UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

Simon Bernstein Irrevocable Insurance Trust Dtd 6/21/95, et al., Plaintiffs, v. Heritage Union Life Insurance Co., et al., Defendants.	Case No. 13-cv-3643 Judge John Robert Blakey Filers: Eliot Ivan Bernstein, Pro Se

LOCAL RULE 56.l(b)(3) RESPONSE TO INTERVENOR STATEMENT OF UNDISPUTED MATERIAL FACTS AND LOCAL RULE 56.l(b)(3)(C) STATEMENT OF ADDITIONAL FACTS REQUIRING THE DENIAL OF INTERVENOR MOTION FOR SUMMARY JUDGMENT

COMES NOW Eliot Ivan Bernstein ("Eliot"), a Third Party Defendant, Pro Se and files this "Response to Summary Judgement" and states under information and belief as follows:

I. THE PARTIES

1. The Simon Bernstein Irrevocable Insurance Trust Dated 6/21/95 ("1995 Trust") is a Plaintiff and purports to be an irrevocable life insurance trust formed in Illinois. The Estate disputes the existence and terms of the 1995 Trust. (Intervenor's Response to Plaintiffs' Statement of Undisputed Material Facts ¶ 1 (ECF No. 192); Order at 2-4 (ECF No. 220).)

ANSWER:

UNDISPUTED

2. Benjamin Brown, as Curator of The Estate of Simon L. Bernstein (the "Estate"), filed a motion to intervene in this litigation. On July 28, 2014, the Court granted the motion to intervene and the Estate became an Intervenor-Plaintiff. (ECF No. 121.) On November 3, 2014, Brian O'Connell substituted his appearance as the Personal Representative of the Estate. (ECF No. 126.)

ANSWER:

UNDISPUTED

3. Ted Bernstein, both individually and purporting to be Trustee of the alleged 1995 Trust, is a Plaintiff. Ted Bernstein has also been named as a Third-Party Defendant to Eliot Bernstein's third-party claims. Ted Bernstein is one of the five adult children of Simon Bernstein. (Intervenor's Response to Plaintiffs' Statement of Undisputed Material Facts ¶ 6 (ECF No. 192); Affidavit of Ted Bernstein ¶ 25 (ECF No. 150-31).)

ANSWER:

UNDISPUTED

4. Ted Bernstein will receive over $300,000, representing 20 percent of the Policy proceeds, if Plaintiffs prevail in this litigation. (Movants' Reply to the Estate of Simon Bernstein's Statement of Additional Facts ¶ 3 (ECF No. 201); Deposition of Ted Bernstein, 9:18-10:4, 118:16-119:14 (ECF No. 192-1).)

ANSWER:

UNDISPUTED

5. Pamela Simon is a Plaintiff, and has been named as a Third-Party Defendant to Eliot Bernstein's third-party claims. Pamela Simon is one of the five adult children of Simon Bernstein. (Intervenor's Response to Plaintiffs' Statement of Undisputed Material Facts ¶ 10 (ECF No. 192); Affidavit of Pam Simon ¶¶ 2-3 (ECF No. 150-32).)

ANSWER:

UNDISPUTED

6. David Simon is Pamela Simon's husband, Adam Simon's brother, and has been named a Third-Party Defendant to Eliot Bernstein's third-party claims. Adam Simon was previously counsel for all Plaintiffs and is currently counsel for Plaintiffs the 1995 Trust, Ted Bernstein and Pamela Simon, and Third-Party Defendants David Simon and The Simon Law Firm. (Movants' Reply to the Estate of Simon Bernstein's Statement of Additional Facts ¶ 2 (ECF No. 201); Deposition of David Simon, 7:9-10 (ECF No. 192-2); Affidavit of David Simon ¶20 (ECF No. 150-33); ECF Nos. 12, 26, 46, 224 and 226.)

ANSWER:

UNDISPUTED

7. Pamela Simon will receive over $300,000, representing 20 percent of the Policy proceeds, if Plaintiffs prevail in this litigation. (Movants' Reply to the Estate of Simon Bernstein's Statement of Additional Facts ¶ 2 (ECF No. 201); Deposition of David Simon, 58:13-59:4 (ECF No. 192-2).)

ANSWER:

UNDISPUTED

8. Jill Marla Iantoni is a Plaintiff, and has been named as a Third-Party Defendant to Eliot Bernstein's third-party claims. Jill Marla Iantoni is one of the five adult children of Simon Bernstein. (Intervenor's Response to Plaintiffs' Statement of Undisputed Material Facts ¶ 9 (ECF No. 192); Affidavit of Jill Iantoni ¶¶ 2-3 (ECF No. 150-34).)

ANSWER:

UNDISPUTED

9. Lisa Sue Friedstein is a Plaintiff, and has been named as a Third-Party Defendant to Eliot Bernstein's third-party claims. Lisa Sue Friedstein is one of the five adult children of Simon Bernstein. (Intervenor's Response to Plaintiffs' Statement of Undisputed Material Facts ¶ 8 (ECF No. 192); Affidavit of Lisa Friedstein ¶¶ 2-3 (ECF No. 150-35).)

ANSWER:

UNDISPUTED

10. Jill Marla Iantoni and Lisa Sue Friedstein will each receive over $300,000, representing 20 percent of the Policy proceeds, if Plaintiffs prevail in this litigation. (Movants' Reply to the Estate of Simon Bernstein's Statement of Additional Facts ¶ 4 (ECF No. 201); Deposition of Ted Bernstein, 118:16-119:14 (ECF No. 192-1); Deposition of David Simon, 58:13-59:4 (ECF No. 192-2); Plaintiffs' Exhibit 15 (ECF No. 150-16); Plaintiffs' Exhibit 16 (ECF No. 150-17).)

ANSWER:

UNDISPUTED

11. Eliot Bernstein ("Eliot") was made a Party by virtue of Heritage Union Life Insurance Company's counterclaim for Interpleader, and Eliot filed third-party claims against several Parties as described herein, making Eliot a Third-Party Plaintiff as well. Eliot is one of the five adult children of Simon Bernstein. (Intervenor's Response to Plaintiffs' Statement of Undisputed Material Facts ¶ 3 (ECF No. 192); Affidavit of Ted Bernstein ¶ 23 (ECF No. 150-31).)

ANSWER:

UNDISPUTED

12. Heritage Union Life Insurance Company ("Heritage") is the successor to the Capitol Bankers Life Insurance Company ("Capitol Bankers"), which originally issued the Policy to Simon Bernstein in 1982. Heritage was terminated as a party on February 18, 2014 when the Court granted Heritage's motion to dismiss itself from the Interpleader litigation after having deposited the Policy proceeds with the Registry of the Court pursuant to an Agreed Order. (ECF No. 101.)

ANSWER:

DISPUTED, Filings show that it appears to have been Jackson National Life that deposited the proceeds. There has been no insurance policy contract produced in this case for the policy at issue. A sample contract was provided but this is not Simon Bernstein's insurance policy contract. Therefore, the term "Policy" does not actually relate to a bona fide life insurance contract on the life of Simon Bernstein and using the term "Policy" may mislead the court to believe a policy exists at this time. There can be no valid "Policy proceeds" as there is no bona fide insurance policy produced at this time. Any and all parties associated with the depositing of funds into the Registry should be active parties to the litigation.

II. THE LIFE INSURANCE POLICY

13. In 1982, Simon Bernstein applied for a life insurance policy from Capitol Bankers, which was issued as Policy No. 1009208 (the "Policy"). (Intervenor's Response to Plaintiffs' Statement of Undisputed Material Facts ¶ 26 (ECF No. 192); Affidavit of Don Sanders
¶¶ 6, 23 (ECF No. 150-30).) The amount of the Policy proceeds (plus interest) on deposit with the Registry of the Court exceeds $1.7 million. (ECF No. 101; Plaintiffs' Exhibit 2 (ECF No. 150-3).)

ANSWER:

DISPUTED: The issued policy has not been produced by any party in this litigation and all references to "the Policy" or the terms of said "Policy" cannot be verified at this time. All such

items are in dispute until such time as proper records, verified records, complete and valid records are produced and authenticated. Any and all parties associated with the depositing of funds into the Registry should be active parties to the litigation.

14. The Capitol Bankers Life Insurance Application, dated October 12, 1982 (the "Application"), designates Simon L. Bernstein as the Insured, lists S.B. Lexington, Inc. as his employer, and designates the Owner of the Policy as "First Arlington National Bank Trustee of S.B. Lexington, Inc. Employee Death Benefit Trust." (Intervenor's Response to Plaintiffs' Statement of Undisputed Material Facts ¶ 27 (ECF No. 192); Plaintiffs' Exhibit 3 (ECF No. 150-4); Affidavit of Don Sanders ¶ 48 (ECF No. 150-30).)

ANSWER:

DISPUTED: The "Application" is a copy of the alleged application for insurance. However, the original application for life insurance must be attached to the binding issued policy and maintained by the insurer with a copy attached to any policies distributed as part of the life insurance contract. Until the insurer produces a bona fide policy for Simon Bernstein with the original application attached this copy may not be the binding application used for the policy. Any and all parties associated with the depositing of funds into the Registry should be active parties to the litigation.

15. The Application: (i) directs premium notices to be sent to S.B. Lexington, Inc. Employee Death Benefit Plan c/o National Service Assoc. at 9933 Lawler Ste. 210, Skokie, Illinois 60077; (ii) lists Simon Bernstein's occupation as an Executive with S.B. Lexington, Inc. located in Skokie, Illinois; (iii) lists Simon Bernstein as the selling agent of the Policy; and (iv) was signed in Illinois. (Intervenor's Response to Plaintiffs' Statement of Undisputed Material Facts ¶ 28 (ECF No. 192); Plaintiffs' Exhibit 3 (ECF No. 150-4); Affidavit of Don Sanders ¶ 48 (ECF No. 150-30).)

ANSWER:

DISPUTED: See answer 14 above.

16. In late 1982 when the Policy was issued: (a) the Policy would have been delivered to the selling agent (i.e. Simon Bernstein), who would have then delivered the Policy to the initial Owner; (b) Simon Bernstein resided and was domiciled in Glencoe, Illinois; (c) Simon Bernstein's offices were located in Chicago, Illinois; and (d) First Arlington National Bank was

located in Arlington Heights, Illinois. (Intervenor's Response to Plaintiffs' Statement of Undisputed Material Facts ¶ 28 (ECF No. 192); Plaintiffs' Exhibit 3 (ECF No. 150-4); Affidavit of Don Sanders ¶ 48 (ECF No. 150-30); Affidavit of Pam Simon ¶¶ 22-24 (ECF No. 150-32).)

ANSWER:

DISPUTED: The insurer would have maintained the original policy with the original application and other attachments and any other parties would have received copies of said policy. Any and all parties associated with the depositing of funds into the Registry should be active parties to the litigation.

III. THE DESIGNATED BENEFICIARIES

17. At the time the Policy was issued, the only designated beneficiary was First Arlington National Bank as Trustee of S.B. Lexington, Inc. Employee Death Benefit Trust. (Intervenor's Response to Plaintiffs' Statement of Undisputed Material Facts ¶¶ 29-30 (ECF No. 192); Plaintiffs' Exhibit 3 (ECF No. 150-4); Affidavit of Don Sanders ¶ 48 (ECF No. 150-30).)

ANSWER:

DISPUTED: As there is no "Policy" or even a copy of the "Policy" provided to this Court or any party in the litigation, the beneficiaries designated on the policy cannot be ascertained. As only a "Sample" policy has been provided it lists only sample beneficiaries and owners. Any and all parties associated with the depositing of funds into the Registry should be active parties to the litigation.

18. In June of 1992, LaSalle National Trust, N.A., as Successor Trustee of the S.B. Lexington, Inc. Employee Death Benefit Trust, became Owner of the Policy. (Intervenor's Response to Plaintiffs' Statement of Undisputed Material Facts ¶ 31 (ECF No. 192); Plaintiffs' Exhibit 7 (ECF No. 150-8); Affidavit of Don Sanders ¶ 55 (ECF No. 150-30).)

ANSWER:

DISPUTED: Documents relating to the S.B. Lexington, Inc. Employee Death Benefit Trust aka the VEBA Trust are missing and the terms of successorship have not been provided, nor has a copy of the VEBA Trust been provided despite requests to produce such documents.

19. In November of 1995, Capitol Bankers received a "Request Letter" signed by the Owner of the Policy, LaSalle National Trust, N.A., pursuant to which the following changes were made to the Policy: (a) LaSalle National Trust, N.A., as Trustee of the S.B. Lexington, Inc. Employee Death Benefit Trust, was designated primary beneficiary; and (b) the "Simon Bernstein Irrevocable Insurance Trust Dated June 21, 1995" (i.e. the 1995 Trust) was designated contingent beneficiary. (Intervenor's Response to Plaintiffs' Statement of Undisputed Material Facts ¶ 33 (ECF No. 192); Plaintiffs' Exhibit 8 at JCK000370 (ECF No. 150-9); Affidavit of Don Sanders ¶¶ 56, 60 (ECF No. 150-30).)

ANSWER:

DISPUTED: All change of beneficiary and change of ownership in policies are also required to be made part of the original insurance contract policy maintained by the insurer and reinsurers and therefore without the bona fide original insurance contract and all attachments produced it cannot be verified that this document JCK000370 was ever made part of the policy by the carrier. Any and all parties associated with the depositing of funds into the Registry should be active parties to the litigation.

20. As of September 13, 2012, the date of Simon Bernstein's death: (a) LaSalle National Trust, N.A., as Trustee of the S.B. Lexington, Inc. Employee Death Benefit Trust, was designated primary beneficiary of the Policy; and (b) the "Simon Bernstein Irrevocable Insurance Trust Dated June 21, 1995" (i.e. the 1995 Trust) was designated contingent beneficiary of the Policy. (Affidavit of Don Sanders ¶¶ 62, 72 (ECF No. 150-30); Plaintiffs' Exhibit 8 at JCK000370 (ECF No. 150-9); Deposition of Ted Bernstein, 10:8-10 (ECF No. 192-1).)

ANSWER:

DISPUTED: Again, since there is no "Policy" the beneficiaries of the "Policy" cannot be determined at this time until such time that the bona fide original policy is produced by the insurance carrier or reinsurers. 20(b) is a wholly misleading statement by the Intervenor as the

carrier has claimed that based on parole evidence the contingent beneficiary on the missing policy is the Simon Bernstein Trust, N.A. Since no bona fide insurance contract exists however to confirm who is listed in the policy as contingent beneficiary nobody can be certain who is named on it. Any and all parties associated with the depositing of funds into the Registry should be active parties to the litigation.

21. On April 3, 1998, S.B. Lexington, Inc. was voluntarily dissolved and the S.B. Lexington, Inc. Employee Death Benefit Trust was terminated. (Intervenor's Response to Plaintiffs' Statement of Undisputed Material Facts ¶ 36 (ECF No. 192); Plaintiffs' Exhibit 9 (ECF No. 150-10); Affidavit of Pam Simon ¶ 36 (ECF No. 150-32).)

ANSWER:

DISPUTED: Documents regarding the dissolution of the VEBA and distribution of plan benefits, including individual policies that may have resulted from the dissolution upon any termination have not been produced at this time. Discovery should be opened on these matters.

22. Neither LaSalle National Trust, N.A. as Trustee of the S.B. Lexington, Inc. Employee Death Benefit Trust, nor the S.B. Lexington, Inc. Employee Death Benefit Trust itself, has made any claim to the Policy proceeds. (Intervenor's Response to Plaintiffs' Statement of Undisputed Material Facts ¶ 37 (ECF No. 192); Affidavit of Don Sanders ¶¶ 77(a)-(b), 78 (ECF No. 150-30).)

ANSWER:

UNDISPUTED

23. First Arlington National Bank has not made any claim to the Policy proceeds. Its successor-in-interest, J.P. Morgan Bank, filed a responsive pleading in this action, and then a motion for judgment on the pleadings in which it disclaimed any interest in the Policy proceeds and requested to be dismissed. That motion was granted and J.P. Morgan Bank was dismissed as a Party on March 12, 2014. (Intervenor's Response to Plaintiffs' Statement of Undisputed Material Facts ¶ 37 (ECF No. 192); ECF No. 60; ECF No. 105.)

ANSWER:

UNDISPUTED - However, First Arlington National Bank, nor JP Morgan are listed at the time of Simon's death on any parole evidence regarding the policy as beneficiaries, either primary or

contingent, as they appear to have been replaced by LaSalle National Trust, NA in all capacities. LaSalle National Trust, NA or its successor Chicago Title is the primary beneficiary according to the insurance companies parole evidence at the time of Simon's death and yet, LaSalle, nor its successor have made claim to the policy and may not at this time have been notified by the carrier that according to their parole evidence they are the alleged beneficiary. Perhaps they might have a copy of the policy.

Plaintiffs have claimed that Bank of America was the successor to LaSalle and while they were made party to this litigation they were let out of this action by the carrier Jackson National/Heritage removing them without any requesting any production or statements from them and the court granted their removal. Perhaps they may have a copy of the policy. Any and all parties associated with the depositing of funds into the Registry should be active parties to the litigation.

IV. THE FIRST "EXHAUSTIVE SEARCH" FOR THE 1995 TRUST

24. At least one "exhaustive search" for the 1995 Trust document was conducted between Simon Bernstein's death on September 13, 2012 and December 6, 2012, but no trust document could be found. (Movants' Reply to the Estate of Simon Bernstein's Statement of Additional Facts ¶ 9 (ECF No. 201); Deposition of Ted Bernstein, 55:1-11 and Dep. Ex. 3 at TS004519 (ECF No. 192-1).)

ANSWER:

DISPUTED: There is nothing more than a conclusory statement by Ted Bernstein that an alleged "exhaustive search" was done. Yet, this conclusory statement fails to provide any details of when the search occurred, who was present, what was actually found, the types of areas where records were sought, the traditional areas where records were kept and fails to provide other relevant details. Ted Bernstein claimed that whatever records he found were turned over to his

attorneys at Tescher & Spallina but Tescher & Spallina had no such records in their Production.

Nor has Ted Bernstein turned over any such records.

25. According to David Simon, the first attempt to locate the 1995 Trust document occurred in the winter of 2012-2013. He was aware of the search and advised that no such document was found. (Movants' Reply to the Estate of Simon Bernstein's Statement of Additional Facts ¶ 10 (ECF No. 201); Deposition of David Simon, 59:13-17, 60:4-6 (ECF No. 192-2).)

ANSWER:

DISPUTED. The non-moving party herein has insufficient information to confirm this statement

of fact.

26. David Simon also testified that Foley & Lardner, the successor firm to Hopkins & Sutter, and some of the attorneys who broke away from Hopkins & Sutter and started their own firm, were contacted to see if they had a copy of a 1995 Trust document, but they did not. David Simon does not even know whether it was he or someone else who contacted Foley & Lardner and the attorneys, or with whom they specifically spoke, and he testified that whoever it was may have been asked to do so by him, his wife Pamela Simon, or his brother Adam Simon. (Deposition of David Simon, 44:17-45:15, 46:2-4 (ECF No. 192-2).)

ANSWER:

UNDISPUTED

V. IDEAS ABOUT HOW TO OBTAIN THE POLICY PROCEEDS & UNSUCCESSFUL ATTEMPTS TO DO SO

27. On August 15, 2000, Simon Bernstein executed the Simon Bernstein 2000 Insurance Trust (the "2000 Trust"), which identifies the Policy at issue in this litigation as an asset of the 2000 Trust. (Deposition of Ted Bernstein, Dep. Ex. 23 at ¶ 1 and Schedule A (ECF No. 192-1); Order at 5 (ECF No. 220).)

ANSWER:

UNDISPUTED

28. Plaintiffs considered "using" the 2000 Trust to obtain the Policy proceeds, but this option was rejected on or before November 19, 2012 because Pamela Simon was not included as a beneficiary of the 2000 Trust. (Deposition of Ted Bernstein, 48:21-49:9, Dep. Ex. 1 and Dep. Ex. 2 at TS004490 (ECF No. 192-1); Order at 5 (ECF No. 220).)

ANSWER:

UNDISPUTED

29. Plaintiffs' former counsel, Robert Spallina, representing that he was trustee of the 1995 Trust, made an application to Heritage for the Policy proceeds on behalf of Plaintiffs. (Movants' Reply to the Estate of Simon Bernstein's Statement of Additional Facts ¶ 7 (ECF No.201); Deposition of Ted Bernstein, 35:6-16 and Dep. Ex. 1 (ECF No. 192-1); Deposition of David Simon, 81:15-82:2 (ECF No. 192-2).)

ANSWER:

UNDISPUTED

30. On October 19, 2012, Ted Bernstein sent Robert Spallina an email suggesting he had a "solution to the life insurance policy which provides the desired result," that he wanted to discuss and that the initial conversation about it involve only him, Robert Spallina, Pamela Simon and David Simon. The email also asked that Robert Spallina avoid any further overtures to the insurance company until after the initial conversation in order "to avoid any unnecessary confusion" for the insurance company. (Movants' Reply to the Estate of Simon Bernstein's Statement of Additional Facts ¶ 7 (ECF No. 201); Deposition of Ted Bernstein, Dep. Ex. 1 at TS004965 (ECF No. 192-1).)

ANSWER:

UNDISPUTED: However, the emails produced come from a court ordered production[1] calling for "ALL" documents of Tescher and Spallina to be turned over to the Curator of the Estate of Simon at the time, Benjamin Brown, when Spallina and Tescher resigned as counsel and co-trustees and co-personal representatives after their firm was found committing fraud, fraud on the court, fraud on the beneficiaries and fraud on beneficiaries counsel in the Estate and Trust litigations in Florida involving Simon and Shirley Bernstein. It has been learned that NO ORIGINAL DOCUMENTS were produced by Tescher and Spallina and only copies of alleged

[1] February 18, 2014 Martin Colin Order for Production of ALL records from Tescher & Spallina http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140218%20ORDER%20COLIN%20TESCHER%20SPALLINA%20TO%20TURN%20OVER%20ALL%20RECORDS%20PRODUCTION%20ON%20PETITION%20FOR%20DISCHARGE%20TESCHER%20SPALLINA%20Case%20502012CP004391XXXXSB%20SIMON.pdf

originals, including all of the testamentary documents, were provided violating the court order that would have required the originals to be turned over.

Despite being advised by Eliot Bernstein of the failure of Spallina and Tescher to comply with the court order to produce ALL documents, which would have included ALL Original documents, neither Benjamin Brown, nor his successor in the Estate of Simon, Brian O'Connell, nor Ted Bernstein or his counsel Alan B. Rose, have sought to have Tescher and Spallina comply with the order or sought contempt charges.

Benjamin Brown was given copies of alleged original documents by Tescher and Spallina, see Exhibit 1. It is further alleged that the copies and files tendered to Brown who then turned over the majority of them to parties in the litigation have been being tampered with, including changing files or modifying files used in online exhibits to this court, including the production link exhibited in several prior filings @ http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140602%20ESTATE%20FILES%20FROM%20BEN%20BROWN%20CURATOR%20DELIVERED%20TO%20HIM%20BY%20TESCHER%20AND%20SPALLINA%20PRODUCTION.pdf Third Party Plaintiff, Eliot Bernstein, informed the court that file tampering in these matters was suspected and repeatedly in pleadings has urged the Court to print out and attach the documents at the linked URL's to any pleadings to avoid such hacking and alteration of the records.

This failure to produce ANY original records in a case fraught with fraudulent documents, fraudulent notarizations and more, committed by multiple parties, with new admissions by Spallina in a December 15, 2015 hearing of frauds he committed in the Estate and Trusts and had not revealed the crimes to any party until admitting them under oath in the hearing in Judge Phillips court, makes all records used in these matters questionable as to their authenticity if they

come from the copies of alleged originals produced by Tescher and Spallina who are in violation of the court order to produce that would have required production of the originals and any copies.

31. On November 19, 2012, after Robert Spallina unsuccessfully attempted to claim the Policy proceeds without providing any documentation, David Simon suggested attempting to secure the Policy proceeds on behalf of the Plaintiffs by submitting a waiver and settlement agreement to the insurer. (Movants' Reply to the Estate of Simon Bernstein's Statement of Additional Facts ¶ 8 (ECF No. 201); Deposition of Ted Bernstein, 51:22-52:2, 53:22-54:4 and Dep. Ex. 2 at TS004490 (ECF No. 192-1).) The Plaintiffs tried David Simon's suggestion of a waiver and settlement agreement, but it was not successful because Eliot would not agree. (Deposition of Ted Bernstein, 54:13-25 and Dep. Ex. 3 (ECF No. 192-1).)

ANSWER:

DISPUTED: Robert Spallina did provide documentation and made a formal signed claim form for the policy proceeds alleging he was the "Trustee" of 1995 Trust document. Spallina also provided an incomplete death certificate to the carrier when he filed his claim and failed to notify the carrier at the time that his client Ted Bernstein had claimed that his father may have been murdered by his girlfriend and there was an ongoing Palm Beach County Sheriff investigation and Palm Beach Medical Examiner Autopsy Ted had instigated with the aid of his attorneys according to Ted Bernstein.

The Waiver and Settlement Agreement proposed was not successful because David Simon and Adam Simon filed a Breach of Contract lawsuit in Illinois court based on the carrier's failure to pay the fraudulent claim submitted by Robert Spallina, who has now admitted that he was not and is not the "Trustee" of the 1995 Trust. Thus, Spallina's claim form to the carrier signed as "Trustee" of the 1995 is Prima Facie evidence of insurance fraud and has been reported to state and federal authorities as such for investigation. The Breach of Contract lawsuit was then moved to this Court, where Ted Bernstein suddenly and without any documentation alleges to be the

"Trustee" of the 1995 Trust. Both Ted Bernstein and Robert Spallina have claimed to have never seen the 1995 Trust they claim to be operating under.

32. Between October 19, 2012 and February 8, 2013, the Plaintiffs exchanged many emails discussing how best to obtain the Policy proceeds and referring to an inability to locate the 1995 Trust document. (Order at 5 (ECF No. 220); Deposition of Ted Bernstein, Dep. Exs. 1-4, 8-9 (ECF No. 192-1).) David Simon was a participant in the email exchanges, yet in none of those emails did he relate a recollection that he created the 1995 Trust document for Simon Bernstein, that he saw the final version of the 1995 Trust executed by Simon Bernstein, or that it named Ted Bernstein as successor trustee of the 1995 Trust. (Id.)

ANSWER:

UNDISPUTED: Again, the documents and emails referred to produced by Tescher and Spallina and used by parties in this lawsuit cannot at this time be verified as copies of original documents remain missing and not produced according to the court order for production.

33. One of those email exchanges on January 22, 2013 states that "none of us can be sure exactly what the 1995 trust said." (Deposition of Ted Bernstein, Dep. Ex. 4 (ECF No. 192-1).)

ANSWER:

UNDISPUTED: Again, the documents and emails referred to produced by Tescher and Spallina and used by parties in this lawsuit cannot at this time be verified as copies of original documents remain missing and not produced according to the court order for production

34. On February, 8, 2013, Pamela Simon informed Ted Bernstein that she could not find a copy of the insurance Policy or the 1995 Trust. (Movants' Reply to the Estate of Simon Bernstein's Statement of Additional Facts ¶ 11 (ECF No. 201); Deposition of Ted Bernstein, 60:25-61:10, Dep. Ex. 8 at BT000049, and Dep. Ex. 10 at BT000047 (ECF No. 192-1).)

ANSWER:

UNDISPUTED: Again, the documents and emails referred to produced by Tescher and Spallina and used by parties in this lawsuit cannot at this time be verified as copies of original documents remain missing and not produced according to the court order for production

35. As of February 14, 2013, the Plaintiffs planned to pursue the Policy proceeds via a Release and Settlement Agreement and have the proceeds paid either to Robert Spallina as trustee or to the Tescher & Spallina trust account. (Deposition of Ted Bernstein, 62:17-63:3 and Dep. Ex. 11 at TS004464 (ECF No. 192-1).)

ANSWER:

UNDISPUTED: Again, the documents and emails referred to produced by Tescher and Spallina and used by parties in this lawsuit cannot at this time be verified as copies of original documents remain missing and not produced according to the court order for production

36. From March 15, 2013 through April 12, 2013, Robert Spallina on behalf of Plaintiffs was engaged in discussions with Heritage and they planned for Heritage to interplead the funds into court in Florida. (Deposition of Ted Bernstein, Dep. Exs. 15 and 16 (ECF No. 192-1).) Unbeknownst to Mr. Spallina, however, on April 5, 2013, the Plaintiffs, through counsel Adam Simon, filed a lawsuit in the Circuit Court of Cook County seeking to obtain the Policy proceeds from Heritage. (Deposition of Ted Bernstein, Dep. Ex. 16 at TS005253-54 (ECF No. 192-1); Notice of Removal ¶ 1 (ECF No. 1).) As a result, Robert Spallina and the law firm Tescher & Spallina ceased representing Plaintiffs in connection with their efforts to obtain the Policy proceeds from Heritage. (Deposition of Ted Bernstein, Dep. Ex. 16 at TS005252, and Dep. Ex. 17 at TS006547 (ECF No. 192-1).)

ANSWER:

UNDISPUTED: Again, the documents and emails referred to produced by Tescher and Spallina and used by parties in this lawsuit cannot at this time be verified as copies of original documents remain missing and not produced according to the court order for production

37. Despite David Simon's current claims that he drafted the 1995 Trust document on his computer and saw it after execution, the Complaint filed by his brother on April 5, 2013 makes no reference whatsoever to David Simon having drafted the 1995 Trust or having seen the final version after it was executed, or to the identity of the trustee and successor trustee named in the executed 1995 Trust, or to the alleged fact that Simon Bernstein ever even executed a 1995 Trust document. (Complaint at Law (ECF No. 1-1).)

ANSWER:

UNDISPUTED: It should be noted that Adam Simon when filing this lawsuit knew that his client Ted Bernstein had no 1995 Trust or copy of said 1995 Trust and thus could not at that time

prove that he was in fact a trustee of said trust and yet Adam Simon filed the lawsuit claiming Ted was factually the "Trustee" of the missing or surpressed 1995 Trust and sued parties as if he were factually the "Trustee" and they were factually beneficiaries of a trust he claims never to have seen. No copy of the underlying 1995 Trust was attached to the Complaint and the court was not initially apprised that Ted could not prove his standing as Trustee of an alleged trust he could not produce or had never seen Ted's standing as Trustee of the 1995 Trust is still a disputed issue in this litigation and Ted should be removed as alleged Trustee until such time that this court can ascertain what if any trust terms apply when no executed original or copy of the trust has been produced.

38. As of August 30, 2013, the 1995 Trust (in any form) could not be located. (Movants' Reply to the Estate of Simon Bernstein's Statement of Additional Facts ¶ 16 (ECF No.201); Plaintiffs' Exhibit 15 at BT000002 (ECF No. 150-16); Deposition of David Simon, 95:9-13 (ECF No. 192-2).)

ANSWER:

UNDISPUTED

VI. THE SEARCH WHICH UNCOVERED THE PURPORTED DRAFTS OF THE 1995 TRUST

39. David Simon claims to have located an unexecuted draft electronic copy of the purported 1995 Trust (i.e. Plaintiffs' Exhibit 15 (ECF No. 150-16)) on the computer system of The Simon Law Firm on September 13, 2013. (Movants' Reply to the Estate of Simon Bernstein's Statement of Additional Facts ¶ 16 (ECF No. 201); Plaintiffs' Exhibit 15 at BT000002 (ECF No. 150-16); Deposition of David Simon, 95:9-13 (ECF No. 192-2).)

ANSWER:

UNDISPUTED

40. According to David Simon, he located Plaintiffs' Exhibit 15 with the help of his brother, Adam Simon. (Affidavit of David Simon ¶ 29 (ECF No. 150-33).)

ANSWER:

UNDISPUTED

41. David Simon also claims to have located an unexecuted draft paper copy of the purported 1995 Trust (i.e. Plaintiffs' Exhibit 16 (ECF No. 150-17)) which contains his handwritten notes in the stored files of The Simon Law Firm on or about September 13, 2013. (Movants' Reply to the Estate of Simon Bernstein's Statement of Additional Facts ¶ 17 (ECF No. 201); Plaintiffs' Exhibit 16 (ECF No. 150-17); Deposition of David Simon, 94:13-95:8 (ECF No.192-2); Affidavit of David Simon ¶ 28 (ECF No. 150-33).)

ANSWER:

UNDISPUTED

42. According to David Simon, he located Plaintiffs' Exhibit 16 without anyone else's assistance. (Affidavit of David Simon ¶ 28 (ECF No. 150-33).)

ANSWER:

UNDISPUTED

43. According to Pamela Simon, however, she and David Simon located Plaintiffs' Exhibit 15 and Plaintiffs' Exhibit 16, with assistance from their employees. (Affidavit of Pam Simon ¶ 37 (ECF No. 150-32).)

ANSWER:

UNDISPUTED

VII. THE EXISTENCE AND TERMS OF THE PURPORTED 1995 TRUST

44. Plaintiffs have produced no executed original or executed copy of a written trust agreement reflecting the terms of the purported 1995 Trust. (Movants' Reply to the Estate of Simon Bernstein's Statement of Additional Facts ¶ 6 (ECF No. 201); Answer to Intervenor Complaint ¶ 9 (ECF No. 144); Deposition of Ted Bernstein, 13:13-15 (ECF No. 192-1).)

ANSWER:

UNDISPUTED

45. According to David Simon, he had a conversation with Simon Bernstein on June 20, 1995 about creating an insurance trust, during which Simon Bernstein said he wanted to create one and name his wife Shirley as trustee and David Simon as successor trustee, and David Simon agreed to be successor trustee. David Simon testified that he took handwritten notes of this conversation on Plaintiffs' Exhibit 16. (Plaintiffs' First Amended Complaint ¶ 29 (ECF No. 73); Deposition of David Simon, 39:15-40:1, 40:17-41:1, 41:7-20, 96:3-11 (ECF No. 192-2); Affidavit of David Simon ¶ 28 (ECF No. 150-33).)

ANSWER:

UNDISPUTED

46. The handwritten notes on Plaintiffs' Exhibit 16, however, list the trustee as "Shirley, David, [illegible]?" and list the successor trustee as "Pam, Ted." (Plaintiffs' Exhibit 16 at BT000020 (ECF No. 150-17).)

ANSWER:

UNDISPUTED

47. David Simon testified that his assistant created Plaintiffs' Exhibit 15 by making the modifications reflected in David Simon's handwritten notes on Plaintiffs' Exhibit 16. (Deposition of David Simon, 40:17-41:1, 96:3-11 (ECF No. 192-2).)

ANSWER:

UNDISPUTED

48. Plaintiffs' Exhibit 15, however, identifies the trustee as "Shirley Bernstein" and identifies the successor trustee as "David B. Simon." (Plaintiffs' Exhibit 15 at BT000010 (ECF No. 150-16).)

ANSWER:

UNDISPUTED

49. David Simon testified that, after thinking about it overnight, on June 21, 1995 he asked Simon Bernstein to remove him as successor trustee and make the successor trustees Simon Bernstein's children sequentially. (Deposition of David Simon, 41:17-23 (ECF No. 192-2).)

ANSWER:

UNDISPUTED

50. David Simon averred, however, that he asked Simon Bernstein to appoint only Ted Bernstein as successor trustee. (Affidavit of David Simon ¶ 25 (ECF No. 150-33).)

ANSWER:

UNDISPUTED

51. David Simon testified that he did not change the name of the successor trustee from his own name, and Simon Bernstein then took Plaintiffs' Exhibit 15 to the law firm of Hopkins & Sutter to be finalized and executed. (Deposition of David Simon, 40:2-7, 41:17-42:5 (ECF No. 192-2).)

ANSWER:

UNDISPUTED

52. According to David Simon, he met with Simon Bernstein after the 1995 Trust document was executed and reviewed the final executed version of it, which he claims named Ted Bernstein as the successor trustee. (Deposition of David Simon, 42:6-43:1 (ECF No. 192-2); Affidavit of David Simon ¶ 27 (ECF No. 150-33).)

ANSWER:

UNDISPUTED

53. David Simon testified that, when he met with Simon Bernstein after the 1995 Trust document was executed, he had Simon Bernstein sign a change of beneficiary form to submit to Lincoln Benefit in order to make the 1995 Trust the beneficiary of Simon Bernstein's life insurance policy issued by Lincoln Benefit, and that he would have expected Lincoln Benefit to retain a copy of that form. David Simon also testified that Lincoln Benefit was contacted and they did not have a copy of the 1995 Trust. (Deposition of David Simon, 43:10-44:2 (ECF No. 192-2); Order at 5-6 (ECF No. 220).)

ANSWER:

UNDISPUTED

54. Ted Bernstein, purported trustee of the 1995 Trust, has never seen an executed copy of a 1995 Trust document. (Movants' Reply to the Estate of Simon Bernstein's Statement of Additional Facts ¶ 5 (ECF No. 201); Deposition of Ted Bernstein, 24:6-12 (ECF No. 192-1).)

ANSWER:

UNDISPUTED

55. According to Ted Bernstein, in the summer of 1995, he had a conversation with his father in which his father told Ted that he was forming a life insurance trust for the Policy and that Ted would be one of the trustees. No one except Simon Bernstein and Ted Bernstein was present for the conversation. (Movants' Reply to the Estate of Simon Bernstein's Statement of Additional Facts ¶ 5 (ECF No. 201); Deposition of Ted Bernstein, 23:1-8 (ECF No. 192-1); Affidavit of Ted Bernstein ¶ 88 (ECF No. 150-31).)

ANSWER:

UNDISPUTED

56. Ted Bernstein averred, based on having reviewed the purported drafts of the 1995 Trust document and facts as told to him by David Simon, that Ted was appointed successor trustee of the 1995 Trust. (Affidavit of Ted Bernstein ¶ 99 (ECF No. 150-31).)

ANSWER:

UNDISPUTED

57. Ted Bernstein testified that the bases for his knowledge that he is successor trustee of the 1995 Trust are that he saw his name handwritten on Plaintiffs' Exhibit 16 at page BT000020 (ECF No. 150-17), and after his father's death, David Simon told him that he was successor trustee of the 1995 Trust. When David Simon informed Ted that he was successor trustee, Ted does not recall whether he even remembered the conversation he testified that he had with his father during the summer of 1995. (Deposition of Ted Bernstein, 12:19-16:16, 17:5-17, 24:13-25:3 and Dep. Ex. 22 (ECF No. 192-1).)

ANSWER:

UNDISPUTED

VIII. SIMON BERNSTEIN'S SUBSEQUENTLY-EXECUTED ESTATE DOCUMENTS

58. On August 15, 2000, Simon Bernstein executed the Simon Bernstein 2000 Insurance Trust (the "2000 Trust"), which identifies the Policy at issue in this litigation as an asset of the 2000 Trust. (Deposition of Ted Bernstein, Dep. Ex. 23 at ¶ 1 and Schedule A (ECF No. 192-1); Order at 5 (ECF No. 220).)

ANSWER:

UNDISPUTED:

59. The 2000 Trust document makes no reference to the 1995 Trust (i.e. the "Simon Bernstein Irrevocable Insurance Trust Dated June 21, 1995"), which the 2000 Trust would have superseded. (Deposition of Ted Bernstein, Dep. Ex. 23 (ECF No. 192-1); Order at 5 (ECF No. 220).)

ANSWER:

UNDISPUTED: Again, the documents and emails referred to produced by Tescher and Spallina

and used by parties in this lawsuit cannot at this time be verified as copies of original documents remain missing and not produced according to the court order for production

60. Pursuant to the terms of the 2000 Trust, the Trustees were only authorized to pay the trust principal and income to only Shirley Bernstein and Simon Bernstein's "descendants," with "descendants" being defined to "specifically exclude … PAMELA BETH SIMON and her descendants." (Deposition of Ted Bernstein, Dep. Ex. 23 at ¶¶ 2(a)-(b), 9 (ECF No. 192-1).)

ANSWER:

DISPUTED: Again, the documents and emails referred to produced by Tescher and Spallina and used by parties in this lawsuit cannot at this time be verified as copies of original documents remain missing and not produced according to the court order for production

61. On May 20, 2008, Simon Bernstein executed the Simon L. Bernstein Irrevocable Trust Agreement (the "2008 Trust"). The terms of the 2008 Trust, in effect, provide that no inheritance shall pass to Ted Bernstein, Pamela Simon, or the lineal descendants of either Ted Bernstein or Pamela Simon. (Deposition of David Simon, 55:2-17 (ECF No. 192-2); Deposition of Ted Bernstein, Dep. Ex. 25 (ECF No. 192-1).)

ANSWER:

DISPUTED: Again, the documents and emails referred to produced by Tescher and Spallina and used by parties in this lawsuit cannot at this time be verified as copies of original documents remain missing and not produced according to the court order for production

62. In January 2012, Plaintiff Pamela Simon wrote to her father, Simon Bernstein, expressing her distress over his act of "disinheriting" her, David Simon and their children, as well as Ted Bernstein and his children. (Deposition of Ted Bernstein, Dep. Ex. 26 (ECF No. 192-1).) Pamela Simon wrote the note to her father because she was passionate about the fact that his "estate plan" did not include her and her family or Ted Bernstein and his family. (Deposition of Ted Bernstein, 90:22-25, 91:13-25, and Dep. Ex. 26 (ECF No. 192-1).)

ANSWER:

UNDISPUTED: Again, the documents and emails referred to produced by Tescher and Spallina and used by parties in this lawsuit cannot at this time be verified as copies of original documents remain missing and not produced according to the court order for production

63. A few months before he died on September 13, 2012, Simon Bernstein arranged a conference call with Robert Spallina, Plaintiffs and some of their spouses. During the call, Simon Bernstein instructed that the assets of his estate and trust would be left to his ten grandchildren and the insurance policy proceeds were to pass to his five children, in an effort to quell some then-existing family acrimony about his girlfriend and about the trust document that disinherited Pamela Simon, Ted Bernstein and their respective children. (Deposition of Ted Bernstein, 90:11-18 (ECF No. 192-1); Deposition of David Simon, 53:1-19, 54:3-55:17 (ECF No. 192-2).)

ANSWER:

DISPUTED: Robert Spallina's new June 2016 Affidavit submitted to this Court states that in the May 10, 2012 conference call the insurance policy was NOT discussed. This contradicts prior claims that it was by parties. Simon Bernstein held the meeting to discuss with his children possible changes he was considering making in his estate plan and gain consent from the three children who were the named beneficiaries to possible changes from them to their children and to include Ted and Pam's children.

64. On July 25, 2012, Simon Bernstein executed the Simon L. Bernstein Amended and Restated Trust Agreement (the "2012 Trust"), which amends and restates in its entirety the 2008 Trust. (Deposition of Ted Bernstein, Dep. Ex. 24 at TS007362 (ECF No. 192-1).) Pursuant to the terms of the 2012 Trust, all of the Plaintiffs shall be deemed to have predeceased Simon Bernstein and all assets are to be passed on equal shares among Simon Bernstein's grandchildren. (Id. at Art. I (B)-(C), Art. III (E)(1).)

ANSWER:

DISPUTED: There has been no original July 25, 2012, Simon L. Bernstein Amended and Restated Trust Agreement (the "2012 Trust") and despite Florida Judge John Phillips order that such trust is valid, no valid original has been produced, similar again to this federal action where original documents at this time have not been produced to validate any document produced by Tescher and Spallina as a valid copy of an original document.

Again, the documents and emails referred to produced by Tescher and Spallina and used by parties in this lawsuit cannot at this time be verified as copies of original documents remain missing and not produced according to the court order for production.

65. On September 7, 2012, six days prior to his death, Simon Bernstein prepared a holographic will directing a bequest to Maritza Puccio of, among other things, $100,000 from his current insurance policy and expressing an intention to change the beneficiary on said policy to reflect his wishes. (ECF No. 192-3 at TS003889). Simon Bernstein directed that the bequest to Ms. Puccio should proceed in the event of his death "with no interruption from family or probate." (Id.) This document was not witnessed or notarized. (Id.)

ANSWER:

UNDISPUTED: Again, the documents and emails referred to produced by Tescher and Spallina and used by parties in this lawsuit cannot at this time be verified as copies of original documents remain missing and not produced according to the court order for production.

66. There is no evidence that Simon Bernstein executed any other Wills or trust agreements between July 25, 2012 and his death on September 13, 2012.

ANSWER:

UNDISPUTED

Third Party Plaintiff Eliot hereby incorporates by reference my prior responses in my filing of Undisputed Facts for the Opposition of Summary Judgement I filed with this Court as additional support herein, see Exhibit 2.

DATED: August 26, 2016

Respectfully submitted by,

/s/ Eliot Ivan Bernstein
Third Party Defendant/Cross Plaintiff PRO SE
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2753 NW 34th St.
Boca Raton, FL 33434
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www.iviewit.tv

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on August 26, 2016 I electronically filed the foregoing with the Clerk of the Court using CM/ECF. I also certify that the foregoing is being served this day on all counsel of record identified below via transmission of Notices of Electronic Filing generated by CM/ECF or in some other authorized manner.

/s/ Eliot Ivan Bernstein
Third Party Defendant/Cross Plaintiff PRO SE
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LAW OFFICES OF
STEVEN I. GREENWALD, P. A.
BOCA PALM PROFESSIONAL PLAZA
6971 NORTH FEDERAL HIGHWAY SUITE 105
BOCA RATON, FLORIDA 33487

TO: Mr. and Mrs. Simon L. Bernstein
7020 Lions Head Lane
Boca Raton, Florida 33496

LAST WILL AND TESTAMENT

OF

SIMON BERNSTEIN

DATED: August 15, 2000

PROSKAUER ROSE LLP

Attorneys at Law
2255 Glades Road, Suite 340 West
Boca Raton, FL 33431-7383

I, SIMON L. BERNSTEIN, of the County of Palm Beach, State of Florida, do hereby make, publish and declare this to be my Last Will and Testament, hereby revoking all prior Wills, Testaments and Codicils at any time made by me.

FIRST: I direct that all my just debts and funeral and administration expenses be paid as soon after my death as may be practicable.

SECOND: I hereby direct that, pursuant to Florida Statutes §732.515, or the comparable provision in effect at the time of my death, my personal and household effects, including jewelry, works of art and automobiles, if any, be distributed in accordance with a separate written statement executed by me. In the event there shall be more than one such written statement, the statement bearing the last date shall be controlling. If no such written statement is found and properly identified by my Personal Representatives within thirty days after my Personal Representatives are appointed, it shall be conclusively presumed that no such writing exists. In the event there shall be no such written statement (or to the extent such written statement does not effectively dispose of all of my personal and household effects, including jewelry, works of art and automobiles, if any), I give and bequeath all (or the balance) of my personal and household effects, if any, to my wife, SHIRLEY BERNSTEIN, if she survives me, or, if she predeceases me, to such of my children, TED STUART BERNSTEIN, PAMELA BETH SIMON, ELIOT BERNSTEIN, JILL IANTONI and LISA SUE FRIEDSTEIN, as shall survive me, in shares as nearly equal as they shall agree upon, or, failing agreement, said personal and household effects shall be sold and the proceeds therefrom added to and disposed of as part of my residuary estate.

THIRD: If my wife, SHIRLEY BERNSTEIN, survives me, I

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2255 GLADES ROAD
BOCA RATON, FLORIDA 33431

give and bequeath to my Trustees a "credit equivalent amount" (as defined below) to hold in separate trust to pay so much of the income therefrom and such sums out of the principal thereof (even to the extent of the whole thereof) to such of my wife and my descendants, living from time to time, equally or unequally, and to any one or more of them to the exclusion of the others, as my Trustees, in their absolute discretion, deem necessary or advisable; provided, however, that no such payment shall be made to my wife from the principal of the trust under this Article THIRD until the principal of her trust, if any, under Article FOURTH of this Will shall first have been exhausted. Any balance of the income shall be accumulated and added to principal annually.

Upon the death of my wife, the then principal of the trust shall pass to such one or more of my descendants in such shares, equal or unequal, and subject to such lawful trusts, terms and conditions as my wife shall by Will appoint. To the extent that said power of appointment is not effectively exercised, said principal shall be divided into as many equal shares as may be necessary to provide one for each of my then living grandchildren and one for each of my grandchildren who is then dead but who leaves descendants who are then living (such descendants to take in portions, per stirpes, the share set aside for them), and each such share or portion shall be distributed absolutely, except that any share or portion so set aside for a grandchild or more remote descendant of mine who has not then attained the age of thirty shall be disposed of as provided in Article SIXTH of this Will.

The "credit equivalent amount" shall be (a) the maximum amount which could comprise my taxable estate for Federal estate tax purposes without resulting in any Federal estate tax, after taking into account the applicable credit amount as defined in

Section 2010(c) of the Code, but no other credits allowable against such tax, reduced by (b) the aggregate of:

> (1) the value (as finally determined for Federal estate tax purposes) of all property (including interests in property) includable in my estate for Federal estate tax purposes which passes under other provisions of this Will or otherwise than under this Will and with respect to which no marital deduction or charitable deduction is finally allowed in determining said tax, and
>
> (2) the amount of my adjusted taxable gifts within the meaning of Section 2001(b) of the Code.

The trust under this Article THIRD shall be known as the "Simon L. Bernstein Credit Equivalent Trust."

FOURTH: I give and bequeath to my Trustees an amount equal to my "Unused GST Exemption" (as defined below) to hold in separate trust to pay the income therefrom in quarterly or more frequent installments to my wife, SHIRLEY BERNSTEIN, during her life.

I authorize and empower my Trustees, from time to time, to pay to my wife such sums out of the principal of her trust (even to the extent of the whole thereof) as my Trustees, in their absolute discretion, deem in her best interests; provided, however, that no such payment shall be made to my wife from the principal of her trust under this Article FOURTH until the principal of her trust, if any, under subdivision (a) of Article FIFTH of this Will shall first have been exhausted.

Upon the death of my wife, the then principal of the trust shall pass to such of one or more of my descendants in such shares, equal or unequal, and subject to such lawful trusts, terms and conditions as my wife shall by Will appoint. To the extent that said power of appointment shall not be effectively exercised, or upon my death if my wife predeceases me, said principal shall be divided into as many equal shares as may be necessary to provide one for each of my then living grandchildren

and one for each of my grandchildren who is then dead but who leaves descendants who are then living (such descendants to take in portions, per stirpes, the share set aside for them), and each such share or portion shall be distributed absolutely, except that any share or portion so set aside for a grandchild or more remote descendant of mine who has not then attained the age of thirty shall be disposed of as provided in Article SIXTH of this Will.

I direct that all estate and inheritance taxes of whatever kind imposed by reason of the inclusion of the trust under this Article in my wife's estate for such tax purposes shall (absent a contrary provision in my wife's Will) be charged, without right of reimbursement, against the principal of the trust for the benefit of my wife under subdivision (a) of Article FIFTH of this Will.

My "Unused GST Exemption" shall be an amount equal to the maximum GST exemption allowable to me pursuant to Section 2631 of the Code, reduced by the aggregate amount of my GST Exemption which has been allocated or deemed allocated by me or which shall be allocated by my Personal Representatives with respect to property transferred by me either under the provisions of this Will or otherwise than under this Will.

The trust under this Article FOURTH shall be known as the "Simon L. Bernstein Exempt Marital Trust."

FIFTH: All the rest, residue and remainder of my estate, real, personal or otherwise and wheresoever situate, including any lapsed legacy or bequest, hereinafter called my residuary estate, shall be disposed of as follows:

(a) If my wife, SHIRLEY BERNSTEIN, survives me, my residuary estate shall be held by my Trustees in separate trust to pay the income therefrom in quarterly or more frequent installments to my wife during her life.

I authorize and empower my Trustees, from time to time, to pay to my wife such sums out of the principal of her trust (even to the extent of the whole thereof) as my Trustees, in their absolute discretion, deem in her best interests.

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

The trust for my wife under this subdivision (a) shall be known as the "Simon L. Bernstein Non-Exempt Marital Trust.

(b) If my wife predeceases me, my residuary estate shall be divided into shares, per stirpes, for such of my children TED STUART BERNSTEIN, ELIOT BERNSTEIN, JILL IANTONI and LISA SUE FRIEDSTEIN as survive me and for the descendants who survive me of such of them as may predecease me, and each such share shall be distributed absolutely, except that any share so set aside for a grandchild or more remote descendant of mine who has not then attained the age of thirty shall be disposed of as provided in Article SEVENTH of this Will.

SIXTH: All shares, portions or parts above or below set aside for a grandchild or more remote descendant of mine and directed to be disposed of as provided in this Article SIXTH

shall be combined and held by my Trustees in separate trust to apply so much of the income therefrom for the health, education, maintenance or support of the beneficiary as my Trustees, in their absolute discretion, deem necessary or advisable, accumulating any balance of the income at least annually and adding the same to principal until the beneficiary attains the age of twenty-one; thereafter, the income shall be paid to the beneficiary in convenient installments.

I authorize and empower my Trustees, from time to time, to pay to the beneficiary such sums out of the principal of his or her trust (even to the extent of the whole thereof) as my Trustees deem that the beneficiary needs for his or her health, education, maintenance or support.

Upon the beneficiary's attaining the age of twenty-five, one-half of the then principal of his or her trust shall be distributed to the beneficiary absolutely, and upon the beneficiary's attaining the age of thirty, the balance of the principal of his or her trust shall be distributed to the beneficiary absolutely.

In the event of and upon the death of the beneficiary during the continuance of his or her trust, the then principal thereof shall be divided into portions or parts, per stirpes, for his or her then living descendants, or, in default thereof, for the then living descendants of the beneficiary's nearest ancestor who was a grandchild or more remote descendant of mine and who has descendants then living, or, in default thereof, shall be divided into as many equal portions or parts as may be necessary to provide one for each of my then living grandchildren, and one for each of them who is then dead but who leaves descendants who are then living (such descendants to take in parts, per stirpes, the share set aside for them), and each such portion or part shall be distributed absolutely, except that any portion or part

so set aside for a grandchild or more remote descendant of mine who is then the beneficiary of a trust under this Article SIXTH shall be added to the principal of said trust and disposed of as a part thereof, subject to subsequent, but not prior, mandatory distributions of principal, and any portion or part so set aside for a grandchild or more remote descendant of mine who has not then attained the age of thirty and who is not then the beneficiary of a trust under this Article SIXTH shall be disposed of as provided in this Article SIXTH.

SEVENTH: Each share or portion above or below set aside for a grandchild or more remote descendant of mine and directed to be disposed of as provided in this Article SEVENTH shall be held by my Trustees in separate trust to apply so much of the income therefrom for the health, education, maintenance or support of the beneficiary as my Trustees, in their absolute discretion, deem necessary or advisable, accumulating any balance of the income at least annually and adding the same to principal until the beneficiary attains the age of twenty-one; thereafter, the income shall be paid to the beneficiary in convenient installments.

I authorize and empower my Trustees, from time to time, to pay to the beneficiary such sums out of the principal of his or her trust (even to the extent of the whole thereof) as my Trustees deem that the beneficiary needs for his or her health, education, maintenance or support.

Upon the beneficiary's attaining the age of twenty-five, one-half of the then principal of his or her trust shall be distributed to the beneficiary absolutely, and upon the beneficiary's attaining the age of thirty, the balance of the principal of his or her trust shall be distributed to the beneficiary absolutely.

In the event of and upon the death of the beneficiary

during the continuance of his or her trust, the then principal thereof shall be divided into portions, per stirpes, for his or her then living descendants, or, in default thereof, for the then living descendants of the beneficiary's nearest ancestor who was a descendant of mine and who has descendants then living, or, in default thereof, for my then living descendants, and each such portion shall be distributed absolutely, except that any portion so set aside for a grandchild or more remote descendant of mine who is then the beneficiary of a trust under this Article SEVENTH shall be added to the principal of said trust and disposed of as a part thereof, subject to subsequent, but not prior, mandatory distributions of principal, and any portion so set aside for a grandchild or more remote descendant of mine who has not then attained the age of thirty and who is not then the beneficiary of a trust under this Article SEVENTH shall be disposed of as provided in this Article SEVENTH.

EIGHTH: I nominate and appoint my wife, SHIRLEY BERNSTEIN, as my Personal Representative. If my wife fails to qualify or ceases to be qualified, I nominate and appoint in her place the following individuals who shall be entitled to qualify, singly and in the order named: ALBERT W. GORTZ; LISA SUE FRIEDSTEIN; PAMELA BETH SIMON.

With respect to any trust created under Article THIRD, Article FOURTH or subdivision (a) of Article FIFTH of this Will, I nominate and appoint my wife, my daughter LISA SUE FRIEDSTEIN, and my daughter PAMELA BETH SIMON as Trustees hereunder.

With respect to any trust created under Article SIXTH or Article SEVENTH of this Will, I nominate and appoint my wife, SHIRLEY BERNSTEIN, and my daughter PAMELA BETH SIMON as Trustees. If my either my wife or PAMELA BETH SIMON fails to qualify or ceases to be qualified, I nominate and appoint in her place the following individuals who shall be entitled to qualify, singly

and in the order named: LISA SUE FRIEDSTEIN; JILL IANTONI.

My Personal Representatives and Trustees at any time qualified hereunder are authorized and empowered to designate a person or persons or a bank or trust company to act with them and, subject to the foregoing, a sole surviving Personal Representative or Trustee at any time qualified hereunder is authorized and empowered to designate a person or persons or a bank or trust company to act with or to succeed him or her; provided, however, that JEANNIE BERNSTEIN shall never be designated as or serve as a Personal Representative or as a Trustee of any trust created hereunder.

At all times at least one Trustee of any trust created hereunder shall not have an interest in the income or principal of such trust.

I direct that no bond or other security shall be required of any Personal Representative or Trustee named herein or designated as herein provided for any reason whatsoever.

NINTH: I hereby grant to my Personal Representatives and Trustees, in addition to the general powers conferred upon them by law, the following discretionary powers:

(a) To distribute my estate and set up the trusts herein at one time or at different times as soon after my death as they may deem practicable, whether before or after the expiration of any statutory period.

(b) To charge or credit to principal or income or to apportion between them, in such manner as they deem advisable, any ordinary or extraordinary expenses and any extraordinary, wasting or liquidating dividends and any dividends payable in the stock of the corporation declaring the dividend or payable in the stock of another corporation and so-called "capital gains dividends" declared by investment companies or investment trusts; to determine if and to what extent they shall amortize any premium paid by them on bonds or other obligations for the payment of money; upon the death of an income beneficiary, or any other termination of a trust herein, any accrued income (including dividends theretofore declared but not yet payable) shall be paid to the persons entitled to receive the income when it becomes payable, but any undistributed income which my Personal Representatives or Trustees are authorized in their discretion to accumulate shall be added to principal.

(c) To set apart out of the income of the trusts

herein (or out of the income of corporations of which the trusts own securities) reserves for such purposes including, without limitation, depreciation, depletion, obsolescence and other contingencies, and in such amounts as they, in their absolute discretion, shall deem advisable.

(d) To claim expenses chargeable against principal as estate tax or income tax deductions as they deem advisable and to determine if and to what extent any adjustment in favor of principal required by law shall be made.

(e) To make any payment or distribution (required or authorized under this Will) either wholly or partly in kind at market value at date of distribution; to cause any share to be composed of cash, property or undivided fractional interests in property different in kind from any other share and without regard, among such shares, to whether the property distributed has an equivalent basis for income tax purposes.

(f) To alter, repair, improve, demolish, manage, partition, mortgage, lease for any period (including a period in excess of any fixed by statute), exchange, grant options to lease or to buy, and sell or dispose of, at public or private sale and upon such conditions and such terms as to cash and credit as they deem advisable, any property held by them hereunder; said leases may extend beyond the duration of the trusts herein.

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

(h) To continue, settle or discontinue any business or partnership in which I may be interested.

(i) To continue to hold any property, real, personal or otherwise, including, but not limited to, stocks, bonds or other securities, domestic or foreign, in the form in which it shall be at my death or when received by them hereunder (without regard to any rule of law that may require them to decide whether or not to retain such property) or as the form thereof may be changed pursuant to the provisions of the other subdivisions of this Article of my Will, so long as they, in their absolute discretion, deem it advisable.

(j) To invest and reinvest in any property, including, but not limited to, stocks, bonds or other securities or so-called derivative investments, domestic or foreign, options to sell or to purchase such securities or so-called derivative investments (whether or not then held hereunder), shares or interests in mutual funds, investment companies, investment trusts or common trust funds of a bank or trust company, currencies, precious metals, oil and gas properties or other natural resources and commodities, or interests in, rights to or options to sell or to purchase any of the foregoing (whether or not then held hereunder), improved or unimproved real property or tangible personal property or life insurance, endowment, annuity or similar contracts (including such contracts insuring the then income beneficiary of any trust hereunder) that they may, in their absolute discretion, deem advisable and without regard to any duty to diversify or, except with respect to any trust for the benefit of my spouse that qualifies for the marital deduction under either Federal or state law, to make such property productive of income, and in any manner, including by direct purchase, entry into a joint venture, creation of or purchase of

an interest in any form of partnership or corporation or through any other form of participation or ownership.

(k) To employ any person, firm, corporation, bank or trust company for advice with respect to investment policy, but my Personal Representatives or Trustees may, in their absolute discretion, follow or refrain from following any recommendations so obtained, and said recommendations shall not in any way limit the discretionary power and authority herein conferred upon, and not otherwise delegated by, them with respect to investments; to designate a corporation, partnership or other firm, authorized so to act, as custodian, and to employ attorneys, accountants and bookkeepers; and to charge the fees and expenses of the foregoing to my estate or any trust hereunder.

(l) To retain possession, in their absolute discretion, of any property payable absolutely to an infant, and to invest and reinvest the same, to collect the income therefrom, and, after deducting all proper expenses, to apply the income and principal to the use of said infant (and in the case of tangible personal property to permit the infant to have the custody and use of all or part of it from time to time), with all the powers, rights and compensation of Trustees hereunder, provided, however, that nothing herein contained shall be construed to prevent or postpone the vesting of said property in said infant or to suspend the alienability of said property.

(m) In determining the amounts applicable to the use of an infant, to consider or disregard the ability of the parent or parents of said infant to support said infant; and to make payment of any amount, applicable to the use of or payable to an infant, (1) to the guardian (whether qualified in my domicile or any other jurisdiction) of the person or property of such infant, or (2) to the parent or parents of such infant (whether or not legally appointed his or her guardian(s)), or (3) to the extent permitted by law, to a Custodian for such infant under a Uniform Gifts to Minors Act or a Uniform Transfers to Minors Act, or (4) to apply the same for his or her benefit; the receipt of such guardian, parent or Custodian or the evidence of the application of such amount shall be a full discharge to my Personal Representatives and Trustees for such payment; provided, however, that with respect to any such payments to or for the benefit of my grandchildren ALEXANDRA BERNSTEIN, ERIC BERNSTEIN and MICHAEL BERNSTEIN, no such payment shall be made to JEANNIE BERNSTEIN in any capacity as such grandchild's parent, guardian or Custodian.

(n) Severally to authorize, by instrument in writing, any person or corporation, including any co-fiduciary, bank or trust company, to act in the place of said Personal Representative or Trustee with respect to specified transactions, to sign a particular check or checks, or to execute any other specifically stated instruments in the name of said Personal Representative or Trustee.

(o) To remove any property held by them hereunder to or from my domicile or any other jurisdiction.

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

(q) To exercise or perform every power, authority or duty, including discretionary powers, by the concurrence and in

the names of a majority of the Personal Representatives or Trustees qualified to participate, with the same effect as if all had joined therein; but by unanimous vote of the Personal Representatives or Trustees they may determine the number (one or more) who may give instructions to custodians, sign checks or have access to safe deposit boxes.

(r) To hold the principal or part of the principal of any of the trusts herein in one or more joint funds in which the separate trusts shall have undivided interests.

(s) To file such gift tax and income tax returns jointly with my spouse as they deem advisable.

(t) To compromise, settle, subordinate, arbitrate, extend, renew, modify, waive or extend the statute of limitations with respect to, or release, in whole or in part, any claim held by or against my estate or the trusts herein, or any mortgage or other security held by them or held against any property held by them hereunder.

(u) To participate in and consent to any corporate reorganization, dissolution, liquidation, merger, consolidation, sale or lease, or in and to any other change in any corporation or in its financial structure, and to become a depositor with any protective, reorganization or similar committee, and to make any necessary payments incident to the foregoing; to exercise or to sell any conversion, subscription or similar rights; and in general to exercise in respect to any securities the unrestricted rights of a personal owner, including voting in person and granting proxies, discretionary, general or otherwise.

(v) To the extent permitted by law, to register any property held by them hereunder in their names as Personal Representatives or Trustees or in the names of nominees, or to take and keep the same unregistered, in bearer form or otherwise in such condition as to pass by delivery.

(w) To lend such sums out of the income (other than of any trust for the benefit of my spouse that qualifies for the marital deduction under either Federal or state law) or principal of the trusts hereunder and upon such terms and conditions as they deem advisable; provided, however, that adequate security be obtained from, and reasonable interest be charged to, the borrower.

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

(y) To trade on margin (but only with the approval of my spouse in the case of any trust that qualifies for the marital deduction under either Federal or state law) and, for such purpose, to maintain and operate a margin account with any broker and to pledge any property held hereunder with such broker for loans and advances made to them. In connection with the foregoing, my Personal Representatives and Trustees are authorized and empowered to hold title in and to property in bearer, nominee or other form, without disclosure of any trust, so that title may pass by delivery.

TENTH: (a) All the powers granted to my Personal Representatives and Trustees hereunder may be exercised after the termination of the trusts hereunder in connection with the proper

administration and distribution thereof.

(b) Notwithstanding any provision in this Will to the contrary, any power (including discretionary powers) granted to my Personal Representatives and Trustees hereunder shall be absolutely void to the extent that the right to exercise or the exercise thereof would in any way cause my estate to lose all or part of the tax benefit afforded my estate by the marital deduction provisions under either Federal or state laws; without limiting the foregoing, with respect to the trusts for my spouse under Articles FOURTH and FIFTH of this Will, (1) subdivisions (a), (b), (c) and (p) of the preceding Article of this Will shall not apply and (2) my spouse may direct the Trustees, from time to time, to sell any property held as part of the principal, if it produces little or no income, and to invest the proceeds of sale in property that produces sufficient income to assure that such trust will qualify for the marital deduction.

(c) If any person beneficially interested hereunder shall die in the course of or as a direct result of the same disaster, accident or calamity as shall cause my death or the death of the life beneficiary upon whose death said person's interest is to take effect or under such circumstances that it cannot be readily determined whether I or said person, or the life beneficiary or said person, as the case may be, died first, then, for the purposes of this Will, said person shall be deemed to have died before me or before said life beneficiary, and my estate shall pass in such manner as would occur hereunder if said person had predeceased me or said life beneficiary, as the case may be.

(d) I direct that my Personal Representative(s) shall exercise the right, under Section 2207A(a)(1) of the Code and under any similar provision of any state law, to recover from the persons receiving any property referred to in said provisions (including the Trustees of any trust other than the pre-residuary trust under Article FOURTH of my spouse's Will) the amount of estate and inheritance taxes (and any interest and penalties relating thereto) paid by my estate attributable to such property. Subject to the direction in the preceding sentence, all estate and inheritance taxes of whatever kind imposed by reason of my death upon the property disposed of in this Will and upon any other property, including insurance but not including the pre-residuary trust under Article FOURTH of my spouse's Will (the taxes on which are to be paid out of the residuary trust thereunder), otherwise disposed of and subject to the imposition of said taxes, shall be charged, without right of reimbursement, (1) if my spouse survives me, against the property disposed of in Article THIRD of this Will, or, to the extent that said property is insufficient, against my residuary estate, or, (2) if my spouse predeceases me, against my residuary estate.

For the foregoing purposes, estate and inheritance taxes shall include any generation-skipping transfer tax on a direct skip taking effect at my death (other than a direct skip from a trust not created by me), but no other generation-skipping transfer tax.

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

(f) All testamentary powers of appointment granted in

this Will shall be exercisable by specific reference to this Will and, except as provided in subdivision (p) herein, shall not be exercisable in favor of the donee of the power or the donee's estate or creditors of the donee or of the donee's estate.

(g) Any person may renounce, in whole or in part, any provision in his or her favor hereunder and, in such event, the property covered by said provision, to the extent renounced, shall be disposed of as though said person had predeceased me, and if said property is to be held in trust, to the extent renounced, said property shall become free of the trust for said person (and of any power of appointment said person may have with respect thereto) and shall be disposed of as though said person had predeceased me. I do not intend by the foregoing to suggest that any particular person should so renounce.

(h) Any Personal Representative or Trustee who is an income beneficiary of a trust hereunder shall not be qualified to participate in the exercise of any power to make discretionary distributions to himself or herself or to make allocations, in his or her own favor, of receipts or expenses as between principal and income of such trust; nor shall any Personal Representative or Trustee participate in the exercise of a discretionary power to pay or apply income or principal to or for the benefit of a beneficiary whom said Personal Representative or Trustee (in his or her individual capacity) is then legally obligated to support; all said powers shall be exercisable by the other Personal Representative(s) or Trustee(s).

(i) With respect to any Personal Representative or Trustee who is interested, in his or her individual capacity, in any firm or corporation in which my estate or any trust hereunder may have an interest, I direct that he or she may deal freely with said firm or corporation in his or her individual capacity, notwithstanding that there may be a conflict with his or her fiduciary capacity hereunder, but I direct that if one or more of my Personal Representatives or Trustees has no such personal interest, then as to all matters pertaining to said firm or corporation involving such conflict of interest the decision of my estate and of said trust shall be made by said disinterested Personal Representative(s) or Trustee(s).

(j) A person from time to time qualified as Personal Representative or Trustee hereunder shall not be disqualified from purchasing assets of my estate, provided (1) said purchaser shall not participate as Personal Representative or Trustee in the decisions of the Personal Representatives or Trustees as to the price, conditions and terms of the sale, all of which decisions shall be made by the other Personal Representative(s) or Trustee(s); and (2) in fixing said price, conditions and terms said other Personal Representative(s) or Trustee(s) shall in all respects treat said purchaser in the same manner as though he or she were a third party, not qualified as Personal Representative or Trustee.

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

(l) My Personal Representatives and Trustees may exercise any rights or options with respect to any policy of life insurance held by them, whether granted in said policy or allowed by the insurer, including, but not limited to, surrendering, converting (into paid up or extended term insurance) or borrowing upon said policy; applying dividends against premiums or to purchase paid up additions; and exercising options with respect to surrender or payment of death proceeds.

(m) In any judicial proceeding involving my estate or any trust hereunder and in any non-judicial settlement of the account of a Personal Representative or Trustee hereunder, the interest of a person under disability may be represented by a party to such proceeding or settlement who is not under disability and who has the same interest.

(n) I direct that any administration expenses or debts charged to principal and not claimed and allowed as estate tax deductions shall be charged, (1) if my spouse survives me, against the property disposed of in Article THIRD of this Will, or, to the extent that said property is insufficient, against my residuary estate, or, (2) if my spouse predeceases me, against my residuary estate.

(o) I direct that all charges incurred by my Personal Representatives in storing, packing, shipping, delivering and insuring any property passing under the provisions of this Will, whether such property is specifically bequeathed or otherwise, shall be paid by my Personal Representatives as expenses of administering my estate.

(p) Notwithstanding the provisions of Article SEVENTH of this Will, if (1) pursuant thereto, upon the death of the beneficiary of a trust thereunder, any trust property would be set aside for a person who is assigned to a generation younger than that of the beneficiary under Section 2651 of the Code and if (2) said property would be subject to a generation-skipping transfer tax on the death of the beneficiary, but would not be subject to said tax to the extent that said property is includable in the beneficiary's estate for Federal estate tax purposes, then and in that event said property shall instead pass in such manner, including to his or her estate, if he or she shall so appoint, as the beneficiary shall by Will appoint with the unanimous prior written consent of all of the then qualified Trustees of said trust, except those whose required concurrence would prevent said power of appointment from being a "general power of appointment" within the meaning of Section 2041(b)(1) of the Code. Only if and to the extent that said power of appointment is not effectively exercised shall said property be disposed of as provided in said Article SEVENTH.

(q) Wherever in this Will property is directed to be added to or combined with an existing trust for a descendant of mine hereunder, my Personal Representatives and Trustees shall not combine property with different generation-skipping transfer tax inclusion ratios, as defined in Section 2642(a) of the Code, but shall add such property to the trust for such descendant hereunder which has the same generation-skipping transfer tax inclusion ratio as defined in Section 2642(a) of the Code as such property, or, if necessary, such property shall be held in a separate trust for such descendant, with said trust to have identical provisions to the existing trust for such descendant hereunder.

(r) If, at any time, there shall be a trust under the Will of my spouse, or a trust created by me or by my spouse during our lifetimes, for the same beneficiaries and subject to the same provisions as a trust under this Will (or as a trust intended to be created under this Will), my Personal Representatives and Trustees are authorized and empowered, in their absolute discretion, to transfer the principal held (or intended to be held) in trust hereunder to the Trustees of such other trust (whether or not the Trustees of such other trust or their successors are the Trustees nominated or appointed hereunder) or to combine them (unless such trusts have different generation-skipping transfer tax inclusion ratios, as defined in section 2642(a) of the Code), to form a single trust for simplicity and convenience of administration; provided, however, that if any such trusts are prevented from being combined or otherwise consolidated pursuant to the provisions of this subdivision because any such trust has a different maximum period of time that property held in such trust could remain held in such trust (the "perpetuities period"), the Trustees shall be permitted to combine or otherwise consolidate such trusts pursuant to the provisions of this subdivision with the resulting trust assigned the lesser of the perpetuities periods of the original trusts.

(s) I authorize and empower my Personal Representatives to allocate the GST Exemption allowable to me pursuant to Section 2631 of the Code, to the extent that it shall not have been allocated (or deemed allocated) by me during my lifetime, in such manner as they, in their absolute discretion, shall determine.

(t) In no event shall any trust hereunder continue longer than the maximum term allowable under Florida law (or any other state that may govern the provisions of my Will) in effect at the time of my death, and any trust then still in effect hereunder shall thereupon terminate and the then principal thereof shall be distributed absolutely to the beneficiary thereof.

(u) Every Personal Representative and Trustee hereunder, original and substitute, shall be chargeable only with said fiduciary's own respective receipts or acts, and shall not be liable for any loss or damage occurring hereunder without said fiduciary's willful default or deliberate wrongdoing, unless such loss or damage be occasioned by a violation of an express provision of this Will, and shall not be liable to my estate or any person beneficially interested hereunder for any loss or depreciation which may arise from any investment retained or made in accordance with the provisions of this Will or which may be occasioned by the exercise of any discretion authorized herein, whether such investment be continued or made in accordance with or in disregard of recommendations obtained as above provided.

(v) Wherever the context permits, the words "Personal Representatives" or "Trustees" shall be deemed to include "their survivor or survivors, successor or successors."

(w) To the extent permitted by law, none of the beneficiaries hereunder shall have the power to convey, anticipate, assign, encumber or in any way dispose of any part of the income or principal of their respective trust funds, nor shall said principal or income be in any way or in any amount answerable or chargeable with their duties, obligations, judgments or claims however arising, nor shall said principal or income be

taken or reached by any legal or equitable process in satisfaction thereof, it being my intent, so far as the law allows, to make said trusts what are commonly known as "spendthrift trusts."

(x) In determining whether or not to exercise any discretionary power to pay income or principal of my estate or any trust hereunder, my Personal Representatives or Trustees may, but shall not be required to, (1) with respect to the trusts created under Article THIRD, Article FOURTH, and subdivision (a) of Article FIFTH of this Will, take into account any other resources available to the beneficiary under consideration; (2) take into account any effect the exercise thereof may have on the respective tax liabilities of my estate or any trust hereunder and the beneficiary under consideration; and (3) consider and accept as correct any statement concerning these matters made by the beneficiary under consideration or on behalf of such beneficiary.

(y) I waive compliance by my Trustees with any law now or hereafter in effect requiring qualification, registration or accounting by my Trustees to any Court.

(z) Wherever reference is made in this Will to the "Code" it shall mean the Internal Revenue Code of 1986, as amended, and, if to any specific provision, it shall include any comparable provision of any subsequently enacted revenue law of the United States in effect from time to time.

ELEVENTH: The term "descendants" as used in this Will shall specifically exclude my daughter PAMELA BETH SIMON and her

descendants. Except as provided in Article SECOND of this Will, I have not made any provisions herein for PAMELA BETH SIMON or any of her descendants not out of lack of love or affection but because they have been adequately provided for.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 15 day of August, Two Thousand.

_____ (L.S.)

The foregoing instrument, consisting of this and seventeen preceding typewritten pages, was signed, sealed, published and declared by SIMON L. BERNSTEIN, the Testator, to be his Last Will and Testament, in our presence, and we, at his request and in his presence and in the presence of each other, have hereunto subscribed our names as witnesses, this 15th day of August, Two Thousand at 2255 Glades Road, Boca Raton, Florida.

George D Karibjanian residing at 1133 SW 20th Street
Boca Raton, FL

_____ residing at 2415 NW 32nd St.
Boca Raton, FL

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

We, SIMON L. BERNSTEIN, George O. Karibjanian and Robert Jacobowitz, the Testator and the witnesses respectively, whose names are signed to the attached or foregoing instrument, were sworn, and declared to the undersigned officer that the Testator, in the presence of the witnesses, signed the instrument as his Last Will and that each of the witnesses, in the presence of the Testator and in the presence of each other, signed the Will as a witness.

Testator

Witness

Witness

Subscribed and sworn to before me by SIMON L. BERNSTEIN, the Testator, and by George O. Karibjanian and Robert Jacobowitz, the witnesses, on August 15, 2000, all of whom personally appeared before me. SIMON L. BERNSTEIN is ~~personally known to me~~ or has produced _____ as identification. George O. Karibjanian is personally known to me or has produced _____ as identification. Robert Jacobowitz is personally known to me or has produced _____ as identification.

Notary Public (Affix Seal)
My commission expires:
My commission number is:

NADINE M. CATALFAMO
COMMISSION # CC817748
EXPIRES MAY 16, 2003
BONDED THROUGH
ADVANTAGE NOTARY

LAST WILL AND TESTAMENT

OF

SIMON BERNSTEIN

DATED: August 15, 2000

PROSKAUER ROSE LLP

Attorneys at Law
2255 Glades Road, Suite 340 West
Boca Raton, FL 33431-7383

LAST WILL AND TESTAMENT

OF

SHIRLEY BERNSTEIN

DATED: August 15, 2002

PROSKAUER ROSE LLP

Attorneys at Law
2255 Glades Road, Suite 340 West
Boca Raton, FL 33431-7383

I, SHIRLEY BERNSTEIN, of the County of Palm Beach, State of Florida, do hereby make, publish and declare this to be my Last Will and Testament, hereby revoking all prior Wills, Testaments and Codicils at any time made by me.

FIRST: I direct that all my just debts and funeral and administration expenses be paid as soon after my death as may be practicable.

SECOND: I hereby direct that, pursuant to Florida Statutes §732.515, or the comparable provision in effect at the time of my death, my personal and household effects, including jewelry, works of art and automobiles, if any, be distributed in accordance with a separate written statement executed by me. In the event there shall be more than one such written statement, the statement bearing the last date shall be controlling. If no such written statement is found and properly identified by my Personal Representatives within thirty days after my Personal Representatives are appointed, it shall be conclusively presumed that no such writing exists. In the event there shall be no such written statement (or to the extent such written statement does not effectively dispose of all of my personal and household effects, including jewelry, works of art and automobiles, if any), I give and bequeath all (or the balance) of my personal and household effects, if any, to my husband, SIMON L. BERNSTEIN, if he survives me, or, if he predeceases me, to such of my children, TED STUART BERNSTEIN, PAMELA BETH SIMON, ELIOT BERNSTEIN, JILL IANTONI and LISA SUE FRIEDSTEIN, as shall survive me, in shares as nearly equal as they shall agree upon, or, failing agreement, said personal and household effects shall be sold and the proceeds therefrom added to and disposed of as part of my residuary estate.

THIRD: If my husband, SIMON L. BERNSTEIN, survives me,

THE ORIGINAL OF THIS DOCUMENT IS BEING
HELD FOR SAFEKEEPING BY
PROSKAUER ROSE LLP
2255 GLADES ROAD
BOCA RATON, FLORIDA 33431

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I give and bequeath to my Trustees a "credit equivalent amount" (as defined below) to hold in separate trust to pay so much of the income therefrom and such sums out of the principal thereof (even to the extent of the whole thereof) to such of my husband and my descendants, living from time to time, equally or unequally, and to any one or more of them to the exclusion of the others, as my Trustees, in their absolute discretion, deem necessary or advisable; provided, however, that no such payment shall be made to my husband from the principal of the trust under this Article THIRD until the principal of his trust, if any, under Article FOURTH of this Will shall first have been exhausted. Any balance of the income shall be accumulated and added to principal annually.

Upon the death of my husband, the then principal of the trust shall pass to such one or more of my descendants in such shares, equal or unequal, and subject to such lawful trusts, terms and conditions as my husband shall by Will appoint. To the extent that said power of appointment is not effectively exercised, said principal shall be divided into as many equal shares as may be necessary to provide one for each of my then living grandchildren and one for each of my grandchildren who is then dead but who leaves descendants who are then living (such descendants to take in portions, per stirpes, the share set aside for them), and each such share or portion shall be distributed absolutely, except that any share or portion so set aside for a grandchild or more remote descendant of mine who has not then attained the age of thirty shall be disposed of as provided in Article SIXTH of this Will.

The "credit equivalent amount" shall be (a) the maximum amount which could comprise my taxable estate for Federal estate tax purposes without resulting in any Federal estate tax, after taking into account the applicable credit amount as defined in

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Section 2010(c) of the Code, but no other credits allowable against such tax, reduced by (b) the aggregate of:

> (1) the value (as finally determined for Federal estate tax purposes) of all property (including interests in property) includable in my estate for Federal estate tax purposes which passes under other provisions of this Will or otherwise than under this Will and with respect to which no marital deduction or charitable deduction is finally allowed in determining said tax, and
>
> (2) the amount of my adjusted taxable gifts within the meaning of Section 2001(b) of the Code.

The trust under this Article THIRD shall be known as the "Shirley Bernstein Credit Equivalent Trust."

FOURTH: I give and bequeath to my Trustees an amount equal to my "Unused GST Exemption" (as defined below) to hold in separate trust to pay the income therefrom in quarterly or more frequent installments to my husband, SIMON L. BERNSTEIN, during his life.

I authorize and empower my Trustees, from time to time, to pay to my husband such sums out of the principal of his trust (even to the extent of the whole thereof) as my Trustees, in their absolute discretion, deem in his best interests; provided, however, that no such payment shall be made to my husband from the principal of his trust under this Article FOURTH until the principal of his trust, if any, under subdivision (a) of Article FIFTH of this Will shall first have been exhausted.

Upon the death of my husband, the then principal of the trust shall pass to such of one or more of my descendants in such shares, equal or unequal, and subject to such lawful trusts, terms and conditions as my husband shall by Will appoint. To the extent that said power of appointment shall not be effectively exercised, or upon my death if my husband predeceases me, said principal shall be divided into as many equal shares as may be necessary to provide one for each of my then living grandchildren

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and one for each of my grandchildren who is then dead but who leaves descendants who are then living (such descendants to take in portions, per stirpes, the share set aside for them), and each such share or portion shall be distributed absolutely, except that any share or portion so set aside for a grandchild or more remote descendant of mine who has not then attained the age of thirty shall be disposed of as provided in Article SIXTH of this Will.

I direct that all estate and inheritance taxes of whatever kind imposed by reason of the inclusion of the trust under this Article in my husband's estate for such tax purposes shall (absent a contrary provision in my husband's Will) be charged, without right of reimbursement, against the principal of the trust for the benefit of my husband under subdivision (a) of Article FIFTH of this Will.

My "Unused GST Exemption" shall be an amount equal to the maximum GST exemption allowable to me pursuant to Section 2631 of the Code, reduced by the aggregate amount of my GST Exemption which has been allocated or deemed allocated by me or which shall be allocated by my Personal Representatives with respect to property transferred by me either under the provisions of this Will or otherwise than under this Will.

The trust under this Article FOURTH shall be known as the "Shirley Bernstein Exempt Marital Trust."

FIFTH: All the rest, residue and remainder of my estate, real, personal or otherwise and wheresoever situate, including any lapsed legacy or bequest, hereinafter called my residuary estate, shall be disposed of as follows:

(a) If my husband, SIMON L. BERNSTEIN, survives me, my residuary estate shall be held by my Trustees in separate trust to pay the income therefrom in quarterly or more frequent installments to my husband during his life.

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I authorize and empower my Trustees, from time to time, to pay to my husband such sums out of the principal of his trust (even to the extent of the whole thereof) as my Trustees, in their absolute discretion, deem in his best interests.

Upon the death of my husband, the then principal of his trust shall pass to such one or more of my descendants, in such shares, equal or unequal, and subject to such lawful trusts, terms and conditions as my husband shall by Will appoint. To the extent that said power of appointment is not effectively exercised, said principal shall be divided into shares, per stirpes, for such of my children TED STUART BERNSTEIN, ELIOT BERNSTEIN, JILL IANTONI and LISA SUE FRIEDSTEIN, as are then living and for the then living descendants of such of them as are then dead, and each such share shall be distributed absolutely, except that any share so set aside for a grandchild or more remote descendant of mine who has not then attained the age of thirty shall be disposed of as provided in Article SEVENTH of this Will.

The trust for my husband under this subdivision (a) shall be known as the "Shirley Bernstein Non-Exempt Marital Trust.

(b) If my husband predeceases me, my residuary estate shall be divided into shares, per stirpes, for such of my children TED STUART BERNSTEIN, ELIOT BERNSTEIN, JILL IANTONI and LISA SUE FRIEDSTEIN, as survive me and for the descendants who survive me of such of them as may predecease me, and each such share shall be distributed absolutely, except that any share so set aside for a grandchild or more remote descendant of mine who has not then attained the age of thirty shall be disposed of as provided in Article SEVENTH of this Will.

SIXTH: All shares, portions or parts above or below set aside for a grandchild or more remote descendant of mine and

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directed to be disposed of as provided in this Article SIXTH shall be combined and held by my Trustees in separate trust to apply so much of the income therefrom for the health, education, maintenance or support of the beneficiary as my Trustees, in their absolute discretion, deem necessary or advisable, accumulating any balance of the income at least annually and adding the same to principal until the beneficiary attains the age of twenty-one; thereafter, the income shall be paid to the beneficiary in convenient installments.

I authorize and empower my Trustees, from time to time, to pay to the beneficiary such sums out of the principal of his or her trust (even to the extent of the whole thereof) as my Trustees deem that the beneficiary needs for his or her health, education, maintenance or support.

Upon the beneficiary's attaining the age of twenty-five, one-half of the then principal of his or her trust shall be distributed to the beneficiary absolutely, and upon the beneficiary's attaining the age of thirty, the balance of the principal of his or her trust shall be distributed to the beneficiary absolutely.

In the event of and upon the death of the beneficiary during the continuance of his or her trust, the then principal thereof shall be divided into portions or parts, per stirpes, for his or her then living descendants, or, in default thereof, for the then living descendants of the beneficiary's nearest ancestor who was a grandchild or more remote descendant of mine and who has descendants then living, or, in default thereof, shall be divided into as many equal portions or parts as may be necessary to provide one for each of my then living grandchildren, and one for each of them who is then dead but who leaves descendants who are then living (such descendants to take in parts, per stirpes, the share set aside for them), and each such portion or part

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shall be distributed absolutely, except that any portion or part so set aside for a grandchild or more remote descendant of mine who is then the beneficiary of a trust under this Article SIXTH shall be added to the principal of said trust and disposed of as a part thereof, subject to subsequent, but not prior, mandatory distributions of principal, and any portion or part so set aside for a grandchild or more remote descendant of mine who has not then attained the age of thirty and who is not then the beneficiary of a trust under this Article SIXTH shall be disposed of as provided in this Article SIXTH.

SEVENTH: Each share or portion above or below set aside for a grandchild or more remote descendant of mine and directed to be disposed of as provided in this Article SEVENTH shall be held by my Trustees in separate trust to apply so much of the income therefrom for the health, education, maintenance or support of the beneficiary as my Trustees, in their absolute discretion, deem necessary or advisable, accumulating any balance of the income at least annually and adding the same to principal until the beneficiary attains the age of twenty-one; thereafter, the income shall be paid to the beneficiary in convenient installments.

I authorize and empower my Trustees, from time to time, to pay to the beneficiary such sums out of the principal of his or her trust (even to the extent of the whole thereof) as my Trustees deem that the beneficiary needs for his or her health, education, maintenance or support.

Upon the beneficiary's attaining the age of twenty-five, one-half of the then principal of his or her trust shall be distributed to the beneficiary absolutely, and upon the beneficiary's attaining the age of thirty, the balance of the principal of his or her trust shall be distributed to the beneficiary absolutely.

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In the event of and upon the death of the beneficiary during the continuance of his or her trust, the then principal thereof shall be divided into portions, per stirpes, for his or her then living descendants, or, in default thereof, for the then living descendants of the beneficiary's nearest ancestor who was a descendant of mine and who has descendants then living, or, in default thereof, for my then living descendants, and each such portion shall be distributed absolutely, except that any portion so set aside for a grandchild or more remote descendant of mine who is then the beneficiary of a trust under this Article SEVENTH shall be added to the principal of said trust and disposed of as a part thereof, subject to subsequent, but not prior, mandatory distributions of principal, and any portion so set aside for a grandchild or more remote descendant of mine who has not then attained the age of thirty and who is not then the beneficiary of a trust under this Article SEVENTH shall be disposed of as provided in this Article SEVENTH.

EIGHTH: I nominate and appoint my husband, SIMON L. BERNSTEIN, as my Personal Representative. If my husband fails to qualify or ceases to be qualified, I nominate and appoint in his place the following individuals who shall be entitled to qualify, singly and in the order named: ALBERT W. GORTZ; LISA SUE FRIEDSTEIN; PAMELA BETH SIMON.

With respect to any trust created under Article THIRD, Article FOURTH or subdivision (a) of Article FIFTH of this Will, I nominate and appoint my husband, my daughter LISA SUE FRIEDSTEIN, and my daughter PAMELA BETH SIMON as Trustees hereunder.

With respect to any trust created under Article SIXTH or Article SEVENTH of this Will, I nominate and appoint my husband, SIMON L. BERNSTEIN, and my daughter PAMELA BETH SIMON as Trustees. If either my husband or PAMELA BETH SIMON fails to

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qualify or ceases to be qualified, I nominate and appoint in his or her place the following individuals who shall be entitled to qualify, singly and in the order named: LISA SUE FRIEDSTEIN; JILL IANTONI.

My Personal Representatives and Trustees at any time qualified hereunder are authorized and empowered to designate a person or persons or a bank or trust company to act with them and, subject to the foregoing, a sole surviving Personal Representative or Trustee at any time qualified hereunder is authorized and empowered to designate a person or persons or a bank or trust company to act with or to succeed him or her; provided, however, that JEANNIE BERNSTEIN shall never be designated as or serve as a Personal Representative or as a Trustee of any trust created hereunder.

At all times at least one Trustee of any trust created hereunder shall not have an interest in the income or principal of such trust.

I direct that no bond or other security shall be required of any Personal Representative or Trustee named herein or designated as herein provided for any reason whatsoever.

NINTH: I hereby grant to my Personal Representatives and Trustees, in addition to the general powers conferred upon them by law, the following discretionary powers:

(a) To distribute my estate and set up the trusts herein at one time or at different times as soon after my death as they may deem practicable, whether before or after the expiration of any statutory period.

(b) To charge or credit to principal or income or to apportion between them, in such manner as they deem advisable, any ordinary or extraordinary expenses and any extraordinary, wasting or liquidating dividends and any dividends payable in the stock of the corporation declaring the dividend or payable in the stock of another corporation and so-called "capital gains dividends" declared by investment companies or investment trusts; to determine if and to what extent they shall amortize any premium paid by them on bonds or other obligations for the payment of money; upon the death of an income beneficiary, or any other termination of a trust herein, any accrued income (including dividends theretofore declared but not yet payable) shall be paid

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to the persons entitled to receive the income when it becomes payable, but any undistributed income which my Personal Representatives or Trustees are authorized in their discretion to accumulate shall be added to principal.

(c) To set apart out of the income of the trusts herein (or out of the income of corporations of which the trusts own securities) reserves for such purposes including, without limitation, depreciation, depletion, obsolescence and other contingencies, and in such amounts as they, in their absolute discretion, shall deem advisable.

(d) To claim expenses chargeable against principal as estate tax or income tax deductions as they deem advisable and to determine if and to what extent any adjustment in favor of principal required by law shall be made.

(e) To make any payment or distribution (required or authorized under this Will) either wholly or partly in kind at market value at date of distribution; to cause any share to be composed of cash, property or undivided fractional interests in property different in kind from any other share and without regard, among such shares, to whether the property distributed has an equivalent basis for income tax purposes.

(f) To alter, repair, improve, demolish, manage, partition, mortgage, lease for any period (including a period in excess of any fixed by statute), exchange, grant options to lease or to buy, and sell or dispose of, at public or private sale and upon such conditions and such terms as to cash and credit as they deem advisable, any property held by them hereunder; said leases may extend beyond the duration of the trusts herein.

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

(h) To continue, settle or discontinue any business or partnership in which I may be interested.

(i) To continue to hold any property, real, personal or otherwise, including, but not limited to, stocks, bonds or other securities, domestic or foreign, in the form in which it shall be at my death or when received by them hereunder (without regard to any rule of law that may require them to decide whether or not to retain such property) or as the form thereof may be changed pursuant to the provisions of the other subdivisions of this Article of my Will, so long as they, in their absolute discretion, deem it advisable.

(j) To invest and reinvest in any property, including, but not limited to, stocks, bonds or other securities or so-called derivative investments, domestic or foreign, options to sell or to purchase such securities or so-called derivative investments (whether or not then held hereunder), shares or interests in mutual funds, investment companies, investment trusts or common trust funds of a bank or trust company, currencies, precious metals, oil and gas properties or other natural resources and commodities, or interests in, rights to or options to sell or to purchase any of the foregoing (whether or not then held hereunder), improved or unimproved real property or tangible personal property or life insurance, endowment, annuity or similar contracts (including such contracts insuring the then income beneficiary of any trust hereunder) that they may, in

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their absolute discretion, deem advisable and without regard to any duty to diversify or, except with respect to any trust for the benefit of my spouse that qualifies for the marital deduction under either Federal or state law, to make such property productive of income, and in any manner, including by direct purchase, entry into a joint venture, creation of or purchase of an interest in any form of partnership or corporation or through any other form of participation or ownership.

(k) To employ any person, firm, corporation, bank or trust company for advice with respect to investment policy, but my Personal Representatives or Trustees may, in their absolute discretion, follow or refrain from following any recommendations so obtained, and said recommendations shall not in any way limit the discretionary power and authority herein conferred upon, and not otherwise delegated by, them with respect to investments; to designate a corporation, partnership or other firm, authorized so to act, as custodian, and to employ attorneys, accountants and bookkeepers; and to charge the fees and expenses of the foregoing to my estate or any trust hereunder.

(l) To retain possession, in their absolute discretion, of any property payable absolutely to an infant, and to invest and reinvest the same, to collect the income therefrom, and, after deducting all proper expenses, to apply the income and principal to the use of said infant (and in the case of tangible personal property to permit the infant to have the custody and use of all or part of it from time to time), with all the powers, rights and compensation of Trustees hereunder, provided, however, that nothing herein contained shall be construed to prevent or postpone the vesting of said property in said infant or to suspend the alienability of said property.

(m) In determining the amounts applicable to the use of an infant, to consider or disregard the ability of the parent or parents of said infant to support said infant; and to make payment of any amount, applicable to the use of or payable to an infant, (1) to the guardian (whether qualified in my domicile or any other jurisdiction) of the person or property of such infant, or (2) to the parent or parents of such infant (whether or not legally appointed his or her guardian(s)), or (3) to the extent permitted by law, to a Custodian for such infant under a Uniform Gifts to Minors Act or a Uniform Transfers to Minors Act, or (4) to apply the same for his or her benefit; the receipt of such guardian, parent or Custodian or the evidence of the application of such amount shall be a full discharge to my Personal Representatives and Trustees for such payment; provided, however, that with respect to any such payments to or for the benefit of my grandchildren ALEXANDRA BERNSTEIN, ERIC BERNSTEIN and MICHAEL BERNSTEIN, no such payment shall be made to JEANNIE BERNSTEIN in any capacity as such grandchild's parent, guardian or Custodian.

(n) Severally to authorize, by instrument in writing, any person or corporation, including any co-fiduciary, bank or trust company, to act in the place of said Personal Representative or Trustee with respect to specified transactions, to sign a particular check or checks, or to execute any other specifically stated instruments in the name of said Personal Representative or Trustee.

(o) To remove any property held by them hereunder to or from my domicile or any other jurisdiction.

(p) To organize or participate in the organization of

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corporations, and to transfer to them any part or all of the property held by them hereunder in exchange for securities thereof.

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

(r) To hold the principal or part of the principal of any of the trusts herein in one or more joint funds in which the separate trusts shall have undivided interests.

(s) To file such gift tax and income tax returns jointly with my spouse as they deem advisable.

(t) To compromise, settle, subordinate, arbitrate, extend, renew, modify, waive or extend the statute of limitations with respect to, or release, in whole or in part, any claim held by or against my estate or the trusts herein, or any mortgage or other security held by them or held against any property held by them hereunder.

(u) To participate in and consent to any corporate reorganization, dissolution, liquidation, merger, consolidation, sale or lease, or in and to any other change in any corporation or in its financial structure, and to become a depositor with any protective, reorganization or similar committee, and to make any necessary payments incident to the foregoing; to exercise or to sell any conversion, subscription or similar rights; and in general to exercise in respect to any securities the unrestricted rights of a personal owner, including voting in person and granting proxies, discretionary, general or otherwise.

(v) To the extent permitted by law, to register any property held by them hereunder in their names as Personal Representatives or Trustees or in the names of nominees, or to take and keep the same unregistered, in bearer form or otherwise in such condition as to pass by delivery.

(w) To lend such sums out of the income (other than of any trust for the benefit of my spouse that qualifies for the marital deduction under either Federal or state law) or principal of the trusts hereunder and upon such terms and conditions as they deem advisable; provided, however, that adequate security be obtained from, and reasonable interest be charged to, the borrower.

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

(y) To trade on margin (but only with the approval of my spouse in the case of any trust that qualifies for the marital deduction under either Federal or state law) and, for such purpose, to maintain and operate a margin account with any broker and to pledge any property held hereunder with such broker for loans and advances made to them. In connection with the foregoing, my Personal Representatives and Trustees are authorized and empowered to hold title in and to property in bearer, nominee or other form, without disclosure of any trust,

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so that title may pass by delivery.

TENTH: (a) All the powers granted to my Personal Representatives and Trustees hereunder may be exercised after the termination of the trusts hereunder in connection with the proper administration and distribution thereof.

(b) Notwithstanding any provision in this Will to the contrary, any power (including discretionary powers) granted to my Personal Representatives and Trustees hereunder shall be absolutely void to the extent that the right to exercise or the exercise thereof would in any way cause my estate to lose all or part of the tax benefit afforded my estate by the marital deduction provisions under either Federal or state laws; without limiting the foregoing, with respect to the trusts for my spouse under Articles FOURTH and FIFTH of this Will, (1) subdivisions (a), (b), (c) and (p) of the preceding Article of this Will shall not apply and (2) my spouse may direct the Trustees, from time to time, to sell any property held as part of the principal, if it produces little or no income, and to invest the proceeds of sale in property that produces sufficient income to assure that such trust will qualify for the marital deduction.

(c) If any person beneficially interested hereunder shall die in the course of or as a direct result of the same disaster, accident or calamity as shall cause my death or the death of the life beneficiary upon whose death said person's interest is to take effect or under such circumstances that it cannot be readily determined whether I or said person, or the life beneficiary or said person, as the case may be, died first, then, for the purposes of this Will, said person shall be deemed to have died before me or before said life beneficiary, and my estate shall pass in such manner as would occur hereunder if said person had predeceased me or said life beneficiary, as the case may be.

(d) I direct that my Personal Representative(s) shall exercise the right, under Section 2207A(a)(1) of the Code and under any similar provision of any state law, to recover from the persons receiving any property referred to in said provisions (including the Trustees of any trust other than the pre-residuary trust under Article FOURTH of my spouse's Will) the amount of estate and inheritance taxes (and any interest and penalties relating thereto) paid by my estate attributable to such property. Subject to the direction in the preceding sentence, all estate and inheritance taxes of whatever kind imposed by reason of my death upon the property disposed of in this Will and upon any other property, including insurance but not including the pre-residuary trust under Article FOURTH of my spouse's Will (the taxes on which are to be paid out of the residuary trust thereunder), otherwise disposed of and subject to the imposition of said taxes, shall be charged, without right of reimbursement, (1) if my spouse survives me, against the property disposed of in Article THIRD of this Will, or, to the extent that said property is insufficient, against my residuary estate, or, (2) if my spouse predeceases me, against my residuary estate.

For the foregoing purposes, estate and inheritance taxes shall include any generation-skipping transfer tax on a direct skip taking effect at my death (other than a direct skip from a trust not created by me), but no other generation-skipping transfer tax.

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

(f) All testamentary powers of appointment granted in this Will shall be exercisable by specific reference to this Will and, except as provided in subdivision (p) herein, shall not be exercisable in favor of the donee of the power or the donee's estate or creditors of the donee or of the donee's estate.

(g) Any person may renounce, in whole or in part, any provision in his or her favor hereunder and, in such event, the property covered by said provision, to the extent renounced, shall be disposed of as though said person had predeceased me, and if said property is to be held in trust, to the extent renounced, said property shall become free of the trust for said person (and of any power of appointment said person may have with respect thereto) and shall be disposed of as though said person had predeceased me. I do not intend by the foregoing to suggest that any particular person should so renounce.

(h) Any Personal Representative or Trustee who is an income beneficiary of a trust hereunder shall not be qualified to participate in the exercise of any power to make discretionary distributions to himself or herself or to make allocations, in his or her own favor, of receipts or expenses as between principal and income of such trust; nor shall any Personal Representative or Trustee participate in the exercise of a discretionary power to pay or apply income or principal to or for the benefit of a beneficiary whom said Personal Representative or Trustee (in his or her individual capacity) is then legally obligated to support; all said powers shall be exercisable by the other Personal Representative(s) or Trustee(s).

(i) With respect to any Personal Representative or Trustee who is interested, in his or her individual capacity, in any firm or corporation in which my estate or any trust hereunder may have an interest, I direct that he or she may deal freely with said firm or corporation in his or her individual capacity, notwithstanding that there may be a conflict with his or her fiduciary capacity hereunder, but I direct that if one or more of my Personal Representatives or Trustees has no such personal interest, then as to all matters pertaining to said firm or corporation involving such conflict of interest the decision of my estate and of said trust shall be made by said disinterested Personal Representative(s) or Trustee(s).

(j) A person from time to time qualified as Personal Representative or Trustee hereunder shall not be disqualified from purchasing assets of my estate, provided (1) said purchaser shall not participate as Personal Representative or Trustee in the decisions of the Personal Representatives or Trustees as to the price, conditions and terms of the sale, all of which decisions shall be made by the other Personal Representative(s) or Trustee(s); and (2) in fixing said price, conditions and terms said other Personal Representative(s) or Trustee(s) shall in all respects treat said purchaser in the same manner as though he or she were a third party, not qualified as Personal Representative or Trustee.

(k) My Personal Representatives and Trustees may purchase assets from or sell assets to other estates or trusts not created hereunder, notwithstanding that one or more of my

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said Personal Representatives and Trustees are fiduciaries of or beneficially interested in said estates or trusts; provided, however, that if one or more of my Personal Representatives or Trustees has no such interest, then as to all such matters the decision of my estate or of the trusts hereunder shall be made by said disinterested Personal Representative(s) or Trustee(s).

(l) My Personal Representatives and Trustees may exercise any rights or options with respect to any policy of life insurance held by them, whether granted in said policy or allowed by the insurer, including, but not limited to, surrendering, converting (into paid up or extended term insurance) or borrowing upon said policy; applying dividends against premiums or to purchase paid up additions; and exercising options with respect to surrender or payment of death proceeds.

(m) In any judicial proceeding involving my estate or any trust hereunder and in any non-judicial settlement of the account of a Personal Representative or Trustee hereunder, the interest of a person under disability may be represented by a party to such proceeding or settlement who is not under disability and who has the same interest.

(n) I direct that any administration expenses or debts charged to principal and not claimed and allowed as estate tax deductions shall be charged, (1) if my spouse survives me, against the property disposed of in Article THIRD of this Will, or, to the extent that said property is insufficient, against my residuary estate, or, (2) if my spouse predeceases me, against my residuary estate.

(o) I direct that all charges incurred by my Personal Representatives in storing, packing, shipping, delivering and insuring any property passing under the provisions of this Will, whether such property is specifically bequeathed or otherwise, shall be paid by my Personal Representatives as expenses of administering my estate.

(p) Notwithstanding the provisions of Article SEVENTH of this Will, if (1) pursuant thereto, upon the death of the beneficiary of a trust thereunder, any trust property would be set aside for a person who is assigned to a generation younger than that of the beneficiary under Section 2651 of the Code and if (2) said property would be subject to a generation-skipping transfer tax on the death of the beneficiary, but would not be subject to said tax to the extent that said property is includable in the beneficiary's estate for Federal estate tax purposes, then and in that event said property shall instead pass in such manner, including to his or her estate, if he or she shall so appoint, as the beneficiary shall by Will appoint with the unanimous prior written consent of all of the then qualified Trustees of said trust, except those whose required concurrence would prevent said power of appointment from being a "general power of appointment" within the meaning of Section 2041(b)(1) of the Code. Only if and to the extent that said power of appointment is not effectively exercised shall said property be disposed of as provided in said Article SEVENTH.

(q) Wherever in this Will property is directed to be added to or combined with an existing trust for a descendant of mine hereunder, my Personal Representatives and Trustees shall not combine property with different generation-skipping transfer tax inclusion ratios, as defined in Section 2642(a) of the Code, but shall add such property to the trust for such descendant

hereunder which has the same generation-skipping transfer tax inclusion ratio as defined in Section 2642(a) of the Code as such property, or, if necessary, such property shall be held in a separate trust for such descendant, with said trust to have identical provisions to the existing trust for such descendant hereunder.

(r) If, at any time, there shall be a trust under the Will of my spouse, or a trust created by me or by my spouse during our lifetimes, for the same beneficiaries and subject to the same provisions as a trust under this Will (or as a trust intended to be created under this Will), my Personal Representatives and Trustees are authorized and empowered, in their absolute discretion, to transfer the principal held (or intended to be held) in trust hereunder to the Trustees of such other trust (whether or not the Trustees of such other trust or their successors are the Trustees nominated or appointed hereunder) or to combine them (unless such trusts have different generation-skipping transfer tax inclusion ratios, as defined in section 2642(a) of the Code), to form a single trust for simplicity and convenience of administration; provided, however, that if any such trusts are prevented from being combined or otherwise consolidated pursuant to the provisions of this subdivision because any such trust has a different maximum period of time that property held in such trust could remain held in such trust (the "perpetuities period"), the Trustees shall be permitted to combine or otherwise consolidate such trusts pursuant to the provisions of this subdivision with the resulting trust assigned the lesser of the perpetuities periods of the original trusts.

(s) I authorize and empower my Personal Representatives to allocate the GST Exemption allowable to me pursuant to Section 2631 of the Code, to the extent that it shall not have been allocated (or deemed allocated) by me during my lifetime, in such manner as they, in their absolute discretion, shall determine.

(t) In no event shall any trust hereunder continue longer than the maximum term allowable under Florida law (or any other state that may govern the provisions of my Will) in effect at the time of my death, and any trust then still in effect hereunder shall thereupon terminate and the then principal thereof shall be distributed absolutely to the beneficiary thereof.

(u) Every Personal Representative and Trustee hereunder, original and substitute, shall be chargeable only with said fiduciary's own respective receipts or acts, and shall not be liable for any loss or damage occurring hereunder without said fiduciary's willful default or deliberate wrongdoing, unless such loss or damage be occasioned by a violation of an express provision of this Will, and shall not be liable to my estate or any person beneficially interested hereunder for any loss or depreciation which may arise from any investment retained or made in accordance with the provisions of this Will or which may be occasioned by the exercise of any discretion authorized herein, whether such investment be continued or made in accordance with or in disregard of recommendations obtained as above provided.

(v) Wherever the context permits, the words "Personal Representatives" or "Trustees" shall be deemed to include "their survivor or survivors, successor or successors."

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(w) To the extent permitted by law, none of the beneficiaries hereunder shall have the power to convey, anticipate, assign, encumber or in any way dispose of any part of the income or principal of their respective trust funds, nor shall said principal or income be in any way or in any amount answerable or chargeable with their duties, obligations, judgments or claims however arising, nor shall said principal or income be taken or reached by any legal or equitable process in satisfaction thereof, it being my intent, so far as the law allows, to make said trusts what are commonly known as "spendthrift trusts."

(x) In determining whether or not to exercise any discretionary power to pay income or principal of my estate or any trust hereunder, my Personal Representatives or Trustees may, but shall not be required to, (1) with respect to the trusts created under Article THIRD, Article FOURTH, and subdivision (a) of Article FIFTH of this Will, take into account any other resources available to the beneficiary under consideration; (2) take into account any effect the exercise thereof may have on the respective tax liabilities of my estate or any trust hereunder and the beneficiary under consideration; and (3) consider and accept as correct any statement concerning these matters made by the beneficiary under consideration or on behalf of such beneficiary.

(y) I waive compliance by my Trustees with any law now or hereafter in effect requiring qualification, registration or accounting by my Trustees to any Court.

(z) Wherever reference is made in this Will to the "Code" it shall mean the Internal Revenue Code of 1986, as amended, and, if to any specific provision, it shall include any comparable provision of any subsequently enacted revenue law of the United States in effect from time to time

ELEVENTH: The term "descendants" as used in this Will shall specifically exclude my daughter PAMELA BETH SIMON and her

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

We, SHIRLEY BERNSTEIN, George O. Karibjanian and Robert Jacobowitz, the Testatrix and the witnesses respectively, whose names are signed to the attached or foregoing instrument, were sworn, and declared to the undersigned officer that the Testatrix, in the presence of the witnesses, signed the instrument as her Last Will and that each of the witnesses, in the presence of the Testatrix and in the presence of each other, signed the Will as a witness.

Testatrix

Witness

Witness

Subscribed and sworn to before me by SHIRLEY BERNSTEIN, the Testatrix, and by George O. Karibjanian and Robert Jacobowitz, the witnesses, on August 15, 2000, all of whom personally appeared before me. SHIRLEY BERNSTEIN is personally known to me or has produced _____ as identification. George O. Karibjanian is personally known to me or has produced _____ as identification. Robert Jacobowitz is personally known to me or has produced _____ as identification.

Notary Public (Affix Seal)
My commission expires:
My commission number is:

NADINE M. CATALFAMO
COMMISSION # CC817768
EXPIRES MAY 16, 2003
BONDED THROUGH
ADVANTAGE NOTARY

descendants. Except as provided in Article SECOND of this Will, I have not made any provisions herein for PAMELA BETH SIMON or any of her descendants not out of lack of love or affection but because they have been adequately provided for.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 15 day of August, Two Thousand.

_____ (L.S.)

The foregoing instrument, consisting of this and seventeen preceding typewritten pages, was signed, sealed, published and declared by SHIRLEY BERNSTEIN, the Testatrix, to be her Last Will and Testament, in our presence, and we, at her request and in her presence and in the presence of each other, have hereunto subscribed our names as witnesses, this 15th day of August, Two Thousand at 2255 Glades Road, Boca Raton, Florida.

George Karibjanis residing at 1133 SW 20th Street Boca Raton, FL

_____ residing at 2415 NW 32nd St. Boca Raton, FL

LAW OFFICES OF
STEVEN I. GREENWALD, P.A.
BOCA PALM PROFESSIONAL PLAZA
6971 NORTH FEDERAL HIGHWAY, SUITE 105
BOCA RATON, FLORIDA 33487

e - mail: sigreenwald @ 561net.com

TELEPHONE (561) 994 - 5560
FAX (561) 994 - 5629

October 12, 2007

Mr. and Mrs. Simon L. Bernstein
7020 Lions Head Lane
Boca Raton, Florida 33496

Re: Estate Planning

Dear Mr. and Mrs. Bernstein:

Pursuant to the request of Diane of your office, please find enclosed copies of the following estate planning documents:

Living Wills
Durable Powers of Attorney
Designation of Health Care Surrogate
Trust Agreement dated August 15, 2000
Last Wills and Testaments
First Codicils to Last Wills

If you should need anything further, please do not hesitate to contact us.

Very truly yours,

Cynthia Flynn
Assistant to Steven I. Greenwald

enclosures

LAW OFFICES OF
STEVEN I. GREENWALD, P.A.
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Very truly yours,

Cynthia Flynn
Assistant to Steven I. Greenwald

enclosures

FIRST CODICIL TO

LAST WILL AND TESTAMENT OF

SHIRLEY BERNSTEIN

ORIGINAL DOCUMENT AT
LAW OFFICES OF
STEVEN I. GREENWALD, P.A.
Boca Palm Professional Plaza
6971 N. Federal Highway
Suite 105
Boca Raton, Florida 33487

I, SHIRLEY BERNSTEIN, a resident of the County of Palm Beach, State of Florida, declare that this is the First Codicil to my Last Will and Testament which is dated August 15, 2000.

FIRST: I revoke, in its entirety, Article EIGHTH of my Last Will and Testament. In place of this revoked Article EIGHTH, I substitute the following:

"EIGHTH: I nominate and appoint my husband, SIMON L. BERNSTEIN, as my Personal Representative. If my husband fails to qualify or ceases to be qualified, I nominate and appoint in his place the following individuals who shall be entitled to qualify, singly and in the order named: STEVEN I. GREENWALD, ESQUIRE; LISA SUE FRIEDSTEIN; PAMELA BETH SIMON.

With respect to any trust created under Article THIRD, Article FOURTH or subdivision (a) of Article FIFTH of this Will, I nominate and appoint my husband, my daughter LISA SUE FRIEDSTEIN, and my daughter PAMELA BETH SIMON as Trustees hereunder.

With respect to any trust created under Article SIXTH or Article SEVENTH of this Will, I nominate and appoint my husband, SIMON L. BERNSTEIN, and my daughter PAMELA BETH SIMON as Trustees. If either my husband, or PAMELA BETH SIMON fails to qualify or ceases to be qualified, I nominate and appoint in their place the following individuals who shall be entitled to qualify, singly and in the order named: LISA SUE FRIEDSTEIN; JILL IANTONI.

My Personal Representatives and Trustees at any time qualified hereunder are authorized and empowered to designate a person or persons or a bank or trust company to act with them and, subject to the foregoing, a sole surviving Personal Representative or Trustee at any time qualified hereunder is authorized and empowered to designate a person or persons or a bank or trust company to act with or to succeed him or her; provided, however, that JEANNIE BERNSTEIN shall never be designated as or serve as a Personal Representative or as a Trustee of any trust created hereunder.

At all times at least one Trustee of any trust created hereunder shall not have an interest in the income or principal of such trust.

I direct that no bond or other security shall be required of any Personal Representative or Trustee named herein or designated as herein provided for any reason whatsoever."

SECOND: I hereby confirm and republish my Will dated August 15, 2000, in all respects other than those herein mentioned.

IN WITNESS WHEREOF, I have signed this First Codicil consisting of 4 pages, this and the following pages included, and for the purpose of identification have placed my initials at the bottom of all pages, this 1st day of December, 2001.

12/1/01

SHIRLEY BERNSTEIN

We certify that the above instrument was on the date thereof signed and declared by SHIRLEY BERNSTEIN, as a First Codicil to her Will dated August 15, 2000, in our presence and that we, in her presence and in the presence of each other, have signed our names as witnesses thereto, believing SHIRLEY BERNSTEIN to be of sound mind at the time of signing.

_____ residing at 1344 N.W. 82nd Ave.
Coral Springs, Fl. 33071

_____ residing at 7239 Ballantrae Court
Boca Raton, Fl. 33496

SELF-PROOF AFFIDAVIT

STATE OF FLORIDA

COUNTY OF PALM BEACH

We, SHIRLEY BERNSTEIN, the Testatrix and the witnesses respectively, whose names are signed to the attached or foregoing instrument, having been sworn, declared to the undersigned officer that the Testatrix signed this instrument as her First Codicil to her Last Will and Testament, and that she signed voluntarily and that each of the witnesses in the presence of the Testatrix, at her request, and in the presence of each other signed the Codicil as a witness and to the best of the knowledge of each witness the Testatrix was at that time 18 or more years of age, of sound mind and under no constraint or undue influence.

Testatrix

Witness

Witness

Subscribed and sworn to before me by SHIRLEY BERNSTEIN, the Testatrix, Sheila Cusick and Steven I. Greenwald, the witnesses, on the 1st day of December, 2001, all of whom personally appeared before me. SHIRLEY BERNSTEIN is personally known to me, Sheila Cusick is personally known to me, and Steven I. Greenwald is personally known to me.

Notary Public
My Commission Expires:

OFFICIAL NOTARY SEAL
DOROTHEA F DEPACE
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC754174
MY COMMISSION EXP. JULY 21,2002

FIRST CODICIL TO

LAST WILL AND TESTAMENT OF

SIMON L. BERNSTEIN

ORIGINAL DOCUMENT AT
LAW OFFICES OF
STEVEN I. GREENWALD, P.A.
Boca Palm Professional Plaza
6971 N. Federal Highway
Suite 105
Boca Raton, Florida 33487

I, SIMON L. BERNSTEIN, a resident of the County of Palm Beach, State of Florida, declare that this is the First Codicil to my Last Will and Testament which is dated August 15, 2000.

FIRST: I revoke, in its entirety, Article EIGHTH of my Last Will and Testament. In place of this revoked Article EIGHTH, I substitute the following:

"EIGHTH: I nominate and appoint my wife, SHIRLEY BERNSTEIN, as my Personal Representative. If my wife fails to qualify or ceases to be qualified, I nominate and appoint in her place the following individuals who shall be entitled to qualify, singly and in the order named: STEVEN I. GREENWALD, ESQUIRE; LISA SUE FRIEDSTEIN; PAMELA BETH SIMON.

With respect to any trust created under Article THIRD, Article FOURTH or subdivision (a) of Article FIFTH of this Will, I nominate and appoint my wife, my daughter LISA SUE FRIEDSTEIN, and my daughter PAMELA BETH SIMON as Trustees hereunder.

With respect to any trust created under Article SIXTH or Article SEVENTH of this Will, I nominate and appoint my wife, SHIRLEY BERNSTEIN, and my daughter PAMELA BETH SIMON as Trustees. If either my wife, or PAMELA BETH SIMON fails to qualify or ceases to be qualified, I nominate and appoint in her place the following individuals who shall be entitled to qualify, singly and in the order named: LISA SUE FRIEDSTEIN; JILL IANTONI.

My Personal Representatives and Trustees at any time qualified hereunder are authorized and empowered to designate a person or persons or a bank or trust company to act with them and, subject to the foregoing, a sole surviving Personal Representative or Trustee at any time qualified hereunder is authorized and empowered to designate a person or persons or a bank or trust company to act with or to succeed him or her; provided, however, that JEANNIE BERNSTEIN shall never be designated as or serve as a Personal Representative or as a Trustee of any trust created hereunder.

At all times at least one Trustee of any trust created hereunder shall not have an interest in the income or principal of such trust.

I direct that no bond or other security shall be required of any Personal Representative or Trustee named herein or designated as herein provided for any reason whatsoever."

SECOND: I hereby confirm and republish my Will dated August 15, 2000, in all respects other than those herein mentioned.

IN WITNESS WHEREOF, I have signed this First Codicil consisting of 4 pages, this and the following pages included, and for the purpose of identification have placed my initials at the bottom of all pages, this 30 day of November, 2001.

SIMON L. BERNSTEIN

We certify that the above instrument was on the date thereof signed and declared by SIMON L. BERNSTEIN, as a First Codicil to his Will dated August 15, 2000, in our presence and that we, in his presence and in the presence of each other, have signed our names as witnesses thereto, believing SIMON L. BERNSTEIN to be of sound mind at the time of signing.

_____ residing at 1344 N.W. 82nd Ave.
Coral Springs, Fl. 33071

_____ residing at 7239 Ballantrae Court
Boca Raton, Fl. 33496

SELF-PROOF AFFIDAVIT

STATE OF FLORIDA

COUNTY OF PALM BEACH

We, SIMON L. BERNSTEIN, the Testator and the witnesses respectively, whose names are signed to the attached or foregoing instrument, having been sworn, declared to the undersigned officer that the Testator signed this instrument as his First Codicil to his Last Will and Testament, and that he signed voluntarily and that each of the witnesses in the presence of the Testator, at his request, and in the presence of each other signed the Codicil as a witness and to the best of the knowledge of each witness the Testator was at that time 18 or more years of age, of sound mind and under no constraint or undue influence.

Testator

Witness

Witness

Subscribed and sworn to before me by SIMON L. BERNSTEIN, the Testator, Sheila Cusick and Steven I. Greenwald, the witnesses, on the 30 day of November, 2001, all of whom personally appeared before me. SIMON L. BERNSTEIN is personally known to me, Sheila Cusick is personally known to me, and Steven I. Greenwald is personally known to me.

Notary Public
My Commission Expires:

OFFICIAL NOTARY SEAL
DOROTHEA F DEPACE
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC754174
MY COMMISSION EXP. JULY 21,2002

LIVING WILL

OF

SHIRLEY BERNSTEIN

DATED: August 15, 2000

PROSKAUER ROSE LLP

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

LIVING WILL
of
SHIRLEY BERNSTEIN

Declaration made this 15 day of August, 2000. I, SHIRLEY BERNSTEIN, willfully and voluntarily make known my desire that my dying not be artificially prolonged under the circumstances set forth below, and I do hereby declare that, if at any time I am incapacitated, as such term is defined in Florida Statutes § 765.101(8), as amended, or the comparable provision then in effect, and

SB I have a terminal condition, or

SB I have an end-state condition, or

SB I am in a persistent vegetative state,

and if my attending or treating physician and another consulting physician have determined that there is no reasonable medical probability of my recovery from such condition, I direct that life-prolonging procedures be withheld or withdrawn when the application of such procedures would serve only to prolong artificially the process of dying, and that I be permitted to die naturally with only the administration of medication or the performance of any medical procedure deemed necessary to provide me with comfort care or to alleviate pain.

I desire that nutrition and hydration (food and water) be withheld or withdrawn when the application of such procedures would serve only to prolong artificially the process of dying.

It is my intention that this declaration be honored by my family and physician as the final expression of my legal right to refuse medical or surgical treatment and to accept the consequences for such refusal.

In the event that I have been determined to be unable to provide express and informed consent regarding the withholding, withdrawal, or continuation of life-prolonging procedures, I wish to designate, as my surrogate to carry out the provisions of this declaration:

Name: Simon Bernstein

Address: 7020 Lions Head Lane

Boca Raton, Florida 33496

Phone: (561) 477-9096

SB

If my surrogate is unwilling or unable to perform his duties, I wish to designate as my alternate surrogate:

Name: Lisa Sue Friedstein

Address: 2142 Churchill Lane

Highland Park, Illinois 60035

Phone: _____

I understand the full import of this declaration, and I am emotionally and mentally competent to make this declaration.

IN WITNESS WHEREOF, I have hereunder signed my name and affixed my seal on the date set forth above.

_____ (Seal)
SHIRLEY BERNSTEIN

Signed, sealed and delivered in the presence of the following, at least one of whom is neither a spouse or blood relative of the principal:

Albert W. Gortz
Witness ALBERT W. GORTZ

Print Name 7565 BELLA VERDE WAY

Address DELRAY BEACH, FLORIDA 33446

George D Karibjanian
Witness GEORGE D. KARIBJANIAN

Print Name 1133 S.W. 20TH STREET

Address BOCA RATON, FLORIDA 33486

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

Before me, the undersigned authority, personally appeared SHIRLEY BERNSTEIN to me known and known to me to be the person described in or who has produced _____ as identification, and who executed the foregoing Living Will and she acknowledged to and before me that she executed the same for the purposes therein expressed.

Witness my hand and seal on the 15th day of August, 2000.

Notary Public

Nadine M. Cataldimo
Print Name

1220 SW 25th Way
Address

Boynton Beach, FL 33426

NADINE M. CATALDIMO
COMMISSION # CC817768
EXPIRES MAY 16, 2003
BONDED THROUGH
ADVANTAGE NOTARY

LIVING WILL

OF

SIMON BERNSTEIN

DATED: August 15, 2000

PROSKAUER ROSE LLP

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

LIVING WILL
of
SIMON BERNSTEIN

Declaration made this 15 day of August, 2000. I, SIMON BERNSTEIN, willfully and voluntarily make known my desire that my dying not be artificially prolonged under the circumstances set forth below, and I do hereby declare that, if at any time I am incapacitated, as such term is defined in Florida Statutes § 765.101(8), as amended, or the comparable provision then in effect, and

SB I have a terminal condition, or

SB I have an end-state condition, or

SB I am in a persistent vegetative state,

and if my attending or treating physician and another consulting physician have determined that there is no reasonable medical probability of my recovery from such condition, I direct that life-prolonging procedures be withheld or withdrawn when the application of such procedures would serve only to prolong artificially the process of dying, and that I be permitted to die naturally with only the administration of medication or the performance of any medical procedure deemed necessary to provide me with comfort care or to alleviate pain.

I desire that nutrition and hydration (food and water) be withheld or withdrawn when the application of such procedures would serve only to prolong artificially the process of dying.

It is my intention that this declaration be honored by my family and physician as the final expression of my legal right to refuse medical or surgical treatment and to accept the consequences for such refusal.

In the event that I have been determined to be unable to provide express and informed consent regarding the withholding, withdrawal, or continuation of life-prolonging procedures, I wish to designate, as my surrogate to carry out the provisions of this declaration:

Name: Shirley Bernstein

Address: 7020 Lions Head Lane

Boca Raton, Florida 33496

Phone: (561) 477-9096

THE ORIGINAL OF THIS DOCUMENT IS BEING
HELD FOR SAFEKEEPING BY
PROSKAUER ROSE LLP
2255 GLADES ROAD
BOCA RATON, FLORIDA 33431

SB

If my surrogate is unwilling or unable to perform her duties, I wish to designate as my alternate surrogate:

Name: Lisa Sue Friedstein

Address: 2142 Churchill Lane

Highland Park, Illinois 60035

Phone: _____

I understand the full import of this declaration, and I am emotionally and mentally competent to make this declaration.

IN WITNESS WHEREOF, I have hereunder signed my name and affixed my seal on the date set forth above.

_____ (Seal)
SIMON BERNSTEIN

Signed, sealed and delivered in the presence of the following, at least one of whom is neither a spouse or blood relative of the principal:

Albert W. Gortz
Witness ALBERT W. GORTZ
Print Name 7565 BELLA VERDE WAY
Address DELRAY BEACH, FLORIDA 33446

George D. Karibjanian
Witness GEORGE D. KARIBJANIAN
Print Name 1133 S.W. 20TH STREET
Address BOCA RATON, FLORIDA 33486

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

Before me, the undersigned authority, personally appeared SIMON BERNSTEIN to me known and known to me to be the person described in or who has produced _____ as identification, and who executed the foregoing Living Will and he acknowledged to and before me that he executed the same for the purposes therein expressed.

Witness my hand and seal on the 15th day of August, 2000.

Nadine M. Catalfimo
Notary Public
Nadine M. Catalfimo
Print Name
1220 SW 25th Way
Address
Boynton Beach, FL 33426

NADINE M. CATALFIMO
COMMISSION # CC817768
EXPIRES MAY 14, 2003
BONDED THROUGH
ADVANTAGE NOTARY

DURABLE

POWER OF ATTORNEY

OF

SHIRLEY BERNSTEIN

DATED: August 15, 2000

PROSKAUER ROSE LLP

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

DURABLE POWER OF ATTORNEY
of
SHIRLEY BERNSTEIN

KNOW ALL PERSONS BY THESE PRESENTS, which are intended to constitute a DURABLE POWER OF ATTORNEY pursuant to Section 709.08 Florida Statutes:

That I, SHIRLEY BERNSTEIN, of Boca Raton, Florida, do hereby appoint my husband, SIMON BERNSTEIN, of Boca Raton, Florida, and my daughter PAMELA BETH SIMON of Chicago, Illinois, my attorney(s)-in-fact (hereinafter my "Attorney(s)") TO ACT severally in my name, place and stead in any way which I myself could do, if I were personally present.

This durable power of attorney shall not be affected by my subsequent disability, incapacity or incompetence, except as provided by statute, and shall be exercisable from the date hereof. All acts done by my Attorney(s) pursuant to this power shall bind me, my heirs, personal representatives and assigns.

All my property and interests in property are subject to this durable power of attorney.

Without limiting the generality of the foregoing, I authorize my Attorney(s) to:

1. Collect all sums of money and other property that may be payable or belong to me, and to execute receipts, releases, cancellations or discharges therefor.

2. Settle any account in which I have any interests and to pay or receive the balance of that account as the case may require.

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PROSKAUER ROSE LLP
2255 GLADES ROAD
BOCA RATON, FLORIDA 33431

SB

3. Enter any safe deposit box or other place of safekeeping standing in my name alone or jointly with another and to remove the contents and to make additions, substitutions and replacements.

4. Borrow such sums on such terms and conditions as my Attorney(s) may deem advisable, to give security therefor and to execute all notes, mortgages and other instruments that my Attorney(s) finds necessary or desirable, and specifically to convey or mortgage homestead property; provided, however, that if I am married at the time of such conveyance or mortgage, the joinder of my spouse or her legal guardian is required.

5. Draw, accept, endorse or otherwise deal with any checks or other commercial or mercantile instruments, specifically including the right to make withdrawals from any savings account or savings and loan deposit.

6. Redeem bonds issued by the United States Government or any of its agencies, any other bonds and any certificates of deposit or other similar assets belonging to me.

7. Sell bonds, shares of stock, warrants, debentures, or other assets belonging to me, and execute all assignments and other instruments necessary or proper for transferring them to the purchaser or purchasers, and give receipts and discharges for all money payable in respect thereto.

8. Invest and reinvest in any property, real, personal or otherwise, including but not limited to stocks, bonds or other securities, domestic or foreign, and shares or interests in investment companies, investment trusts or Common Trust Funds of a bank or trust company, that my Attorney(s) may deem advisable.

9. Vote at all meetings of stockholders of any company and otherwise act as my Attorney(s) or proxy in respect of my shares of stock or other securities or investments that now or hereafter may belong to me, and appoint substitutes or proxies with respect to any of those shares of stock, and to execute stock powers or similar documents on behalf of the principal and delegate to a transfer agent or a similar person the authority to register any stocks, bonds, or other securities either into or out of the principal's or nominee's name.

10. Represent me in all Federal, state and local tax matters, with full power, subject to revocation, to perform any and all acts that I can perform, including the power to receive, endorse and collect checks in payment of any refund of Federal, state or local taxes, penalties or interest; in connection with these tax matters, to delegate authority or to substitute another attorney or agent; to execute waivers (including offers of waivers) of restrictions on assessment or

SB

collection of deficiencies in tax and waivers of notice of disallowance of a claim for credit or refund; to execute consents extending the statutory period for assessment or collection of taxes; to execute a closing agreement (under Section 7121 of the Internal Revenue Code or corresponding provision of state or local law) in respect to a tax liability or a specific matter; to execute a protest to a determination of taxes by a district director, or a state or local authority; to make, execute and file tax returns; to execute claims for refund or abatement; to execute applications for extensions of time to file tax returns; and to receive confidential information with respect to the above tax matters. This paragraph is intended to supersede any and all general powers of attorney with respect to tax matters (including any power merely to make, execute or file tax returns) heretofore given by me in my individual capacity i.e., powers which do not relate to taxes for a specified year or years or to a specified audit or proceeding or are not specific as to the taxes involved.

11. Alter, repair, improve, demolish, manage, partition, mortgage, lease for any period (including a period in excess of any fixed by statute), exchange, grant options to lease or to buy, and sell or dispose of, at public or private sale and upon such conditions and such terms as to cash and credit as my Attorney(s) may deem advisable, any of my property (real or personal) and to execute, acknowledge and deliver all instruments necessary to effectuate the foregoing.

12. Prosecute, defend and settle all actions or other legal proceedings in which I may have an interest.

13. Continue, settle or discontinue any business or partnership in which I may be interested.

14. The above power also includes the power to transfer in my name and on my behalf, by way of gift, any of my property (real or personal), in such amounts as my Attorney(s) may deem advisable, to such one or more of my descendants, including my Attorney(s), or such other persons or charitable organizations, equally or unequally, to any of them to the exclusion of the others and subject to such lawful trusts, terms and conditions as my Attorney(s), in their absolute discretion, shall determine; provided, however, that said amounts transferred to or for the benefit of a person shall not exceed, in the aggregate in any one calendar year, the amount allowed as an annual exclusion from the Federal gift tax provided in Section 2503(b) of the Internal Revenue Code of 1986, as amended, or the comparable provision in effect from time to time.

15. Transfer assets to an existing trust created by me.

To induce any third party to act hereunder, I hereby agree that any third party receiving a duly executed copy or facsimile of this

SB

instrument may act hereunder, and that revocation or termination hereof by operation of law or otherwise shall be ineffective as to such third party unless and until actual notice or knowledge of such revocation shall have been received by such third party, and I for myself or for my heirs, personal representatives and assigns, hereby agree to indemnify and hold harmless any such third party from and against any and all claims that may arise against such third party by reason of such third party having relied on the provisions of this instrument.

IN WITNESS WHEREOF, I have hereunder signed my name and affixed my seal this 15 day of August, 2000.

Signed, sealed and delivered in the presence of:

Albert W. Gortz
Witness
ALBERT W. GORTZ
Print Name
7565 BELLA VERDE WAY
Address
DELRAY BEACH, FLORIDA 33446

George D. Karibjanian
Witness
GEORGE D. KARIBJANIAN
Print Name
1133 S.W. 20TH STREET
Address
BOCA RATON, FLORIDA 33486

_____ (Seal)
SHIRLEY BERNSTEIN
Print Name
7020 Lions Head Lane
Address
Boca Raton, Florida 33496

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

Before me, the undersigned authority, personally appeared SHIRLEY BERNSTEIN, to me known and known to me to be the person described in or who has produced _____ as identification, and who executed the foregoing Durable Power of Attorney, and she acknowledged to and before me that she executed the same for the purposes therein expressed.

Witness my hand and seal on the 15th day of August, 2000.

Nadine M. Catalfimo
Notary Public
Nadine M. Catalfimo
Print Name
1220 SW 25th Way
Address
Boynton Beach, FL 33426

NADINE M. CATALFIMO
COMMISSION # CC817768
EXPIRES MAY 16, 2003
BONDED THROUGH
ADVANTAGE NOTARY

DURABLE

POWER OF ATTORNEY

OF

SIMON BERNSTEIN

DATED: August 15, 2000

PROSKAUER ROSE LLP

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

DURABLE POWER OF ATTORNEY
of
SIMON BERNSTEIN

KNOW ALL PERSONS BY THESE PRESENTS, which are intended to constitute a DURABLE POWER OF ATTORNEY pursuant to Section 709.08 Florida Statutes:

That I, SIMON BERNSTEIN, of Boca Raton, Florida, do hereby appoint my wife, SHIRLEY BERNSTEIN, of Boca Raton, Florida, and my daughter PAMELA BETH SIMON of Chicago, Illinois, my attorney(s)-in-fact (hereinafter my "Attorney(s)") TO ACT severally in my name, place and stead in any way which I myself could do, if I were personally present.

This durable power of attorney shall not be affected by my subsequent disability, incapacity or incompetence, except as provided by statute, and shall be exercisable from the date hereof. All acts done by my Attorney(s) pursuant to this power shall bind me, my heirs, personal representatives and assigns.

All my property and interests in property are subject to this durable power of attorney.

Without limiting the generality of the foregoing, I authorize my Attorney(s) to:

1. Collect all sums of money and other property that may be payable or belong to me, and to execute receipts, releases, cancellations or discharges therefor.

2. Settle any account in which I have any interests and to pay or receive the balance of that account as the case may require.

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PROSKAUER ROSE LLP
2255 GLADES ROAD
BOCA RATON, FLORIDA 33431

3. Enter any safe deposit box or other place of safekeeping standing in my name alone or jointly with another and to remove the contents and to make additions, substitutions and replacements.

4. Borrow such sums on such terms and conditions as my Attorney(s) may deem advisable, to give security therefor and to execute all notes, mortgages and other instruments that my Attorney(s) finds necessary or desirable, and specifically to convey or mortgage homestead property; provided, however, that if I am married at the time of such conveyance or mortgage, the joinder of my spouse or her legal guardian is required.

5. Draw, accept, endorse or otherwise deal with any checks or other commercial or mercantile instruments, specifically including the right to make withdrawals from any savings account or savings and loan deposit.

6. Redeem bonds issued by the United States Government or any of its agencies, any other bonds and any certificates of deposit or other similar assets belonging to me.

7. Sell bonds, shares of stock, warrants, debentures, or other assets belonging to me, and execute all assignments and other instruments necessary or proper for transferring them to the purchaser or purchasers, and give receipts and discharges for all money payable in respect thereto.

8. Invest and reinvest in any property, real, personal or otherwise, including but not limited to stocks, bonds or other securities, domestic or foreign, and shares or interests in investment companies, investment trusts or Common Trust Funds of a bank or trust company, that my Attorney(s) may deem advisable.

9. Vote at all meetings of stockholders of any company and otherwise act as my Attorney(s) or proxy in respect of my shares of stock or other securities or investments that now or hereafter may belong to me, and appoint substitutes or proxies with respect to any of those shares of stock, and to execute stock powers or similar documents on behalf of the principal and delegate to a transfer agent or a similar person the authority to register any stocks, bonds, or other securities either into or out of the principal's or nominee's name.

10. Represent me in all Federal, state and local tax matters, with full power, subject to revocation, to perform any and all acts that I can perform, including the power to receive, endorse and collect checks in payment of any refund of Federal, state or local taxes, penalties or interest; in connection with these tax matters, to delegate authority or to substitute another attorney or agent; to execute waivers (including offers of waivers) of restrictions on assessment or

collection of deficiencies in tax and waivers of notice of disallowance of a claim for credit or refund; to execute consents extending the statutory period for assessment or collection of taxes; to execute a closing agreement (under Section 7121 of the Internal Revenue Code or corresponding provision of state or local law) in respect to a tax liability or a specific matter; to execute a protest to a determination of taxes by a district director, or a state or local authority; to make, execute and file tax returns; to execute claims for refund or abatement; to execute applications for extensions of time to file tax returns; and to receive confidential information with respect to the above tax matters. This paragraph is intended to supersede any and all general powers of attorney with respect to tax matters (including any power merely to make, execute or file tax returns) heretofore given by me in my individual capacity i.e., powers which do not relate to taxes for a specified year or years or to a specified audit or proceeding or are not specific as to the taxes involved.

11. Alter, repair, improve, demolish, manage, partition, mortgage, lease for any period (including a period in excess of any fixed by statute), exchange, grant options to lease or to buy, and sell or dispose of, at public or private sale and upon such conditions and such terms as to cash and credit as my Attorney(s) may deem advisable, any of my property (real or personal) and to execute, acknowledge and deliver all instruments necessary to effectuate the foregoing.

12. Prosecute, defend and settle all actions or other legal proceedings in which I may have an interest.

13. Continue, settle or discontinue any business or partnership in which I may be interested.

14. The above power also includes the power to transfer in my name and on my behalf, by way of gift, any of my property (real or personal), in such amounts as my Attorney(s) may deem advisable, to such one or more of my descendants, including my Attorney(s), or such other persons or charitable organizations, equally or unequally, to any of them to the exclusion of the others and subject to such lawful trusts, terms and conditions as my Attorney(s), in their absolute discretion, shall determine; provided, however, that said amounts transferred to or for the benefit of a person shall not exceed, in the aggregate in any one calendar year, the amount allowed as an annual exclusion from the Federal gift tax provided in Section 2503(b) of the Internal Revenue Code of 1986, as amended, or the comparable provision in effect from time to time.

15. Transfer assets to an existing trust created by me.

To induce any third party to act hereunder, I hereby agree that any third party receiving a duly executed copy or facsimile of this

instrument may act hereunder, and that revocation or termination hereof by operation of law or otherwise shall be ineffective as to such third party unless and until actual notice or knowledge of such revocation shall have been received by such third party, and I for myself or for my heirs, personal representatives and assigns, hereby agree to indemnify and hold harmless any such third party from and against any and all claims that may arise against such third party by reason of such third party having relied on the provisions of this instrument.

IN WITNESS WHEREOF, I have hereunder signed my name and affixed my seal this 15 day of August, 2000.

Signed, sealed and delivered
in the presence of:

Albert W. Gortz
Witness
ALBERT W. GORTZ
Print Name
7565 BELLA VERDE WAY
Address
DELRAY BEACH, FLORIDA 33446

(Seal)
SIMON BERNSTEIN
Print Name
7020 Lions Head Lane
Address
Boca Raton, Florida 33496

George D Karibjanian
Witness
GEORGE D. KARIBJANIAN
Print Name
1133 S.W. 20TH STREET
Address
BOCA RATON, FLORIDA 33486

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

Before me, the undersigned authority, personally appeared SIMON BERNSTEIN, to me known and known to me to be the person described in or who has produced _____ as identification, and who executed the foregoing Durable Power of Attorney, and he acknowledged to and before me that he executed the same for the purposes therein expressed.

Witness my hand and seal on the 15th day of August, 2000.

Nadine M. Cataldino
Notary Public
Nadine M. Cataldino
Print Name
1220 SW 25th Way
Address
Boynton Beach, FL 33426

NADINE M. CATALDINO
COMMISSION # CC817768
EXPIRES MAY 16, 2003
BONDED THROUGH
ADVANTAGE NOTARY

DESIGNATION

OF

HEALTH CARE SURROGATE

OF

SIMON BERNSTEIN

DATED: August 15, 2000

PROSKAUER ROSE LLP

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

DESIGNATION OF HEALTH CARE SURROGATE
of
SIMON BERNSTEIN

Designation made this 16 day of August, 2000.

I, SIMON BERNSTEIN, do hereby declare, that in the event that I have been determined to be incapacitated to provide informed consent for medical treatment and surgical and diagnostic procedures, I wish to designate as my surrogate for health care decisions:

Name: Shirley Bernstein

Address: 7020 Lions Head Lane

Boca Raton, Florida 33496

Phone: (561) 477-9096

If my surrogate is unwilling or unable to perform his duties, I wish to designate as my alternate surrogate:

Name: Lisa Sue Friedstein

Address: 2142 Churchill Lane

Highland Park, Illinois 60035

Phone: _____

I fully understand that this designation will permit my designee to make health care decisions and to provide, withhold, or withdraw consent on my behalf; to apply for public benefits to defray the cost of health care; and to authorize my admission to or transfer from a health care facility.

Additional instructions:

Without limiting the generality of the foregoing, upon the activation of this designation as provided above I authorize my health care surrogate to arrange for medical, therapeutical and surgical procedures for me, the administration of medication, nutrition and hydration and to communicate the health care decisions made by me pursuant to this Designation of Health Care Surrogate. My health care surrogate shall specifically be excepted from making those decisions as may be subject to a Living Will which I may have executed; if no such

Living Will is found, I delegate to my health care surrogate the authority to consent to any withholding or withdrawing life-prolonging procedures as may be described in Part III of Chapter 765 of the Florida Statutes, as the same may be amended from time to time.

I further delegate to my health care surrogate the authority to contract in my name and on my behalf for all health care services, including, without limitation, medical, hospital and nursing care, which, in the opinion of my health care surrogate, I may require. I confirm that I will be and remain liable to pay for such health care services provided me at the direction of my health care surrogate and confirm that my health care surrogate shall have no liability to pay for any health care services contracted for on my behalf. I agree to indemnify and hold harmless my health care surrogate from and against all claims, damages, costs and expenses (including reasonable attorneys' fees) with respect to any decision, act, transaction or omission made or done in good faith in his or her capacity as my health care surrogate.

I further affirm that this designation is not being made as a condition of treatment or admission to a health care facility.

IN WITNESS WHEREOF, I have hereunder signed my name and affixed my seal on the date set forth above.

_____(Seal)
SIMON BERNSTEIN

Signed, sealed and delivered in the presence of the following, at least one of whom is neither a spouse or blood relative of the principal:

Albert W. Gortz
Witness

Print Name

Address

Witness

Print Name

Address

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

Before me, the undersigned authority, personally appeared SIMON BERNSTEIN, to me known and known to me to be the person described in or who has produced _____ as identification, and who executed the foregoing Designation of Health Care Surrogate and he acknowledged to and before me that he executed the same for the purposes therein expressed.

Witness my hand and seal on the ____ day of _____, 2000.

_____
Notary Public

_____
Print Name

_____
Address

_____

DESIGNATION

OF

HEALTH CARE SURROGATE

OF

SIMON BERNSTEIN

DATED: August 15, 2000

PROSKAUER ROSE LLP

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

DESIGNATION OF HEALTH CARE SURROGATE
of
SIMON BERNSTEIN

Designation made this 16 day of August, 2000.

I, SIMON BERNSTEIN, do hereby declare, that in the event that I have been determined to be incapacitated to provide informed consent for medical treatment and surgical and diagnostic procedures, I wish to designate as my surrogate for health care decisions:

Name: Shirley Bernstein

Address: 7020 Lions Head Lane

Boca Raton, Florida 33496

Phone: (561) 477-9096

If my surrogate is unwilling or unable to perform his duties, I wish to designate as my alternate surrogate:

Name: Lisa Sue Friedstein

Address: 2142 Churchill Lane

Highland Park, Illinois 60035

Phone: _____

I fully understand that this designation will permit my designee to make health care decisions and to provide, withhold, or withdraw consent on my behalf; to apply for public benefits to defray the cost of health care; and to authorize my admission to or transfer from a health care facility.

Additional instructions:

Without limiting the generality of the foregoing, upon the activation of this designation as provided above I authorize my health care surrogate to arrange for medical, therapeutical and surgical procedures for me, the administration of medication, nutrition and hydration and to communicate the health care decisions made by me pursuant to this Designation of Health Care Surrogate. My health care surrogate shall specifically be excepted from making those decisions as may be subject to a Living Will which I may have executed; if no such

THE ORIGINAL OF THIS DOCUMENT IS BEING
HELD FOR SAFEKEEPING BY
PROSKAUER ROSE LLP
2255 GLADES ROAD
BOCA RATON, FLORIDA 33431

Living Will is found, I delegate to my health care surrogate the authority to consent to any withholding or withdrawing life-prolonging procedures as may be described in Part III of Chapter 765 of the Florida Statutes, as the same may be amended from time to time.

I further delegate to my health care surrogate the authority to contract in my name and on my behalf for all health care services, including, without limitation, medical, hospital and nursing care, which, in the opinion of my health care surrogate, I may require. I confirm that I will be and remain liable to pay for such health care services provided me at the direction of my health care surrogate and confirm that my health care surrogate shall have no liability to pay for any health care services contracted for on my behalf. I agree to indemnify and hold harmless my health care surrogate from and against all claims, damages, costs and expenses (including reasonable attorneys' fees) with respect to any decision, act, transaction or omission made or done in good faith in his or her capacity as my health care surrogate.

I further affirm that this designation is not being made as a condition of treatment or admission to a health care facility.

IN WITNESS WHEREOF, I have hereunder signed my name and affixed my seal on the date set forth above.

_____ (Seal)
SIMON BERNSTEIN

Signed, sealed and delivered in the presence of the following, at least one of whom is neither a spouse or blood relative of the principal:

Albert W. Gortz
Witness

Print Name

Address

Witness

Print Name

Address

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

Before me, the undersigned authority, personally appeared SIMON BERNSTEIN, to me known and known to me to be the person described in or who has produced _____ as identification, and who executed the foregoing Designation of Health Care Surrogate and he acknowledged to and before me that he executed the same for the purposes therein expressed.

Witness my hand and seal on the ____ day of _____, 2000.

_____
Notary Public

_____
Print Name

_____
Address

_____

DESIGNATION

OF

HEALTH CARE SURROGATE

OF

SHIRLEY BERNSTEIN

DATED: August 15, 2000

PROSKAUER ROSE LLP

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

DESIGNATION OF HEALTH CARE SURROGATE
of
SHIRLEY BERNSTEIN

Designation made this 15 day of August, 2000.

I, SHIRLEY BERNSTEIN, do hereby declare, that in the event that I have been determined to be incapacitated to provide informed consent for medical treatment and surgical and diagnostic procedures, I wish to designate as my surrogate for health care decisions:

Name: Simon Bernstein

Address: 7020 Lions Head Lane

Boca Raton, Florida 33496

Phone: (561) 477-9096

If my surrogate is unwilling or unable to perform his duties, I wish to designate as my alternate surrogate:

Name: Lisa Sue Friedstein

Address: 2142 Churchill Lane

Highland Park, Illinois 60035

Phone: _____

I fully understand that this designation will permit my designee to make health care decisions and to provide, withhold, or withdraw consent on my behalf; to apply for public benefits to defray the cost of health care; and to authorize my admission to or transfer from a health care facility.

Additional instructions:

Without limiting the generality of the foregoing, upon the activation of this designation as provided above I authorize my health care surrogate to arrange for medical, therapeutical and surgical procedures for me, the administration of medication, nutrition and hydration and to communicate the health care decisions made by me pursuant to this Designation of Health Care Surrogate. My health care surrogate shall specifically be excepted from making those decisions as may be subject to a Living Will which I may have executed; if no such

THE ORIGINAL OF THIS DOCUMENT IS BEING
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PROSKAUER ROSE LLP
2255 GLADES ROAD
BOCA RATON, FLORIDA 33431

SB

Living Will is found, I delegate to my health care surrogate the authority to consent to any withholding or withdrawing life-prolonging procedures as may be described in Part III of Chapter 765 of the Florida Statutes, as the same may be amended from time to time.

I further delegate to my health care surrogate the authority to contract in my name and on my behalf for all health care services, including, without limitation, medical, hospital and nursing care, which, in the opinion of my health care surrogate, I may require. I confirm that I will be and remain liable to pay for such health care services provided me at the direction of my health care surrogate and confirm that my health care surrogate shall have no liability to pay for any health care services contracted for on my behalf. I agree to indemnify and hold harmless my health care surrogate from and against all claims, damages, costs and expenses (including reasonable attorneys' fees) with respect to any decision, act, transaction or omission made or done in good faith in his or her capacity as my health care surrogate.

I further affirm that this designation is not being made as a condition of treatment or admission to a health care facility.

IN WITNESS WHEREOF, I have hereunder signed my name and affixed my seal on the date set forth above.

_____ (Seal)
SHIRLEY BERNSTEIN

Signed, sealed and delivered in the presence of the following, at least one of whom is neither a spouse or blood relative of the principal:

Albert W. Gortz
Witness ALBERT W. GORTZ

Print Name

7565 BELLA VERDE WAY
Address DELRAY BEACH, FLORIDA 33446

George D Karibjanian
Witness GEORGE D. KARIBJANIAN

Print Name

1133 S.W. 20TH STREET
Address BOCA RATON, FLORIDA 33486

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

Before me, the undersigned authority, personally appeared SHIRLEY BERNSTEIN, to me known and known to me to be the person described in or who has produced _____ as identification, and who executed the foregoing Designation of Health Care Surrogate and she acknowledged to and before me that she executed the same for the purposes therein expressed.

Witness my hand and seal on the 15th day of August, 2000.

Nadine M. Cataffimo
Notary Public
Nadine M. Cataffimo
Print Name
1226 SW 25th Way
Address
Boynton Beach, FL 33426

NADINE M. CATAFFIMO
COMMISSION # CC817768
EXPIRES MAY 16, 2003
BONDED THROUGH
ADVANTAGE NOTARY

DESIGNATION

OF

HEALTH CARE SURROGATE

OF

SHIRLEY BERNSTEIN

DATED: August 15, 2000

PROSKAUER ROSE LLP

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

DESIGNATION OF HEALTH CARE SURROGATE
of
SHIRLEY BERNSTEIN

Designation made this 15 day of August, 2000.

I, SHIRLEY BERNSTEIN, do hereby declare, that in the event that I have been determined to be incapacitated to provide informed consent for medical treatment and surgical and diagnostic procedures, I wish to designate as my surrogate for health care decisions:

Name: Simon Bernstein

Address: 7020 Lions Head Lane

Boca Raton, Florida 33496

Phone: (561) 477-9096

If my surrogate is unwilling or unable to perform his duties, I wish to designate as my alternate surrogate:

Name: Lisa Sue Friedstein

Address: 2142 Churchill Lane

Highland Park, Illinois 60035

Phone: _____

I fully understand that this designation will permit my designee to make health care decisions and to provide, withhold, or withdraw consent on my behalf; to apply for public benefits to defray the cost of health care; and to authorize my admission to or transfer from a health care facility.

Additional instructions:

Without limiting the generality of the foregoing, upon the activation of this designation as provided above I authorize my health care surrogate to arrange for medical, therapeutical and surgical procedures for me, the administration of medication, nutrition and hydration and to communicate the health care decisions made by me pursuant to this Designation of Health Care Surrogate. My health care surrogate shall specifically be excepted from making those decisions as may be subject to a Living Will which I may have executed; if no such

SB

Living Will is found, I delegate to my health care surrogate the authority to consent to any withholding or withdrawing life-prolonging procedures as may be described in Part III of Chapter 765 of the Florida Statutes, as the same may be amended from time to time.

I further delegate to my health care surrogate the authority to contract in my name and on my behalf for all health care services, including, without limitation, medical, hospital and nursing care, which, in the opinion of my health care surrogate, I may require. I confirm that I will be and remain liable to pay for such health care services provided me at the direction of my health care surrogate and confirm that my health care surrogate shall have no liability to pay for any health care services contracted for on my behalf. I agree to indemnify and hold harmless my health care surrogate from and against all claims, damages, costs and expenses (including reasonable attorneys' fees) with respect to any decision, act, transaction or omission made or done in good faith in his or her capacity as my health care surrogate.

I further affirm that this designation is not being made as a condition of treatment or admission to a health care facility.

IN WITNESS WHEREOF, I have hereunder signed my name and affixed my seal on the date set forth above.

_____ (Seal)
SHIRLEY BERNSTEIN

Signed, sealed and delivered in the presence of the following, at least one of whom is neither a spouse or blood relative of the principal:

Albert W. Gortz
Witness ALBERT W. GORTZ

Print Name 7565 BELLA VERDE WAY

Address DELRAY BEACH, FLORIDA 33446

George D Karibjanian
Witness GEORGE D. KARIBJANIAN

Print Name 1133 S.W. 20TH STREET

Address BOCA RATON, FLORIDA 33486

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

Before me, the undersigned authority, personally appeared SHIRLEY BERNSTEIN, to me known and known to me to be the person described in or who has produced _____ as identification, and who executed the foregoing Designation of Health Care Surrogate and she acknowledged to and before me that she executed the same for the purposes therein expressed.

Witness my hand and seal on the 15th day of August, 2000.

Notary Public
Nadine M. Catalfimo
Print Name
1226 SW 25th Way
Address
Boynton Beach, FL 33426

NADINE M. CATALFIMO
COMMISSION # CC817749
EXPIRES MAY 16, 2003
BONDED THROUGH
ADVANTAGE NOTARY

Simon L. Bernstein
7020 Lions Head Lane
Boca Raton, Florida 33496

October 17, 2011

Wilmington Trust Company
Attn: Ms. Carece Rufe, CTFA
1100 North Market Street
Wilmington, DE 19890-0001

Re: Simon L. Bernstein Irrevocable Trust

Dear Ms. Rufe:

I am the settlor and the beneficiary of the above-referenced Trust of which Mr. William Stansbury is named as the Trust Protector. At the time that I established the Trust in 2008, I funded the Trust with my partnership interest in Bernstein Investments, LLLP, for asset protection purposes. Three years have passed since the establishment of the Trust and I am no longer in need of the protections afforded by the Trust. Whereas the primary purpose of the Trust is now obsolete, I formally request that you distribute the assets held by the Trust to my revocable trust and terminate the Simon L. Bernstein Irrevocable Trust immediately thereafter.

As was requested, I have enclosed a copy of the latest brokerage statement for Bernstein Family Investments, LLLP. If you have any questions regarding the distribution from the Trust or the Trust's termination, please do not hesitate to contact me.

Sincerely yours,

Simon L. Bernstein

Enc.

JPMorgan Chase Bank, N.A.
270 Park Avenue, New York, NY 10017-2014

BERNSTEIN FAMILY INVESTMENT LLLP ACCT. W32635000
For the Period 9/1/11 to 9/30/11

Asset Account

J.P. Morgan Team		
Todd Adelstein	Banker	561/995-5053
Christopher Prindle	Investment Specialist	561/838-4669
Marcos Bonfante	Client Service Team	877/576-0417
Christopher Bernat	Client Service Team	
Sandra Harding	Client Service Team	
Kimberly Chapman	Client Service Team	
Online access	**www.MorganOnline.com**	

For important information regarding your accounts refer to the rear of your statement

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Client News

J.P. Morgan Securities LLC's (JPMS LLC) and J.P. Morgan Clearing Corp.'s (JPMCC) Net Capital and Net Capital Requirements

At June 30, 2011, JPMS LLC's net capital of $11.3 billion exceeded the minimum regulatory net capital requirement of $1.5 billion by $9.8 billion. JPMCC's net capital of $6.9 billion was approximately 7.2% of aggregate debit items and exceeded the minimum regulatory net capital requirement of $1.9 billion by $5.0 billion.

Complete copies of JPMS LLC's and JPMCC's individual unaudited Statement of Financial Condition may be obtained, at no cost, by accessing the following JPMorgan Chase & Co. website address:

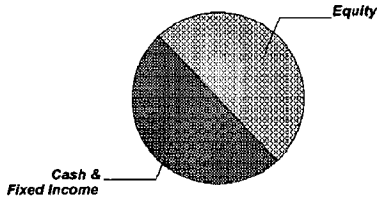
http://investor.shareholder.com/jpmorganchase/financial-condition.cfm

Additionally, you may call the following toll-free phone number to request a hard copy of the statement: 1-866-576-1300

Account Summary

Asset Allocation	Beginning Market Value	Ending Market Value	Change In Value	Estimated Annual Income	Current Allocation
Equity	1,050,971.87	999,771.98	(51,199.89)	39,631.21	50%
Cash & Fixed Income	1,120,647.26	972,835.59	(147,811.67)	50,977.37	50%
Market Value	**$2,171,619.13**	**$1,972,607.57**	**($199,011.56)**	**$90,608.58**	**100%**
Accruals	10,821.73	9,977.95	(843.78)		
Market Value with Accruals	**$2,182,440.86**	**$1,982,585.52**	**($199,855.34)**		

Asset Allocation



Portfolio Activity	Current Period Value	Year-to-Date Value
Beginning Market Value	**2,171,619.13**	**2,944,996.10**
Contributions	1,320.00	261,273.56
Withdrawals & Fees	(139,704.86)	(1,263,522.69)
Net Contributions/Withdrawals	**($138,384.86)**	**($1,002,249.13)**
Income & Distributions	6,952.22	86,300.00
Change In Investment Value	(67,578.92)	(56,439.40)
Ending Market Value	**$1,972,607.57**	**$1,972,607.57**
Accruals	9,977.95	9,977.95
Market Value with Accruals	**$1,982,585.52**	**$1,982,585.52**

Account Summary CONTINUED

Tax Summary	Current Period Value	Year-to-Date Value
Domestic Dividends/Distributions	3,863.00	31,545.05
Foreign Dividends	136.50	409.50
Currency Gain/Loss		7,103.92
Interest Income	2,017.66	25,991.21
Ordinary Income		8,405.17
Taxable Income	**$6,017.16**	**$73,454.85**
Tax-Exempt Income	935.06	8,174.65
Tax-Exempt Income	**$935.06**	**$8,174.65**
Partnership/Alt Asset Distributions		4,670.50
Other Income & Receipts		**$4,670.50**

Cost Summary	Cost
Equity	814,106.36
Cash & Fixed Income	682,567.55
Total	**$1,496,673.91**

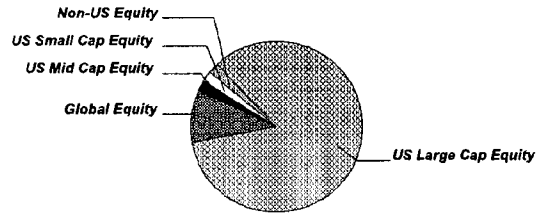
	Current Period Value	Year-to-Date Value
ST Realized Gain/Loss		1,444.64
LT Realized Gain/Loss		(56.37)
Realized Gain/Loss		**$1,388.27**

	To-Date Value
Unrealized Gain/Loss	**$282,893.42**

Equity Summary

Asset Categories	Beginning Market Value	Ending Market Value	Change In Value	Current Allocation
US Large Cap Equity	893,145.19	858,325.16	(34,820.03)	42%
US Mid Cap Equity	18,024.00	16,404.00	(1,620.00)	1%
US Small Cap Equity	24,309.93	22,070.07	(2,239.86)	1%
US Small/Mid Cap Equity	0.00	0.00	0.00	
Non-US Equity	12,801.75	11,722.75	(1,079.00)	1%
Global Equity	102,691.00	91,250.00	(11,441.00)	5%
Total Value	**$1,050,971.87**	**$999,771.98**	**($51,199.89)**	**50%**

Asset Categories



Market Value/Cost	Current Period Value
Market Value	999,771.98
Tax Cost	814,106.36
Unrealized Gain/Loss	185,665.62
Estimated Annual Income	39,631.21
Accrued Dividends	1,283.00
Yield	3.96%

Equity as a percentage of your portfolio - 50 %

Equity Detail

	Price	Quantity	Value	Adjusted Tax Cost / Original Cost	Unrealized Gain/Loss	Est. Annual Inc. / Accrued Div.	Yield
US Large Cap Equity							
ABBOTT LABORATORIES 002824-10-0 ABT	51.14	350.000	17,899.00	16,158.00	1,741.00	672.00	3.75%

	Price	Quantity	Value	Adjusted Tax Cost / Original Cost	Unrealized Gain/Loss	Est. Annual Inc. / Accrued Div.	Yield
US Large Cap Equity							
APPLE INC. 037833-10-0 AAPL	381.32	250.000	95,330.00	22,100.00	73,230.00		
AT&T INC 00206R-10-2 T	28.52	750.000	21,390.00	18,000.00	3,390.00	1,290.00	6.03%
BERKSHIRE HATHAWAY INC DEL CL B 084670-70-2 BRK B	71.04	200.000	14,208.00	14,400.00	(192.00)		
BLACKSTONE GROUP LP 09253U-10-8 BX	11.98	1,000.000	11,980.00	13,530.00	(1,550.00)	400.00	3.34%
BRISTOL MYERS SQUIBB CO 110122-10-8 BMY	31.38	1,000.000	31,380.00	24,650.00	6,730.00	1,320.00	4.21%
CHEVRON CORP 166764-10-0 CVX	92.59	200.000	18,518.00	19,424.00	(906.00)	624.00	3.37%
COCA-COLA CO 191216-10-0 KO	67.56	250.000	16,890.00	16,237.50	652.50	470.00 117.50	2.78%
DOW CHEMICAL CO 260543-10-3 DOW	22.46	2,000.000	44,920.00	29,150.00	15,770.00	2,000.00 500.00	4.45%
DUKE ENERGY CORP 26441C-10-5 DUK	19.99	2,750.000	54,972.50	41,675.50	13,297.00	2,750.00	5.00%
EATON VANCE TAX-MANAGED DIVERSIFIED EQUITY FUND 27828N-10-2 ETY	8.53	1,500.000	12,795.00	14,194.90	(1,399.90)	1,737.00	13.58%
ELI LILLY & CO 532457-10-8 LLY	36.97	300.000	11,091.00	10,038.00	1,053.00	588.00	5.30%
EV ENERGY PARTNER LP 26926V-10-7 EVEP	71.68	750.000	53,760.00	18,487.00	35,273.00	2,283.00	4.25%
EXXON MOBIL CORP 30231G-10-2 XOM	72.63	250.000	18,157.50	15,500.00	2,657.50	470.00	2.59%

	Price	Quantity	Value	Adjusted Tax Cost / Original Cost	Unrealized Gain/Loss	Est. Annual Inc. / Accrued Div.	Yield
US Large Cap Equity							
FRONTIER COMMUNICATIONS CORPORATION 35906A-10-8 FTR	6.11	156.000	953.16	1,184.05	(230.89)	117.00	12.27%
GENERAL DYNAMICS CORP 369550-10-8 GD	56.89	400.000	22,756.00	21,300.00	1,456.00	752.00	3.30%
GENERAL ELECTRIC CO 369604-10-3 GE	15.22	1,500.000	22,830.00	25,000.00	(2,170.00)	900.00 225.00	3.94%
GOOGLE INC CL A 38259P-50-8 GOOG	515.04	100.000	51,504.00	55,700.00	(4,196.00)		
JOHNSON & JOHNSON 478160-10-4 JNJ	63.69	400.000	25,476.00	23,400.00	2,076.00	912.00	3.58%
JOHNSON CONTROLS INC 478366-10-7 JCI	26.37	300.000	7,911.00	12,164.00	(4,253.00)	192.00 48.00	2.43%
KIMBERLY-CLARK CORP 494368-10-3 KMB	71.01	250.000	17,752.50	14,000.00	3,752.50	700.00 175.00	3.94%
KINDER MORGAN ENERGY PARTNERSHIP L P UNIT OF LIMITED PARTNERSHIP INT 494550-10-6 KMP	68.38	400.000	27,352.00	19,400.00	7,952.00	1,840.00	6.73%
KRAFT FOODS INC CLASS A 50075N-10-4 KFT	33.58	750.000	25,185.00	21,000.00	4,185.00	870.00 217.50	3.45%
MC DONALDS CORP 580135-10-1 MCD	87.82	500.000	43,910.00	30,634.00	13,276.00	1,400.00	3.19%
MS CONT BUFF EQ SPX 4/10/12 75% CONTIN BARRIER - 12%CPN- 30%MAXPMT INITIAL LEVEL-09/24/10 SPX: 1148.67 617482-NR-1	101.99	50,000.000	50,992.50	50,000.00	992.50		

	Price	Quantity	Value	Adjusted Tax Cost / Original Cost	Unrealized Gain/Loss	Est. Annual Inc. / Accrued Div.	Yield
US Large Cap Equity							
PEOPLE'S UNITED FINANCIAL INC 712704-10-5 PBCT	11.40	1,000.000	11,400.00	13,320.00	(1,920.00)	630.00	5.53%
PFIZER INC 717081-10-3 PFE	17.68	1,500.000	26,520.00	24,175.00	2,345.00	1,200.00	4.52%
PROCTER & GAMBLE CO 742718-10-9 PG	63.18	450.000	28,431.00	26,988.00	1,443.00	945.00	3.32%
SECTOR SPDR TR SBI INT-FINL SEDOL 2364038 81369Y-60-5 XLF	11.81	3,000.000	35,430.00	30,529.20	4,900.80	603.00	1.70%
SOUTHERN CO 842587-10-7 SO	42.37	300.000	12,711.00	11,437.00	1,274.00	567.00	4.46%
VERIZON COMMUNICATIONS INC 92343V-10-4 VZ	36.80	650.000	23,920.00	17,565.93	6,354.07	1,300.00	5.43%
Total US Large Cap Equity			**$858,325.16**	**$671,342.08**	**$186,983.08**	**$27,532.00** **$1,283.00**	**3.21%**
US Mid Cap Equity							
ENERGY TRANSFER PARTNERS L P 29273R-10-9 ETP	41.01	400.000	16,404.00	17,364.00	(960.00)	1,430.00	8.72%
US Small Cap Equity							
FBR FDS SML CAP FINL 30246J-20-8 FBRS X	14.78	1,493.239	22,070.07	25,375.45	(3,305.38)	85.11	0.39%

BERNSTEIN FAMILY INVESTMENT LLLP ACCT. W32635000
For the Period 9/1/11 to 9/30/11

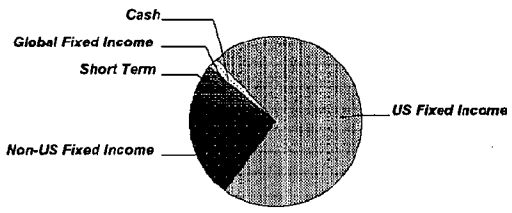
	Price	Quantity	Value	Adjusted Tax Cost / Original Cost	Unrealized Gain/Loss	Est. Annual Inc. / Accrued Div.	Yield
Non-US Equity							
BP PLC SPONS ADR 055622-10-4 BP	36.07	325.000	11,722.75	13,867.00	(2,144.25)	546.00	4.66%
Global Equity							
EATON VANCE TAX ADVANTAGED GLOBAL DIVIDEND INCOME FUND 27828S-10-1 ETG	12.18	3,500.000	42,630.00	35,744.90	6,885.10	4,305.00	10.10%
EATON VANCE TAX MANAGED GLOBAL BUY WRITE OPPORTUNITIES FUND 27829C-10-5 ETW	9.76	1,000.000	9,760.00	11,958.81	(2,198.81)	1,210.00	12.40%
EATON VANCE TAX-MANAGED GLOBAL DIVERSIFIED EQUITY INCOME FUND 27829F-10-8 EXG	8.00	3,500.000	28,000.00	28,132.12	(132.12)	3,979.50	14.21%
ISHARES S&P GLOBAL TELECOMMUNICATION 464287-27-5 IXP	54.30	200.000	10,860.00	10,322.00	538.00	543.60	5.01%
Total Global Equity			**$91,250.00**	**$86,157.83**	**$5,092.17**	**$10,038.10**	**11.00%**

Cash & Fixed Income Summary

Asset Categories	Beginning Market Value	Ending Market Value	Change In Value	Current Allocation
Cash	149,253.11	16,685.05	(132,568.06)	1%
Short Term	30,947.50	30,700.00	(247.50)	2%
US Fixed Income	701,292.78	703,464.72	2,171.94	36%
Non-US Fixed Income	212,573.87	197,805.82	(14,768.05)	10%
Global Fixed Income	26,580.00	24,180.00	(2,400.00)	1%
Total Value	**$1,120,647.26**	**$972,835.59**	**($147,811.67)**	**50%**

Market Value/Cost	Current Period Value
Market Value	972,835.59
Tax Cost	682,567.55
Unrealized Gain/Loss	97,227.80
Estimated Annual Income	50,977.37
Accrued Interest	8,694.95
Yield	3.85%

Asset Categories



Cash & Fixed Income as a percentage of your portfolio - 50 %

SUMMARY BY MATURITY

Cash & Fixed Income	Market Value	% of Bond Portfolio
0-6 months[1]	500,451.52	54%
6-12 months[1]	10,200.00	1%
1-5 years[1]	262,422.26	26%
5-10 years[1]	132,644.72	13%
10+ years[1]	67,117.09	6%
Total Value	**$972,835.59**	**100%**

[1] The years indicate the number of years until the bond is scheduled to mature based on the statement end date. Some bonds may be called, or paid in full, before their stated maturity.

SUMMARY BY TYPE

Cash & Fixed Income	Market Value	% of Bond Portfolio
Cash	16,685.05	1%
Corporate Bonds	126,366.11	12%
International Bonds	338,417.42	38%
Mortgage and Asset Backed Bonds	51,945.75	5%
Mutual Funds	241,936.94	24%
Other	197,484.32	20%
Total Value	**$972,835.59**	**100%**

Note: **P** indicates position adjusted for Pending Trade Activity.
[1] This is the Annual Percentage Yield (APY) which is the rate earned if balances remain on deposit for a full year with compounding, there is no change in the interest rate and all interest is left in the account.

Note: ** Unrealized Gain/Loss is shown as "N/A" in cases where we do not have appropriate cost information for all tax lots comprising the position. Please contact your J.P. Morgan team for additional information.

Cash & Fixed Income Detail

	Price	Quantity	Value	Adjusted Tax Cost / Original Cost	Unrealized Gain/Loss	Est. Annual Income / Accrued Interest	Yield
Cash							
US DOLLAR	1.00	17,774.17	17,774.17	17,774.17		5.33 1.89	0.03%[1]
COST OF PENDING PURCHASES	1.00	(1,089.12)	(1,089.12)	(1,089.12)			
Total Cash			**$16,685.05**	**$16,685.05**	**$0.00**	**$5.33** **$1.89**	**0.03%**

	Price	Quantity	Value	Adjusted Tax Cost / Original Cost	Unrealized Gain/Loss	Est. Annual Income / Accrued Interest	Yield
Short Term							
REPUBLIC OF PERU NOTES 9 1/8% FEB 21 2012 DTD 8/21/2002 715638-AL-6 BBB /BAA	102.50	20,000.00	20,500.00	22,279.90	(1,779.90)	1,825.00 202.76	2.65%
STARWOOD HOTELS RESORTS 7 7/8% MAY 1 2012 DTD 11/01/2002 85590A-AD-6 BB+ /BA1	102.00	10,000.00	10,200.00	9,061.48	1,138.52	787.50 328.12	4.36%
Total Short Term			**$30,700.00**	**$31,341.38**	**($641.38)**	**$2,612.50** **$530.88**	**3.22%**
US Fixed Income							
EATON VANCE SR FLOATING RATE FUND 27828Q-10-5	14.21	2,000.00	28,420.00	17,960.00	10,460.00	2,034.00	7.16%
JPM STR INC OPP FD 4812A4-35-1	11.31	2,108.33	23,845.21	25,297.29	(1,452.08)	691.53 46.38	2.90%
P **WELLS FARGO FDS TR** INTRMDT TXFR A 949921-59-7	11.17	16,950.49	189,336.94	6,748.83 **	N/A	6,288.63 574.60	3.32%
P **AIM TAX EXEMPT FDS INC** INV VK HIYL MN Y 001419-65-4	9.38	6,656.13	62,434.45	57,567.67	4,866.78	3,853.89 323.70	6.17%
P **VANGUARD MUNI BD FD INC HI YLD PORT** FUND 44 922907-40-7	10.60	5,226.40	55,399.87	54,518.44 **	N/A	2,440.73 190.82	4.41%
NUVEEN SELECT TAX FREE INCM SH BEN INT 67063C-10-6	12.98	1,250.00	16,225.00	16,054.74	170.26	787.50	4.85%

	Price	Quantity	Value	Adjusted Tax Cost / Original Cost	Unrealized Gain/Loss	Est. Annual Income / Accrued Interest	Yield
US Fixed Income							
NUVEEN INSURED TAX-FREE ADVANTAGE MUNICIPAL FUND 670657-10-5	14.24	1,500.00	21,360.00	19,902.00	1,458.00	1,260.00	5.90%
EATON VANCE MUNICIPAL BOND FUND 27827X-10-1	12.35	2,500.00	30,875.00	25,000.00	5,875.00	2,290.00	7.42%
WESTERN ASSET MUN HIGH INCOME FUND 95766N-10-3	7.46	1,500.00	11,190.00	10,500.00	690.00	630.00	5.63%
DEUTSCHE BANK AG LONDON NOTES 5 3/8% OCT 12 2012 DTD 10/12/2007 2515A0-HQ-9 A+ /AA3	103.13	22,000.00	22,688.16	22,324.50	363.66	1,182.50 555.10	2.29%
JOHN DEERE CAPITAL CORP 5.10% JAN 15 2013 DTD 1/10/2003 244217-BK-0 A /A2	105.41	10,000.00	10,541.00	10,466.85	74.15	510.00 107.66	0.87%
GENERAL ELECTRIC COMPANY NOTES 5% FEB 1 2013 DTD 1/28/2003 369604-AY-9 AA+ /AA2	104.73	23,000.00	24,088.59	23,368.11	720.48	1,150.00 191.65	1.40%
HUTCHISON WHAMP INTERNATIONAL LTD 6 1/2% SER REGS FEB 13 2013 DTD 2/13/2003 G4672Q-AA-2 A- /A3	106.34	9,000.00	9,570.70	N/A **	N/A	585.00 77.99	1.79%
PETROBRAS INTERNATIONAL FINANCE NOTES 9 1/8% JUL 2 2013 DTD 7/2/2003 71645W-AG-6 NA /A3	110.63	15,000.00	16,593.75	17,289.97	(696.22)	1,368.75 338.38	2.87%

	Price	Quantity	Value	Adjusted Tax Cost / Original Cost	Unrealized Gain/Loss	Est. Annual Income / Accrued Interest	Yield
US Fixed Income							
JOHN DEERE CAPITAL CORP MEDIUM TERM NOTE 4.9% SEP 09 2013 DTD 09/08/2008 24422E-QU-6 A /A2	107.44	15,000.00	16,115.85	15,394.28	721.57	735.00 46.95	1.02%
GOLDMAN SACHS GROUP INC NOTES 5 1/4% OCT 15 2013 DTD 10/14/2003 38141G-DQ-4 A /A1	103.91	22,000.00	22,859.10	21,273.88	1,585.22	1,155.00 532.57	3.25%
QUEENSLAND TREASURY CORP - AUD 6% SEP 14 2017 DTD 09/14/2006 748305-BG-3 AAA /AAA	107.47	30,000.00	32,242.44	21,102.12	11,140.32	1,800.00 84.06	4.55%
VERIZON COMMUNICATIONS 5 1/2% FEB 15 2018 DTD 02/12/2008 92343V-AL-8 A- /A3	115.96	21,000.00	24,350.97	21,296.30	3,054.67	1,155.00 147.56	2.75%
WAL-MART STORES INC SR NOTES 5.8% FEB 15 2018 DTD 08/24/2007 931142-CJ-0 AA /AA2	121.40	15,000.00	18,210.60	16,397.62	1,812.98	870.00 111.16	2.18%
GOVERNMENT OF CANADA 8% JUN 1 2023 DTD 8/17/92 135087-UT-9 AAA /AAA	151.71	10,000.00	15,171.34	12,048.78	3,122.56	800.00 266.66	2.78%
GS MORTGAGE SECURITITES CORPORATION II SER 2007-GG10 CL A4 FLOATING RATE AUG 10 2045 DTD 07/01/2007 36246L-AE-1 BBB /A1	103.89	50,000.00	51,945.75	29,593.75	22,352.00	2,902.32 153.15	5.09%
Total US Fixed Income			**$703,464.72**	**$444,105.13**	**$66,319.35**	**$34,489.85** **$3,748.39**	**4.03%**

	Price	Quantity	Value	Adjusted Tax Cost / Original Cost	Unrealized Gain/Loss	Est. Annual Income / Accrued Interest	Yield
Non-US Fixed Income							
SWEDISH GOVERNMENT - SEK 5.50% OCT 8 2012 DTD 10/08/2001 HELD BY EUROCLEAR ISIN SE0000909640 SEDOL 7334821 H33482-9A-2 AAA /AAA SEK	15.19	80,000.00	12,155.66	11,006.43	1,149.23	640.63 628.17	1.18%
UNITED MEXICAN STATES NOTES 6 3/8% JAN 16 2013 DTD 1/16/2003 91086Q-AK-4 BBB /BAA	105.75	24,000.00	25,380.00	24,993.13	386.87	1,530.00 318.74	1.86%
TELECOM ITALIA FIN SA - EUR MEDIUM TERM NOTE 6.875% JAN 24 2013 DTD 01/24/2003 HELD BY EUROCLEAR ISIN XS0161101679 SEDOL 7533510 H53465-9C-8 BBB /BAA EUR	137.66	12,000.00	16,518.91	15,959.56	559.35	1,106.90 758.15	4.76%
NORWEGIAN GOVERNMENT -NOK 6.50% MAY 15 2013 DTD 05/15/2002 HELD BY EUROCLEAR ISIN NO0010144843 SEDOL 7381076 666999-9A-7 AAA /AAA NOK	18.38	202,000.00	37,135.07	34,176.14	2,958.93	2,236.41 849.32	1.52%
REPUBLIC OF SOUTH AFRICA - ZAR 8.75% DEC 21 2014 DTD 12/21/2002 HELD BY EUROCLEAR ISIN ZAG000019878 SEDOL 6711953 S69124-9Q-0 A /A3 ZAR	13.19	105,000.00	13,852.67	11,157.01	2,695.66	1,142.85 319.37	6.63%
NEW ZEALAND GOVERNMENT-NZD 6% APR 15 2015 DTD 04/15/2003 HELD BY EUROCLEAR ISIN NZGOVD0004R7 SEDOL 6610726 G62784-9B-4 AAA /AAA NZD	83.15	42,000.00	34,922.80	23,764.68	11,158.12	1,926.28 889.43	3.35%

	Price	Quantity	Value	Adjusted Tax Cost / Original Cost	Unrealized Gain/Loss	Est. Annual Income / Accrued Interest	Yield
Non-US Fixed Income							
FEDERAL REPUBLIC OF BRAZIL NOTES 8% JAN 15 2018 DTD 8/1/2005 105756-BH-2 BBB /BAA	118.15	14,444.44	13,273.64	13,084.26	189.38	898.76 189.72	4.64%
TSY 5% 2018 - GBP 5% MAR 07 2018 DTD 05/25/2007 HELD BY EUROCLEAR ISIN GB00B1VWPC84 SEDOL B1VWPC8 871291-9B-8 NR /AAA GBP	187.20	12,000.00	22,464.10	19,131.52	3,332.58	934.67 61.61	1.68%
SUNCOR ENERGY INC - CAD MEDIUM TERM NOTES 5.8% MAY 22 2018 DTD 05/22/2008 HEDL BY EUROCLEAR ISIN CA86721ZAC38 SEDOL B39QM69 86721Z-9B-7 BBB /WR CAD	110.51	20,000.00	22,102.97	14,513.26	7,589.71	1,113.19 399.28	3.24%
Total Non-US Fixed Income			**$197,805.82**	**$167,785.99**	**$30,019.83**	**$11,529.69** **$4,413.79**	**2.91%**
Global Fixed Income							
FIRST TRUST/ABERDEEN GLOBAL OPPORTUNITY INCOME FUND 337319-10-7	16.12	1,500.00	24,180.00	22,650.00	1,530.00	2,340.00	9.68%

Portfolio Activity Summary - U S Dollar

Transactions	Current Period Value	Year-To-Date Value*
Beginning Cash Balance	**150,310.82**	--
INFLOWS		
Income	6,483.81	63,375.58
Contributions	1,320.00	261,273.56
Foreign Exchange - Inflows	468.41	41,729.57
Total Inflows	**$8,272.22**	**$366,378.71**
OUTFLOWS **		
Withdrawals	(139,704.86)	(1,263,522.69)
Total Outflows	**($139,704.86)**	**($1,263,522.69)**
TRADE ACTIVITY		
Settled Sales/Maturities/Redemptions		61,684.36
Settled Securities Purchased	(1,104.01)	(177,607.49)
Total Trade Activity	**($1,104.01)**	**($115,923.13)**
Ending Cash Balance	**$17,774.17**	--

Cost Adjustments	Current Period Value	Year-To-Date Value*
Cost Adjustments		(8,583.37)
Total Cost Adjustments	**$0.00**	**($8,583.37)**

* Year to date information is calculated on a calendar year basis.
** Your account's standing instructions use a HIGH COST method for relieving assets from your position

Portfolio Activity Detail - U S Dollar

INFLOWS & OUTFLOWS

Settle Date	Type / Selection Method	Description	Quantity / Cost	Per Unit / Amount	Amount
Income					
9/1	Div Domest	JPM STR INC OPP FD @ 0.022 PER SHARE (ID: 4812A4-35-1)	2,104.339	0.022	46.30
9/1	Interest Income	DEPOSIT SWEEP INTEREST FOR AUG. @ .03% RATE ON NET AVG COLLECTED BALANCE OF $158,228.94 AS OF 09/01/11			4.03
9/1	Tax-Exempt Income	NUVEEN SELECT TAX FREE INCM SH BEN INT @ 0.0525 PER SHARE (ID: 67063C-10-6)	1,250.000	0.053	65.63
9/1	Tax-Exempt Income	NUVEEN INSURED TAX-FREE ADVANTAGE MUNICIPAL FUND @ 0.068 PER SHARE (ID: 670657-10-5)	1,500.000	0.068	102.00
9/1	Tax-Exempt Income	VANGUARD MUNI BD FD INC HI YLD PORT FUND 44 @ 0.039 PER SHARE (ID: 922907-40-7)	5,208.401	0.039	202.00
9/2	Tax-Exempt Income	AIM TAX EXEMPT FDS INC INV VK HIYL MN Y @ 0.049 PER SHARE AS OF 08/31/11 (ID: 001419-65-4)	6,621.615	0.049	322.09
9/2	Div Domest	WELLS FARGO FDS TR INTRMDT TXFR A AS OF 08/31/11 (ID: 949921-59-7)	16,899.046	0.032	533.62
9/6	Div Domest	SOUTHERN CO @ 0.4725 PER SHARE (ID: 842587-10-7)	300.000	0.473	141.75
9/6	Div Domest	PFIZER INC @ 0.20 PER SHARE (ID: 717081-10-3)	1,500.000	0.20	300.00
9/8	Corporate Interest	JOHN DEERE CAPITAL CORP MEDIUM TERM NOTE 4.9% SEP 09 2013 DTD 09/08/2008 (ID: 24422E-QU-6)	15,000.000	0.025	367.50
9/9	Div Domest	EXXON MOBIL CORP @ 0.47 PER SHARE (ID: 30231G-10-2)	250.000	0.47	117.50
9/9	Div Domest	ELI LILLY & CO @ 0.49 PER SHARE (ID: 532457-10-8)	300.000	0.49	147.00

Settle Date	Type / Selection Method	Description	Quantity / Cost	Per Unit / Amount	Amount
Income					
9/12	Div Domest	CHEVRON CORP @ 0.78 PER SHARE (ID: 166764-10-0)	200.000	0.78	156.00
9/12	Corporate Interest	GS MORTGAGE SECURITITES CORPORATION II SER 2007-GG10 CL A4 FLOATING RATE AUG 10 2045 DTD 07/01/2007 (ID: 36246L-AE-1)	50,000.000	0.005	249.33
9/13	Div Domest	JOHNSON & JOHNSON @ 0.57 PER SHARE (ID: 478160-10-4)	400.000	0.57	228.00
9/14	Foreign Interest	ENTRY REVERSED ON 09/19/2011 QUEENSLAND TREASURY CORP - AUD 6% SEP 14 2017 DTD 09/14/2006 (ID: 748305-BG-3)	30,000.000	0.03	900.00
9/15	Div Domest	FIRST TRUST/ABERDEEN GLOBAL OPPORTUNITY INCOME FUND @ 0.13 PER SHARE (ID: 337319-10-7)	1,500.000	0.13	195.00
9/16	Div Domest	DUKE ENERGY CORP @ 0.25 PER SHARE (ID: 26441C-10-5)	2,750.000	0.25	687.50
9/16	Div Domest	MC DONALDS CORP @ 0.61 PER SHARE (ID: 580135-10-1)	500.000	0.61	305.00
9/19	Foreign Interest	TO REVERSE ENTRY OF 09/14/2011 QUEENSLAND TREASURY CORP - AUD 6% SEP 14 2017 DTD 09/14/2006 AS OF 09/14/11 (ID: 748305-BG-3)	30,000.000	0.03	(900.00)
9/19	Foreign Interest	QUEENSLAND TREASURY CORP - AUD 6% SEP 14 2017 DTD 09/14/2006 AS OF 09/14/11 (ID: 748305-BG-3)	30,000.000	0.031	928.39
9/20	Foreign Dividend	BP PLC SPONS ADR GROSS RATE .42 (ID: 055622-10-4)	325.000	0.42	136.50
9/28	Div Domest	SECTOR SPDR TR SBI INT-FINL SEDOL 2364038 @ 0.05031 PER SHARE (ID: 81369Y-60-5)	3,000.000	0.05	150.93
9/30	Div Domest	FRONTIER COMMUNICATIONS CORPORATION @ 0.1875 PER SHARE (ID: 35906A-10-8)	156.000	0.188	29.25

Settle Date	Type / Selection Method	Description	Quantity / Cost	Per Unit Amount	Amount
Income					
9/30	Tax-Exempt Income	EATON VANCE MUNICIPAL BOND FUND @ 0.076334 PER SHARE (ID: 27827X-10-1)	2,500.000	0.076	190.84
9/30	Div Domest	EATON VANCE SR FLOATING RATE FUND @ 0.082 PER SHARE (ID: 27828Q-10-5)	2,000.000	0.082	164.00
9/30	Div Domest	EATON VANCE TAX ADVANTAGED GLOBAL DIVIDEND INCOME FUND @ 0.1025 PER SHARE (ID: 27828S-10-1)	3,500.000	0.103	358.75
9/30	Div Domest	EATON VANCE TAX MANAGED GLOBAL BUY WRITE OPPORTUNITIES FUND @ 0.3024 PER SHARE (ID: 27829C-10-5)	1,000.000	0.302	302.40
9/30	Tax-Exempt Income	WESTERN ASSET MUN HIGH INCOME FUND @ 0.035 PER SHARE (ID: 95766N-10-3)	1,500.000	0.035	52.50
Total Income					**$6,483.81**

Settle Date	Type / Selection Method	Description	Quantity / Cost	Amount
Contributions				
9/22	Misc Credit	FED WIRE CREDIT VIA: COMERICA BANK CORPORATED BLVD/067012099 B/O: TELENET SYSTEMS INC BOCA RATON,FL 334337641 REF: CHASE NYC/CTR/BNF=BERNSTEIN FAMILY INVESTMENT LLLP BOCA RATON FL 33487-1387/AC-000000032326 RFB=O/B COMERICA BK OBI=INTEREST ON LOAN/TEIMAD: 0922F6QC949C000036 TRN: 2398009265FF		1,320.00

Settle Date	Type / Selection Method	Description	Quantity / Cost	Amount
Foreign Exchange - Inflows				
9/7	Spot FX	REPATRIATION OF FOREIGN INTEREST BUY USD SELL GBP EXCHANGE RATE 1.561371000 DEAL 09/07/11 VALUE 09/07/11 (ID: 0GBPPR-CV-1)	(300.000) (468.41)	468.41

Settle Date	Type / Selection Method	Description	Quantity / Cost	Amount
Withdrawals				
9/2	Misc Disbursement	TRANSFERRED BY WIRE TO LEGACY BANK OF FLORIDA FAO BERNSTEIN FAMILY REALTY LLC AS REQUESTED		(6,000.00)
9/6	Misc Disbursement	FUNDS TRANSFERRED FROM PRN A/C# W32635000 TO DDA A/C# 0000000000849197231 AS REQUESTED		(6,619.22)
9/12	Misc Disbursement	TRANSFERRED BY WIRE TO WACHOVIA BANK FAO SIMON BERNSTEIN AS REQUESTED		(24,000.00)
9/14	Misc Disbursement	FUNDS TRANSFERRED FROM PRN A/C# W32635000 TO DDA A/C# 0000000000849197231 PHONE INSTRUCTIONS FROM CLIENT		(70,000.00)
9/19	Misc Disbursement	FUNDS TRANSFERRED FROM PRN A/C# W32635000 TO DDA A/C# 0000000000849197231 AS REQUESTED		(8,085.64)
9/22	Misc Disbursement	TRANSFERRED BY WIRE TO WACHOVIA BANK NA OF FLORIDA FAO ARBITRAGE INTERNATIONAL MANAGEM AS REQUESTED		(25,000.00)
Total Withdrawals				**($139,704.86)**

TRADE ACTIVITY

Trade Date / Settle Date	Type	Description	Quantity	Per Unit Amount	Market Cost
Settled Securities Purchased					
9/1 9/1	Purchase	JPM STR INC OPP FD REINVESTED @ 11.60 PER SHARE (ID: 4812A4-35-1)	3.991	11.601	(46.30)
9/1 9/1	Purchase	VANGUARD MUNI BD FD INC HI YLD PORT FUND 44 INCOME DIVIDEND @ 0.039 PER SHAR REINVESTED J.P.MORGAN SECURITIES LLC AS AGENT (ID: 922907-40-7)	19.275	10.48	(202.00)
9/2 9/2	Purchase	AIM TAX EXEMPT FDS INC INV VK HIYL MN Y INCOME DIVIDEND @ 0.049 PER SHAR REINVESTED @ $9.22 J.P.MORGAN SECURITIES LLC AS AGENT AS OF 08/31/11 (ID: 001419-65-4)	34.934	9.22	(322.09)
9/2 9/2	Purchase	WELLS FARGO FDS TR INTRMDT TXFR A INCOME DIVIDEND REINVESTED J.P.MORGAN SECURITIES LLC AS AGENT AS OF 08/31/11 (ID: 949921-59-7)	47.901	11.14	(533.62)
Total Settled Securities Purchased					**($1,104.01)**

Trade Date / Est. Settle Date	Type	Description	Quantity	Per Unit Amount	Market Cost
Pending Securities Purchased					
10/3 10/3	Purchase	VANGUARD MUNI BD FD INC HI YLD PORT FUND 44 (ID: 922907-40-7)	18.002		(190.82)
9/30 9/30	Purchase	AIM TAX EXEMPT FDS INC INV VK HIYL MN Y (ID: 001419-65-4)	34.510	9.38	(323.70)
9/30 9/30	Purchase	WELLS FARGO FDS TR INTRMDT TXFR A (ID: 949921-59-7)	51.441	11.17	(574.60)
Total Pending Securities Purchased					**($1,089.12)**

Portfolio Activity Summary - Pound Sterling

Transactions	US Dollar Value		Local Value	
	Current Period Value	Year-To-Date Value*	Current Period Value	Year-To-Date Value*
Beginning Cash Balance	--	--	**0.00**	--
INFLOWS				
Income	468.41	949.14	300.00	600.00
Total Inflows	**$468.41**	**$949.14**	**300.00**	**600.00**
OUTFLOWS **				
Foreign Exchange - Outflows	(468.41)	(949.14)	(300.00)	(600.00)
Total Outflows	**($468.41)**	**($949.14)**	**(300.00)**	**(600.00)**
Ending Cash Balance	--	--	**0.00**	--

* Year to date information is calculated on a calendar year basis.
** Your account's standing instructions use a HIGH COST method for relieving assets from your position

Portfolio Activity Detail - Pound Sterling

INFLOWS & OUTFLOWS

Settle Date	Type / Selection Method	Description	Quantity	Per Unit Amount USD / Local Value	Amount USD / Local Value	Currency Gain/Loss USD
Income						
9/7	Foreign Interest	TSY 5% 2018 - GBP 5% MAR 07 2018 DTD 05/25/2007 TRADE 9/07/11 VALUE 9/07/11 ISIN GB00B1VWPC84 SEDOL B1VWPC8 (ID: 871291-9B-8)	12,000.000	0.039 0.025	468.41 300.00	

Settle Date	Type / Selection Method	Description	Quantity	Amount USD / Local Value	Currency / Gain/Loss USD
Foreign Exchange - Outflows					
9/7	Spot FX	REPATRIATION OF FOREIGN INTEREST BUY USD SELL GBP EXCHANGE RATE 1.561371000 DEAL 09/07/11 VALUE 09/07/11 (ID: 0GBPPR-CV-1)	468.410	(468.41) (300.00)	

Settled Foreign Exchange Contracts

	Trade Date / Settle Date	Currency / Counter Currency	Amount / Counter Amount	Contract Rate	Revaluation Rate	Contracted Base Amount USD	Revalued Amount USD	Currency G/L
Other								
POUND STERLING	Sep. 7 11	GBP	(300.00)	1.561371	1.561371	468.41	(468.41)	
U S DOLLAR	Sep. 7 11	USD	468.41					

For the Period 9/1/11 to 9/30/11

IMPORTANT INFORMATION ABOUT YOUR STATEMENT(S)

Please take the steps indicated below if you think statements are incorrect or contact your J.P.Morgan team if you require additional information about a transaction on your statement(s).
In Case of Errors or Questions About Your Electronic Transfers.

Contact your J.P. Morgan Team at one of the telephone numbers on the front of your statements or write us at at J.P. Morgan, 500 Stanton Christiana Road, 1/OPS3, Newark, DE 19713-2107 as soon as you can, if you think your statement is wrong or if you need more information about a transfer on the statement. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared. (1) Tell us your name and account number. (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information. (3) Tell us the dollar amount of the suspected error. We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

In Case of Errors or Questions About Non-Electronic Transfers (Checks or Deposits)

Contact JPMorgan Chase Bank, N.A. ("JPMCB") Member FDIC immediately if a statement is incorrect or if you need more information about any non-electronic transactions (checks or deposits) on this statement. If any such error appears, you must notify the bank in writing as soon as possible after your statement was made available to you. For more complete details, see the applicable account agreements and appendices that govern your account.

Deposit products and services are offered by JPMorgan Chase Bank, N.A. ("JPMCB") Member FDIC.

In case of other errors or questions about your brokerage account statement.

Please review your account statement and promptly report any inaccuracy or discrepancy including possible unauthorized trading activity, unrecorded dividend payments, unaccounted cash positions, improper payments or transfers in writing to both the introducing broker, JPMS and the clearing firm, JPMCC at the addresses shown on your statement. Any oral communication should be re-confirmed in writing to further protect your rights, including your rights under the Securities Investor Protection Act (SIPA). If you have any questions please contact your J.P.Morgan team.

In your written communication, please provide the following information: (1) your name and account number; (2) the dollar amount of the suspected error; and (3) a description of the error and explanation, if you can, why you believe there is an error. If you need more information, you must describe the item you are unsure about. We must receive your written communication no later than 30 days after the statement on which the error or problem appeared is sent or made available. If you do not so notify us, you agree that the statement activity and account balance(s) are correct.

Important Information about Pricing and Valuations

Market value information (including without limitation, prices, exchange rates, accrued income and bond ratings) furnished herein some of which has been provided by pricing sources or other sources that J.P. Morgan believes to be reliable, is not guaranteed for accuracy and is furnished for the exclusive use of the client.

J.P. Morgan makes no representation, warranty or guarantee, express or implied, that any quoted value represents the actual terms at which transactions or securities could be bought or sold or new transactions could be entered into, or the actual terms on which existing transactions or securities could be liquidated. Such values may only be indicative.

The current price is the value of the financial asset share, unit or contract as priced at the close of the market on the last day of the statement period or the last available price. All values provided for structured yield deposits (for example, JPMorgan London Time Deposits) reflect the original deposit amount only. The value for Real Estate, Mineral Interests and Miscellaneous Assets may not reflect the most current value of the asset.

Certain assets including but not limited to, pooled and private investments, non-publicly traded and infrequently traded securities, derivatives, partnership interests and tangible assets are generally illiquid, the value of such assets may have been provided to us by third parties who may not be independent of the issuer or manager. Such information is reflected as of the last date provided to us, and is not independently verified.

Valuations of over-the-counter derivative transactions, including certain derivatives-related deposit products, have been prepared on a mid-market basis. These valuations are derived from proprietary models based upon well-recognized financial principles and we have, when necessary to calculate the present value of future cash flows, made reasonable estimates about relevant future market conditions. Valuations based on other models or different assumptions may yield different results. J.P. Morgan expressly disclaims any responsibility for (1) the accuracy of the models or estimates used in deriving the valuations, (2) any errors or omissions in computing or disseminating the valuations, and (3) any uses to which the valuations are put. Valuations are provided for information purposes only and are intended solely for your own use. Please refer to the trade confirmation for details of each transaction.

These statements are not official documents for income tax reporting purposes and should not be relied upon for such purposes, including determination of income, cost basis, amortization or accretion, or gain/loss. Such information, which may be inaccurate, incomplete or subject to updating, should be confirmed with your records and your tax advisor.

Important Information Regarding Auction Rate Securities (ARS). ARS are debt or preferred securities with an interest or dividend rate reset periodically in an auction. Although there may be daily, weekly and monthly resets, there is no guarantee that there will be liquidity. If there are not enough bids at an auction to redeem the securities available for sale, the result may be a failed auction. In the event of a failed auction, there is no assurance that a secondary market will develop or that the security will trade at par or any other price reflected on statements and online.Accordingly, investors should not rely on pricing information appearing in their statements or online with respect to ARS. Where J.P. Morgan was unable to obtain a price from an outside service for a particular ARS, the price column on your statement and online will indicate "$0.00" which should not be relied on as the price at which ARS would trade.

The JPMorgan Funds or The JPMorgan Institutional Funds or The American Century Funds

Shares of the funds are not bank deposits and are not guaranteed by any bank, government entity, or the FDIC. Return and share price will fluctuate and redemption value may be more or less than original cost. While the money market funds seek to maintain a stable net asset value of $1.00 per share, there is no assurance that they will continue to do so. The estimated annual income and dividend yield figures for mutual funds represent the funds' most recent income dividend annualized.

The distributor of the JPMorgan Funds is JPMorgan Distribution Services, Inc., which is an affiliate of JPMCB. JPMCB and its affiliates receive compensation from JPMorgan Funds for providing services. American Century Investment Services, Inc. is the distributor of the American Century Funds. American Century Investment Management Inc. serves as investment advisor to its respective fund family and receives compensation from that fund family for providing investment advisory and other services.

Shareholders of certain JPMorgan Funds are charged a redemption fee equal to 2% of the proceeds if they exchange or redeem shares of such funds within 60 days of purchase, subject to certain exceptions set forth in the prospectus of the applicable Fund. Please consult your J.P. Morgan representative for a list of the JPMorgan Funds that impose redemption fees.

Offshore Deposits - London and Nassau

Deposits in Foreign Branches are not insured by the FDIC or any other Agency of the Federal Government; amounts in such foreign accounts do not have the benefit of any domestic preference applicable to U.S Banks; certain Foreign accounts are considered reportable to the Internal Revenue Service on a Report of Foreign Bank and Financial Accounts (TD F 90-22.1).

You must promptly advise your J.P.Morgan representative of material changes in your investment objectives or financial situation or if you wish to modify the management of your account. Unless you inform otherwise, your J.P.Morgan representative will consider the information currently in its files to be complete and accurate.

Fund manager disclosure information available upon request

If you have an investment account that is managed by an SEC-Registered Investment Advisor, the Private Bank of J.P. Morgan will provide a copy of the advisor's Form ADV II or brochure upon written request.

Assets may be reflected herein even though they are held by a third party unaffiliated with J.P. Morgan. In such cases, unless J.P. Morgan otherwise agrees, J.P. Morgan has no responsibility for the verification, valuation, safekeeping or management of those assets.

Additional Information About Your Accounts

For the Period 9/1/11 to 9/30/11

Securities purchased or sold through J.P.Morgan Securities LLC ("JPMS") (1) other than mutual funds, are cleared through J.P.Morgan Clearing Corp. ("JPMCC"), an affiliate of JPMS, and (2) other than exchange-listed options and securities held in margin account(s), are held in your Asset Account at JPMCB. Positions in exchange-listed options and in margin account(s) are held by JPMCC and are not delivered to or from your Asset Account. For your convenience, however, positions in exchange-listed options are presented in Asset Account statement(s) together with other assets held in such account(s). All pertinent information about your settled and pending purchases and sales effected through your JPMS account during the period covered by these statement(s), is summarized in the "Trade Activity" portion of the statement(s).

You should have received (or have made available to you) separate confirmations for each securities transaction. All transactions are subject to the terms and conditions stated on the reverse side of such confirmations and are subject to the constitution, by-laws, customs and interpretations of the marketplace where executed and governed by and construed in accordance with the laws of the State of New York and all applicable federal laws and regulations. Further information with respect to commissions and other charges related to the execution of transactions, including options transactions, has been included in confirmations that were previously furnished to you. Upon written request, JPMS will promptly supply you with the latest such information.

JPMCC and JPMS are members of the Securities Investor Protection Corp ("SIPC"), a not-for-profit membership corporation funded by broker-dealers registered with the Securities and Exchange Commission. Securities and cash held for a customer at JPMS and JPMCC are protected by SIPC up to $500,000 per customer, which includes up to $100,000 of protection for cash. SIPC does not protect against losses from fluctuations in the value of the securities. Assets held in custody by JPMCB are not subject to SIPC. You may obtain information about SIPC, including the SIPC Brochure, on their website, at "www.sipc.org" or by contacting them at (202) 371-8300.

To the extent applicable, please note the following regarding estimated annual income (EAI) and estimated yield (EY): EAI and EY for certain types of securities could include a return of principal or capital gains in which case the EAI and EY would be overstated. EAI and EY are estimates and the actual income and yield might be lower or higher than the estimated amounts. EY reflects only the income generated by an investment. It does not reflect changes in its price, which may fluctuate.

JPMS, JPMCB or their affiliates (the "J.P. Morgan Companies") may provide administrative, custodial, sales, distribution or shareholder services to JPMorgan Funds, American Century Funds, or funds established, sponsored, advised, or managed by third parties, and the J.P. Morgan Companies may be compensated for such services.

A financial statement of this organization is available to you for personal inspection at its offices, or a copy will be mailed to you upon written request.

Bank products and services are offered through JPMCB and its banking affiliates. Securities are offered by JPMS and, to the extent noted above, cleared through JPMCC.

If a partial call is made with respect to an issue of securities included in your Accounts we will allocate the call by a method we deem fair and equitable.

JPMS is not a bank and is a separate legal entity from its bank or thrift affiliates, including JPMorgan Chase Bank, N.A. ("JPMCB").

Investment Products:	Not FDIC Insured	-No Bank Guarantee	-May Lose Value

Kimberly Moran

From: Diana Banks [diana@lifeinsuranceconcepts.com]
Sent: Thursday, October 20, 2011 5:06 PM
To: Kimberly Moran
Cc: Robert Spallina
Subject: RE: Simon L. Bernstein Irrevocable Trust
Attachments: Bernstein Statements June 2011-Sept 2011.pdf

Statement attached

Diana Banks - Vice President of Administration

. . . . . .

Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, FL 33487
Tel: 561.988.8984
Toll Free: 866.395.8984
Fax: 561.988.0833
Email: Diana@LifeInsuranceConcepts.com

www.LifeInsuranceConcepts.com

This communication (including attachments) may contain privileged and confidential information intended only for the recipient(s) named above. If you are not the intended recipient(s), you are hereby notified that any viewing, copying, dissemination or distribution of this communication is prohibited and may be subject to legal action. Please contact the sender immediately by reply e-mail and delete all copies of the original message.

From: Kimberly Moran [mailto:kmoran@tescherspallina.com]
Sent: Monday, October 17, 2011 10:02 AM
To: Diana Banks
Cc: Robert Spallina
Subject: Simon L. Bernstein Irrevocable Trust

Hi Diana –

Attached is the letter for Mr. Bernstein to sign and send to Wilmington Trust Company regarding distribution of the assets held by the above referenced trust.

Robert asked that you please send us the most recent statement for Bernstein Holdings, LLC.

If you have any questions, please do not hesitate to contact us.

Best regards,

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

10/21/2011

Kimberly Moran

From: Kimberly Moran
Sent: Friday, October 21, 2011 2:54 PM
To: 'crufe@wilmingtontrust.com'
Cc: Robert Spallina
Subject: Simon L. Bernstein
Attachments: Bernstein ltr to Wilmington Trust Company dtd 10-17-11.pdf; Bernstein - JP Morgan stmt Sept 2011.pdf

Dear Ms. Rufe:

Attached is a letter signed by Simon L. Bernstein with regard to the distribution of the assets of the Simon L. Bernstein Irrevocable Trust, together with a copy of the most recent statement for the Bernstein Family Investments, LLLP account at JP Morgan.

If you have any questions, please do not hesitate to contact us.

Best regards,

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

Kimberly Moran

From: Kimberly Moran
Sent: Monday, October 17, 2011 10:02 AM
To: 'Diana Banks'
Cc: Robert Spallina
Subject: Simon L. Bernstein Irrevocable Trust
Attachments: Bernstein ltr to Wilmington Trust Company dtd 10-17-11.pdf

Hi Diana –

Attached is the letter for Mr. Bernstein to sign and send to Wilmington Trust Company regarding distribution of the assets held by the above referenced trust.

Robert asked that you please send us the most recent statement for Bernstein Holdings, LLC.

If you have any questions, please do not hesitate to contact us.

Best regards,

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

Simon L. Bernstein
7020 Lions Head Lane
Boca Raton, Florida 33496

October 17, 2011

Wilmington Trust Company
Attn: Ms. Carece Rufe, CTFA
1100 North Market Street
Wilmington, DE 19890-0001

Re: Simon L. Bernstein Irrevocable Trust

Dear Ms. Rufe:

I am the settlor and the beneficiary of the above-referenced Trust of which Mr. William Stansbury is named as the Trust Protector. At the time that I established the Trust in 2008, I funded the Trust with my partnership interest in Bernstein Investments, LLLP, for asset protection purposes. Three years have passed since the establishment of the Trust and I am no longer in need of the protections afforded by the Trust. Whereas the primary purpose of the Trust is now obsolete, I formally request that you distribute the assets held by the Trust to my revocable trust and terminate the Simon L. Bernstein Irrevocable Trust immediately thereafter.

As was requested, I have enclosed a copy of the latest brokerage statement for Bernstein Family Investments, LLLP. If you have any questions regarding the distribution from the Trust or the Trust's termination, please do not hesitate to contact me.

Sincerely yours,

Simon L. Bernstein

Enc.

Simon L. Bernstein
7020 Lions Head Lane
Boca Raton, Florida 33496

August 26, 2011

Wilmington Trust Company
ATTN: Ms. Carece Rufe, CTFA
1100 North Market Street
Wilmington, DE 19890-0001

RE: Simon L. Bernstein Irrevocable Trust

Dear Ms. Rufe:

I am the settlor and the beneficiary of the above-referenced Trust of which Mr. William Stansbury is named as the Trust Protector. At the time that I established the Trust in 2008, I funded the Trust with my partnership interest in Bernstein Family Investments, LLLP, for asset protection purposes. Three years have passed since the establishment of the Trust and I am no longer in need of the protections afforded by the Trust. Whereas the primary purpose of the Trust is now obsolete, I formally request that you distribute the assets held by the Trust to my revocable trust and terminate the Simon L. Bernstein Irrevocable Trust immediately thereafter.

As was requested, I have enclosed a copy of the latest brokerage statement for Bernstein Family Investments, LLLP. If you have any questions regarding the distribution from the Trust or the Trust's termination, please do not hesitate to contact me.

Sincerely yours,

SIMON L. BERNSTEIN

Encl.

- ask Diana or Rachel
Need most recent
LLC stmt
- retype ltr & send to
Simon Bernstein

WILMINGTON
TRUST

Wilmington Trust Company
Rodney Square North
1100 North Market Street
Wilmington, DE 19890-0001

June 29, 2011

William E. Stansbury
6920 Caviro Lane
Boynton Lane, FL 33437

RE: Simon L. Bernstein Irrevocable Trust

Dear Mr. Stansbury:

In the past year, I took over the administration of the above referenced trust. I am contacting you because you are currently named as the Trust Protector of Mr. Bernstein's Delaware Asset Protection Trust. I am concerned because I have tried on several occasions to contact Mr. Bernstein to no avail. As Trustee there are a few outstanding items that we require to continue to serve as Trustee. Would you be able to help me get in contact with Mr. Bernstein to resolve the outstanding items? Any help that you could provide would be greatly appreciated.

If you need additional information, please do not hesitate to ask. All of my contact information is below.

Kind Regards,

Ms. Carece Rufe, CTFA
Fiduciary Advisor
Wealth Advisory Services
crufe@wilmingtontrust.com
302-651-8248

11187

Robert Spallina

From: margaret.brown@bakerbotts.com
Sent: Monday, April 26, 2010 4:22 PM
To: Robert Spallina
Cc: S.Loomis-Price@bakerbotts.com; JCoker@fits-inc.com
Subject: Bernstein/Friedstein/Simon/Iantoni Trusts

Hi, Robert -

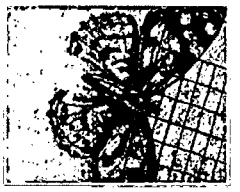
Could you please call my colleague, Stephanie Loomis-Price, at 713-229-1801 or me to let us know the status of the proceedings for the appointment of a successor trustee for the various Bernstein/Friedstein/Simon/Iantoni Trusts?

Thank you so much -

Maggie Brown
713-229-1987

IRS Circular 230 Disclaimer: To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

WILMINGTON
FUNDS



MONEY MARKET FUNDS

PRIME MONEY MARKET

U.S. GOVERNMENT MONEY MARKET

TAX-EXEMPT MONEY MARKET

Institutional Shares

Prospectus
November 1, 2007

WILMINGTON PRIME MONEY MARKET FUND

WILMINGTON U.S. GOVERNMENT MONEY MARKET FUND

WILMINGTON TAX-EXEMPT MONEY MARKET FUND

of WT Mutual Fund
Institutional Shares

PROSPECTUS DATED NOVEMBER 1, 2007

This prospectus gives vital information about these money market mutual funds, including information on investment policies, risks and fees. For your own benefit and protection, please read it before you invest, and keep it on hand for future reference.

Please note that these Funds:

- are not bank deposits
- are not obligations of, or guaranteed or endorsed by Wilmington Trust Company or any of its affiliates
- are not federally insured
- are not obligations of, or guaranteed or endorsed or otherwise supported by the U.S. Government, the Federal Deposit Insurance Corporation ("FDIC"), the Federal Reserve Board or any other governmental agency
- are not guaranteed to achieve their goal(s)
- may not be able to maintain a stable $1.00 share price.

These securities have not been approved or disapproved by the Securities and Exchange Commission nor has the Securities and Exchange Commission determined whether this prospectus is accurate or complete. Any representation to the contrary is a criminal offense.

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A look at the goals, strategies, risks and expenses of each Fund.

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WILMINGTON PRIME MONEY MARKET FUND

WILMINGTON U.S. GOVERNMENT MONEY MARKET FUND

WILMINGTON TAX-EXEMPT MONEY MARKET FUND

Institutional Shares

FUND DESCRIPTIONS

SUMMARY

Investment Objective	• The **Wilmington Prime Money Market Fund** and **Wilmington U.S. Government Money Market Fund** each seeks high current income, while preserving capital and liquidity. • The **Wilmington Tax-Exempt Money Market Fund** seeks high current interest income exempt from Federal income taxes while preserving principal.
Investment Focus	• Money market instruments
Share Price Volatility	• Each Fund will strive to maintain a stable $1.00 share price.
Principal Investment Strategies	• The **Wilmington Prime Money Market Fund** invests in money market instruments, including bank obligations, high quality commercial paper and U.S. Government obligations. • The **Wilmington U.S. Government Money Market Fund** invests at least 80% of its assets in U.S. Government obligations and repurchase agreements collateralized by such obligations. • The **Wilmington Tax-Exempt Money Market Fund** invests in high quality municipal obligations, municipal bonds and other instruments exempt from Federal income tax. • In selecting securities for a Fund, the investment adviser seeks current income, liquidity and safety of principal. The investment adviser may sell securities if the securities are downgraded to a lower ratings category.

	• The **Wilmington Prime Money Market Fund** and the **Wilmington Tax-Exempt Money Market Fund** may each invest more than 25% of its total assets in the obligations of banks, finance companies and utilities. The **Wilmington U.S. Government Money Market Fund** may invest up to 20% of its total assets in the obligations of banks, finance companies and utilities.
Principal Risks	The Funds are subject to the risks summarized below, which are further described under "Additional Risk Information." • An investment in a Fund is not a deposit of Wilmington Trust Company or any of its affiliates and is not insured or guaranteed by the FDIC or any other government agency. Although each Fund seeks to preserve the value of your investment at $1.00 per share, it is possible to lose money by investing in a Fund. • The obligations in which the Funds invest are subject to credit risk and interest rate risk. Typically, when interest rates rise, the market prices of debt securities go down. Securities issued by government sponsored entities are not insured or guaranteed by the U.S. Government. • The performance of a Fund will depend on whether or not the investment adviser is successful in pursuing its investment strategy.
Investor Profile	• Conservative

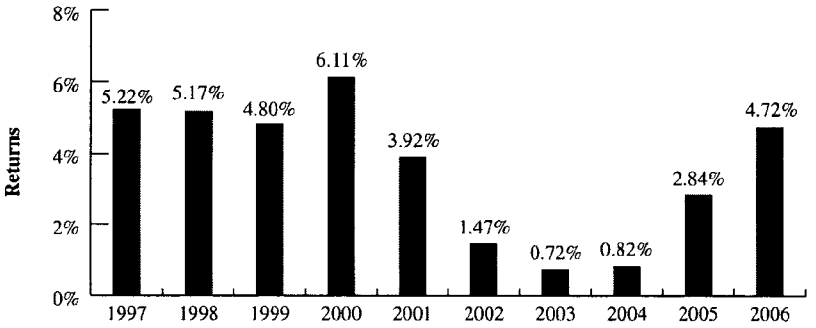
PERFORMANCE INFORMATION

Wilmington Prime Money Market Fund

The bar chart and the performance table below illustrate the risks and volatility of an investment in Institutional Shares of the Fund by showing changes in the Fund's performance from calendar year to calendar year. Of course, past performance does not necessarily indicate how the Fund will perform in the future.

Prior to June 23, 2006, Institutional Shares were known as "Investor Shares" and were subject to a Rule 12b-1 distribution fee.

Annual Total Returns for the Past 10 Calendar Years



Calendar Year-to-Date Total Return as of September 30, 2007: 3.77%

Best Quarter	Worst Quarter
1.57%	0.12%
(December 31, 2000)	(June 30, 2004)

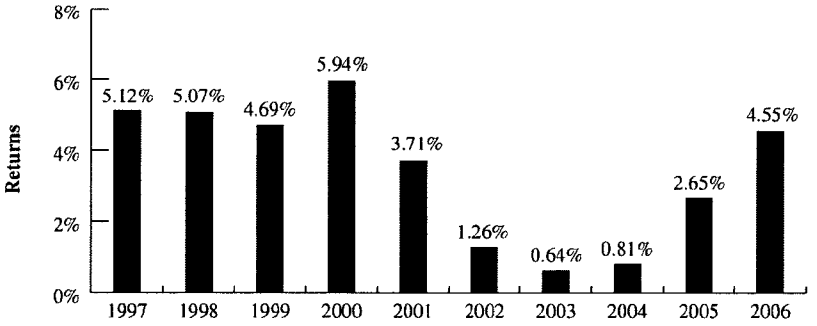
Average Annual Total Returns as of December 31, 2006	*1 Year*	*5 Years*	*10 Years*
Prime Money Market Fund — Institutional Shares	4.72%	2.10%	3.56%

Wilmington U.S. Government Money Market Fund

The bar chart and the performance table below illustrate the risks and volatility of an investment in Institutional Shares of the Fund by showing changes in the Fund's performance from calendar year to calendar year. Of course, past performance does not necessarily indicate how the Fund will perform in the future.

Prior to June 23, 2006, Institutional Shares were known as "Investor Shares" and were subject to a Rule 12b-1 distribution fee.

Annual Total Returns for the Past 10 Calendar Years



Performance Years

Calendar Year-to-Date Total Return as of September 30, 2007: 3.66%

Best Quarter	Worst Quarter
1.54%	0.13%
(December 31, 2000)	(June 30, 2004)

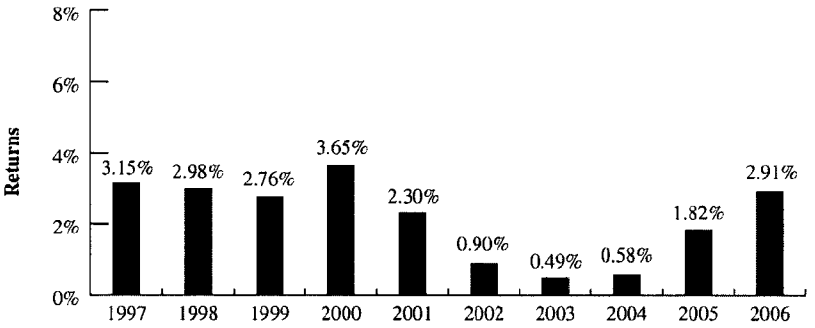
Average Annual Total Returns as of December 31, 2006	*1 Year*	*5 Years*	*10 Years*
U.S. Government Money Market Fund — Institutional Shares	4.55%	1.97%	3.43%

Wilmington Tax-Exempt Money Market Fund

The bar chart and the performance table below illustrate the risks and volatility of an investment in Institutional Shares of the Fund by showing changes in the Fund's performance from calendar year to calendar year. Of course, past performance does not necessarily indicate how the Fund will perform in the future.

Prior to June 23, 2006, Institutional Shares were known as "Investor Shares" and were subject to a Rule 12b-1 distribution fee.

Annual Total Returns for the Past 10 Calendar Years



Calendar Year-to-Date Total Return as of September 30, 2007: 2.39%

Best Quarter	Worst Quarter
0.96%	0.09%
(December 31, 2000)	(September 30, 2003)

Average Annual Total Returns as of December 31, 2006	*1 Year*	*5 Years*	*10 Years*
Tax-Exempt Money Market Fund — Institutional Shares	2.91%	1.33%	2.15%

You may call (800) 336-9970 to obtain a Fund's current 7-day yield.

FEES AND EXPENSES

The table below shows the fees and expenses that you may pay if you buy and hold Institutional Shares of a Fund. No sales charges or other fees are paid directly from your investment.

Annual Fund Operating Expenses (expenses that are deducted from Fund assets):

	Prime Money Market Fund	*U.S. Government Money Market Fund*	*Tax-Exempt Money Market Fund*
Management fees	0.32%	0.37%	0.37%
Distribution (Rule 12b-1) fees	None	None	None
Other expenses	0.09%	0.12%	0.15%
Total Annual Fund Operating Expenses	**0.41%**	**0.49%**	**0.52%**

EXAMPLE

This Example is intended to help you compare the cost of investing in Institutional Shares of each Fund with the cost of investing in other mutual funds. The Examples below show what you would pay if you invested $10,000 over the various time periods indicated. The Example assumes that:

- you reinvested all dividends;
- the average annual return was 5%;
- the Fund's total operating expenses are charged and remain the same over the time periods; and
- you redeemed all of your investment at the end of each time period.

Although your actual cost may be higher or lower, based on these assumptions your costs would be:

Institutional Shares	*1 Year*	*3 Years*	*5 Years*	*10 Years*
Prime Money Market Fund	$42	$132	$230	$518
U.S. Government Money Market Fund	$50	$157	$274	$616
Tax-Exempt Money Market Fund	$53	$167	$291	$653

The above example of Institutional Shares is for comparison purposes only and is not a representation of a Fund's actual expenses and returns, either past or future.

INVESTMENT OBJECTIVE

The **Wilmington Prime Money Market Fund** and the **Wilmington U.S. Government Money Market Fund** each seeks a high level of current income consistent with the preservation of capital and liquidity. The **Wilmington Tax-Exempt Money Market Fund** seeks as high a level of interest income exempt from Federal income tax as is consistent with preservation of principal.

The investment objective for each Fund may not be changed without shareholder approval. Each Fund is a money market fund and intends to maintain a stable $1.00 share price, although this may not be possible under certain circumstances. There can be no guarantee that any Fund will achieve its investment objective.

PRINCIPAL INVESTMENT STRATEGIES

The **Wilmington Prime Money Market Fund** invests in:

- U.S. dollar-denominated obligations of major U.S. and foreign banks and their branches located outside of the United States, of U.S. branches of foreign banks, of foreign branches of foreign banks, of U.S. agencies of foreign banks and wholly-owned banking subsidiaries of foreign banks;
- commercial paper rated, at the time of purchase, in the highest category of short-term debt ratings of any two nationally recognized statistical rating organizations ("NRSRO") such as Standard & Poor's Corporation ("S&P"), Moody's Investors Service, Inc. ("Moody's") and Fitch IBCA ("Fitch");

- corporate obligations having a remaining maturity of 397 calendar days or less, issued by corporations having outstanding comparable obligations that are (a) rated in the two highest categories of any two NRSROs or (b) rated no lower than the two highest long-term debt ratings categories by any NRSRO;
- U.S. Government obligations (as described below);
- high quality municipal securities; and
- repurchase agreements that are fully collateralized by U.S. Government obligations.

The **Wilmington U.S. Government Money Market Fund** invests at least 80% of its total assets in:

- U.S. Government obligations; and
- repurchase agreements that are fully collateralized by such obligations.

U.S. Government obligations are debt securities issued or guaranteed by the U.S. Government, its agencies or instrumentalities. U.S. Government obligations include securities issued by government-sponsored entities, such as the Federal Home Loan Mortgage Corporation and Federal National Mortgage Association, which are not issued, insured or guaranteed by the U.S. Treasury or the U.S. Government. Instruments issued by such government-sponsored entities are supported only by the credit of the issuing entity. If an issuer that is not insured or guaranteed by the U.S. Treasury or U.S. Government fails to meet its commitments, the Fund would not be able to assert a claim against the United States.

The **Wilmington Tax-Exempt Money Market Fund** invests in:

- high quality municipal obligations and municipal bonds;
- floating and variable rate obligations;
- participation interests;
- high quality tax-exempt commercial paper; and
- high quality short-term municipal notes.

The Tax-Exempt Money Market Fund has adopted a policy that, under normal circumstances, at least 80% of its annual income will be exempt from Federal income tax. Additionally, at least 80% of its annual income will not be a tax preference item for purposes of the Federal alternative minimum tax.

High quality securities include those that (1) are rated in one of the two highest short-term rating categories by two NRSROs (or by one NRSRO if only one NRSRO has issued a rating), or (2), if unrated, are issued by an issuer with comparable outstanding debt that is rated or are otherwise unrated and determined by the investment adviser to be of comparable quality.

Each Fund also may invest in other securities, use other strategies and engage in other investment practices, which are described in detail in the Funds' Statement of Additional Information ("SAI"), available on the Funds' website at *http://www.wilmingtonfunds.com.*

ADDITIONAL RISK INFORMATION

The following is a list of certain risks that may apply to your investment in a Fund. Further information about investment risks is available in the Funds' SAI:

- **Credit Risk:** The risk that the issuer of a security, or the counterparty to a contract, will default or otherwise become unable to honor a financial obligation.
- **Foreign Security Risk:** The risk of losses due to political, regulatory, economic, social or other uncontrollable forces in a foreign country.
- **Government Obligations Risk:** The risk that government-sponsored entities may default on a financial obligation, since their securities are not insured or guaranteed by the U.S. Treasury or the U.S. Government.
- **Interest Rate Risk:** The risk of market losses attributable to changes in interest rates. With fixed-rate securities, a rise in interest rates typically causes a fall in values, while a fall in rates typically causes a rise in values. The yield paid by a Fund will vary with changes in interest rates.
- **Market Risk:** The risk that the market value of a security may fluctuate, sometimes rapidly and unpredictably.
- **Prepayment Risk:** The risk that a debt security may be paid off and proceeds invested earlier than anticipated. Depending on market conditions, the new investments may or may not carry the same interest rate.

FINANCIAL HIGHLIGHTS

The financial highlights tables are intended to help you understand each Fund's financial performance for the past five years. Certain information reflects financial results for a single Institutional Share of a Fund. The total returns in the tables represent the rate that you would have earned (or lost) on an investment in Institutional Shares of a Fund (assuming reinvestment of all dividends and other distributions). Financial highlights have been audited by Ernst & Young LLP, whose report, along with each Fund's financial statements, is included in the Annual Report, which is available without charge on the Funds' website at *http://www.wilmingtonfunds.com* or by calling (800) 336-9970.

PRIME MONEY MARKET FUND — INSTITUTIONAL SHARES

	For the Fiscal Years Ended June 30				
	2007	*2006*	*2005*	*2004*	*2003*
Net Asset Value — Beginning of Year	**$ 1.00**	**$ 1.00**	**$ 1.00**	**$ 1.00**	**$ 1.00**
Investment Operations:					
Net investment income	0.05	0.04	0.02	0.01	0.01
Distributions:					
From net investment income	(0.05)	(0.04)	(0.02)	(0.01)	(0.01)
Net Asset Value — End of Year	**$ 1.00**	**$ 1.00**	**$ 1.00**	**$ 1.00**	**$ 1.00**
Total Return	**5.05%**	**3.82%**	**1.74%**	**0.58%**	**1.07%**
Ratios (to Average Net Assets)/ Supplemental Data:[1,2]					
Expenses	0.41%	0.51%	0.50%	0.53%	0.51%
Net investment income	4.94%	3.70%	1.65%	0.59%	1.10%
Net assets at the end of year (000 omitted)	$24,400	$11,986	$ 6,683	$14,105	$28,937

[1] Prior to June 23, 2006, the Institutional Shares were known as Investor Shares and were subject to a Rule 12b-1 distribution fee.

[2] For the periods prior to July 1, 2005, the Fund operated as a feeder fund in a master-feeder structure. The expense and net investment income ratios include expenses allocated from the master fund, WT Investment Trust I — Prime Money Market Series. Since July 1, 2005, the Fund no longer operates in a master-feeder structure.

U.S. GOVERNMENT MONEY MARKET FUND — INSTITUTIONAL SHARES

	For the Fiscal Years Ended June 30				
	2007	*2006*	*2005*	*2004*	*2003*
Net Asset Value — Beginning of Year	**$ 1.00**	**$ 1.00**	**$ 1.00**	**$ 1.00**	**$ 1.00**
Investment Operations:					
Net investment income	0.05	0.04	0.02	0.01	0.01
Distributions:					
From net investment income	(0.05)	(0.04)	(0.02)	(0.01)	(0.01)
Net Asset Value — End of Year	**$ 1.00**	**$ 1.00**	**$ 1.00**	**$ 1.00**	**$ 1.00**
Total Return	**4.92%**	**3.66%**	**1.63%**	**0.53%**	**0.95%**
Ratios (to Average Net Assets)/ Supplemental Data:[1,2]					
Expenses	0.49%	0.61%	0.59%	0.58%	0.57%
Net investment income	4.79%	3.58%	1.44%	0.53%	0.93%
Net assets at the end of year (000 omitted)	$ 333	$ 3,480	$ 3,939	$33,892	$34,252

[1] Prior to June 23, 2006, the Institutional Shares were known as Investor Shares and were subject to a Rule 12b-1 distribution fee.

[2] For the periods prior to July 1, 2005, the Fund operated as a feeder fund in a master-feeder structure. The expense and net investment income ratios include expenses allocated from the master fund, WT Investment Trust I — U.S. Government Series. Since July 1, 2005, the Fund no longer operates in a master-feeder structure.

TAX-EXEMPT MONEY MARKET FUND — INSTITUTIONAL SHARES

	For the Fiscal Years Ended June 30				
	2007	*2006*	*2005*	*2004*	*2003*
Net Asset Value — Beginning of Year	**$ 1.00**	**$ 1.00**	**$ 1.00**	**$ 1.00**	**$ 1.00**
Investment Operations:					
Net investment income	0.03	0.02	0.01	—[1]	0.01
Distributions:					
From net investment income	(0.03)	(0.02)	(0.01)	—[1]	(0.01)
Net Asset Value — End of Year	**$ 1.00**	**$ 1.00**	**$ 1.00**	**$ 1.00**	**$ 1.00**
Total Return	**3.14%**	**2.39%**	**1.16%**	**0.41%**	**0.73%**
Ratios (to Average Net Assets)/ Supplemental Data:[2,3]					
Expenses	0.52%	0.63%	0.64%	0.58%	0.57%
Net investment income	3.06%	2.30%	0.98%	0.42%	0.72%
Net assets at the end of year (000 omitted)	$ 793	$13,210	$13,084	$46,990	$23,382

[1] Less than $0.01 per share.

[2] Prior to June 23, 2006, the Institutional Shares were known as Investor Shares and were subject to a Rule 12b-1 distribution fee.

[3] For the periods prior to July 1, 2005, the Fund operated as a feeder fund in a master-feeder structure. The expense and net investment income ratios include expenses allocated from the master fund, WT Investment Trust I – Tax-Exempt Series. Since July 1, 2005, the Fund no longer operates in a master-feeder structure.

MANAGEMENT OF THE FUNDS

The Board of Trustees of WT Mutual Fund (the "Trust") supervises the management, activities and affairs of the Funds and has approved contracts with various organizations to provide, among other services, the day-to-day management required by a Fund and its shareholders.

INVESTMENT ADVISER

Rodney Square Management Corporation ("RSMC"), the Funds' investment adviser, is located at 1100 North Market Street, Wilmington, Delaware 19890. RSMC is a wholly owned subsidiary of Wilmington Trust Corporation, which is a publicly held financial services holding company. Wilmington Trust Investment Management, LLC ("WTIM"), 3455 Peachtree Road, Suite 2000, Atlanta, Georgia 30326, also a wholly owned subsidiary of Wilmington Trust Corporation and under common control with RSMC, provides certain investment services, information, advice, assistance and facilities and performs research, statistical and investment services pursuant to a sub-advisory agreement among the Trust, RSMC and WTIM. RSMC, subject to the general oversight of the Board of Trustees, has overall responsibility for directing the investments of each Fund in accordance with its investment objective, policies and limitations. RSMC provides its services exclusively to investment companies sponsored by it or its affiliates. As of September 30, 2007, RSMC had approximately $7.9 billion in assets under management.

For the fiscal year ended June 30, 2007, RSMC received the following advisory fees as a percentage of each Fund's average daily net assets:

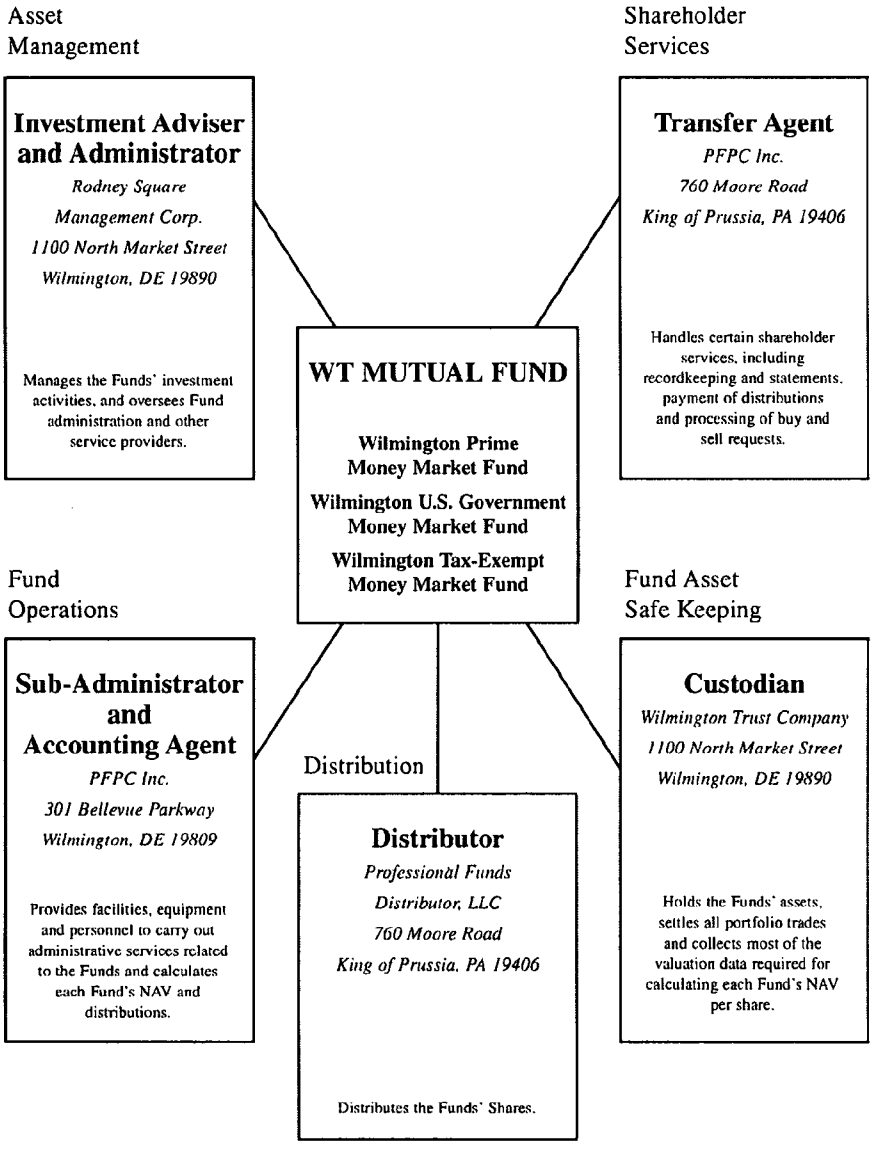
Prime Money Market Fund	0.32%
U.S. Government Money Market Fund	0.37%
Tax-Exempt Money Market Fund	0.37%

WTIM receives a sub-advisory fee from RSMC as agreed to from time to time with RSMC. Such fee paid to WTIM will not exceed the contractual amount of RSMC's fee.

A discussion of the basis for the Board of Trustees approval of the investment advisory and sub-advisory agreements for each of the Funds is included in the semi-annual report to shareholders for the period ended December 31.

SERVICE PROVIDERS

The chart below provides information on the primary service providers.



SHAREHOLDER INFORMATION

PRICING OF SHARES

The price of each Fund's shares is based on the Fund's net asset value ("NAV"). Each Fund uses its best effort to maintain its $1.00 constant share price and values its securities at amortized cost. This involves valuing a security initially at its cost and thereafter assuming a constant amortization to maturity of any discount or premium, regardless of fluctuating interest rates on the market value of the security. All cash, receivables and current payables are carried at their face value. Other assets, if any, are valued at fair value as determined in good faith by, or under the direction of, the Board of Trustees.

PFPC Inc. ("PFPC"), the Funds' sub-administrator and accounting agent, determines the NAV per share of the Tax-Exempt Money Market Fund as of 12:00 Noon Eastern time on each "business day" (i.e., a day that the New York Stock Exchange (the "Exchange") or the Federal Reserve Bank of Philadelphia and the transfer agent are open for business). PFPC determines the NAV per share of the Prime Money Market Fund and U.S. Government Money Market Fund as of 2:00 p.m. and 5:00 p.m. Eastern time on each business day. The NAV per share is calculated by adding the value of all securities and other assets in a Fund, deducting its liabilities and dividing the balance by the number of outstanding shares in that Fund. The price at which a purchase, redemption or exchange is effected is based on the next calculation of NAV after the order is received by an authorized financial institution or the transfer agent.

PURCHASE OF SHARES

Fund shares are offered on a continuous basis and are sold without any sales charges. The minimum initial investment in Institutional Shares of each Fund is $5,000,000. This minimum initial investment amount has been waived for shareholders of the Funds on June 23, 2006, trustees, directors, officers and employees of RSMC, the Trust, and Wilmington Trust and its affiliates, and their respective spouses, parents and children.

You may purchase shares if you are a client of Wilmington Trust through your trust or corporate cash management accounts. You may also purchase shares of a Fund through a financial intermediary which may charge additional fees and may require higher minimum investments or impose other limitations on buying and selling shares. "Financial intermediaries" include brokers, dealers, banks (including

bank trust departments), insurance companies, investment advisers, financial advisers, financial planners, retirement or 401(k) plan administrators, their designated intermediaries, and any other firm having a selling, administration or similar agreement. If you purchase shares through a financial intermediary, that party is responsible for promptly transmitting orders and may have an earlier cut-off time for purchase and redemption requests. Purchase and redemption orders placed through a financial intermediary will be deemed to have been received and accepted by the Fund when the financial intermediary accepts the order. Customer orders will be priced at the Fund's NAV next computed after they are accepted by an authorized intermediary or its authorized designee. A financial intermediary may also designate another intermediary to accept purchase and redemption orders on the Fund's behalf. Consult your investment representative for specific information.

Networking and Sub-Transfer Agency Fees: The Fund may directly enter into agreements with financial intermediaries pursuant to which the Fund will pay the financial intermediary for services such as networking or sub-transfer agency, including the maintenance of "street name" or omnibus accounts and related sub-accounting, record-keeping and administrative services provided to such accounts. Payments made pursuant to such agreements are generally based on either (1) a percentage of the average daily net assets of clients serviced by such financial intermediary, or (2) the number of accounts serviced by such financial intermediary. Any payments made pursuant to such agreements are in addition to, rather than in lieu of, Rule 12b-1 or shareholder service fees the financial intermediary may also receive. From time to time, RSMC or its affiliates may pay a portion of the fees for networking or sub-transfer agency at its or their own expense and out of its or their legitimate profits. These payments may be material to financial intermediaries relative to other compensation paid by the Funds and/or the Distributor, RSMC and their affiliates. The payments described above may differ depending on the Fund and may vary from amounts paid to the Trust's transfer agent for providing similar services to other accounts. The financial intermediaries are not audited by the Funds, RSMC or its service providers to determine whether such intermediary is providing the services for which they are receiving such payments.

In order for a financial intermediary to purchase shares of a Fund for an omnibus account, in nominee name or on behalf of another person, the Trust will enter into a shareholder information agreement with such financial intermediary or its agent. This agreement requires each financial intermediary to provide the Funds access, upon request, to information about underlying shareholder transaction activity in these accounts. If a shareholder information agreement has not been entered into by a financial intermediary, such financial intermediary will be prohibited from purchasing Fund shares for an omnibus account, in nominee name or on behalf of another person.

By Mail: You may purchase shares by sending a check drawn on a U.S. bank payable to Wilmington Money Market Funds, indicating the name and class of the Fund, along with a completed application (included at the end of this prospectus). If a subsequent investment is being made, the check should also indicate your Fund account number. When you make purchases by check, each Fund may withhold payment on redemptions until it is reasonably satisfied that the funds are collected (which can take up to 10 days). If you purchase shares with a check that does not clear, your purchase will be canceled and you will be responsible for any loss or fees incurred in that transaction. Send the check and application to:

Regular mail:	**Overnight mail:**
Wilmington Money Market Funds	Wilmington Money Market Funds
c/o PFPC Inc.	c/o PFPC Inc.
P.O. Box 9828	101 Sabin Street
Providence, RI 02940	Pawtucket, RI 02860-1427

By Wire: You may purchase shares by wiring federal funds. Please call PFPC at (800) 336-9970 for instructions and to make specific arrangements before making a purchase by wire, and if making an initial purchase, to also obtain an account number.

Additional Information Regarding Purchases: For the Tax-Exempt Money Market Fund orders placed and payments which are received in or converted into federal funds by 12:00 Noon Eastern time will be accepted at the price determined at 12:00 Noon Eastern time. Your shares will begin to accrue dividends on that business day. If your order is placed and payments are received in or converted into federal funds for your account after 12:00 Noon Eastern time your shares will begin to accrue dividends on the following business day.

For both the Prime Money Market Fund and the U.S. Government Money Market Fund orders placed and payments which are received in or converted into federal funds by 2:00 p.m. Eastern time will be accepted at the price determined at 2:00 p.m. Eastern time. Orders placed and payments which are received or converted into federal funds after 2:00 p.m. and up to 5:00 p.m. will be accepted at the price determined at 5:00 p.m. In each case, shares purchased on or before 5:00 p.m. will receive the dividend declared on that business day. If your order is placed and payments are received in or converted into federal funds after 5:00 p.m. your shares will begin to accrue dividends on the following business day. Any purchase order may be rejected if a Fund determines that accepting the order would not be in the best interest of the Fund or its shareholders. It is the responsibility of Wilmington Trust or the financial intermediary to transmit orders for the purchase of shares by its customers to the transfer agent and to deliver required funds on a timely basis, in accordance with the procedures stated above.

REDEMPTION OF SHARES

You may sell your shares on any business day, as described below. Redemptions are effected at the NAV next determined after the transfer agent has received your redemption request. There is no fee when Fund shares are redeemed. It is the responsibility of Wilmington Trust or the financial intermediary to transmit redemption orders and credit their customers' accounts with redemption proceeds on a timely basis. Redemption checks are normally mailed on the next business day following receipt by the transfer agent of redemption instructions. Transmission of wires for redemption proceeds and eligibility with respect to dividends declared on the day of redemption are as follows (all times are Eastern time):

WILMINGTON TAX-EXEMPT MONEY MARKET FUND

	Receipt of Redemption Request by Fund	
	On or Before 12:00 Noon	*After 12:00 Noon*
On What Day Will My Redemption Proceeds Normally Be Wired to My Account?	Same Business Day	Next Business Day
Will I Be Eligible to Receive the Day's Dividend?	No	Yes

WILMINGTON PRIME MONEY MARKET FUND AND WILMINGTON U.S. GOVERNMENT MONEY MARKET FUND

	Receipt of Redemption Request by Fund		
	On or Before 2:00 P.M.	*After 2:00 P.M. and Up to 5:00 P.M.*	*After 5:00 P.M.*
On What Day Will My Redemption Proceeds Normally Be Wired to My Account?	Same Business Day	Next Business Day	Next Business Day
Will I Be Eligible to Receive the Day's Dividend?	No	No	Yes

If you purchased your shares through an account at Wilmington Trust or through a financial intermediary, you should contact Wilmington Trust or the financial intermediary for information relating to redemptions. The Fund's name and your account number should accompany any redemption requests.

By Mail: If you redeem your shares by mail, you must submit written instructions accompanied with a medallion signature guarantee by a guarantor institution that is acceptable to the transfer agent, such as a domestic bank or trust company, broker, dealer, clearing agency or savings association, participating in a recognized signature guarantee program such as the Securities Transfer Agents Medallion Program (STAMP), Stock Exchanges Medallion Program (SEMP) and New York Stock Exchange, Inc. Medallion Signature Program (MSP). Signature guarantees that are not part of these programs will not be accepted.

Your written instructions must include the Fund name, your account number, your printed name, and your signature. You should mail your written instructions with a medallion signature guarantee to:

Regular mail:	**Overnight mail:**
Wilmington Money Market Funds	Wilmington Money Market Funds
c/o PFPC Inc.	c/o PFPC Inc.
P.O. Box 9828	101 Sabin Street
Providence, RI 02940	Pawtucket, RI 02860-1427

By Telephone: If you prefer to redeem your shares by telephone you may elect to do so. However there are risks. The Funds have implemented certain safeguards and procedures to confirm the identity of callers and to confirm that the instructions communicated are genuine. If such procedures are followed, you will bear the risk of any loss.

By Check: You may use the checkwriting option to redeem Fund shares by drawing a check for $500 or more against a Fund account. When the check is presented for payment, a sufficient number of shares will be redeemed from your account to cover the amount of the check. This procedure enables you to continue receiving dividends on those shares until the check is presented for payment. Because the aggregate amount of Fund shares owned is likely to change each day, you should not attempt to redeem all shares held in your account by using the checkwriting procedure. Charges will be imposed for specially imprinted checks, business checks, copies of canceled checks, stop payment orders, checks returned due to "nonsufficient funds" and other returned checks. These charges will be paid by automatically redeeming an appropriate number of Fund shares. Each Fund and the transfer agent reserve the right to terminate or alter the checkwriting service at any time. The transfer agent also reserves the right to impose a service charge in connection with the checkwriting service. If you are interested in the checkwriting service, contact the transfer agent for further information. This service is generally not available for clients of Wilmington Trust through their trust or corporate cash management accounts, since it is already provided for these customers through Wilmington Trust. The service may also not be available for financial intermediary clients who are provided a similar service by those organizations.

Additional Information Regarding Redemptions: The processing of redemptions and the delivery of the proceeds may be delayed beyond the same or next business day. Among the reasons for this are days when the Exchange may be closed, when an emergency exists that makes it difficult to execute portfolio transactions or by the order of the Securities and Exchange Commission for the protection of Fund shareholders. Other events could cause a delay as well.

Redemption proceeds may be wired to your predesignated bank account in any commercial bank in the United States if the amount is $1,000 or more. The receiving bank may charge a fee for this service. For amounts exceeding $10,000, proceeds may be mailed to your bank.

In order to authorize the transfer agent to mail redemption proceeds to your Fund account address of record, complete the appropriate section of the Application for Telephone Redemption Option or include your Fund account address of record when you submit written instructions. You may change the account that you have designated to receive amounts redeemed at any time. Any request to change the account designated to receive redemption proceeds should be accompanied by a guarantee of your signature by an eligible institution. A signature and a medallion signature guarantee are required for each person in whose name the account is registered. Further documentation will be required to change the designated account when a corporation, other organization, trust, fiduciary or other institutional investor holds the Fund shares.

If the shares to be redeemed represent a recent investment made by a check, each Fund reserves the right not to send the redemption proceeds until it believes that the check has been collected (which could take up to 10 days).

Small Accounts: If the value of your Fund account falls below $2,500,000, the Fund may ask you to increase your balance. If after 60 days the account value is still below $2,500,000, your account may be closed and the proceeds sent to you. The Fund will not close your account if it falls below $2,500,000 solely as a result of a reduction in your account's market value. The minimum account balance requirement may be waived for trustees, directors, officers and employees of RSMC, the Trust, and Wilmington Trust and its affiliates, and their respective spouses, parents and children.

FREQUENT PURCHASES AND REDEMPTIONS

Money market funds such as the Funds generally are used by investors for short-term investments, often in place of bank checking or savings accounts or for cash management purposes. Investors value the ability to add and withdraw their funds quickly, without restriction. For this reason, although the Trust discourages excessive

trading and other abusive trading practices, it has not adopted policies and procedures, or imposed redemption fees or other restrictions such as minimum holding periods, to deter frequent purchases and redemptions of the Funds' shares. The Trust also believes that money market funds, such as the Funds, are not targets of abusive trading practices, because money market funds seek to maintain a $1.00 per share price and typically do not fluctuate in value based on market prices. However, frequent purchases and redemptions of the Funds' shares could increase the Funds' transaction costs, such as market spreads and custodial fees, and may interfere with the efficient management of the Funds, which could detract from their performance. Accordingly, the Funds reserve the right to refuse any purchase or exchange request. Other Wilmington Funds that are not money market mutual funds have adopted policies and procedures that are intended to discourage and prevent abusive trading practices in those mutual funds which may apply to exchanges from or into the Funds. If you plan to exchange your Fund shares for shares of another Wilmington Fund, please read the prospectus of that other fund for more information. Prospectuses for the other Wilmington Funds may be obtained, free of charge, on the Funds' website at *http://www.wilmingtonfunds.com* or by calling (800) 336-9970.

EXCHANGE OF SHARES

You may exchange all or a portion of your shares in a Fund for Institutional Shares of the following funds ("Wilmington Funds"):

Wilmington Aggressive Asset Allocation Fund
Wilmington Moderate Asset Allocation Fund
Wilmington Conservative Asset Allocation Fund
Wilmington ETF Allocation Fund
Wilmington Prime Money Market Fund
Wilmington U.S. Government Money Market Fund
Wilmington Tax-Exempt Money Market Fund
Wilmington Short/Intermediate-Term Bond Fund
Wilmington Broad Market Bond Fund
Wilmington Municipal Bond Fund
Wilmington Large-Cap Core Fund
Wilmington Large-Cap Value Fund
Wilmington Large-Cap Growth Fund
Wilmington Small-Cap Core Fund
Wilmington Small Cap Value Fund
Wilmington Small Cap Growth Fund
Wilmington Multi-Manager Large-Cap Fund
Wilmington Multi-Manager Small-Cap Fund
Wilmington Multi-Manager International Fund

Wilmington Multi-Manager Real Asset Fund
Wilmington Fundamentally Weighted Large Company Fund
Wilmington Fundamentally Weighted Small Company Fund

Redemption of shares through an exchange will be effected at the NAV per share next determined after the transfer agent receives your request. A purchase of shares through an exchange will be effected at the NAV per share determined at that time or as next determined thereafter.

Exchange transactions will be subject to the minimum initial investment and other requirements of the Wilmington Fund into which the exchange is made. Unless a waiver of the minimum account balance has been granted, an exchange may not be made if the exchange would leave a balance of less than $500 in a shareholder's account.

Prospectuses of the other Wilmington Funds may be obtained, free of charge, on the Funds' website at *http://www.wilmingtonfunds.com* or by calling (800) 336-9970. To obtain more information about exchanges, or to place exchange orders, contact the transfer agent, or, if your shares are held in a trust account with Wilmington Trust or in an account with a financial intermediary, contact Wilmington Trust or the financial intermediary. The Wilmington Funds may terminate or modify the exchange offer described here and will give you 60 days notice of such termination or modification.

DISTRIBUTIONS

Distributions from the net investment income of each Fund are declared daily as a dividend and paid monthly to you. Any net capital gain realized by a Fund will be distributed annually.

All distributions are reinvested in additional shares, unless you elect to receive the distributions in cash. Shares become entitled to receive distributions on the day after the shares are issued.

TAXES

As long as a Fund meets the requirements for being a "regulated investment company," it pays no Federal income tax on the earnings and gains it distributes to shareholders. The Funds' distributions of net investment income (which include net short-term capital gains), whether received in cash or reinvested in additional Fund shares, are generally taxable to you as ordinary income. Each Fund will notify you following the end of the calendar year of the amount of dividends paid that year.

You will not recognize any gain or loss on the sale (redemption) or exchange of shares of a Fund so long as that Fund maintains a stable price of $1.00 a share. Dividend distributions by the Tax-Exempt Money Market Fund of the excess of its interest income on tax-exempt securities over certain amounts disallowed as deductions ("exempt-interest dividends") may be treated by you as interest excludable from your gross income. The Tax-Exempt Money Market Fund intends to distribute income that is exempt from Federal income tax, though it may invest a portion of its assets in securities that generate taxable income. Income exempt from Federal income tax may be subject to state and local income tax. Additionally, any capital gains distributed by the Tax-Exempt Money Market Fund may be taxable.

State and Local Income Taxes: You should consult your tax adviser concerning state and local taxes, which may have different consequences from those of the Federal income tax law.

This section is only a summary of some important income tax considerations that may affect your investment in a Fund. More information regarding those considerations appears in our SAI. You are urged to consult your tax adviser regarding the effects of an investment on your tax situation.

DISTRIBUTION ARRANGEMENTS

Professional Funds Distributor, LLC manages the Funds' distribution efforts and provides assistance and expertise in developing marketing plans and materials, enters into dealer agreements with broker-dealers to sell shares and provides shareholder support services, directly or through affiliates. The Funds do not charge any sales loads, deferred sales loads or other fees in connection with the purchase of shares.

SHARE CLASSES

The Funds issue Institutional and W Shares. The Prime Money Market Fund and the U.S. Government Money Market Fund also issue Service Shares. Each class of shares bears a pro-rata portion of the Fund's common expenses in addition to expenses directly attributable to that class. Institutional Shares are offered to retirement plans and other institutional investors. Service Shares are offered to investors who use a financial intermediary to process transactions and pay a Rule 12b-1 distribution fee and a shareholder service fee. Any investor may purchase W Shares which are subject to a shareholder service fee.

FOR MORE INFORMATION

FOR INVESTORS WHO WANT MORE INFORMATION ON THE FUNDS, THE FOLLOWING DOCUMENTS ARE AVAILABLE FREE UPON REQUEST:

Annual/Semi-Annual Reports: Additional information about the Funds' investments is available in the Funds' annual and semi-annual reports to shareholders. These reports contain performance data and information on the Funds' portfolio holdings and operating results for the most recently completed fiscal year or half-year. The annual report will also include a discussion of the market conditions and investment strategies that significantly affected each Fund's performance during its last fiscal year.

Statement of Additional Information (SAI): The SAI provides additional technical and legal descriptions of a Fund's policies, investment restrictions, risks, and business structure, including a description of the Funds' policies and procedures with respect to the disclosure of the Funds' securities holdings. The information in the SAI is incorporated into this prospectus by this reference.

Copies of these documents and answers to questions about the Funds may be obtained without charge by contacting:

WT Mutual Fund
c/o PFPC Inc.
101 Sabin Street
Pawtucket, RI 02860-1427
(800) 336-9970
9:00 a.m. to 5:00 p.m., Eastern time

The Funds' SAI, annual and semi-reports are accessible, free of charge, on the Funds' website at *http://www.wilmingtonfunds.com*. Reports and information about the Funds (including the SAI and annual and semi-annual reports) also may be viewed or downloaded, free of charge, from the EDGAR database on the SEC's website at *http://www.sec.gov*. Such information can also be reviewed and copied at the Public Reference Room of the Securities and Exchange Commission in Washington, D.C. Copies of this information may be obtained, upon payment of a duplicating fee, by electronic request at the following e-mail address: *publicinfo@sec.gov*, or by writing the Public Reference Room of the SEC, Washington, D.C., 20549-0102. Information on the operation of the Public Reference Room may be obtained by calling the SEC at (202) 942-8090.

FOR MORE INFORMATION ON OPENING A NEW ACCOUNT, MAKING CHANGES TO EXISTING ACCOUNTS, PURCHASING, EXCHANGING OR REDEEMING SHARES, OR OTHER INVESTOR SERVICES, PLEASE CALL (800) 336-9970.

The investment company registration number is 811-08648.

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WILMINGTON
FUNDS
Money Market Funds

11/07

INSTITUTIONAL SHARES

APPLICATION & NEW ACCOUNT REGISTRATION

INSTRUCTIONS:
FOR WIRING INSTRUCTIONS OR
FOR ASSISTANCE IN COMPLETING
THIS FORM CALL (800) 336-9970

RETURN THIS COMPLETED FORM TO:
WILMINGTON MONEY MARKET
FUNDS — INSTITUTIONAL SHARES
C/O PFPC Inc.
P.O. Box 9828
PROVIDENCE, RI 02940

FUND SELECTION ($5,000,000 MINIMUM)

☐ WILMINGTON PRIME MONEY MARKET FUND-(FSR 1) $ _____

☐ WILMINGTON U.S. GOVERNMENT MONEY MARKET FUND-(FSR 2) $ _____

☐ WILMINGTON TAX-EXEMPT MONEY MARKET FUND-(FSR 3) $ _____

TOTAL AMOUNT TO BE INVESTED $ _____

_____ By check. (Make payable to the applicable Fund.)

_____ By wire. Call 1-800-336-9970 for Instructions.

Bank from which funds will be wired _____ wire date _____

ACCOUNT REGISTRATION

1. Individual _____ ___ _____ _____
First Name MI Last Name Date of Birth*

_____
1st Owner's Social Security Number*

2. Joint Tenancy _____ ___ _____ _____
First Name MI Last Name Date of Birth*
("Joint Tenants with Rights of Survivorship" unless otherwise Specified)

_____
Joint Owner's Social Security Number*

3. Gifts to Minors _____ _____ under the _____ Uniform Gifts/ Transfers to Minors Act
Minor's Name Minor's Date of Birth* State

_____
Minor's Social Security Number*

4. Other Registration _____ _____
Customer Date of Birth Customer Tax ID No.*

5. If Trust, Date of Trust Instrument: _____

As joint tenants use Lines 1 and 2; as custodian for a minor, use Lines 1 and 3.
In the name of a corporation, trust or other organization or any fiduciary capacity, use Line 4.

* Customer Tax Identification No.: (a) for an individual, joint tenants, or a custodial account under the Uniform Gifts/Transfers to Minors Act, supply the Social Security number of all of the registered account owners; (b) for a trust, a corporation, a partnership, an organization, a fiduciary, etc., supply the Employer Identification number of the legal entity or organization that will report income and/or gains.

ADDRESS OF RECORD Must be a street address. If a post office box is preferred, please provide a mailing address on an additional sheet of paper.

Street

City State Zip Code

DISTRIBUTION OPTIONS — If these boxes are not checked, all distributions will be invested in additional shares.

	Pay Cash for: Income Dividends	Other
WILMINGTON PRIME MONEY MARKET FUND	☐	☐
WILMINGTON U.S. GOVERNMENT MONEY MARKET FUND	☐	☐
WILMINGTON TAX-EXEMPT MONEY MARKET FUND	☐	☐

CERTIFICATIONS AND SIGNATURE(S) — Please sign exactly as registered under "Account Registration."

I have received and read the Prospectus for the Wilmington Money Market Funds and agree to its terms; I am of legal age. I understand that the shares offered by this Prospectus are not deposits of, or guaranteed by, Wilmington Trust Company, or any other bank, nor are the shares insured by the Federal Deposit Insurance Corporation, the Federal Reserve Board or any other agency. I further understand that investment in these shares involves investment risks, including possible loss of principal. If a corporate customer, I certify that appropriate corporate resolutions authorizing investment in the Wilmington Money Market Funds have been duly adopted.

I hereby represent that I am not and am not acting on behalf of: (1) a foreign financial institution or foreign intermediary, (2) a non-U.S. person, or (3) a foreign political official;

OR CHECK BOX

☐ I am making this investment for or on behalf of one or more non-U.S. persons or entities.

Under the Interest and Dividend Tax Compliance Act of 1983, the Funds are required to have the following certification:
Under penalties of perjury, I certify that:

(1) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
(2) I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
(3) I am a U.S. person (Including a U.S. resident alien).

Note: You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Signature _____ Date _____

Signature _____ Date _____
Joint Owner/Trustee

Check one: ☐ Owner ☐ Trustee ☐ Custodian ☐ Other _____

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

WILMINGTON
FUNDS
Money Market Funds

11/07

INSTITUTIONAL SHARES

APPLICATION for TELEPHONE REDEMPTION OPTION

Telephone redemption permits redemption of Fund shares by telephone, with proceeds directed only to the Fund account address of record or to the bank account designated below. For investments by check, telephone redemption is available only after these shares have been on the Fund's books for 10 days.

This form is to be used to add or change the telephone redemption option on your account(s).

ACCOUNT INFORMATION

Fund Name(s): _____

Fund Account Number(s): _____
(Please provide if you are a current account holder:)

Registered in the Name(s) of: _____

_____

_____

Registered Address: _____

_____

Note: If this form is not submitted together with the application, a corporate resolution must be included for accounts registered to other than an individual, a fiduciary or partnership.

REDEMPTION INSTRUCTIONS

☐ Add ☐ Change

Check one or more:

☐ Mail proceeds to my Fund account address of record (must be $10,000 or less and address must be established for a minimum of 60 days)

☐ Mail proceeds to my bank

☐ Wire proceeds to my bank (minimum $1,000)

☐ All of the above

Telephone redemption by wire can be used only with financial institutions that are participants in the Federal Reserve Bank Wire System. If the financial institution you designate is not a Federal Reserve participant, telephone redemption proceeds will be mailed to the named financial institution. In either case, it may take a day or two, upon receipt for your financial institution to credit your bank account with the proceeds, depending on its internal crediting procedures.

BANK INFORMATION

Please complete the following information only if proceeds mailed/wired to your bank was selected. **A voided bank check must be attached to this application.**

Name of Bank _____

Bank Routing Transit # _____

Bank Address _____

City/State/Zip _____

Bank Account Number _____

Name(s) on Bank Account _____

AUTHORIZATIONS

By electing the telephone redemption option, I appoint the transfer agent my agent to redeem shares of any designated fund when so instructed by telephone. This power will continue if I am disabled or incapacitated. I understand that a request for telephone redemption may be made by anyone, but the proceeds will be sent only to the account address of record or to the bank listed above. Proceeds in excess of $10,000 will only be sent to my predesignated bank. By signing below, I agree on behalf of myself, my assigns, and successors, not to hold the transfer agent and any of its affiliates, or any Fund responsible for acting under the powers I have given the transfer agent. I also agree that all account and registration information I have given will remain the same unless I instruct the transfer agent otherwise in a written form, including a signature guarantee. If I want to terminate this agreement, I will give the transfer agent at least ten days notice in writing. If the transfer agent or the Fund wants to terminate this agreement, they will give me at least ten days notice in writing.

All owners on the account must sign below and obtain signature guarantee(s).

_____ _____

Signature of Individual Owner | Signature of Joint Owner (if any)

_____

Signature of Corporate Officer, Trustee or other — please include your title

You must have a signature(s) guaranteed by an eligible institution acceptable to the Fund's transfer agent, such as a bank or trust company, broker/dealer, clearing agency or savings association who are participants in a medallion program recognized by the Securities Transfer Association. A Notary Public is not an acceptable guarantor. For more information on signature guarantees, see "Redemption of Shares" in the prospectus.

SIGNATURE GUARANTEE(S) (stamp)

TRUSTEES

Nicholas A. Giordano
Chairman of the Board

Robert H. Arnold

Dr. Eric Brucker

Ted T. Cecala

Robert J. Christian

Louis Klein Jr.

John J. Quindlen

Mark A. Sargent

OFFICERS

Neil Wolfson
President & Chief Executive Officer

John J. Kelley
Vice President & Chief Financial Officer

Charles D. Curtis
Vice President & Treasurer

Edward W. Diffin Jr.
Vice President & Secretary

Anna M. Bencrowsky
Chief Compliance Officer

Joseph M. Fahey Jr.
Vice President

Clayton M. Albright
Vice President

CUSTODIAN

Wilmington Trust Company

1100 North Market Street, Wilmington, DE 19890

INVESTMENT ADVISER AND ADMINISTRATOR

Rodney Square Management Corporation

1100 North Market Street, Wilmington, DE 19890

SUB-ADMINISTRATOR, TRANSFER AGENT, AND ACCOUNTING AGENT

PFPC Inc.

301 Bellevue Parkway, Wilmington, DE 19809

WILMINGTON
FUNDS

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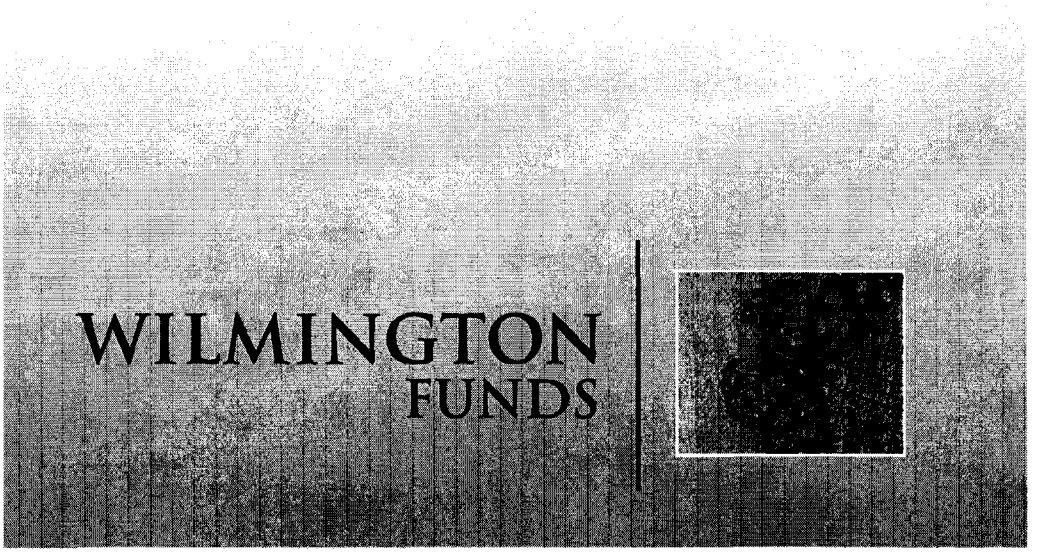

MONEY MARKET FUNDS

PRIME MONEY MARKET

U.S. GOVERNMENT MONEY MARKET

TAX-EXEMPT MONEY MARKET

Institutional Shares

Prospectus
November 1, 2007

WILMINGTON PRIME MONEY MARKET FUND

WILMINGTON U.S. GOVERNMENT MONEY MARKET FUND

WILMINGTON TAX-EXEMPT MONEY MARKET FUND

of WT Mutual Fund
Institutional Shares

PROSPECTUS DATED NOVEMBER 1, 2007

This prospectus gives vital information about these money market mutual funds, including information on investment policies, risks and fees. For your own benefit and protection, please read it before you invest, and keep it on hand for future reference.

Please note that these Funds:

- are not bank deposits
- are not obligations of, or guaranteed or endorsed by Wilmington Trust Company or any of its affiliates
- are not federally insured
- are not obligations of, or guaranteed or endorsed or otherwise supported by the U.S. Government, the Federal Deposit Insurance Corporation ("FDIC"), the Federal Reserve Board or any other governmental agency
- are not guaranteed to achieve their goal(s)
- may not be able to maintain a stable $1.00 share price.

These securities have not been approved or disapproved by the Securities and Exchange Commission nor has the Securities and Exchange Commission determined whether this prospectus is accurate or complete. Any representation to the contrary is a criminal offense.

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A look at the goals, strategies, risks and expenses of each Fund.

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WILMINGTON PRIME MONEY MARKET FUND

WILMINGTON U.S. GOVERNMENT MONEY MARKET FUND

WILMINGTON TAX-EXEMPT MONEY MARKET FUND

Institutional Shares

FUND DESCRIPTIONS

SUMMARY

Investment Objective	• The **Wilmington Prime Money Market Fund** and **Wilmington U.S. Government Money Market Fund** each seeks high current income, while preserving capital and liquidity. • The **Wilmington Tax-Exempt Money Market Fund** seeks high current interest income exempt from Federal income taxes while preserving principal.
Investment Focus	• Money market instruments
Share Price Volatility	• Each Fund will strive to maintain a stable $1.00 share price.
Principal Investment Strategies	• The **Wilmington Prime Money Market Fund** invests in money market instruments, including bank obligations, high quality commercial paper and U.S. Government obligations. • The **Wilmington U.S. Government Money Market Fund** invests at least 80% of its assets in U.S. Government obligations and repurchase agreements collateralized by such obligations. • The **Wilmington Tax-Exempt Money Market Fund** invests in high quality municipal obligations, municipal bonds and other instruments exempt from Federal income tax. • In selecting securities for a Fund, the investment adviser seeks current income, liquidity and safety of principal. The investment adviser may sell securities if the securities are downgraded to a lower ratings category.

	• The **Wilmington Prime Money Market Fund** and the **Wilmington Tax-Exempt Money Market Fund** may each invest more than 25% of its total assets in the obligations of banks, finance companies and utilities. The **Wilmington U.S. Government Money Market Fund** may invest up to 20% of its total assets in the obligations of banks, finance companies and utilities.
Principal Risks	The Funds are subject to the risks summarized below, which are further described under "Additional Risk Information." • An investment in a Fund is not a deposit of Wilmington Trust Company or any of its affiliates and is not insured or guaranteed by the FDIC or any other government agency. Although each Fund seeks to preserve the value of your investment at $1.00 per share, it is possible to lose money by investing in a Fund. • The obligations in which the Funds invest are subject to credit risk and interest rate risk. Typically, when interest rates rise, the market prices of debt securities go down. Securities issued by government sponsored entities are not insured or guaranteed by the U.S. Government. • The performance of a Fund will depend on whether or not the investment adviser is successful in pursuing its investment strategy.
Investor Profile	• Conservative

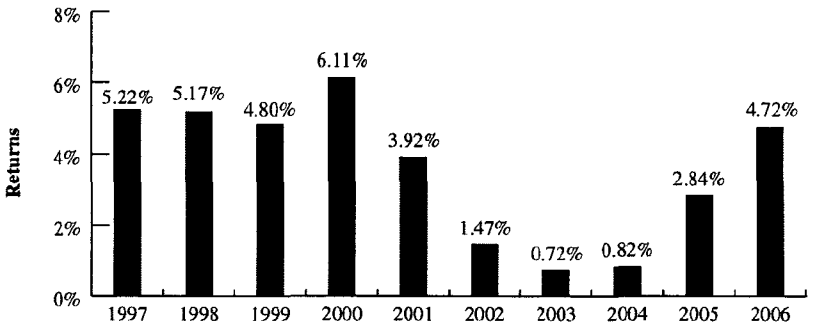
PERFORMANCE INFORMATION

Wilmington Prime Money Market Fund

The bar chart and the performance table below illustrate the risks and volatility of an investment in Institutional Shares of the Fund by showing changes in the Fund's performance from calendar year to calendar year. Of course, past performance does not necessarily indicate how the Fund will perform in the future.

Prior to June 23, 2006, Institutional Shares were known as "Investor Shares" and were subject to a Rule 12b-1 distribution fee.

Annual Total Returns for the Past 10 Calendar Years



Calendar Year-to-Date Total Return as of September 30, 2007: 3.77%

Best Quarter	Worst Quarter
1.57%	0.12%
(December 31, 2000)	(June 30, 2004)

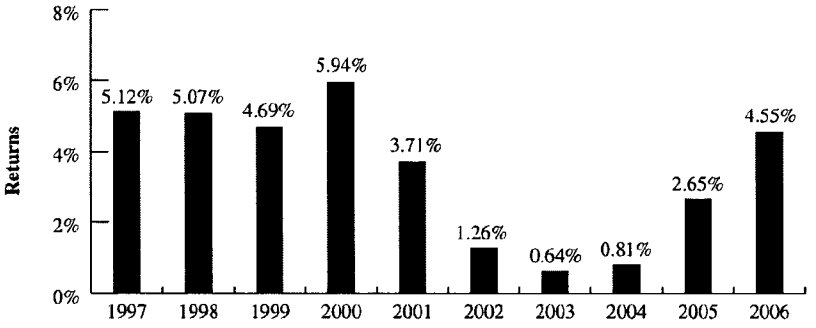
Average Annual Total Returns as of December 31, 2006	*1 Year*	*5 Years*	*10 Years*
Prime Money Market Fund — Institutional Shares	4.72%	2.10%	3.56%

Wilmington U.S. Government Money Market Fund

The bar chart and the performance table below illustrate the risks and volatility of an investment in Institutional Shares of the Fund by showing changes in the Fund's performance from calendar year to calendar year. Of course, past performance does not necessarily indicate how the Fund will perform in the future.

Prior to June 23, 2006, Institutional Shares were known as "Investor Shares" and were subject to a Rule 12b-1 distribution fee.

Annual Total Returns for the Past 10 Calendar Years



Performance Years

Calendar Year-to-Date Total Return as of September 30, 2007: 3.66%

Best Quarter	Worst Quarter
1.54%	0.13%
(December 31, 2000)	(June 30, 2004)

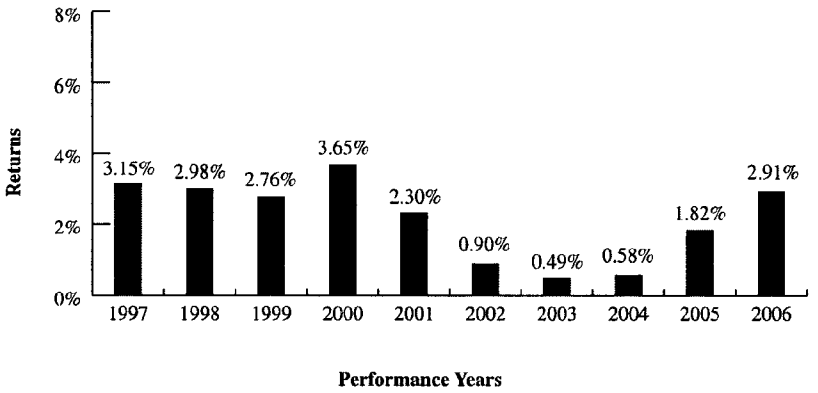
Average Annual Total Returns as of December 31, 2006	*1 Year*	*5 Years*	*10 Years*
U.S. Government Money Market Fund — Institutional Shares	4.55%	1.97%	3.43%

Wilmington Tax-Exempt Money Market Fund

The bar chart and the performance table below illustrate the risks and volatility of an investment in Institutional Shares of the Fund by showing changes in the Fund's performance from calendar year to calendar year. Of course, past performance does not necessarily indicate how the Fund will perform in the future.

Prior to June 23, 2006, Institutional Shares were known as "Investor Shares" and were subject to a Rule 12b-1 distribution fee.

Annual Total Returns for the Past 10 Calendar Years



Calendar Year-to-Date Total Return as of September 30, 2007: 2.39%

Best Quarter	Worst Quarter
0.96%	0.09%
(December 31, 2000)	(September 30, 2003)

Average Annual Total Returns as of December 31, 2006	*1 Year*	*5 Years*	*10 Years*
Tax-Exempt Money Market Fund — Institutional Shares	2.91%	1.33%	2.15%

You may call (800) 336-9970 to obtain a Fund's current 7-day yield.

FEES AND EXPENSES

The table below shows the fees and expenses that you may pay if you buy and hold Institutional Shares of a Fund. No sales charges or other fees are paid directly from your investment.

Annual Fund Operating Expenses (expenses that are deducted from Fund assets):

	Prime Money Market Fund	*U.S. Government Money Market Fund*	*Tax-Exempt Money Market Fund*
Management fees	0.32%	0.37%	0.37%
Distribution (Rule 12b-1) fees	None	None	None
Other expenses	0.09%	0.12%	0.15%
Total Annual Fund Operating Expenses	**0.41%**	**0.49%**	**0.52%**

EXAMPLE

This Example is intended to help you compare the cost of investing in Institutional Shares of each Fund with the cost of investing in other mutual funds. The Examples below show what you would pay if you invested $10,000 over the various time periods indicated. The Example assumes that:

- you reinvested all dividends;
- the average annual return was 5%;
- the Fund's total operating expenses are charged and remain the same over the time periods; and
- you redeemed all of your investment at the end of each time period.

Although your actual cost may be higher or lower, based on these assumptions your costs would be:

Institutional Shares	*1 Year*	*3 Years*	*5 Years*	*10 Years*
Prime Money Market Fund	$42	$132	$230	$518
U.S. Government Money Market Fund	$50	$157	$274	$616
Tax-Exempt Money Market Fund	$53	$167	$291	$653

The above example of Institutional Shares is for comparison purposes only and is not a representation of a Fund's actual expenses and returns, either past or future.

INVESTMENT OBJECTIVE

The **Wilmington Prime Money Market Fund** and the **Wilmington U.S. Government Money Market Fund** each seeks a high level of current income consistent with the preservation of capital and liquidity. The **Wilmington Tax-Exempt Money Market Fund** seeks as high a level of interest income exempt from Federal income tax as is consistent with preservation of principal.

The investment objective for each Fund may not be changed without shareholder approval. Each Fund is a money market fund and intends to maintain a stable $1.00 share price, although this may not be possible under certain circumstances. There can be no guarantee that any Fund will achieve its investment objective.

PRINCIPAL INVESTMENT STRATEGIES

The **Wilmington Prime Money Market Fund** invests in:

- U.S. dollar-denominated obligations of major U.S. and foreign banks and their branches located outside of the United States, of U.S. branches of foreign banks, of foreign branches of foreign banks, of U.S. agencies of foreign banks and wholly-owned banking subsidiaries of foreign banks;
- commercial paper rated, at the time of purchase, in the highest category of short-term debt ratings of any two nationally recognized statistical rating organizations ("NRSRO") such as Standard & Poor's Corporation ("S&P"), Moody's Investors Service, Inc. ("Moody's") and Fitch IBCA ("Fitch");

- corporate obligations having a remaining maturity of 397 calendar days or less, issued by corporations having outstanding comparable obligations that are (a) rated in the two highest categories of any two NRSROs or (b) rated no lower than the two highest long-term debt ratings categories by any NRSRO;
- U.S. Government obligations (as described below);
- high quality municipal securities; and
- repurchase agreements that are fully collateralized by U.S. Government obligations.

The **Wilmington U.S. Government Money Market Fund** invests at least 80% of its total assets in:

- U.S. Government obligations; and
- repurchase agreements that are fully collateralized by such obligations.

U.S. Government obligations are debt securities issued or guaranteed by the U.S. Government, its agencies or instrumentalities. U.S. Government obligations include securities issued by government-sponsored entities, such as the Federal Home Loan Mortgage Corporation and Federal National Mortgage Association, which are not issued, insured or guaranteed by the U.S. Treasury or the U.S. Government. Instruments issued by such government-sponsored entities are supported only by the credit of the issuing entity. If an issuer that is not insured or guaranteed by the U.S. Treasury or U.S. Government fails to meet its commitments, the Fund would not be able to assert a claim against the United States.

The **Wilmington Tax-Exempt Money Market Fund** invests in:

- high quality municipal obligations and municipal bonds;
- floating and variable rate obligations;
- participation interests;
- high quality tax-exempt commercial paper; and
- high quality short-term municipal notes.

The Tax-Exempt Money Market Fund has adopted a policy that, under normal circumstances, at least 80% of its annual income will be exempt from Federal income tax. Additionally, at least 80% of its annual income will not be a tax preference item for purposes of the Federal alternative minimum tax.

High quality securities include those that (1) are rated in one of the two highest short-term rating categories by two NRSROs (or by one NRSRO if only one NRSRO has issued a rating), or (2), if unrated, are issued by an issuer with comparable outstanding debt that is rated or are otherwise unrated and determined by the investment adviser to be of comparable quality.

Each Fund also may invest in other securities, use other strategies and engage in other investment practices, which are described in detail in the Funds' Statement of Additional Information ("SAI"), available on the Funds' website at *http://www.wilmingtonfunds.com.*

ADDITIONAL RISK INFORMATION

The following is a list of certain risks that may apply to your investment in a Fund. Further information about investment risks is available in the Funds' SAI:

- **Credit Risk:** The risk that the issuer of a security, or the counterparty to a contract, will default or otherwise become unable to honor a financial obligation.
- **Foreign Security Risk:** The risk of losses due to political, regulatory, economic, social or other uncontrollable forces in a foreign country.
- **Government Obligations Risk:** The risk that government-sponsored entities may default on a financial obligation, since their securities are not insured or guaranteed by the U.S. Treasury or the U.S. Government.
- **Interest Rate Risk:** The risk of market losses attributable to changes in interest rates. With fixed-rate securities, a rise in interest rates typically causes a fall in values, while a fall in rates typically causes a rise in values. The yield paid by a Fund will vary with changes in interest rates.
- **Market Risk:** The risk that the market value of a security may fluctuate, sometimes rapidly and unpredictably.
- **Prepayment Risk:** The risk that a debt security may be paid off and proceeds invested earlier than anticipated. Depending on market conditions, the new investments may or may not carry the same interest rate.

FINANCIAL HIGHLIGHTS

The financial highlights tables are intended to help you understand each Fund's financial performance for the past five years. Certain information reflects financial results for a single Institutional Share of a Fund. The total returns in the tables represent the rate that you would have earned (or lost) on an investment in Institutional Shares of a Fund (assuming reinvestment of all dividends and other distributions). Financial highlights have been audited by Ernst & Young LLP, whose report, along with each Fund's financial statements, is included in the Annual Report, which is available without charge on the Funds' website at *http://www.wilmingtonfunds.com* or by calling (800) 336-9970.

PRIME MONEY MARKET FUND — INSTITUTIONAL SHARES

	For the Fiscal Years Ended June 30				
	2007	*2006*	*2005*	*2004*	*2003*
Net Asset Value — Beginning of Year	**$ 1.00**	**$ 1.00**	**$ 1.00**	**$ 1.00**	**$ 1.00**
Investment Operations:					
Net investment income	0.05	0.04	0.02	0.01	0.01
Distributions:					
From net investment income	(0.05)	(0.04)	(0.02)	(0.01)	(0.01)
Net Asset Value — End of Year	**$ 1.00**	**$ 1.00**	**$ 1.00**	**$ 1.00**	**$ 1.00**
Total Return	**5.05%**	**3.82%**	**1.74%**	**0.58%**	**1.07%**
Ratios (to Average Net Assets)/ Supplemental Data:[1,2]					
Expenses	0.41%	0.51%	0.50%	0.53%	0.51%
Net investment income	4.94%	3.70%	1.65%	0.59%	1.10%
Net assets at the end of year (000 omitted)	$24,400	$11,986	$ 6,683	$14,105	$28,937

[1] Prior to June 23, 2006, the Institutional Shares were known as Investor Shares and were subject to a Rule 12b-1 distribution fee.

[2] For the periods prior to July 1, 2005, the Fund operated as a feeder fund in a master-feeder structure. The expense and net investment income ratios include expenses allocated from the master fund, WT Investment Trust I — Prime Money Market Series. Since July 1, 2005, the Fund no longer operates in a master-feeder structure.

U.S. GOVERNMENT MONEY MARKET FUND — INSTITUTIONAL SHARES

	For the Fiscal Years Ended June 30				
	2007	*2006*	*2005*	*2004*	*2003*
Net Asset Value — Beginning of Year	**$ 1.00**	**$ 1.00**	**$ 1.00**	**$ 1.00**	**$ 1.00**
Investment Operations:					
Net investment income	0.05	0.04	0.02	0.01	0.01
Distributions:					
From net investment income	(0.05)	(0.04)	(0.02)	(0.01)	(0.01)
Net Asset Value — End of Year	**$ 1.00**	**$ 1.00**	**$ 1.00**	**$ 1.00**	**$ 1.00**
Total Return	**4.92%**	**3.66%**	**1.63%**	**0.53%**	**0.95%**
Ratios (to Average Net Assets)/ Supplemental Data:[1,2]					
Expenses	0.49%	0.61%	0.59%	0.58%	0.57%
Net investment income	4.79%	3.58%	1.44%	0.53%	0.93%
Net assets at the end of year (000 omitted)	$ 333	$ 3,480	$ 3,939	$33,892	$34,252

[1] Prior to June 23, 2006, the Institutional Shares were known as Investor Shares and were subject to a Rule 12b-1 distribution fee.

[2] For the periods prior to July 1, 2005, the Fund operated as a feeder fund in a master-feeder structure. The expense and net investment income ratios include expenses allocated from the master fund, WT Investment Trust I — U.S. Government Series. Since July 1, 2005, the Fund no longer operates in a master-feeder structure.

TAX-EXEMPT MONEY MARKET FUND — INSTITUTIONAL SHARES

	For the Fiscal Years Ended June 30				
	2007	*2006*	*2005*	*2004*	*2003*
Net Asset Value — Beginning of Year	**$ 1.00**	**$ 1.00**	**$ 1.00**	**$ 1.00**	**$ 1.00**
Investment Operations:					
Net investment income	0.03	0.02	0.01	—[1]	0.01
Distributions:					
From net investment income	(0.03)	(0.02)	(0.01)	—[1]	(0.01)
Net Asset Value — End of Year	**$ 1.00**	**$ 1.00**	**$ 1.00**	**$ 1.00**	**$ 1.00**
Total Return	**3.14%**	**2.39%**	**1.16%**	**0.41%**	**0.73%**
Ratios (to Average Net Assets)/ Supplemental Data:[2,3]					
Expenses	0.52%	0.63%	0.64%	0.58%	0.57%
Net investment income	3.06%	2.30%	0.98%	0.42%	0.72%
Net assets at the end of year (000 omitted)	$ 793	$13,210	$13,084	$46,990	$23,382

[1] Less than $0.01 per share.
[2] Prior to June 23, 2006, the Institutional Shares were known as Investor Shares and were subject to a Rule 12b-1 distribution fee.
[3] For the periods prior to July 1, 2005, the Fund operated as a feeder fund in a master-feeder structure. The expense and net investment income ratios include expenses allocated from the master fund, WT Investment Trust I – Tax-Exempt Series. Since July 1, 2005, the Fund no longer operates in a master-feeder structure.

MANAGEMENT OF THE FUNDS

The Board of Trustees of WT Mutual Fund (the "Trust") supervises the management, activities and affairs of the Funds and has approved contracts with various organizations to provide, among other services, the day-to-day management required by a Fund and its shareholders.

INVESTMENT ADVISER

Rodney Square Management Corporation ("RSMC"), the Funds' investment adviser, is located at 1100 North Market Street, Wilmington, Delaware 19890. RSMC is a wholly owned subsidiary of Wilmington Trust Corporation, which is a publicly held financial services holding company. Wilmington Trust Investment Management, LLC ("WTIM"), 3455 Peachtree Road, Suite 2000, Atlanta, Georgia 30326, also a wholly owned subsidiary of Wilmington Trust Corporation and under common control with RSMC, provides certain investment services, information, advice, assistance and facilities and performs research, statistical and investment services pursuant to a sub-advisory agreement among the Trust, RSMC and WTIM. RSMC, subject to the general oversight of the Board of Trustees, has overall responsibility for directing the investments of each Fund in accordance with its investment objective, policies and limitations. RSMC provides its services exclusively to investment companies sponsored by it or its affiliates. As of September 30, 2007, RSMC had approximately $7.9 billion in assets under management.

For the fiscal year ended June 30, 2007, RSMC received the following advisory fees as a percentage of each Fund's average daily net assets:

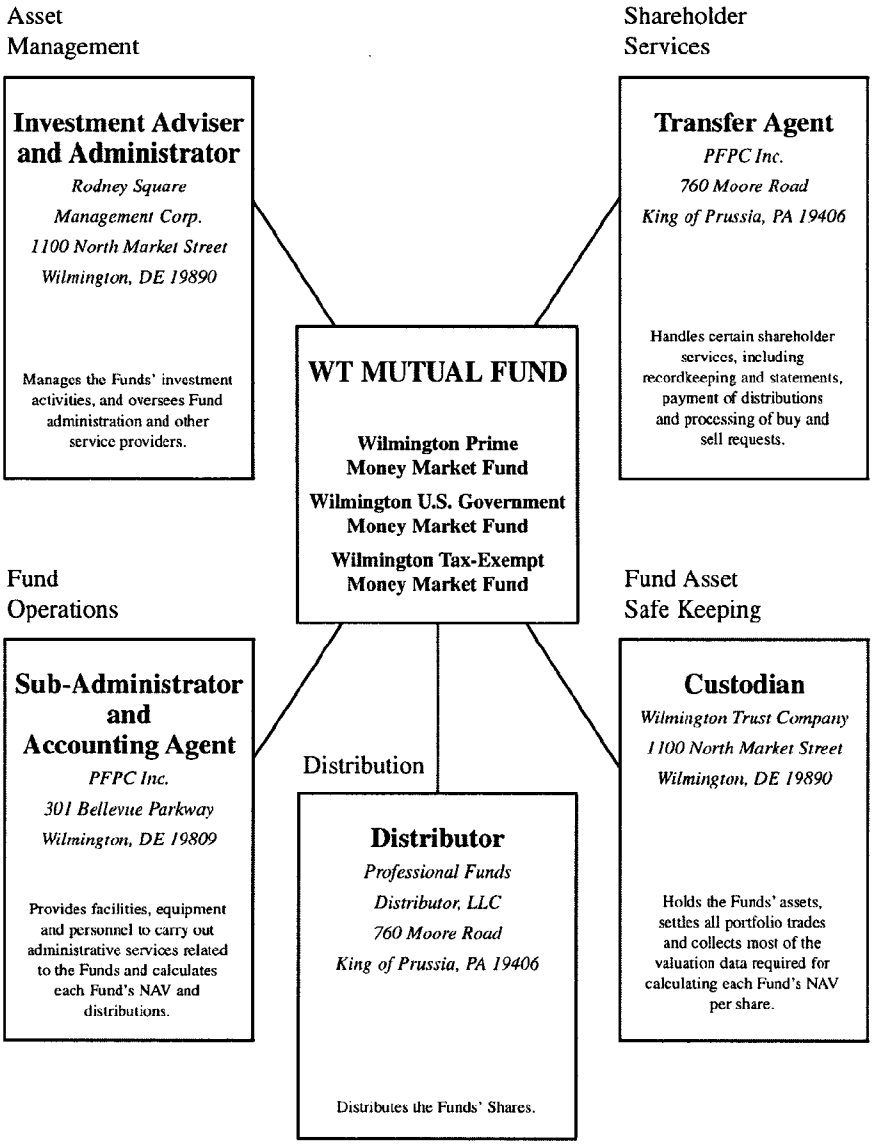
Prime Money Market Fund	0.32%
U.S. Government Money Market Fund	0.37%
Tax-Exempt Money Market Fund	0.37%

WTIM receives a sub-advisory fee from RSMC as agreed to from time to time with RSMC. Such fee paid to WTIM will not exceed the contractual amount of RSMC's fee.

A discussion of the basis for the Board of Trustees approval of the investment advisory and sub-advisory agreements for each of the Funds is included in the semi-annual report to shareholders for the period ended December 31.

SERVICE PROVIDERS

The chart below provides information on the primary service providers.



SHAREHOLDER INFORMATION

PRICING OF SHARES

The price of each Fund's shares is based on the Fund's net asset value ("NAV"). Each Fund uses its best effort to maintain its $1.00 constant share price and values its securities at amortized cost. This involves valuing a security initially at its cost and thereafter assuming a constant amortization to maturity of any discount or premium, regardless of fluctuating interest rates on the market value of the security. All cash, receivables and current payables are carried at their face value. Other assets, if any, are valued at fair value as determined in good faith by, or under the direction of, the Board of Trustees.

PFPC Inc. ("PFPC"), the Funds' sub-administrator and accounting agent, determines the NAV per share of the Tax-Exempt Money Market Fund as of 12:00 Noon Eastern time on each "business day" (i.e., a day that the New York Stock Exchange (the "Exchange") or the Federal Reserve Bank of Philadelphia and the transfer agent are open for business). PFPC determines the NAV per share of the Prime Money Market Fund and U.S. Government Money Market Fund as of 2:00 p.m. and 5:00 p.m. Eastern time on each business day. The NAV per share is calculated by adding the value of all securities and other assets in a Fund, deducting its liabilities and dividing the balance by the number of outstanding shares in that Fund. The price at which a purchase, redemption or exchange is effected is based on the next calculation of NAV after the order is received by an authorized financial institution or the transfer agent.

PURCHASE OF SHARES

Fund shares are offered on a continuous basis and are sold without any sales charges. The minimum initial investment in Institutional Shares of each Fund is $5,000,000. This minimum initial investment amount has been waived for shareholders of the Funds on June 23, 2006, trustees, directors, officers and employees of RSMC, the Trust, and Wilmington Trust and its affiliates, and their respective spouses, parents and children.

You may purchase shares if you are a client of Wilmington Trust through your trust or corporate cash management accounts. You may also purchase shares of a Fund through a financial intermediary which may charge additional fees and may require higher minimum investments or impose other limitations on buying and selling shares. "Financial intermediaries" include brokers, dealers, banks (including

bank trust departments), insurance companies, investment advisers, financial advisers, financial planners, retirement or 401(k) plan administrators, their designated intermediaries, and any other firm having a selling, administration or similar agreement. If you purchase shares through a financial intermediary, that party is responsible for promptly transmitting orders and may have an earlier cut-off time for purchase and redemption requests. Purchase and redemption orders placed through a financial intermediary will be deemed to have been received and accepted by the Fund when the financial intermediary accepts the order. Customer orders will be priced at the Fund's NAV next computed after they are accepted by an authorized intermediary or its authorized designee. A financial intermediary may also designate another intermediary to accept purchase and redemption orders on the Fund's behalf. Consult your investment representative for specific information.

Networking and Sub-Transfer Agency Fees: The Fund may directly enter into agreements with financial intermediaries pursuant to which the Fund will pay the financial intermediary for services such as networking or sub-transfer agency, including the maintenance of "street name" or omnibus accounts and related sub-accounting, record-keeping and administrative services provided to such accounts. Payments made pursuant to such agreements are generally based on either (1) a percentage of the average daily net assets of clients serviced by such financial intermediary, or (2) the number of accounts serviced by such financial intermediary. Any payments made pursuant to such agreements are in addition to, rather than in lieu of, Rule 12b-1 or shareholder service fees the financial intermediary may also receive. From time to time, RSMC or its affiliates may pay a portion of the fees for networking or sub-transfer agency at its or their own expense and out of its or their legitimate profits. These payments may be material to financial intermediaries relative to other compensation paid by the Funds and/or the Distributor, RSMC and their affiliates. The payments described above may differ depending on the Fund and may vary from amounts paid to the Trust's transfer agent for providing similar services to other accounts. The financial intermediaries are not audited by the Funds, RSMC or its service providers to determine whether such intermediary is providing the services for which they are receiving such payments.

In order for a financial intermediary to purchase shares of a Fund for an omnibus account, in nominee name or on behalf of another person, the Trust will enter into a shareholder information agreement with such financial intermediary or its agent. This agreement requires each financial intermediary to provide the Funds access, upon request, to information about underlying shareholder transaction activity in these accounts. If a shareholder information agreement has not been entered into by a financial intermediary, such financial intermediary will be prohibited from purchasing Fund shares for an omnibus account, in nominee name or on behalf of another person.

By Mail: You may purchase shares by sending a check drawn on a U.S. bank payable to Wilmington Money Market Funds, indicating the name and class of the Fund, along with a completed application (included at the end of this prospectus). If a subsequent investment is being made, the check should also indicate your Fund account number. When you make purchases by check, each Fund may withhold payment on redemptions until it is reasonably satisfied that the funds are collected (which can take up to 10 days). If you purchase shares with a check that does not clear, your purchase will be canceled and you will be responsible for any loss or fees incurred in that transaction. Send the check and application to:

Regular mail:	**Overnight mail:**
Wilmington Money Market Funds	Wilmington Money Market Funds
c/o PFPC Inc.	c/o PFPC Inc.
P.O. Box 9828	101 Sabin Street
Providence, RI 02940	Pawtucket, RI 02860-1427

By Wire: You may purchase shares by wiring federal funds. Please call PFPC at (800) 336-9970 for instructions and to make specific arrangements before making a purchase by wire, and if making an initial purchase, to also obtain an account number.

Additional Information Regarding Purchases: For the Tax-Exempt Money Market Fund orders placed and payments which are received in or converted into federal funds by 12:00 Noon Eastern time will be accepted at the price determined at 12:00 Noon Eastern time. Your shares will begin to accrue dividends on that business day. If your order is placed and payments are received in or converted into federal funds for your account after 12:00 Noon Eastern time your shares will begin to accrue dividends on the following business day.

For both the Prime Money Market Fund and the U.S. Government Money Market Fund orders placed and payments which are received in or converted into federal funds by 2:00 p.m. Eastern time will be accepted at the price determined at 2:00 p.m. Eastern time. Orders placed and payments which are received or converted into federal funds after 2:00 p.m. and up to 5:00 p.m. will be accepted at the price determined at 5:00 p.m. In each case, shares purchased on or before 5:00 p.m. will receive the dividend declared on that business day. If your order is placed and payments are received in or converted into federal funds after 5:00 p.m. your shares will begin to accrue dividends on the following business day. Any purchase order may be rejected if a Fund determines that accepting the order would not be in the best interest of the Fund or its shareholders. It is the responsibility of Wilmington Trust or the financial intermediary to transmit orders for the purchase of shares by its customers to the transfer agent and to deliver required funds on a timely basis, in accordance with the procedures stated above.

REDEMPTION OF SHARES

You may sell your shares on any business day, as described below. Redemptions are effected at the NAV next determined after the transfer agent has received your redemption request. There is no fee when Fund shares are redeemed. It is the responsibility of Wilmington Trust or the financial intermediary to transmit redemption orders and credit their customers' accounts with redemption proceeds on a timely basis. Redemption checks are normally mailed on the next business day following receipt by the transfer agent of redemption instructions. Transmission of wires for redemption proceeds and eligibility with respect to dividends declared on the day of redemption are as follows (all times are Eastern time):

WILMINGTON TAX-EXEMPT MONEY MARKET FUND

	Receipt of Redemption Request by Fund	
	On or Before 12:00 Noon	*After 12:00 Noon*
On What Day Will My Redemption Proceeds Normally Be Wired to My Account?	Same Business Day	Next Business Day
Will I Be Eligible to Receive the Day's Dividend?	No	Yes

WILMINGTON PRIME MONEY MARKET FUND AND WILMINGTON U.S. GOVERNMENT MONEY MARKET FUND

	Receipt of Redemption Request by Fund		
	On or Before 2:00 P.M.	*After 2:00 P.M. and Up to 5:00 P.M.*	*After 5:00 P.M.*
On What Day Will My Redemption Proceeds Normally Be Wired to My Account?	Same Business Day	Next Business Day	Next Business Day
Will I Be Eligible to Receive the Day's Dividend?	No	No	Yes

If you purchased your shares through an account at Wilmington Trust or through a financial intermediary, you should contact Wilmington Trust or the financial intermediary for information relating to redemptions. The Fund's name and your account number should accompany any redemption requests.

By Mail: If you redeem your shares by mail, you must submit written instructions accompanied with a medallion signature guarantee by a guarantor institution that is acceptable to the transfer agent, such as a domestic bank or trust company, broker, dealer, clearing agency or savings association, participating in a recognized signature guarantee program such as the Securities Transfer Agents Medallion Program (STAMP), Stock Exchanges Medallion Program (SEMP) and New York Stock Exchange, Inc. Medallion Signature Program (MSP). Signature guarantees that are not part of these programs will not be accepted.

Your written instructions must include the Fund name, your account number, your printed name, and your signature. You should mail your written instructions with a medallion signature guarantee to:

Regular mail:	**Overnight mail:**
Wilmington Money Market Funds c/o PFPC Inc. P.O. Box 9828 Providence, RI 02940	Wilmington Money Market Funds c/o PFPC Inc. 101 Sabin Street Pawtucket, RI 02860-1427

By Telephone: If you prefer to redeem your shares by telephone you may elect to do so. However there are risks. The Funds have implemented certain safeguards and procedures to confirm the identity of callers and to confirm that the instructions communicated are genuine. If such procedures are followed, you will bear the risk of any loss.

By Check: You may use the checkwriting option to redeem Fund shares by drawing a check for $500 or more against a Fund account. When the check is presented for payment, a sufficient number of shares will be redeemed from your account to cover the amount of the check. This procedure enables you to continue receiving dividends on those shares until the check is presented for payment. Because the aggregate amount of Fund shares owned is likely to change each day, you should not attempt to redeem all shares held in your account by using the checkwriting procedure. Charges will be imposed for specially imprinted checks, business checks, copies of canceled checks, stop payment orders, checks returned due to "nonsufficient funds" and other returned checks. These charges will be paid by automatically redeeming an appropriate number of Fund shares. Each Fund and the transfer agent reserve the right to terminate or alter the checkwriting service at any time. The transfer agent also reserves the right to impose a service charge in connection with the checkwriting service. If you are interested in the checkwriting service, contact the transfer agent for further information. This service is generally not available for clients of Wilmington Trust through their trust or corporate cash management accounts, since it is already provided for these customers through Wilmington Trust. The service may also not be available for financial intermediary clients who are provided a similar service by those organizations.

Additional Information Regarding Redemptions: The processing of redemptions and the delivery of the proceeds may be delayed beyond the same or next business day. Among the reasons for this are days when the Exchange may be closed, when an emergency exists that makes it difficult to execute portfolio transactions or by the order of the Securities and Exchange Commission for the protection of Fund shareholders. Other events could cause a delay as well.

Redemption proceeds may be wired to your predesignated bank account in any commercial bank in the United States if the amount is $1,000 or more. The receiving bank may charge a fee for this service. For amounts exceeding $10,000, proceeds may be mailed to your bank.

In order to authorize the transfer agent to mail redemption proceeds to your Fund account address of record, complete the appropriate section of the Application for Telephone Redemption Option or include your Fund account address of record when you submit written instructions. You may change the account that you have designated to receive amounts redeemed at any time. Any request to change the account designated to receive redemption proceeds should be accompanied by a guarantee of your signature by an eligible institution. A signature and a medallion signature guarantee are required for each person in whose name the account is registered. Further documentation will be required to change the designated account when a corporation, other organization, trust, fiduciary or other institutional investor holds the Fund shares.

If the shares to be redeemed represent a recent investment made by a check, each Fund reserves the right not to send the redemption proceeds until it believes that the check has been collected (which could take up to 10 days).

Small Accounts: If the value of your Fund account falls below $2,500,000, the Fund may ask you to increase your balance. If after 60 days the account value is still below $2,500,000, your account may be closed and the proceeds sent to you. The Fund will not close your account if it falls below $2,500,000 solely as a result of a reduction in your account's market value. The minimum account balance requirement may be waived for trustees, directors, officers and employees of RSMC, the Trust, and Wilmington Trust and its affiliates, and their respective spouses, parents and children.

FREQUENT PURCHASES AND REDEMPTIONS

Money market funds such as the Funds generally are used by investors for short-term investments, often in place of bank checking or savings accounts or for cash management purposes. Investors value the ability to add and withdraw their funds quickly, without restriction. For this reason, although the Trust discourages excessive

trading and other abusive trading practices, it has not adopted policies and procedures, or imposed redemption fees or other restrictions such as minimum holding periods, to deter frequent purchases and redemptions of the Funds' shares. The Trust also believes that money market funds, such as the Funds, are not targets of abusive trading practices, because money market funds seek to maintain a $1.00 per share price and typically do not fluctuate in value based on market prices. However, frequent purchases and redemptions of the Funds' shares could increase the Funds' transaction costs, such as market spreads and custodial fees, and may interfere with the efficient management of the Funds, which could detract from their performance. Accordingly, the Funds reserve the right to refuse any purchase or exchange request. Other Wilmington Funds that are not money market mutual funds have adopted policies and procedures that are intended to discourage and prevent abusive trading practices in those mutual funds which may apply to exchanges from or into the Funds. If you plan to exchange your Fund shares for shares of another Wilmington Fund, please read the prospectus of that other fund for more information. Prospectuses for the other Wilmington Funds may be obtained, free of charge, on the Funds' website at *http://www.wilmingtonfunds.com* or by calling (800) 336-9970.

EXCHANGE OF SHARES

You may exchange all or a portion of your shares in a Fund for Institutional Shares of the following funds ("Wilmington Funds"):

Wilmington Aggressive Asset Allocation Fund
Wilmington Moderate Asset Allocation Fund
Wilmington Conservative Asset Allocation Fund
Wilmington ETF Allocation Fund
Wilmington Prime Money Market Fund
Wilmington U.S. Government Money Market Fund
Wilmington Tax-Exempt Money Market Fund
Wilmington Short/Intermediate-Term Bond Fund
Wilmington Broad Market Bond Fund
Wilmington Municipal Bond Fund
Wilmington Large-Cap Core Fund
Wilmington Large-Cap Value Fund
Wilmington Large-Cap Growth Fund
Wilmington Small-Cap Core Fund
Wilmington Small Cap Value Fund
Wilmington Small Cap Growth Fund
Wilmington Multi-Manager Large-Cap Fund
Wilmington Multi-Manager Small-Cap Fund
Wilmington Multi-Manager International Fund

Wilmington Multi-Manager Real Asset Fund
Wilmington Fundamentally Weighted Large Company Fund
Wilmington Fundamentally Weighted Small Company Fund

Redemption of shares through an exchange will be effected at the NAV per share next determined after the transfer agent receives your request. A purchase of shares through an exchange will be effected at the NAV per share determined at that time or as next determined thereafter.

Exchange transactions will be subject to the minimum initial investment and other requirements of the Wilmington Fund into which the exchange is made. Unless a waiver of the minimum account balance has been granted, an exchange may not be made if the exchange would leave a balance of less than $500 in a shareholder's account.

Prospectuses of the other Wilmington Funds may be obtained, free of charge, on the Funds' website at *http://www.wilmingtonfunds.com* or by calling (800) 336-9970. To obtain more information about exchanges, or to place exchange orders, contact the transfer agent, or, if your shares are held in a trust account with Wilmington Trust or in an account with a financial intermediary, contact Wilmington Trust or the financial intermediary. The Wilmington Funds may terminate or modify the exchange offer described here and will give you 60 days notice of such termination or modification.

DISTRIBUTIONS

Distributions from the net investment income of each Fund are declared daily as a dividend and paid monthly to you. Any net capital gain realized by a Fund will be distributed annually.

All distributions are reinvested in additional shares, unless you elect to receive the distributions in cash. Shares become entitled to receive distributions on the day after the shares are issued.

TAXES

As long as a Fund meets the requirements for being a "regulated investment company," it pays no Federal income tax on the earnings and gains it distributes to shareholders. The Funds' distributions of net investment income (which include net short-term capital gains), whether received in cash or reinvested in additional Fund shares, are generally taxable to you as ordinary income. Each Fund will notify you following the end of the calendar year of the amount of dividends paid that year.

You will not recognize any gain or loss on the sale (redemption) or exchange of shares of a Fund so long as that Fund maintains a stable price of $1.00 a share. Dividend distributions by the Tax-Exempt Money Market Fund of the excess of its interest income on tax-exempt securities over certain amounts disallowed as deductions ("exempt-interest dividends") may be treated by you as interest excludable from your gross income. The Tax-Exempt Money Market Fund intends to distribute income that is exempt from Federal income tax, though it may invest a portion of its assets in securities that generate taxable income. Income exempt from Federal income tax may be subject to state and local income tax. Additionally, any capital gains distributed by the Tax-Exempt Money Market Fund may be taxable.

State and Local Income Taxes: You should consult your tax adviser concerning state and local taxes, which may have different consequences from those of the Federal income tax law.

This section is only a summary of some important income tax considerations that may affect your investment in a Fund. More information regarding those considerations appears in our SAI. You are urged to consult your tax adviser regarding the effects of an investment on your tax situation.

DISTRIBUTION ARRANGEMENTS

Professional Funds Distributor, LLC manages the Funds' distribution efforts and provides assistance and expertise in developing marketing plans and materials, enters into dealer agreements with broker-dealers to sell shares and provides shareholder support services, directly or through affiliates. The Funds do not charge any sales loads, deferred sales loads or other fees in connection with the purchase of shares.

SHARE CLASSES

The Funds issue Institutional and W Shares. The Prime Money Market Fund and the U.S. Government Money Market Fund also issue Service Shares. Each class of shares bears a pro-rata portion of the Fund's common expenses in addition to expenses directly attributable to that class. Institutional Shares are offered to retirement plans and other institutional investors. Service Shares are offered to investors who use a financial intermediary to process transactions and pay a Rule 12b-1 distribution fee and a shareholder service fee. Any investor may purchase W Shares which are subject to a shareholder service fee.

FOR MORE INFORMATION

FOR INVESTORS WHO WANT MORE INFORMATION ON THE FUNDS, THE FOLLOWING DOCUMENTS ARE AVAILABLE FREE UPON REQUEST:

Annual/Semi-Annual Reports: Additional information about the Funds' investments is available in the Funds' annual and semi-annual reports to shareholders. These reports contain performance data and information on the Funds' portfolio holdings and operating results for the most recently completed fiscal year or half-year. The annual report will also include a discussion of the market conditions and investment strategies that significantly affected each Fund's performance during its last fiscal year.

Statement of Additional Information (SAI): The SAI provides additional technical and legal descriptions of a Fund's policies, investment restrictions, risks, and business structure, including a description of the Funds' policies and procedures with respect to the disclosure of the Funds' securities holdings. The information in the SAI is incorporated into this prospectus by this reference.

Copies of these documents and answers to questions about the Funds may be obtained without charge by contacting:

WT Mutual Fund
c/o PFPC Inc.
101 Sabin Street
Pawtucket, RI 02860-1427
(800) 336-9970
9:00 a.m. to 5:00 p.m., Eastern time

The Funds' SAI, annual and semi-reports are accessible, free of charge, on the Funds' website at *http://www.wilmingtonfunds.com*. Reports and information about the Funds (including the SAI and annual and semi-annual reports) also may be viewed or downloaded, free of charge, from the EDGAR database on the SEC's website at *http://www.sec.gov*. Such information can also be reviewed and copied at the Public Reference Room of the Securities and Exchange Commission in Washington, D.C. Copies of this information may be obtained, upon payment of a duplicating fee, by electronic request at the following e-mail address: *publicinfo@sec.gov*, or by writing the Public Reference Room of the SEC, Washington, D.C., 20549-0102. Information on the operation of the Public Reference Room may be obtained by calling the SEC at (202) 942-8090.

FOR MORE INFORMATION ON OPENING A NEW ACCOUNT, MAKING CHANGES TO EXISTING ACCOUNTS, PURCHASING, EXCHANGING OR REDEEMING SHARES, OR OTHER INVESTOR SERVICES, PLEASE CALL (800) 336-9970.

The investment company registration number is 811-08648.

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WILMINGTON
FUNDS
Money Market Funds

11/07

INSTITUTIONAL SHARES

APPLICATION & NEW ACCOUNT REGISTRATION

INSTRUCTIONS:
FOR WIRING INSTRUCTIONS OR
FOR ASSISTANCE IN COMPLETING
THIS FORM CALL (800) 336-9970

RETURN THIS COMPLETED FORM TO:
WILMINGTON MONEY MARKET
FUNDS — INSTITUTIONAL SHARES
C/O PFPC Inc.
P.O. Box 9828
PROVIDENCE, RI 02940

FUND SELECTION ($5,000,000 MINIMUM)

☐ WILMINGTON PRIME MONEY MARKET FUND-(FSR 1) $ _____

☐ WILMINGTON U.S. GOVERNMENT MONEY MARKET FUND-(FSR 2) $ _____

☐ WILMINGTON TAX-EXEMPT MONEY MARKET FUND-(FSR 3) $ _____

TOTAL AMOUNT TO BE INVESTED $ _____

_____ By check. (Make payable to the applicable Fund.)

_____ By wire. Call 1-800-336-9970 for Instructions.

Bank from which funds will be wired _____ wire date _____

ACCOUNT REGISTRATION

1. Individual _____ ___ _____ _____
First Name MI Last Name Date of Birth*

_____
1st Owner's Social Security Number*

2. Joint Tenancy _____ ___ _____ _____
First Name MI Last Name Date of Birth*
("Joint Tenants with Rights of Survivorship" unless otherwise Specified)

_____
Joint Owner's Social Security Number*

3. Gifts to Minors _____ _____ under the _____ Uniform Gifts/ Transfers to Minors Act
Minor's Name Minor's Date of Birth* State

_____
Minor's Social Security Number*

4. Other Registration _____ _____
Customer Date of Birth Customer Tax ID No.*

5. If Trust, Date of Trust Instrument: _____

As joint tenants use Lines 1 and 2; as custodian for a minor, use Lines 1 and 3.
In the name of a corporation, trust or other organization or any fiduciary capacity, use Line 4.

* Customer Tax Identification No.: (a) for an individual, joint tenants, or a custodial account under the Uniform Gifts/Transfers to Minors Act, supply the Social Security number of all of the registered account owners; (b) for a trust, a corporation, a partnership, an organization, a fiduciary, etc., supply the Employer Identification number of the legal entity or organization that will report income and/or gains.

ADDRESS OF RECORD Must be a street address. If a post office box is preferred, please provide a mailing address on an additional sheet of paper.

Street

City State Zip Code

DISTRIBUTION OPTIONS — If these boxes are not checked, all distributions will be invested in additional shares.

	Pay Cash for: Income Dividends	Other
WILMINGTON PRIME MONEY MARKET FUND	☐	☐
WILMINGTON U.S. GOVERNMENT MONEY MARKET FUND	☐	☐
WILMINGTON TAX-EXEMPT MONEY MARKET FUND	☐	☐

CERTIFICATIONS AND SIGNATURE(S) — Please sign exactly as registered under "Account Registration."

I have received and read the Prospectus for the Wilmington Money Market Funds and agree to its terms; I am of legal age. I understand that the shares offered by this Prospectus are not deposits of, or guaranteed by, Wilmington Trust Company, or any other bank, nor are the shares insured by the Federal Deposit Insurance Corporation, the Federal Reserve Board or any other agency. I further understand that investment in these shares involves investment risks, including possible loss of principal. If a corporate customer, I certify that appropriate corporate resolutions authorizing investment in the Wilmington Money Market Funds have been duly adopted.

I hereby represent that I am not and am not acting on behalf of: (1) a foreign financial institution or foreign intermediary, (2) a non-U.S. person, or (3) a foreign political official;

OR CHECK BOX

☐ I am making this investment for or on behalf of one or more non-U.S. persons or entities.

Under the Interest and Dividend Tax Compliance Act of 1983, the Funds are required to have the following certification:
Under penalties of perjury, I certify that:

(1) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
(2) I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
(3) I am a U.S. person (Including a U.S. resident alien).

Note: You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Signature _____ Date _____

Signature _____ Date _____
Joint Owner/Trustee

What date is Ted signing this?

Check one: ☐ Owner ☐ Trustee ☐ Custodian ☐ Other _____

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

WILMINGTON
FUNDS
Money Market Funds

11/07

INSTITUTIONAL SHARES

APPLICATION for TELEPHONE REDEMPTION OPTION

Telephone redemption permits redemption of Fund shares by telephone, with proceeds directed only to the Fund account address of record or to the bank account designated below. For investments by check, telephone redemption is available only after these shares have been on the Fund's books for 10 days.

This form is to be used to add or change the telephone redemption option on your account(s).

ACCOUNT INFORMATION

Fund Name(s): _____

Fund Account Number(s): _____
(Please provide if you are a current account holder:)

Registered in the Name(s) of: _____

_____

_____

Registered Address: _____

_____

Note: If this form is not submitted together with the application, a corporate resolution must be included for accounts registered to other than an individual, a fiduciary or partnership.

REDEMPTION INSTRUCTIONS

☐ Add ☐ Change

Check one or more:

☐ Mail proceeds to my Fund account address of record (must be $10,000 or less and address must be established for a minimum of 60 days)

☐ Mail proceeds to my bank

☐ Wire proceeds to my bank (minimum $1,000)

☐ All of the above

Telephone redemption by wire can be used only with financial institutions that are participants in the Federal Reserve Bank Wire System. If the financial institution you designate is not a Federal Reserve participant, telephone redemption proceeds will be mailed to the named financial institution. In either case, it may take a day or two, upon receipt for your financial institution to credit your bank account with the proceeds, depending on its internal crediting procedures.

BANK INFORMATION

Please complete the following information only if proceeds mailed/wired to your bank was selected. **A voided bank check must be attached to this application.**

Name of Bank _____

Bank Routing Transit # _____

Bank Address _____

City/State/Zip _____

Bank Account Number _____

Name(s) on Bank Account _____

AUTHORIZATIONS

By electing the telephone redemption option, I appoint the transfer agent my agent to redeem shares of any designated fund when so instructed by telephone. This power will continue if I am disabled or incapacitated. I understand that a request for telephone redemption may be made by anyone, but the proceeds will be sent only to the account address of record or to the bank listed above. Proceeds in excess of $10,000 will only be sent to my predesignated bank. By signing below, I agree on behalf of myself, my assigns, and successors, not to hold the transfer agent and any of its affiliates, or any Fund responsible for acting under the powers I have given the transfer agent. I also agree that all account and registration information I have given will remain the same unless I instruct the transfer agent otherwise in a written form, including a signature guarantee. If I want to terminate this agreement, I will give the transfer agent at least ten days notice in writing. If the transfer agent or the Fund wants to terminate this agreement, they will give me at least ten days notice in writing.

All owners on the account must sign below and obtain signature guarantee(s).

_____ _____

Signature of Individual Owner | Signature of Joint Owner (if any)

_____

Signature of Corporate Officer, Trustee or other — please include your title

You must have a signature(s) guaranteed by an eligible institution acceptable to the Fund's transfer agent, such as a bank or trust company, broker/dealer, clearing agency or savings association who are participants in a medallion program recognized by the Securities Transfer Association. A Notary Public is not an acceptable guarantor. For more information on signature guarantees, see "Redemption of Shares" in the prospectus.

SIGNATURE GUARANTEE(S) (stamp)

TRUSTEES	OFFICERS
Nicholas A. Giordano Chairman of the Board	Neil Wolfson President & Chief Executive Officer
Robert H. Arnold	John J. Kelley Vice President & Chief Financial Officer
Dr. Eric Brucker	Charles D. Curtis Vice President & Treasurer
Ted T. Cecala	Edward W. Diffin Jr. Vice President & Secretary
Robert J. Christian	Anna M. Bencrowsky Chief Compliance Officer
Louis Klein Jr.	Joseph M. Fahey Jr. Vice President
John J. Quindlen	Clayton M. Albright Vice President
Mark A. Sargent	

CUSTODIAN

Wilmington Trust Company

1100 North Market Street, Wilmington, DE 19890

INVESTMENT ADVISER AND ADMINISTRATOR

Rodney Square Management Corporation

1100 North Market Street, Wilmington, DE 19890

SUB-ADMINISTRATOR, TRANSFER AGENT, AND ACCOUNTING AGENT

PFPC Inc.

301 Bellevue Parkway, Wilmington, DE 19809

WILMINGTON FUNDS

MONEY_Inst_Pros_11/07

Robert Spallina

From: Robert Spallina
Sent: Tuesday, April 29, 2008 9:08 AM
To: 'Wolken, Jeffrey'
Cc: Donald R. Tescher; Fritz, David S.
Subject: RE: Bernstein Family - document review/due diligence request

Jeff - the likelihood of the revocable trust not being in existence is remote, but your point is well taken. We will modify the language accordingly and move forward with the due dilligence you will need to open accounts.

Best regards,

Robert

Pursuant to the provisions of Internal Revenue Service Circular 230 that apply to written advice provided by Federal tax practitioners, please be advised (a) that if any advice herein relating to a Federal tax issue would, but for this disclaimer, constitute a "reliance opinion" within the meaning of Circular 230, such advice is not intended or written to be used, and cannot be used by the affected taxpayer, for the purpose of avoiding penalties that may be imposed on the taxpayer, and (b) any written statement contained herein relating to any Federal tax issue may not be used by any person to support the promotion or marketing of, or to recommend, any Federal tax transaction(s) or matter(s) addressed herein. We would be happy to discuss the effect of this disclaimer, and alternatives to this disclaimer, with you if desired.

Robert L. Spallina, Esq.
TESCHER & SPALLINA, P.A.
2101 Corporate Blvd., Suite 107
Boca Raton, Florida 33431
Telephone: 561-998-7847
Facsimile: 561-998-2642
E-mail: rspallina@tescherlaw.com

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From: Wolken, Jeffrey [mailto:JWolken@WilmingtonTrust.com]
Sent: Monday, April 28, 2008 2:00 PM
To: Robert Spallina
Cc: Donald R. Tescher; Fritz, David S.
Subject: RE: Bernstein Family - document review/due diligence request

Good Afternoon:

I completed our review of the draft trust agreement and have only one item that I would like to raise with you. At the end of Section 1, paragraph B, the remaining property is distributed to the Personal Representative of the Trustor's estate if the designated trust is not then in existence. The question I have is whether pouring the assets back into the probate estate would potentially subject them to claims that arose during life which a creditor presented to the estate upon death?

A lifetime creditor who could not access the assets in the Irrevocable Trust could wait for the

trustor's death and present the claim to the personal representative. If these assets pass back to the PR, they could become subject to this claim where they were shielded during life. Consequently, you may consider having the default be individually designated beneficiaries or classes of beneficiaries, or another standby trust to avoid the possibility that the assets could become subject to claims by passing through the estate.

Other than this question/issue, we do not have any other comments related to the draft trust and we would be able to administer this trust.

In an earlier message, I mentioned that we have an account opening process that requires us to complete a due diligence process in order to comply with various banking and trust laws/regulations such as the Patriot Act, etc. For this purpose, we require the following information/documentation (I apologize if you have already received this request. I just wanted to keep things moving in case you do not already have this information):

A. For the settlor and the settlor's wife (who are each permissible current beneficiaries) and the person given the power to replace trustees, William Stansbury, we will need the following information in order to process mandatory background checks:

Full name
HOME mailing address
HOME telephone number
Social Security number
Date of Birth
Driver's license or passport number with expiration date and state/office of issuance
Citizenship

B. I attach a copy of a pre-printed form document titled "Trusteeship Disclosures and Waivers Form". This document is a combination of our privacy policy and other mandatory disclosures we are required to make to new clients prior to creating a trust account on their behalf. The settlor would review this document and mark any appropriate elections on pages 4-5 (these elections relate to sharing of information, selection of money market sweep vehicle for any cash held in the account, etc.). Finally, the settlor would sign the form on the top left line of page 5 as the Trustor of his trust.

C. We will need to receive a signed W-9 from each adult who is a potential recipient of distributions from the trust (Simon and Shirley). Both of these potential beneficiaries should fill in their own form with his/her personal information and Social Security number and then sign it to verify that the information is correct.

D. Since the trust is structured as an asset protection trust, we will require that the settlor provides us with a signed solvency letter in a format similar to the attached form letter. The purpose of the letter is to confirm the facts surrounding the funding of the trust in order to support the fact that the funding is not a fraudulent conveyance.

E. Finally, we will need Mr. Stansbury, who is named as an advisor to the trust, to accept his appointment under the trust agreement. In addition, the trust agreement requires that Mr. Bernstein must accept in writing his appointment as the Investment Advisor. Attached are form acceptance letters.

Please do not hesitate in contacting me if you have any questions regarding this information or our trust acceptance process. Please forward the requested information/documentation as it becomes available so that we can process it and contact you if any follow-up is necessary.

4/29/2008

Regards,
Jeff

Jeffrey C. Wolken
Vice President
Wilmington Trust Company
Rodney Square North
1100 North Market Street
Wilmington, DE 19890
Phone: 302-651-8192
Fax: 302-427-4624
email: jwolken@wilmingtontrust.com

From: Robert Spallina [mailto:RSpallina@tescherlaw.com]
Sent: Friday, April 25, 2008 10:16 AM
To: Wolken, Jeffrey
Cc: Fritz, David S.; Donald R. Tescher
Subject: RE: Bernstein Family

Dear Jeff - attached is a draft of the DAPT we propose establishing for our client. We have limited its duration to the client's lifetime, and have provided for a pour-over of its assets to the client's estate (rev trust) at death. As discussed, the trust will likely hold only one asset, a limited partnership interest. Please review and contact us to discuss at your earliest convenience. We are looking to finalize matters for the client and his son, who would also have a similar trust. Thanks for your help.

Best regards,

Robert

Pursuant to the provisions of Internal Revenue Service Circular 230 that apply to written advice provided by Federal tax practitioners, please be advised (a) that if any advice herein relating to a Federal tax issue would, but for this disclaimer, constitute a "reliance opinion" within the meaning of Circular 230, such advice is not intended or written to be used, and cannot be used by the affected taxpayer, for the purpose of avoiding penalties that may be imposed on the taxpayer, and (b) any written statement contained herein relating to any Federal tax issue may not be used by any person to support the promotion or marketing of, or to recommend, any Federal tax transaction(s) or matter(s) addressed herein. We would be happy to discuss the effect of this disclaimer, and alternatives to this disclaimer, with you if desired.

Robert L. Spallina, Esq.
TESCHER & SPALLINA, P.A.
2101 Corporate Blvd., Suite 107
Boca Raton, Florida 33431
Telephone: 561-998-7847
Facsimile: 561-998-2642
E-mail: rspallina@tescherlaw.com

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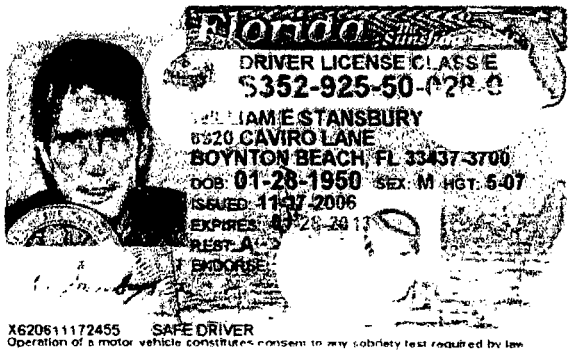
Florida
DRIVER LICENSE CLASS E
S352-925-50-[illegible]
[illegible]LIAM E STANSBURY
6520 CAVIRO LANE
BOYNTON BEACH, FL 33437-3700
DOB 01-28-1950 SEX M HGT 5-07
ISSUED 11-07-2006
EXPIRES [illegible]-28-2011
REST A-9
ENDORS
X620611172455 SAFE DRIVER
Operation of a motor vehicle constitutes consent to any sobriety test required by law

Solvency Letter

_____, 200_

Attention:

Re:

Ladies and Gentlemen:

This letter is written to you in connection with my creation of the above-captioned trust (the "Trust"), which I will create after delivery of this letter.

I am aware that under certain circumstances assets held in the Trust may not be reached by my personal creditors. I have been advised by you that a personal creditor of mine could reach assets held in the Trust if the creditor could prove that my transfer of assets to the Trust was a fraudulent transfer.* I also understand that no assurance can be given that the law of Delaware would apply to the determination as to whether a transfer of assets to the Trust is a fraudulent transfer. Accordingly, I have, to the extent I deem advisable, consulted with counsel in Delaware and in other states including my state of residence, regarding the laws pertaining to fraudulent transfers in those states. You have not advised me in any manner with respect to the fraudulent transfer laws, or law of similar import, in any state.

I have no intent to hinder, delay or defraud any creditor of mine in connection with the transfer of assets to the Trust or otherwise.

I am not now engaged in, nor do I have any intent or plan to engage in, any business or transaction for which my assets remaining after the completion of my intended transfer of assets to the Trust would be unreasonably small in relation to the business or transaction.

* Under Delaware law, a transfer is fraudulent if (i) made by the debtor with actual intent to hinder, delay or defraud a creditor, (ii) the debtor engages in a business or transaction for which his assets remaining thereafter are unreasonably small in relation to the business or transaction, or (iii) the debtor intended or should have known that he would incur debts beyond his ability to pay when due. See 6 Del. C. § 1304(a). The fraudulent transfer laws of other states may be more or less restrictive.

I do not intend to incur, nor do I have any belief or reason to believe that I will incur, debts beyond my ability to pay when due.

I am not presently involved in, nor am I aware of, any pending or threatened litigation in which any person is directly or indirectly seeking damages against me [, except for those matters or court actions identified in Exhibit "A"]. I am not involved in any administrative proceeding under the jurisdiction of a federal, state or municipal government as of this date [, except as set forth in Exhibit "A"].

Upon the completion of my intended transfer of assets to the Trust, I will not have made a transfer to the Trust of substantially all of my assets.

[Except as described in Exhibit "B" attached hereto, to] OR [To] the best of my knowledge, I am not liable for, or indebted to, any person who suffered death, personal injury or property damage on or before the date upon which I create and fund the Trust, whose death, personal injury or property damage may be determined at any time to have been caused in whole or in part either by my act or omission or by the act or omission of another person for whom I am vicariously liable.

[Except as described in Exhibit "C" attached hereto,] I am not presently in arrears on account of any agreement or court order for the payment of support or alimony in favor of my spouse, my former spouse or my children, nor have I failed to comply with any agreement or court order providing for the division of property in favor of my spouse or former spouse.

I have no intent to abscond.

No part of my intent in creating the Trust is to conceal assets.

I am not currently insolvent, nor have I incurred debts I am unable to pay when due. I do not currently contemplate filing for relief under the provisions of the U.S. Bankruptcy Code, nor am I involved in any situation that I reasonably anticipate would cause me to file for relief thereunder in the future.

Following the completion of my intended transfer of assets to the Trust, I will remain solvent and the value of my assets will substantially exceed my debts. To the best of my knowledge, I will remain able to pay my debts as they come due.

When I state that my assets will exceed my debts, I am referring to all of my property that is not encumbered by a valid lien except to the extent it is generally exempt under nonbankruptcy law, and except for property held in tenancies by the entirety when it is not subject to process by a creditor holding a claim against only one tenant.

I am not about to incur substantial debt, nor have I already incurred a substantial debt in relation to the value of my assets.

I have full right, title and authority to make the intended transfer of assets to the Trust. None of the assets that I intend to transfer to the Trust have been pledged or otherwise promised in satisfaction of any debt nor are any of those assets subject to any lien, encumbrance, or security interest of any type.

The assets intended to be transferred to the Trust were not derived from unlawful activities.

Whenever in this letter I refer to my "creditors" or my "debts," I mean to include both my direct creditors and direct debts and those creditors to whom, and those debts for which, I am, or may be, jointly and severally liable or indirectly liable such as, for example, those creditors to whom, and debts for which, I am, or may be, liable on account of my status as a general partner in a partnership or guarantor of the debt of another.

I intend that each person now or hereafter serving as Trustee or Advisor for the Trust may rely upon this letter in agreeing to act as a fiduciary of the Trust. You, along with any other Trustee of the Trust, may rely upon it for any purpose including assisting in any defense in any legal proceeding that may be brought against you in your corporate or fiduciary capacity.

Very truly yours,

SUBSCRIBED AND SWORN to before me

This ____ day of _____, 200_

_____

Notary Public

WILMINGTON TRUST

TRUSTEESHIP

DISCLOSURES AND WAIVERS

Wilmington Trust Company

This document contains various disclosures that we, the Wilmington Trust entity indicated at left, make in connection with our agreement to serve as trustee or co-trustee.

1. Account and Investment Activity

You understand and agree that:

a) We will provide periodic statements of account activity, (at least quarterly), asset values, tax reporting information, and any other legally required information.

b) We may hold trust account assets in nominee name.

c) In managing the trust account, we may provide advice or exercise investment responsibilities differently, either in nature or in timing, than we do for other accounts we manage, provided we act in good faith.

d) We may invest, for ourselves or others, in the same security we purchase for the trust account.

e) We may combine trading orders for the trust account with trading orders for other accounts to effect transactions, and, if a particular transaction is not filled completely, the trust account will share in the results on a pro rata basis.

f) We may complete any transaction in the trust account as a cross-transaction with another account at Wilmington Trust, so long as the cost and quality of execution is comparable to that available at that time through channels we might have used had no cross-transaction opportunity been available.

g) We are not responsible for the accuracy of information, including asset valuations, furnished by you, anyone on your behalf, the issuer of any security or any reputable third party.

h) We may charge the trust account a customary fee for any overdrafts.

i) Any mutual funds in which the trust account is invested, including our own Wilmington Trust family of mutual funds, are legally separate from Wilmington Trust's corporate affiliates. Shares of mutual funds (including money market funds) and other investment funds are not bank obligations or deposits, are not insured by the FDIC, and may fluctuate in value.

WILMINGTON TRUST

2. Parties Performing Various Services

You understand and agree that:

a) We may hire subcustodians (including our affiliates) and depositories.

b) We may use our affiliates to perform services on behalf of the trust (for example, brokerage services and services to mutual funds.).

c) Any investment management services we provide may be performed by Wilmington Trust Investment Management, LLC, a registered investment advisor, as sub-advisor, and that trust and custody services are performed by the Wilmington Trust entity indicated above. We also may engage the services of one or more other sub-advisors, including affiliates, and we will periodically monitor the performance of sub-advisors.

d) Wilmington Trust receives additional fees beyond those described in the applicable fee schedule or fee agreement whenever we:

- invest trust account assets in a mutual fund or other investment fund to which we or an affiliate provides services (this may include both affiliated and unaffiliated funds)
- use one of our affiliates (such as a brokerage firm) to perform services for the trust account

The fund disclosure documents show which third parties, and which of our affiliates, provide which services and how they are paid.

3. Our Privacy Policy APPLIES TO REVOCABLE TRUSTS ONLY

PRIVACY POLICY FACTS

Issuing entities

- Wilmington Trust Company
- Wilmington Trust FSB
- Wilmington Trust of Pennsylvania
- Wilmington Trust Investment Management

Individuals covered

Past, present, and potential clients of any of the entities above.

Examples of information that may be collected and disclosed

- Name, age, and address
- Employer and income level
- Financial information
- Credit history
- Social Security number
- Use of products and services
- Account information

Main sources of personal information

- Your applications, forms, and other information you provide
- Your transactions with us and with other parties
- Calls, letters and other communications with you
- Outside companies used to verify your information, such as credit bureaus

Purpose of the Policy

In providing financial services, we accumulate personal information about our clients that is not publicly available ("personal information").

We mainly use your personal information to do business with you. However, we may also share this information with companies within the Wilmington Trust family and with carefully selected companies outside of our family in order to help you meet your financial goals, such as when we believe that you could benefit from a product or service offered by us or another company with whom we have a trusted business relationship. If you do not want us to share your personal information for this purpose, you can so indicate on the signature page of this agreement.

Security of Personal Information

We restrict access to your personal information to those staff members who need to know that information to provide products and services to you. In addition, we diligently maintain physical, electronic, and procedural safeguards that comply with federal standards to guard the security of your information, and we require other entities that have access to personal information as described in this policy to maintain similar safeguards.

WILMINGTON TRUST

PRIVACY POLICY FACTS, continued

Main functions of personal information

- Doing business with you
- Verifying identity and guarding against fraud
- Complying with government regulations
- Identifying products or services that may be of use to you

Main users of personal information

- Wilmington Trust and its affiliates
- Outside companies that help us service your account
- Government entities that are legally entitled to request personal information
- Credit bureaus
- Outside companies with whom we have joint marketing agreements or who market on our behalf
- Outside companies offering products or services we believe could benefit you

Sharing of Information Within the Wilmington Trust Corporate Family

From time to time, such as for responding to client inquiries and for risk control purposes, we may share personal information about you with companies that are part of the Wilmington Trust corporate family.

Unless you request otherwise, we may also share personal information about you within our corporate family when we think it may help you to meet your financial goals and objectives. These companies all provide financial services, including, but not limited to, loans, leases, credit cards, family office services, brokerage services and insurance services.

Sharing of Information Outside of the Wilmington Trust Corporate Family

We may share some or all of your personal information with outside companies that perform marketing services on our behalf, or with other financial institutions with which we have joint marketing arrangements (such as financial service providers with which we offer products such as credit cards). We also may share some or all of your personal information with other companies that assist us in servicing your accounts, preparing monthly statements and/or processing and printing of checks; government agencies in response to subpoenas or regulatory requirements; credit reporting agencies to which we report information about your transactions with us; and otherwise as permitted by law.

Unless you request otherwise, we may also share your personal information with outside companies that we believe will be able to help us to help you meet your financial goals by providing additional financial products and services.

Your Privacy Choices

You have two choices: one concerning companies within the Wilmington Trust family, the other concerning outside companies. Where we have indicated above that you can request that we not share your personal information, you can check the appropriate box(es) on the signature page with respect to one, both, or neither.

If you have no objection to our sharing of personal information about you with other financial service providers, both within and outside of the Wilmington Trust corporate family, to help you meet your financial goals, you do not have to do anything. However, if you do nothing and you have previously submitted your privacy choices to us in connection with other relationships you may have with us, we will continue to honor those elections for all of your relationships.

Unless we receive indication to the contrary, your choices will apply to all individuals with whom you hold joint accounts, unless the joint accountholder(s) submits to us privacy choices that are different from your own choices.

Once indicated, a choice will remain in effect until you change it by notifying us in writing.

Policy Updates

This notice supersedes any previous Privacy Policy notice from us. We may amend our privacy policy at any time, and will inform you of changes as required by law.

WILMINGTON TRUST

4. Signatures

By signing below:

a) You represent that you are authorized to execute this document.

b) You indicate that you understand and acknowledge the terms of this document.

c) You agree to comply with all laws and regulations that apply to you and your trust's relationship with us.

d) You agree to provide us with your name, date of birth, address, and other identifying information or documents we request in order for us to verify and record your identity as required by Federal laws designed to fight the funding of terrorism and money-laundering activities. We may also ask for identifying documents such as your driver's license or passport.

e) You agree to accept our periodic statements as sufficient information concerning transactions in the trust account and you waive your right to receive transaction confirmations, unless you indicate otherwise below or in subsequent notice to us.

☐ You wish to exercise your right to start receiving copies of individual transaction confirmations, at no expense to you other than a reasonable fee, as permitted by law, that Wilmington Trust may charge if it has investment responsibility for the trust account.

f) You agree to notify us promptly in writing of any discrepancy in an account statement.

g) If the trust agreement is governed by the California law, you waive your right to receive written notice from us of our initial investment of the trust account in any Wilmington Trust-sponsored mutual funds and to receive the related prospectuses within the time stipulated by California law.

h) You request that idle cash be invested in the following money market fund, and you acknowledge that you have received a prospectus for that fund:

☐ Wilmington Prime Money Market Portfolio (Service Class)

☐ Wilmington US Government Portfolio (Service Class)

☐ Wilmington Tax Exempt Portfolio (Service Class)

If no choice is indicated, this fund will be selected.

i) You understand that we are obligated to provide the name(s), address(es), and share positions of those persons or entities with authority for voting proxies to issuers of securities held in the trust account (or to other parties an issuer may designate), unless you indicate otherwise below or through subsequent notice to us in writing.

☐ You request that we withhold the identifying information of those responsible for voting proxies relating to the trust account from issuers and their designates.

WILMINGTON TRUST

TERMS THAT APPLY TO REVOCABLE TRUST ACCOUNTS ONLY

j) You acknowledge that you have read Part II of our Form ADV. If you have not received that document more than 48 hours before you sign this document, you have the right to cancel our investment services, if any, without penalty, within five business days after you sign this agreement.

k) With respect to your Privacy Policy choices, you indicate that we have your permission to disclose personal information about you to members of the Wilmington Trust corporate family as well as persons and companies outside the Wilmington Trust corporate family unless you indicate otherwise by checking below:

☐ do not disclose personal information to members of the Wilmington Trust corporate family

☐ do not disclose personal information to persons and companies outside the Wilmington Trust corporate family

If you have already indicated your privacy choices to us earlier, and do not check either box here, your prior choices will remain in effect.

Acknowledged and Agreed to by:

[X] _____
TRUSTOR SIGNATURE DATE

All Trusts (if Applicable)

[X] _____
CO-TRUSTEE SIGNATURE DATE

[X] _____
CO-TRUSTEE SIGNATURE DATE

[X] _____
CONSENT/DIRECTION ADVISOR SIGNATURE DATE

Irrevocable Trusts Only

[X] _____
INCOME BENEFICIARY SIGNATURE DATE

[X] _____
INCOME BENEFICIARY SIGNATURE DATE

Wilmington Trust:

_____
BY

_____
TITLE

[X] _____
SIGNATURE

April , 2008

Wilmington Trust Company
1100 North Market Street
Wilmington, DE 19890

Attn: Jeffrey C. Wolken

Re: Acceptance of Appointment as the Investment Advisor for the Simon L. Bernstein Irrevocable Trust Agreement.

Dear Mr. Wolken:

Please know that I hereby accept my appointment as the Investment Advisor of The Simon L. Bernstein Irrevocable Trust Agreement under Section 7 of said Trust. I agree that all powers conferred upon me as the Investment Advisor will be exercised in a fiduciary capacity for the exclusive interest of the beneficiaries.

Regards,

Simon L. Bernstein, Investment Advisor

Form **W-9**
(Rev. January 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Social security number
___ ___ ___ - ___ ___ - ___ ___ ___ ___

or

Employer identification number
___ ___ - ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or

3. The IRS tells the requester that you furnished an incorrect TIN, or

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov/online/ss-5.pdf*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses/* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

WILMINGTON TRUST

New Account Opening Information

IMPORTANT INFORMATION ABOUT NEW ACCOUNT OPENING PROCEDURES

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person or institution that opens a new account.

Please be prepared to provide your name, address, date of birth, tax identification number, phone number, or other information that will enable us to confirm your identity when you open a new account at Wilmington Trust. Wilmington Trust may also ask to see your driver's license or other documents to verify your identity. Thank you for your cooperation.

—

April , 2008

Wilmington Trust Company
1100 North Market Street
Wilmington, DE 19890

Attn: Jeffrey C. Wolken

Re: Acceptance of Appointment as the Protector for the Simon L. Bernstein Irrevocable Trust Agreement.

Dear Mr. Wolken:

Please know that I hereby accept my appointment as the protector of The Simon L. Bernstein Irrevocable Trust Agreement under Section 14 of said Trust. Under this Section, I am given the power to remove and replace the trustee of said Trust.

Regards,

William E. Stansbury, Investment Advisor

TRUST AGREEMENT

FOR THE

JULIA IANTONI IRREVOCABLE TRUST

September 7, 2006

TRUST AGREEMENT

FOR THE

JULIA IANTONI IRREVOCABLE TRUST

SIMON BERNSTEIN, as Settlor, hereby creates the Julia Iantoni Irrevocable Trust ("the Trust") on September 7, 2006. Gerald R. Lewin is the trustee of this Trust and, in that capacity, he and his successors are collectively referred to in this Trust Agreement as the "Trustee."

ARTICLE 1
BENEFICIARY

This Trust is for the benefit of the Settlor's Grandchild, JULIA IANTONI ("Benficiary").

ARTICLE 2
TRANSFERS TO TRUST

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

ARTICLE 3
IRREVOCABLE PROVISION

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

ARTICLE 4
ADMINISTRATION OF TRUST

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

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

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

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

ARTICLE 5
PROVISIONS GOVERNING TRUSTEES

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

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

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

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

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

5.5 Accountings. Accountings must be given to the beneficiary of each trust at least annually (quarterly if a Corporate Trustee is serving). The accountings must show the assets held in trust and all receipts and disbursements. A beneficiary's written approval of an accounting will be final and binding upon that beneficiary and all persons

represented by him or her as to all matters disclosed in that accounting. In any event, if a beneficiary fails to object to an accounting within six months of receiving it, his or her approval is conclusively presumed. A successor Trustee may require the prior Trustee to render a full and final accounting.

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

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

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

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

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

ARTICLE 6
PROTECTION OF INTERESTS

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

ARTICLE 7
FIDUCIARY POWERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 8
SUBCHAPTER S STOCK

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

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

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

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

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

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

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

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

ARTICLE 9
PERPETUITIES PROVISION

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

ARTICLE 10
ADMINISTRATION AND CONSTRUCTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 11
MISCELLANEOUS PROVISIONS

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

(a) Trustees.

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

(2) **Corporate Trustee** means a trustee that is a bank, trust company, or other entity authorized to serve as a trustee under the laws of the United States or any state thereof that is not a Related Person to the Settlor. A bank or trust company that does not meet this requirement cannot serve as Trustee.

(b) Internal Revenue Code Terms.

(1) **Internal Revenue Code** means the federal Internal Revenue Code of 1986, as amended from time to time, or successor provisions of future federal internal revenue laws.

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

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

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

(c) Other Terms.

(1) Distributions that are to be made to a person's **descendants, per stirpes,** will be divided into equal shares, so that there will be one share for each living child (if any) of that person and one share for each deceased child who has then living descendants. The share of each deceased child will be further divided among his or her descendants on a per stirpes basis, by reapplying the preceding rule to that deceased child and his or her descendants as many times as necessary.

(2) **Disabled** or **under a disability** means (i) being under the legal age of majority, (ii) having been adjudicated to be incapacitated, or (iii) being unable to manage properly personal or financial affairs because of a mental or physical impairment (whether temporary or permanent in nature). A written certificate executed by an individual's attending physician confirming that person's impairment will be sufficient evidence of disability under item (iii) above, and all persons may rely conclusively on such a certificate.

(3) Removal of a Trustee **for cause** includes, without limitation, the following: the willful or negligent mismanagement of the trust assets by that individual Trustee; the abuse or abandonment of, or inattention to, the trust by that individual Trustee; a federal or state charge against that individual Trustee involving the commission of a felony or serious misdemeanor; an act of theft, dishonesty, fraud, embezzlement, or moral turpitude by that individual Trustee; or the use of narcotics or excessive use of alcohol by that individual Trustee.

(4) The words **will** and **shall** are used interchangeably in this Trust Agreement and mean, unless the context clearly indicates otherwise, that the Trustee must take the action

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

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

(a) A **general power of appointment** granted to a person is one that can be exercised in favor of that person or his or her estate, his or her creditors, or the creditors of his or her estate.

(b) A **special power of appointment** is any power that is not a general power.

(c) A **testamentary power of appointment** (either general or special) is exercisable upon the powerholder's death by his or her Last Will or by a revocable trust agreement established by that person, but only by specific reference to the instrument creating the power. A "testamentary power of appointment" may not be exercised in favor of the person possessing the power.

(d) In determining whether a person has exercised a testamentary power of appointment, the Trustee may rely upon an instrument admitted to probate in any jurisdiction as that person's Last Will, or upon any trust agreement certified to be valid and authentic by sworn statement of the trustee who is serving under that trust agreement. If the Trustee has not received written notice of such an instrument within six months after the powerholder's death, the Trustee may presume that the powerholder failed to exercise that power and will not be liable for acting in accordance with that presumption.

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

11.4 Certifications.

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

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

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

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

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

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

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

Schedule A
Initial Transfers to Trust

Transfer of 6 shares of LIC Holdings, Inc.

EXTENSION GRANTED TO 10/15/2007

Form **1041** Department of the Treasury - Internal Revenue Service

U.S. Income Tax Return for Estates and Trusts

2006

OMB No. 1545-0092

For calendar year 2006 or fiscal year beginning , 2006 and ending

COPY

A Type of entity:
- [ ] Decedent's estate
- [ ] Simple trust
- [X] Complex trust
- [ ] Qualified disability trust
- [X] ESBT (S portion only)
- [ ] Grantor type trust
- [ ] Bankruptcy estate-Ch. 7
- [ ] Bankruptcy estate-Ch. 11
- [ ] Pooled income fund

Name of estate or trust (If a grantor type trust, see page 12 of the instructions.)
JULIA IANTONI IRREVOCABLE TRUST

Name and title of fiduciary
STANFORD TRUST COMPANY, TRUSTEE

Number, street, and room or suite no. (If a P.O. box, see page 12 of the instructions.)
445 NORTH BOULEVARD, 8TH FLOOR EAST

City or town, state, and ZIP code
BATON ROUGE, LA 70802

C Employer identification number: 20 7294232

D Date entity created: 09/01/2006

E Nonexempt charitable and split-interest trusts, check applicable boxes (see pg 13 of the instr.):
- [ ] Described in section 4947(a)(1)
- [ ] Not a private foundation
- [ ] Described in section 4947(a)(2)

B No. of Sch K-1 attached ▶ 0

F Check applicable boxes: [X] Initial return [ ] Final return [ ] Amended return [ ] Change in trust's name [ ] Change in fiduciary [ ] Change in fiduciary's name [ ] Change in fiduciary's address

G Pooled mortgage account (see page 14 of the instructions): [ ] Bought [ ] Sold Date:

Income	1	Interest income	1	
	2a	Total ordinary dividends	2a	
	b	Qualified dividends allocable to: (1) Beneficiaries _____ (2) Estate or trust _____		
	3	Business income or (loss). Attach Schedule C or C-EZ (Form 1040)	3	
	4	Capital gain or (loss). Attach Schedule D (Form 1041)	4	
	5	Rents, royalties, partnerships, other estates and trusts, etc. Attach Schedule E (Form 1040)	5	
	6	Farm income or (loss). Attach Schedule F (Form 1040)	6	
	7	Ordinary gain or (loss). Attach Form 4797	7	
	8	Other income. List type and amount _____	8	
	9	**Total income.** Combine lines 1, 2a, and 3 through 8 ▶	9	
Deductions	10	Interest. Check if Form 4952 is attached ▶ [ ]	10	
	11	Taxes	11	
	12	Fiduciary fees	12	
	13	Charitable deduction (from Schedule A, line 7)	13	
	14	Attorney, accountant, and return preparer fees	14	
	15a	Other deductions not subject to the 2% floor (attach schedule)	15a	
	b	Allowable miscellaneous itemized deductions subject to the 2% floor	15b	
	16	Add lines 10 through 15b ▶	16	
	17	Adjusted total income or (loss). Subtract line 16 from line 9	17	
	18	Income distribution deduction (from Schedule B, line 15). Attach Schedules K-1 (Form 1041)	18	
	19	Estate tax deduction including certain generation-skipping taxes (attach computation)	19	
	20	Exemption	20	100.
	21	Add lines 18 through 20 ▶	21	100.
Tax and Payments	22	Taxable income. Subtract line 21 from line 17. If a loss, see page 20 of the instructions	22	<100.>
	23	**Total tax** (from Schedule G, line 7)	23	6,245.
	24	**Payments:** a 2006 estimated tax payments and amount applied from 2005 return	24a	
	b	Estimated tax payments allocated to beneficiaries (from Form 1041-T)	24b	
	c	Subtract line 24b from line 24a	24c	
	d	Tax paid with Form 7004 (see page 20 of the instructions)	24d	
	e	Federal income tax withheld. If any is from Form(s) 1099, check ▶ [ ]	24e	
	f	Credit for federal telephone excise tax paid. Attach Form 8913	24f	
		Other payments: g Form 2439 _____ ; h Form 4136 _____ ; Total ▶	24i	
	25	**Total payments.** Add lines 24c through 24f, and 24i ▶	25	
	26	Estimated tax penalty (see page 20 of the instructions)	26	
	27	**Tax due.** If line 25 is smaller than the total of lines 23 and 26, enter amount owed **	27	6,245.
	28	**Overpayment.** If line 25 is larger than the total of lines 23 and 26, enter amount overpaid	28	
	29	Amount of line 28 to be: a Credited to 2007 estimated tax ▶ ; b Refunded ▶	29	

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

▶ Signature of fiduciary or officer representing fiduciary — Date — ▶ EIN of fiduciary if a financial institution

May the IRS discuss this return with the preparer shown below (see instr.)? [X] Yes [ ] No

Paid Preparer's Use Only JWA

Preparer's signature ▶ — Date 10/8/07 — Check if self-employed [ ] — Preparer's SSN or PTIN P00127193

Firm's name (or yours if self-employed), address, and ZIP code ▶ GOLDSTEIN LEWIN & CO.
1900 N.W. CORPORATE BLVD. STE E-300
BOCA RATON, FL 33431-8502

EIN 59 2147155

Phone no. (561)994-5050

Form **7004**
(Rev. December 2006)
Department of the Treasury
Internal Revenue Service

Application for Automatic 6-Month Extension of Time To File Certain Business Income Tax, Information, and Other Returns

▶ File a separate application for each return.

OMB No. 1545-0233

Type or Print	Name	Identifying number
File by the due date for the return for which an extension is requested. See instructions.	Julia Iantoni Irrevocable Trust	20-7294232
	Number, street, and room or suite no. (If P.O. box, see instructions.) c/o Goldstein Lewin & Co. 1900 NW Corp. Blvd. Suite 300E	
	City, town, state, and ZIP code (If a foreign address, enter city, province or state, and country (follow the country's practice for entering postal code)). Boca Raton, FL 33431	

Note. See instructions before completing this form.

1 Enter the form code for the return that this application is for (see below)..... 05

2 If the foreign corporation does not have an office or place of business in the United States, check here..... ▶ ☐

3 If the organization is a corporation or partnership that qualifies under Regulations section 1.6081-5, check here. ▶ ☐

4a The application is for calendar year 2006, or tax year beginning ___, 20__, and ending ___, 20__

b **Short tax year.** If this tax year is less than 12 months, check the reason:
☐ Initial return ☐ Final return ☐ Change in accounting period ☐ Consolidated return to be filed

5 If the organization is a corporation and is the common parent of a group that intends to file a consolidated return, check here..... ▶ ☐
If checked, attach a schedule, listing the name, address, and Employer Identification Number (EIN) for each member covered by this application.

6	Tentative total tax.....	6	0.00
7	Total payments and credits (see instructions).....	7	0.00
8	**Balance due.** Subtract line 7 from line 6. **Generally, you must deposit this amount using the Electronic Federal Tax Payment System (EFTPS), a Federal Tax Deposit (FTD) Coupon, or Electronic Funds Withdrawal (EFW) (see instructions for exceptions).**.....	8	0.00

Application Is For:	Form Code	Application Is For:	Form Code
Form 706-GS(T)	02	Form 1120-H	17
Form 1041 (estate)	04	Form 1120-ND	19
Form 1041-N	06	Form 1120-PC	21
Form 1042	08	Form 1120-REIT	23
Form 1065-B	10	Form 1120-S	25
Form 1120	12	Form 3520-A	27
Form 1120-A	14	Form 8613	29
Form 1120-F	15	Form 8804	31
		Form 8876	33

For Paperwork Reduction Act Notice, see instructions. Form **7004** (Rev. 12-2006)

ISA
STF XDXP1000

Schedule A **Charitable Deduction.** Do not complete for a simple trust or a pooled income fund.

1	Amounts paid or permanently set aside for charitable purposes from gross income (see page 21 of the instructions)	1	
2	Tax-exempt income allocable to charitable contributions (see page 21 of the instructions)	2	
3	Subtract line 2 from line 1	3	
4	Capital gains for the tax year allocated to corpus and paid or permanently set aside for charitable purposes	4	
5	Add lines 3 and 4	5	
6	Section 1202 exclusion allocable to capital gains paid or permanently set aside for charitable purposes (see instructions)	6	
7	Charitable deduction. Subtract line 6 from 5. Enter here and on page 1, line 13	7	

Schedule B **Income Distribution Deduction**

1	Adjusted total income (see page 22 of the instructions)			1	
2	Adjusted tax-exempt interest			2	
3	Total net gain from Schedule D (Form 1041), line 15, column (1) (see page 22 of the instructions)			3	
4	Enter amount from Schedule A, line 4 (minus any allocable section 1202 exclusion)			4	
5	Capital gains for the tax year included on Schedule A, line 1 (see page 22 of the instructions)			5	
6	Enter any gain from page 1, line 4, as a negative number. If page 1, line 4, is a loss, enter the loss as a positive number			6	
7	**Distributable net income (DNI).** Combine lines 1 through 6. If zero or less, enter -0-			7	
8	If a complex trust, enter accounting income for the tax year as determined under the governing instrument and applicable local law	8	0.		
9	Income required to be distributed currently			9	
10	Other amounts paid, credited, or otherwise required to be distributed			10	
11	Total distributions. Add lines 9 and 10. If greater than line 8, see page 22 of the instructions			11	
12	Enter the amount of tax-exempt income included on line 11			12	
13	Tentative income distribution deduction. Subtract line 12 from line 11			13	
14	Tentative income distribution deduction. Subtract line 2 from line 7. If zero or less, enter -0-			14	
15	Income distribution deduction. Enter the smaller of line 13 or line 14 here and on page 1, line 18			15	

Schedule G **Tax Computation** (see page 23 of the instructions)

1	**Tax:** a Tax on taxable income (see page 23 of the instructions)	1a	0.		
	b Tax on lump-sum distributions. Attach Form 4972	1b			
	c Alternative minimum tax (from Schedule I, line 56)	1c			
	d **Total.** Add lines 1a through 1c ▶			1d	0.
2a	Foreign tax credit. Attach Form 1116	2a			
b	Other nonbusiness credits (attach schedule)	2b			
c	General business credit. Enter here and check which forms are attached: ☐ Form 3800 ☐ Forms (specify) ▶	2c			
d	Credit for prior year minimum tax. Attach Form 8801	2d			
3	**Total credits.** Add lines 2a through 2d ▶			3	
4	Subtract line 3 from line 1d. If zero or less, enter -0-			4	0.
5	Recapture taxes. Check if from: ☐ Form 4255 ☐ Form 8611			5	
6	Household employment taxes. Attach Schedule H (Form 1040)			6	
7	Total tax. Add lines 4 through 6. Enter here and on page 1, line 23 ▶			7	6,245.

Other Information SEC. 641(C): 6,245.

		Yes	No
1	Did the estate or trust receive tax-exempt income? If "Yes," attach a computation of the allocation of expenses. Enter the amount of tax-exempt interest income and exempt-interest dividends ▶ $		X
2	Did the estate or trust receive all or any part of the earnings (salary, wages, and other compensation) of any individual by reason of a contract assignment or similar arrangement?		X
3	At any time during calendar year 2006, did the estate or trust have an interest in or a signature or other authority over a bank, securities, or other financial account in a foreign country? See page 25 of the instructions for exceptions and filing requirements for Form TD F 90-22.1. If "Yes," enter the name of the foreign country ▶		X
4	During the tax year, did the estate or trust receive a distribution from, or was it the grantor of, or transferor to, a foreign trust? If "Yes," the estate or trust may have to file Form 3520. See page 25 of the instructions		X
5	Did the estate or trust receive, or pay, any qualified residence interest on seller-provided financing? If "Yes," see page 25 for required attachment		X
6	If this is an estate or a complex trust making the section 663(b) election, check here (see page 25 of the instructions) ▶ ☐		
7	To make a section 643(e)(3) election, attach Schedule D (Form 1041), and check here (see page 25 of the instructions) ▶ ☐		
8	If the decedent's estate has been open for more than 2 years, attach an explanation for the delay in closing the estate, and check here ▶ ☐		
9	Are any present or future trust beneficiaries skip persons? See page 25 of the instructions	X	

1041	Electing Small Business Trust Tax Calculation	2006

Name of Trust	Employer ID Number
JULIA IANTONI IRREVOCABLE TRUST	20-7294232

Income

Interest	SEE STATEMENT 3	84.
Total Ordinary Dividends		
Less: Qualified Dividends		
Net Dividends		
Other Ordinary Income	SEE STATEMENT 4	17,758.
Net Short-Term Capital Gain		
Ordinary Gains		
Other Income		
Total Income		17,842.

Deductions

Interest	
Taxes	
Fiduciary Fees	
Charitable Deduction	
Attorney, Accountant, Return Preparation Fees	
Other Deductions - Not Subject to 2% Limit	
Other Deductions - Subject to 2% Limit	
Total Deductions	

Tax and Credits

Taxable Income	17,842.
Tax - 35%	6,245.
Net Long-Term Capital Gain and Qualified Dividends	
Tax	
Total Regular Tax	6,245.
Alternative Minimum Tax	
Total Tax	6,245.
Credits	
Recapture and Other Taxes	
Net Tax - to Form 1041, Schedule G, line 7	6,245.

624401
05-01-06

S CORPORATION PORTION

Schedule I **Alternative Minimum Tax** (see pages 26 through 32 of the instructions)

Part I - Estate's or Trust's Share of Alternative Minimum Taxable Income

1	Adjusted total income or (loss) (from page 1, line 17)		1	17,842.
2	Interest		2	
3	Taxes		3	
4	Miscellaneous itemized deductions (from page 1, line 15b)		4	
5	Refund of taxes		5	( )
6	Depletion (difference between regular tax and AMT)		6	
7	Net operating loss deduction. Enter as a positive amount		7	
8	Interest from specified private activity bonds exempt from the regular tax		8	
9	Qualified small business stock (see page 27 of the instructions)		9	
10	Exercise of incentive stock options (excess of AMT income over regular tax income)		10	
11	Other estates and trusts (amount from Schedule K-1 (Form 1041), box 12, code A)		11	
12	Electing large partnerships (amount from Schedule K-1 (Form 1065-B), box 6)		12	
13	Disposition of property (difference between AMT and regular tax gain or loss)		13	
14	Depreciation on assets placed in service after 1986 (difference between regular tax and AMT)		14	
15	Passive activities (difference between AMT and regular tax income or loss)	SEE STATEMENT 5	15	<13.>
16	Loss limitations (difference between AMT and regular tax income or loss)		16	
17	Circulation costs (difference between regular tax and AMT)		17	
18	Long-term contracts (difference between AMT and regular tax income)		18	
19	Mining costs (difference between regular tax and AMT)		19	
20	Research and experimental costs (difference between regular tax and AMT)		20	
21	Income from certain installment sales before January 1, 1987		21	( )
22	Intangible drilling costs preference		22	
23	Other adjustments, including income-based related adjustments		23	
24	Alternative tax net operating loss deduction (See the instructions for the limitation that applies)		24	( )
25	Adjusted alternative minimum taxable income. Combine lines 1 through 24		25	17,829.
	Note: Complete Part II below before going to line 26.			
26	Income distribution deduction from Part II, line 44	26 0.		
27	Estate tax deduction (from page 1, line 19)	27		
28	Add lines 26 and 27		28	
29	Estate's or trust's share of alternative minimum taxable income. Subtract line 28 from line 25.		29	17,829.

If line 29 is:

- $22,500 or less, stop here and enter -0- on Schedule G, line 1c. The estate or trust is not liable for the alternative minimum tax.
- Over $22,500, but less than $165,000, go to line 45.
- $165,000 or more, enter the amount from line 29 on line 51 and go to line 52.

Part II - Income Distribution on a Minimum Tax Basis

30	Adjusted alternative minimum taxable income (see page 30 of the instructions)	30	
31	Adjusted tax-exempt interest (other than amounts included on line 8)	31	
32	Total net gain from Schedule D (Form 1041), line 15, column (1). If a loss, enter -0-	32	
33	Capital gains for the tax year allocated to corpus and paid or permanently set aside for charitable purposes (from Schedule A, line 4)	33	
34	Capital gains paid or permanently set aside for charitable purposes from gross income (see page 30 of the instructions)	34	
35	Capital gains computed on a minimum tax basis included on line 25	35	( )
36	Capital losses computed on a minimum tax basis included on line 25. Enter as a positive amount	36	
37	Distributable net alternative minimum taxable income (DNAMTI). Combine lines 30 through 36. If zero or less, enter -0-	37	
38	Income required to be distributed currently (from Schedule B, line 9)	38	
39	Other amounts paid, credited, or otherwise required to be distributed (from Schedule B, line 10)	39	
40	Total distributions. Add lines 38 and 39	40	
41	Tax-exempt income included on line 40 (other than amounts included on line 8)	41	
42	Tentative income distribution deduction on a minimum tax basis. Subtract line 41 from line 40	42	
43	Tentative income distribution deduction on a minimum tax basis. Subtract line 31 from line 37. If zero or less, enter -0-	43	
44	**Income distribution deduction on a minimum tax basis.** Enter the smaller of line 42 or line 43. Enter here and on line 26	44	

S CORPORATION PORTION

Form 1041 (2006) JULIA IANTONI IRREVOCABLE TRUST 20-7294232 Page 4

Part III - Alternative Minimum Tax

45	Exemption amount			45	$22,500
46	Enter the amount from line 29	46			
47	Phase-out of exemption amount	47	$75,000		
48	Subtract line 47 from line 46. If zero or less, enter -0-	48			
49	Multiply line 48 by 25% (.25)			49	
50	Subtract line 49 from line 45. If zero or less, enter -0-			50	
51	Subtract line 50 from line 46			51	17,829.
52	Go to Part IV of Schedule I to figure line 52 if the estate or trust has qualified dividends or has a gain on lines 14a and 15 of column (2) of Schedule D (Form 1041) (as refigured for the AMT, if necessary). Otherwise, if line 51 is - • $175,000 or less, multiply line 51 by 26% (.26). • Over $175,000, multiply line 51 by 28% (.28) and subtract $3,500 from the result			52	4,636.
53	Alternative minimum foreign tax credit (see page 31 of the instructions)			53	
54	Tentative minimum tax. Subtract line 53 from line 52			54	4,636.
55	Enter the tax from Schedule G, line 1a (minus any foreign tax credit from Schedule G, line 2a)			55	6,245.
56	Alternative minimum tax. Subtract line 55 from line 54. If zero or less, enter -0-. Enter here and on Schedule G, line 1c			56	0.

Part IV - Line 52 Computation Using Maximum Capital Gains Rates

Caution: If you did not complete Part V of Schedule D (Form 1041), the Schedule D Tax Worksheet, or the Qualified Dividends Tax Worksheet, see page 32 of the instructions before completing this part.

57	Enter the amount from line 51			57	
58	Enter the amount from Schedule D (Form 1041), line 22, or line 13 of the Schedule D Tax Worksheet, or line 4 of the Qualified Dividends Tax Worksheet, whichever applies (as refigured for the AMT, if necessary)	58			
59	Enter the amount from Schedule D (Form 1041), line 14b, column (2) (as refigured for the AMT, if necessary). If you did not complete Schedule D for the regular tax or the AMT, enter -0-	59			
60	If you did not complete a Schedule D Tax Worksheet for the regular tax or the AMT, enter the amount from line 58. Otherwise, add lines 58 and 59 and enter the smaller of that result or the amount from line 10 of the Schedule D Tax Worksheet (as refigured for the AMT, if necessary)	60			
61	Enter the smaller of line 57 or line 60			61	
62	Subtract line 61 from line 57			62	
63	If line 62 is $175,000 or less, multiply line 62 by 26% (.26). Otherwise, multiply line 62 by 28% (.28) and subtract $3,500 from the result		▶	63	
64	Maximum amount subject to the 5% rate	64	$2,050		
65	Enter the amount from line 23 of Schedule D (Form 1041), line 14 of the Schedule D Tax Worksheet, or line 5 of the Qualified Dividends Tax Worksheet, whichever applies (as figured for the regular tax). If you did not complete Schedule D or either worksheet for the regular tax, enter -0-	65			
66	Subtract line 65 from line 64. If zero or less, enter -0-	66			
67	Enter the smaller of line 57 or line 58	67			
68	Enter the smaller of line 66 or line 67	68			
69	Multiply line 68 by 5% (.05)		▶	69	
70	Subtract line 68 from line 67	70			
71	Multiply line 70 by 15% (.15)		▶	71	
	If line 59 is zero or blank, skip lines 72 and 73 and go to line 74. Otherwise, go to line 72.				
72	Subtract line 67 from line 61	72			
73	Multiply line 72 by 25% (.25)		▶	73	
74	Add lines 63, 69, 71, and 73			74	
75	If line 57 is $175,000 or less, multiply line 57 by 26% (.26). Otherwise, multiply line 57 by 28% (.28%) and subtract $3,500 from the result			75	
76	Enter the smaller of line 74 or line 75 here and on line 52			76	

JWA Form **1041** (2006)

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02-05-07

JULIA IANTONI IRREVOCABLE TRUST 20-7294232

FORM 1041 LATE PAYMENT INTEREST STATEMENT 1

DESCRIPTION	DATE	AMOUNT	BALANCE	RATE	DAYS	INTEREST
TAX DUE	04/15/07	6,245.	6,245.	.0700	76	92.
INTEREST RATE CHANGE	06/30/07	0.	6,337.	.0800	107	150.
DATE FILED	10/15/07		6,487.			
TOTAL LATE PAYMENT INTEREST						242.

FORM 1041 LATE PAYMENT PENALTY STATEMENT 2

DESCRIPTION	DATE	AMOUNT	BALANCE	MONTHS	PENALTY
TAX DUE	04/15/07	6,245.	6,245.	6	187.
DATE FILED	10/15/07				
TOTAL LATE PAYMENT PENALTY					187.

JULIA IANTONI IRREVOCABLE TRUST 20-7294232

ESBT INTEREST STATEMENT 3

DESCRIPTION	U.S. INTEREST	OTHER TAXABLE INTEREST
LIC HOLDINGS, INC. - REGULAR INTEREST	0.	84.
SUBTOTALS	0.	84.
TOTAL INTEREST		84.

ESBT OTHER ORDINARY INCOME STATEMENT 4

DESCRIPTION	AMOUNT
FROM - LIC HOLDINGS, INC.	17,758.
TOTAL TO ESBT WORKSHEET	17,758.

ESBT SCHEDULE I PASSIVE ACTIVITY LOSS STATEMENT 5

NAME OF ACTIVITY	FORM	NET INCOME (LOSS) AMT	NET INCOME (LOSS) REGULAR	ADJUSTMENT
LIC HOLDINGS, INC.	SCH E	17,745.	17,758.	<13.>
TOTAL TO SCHEDULE I, LINE 15				<13.>

ESBT FORM 8582 OTHER PASSIVE ACTIVITIES - WORKSHEET 3 STATEMENT 6

NAME OF ACTIVITY	CURRENT YEAR NET INCOME	CURRENT YEAR NET LOSS	PRIOR YEAR UNALLOWED LOSS	OVERALL GAIN OR LOSS GAIN	OVERALL GAIN OR LOSS LOSS
LIC HOLDINGS, INC.	17,758.	0.	0.	17,758.	0.
TOTALS	17,758.	0.	0.	17,758.	0.

JULIA IANTONI IRREVOCABLE TRUST 20-7294232

ESBT FORM 8582 SUMMARY OF PASSIVE ACTIVITIES STATEMENT 7

R R E A - NAME	FORM OR SCHEDULE	GAIN/LOSS	PRIOR YEAR C/O	NET GAIN/LOSS	UNALLOWED LOSS	ALLOWED LOSS
LIC HOLDINGS, INC.	SCH E	17,758.	0.	17,758.	0.	0.
TOTALS		17,758.	0.	17,758.	0.	0.

PRIOR YEAR CARRYOVERS ALLOWED DUE TO CURRENT YEAR NET ACTIVITY INCOME

TOTAL TO FORM 8582, LINE 11 0.

ESBT FORM 8582 ALTERNATIVE MINIMUM TAX STATEMENT 8
OTHER PASSIVE ACTIVITIES - WORKSHEET 3

NAME OF ACTIVITY	CURRENT YEAR NET INCOME	CURRENT YEAR NET LOSS	PRIOR YEAR UNALLOWED LOSS	OVERALL GAIN OR LOSS GAIN	OVERALL GAIN OR LOSS LOSS
LIC HOLDINGS, INC.	17,745.	0.	0.	17,745.	0.
TOTALS	17,745.	0.	0.	17,745.	0.

SECURITY WARNING: THE FACE OF THIS DOCUMENT FEATURES A COLORED BACKGROUND AND MICROPRINT BORDERS - THE REVERSE SIDE FEATURES ARTIFICIAL WATERMARKS

ARBITRAGE INTERNATIONAL MANAGEMENT LLC
950 PENINSULA CORPORATE CIRCLE
SUITE 3010
BOCA RATON, FL 33487

WACHOVIA BANK, N.A.

2786

63-843/670

10/3/07

PAY TO THE ORDER OF Julia Iantoni Trust

$ 17,073.56

SEVENTEEN THOUSAND, SEVENTY THREE AND 56/100 DOLLARS

MEMO: DISTRIBUTION, LIQUIDATIONS

AUTHORIZED SIGNATURE

⑈002786⑈ ⑆067006432⑆ 2000034069950⑈

STANFORD TRUST COMPANY
445 North Blvd, Suite 820
Baton Rouge, LA 70802

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

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

Cover Page

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Stanford Trust Company Successor
Trustee for The Julia Iantoni
Irrevocable Trust
STBR10048

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Please visit our website @ www.stanfordtrustco.com

0025735-0600127

Simon Bernstein
950 Peninsula Corp. Circle, Ste 3010
Boca Raton, FL 33487-1387

STANFORD TRUST COMPANY
445 North Blvd, Suite 820
Baton Rouge, LA 70802

Account Summary

Statement of Value and Activity

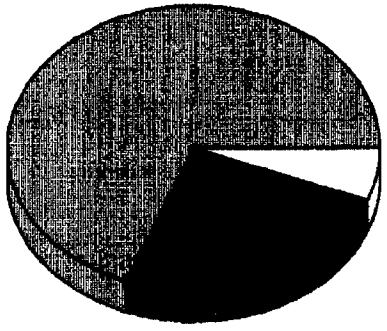
January 1, 2008 - March 31, 2008

Market Value Reconciliation

	This Period	1/1/08 to 3/31/08
Beginning Market Value	**$0.00**	**$0.00**
Additions	$120,000.00	$120,000.00
Distributions	$0.00	$0.00
Fees/Expenses/Taxes	-$6,727.72	-$6,727.72
Income	$491.86	$491.86
Capital Gain Distributions	$0.00	$0.00
Non Cash Asset Changes	$0.00	$0.00
Asset Transfers	$0.00	$0.00
Change in Market Value	$12,098.79	$12,098.79
Ending Market Value	**$125,862.93**	**$125,862.93**
Realized Gains/Losses (Included in Total Above)	-$52.67	-$52.67

Asset Allocation Summary

	Asset Class	Balance
69%	Equity	$90,739.43
25%	Fixed Income	$32,811.35
6%	Cash & Equivalents	$8,490.32
100%	**Total Assets Value**	**$132,041.10**
	Total Liabilities Value	**-$6,178.17**
	Total Portfolio Value	**$125,862.93**



Investment Objective: Growth - Seeks to provide long-term capital appreciation with current income as a secondary consideration

0025236 - 000127

Asset Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Powershares Dynamic Mid Cap Growth CUSIP: 73935X807	256.00	$20.49	$5,245.44	$5,581.06	-$335.62	$0.00
			$18,654.55	$19,442.41	-$787.86	$64.67
Equity International Developed						
ING Global Real Estate Fd-A CUSIP: 44980R326	344.75	$19.75	$6,808.73	$6,857.00	-$48.27	$374.05
Vanguard European ETF CUSIP: 922042874	140.00	$68.79	$9,630.60	$9,812.66	-$182.06	$329.84
			$16,439.33	$16,669.66	-$230.33	$703.89
Equity International Emerging						
Wisdomtree Emg Mtks H/Y Equity CUSIP: 97717W315	77.00	$52.09	$4,010.93	$4,206.65	-$195.72	$37.58
			$4,010.93	$4,206.65	-$195.72	$37.58
Equity International Diverse						
American Capital World G&I-F CUSIP: 140543406	161.88	$40.91	$6,622.35	$6,888.95	-$266.60	$160.42
iShares MSCI Brazil Index Fund CUSIP: 464286400	65.00	$77.03	$5,006.95	$5,620.07	-$613.12	$100.69
iShares MSCI Hong Kong CUSIP: 464286871	148.00	$17.95	$2,656.60	$2,809.04	-$152.44	$56.09
iShares MSCI Singapore CUSIP: 464286673	213.00	$12.77	$2,720.01	$2,728.34	-$8.33	$108.42
iShares MSCI United Kingdom CUSIP: 464286699	123.00	$21.56	$2,651.88	$2,810.32	-$158.44	$103.81

0025737 - 0000127

Asset Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Pioneer Global High Yield Fund CUSIP: 72369G108	612.94	$11.06	$6,779.07	$6,858.75	-$79.68	$619.68
Total Fixed Income			$32,611.95	$33,007.58	-$196.23	$2,297.09
Total All Assets			**$132,041.10**	**$130,785.33**	**-$4,922.40**	**$3,919.69**
Liabilities Income Cash			-$6,178.17			
Total Liabilities			-$6,178.17	$0.00	$0.00	$0.00
Total All Liabilities			**-$6,178.17**	**$0.00**	**$0.00**	**$0.00**
Portfolio Grand Total			**$125,862.93**	**$130,785.33**	**-$4,922.40**	**$3,919.69**

0025738 - 0900127

Transaction Detail

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Transaction Details By Category

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
1/1/08	**Beginning Balance**	**$0.00**	**$0.00**	
	Receipts			
	Dividend Income			
1/2/08	Cash Receipt of Dividend Earned on SEI Daily Income Prime Obl #34 Dividend from 12/1/07 to 12/31/07	$0.00	$13.61	$0.00
2/1/08	Cash Receipt of Dividend Earned on SEI Daily Income Prime Obl #34 Dividend from 1/1/08 to 1/31/08	$0.00	$64.52	$0.00
3/3/08	Cash Receipt of Dividend Earned on SEI Daily Income Prime Obl #34 Dividend from 2/1/08 to 2/29/08	$0.00	$211.92	$0.00
3/3/08	Cash Receipt of Dividend Earned on SEI Daily Income TR Treas #38 CL A Dividend from 2/1/08 to 2/29/08	$0.00	$77.28	$0.00
3/3/08	Cash Receipt of Dividend Earned on Oppenheimer Intl Bond Fd-A Dividend from 2/1/08 to 2/29/08	$0.00	$4.64	$0.00
3/3/08	Cash Receipt of Dividend Earned on Pioneer Global High Yield-A Dividend from 2/1/08 to 2/29/08	$0.00	$1.75	$0.00
3/24/08	Cash Receipt of Dividend Earned on American Capital World G&I-F $0.1983/Unit on 161.076 Units Due 3/24/08	$0.00	$31.95	$0.00
3/26/08	Cash Receipt of Dividend Earned on Loomis Sayles Bond Fund-Ret $0.0821/Unit on 1,049.826 Units Due 3/25/08	$0.00	$86.19	$0.00
		$0.00	$491.86	

0095736-0000127

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
	Taxes			
3/17/08	Cash Disbursement Paid to United States Treasury Federal Estimated Tax Payments Paid for Julia Iantoni IRREV Trust 1/15/08 Estimated Tax - 2007 Form 1041-Es	$0.00	-$6,250.00	$0.00
		$0.00	-$6,250.00	
Total Disbursements		**-$57.69**	**-$6,670.03**	
	Purchases			
	Purchases			
1/2/08	Purchased 13.61 Units of SEI Daily Income Prime Obl #34 Trade Date 12/31/07 Posted Thru Mfd Income Reinvestment of Income Received 12/31/07	-$13.61	$0.00	$0.00
2/1/08	Purchased 64.52 Units of SEI Daily Income Prime Obl #34 Trade Date 1/31/08 Reinvestment of Income Received 1/31/08	-$64.52	$0.00	$0.00
2/5/08	Purchased 120,000 Units of SEI Daily Income Prime Obl #34 Trade Date 2/5/08	-$120,000.00	$0.00	$0.00
2/20/08	Purchased 137,151.99 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/20/08	-$137,151.99	$0.00	$0.00
2/28/08	Purchased 514.018 Units of Allegiant Mid Cap Value I Trade Date 2/27/08 514.018 Units At $13.34	-$6,857.00	$0.00	$0.00

0025740 - 0900127

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
2/28/08	Purchased 612.779 Units of Pioneer Global High Yield-A Trade Date 2/27/08 612.779 Units At $11.19	-$6,857.00	$0.00	$0.00
2/29/08	Purchased 148 Units of iShares MSCI Hong Kong Trade Date 2/26/08 148 Units At $18.98	-$2,809.04	$0.00	$0.00
2/29/08	Purchased 47 Units of Market Vectors Agribusiness Trade Date 2/26/08 47 Units At $59.30	-$2,787.10	$0.00	$0.00
2/29/08	Purchased 56 Units of iShares MSCI Switzerland Index Trade Date 2/26/08 56 Units At $25.476	-$1,426.66	$0.00	$0.00
2/29/08	Purchased 55 Units of Market Vectors Russia ETF Trade Date 2/26/08 55 Units At $50.9094	-$2,800.02	$0.00	$0.00
2/29/08	Purchased 54 Units of iShares S&P Gsti Semiconductor Index Trade Date 2/26/08 54 Units At $52.6899	-$2,845.25	$0.00	$0.00
2/29/08	Purchased 123 Units of iShares MSCI United Kingdom Trade Date 2/26/08 123 Units At $22.8481	-$2,810.32	$0.00	$0.00
2/29/08	Purchased 213 Units of iShares MSCI Singapore Trade Date 2/26/08 213 Units At $12.8091	-$2,728.34	$0.00	$0.00

0025741 - 0800127

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
3/19/08	Purchased 27 Units of Market Vectors Russia ETF Trade Date 3/14/08 Paid $1.08 Brokerage 27 Units At $48.779983	-$1,318.14	$0.00	$0.00
3/20/08	Purchased 1,373.99 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/20/08	-$1,373.99	$0.00	$0.00
3/24/08	Purchased 0.8 Units American Capital World G&I-F @ $39.96 through Reinvestment of Cash Dividend Due 3/24/08	-$31.95	$0.00	$0.00
3/26/08	Purchased 6.13 Units Loomis Sayles Bond Fund-Ret @ $14.06 through Reinvestment of Cash Dividend Due 3/25/08	-$86.19	$0.00	$0.00
Total Purchases		**-$388,793.15**	**$0.00**	
	Sales/Maturities			
	Sales/Maturities			
2/20/08	Sold 137,151.99 Units of SEI Daily Income Prime Obl #34 Trade Date 2/20/08	$137,151.99	$0.00	$0.00
2/28/08	Sold 85,030 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/28/08	$85,030.00	$0.00	$0.00
2/29/08	Sold 43,427.17 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/29/08	$43,427.17	$0.00	$0.00
3/17/08	Sold 6,250 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/17/08	$6,250.00	$0.00	$0.00

0025742 - 0900127

Pending Trades

Statement of Value and Activity

January 1, 2008 - March 31, 2008

No pending trades.

0225743 - 0690127

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
3/18/08	Sold 362.34 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/18/08	$362.34	$0.00	$0.00
3/19/08	Sold 1,318.14 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/19/08	$1,318.14	$0.00	$0.00
3/20/08	Sold 56 Units of iShares MSCI Switzerland Index Trade Date 3/17/08 Paid $2.24 Brokerage Paid $0.02 SEC Fee St Capital Loss of $52.67- on Federal Cost Federal Tax Cost $1,426.66 56 Units At $24.575952	$1,373.99	$0.00	-$52.67
3/25/08	Sold 115.38 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/25/08	$115.38	$0.00	$0.00
Total Sales/Maturities		**$275,029.01**	**$0.00**	
3/31/08	**Ending Balance**	**$6,178.17**	**-$6,178.17**	

0025742 - 0000127

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
2/29/08	Purchased 256 Units of Powershares Dynamic Mid Cap Growth Trade Date 2/26/08 256 Units At $21.801	-$5,581.06	$0.00	$0.00
2/29/08	Purchased 65 Units of iShares MSCI Brazil Index Fund Trade Date 2/26/08 65 Units At $86.4626	-$5,620.07	$0.00	$0.00
2/29/08	Purchased 140 Units of Vanguard European ETF Trade Date 2/26/08 140 Units At $70.0904	-$9,812.66	$0.00	$0.00
2/29/08	Purchased 77 Units of Wisdomtree Emg Mtks H/Y Equity Trade Date 2/26/08 77 Units At $54.6318	-$4,206.65	$0.00	$0.00
3/3/08	Purchased 77.28 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/29/08 Reinvestment of Income Received 2/29/08	-$77.28	$0.00	$0.00
3/3/08	Purchased 0.694 Units Oppenheimer Intl Bond Fd-A @ $6.69 through Reinvestment of Cash Dividend Due 3/3/08	-$4.64	$0.00	$0.00
3/3/08	Purchased 0.157 Units Pioneer Global High Yield-A @ $11.16 through Reinvestment of Cash Dividend Due 3/3/08	-$1.75	$0.00	$0.00
3/6/08	Purchased 211.92 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/6/08	-$211.92	$0.00	$0.00

0025741 - 0000127

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
2/28/08	Purchased 161.076 Units of American Capital World G&I-F Trade Date 2/27/08 161.076 Units At $42.57	-$6,857.00	$0.00	$0.00
2/28/08	Purchased 526.825 Units of Hussman Strategic Growth Fund Trade Date 2/27/08 526.825 Units At $15.62	-$8,229.00	$0.00	$0.00
2/28/08	Purchased 344.746 Units of ING Global Real Estate Fd-A Trade Date 2/27/08 344.746 Units At $19.89	-$6,857.00	$0.00	$0.00
2/28/08	Purchased 205.468 Units of Keeley Small Cap Val Fd-A Trade Date 2/27/08 205.468 Units At $26.70	-$5,486.00	$0.00	$0.00
2/28/08	Purchased 392.137 Units of Kinetics Paradigm Fund-No LD Trade Date 2/27/08 392.137 Units At $27.98	-$10,972.00	$0.00	$0.00
2/28/08	Purchased 367.668 Units of T Rowe Price New Asia Trade Date 2/27/08 367.668 Units At $18.65	-$6,857.00	$0.00	$0.00
2/28/08	Purchased 1,049.826 Units of Loomis Sayles Bond Fund-Ret Trade Date 2/27/08 1,049.826 Units At $14.37	-$15,086.00	$0.00	$0.00
2/28/08	Purchased 1,652.41 Units of Oppenheimer Intl Bond Fd-A Trade Date 2/27/08 1,652.41 Units At $6.64	-$10,972.00	$0.00	$0.00

0025740 - 0900127

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
	Additions			
2/5/08	Cash Receipt Addition to Account Llc Holdings, Inc Check #1160 DTD 12/31/07	$120,000.00	$0.00	$0.00
		$120,000.00	$0.00	
Total Receipts		**$120,000.00**	**$491.86**	
	Disbursements			
	Fees			
3/25/08	Fee Collected Based on A Market Value of $124,781.22	-$57.69	$0.00	$0.00
3/25/08	Fee Collected Based on A Market Value of $124,781.22	$0.00	-$57.69	$0.00
		-$57.69	-$57.69	
	Expenses			
3/25/08	Cash Disbursement Paid to United States Treasury Other Fees and Expenses Paid for Julia Iantoni IRREV Trust 20-7294232 Penalty & Interest 1041 Year 12/31/07	$0.00	-$362.34	$0.00
		$0.00	-$362.34	

0025738 - 0600127

Transaction Summary

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Transaction Summary

Transaction Category	Principal Cash	Income Cash
Beginning Cash Balance on 1/1/08	**$0.00**	**$0.00**
Receipts		
Dividend Income	$0.00	$491.86
Other Income	$0.00	$0.00
Interest Income	$0.00	$0.00
Additions	$120,000.00	$0.00
Capital Gain Distributions	$0.00	$0.00
Tax Exempt Dividends & Interest	$0.00	$0.00
Total Receipts	**$120,000.00**	**$491.86**
Disbursements		
Distributions	$0.00	$0.00
Fees	-$57.69	-$57.69
Expenses	$0.00	-$362.34
Taxes	$0.00	-$6,250.00
Total Disbursements	**-$57.69**	**-$6,670.03**
Purchases	**-$388,793.15**	**$0.00**
Sales/Maturities	**$275,029.01**	**$0.00**
Asset Transfers		
Free Receipts	$0.00	$0.00
Free Deliveries	$0.00	$0.00
Total Asset Transfers	**$0.00**	**$0.00**
Other	**$0.00**	**$0.00**
Ending Cash Balance on 3/31/08	**$6,178.17**	**-$6,178.17**

0025736 - 060127

Asset Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Kinetics Paradigm Fund-No LD CUSIP: 494613607	392.14	$25.94	$10,172.03	$10,972.00	-$799.97	$49.80
Market Vectors Russia ETF CUSIP: 57060U506	82.00	$46.53	$3,815.46	$4,118.16	-$302.70	$9.02
T Rowe Price New Asia CUSIP: 77956H500	367.67	$16.68	$6,125.35	$6,857.00	-$731.65	$69.86
			$39,770.63	$42,803.88	-$3,033.25	$658.11
Equity Mid Cap Value						
Allegiant Mid Cap Value I CUSIP: 01748E831	514.02	$12.56	$6,456.07	$6,857.00	-$400.93	$131.07
			$6,456.07	$6,857.00	-$400.93	$131.07
Total Equity			$90,739.43	$95,468.60	-$4,729.17	$1,585.32
Fixed Income						
Fixed Income Mutual Funds						
Oppenheimer International Bond Fund CUSIP: 68380T103	1,653.10	$6.76	$11,174.98	$10,976.64	$198.34	$732.33
Loomis Sayles Bond Fund CUSIP: 543495832	1,055.96	$14.07	$14,857.30	$15,172.19	-$314.89	$945.08

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0025735 - 0900127

STANFORD TRUST COMPANY
445 North Blvd, Suite 820
Baton Rouge, LA 70802

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

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

Cover Page

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Stanford Trust Company Successor
Trustee for The Julia Iantoni
Irrevocable Trust
STBR10048

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Please visit our website @ www.stanfordtrustco.com

Julia Iantoni
c/o Simon Bernstein
15807 Menton Bay Ct.
Delray Beach, FL 3446

STANFORD TRUST COMPANY
445 North Blvd, Suite 820
Baton Rouge, LA 70802

Account Summary

Statement of Value and Activity

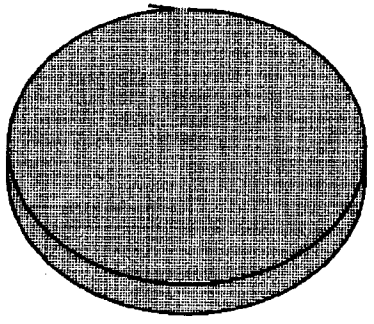
October 1, 2007 - December 31, 2007

Market Value Reconciliation

	This Period	*1/1/07 to 12/31/07*
Beginning Market Value	**$0.00**	**$0.00**
Additions	$17,073.86	$17,073.86
Distributions	$0.00	$0.00
Fees/Expenses/Taxes	$0.00	$0.00
Income	$0.00	$0.00
Capital Gain Distributions	$0.00	$0.00
Non Cash Asset Changes	$0.00	$0.00
Asset Transfers	$0.00	$0.00
Change in Market Value	$0.00	$0.00
Ending Market Value	**$17,073.86**	**$17,073.86**
Realized Gains/Losses (Included in Total Above)	$0.00	$0.00

Asset Allocation Summary

	Asset Class	*Balance*
100%	Cash & Equivalents	$17,073.86
100%	**Total Assets Value**	**$17,073.86**



Investment Objective: Growth - Seeks to provide long-term capital appreciation with current income as a secondary consideration

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Transaction Summary

Transaction Category	*Principal Cash*	*Income Cash*
Beginning Cash Balance on 10/1/07	**$0.00**	**$0.00**
Receipts		
Dividend Income	$0.00	$0.00
Other Income	$0.00	$0.00
Interest Income	$0.00	$0.00
Additions	$17,073.86	$0.00
Capital Gain Distributions	$0.00	$0.00
Tax Exempt Dividends & Interest	$0.00	$0.00
Total Receipts	**$17,073.86**	**$0.00**
Disbursements		
Distributions	$0.00	$0.00
Fees	$0.00	$0.00
Expenses	$0.00	$0.00
Taxes	$0.00	$0.00
Total Disbursements	**$0.00**	**$0.00**
Purchases	**-$17,073.86**	**$0.00**
Sales/Maturities	**$0.00**	**$0.00**
Asset Transfers		
Free Receipts	$0.00	$0.00
Free Deliveries	$0.00	$0.00
Total Asset Transfers	**$0.00**	**$0.00**
Other	**$0.00**	**$0.00**
Ending Cash Balance on 12/31/07	**$0.00**	**$0.00**

Pending Trades

Statement of Value and Activity

October 1, 2007 - December 31, 2007

No pending trades.

Transaction Detail

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Transaction Details By Category

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
10/1/07	**Beginning Balance**	**$0.00**	**$0.00**	
	Receipts			
	Additions			
12/26/07	Cash Receipt Deposits Arbitrage International Ck#2786 DTD 10/3/07	$17,073.86	$0.00	$0.00
Total Receipts		**$17,073.86**	**$0.00**	
	Purchases			
	Purchases			
12/26/07	Purchased 17,073.86 Units of SEI Daily Income Prime Obl #34 Trade Date 12/26/07	-$17,073.86	$0.00	$0.00
Total Purchases		**-$17,073.86**	**$0.00**	
12/31/07	**Ending Balance**	**$0.00**	**$0.00**	

Asset Detail

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Asset Detail

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Cash & Equivalents						
Money Market Funds						
SEI Daily Income Prime Obl #34 CUSIP: 783965403	17,073.86	$1.00	$17,073.86	$17,073.86	$0.00	$828.08
Total Cash & Equivalents			$17,073.86	$17,073.86	$0.00	$828.08
Total All Assets			**$17,073.86**	**$17,073.86**	**$0.00**	**$828.08**

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TRUST AGREEMENT

FOR THE

ALEXANDRA L. BERNSTEIN IRREVOCABLE

TRUST

September 7, 2006

TRUST AGREEMENT

FOR THE

ALEXANDRA L. BERNSTEIN IRREVOCABLE TRUST

SIMON BERNSTEIN, as Settlor, hereby creates the Alexandra L. Bernstein Irrevocable Trust ("the Trust") on September 7, 2006. Gerald R. Lewin is the trustee of this Trust and, in that capacity, he and his successors are collectively referred to in this Trust Agreement as the "Trustee."

ARTICLE 1
BENEFICIARY

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

ARTICLE 2
TRANSFERS TO TRUST

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

ARTICLE 3
IRREVOCABLE PROVISION

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

ARTICLE 4
ADMINISTRATION OF TRUST

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

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

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

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

ARTICLE 5
PROVISIONS GOVERNING TRUSTEES

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

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

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

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

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

5.5 Accountings. Accountings must be given to the beneficiary of each trust at least annually (quarterly if a Corporate Trustee is serving). The accountings must show the assets held in trust and all receipts and disbursements. A beneficiary's written

approval of an accounting will be final and binding upon that beneficiary and all persons represented by him or her as to all matters disclosed in that accounting. In any event, if a beneficiary fails to object to an accounting within six months of receiving it, his or her approval is conclusively presumed. A successor Trustee may require the prior Trustee to render a full and final accounting.

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

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

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

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

ARTICLE 6
PROTECTION OF INTERESTS

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

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

ARTICLE 7
FIDUCIARY POWERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 8
SUBCHAPTER S STOCK

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

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

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

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

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

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

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

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

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

ARTICLE 9
PERPETUITIES PROVISION

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

ARTICLE 10
ADMINISTRATION AND CONSTRUCTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 11
MISCELLANEOUS PROVISIONS

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

(a) Trustees.

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

(2) **Corporate Trustee** means a trustee that is a bank, trust company, or other entity authorized to serve as a trustee under the laws of the United States or any state thereof that is not a Related Person to the Settlor. A bank or trust company that does not meet this requirement cannot serve as Trustee.

(b) Internal Revenue Code Terms.

(1) **Internal Revenue Code** means the federal Internal Revenue Code of 1986, as amended from time to time, or successor provisions of future federal internal revenue laws.

(2) The terms **health, education, support, and maintenance** are intended to set forth an "ascertainable standard," as described in the Internal Revenue Code and its associated Regulations. To the extent not inconsistent with the foregoing, "health" means a beneficiary's physical and

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

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

(c) Other Terms.

(1) Distributions that are to be made to a person's **descendants, per stirpes**, will be divided into equal shares, so that there will be one share for each living child (if any) of that person and one share for each deceased child who has then living descendants. The share of each deceased child will be further divided among his or her descendants on a per stirpes basis, by reapplying the preceding rule to that deceased child and his or her descendants as many times as necessary.

(2) **Disabled** or **under a disability** means (i) being under the legal age of majority, (ii) having been adjudicated to be incapacitated, or (iii) being unable to manage properly personal or financial affairs because of a mental or physical impairment (whether temporary or permanent in nature). A written certificate executed by an individual's attending physician confirming that person's impairment will be sufficient evidence of disability under item (iii) above, and all persons may rely conclusively on such a certificate.

(3) Removal of a Trustee **for cause** includes, without limitation, the following: the willful or negligent mismanagement of the trust assets by that individual Trustee; the abuse or abandonment of, or inattention to, the trust by that individual Trustee; a federal or state charge against that individual Trustee involving the commission of a felony or serious misdemeanor; an act of theft,

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

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

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

(a) A **general power of appointment** granted to a person is one that can be exercised in favor of that person or his or her estate, his or her creditors, or the creditors of his or her estate.

(b) A **special power of appointment** is any power that is not a general power.

(c) A **testamentary power of appointment** (either general or special) is exercisable upon the powerholder's death by his or her Last Will or by a revocable trust agreement established by that person, but only by specific reference to the instrument creating the power. A "testamentary power of appointment" may not be exercised in favor of the person possessing the power.

(d) In determining whether a person has exercised a testamentary power of appointment, the Trustee may rely upon an instrument admitted to probate in any jurisdiction as that person's Last Will, or upon any trust agreement certified to be valid and authentic by sworn statement of the trustee who is serving under that trust agreement. If the Trustee has not received written notice of such an instrument within six months after the powerholder's death, the Trustee may presume that the powerholder failed to exercise that power and will not be liable for acting in accordance with that presumption.

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

11.4 Certifications.

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

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

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

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

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

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

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

Executed as of the date first written above.

Signed in the presence of: SETTLOR

_____ _____

Simon Bernstein

_____

Two witnesses as to Simon Bernstein

Signed in the presence of: TRUSTEE

_____ _____

Gerald R. Lewin

_____

Two witnesses as to Gerald R. Lewin

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me on _____ , 2006, by Simon Bernstein.

_____
Notary Public--State of Florida

Personally Known _____
Produced Identification _____
Type of Identification _____

Print Notary Name: _____
My Commission Number is: _____
My Commission Expires: _____

Schedule A
Initial Transfers to Trust

Transfer of 6 shares of LIC Holdings, Inc.

TRUST AGREEMENT

FOR THE

ERIC D. BERNSTEIN IRREVOCABLE TRUST

September 7, 2006

TRUST AGREEMENT

FOR THE

ERIC D. BERNSTEIN IRREVOCABLE TRUST

SIMON BERNSTEIN, as Settlor, hereby creates the Eric D. Bernstein Irrevocable Trust ("the Trust") on September 7, 2006. Gerald R. Lewin is the trustee of this Trust and, in that capacity, he and his successors are collectively referred to in this Trust Agreement as the "Trustee."

ARTICLE 1
BENEFICIARY

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

ARTICLE 2
TRANSFERS TO TRUST

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

ARTICLE 3
IRREVOCABLE PROVISION

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

ARTICLE 4
ADMINISTRATION OF TRUST

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

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

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

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

ARTICLE 5
PROVISIONS GOVERNING TRUSTEES

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 6
PROTECTION OF INTERESTS

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

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

ARTICLE 7
FIDUCIARY POWERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 8
SUBCHAPTER S STOCK

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

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

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

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

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

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

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

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

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

ARTICLE 9
PERPETUITIES PROVISION

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

ARTICLE 10
ADMINISTRATION AND CONSTRUCTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 11
MISCELLANEOUS PROVISIONS

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

(a) Trustees.

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

(2) **Corporate Trustee** means a trustee that is a bank, trust company, or other entity authorized to serve as a trustee under the laws of the United States or any state thereof that is not a Related Person to the Settlor. A bank or trust company that does not meet this requirement cannot serve as Trustee.

(b) Internal Revenue Code Terms.

(1) **Internal Revenue Code** means the federal Internal Revenue Code of 1986, as amended from time to time, or successor provisions of future federal internal revenue laws.

(2) The terms **health, education, support, and maintenance** are intended to set forth an "ascertainable standard," as described in the Internal Revenue Code and its associated Regulations. To the extent not inconsistent with the foregoing, "health" means a beneficiary's physical and

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

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

(c) Other Terms.

(1) Distributions that are to be made to a person's **descendants, per stirpes**, will be divided into equal shares, so that there will be one share for each living child (if any) of that person and one share for each deceased child who has then living descendants. The share of each deceased child will be further divided among his or her descendants on a per stirpes basis, by reapplying the preceding rule to that deceased child and his or her descendants as many times as necessary.

(2) **Disabled** or **under a disability** means (i) being under the legal age of majority, (ii) having been adjudicated to be incapacitated, or (iii) being unable to manage properly personal or financial affairs because of a mental or physical impairment (whether temporary or permanent in nature). A written certificate executed by an individual's attending physician confirming that person's impairment will be sufficient evidence of disability under item (iii) above, and all persons may rely conclusively on such a certificate.

(3) Removal of a Trustee **for cause** includes, without limitation, the following: the willful or negligent mismanagement of the trust assets by that individual Trustee; the abuse or abandonment of, or inattention to, the trust by that individual Trustee; a federal or state charge against that individual Trustee involving the commission of a felony or serious misdemeanor; an act of theft,

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

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

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

(a) A **general power of appointment** granted to a person is one that can be exercised in favor of that person or his or her estate, his or her creditors, or the creditors of his or her estate.

(b) A **special power of appointment** is any power that is not a general power.

(c) A **testamentary power of appointment** (either general or special) is exercisable upon the powerholder's death by his or her Last Will or by a revocable trust agreement established by that person, but only by specific reference to the instrument creating the power. A "testamentary power of appointment" may not be exercised in favor of the person possessing the power.

(d) In determining whether a person has exercised a testamentary power of appointment, the Trustee may rely upon an instrument admitted to probate in any jurisdiction as that person's Last Will, or upon any trust agreement certified to be valid and authentic by sworn statement of the trustee who is serving under that trust agreement. If the Trustee has not received written notice of such an instrument within six months after the powerholder's death, the Trustee may presume that the powerholder failed to exercise that power and will not be liable for acting in accordance with that presumption.

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

11.4 Certifications.

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

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

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

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

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

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

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

Executed as of the date first written above.

Signed in the presence of:

SETTLOR

Simon Bernstein

Two witnesses as to Simon Bernstein

Signed in the presence of:

TRUSTEE

Gerald R. Lewin

Two witnesses as to Gerald R. Lewin

Schedule A
Initial Transfers to Trust

Transfer of 6 shares of LIC Holdings, Inc.

STANFORD TRUST COMPANY
445 North Blvd, Suite 820
Baton Rouge, LA 70802

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

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

Cover Page

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Stanford Trust Company Successor
Trustee for The Eric D. Bernstein
Irrevocable Trust
STBR10042

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Please visit our website @ www.stanfordtrustco.com

Eric Bernstein
c/o Simon Bernstein
15807 Menton Bay Ct.
Delray Beach, FL 33446

STANFORD TRUST COMPANY
445 North Blvd, Suite 820
Baton Rouge, LA 70802

Account Summary

Statement of Value and Activity

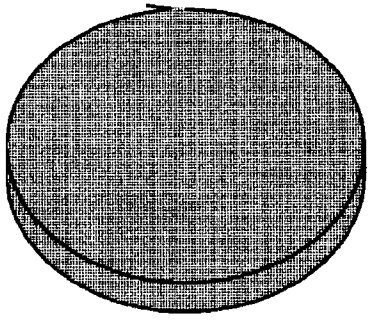
October 1, 2007 - December 31, 2007

Market Value Reconciliation

	This Period	*1/1/07 to 12/31/07*
Beginning Market Value	**$0.00**	**$0.00**
Additions	$17,073.86	$17,073.86
Distributions	$0.00	$0.00
Fees/Expenses/Taxes	$0.00	$0.00
Income	$0.00	$0.00
Capital Gain Distributions	$0.00	$0.00
Non Cash Asset Changes	$0.00	$0.00
Asset Transfers	$0.00	$0.00
Change in Market Value	$0.00	$0.00
Ending Market Value	**$17,073.86**	**$17,073.86**
Realized Gains/Losses (Included in Total Above)	$0.00	$0.00

Asset Allocation Summary

	Asset Class	*Balance*
100%	Cash & Equivalents	$17,073.86
100%	**Total Assets Value**	**$17,073.86**



Investment Objective: Balanced Growth - Seeks to provide current income with the opportunity for long-term growth of capital

Transaction Summary

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Transaction Summary

Transaction Category	Principal Cash	Income Cash
Beginning Cash Balance on 10/1/07	**$0.00**	**$0.00**
Receipts		
Dividend Income	$0.00	$0.00
Other Income	$0.00	$0.00
Interest Income	$0.00	$0.00
Additions	$17,073.86	$0.00
Capital Gain Distributions	$0.00	$0.00
Tax Exempt Dividends & Interest	$0.00	$0.00
Total Receipts	**$17,073.86**	**$0.00**
Disbursements		
Distributions	$0.00	$0.00
Fees	$0.00	$0.00
Expenses	$0.00	$0.00
Taxes	$0.00	$0.00
Total Disbursements	**$0.00**	**$0.00**
Purchases	**-$17,073.86**	**$0.00**
Sales/Maturities	**$0.00**	**$0.00**
Asset Transfers		
Free Receipts	$0.00	$0.00
Free Deliveries	$0.00	$0.00
Total Asset Transfers	**$0.00**	**$0.00**
Other	**$0.00**	**$0.00**
Ending Cash Balance on 12/31/07	**$0.00**	**$0.00**

Pending Trades

Statement of Value and Activity

October 1, 2007 - December 31, 2007

No pending trades.

Transaction Detail

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Transaction Details By Category

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
10/1/07	**Beginning Balance**	**$0.00**	**$0.00**	
	Receipts			
	Additions			
12/26/07	Cash Receipt Deposits Arbitrage International Ck#2780 DTD 10/3/07	$17,073.86	$0.00	$0.00
Total Receipts		**$17,073.86**	**$0.00**	
	Purchases			
	Purchases			
12/26/07	Purchased 17,073.86 Units of SEI Daily Income Prime Obl #34 Trade Date 12/26/07	-$17,073.86	$0.00	$0.00
Total Purchases		**-$17,073.86**	**$0.00**	
12/31/07	**Ending Balance**	**$0.00**	**$0.00**	

Asset Detail

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Asset Detail

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Cash & Equivalents						
Money Market Funds						
SEI Daily Income Prime Obl #34 CUSIP: 783965403	17,073.86	$1.00	$17,073.86	$17,073.86	$0.00	$828.08
Total Cash & Equivalents			$17,073.86	$17,073.86	$0.00	$828.08
Total All Assets			**$17,073.86**	**$17,073.86**	**$0.00**	**$828.08**

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STANFORD TRUST COMPANY
445 North Blvd, Suite 820
Baton Rouge, LA 70802

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

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

Cover Page

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Stanford Trust Company Successor
Trustee for The Eric D. Bernstein
Irrevocable Trust
STBR10042

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Please visit our website @ www.stanfordtrustco.com

Simon Bernstein
950 Peninsula Corp. Circle, Ste 3010
Boca Raton, FL 33487-1387

STANFORD TRUST COMPANY
445 North Blvd, Suite 820
Baton Rouge, LA 70802

Account Summary

Statement of Value and Activity

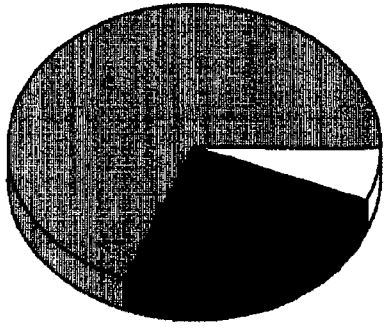
January 1, 2008 - March 31, 2008

Market Value Reconciliation

	This Period	1/1/08 to 3/31/08
Beginning Market Value	**$0.00**	**$0.00**
Additions	$120,000.00	$120,000.00
Distributions	$0.00	$0.00
Fees/Expenses/Taxes	-$6,726.58	-$6,726.58
Income	$491.85	$491.85
Capital Gain Distributions	$0.00	$0.00
Non Cash Asset Changes	$0.00	$0.00
Asset Transfers	$0.00	$0.00
Change in Market Value	$12,098.73	$12,098.73
Ending Market Value	**$125,864.00**	**$125,864.00**
Realized Gains/Losses (Included in Total Above)	-$52.67	-$52.67

Asset Allocation Summary

	Asset Class	Balance
69%	Equity	$90,739.36
25%	Fixed Income	$32,811.35
6%	Cash & Equivalents	$8,490.33
100%	**Total Assets Value**	**$132,041.04**
	Total Liabilities Value	**-$6,177.04**
	Total Portfolio Value	**$125,864.00**



Investment Objective: Balanced Growth - Seeks to provide current income with the opportunity for long-term growth of capital

0025892 - 0000127

Asset Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Powershares Dynamic Mid Cap Growth CUSIP: 73935X807	256.00	$20.49	$5,245.44	$5,581.06	-$335.62	$0.00
			$18,654.54	$19,442.41	-$787.87	$64.67
Equity International Developed						
ING Global Real Estate Fd-A CUSIP: 44980R326	344.75	$19.75	$6,808.73	$6,857.00	-$48.27	$374.05
Vanguard European ETF CUSIP: 922042874	140.00	$68.79	$9,630.60	$9,812.66	-$182.06	$329.84
			$16,439.33	$16,669.66	-$230.33	$703.89
Equity International Emerging						
Wisdomtree Emg Mtks H/Y Equity CUSIP: 97717W315	77.00	$52.09	$4,010.93	$4,206.65	-$195.72	$37.58
			$4,010.93	$4,206.65	-$195.72	$37.58
Equity International Diverse						
American Capital World G&I-F CUSIP: 140543406	161.88	$40.91	$6,622.31	$6,888.94	-$266.63	$160.42
iShares MSCI Brazil Index Fund CUSIP: 464286400	65.00	$77.03	$5,006.95	$5,620.07	-$613.12	$100.69
iShares MSCI Hong Kong CUSIP: 464286871	148.00	$17.95	$2,656.60	$2,809.04	-$152.44	$56.09
iShares MSCI Singapore CUSIP: 464286673	213.00	$12.77	$2,720.01	$2,728.34	-$8.33	$108.42
iShares MSCI United Kingdom CUSIP: 464286699	123.00	$21.56	$2,651.88	$2,810.32	-$158.44	$103.81

0025683 - 0900127

Asset Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Pioneer Global High Yield Fund CUSIP: 72369G108	612.94	$11.06	$6,779.07	$6,858.75	-$79.68	$619.68
Total Fixed Income			$32,811.35	$33,007.58	-$196.23	$2,297.09
Total All Assets			**$132,041.04**	**$130,786.46**	**-$4,922.46**	**$3,919.71**
Liabilities Income Cash			-$6,177.04			
Total Liabilities			-$6,177.04	$0.00	$0.00	$0.00
Total All Liabilities			**-$6,177.04**	**$0.00**	**$0.00**	**$0.00**
Portfolio Grand Total			**$125,864.00**	**$130,786.46**	**-$4,922.46**	**$3,919.71**

0025694 - 0900127

Transaction Detail

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Transaction Details By Category

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
1/1/08	**Beginning Balance**	**$0.00**	**$0.00**	
	Receipts			
	Dividend Income			
1/2/08	Cash Receipt of Dividend Earned on SEI Daily Income Prime Obl #34 Dividend from 12/1/07 to 12/31/07	$0.00	$13.61	$0.00
2/1/08	Cash Receipt of Dividend Earned on SEI Daily Income Prime Obl #34 Dividend from 1/1/08 to 1/31/08	$0.00	$64.52	$0.00
3/3/08	Cash Receipt of Dividend Earned on SEI Daily Income Prime Obl #34 Dividend from 2/1/08 to 2/29/08	$0.00	$211.92	$0.00
3/3/08	Cash Receipt of Dividend Earned on SEI Daily Income TR Treas #38 CL A Dividend from 2/1/08 to 2/29/08	$0.00	$77.28	$0.00
3/3/08	Cash Receipt of Dividend Earned on Oppenheimer Intl Bond Fd-A Dividend from 2/1/08 to 2/29/08	$0.00	$4.64	$0.00
3/3/08	Cash Receipt of Dividend Earned on Pioneer Global High Yield-A Dividend from 2/1/08 to 2/29/08	$0.00	$1.75	$0.00
3/24/08	Cash Receipt of Dividend Earned on American Capital World G&I-F $0.1983/Unit on 161.076 Units Due 3/24/08	$0.00	$31.94	$0.00
3/26/08	Cash Receipt of Dividend Earned on Loomis Sayles Bond Fund-Ret $0.0821/Unit on 1,049.826 Units Due 3/25/08	$0.00	$86.19	$0.00
		$0.00	$491.85	

0025985 - 0000127

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
	Taxes			
3/17/08	Cash Disbursement Paid to United States Treasury Federal Estimated Tax Payments Paid for Eric Bernstein IRREV Trust 1/15/08 Estimated Tax - 2007 Form 1041-Es	$0.00	-$6,250.00	$0.00
		$0.00	-$6,250.00	
Total Disbursements		**-$57.69**	**-$6,668.69**	
	Purchases			
	Purchases			
1/2/08	Purchased 13.61 Units of SEI Daily Income Prime Obl #34 Trade Date 12/31/07 Posted Thru Mfd Income Reinvestment of Income Received 12/31/07	-$13.61	$0.00	$0.00
2/1/08	Purchased 64.52 Units of SEI Daily Income Prime Obl #34 Trade Date 1/31/08 Reinvestment of Income Received 1/31/08	-$64.52	$0.00	$0.00
2/5/08	Purchased 120,000 Units of SEI Daily Income Prime Obl #34 Trade Date 2/5/08	-$120,000.00	$0.00	$0.00
2/20/08	Purchased 137,151.99 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/20/08	-$137,151.99	$0.00	$0.00
2/28/08	Purchased 514.018 Units of Allegiant Mid Cap Value I Trade Date 2/27/08 514.018 Units At $13.34	-$6,857.00	$0.00	$0.00

0025886 - 0800127

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
2/28/08	Purchased 612.779 Units of Pioneer Global High Yield-A Trade Date 2/27/08 612.779 Units At $11.19	-$6,857.00	$0.00	$0.00
2/29/08	Purchased 148 Units of iShares MSCI Hong Kong Trade Date 2/26/08 148 Units At $18.98	-$2,809.04	$0.00	$0.00
2/29/08	Purchased 47 Units of Market Vectors Agribusiness Trade Date 2/26/08 47 Units At $59.30	-$2,787.10	$0.00	$0.00
2/29/08	Purchased 56 Units of iShares MSCI Switzerland Index Trade Date 2/26/08 56 Units At $25.476	-$1,426.66	$0.00	$0.00
2/29/08	Purchased 55 Units of Market Vectors Russia ETF Trade Date 2/26/08 55 Units At $50.9094	-$2,800.02	$0.00	$0.00
2/29/08	Purchased 54 Units of iShares S&P Gsti Semiconductor Index Trade Date 2/26/08 54 Units At $52.6899	-$2,845.25	$0.00	$0.00
2/29/08	Purchased 123 Units of iShares MSCI United Kingdom Trade Date 2/26/08 123 Units At $22.8461	-$2,810.32	$0.00	$0.00
2/29/08	Purchased 213 Units of iShares MSCI Singapore Trade Date 2/26/08 213 Units At $12.8091	-$2,728.34	$0.00	$0.00

0025987 - 0800127

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
3/19/08	Purchased 27 Units of Market Vectors Russia ETF Trade Date 3/14/08 Paid $1.08 Brokerage 27 Units At $48.779983	-$1,318.14	$0.00	$0.00
3/20/08	Purchased 1,373.99 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/20/08	-$1,373.99	$0.00	$0.00
3/24/08	Purchased 0.799 Units American Capital World G&I-F @ $39.96 through Reinvestment of Cash Dividend Due 3/24/08	-$31.94	$0.00	$0.00
3/26/08	Purchased 6.13 Units Loomis Sayles Bond Fund-Ret @ $14.06 through Reinvestment of Cash Dividend Due 3/25/08	-$86.19	$0.00	$0.00
Total Purchases		**-$388,793.14**	**$0.00**	
	Sales/Maturities			
	Sales/Maturities			
2/20/08	Sold 137,151.99 Units of SEI Daily Income Prime Obl #34 Trade Date 2/20/08	$137,151.99	$0.00	$0.00
2/28/08	Sold 85,030 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/28/08	$85,030.00	$0.00	$0.00
2/29/08	Sold 43,427.17 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/29/08	$43,427.17	$0.00	$0.00
3/14/08	Sold 361.2 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/14/08	$361.20	$0.00	$0.00

0025588 - 0000127

Pending Trades

Statement of Value and Activity

January 1, 2008 - March 31, 2008

No pending trades.

0025699-0900127

00215889 - 0600127

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
3/17/08	Sold 6,250 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/17/08	$6,250.00	$0.00	$0.00
3/19/08	Sold 1,318.14 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/19/08	$1,318.14	$0.00	$0.00
3/20/08	Sold 56 Units of iShares MSCI Switzerland Index Trade Date 3/17/08 Paid $2.24 Brokerage Paid $0.02 SEC Fee St Capital Loss of $52.67- on Federal Cost Federal Tax Cost $1,426.66 56 Units At $24.575952	$1,373.99	$0.00	-$52.67
3/25/08	Sold 115.38 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/25/08	$115.38	$0.00	$0.00
Total Sales/Maturities		**$275,027.87**	**$0.00**	
3/31/08	**Ending Balance**	**$6,177.04**	**-$6,177.04**	

0025888 - 0000127

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
2/29/08	Purchased 65 Units of iShares MSCI Brazil Index Fund Trade Date 2/26/08 65 Units At $86.4626	-$5,620.07	$0.00	$0.00
2/29/08	Purchased 256 Units of Powershares Dynamic Mid Cap Growth Trade Date 2/26/08 256 Units At $21.801	-$5,581.06	$0.00	$0.00
2/29/08	Purchased 140 Units of Vanguard European ETF Trade Date 2/26/08 140 Units At $70.0904	-$9,812.66	$0.00	$0.00
2/29/08	Purchased 77 Units of Wisdomtree Emg Mtks H/Y Equity Trade Date 2/26/08 77 Units At $54.6318	-$4,206.65	$0.00	$0.00
3/3/08	Purchased 77.28 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/29/08 Reinvestment of Income Received 2/29/08	-$77.28	$0.00	$0.00
3/3/08	Purchased 0.694 Units Oppenheimer Intl Bond Fd-A @ $6.69 through Reinvestment of Cash Dividend Due 3/3/08	-$4.64	$0.00	$0.00
3/3/08	Purchased 0.157 Units Pioneer Global High Yield-A @ $11.16 through Reinvestment of Cash Dividend Due 3/3/08	-$1.75	$0.00	$0.00
3/6/08	Purchased 211.92 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/6/08	-$211.92	$0.00	$0.00

0022687 - 0900127

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
2/28/08	Purchased 161.076 Units of American Capital World G&I-F Trade Date 2/27/08 161.076 Units At $42.57	-$6,857.00	$0.00	$0.00
2/28/08	Purchased 526.824 Units of Hussman Strategic Growth Fund Trade Date 2/27/08 526.824 Units At $15.62	-$8,229.00	$0.00	$0.00
2/28/08	Purchased 344.746 Units of ING Global Real Estate Fd-A Trade Date 2/27/08 344.746 Units At $19.89	-$6,857.00	$0.00	$0.00
2/28/08	Purchased 205.468 Units of Keeley Small Cap Val Fd-A Trade Date 2/27/08 205.468 Units At $26.70	-$5,486.00	$0.00	$0.00
2/28/08	Purchased 392.137 Units of Kinetics Paradigm Fund-No LD Trade Date 2/27/08 392.137 Units At $27.98	-$10,972.00	$0.00	$0.00
2/28/08	Purchased 367.667 Units of T Rowe Price New Asia Trade Date 2/27/08 367.667 Units At $18.65	-$6,857.00	$0.00	$0.00
2/28/08	Purchased 1,049.826 Units of Loomis Sayles Bond Fund-Ret Trade Date 2/27/08 1,049.826 Units At $14.37	-$15,086.00	$0.00	$0.00
2/28/08	Purchased 1,652.41 Units of Oppenheimer Intl Bond Fd-A Trade Date 2/27/08 1,652.41 Units At $6.64	-$10,972.00	$0.00	$0.00

0025586 - 0800127

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
	Additions			
2/5/08	Cash Receipt Addition to Account Llc Holdings, Inc Check #1156 DTD 12/31/07	$120,000.00	$0.00	$0.00
		$120,000.00	$0.00	
Total Receipts		**$120,000.00**	**$491.85**	
	Disbursements			
	Fees			
3/25/08	Fee Collected Based on A Market Value of $124,782.30	-$57.69	$0.00	$0.00
3/25/08	Fee Collected Based on A Market Value of $124,782.30	$0.00	-$57.69	$0.00
		-$57.69	-$57.69	
	Expenses			
3/14/08	Cash Disbursement Paid to United States Treasury Other Fees and Expenses Paid for Eric Bernstein IRREV Trust Penalty and Interest - 1041 for Period 12/31/06	$0.00	-$361.20	$0.00
		$0.00	-$361.20	

0025885 - 080127

Transaction Summary

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Transaction Summary

Transaction Category	Principal Cash	Income Cash
Beginning Cash Balance on 1/1/08	**$0.00**	**$0.00**
Receipts		
Dividend Income	$0.00	$491.85
Other Income	$0.00	$0.00
Interest Income	$0.00	$0.00
Additions	$120,000.00	$0.00
Capital Gain Distributions	$0.00	$0.00
Tax Exempt Dividends & Interest	$0.00	$0.00
Total Receipts	**$120,000.00**	**$491.85**
Disbursements		
Distributions	$0.00	$0.00
Fees	-$57.69	-$57.69
Expenses	$0.00	-$361.20
Taxes	$0.00	-$6,250.00
Total Disbursements	**-$57.69**	**-$6,668.89**
Purchases	**-$388,793.14**	**$0.00**
Sales/Maturities	**$275,027.87**	**$0.00**
Asset Transfers		
Free Receipts	$0.00	$0.00
Free Deliveries	$0.00	$0.00
Total Asset Transfers	**$0.00**	**$0.00**
Other	**$0.00**	**$0.00**
Ending Cash Balance on 3/31/08	**$6,177.04**	**-$6,177.04**

0025684 - 0000127

Asset Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Kinetics Paradigm Fund-No LD CUSIP: 494613607	392.14	$25.94	$10,172.03	$10,972.00	-$799.97	$49.80
Market Vectors Russia ETF CUSIP: 57060U506	82.00	$46.53	$3,815.46	$4,118.16	-$302.70	$9.02
T Rowe Price New Asia CUSIP: 77956H500	367.67	$16.66	$6,125.33	$6,857.00	-$731.67	$69.86
			$39,770.57	$42,803.87	-$3,033.30	$658.11
Equity Mid Cap Value						
Allegiant Mid Cap Value I CUSIP: 01748E831	514.02	$12.56	$6,456.07	$6,857.00	-$400.93	$131.07
			$6,456.07	$6,857.00	-$400.93	$131.07
Total Equity			**$90,739.36**	**$95,485.59**	**-$4,726.23**	**$1,595.32**
Fixed Income						
Fixed Income Mutual Funds						
Oppenheimer International Bond Fund CUSIP: 68380T103	1,653.10	$6.76	$11,174.98	$10,976.64	$198.34	$732.33
Loomis Sayles Bond Fund CUSIP: 543495832	1,055.96	$14.07	$14,857.30	$15,172.19	-$314.89	$945.08

0025693 - 0000127

Asset Detail

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Asset Detail

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Cash & Equivalents						
Money Market Funds						
SEI Daily Income TR Treas #38 CL A CUSIP: 783965726	2,313.29	$1.00	$2,313.29	$2,313.29	$0.00	$27.30
			$2,313.29	$2,313.29	$0.00	$27.30
Cash						
Principal Cash			$6,177.04			
			$6,177.04	$0.00	$0.00	$0.00
Total Cash & Equivalents			**$8,490.33**	**$2,313.29**	**$0.00**	**$27.30**
Equity						
Equity Small Cap Value Mutual Funds						
Keeley Small Cap Val Fd-A CUSIP: 487300501	205.47	$26.32	$5,407.92	$5,486.00	-$78.08	$0.00
			$5,407.92	$5,486.00	-$78.08	$0.00
Other Domestic Equity						
Hussman Strategic Growth Fund CUSIP: 448108100	526.82	$15.59	$8,213.19	$8,229.00	-$15.81	$48.47
iShares S&P Gsti Semiconductor Index CUSIP: 464287523	54.00	$49.56	$2,676.24	$2,845.25	-$169.01	$16.20
Market Vectors Agribusiness CUSIP: 57060U605	47.00	$53.61	$2,519.67	$2,787.10	-$267.43	$0.00

0025682 - 0900127

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EXTENSION GRANTED TO 10/15/2007

Form **1041** Department of the Treasury - Internal Revenue Service

U.S. Income Tax Return for Estates and Trusts

2006

OMB No. 1545-0092

For calendar year 2006 or fiscal year beginning , 2006 and ending

COPY

A Type of entity:
- [ ] Decedent's estate
- [ ] Simple trust
- [X] Complex trust
- [ ] Qualified disability trust
- [X] ESBT (S portion only)
- [ ] Grantor type trust
- [ ] Bankruptcy estate-Ch. 7
- [ ] Bankruptcy estate-Ch. 11
- [ ] Pooled income fund

Name of estate or trust (If a grantor type trust, see page 12 of the instructions.)
ERIC BERNSTEIN IRREVOCABLE TRUST

Name and title of fiduciary
STANFORD TRUST COMPANY, TRUSTEE

Number, street, and room or suite no. (If a P.O. box, see page 12 of the instructions.)
445 NORTH BOULEVARD, 8TH FLOOR EAST

City or town, state, and ZIP code
BATON ROUGE , LA 70802

C Employer identification number: 20 7294133

D Date entity created: 09/01/2006

E Nonexempt charitable and split-interest trusts, check applicable boxes (see pg 13 of the instr.):
- [ ] Described in section 4947(a)(1)
- [ ] Not a private foundation
- [ ] Described in section 4947(a)(2)

B No. of Sch K-1 attached ▶ 0

F Check applicable boxes: [X] Initial return [ ] Final return [ ] Amended return [ ] Change in trust's name [ ] Change in fiduciary [ ] Change in fiduciary's name [ ] Change in fiduciary's address

G Pooled mortgage account (see page 14 of the instructions): [ ] Bought [ ] Sold Date:

Income	1	Interest income	1
	2 a	Total ordinary dividends	2a
	b	Qualified dividends allocable to: (1) Beneficiaries _____ (2) Estate or trust _____	
	3	Business income or (loss). Attach Schedule C or C-EZ (Form 1040)	3
	4	Capital gain or (loss). Attach Schedule D (Form 1041)	4
	5	Rents, royalties, partnerships, other estates and trusts, etc. Attach Schedule E (Form 1040)	5
	6	Farm income or (loss). Attach Schedule F (Form 1040)	6
	7	Ordinary gain or (loss). Attach Form 4797	7
	8	Other income. List type and amount	8
	9	**Total income.** Combine lines 1, 2a, and 3 through 8 ▶	9
Deductions	10	Interest. Check if Form 4952 is attached ▶ [ ]	10
	11	Taxes	11
	12	Fiduciary fees	12
	13	Charitable deduction (from Schedule A, line 7)	13
	14	Attorney, accountant, and return preparer fees	14
	15 a	Other deductions not subject to the 2% floor (attach schedule)	15a
	b	Allowable miscellaneous itemized deductions subject to the 2% floor	15b
	16	Add lines 10 through 15b ▶	16
	17	Adjusted total income or (loss). Subtract line 16 from line 9 [17]	
	18	Income distribution deduction (from Schedule B, line 15). Attach Schedules K-1 (Form 1041)	18
	19	Estate tax deduction including certain generation-skipping taxes (attach computation)	19
	20	Exemption	20 100.
	21	Add lines 18 through 20 ▶	21 100.
Tax and Payments	22	**Taxable income.** Subtract line 21 from line 17. If a loss, see page 20 of the instructions	22 <100.>
	23	**Total tax** (from Schedule G, line 7)	23 6,244.
	24	**Payments:** a 2006 estimated tax payments and amount applied from 2005 return	24a
	b	Estimated tax payments allocated to beneficiaries (from Form 1041-T)	24b
	c	Subtract line 24b from line 24a	24c
	d	Tax paid with Form 7004 (see page 20 of the instructions)	24d
	e	Federal income tax withheld. If any is from Form(s) 1099, check ▶ [ ]	24e
	f	Credit for federal telephone excise tax paid. Attach Form 8913	24f
		Other payments: g Form 2439 _____ ; h Form 4136 _____ ; Total ▶	24i
	25	**Total payments.** Add lines 24c through 24f, and 24i ▶	25
	26	Estimated tax penalty (see page 20 of the instructions)	26
	27	**Tax due.** If line 25 is smaller than the total of lines 23 and 26, enter amount owed **	27 6,244.
	28	**Overpayment.** If line 25 is larger than the total of lines 23 and 26, enter amount overpaid	28
	29	Amount of line 28 to be: **a Credited to 2007 estimated tax** ▶ ; **b Refunded** ▶	29

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

▶ Signature of fiduciary or officer representing fiduciary — Date — ▶ EIN of fiduciary if a financial institution

May the IRS discuss this return with the preparer shown below (see instr.)? [X] Yes [ ] No

Paid Preparer's Use Only

Preparer's signature ▶ [signature] Date 10/8/07 Check if self-employed [ ] Preparer's SSN or PTIN P00127193

Firm's name (or yours if self-employed), address, and ZIP code ▶ GOLDSTEIN LEWIN & CO.
1900 N.W. CORPORATE BLVD. STE E-300
BOCA RATON, FL 33431-8502

EIN 59 2147155

Phone no. (561)994-5050

JWA

610801 02-05-07 For Privacy Act and Paperwork Reduction Act Notice, see the separate instructions. * STMT 1 STMT 2 Form **1041** (2006)

Form **7004**
(Rev. December 2006)
Department of the Treasury
Internal Revenue Service

Application for Automatic 6-Month Extension of Time To File Certain Business Income Tax, Information, and Other Returns

▸ File a separate application for each return.

OMB No. 1545-0233

Type or Print

File by the due date for the return for which an extension is requested. See instructions.

Name: Eric Bernstein Irrevocable Trust

Identifying number: 20-7294133

Number, street, and room or suite no. (If P.O. box, see instructions.)
c/o Goldstein Lewin & Co. 1900 NW Corp. Blvd. Suite 300E

City, town, state, and ZIP code (If a foreign address, enter city, province or state, and country (follow the country's practice for entering postal code)).
Boca Raton, FL 33431

Note. See instructions before completing this form.

1 Enter the form code for the return that this application is for (see below)..... 05

2 If the foreign corporation does not have an office or place of business in the United States, check here..... ▸ ☐

3 If the organization is a corporation or partnership that qualifies under Regulations section 1.6081-5, check here. ▸ ☐

4a The application is for calendar year 2006, or tax year beginning ___, 20__, and ending ___, 20__

b Short tax year. If this tax year is less than 12 months, check the reason:
☐ Initial return ☐ Final return ☐ Change in accounting period ☐ Consolidated return to be filed

5 If the organization is a corporation and is the common parent of a group that intends to file a consolidated return, check here..... ▸ ☐
If checked, attach a schedule, listing the name, address, and Employer Identification Number (EIN) for each member covered by this application.

6	Tentative total tax.....	6	0.00
7	Total payments and credits (see instructions).....	7	0.00
8	**Balance due.** Subtract line 7 from line 6. **Generally, you must deposit this amount using the Electronic Federal Tax Payment System (EFTPS), a Federal Tax Deposit (FTD) Coupon, or Electronic Funds Withdrawal (EFW) (see instructions for exceptions).**.....	8	0.00

Application Is For:	Form Code	Application Is For:	Form Code
		Form 1120-H	17
Form 706-GS(T)	02		
		Form 1120-ND	19
Form 1041 (estate)	04		
		Form 1120-PC	21
Form 1041-N	06		
		Form 1120-REIT	23
Form 1042	08		
		Form 1120-S	25
Form 1065-B	10		
		Form 3520-A	27
Form 1120	12		
		Form 8613	29
Form 1120-A	14		
		Form 8804	31
Form 1120-F	15		
		Form 8876	33

For Paperwork Reduction Act Notice, see instructions. Form 7004 (Rev. 12-2006)

LSA
STF XDXP1000

Schedule A **Charitable Deduction.** Do not complete for a simple trust or a pooled income fund.

1	Amounts paid or permanently set aside for charitable purposes from gross income (see page 21 of the instructions)	1	
2	Tax-exempt income allocable to charitable contributions (see page 21 of the instructions)	2	
3	Subtract line 2 from line 1	3	
4	Capital gains for the tax year allocated to corpus and paid or permanently set aside for charitable purposes	4	
5	Add lines 3 and 4	5	
6	Section 1202 exclusion allocable to capital gains paid or permanently set aside for charitable purposes (see instructions)	6	
7	Charitable deduction. Subtract line 6 from 5. Enter here and on page 1, line 13	7	

Schedule B **Income Distribution Deduction**

1	Adjusted total income (see page 22 of the instructions)		1	
2	Adjusted tax-exempt interest		2	
3	Total net gain from Schedule D (Form 1041), line 15, column (1) (see page 22 of the instructions)		3	
4	Enter amount from Schedule A, line 4 (minus any allocable section 1202 exclusion)		4	
5	Capital gains for the tax year included on Schedule A, line 1 (see page 22 of the instructions)		5	
6	Enter any gain from page 1, line 4, as a negative number. If page 1, line 4, is a loss, enter the loss as a positive number		6	
7	**Distributable net income (DNI).** Combine lines 1 through 6. If zero or less, enter -0-		7	
8	If a complex trust, enter accounting income for the tax year as determined under the governing instrument and applicable local law	8 0.		
9	Income required to be distributed currently		9	
10	Other amounts paid, credited, or otherwise required to be distributed		10	
11	Total distributions. Add lines 9 and 10. If greater than line 8, see page 22 of the instructions		11	
12	Enter the amount of tax-exempt income included on line 11		12	
13	Tentative income distribution deduction. Subtract line 12 from line 11		13	
14	Tentative income distribution deduction. Subtract line 2 from line 7. If zero or less, enter -0-		14	
15	Income distribution deduction. Enter the smaller of line 13 or line 14 here and on page 1, line 18		15	

Schedule G **Tax Computation** (see page 23 of the instructions)

1	**Tax:** a Tax on taxable income (see page 23 of the instructions)	1a	0.		
	b Tax on lump-sum distributions. Attach Form 4972	1b			
	c Alternative minimum tax (from Schedule I, line 56)	1c			
	d **Total.** Add lines 1a through 1c ▶			1d	0.
2a	Foreign tax credit. Attach Form 1116	2a			
b	Other nonbusiness credits (attach schedule)	2b			
c	General business credit. Enter here and check which forms are attached: ☐ Form 3800 ☐ Forms (specify) ▶	2c			
d	Credit for prior year minimum tax. Attach Form 8801	2d			
3	**Total credits.** Add lines 2a through 2d ▶			3	
4	Subtract line 3 from line 1d. If zero or less, enter -0-			4	0.
5	Recapture taxes. Check if from: ☐ Form 4255 ☐ Form 8611			5	
6	Household employment taxes. Attach Schedule H (Form 1040)			6	
7	**Total tax.** Add lines 4 through 6. Enter here and on page 1, line 23 ▶			7	6,244.

Other Information SEC. 641(C): 6,244.

		Yes	No
1	Did the estate or trust receive tax-exempt income? If "Yes," attach a computation of the allocation of expenses. Enter the amount of tax-exempt interest income and exempt-interest dividends ▶ $		X
2	Did the estate or trust receive all or any part of the earnings (salary, wages, and other compensation) of any individual by reason of a contract assignment or similar arrangement?		X
3	At any time during calendar year 2006, did the estate or trust have an interest in or a signature or other authority over a bank, securities, or other financial account in a foreign country? See page 25 of the instructions for exceptions and filing requirements for Form TD F 90-22.1. If "Yes," enter the name of the foreign country ▶		X
4	During the tax year, did the estate or trust receive a distribution from, or was it the grantor of, or transferor to, a foreign trust? If "Yes," the estate or trust may have to file Form 3520. See page 25 of the instructions		X
5	Did the estate or trust receive, or pay, any qualified residence interest on seller-provided financing? If "Yes," see page 25 for required attachment		X
6	If this is an estate or a complex trust making the section 663(b) election, check here (see page 25 of the instructions) ▶ ☐		
7	To make a section 643(e)(3) election, attach Schedule D (Form 1041), and check here (see page 25 of the instructions) ▶ ☐		
8	If the decedent's estate has been open for more than 2 years, attach an explanation for the delay in closing the estate, and check here ▶ ☐		
9	Are any present or future trust beneficiaries skip persons? See page 25 of the instructions	X	

1041	Electing Small Business Trust Tax Calculation	2006

Name of Trust	Employer ID Number
ERIC BERNSTEIN IRREVOCABLE TRUST	20-7294133

Income

Interest	SEE STATEMENT 3	83.
Total Ordinary Dividends		
Less: Qualified Dividends		
Net Dividends		
Other Ordinary Income	SEE STATEMENT 4	17,757.
Net Short-Term Capital Gain		
Ordinary Gains		
Other Income		
Total Income		17,840.

Deductions

Interest	
Taxes	
Fiduciary Fees	
Charitable Deduction	
Attorney, Accountant, Return Preparation Fees	
Other Deductions - Not Subject to 2% Limit	
Other Deductions - Subject to 2% Limit	
Total Deductions	

Tax and Credits

Taxable Income	17,840.
Tax - 35%	6,244.
Net Long-Term Capital Gain and Qualified Dividends	
Tax	
Total Regular Tax	6,244.
Alternative Minimum Tax	
Total Tax	6,244.
Credits	
Recapture and Other Taxes	
Net Tax - to Form 1041, Schedule G, line 7	6,244.

624401
05-01-06

Schedule I **Alternative Minimum Tax** (see pages 26 through 32 of the instructions)

Part I - Estate's or Trust's Share of Alternative Minimum Taxable Income

1	Adjusted total income or (loss) (from page 1, line 17)		1	17,840.
2	Interest		2	
3	Taxes		3	
4	Miscellaneous itemized deductions (from page 1, line 15b)		4	
5	Refund of taxes		5	( )
6	Depletion (difference between regular tax and AMT)		6	
7	Net operating loss deduction. Enter as a positive amount		7	
8	Interest from specified private activity bonds exempt from the regular tax		8	
9	Qualified small business stock (see page 27 of the instructions)		9	
10	Exercise of incentive stock options (excess of AMT income over regular tax income)		10	
11	Other estates and trusts (amount from Schedule K-1 (Form 1041), box 12, code A)		11	
12	Electing large partnerships (amount from Schedule K-1 (Form 1065-B), box 6)		12	
13	Disposition of property (difference between AMT and regular tax gain or loss)		13	
14	Depreciation on assets placed in service after 1986 (difference between regular tax and AMT)		14	
15	Passive activities (difference between AMT and regular tax income or loss)	SEE STATEMENT 5	15	<13.>
16	Loss limitations (difference between AMT and regular tax income or loss)		16	
17	Circulation costs (difference between regular tax and AMT)		17	
18	Long-term contracts (difference between AMT and regular tax income)		18	
19	Mining costs (difference between regular tax and AMT)		19	
20	Research and experimental costs (difference between regular tax and AMT)		20	
21	Income from certain installment sales before January 1, 1987		21	( )
22	Intangible drilling costs preference		22	
23	Other adjustments, including income-based related adjustments		23	
24	Alternative tax net operating loss deduction (See the instructions for the limitation that applies)		24	( )
25	Adjusted alternative minimum taxable income. Combine lines 1 through 24		25	17,827.
	Note: Complete Part II below before going to line 26.			
26	Income distribution deduction from Part II, line 44	26 0.		
27	Estate tax deduction (from page 1, line 19)	27		
28	Add lines 26 and 27		28	
29	Estate's or trust's share of alternative minimum taxable income. Subtract line 28 from line 25.		29	17,827.

If line 29 is:

- $22,500 or less, stop here and enter -0- on Schedule G, line 1c. The estate or trust is not liable for the alternative minimum tax.
- Over $22,500, but less than $165,000, go to line 45.
- $165,000 or more, enter the amount from line 29 on line 51 and go to line 52.

Part II - Income Distribution on a Minimum Tax Basis

30	Adjusted alternative minimum taxable income (see page 30 of the instructions)	30	
31	Adjusted tax-exempt interest (other than amounts included on line 8)	31	
32	Total net gain from Schedule D (Form 1041), line 15, column (1). If a loss, enter -0-	32	
33	Capital gains for the tax year allocated to corpus and paid or permanently set aside for charitable purposes (from Schedule A, line 4)	33	
34	Capital gains paid or permanently set aside for charitable purposes from gross income (see page 30 of the instructions)	34	
35	Capital gains computed on a minimum tax basis included on line 25	35	( )
36	Capital losses computed on a minimum tax basis included on line 25. Enter as a positive amount	36	
37	Distributable net alternative minimum taxable income (DNAMTI). Combine lines 30 through 36. If zero or less, enter -0-	37	
38	Income required to be distributed currently (from Schedule B, line 9)	38	
39	Other amounts paid, credited, or otherwise required to be distributed (from Schedule B, line 10)	39	
40	Total distributions. Add lines 38 and 39	40	
41	Tax-exempt income included on line 40 (other than amounts included on line 8)	41	
42	Tentative income distribution deduction on a minimum tax basis. Subtract line 41 from line 40	42	
43	Tentative income distribution deduction on a minimum tax basis. Subtract line 31 from line 37. If zero or less, enter -0-	43	
44	**Income distribution deduction on a minimum tax basis.** Enter the smaller of line 42 or line 43. Enter here and on line 26	44	

S CORPORATION PORTION

Form 1041 (2006) ERIC BERNSTEIN IRREVOCABLE TRUST 20-7294133 Page 4

Part III - Alternative Minimum Tax

45	Exemption amount			45	$22,500
46	Enter the amount from line 29	46			
47	Phase-out of exemption amount	47	$75,000		
48	Subtract line 47 from line 46. If zero or less, enter -0-	48			
49	Multiply line 48 by 25% (.25)			49	
50	Subtract line 49 from line 45. If zero or less, enter -0-			50	
51	Subtract line 50 from line 46			51	17,827.
52	Go to Part IV of Schedule I to figure line 52 if the estate or trust has qualified dividends or has a gain on lines 14a and 15 of column (2) of Schedule D (Form 1041) (as refigured for the AMT, if necessary). Otherwise, if line 51 is - • $175,000 or less, multiply line 51 by 26% (.26). • Over $175,000, multiply line 51 by 28% (.28) and subtract $3,500 from the result			52	4,635.
53	Alternative minimum foreign tax credit (see page 31 of the instructions)			53	
54	Tentative minimum tax. Subtract line 53 from line 52			54	4,635.
55	Enter the tax from Schedule G, line 1a (minus any foreign tax credit from Schedule G, line 2a)			55	6,244.
56	Alternative minimum tax. Subtract line 55 from line 54. If zero or less, enter -0-. Enter here and on Schedule G, line 1c			56	0.

Part IV - Line 52 Computation Using Maximum Capital Gains Rates

Caution: If you did not complete Part V of Schedule D (Form 1041), the Schedule D Tax Worksheet, or the Qualified Dividends Tax Worksheet, see page 32 of the instructions before completing this part.

57	Enter the amount from line 51			57	
58	Enter the amount from Schedule D (Form 1041), line 22, or line 13 of the Schedule D Tax Worksheet, or line 4 of the Qualified Dividends Tax Worksheet, whichever applies (as refigured for the AMT, if necessary)	58			
59	Enter the amount from Schedule D (Form 1041), line 14b, column (2) (as refigured for the AMT, if necessary). If you did not complete Schedule D for the regular tax or the AMT, enter -0-	59			
60	If you did not complete a Schedule D Tax Worksheet for the regular tax or the AMT, enter the amount from line 58. Otherwise, add lines 58 and 59 and enter the **smaller** of that result or the amount from line 10 of the Schedule D Tax Worksheet (as refigured for the AMT, if necessary)	60			
61	Enter the **smaller** of line 57 or line 60			61	
62	Subtract line 61 from line 57			62	
63	If line 62 is $175,000 or less, multiply line 62 by 26% (.26). Otherwise, multiply line 62 by 28% (.28) and subtract $3,500 from the result		▶	63	
64	Maximum amount subject to the 5% rate	64	$2,050		
65	Enter the amount from line 23 of Schedule D (Form 1041), line 14 of the Schedule D Tax Worksheet, or line 5 of the Qualified Dividends Tax Worksheet, whichever applies (as figured for the regular tax). If you did not complete Schedule D or either worksheet for the regular tax, enter -0-	65			
66	Subtract line 65 from line 64. If zero or less, enter -0-	66			
67	Enter the **smaller** of line 57 or line 58	67			
68	Enter the **smaller** of line 66 or line 67	68			
69	Multiply line 68 by 5% (.05)		▶	69	
70	Subtract line 68 from line 67	70			
71	Multiply line 70 by 15% (.15)		▶	71	
	If line 59 is zero or blank, skip lines 72 and 73 and go to line 74. Otherwise, go to line 72.				
72	Subtract line 67 from line 61	72			
73	Multiply line 72 by 25% (.25)		▶	73	
74	Add lines 63, 69, 71, and 73			74	
75	If line 57 is $175,000 or less, multiply line 57 by 26% (.26). Otherwise, multiply line 57 by 28% (.28%) and subtract $3,500 from the result			75	
76	Enter the **smaller** of line 74 or line 75 here and on line 52			76	

JWA Form **1041** (2006)

619862
02-05-07

ERIC BERNSTEIN IRREVOCABLE TRUST 20-7294133

FORM 1041 LATE PAYMENT INTEREST STATEMENT 1

DESCRIPTION	DATE	AMOUNT	BALANCE	RATE	DAYS	INTEREST
TAX DUE	04/15/07	6,244.	6,244.	.0700	76	92.
INTEREST RATE CHANGE	06/30/07	0.	6,336.	.0800	107	150.
DATE FILED	10/15/07		6,486.			
TOTAL LATE PAYMENT INTEREST						242.

FORM 1041 LATE PAYMENT PENALTY STATEMENT 2

DESCRIPTION	DATE	AMOUNT	BALANCE	MONTHS	PENALTY
TAX DUE	04/15/07	6,244.	6,244.	6	187.
DATE FILED	10/15/07				
TOTAL LATE PAYMENT PENALTY					187.

ERIC BERNSTEIN IRREVOCABLE TRUST 20-7294133

ESBT INTEREST STATEMENT 3

DESCRIPTION	U.S. INTEREST	OTHER TAXABLE INTEREST
LIC HOLDINGS, INC. - REGULAR INTEREST	0.	83.
SUBTOTALS	0.	83.
TOTAL INTEREST		83.

ESBT OTHER ORDINARY INCOME STATEMENT 4

DESCRIPTION	AMOUNT
FROM - LIC HOLDINGS, INC.	17,757.
TOTAL TO ESBT WORKSHEET	17,757.

ESBT SCHEDULE I PASSIVE ACTIVITY LOSS STATEMENT 5

NAME OF ACTIVITY	FORM	NET INCOME (LOSS) AMT	NET INCOME (LOSS) REGULAR	ADJUSTMENT
LIC HOLDINGS, INC.	SCH E	17,744.	17,757.	<13.>
TOTAL TO SCHEDULE I, LINE 15				<13.>

ESBT FORM 8582 OTHER PASSIVE ACTIVITIES - WORKSHEET 3 STATEMENT 6

NAME OF ACTIVITY	CURRENT YEAR NET INCOME	CURRENT YEAR NET LOSS	PRIOR YEAR UNALLOWED LOSS	OVERALL GAIN OR LOSS GAIN	OVERALL GAIN OR LOSS LOSS
LIC HOLDINGS, INC.	17,757.	0.	0.	17,757.	0.
TOTALS	17,757.	0.	0.	17,757.	0.

ERIC BERNSTEIN IRREVOCABLE TRUST 20-7294133

ESBT FORM 8582 SUMMARY OF PASSIVE ACTIVITIES STATEMENT 7

R R E A - NAME	FORM OR SCHEDULE	GAIN/LOSS	PRIOR YEAR C/O	NET GAIN/LOSS	UNALLOWED LOSS	ALLOWED LOSS
LIC HOLDINGS, INC.	SCH E	17,757.	0.	17,757.	0.	0.
TOTALS		17,757.	0.	17,757.	0.	0.

PRIOR YEAR CARRYOVERS ALLOWED DUE TO CURRENT YEAR NET ACTIVITY INCOME

TOTAL TO FORM 8582, LINE 11 0.

ESBT FORM 8582 ALTERNATIVE MINIMUM TAX STATEMENT 8
OTHER PASSIVE ACTIVITIES - WORKSHEET 3

NAME OF ACTIVITY	CURRENT YEAR NET INCOME	CURRENT YEAR NET LOSS	PRIOR YEAR UNALLOWED LOSS	OVERALL GAIN OR LOSS GAIN	OVERALL GAIN OR LOSS LOSS
LIC HOLDINGS, INC.	17,744.	0.	0.	17,744.	0.
TOTALS	17,744.	0.	0.	17,744.	0.

SECURITY WARNING: THE FACE OF THIS DOCUMENT FEATURES A COLORED BACKGROUND AND MICROPRINT BORDERS. THE REVERSE SIDE FEATURES AN ARTIFICIAL WATERMARK

ARBITRAGE INTERNATIONAL MANAGEMENT LLC
950 PENINSULA CORPORATE CIRCLE
SUITE 3010
BOCA RATON, FL 33487

WACHOVIA BANK, N.A.
63-643/670

2780

10/3/07

PAY TO THE ORDER OF Eric Bernstein Trust $17,073.86

Seventeen Thousand, Seventy Three and 86/00 ——— DOLLARS

MEMO: LIC Distribution

Jed Bernstein
AUTHORIZED SIGNATURE

⑈002780⑈ ⑆067006432⑆ 2000034069950⑈

TRUST AGREEMENT

FOR THE

MICHAEL A. BERNSTEIN IRREVOCABLE TRUST

September 7, 2006

TRUST AGREEMENT

FOR THE

MICHAEL A. BERNSTEIN IRREVOCABLE TRUST

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

ARTICLE 1
BENEFICIARY

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

ARTICLE 2
TRANSFERS TO TRUST

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

ARTICLE 3
IRREVOCABLE PROVISION

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

ARTICLE 4
ADMINISTRATION OF TRUST

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

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

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

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

ARTICLE 5
PROVISIONS GOVERNING TRUSTEES

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

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

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

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

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

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

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

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

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

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

indemnification right will extend to the estate, personal representatives, legal successors, and assigns of a Trustee.

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

ARTICLE 6
PROTECTION OF INTERESTS

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

ARTICLE 7
FIDUCIARY POWERS

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

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

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

7.3 Tangible Personal Property. To receive and hold tangible personal property; to pay or refrain from paying storage and insurance charges for such property;

and to permit any beneficiaries to use such property without either the Trustee or beneficiaries incurring any liability for wear, tear, and obsolescence of the property.

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

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

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

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

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

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

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

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

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

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

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

options, puts, calls, straddles, or other methods of buying or selling securities, as well as all related transactions.

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

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

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

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

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

sees fit, all as provided in Section 738.1041 of the Florida Statutes, despite any provision of those sections to the contrary.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 8
SUBCHAPTER S STOCK

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

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

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

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

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

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

(d) Final Distribution. If the QSST is terminated during the beneficiary's life, the Trustee shall distribute all remaining assets of that separate trust to that beneficiary. If the beneficiary dies before that trust's termination, all remaining

assets of the QSST are to be distributed as provided in the original trust, but subject to this article.

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

ARTICLE 9
PERPETUITIES PROVISION

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

ARTICLE 10
ADMINISTRATION AND CONSTRUCTION

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 11
MISCELLANEOUS PROVISIONS

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

(a) Trustees.

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

(2) **Corporate Trustee** means a trustee that is a bank, trust company, or other entity authorized to serve as a trustee under the laws of the United States or any state thereof that is not a Related Person to the Settlor. A bank or trust company that does not meet this requirement cannot serve as Trustee.

(b) Internal Revenue Code Terms.

(1) **Internal Revenue Code** means the federal Internal Revenue Code of 1986, as amended from time to time, or successor provisions of future federal internal revenue laws.

(2) The terms **health, education, support, and maintenance** are intended to set forth an "ascertainable standard," as described in the Internal Revenue Code and its associated Regulations. To the extent not inconsistent with the foregoing, "health" means a beneficiary's physical and mental health, including but not limited to payments for

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

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

(c) Other Terms.

(1) Distributions that are to be made to a person's **descendants, per stirpes**, will be divided into equal shares, so that there will be one share for each living child (if any) of that person and one share for each deceased child who has then living descendants. The share of each deceased child will be further divided among his or her descendants on a per stirpes basis, by reapplying the preceding rule to that deceased child and his or her descendants as many times as necessary.

(2) **Disabled** or **under a disability** means (i) being under the legal age of majority, (ii) having been adjudicated to be incapacitated, or (iii) being unable to manage properly personal or financial affairs because of a mental or physical impairment (whether temporary or permanent in nature). A written certificate executed by an individual's attending physician confirming that person's impairment will be sufficient evidence of disability under item (iii) above, and all persons may rely conclusively on such a certificate.

(3) Removal of a Trustee **for cause** includes, without limitation, the following: the willful or negligent mismanagement of the trust assets by that individual Trustee; the abuse or abandonment of, or inattention to, the trust by that individual Trustee; a federal or state charge against that individual Trustee involving the commission of

a felony or serious misdemeanor; an act of theft, dishonesty, fraud, embezzlement, or moral turpitude by that individual Trustee; or the use of narcotics or excessive use of alcohol by that individual Trustee.

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

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

(a) A **general power of appointment** granted to a person is one that can be exercised in favor of that person or his or her estate, his or her creditors, or the creditors of his or her estate.

(b) A **special power of appointment** is any power that is not a general power.

(c) A **testamentary power of appointment** (either general or special) is exercisable upon the powerholder's death by his or her Last Will or by a revocable trust agreement established by that person, but only by specific reference to the instrument creating the power. A "testamentary power of appointment" may not be exercised in favor of the person possessing the power.

(d) In determining whether a person has exercised a testamentary power of appointment, the Trustee may rely upon an instrument admitted to probate in any jurisdiction as that person's Last Will, or upon any trust agreement certified to be valid and authentic by sworn statement of the trustee who is serving under that trust agreement. If the Trustee has not received written notice of such an instrument within six months after the powerholder's death, the Trustee may presume that the powerholder failed to exercise that power and will not be liable for acting in accordance with that presumption.

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

11.4 Certifications.

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

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

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

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

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

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

Executed as of the date first written above.

Signed in the presence of:

SETTLOR

Simon Bernstein

Two witnesses as to Simon Bernstein

Signed in the presence of:

TRUSTEE

Gerald R. Lewin

Two witnesses as to Gerald R. Lewin

Schedule A
Initial Transfers to Trust

Transfer of 6 shares of LIC Holdings, Inc.

STANFORD TRUST COMPANY
445 North Blvd, Suite 820
Baton Rouge, LA 70802

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

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

Cover Page

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Stanford Trust Company Successor
Trustee for The Michael A. Bernstein
Irrevocable Trust
STBR10047

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Please visit our website @ www.stanfordtrustco.com

Simon Bernstein
950 Peninsula Corp. Circle, Ste 3010
Boca Raton, FL 33487-1387

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STANFORD TRUST COMPANY
445 North Blvd, Suite 820
Baton Rouge, LA 70802

Account Summary

Statement of Value and Activity

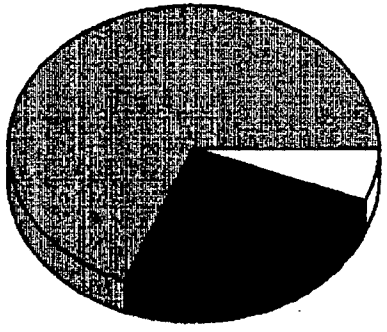
January 1, 2008 - March 31, 2008

Market Value Reconciliation

	This Period	1/1/08 to 3/31/08
Beginning Market Value	**$0.00**	**$0.00**
Additions	$120,000.00	$120,000.00
Distributions	$0.00	$0.00
Fees/Expenses/Taxes	-$6,727.72	-$6,727.72
Income	$491.85	$491.85
Capital Gain Distributions	$0.00	$0.00
Non Cash Asset Changes	$0.00	$0.00
Asset Transfers	$0.00	$0.00
Change in Market Value	$12,098.76	$12,098.76
Ending Market Value	**$125,862.89**	**$125,862.89**
Realized Gains/Losses (Included in Total Above)	-$52.67	-$52.67

Asset Allocation Summary

	Asset Class	Balance
69%	Equity	$90,739.39
25%	Fixed Income	$32,811.35
6%	Cash & Equivalents	$8,490.33
100%	**Total Assets Value**	**$132,041.07**
	Total Liabilities Value	**-$6,178.18**
	Total Portfolio Value	**$125,862.89**



Investment Objective: Balanced Growth - Seeks to provide current income with the opportunity for long-term growth of capital

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Asset Detail

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Asset Detail

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Cash & Equivalents						
Money Market Funds						
SEI Daily Income TR Treas #38 CL A CUSIP: 783965726	2,312.15	$1.00	$2,312.15	$2,312.15	$0.00	$27.28
			$2,312.15	$2,312.15	$0.00	$27.28
Cash						
Principal Cash			$6,178.18			
			$6,178.18	$0.00	$0.00	$0.00
Total Cash & Equivalents			**$8,490.33**	**$2,312.15**	**$0.00**	**$27.28**
Equity						
Equity Small Cap Value Mutual Funds						
Keeley Small Cap Val Fd-A CUSIP: 487300501	205.47	$26.32	$5,407.92	$5,486.00	-$78.08	$0.00
			$5,407.92	$5,486.00	-$78.08	$0.00
Other Domestic Equity						
Hussman Strategic Growth Fund CUSIP: 448108100	526.83	$15.59	$8,213.20	$8,229.00	-$15.80	$48.47
iShares S&P Gsti Semiconductor Index CUSIP: 464287523	54.00	$49.56	$2,676.24	$2,845.25	-$169.01	$16.20
Market Vectors Agribusiness CUSIP: 57060U605	47.00	$53.61	$2,519.67	$2,787.10	-$267.43	$0.00

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Asset Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Powershares Dynamic Mid Cap Growth CUSIP: 73935X807	256.00	$20.49	$5,245.44	$5,581.06	-$335.62	$0.00
			$18,654.55	$19,442.41	-$787.86	$64.67
Equity International Developed						
ING Global Real Estate Fd-A CUSIP: 44980R326	344.75	$19.75	$6,808.73	$6,857.00	-$48.27	$374.05
Vanguard European ETF CUSIP: 922042874	140.00	$68.79	$9,630.60	$9,812.66	-$182.06	$329.84
			$16,439.33	$16,669.66	-$230.33	$703.89
Equity International Emerging						
Wisdomtree Emg Mtks H/Y Equity CUSIP: 97717W315	77.00	$52.09	$4,010.93	$4,206.65	-$195.72	$37.58
			$4,010.93	$4,206.65	-$195.72	$37.58
Equity International Diverse						
American Capital World G&I-F CUSIP: 140543406	161.88	$40.91	$6,622.31	$6,888.94	-$266.63	$160.42
iShares MSCI Brazil Index Fund CUSIP: 464286400	65.00	$77.03	$5,006.95	$5,620.07	-$613.12	$100.69
iShares MSCI Hong Kong CUSIP: 464286871	148.00	$17.95	$2,656.60	$2,809.04	-$152.44	$56.09
iShares MSCI Singapore CUSIP: 464286673	213.00	$12.77	$2,720.01	$2,728.34	-$8.33	$108.42
iShares MSCI United Kingdom CUSIP: 464286699	123.00	$21.56	$2,651.88	$2,810.32	-$158.44	$103.81

0025728 - 0000127

Asset Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Kinetics Paradigm Fund-No LD CUSIP: 494613607	392.14	$25.94	$10,172.03	$10,972.00	-$799.97	$49.80
Market Vectors Russia ETF CUSIP: 57060U506	82.00	$46.53	$3,815.46	$4,118.16	-$302.70	$9.02
T Rowe Price New Asia CUSIP: 77956H500	367.67	$16.66	$6,125.35	$6,857.00	-$731.65	$69.86
			$39,770.59	$42,803.87	-$3,033.28	$658.11
Equity Mid Cap Value						
Allegiant Mid Cap Value I CUSIP: 01748E831	514.02	$12.56	$6,456.07	$6,857.00	-$400.93	$131.07
			$6,456.07	$6,857.00	-$400.93	$131.07
Total Equity			$90,739.38	$95,465.59	-$4,726.20	$1,595.32
Fixed Income						
Fixed Income Mutual Funds						
Oppenheimer International Bond Fund CUSIP: 68380T103	1,653.10	$6.76	$11,174.98	$10,976.64	$198.34	$732.33
Loomis Sayles Bond Fund CUSIP: 543495832	1,055.96	$14.07	$14,857.30	$15,172.19	-$314.89	$945.08

0025728 - 0900127

Asset Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Pioneer Global High Yield Fund CUSIP: 72369G108	612.94	$11.06	$6,779.07	$6,858.75	-$79.68	$619.68
Total Fixed Income			$32,611.35	$33,007.58	-$196.23	$2,297.09
Total All Assets			**$132,041.07**	**$130,785.32**	**-$4,922.43**	**$3,919.69**
Liabilities Income Cash			-$6,178.18			
Total Liabilities			-$6,178.18	$0.00	$0.00	$0.00
Total All Liabilities			**-$6,178.18**	**$0.00**	**$0.00**	**$0.00**
Portfolio Grand Total			**$125,862.89**	**$130,785.32**	**-$4,922.43**	**$3,919.69**

0025729 - 0000127

Transaction Summary

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Transaction Summary

Transaction Category	Principal Cash	Income Cash
Beginning Cash Balance on 1/1/08	**$0.00**	**$0.00**
Receipts		
Dividend Income	$0.00	$491.85
Other Income	$0.00	$0.00
Interest Income	$0.00	$0.00
Additions	$120,000.00	$0.00
Capital Gain Distributions	$0.00	$0.00
Tax Exempt Dividends & Interest	$0.00	$0.00
Total Receipts	**$120,000.00**	**$491.85**
Disbursements		
Distributions	$0.00	$0.00
Fees	-$57.69	-$57.69
Expenses	$0.00	-$362.34
Taxes	$0.00	-$6,250.00
Total Disbursements	**-$57.69**	**-$6,670.03**
Purchases	**-$388,783.14**	**$0.00**
Sales/Maturities	**$275,029.01**	**$0.00**
Asset Transfers		
Free Receipts	$0.00	$0.00
Free Deliveries	$0.00	$0.00
Total Asset Transfers	**$0.00**	**$0.00**
Other	**$0.00**	**$0.00**
Ending Cash Balance on 3/31/08	**$6,178.18**	**-$6,178.18**

0005729 - 0000127

Transaction Detail

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Transaction Details By Category

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
1/1/08	**Beginning Balance**	**$0.00**	**$0.00**	
	Receipts			
	Dividend Income			
1/2/08	Cash Receipt of Dividend Earned on SEI Daily Income Prime Obl #34 Dividend from 12/1/07 to 12/31/07	$0.00	$13.61	$0.00
2/1/08	Cash Receipt of Dividend Earned on SEI Daily Income Prime Obl #34 Dividend from 1/1/08 to 1/31/08	$0.00	$64.52	$0.00
3/3/08	Cash Receipt of Dividend Earned on SEI Daily Income Prime Obl #34 Dividend from 2/1/08 to 2/29/08	$0.00	$211.92	$0.00
3/3/08	Cash Receipt of Dividend Earned on SEI Daily Income TR Treas #38 CL A Dividend from 2/1/08 to 2/29/08	$0.00	$77.28	$0.00
3/3/08	Cash Receipt of Dividend Earned on Oppenheimer Intl Bond Fd-A Dividend from 2/1/08 to 2/29/08	$0.00	$4.64	$0.00
3/3/08	Cash Receipt of Dividend Earned on Pioneer Global High Yield-A Dividend from 2/1/08 to 2/29/08	$0.00	$1.75	$0.00
3/24/08	Cash Receipt of Dividend Earned on American Capital World G&I-F $0.1983/Unit on 161.076 Units Due 3/24/08	$0.00	$31.94	$0.00
3/26/08	Cash Receipt of Dividend Earned on Loomis Sayles Bond Fund-Ret $0.0821/Unit on 1,049.826 Units Due 3/25/08	$0.00	$86.19	$0.00
		$0.00	$491.85	

0025790 - 0800127

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
	Additions			
2/5/08	Cash Receipt Addition to Account Lic Holdings, Inc Check #1154 DTD 12/31/07	$120,000.00	$0.00	$0.00
		$120,000.00	$0.00	
Total Receipts		**$120,000.00**	**$491.65**	
	Disbursements			
	Fees			
3/25/08	Fee Collected Based on A Market Value of $124,781.18	-$57.69	$0.00	$0.00
3/25/08	Fee Collected Based on A Market Value of $124,781.18	$0.00	-$57.69	$0.00
		-$57.69	-$57.69	
	Expenses			
3/14/08	Cash Disbursement Paid to United States Treasury Other Fees and Expenses Paid for Michael Berstein IRREV Trust Penalty and Interest - 1041 for Period 12/31/06	$0.00	-$362.34	$0.00
		$0.00	-$362.34	

0025750 - 0000127

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
	Taxes			
3/17/08	Cash Disbursement Paid to United States Treasury Federal Estimated Tax Payments Paid for Michael Berstein IRREV Trust 1/15/08 Estimated Tax - 2007 Form 1041-Es	$0.00	-$6,250.00	$0.00
		$0.00	-$6,250.00	
Total Disbursements		**-$57.69**	**-$6,670.03**	
	Purchases			
	Purchases			
1/2/08	Purchased 13.61 Units of SEI Daily Income Prime Obl #34 Trade Date 12/31/07 Posted Thru Mfd Income Reinvestment of Income Received 12/31/07	-$13.61	$0.00	$0.00
2/1/08	Purchased 64.52 Units of SEI Daily Income Prime Obl #34 Trade Date 1/31/08 Reinvestment of Income Received 1/31/08	-$64.52	$0.00	$0.00
2/5/08	Purchased 120,000 Units of SEI Daily Income Prime Obl #34 Trade Date 2/5/08	-$120,000.00	$0.00	$0.00
2/20/08	Purchased 137,151.99 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/20/08	-$137,151.99	$0.00	$0.00
2/28/08	Purchased 514.018 Units of Allegiant Mid Cap Value I Trade Date 2/27/08 514.018 Units At $13.34	-$6,857.00	$0.00	$0.00

0026731 - 0600127

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
2/28/08	Purchased 161.076 Units of American Capital World G&I-F Trade Date 2/27/08 161.076 Units At $42.57	-$6,857.00	$0.00	$0.00
2/28/08	Purchased 526.825 Units of Hussman Strategic Growth Fund Trade Date 2/27/08 526.825 Units At $15.62	-$8,229.00	$0.00	$0.00
2/28/08	Purchased 344.746 Units of ING Global Real Estate Fd-A Trade Date 2/27/08 344.746 Units At $19.89	-$6,857.00	$0.00	$0.00
2/28/08	Purchased 205.468 Units of Keeley Small Cap Val Fd-A Trade Date 2/27/08 205.468 Units At $26.70	-$5,486.00	$0.00	$0.00
2/28/08	Purchased 392.137 Units of Kinetics Paradigm Fund-No LD Trade Date 2/27/08 392.137 Units At $27.98	-$10,972.00	$0.00	$0.00
2/28/08	Purchased 367.668 Units of T Rowe Price New Asia Trade Date 2/27/08 367.668 Units At $18.65	-$6,857.00	$0.00	$0.00
2/28/08	Purchased 1,049.826 Units of Loomis Sayles Bond Fund-Ret Trade Date 2/27/08 1,049.826 Units At $14.37	-$15,086.00	$0.00	$0.00
2/28/08	Purchased 1,652.41 Units of Oppenheimer Intl Bond Fd-A Trade Date 2/27/08 1,652.41 Units At $6.64	-$10,972.00	$0.00	$0.00

0025731 - 0900127

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
2/28/08	Purchased 612.779 Units of Pioneer Global High Yield-A Trade Date 2/27/08 612.779 Units At $11.19	-$6,857.00	$0.00	$0.00
2/29/08	Purchased 65 Units of iShares MSCI Brazil Index Fund Trade Date 2/26/08 65 Units At $86.4626	-$5,620.07	$0.00	$0.00
2/29/08	Purchased 148 Units of iShares MSCI Hong Kong Trade Date 2/26/08 148 Units At $18.98	-$2,809.04	$0.00	$0.00
2/29/08	Purchased 47 Units of Market Vectors Agribusiness Trade Date 2/26/08 47 Units At $59.30	-$2,787.10	$0.00	$0.00
2/29/08	Purchased 56 Units of iShares MSCI Switzerland Index Trade Date 2/26/08 56 Units At $25.476	-$1,426.66	$0.00	$0.00
2/29/08	Purchased 55 Units of Market Vectors Russia ETF Trade Date 2/26/08 55 Units At $50.9094	-$2,800.02	$0.00	$0.00
2/29/08	Purchased 54 Units of iShares S&P Gsti Semiconductor Index Trade Date 2/26/08 54 Units At $52.6899	-$2,845.25	$0.00	$0.00
2/29/08	Purchased 123 Units of iShares MSCI United Kingdom Trade Date 2/26/08 123 Units At $22.8481	-$2,810.32	$0.00	$0.00

0025732 - 0800127

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
2/29/08	Purchased 213 Units of iShares MSCI Singapore Trade Date 2/26/08 213 Units At $12.8091	-$2,728.34	$0.00	$0.00
2/29/08	Purchased 256 Units of Powershares Dynamic Mid Cap Growth Trade Date 2/26/08 256 Units At $21.801	-$5,581.06	$0.00	$0.00
2/29/08	Purchased 140 Units of Vanguard European ETF Trade Date 2/26/08 140 Units At $70.0904	-$9,812.66	$0.00	$0.00
2/29/08	Purchased 77 Units of Wisdomtree Emg Mtks H/Y Equity Trade Date 2/26/08 77 Units At $54.6318	-$4,206.65	$0.00	$0.00
3/3/08	Purchased 77.28 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/29/08 Reinvestment of Income Received 2/29/08	-$77.28	$0.00	$0.00
3/3/08	Purchased 0.694 Units Oppenheimer Intl Bond Fd-A @ $6.69 through Reinvestment of Cash Dividend Due 3/3/08	-$4.64	$0.00	$0.00
3/3/08	Purchased 0.157 Units Pioneer Global High Yield-A @ $11.16 through Reinvestment of Cash Dividend Due 3/3/08	-$1.75	$0.00	$0.00
3/6/08	Purchased 211.92 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/6/08	-$211.92	$0.00	$0.00

0025732 - 0000127

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
3/19/08	Purchased 27 Units of Market Vectors Russia ETF Trade Date 3/14/08 Paid $1.08 Brokerage 27 Units At $48.779983	-$1,318.14	$0.00	$0.00
3/20/08	Purchased 1,373.99 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/20/08	-$1,373.99	$0.00	$0.00
3/24/08	Purchased 0.799 Units American Capital World G&I-F @ $39.96 through Reinvestment of Cash Dividend Due 3/24/08	-$31.94	$0.00	$0.00
3/26/08	Purchased 6.13 Units Loomis Sayles Bond Fund-Ret @ $14.06 through Reinvestment of Cash Dividend Due 3/25/08	-$86.19	$0.00	$0.00
Total Purchases		**-$388,793.14**	**$0.00**	
	Sales/Maturities			
	Sales/Maturities			
2/20/08	Sold 137,151.99 Units of SEI Daily Income Prime Obl #34 Trade Date 2/20/08	$137,151.99	$0.00	$0.00
2/28/08	Sold 85,030 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/28/08	$85,030.00	$0.00	$0.00
2/29/08	Sold 43,427.17 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/29/08	$43,427.17	$0.00	$0.00
3/14/08	Sold 362.34 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/14/08	$362.34	$0.00	$0.00

0025733 - 0800127

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
3/17/08	Sold 6,250 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/17/08	$6,250.00	$0.00	$0.00
3/19/08	Sold 1,318.14 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/19/08	$1,318.14	$0.00	$0.00
3/20/08	Sold 56 Units of iShares MSCI Switzerland Index Trade Date 3/17/08 Paid $2.24 Brokerage Paid $0.02 SEC Fee St Capital Loss of $52.67- on Federal Cost Federal Tax Cost $1,426.66 56 Units At $24.575952	$1,373.99	$0.00	-$52.67
3/25/08	Sold 115.38 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/25/08	$115.38	$0.00	$0.00
Total Sales/Maturities		**$275,029.01**	**$0.00**	
3/31/08	**Ending Balance**	**$6,178.18**	**-$6,178.18**	

0225733 - 0000127

Pending Trades

Statement of Value and Activity

January 1, 2008 - March 31, 2008

No pending trades.

0025724 - 0000127

0025734 - 0000127

STANFORD TRUST COMPANY
445 North Blvd, Suite 820
Baton Rouge, LA 70802

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

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

Cover Page

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Stanford Trust Company Successor
Trustee for The Michael A. Bernstein
Irrevocable Trust
STBR10047

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Please visit our website @ www.stanfordtrustco.com

Michael Bernstein
c/o Simon Bernstein
15807 Menton Bay Ct.
Delray Beach FL 33446

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STANFORD TRUST COMPANY
445 North Blvd, Suite 820
Baton Rouge, LA 70802

Account Summary

Statement of Value and Activity

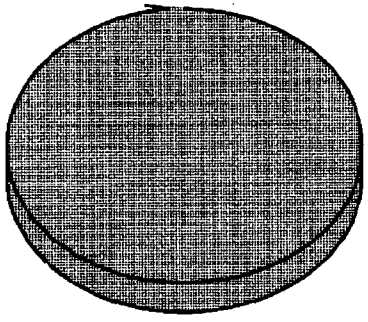
October 1, 2007 - December 31, 2007

Market Value Reconciliation

	This Period	*1/1/07 to 12/31/07*
Beginning Market Value	**$0.00**	**$0.00**
Additions	$17,073.86	$17,073.86
Distributions	$0.00	$0.00
Fees/Expenses/Taxes	$0.00	$0.00
Income	$0.00	$0.00
Capital Gain Distributions	$0.00	$0.00
Non Cash Asset Changes	$0.00	$0.00
Asset Transfers	$0.00	$0.00
Change in Market Value	$0.00	$0.00
Ending Market Value	**$17,073.86**	**$17,073.86**
Realized Gains/Losses (Included in Total Above)	$0.00	$0.00

Asset Allocation Summary

	Asset Class	*Balance*
100%	Cash & Equivalents	$17,073.86
100%	**Total Assets Value**	**$17,073.86**



Investment Objective: Balanced Growth - Seeks to provide current income with the opportunity for long-term growth of capital

Asset Detail

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Asset Detail

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Cash & Equivalents						
Money Market Funds						
SEI Daily Income Prime Obl #34 CUSIP: 783965403	17,073.86	$1.00	$17,073.86	$17,073.86	$0.00	$828.08
Total Cash & Equivalents			$17,073.86	$17,073.86	$0.00	$828.08
Total All Assets			**$17,073.86**	**$17,073.86**	**$0.00**	**$828.08**

Transaction Summary

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Transaction Summary

Transaction Category	Principal Cash	Income Cash
Beginning Cash Balance on 10/1/07	**$0.00**	**$0.00**
Receipts		
Dividend Income	$0.00	$0.00
Other Income	$0.00	$0.00
Interest Income	$0.00	$0.00
Additions	$17,073.86	$0.00
Capital Gain Distributions	$0.00	$0.00
Tax Exempt Dividends & Interest	$0.00	$0.00
Total Receipts	**$17,073.86**	**$0.00**
Disbursements		
Distributions	$0.00	$0.00
Fees	$0.00	$0.00
Expenses	$0.00	$0.00
Taxes	$0.00	$0.00
Total Disbursements	**$0.00**	**$0.00**
Purchases	**-$17,073.86**	**$0.00**
Sales/Maturities	**$0.00**	**$0.00**
Asset Transfers		
Free Receipts	$0.00	$0.00
Free Deliveries	$0.00	$0.00
Total Asset Transfers	**$0.00**	**$0.00**
Other	**$0.00**	**$0.00**
Ending Cash Balance on 12/31/07	**$0.00**	**$0.00**

Transaction Detail

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Transaction Details By Category

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
10/1/07	**Beginning Balance**	**$0.00**	**$0.00**	
	Receipts			
	Additions			
12/26/07	Cash Receipt Deposits Arbitrage International Ck#2783 DTD 10/3/07	$17,073.86	$0.00	$0.00
Total Receipts		**$17,073.86**	**$0.00**	
	Purchases			
	Purchases			
12/26/07	Purchased 17,073.86 Units of SEI Daily Income Prime Obl #34 Trade Date 12/26/07	-$17,073.86	$0.00	$0.00
Total Purchases		**-$17,073.86**	**$0.00**	
12/31/07	**Ending Balance**	**$0.00**	**$0.00**	

Pending Trades

Statement of Value and Activity

October 1, 2007 - December 31, 2007

No pending trades.

Form **1041** Department of the Treasury - Internal Revenue Service

U.S. Income Tax Return for Estates and Trusts

2006

OMB No. 1545-0092

For calendar year 2006 or fiscal year beginning , 2006 and ending

COPY

A Type of entity:
- [ ] Decedent's estate
- [ ] Simple trust
- [X] Complex trust
- [ ] Qualified disability trust
- [X] ESBT (S portion only)
- [ ] Grantor type trust
- [ ] Bankruptcy estate-Ch. 7
- [ ] Bankruptcy estate-Ch. 11
- [ ] Pooled income fund

Name of estate or trust (If a grantor type trust, see page 12 of the instructions.)
MICHAEL BERNSTEIN IRREVOCABLE TRUST

Name and title of fiduciary
STANFORD TRUST COMPANY, TRUSTEE

Number, street, and room or suite no. (If a P.O. box, see page 12 of the instructions.)
445 NORTH BOULEVARD, 8TH FLOOR EAST

City or town, state, and ZIP code
BATON ROUGE, LA 70802

C Employer identification number
20 7294143

D Date entity created
09/01/2006

E Nonexempt charitable and split-interest trusts, check applicable boxes (see pg 13 of the instr.):
- [ ] Described in section 4947(a)(1)
- [ ] Not a private foundation
- [ ] Described in section 4947(a)(2)

B No. of Sch K-1 attached ▶ 0

F Check applicable boxes:
- [X] Initial return
- [ ] Final return
- [ ] Amended return
- [ ] Change in trust's name
- [ ] Change in fiduciary
- [ ] Change in fiduciary's name
- [ ] Change in fiduciary's address

G Pooled mortgage account (see page 14 of the instructions): [ ] Bought [ ] Sold Date:

Income	1	Interest income	1
	2a	Total ordinary dividends	2a
	b	Qualified dividends allocable to: (1) Beneficiaries _____ (2) Estate or trust _____	
	3	Business income or (loss). Attach Schedule C or C-EZ (Form 1040)	3
	4	Capital gain or (loss). Attach Schedule D (Form 1041)	4
	5	Rents, royalties, partnerships, other estates and trusts, etc. Attach Schedule E (Form 1040)	5
	6	Farm income or (loss). Attach Schedule F (Form 1040)	6
	7	Ordinary gain or (loss). Attach Form 4797	7
	8	Other income. List type and amount	8
	9	**Total income.** Combine lines 1, 2a, and 3 through 8 ▶	9
Deductions	10	Interest. Check if Form 4952 is attached ▶ [ ]	10
	11	Taxes	11
	12	Fiduciary fees	12
	13	Charitable deduction (from Schedule A, line 7)	13
	14	Attorney, accountant, and return preparer fees	14
	15a	Other deductions not subject to the 2% floor (attach schedule)	15a
	b	Allowable miscellaneous itemized deductions subject to the 2% floor	15b
	16	Add lines 10 through 15b ▶	16
	17	Adjusted total income or (loss). Subtract line 16 from line 9	17
	18	Income distribution deduction (from Schedule B, line 15). Attach Schedules K-1 (Form 1041)	18
	19	Estate tax deduction including certain generation-skipping taxes (attach computation)	19
	20	Exemption	20 100.
	21	Add lines 18 through 20 ▶	21 100.
Tax and Payments	22	Taxable income. Subtract line 21 from line 17. If a loss, see page 20 of the instructions	22 <100.>
	23	**Total tax** (from Schedule G, line 7)	23 6,245.
	24	**Payments:** a 2006 estimated tax payments and amount applied from 2005 return	24a
	b	Estimated tax payments allocated to beneficiaries (from Form 1041-T)	24b
	c	Subtract line 24b from line 24a	24c
	d	Tax paid with Form 7004 (see page 20 of the instructions)	24d
	e	Federal income tax withheld. If any is from Form(s) 1099, check ▶ [ ]	24e
	f	Credit for federal telephone excise tax paid. Attach Form 8913	24f
		Other payments: g Form 2439 _____ ; h Form 4136 _____ ; Total ▶	24i
	25	**Total payments.** Add lines 24c through 24f, and 24i ▶	25
	26	Estimated tax penalty (see page 20 of the instructions)	26
	27	**Tax due.** If line 25 is smaller than the total of lines 23 and 26, enter amount owed **	27 6,245.
	28	**Overpayment.** If line 25 is larger than the total of lines 23 and 26, enter amount overpaid	28
	29	Amount of line 28 to be: a Credited to 2007 estimated tax ▶ ; b Refunded ▶	29

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Signature of fiduciary or officer representing fiduciary | Date | EIN of fiduciary if a financial institution

May the IRS discuss this return with the preparer shown below (see instr.)? [X] Yes [ ] No

Paid Preparer's Use Only JWA

Preparer's signature | Date 12/8/07 | Check if self-employed [ ] | Preparer's SSN or PTIN P00127193

Firm's name (or yours if self-employed), address, and ZIP code
GOLDSTEIN LEWIN & CO.
1900 N.W. CORPORATE BLVD. STE E-300
BOCA RATON, FL 33431-8502

EIN 59 2147155

Phone no. (561)994-5050

816501
02-05-07 For Privacy Act and Paperwork Reduction Act Notice, see the separate instructions. ** STMT 1 STMT 2 Form **1041** (2006)

Form **7004**
(Rev. December 2006)
Department of the Treasury
Internal Revenue Service

Application for Automatic 6-Month Extension of Time To File Certain Business Income Tax, Information, and Other Returns

▸ File a separate application for each return.

OMB No. 1545-0233

Type or Print

File by the due date for the return for which an extension is requested. See instructions.

Name: Michael Bernstein Irrevocable Trust

Identifying number: 20-7294143

Number, street, and room or suite no. (If P.O. box, see instructions.): c/o Goldstein Lewin & Co. 1900 NW Corp. Blvd. Suite 300E

City, town, state, and ZIP code (If a foreign address, enter city, province or state, and country (follow the country's practice for entering postal code)): Boca Raton, FL 33431

Note. See instructions before completing this form.

1 Enter the form code for the return that this application is for (see below)..... 05

2 If the foreign corporation does not have an office or place of business in the United States, check here..... ▸ ☐

3 If the organization is a corporation or partnership that qualifies under Regulations section 1.6081-5, check here. ▸ ☐

4a The application is for calendar year 2006, or tax year beginning ___, 20__, and ending ___, 20__

b **Short tax year.** If this tax year is less than 12 months, check the reason:
☐ Initial return ☐ Final return ☐ Change in accounting period ☐ Consolidated return to be filed

5 If the organization is a corporation and is the common parent of a group that intends to file a consolidated return, check here..... ▸ ☐
If checked, attach a schedule, listing the name, address, and Employer Identification Number (EIN) for each member covered by this application.

6	Tentative total tax.....	6	0.00
7	Total payments and credits (see instructions).....	7	0.00
8	**Balance due.** Subtract line 7 from line 6. **Generally, you must deposit this amount using the Electronic Federal Tax Payment System (EFTPS), a Federal Tax Deposit (FTD) Coupon, or Electronic Funds Withdrawal (EFW)** (see instructions for exceptions).....	8	0.00

Application Is For:	Form Code	Application Is For:	Form Code
[redacted]		Form 1120-H	17
Form 706-GS(T)	02	[redacted]	
[redacted]		Form 1120-ND	19
Form 1041 (estate)	04	[redacted]	
[redacted]		Form 1120-PC	21
Form 1041-N	06	[redacted]	
[redacted]		Form 1120-REIT	23
Form 1042	08	[redacted]	
[redacted]		Form 1120-S	25
Form 1065-B	10	[redacted]	
[redacted]		Form 3520-A	27
Form 1120	12	[redacted]	
[redacted]		Form 8613	29
Form 1120-A	14	[redacted]	
[redacted]		Form 8804	31
Form 1120-F	15	[redacted]	
[redacted]		Form 8876	33

For Paperwork Reduction Act Notice, see instructions. Form **7004** (Rev. 12-2006)

ISA
STF XDXP1000

Schedule A Charitable Deduction. Do not complete for a simple trust or a pooled income fund.

1	Amounts paid or permanently set aside for charitable purposes from gross income (see page 21 of the instructions)	1	
2	Tax-exempt income allocable to charitable contributions (see page 21 of the instructions)	2	
3	Subtract line 2 from line 1	3	
4	Capital gains for the tax year allocated to corpus and paid or permanently set aside for charitable purposes	4	
5	Add lines 3 and 4	5	
6	Section 1202 exclusion allocable to capital gains paid or permanently set aside for charitable purposes (see instructions)	6	
7	Charitable deduction. Subtract line 6 from 5. Enter here and on page 1, line 13	7	

Schedule B Income Distribution Deduction

1	Adjusted total income (see page 22 of the instructions)		1	
2	Adjusted tax-exempt interest		2	
3	Total net gain from Schedule D (Form 1041), line 15, column (1) (see page 22 of the instructions)		3	
4	Enter amount from Schedule A, line 4 (minus any allocable section 1202 exclusion)		4	
5	Capital gains for the tax year included on Schedule A, line 1 (see page 22 of the instructions)		5	
6	Enter any gain from page 1, line 4, as a negative number. If page 1, line 4, is a loss, enter the loss as a positive number		6	
7	Distributable net income (DNI). Combine lines 1 through 6. If zero or less, enter -0-		7	
8	If a complex trust, enter accounting income for the tax year as determined under the governing instrument and applicable local law	8 0.		
9	Income required to be distributed currently		9	
10	Other amounts paid, credited, or otherwise required to be distributed		10	
11	Total distributions. Add lines 9 and 10. If greater than line 8, see page 22 of the instructions		11	
12	Enter the amount of tax-exempt income included on line 11		12	
13	Tentative income distribution deduction. Subtract line 12 from line 11		13	
14	Tentative income distribution deduction. Subtract line 2 from line 7. If zero or less, enter -0-		14	
15	Income distribution deduction. Enter the smaller of line 13 or line 14 here and on page 1, line 18		15	

Schedule G Tax Computation (see page 23 of the instructions)

1	Tax: a Tax on taxable income (see page 23 of the instructions)	1a	0.		
	b Tax on lump-sum distributions. Attach Form 4972	1b			
	c Alternative minimum tax (from Schedule I, line 56)	1c			
	d Total. Add lines 1a through 1c ▶			1d	0.
2a	Foreign tax credit. Attach Form 1116	2a			
	b Other nonbusiness credits (attach schedule)	2b			
	c General business credit. Enter here and check which forms are attached: ☐ Form 3800 ☐ Forms (specify) ▶	2c			
	d Credit for prior year minimum tax. Attach Form 8801	2d			
3	Total credits. Add lines 2a through 2d ▶			3	
4	Subtract line 3 from line 1d. If zero or less, enter -0-			4	0.
5	Recapture taxes. Check if from: ☐ Form 4255 ☐ Form 8611			5	
6	Household employment taxes. Attach Schedule H (Form 1040)			6	
7	Total tax. Add lines 4 through 6. Enter here and on page 1, line 23 ▶			7	6,245.

Other Information SEC. 641(C): 6,245.

		Yes	No
1	Did the estate or trust receive tax-exempt income? If "Yes," attach a computation of the allocation of expenses. Enter the amount of tax-exempt interest income and exempt-interest dividends ▶ $		X
2	Did the estate or trust receive all or any part of the earnings (salary, wages, and other compensation) of any individual by reason of a contract assignment or similar arrangement?		X
3	At any time during calendar year 2006, did the estate or trust have an interest in or a signature or other authority over a bank, securities, or other financial account in a foreign country? See page 25 of the instructions for exceptions and filing requirements for Form TD F 90-22.1. If "Yes," enter the name of the foreign country ▶		X
4	During the tax year, did the estate or trust receive a distribution from, or was it the grantor of, or transferor to, a foreign trust? If "Yes," the estate or trust may have to file Form 3520. See page 25 of the instructions		X
5	Did the estate or trust receive, or pay, any qualified residence interest on seller-provided financing? If "Yes," see page 25 for required attachment		X
6	If this is an estate or a complex trust making the section 663(b) election, check here (see page 25 of the instructions) ▶ ☐		
7	To make a section 643(e)(3) election, attach Schedule D (Form 1041), and check here (see page 25 of the instructions) ▶ ☐		
8	If the decedent's estate has been open for more than 2 years, attach an explanation for the delay in closing the estate, and check here ▶ ☐		
9	Are any present or future trust beneficiaries skip persons? See page 25 of the instructions	X	

1041	Electing Small Business Trust Tax Calculation	2006

Name of Trust: MICHAEL BERNSTEIN IRREVOCABLE TRUST

Employer ID Number: 20-7294143

Income		
Interest	SEE STATEMENT 3	84.
Total Ordinary Dividends		
Less: Qualified Dividends		
Net Dividends		
Other Ordinary Income	SEE STATEMENT 4	17,758.
Net Short-Term Capital Gain		
Ordinary Gains		
Other Income		
Total Income		17,842.
Deductions		
Interest		
Taxes		
Fiduciary Fees		
Charitable Deduction		
Attorney, Accountant, Return Preparation Fees		
Other Deductions - Not Subject to 2% Limit		
Other Deductions - Subject to 2% Limit		
Total Deductions		
Tax and Credits		
Taxable Income		17,842.
Tax - 35%		6,245.
Net Long-Term Capital Gain and Qualified Dividends		
Tax		
Total Regular Tax		6,245.
Alternative Minimum Tax		
Total Tax		6,245.
Credits		
Recapture and Other Taxes		
Net Tax - to Form 1041, Schedule G, line 7		6,245.

624401
05-01-06

S CORPORATION PORTION

Form 1041 (2006) MICHAEL BERNSTEIN IRREVOCABLE TRUST 20-7294143 Page 3

Schedule I **Alternative Minimum Tax** (see pages 26 through 32 of the instructions)

Part I - Estate's or Trust's Share of Alternative Minimum Taxable Income

1	Adjusted total income or (loss) (from page 1, line 17)		1	17,842.
2	Interest		2	
3	Taxes		3	
4	Miscellaneous itemized deductions (from page 1, line 15b)		4	
5	Refund of taxes		5	( )
6	Depletion (difference between regular tax and AMT)		6	
7	Net operating loss deduction. Enter as a positive amount		7	
8	Interest from specified private activity bonds exempt from the regular tax		8	
9	Qualified small business stock (see page 27 of the instructions)		9	
10	Exercise of incentive stock options (excess of AMT income over regular tax income)		10	
11	Other estates and trusts (amount from Schedule K-1 (Form 1041), box 12, code A)		11	
12	Electing large partnerships (amount from Schedule K-1 (Form 1065-B), box 6)		12	
13	Disposition of property (difference between AMT and regular tax gain or loss)		13	
14	Depreciation on assets placed in service after 1986 (difference between regular tax and AMT)		14	
15	Passive activities (difference between AMT and regular tax income or loss)	SEE STATEMENT 5	15	<13.>
16	Loss limitations (difference between AMT and regular tax income or loss)		16	
17	Circulation costs (difference between regular tax and AMT)		17	
18	Long-term contracts (difference between AMT and regular tax income)		18	
19	Mining costs (difference between regular tax and AMT)		19	
20	Research and experimental costs (difference between regular tax and AMT)		20	
21	Income from certain installment sales before January 1, 1987		21	( )
22	Intangible drilling costs preference		22	
23	Other adjustments, including income-based related adjustments		23	
24	Alternative tax net operating loss deduction (See the instructions for the limitation that applies)		24	( )
25	Adjusted alternative minimum taxable income. Combine lines 1 through 24		25	17,829.
	Note: Complete Part II below before going to line 26.			
26	Income distribution deduction from Part II, line 44	26 0.		
27	Estate tax deduction (from page 1, line 19)	27		
28	Add lines 26 and 27		28	
29	Estate's or trust's share of alternative minimum taxable income. Subtract line 28 from line 25.		29	17,829.

If line 29 is:

- $22,500 or less, stop here and enter -0- on Schedule G, line 1c. The estate or trust is not liable for the alternative minimum tax.
- Over $22,500, but less than $165,000, go to line 45.
- $165,000 or more, enter the amount from line 29 on line 51 and go to line 52.

Part II - Income Distribution on a Minimum Tax Basis

30	Adjusted alternative minimum taxable income (see page 30 of the instructions)	30	
31	Adjusted tax-exempt interest (other than amounts included on line 8)	31	
32	Total net gain from Schedule D (Form 1041), line 15, column (1). If a loss, enter -0-	32	
33	Capital gains for the tax year allocated to corpus and paid or permanently set aside for charitable purposes (from Schedule A, line 4)	33	
34	Capital gains paid or permanently set aside for charitable purposes from gross income (see page 30 of the instructions)	34	
35	Capital gains computed on a minimum tax basis included on line 25	35	( )
36	Capital losses computed on a minimum tax basis included on line 25. Enter as a positive amount	36	
37	Distributable net alternative minimum taxable income (DNAMTI). Combine lines 30 through 36. If zero or less, enter -0-	37	
38	Income required to be distributed currently (from Schedule B, line 9)	38	
39	Other amounts paid, credited, or otherwise required to be distributed (from Schedule B, line 10)	39	
40	Total distributions. Add lines 38 and 39	40	
41	Tax-exempt income included on line 40 (other than amounts included on line 8)	41	
42	Tentative income distribution deduction on a minimum tax basis. Subtract line 41 from line 40	42	
43	Tentative income distribution deduction on a minimum tax basis. Subtract line 31 from line 37. If zero or less, enter -0-	43	
44	**Income distribution deduction on a minimum tax basis.** Enter the smaller of line 42 or line 43. Enter here and on line 26	44	

S CORPORATION PORTION

Part III - Alternative Minimum Tax

45	Exemption amount			45	$22,500
46	Enter the amount from line 29	46			
47	Phase-out of exemption amount	47	$75,000		
48	Subtract line 47 from line 46. If zero or less, enter -0-	48			
49	Multiply line 48 by 25% (.25)			49	
50	Subtract line 49 from line 45. If zero or less, enter -0-			50	
51	Subtract line 50 from line 46			51	17,829.
52	Go to Part IV of Schedule I to figure line 52 if the estate or trust has qualified dividends or has a gain on lines 14a and 15 of column (2) of Schedule D (Form 1041) (as refigured for the AMT, if necessary). Otherwise, if line 51 is - • $175,000 or less, multiply line 51 by 26% (.26). • Over $175,000, multiply line 51 by 28% (.28) and subtract $3,500 from the result			52	4,636.
53	Alternative minimum foreign tax credit (see page 31 of the instructions)			53	
54	Tentative minimum tax. Subtract line 53 from line 52			54	4,636.
55	Enter the tax from Schedule G, line 1a (minus any foreign tax credit from Schedule G, line 2a)			55	6,245.
56	Alternative minimum tax. Subtract line 55 from line 54. If zero or less, enter -0-. Enter here and on Schedule G, line 1c			56	0.

Part IV - Line 52 Computation Using Maximum Capital Gains Rates

Caution: If you did not complete Part V of Schedule D (Form 1041), the Schedule D Tax Worksheet, or the Qualified Dividends Tax Worksheet, see page 32 of the instructions before completing this part.

57	Enter the amount from line 51			57	
58	Enter the amount from Schedule D (Form 1041), line 22, or line 13 of the Schedule D Tax Worksheet, or line 4 of the Qualified Dividends Tax Worksheet, whichever applies (as refigured for the AMT, if necessary)	58			
59	Enter the amount from Schedule D (Form 1041), line 14b, column (2) (as refigured for the AMT, if necessary). If you did not complete Schedule D for the regular tax or the AMT, enter -0-	59			
60	If you did not complete a Schedule D Tax Worksheet for the regular tax or the AMT, enter the amount from line 58. Otherwise, add lines 58 and 59 and enter the **smaller** of that result or the amount from line 10 of the Schedule D Tax Worksheet (as refigured for the AMT, if necessary)	60			
61	Enter the **smaller** of line 57 or line 60			61	
62	Subtract line 61 from line 57			62	
63	If line 62 is $175,000 or less, multiply line 62 by 26% (.26). Otherwise, multiply line 62 by 28% (.28) and subtract $3,500 from the result		▶	63	
64	Maximum amount subject to the 5% rate	64	$2,050		
65	Enter the amount from line 23 of Schedule D (Form 1041), line 14 of the Schedule D Tax Worksheet, or line 5 of the Qualified Dividends Tax Worksheet, whichever applies (as figured for the regular tax). If you did not complete Schedule D or either worksheet for the regular tax, enter -0-	65			
66	Subtract line 65 from line 64. If zero or less, enter -0-	66			
67	Enter the **smaller** of line 57 or line 58	67			
68	Enter the **smaller** of line 66 or line 67	68			
69	Multiply line 68 by 5% (.05)		▶	69	
70	Subtract line 68 from line 67	70			
71	Multiply line 70 by 15% (.15)		▶	71	
	If line 59 is zero or blank, skip lines 72 and 73 and go to line 74. Otherwise, go to line 72.				
72	Subtract line 67 from line 61	72			
73	Multiply line 72 by 25% (.25)		▶	73	
74	Add lines 63, 69, 71, and 73			74	
75	If line 57 is $175,000 or less, multiply line 57 by 26% (.26). Otherwise, multiply line 57 by 28% (.28%) and subtract $3,500 from the result			75	
76	Enter the smaller of line 74 or line 75 here and on line 52			76	

MICHAEL BERNSTEIN IRREVOCABLE TRUST 20-7294143

FORM 1041 LATE PAYMENT INTEREST STATEMENT 1

DESCRIPTION	DATE	AMOUNT	BALANCE	RATE	DAYS	INTEREST
TAX DUE	04/15/07	6,245.	6,245.	.0700	76	92.
INTEREST RATE CHANGE	06/30/07	0.	6,337.	.0800	107	150.
DATE FILED	10/15/07		6,487.			
TOTAL LATE PAYMENT INTEREST						242.

FORM 1041 LATE PAYMENT PENALTY STATEMENT 2

DESCRIPTION	DATE	AMOUNT	BALANCE	MONTHS	PENALTY
TAX DUE	04/15/07	6,245.	6,245.	6	187.
DATE FILED	10/15/07				
TOTAL LATE PAYMENT PENALTY					187.

MICHAEL BERNSTEIN IRREVOCABLE TRUST 20-7294143

ESBT INTEREST STATEMENT 3

DESCRIPTION	U.S. INTEREST	OTHER TAXABLE INTEREST
LIC HOLDINGS, INC. - REGULAR INTEREST	0.	84.
SUBTOTALS	0.	84.
TOTAL INTEREST		84.

ESBT OTHER ORDINARY INCOME STATEMENT 4

DESCRIPTION	AMOUNT
FROM - LIC HOLDINGS, INC.	17,758.
TOTAL TO ESBT WORKSHEET	17,758.

ESBT SCHEDULE I PASSIVE ACTIVITY LOSS STATEMENT 5

NAME OF ACTIVITY	FORM	NET INCOME (LOSS) AMT	NET INCOME (LOSS) REGULAR	ADJUSTMENT
LIC HOLDINGS, INC.	SCH E	17,745.	17,758.	<13.>
TOTAL TO SCHEDULE I, LINE 15				<13.>

ESBT FORM 8582 OTHER PASSIVE ACTIVITIES - WORKSHEET 3 STATEMENT 6

NAME OF ACTIVITY	CURRENT YEAR NET INCOME	CURRENT YEAR NET LOSS	PRIOR YEAR UNALLOWED LOSS	OVERALL GAIN OR LOSS GAIN	OVERALL GAIN OR LOSS LOSS
LIC HOLDINGS, INC.	17,758.	0.	0.	17,758.	0.
TOTALS	17,758.	0.	0.	17,758.	0.

MICHAEL BERNSTEIN IRREVOCABLE TRUST 20-7294143

ESBT FORM 8582 SUMMARY OF PASSIVE ACTIVITIES STATEMENT 7

R R E A - NAME	FORM OR SCHEDULE	GAIN/LOSS	PRIOR YEAR C/O	NET GAIN/LOSS	UNALLOWED LOSS	ALLOWED LOSS
LIC HOLDINGS, INC.	SCH E	17,758.	0.	17,758.	0.	0.
TOTALS		17,758.	0.	17,758.	0.	0.

PRIOR YEAR CARRYOVERS ALLOWED DUE TO CURRENT YEAR NET ACTIVITY INCOME

TOTAL TO FORM 8582, LINE 11 0.

ESBT FORM 8582 ALTERNATIVE MINIMUM TAX STATEMENT 8
OTHER PASSIVE ACTIVITIES - WORKSHEET 3

NAME OF ACTIVITY	CURRENT YEAR NET INCOME	CURRENT YEAR NET LOSS	PRIOR YEAR UNALLOWED LOSS	OVERALL GAIN OR LOSS GAIN	OVERALL GAIN OR LOSS LOSS
LIC HOLDINGS, INC.	17,745.	0.	0.	17,745.	0.
TOTALS	17,745.	0.	0.	17,745.	0.

SECURITY WARNING: THE FACE OF THIS DOCUMENT FEATURES A COLORED BACKGROUND AND MICROPRINT BORDERS. THE REVERSE SIDE FEATURES ARTIFICIAL WATERMARKS.

ARBITRAGE INTERNATIONAL MANAGEMENT LLC
980 PENINSULA CORPORATE CIRCLE
SUITE 3010
BOCA RATON, FL 33487

WACHOVIA BANK, N.A.
63-643/670

2783

10/3/07

PAY TO THE ORDER OF Michael Bernstein $17,073.86

SEVENTEEN THOUSAND, SEVENTY THREE AND 86/00 ——— DOLLARS

MEMO: DISTRIBUTION, LLC HOLDINGS

Michael Bernstein
AUTHORIZED SIGNATURE

⑈002783⑈ ⑆067006432⑆ 2000034069950⑈

TRUST AGREEMENT

FOR THE

DANIEL BERNSTEIN IRREVOCABLE TRUST

September 7, 2006

TRUST AGREEMENT

FOR THE

DANIEL BERNSTEIN IRREVOCABLE TRUST

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

ARTICLE 1
BENEFICIARY

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

ARTICLE 2
TRANSFERS TO TRUST

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

ARTICLE 3
IRREVOCABLE PROVISION

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

ARTICLE 4
ADMINISTRATION OF TRUST

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

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

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

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

ARTICLE 5
PROVISIONS GOVERNING TRUSTEES

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 6
PROTECTION OF INTERESTS

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

ARTICLE 7
FIDUCIARY POWERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 8
SUBCHAPTER S STOCK

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

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

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

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

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

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

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

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

ARTICLE 9
PERPETUITIES PROVISION

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

ARTICLE 10
ADMINISTRATION AND CONSTRUCTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 11
MISCELLANEOUS PROVISIONS

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

(a) Trustees.

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

(2) **Corporate Trustee** means a trustee that is a bank, trust company, or other entity authorized to serve as a trustee under the laws of the United States or any state thereof that is not a Related Person to the Settlor. A bank or trust company that does not meet this requirement cannot serve as Trustee.

(b) Internal Revenue Code Terms.

(1) **Internal Revenue Code** means the federal Internal Revenue Code of 1986, as amended from time to time, or successor provisions of future federal internal revenue laws.

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

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

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

(c) Other Terms.

(1) Distributions that are to be made to a person's **descendants, per stirpes,** will be divided into equal shares, so that there will be one share for each living child (if any) of that person and one share for each deceased child who has then living descendants. The share of each deceased child will be further divided among his or her descendants on a per stirpes basis, by reapplying the preceding rule to that deceased child and his or her descendants as many times as necessary.

(2) **Disabled** or **under a disability** means (i) being under the legal age of majority, (ii) having been adjudicated to be incapacitated, or (iii) being unable to manage properly personal or financial affairs because of a mental or physical impairment (whether temporary or permanent in nature). A written certificate executed by an individual's attending physician confirming that person's impairment will be sufficient evidence of disability under item (iii) above, and all persons may rely conclusively on such a certificate.

(3) Removal of a Trustee **for cause** includes, without limitation, the following: the willful or negligent mismanagement of the trust assets by that individual Trustee; the abuse or abandonment of, or inattention to, the trust by that individual Trustee; a federal or state charge against that individual Trustee involving the commission of a felony or serious misdemeanor; an act of theft, dishonesty, fraud, embezzlement, or moral turpitude by that individual Trustee; or the use of narcotics or excessive use of alcohol by that individual Trustee.

(4) The words **will** and **shall** are used interchangeably in this Trust Agreement and mean, unless the context clearly indicates otherwise, that the Trustee must take the action

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

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

(a) A **general power of appointment** granted to a person is one that can be exercised in favor of that person or his or her estate, his or her creditors, or the creditors of his or her estate.

(b) A **special power of appointment** is any power that is not a general power.

(c) A **testamentary power of appointment** (either general or special) is exercisable upon the powerholder's death by his or her Last Will or by a revocable trust agreement established by that person, but only by specific reference to the instrument creating the power. A "testamentary power of appointment" may not be exercised in favor of the person possessing the power.

(d) In determining whether a person has exercised a testamentary power of appointment, the Trustee may rely upon an instrument admitted to probate in any jurisdiction as that person's Last Will, or upon any trust agreement certified to be valid and authentic by sworn statement of the trustee who is serving under that trust agreement. If the Trustee has not received written notice of such an instrument within six months after the powerholder's death, the Trustee may presume that the powerholder failed to exercise that power and will not be liable for acting in accordance with that presumption.

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

11.4 Certifications.

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

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

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

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

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

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

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

Schedule A
Initial Transfers to Trust

Transfer of 6 shares of LIC Holdings, Inc.

STANFORD TRUST COMPANY
445 North Blvd, Suite 820
Baton Rouge, LA 70802

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

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

Cover Page

Statement of Value and Activity

January 1, 2008 - March 31, 2008

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

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Please visit our website @ www.stanfordtrustco.com

Simon Bernstein
950 Peninsula Corp. Circle, Ste 3010
Boca Raton, FL 33487-1387

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0025708-0000127

STANFORD TRUST COMPANY
445 North Blvd, Suite 820
Baton Rouge, LA 70802

Account Summary

Statement of Value and Activity

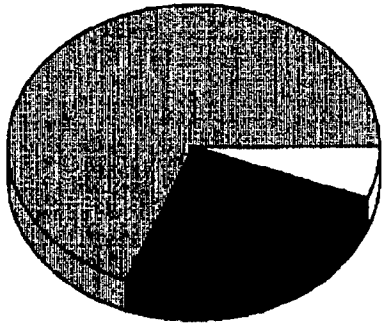
January 1, 2008 - March 31, 2008

Market Value Reconciliation

	This Period	1/1/08 to 3/31/08
Beginning Market Value	**$0.00**	**$0.00**
Additions	$120,000.00	$120,000.00
Distributions	$0.00	$0.00
Fees/Expenses/Taxes	-$6,727.72	-$6,727.72
Income	$491.85	$491.85
Capital Gain Distributions	$0.00	$0.00
Non Cash Asset Changes	$0.00	$0.00
Asset Transfers	$0.00	$0.00
Change in Market Value	$12,098.75	$12,098.75
Ending Market Value	**$125,862.88**	**$125,862.88**
Realized Gains/Losses (Included in Total Above)	-$52.67	-$52.67

Asset Allocation Summary

	Asset Class	Balance
69%	Equity	$90,739.38
25%	Fixed Income	$32,811.35
6%	Cash & Equivalents	$8,490.33
100%	**Total Assets Value**	**$132,041.06**
	Total Liabilities Value	**-$6,178.18**
	Total Portfolio Value	**$125,862.88**



Investment Objective: Growth - Seeks to provide long-term capital appreciation with current income as a secondary consideration

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Asset Detail

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Asset Detail

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Cash & Equivalents						
Money Market Funds						
SEI Daily Income TR Treas #38 CL A CUSIP: 783965726	2,312.15	$1.00	$2,312.15	$2,312.15	$0.00	$27.28
			$2,312.15	$2,312.15	$0.00	$27.28
Cash						
Principal Cash			$6,178.18			
			$6,178.18	$0.00	$0.00	$0.00
Total Cash & Equivalents			$8,490.33	$2,312.15	$0.00	$27.28
Equity						
Equity Small Cap Value Mutual Funds						
Keeley Small Cap Val Fd-A CUSIP: 487300501	205.47	$26.32	$5,407.92	$5,486.00	-$78.08	$0.00
			$5,407.92	$5,486.00	-$78.08	$0.00
Other Domestic Equity						
Hussman Strategic Growth Fund CUSIP: 448108100	526.82	$15.59	$8,213.19	$8,229.00	-$15.81	$48.47
iShares S&P Gstl Semiconductor Index CUSIP: 464287523	54.00	$49.56	$2,676.24	$2,845.25	-$169.01	$16.20
Market Vectors Agribusiness CUSIP: 57060U605	47.00	$53.61	$2,519.67	$2,787.10	-$267.43	$0.00

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Asset Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Powershares Dynamic Mid Cap Growth CUSIP: 73935X807	256.00	$20.49	$5,245.44	$5,581.06	-$335.62	$0.00
			$18,654.54	$19,442.41	-$787.87	$64.67
Equity International Developed						
ING Global Real Estate Fd-A CUSIP: 44980R326	344.75	$19.75	$6,808.73	$6,857.00	-$48.27	$374.05
Vanguard European ETF CUSIP: 922042874	140.00	$68.79	$9,630.60	$9,812.66	-$182.06	$329.84
			$16,439.33	$16,669.66	-$230.33	$703.89
Equity International Emerging						
Wisdomtree Emg Mtks H/Y Equity CUSIP: 97717W315	77.00	$52.09	$4,010.93	$4,206.65	-$195.72	$37.58
			$4,010.93	$4,206.65	-$195.72	$37.58
Equity International Diverse						
American Capital World G&I-F CUSIP: 140543406	161.88	$40.91	$6,622.31	$6,888.94	-$266.63	$160.42
iShares MSCI Brazil Index Fund CUSIP: 464286400	65.00	$77.03	$5,006.95	$5,620.07	-$613.12	$100.69
iShares MSCI Hong Kong CUSIP: 464286871	148.00	$17.95	$2,656.60	$2,809.04	-$152.44	$56.09
iShares MSCI Singapore CUSIP: 464286673	213.00	$12.77	$2,720.01	$2,728.34	-$8.33	$108.42
iShares MSCI United Kingdom CUSIP: 464286699	123.00	$21.56	$2,651.88	$2,810.32	-$158.44	$103.81

0025710 - 000127

Asset Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Kinetics Paradigm Fund-No LD CUSIP: 494613607	392.14	$25.94	$10,172.03	$10,972.00	-$799.97	$49.80
Market Vectors Russia ETF CUSIP: 57060U506	82.00	$46.53	$3,815.46	$4,118.16	-$302.70	$9.02
T Rowe Price New Asia CUSIP: 77956H500	367.67	$16.66	$6,125.35	$6,857.00	-$731.65	$69.86
			$39,770.59	$42,803.87	-$3,033.28	$658.11
Equity Mid Cap Value						
Allegiant Mid Cap Value I CUSIP: 01748E831	514.02	$12.56	$6,456.07	$6,857.00	-$400.93	$131.07
			$6,456.07	$6,857.00	-$400.93	$131.07
Total Equity			**$90,739.92**	**$95,468.59**	**-$4,728.21**	**$1,595.32**
Fixed Income						
Fixed Income Mutual Funds						
Oppenheimer International Bond Fund CUSIP: 68380T103	1,653.10	$6.76	$11,174.98	$10,976.64	$198.34	$732.33
Loomis Sayles Bond Fund CUSIP: 543495832	1,055.96	$14.07	$14,857.30	$15,172.19	-$314.89	$945.08

0025710 - 0900127

Asset Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Pioneer Global High Yield Fund CUSIP: 72369G108	612.94	$11.06	$6,779.07	$6,858.75	-$79.68	$619.68
Total Fixed Income			$32,811.35	$33,007.58	-$196.23	$2,297.09
Total All Assets			**$132,041.06**	**$130,785.32**	**-$4,922.44**	**$3,919.69**
Liabilities Income Cash			-$6,178.18			
Total Liabilities			-$6,178.18	$0.00	$0.00	$0.00
Total All Liabilities			**-$6,178.18**	**$0.00**	**$0.00**	**$0.00**
Portfolio Grand Total			**$125,862.88**	**$130,785.32**	**-$4,922.44**	**$3,919.69**

002571 - 000127

Transaction Summary

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Transaction Summary

Transaction Category	Principal Cash	Income Cash
Beginning Cash Balance on 1/1/08	**$0.00**	**$0.00**
Receipts		
Dividend Income	$0.00	$491.85
Other Income	$0.00	$0.00
Interest Income	$0.00	$0.00
Additions	$120,000.00	$0.00
Capital Gain Distributions	$0.00	$0.00
Tax Exempt Dividends & Interest	$0.00	$0.00
Total Receipts	**$120,000.00**	**$491.85**
Disbursements		
Distributions	$0.00	$0.00
Fees	-$57.69	-$57.69
Expenses	$0.00	-$362.34
Taxes	$0.00	-$6,250.00
Total Disbursements	**-$57.69**	**-$6,670.03**
Purchases	**-$388,793.14**	**$0.00**
Sales/Maturities	**$275,029.01**	**$0.00**
Asset Transfers		
Free Receipts	$0.00	$0.00
Free Deliveries	$0.00	$0.00
Total Asset Transfers	**$0.00**	**$0.00**
Other	**$0.00**	**$0.00**
Ending Cash Balance on 3/31/08	**$6,178.18**	**-$6,178.18**

0025711 - 0600127

Transaction Detail

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Transaction Details By Category

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
1/1/08	**Beginning Balance**	**$0.00**	**$0.00**	
	Receipts			
	Dividend Income			
1/2/08	Cash Receipt of Dividend Earned on SEI Daily Income Prime Obl #34 Dividend from 12/1/07 to 12/31/07	$0.00	$13.61	$0.00
2/1/08	Cash Receipt of Dividend Earned on SEI Daily Income Prime Obl #34 Dividend from 1/1/08 to 1/31/08	$0.00	$64.52	$0.00
3/3/08	Cash Receipt of Dividend Earned on SEI Daily Income Prime Obl #34 Dividend from 2/1/08 to 2/29/08	$0.00	$211.92	$0.00
3/3/08	Cash Receipt of Dividend Earned on SEI Daily Income TR Treas #38 CL A Dividend from 2/1/08 to 2/29/08	$0.00	$77.28	$0.00
3/3/08	Cash Receipt of Dividend Earned on Oppenheimer Intl Bond Fd-A Dividend from 2/1/08 to 2/29/08	$0.00	$4.64	$0.00
3/3/08	Cash Receipt of Dividend Earned on Pioneer Global High Yield-A Dividend from 2/1/08 to 2/29/08	$0.00	$1.75	$0.00
3/24/08	Cash Receipt of Dividend Earned on American Capital World G&I-F $0.1983/Unit on 161.076 Units Due 3/24/08	$0.00	$31.94	$0.00
3/26/08	Cash Receipt of Dividend Earned on Loomis Sayles Bond Fund-Ret $0.0821/Unit on 1,049.826 Units Due 3/25/08	$0.00	$86.19	$0.00
		$0.00	$491.85	

0025712 - 0000127

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
	Additions			
2/5/08	Cash Receipt Addition to Account Lic Holdings, Inc Check #1163 DTD 12/31/07	$120,000.00	$0.00	$0.00
		$120,000.00	$0.00	
Total Receipts		**$120,000.00**	**$491.85**	
	Disbursements			
	Fees			
3/25/08	Fee Collected Based on A Market Value of $124,781.17	-$57.69	$0.00	$0.00
3/25/08	Fee Collected Based on A Market Value of $124,781.17	$0.00	-$57.69	$0.00
		-$57.69	-$57.69	
	Expenses			
3/14/08	Cash Disbursement Paid to United States Treasury Other Fees and Expenses Paid for Daniel Berstein IRREV Trust Penalty and Interest - 1041 for Period 12/31/06	$0.00	-$362.34	$0.00
		$0.00	-$362.34	

0025712 - 0000127

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
	Taxes			
3/17/08	Cash Disbursement Paid to United States Treasury Federal Estimated Tax Payments Paid for Daniel Berstein IRREV Trust 1/15/08 Estimated Tax - 2007 Form 1041-Es	$0.00	-$6,250.00	$0.00
		$0.00	-$6,250.00	
Total Disbursements		**-$57.69**	**-$6,670.03**	
	Purchases			
	Purchases			
1/2/08	Purchased 13.61 Units of SEI Daily Income Prime Obl #34 Trade Date 12/31/07 Posted Thru Mfd Income Reinvestment of Income Received 12/31/07	-$13.61	$0.00	$0.00
2/1/08	Purchased 64.52 Units of SEI Daily Income Prime Obl #34 Trade Date 1/31/08 Reinvestment of Income Received 1/31/08	-$64.52	$0.00	$0.00
2/5/08	Purchased 120,000 Units of SEI Daily Income Prime Obl #34 Trade Date 2/5/08	-$120,000.00	$0.00	$0.00
2/20/08	Purchased 137,151.99 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/20/08	-$137,151.99	$0.00	$0.00
2/28/08	Purchased 514.018 Units of Allegiant Mid Cap Value I Trade Date 2/27/08 514.018 Units At $13.34	-$6,857.00	$0.00	$0.00

0025713-0000127

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
2/28/08	Purchased 161.076 Units of American Capital World G&I-F Trade Date 2/27/08 161.076 Units At $42.57	-$6,857.00	$0.00	$0.00
2/28/08	Purchased 526.824 Units of Hussman Strategic Growth Fund Trade Date 2/27/08 526.824 Units At $15.62	-$8,229.00	$0.00	$0.00
2/28/08	Purchased 344.746 Units of ING Global Real Estate Fd-A Trade Date 2/27/08 344.746 Units At $19.89	-$6,857.00	$0.00	$0.00
2/28/08	Purchased 205.468 Units of Keeley Small Cap Val Fd-A Trade Date 2/27/08 205.468 Units At $26.70	-$5,486.00	$0.00	$0.00
2/28/08	Purchased 392.137 Units of Kinetics Paradigm Fund-No LD Trade Date 2/27/08 392.137 Units At $27.98	-$10,972.00	$0.00	$0.00
2/28/08	Purchased 367.668 Units of T Rowe Price New Asia Trade Date 2/27/08 367.668 Units At $18.65	-$6,857.00	$0.00	$0.00
2/28/08	Purchased 1,049.826 Units of Loomis Sayles Bond Fund-Ret Trade Date 2/27/08 1,049.826 Units At $14.37	-$15,086.00	$0.00	$0.00
2/28/08	Purchased 1,652.41 Units of Oppenheimer Intl Bond Fd-A Trade Date 2/27/08 1,652.41 Units At $6.64	-$10,972.00	$0.00	$0.00

0025713 - 0000127

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
2/28/08	Purchased 612.779 Units of Pioneer Global High Yield-A Trade Date 2/27/08 612.779 Units At $11.19	-$6,857.00	$0.00	$0.00
2/29/08	Purchased 148 Units of iShares MSCI Hong Kong Trade Date 2/26/08 148 Units At $18.98	-$2,809.04	$0.00	$0.00
2/29/08	Purchased 47 Units of Market Vectors Agribusiness Trade Date 2/26/08 47 Units At $59.30	-$2,787.10	$0.00	$0.00
2/29/08	Purchased 56 Units of iShares MSCI Switzerland Index Trade Date 2/26/08 56 Units At $25.476	-$1,426.66	$0.00	$0.00
2/29/08	Purchased 55 Units of Market Vectors Russia ETF Trade Date 2/26/08 55 Units At $50.9094	-$2,800.02	$0.00	$0.00
2/29/08	Purchased 54 Units of iShares S&P Gsti Semiconductor Index Trade Date 2/26/08 54 Units At $52.6899	-$2,845.25	$0.00	$0.00
2/29/08	Purchased 123 Units of iShares MSCI United Kingdom Trade Date 2/26/08 123 Units At $22.8481	-$2,810.32	$0.00	$0.00
2/29/08	Purchased 213 Units of iShares MSCI Singapore Trade Date 2/26/08 213 Units At $12.8091	-$2,728.34	$0.00	$0.00

0025714 - 0900127

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
2/29/08	Purchased 256 Units of Powershares Dynamic Mid Cap Growth Trade Date 2/26/08 256 Units At $21.801	-$5,581.06	$0.00	$0.00
2/29/08	Purchased 65 Units of iShares MSCI Brazil Index Fund Trade Date 2/26/08 65 Units At $86.4626	-$5,620.07	$0.00	$0.00
2/29/08	Purchased 140 Units of Vanguard European ETF Trade Date 2/26/08 140 Units At $70.0904	-$9,812.66	$0.00	$0.00
2/29/08	Purchased 77 Units of Wisdomtree Emg Mtks H/Y Equity Trade Date 2/26/08 77 Units At $54.6318	-$4,206.65	$0.00	$0.00
3/3/08	Purchased 77.28 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/29/08 Reinvestment of Income Received 2/29/08	-$77.28	$0.00	$0.00
3/3/08	Purchased 0.694 Units Oppenheimer Intl Bond Fd-A @ $6.69 through Reinvestment of Cash Dividend Due 3/3/08	-$4.64	$0.00	$0.00
3/3/08	Purchased 0.157 Units Pioneer Global High Yield-A @ $11.16 through Reinvestment of Cash Dividend Due 3/3/08	-$1.75	$0.00	$0.00
3/6/08	Purchased 211.92 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/6/08	-$211.92	$0.00	$0.00

0025714 - 0000127

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
3/19/08	Purchased 27 Units of Market Vectors Russia ETF Trade Date 3/14/08 Paid $1.08 Brokerage 27 Units At $48.779983	-$1,318.14	$0.00	$0.00
3/20/08	Purchased 1,373.99 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/20/08	-$1,373.99	$0.00	$0.00
3/24/08	Purchased 0.799 Units American Capital World G&I-F @ $39.96 through Reinvestment of Cash Dividend Due 3/24/08	-$31.94	$0.00	$0.00
3/26/08	Purchased 6.13 Units Loomis Sayles Bond Fund-Ret @ $14.06 through Reinvestment of Cash Dividend Due 3/25/08	-$86.19	$0.00	$0.00
Total Purchases		**-$388,793.14**	**$0.00**	
	Sales/Maturities			
	Sales/Maturities			
2/20/08	Sold 137,151.99 Units of SEI Daily Income Prime Obl #34 Trade Date 2/20/08	$137,151.99	$0.00	$0.00
2/28/08	Sold 85,030 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/28/08	$85,030.00	$0.00	$0.00
2/29/08	Sold 43,427.17 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/29/08	$43,427.17	$0.00	$0.00
3/14/08	Sold 362.34 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/14/08	$362.34	$0.00	$0.00

0025715 - 0000127

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
3/17/08	Sold 6,250 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/17/08	$6,250.00	$0.00	$0.00
3/19/08	Sold 1,318.14 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/19/08	$1,318.14	$0.00	$0.00
3/20/08	Sold 56 Units of iShares MSCI Switzerland Index Trade Date 3/17/08 Paid $2.24 Brokerage Paid $0.02 SEC Fee St Capital Loss of $52.67- on Federal Cost Federal Tax Cost $1,426.66 56 Units At $24.575952	$1,373.99	$0.00	-$52.67
3/25/08	Sold 115.38 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/25/08	$115.38	$0.00	$0.00
Total Sales/Maturities		**$275,029.01**	**$0.00**	
3/31/08	**Ending Balance**	**$6,178.18**	**-$6,178.18**	

0025715 - 0000127

Pending Trades

Statement of Value and Activity

January 1, 2008 - March 31, 2008

No pending trades.

0025718 - 0000127

STANFORD TRUST COMPANY
445 North Blvd, Suite 820
Baton Rouge, LA 70802

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

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

Cover Page

Statement of Value and Activity

October 1, 2007 - December 31, 2007

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

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Please visit our website @ www.stanfordtrustco.com

Daniel Bernstein
c/o Simon Bernstein
15807 Menton Bay Ct.
Delray Beach, FL 33446

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STANFORD TRUST COMPANY
445 North Blvd, Suite 820
Baton Rouge, LA 70802

Account Summary

Statement of Value and Activity

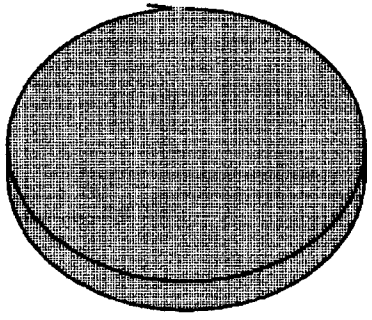
October 1, 2007 - December 31, 2007

Market Value Reconciliation

	This Period	*1/1/07 to 12/31/07*
Beginning Market Value	**$0.00**	**$0.00**
Additions	$17,073.86	$17,073.86
Distributions	$0.00	$0.00
Fees/Expenses/Taxes	$0.00	$0.00
Income	$0.00	$0.00
Capital Gain Distributions	$0.00	$0.00
Non Cash Asset Changes	$0.00	$0.00
Asset Transfers	$0.00	$0.00
Change in Market Value	$0.00	$0.00
Ending Market Value	**$17,073.86**	**$17,073.86**
Realized Gains/Losses (Included in Total Above)	$0.00	$0.00

Asset Allocation Summary

	Asset Class	*Balance*
100%	Cash & Equivalents	$17,073.86
100%	**Total Assets Value**	**$17,073.86**



Investment Objective: Growth - Seeks to provide long-term capital appreciation with current income as a secondary consideration

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Asset Detail

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Cash & Equivalents						
Money Market Funds						
SEI Daily Income Prime Obl #34 CUSIP: 783965403	17,073.86	$1.00	$17,073.86	$17,073.86	$0.00	$828.08
Total Cash & Equivalents			$17,073.86	$17,073.86	$0.00	$828.08
Total All Assets			**$17,073.86**	**$17,073.86**	**$0.00**	**$828.08**

Transaction Summary

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Transaction Summary

Transaction Category	*Principal Cash*	*Income Cash*
Beginning Cash Balance on 10/1/07	**$0.00**	**$0.00**
Receipts		
Dividend Income	$0.00	$0.00
Other Income	$0.00	$0.00
Interest Income	$0.00	$0.00
Additions	$17,073.86	$0.00
Capital Gain Distributions	$0.00	$0.00
Tax Exempt Dividends & Interest	$0.00	$0.00
Total Receipts	**$17,073.86**	**$0.00**
Disbursements		
Distributions	$0.00	$0.00
Fees	$0.00	$0.00
Expenses	$0.00	$0.00
Taxes	$0.00	$0.00
Total Disbursements	**$0.00**	**$0.00**
Purchases	**-$17,073.86**	**$0.00**
Sales/Maturities	**$0.00**	**$0.00**
Asset Transfers		
Free Receipts	$0.00	$0.00
Free Deliveries	$0.00	$0.00
Total Asset Transfers	**$0.00**	**$0.00**
Other	**$0.00**	**$0.00**
Ending Cash Balance on 12/31/07	**$0.00**	**$0.00**

Transaction Detail

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Transaction Details By Category

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
10/1/07	**Beginning Balance**	**$0.00**	**$0.00**	
	Receipts			
	Additions			
12/26/07	Cash Receipt Deposits Arbitrage International Ck#2779 DTD 10/3/07	$17,073.86	$0.00	$0.00
Total Receipts		**$17,073.86**	**$0.00**	
	Purchases			
	Purchases			
12/26/07	Purchased 17,073.86 Units of SEI Daily Income Prime Obl #34 Trade Date 12/26/07	-$17,073.86	$0.00	$0.00
Total Purchases		**-$17,073.86**	**$0.00**	
12/31/07	**Ending Balance**	**$0.00**	**$0.00**	

Pending Trades

Statement of Value and Activity

October 1, 2007 - December 31, 2007

No pending trades.

EXTENSION GRANTED TO 10/15/2007

Form **1041** Department of the Treasury - Internal Revenue Service

U.S. Income Tax Return for Estates and Trusts

2006

OMB No. 1545-0092

For calendar year 2006 or fiscal year beginning , 2006 and ending

COPY

A Type of entity:
- [ ] Decedent's estate
- [ ] Simple trust
- [X] Complex trust
- [ ] Qualified disability trust
- [X] ESBT (S portion only)
- [ ] Grantor type trust
- [ ] Bankruptcy estate-Ch. 7
- [ ] Bankruptcy estate-Ch. 11
- [ ] Pooled income fund

Name of estate or trust (If a grantor type trust, see page 12 of the instructions.)
DANIEL BERNSTEIN IRREVOCABLE TRUST

Name and title of fiduciary
STANFORD TRUST COMPANY, TRUSTEE

Number, street, and room or suite no. (If a P.O. box, see page 12 of the instructions.)
445 NORTH BOULEVARD, 8TH FLOOR EAST

City or town, state, and ZIP code
BATON ROUGE, LA 70802

C Employer identification number
20 7354918

D Date entity created
09/01/2006

E Nonexempt charitable and split-interest trusts, check applicable boxes (see pg 13 of the instr.):
- [ ] Described in section 4947(a)(1)
- [ ] Not a private foundation
- [ ] Described in section 4947(a)(2)

B No. of Sch K-1 attached ▶ 0

F Check applicable boxes: [X] Initial return [ ] Final return [ ] Amended return [ ] Change in trust's name [ ] Change in fiduciary [ ] Change in fiduciary's name [ ] Change in fiduciary's address

G Pooled mortgage account (see page 14 of the instructions): [ ] Bought [ ] Sold Date:

Income	1	Interest income	1	
	2a	Total ordinary dividends	2a	
	b	Qualified dividends allocable to: (1) Beneficiaries _____ (2) Estate or trust _____		
	3	Business income or (loss). Attach Schedule C or C-EZ (Form 1040)	3	
	4	Capital gain or (loss). Attach Schedule D (Form 1041)	4	
	5	Rents, royalties, partnerships, other estates and trusts, etc. Attach Schedule E (Form 1040)	5	
	6	Farm income or (loss). Attach Schedule F (Form 1040)	6	
	7	Ordinary gain or (loss). Attach Form 4797	7	
	8	Other income. List type and amount	8	
	9	**Total income.** Combine lines 1, 2a, and 3 through 8 ▶	9	
Deductions	10	Interest. Check if Form 4952 is attached ▶ [ ]	10	
	11	Taxes	11	
	12	Fiduciary fees	12	
	13	Charitable deduction (from Schedule A, line 7)	13	
	14	Attorney, accountant, and return preparer fees	14	
	15a	Other deductions not subject to the 2% floor (attach schedule)	15a	
	b	Allowable miscellaneous itemized deductions subject to the 2% floor	15b	
	16	Add lines 10 through 15b ▶	16	
	17	Adjusted total income or (loss). Subtract line 16 from line 9 | 17 |		
	18	Income distribution deduction (from Schedule B, line 15). Attach Schedules K-1 (Form 1041)	18	
	19	Estate tax deduction including certain generation-skipping taxes (attach computation)	19	
	20	Exemption	20	100.
	21	Add lines 18 through 20 ▶	21	100.
Tax and Payments	22	Taxable income. Subtract line 21 from line 17. If a loss, see page 20 of the instructions	22	<100.>
	23	**Total tax** (from Schedule G, line 7)	23	6,245.
	24	**Payments:** a 2006 estimated tax payments and amount applied from 2005 return	24a	
	b	Estimated tax payments allocated to beneficiaries (from Form 1041-T)	24b	
	c	Subtract line 24b from line 24a	24c	
	d	Tax paid with Form 7004 (see page 20 of the instructions)	24d	
	e	Federal income tax withheld. If any is from Form(s) 1099, check ▶ [ ]	24e	
	f	Credit for federal telephone excise tax paid. Attach Form 8913	24f	
		Other payments: g Form 2439 _____ ; h Form 4136 _____ ; Total ▶	24i	
	25	**Total payments.** Add lines 24c through 24f, and 24i ▶	25	
	26	Estimated tax penalty (see page 20 of the instructions)	26	
	27	**Tax due.** If line 25 is smaller than the total of lines 23 and 26, enter amount owed **	27	6,245.
	28	**Overpayment.** If line 25 is larger than the total of lines 23 and 26, enter amount overpaid	28	
	29	Amount of line 28 to be: a Credited to 2007 estimated tax ▶ ; b Refunded ▶	29	

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Signature of fiduciary or officer representing fiduciary ▶ Date ▶ EIN of fiduciary if a financial institution

May the IRS discuss this return with the preparer shown below (see instr.)? [X] Yes [ ] No

Paid Preparer's Use Only

Preparer's signature ▶ Date 10/3/07 Check if self-employed [ ] Preparer's SSN or PTIN P00127193

Firm's name (or yours if self-employed), address, and ZIP code ▶ GOLDSTEIN LEWIN & CO.
1900 N.W. CORPORATE BLVD. STE E-300
BOCA RATON, FL 33431-8502

EIN 59 2147155

Phone no. (561)994-5050

JWA

8160O1
02-05-07 For Privacy Act and Paperwork Reduction Act Notice, see the separate instructions. ** STMT 1 STMT 2 Form **1041** (2006)

Form **7004**
(Rev. December 2006)
Department of the Treasury
Internal Revenue Service

Application for Automatic 6-Month Extension of Time To File Certain Business Income Tax, Information, and Other Returns

▸ File a separate application for each return.

OMB No. 1545-0233

Type or Print

File by the due date for the return for which an extension is requested. See instructions.

Name	Identifying number
Daniel Bernstein Irrev Trust	20-7354918

Number, street, and room or suite no. (If P.O. box, see instructions.)
c/o Goldstein Lewin & Co. 1900 NW Corp. Blvd. Suite 300E

City, town, state, and ZIP code (If a foreign address, enter city, province or state, and country (follow the country's practice for entering postal code)).
Boca Raton, FL 33431

Note. See instructions before completing this form.

1 Enter the form code for the return that this application is for (see below)..... 05

2 If the foreign corporation does not have an office or place of business in the United States, check here..... ▸ ☐

3 If the organization is a corporation or partnership that qualifies under Regulations section 1.6081-5, check here. ▸ ☐

4a The application is for calendar year 2006, or tax year beginning ___, 20__, and ending ___, 20__

b Short tax year. If this tax year is less than 12 months, check the reason:
☐ Initial return ☐ Final return ☐ Change in accounting period ☐ Consolidated return to be filed

5 If the organization is a corporation and is the common parent of a group that intends to file a consolidated return, check here..... ▸ ☐
If checked, attach a schedule, listing the name, address, and Employer Identification Number (EIN) for each member covered by this application.

6	Tentative total tax.....	6	0.00
7	Total payments and credits (see instructions).....	7	0.00
8	**Balance due.** Subtract line 7 from line 6. Generally, you must deposit this amount using the Electronic Federal Tax Payment System (EFTPS), a Federal Tax Deposit (FTD) Coupon, or Electronic Funds Withdrawal (EFW) (see instructions for exceptions).....	8	0.00

Application Is For:	Form Code	Application Is For:	Form Code
		Form 1120-H	17
Form 706-GS(T)	02		
		Form 1120-ND	19
Form 1041 (estate)	04		
		Form 1120-PC	21
Form 1041-N	06		
		Form 1120-REIT	23
Form 1042	08		
		Form 1120-S	25
Form 1065-B	10		
		Form 3520-A	27
Form 1120	12		
		Form 8613	29
Form 1120-A	14		
		Form 8804	31
Form 1120-F	15		
		Form 8876	33

For Paperwork Reduction Act Notice, see instructions. Form 7004 (Rev. 12-2006)

ISA
STF XIXP1000

Schedule A **Charitable Deduction.** Do not complete for a simple trust or a pooled income fund.

1	Amounts paid or permanently set aside for charitable purposes from gross income (see page 21 of the instructions)	1	
2	Tax-exempt income allocable to charitable contributions (see page 21 of the instructions)	2	
3	Subtract line 2 from line 1	3	
4	Capital gains for the tax year allocated to corpus and paid or permanently set aside for charitable purposes	4	
5	Add lines 3 and 4	5	
6	Section 1202 exclusion allocable to capital gains paid or permanently set aside for charitable purposes (see instructions)	6	
7	Charitable deduction. Subtract line 6 from 5. Enter here and on page 1, line 13	7	

Schedule B **Income Distribution Deduction**

1	Adjusted total income (see page 22 of the instructions)			1	
2	Adjusted tax-exempt interest			2	
3	Total net gain from Schedule D (Form 1041), line 15, column (1) (see page 22 of the instructions)			3	
4	Enter amount from Schedule A, line 4 (minus any allocable section 1202 exclusion)			4	
5	Capital gains for the tax year included on Schedule A, line 1 (see page 22 of the instructions)			5	
6	Enter any gain from page 1, line 4, as a negative number. If page 1, line 4, is a loss, enter the loss as a positive number			6	
7	**Distributable net income (DNI).** Combine lines 1 through 6. If zero or less, enter -0-			7	
8	If a complex trust, enter accounting income for the tax year as determined under the governing instrument and applicable local law	8	0.		
9	Income required to be distributed currently			9	
10	Other amounts paid, credited, or otherwise required to be distributed			10	
11	Total distributions. Add lines 9 and 10. If greater than line 8, see page 22 of the instructions			11	
12	Enter the amount of tax-exempt income included on line 11			12	
13	Tentative income distribution deduction. Subtract line 12 from line 11			13	
14	Tentative income distribution deduction. Subtract line 2 from line 7. If zero or less, enter -0-			14	
15	Income distribution deduction. Enter the smaller of line 13 or line 14 here and on page 1, line 18			15	

Schedule G **Tax Computation** (see page 23 of the instructions)

1	Tax: a Tax on taxable income (see page 23 of the instructions)	1a	0.		
	b Tax on lump-sum distributions. Attach Form 4972	1b			
	c Alternative minimum tax (from Schedule I, line 56)	1c			
	d Total. Add lines 1a through 1c ▶			1d	0.
2a	Foreign tax credit. Attach Form 1116	2a			
b	Other nonbusiness credits (attach schedule)	2b			
c	General business credit. Enter here and check which forms are attached: ☐ Form 3800 ☐ Forms (specify) ▶	2c			
d	Credit for prior year minimum tax. Attach Form 8801	2d			
3	**Total credits.** Add lines 2a through 2d ▶			3	
4	Subtract line 3 from line 1d. If zero or less, enter -0-			4	0.
5	Recapture taxes. Check if from: ☐ Form 4255 ☐ Form 8611			5	
6	Household employment taxes. Attach Schedule H (Form 1040)			6	
7	Total tax. Add lines 4 through 6. Enter here and on page 1, line 23 ▶			7	6,245.

Other Information SEC. 641(C): 6,245.

		Yes	No
1	Did the estate or trust receive tax-exempt income? If "Yes," attach a computation of the allocation of expenses. Enter the amount of tax-exempt interest income and exempt-interest dividends ▶ $		X
2	Did the estate or trust receive all or any part of the earnings (salary, wages, and other compensation) of any individual by reason of a contract assignment or similar arrangement?		X
3	At any time during calendar year 2006, did the estate or trust have an interest in or a signature or other authority over a bank, securities, or other financial account in a foreign country? See page 25 of the instructions for exceptions and filing requirements for Form TD F 90-22.1. If "Yes," enter the name of the foreign country ▶		X
4	During the tax year, did the estate or trust receive a distribution from, or was it the grantor of, or transferor to, a foreign trust? If "Yes," the estate or trust may have to file Form 3520. See page 25 of the instructions		X
5	Did the estate or trust receive, or pay, any qualified residence interest on seller-provided financing? If "Yes," see page 25 for required attachment		X
6	If this is an estate or a complex trust making the section 663(b) election, check here (see page 25 of the instructions) ▶ ☐		
7	To make a section 643(e)(3) election, attach Schedule D (Form 1041), and check here (see page 25 of the instructions) ▶ ☐		
8	If the decedent's estate has been open for more than 2 years, attach an explanation for the delay in closing the estate, and check here ▶ ☐		
9	Are any present or future trust beneficiaries skip persons? See page 25 of the instructions	X	

1041	Electing Small Business Trust Tax Calculation	2006

Name of Trust	Employer ID Number
DANIEL BERNSTEIN IRREVOCABLE TRUST	20-7354918

Income

Interest	SEE STATEMENT 3	84.
Total Ordinary Dividends		
Less: Qualified Dividends		
Net Dividends		
Other Ordinary Income	SEE STATEMENT 4	17,758.
Net Short-Term Capital Gain		
Ordinary Gains		
Other Income		
Total Income		17,842.

Deductions

Interest	
Taxes	
Fiduciary Fees	
Charitable Deduction	
Attorney, Accountant, Return Preparation Fees	
Other Deductions - Not Subject to 2% Limit	
Other Deductions - Subject to 2% Limit	
Total Deductions	

Tax and Credits

Taxable Income	17,842.
Tax - 35%	6,245.
Net Long-Term Capital Gain and Qualified Dividends	
Tax	
Total Regular Tax	6,245.
Alternative Minimum Tax	
Total Tax	6,245.
Credits	
Recapture and Other Taxes	
Net Tax - to Form 1041, Schedule G, line 7	6,245.

624401
05-01-06

S CORPORATION PORTION

Schedule I **Alternative Minimum Tax** (see pages 26 through 32 of the instructions)

Part I - Estate's or Trust's Share of Alternative Minimum Taxable Income

1	Adjusted total income or (loss) (from page 1, line 17)		1	17,842.
2	Interest		2	
3	Taxes		3	
4	Miscellaneous itemized deductions (from page 1, line 15b)		4	
5	Refund of taxes		5	( )
6	Depletion (difference between regular tax and AMT)		6	
7	Net operating loss deduction. Enter as a positive amount		7	
8	Interest from specified private activity bonds exempt from the regular tax		8	
9	Qualified small business stock (see page 27 of the instructions)		9	
10	Exercise of incentive stock options (excess of AMT income over regular tax income)		10	
11	Other estates and trusts (amount from Schedule K-1 (Form 1041), box 12, code A)		11	
12	Electing large partnerships (amount from Schedule K-1 (Form 1065-B), box 6)		12	
13	Disposition of property (difference between AMT and regular tax gain or loss)		13	
14	Depreciation on assets placed in service after 1986 (difference between regular tax and AMT)		14	
15	Passive activities (difference between AMT and regular tax income or loss)	SEE STATEMENT 5	15	<13.>
16	Loss limitations (difference between AMT and regular tax income or loss)		16	
17	Circulation costs (difference between regular tax and AMT)		17	
18	Long-term contracts (difference between AMT and regular tax income)		18	
19	Mining costs (difference between regular tax and AMT)		19	
20	Research and experimental costs (difference between regular tax and AMT)		20	
21	Income from certain installment sales before January 1, 1987		21	( )
22	Intangible drilling costs preference		22	
23	Other adjustments, including income-based related adjustments		23	
24	Alternative tax net operating loss deduction (See the instructions for the limitation that applies)		24	( )
25	Adjusted alternative minimum taxable income. Combine lines 1 through 24		25	17,829.
	Note: Complete Part II below before going to line 26.			
26	Income distribution deduction from Part II, line 44	26 0.		
27	Estate tax deduction (from page 1, line 19)	27		
28	Add lines 26 and 27		28	
29	Estate's or trust's share of alternative minimum taxable income. Subtract line 28 from line 25.		29	17,829.

If line 29 is:

- $22,500 or less, stop here and enter -0- on Schedule G, line 1c. The estate or trust is not liable for the alternative minimum tax.
- Over $22,500, but less than $165,000, go to line 45.
- $165,000 or more, enter the amount from line 29 on line 51 and go to line 52.

Part II - Income Distribution on a Minimum Tax Basis

30	Adjusted alternative minimum taxable income (see page 30 of the instructions)		30	
31	Adjusted tax-exempt interest (other than amounts included on line 8)		31	
32	Total net gain from Schedule D (Form 1041), line 15, column (1). If a loss, enter -0-		32	
33	Capital gains for the tax year allocated to corpus and paid or permanently set aside for charitable purposes (from Schedule A, line 4)		33	
34	Capital gains paid or permanently set aside for charitable purposes from gross income (see page 30 of the instructions)		34	
35	Capital gains computed on a minimum tax basis included on line 25		35	( )
36	Capital losses computed on a minimum tax basis included on line 25. Enter as a positive amount		36	
37	Distributable net alternative minimum taxable income (DNAMTI). Combine lines 30 through 36. If zero or less, enter -0-		37	
38	Income required to be distributed currently (from Schedule B, line 9)		38	
39	Other amounts paid, credited, or otherwise required to be distributed (from Schedule B, line 10)		39	
40	Total distributions. Add lines 38 and 39		40	
41	Tax-exempt income included on line 40 (other than amounts included on line 8)		41	
42	Tentative income distribution deduction on a minimum tax basis. Subtract line 41 from line 40		42	
43	Tentative income distribution deduction on a minimum tax basis. Subtract line 31 from line 37. If zero or less, enter -0-		43	
44	**Income distribution deduction on a minimum tax basis.** Enter the smaller of line 42 or line 43. Enter here and on line 26		44	

S CORPORATION PORTION

Part III - Alternative Minimum Tax

45	Exemption amount			45	$22,500
46	Enter the amount from line 29	46			
47	Phase-out of exemption amount	47	$75,000		
48	Subtract line 47 from line 46. If zero or less, enter -0-	48			
49	Multiply line 48 by 25% (.25)			49	
50	Subtract line 49 from line 45. If zero or less, enter -0-			50	
51	Subtract line 50 from line 46			51	17,829.
52	Go to Part IV of Schedule I to figure line 52 if the estate or trust has qualified dividends or has a gain on lines 14a and 15 of column (2) of Schedule D (Form 1041) (as refigured for the AMT, if necessary). Otherwise, if line 51 is - • $175,000 or less, multiply line 51 by 26% (.26). • Over $175,000, multiply line 51 by 28% (.28) and subtract $3,500 from the result			52	4,636.
53	Alternative minimum foreign tax credit (see page 31 of the instructions)			53	
54	Tentative minimum tax. Subtract line 53 from line 52			54	4,636.
55	Enter the tax from Schedule G, line 1a (minus any foreign tax credit from Schedule G, line 2a)			55	6,245.
56	Alternative minimum tax. Subtract line 55 from line 54. If zero or less, enter -0-. Enter here and on Schedule G, line 1c			56	0.

Part IV - Line 52 Computation Using Maximum Capital Gains Rates

Caution: If you did not complete Part V of Schedule D (Form 1041), the Schedule D Tax Worksheet, or the Qualified Dividends Tax Worksheet, see page 32 of the instructions before completing this part.

57	Enter the amount from line 51			57	
58	Enter the amount from Schedule D (Form 1041), line 22, or line 13 of the Schedule D Tax Worksheet, or line 4 of the Qualified Dividends Tax Worksheet, whichever applies (as refigured for the AMT, if necessary)	58			
59	Enter the amount from Schedule D (Form 1041), line 14b, column (2) (as refigured for the AMT, if necessary). If you did not complete Schedule D for the regular tax or the AMT, enter -0-	59			
60	If you did not complete a Schedule D Tax Worksheet for the regular tax or the AMT, enter the amount from line 58. Otherwise, add lines 58 and 59 and enter the **smaller** of that result or the amount from line 10 of the Schedule D Tax Worksheet (as refigured for the AMT, if necessary)	60			
61	Enter the **smaller** of line 57 or line 60			61	
62	Subtract line 61 from line 57			62	
63	If line 62 is $175,000 or less, multiply line 62 by 26% (.26). Otherwise, multiply line 62 by 28% (.28) and subtract $3,500 from the result ▶			63	
64	Maximum amount subject to the 5% rate	64	$2,050		
65	Enter the amount from line 23 of Schedule D (Form 1041), line 14 of the Schedule D Tax Worksheet, or line 5 of the Qualified Dividends Tax Worksheet, whichever applies (as figured for the regular tax). If you did not complete Schedule D or either worksheet for the regular tax, enter -0-	65			
66	Subtract line 65 from line 64. If zero or less, enter -0-	66			
67	Enter the **smaller** of line 57 or line 58	67			
68	Enter the **smaller** of line 66 or line 67	68			
69	Multiply line 68 by 5% (.05) ▶			69	
70	Subtract line 68 from line 67	70			
71	Multiply line 70 by 15% (.15) ▶			71	
	If line 59 is zero or blank, skip lines 72 and 73 and go to line 74. Otherwise, go to line 72.				
72	Subtract line 67 from line 61	72			
73	Multiply line 72 by 25% (.25) ▶			73	
74	Add lines 63, 69, 71, and 73			74	
75	If line 57 is $175,000 or less, multiply line 57 by 26% (.26). Otherwise, multiply line 57 by 28% (.28%) and subtract $3,500 from the result			75	
76	Enter the **smaller** of line 74 or line 75 here and on line 52			76	

DANIEL BERNSTEIN IRREVOCABLE TRUST 20-7354918

FORM 1041 LATE PAYMENT INTEREST STATEMENT 1

DESCRIPTION	DATE	AMOUNT	BALANCE	RATE	DAYS	INTEREST
TAX DUE	04/15/07	6,245.	6,245.	.0700	76	92.
INTEREST RATE CHANGE	06/30/07	0.	6,337.	.0800	107	150.
DATE FILED	10/15/07		6,487.			
TOTAL LATE PAYMENT INTEREST						242.

FORM 1041 LATE PAYMENT PENALTY STATEMENT 2

DESCRIPTION	DATE	AMOUNT	BALANCE	MONTHS	PENALTY
TAX DUE	04/15/07	6,245.	6,245.	6	187.
DATE FILED	10/15/07				
TOTAL LATE PAYMENT PENALTY					187.

DANIEL BERNSTEIN IRREVOCABLE TRUST 20-7354918

ESBT INTEREST STATEMENT 3

DESCRIPTION	U.S. INTEREST	OTHER TAXABLE INTEREST
LIC HOLDINGS, INC. - REGULAR INTEREST	0.	84.
SUBTOTALS	0.	84.
TOTAL INTEREST		84.

ESBT OTHER ORDINARY INCOME STATEMENT 4

DESCRIPTION	AMOUNT
FROM - LIC HOLDINGS, INC.	17,758.
TOTAL TO ESBT WORKSHEET	17,758.

ESBT SCHEDULE I PASSIVE ACTIVITY LOSS STATEMENT 5

NAME OF ACTIVITY	FORM	NET INCOME (LOSS) AMT	NET INCOME (LOSS) REGULAR	ADJUSTMENT
LIC HOLDINGS, INC.	SCH E	17,745.	17,758.	<13.>
TOTAL TO SCHEDULE I, LINE 15				<13.>

ESBT FORM 8582 OTHER PASSIVE ACTIVITIES - WORKSHEET 3 STATEMENT 6

NAME OF ACTIVITY	CURRENT YEAR NET INCOME	CURRENT YEAR NET LOSS	PRIOR YEAR UNALLOWED LOSS	OVERALL GAIN OR LOSS GAIN	OVERALL GAIN OR LOSS LOSS
LIC HOLDINGS, INC.	17,758.	0.	0.	17,758.	0.
TOTALS	17,758.	0.	0.	17,758.	0.

DANIEL BERNSTEIN IRREVOCABLE TRUST 20-7354918

ESBT FORM 8582 SUMMARY OF PASSIVE ACTIVITIES STATEMENT 7

R R E A NAME	FORM OR SCHEDULE	GAIN/LOSS	PRIOR YEAR C/O	NET GAIN/LOSS	UNALLOWED LOSS	ALLOWED LOSS
LIC HOLDINGS, INC.	SCH E	17,758.	0.	17,758.	0.	0.
TOTALS		17,758.	0.	17,758.	0.	0.

PRIOR YEAR CARRYOVERS ALLOWED DUE TO CURRENT YEAR NET ACTIVITY INCOME

TOTAL TO FORM 8582, LINE 11 0.

ESBT FORM 8582 ALTERNATIVE MINIMUM TAX STATEMENT 8
OTHER PASSIVE ACTIVITIES - WORKSHEET 3

NAME OF ACTIVITY	CURRENT YEAR NET INCOME	CURRENT YEAR NET LOSS	PRIOR YEAR UNALLOWED LOSS	OVERALL GAIN OR LOSS GAIN	OVERALL GAIN OR LOSS LOSS
LIC HOLDINGS, INC.	17,745.	0.	0.	17,745.	0.
TOTALS	17,745.	0.	0.	17,745.	0.

950 PENINSULA CORPORATE CIRCLE
SUITE 3010
BOCA RATON, FL 33487

83-643/870

10/3/07

PAY TO THE ORDER OF Daniel Bernstein Trust $ 17,073.86

SEVENTEEN THOUSAND, SEVENTY THREE AND 86/00 ——— DOLLARS

MEMO: DISTRIBUTION, LLC HOLDINGS

Jill Bernstein
AUTHORIZED SIGNATURE

⑈002779⑈ ⑆067006432⑆ 20000340699 50⑈

TS000442

TRUST AGREEMENT

FOR THE

JAKE BERNSTEIN IRREVOCABLE TRUST

September 7, 2006

TRUST AGREEMENT

FOR THE

JAKE BERNSTEIN IRREVOCABLE TRUST

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

ARTICLE 1
BENEFICIARY

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

ARTICLE 2
TRANSFERS TO TRUST

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

ARTICLE 3
IRREVOCABLE PROVISION

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

ARTICLE 4
ADMINISTRATION OF TRUST

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

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

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

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

ARTICLE 5
PROVISIONS GOVERNING TRUSTEES

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 6
PROTECTION OF INTERESTS

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

ARTICLE 7
FIDUCIARY POWERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 8
SUBCHAPTER S STOCK

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

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

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

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

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

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

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

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

ARTICLE 9
PERPETUITIES PROVISION

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

ARTICLE 10
ADMINISTRATION AND CONSTRUCTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 11
MISCELLANEOUS PROVISIONS

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

(a) Trustees.

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

(2) **Corporate Trustee** means a trustee that is a bank, trust company, or other entity authorized to serve as a trustee under the laws of the United States or any state thereof that is not a Related Person to the Settlor. A bank or trust company that does not meet this requirement cannot serve as Trustee.

(b) Internal Revenue Code Terms.

(1) **Internal Revenue Code** means the federal Internal Revenue Code of 1986, as amended from time to time, or successor provisions of future federal internal revenue laws.

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

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

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

(c) Other Terms.

(1) Distributions that are to be made to a person's **descendants, per stirpes,** will be divided into equal shares, so that there will be one share for each living child (if any) of that person and one share for each deceased child who has then living descendants. The share of each deceased child will be further divided among his or her descendants on a per stirpes basis, by reapplying the preceding rule to that deceased child and his or her descendants as many times as necessary.

(2) **Disabled** or **under a disability** means (i) being under the legal age of majority, (ii) having been adjudicated to be incapacitated, or (iii) being unable to manage properly personal or financial affairs because of a mental or physical impairment (whether temporary or permanent in nature). A written certificate executed by an individual's attending physician confirming that person's impairment will be sufficient evidence of disability under item (iii) above, and all persons may rely conclusively on such a certificate.

(3) Removal of a Trustee **for cause** includes, without limitation, the following: the willful or negligent mismanagement of the trust assets by that individual Trustee; the abuse or abandonment of, or inattention to, the trust by that individual Trustee; a federal or state charge against that individual Trustee involving the commission of a felony or serious misdemeanor; an act of theft, dishonesty, fraud, embezzlement, or moral turpitude by that individual Trustee; or the use of narcotics or excessive use of alcohol by that individual Trustee.

(4) The words **will** and **shall** are used interchangeably in this Trust Agreement and mean, unless the context clearly indicates otherwise, that the Trustee must take the action

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

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

(a) A **general power of appointment** granted to a person is one that can be exercised in favor of that person or his or her estate, his or her creditors, or the creditors of his or her estate.

(b) A **special power of appointment** is any power that is not a general power.

(c) A **testamentary power of appointment** (either general or special) is exercisable upon the powerholder's death by his or her Last Will or by a revocable trust agreement established by that person, but only by specific reference to the instrument creating the power. A "testamentary power of appointment" may not be exercised in favor of the person possessing the power.

(d) In determining whether a person has exercised a testamentary power of appointment, the Trustee may rely upon an instrument admitted to probate in any jurisdiction as that person's Last Will, or upon any trust agreement certified to be valid and authentic by sworn statement of the trustee who is serving under that trust agreement. If the Trustee has not received written notice of such an instrument within six months after the powerholder's death, the Trustee may presume that the powerholder failed to exercise that power and will not be liable for acting in accordance with that presumption.

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

11.4 Certifications.

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

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

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

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

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

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

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

Executed as of the date first written above.

Signed in the presence of:

SETTLOR

Simon Bernstein

Two witnesses as to Simon Bernstein

Signed in the presence of:

TRUSTEE
Traci Kratish, P.A.

FOR TRACI KRATISH, P.A.
AS PRESIDENT

Two witnesses as to Traci Kratish

Traci Kratish, President

INITIALS _____
JAKE BERNSTEIN IRREVOCABLE TRUST

Schedule A
Initial Transfers to Trust

Transfer of 6 shares of LIC Holdings, Inc.

STANFORD TRUST COMPANY
445 North Blvd, Suite 820
Baton Rouge, LA 70802

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

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

Cover Page

Statement of Value and Activity

January 1, 2008 - March 31, 2008

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

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Please visit our website @ www.stanfordtrustco.com

Simon Bernstein
950 Peninsula Corp. Circle, Ste 3010
Boca Raton, FL 33487-1387

STANFORD TRUST COMPANY
445 North Blvd, Suite 820
Baton Rouge, LA 70802

Account Summary

Statement of Value and Activity

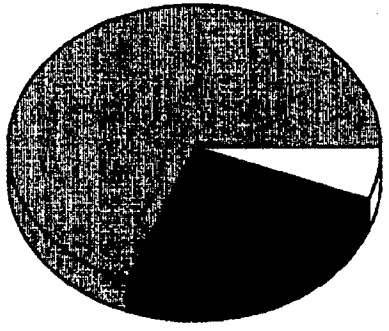
January 1, 2008 - March 31, 2008

Market Value Reconciliation

	This Period	1/1/08 to 3/31/08
Beginning Market Value	**$0.00**	**$0.00**
Additions	$120,000.00	$120,000.00
Distributions	$0.00	$0.00
Fees/Expenses/Taxes	-$6,727.72	-$6,727.72
Income	$491.85	$491.85
Capital Gain Distributions	$0.00	$0.00
Non Cash Asset Changes	$0.00	$0.00
Asset Transfers	$0.00	$0.00
Change in Market Value	$12,098.74	$12,098.74
Ending Market Value	**$125,862.87**	**$125,862.87**
Realized Gains/Losses (Included in Total Above)	-$52.67	-$52.67

Asset Allocation Summary

	Asset Class	Balance
69%	Equity	$90,739.37
25%	Fixed Income	$32,811.35
6%	Cash & Equivalents	$8,490.33
100%	**Total Assets Value**	**$132,041.05**
	Total Liabilities Value	**-$6,178.18**
	Total Portfolio Value	**$125,862.87**



Investment Objective: Growth - Seeks to provide long-term capital appreciation with current income as a secondary consideration

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Asset Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Powershares Dynamic Mid Cap Growth CUSIP: 73935X807	256.00	$20.49	$5,245.44	$5,581.06	-$335.62	$0.00
			$18,654.55	$19,442.41	-$787.86	$64.67
Equity International Developed						
ING Global Real Estate Fd-A CUSIP: 44980R326	344.75	$19.75	$6,808.73	$6,857.00	-$48.27	$374.05
Vanguard European ETF CUSIP: 922042874	140.00	$68.79	$9,630.60	$9,812.66	-$182.06	$329.84
			$16,439.33	$16,669.66	-$230.33	$703.89
Equity International Emerging						
Wisdomtree Emg Mrkt H/Y Equity CUSIP: 97717W315	77.00	$52.09	$4,010.93	$4,206.65	-$195.72	$37.58
			$4,010.93	$4,206.65	-$195.72	$37.58
Equity International Diverse						
American Capital World G&I-F CUSIP: 140543406	161.88	$40.91	$6,622.31	$6,888.94	-$266.63	$160.42
iShares MSCI Brazil Index Fund CUSIP: 464286400	65.00	$77.03	$5,006.95	$5,620.07	-$613.12	$100.69
iShares MSCI Hong Kong CUSIP: 464286871	148.00	$17.95	$2,656.60	$2,809.04	-$152.44	$56.09
iShares MSCI Singapore CUSIP: 464286673	213.00	$12.77	$2,720.01	$2,728.34	-$8.33	$108.42
iShares MSCI United Kingdom CUSIP: 464286699	123.00	$21.56	$2,651.88	$2,810.32	-$158.44	$103.81

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Asset Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Kinetics Paradigm Fund-No LD CUSIP: 494613607	392.14	$25.94	$10,172.03	$10,972.00	-$799.97	$49.80
Market Vectors Russia ETF CUSIP: 57060U506	82.00	$46.53	$3,815.46	$4,118.16	-$302.70	$9.02
T Rowe Price New Asia CUSIP: 77956H500	367.67	$16.66	$6,125.33	$6,857.00	-$731.67	$69.86
			$39,770.57	$42,803.87	-$3,033.30	$658.11
Equity Mid Cap Value						
Allegiant Mid Cap Value I CUSIP: 01748E831	514.02	$12.56	$6,456.07	$6,857.00	-$400.93	$131.07
			$6,456.07	$6,857.00	-$400.93	$131.07
Total Equity			$90,739.37	$95,485.59	-$4,726.22	$1,595.32
Fixed Income						
Fixed Income Mutual Funds						
Oppenheimer International Bond Fund CUSIP: 68380T103	1,653.10	$6.76	$11,174.98	$10,976.64	$198.34	$732.33
Loomis Sayles Bond Fund CUSIP: 543495832	1,055.96	$14.07	$14,857.30	$15,172.19	-$314.89	$945.08

0025755 - 0000127

Asset Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Pioneer Global High Yield Fund CUSIP: 72369G108	612.94	$11.06	$6,779.07	$6,858.75	-$79.68	$619.68
Total Fixed Income			$32,811.35	$33,007.58	-$196.23	$2,297.08
Total All Assets			**$132,041.05**	**$130,785.32**	**-$4,922.45**	**$3,919.69**
Liabilities Income Cash			-$6,178.18			
Total Liabilities			-$6,178.18	$0.00	$0.00	$0.00
Total All Liabilities			**-$6,178.18**	**$0.00**	**$0.00**	**$0.00**
Portfolio Grand Total			**$125,862.87**	**$130,785.32**	**-$4,922.45**	**$3,919.69**

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Transaction Summary

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Transaction Summary

Transaction Category	Principal Cash	Income Cash
Beginning Cash Balance on 1/1/08	**$0.00**	**$0.00**
Receipts		
Dividend Income	$0.00	$491.85
Other Income	$0.00	$0.00
Interest Income	$0.00	$0.00
Additions	$120,000.00	$0.00
Capital Gain Distributions	$0.00	$0.00
Tax Exempt Dividends & Interest	$0.00	$0.00
Total Receipts	**$120,000.00**	**$491.85**
Disbursements		
Distributions	$0.00	$0.00
Fees	-$57.69	-$57.69
Expenses	$0.00	-$362.34
Taxes	$0.00	-$6,250.00
Total Disbursements	**-$57.69**	**-$6,670.03**
Purchases	**-$388,793.14**	**$0.00**
Sales/Maturities	**$275,029.01**	**$0.00**
Asset Transfers		
Free Receipts	$0.00	$0.00
Free Deliveries	$0.00	$0.00
Total Asset Transfers	**$0.00**	**$0.00**
Other	**$0.00**	**$0.00**
Ending Cash Balance on 3/31/08	**$6,178.18**	**-$6,178.18**

0025756 - 0000127

Transaction Detail

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Transaction Details By Category

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
1/1/08	**Beginning Balance**	**$0.00**	**$0.00**	
	Receipts			
	Dividend Income			
1/2/08	Cash Receipt of Dividend Earned on SEI Daily Income Prime Obl #34 Dividend from 12/1/07 to 12/31/07	$0.00	$13.61	$0.00
2/1/08	Cash Receipt of Dividend Earned on SEI Daily Income Prime Obl #34 Dividend from 1/1/08 to 1/31/08	$0.00	$64.52	$0.00
3/3/08	Cash Receipt of Dividend Earned on SEI Daily Income Prime Obl #34 Dividend from 2/1/08 to 2/29/08	$0.00	$211.92	$0.00
3/3/08	Cash Receipt of Dividend Earned on SEI Daily Income TR Treas #38 CL A Dividend from 2/1/08 to 2/29/08	$0.00	$77.28	$0.00
3/3/08	Cash Receipt of Dividend Earned on Oppenheimer Intl Bond Fd-A Dividend from 2/1/08 to 2/29/08	$0.00	$4.64	$0.00
3/3/08	Cash Receipt of Dividend Earned on Pioneer Global High Yield-A Dividend from 2/1/08 to 2/29/08	$0.00	$1.75	$0.00
3/24/08	Cash Receipt of Dividend Earned on American Capital World G&I-F $0.1983/Unit on 161.076 Units Due 3/24/08	$0.00	$31.94	$0.00
3/26/08	Cash Receipt of Dividend Earned on Loomis Sayles Bond Fund-Ret $0.0821/Unit on 1,049.826 Units Due 3/25/08	$0.00	$86.19	$0.00
		$0.00	$491.85	

0025757 - 0000127

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
	Additions			
2/5/08	Cash Receipt Addition to Account Lic Holdings, Inc Check #1161 DTD 12/31/07	$120,000.00	$0.00	$0.00
		$120,000.00	$0.00	
Total Receipts		**$120,000.00**	**$491.85**	
	Disbursements			
	Fees			
3/25/08	Fee Collected Based on A Market Value of $124,781.17	-$57.69	$0.00	$0.00
3/25/08	Fee Collected Based on A Market Value of $124,781.17	$0.00	-$57.69	$0.00
		-$57.69	-$57.69	
	Expenses			
3/14/08	Cash Disbursement Paid to United States Treasury Other Fees and Expenses Paid for Jacob Berstein IRREV Trust Penalty and Interest - 1041 for Period 12/31/06	$0.00	-$362.34	$0.00
		$0.00	-$362.34	

0025757 - 0000127

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
	Taxes			
3/17/08	Cash Disbursement Paid to United States Treasury Federal Estimated Tax Payments Paid for Jacob Berstein IRREV Trust 1/15/08 Estimated Tax - 2007 Form 1041-Es	$0.00	-$6,250.00	$0.00
		$0.00	-$6,250.00	
Total Disbursements		**-$57.69**	**-$6,670.03**	
	Purchases			
	Purchases			
1/2/08	Purchased 13.61 Units of SEI Daily Income Prime Obl #34 Trade Date 12/31/07 Posted Thru Mfd Income Reinvestment of Income Received 12/31/07	-$13.61	$0.00	$0.00
2/1/08	Purchased 64.52 Units of SEI Daily Income Prime Obl #34 Trade Date 1/31/08 Reinvestment of Income Received 1/31/08	-$64.52	$0.00	$0.00
2/5/08	Purchased 120,000 Units of SEI Daily Income Prime Obl #34 Trade Date 2/5/08	-$120,000.00	$0.00	$0.00
2/20/08	Purchased 137,151.99 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/20/08	-$137,151.99	$0.00	$0.00
2/28/08	Purchased 514.018 Units of Allegiant Mid Cap Value I Trade Date 2/27/08 514.018 Units At $13.34	-$6,857.00	$0.00	$0.00

0025768 - 0000127

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
2/28/08	Purchased 161.076 Units of American Capital World G&I-F Trade Date 2/27/08 161.076 Units At $42.57	-$6,857.00	$0.00	$0.00
2/28/08	Purchased 526.825 Units of Hussman Strategic Growth Fund Trade Date 2/27/08 526.825 Units At $15.62	-$8,229.00	$0.00	$0.00
2/28/08	Purchased 344.746 Units of ING Global Real Estate Fd-A Trade Date 2/27/08 344.746 Units At $19.89	-$6,857.00	$0.00	$0.00
2/28/08	Purchased 205.468 Units of Keeley Small Cap Val Fd-A Trade Date 2/27/08 205.468 Units At $26.70	-$5,486.00	$0.00	$0.00
2/28/08	Purchased 392.137 Units of Kinetics Paradigm Fund-No LD Trade Date 2/27/08 392.137 Units At $27.98	-$10,972.00	$0.00	$0.00
2/28/08	Purchased 367.667 Units of T Rowe Price New Asia Trade Date 2/27/08 367.667 Units At $18.65	-$6,857.00	$0.00	$0.00
2/28/08	Purchased 1,049.826 Units of Loomis Sayles Bond Fund-Ret Trade Date 2/27/08 1,049.826 Units At $14.37	-$15,086.00	$0.00	$0.00
2/28/08	Purchased 1,652.41 Units of Oppenheimer Intl Bond Fd-A Trade Date 2/27/08 1,652.41 Units At $6.64	-$10,972.00	$0.00	$0.00

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Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
2/28/08	Purchased 612.779 Units of Pioneer Global High Yield-A Trade Date 2/27/08 612.779 Units At $11.19	-$6,857.00	$0.00	$0.00
2/29/08	Purchased 148 Units of iShares MSCI Hong Kong Trade Date 2/26/08 148 Units At $18.98	-$2,809.04	$0.00	$0.00
2/29/08	Purchased 47 Units of Market Vectors Agribusiness Trade Date 2/26/08 47 Units At $59.30	-$2,787.10	$0.00	$0.00
2/29/08	Purchased 56 Units of iShares MSCI Switzerland Index Trade Date 2/26/08 56 Units At $25.476	-$1,426.66	$0.00	$0.00
2/29/08	Purchased 55 Units of Market Vectors Russia ETF Trade Date 2/26/08 55 Units At $50.9094	-$2,800.02	$0.00	$0.00
2/29/08	Purchased 54 Units of iShares S&P Gsti Semiconductor Index Trade Date 2/26/08 54 Units At $52.6899	-$2,845.25	$0.00	$0.00
2/29/08	Purchased 123 Units of iShares MSCI United Kingdom Trade Date 2/26/08 123 Units At $22.8481	-$2,810.32	$0.00	$0.00
2/29/08	Purchased 213 Units of iShares MSCI Singapore Trade Date 2/26/08 213 Units At $12.8091	-$2,728.34	$0.00	$0.00

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Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
2/29/08	Purchased 256 Units of Powershares Dynamic Mid Cap Growth Trade Date 2/26/08 256 Units At $21.801	-$5,581.06	$0.00	$0.00
2/29/08	Purchased 65 Units of iShares MSCI Brazil Index Fund Trade Date 2/26/08 65 Units At $86.4626	-$5,620.07	$0.00	$0.00
2/29/08	Purchased 140 Units of Vanguard European ETF Trade Date 2/26/08 140 Units At $70.0904	-$9,812.66	$0.00	$0.00
2/29/08	Purchased 77 Units of Wisdomtree Emg Mtks H/Y Equity Trade Date 2/26/08 77 Units At $54.6318	-$4,206.65	$0.00	$0.00
3/3/08	Purchased 77.28 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/29/08 Reinvestment of Income Received 2/29/08	-$77.28	$0.00	$0.00
3/3/08	Purchased 0.694 Units Oppenheimer Intl Bond Fd-A @ $6.69 through Reinvestment of Cash Dividend Due 3/3/08	-$4.64	$0.00	$0.00
3/3/08	Purchased 0.157 Units Pioneer Global High Yield-A @ $11.16 through Reinvestment of Cash Dividend Due 3/3/08	-$1.75	$0.00	$0.00
3/6/08	Purchased 211.92 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/6/08	-$211.92	$0.00	$0.00

0025758 - 0800127

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
3/19/08	Purchased 27 Units of Market Vectors Russia ETF Trade Date 3/14/08 Paid $1.08 Brokerage 27 Units At $48.779983	-$1,318.14	$0.00	$0.00
3/20/08	Purchased 1,373.99 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/20/08	-$1,373.99	$0.00	$0.00
3/24/08	Purchased 0.799 Units American Capital World G&I-F @ $39.96 through Reinvestment of Cash Dividend Due 3/24/08	-$31.94	$0.00	$0.00
3/26/08	Purchased 6.13 Units Loomis Sayles Bond Fund-Ret @ $14.06 through Reinvestment of Cash Dividend Due 3/25/08	-$86.19	$0.00	$0.00
Total Purchases		**-$388,793.14**	**$0.00**	
	Sales/Maturities			
	Sales/Maturities			
2/20/08	Sold 137,151.99 Units of SEI Daily Income Prime Obl #34 Trade Date 2/20/08	$137,151.99	$0.00	$0.00
2/28/08	Sold 85,030 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/28/08	$85,030.00	$0.00	$0.00
2/29/08	Sold 43,427.17 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/29/08	$43,427.17	$0.00	$0.00
3/14/08	Sold 362.34 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/14/08	$362.34	$0.00	$0.00

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
3/17/08	Sold 6,250 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/17/08	$6,250.00	$0.00	$0.00
3/19/08	Sold 1,318.14 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/19/08	$1,318.14	$0.00	$0.00
3/20/08	Sold 56 Units of iShares MSCI Switzerland Index Trade Date 3/17/08 Paid $2.24 Brokerage Paid $0.02 SEC Fee St Capital Loss of $52.67- on Federal Cost Federal Tax Cost $1,426.66 56 Units At $24.575952	$1,373.99	$0.00	-$52.67
3/25/08	Sold 115.38 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/25/08	$115.38	$0.00	$0.00
Total Sales/Maturities		**$275,029.01**	**$0.00**	
3/31/08	**Ending Balance**	**$6,178.18**	**-$6,178.18**	

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Pending Trades

Statement of Value and Activity

January 1, 2008 - March 31, 2008

No pending trades.

0025761 - 0900127

STANFORD TRUST COMPANY
445 North Blvd, Suite 820
Baton Rouge, LA 70802

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

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

Cover Page

Statement of Value and Activity

October 1, 2007 - December 31, 2007

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

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Please visit our website @ www.stanfordtrustco.com

Jake Bernstein
c/o Simon Bernstein
15807 Menton Bay Ct.
Delray Beach, FL 33446

STANFORD TRUST COMPANY
445 North Blvd, Suite 820
Baton Rouge, LA 70802

Account Summary

Statement of Value and Activity

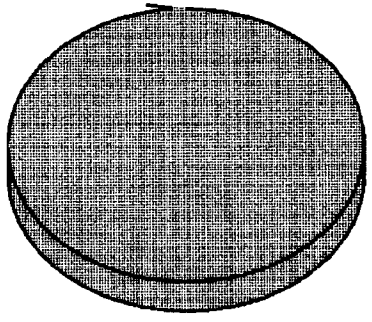
October 1, 2007 - December 31, 2007

Market Value Reconciliation

	This Period	*1/1/07 to 12/31/07*
Beginning Market Value	**$0.00**	**$0.00**
Additions	$17,073.86	$17,073.86
Distributions	$0.00	$0.00
Fees/Expenses/Taxes	$0.00	$0.00
Income	$0.00	$0.00
Capital Gain Distributions	$0.00	$0.00
Non Cash Asset Changes	$0.00	$0.00
Asset Transfers	$0.00	$0.00
Change in Market Value	$0.00	$0.00
Ending Market Value	**$17,073.86**	**$17,073.86**
Realized Gains/Losses (Included in Total Above)	$0.00	$0.00

Asset Allocation Summary

	Asset Class	*Balance*
100%	Cash & Equivalents	$17,073.86
100%	**Total Assets Value**	**$17,073.86**



Investment Objective: Growth - Seeks to provide long-term capital appreciation with current income as a secondary consideration

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Transaction Summary

Transaction Category	Principal Cash	Income Cash
Beginning Cash Balance on 10/1/07	**$0.00**	**$0.00**
Receipts		
Dividend Income	$0.00	$0.00
Other Income	$0.00	$0.00
Interest Income	$0.00	$0.00
Additions	$17,073.86	$0.00
Capital Gain Distributions	$0.00	$0.00
Tax Exempt Dividends & Interest	$0.00	$0.00
Total Receipts	**$17,073.86**	**$0.00**
Disbursements		
Distributions	$0.00	$0.00
Fees	$0.00	$0.00
Expenses	$0.00	$0.00
Taxes	$0.00	$0.00
Total Disbursements	**$0.00**	**$0.00**
Purchases	**-$17,073.86**	**$0.00**
Sales/Maturities	**$0.00**	**$0.00**
Asset Transfers		
Free Receipts	$0.00	$0.00
Free Deliveries	$0.00	$0.00
Total Asset Transfers	**$0.00**	**$0.00**
Other	**$0.00**	**$0.00**
Ending Cash Balance on 12/31/07	**$0.00**	**$0.00**

Pending Trades

Statement of Value and Activity

October 1, 2007 - December 31, 2007

No pending trades.

Transaction Detail

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Transaction Details By Category

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
10/1/07	**Beginning Balance**	**$0.00**	**$0.00**	
	Receipts			
	Additions			
12/26/07	Cash Receipt Deposits Arbitrage International Ck#2781 DTD 10/3/07	$17,073.86	$0.00	$0.00
Total Receipts		**$17,073.86**	**$0.00**	
	Purchases			
	Purchases			
12/26/07	Purchased 17,073.86 Units of SEI Daily Income Prime Obl #34 Trade Date 12/26/07	-$17,073.86	$0.00	$0.00
Total Purchases		**-$17,073.86**	**$0.00**	
12/31/07	**Ending Balance**	**$0.00**	**$0.00**	

Asset Detail

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Asset Detail

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Cash & Equivalents						
Money Market Funds						
SEI Daily Income Prime Obl #34 CUSIP: 783965403	17,073.86	$1.00	$17,073.86	$17,073.86	$0.00	$828.08
Total Cash & Equivalents			$17,073.86	$17,073.86	$0.00	$828.08
Total All Assets			**$17,073.86**	**$17,073.86**	**$0.00**	**$828.08**

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EXTENSION GRANTED TO 10/15/2007

Form **1041** Department of the Treasury - Internal Revenue Service

U.S. Income Tax Return for Estates and Trusts

2006

OMB No. 1545-0092

COPY

For calendar year 2006 or fiscal year beginning , 2006 and ending

A Type of entity:
- [ ] Decedent's estate
- [ ] Simple trust
- [X] Complex trust
- [ ] Qualified disability trust
- [X] ESBT (S portion only)
- [ ] Grantor type trust
- [ ] Bankruptcy estate-Ch. 7
- [ ] Bankruptcy estate-Ch. 11
- [ ] Pooled income fund

Name of estate or trust (If a grantor type trust, see page 12 of the instructions.)

JACOB BERNSTEIN IRREVOCABLE TRUST

Name and title of fiduciary

STANFORD TRUST COMPANY, TRUSTEE

Number, street, and room or suite no. (If a P.O. box, see page 12 of the instructions.)

445 NORTH BOULEVARD, 8TH FLOOR EAST

City or town, state, and ZIP code

BATON ROUGE , LA 70802

C Employer identification number: 20 7294171

D Date entity created: 09/01/2006

E Nonexempt charitable and split-interest trusts, check applicable boxes (see pg 13 of the instr.):
- [ ] Described in section 4947(a)(1)
- [ ] Not a private foundation
- [ ] Described in section 4947(a)(2)

B No. of Sch K-1 attached ▶ 0

F Check applicable boxes: [X] Initial return [ ] Final return [ ] Amended return [ ] Change in trust's name [ ] Change in fiduciary [ ] Change in fiduciary's name [ ] Change in fiduciary's address

G Pooled mortgage account (see page 14 of the instructions): [ ] Bought [ ] Sold Date:

Income	1	Interest income	1	
	2a	Total ordinary dividends	2a	
	b	Qualified dividends allocable to: (1) Beneficiaries _____ (2) Estate or trust _____		
	3	Business income or (loss). Attach Schedule C or C-EZ (Form 1040)	3	
	4	Capital gain or (loss). Attach Schedule D (Form 1041)	4	
	5	Rents, royalties, partnerships, other estates and trusts, etc. Attach Schedule E (Form 1040)	5	
	6	Farm income or (loss). Attach Schedule F (Form 1040)	6	
	7	Ordinary gain or (loss). Attach Form 4797	7	
	8	Other income. List type and amount	8	
	9	**Total income.** Combine lines 1, 2a, and 3 through 8 ▶	9	
Deductions	10	Interest. Check if Form 4952 is attached ▶ [ ]	10	
	11	Taxes	11	
	12	Fiduciary fees	12	
	13	Charitable deduction (from Schedule A, line 7)	13	
	14	Attorney, accountant, and return preparer fees	14	
	15a	Other deductions not subject to the 2% floor (attach schedule)	15a	
	b	Allowable miscellaneous itemized deductions subject to the 2% floor	15b	
	16	Add lines 10 through 15b ▶	16	
	17	Adjusted total income or (loss). Subtract line 16 from line 9 17		
	18	Income distribution deduction (from Schedule B, line 15). Attach Schedules K-1 (Form 1041)	18	
	19	Estate tax deduction including certain generation-skipping taxes (attach computation)	19	
	20	Exemption	20	100.
	21	Add lines 18 through 20 ▶	21	100.
Tax and Payments	22	Taxable income. Subtract line 21 from line 17. If a loss, see page 20 of the instructions	22	<100.>
	23	**Total tax** (from Schedule G, line 7)	23	6,245.
	24	**Payments:** a 2006 estimated tax payments and amount applied from 2005 return	24a	
	b	Estimated tax payments allocated to beneficiaries (from Form 1041-T)	24b	
	c	Subtract line 24b from line 24a	24c	
	d	Tax paid with Form 7004 (see page 20 of the instructions)	24d	
	e	Federal income tax withheld. If any is from Form(s) 1099, check ▶ [ ]	24e	
	f	Credit for federal telephone excise tax paid. Attach Form 8913	24f	
		Other payments: g Form 2439 _____ ; h Form 4136 _____ ; Total ▶	24i	
	25	**Total payments.** Add lines 24c through 24f, and 24i ▶	25	
	26	Estimated tax penalty (see page 20 of the instructions)	26	
	27	**Tax due.** If line 25 is smaller than the total of lines 23 and 26, enter amount owed **	27	6,245.
	28	**Overpayment.** If line 25 is larger than the total of lines 23 and 26, enter amount overpaid	28	
	29	Amount of line 28 to be: a Credited to 2007 estimated tax ▶ ; b Refunded ▶	29	

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Signature of fiduciary or officer representing fiduciary | Date | EIN of fiduciary if a financial institution

May the IRS discuss this return with the preparer shown below (see instr.)? [X] Yes [ ] No

Paid Preparer's Use Only

Preparer's signature | Date 10/8/07 | Check if self-employed [ ] | Preparer's SSN or PTIN P00127193

Firm's name (or yours if self-employed), address, and ZIP code: GOLDSTEIN LEWIN & CO., 1900 N.W. CORPORATE BLVD. STE E-300, BOCA RATON, FL 33431-8502 | EIN 59 2147155 | Phone no. (561)994-5050

JWA

610801 02-05-07 For Privacy Act and Paperwork Reduction Act Notice, see the separate instructions. ** STMT 1 STMT 2 Form **1041** (2006)

Form **7004**
(Rev. December 2006)
Department of the Treasury
Internal Revenue Service

Application for Automatic 6-Month Extension of Time To File Certain Business Income Tax, Information, and Other Returns

▸ File a separate application for each return.

OMB No. 1545-0233

Type or Print

File by the due date for the return for which an extension is requested. See instructions.

Name	Identifying number
Jacob Bernstein Irrevocable Trust	20-7294171

Number, street, and room or suite no. (If P.O. box, see instructions.)
c/o Goldstein Lewin & Co. 1900 NW Corp. Blvd. Suite 300E

City, town, state, and ZIP code (If a foreign address, enter city, province or state, and country (follow the country's practice for entering postal code)).
Boca Raton, FL 33431

Note. See instructions before completing this form.

1 Enter the form code for the return that this application is for (see below)..... 05

2 If the foreign corporation does not have an office or place of business in the United States, check here..... ▸ ☐

3 If the organization is a corporation or partnership that qualifies under Regulations section 1.6081-5, check here. ▸ ☐

4a The application is for calendar year 2006, or tax year beginning ___, 20___, and ending ___, 20___

b **Short tax year.** If this tax year is less than 12 months, check the reason:
☐ Initial return ☐ Final return ☐ Change in accounting period ☐ Consolidated return to be filed

5 If the organization is a corporation and is the common parent of a group that intends to file a consolidated return, check here..... ▸ ☐
If checked, attach a schedule, listing the name, address, and Employer Identification Number (EIN) for each member covered by this application.

6	Tentative total tax.....	6	0.00
7	**Total** payments and credits (see instructions).....	7	0.00
8	**Balance due.** Subtract line 7 from line 6. **Generally, you must deposit this amount using the Electronic Federal Tax Payment System (EFTPS), a Federal Tax Deposit (FTD) Coupon, or Electronic Funds Withdrawal (EFW)** (see instructions for exceptions).....	8	0.00

Application Is For:	Form Code	Application Is For:	Form Code
		Form 1120-H	17
Form 706-GS(T)	02		
		Form 1120-ND	19
Form 1041 (estate)	04		
		Form 1120-PC	21
Form 1041-N	06		
		Form 1120-REIT	23
Form 1042	08		
		Form 1120-S	25
Form 1065-B	10		
		Form 3520-A	27
Form 1120	12		
		Form 8613	29
Form 1120-A	14		
		Form 8804	31
Form 1120-F	15		
		Form 8876	33

For Paperwork Reduction Act Notice, see instructions. Form **7004** (Rev. 12-2006)

ISA
STF XDXP1000

Schedule A **Charitable Deduction.** Do not complete for a simple trust or a pooled income fund.

1	Amounts paid or permanently set aside for charitable purposes from gross income (see page 21 of the instructions)	1	
2	Tax-exempt income allocable to charitable contributions (see page 21 of the instructions)	2	
3	Subtract line 2 from line 1	3	
4	Capital gains for the tax year allocated to corpus and paid or permanently set aside for charitable purposes	4	
5	Add lines 3 and 4	5	
6	Section 1202 exclusion allocable to capital gains paid or permanently set aside for charitable purposes (see instructions)	6	
7	Charitable deduction. Subtract line 6 from 5. Enter here and on page 1, line 13	7	

Schedule B **Income Distribution Deduction**

1	Adjusted total income (see page 22 of the instructions)	1	
2	Adjusted tax-exempt interest	2	
3	Total net gain from Schedule D (Form 1041), line 15, column (1) (see page 22 of the instructions)	3	
4	Enter amount from Schedule A, line 4 (minus any allocable section 1202 exclusion)	4	
5	Capital gains for the tax year included on Schedule A, line 1 (see page 22 of the instructions)	5	
6	Enter any gain from page 1, line 4, as a negative number. If page 1, line 4, is a loss, enter the loss as a positive number	6	
7	Distributable net income (DNI). Combine lines 1 through 6. If zero or less, enter -0-	7	
8	If a complex trust, enter accounting income for the tax year as determined under the governing instrument and applicable local law	8	0.
9	Income required to be distributed currently	9	
10	Other amounts paid, credited, or otherwise required to be distributed	10	
11	Total distributions. Add lines 9 and 10. If greater than line 8, see page 22 of the instructions	11	
12	Enter the amount of tax-exempt income included on line 11	12	
13	Tentative income distribution deduction. Subtract line 12 from line 11	13	
14	Tentative income distribution deduction. Subtract line 2 from line 7. If zero or less, enter -0-	14	
15	Income distribution deduction. Enter the smaller of line 13 or line 14 here and on page 1, line 18	15	

Schedule G **Tax Computation** (see page 23 of the instructions)

1	Tax: a Tax on taxable income (see page 23 of the instructions)	1a	0.		
	b Tax on lump-sum distributions. Attach Form 4972	1b			
	c Alternative minimum tax (from Schedule I, line 56)	1c			
	d Total. Add lines 1a through 1c ▶			1d	0.
2a	Foreign tax credit. Attach Form 1116	2a			
b	Other nonbusiness credits (attach schedule)	2b			
c	General business credit. Enter here and check which forms are attached: ☐ Form 3800 ☐ Forms (specify) ▶	2c			
d	Credit for prior year minimum tax. Attach Form 8801	2d			
3	Total credits. Add lines 2a through 2d ▶			3	
4	Subtract line 3 from line 1d. If zero or less, enter -0-			4	0.
5	Recapture taxes. Check if from: ☐ Form 4255 ☐ Form 8611			5	
6	Household employment taxes. Attach Schedule H (Form 1040)			6	
7	Total tax. Add lines 4 through 6. Enter here and on page 1, line 23 ▶			7	6,245.

Other Information SEC. 641(C): 6,245.

		Yes	No
1	Did the estate or trust receive tax-exempt income? If "Yes," attach a computation of the allocation of expenses. Enter the amount of tax-exempt interest income and exempt-interest dividends ▶ $		X
2	Did the estate or trust receive all or any part of the earnings (salary, wages, and other compensation) of any individual by reason of a contract assignment or similar arrangement?		X
3	At any time during calendar year 2006, did the estate or trust have an interest in or a signature or other authority over a bank, securities, or other financial account in a foreign country? See page 25 of the instructions for exceptions and filing requirements for Form TD F 90-22.1. If "Yes," enter the name of the foreign country ▶		X
4	During the tax year, did the estate or trust receive a distribution from, or was it the grantor of, or transferor to, a foreign trust? If "Yes," the estate or trust may have to file Form 3520. See page 25 of the instructions		X
5	Did the estate or trust receive, or pay, any qualified residence interest on seller-provided financing? If "Yes," see page 25 for required attachment		X
6	If this is an estate or a complex trust making the section 663(b) election, check here (see page 25 of the instructions) ▶ ☐		
7	To make a section 643(e)(3) election, attach Schedule D (Form 1041), and check here (see page 25 of the instructions) ▶ ☐		
8	If the decedent's estate has been open for more than 2 years, attach an explanation for the delay in closing the estate, and check here ▶ ☐		
9	Are any present or future trust beneficiaries skip persons? See page 25 of the instructions	X	

1041	Electing Small Business Trust Tax Calculation	2006

Name of Trust	Employer ID Number
JACOB BERNSTEIN IRREVOCABLE TRUST	20-7294171

Income

Interest	SEE STATEMENT 3	84.
Total Ordinary Dividends		
Less: Qualified Dividends		
Net Dividends		
Other Ordinary Income	SEE STATEMENT 4	17,758.
Net Short-Term Capital Gain		
Ordinary Gains		
Other Income		
Total Income		17,842.

Deductions

Interest	
Taxes	
Fiduciary Fees	
Charitable Deduction	
Attorney, Accountant, Return Preparation Fees	
Other Deductions - Not Subject to 2% Limit	
Other Deductions - Subject to 2% Limit	
Total Deductions	

Tax and Credits

Taxable Income	17,842.
Tax - 35%	6,245.
Net Long-Term Capital Gain and Qualified Dividends Tax	
Total Regular Tax	6,245.
Alternative Minimum Tax	
Total Tax	6,245.
Credits	
Recapture and Other Taxes	
Net Tax - to Form 1041, Schedule G, line 7	6,245.

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05-01-06

S CORPORATION PORTION

Schedule I **Alternative Minimum Tax** (see pages 26 through 32 of the instructions)

Part I - Estate's or Trust's Share of Alternative Minimum Taxable Income

1	Adjusted total income or (loss) (from page 1, line 17)		1	17,842.
2	Interest		2	
3	Taxes		3	
4	Miscellaneous itemized deductions (from page 1, line 15b)		4	
5	Refund of taxes		5	( )
6	Depletion (difference between regular tax and AMT)		6	
7	Net operating loss deduction. Enter as a positive amount		7	
8	Interest from specified private activity bonds exempt from the regular tax		8	
9	Qualified small business stock (see page 27 of the instructions)		9	
10	Exercise of incentive stock options (excess of AMT income over regular tax income)		10	
11	Other estates and trusts (amount from Schedule K-1 (Form 1041), box 12, code A)		11	
12	Electing large partnerships (amount from Schedule K-1 (Form 1065-B), box 6)		12	
13	Disposition of property (difference between AMT and regular tax gain or loss)		13	
14	Depreciation on assets placed in service after 1986 (difference between regular tax and AMT)		14	
15	Passive activities (difference between AMT and regular tax income or loss)	SEE STATEMENT 5	15	<12.>
16	Loss limitations (difference between AMT and regular tax income or loss)		16	
17	Circulation costs (difference between regular tax and AMT)		17	
18	Long-term contracts (difference between AMT and regular tax income)		18	
19	Mining costs (difference between regular tax and AMT)		19	
20	Research and experimental costs (difference between regular tax and AMT)		20	
21	Income from certain installment sales before January 1, 1987		21	( )
22	Intangible drilling costs preference		22	
23	Other adjustments, including income-based related adjustments		23	
24	Alternative tax net operating loss deduction (See the instructions for the limitation that applies)		24	( )
25	Adjusted alternative minimum taxable income. Combine lines 1 through 24		25	17,830.
	Note: Complete Part II below before going to line 26.			
26	Income distribution deduction from Part II, line 44	26 0.		
27	Estate tax deduction (from page 1, line 19)	27		
28	Add lines 26 and 27		28	
29	Estate's or trust's share of alternative minimum taxable income. Subtract line 28 from line 25.		29	17,830.

If line 29 is:

- $22,500 or less, stop here and enter -0- on Schedule G, line 1c. The estate or trust is not liable for the alternative minimum tax.
- Over $22,500, but less than $165,000, go to line 45.
- $165,000 or more, enter the amount from line 29 on line 51 and go to line 52.

Part II - Income Distribution on a Minimum Tax Basis

30	Adjusted alternative minimum taxable income (see page 30 of the instructions)	30	
31	Adjusted tax-exempt interest (other than amounts included on line 8)	31	
32	Total net gain from Schedule D (Form 1041), line 15, column (1). If a loss, enter -0-	32	
33	Capital gains for the tax year allocated to corpus and paid or permanently set aside for charitable purposes (from Schedule A, line 4)	33	
34	Capital gains paid or permanently set aside for charitable purposes from gross income (see page 30 of the instructions)	34	
35	Capital gains computed on a minimum tax basis included on line 25	35	( )
36	Capital losses computed on a minimum tax basis included on line 25. Enter as a positive amount	36	
37	Distributable net alternative minimum taxable income (DNAMTI). Combine lines 30 through 36. If zero or less, enter -0-	37	
38	Income required to be distributed currently (from Schedule B, line 9)	38	
39	Other amounts paid, credited, or otherwise required to be distributed (from Schedule B, line 10)	39	
40	Total distributions. Add lines 38 and 39	40	
41	Tax-exempt income included on line 40 (other than amounts included on line 8)	41	
42	Tentative income distribution deduction on a minimum tax basis. Subtract line 41 from line 40	42	
43	Tentative income distribution deduction on a minimum tax basis. Subtract line 31 from line 37. If zero or less, enter -0-	43	
44	**Income distribution deduction on a minimum tax basis.** Enter the smaller of line 42 or line 43. Enter here and on line 26	44	

S CORPORATION PORTION

Form 1041 (2006) JACOB BERNSTEIN IRREVOCABLE TRUST 20-7294171 Page 4

Part III - Alternative Minimum Tax

45	Exemption amount			45	$22,500
46	Enter the amount from line 29	46			
47	Phase-out of exemption amount	47	$75,000		
48	Subtract line 47 from line 46. If zero or less, enter -0-	48			
49	Multiply line 48 by 25% (.25)			49	
50	Subtract line 49 from line 45. If zero or less, enter -0-			50	
51	Subtract line 50 from line 46			51	17,830.
52	Go to Part IV of Schedule I to figure line 52 if the estate or trust has qualified dividends or has a gain on lines 14a and 15 of column (2) of Schedule D (Form 1041) (as refigured for the AMT, if necessary). Otherwise, if line 51 is - • $175,000 or less, multiply line 51 by 26% (.26). • Over $175,000, multiply line 51 by 28% (.28) and subtract $3,500 from the result			52	4,636.
53	Alternative minimum foreign tax credit (see page 31 of the instructions)			53	
54	Tentative minimum tax. Subtract line 53 from line 52			54	4,636.
55	Enter the tax from Schedule G, line 1a (minus any foreign tax credit from Schedule G, line 2a)			55	6,245.
56	Alternative minimum tax. Subtract line 55 from line 54. If zero or less, enter -0-. Enter here and on Schedule G, line 1c			56	0.

Part IV - Line 52 Computation Using Maximum Capital Gains Rates

Caution: If you did not complete Part V of Schedule D (Form 1041), the Schedule D Tax Worksheet, or the Qualified Dividends Tax Worksheet, see page 32 of the instructions before completing this part.

57	Enter the amount from line 51			57	
58	Enter the amount from Schedule D (Form 1041), line 22, or line 13 of the Schedule D Tax Worksheet, or line 4 of the Qualified Dividends Tax Worksheet, whichever applies (as refigured for the AMT, if necessary)	58			
59	Enter the amount from Schedule D (Form 1041), line 14b, column (2) (as refigured for the AMT, if necessary). If you did not complete Schedule D for the regular tax or the AMT, enter -0-	59			
60	If you did not complete a Schedule D Tax Worksheet for the regular tax or the AMT, enter the amount from line 58. Otherwise, add lines 58 and 59 and enter the smaller of that result or the amount from line 10 of the Schedule D Tax Worksheet (as refigured for the AMT, if necessary)	60			
61	Enter the smaller of line 57 or line 60			61	
62	Subtract line 61 from line 57			62	
63	If line 62 is $175,000 or less, multiply line 62 by 26% (.26). Otherwise, multiply line 62 by 28% (.28) and subtract $3,500 from the result		▶	63	
64	Maximum amount subject to the 5% rate	64	$2,050		
65	Enter the amount from line 23 of Schedule D (Form 1041), line 14 of the Schedule D Tax Worksheet, or line 5 of the Qualified Dividends Tax Worksheet, whichever applies (as figured for the regular tax). If you did not complete Schedule D or either worksheet for the regular tax, enter -0-	65			
66	Subtract line 65 from line 64. If zero or less, enter -0-	66			
67	Enter the smaller of line 57 or line 58	67			
68	Enter the smaller of line 66 or line 67	68			
69	Multiply line 68 by 5% (.05)		▶	69	
70	Subtract line 68 from line 67	70			
71	Multiply line 70 by 15% (.15)		▶	71	
	If line 59 is zero or blank, skip lines 72 and 73 and go to line 74. Otherwise, go to line 72.				
72	Subtract line 67 from line 61	72			
73	Multiply line 72 by 25% (.25)		▶	73	
74	Add lines 63, 69, 71, and 73			74	
75	If line 57 is $175,000 or less, multiply line 57 by 26% (.26). Otherwise, multiply line 57 by 28% (.28%) and subtract $3,500 from the result			75	
76	Enter the smaller of line 74 or line 75 here and on line 52			76	

JWA Form 1041 (2006)

619662
02-05-07

JACOB BERNSTEIN IRREVOCABLE TRUST 20-7294171

FORM 1041 LATE PAYMENT INTEREST STATEMENT 1

DESCRIPTION	DATE	AMOUNT	BALANCE	RATE	DAYS	INTEREST
TAX DUE	04/15/07	6,245.	6,245.	.0700	76	92.
INTEREST RATE CHANGE	06/30/07	0.	6,337.	.0800	107	150.
DATE FILED	10/15/07		6,487.			
TOTAL LATE PAYMENT INTEREST						242.

FORM 1041 LATE PAYMENT PENALTY STATEMENT 2

DESCRIPTION	DATE	AMOUNT	BALANCE	MONTHS	PENALTY
TAX DUE	04/15/07	6,245.	6,245.	6	187.
DATE FILED	10/15/07				
TOTAL LATE PAYMENT PENALTY					187.

JACOB BERNSTEIN IRREVOCABLE TRUST 20-7294171

ESBT INTEREST STATEMENT 3

DESCRIPTION	U.S. INTEREST	OTHER TAXABLE INTEREST
LIC HOLDINGS, INC. - REGULAR INTEREST	0.	84.
SUBTOTALS	0.	84.
TOTAL INTEREST		84.

ESBT OTHER ORDINARY INCOME STATEMENT 4

DESCRIPTION	AMOUNT
FROM - LIC HOLDINGS, INC.	17,758.
TOTAL TO ESBT WORKSHEET	17,758.

ESBT SCHEDULE I PASSIVE ACTIVITY LOSS STATEMENT 5

NAME OF ACTIVITY	FORM	NET INCOME (LOSS) AMT	NET INCOME (LOSS) REGULAR	ADJUSTMENT
LIC HOLDINGS, INC.	SCH E	17,746.	17,758.	<12.>
TOTAL TO SCHEDULE I, LINE 15				<12.>

ESBT FORM 8582 OTHER PASSIVE ACTIVITIES - WORKSHEET 3 STATEMENT 6

NAME OF ACTIVITY	CURRENT YEAR NET INCOME	CURRENT YEAR NET LOSS	PRIOR YEAR UNALLOWED LOSS	OVERALL GAIN OR LOSS GAIN	OVERALL GAIN OR LOSS LOSS
LIC HOLDINGS, INC.	17,758.	0.	0.	17,758.	0.
TOTALS	17,758.	0.	0.	17,758.	0.

JACOB BERNSTEIN IRREVOCABLE TRUST 20-7294171

ESBT FORM 8582 SUMMARY OF PASSIVE ACTIVITIES STATEMENT 7

R R E A - NAME	FORM OR SCHEDULE	GAIN/LOSS	PRIOR YEAR C/O	NET GAIN/LOSS	UNALLOWED LOSS	ALLOWED LOSS
LIC HOLDINGS, INC.	SCH E	17,758.	0.	17,758.	0.	0.
TOTALS		17,758.	0.	17,758.	0.	0.

PRIOR YEAR CARRYOVERS ALLOWED DUE TO CURRENT YEAR NET ACTIVITY INCOME

TOTAL TO FORM 8582, LINE 11 0.

ESBT FORM 8582 ALTERNATIVE MINIMUM TAX STATEMENT 8
OTHER PASSIVE ACTIVITIES - WORKSHEET 3

NAME OF ACTIVITY	CURRENT YEAR NET INCOME	CURRENT YEAR NET LOSS	PRIOR YEAR UNALLOWED LOSS	OVERALL GAIN OR LOSS GAIN	OVERALL GAIN OR LOSS LOSS
LIC HOLDINGS, INC.	17,746.	0.	0.	17,746.	0.
TOTALS	17,746.	0.	0.	17,746.	0.

SECURITY WARNING: THE FACE OF THIS DOCUMENT FEATURES A COLORED BACKGROUND AND MICROPRINT BORDERS. THE REVERSE SIDE FEATURES ARTIFICIAL WATERMARKS

ARBITRAGE INTERNATIONAL MANAGEMENT LLC
950 PENINSULA CORPORATE CIRCLE
SUITE 3010
BOCA RATON, FL 33487

WACHOVIA BANK, N.A.

53-643/670

2781

10/3/07

PAY TO THE ORDER OF JACOB BERNSTEIN TRUST $ 17,073.86

SEVENTEEN THOUSAND, SEVENTY THREE AND 86/00 ——— DOLLARS

MEMO: DISTRIBUTION, LIC HOLDINGS

Jacob Bernstein
AUTHORIZED SIGNATURE

⑈002781⑈ ⑆067006432⑆ 2000034069950⑈

TRUST AGREEMENT

FOR THE

JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST

September 7, 2006

TRUST AGREEMENT

FOR THE

JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST

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

ARTICLE 1
BENEFICIARY

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

ARTICLE 2
TRANSFERS TO TRUST

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

ARTICLE 3
IRREVOCABLE PROVISION

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

ARTICLE 4
ADMINISTRATION OF TRUST

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

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

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

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

ARTICLE 5
PROVISIONS GOVERNING TRUSTEES

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 6
PROTECTION OF INTERESTS

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

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

ARTICLE 7
FIDUCIARY POWERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 8
SUBCHAPTER S STOCK

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

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

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

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

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

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

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

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

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

ARTICLE 9
PERPETUITIES PROVISION

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

ARTICLE 10
ADMINISTRATION AND CONSTRUCTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 11
MISCELLANEOUS PROVISIONS

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

(a) Trustees.

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

(2) **Corporate Trustee** means a trustee that is a bank, trust company, or other entity authorized to serve as a trustee under the laws of the United States or any state thereof that is not a Related Person to the Settlor. A bank or trust company that does not meet this requirement cannot serve as Trustee.

(b) Internal Revenue Code Terms.

(1) **Internal Revenue Code** means the federal Internal Revenue Code of 1986, as amended from time to time, or successor provisions of future federal internal revenue laws.

(2) The terms **health, education, support, and maintenance** are intended to set forth an "ascertainable standard," as described in the Internal Revenue Code and its associated Regulations. To the extent not inconsistent with the foregoing, "health" means a beneficiary's physical and

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

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

(c) Other Terms.

(1) Distributions that are to be made to a person's **descendants, per stirpes**, will be divided into equal shares, so that there will be one share for each living child (if any) of that person and one share for each deceased child who has then living descendants. The share of each deceased child will be further divided among his or her descendants on a per stirpes basis, by reapplying the preceding rule to that deceased child and his or her descendants as many times as necessary.

(2) **Disabled** or **under a disability** means (i) being under the legal age of majority, (ii) having been adjudicated to be incapacitated, or (iii) being unable to manage properly personal or financial affairs because of a mental or physical impairment (whether temporary or permanent in nature). A written certificate executed by an individual's attending physician confirming that person's impairment will be sufficient evidence of disability under item (iii) above, and all persons may rely conclusively on such a certificate.

(3) Removal of a Trustee **for cause** includes, without limitation, the following: the willful or negligent mismanagement of the trust assets by that individual Trustee; the abuse or abandonment of, or inattention to, the trust by that individual Trustee; a federal or state charge against that individual Trustee involving the commission of a felony or serious misdemeanor; an act of theft,

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

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

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

(a) A **general power of appointment** granted to a person is one that can be exercised in favor of that person or his or her estate, his or her creditors, or the creditors of his or her estate.

(b) A **special power of appointment** is any power that is not a general power.

(c) A **testamentary power of appointment** (either general or special) is exercisable upon the powerholder's death by his or her Last Will or by a revocable trust agreement established by that person, but only by specific reference to the instrument creating the power. A "testamentary power of appointment" may not be exercised in favor of the person possessing the power.

(d) In determining whether a person has exercised a testamentary power of appointment, the Trustee may rely upon an instrument admitted to probate in any jurisdiction as that person's Last Will, or upon any trust agreement certified to be valid and authentic by sworn statement of the trustee who is serving under that trust agreement. If the Trustee has not received written notice of such an instrument within six months after the powerholder's death, the Trustee may presume that the powerholder failed to exercise that power and will not be liable for acting in accordance with that presumption.

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

11.4 Certifications.

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

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

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

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

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

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

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

Executed as of the date first written above.

Signed in the presence of:

SETTLOR

Simon Bernstein

Two witnesses as to Simon Bernstein

Signed in the presence of:

TRUSTEE
Traci Kratish, P.A.

FOR TRACI KRATISH, P.A.

AS PRESIDENT

Two witnesses as to Traci Kratish

Traci Kratish, [redacted], President

INITIALS _____
JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST

Schedule A
Initial Transfers to Trust

Transfer of 6 shares of LIC Holdings, Inc.

STANFORD TRUST COMPANY
445 North Blvd, Suite 820
Baton Rouge, LA 70802

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

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

Cover Page

Statement of Value and Activity

January 1, 2008 - March 31, 2008

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

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Please visit our website @ www.stanfordtrustco.com

Simon Bernstein
950 Peninsula Corp. Circle, Ste 3010
Boca Raton, FL 33487-1387

STANFORD TRUST COMPANY
445 North Blvd, Suite 820
Baton Rouge, LA 70802

Account Summary

Statement of Value and Activity

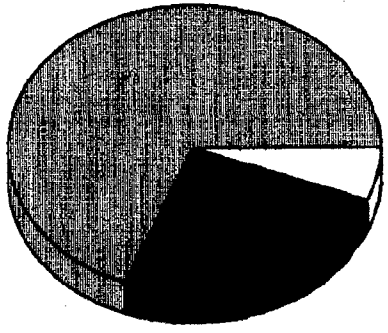
January 1, 2008 - March 31, 2008

Market Value Reconciliation

	This Period	1/1/08 to 3/31/08
Beginning Market Value	**$0.00**	**$0.00**
Additions	$120,000.00	$120,000.00
Distributions	$0.00	$0.00
Fees/Expenses/Taxes	-$6,726.58	-$6,726.58
Income	$491.85	$491.85
Capital Gain Distributions	$0.00	$0.00
Non Cash Asset Changes	$0.00	$0.00
Asset Transfers	$0.00	$0.00
Change in Market Value	$12,098.74	$12,098.74
Ending Market Value	**$125,864.01**	**$125,864.01**
Realized Gains/Losses (Included in Total Above)	-$52.67	-$52.67

Asset Allocation Summary

	Asset Class	Balance
69%	Equity	$90,739.37
25%	Fixed Income	$32,811.35
6%	Cash & Equivalents	$8,490.33
100%	**Total Assets Value**	**$132,041.05**
	Total Liabilities Value	**-$6,177.04**
	Total Portfolio Value	**$125,864.01**



Investment Objective: Balanced Growth - Seeks to provide current income with the opportunity for long-term growth of capital

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Asset Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Powershares Dynamic Mid Cap Growth CUSIP: 73935X807	256.00	$20.49	$5,245.44	$5,581.06	-$335.62	$0.00
			$18,654.55	$19,442.41	-$787.86	$64.67
Equity International Developed						
ING Global Real Estate Fd-A CUSIP: 44980R326	344.75	$19.75	$6,808.73	$6,857.00	-$48.27	$374.05
Vanguard European ETF CUSIP: 922042874	140.00	$68.79	$9,630.60	$9,812.66	-$182.06	$329.84
			$16,439.33	$16,669.66	-$230.33	$703.89
Equity International Emerging						
Wisdomtree Emg Mtks H/Y Equity CUSIP: 97717W315	77.00	$52.09	$4,010.93	$4,206.65	-$195.72	$37.58
			$4,010.93	$4,206.65	-$195.72	$37.58
Equity International Diverse						
American Capital World G&I-F CUSIP: 140543406	161.88	$40.91	$6,622.31	$6,888.94	-$266.63	$160.42
iShares MSCI Brazil Index Fund CUSIP: 464286400	65.00	$77.03	$5,006.95	$5,620.07	-$613.12	$100.69
iShares MSCI Hong Kong CUSIP: 464286871	148.00	$17.95	$2,656.60	$2,809.04	-$152.44	$56.09
iShares MSCI Singapore CUSIP: 464286673	213.00	$12.77	$2,720.01	$2,728.34	-$8.33	$108.42
iShares MSCI United Kingdom CUSIP: 464286699	123.00	$21.56	$2,651.88	$2,810.32	-$158.44	$103.81

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Asset Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Pioneer Global High Yield Fund CUSIP: 72369G108	612.94	$11.06	$6,779.07	$6,859.75	-$79.68	$619.88
Total Fixed Income			$32,811.35	$33,007.58	-$196.23	$2,297.09
Total All Assets			**$132,041.05**	**$130,786.46**	**-$4,922.45**	**$3,919.71**
Liabilities Income Cash			-$6,177.04			
Total Liabilities			-$6,177.04	$0.00	$0.00	$0.00
Total All Liabilities			**-$6,177.04**	**$0.00**	**$0.00**	**$0.00**
Portfolio Grand Total			**$125,864.01**	**$130,786.46**	**-$4,922.45**	**$3,919.71**

0025747 - 0000127

Transaction Detail

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Transaction Details By Category

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
1/1/08	**Beginning Balance**	$0.00	$0.00	
	Receipts			
	Dividend Income			
1/2/08	Cash Receipt of Dividend Earned on SEI Daily Income Prime Obl #34 Dividend from 12/1/07 to 12/31/07	$0.00	$13.61	$0.00
2/1/08	Cash Receipt of Dividend Earned on SEI Daily Income Prime Obl #34 Dividend from 1/1/08 to 1/31/08	$0.00	$64.52	$0.00
3/3/08	Cash Receipt of Dividend Earned on SEI Daily Income Prime Obl #34 Dividend from 2/1/08 to 2/29/08	$0.00	$211.92	$0.00
3/3/08	Cash Receipt of Dividend Earned on SEI Daily Income TR Treas #38 CL A Dividend from 2/1/08 to 2/29/08	$0.00	$77.28	$0.00
3/3/08	Cash Receipt of Dividend Earned on Oppenheimer Intl Bond Fd-A Dividend from 2/1/08 to 2/29/08	$0.00	$4.64	$0.00
3/3/08	Cash Receipt of Dividend Earned on Pioneer Global High Yield-A Dividend from 2/1/08 to 2/29/08	$0.00	$1.75	$0.00
3/24/08	Cash Receipt of Dividend Earned on American Capital World G&I-F $0.1983/Unit on 161.076 Units Due 3/24/08	$0.00	$31.94	$0.00
3/26/08	Cash Receipt of Dividend Earned on Loomis Sayles Bond Fund-Ret $0.0821/Unit on 1,049.826 Units Due 3/25/08	$0.00	$86.19	$0.00
		$0.00	$491.85	

0025749 - 0000127

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
	Taxes			
3/17/08	Cash Disbursement Paid to United States Treasury Federal Estimated Tax Payments Paid for Josh Berstein IRREV Trust 1/15/08 Estimated Tax - 2007 Form 1041-Es	$0.00	-$6,250.00	$0.00
		$0.00	-$6,250.00	
Total Disbursements		**-$57.69**	**-$6,668.89**	
	Purchases			
	Purchases			
1/2/08	Purchased 13.61 Units of SEI Daily Income Prime Obl #34 Trade Date 12/31/07 Posted Thru Mfd Income Reinvestment of Income Received 12/31/07	-$13.61	$0.00	$0.00
2/1/08	Purchased 64.52 Units of SEI Daily Income Prime Obl #34 Trade Date 1/31/08 Reinvestment of Income Received 1/31/08	-$64.52	$0.00	$0.00
2/5/08	Purchased 120,000 Units of SEI Daily Income Prime Obl #34 Trade Date 2/5/08	-$120,000.00	$0.00	$0.00
2/20/08	Purchased 137,151.99 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/20/08	-$137,151.99	$0.00	$0.00
2/28/08	Purchased 514.018 Units of Allegiant Mid Cap Value I Trade Date 2/27/08 514.018 Units At $13.34	-$6,857.00	$0.00	$0.00

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Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
2/28/08	Purchased 612.779 Units of Pioneer Global High Yield-A Trade Date 2/27/08 612.779 Units At $11.19	-$6,857.00	$0.00	$0.00
2/29/08	Purchased 148 Units of iShares MSCI Hong Kong Trade Date 2/26/08 148 Units At $18.98	-$2,809.04	$0.00	$0.00
2/29/08	Purchased 47 Units of Market Vectors Agribusiness Trade Date 2/26/08 47 Units At $59.30	-$2,787.10	$0.00	$0.00
2/29/08	Purchased 56 Units of iShares MSCI Switzerland Index Trade Date 2/26/08 56 Units At $25.476	-$1,426.66	$0.00	$0.00
2/29/08	Purchased 55 Units of Market Vectors Russia ETF Trade Date 2/26/08 55 Units At $50.9094	-$2,800.02	$0.00	$0.00
2/29/08	Purchased 54 Units of iShares S&P Gsti Semiconductor Index Trade Date 2/26/08 54 Units At $52.6899	-$2,845.25	$0.00	$0.00
2/29/08	Purchased 123 Units of iShares MSCI United Kingdom Trade Date 2/26/08 123 Units At $22.8481	-$2,810.32	$0.00	$0.00
2/29/08	Purchased 213 Units of iShares MSCI Singapore Trade Date 2/26/08 213 Units At $12.8091	-$2,728.34	$0.00	$0.00

0025750 - 0000127

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
3/19/08	Purchased 27 Units of Market Vectors Russia ETF Trade Date 3/14/08 Paid $1.08 Brokerage 27 Units At $48.779983	-$1,318.14	$0.00	$0.00
3/20/08	Purchased 1,373.99 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/20/08	-$1,373.99	$0.00	$0.00
3/24/08	Purchased 0.799 Units American Capital World G&I-F @ $39.96 through Reinvestment of Cash Dividend Due 3/24/08	-$31.94	$0.00	$0.00
3/26/08	Purchased 6.13 Units Loomis Sayles Bond Fund-Ret @ $14.06 through Reinvestment of Cash Dividend Due 3/25/08	-$86.19	$0.00	$0.00
Total Purchases		**-$388,793.14**	**$0.00**	
	Sales/Maturities			
	Sales/Maturities			
2/20/08	Sold 137,151.99 Units of SEI Daily Income Prime Obl #34 Trade Date 2/20/08	$137,151.99	$0.00	$0.00
2/28/08	Sold 85,030 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/28/08	$85,030.00	$0.00	$0.00
2/29/08	Sold 43,427.17 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/29/08	$43,427.17	$0.00	$0.00
3/14/08	Sold 361.2 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/14/08	$361.20	$0.00	$0.00

0025751 - 0000127

Pending Trades

Statement of Value and Activity

January 1, 2008 - March 31, 2008

No pending trades.

0025752 - 0900127

0025752 - 0000127

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
3/17/08	Sold 6,250 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/17/08	$6,250.00	$0.00	$0.00
3/19/08	Sold 1,318.14 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/19/08	$1,318.14	$0.00	$0.00
3/20/08	Sold 56 Units of iShares MSCI Switzerland Index Trade Date 3/17/08 Paid $2.24 Brokerage Paid $0.02 SEC Fee St Capital Loss of $52.67- on Federal Cost Federal Tax Cost $1,426.66 56 Units At $24.575952	$1,373.99	$0.00	-$52.67
3/25/08	Sold 115.38 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/25/08	$115.38	$0.00	$0.00
Total Sales/Maturities		**$275,027.87**	**$0.00**	
3/31/08	**Ending Balance**	**$6,177.04**	**-$6,177.04**	

0025751 - 0000127

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
2/29/08	Purchased 65 Units of iShares MSCI Brazil Index Fund Trade Date 2/26/08 65 Units At $86.4626	-$5,620.07	$0.00	$0.00
2/29/08	Purchased 256 Units of Powershares Dynamic Mid Cap Growth Trade Date 2/26/08 256 Units At $21.801	-$5,581.06	$0.00	$0.00
2/29/08	Purchased 140 Units of Vanguard European ETF Trade Date 2/26/08 140 Units At $70.0904	-$9,812.66	$0.00	$0.00
2/29/08	Purchased 77 Units of Wisdomtree Emg Mtks H/Y Equity Trade Date 2/26/08 77 Units At $54.6318	-$4,206.65	$0.00	$0.00
3/3/08	Purchased 77.28 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/29/08 Reinvestment of Income Received 2/29/08	-$77.28	$0.00	$0.00
3/3/08	Purchased 0.694 Units Oppenheimer Intl Bond Fd-A @ $6.69 through Reinvestment of Cash Dividend Due 3/3/08	-$4.64	$0.00	$0.00
3/3/08	Purchased 0.157 Units Pioneer Global High Yield-A @ $11.16 through Reinvestment of Cash Dividend Due 3/3/08	-$1.75	$0.00	$0.00
3/6/08	Purchased 211.92 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/6/08	-$211.92	$0.00	$0.00

0025760 - 0000127

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
2/28/08	Purchased 161.076 Units of American Capital World G&I-F Trade Date 2/27/08 161.076 Units At $42.57	-$6,857.00	$0.00	$0.00
2/28/08	Purchased 526.825 Units of Hussman Strategic Growth Fund Trade Date 2/27/08 526.825 Units At $15.62	-$8,229.00	$0.00	$0.00
2/28/08	Purchased 344.746 Units of ING Global Real Estate Fd-A Trade Date 2/27/08 344.746 Units At $19.89	-$6,857.00	$0.00	$0.00
2/28/08	Purchased 205.468 Units of Keeley Small Cap Val Fd-A Trade Date 2/27/08 205.468 Units At $26.70	-$5,486.00	$0.00	$0.00
2/28/08	Purchased 392.137 Units of Kinetics Paradigm Fund-No LD Trade Date 2/27/08 392.137 Units At $27.98	-$10,972.00	$0.00	$0.00
2/28/08	Purchased 367.667 Units of T Rowe Price New Asia Trade Date 2/27/08 367.667 Units At $18.65	-$6,857.00	$0.00	$0.00
2/28/08	Purchased 1,049.826 Units of Loomis Sayles Bond Fund-Ret Trade Date 2/27/08 1,049.826 Units At $14.37	-$15,086.00	$0.00	$0.00
2/28/08	Purchased 1,652.41 Units of Oppenheimer Intl Bond Fd-A Trade Date 2/27/08 1,652.41 Units At $6.64	-$10,972.00	$0.00	$0.00

0025249 - 000012

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
	Additions			
2/5/08	Cash Receipt Addition to Account Lic Holdings, Inc Check #1162 DTD 12/31/07	$120,000.00	$0.00	$0.00
		$120,000.00	$0.00	
Total Receipts		**$120,000.00**	**$491.85**	
	Disbursements			
	Fees			
3/25/08	Fee Collected Based on A Market Value of $124,782.31	-$57.69	$0.00	$0.00
3/25/08	Fee Collected Based on A Market Value of $124,782.31	$0.00	-$57.69	$0.00
		-$57.69	-$57.69	
	Expenses			
3/14/08	Cash Disbursement Paid to United States Treasury Other Fees and Expenses Paid for Josh Berstein IRREV Trust Penalty and Interest - 1041 for Period 12/31/06	$0.00	-$361.20	$0.00
		$0.00	-$361.20	

0025749 - 000127

Transaction Summary

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Transaction Summary

Transaction Category	Principal Cash	Income Cash
Beginning Cash Balance on 1/1/08	**$0.00**	**$0.00**
Receipts		
Dividend Income	$0.00	$491.85
Other Income	$0.00	$0.00
Interest Income	$0.00	$0.00
Additions	$120,000.00	$0.00
Capital Gain Distributions	$0.00	$0.00
Tax Exempt Dividends & Interest	$0.00	$0.00
Total Receipts	**$120,000.00**	**$491.85**
Disbursements		
Distributions	$0.00	$0.00
Fees	-$57.69	-$57.69
Expenses	$0.00	-$361.20
Taxes	$0.00	-$6,250.00
Total Disbursements	**-$57.69**	**-$6,668.89**
Purchases	**-$388,783.14**	**$0.00**
Sales/Maturities	**$275,027.87**	**$0.00**
Asset Transfers		
Free Receipts	$0.00	$0.00
Free Deliveries	$0.00	$0.00
Total Asset Transfers	**$0.00**	**$0.00**
Other	**$0.00**	**$0.00**
Ending Cash Balance on 3/31/08	**$6,177.04**	**-$6,177.04**

0025747 - 0800127

Asset Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Kinetics Paradigm Fund-No LD CUSIP: 494613607	392.14	$25.94	$10,172.03	$10,972.00	-$799.97	$49.80
Market Vectors Russia ETF CUSIP: 57060U506	82.00	$46.53	$3,815.46	$4,118.16	-$302.70	$9.02
T Rowe Price New Asia CUSIP: 77956H500	367.67	$16.66	$6,125.33	$6,857.00	-$731.67	$69.86
			$39,770.57	$42,803.87	-$3,033.30	$658.11
Equity Mid Cap Value						
Allegiant Mid Cap Value I CUSIP: 01748E831	514.02	$12.56	$6,456.07	$6,857.00	-$400.93	$131.07
			$6,456.07	$6,857.00	-$400.93	$131.07
Total Equity			**$90,739.97**	**$95,485.59**	**-$4,728.22**	**$1,585.32**
Fixed Income						
Fixed Income Mutual Funds						
Oppenheimer International Bond Fund CUSIP: 68380T103	1,653.10	$6.76	$11,174.98	$10,976.64	$198.34	$732.33
Loomis Sayles Bond Fund CUSIP: 543495832	1,055.96	$14.07	$14,857.30	$15,172.19	-$314.89	$945.08

0025746 - 0900127

Asset Detail

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Asset Detail

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Cash & Equivalents						
Money Market Funds						
SEI Daily Income TR Treas #38 CL A CUSIP: 783965726	2,313.29	$1.00	$2,313.29	$2,313.29	$0.00	$27.30
			$2,313.29	$2,313.29	$0.00	$27.30
Cash						
Principal Cash			$6,177.04			
			$6,177.04	$0.00	$0.00	$0.00
Total Cash & Equivalents			**$8,490.33**	**$2,313.29**	**$0.00**	**$27.90**
Equity						
Equity Small Cap Value Mutual Funds						
Keeley Small Cap Val Fd-A CUSIP: 487300501	205.47	$26.32	$5,407.92	$5,486.00	-$78.08	$0.00
			$5,407.92	$5,486.00	-$78.08	$0.00
Other Domestic Equity						
Hussman Strategic Growth Fund CUSIP: 448108100	526.83	$15.59	$8,213.20	$8,229.00	-$15.80	$48.47
iShares S&P Gstl Semiconductor Index CUSIP: 464287523	54.00	$49.56	$2,676.24	$2,845.25	-$169.01	$16.20
Market Vectors Agribusiness CUSIP: 57060U605	47.00	$53.61	$2,519.67	$2,787.10	-$267.43	$0.00

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0025744 - 0000127

STANFORD TRUST COMPANY
445 North Blvd, Suite 820
Baton Rouge, LA 70802

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

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

Cover Page

Statement of Value and Activity

October 1, 2007 - December 31, 2007

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

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Please visit our website @ www.stanfordtrustco.com

Josh Bernstein
c/o Simon Bernstein
15807 Menton Bay Ct.
Delray Beach, FL 33446

STANFORD TRUST COMPANY
445 North Blvd, Suite 820
Baton Rouge, LA 70802

Account Summary

Statement of Value and Activity

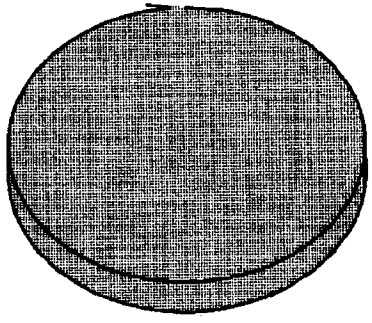
October 1, 2007 - December 31, 2007

Market Value Reconciliation

	This Period	*1/1/07 to 12/31/07*
Beginning Market Value	**$0.00**	**$0.00**
Additions	$17,073.86	$17,073.86
Distributions	$0.00	$0.00
Fees/Expenses/Taxes	$0.00	$0.00
Income	$0.00	$0.00
Capital Gain Distributions	$0.00	$0.00
Non Cash Asset Changes	$0.00	$0.00
Asset Transfers	$0.00	$0.00
Change in Market Value	$0.00	$0.00
Ending Market Value	**$17,073.86**	**$17,073.86**
Realized Gains/Losses (Included in Total Above)	$0.00	$0.00

Asset Allocation Summary

	Asset Class	*Balance*
100%	Cash & Equivalents	$17,073.86
100%	**Total Assets Value**	**$17,073.86**



Investment Objective: Balanced Growth - Seeks to provide current income with the opportunity for long-term growth of capital

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Transaction Summary

Transaction Category	*Principal Cash*	*Income Cash*
Beginning Cash Balance on 10/1/07	**$0.00**	**$0.00**
Receipts		
Dividend Income	$0.00	$0.00
Other Income	$0.00	$0.00
Interest Income	$0.00	$0.00
Additions	$17,073.86	$0.00
Capital Gain Distributions	$0.00	$0.00
Tax Exempt Dividends & Interest	$0.00	$0.00
Total Receipts	**$17,073.86**	**$0.00**
Disbursements		
Distributions	$0.00	$0.00
Fees	$0.00	$0.00
Expenses	$0.00	$0.00
Taxes	$0.00	$0.00
Total Disbursements	**$0.00**	**$0.00**
Purchases	**-$17,073.86**	**$0.00**
Sales/Maturities	**$0.00**	**$0.00**
Asset Transfers		
Free Receipts	$0.00	$0.00
Free Deliveries	$0.00	$0.00
Total Asset Transfers	**$0.00**	**$0.00**
Other	**$0.00**	**$0.00**
Ending Cash Balance on 12/31/07	**$0.00**	**$0.00**

Pending Trades

Statement of Value and Activity

October 1, 2007 - December 31, 2007

No pending trades.

Transaction Detail

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Transaction Details By Category

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
10/1/07	**Beginning Balance**	**$0.00**	**$0.00**	
	Receipts			
	Additions			
12/26/07	Cash Receipt Deposits Arbitrage International Ck#2782 DTD 10/3/07	$17,073.86	$0.00	$0.00
Total Receipts		**$17,073.86**	**$0.00**	
	Purchases			
	Purchases			
12/26/07	Purchased 17,073.86 Units of SEI Daily Income Prime Obl #34 Trade Date 12/26/07	-$17,073.86	$0.00	$0.00
Total Purchases		**-$17,073.86**	**$0.00**	
12/31/07	**Ending Balance**	**$0.00**	**$0.00**	

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Asset Detail

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Cash & Equivalents						
Money Market Funds						
SEI Daily Income Prime Obl #34 CUSIP: 783965403	17,073.86	$1.00	$17,073.86	$17,073.86	$0.00	$828.08
Total Cash & Equivalents			$17,073.86	$17,073.86	$0.00	$828.08
Total All Assets			**$17,073.86**	**$17,073.86**	**$0.00**	**$828.08**

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EXTENSION GRANTED TO 10/15/2007

Form **1041** Department of the Treasury - Internal Revenue Service

U.S. Income Tax Return for Estates and Trusts

2006

OMB No. 1545-0092

For calendar year 2006 or fiscal year beginning , 2006 and ending ,

COPY

A Type of entity:
- [ ] Decedent's estate
- [ ] Simple trust
- [X] Complex trust
- [ ] Qualified disability trust
- [X] ESBT (S portion only)
- [ ] Grantor type trust
- [ ] Bankruptcy estate-Ch. 7
- [ ] Bankruptcy estate-Ch. 11
- [ ] Pooled income fund

Name of estate or trust (If a grantor type trust, see page 12 of the instructions.)
JOSH BERNSTEIN IRREVOCABLE TRUST

Name and title of fiduciary
STANFORD TRUST COMPANY, TRUSTEE

Number, street, and room or suite no. (If a P.O. box, see page 12 of the instructions.)
445 NORTH BOULEVARD, 8TH FLOOR EAST

City or town, state, and ZIP code
BATON ROUGE , LA 70802

C Employer identification number: 20 7294156

D Date entity created: 09/01/2006

E Nonexempt charitable and split-interest trusts, check applicable boxes (see pg 13 of the instr.):
- [ ] Described in section 4947(a)(1)
- [ ] Not a private foundation
- [ ] Described in section 4947(a)(2)

B No. of Sch K-1 attached ▶ 0

F Check applicable boxes: [X] Initial return [ ] Final return [ ] Amended return [ ] Change in trust's name [ ] Change in fiduciary [ ] Change in fiduciary's name [ ] Change in fiduciary's address

G Pooled mortgage account (see page 14 of the instructions): [ ] Bought [ ] Sold Date:

Income	1	Interest income	1	
	2 a	Total ordinary dividends	2a	
	b	Qualified dividends allocable to: (1) Beneficiaries _____ (2) Estate or trust _____		
	3	Business income or (loss). Attach Schedule C or C-EZ (Form 1040)	3	
	4	Capital gain or (loss). Attach Schedule D (Form 1041)	4	
	5	Rents, royalties, partnerships, other estates and trusts, etc. Attach Schedule E (Form 1040)	5	
	6	Farm income or (loss). Attach Schedule F (Form 1040)	6	
	7	Ordinary gain or (loss). Attach Form 4797	7	
	8	Other income. List type and amount	8	
	9	**Total income.** Combine lines 1, 2a, and 3 through 8 ▶	9	
Deductions	10	Interest. Check if Form 4952 is attached ▶ [ ]	10	
	11	Taxes	11	
	12	Fiduciary fees	12	
	13	Charitable deduction (from Schedule A, line 7)	13	
	14	Attorney, accountant, and return preparer fees	14	
	15 a	Other deductions not subject to the 2% floor (attach schedule)	15a	
	b	Allowable miscellaneous itemized deductions subject to the 2% floor	15b	
	16	Add lines 10 through 15b ▶	16	
	17	Adjusted total income or (loss). Subtract line 16 from line 9 17		
	18	Income distribution deduction (from Schedule B, line 15). Attach Schedules K-1 (Form 1041)	18	
	19	Estate tax deduction including certain generation-skipping taxes (attach computation)	19	
	20	Exemption	20	100.
	21	Add lines 18 through 20 ▶	21	100.
Tax and Payments	22	Taxable income. Subtract line 21 from line 17. If a loss, see page 20 of the instructions	22	<100.>
	23	**Total tax** (from Schedule G, line 7)	23	6,244.
	24	**Payments:** a 2006 estimated tax payments and amount applied from 2005 return	24a	
	b	Estimated tax payments allocated to beneficiaries (from Form 1041-T)	24b	
	c	Subtract line 24b from line 24a	24c	
	d	Tax paid with Form 7004 (see page 20 of the instructions)	24d	
	e	Federal income tax withheld. If any is from Form(s) 1099, check ▶ [ ]	24e	
	f	Credit for federal telephone excise tax paid. Attach Form 8913	24f	
		Other payments: g Form 2439 _____ ; h Form 4136 _____ ; Total ▶	24i	
	25	**Total payments.** Add lines 24c through 24f, and 24i ▶	25	
	26	Estimated tax penalty (see page 20 of the instructions)	26	
	27	**Tax due.** If line 25 is smaller than the total of lines 23 and 26, enter amount owed **	27	6,244.
	28	**Overpayment.** If line 25 is larger than the total of lines 23 and 26, enter amount overpaid	28	
	29	Amount of line 28 to be: a Credited to 2007 estimated tax ▶ ; b Refunded ▶	29	

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

▶ _____ Signature of fiduciary or officer representing fiduciary — Date — ▶ EIN of fiduciary if a financial institution

May the IRS discuss this return with the preparer shown below (see instr.)? [X] Yes [ ] No

Paid Preparer's Use Only

Preparer's signature ▶ [signature] Date 10/8/07 Check if self-employed [ ] Preparer's SSN or PTIN P00127193

Firm's name (or yours if self-employed), address, and ZIP code ▶ GOLDSTEIN LEWIN & CO.
1900 N.W. CORPORATE BLVD. STE E-300
BOCA RATON, FL 33431-8502

EIN 59 2147155

Phone no. (561)994-5050

JWA

Form **7004**
(Rev. December 2006)
Department of the Treasury
Internal Revenue Service

Application for Automatic 6-Month Extension of Time To File Certain Business Income Tax, Information, and Other Returns

▸ File a separate application for each return.

OMB No. 1545-0233

Type or Print

File by the due date for the return for which an extension is requested. See instructions.

Name: Josh Bernstein Irrevocable Trust

Identifying number: 20-7294156

Number, street, and room or suite no. (If P.O. box, see instructions.): c/o Goldstein Lewin & Co. 1900 NW Corp. Blvd. Suite 300E

City, town, state, and ZIP code (If a foreign address, enter city, province or state, and country (follow the country's practice for entering postal code)): Boca Raton, FL 33431

Note. See instructions before completing this form.

1 Enter the form code for the return that this application is for (see below)..... 05

2 If the foreign corporation does not have an office or place of business in the United States, check here..... ▸ ☐

3 If the organization is a corporation or partnership that qualifies under Regulations section 1.6081-5, check here. ▸ ☐

4a The application is for calendar year 2006, or tax year beginning ___, 20__, and ending ___, 20__

b **Short tax year.** If this tax year is less than 12 months, check the reason:
☐ Initial return ☐ Final return ☐ Change in accounting period ☐ Consolidated return to be filed

5 If the organization is a corporation and is the common parent of a group that intends to file a consolidated return, check here..... ▸ ☐
If checked, attach a schedule, listing the name, address, and Employer Identification Number (EIN) for each member covered by this application.

6	Tentative total tax.....	6	0.00
7	Total payments and credits (see instructions).....	7	0.00
8	**Balance due.** Subtract line 7 from line 6. **Generally, you must deposit this amount using the Electronic Federal Tax Payment System (EFTPS), a Federal Tax Deposit (FTD) Coupon, or Electronic Funds Withdrawal (EFW)** (see instructions for exceptions).....	8	0.00

Application Is For:	Form Code	Application Is For:	Form Code
Form 706-GS(T)	02	Form 1120-H	17
Form 1041 (estate)	04	Form 1120-ND	19
Form 1041-N	06	Form 1120-PC	21
Form 1042	08	Form 1120-REIT	23
Form 1065-B	10	Form 1120-S	25
Form 1120	12	Form 3520-A	27
Form 1120-A	14	Form 8613	29
Form 1120-F	15	Form 8804	31
		Form 8876	33

For Paperwork Reduction Act Notice, see instructions. Form **7004** (Rev. 12-2006)

ISA
STF XDXP1000

Schedule A Charitable Deduction. Do not complete for a simple trust or a pooled income fund.

1	Amounts paid or permanently set aside for charitable purposes from gross income (see page 21 of the instructions)	1	
2	Tax-exempt income allocable to charitable contributions (see page 21 of the instructions)	2	
3	Subtract line 2 from line 1	3	
4	Capital gains for the tax year allocated to corpus and paid or permanently set aside for charitable purposes	4	
5	Add lines 3 and 4	5	
6	Section 1202 exclusion allocable to capital gains paid or permanently set aside for charitable purposes (see instructions)	6	
7	Charitable deduction. Subtract line 6 from 5. Enter here and on page 1, line 13	7	

Schedule B Income Distribution Deduction

1	Adjusted total income (see page 22 of the instructions)		1	
2	Adjusted tax-exempt interest		2	
3	Total net gain from Schedule D (Form 1041), line 15, column (1) (see page 22 of the instructions)		3	
4	Enter amount from Schedule A, line 4 (minus any allocable section 1202 exclusion)		4	
5	Capital gains for the tax year included on Schedule A, line 1 (see page 22 of the instructions)		5	
6	Enter any gain from page 1, line 4, as a negative number. If page 1, line 4, is a loss, enter the loss as a positive number		6	
7	**Distributable net income (DNI).** Combine lines 1 through 6. If zero or less, enter -0-		7	
8	If a complex trust, enter accounting income for the tax year as determined under the governing instrument and applicable local law	8 0.		
9	Income required to be distributed currently		9	
10	Other amounts paid, credited, or otherwise required to be distributed		10	
11	Total distributions. Add lines 9 and 10. If greater than line 8, see page 22 of the instructions		11	
12	Enter the amount of tax-exempt income included on line 11		12	
13	Tentative income distribution deduction. Subtract line 12 from line 11		13	
14	Tentative income distribution deduction. Subtract line 2 from line 7. If zero or less, enter -0-		14	
15	Income distribution deduction. Enter the smaller of line 13 or line 14 here and on page 1, line 18		15	

Schedule G Tax Computation (see page 23 of the instructions)

1	Tax: a Tax on taxable income (see page 23 of the instructions)	1a 0.			
	b Tax on lump-sum distributions. Attach Form 4972	1b			
	c Alternative minimum tax (from Schedule I, line 56)	1c			
	d **Total.** Add lines 1a through 1c ▶		1d		0.
2a	Foreign tax credit. Attach Form 1116	2a			
b	Other nonbusiness credits (attach schedule)	2b			
c	General business credit. Enter here and check which forms are attached: ☐ Form 3800 ☐ Forms (specify) ▶	2c			
d	Credit for prior year minimum tax. Attach Form 8801	2d			
3	**Total credits.** Add lines 2a through 2d ▶		3		
4	Subtract line 3 from line 1d. If zero or less, enter -0-		4		0.
5	Recapture taxes. Check if from: ☐ Form 4255 ☐ Form 8611		5		
6	Household employment taxes. Attach Schedule H (Form 1040)		6		
7	**Total tax.** Add lines 4 through 6. Enter here and on page 1, line 23 ▶		7		6,244.

Other Information SEC. 641(C): 6,244.

		Yes	No
1	Did the estate or trust receive tax-exempt income? If "Yes," attach a computation of the allocation of expenses. Enter the amount of tax-exempt interest income and exempt-interest dividends ▶ $		X
2	Did the estate or trust receive all or any part of the earnings (salary, wages, and other compensation) of any individual by reason of a contract assignment or similar arrangement?		X
3	At any time during calendar year 2006, did the estate or trust have an interest in or a signature or other authority over a bank, securities, or other financial account in a foreign country? See page 25 of the instructions for exceptions and filing requirements for Form TD F 90-22.1. If "Yes," enter the name of the foreign country ▶		X
4	During the tax year, did the estate or trust receive a distribution from, or was it the grantor of, or transferor to, a foreign trust? If "Yes," the estate or trust may have to file Form 3520. See page 25 of the instructions		X
5	Did the estate or trust receive, or pay, any qualified residence interest on seller-provided financing? If "Yes," see page 25 for required attachment		X
6	If this is an estate or a complex trust making the section 663(b) election, check here (see page 25 of the instructions) ▶ ☐		
7	To make a section 643(e)(3) election, attach Schedule D (Form 1041), and check here (see page 25 of the instructions ▶ ☐		
8	If the decedent's estate has been open for more than 2 years, attach an explanation for the delay in closing the estate, and check here ▶ ☐		
9	Are any present or future trust beneficiaries skip persons? See page 25 of the instructions	X	

1041	Electing Small Business Trust Tax Calculation	2006

Name of Trust	Employer ID Number
JOSH BERNSTEIN IRREVOCABLE TRUST	20-7294156

Income

Interest	SEE STATEMENT 3	83.
Total Ordinary Dividends		
Less: Qualified Dividends		
Net Dividends		
Other Ordinary Income	SEE STATEMENT 4	17,757.
Net Short-Term Capital Gain		
Ordinary Gains		
Other Income		
Total Income		17,840.

Deductions

Interest	
Taxes	
Fiduciary Fees	
Charitable Deduction	
Attorney, Accountant, Return Preparation Fees	
Other Deductions - Not Subject to 2% Limit	
Other Deductions - Subject to 2% Limit	
Total Deductions	

Tax and Credits

Taxable Income	17,840.
Tax - 35%	6,244.
Net Long-Term Capital Gain and Qualified Dividends	
Tax	
Total Regular Tax	6,244.
Alternative Minimum Tax	
Total Tax	6,244.
Credits	
Recapture and Other Taxes	
Net Tax - to Form 1041, Schedule G, line 7	6,244.

624401
05-01-06

S CORPORATION PORTION

Schedule I **Alternative Minimum Tax** (see pages 26 through 32 of the instructions)

Part I - Estate's or Trust's Share of Alternative Minimum Taxable Income

1	Adjusted total income or (loss) (from page 1, line 17)		1	17,840.
2	Interest		2	
3	Taxes		3	
4	Miscellaneous itemized deductions (from page 1, line 15b)		4	
5	Refund of taxes		5	( )
6	Depletion (difference between regular tax and AMT)		6	
7	Net operating loss deduction. Enter as a positive amount		7	
8	Interest from specified private activity bonds exempt from the regular tax		8	
9	Qualified small business stock (see page 27 of the instructions)		9	
10	Exercise of incentive stock options (excess of AMT income over regular tax income)		10	
11	Other estates and trusts (amount from Schedule K-1 (Form 1041), box 12, code A)		11	
12	Electing large partnerships (amount from Schedule K-1 (Form 1065-B), box 6)		12	
13	Disposition of property (difference between AMT and regular tax gain or loss)		13	
14	Depreciation on assets placed in service after 1986 (difference between regular tax and AMT)		14	
15	Passive activities (difference between AMT and regular tax income or loss)	SEE STATEMENT 5	15	<13.>
16	Loss limitations (difference between AMT and regular tax income or loss)		16	
17	Circulation costs (difference between regular tax and AMT)		17	
18	Long-term contracts (difference between AMT and regular tax income)		18	
19	Mining costs (difference between regular tax and AMT)		19	
20	Research and experimental costs (difference between regular tax and AMT)		20	
21	Income from certain installment sales before January 1, 1987		21	( )
22	Intangible drilling costs preference		22	
23	Other adjustments, including income-based related adjustments		23	
24	Alternative tax net operating loss deduction (See the instructions for the limitation that applies)		24	( )
25	Adjusted alternative minimum taxable income. Combine lines 1 through 24		25	17,827.
	Note: Complete Part II below before going to line 26.			
26	Income distribution deduction from Part II, line 44	26 0.		
27	Estate tax deduction (from page 1, line 19)	27		
28	Add lines 26 and 27		28	
29	Estate's or trust's share of alternative minimum taxable income. Subtract line 28 from line 25.		29	17,827.

If line 29 is:

- $22,500 or less, stop here and enter -0- on Schedule G, line 1c. The estate or trust is not liable for the alternative minimum tax.
- Over $22,500, but less than $165,000, go to line 45.
- $165,000 or more, enter the amount from line 29 on line 51 and go to line 52.

Part II - Income Distribution on a Minimum Tax Basis

30	Adjusted alternative minimum taxable income (see page 30 of the instructions)		30	
31	Adjusted tax-exempt interest (other than amounts included on line 8)		31	
32	Total net gain from Schedule D (Form 1041), line 15, column (1). If a loss, enter -0-		32	
33	Capital gains for the tax year allocated to corpus and paid or permanently set aside for charitable purposes (from Schedule A, line 4)		33	
34	Capital gains paid or permanently set aside for charitable purposes from gross income (see page 30 of the instructions)		34	
35	Capital gains computed on a minimum tax basis included on line 25		35	( )
36	Capital losses computed on a minimum tax basis included on line 25. Enter as a positive amount		36	
37	Distributable net alternative minimum taxable income (DNAMTI). Combine lines 30 through 36. If zero or less, enter -0-		37	
38	Income required to be distributed currently (from Schedule B, line 9)		38	
39	Other amounts paid, credited, or otherwise required to be distributed (from Schedule B, line 10)		39	
40	Total distributions. Add lines 38 and 39		40	
41	Tax-exempt income included on line 40 (other than amounts included on line 8)		41	
42	Tentative income distribution deduction on a minimum tax basis. Subtract line 41 from line 40		42	
43	Tentative income distribution deduction on a minimum tax basis. Subtract line 31 from line 37. If zero or less, enter -0-		43	
44	**Income distribution deduction on a minimum tax basis.** Enter the smaller of line 42 or line 43. Enter here and on line 26		44	

S CORPORATION PORTION

Form 1041 (2006) JOSH BERNSTEIN IRREVOCABLE TRUST 20-7294156 Page 4

Part III - Alternative Minimum Tax

45	Exemption amount			45	$22,500
46	Enter the amount from line 29	46			
47	Phase-out of exemption amount	47	$75,000		
48	Subtract line 47 from line 46. If zero or less, enter -0-	48			
49	Multiply line 48 by 25% (.25)			49	
50	Subtract line 49 from line 45. If zero or less, enter -0-			50	
51	Subtract line 50 from line 46			51	17,827.
52	Go to Part IV of Schedule I to figure line 52 if the estate or trust has qualified dividends or has a gain on lines 14a and 15 of column (2) of Schedule D (Form 1041) (as refigured for the AMT, if necessary). Otherwise, if line 51 is - • $175,000 or less, multiply line 51 by 26% (.26). • Over $175,000, multiply line 51 by 28% (.28) and subtract $3,500 from the result			52	4,635.
53	Alternative minimum foreign tax credit (see page 31 of the instructions)			53	
54	Tentative minimum tax. Subtract line 53 from line 52			54	4,635.
55	Enter the tax from Schedule G, line 1a (minus any foreign tax credit from Schedule G, line 2a)			55	6,244.
56	Alternative minimum tax. Subtract line 55 from line 54. If zero or less, enter -0-. Enter here and on Schedule G, line 1c			56	0.

Part IV - Line 52 Computation Using Maximum Capital Gains Rates

Caution: If you did not complete Part V of Schedule D (Form 1041), the Schedule D Tax Worksheet, or the Qualified Dividends Tax Worksheet, see page 32 of the instructions before completing this part.

57	Enter the amount from line 51			57	
58	Enter the amount from Schedule D (Form 1041), line 22, or line 13 of the Schedule D Tax Worksheet, or line 4 of the Qualified Dividends Tax Worksheet, whichever applies (as refigured for the AMT, if necessary)	58			
59	Enter the amount from Schedule D (Form 1041), line 14b, column (2) (as refigured for the AMT, if necessary). If you did not complete Schedule D for the regular tax or the AMT, enter -0-	59			
60	If you did not complete a Schedule D Tax Worksheet for the regular tax or the AMT, enter the amount from line 58. Otherwise, add lines 58 and 59 and enter the **smaller** of that result or the amount from line 10 of the Schedule D Tax Worksheet (as refigured for the AMT, if necessary)	60			
61	Enter the **smaller** of line 57 or line 60			61	
62	Subtract line 61 from line 57			62	
63	If line 62 is $175,000 or less, multiply line 62 by 26% (.26). Otherwise, multiply line 62 by 28% (.28) and subtract $3,500 from the result ▶			63	
64	Maximum amount subject to the 5% rate	64	$2,050		
65	Enter the amount from line 23 of Schedule D (Form 1041), line 14 of the Schedule D Tax Worksheet, or line 5 of the Qualified Dividends Tax Worksheet, whichever applies (as figured for the regular tax). If you did not complete Schedule D or either worksheet for the regular tax, enter -0-	65			
66	Subtract line 65 from line 64. If zero or less, enter -0-	66			
67	Enter the **smaller** of line 57 or line 58	67			
68	Enter the **smaller** of line 66 or line 67	68			
69	Multiply line 68 by 5% (.05) ▶			69	
70	Subtract line 68 from line 67	70			
71	Multiply line 70 by 15% (.15) ▶			71	
	If line 59 is zero or blank, skip lines 72 and 73 and go to line 74. Otherwise, go to line 72.				
72	Subtract line 67 from line 61	72			
73	Multiply line 72 by 25% (.25) ▶			73	
74	Add lines 63, 69, 71, and 73			74	
75	If line 57 is $175,000 or less, multiply line 57 by 26% (.26). Otherwise, multiply line 57 by 28% (.28%) and subtract $3,500 from the result			75	
76	Enter the **smaller** of line 74 or line 75 here and on line 52			76	

JWA

Form **1041** (2006)

619502
02-05-07

JOSH BERNSTEIN IRREVOCABLE TRUST 20-7294156

FORM 1041 LATE PAYMENT INTEREST STATEMENT 1

DESCRIPTION	DATE	AMOUNT	BALANCE	RATE	DAYS	INTEREST
TAX DUE	04/15/07	6,244.	6,244.	.0700	76	92.
INTEREST RATE CHANGE	06/30/07	0.	6,336.	.0800	107	150.
DATE FILED	10/15/07		6,486.			
TOTAL LATE PAYMENT INTEREST						242.

FORM 1041 LATE PAYMENT PENALTY STATEMENT 2

DESCRIPTION	DATE	AMOUNT	BALANCE	MONTHS	PENALTY
TAX DUE	04/15/07	6,244.	6,244.	6	187.
DATE FILED	10/15/07				
TOTAL LATE PAYMENT PENALTY					187.

JOSH BERNSTEIN IRREVOCABLE TRUST 20-7294156

ESBT INTEREST STATEMENT 3

DESCRIPTION	U.S. INTEREST	OTHER TAXABLE INTEREST
LIC HOLDINGS, INC. - REGULAR INTEREST	0.	83.
SUBTOTALS	0.	83.
TOTAL INTEREST		83.

ESBT OTHER ORDINARY INCOME STATEMENT 4

DESCRIPTION	AMOUNT
FROM - LIC HOLDINGS, INC.	17,757.
TOTAL TO ESBT WORKSHEET	17,757.

ESBT SCHEDULE I PASSIVE ACTIVITY LOSS STATEMENT 5

NAME OF ACTIVITY	FORM	NET INCOME (LOSS) AMT	NET INCOME (LOSS) REGULAR	ADJUSTMENT
LIC HOLDINGS, INC.	SCH E	17,744.	17,757.	<13.>
TOTAL TO SCHEDULE I, LINE 15				<13.>

ESBT FORM 8582 OTHER PASSIVE ACTIVITIES - WORKSHEET 3 STATEMENT 6

NAME OF ACTIVITY	CURRENT YEAR NET INCOME	CURRENT YEAR NET LOSS	PRIOR YEAR UNALLOWED LOSS	OVERALL GAIN OR LOSS GAIN	OVERALL GAIN OR LOSS LOSS
LIC HOLDINGS, INC.	17,757.	0.	0.	17,757.	0.
TOTALS	17,757.	0.	0.	17,757.	0.

JOSH BERNSTEIN IRREVOCABLE TRUST 20-7294156

ESBT FORM 8582 SUMMARY OF PASSIVE ACTIVITIES STATEMENT 7

R R E A - NAME	FORM OR SCHEDULE	GAIN/LOSS	PRIOR YEAR C/O	NET GAIN/LOSS	UNALLOWED LOSS	ALLOWED LOSS
LIC HOLDINGS, INC.	SCH E	17,757.	0.	17,757.	0.	0.
TOTALS		17,757.	0.	17,757.	0.	0.

PRIOR YEAR CARRYOVERS ALLOWED DUE TO CURRENT YEAR NET ACTIVITY INCOME

TOTAL TO FORM 8582, LINE 11 0.

ESBT FORM 8582 ALTERNATIVE MINIMUM TAX STATEMENT 8
OTHER PASSIVE ACTIVITIES - WORKSHEET 3

NAME OF ACTIVITY	CURRENT YEAR NET INCOME	CURRENT YEAR NET LOSS	PRIOR YEAR UNALLOWED LOSS	OVERALL GAIN OR LOSS GAIN	OVERALL GAIN OR LOSS LOSS
LIC HOLDINGS, INC.	17,744.	0.	0.	17,744.	0.
TOTALS	17,744.	0.	0.	17,744.	0.

SECURITY WARNING: THE FACE OF THIS DOCUMENT FEATURES A COLORED BACKGROUND AND MICROPRINT BORDERS. THE REVERSE SIDE FEATURES ARTIFICIAL [illegible]

ARBITRAGE INTERNATIONAL MANAGEMENT LLC
950 PENINSULA CORPORATE CIRCLE
SUITE 3010
BOCA RATON, FL 33487

WACHOVIA BANK, N.A.
63-643/670

2782

10/3/07

PAY TO THE ORDER OF Joshua Bernstein Trust $17,073.86

SEVENTEEN THOUSAND, SEVENTY-THREE AND 86/00 — DOLLARS

MEMO: DISTRIBUTION, LLC HOLDINGS

Joel Bernstein
AUTHORIZED SIGNATURE

⑈002782⑈ ⑆067006432⑆ 2000034069950⑈

TS000548

TRUST AGREEMENT

FOR THE

ALEXANDRA L. BERNSTEIN IRREVOCABLE

TRUST

September 7, 2006

TRUST AGREEMENT

FOR THE

ALEXANDRA L. BERNSTEIN IRREVOCABLE TRUST

SIMON BERNSTEIN, as Settlor, hereby creates the Alexandra L. Bernstein Irrevocable Trust ("the Trust") on September 7, 2006. Gerald R. Lewin is the trustee of this Trust and, in that capacity, he and his successors are collectively referred to in this Trust Agreement as the "Trustee."

ARTICLE 1
BENEFICIARY

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

ARTICLE 2
TRANSFERS TO TRUST

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

ARTICLE 3
IRREVOCABLE PROVISION

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

ARTICLE 4
ADMINISTRATION OF TRUST

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

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

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

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

ARTICLE 5
PROVISIONS GOVERNING TRUSTEES

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

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

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

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

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

5.5 Accountings. Accountings must be given to the beneficiary of each trust at least annually (quarterly if a Corporate Trustee is serving). The accountings must show the assets held in trust and all receipts and disbursements. A beneficiary's written

approval of an accounting will be final and binding upon that beneficiary and all persons represented by him or her as to all matters disclosed in that accounting. In any event, if a beneficiary fails to object to an accounting within six months of receiving it, his or her approval is conclusively presumed. A successor Trustee may require the prior Trustee to render a full and final accounting.

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

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

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

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

ARTICLE 6
PROTECTION OF INTERESTS

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

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

ARTICLE 7
FIDUCIARY POWERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 8
SUBCHAPTER S STOCK

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

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

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

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

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

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

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

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

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

ARTICLE 9
PERPETUITIES PROVISION

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

ARTICLE 10
ADMINISTRATION AND CONSTRUCTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 11
MISCELLANEOUS PROVISIONS

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

(a) Trustees.

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

(2) **Corporate Trustee** means a trustee that is a bank, trust company, or other entity authorized to serve as a trustee under the laws of the United States or any state thereof that is not a Related Person to the Settlor. A bank or trust company that does not meet this requirement cannot serve as Trustee.

(b) Internal Revenue Code Terms.

(1) **Internal Revenue Code** means the federal Internal Revenue Code of 1986, as amended from time to time, or successor provisions of future federal internal revenue laws.

(2) The terms **health, education, support, and maintenance** are intended to set forth an "ascertainable standard," as described in the Internal Revenue Code and its associated Regulations. To the extent not inconsistent with the foregoing, "health" means a beneficiary's physical and

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

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

(c) Other Terms.

(1) Distributions that are to be made to a person's **descendants, per stirpes,** will be divided into equal shares, so that there will be one share for each living child (if any) of that person and one share for each deceased child who has then living descendants. The share of each deceased child will be further divided among his or her descendants on a per stirpes basis, by reapplying the preceding rule to that deceased child and his or her descendants as many times as necessary.

(2) **Disabled** or **under a disability** means (i) being under the legal age of majority, (ii) having been adjudicated to be incapacitated, or (iii) being unable to manage properly personal or financial affairs because of a mental or physical impairment (whether temporary or permanent in nature). A written certificate executed by an individual's attending physician confirming that person's impairment will be sufficient evidence of disability under item (iii) above, and all persons may rely conclusively on such a certificate.

(3) Removal of a Trustee **for cause** includes, without limitation, the following: the willful or negligent mismanagement of the trust assets by that individual Trustee; the abuse or abandonment of, or inattention to, the trust by that individual Trustee; a federal or state charge against that individual Trustee involving the commission of a felony or serious misdemeanor; an act of theft,

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

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

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

(a) A **general power of appointment** granted to a person is one that can be exercised in favor of that person or his or her estate, his or her creditors, or the creditors of his or her estate.

(b) A **special power of appointment** is any power that is not a general power.

(c) A **testamentary power of appointment** (either general or special) is exercisable upon the powerholder's death by his or her Last Will or by a revocable trust agreement established by that person, but only by specific reference to the instrument creating the power. A "testamentary power of appointment" may not be exercised in favor of the person possessing the power.

(d) In determining whether a person has exercised a testamentary power of appointment, the Trustee may rely upon an instrument admitted to probate in any jurisdiction as that person's Last Will, or upon any trust agreement certified to be valid and authentic by sworn statement of the trustee who is serving under that trust agreement. If the Trustee has not received written notice of such an instrument within six months after the powerholder's death, the Trustee may presume that the powerholder failed to exercise that power and will not be liable for acting in accordance with that presumption.

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

11.4 Certifications.

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

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

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

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

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

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

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

Executed as of the date first written above.

Signed in the presence of:

SETTLOR

Simon Bernstein

Two witnesses as to Simon Bernstein

Signed in the presence of:

TRUSTEE

Gerald R. Lewin

Two witnesses as to Gerald R. Lewin

Jerry
Larry forgot Ally's trust
Please sign - I will
return this one and all
the others to you today
properly executed - I will
take care of witnesses Ted

Schedule A
Initial Transfers to Trust

Transfer of 6 shares of LIC Holdings, Inc.

STANFORD TRUST COMPANY
445 North Blvd, Suite 820
Baton Rouge, LA 70802

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

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

Cover Page

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Stanford Trust Company Successor
Trustee for The Alexandra L.
Bernstein Irrevocable Trust
STBR10043

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Please visit our website @ www.stanfordtrustco.com

0025890-0800127

Simon Bernstein
950 Peninsula Corp. Circle, Ste 3010
Boca Raton, FL 33487-1387

STANFORD TRUST COMPANY
445 North Blvd, Suite 820
Baton Rouge, LA 70802

Account Summary

Statement of Value and Activity

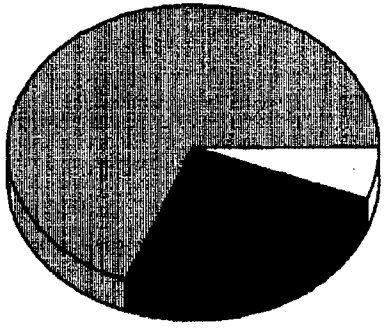
January 1, 2008 - March 31, 2008

Market Value Reconciliation

	This Period	1/1/08 to 3/31/08
Beginning Market Value	**$0.00**	**$0.00**
Additions	$120,000.00	$120,000.00
Distributions	$0.00	$0.00
Fees/Expenses/Taxes	-$6,727.72	-$6,727.72
Income	$491.85	$491.85
Capital Gain Distributions	$0.00	$0.00
Non Cash Asset Changes	$0.00	$0.00
Asset Transfers	$0.00	$0.00
Change in Market Value	$12,098.75	$12,098.75
Ending Market Value	**$125,862.88**	**$125,862.88**
Realized Gains/Losses (Included in Total Above)	-$52.67	-$52.67

Asset Allocation Summary

	Asset Class	Balance
69%	Equity	$90,739.38
25%	Fixed Income	$32,811.35
6%	Cash & Equivalents	$8,490.33
100%	**Total Assets Value**	**$132,041.06**
	Total Liabilities Value	**-$6,178.18**
	Total Portfolio Value	**$125,862.88**



Investment Objective: Balanced Growth - Seeks to provide current income with the opportunity for long-term growth of capital

0025681 - 0000127

Asset Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Powershares Dynamic Mid Cap Growth CUSIP: 73935X807	256.00	$20.49	$5,245.44	$5,581.06	-$335.62	$0.00
			$18,654.54	$19,442.41	-$787.87	$64.67
Equity International Developed						
ING Global Real Estate Fd-A CUSIP: 44980R326	344.75	$19.75	$6,808.73	$6,857.00	-$48.27	$374.05
Vanguard European ETF CUSIP: 922042874	140.00	$68.79	$9,630.60	$9,812.66	-$182.06	$329.84
			$16,439.33	$16,669.66	-$230.33	$703.89
Equity International Emerging						
Wisdomtree Emg Mtks H/Y Equity CUSIP: 97717W315	77.00	$52.09	$4,010.93	$4,206.65	-$195.72	$37.58
			$4,010.93	$4,206.65	-$195.72	$37.58
Equity International Diverse						
American Capital World G&I-F CUSIP: 140543406	161.88	$40.91	$6,622.31	$6,888.94	-$266.63	$160.42
iShares MSCI Brazil Index Fund CUSIP: 464286400	65.00	$77.03	$5,006.95	$5,620.07	-$613.12	$100.69
iShares MSCI Hong Kong CUSIP: 464286871	148.00	$17.95	$2,656.60	$2,809.04	-$152.44	$56.09
iShares MSCI Singapore CUSIP: 464286673	213.00	$12.77	$2,720.01	$2,728.34	-$8.33	$108.42
iShares MSCI United Kingdom CUSIP: 464286699	123.00	$21.56	$2,651.88	$2,810.32	-$158.44	$103.81

0025692 - 0900127

Asset Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Pioneer Global High Yield Fund CUSIP: 72369G108	612.94	$11.06	$6,779.07	$6,858.75	-$79.68	$619.68
Total Fixed Income			$32,811.35	$33,007.58	-$196.23	$2,297.09
Total All Assets			**$132,041.06**	**$130,785.32**	**-$4,922.44**	**$3,919.69**
Liabilities Income Cash			-$6,178.18			
Total Liabilities			-$6,178.18	$0.00	$0.00	$0.00
Total All Liabilities			**-$6,178.18**	**$0.00**	**$0.00**	**$0.00**
Portfolio Grand Total			**$125,862.88**	**$130,785.32**	**-$4,922.44**	**$3,919.69**

0025883 - 0000127

Transaction Detail

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Transaction Details By Category

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
1/1/08	**Beginning Balance**	**$0.00**	**$0.00**	
	Receipts			
	Dividend Income			
1/2/08	Cash Receipt of Dividend Earned on SEI Daily Income Prime Obl #34 Dividend from 12/1/07 to 12/31/07	$0.00	$13.61	$0.00
2/1/08	Cash Receipt of Dividend Earned on SEI Daily Income Prime Obl #34 Dividend from 1/1/08 to 1/31/08	$0.00	$64.52	$0.00
3/3/08	Cash Receipt of Dividend Earned on SEI Daily Income Prime Obl #34 Dividend from 2/1/08 to 2/29/08	$0.00	$211.92	$0.00
3/3/08	Cash Receipt of Dividend Earned on SEI Daily Income TR Treas #38 CL A Dividend from 2/1/08 to 2/29/08	$0.00	$77.28	$0.00
3/3/08	Cash Receipt of Dividend Earned on Oppenheimer Intl Bond Fd-A Dividend from 2/1/08 to 2/29/08	$0.00	$4.64	$0.00
3/3/08	Cash Receipt of Dividend Earned on Pioneer Global High Yield-A Dividend from 2/1/08 to 2/29/08	$0.00	$1.75	$0.00
3/24/08	Cash Receipt of Dividend Earned on American Capital World G&I-F $0.1983/Unit on 161.076 Units Due 3/24/08	$0.00	$31.94	$0.00
3/26/08	Cash Receipt of Dividend Earned on Loomis Sayles Bond Fund-Ret $0.0821/Unit on 1,049.826 Units Due 3/25/08	$0.00	$86.19	$0.00
		$0.00	$491.85	

0215694 - 0600127

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
	Taxes			
3/17/08	Cash Disbursement Paid to United States Treasury Federal Estimated Tax Payments Paid for Alexandra Berstein IRREV Trust 1/15/08 Estimated Tax - 2007 Form 1041-Es	$0.00	-$6,250.00	$0.00
		$0.00	-$6,250.00	
Total Disbursements		**-$57.69**	**-$6,670.03**	
	Purchases			
	Purchases			
1/2/08	Purchased 13.61 Units of SEI Daily Income Prime Obl #34 Trade Date 12/31/07 Posted Thru Mfd Income Reinvestment of Income Received 12/31/07	-$13.61	$0.00	$0.00
2/1/08	Purchased 64.52 Units of SEI Daily Income Prime Obl #34 Trade Date 1/31/08 Reinvestment of Income Received 1/31/08	-$64.52	$0.00	$0.00
2/5/08	Purchased 120,000 Units of SEI Daily Income Prime Obl #34 Trade Date 2/5/08	-$120,000.00	$0.00	$0.00
2/20/08	Purchased 137,151.99 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/20/08	-$137,151.99	$0.00	$0.00
2/28/08	Purchased 514.018 Units of Allegiant Mid Cap Value I Trade Date 2/27/08 514.018 Units At $13.34	-$6,857.00	$0.00	$0.00

0025695 - 0906127

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
2/26/08	Purchased 612.779 Units of Pioneer Global High Yield-A Trade Date 2/27/08 612.779 Units At $11.19	-$6,857.00	$0.00	$0.00
2/29/08	Purchased 148 Units of iShares MSCI Hong Kong Trade Date 2/26/08 148 Units At $18.98	-$2,809.04	$0.00	$0.00
2/29/08	Purchased 47 Units of Market Vectors Agribusiness Trade Date 2/26/08 47 Units At $59.30	-$2,787.10	$0.00	$0.00
2/29/08	Purchased 56 Units of iShares MSCI Switzerland Index Trade Date 2/26/08 56 Units At $25.476	-$1,426.66	$0.00	$0.00
2/29/08	Purchased 55 Units of Market Vectors Russia ETF Trade Date 2/26/08 55 Units At $50.9094	-$2,800.02	$0.00	$0.00
2/29/08	Purchased 54 Units of iShares S&P Gsti Semiconductor Index Trade Date 2/26/08 54 Units At $52.6899	-$2,845.25	$0.00	$0.00
2/29/08	Purchased 123 Units of iShares MSCI United Kingdom Trade Date 2/26/08 123 Units At $22.8481	-$2,810.32	$0.00	$0.00
2/29/08	Purchased 213 Units of iShares MSCI Singapore Trade Date 2/26/08 213 Units At $12.8091	-$2,728.34	$0.00	$0.00

0025986 - 0000127

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
3/19/08	Purchased 27 Units of Market Vectors Russia ETF Trade Date 3/14/08 Paid $1.08 Brokerage 27 Units At $48.779983	-$1,318.14	$0.00	$0.00
3/20/08	Purchased 1,373.99 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/20/08	-$1,373.99	$0.00	$0.00
3/24/08	Purchased 0.799 Units American Capital World G&I-F @ $39.96 through Reinvestment of Cash Dividend Due 3/24/08	-$31.94	$0.00	$0.00
3/26/08	Purchased 6.13 Units Loomis Sayles Bond Fund-Ret @ $14.06 through Reinvestment of Cash Dividend Due 3/25/08	-$86.19	$0.00	$0.00
Total Purchases		**-$388,793.14**	**$0.00**	
	Sales/Maturities			
	Sales/Maturities			
2/20/08	Sold 137,151.99 Units of SEI Daily Income Prime Obl #34 Trade Date 2/20/08	$137,151.99	$0.00	$0.00
2/28/08	Sold 85,030 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/28/08	$85,030.00	$0.00	$0.00
2/29/08	Sold 43,427.17 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/29/08	$43,427.17	$0.00	$0.00
3/14/08	Sold 362.34 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/14/08	$362.34	$0.00	$0.00

0025897 - 0000127

Pending Trades

Statement of Value and Activity

January 1, 2008 - March 31, 2008

No pending trades.

0025698 - 0000127

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
3/17/08	Sold 6,250 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/17/08	$6,250.00	$0.00	$0.00
3/19/08	Sold 1,318.14 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/19/08	$1,318.14	$0.00	$0.00
3/20/08	Sold 56 Units of iShares MSCI Switzerland Index Trade Date 3/17/08 Paid $2.24 Brokerage Paid $0.02 SEC Fee St Capital Loss of $52.67- on Federal Cost Federal Tax Cost $1,426.66 56 Units At $24.575952	$1,373.99	$0.00	-$52.67
3/25/08	Sold 115.38 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/25/08	$115.38	$0.00	$0.00
Total Sales/Maturities		**$275,029.01**	**$0.00**	
3/31/08	**Ending Balance**	**$6,178.18**	**-$6,178.18**	

002687 - 0900127

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
2/29/08	Purchased 65 Units of iShares MSCI Brazil Index Fund Trade Date 2/26/08 65 Units At $86.4626	-$5,620.07	$0.00	$0.00
2/29/08	Purchased 256 Units of Powershares Dynamic Mid Cap Growth Trade Date 2/26/08 256 Units At $21.801	-$5,581.06	$0.00	$0.00
2/29/08	Purchased 140 Units of Vanguard European ETF Trade Date 2/26/08 140 Units At $70.0904	-$9,812.66	$0.00	$0.00
2/29/08	Purchased 77 Units of Wisdomtree Emg Mtks H/Y Equity Trade Date 2/26/08 77 Units At $54.6318	-$4,206.65	$0.00	$0.00
3/3/08	Purchased 77.28 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/29/08 Reinvestment of Income Received 2/29/08	-$77.28	$0.00	$0.00
3/3/08	Purchased 0.694 Units Oppenheimer Intl Bond Fd-A @ $6.69 through Reinvestment of Cash Dividend Due 3/3/08	-$4.64	$0.00	$0.00
3/3/08	Purchased 0.157 Units Pioneer Global High Yield-A @ $11.16 through Reinvestment of Cash Dividend Due 3/3/08	-$1.75	$0.00	$0.00
3/6/08	Purchased 211.92 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/6/08	-$211.92	$0.00	$0.00

0025686 - 0800127

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
2/28/08	Purchased 161.076 Units of American Capital World G&I-F Trade Date 2/27/08 161.076 Units At $42.57	-$6,857.00	$0.00	$0.00
2/28/08	Purchased 526.824 Units of Hussman Strategic Growth Fund Trade Date 2/27/08 526.824 Units At $15.62	-$8,229.00	$0.00	$0.00
2/28/08	Purchased 344.746 Units of ING Global Real Estate Fd-A Trade Date 2/27/08 344.746 Units At $19.89	-$6,857.00	$0.00	$0.00
2/28/08	Purchased 205.468 Units of Keeley Small Cap Val Fd-A Trade Date 2/27/08 205.468 Units At $26.70	-$5,486.00	$0.00	$0.00
2/28/08	Purchased 392.137 Units of Kinetics Paradigm Fund-No LD Trade Date 2/27/08 392.137 Units At $27.98	-$10,972.00	$0.00	$0.00
2/28/08	Purchased 367.668 Units of T Rowe Price New Asia Trade Date 2/27/08 367.668 Units At $18.65	-$6,857.00	$0.00	$0.00
2/28/08	Purchased 1,049.826 Units of Loomis Sayles Bond Fund-Ret Trade Date 2/27/08 1,049.826 Units At $14.37	-$15,086.00	$0.00	$0.00
2/28/08	Purchased 1,652.41 Units of Oppenheimer Intl Bond Fd-A Trade Date 2/27/08 1,652.41 Units At $6.64	-$10,972.00	$0.00	$0.00

0025696 - 0900127

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
	Additions			
2/5/08	Cash Receipt Addition to Account Lic Holdings, Inc Check #1155 DTD 12/31/07	$120,000.00	$0.00	$0.00
		$120,000.00	$0.00	
Total Receipts		**$120,000.00**	**$491.85**	
	Disbursements			
	Fees			
3/25/08	Fee Collected Based on A Market Value of $124,781.17	-$57.69	$0.00	$0.00
3/25/08	Fee Collected Based on A Market Value of $124,781.17	$0.00	-$57.69	$0.00
		-$57.69	-$57.69	
	Expenses			
3/14/08	Cash Disbursement Paid to United States Treasury Other Fees and Expenses Paid for Alexandra Berstein IRREV Trust Penalty and Interest - 1041 for Period 12/31/06	$0.00	-$362.34	$0.00
		$0.00	-$362.34	

0025684 - 0900127

Transaction Summary

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Transaction Summary

Transaction Category	Principal Cash	Income Cash
Beginning Cash Balance on 1/1/08	**$0.00**	**$0.00**
Receipts		
Dividend Income	$0.00	$491.85
Other Income	$0.00	$0.00
Interest Income	$0.00	$0.00
Additions	$120,000.00	$0.00
Capital Gain Distributions	$0.00	$0.00
Tax Exempt Dividends & Interest	$0.00	$0.00
Total Receipts	**$120,000.00**	**$491.85**
Disbursements		
Distributions	$0.00	$0.00
Fees	-$57.69	-$57.69
Expenses	$0.00	-$362.34
Taxes	$0.00	-$6,250.00
Total Disbursements	**-$57.69**	**-$6,670.03**
Purchases	**-$388,793.14**	**$0.00**
Sales/Maturities	**$275,029.01**	**$0.00**
Asset Transfers		
Free Receipts	$0.00	$0.00
Free Deliveries	$0.00	$0.00
Total Asset Transfers	**$0.00**	**$0.00**
Other	**$0.00**	**$0.00**
Ending Cash Balance on 3/31/08	**$6,178.18**	**-$6,178.18**

0025683 - 0800127

Asset Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Kinetics Paradigm Fund-No LD CUSIP: 494613607	392.14	$25.94	$10,172.03	$10,972.00	-$799.97	$49.80
Market Vectors Russia ETF CUSIP: 57060U506	82.00	$46.53	$3,815.46	$4,118.16	-$302.70	$9.02
T Rowe Price New Asia CUSIP: 77956H500	367.67	$16.66	$6,125.35	$6,857.00	-$731.65	$69.86
			$39,770.69	$42,803.87	-$3,033.28	$658.11
Equity Mid Cap Value						
Allegiant Mid Cap Value I CUSIP: 01748E831	514.02	$12.56	$6,456.07	$6,857.00	-$400.93	$131.07
			$6,456.07	$6,857.00	-$400.93	$131.07
Total Equity			$90,739.38	$95,469.59	-$4,729.21	$1,595.32
Fixed Income						
Fixed Income Mutual Funds						
Oppenheimer International Bond Fund CUSIP: 68380T103	1,653.10	$6.76	$11,174.98	$10,976.64	$198.34	$732.33
Loomis Sayles Bond Fund CUSIP: 543495832	1,055.96	$14.07	$14,857.30	$15,172.19	-$314.89	$945.08

0225282 - 090127

Asset Detail

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Asset Detail

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Cash & Equivalents						
Money Market Funds						
SEI Daily Income TR Treas #38 CL A CUSIP: 783965726	2,312.15	$1.00	$2,312.15	$2,312.15	$0.00	$27.28
			$2,312.15	$2,312.15	$0.00	$27.28
Cash						
Principal Cash			$6,178.18			
			$6,178.18	$0.00	$0.00	$0.00
Total Cash & Equivalents			$8,490.33	$2,312.15	$0.00	$27.28
Equity						
Equity Small Cap Value Mutual Funds						
Keeley Small Cap Val Fd-A CUSIP: 487300501	205.47	$26.32	$5,407.92	$5,486.00	-$78.08	$0.00
			$5,407.92	$5,486.00	-$78.08	$0.00
Other Domestic Equity						
Hussman Strategic Growth Fund CUSIP: 448108100	526.82	$15.59	$8,213.19	$8,229.00	-$15.81	$48.47
iShares S&P Gsti Semiconductor Index CUSIP: 464287523	54.00	$49.56	$2,676.24	$2,845.25	-$169.01	$16.20
Market Vectors Agribusiness CUSIP: 57060U605	47.00	$53.61	$2,519.67	$2,787.10	-$267.43	$0.00

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0026590 - 0000127

STANFORD TRUST COMPANY
445 North Blvd, Suite 820
Baton Rouge, LA 70802

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

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

Cover Page

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Stanford Trust Company Successor
Trustee for The Alexandra L.
Bernstein Irrevocable Trust
STBR10043

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Please visit our website @ www.stanfordtrustco.com

Alexandra Bernstein
c/o Simon Bernstein
15807 Menton Bay Ct.
Delray Beach, FL 334446

STANFORD TRUST COMPANY
445 North Blvd, Suite 820
Baton Rouge, LA 70802

Account Summary

Statement of Value and Activity

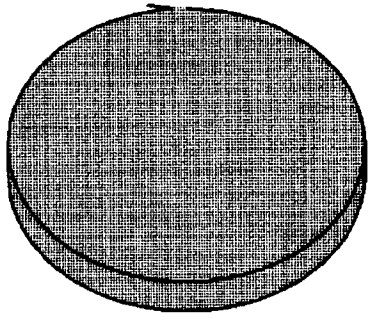
October 1, 2007 - December 31, 2007

Market Value Reconciliation

	This Period	1/1/07 to 12/31/07
Beginning Market Value	**$0.00**	**$0.00**
Additions	$17,073.86	$17,073.86
Distributions	$0.00	$0.00
Fees/Expenses/Taxes	$0.00	$0.00
Income	$0.00	$0.00
Capital Gain Distributions	$0.00	$0.00
Non Cash Asset Changes	$0.00	$0.00
Asset Transfers	$0.00	$0.00
Change in Market Value	$0.00	$0.00
Ending Market Value	**$17,073.86**	**$17,073.86**
Realized Gains/Losses (Included in Total Above)	$0.00	$0.00

Asset Allocation Summary

	Asset Class	Balance
100%	Cash & Equivalents	$17,073.86
100%	**Total Assets Value**	**$17,073.86**



Investment Objective: Balanced Growth - Seeks to provide current income with the opportunity for long-term growth of capital

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Transaction Summary

Transaction Category	*Principal Cash*	*Income Cash*
Beginning Cash Balance on 10/1/07	**$0.00**	**$0.00**
Receipts		
Dividend Income	$0.00	$0.00
Other Income	$0.00	$0.00
Interest Income	$0.00	$0.00
Additions	$17,073.86	$0.00
Capital Gain Distributions	$0.00	$0.00
Tax Exempt Dividends & Interest	$0.00	$0.00
Total Receipts	**$17,073.86**	**$0.00**
Disbursements		
Distributions	$0.00	$0.00
Fees	$0.00	$0.00
Expenses	$0.00	$0.00
Taxes	$0.00	$0.00
Total Disbursements	**$0.00**	**$0.00**
Purchases	**-$17,073.86**	**$0.00**
Sales/Maturities	**$0.00**	**$0.00**
Asset Transfers		
Free Receipts	$0.00	$0.00
Free Deliveries	$0.00	$0.00
Total Asset Transfers	**$0.00**	**$0.00**
Other	**$0.00**	**$0.00**
Ending Cash Balance on 12/31/07	**$0.00**	**$0.00**

Pending Trades

Statement of Value and Activity

October 1, 2007 - December 31, 2007

No pending trades.

Transaction Detail

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Transaction Details By Category

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
10/1/07	**Beginning Balance**	**$0.00**	**$0.00**	
	Receipts			
	Additions			
12/26/07	Cash Receipt Deposits Arbitrage International Ck#2778 DTD 10/7/07	$17,073.86	$0.00	$0.00
Total Receipts		**$17,073.86**	**$0.00**	
	Purchases			
	Purchases			
12/26/07	Purchased 17,073.86 Units of SEI Daily Income Prime Obl #34 Trade Date 12/26/07	-$17,073.86	$0.00	$0.00
Total Purchases		**-$17,073.86**	**$0.00**	
12/31/07	**Ending Balance**	**$0.00**	**$0.00**	

Asset Detail

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Asset Detail

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Cash & Equivalents						
Money Market Funds						
SEI Daily Income Prime Obl #34 CUSIP: 783965403	17,073.86	$1.00	$17,073.86	$17,073.86	$0.00	$828.08
Total Cash & Equivalents			$17,073.86	$17,073.86	$0.00	$828.08
Total All Assets			**$17,073.86**	**$17,073.86**	**$0.00**	**$828.08**

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EXTENSION GRANTED TO 10/15/2007

Form **1041** Department of the Treasury - Internal Revenue Service

U.S. Income Tax Return for Estates and Trusts

2006

COPY

For calendar year 2006 or fiscal year beginning , 2006 and ending , OMB No. 1545-0092

A Type of entity:
- [ ] Decedent's estate
- [ ] Simple trust
- [X] Complex trust
- [ ] Qualified disability trust
- [X] ESBT (S portion only)
- [ ] Grantor type trust
- [ ] Bankruptcy estate-Ch. 7
- [ ] Bankruptcy estate-Ch. 11
- [ ] Pooled income fund

Name of estate or trust (If a grantor type trust, see page 12 of the instructions.)
ALEXANDRA BERNSTEIN IRREVOCABLE TRUST

Name and title of fiduciary
STANFORD TRUST COMPANY, TRUSTEE

Number, street, and room or suite no. (If a P.O. box, see page 12 of the instructions.)
445 NORTH BOULEVARD, 8TH FLOOR EAST

City or town, state, and ZIP code
BATON ROUGE, LA 70802

C Employer identification number: 20 7294112

D Date entity created: 09/01/2006

E Nonexempt charitable and split-interest trusts, check applicable boxes (see pg 13 of the instr.):
- [ ] Described in section 4947(a)(1)
- [ ] Not a private foundation
- [ ] Described in section 4947(a)(2)

B No. of Sch K-1 attached ▶ 0

F Check applicable boxes: [X] Initial return [ ] Final return [ ] Amended return [ ] Change in trust's name [ ] Change in fiduciary [ ] Change in fiduciary's name [ ] Change in fiduciary's address

G Pooled mortgage account (see page 14 of the instructions): [ ] Bought [ ] Sold Date:

Income	1	Interest income	1	
	2a	Total ordinary dividends	2a	
	b	Qualified dividends allocable to: (1) Beneficiaries _____ (2) Estate or trust _____		
	3	Business income or (loss). Attach Schedule C or C-EZ (Form 1040)	3	
	4	Capital gain or (loss). Attach Schedule D (Form 1041)	4	
	5	Rents, royalties, partnerships, other estates and trusts, etc. Attach Schedule E (Form 1040)	5	
	6	Farm income or (loss). Attach Schedule F (Form 1040)	6	
	7	Ordinary gain or (loss). Attach Form 4797	7	
	8	Other income. List type and amount	8	
	9	**Total income.** Combine lines 1, 2a, and 3 through 8 ▶	9	
Deductions	10	Interest. Check if Form 4952 is attached ▶ [ ]	10	
	11	Taxes	11	
	12	Fiduciary fees	12	
	13	Charitable deduction (from Schedule A, line 7)	13	
	14	Attorney, accountant, and return preparer fees	14	
	15a	Other deductions **not** subject to the 2% floor (attach schedule)	15a	
	b	Allowable miscellaneous itemized deductions subject to the 2% floor	15b	
	16	Add lines 10 through 15b ▶	16	
	17	Adjusted total income or (loss). Subtract line 16 from line 9 — 17		
	18	Income distribution deduction (from Schedule B, line 15). Attach Schedules K-1 (Form 1041)	18	
	19	Estate tax deduction including certain generation-skipping taxes (attach computation)	19	
	20	Exemption	20	100.
	21	Add lines 18 through 20 ▶	21	100.
Tax and Payments	22	Taxable income. Subtract line 21 from line 17. If a loss, see page 20 of the instructions	22	<100.>
	23	**Total tax** (from Schedule G, line 7)	23	6,245.
	24	**Payments:** a 2006 estimated tax payments and amount applied from 2005 return	24a	
	b	Estimated tax payments allocated to beneficiaries (from Form 1041-T)	24b	
	c	Subtract line 24b from line 24a	24c	
	d	Tax paid with Form 7004 (see page 20 of the instructions)	24d	
	e	Federal income tax withheld. If any is from Form(s) 1099, check ▶ [ ]	24e	
	f	Credit for federal telephone excise tax paid. Attach Form 8913	24f	
		Other payments: g Form 2439 _____ ; h Form 4136 _____ ; Total ▶	24i	
	25	**Total payments.** Add lines 24c through 24f, and 24i ▶	25	
	26	Estimated tax penalty (see page 20 of the instructions)	26	
	27	**Tax due.** If line 25 is smaller than the total of lines 23 and 26, enter amount owed **	27	6,245.
	28	**Overpayment.** If line 25 is larger than the total of lines 23 and 26, enter amount overpaid	28	
	29	Amount of line 28 to be: a Credited to 2007 estimated tax ▶ ; b Refunded ▶	29	

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Signature of fiduciary or officer representing fiduciary | Date | EIN of fiduciary if a financial institution

May the IRS discuss this return with the preparer shown below (see instr.)? [X] Yes [ ] No

Paid Preparer's Use Only

Preparer's signature: [signature] Date: 10/8/07 Check if self-employed [ ] Preparer's SSN or PTIN: P00127193

Firm's name (or yours if self-employed), address, and ZIP code:
GOLDSTEIN LEWIN & CO.
1900 N.W. CORPORATE BLVD. STE E-300
BOCA RATON, FL 33431-8502

EIN: 59 2147155

Phone no. (561)994-5050

JWA

Form **7004**
(Rev. December 2006)
Department of the Treasury
Internal Revenue Service

Application for Automatic 6-Month Extension of Time To File Certain Business Income Tax, Information, and Other Returns

▸ File a separate application for each return.

OMB No. 1545-0233

Type or Print

File by the due date for the return for which an extension is requested. See instructions.

Name	Identifying number
Alexandra Bernstein Irrevocable Trust	20-7294112

Number, street, and room or suite no. (If P.O. box, see instructions.)
c/o Goldstein Lewin & Co. 1900 NW Corp. Blvd. Suite 300E

City, town, state, and ZIP code (If a foreign address, enter city, province or state, and country (follow the country's practice for entering postal code)).
Boca Raton, FL 33431

Note. See instructions before completing this form.

1 Enter the form code for the return that this application is for (see below)..... 05

2 If the foreign corporation does not have an office or place of business in the United States, check here..... ▸ ☐

3 If the organization is a corporation or partnership that qualifies under Regulations section 1.6081-5, check here. ▸ ☐

4a The application is for calendar year 2006, or tax year beginning ___, 20___, and ending ___, 20___

b **Short tax year.** If this tax year is less than 12 months, check the reason:
☐ Initial return ☐ Final return ☐ Change in accounting period ☐ Consolidated return to be filed

5 If the organization is a corporation and is the common parent of a group that intends to file a consolidated return, check here..... ▸ ☐
If checked, attach a schedule, listing the name, address, and Employer Identification Number (EIN) for each member covered by this application.

6	Tentative total tax.....	6	0.00
7	**Total payments and credits (see instructions)**.....	7	0.00
8	**Balance due.** Subtract line 7 from line 6. **Generally, you must deposit this amount using the Electronic Federal Tax Payment System (EFTPS), a Federal Tax Deposit (FTD) Coupon, or Electronic Funds Withdrawal (EFW) (see instructions for exceptions)**.....	8	0.00

Application Is For:	Form Code	Application Is For:	Form Code
[redacted]	[redacted]	Form 1120-H	17
Form 706-GS(T)	02	[redacted]	[redacted]
[redacted]	[redacted]	Form 1120-ND	19
Form 1041 (estate)	04	[redacted]	[redacted]
[redacted]	[redacted]	Form 1120-PC	21
Form 1041-N	06	[redacted]	[redacted]
[redacted]	[redacted]	Form 1120-REIT	23
Form 1042	08	[redacted]	[redacted]
[redacted]	[redacted]	Form 1120-S	25
Form 1065-B	10	[redacted]	[redacted]
[redacted]	[redacted]	Form 3520-A	27
Form 1120	12	[redacted]	[redacted]
[redacted]	[redacted]	Form 8613	29
Form 1120-A	14	[redacted]	[redacted]
[redacted]	[redacted]	Form 8804	31
Form 1120-F	15	[redacted]	[redacted]
[redacted]	[redacted]	Form 8876	33

For Paperwork Reduction Act Notice, see instructions. Form 7004 (Rev. 12-2006)

ISA
STF XDXP1000

Schedule A **Charitable Deduction.** Do not complete for a simple trust or a pooled income fund.

1	Amounts paid or permanently set aside for charitable purposes from gross income (see page 21 of the instructions)	1	
2	Tax-exempt income allocable to charitable contributions (see page 21 of the instructions)	2	
3	Subtract line 2 from line 1	3	
4	Capital gains for the tax year allocated to corpus and paid or permanently set aside for charitable purposes	4	
5	Add lines 3 and 4	5	
6	Section 1202 exclusion allocable to capital gains paid or permanently set aside for charitable purposes (see instructions)	6	
7	**Charitable deduction.** Subtract line 6 from 5. Enter here and on page 1, line 13	7	

Schedule B **Income Distribution Deduction**

1	Adjusted total income (see page 22 of the instructions)		1	
2	Adjusted tax-exempt interest		2	
3	Total net gain from Schedule D (Form 1041), line 15, column (1) (see page 22 of the instructions)		3	
4	Enter amount from Schedule A, line 4 (minus any allocable section 1202 exclusion)		4	
5	Capital gains for the tax year included on Schedule A, line 1 (see page 22 of the instructions)		5	
6	Enter any gain from page 1, line 4, as a negative number. If page 1, line 4, is a loss, enter the loss as a positive number		6	
7	**Distributable net income (DNI).** Combine lines 1 through 6. If zero or less, enter -0-		7	
8	If a complex trust, enter accounting income for the tax year as determined under the governing instrument and applicable local law	8 0.		
9	Income required to be distributed currently		9	
10	Other amounts paid, credited, or otherwise required to be distributed		10	
11	Total distributions. Add lines 9 and 10. If greater than line 8, see page 22 of the instructions		11	
12	Enter the amount of tax-exempt income included on line 11		12	
13	Tentative income distribution deduction. Subtract line 12 from line 11		13	
14	Tentative income distribution deduction. Subtract line 2 from line 7. If zero or less, enter -0-		14	
15	**Income distribution deduction.** Enter the smaller of line 13 or line 14 here and on page 1, line 18		15	

Schedule G **Tax Computation** (see page 23 of the instructions)

1	**Tax:** a Tax on taxable income (see page 23 of the instructions)	1a 0.			
	b Tax on lump-sum distributions. Attach Form 4972	1b			
	c Alternative minimum tax (from Schedule I, line 56)	1c			
	d **Total.** Add lines 1a through 1c ▶		1d		0.
2a	Foreign tax credit. Attach Form 1116	2a			
b	Other nonbusiness credits (attach schedule)	2b			
c	General business credit. Enter here and check which forms are attached: ☐ Form 3800 ☐ Forms (specify) ▶	2c			
d	Credit for prior year minimum tax. Attach Form 8801	2d			
3	**Total credits.** Add lines 2a through 2d ▶		3		
4	Subtract line 3 from line 1d. If zero or less, enter -0-		4		0.
5	**Recapture taxes.** Check if from: ☐ Form 4255 ☐ Form 8611		5		
6	Household employment taxes. Attach Schedule H (Form 1040)		6		
7	**Total tax.** Add lines 4 through 6. Enter here and on page 1, line 23 ▶		7		6,245.

Other Information SEC. 641(C): 6,245.

		Yes	No
1	Did the estate or trust receive tax-exempt income? If "Yes," attach a computation of the allocation of expenses. Enter the amount of tax-exempt interest income and exempt-interest dividends ▶ $		X
2	Did the estate or trust receive all or any part of the earnings (salary, wages, and other compensation) of any individual by reason of a contract assignment or similar arrangement?		X
3	At any time during calendar year 2006, did the estate or trust have an interest in or a signature or other authority over a bank, securities, or other financial account in a foreign country? See page 25 of the instructions for exceptions and filing requirements for Form TD F 90-22.1. If "Yes," enter the name of the foreign country ▶		X
4	During the tax year, did the estate or trust receive a distribution from, or was it the grantor of, or transferor to, a foreign trust? If "Yes," the estate or trust may have to file Form 3520. See page 25 of the instructions		X
5	Did the estate or trust receive, or pay, any qualified residence interest on seller-provided financing? If "Yes," see page 25 for required attachment		X
6	If this is an estate or a complex trust making the section 663(b) election, check here (see page 25 of the instructions) ▶ ☐		
7	To make a section 643(e)(3) election, attach Schedule D (Form 1041), and check here (see page 25 of the instructions) ▶ ☐		
8	If the decedent's estate has been open for more than 2 years, attach an explanation for the delay in closing the estate, and check here ▶ ☐		
9	Are any present or future trust beneficiaries skip persons? See page 25 of the instructions	X	

1041	Electing Small Business Trust Tax Calculation	2006

Name of Trust	Employer ID Number
ALEXANDRA BERNSTEIN IRREVOCABLE TRUST	20-7294112

Income

Interest	SEE STATEMENT 3	84.
Total Ordinary Dividends		
Less: Qualified Dividends		
Net Dividends		
Other Ordinary Income	SEE STATEMENT 4	17,758.
Net Short-Term Capital Gain		
Ordinary Gains		
Other Income		
Total Income		17,842.

Deductions

Interest	
Taxes	
Fiduciary Fees	
Charitable Deduction	
Attorney, Accountant, Return Preparation Fees	
Other Deductions - Not Subject to 2% Limit	
Other Deductions - Subject to 2% Limit	
Total Deductions	

Tax and Credits

Taxable Income	17,842.
Tax - 35%	6,245.
Net Long-Term Capital Gain and Qualified Dividends	
Tax	
Total Regular Tax	6,245.
Alternative Minimum Tax	
Total Tax	6,245.
Credits	
Recapture and Other Taxes	
Net Tax - to Form 1041, Schedule G, line 7	6,245.

624401
05-01-06

Schedule I **Alternative Minimum Tax** (see pages 26 through 32 of the instructions)

Part I - Estate's or Trust's Share of Alternative Minimum Taxable Income

1	Adjusted total income or (loss) (from page 1, line 17)		1	17,842.
2	Interest		2	
3	Taxes		3	
4	Miscellaneous itemized deductions (from page 1, line 15b)		4	
5	Refund of taxes		5	( )
6	Depletion (difference between regular tax and AMT)		6	
7	Net operating loss deduction. Enter as a positive amount		7	
8	Interest from specified private activity bonds exempt from the regular tax		8	
9	Qualified small business stock (see page 27 of the instructions)		9	
10	Exercise of incentive stock options (excess of AMT income over regular tax income)		10	
11	Other estates and trusts (amount from Schedule K-1 (Form 1041), box 12, code A)		11	
12	Electing large partnerships (amount from Schedule K-1 (Form 1065-B), box 6)		12	
13	Disposition of property (difference between AMT and regular tax gain or loss)		13	
14	Depreciation on assets placed in service after 1986 (difference between regular tax and AMT)		14	
15	Passive activities (difference between AMT and regular tax income or loss)	SEE STATEMENT 5	15	<13.>
16	Loss limitations (difference between AMT and regular tax income or loss)		16	
17	Circulation costs (difference between regular tax and AMT)		17	
18	Long-term contracts (difference between AMT and regular tax income)		18	
19	Mining costs (difference between regular tax and AMT)		19	
20	Research and experimental costs (difference between regular tax and AMT)		20	
21	Income from certain installment sales before January 1, 1987		21	( )
22	Intangible drilling costs preference		22	
23	Other adjustments, including income-based related adjustments		23	
24	Alternative tax net operating loss deduction (See the instructions for the limitation that applies)		24	( )
25	Adjusted alternative minimum taxable income. Combine lines 1 through 24		25	17,829.
	Note: Complete Part II below before going to line 26.			
26	Income distribution deduction from Part II, line 44	26 0.		
27	Estate tax deduction (from page 1, line 19)	27		
28	Add lines 26 and 27		28	
29	Estate's or trust's share of alternative minimum taxable income. Subtract line 28 from line 25.		29	17,829.

If line 29 is:

- $22,500 or less, stop here and enter -0- on Schedule G, line 1c. The estate or trust is not liable for the alternative minimum tax.
- Over $22,500, but less than $165,000, go to line 45.
- $165,000 or more, enter the amount from line 29 on line 51 and go to line 52.

Part II - Income Distribution on a Minimum Tax Basis

30	Adjusted alternative minimum taxable income (see page 30 of the instructions)	30	
31	Adjusted tax-exempt interest (other than amounts included on line 8)	31	
32	Total net gain from Schedule D (Form 1041), line 15, column (1). If a loss, enter -0-	32	
33	Capital gains for the tax year allocated to corpus and paid or permanently set aside for charitable purposes (from Schedule A, line 4)	33	
34	Capital gains paid or permanently set aside for charitable purposes from gross income (see page 30 of the instructions)	34	
35	Capital gains computed on a minimum tax basis included on line 25	35	( )
36	Capital losses computed on a minimum tax basis included on line 25. Enter as a positive amount	36	
37	Distributable net alternative minimum taxable income (DNAMTI). Combine lines 30 through 36. If zero or less, enter -0-	37	
38	Income required to be distributed currently (from Schedule B, line 9)	38	
39	Other amounts paid, credited, or otherwise required to be distributed (from Schedule B, line 10)	39	
40	Total distributions. Add lines 38 and 39	40	
41	Tax-exempt income included on line 40 (other than amounts included on line 8)	41	
42	Tentative income distribution deduction on a minimum tax basis. Subtract line 41 from line 40	42	
43	Tentative income distribution deduction on a minimum tax basis. Subtract line 31 from line 37. If zero or less, enter -0-	43	
44	**Income distribution deduction on a minimum tax basis.** Enter the smaller of line 42 or line 43. Enter here and on line 26	44	

S CORPORATION PORTION

Part III - Alternative Minimum Tax

45	Exemption amount			45	$22,500
46	Enter the amount from line 29	46			
47	Phase-out of exemption amount	47	$75,000		
48	Subtract line 47 from line 46. If zero or less, enter -0-	48			
49	Multiply line 48 by 25% (.25)			49	
50	Subtract line 49 from line 45. If zero or less, enter -0-			50	
51	Subtract line 50 from line 46			51	17,829.
52	Go to Part IV of Schedule I to figure line 52 if the estate or trust has qualified dividends or has a gain on lines 14a and 15 of column (2) of Schedule D (Form 1041) (as refigured for the AMT, if necessary). Otherwise, if line 51 is - • $175,000 or less, multiply line 51 by 26% (.26). • Over $175,000, multiply line 51 by 28% (.28) and subtract $3,500 from the result			52	4,636.
53	Alternative minimum foreign tax credit (see page 31 of the instructions)			53	
54	Tentative minimum tax. Subtract line 53 from line 52			54	4,636.
55	Enter the tax from Schedule G, line 1a (minus any foreign tax credit from Schedule G, line 2a)			55	6,245.
56	Alternative minimum tax. Subtract line 55 from line 54. If zero or less, enter -0-. Enter here and on Schedule G, line 1c			56	0.

Part IV - Line 52 Computation Using Maximum Capital Gains Rates

Caution: If you did not complete Part V of Schedule D (Form 1041), the Schedule D Tax Worksheet, or the Qualified Dividends Tax Worksheet, see page 32 of the instructions before completing this part.

57	Enter the amount from line 51			57	
58	Enter the amount from Schedule D (Form 1041), line 22, or line 13 of the Schedule D Tax Worksheet, or line 4 of the Qualified Dividends Tax Worksheet, whichever applies (as refigured for the AMT, if necessary)	58			
59	Enter the amount from Schedule D (Form 1041), line 14b, column (2) (as refigured for the AMT, if necessary). If you did not complete Schedule D for the regular tax or the AMT, enter -0-	59			
60	If you did not complete a Schedule D Tax Worksheet for the regular tax or the AMT, enter the amount from line 58. Otherwise, add lines 58 and 59 and enter the **smaller** of that result or the amount from line 10 of the Schedule D Tax Worksheet (as refigured for the AMT, if necessary)	60			
61	Enter the **smaller** of line 57 or line 60			61	
62	Subtract line 61 from line 57			62	
63	If line 62 is $175,000 or less, multiply line 62 by 26% (.26). Otherwise, multiply line 62 by 28% (.28) and subtract $3,500 from the result ▶			63	
64	Maximum amount subject to the 5% rate	64	$2,050		
65	Enter the amount from line 23 of Schedule D (Form 1041), line 14 of the Schedule D Tax Worksheet, or line 5 of the Qualified Dividends Tax Worksheet, whichever applies (as figured for the regular tax). If you did not complete Schedule D or either worksheet for the regular tax, enter -0-	65			
66	Subtract line 65 from line 64. If zero or less, enter -0-	66			
67	Enter the **smaller** of line 57 or line 58	67			
68	Enter the **smaller** of line 66 or line 67	68			
69	Multiply line 68 by 5% (.05) ▶			69	
70	Subtract line 68 from line 67	70			
71	Multiply line 70 by 15% (.15) ▶			71	
	If line 59 is zero or blank, skip lines 72 and 73 and go to line 74. Otherwise, go to line 72.				
72	Subtract line 67 from line 61	72			
73	Multiply line 72 by 25% (.25) ▶			73	
74	Add lines 63, 69, 71, and 73			74	
75	If line 57 is $175,000 or less, multiply line 57 by 26% (.26). Otherwise, multiply line 57 by 28% (.28%) and subtract $3,500 from the result			75	
76	Enter the **smaller** of line 74 or line 75 here and on line 52			76	

FORM 1041 LATE PAYMENT INTEREST STATEMENT 1

DESCRIPTION	DATE	AMOUNT	BALANCE	RATE	DAYS	INTEREST
TAX DUE	04/15/07	6,245.	6,245.	.0700	76	92.
INTEREST RATE CHANGE	06/30/07	0.	6,337.	.0800	107	150.
DATE FILED	10/15/07		6,487.			
TOTAL LATE PAYMENT INTEREST						242.

FORM 1041 LATE PAYMENT PENALTY STATEMENT 2

DESCRIPTION	DATE	AMOUNT	BALANCE	MONTHS	PENALTY
TAX DUE	04/15/07	6,245.	6,245.	6	187.
DATE FILED	10/15/07				
TOTAL LATE PAYMENT PENALTY					187.

ALEXANDRA BERNSTEIN IRREVOCABLE TRUST 20-7294112

ESBT INTEREST STATEMENT 3

DESCRIPTION	U.S. INTEREST	OTHER TAXABLE INTEREST
LIC HOLDINGS, INC. - REGULAR INTEREST	0.	84.
SUBTOTALS	0.	84.
TOTAL INTEREST		84.

ESBT OTHER ORDINARY INCOME STATEMENT 4

DESCRIPTION	AMOUNT
FROM - LIC HOLDINGS, INC.	17,758.
TOTAL TO ESBT WORKSHEET	17,758.

ESBT SCHEDULE I PASSIVE ACTIVITY LOSS STATEMENT 5

NAME OF ACTIVITY	FORM	NET INCOME (LOSS) AMT	NET INCOME (LOSS) REGULAR	ADJUSTMENT
LIC HOLDINGS, INC.	SCH E	17,745.	17,758.	<13.>
TOTAL TO SCHEDULE I, LINE 15				<13.>

ESBT FORM 8582 OTHER PASSIVE ACTIVITIES - WORKSHEET 3 STATEMENT 6

NAME OF ACTIVITY	CURRENT YEAR NET INCOME	CURRENT YEAR NET LOSS	PRIOR YEAR UNALLOWED LOSS	OVERALL GAIN OR LOSS GAIN	OVERALL GAIN OR LOSS LOSS
LIC HOLDINGS, INC.	17,758.	0.	0.	17,758.	0.
TOTALS	17,758.	0.	0.	17,758.	0.

ALEXANDRA BERNSTEIN IRREVOCABLE TRUST 20-7294112

ESBT FORM 8582 SUMMARY OF PASSIVE ACTIVITIES STATEMENT 7

RREA - NAME	FORM OR SCHEDULE	GAIN/LOSS	PRIOR YEAR C/O	NET GAIN/LOSS	UNALLOWED LOSS	ALLOWED LOSS
LIC HOLDINGS, INC.	SCH E	17,758.	0.	17,758.	0.	0.
TOTALS		17,758.	0.	17,758.	0.	0.

PRIOR YEAR CARRYOVERS ALLOWED DUE TO CURRENT YEAR NET ACTIVITY INCOME

TOTAL TO FORM 8582, LINE 11 0.

ESBT FORM 8582 ALTERNATIVE MINIMUM TAX STATEMENT 8
OTHER PASSIVE ACTIVITIES - WORKSHEET 3

NAME OF ACTIVITY	CURRENT YEAR NET INCOME	CURRENT YEAR NET LOSS	PRIOR YEAR UNALLOWED LOSS	OVERALL GAIN OR LOSS GAIN	OVERALL GAIN OR LOSS LOSS
LIC HOLDINGS, INC.	17,745.	0.	0.	17,745.	0.
TOTALS	17,745.	0.	0.	17,745.	0.

SECURITY WARNING: THE FACE OF THIS DOCUMENT FEATURES A COLORED BACKGROUND AND MICROPRINT BORDERS - THE REVERSE SIDE FEATURES ARTIFICIAL WATERMARKS

ARBITRAGE INTERNATIONAL MANAGEMENT LLC
960 PENINSULA CORPORATE CIRCLE
SUITE 3010
BOCA RATON, FL 33487

WACHOVIA BANK, N.A.
63-643/670

2778

10/7/07

PAY TO THE ORDER OF Alexandra Bernstein Trust

$ 17,073.86

SEVENTEEN THOUSAND, SEVENTY THREE AND 86/00 ——— DOLLARS

MEMO: DISTRIBUTION, LLC HOLDINGS

Jill Bernstein
AUTHORIZED SIGNATURE

⑈002778⑈ ⑆067006432⑆ 2000034069950⑈

TRUST AGREEMENT

FOR THE

CARLY ESTHER FRIEDSTEIN IRREVOCABLE

TRUST

September 7, 2006

TRUST AGREEMENT

FOR THE

CARLY ESTHER FRIEDSTEIN IRREVOCABLE TRUST

SIMON BERNSTEIN, as Settlor, hereby creates the Carly Esther Friedstein Irrevocable Trust ("the Trust") on September 7, 2006. Gerald R. Lewin is the trustee of this Trust and, in that capacity, he and his successors are collectively referred to in this Trust Agreement as the "Trustee."

ARTICLE 1
BENEFICIARY

This Trust is for the benefit of the Settlor's Grandchild, CARLY ESTHER FRIED STEIN ("Beneficiary")

ARTICLE 2
TRANSFERS TO TRUST

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

ARTICLE 3
IRREVOCABLE PROVISION

The Settlor declares that he has no right to alter, amend, modify, or revoke this Trust Agreement; to withdraw assets from the Trust; or to require changes in the investments of the Trust. No part of the Trust may ever revert to the Settlor, be used for his benefit, or be distributed in discharge of his legal obligations.

ARTICLE 4
ADMINISTRATION OF TRUST

The Trustee shall hold, administer, and distribute the Trust Estate in accordance with the powers granted under this Trust Agreement as follows:

4.1 Discretionary Distributions. The Trustee shall pay or apply such sums of principal from this Trust as in the Trustee's discretion are necessary or advisable for Beneficiary's health, education, support, and maintenance.

4.2 Distribution of Principal. When Beneficiary has reached age 21, the trustee shall distribute one-half (½) of the corpus of trust to Beneficiary plus accrued income. When Beneficiary has reached age 25 the Trustee shall distribute the entire remaining principal balance of the corpus of the trust to Beneficiary plus accrued income.

4.3 Distribution Upon Death Before Age 25. Upon the death of Beneficiary prior to age 25, the Trustee shall distribute the remaining assets in the trust to the estate of Beneficiary.

ARTICLE 5
PROVISIONS GOVERNING TRUSTEES

The following provisions apply to all Trustees appointed under this Trust Agreement:

5.1 Incapacity of Trustee. If any Trustee becomes disabled, he or she will immediately cease to act as Trustee. If a Trustee who ceases to serve because of a disability, or who is suspended, thereafter recovers from that disability or consents to the release of relevant medical information, he or she may elect to become a Trustee again by giving written notice to the then serving Trustee, and the last Trustee who undertook to serve will then cease to be a Trustee until another successor Trustee is required.

5.2 Resignation. Any Trustee may resign by giving 30 days' written notice delivered personally or by mail to any then serving Co-Trustee and to the Settlor if he is then living and not disabled; otherwise to the next named successor Trustee, or if none, to the persons having power to appoint successor Trustees.

5.3 Power to Name Other Trustees. Whenever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee. The appointment will be by a written document (including a testamentary instrument) delivered to the appointed Trustee. In no event may the Settlor ever be appointed as the Trustee under this Trust Agreement nor shall a Successor trustee be appointed that will cause this trust to be a grantor trust.

5.4 Powers of Successor Trustees. Successor Trustees will have all powers granted to the original Trustee, except that only an Independent Trustee will succeed to the powers vested exclusively in the Independent Trustee.

5.5 Accountings. Accountings must be given to the beneficiary of each trust at least annually (quarterly if a Corporate Trustee is serving). The accountings must show the assets held in trust and all receipts and disbursements. A beneficiary's written approval of an accounting will be final and binding upon that beneficiary and all persons represented by him or her as to all matters disclosed in that accounting. In any event, if a beneficiary fails to object to an accounting within six months of receiving it, his or her approval is conclusively presumed. A successor Trustee may require the prior Trustee to render a full and final accounting.

5.6 Acts by Other Fiduciaries. The Trustee is not required to question any acts or failures to act of the fiduciary of any other trust or estate, and will not be liable for any prior fiduciary's acts or failures to act. The Trustee can require a beneficiary who requests an examination of another fiduciary's actions or omissions to advance all costs and fees incurred in the examination, and if the beneficiary does not, the Trustee may elect not to proceed or may proceed and offset those costs and fees directly against any payment that would otherwise be made to that beneficiary.

5.7 Court Supervision. The Settlor waives compliance by the Trustee with any law requiring bond, registration, qualification, or accounting to any court.

5.8 Compensation. Each Trustee is entitled to be paid reasonable compensation for services rendered in the administration of the Trust. Reasonable compensation for a Corporate Trustee will be its published fee schedule in effect when its services are rendered unless otherwise agreed in writing, and except as follows. Any fees paid to a Corporate Trustee for making principal distributions, for termination of the trust, and upon termination of its services must be based solely on the value of its services rendered, not on the value of the trust principal. During the Settlor's lifetime the Trustee's fees are to be charged wholly against income (to the extent sufficient), unless directed otherwise by the Settlor in writing.

5.9 Indemnity. Any Trustee who ceases to serve for any reason will be entitled to receive (and the continuing Trustee shall make suitable arrangements to provide) reasonable indemnification and security to protect and hold that Trustee harmless from any damage or liability of any nature that may be imposed upon it because of its actions or omissions while serving as Trustee. This protection, however, does not extend to a Trustee's negligent actions or omissions that clearly and demonstrably result in damage or liability. A prior Trustee may enforce these provisions against the current Trustee or against any assets held in the Trust, or if the prior Trustee is an individual, against any beneficiary to the extent of distributions received by that beneficiary. This indemnification right will extend to the estate, personal representatives, legal successors, and assigns of a Trustee.

5.10 Successor Trustee. In the event the initial Trustee, Gerald R. Lewin, resigns or ceases to serve as Trustee, then and in that event, I hereby appoint Larry V. Bishins to serve as Trustee.

ARTICLE 6
PROTECTION OF INTERESTS

The interest of any beneficiary under this Trust Agreement, in either income or principal, may not be anticipated, alienated, or in any other manner assigned by the beneficiary, whether voluntarily or involuntarily, and will not be subject to any legal process, bankruptcy proceedings, or the interference or control of the beneficiary's creditors or others.

ARTICLE 7
FIDUCIARY POWERS

The Settlor grants to the Trustee full power to deal freely with any property in the Trust. The Trustee may exercise these powers independently and without the approval of any court. No person dealing with the Trustee need inquire into the propriety of any of its actions or into the application of any funds or assets. The Trustee shall, however, exercise all powers in a fiduciary capacity for the best interest of the beneficiary of this Trust or any trust created under it. Without limiting the generality of the foregoing, the Trustee is given the following discretionary powers in addition to any other powers conferred by law:

7.1 Type of Assets. Except as otherwise provided to the contrary, to hold funds uninvested for such periods as the Trustee deems prudent, and to invest in any assets the Trustee deems advisable even though they are not technically recognized or specifically listed in so-called "legal lists," without responsibility for depreciation or loss on account of those investments, or because those investments are non-productive, as long as the Trustee acts in good faith.

7.2 Original Assets. Except as otherwise provided to the contrary, to retain the original assets it receives for as long as it deems best, and to dispose of those assets when it deems advisable, even though such assets, because of their character or lack of diversification, would otherwise be considered improper investments for the Trustee.

7.3 Tangible Personal Property. To receive and hold tangible personal property; to pay or refrain from paying storage and insurance charges for such property; and to permit any beneficiaries to use such property without either the Trustee or beneficiaries incurring any liability for wear, tear, and obsolescence of the property.

7.4 Specific Securities. To invest in assets, securities, or interests in securities of any nature, including (without limit) commodities, options, futures, precious metals, currencies, and in domestic and foreign markets and in mutual or investment funds, including funds for which the Trustee or any affiliate performs services for additional fees, whether as custodian, transfer agent, investment advisor or otherwise, or in securities distributed, underwritten, or issued by the Trustee or by syndicates of which it is a member; to trade on credit or margin accounts (whether secured or unsecured); and to pledge assets of the Trust Estate for that purpose.

7.5 Property Transactions. To buy, sell, pledge, exchange, or lease any real or personal property, publicly or privately, for cash or credit, without court approval and upon the terms and conditions that the Trustee deems advisable; to execute deeds, leases, contracts, bills of sale, notes, mortgages, security instruments, and other written instruments; to abandon or dispose of any real or personal property in the Trust which has little or no monetary or useful value; to improve, repair, insure, subdivide and vacate any property; to erect, alter or demolish buildings; to adjust boundaries; and to impose easements, restrictions, and covenants as the Trustee sees fit. A lease will be valid and binding for its full term even if it extends beyond the full duration of the Trust.

7.6 Borrow Money. To borrow money from any source (including the Trustee in its nonfiduciary capacity), to guarantee indebtedness, and to secure the loan or guaranty by mortgage or other security interest.

7.7 Maintain Assets. To expend whatever funds it deems proper for the preservation, maintenance, or improvement of assets. The Trustee in its discretion may elect any options or settlements or exercise any rights under all insurance policies that it holds. However, no fiduciary who is the insured of any insurance policy held in the Trust may exercise any rights or have any incidents of ownership with respect to the policy, including the power to change the beneficiary, to surrender or cancel the policy, to assign the policy, to revoke any assignment, to pledge the policy for a loan, or to obtain from the insurer a loan against the surrender value of the policy. All such power is to be exercised solely by the remaining Trustee, if any, or if none, by a special fiduciary appointed for that purpose by a court having jurisdiction.

7.8 Advisors. To employ and compensate attorneys, accountants, advisors, financial consultants, managers, agents, and assistants (including any individual or entity who provides investment advisory or management services, or who furnishes professional assistance in making investments for the Trust) without liability for any act of those persons, if they are selected and retained with reasonable care. Fees may be paid from the Trust Estate even if the services were rendered in connection with ancillary proceedings.

7.9 Indirect Distributions. To make distributions, whether of principal or income, to any person under age 21 or to any incapacitated person according to the terms

of this Trust Agreement by making distributions directly to that person whether or not that person has a guardian; to the parent, guardian, or spouse of that person; to a custodial account established by the Trustee or others for that person under an applicable Uniform Gift to Minors Act or Uniform Transfers to Minors Act; to any adult who resides in the same household with that person or who is otherwise responsible for the care and well-being of that person; or by applying any distribution for the benefit of that person in any manner the Trustee deems proper. The receipt of the person to whom payment is made will constitute full discharge of the Trustee with respect to that payment. No distributions may be made to the Settlor under this Section.

7.10 Non-Pro Rata Distribution. To make any division or distribution in money or in kind, or both, without allocating the same kind of property to all shares or distributees, and without regard to the income tax basis of the property. Any division will be binding and conclusive on all parties.

7.11 Nominee. Except as prohibited by law, to hold any assets in the name of a nominee without disclosing the fiduciary relationship; to hold the property unregistered, without affecting its liability; and to hold securities endorsed in blank, in street certificates, at a depository trust company, or in a book entry system.

7.12 Custodian. To employ a custodian or agent ("the Custodian") located anywhere within the United States, at the discretion of the Trustee but at the expense of the Trust, whether or not such Custodian is an affiliate of the Trustee or any person rendering services to the Trust; to register securities in the name of the Custodian or a nominee thereof without designation of fiduciary capacity; and to appoint the Custodian to perform such other ministerial functions as the Trustee may direct. While such securities are in the custody of the Custodian, the Trustee will be under no obligation to inspect or verify such securities nor will the Trustee be responsible for any loss by the Custodian.

7.13 Settle Claims. To contest, compromise, arbitrate, or otherwise adjust claims in favor of or against the Trust, to agree to any rescission or modification of any contract or agreement, and to refrain from instituting any suit or action unless indemnified for reasonable costs and expenses.

7.14 Corporate Rights. To vote and exercise any option, right, or privilege to purchase or to convert bonds, notes, stock (including shares or fractional shares of stock of any Corporate Trustee), securities, or other property; to borrow money for the purpose of exercising any such option, right, or privilege; to delegate those rights to an agent; to enter into voting trusts and other agreements or subscriptions; to participate in any type of liquidation or reorganization of any enterprise; and to write and sell covered call options, puts, calls, straddles, or other methods of buying or selling securities, as well as all related transactions.

7.15 Partnership Interests. To hold interests in sole proprietorships, general or limited partnerships, joint ventures, business trusts, land trusts, limited liability companies, and other domestic and foreign forms of organizations; and to exercise all rights in connection with such interests as the Trustee deems appropriate, including any powers applicable to a non-admitted transferee of any such interest.

7.16 Self-Dealing. To exercise all its powers even though it may also be acting individually or on behalf of any other person or entity interested in the same matters. The Trustee, however, shall exercise these powers at all times in a fiduciary capacity, primarily in the interest of the beneficiaries of the Trust. Despite any other provision of this Trust Agreement, no Trustee may participate in the decision to make a discretionary distribution that would discharge a legal support obligation of that Trustee. No Trustee who has made a disclaimer, either individually or as a Trustee, may exercise any discretion in determining the recipient of the disclaimed property. All power to make such distributions, or to determine recipients of disclaimed property, will be exercised solely by the remaining Trustees, if any, or if there are no other Trustees then serving, by the person or persons named to serve as the next successor Trustee, or if there are none, by a special Trustee appointed for that purpose by a court having jurisdiction.

7.17 Expenses. An Independent Trustee may determine how expenses of administration and receipts are to be apportioned between principal and income.

7.18 Terminate Small Trusts. To exercise its discretion to refrain from funding or to terminate any trust whenever the value of the principal of that trust would be or is too small to administer economically, and to distribute the remaining principal and all accumulated income of the trust as provided in Section 7.9 to the income beneficiary of that trust. The Trustee shall exercise this power to terminate in its discretion as it deems prudent for the best interest of the beneficiaries at that time. This power cannot be exercised by the Settlor or any beneficiary, either alone or in conjunction with any other Trustee, but must be exercised solely by the other Trustee, or if none, by a special Trustee appointed for that purpose by a court having jurisdiction.

7.19 Allocations to Income and Principal. To treat premiums and discounts on bonds and other obligations for the payment of money in accordance with either generally accepted accounting principles or tax accounting principles and, except as otherwise provided to the contrary, to hold nonproductive assets without allocating any principal to income, despite any laws or rules to the contrary. The Trustee in its discretion may exercise the power described in Section 738.104 of the Florida Statutes to adjust between principal and income, as appropriate, and, in addition, may convert any income interest into a unitrust interest, or a unitrust interest to an income interest, as it sees fit, all as provided in Section 738.1041 of the Florida Statutes, despite any provision of those sections to the contrary.

7.20 Use of Income. Except as otherwise provided in this Trust Agreement, and in addition to all other available sources, to exercise its discretion in the use of income from the assets of the Trust to satisfy the liabilities described in this Trust Agreement, without accountability to any beneficiary.

7.21 Valuations. In making distributions or allocations under the terms of this Trust Agreement to be valued as of a particular date, the Trustee may use asset valuations obtained for a date reasonably close to that particular date (such as a quarterly closing date before or after that date) if, in the Trustee's judgment, obtaining appraisals or other determinations of value on that date would result in unnecessary expense, and if in the Trustee's judgment, the fair market value as determined is substantially the same as on that actual date. This paragraph will not apply if valuation on a specific date is required to preserve a qualification for a tax benefit, including any deduction, credit, or most favorable allocation of an exemption.

7.22 Incorporation. To incorporate any business or venture, and to continue any unincorporated business that the Trustee determines to be not advisable to incorporate.

7.23 Delegation. To delegate periodically among themselves the authority to perform any act of administration of any trust.

7.24 Advances. To make cash advances or loans to beneficiaries, with or without security.

7.25 Investment Manager. To employ any investment management service, financial institution, or similar organization to advise the Trustee and to handle all investments of the Trust and to render all accountings of funds held on its behalf under custodial, agency, or other agreements. If the Trustee is an individual, these costs may be paid as an expense of administration in addition to fees and commissions.

7.26 Depreciation. To deduct from all receipts attributable to depreciable property a reasonable allowance for depreciation, computed in accordance with generally accepted accounting principles consistently applied.

7.27 Disclaim Assets or Powers. To disclaim any assets otherwise passing or any fiduciary powers pertaining to any trust created hereunder, by execution of an instrument of disclaimer meeting the requirements of applicable law generally imposed upon individuals executing disclaimers. No notice to or consent of any beneficiary, other interested person, or any court is required for any such disclaimer, and the Trustee is to be held harmless for any decision to make or not make such a disclaimer.

7.28 Transfer Situs. To transfer the situs of any trust or any trust property to any other jurisdiction as often as the Trustee deems advisable, and if necessary to appoint

a substitute or ancillary Trustee to act with respect to that property. The Trustee may delegate to the substitute Trustee any or all of the powers given to the Trustee; may elect to act as advisor to the substitute Trustee and receive reasonable compensation for that service; and may remove any acting or substitute Trustee and appoint another, or reappoint itself, at will.

7.29 Related Parties. To enter into any transaction on behalf of the Trust despite the fact that another party to that transaction may be: (i) a business or trust controlled by the Trustee, or of which the Trustee, or any director, officer, or employee of the Corporate Trustee, is also a director, officer, or employee; (ii) an affiliate or business associate of any beneficiary or the Trustee; or (iii) a beneficiary or Trustee under this Trust Agreement acting individually, or any relative of such a party.

7.30 Additional Powers for Income-Producing Real Estate. In addition to the other powers set forth above or otherwise conferred by law, the Trustee has the following powers with respect to any income-producing real property which is or may become a part of the Trust Estate:

- To retain and operate the property for as long as it deems advisable;
- To control, direct, and manage the property, determining the manner and extent of its active participation in these operations, and to delegate all or any part of its supervisory power to other persons that it selects;
- To hire and discharge employees, fix their compensation, and define their duties;
- To invest funds in other land holdings and to use those funds for all improvements, operations, or other similar purposes;
- Except as otherwise provided with respect to mandatory income distributions, to retain any amount of the net earnings for working capital and other purposes that it deems advisable in conformity with sound and efficient management; and
- To purchase and sell machinery, equipment, and supplies of all kinds as needed for the operation and maintenance of the land holdings.

ARTICLE 8
SUBCHAPTER S STOCK

Despite any other provisions of this Trust Agreement, if a trust created in this instrument is to become the owner of, or already owns, stock in a corporation that has an election in effect (or one that proposes to make an election) under Section 1362 of the Internal

Revenue Code (an "S Corporation"), and that trust would not otherwise be permitted to be an S Corporation shareholder, the following provisions will apply:

8.1 Electing Small Business Trust. The Trustee in its discretion may elect for the trust to become an Electing Small Business Trust ("ESBT") as defined in the Internal Revenue Code.

8.2 Qualified Subchapter S Trust. If the Trustee does not cause the trust to become an ESBT, the Trustee shall set aside the S Corporation stock in a separate trust for the current income beneficiary of such trust, so that a Qualified Subchapter S Trust ("QSST") election under Section 1361 of the Internal Revenue Code can be filed with respect to that trust. The Trustee shall hold each share as a separate QSST for the persons described above, and each such person will be the sole beneficiary of his or her QSST. To the greatest extent possible, the Trustee shall administer each QSST under the terms of the trust from which it was derived, but subject to the following overriding provisions:

(a) Consent. The Trustee shall notify the beneficiary of each separate trust promptly that a QSST election must be filed with the Internal Revenue Service. Thereafter, each beneficiary shall file a timely and proper QSST election with the Internal Revenue Service. If a beneficiary fails or refuses to make the QSST election, the Trustee shall make an ESBT election for that trust. If the beneficiary does make the QSST election, then his or her separate trust will be administered as set forth below.

(b) Income Payments. During the beneficiary's life, the Trustee shall pay all net income of the trust to the beneficiary (and only to that beneficiary) in quarterly or more frequent installments. The beneficiary's income interest in the trust will terminate on the earlier of his or her death or the termination of the trust under its terms.

(c) Principal Invasions. If the beneficiary is otherwise entitled to receive principal distributions, the Trustee may distribute principal from that separate trust during the beneficiary's life only to or for the benefit of that beneficiary (and no one else).

(d) Final Distribution. If the QSST is terminated during the beneficiary's life, the Trustee shall distribute all remaining assets of that separate trust to that beneficiary. If the beneficiary dies before that trust's termination, all remaining assets of the QSST are to be distributed as provided in the original trust, but subject to this article.

(e) Termination of QSST Status. If a separate trust would cease to qualify as an S Corporation shareholder, the Trustee in its discretion may: (i) make an ESBT election for that separate trust, or (ii) distribute all S Corporation stock to the

beneficiary. The Trustee in its discretion also may convert a QSST to an ESBT, whether or not the beneficiary has consented to QSST treatment and, if the beneficiary consents, may convert an ESBT into a QSST.

ARTICLE 9
PERPETUITIES PROVISION

Despite any contrary provisions of this Trust Agreement, from the creation of this Trust and for up to 21 years after the death of the last of the Settlor's grandparents' descendants who are living at the creation of this Trust, a trust beneficiary (which includes persons succeeding to the interest of a deceased beneficiary) will be entitled to terminating distributions only at the ages specified in this Trust Agreement. In all events, however, the share of each beneficiary will vest (in the beneficiary or his or her estate) immediately prior to the expiration of the 21 year period described above.

ARTICLE 10
ADMINISTRATION AND CONSTRUCTION

10.1 Rules for Distributions. In making distributions to beneficiaries under this Trust Agreement, the Trustee must use the following criteria.

(a) Other Resources. Whenever the Trustee has the authority to decide how much to distribute to or for the benefit of a beneficiary, the Trustee can make decisions without taking into account any information about the beneficiary's other available income and resources. The Trustee can make payments directly to a beneficiary or to other persons for the beneficiary's benefit, but it does not have to make payments to a court appointed guardian.

(b) Trustee's Decision. Absent clear and convincing evidence of bad faith, the Trustee's decisions as to amounts to be distributed will be final.

(c) Standard of Living. Distributions to a beneficiary for health, education, support, or maintenance are to be based on his or her standard of living, determined as of the date of the distribution.

10.2 Funding Gifts. The following rules will apply to funding gifts under this Trust Agreement.

(a) Pecuniary Gifts. All pecuniary gifts under this Trust Agreement that are paid by an in-kind distribution of assets must use values having an aggregate fair market value at the date or dates of distribution equal to the amount of this gift as finally determined for federal estate tax purposes.

(b) Adjustments. The Trustee shall select one or more dates of allocation or distribution for purposes of satisfying gifts and funding shares or trusts.

The Trustee may make allocations before the final determination of federal estate tax, with those allocations being based upon the information then available to the Trustee, and may thereafter adjust properties among the shares or trusts if it is determined that the allocation should have been made differently.

10.3 Accumulated Income. Any income not distributed to the beneficiaries pursuant to either a mandatory direction or a discretionary power is to be incorporated into principal, at such intervals as the Trustee deems convenient.

10.4 Estate Tax on Included Property. If assets of any trust created under this Trust Agreement are included in a beneficiary's estate for federal estate tax purposes, the following will apply.

(a) Appointed Assets. If the beneficiary exercises a power of appointment over those assets, the Trustee is authorized to withhold from those assets the amount of estate taxes apportioned to them by applicable law, if the beneficiary does not make provisions for the payment of those taxes from other sources.

(b) Other Assets. If the beneficiary does not have or does not exercise a power of appointment over those assets, the Trustee will pay the estate taxes attributable to those assets. The estate taxes attributable to those assets will be the amount that the beneficiary's estate taxes are increased over the amount those taxes would have been if those assets had not been included in the beneficiary's gross estate.

(c) Certification and Payment. The Trustee may rely upon a written certification by the beneficiary's personal representative of the amount of the estate taxes, and may pay those taxes directly or to the personal representative of the beneficiary's estate. The Trustee will not be held liable for making payments as directed by the beneficiary's personal representative.

10.5 Transactions With Other Entities. The Trustee may buy assets from other estates or trusts, or make loans to them, so that funds will be available to pay claims, taxes, and expenses. The Trustee can make those purchases or loans even if it serves as the fiduciary of that estate or trust, and on whatever terms and conditions the Trustee thinks are appropriate, except that the terms of any transaction must be commercially reasonable.

ARTICLE 11
MISCELLANEOUS PROVISIONS

11.1 Definitions. As used in this Trust Agreement, the following terms have the meanings set forth below:

(a) Trustees.

(1) **Independent Trustee** means a trustee of a particular trust, either individual or corporate, who is not the Settlor or a beneficiary, and who is not a Related Person as to the Settlor or a beneficiary (if the Settlor or the beneficiary, respectively, is living and participated in that person's appointment). For purposes of this definition a beneficiary is a person who is a permissible distributee of income or principal, or someone with an interest in the trust in excess of five percent (5%) of its value, assuming a maximum exercise of discretion in his or her favor. Whenever this Trust Agreement requires an action be taken by, or in the discretion of, an Independent Trustee but no such Trustee is then serving, a court may appoint an Independent Trustee to serve as an additional Trustee whose sole function and duty will be to exercise the specified power.

(2) **Corporate Trustee** means a trustee that is a bank, trust company, or other entity authorized to serve as a trustee under the laws of the United States or any state thereof that is not a Related Person to the Settlor. A bank or trust company that does not meet this requirement cannot serve as Trustee.

(b) Internal Revenue Code Terms.

(1) **Internal Revenue Code** means the federal Internal Revenue Code of 1986, as amended from time to time, or successor provisions of future federal internal revenue laws.

(2) The terms **health, education, support, and maintenance** are intended to set forth an "ascertainable standard," as described in the Internal Revenue Code and its associated Regulations. To the extent not inconsistent with the foregoing, "health" means a beneficiary's physical and mental health, including but not limited to payments for examinations, surgical, dental, or other treatment, medication, counseling, hospitalization, and health insurance premiums; "education" means elementary, secondary, post-secondary, graduate, or professional schooling in an accredited institution, public or private, or attendance at other formal programs in furtherance of the beneficiary's spiritual, athletic, or artistic education, including but not limited to payments for tuition, books,

fees, assessments, equipment, tutoring, transportation, and reasonable living expenses.

(3) **Related Person** as to a particular individual is someone who is deemed to be "related or subordinate" to that individual under Section 672(c) of the Internal Revenue Code (as though that individual was a grantor).

(c) Other Terms.

(1) Distributions that are to be made to a person's **descendants, per stirpes,** will be divided into equal shares, so that there will be one share for each living child (if any) of that person and one share for each deceased child who has then living descendants. The share of each deceased child will be further divided among his or her descendants on a per stirpes basis, by reapplying the preceding rule to that deceased child and his or her descendants as many times as necessary.

(2) **Disabled** or **under a disability** means (i) being under the legal age of majority, (ii) having been adjudicated to be incapacitated, or (iii) being unable to manage properly personal or financial affairs because of a mental or physical impairment (whether temporary or permanent in nature). A written certificate executed by an individual's attending physician confirming that person's impairment will be sufficient evidence of disability under item (iii) above, and all persons may rely conclusively on such a certificate.

(3) Removal of a Trustee **for cause** includes, without limitation, the following: the willful or negligent mismanagement of the trust assets by that individual Trustee; the abuse or abandonment of, or inattention to, the trust by that individual Trustee; a federal or state charge against that individual Trustee involving the commission of a felony or serious misdemeanor; an act of theft, dishonesty, fraud, embezzlement, or moral turpitude by that individual Trustee; or the use of narcotics or excessive use of alcohol by that individual Trustee.

(4) The words **will** and **shall** are used interchangeably in this Trust Agreement and mean, unless the context clearly indicates otherwise, that the Trustee must take the action

indicated; as used in this Trust Agreement, the word **may** means that the Trustee has the discretionary authority to take the action but is not automatically required to do so.

11.2 Powers of Appointment. The following provisions relate to all powers of appointment under this Trust Agreement.

(a) A **general power of appointment** granted to a person is one that can be exercised in favor of that person or his or her estate, his or her creditors, or the creditors of his or her estate.

(b) A **special power of appointment** is any power that is not a general power.

(c) A **testamentary power of appointment** (either general or special) is exercisable upon the powerholder's death by his or her Last Will or by a revocable trust agreement established by that person, but only by specific reference to the instrument creating the power. A "testamentary power of appointment" may not be exercised in favor of the person possessing the power.

(d) In determining whether a person has exercised a testamentary power of appointment, the Trustee may rely upon an instrument admitted to probate in any jurisdiction as that person's Last Will, or upon any trust agreement certified to be valid and authentic by sworn statement of the trustee who is serving under that trust agreement. If the Trustee has not received written notice of such an instrument within six months after the powerholder's death, the Trustee may presume that the powerholder failed to exercise that power and will not be liable for acting in accordance with that presumption.

11.3 Notices. Any person entitled or required to give notice under this Trust Agreement shall exercise that power by a written instrument clearly setting forth the effective date of the action for which notice is being given. The instrument may be executed in counterparts.

11.4 Certifications.

(a) Facts. A certificate signed and acknowledged by the Trustee stating any fact affecting the Trust Estate or the Trust Agreement will be conclusive evidence of such fact in favor of any transfer agent and any other person dealing in good faith with the Trustee. The Trustee may rely on a certificate signed and acknowledged by any beneficiary stating any fact concerning the Trust beneficiaries, including dates of

birth, relationships, or marital status, unless an individual serving as Trustee has actual knowledge that the stated fact is false.

(b) Copy. Any person may rely on a copy of this instrument (in whole or in part) certified to be a true copy by the Settlor; by any person specifically named as a Trustee (or successor Trustee); by any Corporate Trustee whether or not specifically named; or, if there are none of the above, by any then serving Trustee.

11.5 Applicable Law. All matters involving the validity and interpretation of this Trust Agreement are to be governed by Florida law. Subject to the provisions of this Trust Agreement, all matters involving the administration of a trust are to be governed by the laws of the jurisdiction in which the trust has its principal place of administration.

11.6 Gender and Number. Reference in this Trust Agreement to any gender includes either masculine or feminine, as appropriate, and reference to any number includes both singular and plural where the context permits or requires. Use of descriptive titles for articles and paragraphs is for the purpose of convenience only and is not intended to restrict the application of those provisions.

11.7 Further Instruments. The Settlor agrees to execute such further instruments as may be necessary to vest the Trustee with full legal title to the property transferred to this Trust.

11.8 Binding Effect. This Trust Agreement extends to and is binding upon the Settlor's Personal Representative, successors, and assigns, and upon the Trustee.

Schedule A
Initial Transfers to Trust

Transfer of 6 shares of LIC Holdings, Inc.

STANFORD TRUST COMPANY
445 North Blvd, Suite 820
Baton Rouge, LA 70802

Relationship Manager: Christopher Prindle
Phone #: (561) 544-8300

Administrator: Eliska M. Lynch
Phone #: (225) 381-0542

Cover Page

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Stanford Trust Company Successor
Trustee for The Carly Esther
Friedstein Irrevocable Trust
STBR10044

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Please visit our website @ www.stanfordtrustco.com

0025696 - 0000127

Simon Bernstein
950 Peninsula Corp. Circle, Ste 3010
Boca Raton, FL 33487-1387

STANFORD TRUST COMPANY
445 North Blvd, Suite 820
Baton Rouge, LA 70802

Account Summary

Statement of Value and Activity

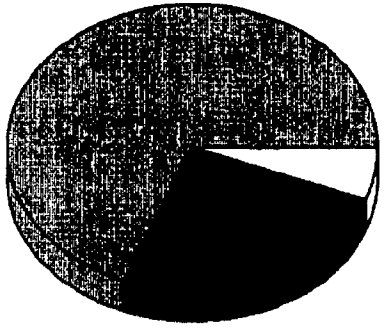
January 1, 2008 - March 31, 2008

Market Value Reconciliation

	This Period	1/1/08 to 3/31/08
Beginning Market Value	**$0.00**	**$0.00**
Additions	$120,000.00	$120,000.00
Distributions	$0.00	$0.00
Fees/Expenses/Taxes	-$6,726.58	-$6,726.58
Income	$491.85	$491.85
Capital Gain Distributions	$0.00	$0.00
Non Cash Asset Changes	$0.00	$0.00
Asset Transfers	$0.00	$0.00
Change in Market Value	$12,098.74	$12,098.74
Ending Market Value	**$125,864.01**	**$125,864.01**
Realized Gains/Losses (Included in Total Above)	-$52.67	-$52.67

Asset Allocation Summary

	Asset Class	Balance
69%	Equity	$90,739.37
25%	Fixed Income	$32,811.35
6%	Cash & Equivalents	$8,490.33
100%	**Total Assets Value**	**$132,041.05**
	Total Liabilities Value	**-$6,177.04**
	Total Portfolio Value	**$125,864.01**



Investment Objective: Growth - Seeks to provide long-term capital appreciation with current income as a secondary consideration

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Asset Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Powershares Dynamic Mid Cap Growth CUSIP: 73935X807	256.00	$20.49	$5,245.44	$5,581.06	-$335.62	$0.00
			$18,654.55	$19,442.41	-$787.86	$64.67
Equity International Developed						
ING Global Real Estate Fd-A CUSIP: 44980R326	344.75	$19.75	$6,808.73	$6,857.00	-$48.27	$374.05
Vanguard European ETF CUSIP: 922042874	140.00	$68.79	$9,630.60	$9,812.66	-$182.06	$329.84
			$16,439.33	$16,669.66	-$230.33	$703.89
Equity International Emerging						
Wisdomtree Emg Mtks H/Y Equity CUSIP: 97717W315	77.00	$52.09	$4,010.93	$4,206.65	-$195.72	$37.58
			$4,010.93	$4,206.65	-$195.72	$37.58
Equity International Diverse						
American Capital World G&I-F CUSIP: 140543406	161.88	$40.91	$6,622.31	$6,888.94	-$266.63	$160.42
iShares MSCI Brazil Index Fund CUSIP: 464286400	65.00	$77.03	$5,006.95	$5,620.07	-$613.12	$100.69
iShares MSCI Hong Kong CUSIP: 464286871	148.00	$17.95	$2,656.60	$2,809.04	-$152.44	$56.09
iShares MSCI Singapore CUSIP: 464286673	213.00	$12.77	$2,720.01	$2,728.34	-$8.33	$108.42
iShares MSCI United Kingdom CUSIP: 464286699	123.00	$21.56	$2,651.88	$2,810.32	-$158.44	$103.81

0025701 - 0000127

Asset Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Pioneer Global High Yield Fund CUSIP: 72369G108	612.94	$11.06	$6,779.07	$6,858.75	-$79.68	$619.68
Total Fixed Income			$32,811.35	$33,007.58	-$196.23	$2,297.09
Total All Assets			**$132,041.05**	**$130,786.46**	**-$4,922.45**	**$3,919.71**
Liabilities Income Cash			-$6,177.04			
Total Liabilities			-$6,177.04	$0.00	$0.00	$0.00
Total All Liabilities			**-$6,177.04**	**$0.00**	**$0.00**	**$0.00**
Portfolio Grand Total			**$125,864.01**	**$130,786.46**	**-$4,922.45**	**$3,919.71**

0025702 - 0800127

Transaction Detail

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Transaction Details By Category

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
1/1/08	**Beginning Balance**	**$0.00**	**$0.00**	
	Receipts			
	Dividend Income			
1/2/08	Cash Receipt of Dividend Earned on SEI Daily Income Prime Obl #34 Dividend from 12/1/07 to 12/31/07	$0.00	$13.61	$0.00
2/1/08	Cash Receipt of Dividend Earned on SEI Daily Income Prime Obl #34 Dividend from 1/1/08 to 1/31/08	$0.00	$64.52	$0.00
3/3/08	Cash Receipt of Dividend Earned on SEI Daily Income Prime Obl #34 Dividend from 2/1/08 to 2/29/08	$0.00	$211.92	$0.00
3/3/08	Cash Receipt of Dividend Earned on SEI Daily Income TR Treas #38 CL A Dividend from 2/1/08 to 2/29/08	$0.00	$77.28	$0.00
3/3/08	Cash Receipt of Dividend Earned on Oppenheimer Intl Bond Fd-A Dividend from 2/1/08 to 2/29/08	$0.00	$4.64	$0.00
3/3/08	Cash Receipt of Dividend Earned on Pioneer Global High Yield-A Dividend from 2/1/08 to 2/29/08	$0.00	$1.75	$0.00
3/24/08	Cash Receipt of Dividend Earned on American Capital World G&I-F $0.1983/Unit on 161.076 Units Due 3/24/08	$0.00	$31.94	$0.00
3/26/08	Cash Receipt of Dividend Earned on Loomis Sayles Bond Fund-Ret $0.0821/Unit on 1,049.826 Units Due 3/25/08	$0.00	$86.19	$0.00
		$0.00	$491.85	

0025703 - 0900127

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
	Taxes			
3/17/08	Cash Disbursement Paid to United States Treasury Federal Estimated Tax Payments Paid for Carly Friedstein IRREV Trust 1/15/08 Estimated Tax - 2007 Form 1041-Es	$0.00	-$6,250.00	$0.00
		$0.00	-$6,250.00	
Total Disbursements		**-$57.69**	**-$6,668.89**	
	Purchases			
	Purchases			
1/2/08	Purchased 13.61 Units of SEI Daily Income Prime Obl #34 Trade Date 12/31/07 Posted Thru Mfd Income Reinvestment of Income Received 12/31/07	-$13.61	$0.00	$0.00
2/1/08	Purchased 64.52 Units of SEI Daily Income Prime Obl #34 Trade Date 1/31/08 Reinvestment of Income Received 1/31/08	-$64.52	$0.00	$0.00
2/5/08	Purchased 120,000 Units of SEI Daily Income Prime Obl #34 Trade Date 2/5/08	-$120,000.00	$0.00	$0.00
2/20/08	Purchased 137,151.99 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/20/08	-$137,151.99	$0.00	$0.00
2/28/08	Purchased 514.018 Units of Allegiant Mid Cap Value I Trade Date 2/27/08 514.018 Units At $13.34	-$6,857.00	$0.00	$0.00

0025704 - 080017

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
2/28/08	Purchased 612.779 Units of Pioneer Global High Yield-A Trade Date 2/27/08 612.779 Units At $11.19	-$6,857.00	$0.00	$0.00
2/29/08	Purchased 148 Units of iShares MSCI Hong Kong Trade Date 2/26/08 148 Units At $18.98	-$2,809.04	$0.00	$0.00
2/29/08	Purchased 47 Units of Market Vectors Agribusiness Trade Date 2/26/08 47 Units At $59.30	-$2,787.10	$0.00	$0.00
2/29/08	Purchased 56 Units of iShares MSCI Switzerland Index Trade Date 2/26/08 56 Units At $25.476	-$1,426.66	$0.00	$0.00
2/29/08	Purchased 55 Units of Market Vectors Russia ETF Trade Date 2/26/08 55 Units At $50.9094	-$2,800.02	$0.00	$0.00
2/29/08	Purchased 54 Units of iShares S&P Gsti Semiconductor Index Trade Date 2/26/08 54 Units At $52.6899	-$2,845.25	$0.00	$0.00
2/29/08	Purchased 123 Units of iShares MSCI United Kingdom Trade Date 2/26/08 123 Units At $22.8481	-$2,810.32	$0.00	$0.00
2/29/08	Purchased 213 Units of iShares MSCI Singapore Trade Date 2/26/08 213 Units At $12.8091	-$2,728.34	$0.00	$0.00

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TS000626

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
3/19/08	Purchased 27 Units of Market Vectors Russia ETF Trade Date 3/14/08 Paid $1.08 Brokerage 27 Units At $48.779983	-$1,318.14	$0.00	$0.00
3/20/08	Purchased 1,373.99 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/20/08	-$1,373.99	$0.00	$0.00
3/24/08	Purchased 0.799 Units American Capital World G&I-F @ $39.96 through Reinvestment of Cash Dividend Due 3/24/08	-$31.94	$0.00	$0.00
3/26/08	Purchased 6.13 Units Loomis Sayles Bond Fund-Ret @ $14.06 through Reinvestment of Cash Dividend Due 3/25/08	-$86.19	$0.00	$0.00
Total Purchases		**-$388,793.14**	**$0.00**	
	Sales/Maturities			
	Sales/Maturities			
2/20/08	Sold 137,151.99 Units of SEI Daily Income Prime Obl #34 Trade Date 2/20/08	$137,151.99	$0.00	$0.00
2/28/08	Sold 85,030 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/28/08	$85,030.00	$0.00	$0.00
2/29/08	Sold 43,427.17 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/29/08	$43,427.17	$0.00	$0.00
3/14/08	Sold 361.2 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/14/08	$361.20	$0.00	$0.00

0225706 - 0600127

Pending Trades

Statement of Value and Activity

January 1, 2008 - March 31, 2008

No pending trades.

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
3/17/08	Sold 6,250 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/17/08	$6,250.00	$0.00	$0.00
3/19/08	Sold 1,318.14 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/19/08	$1,318.14	$0.00	$0.00
3/20/08	Sold 56 Units of iShares MSCI Switzerland Index Trade Date 3/17/08 Paid $2.24 Brokerage Paid $0.02 SEC Fee St Capital Loss of $52.67- on Federal Cost Federal Tax Cost $1,426.66 56 Units At $24.575952	$1,373.99	$0.00	-$52.67
3/25/08	Sold 115.38 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/25/08	$115.38	$0.00	$0.00
Total Sales/Maturities		**$275,027.87**	**$0.00**	
3/31/08	**Ending Balance**	**$6,177.04**	**-$6,177.04**	

0025706 - 0000127

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
2/29/08	Purchased 65 Units of iShares MSCI Brazil Index Fund Trade Date 2/26/08 65 Units At $86.4626	-$5,620.07	$0.00	$0.00
2/29/08	Purchased 256 Units of Powershares Dynamic Mid Cap Growth Trade Date 2/26/08 256 Units At $21.801	-$5,581.06	$0.00	$0.00
2/29/08	Purchased 140 Units of Vanguard European ETF Trade Date 2/26/08 140 Units At $70.0904	-$9,812.66	$0.00	$0.00
2/29/08	Purchased 77 Units of Wisdomtree Emg Mtks H/Y Equity Trade Date 2/26/08 77 Units At $54.6318	-$4,206.65	$0.00	$0.00
3/3/08	Purchased 77.28 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/29/08 Reinvestment of Income Received 2/29/08	-$77.28	$0.00	$0.00
3/3/08	Purchased 0.694 Units Oppenheimer Intl Bond Fd-A @ $6.69 through Reinvestment of Cash Dividend Due 3/3/08	-$4.64	$0.00	$0.00
3/3/08	Purchased 0.157 Units Pioneer Global High Yield-A @ $11.16 through Reinvestment of Cash Dividend Due 3/3/08	-$1.75	$0.00	$0.00
3/6/08	Purchased 211.92 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/6/08	-$211.92	$0.00	$0.00

0025705 - 0800127

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
2/28/08	Purchased 161.076 Units of American Capital World G&I-F Trade Date 2/27/08 161.076 Units At $42.57	-$6,857.00	$0.00	$0.00
2/28/08	Purchased 526.825 Units of Hussman Strategic Growth Fund Trade Date 2/27/08 526.825 Units At $15.62	-$8,229.00	$0.00	$0.00
2/28/08	Purchased 344.746 Units of ING Global Real Estate Fd-A Trade Date 2/27/08 344.746 Units At $19.89	-$6,857.00	$0.00	$0.00
2/28/08	Purchased 205.468 Units of Keeley Small Cap Val Fd-A Trade Date 2/27/08 205.468 Units At $26.70	-$5,486.00	$0.00	$0.00
2/28/08	Purchased 392.137 Units of Kinetics Paradigm Fund-No LD Trade Date 2/27/08 392.137 Units At $27.98	-$10,972.00	$0.00	$0.00
2/28/08	Purchased 367.667 Units of T Rowe Price New Asia Trade Date 2/27/08 367.667 Units At $18.65	-$6,857.00	$0.00	$0.00
2/28/08	Purchased 1,049.826 Units of Loomis Sayles Bond Fund-Ret Trade Date 2/27/08 1,049.826 Units At $14.37	-$15,086.00	$0.00	$0.00
2/28/08	Purchased 1,652.41 Units of Oppenheimer Intl Bond Fd-A Trade Date 2/27/08 1,652.41 Units At $6.64	-$10,972.00	$0.00	$0.00

0025204 - 060127

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
	Additions			
2/5/08	Cash Receipt Addition to Account Lic Holdings, Inc Check #1158 DTD 12/31/07	$120,000.00	$0.00	$0.00
		$120,000.00	$0.00	
Total Receipts		**$120,000.00**	**$491.85**	
	Disbursements			
	Fees			
3/25/08	Fee Collected Based on A Market Value of $124,782.31	-$57.69	$0.00	$0.00
3/25/08	Fee Collected Based on A Market Value of $124,782.31	$0.00	-$57.69	$0.00
		-$57.69	-$57.69	
	Expenses			
3/14/08	Cash Disbursement Paid to United States Treasury Other Fees and Expenses Paid for Carly Friedstein IRREV Trust Penalty and Interest - 1041 for Period 12/31/06	$0.00	-$361.20	$0.00
		$0.00	-$361.20	

0025703 - 060127

Transaction Summary

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Transaction Summary

Transaction Category	Principal Cash	Income Cash
Beginning Cash Balance on 1/1/08	**$0.00**	**$0.00**
Receipts		
Dividend Income	$0.00	$491.85
Other Income	$0.00	$0.00
Interest Income	$0.00	$0.00
Additions	$120,000.00	$0.00
Capital Gain Distributions	$0.00	$0.00
Tax Exempt Dividends & Interest	$0.00	$0.00
Total Receipts	**$120,000.00**	**$491.85**
Disbursements		
Distributions	$0.00	$0.00
Fees	-$57.69	-$57.69
Expenses	$0.00	-$361.20
Taxes	$0.00	-$6,250.00
Total Disbursements	**-$57.69**	**-$6,668.89**
Purchases	**-$388,793.14**	**$0.00**
Sales/Maturities	**$275,027.87**	**$0.00**
Asset Transfers		
Free Receipts	$0.00	$0.00
Free Deliveries	$0.00	$0.00
Total Asset Transfers	**$0.00**	**$0.00**
Other	**$0.00**	**$0.00**
Ending Cash Balance on 3/31/08	**$6,177.04**	**-$6,177.04**

0025202 - 0600127

Asset Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Kinetics Paradigm Fund-No LD CUSIP: 494613607	392.14	$25.94	$10,172.03	$10,972.00	-$799.97	$49.80
Market Vectors Russia ETF CUSIP: 57060U506	82.00	$46.53	$3,815.46	$4,118.16	-$302.70	$9.02
T Rowe Price New Asia CUSIP: 77956H500	367.67	$16.66	$6,125.33	$6,857.00	-$731.67	$69.86
			$39,770.57	$42,803.87	-$3,033.30	$658.11
Equity Mid Cap Value						
Allegiant Mid Cap Value I CUSIP: 01748E831	514.02	$12.56	$6,456.07	$6,857.00	-$400.93	$131.07
			$6,456.07	$6,857.00	-$400.93	$131.07
Total Equity			$90,739.37	$95,465.59	-$4,726.22	$1,595.32
Fixed Income						
Fixed Income Mutual Funds						
Oppenheimer International Bond Fund CUSIP: 68380T103	1,653.10	$6.76	$11,174.98	$10,976.64	$198.34	$732.33
Loomis Sayles Bond Fund CUSIP: 543495832	1,055.96	$14.07	$14,857.30	$15,172.19	-$314.89	$945.08

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STANFORD TRUST COMPANY
445 North Blvd, Suite 820
Baton Rouge, LA 70802

Relationship Manager: Christopher Prindle
Phone #: (561) 544-8300

Administrator: Eliska M. Lynch
Phone #: (225) 381-0542

Cover Page

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Stanford Trust Company Successor
Trustee for The Carly Esther
Friedstein Irrevocable Trust
STBR10044

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Please visit our website @ www.stanfordtrustco.com

Carly Friedstein
c/o Simon Bernstein
15807 Menton Bay Ct.
Delray Beach, FL 33446

STANFORD TRUST COMPANY
445 North Blvd, Suite 820
Baton Rouge, LA 70802

Account Summary

Statement of Value and Activity

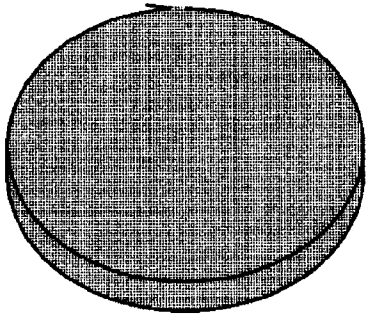
October 1, 2007 - December 31, 2007

Market Value Reconciliation

	This Period	*1/1/07 to 12/31/07*
Beginning Market Value	**$0.00**	**$0.00**
Additions	$17,073.86	$17,073.86
Distributions	$0.00	$0.00
Fees/Expenses/Taxes	$0.00	$0.00
Income	$0.00	$0.00
Capital Gain Distributions	$0.00	$0.00
Non Cash Asset Changes	$0.00	$0.00
Asset Transfers	$0.00	$0.00
Change in Market Value	$0.00	$0.00
Ending Market Value	**$17,073.86**	**$17,073.86**
Realized Gains/Losses (Included in Total Above)	$0.00	$0.00

Asset Allocation Summary

	Asset Class	*Balance*
100%	Cash & Equivalents	$17,073.86
100%	**Total Assets Value**	**$17,073.86**



Investment Objective: Growth - Seeks to provide long-term capital appreciation with current income as a secondary consideration

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Transaction Summary

Transaction Category	*Principal Cash*	*Income Cash*
Beginning Cash Balance on 10/1/07	**$0.00**	**$0.00**
Receipts		
Dividend Income	$0.00	$0.00
Other Income	$0.00	$0.00
Interest Income	$0.00	$0.00
Additions	$17,073.86	$0.00
Capital Gain Distributions	$0.00	$0.00
Tax Exempt Dividends & Interest	$0.00	$0.00
Total Receipts	**$17,073.86**	**$0.00**
Disbursements		
Distributions	$0.00	$0.00
Fees	$0.00	$0.00
Expenses	$0.00	$0.00
Taxes	$0.00	$0.00
Total Disbursements	**$0.00**	**$0.00**
Purchases	**-$17,073.86**	**$0.00**
Sales/Maturities	**$0.00**	**$0.00**
Asset Transfers		
Free Receipts	$0.00	$0.00
Free Deliveries	$0.00	$0.00
Total Asset Transfers	**$0.00**	**$0.00**
Other	**$0.00**	**$0.00**
Ending Cash Balance on 12/31/07	**$0.00**	**$0.00**

Pending Trades

Statement of Value and Activity

October 1, 2007 - December 31, 2007

No pending trades.

Transaction Detail

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Transaction Details By Category

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
10/1/07	**Beginning Balance**	**$0.00**	**$0.00**	
	Receipts			
	Additions			
12/26/07	Cash Receipt Deposits Arbitrage International Ck#2784 DTD 10/3/07	$17,073.86	$0.00	$0.00
Total Receipts		**$17,073.86**	**$0.00**	
	Purchases			
	Purchases			
12/26/07	Purchased 17,073.86 Units of SEI Daily Income Prime Obl #34 Trade Date 12/26/07	-$17,073.86	$0.00	$0.00
Total Purchases		**-$17,073.86**	**$0.00**	
12/31/07	**Ending Balance**	**$0.00**	**$0.00**	

Asset Detail

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Asset Detail

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Cash & Equivalents						
Money Market Funds						
SEI Daily Income Prime Obl #34 CUSIP: 783965403	17,073.86	$1.00	$17,073.86	$17,073.86	$0.00	$828.08
Total Cash & Equivalents			$17,073.86	$17,073.86	$0.00	$828.08
Total All Assets			**$17,073.86**	**$17,073.86**	**$0.00**	**$828.08**

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EXTENSION GRANTED TO 10/15/2007

Form **1041** Department of the Treasury - Internal Revenue Service

U.S. Income Tax Return for Estates and Trusts

2006

For calendar year 2006 or fiscal year beginning , 2006 and ending , OMB No. 1545-0092

A Type of entity:
- ☐ Decedent's estate
- ☐ Simple trust
- ☒ Complex trust
- ☐ Qualified disability trust
- ☒ ESBT (S portion only)
- ☐ Grantor type trust
- ☐ Bankruptcy estate-Ch. 7
- ☐ Bankruptcy estate-Ch. 11
- ☐ Pooled income fund

Name of estate or trust (If a grantor type trust, see page 12 of the instructions.)
CARLY FRIEDSTEIN IRREVOCABLE TRUST

Name and title of fiduciary
STANFORD TRUST COMPANY, TRUSTEE

Number, street, and room or suite no. (If a P.O. box, see page 12 of the instructions.)
445 NORTH BOULEVARD, 8TH FLOOR EAST

City or town, state, and ZIP code
BATON ROUGE, LA 70802

C Employer identification number: 20 7294216

D Date entity created: 09/01/2006

E Nonexempt charitable and split-interest trusts, check applicable boxes (see pg 13 of the instr.):
- ☐ Described in section 4947(a)(1)
- ☐ Not a private foundation
- ☐ Described in section 4947(a)(2)

B No. of Sch K-1 attached ▶ 0

F Check applicable boxes: ☒ Initial return ☐ Final return ☐ Amended return ☐ Change in trust's name ☐ Change in fiduciary ☐ Change in fiduciary's name ☐ Change in fiduciary's address

G Pooled mortgage account (see page 14 of the instructions): ☐ Bought ☐ Sold Date:

Income	1	Interest income	1	
	2a	Total ordinary dividends	2a	
	b	Qualified dividends allocable to: (1) Beneficiaries _____ (2) Estate or trust _____		
	3	Business income or (loss). Attach Schedule C or C-EZ (Form 1040)	3	
	4	Capital gain or (loss). Attach Schedule D (Form 1041)	4	
	5	Rents, royalties, partnerships, other estates and trusts, etc. Attach Schedule E (Form 1040)	5	
	6	Farm income or (loss). Attach Schedule F (Form 1040)	6	
	7	Ordinary gain or (loss). Attach Form 4797	7	
	8	Other income. List type and amount	8	
	9	**Total income.** Combine lines 1, 2a, and 3 through 8 ▶	9	
Deductions	10	Interest. Check if Form 4952 is attached ▶ ☐	10	
	11	Taxes	11	
	12	Fiduciary fees	12	
	13	Charitable deduction (from Schedule A, line 7)	13	
	14	Attorney, accountant, and return preparer fees	14	
	15a	Other deductions not subject to the 2% floor (attach schedule)	15a	
	b	Allowable miscellaneous itemized deductions subject to the 2% floor	15b	
	16	Add lines 10 through 15b ▶	16	
	17	Adjusted total income or (loss). Subtract line 16 from line 9 17		
	18	Income distribution deduction (from Schedule B, line 15). Attach Schedules K-1 (Form 1041)	18	
	19	Estate tax deduction including certain generation-skipping taxes (attach computation)	19	
	20	Exemption	20	100.
	21	Add lines 18 through 20 ▶	21	100.
Tax and Payments	22	Taxable income. Subtract line 21 from line 17. If a loss, see page 20 of the instructions	22	<100.>
	23	**Total tax** (from Schedule G, line 7)	23	6,244.
	24	**Payments:** a 2006 estimated tax payments and amount applied from 2005 return	24a	
	b	Estimated tax payments allocated to beneficiaries (from Form 1041-T)	24b	
	c	Subtract line 24b from line 24a	24c	
	d	Tax paid with Form 7004 (see page 20 of the instructions)	24d	
	e	Federal income tax withheld. If any is from Form(s) 1099, check ▶ ☐	24e	
	f	Credit for federal telephone excise tax paid. Attach Form 8913	24f	
		Other payments: g Form 2439 _____ ; h Form 4136 _____ ; Total ▶	24i	
	25	**Total payments.** Add lines 24c through 24f, and 24i ▶	25	
	26	Estimated tax penalty (see page 20 of the instructions)	26	
	27	**Tax due.** If line 25 is smaller than the total of lines 23 and 26, enter amount owed **	27	6,244.
	28	**Overpayment.** If line 25 is larger than the total of lines 23 and 26, enter amount overpaid	28	
	29	Amount of line 28 to be: a Credited to 2007 estimated tax ▶ ; b Refunded ▶	29	

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Signature of fiduciary or officer representing fiduciary | Date | EIN of fiduciary if a financial institution

May the IRS discuss this return with the preparer shown below (see instr.)? ☒ Yes ☐ No

Paid Preparer's Use Only

Preparer's signature: [signature] Date: 10/8/07 Check if self-employed ☐ Preparer's SSN or PTIN: P00127193

Firm's name (or yours if self-employed), address, and ZIP code: GOLDSTEIN LEWIN & CO.
1900 N.W. CORPORATE BLVD. STE E-300
BOCA RATON, FL 33431-8502

EIN 59 2147155

Phone no. (561)994-5050

JWA

Form **7004**
(Rev. December 2006)
Department of the Treasury
Internal Revenue Service

Application for Automatic 6-Month Extension of Time To File Certain Business Income Tax, Information, and Other Returns

OMB No. 1545-0233

▸ File a separate application for each return.

Type or Print	Name	Identifying number
File by the due date for the return for which an extension is requested. See instructions.	Carly Friedstein Irrevocable Trust	20-7294216
	Number, street, and room or suite no. (If P.O. box, see instructions.) c/o Goldstein Lewin & Co. 1900 NW Corp. Blvd. Suite 300E	
	City, town, state, and ZIP code (If a foreign address, enter city, province or state, and country (follow the country's practice for entering postal code)). Boca Raton, FL 33431	

Note. See instructions before completing this form.

1 Enter the form code for the return that this application is for (see below)..... 05

2 If the foreign corporation does not have an office or place of business in the United States, check here..... ▸ ☐

3 If the organization is a corporation or partnership that qualifies under Regulations section 1.6081-5, check here. ▸ ☐

4a The application is for calendar year 2006, or tax year beginning ___, 20___, and ending ___, 20___

b **Short tax year.** If this tax year is less than 12 months, check the reason:
☐ Initial return ☐ Final return ☐ Change in accounting period ☐ Consolidated return to be filed

5 If the organization is a corporation and is the common parent of a group that intends to file a consolidated return, check here..... ▸ ☐
If checked, attach a schedule, listing the name, address, and Employer Identification Number (EIN) for each member covered by this application.

6	Tentative total tax.....	6	0.00
7	Total payments and credits (see instructions).....	7	0.00
8	**Balance due.** Subtract line 7 from line 6. **Generally, you must deposit this amount using the Electronic Federal Tax Payment System (EFTPS), a Federal Tax Deposit (FTD) Coupon, or Electronic Funds Withdrawal (EFW)** (see instructions for exceptions).....	8	0.00

Application Is For:	Form Code	Application Is For:	Form Code
		Form 1120-H	17
Form 706-GS(T)	02		
		Form 1120-ND	19
Form 1041 (estate)	04		
		Form 1120-PC	21
Form 1041-N	06		
		Form 1120-REIT	23
Form 1042	08		
		Form 1120-S	25
Form 1065-B	10		
		Form 3520-A	27
Form 1120	12		
		Form 8613	29
Form 1120-A	14		
		Form 8804	31
Form 1120-F	15		
		Form 8876	33

For Paperwork Reduction Act Notice, see instructions. Form **7004** (Rev. 12-2006)

ISA
STF XDXP1000

Schedule A Charitable Deduction. Do not complete for a simple trust or a pooled income fund.

1	Amounts paid or permanently set aside for charitable purposes from gross income (see page 21 of the instructions)	1	
2	Tax-exempt income allocable to charitable contributions (see page 21 of the instructions)	2	
3	Subtract line 2 from line 1	3	
4	Capital gains for the tax year allocated to corpus and paid or permanently set aside for charitable purposes	4	
5	Add lines 3 and 4	5	
6	Section 1202 exclusion allocable to capital gains paid or permanently set aside for charitable purposes (see instructions)	6	
7	Charitable deduction. Subtract line 6 from 5. Enter here and on page 1, line 13	7	

Schedule B Income Distribution Deduction

1	Adjusted total income (see page 22 of the instructions)			1	
2	Adjusted tax-exempt interest			2	
3	Total net gain from Schedule D (Form 1041), line 15, column (1) (see page 22 of the instructions)			3	
4	Enter amount from Schedule A, line 4 (minus any allocable section 1202 exclusion)			4	
5	Capital gains for the tax year included on Schedule A, line 1 (see page 22 of the instructions)			5	
6	Enter any gain from page 1, line 4, as a negative number. If page 1, line 4, is a loss, enter the loss as a positive number			6	
7	**Distributable net income (DNI).** Combine lines 1 through 6. If zero or less, enter -0-			7	
8	If a complex trust, enter accounting income for the tax year as determined under the governing instrument and applicable local law	8	0.		
9	Income required to be distributed currently			9	
10	Other amounts paid, credited, or otherwise required to be distributed			10	
11	Total distributions. Add lines 9 and 10. If greater than line 8, see page 22 of the instructions			11	
12	Enter the amount of tax-exempt income included on line 11			12	
13	Tentative income distribution deduction. Subtract line 12 from line 11			13	
14	Tentative income distribution deduction. Subtract line 2 from line 7. If zero or less, enter -0-			14	
15	**Income distribution deduction.** Enter the smaller of line 13 or line 14 here and on page 1, line 18			15	

Schedule G Tax Computation (see page 23 of the instructions)

1	Tax: a Tax on taxable income (see page 23 of the instructions)	1a	0.		
	b Tax on lump-sum distributions. Attach Form 4972	1b			
	c Alternative minimum tax (from Schedule I, line 56)	1c			
	d **Total.** Add lines 1a through 1c ▶			1d	0.
2a	Foreign tax credit. Attach Form 1116	2a			
b	Other nonbusiness credits (attach schedule)	2b			
c	General business credit. Enter here and check which forms are attached: ☐ Form 3800 ☐ Forms (specify) ▶	2c			
d	Credit for prior year minimum tax. Attach Form 8801	2d			
3	**Total credits.** Add lines 2a through 2d ▶			3	
4	Subtract line 3 from line 1d. If zero or less, enter -0-			4	0.
5	Recapture taxes. Check if from: ☐ Form 4255 ☐ Form 8611			5	
6	Household employment taxes. Attach Schedule H (Form 1040)			6	
7	**Total tax.** Add lines 4 through 6. Enter here and on page 1, line 23 ▶			7	6,244.

Other Information SEC. 641(C): 6,244.

		Yes	No
1	Did the estate or trust receive tax-exempt income? If "Yes," attach a computation of the allocation of expenses. Enter the amount of tax-exempt interest income and exempt-interest dividends ▶ $		X
2	Did the estate or trust receive all or any part of the earnings (salary, wages, and other compensation) of any individual by reason of a contract assignment or similar arrangement?		X
3	At any time during calendar year 2006, did the estate or trust have an interest in or a signature or other authority over a bank, securities, or other financial account in a foreign country? See page 25 of the instructions for exceptions and filing requirements for Form TD F 90-22.1. If "Yes," enter the name of the foreign country ▶		X
4	During the tax year, did the estate or trust receive a distribution from, or was it the grantor of, or transferor to, a foreign trust? If "Yes," the estate or trust may have to file Form 3520. See page 25 of the instructions		X
5	Did the estate or trust receive, or pay, any qualified residence interest on seller-provided financing? If "Yes," see page 25 for required attachment		X
6	If this is an estate or a complex trust making the section 663(b) election, check here (see page 25 of the instructions) ▶ ☐		
7	To make a section 643(e)(3) election, attach Schedule D (Form 1041), and check here (see page 25 of the instructions ▶ ☐		
8	If the decedent's estate has been open for more than 2 years, attach an explanation for the delay in closing the estate, and check here ▶ ☐		
9	Are any present or future trust beneficiaries skip persons? See page 25 of the instructions	X	

1041	Electing Small Business Trust Tax Calculation	2006

Name of Trust	Employer ID Number
CARLY FRIEDSTEIN IRREVOCABLE TRUST	20-7294216

Income

Interest	SEE STATEMENT 3	84.
Total Ordinary Dividends		
Less: Qualified Dividends		
Net Dividends		
Other Ordinary Income	SEE STATEMENT 4	17,757.
Net Short-Term Capital Gain		
Ordinary Gains		
Other Income		
Total Income		17,841.

Deductions

Interest	
Taxes	
Fiduciary Fees	
Charitable Deduction	
Attorney, Accountant, Return Preparation Fees	
Other Deductions - Not Subject to 2% Limit	
Other Deductions - Subject to 2% Limit	
Total Deductions	

Tax and Credits

Taxable Income	17,841.
Tax - 35%	6,244.
Net Long-Term Capital Gain and Qualified Dividends	
Tax	
Total Regular Tax	6,244.
Alternative Minimum Tax	
Total Tax	6,244.
Credits	
Recapture and Other Taxes	
Net Tax - to Form 1041, Schedule G, line 7	6,244.

Schedule I **Alternative Minimum Tax** (see pages 26 through 32 of the instructions)

Part I - Estate's or Trust's Share of Alternative Minimum Taxable Income

1	Adjusted total income or (loss) (from page 1, line 17)		1	17,841.
2	Interest		2	
3	Taxes		3	
4	Miscellaneous itemized deductions (from page 1, line 15b)		4	
5	Refund of taxes		5	( )
6	Depletion (difference between regular tax and AMT)		6	
7	Net operating loss deduction. Enter as a positive amount		7	
8	Interest from specified private activity bonds exempt from the regular tax		8	
9	Qualified small business stock (see page 27 of the instructions)		9	
10	Exercise of incentive stock options (excess of AMT income over regular tax income)		10	
11	Other estates and trusts (amount from Schedule K-1 (Form 1041), box 12, code A)		11	
12	Electing large partnerships (amount from Schedule K-1 (Form 1065-B), box 6)		12	
13	Disposition of property (difference between AMT and regular tax gain or loss)		13	
14	Depreciation on assets placed in service after 1986 (difference between regular tax and AMT)		14	
15	Passive activities (difference between AMT and regular tax income or loss) SEE STATEMENT 5		15	<13.>
16	Loss limitations (difference between AMT and regular tax income or loss)		16	
17	Circulation costs (difference between regular tax and AMT)		17	
18	Long-term contracts (difference between AMT and regular tax income)		18	
19	Mining costs (difference between regular tax and AMT)		19	
20	Research and experimental costs (difference between regular tax and AMT)		20	
21	Income from certain installment sales before January 1, 1987		21	( )
22	Intangible drilling costs preference		22	
23	Other adjustments, including income-based related adjustments		23	
24	Alternative tax net operating loss deduction (See the instructions for the limitation that applies)		24	( )
25	Adjusted alternative minimum taxable income. Combine lines 1 through 24		25	17,828.
	Note: Complete Part II below before going to line 26.			
26	Income distribution deduction from Part II, line 44	26 0.		
27	Estate tax deduction (from page 1, line 19)	27		
28	Add lines 26 and 27		28	
29	Estate's or trust's share of alternative minimum taxable income. Subtract line 28 from line 25.		29	17,828.

If line 29 is:

- $22,500 or less, stop here and enter -0- on Schedule G, line 1c. The estate or trust is not liable for the alternative minimum tax.
- Over $22,500, but less than $165,000, go to line 45.
- $165,000 or more, enter the amount from line 29 on line 51 and go to line 52.

Part II - Income Distribution on a Minimum Tax Basis

30	Adjusted alternative minimum taxable income (see page 30 of the instructions)	30	
31	Adjusted tax-exempt interest (other than amounts included on line 8)	31	
32	Total net gain from Schedule D (Form 1041), line 15, column (1). If a loss, enter -0-	32	
33	Capital gains for the tax year allocated to corpus and paid or permanently set aside for charitable purposes (from Schedule A, line 4)	33	
34	Capital gains paid or permanently set aside for charitable purposes from gross income (see page 30 of the instructions)	34	
35	Capital gains computed on a minimum tax basis included on line 25	35	( )
36	Capital losses computed on a minimum tax basis included on line 25. Enter as a positive amount	36	
37	Distributable net alternative minimum taxable income (DNAMTI). Combine lines 30 through 36. If zero or less, enter -0-	37	
38	Income required to be distributed currently (from Schedule B, line 9)	38	
39	Other amounts paid, credited, or otherwise required to be distributed (from Schedule B, line 10)	39	
40	Total distributions. Add lines 38 and 39	40	
41	Tax-exempt income included on line 40 (other than amounts included on line 8)	41	
42	Tentative income distribution deduction on a minimum tax basis. Subtract line 41 from line 40	42	
43	Tentative income distribution deduction on a minimum tax basis. Subtract line 31 from line 37. If zero or less, enter -0-	43	
44	**Income distribution deduction on a minimum tax basis.** Enter the smaller of line 42 or line 43. Enter here and on line 26	44	

S CORPORATION PORTION

Form 1041 (2006) CARLY FRIEDSTEIN IRREVOCABLE TRUST 20-7294216 Page 4

Part III - Alternative Minimum Tax

45	Exemption amount			45	$22,500
46	Enter the amount from line 29	46			
47	Phase-out of exemption amount	47	$75,000		
48	Subtract line 47 from line 46. If zero or less, enter -0-	48			
49	Multiply line 48 by 25% (.25)			49	
50	Subtract line 49 from line 45. If zero or less, enter -0-			50	
51	Subtract line 50 from line 46			51	17,828.
52	Go to Part IV of Schedule I to figure line 52 if the estate or trust has qualified dividends or has a gain on lines 14a and 15 of column (2) of Schedule D (Form 1041) (as refigured for the AMT, if necessary). Otherwise, if line 51 is - • $175,000 or less, multiply line 51 by 26% (.26). • Over $175,000, multiply line 51 by 28% (.28) and subtract $3,500 from the result			52	4,635.
53	Alternative minimum foreign tax credit (see page 31 of the instructions)			53	
54	Tentative minimum tax. Subtract line 53 from line 52			54	4,635.
55	Enter the tax from Schedule G, line 1a (minus any foreign tax credit from Schedule G, line 2a)			55	6,244.
56	Alternative minimum tax. Subtract line 55 from line 54. If zero or less, enter -0-. Enter here and on Schedule G, line 1c			56	0.

Part IV - Line 52 Computation Using Maximum Capital Gains Rates

Caution: If you did not complete Part V of Schedule D (Form 1041), the Schedule D Tax Worksheet, or the Qualified Dividends Tax Worksheet, see page 32 of the instructions before completing this part.

57	Enter the amount from line 51			57	
58	Enter the amount from Schedule D (Form 1041), line 22, or line 13 of the Schedule D Tax Worksheet, or line 4 of the Qualified Dividends Tax Worksheet, whichever applies (as refigured for the AMT, if necessary)	58			
59	Enter the amount from Schedule D (Form 1041), line 14b, column (2) (as refigured for the AMT, if necessary). If you did not complete Schedule D for the regular tax or the AMT, enter -0-	59			
60	If you did not complete a Schedule D Tax Worksheet for the regular tax or the AMT, enter the amount from line 58. Otherwise, add lines 58 and 59 and enter the **smaller** of that result or the amount from line 10 of the Schedule D Tax Worksheet (as refigured for the AMT, if necessary)	60			
61	Enter the **smaller** of line 57 or line 60			61	
62	Subtract line 61 from line 57			62	
63	If line 62 is $175,000 or less, multiply line 62 by 26% (.26). Otherwise, multiply line 62 by 28% (.28) and subtract $3,500 from the result ▶			63	
64	Maximum amount subject to the 5% rate	64	$2,050		
65	Enter the amount from line 23 of Schedule D (Form 1041), line 14 of the Schedule D Tax Worksheet, or line 5 of the Qualified Dividends Tax Worksheet, whichever applies (as figured for the regular tax). If you did not complete Schedule D or either worksheet for the regular tax, enter -0-	65			
66	Subtract line 65 from line 64. If zero or less, enter -0-	66			
67	Enter the **smaller** of line 57 or line 58	67			
68	Enter the **smaller** of line 66 or line 67	68			
69	Multiply line 68 by 5% (.05) ▶			69	
70	Subtract line 68 from line 67	70			
71	Multiply line 70 by 15% (.15) ▶			71	
	If line 59 is zero or blank, skip lines 72 and 73 and go to line 74. Otherwise, go to line 72.				
72	Subtract line 67 from line 61	72			
73	Multiply line 72 by 25% (.25) ▶			73	
74	Add lines 63, 69, 71, and 73			74	
75	If line 57 is $175,000 or less, multiply line 57 by 26% (.26). Otherwise, multiply line 57 by 28% (.28%) and subtract $3,500 from the result			75	
76	Enter the **smaller** of line 74 or line 75 here and on line 52			76	

JWA Form **1041** (2006)

619862
02-05-07

CARLY FRIEDSTEIN IRREVOCABLE TRUST 20-7294216

FORM 1041 LATE PAYMENT INTEREST STATEMENT 1

DESCRIPTION	DATE	AMOUNT	BALANCE	RATE	DAYS	INTEREST
TAX DUE	04/15/07	6,244.	6,244.	.0700	76	92.
INTEREST RATE CHANGE	06/30/07	0.	6,336.	.0800	107	150.
DATE FILED	10/15/07		6,486.			
TOTAL LATE PAYMENT INTEREST						242.

FORM 1041 LATE PAYMENT PENALTY STATEMENT 2

DESCRIPTION	DATE	AMOUNT	BALANCE	MONTHS	PENALTY
TAX DUE	04/15/07	6,244.	6,244.	6	187.
DATE FILED	10/15/07				
TOTAL LATE PAYMENT PENALTY					187.

CARLY FRIEDSTEIN IRREVOCABLE TRUST 20-7294216

ESBT INTEREST STATEMENT 3

DESCRIPTION	U.S. INTEREST	OTHER TAXABLE INTEREST
LIC HOLDINGS, INC. - REGULAR INTEREST	0.	84.
SUBTOTALS	0.	84.
TOTAL INTEREST		84.

ESBT OTHER ORDINARY INCOME STATEMENT 4

DESCRIPTION	AMOUNT
FROM - LIC HOLDINGS, INC.	17,757.
TOTAL TO ESBT WORKSHEET	17,757.

ESBT SCHEDULE I PASSIVE ACTIVITY LOSS STATEMENT 5

NAME OF ACTIVITY	FORM	NET INCOME (LOSS) AMT	NET INCOME (LOSS) REGULAR	ADJUSTMENT
LIC HOLDINGS, INC.	SCH E	17,744.	17,757.	<13.>
TOTAL TO SCHEDULE I, LINE 15				<13.>

ESBT FORM 8582 OTHER PASSIVE ACTIVITIES - WORKSHEET 3 STATEMENT 6

NAME OF ACTIVITY	CURRENT YEAR NET INCOME	CURRENT YEAR NET LOSS	PRIOR YEAR UNALLOWED LOSS	OVERALL GAIN OR LOSS GAIN	OVERALL GAIN OR LOSS LOSS
LIC HOLDINGS, INC.	17,757.	0.	0.	17,757.	0.
TOTALS	17,757.	0.	0.	17,757.	0.

CARLY FRIEDSTEIN IRREVOCABLE TRUST 20-7294216

ESBT FORM 8582 SUMMARY OF PASSIVE ACTIVITIES STATEMENT 7

R R E A - NAME	FORM OR SCHEDULE	GAIN/LOSS	PRIOR YEAR C/O	NET GAIN/LOSS	UNALLOWED LOSS	ALLOWED LOSS
LIC HOLDINGS, INC.	SCH E	17,757.	0.	17,757.	0.	0.
TOTALS		17,757.	0.	17,757.	0.	0.
PRIOR YEAR CARRYOVERS ALLOWED DUE TO CURRENT YEAR NET ACTIVITY INCOME						
TOTAL TO FORM 8582, LINE 11						0.

ESBT FORM 8582 ALTERNATIVE MINIMUM TAX STATEMENT 8
OTHER PASSIVE ACTIVITIES - WORKSHEET 3

NAME OF ACTIVITY	CURRENT YEAR NET INCOME	CURRENT YEAR NET LOSS	PRIOR YEAR UNALLOWED LOSS	OVERALL GAIN OR LOSS GAIN	OVERALL GAIN OR LOSS LOSS
LIC HOLDINGS, INC.	17,744.	0.	0.	17,744.	0.
TOTALS	17,744.	0.	0.	17,744.	0.

SECURITY WARNING: THE FACE OF THIS DOCUMENT FEATURES A COLORED BACKGROUND AND MICROPRINT BORDERS. THE REVERSE SIDE FEATURES ARTIFICIAL WATERMARKS

ARBITRAGE INTERNATIONAL MANAGEMENT LLC
950 PENINSULA CORPORATE CIRCLE
SUITE 3010
BOCA RATON, FL 33487

WACHOVIA BANK, N.A.
63-643/670

2784

10/3/07

PAY TO THE ORDER OF Carly Fruchstein Trust $ 17,073.86

SEVENTEEN THOUSAND, SEVENTY THREE AND 86/100 ——— DOLLARS

MEMO: DISTRIBUTION, LLC HOLDINGS

Jed Bernstein
AUTHORIZED SIGNATURE

⑈002784⑈ ⑆067006432⑆ 2000034069950⑈

TRUST AGREEMENT

FOR THE

MAX FRIEDSTEIN IRREVOCABLE TRUST

September 7, 2006

TRUST AGREEMENT

FOR THE

MAX FRIEDSTEIN IRREVOCABLE TRUST

SIMON BERNSTEIN, as Settlor, hereby creates the Max Friedstein Irrevocable Trust ("the Trust") on September 7, 2006. Gerald R. Lewin is the trustee of this Trust and, in that capacity, he and his successors are collectively referred to in this Trust Agreement as the "Trustee."

ARTICLE 1
BENEFICIARY

This Trust is for the benefit of the Settlor's Grandchild, MAX FRIED STEIN ("Beneficiary").

ARTICLE 2
TRANSFERS TO TRUST

The Settlor hereby conveys to the Trustee all his interest in the assets listed on Schedule A, which together with any assets later added to this Trust are referred to as the "Trust Estate." Any person may transfer assets to the Trust Estate, if the Trustee agrees to accept them. Assets do not have to be listed on Schedule A to be part of the Trust Estate. Unless otherwise specified in writing at the time of the transfer, those assets will be held as provided in this Trust Agreement. The Trustee acknowledges receipt of the current Trust assets and agrees to hold the Trust Estate as set forth in this Trust Agreement.

ARTICLE 3
IRREVOCABLE PROVISION

The Settlor declares that he has no right to alter, amend, modify, or revoke this Trust Agreement; to withdraw assets from the Trust; or to require changes in the investments of the Trust. No part of the Trust may ever revert to the Settlor, be used for his benefit, or be distributed in discharge of his legal obligations.

ARTICLE 4
ADMINISTRATION OF TRUST

The Trustee shall hold, administer, and distribute the Trust Estate in accordance with the powers granted under this Trust Agreement as follows:

4.1 Discretionary Distributions. The Trustee shall pay or apply such sums of principal from this Trust as in the Trustee's discretion are necessary or advisable for Beneficiary's health, education, support, and maintenance.

INITIALS _____
MAX FRIEDSTEIN IRREVOCABLE TRUST

4.2 Distribution of Principal. When Beneficiary has reached age 21, the trustee shall distribute one-half (½) of the corpus of trust to Beneficiary plus accrued income. When Beneficiary has reached age 25 the Trustee shall distribute the entire remaining principal balance of the corpus of the trust to Beneficiary plus accrued income.

4.3 Distribution Upon Death Before Age 25. Upon the death of Beneficiary prior to age 25, the Trustee shall distribute the remaining assets in the trust to the estate of Beneficiary.

ARTICLE 5
PROVISIONS GOVERNING TRUSTEES

The following provisions apply to all Trustees appointed under this Trust Agreement:

5.1 Incapacity of Trustee. If any Trustee becomes disabled, he or she will immediately cease to act as Trustee. If a Trustee who ceases to serve because of a disability, or who is suspended, thereafter recovers from that disability or consents to the release of relevant medical information, he or she may elect to become a Trustee again by giving written notice to the then serving Trustee, and the last Trustee who undertook to serve will then cease to be a Trustee until another successor Trustee is required.

5.2 Resignation. Any Trustee may resign by giving 30 days' written notice delivered personally or by mail to any then serving Co-Trustee and to the Settlor if he is then living and not disabled; otherwise to the next named successor Trustee, or if none, to the persons having power to appoint successor Trustees.

5.3 Power to Name Other Trustees. Whenever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee. The appointment will be by a written document (including a testamentary instrument) delivered to the appointed Trustee. In no event may the Settlor ever be appointed as the Trustee under this Trust Agreement nor shall a Successor trustee be appointed that will cause this trust to be a grantor trust.

5.4 Powers of Successor Trustees. Successor Trustees will have all powers granted to the original Trustee, except that only an Independent Trustee will succeed to the powers vested exclusively in the Independent Trustee.

5.5 Accountings. Accountings must be given to the beneficiary of each trust at least annually (quarterly if a Corporate Trustee is serving). The accountings must show the assets held in trust and all receipts and disbursements. A beneficiary's written approval of an accounting will be final and binding upon that beneficiary and all persons represented by him or her as to all matters disclosed in that accounting. In any event, if a beneficiary fails to object to

an accounting within six months of receiving it, his or her approval is conclusively presumed. A successor Trustee may require the prior Trustee to render a full and final accounting.

5.6 Acts by Other Fiduciaries. The Trustee is not required to question any acts or failures to act of the fiduciary of any other trust or estate, and will not be liable for any prior fiduciary's acts or failures to act. The Trustee can require a beneficiary who requests an examination of another fiduciary's actions or omissions to advance all costs and fees incurred in the examination, and if the beneficiary does not, the Trustee may elect not to proceed or may proceed and offset those costs and fees directly against any payment that would otherwise be made to that beneficiary.

5.7 Court Supervision. The Settlor waives compliance by the Trustee with any law requiring bond, registration, qualification, or accounting to any court.

5.8 Compensation. Each Trustee is entitled to be paid reasonable compensation for services rendered in the administration of the Trust. Reasonable compensation for a Corporate Trustee will be its published fee schedule in effect when its services are rendered unless otherwise agreed in writing, and except as follows. Any fees paid to a Corporate Trustee for making principal distributions, for termination of the trust, and upon termination of its services must be based solely on the value of its services rendered, not on the value of the trust principal. During the Settlor's lifetime the Trustee's fees are to be charged wholly against income (to the extent sufficient), unless directed otherwise by the Settlor in writing.

5.9 Indemnity. Any Trustee who ceases to serve for any reason will be entitled to receive (and the continuing Trustee shall make suitable arrangements to provide) reasonable indemnification and security to protect and hold that Trustee harmless from any damage or liability of any nature that may be imposed upon it because of its actions or omissions while serving as Trustee. This protection, however, does not extend to a Trustee's negligent actions or omissions that clearly and demonstrably result in damage or liability. A prior Trustee may enforce these provisions against the current Trustee or against any assets held in the Trust, or if the prior Trustee is an individual, against any beneficiary to the extent of distributions received by that beneficiary. This indemnification right will extend to the estate, personal representatives, legal successors, and assigns of a Trustee.

5.10 Successor Trustee. In the event the initial Trustee, Gerald R. Lewin, resigns or ceases to serve as Trustee, then and in that event, I hereby appoint Larry V. Bishins to serve as Trustee.

ARTICLE 6
PROTECTION OF INTERESTS

The interest of any beneficiary under this Trust Agreement, in either income or principal, may not be anticipated, alienated, or in any other manner assigned by the beneficiary, whether voluntarily or involuntarily, and will not be subject to any legal process, bankruptcy proceedings, or the interference or control of the beneficiary's creditors or others.

ARTICLE 7
FIDUCIARY POWERS

The Settlor grants to the Trustee full power to deal freely with any property in the Trust. The Trustee may exercise these powers independently and without the approval of any court. No person dealing with the Trustee need inquire into the propriety of any of its actions or into the application of any funds or assets. The Trustee shall, however, exercise all powers in a fiduciary capacity for the best interest of the beneficiary of this Trust or any trust created under it. Without limiting the generality of the foregoing, the Trustee is given the following discretionary powers in addition to any other powers conferred by law:

7.1 **Type of Assets**. Except as otherwise provided to the contrary, to hold funds uninvested for such periods as the Trustee deems prudent, and to invest in any assets the Trustee deems advisable even though they are not technically recognized or specifically listed in so-called "legal lists," without responsibility for depreciation or loss on account of those investments, or because those investments are non-productive, as long as the Trustee acts in good faith.

7.2 **Original Assets**. Except as otherwise provided to the contrary, to retain the original assets it receives for as long as it deems best, and to dispose of those assets when it deems advisable, even though such assets, because of their character or lack of diversification, would otherwise be considered improper investments for the Trustee.

7.3 **Tangible Personal Property**. To receive and hold tangible personal property; to pay or refrain from paying storage and insurance charges for such property; and to permit any beneficiaries to use such property without either the Trustee or beneficiaries incurring any liability for wear, tear, and obsolescence of the property.

7.4 **Specific Securities**. To invest in assets, securities, or interests in securities of any nature, including (without limit) commodities, options, futures, precious metals, currencies, and in domestic and foreign markets and in mutual or investment funds, including funds for which the Trustee or any affiliate performs services for additional fees, whether as custodian, transfer agent, investment advisor or otherwise, or in securities distributed, underwritten, or issued by the Trustee or by syndicates of which it is a member; to trade on credit or margin accounts (whether secured or unsecured); and to pledge assets of the Trust Estate for that purpose.

7.5 Property Transactions. To buy, sell, pledge, exchange, or lease any real or personal property, publicly or privately, for cash or credit, without court approval and upon the terms and conditions that the Trustee deems advisable; to execute deeds, leases, contracts, bills of sale, notes, mortgages, security instruments, and other written instruments; to abandon or dispose of any real or personal property in the Trust which has little or no monetary or useful value; to improve, repair, insure, subdivide and vacate any property; to erect, alter or demolish buildings; to adjust boundaries; and to impose easements, restrictions, and covenants as the Trustee sees fit. A lease will be valid and binding for its full term even if it extends beyond the full duration of the Trust.

7.6 Borrow Money. To borrow money from any source (including the Trustee in its nonfiduciary capacity), to guarantee indebtedness, and to secure the loan or guaranty by mortgage or other security interest.

7.7 Maintain Assets. To expend whatever funds it deems proper for the preservation, maintenance, or improvement of assets. The Trustee in its discretion may elect any options or settlements or exercise any rights under all insurance policies that it holds. However, no fiduciary who is the insured of any insurance policy held in the Trust may exercise any rights or have any incidents of ownership with respect to the policy, including the power to change the beneficiary, to surrender or cancel the policy, to assign the policy, to revoke any assignment, to pledge the policy for a loan, or to obtain from the insurer a loan against the surrender value of the policy. All such power is to be exercised solely by the remaining Trustee, if any, or if none, by a special fiduciary appointed for that purpose by a court having jurisdiction.

7.8 Advisors. To employ and compensate attorneys, accountants, advisors, financial consultants, managers, agents, and assistants (including any individual or entity who provides investment advisory or management services, or who furnishes professional assistance in making investments for the Trust) without liability for any act of those persons, if they are selected and retained with reasonable care. Fees may be paid from the Trust Estate even if the services were rendered in connection with ancillary proceedings.

7.9 Indirect Distributions. To make distributions, whether of principal or income, to any person under age 21 or to any incapacitated person according to the terms of this Trust Agreement by making distributions directly to that person whether or not that person has a guardian; to the parent, guardian, or spouse of that person; to a custodial account established by the Trustee or others for that person under an applicable Uniform Gift to Minors Act or Uniform Transfers to Minors Act; to any adult who resides in the same household with that person or who is otherwise responsible for the care and well-being of that person; or by applying any distribution for the benefit of that person in any manner the Trustee deems proper. The receipt of the person to whom payment is made will constitute full discharge of the Trustee with respect to that payment. No distributions may be made to the Settlor under this Section.

7.10 Non-Pro Rata Distribution. To make any division or distribution in money or in kind, or both, without allocating the same kind of property to all shares or distributees, and

without regard to the income tax basis of the property. Any division will be binding and conclusive on all parties.

7.11 Nominee. Except as prohibited by law, to hold any assets in the name of a nominee without disclosing the fiduciary relationship; to hold the property unregistered, without affecting its liability; and to hold securities endorsed in blank, in street certificates, at a depository trust company, or in a book entry system.

7.12 Custodian. To employ a custodian or agent ("the Custodian") located anywhere within the United States, at the discretion of the Trustee but at the expense of the Trust, whether or not such Custodian is an affiliate of the Trustee or any person rendering services to the Trust; to register securities in the name of the Custodian or a nominee thereof without designation of fiduciary capacity; and to appoint the Custodian to perform such other ministerial functions as the Trustee may direct. While such securities are in the custody of the Custodian, the Trustee will be under no obligation to inspect or verify such securities nor will the Trustee be responsible for any loss by the Custodian.

7.13 Settle Claims. To contest, compromise, arbitrate, or otherwise adjust claims in favor of or against the Trust, to agree to any rescission or modification of any contract or agreement, and to refrain from instituting any suit or action unless indemnified for reasonable costs and expenses.

7.14 Corporate Rights. To vote and exercise any option, right, or privilege to purchase or to convert bonds, notes, stock (including shares or fractional shares of stock of any Corporate Trustee), securities, or other property; to borrow money for the purpose of exercising any such option, right, or privilege; to delegate those rights to an agent; to enter into voting trusts and other agreements or subscriptions; to participate in any type of liquidation or reorganization of any enterprise; and to write and sell covered call options, puts, calls, straddles, or other methods of buying or selling securities, as well as all related transactions.

7.15 Partnership Interests. To hold interests in sole proprietorships, general or limited partnerships, joint ventures, business trusts, land trusts, limited liability companies, and other domestic and foreign forms of organizations; and to exercise all rights in connection with such interests as the Trustee deems appropriate, including any powers applicable to a non-admitted transferee of any such interest.

7.16 Self-Dealing. To exercise all its powers even though it may also be acting individually or on behalf of any other person or entity interested in the same matters. The Trustee, however, shall exercise these powers at all times in a fiduciary capacity, primarily in the interest of the beneficiaries of the Trust. Despite any other provision of this Trust Agreement, no Trustee may participate in the decision to make a discretionary distribution that would discharge a legal support obligation of that Trustee. No Trustee who has made a disclaimer, either individually or as a Trustee, may exercise any discretion in determining the recipient of the disclaimed property. All power to make such distributions, or to determine recipients of

disclaimed property, will be exercised solely by the remaining Trustees, if any, or if there are no other Trustees then serving, by the person or persons named to serve as the next successor Trustee, or if there are none, by a special Trustee appointed for that purpose by a court having jurisdiction.

7.17 Expenses. An Independent Trustee may determine how expenses of administration and receipts are to be apportioned between principal and income.

7.18 Terminate Small Trusts. To exercise its discretion to refrain from funding or to terminate any trust whenever the value of the principal of that trust would be or is too small to administer economically, and to distribute the remaining principal and all accumulated income of the trust as provided in Section 7.9 to the income beneficiary of that trust. The Trustee shall exercise this power to terminate in its discretion as it deems prudent for the best interest of the beneficiaries at that time. This power cannot be exercised by the Settlor or any beneficiary, either alone or in conjunction with any other Trustee, but must be exercised solely by the other Trustee, or if none, by a special Trustee appointed for that purpose by a court having jurisdiction.

7.19 Allocations to Income and Principal. To treat premiums and discounts on bonds and other obligations for the payment of money in accordance with either generally accepted accounting principles or tax accounting principles and, except as otherwise provided to the contrary, to hold nonproductive assets without allocating any principal to income, despite any laws or rules to the contrary. The Trustee in its discretion may exercise the power described in Section 738.104 of the Florida Statutes to adjust between principal and income, as appropriate, and, in addition, may convert any income interest into a unitrust interest, or a unitrust interest to an income interest, as it sees fit, all as provided in Section 738.1041 of the Florida Statutes, despite any provision of those sections to the contrary.

7.20 Use of Income. Except as otherwise provided in this Trust Agreement, and in addition to all other available sources, to exercise its discretion in the use of income from the assets of the Trust to satisfy the liabilities described in this Trust Agreement, without accountability to any beneficiary.

7.21 Valuations. In making distributions or allocations under the terms of this Trust Agreement to be valued as of a particular date, the Trustee may use asset valuations obtained for a date reasonably close to that particular date (such as a quarterly closing date before or after that date) if, in the Trustee's judgment, obtaining appraisals or other determinations of value on that date would result in unnecessary expense, and if in the Trustee's judgment, the fair market value as determined is substantially the same as on that actual date. This paragraph will not apply if valuation on a specific date is required to preserve a qualification for a tax benefit, including any deduction, credit, or most favorable allocation of an exemption.

7.22 Incorporation. To incorporate any business or venture, and to continue any unincorporated business that the Trustee determines to be not advisable to incorporate.

7.23 Delegation. To delegate periodically among themselves the authority to perform any act of administration of any trust.

7.24 Advances. To make cash advances or loans to beneficiaries, with or without security.

7.25 Investment Manager. To employ any investment management service, financial institution, or similar organization to advise the Trustee and to handle all investments of the Trust and to render all accountings of funds held on its behalf under custodial, agency, or other agreements. If the Trustee is an individual, these costs may be paid as an expense of administration in addition to fees and commissions.

7.26 Depreciation. To deduct from all receipts attributable to depreciable property a reasonable allowance for depreciation, computed in accordance with generally accepted accounting principles consistently applied.

7.27 Disclaim Assets or Powers. To disclaim any assets otherwise passing or any fiduciary powers pertaining to any trust created hereunder, by execution of an instrument of disclaimer meeting the requirements of applicable law generally imposed upon individuals executing disclaimers. No notice to or consent of any beneficiary, other interested person, or any court is required for any such disclaimer, and the Trustee is to be held harmless for any decision to make or not make such a disclaimer.

7.28 Transfer Situs. To transfer the situs of any trust or any trust property to any other jurisdiction as often as the Trustee deems advisable, and if necessary to appoint a substitute or ancillary Trustee to act with respect to that property. The Trustee may delegate to the substitute Trustee any or all of the powers given to the Trustee; may elect to act as advisor to the substitute Trustee and receive reasonable compensation for that service; and may remove any acting or substitute Trustee and appoint another, or reappoint itself, at will.

7.29 Related Parties. To enter into any transaction on behalf of the Trust despite the fact that another party to that transaction may be: (i) a business or trust controlled by the Trustee, or of which the Trustee, or any director, officer, or employee of the Corporate Trustee, is also a director, officer, or employee; (ii) an affiliate or business associate of any beneficiary or the Trustee; or (iii) a beneficiary or Trustee under this Trust Agreement acting individually, or any relative of such a party.

7.30 Additional Powers for Income-Producing Real Estate. In addition to the other powers set forth above or otherwise conferred by law, the Trustee has the following powers with respect to any income-producing real property which is or may become a part of the Trust Estate:

- To retain and operate the property for as long as it deems advisable;

- To control, direct, and manage the property, determining the manner and extent of its active participation in these operations, and to delegate all or any part of its supervisory power to other persons that it selects;
- To hire and discharge employees, fix their compensation, and define their duties;
- To invest funds in other land holdings and to use those funds for all improvements, operations, or other similar purposes;
- Except as otherwise provided with respect to mandatory income distributions, to retain any amount of the net earnings for working capital and other purposes that it deems advisable in conformity with sound and efficient management; and
- To purchase and sell machinery, equipment, and supplies of all kinds as needed for the operation and maintenance of the land holdings.

ARTICLE 8
SUBCHAPTER S STOCK

Despite any other provisions of this Trust Agreement, if a trust created in this instrument is to become the owner of, or already owns, stock in a corporation that has an election in effect (or one that proposes to make an election) under Section 1362 of the Internal Revenue Code (an "S Corporation"), and that trust would not otherwise be permitted to be an S Corporation shareholder, the following provisions will apply:

8.1 Electing Small Business Trust. The Trustee in its discretion may elect for the trust to become an Electing Small Business Trust ("ESBT") as defined in the Internal Revenue Code.

8.2 Qualified Subchapter S Trust. If the Trustee does not cause the trust to become an ESBT, the Trustee shall set aside the S Corporation stock in a separate trust for the current income beneficiary of such trust, so that a Qualified Subchapter S Trust ("QSST") election under Section 1361 of the Internal Revenue Code can be filed with respect to that trust. The Trustee shall hold each share as a separate QSST for the persons described above, and each such person will be the sole beneficiary of his or her QSST. To the greatest extent possible, the Trustee shall administer each QSST under the terms of the trust from which it was derived, but subject to the following overriding provisions:

(a) Consent. The Trustee shall notify the beneficiary of each separate trust promptly that a QSST election must be filed with the Internal Revenue Service. Thereafter, each beneficiary shall file a timely and proper QSST election with the Internal Revenue Service. If a beneficiary fails or refuses to make the QSST election, the Trustee shall make an ESBT election for that trust. If the beneficiary does make the QSST election, then his or her separate trust will be administered as set forth below.

(b) Income Payments. During the beneficiary's life, the Trustee shall pay all net income of the trust to the beneficiary (and only to that beneficiary) in quarterly or more frequent installments. The beneficiary's income interest in the trust will terminate on the earlier of his or her death or the termination of the trust under its terms.

(c) Principal Invasions. If the beneficiary is otherwise entitled to receive principal distributions, the Trustee may distribute principal from that separate trust during the beneficiary's life only to or for the benefit of that beneficiary (and no one else).

(d) Final Distribution. If the QSST is terminated during the beneficiary's life, the Trustee shall distribute all remaining assets of that separate trust to that beneficiary. If the beneficiary dies before that trust's termination, all remaining assets of the QSST are to be distributed as provided in the original trust, but subject to this article.

(e) Termination of QSST Status. If a separate trust would cease to qualify as an S Corporation shareholder, the Trustee in its discretion may: (i) make an ESBT election for that separate trust, or (ii) distribute all S Corporation stock to the beneficiary. The Trustee in its discretion also may convert a QSST to an ESBT, whether or not the beneficiary has consented to QSST treatment and, if the beneficiary consents, may convert an ESBT into a QSST.

ARTICLE 9
PERPETUITIES PROVISION

Despite any contrary provisions of this Trust Agreement, from the creation of this Trust and for up to 21 years after the death of the last of the Settlor's grandparents' descendants who are living at the creation of this Trust, a trust beneficiary (which includes persons succeeding to the interest of a deceased beneficiary) will be entitled to terminating distributions only at the ages specified in this Trust Agreement. In all events, however, the share of each beneficiary will vest (in the beneficiary or his or her estate) immediately prior to the expiration of the 21 year period described above.

ARTICLE 10
ADMINISTRATION AND CONSTRUCTION

10.1 Rules for Distributions. In making distributions to beneficiaries under this Trust Agreement, the Trustee must use the following criteria.

(a) Other Resources. Whenever the Trustee has the authority to decide how much to distribute to or for the benefit of a beneficiary, the Trustee can make decisions without taking into account any information about the beneficiary's other available income and resources. The Trustee can make payments directly to a beneficiary or to other persons for the beneficiary's benefit, but it does not have to make payments to a court appointed guardian.

(b) **Trustee's Decision**. Absent clear and convincing evidence of bad faith, the Trustee's decisions as to amounts to be distributed will be final.

(c) **Standard of Living**. Distributions to a beneficiary for health, education, support, or maintenance are to be based on his or her standard of living, determined as of the date of the distribution.

10.2 Funding Gifts. The following rules will apply to funding gifts under this Trust Agreement.

(a) **Pecuniary Gifts**. All pecuniary gifts under this Trust Agreement that are paid by an in-kind distribution of assets must use values having an aggregate fair market value at the date or dates of distribution equal to the amount of this gift as finally determined for federal estate tax purposes.

(b) **Adjustments**. The Trustee shall select one or more dates of allocation or distribution for purposes of satisfying gifts and funding shares or trusts. The Trustee may make allocations before the final determination of federal estate tax, with those allocations being based upon the information then available to the Trustee, and may thereafter adjust properties among the shares or trusts if it is determined that the allocation should have been made differently.

10.3 Accumulated Income. Any income not distributed to the beneficiaries pursuant to either a mandatory direction or a discretionary power is to be incorporated into principal, at such intervals as the Trustee deems convenient.

10.4 Estate Tax on Included Property. If assets of any trust created under this Trust Agreement are included in a beneficiary's estate for federal estate tax purposes, the following will apply.

(a) **Appointed Assets**. If the beneficiary exercises a power of appointment over those assets, the Trustee is authorized to withhold from those assets the amount of estate taxes apportioned to them by applicable law, if the beneficiary does not make provisions for the payment of those taxes from other sources.

(b) **Other Assets**. If the beneficiary does not have or does not exercise a power of appointment over those assets, the Trustee will pay the estate taxes attributable to those assets. The estate taxes attributable to those assets will be the amount that the beneficiary's estate taxes are increased over the amount those taxes would have been if those assets had not been included in the beneficiary's gross estate.

(c) **Certification and Payment**. The Trustee may rely upon a written certification by the beneficiary's personal representative of the amount of the estate taxes, and may pay those taxes directly or to the personal representative of the beneficiary's estate. The

Trustee will not be held liable for making payments as directed by the beneficiary's personal representative.

10.5 Transactions With Other Entities. The Trustee may buy assets from other estates or trusts, or make loans to them, so that funds will be available to pay claims, taxes, and expenses. The Trustee can make those purchases or loans even if it serves as the fiduciary of that estate or trust, and on whatever terms and conditions the Trustee thinks are appropriate, except that the terms of any transaction must be commercially reasonable.

ARTICLE 11
MISCELLANEOUS PROVISIONS

11.1 Definitions. As used in this Trust Agreement, the following terms have the meanings set forth below:

(a) Trustees.

(1) **Independent Trustee** means a trustee of a particular trust, either individual or corporate, who is not the Settlor or a beneficiary, and who is not a Related Person as to the Settlor or a beneficiary (if the Settlor or the beneficiary, respectively, is living and participated in that person's appointment). For purposes of this definition a beneficiary is a person who is a permissible distributee of income or principal, or someone with an interest in the trust in excess of five percent (5%) of its value, assuming a maximum exercise of discretion in his or her favor. Whenever this Trust Agreement requires an action be taken by, or in the discretion of, an Independent Trustee but no such Trustee is then serving, a court may appoint an Independent Trustee to serve as an additional Trustee whose sole function and duty will be to exercise the specified power.

(2) **Corporate Trustee** means a trustee that is a bank, trust company, or other entity authorized to serve as a trustee under the laws of the United States or any state thereof that is not a Related Person to the Settlor. A bank or trust company that does not meet this requirement cannot serve as Trustee.

(b) Internal Revenue Code Terms.

(1) **Internal Revenue Code** means the federal Internal Revenue Code of 1986, as amended from time to time, or successor provisions of future federal internal revenue laws.

(2) The terms **health, education, support, and maintenance** are intended to set forth an "ascertainable standard," as described in the Internal Revenue Code and its associated Regulations. To the extent not inconsistent with the foregoing, "health" means a beneficiary's physical and mental health, including but not limited to payments for examinations, surgical, dental, or other treatment, medication, counseling, hospitalization, and health insurance premiums; "education" means elementary, secondary, post-secondary, graduate, or professional schooling in an accredited institution, public or private, or attendance at other formal programs in furtherance of the beneficiary's spiritual, athletic, or artistic education, including but not limited to payments for tuition, books, fees, assessments, equipment, tutoring, transportation, and reasonable living expenses.

(3) **Related Person** as to a particular individual is someone who is deemed to be "related or subordinate" to that individual under Section 672(c) of the Internal Revenue Code (as though that individual was a grantor).

(c) Other Terms.

(1) Distributions that are to be made to a person's **descendants, per stirpes**, will be divided into equal shares, so that there will be one share for each living child (if any) of that person and one share for each deceased child who has then living descendants. The share of each deceased child will be further divided among his or her descendants on a per stirpes basis, by reapplying the preceding rule to that deceased child and his or her descendants as many times as necessary.

(2) **Disabled** or **under a disability** means (i) being under the legal age of majority, (ii) having been adjudicated to be incapacitated, or (iii) being unable to manage properly personal or financial affairs because of a mental or physical impairment (whether temporary or permanent in nature). A written certificate executed by an individual's attending physician confirming that person's impairment will be sufficient evidence of disability under item (iii) above, and all persons may rely conclusively on such a certificate.

(3) Removal of a Trustee **for cause** includes, without limitation, the following: the willful or negligent mismanagement of the trust assets by that individual Trustee; the abuse or abandonment of, or inattention to, the trust by that individual Trustee; a federal or state

charge against that individual Trustee involving the commission of a felony or serious misdemeanor; an act of theft, dishonesty, fraud, embezzlement, or moral turpitude by that individual Trustee; or the use of narcotics or excessive use of alcohol by that individual Trustee.

(4) The words **will** and **shall** are used interchangeably in this Trust Agreement and mean, unless the context clearly indicates otherwise, that the Trustee must take the action indicated; as used in this Trust Agreement, the word **may** means that the Trustee has the discretionary authority to take the action but is not automatically required to do so.

11.2 Powers of Appointment. The following provisions relate to all powers of appointment under this Trust Agreement.

(a) A **general power of appointment** granted to a person is one that can be exercised in favor of that person or his or her estate, his or her creditors, or the creditors of his or her estate.

(b) A **special power of appointment** is any power that is not a general power.

(c) A **testamentary power of appointment** (either general or special) is exercisable upon the powerholder's death by his or her Last Will or by a revocable trust agreement established by that person, but only by specific reference to the instrument creating the power. A "testamentary power of appointment" may not be exercised in favor of the person possessing the power.

(d) In determining whether a person has exercised a testamentary power of appointment, the Trustee may rely upon an instrument admitted to probate in any jurisdiction as that person's Last Will, or upon any trust agreement certified to be valid and authentic by sworn statement of the trustee who is serving under that trust agreement. If the Trustee has not received written notice of such an instrument within six months after the powerholder's death, the Trustee may presume that the powerholder failed to exercise that power and will not be liable for acting in accordance with that presumption.

11.3 Notices. Any person entitled or required to give notice under this Trust Agreement shall exercise that power by a written instrument clearly setting forth the effective date of the action for which notice is being given. The instrument may be executed in counterparts.

11.4 Certifications.

(a) Facts. A certificate signed and acknowledged by the Trustee stating any fact affecting the Trust Estate or the Trust Agreement will be conclusive evidence of such fact in favor of any transfer agent and any other person dealing in good faith with the Trustee. The Trustee may rely on a certificate signed and acknowledged by any beneficiary stating any fact concerning the Trust beneficiaries, including dates of birth, relationships, or marital status, unless an individual serving as Trustee has actual knowledge that the stated fact is false.

(b) Copy. Any person may rely on a copy of this instrument (in whole or in part) certified to be a true copy by the Settlor; by any person specifically named as a Trustee (or successor Trustee); by any Corporate Trustee whether or not specifically named; or, if there are none of the above, by any then serving Trustee.

11.5 Applicable Law. All matters involving the validity and interpretation of this Trust Agreement are to be governed by Florida law. Subject to the provisions of this Trust Agreement, all matters involving the administration of a trust are to be governed by the laws of the jurisdiction in which the trust has its principal place of administration.

11.6 Gender and Number. Reference in this Trust Agreement to any gender includes either masculine or feminine, as appropriate, and reference to any number includes both singular and plural where the context permits or requires. Use of descriptive titles for articles and paragraphs is for the purpose of convenience only and is not intended to restrict the application of those provisions.

11.7 Further Instruments. The Settlor agrees to execute such further instruments as may be necessary to vest the Trustee with full legal title to the property transferred to this Trust.

11.8 Binding Effect. This Trust Agreement extends to and is binding upon the Settlor's Personal Representative, successors, and assigns, and upon the Trustee.

Executed as of the date first written above.

Signed in the presence of:

SETTLOR

Simon Bernstein

Two witnesses as to Simon Bernstein

Signed in the presence of:

TRUSTEE

Gerald R. Lewin

Two witnesses as to Gerald R. Lewin

Schedule A
Initial Transfers to Trust

Transfer of 6 shares of LIC Holdings, Inc.

STANFORD TRUST COMPANY
445 North Blvd, Suite 820
Baton Rouge, LA 70802

Relationship Manager: Christopher Prindle
Phone #: (561) 544-8300

Administrator: Eliska M. Lynch
Phone #: (225) 381-0542

Cover Page

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Stanford Trust Company Successor
Trustee for The Max Friedstein
Irrevocable Trust
STBR10046

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Please visit our website @ www.stanfordtrustco.com

Simon Bernstein
950 Peninsula Corp. Circle, Ste 3010
Boca Raton, FL 33487-1387

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STANFORD TRUST COMPANY
445 North Blvd, Suite 820
Baton Rouge, LA 70802

Account Summary

Statement of Value and Activity

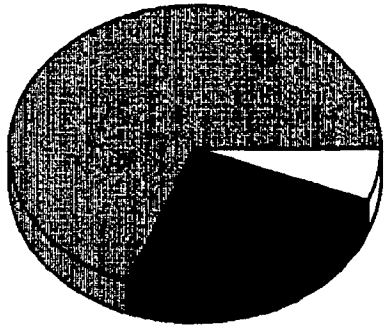
January 1, 2008 - March 31, 2008

Market Value Reconciliation

	This Period	1/1/08 to 3/31/08
Beginning Market Value	**$0.00**	**$0.00**
Additions	$120,000.00	$120,000.00
Distributions	$0.00	$0.00
Fees/Expenses/Taxes	-$6,726.58	-$6,726.58
Income	$491.85	$491.85
Capital Gain Distributions	$0.00	$0.00
Non Cash Asset Changes	$0.00	$0.00
Asset Transfers	$0.00	$0.00
Change in Market Value	$12,098.76	$12,098.76
Ending Market Value	**$125,864.03**	**$125,864.03**
Realized Gains/Losses (Included in Total Above)	-$52.67	-$52.67

Asset Allocation Summary

	Asset Class	Balance
69%	Equity	$90,739.39
25%	Fixed Income	$32,811.35
6%	Cash & Equivalents	$8,490.33
100%	**Total Assets Value**	**$132,041.07**
	Total Liabilities Value	**-$6,177.04**
	Total Portfolio Value	**$125,864.03**



Investment Objective: Balanced Growth - Seeks to provide current income with the opportunity for long-term growth of capital

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Asset Detail

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Asset Detail

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Cash & Equivalents						
Money Market Funds						
SEI Daily Income TR Treas #38 CL A CUSIP: 783965726	2,313.29	$1.00	$2,313.29	$2,313.29	$0.00	$27.30
			$2,313.29	$2,313.29	$0.00	$27.30
Cash						
Principal Cash			$6,177.04			
			$6,177.04	$0.00	$0.00	$0.00
Total Cash & Equivalents			$8,490.33	$2,313.29	$0.00	$27.30
Equity						
Equity Small Cap Value Mutual Funds						
Keeley Small Cap Val Fd-A CUSIP: 487300501	205.47	$26.32	$5,407.92	$5,486.00	-$78.08	$0.00
			$5,407.92	$5,486.00	-$78.08	$0.00
Other Domestic Equity						
Hussman Strategic Growth Fund CUSIP: 448108100	526.83	$15.59	$8,213.20	$8,229.00	-$15.80	$48.47
iShares S&P Gsti Semiconductor Index CUSIP: 464287523	54.00	$49.56	$2,676.24	$2,845.25	-$169.01	$16.20
Market Vectors Agribusiness CUSIP: 57060U605	47.00	$53.61	$2,519.67	$2,787.10	-$267.43	$0.00

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Asset Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Powershares Dynamic Mid Cap Growth CUSIP: 73935X807	256.00	$20.49	$5,245.44	$5,581.06	-$335.62	$0.00
			$18,654.55	$19,442.41	-$787.86	$64.67
Equity International Developed						
ING Global Real Estate Fd-A CUSIP: 44980R326	344.75	$19.75	$6,808.73	$6,857.00	-$48.27	$374.05
Vanguard European ETF CUSIP: 922042874	140.00	$68.79	$9,630.60	$9,812.66	-$182.06	$329.84
			$16,439.33	$16,669.66	-$230.33	$703.89
Equity International Emerging						
Wisdomtree Emg Mtks H/Y Equity CUSIP: 97717W315	77.00	$52.09	$4,010.93	$4,206.65	-$195.72	$37.58
			$4,010.93	$4,206.65	-$195.72	$37.58
Equity International Diverse						
American Capital World G&I-F CUSIP: 140543406	161.88	$40.91	$6,622.31	$6,888.94	-$266.63	$160.42
iShares MSCI Brazil Index Fund CUSIP: 464286400	65.00	$77.03	$5,006.95	$5,620.07	-$613.12	$100.69
iShares MSCI Hong Kong CUSIP: 464286871	148.00	$17.95	$2,656.60	$2,809.04	-$152.44	$56.09
iShares MSCI Singapore CUSIP: 464286673	213.00	$12.77	$2,720.01	$2,728.34	-$8.33	$108.42
iShares MSCI United Kingdom CUSIP: 464286699	123.00	$21.56	$2,651.88	$2,810.32	-$158.44	$103.81

0025749 - 0900127

Asset Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Kinetics Paradigm Fund-No LD CUSIP: 494613607	392.14	$25.94	$10,172.03	$10,972.00	-$799.97	$49.80
Market Vectors Russia ETF CUSIP: 57060U506	82.00	$46.53	$3,815.46	$4,118.16	-$302.70	$9.02
T Rowe Price New Asia CUSIP: 77956H500	367.67	$16.66	$6,125.35	$6,857.00	-$731.65	$89.86
			$39,770.59	$42,803.87	-$3,033.28	$658.11
Equity Mid Cap Value						
Allegiant Mid Cap Value I CUSIP: 01748E831	514.02	$12.56	$6,456.07	$6,857.00	-$400.93	$131.07
			$6,456.07	$6,857.00	-$400.93	$131.07
Total Equity			$90,739.35	$95,469.59	-$4,729.20	$1,595.32
Fixed Income						
Fixed Income Mutual Funds						
Oppenheimer International Bond Fund CUSIP: 68380T103	1,653.10	$6.76	$11,174.98	$10,976.64	$198.34	$732.33
Loomis Sayles Bond Fund CUSIP: 543495832	1,055.96	$14.07	$14,857.30	$15,172.19	-$314.89	$945.08

0025719 - 0000127

Asset Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Pioneer Global High Yield Fund CUSIP: 72369G108	812.94	$11.06	$6,779.07	$6,858.75	-$79.68	$619.68
Total Fixed Income			$32,811.35	$33,007.58	-$196.23	$2,297.06
Total All Assets			**$132,041.07**	**$130,786.46**	**-$4,922.43**	**$3,919.71**
Liabilities Income Cash			-$6,177.04			
Total Liabilities			-$6,177.04	$0.00	$0.00	$0.00
Total All Liabilities			**-$6,177.04**	**$0.00**	**$0.00**	**$0.00**
Portfolio Grand Total			**$125,864.03**	**$130,786.46**	**-$4,922.43**	**$3,919.71**

0225720 - 0000127

Transaction Summary

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Transaction Summary

Transaction Category	Principal Cash	Income Cash
Beginning Cash Balance on 1/1/08	**$0.00**	**$0.00**
Receipts		
Dividend Income	$0.00	$491.85
Other Income	$0.00	$0.00
Interest Income	$0.00	$0.00
Additions	$120,000.00	$0.00
Capital Gain Distributions	$0.00	$0.00
Tax Exempt Dividends & Interest	$0.00	$0.00
Total Receipts	**$120,000.00**	**$491.85**
Disbursements		
Distributions	$0.00	$0.00
Fees	-$57.69	-$57.69
Expenses	$0.00	-$361.20
Taxes	$0.00	-$6,250.00
Total Disbursements	**-$57.69**	**-$6,668.89**
Purchases	**-$388,793.14**	**$0.00**
Sales/Maturities	**$275,027.87**	**$0.00**
Asset Transfers		
Free Receipts	$0.00	$0.00
Free Deliveries	$0.00	$0.00
Total Asset Transfers	**$0.00**	**$0.00**
Other	**$0.00**	**$0.00**
Ending Cash Balance on 3/31/08	**$8,177.04**	**-$6,177.04**

0025720 - 0000127

Transaction Detail

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Transaction Details By Category

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
1/1/08	**Beginning Balance**	**$0.00**	**$0.00**	
	Receipts			
	Dividend Income			
1/2/08	Cash Receipt of Dividend Earned on SEI Daily Income Prime Obl #34 Dividend from 12/1/07 to 12/31/07	$0.00	$13.61	$0.00
2/1/08	Cash Receipt of Dividend Earned on SEI Daily Income Prime Obl #34 Dividend from 1/1/08 to 1/31/08	$0.00	$64.52	$0.00
3/3/08	Cash Receipt of Dividend Earned on SEI Daily Income Prime Obl #34 Dividend from 2/1/08 to 2/29/08	$0.00	$211.92	$0.00
3/3/08	Cash Receipt of Dividend Earned on SEI Daily Income TR Treas #38 CL A Dividend from 2/1/08 to 2/29/08	$0.00	$77.28	$0.00
3/3/08	Cash Receipt of Dividend Earned on Oppenheimer Intl Bond Fd-A Dividend from 2/1/08 to 2/29/08	$0.00	$4.64	$0.00
3/3/08	Cash Receipt of Dividend Earned on Pioneer Global High Yield-A Dividend from 2/1/08 to 2/29/08	$0.00	$1.75	$0.00
3/24/08	Cash Receipt of Dividend Earned on American Capital World G&I-F $0.1983/Unit on 161.076 Units Due 3/24/08	$0.00	$31.94	$0.00
3/26/08	Cash Receipt of Dividend Earned on Loomis Sayles Bond Fund-Ret $0.0821/Unit on 1,049.826 Units Due 3/25/08	$0.00	$86.19	$0.00
		$0.00	$491.85	

0025721 - 0000127

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
	Additions			
2/5/08	Cash Receipt Addition to Account Lic Holdings, Inc Check #1157 DTD 12/31/07	$120,000.00	$0.00	$0.00
		$120,000.00	$0.00	
Total Receipts		**$120,000.00**	**$491.85**	
	Disbursements			
	Fees			
3/25/08	Fee Collected Based on A Market Value of $124,782.32	-$57.69	$0.00	$0.00
3/25/08	Fee Collected Based on A Market Value of $124,782.32	$0.00	-$57.69	$0.00
		-$57.69	-$57.69	
	Expenses			
3/14/08	Cash Disbursement Paid to United States Treasury Other Fees and Expenses Paid for Max Bernstein IRREV Trust Penalty and Interest - 1041 for Period 12/31/06	$0.00	-$361.20	$0.00
		$0.00	-$361.20	

0025721 - 0900127

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
	Taxes			
3/17/08	Cash Disbursement Paid to United States Treasury Federal Estimated Tax Payments Paid for Max Bernstein IRREV Trust 1/15/08 Estimated Tax - 2007 Form 1041-Es	$0.00	-$6,250.00	$0.00
		$0.00	-$6,250.00	
Total Disbursements		**-$57.69**	**-$6,668.89**	
	Purchases			
	Purchases			
1/2/08	Purchased 13.61 Units of SEI Daily Income Prime Obl #34 Trade Date 12/31/07 Posted Thru Mfd Income Reinvestment of Income Received 12/31/07	-$13.61	$0.00	$0.00
2/1/08	Purchased 64.52 Units of SEI Daily Income Prime Obl #34 Trade Date 1/31/08 Reinvestment of Income Received 1/31/08	-$64.52	$0.00	$0.00
2/5/08	Purchased 120,000 Units of SEI Daily Income Prime Obl #34 Trade Date 2/5/08	-$120,000.00	$0.00	$0.00
2/20/08	Purchased 137,151.99 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/20/08	-$137,151.99	$0.00	$0.00
2/28/08	Purchased 514.018 Units of Allegiant Mid Cap Value I Trade Date 2/27/08 514.018 Units At $13.34	-$6,857.00	$0.00	$0.00

0025722 - 0600127

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
2/28/08	Purchased 161.076 Units of American Capital World G&I-F Trade Date 2/27/08 161.076 Units At $42.57	-$6,857.00	$0.00	$0.00
2/28/08	Purchased 526.825 Units of Hussman Strategic Growth Fund Trade Date 2/27/08 526.825 Units At $15.62	-$8,229.00	$0.00	$0.00
2/28/08	Purchased 344.746 Units of ING Global Real Estate Fd-A Trade Date 2/27/08 344.746 Units At $19.89	-$6,857.00	$0.00	$0.00
2/28/08	Purchased 205.468 Units of Keeley Small Cap Val Fd-A Trade Date 2/27/08 205.468 Units At $26.70	-$5,486.00	$0.00	$0.00
2/28/08	Purchased 392.137 Units of Kinetics Paradigm Fund-No LD Trade Date 2/27/08 392.137 Units At $27.98	-$10,972.00	$0.00	$0.00
2/28/08	Purchased 367.668 Units of T Rowe Price New Asia Trade Date 2/27/08 367.668 Units At $18.65	-$6,857.00	$0.00	$0.00
2/28/08	Purchased 1,049.826 Units of Loomis Sayles Bond Fund-Ret Trade Date 2/27/08 1,049.826 Units At $14.37	-$15,086.00	$0.00	$0.00
2/28/08	Purchased 1,652.41 Units of Oppenheimer Intl Bond Fd-A Trade Date 2/27/08 1,652.41 Units At $6.64	-$10,972.00	$0.00	$0.00

0025722 - 0000127

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
2/28/08	Purchased 612.779 Units of Pioneer Global High Yield-A Trade Date 2/27/08 612.779 Units At $11.19	-$6,857.00	$0.00	$0.00
2/29/08	Purchased 148 Units of iShares MSCI Hong Kong Trade Date 2/26/08 148 Units At $18.98	-$2,809.04	$0.00	$0.00
2/29/08	Purchased 47 Units of Market Vectors Agribusiness Trade Date 2/26/08 47 Units At $59.30	-$2,787.10	$0.00	$0.00
2/29/08	Purchased 56 Units of iShares MSCI Switzerland Index Trade Date 2/26/08 56 Units At $25.476	-$1,426.66	$0.00	$0.00
2/29/08	Purchased 55 Units of Market Vectors Russia ETF Trade Date 2/26/08 55 Units At $50.9094	-$2,800.02	$0.00	$0.00
2/29/08	Purchased 54 Units of iShares S&P Gsti Semiconductor Index Trade Date 2/26/08 54 Units At $52.6899	-$2,845.25	$0.00	$0.00
2/29/08	Purchased 123 Units of iShares MSCI United Kingdom Trade Date 2/26/08 123 Units At $22.8481	-$2,810.32	$0.00	$0.00
2/29/08	Purchased 213 Units of iShares MSCI Singapore Trade Date 2/26/08 213 Units At $12.8091	-$2,728.34	$0.00	$0.00

0025723 - 0000127

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
2/29/08	Purchased 65 Units of iShares MSCI Brazil Index Fund Trade Date 2/26/08 65 Units At $86.4626	-$5,620.07	$0.00	$0.00
2/29/08	Purchased 256 Units of Powershares Dynamic Mid Cap Growth Trade Date 2/26/08 256 Units At $21.801	-$5,581.06	$0.00	$0.00
2/29/08	Purchased 140 Units of Vanguard European ETF Trade Date 2/26/08 140 Units At $70.0904	-$9,812.66	$0.00	$0.00
2/29/08	Purchased 77 Units of Wisdomtree Emg Mtks H/Y Equity Trade Date 2/26/08 77 Units At $54.6318	-$4,206.65	$0.00	$0.00
3/3/08	Purchased 77.28 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/29/08 Reinvestment of Income Received 2/29/08	-$77.28	$0.00	$0.00
3/3/08	Purchased 0.694 Units Oppenheimer Intl Bond Fd-A @ $6.69 through Reinvestment of Cash Dividend Due 3/3/08	-$4.64	$0.00	$0.00
3/3/08	Purchased 0.157 Units Pioneer Global High Yield-A @ $11.16 through Reinvestment of Cash Dividend Due 3/3/08	-$1.75	$0.00	$0.00
3/6/08	Purchased 211.92 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/6/08	-$211.92	$0.00	$0.00

0025723 - 0800127

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
3/19/08	Purchased 27 Units of Market Vectors Russia ETF Trade Date 3/14/08 Paid $1.08 Brokerage 27 Units At $48.779983	-$1,318.14	$0.00	$0.00
3/20/08	Purchased 1,373.99 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/20/08	-$1,373.99	$0.00	$0.00
3/24/08	Purchased 0.799 Units American Capital World G&I-F @ $39.96 through Reinvestment of Cash Dividend Due 3/24/08	-$31.94	$0.00	$0.00
3/26/08	Purchased 6.13 Units Loomis Sayles Bond Fund-Ret @ $14.06 through Reinvestment of Cash Dividend Due 3/25/08	-$86.19	$0.00	$0.00
Total Purchases		**-$388,793.14**	**$0.00**	
	Sales/Maturities			
	Sales/Maturities			
2/20/08	Sold 137,151.99 Units of SEI Daily Income Prime Obl #34 Trade Date 2/20/08	$137,151.99	$0.00	$0.00
2/28/08	Sold 85,030 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/28/08	$85,030.00	$0.00	$0.00
2/29/08	Sold 43,427.17 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/29/08	$43,427.17	$0.00	$0.00
3/14/08	Sold 361.2 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/14/08	$361.20	$0.00	$0.00

0035724-0000127

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
3/17/08	Sold 6,250 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/17/08	$6,250.00	$0.00	$0.00
3/19/08	Sold 1,318.14 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/19/08	$1,318.14	$0.00	$0.00
3/20/08	Sold 56 Units of iShares MSCI Switzerland Index Trade Date 3/17/08 Paid $2.24 Brokerage Paid $0.02 SEC Fee St Capital Loss of $52.67- on Federal Cost Federal Tax Cost $1,426.66 56 Units At $24.575952	$1,373.99	$0.00	-$52.67
3/25/08	Sold 115.38 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/25/08	$115.38	$0.00	$0.00
Total Sales/Maturities		**$275,027.87**	**$0.00**	
3/31/08	**Ending Balance**	**$6,177.04**	**-$6,177.04**	

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TS000686

Pending Trades

Statement of Value and Activity

January 1, 2008 - March 31, 2008

No pending trades.

0025725 - 0000127

0225725 - 0600127

STANFORD TRUST COMPANY
445 North Blvd, Suite 820
Baton Rouge, LA 70802

Relationship Manager: Christopher Prindle
Phone #: (561) 544-8300

Administrator: Eliska M. Lynch
Phone #: (225) 381-0542

Cover Page

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Stanford Trust Company Successor
Trustee for The Max Friedstein
Irrevocable Trust
STBR10046

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Please visit our website @ www.stanfordtrustco.com

Max Friedstein
c/o Simon Bernstein
15807 Menton Bay Ct.
Delray Beach, FL 33446

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STANFORD TRUST COMPANY
445 North Blvd, Suite 820
Baton Rouge, LA 70802

Account Summary

Statement of Value and Activity

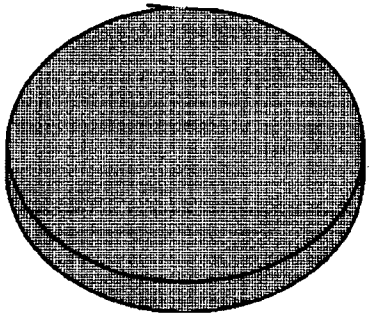
October 1, 2007 - December 31, 2007

Market Value Reconciliation

	This Period	*1/1/07 to 12/31/07*
Beginning Market Value	**$0.00**	**$0.00**
Additions	$17,073.86	$17,073.86
Distributions	$0.00	$0.00
Fees/Expenses/Taxes	$0.00	$0.00
Income	$0.00	$0.00
Capital Gain Distributions	$0.00	$0.00
Non Cash Asset Changes	$0.00	$0.00
Asset Transfers	$0.00	$0.00
Change in Market Value	$0.00	$0.00
Ending Market Value	**$17,073.86**	**$17,073.86**
Realized Gains/Losses (Included in Total Above)	$0.00	$0.00

Asset Allocation Summary

	Asset Class	*Balance*
100%	Cash & Equivalents	$17,073.86
100%	**Total Assets Value**	**$17,073.86**



Investment Objective: Balanced Growth - Seeks to provide current income with the opportunity for long-term growth of capital

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Asset Detail

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Cash & Equivalents						
Money Market Funds						
SEI Daily Income Prime Obl #34 CUSIP: 783965403	17,073.86	$1.00	$17,073.86	$17,073.86	$0.00	$828.08
Total Cash & Equivalents			$17,073.86	$17,073.86	$0.00	$828.08
Total All Assets			**$17,073.86**	**$17,073.86**	**$0.00**	**$828.08**

Transaction Summary

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Transaction Summary

Transaction Category	Principal Cash	Income Cash
Beginning Cash Balance on 10/1/07	**$0.00**	**$0.00**
Receipts		
Dividend Income	$0.00	$0.00
Other Income	$0.00	$0.00
Interest Income	$0.00	$0.00
Additions	$17,073.86	$0.00
Capital Gain Distributions	$0.00	$0.00
Tax Exempt Dividends & Interest	$0.00	$0.00
Total Receipts	**$17,073.86**	**$0.00**
Disbursements		
Distributions	$0.00	$0.00
Fees	$0.00	$0.00
Expenses	$0.00	$0.00
Taxes	$0.00	$0.00
Total Disbursements	**$0.00**	**$0.00**
Purchases	**-$17,073.86**	**$0.00**
Sales/Maturities	**$0.00**	**$0.00**
Asset Transfers		
Free Receipts	$0.00	$0.00
Free Deliveries	$0.00	$0.00
Total Asset Transfers	**$0.00**	**$0.00**
Other	**$0.00**	**$0.00**
Ending Cash Balance on 12/31/07	**$0.00**	**$0.00**

Transaction Detail

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Transaction Details By Category

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
10/1/07	**Beginning Balance**	**$0.00**	**$0.00**	
	Receipts			
	Additions			
12/26/07	Cash Receipt Deposits Arbitrage International Ck#2785 DTD 10/3/07	$17,073.86	$0.00	$0.00
Total Receipts		**$17,073.86**	**$0.00**	
	Purchases			
	Purchases			
12/26/07	Purchased 17,073.86 Units of SEI Daily Income Prime Obl #34 Trade Date 12/26/07	-$17,073.86	$0.00	$0.00
Total Purchases		**-$17,073.86**	**$0.00**	
12/31/07	**Ending Balance**	**$0.00**	**$0.00**	

Pending Trades

Statement of Value and Activity

October 1, 2007 - December 31, 2007

No pending trades.

EXTENSION GRANTED TO 10/15/2007

Form **1041** Department of the Treasury - Internal Revenue Service

U.S. Income Tax Return for Estates and Trusts

2006

OMB No. 1545-0092

For calendar year 2006 or fiscal year beginning , 2006 and ending

A Type of entity:
- [ ] Decedent's estate
- [ ] Simple trust
- [X] Complex trust
- [ ] Qualified disability trust
- [X] ESBT (S portion only)
- [ ] Grantor type trust
- [ ] Bankruptcy estate-Ch. 7
- [ ] Bankruptcy estate-Ch. 11
- [ ] Pooled income fund

Name of estate or trust (If a grantor type trust, see page 12 of the instructions.)
MAX FRIEDSTEIN IRREVOCABLE TRUST

Name and title of fiduciary
STANFORD TRUST COMPANY, TRUSTEE

Number, street, and room or suite no. (If a P.O. box, see page 12 of the instructions.)
445 NORTH BOULEVARD, 8TH FLOOR EAST

City or town, state, and ZIP code
BATON ROUGE , LA 70802

C Employer identification number: 20 7294226

D Date entity created: 09/01/2006

E Nonexempt charitable and split-interest trusts, check applicable boxes (see pg 13 of the instr.):
- [ ] Described in section 4947(a)(1)
- [ ] Not a private foundation
- [ ] Described in section 4947(a)(2)

B No. of Sch K-1 attached ▶ 0

F Check applicable boxes: [X] Initial return [ ] Final return [ ] Amended return [ ] Change in trust's name [ ] Change in fiduciary [ ] Change in fiduciary's name [ ] Change in fiduciary's address

G Pooled mortgage account (see page 14 of the instructions): [ ] Bought [ ] Sold Date:

Income	1	Interest income	1	
	2a	Total ordinary dividends	2a	
	b	Qualified dividends allocable to: (1) Beneficiaries _____ (2) Estate or trust _____		
	3	Business income or (loss). Attach Schedule C or C-EZ (Form 1040)	3	
	4	Capital gain or (loss). Attach Schedule D (Form 1041)	4	
	5	Rents, royalties, partnerships, other estates and trusts, etc. Attach Schedule E (Form 1040)	5	
	6	Farm income or (loss). Attach Schedule F (Form 1040)	6	
	7	Ordinary gain or (loss). Attach Form 4797	7	
	8	Other income. List type and amount	8	
	9	Total income. Combine lines 1, 2a, and 3 through 8 ▶	9	
Deductions	10	Interest. Check if Form 4952 is attached ▶ [ ]	10	
	11	Taxes	11	
	12	Fiduciary fees	12	
	13	Charitable deduction (from Schedule A, line 7)	13	
	14	Attorney, accountant, and return preparer fees	14	
	15a	Other deductions not subject to the 2% floor (attach schedule)	15a	
	b	Allowable miscellaneous itemized deductions subject to the 2% floor	15b	
	16	Add lines 10 through 15b ▶	16	
	17	Adjusted total income or (loss). Subtract line 16 from line 9 | 17 |		
	18	Income distribution deduction (from Schedule B, line 15). Attach Schedules K-1 (Form 1041)	18	
	19	Estate tax deduction including certain generation-skipping taxes (attach computation)	19	
	20	Exemption	20	100.
	21	Add lines 18 through 20 ▶	21	100.
Tax and Payments	22	Taxable income. Subtract line 21 from line 17. If a loss, see page 20 of the instructions	22	<100.>
	23	Total tax (from Schedule G, line 7)	23	6,244.
	24	Payments: a 2006 estimated tax payments and amount applied from 2005 return	24a	
	b	Estimated tax payments allocated to beneficiaries (from Form 1041-T)	24b	
	c	Subtract line 24b from line 24a	24c	
	d	Tax paid with Form 7004 (see page 20 of the instructions)	24d	
	e	Federal income tax withheld. If any is from Form(s) 1099, check ▶ [ ]	24e	
	f	Credit for federal telephone excise tax paid. Attach Form 8913	24f	
		Other payments: g Form 2439 _____ ; h Form 4136 _____ ; Total ▶	24i	
	25	Total payments. Add lines 24c through 24f, and 24i ▶	25	
	26	Estimated tax penalty (see page 20 of the instructions)	26	
	27	Tax due. If line 25 is smaller than the total of lines 23 and 26, enter amount owed **	27	6,244.
	28	Overpayment. If line 25 is larger than the total of lines 23 and 26, enter amount overpaid	28	
	29	Amount of line 28 to be: a Credited to 2007 estimated tax ▶ ; b Refunded ▶	29	

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Signature of fiduciary or officer representing fiduciary | Date | EIN of fiduciary if a financial institution

May the IRS discuss this return with the preparer shown below (see instr.)? [X] Yes [ ] No

Paid Preparer's Use Only

Preparer's signature: [signature] Date: 10/8/07 Check if self-employed [ ] Preparer's SSN or PTIN: P00127193

Firm's name (or yours if self-employed), address, and ZIP code: GOLDSTEIN LEWIN & CO.
1900 N.W. CORPORATE BLVD. STE E-300
BOCA RATON, FL 33431-8502

EIN 59 2147155

Phone no. (561)994-5050

JWA

610501 02-05-07 For Privacy Act and Paperwork Reduction Act Notice, see the separate instructions. ** STMT 1 STMT 2 Form **1041** (2006)

Form **7004**
(Rev. December 2006)
Department of the Treasury
Internal Revenue Service

Application for Automatic 6-Month Extension of Time To File Certain Business Income Tax, Information, and Other Returns

▶ File a separate application for each return.

OMB No. 1545-0233

Type or Print	Name	Identifying number
File by the due date for the return for which an extension is requested. See instructions.	Max Friedstein Irrevocable Trust	20-7294226
	Number, street, and room or suite no. (If P.O. box, see instructions.) c/o Goldstein Lewin & Co. 1900 NW Corp. Blvd. Suite 300E	
	City, town, state, and ZIP code (If a foreign address, enter city, province or state, and country (follow the country's practice for entering postal code)). Boca Raton, FL 33431	

Note. See instructions before completing this form.

1 Enter the form code for the return that this application is for (see below)..... 05

2 If the foreign corporation does not have an office or place of business in the United States, check here..... ▶ ☐

3 If the organization is a corporation or partnership that qualifies under Regulations section 1.6081-5, check here. ▶ ☐

4a The application is for calendar year 2006, or tax year beginning ___, 20__, and ending ___, 20__

b Short tax year. If this tax year is less than 12 months, check the reason:
☐ Initial return ☐ Final return ☐ Change in accounting period ☐ Consolidated return to be filed

5 If the organization is a corporation and is the common parent of a group that intends to file a consolidated return, check here..... ▶ ☐
If checked, attach a schedule, listing the name, address, and Employer Identification Number (EIN) for each member covered by this application.

6	Tentative total tax.....	6	0.00
7	Total payments and credits (see instructions).....	7	0.00
8	**Balance due.** Subtract line 7 from line 6. **Generally, you must deposit this amount using the Electronic Federal Tax Payment System (EFTPS), a Federal Tax Deposit (FTD) Coupon, or Electronic Funds Withdrawal (EFW) (see instructions for exceptions).**.....	8	0.00

Application Is For:	Form Code	Application Is For:	Form Code
[redacted]	[redacted]	Form 1120-H	17
Form 706-GS(T)	02	[redacted]	[redacted]
[redacted]	[redacted]	Form 1120-ND	19
Form 1041 (estate)	04	[redacted]	[redacted]
[redacted]	[redacted]	Form 1120-PC	21
Form 1041-N	06	[redacted]	[redacted]
[redacted]	[redacted]	Form 1120-REIT	23
Form 1042	08	[redacted]	[redacted]
[redacted]	[redacted]	Form 1120-S	25
Form 1065-B	10	[redacted]	[redacted]
[redacted]	[redacted]	Form 3520-A	27
Form 1120	12	[redacted]	[redacted]
[redacted]	[redacted]	Form 8613	29
Form 1120-A	14	[redacted]	[redacted]
[redacted]	[redacted]	Form 8804	31
Form 1120-F	15	[redacted]	[redacted]
[redacted]	[redacted]	Form 8876	33

For Paperwork Reduction Act Notice, see instructions. Form 7004 (Rev. 12-2006)

ISA
STF XDXP1000

Schedule A Charitable Deduction. Do not complete for a simple trust or a pooled income fund.

1	Amounts paid or permanently set aside for charitable purposes from gross income (see page 21 of the instructions)	1	
2	Tax-exempt income allocable to charitable contributions (see page 21 of the instructions)	2	
3	Subtract line 2 from line 1	3	
4	Capital gains for the tax year allocated to corpus and paid or permanently set aside for charitable purposes	4	
5	Add lines 3 and 4	5	
6	Section 1202 exclusion allocable to capital gains paid or permanently set aside for charitable purposes (see instructions)	6	
7	**Charitable deduction.** Subtract line 6 from 5. Enter here and on page 1, line 13	7	

Schedule B Income Distribution Deduction

1	Adjusted total income (see page 22 of the instructions)			1	
2	Adjusted tax-exempt interest			2	
3	Total net gain from Schedule D (Form 1041), line 15, column (1) (see page 22 of the instructions)			3	
4	Enter amount from Schedule A, line 4 (minus any allocable section 1202 exclusion)			4	
5	Capital gains for the tax year included on Schedule A, line 1 (see page 22 of the instructions)			5	
6	Enter any gain from page 1, line 4, as a negative number. If page 1, line 4, is a loss, enter the loss as a positive number			6	
7	**Distributable net income (DNI).** Combine lines 1 through 6. If zero or less, enter -0-			7	
8	If a complex trust, enter accounting income for the tax year as determined under the governing instrument and applicable local law	8	0.		
9	Income required to be distributed currently			9	
10	Other amounts paid, credited, or otherwise required to be distributed			10	
11	Total distributions. Add lines 9 and 10. If greater than line 8, see page 22 of the instructions			11	
12	Enter the amount of tax-exempt income included on line 11			12	
13	Tentative income distribution deduction. Subtract line 12 from line 11			13	
14	Tentative income distribution deduction. Subtract line 2 from line 7. If zero or less, enter -0-			14	
15	Income distribution deduction. Enter the smaller of line 13 or line 14 here and on page 1, line 18			15	

Schedule G Tax Computation (see page 23 of the instructions)

1	Tax: a Tax on taxable income (see page 23 of the instructions)	1a	0.		
	b Tax on lump-sum distributions. Attach Form 4972	1b			
	c Alternative minimum tax (from Schedule I, line 56)	1c			
	d **Total.** Add lines 1a through 1c ▶			1d	0.
2a	Foreign tax credit. Attach Form 1116	2a			
b	Other nonbusiness credits (attach schedule)	2b			
c	General business credit. Enter here and check which forms are attached: ☐ Form 3800 ☐ Forms (specify) ▶	2c			
d	Credit for prior year minimum tax. Attach Form 8801	2d			
3	**Total credits.** Add lines 2a through 2d ▶			3	
4	Subtract line 3 from line 1d. If zero or less, enter -0-			4	0.
5	Recapture taxes. Check if from: ☐ Form 4255 ☐ Form 8611			5	
6	Household employment taxes. Attach Schedule H (Form 1040)			6	
7	**Total tax.** Add lines 4 through 6. Enter here and on page 1, line 23 ▶			7	6,244.

Other Information SEC. 641(C): 6,244.

		Yes	No
1	Did the estate or trust receive tax-exempt income? If "Yes," attach a computation of the allocation of expenses. Enter the amount of tax-exempt interest income and exempt-interest dividends ▶ $		X
2	Did the estate or trust receive all or any part of the earnings (salary, wages, and other compensation) of any individual by reason of a contract assignment or similar arrangement?		X
3	At any time during calendar year 2006, did the estate or trust have an interest in or a signature or other authority over a bank, securities, or other financial account in a foreign country? See page 25 of the instructions for exceptions and filing requirements for Form TD F 90-22.1. If "Yes," enter the name of the foreign country ▶		X
4	During the tax year, did the estate or trust receive a distribution from, or was it the grantor of, or transferor to, a foreign trust? If "Yes," the estate or trust may have to file Form 3520. See page 25 of the instructions		X
5	Did the estate or trust receive, or pay, any qualified residence interest on seller-provided financing? If "Yes," see page 25 for required attachment		X
6	If this is an estate or a complex trust making the section 663(b) election, check here (see page 25 of the instructions) ▶ ☐		
7	To make a section 643(e)(3) election, attach Schedule D (Form 1041), and check here (see page 25 of the instructions) ▶ ☐		
8	If the decedent's estate has been open for more than 2 years, attach an explanation for the delay in closing the estate, and check here ▶ ☐		
9	Are any present or future trust beneficiaries skip persons? See page 25 of the instructions	X	

1041	Electing Small Business Trust Tax Calculation	2006

Name of Trust: MAX FRIEDSTEIN IRREVOCABLE TRUST

Employer ID Number: 20-7294226

Income

Interest	SEE STATEMENT 3	83.
Total Ordinary Dividends		
Less: Qualified Dividends		
Net Dividends		
Other Ordinary Income	SEE STATEMENT 4	17,758.
Net Short-Term Capital Gain		
Ordinary Gains		
Other Income		
Total Income		17,841.

Deductions

Interest	
Taxes	
Fiduciary Fees	
Charitable Deduction	
Attorney, Accountant, Return Preparation Fees	
Other Deductions - Not Subject to 2% Limit	
Other Deductions - Subject to 2% Limit	
Total Deductions	

Tax and Credits

Taxable Income	17,841.
Tax - 35%	6,244.
Net Long-Term Capital Gain and Qualified Dividends	
Tax	
Total Regular Tax	6,244.
Alternative Minimum Tax	
Total Tax	6,244.
Credits	
Recapture and Other Taxes	
Net Tax - to Form 1041, Schedule G, line 7	6,244.

624401
05-01-06

S CORPORATION PORTION

Form 1041 (2006) MAX FRIEDSTEIN IRREVOCABLE TRUST 20-7294226 Page 3

Schedule I **Alternative Minimum Tax** (see pages 26 through 32 of the instructions)

Part I - Estate's or Trust's Share of Alternative Minimum Taxable Income

1	Adjusted total income or (loss) (from page 1, line 17)		1	17,841.
2	Interest		2	
3	Taxes		3	
4	Miscellaneous itemized deductions (from page 1, line 15b)		4	
5	Refund of taxes		5	( )
6	Depletion (difference between regular tax and AMT)		6	
7	Net operating loss deduction. Enter as a positive amount		7	
8	Interest from specified private activity bonds exempt from the regular tax		8	
9	Qualified small business stock (see page 27 of the instructions)		9	
10	Exercise of incentive stock options (excess of AMT income over regular tax income)		10	
11	Other estates and trusts (amount from Schedule K-1 (Form 1041), box 12, code A)		11	
12	Electing large partnerships (amount from Schedule K-1 (Form 1065-B), box 6)		12	
13	Disposition of property (difference between AMT and regular tax gain or loss)		13	
14	Depreciation on assets placed in service after 1986 (difference between regular tax and AMT)		14	
15	Passive activities (difference between AMT and regular tax income or loss)	SEE STATEMENT 5	15	<12.>
16	Loss limitations (difference between AMT and regular tax income or loss)		16	
17	Circulation costs (difference between regular tax and AMT)		17	
18	Long-term contracts (difference between AMT and regular tax income)		18	
19	Mining costs (difference between regular tax and AMT)		19	
20	Research and experimental costs (difference between regular tax and AMT)		20	
21	Income from certain installment sales before January 1, 1987		21	( )
22	Intangible drilling costs preference		22	
23	Other adjustments, including income-based related adjustments		23	
24	Alternative tax net operating loss deduction (See the instructions for the limitation that applies)		24	( )
25	Adjusted alternative minimum taxable income. Combine lines 1 through 24		25	17,829.
	Note: Complete Part II below before going to line 26.			
26	Income distribution deduction from Part II, line 44	26 0.		
27	Estate tax deduction (from page 1, line 19)	27		
28	Add lines 26 and 27		28	
29	Estate's or trust's share of alternative minimum taxable income. Subtract line 28 from line 25		29	17,829.

If line 29 is:

- $22,500 or less, stop here and enter -0- on Schedule G, line 1c. The estate or trust is not liable for the alternative minimum tax.
- Over $22,500, but less than $165,000, go to line 45.
- $165,000 or more, enter the amount from line 29 on line 51 and go to line 52.

Part II - Income Distribution on a Minimum Tax Basis

30	Adjusted alternative minimum taxable income (see page 30 of the instructions)	30	
31	Adjusted tax-exempt interest (other than amounts included on line 8)	31	
32	Total net gain from Schedule D (Form 1041), line 15, column (1). If a loss, enter -0-	32	
33	Capital gains for the tax year allocated to corpus and paid or permanently set aside for charitable purposes (from Schedule A, line 4)	33	
34	Capital gains paid or permanently set aside for charitable purposes from gross income (see page 30 of the instructions)	34	
35	Capital gains computed on a minimum tax basis included on line 25	35	( )
36	Capital losses computed on a minimum tax basis included on line 25. Enter as a positive amount	36	
37	Distributable net alternative minimum taxable income (DNAMTI). Combine lines 30 through 36. If zero or less, enter -0-	37	
38	Income required to be distributed currently (from Schedule B, line 9)	38	
39	Other amounts paid, credited, or otherwise required to be distributed (from Schedule B, line 10)	39	
40	Total distributions. Add lines 38 and 39	40	
41	Tax-exempt income included on line 40 (other than amounts included on line 8)	41	
42	Tentative income distribution deduction on a minimum tax basis. Subtract line 41 from line 40	42	
43	Tentative income distribution deduction on a minimum tax basis. Subtract line 31 from line 37. If zero or less, enter -0-	43	
44	**Income distribution deduction on a minimum tax basis.** Enter the smaller of line 42 or line 43. Enter here and on line 26	44	

S CORPORATION PORTION

Form 1041 (2006) MAX FRIEDSTEIN IRREVOCABLE TRUST 20-7294226 Page 4

Part III - Alternative Minimum Tax

45	Exemption amount			45	$22,500
46	Enter the amount from line 29	46			
47	Phase-out of exemption amount	47	$75,000		
48	Subtract line 47 from line 46. If zero or less, enter -0-	48			
49	Multiply line 48 by 25% (.25)			49	
50	Subtract line 49 from line 45. If zero or less, enter -0-			50	
51	Subtract line 50 from line 46			51	17,829.
52	Go to Part IV of Schedule I to figure line 52 if the estate or trust has qualified dividends or has a gain on lines 14a and 15 of column (2) of Schedule D (Form 1041) (as refigured for the AMT, if necessary). Otherwise, if line 51 is - • $175,000 or less, multiply line 51 by 26% (.26). • Over $175,000, multiply line 51 by 28% (.28) and subtract $3,500 from the result			52	4,636.
53	Alternative minimum foreign tax credit (see page 31 of the instructions)			53	
54	Tentative minimum tax. Subtract line 53 from line 52			54	4,636.
55	Enter the tax from Schedule G, line 1a (minus any foreign tax credit from Schedule G, line 2a)			55	6,244.
56	Alternative minimum tax. Subtract line 55 from line 54. If zero or less, enter -0-. Enter here and on Schedule G, line 1c			56	0.

Part IV - Line 52 Computation Using Maximum Capital Gains Rates

Caution: If you did not complete Part V of Schedule D (Form 1041), the Schedule D Tax Worksheet, or the Qualified Dividends Tax Worksheet, see page 32 of the instructions before completing this part.

57	Enter the amount from line 51			57	
58	Enter the amount from Schedule D (Form 1041), line 22, or line 13 of the Schedule D Tax Worksheet, or line 4 of the Qualified Dividends Tax Worksheet, whichever applies (as refigured for the AMT, if necessary)	58			
59	Enter the amount from Schedule D (Form 1041), line 14b, column (2) (as refigured for the AMT, if necessary). If you did not complete Schedule D for the regular tax or the AMT, enter -0-	59			
60	If you did not complete a Schedule D Tax Worksheet for the regular tax or the AMT, enter the amount from line 58. Otherwise, add lines 58 and 59 and enter the **smaller** of that result or the amount from line 10 of the Schedule D Tax Worksheet (as refigured for the AMT, if necessary)	60			
61	Enter the **smaller** of line 57 or line 60			61	
62	Subtract line 61 from line 57			62	
63	If line 62 is $175,000 or less, multiply line 62 by 26% (.26). Otherwise, multiply line 62 by 28% (.28) and subtract $3,500 from the result		▶	63	
64	Maximum amount subject to the 5% rate	64	$2,050		
65	Enter the amount from line 23 of Schedule D (Form 1041), line 14 of the Schedule D Tax Worksheet, or line 5 of the Qualified Dividends Tax Worksheet, whichever applies (as figured for the regular tax). If you did not complete Schedule D or either worksheet for the regular tax, enter -0-	65			
66	Subtract line 65 from line 64. If zero or less, enter -0-	66			
67	Enter the **smaller** of line 57 or line 58	67			
68	Enter the **smaller** of line 66 or line 67	68			
69	Multiply line 68 by 5% (.05)		▶	69	
70	Subtract line 68 from line 67	70			
71	Multiply line 70 by 15% (.15)		▶	71	
	If line 59 is zero or blank, skip lines 72 and 73 and go to line 74. Otherwise, go to line 72.				
72	Subtract line 67 from line 61	72			
73	Multiply line 72 by 25% (.25)		▶	73	
74	Add lines 63, 69, 71, and 73			74	
75	If line 57 is $175,000 or less, multiply line 57 by 26% (.26). Otherwise, multiply line 57 by 28% (.28%) and subtract $3,500 from the result			75	
76	Enter the **smaller** of line 74 or line 75 here and on line 52			76	

JWA

Form **1041** (2006)

619862
02-05-07

MAX FRIEDSTEIN IRREVOCABLE TRUST 20-7294226

FORM 1041 LATE PAYMENT INTEREST STATEMENT 1

DESCRIPTION	DATE	AMOUNT	BALANCE	RATE	DAYS	INTEREST
TAX DUE	04/15/07	6,244.	6,244.	.0700	76	92.
INTEREST RATE CHANGE	06/30/07	0.	6,336.	.0800	107	150.
DATE FILED	10/15/07		6,486.			
TOTAL LATE PAYMENT INTEREST						242.

FORM 1041 LATE PAYMENT PENALTY STATEMENT 2

DESCRIPTION	DATE	AMOUNT	BALANCE	MONTHS	PENALTY
TAX DUE	04/15/07	6,244.	6,244.	6	187.
DATE FILED	10/15/07				
TOTAL LATE PAYMENT PENALTY					187.

MAX FRIEDSTEIN IRREVOCABLE TRUST 20-7294226

ESBT INTEREST STATEMENT 3

DESCRIPTION	U.S. INTEREST	OTHER TAXABLE INTEREST
LIC HOLDINGS, INC. - REGULAR INTEREST	0.	83.
SUBTOTALS	0.	83.
TOTAL INTEREST		83.

ESBT OTHER ORDINARY INCOME STATEMENT 4

DESCRIPTION	AMOUNT
FROM - LIC HOLDINGS, INC.	17,758.
TOTAL TO ESBT WORKSHEET	17,758.

ESBT SCHEDULE I PASSIVE ACTIVITY LOSS STATEMENT 5

NAME OF ACTIVITY	FORM	NET INCOME (LOSS) AMT	NET INCOME (LOSS) REGULAR	ADJUSTMENT
LIC HOLDINGS, INC.	SCH E	17,746.	17,758.	<12.>
TOTAL TO SCHEDULE I, LINE 15				<12.>

ESBT FORM 8582 OTHER PASSIVE ACTIVITIES - WORKSHEET 3 STATEMENT 6

NAME OF ACTIVITY	CURRENT YEAR NET INCOME	CURRENT YEAR NET LOSS	PRIOR YEAR UNALLOWED LOSS	OVERALL GAIN OR LOSS GAIN	OVERALL GAIN OR LOSS LOSS
LIC HOLDINGS, INC.	17,758.	0.	0.	17,758.	0.
TOTALS	17,758.	0.	0.	17,758.	0.

MAX FRIEDSTEIN IRREVOCABLE TRUST 20-7294226

ESBT FORM 8582 SUMMARY OF PASSIVE ACTIVITIES STATEMENT 7

RREA - NAME	FORM OR SCHEDULE	GAIN/LOSS	PRIOR YEAR C/O	NET GAIN/LOSS	UNALLOWED LOSS	ALLOWED LOSS
LIC HOLDINGS, INC.	SCH E	17,758.	0.	17,758.	0.	0.
TOTALS		17,758.	0.	17,758.	0.	0.

PRIOR YEAR CARRYOVERS ALLOWED DUE TO CURRENT YEAR NET ACTIVITY INCOME

TOTAL TO FORM 8582, LINE 11 0.

ESBT FORM 8582 ALTERNATIVE MINIMUM TAX STATEMENT 8
OTHER PASSIVE ACTIVITIES - WORKSHEET 3

NAME OF ACTIVITY	CURRENT YEAR NET INCOME	CURRENT YEAR NET LOSS	PRIOR YEAR UNALLOWED LOSS	OVERALL GAIN OR LOSS GAIN	OVERALL GAIN OR LOSS LOSS
LIC HOLDINGS, INC.	17,746.	0.	0.	17,746.	0.
TOTALS	17,746.	0.	0.	17,746.	0.

SECURITY WARNING: THE FACE OF THIS DOCUMENT FEATURES A COLORED BACKGROUND AND MICROPRINT BORDERS. THE REVERSE SIDE FEATURES ARTIFICIAL WATERMARKS

ARBITRAGE INTERNATIONAL MANAGEMENT LLC
950 PENINSULA CORPORATE CIRCLE
SUITE 3010
BOCA RATON, FL 33487

WACHOVIA BANK, N.A.

63-643/670

2785

10/3/07

PAY TO THE ORDER OF Mark Friedstein

$ 17,073.86

SEVENTEEN THOUSAND, SEVENTY THREE AND 86/00 ——— DOLLARS

MEMO: DISTRIBUTION, LLC HOLDINGS

AUTHORIZED SIGNATURE

⑈002785⑈ ⑆067006432⑆ 2000034069950⑈

OPPENHEIMER

Christopher Prindle
Senior Director - Investments

Oppenheimer & Co. Inc.
Boca Village Corp Center
4855 Technology Way, Suite 400
Boca Raton, FL 33431

Phone 561-620-3115
Fax 561-416-8671
Toll Free 888-999-3660
christopher.prindle@opco.com

Member of All Principal Exchanges

OPPENHEIMER

Official Name
Oppenheimer
Trust Company

Oppenheimer & Co. Inc.
Boca Village Corp Center, 4855 Technology Way, Suite 400, Boca Raton, FL 33431
Phone 888-999-3660
Member of All Principal Exchanges

Resignation of Trustees
Appointment of New Trustee
and Acceptance by New Trustee

This Resignation of Trustee ("Resignation") and Appointment of New Trustee is made by TRACI KRATISH, P.A. this 12th day of September 2007.

Whereas, on September 7, 2006 TRACI KRATISH, P.A. was appointed trustee of the DANIEL BERNSTEIN IRREVOCABLE TRUST ("the Trust"); and

Whereas, TRACI KRATISH, P.A. now wishes to resign as trustee of the Trust;

Now, therefore in consideration of ten dollars ($10.00) and other good and valuable considerations TRACI KRATISH, P.A. hereby resigns as trustee of the Trust. This resignation shall be effective on the thirty-first day (31st) day after this resignation is communicated to the beneficiary and the settlor. Upon this Resignation being effective, the trustee pursuant to Section 5.3 of the Trust appoints STANFORD TRUST COMPANY as the successor trustee.

Executed as of the date first above written.

Signed in the presence of:

Witnesses:

Print Name: Simon Bernstein

Print Name:

TRACI KRATISH, P.A., as trustee

By:
Traci Kratish, its President

STATE OF FLORIDA)
COUNTY OF PALM BEACH)SS.

The foregoing instrument was acknowledged before me this 12th day of September 2007 by Traci Kratish, as President of Traci Kratish, P.A. the trustee.

Diana Banks
Commission #DD318472
Expires: May 11, 2008
Bonded Thru
Atlantic Bonding Co., Inc.

Notary Public
My commission expires: May 11, 2008

Personally known V OR Produced Identification _____
Type of identification produced: _____

Acceptance of Assignment as Trustee

STANFORD TRUST COMPANY accepts the foregoing assignment as trustee of the DANIEL BERNSTEIN IRREVOCABLE TRUST effective the 14th day of November 2007.

Witnesses:

Raven Bass

Print Name: RAVEN BASS

John P. Bozzo

Print Name: John P. Bozzo

STANFORD TRUST COMPANY

By:

PRESIDENT - STC

As authorized individual

STATE OF ~~FLORIDA~~ LA)
COUNTY OF ~~PALM BEACH~~ ORL)SS.

The foregoing instrument was acknowledged before me this 14th day of November 2007 by LOUIS Fournet, as an authorized officer of Stanford Trust Company.

KATHRYN BERNHARD GERRY
NOTARY PUBLIC
BAR ROLL NO. 29581
STATE OF LOUISIANA
MY COMMISSION IS FOR LIFE.

Notary Public

My commission expires: For Life

Personally known ✓ OR Produced Identification _____

Type of identification produced: _____

Resignation of Trustees
Appointment of New Trustee
and Acceptance by New Trustee

This Resignation of Trustee ("Resignation") and Appointment of New Trustee is made by GERALD R. LEWIN this 5TH day of SEPTEMBER 2007.

Whereas, on September 7, 2006 GERALD R. LEWIN was appointed trustee of the MICHAEL A. BERNSTEIN IRREVOCABLE TRUST ("the Trust"); and

Whereas, GERALD R. LEWIN now wishes to resign as trustee of the Trust;

Now, therefore in consideration of ten dollars ($10.00) and other good and valuable considerations GERALD R. LEWIN hereby resigns as trustee of the Trust. This resignation shall be effective on the thirty-first day (31st) day after this resignation is communicated to the beneficiary and the settlor. Upon this Resignation being effective, the trustee pursuant to Section 5.3 of the Trust appoints STANFORD TRUST COMPANY as the successor trustee.

Executed as of the date first above written.

Signed in the presence of:

Witnesses:

Karen J. Million
Print Name: KAREN J. MILLION

Linda M. DeRosa
Print Name: LINDA M DEROSA

BY: Gerald R. Lewin
Gerald R. LEWIN, individually
and as Trustee

STATE OF FLORIDA)
COUNTY OF PALM BEACH)SS.

The foregoing instrument was acknowledged before me this 5TH day of SEPTEMBER 2007 by Gerald R. Lewin, individually and as trustee.

Notary Public
My commissions expires:_____
Commission Number:_____

Personally known ✓ OR Produced Identification ____
Type of Identification Produced _____

LISA SCARABINO
MY COMMISSION # DD 420721
EXPIRES: May 8, 2009
Bonded Thru Notary Public Underwriters

Acceptance of Assignment as Trustee

STANFORD TRUST COMPANY accepts the foregoing assignment as trustee of the MICHAEL A. BERNSTEIN IRREVOCABLE TRUST effective the 14th day of November 2007.

STANFORD TRUST COMPANY

Raven Bass

Print Name: RAVEN BASS

BY: [signature]

PRESIDENT-STC

As authorized officer

[signature]

Print Name: John E Burnell

STATE OF FLORIDA)
COUNTY OF)SS.

The foregoing instrument was acknowledged before me this 14th day of November 2007 by Louis Fournet as an authorized officer of Stanford Trust Company.

KATHRYN BERNHARD GERRY
NOTARY PUBLIC
BAR ROLL NO. 29581
STATE OF LOUISIANA
MY COMMISSION IS FOR LIFE.

Kathryn Bernhard Gerry
Notary Public
My commissions expires: For Life
Commission Number: 29581

Personally known ✓ OR Produced Identification ____
Type of Identification Produced _____

Resignation of Trustees
Appointment of New Trustee
and Acceptance by New Trustee

This Resignation of Trustee ("Resignation") and Appointment of New Trustee is made by TRACI KRATISH, P.A. this 12th day of September 2007.

Whereas, on September 7, 2006 TRACI KRATISH, P.A. was appointed trustee of the JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST ("the Trust"); and

Whereas, TRACI KRATISH, P.A. now wishes to resign as trustee of the Trust;

Now, therefore in consideration of ten dollars ($10.00) and other good and valuable considerations TRACI KRATISH, P.A. hereby resigns as trustee of the Trust. This resignation shall be effective on the thirty-first day (31st) day after this resignation is communicated to the beneficiary and the settlor. Upon this Resignation being effective, the trustee pursuant to Section 5.3 of the Trust appoints STANFORD TRUST COMPANY as the successor trustee.

Executed as of the date first above written.

Signed in the presence of:

Witnesses:

Print Name: Simon Bernstein

Print Name: TED BERNSTEIN

TRACI KRATISH, P.A., as trustee

By: _____
Traci Kratish, its President

STATE OF FLORIDA)
COUNTY OF PALM BEACH)SS.

The foregoing instrument was acknowledged before me this 12th day of September 2007 by Traci Kratish, as President of Traci Kratish, P.A. the trustee.

Diana Banks
Commission #DD318472
Expires: May 11, 2008
Bonded Thru
Atlantic Bonding Co., Inc.

Notary Public
My commission expires: May 11, 2008

Personally known ✓ OR Produced Identification _____
Type of identification produced: _____

Acceptance of Assignment as Trustee

STANFORD TRUST COMPANY accepts the foregoing assignment as trustee of the JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST effective the 14th day of November 2007.

Witnesses:

Print Name: Raven Bass

Print Name: John R. Burrell

STANFORD TRUST COMPANY

By:

PRESIDENT - STC

As authorized individual

STATE OF ~~FLORIDA~~ GA
COUNTY ~~OF PALM BEACH~~ EBASS.

The foregoing instrument was acknowledged before me this 14th day of NOV 2007 by LOUIS FOUNTAIN, as an authorized officer of Stanford Trust Company.

Notary Public
My commission expires: FOR Life

Personally known ✓ OR Produced Identification _____
Type of identification produced: _____

Resignation of Trustees
Appointment of New Trustee
and Acceptance by New Trustee

This Resignation of Trustee ("Resignation") and Appointment of New Trustee is made by TRACI KRATISH, P.A. this 12th day of September 2007.

Whereas, on September 7, 2006 TRACI KRATISH, P.A. was appointed trustee of the JAKE BERNSTEIN IRREVOCABLE TRUST ("the Trust"); and

Whereas, TRACI KRATISH, P.A. now wishes to resign as trustee of the Trust;

Now, therefore in consideration of ten dollars ($10.00) and other good and valuable considerations TRACI KRATISH, P.A. hereby resigns as trustee of the Trust. This resignation shall be effective on the thirty-first day (31st) day after this resignation is communicated to the beneficiary and the settlor. Upon this Resignation being effective, the trustee pursuant to Section 5.3 of the Trust appoints STANFORD TRUST COMPANY as the successor trustee.

Executed as of the date first above written.

Signed in the presence of:

Witnesses:

Print Name: Simon Bernstein

Print Name:

TRACI KRATISH, P.A., as trustee

By:
Traci Kratish, its President

STATE OF FLORIDA)
COUNTY OF PALM BEACH)SS.

The foregoing instrument was acknowledged before me this 12th day of September 2007 by Traci Kratish, as President of Traci Kratish, P.A. the trustee.

Diana Banks
Commission #DD318472
Expires: May 11, 2008
Bonded Thru
Atlantic Bonding Co., Inc.

Notary Public
My commission expires: May 11, 2008

Personally known ✓ OR Produced Identification _____
Type of identification produced: _____

Acceptance of Assignment as Trustee

STANFORD TRUST COMPANY accepts the foregoing assignment astrustee of the JAKE BERNSTEIN IRREVOCABLE TRUST effective the 14th day of NOVEMBER 2007.

Witnesses:

Raven Bass
Print Name: RAVEN BASS

Print Name: John P. Buzzell

STANFORD TRUST COMPANY

By:
PRESIDENT - STC
As authorized individual

STATE OF ~~FLORIDA~~ CA)
COUNTY OF ~~PALM BEACH~~ LA) SS.

The foregoing instrument was acknowledged before me this 14th day of November 2007 by [illegible], as an authorized officer of Stanford Trust Company.

Notary Public
My commission expires: Feb 4 '10

Personally known ✓ OR Produced Identification _____
Type of identification produced: _____

Resignation of Trustees
Appointment of New Trustee
and Acceptance by New Trustee

This Resignation of Trustee ("Resignation") and Appointment of New Trustee is made by GERALD R. LEWIN this 5TH day of SEPTEMBER 2007.

Whereas, on September 7, 2006 GERALD R. LEWIN was appointed trustee of the JULIA IANTONI IRREVOCABLE TRUST ("the Trust"); and

Whereas, GERALD R. LEWIN now wishes to resign as trustee of the Trust;

Now, therefore in consideration of ten dollars ($10.00) and other good and valuable considerations GERALD R. LEWIN hereby resigns as trustee of the Trust. This resignation shall be effective on the thirty-first day (31st) day after this resignation is communicated to the beneficiary and the settlor. Upon this Resignation being effective, the trustee pursuant to Section 5.3 of the Trust appoints STANFORD TRUST COMPANY as the successor trustee.

Executed as of the date first above written.

Signed in the presence of:

Witnesses:

Karen J. Million
Print Name: KAREN J. MILLION

Linda M. DeRosa
Print Name: LINDA M DEROSA

BY: Gerald R. Lewin
Gerald R. LEWIN, individually
and as Trustee

STATE OF FLORIDA)
COUNTY OF PALM BEACH)SS.

The foregoing instrument was acknowledged before me this 5TH day of SEPTEMBER 2007 by Gerald R. Lewin, individually and as trustee.

Notary Public
My commissions expires:_____
Commission Number:_____

Personally known ✓ OR Produced Identification ____
Type of Identification Produced _____

LISA SCARABINO
MY COMMISSION # DD 420721
EXPIRES: May 8, 2009
Bonded Thru Notary Public Underwriters

Acceptance of Assignment as Trustee

STANFORD TRUST COMPANY accepts the foregoing assignment as trustee of the JULIA IANTONI IRREVOCABLE TRUST effective the 14th day of November 2007.

STANFORD TRUST COMPANY

Raven Bass

Print Name: RAVEN BASS

BY: [signature]

PRESIDENT - STC

As authorized officer

[signature]

Print Name: John L. Burrell

STATE OF FLORIDA)
COUNTY OF)SS.

The foregoing instrument was acknowledged before me this 14th day of Nov. 2007 by Louis Fowler as an authorized officer of Stanford Trust Company.

KATHRYN BERNHARD GERT
NOTARY PUBLIC
BAR ROLL NO. 29531
STATE OF LOUISIANA
MY COMMISSION IS FOR LIFE.

Notary Public
My commissions expires: FOR Life
Commission Number:_____

Personally known ____ OR Produced Identification ____
Type of Identification Produced _____

Resignation of Trustees
Appointment of New Trustee
and Acceptance by New Trustee

This Resignation of Trustee ("Resignation") and Appointment of New Trustee is made by GERALD R. LEWIN this 5TH day of SEPTEMBER 2007.

Whereas, on September 7, 2006 GERALD R. LEWIN was appointed trustee of the CARLEY ESTHER FRIEDSTEIN IRREVOCABLE TRUST ("the Trust"); and

Whereas, GERALD R. LEWIN now wishes to resign as trustee of the Trust;

Now, therefore in consideration of ten dollars ($10.00) and other good and valuable considerations GERALD R. LEWIN hereby resigns as trustee of the Trust. This resignation shall be effective on the thirty-first day (31st) day after this resignation is communicated to the beneficiary and the settlor. Upon this Resignation being effective, the trustee pursuant to Section 5.3 of the Trust appoints STANFORD TRUST COMPANY as the successor trustee.

Executed as of the date first above written.

Signed in the presence of:

Witnesses:

Karen J. Million
Print Name: KAREN J. MILLION

Linda M DeRosa
Print Name: LINDA M DEROSA

BY: Gerald R. Lewin
Gerald R. LEWIN, individually
and as Trustee

STATE OF FLORIDA)
COUNTY OF PALM BEACH)SS.

The foregoing instrument was acknowledged before me this 5TH day of SEPTEMBER 2007 by Gerald R. Lewin, individually and as trustee.

Notary Public
My commissions expires:_____
Commission Number:_____

Personally known ✓ OR Produced Identification ____
Type of Identification Produced _____

LISA SCARABINO
MY COMMISSION # DD 420721
EXPIRES: May 8, 2009
Bonded Thru Notary Public Underwriters

Acceptance of Assignment as Trustee

STANFORD TRUST COMPANY accepts the foregoing assignment as trustee of the CARLEY ESTHER FRIEDSTEIN IRREVOCABLE TRUST effective the 14th day of November 2007.

STANFORD TRUST COMPANY

Raven Bass
Print Name: RAVEN BASS

BY: [signature]
PRESIDENT - STC
As authorized officer

[signature]
Print Name: John R. Buzzell

STATE OF FLORIDA)
COUNTY OF)SS.

The foregoing instrument was acknowledged before me this 14th day of _____ 2007 by Louis Fournet as an authorized officer of Stanford Trust Company.

KATHRYN BERNHARD GERRY
NOTARY PUBLIC
BAR ROLL NO. 29581
STATE OF LOUISIANA
MY COMMISSION IS FOR LIFE

Kathryn Bernhard Gerry
Notary Public
My commissions expires: For Life
Commission Number: 29581

Personally known ✓ OR Produced Identification ____
Type of Identification Produced _____

Resignation of Trustees
Appointment of New Trustee
and Acceptance by New Trustee

This Resignation of Trustee ("Resignation") and Appointment of New Trustee is made by GERALD R. LEWIN this 5TH day of SEPTEMBER 2007.

Whereas, on September 7, 2006 GERALD R. LEWIN was appointed trustee of the MAX FRIEDSTEIN IRREVOCABLE TRUST ("the Trust"); and

Whereas, GERALD R. LEWIN now wishes to resign as trustee of the Trust;

Now, therefore in consideration of ten dollars ($10.00) and other good and valuable considerations GERALD R. LEWIN hereby resigns as trustee of the Trust. This resignation shall be effective on the thirty-first day (31st) day after this resignation is communicated to the beneficiary and the settlor. Upon this Resignation being effective, the trustee pursuant to Section 5.3 of the Trust appoints STANFORD TRUST COMPANY as the successor trustee.

Executed as of the date first above written.

Signed in the presence of:

Witnesses:

Karen J. Million
Print Name: KAREN J. MILLION

Linda M. DeRosa
Print Name: LINDA M DEROSA

BY: Gerald R. Lewin
Gerald R. LEWIN, individually
and as Trustee

STATE OF FLORIDA)
COUNTY OF PALM BEACH)SS.

The foregoing instrument was acknowledged before me this 5TH day of SEPTEMBER 2007 by Gerald R. Lewin, individually and as trustee.

Notary Public
My commissions expires:_____
Commission Number:_____

Personally known ✓ OR Produced Identification ____
Type of Identification Produced _____

LISA SCARABINO
MY COMMISSION # DD 420721
EXPIRES: May 8, 2009
Bonded Thru Notary Public Underwriters

Acceptance of Assignment as Trustee

STANFORD TRUST COMPANY accepts the foregoing assignment as trustee of the MAX FRIEDSTEIN IRREVOCABLE TRUST effective the 14th day of November 2007.

STANFORD TRUST COMPANY

Raven Bass
Print Name: RAVEN BASS

BY: [signature]
PRESIDENT - STC
As authorized officer

[signature]
Print Name: John R. Burrell

STATE OF FLORIDA)
COUNTY OF)SS.

The foregoing instrument was acknowledged before me this 14th day of November 2007 by Louis Fornet as an authorized officer of Stanford Trust Company.

KATHRYN BERNHARD GERRY
NOTARY PUBLIC
BAR ROLL NO. 29581
STATE OF LOUISIANA
MY COMMISSION IS FOR LIFE.

Notary Public
My commissions expires: For Life
Commission Number: 29581

Personally known ____ OR Produced Identification ____
Type of Identification Produced _____

Resignation of Trustees
Appointment of New Trustee
and Acceptance by New Trustee

This Resignation of Trustee ("Resignation") and Appointment of New Trustee is made by GERALD R. LEWIN this 5TH day of SEPTEMBER 2007.

Whereas, on September 7, 2006 GERALD R. LEWIN was appointed trustee of the MOLLY N. SIMON IRREVOCABLE TRUST ("the Trust"); and

Whereas, GERALD R. LEWIN now wishes to resign as trustee of the Trust;

Now, therefore in consideration of ten dollars ($10.00) and other good and valuable considerations GERALD R. LEWIN hereby resigns as trustee of the Trust. This resignation shall be effective on the thirty-first day (31st) day after this resignation is communicated to the beneficiary and the settlor. Upon this Resignation being effective, the trustee pursuant to Section 5.3 of the Trust appoints STANFORD TRUST COMPANY as the successor trustee.

Executed as of the date first above written.

Signed in the presence of:

Witnesses:

Karen J. Millicon
Print Name: KAREN J. MILLICON

Linda M. DeRosa
Print Name: LINDA M DEROSA

BY: Gerald R. Lewin
Gerald R. LEWIN, individually
and as Trustee

STATE OF FLORIDA)
COUNTY OF PALM BEACH)SS.

The foregoing instrument was acknowledged before me this 5TH day of SEPTEMBER 2007 by Gerald R. Lewin, individually and as trustee.

Notary Public
My commissions expires:_____
Commission Number:_____

Personally known ✓ OR Produced Identification ____
Type of Identification Produced _____

LISA SCARABINO
MY COMMISSION # DD 420721
EXPIRES: May 8, 2009
Bonded Thru Notary Public Underwriters

Acceptance of Assignment as Trustee

STANFORD TRUST COMPANY accepts the foregoing assignment as trustee of the MOLLY N. SIMON IRREVOCABLE TRUST effective the 14th day of November 2007.

STANFORD TRUST COMPANY

Raven Bass
Print Name: RAVEN BASS

BY: [signature]
PRESIDENT - STC
As authorized officer

[signature]
Print Name: John R. Buzzell

STATE OF FLORIDA)
COUNTY OF)SS.

The foregoing instrument was acknowledged before me this 14th day of December 2007 by Louis Fournet as an authorized officer of Stanford Trust Company.

KATHRYN BERNHARD GERRY
NOTARY PUBLIC
BAR ROLL NO. 29581
STATE OF LOUISIANA
MY COMMISSION IS FOR LIFE.

Notary Public
My commissions expires: For Life
Commission Number: 29581

Personally known ____ OR Produced Identification ____
Type of Identification Produced _____

Resignation of Trustees
Appointment of New Trustee
and Acceptance by New Trustee

This Resignation of Trustee ("Resignation") and Appointment of New Trustee is made by GERALD R. LEWIN this 5TH day of SEPTEMBER 2007.

Whereas, on September 7, 2006 GERALD R. LEWIN was appointed trustee of the ERIC D. BERNSTEIN IRREVOCABLE TRUST ("the Trust"); and

Whereas, GERALD R. LEWIN now wishes to resign as trustee of the Trust;

Now, therefore in consideration of ten dollars ($10.00) and other good and valuable considerations GERALD R. LEWIN hereby resigns as trustee of the Trust. This resignation shall be effective on the thirty-first day (31st) day after this resignation is communicated to the beneficiary and the settlor. Upon this Resignation being effective, the trustee pursuant to Section 5.3 of the Trust appoints STANFORD TRUST COMPANY as the successor trustee.

Executed as of the date first above written.

Signed in the presence of:

Witnesses:

Karen J. Million
Print Name: KAREN J. MILLION

Linda M. DeRosa
Print Name: LINDA M. DEROSA

BY: Gerald R. Lewin
Gerald R. LEWIN, individually
and as Trustee

STATE OF FLORIDA)
COUNTY OF PALM BEACH)SS.

The foregoing instrument was acknowledged before me this 5TH day of SEPTEMBER 2007 by Gerald R. Lewin, individually and as trustee.

Notary Public
My commissions expires:_____
Commission Number:_____

Personally known ✓ OR Produced Identification ____
Type of Identification Produced _____

LISA SCARABINO
MY COMMISSION # DD 420721
EXPIRES: May 8, 2009
Bonded Thru Notary Public Underwriters

Acceptance of Assignment as Trustee

STANFORD TRUST COMPANY accepts the foregoing assignment as trustee of the ERIC D. BERNSTEIN IRREVOCABLE TRUST effective the 14th day of NOVEMBER 2007.

STANFORD TRUST COMPANY

Raven Bass

Print Name: RAVEN BASS

BY: [signature]

PRESIDENT - STC

As authorized officer

[signature]

Print Name: John R. Buzzell

STATE OF FLORIDA)
COUNTY OF)SS.

The foregoing instrument was acknowledged before me this 14th day of November 2007 by Louis Fournet as an authorized officer of Stanford Trust Company.

KATHRYN BERNHARD GERRY
NOTARY PUBLIC
BAR ROLL NO. 29581
STATE OF LOUISIANA
MY COMMISSION IS FOR LIFE.

Kathryn Bernhard Gerry
Notary Public
My commissions expires: For life
Commission Number: 29581

Personally known ✓ OR Produced Identification ____
Type of Identification Produced _____

Resignation of Trustees
Appointment of New Trustee
and Acceptance by New Trustee

This Resignation of Trustee ("Resignation") and Appointment of New Trustee is made by GERALD R. LEWIN this 5TH day of SEPTEMBER 2007.

Whereas, on September 7, 2006 GERALD R. LEWIN was appointed trustee of the ALEXANDRA L. BERNSTEIN IRREVOCABLE TRUST ("the Trust"); and

Whereas, GERALD R. LEWIN now wishes to resign as trustee of the Trust;

Now, therefore in consideration of ten dollars ($10.00) and other good and valuable considerations GERALD R. LEWIN hereby resigns as trustee of the Trust. This resignation shall be effective on the thirty-first day (31st) day after this resignation is communicated to the beneficiary and the settlor. Upon this Resignation being effective, the trustee pursuant to Section 5.3 of the Trust appoints STANFORD TRUST COMPANY as the successor trustee.

Executed as of the date first above written.

Signed in the presence of:

Witnesses:

Karen J. Million
Print Name: KAREN J. MILLION

Linda M. DeRosa
Print Name: LINDA M DEROSA

BY: Gerald R. Lewin
Gerald R. LEWIN, individually
and as Trustee

STATE OF FLORIDA)
COUNTY OF PALM BEACH)SS.

The foregoing instrument was acknowledged before me this 5TH day of SEPTEMBER 2007 by Gerald R. Lewin, individually and as trustee.

Notary Public
My commissions expires:_____
Commission Number:_____

Personally known ✓ OR Produced Identification ____
Type of Identification Produced _____

LISA SCARABINO
MY COMMISSION # DD 420721
EXPIRES: May 8, 2009
Bonded Thru Notary Public Underwriters

Acceptance of Assignment as Trustee

STANFORD TRUST COMPANY accepts the foregoing assignment as trustee of the ALEXANDRA L. BERNSTEIN IRREVOCABLE TRUST effective the 14th day of November 2007.

STANFORD TRUST COMPANY

Raven Bass
Print Name: RAVEN BASS

BY: [signature]
PRESIDENT - STC
As authorized officer

[signature]
Print Name: John R. Buzzell

STATE OF FLORIDA)
COUNTY OF ~~ERR~~ LA)SS.

The foregoing instrument was acknowledged before me this 14th day of November 2007 by Louis Fournet as an authorized officer of Stanford Trust Company.

KATHRYN BERNHARD GERRY
NOTARY PUBLIC
BAR ROLL NO. 29581
STATE OF LOUISIANA
MY COMMISSION IS FOR LIFE.

Notary Public
My commissions expires: For Life
Commission Number: 29581

Personally known ✓ OR Produced Identification ____
Type of Identification Produced _____

Robert Spallina

From: margaret.brown@bakerbotts.com
Sent: Thursday, July 01, 2010 10:38 AM
To: Robert Spallina
Cc: jcoker@fits-inc.com
Subject: RE: Bernstein

Robert - That is great news. I will review the attached and let you know if I have any questions.

Thank you so much -

Maggie Brown
713-229-1987

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Thursday, July 01, 2010 9:14 AM
To: Brown, Margaret
Subject: Bernstein

Dear Margaret – we finally received the last of the signed petitions for the minor grandchildren and will be walking through the petitions next week to get the orders designating Oppenheimer as successor Trustee to Stanford. Attached are copies of the signed petitions we are filing for your records.

Pursuant to the provisions of Internal Revenue Service Circular 230 that apply to written advice provided by Federal tax practitioners, please be advised (a) that if any advice herein relating to a Federal tax issue would, but for this disclaimer, constitute a "reliance opinion" within the meaning of Circular 230, such advice is not intended or written to be used, and cannot be used by the affected taxpayer, for the purpose of avoiding penalties that may be imposed on the taxpayer, and (b) any written statement contained herein relating to any Federal tax issue may not be used by any person to support the promotion or marketing of, or to recommend, any Federal tax transaction(s) or matter(s) addressed herein. We would be happy to discuss the effect of this disclaimer, and alternatives to this disclaimer, with you if desired.

Robert L. Spallina, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
E-mail: rspallina@tescherspallina.com

If you would like to learn more about TESCHER & SPALLINA, P.A., please visit our website at www.tescherspallina.com

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LAW OFFICES
TESCHER & SPALLINA, P.A.

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JOAN MAPILE
KIMBERLY MORAN
SUANN TESCHER

July 1, 2010

VIA HAND DELIVERY
Christopher Prindle, CFA
Oppenheimer Trust Company
4855 Technology Way
4th Floor
Boca Raton, FL 33431

Re: Shirley & Simon Bernstein - Grandchildren's Trusts Successor Trustee Appointments

Dear Chris:

Enclosed are the Appointments of Successor Trustee and Acceptance of Appointments for four of Mr. and Mrs. Bernstein's grandchildren's trusts. Please have them executed and notarized, make copies for your files, and return the fully executed originals to our office.

If you have any questions, please do not hesitate to contact me.

Sincerely,

ROBERT L. SPALLINA

RLS/km

Enclosures

cc: Simon Bernstein (w/o enc.)
Donald R. Tescher, Esq. (w/o enc.)

THE MOLLY N. SIMON IRREVOCABLE TRUST

APPOINTMENT OF SUCCESSOR TRUSTEE AND ACCEPTANCE OF APPOINTMENT

WHEREAS, the Molly N. Simon Irrevocable Trust (the "Trust") was created and is held pursuant to that certain Trust Agreement for the Molly N. Simon Irrevocable Trust dated September 7, 2006, by and between Simon Bernstein, as Settlor, and Gerald R. Lewin, as the initial trustee (the "Trust Agreement");

WHEREAS, Gerald R. Lewin resigned as Trustee of the Trust and appointed Stanford Trust Company as his successor on September 5, 2007;

WHEREAS, Stanford Trust Company accepted it appointment as successor Trustee of the Trust on November 14, 2007;

WHEREAS, by Order of the Federal Court entered on April 23, 2009, in the matter entitled "Securities and Exchange Commission v. Stanford International Bank, Ltd., et al.," bearing Case Number 3-09CV0298-N in the United States District Court for the Northern District of Texas, Dallas Division (the "Federal Court"), Stanford Trust Company is deemed to have resigned or been removed as fiduciary for any and all fiduciary accounts, including the Trust;

WHEREAS, the Trust Agreement does not appoint or name a successor Trustee of the Trust as a result of Stanford Trust Company's ceasing to serve as Trustee;

WHEREAS, Section 5.3 of the Trust Agreement provides that "[w]henever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee";

WHEREAS, Molly N. Simon (born on December 3, 1990) is the beneficiary of the Trust, and it is her desire and intent to exercise her right and power under Section 5.3 of the Trust Agreement to appoint Oppenheimer Trust Company as the successor Trustee of the Trust;

WHEREAS, Oppenheimer Trust Company desires to be appointed as successor Trustee of the Trust;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT for and in consideration of the premises:

1. Molly N. Simon hereby exercises the right and power granted to her under Section 5.3 of the Trust Agreement and appoints Oppenheimer Trust Company as the successor Trustee of the Trust.

2. Oppenheimer Trust Company hereby acknowledges its appointment as successor Trustee of the Trust, confirms its acceptance of the Trust, and agrees to abide by all the terms and provisions of the Trust Agreement with respect to the Trust.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names on the dates indicated in the acknowledgments below. This instrument may be executed in multiple counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same instrument.

M. Simon
Molly N. Simon

OPPENHEIMER TRUST COMPANY

By:_____
Name:
Title:

STATE OF Illinois §
§
COUNTY OF Cook §

This instrument was acknowledged before me on this the 23 day of June, 2010, by Molly N. Simon.

OFFICIAL SEAL
MARY ANNE COTHERN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:04/30/12

Notary Public, State of Illinois

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2010, by _____, _____ of Oppenheimer Trust Company, as the act and deed and on behalf of said entity.

Notary Public, State of _____

HOUOI:1130805.1

THE MICHAEL BERNSTEIN IRREVOCABLE TRUST

APPOINTMENT OF SUCCESSOR TRUSTEE AND ACCEPTANCE OF APPOINTMENT

WHEREAS, the Michael Bernstein Irrevocable Trust (the "Trust") was created and is held pursuant to that certain Trust Agreement for the Michael Bernstein Irrevocable Trust dated September 7, 2006, by and between Simon Bernstein, as Settlor, and Gerald R. Lewin, as the initial trustee (the "Trust Agreement");

WHEREAS, Gerald R. Lewin resigned as Trustee of the Trust and appointed Stanford Trust Company as his successor on September 5, 2007;

WHEREAS, Stanford Trust Company accepted it appointment as successor Trustee of the Trust on November 14, 2007;

WHEREAS, by Order of the Federal Court entered on April 23, 2009, in the matter entitled "Securities and Exchange Commission v. Stanford International Bank, Ltd., et al.," bearing Case Number 3-09CV0298-N in the United States District Court for the Northern District of Texas, Dallas Division (the "Federal Court"), Stanford Trust Company is deemed to have resigned or been removed as fiduciary for any and all fiduciary accounts, including the Trust;

WHEREAS, the Trust Agreement does not appoint or name a successor Trustee of the Trust as a result of Stanford Trust Company's ceasing to serve as Trustee;

WHEREAS, Section 5.3 of the Trust Agreement provides that "[w]henever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee";

WHEREAS, Michael Bernstein (born on March 12, 1992) is the beneficiary of the Trust, and it is his desire and intent to exercise his right and power under Section 5.3 of the Trust Agreement to appoint Oppenheimer Trust Company as the successor Trustee of the Trust;

WHEREAS, Oppenheimer Trust Company desires to be appointed as successor Trustee of the Trust;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT for and in consideration of the premises:

1. Michael Bernstein hereby exercises the right and power granted to him under Section 5.3 of the Trust Agreement and appoints Oppenheimer Trust Company as the successor Trustee of the Trust.

2. Oppenheimer Trust Company hereby acknowledges its appointment as successor Trustee of the Trust, confirms its acceptance of the Trust, and agrees to abide by all the terms and provisions of the Trust Agreement with respect to the Trust.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names on the dates indicated in the acknowledgments below. This instrument may be executed in multiple counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same instrument.

Michael Bernstein

OPPENHEIMER TRUST COMPANY

By:_____
Name:
Title:

STATE OF Florida §
§
COUNTY OF Palm Beach §

This instrument was acknowledged before me on this the 17th day of May, 2010, by Michael Bernstein.

NOTARY PUBLIC-STATE OF FLORIDA
Diana Banks
Commission #DD770917
Expires: MAY 11, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

Notary Public, State of Florida

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2010, by _____, _____ of Oppenheimer Trust Company, as the act and deed and on behalf of said entity.

Notary Public, State of _____

THE ERIC D. BERNSTEIN IRREVOCABLE TRUST

APPOINTMENT OF SUCCESSOR TRUSTEE AND ACCEPTANCE OF APPOINTMENT

WHEREAS, the Eric D. Bernstein Irrevocable Trust (the "Trust") was created and is held pursuant to that certain Trust Agreement for the Eric D. Bernstein Irrevocable Trust dated September 7, 2006, by and between Simon Bernstein, as Settlor, and Gerald R. Lewin, as the initial trustee (the "Trust Agreement");

WHEREAS, Gerald R. Lewin resigned as Trustee of the Trust and appointed Stanford Trust Company as his successor on September 5, 2007;

WHEREAS, Stanford Trust Company accepted it appointment as successor Trustee of the Trust on November 14, 2007;

WHEREAS, by Order of the Federal Court entered on April 23, 2009, in the matter entitled "Securities and Exchange Commission v. Stanford International Bank, Ltd., et al.," bearing Case Number 3-09CV0298-N in the United States District Court for the Northern District of Texas, Dallas Division (the "Federal Court"), Stanford Trust Company is deemed to have resigned or been removed as fiduciary for any and all fiduciary accounts, including the Trust;

WHEREAS, the Trust Agreement does not appoint or name a successor Trustee of the Trust as a result of Stanford Trust Company's ceasing to serve as Trustee;

WHEREAS, Section 5.3 of the Trust Agreement provides that "[w]henever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee";

WHEREAS, Eric D. Bernstein (born on July 6, 1989) is the beneficiary of the Trust, and it is his desire and intent to exercise his right and power under Section 5.3 of the Trust Agreement to appoint Oppenheimer Trust Company as the successor Trustee of the Trust;

WHEREAS, Oppenheimer Trust Company desires to be appointed as successor Trustee of the Trust;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT for and in consideration of the premises:

1. Eric D. Bernstein hereby exercises the right and power granted to him under Section 5.3 of the Trust Agreement and appoints Oppenheimer Trust Company as the successor Trustee of the Trust.

2. Oppenheimer Trust Company hereby acknowledges its appointment as successor Trustee of the Trust, confirms its acceptance of the Trust, and agrees to abide by all the terms and provisions of the Trust Agreement with respect to the Trust.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names on the dates indicated in the acknowledgments below. This instrument may be executed in multiple counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same instrument.

Eric Daniel Bernstein
Eric D. Bernstein

OPPENHEIMER TRUST COMPANY

By:_____
Name:
Title:

STATE OF Florida §
§
COUNTY OF Palm Beach §

This instrument was acknowledged before me on this the 17th day of May, 2010, by Eric D. Bernstein.

NOTARY PUBLIC-STATE OF FLORIDA
Diana [illegible]
Commission # [illegible]
Expires: MAY [illegible]
THRU ATLANTIC BONDING CO., INC.

Notary Public, State of Florida

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2010, by _____, _____ of Oppenheimer Trust Company, as the act and deed and on behalf of said entity.

Notary Public, State of _____

THE ALEXANDRA L. BERNSTEIN IRREVOCABLE TRUST

APPOINTMENT OF SUCCESSOR TRUSTEE AND ACCEPTANCE OF APPOINTMENT

WHEREAS, the Alexandra L. Bernstein Irrevocable Trust (the "Trust") was created and is held pursuant to that certain Trust Agreement for the Alexandra L. Bernstein Irrevocable Trust dated September 7, 2006, by and between Simon Bernstein, as Settlor, and Gerald R. Lewin, as the initial trustee (the "Trust Agreement");

WHEREAS, Gerald R. Lewin resigned as Trustee of the Trust and appointed Stanford Trust Company as his successor on September 5, 2007;

WHEREAS, Stanford Trust Company accepted it appointment as successor Trustee of the Trust on November 14, 2007;

WHEREAS, by Order of the Federal Court entered on April 23, 2009, in the matter entitled "Securities and Exchange Commission v. Stanford International Bank, Ltd., et al.," bearing Case Number 3-09CV0298-N in the United States District Court for the Northern District of Texas, Dallas Division (the "Federal Court"), Stanford Trust Company is deemed to have resigned or been removed as fiduciary for any and all fiduciary accounts, including the Trust;

WHEREAS, the Trust Agreement does not appoint or name a successor Trustee of the Trust as a result of Stanford Trust Company's ceasing to serve as Trustee;

WHEREAS, Section 5.3 of the Trust Agreement provides that "[w]henever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee";

WHEREAS, Alexandra L. Bernstein (born on July 12, 1988) is the beneficiary of the Trust, and it is her desire and intent to exercise her right and power under Section 5.3 of the Trust Agreement to appoint Oppenheimer Trust Company as the successor Trustee of the Trust;

WHEREAS, Oppenheimer Trust Company desires to be appointed as successor Trustee of the Trust;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT for and in consideration of the premises:

1. Alexandra L. Bernstein hereby exercises the right and power granted to her under Section 5.3 of the Trust Agreement and appoints Oppenheimer Trust Company as the successor Trustee of the Trust.

2. Oppenheimer Trust Company hereby acknowledges its appointment as successor Trustee of the Trust, confirms its acceptance of the Trust, and agrees to abide by all the terms and provisions of the Trust Agreement with respect to the Trust.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names on the dates indicated in the acknowledgments below. This instrument may be executed in multiple counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same instrument.

Alexandra L. Bernstein

OPPENHEIMER TRUST COMPANY

By:_____
Name:
Title:

STATE OF Florida §
§
COUNTY OF Palm Beach §

This instrument was acknowledged before me on this the 17th day of May, 2010, by Alexandra L. Bernstein.

NOTARY PUBLIC-STATE OF FLORIDA
Diana Banks
Commission #DD770917
Expires: MAY 11, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

D Banks
Notary Public, State of Florida

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2010, by _____, _____ of Oppenheimer Trust Company, as the act and deed and on behalf of said entity.

_____
Notary Public, State of _____

N: \ WPDATA \ drt \ Bernstein, Shirley & Simon \ Grandchildren's Trusts Successor Trustee Appointments

Name	Size	Type	Last Modified
✓Alexandra Bernstein Appointment of Successor Trustee.DOC	33KB	Microsoft Word Document	5/10/2010 4:45 PM
~~Carly Esther Friedstein~~ Petition for Appointment of Successor Trustee.wpd	9,696	WordPerfect 12 Document	3/23/2010 2:24 PM
✓Daniel Bernstein Petition for Appointment of Successor Trustee.wpd	9,814	WordPerfect 12 Document	3/23/2010 2:38 PM
✓Eric Bernstein Appointment of Successor Trustee.DOC	29KB	Microsoft Word Document	3/23/2010 2:33 PM
Final Order for Carly Esther Friedstein.wpd	4,955	WordPerfect 12 Document	3/22/2010 2:37 PM
Final Order for Daniel Bernstein Trust.wpd	4,141	WordPerfect 12 Document	3/22/2010 2:35 PM
Final Order for Jake Bernstein.wpd	4,702	WordPerfect 12 Document	3/22/2010 2:37 PM
Final Order for Julia Iantoni.wpd	4,846	WordPerfect 12 Document	3/22/2010 2:36 PM
Final Order for Max Friedstein.wpd	4,791	WordPerfect 12 Document	3/22/2010 2:37 PM
Final Order Joshua Z. Bernstein.wpd	4,722	WordPerfect 12 Document	3/22/2010 2:35 PM
Grandchildren List.wpd	9,248	WordPerfect 12 Document	3/16/2010 3:49 PM
✓Jake Bernstein Petition for Appointment of Successor Trustee.wpd	9,807	WordPerfect 12 Document	3/23/2010 2:38 PM
✓Joshua Bernstein Petition for Appointment of Successor Trustee.wpd	9,817	WordPerfect 12 Document	3/23/2010 2:42 PM
✓Julia Iantoni Petition for Appointment of Successor Trustee.wpd	10,010	WordPerfect 12 Document	3/23/2010 2:44 PM
~~Max Friedstein~~ Petition for Appointment of Successor Trustee.wpd	10,118	WordPerfect 12 Document	3/23/2010 2:47 PM
✓Michael Bernstein Appointment of Successor Trustee.DOC	34KB	Microsoft Word Document	5/10/2010 4:45 PM
✓Molly Simon Appointment of Successor Trustee.DOC	29KB	Microsoft Word Document	3/23/2010 2:33 PM
Simon Bernstein - Diana ltr 05-10-10.wpd	6,810	WordPerfect 12 Document	5/10/2010 4:47 PM
Simon Bernstein ltr 03-23-10.wpd	7,105	WordPerfect 12 Document	3/23/2010 3:37 PM

Robert Spallina

From: Diana Banks [diana@lifeinsuranceconcepts.com]
Sent: Monday, June 28, 2010 11:01 AM
To: Robert Spallina
Subject: RE: Molly

We are waiting on Max and Carly Friedstein's – the docs were printed on front and back. I will send what I have. Thanks

Diana Banks - Vice President of Administration

. . . . . .

Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, FL 33487
Tel: 561.988.8984
Toll Free: 866.395.8984
Fax: 561.988.0833
Email: Diana@LifeInsuranceConcepts.com

www.LifeInsuranceConcepts.com

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From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Monday, June 28, 2010 10:54 AM
To: Diana Banks
Subject: RE: Molly

This should be everything? If so, please send us the originals..thx

Robert L. Spallina, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
E-mail: rspallina@tescherspallina.com

If you would like to learn more about TESCHER & SPALLINA, P.A., please visit our website at www.tescherspallina.com

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From: Diana Banks [mailto:diana@lifeinsuranceconcepts.com]

6/28/2010

Sent: Monday, June 28, 2010 10:38 AM
To: Robert Spallina
Subject: Molly

Diana Banks - Vice President of Administration

. . . . . .

Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, FL 33487
Tel: 561.988.8984
Toll Free: 866.395.8984
Fax: 561.988.0833
Email: Diana@LifeInsuranceConcepts.com

www.LifeInsuranceConcepts.com

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THE MICHAEL BERNSTEIN IRREVOCABLE TRUST

APPOINTMENT OF SUCCESSOR TRUSTEE AND ACCEPTANCE OF APPOINTMENT

WHEREAS, the Michael Bernstein Irrevocable Trust (the "Trust") was created and is held pursuant to that certain Trust Agreement for the Michael Bernstein Irrevocable Trust dated September 7, 2006, by and between Simon Bernstein, as Settlor, and Gerald R. Lewin, as the initial trustee (the "Trust Agreement");

WHEREAS, Gerald R. Lewin resigned as Trustee of the Trust and appointed Stanford Trust Company as his successor on September 5, 2007;

WHEREAS, Stanford Trust Company accepted it appointment as successor Trustee of the Trust on November 14, 2007;

WHEREAS, by Order of the Federal Court entered on April 23, 2009, in the matter entitled "Securities and Exchange Commission v. Stanford International Bank, Ltd., et al.," bearing Case Number 3-09CV0298-N in the United States District Court for the Northern District of Texas, Dallas Division (the "Federal Court"), Stanford Trust Company is deemed to have resigned or been removed as fiduciary for any and all fiduciary accounts, including the Trust;

WHEREAS, the Trust Agreement does not appoint or name a successor Trustee of the Trust as a result of Stanford Trust Company's ceasing to serve as Trustee;

WHEREAS, Section 5.3 of the Trust Agreement provides that "[w]henever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee";

WHEREAS, Michael Bernstein (born on March 12, 1992) is the beneficiary of the Trust, and it is his desire and intent to exercise his right and power under Section 5.3 of the Trust Agreement to appoint Oppenheimer Trust Company as the successor Trustee of the Trust;

WHEREAS, Oppenheimer Trust Company desires to be appointed as successor Trustee of the Trust;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT for and in consideration of the premises:

1. Michael Bernstein hereby exercises the right and power granted to him under Section 5.3 of the Trust Agreement and appoints Oppenheimer Trust Company as the successor Trustee of the Trust.

2. Oppenheimer Trust Company hereby acknowledges its appointment as successor Trustee of the Trust, confirms its acceptance of the Trust, and agrees to abide by all the terms and provisions of the Trust Agreement with respect to the Trust.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names on the dates indicated in the acknowledgments below. This instrument may be executed in multiple counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same instrument.

Michael Bernstein

OPPENHEIMER TRUST COMPANY

By:_____
Name:
Title:

STATE OF Florida §
§
COUNTY OF Palm Beach §

This instrument was acknowledged before me on this the 17th day of May, 2010, by Michael Bernstein.

NOTARY PUBLIC-STATE OF FLORIDA
Diana Banks
Commission #DD770917
Expires: MAY 11, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

Notary Public, State of Florida

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2010, by _____, _____ of Oppenheimer Trust Company, as the act and deed and on behalf of said entity.

Notary Public, State of _____

THE ERIC D. BERNSTEIN IRREVOCABLE TRUST

APPOINTMENT OF SUCCESSOR TRUSTEE AND ACCEPTANCE OF APPOINTMENT

WHEREAS, the Eric D. Bernstein Irrevocable Trust (the "Trust") was created and is held pursuant to that certain Trust Agreement for the Eric D. Bernstein Irrevocable Trust dated September 7, 2006, by and between Simon Bernstein, as Settlor, and Gerald R. Lewin, as the initial trustee (the "Trust Agreement");

WHEREAS, Gerald R. Lewin resigned as Trustee of the Trust and appointed Stanford Trust Company as his successor on September 5, 2007;

WHEREAS, Stanford Trust Company accepted it appointment as successor Trustee of the Trust on November 14, 2007;

WHEREAS, by Order of the Federal Court entered on April 23, 2009, in the matter entitled "Securities and Exchange Commission v. Stanford International Bank, Ltd., et al.," bearing Case Number 3-09CV0298-N in the United States District Court for the Northern District of Texas, Dallas Division (the "Federal Court"), Stanford Trust Company is deemed to have resigned or been removed as fiduciary for any and all fiduciary accounts, including the Trust;

WHEREAS, the Trust Agreement does not appoint or name a successor Trustee of the Trust as a result of Stanford Trust Company's ceasing to serve as Trustee;

WHEREAS, Section 5.3 of the Trust Agreement provides that "[w]henever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee";

WHEREAS, Eric D. Bernstein (born on July 6, 1989) is the beneficiary of the Trust, and it is his desire and intent to exercise his right and power under Section 5.3 of the Trust Agreement to appoint Oppenheimer Trust Company as the successor Trustee of the Trust;

WHEREAS, Oppenheimer Trust Company desires to be appointed as successor Trustee of the Trust;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT for and in consideration of the premises:

1. Eric D. Bernstein hereby exercises the right and power granted to him under Section 5.3 of the Trust Agreement and appoints Oppenheimer Trust Company as the successor Trustee of the Trust.

2. Oppenheimer Trust Company hereby acknowledges its appointment as successor Trustee of the Trust, confirms its acceptance of the Trust, and agrees to abide by all the terms and provisions of the Trust Agreement with respect to the Trust.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names on the dates indicated in the acknowledgments below. This instrument may be executed in multiple counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same instrument.

Eric Donald Bernstein
Eric D. Bernstein

OPPENHEIMER TRUST COMPANY

By:_____
Name:
Title:

STATE OF Florida §
§
COUNTY OF Palm Beach §

This instrument was acknowledged before me on this the 17th day of May, 2010, by Eric D. Bernstein.

NOTARY PUBLIC-STATE OF FLORIDA
Diana K...
Commission # ... 7
Expires: MAY ...
THRU ATLANTIC BONDING CO., INC.

Notary Public, State of Florida

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2010, by _____, _____ of Oppenheimer Trust Company, as the act and deed and on behalf of said entity.

Notary Public, State of _____

THE ALEXANDRA L. BERNSTEIN IRREVOCABLE TRUST

APPOINTMENT OF SUCCESSOR TRUSTEE AND ACCEPTANCE OF APPOINTMENT

WHEREAS, the Alexandra L. Bernstein Irrevocable Trust (the "Trust") was created and is held pursuant to that certain Trust Agreement for the Alexandra L. Bernstein Irrevocable Trust dated September 7, 2006, by and between Simon Bernstein, as Settlor, and Gerald R. Lewin, as the initial trustee (the "Trust Agreement");

WHEREAS, Gerald R. Lewin resigned as Trustee of the Trust and appointed Stanford Trust Company as his successor on September 5, 2007;

WHEREAS, Stanford Trust Company accepted it appointment as successor Trustee of the Trust on November 14, 2007;

WHEREAS, by Order of the Federal Court entered on April 23, 2009, in the matter entitled "Securities and Exchange Commission v. Stanford International Bank, Ltd., et al.," bearing Case Number 3-09CV0298-N in the United States District Court for the Northern District of Texas, Dallas Division (the "Federal Court"), Stanford Trust Company is deemed to have resigned or been removed as fiduciary for any and all fiduciary accounts, including the Trust;

WHEREAS, the Trust Agreement does not appoint or name a successor Trustee of the Trust as a result of Stanford Trust Company's ceasing to serve as Trustee;

WHEREAS, Section 5.3 of the Trust Agreement provides that "[w]henever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee";

WHEREAS, Alexandra L. Bernstein (born on July 12, 1988) is the beneficiary of the Trust, and it is her desire and intent to exercise her right and power under Section 5.3 of the Trust Agreement to appoint Oppenheimer Trust Company as the successor Trustee of the Trust;

WHEREAS, Oppenheimer Trust Company desires to be appointed as successor Trustee of the Trust;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT for and in consideration of the premises:

1. Alexandra L. Bernstein hereby exercises the right and power granted to her under Section 5.3 of the Trust Agreement and appoints Oppenheimer Trust Company as the successor Trustee of the Trust.

2. Oppenheimer Trust Company hereby acknowledges its appointment as successor Trustee of the Trust, confirms its acceptance of the Trust, and agrees to abide by all the terms and provisions of the Trust Agreement with respect to the Trust.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names on the dates indicated in the acknowledgments below. This instrument may be executed in multiple counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same instrument.

Alexandra L. Bernstein

OPPENHEIMER TRUST COMPANY

By:_____
Name:
Title:

STATE OF Florida §
§
COUNTY OF Palm Beach §

This instrument was acknowledged before me on this the 17th day of May, 2010, by Alexandra L. Bernstein.

NOTARY PUBLIC-STATE OF FLORIDA
Diana Banks
Commission #DD770917
Expires: MAY 11, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

D Banks
Notary Public, State of Florida

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2010, by _____, _____ of Oppenheimer Trust Company, as the act and deed and on behalf of said entity.

_____
Notary Public, State of _____

LAW OFFICES
TESCHER & SPALLINA, P.A.

BOCA VILLAGE CORPORATE CENTER I
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FLORIDA 33431

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TOLL FREE: 888-997-7008
WWW.TESCHERSPALLINA.COM

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LAUREN A. GALVANI

SUPPORT STAFF
DIANE DUSTIN
JOAN MAPILE
KIMBERLY MORAN
SUANN TESCHER

May 10, 2010

Personal & Confidential

VIA FEDERAL EXPRESS
Attn: Diana Banks
Life Insurance Concepts
950 Peninsula Corporate Circle
Suite 3010
Boca Raton, FL 33487

Re: Bernstein Family

Dear Diana:

Enclosed are the Appointments of Successor Trustee and Acceptance of Appointment for Ted's children's trusts designating Oppenheimer Trust Company as successor Trustee to Stanford Trust Company. Please have these signed by the respective children, and return them to our office in the enclosed Federal Express envelope.

If you have any questions, please do not hesitate to contact me.

Sincerely,

ROBERT L. SPALLINA

RLS/km

Enclosures

FedEx Shipment Receipt

Outbound Shipment

Address Information

Ship to:	**Ship from:**
Diana Banks	Kimberly Moran
TESCHER & SPALLINA	TESCHER & SPALLINA
950 PENINSULA CORPORATE CIR	4855 Technology Way
STE 3010	Suite 720
BOCA RATON, FL	BOCA RATON, FL
33487-1387	33431
US	US
561-988-8984	5619977008

Shipping Information

Tracking number: 793527618288
Date Created: 05/10/2010
Estimated shipping charges: 10.06

Package Information

Service type: Standard Overnight
Package type: FedEx Envelope
Number of packages: 1
Total weight: 1.0LBS
Declared value: 0.00 USD
Special Services: Process a Return Shipment
Pickup/Drop-off: Use an already scheduled pickup at my location

Billing Information

Bill transportation to: Sender
Your reference: Bernstein/11087.001
P.O. no.:
Invoice no.:
Department no.:

Return Shipment

Address Information

Ship to:	**Ship from:**
Kimberly Moran	Diana Banks
TESCHER & SPALLINA	Life Insurance Concepts
4855 Technology Way	950 PENINSULA CORPORATE CIR
Suite 720	STE 3010
BOCA RATON, FL	BOCA RATON, FL
33431	33487-1387
US	US
5619977008	561-988-8984

Shipping Information

Tracking number: 798649606283

Estimated shipping charges:

Package Information

Return label type: Print
Service type: Standard Overnight
Package type: FedEx Envelope
Number of packages: 1
RMA no.:
Total weight: 1LBS
Declared value: 0.00USD

Special Services:
Pickup/Drop-off: Use an already scheduled pickup at my location

Billing Information

Bill transportation to: Sender
Your reference: Bernstein/11087.001
P.O. no.:
Invoice no.:
Department no.:

THE ALEXANDRA L. BERNSTEIN IRREVOCABLE TRUST

APPOINTMENT OF SUCCESSOR TRUSTEE AND ACCEPTANCE OF APPOINTMENT

WHEREAS, the Alexandra L. Bernstein Irrevocable Trust (the "Trust") was created and is held pursuant to that certain Trust Agreement for the Alexandra L. Bernstein Irrevocable Trust dated September 7, 2006, by and between Simon Bernstein, as Settlor, and Gerald R. Lewin, as the initial trustee (the "Trust Agreement");

WHEREAS, Gerald R. Lewin resigned as Trustee of the Trust and appointed Stanford Trust Company as his successor on September 5, 2007;

WHEREAS, Stanford Trust Company accepted it appointment as successor Trustee of the Trust on November 14, 2007;

WHEREAS, by Order of the Federal Court entered on April 23, 2009, in the matter entitled "Securities and Exchange Commission v. Stanford International Bank, Ltd., et al.," bearing Case Number 3-09CV0298-N in the United States District Court for the Northern District of Texas, Dallas Division (the "Federal Court"), Stanford Trust Company is deemed to have resigned or been removed as fiduciary for any and all fiduciary accounts, including the Trust;

WHEREAS, the Trust Agreement does not appoint or name a successor Trustee of the Trust as a result of Stanford Trust Company's ceasing to serve as Trustee;

WHEREAS, Section 5.3 of the Trust Agreement provides that "[w]henever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee";

WHEREAS, Alexandra L. Bernstein (born on July 12, 1988) is the beneficiary of the Trust, and it is her desire and intent to exercise her right and power under Section 5.3 of the Trust Agreement to appoint Oppenheimer Trust Company as the successor Trustee of the Trust;

WHEREAS, Oppenheimer Trust Company desires to be appointed as successor Trustee of the Trust;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT for and in consideration of the premises:

1. Alexandra L. Bernstein hereby exercises the right and power granted to her under Section 5.3 of the Trust Agreement and appoints Oppenheimer Trust Company as the successor Trustee of the Trust.

2. Oppenheimer Trust Company hereby acknowledges its appointment as successor Trustee of the Trust, confirms its acceptance of the Trust, and agrees to abide by all the terms and provisions of the Trust Agreement with respect to the Trust.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names on the dates indicated in the acknowledgments below. This instrument may be executed in multiple counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same instrument.

_____
Alexandra L. Bernstein

OPPENHEIMER TRUST COMPANY

By:_____
Name:
Title:

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2010, by Alexandra L. Bernstein.

_____
Notary Public, State of _____

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2010, by _____, _____ of Oppenheimer Trust Company, as the act and deed and on behalf of said entity.

_____
Notary Public, State of _____

THE ERIC D. BERNSTEIN IRREVOCABLE TRUST

APPOINTMENT OF SUCCESSOR TRUSTEE AND ACCEPTANCE OF APPOINTMENT

WHEREAS, the Eric D. Bernstein Irrevocable Trust (the "Trust") was created and is held pursuant to that certain Trust Agreement for the Eric D. Bernstein Irrevocable Trust dated September 7, 2006, by and between Simon Bernstein, as Settlor, and Gerald R. Lewin, as the initial trustee (the "Trust Agreement");

WHEREAS, Gerald R. Lewin resigned as Trustee of the Trust and appointed Stanford Trust Company as his successor on September 5, 2007;

WHEREAS, Stanford Trust Company accepted it appointment as successor Trustee of the Trust on November 14, 2007;

WHEREAS, by Order of the Federal Court entered on April 23, 2009, in the matter entitled "Securities and Exchange Commission v. Stanford International Bank, Ltd., et al.," bearing Case Number 3-09CV0298-N in the United States District Court for the Northern District of Texas, Dallas Division (the "Federal Court"), Stanford Trust Company is deemed to have resigned or been removed as fiduciary for any and all fiduciary accounts, including the Trust;

WHEREAS, the Trust Agreement does not appoint or name a successor Trustee of the Trust as a result of Stanford Trust Company's ceasing to serve as Trustee;

WHEREAS, Section 5.3 of the Trust Agreement provides that "[w]henever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee";

WHEREAS, Eric D. Bernstein (born on July 6, 1989) is the beneficiary of the Trust, and it is his desire and intent to exercise his right and power under Section 5.3 of the Trust Agreement to appoint Oppenheimer Trust Company as the successor Trustee of the Trust;

WHEREAS, Oppenheimer Trust Company desires to be appointed as successor Trustee of the Trust;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT for and in consideration of the premises:

1. Eric D. Bernstein hereby exercises the right and power granted to him under Section 5.3 of the Trust Agreement and appoints Oppenheimer Trust Company as the successor Trustee of the Trust.

2. Oppenheimer Trust Company hereby acknowledges its appointment as successor Trustee of the Trust, confirms its acceptance of the Trust, and agrees to abide by all the terms and provisions of the Trust Agreement with respect to the Trust.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names on the dates indicated in the acknowledgments below. This instrument may be executed in multiple counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same instrument.

_____
Eric D. Bernstein

OPPENHEIMER TRUST COMPANY

By:_____
Name:
Title:

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2010, by Eric D. Bernstein.

_____
Notary Public, State of _____

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2010, by _____, _____ of Oppenheimer Trust Company, as the act and deed and on behalf of said entity.

_____
Notary Public, State of _____

THE MICHAEL BERNSTEIN IRREVOCABLE TRUST

APPOINTMENT OF SUCCESSOR TRUSTEE AND ACCEPTANCE OF APPOINTMENT

WHEREAS, the Michael Bernstein Irrevocable Trust (the "Trust") was created and is held pursuant to that certain Trust Agreement for the Michael Bernstein Irrevocable Trust dated September 7, 2006, by and between Simon Bernstein, as Settlor, and Gerald R. Lewin, as the initial trustee (the "Trust Agreement");

WHEREAS, Gerald R. Lewin resigned as Trustee of the Trust and appointed Stanford Trust Company as his successor on September 5, 2007;

WHEREAS, Stanford Trust Company accepted it appointment as successor Trustee of the Trust on November 14, 2007;

WHEREAS, by Order of the Federal Court entered on April 23, 2009, in the matter entitled "Securities and Exchange Commission v. Stanford International Bank, Ltd., et al.," bearing Case Number 3-09CV0298-N in the United States District Court for the Northern District of Texas, Dallas Division (the "Federal Court"), Stanford Trust Company is deemed to have resigned or been removed as fiduciary for any and all fiduciary accounts, including the Trust;

WHEREAS, the Trust Agreement does not appoint or name a successor Trustee of the Trust as a result of Stanford Trust Company's ceasing to serve as Trustee;

WHEREAS, Section 5.3 of the Trust Agreement provides that "[w]henever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee";

WHEREAS, Michael Bernstein (born on March 12, 1992) is the beneficiary of the Trust, and it is his desire and intent to exercise his right and power under Section 5.3 of the Trust Agreement to appoint Oppenheimer Trust Company as the successor Trustee of the Trust;

WHEREAS, Oppenheimer Trust Company desires to be appointed as successor Trustee of the Trust;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT for and in consideration of the premises:

1. Michael Bernstein hereby exercises the right and power granted to him under Section 5.3 of the Trust Agreement and appoints Oppenheimer Trust Company as the successor Trustee of the Trust.

2. Oppenheimer Trust Company hereby acknowledges its appointment as successor Trustee of the Trust, confirms its acceptance of the Trust, and agrees to abide by all the terms and provisions of the Trust Agreement with respect to the Trust.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names on the dates indicated in the acknowledgments below. This instrument may be executed in multiple counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same instrument.

_____
Michael Bernstein

OPPENHEIMER TRUST COMPANY

By:_____
Name:
Title:

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2010, by Michael Bernstein.

_____
Notary Public, State of _____

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2010, by _____, _____ of Oppenheimer Trust Company, as the act and deed and on behalf of said entity.

_____
Notary Public, State of _____

LAW OFFICES
TESCHER & SPALLINA, P.A.

BOCA VILLAGE CORPORATE CENTER I
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FLORIDA 33431

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SUPPORT STAFF
DIANE DUSTIN
JOAN MAPILE
KIMBERLY MORAN
SUANN TESCHER

March 23, 2010

Personal & Confidential

VIA FEDERAL EXPRESS
Mr. Simon L. Bernstein
Life Insurance Concepts
950 Peninsula Corporate Circle
Suite 3010
Boca Raton, FL 33487

Re: Bernstein Family

Dear Si:

Enclosed are the Petitions to Appoint Successor Trustee (seven for the minor grandchildren) and the Appointments of Successor Trustee and Acceptance of Appointment (three for the adult grandchildren) for your grandchildren's trusts designating Oppenheimer Trust Company as successor Trustee to Stanford Trust Company. Please have these signed by the respective children and grandchildren, and return them to our office in the enclosed Federal Express envelope.

If you have any questions, please do not hesitate to contact me.

Sincerely,

ROBERT L. SPALLINA

RLS/km

Enclosures

cc: Christopher Prindle
Donald R. Tescher, Esq.

FedEx Shipment Receipt

Outbound Shipment

Address Information

Ship to:	Ship from:
Simon L. Bernstein	Kimberly Moran
TESCHER & SPALLINA	TESCHER & SPALLINA
950 PENINSULA CORPORATE CIR	4855 Technology Way
STE 3010	Suite 720
BOCA RATON, FL	BOCA RATON, FL
334871387	33431
US	US
5619888984	5619977008

Shipping Information

Tracking number: 793380315459
Date Created: 03/23/2010
Estimated shipping charges: 9.97

Package Information

Service type: Standard Overnight
Package type: FedEx Envelope
Number of packages: 1
Total weight: 1.0LBS
Declared value: 0.00 USD
Special Services: Process a Return Shipment
Pickup/Drop-off: Use an already scheduled pickup at my location

Billing Information

Bill transportation to: Sender
Your reference: Bernstein/11187.001
P.O. no.:
Invoice no.:
Department no.:

Return Shipment

Address Information

Ship to:	Ship from:
Kimberly Moran	Simon L. Bernstein
TESCHER & SPALLINA	Life Insurance Concepts
4855 Technology Way	950 PENINSULA CORPORATE CIR
Suite 720	STE 3010
BOCA RATON, FL	BOCA RATON, FL
33431	334871387
US	US
5619977008	5619888984

Shipping Information

Tracking number: 798500917002

Estimated shipping charges:

Package Information

Return label type: Print
Service type: Standard Overnight
Package type: FedEx Envelope
Number of packages: 1
RMA no.:
Total weight: 1LBS
Declared value: 0.00USD

Special Services:
Pickup/Drop-off: Use an already scheduled pickup at my location

Billing Information

Bill transportation to: Sender
Your reference: Bernstein/11187.002
P.O. no.:
Invoice no.:
Department no.:

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

In Re: MICHAEL A. BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006

PROBATE DIVISION
FILE NUMBER:

/

PETITION TO APPOINT SUCCESSOR TRUSTEE

Petitioner, TED S. BERNSTEIN, as parent and natural guardian of MICHAEL A. BERNSTEIN, the minor beneficiary of the MICHAEL A. BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006, alleges:

1. The MICHAEL A. BERNSTEIN IRREVOCABLE TRUST (the "Trust") was created and is held pursuant to that certain Trust Agreement for the MICHAEL A. BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006, by and between Simon Bernstein, as settlor, and Gerald R. Lewin, as the initial trustee (the "Trust Agreement").

2. On September 5, 2007, Gerald R. Lewin resigned as Trustee of the Trust and appointed Stanford Trust Company as successor Trustee.

3. On November 14, 2007, Stanford Trust Company accepted its appointment as successor Trustee of the Trust.

4. By Order of the United States District Court for the Northern District of Texas Dallas Division in *SEC v. Stanford International Bank, Ltd., et al*, Case No. 3-09CV0298-N, Stanford Trust Company is deemed to have resigned or been removed as fiduciary for any and all fiduciary accounts, including the Trust, and can no longer appoint its successor.

5. The Trust Agreement does not designate a successor Trustee to Stanford Trust Company.

6. Under § 736.0704(2) of the Florida Statutes, a vacancy in trusteeship must be filled if a trust has no remaining trustees.

7. Section 5.3 of the Trust Agreement provides that "[w]henever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee."

8. Ted S. Bernstein as parent and natural guardian of the Trust's beneficiary, Michael A. Bernstein, a minor born on March 12, 1992, desires to exercise Michael A. Bernstein's right and power under Section 5.3 of the Trust Agreement to appoint Oppenheimer Trust Company as the successor Trustee of the Trust.

9. Oppenheimer Trust Company desires to be appointed successor Trustee of the Trust.

WHEREFORE, the Petitioner respectfully requests that Oppenheimer Trust Company be appointed as successor Trustee of the Trust.

UNDER PENALTIES OF PERJURY, I declare that I have read the foregoing, and the facts alleged are true, to the best of my knowledge and belief.

Signed on _____, 2010.

_____
Ted S. Bernstein, Petitioner

_____
Robert L. Spallina, Esq.
Attorney for Petitioner
Florida Bar No. 497381
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Telephone: (561) 997-7008
Fax: (561) 997-7308

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

In Re: CARLY ESTHER FRIEDSTEIN IRREVOCABLE TRUST dated September 7, 2006

PROBATE DIVISION
FILE NUMBER:

_____/

PETITION TO APPOINT SUCCESSOR TRUSTEE

Petitioners, LISA FRIEDSTEIN and JEFF FRIEDSTEIN, as parents and natural guardians of CARLY ESTHER FRIEDSTEIN, the minor beneficiary of the CARLY ESTHER FRIEDSTEIN IRREVOCABLE TRUST dated September 7, 2006, allege:

1. The CARLY ESTHER FRIEDSTEIN IRREVOCABLE TRUST (the "Trust") was created and is held pursuant to that certain Trust Agreement for the CARLY ESTHER FRIEDSTEIN IRREVOCABLE TRUST dated September 7, 2006, by and between Simon Bernstein, as settlor, and Gerald R. Lewin, as the initial trustee (the "Trust Agreement").

2. On September 5, 2007, Gerald R. Lewin resigned as Trustee of the Trust and appointed Stanford Trust Company as successor Trustee.

3. On November 14, 2007, Stanford Trust Company accepted its appointment as successor Trustee of the Trust.

4. By Order of the United States District Court for the Northern District of Texas Dallas Division in *SEC v. Stanford International Bank, Ltd., et al*, Case No. 3-09CV0298-N, Stanford Trust Company is deemed to have resigned or been removed as fiduciary for any and all fiduciary accounts, including the Trust, and can no longer appoint its successor.

5. The Trust Agreement does not designate a successor Trustee to Stanford Trust Company.

6. Under § 736.0704(2) of the Florida Statutes, a vacancy in trusteeship must be filled if a trust has no remaining trustees.

7. Section 5.3 of the Trust Agreement provides that "[w]henever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee."

8. Lisa Friedstein and Jeff Friedstein as parents and natural guardians of the Trust's beneficiary, Carly Esther Friedstein, a minor born on February 17, 1998, desire to exercise Carly Esther Friedstein's right and power under Section 5.3 of the Trust

Agreement to appoint Oppenheimer Trust Company as the successor Trustee of the Trust.

9. Oppeinheimer Trust Company desires to be appointed successor Trustee of the Trust.

WHEREFORE, the Petitioners respectfully request that Oppenheimer Trust Company be appointed as successor Trustee of the Trust.

UNDER PENALTIES OF PERJURY, we declare that we have read the foregoing, and the facts alleged are true, to the best of our knowledge and belief.

Signed on _____, 2010.

_____
Lisa Friedstein, Petitioner

_____
Jeff Friedstein, Petitioner

Robert L. Spallina, Esq.
Attorney for Petitioner
Florida Bar No. 497381
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Telephone: (561) 997-7008
Fax: (561) 997-7308

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

In Re: DANIEL BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006

PROBATE DIVISION
FILE NUMBER:

_____/

PETITION TO APPOINT SUCCESSOR TRUSTEE

Petitioners, ELIOT BERNSTEIN and CANDICE BERNSTEIN, as parents and natural guardians of DANIEL BERNSTEIN, the minor beneficiary of the DANIEL BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006, allege:

1. The DANIEL BERNSTEIN IRREVOCABLE TRUST (the "Trust") was created and is held pursuant to that certain Trust Agreement for the DANIEL BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006, by and between Simon Bernstein, as settlor, and Traci Kratish as the initial trustee (the "Trust Agreement").

2. On September 12, 2007, Tracy Kratish resigned as Trustee of the Trust and appointed Stanford Trust Company as successor Trustee.

3. On November 14, 2007, Stanford Trust Company accepted its appointment as successor Trustee of the Trust.

4. By Order of the United States District Court for the Northern District of Texas Dallas Division in *SEC v. Stanford International Bank, Ltd., et al*, Case No. 3-09CV0298-N, Stanford Trust Company is deemed to have resigned or been removed as fiduciary for any and all fiduciary accounts, including the Trust, and can no longer appoint its successor.

5. The Trust Agreement does not designate a successor Trustee to Stanford Trust Company.

6. Under § 736.0704(2) of the Florida Statutes, a vacancy in trusteeship must be filled if a trust has no remaining trustees.

7. Section 5.3 of the Trust Agreement provides that "[w]henever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee."

8. Eliot Bernstein and Candice Berstein as parents and natural guardians of the Trust's beneficiary, Daniel Bernstein, a minor born on November 26, 2002, desire to exercise Daniel Bernstein's right and power under Section 5.3 of the Trust Agreement to appoint Oppenheimer Trust Company as the successor Trustee of the Trust.

9. Oppeinheimer Trust Company desires to be appointed successor Trustee of the Trust.

WHEREFORE, the Petitioners respectfully request that Oppenheimer Trust Company be appointed as successor Trustee of the Trust.

UNDER PENALTIES OF PERJURY, we declare that we have read the foregoing, and the facts alleged are true, to the best of our knowledge and belief.

Signed on _____, 2010.

_____
Eliot Bernstein, Petitioner

_____
Candice Bernstein, Petitioner

_____
Robert L. Spallina, Esq.
Attorney for Petitioner
Florida Bar No. 497381
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Telephone: (561) 997-7008
Fax: (561) 997-7308

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

In Re: JAKE BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006

PROBATE DIVISION
FILE NUMBER:

_____/

PETITION TO APPOINT SUCCESSOR TRUSTEE

Petitioners, ELIOT BERNSTEIN and CANDICE BERNSTEIN, as parents and natural guardians of JAKE BERNSTEIN, the minor beneficiary of the JAKE BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006, allege:

1. The JAKE BERNSTEIN IRREVOCABLE TRUST (the "Trust") was created and is held pursuant to that certain Trust Agreement for the JAKE BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006, by and between Simon Bernstein, as settlor, and Traci Kratish as the initial trustee (the "Trust Agreement").

2. On September 12, 2007, Tracy Kratish resigned as Trustee of the Trust and appointed Stanford Trust Company as successor Trustee.

3. On November 14, 2007, Stanford Trust Company accepted its appointment as successor Trustee of the Trust.

4. By Order of the United States District Court for the Northern District of Texas Dallas Division in *SEC v. Stanford International Bank, Ltd., et al*, Case No. 3-09CV0298-N, Stanford Trust Company is deemed to have resigned or been removed as fiduciary for any and all fiduciary accounts, including the Trust, and can no longer appoint its successor.

5. The Trust Agreement does not designate a successor Trustee to Stanford Trust Company.

6. Under § 736.0704(2) of the Florida Statutes, a vacancy in trusteeship must be filled if a trust has no remaining trustees.

7. Section 5.3 of the Trust Agreement provides that "[w]henever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee."

8. Eliot Bernstein and Candice Berstein as parents and natural guardians of the Trust's beneficiary, Jake Bernstein, a minor born on January 1, 1999, desire to exercise Jake Bernstein's right and power under Section 5.3 of the Trust Agreement to appoint Oppenheimer Trust Company as the successor Trustee of the Trust.

9. Oppeinheimer Trust Company desires to be appointed successor Trustee of the Trust.

WHEREFORE, the Petitioners respectfully request that Oppenheimer Trust Company be appointed as successor Trustee of the Trust.

UNDER PENALTIES OF PERJURY, we declare that we have read the foregoing, and the facts alleged are true, to the best of our knowledge and belief.

Signed on _____, 2010.

_____
Eliot Bernstein, Petitioner

_____
Candice Bernstein, Petitioner

_____
Robert L. Spallina, Esq.
Attorney for Petitioner
Florida Bar No. 497381
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Telephone: (561) 997-7008
Fax: (561) 997-7308

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

In Re: JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006

PROBATE DIVISION
FILE NUMBER:

_____/

PETITION TO APPOINT SUCCESSOR TRUSTEE

Petitioners, ELIOT BERNSTEIN and CANDICE BERNSTEIN, as parents and natural guardians of JOSHUA Z. BERNSTEIN, the minor beneficiary of the JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006, allege:

1. The JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST (the "Trust") was created and is held pursuant to that certain Trust Agreement for the JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006, by and between Simon Bernstein, as settlor, and Traci Kratish as the initial trustee (the "Trust Agreement").

2. On September 12, 2007, Tracy Kratish resigned as Trustee of the Trust and appointed Stanford Trust Company as successor Trustee.

3. On November 14, 2007, Stanford Trust Company accepted its appointment as successor Trustee of the Trust.

4. By Order of the United States District Court for the Northern District of Texas Dallas Division in *SEC v. Stanford International Bank, Ltd., et al*, Case No. 3-09CV0298-N, Stanford Trust Company is deemed to have resigned or been removed as fiduciary for any and all fiduciary accounts, including the Trust, and can no longer appoint its successor.

5. The Trust Agreement does not designate a successor Trustee to Stanford Trust Company.

6. Under § 736.0704(2) of the Florida Statutes, a vacancy in trusteeship must be filled if a trust has no remaining trustees.

7. Section 5.3 of the Trust Agreement provides that "[w]henever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee."

8. Eliot Bernstein and Candice Berstein as parents and natural guardians of the Trust's beneficiary, Joshua Z. Bernstein, a minor born on August 27, 1997, desire to exercise Joshua Z. Bernstein's right and power under Section 5.3 of the Trust Agreement to appoint Oppenheimer Trust Company as the successor Trustee of the Trust.

9. Oppeinheimer Trust Company desires to be appointed successor Trustee of the Trust.

WHEREFORE, the Petitioners respectfully request that Oppenheimer Trust Company be appointed as successor Trustee of the Trust.

UNDER PENALTIES OF PERJURY, we declare that we have read the foregoing, and the facts alleged are true, to the best of our knowledge and belief.

Signed on _____, 2010.

_____
Eliot Bernstein, Petitioner

_____
Candice Bernstein, Petitioner

_____
Robert L. Spallina, Esq.
Attorney for Petitioner
Florida Bar No. 497381
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Telephone: (561) 997-7008
Fax: (561) 997-7308

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

In Re: JULIA IANTONI IRREVOCABLE TRUST dated September 7, 2006

PROBATE DIVISION
FILE NUMBER:

_____/

PETITION TO APPOINT SUCCESSOR TRUSTEE

Petitioners, GUY IANTONI and JILL IANTONI, as parents and natural guardians of JULIA IANTONI, the minor beneficiary of the JULIA IANTONI IRREVOCABLE TRUST dated September 7, 2006, allege:

1. The JULIA IANTONI IRREVOCABLE TRUST (the "Trust") was created and is held pursuant to that certain Trust Agreement for the JULIA IANTONI IRREVOCABLE TRUST dated September 7, 2006, by and between Simon Bernstein, as settlor, and Gerald R. Lewin, as the initial trustee (the "Trust Agreement").

2. On September 5, 2007, Gerald R. Lewin resigned as Trustee of the Trust and appointed Stanford Trust Company as successor Trustee.

3. On November 14, 2007, Stanford Trust Company accepted its appointment as successor Trustee of the Trust.

4. By Order of the United States District Court for the Northern District of Texas Dallas Division in *SEC v. Stanford International Bank, Ltd., et al*, Case No. 3-09CV0298-N, Stanford Trust Company is deemed to have resigned or been removed as fiduciary for any and all fiduciary accounts, including the Trust, and can no longer appoint its successor.

5. The Trust Agreement does not designate a successor Trustee to Stanford Trust Company.

6. Under § 736.0704(2) of the Florida Statutes, a vacancy in trusteeship must be filled if a trust has no remaining trustees.

7. Section 5.3 of the Trust Agreement provides that "[w]henever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee."

8. Guy Iantoni and Jill Iantoni as parents and natural guardians of the Trust's beneficiary, Julia Iantoni, a minor born on January 7, 2001, desire to exercise Julia Iantoni's right and power under Section 5.3 of the Trust Agreement to appoint Oppenheimer Trust Company as the successor Trustee of the Trust.

9. Oppeinheimer Trust Company desires to be appointed successor Trustee of the Trust.

WHEREFORE, the Petitioners respectfully request that Oppenheimer Trust Company be appointed as successor Trustee of the Trust.

UNDER PENALTIES OF PERJURY, we declare that we have read the foregoing, and the facts alleged are true, to the best of our knowledge and belief.

Signed on _____, 2010.

_____
Guy Iantoni, Petitioner

_____
Jill Iantoni, Petitioner

_____
Robert L. Spallina, Esq.
Attorney for Petitioner
Florida Bar No. 497381
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Telephone: (561) 997-7008
Fax: (561) 997-7308

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

In Re: MAX FRIEDSTEIN IRREVOCABLE TRUST dated September 7, 2006

PROBATE DIVISION
FILE NUMBER:

_____/

PETITION TO APPOINT SUCCESSOR TRUSTEE

Petitioners, LISA FRIEDSTEIN and JEFF FRIEDSTEIN, as parents and natural guardians of MAX FRIEDSTEIN, the minor beneficiary of the MAX FRIEDSTEIN IRREVOCABLE TRUST dated September 7, 2006, allege:

1. The MAX FRIEDSTEIN IRREVOCABLE TRUST (the "Trust") was created and is held pursuant to that certain Trust Agreement for the MAX FRIEDSTEIN IRREVOCABLE TRUST dated September 7, 2006, by and between Simon Bernstein, as settlor, and Gerald R. Lewin, as the initial trustee (the "Trust Agreement").

2. On September 5, 2007, Gerald R. Lewin resigned as Trustee of the Trust and appointed Stanford Trust Company as successor Trustee.

3. On November 14, 2007, Stanford Trust Company accepted its appointment as successor Trustee of the Trust.

4. By Order of the United States District Court for the Northern District of Texas Dallas Division in *SEC v. Stanford International Bank, Ltd., et al*, Case No. 3-09CV0298-N, Stanford Trust Company is deemed to have resigned or been removed as fiduciary for any and all fiduciary accounts, including the Trust, and can no longer appoint its successor.

5. The Trust Agreement does not designate a successor Trustee to Stanford Trust Company.

6. Under § 736.0704(2) of the Florida Statutes, a vacancy in trusteeship must be filled if a trust has no remaining trustees.

7. Section 5.3 of the Trust Agreement provides that "[w]henever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee."

8. Lisa Friedstein and Jeff Friedstein as parents and natural guardians of the Trust's beneficiary, Max Friedstein, a minor born on January 30, 1996, desire to exercise Max Friedstein's right and power under Section 5.3 of the Trust Agreement to appoint Oppenheimer Trust Company as the successor Trustee of the Trust.

9. Oppeinheimer Trust Company desires to be appointed successor Trustee of the Trust.

WHEREFORE, the Petitioners respectfully request that Oppenheimer Trust Company be appointed as successor Trustee of the Trust.

UNDER PENALTIES OF PERJURY, we declare that we have read the foregoing, and the facts alleged are true, to the best of our knowledge and belief.

Signed on _____, 2010.

_____
Lisa Friedstein, Petitioner

_____
Jeff Friedstein, Petitioner

_____
Robert L. Spallina, Esq.
Attorney for Petitioner
Florida Bar No. 497381
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Telephone: (561) 997-7008
Fax: (561) 997-7308

THE ALEXANDRA L. BERNSTEIN IRREVOCABLE TRUST

APPOINTMENT OF SUCCESSOR TRUSTEE AND ACCEPTANCE OF APPOINTMENT

WHEREAS, the Alexandra L. Bernstein Irrevocable Trust (the "Trust") was created and is held pursuant to that certain Trust Agreement for the Alexandra L. Bernstein Irrevocable Trust dated September 7, 2006, by and between Simon Bernstein, as Settlor, and Gerald R. Lewin, as the initial trustee (the "Trust Agreement");

WHEREAS, Gerald R. Lewin resigned as Trustee of the Trust and appointed Stanford Trust Company as his successor on September 5, 2007;

WHEREAS, Stanford Trust Company accepted it appointment as successor Trustee of the Trust on November 14, 2007;

WHEREAS, by Order of the Federal Court entered on April 23, 2009, in the matter entitled "Securities and Exchange Commission v. Stanford International Bank, Ltd., et al.," bearing Case Number 3-09CV0298-N in the United States District Court for the Northern District of Texas, Dallas Division (the "Federal Court"), Stanford Trust Company is deemed to have resigned or been removed as fiduciary for any and all fiduciary accounts, including the Trust;

WHEREAS, the Trust Agreement does not appoint or name a successor Trustee of the Trust as a result of Stanford Trust Company's ceasing to serve as Trustee;

WHEREAS, Section 5.3 of the Trust Agreement provides that "[w]henever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee";

WHEREAS, Alexandra L. Bernstein (born on July 12, 1988) is the beneficiary of the Trust, and it is her desire and intent to exercise her right and power under Section 5.3 of the Trust Agreement to appoint Oppenheimer Trust Company as the successor Trustee of the Trust;

WHEREAS, Oppenheimer Trust Company desires to be appointed as successor Trustee of the Trust;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT for and in consideration of the premises:

1. Alexandra L. Bernstein hereby exercises the right and power granted to her under Section 5.3 of the Trust Agreement and appoints Oppenheimer Trust Company as the successor Trustee of the Trust.

2. Oppenheimer Trust Company hereby acknowledges its appointment as successor Trustee of the Trust, confirms its acceptance of the Trust, and agrees to abide by all the terms and provisions of the Trust Agreement with respect to the Trust.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names on the dates indicated in the acknowledgments below. This instrument may be executed in multiple counterparts, each of which shall constitute an original, but both of which, when taken together, shall constitute one and the same instrument.

_____
Alexandra L. Bernstein

OPPENHEIMER TRUST COMPANY

By:_____
Name:
Title:

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2010, by Alexandra L. Bernstein.

_____
Notary Public, State of _____

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2010, by _____, _____ of Oppenheimer Trust Company, as the act and deed and on behalf of said entity.

_____
Notary Public, State of _____

THE MOLLY N. SIMON IRREVOCABLE TRUST

APPOINTMENT OF SUCCESSOR TRUSTEE AND ACCEPTANCE OF APPOINTMENT

WHEREAS, the Molly N. Simon Irrevocable Trust (the "Trust") was created and is held pursuant to that certain Trust Agreement for the Molly N. Simon Irrevocable Trust dated September 7, 2006, by and between Simon Bernstein, as Settlor, and Gerald R. Lewin, as the initial trustee (the "Trust Agreement");

WHEREAS, Gerald R. Lewin resigned as Trustee of the Trust and appointed Stanford Trust Company as his successor on September 5, 2007;

WHEREAS, Stanford Trust Company accepted it appointment as successor Trustee of the Trust on November 14, 2007;

WHEREAS, by Order of the Federal Court entered on April 23, 2009, in the matter entitled "Securities and Exchange Commission v. Stanford International Bank, Ltd., et al.," bearing Case Number 3-09CV0298-N in the United States District Court for the Northern District of Texas, Dallas Division (the "Federal Court"), Stanford Trust Company is deemed to have resigned or been removed as fiduciary for any and all fiduciary accounts, including the Trust;

WHEREAS, the Trust Agreement does not appoint or name a successor Trustee of the Trust as a result of Stanford Trust Company's ceasing to serve as Trustee;

WHEREAS, Section 5.3 of the Trust Agreement provides that "[w]henever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee";

WHEREAS, Molly N. Simon (born on December 3, 1990) is the beneficiary of the Trust, and it is her desire and intent to exercise her right and power under Section 5.3 of the Trust Agreement to appoint Oppenheimer Trust Company as the successor Trustee of the Trust;

WHEREAS, Oppenheimer Trust Company desires to be appointed as successor Trustee of the Trust;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT for and in consideration of the premises:

1. Molly N. Simon hereby exercises the right and power granted to her under Section 5.3 of the Trust Agreement and appoints Oppenheimer Trust Company as the successor Trustee of the Trust.

2. Oppenheimer Trust Company hereby acknowledges its appointment as successor Trustee of the Trust, confirms its acceptance of the Trust, and agrees to abide by all the terms and provisions of the Trust Agreement with respect to the Trust.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names on the dates indicated in the acknowledgments below. This instrument may be executed in multiple counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same instrument.

_____
Molly N. Simon

OPPENHEIMER TRUST COMPANY

By:_____
Name:
Title:

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2010, by Molly N. Simon.

_____
Notary Public, State of _____

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2010, by _____, _____ of Oppenheimer Trust Company, as the act and deed and on behalf of said entity.

_____
Notary Public, State of _____

THE ERIC D. BERNSTEIN IRREVOCABLE TRUST

APPOINTMENT OF SUCCESSOR TRUSTEE AND ACCEPTANCE OF APPOINTMENT

WHEREAS, the Eric D. Bernstein Irrevocable Trust (the "Trust") was created and is held pursuant to that certain Trust Agreement for the Eric D. Bernstein Irrevocable Trust dated September 7, 2006, by and between Simon Bernstein, as Settlor, and Gerald R. Lewin, as the initial trustee (the "Trust Agreement");

WHEREAS, Gerald R. Lewin resigned as Trustee of the Trust and appointed Stanford Trust Company as his successor on September 5, 2007;

WHEREAS, Stanford Trust Company accepted it appointment as successor Trustee of the Trust on November 14, 2007;

WHEREAS, by Order of the Federal Court entered on April 23, 2009, in the matter entitled "Securities and Exchange Commission v. Stanford International Bank, Ltd., et al.," bearing Case Number 3-09CV0298-N in the United States District Court for the Northern District of Texas, Dallas Division (the "Federal Court"), Stanford Trust Company is deemed to have resigned or been removed as fiduciary for any and all fiduciary accounts, including the Trust;

WHEREAS, the Trust Agreement does not appoint or name a successor Trustee of the Trust as a result of Stanford Trust Company's ceasing to serve as Trustee;

WHEREAS, Section 5.3 of the Trust Agreement provides that "[w]henever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee";

WHEREAS, Eric D. Bernstein (born on July 6, 1989) is the beneficiary of the Trust, and it is his desire and intent to exercise his right and power under Section 5.3 of the Trust Agreement to appoint Oppenheimer Trust Company as the successor Trustee of the Trust;

WHEREAS, Oppenheimer Trust Company desires to be appointed as successor Trustee of the Trust;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT for and in consideration of the premises:

1. Eric D. Bernstein hereby exercises the right and power granted to him under Section 5.3 of the Trust Agreement and appoints Oppenheimer Trust Company as the successor Trustee of the Trust.

2. Oppenheimer Trust Company hereby acknowledges its appointment as successor Trustee of the Trust, confirms its acceptance of the Trust, and agrees to abide by all the terms and provisions of the Trust Agreement with respect to the Trust.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names on the dates indicated in the acknowledgments below. This instrument may be executed in multiple counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same instrument.

_____
Eric D. Bernstein

OPPENHEIMER TRUST COMPANY

By:_____
Name:
Title:

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2010, by Eric D. Bernstein.

_____
Notary Public, State of _____

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2010, by _____, _____ of Oppenheimer Trust Company, as the act and deed and on behalf of said entity.

_____
Notary Public, State of _____

Robert Spallina

From: margaret.brown@bakerbotts.com
Sent: Thursday, March 11, 2010 12:41 PM
To: Robert Spallina
Cc: christopher.prindle@opco.com; JCoker@fits-inc.com; S.Loomis-Price@bakerbotts.com
Subject: Bernstein/Friedstein/Simon/Iantoni Trusts
Attachments: Molly SimonAppointment of Successor Trustee HOU01 1130805 1.DOC; Eric BernsteinAppointment of Successor Trustee HOU01 1130812 1.DOC; Alexandra BernsteinAppointment of Successor Trustee HOU01 1130387 1.DOC

Robert -

Pursuant to matters discussed in our telephone conference on Tuesday with Chris Prindle of Oppenheimer Trust Company, I am attaching suggested forms of Appointment of Successor Trustee/Acceptance of Appointment instruments to be considered for the Molly N. Simon, Eric D. Bernstein, and Alexandra L. Bernstein Irrevocable Trusts. Please let me know your comments to these instruments.

We would appreciate your sending an advance draft of any filing you prepare in connection with the anticipated judicial proceeding for the appointment of a successor trustee for the remainder of the Bernstein/Friedstein/Iantoni Trusts to Ms. Stephanie Loomis-Price of our firm, for her review. Stephanie may be reached by telephone at 713-229-1801 or by email at stephanie.loomis-price@bakerbotts.com.

I may be reached by telephone at 713-229-1987, and by email at margaret.brown@bakerbotts.com.

Please let Stephanie or me know if you have any questions or require any further information.

Best Regards -

Maggie Brown

<<Molly SimonAppointment of Successor Trustee HOU01 1130805 1.DOC>> <<Eric BernsteinAppointment of Successor Trustee HOU01 1130812 1.DOC>> <<Alexandra BernsteinAppointment of Successor Trustee HOU01 1130387 1.DOC>>

IRS Circular 230 Disclaimer: To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

THE MOLLY N. SIMON IRREVOCABLE TRUST

APPOINTMENT OF SUCCESSOR TRUSTEE AND ACCEPTANCE OF APPOINTMENT

WHEREAS, the Molly N. Simon Irrevocable Trust (the "Trust") was created and is held pursuant to that certain Trust Agreement for the Molly N. Simon Irrevocable Trust dated September 7, 2006, by and between Simon Bernstein, as Settlor, and Gerald R. Lewin, as the initial trustee (the "Trust Agreement");

WHEREAS, Stanford Trust Company was the last previous serving Trustee of the Trust;

WHEREAS, by Order of the Federal Court entered on April 23, 2009, in the matter entitled "Securities and Exchange Commission v. Stanford International Bank, Ltd., et al.," bearing Case Number 3-09CV0298-N in the United States District Court for the Northern District of Texas, Dallas Division (the "Federal Court"), Stanford Trust Company is deemed to have resigned or been removed as fiduciary for any and all fiduciary accounts, including the Trust;

WHEREAS, Section 5.10 of the Trust Agreement provides that if Gerald R. Lewin resigns or ceases to serve as Trustee, then Larry V. Bishins is appointed as Trustee of the Trust;

WHEREAS, Larry V. Bishins does not wish to serve as Trustee of the Trust;

WHEREAS, the Trust Agreement does not appoint or name a successor Trustee of the Trust as a result of Stanford Trust Company's ceasing to serve as Trustee;

WHEREAS, Section 5.3 of the Trust Agreement provides that "[w]henever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee";

WHEREAS, Molly N. Simon (born on December 3, 1990) is the beneficiary of the Trust, and it is her desire and intent to exercise her right and power under Section 5.3 of the Trust Agreement to appoint Oppenheimer Trust Company as the successor Trustee of the Trust;

WHEREAS, Oppenheimer Trust Company desires to be appointed as successor Trustee of the Trust;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT for and in consideration of the premises:

1. Larry V. Bishins hereby declines to serve as successor Trustee of the Trust.

2. Molly N. Simon hereby exercises the right and power granted to her under Section 5.3 of the Trust Agreement and appoints Oppenheimer Trust Company as the successor Trustee of the Trust.

3. Oppenheimer Trust Company hereby acknowledges its appointment as successor Trustee of the Trust, confirms its acceptance of the Trust, and agrees to abide by all the terms and provisions of the Trust Agreement with respect to the Trust.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names on the dates indicated in the acknowledgments below. This instrument may be executed in multiple counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same instrument.

_____
Larry V. Bishins

_____
Molly N. Simon

OPPENHEIMER TRUST COMPANY

By:_____
Name:
Title:

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2010, by Larry V. Bishins.

_____
Notary Public, State of _____

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2010, by Molly N. Simon.

_____
Notary Public, State of _____

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2010, by _____, _____ of Oppenheimer Trust Company, as the act and deed and on behalf of said entity.

_____
Notary Public, State of _____

THE ERIC D. BERNSTEIN IRREVOCABLE TRUST

APPOINTMENT OF SUCCESSOR TRUSTEE AND ACCEPTANCE OF APPOINTMENT

WHEREAS, the Eric D. Bernstein Irrevocable Trust (the "Trust") was created and is held pursuant to that certain Trust Agreement for the Eric D. Bernstein Irrevocable Trust dated September 7, 2006, by and between Simon Bernstein, as Settlor, and Gerald R. Lewin, as the initial trustee (the "Trust Agreement");

WHEREAS, Stanford Trust Company was the last previous serving Trustee of the Trust;

WHEREAS, by Order of the Federal Court entered on April 23, 2009, in the matter entitled "Securities and Exchange Commission v. Stanford International Bank, Ltd., et al.," bearing Case Number 3-09CV0298-N in the United States District Court for the Northern District of Texas, Dallas Division (the "Federal Court"), Stanford Trust Company is deemed to have resigned or been removed as fiduciary for any and all fiduciary accounts, including the Trust;

WHEREAS, Section 5.10 of the Trust Agreement provides that if Gerald R. Lewin resigns or ceases to serve as Trustee, then Larry V. Bishins is appointed as Trustee of the Trust;

WHEREAS, Larry V. Bishins does not wish to serve as Trustee of the Trust;

WHEREAS, the Trust Agreement does not appoint or name a successor Trustee of the Trust as a result of Stanford Trust Company's ceasing to serve as Trustee;

WHEREAS, Section 5.3 of the Trust Agreement provides that "[w]henever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee";

WHEREAS, Eric D. Bernstein (born on July 6, 1989) is the beneficiary of the Trust, and it is his desire and intent to exercise his right and power under Section 5.3 of the Trust Agreement to appoint Oppenheimer Trust Company as the successor Trustee of the Trust;

WHEREAS, Oppenheimer Trust Company desires to be appointed as successor Trustee of the Trust;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT for and in consideration of the premises:

1. Larry V. Bishins hereby declines to serve as successor Trustee of the Trust.

2. Eric D. Bernstein hereby exercises the right and power granted to him under Section 5.3 of the Trust Agreement and appoints Oppenheimer Trust Company as the successor Trustee of the Trust.

3. Oppenheimer Trust Company hereby acknowledges its appointment as successor Trustee of the Trust, confirms its acceptance of the Trust, and agrees to abide by all the terms and provisions of the Trust Agreement with respect to the Trust.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names on the dates indicated in the acknowledgments below. This instrument may be executed in multiple counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same instrument.

_____
Larry V. Bishins

_____
Eric D. Bernstein

OPPENHEIMER TRUST COMPANY

By:_____
Name:
Title:

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2010, by Larry V. Bishins.

_____
Notary Public, State of _____

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2010, by Eric D. Bernstein.

_____
Notary Public, State of _____

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2010, by _____, _____ of Oppenheimer Trust Company, as the act and deed and on behalf of said entity.

_____
Notary Public, State of _____

THE ALEXANDRA L. BERNSTEIN IRREVOCABLE TRUST

APPOINTMENT OF SUCCESSOR TRUSTEE AND ACCEPTANCE OF APPOINTMENT

WHEREAS, the Alexandra L. Bernstein Irrevocable Trust (the "Trust") was created and is held pursuant to that certain Trust Agreement for the Alexandra L. Bernstein Irrevocable Trust dated September 7, 2006, by and between Simon Bernstein, as Settlor, and Gerald R. Lewin, as the initial trustee (the "Trust Agreement");

WHEREAS, Stanford Trust Company was the last previous serving Trustee of the Trust;

WHEREAS, by Order of the Federal Court entered on April 23, 2009, in the matter entitled "Securities and Exchange Commission v. Stanford International Bank, Ltd., et al.," bearing Case Number 3-09CV0298-N in the United States District Court for the Northern District of Texas, Dallas Division (the "Federal Court"), Stanford Trust Company is deemed to have resigned or been removed as fiduciary for any and all fiduciary accounts, including the Trust;

WHEREAS, the Trust Agreement does not appoint or name a successor Trustee of the Trust as a result of Stanford Trust Company's ceasing to serve as Trustee;

WHEREAS, Section 5.3 of the Trust Agreement provides that "[w]henever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee";

WHEREAS, Alexandra L. Bernstein (born on July 12, 1988) is the beneficiary of the Trust, and it is her desire and intent to exercise her right and power under Section 5.3 of the Trust Agreement to appoint Oppenheimer Trust Company as the successor Trustee of the Trust;

WHEREAS, Oppenheimer Trust Company desires to be appointed as successor Trustee of the Trust;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT for and in consideration of the premises:

1. Alexandra L. Bernstein hereby exercises the right and power granted to her under Section 5.3 of the Trust Agreement and appoints Oppenheimer Trust Company as the successor Trustee of the Trust.

2. Oppenheimer Trust Company hereby acknowledges its appointment as successor Trustee of the Trust, confirms its acceptance of the Trust, and agrees to abide by all the terms and provisions of the Trust Agreement with respect to the Trust.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names on the dates indicated in the acknowledgments below. This instrument may be executed in multiple counterparts, each of which shall constitute an original, but both of which, when taken together, shall constitute one and the same instrument.

_____
Alexandra L. Bernstein

OPPENHEIMER TRUST COMPANY

By:_____
Name:
Title:

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2010, by Alexandra L. Bernstein.

_____
Notary Public, State of _____

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2010, by _____, _____ of Oppenheimer Trust Company, as the act and deed and on behalf of said entity.

_____
Notary Public, State of _____

LAW OFFICES
TESCHER & SPALLINA, P.A.

BOCA VILLAGE CORPORATE CENTER I
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FLORIDA 33431

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SUPPORT STAFF
DIANE DUSTIN
JOAN MAPILE
KIMBERLY MORAN
SUANN TESCHER

July 1, 2010

VIA HAND DELIVERY
Christopher Prindle, CFA
Oppenheimer Trust Company
4855 Technology Way, 4th Floor
Boca Raton, FL 33431

Re: Shirley & Simon Bernstein - Grandchildren's Trusts Successor Trustee Appointments

Dear Chris:

Enclosed for your files are certified Final Orders on Petitions to Appoint Successor Trustee designating Oppenheimer Trust Company as Successor Trustee of the following trusts:

1. Daniel Bernstein Irrevocable Trust dated September 7, 2006
2. Carly Esther Friedstein Irrevocable Trust dated September 7, 2006
3. Jake Bernstein Irrevocable Trust dated September 7, 2006
4. Max Friedstein Irrevocable Trust dated September 7, 2006
5. Julie Iantoni Irrevocable Trust dated September 7, 2006
6. Joshua Z. Bernstein Irrevocable Trust dated September 7, 2006

Also enclosed in duplicate are the Acceptance by Successor Trustee for the trusts. Please have them executed and notarized in duplicate, keep one original set for your files, and return one fully executed set of originals to our office.

If you have any questions, please do not hesitate to contact me.

Sincerely,

ROBERT L. SPALLINA

RLS/km
Enclosures
cc: Margaret Brown (w/o enc.)
Simon Bernstein (w/o enc.)
Donald R. Tescher, Esq. (w/o enc.)

SHARON R. BOOK
PALM BEACH COUNTY
SOUTH CITY BRANCH
2010 JUL -8 AM 9:43

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

In Re: DANIEL BERNSTEIN IRREVOCABLE TRUST
TRUST dated September 7, 2006

PROBATE DIVISION
FILE NUMBER:
502010CP003123XXXXSB

_____/

FINAL ORDER ON PETITION TO APPOINT SUCCESSOR TRUSTEE

THIS CAUSE came before the Court on the Petition to Appoint Successor Trustee filed by ELIOT BERNSTEIN and CANDICE BERNSTEIN as parents and natural guardians of DANIEL BERNSTEIN, a minor, as sole beneficiary of the DANIEL BERNSTEIN IRREVOCABLE TRUST, and the Court, after reviewing the Petition, hearing argument of counsel, and being otherwise fully advised in the premises holds as follows:

(A) All parties are before this Court, either by appearance, waiver and consent, or representation by counsel.

(B) This Court has jurisdiction pursuant to Sections 736.0201 and 736.0202 of the Florida Statutes to grant the relief requested.

(C) Oppenheimer Trust Company is hereby appointed as successor Trustee of the DANIEL BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006.

Done and Ordered in Chambers at Palm Beach County, Florida this 8 day of July 2010.

CIRCUIT COURT JUDGE

STATE OF FLORIDA - PALM BEACH COUNTY
I hereby certify that the foregoing is a true copy of the record in my office.
THIS 8 DAY OF July, 2010
SHARON R. BOOK
CLERK & COMPTROLLER
By _____
DEPUTY CLERK

SHARON R. BOCK
PALM BEACH COUNTY
SOUTH CITY BRANCH
2010 JUL -8 AM 9:42

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

In Re: CARLY ESTHER FRIEDSTEIN IRREVOCABLE TRUST dated September 7, 2006

PROBATE DIVISION
FILE NUMBER: 502010CP003124XXXXSB

_____/

FINAL ORDER ON PETITION TO APPOINT SUCCESSOR TRUSTEE

THIS CAUSE came before the Court on the Petition to Appoint Successor Trustee filed by LISA FRIEDSTEIN and JEFF FRIEDSTEIN as parents and natural guardians of CARLY ESTHER FRIEDSTEIN, a minor, as sole beneficiary of the CARLY ESTHER FRIEDSTEIN IRREVOCABLE TRUST, and the Court, after reviewing the Petition, hearing argument of counsel, and being otherwise fully advised in the premises holds as follows:

(A) All parties are before this Court, either by appearance, waiver and consent, or representation by counsel.

(B) This Court has jurisdiction pursuant to Sections 736.0201 and 736.0202 of the Florida Statutes to grant the relief requested.

(C) Oppenheimer Trust Company is hereby appointed as successor Trustee of the CARLY ESTHER FRIEDSTEIN IRREVOCABLE TRUST dated September 7, 2006.

Done and Ordered in Chambers at Palm Beach County, Florida this 6 day of July 2010.

_____
CIRCUIT COURT JUDGE

STATE OF FLORIDA • PALM BEACH COUNTY
I hereby certify that the foregoing is a true copy of the record in my office.
THIS 8 DAY OF July, 20 10
SHARON R. BOCK
CLERK & COMPTROLLER
By _____
DEPUTY CLERK

SHARON R. BOCK
PALM BEACH COUNTY
SOUTH CITY BRANCH
2010 JUL -8 AM 9:43

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

In Re: JAKE BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006

PROBATE DIVISION
FILE NUMBER:
502010CP003125XXXXSB

_____/

FINAL ORDER ON PETITION TO APPOINT SUCCESSOR TRUSTEE

THIS CAUSE came before the Court on the Petition to Appoint Successor Trustee filed by ELIOT BERNSTEIN and CANDICE BERNSTEIN as parents and natural guardians of JAKE BERNSTEIN, a minor, as sole beneficiary of the JAKE BERNSTEIN IRREVOCABLE TRUST, and the Court, after reviewing the Petition, hearing argument of counsel, and being otherwise fully advised in the premises holds as follows:

(A) All parties are before this Court, either by appearance, waiver and consent, or representation by counsel.

(B) This Court has jurisdiction pursuant to Sections 736.0201 and 736.0202 of the Florida Statutes to grant the relief requested.

(C) Oppenheimer Trust Company is hereby appointed as successor Trustee of the JAKE BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006.

Done and Ordered in Chambers at Palm Beach County, Florida this 8 day of July 2010.

_____
CIRCUIT COURT JUDGE

STATE OF FLORIDA - PALM BEACH COUNTY
I hereby certify that the foregoing is a true copy of the record in my office.
THIS 8 DAY OF July, 2010
SHARON R. BOCK
CLERK & COMPTROLLER
By _____ DEPUTY CLERK

SHARON R. BOCK
PALM BEACH COUNTY
SOUTH CITY BRANCH
2010 JUL -8 AM 9:43

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

In Re: MAX FRIEDSTEIN IRREVOCABLE TRUST dated September 7, 2006

PROBATE DIVISION
FILE NUMBER:
502010 CP003126XXXXSB

_____/

FINAL ORDER ON PETITION TO APPOINT SUCCESSOR TRUSTEE

THIS CAUSE came before the Court on the Petition to Appoint Successor Trustee filed by LISA FRIEDSTEIN and JEFF FRIEDSTEIN as parents and natural guardians of MAX FRIEDSTEIN, a minor, as sole beneficiary of the MAX FRIEDSTEIN IRREVOCABLE TRUST, and the Court, after reviewing the Petition, hearing argument of counsel, and being otherwise fully advised in the premises holds as follows:

(A) All parties are before this Court, either by appearance, waiver and consent, or representation by counsel.

(B) This Court has jurisdiction pursuant to Sections 736.0201 and 736.0202 of the Florida Statutes to grant the relief requested.

(C) Oppenheimer Trust Company is hereby appointed as successor Trustee of the MAX FRIEDSTEIN IRREVOCABLE TRUST dated September 7, 2006.

Done and Ordered in Chambers at Palm Beach County, Florida this 8 day of July 2010.

_____
CIRCUIT COURT JUDGE

STATE OF FLORIDA - PALM BEACH COUNTY
I hereby certify that the foregoing is a true copy of the record in my office.
THIS 8 DAY OF July, 2010
SHARON R. BOCK
CLERK & COMPTROLLER
By _____
DEPUTY CLERK

SHARON R. BOCK
PALM BEACH COUNTY
SOUTH CITY BRANCH
2010 JUL -8 AM 9:43

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

In Re: JULIA IANTONI IRREVOCABLE TRUST dated September 7, 2006

PROBATE DIVISION
FILE NUMBER: 502010CP003127XXXXSB

/

FINAL ORDER ON PETITION TO APPOINT SUCCESSOR TRUSTEE

THIS CAUSE came before the Court on the Petition to Appoint Successor Trustee filed by GUY IANTONI and JILL IANTONI as parents and natural guardians of JULIA IANTONI, a minor, as sole beneficiary of the JULIA IANTONI IRREVOCABLE TRUST, and the Court, after reviewing the Petition, hearing argument of counsel, and being otherwise fully advised in the premises holds as follows:

(A) All parties are before this Court, either by appearance, waiver and consent, or representation by counsel.

(B) This Court has jurisdiction pursuant to Sections 736.0201 and 736.0202 of the Florida Statutes to grant the relief requested.

(C) Oppenheimer Trust Company is hereby appointed as successor Trustee of the JULIA IANTONI IRREVOCABLE TRUST dated September 7, 2006.

Done and Ordered in Chambers at Palm Beach County, Florida this 8 day of July 2010.

CIRCUIT COURT JUDGE

STATE OF FLORIDA - PALM BEACH COUNTY
I hereby certify that the foregoing is a true copy of the record in my office.
THIS 8 DAY OF July, 20 10
SHARON R. BOCK
CLERK & COMPTROLLER
By DEPUTY CLERK

SHARON R. BOCK
PALM BEACH COUNTY
SOUTH CITY BRANCH
2010 JUL -8 AM 9:43

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

In Re: JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006

PROBATE DIVISION
FILE NUMBER: 502010CP003128XXXXSB

/

FINAL ORDER ON PETITION TO APPOINT SUCCESSOR TRUSTEE

THIS CAUSE came before the Court on the Petition to Appoint Successor Trustee filed by ELIOT BERNSTEIN and CANDICE BERNSTEIN as parents and natural guardians of JOSHUA Z. BERNSTEIN, a minor, as sole beneficiary of the JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST, and the Court, after reviewing the Petition, hearing argument of counsel, and being otherwise fully advised in the premises holds as follows:

(A) All parties are before this Court, either by appearance, waiver and consent, or representation by counsel.

(B) This Court has jurisdiction pursuant to Sections 736.0201 and 736.0202 of the Florida Statutes to grant the relief requested.

(C) Oppenheimer Trust Company is hereby appointed as successor Trustee of the JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006.

Done and Ordered in Chambers at Palm Beach County, Florida this 8 day of July 2010.

CIRCUIT COURT JUDGE

STATE OF FLORIDA • PALM BEACH COUNTY
I hereby certify that the foregoing is a true copy of the record in my office.
THIS 8 DAY OF July, 2010
SHARON R. BOCK
CLERK & COMPTROLLER
By _____ DEPUTY CLERK

ACCEPTANCE BY SUCCESSOR TRUSTEE

THE UNDERSIGNED, pursuant to the FINAL ORDER ON PETITION TO APPOINT SUCCESSOR TRUSTEE dated July 8, 2010, by the Circuit Court for Palm Beach County, South Palm Beach County Division, in the matter of the DANIEL BERNSTEIN IRREVOCABLE TRUST DATED SEPTEMBER 7, 2006, Case No. 502010CP003123XXXXSB, does hereby accept its appointment as Successor Trustee of the DANIEL BERNSTEIN IRREVOCABLE TRUST, dated September 7, 2006, and hereby agrees to administer said Trust in accordance with the terms contained therein, effective immediately.

IN WITNESS WHEREOF, THE UNDERSIGNED has executed this Acceptance by Successor Trustee on this _____ day of _____, 2010.

Witnesses:

OPPENHEIMER TRUST COMPANY

_____

Print Name:_____

By:_____

Its:_____

_____

Print Name:_____

STATE OF FLORIDA

SS

COUNTY OF PALM BEACH

THE FOREGOING was acknowledged before me this _____ day of July, 2010, by _____ as _____ of OPPENHEIMER TRUST COMPANY.

_____

Signature - Notary Public

_____

Print, type or stamp name of Notary Public

☐ Personally Known

☐ Produced Identification/Type of Identification Produced _____

N:\WPDATA\drt\Bernstein, Shirley & Simon\Grandchildren's Trusts Successor Trustee Appointments\Acceptance as Trustee for Daniel Bernstein wpd

ACCEPTANCE BY SUCCESSOR TRUSTEE

THE UNDERSIGNED, pursuant to the FINAL ORDER ON PETITION TO APPOINT SUCCESSOR TRUSTEE dated July 8, 2010, by the Circuit Court for Palm Beach County, South Palm Beach County Division, in the matter of the CARLY ESTHER FRIEDSTEIN IRREVOCABLE TRUST DATED SEPTEMBER 7, 2006, Case No. 502010CP003124XXXXSB, does hereby accept its appointment as Successor Trustee of the CARLY ESTHER FRIEDSTEIN IRREVOCABLE TRUST, dated September 7, 2006, and hereby agrees to administer said Trust in accordance with the terms contained therein, effective immediately.

IN WITNESS WHEREOF, THE UNDERSIGNED has executed this Acceptance by Successor Trustee on this _____ day of _____, 2010.

Witnesses:

OPPENHEIMER TRUST COMPANY

_____

Print Name:_____

By:_____

Its:_____

_____

Print Name:_____

STATE OF FLORIDA

SS

COUNTY OF PALM BEACH

THE FOREGOING was acknowledged before me this _____ day of July, 2010, by _____ as _____ of OPPENHEIMER TRUST COMPANY.

_____

Signature - Notary Public

_____

Print, type or stamp name of Notary Public

☐ Personally Known

☐ Produced Identification/Type of Identification Produced _____

N:\WPDATA\drt\Bernstein, Shirley & Simon\Grandchildren's Trusts Successor Trustee Appointments\Acceptance as Trustee for Carly Esther Friedstein wpd

ACCEPTANCE BY SUCCESSOR TRUSTEE

THE UNDERSIGNED, pursuant to the FINAL ORDER ON PETITION TO APPOINT SUCCESSOR TRUSTEE dated July 8, 2010, by the Circuit Court for Palm Beach County, South Palm Beach County Division, in the matter of the JAKE BERNSTEIN IRREVOCABLE TRUST DATED SEPTEMBER 7, 2006, Case No. 502010CP003125XXXXSB, does hereby accept its appointment as Successor Trustee of the JAKE BERNSTEIN IRREVOCABLE TRUST, dated September 7, 2006, and hereby agrees to administer said Trust in accordance with the terms contained therein, effective immediately.

IN WITNESS WHEREOF, THE UNDERSIGNED has executed this Acceptance by Successor Trustee on this _____ day of _____, 2010.

Witnesses:

OPPENHEIMER TRUST COMPANY

_____

Print Name:_____

By:_____

Its:_____

_____

Print Name:_____

STATE OF FLORIDA

SS

COUNTY OF PALM BEACH

THE FOREGOING was acknowledged before me this _____ day of July, 2010, by _____ as _____ of OPPENHEIMER TRUST COMPANY.

_____

Signature - Notary Public

_____

Print, type or stamp name of Notary Public

☐ Personally Known

☐ Produced Identification/Type of Identification Produced _____

N:\WPDATA\drt\Bernstein, Shirley & Simon\Grandchildren's Trusts Successor Trustee Appointments\Acceptance as Trustee for Jake Bernstein.wpd

ACCEPTANCE BY SUCCESSOR TRUSTEE

THE UNDERSIGNED, pursuant to the FINAL ORDER ON PETITION TO APPOINT SUCCESSOR TRUSTEE dated July 8, 2010, by the Circuit Court for Palm Beach County, South Palm Beach County Division, in the matter of the MAX FRIEDSTEIN IRREVOCABLE TRUST DATED SEPTEMBER 7, 2006, Case No. 502010CP003126XXXXSB, does hereby accept its appointment as Successor Trustee of the MAX FRIEDSTEIN IRREVOCABLE TRUST, dated September 7, 2006, and hereby agrees to administer said Trust in accordance with the terms contained therein, effective immediately.

IN WITNESS WHEREOF, THE UNDERSIGNED has executed this Acceptance by Successor Trustee on this _____ day of _____, 2010.

Witnesses:

OPPENHEIMER TRUST COMPANY

_____

Print Name:_____

By:_____

Its:_____

_____

Print Name:_____

STATE OF FLORIDA

SS

COUNTY OF PALM BEACH

THE FOREGOING was acknowledged before me this _____ day of July, 2010, by _____ as _____ of OPPENHEIMER TRUST COMPANY.

_____

Signature - Notary Public

_____

Print, type or stamp name of Notary Public

☐ Personally Known

☐ Produced Identification/Type of Identification Produced _____

N:\WPDATA\drt\Bernstein, Shirley & Simon\Grandchildren's Trusts Successor Trustee Appointments\Acceptance as Trustee for Max Friedstein wpd

ACCEPTANCE BY SUCCESSOR TRUSTEE

THE UNDERSIGNED, pursuant to the FINAL ORDER ON PETITION TO APPOINT SUCCESSOR TRUSTEE dated July 8, 2010, by the Circuit Court for Palm Beach County, South Palm Beach County Division, in the matter of the JULIE IANTONI IRREVOCABLE TRUST DATED SEPTEMBER 7, 2006, Case No. 502010CP003127XXXXSB, does hereby accept its appointment as Successor Trustee of the JULIE IANTONI IRREVOCABLE TRUST, dated September 7, 2006, and hereby agrees to administer said Trust in accordance with the terms contained therein, effective immediately.

IN WITNESS WHEREOF, THE UNDERSIGNED has executed this Acceptance by Successor Trustee on this _____ day of _____, 2010.

Witnesses:

OPPENHEIMER TRUST COMPANY

_____

Print Name:_____

By:_____

Its:_____

_____

Print Name:_____

STATE OF FLORIDA

SS

COUNTY OF PALM BEACH

THE FOREGOING was acknowledged before me this _____ day of July, 2010, by _____ as _____ of OPPENHEIMER TRUST COMPANY.

_____

Signature - Notary Public

_____

Print, type or stamp name of Notary Public

☐ Personally Known

☐ Produced Identification/Type of Identification Produced _____

N:\WPDATA\drt\Bernstein, Shirley & Simon\Grandchildren's Trusts Successor Trustee Appointments\Acceptance as Trustee for Julie Iantoni.wpd

ACCEPTANCE BY SUCCESSOR TRUSTEE

THE UNDERSIGNED, pursuant to the FINAL ORDER ON PETITION TO APPOINT SUCCESSOR TRUSTEE dated July 8, 2010, by the Circuit Court for Palm Beach County, South Palm Beach County Division, in the matter of the JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST DATED SEPTEMBER 7, 2006, Case No. 502010CP003128XXXXSB, does hereby accept its appointment as Successor Trustee of the JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST, dated September 7, 2006, and hereby agrees to administer said Trust in accordance with the terms contained therein, effective immediately.

IN WITNESS WHEREOF, THE UNDERSIGNED has executed this Acceptance by Successor Trustee on this _____ day of _____, 2010.

Witnesses:

OPPENHEIMER TRUST COMPANY

_____

Print Name:_____

By:_____

Its:_____

_____

Print Name:_____

STATE OF FLORIDA

SS

COUNTY OF PALM BEACH

THE FOREGOING was acknowledged before me this _____ day of July, 2010, by _____ as _____ of OPPENHEIMER TRUST COMPANY.

_____

Signature - Notary Public

_____

Print, type or stamp name of Notary Public

☐ Personally Known

☐ Produced Identification/Type of Identification Produced _____

N:\WPDATA\drt\Bernstein, Shirley & Simon\Grandchildren's Trusts Successor Trustee Appointments\Acceptance as Trustee for Joshua Bernstein.wpd

Robert Spallina

From: margaret.brown@bakerbotts.com
Sent: Thursday, July 08, 2010 3:25 PM
To: Robert Spallina
Cc: jcoker@fits-inc.com; Lauren Galvani
Subject: RE: Acceptance by Successor Trustee

Yes, then we would prefer originals.

Thanks so much -

Maggie

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Thursday, July 08, 2010 2:16 PM
To: Brown, Margaret
Cc: jcoker@fits-inc.com; GalvanLauren i
Subject: RE: Acceptance by Successor Trustee

Good catch Maggie. We will make the change and get everything to you as soon as they are available. Do you want originals of the acceptance documents from Oppenheimer? They will not be file-stamped from the court.

Thanks,

Robert L. Spallina, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
E-mail: rspallina@tescherspallina.com

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From: margaret.brown@bakerbotts.com [mailto:margaret.brown@bakerbotts.com]
Sent: Thursday, July 08, 2010 2:42 PM
To: Robert Spallina
Cc: jcoker@fits-inc.com
Subject: Acceptance by Successor Trustee

Robert -

My only comment to the Acceptance instrument is to suggest revising the words "I have" in the line beginning with "IN WITNESS WHEREOF, . . ." instead to "the undersigned has".

We would appreciate receiving file-stamped executed copies of the Acceptance instruments (as well as the related Orders) for our files.

Please let me know if you have any questions, and thank you for your assistance.

Maggie Brown
713-229-1987

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Thursday, July 08, 2010 11:12 AM
To: Brown, Margaret
Subject: FW: Acceptance by Successor Trustee

Maggie – we did get all the orders signed today. Please approve the attached form of acceptance for Oppenheimer to sign in connection with the six trusts. Each of the documents will be identical except for the case number and trust name. Thank you

Robert L. Spallina, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
E-mail: rspallina@tescherspallina.com

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From: Lauren Galvani
Sent: Thursday, July 08, 2010 12:04 PM
To: Robert Spallina
Subject: Acceptance by Successor Trustee

Lauren A. Galvani, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
E-mail: lgalvani@tescherspallina.com

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Robert Spallina

From: margaret.brown@bakerbotts.com
Sent: Tuesday, July 06, 2010 4:38 PM
To: Robert Spallina
Cc: jcoker@fits-inc.com
Subject: Stanford Trust Company - Simon Bernstein Grandchildren's Trusts

Robert -

I appreciate your sending us the attached Petitions. I do have one question: each of the trust agreements provides that if the initial trustee of the particular trust ceases to serve, then Mr. Larry V. Bishins is appointed as successor trustee. Is there an instrument on file whereby Mr. Bishins has previously waived his right to serve as a successor trustee?

When the Orders appointing Oppenheimer have been entered by the court, we would appreciate your sending us file-stamped copies, together with filed-stamped copies of Oppenheimer's acceptance of its appointments.

Also, I believe at this point there are four adult Bernstein grandchildren: Michael A. Bernstein, Alexandra L. Bernstein, Eric D. Bernstein, and Molly N. Simon. I had previously prepared suggested documents providing for Alexandra, Eric and Molly (at the time Michael not having yet reached the age of 18) to appoint the successor trustee of his or her trust in accordance with the terms of his or her trust agreement. Can you tell me the status of the execution of these (or similar) documents? Also, are you going to prepare a similar appointment document for Michael?

Thank you for your assistance. If you have any questions, please call or email me.

Best Regards -

Maggie Brown
713-229-1987

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Thursday, July 01, 2010 9:14 AM
To: Brown, Margaret
Subject: Bernstein

Dear Margaret -- we finally received the last of the signed petitions for the minor grandchildren and will be walking through the petitions next week to get the orders designating Oppenheimer as successor Trustee to Stanford. Attached are copies of the signed petitions we are filing for your records.

Pursuant to the provisions of Internal Revenue Service Circular 230 that apply to written advice provided by Federal tax practitioners, please be advised (a) that if any advice herein relating to a Federal tax issue would, but for this disclaimer, constitute a "reliance opinion" within the meaning of Circular 230, such advice is not intended or written to be used, and cannot be used by the affected taxpayer, for the purpose of avoiding penalties that may be imposed on the taxpayer, and (b) any written statement contained herein relating to any Federal tax issue may not be used by any person to support the promotion or marketing of, or to recommend, any Federal tax transaction(s) or matter(s) addressed herein. We would be happy to discuss the effect of this disclaimer, and alternatives to this disclaimer, with you if desired.

Robert L. Spallina, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
E-mail: rspallina@tescherspallina.com

7/7/2010

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7/7/2010

TRUST AGREEMENT

FOR THE

MOLLY N. SIMON IRREVOCABLE TRUST

September 7, 2006

TRUST AGREEMENT

FOR THE

MOLLY N. SIMON IRREVOCABLE TRUST

SIMON BERNSTEIN, as Settlor, hereby creates the Molly N. Simon Irrevocable Trust ("the Trust") on September 7, 2006. Gerald R. Lewin is the trustee of this Trust and, in that capacity, he and his successors are collectively referred to in this Trust Agreement as the "Trustee."

ARTICLE 1
BENEFICIARY

This Trust is for the benefit of the Settlor's Grandchild, MOLLY N. SIMON ("Beneficiary").

ARTICLE 2
TRANSFERS TO TRUST

The Settlor hereby conveys to the Trustee all his interest in the assets listed on Schedule A, which together with any assets later added to this Trust are referred to as the "Trust Estate." Any person may transfer assets to the Trust Estate, if the Trustee agrees to accept them. Assets do not have to be listed on Schedule A to be part of the Trust Estate. Unless otherwise specified in writing at the time of the transfer, those assets will be held as provided in this Trust Agreement. The Trustee acknowledges receipt of the current Trust assets and agrees to hold the Trust Estate as set forth in this Trust Agreement.

ARTICLE 3
IRREVOCABLE PROVISION

The Settlor declares that he has no right to alter, amend, modify, or revoke this Trust Agreement; to withdraw assets from the Trust; or to require changes in the investments of the Trust. No part of the Trust may ever revert to the Settlor, be used for his benefit, or be distributed in discharge of his legal obligations.

ARTICLE 4
ADMINISTRATION OF TRUST

The Trustee shall hold, administer, and distribute the Trust Estate in accordance with the powers granted under this Trust Agreement as follows:

4.1 Discretionary Distributions. The Trustee shall pay or apply such sums of principal from this Trust as in the Trustee's discretion are necessary or advisable for Beneficiary's health, education, support, and maintenance.

4.2 Distribution of Principal. When Beneficiary has reached age 21, the trustee shall distribute one-half (½) of the corpus of trust to Beneficiary plus accrued income. When Beneficiary has reached age 25 the Trustee shall distribute the entire remaining principal balance of the corpus of the trust to Beneficiary plus accrued income.

4.3 Distribution Upon Death Before Age 25. Upon the death of Beneficiary prior to age 25, the Trustee shall distribute the remaining assets in the trust to the estate of Beneficiary.

ARTICLE 5
PROVISIONS GOVERNING TRUSTEES

The following provisions apply to all Trustees appointed under this Trust Agreement:

5.1 Incapacity of Trustee. If any Trustee becomes disabled, he or she will immediately cease to act as Trustee. If a Trustee who ceases to serve because of a disability, or who is suspended, thereafter recovers from that disability or consents to the release of relevant medical information, he or she may elect to become a Trustee again by giving written notice to the then serving Trustee, and the last Trustee who undertook to serve will then cease to be a Trustee until another successor Trustee is required.

5.2 Resignation. Any Trustee may resign by giving 30 days' written notice delivered personally or by mail to any then serving Co-Trustee and to the Settlor if he is then living and not disabled; otherwise to the next named successor Trustee, or if none, to the persons having power to appoint successor Trustees.

5.3 Power to Name Other Trustees. Whenever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee. The appointment will be by a written document (including a testamentary instrument) delivered to the appointed Trustee. In no event may the Settlor ever be appointed as the Trustee under this Trust Agreement nor shall a Successor trustee be appointed that will cause this trust to be a grantor trust.

5.4 Powers of Successor Trustees. Successor Trustees will have all powers granted to the original Trustee, except that only an Independent Trustee will succeed to the powers vested exclusively in the Independent Trustee.

5.5 Accountings. Accountings must be given to the beneficiary of each trust at least annually (quarterly if a Corporate Trustee is serving). The accountings must show the assets held in trust and all receipts and disbursements. A beneficiary's written approval of an accounting will be final and binding upon that beneficiary and all persons represented by him or her as to all matters disclosed in that accounting. In any event, if a beneficiary fails to object to an accounting within six months of receiving it, his or her approval is conclusively presumed. A successor Trustee may require the prior Trustee to render a full and final accounting.

5.6 Acts by Other Fiduciaries. The Trustee is not required to question any acts or failures to act of the fiduciary of any other trust or estate, and will not be liable for any prior fiduciary's acts or failures to act. The Trustee can require a beneficiary who requests an examination of another fiduciary's actions or omissions to advance all costs and fees incurred in the examination, and if the beneficiary does not, the Trustee may elect not to proceed or may proceed and offset those costs and fees directly against any payment that would otherwise be made to that beneficiary.

5.7 Court Supervision. The Settlor waives compliance by the Trustee with any law requiring bond, registration, qualification, or accounting to any court.

5.8 Compensation. Each Trustee is entitled to be paid reasonable compensation for services rendered in the administration of the Trust. Reasonable compensation for a Corporate Trustee will be its published fee schedule in effect when its services are rendered unless otherwise agreed in writing, and except as follows. Any fees paid to a Corporate Trustee for making principal distributions, for termination of the trust, and upon termination of its services must be based solely on the value of its services rendered, not on the value of the trust principal. During the Settlor's lifetime the Trustee's fees are to be charged wholly against income (to the extent sufficient), unless directed otherwise by the Settlor in writing.

5.9 Indemnity. Any Trustee who ceases to serve for any reason will be entitled to receive (and the continuing Trustee shall make suitable arrangements to provide) reasonable indemnification and security to protect and hold that Trustee harmless from any damage or liability of any nature that may be imposed upon it because of its actions or omissions while serving as Trustee. This protection, however, does not extend to a Trustee's negligent actions or omissions that clearly and demonstrably result in damage or liability. A prior Trustee may enforce these provisions against the current Trustee or against any assets held in the Trust, or if the prior Trustee is an individual, against any beneficiary to the extent of distributions received by that beneficiary. This indemnification right will extend to the estate, personal representatives, legal successors, and assigns of a Trustee.

5.10 Successor Trustee. In the event the initial Trustee, Gerald R. Lewin, resigns or ceases to serve as Trustee, then and in that event, I hereby appoint Larry V. Bishins to serve as Trustee.

ARTICLE 6
PROTECTION OF INTERESTS

The interest of any beneficiary under this Trust Agreement, in either income or principal, may not be anticipated, alienated, or in any other manner assigned by the beneficiary, whether voluntarily or involuntarily, and will not be subject to any legal process, bankruptcy proceedings, or the interference or control of the beneficiary's creditors or others.

ARTICLE 7
FIDUCIARY POWERS

The Settlor grants to the Trustee full power to deal freely with any property in the Trust. The Trustee may exercise these powers independently and without the approval of any court. No person dealing with the Trustee need inquire into the propriety of any of its actions or into the application of any funds or assets. The Trustee shall, however, exercise all powers in a fiduciary capacity for the best interest of the beneficiary of this Trust or any trust created under it. Without limiting the generality of the foregoing, the Trustee is given the following discretionary powers in addition to any other powers conferred by law:

7.1 Type of Assets. Except as otherwise provided to the contrary, to hold funds uninvested for such periods as the Trustee deems prudent, and to invest in any assets the Trustee deems advisable even though they are not technically recognized or specifically listed in so-called "legal lists," without responsibility for depreciation or loss on account of those investments, or because those investments are non-productive, as long as the Trustee acts in good faith.

7.2 Original Assets. Except as otherwise provided to the contrary, to retain the original assets it receives for as long as it deems best, and to dispose of those assets when it deems advisable, even though such assets, because of their character or lack of diversification, would otherwise be considered improper investments for the Trustee.

7.3 Tangible Personal Property. To receive and hold tangible personal property; to pay or refrain from paying storage and insurance charges for such property; and to permit any beneficiaries to use such property without either the Trustee or beneficiaries incurring any liability for wear, tear, and obsolescence of the property.

7.4 Specific Securities. To invest in assets, securities, or interests in securities of any nature, including (without limit) commodities, options, futures, precious metals, currencies, and in domestic and foreign markets and in mutual or investment funds, including funds for which the Trustee or any affiliate performs services for additional fees, whether as custodian, transfer agent, investment advisor or otherwise, or in securities distributed, underwritten, or issued by the Trustee or by syndicates of which it is a member; to trade on credit or margin accounts (whether secured or unsecured); and to pledge assets of the Trust Estate for that purpose.

7.5 Property Transactions. To buy, sell, pledge, exchange, or lease any real or personal property, publicly or privately, for cash or credit, without court approval and upon the terms and conditions that the Trustee deems advisable; to execute deeds, leases, contracts, bills of sale, notes, mortgages, security instruments, and other written instruments; to abandon or dispose of any real or personal property in the Trust which has little or no monetary or useful value; to improve, repair, insure, subdivide and vacate any property; to erect, alter or demolish buildings; to adjust boundaries; and to impose easements, restrictions, and covenants as the Trustee sees fit. A lease will be valid and binding for its full term even if it extends beyond the full duration of the Trust.

7.6 Borrow Money. To borrow money from any source (including the Trustee in its nonfiduciary capacity), to guarantee indebtedness, and to secure the loan or guaranty by mortgage or other security interest.

7.7 Maintain Assets. To expend whatever funds it deems proper for the preservation, maintenance, or improvement of assets. The Trustee in its discretion may elect any options or settlements or exercise any rights under all insurance policies that it holds. However, no fiduciary who is the insured of any insurance policy held in the Trust may exercise any rights or have any incidents of ownership with respect to the policy, including the power to change the beneficiary, to surrender or cancel the policy, to assign the policy, to revoke any assignment, to pledge the policy for a loan, or to obtain from the insurer a loan against the surrender value of the policy. All such power is to be exercised solely by the remaining Trustee, if any, or if none, by a special fiduciary appointed for that purpose by a court having jurisdiction.

7.8 Advisors. To employ and compensate attorneys, accountants, advisors, financial consultants, managers, agents, and assistants (including any individual or entity who provides investment advisory or management services, or who furnishes professional assistance in making investments for the Trust) without liability for any act of those persons, if they are selected and retained with reasonable care. Fees may be paid from the Trust Estate even if the services were rendered in connection with ancillary proceedings.

7.9 Indirect Distributions. To make distributions, whether of principal or income, to any person under age 21 or to any incapacitated person according to the terms

of this Trust Agreement by making distributions directly to that person whether or not that person has a guardian; to the parent, guardian, or spouse of that person; to a custodial account established by the Trustee or others for that person under an applicable Uniform Gift to Minors Act or Uniform Transfers to Minors Act; to any adult who resides in the same household with that person or who is otherwise responsible for the care and well-being of that person; or by applying any distribution for the benefit of that person in any manner the Trustee deems proper. The receipt of the person to whom payment is made will constitute full discharge of the Trustee with respect to that payment. No distributions may be made to the Settlor under this Section.

7.10 Non-Pro Rata Distribution. To make any division or distribution in money or in kind, or both, without allocating the same kind of property to all shares or distributees, and without regard to the income tax basis of the property. Any division will be binding and conclusive on all parties.

7.11 Nominee. Except as prohibited by law, to hold any assets in the name of a nominee without disclosing the fiduciary relationship; to hold the property unregistered, without affecting its liability; and to hold securities endorsed in blank, in street certificates, at a depository trust company, or in a book entry system.

7.12 Custodian. To employ a custodian or agent ("the Custodian") located anywhere within the United States, at the discretion of the Trustee but at the expense of the Trust, whether or not such Custodian is an affiliate of the Trustee or any person rendering services to the Trust; to register securities in the name of the Custodian or a nominee thereof without designation of fiduciary capacity; and to appoint the Custodian to perform such other ministerial functions as the Trustee may direct. While such securities are in the custody of the Custodian, the Trustee will be under no obligation to inspect or verify such securities nor will the Trustee be responsible for any loss by the Custodian.

7.13 Settle Claims. To contest, compromise, arbitrate, or otherwise adjust claims in favor of or against the Trust, to agree to any rescission or modification of any contract or agreement, and to refrain from instituting any suit or action unless indemnified for reasonable costs and expenses.

7.14 Corporate Rights. To vote and exercise any option, right, or privilege to purchase or to convert bonds, notes, stock (including shares or fractional shares of stock of any Corporate Trustee), securities, or other property; to borrow money for the purpose of exercising any such option, right, or privilege; to delegate those rights to an agent; to enter into voting trusts and other agreements or subscriptions; to participate in any type of liquidation or reorganization of any enterprise; and to write and sell covered call options, puts, calls, straddles, or other methods of buying or selling securities, as well as all related transactions.

7.15 Partnership Interests. To hold interests in sole proprietorships, general or limited partnerships, joint ventures, business trusts, land trusts, limited liability companies, and other domestic and foreign forms of organizations; and to exercise all rights in connection with such interests as the Trustee deems appropriate, including any powers applicable to a non-admitted transferee of any such interest.

7.16 Self-Dealing. To exercise all its powers even though it may also be acting individually or on behalf of any other person or entity interested in the same matters. The Trustee, however, shall exercise these powers at all times in a fiduciary capacity, primarily in the interest of the beneficiaries of the Trust. Despite any other provision of this Trust Agreement, no Trustee may participate in the decision to make a discretionary distribution that would discharge a legal support obligation of that Trustee. No Trustee who has made a disclaimer, either individually or as a Trustee, may exercise any discretion in determining the recipient of the disclaimed property. All power to make such distributions, or to determine recipients of disclaimed property, will be exercised solely by the remaining Trustees, if any, or if there are no other Trustees then serving, by the person or persons named to serve as the next successor Trustee, or if there are none, by a special Trustee appointed for that purpose by a court having jurisdiction.

7.17 Expenses. An Independent Trustee may determine how expenses of administration and receipts are to be apportioned between principal and income.

7.18 Terminate Small Trusts. To exercise its discretion to refrain from funding or to terminate any trust whenever the value of the principal of that trust would be or is too small to administer economically, and to distribute the remaining principal and all accumulated income of the trust as provided in Section 7.9 to the income beneficiary of that trust. The Trustee shall exercise this power to terminate in its discretion as it deems prudent for the best interest of the beneficiaries at that time. This power cannot be exercised by the Settlor or any beneficiary, either alone or in conjunction with any other Trustee, but must be exercised solely by the other Trustee, or if none, by a special Trustee appointed for that purpose by a court having jurisdiction.

7.19 Allocations to Income and Principal. To treat premiums and discounts on bonds and other obligations for the payment of money in accordance with either generally accepted accounting principles or tax accounting principles and, except as otherwise provided to the contrary, to hold nonproductive assets without allocating any principal to income, despite any laws or rules to the contrary. The Trustee in its discretion may exercise the power described in Section 738.104 of the Florida Statutes to adjust between principal and income, as appropriate, and, in addition, may convert any income interest into a unitrust interest, or a unitrust interest to an income interest, as it sees fit, all as provided in Section 738.1041 of the Florida Statutes, despite any provision of those sections to the contrary.

7.20 Use of Income. Except as otherwise provided in this Trust Agreement, and in addition to all other available sources, to exercise its discretion in the use of income from the assets of the Trust to satisfy the liabilities described in this Trust Agreement, without accountability to any beneficiary.

7.21 Valuations. In making distributions or allocations under the terms of this Trust Agreement to be valued as of a particular date, the Trustee may use asset valuations obtained for a date reasonably close to that particular date (such as a quarterly closing date before or after that date) if, in the Trustee's judgment, obtaining appraisals or other determinations of value on that date would result in unnecessary expense, and if in the Trustee's judgment, the fair market value as determined is substantially the same as on that actual date. This paragraph will not apply if valuation on a specific date is required to preserve a qualification for a tax benefit, including any deduction, credit, or most favorable allocation of an exemption.

7.22 Incorporation. To incorporate any business or venture, and to continue any unincorporated business that the Trustee determines to be not advisable to incorporate.

7.23 Delegation. To delegate periodically among themselves the authority to perform any act of administration of any trust.

7.24 Advances. To make cash advances or loans to beneficiaries, with or without security.

7.25 Investment Manager. To employ any investment management service, financial institution, or similar organization to advise the Trustee and to handle all investments of the Trust and to render all accountings of funds held on its behalf under custodial, agency, or other agreements. If the Trustee is an individual, these costs may be paid as an expense of administration in addition to fees and commissions.

7.26 Depreciation. To deduct from all receipts attributable to depreciable property a reasonable allowance for depreciation, computed in accordance with generally accepted accounting principles consistently applied.

7.27 Disclaim Assets or Powers. To disclaim any assets otherwise passing or any fiduciary powers pertaining to any trust created hereunder, by execution of an instrument of disclaimer meeting the requirements of applicable law generally imposed upon individuals executing disclaimers. No notice to or consent of any beneficiary, other interested person, or any court is required for any such disclaimer, and the Trustee is to be held harmless for any decision to make or not make such a disclaimer.

7.28 Transfer Situs. To transfer the situs of any trust or any trust property to any other jurisdiction as often as the Trustee deems advisable, and if necessary to appoint

a substitute or ancillary Trustee to act with respect to that property. The Trustee may delegate to the substitute Trustee any or all of the powers given to the Trustee; may elect to act as advisor to the substitute Trustee and receive reasonable compensation for that service; and may remove any acting or substitute Trustee and appoint another, or reappoint itself, at will.

7.29 Related Parties. To enter into any transaction on behalf of the Trust despite the fact that another party to that transaction may be: (i) a business or trust controlled by the Trustee, or of which the Trustee, or any director, officer, or employee of the Corporate Trustee, is also a director, officer, or employee; (ii) an affiliate or business associate of any beneficiary or the Trustee; or (iii) a beneficiary or Trustee under this Trust Agreement acting individually, or any relative of such a party.

7.30 Additional Powers for Income-Producing Real Estate. In addition to the other powers set forth above or otherwise conferred by law, the Trustee has the following powers with respect to any income-producing real property which is or may become a part of the Trust Estate:

- To retain and operate the property for as long as it deems advisable;
- To control, direct, and manage the property, determining the manner and extent of its active participation in these operations, and to delegate all or any part of its supervisory power to other persons that it selects;
- To hire and discharge employees, fix their compensation, and define their duties;
- To invest funds in other land holdings and to use those funds for all improvements, operations, or other similar purposes;
- Except as otherwise provided with respect to mandatory income distributions, to retain any amount of the net earnings for working capital and other purposes that it deems advisable in conformity with sound and efficient management; and
- To purchase and sell machinery, equipment, and supplies of all kinds as needed for the operation and maintenance of the land holdings.

ARTICLE 8
SUBCHAPTER S STOCK

Despite any other provisions of this Trust Agreement, if a trust created in this instrument is to become the owner of, or already owns, stock in a corporation that has an election in effect (or one that proposes to make an election) under Section 1362 of the Internal

Revenue Code (an "S Corporation"), and that trust would not otherwise be permitted to be an S Corporation shareholder, the following provisions will apply:

8.1 Electing Small Business Trust. The Trustee in its discretion may elect for the trust to become an Electing Small Business Trust ("ESBT") as defined in the Internal Revenue Code.

8.2 Qualified Subchapter S Trust. If the Trustee does not cause the trust to become an ESBT, the Trustee shall set aside the S Corporation stock in a separate trust for the current income beneficiary of such trust, so that a Qualified Subchapter S Trust ("QSST") election under Section 1361 of the Internal Revenue Code can be filed with respect to that trust. The Trustee shall hold each share as a separate QSST for the persons described above, and each such person will be the sole beneficiary of his or her QSST. To the greatest extent possible, the Trustee shall administer each QSST under the terms of the trust from which it was derived, but subject to the following overriding provisions:

(a) Consent. The Trustee shall notify the beneficiary of each separate trust promptly that a QSST election must be filed with the Internal Revenue Service. Thereafter, each beneficiary shall file a timely and proper QSST election with the Internal Revenue Service. If a beneficiary fails or refuses to make the QSST election, the Trustee shall make an ESBT election for that trust. If the beneficiary does make the QSST election, then his or her separate trust will be administered as set forth below.

(b) Income Payments. During the beneficiary's life, the Trustee shall pay all net income of the trust to the beneficiary (and only to that beneficiary) in quarterly or more frequent installments. The beneficiary's income interest in the trust will terminate on the earlier of his or her death or the termination of the trust under its terms.

(c) Principal Invasions. If the beneficiary is otherwise entitled to receive principal distributions, the Trustee may distribute principal from that separate trust during the beneficiary's life only to or for the benefit of that beneficiary (and no one else).

(d) Final Distribution. If the QSST is terminated during the beneficiary's life, the Trustee shall distribute all remaining assets of that separate trust to that beneficiary. If the beneficiary dies before that trust's termination, all remaining assets of the QSST are to be distributed as provided in the original trust, but subject to this article.

(e) Termination of QSST Status. If a separate trust would cease to qualify as an S Corporation shareholder, the Trustee in its discretion may: (i) make an ESBT election for that separate trust, or (ii) distribute all S Corporation stock to the

beneficiary. The Trustee in its discretion also may convert a QSST to an ESBT, whether or not the beneficiary has consented to QSST treatment and, if the beneficiary consents, may convert an ESBT into a QSST.

ARTICLE 9
PERPETUITIES PROVISION

Despite any contrary provisions of this Trust Agreement, from the creation of this Trust and for up to 21 years after the death of the last of the Settlor's grandparents' descendants who are living at the creation of this Trust, a trust beneficiary (which includes persons succeeding to the interest of a deceased beneficiary) will be entitled to terminating distributions only at the ages specified in this Trust Agreement. In all events, however, the share of each beneficiary will vest (in the beneficiary or his or her estate) immediately prior to the expiration of the 21 year period described above.

ARTICLE 10
ADMINISTRATION AND CONSTRUCTION

10.1 Rules for Distributions. In making distributions to beneficiaries under this Trust Agreement, the Trustee must use the following criteria.

(a) Other Resources. Whenever the Trustee has the authority to decide how much to distribute to or for the benefit of a beneficiary, the Trustee can make decisions without taking into account any information about the beneficiary's other available income and resources. The Trustee can make payments directly to a beneficiary or to other persons for the beneficiary's benefit, but it does not have to make payments to a court appointed guardian.

(b) Trustee's Decision. Absent clear and convincing evidence of bad faith, the Trustee's decisions as to amounts to be distributed will be final.

(c) Standard of Living. Distributions to a beneficiary for health, education, support, or maintenance are to be based on his or her standard of living, determined as of the date of the distribution.

10.2 Funding Gifts. The following rules will apply to funding gifts under this Trust Agreement.

(a) Pecuniary Gifts. All pecuniary gifts under this Trust Agreement that are paid by an in-kind distribution of assets must use values having an aggregate fair market value at the date or dates of distribution equal to the amount of this gift as finally determined for federal estate tax purposes.

(b) Adjustments. The Trustee shall select one or more dates of allocation or distribution for purposes of satisfying gifts and funding shares or trusts.

The Trustee may make allocations before the final determination of federal estate tax, with those allocations being based upon the information then available to the Trustee, and may thereafter adjust properties among the shares or trusts if it is determined that the allocation should have been made differently.

10.3 Accumulated Income. Any income not distributed to the beneficiaries pursuant to either a mandatory direction or a discretionary power is to be incorporated into principal, at such intervals as the Trustee deems convenient.

10.4 Estate Tax on Included Property. If assets of any trust created under this Trust Agreement are included in a beneficiary's estate for federal estate tax purposes, the following will apply.

(a) Appointed Assets. If the beneficiary exercises a power of appointment over those assets, the Trustee is authorized to withhold from those assets the amount of estate taxes apportioned to them by applicable law, if the beneficiary does not make provisions for the payment of those taxes from other sources.

(b) Other Assets. If the beneficiary does not have or does not exercise a power of appointment over those assets, the Trustee will pay the estate taxes attributable to those assets. The estate taxes attributable to those assets will be the amount that the beneficiary's estate taxes are increased over the amount those taxes would have been if those assets had not been included in the beneficiary's gross estate.

(c) Certification and Payment. The Trustee may rely upon a written certification by the beneficiary's personal representative of the amount of the estate taxes, and may pay those taxes directly or to the personal representative of the beneficiary's estate. The Trustee will not be held liable for making payments as directed by the beneficiary's personal representative.

10.5 Transactions With Other Entities. The Trustee may buy assets from other estates or trusts, or make loans to them, so that funds will be available to pay claims, taxes, and expenses. The Trustee can make those purchases or loans even if it serves as the fiduciary of that estate or trust, and on whatever terms and conditions the Trustee thinks are appropriate, except that the terms of any transaction must be commercially reasonable.

ARTICLE 11
MISCELLANEOUS PROVISIONS

11.1 Definitions. As used in this Trust Agreement, the following terms have the meanings set forth below:

(a) Trustees.

(1) **Independent Trustee** means a trustee of a particular trust, either individual or corporate, who is not the Settlor or a beneficiary, and who is not a Related Person as to the Settlor or a beneficiary (if the Settlor or the beneficiary, respectively, is living and participated in that person's appointment). For purposes of this definition a beneficiary is a person who is a permissible distributee of income or principal, or someone with an interest in the trust in excess of five percent (5%) of its value, assuming a maximum exercise of discretion in his or her favor. Whenever this Trust Agreement requires an action be taken by, or in the discretion of, an Independent Trustee but no such Trustee is then serving, a court may appoint an Independent Trustee to serve as an additional Trustee whose sole function and duty will be to exercise the specified power.

(2) **Corporate Trustee** means a trustee that is a bank, trust company, or other entity authorized to serve as a trustee under the laws of the United States or any state thereof that is not a Related Person to the Settlor. A bank or trust company that does not meet this requirement cannot serve as Trustee.

(b) Internal Revenue Code Terms.

(1) **Internal Revenue Code** means the federal Internal Revenue Code of 1986, as amended from time to time, or successor provisions of future federal internal revenue laws.

(2) The terms **health, education, support, and maintenance** are intended to set forth an "ascertainable standard," as described in the Internal Revenue Code and its associated Regulations. To the extent not inconsistent with the foregoing, "health" means a beneficiary's physical and mental health, including but not limited to payments for examinations, surgical, dental, or other treatment, medication, counseling, hospitalization, and health insurance premiums; "education" means elementary, secondary, post-secondary, graduate, or professional schooling in an accredited institution, public or private, or attendance at other formal programs in furtherance of the beneficiary's spiritual, athletic, or artistic education, including but not limited to payments for tuition, books,

fees, assessments, equipment, tutoring, transportation, and reasonable living expenses.

(3) **Related Person** as to a particular individual is someone who is deemed to be "related or subordinate" to that individual under Section 672(c) of the Internal Revenue Code (as though that individual was a grantor).

(c) Other Terms.

(1) Distributions that are to be made to a person's **descendants, per stirpes**, will be divided into equal shares, so that there will be one share for each living child (if any) of that person and one share for each deceased child who has then living descendants. The share of each deceased child will be further divided among his or her descendants on a per stirpes basis, by reapplying the preceding rule to that deceased child and his or her descendants as many times as necessary.

(2) **Disabled** or **under a disability** means (i) being under the legal age of majority, (ii) having been adjudicated to be incapacitated, or (iii) being unable to manage properly personal or financial affairs because of a mental or physical impairment (whether temporary or permanent in nature). A written certificate executed by an individual's attending physician confirming that person's impairment will be sufficient evidence of disability under item (iii) above, and all persons may rely conclusively on such a certificate.

(3) Removal of a Trustee **for cause** includes, without limitation, the following: the willful or negligent mismanagement of the trust assets by that individual Trustee; the abuse or abandonment of, or inattention to, the trust by that individual Trustee; a federal or state charge against that individual Trustee involving the commission of a felony or serious misdemeanor; an act of theft, dishonesty, fraud, embezzlement, or moral turpitude by that individual Trustee; or the use of narcotics or excessive use of alcohol by that individual Trustee.

(4) The words **will** and **shall** are used interchangeably in this Trust Agreement and mean, unless the context clearly indicates otherwise, that the Trustee must take the action

indicated; as used in this Trust Agreement, the word **may** means that the Trustee has the discretionary authority to take the action but is not automatically required to do so.

11.2 Powers of Appointment. The following provisions relate to all powers of appointment under this Trust Agreement.

(a) A **general power of appointment** granted to a person is one that can be exercised in favor of that person or his or her estate, his or her creditors, or the creditors of his or her estate.

(b) A **special power of appointment** is any power that is not a general power.

(c) A **testamentary power of appointment** (either general or special) is exercisable upon the powerholder's death by his or her Last Will or by a revocable trust agreement established by that person, but only by specific reference to the instrument creating the power. A "testamentary power of appointment" may not be exercised in favor of the person possessing the power.

(d) In determining whether a person has exercised a testamentary power of appointment, the Trustee may rely upon an instrument admitted to probate in any jurisdiction as that person's Last Will, or upon any trust agreement certified to be valid and authentic by sworn statement of the trustee who is serving under that trust agreement. If the Trustee has not received written notice of such an instrument within six months after the powerholder's death, the Trustee may presume that the powerholder failed to exercise that power and will not be liable for acting in accordance with that presumption.

11.3 Notices. Any person entitled or required to give notice under this Trust Agreement shall exercise that power by a written instrument clearly setting forth the effective date of the action for which notice is being given. The instrument may be executed in counterparts.

11.4 Certifications.

(a) Facts. A certificate signed and acknowledged by the Trustee stating any fact affecting the Trust Estate or the Trust Agreement will be conclusive evidence of such fact in favor of any transfer agent and any other person dealing in good faith with the Trustee. The Trustee may rely on a certificate signed and acknowledged by any beneficiary stating any fact concerning the Trust beneficiaries, including dates of

birth, relationships, or marital status, unless an individual serving as Trustee has actual knowledge that the stated fact is false.

(b) Copy. Any person may rely on a copy of this instrument (in whole or in part) certified to be a true copy by the Settlor; by any person specifically named as a Trustee (or successor Trustee); by any Corporate Trustee whether or not specifically named; or, if there are none of the above, by any then serving Trustee.

11.5 Applicable Law. All matters involving the validity and interpretation of this Trust Agreement are to be governed by Florida law. Subject to the provisions of this Trust Agreement, all matters involving the administration of a trust are to be governed by the laws of the jurisdiction in which the trust has its principal place of administration.

11.6 Gender and Number. Reference in this Trust Agreement to any gender includes either masculine or feminine, as appropriate, and reference to any number includes both singular and plural where the context permits or requires. Use of descriptive titles for articles and paragraphs is for the purpose of convenience only and is not intended to restrict the application of those provisions.

11.7 Further Instruments. The Settlor agrees to execute such further instruments as may be necessary to vest the Trustee with full legal title to the property transferred to this Trust.

11.8 Binding Effect. This Trust Agreement extends to and is binding upon the Settlor's Personal Representative, successors, and assigns, and upon the Trustee.

Executed as of the date first written above.

Signed in the presence of:

SETTLOR

Simon Bernstein

Two witnesses as to Simon Bernstein

Signed in the presence of:

TRUSTEE

Gerald R. Lewin

Two witnesses as to Gerald R. Lewin

Schedule A
Initial Transfers to Trust

Transfer of 6 shares of LIC Holdings, Inc.

STANFORD TRUST COMPANY
445 North Blvd, Suite 820
Baton Rouge, LA 70802

Relationship Manager: Christopher Prindle
Phone #: (561) 544-8300

Administrator: Eliska M. Lynch
Phone #: (225) 381-0542

Cover Page

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Stanford Trust Company Successor
Trustee for The Molly N. Simon
Irrevocable Trust
STBR10041

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Please visit our website @ www.stanfordtrustco.com

Molly Simon
c/o Simon Bernstein
15807 Menton Bay Ct.
Delray Beach, FL 33446

STANFORD TRUST COMPANY
445 North Blvd, Suite 820
Baton Rouge, LA 70802

Account Summary

Statement of Value and Activity

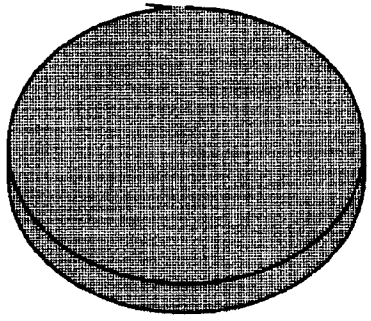
October 1, 2007 - December 31, 2007

Market Value Reconciliation

	This Period	*1/1/07 to 12/31/07*
Beginning Market Value	**$0.00**	**$0.00**
Additions	$17,073.86	$17,073.86
Distributions	$0.00	$0.00
Fees/Expenses/Taxes	$0.00	$0.00
Income	$0.00	$0.00
Capital Gain Distributions	$0.00	$0.00
Non Cash Asset Changes	$0.00	$0.00
Asset Transfers	$0.00	$0.00
Change in Market Value	$0.00	$0.00
Ending Market Value	**$17,073.86**	**$17,073.86**
Realized Gains/Losses (Included in Total Above)	$0.00	$0.00

Asset Allocation Summary

	Asset Class	*Balance*
100%	Cash & Equivalents	$17,073.86
100%	**Total Assets Value**	**$17,073.86**



Investment Objective: Balanced Growth - Seeks to provide current income with the opportunity for long-term growth of capital

Transaction Summary

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Transaction Summary

Transaction Category	Principal Cash	Income Cash
Beginning Cash Balance on 10/1/07	**$0.00**	**$0.00**
Receipts		
Dividend Income	$0.00	$0.00
Other Income	$0.00	$0.00
Interest Income	$0.00	$0.00
Additions	$17,073.86	$0.00
Capital Gain Distributions	$0.00	$0.00
Tax Exempt Dividends & Interest	$0.00	$0.00
Total Receipts	**$17,073.86**	**$0.00**
Disbursements		
Distributions	$0.00	$0.00
Fees	$0.00	$0.00
Expenses	$0.00	$0.00
Taxes	$0.00	$0.00
Total Disbursements	**$0.00**	**$0.00**
Purchases	**-$17,073.86**	**$0.00**
Sales/Maturities	**$0.00**	**$0.00**
Asset Transfers		
Free Receipts	$0.00	$0.00
Free Deliveries	$0.00	$0.00
Total Asset Transfers	**$0.00**	**$0.00**
Other	**$0.00**	**$0.00**
Ending Cash Balance on 12/31/07	**$0.00**	**$0.00**

Pending Trades

Statement of Value and Activity

October 1, 2007 - December 31, 2007

No pending trades.

STANFORD TRUST COMPANY
445 North Blvd, Suite 820
Baton Rouge, LA 70802

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October 1, 2007 - December 31, 2007

Stanford Trust Company Successor
Trustee for The Molly N. Simon
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Account Summary

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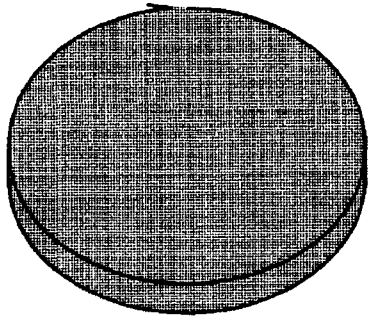
October 1, 2007 - December 31, 2007

Market Value Reconciliation

	This Period	*1/1/07 to 12/31/07*
Beginning Market Value	**$0.00**	**$0.00**
Additions	$17,073.86	$17,073.86
Distributions	$0.00	$0.00
Fees/Expenses/Taxes	$0.00	$0.00
Income	$0.00	$0.00
Capital Gain Distributions	$0.00	$0.00
Non Cash Asset Changes	$0.00	$0.00
Asset Transfers	$0.00	$0.00
Change in Market Value	$0.00	$0.00
Ending Market Value	**$17,073.86**	**$17,073.86**
Realized Gains/Losses (Included in Total Above)	$0.00	$0.00

Asset Allocation Summary

	Asset Class	*Balance*
100%	Cash & Equivalents	$17,073.86
100%	**Total Assets Value**	**$17,073.86**



Investment Objective: Balanced Growth - Seeks to provide current income with the opportunity for long-term growth of capital

Transaction Summary

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Transaction Summary

Transaction Category	Principal Cash	Income Cash
Beginning Cash Balance on 10/1/07	**$0.00**	**$0.00**
Receipts		
Dividend Income	$0.00	$0.00
Other Income	$0.00	$0.00
Interest Income	$0.00	$0.00
Additions	$17,073.86	$0.00
Capital Gain Distributions	$0.00	$0.00
Tax Exempt Dividends & Interest	$0.00	$0.00
Total Receipts	**$17,073.86**	**$0.00**
Disbursements		
Distributions	$0.00	$0.00
Fees	$0.00	$0.00
Expenses	$0.00	$0.00
Taxes	$0.00	$0.00
Total Disbursements	**$0.00**	**$0.00**
Purchases	**-$17,073.86**	**$0.00**
Sales/Maturities	**$0.00**	**$0.00**
Asset Transfers		
Free Receipts	$0.00	$0.00
Free Deliveries	$0.00	$0.00
Total Asset Transfers	**$0.00**	**$0.00**
Other	**$0.00**	**$0.00**
Ending Cash Balance on 12/31/07	**$0.00**	**$0.00**

Pending Trades

Statement of Value and Activity

October 1, 2007 - December 31, 2007

No pending trades.

STANFORD TRUST COMPANY
445 North Blvd, Suite 820
Baton Rouge, LA 70802

Relationship Manager: Christopher Prindle
Phone #: (561) 544-8300

Administrator: Eliska M. Lynch
Phone #: (225) 381-0542

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Statement of Value and Activity

January 1, 2008 - March 31, 2008

Stanford Trust Company Successor
Trustee for The Molly N. Simon
Irrevocable Trust
STBR10041

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Please visit our website @ www.stanfordtrustco.com

Simon Bernstein
950 Peninsula Corp. Circle, Ste 3010
Boca Raton, FL 33487-1387

STANFORD TRUST COMPANY
445 North Blvd, Suite 820
Baton Rouge, LA 70802

Account Summary

Statement of Value and Activity

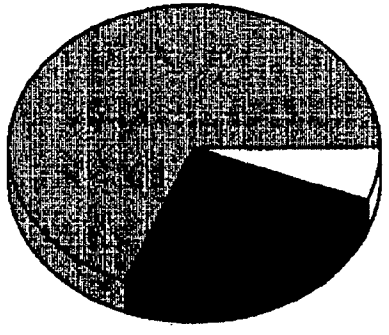
January 1, 2008 - March 31, 2008

Market Value Reconciliation

	This Period	1/1/08 to 3/31/08
Beginning Market Value	**$0.00**	**$0.00**
Additions	$120,000.00	$120,000.00
Distributions	$0.00	$0.00
Fees/Expenses/Taxes	-$6,726.58	-$6,726.58
Income	$491.85	$491.85
Capital Gain Distributions	$0.00	$0.00
Non Cash Asset Changes	$0.00	$0.00
Asset Transfers	$0.00	$0.00
Change in Market Value	$12,098.69	$12,098.69
Ending Market Value	**$125,863.96**	**$125,863.96**
Realized Gains/Losses (Included in Total Above)	-$52.67	-$52.67

Asset Allocation Summary

	Asset Class	Balance
69%	Equity	$90,739.32
25%	Fixed Income	$32,811.35
6%	Cash & Equivalents	$8,490.33
100%	**Total Assets Value**	**$132,041.00**
	Total Liabilities Value	**-$6,177.04**
	Total Portfolio Value	**$125,863.96**



Investment Objective: Balanced Growth - Seeks to provide current income with the opportunity for long-term growth of capital

00226573 - 0000127

Asset Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Powershares Dynamic Mid Cap Growth CUSIP: 73935X807	256.00	$20.49	$5,245.44	$5,581.06	-$335.62	$0.00
			$18,654.54	$19,442.41	-$787.87	$64.67
Equity International Developed						
ING Global Real Estate Fd-A CUSIP: 44980R326	344.75	$19.75	$6,808.73	$6,857.00	-$48.27	$374.05
Vanguard European ETF CUSIP: 922042874	140.00	$68.79	$9,630.60	$9,812.66	-$182.06	$329.84
			$16,439.33	$16,669.66	-$230.33	$703.89
Equity International Emerging						
Wisdomtree Emg Mtks H/Y Equity CUSIP: 97717W315	77.00	$52.09	$4,010.93	$4,206.65	-$195.72	$37.58
			$4,010.93	$4,206.65	-$195.72	$37.58
Equity International Diverse						
American Capital World G&I-F CUSIP: 140543406	161.87	$40.91	$6,622.27	$6,888.94	-$266.67	$160.42
iShares MSCI Brazil Index Fund CUSIP: 464286400	65.00	$77.03	$5,006.95	$5,620.07	-$613.12	$100.69
iShares MSCI Hong Kong CUSIP: 464286871	148.00	$17.95	$2,656.60	$2,809.04	-$152.44	$56.09
iShares MSCI Singapore CUSIP: 464286673	213.00	$12.77	$2,720.01	$2,728.34	-$8.33	$108.42
iShares MSCI United Kingdom CUSIP: 464286699	123.00	$21.56	$2,651.88	$2,810.32	-$158.44	$103.81

0025674 - 0600127

Asset Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Pioneer Global High Yield Fund CUSIP: 72369G108	612.94	$11.06	$6,779.07	$6,858.75	-$79.68	$619.68
Total Fixed Income			$32,811.35	$33,007.58	-$196.23	$2,297.09
Total All Assets			**$132,041.00**	**$130,786.46**	**-$4,922.50**	**$3,919.71**
Liabilities Income Cash			-$6,177.04			
Total Liabilities			-$6,177.04	$0.00	$0.00	$0.00
Total All Liabilities			**-$6,177.04**	**$0.00**	**$0.00**	**$0.00**
Portfolio Grand Total			**$125,863.96**	**$130,786.46**	**-$4,922.50**	**$3,919.71**

0025875 - 0000127

Transaction Detail

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Transaction Details By Category

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
1/1/08	**Beginning Balance**	**$0.00**	**$0.00**	
	Receipts			
	Dividend Income			
1/2/08	Cash Receipt of Dividend Earned on SEI Daily Income Prime Obl #34 Dividend from 12/1/07 to 12/31/07	$0.00	$13.61	$0.00
2/1/08	Cash Receipt of Dividend Earned on SEI Daily Income Prime Obl #34 Dividend from 1/1/08 to 1/31/08	$0.00	$64.52	$0.00
3/3/08	Cash Receipt of Dividend Earned on SEI Daily Income Prime Obl #34 Dividend from 2/1/08 to 2/29/08	$0.00	$211.92	$0.00
3/3/08	Cash Receipt of Dividend Earned on SEI Daily Income TR Treas #38 CL A Dividend from 2/1/08 to 2/29/08	$0.00	$77.28	$0.00
3/3/08	Cash Receipt of Dividend Earned on Oppenheimer Intl Bond Fd-A Dividend from 2/1/08 to 2/29/08	$0.00	$4.64	$0.00
3/3/08	Cash Receipt of Dividend Earned on Pioneer Global High Yield-A Dividend from 2/1/08 to 2/29/08	$0.00	$1.75	$0.00
3/24/08	Cash Receipt of Dividend Earned on American Capital World G&I-F $0.1983/Unit on 161.075 Units Due 3/24/08	$0.00	$31.94	$0.00
3/26/08	Cash Receipt of Dividend Earned on Loomis Sayles Bond Fund-Ret $0.0821/Unit on 1,049.826 Units Due 3/25/08	$0.00	$86.19	$0.00
		$0.00	$491.85	

0026978 - 0000127

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
	Taxes			
3/17/08	Cash Disbursement Paid to United States Treasury Federal Estimated Tax Payments Paid for Molly Simon IRREV Trust 1/15/08 Estimated Tax - 2007 Form 1041-Es	$0.00	-$6,250.00	$0.00
		$0.00	-$6,250.00	
Total Disbursements		**-$57.69**	**-$6,668.89**	
	Purchases			
	Purchases			
1/2/08	Purchased 13.61 Units of SEI Daily Income Prime Obl #34 Trade Date 12/31/07 Posted Thru Mfd Income Reinvestment of Income Received 12/31/07	-$13.61	$0.00	$0.00
2/1/08	Purchased 64.52 Units of SEI Daily Income Prime Obl #34 Trade Date 1/31/08 Reinvestment of Income Received 1/31/08	-$64.52	$0.00	$0.00
2/5/08	Purchased 120,000 Units of SEI Daily Income Prime Obl #34 Trade Date 2/5/08	-$120,000.00	$0.00	$0.00
2/20/08	Purchased 137,151.99 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/20/08	-$137,151.99	$0.00	$0.00
2/28/08	Purchased 514.018 Units of Allegiant Mid Cap Value I Trade Date 2/27/08 514.018 Units At $13.34	-$6,857.00	$0.00	$0.00

0025677 - 0800127

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
2/28/08	Purchased 612.779 Units of Pioneer Global High Yield-A Trade Date 2/27/08 612.779 Units At $11.19	-$6,857.00	$0.00	$0.00
2/29/08	Purchased 148 Units of iShares MSCI Hong Kong Trade Date 2/26/08 148 Units At $18.98	-$2,809.04	$0.00	$0.00
2/29/08	Purchased 47 Units of Market Vectors Agribusiness Trade Date 2/26/08 47 Units At $59.30	-$2,787.10	$0.00	$0.00
2/29/08	Purchased 56 Units of iShares MSCI Switzerland Index Trade Date 2/26/08 56 Units At $25.476	-$1,426.66	$0.00	$0.00
2/29/08	Purchased 55 Units of Market Vectors Russia ETF Trade Date 2/26/08 55 Units At $50.9094	-$2,800.02	$0.00	$0.00
2/29/08	Purchased 54 Units of iShares S&P Gsti Semiconductor Index Trade Date 2/26/08 54 Units At $52.6899	-$2,845.25	$0.00	$0.00
2/29/08	Purchased 123 Units of iShares MSCI United Kingdom Trade Date 2/26/08 123 Units At $22.8481	-$2,810.32	$0.00	$0.00
2/29/08	Purchased 213 Units of iShares MSCI Singapore Trade Date 2/26/08 213 Units At $12.8091	-$2,728.34	$0.00	$0.00

0025678 - 0000127

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
3/19/08	Purchased 27 Units of Market Vectors Russia ETF Trade Date 3/14/08 Paid $1.08 Brokerage 27 Units At $48.779983	-$1,318.14	$0.00	$0.00
3/20/08	Purchased 1,373.99 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/20/08	-$1,373.99	$0.00	$0.00
3/24/08	Purchased 0.799 Units American Capital World G&I-F @ $39.96 through Reinvestment of Cash Dividend Due 3/24/08	-$31.94	$0.00	$0.00
3/26/08	Purchased 6.13 Units Loomis Sayles Bond Fund-Ret @ $14.06 through Reinvestment of Cash Dividend Due 3/25/08	-$86.19	$0.00	$0.00
Total Purchases		**-$388,793.14**	**$0.00**	
	Sales/Maturities			
	Sales/Maturities			
2/20/08	Sold 137,151.99 Units of SEI Daily Income Prime Obl #34 Trade Date 2/20/08	$137,151.99	$0.00	$0.00
2/28/08	Sold 85,030 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/28/08	$85,030.00	$0.00	$0.00
2/29/08	Sold 43,427.17 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/29/08	$43,427.17	$0.00	$0.00
3/14/08	Sold 361.2 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/14/08	$361.20	$0.00	$0.00

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Pending Trades

Statement of Value and Activity

January 1, 2008 - March 31, 2008

No pending trades.

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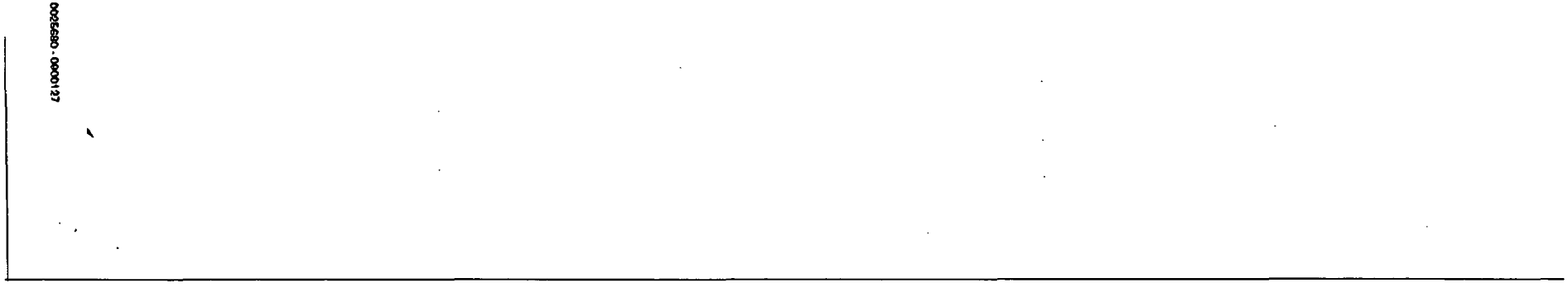
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Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
3/17/08	Sold 6,250 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/17/08	$6,250.00	$0.00	$0.00
3/19/08	Sold 1,318.14 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/19/08	$1,318.14	$0.00	$0.00
3/20/08	Sold 56 Units of iShares MSCI Switzerland Index Trade Date 3/17/08 Paid $2.24 Brokerage Paid $0.02 SEC Fee St Capital Loss of $52.67- on Federal Cost Federal Tax Cost $1,426.66 56 Units At $24.575952	$1,373.99	$0.00	-$52.67
3/25/08	Sold 115.38 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/25/08	$115.38	$0.00	$0.00
Total Sales/Maturities		**$275,027.87**	**$0.00**	
3/31/08	**Ending Balance**	**$6,177.04**	**-$6,177.04**	

0226579 - 0900127

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
2/29/08	Purchased 65 Units of iShares MSCI Brazil Index Fund Trade Date 2/26/08 65 Units At $86.4626	-$5,620.07	$0.00	$0.00
2/29/08	Purchased 256 Units of Powershares Dynamic Mid Cap Growth Trade Date 2/26/08 256 Units At $21.801	-$5,581.06	$0.00	$0.00
2/29/08	Purchased 140 Units of Vanguard European ETF Trade Date 2/26/08 140 Units At $70.0904	-$9,812.66	$0.00	$0.00
2/29/08	Purchased 77 Units of Wisdomtree Emg Mtks H/Y Equity Trade Date 2/26/08 77 Units At $54.6318	-$4,206.65	$0.00	$0.00
3/3/08	Purchased 77.28 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/29/08 Reinvestment of Income Received 2/29/08	-$77.28	$0.00	$0.00
3/3/08	Purchased 0.694 Units Oppenheimer Intl Bond Fd-A @ $6.69 through Reinvestment of Cash Dividend Due 3/3/08	-$4.64	$0.00	$0.00
3/3/08	Purchased 0.157 Units Pioneer Global High Yield-A @ $11.16 through Reinvestment of Cash Dividend Due 3/3/08	-$1.75	$0.00	$0.00
3/6/08	Purchased 211.92 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/6/08	-$211.92	$0.00	$0.00

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Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
2/28/08	Purchased 161.075 Units of American Capital World G&I-F Trade Date 2/27/08 161.075 Units At $42.57	-$6,857.00	$0.00	$0.00
2/28/08	Purchased 526.824 Units of Hussman Strategic Growth Fund Trade Date 2/27/08 526.824 Units At $15.62	-$8,229.00	$0.00	$0.00
2/28/08	Purchased 344.746 Units of ING Global Real Estate Fd-A Trade Date 2/27/08 344.746 Units At $19.89	-$6,857.00	$0.00	$0.00
2/28/08	Purchased 205.468 Units of Keeley Small Cap Val Fd-A Trade Date 2/27/08 205.468 Units At $26.70	-$5,486.00	$0.00	$0.00
2/28/08	Purchased 392.137 Units of Kinetics Paradigm Fund-No LD Trade Date 2/27/08 392.137 Units At $27.98	-$10,972.00	$0.00	$0.00
2/28/08	Purchased 367.667 Units of T Rowe Price New Asia Trade Date 2/27/08 367.667 Units At $18.65	-$6,857.00	$0.00	$0.00
2/28/08	Purchased 1,049.826 Units of Loomis Sayles Bond Fund-Ret Trade Date 2/27/08 1,049.826 Units At $14.37	-$15,086.00	$0.00	$0.00
2/28/08	Purchased 1,652.41 Units of Oppenheimer Intl Bond Fd-A Trade Date 2/27/08 1,652.41 Units At $6.64	-$10,972.00	$0.00	$0.00

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Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
	Additions			
2/5/08	Cash Receipt Addition to Account Lic Holdings, Inc Check #1159 DTD 12/31/07	$120,000.00	$0.00	$0.00
		$120,000.00	$0.00	
Total Receipts		**$120,000.00**	**$491.85**	
	Disbursements			
	Fees			
3/25/08	Fee Collected Based on A Market Value of $124,782.26	-$57.69	$0.00	$0.00
3/25/08	Fee Collected Based on A Market Value of $124,782.26	$0.00	-$57.69	$0.00
		-$57.69	-$57.69	
	Expenses			
3/14/08	Cash Disbursement Paid to United States Treasury Other Fees and Expenses Paid for Molly Simon IRREV Trust Penalty and Interest - 1041 for Period 12/31/06	$0.00	-$361.20	$0.00
		$0.00	-$361.20	

0025678 - 0900127

Transaction Summary

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Transaction Summary

Transaction Category	Principal Cash	Income Cash
Beginning Cash Balance on 1/1/08	**$0.00**	**$0.00**
Receipts		
Dividend Income	$0.00	$491.85
Other Income	$0.00	$0.00
Interest Income	$0.00	$0.00
Additions	$120,000.00	$0.00
Capital Gain Distributions	$0.00	$0.00
Tax Exempt Dividends & Interest	$0.00	$0.00
Total Receipts	**$120,000.00**	**$491.85**
Disbursements		
Distributions	$0.00	$0.00
Fees	-$57.69	-$57.69
Expenses	$0.00	-$361.20
Taxes	$0.00	-$6,250.00
Total Disbursements	**-$57.69**	**-$6,668.89**
Purchases	**-$388,793.14**	**$0.00**
Sales/Maturities	**$275,027.87**	**$0.00**
Asset Transfers		
Free Receipts	$0.00	$0.00
Free Deliveries	$0.00	$0.00
Total Asset Transfers	**$0.00**	**$0.00**
Other	**$0.00**	**$0.00**
Ending Cash Balance on 3/31/08	**$6,177.04**	**-$6,177.04**

0025675 - 0000127

Asset Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Kinetics Paradigm Fund-No LD CUSIP: 494813607	392.14	$25.94	$10,172.03	$10,972.00	-$799.97	$49.80
Market Vectors Russia ETF CUSIP: 57060U506	82.00	$46.53	$3,815.46	$4,118.16	-$302.70	$9.02
T Rowe Price New Asia CUSIP: 77956H500	367.67	$16.66	$6,125.33	$6,857.00	-$731.67	$69.86
			$39,770.53	$42,803.87	-$3,033.34	$658.11
Equity Mid Cap Value						
Allegiant Mid Cap Value I CUSIP: 01748E631	514.02	$12.56	$6,456.07	$6,857.00	-$400.93	$131.07
			$6,456.07	$6,857.00	-$400.93	$131.07
Total Equity			**$90,739.32**	**$95,465.59**	**-$4,726.27**	**$1,566.32**
Fixed Income						
Fixed Income Mutual Funds						
Oppenheimer International Bond Fund CUSIP: 68380T103	1,653.10	$6.76	$11,174.98	$10,976.64	$198.34	$732.33
Loomis Sayles Bond Fund CUSIP: 543495832	1,055.96	$14.07	$14,857.30	$15,172.19	-$314.89	$945.08

0025674 - 0000127

Asset Detail

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Asset Detail

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Cash & Equivalents						
Money Market Funds						
SEI Daily Income TR Treas #38 CL A CUSIP: 783965726	2,313.29	$1.00	$2,313.29	$2,313.29	$0.00	$27.30
			$2,313.29	$2,313.29	$0.00	$27.30
Cash						
Principal Cash			$6,177.04			
			$6,177.04	$0.00	$0.00	$0.00
Total Cash & Equivalents			**$8,490.33**	**$2,313.29**	**$0.00**	**$27.30**
Equity						
Equity Small Cap Value Mutual Funds						
Keeley Small Cap Val Fd-A CUSIP: 487300501	205.47	$26.32	$5,407.92	$5,486.00	-$78.08	$0.00
			$5,407.92	$5,486.00	-$78.08	$0.00
Other Domestic Equity						
Hussman Strategic Growth Fund CUSIP: 448108100	526.82	$15.59	$8,213.19	$8,229.00	-$15.81	$48.47
iShares S&P Gsti Semiconductor Index CUSIP: 464287523	54.00	$49.56	$2,676.24	$2,845.25	-$169.01	$16.20
Market Vectors Agribusiness CUSIP: 57060U605	47.00	$53.61	$2,519.67	$2,787.10	-$267.43	$0.00

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EXTENSION GRANTED TO 10/15/2007

Form **1041** Department of the Treasury - Internal Revenue Service

U.S. Income Tax Return for Estates and Trusts

2006

OMB No. 1545-0092

For calendar year 2006 or fiscal year beginning , 2006 and ending ,

A Type of entity:
- [ ] Decedent's estate
- [ ] Simple trust
- [X] Complex trust
- [ ] Qualified disability trust
- [X] ESBT (S portion only)
- [ ] Grantor type trust
- [ ] Bankruptcy estate-Ch. 7
- [ ] Bankruptcy estate-Ch. 11
- [ ] Pooled income fund

Name of estate or trust (If a grantor type trust, see page 12 of the instructions.)

MOLLY SIMON IRREVOCABLE TRUST

COPY

Name and title of fiduciary

STANFORD TRUST COMPANY, TRUSTEE

Number, street, and room or suite no. (If a P.O. box, see page 12 of the instructions.)

445 NORTH BOULEVARD, 8TH FLOOR EAST

City or town, state, and ZIP code

BATON ROUGE , LA 70802

C Employer identification number: 20 7294203

D Date entity created: 09/01/2006

E Nonexempt charitable and split-interest trusts, check applicable boxes (see pg 13 of the instr.):
- [ ] Described in section 4947(a)(1)
- [ ] Not a private foundation
- [ ] Described in section 4947(a)(2)

B No. of Sch K-1 attached ▶ 0

F Check applicable boxes: [X] Initial return [ ] Final return [ ] Amended return [ ] Change in trust's name [ ] Change in fiduciary [ ] Change in fiduciary's name [ ] Change in fiduciary's address

G Pooled mortgage account (see page 14 of the instructions): [ ] Bought [ ] Sold Date:

Income	1	Interest income	1
	2a	Total ordinary dividends	2a
	b	Qualified dividends allocable to: (1) Beneficiaries _____ (2) Estate or trust _____	
	3	Business income or (loss). Attach Schedule C or C-EZ (Form 1040)	3
	4	Capital gain or (loss). Attach Schedule D (Form 1041)	4
	5	Rents, royalties, partnerships, other estates and trusts, etc. Attach Schedule E (Form 1040)	5
	6	Farm income or (loss). Attach Schedule F (Form 1040)	6
	7	Ordinary gain or (loss). Attach Form 4797	7
	8	Other income. List type and amount _____	8
	9	**Total income.** Combine lines 1, 2a, and 3 through 8 ▶	9
Deductions	10	Interest. Check if Form 4952 is attached ▶ [ ]	10
	11	Taxes	11
	12	Fiduciary fees	12
	13	Charitable deduction (from Schedule A, line 7)	13
	14	Attorney, accountant, and return preparer fees	14
	15a	Other deductions not subject to the 2% floor (attach schedule)	15a
	b	Allowable miscellaneous itemized deductions subject to the 2% floor	15b
	16	Add lines 10 through 15b ▶	16
	17	Adjusted total income or (loss). Subtract line 16 from line 9 17	
	18	Income distribution deduction (from Schedule B, line 15). Attach Schedules K-1 (Form 1041)	18
	19	Estate tax deduction including certain generation-skipping taxes (attach computation)	19
	20	Exemption	20 100.
	21	Add lines 18 through 20 ▶	21 100.
Tax and Payments	22	Taxable income. Subtract line 21 from line 17. If a loss, see page 20 of the instructions	22 <100.>
	23	**Total tax** (from Schedule G, line 7)	23 6,244.
	24	**Payments:** a 2006 estimated tax payments and amount applied from 2005 return	24a
	b	Estimated tax payments allocated to beneficiaries (from Form 1041-T)	24b
	c	Subtract line 24b from line 24a	24c
	d	Tax paid with Form 7004 (see page 20 of the instructions)	24d
	e	Federal income tax withheld. If any is from Form(s) 1099, check ▶ [ ]	24e
	f	Credit for federal telephone excise tax paid. Attach Form 8913	24f
		Other payments: g Form 2439 _____ ; h Form 4136 _____ ; Total ▶	24i
	25	**Total payments.** Add lines 24c through 24f, and 24i ▶	25
	26	Estimated tax penalty (see page 20 of the instructions)	26
	27	**Tax due.** If line 25 is smaller than the total of lines 23 and 26, enter amount owed **	27 6,244.
	28	**Overpayment.** If line 25 is larger than the total of lines 23 and 26, enter amount overpaid	28
	29	Amount of line 28 to be: a Credited to 2007 estimated tax ▶ ; b Refunded ▶	29

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Signature of fiduciary or officer representing fiduciary | Date | EIN of fiduciary if a financial institution

May the IRS discuss this return with the preparer shown below (see instr.)? [X] Yes [ ] No

Paid Preparer's Use Only

Preparer's signature: [signature] Date: 10/8/07 Check if self-employed [ ] Preparer's SSN or PTIN: P00127193

Firm's name (or yours if self-employed), address, and ZIP code: GOLDSTEIN LEWIN & CO.
1900 N.W. CORPORATE BLVD. STE E-300
BOCA RATON, FL 33431-8502

EIN 59 2147155

Phone no. (561)994-5050

JWA 810801 02-05-07

For Privacy Act and Paperwork Reduction Act Notice, see the separate instructions. ** STMT 1 STMT 2 Form **1041** (2006)

Form **7004**
(Rev. December 2006)
Department of the Treasury
Internal Revenue Service

Application for Automatic 6-Month Extension of Time To File Certain Business Income Tax, Information, and Other Returns

▸ File a separate application for each return.

OMB No. 1545-0233

Type or Print

File by the due date for the return for which an extension is requested. See instructions.

Name	Identifying number
Molly Simon Irrevocable Trust	20-7294203

Number, street, and room or suite no. (If P.O. box, see instructions.)
c/o Goldstein Lewin & Co. 1900 NW Corp. Blvd. Suite 300E

City, town, state, and ZIP code (If a foreign address, enter city, province or state, and country (follow the country's practice for entering postal code)).
Boca Raton, FL 33431

Note. See instructions before completing this form.

1 Enter the form code for the return that this application is for (see below)..... 05

2 If the foreign corporation does not have an office or place of business in the United States, check here..... ▸ ☐

3 If the organization is a corporation or partnership that qualifies under Regulations section 1.6081-5, check here. ▸ ☐

4a The application is for calendar year 2006, or tax year beginning ___, 20__, and ending ___, 20__

b **Short tax year.** If this tax year is less than 12 months, check the reason:
☐ Initial return ☐ Final return ☐ Change in accounting period ☐ Consolidated return to be filed

5 If the organization is a corporation and is the common parent of a group that intends to file a consolidated return, check here..... ▸ ☐
If checked, attach a schedule, listing the name, address, and Employer Identification Number (EIN) for each member covered by this application.

6	Tentative total tax.....	6	0.00
7	**Total** payments and credits (see instructions).....	7	0.00
8	**Balance due.** Subtract line 7 from line 6. **Generally, you must deposit this amount using the Electronic Federal Tax Payment System (EFTPS), a Federal Tax Deposit (FTD) Coupon, or Electronic Funds Withdrawal (EFW)** (see instructions for exceptions).....	8	0.00

Application Is For:	Form Code	Application Is For:	Form Code
[redacted]		Form 1120-H	17
Form 706-GS(T)	02	[redacted]	
[redacted]		Form 1120-ND	19
Form 1041 (estate)	04	[redacted]	
[redacted]		Form 1120-PC	21
Form 1041-N	06	[redacted]	
[redacted]		Form 1120-REIT	23
Form 1042	08	[redacted]	
[redacted]		Form 1120-S	25
Form 1065-B	10	[redacted]	
[redacted]		Form 3520-A	27
Form 1120	12	[redacted]	
[redacted]		Form 8613	29
Form 1120-A	14	[redacted]	
[redacted]		Form 8804	31
Form 1120-F	15	[redacted]	
[redacted]		Form 8876	33

For Paperwork Reduction Act Notice, see instructions.

Form **7004** (Rev. 12-2006)

ISA
STF XDXP1000

Schedule A **Charitable Deduction.** Do not complete for a simple trust or a pooled income fund.

1	Amounts paid or permanently set aside for charitable purposes from gross income (see page 21 of the instructions)	1	
2	Tax-exempt income allocable to charitable contributions (see page 21 of the instructions)	2	
3	Subtract line 2 from line 1	3	
4	Capital gains for the tax year allocated to corpus and paid or permanently set aside for charitable purposes	4	
5	Add lines 3 and 4	5	
6	Section 1202 exclusion allocable to capital gains paid or permanently set aside for charitable purposes (see instructions)	6	
7	**Charitable deduction.** Subtract line 6 from 5. Enter here and on page 1, line 13	7	

Schedule B **Income Distribution Deduction**

1	Adjusted total income (see page 22 of the instructions)		1	
2	Adjusted tax-exempt interest		2	
3	Total net gain from Schedule D (Form 1041), line 15, column (1) (see page 22 of the instructions)		3	
4	Enter amount from Schedule A, line 4 (minus any allocable section 1202 exclusion)		4	
5	Capital gains for the tax year included on Schedule A, line 1 (see page 22 of the instructions)		5	
6	Enter any gain from page 1, line 4, as a negative number. If page 1, line 4, is a loss, enter the loss as a positive number		6	
7	**Distributable net income (DNI).** Combine lines 1 through 6. If zero or less, enter -0-		7	
8	If a complex trust, enter accounting income for the tax year as determined under the governing instrument and applicable local law	8 0.		
9	Income required to be distributed currently		9	
10	Other amounts paid, credited, or otherwise required to be distributed		10	
11	Total distributions. Add lines 9 and 10. If greater than line 8, see page 22 of the instructions		11	
12	Enter the amount of tax-exempt income included on line 11		12	
13	Tentative income distribution deduction. Subtract line 12 from line 11		13	
14	Tentative income distribution deduction. Subtract line 2 from line 7. If zero or less, enter -0-		14	
15	**Income distribution deduction.** Enter the smaller of line 13 or line 14 here and on page 1, line 18		15	

Schedule G **Tax Computation** (see page 23 of the instructions)

1	**Tax:** a Tax on taxable income (see page 23 of the instructions)	1a	0.		
	b Tax on lump-sum distributions. Attach Form 4972	1b			
	c Alternative minimum tax (from Schedule I, line 56)	1c			
	d **Total.** Add lines 1a through 1c ▶			1d	0.
2a	Foreign tax credit. Attach Form 1116	2a			
b	Other nonbusiness credits (attach schedule)	2b			
c	General business credit. Enter here and check which forms are attached: ☐ Form 3800 ☐ Forms (specify) ▶	2c			
d	Credit for prior year minimum tax. Attach Form 8801	2d			
3	**Total credits.** Add lines 2a through 2d ▶			3	
4	Subtract line 3 from line 1d. If zero or less, enter -0-			4	0.
5	Recapture taxes. Check if from: ☐ Form 4255 ☐ Form 8611			5	
6	Household employment taxes. Attach Schedule H (Form 1040)			6	
7	**Total tax.** Add lines 4 through 6. Enter here and on page 1, line 23 ▶			7	6,244.

Other Information SEC. 641(C): 6,244.

		Yes	No
1	Did the estate or trust receive tax-exempt income? If "Yes," attach a computation of the allocation of expenses. Enter the amount of tax-exempt interest income and exempt-interest dividends ▶ $		X
2	Did the estate or trust receive all or any part of the earnings (salary, wages, and other compensation) of any individual by reason of a contract assignment or similar arrangement?		X
3	At any time during calendar year 2006, did the estate or trust have an interest in or a signature or other authority over a bank, securities, or other financial account in a foreign country? See page 25 of the instructions for exceptions and filing requirements for Form TD F 90-22.1. If "Yes," enter the name of the foreign country ▶		X
4	During the tax year, did the estate or trust receive a distribution from, or was it the grantor of, or transferor to, a foreign trust? If "Yes," the estate or trust may have to file Form 3520. See page 25 of the instructions		X
5	Did the estate or trust receive, or pay, any qualified residence interest on seller-provided financing? If "Yes," see page 25 for required attachment		X
6	If this is an estate or a complex trust making the section 663(b) election, check here (see page 25 of the instructions) ▶ ☐		
7	To make a section 643(e)(3) election, attach Schedule D (Form 1041), and check here (see page 25 of the instructions ▶ ☐		
8	If the decedent's estate has been open for more than 2 years, attach an explanation for the delay in closing the estate, and check here ▶ ☐		
9	Are any present or future trust beneficiaries skip persons? See page 25 of the instructions	X	

1041	Electing Small Business Trust Tax Calculation	2006

Name of Trust	Employer ID Number
MOLLY SIMON IRREVOCABLE TRUST	20-7294203

Income

Interest	SEE STATEMENT 3	83.
Total Ordinary Dividends		
Less: Qualified Dividends		
Net Dividends		
Other Ordinary Income	SEE STATEMENT 4	17,757.
Net Short-Term Capital Gain		
Ordinary Gains		
Other Income		
Total Income		17,840.

Deductions

Interest	
Taxes	
Fiduciary Fees	
Charitable Deduction	
Attorney, Accountant, Return Preparation Fees	
Other Deductions - Not Subject to 2% Limit	
Other Deductions - Subject to 2% Limit	
Total Deductions	

Tax and Credits

Taxable Income	17,840.
Tax - 35%	6,244.
Net Long-Term Capital Gain and Qualified Dividends	
Tax	
Total Regular Tax	6,244.
Alternative Minimum Tax	
Total Tax	6,244.
Credits	
Recapture and Other Taxes	
Net Tax - to Form 1041, Schedule G, line 7	6,244.

624401
05-01-06

S CORPORATION PORTION

Schedule I **Alternative Minimum Tax** (see pages 26 through 32 of the instructions)

Part I - Estate's or Trust's Share of Alternative Minimum Taxable Income

1	Adjusted total income or (loss) (from page 1, line 17)		1	17,840.
2	Interest		2	
3	Taxes		3	
4	Miscellaneous itemized deductions (from page 1, line 15b)		4	
5	Refund of taxes		5	( )
6	Depletion (difference between regular tax and AMT)		6	
7	Net operating loss deduction. Enter as a positive amount		7	
8	Interest from specified private activity bonds exempt from the regular tax		8	
9	Qualified small business stock (see page 27 of the instructions)		9	
10	Exercise of incentive stock options (excess of AMT income over regular tax income)		10	
11	Other estates and trusts (amount from Schedule K-1 (Form 1041), box 12, code A)		11	
12	Electing large partnerships (amount from Schedule K-1 (Form 1065-B), box 6)		12	
13	Disposition of property (difference between AMT and regular tax gain or loss)		13	
14	Depreciation on assets placed in service after 1986 (difference between regular tax and AMT)		14	
15	Passive activities (difference between AMT and regular tax income or loss)	SEE STATEMENT 5	15	<13.>
16	Loss limitations (difference between AMT and regular tax income or loss)		16	
17	Circulation costs (difference between regular tax and AMT)		17	
18	Long-term contracts (difference between AMT and regular tax income)		18	
19	Mining costs (difference between regular tax and AMT)		19	
20	Research and experimental costs (difference between regular tax and AMT)		20	
21	Income from certain installment sales before January 1, 1987		21	( )
22	Intangible drilling costs preference		22	
23	Other adjustments, including income-based related adjustments		23	
24	Alternative tax net operating loss deduction (See the instructions for the limitation that applies)		24	( )
25	Adjusted alternative minimum taxable income. Combine lines 1 through 24		25	17,827.
	Note: Complete Part II below before going to line 26.			
26	Income distribution deduction from Part II, line 44	26 0.		
27	Estate tax deduction (from page 1, line 19)	27		
28	Add lines 26 and 27		28	
29	Estate's or trust's share of alternative minimum taxable income. Subtract line 28 from line 25.		29	17,827.

If line 29 is:

- $22,500 or less, stop here and enter -0- on Schedule G, line 1c. The estate or trust is not liable for the alternative minimum tax.
- Over $22,500, but less than $165,000, go to line 45.
- $165,000 or more, enter the amount from line 29 on line 51 and go to line 52.

Part II - Income Distribution on a Minimum Tax Basis

30	Adjusted alternative minimum taxable income (see page 30 of the instructions)	30	
31	Adjusted tax-exempt interest (other than amounts included on line 8)	31	
32	Total net gain from Schedule D (Form 1041), line 15, column (1). If a loss, enter -0-	32	
33	Capital gains for the tax year allocated to corpus and paid or permanently set aside for charitable purposes (from Schedule A, line 4)	33	
34	Capital gains paid or permanently set aside for charitable purposes from gross income (see page 30 of the instructions)	34	
35	Capital gains computed on a minimum tax basis included on line 25	35	( )
36	Capital losses computed on a minimum tax basis included on line 25. Enter as a positive amount	36	
37	Distributable net alternative minimum taxable income (DNAMTI). Combine lines 30 through 36. If zero or less, enter -0-	37	
38	Income required to be distributed currently (from Schedule B, line 9)	38	
39	Other amounts paid, credited, or otherwise required to be distributed (from Schedule B, line 10)	39	
40	Total distributions. Add lines 38 and 39	40	
41	Tax-exempt income included on line 40 (other than amounts included on line 8)	41	
42	Tentative income distribution deduction on a minimum tax basis. Subtract line 41 from line 40	42	
43	Tentative income distribution deduction on a minimum tax basis. Subtract line 31 from line 37. If zero or less, enter -0-	43	
44	**Income distribution deduction on a minimum tax basis.** Enter the smaller of line 42 or line 43. Enter here and on line 26	44	

S CORPORATION PORTION

Form 1041 (2006) MOLLY SIMON IRREVOCABLE TRUST 20-7294203 Page 4

Part III - Alternative Minimum Tax

45	Exemption amount			45	$22,500
46	Enter the amount from line 29	46			
47	Phase-out of exemption amount	47	$75,000		
48	Subtract line 47 from line 46. If zero or less, enter -0-	48			
49	Multiply line 48 by 25% (.25)			49	
50	Subtract line 49 from line 45. If zero or less, enter -0-			50	
51	Subtract line 50 from line 46			51	17,827.
52	Go to Part IV of Schedule I to figure line 52 if the estate or trust has qualified dividends or has a gain on lines 14a and 15 of column (2) of Schedule D (Form 1041) (as refigured for the AMT, if necessary). Otherwise, if line 51 is - • $175,000 or less, multiply line 51 by 26% (.26). • Over $175,000, multiply line 51 by 28% (.28) and subtract $3,500 from the result			52	4,635.
53	Alternative minimum foreign tax credit (see page 31 of the instructions)			53	
54	Tentative minimum tax. Subtract line 53 from line 52			54	4,635.
55	Enter the tax from Schedule G, line 1a (minus any foreign tax credit from Schedule G, line 2a)			55	6,244.
56	Alternative minimum tax. Subtract line 55 from line 54. If zero or less, enter -0-. Enter here and on Schedule G, line 1c			56	0.

Part IV - Line 52 Computation Using Maximum Capital Gains Rates

Caution: If you did not complete Part V of Schedule D (Form 1041), the Schedule D Tax Worksheet, or the Qualified Dividends Tax Worksheet, see page 32 of the instructions before completing this part.

57	Enter the amount from line 51			57	
58	Enter the amount from Schedule D (Form 1041), line 22, or line 13 of the Schedule D Tax Worksheet, or line 4 of the Qualified Dividends Tax Worksheet, whichever applies (as refigured for the AMT, if necessary)	58			
59	Enter the amount from Schedule D (Form 1041), line 14b, column (2) (as refigured for the AMT, if necessary). If you did not complete Schedule D for the regular tax or the AMT, enter -0-	59			
60	If you did not complete a Schedule D Tax Worksheet for the regular tax or the AMT, enter the amount from line 58. Otherwise, add lines 58 and 59 and enter the **smaller** of that result or the amount from line 10 of the Schedule D Tax Worksheet (as refigured for the AMT, if necessary)	60			
61	Enter the **smaller** of line 57 or line 60			61	
62	Subtract line 61 from line 57			62	
63	If line 62 is $175,000 or less, multiply line 62 by 26% (.26). Otherwise, multiply line 62 by 28% (.28) and subtract $3,500 from the result		▶	63	
64	Maximum amount subject to the 5% rate	64	$2,050		
65	Enter the amount from line 23 of Schedule D (Form 1041), line 14 of the Schedule D Tax Worksheet, or line 5 of the Qualified Dividends Tax Worksheet, whichever applies (as figured for the regular tax). If you did not complete Schedule D or either worksheet for the regular tax, enter -0-	65			
66	Subtract line 65 from line 64. If zero or less, enter -0-	66			
67	Enter the **smaller** of line 57 or line 58	67			
68	Enter the **smaller** of line 66 or line 67	68			
69	Multiply line 68 by 5% (.05)		▶	69	
70	Subtract line 68 from line 67	70			
71	Multiply line 70 by 15% (.15)		▶	71	
	If line 59 is zero or blank, skip lines 72 and 73 and go to line 74. Otherwise, go to line 72.				
72	Subtract line 67 from line 61	72			
73	Multiply line 72 by 25% (.25)		▶	73	
74	Add lines 63, 69, 71, and 73			74	
75	If line 57 is $175,000 or less, multiply line 57 by 26% (.26). Otherwise, multiply line 57 by 28% (.28%) and subtract $3,500 from the result			75	
76	Enter the **smaller** of line 74 or line 75 here and on line 52			76	

JWA

Form **1041** (2006)

619862
02-05-07

MOLLY SIMON IRREVOCABLE TRUST 20-7294203

FORM 1041 LATE PAYMENT INTEREST STATEMENT 1

DESCRIPTION	DATE	AMOUNT	BALANCE	RATE	DAYS	INTEREST
TAX DUE	04/15/07	6,244.	6,244.	.0700	76	92.
INTEREST RATE CHANGE	06/30/07	0.	6,336.	.0800	107	150.
DATE FILED	10/15/07		6,486.			
TOTAL LATE PAYMENT INTEREST						242.

FORM 1041 LATE PAYMENT PENALTY STATEMENT 2

DESCRIPTION	DATE	AMOUNT	BALANCE	MONTHS	PENALTY
TAX DUE	04/15/07	6,244.	6,244.	6	187.
DATE FILED	10/15/07				
TOTAL LATE PAYMENT PENALTY					187.

MOLLY SIMON IRREVOCABLE TRUST 20-7294203

ESBT INTEREST STATEMENT 3

DESCRIPTION	U.S. INTEREST	OTHER TAXABLE INTEREST
LIC HOLDINGS, INC. - REGULAR INTEREST	0.	83.
SUBTOTALS	0.	83.
TOTAL INTEREST		83.

ESBT OTHER ORDINARY INCOME STATEMENT 4

DESCRIPTION	AMOUNT
FROM - LIC HOLDINGS, INC.	17,757.
TOTAL TO ESBT WORKSHEET	17,757.

ESBT SCHEDULE I PASSIVE ACTIVITY LOSS STATEMENT 5

NAME OF ACTIVITY	FORM	NET INCOME (LOSS) AMT	NET INCOME (LOSS) REGULAR	ADJUSTMENT
LIC HOLDINGS, INC.	SCH E	17,744.	17,757.	<13.>
TOTAL TO SCHEDULE I, LINE 15				<13.>

ESBT FORM 8582 OTHER PASSIVE ACTIVITIES - WORKSHEET 3 STATEMENT 6

NAME OF ACTIVITY	CURRENT YEAR NET INCOME	CURRENT YEAR NET LOSS	PRIOR YEAR UNALLOWED LOSS	OVERALL GAIN OR LOSS GAIN	OVERALL GAIN OR LOSS LOSS
LIC HOLDINGS, INC.	17,757.	0.	0.	17,757.	0.
TOTALS	17,757.	0.	0.	17,757.	0.

MOLLY SIMON IRREVOCABLE TRUST 20-7294203

ESBT FORM 8582 SUMMARY OF PASSIVE ACTIVITIES STATEMENT 7

RRE A - NAME	FORM OR SCHEDULE	GAIN/LOSS	PRIOR YEAR C/O	NET GAIN/LOSS	UNALLOWED LOSS	ALLOWED LOSS
LIC HOLDINGS, INC.	SCH E	17,757.	0.	17,757.	0.	0.
TOTALS		17,757.	0.	17,757.	0.	0.

PRIOR YEAR CARRYOVERS ALLOWED DUE TO CURRENT YEAR NET ACTIVITY INCOME

TOTAL TO FORM 8582, LINE 11 0.

ESBT FORM 8582 ALTERNATIVE MINIMUM TAX STATEMENT 8
OTHER PASSIVE ACTIVITIES - WORKSHEET 3

NAME OF ACTIVITY	CURRENT YEAR NET INCOME	CURRENT YEAR NET LOSS	PRIOR YEAR UNALLOWED LOSS	OVERALL GAIN OR LOSS GAIN	OVERALL GAIN OR LOSS LOSS
LIC HOLDINGS, INC.	17,744.	0.	0.	17,744.	0.
TOTALS	17,744.	0.	0.	17,744.	0.

ARBITRAGE INTERNATIONAL MANAGEMENT LLC
950 PENINSULA CORPORATE CIRCLE
SUITE 3010
BOCA RATON, FL 33487

WACHOVIA BANK, N.A.

2787

63-643/670

10/3/07

PAY TO THE ORDER OF Molly Simon Trust

$ 17,073.86

Seventeen Thousand, Seventy Three And 86/00 ——— DOLLARS

MEMO: Distribution, LLC Holdings

Authorized Signature

⑈002787⑈ ⑆067006432⑆ 2000034069950⑈

Lauren Galvani

From: Diana Banks [diana@lifeinsuranceconcepts.com]
Sent: Tuesday, March 16, 2010 3:44 PM
To: Lauren Galvani
Subject: Grandchildren Trusts

Parent: Ted Bernstein

Alexandra Bernstein	7/12/88
Eric Bernstein	7/6/89
Michael Bernstein	3/12/92

Parents: Eliot and Candice Bernstein

Daniel Bernstein	11/26/02
Jake Bernstein	1/1/99
Joshua Bernstein	8/27/97

Parents: Jill and Guy Iantoni

Julia Iantoni	1/7/01

Parents: Pam and Adam Simon

Molly Simon	12/3/90

Parents: Lisa and Jeff Friedstein

Max Friedstein	1/30/96
Carly Friedstein	2/17/98

Diana Banks - Vice President of Administration

. . . . . .

Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, FL 33487
Tel: 561.988.8984
Toll Free: 866.395.8984
Fax: 561.988.0833
Email: Diana@LifeInsuranceConcepts.com

www.LifeInsuranceConcepts.com

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Lauren Galvani

From: Lauren Galvani
Sent: Tuesday, March 16, 2010 3:47 PM
To: 'Diana Banks'
Subject: RE: Grandchildren Trusts

Diana,

Thank you very much for your quick response. It is greatly appreciated.

Sincerely,

Lauren

Lauren A. Galvani, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
E-mail: lgalvani@tescherspallina.com

If you would like to learn more about TESCHER & SPALLINA, P.A., please visit our website at www.tescherspallina.com

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Diana Banks – Vice President of Administration

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Lauren Galvani

From: Diana Banks [diana@lifeinsuranceconcepts.com]
Sent: Tuesday, March 16, 2010 3:48 PM
To: Lauren Galvani
Subject: RE: Grandchildren Trusts

You are very welcome. Have a good night.

Diana Banks - Vice President of Administration

. . . . . .

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950 Peninsula Corporate Circle, Suite 3010
Boca Raton, FL 33487
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Diana,

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Sincerely,

Lauren

Lauren A. Galvani, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
E-mail: lgalvani@tescherspallina.com

If you would like to learn more about TESCHER & SPALLINA, P.A., please visit our website at www.tescherspallina.com

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Max Friedstein	1/30/96
Carly Friedstein	2/17/98

Diana Banks – Vice President of Administration

Life!

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GOLDSTEIN LEWIN & CO.
1900 N.W. CORPORATE BLVD. STE E-300
BOCA RATON, FL 33431-8502

LIC HOLDINGS INC
950 PENINSULA CORP. CIRCLE, SUITE 3010
BOCA RATON, FL 33487

626340
05-01-06

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CLIENT'S COPY

Goldstein
Lewin & Co.
CERTIFIED PUBLIC ACCOUNTANTS
AND CONSULTANTS

CLIENT: 4002148
SEPTEMBER 14, 2007

LIC HOLDINGS INC
950 PENINSULA CORP. CIRCLE, SUITE 3010
BOCA RATON, FL 33487

PROFESSIONAL SERVICES RENDERED IN THE PREPARATION OF YOUR 2006 S CORPORATION RETURNS, INCLUDING:

FORM 1120S, U.S. INCOME TAX RETURN FOR AN S CORPORATION	$ 42.25
SCHEDULE K-1, SHAREHOLDER'S SHARE OF INCOME, ETC	24.05
FORM 4562, DEPRECIATION AND AMORTIZATION	1.85
CURRENT YEAR DEPRECIATION REPORT	1.35
NEXT YEAR DEPRECIATION REPORT	1.35
TOTAL FEE	$ 70.85

1900 NW Corporate Blvd. E-300
Boca Raton, Florida 33431
Tel. (561) 994-5050
Fax (561) 241-0071

Broward (954) 429-8555
Dade (305) 944-3582
Palm Beach (561) 737-0309
www.glcpa.com

Ft. Lauderdale Office
1 East Broward Blvd., Suite 700
Ft. Lauderdale, Florida 33301
(reply to Boca address)

Goldstein
Lewin & Co.
CERTIFIED PUBLIC ACCOUNTANTS
AND CONSULTANTS

SEPTEMBER 17, 2007

LIC HOLDINGS INC
950 PENINSULA CORP. CIRCLE, SUITE 3010
BOCA RATON, FL 33487

LIC HOLDINGS INC :

ENCLOSED ARE THE ORIGINAL AND ONE COPY OF YOUR 2006 S CORPORATION TAX RETURN, AS FOLLOWS...

2006 U.S. S CORPORATION INCOME TAX RETURN

WE PREPARED THE RETURN FROM INFORMATION YOU FURNISHED US WITHOUT VERIFICATION. UPON EXAMINATION OF THE RETURN BY TAXING AUTHORITIES, REQUESTS MAY BE MADE FOR UNDERLYING DATA. WE THEREFORE RECOMMEND THAT YOU PRESERVE ALL RECORDS WHICH YOU MAY BE CALLED UPON TO PRODUCE IN CONNECTION WITH SUCH AN EXAMINATION.

WE HAVE ENCLOSED MAILING ENVELOPES FOR YOUR CONVENIENCE IN FILING THE RETURN.

WE RECOMMEND THAT YOU SEND THE RETURN TO THE TAXING AUTHORITIES BY CERTIFIED MAIL WITH A REQUEST FOR A RETURN RECEIPT. PLEASE RETAIN THE RECEIPT AS A PROOF OF TIMELY FILING.

WE SINCERELY APPRECIATE THIS OPPORTUNITY TO SERVE YOU. IF YOU HAVE ANY QUESTIONS REGARDING THE RETURN, PLEASE DO NOT HESITATE TO CALL.

1900 NW Corporate Blvd. E-300
Boca Raton, Florida 33431
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Ft. Lauderdale Office
1 East Broward Blvd., Suite 700
Ft. Lauderdale, Florida 33301
(reply to Boca address)

THE ORIGINAL SHOULD BE DATED, SIGNED AND FILED IN ACCORDANCE WITH THE FILING INSTRUCTIONS. THE COPY SHOULD BE RETAINED FOR YOUR FILES.

SINCERELY,

GOLDSTEIN LEWIN & CO.

2006 TAX RETURN FILING INSTRUCTIONS

U.S. S CORPORATION INCOME TAX RETURN

FOR THE YEAR ENDING

DECEMBER 31, 2006

Prepared for	LIC HOLDINGS INC 950 PENINSULA CORP. CIRCLE, SUITE 3010 BOCA RATON, FL 33487
Prepared by	GOLDSTEIN LEWIN & CO. 1900 N.W. CORPORATE BLVD. STE E-300 BOCA RATON, FL 33431-8502
To be signed and dated by	THE APPROPRIATE CORPORATE OFFICER(S).
Amount of tax	Total tax $ 0 Less: payments and credits $ 0 Plus: interest and penalties $ 0 NO PMT REQUIRED $
Overpayment	Credited to your estimated tax $ 0 Refunded to you $ 0
Make check payable to	NOT APPLICABLE
Mail tax return and check (if applicable) to	INTERNAL REVENUE SERVICE CENTER OGDEN, UT 84201-0013
Return must be mailed on or before	PLEASE SIGN AND MAIL AS SOON AS POSSIBLE.
Special Instructions	ENCLOSED ARE COPIES OF SCHEDULE K-1 TO BE DISTRIBUTED TO THE SHAREHOLDERS.

600084/05-01-06

Form **1120S**

Department of the Treasury
Internal Revenue Service (77)

U.S. Income Tax Return for an S Corporation

▶ Do not file this form unless the corporation has filed Form 2553 to elect to be an S corporation.

EXTENSION GRANTED TO 09/15/07

OMB No. 1545-0130

2006

For calendar year 2006, or tax year beginning SEPTEMBER 1, 2006 , and ending DECEMBER 31, 2006

A Effective date of S election: 09/01/2006	Use the IRS label. Other-wise, print or type. Name: LIC HOLDINGS INC	**C** Employer identification number: 20-5290314
B Business activity code number (see instructions): 524290	Number, street, and room or suite no. If a P.O. box, see instructions.: 950 PENINSULA CORP. CIRCLE, SUITE 3010	**D** Date incorporated: 09/01/2006
	City or town, state, and ZIP code: BOCA RATON, FL 33487	**E** Total assets (see instructions): $ 3,383,779.

F Check if: (1) [X] Initial return (2) [ ] Final return (3) [ ] Name change (4) [ ] Address change (5) [ ] Amended return

G Enter the number of shareholders in the corporation at end of the tax year ▶ 13

H Check if Schedule M-3 is required *(attach Schedule M-3)* ▶ [ ]

Caution: *Include* **only** *trade or business income and expenses on lines 1a through 21. See the instructions for more information.*

Income	1 a	Gross receipts or sales 6,113,843. b Less returns and allowances c Bal ▶	1c	6,113,843.
	2	Cost of goods sold (Schedule A, line 8)	2	
	3	Gross profit. Subtract line 2 from line 1c	3	6,113,843.
	4	Net gain (loss) from Form 4797, Part II, line 17 *(attach Form 4797)*	4	
	5	Other income (loss) *(attach statement)*	5	
	6	**Total income (loss).** Add lines 3 through 5 ▶	6	6,113,843.
Deductions (See instructions for limitations)	7	Compensation of officers	7	200,000.
	8	Salaries and wages (less employment credits)	8	2,007,567.
	9	Repairs and maintenance	9	9,139.
	10	Bad debts	10	
	11	Rents	11	1,688.
	12	Taxes and licenses STATEMENT 1	12	82,280.
	13	Interest	13	6,476.
	14	Depreciation not claimed on Schedule A or elsewhere on return *(attach Form 4562)*	14	5,127.
	15	Depletion **(Do not deduct oil and gas depletion.)**	15	
	16	Advertising	16	18,795.
	17	Pension, profit-sharing, etc., plans	17	
	18	Employee benefit programs	18	
	19	Other deductions *(attach statement)* STATEMENT 2	19	2,302,973.
	20	**Total deductions.** Add lines 7 through 19 ▶	20	4,634,045.
	21	**Ordinary business income (loss).** Subtract line 20 from line 6	21	1,479,798.
Tax and Payments	22 a	Excess net passive income or LIFO recapture tax *(see instructions)* 22a		
	b	Tax from Schedule D (Form 1120S) 22b		
	c	Add lines 22a and 22b	22c	
	23 a	2006 estimated tax payments and 2005 overpayment credited to 2006 23a		
	b	Tax deposited with Form 7004 23b		
	c	Credit for federal tax paid on fuels *(attach Form 4136)* 23c		
	d	Credit for federal telephone excise tax paid *(attach Form 8913)* 23d		
	e	Add lines 23a through 23d	23e	
	24	Estimated tax penalty *(see instructions)*. Check if Form 2220 is attached ▶ [ ]	24	
	25	**Amount owed.** If line 23e is smaller than the total of lines 22c and 24, enter amount owed	25	
	26	**Overpayment.** If line 23e is larger than the total of lines 22c and 24, enter amount overpaid	26	
	27	Enter amount from line 26 **Credited to 2007 estimated tax** ▶ **Refunded** ▶	27	

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

▶ Signature of officer | Date | ▶ Title

May the IRS discuss this return with the preparer shown below (see instr.)? [X] Yes [ ] No

Paid Preparer's Use Only

Preparer's signature ▶	Date	Check if self-employed [ ]	Preparer's SSN or PTIN: P00127193
Firm's name (or yours if self-employed), address, and ZIP code: ▶ GOLDSTEIN LEWIN & CO. 1900 N.W. CORPORATE BLVD. STE E-300 BOCA RATON, FL 33431-8502		EIN: 59-2147155	Phone no. (561)994-5050

Schedule A Cost of Goods Sold (see instructions)

1	Inventory at beginning of year	1	
2	Purchases	2	
3	Cost of labor	3	
4	Additional section 263A costs (attach statement)	4	
5	Other costs (attach statement)	5	
6	**Total.** Add lines 1 through 5	6	
7	Inventory at end of year	7	
8	**Cost of goods sold.** Subtract line 7 from line 6. Enter here and on page 1, line 2	8	

9a Check all methods used for valuing closing inventory: (i) ☐ Cost as described in Regulations section 1.471-3
(ii) ☐ Lower of cost or market as described in Regulations section 1.471-4
(iii) ☐ Other (Specify method used and attach explanation) ▶

b Check if there was a writedown of subnormal goods as described in Regulations section 1.471-2(c) ▶ ☐

c Check if the LIFO inventory method was adopted this tax year for any goods (if checked, attach Form 970) ▶ ☐

d If the LIFO inventory method was used for this tax year, enter percentage (or amounts) of closing inventory computed under LIFO 9d

e If property is produced or acquired for resale, do the rules of Section 263A apply to the corporation? ☐ Yes ☐ No

f Was there any change in determining quantities, cost, or valuations between opening and closing inventory? ☐ Yes ☐ No
If "Yes," attach explanation.

Schedule B Other Information (see instructions)

		Yes	No
1	Check method of accounting: (a) ☒ Cash (b) ☐ Accrual (c) ☐ Other (specify) ▶		
2	See the instructions and enter the: (a) Business activity ▶ HOLDING COMPANY (b) Product or service ▶ INSURANCE MANAGEMENT		
3	At the end of the tax year, did the corporation own, directly or indirectly, 50% or more of the voting stock of a domestic corporation? (For rules of attribution, see section 267(c).) If "Yes," attach a statement showing: (a) name and employer identification number (EIN), (b) percentage owned, and (c) if 100% owned, was a QSub election made?		X
4	Was the corporation a member of a controlled group subject to the provisions of section 1561?		X
5	Has this corporation filed, or is it required to file, a return under section 6111 to provide information on any reportable transaction?		X
6	Check this box if the corporation issued publicly offered debt instruments with original issue discount ▶ ☐ If checked, the corporation may have to file **Form 8281**, Information Return for Publicly Offered Original Issue Discount Instruments.		
7	If the corporation: (a) was a C corporation before it elected to be an S corporation or the corporation acquired an asset with a basis determined by reference to its basis (or the basis of any other property) in the hands of a C corporation and (b) has net unrealized built-in gain (defined in section 1374(d)(1)) in excess of the net recognized built-in gain from prior years, enter the net unrealized built-in gain reduced by net recognized built-in gain from prior years ▶ $		
8	Enter the accumulated earnings and profits of the corporation at the end of the tax year ▶ $		
9	Are the corporation's total receipts (see instructions) for the tax year and its total assets at the end of the tax year less than $250,000? If "Yes," the corporation is not required to complete Schedules L and M-1		X

Note: If the corporation, at any time during the tax year, had assets or operated a business in a foreign country or U.S. possession, it may be required to attach **Schedule N (Form 1120)**, Foreign Operations of U.S. Corporations, to this return. See Schedule N for details.

Schedule K Shareholders' Pro Rata Share Items

				Total amount
Income (Loss)	1	Ordinary business income (loss) (page 1, line 21)	1	1,479,798.
	2	Net rental real estate income (loss) (attach Form 8825)	2	
	3a	Other gross rental income (loss) 3a		
	b	Expenses from other rental activities (attach statement) 3b		
	c	Other net rental income (loss). Subtract line 3b from line 3a	3c	
	4	Interest income STATEMENT 3	4	6,966.
	5	Dividends: a Ordinary dividends	5a	
		b Qualified dividends 5b		
	6	Royalties	6	
	7	Net short-term capital gain (loss) (attach Schedule D (Form 1120S))	7	
	8a	Net long-term capital gain (loss) (attach Schedule D (Form 1120S))	8a	
	b	Collectibles (28%) gain (loss) 8b		
	c	Unrecaptured section 1250 gain (attach statement) 8c		
	9	Net section 1231 gain (loss) (attach Form 4797)	9	
	10	Other income (loss) (see instructions) Type ▶	10	

	Shareholders' Pro Rata Share Items (continued)		Total amount
Deductions	11 Section 179 deduction (attach Form 4562)	11	63,942.
	12a Contributions	12a	
	b Investment interest expense	12b	
	c Section 59(e)(2) expenditures (1) Type ▶		
	(2) Amount ▶	12c(2)	
	d Other deductions (see instructions) Type ▶	12d	
Credits	13a Low-income housing credit (section 42(j)(5))	13a	
	b Low-income housing credit (other)	13b	
	c Qualified rehabilitation expenditures (rental real estate) (attach Form 3468)	13c	
	d Other rental real estate credits (see instructions) Type ▶	13d	
	e Other rental credits (see instructions) Type ▶	13e	
	f Credit for alcohol used as fuel (attach Form 6478)	13f	
	g Other credits (see instructions) Type ▶	13g	
Foreign Transactions	14a Name of country or U.S. possession ▶		
	b Gross income from all sources	14b	
	c Gross income sourced at shareholder level	14c	
	Foreign gross income sourced at corporate level		
	d Passive	14d	
	e Listed categories (attach statement)	14e	
	f General limitation	14f	
	Deductions allocated and apportioned at shareholder level		
	g Interest expense	14g	
	h Other	14h	
	Deductions allocated and apportioned at corporate level to foreign source income		
	i Passive	14i	
	j Listed categories (attach statement)	14j	
	k General limitation	14k	
	Other information		
	l Total foreign taxes (check one): ▶ ☐ Paid ☐ Accrued	14l	
	m Reduction in taxes available for credit (attach statement)	14m	
	n Other foreign tax information (attach statement)		
Alternative Minimum Tax (AMT) Items	15a Post-1986 depreciation adjustment	15a	<1,062.>
	b Adjusted gain or loss	15b	
	c Depletion (other than oil and gas)	15c	
	d Oil, gas, and geothermal properties - gross income	15d	
	e Oil, gas, and geothermal properties - deductions	15e	
	f Other AMT items (attach statement)	15f	
Items Affecting Shareholder Basis	16a Tax-exempt interest income	16a	
	b Other tax-exempt income	16b	
	c Nondeductible expenses STATEMENT 4	16c	7,803.
	d Property distributions	16d	
	e Repayment of loans from shareholders	16e	
Other Information	17a Investment income	17a	6,966.
	b Investment expenses	17b	
	c Dividend distributions paid from accumulated earnings and profits	17c	
	d Other items and amounts (attach statement)		
Reconciliation	18 **Income/loss reconciliation.** Combine the amounts on lines 1 through 10 in the far right column. From the result, subtract the sum of the amounts on lines 11 through 12d and 14l	18	1,422,822.

Schedule L Balance Sheets per Books

Assets	Beginning of tax year (a)	(b)	End of tax year (c)	(d)
1 Cash				1,537,690.
2 a Trade notes and accounts receivable				
b Less allowance for bad debts				
3 Inventories				
4 U.S. Government obligations				
5 Tax-exempt securities				
6 Other current assets (att. stmt.)	STATEMENT 7			1,547,185.
7 Loans to shareholders				
8 Mortgage and real estate loans				
9 Other investments (att. stmt.)				
10 a Buildings and other depreciable assets			286,676.	
b Less accumulated depreciation			156,241.	130,435.
11 a Depletable assets				
b Less accumulated depletion				
12 Land (net of any amortization)				608.
13 a Intangible assets (amortizable only)				
b Less accumulated amortization				
14 Other assets (att. stmt.)	STATEMENT 8			167,861.
15 Total assets				3,383,779.
Liabilities and Shareholders' Equity				
16 Accounts payable				
17 Mortgages, notes, bonds payable in less than 1 year				1,279,050.
18 Other current liabilities (att. stmt.)	STATEMENT 9			4,500.
19 Loans from shareholders				662,148.
20 Mortgages, notes, bonds payable in 1 year or more				
21 Other liabilities (att. stmt.)				
22 Capital stock				1,400.
23 Additional paid-in capital				245,116.
24 Retained earnings	STATEMENT 11			1,414,643.
25 Adjustments to shareholders' equity (att. stmt.)	STATEMENT 12			<223,078.>
26 Less cost of treasury stock		( )		( )
27 Total liabilities and shareholders' equity				3,383,779.

Schedule M-1 Reconciliation of Income (Loss) per Books With Income (Loss) per Return

Note: Schedule M-3 required instead of Schedule M-1 if total assets are $10 million or more - see instructions

1 Net income (loss) per books	1,414,643.	5 Income recorded on books this year not included on Schedule K, lines 1 through 10 (itemize): a Tax-exempt interest $	
2 Income included on Schedule K, lines 1, 2, 3c, 4, 5a, 6, 7, 8a, 9, and 10, not recorded on books this year (itemize):			
3 Expenses recorded on books this year not included on Schedule K, lines 1 through 12 and 14l (itemize): a Depreciation $		6 Deductions included on Schedule K, lines 1 through 12 and 14l, not charged against book income this year (itemize): a Depreciation $	
b Travel and entertainment $ 7,803.			
STMT 10 376.	8,179.	7 Add lines 5 and 6	
4 Add lines 1 through 3	1,422,822.	8 Income (loss) (Schedule K, line 18). Line 4 less line 7	1,422,822.

Schedule M-2 Analysis of Accumulated Adjustments Account, Other Adjustments Account, and Shareholders' Undistributed Taxable Income Previously Taxed (see instructions)

	(a) Accumulated adjustments account	(b) Other adjustments account	(c) Shareholders' undistributed taxable income previously taxed
1 Balance at beginning of tax year			
2 Ordinary income from page 1, line 21	1,479,798.		
3 Other additions STATEMENT 5	6,966.		
4 Loss from page 1, line 21	( )		
5 Other reductions STATEMENT 6	(294,823.)	( )	
6 Combine lines 1 through 5	1,191,941.		
7 Distributions other than dividend distributions			
8 Balance at end of tax year. Subtract line 7 from line 6	1,191,941.		

Form **4562**

Department of the Treasury
Internal Revenue Service

Depreciation and Amortization
(Including Information on Listed Property) OTHER

▶ See separate instructions. ▶ Attach to your tax return.

OMB No. 1545-0172

2006

Attachment Sequence No. **67**

Name(s) shown on return	Business or activity to which this form relates	Identifying number
LIC HOLDINGS INC	OTHER DEPRECIATION	20-5290314

Part I **Election To Expense Certain Property Under Section 179** **Note:** *If you have any listed property, complete Part V before you complete Part I.*

1	Maximum amount. See the instructions for a higher limit for certain businesses	1	108,000.
2	Total cost of section 179 property placed in service (see instructions)	2	182,760.
3	Threshold cost of section 179 property before reduction in limitation	3	430,000.
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	
5	Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions	5	108,000.

6	(a) Description of property	(b) Cost (business use only)	(c) Elected cost
	SEE STATEMENT 13	63,942.	63,942.

7	Listed property. Enter the amount from line 29	7	
8	Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7	8	63,942.
9	Tentative deduction. Enter the **smaller** of line 5 or line 8	9	63,942.
10	Carryover of disallowed deduction from line 13 of your 2005 Form 4562	10	
11	Business income limitation. Enter the smaller of business income (not less than zero) or line 5	11	108,000.
12	Section 179 expense deduction. Add lines 9 and 10, but do not enter more than line 11	12	63,942.
13	Carryover of disallowed deduction to 2007. Add lines 9 and 10, less line 12 ▶	13	

Note: *Do not use Part II or Part III below for listed property. Instead, use Part V.*

Part II **Special Depreciation Allowance and Other Depreciation (Do not include listed property.)**

14	Special allowance for qualified New York Liberty or Gulf Opportunity Zone property (other than listed property) placed in service during the tax year	14	
15	Property subject to section 168(f)(1) election	15	
16	Other depreciation (including ACRS)	16	

Part III **MACRS Depreciation (Do not include listed property.)** (See instructions.)

Section A

17	MACRS deductions for assets placed in service in tax years beginning before 2006	17	
18	If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here ▶ ☐		

Section B - Assets Placed in Service During 2006 Tax Year Using the General Depreciation System

	(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only - see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a	3-year property						
b	5-year property		9,852.	5 YRS.	MQ	SL	545.
c	7-year property		115,230.	7 YRS.	MQ	200DB	4,582.
d	10-year property						
e	15-year property						
f	20-year property						
g	25-year property			25 yrs.		S/L	
h	Residential rental property	/		27.5 yrs.	MM	S/L	
		/		27.5 yrs.	MM	S/L	
i	Nonresidential real property	/		39 yrs.	MM	S/L	
		/			MM	S/L	

Section C - Assets Placed in Service During 2006 Tax Year Using the Alternative Depreciation System

20a	Class life					S/L	
b	12-year			12 yrs.		S/L	
c	40-year	/		40 yrs.	MM	S/L	

Part IV **Summary** (see instructions)

21	Listed property. Enter amount from line 28	21	
22	**Total.** Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations - see instr.	22	5,127.
23	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	23	

Part V **Listed Property** (Include automobiles, certain other vehicles, cellular telephones, certain computers, and property used for entertainment, recreation, or amusement.)
Note: *For any vehicle for which you are using the standard mileage rate or deducting lease expense, complete* **only** *24a, 24b, columns (a) through (c) of Section A, all of Section B, and Section C if applicable.*

Section A - Depreciation and Other Information (Caution: *See the instructions for limits for passenger automobiles.*)

24a Do you have evidence to support the business/investment use claimed? ☐ Yes ☐ No | 24b If "Yes," is the evidence written? ☐ Yes ☐ No

(a) Type of property (list vehicles first)	(b) Date placed in service	(c) Business/ investment use percentage	(d) Cost or other basis	(e) Basis for depreciation (business/investment use only)	(f) Recovery period	(g) Method/ Convention	(h) Depreciation deduction	(i) Elected section 179 cost
25 Special allowance for qualified New York Liberty or Gulf Opportunity Zone property placed in service during the tax year and used more than 50% in a qualified business use						25		
26 Property used more than 50% in a qualified business use:								
		%						
		%						
		%						
27 Property used 50% or less in a qualified business use:								
		%				S/L -		
		%				S/L -		
		%				S/L -		
28 Add amounts in column (h), lines 25 through 27. Enter here and on line 21, page 1						28		
29 Add amounts in column (i), line 26. Enter here and on line 7, page 1							29	

Section B - Information on Use of Vehicles

Complete this section for vehicles used by a sole proprietor, partner, or other "more than 5% owner," or related person.
If you provided vehicles to your employees, first answer the questions in Section C to see if you meet an exception to completing this section for those vehicles.

	(a) Vehicle		(b) Vehicle		(c) Vehicle		(d) Vehicle		(e) Vehicle		(f) Vehicle	
30 Total business/investment miles driven during the year (**do not** include commuting miles)												
31 Total commuting miles driven during the year												
32 Total other personal (noncommuting) miles driven												
33 Total miles driven during the year. Add lines 30 through 32												
	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
34 Was the vehicle available for personal use during off-duty hours?												
35 Was the vehicle used primarily by a more than 5% owner or related person?												
36 Is another vehicle available for personal use?												

Section C - Questions for Employers Who Provide Vehicles for Use by Their Employees

Answer these questions to determine if you meet an exception to completing Section B for vehicles used by employees who **are not** more than 5% owners or related persons.

	Yes	No
37 Do you maintain a written policy statement that prohibits all personal use of vehicles, including commuting, by your employees?		
38 Do you maintain a written policy statement that prohibits personal use of vehicles, except commuting, by your employees? See the instructions for vehicles used by corporate officers, directors, or 1% or more owners		
39 Do you treat all use of vehicles by employees as personal use?		
40 Do you provide more than five vehicles to your employees, obtain information from your employees about the use of the vehicles, and retain the information received?		
41 Do you meet the requirements concerning qualified automobile demonstration use?		

Note: *If your answer to 37, 38, 39, 40, or 41 is "Yes," do not complete Section B for the covered vehicles.*

Part VI **Amortization**

(a) Description of costs	(b) Date amortization begins	(c) Amortizable amount	(d) Code section	(e) Amortization period or percentage	(f) Amortization for this year
42 Amortization of costs that begins during your 2006 tax year:					
43 Amortization of costs that began before your 2006 tax year				43	
44 **Total.** Add amounts in column (f). See the instructions for where to report				44	

2006 DEPRECIATION AND AMORTIZATION REPORT

OTHER DEPRECIATION — OTHER

Asset No.	Description	Date Acquired	Method	Life	Conv	Line No.	Unadjusted Cost Or Basis	Bus % Excl	Section 179 Expense	* Reduction In Basis	Basis For Depreciation	Beginning Accumulated Depreciation	Current Sec 179 Expense	Current Year Deduction	Ending Accumulated Depreciation
6	OFFICE FURNITURE	09/03/02	200DB	7.00	HY	17	10,700.				10,700.	5,518.		0.	5,518.
10	OFFICE FURNITURE	12/03/02	200DB	7.00	HY	17	20,123.				20,123.	10,079.		0.	10,079.
11	OFFICE FURNITURE	10/30/02	200DB	7.00	HY	17	4,047.				4,047.	2,027.		0.	2,027.
12	OFFICE FURNITURE	11/20/02	200DB	7.00	HY	17	2,923.				2,923.	1,464.		0.	1,464.
13	OFFICE FURNITURE	12/26/02	200DB	7.00	HY	17	4,101.				4,101.	2,054.		0.	2,054.
14	START UP COSTS	01/01/02		60M	HY	43	866.				866.	807.		0.	807.
15	OFFICE EQUIPMENT	07/11/03	200DB	7.00	HY	17	12,274.				12,274.	3,964.		0.	3,964.
16	COMPUTER EQUIPMENT	08/28/03	200DB	5.00	HY	17	1,203.				1,203.	474.		0.	474.
17	OFFICE FURNITURE	04/28/05	200DB	7.00	HY	17	2,965.		2,965.					0.	
18	COMPUTER EQUIPMENT	06/01/05	200DB	5.00	HY	17	1,850.		1,850.					0.	
19	OFFICE EQUIPMENT	04/05/06	200DB	7.00	HY	17	16,619.		16,619.					0.	
20	OFFICE EQUIPMENT	05/01/06	200DB	7.00	HY	17	12,651.		12,651.					0.	
26	COMPUTER EQUIPMENT	05/01/06	200DB	7.00	HY	17	8,200.		8,200.					0.	
32	OFFICE EQUIPMENT	09/20/06	200DB	7.00	MQ	19C	4,880.				4,880.			407.	407.
33	COMPUTER EQUIPMENT	09/11/06	200DB	5.00	MQ	19B	2,237.				2,237.			261.	261.
34	COMPUTER EQUIPMENT	11/08/06	200DB	5.00	MQ	19B	11,081.		11,081.				11,081.	11,081.	
35	COMPUTER EQUIPMENT	12/18/06	200DB	5.00	MQ	19B	1,351.				1,351.			23.	23.
36	LEASEHOLD IMPROVEMENTS	10/19/06	SL	5.00	MQ	19B	6,264.				6,264.			261.	261.

628111
12-05-06

(D) - Asset disposed

* ITC, Salvage, Bonus, Commercial Revitalization Deduction, GO Zone

2006 DEPRECIATION AND AMORTIZATION REPORT

OTHER DEPRECIATION

OTHER

Asset No.	Description	Date Acquired	Method	Life	Conv	Line No.	Unadjusted Cost Or Basis	Bus % Excl	Section 179 Expense	* Reduction In Basis	Basis For Depreciation	Beginning Accumulated Depreciation	Current Sec 179 Expense	Current Year Deduction	Ending Accumulated Depreciation
37	OFFICE EQUIPMENT	10/24/06	200DB	7.00	MQ	19C	9,825.				9,825.			585.	585.
38	OFFICE EQUIPMENT	11/12/06	200DB	7.00	MQ	19C	8,137.		8,137.				8,137.	8,137.	
39	OFFICE FURNITURE	10/16/06	200DB	7.00	MQ	19C	24,500.		24,500.				24,500.	24,500.	
40	OFFICE FURNITURE	10/30/06	200DB	7.00	MQ	19C	4,290.		4,290.				4,290.	4,290.	
41	OFFICE FURNITURE	11/01/06	200DB	7.00	MQ	19C	7,265.		7,265.				7,265.	7,265.	
42	OFFICE FURNITURE	11/06/06	200DB	7.00	MQ	19C	6,544.		6,544.				6,544.	6,544.	
43	DECORATIVE ARTWORK	11/06/06	200DB	7.00	MQ	19C	100,525.				100,525.			3,590.	3,590.
44	OFFICE FURNITURE	12/11/06	200DB	7.00	MQ	19C	2,125.		2,125.				2,125.	2,125.	
	* TOTAL OTHER DEPRECIATION & AMORT						287,546.		106,227.		181,319.	26,387.	63,942.	69,069.	31,514.
	LESS: SEC 179 ALLOC TO SHAREHOLDERS													63,942.	
	NET DEPRECIATION													5,127.	
	CURRENT YEAR ACTIVITY														
	BEGINNING BALANCE						98,522.		42,285.	0.	56,237.	26,387.			26,387.
	ACQUISITIONS						189,024.		63,942.	0.	125,082.	0.			5,127.
	DISPOSITIONS						0.		0.	0.	0.	0.			0.
	ENDING BALANCE						287,546.		106,227.	0.	181,319.	26,387.			31,514.

628111
12-05-06

(D) - Asset disposed

* ITC, Salvage, Bonus, Commercial Revitalization Deduction, GO Zone

LIC HOLDINGS INC 20-5290314

FORM 1120S TAXES AND LICENSES STATEMENT 1

DESCRIPTION	AMOUNT
PAYROLL TAXES	82,280.
TOTAL TO FORM 1120S, PAGE 1, LINE 12	82,280.

FORM 1120S OTHER DEDUCTIONS STATEMENT 2

DESCRIPTION	AMOUNT
ALARM & GUARD SERVICE	2,796.
AUTO EXPENSES	8,447.
BANK CHARGES	12,394.
COMMISSIONS	567,439.
COMPUTER SUPPLIES & EXPENSES	10,532.
CONSULTING	153,946.
CONTRACT LABOR	9,690.
CONVENTION EXPENSES	1,550.
DUES & SUBSCRIPTIONS	3,172.
EDUCATION	7,491.
FEES-CONTROL AGREEMENT	650.
FEES-LOAN UTILIZATION	684,238.
INSURANCE	78,188.
LEGAL & ACCOUNTING	430,853.
LICENSES & TAXES	3,081.
MANAGEMENT FEES	800.
MEALS AND ENTERTAINMENT	7,804.
MEDICAL UNDERWRITING FEES	7,624.
OFFICE EXPENSES	41,810.
PAYROLL PROCESSING CHARGES	1,114.
PENSION PLAN ACCOUNTING	3,750.
POSTAGE	5,482.
PRINTING & SUPPLIES	18,110.
SERVICE FEE EXPENSE	167,379.
SUPPLIES	9,360.
TELEPHONE	11,938.
TRAVEL	50,751.
UTILITIES	2,584.
TOTAL TO FORM 1120S, PAGE 1, LINE 19	2,302,973.

LIC HOLDINGS INC 20-5290314

SCHEDULE K INTEREST INCOME STATEMENT 3

DESCRIPTION	US	OTHER
INTEREST INCOME		6,966.
TOTAL TO SCHEDULE K, LINE 4		6,966.

SCHEDULE K NONDEDUCTIBLE EXPENSES STATEMENT 4

DESCRIPTION	AMOUNT
EXCLUDED MEALS AND ENTERTAINMENT EXPENSES	7,803.
TOTAL TO SCHEDULE K, LINE 16C	7,803.

SCHEDULE M-2 ACCUMULATED ADJUSTMENTS ACCOUNT - OTHER ADDITIONS STATEMENT 5

DESCRIPTION	AMOUNT
PORTFOLIO INTEREST INCOME	6,966.
TOTAL TO SCHEDULE M-2, LINE 3 - COLUMN (A)	6,966.

SCHEDULE M-2 ACCUMULATED ADJUSTMENTS ACCOUNT- OTHER REDUCTIONS STATEMENT 6

DESCRIPTION	AMOUNT
SECTION 179 EXPENSE DEDUCTION	63,942.
NONDEDUCTIBLE EXPENSES	7,803.
TRANSFER FROM PREDECESSOR	223,078.
TOTAL TO SCHEDULE M-2, LINE 5 - COLUMN (A)	294,823.

LIC HOLDINGS INC 20-5290314

SCHEDULE L OTHER CURRENT ASSETS STATEMENT 7

DESCRIPTION	BEGINNING OF TAX YEAR	END OF TAX YEAR
VARIOUS LOANS RECEIVABLE		1,546,985.
STOCK SUBSCRIPTION RECEIVABLE		200.
TOTAL TO SCHEDULE L, LINE 6		1,547,185.

SCHEDULE L OTHER ASSETS STATEMENT 8

DESCRIPTION	BEGINNING OF TAX YEAR	END OF TAX YEAR
SECURITY DEPOSITS		39,255.
PROPRIETARY ESTATE PLANNING PROGRAM		103,606.
INDEMNITY AGREEMENT DEPOSIT		25,000.
TOTAL TO SCHEDULE L, LINE 14		167,861.

SCHEDULE L OTHER CURRENT LIABILITIES STATEMENT 9

DESCRIPTION	BEGINNING OF TAX YEAR	END OF TAX YEAR
INDEMNITY DEPOSIT-BNC NAT'L BANK		4,500.
TOTAL TO SCHEDULE L, LINE 18		4,500.

SCHEDULE M-1 EXPENSES RECORDED ON BOOKS THIS YEAR NOT INCLUDED ON SCHEDULE K STATEMENT 10

DESCRIPTION	AMOUNT
PENALTIES	376.
TOTAL TO SCHEDULE M-1, LINE 3	376.

LIC HOLDINGS INC 20-5290314

SCHEDULE L ANALYSIS OF TOTAL RETAINED EARNINGS PER BOOKS STATEMENT 11

DESCRIPTION	AMOUNT
BALANCE AT BEGINNING OF YEAR	0.
NET INCOME PER BOOKS	1,414,643.
DISTRIBUTIONS	0.
OTHER INCREASES (DECREASES)	
BALANCE AT END OF YEAR - SCHEDULE L, LINE 24, COLUMN (D)	1,414,643.

SCHEDULE L ADJUSTMENTS TO SHAREHOLDERS' EQUITY STATEMENT 12

DESCRIPTION	BEGINNING OF TAX YEAR	END OF TAX YEAR
TRANSFER OF RETAINED EARNINGS FROM PRECEDESSORS		<223,078.>
TOTAL TO SCHEDULE L, LINE 25		<223,078.>

FORM 4562 PART I - SECTION 179 EXPENSE STATEMENT 13

(A) DESCRIPTION OF PROPERTY	(B) COST	(C) ELECTED COST
COMPUTER EQUIPMENT	11,081.	11,081.
OFFICE EQUIPMENT	8,137.	8,137.
OFFICE FURNITURE	24,500.	24,500.
OFFICE FURNITURE	4,290.	4,290.
OFFICE FURNITURE	7,265.	7,265.
OFFICE FURNITURE	6,544.	6,544.
OFFICE FURNITURE	2,125.	2,125.
TOTAL TO FORM 4562, PART I, LINE 6	63,942.	63,942.

ALTERNATIVE MINIMUM TAX DEPRECIATION REPORT

Asset No.	Description	Date Acquired	AMT Method	AMT Life	AMT Cost Or Basis	AMT Accumulated	Regular Depreciation	AMT Depreciation	AMT Adjustment
6	OFFICE FURNITURE	09 03 02	150DB	7.00	10,700.	6,113.	0.	437.	<437.>
10	OFFICE FURNITURE	12 03 02	150DB	7.00	20,123.	11,496.	0.	822.	<822.>
11	OFFICE FURNITURE	10 30 02	150DB	7.00	4,047.	2,312.	0.	165.	<165.>
12	OFFICE FURNITURE	11 20 02	150DB	7.00	2,923.	1,670.	0.	119.	<119.>
13	OFFICE FURNITURE	12 26 02	150DB	7.00	4,101.	2,343.	0.	167.	<167.>
15	OFFICE EQUIPMENT	07 11 03	150DB	7.00	12,274.	7,012.	0.	501.	<501.>
16	COMPUTER EQUIPMENT	08 28 03	150DB	5.00	1,203.	902.	0.	67.	<67.>
32	OFFICE EQUIPMENT	09 20 06	150DB	7.00	4,880.	0.	407.	305.	102.
33	COMPUTER EQUIPMENT	09 11 06	150DB	5.00	2,237.	0.	261.	196.	65.
34	COMPUTER EQUIPMENT	11 08 06	150DB	5.00	11,081.	0.	11,081.	11,081.	0.
35	COMPUTER EQUIPMENT	12 18 06	150DB	5.00	1,351.	0.	23.	17.	6.
36	LEASEHOLD IMPROVEMENTS	10 19 06	SL	5.00	6,264.	0.	261.	261.	0.
37	OFFICE EQUIPMENT	10 24 06	150DB	7.00	9,825.	0.	585.	439.	146.
38	OFFICE EQUIPMENT	11 12 06	150DB	7.00	8,137.	0.	8,137.	8,137.	0.
39	OFFICE FURNITURE	10 16 06	150DB	7.00	24,500.	0.	24,500.	24,500.	0.
40	OFFICE FURNITURE	10 30 06	150DB	7.00	4,290.	0.	4,290.	4,290.	0.
41	OFFICE FURNITURE	11 01 06	150DB	7.00	7,265.	0.	7,265.	7,265.	0.
42	OFFICE FURNITURE	11 06 06	150DB	7.00	6,544.	0.	6,544.	6,544.	0.
43	DECORATIVE ARTWORK	11 06 06	150DB	7.00	100,525.	0.	3,590.	2,693.	897.
44	OFFICE FURNITURE	12 11 06	150DB	7.00	2,125.	0.	2,125.	2,125.	0.
	TOTALS				244,395.	31,848.	69,069.	70,131.	<1,062.>
	MACRS AMT ADJUSTMENT							<1,062.>	

628104
05-01-06

2006 DEPRECIATION AND AMORTIZATION REPORT

- CURRENT YEAR FEDERAL - LIC HOLDINGS INC

Asset No.	Description	Date Acquired	Method	Life	Line No.	Unadjusted Cost Or Basis	Bus % Excl	* Reduction In Basis	Basis For Depreciation	Accumulated Depreciation	Current Sec 179	Current Year Deduction
6	OFFICE FURNITURE	09 03 02	200DB	7.00	17	10,700.			10,700.	5,518.		0.
10	OFFICE FURNITURE	12 03 02	200DB	7.00	17	20,123.			20,123.	10,079.		0.
11	OFFICE FURNITURE	10 30 02	200DB	7.00	17	4,047.			4,047.	2,027.		0.
12	OFFICE FURNITURE	11 20 02	200DB	7.00	17	2,923.			2,923.	1,464.		0.
13	OFFICE FURNITURE	12 26 02	200DB	7.00	17	4,101.			4,101.	2,054.		0.
14	START UP COSTS	01 01 02	60M		43	866.			866.	807.		0.
15	OFFICE EQUIPMENT	07 11 03	200DB	7.00	17	12,274.			12,274.	3,964.		0.
16	COMPUTER EQUIPMENT	08 28 03	200DB	5.00	17	1,203.			1,203.	474.		0.
17	OFFICE FURNITURE	04 28 05	200DB	7.00	17	2,965.		2,965.				0.
18	COMPUTER EQUIPMENT	06 01 05	200DB	5.00	17	1,850.		1,850.				0.
19	OFFICE EQUIPMENT	04 05 06	200DB	7.00	17	16,619.		16619.				0.
20	OFFICE EQUIPMENT	05 01 06	200DB	7.00	17	12,651.		12651.				0.
26	COMPUTER EQUIPMENT	05 01 06	200DB	7.00	17	8,200.		8,200.				0.
32	OFFICE EQUIPMENT	09 20 06	200DB	7.00	19C	4,880.			4,880.			407.
33	COMPUTER EQUIPMENT	09 11 06	200DB	5.00	19B	2,237.			2,237.			261.
34	COMPUTER EQUIPMENT	11 08 06	200DB	5.00	19B	11,081.		11081.			11,081.	11,081.
35	COMPUTER EQUIPMENT	12 18 06	200DB	5.00	19B	1,351.			1,351.			23.
36	LEASEHOLD IMPROVEMENTS	10 19 06	SL	5.00	19B	6,264.			6,264.			261.

628102
07-28-06

(D) - Asset disposed

* ITC, Section 179, Salvage, Bonus, Commercial Revitalization Deduction, GO Zone

2006 DEPRECIATION AND AMORTIZATION REPORT

- CURRENT YEAR FEDERAL - LIC HOLDINGS INC

Asset No.	Description	Date Acquired	Method	Life	Line No.	Unadjusted Cost Or Basis	Bus % Excl	* Reduction In Basis	Basis For Depreciation	Accumulated Depreciation	Current Sec 179	Current Year Deduction
37	OFFICE EQUIPMENT	10 24 06	200DB	7.00	19C	9,825.			9,825.			585.
38	OFFICE EQUIPMENT	11 12 06	200DB	7.00	19C	8,137.		8,137.			8137.	8,137.
39	OFFICE FURNITURE	10 16 06	200DB	7.00	19C	24,500.		24500.			24,500.	24,500.
40	OFFICE FURNITURE	10 30 06	200DB	7.00	19C	4,290.		4,290.			4290.	4,290.
41	OFFICE FURNITURE	11 01 06	200DB	7.00	19C	7,265.		7,265.			7265.	7,265.
42	OFFICE FURNITURE	11 06 06	200DB	7.00	19C	6,544.		6,544.			6544.	6,544.
43	DECORATIVE ARTWORK	11 06 06	200DB	7.00	19C	100,525.			100,525.			3,590.
44	OFFICE FURNITURE	12 11 06	200DB	7.00	19C	2,125.		2,125.			2125.	2,125.
	* TOTAL OTHER DEPRECIATION & AMORT					287,546.		106,227.	181,319.	26,387.	63,942.	69,069.
	LESS: SEC 179 ALLOC TO SHAREHOLDERS											63,942.
	NET DEPRECIATION											5,127.
	CURRENT YEAR ACTIVITY											
	BEGINNING BALANCE					98,522.		42285.	56,237.	26,387.		
	ACQUISITIONS					189,024.		63942.	125,082.	0.		
	DISPOSITIONS					0.		0.	0.	0.		
	ENDING BALANCE					287,546.		106,227.	181,319.	26,387.		

628102
07-28-06

(D) - Asset disposed

* ITC, Section 179, Salvage, Bonus, Commercial Revitalization Deduction, GO Zone

2007 DEPRECIATION AND AMORTIZATION REPORT

- NEXT YEAR FEDERAL - LIC HOLDINGS INC

Asset No.	Description	Date Acquired	Method	Life	Unadjusted Cost Or Basis	* Reduction In Basis	Basis For Depreciation	Accumulated Depreciation	Amount Of Depreciation
6	OFFICE FURNITURE	09 03 02	200DB	7.00	10,700.		10,700.	5,518.	1,636.
	AMT DEPRECIATION		150DB	7.00				6,550.	1,311.
10	OFFICE FURNITURE	12 03 02	200DB	7.00	20,123.		20,123.	10,079.	3,172.
	AMT DEPRECIATION		150DB	7.00				12,318.	2,465.
11	OFFICE FURNITURE	10 30 02	200DB	7.00	4,047.		4,047.	2,027.	638.
	AMT DEPRECIATION		150DB	7.00				2,477.	496.
12	OFFICE FURNITURE	11 20 02	200DB	7.00	2,923.		2,923.	1,464.	461.
	AMT DEPRECIATION		150DB	7.00				1,789.	358.
13	OFFICE FURNITURE	12 26 02	200DB	7.00	4,101.		4,101.	2,054.	646.
	AMT DEPRECIATION		150DB	7.00				2,510.	502.
14	START UP COSTS	01 01 02		60M	866.		866.	807.	59.
15	OFFICE EQUIPMENT	07 11 03	200DB	7.00	12,274.		12,274.	3,964.	2,624.
	AMT DEPRECIATION		150DB	7.00				7,513.	1,503.
16	COMPUTER EQUIPMENT	08 28 03	200DB	5.00	1,203.		1,203.	474.	625.
	AMT DEPRECIATION		150DB	5.00				969.	201.
17	OFFICE FURNITURE	04 28 05	200DB	7.00	2,965.	2,965.			0.
18	COMPUTER EQUIPMENT	06 01 05	200DB	5.00	1,850.	1,850.			0.
19	OFFICE EQUIPMENT	04 05 06	200DB	7.00	16,619.	16619.			0.

628103
05-01-06

(D) - Asset disposed

* ITC, Section 179, Salvage, HR 3090, Commercial Revitalization Deduction, GO Zone

2007 DEPRECIATION AND AMORTIZATION REPORT

- NEXT YEAR FEDERAL - LIC HOLDINGS INC

Asset No.	Description	Date Acquired	Method	Life	Unadjusted Cost Or Basis	* Reduction In Basis	Basis For Depreciation	Accumulated Depreciation	Amount Of Depreciation
20	OFFICE EQUIPMENT	05 01 06	200DB	7.00	12,651.	12651.			0.
26	COMPUTER EQUIPMENT	05 01 06	200DB	7.00	8,200.	8,200.			0.
32	OFFICE EQUIPMENT	09 20 06	200DB	7.00	4,880.		4,880.	407.	1,278.
	AMT DEPRECIATION		150DB	7.00				305.	980.
33	COMPUTER EQUIPMENT	09 11 06	200DB	5.00	2,237.		2,237.	261.	790.
	AMT DEPRECIATION		150DB	5.00				196.	612.
34	COMPUTER EQUIPMENT	11 08 06	200DB	5.00	11,081.	11081.			0.
	AMT DEPRECIATION		150DB	5.00					
35	COMPUTER EQUIPMENT	12 18 06	200DB	5.00	1,351.		1,351.	23.	531.
	AMT DEPRECIATION		150DB	5.00				17.	400.
36	LEASEHOLD IMPROVEMENTS	10 19 06	SL	5.00	6,264.		6,264.	261.	1,253.
	AMT DEPRECIATION		SL	5.00				261.	1,253.
37	OFFICE EQUIPMENT	10 24 06	200DB	7.00	9,825.		9,825.	585.	2,640.
	AMT DEPRECIATION		150DB	7.00				439.	2,011.
38	OFFICE EQUIPMENT	11 12 06	200DB	7.00	8,137.	8,137.			0.
	AMT DEPRECIATION		150DB	7.00					
39	OFFICE FURNITURE	10 16 06	200DB	7.00	24,500.	24500.			0.
	AMT DEPRECIATION		150DB	7.00					
40	OFFICE FURNITURE	10 30 06	200DB	7.00	4,290.	4,290.			0.
	AMT DEPRECIATION		150DB	7.00					

628103
05-01-06

(D) - Asset disposed

* ITC, Section 179, Salvage, HR 3090, Commercial Revitalization Deduction, GO Zone

2007 DEPRECIATION AND AMORTIZATION REPORT

- NEXT YEAR FEDERAL - LIC HOLDINGS INC

Asset No.	Description	Date Acquired	Method	Life	Unadjusted Cost Or Basis	* Reduction In Basis	Basis For Depreciation	Accumulated Depreciation	Amount Of Depreciation
41	OFFICE FURNITURE	11 01 06	200DB	7.00	7,265.	7,265.			0.
	AMT DEPRECIATION		150DB	7.00					
42	OFFICE FURNITURE	11 06 06	200DB	7.00	6,544.	6,544.			0.
	AMT DEPRECIATION		150DB	7.00					
43	DECORATIVE ARTWORK	11 06 06	200DB	7.00	100,525.		100,525.	3,590.	27,696.
	AMT DEPRECIATION		150DB	7.00				2,693.	20,964.
44	OFFICE FURNITURE	12 11 06	200DB	7.00	2,125.	2,125.			0.
	AMT DEPRECIATION		150DB	7.00					
	* TOTAL OTHER DEPRECIATION & AMORT				287,546.		181,319.	31,514.	44,049.
	AMT DEPRECIATION				244,395.		180,453.	38,037.	33,056.

628103
05-01-06

(D) - Asset disposed

* ITC, Section 179, Salvage, HR 3090, Commercial Revitalization Deduction, GO Zone

671106

Schedule K-1 (Form 1120S)

Department of the Treasury
Internal Revenue Service

2006

For calendar year 2006, or tax year beginning SEPTEMBER 1, 2006
ending DECEMBER 31, 2006

☐ Final K-1 ☐ Amended K-1 OMB No. 1545-0130

Shareholder's Share of Income, Deductions, Credits, etc. ▶ See separate instructions.

Part I Information About the Corporation

A Corporation's employer identification number
20-5290314

B Corporation's name, address, city, state, and ZIP code

LIC HOLDINGS INC
950 PENINSULA CORP. CIRCLE, SUITE 3010
BOCA RATON, FL 33487

C IRS Center where corporation filed return
OGDEN, UT

D ☐ Tax shelter registration number, if any

E ☐ Check if Form 8271 is attached

Part II Information About the Shareholder

F Shareholder's identifying number
371-32-5211

G Shareholder's name, address, city, state and ZIP code

SIMON BERNSTEIN
7020 LIONS HEAD LANE
BOCA RATON, FL 33496

H Shareholder's percentage of stock ownership for tax year 33.000000%

Part III Shareholder's Share of Current Year Income, Deductions, Credits, and Other Items

1 Ordinary business income (loss)	488,333.	13 Credits	
2 Net rental real estate income (loss)			
3 Other net rental income (loss)			
4 Interest income	2,299.		
5a Ordinary dividends			
5b Qualified dividends		14 Foreign transactions	
6 Royalties			
7 Net short-term capital gain (loss)			
8a Net long-term capital gain (loss)			
8b Collectibles (28%) gain (loss)			
8c Unrecaptured sec 1250 gain			
9 Net section 1231 gain (loss)			
10 Other income (loss)		15 Alternative min tax (AMT) items	
		A	<350.>
11 Section 179 deduction	21,101.	16 Items affecting shareholder basis	
		C*	2,575.
12 Other deductions			
		17 Other information	
		A	2,299.

*See attached statement for additional information.

For IRS Use Only

LIC HOLDINGS INC 20-5290314

SCHEDULE K-1 NONDEDUCTIBLE EXPENSES, BOX 16, CODE C

DESCRIPTION	AMOUNT	SHAREHOLDER FILING INSTRUCTIONS
EXCLUDED MEALS AND ENTERTAINMENT EXPENSES	2,575.	SEE FORM 1040 INSTRUCTIONS

1

This list identifies the codes used on Schedule K-1 for all shareholders and provides summarized reporting information for shareholders who file Form 1040. For detailed reporting and filing information, see the separate Shareholder's Instructions for Schedule K-1 and the instructions for your income tax return.

		Report on
1.	Ordinary business income (loss). You must first determine whether the income (loss) is passive or nonpassive. Then enter on your return as follows:	
	Passive loss	See the Shareholder's Instructions
	Passive income	Schedule E, line 28, column (g)
	Nonpassive loss	Schedule E, line 28, column (h)
	Nonpassive income	Schedule E, line 28, column (j)
2.	Net rental real estate income (loss)	See the Shareholder's Instructions
3.	Other net rental income (loss)	
	Net income	Schedule E, line 28, column (g)
	Net loss	See the Shareholder's Instructions
4.	Interest income	Form 1040, line 8a
5a.	Ordinary dividends	Form 1040, line 9a
5b.	Qualified dividends	Form 1040, line 9b
6.	Royalties	Schedule E, line 4
7.	Net short-term capital gain (loss)	Schedule D, line 5, column (f)
8a.	Net long-term capital gain (loss)	Schedule D, line 12, column (f)
8b.	Collectibles (28%) gain (loss)	28% Rate Gain Worksheet, line 4 (Schedule D Instructions)
8c.	Unrecaptured section 1250 gain	See the Shareholder's Instructions
9.	Net section 1231 gain (loss)	See the Shareholder's Instructions
10.	Other income (loss)	
	Code	
	A Other portfolio income (loss)	See the Shareholder's Instructions
	B Involuntary conversions	See the Shareholder's Instructions
	C Sec. 1256 contracts & straddles	Form 6781, line 1
	D Mining exploration costs recapture	See Pub. 535
	E Other income (loss)	See the Shareholder's Instructions
11.	Section 179 deduction	See the Shareholder's Instructions
12.	Other deductions	
	A Cash contributions (50%)	See the Shareholder's Instructions
	B Cash contributions (30%)	
	C Noncash contributions (50%)	
	D Noncash contributions (30%)	
	E Capital gain property to a 50% organization (30%)	
	F Capital gain property (20%)	
	G Investment interest expense	Form 4952, line 1
	H Deductions - royalty income	Schedule E, line 18
	I Section 59(e)(2) expenditures	See the Shareholder's Instructions
	J Deductions - portfolio (2% floor)	Schedule A, line 22
	K Deductions - portfolio (other)	Schedule A, line 27
	L Preproductive period expenses	See the Shareholder's Instructions
	M Commercial revitalization deduction from rental real estate activities	See Form 8582 Instructions
	N Reforestation expense deduction	See the Shareholder's Instructions
	O Domestic production activities information	See Form 8903 instructions
	P Qualified production activities income	Form 8903, line 7
	Q Employer's W-2 wages	Form 8903, line 13
	R Other deductions	See the Shareholder's Instructions
13.	Credits	
	A Low-income housing credit (section 42(j)(5))	See the Shareholder's Instructions
	B Low-income housing credit (other)	
	C Qualified rehabilitation expenditures (rental real estate)	
	D Other rental real estate credits	
	E Other rental credits	
	F Undistributed capital gains credit	Form 1040, line 70; check box a
	G Credit for alcohol used as fuel	See the Shareholder's Instructions
	H Work opportunity credit	
	I Welfare-to-work credit	
	J Disabled access credit	
	K Empowerment zone and renewal community employment credit	Form 8844, line 3

	Code	Report on
	L Credit for increasing research activities	See the Shareholder's Instructions
	M New markets credit	
	N Credit for employer social security and Medicare taxes	
	O Backup withholding	Form 1040, line 64
	P Other credits	See the Shareholder's Instructions
14.	Foreign transactions	
	A Name of country or U.S. possession	Form 1116, Part I
	B Gross income from all sources	
	C Gross income sourced at shareholder level	
	Foreign gross income sourced at corporate level	
	D Passive	Form 1116, Part I
	E Listed categories	
	F General limitation	
	Deductions allocated and apportioned to shareholder level	
	G Interest expense	Form 1116, Part I
	H Other	Form 1116, Part I
	Deductions allocated and apportioned at corporate level to foreign source income	
	I Passive	Form 1116, Part I
	J Listed categories	
	K General limitation	
	Other information	
	L Total foreign taxes paid	Form 1116, Part II
	M Total foreign taxes accrued	Form 1116, Part II
	N Reduction in taxes available for credit	Form 1116, line 12
	O Foreign trading gross receipts	Form 8873
	P Extraterritorial income exclusion	Form 8873
	Q Other foreign transactions	See the Shareholder's Instructions
15.	Alternative minimum tax (AMT) items	
	A Post-1986 depreciation adjustment	See the Shareholder's Instructions and the Instructions for Form 6251
	B Adjusted gain or loss	
	C Depletion (other than oil & gas)	
	D Oil, gas, & geothermal - gross income	
	E Oil, gas, & geothermal - deductions	
	F Other AMT items	
16.	Items affecting shareholder basis	
	A Tax-exempt interest income	Form 1040, line 8b
	B Other tax-exempt income	See the Shareholder's Instructions
	C Nondeductible expenses	
	D Property distributions	
	E Repayment of loans from shareholders	
17.	Other information	
	A Investment income	Form 4952, line 4a
	B Investment expenses	Form 4952, line 5
	C Qualified rehabilitation expenditures (other than rental real estate)	See the Shareholder's Instructions
	D Basis of energy property	See the Shareholder's Instructions
	E Recapture of low-income housing credit (section 42(j)(5))	Form 8611, line 8
	F Recapture of low-income housing credit (other)	Form 8611, line 8
	G Recapture of investment credit	See Form 4255
	H Recapture of other credits	See the Shareholder's Instructions
	I Look-back interest - completed long-term contracts	See Form 8697
	J Look-back interest - income forecast method	See Form 8866
	K Dispositions of property with section 179 deductions	See the Shareholder's Instructions
	L Recapture of section 179 deduction	
	M Section 453(l)(3) information	
	N Section 453A(c) information	
	O Section 1260(b) information	
	P Interest allocable to production expenditures	
	Q CCF nonqualified withdrawals	
	R Information needed to figure depletion - oil and gas	
	S Amortization of reforestation costs	
	T Other information	

671106

Schedule K-1 (Form 1120S)

Department of the Treasury
Internal Revenue Service

2006

For calendar year 2006, or tax year beginning SEPTEMBER 1, 2006
ending DECEMBER 31, 2006

☐ Final K-1 ☐ Amended K-1 OMB No. 1545-0130

Shareholder's Share of Income, Deductions, Credits, etc. ▶ See separate instructions.

Part I Information About the Corporation

A Corporation's employer identification number
20-5290314

B Corporation's name, address, city, state, and ZIP code

LIC HOLDINGS INC
950 PENINSULA CORP. CIRCLE, SUITE 3010
BOCA RATON, FL 33487

C IRS Center where corporation filed return
OGDEN, UT

D ☐ Tax shelter registration number, if any

E ☐ Check if Form 8271 is attached

Part II Information About the Shareholder

F Shareholder's identifying number
319-64-1912

G Shareholder's name, address, city, state and ZIP code

TED BERNSTEIN
15807 MENTON BAY COURT
DELRAY BEACH, FL 33446

H Shareholder's percentage of stock ownership for tax year 45.000000%

Part III Shareholder's Share of Current Year Income, Deductions, Credits, and Other Items

1 Ordinary business income (loss)	665,909.	13 Credits	
2 Net rental real estate income (loss)			
3 Other net rental income (loss)			
4 Interest income	3,134.		
5a Ordinary dividends			
5b Qualified dividends		14 Foreign transactions	
6 Royalties			
7 Net short-term capital gain (loss)			
8a Net long-term capital gain (loss)			
8b Collectibles (28%) gain (loss)			
8c Unrecaptured sec 1250 gain			
9 Net section 1231 gain (loss)			
10 Other income (loss)		15 Alternative min tax (AMT) items	
		A	<478.>
11 Section 179 deduction	28,774.	16 Items affecting shareholder basis	
		C*	3,511.
12 Other deductions			
		17 Other information	
		A	3,134.

*See attached statement for additional information.

For IRS Use Only

LIC HOLDINGS INC 20-5290314

SCHEDULE K-1 NONDEDUCTIBLE EXPENSES, BOX 16, CODE C

DESCRIPTION	AMOUNT	SHAREHOLDER FILING INSTRUCTIONS
EXCLUDED MEALS AND ENTERTAINMENT EXPENSES	3,511.	SEE FORM 1040 INSTRUCTIONS

This list identifies the codes used on Schedule K-1 for all shareholders and provides summarized reporting information for shareholders who file Form 1040. For detailed reporting and filing information, see the separate Shareholder's Instructions for Schedule K-1 and the instructions for your income tax return.

		Report on
1.	Ordinary business income (loss). You must first determine whether the income (loss) is passive or nonpassive. Then enter on your return as follows:	
	Passive loss	See the Shareholder's Instructions
	Passive income	Schedule E, line 28, column (g)
	Nonpassive loss	Schedule E, line 28, column (h)
	Nonpassive income	Schedule E, line 28, column (j)
2.	Net rental real estate income (loss)	See the Shareholder's Instructions
3.	Other net rental income (loss)	
	Net income	Schedule E, line 28, column (g)
	Net loss	See the Shareholder's Instructions
4.	Interest income	Form 1040, line 8a
5a.	Ordinary dividends	Form 1040, line 9a
5b.	Qualified dividends	Form 1040, line 9b
6.	Royalties	Schedule E, line 4
7.	Net short-term capital gain (loss)	Schedule D, line 5, column (f)
8a.	Net long-term capital gain (loss)	Schedule D, line 12, column (f)
8b.	Collectibles (28%) gain (loss)	28% Rate Gain Worksheet, line 4 (Schedule D Instructions)
8c.	Unrecaptured section 1250 gain	See the Shareholder's Instructions
9.	Net section 1231 gain (loss)	See the Shareholder's Instructions
10.	Other income (loss)	
	Code	
	A Other portfolio income (loss)	See the Shareholder's Instructions
	B Involuntary conversions	See the Shareholder's Instructions
	C Sec. 1256 contracts & straddles	Form 6781, line 1
	D Mining exploration costs recapture	See Pub. 535
	E Other income (loss)	See the Shareholder's Instructions
11.	Section 179 deduction	See the Shareholder's Instructions
12.	Other deductions	
	A Cash contributions (50%)	See the Shareholder's Instructions
	B Cash contributions (30%)	
	C Noncash contributions (50%)	
	D Noncash contributions (30%)	
	E Capital gain property to a 50% organization (30%)	
	F Capital gain property (20%)	
	G Investment interest expense	Form 4952, line 1
	H Deductions - royalty income	Schedule E, line 18
	I Section 59(e)(2) expenditures	See the Shareholder's Instructions
	J Deductions - portfolio (2% floor)	Schedule A, line 22
	K Deductions - portfolio (other)	Schedule A, line 27
	L Preproductive period expenses	See the Shareholder's Instructions
	M Commercial revitalization deduction from rental real estate activities	See Form 8582 Instructions
	N Reforestation expense deduction	See the Shareholder's Instructions
	O Domestic production activities information	See Form 8903 instructions
	P Qualified production activities income	Form 8903, line 7
	Q Employer's W-2 wages	Form 8903, line 13
	R Other deductions	See the Shareholder's Instructions
13.	Credits	
	A Low-income housing credit (section 42(j)(5))	See the Shareholder's Instructions
	B Low-income housing credit (other)	
	C Qualified rehabilitation expenditures (rental real estate)	
	D Other rental real estate credits	
	E Other rental credits	
	F Undistributed capital gains credit	Form 1040, line 70; check box a
	G Credit for alcohol used as fuel	See the Shareholder's Instructions
	H Work opportunity credit	
	I Welfare-to-work credit	
	J Disabled access credit	
	K Empowerment zone and renewal community employment credit	Form 8844, line 3
	L Credit for increasing research activities	See the Shareholder's Instructions
	M New markets credit	
	N Credit for employer social security and Medicare taxes	
	O Backup withholding	Form 1040, line 64
	P Other credits	See the Shareholder's Instructions
14.	Foreign transactions	
	A Name of country or U.S. possession	Form 1116, Part I
	B Gross income from all sources	
	C Gross income sourced at shareholder level	
	Foreign gross income sourced at corporate level	
	D Passive	Form 1116, Part I
	E Listed categories	
	F General limitation	
	Deductions allocated and apportioned to shareholder level	
	G Interest expense	Form 1116, Part I
	H Other	Form 1116, Part I
	Deductions allocated and apportioned at corporate level to foreign source income	
	I Passive	Form 1116, Part I
	J Listed categories	
	K General limitation	
	Other information	
	L Total foreign taxes paid	Form 1116, Part II
	M Total foreign taxes accrued	Form 1116, Part II
	N Reduction in taxes available for credit	Form 1116, line 12
	O Foreign trading gross receipts	Form 8873
	P Extraterritorial income exclusion	Form 8873
	Q Other foreign transactions	See the Shareholder's Instructions
15.	Alternative minimum tax (AMT) items	
	A Post-1986 depreciation adjustment	See the Shareholder's Instructions and the Instructions for Form 6251
	B Adjusted gain or loss	
	C Depletion (other than oil & gas)	
	D Oil, gas, & geothermal - gross income	
	E Oil, gas, & geothermal - deductions	
	F Other AMT items	
16.	Items affecting shareholder basis	
	A Tax-exempt interest income	Form 1040, line 8b
	B Other tax-exempt income	See the Shareholder's Instructions
	C Nondeductible expenses	
	D Property distributions	
	E Repayment of loans from shareholders	
17.	Other information	
	A Investment income	Form 4952, line 4a
	B Investment expenses	Form 4952, line 5
	C Qualified rehabilitation expenditures (other than rental real estate)	See the Shareholder's Instructions
	D Basis of energy property	See the Shareholder's Instructions
	E Recapture of low-income housing credit (section 42(j)(5))	Form 8611, line 8
	F Recapture of low-income housing credit (other)	Form 8611, line 8
	G Recapture of investment credit	See Form 4255
	H Recapture of other credits	See the Shareholder's Instructions
	I Look-back interest - completed long-term contracts	See Form 8697
	J Look-back interest - income forecast method	See Form 8866
	K Dispositions of property with section 179 deductions	See the Shareholder's Instructions
	L Recapture of section 179 deduction	
	M Section 453(l)(3) information	
	N Section 453A(c) information	
	O Section 1260(b) information	
	P Interest allocable to production expenditures	
	Q CCF nonqualified withdrawals	
	R Information needed to figure depletion - oil and gas	
	S Amortization of reforestation costs	
	T Other information	

671106

Schedule K-1 (Form 1120S)

Department of the Treasury
Internal Revenue Service

2006

For calendar year 2006, or tax year beginning SEPTEMBER 1, 2006
ending DECEMBER 31, 2006

☐ Final K-1 ☐ Amended K-1 OMB No. 1545-0130

Shareholder's Share of Income, Deductions, Credits, etc. ▶ See separate instructions.

Part I Information About the Corporation

A Corporation's employer identification number
20-5290314

B Corporation's name, address, city, state, and ZIP code

LIC HOLDINGS INC
950 PENINSULA CORP. CIRCLE, SUITE 3010
BOCA RATON, FL 33487

C IRS Center where corporation filed return
OGDEN, UT

D ☐ Tax shelter registration number, if any

E ☐ Check if Form 8271 is attached

Part II Information About the Shareholder

F Shareholder's identifying number
20-7294112

G Shareholder's name, address, city, state and ZIP code
ALEXANDRA BERNSTEIN IRREV TRUST
C/O GERALD R LEWIN, TRUSTEE
1900 NW CORPORATE BLVD., STE E-300
BOCA RATON, FL 33431

H Shareholder's percentage of stock ownership for tax year 1.200000%

Part III Shareholder's Share of Current Year Income, Deductions, Credits, and Other Items

1 Ordinary business income (loss)	17,758.	13 Credits	
2 Net rental real estate income (loss)			
3 Other net rental income (loss)			
4 Interest income	84.		
5a Ordinary dividends			
5b Qualified dividends		14 Foreign transactions	
6 Royalties			
7 Net short-term capital gain (loss)			
8a Net long-term capital gain (loss)			
8b Collectibles (28%) gain (loss)			
8c Unrecaptured sec 1250 gain			
9 Net section 1231 gain (loss)			
10 Other income (loss)		15 Alternative min tax (AMT) items	
		A	<13.>
11 Section 179 deduction		16 Items affecting shareholder basis	
		C*	94.
12 Other deductions			
		17 Other information	
		A	84.
		T*	STMT

*See attached statement for additional information.

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12-28-06 JWA For Privacy Act and Paperwork Reduction Act Notice, see Instructions for Form 1120S. Schedule K-1 (Form 1120S) 2006

17

SHAREHOLDER NUMBER 3

TS000949

LIC HOLDINGS INC 20-5290314

SCHEDULE K-1 NONDEDUCTIBLE EXPENSES, BOX 16, CODE C

DESCRIPTION	AMOUNT	SHAREHOLDER FILING INSTRUCTIONS
EXCLUDED MEALS AND ENTERTAINMENT EXPENSES	94.	SEE FORM 1040 INSTRUCTIONS

SCHEDULE K-1 OTHER INFORMATION, BOX 17, CODE T

DESCRIPTION	AMOUNT	SHAREHOLDER FILING INSTRUCTIONS
TENTATIVE SECTION 179 EXPENSE DEDUCTION	767.	SEE THE IRS INSTRUCTIONS

This list identifies the codes used on Schedule K-1 for all shareholders and provides summarized reporting information for shareholders who file Form 1040. For detailed reporting and filing information, see the separate Shareholder's Instructions for Schedule K-1 and the instructions for your income tax return.

		Report on
1.	Ordinary business income (loss). You must first determine whether the income (loss) is passive or nonpassive. Then enter on your return as follows:	
	Passive loss	See the Shareholder's Instructions
	Passive income	Schedule E, line 28, column (g)
	Nonpassive loss	Schedule E, line 28, column (h)
	Nonpassive income	Schedule E, line 28, column (j)
2.	Net rental real estate income (loss)	See the Shareholder's Instructions
3.	Other net rental income (loss)	
	Net income	Schedule E, line 28, column (g)
	Net loss	See the Shareholder's Instructions
4.	Interest income	Form 1040, line 8a
5a.	Ordinary dividends	Form 1040, line 9a
5b.	Qualified dividends	Form 1040, line 9b
6.	Royalties	Schedule E, line 4
7.	Net short-term capital gain (loss)	Schedule D, line 5, column (f)
8a.	Net long-term capital gain (loss)	Schedule D, line 12, column (f)
8b.	Collectibles (28%) gain (loss)	28% Rate Gain Worksheet, line 4 (Schedule D Instructions)
8c.	Unrecaptured section 1250 gain	See the Shareholder's Instructions
9.	Net section 1231 gain (loss)	See the Shareholder's Instructions
10.	Other income (loss)	
	Code	
	A Other portfolio income (loss)	See the Shareholder's Instructions
	B Involuntary conversions	See the Shareholder's Instructions
	C Sec. 1256 contracts & straddles	Form 6781, line 1
	D Mining exploration costs recapture	See Pub. 535
	E Other income (loss)	See the Shareholder's Instructions
11.	Section 179 deduction	See the Shareholder's Instructions
12.	Other deductions	
	A Cash contributions (50%)	See the Shareholder's Instructions
	B Cash contributions (30%)	
	C Noncash contributions (50%)	
	D Noncash contributions (30%)	
	E Capital gain property to a 50% organization (30%)	
	F Capital gain property (20%)	
	G Investment interest expense	Form 4952, line 1
	H Deductions - royalty income	Schedule E, line 18
	I Section 59(e)(2) expenditures	See the Shareholder's Instructions
	J Deductions - portfolio (2% floor)	Schedule A, line 22
	K Deductions - portfolio (other)	Schedule A, line 27
	L Preproductive period expenses	See the Shareholder's Instructions
	M Commercial revitalization deduction from rental real estate activities	See Form 8582 Instructions
	N Reforestation expense deduction	See the Shareholder's Instructions
	O Domestic production activities information	See Form 8903 instructions
	P Qualified production activities income	Form 8903, line 7
	Q Employer's W-2 wages	Form 8903, line 13
	R Other deductions	See the Shareholder's Instructions
13.	Credits	
	A Low-income housing credit (section 42(j)(5))	See the Shareholder's Instructions
	B Low-income housing credit (other)	
	C Qualified rehabilitation expenditures (rental real estate)	
	D Other rental real estate credits	
	E Other rental credits	
	F Undistributed capital gains credit	Form 1040, line 70; check box a
	G Credit for alcohol used as fuel	See the Shareholder's Instructions
	H Work opportunity credit	
	I Welfare-to-work credit	
	J Disabled access credit	
	K Empowerment zone and renewal community employment credit	Form 8844, line 3
	L Credit for increasing research activities	See the Shareholder's Instructions
	M New markets credit	
	N Credit for employer social security and Medicare taxes	
	O Backup withholding	Form 1040, line 64
	P Other credits	See the Shareholder's Instructions
14.	Foreign transactions	
	A Name of country or U.S. possession	Form 1116, Part I
	B Gross income from all sources	
	C Gross income sourced at shareholder level	
	Foreign gross income sourced at corporate level	
	D Passive	Form 1116, Part I
	E Listed categories	
	F General limitation	
	Deductions allocated and apportioned to shareholder level	
	G Interest expense	Form 1116, Part I
	H Other	Form 1116, Part I
	Deductions allocated and apportioned at corporate level to foreign source income	
	I Passive	Form 1116, Part I
	J Listed categories	
	K General limitation	
	Other information	
	L Total foreign taxes paid	Form 1116, Part II
	M Total foreign taxes accrued	Form 1116, Part II
	N Reduction in taxes available for credit	Form 1116, line 12
	O Foreign trading gross receipts	Form 8873
	P Extraterritorial income exclusion	Form 8873
	Q Other foreign transactions	See the Shareholder's Instructions
15.	Alternative minimum tax (AMT) items	
	A Post-1986 depreciation adjustment	See the Shareholder's Instructions and the Instructions for Form 6251
	B Adjusted gain or loss	
	C Depletion (other than oil & gas)	
	D Oil, gas, & geothermal - gross income	
	E Oil, gas, & geothermal - deductions	
	F Other AMT items	
16.	Items affecting shareholder basis	
	A Tax-exempt interest income	Form 1040, line 8b
	B Other tax-exempt income	See the Shareholder's Instructions
	C Nondeductible expenses	
	D Property distributions	
	E Repayment of loans from shareholders	
17.	Other information	
	A Investment income	Form 4952, line 4a
	B Investment expenses	Form 4952, line 5
	C Qualified rehabilitation expenditures (other than rental real estate)	See the Shareholder's Instructions
	D Basis of energy property	See the Shareholder's Instructions
	E Recapture of low-income housing credit (section 42(j)(5))	Form 8611, line 8
	F Recapture of low-income housing credit (other)	Form 8611, line 8
	G Recapture of investment credit	See Form 4255
	H Recapture of other credits	See the Shareholder's Instructions
	I Look-back interest - completed long-term contracts	See Form 8697
	J Look-back interest - income forecast method	See Form 8866
	K Dispositions of property with section 179 deductions	See the Shareholder's Instructions
	L Recapture of section 179 deduction	
	M Section 453(l)(3) information	
	N Section 453A(c) information	
	O Section 1260(b) information	
	P Interest allocable to production expenditures	
	Q CCF nonqualified withdrawals	
	R Information needed to figure depletion - oil and gas	
	S Amortization of reforestation costs	
	T Other information	

671106

Schedule K-1 (Form 1120S)

Department of the Treasury
Internal Revenue Service

2006

For calendar year 2006, or tax year beginning SEPTEMBER 1, 2006
ending DECEMBER 31, 2006

☐ Final K-1 ☐ Amended K-1 OMB No. 1545-0130

Shareholder's Share of Income, Deductions, Credits, etc. ▶ See separate instructions.

Part I Information About the Corporation

A Corporation's employer identification number
20-5290314

B Corporation's name, address, city, state, and ZIP code

LIC HOLDINGS INC
950 PENINSULA CORP. CIRCLE, SUITE 3010
BOCA RATON, FL 33487

C IRS Center where corporation filed return
OGDEN, UT

D ☐ Tax shelter registration number, if any

E ☐ Check if Form 8271 is attached

Part II Information About the Shareholder

F Shareholder's identifying number
20-7354918

G Shareholder's name, address, city, state and ZIP code
DANIEL BERNSTEIN IRREV TRUST
C/O TRACI KRATISH PA,TRUSTEE
9050 PENINSULA CORP CIRCLE, STE 3010
BOCA RATON, FL 33487

H Shareholder's percentage of stock ownership for tax year 1.200000%

Part III Shareholder's Share of Current Year Income, Deductions, Credits, and Other Items

1 Ordinary business income (loss)	17,758.	13 Credits	
2 Net rental real estate income (loss)			
3 Other net rental income (loss)			
4 Interest income	84.		
5a Ordinary dividends			
5b Qualified dividends		14 Foreign transactions	
6 Royalties			
7 Net short-term capital gain (loss)			
8a Net long-term capital gain (loss)			
8b Collectibles (28%) gain (loss)			
8c Unrecaptured sec 1250 gain			
9 Net section 1231 gain (loss)			
10 Other income (loss)		15 Alternative min tax (AMT) items	A <13.>
11 Section 179 deduction		16 Items affecting shareholder basis	C* 94.
12 Other deductions			
		17 Other information	A 84.
			T* STMT

*See attached statement for additional information.

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12-28-06 JWA For Privacy Act and Paperwork Reduction Act Notice, see Instructions for Form 1120S. Schedule K-1 (Form 1120S) 2006

20 SHAREHOLDER NUMBER 4

TS000952

LIC HOLDINGS INC 20-5290314

SCHEDULE K-1 NONDEDUCTIBLE EXPENSES, BOX 16, CODE C

DESCRIPTION	AMOUNT	SHAREHOLDER FILING INSTRUCTIONS
EXCLUDED MEALS AND ENTERTAINMENT EXPENSES	94.	SEE FORM 1040 INSTRUCTIONS

SCHEDULE K-1 OTHER INFORMATION, BOX 17, CODE T

DESCRIPTION	AMOUNT	SHAREHOLDER FILING INSTRUCTIONS
TENTATIVE SECTION 179 EXPENSE DEDUCTION	767.	SEE THE IRS INSTRUCTIONS

This list identifies the codes used on Schedule K-1 for all shareholders and provides summarized reporting information for shareholders who file Form 1040. For detailed reporting and filing information, see the separate Shareholder's Instructions for Schedule K-1 and the instructions for your income tax return.

		Report on
1.	Ordinary business income (loss). You must first determine whether the income (loss) is passive or nonpassive. Then enter on your return as follows:	
	Passive loss	See the Shareholder's Instructions
	Passive income	Schedule E, line 28, column (g)
	Nonpassive loss	Schedule E, line 28, column (h)
	Nonpassive income	Schedule E, line 28, column (j)
2.	Net rental real estate income (loss)	See the Shareholder's Instructions
3.	Other net rental income (loss)	
	Net income	Schedule E, line 28, column (g)
	Net loss	See the Shareholder's Instructions
4.	Interest income	Form 1040, line 8a
5a.	Ordinary dividends	Form 1040, line 9a
5b.	Qualified dividends	Form 1040, line 9b
6.	Royalties	Schedule E, line 4
7.	Net short-term capital gain (loss)	Schedule D, line 5, column (f)
8a.	Net long-term capital gain (loss)	Schedule D, line 12, column (f)
8b.	Collectibles (28%) gain (loss)	28% Rate Gain Worksheet, line 4 (Schedule D Instructions)
8c.	Unrecaptured section 1250 gain	See the Shareholder's Instructions
9.	Net section 1231 gain (loss)	See the Shareholder's Instructions
10.	Other income (loss)	
	Code	
	A Other portfolio income (loss)	See the Shareholder's Instructions
	B Involuntary conversions	See the Shareholder's Instructions
	C Sec. 1256 contracts & straddles	Form 6781, line 1
	D Mining exploration costs recapture	See Pub. 535
	E Other income (loss)	See the Shareholder's Instructions
11.	Section 179 deduction	See the Shareholder's Instructions
12.	Other deductions	
	A Cash contributions (50%)	See the Shareholder's Instructions
	B Cash contributions (30%)	
	C Noncash contributions (50%)	
	D Noncash contributions (30%)	
	E Capital gain property to a 50% organization (30%)	
	F Capital gain property (20%)	
	G Investment interest expense	Form 4952, line 1
	H Deductions - royalty income	Schedule E, line 18
	I Section 59(e)(2) expenditures	See the Shareholder's Instructions
	J Deductions - portfolio (2% floor)	Schedule A, line 22
	K Deductions - portfolio (other)	Schedule A, line 27
	L Preproductive period expenses	See the Shareholder's Instructions
	M Commercial revitalization deduction from rental real estate activities	See Form 8582 Instructions
	N Reforestation expense deduction	See the Shareholder's Instructions
	O Domestic production activities information	See Form 8903 instructions
	P Qualified production activities income	Form 8903, line 7
	Q Employer's W-2 wages	Form 8903, line 13
	R Other deductions	See the Shareholder's Instructions
13.	Credits	
	A Low-income housing credit (section 42(j)(5))	See the Shareholder's Instructions
	B Low-income housing credit (other)	
	C Qualified rehabilitation expenditures (rental real estate)	
	D Other rental real estate credits	
	E Other rental credits	
	F Undistributed capital gains credit	Form 1040, line 70; check box a
	G Credit for alcohol used as fuel	See the Shareholder's Instructions
	H Work opportunity credit	
	I Welfare-to-work credit	
	J Disabled access credit	
	K Empowerment zone and renewal community employment credit	Form 8844, line 3

		Report on
	Code	
	L Credit for increasing research activities	See the Shareholder's Instructions
	M New markets credit	
	N Credit for employer social security and Medicare taxes	
	O Backup withholding	Form 1040, line 64
	P Other credits	See the Shareholder's Instructions
14.	Foreign transactions	
	A Name of country or U.S. possession	Form 1116, Part I
	B Gross income from all sources	
	C Gross income sourced at shareholder level	
	Foreign gross income sourced at corporate level	
	D Passive	Form 1116, Part I
	E Listed categories	
	F General limitation	
	Deductions allocated and apportioned to shareholder level	
	G Interest expense	Form 1116, Part I
	H Other	Form 1116, Part I
	Deductions allocated and apportioned at corporate level to foreign source income	
	I Passive	Form 1116, Part I
	J Listed categories	
	K General limitation	
	Other information	
	L Total foreign taxes paid	Form 1116, Part II
	M Total foreign taxes accrued	Form 1116, Part II
	N Reduction in taxes available for credit	Form 1116, line 12
	O Foreign trading gross receipts	Form 8873
	P Extraterritorial income exclusion	Form 8873
	Q Other foreign transactions	See the Shareholder's Instructions
15.	Alternative minimum tax (AMT) items	
	A Post-1986 depreciation adjustment	See the Shareholder's Instructions and the Instructions for Form 6251
	B Adjusted gain or loss	
	C Depletion (other than oil & gas)	
	D Oil, gas, & geothermal - gross income	
	E Oil, gas, & geothermal - deductions	
	F Other AMT items	
16.	Items affecting shareholder basis	
	A Tax-exempt interest income	Form 1040, line 8b
	B Other tax-exempt income	See the Shareholder's Instructions
	C Nondeductible expenses	
	D Property distributions	
	E Repayment of loans from shareholders	
17.	Other information	
	A Investment income	Form 4952, line 4a
	B Investment expenses	Form 4952, line 5
	C Qualified rehabilitation expenditures (other than rental real estate)	See the Shareholder's Instructions
	D Basis of energy property	See the Shareholder's Instructions
	E Recapture of low-income housing credit (section 42(j)(5))	Form 8611, line 8
	F Recapture of low-income housing credit (other)	Form 8611, line 8
	G Recapture of investment credit	See Form 4255
	H Recapture of other credits	See the Shareholder's Instructions
	I Look-back interest - completed long-term contracts	See Form 8697
	J Look-back interest - income forecast method	See Form 8866
	K Dispositions of property with section 179 deductions	See the Shareholder's Instructions
	L Recapture of section 179 deduction	
	M Section 453(l)(3) information	
	N Section 453A(c) information	
	O Section 1260(b) information	
	P Interest allocable to production expenditures	
	Q CCF nonqualified withdrawals	
	R Information needed to figure depletion - oil and gas	
	S Amortization of reforestation costs	
	T Other information	

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Schedule K-1 (Form 1120S)

Department of the Treasury Internal Revenue Service

2006

For calendar year 2006, or tax year beginning SEPTEMBER 1, 2006 ending DECEMBER 31, 2006

☐ Final K-1 ☐ Amended K-1 OMB No. 1545-0130

Shareholder's Share of Income, Deductions, Credits, etc. ▶ See separate instructions.

Part I Information About the Corporation

A Corporation's employer identification number
20-5290314

B Corporation's name, address, city, state, and ZIP code

LIC HOLDINGS INC
950 PENINSULA CORP. CIRCLE, SUITE 3010
BOCA RATON, FL 33487

C IRS Center where corporation filed return
OGDEN, UT

D ☐ Tax shelter registration number, if any

E ☐ Check if Form 8271 is attached

Part II Information About the Shareholder

F Shareholder's identifying number
20-7294133

G Shareholder's name, address, city, state and ZIP code
ERIC BERNSTEIN IRREV TRUST
C/O GERALD R LEWIN, TRUSTEE
1900 NW CORPORATE BLVD., STE E-300
BOCA RATON, FL 33431

H Shareholder's percentage of stock ownership for tax year 1.200000%

Part III Shareholder's Share of Current Year Income, Deductions, Credits, and Other Items

1 Ordinary business income (loss)	17,757.	13 Credits	
2 Net rental real estate income (loss)			
3 Other net rental income (loss)			
4 Interest income	83.		
5a Ordinary dividends			
5b Qualified dividends		14 Foreign transactions	
6 Royalties			
7 Net short-term capital gain (loss)			
8a Net long-term capital gain (loss)			
8b Collectibles (28%) gain (loss)			
8c Unrecaptured sec 1250 gain			
9 Net section 1231 gain (loss)			
10 Other income (loss)		15 Alternative min tax (AMT) items	
		A	<13.>
11 Section 179 deduction		16 Items affecting shareholder basis	
		C*	93.
12 Other deductions			
		17 Other information	
		A	83.
		T*	STMT

*See attached statement for additional information.

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SHAREHOLDER NUMBER 5

LIC HOLDINGS INC 20-5290314

SCHEDULE K-1 NONDEDUCTIBLE EXPENSES, BOX 16, CODE C

DESCRIPTION	AMOUNT	SHAREHOLDER FILING INSTRUCTIONS
EXCLUDED MEALS AND ENTERTAINMENT EXPENSES	93.	SEE FORM 1040 INSTRUCTIONS

SCHEDULE K-1 OTHER INFORMATION, BOX 17, CODE T

DESCRIPTION	AMOUNT	SHAREHOLDER FILING INSTRUCTIONS
TENTATIVE SECTION 179 EXPENSE DEDUCTION	768.	SEE THE IRS INSTRUCTIONS

This list identifies the codes used on Schedule K-1 for all shareholders and provides summarized reporting information for shareholders who file Form 1040. For detailed reporting and filing information, see the separate Shareholder's Instructions for Schedule K-1 and the instructions for your income tax return.

		Report on
1.	Ordinary business income (loss). You must first determine whether the income (loss) is passive or nonpassive. Then enter on your return as follows:	
	Passive loss	See the Shareholder's Instructions
	Passive income	Schedule E, line 28, column (g)
	Nonpassive loss	Schedule E, line 28, column (h)
	Nonpassive income	Schedule E, line 28, column (j)
2.	Net rental real estate income (loss)	See the Shareholder's Instructions
3.	Other net rental income (loss)	
	Net income	Schedule E, line 28, column (g)
	Net loss	See the Shareholder's Instructions
4.	Interest income	Form 1040, line 8a
5a.	Ordinary dividends	Form 1040, line 9a
5b.	Qualified dividends	Form 1040, line 9b
6.	Royalties	Schedule E, line 4
7.	Net short-term capital gain (loss)	Schedule D, line 5, column (f)
8a.	Net long-term capital gain (loss)	Schedule D, line 12, column (f)
8b.	Collectibles (28%) gain (loss)	28% Rate Gain Worksheet, line 4 (Schedule D Instructions)
8c.	Unrecaptured section 1250 gain	See the Shareholder's Instructions
9.	Net section 1231 gain (loss)	See the Shareholder's Instructions
10.	Other income (loss)	
	Code	
	A Other portfolio income (loss)	See the Shareholder's Instructions
	B Involuntary conversions	See the Shareholder's Instructions
	C Sec. 1256 contracts & straddles	Form 6781, line 1
	D Mining exploration costs recapture	See Pub. 535
	E Other income (loss)	See the Shareholder's Instructions
11.	Section 179 deduction	See the Shareholder's Instructions
12.	Other deductions	
	A Cash contributions (50%)	See the Shareholder's Instructions
	B Cash contributions (30%)	
	C Noncash contributions (50%)	
	D Noncash contributions (30%)	
	E Capital gain property to a 50% organization (30%)	
	F Capital gain property (20%)	
	G Investment interest expense	Form 4952, line 1
	H Deductions - royalty income	Schedule E, line 18
	I Section 59(e)(2) expenditures	See the Shareholder's Instructions
	J Deductions - portfolio (2% floor)	Schedule A, line 22
	K Deductions - portfolio (other)	Schedule A, line 27
	L Preproductive period expenses	See the Shareholder's Instructions
	M Commercial revitalization deduction from rental real estate activities	See Form 8582 Instructions
	N Reforestation expense deduction	See the Shareholder's Instructions
	O Domestic production activities information	See Form 8903 instructions
	P Qualified production activities income	Form 8903, line 7
	Q Employer's W-2 wages	Form 8903, line 13
	R Other deductions	See the Shareholder's Instructions
13.	Credits	
	A Low-income housing credit (section 42(j)(5))	See the Shareholder's Instructions
	B Low-income housing credit (other)	
	C Qualified rehabilitation expenditures (rental real estate)	
	D Other rental real estate credits	
	E Other rental credits	
	F Undistributed capital gains credit	Form 1040, line 70; check box a
	G Credit for alcohol used as fuel	See the Shareholder's Instructions
	H Work opportunity credit	
	I Welfare-to-work credit	
	J Disabled access credit	
	K Empowerment zone and renewal community employment credit	Form 8844, line 3

		Report on
	Code	
	L Credit for increasing research activities	See the Shareholder's Instructions
	M New markets credit	
	N Credit for employer social security and Medicare taxes	
	O Backup withholding	Form 1040, line 64
	P Other credits	See the Shareholder's Instructions
14.	Foreign transactions	
	A Name of country or U.S. possession	Form 1116, Part I
	B Gross income from all sources	
	C Gross income sourced at shareholder level	
	Foreign gross income sourced at corporate level	
	D Passive	Form 1116, Part I
	E Listed categories	
	F General limitation	
	Deductions allocated and apportioned to shareholder level	
	G Interest expense	Form 1116, Part I
	H Other	Form 1116, Part I
	Deductions allocated and apportioned at corporate level to foreign source income	
	I Passive	Form 1116, Part I
	J Listed categories	
	K General limitation	
	Other information	
	L Total foreign taxes paid	Form 1116, Part II
	M Total foreign taxes accrued	Form 1116, Part II
	N Reduction in taxes available for credit	Form 1116, line 12
	O Foreign trading gross receipts	Form 8873
	P Extraterritorial income exclusion	Form 8873
	Q Other foreign transactions	See the Shareholder's Instructions
15.	Alternative minimum tax (AMT) items	
	A Post-1986 depreciation adjustment	See the Shareholder's Instructions and the Instructions for Form 6251
	B Adjusted gain or loss	
	C Depletion (other than oil & gas)	
	D Oil, gas, & geothermal - gross income	
	E Oil, gas, & geothermal - deductions	
	F Other AMT items	
16.	Items affecting shareholder basis	
	A Tax-exempt interest income	Form 1040, line 8b
	B Other tax-exempt income	See the Shareholder's Instructions
	C Nondeductible expenses	
	D Property distributions	
	E Repayment of loans from shareholders	
17.	Other information	
	A Investment income	Form 4952, line 4a
	B Investment expenses	Form 4952, line 5
	C Qualified rehabilitation expenditures (other than rental real estate)	See the Shareholder's Instructions
	D Basis of energy property	See the Shareholder's Instructions
	E Recapture of low-income housing credit (section 42(j)(5))	Form 8611, line 8
	F Recapture of low-income housing credit (other)	Form 8611, line 8
	G Recapture of investment credit	See Form 4255
	H Recapture of other credits	See the Shareholder's Instructions
	I Look-back interest - completed long-term contracts	See Form 8697
	J Look-back interest - income forecast method	See Form 8866
	K Dispositions of property with section 179 deductions	See the Shareholder's Instructions
	L Recapture of section 179 deduction	
	M Section 453(l)(3) information	
	N Section 453A(c) information	
	O Section 1260(b) information	
	P Interest allocable to production expenditures	
	Q CCF nonqualified withdrawals	
	R Information needed to figure depletion - oil and gas	
	S Amortization of reforestation costs	
	T Other information	

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Schedule K-1 (Form 1120S)

Department of the Treasury
Internal Revenue Service

2006

For calendar year 2006, or tax year beginning SEPTEMBER 1, 2006
ending DECEMBER 31, 2006

☐ Final K-1 ☐ Amended K-1 OMB No. 1545-0130

Shareholder's Share of Income, Deductions, Credits, etc. ▶ See separate instructions.

Part I Information About the Corporation

A Corporation's employer identification number
20-5290314

B Corporation's name, address, city, state, and ZIP code

LIC HOLDINGS INC
950 PENINSULA CORP. CIRCLE, SUITE 3010
BOCA RATON, FL 33487

C IRS Center where corporation filed return
OGDEN, UT

D ☐ Tax shelter registration number, if any

E ☐ Check if Form 8271 is attached

Part II Information About the Shareholder

F Shareholder's identifying number
20-7294171

G Shareholder's name, address, city, state and ZIP code
JACOB BERNSTEIN IRREV TRUST
C/O TRACI KRATISH PA,TRUSTEE
9050 PENINSULA CORP CIRCLE, STE 3010
BOCA RATON, FL 33487

H Shareholder's percentage of stock ownership for tax year 1.200000%

Part III Shareholder's Share of Current Year Income, Deductions, Credits, and Other Items

1 Ordinary business income (loss)	17,758.	13 Credits	
2 Net rental real estate income (loss)			
3 Other net rental income (loss)			
4 Interest income	84.		
5a Ordinary dividends			
5b Qualified dividends		14 Foreign transactions	
6 Royalties			
7 Net short-term capital gain (loss)			
8a Net long-term capital gain (loss)			
8b Collectibles (28%) gain (loss)			
8c Unrecaptured sec 1250 gain			
9 Net section 1231 gain (loss)			
10 Other income (loss)		15 Alternative min tax (AMT) items	
		A	<12.>
11 Section 179 deduction		16 Items affecting shareholder basis	
		C*	94.
12 Other deductions			
		17 Other information	
		A	84.
		T*	STMT

*See attached statement for additional information.

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12-28-06 JWA For Privacy Act and Paperwork Reduction Act Notice, see Instructions for Form 1120S. Schedule K-1 (Form 1120S) 2006

SHAREHOLDER NUMBER 6

LIC HOLDINGS INC 20-5290314

SCHEDULE K-1 NONDEDUCTIBLE EXPENSES, BOX 16, CODE C

DESCRIPTION	AMOUNT	SHAREHOLDER FILING INSTRUCTIONS
EXCLUDED MEALS AND ENTERTAINMENT EXPENSES	94.	SEE FORM 1040 INSTRUCTIONS

SCHEDULE K-1 OTHER INFORMATION, BOX 17, CODE T

DESCRIPTION	AMOUNT	SHAREHOLDER FILING INSTRUCTIONS
TENTATIVE SECTION 179 EXPENSE DEDUCTION	767.	SEE THE IRS INSTRUCTIONS

This list identifies the codes used on Schedule K-1 for all shareholders and provides summarized reporting information for shareholders who file Form 1040. For detailed reporting and filing information, see the separate Shareholder's Instructions for Schedule K-1 and the instructions for your income tax return.

		Report on
1.	Ordinary business income (loss). You must first determine whether the income (loss) is passive or nonpassive. Then enter on your return as follows:	
	Passive loss	See the Shareholder's Instructions
	Passive income	Schedule E, line 28, column (g)
	Nonpassive loss	Schedule E, line 28, column (h)
	Nonpassive income	Schedule E, line 28, column (j)
2.	Net rental real estate income (loss)	See the Shareholder's Instructions
3.	Other net rental income (loss)	
	Net income	Schedule E, line 28, column (g)
	Net loss	See the Shareholder's Instructions
4.	Interest income	Form 1040, line 8a
5a.	Ordinary dividends	Form 1040, line 9a
5b.	Qualified dividends	Form 1040, line 9b
6.	Royalties	Schedule E, line 4
7.	Net short-term capital gain (loss)	Schedule D, line 5, column (f)
8a.	Net long-term capital gain (loss)	Schedule D, line 12, column (f)
8b.	Collectibles (28%) gain (loss)	28% Rate Gain Worksheet, line 4 (Schedule D Instructions)
8c.	Unrecaptured section 1250 gain	See the Shareholder's Instructions
9.	Net section 1231 gain (loss)	See the Shareholder's Instructions
10.	Other income (loss)	
	Code	
	A Other portfolio income (loss)	See the Shareholder's Instructions
	B Involuntary conversions	See the Shareholder's Instructions
	C Sec. 1256 contracts & straddles	Form 6781, line 1
	D Mining exploration costs recapture	See Pub. 535
	E Other income (loss)	See the Shareholder's Instructions
11.	Section 179 deduction	See the Shareholder's Instructions
12.	Other deductions	
	A Cash contributions (50%)	See the Shareholder's Instructions
	B Cash contributions (30%)	
	C Noncash contributions (50%)	
	D Noncash contributions (30%)	
	E Capital gain property to a 50% organization (30%)	
	F Capital gain property (20%)	
	G Investment interest expense	Form 4952, line 1
	H Deductions - royalty income	Schedule E, line 18
	I Section 59(e)(2) expenditures	See the Shareholder's Instructions
	J Deductions - portfolio (2% floor)	Schedule A, line 22
	K Deductions - portfolio (other)	Schedule A, line 27
	L Preproductive period expenses	See the Shareholder's Instructions
	M Commercial revitalization deduction from rental real estate activities	See Form 8582 Instructions
	N Reforestation expense deduction	See the Shareholder's Instructions
	O Domestic production activities information	See Form 8903 instructions
	P Qualified production activities income	Form 8903, line 7
	Q Employer's W-2 wages	Form 8903, line 13
	R Other deductions	See the Shareholder's Instructions
13.	Credits	
	A Low-income housing credit (section 42(j)(5))	See the Shareholder's Instructions
	B Low-income housing credit (other)	
	C Qualified rehabilitation expenditures (rental real estate)	
	D Other rental real estate credits	
	E Other rental credits	
	F Undistributed capital gains credit	Form 1040, line 70; check box a
	G Credit for alcohol used as fuel	See the Shareholder's Instructions
	H Work opportunity credit	
	I Welfare-to-work credit	
	J Disabled access credit	
	K Empowerment zone and renewal community employment credit	Form 8844, line 3

		Report on
	Code	
	L Credit for increasing research activities	See the Shareholder's Instructions
	M New markets credit	
	N Credit for employer social security and Medicare taxes	
	O Backup withholding	Form 1040, line 64
	P Other credits	See the Shareholder's Instructions
14.	Foreign transactions	
	A Name of country or U.S. possession	Form 1116, Part I
	B Gross income from all sources	
	C Gross income sourced at shareholder level	
	Foreign gross income sourced at corporate level	
	D Passive	Form 1116, Part I
	E Listed categories	
	F General limitation	
	Deductions allocated and apportioned to shareholder level	
	G Interest expense	Form 1116, Part I
	H Other	Form 1116, Part I
	Deductions allocated and apportioned at corporate level to foreign source income	
	I Passive	Form 1116, Part I
	J Listed categories	
	K General limitation	
	Other information	
	L Total foreign taxes paid	Form 1116, Part II
	M Total foreign taxes accrued	Form 1116, Part II
	N Reduction in taxes available for credit	Form 1116, line 12
	O Foreign trading gross receipts	Form 8873
	P Extraterritorial income exclusion	Form 8873
	Q Other foreign transactions	See the Shareholder's Instructions
15.	Alternative minimum tax (AMT) items	
	A Post-1986 depreciation adjustment	See the Shareholder's Instructions and the Instructions for Form 6251
	B Adjusted gain or loss	
	C Depletion (other than oil & gas)	
	D Oil, gas, & geothermal - gross income	
	E Oil, gas, & geothermal - deductions	
	F Other AMT items	
16.	Items affecting shareholder basis	
	A Tax-exempt interest income	Form 1040, line 8b
	B Other tax-exempt income	See the Shareholder's Instructions
	C Nondeductible expenses	
	D Property distributions	
	E Repayment of loans from shareholders	
17.	Other information	
	A Investment income	Form 4952, line 4a
	B Investment expenses	Form 4952, line 5
	C Qualified rehabilitation expenditures (other than rental real estate)	See the Shareholder's Instructions
	D Basis of energy property	See the Shareholder's Instructions
	E Recapture of low-income housing credit (section 42(j)(5))	Form 8611, line 8
	F Recapture of low-income housing credit (other)	Form 8611, line 8
	G Recapture of investment credit	See Form 4255
	H Recapture of other credits	See the Shareholder's Instructions
	I Look-back interest - completed long-term contracts	See Form 8697
	J Look-back interest - income forecast method	See Form 8866
	K Dispositions of property with section 179 deductions	See the Shareholder's Instructions
	L Recapture of section 179 deduction	
	M Section 453(l)(3) information	
	N Section 453A(c) information	
	O Section 1260(b) information	
	P Interest allocable to production expenditures	
	Q CCF nonqualified withdrawals	
	R Information needed to figure depletion - oil and gas	
	S Amortization of reforestation costs	
	T Other information	

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Schedule K-1 (Form 1120S)

Department of the Treasury
Internal Revenue Service

2006

For calendar year 2006, or tax year beginning SEPTEMBER 1, 2006
ending DECEMBER 31, 2006

☐ Final K-1 ☐ Amended K-1 OMB No. 1545-0130

Shareholder's Share of Income, Deductions, Credits, etc. ▶ See separate instructions.

Part I Information About the Corporation

A Corporation's employer identification number
20-5290314

B Corporation's name, address, city, state, and ZIP code

LIC HOLDINGS INC
950 PENINSULA CORP. CIRCLE, SUITE 3010
BOCA RATON, FL 33487

C IRS Center where corporation filed return
OGDEN, UT

D ☐ Tax shelter registration number, if any

E ☐ Check if Form 8271 is attached

Part II Information About the Shareholder

F Shareholder's identifying number
20-7294156

G Shareholder's name, address, city, state and ZIP code
JOSH BERNSTEIN IRREV TRUST
C/O TRACI KRATISH PA,TRUSTEE
9050 PENINSULA CORP CIRCLE, STE 3010
BOCA RATON, FL 33787

H Shareholder's percentage of stock ownership for tax year 1.200000%

Part III Shareholder's Share of Current Year Income, Deductions, Credits, and Other Items

1 Ordinary business income (loss)	17,757.	13 Credits	
2 Net rental real estate income (loss)			
3 Other net rental income (loss)			
4 Interest income	83.		
5a Ordinary dividends			
5b Qualified dividends		14 Foreign transactions	
6 Royalties			
7 Net short-term capital gain (loss)			
8a Net long-term capital gain (loss)			
8b Collectibles (28%) gain (loss)			
8c Unrecaptured sec 1250 gain			
9 Net section 1231 gain (loss)			
10 Other income (loss)		15 Alternative min tax (AMT) items	
		A	<13.>
11 Section 179 deduction		16 Items affecting shareholder basis	
		C*	94.
12 Other deductions			
		17 Other information	
		A	83.
		T*	STMT

*See attached statement for additional information.

For IRS Use Only

LIC HOLDINGS INC 20-5290314

SCHEDULE K-1 NONDEDUCTIBLE EXPENSES, BOX 16, CODE C

DESCRIPTION	AMOUNT	SHAREHOLDER FILING INSTRUCTIONS
EXCLUDED MEALS AND ENTERTAINMENT EXPENSES	94.	SEE FORM 1040 INSTRUCTIONS

SCHEDULE K-1 OTHER INFORMATION, BOX 17, CODE T

DESCRIPTION	AMOUNT	SHAREHOLDER FILING INSTRUCTIONS
TENTATIVE SECTION 179 EXPENSE DEDUCTION	767.	SEE THE IRS INSTRUCTIONS

This list identifies the codes used on Schedule K-1 for all shareholders and provides summarized reporting information for shareholders who file Form 1040. For detailed reporting and filing information, see the separate Shareholder's Instructions for Schedule K-1 and the instructions for your income tax return.

		Report on
1.	Ordinary business income (loss). You must first determine whether the income (loss) is passive or nonpassive. Then enter on your return as follows:	
	Passive loss	See the Shareholder's Instructions
	Passive income	Schedule E, line 28, column (g)
	Nonpassive loss	Schedule E, line 28, column (h)
	Nonpassive income	Schedule E, line 28, column (j)
2.	Net rental real estate income (loss)	See the Shareholder's Instructions
3.	Other net rental income (loss)	
	Net income	Schedule E, line 28, column (g)
	Net loss	See the Shareholder's Instructions
4.	Interest income	Form 1040, line 8a
5a.	Ordinary dividends	Form 1040, line 9a
5b.	Qualified dividends	Form 1040, line 9b
6.	Royalties	Schedule E, line 4
7.	Net short-term capital gain (loss)	Schedule D, line 5, column (f)
8a.	Net long-term capital gain (loss)	Schedule D, line 12, column (f)
8b.	Collectibles (28%) gain (loss)	28% Rate Gain Worksheet, line 4 (Schedule D Instructions)
8c.	Unrecaptured section 1250 gain	See the Shareholder's Instructions
9.	Net section 1231 gain (loss)	See the Shareholder's Instructions
10.	Other income (loss)	
	Code	
	A Other portfolio income (loss)	See the Shareholder's Instructions
	B Involuntary conversions	See the Shareholder's Instructions
	C Sec. 1256 contracts & straddles	Form 6781, line 1
	D Mining exploration costs recapture	See Pub. 535
	E Other income (loss)	See the Shareholder's Instructions
11.	Section 179 deduction	See the Shareholder's Instructions
12.	Other deductions	
	A Cash contributions (50%)	See the Shareholder's Instructions
	B Cash contributions (30%)	
	C Noncash contributions (50%)	
	D Noncash contributions (30%)	
	E Capital gain property to a 50% organization (30%)	
	F Capital gain property (20%)	
	G Investment interest expense	Form 4952, line 1
	H Deductions - royalty income	Schedule E, line 18
	I Section 59(e)(2) expenditures	See the Shareholder's Instructions
	J Deductions - portfolio (2% floor)	Schedule A, line 22
	K Deductions - portfolio (other)	Schedule A, line 27
	L Preproductive period expenses	See the Shareholder's Instructions
	M Commercial revitalization deduction from rental real estate activities	See Form 8582 Instructions
	N Reforestation expense deduction	See the Shareholder's Instructions
	O Domestic production activities information	See Form 8903 instructions
	P Qualified production activities income	Form 8903, line 7
	Q Employer's W-2 wages	Form 8903, line 13
	R Other deductions	See the Shareholder's Instructions
13.	Credits	
	A Low-income housing credit (section 42(j)(5))	See the Shareholder's Instructions
	B Low-income housing credit (other)	
	C Qualified rehabilitation expenditures (rental real estate)	
	D Other rental real estate credits	
	E Other rental credits	
	F Undistributed capital gains credit	Form 1040, line 70; check box a
	G Credit for alcohol used as fuel	See the Shareholder's Instructions
	H Work opportunity credit	
	I Welfare-to-work credit	
	J Disabled access credit	
	K Empowerment zone and renewal community employment credit	Form 8844, line 3

	Code	Report on
	L Credit for increasing research activities	See the Shareholder's Instructions
	M New markets credit	
	N Credit for employer social security and Medicare taxes	
	O Backup withholding	Form 1040, line 64
	P Other credits	See the Shareholder's Instructions
14.	Foreign transactions	
	A Name of country or U.S. possession	Form 1116, Part I
	B Gross income from all sources	
	C Gross income sourced at shareholder level	
	Foreign gross income sourced at corporate level	
	D Passive	Form 1116, Part I
	E Listed categories	
	F General limitation	
	Deductions allocated and apportioned to shareholder level	
	G Interest expense	Form 1116, Part I
	H Other	Form 1116, Part I
	Deductions allocated and apportioned at corporate level to foreign source income	
	I Passive	Form 1116, Part I
	J Listed categories	
	K General limitation	
	Other information	
	L Total foreign taxes paid	Form 1116, Part II
	M Total foreign taxes accrued	Form 1116, Part II
	N Reduction in taxes available for credit	Form 1116, line 12
	O Foreign trading gross receipts	Form 8873
	P Extraterritorial income exclusion	Form 8873
	Q Other foreign transactions	See the Shareholder's Instructions
15.	Alternative minimum tax (AMT) items	
	A Post-1986 depreciation adjustment	See the Shareholder's Instructions and the Instructions for Form 6251
	B Adjusted gain or loss	
	C Depletion (other than oil & gas)	
	D Oil, gas, & geothermal - gross income	
	E Oil, gas, & geothermal - deductions	
	F Other AMT items	
16.	Items affecting shareholder basis	
	A Tax-exempt interest income	Form 1040, line 8b
	B Other tax-exempt income	See the Shareholder's Instructions
	C Nondeductible expenses	
	D Property distributions	
	E Repayment of loans from shareholders	
17.	Other information	
	A Investment income	Form 4952, line 4a
	B Investment expenses	Form 4952, line 5
	C Qualified rehabilitation expenditures (other than rental real estate)	See the Shareholder's Instructions
	D Basis of energy property	See the Shareholder's Instructions
	E Recapture of low-income housing credit (section 42(j)(5))	Form 8611, line 8
	F Recapture of low-income housing credit (other)	Form 8611, line 8
	G Recapture of investment credit	See Form 4255
	H Recapture of other credits	See the Shareholder's Instructions
	I Look-back interest - completed long-term contracts	See Form 8697
	J Look-back interest - income forecast method	See Form 8866
	K Dispositions of property with section 179 deductions	See the Shareholder's Instructions
	L Recapture of section 179 deduction	
	M Section 453(l)(3) information	
	N Section 453A(c) information	
	O Section 1260(b) information	
	P Interest allocable to production expenditures	
	Q CCF nonqualified withdrawals	
	R Information needed to figure depletion - oil and gas	
	S Amortization of reforestation costs	
	T Other information	

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Schedule K-1 (Form 1120S)

Department of the Treasury
Internal Revenue Service

2006

For calendar year 2006, or tax year beginning SEPTEMBER 1, 2006
ending DECEMBER 31, 2006

☐ Final K-1 ☐ Amended K-1 OMB No. 1545-0130

Shareholder's Share of Income, Deductions, Credits, etc. ▶ See separate instructions.

Part I Information About the Corporation

A Corporation's employer identification number
20-5290314

B Corporation's name, address, city, state, and ZIP code

LIC HOLDINGS INC
950 PENINSULA CORP. CIRCLE, SUITE 3010
BOCA RATON, FL 33487

C IRS Center where corporation filed return
OGDEN, UT

D ☐ Tax shelter registration number, if any

E ☐ Check if Form 8271 is attached

Part II Information About the Shareholder

F Shareholder's identifying number
20-7294143

G Shareholder's name, address, city, state and ZIP code
MICHAEL BERNSTEIN IRREV TRUST
C/O GERALD R LEWIN, TRUSTEE
1900 NW CORPORATE BLVD., STE E-300
BOCA RATON, FL 33431

H Shareholder's percentage of stock ownership for tax year 1.200000%

Part III Shareholder's Share of Current Year Income, Deductions, Credits, and Other Items

1 Ordinary business income (loss)	17,758.	13 Credits	
2 Net rental real estate income (loss)			
3 Other net rental income (loss)			
4 Interest income	84.		
5a Ordinary dividends			
5b Qualified dividends		14 Foreign transactions	
6 Royalties			
7 Net short-term capital gain (loss)			
8a Net long-term capital gain (loss)			
8b Collectibles (28%) gain (loss)			
8c Unrecaptured sec 1250 gain			
9 Net section 1231 gain (loss)			
10 Other income (loss)		15 Alternative min tax (AMT) items	
		A	<13.>
11 Section 179 deduction		16 Items affecting shareholder basis	
		C*	93.
12 Other deductions			
		17 Other information	
		A	84.
		T*	STMT

*See attached statement for additional information.

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12-28-06 JWA For Privacy Act and Paperwork Reduction Act Notice, see Instructions for Form 1120S.

LIC HOLDINGS INC 20-5290314

SCHEDULE K-1 NONDEDUCTIBLE EXPENSES, BOX 16, CODE C

DESCRIPTION	AMOUNT	SHAREHOLDER FILING INSTRUCTIONS
EXCLUDED MEALS AND ENTERTAINMENT EXPENSES	93.	SEE FORM 1040 INSTRUCTIONS

SCHEDULE K-1 OTHER INFORMATION, BOX 17, CODE T

DESCRIPTION	AMOUNT	SHAREHOLDER FILING INSTRUCTIONS
TENTATIVE SECTION 179 EXPENSE DEDUCTION	768.	SEE THE IRS INSTRUCTIONS

This list identifies the codes used on Schedule K-1 for all shareholders and provides summarized reporting information for shareholders who file Form 1040. For detailed reporting and filing information, see the separate Shareholder's Instructions for Schedule K-1 and the instructions for your income tax return.

		Report on
1.	Ordinary business income (loss). You must first determine whether the income (loss) is passive or nonpassive. Then enter on your return as follows:	
	Passive loss	See the Shareholder's Instructions
	Passive income	Schedule E, line 28, column (g)
	Nonpassive loss	Schedule E, line 28, column (h)
	Nonpassive income	Schedule E, line 28, column (j)
2.	Net rental real estate income (loss)	See the Shareholder's Instructions
3.	Other net rental income (loss)	
	Net income	Schedule E, line 28, column (g)
	Net loss	See the Shareholder's Instructions
4.	Interest income	Form 1040, line 8a
5a.	Ordinary dividends	Form 1040, line 9a
5b.	Qualified dividends	Form 1040, line 9b
6.	Royalties	Schedule E, line 4
7.	Net short-term capital gain (loss)	Schedule D, line 5, column (f)
8a.	Net long-term capital gain (loss)	Schedule D, line 12, column (f)
8b.	Collectibles (28%) gain (loss)	28% Rate Gain Worksheet, line 4 (Schedule D Instructions)
8c.	Unrecaptured section 1250 gain	See the Shareholder's Instructions
9.	Net section 1231 gain (loss)	See the Shareholder's Instructions
10.	Other income (loss)	
	Code	
	A Other portfolio income (loss)	See the Shareholder's Instructions
	B Involuntary conversions	See the Shareholder's Instructions
	C Sec. 1256 contracts & straddles	Form 6781, line 1
	D Mining exploration costs recapture	See Pub. 535
	E Other income (loss)	See the Shareholder's Instructions
11.	Section 179 deduction	See the Shareholder's Instructions
12.	Other deductions	
	A Cash contributions (50%)	See the Shareholder's Instructions
	B Cash contributions (30%)	
	C Noncash contributions (50%)	
	D Noncash contributions (30%)	
	E Capital gain property to a 50% organization (30%)	
	F Capital gain property (20%)	
	G Investment interest expense	Form 4952, line 1
	H Deductions - royalty income	Schedule E, line 18
	I Section 59(e)(2) expenditures	See the Shareholder's Instructions
	J Deductions - portfolio (2% floor)	Schedule A, line 22
	K Deductions - portfolio (other)	Schedule A, line 27
	L Preproductive period expenses	See the Shareholder's Instructions
	M Commercial revitalization deduction from rental real estate activities	See Form 8582 Instructions
	N Reforestation expense deduction	See the Shareholder's Instructions
	O Domestic production activities information	See Form 8903 instructions
	P Qualified production activities income	Form 8903, line 7
	Q Employer's W-2 wages	Form 8903, line 13
	R Other deductions	See the Shareholder's Instructions
13.	Credits	
	A Low-income housing credit (section 42(j)(5))	See the Shareholder's Instructions
	B Low-income housing credit (other)	
	C Qualified rehabilitation expenditures (rental real estate)	
	D Other rental real estate credits	
	E Other rental credits	
	F Undistributed capital gains credit	Form 1040, line 70; check box a
	G Credit for alcohol used as fuel	See the Shareholder's Instructions
	H Work opportunity credit	
	I Welfare-to-work credit	
	J Disabled access credit	
	K Empowerment zone and renewal community employment credit	Form 8844, line 3

		Report on
	L Credit for increasing research activities	See the Shareholder's Instructions
	M New markets credit	
	N Credit for employer social security and Medicare taxes	
	O Backup withholding	Form 1040, line 64
	P Other credits	See the Shareholder's Instructions
14.	Foreign transactions	
	A Name of country or U.S. possession	Form 1116, Part I
	B Gross income from all sources	
	C Gross income sourced at shareholder level	
	Foreign gross income sourced at corporate level	
	D Passive	Form 1116, Part I
	E Listed categories	
	F General limitation	
	Deductions allocated and apportioned to shareholder level	
	G Interest expense	Form 1116, Part I
	H Other	Form 1116, Part I
	Deductions allocated and apportioned at corporate level to foreign source income	
	I Passive	Form 1116, Part I
	J Listed categories	
	K General limitation	
	Other information	
	L Total foreign taxes paid	Form 1116, Part II
	M Total foreign taxes accrued	Form 1116, Part II
	N Reduction in taxes available for credit	Form 1116, line 12
	O Foreign trading gross receipts	Form 8873
	P Extraterritorial income exclusion	Form 8873
	Q Other foreign transactions	See the Shareholder's Instructions
15.	Alternative minimum tax (AMT) items	
	A Post-1986 depreciation adjustment	See the Shareholder's Instructions and the Instructions for Form 6251
	B Adjusted gain or loss	
	C Depletion (other than oil & gas)	
	D Oil, gas, & geothermal - gross income	
	E Oil, gas, & geothermal - deductions	
	F Other AMT items	
16.	Items affecting shareholder basis	
	A Tax-exempt interest income	Form 1040, line 8b
	B Other tax-exempt income	See the Shareholder's Instructions
	C Nondeductible expenses	
	D Property distributions	
	E Repayment of loans from shareholders	
17.	Other information	
	A Investment income	Form 4952, line 4a
	B Investment expenses	Form 4952, line 5
	C Qualified rehabilitation expenditures (other than rental real estate)	See the Shareholder's Instructions
	D Basis of energy property	See the Shareholder's Instructions
	E Recapture of low-income housing credit (section 42(j)(5))	Form 8611, line 8
	F Recapture of low-income housing credit (other)	Form 8611, line 8
	G Recapture of investment credit	See Form 4255
	H Recapture of other credits	See the Shareholder's Instructions
	I Look-back interest - completed long-term contracts	See Form 8697
	J Look-back interest - income forecast method	See Form 8866
	K Dispositions of property with section 179 deductions	See the Shareholder's Instructions
	L Recapture of section 179 deduction	
	M Section 453(l)(3) information	
	N Section 453A(c) information	
	O Section 1260(b) information	
	P Interest allocable to production expenditures	
	Q CCF nonqualified withdrawals	
	R Information needed to figure depletion - oil and gas	
	S Amortization of reforestation costs	
	T Other information	

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Schedule K-1 (Form 1120S)

Department of the Treasury
Internal Revenue Service

2006

For calendar year 2006, or tax year beginning SEPTEMBER 1, 2006
ending DECEMBER 31, 2006

☐ Final K-1 ☐ Amended K-1 OMB No. 1545-0130

Shareholder's Share of Income, Deductions, Credits, etc. ▶ See separate instructions.

Part I Information About the Corporation

A Corporation's employer identification number
20-5290314

B Corporation's name, address, city, state, and ZIP code

LIC HOLDINGS INC
950 PENINSULA CORP. CIRCLE, SUITE 3010
BOCA RATON, FL 33487

C IRS Center where corporation filed return
OGDEN, UT

D ☐ Tax shelter registration number, if any

E ☐ Check if Form 8271 is attached

Part II Information About the Shareholder

F Shareholder's identifying number
20-7294216

G Shareholder's name, address, city, state and ZIP code
CARLY FRIEDSTEIN IRREV TRUST
C/O GERARD R LEWIN, TRUSTEE
1900 NW CORPORATE BLVD., STE E-300
BOCA RATON, FL 33431

H Shareholder's percentage of stock ownership for tax year 1.200000%

Part III Shareholder's Share of Current Year Income, Deductions, Credits, and Other Items

1	Ordinary business income (loss)	17,757.	
2	Net rental real estate income (loss)		
3	Other net rental income (loss)		
4	Interest income	84.	
5a	Ordinary dividends		
5b	Qualified dividends		
6	Royalties		
7	Net short-term capital gain (loss)		
8a	Net long-term capital gain (loss)		
8b	Collectibles (28%) gain (loss)		
8c	Unrecaptured sec 1250 gain		
9	Net section 1231 gain (loss)		
10	Other income (loss)		
11	Section 179 deduction		
12	Other deductions		

13	Credits		
14	Foreign transactions		
15	Alternative min tax (AMT) items	A	<13.>
16	Items affecting shareholder basis	C*	94.
17	Other information	A	84.
		T*	STMT

*See attached statement for additional information.

For IRS Use Only

LIC HOLDINGS INC 20-5290314

SCHEDULE K-1 NONDEDUCTIBLE EXPENSES, BOX 16, CODE C

DESCRIPTION	AMOUNT	SHAREHOLDER FILING INSTRUCTIONS
EXCLUDED MEALS AND ENTERTAINMENT EXPENSES	94.	SEE FORM 1040 INSTRUCTIONS

SCHEDULE K-1 OTHER INFORMATION, BOX 17, CODE T

DESCRIPTION	AMOUNT	SHAREHOLDER FILING INSTRUCTIONS
TENTATIVE SECTION 179 EXPENSE DEDUCTION	767.	SEE THE IRS INSTRUCTIONS

This list identifies the codes used on Schedule K-1 for all shareholders and provides summarized reporting information for shareholders who file Form 1040. For detailed reporting and filing information, see the separate Shareholder's Instructions for Schedule K-1 and the instructions for your income tax return.

		Report on
1.	Ordinary business income (loss). You must first determine whether the income (loss) is passive or nonpassive. Then enter on your return as follows:	
	Passive loss	See the Shareholder's Instructions
	Passive income	Schedule E, line 28, column (g)
	Nonpassive loss	Schedule E, line 28, column (h)
	Nonpassive income	Schedule E, line 28, column (j)
2.	Net rental real estate income (loss)	See the Shareholder's Instructions
3.	Other net rental income (loss)	
	Net income	Schedule E, line 28, column (g)
	Net loss	See the Shareholder's Instructions
4.	Interest income	Form 1040, line 8a
5a.	Ordinary dividends	Form 1040, line 9a
5b.	Qualified dividends	Form 1040, line 9b
6.	Royalties	Schedule E, line 4
7.	Net short-term capital gain (loss)	Schedule D, line 5, column (f)
8a.	Net long-term capital gain (loss)	Schedule D, line 12, column (f)
8b.	Collectibles (28%) gain (loss)	28% Rate Gain Worksheet, line 4 (Schedule D Instructions)
8c.	Unrecaptured section 1250 gain	See the Shareholder's Instructions
9.	Net section 1231 gain (loss)	See the Shareholder's Instructions
10.	Other income (loss)	
	Code	
	A Other portfolio income (loss)	See the Shareholder's Instructions
	B Involuntary conversions	See the Shareholder's Instructions
	C Sec. 1256 contracts & straddles	Form 6781, line 1
	D Mining exploration costs recapture	See Pub. 535
	E Other income (loss)	See the Shareholder's Instructions
11.	Section 179 deduction	See the Shareholder's Instructions
12.	Other deductions	
	A Cash contributions (50%)	See the Shareholder's Instructions
	B Cash contributions (30%)	
	C Noncash contributions (50%)	
	D Noncash contributions (30%)	
	E Capital gain property to a 50% organization (30%)	
	F Capital gain property (20%)	
	G Investment interest expense	Form 4952, line 1
	H Deductions - royalty income	Schedule E, line 18
	I Section 59(e)(2) expenditures	See the Shareholder's Instructions
	J Deductions - portfolio (2% floor)	Schedule A, line 22
	K Deductions - portfolio (other)	Schedule A, line 27
	L Preproductive period expenses	See the Shareholder's Instructions
	M Commercial revitalization deduction from rental real estate activities	See Form 8582 Instructions
	N Reforestation expense deduction	See the Shareholder's Instructions
	O Domestic production activities information	See Form 8903 instructions
	P Qualified production activities income	Form 8903, line 7
	Q Employer's W-2 wages	Form 8903, line 13
	R Other deductions	See the Shareholder's Instructions
13.	Credits	
	A Low-income housing credit (section 42(j)(5))	See the Shareholder's Instructions
	B Low-income housing credit (other)	
	C Qualified rehabilitation expenditures (rental real estate)	
	D Other rental real estate credits	
	E Other rental credits	
	F Undistributed capital gains credit	Form 1040, line 70; check box a
	G Credit for alcohol used as fuel	See the Shareholder's Instructions
	H Work opportunity credit	
	I Welfare-to-work credit	
	J Disabled access credit	
	K Empowerment zone and renewal community employment credit	Form 8844, line 3
	L Credit for increasing research activities	See the Shareholder's Instructions
	M New markets credit	
	N Credit for employer social security and Medicare taxes	
	O Backup withholding	Form 1040, line 64
	P Other credits	See the Shareholder's Instructions
14.	Foreign transactions	
	A Name of country or U.S. possession	Form 1116, Part I
	B Gross income from all sources	
	C Gross income sourced at shareholder level	
	Foreign gross income sourced at corporate level	
	D Passive	Form 1116, Part I
	E Listed categories	
	F General limitation	
	Deductions allocated and apportioned to shareholder level	
	G Interest expense	Form 1116, Part I
	H Other	Form 1116, Part I
	Deductions allocated and apportioned at corporate level to foreign source income	
	I Passive	Form 1116, Part I
	J Listed categories	
	K General limitation	
	Other information	
	L Total foreign taxes paid	Form 1116, Part II
	M Total foreign taxes accrued	Form 1116, Part II
	N Reduction in taxes available for credit	Form 1116, line 12
	O Foreign trading gross receipts	Form 8873
	P Extraterritorial income exclusion	Form 8873
	Q Other foreign transactions	See the Shareholder's Instructions
15.	Alternative minimum tax (AMT) items	
	A Post-1986 depreciation adjustment	See the Shareholder's Instructions and the Instructions for Form 6251
	B Adjusted gain or loss	
	C Depletion (other than oil & gas)	
	D Oil, gas, & geothermal - gross income	
	E Oil, gas, & geothermal - deductions	
	F Other AMT items	
16.	Items affecting shareholder basis	
	A Tax-exempt interest income	Form 1040, line 8b
	B Other tax-exempt income	See the Shareholder's Instructions
	C Nondeductible expenses	
	D Property distributions	
	E Repayment of loans from shareholders	
17.	Other information	
	A Investment income	Form 4952, line 4a
	B Investment expenses	Form 4952, line 5
	C Qualified rehabilitation expenditures (other than rental real estate)	See the Shareholder's Instructions
	D Basis of energy property	See the Shareholder's Instructions
	E Recapture of low-income housing credit (section 42(j)(5))	Form 8611, line 8
	F Recapture of low-income housing credit (other)	Form 8611, line 8
	G Recapture of investment credit	See Form 4255
	H Recapture of other credits	See the Shareholder's Instructions
	I Look-back interest - completed long-term contracts	See Form 8697
	J Look-back interest - income forecast method	See Form 8866
	K Dispositions of property with section 179 deductions	See the Shareholder's Instructions
	L Recapture of section 179 deduction	
	M Section 453(l)(3) information	
	N Section 453A(c) information	
	O Section 1260(b) information	
	P Interest allocable to production expenditures	
	Q CCF nonqualified withdrawals	
	R Information needed to figure depletion - oil and gas	
	S Amortization of reforestation costs	
	T Other information	

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Schedule K-1 (Form 1120S)

Department of the Treasury
Internal Revenue Service

2006

For calendar year 2006, or tax year beginning SEPTEMBER 1, 2006
ending DECEMBER 31, 2006

☐ Final K-1 ☐ Amended K-1 OMB No. 1545-0130

Shareholder's Share of Income, Deductions, Credits, etc. ▶ See separate instructions.

Part I Information About the Corporation

A Corporation's employer identification number
20-5290314

B Corporation's name, address, city, state, and ZIP code

LIC HOLDINGS INC
950 PENINSULA CORP. CIRCLE, SUITE 3010
BOCA RATON, FL 33487

C IRS Center where corporation filed return
OGDEN, UT

D ☐ Tax shelter registration number, if any

E ☐ Check if Form 8271 is attached

Part II Information About the Shareholder

F Shareholder's identifying number
20-7294226

G Shareholder's name, address, city, state and ZIP code
MAX FRIEDSTEIN IRREV TRUST
C/O GERALD R LEWIN, TRUSTEE
1900 NW CORPORATE BLVD., STE E-300
BOCA RATON, FL 33431

H Shareholder's percentage of stock ownership for tax year 1.200000%

Part III Shareholder's Share of Current Year Income, Deductions, Credits, and Other Items

1 Ordinary business income (loss)	17,758.	13 Credits	
2 Net rental real estate income (loss)			
3 Other net rental income (loss)			
4 Interest income	83.		
5a Ordinary dividends			
5b Qualified dividends		14 Foreign transactions	
6 Royalties			
7 Net short-term capital gain (loss)			
8a Net long-term capital gain (loss)			
8b Collectibles (28%) gain (loss)			
8c Unrecaptured sec 1250 gain			
9 Net section 1231 gain (loss)			
10 Other income (loss)		15 Alternative min tax (AMT) items	
		A	<12.>
11 Section 179 deduction		16 Items affecting shareholder basis	
		C*	93.
12 Other deductions			
		17 Other information	
		A	83.
		T*	STMT

*See attached statement for additional information.

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12-28-06 JWA For Privacy Act and Paperwork Reduction Act Notice, see Instructions for Form 1120S. Schedule K-1 (Form 1120S) 2006

SHAREHOLDER NUMBER 10

LIC HOLDINGS INC 20-5290314

SCHEDULE K-1 NONDEDUCTIBLE EXPENSES, BOX 16, CODE C

DESCRIPTION	AMOUNT	SHAREHOLDER FILING INSTRUCTIONS
EXCLUDED MEALS AND ENTERTAINMENT EXPENSES	93.	SEE FORM 1040 INSTRUCTIONS

SCHEDULE K-1 OTHER INFORMATION, BOX 17, CODE T

DESCRIPTION	AMOUNT	SHAREHOLDER FILING INSTRUCTIONS
TENTATIVE SECTION 179 EXPENSE DEDUCTION	767.	SEE THE IRS INSTRUCTIONS

This list identifies the codes used on Schedule K-1 for all shareholders and provides summarized reporting information for shareholders who file Form 1040. For detailed reporting and filing information, see the separate Shareholder's Instructions for Schedule K-1 and the instructions for your income tax return.

		Report on
1.	Ordinary business income (loss). You must first determine whether the income (loss) is passive or nonpassive. Then enter on your return as follows:	
	Passive loss	See the Shareholder's Instructions
	Passive income	Schedule E, line 28, column (g)
	Nonpassive loss	Schedule E, line 28, column (h)
	Nonpassive income	Schedule E, line 28, column (j)
2.	Net rental real estate income (loss)	See the Shareholder's Instructions
3.	Other net rental income (loss)	
	Net income	Schedule E, line 28, column (g)
	Net loss	See the Shareholder's Instructions
4.	Interest income	Form 1040, line 8a
5a.	Ordinary dividends	Form 1040, line 9a
5b.	Qualified dividends	Form 1040, line 9b
6.	Royalties	Schedule E, line 4
7.	Net short-term capital gain (loss)	Schedule D, line 5, column (f)
8a.	Net long-term capital gain (loss)	Schedule D, line 12, column (f)
8b.	Collectibles (28%) gain (loss)	28% Rate Gain Worksheet, line 4 (Schedule D Instructions)
8c.	Unrecaptured section 1250 gain	See the Shareholder's Instructions
9.	Net section 1231 gain (loss)	See the Shareholder's Instructions
10.	Other income (loss)	
	Code	
	A Other portfolio income (loss)	See the Shareholder's Instructions
	B Involuntary conversions	See the Shareholder's Instructions
	C Sec. 1256 contracts & straddles	Form 6781, line 1
	D Mining exploration costs recapture	See Pub. 535
	E Other income (loss)	See the Shareholder's Instructions
11.	Section 179 deduction	See the Shareholder's Instructions
12.	Other deductions	
	A Cash contributions (50%)	See the Shareholder's Instructions
	B Cash contributions (30%)	
	C Noncash contributions (50%)	
	D Noncash contributions (30%)	
	E Capital gain property to a 50% organization (30%)	
	F Capital gain property (20%)	
	G Investment interest expense	Form 4952, line 1
	H Deductions - royalty income	Schedule E, line 18
	I Section 59(e)(2) expenditures	See the Shareholder's Instructions
	J Deductions - portfolio (2% floor)	Schedule A, line 22
	K Deductions - portfolio (other)	Schedule A, line 27
	L Preproductive period expenses	See the Shareholder's Instructions
	M Commercial revitalization deduction from rental real estate activities	See Form 8582 Instructions
	N Reforestation expense deduction	See the Shareholder's Instructions
	O Domestic production activities information	See Form 8903 instructions
	P Qualified production activities income	Form 8903, line 7
	Q Employer's W-2 wages	Form 8903, line 13
	R Other deductions	See the Shareholder's Instructions
13.	Credits	
	A Low-income housing credit (section 42(j)(5))	See the Shareholder's Instructions
	B Low-income housing credit (other)	
	C Qualified rehabilitation expenditures (rental real estate)	
	D Other rental real estate credits	
	E Other rental credits	
	F Undistributed capital gains credit	Form 1040, line 70; check box a
	G Credit for alcohol used as fuel	See the Shareholder's Instructions
	H Work opportunity credit	
	I Welfare-to-work credit	
	J Disabled access credit	
	K Empowerment zone and renewal community employment credit	Form 8844, line 3
	L Credit for increasing research activities	See the Shareholder's Instructions
	M New markets credit	
	N Credit for employer social security and Medicare taxes	
	O Backup withholding	Form 1040, line 64
	P Other credits	See the Shareholder's Instructions
14.	Foreign transactions	
	A Name of country or U.S. possession	Form 1116, Part I
	B Gross income from all sources	
	C Gross income sourced at shareholder level	
	Foreign gross income sourced at corporate level	
	D Passive	Form 1116, Part I
	E Listed categories	
	F General limitation	
	Deductions allocated and apportioned to shareholder level	
	G Interest expense	Form 1116, Part I
	H Other	Form 1116, Part I
	Deductions allocated and apportioned at corporate level to foreign source income	
	I Passive	Form 1116, Part I
	J Listed categories	
	K General limitation	
	Other information	
	L Total foreign taxes paid	Form 1116, Part II
	M Total foreign taxes accrued	Form 1116, Part II
	N Reduction in taxes available for credit	Form 1116, line 12
	O Foreign trading gross receipts	Form 8873
	P Extraterritorial income exclusion	Form 8873
	Q Other foreign transactions	See the Shareholder's Instructions
15.	Alternative minimum tax (AMT) items	
	A Post-1986 depreciation adjustment	See the Shareholder's Instructions and the Instructions for Form 6251
	B Adjusted gain or loss	
	C Depletion (other than oil & gas)	
	D Oil, gas, & geothermal - gross income	
	E Oil, gas, & geothermal - deductions	
	F Other AMT items	
16.	Items affecting shareholder basis	
	A Tax-exempt interest income	Form 1040, line 8b
	B Other tax-exempt income	See the Shareholder's Instructions
	C Nondeductible expenses	
	D Property distributions	
	E Repayment of loans from shareholders	
17.	Other information	
	A Investment income	Form 4952, line 4a
	B Investment expenses	Form 4952, line 5
	C Qualified rehabilitation expenditures (other than rental real estate)	See the Shareholder's Instructions
	D Basis of energy property	See the Shareholder's Instructions
	E Recapture of low-income housing credit (section 42(j)(5))	Form 8611, line 8
	F Recapture of low-income housing credit (other)	Form 8611, line 8
	G Recapture of investment credit	See Form 4255
	H Recapture of other credits	See the Shareholder's Instructions
	I Look-back interest - completed long-term contracts	See Form 8697
	J Look-back interest - income forecast method	See Form 8866
	K Dispositions of property with section 179 deductions	See the Shareholder's Instructions
	L Recapture of section 179 deduction	
	M Section 453(l)(3) information	
	N Section 453A(c) information	
	O Section 1260(b) information	
	P Interest allocable to production expenditures	
	Q CCF nonqualified withdrawals	
	R Information needed to figure depletion - oil and gas	
	S Amortization of reforestation costs	
	T Other information	

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Schedule K-1 (Form 1120S)

Department of the Treasury
Internal Revenue Service

2006

For calendar year 2006, or tax year beginning SEPTEMBER 1, 2006
ending DECEMBER 31, 2006

☐ Final K-1 ☐ Amended K-1 OMB No. 1545-0130

Shareholder's Share of Income, Deductions, Credits, etc. ▶ See separate instructions.

Part II Information About the Corporation

A Corporation's employer identification number
20-5290314

B Corporation's name, address, city, state, and ZIP code

LIC HOLDINGS INC
950 PENINSULA CORP. CIRCLE, SUITE 3010
BOCA RATON, FL 33487

C IRS Center where corporation filed return
OGDEN, UT

D ☐ Tax shelter registration number, if any

E ☐ Check if Form 8271 is attached

Part III Information About the Shareholder

F Shareholder's identifying number
20-7294232

G Shareholder's name, address, city, state and ZIP code
JULIA IANTONI IRREV TRUST
C/O GERARD R LEWIN, TRUSTEE
1900 NW CORPORATE BLVD., STE E-300
BOCA RATON, FL 33431

H Shareholder's percentage of stock ownership for tax year 1.200000%

Part III Shareholder's Share of Current Year Income, Deductions, Credits, and Other Items

1 Ordinary business income (loss)	17,758.	13 Credits	
2 Net rental real estate income (loss)			
3 Other net rental income (loss)			
4 Interest income	84.		
5a Ordinary dividends			
5b Qualified dividends		14 Foreign transactions	
6 Royalties			
7 Net short-term capital gain (loss)			
8a Net long-term capital gain (loss)			
8b Collectibles (28%) gain (loss)			
8c Unrecaptured sec 1250 gain			
9 Net section 1231 gain (loss)			
10 Other income (loss)		15 Alternative min tax (AMT) items	
		A	<13.>
11 Section 179 deduction		16 Items affecting shareholder basis	
		C*	94.
12 Other deductions			
		17 Other information	
		A	84.
		T*	STMT

*See attached statement for additional information.

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12-28-06 JWA For Privacy Act and Paperwork Reduction Act Notice, see Instructions for Form 1120S.

LIC HOLDINGS INC 20-5290314

SCHEDULE K-1 NONDEDUCTIBLE EXPENSES, BOX 16, CODE C

DESCRIPTION	AMOUNT	SHAREHOLDER FILING INSTRUCTIONS
EXCLUDED MEALS AND ENTERTAINMENT EXPENSES	94.	SEE FORM 1040 INSTRUCTIONS

SCHEDULE K-1 OTHER INFORMATION, BOX 17, CODE T

DESCRIPTION	AMOUNT	SHAREHOLDER FILING INSTRUCTIONS
TENTATIVE SECTION 179 EXPENSE DEDUCTION	767.	SEE THE IRS INSTRUCTIONS

This list identifies the codes used on Schedule K-1 for all shareholders and provides summarized reporting information for shareholders who file Form 1040. For detailed reporting and filing information, see the separate Shareholder's Instructions for Schedule K-1 and the instructions for your income tax return.

		Report on
1.	Ordinary business income (loss). You must first determine whether the income (loss) is passive or nonpassive. Then enter on your return as follows:	
	Passive loss	See the Shareholder's Instructions
	Passive income	Schedule E, line 28, column (g)
	Nonpassive loss	Schedule E, line 28, column (h)
	Nonpassive income	Schedule E, line 28, column (j)
2.	Net rental real estate income (loss)	See the Shareholder's Instructions
3.	Other net rental income (loss)	
	Net income	Schedule E, line 28, column (g)
	Net loss	See the Shareholder's Instructions
4.	Interest income	Form 1040, line 8a
5a.	Ordinary dividends	Form 1040, line 9a
5b.	Qualified dividends	Form 1040, line 9b
6.	Royalties	Schedule E, line 4
7.	Net short-term capital gain (loss)	Schedule D, line 5, column (f)
8a.	Net long-term capital gain (loss)	Schedule D, line 12, column (f)
8b.	Collectibles (28%) gain (loss)	28% Rate Gain Worksheet, line 4 (Schedule D Instructions)
8c.	Unrecaptured section 1250 gain	See the Shareholder's Instructions
9.	Net section 1231 gain (loss)	See the Shareholder's Instructions
10.	Other income (loss)	
	Code	
	A Other portfolio income (loss)	See the Shareholder's Instructions
	B Involuntary conversions	See the Shareholder's Instructions
	C Sec. 1256 contracts & straddles	Form 6781, line 1
	D Mining exploration costs recapture	See Pub. 535
	E Other income (loss)	See the Shareholder's Instructions
11.	Section 179 deduction	See the Shareholder's Instructions
12.	Other deductions	
	A Cash contributions (50%)	See the Shareholder's Instructions
	B Cash contributions (30%)	
	C Noncash contributions (50%)	
	D Noncash contributions (30%)	
	E Capital gain property to a 50% organization (30%)	
	F Capital gain property (20%)	
	G Investment interest expense	Form 4952, line 1
	H Deductions - royalty income	Schedule E, line 18
	I Section 59(e)(2) expenditures	See the Shareholder's Instructions
	J Deductions - portfolio (2% floor)	Schedule A, line 22
	K Deductions - portfolio (other)	Schedule A, line 27
	L Preproductive period expenses	See the Shareholder's Instructions
	M Commercial revitalization deduction from rental real estate activities	See Form 8582 Instructions
	N Reforestation expense deduction	See the Shareholder's Instructions
	O Domestic production activities information	See Form 8903 instructions
	P Qualified production activities income	Form 8903, line 7
	Q Employer's W-2 wages	Form 8903, line 13
	R Other deductions	See the Shareholder's Instructions
13.	Credits	
	A Low-income housing credit (section 42(j)(5))	See the Shareholder's Instructions
	B Low-income housing credit (other)	
	C Qualified rehabilitation expenditures (rental real estate)	
	D Other rental real estate credits	
	E Other rental credits	
	F Undistributed capital gains credit	Form 1040, line 70; check box a
	G Credit for alcohol used as fuel	See the Shareholder's Instructions
	H Work opportunity credit	
	I Welfare-to-work credit	
	J Disabled access credit	
	K Empowerment zone and renewal community employment credit	Form 8844, line 3

		Report on
	Code	
	L Credit for increasing research activities	See the Shareholder's Instructions
	M New markets credit	
	N Credit for employer social security and Medicare taxes	
	O Backup withholding	Form 1040, line 64
	P Other credits	See the Shareholder's Instructions
14.	Foreign transactions	
	A Name of country or U.S. possession	Form 1116, Part I
	B Gross income from all sources	
	C Gross income sourced at shareholder level	
	Foreign gross income sourced at corporate level	
	D Passive	Form 1116, Part I
	E Listed categories	
	F General limitation	
	Deductions allocated and apportioned to shareholder level	
	G Interest expense	Form 1116, Part I
	H Other	Form 1116, Part I
	Deductions allocated and apportioned at corporate level to foreign source income	
	I Passive	Form 1116, Part I
	J Listed categories	
	K General limitation	
	Other information	
	L Total foreign taxes paid	Form 1116, Part II
	M Total foreign taxes accrued	Form 1116, Part II
	N Reduction in taxes available for credit	Form 1116, line 12
	O Foreign trading gross receipts	Form 8873
	P Extraterritorial income exclusion	Form 8873
	Q Other foreign transactions	See the Shareholder's Instructions
15.	Alternative minimum tax (AMT) items	
	A Post-1986 depreciation adjustment	See the Shareholder's Instructions and the Instructions for Form 6251
	B Adjusted gain or loss	
	C Depletion (other than oil & gas)	
	D Oil, gas, & geothermal - gross income	
	E Oil, gas, & geothermal - deductions	
	F Other AMT items	
16.	Items affecting shareholder basis	
	A Tax-exempt interest income	Form 1040, line 8b
	B Other tax-exempt income	See the Shareholder's Instructions
	C Nondeductible expenses	
	D Property distributions	
	E Repayment of loans from shareholders	
17.	Other information	
	A Investment income	Form 4952, line 4a
	B Investment expenses	Form 4952, line 5
	C Qualified rehabilitation expenditures (other than rental real estate)	See the Shareholder's Instructions
	D Basis of energy property	See the Shareholder's Instructions
	E Recapture of low-income housing credit (section 42(j)(5))	Form 8611, line 8
	F Recapture of low-income housing credit (other)	Form 8611, line 8
	G Recapture of investment credit	See Form 4255
	H Recapture of other credits	See the Shareholder's Instructions
	I Look-back interest - completed long-term contracts	See Form 8697
	J Look-back interest - income forecast method	See Form 8866
	K Dispositions of property with section 179 deductions	See the Shareholder's Instructions
	L Recapture of section 179 deduction	
	M Section 453(l)(3) information	
	N Section 453A(c) information	
	O Section 1260(b) information	
	P Interest allocable to production expenditures	
	Q CCF nonqualified withdrawals	
	R Information needed to figure depletion - oil and gas	
	S Amortization of reforestation costs	
	T Other information	

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Schedule K-1 (Form 1120S)

Department of the Treasury
Internal Revenue Service

2006

For calendar year 2006, or tax year beginning SEPTEMBER 1, 2006
ending DECEMBER 31, 2006

☐ Final K-1 ☐ Amended K-1 OMB No. 1545-0130

Shareholder's Share of Income, Deductions, Credits, etc. ▶ See separate instructions.

Part I Information About the Corporation

A Corporation's employer identification number
20-5290314

B Corporation's name, address, city, state, and ZIP code

LIC HOLDINGS INC
950 PENINSULA CORP. CIRCLE, SUITE 3010
BOCA RATON, FL 33487

C IRS Center where corporation filed return
OGDEN, UT

D ☐ Tax shelter registration number, if any

E ☐ Check if Form 8271 is attached

Part II Information About the Shareholder

F Shareholder's identifying number
20-7294203

G Shareholder's name, address, city, state and ZIP code
MOLLY SIMON IRREV TRUST
C/O GERARD R LEWIN, TRUSTEE
1900 NW CORPORATE BLVD., STE E-300
BOCA RATON, FL 33431

H Shareholder's percentage of stock ownership for tax year 1.200000%

Part III Shareholder's Share of Current Year Income, Deductions, Credits, and Other Items

1 Ordinary business income (loss)	17,757.	13 Credits	
2 Net rental real estate income (loss)			
3 Other net rental income (loss)			
4 Interest income	83.		
5a Ordinary dividends			
5b Qualified dividends		14 Foreign transactions	
6 Royalties			
7 Net short-term capital gain (loss)			
8a Net long-term capital gain (loss)			
8b Collectibles (28%) gain (loss)			
8c Unrecaptured sec 1250 gain			
9 Net section 1231 gain (loss)			
10 Other income (loss)		15 Alternative min tax (AMT) items	
		A	<13.>
11 Section 179 deduction		16 Items affecting shareholder basis	
		C*	94.
12 Other deductions			
		17 Other information	
		A	83.
		T*	STMT

*See attached statement for additional information.

For IRS Use Only

LIC HOLDINGS INC 20-5290314

SCHEDULE K-1 NONDEDUCTIBLE EXPENSES, BOX 16, CODE C

DESCRIPTION	AMOUNT	SHAREHOLDER FILING INSTRUCTIONS
EXCLUDED MEALS AND ENTERTAINMENT EXPENSES	94.	SEE FORM 1040 INSTRUCTIONS

SCHEDULE K-1 OTHER INFORMATION, BOX 17, CODE T

DESCRIPTION	AMOUNT	SHAREHOLDER FILING INSTRUCTIONS
TENTATIVE SECTION 179 EXPENSE DEDUCTION	768.	SEE THE IRS INSTRUCTIONS

This list identifies the codes used on Schedule K-1 for all shareholders and provides summarized reporting information for shareholders who file Form 1040. For detailed reporting and filing information, see the separate Shareholder's Instructions for Schedule K-1 and the instructions for your income tax return.

		Report on
1.	Ordinary business income (loss). You must first determine whether the income (loss) is passive or nonpassive. Then enter on your return as follows:	
	Passive loss	See the Shareholder's Instructions
	Passive income	Schedule E, line 28, column (g)
	Nonpassive loss	Schedule E, line 28, column (h)
	Nonpassive income	Schedule E, line 28, column (j)
2.	Net rental real estate income (loss)	See the Shareholder's Instructions
3.	Other net rental income (loss)	
	Net income	Schedule E, line 28, column (g)
	Net loss	See the Shareholder's Instructions
4.	Interest income	Form 1040, line 8a
5a.	Ordinary dividends	Form 1040, line 9a
5b.	Qualified dividends	Form 1040, line 9b
6.	Royalties	Schedule E, line 4
7.	Net short-term capital gain (loss)	Schedule D, line 5, column (f)
8a.	Net long-term capital gain (loss)	Schedule D, line 12, column (f)
8b.	Collectibles (28%) gain (loss)	28% Rate Gain Worksheet, line 4 (Schedule D Instructions)
8c.	Unrecaptured section 1250 gain	See the Shareholder's Instructions
9.	Net section 1231 gain (loss)	See the Shareholder's Instructions
10.	Other income (loss)	
	Code	
	A Other portfolio income (loss)	See the Shareholder's Instructions
	B Involuntary conversions	See the Shareholder's Instructions
	C Sec. 1256 contracts & straddles	Form 6781, line 1
	D Mining exploration costs recapture	See Pub. 535
	E Other income (loss)	See the Shareholder's Instructions
11.	Section 179 deduction	See the Shareholder's Instructions
12.	Other deductions	
	A Cash contributions (50%)	See the Shareholder's Instructions
	B Cash contributions (30%)	
	C Noncash contributions (50%)	
	D Noncash contributions (30%)	
	E Capital gain property to a 50% organization (30%)	
	F Capital gain property (20%)	
	G Investment interest expense	Form 4952, line 1
	H Deductions - royalty income	Schedule E, line 18
	I Section 59(e)(2) expenditures	See the Shareholder's Instructions
	J Deductions - portfolio (2% floor)	Schedule A, line 22
	K Deductions - portfolio (other)	Schedule A, line 27
	L Preproductive period expenses	See the Shareholder's Instructions
	M Commercial revitalization deduction from rental real estate activities	See Form 8582 Instructions
	N Reforestation expense deduction	See the Shareholder's Instructions
	O Domestic production activities information	See Form 8903 instructions
	P Qualified production activities income	Form 8903, line 7
	Q Employer's W-2 wages	Form 8903, line 13
	R Other deductions	See the Shareholder's Instructions
13.	Credits	
	A Low-income housing credit (section 42(j)(5))	See the Shareholder's Instructions
	B Low-income housing credit (other)	
	C Qualified rehabilitation expenditures (rental real estate)	
	D Other rental real estate credits	
	E Other rental credits	
	F Undistributed capital gains credit	Form 1040, line 70; check box a
	G Credit for alcohol used as fuel	See the Shareholder's Instructions
	H Work opportunity credit	
	I Welfare-to-work credit	
	J Disabled access credit	
	K Empowerment zone and renewal community employment credit	Form 8844, line 3

		Report on
	Code	
	L Credit for increasing research activities	See the Shareholder's Instructions
	M New markets credit	
	N Credit for employer social security and Medicare taxes	
	O Backup withholding	Form 1040, line 64
	P Other credits	See the Shareholder's Instructions
14.	Foreign transactions	
	A Name of country or U.S. possession	Form 1116, Part I
	B Gross income from all sources	
	C Gross income sourced at shareholder level	
	Foreign gross income sourced at corporate level	
	D Passive	Form 1116, Part I
	E Listed categories	
	F General limitation	
	Deductions allocated and apportioned to shareholder level	
	G Interest expense	Form 1116, Part I
	H Other	Form 1116, Part I
	Deductions allocated and apportioned at corporate level to foreign source income	
	I Passive	Form 1116, Part I
	J Listed categories	
	K General limitation	
	Other information	
	L Total foreign taxes paid	Form 1116, Part II
	M Total foreign taxes accrued	Form 1116, Part II
	N Reduction in taxes available for credit	Form 1116, line 12
	O Foreign trading gross receipts	Form 8873
	P Extraterritorial income exclusion	Form 8873
	Q Other foreign transactions	See the Shareholder's Instructions
15.	Alternative minimum tax (AMT) items	
	A Post-1986 depreciation adjustment	See the Shareholder's Instructions and the Instructions for Form 6251
	B Adjusted gain or loss	
	C Depletion (other than oil & gas)	
	D Oil, gas, & geothermal - gross income	
	E Oil, gas, & geothermal - deductions	
	F Other AMT items	
16.	Items affecting shareholder basis	
	A Tax-exempt interest income	Form 1040, line 8b
	B Other tax-exempt income	See the Shareholder's Instructions
	C Nondeductible expenses	
	D Property distributions	
	E Repayment of loans from shareholders	
17.	Other information	
	A Investment income	Form 4952, line 4a
	B Investment expenses	Form 4952, line 5
	C Qualified rehabilitation expenditures (other than rental real estate)	See the Shareholder's Instructions
	D Basis of energy property	See the Shareholder's Instructions
	E Recapture of low-income housing credit (section 42(j)(5))	Form 8611, line 8
	F Recapture of low-income housing credit (other)	Form 8611, line 8
	G Recapture of investment credit	See Form 4255
	H Recapture of other credits	See the Shareholder's Instructions
	I Look-back interest - completed long-term contracts	See Form 8697
	J Look-back interest - income forecast method	See Form 8866
	K Dispositions of property with section 179 deductions	See the Shareholder's Instructions
	L Recapture of section 179 deduction	
	M Section 453(l)(3) information	
	N Section 453A(c) information	
	O Section 1260(b) information	
	P Interest allocable to production expenditures	
	Q CCF nonqualified withdrawals	
	R Information needed to figure depletion - oil and gas	
	S Amortization of reforestation costs	
	T Other information	

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Schedule K-1 (Form 1120S)

Department of the Treasury
Internal Revenue Service

2006

For calendar year 2006, or tax year beginning SEPTEMBER 1, 2006
ending DECEMBER 31, 2006

☐ Final K-1 ☐ Amended K-1 OMB No. 1545-0130

Shareholder's Share of Income, Deductions, Credits, etc. ▶ See separate instructions.

Part I Information About the Corporation

A Corporation's employer identification number
20-5290314

B Corporation's name, address, city, state, and ZIP code

LIC HOLDINGS INC
950 PENINSULA CORP. CIRCLE, SUITE 3010
BOCA RATON, FL 33487

C IRS Center where corporation filed return
OGDEN, UT

D ☐ Tax shelter registration number, if any

E ☐ Check if Form 8271 is attached

Part II Information About the Shareholder

F Shareholder's identifying number
212-54-9407

G Shareholder's name, address, city, state and ZIP code

WILLIAM STANSBURY
6920 CAVIRO LANE
BOYNTON BEACH, FL 33437

H Shareholder's percentage of stock ownership for tax year 10.000000%

Part III Shareholder's Share of Current Year Income, Deductions, Credits, and Other Items

1 Ordinary business income (loss)	147,980.	13 Credits	
2 Net rental real estate income (loss)			
3 Other net rental income (loss)			
4 Interest income	697.		
5a Ordinary dividends			
5b Qualified dividends		14 Foreign transactions	
6 Royalties			
7 Net short-term capital gain (loss)			
8a Net long-term capital gain (loss)			
8b Collectibles (28%) gain (loss)			
8c Unrecaptured sec 1250 gain			
9 Net section 1231 gain (loss)			
10 Other income (loss)		15 Alternative min tax (AMT) items	
		A	<106.>
11 Section 179 deduction	6,394.	16 Items affecting shareholder basis	
		C*	780.
12 Other deductions			
		17 Other information	
		A	697.

*See attached statement for additional information.

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12-28-06 JWA For Privacy Act and Paperwork Reduction Act Notice, see Instructions for Form 1120S.

LIC HOLDINGS INC 20-5290314

SCHEDULE K-1 NONDEDUCTIBLE EXPENSES, BOX 16, CODE C

DESCRIPTION	AMOUNT	SHAREHOLDER FILING INSTRUCTIONS
EXCLUDED MEALS AND ENTERTAINMENT EXPENSES	780.	SEE FORM 1040 INSTRUCTIONS

This list identifies the codes used on Schedule K-1 for all shareholders and provides summarized reporting information for shareholders who file Form 1040. For detailed reporting and filing information, see the separate Shareholder's Instructions for Schedule K-1 and the instructions for your income tax return.

		Report on
1.	Ordinary business income (loss). You must first determine whether the income (loss) is passive or nonpassive. Then enter on your return as follows:	
	Passive loss	See the Shareholder's Instructions
	Passive income	Schedule E, line 28, column (g)
	Nonpassive loss	Schedule E, line 28, column (h)
	Nonpassive income	Schedule E, line 28, column (j)
2.	Net rental real estate income (loss)	See the Shareholder's Instructions
3.	Other net rental income (loss)	
	Net income	Schedule E, line 28, column (g)
	Net loss	See the Shareholder's Instructions
4.	Interest income	Form 1040, line 8a
5a.	Ordinary dividends	Form 1040, line 9a
5b.	Qualified dividends	Form 1040, line 9b
6.	Royalties	Schedule E, line 4
7.	Net short-term capital gain (loss)	Schedule D, line 5, column (f)
8a.	Net long-term capital gain (loss)	Schedule D, line 12, column (f)
8b.	Collectibles (28%) gain (loss)	28% Rate Gain Worksheet, line 4 (Schedule D Instructions)
8c.	Unrecaptured section 1250 gain	See the Shareholder's Instructions
9.	Net section 1231 gain (loss)	See the Shareholder's Instructions
10.	Other income (loss)	
	Code	
	A Other portfolio income (loss)	See the Shareholder's Instructions
	B Involuntary conversions	See the Shareholder's Instructions
	C Sec. 1256 contracts & straddles	Form 6781, line 1
	D Mining exploration costs recapture	See Pub. 535
	E Other income (loss)	See the Shareholder's Instructions
11.	Section 179 deduction	See the Shareholder's Instructions
12.	Other deductions	
	A Cash contributions (50%)	See the Shareholder's Instructions
	B Cash contributions (30%)	
	C Noncash contributions (50%)	
	D Noncash contributions (30%)	
	E Capital gain property to a 50% organization (30%)	
	F Capital gain property (20%)	
	G Investment interest expense	Form 4952, line 1
	H Deductions - royalty income	Schedule E, line 18
	I Section 59(e)(2) expenditures	See the Shareholder's Instructions
	J Deductions - portfolio (2% floor)	Schedule A, line 22
	K Deductions - portfolio (other)	Schedule A, line 27
	L Preproductive period expenses	See the Shareholder's Instructions
	M Commercial revitalization deduction from rental real estate activities	See Form 8582 Instructions
	N Reforestation expense deduction	See the Shareholder's Instructions
	O Domestic production activities information	See Form 8903 instructions
	P Qualified production activities income	Form 8903, line 7
	Q Employer's W-2 wages	Form 8903, line 13
	R Other deductions	See the Shareholder's Instructions
13.	Credits	
	A Low-income housing credit (section 42(j)(5))	See the Shareholder's Instructions
	B Low-income housing credit (other)	
	C Qualified rehabilitation expenditures (rental real estate)	
	D Other rental real estate credits	
	E Other rental credits	
	F Undistributed capital gains credit	Form 1040, line 70; check box a
	G Credit for alcohol used as fuel	See the Shareholder's Instructions
	H Work opportunity credit	
	I Welfare-to-work credit	
	J Disabled access credit	
	K Empowerment zone and renewal community employment credit	Form 8844, line 3
	L Credit for increasing research activities	See the Shareholder's Instructions
	M New markets credit	
	N Credit for employer social security and Medicare taxes	
	O Backup withholding	Form 1040, line 64
	P Other credits	See the Shareholder's Instructions
14.	Foreign transactions	
	A Name of country or U.S. possession	Form 1116, Part I
	B Gross income from all sources	
	C Gross income sourced at shareholder level	
	Foreign gross income sourced at corporate level	
	D Passive	Form 1116, Part I
	E Listed categories	
	F General limitation	
	Deductions allocated and apportioned to shareholder level	
	G Interest expense	Form 1116, Part I
	H Other	Form 1116, Part I
	Deductions allocated and apportioned at corporate level to foreign source income	
	I Passive	Form 1116, Part I
	J Listed categories	
	K General limitation	
	Other information	
	L Total foreign taxes paid	Form 1116, Part II
	M Total foreign taxes accrued	Form 1116, Part II
	N Reduction in taxes available for credit	Form 1116, line 12
	O Foreign trading gross receipts	Form 8873
	P Extraterritorial income exclusion	Form 8873
	Q Other foreign transactions	See the Shareholder's Instructions
15.	Alternative minimum tax (AMT) items	
	A Post-1986 depreciation adjustment	See the Shareholder's Instructions and the Instructions for Form 6251
	B Adjusted gain or loss	
	C Depletion (other than oil & gas)	
	D Oil, gas, & geothermal - gross income	
	E Oil, gas, & geothermal - deductions	
	F Other AMT items	
16.	Items affecting shareholder basis	
	A Tax-exempt interest income	Form 1040, line 8b
	B Other tax-exempt income	See the Shareholder's Instructions
	C Nondeductible expenses	
	D Property distributions	
	E Repayment of loans from shareholders	
17.	Other information	
	A Investment income	Form 4952, line 4a
	B Investment expenses	Form 4952, line 5
	C Qualified rehabilitation expenditures (other than rental real estate)	See the Shareholder's Instructions
	D Basis of energy property	See the Shareholder's Instructions
	E Recapture of low-income housing credit (section 42(j)(5))	Form 8611, line 8
	F Recapture of low-income housing credit (other)	Form 8611, line 8
	G Recapture of investment credit	See Form 4255
	H Recapture of other credits	See the Shareholder's Instructions
	I Look-back interest - completed long-term contracts	See Form 8697
	J Look-back interest - income forecast method	See Form 8866
	K Dispositions of property with section 179 deductions	See the Shareholder's Instructions
	L Recapture of section 179 deduction	
	M Section 453(l)(3) information	
	N Section 453A(c) information	
	O Section 1260(b) information	
	P Interest allocable to production expenditures	
	Q CCF nonqualified withdrawals	
	R Information needed to figure depletion - oil and gas	
	S Amortization of reforestation costs	
	T Other information	

GOLDSTEIN LEWIN & CO.
1900 N.W. CORPORATE BLVD. STE E-300
BOCA RATON, FL 33431-8502

SIMON & SHIRLEY BERNSTEIN
7020 LIONS HEAD LANE
BOCA RATON, FL 33496

626340
05-01-06

Caution: Forms printed from within Adobe Acrobat products may not meet IRS or state taxing agency specifications. When using Acrobat 5.x products, uncheck the "Shrink oversized pages to paper size" and uncheck the "Expand small pages to paper size" options, in the Adobe "Print" dialog. When using Acrobat 6.x and later products versions, select "None" in the "Page Scaling" selection box in the Adobe "Print" dialog.

CLIENT'S COPY

Federal Tax Comparison for Married Filing Joint and Separate

	Taxpayer	Spouse	Married Filing Separate	Married Filing Joint
Total Income	1,309,618.	89,310.	1,398,928.	1,394,357.
Less: Adjustments				
Adjusted Gross Income	1,309,618.	89,310.	1,398,928.	1,394,357.
Standard/Itemized Deductions	116,311.	104,784.	221,095.	220,250.
Exemptions	1,100.	3,300.	4,400.	2,200.
Taxable Income	1,192,207.		1,192,207.	1,171,907.
Total Tax (regular & AMT)	386,511.	0.	386,511.	353,833.
Less: Credits				1,006.
Add: Other Taxes				
Less: Earned Income Credit				
Less: Additional child tax credit				
Less: Payments	52,021.	30.	52,051.	52,031.
Tax Underpayment/(Overpayment)	334,490.	<30.>	334,460.	300,796.

MARRIED FILING JOINT PRODUCED AN ESTIMATED SAVINGS OF 33,664.

612601
05-01-06

Tax Return Carryovers to 2007

NAME: SIMON & SHIRLEY BERNSTEIN ID Number: 371-32-5211

Disallowing Form	Description	Originating Form	Entity/ Activity	St/ City	Amount
1116	PASSIVE INC EXCESS LIMIT FROM 2005	1116			<2,136.>
1116	PASSIVE INC EXCESS LIMIT FROM 2006	1116			<3,338.>
1116AMT	PASSIVE INC EXCESS LIMIT FROM 2005	1116 AMT			<7,590.>
1116AMT	PASSIVE INC EXCESS LIMIT FROM 2006	1116 AMT			<2,743.>
4952	INVESTMENT INTEREST EXPENSE	SCH A			42,683.
4952AMT	INVESTMENT INTEREST EXPENSE	SCH A			42,203.
8582	PASSIVE ACTIVITY LOSS - EVERGREEN PRIVATE INVESTMENT FUNDS	SCH E P2	5		6,374.
8582AMT	PASSIVE ACTIVITY LOSS - EVERGREEN PRIVATE INVESTMENT FUNDS	SCH E P2	5		6,332.

612541 05-01-06

Goldstein Lewin & Co.
CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS

CLIENT: 4001350.0
OCTOBER 12, 2007

SIMON & SHIRLEY BERNSTEIN
7020 LIONS HEAD LANE
BOCA RATON, FL 33496

PROFESSIONAL SERVICES RENDERED IN THE PREPARATION OF YOUR 2006 INDIVIDUAL INCOME TAX RETURNS, INCLUDING:

FORM 1040, U.S. INDIVIDUAL INCOME TAX RETURN	$ 26.50
SCHEDULE A, ITEMIZED DEDUCTIONS	1.60
SCHEDULE B, INTEREST AND ORDINARY DIVIDENDS	1.60
SCHEDULE D, CAPITAL GAINS AND LOSSES	2.10
SCHEDULE E, SUPPLEMENTAL INCOME AND LOSS PAGE 1	4.15
SCHEDULE E, SUPPLEMENTAL INCOME AND LOSS PAGE 2	4.15
FORM 1040-ES, ESTIMATED TAX FOR INDIVIDUALS	1.60
FORM 1040-V, PAYMENT VOUCHER	1.60
FORM 1116, FOREIGN TAX CREDIT	4.15
FORM 1116, FOREIGN TAX CREDIT (AMT)	4.15
FORM 2210, UNDERPAYMENT OF ESTIMATED TAX BY INDIVIDUALS	4.15
FORM 4797, SALES OF BUSINESS PROPERTY	2.10
FORM 4868, APPLICATION FOR AUTOMATIC EXTENSION OF TIME	1.60
FORM 4952, INVESTMENT INTEREST EXPENSE DEDUCTION	4.15
FORM 4952, INVESTMENT INTEREST EXPENSE DEDUCTION (AMT)	4.15
FORM 6251, ALTERNATIVE MINIMUM TAX	4.15
FORM 6781, GAINS/LOSSES SEC 1256 CONTRACTS & STRADDLES	4.15
FORM 8283, NONCASH CHARITABLE CONTRIBUTIONS PAGE 1	1.60
FORM 8582, PASSIVE ACTIVITY LOSS LIMITATIONS	4.15
FORM 8582, PASSIVE ACTIVITY LOSS LIMITATIONS (AMT)	4.15
FORM 8621, RETURN BY A SHAREHOLDER OF A PFIC OR QEF	1.60
MORTGAGE INTEREST WORKSHEET	1.30
TAX COMPARISON - MARRIED FILING JOINT AND SEPARATE	29.25
TWO-YEAR COMPARISON WORKSHEET	2.10
TOTAL FEE	$ 120.20

1900 NW Corporate Blvd. E-300
Boca Raton, Florida 33431
Tel. (561) 994-5050
Fax (561) 241-0071

Broward (954) 429-8555
Dade (305) 944-3582
Palm Beach (561) 737-0309
www.glcpa.com

Ft. Lauderdale Office
1 East Broward Blvd., Suite 700
Ft. Lauderdale, Florida 33301
(reply to Boca address)

Two-Year Comparison Worksheet

2006

Name(s) as shown on return: SIMON & SHIRLEY BERNSTEIN

Social security number: 371-32-5211

2005 Filing Status: MARRIED FILING JOINT

2006 Filing Status: MARRIED FILING JOINT

2005 Tax Bracket: 35.0%

2006 Tax Bracket: 35.0%

Description	Tax Year 2005	Tax Year 2006	Increase (Decrease)
WAGES, SALARIES, AND TIPS	420,000.	200,000.	<220,000.>
SCHEDULE B - TAXABLE INTEREST	17,062.	19,508.	2,446.
SCHEDULE B - ORDINARY DIVIDENDS	28,684.	24,721.	<3,963.>
SCHEDULE B - QUALIFIED DIVIDENDS	14,558.	14,628.	70.
SCHEDULE D (CAPITAL GAIN/LOSS)	190,189.	164,729.	<25,460.>
FORM 4797 (OTHER GAINS OR LOSSES)	7.	0.	<7.>
SCHEDULE E (RENTAL AND PASSTHROUGH)	192,040.	954,642.	762,602.
TAXABLE SOCIAL SECURITY BENEFITS	28,625.	30,757.	2,132.
TOTAL INCOME	876,607.	1,394,357.	517,750.
ADJUSTED GROSS INCOME	876,607.	1,394,357.	517,750.
TAXES	51,507.	32,646.	<18,861.>
INTEREST (DEDUCTIBLE)	133,714.	146,268.	12,554.
CONTRIBUTIONS	48,588.	66,165.	17,577.
CASUALTY AND THEFT LOSSES	270,000.	0.	<270,000.>
OTHER MISCELLANEOUS DEDUCTIONS	0.	48.	48.
TOTAL ITEMIZED DEDUCTIONS	481,889.	220,250.	<261,639.>
INCOME BEFORE EXEMPTIONS	394,718.	1,174,107.	779,389.
PERSONAL EXEMPTIONS	0.	2,200.	2,200.
TAXABLE INCOME	394,718.	1,171,907.	777,189.
TAX	77,414.	353,833.	276,419.
TAX BEFORE CREDITS	77,414.	353,833.	276,419.
FORM 1116 (FOREIGN TAX CREDIT)	105.	1,006.	901.
FORM 8907 (NSF CREDIT)	66.	0.	<66.>
TAX AFTER NON-REFUNDABLE CREDITS	77,243.	352,827.	275,584.
TOTAL TAX	77,243.	352,827.	275,584.
FEDERAL INCOME TAX WITHHELD	0.	51,991.	51,991.
FORM 4868 (EXTENSION REQUEST)	30,000.	0.	<30,000.>
FEDERAL TELEPHONE EXCISE TAX PAID	0.	40.	40.
TOTAL PAYMENTS	30,000.	52,031.	22,031.
FORM 2210/2210F (EST. TAX PENALTY)	0.	1,734.	1,734.
BALANCE DUE (INCLUDING 2210/2210F)	47,243.	302,530.	255,287.
LATE PAYMENT/LATE FILING PEN. & INT.	3,496.	21,333.	17,837.
TOTAL DUE AFTER PENALTY & INTEREST	50,739.	323,863.	273,124.

626301/05-01-06

Goldstein
Lewin & Co.
CERTIFIED PUBLIC ACCOUNTANTS
AND CONSULTANTS

OCTOBER 15, 2007

SIMON & SHIRLEY BERNSTEIN
7020 LIONS HEAD LANE
BOCA RATON, FL 33496

DEAR MR. AND MRS. BERNSTEIN:

ENCLOSED ARE THE ORIGINAL AND ONE COPY OF YOUR 2006 INCOME TAX RETURN AND 2007 ESTIMATED TAX VOUCHERS, AS FOLLOWS...

2006 U.S. INDIVIDUAL INCOME TAX RETURN

2007 FEDERAL ESTIMATED TAX VOUCHERS

WE PREPARED THE RETURN FROM INFORMATION YOU FURNISHED US WITHOUT VERIFICATION. UPON EXAMINATION OF THE RETURN BY TAXING AUTHORITIES, REQUESTS MAY BE MADE FOR UNDERLYING DATA. WE THEREFORE RECOMMEND THAT YOU PRESERVE ALL RECORDS WHICH YOU MAY BE CALLED UPON TO PRODUCE IN CONNECTION WITH SUCH POSSIBLE EXAMINATIONS.

PLEASE REVIEW THE RETURN FOR COMPLETENESS AND ACCURACY.

WE HAVE ENCLOSED A MAILING ENVELOPE FOR YOUR CONVENIENCE IN FILING YOUR RETURN.

WE RECOMMEND THAT YOU USE CERTIFIED MAIL WITH POSTMARKED RECEIPTS FOR PROOF OF TIMELY FILING.

WE SINCERELY APPRECIATE THE OPPORTUNITY TO SERVE YOU. PLEASE CONTACT US IF YOU HAVE ANY QUESTIONS CONCERNING THE TAX RETURNS.

PLEASE REVIEW YOUR WITHHOLDING TO DETERMINE YOUR TOTAL ESTIMATED TAX REQUIREMENTS FOR 2006.

EACH ORIGINAL RETURN SHOULD BE SIGNED, DATED AND FILED IN ACCORDANCE WITH THE FILING INSTRUCTIONS. THE COPY SHOULD BE RETAINED FOR YOUR FILES.

SINCERELY,

GOLDSTEIN LEWIN & CO.
1900 NW Corporate Blvd. E-300
Boca Raton, Florida 33431
Tel. (561) 994-5050
Fax (561) 241-0071

Broward (954) 429-8555
Dade (305) 944-3582
Palm Beach (561) 737-0309
www.glcpa.com

Ft. Lauderdale Office
1 East Broward Blvd., Suite 700
Ft. Lauderdale, Florida 33301
(reply to Boca address)

2006 TAX RETURN FILING INSTRUCTIONS

U.S. INDIVIDUAL INCOME TAX RETURN

FOR THE YEAR ENDING

DECEMBER 31, 2006

Prepared for	SIMON & SHIRLEY BERNSTEIN 7020 LIONS HEAD LANE BOCA RATON, FL 33496
Prepared by	GOLDSTEIN LEWIN & CO. 1900 N.W. CORPORATE BLVD. STE E-300 BOCA RATON, FL 33431-8502
Amount of tax	Total tax $ 352,827 Less: payments and credits $ 52,031 Plus: interest and penalties $ 23,067 BALANCE DUE $ 323,863
Overpayment	Miscellaneous Donations $ 0 Credited to your estimated tax $ 0 Refunded to you $ 0
Make check payable to	UNITED STATES TREASURY
Mail tax return and check (if applicable) to	INTERNAL REVENUE SERVICE CENTER P.O. BOX 105017 ATLANTA, GA 30348-5017
Return must be mailed on or before	OCTOBER 15, 2007
Special Instructions	THE RETURN SHOULD BE SIGNED AND DATED. ALSO ENCLOSE FORM 1040-V AND A CHECK FOR $323,863. DO NOT ATTACH FORM 1040-V OR YOUR PAYMENT TO YOUR RETURN OR TO EACH OTHER. PLEASE LEAVE FORM 1040-V AND YOUR PAYMENT LOOSE IN THE ENVELOPE. AS AN ALTERNATIVE MEANS FOR DELIVERY, YOUR RETURNS MAY BE MAILED USING A PRIVATE DELIVERY SERVICE (E.G. FEDEX, UPS, DHL, ETC.). IF YOU CHOOSE TO USE A PRIVATE DELIVERY SERVICE FOR YOUR RETURNS YOU SHOULD MAIL TO THE ADDRESS LISTED BELOW. MAIL TO - INTERNAL REVENUE SERVICE CENTER 4800 BUFORD HWY. CHAMBLEE, GA 30341

600081
05-01-06

Special Instructions	
	INCLUDE YOUR SOCIAL SECURITY NUMBER, DAYTIME PHONE NUMBER AND THE WORDS "2006 FORM 1040" ON YOUR CHECK.

626351 05-01-06

2007 ESTIMATED TAX FILING INSTRUCTIONS

U.S. ESTIMATED INDIVIDUAL INCOME TAX

FOR THE YEAR ENDING

DECEMBER 31, 2007

Prepared for	SIMON & SHIRLEY BERNSTEIN 7020 LIONS HEAD LANE BOCA RATON, FL 33496
Prepared by	GOLDSTEIN LEWIN & CO. 1900 N.W. CORPORATE BLVD. STE E-300 BOCA RATON, FL 33431-8502
Amount of tax	Total Estimated Tax $ 336,120 Less credit from prior year $ 0 Less amount already paid on 2007 estimate $ 270,000 Balance due $ 66,120
Make check payable to	UNITED STATES TREASURY
Mail voucher and check (if applicable) to	INTERNAL REVENUE SERVICE CENTER P.O. BOX 105225 ATLANTA, GA 30348-5225
Special Instructions	INCLUDE YOUR SOCIAL SECURITY NUMBER AND THE WORDS "2007 FORM 1040-ES" ON YOUR CHECK. VOUCHERS NEED NOT BE SIGNED.

Payable in full or in installments as follows:

Installment	Amount	Due Date
No. 1	$ 0	NO PAYMENT REQUIRED
No. 2	$ 0	NO PAYMENT REQUIRED
No. 3	$ 0	NO PAYMENT REQUIRED
No. 4	$ 66,120	JANUARY 15, 2008

600021
05-01-06

2006 Form 1040-V

Department of the Treasury
Internal Revenue Service

Paperwork Reduction Act Notice.

We ask for the information on Form 1040-V to help us carry out the Internal Revenue laws of the United States. If you use Form 1040-V, you must provide the requested information. Your cooperation will help us ensure that we are collecting the right amount of tax.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by Internal Revenue Code section 6103.

The average time and expenses required to complete and file this form will vary depending on individual circumstances. For the estimated averages, see the instructions for your income tax return. If you have suggestions for making this form simpler, we would be happy to hear from you. See the instructions for your income tax return.

610681 10-20-06

LHA

For Privacy Act and Paperwork Reduction Act Notice, see separate instructions. ▼ **DETACH HERE** ▼ Form **1040-V** (2006)

Department of the Treasury
Internal Revenue Service

OMB No. 1545-0074
2006

Form 1040-V Payment Voucher

- ▶ Use this voucher when making a payment with Form 1040
- ▶ Do not staple this voucher or your payment to Form 1040
- ▶ Make your check or money order payable to the "United States Treasury."
- ▶ Write your social security number (SSN) on your check or money order.

Enter the amount of your payment ▶	Dollars	Cents
	323,863	

1019

SIMON & SHIRLEY BERNSTEIN
7020 LIONS HEAD LANE
BOCA RATON, FL 33496

P.O. BOX 105017
ATLANTA, GA 30348-5017

371325211 AT BERN 30 0 200612 610

▼ DETACH HERE ▼

Form **4868**
Department of the Treasury
Internal Revenue Service

Application for Automatic Extension of Time To File U.S. Individual Income Tax Return

For calendar year 2006, or other tax year beginning , 2006, ending

OMB No. 1545-0074

2006

Part I Identification

1 Your name(s)
SIMON BERNSTEIN & SHIRLEY BERNSTEIN

Address
7020 LIONS HEAD LANE

City, town or post office, state, and ZIP code
BOCA RATON, FL 33496

2 Your social security number
371-32-5211

3 Spouse's social security number
347-30-9749

Part II Individual Income Tax

4	Estimate of total tax liability for 2006 ... $	52,021.
5	Total 2006 payments	52,021.
6	**Balance due.** Subtract line 5 from line 4	0.
7	Amount you are paying ..... ▶	0.
8	Check here if you are "out of the country" and a U.S. citizen or resident ..... ▶ ☐	
9	Check here if you file Form 1040NR or 1040NR-EZ and did not receive wages as an employee subject to U.S. income tax withholding ▶ ☐	

LHA **For Privacy Act and Paperwork Reduction Act Notice, see instructions.** Form **4868** (2006)

618711
10-30-06

2007 Estimated Tax Worksheet

Keep for Your Records

1	Adjusted gross income you expect in 2007 (see instructions)	1	
2	• If you plan to itemize deductions, enter the estimated total of your itemized deductions. **Caution:** *If line 1 above is over $156,400 ($78,200 if married filing separately), your deduction may be reduced. See Pub. 505 for details.* • If you do not plan to itemize deductions, enter your standard deduction from page 1.	2	
3	Subtract line 2 from line 1	3	
4	Exemptions. Multiply $3,400 by the number of personal exemptions. **Caution:** *See Pub. 505 to figure the amount to enter if line 1 above is over: $234,600 if married filing jointly or qualifying widow(er); $195,500 if head of household; $156,400 if single; or $117,300 if married filing separately*	4	
5	Subtract line 4 from line 3	5	
6	**Tax.** Figure your tax on the amount on line 5 by using the **2007 Tax Rate Schedules** on page 3. **Caution:** *If you have qualified dividends or a net capital gain, or expect to claim the foreign earned income exclusion or housing exclusion, see Pub. 505 to figure the tax*	6	
7	Alternative minimum tax from **Form 6251**	7	
8	Add lines 6 and 7. Also include any tax from **Form 4972 and Form 8814** and any recapture of education credits	8	
9	Credits (see instructions). **Do not** include any income tax withholding on this line	9	
10	Subtract line 9 from line 8. If zero or less, enter -0-	10	
11	Self-employment tax. Estimate of 2007 net earnings from self-employment $_____; if **$97,500 or less,** multiply the amount by 15.3%; if **more than $97,500,** multiply the amount by 2.9%, add $12,090 to the result, and enter the total. **Caution:** *If you also have wages subject to social security tax, see Pub. 505 to figure the amount to enter*	11	
12	Other taxes (see instructions)	12	
13a	Add lines 10 through 12	13a	
b	Earned income credit, additional child tax credit, and credits from **Form 4136** and **Form 8885**	13b	
c	**Total 2007 estimated tax.** Subtract line 13b from line 13a. If zero or less, enter -0- ▶	13c	
14a	Multiply line 13c by 90% (66 2/3% for farmers and fishermen)	14a	
b	Enter the tax shown on your 2006 tax return (110% of that amount if you are not a farmer or fisherman and the adjusted gross income shown on that return is more than $150,000 or, if married filing separately for 2007, more than $75,000)	14b	
c	**Required annual payment to avoid a penalty.** Enter the **smaller** of line 14a or 14b ▶	14c	
	Caution: *Generally, if you do not prepay (through income tax withholding and estimated tax payments) at least the amount on line 14c, you may owe a penalty for not paying enough estimated tax. To avoid a penalty, make sure your estimate on line 13c is as accurate as possible. Even if you pay the required annual payment, you may still owe tax when you file your return. If you prefer, you can pay the amount shown on line 13c. For details, see Pub. 505.*		
15	Income tax withheld and estimated to be withheld during 2007 (including income tax withholding on pensions, annuities, certain deferred income, etc.)	15	
16a	Subtract line 15 from line 14c. ADJUSTED TO:	16a	336,120.
	Is the result zero or less? ☐ **Yes.** Stop here. You are not required to make estimated tax payments. ☐ **No.** Go to line 16b.		
b	Subtract line 15 from line 13c.	16b	
	Is the result less than $1,000? ☐ **Yes.** Stop here. You are not required to make estimated tax payments. ☐ **No.** Go to line 17 to figure your required payment.		
17	If the first payment you are required to make is due April 16, 2007, enter 1/4 of line 16a (minus any 2006 overpayment that you are applying to this installment) here, and on your estimated tax payment voucher(s) if you are paying by check or money order. (**Note:** *Household employers, see instructions.*)	17	

610401
01-02-07

3 AMOUNT ALREADY PAID 270,000.

CUT HERE

Form **1040-ES** Department of the Treasury Internal Revenue Service

2007 Payment Voucher 1

OMB No. 1545-0074

File only if you are making a payment of estimated tax by check or money order. Mail this voucher with your check or money order payable to the **"United States Treasury."** Write your social security number and "2007 Form 1040-ES" on your check or money order. Do not send cash. Enclose, but do not staple or attach, your payment with this voucher.

Calendar year - Due April 16, 2007

Amount of estimated tax you are paying by check or money order. $

Print or type

Your first name and initial	Your last name	Your social security number
If joint payment, complete for spouse		
Spouse's first name and initial	Spouse's last name	Spouse's social security number
Address (number, street, and apt. no.)		
City, state, and ZIP code (If a foreign address, enter city, province or state, postal code, and country.)		

LHA **For Privacy Act and Paperwork Reduction Act Notice, see instructions on page 5.**

CUT HERE

Form **1040-ES** Department of the Treasury Internal Revenue Service

2007 Payment Voucher 2

OMB No. 1545-0074

File only if you are making a payment of estimated tax by check or money order. Mail this voucher with your check or money order payable to the **"United States Treasury."** Write your social security number and "2007 Form 1040-ES" on your check or money order. Do not send cash. Enclose, but do not staple or attach, your payment with this voucher.

Calendar year - Due June 15, 2007

Amount of estimated tax you are paying by check or money order. $

Print or type

Your first name and initial	Your last name	Your social security number
If joint payment, complete for spouse		
Spouse's first name and initial	Spouse's last name	Spouse's social security number
Address (number, street, and apt. no.)		
City, state, and ZIP code (If a foreign address, enter city, province or state, postal code, and country.)		

LHA **For Privacy Act and Paperwork Reduction Act Notice, see instructions on page 5.**

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610411
01-02-07

CUT HERE

Form **1040-ES** Department of the Treasury Internal Revenue Service

2007 Payment Voucher 3

OMB No. 1545-0074

File only if you are making a payment of estimated tax by check or money order. Mail this voucher with your check or money order payable to the **"United States Treasury."** Write your social security number and "2007 Form 1040-ES" on your check or money order. Do not send cash. Enclose, but do not staple or attach, your payment with this voucher.

Calendar year - Due Sept. 17, 2007

Amount of estimated tax you are paying by check or money order. $

Print or type

Your first name and initial	Your last name	Your social security number

If joint payment, complete for spouse

Spouse's first name and initial	Spouse's last name	Spouse's social security number

Address (number, street, and apt. no.)

City, state, and ZIP code (If a foreign address, enter city, province or state, postal code, and country.)

LHA **For Privacy Act and Paperwork Reduction Act Notice, see instructions on page 5.**

CUT HERE

Form **1040-ES** Department of the Treasury Internal Revenue Service

2007 Payment Voucher 4

OMB No. 1545-0074

File only if you are making a payment of estimated tax by check or money order. Mail this voucher with your check or money order payable to the **"United States Treasury."** Write your social security number and "2007 Form 1040-ES" on your check or money order. Do not send cash. Enclose, but do not staple or attach, your payment with this voucher.

Calendar year - Due Jan. 15, 2008

Amount of estimated tax you are paying by check or money order. $ 66,120.

Print or type

Your first name and initial	Your last name	Your social security number
SIMON	BERNSTEIN	371-32-5211

If joint payment, complete for spouse

Spouse's first name and initial	Spouse's last name	Spouse's social security number
SHIRLEY	BERNSTEIN	347-30-9749

Address (number, street, and apt. no.)
7020 LIONS HEAD LANE

City, state, and ZIP code (If a foreign address, enter city, province or state, postal code, and country.)
BOCA RATON, FL 33496

LHA **For Privacy Act and Paperwork Reduction Act Notice, see instructions on page 5.**

CUT HERE

610421
01-02-07

Form **1040** EXTENSION GRANTED TO 10/15/07 **2006** (99)
U.S. Individual Income Tax Return

IRS Use Only - Do not write or staple in this space.

OMB No. 1545-0074

For the year Jan. 1-Dec. 31, 2006, or other tax year beginning , 2006, ending , 20

Label (See instructions on page 16.) LABEL HERE
Use the IRS label. Otherwise, please print or type.
Presidential Election Campaign ▶

Your first name and initial	Last name	Your social security number
SIMON	BERNSTEIN	371 32 5211
If a joint return, spouse's first name and initial	Last name	Spouse's social security number
SHIRLEY	BERNSTEIN	347 30 9749
Home address (number and street). If you have a P.O. box, see page 16.	Apt. no.	You must enter ▲ your SSN(s) above. ▲
7020 LIONS HEAD LANE		
City, town or post office, state, and ZIP code. If you have a foreign address, see page 16.		Checking a box below will not change your tax or refund.
BOCA RATON, FL 33496		

Check here if you, or your spouse if filing jointly, want $3 to go to this fund (see page 16) ... ▶ ☐ You ☐ Spouse

Filing Status Check only one box.

1 ☐ Single
2 ☒ Married filing jointly (even if only one had income)
3 ☐ Married filing separately. Enter spouse's SSN above and full name here. ▶
4 ☐ Head of household (with qualifying person). If the qualifying person is a child but not your dependent, enter this child's name here. ▶
5 ☐ Qualifying widow(er) with dependent child (see page 17)

Exemptions

6a ☒ **Yourself.** If someone can claim you as a dependent, **do not** check box 6a ...
b ☒ **Spouse** ...
Boxes checked on 6a and 6b: 2
No. of children on 6c who: ● lived with you ● did not live with you due to divorce or separation (see page 20)
Dependents on 6c not entered above
Add numbers on lines above ▶ 2

c **Dependents:**

(1) First name Last name	(2) Dependent's social security number	(3) Dependent's relationship to you	(4) ✓ if qualifying child for child tax credit (see page 19)

If more than four dependents, see page 19.

d Total number of exemptions claimed ...

Income

Attach Form(s) W-2 here. Also attach Forms W-2G and 1099-R if tax was withheld.

If you did not get a W-2, see page 23.

Enclose, but do not attach, any payment. Also, please use Form 1040-V.

7	Wages, salaries, tips, etc. Attach Form(s) W-2			7	200,000.
8a	**Taxable** interest. Attach Schedule B if required			8a	19,508.
b	**Tax-exempt** interest. **Do not** include on line 8a	8b	19,299.		
9a	Ordinary dividends. Attach Schedule B if required			9a	24,721.
b	Qualified dividends (see page 23)	9b	14,628.		
10	Taxable refunds, credits, or offsets of state and local income taxes			10	
11	Alimony received			11	
12	Business income or (loss). Attach Schedule C or C-EZ			12	
13	Capital gain or (loss). Attach Schedule D if required. If not required, check here ▶ ☐			13	164,729.
14	Other gains or (losses). Attach Form 4797			14	
15a	IRA distributions 15a		b Taxable amount	15b	
16a	Pensions and annuities 16a		b Taxable amount	16b	
17	Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E			17	954,642.
18	Farm income or (loss). Attach Schedule F			18	
19	Unemployment compensation			19	
20a	Social security benefits 20a 36,185.		b Taxable amount (see page 27)	20b	30,757.
21	Other income. List type and amount (see page 29)			21	
22	Add the amounts in the far right column for lines 7 through 21. This is your **total income** ▶			22	1,394,357.

Adjusted Gross Income

23	Archer MSA deduction. Attach Form 8853	23		
24	Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ	24		
25	Health savings account deduction. Attach Form 8889	25		
26	Moving expenses. Attach Form 3903	26		
27	One-half of self-employment tax. Attach Schedule SE	27		
28	Self-employed SEP, SIMPLE, and qualified plans	28		
29	Self-employed health insurance deduction (see page 29)	29		
30	Penalty on early withdrawal of savings	30		
31a	Alimony paid b Recipient's SSN ▶	31a		
32	IRA deduction (see page 31)	32		
33	Student loan interest deduction (see page 33)	33		
34	Jury duty pay you gave to your employer	34		
35	Domestic production activities deduction. Attach Form 8903	35		
36	Add lines 23 through 31a and 32 through 35		36	
37	Subtract line 36 from line 22. This is your **adjusted gross income** ▶		37	1,394,357.

610001
03-19-07

LHA **For Disclosure, Privacy Act, and Paperwork Reduction Act Notice, see page 80.** Form **1040** (2006)

Tax and Credits	38	Amount from line 37 (adjusted gross income)	38	1,394,357.
Standard Deduction for - ● People who checked any box on line 39a or 39b **or** who can be claimed as a dependent. ● All others: Single or Married filing separately, $5,150 Married filing jointly or Qualifying widow(er), $10,300 Head of household, $7,550	39a	Check if: [X] **You** were born before January 2, 1942, [ ] Blind. [X] **Spouse** was born before January 2, 1942, [ ] Blind. **Total boxes checked** ▶ 39a 2		
	b	If your spouse itemizes on a separate return or you were a dual-status alien, see page 34 and check here ▶ 39b [ ]		
	40	**Itemized deductions** (from Schedule A) **or** your **standard deduction** (see left margin)	40	220,250.
	41	Subtract line 40 from line 38	41	1,174,107.
	42	If line 38 is over $112,875, or you provided housing to a person displaced by Hurricane Katrina, see page 36. Otherwise, multiply $3,300 by the total number of exemptions claimed on line 6d	42	2,200.
	43	**Taxable income.** Subtract line 42 from line 41. If line 42 is more than line 41, enter -0-	43	1,171,907.
	44	**Tax.** Check if any tax is from: a [ ] Form(s) 8814 b [ ] Form 4972	44	353,833.
	45	**Alternative minimum tax.** Attach Form 6251	45	0.
	46	Add lines 44 and 45 ▶	46	353,833.
	47	Foreign tax credit. Attach Form 1116 if required — 47: 1,006.		
	48	Credit for child and dependent care expenses. Attach Form 2441 — 48		
	49	Credit for the elderly or the disabled. Attach Schedule R — 49		
	50	Education credits. Attach Form 8863 — 50		
	51	Retirement savings contributions credit. Attach Form 8880 — 51		
	52	Residential energy credits. Attach Form 5695 — 52		
	53	Child tax credit (see page 42). Attach Form 8901 if required — 53		
	54	Credits from: a [ ] Form 8396 b [ ] Form 8839 c [ ] Form 8859 — 54		
	55	Other credits: a [ ] Form 3800 b [ ] Form 8801 c [ ] Form _____ — 55		
	56	Add lines 47 through 55. These are your **total credits**	56	1,006.
	57	Subtract line 56 from line 46. If line 56 is more than line 46, enter -0- ▶	57	352,827.
Other Taxes	58	Self-employment tax. Attach Schedule SE	58	
	59	Social security and Medicare tax on tip income not reported to employer. Attach Form 4137	59	
	60	Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required	60	
	61	Advance earned income credit payments from Form(s) W-2, box 9	61	
	62	Household employment taxes. Attach Schedule H	62	
	63	Add lines 57 through 62. This is your **total tax** ▶	63	352,827.
Payments	64	Federal income tax withheld from Forms W-2 and 1099 — 64: 51,991.		STATEMENT 6
If you have a qualifying child, attach Schedule EIC.	65	2006 estimated tax payments and amount applied from 2005 return — 65		
	66a	**Earned income credit (EIC)** — 66a		
	b	Nontaxable combat pay election ▶ 66b		
	67	Excess social security and tier 1 RRTA tax withheld (see page 60) — 67		
	68	Additional child tax credit. Attach Form 8812 — 68		
	69	Amount paid with request for extension to file (see page 60) — 69		
	70	Payments from: a [ ] Form 2439 b [ ] Form 4136 c [ ] Form 8885 — 70		
	71	Credit for federal telephone excise tax paid. Attach Form 8913 if required — 71: 40.		
	72	Add lines 64, 65, 66a, and 67 through 71. These are your **total payments** ▶	72	52,031.
Refund Direct deposit? See page 61 and fill in 74b, 74c, and 74d, or Form 8888.	73	If line 72 is more than line 63, subtract line 63 from line 72. This is the amount you **overpaid**	73	
	74a	Amount of line 73 you want **refunded to you.** If Form 8888 is attached, check here ▶ [ ]	74a	
	b	Routing number ▶ c Type: [ ] Checking [ ] Savings ▶ d Account number		
	75	Amount of line 73 you want **applied to your 2007 estimated tax** ▶ 75		
Amount You Owe	76	**Amount you owe.** Subtract line 72 from line 63. For details on how to pay, see page 62 ▶	76	302,530.
	77	Estimated tax penalty (see page 62) — 77: 1,734.		

Third Party Designee Do you want to allow another person to discuss this return with the IRS (see page 63)? [X] Yes. Complete the following. [ ] No

Designee's name ▶ PREPARER Phone no. ▶ Personal identification number (PIN) ▶

Sign Here Joint return? See page 17. Keep a copy for your records.

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Your signature	Date	Your occupation	Daytime phone number
		EXECUTIVE	
Spouse's signature. If a joint return, **both** must sign.	Date	Spouse's occupation	
		INSURANCE	

Paid Preparer's Use Only

Preparer's signature	Date	Check if self-employed [ ]	Preparer's SSN or PTIN
			P00127193

Firm's name (or yours if self-employed), address, and ZIP code: GOLDSTEIN LEWIN & CO. 1900 N.W. CORPORATE BLVD. STE E-300 BOCA RATON, FL 33431-8502 — EIN 59-2147155 — Phone no. (561)994-5050

610002 11-07-06

** INTEREST NOT INCLUDED 12,309.
** PENALTY NOT INCLUDED 9,024.

**** TOTAL DUE 323,863.

Form **2210**

Department of the Treasury
Internal Revenue Service

Underpayment of Estimated Tax by Individuals, Estates, and Trusts

▶ See separate instructions.
▶ Attach to Form 1040, 1040A, 1040NR, 1040NR-EZ, or 1041.

OMB No.1545-0140

2006

Attachment Sequence No. **06**

Name(s) shown on tax return: SIMON & SHIRLEY BERNSTEIN

Identifying number: 371-32-5211

Do You Have To File Form 2210?

Complete lines 1 through 7 below. Is line 7 less than $1,000?
- Yes → **Do not file Form 2210.** You do not owe a penalty.
- No ↓

Complete lines 8 and 9 below. Is line 6 equal to or more than line 9?
- Yes → You do not owe a penalty. **Do not file Form 2210** (but if box **E** below applies, you must file page 1 of Form 2210).
- No ↓

You may owe a penalty. Does any box in Part II below apply?
- Yes → You **must** file Form 2210. Does box **B, C,** or **D** apply?
  - No → You are **not** required to figure your penalty because the IRS will figure it and send you a bill for any unpaid amount. If you want to figure it, you may use Part III or Part IV as a worksheet and enter your penalty amount on your tax return, but **file only page 1 of Form 2210.**
  - Yes → You must figure your penalty.
- No ↓ **Do not file Form 2210.** You are not required to figure your penalty because the IRS will figure it and send you a bill for any unpaid amount. If you want to figure it, you may use Part III or Part IV as a worksheet and enter your penalty amount on your tax return, but **do not file Form 2210.**

Part I Required Annual Payment (see page 2 of the instructions)

1	Enter your 2006 tax after credits from Form 1040, line 57 (or comparable line of your return)		1	352,827.
2	Other taxes, including self-employment tax (see page 3 of the instructions)		2	
3	Refundable credits. Enter the total of your earned income credit, additional child tax credit, credit for federal tax paid on fuels, and health coverage tax credit		3	( )
4	Current year tax. Combine lines 1, 2, and 3. If less than $1,000, see page 3 of the instructions		4	352,827.
5	Multiply line 4 by 90% (.90)	5 317,544.		
6	Withholding taxes. **Do not** include estimated tax payments. See page 3 of the instructions		6	51,991.
7	Subtract line 6 from line 4. If less than $1,000, you do not owe a penalty; **do not file Form 2210**		7	300,836.
8	Maximum required annual payment based on prior year's tax (see page 3 of the instructions)		8	84,967.
9	**Required annual payment.** Enter the **smaller** of line 5 or line 8		9	84,967.

Next: Is line 9 more than line 6?

- ☐ **No.** You **do not** owe a penalty. **Do not file Form 2210** unless box **E** below applies.
- ☒ **Yes.** You may owe a penalty, but **do not file Form 2210** unless one or more boxes in Part II below applies.
  - If box **B, C,** or **D** applies, you must figure your penalty and file Form 2210.
  - If only box **A** or **E** (or both) applies, file only page 1 of Form 2210. You are **not** required to figure your penalty; the IRS will figure it and send you a bill for any unpaid amount. If you want to figure your penalty, you may use Part III or Part IV as a worksheet and enter your penalty on your tax return, but **file only page 1 of Form 2210.**

Part II Reasons for Filing. Check applicable boxes. If none apply, do not file Form 2210.

- **A** ☐ You request a **waiver** (see page 2 of the instructions) of your entire penalty. You must check this box and file page 1 of Form 2210, but you are not required to figure your penalty.
- **B** ☐ You request a **waiver** (see page 2 of the instructions) of part of your penalty. You must figure your penalty and waiver amount and file Form 2210.
- **C** ☐ Your income varied during the year and your penalty is reduced or eliminated when figured using the **annualized income installment method.** You must figure the penalty using Schedule AI and file Form 2210.
- **D** ☐ Your penalty is lower when figured by treating the federal income tax withheld from your wages as paid on the dates it was actually withheld, instead of in equal amounts on the payment due dates. You must figure your penalty and file Form 2210.
- **E** ☐ You filed or are filing a joint return for either 2005 or 2006, but not for both years, and line 8 above is smaller than line 5 above. You must file page 1 of Form 2210, but you are **not** required to figure your penalty (unless box **B, C,** or **D** applies).

Part III Short Method

You may use the short method if:

- You made no estimated tax payments (or your only payments were withheld federal income tax), **or**
- You paid estimated tax in **equal** amounts on your due dates.

TIP *You do not need to file Form 2210 unless you checked a box in Part II on page 1.*

You must use the regular method (Part IV) instead of the short method if:

- You made any estimated tax payments late,
- You checked box **C** or **D** in Part II, **or**
- You are filing Form 1040NR or 1040NR-EZ and you did not receive wages as an employee subject to U.S. income tax withholding.

Note: *If any payment was made earlier than the due date, you may use the short method, but using it may cause you to pay a larger penalty than the regular method. If the payment was only a few days early, the difference is likely to be small.*

10	Enter the amount from Form 2210, line 9			10	84,967.
11	Enter the amount, if any, from Form 2210, line 6	11	51,991.		
12	Enter the total amount, if any, of estimated tax payments you made	12			
13	Add lines 11 and 12			13	51,991.
14	**Total underpayment for year.** Subtract line 13 from line 10. If zero or less, stop here; you do not owe the penalty. **Do not file Form 2210 unless you checked box E on page 1**			14	32,976.
15	Multiply line 14 by .05258 (use the factor shown in the instructions if you are eligible for Hurricane Katrina relief)			15	1,734.
16	• If the amount on line 14 was paid **on or after** 4/15/07, enter -0-. • If the amount on line 14 was paid **before** 4/15/07, make the following computation to find the amount to enter on line 16. Amount on line 14 x Number of days paid before 4/15/07 x .00022			16	0.
17	**Penalty.** Subtract line 16 from line 15. Enter the result here and on Form 1040, line 77; Form 1040A, line 48; Form 1040NR, line 75; Form 1040NR-EZ, line 27; or Form 1041, line 26 ▶			17	1,734.

Form **2210** (2006)

612502
01-30-07

SCHEDULES A&B (Form 1040)
Department of the Treasury Internal Revenue Service (99)

Schedule A - Itemized Deductions
(Schedule B is on page 2)
▶ Attach to Form 1040. ▶ See Instructions for Schedules A&B (Form 1040).

OMB No. 1545-0074
2006
Attachment Sequence No. 07

Name(s) shown on Form 1040: SIMON & SHIRLEY BERNSTEIN
Your social security number: 371 32 5211

Medical and Dental Expenses		**Caution.** Do not include expenses reimbursed or paid by others.			
	1	Medical and dental expenses (see page A-1) SEE STATEMENT 13	1	2,941.	
	2	Enter amount from Form 1040, line 38	2 1,394,357.		
	3	Multiply line 2 by 7.5% (.075)	3	104,577.	
	4	Subtract line 3 from line 1. If line 3 is more than line 1, enter -0-		4	0.
Taxes You Paid (See page A-3.)	5	State and local income taxes SEE STATEMENT 15 ST	5	2,137.	
	6	Real estate taxes (see page A-3)	6	29,507.	
	7	Personal property taxes	7		
	8	Other taxes. List type and amount ▶FL INTANGIBLE 1,002.	8	1,002.	
	9	Add lines 5 through 8		9	32,646.
Interest You Paid (See page A-3.)	10	Home mortgage interest and points reported to you on Form 1098 STMT 11	10	83,504.	
	11	Home mortgage interest not reported to you on Form 1098. If paid to the person from whom you bought the home, see page A-3 and show that person's name, identifying no., and address ▶	11		
Note. Personal interest is not deductible.	12	Points not reported to you on Form 1098. STMT 9	12	1,784.	
	13	Investment interest. Attach Form 4952 if required. (See page A-4.) STMT 12	13	60,980.	
	14	Add lines 10 through 13		14	146,268.
Gifts to Charity If you made a gift and got a benefit for it, see page A-4.	15	Gifts by cash or check. SEE STATEMENT 10	15	55,675.	
	16	Other than by cash or check. If any gift of $250 or more, see page A-5. You **must** attach Form 8283 if over $500	16	10,490.	
	17	Carryover from prior year	17		
	18	Add lines 15 through 17		18	66,165.
Casualty and Theft Losses	19	Casualty or theft loss(es). Attach Form 4684. (See page A-6.)		19	
Job Expenses and Certain Miscellaneous Deductions (See page A-6.)	20	Unreimbursed employee expenses - job travel, union dues, job education, etc. Attach Form 2106 or 2106-EZ if required. (See page A-6.) ▶	20		
	21	Tax preparation fees	21		
	22	Other expenses - investment, safe deposit box, etc. List type and amount ▶WACHOVIA BANK 8,778. FROM K-1 - EVERGREEN PRIVATE INVESTMENT FUNDS 634.	22	9,412.	
	23	Add lines 20 through 22	23	9,412.	
	24	Enter amount from Form 1040, line 38	24 1,394,357.		
	25	Multiply line 24 by 2% (.02)	25	27,887.	
	26	Subtract line 25 from line 23. If line 25 is more than line 23, enter -0-		26	0.
Other Miscellaneous Deductions	27	Other - from list on page A-7. List type and amount ▶FROM K-1 - EVERGREEN PRIVATE INVESTMENTS FUNDS 48.		27	48.
Total Itemized Deductions	28	Is Form 1040, line 38, over $150,500 (over $75,250 if married filing separately)? ☐ **No.** Your deduction is not limited. Add the amounts in the far right column for lines 4 through 27. Also, enter this amount on Form 1040, line 40. STMT 14▶ ☒ **Yes.** Your deduction may be limited. See page A-7 for the amount to enter.		28	220,250.
	29	If you elect to itemize deductions even though they are less than your standard deduction, check here ▶☐			

LHA **For Paperwork Reduction Act Notice, see Form 1040 instructions.** **Schedule A (Form 1040) 2006**

619501
11-10-06

Name(s) shown on Form 1040. Do not enter name and social security number if shown on page 1.

SIMON & SHIRLEY BERNSTEIN

Your social security number: 371 32 5211

Schedule B - Interest and Ordinary Dividends

Attachment Sequence No. 08

Part I Interest

Note. If you received a Form 1099-INT, Form 1099-OID, or substitute statement from a brokerage firm, list the firm's name as the payer and enter the total interest shown on that form.

1 List name of payer. If any interest is from a seller-financed mortgage and the buyer used the property as a personal residence, see page B-1 and list this interest first. Also, show that buyer's social security number and address ▶

	Amount
BANK OF AMERICA	14,560.
BANK OF AMERICA	175.
PERSHING LLC (213)	41.
PERSHING LLC (221)	37.
WACHOVIA BANK NA	813.
WACHOVIA BANK NA	331.
FROM K-1 - EVERGREEN PRIVATE INVESTMENTS FUNDS	640.
FROM K-1 - EVERGREEN PRIVATE INVESTMENT FUNDS	612.
FROM K-1 - LIC HOLDINGS INC	2,299.

1

2 Add the amounts on line 1 — 2 — 19,508.

3 Excludable interest on series EE and I U.S. savings bonds issued after 1989. Attach Form 8815 — 3

4 Subtract line 3 from line 2. Enter the result here and on Form 1040, line 8a ▶ — 4 — 19,508.

Note. If line 4 is over $1,500, you must complete Part III.

Part II Ordinary Dividends

Note: If you received a Form 1099-DIV or substitute statement from a brokerage firm, list the firm's name as the payer and enter the ordinary dividends shown on that form.

5 List name of payer ▶

	Amount
WACHOVIA BANK NA (1773)	19,161.
PERSHING LLC (17)	5,325.
PERSHING LLC (213)	92.
PERSHING LLC (221)	140.
FROM K-1 - EVERGREEN PRIVATE INVESTMENTS FUNDS	3.

5

6 Add the amounts on line 5. Enter the total here and on Form 1040, line 9a ▶ — 6 — 24,721.

Note. If line 6 is over $1,500, you must complete Part III.

Part III Foreign Accounts and Trusts

You must complete this part if you **(a)** had over $1,500 of taxable interest or ordinary dividends; or **(b)** had a foreign account; or **(c)** received a distribution from, or were a grantor of, or a transferor to, a foreign trust.

	Yes	No
7a At any time during 2006, did you have an interest in or a signature or other authority over a financial account in a foreign country, such as a bank account, securities account, or other financial account?		X
b If "Yes," enter the name of the foreign country ▶		
8 During 2006, did you receive a distribution from, or were you the grantor of, or transferor to, a foreign trust? If "Yes," you may have to file Form 3520. See page B-2		X

627501 11-10-06

LHA **For Paperwork Reduction Act Notice, see Form 1040 instructions.** **Schedule B (Form 1040) 2006**

SCHEDULE D (Form 1040)
Department of the Treasury
Internal Revenue Service (99)

Capital Gains and Losses

▶ Attach to Form 1040 or Form 1040NR. ▶ See Instructions for Schedule D (Form 1040).

OMB No. 1545-0074
2006
Attachment Sequence No. **12**

Name(s) shown on return

Your social security number

SIMON & SHIRLEY BERNSTEIN

371 32 5211

Part I Short-Term Capital Gains and Losses - Assets Held One Year or Less

(a) Description of property (Example: 100 sh. XYZ Co.)	(b) Date acquired (Mo., day, yr.)	(c) Date sold (Mo., day, yr.)	(d) Sales price	(e) Cost or other basis	(f) Gain or (loss) Subtract (e) from (d)
1 TRANSACTIONS W/WACHOVIA (1773)	VARIOUS	VARIOUS	40,178.	37,829.	2,349.

2	Enter your short-term totals, if any, from Schedule D-1, line 2	2		
3	**Total short-term sales price amounts.** Add lines 1 and 2 in column (d)	3	40,178.	
4	Short-term gain from Form 6252 and short-term gain or (loss) from Forms 4684, 6781, and 8824 SEE STATEMENT 17	4		<393.>
5	Net short-term gain or (loss) from partnerships, S corporations, estates, and trusts from Schedule(s) K-1 SEE STATEMENT 19	5		29,470.
6	Short-term capital loss carryover. Enter the amount, if any, from line 10 of your **Capital Loss Carryover Worksheet** in the instructions	6		( )
7	**Net short-term capital gain or (loss).** Combine lines 1 through 6 in column (f)	7		31,426.

Part II Long-Term Capital Gains and Losses - Assets Held More Than One Year

(a) Description of property (Example: 100 sh. XYZ Co.)	(b) Date acquired (Mo., day, yr.)	(c) Date sold (Mo., day, yr.)	(d) Sales price	(e) Cost or other basis	(f) Gain or (loss) Subtract (e) from (d)
8 TRANSACTIONS W/WACHOVIA (1773)	VARIOUS	VARIOUS	440,783.	334,321.	106,462.
SALE OF INVESTMENT PROPERTY	07/01/04	10/07/06	512,000.	537,000.	<25,000.>

9	Enter your long-term totals, if any, from Schedule D-1, line 9	9		
10	**Total long-term sales price amounts.** Add lines 8 and 9 in column (d)	10	952,783.	
11	Gain from Form 4797, Part I; long-term gain from Forms 2439 and 6252; and long-term gain or (loss) from Forms 4684, 6781, and 8824 SEE STATEMENT 18	11		<335.>
12	Net long-term gain or (loss) from partnerships, S corporations, estates, and trusts from Schedule(s) K-1 SEE STATEMENT 20	12		26,279.
13	Capital gain distributions SEE STATEMENT 21	13		25,897.
14	Long-term capital loss carryover. Enter the amount, if any, from line 15 of your **Capital Loss Carryover Worksheet** in the instructions	14		( )
15	**Net long-term capital gain or (loss).** Combine lines 8 through 14 in column (f). Then go to Part III on page 2	15		133,303.

LHA **For Paperwork Reduction Act Notice, see Form 1040 or Form 1040NR instructions.** **Schedule D (Form 1040) 2006**

620511/11-10-06

Part III Summary

16	Combine lines 7 and 15 and enter the result. If line 16 is a loss, skip lines 17 through 20, and go to line 21. If a gain, enter the gain on Form 1040, line 13, or Form 1040NR, line 14. Then go to line 17 below	16	164,729.
17	Are lines 15 and 16 **both** gains? [X] **Yes.** Go to line 18. [ ] **No.** Skip lines 18 through 21, and go to line 22.		
18	Enter the amount, if any, from line 7 of the **28% Rate Gain Worksheet** on page D-8 of the instructions ▶	18	
19	Enter the amount, if any, from line 18 of the **Unrecaptured Section 1250 Gain Worksheet** on page D-9 of the instructions SEE STATEMENT 22 ▶	19	7.
20	Are lines 18 and 19 **both** zero or blank? [ ] **Yes.** Complete Form 1040 through line 43, or Form 1040NR through line 40. Then complete the **Qualified Dividends and Capital Gain Tax Worksheet** on page 38 of the Instructions for Form 1040 (or in the Instructions for Form 1040NR). **Do not** complete lines 21 and 22 below. [X] **No.** Complete Form 1040 through line 43, or Form 1040NR through line 40. Then complete the **Schedule D Tax Worksheet** on page D-10 of the instructions. **Do not** complete lines 21 and 22 below.		
21	If line 16 is a loss, enter here and on Form 1040, line 13, or Form 1040NR, line 14, the **smaller** of: • The loss on line 16 or • ($3,000), or if married filing separately, ($1,500) **Note.** When figuring which amount is smaller, treat both amounts as positive numbers.	21	( )
22	Do you have qualified dividends on Form 1040, line 9b, or Form 1040NR, line 10b? [ ] **Yes.** Complete Form 1040 through line 43, or Form 1040NR through line 40. Then complete the **Qualified Dividends and Capital Gain Tax Worksheet** on page 38 of the Instructions for Form 1040 (or in the Instructions for Form 1040NR). [ ] **No.** Complete the rest of Form 1040 or Form 1040NR.		

Schedule D Tax Worksheet

Keep for Your Records

Name(s) shown on return	Your SSN
SIMON & SHIRLEY BERNSTEIN	371-32-5211

Complete this worksheet only if line 18 or line 19 of Schedule D is more than zero. Otherwise, complete the Qualified Dividends and Capital Gain Tax Worksheet on page 38 of the Instructions for Form 1040 (or in the Instructions for Form 1040NR) to figure your tax.

Exception: Do not use the Qualified Dividends and Capital Gain Tax Worksheet **or** this worksheet to figure your tax if:

- Line 15 or line 16 of Schedule D is zero or less **and** you have no qualified dividends on Form 1040, line 9b (or Form 1040NR, line 10b); **or**
- Form 1040, line 43 (or Form 1040NR, line 40) is zero or less.

Instead, see the instructions for Form 1040, line 44 (or Form 1040NR, line 41).

1. Enter your taxable income from Form 1040, line 43 (or Form 1040NR, line 40)			1. 1,171,907.
2. Enter your qualified dividends from Form 1040, line 9b (or Form 1040NR, line 10b)	2. 14,628.		
3. Enter the amount from Form 4952, line 4g	3.		
4. Enter the amount from Form 4952, line 4e*	4.		
5. Subtract line 4 from line 3. If zero or less, enter -0-	5.		
6. Subtract line 5 from line 2. If zero or less, enter -0-		6. 14,628.	
7. Enter the **smaller** of line 15 or line 16 of Sch. D	7. 133,303.		
8. Enter the **smaller** of line 3 or line 4	8.		
9. Subtract line 8 from line 7. If zero or less, enter -0-		9. 133,303.	
10. Add lines 6 and 9			10. 147,931.
11. Add lines 18 and 19 of Schedule D		11. 7.	
12. Enter the **smaller** of line 9 or line 11			12. 7.
13. Subtract line 12 from line 10			13. 147,924.
14. Subtract line 13 from line 1. If zero or less, enter -0-			14. 1,023,983.
15. Enter the **smaller** of: • The amount on line 1 **or** • $30,650 if single or married filing separately; $61,300 if married filing jointly or qualifying widow(er); or $41,050 if head of household		15. 61,300.	
16. Enter the **smaller** of line 14 or line 15		16. 61,300.	
17. Subtract line 10 from line 1. If zero or less, enter -0-	17. 1,023,976.		
18. Enter the **larger** of line 16 or line 17			▶ 18. 1,023,976.

If lines 15 and 16 are the same, skip lines 19 and 20 and go to line 21. Otherwise, go to line 19.

19. Subtract line 16 from line 15			▶ 19.
20. Multiply line 19 by 5% (.05)			20.

If lines 1 and 15 are the same, skip lines 21 through 33 and go to line 34. Otherwise, go to line 21.

21. Enter the **smaller** of line 1 or line 13		21. 147,924.	
22. Enter the amount from line 19 (if line 19 is blank, enter -0-)		22. 0.	
23. Subtract line 22 from line 21. If zero or less, enter -0-			▶ 23. 147,924.
24. Multiply line 23 by 15% (.15)			24. 22,189.

If Schedule D, line 19, is zero or blank, skip lines 25 through 30 and go to line 31. Otherwise, go to line 25.

25. Enter the **smaller** of line 9 above or Schedule D, line 19		25. 7.	
26. Add lines 10 and 18	26. 1,171,907.		
27. Enter the amount from line 1 above	27. 1,171,907.		
28. Subtract line 27 from line 26. If zero or less, enter -0-		28. 0.	
29. Subtract line 28 from line 25. If zero or less, enter -0-			▶ 29. 7.
30. Multiply line 29 by 25% (.25)			30. 2.

If Schedule D, line 18, is zero or blank, skip lines 31 through 33 and go to line 34. Otherwise, go to line 31.

31. Add lines 18, 19, 23, and 29			31.
32. Subtract line 31 from line 1			32.
33. Multiply line 32 by 28% (.28)			33.
34. Figure the tax on the amount on **line 18**. Use the Tax Table or Tax Computation Worksheet, whichever applies			34. 331,642.
35. Add lines 20, 24, 30, 33, and 34			35. 353,833.
36. Figure the tax on the amount on **line 1**. Use the Tax Table or Tax Computation Worksheet, whichever applies			36. 383,418.
37. **Tax on all taxable income (including capital gains and qualified dividends).** Enter the **smaller** of line 35 or line 36. Also include this amount on Form 1040, line 44 (or Form 1040NR, line 41)			37. 353,833.

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* If applicable, enter instead the smaller amount you entered on the dotted line next to line 4e of Form 4952.

SCHEDULE E (Form 1040)

Department of the Treasury Internal Revenue Service (99)

Supplemental Income and Loss

(From rental real estate, royalties, partnerships, S corporations, estates, trusts, REMICs, etc.)

▶ Attach to Form 1040, 1040NR, or Form 1041. ▶ See Instructions for Schedule E (Form 1040).

OMB No. 1545-0074

2006

Attachment Sequence No. **13**

Name(s) shown on return: SIMON & SHIRLEY BERNSTEIN

Your social security number: 371-32-5211

Part I **Income or Loss From Rental Real Estate and Royalties** Note. If you are in the business of renting personal property, use Schedule C or C-EZ (see page E-3). Report farm rental income or loss from Form 4835 on page 2, line 40.

	1 List the type and location of each rental real estate property:	2 For each rental real estate property listed on line 1, did you or your family use it during the tax year for personal purposes for more than the greater of: • 14 days or • 10% of the total days rented at fair rental value? (See page E-3.)	Yes	No
A	EVERGREEN PRIVATE INVESTMENTS FUNDS - ROY	A		
B		B		
C		C		

Income:		Properties A	Properties B	Properties C	Totals (Add columns A, B, and C.)
3 Rents received	3				
4 Royalties received	4	1.			1.
Expenses:					
5 Advertising	5				
6 Auto and travel (see page E-4)	6				
7 Cleaning and maintenance	7				
8 Commissions	8				
9 Insurance	9				
10 Legal and other professional fees	10				
11 Management fees	11				
12 Mortgage interest paid to banks, etc. (see page E-4)	12				
13 Other interest	13				
14 Repairs	14				
15 Supplies	15				
16 Taxes	16				
17 Utilities	17				
18 Other (list) ▶	18				
19 Add lines 5 through 18	19				
20 Depreciation expense or depletion (see page E-4)	20				
21 Total expenses. Add lines 19 and 20	21				
22 Income or (loss) from rental real estate or royalty properties. Subtract line 21 from line 3 (rents) or line 4 (royalties). If the result is a (loss), see page E-5 to find out if you must file Form 6198	22	1.			
23 Deductible rental real estate loss. Caution. Your rental real estate loss on line 22 may be limited. See page E-5 to find out if you must file Form 8582. Real estate professionals must complete line 43 on page 2	23	( )	( )	( )	
24 Income. Add positive amounts shown on line 22. Do not include any losses	24				1.
25 Losses. Add royalty losses from line 22 and rental real estate losses from line 23. Enter total losses here	25				( )
26 Total rental real estate and royalty income or (loss). Combine lines 24 and 25. Enter the result here. If Parts II, III, IV, and line 40 on page 2 do not apply to you, also enter this amount on Form 1040, line 17, or Form 1040NR, line 18. Otherwise, include this amount in the total on line 41 on page 2	26				1.

Name(s) shown on return. Do not enter name and social security number if shown on page 1. | Your social security number

SIMON & SHIRLEY BERNSTEIN | 371-32-5211

Caution: The IRS compares amounts reported on your tax return with amounts shown on Schedule(s) K-1.

Part II Income or Loss From Partnerships and S Corporations

Note. If you report a loss from an at-risk activity for which **any** amount is **not** at risk, you **must** check column **(e)** on line 28 and attach **Form 6198.** See page E-1.

27 Are you reporting any loss not allowed in a prior year due to the at-risk or basis limitations, a prior year unallowed loss from a passive activity (if that loss was not reported on Form 8582), or unreimbursed partnership expenses? ☐ Yes ☒ No

If you answered "Yes," see page E-6 before completing this section.

28	(a) Name	(b) Enter P for partnership; S for S corporation	(c) Check if foreign partnership	(d) Employer identification number	(e) Check if any amount is not at risk
A	SEE STATEMENT 23				
B					
C					
D					

	Passive Income and Loss		Nonpassive Income and Loss		
	(f) Passive loss allowed (attach Form 8582 if required)	(g) Passive income from Schedule K-1	(h) Nonpassive loss from Schedule K-1	(i) Section 179 expense deduction from Form 4562	(j) Nonpassive income from Schedule K-1
A					
B					
C					
D					
29a Totals		1,506.			1,046,791.
b Totals	1,760.		33,325.	58,571.	

30	Add columns (g) and (j) of line 29a	30	1,048,297.
31	Add columns (f), (h), and (i) of line 29b	31	(93,656.)
32	**Total partnership and S corporation income or (loss).** Combine lines 30 and 31. Enter the result here and include in the total on line 41 below	32	954,641.

Part III Income or Loss From Estates and Trusts

33	(a) Name	(b) Employer identification number
A		
B		

	Passive Income and Loss		Nonpassive Income and Loss	
	(c) Passive deduction or loss allowed (attach Form 8582 if required)	(d) Passive income from Schedule K-1	(e) Deduction or loss from Schedule K-1	(f) Other income from Schedule K-1
A				
B				
34a Totals				
b Totals				

35	Add columns (d) and (f) of line 34a	35	
36	Add columns (c) and (e) of line 34b	36	( )
37	**Total estate and trust income or (loss).** Combine lines 35 and 36. Enter the result here and include in the total on line 41 below	37	

Part IV Income or Loss From Real Estate Mortgage Investment Conduits (REMICs) - Residual Holder

38	(a) Name	(b) Employer identification number	(c) Excess inclusion from Schedules Q, line 2c	(d) Taxable income (net loss) from Schedules Q, line 1b	(e) Income from Schedules Q, line 3b

39	Combine columns (d) and (e) only. Enter the result here and include in the total on line 41 below	39	

Part V Summary * ENTIRE DISPOSITION OF ACTIVITY

40	Net farm rental income or (loss) from **Form 4835.** Also, complete line 42 below	40	
41	**Total income or (loss).** Combine lines 26, 32, 37, 39, and 40. Enter the result here and on Form 1040, line 17, or Form 1040NR, line 18 ▶	41	954,642.
42	**Reconciliation of farming and fishing income.** Enter your **gross** farming and fishing income reported on Form 4835, line 7; Schedule K-1 (Form 1065), box 14, code B; Schedule K-1 (Form 1120S), box 17, code T; and Schedule K-1 (Form 1041), line 14, code F (see page E-7)	42	
43	**Reconciliation for real estate professionals.** If you were a real estate professional (see page E-1), enter the net income or (loss) you reported anywhere on Form 1040 or Form 1040NR from all rental real estate activities in which you materially participated under the passive activity loss rules	43	

INCOME FROM PASSTHROUGH STATEMENT, PAGE 1 2006

SCHEDULE E

Name SIMON BERNSTEIN SSN/EIN 371-32-5211

Passthrough EVERGREEN PRIVATE INVESTMENTS FUNDS ID 56-2114125 TAXPAYER

PARTNERSHIP

OTHER PASSIVE	K-1 Input	Prior Year Unallowed Basis Loss	Disallowed Due to Basis Limitation	Prior Year Unallowed At-Risk Loss	Disallowed Due to At-Risk	Prior Year Passive Loss	Disallowed Passive Loss	Tax Return
SCHEDULE E, PAGE 2								
Ordinary business income (loss)	1,414.							
Rental real estate income (loss)	<45.>							
Other net rental income (loss)	188.							
Intangible drilling costs/dry hole costs								
Self-charged passive interest expense								
Guaranteed payments								
Section 179 and carryover								
Disallowed section 179 expense								
Net income (loss)	1,557.							1,557.
First passive other	<7.>							<7.>
Second passive other	<44.>							<44.>
Cost depletion								
Percentage depletion								
Depletion carryover								
Disallowed due to 65% limitation								
Unreimbursed expenses (nonpassive)								
Nonpassive other	74.							74.
Total Schedule E (page 2)	1,580.							1,580.
FORM 4797								
Section 1231 gain (loss)	254.							254.
Section 179 recapture on disposition								
SCHEDULE D								
Net short-term cap. gain (loss)	13,297.							13,297.
Net long-term cap. gain (loss)	7,722.							7,722.
Section 1256 contracts & straddles	<485.>							<485.>
FORM 4952								
Investment interest expense - Sch. A	9,498.							9,498.
Other net investment income								
ITEMIZED DEDUCTIONS								
Charitable contributions								
Deductions related to portfolio income	48.							48.
Other								

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INCOME FROM PASSTHROUGH STATEMENT, PAGE 2 2006

SCHEDULE E

Name SIMON BERNSTEIN SSN/EIN 371-32-5211

Passthrough EVERGREEN PRIVATE INVESTMENTS FUNDS ID 56-2114125 TAXPAYER

PARTNERSHIP

OTHER PASSIVE	K-1 Input	Prior Year Unallowed Basis Loss	Disallowed Due to Basis Limitation	Prior Year Unallowed At-Risk Loss	Disallowed Due to At-Risk	Prior Year Passive Loss	Disallowed Passive Loss	Tax Return
INTEREST AND DIVIDENDS								
Interest income	640.							640.
Interest from U.S. bonds								
Ordinary dividends	3.							3.
Qualified dividends	2.							2.
Tax-exempt interest income	133.							133.
FORM 6251								
Depreciation adjustment after 12/31/86								
Adjusted gain or loss								
Beneficiary's AMT adjustment								
Depletion (other than oil)								
Other	40.							40.
MISCELLANEOUS								
Self-employment earnings (loss)/Wages								
Gross farming & fishing inc								
Royalties	1.							1.
Royalty expenses/depletion								
Undistributed capital gains credit								
Backup withholding	10.							10.
Credit for estimated tax								
Cancellation of debt								
Medical insurance - 1040								
Dependent care benefits								
Retirement plans								
Qualified production activities income								
Passthrough adjustment to Form 1040								
Penalty on early withdrawal of savings								
NOL								
Other taxes/recapture of credits								
Credits								
Casualty and theft loss								

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12-04-06

TS001009

INCOME FROM PASSTHROUGH STATEMENT, PAGE 1 2006

SCHEDULE E

Name SIMON BERNSTEIN **SSN/EIN** 371-32-5211

Passthrough EVERGREEN PRIVATE INVESTMENT FUNDS **ID** 52-2223144 TAXPAYER

PARTNERSHIP

OTHER PASSIVE	K-1 Input	Prior Year Unallowed Basis Loss	Disallowed Due to Basis Limitation	Prior Year Unallowed At-Risk Loss	Disallowed Due to At-Risk	Prior Year Passive Loss	Disallowed Passive Loss	Tax Return
SCHEDULE E, PAGE 2								
Ordinary business income (loss)	<8,134.>							
Rental real estate income (loss)								
Other net rental income (loss)								
Intangible drilling costs/dry hole costs								
Self-charged passive interest expense								
Guaranteed payments								
Section 179 and carryover								
Disallowed section 179 expense								
Net income (loss)	<8,134.>						6,374.	<1,760.>
First passive other								
Second passive other								
Cost depletion								
Percentage depletion								
Depletion carryover								
Disallowed due to 65% limitation								
Unreimbursed expenses (nonpassive)								
Nonpassive other	21.							21.
Total Schedule E (page 2)	<8,113.>						6,374.	<1,739.>
FORM 4797								
Section 1231 gain (loss)								
Section 179 recapture on disposition								
SCHEDULE D								
Net short-term cap. gain (loss)	16,173.							16,173.
Net long-term cap. gain (loss)	18,557.							18,557.
Section 1256 contracts & straddles	<497.>							<497.>
FORM 4952								
Investment interest expense - Sch. A	5,185.							5,185.
Other net investment income								
ITEMIZED DEDUCTIONS								
Charitable contributions								
Deductions related to portfolio income	634.							634.
Other								

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12-12-06

TS001010

INCOME FROM PASSTHROUGH STATEMENT, PAGE 2 2006

SCHEDULE E

Name SIMON BERNSTEIN **SSN/EIN** 371-32-5211

Passthrough EVERGREEN PRIVATE INVESTMENT FUNDS **ID** 52-2223144 TAXPAYER

PARTNERSHIP

OTHER PASSIVE	K-1 Input	Prior Year Unallowed Basis Loss	Disallowed Due to Basis Limitation	Prior Year Unallowed At-Risk Loss	Disallowed Due to At-Risk	Prior Year Passive Loss	Disallowed Passive Loss	Tax Return
INTEREST AND DIVIDENDS								
Interest income	612.							612.
Interest from U.S. bonds								
Ordinary dividends								
Qualified dividends								
Tax-exempt interest income	2.							2.
FORM 6251								
Depreciation adjustment after 12/31/86								
Adjusted gain or loss								
Beneficiary's AMT adjustment								
Depletion (other than oil)								
Other	2.							2.
MISCELLANEOUS								
Self-employment earnings (loss)/Wages								
Gross farming & fishing inc								
Royalties								
Royalty expenses/depletion								
Undistributed capital gains credit								
Backup withholding								
Credit for estimated tax								
Cancellation of debt								
Medical insurance - 1040								
Dependent care benefits								
Retirement plans								
Qualified production activities income								
Passthrough adjustment to Form 1040								
Penalty on early withdrawal of savings								
NOL								
Other taxes/recapture of credits								
Credits								
Casualty and theft loss								

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TS001011

INCOME FROM PASSTHROUGH STATEMENT, PAGE 1 2006

SCHEDULE E

Name SIMON BERNSTEIN SSN/EIN 371-32-5211

Passthrough ARBITRAGE INTERNATIONAL MARKETING ID 65-1055556 TAXPAYER

S CORPORATION

NONPASSIVE	K-1 Input	Prior Year Unallowed Basis Loss	Disallowed Due to Basis Limitation	Prior Year Unallowed At-Risk Loss	Disallowed Due to At-Risk	Prior Year Passive Loss	Disallowed Passive Loss	Tax Return
SCHEDULE E, PAGE 2								
Ordinary business income (loss)	558,363.							
Rental real estate income (loss)								
Other net rental income (loss)								
Intangible drilling costs/dry hole costs								
Self-charged passive interest expense								
Guaranteed payments								
Section 179 and carryover	37,470.							
Disallowed section 179 expense								
Net income (loss)	520,893.							520,893.
First passive other								
Second passive other								
Cost depletion								
Percentage depletion								
Depletion carryover								
Disallowed due to 65% limitation								
Unreimbursed expenses (nonpassive)								
Nonpassive other								
Total Schedule E (page 2)	520,893.							520,893.
FORM 4797								
Section 1231 gain (loss)								
Section 179 recapture on disposition								
SCHEDULE D								
Net short-term cap. gain (loss)								
Net long-term cap. gain (loss)								
Section 1256 contracts & straddles								
FORM 4952								
Investment interest expense - Sch. A								
Other net investment income								
ITEMIZED DEDUCTIONS								
Charitable contributions	1,640.							1,640.
Deductions related to portfolio income								
Other								

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12-12-06

TS001012

INCOME FROM PASSTHROUGH STATEMENT, PAGE 2 2006

SCHEDULE E

Name SIMON BERNSTEIN **SSN/EIN** 371-32-5211

Passthrough ARBITRAGE INTERNATIONAL MARKETING **ID** 65-1055556 TAXPAYER

S CORPORATION

NONPASSIVE	K-1 Input	Prior Year Unallowed Basis Loss	Disallowed Due to Basis Limitation	Prior Year Unallowed At-Risk Loss	Disallowed Due to At-Risk	Prior Year Passive Loss	Disallowed Passive Loss	Tax Return
INTEREST AND DIVIDENDS								
Interest income								
Interest from U.S. bonds								
Ordinary dividends								
Qualified dividends								
Tax-exempt interest income								
FORM 6251								
Depreciation adjustment after 12/31/86								
Adjusted gain or loss								
Beneficiary's AMT adjustment								
Depletion (other than oil)								
Other								
MISCELLANEOUS								
Self-employment earnings (loss)/Wages								
Gross farming & fishing inc								
Royalties								
Royalty expenses/depletion								
Undistributed capital gains credit								
Backup withholding								
Credit for estimated tax								
Cancellation of debt								
Medical insurance - 1040								
Dependent care benefits								
Retirement plans								
Qualified production activities income								
Passthrough adjustment to Form 1040								
Penalty on early withdrawal of savings								
NOL								
Other taxes/recapture of credits								
Credits								
Casualty and theft loss								

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12-04-06

TS001013

INCOME FROM PASSTHROUGH STATEMENT, PAGE 1 2006

SCHEDULE E

Name SIMON BERNSTEIN **SSN/EIN** 371-32-5211

Passthrough CAMBRIDGE FINANCING COMPANY **ID** 35-2257332 TAXPAYER

S CORPORATION

OTHER PASSIVE	K-1 Input	Prior Year Unallowed Basis Loss	Disallowed Due to Basis Limitation	Prior Year Unallowed At-Risk Loss	Disallowed Due to At-Risk	Prior Year Passive Loss	Disallowed Passive Loss	Tax Return
SCHEDULE E, PAGE 2								
Ordinary business income (loss)	<33,308.>							
Rental real estate income (loss)								
Other net rental income (loss)								
Intangible drilling costs/dry hole costs								
Self-charged passive interest expense								
Guaranteed payments								
Section 179 and carryover								
Disallowed section 179 expense								
Net income (loss)	<33,308.>							<33,308.>
First passive other								
Second passive other								
Cost depletion								
Percentage depletion								
Depletion carryover								
Disallowed due to 65% limitation								
Unreimbursed expenses (nonpassive)								
Nonpassive other								
Total Schedule E (page 2)	<33,308.>							<33,308.>
FORM 4797								
Section 1231 gain (loss)								
Section 179 recapture on disposition								
SCHEDULE D								
Net short-term cap. gain (loss)								
Net long-term cap. gain (loss)								
Section 1256 contracts & straddles								
FORM 4952								
Investment interest expense - Sch. A								
Other net investment income								
ITEMIZED DEDUCTIONS								
Charitable contributions								
Deductions related to portfolio income								
Other								

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12-12-06

INCOME FROM PASSTHROUGH STATEMENT, PAGE 2 2006

SCHEDULE E

Name SIMON BERNSTEIN **SSN/EIN** 371-32-5211

Passthrough CAMBRIDGE FINANCING COMPANY **ID** 35-2257332 TAXPAYER

S CORPORATION

OTHER PASSIVE	K-1 Input	Prior Year Unallowed Basis Loss	Disallowed Due to Basis Limitation	Prior Year Unallowed At-Risk Loss	Disallowed Due to At-Risk	Prior Year Passive Loss	Disallowed Passive Loss	Tax Return
INTEREST AND DIVIDENDS								
Interest income								
Interest from U.S. bonds								
Ordinary dividends								
Qualified dividends								
Tax-exempt interest income								
FORM 6251								
Depreciation adjustment after 12/31/86								
Adjusted gain or loss								
Beneficiary's AMT adjustment								
Depletion (other than oil)								
Other								
MISCELLANEOUS								
Self-employment earnings (loss)/Wages								
Gross farming & fishing inc								
Royalties								
Royalty expenses/depletion								
Undistributed capital gains credit								
Backup withholding								
Credit for estimated tax								
Cancellation of debt								
Medical insurance - 1040								
Dependent care benefits								
Retirement plans								
Qualified production activities income								
Passthrough adjustment to Form 1040								
Penalty on early withdrawal of savings								
NOL								
Other taxes/recapture of credits								
Credits								
Casualty and theft loss								

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12-04-06

INCOME FROM PASSTHROUGH STATEMENT, PAGE 1 2006

SCHEDULE E

Name SIMON BERNSTEIN **SSN/EIN** 371-32-5211

Passthrough NATIONAL SERVICE ASSOCIATION INC **ID** 36-3307282 TAXPAYER

S CORPORATION

NONPASSIVE	K-1 Input	Prior Year Unallowed Basis Loss	Disallowed Due to Basis Limitation	Prior Year Unallowed At-Risk Loss	Disallowed Due to At-Risk	Prior Year Passive Loss	Disallowed Passive Loss	Tax Return
SCHEDULE E, PAGE 2								
Ordinary business income (loss)	<17.>							
Rental real estate income (loss)								
Other net rental income (loss)								
Intangible drilling costs/dry hole costs								
Self-charged passive interest expense								
Guaranteed payments								
Section 179 and carryover								
Disallowed section 179 expense								
Net income (loss)	<17.>							<17.>
First passive other								
Second passive other								
Cost depletion								
Percentage depletion								
Depletion carryover								
Disallowed due to 65% limitation								
Unreimbursed expenses (nonpassive)								
Nonpassive other								
Total Schedule E (page 2)	<17.>							<17.>
FORM 4797								
Section 1231 gain (loss)								
Section 179 recapture on disposition								
SCHEDULE D								
Net short-term cap. gain (loss)								
Net long-term cap. gain (loss)								
Section 1256 contracts & straddles								
FORM 4952								
Investment interest expense - Sch. A								
Other net investment income								
ITEMIZED DEDUCTIONS								
Charitable contributions								
Deductions related to portfolio income								
Other								

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12-12-06

INCOME FROM PASSTHROUGH STATEMENT, PAGE 2 2006

SCHEDULE E

Name SIMON BERNSTEIN **SSN/EIN** 371-32-5211

Passthrough NATIONAL SERVICE ASSOCIATION INC **ID** 36-3307282 TAXPAYER

S CORPORATION

NONPASSIVE	K-1 Input	Prior Year Unallowed Basis Loss	Disallowed Due to Basis Limitation	Prior Year Unallowed At-Risk Loss	Disallowed Due to At-Risk	Prior Year Passive Loss	Disallowed Passive Loss	Tax Return
INTEREST AND DIVIDENDS								
Interest income								
Interest from U.S. bonds								
Ordinary dividends								
Qualified dividends								
Tax-exempt interest income								
FORM 6251								
Depreciation adjustment after 12/31/86								
Adjusted gain or loss								
Beneficiary's AMT adjustment								
Depletion (other than oil)								
Other								
MISCELLANEOUS								
Self-employment earnings (loss)/Wages								
Gross farming & fishing inc								
Royalties								
Royalty expenses/depletion								
Undistributed capital gains credit								
Backup withholding								
Credit for estimated tax								
Cancellation of debt								
Medical insurance - 1040								
Dependent care benefits								
Retirement plans								
Qualified production activities income								
Passthrough adjustment to Form 1040								
Penalty on early withdrawal of savings								
NOL								
Other taxes/recapture of credits								
Credits								
Casualty and theft loss								

621552
12-04-06

TS001017

INCOME FROM PASSTHROUGH STATEMENT, PAGE 1 — 2006

SCHEDULE E

Name SIMON BERNSTEIN — **SSN/EIN** 371-32-5211

Passthrough LIC HOLDINGS INC — **ID** 20-5290314

S CORPORATION — TAXPAYER

NONPASSIVE	K-1 Input	Prior Year Unallowed Basis Loss	Disallowed Due to Basis Limitation	Prior Year Unallowed At-Risk Loss	Disallowed Due to At-Risk	Prior Year Passive Loss	Disallowed Passive Loss	Tax Return
SCHEDULE E, PAGE 2								
Ordinary business income (loss)	488,333.							
Rental real estate income (loss)								
Other net rental income (loss)								
Intangible drilling costs/dry hole costs								
Self-charged passive interest expense								
Guaranteed payments								
Section 179 and carryover	21,101.							
Disallowed section 179 expense								
Net income (loss)	467,232.							467,232.
First passive other								
Second passive other								
Cost depletion								
Percentage depletion								
Depletion carryover								
Disallowed due to 65% limitation								
Unreimbursed expenses (nonpassive)								
Nonpassive other								
Total Schedule E (page 2)	467,232.							467,232.
FORM 4797								
Section 1231 gain (loss)								
Section 179 recapture on disposition								
SCHEDULE D								
Net short-term cap. gain (loss)								
Net long-term cap. gain (loss)								
Section 1256 contracts & straddles								
FORM 4952								
Investment interest expense - Sch. A								
Other net investment income								
ITEMIZED DEDUCTIONS								
Charitable contributions								
Deductions related to portfolio income								
Other								

621551
12-12-06

INCOME FROM PASSTHROUGH STATEMENT, PAGE 2 2006

SCHEDULE E

Name SIMON BERNSTEIN **SSN/EIN** 371-32-5211

Passthrough LIC HOLDINGS INC **ID** 20-5290314 TAXPAYER

S CORPORATION

NONPASSIVE	K-1 Input	Prior Year Unallowed Basis Loss	Disallowed Due to Basis Limitation	Prior Year Unallowed At-Risk Loss	Disallowed Due to At-Risk	Prior Year Passive Loss	Disallowed Passive Loss	Tax Return
INTEREST AND DIVIDENDS								
Interest income	2,299.							2,299.
Interest from U.S. bonds								
Ordinary dividends								
Qualified dividends								
Tax-exempt interest income								
FORM 6251								
Depreciation adjustment after 12/31/86	<350.>							<350.>
Adjusted gain or loss								
Beneficiary's AMT adjustment								
Depletion (other than oil)								
Other								
MISCELLANEOUS								
Self-employment earnings (loss)/Wages								
Gross farming & fishing inc								
Royalties								
Royalty expenses/depletion								
Undistributed capital gains credit								
Backup withholding								
Credit for estimated tax								
Cancellation of debt								
Medical insurance - 1040								
Dependent care benefits								
Retirement plans								
Qualified production activities income								
Passthrough adjustment to Form 1040								
Penalty on early withdrawal of savings								
NOL								
Other taxes/recapture of credits								
Credits								
Casualty and theft loss								

621552
12-04-06

Form **1116**

Department of the Treasury
Internal Revenue Service (99)

Foreign Tax Credit

(Individual, Estate, or Trust)

▶ Attach to Form 1040, 1040NR, 1041, or 990-T.

OMB No. 1545-0121

2006

Attachment Sequence No. **19**

Name	Identifying number as shown on page 1 of your tax return
SIMON & SHIRLEY BERNSTEIN	371-32-5211

Use a separate Form 1116 for each category of income listed below. See **Categories of Income** on page 3 of the instructions. Check only one box on each Form 1116. Report all amounts in U.S. dollars except where specified in Part II below.

a [X] Passive income
b [ ] High withholding tax interest
c [ ] Financial services income
d [ ] Shipping income
e [ ] Dividends from a DISC or former DISC
f [ ] Certain distributions from a foreign sales corporation (FSC) or former FSC
g [ ] Lump-sum distributions
h [ ] Section 901(j) income
i [ ] Certain income re-sourced by treaty
j [ ] General limitation income

k Resident of (name of country) ▶ USA

Note: *If you paid taxes to only one foreign country or U.S. possession, use column A in Part I and line A in Part II. If you paid taxes to* **more than one** *foreign country or U.S. possession, use a separate column and line for each country or possession.*

Part I Taxable Income or Loss From Sources Outside the United States (for Category Checked Above)

	Foreign Country or U.S. Possession A	B	C	Total (Add cols. A, B, and C.)
1 Enter the name of the foreign country or U.S. possession ▶	VARIOUS			
1a Gross income from sources within country shown above and of the type checked above:	14,385.			1a 14,385.
b Check if line 1a is compensation for personal services as an employee, your total compensation from all sources is $250,000 or more, and you used an alternative basis to determine its source (see instructions) ▶ [ ]				
Deductions and losses (**Caution:** *See pages 13 and 14 of the instructions):*				
2 Expenses **definitely related** to the income on line 1a (attach statement)				
3 Pro rata share of other deductions **not definitely related:**				
a Certain itemized deductions or standard deduction	28,278.			
b Other deductions (attach statement)				
c Add lines 3a and 3b	28,278.			
d Gross foreign source income	14,385.			
e Gross income from all sources	1,455,455.			
f Divide line 3d by line 3e	.009884			
g Multiply line 3c by line 3f	279.			
4 Pro rata share of interest expense:				
a Home mortgage interest (use worksheet on page 13 of the instructions)	729.			
b Other interest expense				
5 Losses from foreign sources				
6 Add lines 2, 3g, 4a, 4b, and 5	1,008.			6 1,008.
7 Subtract line 6 from line 1a. Enter the result here and on line 14, page 2 ▶				7 13,377.

Part II Foreign Taxes Paid or Accrued

SEE STATEMENT 24

Country	Credit is claimed for taxes (you must check one) (m) [X] Paid (n) [ ] Accrued — (o) Date paid or accrued	Foreign taxes paid or accrued: In foreign currency — Taxes withheld at source on: (p) Dividends	(q) Rents and royalties	(r) Interest	(s) Other foreign taxes paid or accrued	In U.S. dollars — Taxes withheld at source on: (t) Dividends	(u) Rents and royalties	(v) Interest	(w) Other foreign taxes paid or accrued	(x) Total foreign taxes paid or accrued (add cols. (t) through (w))
A	12/31/06					693.			313.	1,006.
B										
C										
8 Add lines A through C, column (x). Enter the total here and on line 9, page 2 ▶									8	1,006.

Part III Figuring the Credit

9	Enter the amount from line 8. These are your total foreign taxes paid or accrued for the category of income checked above Part I	9	1,006.	
10	Carryback or carryover (attach detailed computation)	10		
11	Add lines 9 and 10	11	1,006.	
12	Reduction in foreign taxes	12		
13	Subtract line 12 from line 11. This is the total amount of foreign taxes available for credit			13 1,006.
14	Enter the amount from line 7. This is your taxable income or (loss) from sources outside the United States (before adjustments) for the category of income checked above Part I	14	13,377.	
15	Adjustments to line 14	15		
16	Combine the amounts on lines 14 and 15. This is your net foreign source taxable income. (If the result is zero or less, you have no foreign tax credit for the category of income you checked above Part I. Skip lines 17 through 21. However, if you are filing more than one Form 1116, you must complete line 19.)	16	13,377.	
17	**Individuals:** Enter the amount from Form 1040, line 41 (minus any amount on Form 8914, line 6). If you are a nonresident alien, enter the amount from Form 1040NR, line 38 (minus any amount on Form 8914, line 6). **Estates and trusts:** Enter your taxable income without the deduction for your exemption SEE STATEMENT 25	17	1,089,581.	
	Caution: *If you figured your tax using the lower rates on qualified dividends or capital gains, see instructions.*			
18	Divide line 16 by line 17. If line 16 is more than line 17, enter "1"			18 .012277
19	**Individuals:** Enter the amount from Form 1040, line 44. If you are a nonresident alien, enter the amount from Form 1040NR, line 41. **Estates and trusts:** Enter the amount from Form 1041, Schedule G, line 1a, or the total of Form 990-T, lines 36 and 37			19 353,833.
	Caution: *If you are completing line 19 for separate category g (lump-sum distributions), see pg. 18 of the instructions.*			
20	Multiply line 19 by line 18 (maximum amount of credit)			20 4,344.
21	Enter the **smaller** of line 13 or line 20. If this is the only Form 1116 you are filing, skip lines 22 through 30 and enter this amount on line 31. Otherwise, complete the appropriate line in Part IV ▶			21 1,006.

Part IV Summary of Credits From Separate Parts III

22	Credit for taxes on passive income	22		
23	Credit for taxes on high withholding tax interest	23		
24	Credit for taxes on financial services income	24		
25	Credit for taxes on shipping income	25		
26	Credit for taxes on dividends from a DISC or former DISC and certain distributions from a FSC or former FSC	26		
27	Credit for taxes on lump-sum distributions	27		
28	Credit for taxes on certain income re-sourced by treaty	28		
29	Credit for taxes on general limitation income	29		
30	Add lines 22 through 29			30
31	Enter the **smaller** of line 19 or line 30			31 1,006.
32	Reduction of credit for international boycott operations			32
33	Subtract line 32 from line 31. This is your **foreign tax credit.** Enter here and on Form 1040, line 47; Form 1040NR, line 44; Form 1041, Schedule G, line 2a; or Form 990-T, line 40a ▶			33 1,006.

Form **4797**
Department of the Treasury
Internal Revenue Service (99)

Sales of Business Property
(Also Involuntary Conversions and Recapture Amounts Under Sections 179 and 280F(b)(2))
▶ Attach to your tax return. ▶ See separate instructions.

OMB No. 1545-0184
2006
Attachment Sequence No. **27**

Name(s) shown on return: SIMON & SHIRLEY BERNSTEIN

Identifying number: 371-32-5211

1 Enter the gross proceeds from sales or exchanges reported to you for 2006 on Form(s) 1099-B or 1099-S (or substitute statement) that you are including on line 2, 10, or 20 1

Part I **Sales or Exchanges of Property Used in a Trade or Business and Involuntary Conversions From Other Than Casualty or Theft-Most Property Held More Than 1 Year** (see instructions)

2 (a) Description of property	(b) Date acquired (mo., day, yr.)	(c) Date sold (mo., day, yr.)	(d) Gross sales price	(e) Depreciation allowed or allowable since acquisition	(f) Cost or other basis, plus improvements and expense of sale	(g) Gain or (loss) Subtract (f) from the sum of (d) and (e)
EVERGREEN PRIVATE INVESTMENTS FUNDS						254.

3	Gain, if any, from Form 4684, line 42	3	
4	Section 1231 gain from installment sales from Form 6252, line 26 or 37	4	
5	Section 1231 gain or (loss) from like-kind exchanges from Form 8824	5	
6	Gain, if any, from line 32, from other than casualty or theft	6	
7	Combine lines 2 through 6. Enter the gain or (loss) here and on the appropriate line as follows:	7	254.
	Partnerships (except electing large partnerships) and S corporations. Report the gain or (loss) following the instructions for Form 1065, Schedule K, line 10, or Form 1120S, Schedule K, line 9. Skip lines 8, 9, 11, and 12 below.		
	Individuals, partners, S corporation shareholders, and all others. If line 7 is zero or a loss, enter the amount from line 7 on line 11 below and skip lines 8 and 9. If line 7 is a gain and you did not have any prior year section 1231 losses, or they were recaptured in an earlier year, enter the gain from line 7 as a long-term capital gain on the Schedule D filed with your return and skip lines 8, 9, 11, and 12 below.		
8	Nonrecaptured net section 1231 losses from prior years (see instructions)	8	
9	Subtract line 8 from line 7. If zero or less, enter -0-. If line 9 is zero, enter the gain from line 7 on line 12 below. If line 9 is more than zero, enter the amount from line 8 on line 12 below and enter the gain from line 9 as a long-term capital gain on the Schedule D filed with your return (see instructions)	9	

Part II **Ordinary Gains and Losses** (see instructions)

10 Ordinary gains and losses not included on lines 11 through 16 (include property held 1 year or less):						

11	Loss, if any, from line 7	11	
12	Gain, if any, from line 7 or amount from line 8, if applicable	12	
13	Gain, if any, from line 31	13	
14	Net gain or (loss) from Form 4684, lines 34 and 41a	14	
15	Ordinary gain from installment sales from Form 6252, line 25 or 36	15	
16	Ordinary gain or (loss) from like-kind exchanges from Form 8824	16	
17	Combine lines 10 through 16	17	
18	For all except individual returns, enter the amount from line 17 on the appropriate line of your return and skip lines a and b below. For individual returns, complete lines a and b below:		
a	If the loss on line 11 includes a loss from Form 4684, line 38, column (b)(ii), enter that part of the loss here. Enter the part of the loss from income-producing property on Schedule A (Form 1040), line 27, and the part of the loss from property used as an employee on Schedule A (Form 1040), line 22. Identify as from "Form 4797, line 18a." See instructions	18a	
b	Redetermine the gain or (loss) on line 17 excluding the loss, if any, on line 18a. Enter here and on Form 1040, line 14	18b	

LHA **For Paperwork Reduction Act Notice, see separate instructions.** Form **4797** (2006)

618011/10-17-06

Part III Gain From Disposition of Property Under Sections 1245, 1250, 1252, 1254, and 1255 (see instructions)

19 (a) Description of section 1245, 1250, 1252, 1254, or 1255 property:	(b) Date acquired (mo., day, yr.)	(c) Date sold (mo., day, yr.)
A		
B		
C		
D		

	These columns relate to the properties on lines 19A through 19D. ▶		Property A	Property B	Property C	Property D
20	Gross sales price (**Note:** See line 1 before completing.)	20				
21	Cost or other basis plus expense of sale	21				
22	Depreciation (or depletion) allowed or allowable	22				
23	Adjusted basis. Subtract line 22 from line 21	23				
24	Total gain. Subtract line 23 from line 20	24				
25	**If section 1245 property:**					
a	Depreciation allowed or allowable from line 22	25a				
b	Enter the **smaller** of line 24 or 25a	25b				
26	**If section 1250 property:** If straight line depreciation was used, enter -0- on line 26g, except for a corporation subject to section 291.					
a	Additional depreciation after 1975 (see instructions)	26a				
b	Applicable percentage multiplied by the **smaller** of line 24 or line 26a (see instructions)	26b				
c	Subtract line 26a from line 24. If residential rental property **or** line 24 is not more than line 26a, skip lines 26d and 26e	26c				
d	Additional depreciation after 1969 and before 1976	26d				
e	Enter the **smaller** of line 26c or 26d	26e				
f	Section 291 amount (corporations only)	26f				
g	Add lines 26b, 26e, and 26f	26g				
27	**If section 1252 property:** Skip this section if you did not dispose of farmland or if this form is being completed for a partnership (other than an electing large partnership).					
a	Soil, water, and land clearing expenses	27a				
b	Line 27a multiplied by applicable percentage	27b				
c	Enter the **smaller** of line 24 or 27b	27c				
28	**If section 1254 property:**					
a	Intangible drilling and development costs, expenditures for development of mines and other natural deposits, and mining exploration costs (see instructions)	28a				
b	Enter the **smaller** of line 24 or 28a	28b				
29	**If section 1255 property:**					
a	Applicable percentage of payments excluded from income under section 126 (see instructions)	29a				
b	Enter the **smaller** of line 24 or 29a (see instructions)	29b				

Summary of Part III Gains. Complete property columns A through D through line 29b before going to line 30.

30	Total gains for all properties. Add property columns A through D, line 24	30	
31	Add property columns A through D, lines 25b, 26g, 27c, 28b, and 29b. Enter here and on line 13	31	
32	Subtract line 31 from line 30. Enter the portion from casualty or theft on Form 4684, line 36. Enter the portion from other than casualty or theft on Form 4797, line 6	32	

Part IV Recapture Amounts Under Sections 179 and 280F(b)(2) When Business Use Drops to 50% or Less (see instructions)

			(a) Section 179	(b) Section 280F(b)(2)
33	Section 179 expense deduction or depreciation allowable in prior years	33		
34	Recomputed depreciation (see instructions)	34		
35	Recapture amount. Subtract line 34 from line 33. See the instructions for where to report	35		

DOES NOT APPLY

Form **6251**

Department of the Treasury
Internal Revenue Service (99)

Alternative Minimum Tax - Individuals

▶ Attach to Form 1040 or Form 1040NR.

OMB No. 1545-0074

2006

Attachment Sequence No. **32**

Name(s) shown on Form 1040 or Form 1040NR

SIMON & SHIRLEY BERNSTEIN

Your social security number

371 32 5211

Part I Alternative Minimum Taxable Income

1	If filing Schedule A (Form 1040), enter the amount from Form 1040, line 41 (minus any amount on Form 8914, line 6), and go to line 2. Otherwise, enter the amount from Form 1040, line 38 (minus any amount on Form 8914, line 6), and go to line 7. (If less than zero, enter as a negative amount.)	1	1,174,107.
2	Medical and dental. Enter the **smaller** of Schedule A (Form 1040), line 4, **or** 2 1/2% of Form 1040, line 38	2	
3	Taxes from Schedule A (Form 1040), line 9	3	32,646.
4	Enter the home mortgage interest adjustment, if any, from line 6 of the worksheet on page 2 of the instructions	4	
5	Miscellaneous deductions from Schedule A (Form 1040), line 26	5	
6	If Form 1040, line 38, is over $150,500 (over $75,250 if married filing separately), enter the amount from line 11 of the **Itemized Deductions Worksheet** on page A-7 of the instructions for Schedule A (Form 1040)	6	<24,877.>
7	Tax refund from Form 1040, line 10 or line 21	7	
8	Investment interest expense (difference between regular tax and AMT)	8	<480.>
9	Depletion (difference between regular tax and AMT)	9	
10	Net operating loss deduction from Form 1040, line 21. Enter as a positive amount	10	
11	Interest from specified private activity bonds exempt from the regular tax SEE STATEMENT 27	11	480.
12	Qualified small business stock (7% of gain excluded under section 1202)	12	
13	Exercise of incentive stock options (excess of AMT income over regular tax income)	13	
14	Estates and trusts (amount from Schedule K-1 (Form 1041), box 12, code A)	14	
15	Electing large partnerships (amount from Schedule K-1 (Form 1065-B), box 6)	15	
16	Disposition of property (difference between AMT and regular tax gain or loss)	16	
17	Depreciation on assets placed in service after 1986 (difference between regular tax and AMT) STMT 28	17	<350.>
18	Passive activities (difference between AMT and regular tax income or loss) SEE STATEMENT 26	18	0.
19	Loss limitations (difference between AMT and regular tax income or loss)	19	
20	Circulation costs (difference between regular tax and AMT)	20	
21	Long-term contracts (difference between AMT and regular tax income)	21	
22	Mining costs (difference between regular tax and AMT)	22	
23	Research and experimental costs (difference between regular tax and AMT)	23	
24	Income from certain installment sales before January 1, 1987	24	
25	Intangible drilling costs preference	25	
26	Other adjustments, including income-based related adjustments	26	
27	Alternative tax net operating loss deduction	27	
28	**Alternative minimum taxable income.** Combine lines 1 through 27. (If married filing separately and line 28 is more than $200,100, see instructions)	28	1,181,526.

Part II Alternative Minimum Tax

29	Exemption. (If this form is for a child under age 18, see instructions.) **IF your filing status is** ... **AND line 28 is not over** ... **THEN enter on line 29** ... Single or head of household ... $112,500 ... $42,500 Married filing jointly or qualifying widow(er) ... 150,000 ... 62,550 Married filing separately ... 75,000 ... 31,275 If line 28 is **over** the amount shown above for your filing status, see instructions.	29	0.
30	Subtract line 29 from line 28. If more than zero **or** you are filing Form 2555 or 2555-EZ, go to line 31. If zero or less and you are not filing Form 2555 or 2555-EZ, enter -0- on lines 33 and 35 and skip the rest of Part II	30	1,181,526.
31	• If you are filing Form 2555 or 2555-EZ, see page 8 of the instructions for the amount to enter. • If you reported capital gain distributions directly on Form 1040, line 13; you reported qualified dividends on Form 1040, line 9b; **or** you had a gain on both lines 15 and 16 of Schedule D (Form 1040) (as refigured for the AMT, if necessary), complete Part III on page 2 and enter the amount from line 55 here. • **All others:** If line 30 is $175,000 or less ($87,500 or less if married filing separately), multiply line 30 by 26% (.26). Otherwise, multiply line 30 by 28% (.28) and subtract $3,500 ($1,750 if married filing separately) from the result.	31	308,098.
32	Alternative minimum tax foreign tax credit (see instructions)	32	1,006.
33	Tentative minimum tax. Subtract line 32 from line 31	33	307,092.
34	Tax from Form 1040, line 44 (minus any tax from Form 4972 and any foreign tax credit from Form 1040, line 47). If you used Sch J to figure your tax, the amount for line 44 of Form 1040 must be refigured without using Sch J	34	352,827.
35	**Alternative minimum tax.** Subtract line 34 from line 33. If zero or less, enter -0-. Enter here and on Form 1040, line 45	35	0.

Part III Tax Computation Using Maximum Capital Gains Rates

36	Enter the amount from Form 6251, line 30		36	1,181,526.
37	Enter the amount from line 6 of the Qualified Dividends and Capital Gain Tax Worksheet in the instructions for Form 1040, line 44, or the amount from line 13 of the Schedule D Tax Worksheet on page D-10 of the instructions for Schedule D (Form 1040), whichever applies (as refigured for the AMT, if necessary) (see the instructions)	37 147,924.		
38	Enter the amount from Schedule D (Form 1040), line 19 (as refigured for the AMT, if necessary) (see instructions)	38 7.		
39	If you did not complete a Schedule D Tax Worksheet for the regular tax or the AMT, enter the amount from line 37. Otherwise, add lines 37 and 38, and enter the **smaller** of that result or the amount from line 10 of the Schedule D Tax Worksheet (as refigured for the AMT, if necessary)	39 147,931.		
40	Enter the **smaller** of line 36 or line 39		40	147,931.
41	Subtract line 40 from line 36		41	1,033,595.
42	If line 41 is $175,000 or less ($87,500 or less if married filing separately), multiply line 41 by 26% (.26). Otherwise, multiply line 41 by 28% (.28) and subtract $3,500 ($1,750 if married filing separately) from the result	▶	42	285,907.
43	Enter: • $61,300 if married filing jointly or qualifying widow(er), • $30,650 if single or married filing separately, or • $41,050 if head of household.	43 61,300.		
44	Enter the amount from line 7 of the Qualified Dividends and Capital Gain Tax Worksheet in the instructions for Form 1040, line 44, or the amount from line 14 of the Schedule D Tax Worksheet on page D-10 of the instructions for Schedule D (Form 1040), whichever applies (as figured for the regular tax). If you did not complete either worksheet for the regular tax, enter -0-	44 1,023,983.		
45	Subtract line 44 from line 43. If zero or less, enter -0-	45 0.		
46	Enter the **smaller** of line 36 or line 37	46 147,924.		
47	Enter the **smaller** of line 45 or line 46	47		
48	Multiply line 47 by 5% (.05)	▶	48	
49	Subtract line 47 from line 46	49 147,924.		
50	Multiply line 49 by 15% (.15)	▶	50	22,189.
	If line 38 is zero or blank, skip lines 51 and 52 and go to line 53. Otherwise, go to line 51.			
51	Subtract line 46 from line 40	51 7.		
52	Multiply line 51 by 25% (.25)	▶	52	2.
53	Add lines 42, 48, 50, and 52		53	308,098.
54	If line 36 is $175,000 or less ($87,500 or less if married filing separately), multiply line 36 by 26% (.26). Otherwise, multiply line 36 by 28% (.28) and subtract $3,500 ($1,750 if married filing separately) from the result		54	327,327.
55	Enter the **smaller** of line 53 or line 54 here and on line 31		55	308,098.

ALTERNATIVE MINIMUM TAX RECONCILIATION REPORT

Name(s): SIMON & SHIRLEY BERNSTEIN

Social Security Number: 371-32-5211

Form Name	Description	Income	Adjustment				
			Form 6251, Line 16	Form 6251, Line 17	Form 6251, Line 18	Form 6251, Line 19	Form 6251 Other Adjustment
K1-	LIC HOLDINGS INC						
	* REGULAR INCOME	488,333.					
	DEPR ADJ	<350.>		<350.>			
	* AMT NET INCOME	487,983.		<350.>			
4797	EVERGREEN PRIVATE INVESTMENTS FUNDS						
	* REGULAR INCOME	254.					
	* AMT NET INCOME	254.					
K1-	EVERGREEN PRIVATE INVESTMENTS FUNDS						
	* REGULAR INCOME	1,506.					
	AMT ADJUSTMENTS	40.			40.		
	* AMT NET INCOME	1,546.			40.		
K1-	EVERGREEN PRIVATE INVESTMENT FUNDS						
	* REGULAR INCOME	<1,760.>					
	AMT ADJUSTMENTS	2.			2.		
	PAL DISALLOWED	<6,374.>			<6,374.>		
	AMT PAL DISALLOWED	6,332.			6,332.		
	* AMT NET INCOME	<1,800.>			<40.>		
	** TOTAL ADJ & PREF **			<350.>	0.		

619911
05-01-06

Form **1116**

Department of the Treasury
Internal Revenue Service (99)

ALTERNATIVE MINIMUM TAX
Foreign Tax Credit

(Individual, Estate, or Trust)
▶ Attach to Form 1040, 1040NR, 1041, or 990-T.

OMB No. 1545-0121

2006

Attachment Sequence No. **19**

Name: SIMON & SHIRLEY BERNSTEIN

Identifying number as shown on page 1 of your tax return: 371-32-5211

Use a separate Form 1116 for each category of income listed below. See **Categories of Income** on page 3 of the instructions. Check only one box on each Form 1116. Report all amounts in U.S. dollars except where specified in Part II below.

- a [X] Passive income
- b [ ] High withholding tax interest
- c [ ] Financial services income
- d [ ] Shipping income
- e [ ] Dividends from a DISC or former DISC
- f [ ] Certain distributions from a foreign sales corporation (FSC) or former FSC
- g [ ] Lump-sum distributions
- h [ ] Section 901(j) income
- i [ ] Certain income re-sourced by treaty
- j [ ] General limitation income

k Resident of (name of country) ▶ USA

Note: *If you paid taxes to only one foreign country or U.S. possession, use column A in Part I and line A in Part II. If you paid taxes to* **more than one** *foreign country or U.S. possession, use a separate column and line for each country or possession.*

Part I Taxable Income or Loss From Sources Outside the United States (for Category Checked Above)

	Foreign Country or U.S. Possession A	B	C		Total (Add cols. A, B, and C.)
l Enter the name of the foreign country or U.S. possession ▶	VARIOUS				
1a Gross income from sources within country shown above and of the type checked above:	14,385.			1a	14,385.
b Check if line 1a is compensation for personal services as an employee, your total compensation from all sources is $250,000 or more, and you used an alternative basis to determine its source (see instructions) ▶ [ ]					
Deductions and losses (**Caution:** *See pages 13 and 14 of the instructions):*					
2 Expenses **definitely related** to the income on line 1a (attach statement)					
3 Pro rata share of other deductions **not definitely related:**					
a Certain itemized deductions or standard deduction	48.				
b Other deductions (attach statement)					
c Add lines 3a and 3b	48.				
d Gross foreign source income	14,385.				
e Gross income from all sources	1,455,935.				
f Divide line 3d by line 3e	.009880				
g Multiply line 3c by line 3f					
4 Pro rata share of interest expense:					
a Home mortgage interest (use worksheet on page 13 of the instructions)	843.				
b Other interest expense					
5 Losses from foreign sources					
6 Add lines 2, 3g, 4a, 4b, and 5	843.			6	843.
7 Subtract line 6 from line 1a. Enter the result here and on line 14, page 2 ▶				7	13,542.

Part II Foreign Taxes Paid or Accrued

Country	Credit is claimed for taxes (you must check one) (m) [X] Paid (n) [ ] Accrued	Foreign taxes paid or accrued: In foreign currency				In U.S. dollars				
		Taxes withheld at source on:			(s) Other foreign taxes paid or accrued	Taxes withheld at source on:			(w) Other foreign taxes paid or accrued	(x) Total foreign taxes paid or accrued (add cols. (t) through (w))
	(o) Date paid or accrued	(p) Dividends	(q) Rents and royalties	(r) Interest		(t) Dividends	(u) Rents and royalties	(v) Interest		
A	12/31/06					693.			313.	1,006.
B										
C										

8 Add lines A through C, column (x). Enter the total here and on line 9, page 2 ▶ 8 1,006.

LHA **For Paperwork Reduction Act Notice, see separate instructions.**

611501
12-02-06

Form **1116** (2006)

ALTERNATIVE MINIMUM TAX

Form 1116 (2006) SIMON & SHIRLEY BERNSTEIN 371-32-5211 Page 2

Part III Figuring the Credit

9	Enter the amount from line 8. These are your total foreign taxes paid or accrued for the category of income checked above Part I	9	1,006.	
10	Carryback or carryover (attach detailed computation)	10		
11	Add lines 9 and 10	11	1,006.	
12	Reduction in foreign taxes	12		
13	Subtract line 12 from line 11. This is the total amount of foreign taxes available for credit			13 1,006.
14	Enter the amount from line 7. This is your taxable income or (loss) from sources outside the United States (before adjustments) for the category of income checked above Part I	14	13,542.	
15	Adjustments to line 14	15		
16	Combine the amounts on lines 14 and 15. This is your net foreign source taxable income. (If the result is zero or less, you have no foreign tax credit for the category of income you checked above Part I. Skip lines 17 through 21. However, if you are filing more than one Form 1116, you must complete line 19.)	16	13,542.	
17	**Individuals:** Enter the amount from Form 1040, line 41 (minus any amount on Form 8914, line 6). If you are a nonresident alien, enter the amount from Form 1040NR, line 38 (minus any amount on Form 8914, line 6). **Estates and trusts:** Enter your taxable income without the deduction for your exemption SEE STATEMENT 29	17	1,112,844.	
	Caution: *If you figured your tax using the lower rates on qualified dividends or capital gains, see instructions.*			
18	Divide line 16 by line 17. If line 16 is more than line 17, enter "1"			18 .012169
19	**Individuals:** Enter the amount from Form 1040, line 44. If you are a nonresident alien, enter the amount from Form 1040NR, line 41. **Estates and trusts:** Enter the amount from Form 1041, Schedule G, line 1a, or the total of Form 990-T, lines 36 and 37			19 308,098.
	Caution: *If you are completing line 19 for separate category g (lump-sum distributions), see pg. 18 of the instructions.*			
20	Multiply line 19 by line 18 (maximum amount of credit)			20 3,749.
21	Enter the **smaller** of line 13 or line 20. If this is the only Form 1116 you are filing, skip lines 22 through 30 and enter this amount on line 31. Otherwise, complete the appropriate line in Part IV ▶			21 1,006.

Part IV Summary of Credits From Separate Parts III

22	Credit for taxes on passive income	22	
23	Credit for taxes on high withholding tax interest	23	
24	Credit for taxes on financial services income	24	
25	Credit for taxes on shipping income	25	
26	Credit for taxes on dividends from a DISC or former DISC and certain distributions from a FSC or former FSC	26	
27	Credit for taxes on lump-sum distributions	27	
28	Credit for taxes on certain income re-sourced by treaty	28	
29	Credit for taxes on general limitation income	29	
30	Add lines 22 through 29		30
31	Enter the **smaller** of line 19 or line 30		31 1,006.
32	Reduction of credit for international boycott operations		32
33	Subtract line 32 from line 31. This is your **foreign tax credit.** Enter here and on Form 1040, line 47; Form 1040NR, line 44; Form 1041, Schedule G, line 2a; or Form 990-T, line 40a ▶		33 1,006.

Form **1116** (2006)

611511
12-02-06

Form **4952**

Department of the Treasury
Internal Revenue Service (99)

Investment Interest Expense Deduction

▶ Attach to your tax return.

OMB No. 1545-0191

2006

Attachment Sequence No. **51**

Name(s) shown on return

SIMON & SHIRLEY BERNSTEIN

Identifying number

371-32-5211

Part I Total Investment Interest Expense

1	Investment interest expense paid or accrued in 2006 (see instructions) SEE STATEMENT 30		1	94,355.
2	Disallowed investment interest expense from 2005 Form 4952, line 7		2	9,308.
3	**Total investment interest expense.** Add lines 1 and 2		3	103,663.

Part II Net Investment Income

4a	Gross income from property held for investment (excluding any net gain from the disposition of property held for investment) STMT 31	4a	44,230.		
b	Qualified dividends included on line 4a	4b	14,628.		
c	Subtract line 4b from line 4a			4c	29,602.
d	Net gain from the disposition of property held for investment	4d	164,475.		
e	Enter the **smaller** of line 4d or your net capital gain from the disposition of property held for investment	4e	133,049.		
f	Subtract line 4e from line 4d			4f	31,426.
g	Enter the amount from lines 4b and 4e that you elect to include in investment income (see instructions)			4g	
h	Investment income. Add lines 4c, 4f, and 4g			4h	61,028.
5	Investment expenses (see instructions) SEE STATEMENT 32			5	48.
6	**Net investment income.** Subtract line 5 from line 4h. If zero or less, enter -0-			6	60,980.

Part III Investment Interest Expense Deduction

7	Disallowed investment interest expense to be carried forward to 2007. Subtract line 6 from line 3. If zero or less, enter -0- SEE STATEMENT 33	7	42,683.
8	**Investment interest expense deduction.** Enter the **smaller** of line 3 or 6. See instructions	8	60,980.

ALTERNATIVE MINIMUM TAX

Form **4952**

Department of the Treasury
Internal Revenue Service (99)

Investment Interest Expense Deduction

▶ Attach to your tax return.

OMB No. 1545-0191

2006

Attachment Sequence No. **51**

Name(s) shown on return

SIMON & SHIRLEY BERNSTEIN

Identifying number

371-32-5211

Part I Total Investment Interest Expense

1	Investment interest expense paid or accrued in 2006 (see instructions) SEE STATEMENT 34		1	94,355.
2	Disallowed investment interest expense from 2005 Form 4952, line 7		2	9,308.
3	**Total investment interest expense.** Add lines 1 and 2		3	103,663.

Part II Net Investment Income

4a	Gross income from property held for investment (excluding any net gain from the disposition of property held for investment)	4a	44,710.		
b	Qualified dividends included on line 4a	4b	14,628.		
c	Subtract line 4b from line 4a			4c	30,082.
d	Net gain from the disposition of property held for investment	4d	164,475.		
e	Enter the **smaller** of line 4d or your net capital gain from the disposition of property held for investment	4e	133,049.		
f	Subtract line 4e from line 4d			4f	31,426.
g	Enter the amount from lines 4b and 4e that you elect to include in investment income (see instructions)			4g	
h	Investment income. Add lines 4c, 4f, and 4g			4h	61,508.
5	Investment expenses (see instructions)			5	48.
6	**Net investment income.** Subtract line 5 from line 4h. If zero or less, enter -0-			6	61,460.

Part III Investment Interest Expense Deduction

7	Disallowed investment interest expense to be carried forward to 2007. Subtract line 6 from line 3. If zero or less, enter -0-	7	42,203.
8	**Investment interest expense deduction.** Enter the **smaller** of line 3 or 6. See instructions	8	61,460.

REGULAR FORM 4952, LINE 8	60,980.
LESS RECOMPUTED FORM 4952, LINE 8	61,460.
INTEREST ADJUSTMENT - FORM 6251, LINE 8	<480.>

Form **4562**

Department of the Treasury
Internal Revenue Service

Depreciation and Amortization
(Including Information on Listed Property) SUMMARY

▶ See separate instructions. ▶ Attach to your tax return.

OMB No. 1545-0172

2006

Attachment Sequence No. **67**

Name(s) shown on return	Business or activity to which this form relates	Identifying number
SIMON & SHIRLEY BERNSTEIN	ALL BUSINESS ACTIVITIES	371-32-5211

Part I **Election To Expense Certain Property Under Section 179** *Note: If you have any listed property, complete Part V before you complete Part I.*

1	Maximum amount. See the instructions for a higher limit for certain businesses	1	108,000.
2	Total cost of section 179 property placed in service (see instructions)	2	0.
3	Threshold cost of section 179 property before reduction in limitation	3	430,000.
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	0.
5	Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions	5	108,000.

6 (a) Description of property	(b) Cost (business use only)	(c) Elected cost
TOTAL ALLOWABLE PASS-THROUGH SECTION 179 EXPENSE		58,571.

7	Listed property. Enter the amount from line 29	7		
8	Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7	8		58,571.
9	Tentative deduction. Enter the **smaller** of line 5 or line 8	9		58,571.
10	Carryover of disallowed deduction from line 13 of your 2005 Form 4562	10		
11	Business income limitation. Enter the smaller of business income (not less than zero) or line 5	11		108,000.
12	Section 179 expense deduction. Add lines 9 and 10, but do not enter more than line 11	12		58,571.
13	Carryover of disallowed deduction to 2007. Add lines 9 and 10, less line 12 ▶	13		

Note: *Do not use Part II or Part III below for listed property. Instead, use Part V.*

Part II **Special Depreciation Allowance and Other Depreciation (Do not include listed property.)**

14	Special allowance for qualified New York Liberty or Gulf Opportunity Zone property (other than listed property) placed in service during the tax year	14	
15	Property subject to section 168(f)(1) election	15	
16	Other depreciation (including ACRS)	16	

Part III **MACRS Depreciation (Do not include listed property.)** (See instructions.)

Section A

17	MACRS deductions for assets placed in service in tax years beginning before 2006	17	
18	If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here ▶ ☐		

Section B - Assets Placed in Service During 2006 Tax Year Using the General Depreciation System

	(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only - see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a	3-year property						
b	5-year property						
c	7-year property						
d	10-year property						
e	15-year property						
f	20-year property						
g	25-year property			25 yrs.		S/L	
h	Residential rental property	/		27.5 yrs.	MM	S/L	
		/		27.5 yrs.	MM	S/L	
i	Nonresidential real property	/		39 yrs.	MM	S/L	
		/			MM	S/L	

Section C - Assets Placed in Service During 2006 Tax Year Using the Alternative Depreciation System

20a	Class life					S/L	
b	12-year			12 yrs.		S/L	
c	40-year	/		40 yrs.	MM	S/L	

Part IV **Summary** (see instructions)

21	Listed property. Enter amount from line 28	21	
22	**Total.** Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations - see instr.	22	
23	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	23	

Form **8621** (Rev. December 2004)
Department of the Treasury
Internal Revenue Service

Return by a Shareholder of a Passive Foreign Investment Company or Qualified Electing Fund

▶ See separate instructions.

OMB No. 1545-1002

Attachment Sequence No. 69

Name of shareholder	Identifying number (see page 2 of instructions)
SIMON BERNSTEIN	371-32-5211
Number, street, and room or suite no. (If a P.O. box, see page 2 of instructions.) 7020 LIONS HEAD LANE	Shareholder tax year: calendar year 2006 or other tax year beginning , and ending ,
City or town, state, and ZIP code or country BOCA RATON, FL 33496	

Check type of shareholder filing the return: [X] Individual [ ] Corporation [ ] Partnership [ ] S Corporation [ ] Nongrantor Trust [ ] Estate

Name of passive foreign investment company (PFIC) or qualified electing fund (QEF)	Employer identification number (if any)
SEE ATTACHED SCHEDULES	
Address (Enter number, street, city or town, and country.)	Tax year of company or fund: calendar year 2006 or other tax year beginning , and ending ,

Part I Elections (See instructions.)

A [ ] **Election To Treat the PFIC as a QEF.** I, a shareholder of a PFIC, elect to treat the PFIC as a QEF. *Complete lines 1a through 2c of Part II.*

B [ ] **Deemed Sale Election.** I, a shareholder on the first day of a PFIC's first tax year as a QEF, elect to recognize gain on the deemed sale of my interest in the PFIC. *Enter gain or loss on line 10f of Part IV.*

C [ ] **Deemed Dividend Election.** I, a shareholder on the first day of a PFIC's first tax year as a QEF that is a controlled foreign corporation (CFC), elect to treat an amount equal to my share of the post-1986 earnings and profits of the CFC as an excess distribution. *Enter this amount on line 10e of Part IV.*

D [ ] **Election To Extend Time For Payment of Tax.** I, a shareholder of a QEF, elect to extend the time for payment of tax on the undistributed earnings and profits of the QEF until this election is terminated. *Complete lines 3a through 4c of Part II to calculate the tax that may be deferred.* **Note:** *If any portion of line 1a or line 2a of Part II is includible under section 551 or 951, you may* **not** *make this election. Also, see sections 1294(c) and 1294(f) and the related regulations for events that terminate this election.*

E [ ] **Election To Recognize Gain on Deemed Sale of PFIC.** I, a shareholder of a former PFIC or a PFIC to which section 1279(e) applies, elect to treat as an excess distribution the gain recognized on the deemed sale of my interest in the PFIC, or, if I qualify, my share of the PFIC's post-1986 earnings and profits deemed distributed, on the last day of its last tax year as a PFIC under section 1297(a). *Enter gain on line 10f of Part IV.*

F [ ] **Election to Mark-to-Market PFIC Stock.** I, a shareholder of a PFIC, elect to mark-to-market the PFIC stock that is marketable within the meaning of section 1296(e). *Complete Part III.*

Part II Income From a Qualified Electing Fund (QEF).

All QEF shareholders complete lines 1a through 2c. If you are making Election D, also complete lines 3a through 4c. (See page 5 of instructions.)

1 a	Enter your pro rata share of the ordinary earnings of the QEF	1a		
b	Enter the portion of line 1a that is included in income under section 551 or 951 or that may be excluded under section 1293(g)	1b		
c	Subtract line 1b from line 1a. Enter this amount on your tax return as dividend income			1c
2 a	Enter your pro rata share of the total net capital gain of the QEF	2a		
b	Enter the portion of line 2a that is included in income under section 551 or 951 or that may be excluded under section 1293(g)	2b		
c	Subtract line 2b from line 2a. This amount is a net long-term capital gain. Enter this amount in Part II of the Schedule D used for your income tax return. (See instructions.)			2c
3 a	Add lines 1c and 2c			3a
b	Enter the total amount of cash and the fair market value of other property distributed or deemed distributed to you during the tax year of the QEF. (See instructions.)	3b		
c	Enter the portion of line 3a not already included in line 3b that is attributable to shares in the QEF that you disposed of, pledged, or otherwise transferred during the tax year	3c		
d	Add lines 3b and 3c			3d
e	Subtract line 3d from line 3a, and enter the difference (if zero or less, enter amount in brackets)			3e
	Important: *If line 3e is greater than zero, and no portion of line 1a or 2a is includible in income under section 551 or 951, you may make Election D with respect to the amount on line 3e.*			
4 a	Enter the total tax for the tax year (See instructions.)	4a		
b	Enter the total tax for the tax year determined without regard to the amount entered on line 3e	4b		
c	Subtract line 4b from line 4a. **This is the deferred tax, the time for payment of which is extended by making Election D. See instructions**			4c

Part III Gain or (Loss) From Mark-to-Market Election (See page 5 of instructions.)

5	Enter the fair market value of your PFIC stock at the end of the tax year	5	
6	Enter your adjusted basis in the stock at the end of the tax year	6	
7	**Excess.** Subtract line 6 from line 5. If a gain, **stop here.** Include this amount as ordinary income on your tax return. If a loss, go to line 8	7	
8	Enter any unreversed inclusions (as defined in section 1296(d)). See instructions.	8	
9	Enter the smaller of line 7 or line 8. Include this amount as an ordinary loss on your tax return	9	

Part IV Distributions From and Disposition of Stock of a Section 1291 Fund (See page 6 of instructions.)
Complete a **separate** *Part IV for each excess distribution (see instructions).*

10 a	Enter your total distributions from the section 1291 fund during the current tax year with respect to the applicable stock. If the holding period of the stock began in the current tax year, see instructions	10a	
b	Enter the total distributions (reduced by the portions of such distributions that were excess distributions but not included in income under section 1291(a)(1)(B)) made by the fund with respect to the applicable stock for each of the 3 years preceding the current tax year (or if shorter, the portion of the shareholder's holding period before the current tax year)	10b	
c	Divide line 10b by 3. (See instructions if the number of preceding tax years is less than 3.)	10c	
d	Multiply line 10c by 125% (1.25)	10d	
e	Subtract line 10d from line 10a. This amount, if more than zero, is the excess distribution with respect to the applicable stock. If zero or less and you did not dispose of stock during the tax year, **do not** complete the rest of Part IV. See instructions if you received more than one distribution during the current tax year. Also, see instructions for rules for reporting a nonexcess distribution on your income tax return	10e	
f	Enter gain or loss from the disposition of stock of a section 1291 fund or former section 1291 fund. If a gain, complete line 11. If a loss, show it in brackets and **do not** complete line 11	10f	
11 a	Attach a statement for each distribution and disposition. Show your holding period for each share of stock or block of shares held. Allocate the excess distribution to each day in your holding period. Add all amounts that are allocated to days in each tax year.		
b	Enter the total of the amounts determined in line 11a that are allocable to the current tax year and tax years before the foreign corporation became a PFIC (pre-PFIC tax years). Enter these amounts on your income tax return as other income	11b	
c	Enter the aggregate increases in tax (before credits) for each tax year in your holding period (other than the current tax year and pre-PFIC years). (See instructions.)	11c	
d	Foreign tax credit. (See instructions.)	11d	
e	Subtract line 11d from line 11c. Enter this amount on your income tax return as "additional tax." (See instructions.)	11e	
f	Determine interest on each net increase in tax determined on line 11e using the rates and methods of section 6621. Enter the aggregate amount of interest here. (See instructions.)	11f	

Part V Status of Prior Year Section 1294 Elections and Termination of Section 1294 Elections
Complete a separate column for each outstanding election. Complete lines 9 and 10 only if there is a partial termination of the section 1294 election.

	(i)	(ii)	(iii)	(iv)	(v)	(vi)
1 Tax year of outstanding election						
2 Undistributed earnings to which the election relates						
3 Deferred tax						
4 Interest accrued on deferred tax (line 3) as of the filing date						
5 Event terminating election						
6 Earnings distributed or deemed distributed during the tax year						
7 Deferred tax due with this return						
8 Accrued interest due with this return						
9 Deferred tax outstanding after partial termination of election						
10 Interest accrued after partial termination of election						

Form **6781**
Department of the Treasury
Internal Revenue Service

Gains and Losses From Section 1256 Contracts and Straddles

▶ Attach to your tax return.

OMB No. 1545-0644
2006
Attachment Sequence No. **82**

Name(s) shown on tax return: SIMON & SHIRLEY BERNSTEIN

Identifying number: 371-32-5211

Check all applicable boxes (see instructions). A ☐ Mixed straddle election C ☐ Mixed straddle account election
B ☐ Straddle-by-straddle identification election D ☐ Net section 1256 contracts loss election

Part I Section 1256 Contracts Marked to Market

	(a) Identification of account	(b) (Loss)	(c) Gain
1	SEE STATEMENT 35		
2	Add the amounts on line 1 in columns (b) and (c)	2 (982.)	
3	Net gain or (loss). Combine line 2, columns (b) and (c)	3	<982.>
4	Form 1099-B adjustments. See instructions and attach schedule	4	
5	Combine lines 3 and 4	5	<982.>
	Note: *If line 5 shows a net gain, skip line 6 and enter the gain on line 7. Partnerships and S corporations, see instructions.*		
6	If you have a net section 1256 contracts loss and checked box D above, enter the amount of loss to be carried back. Enter the loss as a positive number	6	
7	Combine lines 5 and 6	7	<982.>
8	**Short-term capital gain or (loss).** Multiply line 7 by 40% (.40). Enter here and include on the appropriate line of Schedule D (see instructions)	8	<393.>
9	**Long-term capital gain or (loss).** Multiply line 7 by 60% (.60). Enter here and include on the appropriate line of Schedule D (see instructions)	9	<589.>

Part II Gains and Losses From Straddles. Attach a separate schedule listing each straddle and its components.

Section A - Losses From Straddles

	(a) Description of property	(b) Date entered into or acquired / (c) Date closed out or sold (Mo. Day Yr.)	(d) Gross sales price	(e) Cost or other basis plus expense of sale	(f) Loss. If column (e) is more than (d), enter difference. Otherwise, enter -0-	(g) Unrecognized gain on offsetting positions	(h) Recognized loss. If column (f) is more than (g), enter difference. Otherwise, enter -0-
10							

11a	Enter the short-term portion of losses from line 10, column (h), here and include on the appropriate line of Schedule D (see instructions)	11a	( )
b	Enter the long-term portion of losses from line 10, column (h), here and include on the appropriate line of Schedule D (see instructions)	11b	( )

Section B - Gains From Straddles

	(a) Description of property	(b) Date entered into or acquired / (c) Date closed out or sold (Mo. Day Yr.)	(d) Gross sales price	(e) Cost or other basis plus expense of sale	(f) Gain. If column (d) is more than (e), enter difference. Otherwise, enter -0-
12					

13a	Enter the short-term portion of gains from line 12, column (f), here and include on the appropriate line of Schedule D	13a	
b	Enter the long-term portion of gains from line 12, column (f), here and include on the appropriate line of Schedule D	13b	

Part III Unrecognized Gains From Positions Held on Last Day of Tax Year. Memo Entry Only (see instructions)

	(a) Description of property	(b) Date acquired (Mo. Day Yr.)	(c) Fair market value on last business day of tax year	(d) Cost or other basis as adjusted	(e) Unrecognized gain. If column (c) is more than (d), enter difference. Otherwise, enter -0-
14					

Form **8582**

Department of the Treasury
Internal Revenue Service (99)

Passive Activity Loss Limitations

▶ See separate instructions.
▶ Attach to Form 1040 or Form 1041.

OMB No. 1545-1008

2006

Attachment Sequence No. **88**

Name(s) shown on return

SIMON & SHIRLEY BERNSTEIN

Identifying number

371-32-5211

Part I 2006 Passive Activity Loss **Caution:** *Complete Worksheets 1, 2, and 3 on page 2 before completing Part I.*

Rental Real Estate Activities With Active Participation (For the definition of active participation see **Special Allowance for Rental Real Estate Activities** on page 3 of the instructions.)

1a	Activities with net income (enter the amount from Worksheet 1, column (a))	1a		
b	Activities with net loss (enter the amount from Worksheet 1, column (b))	1b		
c	Prior years unallowed losses (enter the amount from Worksheet 1, column (c))	1c		
d	Combine lines 1a, 1b, and 1c		1d	

Commercial Revitalization Deductions From Rental Real Estate Activities

2a	Commercial revitalization deductions from Worksheet 2, column (a)	2a		
b	Prior year unallowed commercial revitalization deductions from Worksheet 2, column (b)	2b		
c	Add lines 2a and 2b		2c	

All Other Passive Activities

3a	Activities with net income (enter the amount from Worksheet 3, column (a))	3a	1,760.	
b	Activities with net loss (enter the amount from Worksheet 3, column (b))	3b	<8,134.>	
c	Prior years unallowed losses (enter the amount from Worksheet 3, column (c))	3c		
d	Combine lines 3a, 3b, and 3c		3d	<6,374.>
4	Combine lines 1d, 2c, and 3d. If the result is net income or zero, all losses are allowed, including any prior year unallowed losses entered on line 1c, 2b, or 3c. **Do not** complete Form 8582. Report the losses on the forms and schedules normally used		4	<6,374.>

If line 4 is a loss and:
- Line 1d is a loss, go to Part II.
- Line 2c is a loss (and line 1d is zero or more), skip Part II and go to Part III.
- Line 3d is a loss (and lines 1d and 2c are zero or more), skip Parts II and III and go to line 15.

Caution: *If your filing status is married filing separately and you lived with your spouse at any time during the year,* **do not** *complete Part II or Part III. Instead, go to line 15.*

Part II Special Allowance for Rental Real Estate Activities With Active Participation

Note: *Enter all numbers in Part II as positive amounts. See page 8 of the instructions for an example.*

5	Enter the **smaller** of the loss on line 1d or the loss on line 4		5	
6	Enter $150,000. If married filing separately, see the instructions	6		
7	Enter modified adjusted gross income, but not less than zero (see the instr.)	7		
	Note: *If line 7 is greater than or equal to line 6, skip lines 8 and 9, enter -0- on line 10. Otherwise, go to line 8.*			
8	Subtract line 7 from line 6	8		
9	Multiply line 8 by 50% (.5). **Do not** enter more than $25,000. If married filing separately, see the instructions		9	
10	Enter the **smaller** of line 5 or line 9		10	

If line 2c is a loss, go to Part III. Otherwise, go to line 15.

Part III Special Allowance for Commercial Revitalization Deductions From Rental Real Estate Activities

Note: *Enter all numbers in Part III as positive amounts. See the example for Part II on page 8 of the instructions.*

11	Enter $25,000 reduced by the amount, if any, on line 10. If married filing separately, see instructions	11	
12	Enter the loss from line 4	12	
13	Reduce line 12 by the amount on line 10	13	
14	Enter the **smallest** of line 2c (treated as a positive amount), line 11, or line 13	14	

Part IV Total Losses Allowed

15	Add the income, if any, on lines 1a and 3a and enter the total	15	1,760.
16	**Total losses allowed from all passive activities for 2006.** Add lines 10, 14, and 15. See the instructions to find out how to report the losses on your tax return SEE STATEMENT 39	16	1,760.

Caution: *The worksheets must be filed with your tax return. Keep a copy for your records.*

Worksheet 1 - For Form 8582, Lines 1a, 1b, and 1c (See instructions.)

Name of activity	Current year		Prior years	Overall gain or loss	
	(a) Net income (line 1a)	(b) Net loss (line 1b)	(c) Unallowed loss (line 1c)	(d) Gain	(e) Loss
Total. Enter on Form 8582, lines 1a, 1b, and 1c ▶					

Worksheet 2 - For Form 8582, Lines 2a and 2b (See instructions.)

Name of activity	(a) Current year deductions (line 2a)	(b) Prior year unallowed deductions (line 2b)	(c) Overall loss
Total. Enter on Form 8582, lines 2a and 2b ▶			

Worksheet 3 - For Form 8582, Lines 3a, 3b, and 3c (See instructions.)

Name of activity	Current year		Prior years	Overall gain or loss	
	(a) Net income (line 3a)	(b) Net loss (line 3b)	(c) Unallowed loss (line 3c)	(d) Gain	(e) Loss
	SEE ATTACHED STATEMENT FOR WORKSHEET 3				
Total. Enter on Form 8582, lines 3a, 3b, and 3c ▶	1,760.	<8,134.>			

Worksheet 4 - Use this worksheet if an amount is shown on Form 8582, line 10 or 14 (See instructions.)

Name of activity	Form or schedule and line number to be reported on (see instructions)	(a) Loss	(b) Ratio	(c) Special allowance	(d) Subtract column (c) from column (a)
Total ▶					

Worksheet 5 - Allocation of Unallowed Losses (See instructions.)

Name of activity	Form or schedule and line number to be reported on (see instructions)	(a) Loss	(b) Ratio	(c) Unallowed loss
	SEE ATTACHED	STATEMENT FOR WORKSHEET	5	
Total ▶		8,134.	1.000000000	6,374.

Worksheet 6 - Allowed Losses (See instructions.)

Name of activity	Form or schedule and line number to be reported on (see instructions)	(a) Loss	(b) Unallowed loss	(c) Allowed loss
	SEE ATTACHED STATEMENT FOR WORKSHEET 6			
Total ▶		8,134.	6,374.	1,760.

Worksheet 7 - Activities With Losses Reported on Two or More Forms or Schedules (See instructions.)

Name of Activity:	(a)	(b)	(c) Ratio	(d) Unallowed loss	(e) Allowed loss
Form or schedule and line number to be reported on (see instructions):					
1a Net loss plus prior year unallowed loss from form or schedule ▶					
b Net income from form or schedule ▶					
c Subtract line 1b from line 1a. If zero or less, enter -0- ▶					
Form or schedule and line number to be reported on (see instructions):					
1a Net loss plus prior year unallowed loss from form or schedule ▶					
b Net income from form or schedule ▶					
c Subtract line 1b from line 1a. If zero or less, enter -0- ▶					
Form or schedule and line number to be reported on (see instructions):					
1a Net loss plus prior year unallowed loss from form or schedule ▶					
b Net income from form or schedule ▶					
c Subtract line 1b from line 1a. If zero or less, enter -0- ▶					
Total ▶					

ALTERNATIVE MINIMUM TAX

Form **8582**

Department of the Treasury
Internal Revenue Service (99)

Passive Activity Loss Limitations

▶ See separate instructions.
▶ Attach to Form 1040 or Form 1041.

OMB No. 1545-1008

2006

Attachment Sequence No. **88**

Name(s) shown on return

SIMON & SHIRLEY BERNSTEIN

Identifying number

371-32-5211

Part I 2006 Passive Activity Loss **Caution:** *Complete Worksheets 1, 2, and 3 on page 2 before completing Part I.*

Rental Real Estate Activities With Active Participation (For the definition of active participation see **Special Allowance for Rental Real Estate Activities** on page 3 of the instructions.)

1a	Activities with net income (enter the amount from Worksheet 1, column (a))	1a		
b	Activities with net loss (enter the amount from Worksheet 1, column (b))	1b		
c	Prior years unallowed losses (enter the amount from Worksheet 1, column (c))	1c		
d	Combine lines 1a, 1b, and 1c		1d	

Commercial Revitalization Deductions From Rental Real Estate Activities

2a	Commercial revitalization deductions from Worksheet 2, column (a)	2a		
b	Prior year unallowed commercial revitalization deductions from Worksheet 2, column (b)	2b		
c	Add lines 2a and 2b		2c	

All Other Passive Activities

3a	Activities with net income (enter the amount from Worksheet 3, column (a))	3a	1,800.	
b	Activities with net loss (enter the amount from Worksheet 3, column (b))	3b	<8,132.>	
c	Prior years unallowed losses (enter the amount from Worksheet 3, column (c))	3c		
d	Combine lines 3a, 3b, and 3c		3d	<6,332.>
4	Combine lines 1d, 2c, and 3d. If the result is net income or zero, all losses are allowed, including any prior year unallowed losses entered on line 1c, 2b, or 3c. **Do not** complete Form 8582. Report the losses on the forms and schedules normally used		4	<6,332.>

If line 4 is a loss and:
- Line 1d is a loss, go to Part II.
- Line 2c is a loss (and line 1d is zero or more), skip Part II and go to Part III.
- Line 3d is a loss (and lines 1d and 2c are zero or more), skip Parts II and III and go to line 15.

Caution: *If your filing status is married filing separately and you lived with your spouse at any time during the year,* **do not** *complete Part II or Part III. Instead, go to line 15.*

Part II Special Allowance for Rental Real Estate Activities With Active Participation

Note: *Enter all numbers in Part II as positive amounts. See page 8 of the instructions for an example.*

5	Enter the **smaller** of the loss on line 1d or the loss on line 4		5	
6	Enter $150,000. If married filing separately, see the instructions	6		
7	Enter modified adjusted gross income, but not less than zero (see the instr.)	7		
	Note: *If line 7 is greater than or equal to line 6, skip lines 8 and 9, enter -0- on line 10. Otherwise, go to line 8.*			
8	Subtract line 7 from line 6	8		
9	Multiply line 8 by 50% (.5). **Do not** enter more than $25,000. If married filing separately, see the instructions		9	
10	Enter the **smaller** of line 5 or line 9		10	

If line 2c is a loss, go to Part III. Otherwise, go to line 15.

Part III Special Allowance for Commercial Revitalization Deductions From Rental Real Estate Activities

Note: *Enter all numbers in Part III as positive amounts. See the example for Part II on page 8 of the instructions.*

11	Enter $25,000 reduced by the amount, if any, on line 10. If married filing separately, see instructions	11	
12	Enter the loss from line 4	12	
13	Reduce line 12 by the amount on line 10	13	
14	Enter the **smallest** of line 2c (treated as a positive amount), line 11, or line 13	14	

Part IV Total Losses Allowed

15	Add the income, if any, on lines 1a and 3a and enter the total	15	1,800.
16	**Total losses allowed from all passive activities for 2006.** Add lines 10, 14, and 15. See the instructions to find out how to report the losses on your tax return SEE STATEMENT 43	16	1,800.

ALTERNATIVE MINIMUM TAX

Caution: *The worksheets must be filed with your tax return. Keep a copy for your records.*

Worksheet 1 - For Form 8582, Lines 1a, 1b, and 1c (See instructions.)

Name of activity	Current year		Prior years	Overall gain or loss	
	(a) Net income (line 1a)	(b) Net loss (line 1b)	(c) Unallowed loss (line 1c)	(d) Gain	(e) Loss
Total. Enter on Form 8582, lines 1a, 1b, and 1c ▶					

Worksheet 2 - For Form 8582, Lines 2a and 2b (See instructions.)

Name of activity	(a) Current year deductions (line 2a)	(b) Prior year unallowed deductions (line 2b)	(c) Overall loss
Total. Enter on Form 8582, lines 2a and 2b ▶			

Worksheet 3 - For Form 8582, Lines 3a, 3b, and 3c (See instructions.)

Name of activity	Current year		Prior years	Overall gain or loss	
	(a) Net income (line 3a)	(b) Net loss (line 3b)	(c) Unallowed loss (line 3c)	(d) Gain	(e) Loss
	SEE ATTACHED STATEMENT FOR WORKSHEET 3				
Total. Enter on Form 8582, lines 3a, 3b, and 3c ▶	1,800.	<8,132.>			

Worksheet 4 - Use this worksheet if an amount is shown on Form 8582, line 10 or 14 (See instructions.)

Name of activity	Form or schedule and line number to be reported on (see instructions)	(a) Loss	(b) Ratio	(c) Special allowance	(d) Subtract column (c) from column (a)
Total ▶					

Worksheet 5 - Allocation of Unallowed Losses (See instructions.)

Name of activity	Form or schedule and line number to be reported on (see instructions)	(a) Loss	(b) Ratio	(c) Unallowed loss
	SEE ATTACHED	STATEMENT FOR WORKSHEET 5		
Total ▶		8,132.	1.000000000	6,332.

ALTERNATIVE MINIMUM TAX

Worksheet 6 - Allowed Losses (See instructions.)

Name of activity	Form or schedule and line number to be reported on (see instructions)	(a) Loss	(b) Unallowed loss	(c) Allowed loss
	SEE ATTACHED STATEMENT FOR WORKSHEET 6			
Total ▶		8,132.	6,332.	1,800.

Worksheet 7 - Activities With Losses Reported on Two or More Forms or Schedules (See instructions.)

Name of Activity:	(a)	(b)	(c) Ratio	(d) Unallowed loss	(e) Allowed loss
Form or schedule and line number to be reported on (see instructions):					
1a Net loss plus prior year unallowed loss from form or schedule ▶					
b Net income from form or schedule ▶					
c Subtract line 1b from line 1a. If zero or less, enter -0- ▶					
Form or schedule and line number to be reported on (see instructions):					
1a Net loss plus prior year unallowed loss from form or schedule ▶					
b Net income from form or schedule ▶					
c Subtract line 1b from line 1a. If zero or less, enter -0- ▶					
Form or schedule and line number to be reported on (see instructions):					
1a Net loss plus prior year unallowed loss from form or schedule ▶					
b Net income from form or schedule ▶					
c Subtract line 1b from line 1a. If zero or less, enter -0- ▶					
Total ▶					

Form **8283**
(Rev. December 2006)
Department of the Treasury
Internal Revenue Service

Noncash Charitable Contributions

▶ Attach to your tax return if you claimed a total deduction of over $500 for all contributed property.
▶ See separate instructions.

OMB. No. 1545-0908
Attachment Sequence No. **155**

Name(s) shown on your income tax return: SIMON & SHIRLEY BERNSTEIN

Identifying number: 371-32-5211

Note. Figure the amount of your contribution deduction before completing this form. See your tax return instructions.

Section A. Donated Property of $5,000 or Less and Certain Publicly Traded Securities - List in this section **only** items (or groups of similar items) for which you claimed a deduction of $5,000 or less. Also, list certain publicly traded securities even if the deduction is more than $5,000 (see instructions).

Part I **Information on Donated Property** - If you need more space, attach a statement.

1	(a) Name and address of the donee organization	(b) Description of donated property (For a donated vehicle, enter the year, make, model, condition, and mileage, and attach Form 1098-C if required.)
A	FLORIDA BREAST CANCER RESOURCE NETWORK 2235L SPRING HARBOR DR, DELRAY BEACH, FL	CLOTHING, FURNITURE, BEDDING
B	FLORIDA BREAST CANCER RESOURCE NETWORK 2235L SPRING HARBOR DR, DELRAY BEACH, FL	FURNITURE
C	FAITH FARM MINISTRIES 1980 NW 9TH AVE,FT LAUDERDALE, FL	BOX SPRING & MATTRESS
D		
E		

Note. If the amount you claimed as a deduction for an item is $500 or less, you do not have to complete columns (d), (e), and (f).

	(c) Date of the contribution	(d) Date acquired by donor (mo., yr.)	(e) How acquired by donor	(f) Donor's cost or adjusted basis	(g) Fair market value (see instructions)	(h) Method used to determine the fair market value
A	08/01/06	VAR.	PURCHASE	25,000.	4,995.	THRIFT SHOP VALUE
B	11/01/06	VAR.	PURCHASE	15,000.	4,995.	THRIFT SHOP VALUE
C	11/07/06	VAR.	PURCHASE	2,000.	500.	THRIFT SHOP VALUE
D						
E						

Part II **Partial Interests and Restricted Use Property** - Complete lines 2a through 2e if you gave less than an entire interest in a property listed in Part I. Complete lines 3a through 3c if conditions were placed on a contribution listed in Part I; also attach the required statement (see instructions).

2 a Enter the letter from Part I that identifies the property for which you gave less than an entire interest ▶ _____.
If Part II applies to more than one property, attach a separate statement.

b Total amount claimed as a deduction for the property listed in Part I: (1) For this tax year ▶ _____.
(2) For any prior tax years ▶ _____.

c Name and address of each organization to which any such contribution was made in a prior year (complete only if different from the donee organization above):

Name of charitable organization (donee)

Address (number, street, and room or suite no.)

City or town, state, and ZIP code

d For tangible property, enter the place where the property is located or kept ▶ _____

e Name of any person, other than the donee organization, having actual possession of the property ▶ _____

		Yes	No
3 a	Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property?		
b	Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to designate the person having such income, possession, or right to acquire?		
c	Is there a restriction limiting the donated property for a particular use?		

Form 1116 **U.S. and Foreign Source Income Summary**

NAME

SIMON & SHIRLEY BERNSTEIN 371-32-5211

INCOME TYPE	TOTAL	U.S.	FOREIGN PASSIVE
Compensation	200,000.	200,000.	
Dividends/Distributions	24,721.	24,721.	
Interest	19,508.	19,508.	
Capital Gains	190,711.	190,711.	
Business/Profession			
Rent/Royalty	1.		1.
State/Local Refunds			
Partnership/S Corporation	989,756.	984,035.	5,721.
Trust/Estate			
Other Income	30,757.	22,094.	8,663.
Gross Income	1,455,454.	1,441,069.	14,385.
Less:			
Section 911 Exclusion			
Capital Losses	25,982.	25,982.	
Capital Gains Tax Adjustment			
Total Income - Form 1116	1,429,472.	1,415,087.	14,385.
Deductions:			
Business/Profession Expenses	51.	51.	
Rent/Royalty Expenses			
Partnership/S Corporation Losses	35,064.	35,064.	
Trust/Estate Losses			
Capital Losses			
Non-capital Losses			
Individual Retirement Account			
Moving Expenses			
Self-employment Tax Deduction			
Self-employment Health Insurance			
Keogh Contributions			
Alimony			
Forfeited Interest			
Foreign Housing Deduction			
Other Adjustments			
Capital Gains Tax Adjustment			
Total Deductions	35,115.	35,115.	
Adjusted Gross Income	1,394,357.	1,379,972.	14,385.
Less Itemized Deductions:			
Specifically Allocated	57,226.	57,226.	
Home Mortgage Interest	73,766.	73,037.	729.
Other Interest	60,980.	60,980.	
Ratably Allocated	28,278.	27,999.	279.
Total Adjustments to Adjusted Gross Income	220,250.	219,242.	1,008.
Taxable Income Before Exemptions	1,174,107.	1,160,730.	13,377.

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05-01-06

Form 1116 **Allocation of Itemized Deductions**

NAME

SIMON & SHIRLEY BERNSTEIN 371-32-5211

	Total Itemized Deductions	Itemized Deductions After Sec. 68 Reduction	Form 1116		
			Specifically U.S.	Specifically Foreign	Ratable
Taxes	32,646.	28,236.			28,236.
Interest - Not Including Investment Interest	85,288.	73,766.	73,037.	729.	
Contributions	66,165.	57,226.	57,226.		
Miscellaneous Deductions Subject to 2%					
Other Miscellaneous Deductions - Not Including Gambling Losses	48.	42.			42.
Foreign Adjustment					
Total Itemized Deductions Subject to Sec. 68	184,147.	159,270.			
Add Itemized Deductions Not Subject to Sec. 68:					
Medical/Dental					
Investment Interest	60,980.	60,980.	60,980.		
Post Aug. 27 Contributions					
Casualty Losses					
Gambling Losses					
Foreign Adjustment					
Total Itemized Deductions	245,127.				
Total Allowed on Schedule A		220,250.	191,243.	729.	28,278.

627871
05-01-06

Form 1116 **Foreign Tax Credit Carryover Statement (Page 1 of 2)**

NAME

SIMON & SHIRLEY BERNSTEIN 371-32-5211

Foreign Income Category PASSIVE INCOME

Regular	2003	2004	2005	2006
1. Foreign tax paid/accrued				1,006.
2. FTC carryback to 2006 for amended returns				
3. Reduction allocated to excluded income				
4. Foreign tax available				1,006.
5. Maximum credit allowable				4,344.
6. Unused foreign tax (+) or excess of limit (-)			<2,136.>	<3,338.>
7. Foreign tax carryback				
8. Foreign tax carryforward				
9. Less treaty adjustment				
10. Foreign tax or excess limit remaining			<2,136.>	<3,338.>
Total foreign taxes from all available years to be carried to next year				

	1999	2000	2001	2002
1. Foreign tax paid/accrued				
2. FTC carryback to 2006 for amended returns				
3. Reduction allocated to excluded income				
4. Foreign tax available				
5. Maximum credit allowable				
6. Unused foreign tax (+) or excess of limit (-)				
7. Foreign tax carryback				
8. Foreign tax carryforward				
9. Less treaty adjustment				
10. Foreign tax or excess limit remaining				

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Form 1116 **Foreign Tax Credit Carryover Statement (Page 2 of 2)**

NAME

SIMON & SHIRLEY BERNSTEIN 371-32-5211

Foreign Income Category PASSIVE INCOME

Alternative Minimum Tax

	2003	2004	2005	2006
1. Foreign tax paid/accrued				1,006.
2. FTC carryback to 2006 for amended returns				
3. Reduction allocated to excluded income				
4. Foreign tax available				1,006.
5. Maximum credit allowable				3,749.
6. Unused foreign tax (+) or excess of limit (-)			<7,590.>	<2,743.>
7. Foreign tax carryback				
8. Foreign tax carryforward				
9. Less treaty adjustment				
10. Foreign tax or excess limit remaining			<7,590.>	<2,743.>
Total foreign taxes from all available years to be carried to next year				

	1999	2000	2001	2002
1. Foreign tax paid/accrued				
2. FTC carryback to 2006 for amended returns				
3. Reduction allocated to excluded income				
4. Foreign tax available				
5. Maximum credit allowable				
6. Unused foreign tax (+) or excess of limit (-)				
7. Foreign tax carryback				
8. Foreign tax carryforward				
9. Less treaty adjustment				
10. Foreign tax or excess limit remaining				

SIMON & SHIRLEY BERNSTEIN 371-32-5211

TABLE 1 (Keep for your records.)

Part I Qualified Loan Limit

1	Enter the average balance of all your grandfathered debt. See line 1 instructions	1	
2	Enter the average balance of all your home acquisition debt. See line 2 instructions	2	1,800,000.
3	Enter $1,000,000 ($500,000 if married filing separately)	3	1,000,000.
4	Enter the **larger of** the amount on line 1 or the amount on line 3	4	1,000,000.
5	Add the amounts on lines 1 and 2. Enter the total here	5	1,800,000.
6	Enter the **smaller of** the amount on line 4 or the amount on line 5	6	1,000,000.
7	Enter $100,000 ($50,000 if married filing separately). See line 7 instructions for a limit that may apply	7	100,000.
8	Add the amounts on lines 6 and 7. Enter the total. This is your qualified loan limit	8	1,100,000.

Part II Deductible Home Mortgage Interest

9	Enter the total of the average balances of **all** mortgages on all qualified homes. See line 9 instructions	9	1,800,000.
	• If line 8 is less than line 9, GO ON to line 10. • If line 8 is equal to or more than line 9, STOP HERE. All of your interest on all the mortgages included on line 9 is deductible as home mortgage interest on Schedule A (Form 1040).		
10	Enter the total amount of interest that you paid. See line 10 instructions	10	136,668.
11	Divide the amount on line 8 by the amount on line 9. Enter the result as a decimal amount (rounded to three places)	11	x .611
12	Multiply the amount on line 10 by the decimal amount on line 11. Enter the result. This is your **deductible home mortgage interest.** Enter this amount on Schedule A (Form 1040)	12	83,504.
13	Subtract the amount on line 12 from the amount on line 10. Enter the result. This is **not home mortgage interest.** See line 13 instructions	13	53,164.

619581
05-01-06

SIMON & SHIRLEY BERNSTEIN 371-32-5211

FORM 1040 SOCIAL SECURITY BENEFITS WORKSHEET STATEMENT 1

CHECK ONLY ONE BOX:
A. SINGLE, HEAD OF HOUSEHOLD, OR QUALIFYING WIDOW(ER)
X B. MARRIED FILING JOINTLY
C. MARRIED FILING SEPARATELY AND LIVED WITH YOUR SPOUSE AT ANY TIME DURING 2006
D. MARRIED FILING SEPARATELY AND LIVED APART FROM YOUR SPOUSE FOR ALL OF 2006

1.	ENTER THE TOTAL AMOUNT FROM BOX 5 OF ALL YOUR FORMS SSA-1099 AND RRB-1099. ALSO, ENTER THIS AMOUNT ON FORM 1040, LINE 20A.	36,185.
2.	ENTER ONE HALF OF LINE 1	18,093.
3.	ADD THE AMOUNTS ON FORM 1040, LINE 7, 8B, 9A, 10 THRU 14, 15B, 16B, 17 THRU 19, 21 AND SCHEDULE B, LINE 2. DO NOT INCLUDE ANY AMOUNTS FROM BOX 5 OF FORMS SSA-1099 OR RRB-1099	1,382,899.
4.	ENTER THE AMOUNT OF ANY EXCLUSIONS FROM FOREIGN EARNED INCOME, FOREIGN HOUSING, INCOME FROM U.S. POSSESSIONS, OR INCOME FROM PUERTO RICO BY BONA FIDE RESIDENTS OF PUERTO RICO THAT YOU CLAIMED	
5.	ADD LINES 2, 3, AND 4.	1,400,992.
6.	ADD THE AMOUNTS ON FORM 1040, LINES 23 THROUGH LINE 32, LINE 34, AND ANY WRITE-IN ADJUSTMENTS YOU ENTERED ON THE DOTTED LINE NEXT TO LINE 36.	0.
7.	SUBTRACT LINE 6 FROM LINE 5	1,400,992.
8.	ENTER: $25,000 IF YOU CHECKED BOX A OR D, OR $32,000 IF YOU CHECKED BOX B, OR $-0- IF YOU CHECKED BOX C.	32,000.
9.	IS THE AMOUNT ON LINE 8 LESS THAN THE AMOUNT ON LINE 7? [ ] NO. STOP. NONE OF YOUR SOCIAL SECURITY BENEFITS ARE TAXABLE. ENTER -0- ON FORM 1040, LINE 20B. IF YOU ARE MARRIED FILING SEPARATELY AND YOU LIVED APART FROM YOUR SPOUSE FOR ALL OF 2006, BE SURE YOU ENTERED 'D' TO THE RIGHT OF THE WORD "BENEFITS" ON LINE 20A. [X] YES. SUBTRACT LINE 8 FROM LINE 7	1,368,992.
10.	ENTER $9,000 IF YOU CHECKED BOX A OR D, $12,000 IF YOU CHECKED BOX B $-0- IF YOU CHECKED BOX C	12,000.
11.	SUBTRACT LINE 10 FROM LINE 9. IF ZERO OR LESS, ENTER -0-.	1,356,992.
12.	ENTER THE SMALLER OF LINE 9 OR LINE 10	12,000.
13.	ENTER ONE HALF OF LINE 12.	6,000.
14.	ENTER THE SMALLER OF LINE 2 OR LINE 13	6,000.
15.	MULTIPLY LINE 11 BY 85% (.85). IF LINE 11 IS ZERO, ENTER -0-	1,153,443.
16.	ADD LINES 14 AND 15.	1,159,443.
17.	MULTIPLY LINE 1 BY 85% (.85)	30,757.
18.	TAXABLE BENEFITS. ENTER THE SMALLER OF LINE 16 OR LINE 17 * ALSO ENTER THIS AMOUNT ON FORM 1040, LINE 20B	30,757.

SIMON & SHIRLEY BERNSTEIN 371-32-5211

FORM 1040 PERSONAL EXEMPTION WORKSHEET STATEMENT 2

1.	IS THE AMOUNT ON FORM 1040, LINE 38, MORE THAN THE AMOUNT SHOWN ON LINE 4 BELOW FOR YOUR FILING STATUS? NO. STOP. MULTIPLY $3,300 BY THE TOTAL NUMBER OF EXEMPTIONS CLAIMED ON FORM 1040, LINE 6D, AND ENTER THE RESULT ON LINE 42. YES. CONTINUE		
2.	MULTIPLY $3,300 BY THE TOTAL NUMBER OF EXEMPTIONS CLAIMED ON FORM 1040, LINE 6D		6,600.
3.	ENTER THE AMOUNT FROM FORM 1040, LINE 38 . .	1,394,357.	
4.	ENTER THE AMOUNT FOR YOUR FILING STATUS . .	225,750.	
	SINGLE $150,500 MARRIED FILING JOINTLY OR WIDOW(ER) $225,750 MARRIED FILING SEPARATELY $112,875 HEAD OF HOUSEHOLD $188,150		
5.	SUBTRACT LINE 4 FROM LINE 3	1,168,607.	
6.	IS LINE 5 MORE THAN $122,500 ($61,250 IF MARRIED FILING SEPARATELY)? [X] YES. MULTIPLY $1,100 BY THE TOTAL NUMBER OF EXEMPTIONS CLAIMED ON FORM 1040, LINE 6D. ENTER THE RESULT HERE AND ON FORM 1040, LINE 42. DO NOT COMPLETE THE REST OF THIS WORKSHEET. [ ] NO. DIVIDE LINE 5 BY $2,500 ($1,250 IF MARRIED FILING SEPARATELY). IF THE RESULT IS NOT A WHOLE NUMBER, INCREASE IT TO THE NEXT WHOLE NUMBER (FOR EXAMPLE, INCREASE 0.0004 TO 1)	2,200.	
7.	MULTIPLY LINE 6 BY 2% (.02) AND ENTER THE RESULT AS A DECIMAL		
8.	MULTIPLY LINE 2 BY LINE 7		
9.	DIVIDE LINE 8 BY 1.5		
10.	SUBTRACT LINE 9 FROM LINE 2. TOTAL TO FORM 1040, LINE 42.		

FORM 1040 TAX-EXEMPT INTEREST STATEMENT 3

NAME OF PAYER	AMOUNT
PERSHING LLC (17)	1,266.
WACHOVIA BANK NA	17,898.
FROM K-1 - EVERGREEN PRIVATE INVESTMENTS FUNDS	133.
FROM K-1 - EVERGREEN PRIVATE INVESTMENT FUNDS	2.
TOTAL TO FORM 1040, LINE 8B	19,299.

SIMON & SHIRLEY BERNSTEIN 371-32-5211

FORM 1040 WAGES RECEIVED AND TAXES WITHHELD STATEMENT 4

T S	EMPLOYER'S NAME	AMOUNT PAID	FEDERAL TAX WITHHELD	STATE TAX WITHHELD	CITY SDI TAX W/H	FICA TAX	MEDICARE TAX
T	ARBITRAGE INTERNATIONAL HOLDINGS	200,000.	51,981.			5,840.	2,900.
	TOTALS	200,000.	51,981.			5,840.	2,900.

FORM 1040 QUALIFIED DIVIDENDS STATEMENT 5

NAME OF PAYER	ORDINARY DIVIDENDS	QUALIFIED DIVIDENDS
WACHOVIA BANK NA (1773)	19,161.	10,822.
PERSHING LLC (17)	5,325.	3,572.
PERSHING LLC (213)	92.	92.
PERSHING LLC (221)	140.	140.
FROM K-1 - EVERGREEN PRIVATE INVESTMENTS FUNDS	3.	2.
TOTAL INCLUDED IN FORM 1040, LINE 9B		14,628.

FORM 1040 FEDERAL INCOME TAX WITHHELD STATEMENT 6

T S	DESCRIPTION	AMOUNT
T	ARBITRAGE INTERNATIONAL HOLDINGS	51,981.
T	EVERGREEN PRIVATE INVESTMENTS FUNDS	10.
	TOTAL TO FORM 1040, LINE 64	51,991.

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FORM 1040 LATE PAYMENT INTEREST STATEMENT 7

DESCRIPTION	DATE	AMOUNT	BALANCE	RATE	DAYS	INTEREST
TAX DUE	04/15/07	300,796.	300,796.	.0800	183	12,309.
DATE FILED	10/15/07		313,105.			
TOTAL LATE PAYMENT INTEREST						12,309.

FORM 1040 LATE PAYMENT PENALTY STATEMENT 8

DESCRIPTION	DATE	AMOUNT	BALANCE	MONTHS	PENALTY
TAX DUE	04/15/07	300,796.	300,796.	6	9,024.
DATE FILED	10/15/07				
TOTAL LATE PAYMENT PENALTY					9,024.

SCHEDULE A POINTS NOT REPORTED ON FORM 1098 STATEMENT 9

DESCRIPTION	DATE RE-FINANCED	TOTAL POINTS	AMORT. PERIOD /MOS.	AMORTIZATION THIS YEAR
WELLS FARGO	01/01/01	26,759.	180	1,784.
TOTAL TO SCHEDULE A, LINE 12				1,784.

SCHEDULE A CASH CONTRIBUTIONS STATEMENT 10

DESCRIPTION	AMOUNT 50% LIMIT	AMOUNT 30% LIMIT
BOCA RATON COMMUNITY HOSPITAL	10,000.	
VARIOUS ORGANIZED CHARITIES	30,500.	
AMERICAN HERITAGE	1,535.	
CANCER SOCIETY	7,000.	
AVON BREAST CANCER WALK	5,000.	
FROM K-1 - ARBITRAGE INTERNATIONAL MARKETING	1,640.	
SUBTOTALS	55,675.	
TOTAL TO SCHEDULE A, LINE 15		55,675.

SIMON & SHIRLEY BERNSTEIN 371-32-5211

SCHEDULE A — MORTGAGE INTEREST AND POINTS REPORTED ON FORM 1098 — STATEMENT 11

DESCRIPTION	AMOUNT
HOME MORTGAGE INTEREST	83,504.
TOTAL TO SCHEDULE A, LINE 10	83,504.

SCHEDULE A — INVESTMENT INTEREST — STATEMENT 12

DESCRIPTION	AMOUNT
WELLS FARGO BANK	46,289.
DISALLOWED INVESTMENT INTEREST PRIOR YEARS	9,308.
WACHOVIA BANK	33,383.
FROM K-1 - EVERGREEN PRIVATE INVESTMENTS FUNDS	9,498.
FROM K-1 - EVERGREEN PRIVATE INVESTMENT FUNDS	5,185.
DISALLOWED INVESTMENT INTEREST	<33,375.>
DISALLOWED INVESTMENT INTEREST C/O	<9,308.>
TOTAL TO SCHEDULE A, LINE 13	60,980.

SCHEDULE A — MEDICAL AND DENTAL EXPENSES — STATEMENT 13

DESCRIPTION	AMOUNT
MEDICARE PREMIUMS WITHHELD	1,879.
MEDICARE PREMIUMS WITHHELD	1,062.
TOTAL TO SCHEDULE A, LINE 1	2,941.

SIMON & SHIRLEY BERNSTEIN 371-32-5211

SCHEDULE A	ITEMIZED DEDUCTIONS WORKSHEET		STATEMENT 14
1.	ENTER THE TOTAL OF THE AMOUNTS FROM SCHEDULE A, LINES 4, 9, 14, 18, 19, 26, AND 27		245,127.
2.	ENTER THE TOTAL OF THE AMOUNTS FROM SCHEDULE A, LINES 4, 13, AND 19, PLUS ANY GAMBLING AND CASUALTY OR THEFT LOSSES INCLUDED ON LINE 27		60,980.
3.	IS THE AMOUNT ON LINE 2 LESS THAN THE AMOUNT ON LINE 1? IF NO, YOUR DEDUCTION IS NOT LIMITED. ENTER THE AMOUNT FROM LINE 1 ABOVE ON SCHEDULE A, LINE 28. IF YES, SUBTRACT LINE 2 FROM LINE 1		184,147.
4.	MULTIPLY LINE 3 BY 80% (.80)	147,318.	
5.	ENTER THE AMOUNT FROM FORM 1040, LINE 38	1,394,357.	
6.	ENTER: $150,500 ($75,250 IF MARRIED FILING SEPARATELY)	150,500.	
7.	IS THE AMOUNT ON LINE 6 LESS THAN THE AMOUNT ON LINE 5? IF NO, YOUR DEDUCTION IS NOT LIMITED. ENTER THE AMOUNT FROM LINE 1 ABOVE ON SCHEDULE A, LINE 28. IF YES, SUBTRACT LINE 6 FROM LINE 5	1,243,857.	
8.	MULTIPLY LINE 7 BY 3% (.03)	37,316.	
9.	ENTER THE SMALLER OF LINE 4 OR LINE 8		37,316.
10.	DIVIDE LINE 9 BY 3		12,439.
11.	SUBTRACT LINE 10 FROM LINE 9		24,877.
12.	TOTAL ITEMIZED DEDUCTIONS. SUBTRACT LINE 11 FROM LINE 1. ENTER THE RESULT HERE AND ON SCHEDULE A, LINE 28		220,250.

SCHEDULE A	STATE AND LOCAL GENERAL SALES TAXES	STATEMENT 15
DESCRIPTION		AMOUNT
STATE SALES TAX		1,973.
LOCAL SALES TAX		164.
TOTAL TO SCHEDULE A, LINE 5		2,137.

SIMON & SHIRLEY BERNSTEIN 371-32-5211

SCHEDULE A GENERAL SALES TAX DEDUCTION WORKSHEET STATEMENT 16

1	ENTER YOUR STATE GENERAL SALES TAXES FROM THE APPLICABLE TABLE. FLORIDA		1,973.
	IF, FOR ALL OF 2006, YOU LIVED ONLY IN CONNECTICUT, THE DISTRICT OF COLUMBIA, HAWAII, INDIANA, KENTUCKY, MAINE, MARYLAND, MASSACHUSETTS, MICHIGAN, MISSISSIPPI, NEW JERSEY, RHODE ISLAND, VIRGINIA, OR WEST VIRGINIA, SKIP LINES 2 THROUGH 5, ENTER -0- ON LINE 6, AND GO TO LINE 7. OTHERWISE, GO TO LINE 2.		
2	DID YOU LIVE IN ALASKA, ARIZONA, ARKANSAS (TEXARKANA ONLY), CALIFORNIA (LOS ANGELES COUNTY ONLY), COLORADO, GEORGIA, ILLINOIS, LOUISIANA, NEW YORK STATE, OR NORTH CAROLINA IN 2006? IF NO, ENTER -0-. IF YES, ENTER YOUR LOCAL GENERAL SALES TAXES FROM THE APPLICABLE TABLE.	0.	
3	DID YOUR LOCALITY IMPOSE A LOCAL GENERAL SALES TAX IN 2006? RESIDENTS OF CALIFORNIA, NEVADA AND TEXARKANA, ARKANSAS, SEE INSTRUCTIONS. IF NO, SKIP LINES 3 THROUGH 5, ENTER -0- ON LINE 6 AND GO TO LINE 7. IF YES, ENTER YOUR LOCAL GENERAL SALES TAX RATE, BUT OMIT PERCENTAGES. BOCA RATON	.5000	
4	DID YOU ENTER -0- ON LINE 2 ABOVE? IF NO, SKIP LINES 4 AND 5 AND GO TO LINE 6. IF YES, ENTER YOUR STATE GENERAL SALES TAX RATE, BUT OMIT PERCENTAGES.	6.0000	
5	DIVIDE LINE 3 BY LINE 4. ENTER THE RESULT AS A DECIMAL (ROUNDED TO AT LEAST THREE PLACES).	.0830	
6	DID YOU ENTER -0- ON LINE 2 ABOVE? IF NO, MULTIPLY LINE 2 BY LINE 3. IF YES, MULTIPLY LINE 1 BY LINE 5.		164.
6A	ADD LINE 1 AND LINE 6.		2,137.
6B	PART-YEAR DAYS RATE.		1.000000
6C	MULTIPLY LINE 6A BY LINE 6B.		2,137.
7	ENTER YOUR GENERAL SALES TAXES PAID ON SPECIFIED ITEMS, IF ANY.		
8	DEDUCTION FOR GENERAL SALES TAXES. ADD LINES 6C AND 7. ENTER THE RESULT HERE AND ON SCHEDULE A, LINE 5. BE SURE TO ENTER "ST" ON THE DOTTED LINE TO THE LEFT OF THE ENTRY SPACE.		2,137.

SIMON & SHIRLEY BERNSTEIN 371-32-5211

SCHEDULE D — NET SHORT-TERM GAIN OR LOSS FROM FORMS 6252, 4684, 6781 AND 8824 — STATEMENT 17

DESCRIPTION OF PROPERTY	GAIN OR LOSS
FORM 6781, PART I	<393.>
TOTAL TO SCHEDULE D, PART I, LINE 4	<393.>

SCHEDULE D — NET LONG-TERM GAIN OR LOSS FROM FORMS 4797, 2439, 6252, 4684, 6781 AND 8824 — STATEMENT 18

DESCRIPTION OF PROPERTY	GAIN OR LOSS	28% GAIN
FORM 6781, PART I	<589.>	
FORM 4797	254.	
TOTAL TO SCHEDULE D, PART II, LINE 11	<335.>	

SCHEDULE D — NET SHORT-TERM GAIN OR LOSS FROM PARTNERSHIPS, S CORPORATIONS, AND FIDUCIARIES — STATEMENT 19

DESCRIPTION OF ACTIVITY	GAIN OR LOSS
EVERGREEN PRIVATE INVESTMENTS FUNDS	13,297.
EVERGREEN PRIVATE INVESTMENT FUNDS	16,173.
TOTAL TO SCHEDULE D, PART I, LINE 5	29,470.

SCHEDULE D — NET LONG-TERM GAIN OR LOSS FROM PARTNERSHIPS, S CORPORATIONS, AND FIDUCIARIES — STATEMENT 20

DESCRIPTION OF ACTIVITY	GAIN OR LOSS	28% GAIN
EVERGREEN PRIVATE INVESTMENTS FUNDS	7,722.	
EVERGREEN PRIVATE INVESTMENT FUNDS	18,557.	
TOTAL TO SCHEDULE D, PART II, LINE 12	26,279.	

SIMON & SHIRLEY BERNSTEIN 371-32-5211

SCHEDULE D CAPITAL GAIN DISTRIBUTIONS STATEMENT 21

NAME OF PAYER	TOTAL CAPITAL GAIN	28% GAIN
WACHOVIA BANK NA (1773)	13,809.	
PERSHING LLC (17)	12,088.	
TOTALS TO SCHEDULE D, LINE 13	25,897.	

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SCHEDULE D UNRECAPTURED SECTION 1250 GAIN STATEMENT 22

1.	IF YOU HAVE A SECTION 1250 PROPERTY IN PART III OF FORM 4797 FOR WHICH YOU MADE AN ENTRY IN PART I OF FORM 4797, ENTER THE SMALLER OF LINE 22 OR LINE 24 OF FORM 4797 FOR THAT PROPERTY. IF YOU DID NOT HAVE ANY SUCH PROPERTY, GO TO LINE 4		
2.	ENTER THE AMOUNT FROM FORM 4797, LINE 26G, FOR THE PROPERTY FOR WHICH YOU MADE AN ENTRY ON LINE 1		
3.	SUBTRACT LINE 2 FROM LINE 1		
4.	ENTER THE TOTAL UNRECAPTURED SECTION 1250 GAIN INCLUDED ON LINE 26 OR LINE 37 OF FORM(S) 6252 FROM INSTALLMENT SALES OF TRADE OR BUSINESS PROPERTY HELD MORE THAN 1 YEAR		
5.	ENTER THE TOTAL OF ANY AMOUNTS REPORTED TO YOU ON A SCHEDULE K-1 FROM A PARTNERSHIP OR AN S CORPORATION AS "UNRECAPTURED SECTION 1250 GAIN"		7.
6.	ADD LINES 3 THROUGH 5		7.
7.	ENTER THE SMALLER OF LINE 6 OR THE GAIN FROM FORM 4797, LINE 7	7.	
8.	ENTER THE AMOUNT, IF ANY, FROM FORM 4797, LINE 8		
9.	SUBTRACT LINE 8 FROM LINE 7. IF ZERO OR LESS, ENTER -0-		7.
10.	ENTER THE AMOUNT OF ANY GAIN FROM THE SALE OR EXCHANGE OF AN INTEREST IN A PARTNERSHIP ATTRIBUTABLE TO UNRECAPTURED SECTION 1250 GAIN		
11.	ENTER THE TOTAL OF ANY AMOUNTS REPORTED TO YOU ON A SCHEDULE K-1, FORMS 1099-DIV, OR FORM 2439 AS "UNRECAPTURED SECTION 1250 GAIN" FROM AN ESTATE, TRUST, REAL ESTATE INVESTMENT TRUST, OR MUTUAL FUND (OR OTHER REGULATED INVESTMENT COMPANY)		
12.	ENTER THE TOTAL OF ANY UNRECAPTURED SECTION 1250 GAIN FROM SALES (INCLUDING INSTALLMENT SALES) OR OTHER DISPOSITIONS OF SECTION 1250 PROPERTY HELD MORE THAN 1 YEAR FOR WHICH YOU DID NOT MAKE AN ENTRY IN PART I OF FORM 4797 FOR THE YEAR OF SALE		
13.	ADD LINES 9 THROUGH 12		7.
14.	IF YOU HAD ANY SECTION 1202 GAIN OR COLLECTIBLE GAIN OR (LOSS), ENTER THE TOTAL OF LINES 1 THROUGH 4 OF THE 28% RATE GAIN WORKSHEET		
15.	ENTER THE (LOSS), IF ANY, FROM SCH D, LINE 7. IF SCH D, LINE 7, IS ZERO OR A GAIN ENTER -0-	0.	
16.	ENTER YOUR LONG-TERM CAPITAL LOSS CARRYOVERS FROM SCHEDULE D, LINE 14, AND SCHEDULE K-1 (FORM 1041), LINE 11C		
17.	COMBINE LINES 14 THROUGH 16. IF THE RESULT IS ZERO OR A GAIN, ENTER -0-. IF THE RESULT IS A (LOSS), ENTER IT AS A POSITIVE AMOUNT		0.
18.	SUBTRACT LINE 17 FROM LINE 13. IF ZERO OR LESS, ENTER -0-. ENTER THE RESULT ON SCHEDULE D, LINE 19		7.

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SCHEDULE E INCOME OR (LOSS) FROM PARTNERSHIPS AND S CORPS STATEMENT 23

NAME / EMPLOYER ID NO.	ANY NOT AT RISK	X IF FRN	CODE	PASSIVE LOSS	PASSIVE INCOME	NONPASSIVE LOSS	SEC. 179 DEDUCTION	NONPASSIVE INCOME
			P			0.		
EVERGREEN PRIVATE INVESTMENTS FUNDS								
56-2114125			P		1,506.			74.
EVERGREEN PRIVATE INVESTMENT FUNDS								
52-2223144			P	1,760.				21.
ARBITRAGE INTERNATIONAL MARKETING								
65-1055556			S *				37,470.	558,363.
CAMBRIDGE FINANCING COMPANY								
35-2257332			S *			33,308.		
NATIONAL SERVICE ASSOCIATION INC								
36-3307282			S *			17.		
LIC HOLDINGS INC								
20-5290314			S				21,101.	488,333.
TOTALS TO SCH. E, LN. 29				1,760.	1,506.	33,325.	58,571.	1046791.

* ENTIRE DISPOSITION OF ACTIVITY

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FORM 1116 SUMMARY OF FOREIGN TAXES PAID OR ACCRUED STATEMENT 24

PASSIVE INCOME

NAME OF COUNTRY IMPOSING TAX

DATE PAID	DATE ACCRUED	AMT/FOREIGN CURRENCY	AMOUNT IN U.S. DOLLARS DIVIDENDS	RENT/ROYALTY	INTEREST	OTHER
	VARIOUS					
12/31/06		0.	693.			
	VARIOUS	0.				92.
	VARIOUS	0.				221.
			693.			313.

TOTAL TO FORM 1116, PART II, LINE 8 1,006.

PRIOR YEAR TAXES PAID IN THE CURRENT YEAR:

	FOREIGN AMT	CONV. RATE	U.S. AMT
2005			
2004			
2003			
2002			
2001			
TOTAL PRIOR YEAR TAXES PAID IN THE CURRENT YEAR			

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FORM 1116 WORLDWIDE CAPITAL GAINS WORKSHEET FOR LINE 17 STATEMENT 25

1	ENTER THE AMOUNT FROM FORM 1040, LINE 41 (MINUS ANY AMOUNT ON FORM 8914, LINE 6). IF YOU ARE A NONRESIDENT ALIEN, ENTER THE AMOUNT FROM FORM 1040NR, LINE 38 (MINUS ANY AMOUNT ON FORM 8914, LINE 6).		1,174,107.
2	ENTER WORLDWIDE 28% GAINS		
3	MULTIPLY LINE 2 BY 0.2000		
4	ENTER WORLDWIDE 25% GAINS	7.	
5	MULTIPLY LINE 4 BY 0.2857	2.	
6	ENTER WORLDWIDE 15% GAINS AND QUALIFIED DIVIDENDS	147,924.	
7	MULTIPLY LINE 6 BY 0.5714	84,524.	
8	ADD LINES 3, 5, AND 7		84,526.
9	SUBTRACT LINE 8 FROM LINE 1. ENTER THE RESULT HERE AND ON FORM 1116, LINE 17		1,089,581.

FORM 6251 PASSIVE ACTIVITIES STATEMENT 26

NAME OF ACTIVITY	FORM	NET INCOME (LOSS) AMT	NET INCOME (LOSS) REGULAR	ADJUSTMENT
EVERGREEN PRIVATE INVESTMENTS FUNDS	FORM 4797	254.	254.	
EVERGREEN PRIVATE INVESTMENTS FUNDS	SCH E	1,546.	1,506.	40.
EVERGREEN PRIVATE INVESTMENT FUNDS	SCH E	<1,800.>	<1,760.>	<40.>
TOTAL TO FORM 6251, LINE 18				0.

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FORM 6251 INTEREST FROM SPECIFIED PRIVATE ACTIVITY BONDS STATEMENT 27

DESCRIPTION	AMOUNT
PERSHING LLC (17)	34.
WACHOVIA BANK NA	446.
TOTAL TO FORM 6251, LINE 11	480.

FORM 6251 DEPRECIATION ON ASSETS PLACED IN SERVICE AFTER 1986 STATEMENT 28

DESCRIPTION	AMOUNT
FROM K-1 - LIC HOLDINGS INC	<350.>
TOTAL TO FORM 6251, LINE 17	<350.>

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FORM 1116 ALTERNATIVE MINIMUM TAX FOREIGN TAX CREDIT WORLDWIDE CAPITAL GAINS WORKSHEET FOR LINE 17 STATEMENT 29

1	ENTER THE AMOUNT FROM FORM 6251, LINE 28		1,181,526.
2	ENTER WORLDWIDE 25% GAINS	7.	
3	MULTIPLY LINE 2 BY 0.1071	1.	
4	ENTER WORLDWIDE 15% GAINS AND QUALIFIED DIVIDENDS	147,924.	
5	MULTIPLY LINE 4 BY 0.4643	68,681.	
6	ADD LINES 3, AND 5		68,682.
7	SUBTRACT LINE 6 FROM LINE 1. ENTER THE RESULT HERE AND ON FORM 1116 AMT, LINE 17		1,112,844.

FORM 4952 INVESTMENT INTEREST EXPENSE STATEMENT 30

DESCRIPTION	CURRENT	CARRYOVER
WELLS FARGO BANK	46,289.	
DISALLOWED INVESTMENT INTEREST PRIOR YEARS		9,308.
WACHOVIA BANK	33,383.	
FROM K-1 - EVERGREEN PRIVATE INVESTMENTS FUNDS	9,498.	
FROM K-1 - EVERGREEN PRIVATE INVESTMENT FUNDS	5,185.	
TOTALS TO FORM 4952, LINES 1 AND 2	94,355.	9,308.

FORM 4952 INCOME FROM PROPERTY HELD FOR INVESTMENT STATEMENT 31

DESCRIPTION	AMOUNT
INTEREST INCOME	19,508.
DIVIDEND INCOME	24,721.
EVERGREEN PRIVATE INVESTMENTS FUNDS - ROYALTY	1.
TOTAL TO FORM 4952, LINE 4A	44,230.

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FORM 4952 INVESTMENT EXPENSES STATEMENT 32

DESCRIPTION	AMOUNT
SCHEDULE A DEDUCTIONS	48.
TOTAL TO FORM 4952, LINE 5	48.

FORM 4952 DISALLOWED INVESTMENT INTEREST EXPENSE STATEMENT 33

DESCRIPTION	AMOUNT
SCHEDULE A - C/O	9,308.
EVERGREEN PRIVATE INVESTMENTS FUNDS - SCHEDULE A	3,360.
EVERGREEN PRIVATE INVESTMENT FUNDS - SCHEDULE A	1,834.
SCHEDULE A	28,181.
TOTAL TO FORM 4952, LINE 7	42,683.

FORM 4952AMT INVESTMENT INTEREST EXPENSE STATEMENT 34

DESCRIPTION	CURRENT	CARRYOVER
WELLS FARGO BANK	46,289.	
WACHOVIA BANK	33,383.	
FROM K-1 - EVERGREEN PRIVATE INVESTMENTS FUNDS	9,498.	
FROM K-1 - EVERGREEN PRIVATE INVESTMENT FUNDS	5,185.	
AMT INVESTMENT INTEREST CARRYOVER		9,308.
TOTALS TO FORM 4952AMT, LINES 1 AND 2	94,355.	9,308.

FORM 6781 PART I - SECTION 1256 CONTRACTS MARKED TO MARKET STATEMENT 35

(A) IDENTIFICATION OF ACCOUNT	(B) (LOSS)	(C) GAIN
FROM K-1 - EVERGREEN PRIVATE INVESTMENTS FUNDS	485.	
FROM K-1 - EVERGREEN PRIVATE INVESTMENT FUNDS	497.	
TOTAL TO FORM 6781, LINE 1, COLUMNS B AND C	982.	

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FORM 8582 OTHER PASSIVE ACTIVITIES - WORKSHEET 3 STATEMENT 36

NAME OF ACTIVITY	CURRENT YEAR NET INCOME	CURRENT YEAR NET LOSS	PRIOR YEAR UNALLOWED LOSS	OVERALL GAIN OR LOSS GAIN	OVERALL GAIN OR LOSS LOSS
EVERGREEN PRIVATE INVESTMENTS FUNDS	1,760.	0.		1,760.	
EVERGREEN PRIVATE INVESTMENT FUNDS	0.	<8,134.>			<8,134.>
TOTALS	1,760.	<8,134.>		1,760.	<8,134.>

FORM 8582 ALLOCATION OF UNALLOWED LOSSES - WORKSHEET 5 STATEMENT 37

NAME OF ACTIVITY	FORM OR SCHEDULE	LOSS	RATIO	UNALLOWED LOSS
EVERGREEN PRIVATE INVESTMENT FUNDS	SCH E	8,134.	1.000000000	6,374.
TOTALS		8,134.	1.000000000	6,374.

FORM 8582 ALLOWED LOSSES - WORKSHEET 6 STATEMENT 38

NAME OF ACTIVITY	FORM OR SCHEDULE	LOSS	UNALLOWED LOSS	ALLOWED LOSS
EVERGREEN PRIVATE INVESTMENT FUNDS	SCH E	8,134.	6,374.	1,760.
TOTALS		8,134.	6,374.	1,760.

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FORM 8582 SUMMARY OF PASSIVE ACTIVITIES STATEMENT 39

R R E A - NAME	FORM OR SCHEDULE	GAIN/LOSS	PRIOR YEAR C/O	NET GAIN/LOSS	UNALLOWED LOSS	ALLOWED LOSS
EVERGREEN PRIVATE INVESTMENTS FUNDS	FORM 4797	254.		254.		
EVERGREEN PRIVATE INVESTMENTS FUNDS	SCH E	1,506.		1,506.		
EVERGREEN PRIVATE INVESTMENT FUNDS	SCH E	<8,134.>		<8,134.>	6,374.	1,760.
TOTALS		<6,374.>		<6,374.>	6,374.	1,760.
PRIOR YEAR CARRYOVERS ALLOWED DUE TO CURRENT YEAR NET ACTIVITY INCOME						
TOTAL TO FORM 8582, LINE 16						1,760.

FORM 8582 ALTERNATIVE MINIMUM TAX STATEMENT 40
OTHER PASSIVE ACTIVITIES - WORKSHEET 3

NAME OF ACTIVITY	CURRENT YEAR NET INCOME	CURRENT YEAR NET LOSS	PRIOR YEAR UNALLOWED LOSS	OVERALL GAIN OR LOSS GAIN	OVERALL GAIN OR LOSS LOSS
EVERGREEN PRIVATE INVESTMENTS FUNDS	1,800.	0.		1,800.	
EVERGREEN PRIVATE INVESTMENT FUNDS	0.	<8,132.>			<8,132.>
TOTALS	1,800.	<8,132.>		1,800.	<8,132.>

FORM 8582 ALTERNATIVE MINIMUM TAX STATEMENT 41
ALLOCATION OF UNALLOWED LOSSES - WORKSHEET 5

NAME OF ACTIVITY	FORM OR SCHEDULE	LOSS	RATIO	UNALLOWED LOSS
EVERGREEN PRIVATE INVESTMENT FUNDS	SCH E	8,132.	1.000000000	6,332.
TOTALS		8,132.	1.000000000	6,332.

FORM 8582 ALTERNATIVE MINIMUM TAX STATEMENT 42
ALLOWED LOSSES - WORKSHEET 6

NAME OF ACTIVITY	FORM OR SCHEDULE	LOSS	UNALLOWED LOSS	ALLOWED LOSS
EVERGREEN PRIVATE INVESTMENT FUNDS	SCH E	8,132.	6,332.	1,800.
TOTALS		8,132.	6,332.	1,800.

FORM 8582AMT SUMMARY OF PASSIVE ACTIVITIES - AMT STATEMENT 43

R R E A - NAME	FORM OR SCHEDULE	GAIN/LOSS	PRIOR YEAR C/O	NET GAIN/LOSS	UNALLOWED LOSS	ALLOWED LOSS
EVERGREEN PRIVATE INVESTMENTS FUNDS	FORM 4797	254.		254.		
EVERGREEN PRIVATE INVESTMENTS FUNDS	SCH E	1,546.		1,546.		
EVERGREEN PRIVATE INVESTMENT FUNDS	SCH E	<8,132.>		<8,132.>	6,332.	1,800.
TOTALS		<6,332.>		<6,332.>	6,332.	1,800.

PRIOR YEAR CARRYOVERS ALLOWED DUE TO CURRENT YEAR NET ACTIVITY INCOME

TOTAL TO FORM 8582AMT, LINE 16 1,800.

GOLDSTEIN LEWIN & CO.
1900 N.W. CORPORATE BLVD. STE E-300
BOCA RATON, FL 33431-8502

ARBITRAGE INTERNATIONAL MANAGEMENT LLC
950 PENINSULA CORPORATE CIRCLE #3010
BOCA RATON, FL 33487

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CLIENT'S COPY

Goldstein
Lewin & Co.
CERTIFIED PUBLIC ACCOUNTANTS
AND CONSULTANTS

CLIENT: 4002147.0
JUNE 5, 2007

ARBITRAGE INTERNATIONAL MANAGEMENT LLC
950 PENINSULA CORPORATE CIRCLE #3010
BOCA RATON, FL 33487

PROFESSIONAL SERVICES RENDERED IN THE PREPARATION OF YOUR 2006 S CORPORATION RETURNS, INCLUDING:

FORM 1120S, U.S. INCOME TAX RETURN FOR AN S CORPORATION	$ 42.25
SCHEDULE K-1, SHAREHOLDER'S SHARE OF INCOME, ETC	1.85
TOTAL FEE	$ 44.10

1900 NW Corporate Blvd. E-300
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(reply to Boca address)

Goldstein
Lewin & Co.
CERTIFIED PUBLIC ACCOUNTANTS
AND CONSULTANTS

MAY 11, 2007

ARBITRAGE INTERNATIONAL MANAGEMENT LLC
950 PENINSULA CORPORATE CIRCLE #3010
BOCA RATON, FL 33487

ARBITRAGE INTERNATIONAL MANAGEMENT LLC:

ENCLOSED ARE THE ORIGINAL AND ONE COPY OF YOUR 2006 S CORPORATION TAX RETURN, AS FOLLOWS...

2006 U.S. S CORPORATION INCOME TAX RETURN

THE ORIGINAL SHOULD BE DATED, SIGNED AND FILED IN ACCORDANCE WITH THE FILING INSTRUCTIONS. THE COPY SHOULD BE RETAINED FOR YOUR FILES.

SINCERELY,

GOLDSTEIN LEWIN & CO.

1900 NW Corporate Blvd. E-300
Boca Raton, Florida 33431
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1 East Broward Blvd., Suite 700
Ft. Lauderdale, Florida 33301
(reply to Boca address)

2006 TAX RETURN FILING INSTRUCTIONS

U.S. S CORPORATION INCOME TAX RETURN

FOR THE YEAR ENDING

AUGUST 31, 2006

Prepared for	ARBITRAGE INTERNATIONAL MANAGEMENT LLC 950 PENINSULA CORPORATE CIRCLE #3010 BOCA RATON, FL 33487
Prepared by	GOLDSTEIN LEWIN & CO. 1900 N.W. CORPORATE BLVD. STE E-300 BOCA RATON, FL 33431-8502
To be signed and dated by	THE APPROPRIATE CORPORATE OFFICER(S).
Amount of tax	Total tax $ 0 Less: payments and credits $ 0 Plus: interest and penalties $ 0 NO PMT REQUIRED $
Overpayment	Credited to your estimated tax $ 0 Refunded to you $ 0
Make check payable to	NOT APPLICABLE
Mail tax return and check (if applicable) to	INTERNAL REVENUE SERVICE CENTER OGDEN, UT 84201-0013
Return must be mailed on or before	MAY 15, 2007
Special Instructions	ENCLOSED IS A COPY OF SCHEDULE K-1 TO BE DISTRIBUTED TO THE SHAREHOLDER.

600084/05-01-06

Form **1120S**

Department of the Treasury
Internal Revenue Service (77)

U.S. Income Tax Return for an S Corporation

▶ Do not file this form unless the corporation has filed Form 2553 to elect to be an S corporation.

EXTENSION GRANTED TO 05/15/07

OMB No. 1545-0130

2006

For calendar year 2006, or tax year beginning JUNE 27, 2006 , and ending AUGUST 31, 2006

A Effective date of S election: 06/27/2006	Use the IRS label. Otherwise, print or type. Name: ARBITRAGE INTERNATIONAL MANAGEMENT LLC	C Employer identification number: 20-5290246
B Business activity code number (see instructions): 524210	Number, street, and room or suite no. If a P.O. box, see instructions.: 950 PENINSULA CORPORATE CIRCLE #3010	D Date incorporated: 06/27/2006
	City or town, state, and ZIP code: BOCA RATON, FL 33487	E Total assets (see instructions): $ 850.

F Check if: (1) [X] Initial return (2) [X] Final return (3) [ ] Name change (4) [ ] Address change (5) [ ] Amended return

G Enter the number of shareholders in the corporation at end of the tax year ▶ 1

H Check if Schedule M-3 is required *(attach Schedule M-3)* ▶ [ ]

Caution: *Include* **only** *trade or business income and expenses on lines 1a through 21. See the instructions for more information.*

Income	1a Gross receipts or sales	b Less returns and allowances	c Bal ▶	1c	
	2 Cost of goods sold (Schedule A, line 8)			2	
	3 Gross profit. Subtract line 2 from line 1c			3	
	4 Net gain (loss) from Form 4797, Part II, line 17 *(attach Form 4797)*			4	
	5 Other income (loss) *(attach statement)* STATEMENT 2			5	10,000.
	6 **Total income (loss).** Add lines 3 through 5 ▶			6	10,000.
Deductions (See instructions for limitations)	7 Compensation of officers			7	
	8 Salaries and wages (less employment credits)			8	
	9 Repairs and maintenance			9	
	10 Bad debts			10	
	11 Rents			11	
	12 Taxes and licenses			12	
	13 Interest			13	
	14 Depreciation not claimed on Schedule A or elsewhere on return *(attach Form 4562)*			14	
	15 Depletion **(Do not deduct oil and gas depletion.)**			15	
	16 Advertising			16	
	17 Pension, profit-sharing, etc., plans			17	
	18 Employee benefit programs			18	
	19 Other deductions *(attach statement)* STATEMENT 3			19	10,000.
	20 **Total deductions.** Add lines 7 through 19 ▶			20	10,000.
	21 **Ordinary business income (loss).** Subtract line 20 from line 6			21	0.
Tax and Payments	22a Excess net passive income or LIFO recapture tax *(see instructions)*	22a			
	b Tax from Schedule D (Form 1120S)	22b			
	c Add lines 22a and 22b			22c	
	23a 2006 estimated tax payments and 2005 overpayment credited to 2006	23a			
	b Tax deposited with Form 7004	23b			
	c Credit for federal tax paid on fuels *(attach Form 4136)*	23c			
	d Credit for federal telephone excise tax paid *(attach Form 8913)*	23d			
	e Add lines 23a through 23d			23e	
	24 Estimated tax penalty *(see instructions)*. Check if Form 2220 is attached ▶ [ ]			24	
	25 **Amount owed.** If line 23e is smaller than the total of lines 22c and 24, enter amount owed			25	
	26 **Overpayment.** If line 23e is larger than the total of lines 22c and 24, enter amount overpaid			26	
	27 Enter amount from line 26 **Credited to 2007 estimated tax** ▶	**Refunded** ▶		27	

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

▶ Signature of officer | Date | ▶ Title

May the IRS discuss this return with the preparer shown below (see instr.)? [X] Yes [ ] No

Paid Preparer's Use Only

Preparer's signature ▶	Date	Check if self-employed [ ]	Preparer's SSN or PTIN: P00127193
Firm's name (or yours if self-employed), address, and ZIP code ▶ GOLDSTEIN LEWIN & CO. 1900 N.W. CORPORATE BLVD. STE E-300 BOCA RATON, FL 33431-8502		EIN: 59-2147155	Phone no. (561)994-5050

JWA 611701 12-28-06 For Privacy Act and Paperwork Reduction Act Notice, see the separate instructions. Form **1120S** (2006)

Schedule A Cost of Goods Sold (see instructions)

1	Inventory at beginning of year	1	
2	Purchases	2	
3	Cost of labor	3	
4	Additional section 263A costs (attach statement)	4	
5	Other costs (attach statement)	5	
6	**Total.** Add lines 1 through 5	6	
7	Inventory at end of year	7	
8	**Cost of goods sold.** Subtract line 7 from line 6. Enter here and on page 1, line 2	8	

9a Check all methods used for valuing closing inventory: (i) ☐ Cost as described in Regulations section 1.471-3
(ii) ☐ Lower of cost or market as described in Regulations section 1.471-4
(iii) ☐ Other (Specify method used and attach explanation) ▶

b Check if there was a writedown of subnormal goods as described in Regulations section 1.471-2(c) ▶ ☐

c Check if the LIFO inventory method was adopted this tax year for any goods (if checked, attach Form 970) ▶ ☐

d If the LIFO inventory method was used for this tax year, enter percentage (or amounts) of closing inventory computed under LIFO 9d

e If property is produced or acquired for resale, do the rules of Section 263A apply to the corporation? ☐ Yes ☐ No

f Was there any change in determining quantities, cost, or valuations between opening and closing inventory? ☐ Yes ☐ No
If "Yes," attach explanation.

Schedule B Other Information (see instructions)

		Yes	No
1	Check method of accounting: (a) ☒ Cash (b) ☐ Accrual (c) ☐ Other (specify) ▶		
2	See the instructions and enter the: (a) Business activity ▶ INSURANCE AGENCY (b) Product or service ▶ INSURANCE		
3	At the end of the tax year, did the corporation own, directly or indirectly, 50% or more of the voting stock of a domestic corporation? (For rules of attribution, see section 267(c).) If "Yes," attach a statement showing: (a) name and employer identification number (EIN), (b) percentage owned, and (c) if 100% owned, was a QSub election made?		X
4	Was the corporation a member of a controlled group subject to the provisions of section 1561?		X
5	Has this corporation filed, or is it required to file, a return under section 6111 to provide information on any reportable transaction?		X
6	Check this box if the corporation issued publicly offered debt instruments with original issue discount ▶ ☐ If checked, the corporation may have to file **Form 8281**, Information Return for Publicly Offered Original Issue Discount Instruments.		
7	If the corporation: (a) was a C corporation before it elected to be an S corporation or the corporation acquired an asset with a basis determined by reference to its basis (or the basis of any other property) in the hands of a C corporation and (b) has net unrealized built-in gain (defined in section 1374(d)(1)) in excess of the net recognized built-in gain from prior years, enter the net unrealized built-in gain reduced by net recognized built-in gain from prior years ▶ $		
8	Enter the accumulated earnings and profits of the corporation at the end of the tax year ▶ $		
9	Are the corporation's total receipts (see instructions) for the tax year and its total assets at the end of the tax year less than $250,000? If "Yes," the corporation is not required to complete Schedules L and M-1	X	

Note: If the corporation, at any time during the tax year, had assets or operated a business in a foreign country or U.S. possession, it may be required to attach **Schedule N (Form 1120)**, Foreign Operations of U.S. Corporations, to this return. See Schedule N for details.

Schedule K Shareholders' Pro Rata Share Items

				Total amount
Income (Loss)	1	Ordinary business income (loss) (page 1, line 21)	1	
	2	Net rental real estate income (loss) (attach Form 8825)	2	
	3a	Other gross rental income (loss)	3a	
	b	Expenses from other rental activities (attach statement)	3b	
	c	Other net rental income (loss). Subtract line 3b from line 3a	3c	
	4	Interest income	4	
	5	Dividends: a Ordinary dividends	5a	
		b Qualified dividends	5b	
	6	Royalties	6	
	7	Net short-term capital gain (loss) (attach Schedule D (Form 1120S))	7	
	8a	Net long-term capital gain (loss) (attach Schedule D (Form 1120S))	8a	
	b	Collectibles (28%) gain (loss)	8b	
	c	Unrecaptured section 1250 gain (attach statement)	8c	
	9	Net section 1231 gain (loss) (attach Form 4797)	9	
	10	Other income (loss) (see instructions) Type ▶	10	

	Shareholders' Pro Rata Share Items (continued)		Total amount
Deductions	11 Section 179 deduction (attach Form 4562)	11	
	12 a Contributions	12a	
	b Investment interest expense	12b	
	c Section 59(e)(2) expenditures (1) Type ▶		
	(2) Amount ▶	12c(2)	
	d Other deductions (see instructions) Type ▶	12d	
Credits	13 a Low-income housing credit (section 42(j)(5))	13a	
	b Low-income housing credit (other)	13b	
	c Qualified rehabilitation expenditures (rental real estate) (attach Form 3468)	13c	
	d Other rental real estate credits (see instructions) Type ▶	13d	
	e Other rental credits (see instructions) Type ▶	13e	
	f Credit for alcohol used as fuel (attach Form 6478)	13f	
	g Other credits (see instructions) Type ▶	13g	
Foreign Transactions	14 a Name of country or U.S. possession ▶	[redacted]	
	b Gross income from all sources	14b	
	c Gross income sourced at shareholder level	14c	
	Foreign gross income sourced at corporate level	[redacted]	
	d Passive	14d	
	e Listed categories (attach statement)	14e	
	f General limitation	14f	
	Deductions allocated and apportioned at shareholder level	[redacted]	
	g Interest expense	14g	
	h Other	14h	
	Deductions allocated and apportioned at corporate level to foreign source income	[redacted]	
	i Passive	14i	
	j Listed categories (attach statement)	14j	
	k General limitation	14k	
	Other information	[redacted]	
	l Total foreign taxes (check one): ▶ ☐ Paid ☐ Accrued	14l	
	m Reduction in taxes available for credit (attach statement)	14m	
	n Other foreign tax information (attach statement)	[redacted]	[redacted]
Alternative Minimum Tax (AMT) Items	15 a Post-1986 depreciation adjustment	15a	
	b Adjusted gain or loss	15b	
	c Depletion (other than oil and gas)	15c	
	d Oil, gas, and geothermal properties - gross income	15d	
	e Oil, gas, and geothermal properties - deductions	15e	
	f Other AMT items (attach statement)	15f	
Items Affecting Shareholder Basis	16 a Tax-exempt interest income	16a	
	b Other tax-exempt income	16b	
	c Nondeductible expenses	16c	
	d Property distributions	16d	
	e Repayment of loans from shareholders	16e	
Other Information	17 a Investment income	17a	
	b Investment expenses	17b	
	c Dividend distributions paid from accumulated earnings and profits	17c	
	d Other items and amounts (attach statement)	[redacted]	[redacted]
Recon-ciliation	18 **Income/loss reconciliation.** Combine the amounts on lines 1 through 10 in the far right column. From the result, subtract the sum of the amounts on lines 11 through 12d and 14l	18	

Schedule L Balance Sheets per Books

Assets	Beginning of tax year (a)	Beginning of tax year (b)	End of tax year (c)	End of tax year (d)
1 Cash				
2 a Trade notes and accounts receivable				
b Less allowance for bad debts				
3 Inventories				
4 U.S. Government obligations				
5 Tax-exempt securities				
6 Other current assets (att. stmt.)	STATEMENT 4			850.
7 Loans to shareholders				
8 Mortgage and real estate loans				
9 Other investments (att. stmt.)				
10 a Buildings and other depreciable assets				
b Less accumulated depreciation				
11 a Depletable assets				
b Less accumulated depletion				
12 Land (net of any amortization)				
13 a Intangible assets (amortizable only)				
b Less accumulated amortization				
14 Other assets (att. stmt.)				
15 Total assets				850.
Liabilities and Shareholders' Equity				
16 Accounts payable				
17 Mortgages, notes, bonds payable in less than 1 year				
18 Other current liabilities (att. stmt.)	STATEMENT 5			750.
19 Loans from shareholders				
20 Mortgages, notes, bonds payable in 1 year or more				
21 Other liabilities (att. stmt.)				
22 Capital stock				100.
23 Additional paid-in capital				
24 Retained earnings				
25 Adjustments to shareholders' equity (att. stmt.)				
26 Less cost of treasury stock		( )		( )
27 Total liabilities and shareholders' equity				850.

Schedule M-1 Reconciliation of Income (Loss) per Books With Income (Loss) per Return

Note: Schedule M-3 required instead of Schedule M-1 if total assets are $10 million or more - see instructions

1 Net income (loss) per books		5 Income recorded on books this year not included on Schedule K, lines 1 through 10 (itemize): a Tax-exempt interest $	
2 Income included on Schedule K, lines 1, 2, 3c, 4, 5a, 6, 7, 8a, 9, and 10, not recorded on books this year (itemize):			
3 Expenses recorded on books this year not included on Schedule K, lines 1 through 12 and 14l (itemize): a Depreciation $ b Travel and entertainment $		6 Deductions included on Schedule K, lines 1 through 12 and 14l, not charged against book income this year (itemize): a Depreciation $	
		7 Add lines 5 and 6	
4 Add lines 1 through 3		8 Income (loss) (Schedule K, line 18). Line 4 less line 7	

Schedule M-2 Analysis of Accumulated Adjustments Account, Other Adjustments Account, and Shareholders' Undistributed Taxable Income Previously Taxed (see instructions)

	(a) Accumulated adjustments account	(b) Other adjustments account	(c) Shareholders' undistributed taxable income previously taxed
1 Balance at beginning of tax year			
2 Ordinary income from page 1, line 21			
3 Other additions			
4 Loss from page 1, line 21	( )		
5 Other reductions	( )	( )	
6 Combine lines 1 through 5			
7 Distributions other than dividend distributions			
8 Balance at end of tax year. Subtract line 7 from line 6			

ARBITRAGE INTERNATIONAL MANAGEMENT LLC 20-5290246

FOOTNOTES STATEMENT 1

THIS ENTITY IS DEEMED TO HAVE BEEN LIQUIDATED DUE TO A QSUB ELECTION EFFECTIVE 9/1/06.

ARBITRAGE INTERNATIONAL MANAGEMENT LLC 20-5290246

FORM 1120S OTHER INCOME STATEMENT 2

DESCRIPTION	AMOUNT
MANAGEMENT FEES	10,000.
TOTAL TO FORM 1120S, PAGE 1, LINE 5	10,000.

FORM 1120S OTHER DEDUCTIONS STATEMENT 3

DESCRIPTION	AMOUNT
COMPUTER EXPENSES	10,000.
TOTAL TO FORM 1120S, PAGE 1, LINE 19	10,000.

SCHEDULE L OTHER CURRENT ASSETS STATEMENT 4

DESCRIPTION	BEGINNING OF TAX YEAR	END OF TAX YEAR
LOAN RECEIVABLE-CFC OF DELAWARE		750.
STOCK SUBSCRIPTION RECEIVABLE		100.
TOTAL TO SCHEDULE L, LINE 6		850.

SCHEDULE L OTHER CURRENT LIABILITIES STATEMENT 5

DESCRIPTION	BEGINNING OF TAX YEAR	END OF TAX YEAR
LOAN PAYABLE-MARKETING		750.
TOTAL TO SCHEDULE L, LINE 18		750.

671106

Schedule K-1 (Form 1120S)

Department of the Treasury
Internal Revenue Service

2006

For calendar year 2006, or tax year beginning JUNE 27, 2006
ending AUGUST 31, 2006

[X] Final K-1 [ ] Amended K-1 OMB No. 1545-0130

Shareholder's Share of Income, Deductions, Credits, etc. ▶ See separate instructions.

Part I Information About the Corporation

A Corporation's employer identification number
20-5290246

B Corporation's name, address, city, state, and ZIP code

ARBITRAGE INTERNATIONAL MANAGEMENT LLC
950 PENINSULA CORPORATE CIRCLE #3010
BOCA RATON, FL 33487

C IRS Center where corporation filed return
OGDEN, UT

D [ ] Tax shelter registration number, if any

E [ ] Check if Form 8271 is attached

Part II Information About the Shareholder

F Shareholder's identifying number
371-32-5211

G Shareholder's name, address, city, state and ZIP code

SIMON BERNSTEIN
7020 LIONS HEAD LANE
BOCA RATON, FM 33496

H Shareholder's percentage of stock ownership for tax year 100.000000%

For IRS Use Only

Part III Shareholder's Share of Current Year Income, Deductions, Credits, and Other Items

1	Ordinary business income (loss)	13	Credits
2	Net rental real estate income (loss)		
3	Other net rental income (loss)		
4	Interest income		
5a	Ordinary dividends		
5b	Qualified dividends	14	Foreign transactions
6	Royalties		
7	Net short-term capital gain (loss)		
8a	Net long-term capital gain (loss)		
8b	Collectibles (28%) gain (loss)		
8c	Unrecaptured sec 1250 gain		
9	Net section 1231 gain (loss)		
10	Other income (loss)	15	Alternative min tax (AMT) items
11	Section 179 deduction	16	Items affecting shareholder basis
12	Other deductions		
		17	Other information

*See attached statement for additional information.

This list identifies the codes used on Schedule K-1 for all shareholders and provides summarized reporting information for shareholders who file Form 1040. For detailed reporting and filing information, see the separate Shareholder's Instructions for Schedule K-1 and the instructions for your income tax return.

		Report on
1.	Ordinary business income (loss). You must first determine whether the income (loss) is passive or nonpassive. Then enter on your return as follows:	
	Passive loss	See the Shareholder's Instructions
	Passive income	Schedule E, line 28, column (g)
	Nonpassive loss	Schedule E, line 28, column (h)
	Nonpassive income	Schedule E, line 28, column (j)
2.	Net rental real estate income (loss)	See the Shareholder's Instructions
3.	Other net rental income (loss)	
	Net income	Schedule E, line 28, column (g)
	Net loss	See the Shareholder's Instructions
4.	Interest income	Form 1040, line 8a
5a.	Ordinary dividends	Form 1040, line 9a
5b.	Qualified dividends	Form 1040, line 9b
6.	Royalties	Schedule E, line 4
7.	Net short-term capital gain (loss)	Schedule D, line 5, column (f)
8a.	Net long-term capital gain (loss)	Schedule D, line 12, column (f)
8b.	Collectibles (28%) gain (loss)	28% Rate Gain Worksheet, line 4 (Schedule D Instructions)
8c.	Unrecaptured section 1250 gain	See the Shareholder's Instructions
9.	Net section 1231 gain (loss)	See the Shareholder's Instructions
10.	Other income (loss)	
	Code	
	A Other portfolio income (loss)	See the Shareholder's Instructions
	B Involuntary conversions	See the Shareholder's Instructions
	C Sec. 1256 contracts & straddles	Form 6781, line 1
	D Mining exploration costs recapture	See Pub. 535
	E Other income (loss)	See the Shareholder's Instructions
11.	Section 179 deduction	See the Shareholder's Instructions
12.	Other deductions	
	A Cash contributions (50%)	See the Shareholder's Instructions
	B Cash contributions (30%)	
	C Noncash contributions (50%)	
	D Noncash contributions (30%)	
	E Capital gain property to a 50% organization (30%)	
	F Capital gain property (20%)	
	G Investment interest expense	Form 4952, line 1
	H Deductions - royalty income	Schedule E, line 18
	I Section 59(e)(2) expenditures	See the Shareholder's Instructions
	J Deductions - portfolio (2% floor)	Schedule A, line 22
	K Deductions - portfolio (other)	Schedule A, line 27
	L Preproductive period expenses	See the Shareholder's Instructions
	M Commercial revitalization deduction from rental real estate activities	See Form 8582 Instructions
	N Reforestation expense deduction	See the Shareholder's Instructions
	O Domestic production activities information	See Form 8903 instructions
	P Qualified production activities income	Form 8903, line 7
	Q Employer's W-2 wages	Form 8903, line 13
	R Other deductions	See the Shareholder's Instructions
13.	Credits	
	A Low-income housing credit (section 42(j)(5))	See the Shareholder's Instructions
	B Low-income housing credit (other)	
	C Qualified rehabilitation expenditures (rental real estate)	
	D Other rental real estate credits	
	E Other rental credits	
	F Undistributed capital gains credit	Form 1040, line 70; check box a
	G Credit for alcohol used as fuel	See the Shareholder's Instructions
	H Work opportunity credit	
	I Welfare-to-work credit	
	J Disabled access credit	
	K Empowerment zone and renewal community employment credit	Form 8844, line 3

		Report on
	Code	
	L Credit for increasing research activities	See the Shareholder's Instructions
	M New markets credit	
	N Credit for employer social security and Medicare taxes	
	O Backup withholding	Form 1040, line 64
	P Other credits	See the Shareholder's Instructions
14.	Foreign transactions	
	A Name of country or U.S. possession	Form 1116, Part I
	B Gross income from all sources	
	C Gross income sourced at shareholder level	
	Foreign gross income sourced at corporate level	
	D Passive	Form 1116, Part I
	E Listed categories	
	F General limitation	
	Deductions allocated and apportioned to shareholder level	
	G Interest expense	Form 1116, Part I
	H Other	Form 1116, Part I
	Deductions allocated and apportioned at corporate level to foreign source income	
	I Passive	Form 1116, Part I
	J Listed categories	
	K General limitation	
	Other information	
	L Total foreign taxes paid	Form 1116, Part II
	M Total foreign taxes accrued	Form 1116, Part II
	N Reduction in taxes available for credit	Form 1116, line 12
	O Foreign trading gross receipts	Form 8873
	P Extraterritorial income exclusion	Form 8873
	Q Other foreign transactions	See the Shareholder's Instructions
15.	Alternative minimum tax (AMT) items	
	A Post-1986 depreciation adjustment	See the Shareholder's Instructions and the Instructions for Form 6251
	B Adjusted gain or loss	
	C Depletion (other than oil & gas)	
	D Oil, gas, & geothermal - gross income	
	E Oil, gas, & geothermal - deductions	
	F Other AMT items	
16.	Items affecting shareholder basis	
	A Tax-exempt interest income	Form 1040, line 8b
	B Other tax-exempt income	See the Shareholder's Instructions
	C Nondeductible expenses	
	D Property distributions	
	E Repayment of loans from shareholders	
17.	Other information	
	A Investment income	Form 4952, line 4a
	B Investment expenses	Form 4952, line 5
	C Qualified rehabilitation expenditures (other than rental real estate)	See the Shareholder's Instructions
	D Basis of energy property	See the Shareholder's Instructions
	E Recapture of low-income housing credit (section 42(j)(5))	Form 8611, line 8
	F Recapture of low-income housing credit (other)	Form 8611, line 8
	G Recapture of investment credit	See Form 4255
	H Recapture of other credits	See the Shareholder's Instructions
	I Look-back interest - completed long-term contracts	See Form 8697
	J Look-back interest - income forecast method	See Form 8866
	K Dispositions of property with section 179 deductions	See the Shareholder's Instructions
	L Recapture of section 179 deduction	
	M Section 453(l)(3) information	
	N Section 453A(c) information	
	O Section 1260(b) information	
	P Interest allocable to production expenditures	
	Q CCF nonqualified withdrawals	
	R Information needed to figure depletion - oil and gas	
	S Amortization of reforestation costs	
	T Other information	

GOLDSTEIN LEWIN & CO.
1900 N.W. CORPORATE BLVD. STE E-300
BOCA RATON, FL 33431-8502

ARBITRAGE INTERNATIONAL MARKETING, INC.
950 PENINSULA CORPORATE CIRCLE #3010
BOCA RATON, FL 33487

626340
05-01-06

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CLIENT'S COPY

Goldstein Lewin & Co.
CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS

CLIENT: 4001225C
MAY 11, 2007

ARBITRAGE INTERNATIONAL MARKETING, INC.
950 PENINSULA CORPORATE CIRCLE #3010
BOCA RATON, FL 33487

PROFESSIONAL SERVICES RENDERED IN THE PREPARATION OF YOUR 2006 S CORPORATION RETURNS, INCLUDING:

FORM 1120S, U.S. INCOME TAX RETURN FOR AN S CORPORATION	$ 42.25
SCHEDULE K-1, SHAREHOLDER'S SHARE OF INCOME, ETC	1.85
FORM 4562, DEPRECIATION AND AMORTIZATION	1.85
CURRENT YEAR DEPRECIATION REPORT	1.35
NEXT YEAR DEPRECIATION REPORT	1.35
SHAREHOLDER BASIS WORKSHEET	2.00
TOTAL FEE	$ 50.65

1900 NW Corporate Blvd. E-300
Boca Raton, Florida 33431
Tel. (561) 994-5050
Fax (561) 241-0071

Broward (954) 429-8555
Dade (305) 944-3582
Palm Beach (561) 737-0309
www.glcpa.com

Ft. Lauderdale Office
1 East Broward Blvd., Suite 700
Ft. Lauderdale, Florida 33301
(reply to Boca address)

Goldstein
Lewin & Co.
CERTIFIED PUBLIC ACCOUNTANTS
AND CONSULTANTS

MAY 13, 2007

ARBITRAGE INTERNATIONAL MARKETING, INC.
950 PENINSULA CORPORATE CIRCLE #3010
BOCA RATON, FL 33487

ARBITRAGE INTERNATIONAL MARKETING, INC.:

ENCLOSED ARE THE ORIGINAL AND ONE COPY OF YOUR 2006 S CORPORATION TAX RETURN, AS FOLLOWS...

2006 U.S. S CORPORATION INCOME TAX RETURN

WE PREPARED THE RETURN FROM INFORMATION YOU FURNISHED US WITHOUT VERIFICATION. UPON EXAMINATION OF THE RETURN BY TAXING AUTHORITIES, REQUESTS MAY BE MADE FOR UNDERLYING DATA. WE THEREFORE RECOMMEND THAT YOU PRESERVE ALL RECORDS WHICH YOU MAY BE CALLED UPON TO PRODUCE IN CONNECTION WITH SUCH AN EXAMINATION.

WE HAVE ENCLOSED MAILING ENVELOPES FOR YOUR CONVENIENCE IN FILING THE RETURN.

WE RECOMMEND THAT YOU SEND THE RETURN TO THE TAXING AUTHORITIES BY CERTIFIED MAIL WITH A REQUEST FOR A RETURN RECEIPT. PLEASE RETAIN THE RECEIPT AS A PROOF OF TIMELY FILING.

WE SINCERELY APPRECIATE THIS OPPORTUNITY TO SERVE YOU. IF YOU HAVE ANY QUESTIONS REGARDING THE RETURN, PLEASE DO NOT HESITATE TO CALL.

1900 NW Corporate Blvd. E-300
Boca Raton, Florida 33431
Tel. (561) 994-5050
Fax (561) 241-0071

Broward (954) 429-8555
Dade (305) 944-3582
Palm Beach (561) 737-0309
www.glcpa.com

Ft. Lauderdale Office
1 East Broward Blvd., Suite 700
Ft. Lauderdale, Florida 33301
(reply to Boca address)

THE ORIGINAL SHOULD BE DATED, SIGNED AND FILED IN ACCORDANCE WITH THE FILING INSTRUCTIONS. THE COPY SHOULD BE RETAINED FOR YOUR FILES.

SINCERELY,

GOLDSTEIN LEWIN & CO.

2006 TAX RETURN FILING INSTRUCTIONS

U.S. S CORPORATION INCOME TAX RETURN

FOR THE YEAR ENDING

AUGUST 31, 2006

Prepared for	ARBITRAGE INTERNATIONAL MARKETING, INC. 950 PENINSULA CORPORATE CIRCLE #3010 BOCA RATON, FL 33487
Prepared by	GOLDSTEIN LEWIN & CO. 1900 N.W. CORPORATE BLVD. STE E-300 BOCA RATON, FL 33431-8502
To be signed and dated by	THE APPROPRIATE CORPORATE OFFICER(S).
Amount of tax	Total tax $ 0 Less: payments and credits $ 0 Plus: interest and penalties $ 0 NO PMT REQUIRED $
Overpayment	Credited to your estimated tax $ 0 Refunded to you $ 0
Make check payable to	NOT APPLICABLE
Mail tax return and check (if applicable) to	INTERNAL REVENUE SERVICE CENTER OGDEN, UT 84201-0013
Return must be mailed on or before	MAY 15, 2007
Special Instructions	ENCLOSED IS A COPY OF SCHEDULE K-1 TO BE DISTRIBUTED TO THE SHAREHOLDER.

600084/05-01-06

DEPRECIATION VARIANCE REPORT

ASSET NUMBER	DESCRIPTION	ACCOUNTANT'S CALCULATED DEPRECIATION	SYSTEM CALCULATED DEPRECIATION	VARIANCE
1	OFFICE FURNITURE	696.	464.	232.
2	OFFICE FURNITURE	285.	190.	95.
3	OFFICE FURNITURE	205.	137.	68.
4	OFFICE FURNITURE	288.	192.	96.
5	OFFICE FURNITURE	1,414.	943.	471.
6	START-UP COSTS	173.	115.	58.
7	OFFICE EQUIPMENT	767.	511.	256.
8	COMPUTER EQUIPMENT	69.	46.	23.

628141 05-01-06

Form **1120S**

Department of the Treasury
Internal Revenue Service (77)

U.S. Income Tax Return for an S Corporation

▶ Do not file this form unless the corporation has filed Form 2553 to elect to be an S corporation.

EXTENSION GRANTED TO 05/15/07

OMB No. 1545-0130

2006

For calendar year 2006, or tax year beginning JANUARY 1, 2006 , and ending AUGUST 31, 2006

A Effective date of S election: 01/01/2002	Use the IRS label. Otherwise, print or type. Name: ARBITRAGE INTERNATIONAL MARKETING, INC.	**C** Employer identification number: 65-1055556
B Business activity code number (see instructions): 524210	Number, street, and room or suite no. If a P.O. box, see instructions.: 950 PENINSULA CORPORATE CIRCLE #3010	**D** Date incorporated: 01/01/2001
	City or town, state, and ZIP code: BOCA RATON, FL 33487	**E** Total assets (see instructions): $ 937,965.

F Check if: (1) ☐ Initial return (2) ☒ Final return (3) ☐ Name change (4) ☒ Address change (5) ☐ Amended return

G Enter the number of shareholders in the corporation at end of the tax year ▶ 1

H Check if Schedule M-3 is required *(attach Schedule M-3)* ▶ ☐

Caution: *Include* **only** *trade or business income and expenses on lines 1a through 21. See the instructions for more information.*

Income	1 a	Gross receipts or sales 2,154,082. b Less returns and allowances c Bal ▶	1c	2,154,082.
	2	Cost of goods sold (Schedule A, line 8)	2	
	3	Gross profit. Subtract line 2 from line 1c	3	2,154,082.
	4	Net gain (loss) from Form 4797, Part II, line 17 *(attach Form 4797)*	4	
	5	Other income (loss) *(attach statement)*	5	
	6	**Total income (loss).** Add lines 3 through 5 ▶	6	2,154,082.
Deductions (See instructions for limitations)	7	Compensation of officers	7	
	8	Salaries and wages (less employment credits)	8	67,951.
	9	Repairs and maintenance	9	2,400.
	10	Bad debts	10	
	11	Rents	11	19,114.
	12	Taxes and licenses STATEMENT 2	12	7,415.
	13	Interest	13	
	14	Depreciation not claimed on Schedule A or elsewhere on return *(attach Form 4562)*	14	2,483.
	15	Depletion **(Do not deduct oil and gas depletion.)**	15	
	16	Advertising	16	4,880.
	17	Pension, profit-sharing, etc., plans	17	
	18	Employee benefit programs	18	
	19	Other deductions *(attach statement)* STATEMENT 3	19	1,491,476.
	20	**Total deductions.** Add lines 7 through 19 ▶	20	1,595,719.
	21	**Ordinary business income (loss).** Subtract line 20 from line 6	21	558,363.
Tax and Payments	22 a	Excess net passive income or LIFO recapture tax *(see instructions)* 22a		
	b	Tax from Schedule D (Form 1120S) 22b		
	c	Add lines 22a and 22b	22c	
	23 a	2006 estimated tax payments and 2005 overpayment credited to 2006 23a		
	b	Tax deposited with Form 7004 23b		
	c	Credit for federal tax paid on fuels *(attach Form 4136)* 23c		
	d	Credit for federal telephone excise tax paid *(attach Form 8913)* 23d		
	e	Add lines 23a through 23d	23e	
	24	Estimated tax penalty *(see instructions)*. Check if Form 2220 is attached ▶ ☐	24	
	25	**Amount owed.** If line 23e is smaller than the total of lines 22c and 24, enter amount owed	25	
	26	**Overpayment.** If line 23e is larger than the total of lines 22c and 24, enter amount overpaid	26	
	27	Enter amount from line 26 **Credited to 2007 estimated tax** ▶ **Refunded** ▶	27	

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

▶ Signature of officer | Date | ▶ Title

May the IRS discuss this return with the preparer shown below (see instr.)? ☒ Yes ☐ No

Paid Preparer's Use Only

Preparer's signature ▶	Date	Check if self-employed ☐	Preparer's SSN or PTIN: P00127193
Firm's name (or yours if self-employed), address, and ZIP code ▶ GOLDSTEIN LEWIN & CO. 1900 N.W. CORPORATE BLVD. STE E-300 BOCA RATON, FL 33431-8502		EIN: 59-2147155	Phone no. (561)994-5050

JWA 611701 12-28-08

For Privacy Act and Paperwork Reduction Act Notice, see the separate instructions.

Form **1120S** (2006)

Schedule A Cost of Goods Sold (see instructions)

1	Inventory at beginning of year	1	
2	Purchases	2	
3	Cost of labor	3	
4	Additional section 263A costs (attach statement)	4	
5	Other costs (attach statement)	5	
6	**Total.** Add lines 1 through 5	6	
7	Inventory at end of year	7	
8	**Cost of goods sold.** Subtract line 7 from line 6. Enter here and on page 1, line 2	8	

9a Check all methods used for valuing closing inventory: (i) ☐ Cost as described in Regulations section 1.471-3
(ii) ☐ Lower of cost or market as described in Regulations section 1.471-4
(iii) ☐ Other (Specify method used and attach explanation) ▶

b Check if there was a writedown of subnormal goods as described in Regulations section 1.471-2(c) ▶ ☐

c Check if the LIFO inventory method was adopted this tax year for any goods (if checked, attach Form 970) ▶ ☐

d If the LIFO inventory method was used for this tax year, enter percentage (or amounts) of closing inventory computed under LIFO 9d

e If property is produced or acquired for resale, do the rules of Section 263A apply to the corporation? ☐ Yes ☐ No

f Was there any change in determining quantities, cost, or valuations between opening and closing inventory? ☐ Yes ☐ No
If "Yes," attach explanation.

Schedule B Other Information (see instructions)

		Yes	No
1	Check method of accounting: (a) ☒ Cash (b) ☐ Accrual (c) ☐ Other (specify) ▶		
2	See the instructions and enter the: (a) Business activity ▶ INSURANCE AGENCY (b) Product or service ▶ INSURANCE		
3	At the end of the tax year, did the corporation own, directly or indirectly, 50% or more of the voting stock of a domestic corporation? (For rules of attribution, see section 267(c).) If "Yes," attach a statement showing: (a) name and employer identification number (EIN), (b) percentage owned, and (c) if 100% owned, was a QSub election made?		X
4	Was the corporation a member of a controlled group subject to the provisions of section 1561?		X
5	Has this corporation filed, or is it required to file, a return under section 6111 to provide information on any reportable transaction?		X
6	Check this box if the corporation issued publicly offered debt instruments with original issue discount ▶ ☐ If checked, the corporation may have to file **Form 8281**, Information Return for Publicly Offered Original Issue Discount Instruments.		
7	If the corporation: (a) was a C corporation before it elected to be an S corporation or the corporation acquired an asset with a basis determined by reference to its basis (or the basis of any other property) in the hands of a C corporation and (b) has net unrealized built-in gain (defined in section 1374(d)(1)) in excess of the net recognized built-in gain from prior years, enter the net unrealized built-in gain reduced by net recognized built-in gain from prior years ▶ $		
8	Enter the accumulated earnings and profits of the corporation at the end of the tax year ▶ $		
9	Are the corporation's total receipts (see instructions) for the tax year and its total assets at the end of the tax year less than $250,000? If "Yes," the corporation is not required to complete Schedules L and M-1		X

Note: If the corporation, at any time during the tax year, had assets or operated a business in a foreign country or U.S. possession, it may be required to attach **Schedule N (Form 1120)**, Foreign Operations of U.S. Corporations, to this return. See Schedule N for details.

Schedule K Shareholders' Pro Rata Share Items

				Total amount
Income (Loss)	1	Ordinary business income (loss) (page 1, line 21)	1	558,363.
	2	Net rental real estate income (loss) (attach Form 8825)	2	
	3a	Other gross rental income (loss) 3a		
	b	Expenses from other rental activities (attach statement) 3b		
	c	Other net rental income (loss). Subtract line 3b from line 3a	3c	
	4	Interest income	4	
	5	Dividends: a Ordinary dividends	5a	
		b Qualified dividends 5b		
	6	Royalties	6	
	7	Net short-term capital gain (loss) (attach Schedule D (Form 1120S))	7	
	8a	Net long-term capital gain (loss) (attach Schedule D (Form 1120S))	8a	
	b	Collectibles (28%) gain (loss) 8b		
	c	Unrecaptured section 1250 gain (attach statement) 8c		
	9	Net section 1231 gain (loss) (attach Form 4797)	9	
	10	Other income (loss) (see instructions) Type ▶	10	

	Shareholders' Pro Rata Share Items (continued)		Total amount
Deductions	11 Section 179 deduction (attach Form 4562)	11	37,470.
	12 a Contributions STATEMENT 4	12a	1,640.
	b Investment interest expense	12b	
	c Section 59(e)(2) expenditures (1) Type ▶		
	(2) Amount ▶	12c(2)	
	d Other deductions (see instructions) Type ▶	12d	
Credits	13 a Low-income housing credit (section 42(j)(5))	13a	
	b Low-income housing credit (other)	13b	
	c Qualified rehabilitation expenditures (rental real estate) (attach Form 3468)	13c	
	d Other rental real estate credits (see instructions) Type ▶	13d	
	e Other rental credits (see instructions) Type ▶	13e	
	f Credit for alcohol used as fuel (attach Form 6478)	13f	
	g Other credits (see instructions) Type ▶	13g	
Foreign Transactions	14 a Name of country or U.S. possession ▶		
	b Gross income from all sources	14b	
	c Gross income sourced at shareholder level	14c	
	Foreign gross income sourced at corporate level		
	d Passive	14d	
	e Listed categories (attach statement)	14e	
	f General limitation	14f	
	Deductions allocated and apportioned at shareholder level		
	g Interest expense	14g	
	h Other	14h	
	Deductions allocated and apportioned at corporate level to foreign source income		
	i Passive	14i	
	j Listed categories (attach statement)	14j	
	k General limitation	14k	
	Other information		
	l Total foreign taxes (check one): ▶ ☐ Paid ☐ Accrued	14l	
	m Reduction in taxes available for credit (attach statement)	14m	
	n Other foreign tax information (attach statement)		
Alternative Minimum Tax (AMT) Items	15 a Post-1986 depreciation adjustment	15a	
	b Adjusted gain or loss	15b	
	c Depletion (other than oil and gas)	15c	
	d Oil, gas, and geothermal properties - gross income	15d	
	e Oil, gas, and geothermal properties - deductions	15e	
	f Other AMT items (attach statement)	15f	
Items Affecting Shareholder Basis	16 a Tax-exempt interest income	16a	
	b Other tax-exempt income	16b	
	c Nondeductible expenses STATEMENT 5	16c	16,551.
	d Property distributions	16d	
	e Repayment of loans from shareholders	16e	
Other Information	17 a Investment income	17a	
	b Investment expenses	17b	
	c Dividend distributions paid from accumulated earnings and profits	17c	
	d Other items and amounts (attach statement)		
Reconciliation	18 **Income/loss reconciliation.** Combine the amounts on lines 1 through 10 in the far right column. From the result, subtract the sum of the amounts on lines 11 through 12d and 14l	18	519,253.

Schedule L Balance Sheets per Books

Assets	Beginning of tax year (a)	Beginning of tax year (b)	End of tax year (c)	End of tax year (d)
1 Cash		300.		409,482.
2 a Trade notes and accounts receivable				
b Less allowance for bad debts				
3 Inventories				
4 U.S. Government obligations				
5 Tax-exempt securities				
6 Other current assets (att. stmt.)	STATEMENT 7	204,528.		420,081.
7 Loans to shareholders				
8 Mortgage and real estate loans				
9 Other investments (att. stmt.)				
10 a Buildings and other depreciable assets	60,184.		97,654.	
b Less accumulated depreciation	47,219.	12,965.	87,172.	10,482.
11 a Depletable assets				
b Less accumulated depletion				
12 Land (net of any amortization)				
13 a Intangible assets (amortizable only)	866.		866.	
b Less accumulated amortization	692.	174.	807.	59.
14 Other assets (att. stmt.)	STATEMENT 8	4,255.		97,861.
15 Total assets		222,222.		937,965.
Liabilities and Shareholders' Equity				
16 Accounts payable				0.
17 Mortgages, notes, bonds payable in less than 1 year				172,281.
18 Other current liabilities (att. stmt.)	STATEMENT 9	41,648.		400.
19 Loans from shareholders				
20 Mortgages, notes, bonds payable in 1 year or more				
21 Other liabilities (att. stmt.)				
22 Capital stock		200.		200.
23 Additional paid-in capital		924,241.		1,010,199.
24 Retained earnings	STATEMENT 11	<743,867.>		<245,115.>
25 Adjustments to shareholders' equity (att. stmt.)				
26 Less cost of treasury stock		( )		( )
27 Total liabilities and shareholders' equity		222,222.		937,965.

Schedule M-1 Reconciliation of Income (Loss) per Books With Income (Loss) per Return

Note: Schedule M-3 required instead of Schedule M-1 if total assets are $10 million or more - see instructions

1 Net income (loss) per books	498,752.	5 Income recorded on books this year not included on Schedule K, lines 1 through 10 (itemize): a Tax-exempt interest $	
2 Income included on Schedule K, lines 1, 2, 3c, 4, 5a, 6, 7, 8a, 9, and 10, not recorded on books this year (itemize):			
3 Expenses recorded on books this year not included on Schedule K, lines 1 through 12 and 14l (itemize): a Depreciation $		6 Deductions included on Schedule K, lines 1 through 12 and 14l, not charged against book income this year (itemize): a Depreciation $	
b Travel and entertainment $ 11371.			
STMT 10 9,130.	20,501.	7 Add lines 5 and 6	
4 Add lines 1 through 3	519,253.	8 Income (loss) (Schedule K, line 18). Line 4 less line 7	519,253.

Schedule M-2 Analysis of Accumulated Adjustments Account, Other Adjustments Account, and Shareholders' Undistributed Taxable Income Previously Taxed (see instructions)

	(a) Accumulated adjustments account	(b) Other adjustments account	(c) Shareholders' undistributed taxable income previously taxed
1 Balance at beginning of tax year	<741,821.>		
2 Ordinary income from page 1, line 21	558,363.		
3 Other additions			
4 Loss from page 1, line 21	( )		
5 Other reductions STATEMENT 6	(55,661.)	( )	
6 Combine lines 1 through 5	<239,119.>		
7 Distributions other than dividend distributions			
8 Balance at end of tax year. Subtract line 7 from line 6	<239,119.>		

Form **4562**

Department of the Treasury
Internal Revenue Service

Depreciation and Amortization
(Including Information on Listed Property) OTHER

▶ See separate instructions. ▶ Attach to your tax return.

OMB No. 1545-0172

2006

Attachment Sequence No. **67**

Name(s) shown on return	Business or activity to which this form relates	Identifying number
ARBITRAGE INTERNATIONAL MARKETING, INC.	OTHER DEPRECIATION	65-1055556

Part I **Election To Expense Certain Property Under Section 179** **Note:** *If you have any listed property, complete Part V before you complete Part I.*

1	Maximum amount. See the instructions for a higher limit for certain businesses	1	108,000.
2	Total cost of section 179 property placed in service (see instructions)	2	37,470.
3	Threshold cost of section 179 property before reduction in limitation	3	430,000.
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	
5	Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions	5	108,000.

6 (a) Description of property	(b) Cost (business use only)	(c) Elected cost
OFFICE EQUIPMENT	16,619.	16,619.
OFFICE EQUIPMENT	12,651.	12,651.
COMPUTER EQUIPMENT	8,200.	8,200.

7	Listed property. Enter the amount from line 29	7	
8	Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7	8	37,470.
9	Tentative deduction. Enter the **smaller** of line 5 or line 8	9	37,470.
10	Carryover of disallowed deduction from line 13 of your 2005 Form 4562	10	
11	Business income limitation. Enter the smaller of business income (not less than zero) or line 5	11	108,000.
12	Section 179 expense deduction. Add lines 9 and 10, but do not enter more than line 11	12	37,470.
13	Carryover of disallowed deduction to 2007. Add lines 9 and 10, less line 12 ▶	13	

Note: *Do not use Part II or Part III below for listed property. Instead, use Part V.*

Part II **Special Depreciation Allowance and Other Depreciation (Do not include listed property.)**

14	Special allowance for qualified New York Liberty or Gulf Opportunity Zone property (other than listed property) placed in service during the tax year	14	
15	Property subject to section 168(f)(1) election	15	
16	Other depreciation (including ACRS)	16	

Part III **MACRS Depreciation (Do not include listed property.)** (See instructions.)

Section A

17	MACRS deductions for assets placed in service in tax years beginning before 2006	17	2,483.
18	If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here ▶ ☐		

Section B - Assets Placed in Service During 2006 Tax Year Using the General Depreciation System

	(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only - see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a	3-year property						
b	5-year property						
c	7-year property						
d	10-year property						
e	15-year property						
f	20-year property						
g	25-year property			25 yrs.		S/L	
h	Residential rental property	/		27.5 yrs.	MM	S/L	
		/		27.5 yrs.	MM	S/L	
i	Nonresidential real property	/		39 yrs.	MM	S/L	
		/			MM	S/L	

Section C - Assets Placed in Service During 2006 Tax Year Using the Alternative Depreciation System

20a	Class life					S/L	
b	12-year			12 yrs.		S/L	
c	40-year	/		40 yrs.	MM	S/L	

Part IV **Summary** (see instructions)

21	Listed property. Enter amount from line 28	21	
22	**Total.** Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations - see instr.	22	2,483.
23	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	23	

Part V **Listed Property** (Include automobiles, certain other vehicles, cellular telephones, certain computers, and property used for entertainment, recreation, or amusement.)
Note: *For any vehicle for which you are using the standard mileage rate or deducting lease expense, complete* **only** *24a, 24b, columns (a) through (c) of Section A, all of Section B, and Section C if applicable.*

Section A - Depreciation and Other Information (Caution: *See the instructions for limits for passenger automobiles.*)

24a Do you have evidence to support the business/investment use claimed? ☐ Yes ☐ No | 24b If "Yes," is the evidence written? ☐ Yes ☐ No

(a) Type of property (list vehicles first)	(b) Date placed in service	(c) Business/ investment use percentage	(d) Cost or other basis	(e) Basis for depreciation (business/investment use only)	(f) Recovery period	(g) Method/ Convention	(h) Depreciation deduction	(i) Elected section 179 cost
25 Special allowance for qualified New York Liberty or Gulf Opportunity Zone property placed in service during the tax year and used more than 50% in a qualified business use						25		
26 Property used more than 50% in a qualified business use:								
LEASED AUTO	010103	75.00 %						
		%						
		%						
27 Property used 50% or less in a qualified business use:								
		%				S/L -		
		%				S/L -		
		%				S/L -		
28 Add amounts in column (h), lines 25 through 27. Enter here and on line 21, page 1						28		
29 Add amounts in column (i), line 26. Enter here and on line 7, page 1							29	

Section B - Information on Use of Vehicles

Complete this section for vehicles used by a sole proprietor, partner, or other "more than 5% owner," or related person.
If you provided vehicles to your employees, first answer the questions in Section C to see if you meet an exception to completing this section for those vehicles.

	(a) Vehicle		(b) Vehicle		(c) Vehicle		(d) Vehicle		(e) Vehicle		(f) Vehicle	
30 Total business/investment miles driven during the year (**do not** include commuting miles)												
31 Total commuting miles driven during the year												
32 Total other personal (noncommuting) miles driven												
33 Total miles driven during the year. Add lines 30 through 32												
34 Was the vehicle available for personal use during off-duty hours?	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
35 Was the vehicle used primarily by a more than 5% owner or related person?												
36 Is another vehicle available for personal use?												

Section C - Questions for Employers Who Provide Vehicles for Use by Their Employees

Answer these questions to determine if you meet an exception to completing Section B for vehicles used by employees who **are not** more than 5% owners or related persons.

	Yes	No
37 Do you maintain a written policy statement that prohibits all personal use of vehicles, including commuting, by your employees?		
38 Do you maintain a written policy statement that prohibits personal use of vehicles, except commuting, by your employees? See the instructions for vehicles used by corporate officers, directors, or 1% or more owners		
39 Do you treat all use of vehicles by employees as personal use?		
40 Do you provide more than five vehicles to your employees, obtain information from your employees about the use of the vehicles, and retain the information received?		
41 Do you meet the requirements concerning qualified automobile demonstration use?		

Note: *If your answer to 37, 38, 39, 40, or 41 is "Yes," do not complete Section B for the covered vehicles.*

Part VI **Amortization**

(a) Description of costs	(b) Date amortization begins	(c) Amortizable amount	(d) Code section	(e) Amortization period or percentage	(f) Amortization for this year
42 Amortization of costs that begins during your 2006 tax year:					
43 Amortization of costs that began before your 2006 tax year				43	115.
44 **Total.** Add amounts in column (f). See the instructions for where to report				44	115.

2006 DEPRECIATION AND AMORTIZATION REPORT

OTHER DEPRECIATION — OTHER

Asset No.	Description	Date Acquired	Method	Life	Conv	Line No.	Unadjusted Cost Or Basis	Bus % Excl	Section 179 Expense	* Reduction In Basis	Basis For Depreciation	Beginning Accumulated Depreciation	Current Sec 179 Expense	Current Year Deduction	Ending Accumulated Depreciation
1	OFFICE FURNITURE	09/03/02	200DB	7.00	MQ	17	10,700.			3,210.	7,490.	5,054.		464.	5,518.
2	OFFICE FURNITURE	10/30/02	200DB	7.00	MQ	17	4,047.			1,214.	2,833.	1,837.		190.	2,027.
3	OFFICE FURNITURE	11/20/02	200DB	7.00	MQ	17	2,923.			877.	2,046.	1,327.		137.	1,464.
4	OFFICE FURNITURE	12/26/02	200DB	7.00	MQ	17	4,101.			1,230.	2,871.	1,862.		192.	2,054.
5	OFFICE FURNITURE	12/03/02	200DB	7.00	MQ	17	20,123.			6,037.	14,086.	9,136.		943.	10,079.
6	START-UP COSTS	01/01/02	195(B	60M	HY	43	866.				866.	692.		115.	807.
7	OFFICE EQUIPMENT	07/11/03	200DB	7.00	HY	17	12,274.			6,137.	6,137.	3,453.		511.	3,964.
8	COMPUTER EQUIPMENT	08/28/03	200DB	5.00	HY	17	1,203.			602.	601.	428.		46.	474.
9	LEASED AUTO	01/01/03	L		HY	21		.2500						0.	
10	OFFICE FURNITURE	04/28/05	200DB	7.00	HY	17	2,965.		2,965.					0.	
11	COMPUTER EQUIPMENT	06/01/05	200DB	5.00	HY	17	1,850.		1,850.					0.	
17	OFFICE EQUIPMENT	04/05/06	200DB	7.00	HY	19C	16,619.		16,619.				16,619.	16,619.	
18	OFFICE EQUIPMENT	05/01/06	200DB	7.00	HY	19C	12,651.		12,651.				12,651.	12,651.	
19	COMPUTER EQUIPMENT	05/01/06	200DB	5.00	HY	19B	8,200.		8,200.				8,200.	8,200.	
	* TOTAL OTHER DEPRECIATION & AMORT						98,522.		42,285.	19,307.	36,930.	23,789.	37,470.	40,068.	26,387.
	LESS: SEC 179 ALLOC TO SHAREHOLDERS													37,470.	
	NET DEPRECIATION													2,598.	

628111
12-05-06

(D) - Asset disposed

* ITC, Salvage, Bonus, Commercial Revitalization Deduction, GO Zone

2006 DEPRECIATION AND AMORTIZATION REPORT

OTHER DEPRECIATION — OTHER

Asset No.	Description	Date Acquired	Method	Life	Conv	Line No.	Unadjusted Cost Or Basis	Bus % Excl	Section 179 Expense	* Reduction In Basis	Basis For Depreciation	Beginning Accumulated Depreciation	Current Sec 179 Expense	Current Year Deduction	Ending Accumulated Depreciation
	CURRENT YEAR ACTIVITY														
	BEGINNING BALANCE						61,052.		4,815.	19,307.	36,930.	23,789.			26,387.
	ACQUISITIONS						37,470.		37,470.	0.	0.	0.			0.
	DISPOSITIONS						0.		0.	0.	0.	0.			0.
	ENDING BALANCE						98,522.		42,285.	19,307.	36,930.	23,789.			26,387.

628111
12-05-06

(D) - Asset disposed

* ITC, Salvage, Bonus, Commercial Revitalization Deduction, GO Zone

TS001093

ARBITRAGE INTERNATIONAL MARKETING, INC. 65-1055556

FOOTNOTES STATEMENT 1

THIS ENTITY IS DEEMED TO HAVE BEEN LIQUIDATED DUE TO A QSUB ELECTION EFFECTIVE 9/1/06.

ARBITRAGE INTERNATIONAL MARKETING, INC. 65-1055556

FORM 1120S TAXES AND LICENSES STATEMENT 2

DESCRIPTION	AMOUNT
LICENSES & TAXES	2,206.
TAXES-PAYROLL	5,209.
TOTAL TO FORM 1120S, PAGE 1, LINE 12	7,415.

FORM 1120S OTHER DEDUCTIONS STATEMENT 3

DESCRIPTION	AMOUNT
ALARM & GUARD SERVICE	877.
AMORTIZATION EXPENSE	115.
AUTO EXPENSES	15,541.
BANK CHARGES	312.
COMMISSIONS	1,185,229.
COMPUTER SUPPLIES AND EXP	18,956.
CONTRACT LABOR	6,500.
DUES AND SUBSCRIPTIONS	5,998.
INSURANCE	52,972.
LEGAL & ACCOUNTING	44,419.
MANAGEMENT FEES	10,000.
MARKETING	571.
MEALS AND ENTERTAINMENT	11,372.
MISCELLANEOUS EXPENSE	182.
MOVING EXPENSES	208.
OFFICE EXPENSE	37,913.
POSTAGE	5,797.
PRINTING AND SUPPLIES	24,068.
SUPPLIES	13,875.
TELEPHONE	17,748.
TRAVEL	34,078.
UTILITIES	4,745.
TOTAL TO FORM 1120S, PAGE 1, LINE 19	1,491,476.

ARBITRAGE INTERNATIONAL MARKETING, INC. 65-1055556

SCHEDULE K CHARITABLE CONTRIBUTIONS STATEMENT 4

DESCRIPTION	50% LIMIT	30% LIMIT	20% LIMIT
ORGANIZED CHARITIES	1,640.		
TOTALS TO SCHEDULE K, LINE 12A	1,640.		

SCHEDULE K NONDEDUCTIBLE EXPENSES STATEMENT 5

DESCRIPTION	AMOUNT
PERSONAL PORTION OF AUTO	5,180.
EXCLUDED MEALS AND ENTERTAINMENT EXPENSES	11,371.
TOTAL TO SCHEDULE K, LINE 16C	16,551.

SCHEDULE M-2 ACCUMULATED ADJUSTMENTS ACCOUNT- OTHER REDUCTIONS STATEMENT 6

DESCRIPTION	AMOUNT
CHARITABLE CONTRIBUTIONS	1,640.
SECTION 179 EXPENSE DEDUCTION	37,470.
NONDEDUCTIBLE EXPENSES	16,551.
TOTAL TO SCHEDULE M-2, LINE 5 - COLUMN (A)	55,661.

SCHEDULE L OTHER CURRENT ASSETS STATEMENT 7

DESCRIPTION	BEGINNING OF TAX YEAR	END OF TAX YEAR
LOAN RECEIVABLE-OTHER	204,528.	
LOAN RECEIVABLE-TED BERNSTEIN		385,831.
LOAN RECEIVABLE-AIM-APS ACCOUNT		7,500.
LOAN RECEIVABLE-AIM-MANAGEMENT		750.
LOAN RECEIVABLE-CAMBRIDGE FINANCING		26,000.
TOTAL TO SCHEDULE L, LINE 6	204,528.	420,081.

ARBITRAGE INTERNATIONAL MARKETING, INC. 65-1055556

SCHEDULE L OTHER ASSETS STATEMENT 8

DESCRIPTION	BEGINNING OF TAX YEAR	END OF TAX YEAR
SECURITY DEPOSITS	4,255.	4,255.
PROPRIETARY ESTATE PLANNING PROGRAM		93,606.
TOTAL TO SCHEDULE L, LINE 14	4,255.	97,861.

SCHEDULE L OTHER CURRENT LIABILITIES STATEMENT 9

DESCRIPTION	BEGINNING OF TAX YEAR	END OF TAX YEAR
PAYROLL TAXES PAYABLE	829.	0.
ACCRUED PENSION EXPENSE		
CASH OVERDRAFTS	40,819.	
401K PAYABLE		400.
TOTAL TO SCHEDULE L, LINE 18	41,648.	400.

SCHEDULE M-1 EXPENSES RECORDED ON BOOKS THIS YEAR NOT INCLUDED ON SCHEDULE K STATEMENT 10

DESCRIPTION	AMOUNT
PERSONAL PORTION OF AUTO	5,180.
PENALTY	3,950.
TOTAL TO SCHEDULE M-1, LINE 3	9,130.

SCHEDULE L ANALYSIS OF TOTAL RETAINED EARNINGS PER BOOKS STATEMENT 11

DESCRIPTION	AMOUNT
BALANCE AT BEGINNING OF YEAR	<743,867.>
NET INCOME PER BOOKS	498,752.
DISTRIBUTIONS	0.
OTHER INCREASES (DECREASES)	
BALANCE AT END OF YEAR - SCHEDULE L, LINE 24, COLUMN (D)	<245,115.>

ALTERNATIVE MINIMUM TAX DEPRECIATION REPORT

Asset No.	Description	Date Acquired	AMT Method	AMT Life	AMT Cost Or Basis	AMT Accumulated	Regular Depreciation	AMT Depreciation	AMT Adjustment
1	OFFICE FURNITURE	09 03 02	200DB	7.00	10,700.	5,054.	464.	464.	0.
2	OFFICE FURNITURE	10 30 02	200DB	7.00	4,047.	1,837.	190.	190.	0.
3	OFFICE FURNITURE	11 20 02	200DB	7.00	2,923.	1,327.	137.	137.	0.
4	OFFICE FURNITURE	12 26 02	200DB	7.00	4,101.	1,862.	192.	192.	0.
5	OFFICE FURNITURE	12 03 02	200DB	7.00	20,123.	9,136.	943.	943.	0.
7	OFFICE EQUIPMENT	07 11 03	200DB	7.00	12,274.	3,453.	511.	511.	0.
8	COMPUTER EQUIPMENT	08 28 03	200DB	5.00	1,203.	428.	46.	46.	0.
17	OFFICE EQUIPMENT	04 05 06	150DB	7.00	16,619.	0.	16,619.	16,619.	0.
18	OFFICE EQUIPMENT	05 01 06	150DB	7.00	12,651.	0.	12,651.	12,651.	0.
19	COMPUTER EQUIPMENT	05 01 06	150DB	5.00	8,200.	0.	8,200.	8,200.	0.
	TOTALS				92,841.	23,097.	39,953.	39,953.	0.

628104
05-01-06

TS001098

2006 DEPRECIATION AND AMORTIZATION REPORT

- CURRENT YEAR FEDERAL - ARBITRAGE INTERNATIONAL MARKETING, INC.

Asset No.	Description	Date Acquired	Method	Life	Line No.	Unadjusted Cost Or Basis	Bus % Excl	* Reduction In Basis	Basis For Depreciation	Accumulated Depreciation	Current Sec 179	Current Year Deduction
1	OFFICE FURNITURE	09 03 02	200DB	7.00	17	10,700.		3,210.	7,490.	5,054.		464.
2	OFFICE FURNITURE	10 30 02	200DB	7.00	17	4,047.		1,214.	2,833.	1,837.		190.
3	OFFICE FURNITURE	11 20 02	200DB	7.00	17	2,923.		877.	2,046.	1,327.		137.
4	OFFICE FURNITURE	12 26 02	200DB	7.00	17	4,101.		1,230.	2,871.	1,862.		192.
5	OFFICE FURNITURE	12 03 02	200DB	7.00	17	20,123.		6,037.	14,086.	9,136.		943.
6	START-UP COSTS	01 01 02	195(B)60M		43	866.			866.	692.		115.
7	OFFICE EQUIPMENT	07 11 03	200DB	7.00	17	12,274.		6,137.	6,137.	3,453.		511.
8	COMPUTER EQUIPMENT	08 28 03	200DB	5.00	17	1,203.		602.	601.	428.		46.
9	LEASED AUTO	01 01 03	L		21		.2500					0.
10	OFFICE FURNITURE	04 28 05	200DB	7.00	17	2,965.		2,965.				0.
11	COMPUTER EQUIPMENT	06 01 05	200DB	5.00	17	1,850.		1,850.				0.
17	OFFICE EQUIPMENT	04 05 06	200DB	7.00	19C	16,619.		16619.			16,619.	16,619.
18	OFFICE EQUIPMENT	05 01 06	200DB	7.00	19C	12,651.		12651.			12,651.	12,651.
19	COMPUTER EQUIPMENT	05 01 06	200DB	5.00	19B	8,200.		8,200.			8200.	8,200.
	* TOTAL OTHER DEPRECIATION & AMORT					98,522.		61592.	36,930.	23,789.	37,470.	40,068.
	LESS: SEC 179 ALLOC TO SHAREHOLDERS											37,470.
	NET DEPRECIATION											2,598.

528102
07-28-06

(D) - Asset disposed

* ITC, Section 179, Salvage, Bonus, Commercial Revitalization Deduction, GO Zone

2006 DEPRECIATION AND AMORTIZATION REPORT

- CURRENT YEAR FEDERAL - ARBITRAGE INTERNATIONAL MARKETING, INC.

Asset No.	Description	Date Acquired	Method	Life	Line No.	Unadjusted Cost Or Basis	Bus % Excl	* Reduction In Basis	Basis For Depreciation	Accumulated Depreciation	Current Sec 179	Current Year Deduction
	CURRENT YEAR ACTIVITY											
	BEGINNING BALANCE					61,052.		24122.	36,930.	23,789.		
	ACQUISITIONS					37,470.		37470.	0.	0.		
	DISPOSITIONS					0.		0.	0.	0.		
	ENDING BALANCE					98,522.		61592.	36,930.	23,789.		

628102
07-28-05

(D) - Asset disposed

* ITC, Section 179, Salvage, Bonus, Commercial Revitalization Deduction, GO Zone

2007 DEPRECIATION AND AMORTIZATION REPORT

- NEXT YEAR FEDERAL - ARBITRAGE INTERNATIONAL MARKETING, INC.

Asset No.	Description	Date Acquired	Method	Life	Unadjusted Cost Or Basis	* Reduction In Basis	Basis For Depreciation	Accumulated Depreciation	Amount Of Depreciation
1	OFFICE FURNITURE	09 03 02	200DB	7.00	10,700.	3,210.	7,490.	5,518.	667.
	AMT DEPRECIATION		200DB	7.00				5,518.	667.
2	OFFICE FURNITURE	10 30 02	200DB	7.00	4,047.	1,214.	2,833.	2,027.	251.
	AMT DEPRECIATION		200DB	7.00				2,027.	251.
3	OFFICE FURNITURE	11 20 02	200DB	7.00	2,923.	877.	2,046.	1,464.	181.
	AMT DEPRECIATION		200DB	7.00				1,464.	181.
4	OFFICE FURNITURE	12 26 02	200DB	7.00	4,101.	1,230.	2,871.	2,054.	255.
	AMT DEPRECIATION		200DB	7.00				2,054.	255.
5	OFFICE FURNITURE	12 03 02	200DB	7.00	20,123.	6,037.	14,086.	10,079.	1,249.
	AMT DEPRECIATION		200DB	7.00				10,079.	1,249.
6	START-UP COSTS	01 01 02	195(B	60M	866.		866.	807.	59.
7	OFFICE EQUIPMENT	07 11 03	200DB	7.00	12,274.	6,137.	6,137.	3,964.	621.
	AMT DEPRECIATION		200DB	7.00				3,964.	621.
8	COMPUTER EQUIPMENT	08 28 03	200DB	5.00	1,203.	602.	601.	474.	69.
	AMT DEPRECIATION		200DB	5.00				474.	69.
9	LEASED AUTO	01 01 03	L						0.
10	OFFICE FURNITURE	04 28 05	200DB	7.00	2,965.	2,965.			0.
11	COMPUTER EQUIPMENT	06 01 05	200DB	5.00	1,850.	1,850.			0.

628103
05-01-06

(D) - Asset disposed

* ITC, Section 179, Salvage, HR 3090, Commercial Revitalization Deduction, GO Zone

2007 DEPRECIATION AND AMORTIZATION REPORT

- NEXT YEAR FEDERAL - ARBITRAGE INTERNATIONAL MARKETING, INC.

Asset No.	Description	Date Acquired	Method	Life	Unadjusted Cost Or Basis	* Reduction In Basis	Basis For Depreciation	Accumulated Depreciation	Amount Of Depreciation
17	OFFICE EQUIPMENT	040506	200DB	7.00	16,619.	16619.			0.
	AMT DEPRECIATION		150DB	7.00					
18	OFFICE EQUIPMENT	050106	200DB	7.00	12,651.	12651.			0.
	AMT DEPRECIATION		150DB	7.00					
19	COMPUTER EQUIPMENT	050106	200DB	5.00	8,200.	8,200.			0.
	AMT DEPRECIATION		150DB	5.00					
	* TOTAL OTHER DEPRECIATION & AMORT				98,522.		36,930.	26,387.	3,352.
	AMT DEPRECIATION				92,841.		36,064.	25,580.	3,293.

628103
05-01-06

(D) - Asset disposed

* ITC, Section 179, Salvage, HR 3090, Commercial Revitalization Deduction, GO Zone

671106

Schedule K-1 (Form 1120S)

Department of the Treasury
Internal Revenue Service

2006

For calendar year 2006, or tax year beginning JANUARY 1, 2006
ending AUGUST 31, 2006

[X] Final K-1 [ ] Amended K-1 OMB No. 1545-0130

Shareholder's Share of Income, Deductions, Credits, etc. ▶ See separate instructions.

Part I Information About the Corporation

A Corporation's employer identification number
65-1055556

B Corporation's name, address, city, state, and ZIP code

ARBITRAGE INTERNATIONAL MARKETING, INC
950 PENINSULA CORPORATE CIRCLE #3010
BOCA RATON, FL 33487

C IRS Center where corporation filed return
OGDEN, UT

D [ ] Tax shelter registration number, if any

E [ ] Check if Form 8271 is attached

Part II Information About the Shareholder

F Shareholder's identifying number
371-32-5211

G Shareholder's name, address, city, state and ZIP code

SIMON BERNSTEIN
7020 LIONS HEAD LANE
BOCA RATON, FL 33496

H Shareholder's percentage of stock ownership for tax year 100.000000%

Part III Shareholder's Share of Current Year Income, Deductions, Credits, and Other Items

1 Ordinary business income (loss)	558,363.	13 Credits	
2 Net rental real estate income (loss)			
3 Other net rental income (loss)			
4 Interest income			
5a Ordinary dividends			
5b Qualified dividends		14 Foreign transactions	
6 Royalties			
7 Net short-term capital gain (loss)			
8a Net long-term capital gain (loss)			
8b Collectibles (28%) gain (loss)			
8c Unrecaptured sec 1250 gain			
9 Net section 1231 gain (loss)			
10 Other income (loss)		15 Alternative min tax (AMT) items	
11 Section 179 deduction	37,470.	16 Items affecting shareholder basis	C* 16,551.
12 Other deductions	A 1,640.		
		17 Other information	

*See attached statement for additional information.

For IRS Use Only

ARBITRAGE INTERNATIONAL MARKETING, INC. 65-1055556

SCHEDULE K-1 NONDEDUCTIBLE EXPENSES, BOX 16, CODE C

DESCRIPTION	AMOUNT	SHAREHOLDER FILING INSTRUCTIONS
PERSONAL PORTION OF AUTO	5,180.	
EXCLUDED MEALS AND ENTERTAINMENT EXPENSES	11,371.	SEE FORM 1040 INSTRUCTIONS

This list identifies the codes used on Schedule K-1 for all shareholders and provides summarized reporting information for shareholders who file Form 1040. For detailed reporting and filing information, see the separate Shareholder's Instructions for Schedule K-1 and the instructions for your income tax return.

		Report on
1.	Ordinary business income (loss). You must first determine whether the income (loss) is passive or nonpassive. Then enter on your return as follows:	
	Passive loss	See the Shareholder's Instructions
	Passive income	Schedule E, line 28, column (g)
	Nonpassive loss	Schedule E, line 28, column (h)
	Nonpassive income	Schedule E, line 28, column (j)
2.	Net rental real estate income (loss)	See the Shareholder's Instructions
3.	Other net rental income (loss)	
	Net income	Schedule E, line 28, column (g)
	Net loss	See the Shareholder's Instructions
4.	Interest income	Form 1040, line 8a
5a.	Ordinary dividends	Form 1040, line 9a
5b.	Qualified dividends	Form 1040, line 9b
6.	Royalties	Schedule E, line 4
7.	Net short-term capital gain (loss)	Schedule D, line 5, column (f)
8a.	Net long-term capital gain (loss)	Schedule D, line 12, column (f)
8b.	Collectibles (28%) gain (loss)	28% Rate Gain Worksheet, line 4 (Schedule D Instructions)
8c.	Unrecaptured section 1250 gain	See the Shareholder's Instructions
9.	Net section 1231 gain (loss)	See the Shareholder's Instructions
10.	Other income (loss)	
	Code	
	A Other portfolio income (loss)	See the Shareholder's Instructions
	B Involuntary conversions	See the Shareholder's Instructions
	C Sec. 1256 contracts & straddles	Form 6781, line 1
	D Mining exploration costs recapture	See Pub. 535
	E Other income (loss)	See the Shareholder's Instructions
11.	Section 179 deduction	See the Shareholder's Instructions
12.	Other deductions	
	A Cash contributions (50%)	See the Shareholder's Instructions
	B Cash contributions (30%)	
	C Noncash contributions (50%)	
	D Noncash contributions (30%)	
	E Capital gain property to a 50% organization (30%)	
	F Capital gain property (20%)	
	G Investment interest expense	Form 4952, line 1
	H Deductions - royalty income	Schedule E, line 18
	I Section 59(e)(2) expenditures	See the Shareholder's Instructions
	J Deductions - portfolio (2% floor)	Schedule A, line 22
	K Deductions - portfolio (other)	Schedule A, line 27
	L Preproductive period expenses	See the Shareholder's Instructions
	M Commercial revitalization deduction from rental real estate activities	See Form 8582 Instructions
	N Reforestation expense deduction	See the Shareholder's Instructions
	O Domestic production activities information	See Form 8903 instructions
	P Qualified production activities income	Form 8903, line 7
	Q Employer's W-2 wages	Form 8903, line 13
	R Other deductions	See the Shareholder's Instructions
13.	Credits	
	A Low-income housing credit (section 42(j)(5))	See the Shareholder's Instructions
	B Low-income housing credit (other)	
	C Qualified rehabilitation expenditures (rental real estate)	
	D Other rental real estate credits	
	E Other rental credits	
	F Undistributed capital gains credit	Form 1040, line 70; check box a
	G Credit for alcohol used as fuel	See the Shareholder's Instructions
	H Work opportunity credit	
	I Welfare-to-work credit	
	J Disabled access credit	
	K Empowerment zone and renewal community employment credit	Form 8844, line 3
	L Credit for increasing research activities	See the Shareholder's Instructions
	M New markets credit	
	N Credit for employer social security and Medicare taxes	
	O Backup withholding	Form 1040, line 64
	P Other credits	See the Shareholder's Instructions
14.	Foreign transactions	
	A Name of country or U.S. possession	Form 1116, Part I
	B Gross income from all sources	
	C Gross income sourced at shareholder level	
	Foreign gross income sourced at corporate level	
	D Passive	Form 1116, Part I
	E Listed categories	
	F General limitation	
	Deductions allocated and apportioned to shareholder level	
	G Interest expense	Form 1116, Part I
	H Other	Form 1116, Part I
	Deductions allocated and apportioned at corporate level to foreign source income	
	I Passive	Form 1116, Part I
	J Listed categories	
	K General limitation	
	Other information	
	L Total foreign taxes paid	Form 1116, Part II
	M Total foreign taxes accrued	Form 1116, Part II
	N Reduction in taxes available for credit	Form 1116, line 12
	O Foreign trading gross receipts	Form 8873
	P Extraterritorial income exclusion	Form 8873
	Q Other foreign transactions	See the Shareholder's Instructions
15.	Alternative minimum tax (AMT) items	
	A Post-1986 depreciation adjustment	See the Shareholder's Instructions and the Instructions for Form 6251
	B Adjusted gain or loss	
	C Depletion (other than oil & gas)	
	D Oil, gas, & geothermal - gross income	
	E Oil, gas, & geothermal - deductions	
	F Other AMT items	
16.	Items affecting shareholder basis	
	A Tax-exempt interest income	Form 1040, line 8b
	B Other tax-exempt income	See the Shareholder's Instructions
	C Nondeductible expenses	
	D Property distributions	
	E Repayment of loans from shareholders	
17.	Other information	
	A Investment income	Form 4952, line 4a
	B Investment expenses	Form 4952, line 5
	C Qualified rehabilitation expenditures (other than rental real estate)	See the Shareholder's Instructions
	D Basis of energy property	See the Shareholder's Instructions
	E Recapture of low-income housing credit (section 42(j)(5))	Form 8611, line 8
	F Recapture of low-income housing credit (other)	Form 8611, line 8
	G Recapture of investment credit	See Form 4255
	H Recapture of other credits	See the Shareholder's Instructions
	I Look-back interest - completed long-term contracts	See Form 8697
	J Look-back interest - income forecast method	See Form 8866
	K Dispositions of property with section 179 deductions	See the Shareholder's Instructions
	L Recapture of section 179 deduction	
	M Section 453(l)(3) information	
	N Section 453A(c) information	
	O Section 1260(b) information	
	P Interest allocable to production expenditures	
	Q CCF nonqualified withdrawals	
	R Information needed to figure depletion - oil and gas	
	S Amortization of reforestation costs	
	T Other information	

LIC HOLDINGS, INC.

FAIR MARKET VALUE OF
SIX NON-VOTING COMMON SHARES
AS OF SEPTEMBER 1, 2006

Goldstein
Lewin & Co.
CERTIFIED PUBLIC ACCOUNTANTS
AND CONSULTANTS

September 12, 2007

Mr. Simon Bernstein
LIC Holdings, Inc.
9050 Peninsula Corp. Circle
Suite 3010
Boca Raton, FL 33487

Dear Mr. Bernstein:

Goldstein Lewin & Co. has been engaged to express an opinion of the fair market value of six non-voting common shares of LIC Holdings, Inc. as of September 1, 2006. The valuation will be utilized for gift tax purposes.

Fair market value is defined as the price at which the property would change hands between a willing buyer and a willing seller when the former is not under any compulsion to buy and the latter is not under any compulsion to sell, both parties having reasonable knowledge of relevant facts.

The historical financial information contained in the accompanying report has not been audited or reviewed by us, and accordingly, we assume no responsibility for that information.

Based on our analysis of the information and data collected, it is our opinion that the fair market value of six non-voting common shares of LIC Holdings, Inc. as of September 1, 2006 is:

$9,400
NINE THOUSAND FOUR HUNDRED DOLLARS

This valuation report is subject to the assumptions and limiting conditions contained therein. Our fees were not contingent on the results of our findings. The valuation report is prepared solely for the purpose described above, and is not to be used, distributed, quoted or otherwise referred to in whole or in part for any other purpose without the express written consent of Goldstein Lewin & Co.

GOLDSTEIN LEWIN & CO.
Certified Public Accountants and Consultants

Goldstein Lewin & Co.

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Boca Raton, Florida 33431
Tel. (561) 994-5050
Fax (561) 241-0071

Broward (954) 429-8555
Dade (305) 944-3582
Palm Beach (561) 737-0309
www.glcpa.com

Ft. Lauderdale Office
1 East Broward Blvd., Suite 700
Ft. Lauderdale, Florida 33301
(reply to Boca address)

LIC HOLDINGS, INC.
FAIR MARKET VALUE OF
SIX NON-VOTING COMMON SHARES
AS OF SEPTEMBER 1, 2006

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INTRODUCTION

We were retained by Mr. Simon Bernstein to provide an opinion of the fair market value of six non-voting common shares of LIC Holdings, Inc. as of September 1, 2006. We understand that the results of our valuation report will be used for gift tax purposes.

Fair market value is defined as the price at which the property would change hands between a willing buyer and a willing seller when the former is not under any compulsion to buy and the latter is not under any compulsion to sell, both parties having reasonable knowledge of relevant facts.

Our opinion of fair market value takes into consideration guidelines issued by the Internal Revenue Service in Revenue Ruling 59-60 which outlines the valuation of closely-held business interests and includes the following factors:

1. The nature of the business and the history of the enterprise from its inception.
2. The economic outlook in general and the condition and outlook of the specific industry in particular.
3. The book value of the stock and the financial condition of the business.
4. The earning capacity of the company.
5. The dividend-paying capacity.
6. Whether or not the enterprise had goodwill or other intangible value.
7. Sales of the stock and the size of the block of stock to be valued.
8. The market price of stocks of corporations engaged in the same or a similar line of business having their stocks actively traded in a free and open market, either on an exchange or over-the-counter.

HISTORY AND NATURE OF THE BUSINESS

LIC Holdings, Inc. ("LHI" or the "Company") was incorporated on July 31, 2006 in the state of Florida, as a holding Company for the purpose of providing life insurance products and services.

LHI owns 100% of the following entities:

- Arbitrage International Management, LLC
- Cambridge Financing Company
- CFC of Delaware, LLC.
- Arbitrage International Marketing, Inc.
- National Service Association, Inc.

Although LHI was incorporated in 2006, the operations of its consolidated subsidiaries have been ongoing prior to 2002.

LHI, through its wholly owned subsidiaries, provides the following life insurance products and services:

- Premium Financing
- Wealth Transfer
- Traditional Insurance
- Policy Audit
- Consulting

CFC of Delaware LLC ("CFC") is a special purpose entity, part of a larger group of related parties which depend on each other to generate business and revenue. The main business of CFC, along with its related parties, is selling and financing high value life insurance policies. Its primary target market is senior citizens who possess high net worth. CFC's specific role is the lender. CFC generates revenue via lending money, (it earns 5 basis points on the excess of the rate charged to its borrowers compared to the rate it pays for its financing), loan origination fees and a portion of commission income allocated to it from related parties.

CFC borrows funds from a financial institution, New Stream Insurance, LLC ("New Stream") and in turn loans these funds to borrowers at 50 basis points higher interest rate than it pays to New Stream. BNC National Bank ("BNC"). BNC is the Institutional Trustee for Trusts that have been established to own the policies and borrow from CFC. The Trusts are typically irrevocable and play an integral role in effective estate planning.

BNC acts as Disbursement Agent for CFC. The funds necessary to close a loan are transferred directly to BNC and disbursed according to instructions form CFC. The initial term of the loan

is two years. After the two year period, the individual has the option to extend the policy for an additional 3 months. At the end of the initial loan term, the borrower has options as follows:

- Payoff the loan
- Refinance the loan
- Default

In order to pay off the loan, the borrower may use the proceeds from a sale in the secondary market. Alternatively, he or she may decide to retain the policy and assume the obligation to make future premium payments.

The policies are secured by the financed policies and other Eligible Collateral as reflected in Schedule 1 of the Term Financing Facility Agreement. In lieu of posting Eligible Collateral, the borrower may execute a Limited Personal Guaranty.

New Stream and BNC are unrelated parties.

CFC's affiliate, Arbitrage International Marketing, LLC ("Arbitrage") acts in a sales capacity in that it will source the high net worth individuals to be insured. Arbitrage then receives a commission from the insurance company once the policy is sold. Arbitrage then allocates a percentage of this commission to CFC, which varies discretionally.

Business Cycle

- A potential loan/insurance policy to be issued commences when someone in the marketing group (Arbitrage), sources a policy to be considered for loan underwriting. The agent from whom the policy is sourced must secure a bona fide underwriting offer from and insurance company prior to CFC beginning its loan underwriting process.
- In addition to sourcing business from third-parties, Arbitrage also conducts business on a retail basis.
- The third-party producers or CFC, depending on whether the business is retail or wholesale, will provide a prepared policy illustration using life insurance company software to CFC.
- Insurance agent obtains HIPPA form from the insured.
- CFC sends insured's medical information to a medical underwriter who represents New Stream. The medical underwriter assesses the insured's medical condition and makes a determination of how long the individual is expected to live. If a range is provided, CFC uses the average in determining the actuarial value of the insurance policies.

- Cash flow is derived from the policy illustration and is input into a Miliman developed discounted cash flow model. In inputting pertinent data, two sets of assumptions are utilized to determine policy values on which Loan To Value ("LTV") are based. One set of assumptions is a 15% IRR using the average life expectancy of the insured; the other uses 10% IRR at the longest possible life expectancy of the insured. This produces two policy values, both of which go into a Worksheet that calculates LTVs. In order to proceed with an offer of financing, the 15% discounted calculation must have at least a 75% LTV and the 10% discount calculation must have at least 100% LTV.
- New Stream underwrites every loan in parallel with CFC (back to back loans).
- Information regarding the loan is entered into a worksheet to determine the allocation of the components of CFC's cost of funds. The overall IRR must be at least 17%. CFC can allocate the overall 17% between interest and Utilization Fees. Utilization Fees are paid at funding dates and the interest is collected at the maturity date of the loans.
- All loans in 2006 are at 10.70% from CFC to borrower, and draws from New Stream are at 10.65%.
- At this point, an Arbitrage Marketing Representative sends a term sheet and a trust questionnaire to the insurance agent. Once this questionnaire is returned to CFC, the deal is a "go."
- CFC sends trust questionnaire to trust counsel in Minnesota for preparation of trust agreement.
- Trust counsel then sends trust questionnaire to CFC's counsel to render a legal opinion. A determination is made by CFC's counsel regarding insurable interest.
- If everything is acceptable to CFC's counsel, the completed trust agreement and completed loan documents are sent to CFC.
- CFC sends loan documents the producing agent, who provides them to the insured for execution.
- After documents are executed by the Insured/Grantor, they are sent to the trustee (BNC) for execution.
- A policy application is executed by the insured and by the trustee then sent back to CFC.
- At this point an insurance policy is issued in the name of the newly formed trust by the insurance carrier.
- A collateral assignment is issued by insured in favor of CFC. CFC requires 25% of loan as collateral.
- A UCC1 is filed against the policy.
- At this point the insurance premium is ready to be funded. The attorneys (LS&D) review all documentation and issues a legal opinion.
- New Stream counsel then summarizes everything and writes a mini opinion of transactions. BNC sends a disbursement form to CFC and New Stream to fund insurance premiums and other closing costs.
- CFC sends a utilization fee worksheet to New Stream.

- New Stream wires money to BNC who acts as Disbursing Agent and Administrative Agent. CFC pays BNC for these services.
- BNC then pays:
  - Insurance carrier for policy premium.
  - Origination fees to Cambridge Financing Company (parent of CFC).
  - Legal fees to CFC counsel
  - Legal fees to Trust counsel
  - Legal fees to Trust Protector
  - Trustee fees to BNC.
- CFC pays BNC directly for other administrative and managerial fees.
- CFC and New Stream fund an indemnity at risk fund with BNC. In the event that BNC is sued, the fund would be utilized for its defense and other settlement costs. If no suits arise, funds are released to CFC and New Stream (two years after loan is paid off).
- Once BNC pays the premium to the insurance carrier, CFC books the loan in its internal records. Insurance carrier will, at this point, pay the commission to CFC's agents and Arbitrage. Commissions paid to third-party producers range from 50% to 70%.
- Free cash produced by CFC will be moved to other affiliates as needed to pay bills, etc.

The stockholders of LHI as of September 1, 2006, prior to any assignments are as follows:

Shareholder	Voting Shares	Non-Voting Shares
Ted S. Bernstein	165	60
Simon Bernstein	165	60
William Stansbury	-	50
Totals	330	170

ECONOMIC OUTLOOK

The following discussion and analysis of the national economy for the second quarter of 2006 is based upon a review of current economic statistics, articles in the financial press and economic reviews found in current business periodicals. The purpose of the review is to provide a representative "consensus" review of the condition of the economy and its general outlook at the end of the second quarter of 2006:

General Economic Overview

According to advance estimates released by the Department of Commerce's Bureau of Economic Analysis, Real Gross Domestic Product ("GDP"), the output of goods and services produced by labor and property located in the United States, increased at an annualized rate of 2.5% during the second quarter of 2006. This is the nineteenth consecutive quarterly rise in GDP subsequent to the 2001 recession, and compares to a revised increase of 5.6% in the first quarter of 2006. The fourth quarter 2005 increase of 1.8% represented the smallest increase in three years, while the first quarter measure represented the largest quarterly increase since the third quarter of 2003. The slowdown in GDP growth evidenced in the second quarter was largely anticipated by economists.

The growth in real GDP in the second quarter reflected increases in personal consumption expenditures ("PCE") for services, private inventory investment, nonresidential structures, exports, state and local government spending, and PCE for nondurables. These factors were partly offset by a negative contribution from residential fixed investment, federal government spending, and imports. Economists note that GDP for all of 2005 grew 3.2%, down from the 3.9% in 2004 which represented the nation's most favorable economic performance since 1999, all figures recently revised. Although GDP growth was expected to slow in the second quarter, most economists predicted slightly higher growth in GDP (approximately 3.5%) than the 2.5% preliminary estimate for the second quarter. GDP is not expected to improve significantly for the remainder of 2006. Economists predict GDP growth on the order of 2.5% to 3.0% for the second half of the year. By the first half of 2007, growth is expected to slow further to 2.7%, the slowest rate since mid-2003. Lackluster GDP growth is expected to be the result of the Federal Reserve's ("Fed") continuing efforts to curtail inflation by continuing to increase the federal funds rate through 2006. The cumulative activities of the Fed coupled with the continuing rise in energy costs is expected to stifle investment and spending, thus reducing GDP growth.

At its June meeting, the Fed raised the federal funds rate and the discount rate by 25 basis points to 5.25% and 6.25%, respectively, after similar increases of 25 basis points at its May meeting. Following a deliberate period of rate increases to achieve a more neutral policy position, the Fed has continued to increase rates based on inflationary pressures arising from high energy prices and continuing economic growth. However, possible increases in resource utilization and increasing

energy prices could potentially further inflation. The Fed issued similar statements from the meetings, indicating that some further policy firming may be needed to keep the risks to the attainment of both sustainable economic growth and price stability roughly equal. The June statement pointed out that readings on core inflation have been elevated in recent months reaching a four year high based on year over year comparisons. Ongoing productivity gains have held down the rise in unit labor costs, and inflation expectations remain contained. However, the high levels of resource utilization coupled with high energy and commodities prices have the potential to sustain inflation pressures.

The Composite Index of Leading Economic Indicators ("LEI"), the government's primary forecasting gauge, increased 0.1% in June to 138.1 after decreases of 0.1% and 0.6% in April and May, respectively (all figures recently revised). The index attempts to gauge economic activity six to nine months in advance. Multiple consecutive moves in the same direction are said to be indicative of the general direction of the economy. Six of the ten leading economic indicators rose during June. Positive contributors to the LEI (largest to smallest) included average weekly initial claims for unemployment insurance, index of consumer expectations, real money supply, average weekly manufacturing hours, interest rate spread, and manufacturers' new orders for nondefense capital goods. Collectively, these positive contributions to the LEI eclipsed the negative contributions which included vendor performance, building permits, and stock prices. Manufacturers' new orders for consumer goods and materials remained flat in June. In June, the Coincident Index increased 0.2% and the Lagging Index increased 0.6%.

Although first and second quarter 2006 economic growth was positive, economic growth expectations point towards a slowdown for 2006 relative to 2004 and 2005 levels. In the first half of 2007, growth is expected to slow to 2.7%. This deceleration in growth is expected to be at least partially due to a decline in the housing sector in 2006. The softening of the housing market has the potential to dampen home-equity financed consumer spending, and reduced construction activity would likely lead to job losses in the construction industry. At the end of the second quarter, growth appears set to slow while inflation shows clear signs of acceleration. While economists believe that globalization and high productivity levels have kept inflation in check during recent periods, it appears that the influence of these two factors appear to be reversing. For example, due to recent surges in productivity levels, employers are finding it difficult to squeeze any more work out of an already tight workforce. Therefore, companies are forced to hire new employees, effectively pushing wages upward. Also, economists expect GDP growth to continue to show some impact from the Federal Reserve's past and possible future monetary policy actions.

Consumer Spending and Inflation

The Consumer Price Index increased 0.2% to 202.9 in June. The seasonally adjusted annual rate ("SAAR") of inflation for the second quarter of 2006 was 5.1%, compared to changes of 10.1%,

negative 1.8%, and 4.3% respectively, for the last two quarters of 2005 and the first quarter of 2006. For the twelve month period ended in December 2005, inflation rose 3.4%. The core rate of inflation rose at a 3.6% SAAR during the second quarter of 2006 following increases of 1.8%, 2.6%, and 2.8% for the last two quarters of 2005 and the first quarter of 2006, respectively. In 2004 and 2005, the core rate of inflation advanced 2.2%. The Producer Price Index increased 0.5% in June, after increases of 0.9% and 0.2% in April and May, respectively. The PPI rose 6.7% (SAAR) for the second quarter after increasing 3.8% in the fourth quarter of 2005 and falling 2.2% in the first quarter of 2006. The PPI increased 5.4% for 2005 following a 4.2% increase in 2004.

Interest Rates

The Fed's Open Market Committee ("FOMC") raised its target for the federal funds rate by 50 basis points to 5.25% during the second quarter. The actions were consistent with policy stances and actions taken since the last half of 2003. The staff forecast suggests that after the significant deceleration of real GDP in the second quarter from the first quarter of 2006, growth would proceed through the end of 2007 at a pace a bit below the rate of growth of the economy's potential. Elevated readings on core inflation during recent months were found to be of concern, and, if sustained, to be inconsistent with the maintenance of price stability. However, contained inflation expectations, the abatement of upward pressure from past increases in energy and other commodity prices, and the slowing in the growth of economic activity underway are expected to contribute to a moderation in core inflation in coming quarters.

Business and Manufacturing Productivity

Non-farm business productivity as measured by the hourly output of all persons increased 1.1% in the second quarter following a revised 4.3% increase during the first quarter of 2006. Productivity rose 1.1% for the entire business sector. The business sector productivity increase was the result of output increases (2.6%) and hours worked (1.5%). Manufacturing productivity increased 3.0% during the quarter as output increased 5.4% and hours increased 2.3%.

Unemployment

The unemployment rate was at 4.6% in June, slightly below first quarter levels and in line with estimates. The 4.6% second quarter rate pushes the unemployment rate back to its lowest level in nearly five years. June payroll increased by 121,000 jobs, following a gain of 92,000 jobs in May. Economists had expected a larger increase on the order of 160,000 for the month, marking the third straight month that payroll gains fell short of forecasts. Manufacturing payrolls increased by 15,000 in June, following a small decline in May (seasonally adjusted). Economists anticipate payroll growth for July to approach 135,000 jobs.

The Financial Markets

The Dow closed the first quarter at 11150.22, up 0.4% for the quarter. The S&P 500 index fell 1.9% during the quarter to close at 1270.20 following a 3.7% increase in the first quarter. The NASDAQ Composite Index fell 7.2% during the second quarter to close at 2171.09, following a 6.1% increase in the first quarter. The NASDAQ rose 1.4% in 2005. The broad market Wilshire 5000 index closed at 12849.30, down 2.3% for the quarter. The Wilshire 5000 index reflected a gain of 4.6% for 2005. The average yields-to-maturity on the 20-year Treasury bond during the second quarter of 2006 were 5.22%, 5.35%, and 5.29%, respectively, for April, May, and June.

Housing Starts and Building Permits

New privately owned housing starts were at a SAAR of 1.850 million units in June, 5.3% below the revised May estimate and 11.0% below the June 2005 level. Single-family housing starts were 1.486 million which is 6.5% less than the May figure. An estimated 2.068 million privately owned housing units were started in 2005, 5.8% higher than in 2004, marking the highest construction volume since 1972. The SAAR of private housing units authorized by building permits was 1.862 million units in June, 4.3% below the revised May rate of 1.946 million units.

Summary and Outlook

Economic growth related to the second quarter of 2006 represented a noticeable decline from first quarter results. This decrease was not unexpected by economists, although first quarter GDP growth was relatively strong. Surveys of private sector economists suggest GDP is projected to grow at a 2.5% to 3.0% rate in the second half of 2006, short of the 4.1% growth achieved, on average, over the past two and a half years. In the first half of 2007, growth is expected to slow further to 2.7%. This deceleration in growth is expected to be at least partially due to a decline in the housing sector in 2006. Despite declining growth rates, the majority of economists (four out of five) do not foresee a recession in the near future. The Fed's outlook concurs with that of the private economists by suggesting lower, but still solid, growth for 2006 and 2007. Inflation readings were elevated during the second quarter, but inflation is not expected to be a major problem in 2006. Stock market trends are not on the whole expected to dramatically improve, but will likely provide total returns consistent with their long-term averages. The Fed is expected to discontinue raising the target for the federal funds rate. If rates are increased too far, the economy could slip into recession. The goal is for interest rates to be at a low enough level to continue to spur expansion, while keeping inflation fears low.

INDUSTRY OUTLOOK

Industry information has been provided by "First Research".

Industry Overview

About 130,000 insurance agency and broker offices in the US generate annual revenues of $85 billion. Large companies include Marsh & McLennan, Arthur J. Gallagher, and Aon. Despite the prominence of large companies in the commercial segment, the industry remains highly fragmented: the largest 50 firms only hold 20 percent of the total market. The average office has five employees and generates less than a million dollars in annual revenue. An insurance agent works on the insurance company's behalf; an insurance broker on the customer's behalf. Many companies on the commercial side function mainly as brokers.

Competitive Landscape

Demand is related to consumer income and the volume of commercial activity. The profitability of individual agencies depends on effective marketing. Large agencies have advantages in name recognition, connections with more insurers, and the ability to craft more complex insurance packages. Small agencies can compete successfully by specializing in a product, industry, or market. Average annual revenue per employee is close to $200,000.

Products, Operations & Technology

The three broad categories of insurance are property and casualty (P/C), which generates about 60 percent of annual industry revenue; health, about 12 percent; and life, which generates 10 percent. Within the P/C segment, commercial insurance accounts for 60 percent of revenue. Because of the very different insurance issues involved in each, many agencies handle only one type of insurance. Agencies may also specialize in selling to individuals, businesses, or groups. Agencies that sell to individuals may provide highly personalized service.

P/C insurance includes auto (40 percent); homeowners'; commercial; workers' compensation; and other liability coverage. With these types, especially in the commercial segment, agencies frequently provide various fee services such as claims adjustment, risk assessment, and premium collection in addition to selling policies. Health insurance is sold primarily to companies or groups, but individual supplemental policies have become more popular in recent years as managed care providers have limited their coverage. Agencies that sell health insurance often offer administrative and consulting services in the employee benefit field.

Agencies selling life insurance essentially specialize in personal financial and retirement planning, and sell other investment products such as annuities. Annuities (fixed, variable, deferred, and payout) are an insurance product that essentially functions as a financial investment. Annuities generate more annual revenue for life insurance companies than do regular life insurance sales.

Agency agreements with insurance companies allow agents to bind insurance coverage on the company's behalf and specify the commission the agency receives from policies. Agencies usually have agreements with multiple insurance companies, although some work exclusively with one company and are essentially franchisees. Typically, agencies receive a large percentage of the initial premium from a new policy and a smaller percentage from renewal premiums, but the compensation formula varies according to the policy premium schedule. Brokers work on behalf of their customers, soliciting bids from several insurers, and are used extensively in the commercial segment of the industry. Broker compensation is through fees from the customer, although in some cases brokers may also receive commissions from insurers.

Sales & Marketing

Agencies that sell products to individuals depend heavily on referrals from existing customers and from accountants, real estate agents, stock brokers, and financial planners. Because of the very personal and local aspect of the business, even large agencies work through small local offices. Agencies that sell or broker commercial or group health insurance typically use a direct sales force, advertise in local business publications, and may sponsor local business events. Large agencies also may have a national sales force that serves large corporations with national or international locations.

Finance & Regulation

Agencies may have a large cash flow because they collect premiums from policyholders for forwarding to insurers. Receivables may also be high because insurance coverage starts before premiums are paid. Insurance companies and agencies are regulated by individual states. Individual insurance agents must be licensed by the state. The Gramm-Leach-Bliley Financial Services Modernization Act of 1999 has sharply affected the insurance industry by allowing the combination of insurance and other financial services firms under a holding company structure. The Act has effectively allowed banks and brokerage firms to market insurance products sold by their affiliates, and vice versa.

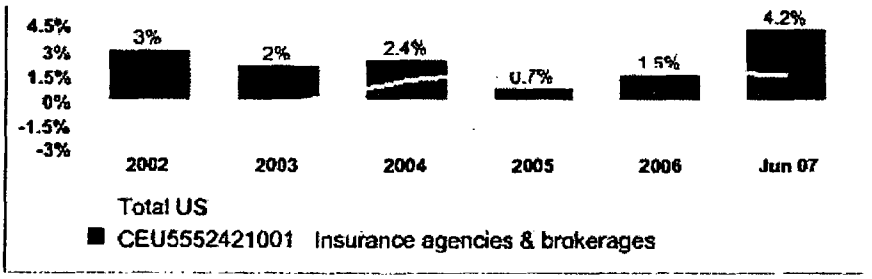
Regional & International Issues

The volume of locally generated insurance is related to economic and population growth. In recent years, the states with the highest population growth were Nevada, Arizona, and Florida; states with the lowest growth were Massachusetts, New York, and Ohio.

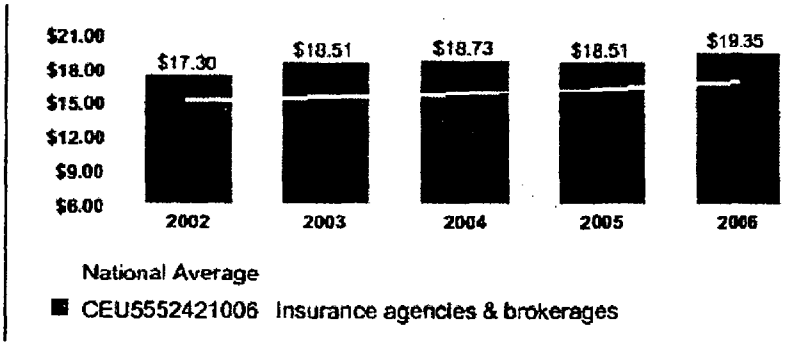
Human Resources

Jobs with insurance agencies are of two types, clerical and sales. Clerical jobs require computer skills, while sales jobs often require sophisticated financial knowledge. Most insurance agents receive a large portion of income from commissions on sales. Average hourly wages are around 19 percent above the national wage. The availability of insurance policies over the Internet and the new competition from banks and brokerages have limited the number of new agency jobs in the past few years.

Industry Employment Growth
Bureau of Labor Statistics

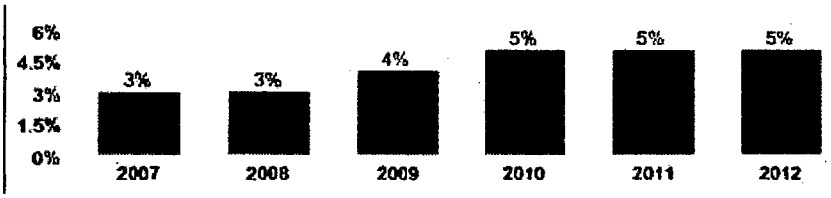


Average Hourly Earnings & Annual Wage Increase
Bureau of Labor Statistics



Industry Forecast

The output of US insurance agencies, brokerages, and related services is forecast to grow at an annual compounded rate of 4.5 percent between 2007 and 2012.



Insurance Agents, Brokers, Services Growth Strengthens First Research forecasts are based on INFORUM forecasts that are licensed from the Interindustry Economic Research Fund, Inc. (IERF) in College Park, MD. INFORUM's "interindustry-macro" approach to modeling the economy captures the links between industries and the aggregate economy.

FINANCIAL REVIEW

An essential step in the valuation process of a company is the analysis of its financial performance over a period of time. Analyzing a company's financial statements provides us with information regarding its historical growth, liquidity, leverage and profitability, all of which impact the value of the company. The following sections of this report examine LHI's balance sheets, income statements and financial ratios. In addition, LHI's financial performance is compared to its peers in the industry (Insurance Agencies and Brokerages - SIC Code 6411, using Integra Information, a division of Microbilt Corporation).

Frequently, the appraisal of closely-held entities requires "normalizing" or "recasting" the historical financial statements. This is done to provide a true economic view of the company. We have made the adjustments discussed later in this section. The results of our financial analysis will assist in arriving at an opinion of the fair market value of the Company.

Balance Sheets

Exhibit 1 presents the Company's historical balance sheets for the years 2002 through 2006, and Exhibit 2 presents common size balance sheets for the same period. Common size balance sheets express asset and liability accounts as a percent of total assets.

At August 31, 2006, LHI reported total assets of $1,430,802. Current assets totaled $1,322,400 or 92.4% of total assets. Over the past five years, current assets have comprised 18.9% to 98.3% of total assets.

At August 31, 2006, current liabilities amounted to $328,072, representing 22.9% of total liabilities and stockholders' equity. Over the past five years current liabilities have comprised 154.1% to 7.4% of total liabilities and stockholders' equity.

At August 31, 2006, LHI had total liabilities of $559,822 and total stockholders' equity of 870,980. Retained earnings was ($96.033) in 2002 and ($140,619) at August 31, 2006.

Income Statements

Exhibit 3 presents the Company's historical income statements for the years 2002 through 2006, and Exhibit 4 presents common size income statements for the same period. Common size income statements show each income and expense account as a percentage of sales.

The Company's unadjusted historical sales and net income for the five years ended August 31, 2006 are as follows:

	Sales	Net Income (Loss)
2002	204,000	(112,000)
2003	4,035,000	(264,000)
2004	183,000	(873,000)
2005	2,493,000	161,000
2006	4,558,000	933,000

From 2002 through 2006, LHI's sales and net income have been inconsistent, highlighting the uncertainties in this segment of the insurance industry.

Tax Effecting S Corporation Earnings

As LHI is an S corporation for income tax purposes, net income presented above does not include any income tax expense. An ongoing valuation issue is the appropriateness of tax affecting the earnings of S corporations or other such tax-favored entities such as limited liability companies or partnerships. Entities of this nature are "tax-favored" in that they do not pay income taxes on their "corporate-level" earnings. Taxes are paid only at the personal level of the shareholder or partner. This is in contrast to the situation of a C corporation where taxes are paid on the corporate earnings and then again on any dividends paid to shareholders. A commonly accepted business valuation practice in the past has been to "tax effect" such earnings from tax-favored entities by applying C corporation rates to the results obtained. However, a 1999 gift tax case (W. Gross, Jr., 78 TCM 201, Dec. 53,481(M), TC Memo. 1999-254), held that tax effecting S corporation earnings was not correct.

The Gross case is a case of great importance due to the fact that the vast majority of business appraisers, in using the income approach, adjust an S corporation's earnings for assumed taxes. The Gross case was not the ideal case to decide whether S corporation net income should be tax effected because the company paid out all of its earnings as distributions. A better argument could have been made in favor of the taxpayer's position if the company paid out only a portion of their earnings as distributions and reinvested the remainder of earnings back into the company in the form of capital expenditures and working capital increases.

Using the income valuation approach, most business appraisers opt to tax effect an S corporation's earnings (i.e., reduce for income taxes to result in after-tax earnings) using C

corporation income tax rates. Since LHI and any of its subsidiaries have never paid distributions, we have reduced LHI's pre-tax net income by C corporation income tax rates.

Income Statement Adjustments

We have made the following income statement adjustments:

1. Management has reclassified compensation expense originally recorded as a receivable.
2. Calculate corporate income tax expenses as discussed above. LHI is an S corporation for income tax purposes and thus pays no corporate income taxes. All items of income, gain or loss are passed through to the shareholders of LHI and are reported on their individual income tax returns.

Financial Ratios

Exhibits 5-9 present the adjusted balance sheet, income statement and selected financial ratios for the Company for the years 2002 – 2006. The Company's 2006 ratios are compared to the industry in Exhibit 10. We have used Integra Information (a division of Microbilt Corporation) to compare the industry average to LHI for 2006.

Liquidity ratios indicate the ability of the Company to meet current obligations as they become due. The Company's average current ratio for the five years ending August 31, 2006 was 3.9 and for the year ended August 31, 2006 was 2.9. The industry average was 1.7. This indicates that LHI would be more likely to meet current obligations than the average company.

Profitability ratios reflect the returns earned by the Company. The Company's pre-tax return on sales has ranged from a low (478.0%) in 2004 to a high of 12.0% in 2006. Pre-tax return on sales for the industry in 2006 was 7.6%. The pre-tax return on assets for 2006 for LHI and the industry were 52.6% and 9.5%, respectively. This indicates that LHI was more profitable than the industry for 2006.

Activity ratios indicate how effectively a company is utilizing its assets. LHI's asset turnover was 4.4 times compared to the industry average of 1.3 times for 2006. This indicates that LHI is utilizing its assets more efficiently than the industry.

Coverage ratios indicate the ability of the Company to meet interest payments and leverage ratios indicate how much debt the Company has outstanding. Highly leveraged companies and companies with low coverage ratios are more vulnerable to business downturns. LHI had no interest expense for 2006, while the industry had a coverage ratio of 8.7 times.

VALUATION

There are three traditional approaches to valuation:

Income Approach
Market Approach
Asset Based Approach

Each of these approaches may be used to develop an indication of the fair market value of the entity; however, the appropriateness of these approaches varies with the type of business being valued.

Ultimately, valuation is a matter of informed judgment based upon a full consideration of all the facts and the purpose of the valuation. We have considered several methods in determining the value of LHI. These methods are discussed below.

INCOME APPROACH

The income approach establishes value by methods which discount or capitalize an anticipated future stream of benefits such as cash flow or earnings. The determination of value using the income approach is a two-step process. First, determine the ongoing earnings power of the Company, and second, select a rate at which to capitalize those earnings.

Normalized Income/Net Cash Flow to Equity

After analyzing LHI's adjusted income statements, we believe the twelve months ended August 31, 2006 to be the most representative of the Company's operations. After August 31, 2006, management expects sustainable future growth to occur at 4%.

As we are valuating a minority interest, we have not made any adjustments that a minority interest holder could not cause to happen. Thus, net income used to determine value under the income approach is minority net income rather than control net income. This being the case, no minority interest discount is warranted.

Capitalization Rate

We have used the build-up method in the development of the capitalization rate. The build-up method presumes that a company's discount rate, and thus, its capitalization rate, is comprised of various identifiable risk factors that, when added together, result in the total return that an investor would expect and demand from the purchase of the company. The factors used in the build-up method are:

Risk free rate: The risk-free rate or safe rate is the return an investor could obtain from a low-risk investment. Generally, the safe rate is determined by selecting a U.S. Treasury

security. We have selected the 20-year Treasury bond yield closest to the valuation date. This rate is 4.95%.

Equity risk premium: This premium reflects the rate of return investors are receiving to compensate for the perceived risk in investing in corporate equity securities in excess of the return for a risk-free security. Our equity risk data comes from the annual study, "Stocks, Bonds, Bills and Inflation" by Ibbotson Associates. Equity risk premium for the long-horizon is large company stock total returns minus long-term government bond income returns. This premium is 7.08%.

Risk premium for size: This premium is warranted due to the difference in size between the subject company and publicly-traded stock. The Ibbotson Associates study found a 6.36% difference in total returns between large company stocks and those in the 10th decile (market capitalization of less than $265 million).

Specific company risk: The specific company risk is associated with the specific business and industry in which the company operates. We have considered various risk factors including:

1. Industry Outlook
2. General Economic Conditions
3. The Company's Financial Risk
4. Diversification of the Company's Operations
5. Depth of Management
6. Geographic Location
7. Other Operational Characteristics

The determination of the specific company risk premium requires the judgment of the valuator. According to the Guide to Business Valuations in paragraph 510.16 "...the additional adjustments for size and other risk factors for a small company may range from 3% to 15%. However, the adjustments may be less or greater than this range. This risk range is in addition to the average market return. We have added a 3% specific company risk premium.

The specific company risk and the premium for size total 9.36% which is within the 3% to 15% range, and thus, considered reasonable.

Key person discount: Key person discounts are based on the premise that the contribution of an individual (or small group of individuals) to a business is so significant that it is almost

certain that present and future earnings levels would be adversely affected by their loss. This is not an unusual situation in many smaller closely-held companies. Revenue Ruling 59-60 deals with this issue by stating: "The loss of the manager for a so-called one-man business may have a depressing effect upon the value of the stock of such business, particularly if there is a lack of trained personnel capable of succeeding to the management of the enterprise."

A key person discount is appropriate for Ted S. Bernstein and William Stansbury because they maintain the close relationships with funding sources and insurance companys, along with specialized knowledge of the intricacies of premium financing. Therefore, since Mr. Bernstein and Mr. Stansbury are the significant revenue and profit generators for LHI, we have added 10% for a key person discount.

Growth rate: The capitalization of earnings method uses a single annual earnings amount. A company's capitalization rate is usually derived from its discount rate. The capitalization rate is normally derived by subtracting a company's expected average annual compound growth rate from its discount rate. This growth rate should include both price increases (relating to inflation) and volume growth. The Federal Reserve Bank of Philadelphia estimates the long-term inflation rate and the long-term GDP growth rate to be 2.5% and 3.2% respectively. Based upon these factors and the company's historical growth over the past five years, we subtracted 4% for LHI's long-term growth rate.

Risk-Free Rate	+4.95%
Equity Risk Premium	+7.08%
Average Market Return	=12.03%
Risk Premium for Size	+6.36%
Specific Company Risk Premium	+5.00%
Key Person Discount	+10.00%
Net Cash Flow Discount Rate	=33.39%
Growth Rate	-4.00%
Net Cash Flow Capitalization Rate	=29.39%
(Rounded)	29.00%

Determination of Value Using the Income Approach: The estimate of value under the income approach is $1,206,000 (rounded). This was derived by increasing the normalized average earnings of $336,342 by a growth rate of 4% and dividing by the capitalization rate of 29.0%.

MARKET APPROACH

The market approach attempts to estimate value by drawing comparisons using valuation multiples of similarly traded companies to the subject Company. The market approach allows us to apply empirical evidence of value using similarly traded companies in the marketplace.

The market approach employs the following methods:

- The guideline method, which uses publicly traded companies in an industry similar to the subject Company. Valuation multiples such as earnings, sales and EBITDA are used to imply a value for the subject Company. The guideline public company method is most appropriate when valuing a minority interest; however, it can be used to value a controlling interest after appropriate consideration is given for a control premium.

- The comparative transaction method of non-public companies utilizing sources such as Pratt's Stats and the Institute of Business Appraisers database. Again, multiples such as price to sales and price to earnings multiples are used to estimate value.

- The merger and acquisition method available from Mergerstat Review, which develops multiples based upon mergers and acquisitions of public companies within the subject Company's industry. The merger and acquisition method is often an indication of investment value where a synergy exists for the buyer.

There were no public companies found that were considered to be suitable comparatives under the guideline method, nor any found using the merger and acquisition method.

We next reviewed sales of non-public companies (comparative transaction method) utilizing Pratt's Stats and the Institute of Business Appraisers database. Pratt's Stats database reported eight transactions, however only two occurred in Florida, both with sales under $250,000. The Institute of Business Appraisers database reported forty four transactions in Florida, however

only two had annual sales over $1,500,000. Due to the unavailability of comparable transactions, we have not utilized these methods.

ASSET BASED APPROACH

The asset approach assumes that the value of a company is the fair market value of its net assets. Net asset value is defined as the differences between the value of all assets and liabilities. The asset based approach assumes the value of the underlying assets will be realized through their sale. Normally, this approach is more appropriate in valuing a controlling interest rather than a minority interest. Thus, if an owner does not have the ability to force the sale of partnership assets or its liquidation, the asset based approach is generally not applicable. An owner of six non-voting common shares does not possess the ability to force a sale of corporate assets or its liquidation and therefore, the asset based approach was not used.

DISCOUNT FOR LACK OF MARKETABILITY

A lack of marketability discount is available to reflect the fact that stock of a closely held business is not as liquid as its publicly traded counterpart. The concept of liquidity relates to the ease and quickness of converting an ownership interest to cash if the owner chooses to sell. An interest in a business is worth more than an interest in a comparable business that is not readily marketable.

Because LHI is a private and closely held corporation, its stockholders do not have access to an active, public market in the company's shares. As a result, LHI stock must be discounted for this lack of marketability.

SEC Accounting Release No. 113 specifically points out that the discount for lack of marketability is frequently substantial:

> Restricted securities are often purchased at a discount, frequently substantial, from the market price of outstanding unrestricted securities of the same class. This reflects the fact that securities which cannot be readily sold in the public marketplace are less valuable than securities which can be sold, and also the fact that by the direct sale of restricted securities, sellers avoid the expense, time and public disclosure which registration entails.

Over the past 25 years, restricted (letter stock) stock studies and studies of initial public offerings have been conducted to quantify the discount for lack of marketability associated with interests in closely held businesses.

Restricted (letter stock) stocks are identical to the freely traded stocks of public companies except they are restricted from trading on the open market for a certain period of time. Marketability is the sole difference between a letter stock and its freely traded counterpart. Although these studies have been conducted over a number of years, the results have been similar.

A summary of these studies is as follows:

Study	Years Covered in Study	Average Discount (%)
SEC Overall Average	1966-1969	25.8
SEC Nonreporting OTC Companies	1966-1969	32.6
Gelman	1968-1970	33.0
Trout	1968-1972	33.5
Moroney	unspecified	35.6
Maher	1969-1973	35.4
Standard Research Consultants	1978-1982	45.0
Willamette Management Associates	1981-1984	31.2
Silber Study	1981-1989	34.0
FMV Study	1979-April 1992	23.0
Management Planning, Inc.	1980-1996	27.1

Source: Valuing a Business, Shannon Pratt, 2000, p. 404.

Initial public offering (IPO) studies seek to determine the level of discount for lack of marketability for private companies prior to public offering. John Emory, ASA of Robert W. Baird & Co., has performed eight IPO studies, the first in 1981 and the most recent in 1997. He states that "it was my thought that if I could relate the prices at which private transactions took place before the IPO to the price at which the stock was offered subsequently to the public, I would be able to gauge in a somewhat objective way, the value of marketability."

The 1997 "Emory" study indicates that transactions took place at a 43% mean discount from the price at which the stock subsequently came to market. The results of this study are consistent with Emory's findings in prior years.

In summarizing the 1997 study Emory asks the question, "If the kinds of discounts found in the above studies are appropriate for promising situations where marketability is probable, but not a certainty, how much greater should discounts be for the more typical company's stock that has no marketability, little if any chance of ever becoming marketable, and is in a neutral to unpromising situation?"

Study	Number of IPO Prospectuses Reviewed	Number of Qualifying Transactions	Discount	
			Mean	Median
1995-1997	732	91	43%	42%
1994-1995	318	46	45%	45%
1992-1993	433	65	45%	44%
1990-1992	266	35	42%	40%
1989-1990	157	23	45%	40%
1987-1989	98	27	45%	45%
1985-1986	130	21	43%	43%
1980-1981	97	13	60%	66%
All 8 Studies	2,241	310	44%	43%

Source: Business Valuation Review, September, 1997

It is apparent from the various studies that a lack of marketability discount in the range of 35-40% is near the average. While these studies provide guidance with which to begin an analysis, it is important to understand that the circumstances of each case be examined to arrive at an appropriate discount.

The following factors need to be considered in determining marketability discount using a benchmark analysis:

Dividend Paying History and Capacity – The higher the dividend paying capacity and the higher the willingness to pay dividends, the lower the discount for marketability.

Restrictions on Transfers – The fewer restrictions placed on the transfer of stock, the lower the discount for lack of marketability.

Prospects of Going Public, Sale of Company or Acquisition by Another Company – The greater the prospects of an IPO issue, a sale of the company or being acquired, the lower the discount for lack of marketability.

Size of Block – The smaller the size of the block of stock the less attractive to an investor, thus, a greater discount to lack of marketability.

Buy-Sell Agreement – The existence of a buy-sell agreement which provides a market for the stock will reduce the discount for lack of marketability.

Growth Prospects – The better the prospects for growth of the company and the industry, the lower the discount or lack of marketability.

The following chart applies the factors discussed above to the subject stock to determine the appropriate discount for lack of marketability.

FACTORS	EFFECT UPON DISCOUNT	AS THEY APPLY TO LIC HOLDING, INC.
1) Dividend paying capacity and history	Neutral	LHI has not paid dividends since its inception.
2) Restriction on transfers	Decrease	There are no restrictions on transferability of stock. Thus, a shareholder may sell his interest to outside parties, which increases its marketability.
3) Prospect of either public offering, sale of partnership or acquisition by another	Neutral	LHI has no immediate plans of going public or a sale of the business
4) Size of block	Increase	The interest being valued is a minority interest ownership, which is less marketable than a majority ownership.
5) Buy-sell agreement	Neutral	There is no buy-sell agreement that would require a sale of subject interest upon the happening of a certain event, nor is there any liquidity provided due to the lack of such an agreement.
6) Growth prospects for Company	Decrease	LHI projects 4% annual growth for the foreseeable future. Thus, growth potential exists for LHI.

Based upon the above factors and assigning a weight of 5% to each factor, we arrive at a 30% marketability discount as follows:

Standard benchmark	**35.0%**
Dividend paying capacity	-
Restrictions on transfer	(5.0%)
Prospect of IPO, sale of Company or acquisition by another company	-
Size of block	5.0%
Buy-sell agreement	-
Growth prospects	(5.0%)
	30.0%

In addition to the use of a benchmark analysis, we have utilized the Management Planning, Inc. (MPI) restricted stock study which provides a correlation between the size of the discount and the attributes of the business in helping to quantify the discount for lack of marketability for LHI.

Management Planning, Inc.
Restricted Stock Study
1980 - 1995
Clear Confirming Tendency Observed

		First Quartile	Second Quartile	Third Quartile	Fourth Quartile	
Revenues						
(Ranked highest to lowest)	Median	17.9%	27.1%	31.5%	35.4%	Higher revenues, lower discount
	Mean	21.3%	24.7%	31.0%	34.3%	
Earnings						
(Ranked highest to lowest)	Median	15.9%	28.4%	32.7%	40.2%	Higher earnings, lower discount
	Mean	18.1%	28.3%	30.2%	35.1%	
Market/Price Per Share						
(Ranked lowest to highest)	Median	24.10%	22.20%	26.60%	35.70%	Higher price, lower discount
	Mean	23.78%	24.54%	26.60%	36.25%	
Price Stability						
(Ranked highest to lowest)	Median	34.2%	29.7%	18.4%	19.5%	Lower stability, higher discount
	Mean	34.8%	33.0%	19.7%	22.8%	
Earnings Stability						
(Ranked highest to lowest)	Median	16.1%	29.0%	30.8%	41.3%	Higher earnings stability, lower discount
	Mean	17.0%	29.7%	27.8%	37.7%	

The following chart compares various financial attributes of LHI to the MPI restricted stock study and summarizes those discounts (using median discounts) and averages them with our benchmark analysis:

Management Planning, Inc. Study

Revenues 4th Quartile ($3.2M to $8.7M)	35.40%
Earnings 4th Quartile ($.099M to $.385M)	40.20%
Average	37.80%
Benchmark Analysis	30.00%
Average (rounded)	34.00%

Using an average of the MPI study and the benchmark analysis, we have determined that the discount for lack of marketability should be 34.00%.

DISCOUNT FOR LACK OF VOTING RIGHTS

There are six non-voting common shares being valued. While minority and lack of marketability discounts can be sizable in certain circumstances, this might not be true for a non-voting discount. Typically, what is being gifted in non-voting form is a small minority interest. For valuation purposes, assume instead that a small voting minority interest had been gifted. The fact that the small voting minority interest has voting rights does not, in fact, give it much more clout than the same small non-voting interest. Except in unusual circumstances (such as swing block) the limited number of votes of the small voting share block means its holder can't affect the outcome of a vote any more than can the holder of a small, non-voting interest. In reality, there can be and usually are discounts for non-voting shares. However, objective market-based data indicates that these discounts are generally limited as compared to the values for small voting minority interests.

In "Stock Price Premiums for Voting Rights Attributable to Minority Interests" (*Business Valuation Review, December 1991*), a study of 43 public companies with voting and non-voting shares (which were otherwise identical) found the average discount for non-voting status to be 3.66%. After adjustments for certain outlying values, the study found the average implied discount for the remaining 33 companies to be approximately 2.34%. Therefore, we have applied a 2% discount for lack of voting rights.

VALUATION SUMMARY

Based upon our analysis, it is our opinion that the fair market value of LHI should be determined by assigning 100% to the income approach.

No weight has been given to the market approach, as a sufficient number of suitable guideline companies, or comparative transactions were not available to make this approach reliable.

No weight was given to the asset approach, as this approach is more appropriate for holding companies rather than operating companies, and a minority interest holder cannot force a sale of corporate assets or a liquidation of LHI.

Exhibit 11 presents our opinion of the fair market value of six non-voting common shares in LHI as of September 1, 2006, to be $9,400.

APPENDIX A
STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS

This valuation is subject to the following assumptions and limiting conditions.

1. Information, estimates, and opinions contained in this report are obtained from sources considered reliable; however, Goldstein Lewin & Co. has not independently verified such information, and no liability for such sources is assumed by us.

2. LIC Holdings, Inc. and its representatives warranted to us that the information they supplied was complete and accurate to the best of their knowledge. Information supplied by management has been accepted as correct without further verification, (and we express no opinion on that information).

3. Possession of this report, or a copy thereof, does not carry with it the right of publication of all or part of it, nor may it be used for any purpose by anyone but the client without the previous written consent of the client or us and, in any event, only with proper attribution.

4. We are not required to give testimony in court, or be in attendance during any hearings or depositions, with reference to the company being valued, unless previous arrangements have been made.

5. The various estimates of value presented in this report apply to this valuation only and may not be used out of the context presented herein. This valuation is valid only for the purpose or purposes specified herein. This report is valid only for the effective date specified herein.

6. This valuation assumes that the company will continue to operate as a going concern, and that the character of its present business will remain intact.

7. The valuation contemplates facts and conditions existing as of the valuation date. Events and conditions occurring after that date have not been considered, and we have no obligation to update our report for such events and conditions.

8. We have assumed that there is full compliance with all applicable federal, state, and local regulations and laws unless otherwise specified in this report.

9. Neither the professionals who worked on this engagement nor the partners of Goldstein Lewin & Co. have any present or contemplated future interest in the LIC Holdings, Inc., or any personal interest with respect to the parties involved, or any other interest that might prevent us from performing an unbiased valuation. Our compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in, or the use of, this report.

10. No investigation of titles to property or any claims on ownership of the property by any individuals or company has been undertaken. Unless otherwise stated in our report, title is assumed to be clear and free of encumbrances and as provided to the appraiser.

11. Unless otherwise provided for in writing and agreed to by both parties in advance, the extent of the liability for the completeness or accuracy of the data, opinions, comments, or conclusions shall not exceed the amount paid to Goldstein Lewin & Co. for professional fees and, then, only to the party or parties for whom this report was originally prepared.

12. No opinion is intended to be expressed for matters that require legal or other specialized expertise, investigation, or knowledge beyond that customarily employed by appraisers valuing businesses.

APPENDIX B
SOURCES OF INFORMATION RELIED UPON IN THIS VALUATION

1. LIC Holdings, Inc. Articles of Incorporation, including amendment.
2. LIC Holdings, Inc. By-Laws.
3. Fishman, Pratt, et al., Guide to Business Valuations, Practitioners Publishing Co., 2004.
4. Pratt, Shannon P. Valuing a Business, 4th edition, Dow-Jones-Irwin, 2000.
5. Internal Revenue Service Ruling 59-60, as amended by subsequent rulings.
6. Federal income tax returns for the years ended 2002 through 2006.
7. Ibbotson Associates, "2006 Stocks, Bonds, Bills and Inflation."
8. Integra Information, a division of Microbilt Corporation.
9. Annual reports and recent 10-K filings for guideline companies.
10. Market research from "First Research".
11. Pratt's Stats and the Institute of Business Appraisers databases.
12. The primary sources for the economic update are the Department of Commerce, the Department of Labor's Bureau of Labor Statistics and the Conference Board. Information from major economic indicator press releases and data from the "Survey of Current Business" and from the STAT-USA Internet website account for the majority of the statistical content. In addition, we have reviewed articles form the financial press and other media in order to gain additional perspective regarding economic activity.

BARRON'S (The Dow Jones Business and Financial Weekly)

- May 8, 2006 "Barron's Market Laboratory, Indexes' P/Es and Yields," p.M54, and "Weekly Bond Statistics," p.M56.
- June 5, 2006 "Barron's Market Laboratory, Indexes' P/Es and Yields," p.M54, and "Weekly Bond Statistics," p.M56.
- July 3, 2006 "Barron's Market Laboratory, Indexes' P/Es and Yields," p.M54, and "Weekly Bond Statistics," p.M56.

13. Other pertinent information deemed necessary to render this valuation opinion.

EXHIBIT 1

LIC HOLDINGS, INC
Historical Balance Sheet Summary

For Year Ended December: (in $'s)	2002	2003	2004	2005	2006
Assets					
Current Assets					
Cash	$ 4,190	13,440	154,463	768,150	443,848
Other Current Assets					
Loan Receivables	3,395	18,512	154,853	249,328	179,181
Stock Subscription Rec.	0	0	0	100	200
Note Receivable	0	0	0	0	279,090
Loan Rec. - Ted Bernstein	0	0	0	0	385,831
Loan Rec. - Aim - APS Acc	0	0	0	0	7,500
Loan Rec. - Aim - Mgnt	0	0	0	0	750
Loan Rec. - Cambridge	0	0	0	0	26,000
Payroll Taxes Rec.	0	15,225	0	0	0
Total Other Current Assets	3,395	33,737	154,853	249,428	878,552
Total Current Assets	7,585	47,177	309,316	1,017,578	1,322,400
Fixed Assets					
Property, Plant, & Equipment	41,892	55,368	55,369	60,184	97,654
Other Fixed Assets					
Accumulated Depreciation	-14,151	-29,815	-37,172	-47,219	-87,172
Amortization	866	866	866	866	866
Accumulated Amortization	-173	-346	-519	-692	-807
Total Other Fixed Assets	-13,458	-29,295	-36,825	-47,045	-87,113
Total Fixed Assets	28,434	26,073	18,544	13,139	10,541
Other Assets					
Deposits	4,070	4,255	4,255	4,255	4,255
Other					
Proprietary Estate Prog.	0	0	0	0	93,606
Total Other	0	0	0	0	93,606
Total Other Assets	4,070	4,255	4,255	4,255	97,861
Total Assets	$ 40,089	77,505	332,115	1,034,972	1,430,802
Liabilities & Equity					
Current Liabilities					
Accounts Payable	$ 0	20,694	0	0	0
Other Current Liabilities					
Loan Payable	20,121	0	0	0	327,281
Payroll Taxes	14,801	373	2,315	35,329	0
Cash Overdraft	0	0	101,841	40,819	391
401k Payable	0	0	407,613	0	400
Total Other Current Liabilities	34,922	373	511,769	76,148	328,072
Total Current Liabilities	34,922	21,067	511,769	76,148	328,072
Long-Term Liabilities					
Other Long-Term Liabilities					
Loans From Shareholders	99,000	361,121	799,009	224,573	0
Loan Payable	0	53,500	253,000	881,058	750
Loan Payable - Arbitrage	0	0	0	1,000	201,000
Loan Payable - Natl. Serv	0	0	0	0	30,000
Total Other Long-Term Liabilities	99,000	414,621	1,052,009	1,106,631	231,750
Total Long-Term Liabilities	99,000	414,621	1,052,009	1,106,631	231,750
Total Liabilities	133,922	435,688	1,563,778	1,182,779	559,822
Stockholders Equity					

LIC HOLDINGS, INC
Historical Balance Sheet Summary

For Year Ended December: (in $'s)	2002	2003	2004	2005	2006
Common Stock	1,000	1,000	2,000	1,000	1,000
Paid-In Capital	1,000	1,000	0	924,241	1,010,199
Retained Earnings	-96,033	-360,383	-458,218	-329,481	22,040
Other Equity					
Capital Stock	200	200	200	300	400
Bal. at beg of year	0	0	-387,750	-775,645	-628,103
Net Inc. per books	0	0	-387,895	31,778	465,444
Total Other Equity	200	200	-775,445	-743,567	-162,259
Total Stockholders Equity	-93,833	-358,183	-1,231,663	-147,807	870,980
Total Liabilities & Equity	$ 40,089	77,505	332,115	1,034,972	1,430,802

EXHIBIT 2

LIC HOLDINGS, INC
Historical Balance Sheet as a Percent of Assets

For Year Ended December: (in %'s)	2002	2003	2004	2005	2006
Assets					
Current Assets					
Cash	10.5	17.3	46.5	74.2	31.0
Other Current Assets					
Loan Receivables	8.5	23.9	46.6	24.1	12.5
Stock Subscription Rec.	0.0	0.0	0.0	0.0	0.0
Note Receivable	0.0	0.0	0.0	0.0	19.5
Loan Rec. - Ted Bernstein	0.0	0.0	0.0	0.0	27.0
Loan Rec. - Aim - APS Acc	0.0	0.0	0.0	0.0	0.5
Loan Rec. - Aim - Mgnt	0.0	0.0	0.0	0.0	0.1
Loan Rec. - Cambridge	0.0	0.0	0.0	0.0	1.8
Payroll Taxes Rec.	0.0	19.6	0.0	0.0	0.0
Total Other Current Assets	8.5	43.5	46.6	24.1	61.4
Total Current Assets	18.9	60.9	93.1	98.3	92.4
Fixed Assets					
Property, Plant, & Equipment	104.5	71.4	16.7	5.8	6.8
Other Fixed Assets					
Accumulated Depreciation	-35.3	-38.5	-11.2	-4.6	-6.1
Amortization	2.2	1.1	0.3	0.1	0.1
Accumulated Amortization	-0.4	-0.4	-0.2	-0.1	-0.1
Total Other Fixed Assets	-33.6	-37.8	-11.1	-4.5	-6.1
Total Fixed Assets	70.9	33.6	5.6	1.3	0.7
Other Assets					
Deposits	10.2	5.5	1.3	0.4	0.3
Other					
Proprietary Estate Prog.	0.0	0.0	0.0	0.0	6.5
Total Other	0.0	0.0	0.0	0.0	6.5
Total Other Assets	10.2	5.5	1.3	0.4	6.8
Total Assets	100.0	100.0	100.0	100.0	100.0
Liabilities & Equity					
Current Liabilities					
Accounts Payable	0.0	26.7	0.0	0.0	0.0
Other Current Liabilities					
Loan Payable	50.2	0.0	0.0	0.0	22.9
Payroll Taxes	36.9	0.5	0.7	3.4	0.0
Cash Overdraft	0.0	0.0	30.7	3.9	0.0
401k Payable	0.0	0.0	122.7	0.0	0.0
Total Other Current Liabilities	87.1	0.5	154.1	7.4	22.9
Total Current Liabilities	87.1	27.2	154.1	7.4	22.9
Long-Term Liabilities					
Other Long-Term Liabilities					
Loans From Shareholders	247.0	465.9	240.6	21.7	0.0
Loan Payable	0.0	69.0	76.2	85.1	0.1
Loan Payable - Arbitrage	0.0	0.0	0.0	0.1	14.0
Loan Payable - Natl. Serv	0.0	0.0	0.0	0.0	2.1
Total Other Long-Term Liabilities	247.0	535.0	316.8	106.9	16.2
Total Long-Term Liabilities	247.0	535.0	316.8	106.9	16.2
Total Liabilities	334.1	562.1	470.9	114.3	39.1
Stockholders Equity					

LIC HOLDINGS, INC
Historical Balance Sheet as a Percent of Assets

For Year Ended December: (in %'s)	2002	2003	2004	2005	2006
Common Stock	2.5	1.3	0.6	0.1	0.1
Paid-In Capital	2.5	1.3	0.0	89.3	70.6
Retained Earnings	-239.5	-465.0	-138.0	-31.8	1.5
Other Equity					
Capital Stock	0.5	0.3	0.1	0.0	0.0
Bal. at beg of year	0.0	0.0	-116.8	-74.9	-43.9
Net Inc. per books	0.0	0.0	-116.8	3.1	32.5
Total Other Equity	0.5	0.3	-233.5	-71.8	-11.3
Total Stockholders Equity	-234.1	-462.1	-370.9	-14.3	60.9
Total Liabilities & Equity	100.0	100.0	100.0	100.0	100.0

EXHIBIT 3

LIC HOLDINGS, INC
Historical Income Statement Summary

For Year Ended December: (in $'s)	2002	2003	2004	2005	2006	Average
Sales						
Net Revenue	$ 203,580	4,034,680	182,723	2,493,091	4,557,924	2,294,400
Gross Profit	203,580	4,034,680	182,723	2,493,091	4,557,924	2,294,400
Operating Expenses						
Officers Compensation	0	1,552,500	0	210,000	0	352,500
Other Salaries & Wages	147,369	1,757,145	131,742	689,929	67,951	558,827
Rent	8,960	27,471	26,830	30,653	19,114	22,606
Payroll Taxes	7,401	67,074	9,912	33,510	5,699	24,719
Auto & Truck Expenses	9,697	26,223	23,798	33,243	15,541	21,700
Insurance	7,411	109,693	108,871	31,425	52,972	62,074
Selling Expenses	0	0	0	0	0	0
Professional Expense	0	0	0	0	0	0
Travel & Entertainment	0	3,926	31,727	58,140	37,137	26,186
Directors Fees	0	0	0	0	0	0
Pension & Profit Sharing	0	433,993	407,613	0	0	168,321
Depreciation & Amort.	0	0	0	0	0	0
Interest Expense	6,800	8,309	13,492	23,708	0	10,462
Other Operating Expenses						
Repairs & Maintenance	0	2,277	2,275	856	2,400	1,562
Licenses & Taxes	897	3,016	3,217	3,535	2,206	2,574
Depreciation	14,151	15,664	7,357	5,232	2,483	8,977
Advertising	0	6,282	2,000	425	4,880	2,717
Alarm & Guard Service	240	714	334	449	877	523
Amortization Expense	173	173	173	173	115	161
Bank Charges	178	1,930	4,724	3,212	1,136	2,236
Commissions	25,378	21,979	8,916	884,934	2,939,462	776,134
Computer Supplies & Exp	12,000	1,492	12,680	16,947	28,956	14,415
Convention Expenses	0	30,000	300	0	0	6,060
Contract Labor	0	0	0	2,525	6,500	1,805
Dues & Subscriptions	0	1,807	688	11,978	5,998	4,094
Education	0	259	3,057	160	0	695
Licenses & Fees	0	4,704	0	0	62	953
Legal & Accounting	12,468	27,325	27,376	37,508	130,185	46,972
Management Fees	0	76,000	0	150	10,000	17,230
Marketing	0	1,610	19,149	4,300	571	5,126
Meals & Entertainment	1,872	4,752	10,228	24,186	22,743	12,756
Miscellaneous Expense	1,928	0	0	0	682	522
Office Expense	10,497	10,603	25,868	34,547	39,762	24,255
Moving Expense	0	0	0	0	208	42
Postage	123	2,202	5,186	10,161	5,797	4,694
Printing & Supplies	0	7,654	1,573	2,598	24,068	7,179
Supplies	1,824	8,595	10,031	17,099	13,875	10,285
Telephone	9,843	16,328	18,373	26,153	17,748	17,689
Utilities	0	1,730	2,419	5,317	4,745	2,842
Temporary Help	125	0	500	669	0	259
Accounting fees	1,400	0	0	3,136	5,804	2,068
Consulting	21,011	5,365	6,075	18,929	92,758	28,828
Pension Plan Admin Fees	0	0	0	3,000	3,750	1,350
Charitable Contributions	300	5,780	3,612	4,675	1,640	3,201
Personal Portion of Auto	0	6,364	5,950	11,081	5,180	5,715
Penalties (Books)	0	0	0	2,046	7,400	1,889
Section 179 Expense	0	0	0	4,815	37,470	8,457
Outside Services	0	3,693	1,500	7,500	0	2,539
Equipment Rental	0	0	2,843	1,494	0	867
Royalty Fees	0	0	0	174,308	0	34,862
Legal & Professional Fees	10,398	14,487	110,838	117,114	17,320	54,031
Recruiting	0	5,750	5,250	0	0	2,200
Seminars	2,700	0	0	0	0	540
Employee Benefit Programs	0	42,502	0	0	0	8,500

LIC HOLDINGS, INC
Historical Income Statement Summary

For Year Ended December: (in $'s)	2002	2003	2004	2005	2006	Average
Total Other Operating Expenses	127,506	331,037	302,492	1,441,212	3,436,781	1,127,804
Total Operating Expenses	315,144	4,317,371	1,056,477	2,551,820	3,635,195	2,375,199
Income From Operations	-111,564	-282,691	-873,754	-58,729	922,729	-80,799
Other Income/Expense						
Convention Expenses	0	0	0	0	0	0
Management Fees	0	0	0	0	10,000	2,000
Interest - Wachovia Bank	0	18,340	274	477	0	3,818
Gross Royalty	0	0	0	174,308	0	34,862
Other Income	0	0	0	39,352	0	7,870
Portfolio Interest Income	0	0	0	5,107	0	1,021
Total Other Income/Expense	0	18,340	274	219,244	10,000	49,571
Earnings Before Tax	-111,564	-264,351	-873,480	160,515	932,729	-31,228
Income Tax Expense	0	0	0	0	0	0
Net Income/Loss	$ -111,564	-264,351	-873,480	160,515	932,729	-31,228

EXHIBIT 4

LIC HOLDINGS, INC
Historical Income Statement as a Percent of Sales

Year Ended December: (in %'s)	2002	2003	2004	2005	2006	Average
Sales						
Net Revenue	100.0	100.0	100.0	100.0	100.0	100.0
Gross Profit	100.0	100.0	100.0	100.0	100.0	100.0
Operating Expenses						
Officers Compensation	0.0	38.5	0.0	8.4	0.0	9.4
Other Salaries & Wages	72.4	43.6	72.1	27.7	1.5	43.4
Rent	4.4	0.7	14.7	1.2	0.4	4.3
Payroll Taxes	3.6	1.7	5.4	1.3	0.1	2.4
Auto & Truck Expenses	4.8	0.6	13.0	1.3	0.3	4.0
Insurance	3.6	2.7	59.6	1.3	1.2	13.7
Selling Expenses	0.0	0.0	0.0	0.0	0.0	0.0
Professional Expense	0.0	0.0	0.0	0.0	0.0	0.0
Travel & Entertainment	0.0	0.1	17.4	2.3	0.8	4.1
Directors Fees	0.0	0.0	0.0	0.0	0.0	0.0
Pension & Profit Sharing	0.0	10.8	223.1	0.0	0.0	46.8
Depreciation & Amort.	0.0	0.0	0.0	0.0	0.0	0.0
Interest Expense	3.3	0.2	7.4	1.0	0.0	2.4
Other Operating Expenses						
Repairs & Maintenance	0.0	0.1	1.2	0.0	0.1	0.3
Licenses & Taxes	0.4	0.1	1.8	0.1	0.0	0.5
Depreciation	7.0	0.4	4.0	0.2	0.1	2.3
Advertising	0.0	0.2	1.1	0.0	0.1	0.3
Alarm & Guard Service	0.1	0.0	0.2	0.0	0.0	0.1
Amortization Expense	0.1	0.0	0.1	0.0	0.0	0.0
Bank Charges	0.1	0.0	2.6	0.1	0.0	0.6
Commissions	12.5	0.5	4.9	35.5	64.5	23.6
Computer Supplies & Exp	5.9	0.0	6.9	0.7	0.6	2.8
Convention Expenses	0.0	0.7	0.2	0.0	0.0	0.2
Contract Labor	0.0	0.0	0.0	0.1	0.1	0.0
Dues & Subscriptions	0.0	0.0	0.4	0.5	0.1	0.2
Education	0.0	0.0	1.7	0.0	0.0	0.3
Licenses & Fees	0.0	0.1	0.0	0.0	0.0	0.0
Legal & Accounting	6.1	0.7	15.0	1.5	2.9	5.2
Management Fees	0.0	1.9	0.0	0.0	0.2	0.4
Marketing	0.0	0.0	10.5	0.2	0.0	2.1
Meals & Entertainment	0.9	0.1	5.6	1.0	0.5	1.6
Miscellaneous Expense	0.9	0.0	0.0	0.0	0.0	0.2
Office Expense	5.2	0.3	14.2	1.4	0.9	4.4
Moving Expense	0.0	0.0	0.0	0.0	0.0	0.0
Postage	0.1	0.1	2.8	0.4	0.1	0.7
Printing & Supplies	0.0	0.2	0.9	0.1	0.5	0.3
Supplies	0.9	0.2	5.5	0.7	0.3	1.5
Telephone	4.8	0.4	10.1	1.0	0.4	3.3
Utilities	0.0	0.0	1.3	0.2	0.1	0.3
Temporary Help	0.1	0.0	0.3	0.0	0.0	0.1
Accounting fees	0.7	0.0	0.0	0.1	0.1	0.2
Consulting	10.3	0.1	3.3	0.8	2.0	3.3
Pension Plan Admin Fees	0.0	0.0	0.0	0.1	0.1	0.0
Charitable Contributions	0.1	0.1	2.0	0.2	0.0	0.5
Personal Portion of Auto	0.0	0.2	3.3	0.4	0.1	0.8
Penalties (Books)	0.0	0.0	0.0	0.1	0.2	0.0
Section 179 Expense	0.0	0.0	0.0	0.2	0.8	0.2
Outside Services	0.0	0.1	0.8	0.3	0.0	0.2
Equipment Rental	0.0	0.0	1.6	0.1	0.0	0.3
Royalty Fees	0.0	0.0	0.0	7.0	0.0	1.4
Legal & Professional Fees	5.1	0.4	60.7	4.7	0.4	14.2
Recruiting	0.0	0.1	2.9	0.0	0.0	0.6
Seminars	1.3	0.0	0.0	0.0	0.0	0.3
Employee Benefit Programs	0.0	1.1	0.0	0.0	0.0	0.2

LIC HOLDINGS, INC
Historical Income Statement as a Percent of Sales

For Year Ended December: (in %'s)	2002	2003	2004	2005	2006	Average
Total Other Operating Expenses	62.6	8.2	165.5	57.8	75.4	73.9
Total Operating Expenses	154.8	107.0	578.2	102.4	79.8	204.4
Income From Operations	-54.8	-7.0	-478.2	-2.4	20.2	-104.4
Other Income/Expense						
Convention Expenses	0.0	0.0	0.0	0.0	0.0	0.0
Management Fees	0.0	0.0	0.0	0.0	0.2	0.0
Interest - Wachovia Bank	0.0	0.5	0.1	0.0	0.0	0.1
Gross Royalty	0.0	0.0	0.0	7.0	0.0	1.4
Other Income	0.0	0.0	0.0	1.6	0.0	0.3
Portfolio Interest Income	0.0	0.0	0.0	0.2	0.0	0.0
Total Other Income/Expense	0.0	0.5	0.1	8.8	0.2	1.9
Earnings Before Tax	-54.8	-6.6	-478.0	6.4	20.5	-102.5
Income Tax Expense	0.0	0.0	0.0	0.0	0.0	0.0
Net Income/Loss	-54.8	-6.6	-478.0	6.4	20.5	-102.5

EXHIBIT 5

LIC HOLDINGS, INC
Adjusted Balance Sheet Summary

For Year Ended December: (in $'s)	2002	2003	2004	2005	2006
Assets					
Current Assets					
Cash	$ 4,190	13,440	154,463	768,150	443,848
Other Current Assets					
Loan Receivables	3,395	18,512	154,853	249,328	179,181
Stock Subscription Rec.	0	0	0	100	200
Note Receivable	0	0	0	0	279,090
Loan Rec. - Aim - APS Acc	0	0	0	0	7,500
Loan Rec. - Aim - Mgnt	0	0	0	0	750
Loan Rec. - Cambridge	0	0	0	0	26,000
Payroll Taxes Rec.	0	15,225	0	0	0
Total Other Current Assets	3,395	33,737	154,853	249,428	492,721
Total Current Assets	7,585	47,177	309,316	1,017,578	936,569
Fixed Assets					
Property, Plant, & Equipment	41,892	55,368	55,369	60,184	97,654
Other Fixed Assets					
Accumulated Depreciation	-14,151	-29,815	-37,172	-47,219	-87,172
Amortization	866	866	866	866	866
Accumulated Amortization	-173	-346	-519	-692	-807
Total Other Fixed Assets	-13,458	-29,295	-36,825	-47,045	-87,113
Total Fixed Assets	28,434	26,073	18,544	13,139	10,541
Other Assets					
Deposits	4,070	4,255	4,255	4,255	4,255
Other					
Proprietary Estate Prog.	0	0	0	0	93,606
Total Other	0	0	0	0	93,606
Total Other Assets	4,070	4,255	4,255	4,255	97,861
Total Assets	$ 40,089	77,505	332,115	1,034,972	1,044,971
Liabilities & Equity					
Current Liabilities					
Accounts Payable	$ 0	20,694	0	0	0
Other Current Liabilities					
Loan Payable	20,121	0	0	0	327,281
Payroll Taxes	14,801	373	2,315	35,329	0
Cash Overdraft	0	0	101,841	40,819	391
401k Payable	0	0	407,613	0	400
Total Other Current Liabilities	34,922	373	511,769	76,148	328,072
Total Current Liabilities	34,922	21,067	511,769	76,148	328,072
Long-Term Liabilities					
Other Long-Term Liabilities					
Loans From Shareholders	99,000	361,121	799,009	224,573	0
Loan Payable	0	53,500	253,000	881,058	750
Loan Payable - Arbitrage	0	0	0	1,000	201,000
Loan Payable - Natl. Serv	0	0	0	0	30,000
Total Other Long-Term Liabilities	99,000	414,621	1,052,009	1,106,631	231,750
Total Long-Term Liabilities	99,000	414,621	1,052,009	1,106,631	231,750
Total Liabilities	133,922	435,688	1,563,778	1,182,779	559,822
Stockholders Equity					
Common Stock	1,000	1,000	2,000	1,000	1,000

LIC HOLDINGS, INC
Adjusted Balance Sheet Summary

For Year Ended December: (in $'s)	2002	2003	2004	2005	2006
Paid-In Capital	1,000	1,000	0	924,241	1,010,199
Retained Earnings	-96,033	-360,383	-458,218	-329,481	-363,791
Other Equity					
Capital Stock	200	200	200	300	400
Bal. at beg of year	0	0	-387,750	-775,645	-628,103
Net Inc. per books	0	0	-387,895	31,778	465,444
Total Other Equity	200	200	-775,445	-743,567	-162,259
Total Stockholders Equity	-93,833	-358,183	-1,231,663	-147,807	485,149
Total Liabilities & Equity	$ 40,089	77,505	332,115	1,034,972	1,044,971

EXHIBIT 6

LIC HOLDINGS, INC
Adjusted Balance Sheet as a Percent of Assets

For Year Ended December: (in %'s)	2002	2003	2004	2005	2006
Assets					
Current Assets					
Cash	10.5	17.3	46.5	74.2	42.5
Other Current Assets					
Loan Receivables	8.5	23.9	46.6	24.1	17.1
Stock Subscription Rec.	0.0	0.0	0.0	0.0	0.0
Note Receivable	0.0	0.0	0.0	0.0	26.7
Loan Rec. - Aim - APS Acc	0.0	0.0	0.0	0.0	0.7
Loan Rec. - Aim - Mgnt	0.0	0.0	0.0	0.0	0.1
Loan Rec. - Cambridge	0.0	0.0	0.0	0.0	2.5
Payroll Taxes Rec.	0.0	19.6	0.0	0.0	0.0
Total Other Current Assets	8.5	43.5	46.6	24.1	47.2
Total Current Assets	18.9	60.9	93.1	98.3	89.6
Fixed Assets					
Property, Plant, & Equipment	104.5	71.4	16.7	5.8	9.3
Other Fixed Assets					
Accumulated Depreciation	-35.3	-38.5	-11.2	-4.6	-8.3
Amortization	2.2	1.1	0.3	0.1	0.1
Accumulated Amortization	-0.4	-0.4	-0.2	-0.1	-0.1
Total Other Fixed Assets	-33.6	-37.8	-11.1	-4.5	-8.3
Total Fixed Assets	70.9	33.6	5.6	1.3	1.0
Other Assets					
Deposits	10.2	5.5	1.3	0.4	0.4
Other					
Proprietary Estate Prog.	0.0	0.0	0.0	0.0	9.0
Total Other	0.0	0.0	0.0	0.0	9.0
Total Other Assets	10.2	5.5	1.3	0.4	9.4
Total Assets	100.0	100.0	100.0	100.0	100.0
Liabilities & Equity					
Current Liabilities					
Accounts Payable	0.0	26.7	0.0	0.0	0.0
Other Current Liabilities					
Loan Payable	50.2	0.0	0.0	0.0	31.3
Payroll Taxes	36.9	0.5	0.7	3.4	0.0
Cash Overdraft	0.0	0.0	30.7	3.9	0.0
401k Payable	0.0	0.0	122.7	0.0	0.0
Total Other Current Liabilities	87.1	0.5	154.1	7.4	31.4
Total Current Liabilities	87.1	27.2	154.1	7.4	31.4
Long-Term Liabilities					
Other Long-Term Liabilities					
Loans From Shareholders	247.0	465.9	240.6	21.7	0.0
Loan Payable	0.0	69.0	76.2	85.1	0.1
Loan Payable - Arbitrage	0.0	0.0	0.0	0.1	19.2
Loan Payable - Natl. Serv	0.0	0.0	0.0	0.0	2.9
Total Other Long-Term Liabilities	247.0	535.0	316.8	106.9	22.2
Total Long-Term Liabilities	247.0	535.0	316.8	106.9	22.2
Total Liabilities	334.1	562.1	470.9	114.3	53.6
Stockholders Equity					
Common Stock	2.5	1.3	0.6	0.1	0.1

LIC HOLDINGS, INC
Adjusted Balance Sheet as a Percent of Assets

For Year Ended December: (in %'s)	2002	2003	2004	2005	2006
Paid-In Capital	2.5	1.3	0.0	89.3	96.7
Retained Earnings	-239.5	-465.0	-138.0	-31.8	-34.8
Other Equity					
Capital Stock	0.5	0.3	0.1	0.0	0.0
Bal. at beg of year	0.0	0.0	-116.8	-74.9	-60.1
Net Inc. per books	0.0	0.0	-116.8	3.1	44.5
Total Other Equity	0.5	0.3	-233.5	-71.8	-15.5
Total Stockholders Equity	-234.1	-462.1	-370.9	-14.3	46.4
Total Liabilities & Equity	100.0	100.0	100.0	100.0	100.0

EXHIBIT 7

LIC HOLDINGS, INC
Adjusted Income Statement Summary

For Year Ended December: (in $'s)	2002	2003	2004	2005	2006	Average
Sales						
Net Revenue	$ 203,580	4,034,680	182,723	2,493,091	4,557,924	2,294,400
Gross Profit	203,580	4,034,680	182,723	2,493,091	4,557,924	2,294,400
Operating Expenses						
Officers Compensation	0	1,552,500	0	210,000	385,831	429,666
Other Salaries & Wages	147,369	1,757,145	131,742	689,929	67,951	558,827
Rent	8,960	27,471	26,830	30,653	19,114	22,606
Payroll Taxes	7,401	67,074	9,912	33,510	5,699	24,719
Auto & Truck Expenses	9,697	26,223	23,798	33,243	15,541	21,700
Insurance	7,411	109,693	108,871	31,425	52,972	62,074
Selling Expenses	0	0	0	0	0	0
Professional Expense	0	0	0	0	0	0
Travel & Entertainment	0	3,926	31,727	58,140	37,137	26,186
Directors Fees	0	0	0	0	0	0
Pension & Profit Sharing	0	433,993	407,613	0	0	168,321
Depreciation & Amort.	0	0	0	0	0	0
Interest Expense	6,800	8,309	13,492	23,708	0	10,462
Other Operating Expenses						
Repairs & Maintenance	0	2,277	2,275	856	2,400	1,562
Licenses & Taxes	897	3,016	3,217	3,535	2,206	2,574
Depreciation	14,151	15,664	7,357	5,232	2,483	8,977
Advertising	0	6,282	2,000	425	4,880	2,717
Alarm & Guard Service	240	714	334	449	877	523
Amortization Expense	173	173	173	173	115	161
Bank Charges	178	1,930	4,724	3,212	1,136	2,236
Commissions	25,378	21,979	8,916	884,934	2,939,462	776,134
Computer Supplies & Exp	12,000	1,492	12,680	16,947	28,956	14,415
Convention Expenses	0	30,000	300	0	0	6,060
Contract Labor	0	0	0	2,525	6,500	1,805
Dues & Subscriptions	0	1,807	688	11,978	5,998	4,094
Education	0	259	3,057	160	0	695
Licenses & Fees	0	4,704	0	0	62	953
Legal & Accounting	12,468	27,325	27,376	37,508	130,185	46,972
Management Fees	0	76,000	0	150	10,000	17,230
Marketing	0	1,610	19,149	4,300	571	5,126
Meals & Entertainment	1,872	4,752	10,228	24,186	22,743	12,756
Miscellalneous Expense	1,928	0	0	0	682	522
Office Expense	10,497	10,603	25,868	34,547	39,762	24,255
Moving Expense	0	0	0	0	208	42
Postage	123	2,202	5,186	10,161	5,797	4,694
Printing & Supplies	0	7,654	1,573	2,598	24,068	7,179
Supplies	1,824	8,595	10,031	17,099	13,875	10,285
Telephone	9,843	16,328	18,373	26,153	17,748	17,689
Utilities	0	1,730	2,419	5,317	4,745	2,842
Temporary Help	125	0	500	669	0	259
Accounting fees	1,400	0	0	3,136	5,804	2,068
Consulting	21,011	5,365	6,075	18,929	92,758	28,828
Pension Plan Admin Fees	0	0	0	3,000	3,750	1,350
Charitable Contributions	300	5,780	3,612	4,675	1,640	3,201
Personal Portion of Auto	0	6,364	5,950	11,081	5,180	5,715
Penalties (Books)	0	0	0	2,046	7,400	1,889
Section 179 Expense	0	0	0	4,815	37,470	8,457
Outside Services	0	3,693	1,500	7,500	0	2,539
Equipment Rental	0	0	2,843	1,494	0	867
Royalty Fees	0	0	0	174,308	0	34,862
Legal & Professional Fees	10,398	14,487	110,838	117,114	17,320	54,031
Recruiting	0	5,750	5,250	0	0	2,200
Seminars	2,700	0	0	0	0	540
Employee Benefit Programs	0	42,502	0	0	0	8,500

LIC HOLDINGS, INC
Adjusted Income Statement Summary

For Year Ended December: (in $'s)	2002	2003	2004	2005	2006	Average
Total Other Operating Expenses	127,506	331,037	302,492	1,441,212	3,436,781	1,127,804
Total Operating Expenses	315,144	4,317,371	1,056,477	2,551,820	4,021,026	2,452,365
Income From Operations	-111,564	-282,691	-873,754	-58,729	536,898	-157,965
Other Income/Expense						
Convention Expenses	0	0	0	0	0	0
Management Fees	0	0	0	0	10,000	2,000
Interest - Wachovia Bank	0	18,340	274	477	0	3,818
Gross Royalty	0	0	0	174,308	0	34,862
Other Income	0	0	0	39,352	0	7,870
Portfolio Interest Income	0	0	0	5,107	0	1,021
Total Other Income/Expense	0	18,340	274	219,244	10,000	49,571
arnings Before Tax	-111,564	-264,351	-873,480	160,515	546,898	-108,394
Income Tax Expense	-42,952	-101,775	-336,290	61,798	210,556	-41,733
et Income/Loss	$ -68,612	-162,576	-537,190	98,717	336,342	-66,661

EXHIBIT 8

LIC HOLDINGS, INC
Adjusted Income Statement as a Percent of Sales

For Year Ended December: (in %'s)	2002	2003	2004	2005	2006	Average
Sales						
Net Revenue	100.0	100.0	100.0	100.0	100.0	100.0
Gross Profit	100.0	100.0	100.0	100.0	100.0	100.0
Operating Expenses						
Officers Compensation	0.0	38.5	0.0	8.4	8.5	11.1
Other Salaries & Wages	72.4	43.6	72.1	27.7	1.5	43.4
Rent	4.4	0.7	14.7	1.2	0.4	4.3
Payroll Taxes	3.6	1.7	5.4	1.3	0.1	2.4
Auto & Truck Expenses	4.8	0.6	13.0	1.3	0.3	4.0
Insurance	3.6	2.7	59.6	1.3	1.2	13.7
Selling Expenses	0.0	0.0	0.0	0.0	0.0	0.0
Professional Expense	0.0	0.0	0.0	0.0	0.0	0.0
Travel & Entertainment	0.0	0.1	17.4	2.3	0.8	4.1
Directors Fees	0.0	0.0	0.0	0.0	0.0	0.0
Pension & Profit Sharing	0.0	10.8	223.1	0.0	0.0	46.8
Depreciation & Amort.	0.0	0.0	0.0	0.0	0.0	0.0
Interest Expense	3.3	0.2	7.4	1.0	0.0	2.4
Other Operating Expenses						
Repairs & Maintenance	0.0	0.1	1.2	0.0	0.1	0.3
Licenses & Taxes	0.4	0.1	1.8	0.1	0.0	0.5
Depreciation	7.0	0.4	4.0	0.2	0.1	2.3
Advertising	0.0	0.2	1.1	0.0	0.1	0.3
Alarm & Guard Service	0.1	0.0	0.2	0.0	0.0	0.1
Amortization Expense	0.1	0.0	0.1	0.0	0.0	0.0
Bank Charges	0.1	0.0	2.6	0.1	0.0	0.6
Commissions	12.5	0.5	4.9	35.5	64.5	23.6
Computer Supplies & Exp	5.9	0.0	6.9	0.7	0.6	2.8
Convention Expenses	0.0	0.7	0.2	0.0	0.0	0.2
Contract Labor	0.0	0.0	0.0	0.1	0.1	0.0
Dues & Subscriptions	0.0	0.0	0.4	0.5	0.1	0.2
Education	0.0	0.0	1.7	0.0	0.0	0.3
Licenses & Fees	0.0	0.1	0.0	0.0	0.0	0.0
Legal & Accounting	6.1	0.7	15.0	1.5	2.9	5.2
Management Fees	0.0	1.9	0.0	0.0	0.2	0.4
Marketing	0.0	0.0	10.5	0.2	0.0	2.1
Meals & Entertainment	0.9	0.1	5.6	1.0	0.5	1.6
Miscellaneous Expense	0.9	0.0	0.0	0.0	0.0	0.2
Office Expense	5.2	0.3	14.2	1.4	0.9	4.4
Moving Expense	0.0	0.0	0.0	0.0	0.0	0.0
Postage	0.1	0.1	2.8	0.4	0.1	0.7
Printing & Supplies	0.0	0.2	0.9	0.1	0.5	0.3
Supplies	0.9	0.2	5.5	0.7	0.3	1.5
Telephone	4.8	0.4	10.1	1.0	0.4	3.3
Utilities	0.0	0.0	1.3	0.2	0.1	0.3
Temporary Help	0.1	0.0	0.3	0.0	0.0	0.1
Accounting fees	0.7	0.0	0.0	0.1	0.1	0.2
Consulting	10.3	0.1	3.3	0.8	2.0	3.3
Pension Plan Admin Fees	0.0	0.0	0.0	0.1	0.1	0.0
Charitable Contributions	0.1	0.1	2.0	0.2	0.0	0.5
Personal Portion of Auto	0.0	0.2	3.3	0.4	0.1	0.8
Penalties (Books)	0.0	0.0	0.0	0.1	0.2	0.0
Section 179 Expense	0.0	0.0	0.0	0.2	0.8	0.2
Outside Services	0.0	0.1	0.8	0.3	0.0	0.2
Equipment Rental	0.0	0.0	1.6	0.1	0.0	0.3
Royalty Fees	0.0	0.0	0.0	7.0	0.0	1.4
Legal & Professional Fees	5.1	0.4	60.7	4.7	0.4	14.2
Recruiting	0.0	0.1	2.9	0.0	0.0	0.6
Seminars	1.3	0.0	0.0	0.0	0.0	0.3
Employee Benefit Programs	0.0	1.1	0.0	0.0	0.0	0.2

LIC HOLDINGS, INC
Adjusted Income Statement as a Percent of Sales

For Year Ended December: (in %'s)	2002	2003	2004	2005	2006	Average
Total Other Operating Expenses	62.6	8.2	165.5	57.8	75.4	73.9
Total Operating Expenses	154.8	107.0	578.2	102.4	88.2	206.1
Income From Operations	-54.8	-7.0	-478.2	-2.4	11.8	-106.1
Other Income/Expense						
Convention Expenses	0.0	0.0	0.0	0.0	0.0	0.0
Management Fees	0.0	0.0	0.0	0.0	0.2	0.0
Interest - Wachovia Bank	0.0	0.5	0.1	0.0	0.0	0.1
Gross Royalty	0.0	0.0	0.0	7.0	0.0	1.4
Other Income	0.0	0.0	0.0	1.6	0.0	0.3
Portfolio Interest Income	0.0	0.0	0.0	0.2	0.0	0.0
Total Other Income/Expense	0.0	0.5	0.1	8.8	0.2	1.9
Earnings Before Tax	-54.8	-6.6	-478.0	6.4	12.0	-104.2
Income Tax Expense	-21.1	-2.5	-184.0	2.5	4.6	-40.1
Net Income/Loss	-33.7	-4.0	-294.0	4.0	7.4	-64.1

LIC HOLDINGS, INC
Adjusted Ratio Analysis

EXHIBIT 9

For Year Ended December:

	2002	2003	2004	2005	2006	Average
Growth						
Sales Growth	N/A	1,881.9	-95.5	1,264.4	82.8	783.4
Turnover						
Sales/Total Assets (X)	N/A	68.6	0.9	3.6	4.4	19.4
Before-Tax Profitability						
Return On Sales (%)	-54.8	-6.6	-478.0	6.4	12.0	-104.2
Return On Assets (%)	N/A	-449.6	-426.5	23.5	52.6	-200.0
Risk						
Current Ratio (X)	0.2	2.2	0.6	13.4	2.9	3.9
Interest Coverage (X)	-15.4	-30.8	-63.7	7.8	N/A	-20.4

EXHIBIT 10

LIC HOLDINGS, INC
Adjusted Comparative Analysis
For Year Ended December 2006

	Client	Industry	Difference
General			
Number of Companies	1.0	1,964.0	
Total Assets ($000's)	1,045.0	2,758.0	-1,713.00
Income Statement Items			
Annual Sales ($000's)	4,557.9	3,433.0	1,124.90
Income Before Tax as a % of Sales	12.0	7.6	4.40
Turnover Ratios			
Total Asset (X)	4.4	1.3	3.10
Profitability			
Pre-Tax Return on Assets (%)	52.6	9.5	43.10
Risk			
Current Ratio (X)	2.9	1.7	1.20
Interest Coverage Ratio (X)	0.0	8.7	-8.70

EXHIBIT 11

LIC HOLDINGS, INC.
VALUATION SUMMARY
SEPTEMBER 1, 2006

	Indicator	Weight	Product	Fair Market Value Six Shares Non-Voting
Income Approach	$ 1,206,000	100%	$ 904,500	
Freely Traded Per Share Value (500 Shares Outstanding)				$ 2,412.00
				x 6
				14,472
Discount for Lack of Marketability @ 34%				(4,920)
Discount for Lack of Voting Rights @ 2%				(191)
Six Non-Voting Common Shares				$ 9,361
			Rounded	$ 9,400

WILL OF

SIMON L. BERNSTEIN

Prepared by:

Tescher & Spallina, P.A.
4855 Technology Way, Suite 720, Boca Raton, Florida 33431
(561) 997-7008
www.tescherspallina.com

LAW OFFICES
TESCHER & SPALLINA, P.A.

CONFORMED COPY

WILL OF

SIMON L. BERNSTEIN

The original of this Will is being held in the safe deposit box of the law firm of Tescher & Spallina, P.A.

I, SIMON L. BERNSTEIN, of Palm Beach County, Florida, hereby revoke all my prior Wills and Codicils and make this Will. I am a widower, but in the event that I marry subsequent to the execution of this Will, I specifically make no provision for my spouse. My children are TED S. BERNSTEIN, PAMELA B. SIMON, ELIOT BERNSTEIN, JILL IANTONI and LISA S. FRIEDSTEIN.

ARTICLE I. TANGIBLE PERSONAL PROPERTY

I give such items of my tangible personal property to such persons as I may designate in a separate written memorandum prepared for this purpose. I give to my children who survive me, divided among them as they agree, or if they fail to agree, divided among them by my Personal Representatives in as nearly equal shares as practical my personal effects, jewelry, collections, household furnishings and equipment, automobiles and all other non-business tangible personal property other than cash, not effectively disposed of by such memorandum, and if no child of mine survives me, this property shall pass with the residue of my estate.

ARTICLE II. EXERCISE OF POWER OF APPOINTMENT

Under Subparagraph E.1. of Article II. of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008, (the "***Shirley Trust***"), I was granted a special power of appointment upon my death to direct the disposition of the remaining assets of the Marital Trust and the Family Trust established under the Shirley Trust. Pursuant to the power granted to me under the Shirley Trust, upon my death, I hereby direct the then serving Trustees of the Marital Trust and the Family Trust to divide the remaining trust assets into equal shares for my then living grandchildren and distribute said shares to the then serving Trustees of their respective trusts established under Subparagraph II.B. of my Existing Trust, as referenced below, and administered pursuant to Subparagraph II.C. thereunder.

ARTICLE III. RESIDUE OF MY ESTATE

I give all the residue of my estate, including my homestead, to the Trustee then serving under my revocable Trust Agreement dated May 20, 2008, as amended and restated from time to time and on even date herewith (the "***Existing Trust***"), as Trustee without bond, but I do not exercise any powers of appointment held by me except as provided in Article II., above, and in the later paragraph titled "Death Costs." The residue shall be added to and become a part of the Existing Trust, and shall be held under

the provisions of said Agreement in effect at my death, or if this is not permitted by applicable law or the Existing Trust is not then in existence, under the provisions of said Agreement as existing today. If necessary to give effect to this gift, but not otherwise, said Agreement as existing today is incorporated herein by reference.

ARTICLE IV. PERSONAL REPRESENTATIVES

1. **Appointment and Bond.** I appoint ROBERT L. SPALLINA and DONALD R. TESCHER to serve together as my co-Personal Representatives, or either of them alone as Personal Representative if either of them is unable to serve (the "***fiduciary***"). Each fiduciary shall serve without bond and have all of the powers, privileges and immunities granted to my fiduciary by this Will or by law, provided, however, that my fiduciary shall exercise all powers in a fiduciary capacity.

2. **Powers of Personal Representatives.** My fiduciary may exercise its powers without court approval. No one dealing with my fiduciary need inquire into its authority or its application of property. My fiduciary shall have the following powers:

a. Investments. To sell or exchange at public or private sale and on credit or otherwise, with or without security, and to lease for any term or perpetually, any property, real and personal, at any time forming a part of my probate estate (the "***estate***"); to grant and exercise options to buy or sell; to invest or reinvest in real or personal property of every kind, description and location; and to receive and retain any such property whether originally a part of the estate, or subsequently acquired, even if a fiduciary is personally interested in such property, and without liability for any decline in the value thereof; all without limitation by any statutes or judicial decisions, whenever enacted or announced, regulating investments or requiring diversification of investments.

b. Distributions or Divisions. To distribute directly to any beneficiary who is then entitled to distribution under the Existing Trust; to make any division or distribution pro rata or non-pro rata, in cash or in kind; and to allocate undivided interests in property and dissimilar property (without regard to its tax basis) to different shares, and to make any distribution to a minor or any other incapacitated person directly to such person, to his or her legal representative, to any person responsible for or assuming his or her care, or in the case of a minor to an adult person or an eligible institution (including a fiduciary) selected by my fiduciary as custodian for such minor under the Uniform Transfers to Minors Act or similar provision of law. The receipt of such payee is a complete release to the fiduciary.

c. Management. To manage, develop, improve, partition or change the character of or abandon an asset or interest in property at any time; and to make ordinary and extraordinary repairs, replacements, alterations and improvements, structural or otherwise.

d. Borrowing. To borrow money from anyone on commercially reasonable terms, including a fiduciary, beneficiaries and other persons who may have a direct or indirect interest in the

estate; and to mortgage, margin, encumber and pledge real and personal property of the estate as security for the payment thereof, without incurring any personal liability thereon and to do so for a term within or extending beyond the terms of the estate and to renew, modify or extend existing borrowing on similar or different terms and with the same or different security without incurring any personal liability; and such borrowing from my fiduciary may be with or without interest, and may be secured with a lien on the estate assets or any beneficiary's interest in said assets.

e. Lending. To extend, modify or waive the terms of any obligation, bond or mortgage at any time forming a part of the estate and to foreclose any such mortgage; accept a conveyance of encumbered property, and take title to the property securing it by deed in lieu of foreclosure or otherwise and to satisfy or not satisfy the indebtedness securing said property; to protect or redeem any such property from forfeiture for nonpayment of taxes or other lien; generally, to exercise as to such bond, obligation or mortgage all powers that an absolute owner might exercise; and to loan funds to beneficiaries at commercially reasonable rates, terms and conditions.

f. Abandonment of Property. To abandon any property or asset when it is valueless or so encumbered or in such condition that it is of no benefit to the estate. To abstain from the payment of taxes, liens, rents, assessments, or repairs on such property and/or permit such property to be lost by tax sale, foreclosure or other proceeding or by conveyance for nominal or no consideration to anyone including a charity or by escheat to a state; all without personal liability incurred therefor.

g. Real Property Matters. To subdivide, develop or partition real estate; to dedicate the same to public use; to make or obtain the location of any plats; to adjust boundaries; to adjust differences in valuations on exchange or partition by giving or receiving consideration; and, to grant easements with or without consideration as they may determine; and to demolish any building, structures, walls and improvements, or to erect new buildings, structures, walls and improvements and to insure against fire and other risks.

h. Claims. To enforce, compromise, adjust, arbitrate, release or otherwise settle or pay any claims or demands by or against the estate.

i. Business Entities. To deal with any business entity or enterprise even if a fiduciary is or may be a fiduciary of or own interests in said business entity or enterprise, whether operated in the form of a corporation, partnership, business trust, limited liability company, joint venture, sole proprietorship, or other form (all of which business entities and enterprises are referred to herein as "***Business Entities***"). I vest the fiduciary with the following powers and authority in regard to Business Entities:

i. To retain and continue to operate a Business Entity for such period as the fiduciary deems advisable;

ii. To control, direct and manage the Business Entities. In this connection, the fiduciary, in its sole discretion, shall determine the manner and extent of its active participation in the

operation and may delegate all or any part of its power to supervise and operate to such person or persons as the fiduciary may select, including any associate, partner, officer or employee of the Business Entity;

iii. To hire and discharge officers and employees, fix their compensation and define their duties; and similarly to employ, compensate and discharge agents, attorneys, consultants, accountants, and such other representatives as the fiduciary may deem appropriate; including the right to employ any beneficiary or fiduciary in any of the foregoing capacities;

iv. To invest funds in the Business Entities, to pledge other assets of the estate or a trust as security for loans made to the Business Entities, and to lend funds from my estate or a trust to the Business Entities;

v. To organize one or more Business Entities under the laws of this or any other state or country and to transfer thereto all or any part of the Business Entities or other property of my estate or a trust, and to receive in exchange such stocks, bonds, partnership and member interests, and such other securities or interests as the fiduciary may deem advisable;

vi. To treat Business Entities as separate from my estate or a trust. In a fiduciary's accounting to any beneficiary, the fiduciary shall only be required to report the earnings and condition of the Business Entities in accordance with standard business accounting practice;

vii. To retain in Business Entities such net earnings for working capital and other purposes of the Business Entities as the fiduciary may deem advisable in conformity with sound business practice;

viii. To sell or liquidate all or any part of the Business Entities at such time and price and upon such terms and conditions (including credit) as the fiduciary may determine. My fiduciary is specifically authorised and empowered to make such sale to any person, including any partner, officer, or employee of the Business Entities, a fiduciary, or to any beneficiary; and

ix. To guaranty the obligations of the Business Entities, or pledge assets of the estate or a trust to secure such a guaranty.

j. Life Insurance. With respect to any life insurance policies constituting an asset of the estate to pay premiums; to apply dividends in reduction of such premiums; to borrow against the cash values thereof; to convert such policies into other forms of insurance including paid-up insurance; to exercise any settlement options provided in any such policies; to receive the proceeds of any policy upon its maturity and to administer such proceeds as a part of the principal of the estate or trust; and in general, to exercise all other options, benefits, rights and privileges under such policies; provided, however, no fiduciary other than a sole fiduciary may exercise any incidents of ownership with respect to policies of insurance insuring the fiduciary's own life.

k. Reimbursement. To reimburse itself from the estate for all reasonable expenses incurred in the administration thereof.

l. Voting. To vote and give proxies, with power of substitution to vote, stocks, bonds and other securities, or not to vote a security.

m. Ancillary Administration. To appoint or nominate, and replace with or without cause, any persons or corporations, including itself, as ancillary administrators to administer property in other jurisdictions, with the same powers, privileges and immunities as my fiduciary and without bond.

n. Tax Elections. To file tax returns, and to exercise all tax-related elections and options at their discretion, without compensating adjustments or reimbursements between any accounts or any beneficiaries.

3. **Survivorship.** A beneficiary is not deemed to survive me unless he or she survives me by five days.

4. **Death Costs.** My fiduciary shall pay (a) from the residuary estate my debts which are allowed as claims against my estate, (b) from the residuary estate my funeral expenses without regard to legal limitations, (c) from the residuary estate the expenses of administering my estate and (d) from the residuary estate other than the portion of the residuary estate qualifying for the marital deduction under the laws then in effect, without apportionment, all estate, inheritance and succession taxes (excluding generation-skipping taxes other than with respect to direct skips), and interest and penalties thereon, due because of my death and attributable to all property whether passing under this Will or otherwise and not required by the terms of the Existing Trust to be paid out of said trust. However, such taxes, penalties and interest payable out of my residuary estate shall not include taxes, penalties and interest attributable to (i) property over which I have a power of appointment granted to me by another person, (ii) qualified terminable interest property held in a trust of which I was the income beneficiary at the time of my death (other than qualified terminable interest property held in a trust for which an election was made under Code Section 2652(a)(3)), and (iii) life insurance proceeds on policies insuring my life which proceeds are not payable to my probate estate. My fiduciary shall not be reimbursed for any such payment from any person or property. However, my fiduciary in its discretion may direct that part or all of said death costs shall be paid by my Trustee as provided in the Existing Trust, and shall give such direction to the extent necessary so that the gifts made in Article I of this Will and the gifts made in any codicil hereto shall not be reduced by said death costs. If the amount of the above-described taxes, and interest and penalties arising by reason of my death (without regard to where payable from under the terms of this paragraph or applicable law) is increased because of the power of appointment granted to me under Subparagraph II.E.1. of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008, I hereby appoint to my probate estate from the property subject to such power (to the extent allowable under such power) the amount of such increase (calculating such increase at the highest applicable marginal rates) and exercise such power to this extent only, and notwithstanding the other provisions of this paragraph further direct my fiduciary to make payment of such increase in taxes,

interest and penalties to the appropriate taxing authorities from the appointed property or the proceeds thereof. Any trustee holding such appointive property may pay to my fiduciary the amount which my fiduciary certifies as due under this paragraph and is not responsible for the correctness or application of amounts so paid.

5. **Reimbursement for Debts and Expenses**. My fiduciary shall promptly reimburse my friends and members of my family who have disbursed their own funds for the payment of any debts, funeral expenses or costs of administration of my estate.

6. **Expenses of Handling Tangible Personal Property**. All expenses incurred by my fiduciary during the settlement of my estate in appraising, storing, packing, shipping, delivering or insuring an article of tangible personal property passing under this Will shall be charged as an expense of administering my estate.

7. **Dealing with Estate**. Each fiduciary may act under this Will even if interested in my estate in an individual capacity, as a fiduciary of another estate or trust (including any trust identified in this Will or created under the Existing Trust) or in any other capacity. Each fiduciary may in good faith buy from, sell to, lend funds to or otherwise deal with my estate.

8. **Spouse**. The term "***spouse***" herein means, as to a designated individual, the person to whom that individual is from time to time married.

9. **Other Beneficiary Designations**. Except as otherwise explicitly and with particularity provided herein, (a) no provision of this Will shall revoke or modify any beneficiary designation of mine made by me and not revoked by me prior to my death under any individual retirement account, other retirement plan or account, or annuity or insurance contract, (b) I hereby reaffirm any such beneficiary designation such that any assets held in such account, plan, or contract shall pass in accordance with such designation, and (c) regardless of anything herein to the contrary, any of such assets which would otherwise pass pursuant to this Will due to the beneficiary designation not having met the requirements for a valid testamentary disposition under applicable law or otherwise shall be paid as a gift made hereunder to the persons and in the manner provided in such designation which is incorporated herein by this reference.

[remainder of page intentionally left blank]

I have published and signed this instrument as my Will at Boca Raton, Florida, on the 25 day of July, 2012.

/s/ Simon L. Bernstein
SIMON L. BERNSTEIN

This instrument, consisting of this page numbered 7 and the preceding typewritten pages, was signed, sealed, published and declared by the Testator to be the Testator's Will in our presence, and at the Testator's request and in the Testator's presence, and in the presence of each other, we have subscribed our names as witnesses at Boca Raton, Florida on this 25 day of July, 2012.

/s/ Robert L. Spallina residing at Robert L. Spallina
[Witness Signature] [Witness Address]
7387 Wisteria Avenue
Parkland, FL 33076
[Witness Address]

/s/ Kimberly Moran residing at Kimberly Moran
[Witness Signature] [Witness Address]
6362 Las Flores Drive
Boca Raton, FL 33433
[Witness Address]

State Of Florida

SS.

County Of Palm Beach

I, SIMON L. BERNSTEIN, declare to the officer taking my acknowledgment of this instrument, and to the subscribing witnesses, that I signed this instrument as my will.

/s/ Simon L. Bernstein
SIMON L. BERNSTEIN, Testator

We, Robert L. Spallina and Kimberly Moran, have been sworn by the officer signing below, and declare to that officer on our oaths that the Testator declared the instrument to be the Testator's will and signed it in our presence and that we each signed the instrument as a witness in the presence of the Testator and of each other.

/s/ Robert L. Spallina
Witness

/s/ Kimberly Moran
Witness

Acknowledged and subscribed before me, by the Testator, SIMON L. BERNSTEIN, who is personally known to me or who has produced _____ (*state type of identification*) as identification, and sworn to and subscribed before me by the witnesses, Robert L. Spallina, who is personally known to me or who has produced _____ (*state type of identification*) as identification, and Kimberly Moran, who is personally known to me or who has produced _____ (*state type of identification*) as identification, and subscribed by me in the presence of SIMON L. BERNSTEIN and the subscribing witnesses, all on this 25 day of July, 2012.

Commission No. EE092282
Expires May 10, 2015
[Seal with Commission Expiration Date]

/s/ Lindsay Baxley
Signature - Notary Public-State of Florida

Lindsay Baxley
Print, type or stamp name of Notary Public

SIMON L. BERNSTEIN

AMENDED AND RESTATED TRUST AGREEMENT

Prepared by:

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SIMON L. BERNSTEIN

AMENDED AND RESTATED TRUST AGREEMENT

This Amended and Restated Trust Agreement is dated this 25 day of July, 2012, and is between SIMON L. BERNSTEIN, of Palm Beach County, Florida referred to in the first person, as settlor, and SIMON L. BERNSTEIN, of Palm Beach County, Florida and SIMON L. BERNSTEIN's successors, as trustee (referred to as the "***Trustee***," which term more particularly refers to all individuals and entities serving as trustee of a trust created hereunder during the time of such service, whether alone or as co-trustees, and whether originally serving or as a successor trustee).

WHEREAS, on May 20, 2008, I created and funded the SIMON L. BERNSTEIN TRUST AGREEMENT (the "***Trust Agreement,***" which reference includes any subsequent amendments of said trust agreement);

WHEREAS, Paragraph A. of Article I. of said Trust Agreement provides, inter alia, that during my lifetime I shall have the right at any time and from time to time by an instrument, in writing, delivered to the Trustee to amend or revoke said Trust Agreement, in whole or in part.

NOW, THEREFORE, I hereby amend and restate the Trust Agreement in its entirety and the Trustee accepts and agrees to perform its duties and obligations in accordance with the following amended provisions. Notwithstanding any deficiencies in execution or other issues in regard to whether any prior version of this Trust Agreement was a valid and binding agreement or otherwise created an effective trust, this amended and restated agreement shall constitute a valid, binding and effective trust agreement and shall amend and succeed all prior versions described above or otherwise predating this amended and restated Trust Agreement.

ARTICLE I. DURING MY LIFE AND UPON MY DEATH

A. **Rights Reserved**. I reserve the right (a) to add property to this trust during my life or on my death, by my Will or otherwise; (b) to withdraw property held hereunder; and (c) by separate written instrument delivered to the Trustee, to revoke this Agreement in whole or in part and otherwise modify or amend this Agreement.

B. **Payments During My Life**. If income producing property is held in the trust during my life, the Trustee shall pay the net income of the trust to me or as I may direct. However, during any periods while I am Disabled, the Trustee shall pay to me or on my behalf such amounts of the net income and principal of the trust as is proper for my Welfare. Any income not so paid shall be added to principal.

C. **Upon My Death**. Upon my death the Trustee shall collect and add to the trust all amounts due to the trust under any insurance policy on my life or under any death benefit plan and all property added to the trust by my Will or otherwise. After paying or providing for the payment from the augmented trust of all current charges and any amounts payable under the later paragraph captioned "Death Costs," the Trustee shall hold the trust according to the following provisions.

ARTICLE II. AFTER MY DEATH

A. **Disposition of Tangible Personal Property**. If any non-business tangible personal property other than cash (including, but not limited to, my personal effects, jewelry, collections, household furnishings, and equipment, and automobiles) is held in the trust at the time of my death, such items shall be promptly distributed by the Trustee of the trust to such person or persons, including my estate, as to the item or items or proportion specified, as I may appoint, and to the extent that any such items are not disposed of by such appointment, such items shall be disposed of by the Trustee of the trust in exactly the same manner as such items would have been disposed of under the terms and provisions of my Will (including any Codicil thereto, or what the Trustee in good faith believes to be such Will and Codicil) had such items been included in my probate estate. Any such items which are not effectively disposed of pursuant to the preceding sentence shall pass with the other trust assets.

B. **Disposition of Trust Upon My Death**. Upon my death, the remaining assets in this trust shall be divided among and held in separate Trusts for my then living grandchildren. Each of my grandchildren for whom a separate trust is held hereunder shall hereinafter be referred to as a "***beneficiary***" with the separate Trusts to be administered as provided in Subparagraph II.C.

C. **Trusts for Beneficiaries**. The Trustee shall pay to the beneficiary and the beneficiary's children, such amounts of the net income and principal of such beneficiary's trust as is proper for the Welfare of such individuals. Any income not so paid shall be added to principal each year. After a beneficiary has reached any one or more of the following birthdays, the beneficiary may withdraw the principal of his or her separate trust at any time or times, not to exceed in the aggregate 1/3 in value after the beneficiary's 25th birthday, 1/2 in value (after deducting any amount previously subject to withdrawal but not actually withdrawn) after the beneficiary's 30th birthday, and the balance after the beneficiary's 35th birthday, provided that the withdrawal powers described in this sentence shall not apply to any grandchild of mine as beneficiary of a separate trust. The value of each trust shall be its value as of the first exercise of each withdrawal right, plus the value of any subsequent addition as of the date of addition. The right of withdrawal shall be a privilege which may be exercised only voluntarily and shall not include an involuntary exercise. If a beneficiary dies with assets remaining in his or her separate trust, upon the beneficiary's death the beneficiary may appoint his or her trust to or for the benefit of one or more of any of my lineal descendants (excluding from said class, however, such beneficiary and such beneficiary's creditors, estate, and creditors of such beneficiary's estate). Any part of his or her trust such beneficiary does not effectively appoint shall upon his or her death be divided among and held in separate Trusts for the following persons:

1. for his or her lineal descendants then living, *per stirpes*; or

2. if he or she leaves no lineal descendant then living, *per stirpes* for the lineal descendants then living of his or her nearest ancestor (among me and my lineal descendants) with a lineal descendant then living.

A trust for a lineal descendant of mine shall be held under this paragraph, or if a trust is then so held, shall be added to such trust.

D. **Termination of Small Trust**. If at any time after my death in the opinion of the Trustee a separate trust holds assets of a value of less than $50,000.00 and is too small to justify the expense of its retention, and termination of such trust is in the best interests of its current income beneficiary, the Trustee in its discretion may terminate such trust and pay it to said beneficiary.

E. **Contingent Gift**. If at any time property of these Trusts is not disposed of under the other provisions of this Agreement, it shall be paid, as a gift made hereunder, to such persons and in such shares as such property would be distributed if I had then owned such property and had then died solvent, unmarried and intestate domiciled in the State of Florida, according to the laws of inheritance of the State of Florida then in effect.

F. **Protective Provision**. No beneficiary of any trust herein created shall have any right or power to anticipate, transfer, pledge, sell, alienate, assign or encumber in any way his or her interest in the income or principal of such trust. Furthermore, no creditor shall have the right to attach, lien, seize or levy upon the interest of a beneficiary in this trust (other than myself) and such interest shall not be liable for or subject to the debts, liabilities or obligations of any such beneficiary or any claims against such beneficiary (whether voluntarily or involuntarily created), and the Trustee shall pay directly to or for the use or benefit of such beneficiary all income and principal to which such beneficiary is entitled, notwithstanding that such beneficiary has executed a pledge, assignment, encumbrance or in any other manner alienated or transferred his or her beneficial interest in the trust to another. This paragraph shall not preclude the effective exercise of any power of appointment granted herein or the exercise of any disclaimer.

G. **Maximum Duration**. Regardless of anything in this Agreement to the contrary, no trust interest herein created shall continue beyond three hundred sixty (360) years after the date of creation of this Agreement, nor shall any power of appointment be exercised in such manner so as to delay vesting of any trust beyond such period. Immediately prior to the expiration of such period, all such trusts then in existence shall terminate, and the assets thereof shall be distributed outright and in fee to then beneficiaries of the current income and in the proportions in which such persons are the beneficiaries, and if such proportions cannot be ascertained, then equally among such beneficiaries.

ARTICLE III. GENERAL

A. **Disability**. Subject to the following Subparagraph captioned "Subchapter S Stock," while any beneficiary is Disabled, the Trustee shall pay to him or her only such portion of the income to which he or she is otherwise entitled as is proper for his or her Welfare, and any income not so paid shall be added to the principal from which derived. While any beneficiary is Disabled, income or principal payable to him or her may, in the discretion of the Trustee, be paid directly to him or her, without the intervention of a guardian, directly to his or her creditors or others for his or her sole benefit or to an adult person or an eligible institution (including the Trustee) selected by the Trustee as custodian for a minor beneficiary under the Uniform Transfers to Minors Act or similar law. The receipt of such payee is a complete release to the Trustee.

B. **Timing of Income Distributions**. The Trustee shall make required payments of income at least quarterly.

C. **Substance Abuse**.

1. In General. If the Trustee reasonably believes that a beneficiary (other than myself)of any trust:

a. routinely or frequently uses or consumes any illegal substance so as to be physically or psychologically dependent upon that substance, or

b. is clinically dependent upon the use or consumption of alcohol or any other legal drug or chemical substance that is not prescribed by a board certified medical doctor or psychiatrist in a current program of treatment supervised by such doctor or psychiatrist,

and if the Trustee reasonably believes that as a result the beneficiary is unable to care for himself or herself, or is unable to manage his or her financial affairs, all mandatory distributions (including distributions upon termination of the trust) to the beneficiary, all of the beneficiary's withdrawal rights, and all of the beneficiary's rights to participate in decisions concerning the removal and appointment of Trustees will be suspended. In that event, the following provisions of this Subparagraph III.C will apply.

2. Testing. The Trustee may request the beneficiary to submit to one or more examinations (including laboratory tests of bodily fluids) determined to be appropriate by a board certified medical doctor and to consent to full disclosure to the Trustee of the results of all such examinations. The Trustee shall maintain strict confidentiality of those results and shall not disclose those results to any person other than the beneficiary without the prior written permission of the beneficiary. The Trustee may totally or partially suspend all distributions otherwise required or permitted to be made to that beneficiary until the beneficiary consents to the examination and disclosure to the Trustee.

3. Treatment. If, in the opinion of the examining doctor, the examination indicates current or recent use of a drug or substance as described above, the examining doctor will determine an appropriate method of treatment for the beneficiary (for example, counseling or treatment on an

in-patient basis in a rehabilitation facility) that is acceptable to the Trustee. If the beneficiary consents to the treatment, the Trustee shall pay the costs of treatment directly to the provider of those services from the distributions suspended under this Subparagraph III.C.

4. Resumption of Distributions. The Trustee may resume other distributions to the beneficiary (and the beneficiary's other suspended rights will be restored) when, in the case of use or consumption of an illegal substance, examinations indicate no such use for 12 months and, in all cases, when the Trustee in its discretion determines that the beneficiary is able to care for himself or herself and is able to manage his or her financial affairs.

5. Disposition of Suspended Amounts. When other distributions to the beneficiary are resumed, the remaining balance, if any, of distributions that were suspended may be distributed to the beneficiary at that time. If the beneficiary dies before distribution of those suspended amounts, the Trustee shall distribute the balance of the suspended amounts to the persons who would be the alternate takers of that beneficiary's share (or takers through the exercise of a power of appointment) as otherwise provided in this Trust Agreement.

6. Exoneration. No Trustee (or any doctor retained by the Trustee) will be responsible or liable to anyone for a beneficiary's actions or welfare. The Trustee has no duty to inquire whether a beneficiary uses drugs or other substances as described in this Subparagraph III.C. The Trustee (and any doctor retained by the Trustee) is to be indemnified from the trust estate and held harmless from any liability of any nature in exercising its judgment and authority under this Subparagraph III.C, including any failure to request a beneficiary to submit to medical examination, and including a decision to distribute suspended amounts to a beneficiary.

7. Tax Savings Provision. Despite the provisions of this Subparagraph III.C, the Trustee cannot suspend any mandatory distributions or withdrawal rights that are required for that trust to become or remain a Qualified Subchapter S Trust (unless the Trustee elects for the trust to be an Electing Small Business Trust), or to qualify for any federal transfer tax exemption, deduction, or exclusion allowable with respect to that trust.

D. Income on Death of Beneficiary. Subject to the later paragraph captioned "Subchapter S Stock," and except as otherwise explicitly provided herein, upon the death of any beneficiary, all accrued or undistributed income of such deceased beneficiary's trust shall pass with the principal of his or her trust but shall remain income for trust accounting purposes.

E. Definitions. In this Agreement,

1. Children, Lineal Descendants. The terms "***child,***" "***children,***" "***grandchild,***" ***"grandchildren"*** and "***lineal descendant***" mean only persons whose relationship to the ancestor designated is created entirely by or through (a) legitimate births occurring during the marriage of the joint biological parents to each other, (b) children born of female lineal descendants, and (c) children and their lineal descendants arising from surrogate births and/or third party donors when (i) the child is

raised from or near the time of birth by a married couple (other than a same sex married couple) through the pendency of such marriage, (ii) one of such couple is the designated ancestor, and (iii) to the best knowledge of the Trustee both members of such couple participated in the decision to have such child. No such child or lineal descendant loses his or her status as such through adoption by another person. Notwithstanding the foregoing, for all purposes of this Trust and the dispositions made hereunder, my children, TED S. BERNSTEIN, PAMELA B. SIMON, ELIOT BERNSTEIN, JILL IANTONI and LISA S. FRIEDSTEIN, shall be deemed to have predeceased me as I have adequately provided for them during my lifetime.

2. Code. "***Code***" means the Internal Revenue Code of 1986, as amended, and in referring to any particular provision of the Code, includes a reference to any equivalent or successor provision of a successor federal tax law.

3. Disabled. "***Disabled***" or being under "***Disability***" means, as to any applicable individual: (1) being under the age of 21 years, (2) having been adjudicated by a court of competent jurisdiction as mentally or physically incompetent or unable to manage his or her own property or personal affairs (or a substantially similar finding under applicable state or national law), or (3) being unable to properly manage his or her personal or financial affairs, or a trust estate hereunder as to a Trustee hereunder, because of a mental or physical impairment (whether temporary or permanent in nature). A written certificate executed by an individual's attending physician or attending psychiatrist confirming that person's impairment will be sufficient evidence of Disability under item (3) above, and all persons may rely conclusively on such a certificate.

4. Education. The term "***education***" herein means vocational, primary, secondary, preparatory, theological, college and professional education, including post-graduate courses of study, at educational institutions or elsewhere, and expenses relating directly thereto, including tuition, books and supplies, room and board, and travel from and to home during school vacations. It is intended that the Trustee liberally construe and interpret references to "education," so that the beneficiaries entitled to distributions hereunder for education obtain the best possible education commensurate with their abilities and desires.

5. Needs and Welfare Distributions. Payments to be made for a person's ***"Needs"*** means payments necessary for such person's health (including lifetime residential or nursing home care), education, maintenance and support. Payments to be made for a person's ***"Welfare"*** means discretionary payments by the Trustee, from time to time, for such person's Needs and also for such person's advancement in life (including assistance in the purchase of a home or establishment or development of any business or professional enterprise which the Trustee believes to be reasonably sound), happiness and general well-being. However, the Trustee, based upon information reasonably available to it, shall make such payments for a person's Needs or Welfare only to the extent such person's income, and funds available from others obligated to supply funds for such purposes (including, without limitation, pursuant to child support orders and agreements), are insufficient in its opinion for such purposes, and shall take into account such person's accustomed manner of living, age, health, marital status and any other factor it considers important. Income or principal to be paid for a person's Needs or Welfare may be paid to

such individual or applied by the Trustee directly for the benefit of such person. The Trustee may make a distribution or application authorized for a person's Needs or Welfare even if such distribution or application substantially depletes or exhausts such person's trust, without any duty upon the Trustee to retain it for future use or for other persons who might otherwise benefit from such trust.

6. Per Stirpes. In a division "***per stirpes***" each generation shall be represented and counted whether or not it has a living member.

7. Related or Subordinate Party. A "***Related or Subordinate Party***" to a trust describes a beneficiary of the subject trust or a related or subordinate party to a beneficiary of the trust as the terms "related or subordinate party" are defined under Code Section 672(c).

8. Spouse. A person's "***spouse***" includes only a spouse then married to and living as husband and wife with him or her, or a spouse who was married to and living as husband and wife with him or her at his or her death. The following rules apply to each person who is a beneficiary or a permissible appointee under this Trust Agreement and who is married to a descendant of mine. Such a person will cease to be a beneficiary and will be excluded from the class of permissible appointees upon:

a. the legal termination of the marriage to my descendant (whether before or after my death), or

b. the death of my descendant if a dissolution of marriage proceeding was pending when he or she died.

The trust will be administered as if that person had died upon the happening of the terminating event described above.

9. Gender, Number. Where appropriate, words of any gender include all genders and the singular and plural are interchangeable.

F. Powers of Appointment. Property subject to a power of appointment shall be paid to, or retained by the Trustee or paid to any trustee under any will or trust agreement for the benefit of, such one or more permissible appointees, in such amounts and proportions, granting such interests, powers and powers of appointment, and upon such conditions including spendthrift provisions as the holder of such power (i) in the case of a power exercisable upon the death of such holder, appoints in his or her will or in a trust agreement revocable by him or her until his or her death, or (ii) in the case of a power exercisable during the life of such holder, appoints in a written instrument signed by such holder, two witnesses and a notary public, but in either case only if such will, trust agreement, or instrument specifically refers to such power.

G. Limitations on Powers of Trustee. Regardless of anything herein to the contrary, no Trustee shall make or participate in making any distribution of income or principal of a trust to or for the benefit of a beneficiary which would directly or indirectly discharge any legal obligation of such

Trustee or a donor of such trust (as an individual, and other than myself as donor) to support such beneficiary; and no Trustee (other than myself) shall make or participate in making any discretionary distribution of income or principal to or for the benefit of himself or herself other than for his or her Needs, including by reason of a determination to terminate a trust described herein. For example, if a Trustee (other than myself) has the power to distribute income or principal to himself or herself for his or her own Welfare, such Trustee (the "restricted Trustee") shall only have the power to make or participate in making a distribution of income or principal to the restricted Trustee for the restricted Trustee's Needs, although any co-Trustee who is not also a restricted Trustee may make or participate in making a distribution of income or principal to the restricted Trustee for such restricted Trustee's Welfare without the participation or consent of said restricted Trustee.

H. Presumption of Survivorship. If any person shall be required to survive another person in order to take any interest under this Agreement, the former person shall be deemed to have predeceased the latter person, if such persons die under circumstances which make it difficult or impracticable to determine which one died first.

I. Governing Law. This Agreement is governed by the law of the State of Florida.

J. Other Beneficiary Designations. Except as otherwise explicitly and with particularity provided herein, (a) no provision of this trust shall revoke or modify any beneficiary designation of mine made by me and not revoked by me prior to my death under any individual retirement account, other retirement plan or account, or annuity or insurance contract, (b) I hereby reaffirm any such beneficiary designation such that any assets held in such account, plan, or contract shall pass in accordance with such designation, and (c) regardless of anything herein to the contrary, any of such assets which would otherwise pass pursuant to this trust due to the beneficiary designation not having met the requirements for a valid testamentary disposition under applicable law or otherwise shall be paid as a gift made hereunder to the persons and in the manner provided in such designation which is incorporated herein by this reference.

K. Release of Medical Information.

1. Disability of Beneficiary. Upon the written request of a Trustee (with or without the concurrence of co-Trustees) issued to any current income or principal beneficiary (including discretionary beneficiaries and myself if a beneficiary) for whom a determination of Disability is relevant to the administration of a trust hereunder and for whom a Trustee (with or without the concurrence of co-Trustees) desires to make such a determination, such beneficiary shall issue to all Trustees (who shall be identified thereon both by name to the extent known and by class description) a valid authorization under the Health Insurance Portability and Accountability Act of 1996 and any other applicable or successor law authorizing all health care providers and all medical sources of such requested beneficiary to release protected health information of the requested beneficiary to all Trustees that is relevant to the determination of the Disability of the requested beneficiary as Disability is defined hereunder. The period of each such valid authorization shall be for six months (or the earlier death of the requested

beneficiary). If such beneficiary (or his or her legal representative if such beneficiary is a minor or legally disabled) refuses within thirty days of receipt of the request to provide a valid authorization, or at any time revokes an authorization within its term, the Trustee shall treat such beneficiary as Disabled hereunder until such valid authorization is delivered.

2. Disability of Trustee. Upon the request to a Trustee that is an individual by (a) a co-Trustee, or if none, (b) the person or entity next designated to serve as a successor Trustee not under legal incapacity, or if none, (c) any adult current income or principal beneficiary not under legal incapacity, or in any event and at any time (d) a court of competent jurisdiction, such Trustee shall issue to such person and all persons, courts of competent jurisdiction, and entities (who shall be identified thereon both by name to the extent known and by class description), with authority hereunder to determine such requested Trustee's Disability, a valid authorization under the Health Insurance Portability and Accountability Act of 1996 and any other applicable or successor law authorizing all health care providers and all medical sources of such requested Trustee to release protected health information of the requested Trustee to such persons, courts and entities, that is relevant to the determination of the Disability of the requested Trustee as Disability is defined hereunder. The period of each such valid authorization shall be for six months (or the earlier death or resignation of the requested Trustee). If such requested Trustee refuses within thirty days of receipt of the request to deliver a valid authorization, or at any time revokes an authorization within its term, such requested Trustee shall thereupon be treated as having resigned as Trustee hereunder.

3. Ability to Amend or Revoke. The foregoing provisions of this paragraph shall not constitute a restriction on myself to amend or revoke the terms of this trust instrument under paragraph I.A hereof, provided I otherwise have legal capacity to do so.

4. Authorization to Issue Certificate. All required authorizations under this paragraph shall include the power of a physician or psychiatrist to issue a written certificate to the appropriate persons or entities as provided in Subparagraph III.E.3 hereof.

ARTICLE IV. FIDUCIARIES

A. Powers of the Trustee. During my life except while I am Disabled, the Trustee shall exercise all powers provided by law and the following powers, other than the power to retain assets, only with my written approval. While I am Disabled and after my death, the Trustee shall exercise said powers without approval, provided that the Trustee shall exercise all powers in a fiduciary capacity.

1. Investments. To sell or exchange at public or private sale and on credit or otherwise, with or without security, and to lease for any term or perpetually, any property, real and personal, at any time forming a part of the trust estate (the "***estate***"); to grant and exercise options to buy or sell; to invest or reinvest in real or personal property of every kind, description and location; and to receive and retain any such property whether originally a part of any trust herein created or subsequently acquired, even if the Trustee is personally interested in such property, and without liability for any

decline in the value thereof; all without limitation by any statutes or judicial decisions whenever enacted or announced, regulating investments or requiring diversification of investments, it being my intention to give the broadest investment powers and discretion to the Trustee. Any bank, trust company, or other corporate trustee serving hereunder as Trustee is authorized to invest in its own common trust funds.

2. Special Investments. The Trustee is expressly authorized (but not directed) to retain, make, hold, and dispose of investments not regarded as traditional for trusts, including interests or investments in privately held business and investment entities and enterprises, including without limitation stock in closely held corporations, limited partnership interests, joint venture interests, mutual funds, business trust interests, and limited liability company membership interests, notwithstanding (a) any applicable prudent investor rule or variation thereof, (b) common law or statutory diversification requirements (it being my intent that no such duty to diversify shall exist) (c) a lack of current cash flow therefrom, (d) the presence of any risk or speculative elements as compared to other available investments (it being my intent that the Trustee have sole and absolute discretion in determining what constitutes acceptable risk and what constitutes proper investment strategy), (e) lack of a reasonable rate of return, (f) risks to the preservation of principal, (g) violation of a Trustee's duty of impartiality as to different beneficiaries (it being my intent that no such duty exists for this purpose), and (h) similar limitations on investment under this Agreement or under law pertaining to investments that may or should be made by a Trustee (including without limitation the provisions of Fla.Stats. §518.11 and successor provisions thereto that would characterize such investmentsas forbidden, imprudent, improper or unlawful). The Trustee shall not be responsible to any trust created hereunder or the beneficiaries thereof for any loss resulting from any such authorized investment, including without limitation loss engendered by the higher risk element of that particular entity, investment, or enterprise, the failure to invest in more conservative investments, the failure to diversify trust assets, the prudent investor rule or variant thereof. Notwithstanding any provisions for distributions to beneficiaries hereunder, if the Trustee determines that the future potential investment return from any illiquid or closely held investment asset warrants the retention of that investment asset or that sufficient value could not be obtained from the sale or other disposition of an illiquid or closely held investment asset, the Trustee is authorized to retain that asset and if necessary reduce the distributions to beneficiaries due to lack of sufficient liquid or marketable assets. However, the preceding provisions of this Subparagraph shall not be exercised in a manner as to jeopardize the availability of the estate tax marital deduction for assets passing to or held in the a trust for my surviving spouse or that would otherwise qualify for the estate tax marital deduction but for such provisions, shall not override any express powers hereunder of my surviving spouse to demand conversion of unproductive property to productive property, or reduce any income distributions otherwise required hereunder for a trust held for the benefit of my surviving spouse or a "qualified subchapter S trust" as that term is defined in Code Section 1361(d)(3).

3. Distributions. To make any division or distribution pro rata or non-pro rata, in cash or in kind, and to allocate undivided interests in property and dissimilar property (without regard to its tax basis) to different shares.

4. Management. To manage, develop, improve, partition or change the character of an asset or interest in property at any time; and to make ordinary and extraordinary repairs, replacements, alterations and improvements, structural or otherwise.

5. Borrowing. To borrow money from anyone on commercially reasonable terms, including entities owned in whole or in part by the trust, a Trustee, beneficiaries and other persons who may have a direct or indirect interest in a Trust; and to mortgage, margin, encumber and pledge real and personal property of a trust as security for the payment thereof, without incurring any personal liability thereon and to do so for a term within or extending beyond the terms of the trust and to renew, modify or extend existing borrowing on similar or different terms and with the same or different security without incurring any personal liability; and such borrowing from a Trustee may be with or without interest, and may be secured with a lien on trust assets.

6. Lending. To extend, modify or waive the terms of any obligation, bond or mortgage at any time forming a part of a trust and to foreclose any such mortgage; accept a conveyance of encumbered property, and take title to the property securing it by deed in lieu of foreclosure or otherwise and to satisfy or not satisfy the indebtedness securing said property; to protect or redeem any such property from forfeiture for nonpayment of taxes or other lien; generally, to exercise as to such bond, obligation or mortgage all powers that an absolute owner might exercise; and to loan funds to beneficiaries at commercially reasonable rates, terms and conditions.

7. Abandonment of Property. To abandon any property or asset when it is valueless or so encumbered or in such condition that it is of no benefit to a trust. To abstain from the payment of taxes, liens, rents, assessments, or repairs on such property and/or permit such property to be lost by tax sale, foreclosure or other proceeding or by conveyance for nominal or no consideration to anyone including a charity or by escheat to a state; all without personal liability incurred therefor.

8. Real Property Matters. To subdivide, develop or partition real estate; to purchase or sell real property and to enter into contracts to do the same; to dedicate the same to public use; to make or obtain the location of any plats; to adjust boundaries; to adjust differences in valuations on exchange or partition by giving or receiving consideration; and, to grant easements with or without consideration as the fiduciaries may determine; and to demolish any building, structures, walls and improvements, or to erect new buildings, structures, walls and improvements and to insure against fire and other risks; and to protect and conserve, or to lease, or to encumber, or otherwise to manage and dispose of real property to the extent such power is not otherwise granted herein or otherwise restricted herein.

9. Claims. To enforce, compromise, adjust, arbitrate, release or otherwise settle or pay any claims or demands by or against a trust.

10. Business Entities. To deal with any business entity or enterprise even if a Trustee is or may be a fiduciary of or own interests in said business entity or enterprise, whether operated in the form of a corporation, partnership, business trust, limited liability company, joint venture, sole

proprietorship, or other form (all of which business entities and enterprises are referred to herein as "***Business Entities***"). I vest the Trustee with the following powers and authority in regard to Business Entities:

a. To retain and continue to operate a Business Entity for such period as the Trustee deems advisable;

b. To control, direct and manage the Business Entities. In this connection, the Trustee, in its sole discretion, shall determine the manner and extent of its active participation in the operation and may delegate all or any part of its power to supervise and operate to such person or persons as the Trustee may select, including any associate, partner, officer or employee of the Business Entity;

c. To hire and discharge officers and employees, fix their compensation and define their duties; and similarly to employ, compensate and discharge agents, attorneys, consultants, accountants, and such other representatives as the Trustee may deem appropriate; including the right to employ any beneficiary or fiduciary in any of the foregoing capacities;

d. To invest funds in the Business Entities, to pledge other assets of a trust as security for loans made to the Business Entities, and to lend funds from a trust to the Business Entities;

e. To organize one or more Business Entities under the laws of this or any other state or country and to transfer thereto all or any part of the Business Entities or other property of a trust, and to receive in exchange such stocks, bonds, partnership and member interests, and such other securities or interests as the Trustee may deem advisable;

f. To treat Business Entities as separate from a trust. In a Trustee's accounting to any beneficiary, the Trustee shall only be required to report the earnings and condition of the Business Entities in accordance with standard business accounting practice;

g. To retain in Business Entities such net earnings for working capital and other purposes of the Business Entities as the Trustee may deem advisable in conformity with sound business practice;

h. To sell or liquidate all or any part of the Business Entities at such time and price and upon such terms and conditions (including credit) as the Trustee may determine. My Trustee is specifically authorised and empowered to make such sale to any person, including any partner, officer, or employee of the Business Entities, a fiduciary, or to any beneficiary; and

i. To guaranty the obligations of the Business Entities, or pledge assets of a trust to secure such a guaranty.

11. Principal and Income. To allocate items of income or expense between income and principal as permitted or provided by the laws of the State of Florida but without limiting the availability of the estate tax marital deduction, provided, unless otherwise provided in this instrument, the Trustee shall establish out of income and credit to principal reasonable reserves for depreciation, obsolescence and depletion, determined to be equitable and fair in accordance with some recognized reasonable and preferably uncomplicated trust accounting principle and; provided, further that the Trustee shall not be required to provide a rate of return on unproductive property unless otherwise provided in this instrument.

12. Life Insurance. With respect to any life insurance policies constituting an asset of a trust, to pay premiums; to apply dividends in reduction of such premiums; to borrow against the cash values thereof; to convert such policies into other forms of insurance, including paid-up insurance; to exercise any settlement options provided in any such policies; to receive the proceeds of any policy upon its maturity and to administer such proceeds as a part of the principal of the Trust; and in general, to exercise all other options, benefits, rights and privileges under such policies.

13. Continuing Power. To continue to have or exercise, after the termination of a trust, in whole or in part, and until final distribution thereof, all title, power, discretions, rights and duties conferred or imposed upon the Trustee by law or by this Agreement or during the existence of the trust.

14. Exoneration. To provide for the exoneration of the Trustee from any personal liability on account of any arrangement or contract entered into in a fiduciary capacity.

15. Agreements. To comply with, amend, modify or rescind any agreement made during my lifetime, including those regarding the disposition, management or continuation of any closely held unincorporated business, corporation, partnership or joint venture, and including the power to complete contracts to purchase and sell real estate.

16. Voting. To vote and give proxies, with power of substitution to vote, stocks, bonds and other securities, or not to vote a security.

17. Combination of Shares. To hold the several shares of a trust or several Trusts as a common fund, dividing the income proportionately among them, to assign undivided interests to the several shares or Trusts, and to make joint investments of the funds belonging to them. For such purposes and insofar as may be practicable, the Trustee, to the extent that division of the trust estate is directed hereby, may administer the trust estate physically undivided until actual division thereof becomes necessary to make distributions. The Trustee may hold, manage, invest and account for whole or fractional trust shares as a single estate, making the division thereof by appropriate entries in the books of account only, and may allocate to each whole or fractional trust share its proportionate part of all receipts and expenses; provided, however, this carrying of several Trusts as a single estate shall not defer the vesting in possession of any whole or fractional share of a trust for the beneficiaries thereof at the times specified herein.

18. Reimbursement. To reimburse itself from a trust for reasonable expenses incurred in the administration thereof.

19. Reliance Upon Communication. To rely, in acting under a trust, upon any letter, notice, certificate, report, statement, document or other paper, or upon any telephone, telegraph, cable, wireless or radio message, if believed by the Trustee to be genuine, and to be signed, sealed, acknowledged, presented, sent, delivered or given by or on behalf of the proper person, firm or corporation, without incurring liability for any action or inaction based thereon.

20. Assumptions. To assume, in the absence of written notice to the contrary from the person or persons concerned, that a fact or an event, by reason of which an interest or estate under a trust shall commence or terminate, does not exist or has not occurred, without incurring liability for any action or inaction based upon such assumption.

21. Service as Custodian. To serve as successor custodian for any beneficiary of any gifts that I may have made under any Transfer to Minors Act, if at the time of my death no custodian is named in the instrument creating the gift.

22. Removal of Assets. The Trustee may remove from the domiciliary state during the entire duration of a trust or for such lesser period as it may deem advisable, any cash, securities or other property at any time in its hands whether principal or not, and to take and keep the same outside the domiciliary state and at such place or places within or outside the borders of the United States as it may determine, without in any event being chargeable for any loss or depreciation to the trust which may result therefrom.

23. Change of Situs. The situs and/or applicable law of any trust created hereunder may be transferred to such other place as the Trustee may deem to be for the best interests of the trust estate. In so doing, the Trustee may resign and appoint a successor Trustee, but may remove such successor Trustee so appointed and appoint others. Each successor Trustee may delegate any and all fiduciary powers, discretionary and ministerial, to the appointing Trustee as its agent.

24. Fiduciary Outside Domiciliary State. In the event the Trustee shall not be able and willing to act as Trustee with respect to any property located outside the domiciliary state, the Trustee, without order of court, may appoint another individual or corporation (including any employee or agent of any appointing Trustee) to act as Trustee with respect to such property. Such appointed Trustee shall have all of the powers and discretions with respect to such property as are herein given to the appointing Trustee with respect to the remaining trust assets. The appointing Trustee may remove such appointed Trustee and appoint another upon ten (10) days notice in writing. All income from such property, and if such property is sold, exchanged or otherwise disposed of, the proceeds thereof, shall be remitted to the appointing Trustee, to be held and administered by it as Trustee hereunder. Such appointed Trustee may employ the appointing Trustee as agent in the administration of such property. No surety shall be required on the bond of the Trustee or agent acting under the provisions of this

paragraph. No periodic court accounting shall be required of such appointed Trustee, it being my intention to excuse any statutory accounting which may ordinarily be required.

25. Additions. To receive and accept additions to the Trusts in cash or in kind from donors, executors, administrators, Trustee or attorneys in fact, including additions of my property by the Trustee or others as my attorneys in fact.

26. Title and Possession. To have title to and possession of all real or personal property held in the Trusts, and to register or hold title to such property in its own name or in the name of its nominee, without disclosing its fiduciary capacity, or in bearer form.

27. Dealing with Estates. To use principal of the Trusts to make loans to my estate, with or without interest, and to make purchases from my estate.

28. Agents. To employ persons, including attorneys, auditors, investment advisers, and agents, even if they are the Trustee or associated with the Trustee, to advise or assist the Trustee in the performance of its administrative duties and to pay compensation and costs incurred in connection with such employment from the assets of the Trust; to act without independent investigation upon their recommendations; and, instead of acting personally, to employ one or more agents to perform any act of administration, whether or not discretionary.

29. Tax Elections. To file tax returns, and to exercise all tax-related elections and options at its discretion, without compensating adjustments or reimbursements between any of the Trusts or any of the trust accounts or any beneficiaries.

B. **Resignation**. A Trustee may resign with or without cause, by giving no less than 30 days advance written notice, specifying the effective date of such resignation, to its successor Trustee and to the persons required and in the manner provided under Fla.Stats. §§736.0705(1)(a) and 736.0109. As to any required recipient, deficiencies in fulfilling the foregoing resignation requirements may be waived in a writing signed by such recipient. Upon the resignation of a Trustee, such Trustee shall be entitled to reimbursement from the trust for all reasonable expenses incurred in the settlement of accounts and in the transfer of assets to his or her successor.

C. **Appointment of Successor Trustee**.

1. Appointment. Upon a Trustee's resignation, or if a Trustee becomes Disabled or for any reason ceases to serve as Trustee, I may appoint any person or persons as successor Trustee, and in default of such appointment by me, ROBERT L. SPALLINA and DONALD R. TESCHER shall serve together as successor co-Trustees, or either of them alone as Trustee if either of them is unable to serve. Notwithstanding the foregoing, if a named Trustee is not a U.S. citizen or resident at the time of commencement of his term as Trustee, such Trustee should give due consideration to declining to serve to avoid potential adverse U.S. income tax consequences by reason of the characterization of a trust

hereunder as a foreign trust under the Code, but shall not be construed to have any duty to so decline if such Trustee desires to serve.

2. Specific Trusts. Notwithstanding the preceding provisions of this Subparagraph IV.C, subsequent to my death I specifically appoint the following person or persons as Trustee of the following Trusts under the following described circumstances provided that the foregoing appointments shall apply when and to the extent that no effective appointment is made below:

a. Trustee of Separate Trusts for My Grandchildren. Each grandchild of mine shall serve as co-Trustee with the immediate parent of such grandchild which parent is also a child of mine as to all separate trusts under which such grandchild is the sole current mandatory or discretionary income beneficiary upon attaining the age of twenty-five (25) years, and shall serve as sole Trustee of such trusts upon attaining the age of thirty-five (35) years. While serving alone as Trustee, a grandchild of mine may designate a co-Trustee that is not a Related or Subordinate Party to serve with such grandchild and such grandchild may remove and/or replace such co-Trustee with another that is not a Related or Subordinate Party from time to time.

b. Trustee of Separate Trusts for My Lineal Descendants Other Than My Grandchildren. In regard to a separate trust held for a lineal descendant of mine other than a grandchild of mine which lineal descendant is the sole current mandatory or discretionary income beneficiary, each such lineal descendant shall serve as co-Trustee, or sole Trustee if the preceding described Trustees cease or are unable to serve or to continue to serve, of his or her separate trust upon attaining age twenty-five (25) years. While serving alone as Trustee, a lineal descendant of mine other than a grandchild of mine may designate a co-Trustee to serve with such lineal descendant and such lineal descendant may remove and/or replace such co-Trustee with another from time to time.

3. Successor Trustees Not Provided For. Whenever a successor Trustee or co-Trustee is required and no successor or other functioning mechanism for succession is provided for under the terms of this Trust Agreement , the last serving Trustee or the last person or entity designated to serve as Trustee of the applicable trust may appoint his or her successor, and if none is so appointed, the following persons shall appoint a successor Trustee (who may be one of the persons making the appointment):

a. The remaining Trustees, if any; otherwise,

b. A majority of the permissible current mandatory or discretionary income beneficiaries, including the natural or legal guardians of any beneficiaries who are Disabled.

A successor Trustee appointed under this subparagraph shall not be a Related or Subordinate Party of the trust. The appointment will be by a written document executed by such person in the presence of two witnesses and acknowledged before a notary public delivered to the appointed Trustee and to me if I am living and not Disabled or in a valid last Will. Notwithstanding the foregoing, a designation under this Subparagraph of a successor trustee to a corporate or entity trustee shall be limited to a corporate or

entity trustee authorized to serve as such under Florida law with assets under trust management of no less than one billion dollars.

4. Power to Remove Trustee. Subsequent to my death, the age 35 or older permissible current mandatory or discretionary income beneficiaries from time to time of any trust established hereunder shall have the power to unanimously remove a Trustee of such trust at any time with or without cause, other than a named Trustee or successor Trustee designated hereunder, or a Trustee appointed by me during my lifetime or under my Will or otherwise at the time of my death, with the successor Trustee to be determined in accordance with the foregoing provisions.

D. Method of Appointment of Trustee. Any such appointment of a successor Trustee by a person shall be made in a written instrument executed by such person in the presence of two witnesses and acknowledged before a notary public which is delivered to such appointed Trustee during the lifetime of the person making such appointment, or any such appointment of a successor Trustee by a person may be made under the last Will of such person.

E. Limitations on Removal and Replacement Power. Any power to remove and/or replace a trustee hereunder that is granted to an individual (including such power when reserved to me) is personal to that individual and may not be exercised by a guardian, power of attorney holder, or other legal representative or agent.

F. Successor Fiduciaries. No Trustee is responsible for, nor has any duty to inquire into, the administration, acts or omissions of any executor, administrator, Personal Representative, or trustee or attorney-in-fact adding property to these Trusts, or of any predecessor Trustee. Each successor Trustee has all the powers, privileges, immunities, rights and title (without the execution of any instrument of transfer or any other act by any retiring Trustee) and all the duties of all predecessors.

G. Liability and Indemnification of Trustee.

1. Liability in General. No individual Trustee (that is, a Trustee that is not a corporation or other entity) shall be liable for any of his or her actions or failures to act as Trustee, even if the individual Trustee is found by a court to have been negligent or in breach of fiduciary duty, except for liability caused by his or her actions or failures to act done in bad faith or with reckless indifference to the purposes of the trust or the interests of the beneficiaries. Each Trustee that is a corporation or other entity will be liable for its actions or failures to act that are negligent or that breach its fiduciary duty, without contribution by any individual Trustee.

2. Indemnification of Trustee. Except in regard to liabilities imposed on a Trustee under Subparagraph IV.G.1, each Trustee shall be held harmless and indemnified from the assets of the trust for any liability, damages, attorney's fees, expenses, and costs incurred as a result of its service as Trustee. A Trustee who ceases to serve for any reason will be entitled to receive reasonable security from the assets of the trust to protect it from liability, and may enforce these provisions for indemnification against the current Trustee or against any assets held in the trust, or if the former Trustee is an individual

and not a corporation or other entity, against any beneficiary to the extent of distributions received by that beneficiary. This indemnification right extends to the estate, personal representatives, legal successors and assigns of a Trustee.

3. Indemnification of Trustee - Additional Provisions. I recognize that if a beneficiary accuses a Trustee of wrongdoing or breach of fiduciary duty, the Trustee may have a conflict of interest that ordinarily would prevent it from paying legal fees and costs from the trust estate to defend itself. I do not want to put a financial burden on any individual named to serve as a Trustee. Just as important, I do not want an individual who has been selected to serve as a Trustee to be reluctant to accept the position, or while serving to be intimidated in the performance of the Trustee's duties because of the threats of lawsuits that might force the Trustee to pay fees and costs from the Trustee's personal resources. For this reason, I deliberately and intentionally waive any such conflict of interest with respect to any individual serving as Trustee so that he or she can hire counsel to defend himself or herself against allegations of wrongdoing or if sued for any reason (whether by a beneficiary or by someone else) and pay all fees and costs for his or her defense from the trust estate until the dispute is resolved. I understand and agree that a court may award, disallow or allocate fees and costs in whole or in part after the dispute is resolved, as provided by law. The Trustee will account for all such fees and costs paid by it as provided by law. This provision shall not apply to any Trustee that is a corporation or other entity.

H. Compensation, Bond. Each Trustee is entitled to be paid reasonable compensation for services rendered in the administration of the trust. Reasonable compensation for a non-individual Trustee will be its published fee schedule in effect when its services are rendered unless otherwise agreed in writing, and except as follows. Any fees paid to a non-individual Trustee for making principal distributions, for termination of the trust, and upon termination of its services must be based solely on the value of its services rendered, not on the value of the trust principal. During my lifetime the Trustee's fees are to be charged wholly against income (to the extent sufficient), unless directed otherwise by me in writing. Each Trustee shall serve without bond.

I. Maintenance of Records. The Trustee shall maintain accurate accounts and records. It shall render annual statements of the receipts and disbursements of income and principal of a trust upon the written request of any adult vested beneficiary of such trust or the guardian of the person of any vested beneficiary and the approval of such beneficiary shall be binding upon all persons then or thereafter interested in such trust as to the matters and transactions shown on such statement. The Trustee may at any time apply for a judicial settlement of any account. No Trustee shall be required to file any statutory or other periodic accountings of the administration of a trust.

J. Interested Trustee. The Trustee may act under this Agreement even if interested in these Trusts in an individual capacity, as a fiduciary of another trust or estate (including my estate) or in any other capacity. The Trustee may in good faith enter into a sale, encumbrance, or other transaction involving the investment or management of trust property for the Trustee's own personal account or which is otherwise affected by a conflict between the Trustee's fiduciary and personal interests, without liability and without being voidable by a beneficiary. The Trustee is specifically authorized to make loans to, to receive loans from, or to sell, purchase or exchange assets in a transaction with (i) the

Trustee's spouse, (ii) the Trustee's children or grandchildren, siblings, parents, or spouses of such persons, (iii) an officer, director, employee, agent, or attorney of the Trustee, or (iv) a corporation, partnership, limited liability company, or other business entity in which the Trustee has a financial interest, provided that in any transaction the trusts hereunder receive fair and adequate consideration in money or money's worth. The Trustee may renounce any interest or expectancy of a trust in, or an opportunity to participate in, specified business opportunities or specified classes or categories of business opportunities that are presented to the Trustee. Such renunciation shall not prohibit the Trustee from participating in the Trustee's individual capacity in such opportunity or expectancy.

K. **Third Parties**. No one dealing with the Trustee need inquire into its authority or its application of property.

L. **Merger of Trusts**. If the Trustee is also trustee of a trust established by myself or another person by will or trust agreement, the beneficiaries to whom income and principal may then be paid and then operative terms of which are substantially the same as those of a trust held under this Agreement, the Trustee in its discretion may merge either such trust into the other trust. The Trustee, in exercising its discretion, shall consider economy of administration, convenience to the beneficiaries, tax consequences and any other factor it considers important. If it is later necessary to reestablish the merged trust as separate trusts, it shall be divided proportionately to the value of each trust at the time of merger.

M. **Multiple Trustees**. If two Trustees are serving at any time, any power or discretion of the Trustees may be exercised only by their joint agreement. Either Trustee may delegate to the other Trustee the authority to act on behalf of both Trustees and to exercise any power held by the Trustees. If more than two Trustees are serving at any time, and unless unanimous agreement is specifically required by the terms of this Trust Agreement, any power or discretion of the Trustees may be exercised only by a majority. The Trustees may delegate to any one or more of themselves the authority to act on behalf of all the Trustees and to exercise any power held by the Trustees. Trustees who consent to the delegation of authority to other Trustees will be liable for the consequences of the actions of those other Trustees as if the consenting Trustees had joined the other Trustees in performing those actions. A dissenting Trustee who did not consent to the delegation of authority to another Trustee and who has not joined in the exercise of a power or discretion cannot be held liable for the consequences of the exercise. A dissenting Trustee who joins only at the direction of the majority will not be liable for the consequences of the exercise if the dissent is expressed in writing delivered to any of the other Trustees before the exercise of that power or discretion.

ARTICLE V. ADDITIONAL TAX AND RELATED MATTERS

A. **GST Trusts**. I direct (a) that the Trustee shall divide any trust to which there is allocated any GST exemption into two separate Trusts (each subject to the provisions hereof) so that the generation-skipping tax inclusion ratio of one such trust is zero, (b) any property exempt from generation-skipping taxation shall be divided as otherwise provided herein and held for the same persons

designated in Trusts separate from any property then also so divided which is not exempt from generation-skipping taxation, and (c) if upon the death of a beneficiary a taxable termination would otherwise occur with respect to any property held in trust for him or her with an inclusion ratio greater than zero, such beneficiary shall have with respect only to such property a power to appoint such fractional share thereof which if included in such beneficiary's gross estate for federal estate tax purposes (without allowing any deduction with respect to such share) would not be taxed at the highest federal estate tax rate and such fractional share of such property shall be distributed to such persons including only such beneficiary's estate, spouse, and issue, as such beneficiary may appoint, and any part of a trust such beneficiary does not effectively appoint shall be treated as otherwise provided for disposition upon his or her death, provided, if upon his or her death two or more Trusts for his or her benefit are directed to be divided among and held or distributed for the same persons and the generation-skipping tax inclusion ratio of any such trust is zero, the amount of any other such Trust to which there is allocated any of such beneficiary's GST exemption shall be added to the Trusts with generation-skipping tax inclusion ratios of zero in equal shares. For purposes of funding any pecuniary payment to which there is allocated any GST exemption, such payment shall be satisfied with cash or property which fairly represents appreciation and depreciation (occurring between the valuation date and the date of distribution) in all of the assets from which such distribution could be made, and any pecuniary payment made before a residual transfer of property to which any GST exemption is allocated shall be satisfied with cash or property which fairly represents appreciation and depreciation (occurring between the valuation date and the date of distribution) in all of the assets from which such pecuniary payment could be satisfied and shall be allocated a pro rata share of income earned by all such assets between the valuation date and the date of payment. Except as otherwise expressly provided herein, the valuation date with respect to any property shall be the date as of which its value is determined for federal estate tax purposes with respect to the transferor thereof, and subject to the foregoing, property distributed in kind in satisfaction of any pecuniary payment shall be selected on the basis of the value of such property on the valuation date. All terms used in this paragraph which are defined or explained in Chapter 13 of the Code or the regulations thereunder shall have the same meaning when used herein. I request (but do not require) that if two or more Trusts are held hereunder for any person, no principal be paid to such person from the Trusts with the lower inclusion ratios for generation-skipping tax purposes unless the trust with the highest inclusion ratio has been exhausted by use, consumption, distribution or otherwise or is not reasonably available. The Trustee is authorized and directed to comply with the provisions of the Treasury Regulations interpreting the generation skipping tax provisions of the Code in severing or combining any trust, creating or combining separate trust shares, allocating GST exemption, or otherwise, as necessary to best accomplish the foregoing allocations, inclusion ratios, combinations, and divisions, including, without limitation, the payment of "appropriate interest" as determined by the Trustee as that term is applied and used in said Regulations.

B. **Individual Retirement Accounts**. In the event that this trust or any trust created under this Agreement is the beneficiary of an Individual retirement account established and maintained under Code Section 408 or a qualified pension, profit sharing or stock bonus plan established and maintained under Code Section 401 (referred to in this paragraph as "IRA"), the following provisions shall apply to such trust:

1. I intend that the beneficiaries of such trust shall be beneficiaries within the meaning of Code Section 401(a)(9) and the Treasury Regulations thereunder. All provisions of such trust shall be construed consistent with such intent. Accordingly, the following provisions shall apply to such trust:

a. No benefits from any IRA may be used or applied for the payment of any debts, taxes or other claims against my estate as set forth in the later paragraph captioned "Taxes", unless other assets of this trust are not available for such payment.

b. In the event that a beneficiary of any trust created under this Agreement has a testamentary general power of appointment or a limited power of appointment over all or any portion of any trust established under this Agreement, and if such trust is the beneficiary of any benefits from any IRA, the beneficiary shall not appoint any part of such trust to a charitable organization or to a lineal descendant of mine (or a spouse of a lineal descendant of mine) who is older than the beneficiary whose life expectancy is being used to calculate distributions from such IRA.

2. The Trustee shall deliver a copy of this Agreement to the custodian of any IRA of which this trust or any trust created under this Agreement is the named beneficiary within the time period prescribed Code Section 401(a)(9) and the Treasury Regulations thereunder, along with such additional items required thereunder. If the custodian of the IRA changes after a copy of this Agreement has been provided pursuant to the preceding sentence, the Trustee shall immediately provide a copy of this Agreement to the new custodian. The Trustee shall request each custodian to complete a receipt of the Agreement and shall attach such receipt to this Agreement. The Trustee shall provide a copy of each amendment of this Agreement to the custodian and shall obtain a receipt of such amendment.

C. Gift Transfers Made From Trust During My Lifetime. I direct that all gift transfers made from the trust during my lifetime be treated for all purposes as if the gift property had been first withdrawn by (or distributed to) me and then transferred by me to the donees involved. Thus, in each instance, even where title to the gift property is transferred directly from the name of the trust (or its nominee) into the name of the donee, such transfer shall be treated for all purposes as first a withdrawal by (or distribution of the property to) me followed by a gift transfer of the property to the donee by me as donor, the Trustee making the actual transfer in my behalf acting as my attorney in fact, this paragraph being, to that extent, a power of attorney from me to the Trustee to make such transfer, which power of attorney shall not be affected by my Disability, incompetence, or incapacity.

D. Gifts. If I am Disabled, I authorize the Trustee to make gifts from trust property during my lifetime for estate planning purposes, or to distribute amounts to my legally appointed guardian or to my attorney-in-fact for those purposes, subject to the following limitations:

1. Recipients. The gifts may be made only to my lineal descendants or to trusts primarily for their benefit, and in aggregate annual amounts to any one such recipient that do not exceed the exclusion amount provided for under Code Section 2503(b).

2. Trustee Limited. When a person eligible to receive gifts is serving as Trustee, the aggregate of all gifts to that person during the calendar year allowable under the preceding subparagraph 1. shall thereafter not exceed the greater of Five Thousand Dollars ($5,000), or five percent (5%) of the aggregate value of the trust estate. However, gifts completed prior to a recipient's commencing to serve as Trustee shall not be affected by this limitation.

3. Charitable Pledges. The Trustee may pay any charitable pledges I made while I was not Disabled (even if not yet due).

E. Death Costs. If upon my death the Trustee hold any United States bonds which may be redeemed at par in payment of federal estate tax, the Trustee shall pay the federal estate tax due because of my death up to the amount of the par value of such bonds and interest accrued thereon at the time of payment. The Trustee shall also pay from the trust all of my following death costs, but if there is an acting executor, administrator or Personal Representative of my estate my Trustee shall pay only such amounts of such costs as such executor, administrator or Personal Representative directs:

1. my debts which are allowed as claims against my estate,

2. my funeral expenses without regard to legal limitations,

3. the expenses of administering my estate,

4. the balance of the estate, inheritance and other death taxes (excluding generation-skipping transfer taxes unless arising from direct skips), and interest and penalties thereon, due because of my death with respect to all property whether or not passing under my Will or this Agreement (other than property over which I have a power of appointment granted to me by another person, and qualified terminable interest property which is not held in a trust that was subject to an election under Code Section 2652(a)(3) at or about the time of its funding) and life insurance proceeds on policies insuring my life which proceeds are not held under this trust or my probate estate at or by reason of my death), and

5. any gifts made in my Will or any Codicil thereto.

The Trustee may make any such payment either to my executor, administrator or Personal Representative or directly to the proper party. The Trustee shall not be reimbursed for any such payment, and is not responsible for the correctness or application of the amounts so paid at the direction of my executor, administrator, or Personal Representative. The Trustee shall not pay any of such death costs with any asset which would not otherwise be included in my gross estate for federal or state estate or inheritance tax purposes, or with any asset which otherwise cannot be so used, such as property received under a limited power of appointment which prohibits such use. Further, no payment of any such death costs shall be charged against or paid from the tangible personal property disposed of pursuant to the prior paragraph captioned "Disposition of Tangible Personal Property."

F. **Subchapter S Stock**. Regardless of anything herein to the contrary, in the event that after my death the principal of a trust includes stock in a corporation for which there is a valid election to be treated under the provisions of Subchapter S of the Code, the income beneficiary of such a trust is a U.S. citizen or U.S. resident for federal income tax purposes, and such trust is not an "electing small business trust" under Code Section 1361(e)(1) in regard to that corporation, the Trustee shall (a) hold such stock as a substantially separate and independent share of such trust within the meaning of Code Section 663(c), which share shall otherwise be subject to all of the terms of this Agreement, (b) distribute all of the income of such share to the one income beneficiary thereof in annual or more frequent installments, (c) upon such beneficiary's death, pay all accrued or undistributed income of such share to the beneficiary's estate, (d) distribute principal from such share during the lifetime of the income beneficiary only to such beneficiary, notwithstanding any powers of appointment granted to any person including the income beneficiary, and (e) otherwise administer such share in a manner that qualifies it as a "qualified Subchapter S trust" as that term is defined in Code Section 1361(d)(3), and shall otherwise manage and administer such share as provided under this Agreement to the extent not inconsistent with the foregoing provisions of this paragraph.

G. **Residence as Homestead**. I reserve the right to reside upon any real property placed in this trust as my permanent residence during my life, it being the intent of this provision to retain for myself the requisite beneficial interest and possessory right in and to such real property to comply with Section 196.041 of the Florida Statutes such that said beneficial interest and possessory right constitute in all respects "equitable title to real estate" as that term is used in Section 6, Article VII of the Constitution of the State of Florida. Notwithstanding anything contained in this trust to the contrary, for purposes of the homestead exemption under the laws of the State of Florida, my interest in any real property in which I reside pursuant to the provisions of this trust shall be deemed to be an interest in real property and not personalty and shall be deemed my homestead.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Amended and Restated Trust Agreement on the date first above written.

SETTLOR and TRUSTEE:

SIMON L. BERNSTEIN

This instrument was signed by SIMON L. BERNSTEIN in our presence, and at the request of and in the presence of SIMON L. BERNSTEIN and each other, we subscribe our names as witnesses on this 25 day of July, 2012:

Print Name: ROBERT L. SPALLINA
Address: 7387 WISTERIA AVENUE
PARKLAND, FL 33076

Print Name: Kimberly Moran
Address: Kimberly Moran
6362 Las Flores Drive
Boca Raton, FL 33433

STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 25 day of July, 2012, by SIMON L. BERNSTEIN.

Signature - Notary Public-State of Florida

Lindsay Baxley

Print, type or stamp name of Notary Public

[Seal with Commission Expiration Date]

NOTARY PUBLIC-STATE OF FLORIDA
Lindsay Baxley
Commission # EE092282
Expires: MAY 10, 2015
BONDED THRU ATLANTIC BONDING CO., INC.

Personally Known _____ or Produced Identification _____

Type of Identification Produced _____

ACCEPTANCE BY
SUCCESSOR TRUSTEE

THE UNDERSIGNED successor Trustee hereby accepts his designation as successor Trustee of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated December 8, 2010 (the "***Trust***") pursuant to Subparagraph IV.C.1. of the Trust, and hereby agrees to administer the Trust in accordance with the terms contained therein, effective as of September 13, 2012.

IN WITNESS WHEREOF, the undersigned has hereunto executed this Acceptance by Successor Trustee on the 15th day of October, 2013.

Signed, Sealed & Delivered
in the presence of:

Print Name: Robin Sparano

Print Name: Alexa Collevechio

TED S. BERNSTEIN

STATE OF FLORIDA
SS
COUNTY OF PALM BEACH

THE FOREGOING was acknowledged before me this 15 day of October, 2013, by TED S. BERNSTEIN.

Signature - Notary Public

Diane DUSTIN
Print, type or stamp name of Notary Public

☑ Personally Known
☐ Produced Identification/Type of Identification Produced _____

DIANE DUSTIN
MY COMMISSION EXPIRES
June 11, 2017
#EE 873369
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Robert Spallina

From: Craig, Janet [Janet.Craig@opco.com]
Sent: Wednesday, August 10, 2011 2:04 PM
To: 'Diana Banks'; Robert Spallina
Cc: Worth, Hunt; Sigalos, Janet; Vereb, Patricia; Roraff, Victoria; Prindle, Christopher R
Subject: RE: Bernstein Tax Information
Attachments: image001.jpg

I understand you just spoke to Hunt, but I have additional information.

The only accounts I have received transfer documents for related to the 50% distributions for Alexandra and Eric. The assets have transferred out on those accounts, and the cash transfer is still pending.

Hunt is working on the termination paperwork for the 10 accounts that are transferring to the new Trustee. Those assets will not transfer until we have signatures from the beneficiaries or their parents, and we have proof that JP Morgan has accepted the trusteeship. I have not received transfer instruction on any of those 10 accounts.

I am also still waiting on the LIC Holdings Inc. K-1. We would like to file the 2010 tax returns prior to the September 15th deadline and need this K-1 to do so.

I hope that's helpful.

Janet Craig, CTFA
Senior Vice President & Compliance Officer
Oppenheimer Trust Company
18 Columbia Turnpike
Florham Park, NJ 07932
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From: Diana Banks [mailto:diana@lifeinsuranceconcepts.com]
Sent: Wednesday, August 10, 2011 1:30 PM
To: Craig, Janet; 'Robert Spallina'
Cc: Worth, Hunt; Sigalos, Janet; Vereb, Patricia; Roraff, Victoria; Prindle, Christopher R
Subject: RE: Bernstein Tax Information

Hi Janet, have the funds been transferred to JP? Thank you

Diana Banks - Vice President of Administration

. . . . . .

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Case: 1:13-cv-03643 Document #: 258-2 Filed: 08/27/16 Page 169 of 1000 PageID #:5609

65-6477112

TED S. BERNSTEIN

FAMILY TRUST

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TED S. BERNSTEIN

FAMILY TRUST

THIS IRREVOCABLE TRUST AGREEMENT is made and entered into this 2nd day of May, 2008, by and between SIMON L. BERNSTEIN, a resident of Palm Beach County, Florida, as grantor, hereinafter referred to in the first person, and SIMON L. BERNSTEIN and SHIRLEY BERNSTEIN as co-trustees (referred to as the ***"Trustee,"*** which term more particularly refers to all individuals and entities serving as trustee of a trust created hereunder during the time of such service, whether alone or as co-trustees, and whether originally serving or as a successor trustee), and ROBERT L. SPALLINA as the independent trustee (referred to as the ***"Independent Trustee,"*** which term more particularly refers to all individuals and entities serving as independent trustee of a trust created hereunder during the time of such service, whether alone or as co-trustees, and whether originally serving or as a successor independent trustee). I have delivered to the Trustee certain property as set forth in the Attachment annexed hereto, receipt of which is hereby acknowledged by the Trustee. Such property, and any additions to such property, shall be held in trust as provided in this Agreement.

ARTICLE I. TRUST ADMINISTRATION

A. **Additions, Substitutions and Trust Irrevocable**. I or any other person may cause additional property to be added hereunder at any time during life or at death by will, insurance or death benefit beneficiary designation or otherwise. I shall have no right or power, either alone or in conjunction with any other person, to alter, amend, revoke or terminate any of the terms of this Agreement in any manner whatever. Unless and until surrendered by me in a writing delivered to the Trustee, I retain the power, to be exercised in an individual and nonfiduciary capacity (*i.e.*, without any fiduciary duty to any beneficiary with respect to its exercise or nonexercise) and without requiring the consent or approval of any person, to from time to time reacquire trust principal by substituting other property of equivalent value for said principal. Notwithstanding the foregoing, said right of substitution shall not apply to any insurance policies on my life owned by this Trust that would cause me to have any incidents of ownership as that term is defined under Section 2042 of the Code and the Regulations thereunder. I shall have the right at any time or times by an instrument, in writing, delivered to the Trustee to relinquish the right of substitution provided for herein.

B. **Rights of Withdrawal**. In any calendar year during my life in which property is contributed to the Trust by gift, each Withdrawal Beneficiary with respect to such contribution, acting personally or through his or her legal or natural guardian or attorney-in-fact, is hereby granted the absolute right, with respect to each such contribution, by written instrument or instruments delivered to the Trustee prior to the termination of such right, to withdraw from the principal of the Trust, from time

to time, an amount having an aggregate value (as of the date or dates of withdrawal) equal to such Withdrawal Beneficiary's Withdrawal Amount with respect to such contribution. Any such right to withdraw shall terminate at the earliest time and then to the extent that any such termination will not result in a taxable gift made by the individual holding the right, provided, no part of any right to withdraw shall terminate less than 60 days after the contribution to the Trust to which such right relates.

1. For purposes of this Subparagraph I.B, a Withdrawal Beneficiary with respect to a contribution to the Trust shall mean each person designated by the contributor to the Trustee in writing contemporaneously with such contribution, provided, in the event the contributor fails to make any such designation with respect to a contribution, my then living lineal descendants and their spouses shall be the Withdrawal Beneficiary with respect to such contribution.

2. For purposes of this Subparagraph I.B, each Withdrawal Beneficiary's Withdrawal Amount with respect to a contribution shall be such amount designated by the contributor to the Trustee in writing contemporaneously with the contributor's designation of such person as a Withdrawal Beneficiary, provided, if the contributor of such contribution fails to designate a Withdrawal Amount with respect to any Withdrawal Beneficiary, then each Withdrawal Beneficiary's Withdrawal Amount with respect to such contribution shall be an amount equal to a fraction (defined below) multiplied by the lesser of (i) the value of such contribution (at the time of such contribution), or (ii) the sum of the amounts of all federal gift tax exclusions then available to the contributor with respect to all Withdrawal Beneficiaries with respect to such contribution. The numerator of said fraction shall be the amount of any federal gift tax exclusion available to such contributor with respect to such Withdrawal Beneficiary (at the time of such contribution) and the denominator shall be the sum of the amounts of all federal gift tax exclusions then available to such contributor with respect to all such Withdrawal Beneficiaries. One-half of a contribution made by a married person shall be treated as a second separate contribution made by his or her spouse, provided, if such married person's spouse is then one of such Withdrawal Beneficiaries, only one-half of the excess of such contribution (at the time of such contribution) over the amount of the federal gift tax exclusion then available to such contributor with respect to his or her spouse shall be so treated.

3. Regardless of anything in this Subparagraph I.B to the contrary, each contributor of a contribution to this Trust shall have the right with respect to such contribution by a written instrument delivered to the Trustee at the time of such contribution (i) to exclude any person who would otherwise have a right of withdrawal from exercising such power; (ii) to increase or decrease the amount subject to any right of withdrawal except that the amount subject to all withdrawal rights shall not exceed the amount of the contribution; and/or (iii) to change the period during which any right of withdrawal may be exercised.

4. The Trustee shall inform any Withdrawal Beneficiary of the existence of such right of withdrawal within ten days after it comes into existence but not later than the last day of the calendar year in which it comes into existence. Any such Withdrawal Beneficiary or his or her guardian may, after receiving such notice at least once, waive further notices by an instrument in writing delivered to the Trustee.

C. Trusts for TED S. BERNSTEIN and my Lineal Descendants. The Trust shall be administered as follows for its beneficiaries:

1. Initial Beneficiary. My son, TED S. BERNSTEIN, shall be the first principal beneficiary of the Trust.

2. Net Income and Principal Distributions.

a. The Trustee shall pay to or apply for the benefit of a principal beneficiary and the lineal descendants of a principal beneficiary dependent on such principal beneficiary for support, so much of the net income and then principal of his or her separate Trust as the Independent Trustee determines in its sole, absolute and unreviewable discretion, provided, however, that while a principal beneficiary is serving as Trustee hereunder, he or she may make distributions to or for the benefit of himself or herself for such beneficiary's Needs without any authorization from the Independent Trustee. Having in mind the extent to which funds will be available for expenditure for the benefit of such beneficiaries, the Independent Trustee is authorized to expend such amounts as it, in its sole, absolute and unreviewable discretion, shall determine to maintain the then current lifestyle of such beneficiaries, including, but not limited to, complete authority to provide for their personal care and comfort in any manner whatsoever. Net income that is not distributed shall be added to principal on an annual basis.

b. The Independent Trustee is specifically authorized in its sole, absolute and unreviewable discretion to acquire, hold and maintain one or more residences (whether held as real property, condominium or cooperative apartment) for the use and benefit of the principal beneficiary and his or her cohabitating spouse and lineal descendants, and to sell or otherwise dispose of such residences when not desired for such use and benefit. The Independent Trustee is authorized to pay all carrying charges of such residences, including, but not limited to, any taxes, assessments and maintenance thereon, and all expenses of the repair, renovation, improvement and operation thereof, including the employment of domestic servants and other expenses incident to the running of a household for the benefit of such beneficiaries.

c. In exercising the discretions conferred in this Subparagraph, the Independent Trustee should give due consideration to the advisability of using the principal beneficiary's own assets and resources in order to reduce the amount of the principal beneficiary's taxable estate, thereby minimizing the amount of the principal beneficiary's future taxes. Further, it is my intent that this Trust be used to enhance the principal beneficiaries' quality of life, including (without limitation) travel, purchase of a home, cultural appreciation and enjoyment (music, arts, etc.), and education. In addition, I would like this Trust to provide a source of funds in the event that a principal beneficiary, through accident or misfortune, does not have sufficient sources of income to provide for his or her own support. I expect my lineal descendants to support themselves independently and to be productive members of their communities and not to become dependent upon distributions from the Trusts to the extent that they lose their ambition and incentive. When a beneficiary is able to be gainfully employed

and is not actively engaged in raising his or her children, the Independent Trustee should give due consideration in exercising its discretion to not using Trust assets to replace the beneficiary's own efforts to work and accumulate financial security. However, it is not my intent to force a parent to work outside the home when he or she has determined that it is important to stay at home to raise a family. In addition, I do not intend that the Independent Trustee place undue emphasis on the amount a beneficiary earns if he or she is actively engaged in a worthwhile pursuit, including working as an unpaid volunteer for charitable purposes. In prioritizing distributions between the principal beneficiary and his or her lineal descendants, it is my intent that my first priority is the principal beneficiary. In addition to the foregoing guidance, I request, but do not require, that my lineal descendants take adequate precautions for the protection of our family's wealth and property from marital discord through the use of prenuptial agreements or other similar planning and devices. I also request, but do not require, that my lineal descendants pursue higher education, to the best of their abilities and individual circumstances. For some descendants this may mean the completion of a college education, the receipt of a masters or a doctorate, or a professional degree, and for others this may mean training in their chosen vocation. It is not my goal that the Independent Trustee reward professional students, nor punish those lineal descendants for whom life or individual circumstances indicate that the pursuit of higher education is not practical or advantageous, but only to encourage my lineal descendants to take full advantage of all educational opportunities open to them and not rush their entry into the workplace. I do not intend by these expressions of intent to bind the Independent Trustee or alter the absolute discretion it has been granted hereunder or create enforceable obligations to any beneficiary, but merely to provide general guidance to the Independent Trustee in the exercise of its discretions.

3. Death of a Principal Beneficiary. If a principal beneficiary dies with assets remaining in his or her separate Trust, upon his or her death he or she may appoint all or part of his or her Trust, in trust, to or for the benefit of one or more of my lineal descendants and their spouses (excluding from said class, however, such principal beneficiary and such principal beneficiary's creditors, estate, and creditors of such principal beneficiary's estate), provided that any such appointment to a surviving spouse of a principal beneficiary shall be limited to a life estate in all or a lesser portion of such principal beneficiary's separate Trust, and such spouse's separate trust shall be administered as provided in Subparagraph I.D. below. Any part of his or her Trust such principal beneficiary does not effectively appoint shall upon his or her death be divided among and held in separate Trusts for the following persons with such persons to become the principal beneficiary thereunder;

a. for his or her lineal descendants then living, *per stirpes*; or

b. if he or she leaves no lineal descendant then living, *per stirpes* for the lineal descendants then living of his or her nearest ancestor (among me and my lineal descendants) with a lineal descendant then living who is also a lineal descendant of my spouse, SHIRLEY BERNSTEIN.

Such separate Trusts shall be administered as provided for trusts under this Subparagraph I.C., or added to Trusts established for such principal beneficiaries that are already in existence under Subparagraph I.C.

D. **Administration of Separate Trust for Spouse**. The Independent Trustee shall pay to the spouse of a principal beneficiary, so much of the net income and principal of his or her separate trust as is proper for such spouse's Needs. Net income that is not distributed shall be added to principal on an annual basis. Upon the death of a spouse of a principal beneficiary, the remaining assets of his or her separate trust shall be divided among and held in separate Trusts for his or her lineal descendants then living, *per stirpes*, who are also lineal descendants of the predeceased principal beneficiary who established this Trust for his or her spouse pursuant to the power of appointment granted to said principal beneficiary under Subparagraph I.C. above. Each lineal descendant for whom a separate trust is established shall become the principal beneficiary of such separate Trusts and such separate trusts shall be administered as provided under Subparagraph I.C., or added to Trusts established for such principal beneficiaries that are already in existence under Subparagraph I.C.

E. **Termination of Small Trust**. If at any time after my death in the opinion of the Trustee a separate Trust holds assets of a value of less than $50,000.00 and is too small to justify the expense of its retention, and termination of such Trust is in the best interests of its current principal beneficiary, the Independent Trustee in its discretion may terminate such Trust and pay it to said principal beneficiary.

F. **Contingent Gift**. If at any time property of a Trust held under this Agreement is not disposed of under the other provisions of this Agreement, it shall be paid, as a gift made hereunder, to such persons and in such shares as such property would be distributed if I had then owned such property and had then died solvent, unmarried and intestate domiciled in the State of Florida, according to the laws of Florida then in effect.

G. **Maximum Duration**. Regardless of anything in this Agreement to the contrary, no trust interest herein created shall continue beyond three hundred sixty (360) years after the date of creation of this Agreement, nor shall any power of appointment be exercised in such manner so as to delay vesting of any trust beyond such period. Immediately prior to the expiration of such period, all such trusts then in existence shall terminate, and the assets thereof shall be distributed outright and in fee to then beneficiaries of the current income and in the proportions in which such persons are the beneficiaries, and if such proportions cannot be ascertained, then equally among such beneficiaries.

ARTICLE II. GENERAL

A. **Disability**. While any beneficiary is Disabled, income or principal payable to him or her may, in the discretion of the Trustee, be paid directly to him or her, without the intervention of a guardian, directly to his or her creditors or others for his or her sole benefit or to an adult person or an eligible institution (including the Trustee) selected by the Trustee as custodian for such a minor beneficiary under the Uniform Transfers to Minors Act or similar law. The receipt by such payee is a complete release to the Trustee.

B. Substance Abuse.

1. In General. If the Independent Trustee reasonably believes that a beneficiary of any trust (which for purposes of this Subparagraph II.B.1 includes the lineal descendants of a principal beneficiary who are eligible to receive distributions from that trust):

a. routinely or frequently uses or consumes any illegal substance so as to be physically or psychologically dependent upon that substance, or

b. is clinically dependent upon the use or consumption of alcohol or any other legal drug or chemical substance that is not prescribed by a board certified medical doctor or psychiatrist in a current program of treatment supervised by such doctor or psychiatrist,

and if the Independent Trustee reasonably believes that as a result the beneficiary is unable to care for himself or herself, or is unable to manage his or her financial affairs, all distributions (including distributions upon termination of the trust) to the beneficiary, all of the beneficiary's withdrawal rights (if any), and all of the beneficiary's rights to participate in decisions concerning the removal and appointment of Trustees and Independent Trustees will be suspended. In that event, the following provisions of this Subparagraph II.B will apply.

2. Testing. The Independent Trustee may request the beneficiary to submit to one or more examinations (including laboratory tests of bodily fluids) determined to be appropriate by a board certified medical doctor and to consent to full disclosure to the Independent Trustee of the results of all such examinations. The Independent Trustee shall maintain strict confidentiality of those results and shall not disclose those results to any person other than the beneficiary without the prior written permission of the beneficiary. The Independent Trustee may totally or partially suspend all distributions otherwise required or permitted to be made to that beneficiary until the beneficiary consents to the examination and disclosure to the Independent Trustee.

3. Treatment. If, in the opinion of the examining doctor, the examination indicates current or recent use of a drug or substance as described above, the examining doctor will determine an appropriate method of treatment for the beneficiary (for example, counseling or treatment on an in-patient basis in a rehabilitation facility) that is acceptable to the Independent Trustee. If the beneficiary consents to the treatment, the Independent Trustee may, in its absolute and unfettered discretion, pay the costs of treatment including directly to the provider of those services.

4. Resumption of Distributions. The Independent Trustee may resume other distributions to the beneficiary (and the beneficiary's other suspended rights will be restored) when, in the case of use or consumption of an illegal substance, examinations indicate no such use for 12 months and, in all cases, when the Independent Trustee in its discretion determines that the beneficiary is able to care for himself or herself and is able to manage his or her financial affairs.

5. Exoneration. No Independent Trustee (nor any doctor retained by the

Independent Trustee) will be responsible or liable to anyone for a beneficiary's actions or welfare. The Independent Trustee has no duty to inquire whether a beneficiary uses drugs or other substances as described in this Subparagraph II.B. The Independent Trustee (and any doctor retained by the Independent Trustee) is to be indemnified from the Trust estate and held harmless from any liability of any nature in exercising its judgment and authority under this Subparagraph II.B, including any failure to request a beneficiary to submit to medical examination, and including a decision to distribute amounts to a beneficiary.

6. Tax Savings Provision. Despite the provisions of this Subparagraph II.B, the Independent Trustee cannot suspend any mandatory distributions or withdrawal rights that are required for that trust to become or remain a Qualified Subchapter S Trust (unless the Independent Trustee elects for the trust to be an Electing Small Business Trust), or to qualify for any federal transfer tax exemption, deduction, or exclusion allowable with respect to that trust.

C. Income on Death of Beneficiary. Subject to the following Subparagraph captioned "Subchapter S Stock," and except as otherwise explicitly provided herein, upon the death of any principal beneficiary, all accrued or undistributed income of such deceased principal beneficiary's Trust shall pass with the principal of his or her Trust but shall remain income for trust accounting purposes.

D. Definitions. In this Agreement,

1. Children, Lineal Descendants. The terms "***child,***" "***children***" and "***lineal descendant***" mean only persons whose relationship to the ancestor designated is created entirely by or through (a) legitimate births occurring during the marriage of the joint biological parents to each other, (b) children and their lineal descendants arising from surrogate births and/or third party donors when (i) the child is raised from birth by a married couple through the pendency of such marriage, (ii) one of such couple is the designated ancestor, and (iii) to the best knowledge of the Trustee both members of such couple participated in the decision to have such child, and (c) lawful adoptions of minors under the age of twelve years. No such child or lineal descendant loses his or her status as such through adoption by another person. Notwithstanding the foregoing, for all purposes of this Trust and the dispositions made hereunder, my children shall only include TED S. BERNSTEIN, PAMELA B. SIMON, ELIOT BERNSTEIN, JILL IANTONI and LISA S. FRIEDSTEIN, and my lineal descendants shall include only said named individuals and their respective lineal descendants.

2. Code. "***Code***" means the Internal Revenue Code of 1986, as amended, and in referring to any particular provision of the Code, includes a reference to any equivalent or successor provision of a successor federal tax law.

3. Disabled. "***Disabled***" or being under "***Disability***" means, as to any applicable individual: (1) being under the age of 21 years, (2) having been adjudicated by a court of competent jurisdiction as mentally or physically incompetent or unable to manage his or her own property or personal affairs (or a substantially similar finding under applicable state or national law), or (3) being unable to properly manage his or her personal or financial affairs, or a trust estate hereunder as to a

Trustee hereunder, because of a mental or physical impairment (whether temporary or permanent in nature). A written certificate executed by an individual's attending physician or attending psychiatrist confirming that person's impairment will be sufficient evidence of Disability under item (3) above, and all persons may rely conclusively on such a certificate.

4. Needs Distributions. Payments to be made for a person's ***"Needs"*** means payments for such person's support, health (including lifetime residential or nursing home care), maintenance and education. However, the Trustee, based upon information reasonably available to it, shall make such payments for a person's Needs only to the extent such person's income, and funds available from others obligated to supply funds for such purposes (including, without limitation, pursuant to child support orders and agreements), are insufficient in its opinion for such purposes, and shall take into account such person's accustomed manner of living, age, health, marital status and any other factor it considers important. Income or principal to be paid for a person's Needs may be paid to such individual or applied by the Trustee directly for the benefit of such person. The Trustee may make a distribution or application authorized for a person's Needs even if such distribution or application substantially depletes or exhausts such person's trust, without any duty upon the Trustee to retain it for future use or for other persons who might otherwise benefit from such trust.

5. Per Stirpes. In a division "***per stirpes***" each generation shall be represented and counted whether or not it has a living member.

6. Related or Subordinate Party. A "***Related or Subordinate Party***" to a trust describes a beneficiary of the subject trust or a related or subordinate party to a beneficiary of the trust as the terms "related or subordinate party" are defined under Code Section 672(c).

7. Spouse. A person's "***spouse***" includes only a spouse then married to and living as husband and wife with him or her, or a spouse who was married to and living as husband and wife with him or her at his or her death. The following rules apply to each person who is a beneficiary or a permissible appointee under this Trust Agreement and who is married to a descendant of mine. Such a person will cease to be a beneficiary and will be excluded from the class of permissible appointees and distribution recipients upon:

a. the legal termination of the marriage to my descendant (whether before or after my death), or

b. the death of my descendant if a dissolution of marriage proceeding was pending when he or she died.

The Trust will be administered as if that person had died upon the happening of the terminating event described above.

8. Gender, Number. Where appropriate, words of any gender include all genders and the singular and plural are interchangeable.

E. **Powers of Appointment**. Property subject to a power of appointment shall be paid to, or retained by the Trustee or paid to any trustee under any will or trust agreement for the benefit of, such one or more permissible appointees, in such amounts and proportions, granting such interests, powers and powers of appointment, and upon such conditions including spendthrift provisions as the holder of such power (i) in the case of a power exercisable upon the death of such holder, appoints in his or her will or in a trust agreement revocable by him or her until his or her death, or (ii) in the case of a power exercisable during the life of such holder, appoints in a written instrument signed by such holder, two witnesses and a notary public, but in either case only if such will, trust agreement, or instrument specifically refers to such power.

F. **Limitations on Powers of Trustee**. Regardless of anything herein to the contrary, no Trustee shall make or participate in making any distribution of income or principal of a trust to or for the benefit of a beneficiary which would directly or indirectly discharge any legal obligation of such Trustee or a donor of such trust (as an individual) to support such beneficiary; and no Trustee shall make or participate in making any discretionary distribution of income or principal to or for the benefit of himself or herself other than for his or her Needs, including by reason of a determination to terminate a trust described herein.

G. **Presumption of Survivorship**. If any person shall be required to survive another person in order to take any interest under this Agreement, the former person shall be deemed to have predeceased the latter person, if such persons die under circumstances which make it difficult or impracticable to determine which one died first.

H. **Protective Provision**. No beneficiary of any Trust herein created shall have any right or power to anticipate, transfer, pledge, sell, alienate, assign or encumber in any way his or her interest in the income or principal of such trust. Furthermore, no creditor shall have the right to attach, lien, seize or levy upon the interest of the beneficiary in this Trust and such interest shall not be liable for or subject to the debts, liabilities or obligations of any such beneficiary or any claims against such beneficiary (whether voluntarily or involuntarily created), and the Trustee shall pay directly to or for the use or benefit of such beneficiary all income and principal to which such beneficiary is entitled, notwithstanding that such beneficiary has executed a pledge, assignment, encumbrance or in any other manner alienated or transferred his or her beneficial interest in the Trust to another. This paragraph shall not preclude the effective exercise of any power of appointment granted herein or the exercise of any disclaimer.

I. **Governing Law**. This Agreement is governed by the law of the State of Florida.

J. **Mandatory Notice Required by Florida Law.** The trustee of a trust may have duties and responsibilities in addition to those described in the instrument creating the trust. If you have questions, you should obtain legal advice.

K. Release of Medical Information.

1. Disability of Beneficiary. Upon the written request of the Independent Trustee (with or without the concurrence of co-Trustees) issued to any current income or principal beneficiary (including discretionary beneficiaries) for whom a determination of Disability is relevant to the administration of a trust hereunder and for whom a Trustee (with or without the concurrence of co-Trustees) desires to make such a determination, such beneficiary shall issue to all Trustees including Independent Trustees (who shall be identified thereon both by name to the extent known and by class description) a valid authorization under the Health Insurance Portability and Accountability Act of 1996 and any other applicable or successor law authorizing all health care providers and all medical sources of such requested beneficiary to release protected health information of the requested beneficiary to all such Trustees that is relevant to the determination of the Disability of the requested beneficiary as Disability is defined hereunder. The period of each such valid authorization shall be for six months (or the earlier death of the requested beneficiary). If such beneficiary (or his or her legal representative if such beneficiary is a minor or legally disabled) refuses within thirty days of receipt of the request to provide a valid authorization, or at any time revokes an authorization within its term, the Trustee shall treat such beneficiary as Disabled hereunder until such valid authorization is delivered.

2. Disability of Trustee. Upon the request to a Trustee, including myself and an Independent Trustee, that is an individual by (a) a co-Trustee, or if none, (b) the person or entity next designated to serve as a successor Trustee not under legal incapacity, or if none, (c) any adult current income or principal beneficiary not under legal incapacity, or in any event and at any time (d) a court of competent jurisdiction, such Trustee shall issue to such person and all persons, courts of competent jurisdiction, and entities (who shall be identified thereon both by name to the extent known and by class description), with authority hereunder to determine such requested Trustee's Disability, a valid authorization under the Health Insurance Portability and Accountability Act of 1996 and any other applicable or successor law authorizing all health care providers and all medical sources of such requested Trustee to release protected health information of the requested Trustee to such persons, courts and entities, that is relevant to the determination of the Disability of the requested Trustee as Disability is defined hereunder. The period of each such valid authorization shall be for six months (or the earlier death or resignation of the requested Trustee). If such requested Trustee refuses within thirty days of receipt of the request to deliver a valid authorization, or at any time revokes an authorization within its term, such requested Trustee shall thereupon be treated as having resigned as Trustee hereunder.

3. Authorization to Issue Certificate. All required authorizations under this paragraph shall include the power of a physician or psychiatrist to issue a written certificate to the appropriate persons or entities as provided in paragraph II.D.3 hereof.

ARTICLE III. FIDUCIARIES

A. Powers of the Trustee. The Trustee has the powers now or hereafter provided by law and the following powers exercisable without court approval, provided, however, that the Trustee shall

exercise all powers in a fiduciary capacity:

1. Investments. To sell or exchange at public or private sale and on credit or otherwise, with or without security, and to lease for any term or perpetually, any property, real and personal, at any time forming a part of the trust estate (the ***"estate"***); to grant and exercise options to buy or sell; to make purchases from my estate, any trust established by me during my lifetime, for full and adequate consideration and to make loans to my estate for adequate and reasonable interest and security, and the Trustee is expressly authorized to purchase stock and securities for adequate and full consideration owned by my estate, any trust established by me during my lifetime, whether such stock and securities are issued by closely held corporations or publicly traded corporations; to invest or reinvest in real or personal property of every kind, description and location; and to receive and retain any such property whether originally a part of any trust herein created or subsequently acquired, even if the Trustee is personally interested in such property, and without liability for any decline in the value thereof; all without limitation by any statutes or judicial decisions whenever enacted or announced, regulating investments or requiring diversification of investments, it being my intention to give the broadest investment powers and discretion to the Trustee. Any bank, trust company, or other corporate trustee serving hereunder as Trustee is authorized to invest in its own common trust funds.

2. Special Investments. The Trustee is expressly authorized (but not directed) to retain, make, hold, and dispose of investments not regarded as traditional for trusts, including interests or investments in privately held business and investment entities and enterprises, including without limitation stock in closely held corporations, limited partnership interests, joint venture interests, mutual funds, business trust interests, and limited liability company membership interests, notwithstanding (a) any applicable prudent investor rule or variation thereof, (b) common law or statutory diversification requirements (it being my intent that no such duty to diversify shall exist) (c) a lack of current cash flow therefrom, (d) the presence of any risk or speculative elements as compared to other available investments (it being my intent that the Trustee have sole and absolute discretion in determining what constitutes acceptable risk and what constitutes proper investment strategy), (e) lack of a reasonable rate of return, (f) risks to the preservation of principal, (g) violation of a Trustee's duty of impartiality as to different beneficiaries (it being my intent that no such duty exists for this purpose), and (h) similar limitations on investment under this Agreement or under law pertaining to investments that may or should be made by a Trustee (including without limitation the provisions of Fla.Stats. §518.11 and successor provisions thereto that would characterize such investments as forbidden, imprudent, improper or unlawful). The Trustee shall not be responsible to any trust created hereunder or the beneficiaries thereof for any loss resulting from any such authorized investment, including without limitation loss engendered by the higher risk element of that particular entity, investment, or enterprise, the failure to invest in more conservative investments, the failure to diversify trust assets, the prudent investor rule or variant thereof. Notwithstanding any provisions for distributions to beneficiaries hereunder, if the Trustee determines that the future potential investment return from any illiquid or closely held investment asset warrants the retention of that investment asset or that sufficient value could not be obtained from the sale or other disposition of an illiquid or closely held investment asset, the Trustee is authorized to retain that asset and if necessary reduce the distributions to beneficiaries due to lack of sufficient liquid or marketable assets. However, the preceding provisions of this Subparagraph shall not

reduce any income distributions otherwise required hereunder for a "qualified subchapter S trust" as that term is defined in Code Section 1361(d)(3).

3. Distributions. To make any division or distribution pro rata or non-pro rata, in cash or in kind, and to allocate undivided interests in property and dissimilar property (without regard to its tax basis) to different shares.

4. Management. To manage, develop, improve, partition or change the character of an asset or interest in property at any time; and to make ordinary and extraordinary repairs, replacements, alterations and improvements, structural or otherwise.

5. Borrowing. To borrow money from anyone on commercially reasonable terms, including entities owned in whole or in part by the trust, a Trustee, beneficiaries and other persons who may have a direct or indirect interest in a Trust; and to mortgage, margin, encumber and pledge real and personal property of a trust as security for the payment thereof, without incurring any personal liability thereon and to do so for a term within or extending beyond the terms of the trust and to renew, modify or extend existing borrowing on similar or different terms and with the same or different security without incurring any personal liability; and such borrowing from a Trustee may be with or without interest, and may be secured with a lien on trust assets.

6. Lending. To extend, modify or waive the terms of any obligation, bond or mortgage at any time forming a part of a trust and to foreclose any such mortgage; accept a conveyance of encumbered property, and take title to the property securing it by deed in lieu of foreclosure or otherwise and to satisfy or not satisfy the indebtedness securing said property; to protect or redeem any such property from forfeiture for nonpayment of taxes or other lien; generally, to exercise as to such bond, obligation or mortgage all powers that an absolute owner might exercise; and to loan funds to beneficiaries at commercially reasonable rates, terms and conditions.

7. Abandonment of Property. To abandon any property or asset when it is valueless or so encumbered or in such condition that it is of no benefit to a trust. To abstain from the payment of taxes, liens, rents, assessments, or repairs on such property and/or permit such property to be lost by tax sale, foreclosure or other proceeding or by conveyance for nominal or no consideration to anyone including a charity or by escheat to a state; all without personal liability incurred therefor.

8. Real Property Matters. To subdivide, develop or partition real estate; to purchase or sell real property and to enter into contracts to do the same; to dedicate the same to public use; to make or obtain the location of any plats; to adjust boundaries; to adjust differences in valuations on exchange or partition by giving or receiving consideration; and, to grant easements with or without consideration as the Trustee may determine; and to demolish any building, structures, walls and improvements, or to erect new buildings, structures, walls and improvements and to insure against fire and other risks; and to protect and conserve, or to lease, or to encumber, or otherwise to manage and dispose of the real property to the extent such power is not otherwise granted herein or otherwise restricted herein.

9. Claims. To enforce, compromise, adjust, arbitrate, release or otherwise settle or pay any claims or demands by or against a trust.

10. Business Entities. To deal with any business entity or enterprise even if a Trustee is or may be a fiduciary of or own interests in said business entity or enterprise, whether operated in the form of a corporation, partnership, business trust, limited liability company, joint venture, sole proprietorship, or other form (all of which business entities and enterprises are referred to herein as "***Business Entities***"). I vest the Trustee with the following powers and authority in regard to Business Entities:

a. To retain and continue to operate a Business Entity for such period as the Trustee deems advisable;

b. To control, direct and manage the Business Entities. In this connection, the Trustee, in its sole discretion, shall determine the manner and extent of its active participation in the operation and may delegate all or any part of its power to supervise and operate to such person or persons as the Trustee may select, including any associate, partner, officer or employee of the Business Entity;

c. To hire and discharge officers and employees, fix their compensation and define their duties; and similarly to employ, compensate and discharge agents, attorneys, consultants, accountants, and such other representatives as the Trustee may deem appropriate; including the right to employ any beneficiary or fiduciary in any of the foregoing capacities;

d. To invest funds in the Business Entities, to pledge other assets of a trust as security for loans made to the Business Entities, and to lend funds from a trust to the Business Entities;

e. To organize one or more Business Entities under the laws of this or any other state or country and to transfer thereto all or any part of the Business Entities or other property of a trust, and to receive in exchange such stocks, bonds, partnership and member interests, and such other securities or interests as the Trustee may deem advisable;

f. To treat Business Entities as separate from a trust. In a Trustee's accounting to any beneficiary, the Trustee shall only be required to report the earnings and condition of the Business Entities in accordance with standard business accounting practice;

g. To retain in Business Entities such net earnings for working capital and other purposes of the Business Entities as the Trustee may deem advisable in conformity with sound business practice;

h. To sell or liquidate all or any part of the Business Entities at such time and price and upon such terms and conditions (including credit) as the Trustee may determine. My Trustee is specifically authorised and empowered to make such sale to any person, including any partner, officer,

or employee of the Business Entities, a fiduciary, or to any beneficiary; and

i. To guaranty the obligations of the Business Entities, or pledge assets of a trust to secure such a guaranty.

11. Principal and Income. To allocate items of income or expense between income and principal as permitted or provided by the laws of the State of Florida, provided, unless otherwise provided in this instrument, the Trustee shall establish out of income and credit to principal reasonable reserves for depreciation, obsolescence and depletion, determined to be equitable and fair in accordance with some recognized reasonable and preferably uncomplicated trust accounting principle and; provided, further that the Trustee shall not be required to provide a rate of return on unproductive property unless otherwise provided in this instrument.

12. Life Insurance. The Trustee (or the Independent Trustee if I am serving as Trustee or if a Related or Subordinate Party is serving as Trustee) is authorized to purchase one or more life insurance policies on my life, the life of any beneficiary described herein, or any spouse or lineal ascendant or lineal descendant of myself or such beneficiaries. The following provisions shall apply with respect to any insurance policies constituting an asset of any trust herein created:

a. General Powers. The Trustee shall have the power to pay premiums; to apply dividends in reduction of such premiums; to borrow against the cash values thereof; to convert such policies into other forms of insurance, including paid-up insurance; to exercise any settlement options provided in any such policies; to receive the proceeds of any policy upon its maturity and to administer such proceeds as part of the principal of the trust; and in general, to exercise all other options, benefits, rights and privileges under such policies; provided, however, no Trustee other than a sole Trustee may exercise any incidents of ownership with respect to policies of insurance insuring the Trustee's own life.

b. Payment of Premiums. The Trustee shall be under no obligation to pay the premiums which may become due and payable under the provisions of any policy of insurance subject to this trust, or to make certain that such premiums are paid by myself or any other person, or to notify any persons of the nonpayment of such premiums, and it shall be under no responsibility or liability of any kind in case such premiums are not paid, except that it shall apply any dividends received by it on such policy to the payment of premiums thereon. Upon notice at any time during the continuance of this trust that the premiums due upon such policies are in default, or that premiums to become due will not be paid, either by myself or by any other person, the Trustee, within its sole discretion, may apply any cash values attributable to such policy to the purchase of paid-up insurance or of extended term insurance, or may borrow upon such policy for the payment of premiums due thereon or may accept the cash values of such policy upon its forfeiture. If facts shall occur, under the terms of the policy which shall enable a waiver of the payment of future premiums, the Trustee, upon receipt of written notice of such facts, shall promptly notify the insurance company which has issued such policy, and shall take any and all steps necessary to make such waiver of premium provision effective.

c. Collection of Proceeds. Upon the death of an insured the proceeds of the insurance policies insuring that life which are then subject to this trust shall be collected by the Trustee. The Trustee shall have full authority to take any action with regard to the collection that it deems best and to pay any expenses thereof out of the trust estate. However, it shall not be required to enter into or maintain any litigation to enforce payment of such policies until it shall have been indemnified to its satisfaction against all expenses and liabilities to which it might, in its judgment, be subjected by any such action on its part. The Trustee shall have full authority to make any compromise or settlement with respect to any such policies and to give to all insurance companies the necessary and proper releases and acquittances in full discharge of all their liabilities under such policies. Only the net proceeds of insurance policies subject to this trust shall be collected by the Trustee.

d. Liability of Insurance Company. No insurance company, whose policies shall be subject to this trust and who shall make payment of the proceeds thereof to the Trustee, shall be required to inquire into or take notice of any of the terms or conditions of this trust or to see to the application or disposition of the proceeds of such policies. The receipt of the Trustee to any such insurance company shall be effectual to release and discharge it for any payment so made and shall be binding upon every beneficiary of the trusts herein created.

13. Continuing Power. To continue to have or exercise, after the termination of a trust, in whole or in part, and until final distribution thereof, all title, power, discretions, rights and duties conferred or imposed upon the Trustee by law or by this Agreement or during the existence of the trust.

14. Exoneration. To provide for the exoneration of the Trustee from any personal liability on account of any arrangement or contract entered into in a fiduciary capacity.

15. Agreements. To comply with, amend, modify or rescind any agreement made during my lifetime, including those regarding the disposition, management or continuation of any closely held unincorporated business, corporation, partnership or joint venture, and including the power to complete contracts to purchase and sell real estate.

16. Voting. To vote and give proxies, with power of substitution to vote, stocks, bonds and other securities, or not to vote a security.

17. Combination of Shares. To hold the several shares of a trust or several Trusts as a common fund, dividing the income proportionately among them, to assign undivided interests to the several shares or Trusts, and to make joint investments of the funds belonging to them. For such purposes and insofar as may be practicable, the Trustee, to the extent that division of the trust estate is directed hereby, may administer the trust estate physically undivided until actual division thereof becomes necessary to make distributions. The Trustee may hold, manage, invest and account for whole or fractional trust shares as a single estate, making the division thereof by appropriate entries in the books of account only, and may allocate to each whole or fractional trust share its proportionate part of all receipts and expenses; provided, however, this carrying of several Trusts as a single estate shall not defer the vesting in possession of any whole or fractional share of a trust for the beneficiaries thereof at

the times specified herein.

18. Reimbursement. To reimburse itself from a trust for reasonable expenses incurred in the administration thereof.

19. Reliance Upon Communication. To rely, in acting under a trust, upon any letter, notice, certificate, report, statement, document or other paper, or upon any telephone, telegraph, cable, wireless or radio message, if believed by the Trustee to be genuine, and to be signed, sealed, acknowledged, presented, sent, delivered or given by or on behalf of the proper person, firm or corporation, without incurring liability for any action or inaction based thereon.

20. Assumptions. To assume, in the absence of written notice to the contrary from the person or persons concerned, that a fact or an event, by reason of which an interest or estate under a trust shall commence or terminate, does not exist or has not occurred, without incurring liability for any action or inaction based upon such assumption.

21. Removal of Assets. The Trustee may remove from the domiciliary state during the entire duration of a trust or for such lesser period as it may deem advisable, any cash, securities or other property at any time in its hands whether principal or not, and to take and keep the same outside the domiciliary state and at such place or places within or outside the borders of the United States as it may determine, without in any event being chargeable for any loss or depreciation to the trust which may result therefrom.

22. Change of Situs. The situs and/or applicable law of any trust created hereunder may be transferred to such other place as the Trustee may deem to be for the best interests of the trust estate. In so doing, the Trustee may resign and appoint successor Trustees, but may remove such successor Trustees so appointed and appoint others. Each successor Trustee may delegate any and all fiduciary powers, discretionary and ministerial, to the appointing Trustee as its agent.

23. Fiduciary Outside Domiciliary State. In the event no Trustee shall be able and willing to act as Trustee with respect to any property located outside the domiciliary state, the Trustee, without order of court, may appoint another individual or corporation (including any employee or agent of any Trustee) to act as Trustee with respect to such property. Such appointed Trustee shall have all of the powers and discretions with respect to such property as are given to the appointing Trustee with respect to the trust. The appointing Trustee may remove such appointed Trustee and appoint another upon ten (10) days notice in writing. All income from such property, and if such property is sold, exchanged or otherwise disposed of, the proceeds thereof, shall be remitted to the appointing Trustee, to be held and administered by it as Trustee hereunder. Such appointed Trustee may employ the appointing Trustee as agent in the administration of such property. No surety shall be required of any Trustee or agent acting under the provisions of this paragraph. No periodic court or statutory accounting shall be required of such appointed Trustee.

24. Additions. To receive and accept additions to the Trusts in cash or in kind from

donors, Personal Representatives, administrators, Trustees or attorneys in fact, including additions of my property by the Trustee or others as my attorneys in fact.

25. Title and Possession. To have title to and possession of all real or personal property held in the Trusts, and to register or hold title to such property in its own names or in the name of its nominee, without disclosing its fiduciary capacity, or in bearer form.

26. Agents. To employ persons, including attorneys, auditors, investment advisers, and agents, even if they are the Trustee or associated with the Trustee, to advise or assist the Trustee in the performance of its administrative duties and to pay compensation and costs incurred in connection with such employment from the assets of the Trust; to act without independent investigation upon their recommendations; and, instead of acting personally, to employ one or more agents to perform any act of administration, whether or not discretionary.

27. Tax Elections. To file tax returns, and to exercise all tax-related elections and options at its discretion, without compensating adjustments or reimbursements between any of the Trusts or any of the trust accounts or any beneficiaries.

28. Tax Reimbursement. To pay, from time to time in the Independent Trustee's sole and absolute discretion, to me or the Personal Representatives of my estate, on a cumulative basis as may be necessary, such amounts as I or my Personal Representatives shall certify as is necessary to discharge my tax liability (whether federal, state or otherwise) in respect of income realized by the Trust and not distributed to me; provided, however, this authority shall only be exercised by the Independent Trustee hereunder, and I shall not make or participate in making any discretionary distribution pursuant to this Subparagraph. The Independent Trustee shall have no obligation to reimburse me for any income taxes imposed on me by law and paid by me on Trust income or gains.

If I am serving as Trustee hereunder or if a Related or Subordinate Party is serving as Trustee hereunder, any powers and discretions provided under this Subparagraph III.A. to the Trustee that would result in gross estate inclusion of assets of this Trust under Code §§ 2036, 2038, or 2042, or successor provisions thereto, shall not be exercisable by me or such related or subordinate Trustee, and shall be exercisable only by the other Trustees who are not related or subordinate to me, or if none, by the Independent Trustee.

B. Resignation or Removal. The Trustee may resign with or without cause, by giving written notice, specifying the effective date of such resignation to his or her successor Trustee and to the current income beneficiaries, at the time of giving notice. I (or my spouse if she is serving as sole Trustee) reserve the right to remove a Trustee or co-Trustee from office, with or without cause, by giving written notice, specifying the effective date of such resignation to the removed Trustee, to his or her successor Trustee, and to the current income beneficiaries. Upon the resignation or removal of a Trustee, such Trustee shall be entitled to reimbursement from the Trust for all reasonable expenses incurred in the settlement of accounts and in the transfer of assets to his or her successor. For purposes of this Subparagraph, the Trustee shall include the Independent Trustee.

C. **Appointment of Successor Trustee**.

1. Appointment. Upon a Trustee's resignation (including the Independent Trustee), or if a Trustee becomes Disabled or for any reason ceases to serve as Trustee (including the Independent Trustee), I (or my spouse if she is serving as sole Trustee) may appoint any person or persons as successor Trustee, co-Trustee or Independent Trustee, and in the case of the Independent Trustee it shall not be a Related or Subordinate Party, nor a person related or subordinate to me within the meaning of Code Section 672(c), the Treasury Regulations issued thereunder, and successor provisions thereto. Notwithstanding the foregoing, if a named Trustee is not a U.S. citizen or resident at the time of commencement of his term as Trustee, such Trustee should give due consideration to declining to serve to avoid potential adverse U.S. income tax consequences by reason of the characterization of a trust hereunder as a foreign trust under the Code, but shall not be construed to have any duty to so decline if such Trustee desires to serve. There shall always be a Trustee and an Independent Trustee serving hereunder, provided that the same person or entity may serve in both capacities.

2. Specific Trusts. Notwithstanding the preceding provisions of this Subparagraph III.C, subsequent to the death of the survivor of my spouse and me, I specifically appoint the following person or persons as Trustee of the following Trusts:

a. Trustee of Separate Trusts for My Lineal Descendants. With regard to a separate trust held for a lineal descendant of mine hereunder under which such lineal descendant is the principal beneficiary, each such lineal descendant of mine shall serve as co-Trustee with the then serving Trustee upon attaining age thirty (30) years, and each such lineal descendant shall serve as sole Trustee upon attaining age thirty-five (35) years, provided, however, that there shall always be an Independent Trustee serving of such separate trust. While serving as sole Trustee, a lineal descendant of mine may designate an co-Trustee to serve with such lineal descendant and each such lineal descendant may remove and/or replace such co-Trustee with another from time to time.

b. Trustee of Separate Trust for a Spouse of a Lineal Descendant of Mine. A corporate fiduciary shall serve as Trustee and Independent Trustee of any separate trust held for the benefit of a spouse of a lineal descendant of mine. Such corporate fiduciary shall be an entity with trust powers under state law and no less than One Billion ($1,000,000,000.00) Dollars under trust management (itself and its affiliates).

3. Successor Trustees Not Provided For. Whenever a successor Trustee or co-Trustee (including the Independent Trustee) is required and no successor or other functioning mechanism for succession is provided for under the terms of this Trust Agreement , the last serving Trustee (or Independent Trustee, as the case may be) or the last person or entity designated to serve as Trustee of the applicable trust (or Independent Trustee, as the case may be) may appoint his or her successor, and if none is so appointed, the following persons shall appoint a successor Trustee or Independent Trustee (who may be one of the persons making the appointment if over the age of thirty years):

a. The remaining Trustees, if any; otherwise,

b. The principal beneficiary or the spouse of a principal beneficiary for whom a separate trust is held.

The appointment shall be by a written document executed by such person in the presence of two witnesses and acknowledged before a notary public delivered to the appointed Trustee and to me if I am living and not Disabled or in a valid last Will.

4. Power to Remove Trustee. Subsequent to the death of the survivor of my spouse and me, the age 35 or older principal beneficiary of a Trust, or the spouse of a principal beneficiary for whom a separate trust is held, shall have the power to unanimously remove a Trustee, co-Trustee or Independent Trustee of such Trust at any time with or without cause other than a successor Trustee or Independent Trustee appointed by me or my spouse at death under our last Wills, with the successor Trustee or Independent Trustee to be determined in accordance with the foregoing provisions.

D. Method of Appointment of Trustee. Any such appointment of a successor Trustee by a person shall be made in a written instrument executed by such person in the presence of two witnesses and acknowledged before a notary public which is delivered to such appointed Trustee during the lifetime of the person making such appointment, or any such appointment of a successor Trustee by a person may be made under the last Will of such person.

E. Successor Fiduciaries. No Trustee is responsible for, nor has any duty to inquire into, the administration, acts or omissions of any executor, administrator, Personal Representative, or trustee or attorney-in-fact adding property to these Trusts, or of any predecessor Trustee. Each successor Trustee has all the powers, privileges, immunities, rights and title (without the execution of any instrument of transfer or any other act by any retiring Trustee) and all the duties of all predecessors.

F. Liability and Indemnification of Trustee.

1. Liability in General. No individual Trustee (that is, a Trustee that is not a corporation or other entity) shall be liable for any of his or her actions or failures to act as Trustee, even if the individual Trustee is found by a court to have been negligent or in breach of fiduciary duty, except for liability caused by his or her actions or failures to act done in bad faith or with reckless indifference to the purposes of the trust or the interests of the beneficiaries. Each Trustee that is a corporation or other entity will be liable for its actions or failures to act that are negligent or that breach its fiduciary duty, without contribution by any individual Trustee.

2. Indemnification of Trustee. Except in regard to liabilities imposed on a Trustee under the preceding paragraph, each Trustee shall be held harmless and indemnified from the assets of the trust for any liability, damages, attorney's fees, expenses, and costs incurred as a result of its service as Trustee. A Trustee who ceases to serve for any reason will be entitled to receive reasonable security from the assets of the trust to protect it from liability, and may enforce these provisions for

indemnification against the current Trustee or against any assets held in the trust, or if the former Trustee is an individual and not a corporation or other entity, against any beneficiary to the extent of distributions received by that beneficiary. This indemnification right extends to the estate, Personal Representatives, legal successors and assigns of a Trustee.

3. Indemnification of Trustee - Additional Provisions. I recognize that if a beneficiary accuses a Trustee of wrongdoing or breach of fiduciary duty, the Trustee may have a conflict of interest that ordinarily would prevent it from paying legal fees and costs from the trust estate to defend itself. I do not want to put a financial burden on any individual named to serve as a Trustee. Just as important, I do not want an individual who has been selected to serve as a Trustee to be reluctant to accept the position, or while serving to be intimidated in the performance of the Trustee's duties because of the threats of lawsuits that might force the Trustee to pay fees and costs from the Trustee's personal resources. For this reason, I deliberately and intentionally waive any such conflict of interest with respect to any individual serving as Trustee so that he or she can hire counsel to defend himself or herself against allegations of wrongdoing or if sued for any reason (whether by a beneficiary or by someone else) and pay all fees and costs for his or her defense from the trust estate until the dispute is resolved. I understand and agree that a court may award, disallow or allocate fees and costs in whole or in part after the dispute is resolved, as provided by law. The Trustee will account for all such fees and costs paid by it as provided by law. This provision shall not apply to any Trustee that is a corporation or other entity.

G. Compensation, Bond. Each Trustee is entitled to be paid reasonable compensation for services rendered in the administration of the Trust. Reasonable compensation for a non-individual Trustee will be its published fee schedule in effect when its services are rendered unless otherwise agreed in writing, and except as follows. Any fees paid to a non-individual Trustee for making principal distributions, for termination of the trust, and upon termination of its services must be based solely on the value of its services rendered, not on the value of the trust principal. During my lifetime the Trustee's fees are to be charged wholly against income (to the extent sufficient), unless directed otherwise by me in writing. Each Trustee shall serve without bond.

H. Maintenance of Records. The Trustee shall maintain accurate accounts and records. It shall render annual statements of the receipts and disbursements of income and principal of a Trust upon the written request of any adult vested beneficiary of such Trust or the guardian of the person of any vested beneficiary and the approval of such beneficiary shall be binding upon all persons then or thereafter interested in such Trust as to the matters and transactions shown on such statement. The Trustee may at any time apply for a judicial settlement of any account. No Trustee shall be required to file any statutory or other periodic accountings of the administration of a Trust.

I. Interested Trustee. The Trustee may act under this Agreement even if interested in these Trusts in an individual capacity, as a fiduciary of another trust or estate (including my estate) or in any other capacity. The Trustee may in good faith enter into a sale, encumbrance, or other transaction involving the investment or management of trust property for the Trustee's own personal account or which is otherwise affected by a conflict between the Trustee's fiduciary and personal interests, without liability and without being voidable by a beneficiary. The Trustee is specifically authorized to make

loans to, to receive loans from, or to sell, purchase or exchange assets in a transaction with (i) the Trustee's spouse, (ii) the Trustee's children or grandchildren, siblings, parents, or spouses of such persons, (iii) an officer, director, employee, agent, or attorney of the Trustee, or (iv) a corporation, partnership, limited liability company, or other business entity in which the Trustee has a financial interest, provided that in any transaction the trusts hereunder receive fair and adequate consideration in money or money's worth. The Trustee may renounce any interest or expectancy of a trust in, or an opportunity to participate in, specified business opportunities or specified classes or categories of business opportunities that are presented to the Trustee. Such renunciation shall not prohibit the Trustee from participating in the Trustee's individual capacity in such opportunity or expectancy.

J. **Third Parties**. No one dealing with the Trustee need inquire into its authority or its application of property.

K. **Merger of Trusts**. If the Trustee is also trustee of a trust established by myself or another person by will or trust agreement, the beneficiaries to whom income and principal may then be paid and then operative terms of which are substantially the same as those of a Trust held under this Agreement, the Trustee in its discretion may merge either such trust into the other trust. The Trustee, in exercising its discretion, shall consider economy of administration, convenience to the beneficiaries, tax consequences and any other factor it considers important. If it is later necessary to reestablish the merged trust as separate trusts, it shall be divided proportionately to the value of each trust at the time of merger.

L. **Multiple Trustees.** Except as specifically provided herein as to the allocation of powers or discretion of the Independent Trustee, if two Trustees are serving at any time, any power or discretion of the Trustees may be exercised only by their joint agreement. Either Trustee may delegate to the other Trustee the authority to act on behalf of both Trustees and to exercise any power held by the Trustees. If more than two Trustees are serving at any time, and unless unanimous agreement is specifically required by the terms of this Trust Agreement, any power or discretion of the Trustees may be exercised only by a majority. The Trustees may delegate to any one or more of themselves the authority to act on behalf of all the Trustees and to exercise any power held by the Trustees. Trustees who consent to the delegation of authority to other Trustees will be liable for the consequences of the actions of those other Trustees as if the consenting Trustees had joined the other Trustees in performing those actions. A dissenting Trustee who did not consent to the delegation of authority to another Trustee and who has not joined in the exercise of a power or discretion cannot be held liable for the consequences of the exercise. A dissenting Trustee who joins only at the direction of the majority will not be liable for the consequences of the exercise if the dissent is expressed in writing delivered to any of the other Trustees before the exercise of that power or discretion.

ARTICLE IV. INDEPENDENT TRUSTEE

A. **In General**. The Independent Trustee shall have only those duties, obligations, and powers hereunder expressly provided to it, and the Trustee shall not participate in any affirmative duties

provided to the Independent Trustee. Otherwise, the provisions hereunder applicable to the Trustee shall be applicable also to the Independent Trustee except where the context differentiates between a Trustee and an Independent Trustee, including without limitation provisions relating to liability and indemnification of trustees. In the event of any conflict between the powers granted hereunder to both the Trustee and the Independent Trustee, the powers of the Independent Trustee shall have priority over the Trustee. Thus, for example, if the Independent Trustee determines to invest in a Closely Held Interest, such investment is permissible notwithstanding that it reduces the assets available for other investments by the Trustee.

B. **Who May Serve**. Notwithstanding any other provisions of this Trust Agreement to the contrary, including without limitation powers in myself or others to appoint additional or successor Trustees or Independent Trustees, at no time shall a person or entity serve as an Independent Trustee hereunder if such person or entity is a Related or Subordinate Party or is related or subordinate to me within the meaning of Code Section 672(c), the Treasury Regulations issued thereunder, and successor provisions thereto, nor shall I be eligible to serve.

C. **Limited Power of Amendment.**

1. Amendment Power. In the case of each separate Trust at any time in existence hereunder, such Trust's then Independent Trustee, other than any (i) who has ever made a gift transfer to such trust, or (ii) who is prohibited by the provisions of Subparagraph IV.C.2 below from participating in the amendment involved, from time to time may, notwithstanding any other provision of this instrument, amend or restate this instrument, including its dispositive, administrative and other provisions of all kinds, in order to permit the Trustees hereunder (including the Independent Trustee):

a. To address tax and/or other circumstantial changes that may affect such Trust and/or its beneficiaries,

b. To take advantage of changed trust drafting approaches to address potential trust problems, and/or

c. To remove from the governing trust instrument any provisions which have become "deadwood" (i.e., no longer operative in the ongoing administration of such trust due to changed circumstances)

with respect to (i) such Trust, and (ii) all trusts that are subsequently to come into existence under this instrument to hold part or all of the assets of such Trust, in whatever way or ways, such Independent Trustee, in the exercise of its sole discretion, may deem appropriate in the best interests, as interpreted by such Independent Trustee alone, of the principal beneficiary of such Trust(s) and of each such principal beneficiary's family as a whole. Such Independent Trustee shall be guided by what, in the sole judgment of such Independent Trustee alone, would apparently be my original intent hereunder in the light of the changed circumstances. This power of amendment shall include, by way of example and not limitation, the power to:

d. Grant, reduce or eliminate general (as defined in Code Section 2041) and special powers of appointment with respect to part or all of any trust property (such powers may be made subject to any conditions or consents and limited to such objects as may be described in the grant or reduction of each power);

e. Add mandatory distribution or set aside provisions for one or more beneficiaries or permissible distributees;

f. Divide a Trust into separate trusts or merge separate trusts together;

g. Provide for the creation of one or more separate subaccounts (equivalent to a separate trust) in any Trust hereunder with respect to which such subaccounts are more restrictive or other administrative or dispositive provisions are made applicable in order to permit some or all of the properties or interests that may at any time be held in or allocable to that Trust to be segregated and transferred to that subaccount to achieve some tax or other benefit that would otherwise not be available to such property or interest or to the principal beneficiary or one or more of the other current beneficiaries of that Trust (such as, by way of example and not limitation, to permit (i) such property, interest or beneficiary to qualify for some governmental or tax benefit, generation-skipping transfer tax exemption or Code Section 2032A election, or (ii) a disclaimer to be made; and

h. Restrict in any way, revocably or irrevocably, the future exercise of any power held by any beneficiaries, myself, and/or a Trustee (including Independent Trustee) hereunder.

2. Limitations on Amendment Power. Notwithstanding the foregoing, however, under no circumstances shall any such amendment:

a. Extend the period of any such trust's existence beyond the already applicable rule against perpetuities limitation period specified in Subparagraph I.G;

b. Diminish in any way (that is not controlled by the beneficiary) any enforceable right any beneficiary may already have (under the then terms of this instrument) to receive the income of any trust, currently or at any time in the future (but, to the extent an amendment benefits or grants a power to a current beneficiary of any trust, it may diminish the rights of one or more beneficiaries to receive in the future the income of that trust or of any trust subsequently to come into existence to hold part or all of the assets of that trust);

c. Reduce in any way the restrictions and limitations on or liabilities of (i) myself hereunder, including without limitation Subparagraph I.A or as a fiduciary as set forth in Subparagraph III.F, or (ii) this Article IV. This shall not be interpreted to limit the ability of the Independent Trustee to increase such restrictions, limitations and liabilities;

d. Result in any direct or indirect financial benefit to anyone who is not presently or in the future a lineal descendant of mine or the spouse of lineal descendant of mine while

married to a lineal descendant of mine;

e. Make any change that would have the effect of disqualifying any such trust insofar as such trust, prior to such amendment, otherwise qualified for and was in fact already taking advantage of, while such advantage otherwise will continue, (i) any exemption from a surviving spouse's elective right or from any creditor's right to levy on any beneficiary's interest in any such trust, or (ii) any substantial deduction, credit, exclusion or other tax benefit (such as any charitable deduction, any annual gift tax exclusion, Code Section 2032A election, a generation-skipping tax exemption, the opportunity to be a stockholder in an S corporation without adversely affecting the S election of such corporation, a significant grandfathered status under some changed law, and so on).

3. Method of Amendment. Any such amendment shall be by written instrument, executed by such amending Independent Trustee with all the formalities of a deed, setting forth the trust or trusts hereunder to which the amendment applies and the effective date of such amendment.

ARTICLE V. ADDITIONAL TAX MATTERS

A. **GST Trusts**. I direct (a) that the Trustee shall divide any Trust to which there is allocated any GST exemption into two separate Trusts (each subject to the provisions hereof) so that the generation-skipping tax inclusion ratio of one such Trust is zero, (b) any property exempt from generation-skipping taxation shall be divided as otherwise provided herein and held for the same persons designated in Trusts separate from any property then also so divided which is not exempt from generation-skipping taxation, and (c) if upon the death of a beneficiary a taxable termination would otherwise occur with respect to any property held in Trust for him or her with an inclusion ratio greater than zero, such beneficiary shall have with respect only to such property a power to appoint such fractional share thereof which if included in such beneficiary's gross estate for federal estate tax purposes (without allowing any deduction with respect to such share) would not be taxed at the highest federal estate tax rate and such fractional share of such property shall be distributed to such persons including only such beneficiary's estate, spouse, and issue, as such beneficiary may appoint, and any part of a Trust such beneficiary does not effectively appoint shall be treated as otherwise provided for disposition upon his or her death, provided, if upon his or her death two or more Trusts for his or her benefit are directed to be divided among and held or distributed for the same persons and the generation-skipping tax inclusion ratio of any such Trust is zero, the amount of any other such Trust to which there is allocated any of such beneficiary's GST exemption shall be added to the Trusts with generation-skipping tax inclusion ratios of zero in equal shares.

I request (but do not require) that if two or more Trusts are held hereunder for any person, no principal be paid to such person from the Trusts with the lower inclusion ratios for generation-skipping tax purposes unless the Trust with the highest inclusion ratio has been exhausted by use, consumption, distribution or otherwise or is not reasonably available. For purposes of funding any pecuniary payment or trust division to which there is allocated any GST exemption, such payment or trust division

allocation shall be satisfied with cash or property which fairly represents appreciation and depreciation (occurring between the valuation date and the date of distribution) in all of the assets from which such distribution or allocation could be made, and any pecuniary payment made before a residual transfer of property to which any GST exemption is allocated shall be satisfied with cash or property which fairly represents appreciation and depreciation (occurring between the valuation date and the date of distribution) in all of the assets from which such pecuniary payment could be satisfied and shall be allocated a pro rata share of income earned by all such assets between the valuation date and the date of payment. The valuation date with respect to any property shall be the date as of which its value is determined for federal estate tax purposes with respect to the transferor thereof, and subject to the foregoing, property distributed in kind in satisfaction of any pecuniary payment shall be selected on the basis of the value of such property on the valuation date. All terms used in this paragraph which are defined or explained in Chapter 13 of the Code shall have the same meaning when used herein. The Trustee is authorized and directed to comply with the provisions of the Treasury Regulations interpreting the generation skipping tax provisions of the Code in severing or combining any trust, creating or combining separate trust shares, allocating GST exemption, or otherwise, as necessary to best accomplish the foregoing allocations, inclusion ratios, combinations, and divisions, including, without limitation, the payment of "appropriate interest" as determined by the Trustee as that term is applied and used in said Regulations.

B. **Individual Retirement Accounts**. In the event that this Trust or any trust created under this Agreement is the beneficiary of an Individual retirement account established and maintained under Code Section 408 or a qualified pension, profit sharing or stock bonus plan established and maintained under Code Section 401 (referred to in this paragraph as "IRA"), the following provisions shall apply to such trust:

1. I intend that the beneficiaries of such trust shall be beneficiaries within the meaning of Code Section 401(a)(9) and the Treasury Regulations thereunder. All provisions of such trust shall be construed consistent with such intent. Accordingly, the following provisions shall apply to such trust:

a. No benefits from any IRA may be used or applied for the payment of any debts, taxes or other claims against my estate as set forth in the later paragraph captioned "Taxes", unless other assets of this Trust are not available for such payment.

b. In the event that a beneficiary of any trust created under this Agreement has a testamentary general power of appointment or a limited power of appointment over all or any portion of any trust established under this Agreement, and if such trust is the beneficiary of any benefits from any IRA, the beneficiary shall not appoint any part of such trust to a charitable organization or to a lineal descendant of mine who is older than the beneficiary whose life expectancy is being used to calculate distributions from such IRA.

2. The Trustee shall deliver a copy of this Agreement to the custodian of any IRA of which this Trust or any trust created under this Agreement is the named beneficiary within the time

period prescribed Code Section 401(a)(9) and the Treasury Regulations thereunder, along with such additional items required thereunder. If the custodian of the IRA changes after a copy of this Agreement has been provided pursuant to the preceding sentence, the Trustee shall immediately provide a copy of this Agreement to the new custodian. The Trustee shall request each custodian to complete a receipt of the Agreement and shall attach such receipt to this Agreement. The Trustee shall provide a copy of each amendment of this Agreement to the custodian and shall obtain a receipt of such amendment.

C. **Subchapter S Stock**. Regardless of anything herein to the contrary, in the event that the principal of a Trust includes stock in a corporation for which there is a valid election to be treated under the provisions of Subchapter S of the Code, the income beneficiary of such a Trust is a U.S. citizen or U.S. resident for federal income tax purposes, and such Trust is not an "electing small business trust" under Code Section 1361(e)(1) in regard to that corporation, the Trustee[s] shall (a) hold such stock as a substantially separate and independent share of such Trust within the meaning of Code Section 663(c), which share shall otherwise be subject to all of the terms of this Agreement, (b) distribute all of the income of such share to the one income beneficiary thereof in annual or more frequent installments, (c) upon such beneficiary's death, pay all accrued or undistributed income of such share to the beneficiary's estate, (d) distribute principal from such share during the lifetime of the income beneficiary only to such beneficiary, notwithstanding any powers of appointment granted to any person including the income beneficiary, and (e) otherwise administer such share in a manner that qualifies it as a "qualified Subchapter S trust" as that term is defined in Code Section 1361(d)(3), and shall otherwise manage and administer such share as provided under this Agreement to the extent not inconsistent with the foregoing provisions of this paragraph.

D. **Taxes**. The Trustee shall pay to the Personal Representative of my estate from the principal of the Trust, but not from the portion of any asset or the proceeds thereof which would not otherwise be includible in my gross estate for estate tax purposes, such as the proceeds of insurance policies that are not includible in my estate, such amounts as the Personal Representative certifies, in writing, are required for the payment of estate, inheritance, succession and transfer taxes, including any interest or penalty thereon, which are payable by said Personal Representative by reason of my death and are attributable to assets held in this Trust (*i.e.*, to the extent that such taxes are increased by the taxability of such Trust assets). The Trustee may rely upon the correctness of such certifications and is exonerated from all liability for making payments in reliance thereon. Notwithstanding any distribution requirement herein, subsequent to my death the Trustee is authorized to retain in trust any amounts designated to be distributed until the earlier of the issuance of an estate tax closing letter from the Internal Revenue Service in regard to my estate or the closing of the federal estate tax statute of limitations for estate taxes arising by reason of my death.

E. **Taxpayer Identification Number**. By executing this Trust Agreement, the Trustee authorizes Tescher & Spallina, P.A. to apply for a taxpayer identification number from the Internal Revenue Service for the Trust.

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IN WITNESS WHEREOF, the parties hereto have executed this Trust Agreement on the date first above written.

GRANTOR and CO-TRUSTEE:

SIMON L. BERNSTEIN

This instrument was signed by SIMON L. BERNSTEIN in our presence, and at the request of and in the presence of SIMON L. BERNSTEIN and each other, we subscribe our names as witnesses on this 22 day of May, 2008:

Print Name: Diana Banks
Address: 23415 Boca Trace Dr
Boca Raton, FL 33433

Print Name: TRACI KRATISH
Address: 16068 GLENCREST AVE
DELRAY BEACH, FL 33446

STATE OF FLORIDA
SS.
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20 day of May, 2008, by SIMON L. BERNSTEIN.

NOTARY PUBLIC-STATE OF FLORIDA
Kimberly Moran
Commission #DD766470
Expires: APR. 28, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

[Seal with Commission Expiration Date]

Signature - Notary Public

Print, type or stamp name of Notary Public

Personally Known ✓ or Produced Identification _____
Type of Identification Produced _____

CO-TRUSTEE:

SHIRLEY BERNSTEIN

This instrument was signed by SHIRLEY BERNSTEIN in our presence, and at the request of and in the presence of SHIRLEY BERNSTEIN and each other, we subscribe our names as witnesses on this 20 day of May, 2008:

Print Name: Diana Banks
Address: 23415 Boca Trace Dr
Boca Raton, FL 33433

Print Name: TRACI KRATISH
Address: 16068 GLENCREST AVE
DELRAY BEACH, FL 33446

STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20 day of May, 2008, by SHIRLEY BERNSTEIN.

NOTARY PUBLIC-STATE OF FLORIDA
Kimberly Moran
Commission #DD766470
Expires: APR. 28, 2012
ATLANTIC BONDING CO., INC.

[Seal with Commission Expiration Date]

Signature - Notary Public

Print, type or stamp name of Notary Public

Personally Known ✓ or Produced Identification _____

Type of Identification Produced _____

INDEPENDENT TRUSTEE:

ROBERT L. SPALLINA

This instrument was signed by ROBERT L. SPALLINA in our presence, and at the request of and in the presence of ROBERT L. SPALLINA and each other, we subscribe our names as witnesses on this 20th day of May, 2008:

Print Name: Diana Banks
Address: 23415 Boca Trace Dr
Boca Raton, FL 33433

Print Name: TRACI KRATISH
Address: 16068 GLENCREST AVE
DELRAY BEACH, FL 33446

STATE OF FLORIDA
SS.
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20 day of May, 2008, by ROBERT L. SPALLINA.

NOTARY PUBLIC-STATE OF FLORIDA
Kimberly Moran
Commission # DD766470
Expires: APR. 28, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

[Seal with Commission Expiration Date]

Signature - Notary Public

Print, type or stamp name of Notary Public

Personally Known ✓ or Produced Identification _____
Type of Identification Produced _____

F:\WPDATA\drt\Bernstein, Shirley & Simon\Children's Trusts\Ted S. Bernstein Family Trust.wpd [05 12:34 20 08]

TRUST

ATTACHMENT

ITEM NO.	DESCRIPTION	AMOUNT
1	Cash	$1.00

65-64777113

PAMELA B. SIMON

FAMILY TRUST

Prepared by:

Tescher & Spallina, P.A.
2101 Corporate Blvd., Suite 107, Boca Raton, Florida 33431
(561) 998-7847
www.tescherlaw.com

TESCHER & SPALLINA, P.A.

PAMELA B. SIMON

FAMILY TRUST

THIS IRREVOCABLE TRUST AGREEMENT is made and entered into this 20 day of MAY, 2008, by and between SIMON L. BERNSTEIN, a resident of Palm Beach County, Florida, as grantor, hereinafter referred to in the first person, and SIMON L. BERNSTEIN and SHIRLEY BERNSTEIN as co-trustees (referred to as the ***"Trustee,"*** which term more particularly refers to all individuals and entities serving as trustee of a trust created hereunder during the time of such service, whether alone or as co-trustees, and whether originally serving or as a successor trustee), and ROBERT L. SPALLINA as the independent trustee (referred to as the ***"Independent Trustee,"*** which term more particularly refers to all individuals and entities serving as independent trustee of a trust created hereunder during the time of such service, whether alone or as co-trustees, and whether originally serving or as a successor independent trustee). I have delivered to the Trustee certain property as set forth in the Attachment annexed hereto, receipt of which is hereby acknowledged by the Trustee. Such property, and any additions to such property, shall be held in trust as provided in this Agreement.

ARTICLE I. TRUST ADMINISTRATION

A. **Additions, Substitutions and Trust Irrevocable**. I or any other person may cause additional property to be added hereunder at any time during life or at death by will, insurance or death benefit beneficiary designation or otherwise. I shall have no right or power, either alone or in conjunction with any other person, to alter, amend, revoke or terminate any of the terms of this Agreement in any manner whatever. Unless and until surrendered by me in a writing delivered to the Trustee, I retain the power, to be exercised in an individual and nonfiduciary capacity (*i.e.*, without any fiduciary duty to any beneficiary with respect to its exercise or nonexercise) and without requiring the consent or approval of any person, to from time to time reacquire trust principal by substituting other property of equivalent value for said principal. Notwithstanding the foregoing, said right of substitution shall not apply to any insurance policies on my life owned by this Trust that would cause me to have any incidents of ownership as that term is defined under Section 2042 of the Code and the Regulations thereunder. I shall have the right at any time or times by an instrument, in writing, delivered to the Trustee to relinquish the right of substitution provided for herein.

B. **Rights of Withdrawal**. In any calendar year during my life in which property is contributed to the Trust by gift, each Withdrawal Beneficiary with respect to such contribution, acting personally or through his or her legal or natural guardian or attorney-in-fact, is hereby granted the absolute right, with respect to each such contribution, by written instrument or instruments delivered to the Trustee prior to the termination of such right, to withdraw from the principal of the Trust, from time

to time, an amount having an aggregate value (as of the date or dates of withdrawal) equal to such Withdrawal Beneficiary's Withdrawal Amount with respect to such contribution. Any such right to withdraw shall terminate at the earliest time and then to the extent that any such termination will not result in a taxable gift made by the individual holding the right, provided, no part of any right to withdraw shall terminate less than 60 days after the contribution to the Trust to which such right relates.

1. For purposes of this Subparagraph I.B, a Withdrawal Beneficiary with respect to a contribution to the Trust shall mean each person designated by the contributor to the Trustee in writing contemporaneously with such contribution, provided, in the event the contributor fails to make any such designation with respect to a contribution, my then living lineal descendants and their spouses shall be the Withdrawal Beneficiary with respect to such contribution.

2. For purposes of this Subparagraph I.B, each Withdrawal Beneficiary's Withdrawal Amount with respect to a contribution shall be such amount designated by the contributor to the Trustee in writing contemporaneously with the contributor's designation of such person as a Withdrawal Beneficiary, provided, if the contributor of such contribution fails to designate a Withdrawal Amount with respect to any Withdrawal Beneficiary, then each Withdrawal Beneficiary's Withdrawal Amount with respect to such contribution shall be an amount equal to a fraction (defined below) multiplied by the lesser of (i) the value of such contribution (at the time of such contribution), or (ii) the sum of the amounts of all federal gift tax exclusions then available to the contributor with respect to all Withdrawal Beneficiaries with respect to such contribution. The numerator of said fraction shall be the amount of any federal gift tax exclusion available to such contributor with respect to such Withdrawal Beneficiary (at the time of such contribution) and the denominator shall be the sum of the amounts of all federal gift tax exclusions then available to such contributor with respect to all such Withdrawal Beneficiaries. One-half of a contribution made by a married person shall be treated as a second separate contribution made by his or her spouse, provided, if such married person's spouse is then one of such Withdrawal Beneficiaries, only one-half of the excess of such contribution (at the time of such contribution) over the amount of the federal gift tax exclusion then available to such contributor with respect to his or her spouse shall be so treated.

3. Regardless of anything in this Subparagraph I.B to the contrary, each contributor of a contribution to this Trust shall have the right with respect to such contribution by a written instrument delivered to the Trustee at the time of such contribution (i) to exclude any person who would otherwise have a right of withdrawal from exercising such power; (ii) to increase or decrease the amount subject to any right of withdrawal except that the amount subject to all withdrawal rights shall not exceed the amount of the contribution; and/or (iii) to change the period during which any right of withdrawal may be exercised.

4. The Trustee shall inform any Withdrawal Beneficiary of the existence of such right of withdrawal within ten days after it comes into existence but not later than the last day of the calendar year in which it comes into existence. Any such Withdrawal Beneficiary or his or her guardian may, after receiving such notice at least once, waive further notices by an instrument in writing delivered to the Trustee.

C. **Trusts for PAMELA B. SIMON and my Lineal Descendants.** The Trust shall be administered as follows for its beneficiaries:

1. Initial Beneficiary. My daughter, PAMELA B. SIMON, shall be the first principal beneficiary of the Trust.

2. Net Income and Principal Distributions.

a. The Trustee shall pay to or apply for the benefit of a principal beneficiary and the lineal descendants of a principal beneficiary dependent on such principal beneficiary for support, so much of the net income and then principal of his or her separate Trust as the Independent Trustee determines in its sole, absolute and unreviewable discretion, provided, however, that while a principal beneficiary is serving as Trustee hereunder, he or she may make distributions to or for the benefit of himself or herself for such beneficiary's Needs without any authorization from the Independent Trustee. Having in mind the extent to which funds will be available for expenditure for the benefit of such beneficiaries, the Independent Trustee is authorized to expend such amounts as it, in its sole, absolute and unreviewable discretion, shall determine to maintain the then current lifestyle of such beneficiaries, including, but not limited to, complete authority to provide for their personal care and comfort in any manner whatsoever. Net income that is not distributed shall be added to principal on an annual basis.

b. The Independent Trustee is specifically authorized in its sole, absolute and unreviewable discretion to acquire, hold and maintain one or more residences (whether held as real property, condominium or cooperative apartment) for the use and benefit of the principal beneficiary and his or her cohabitating spouse and lineal descendants, and to sell or otherwise dispose of such residences when not desired for such use and benefit. The Independent Trustee is authorized to pay all carrying charges of such residences, including, but not limited to, any taxes, assessments and maintenance thereon, and all expenses of the repair, renovation, improvement and operation thereof, including the employment of domestic servants and other expenses incident to the running of a household for the benefit of such beneficiaries.

c. In exercising the discretions conferred in this Subparagraph, the Independent Trustee should give due consideration to the advisability of using the principal beneficiary's own assets and resources in order to reduce the amount of the principal beneficiary's taxable estate, thereby minimizing the amount of the principal beneficiary's future taxes. Further, it is my intent that this Trust be used to enhance the principal beneficiaries' quality of life, including (without limitation) travel, purchase of a home, cultural appreciation and enjoyment (music, arts, etc.), and education. In addition, I would like this Trust to provide a source of funds in the event that a principal beneficiary, through accident or misfortune, does not have sufficient sources of income to provide for his or her own support. I expect my lineal descendants to support themselves independently and to be productive members of their communities and not to become dependent upon distributions from the Trusts to the extent that they lose their ambition and incentive. When a beneficiary is able to be gainfully employed

and is not actively engaged in raising his or her children, the Independent Trustee should give due consideration in exercising its discretion to not using Trust assets to replace the beneficiary's own efforts to work and accumulate financial security. However, it is not my intent to force a parent to work outside the home when he or she has determined that it is important to stay at home to raise a family. In addition, I do not intend that the Independent Trustee place undue emphasis on the amount a beneficiary earns if he or she is actively engaged in a worthwhile pursuit, including working as an unpaid volunteer for charitable purposes. In prioritizing distributions between the principal beneficiary and his or her lineal descendants, it is my intent that my first priority is the principal beneficiary. In addition to the foregoing guidance, I request, but do not require, that my lineal descendants take adequate precautions for the protection of our family's wealth and property from marital discord through the use of prenuptial agreements or other similar planning and devices. I also request, but do not require, that my lineal descendants pursue higher education, to the best of their abilities and individual circumstances. For some descendants this may mean the completion of a college education, the receipt of a masters or a doctorate, or a professional degree, and for others this may mean training in their chosen vocation. It is not my goal that the Independent Trustee reward professional students, nor punish those lineal descendants for whom life or individual circumstances indicate that the pursuit of higher education is not practical or advantageous, but only to encourage my lineal descendants to take full advantage of all educational opportunities open to them and not rush their entry into the workplace. I do not intend by these expressions of intent to bind the Independent Trustee or alter the absolute discretion it has been granted hereunder or create enforceable obligations to any beneficiary, but merely to provide general guidance to the Independent Trustee in the exercise of its discretions.

3. Death of a Principal Beneficiary. If a principal beneficiary dies with assets remaining in his or her separate Trust, upon his or her death he or she may appoint all or part of his or her Trust, in trust, to or for the benefit of one or more of my lineal descendants and their spouses (excluding from said class, however, such principal beneficiary and such principal beneficiary's creditors, estate, and creditors of such principal beneficiary's estate), provided that any such appointment to a surviving spouse of a principal beneficiary shall be limited to a life estate in all or a lesser portion of such principal beneficiary's separate Trust, and such spouse's separate trust shall be administered as provided in Subparagraph I.D. below. Any part of his or her Trust such principal beneficiary does not effectively appoint shall upon his or her death be divided among and held in separate Trusts for the following persons with such persons to become the principal beneficiary thereunder;

a. for his or her lineal descendants then living, *per stirpes*; or

b. if he or she leaves no lineal descendant then living, *per stirpes* for the lineal descendants then living of his or her nearest ancestor (among me and my lineal descendants) with a lineal descendant then living who is also a lineal descendant of my spouse, SHIRLEY BERNSTEIN.

Such separate Trusts shall be administered as provided for trusts under this Subparagraph I.C., or added to Trusts established for such principal beneficiaries that are already in existence under Subparagraph I.C.

D. **Administration of Separate Trust for Spouse**. The Independent Trustee shall pay to the spouse of a principal beneficiary, so much of the net income and principal of his or her separate trust as is proper for such spouse's Needs. Net income that is not distributed shall be added to principal on an annual basis. Upon the death of a spouse of a principal beneficiary, the remaining assets of his or her separate trust shall be divided among and held in separate Trusts for his or her lineal descendants then living, *per stirpes*, who are also lineal descendants of the predeceased principal beneficiary who established this Trust for his or her spouse pursuant to the power of appointment granted to said principal beneficiary under Subparagraph I.C. above. Each lineal descendant for whom a separate trust is established shall become the principal beneficiary of such separate Trusts and such separate trusts shall be administered as provided under Subparagraph I.C., or added to Trusts established for such principal beneficiaries that are already in existence under Subparagraph I.C.

E. **Termination of Small Trust**. If at any time after my death in the opinion of the Trustee a separate Trust holds assets of a value of less than $50,000.00 and is too small to justify the expense of its retention, and termination of such Trust is in the best interests of its current principal beneficiary, the Independent Trustee in its discretion may terminate such Trust and pay it to said principal beneficiary.

F. **Contingent Gift**. If at any time property of a Trust held under this Agreement is not disposed of under the other provisions of this Agreement, it shall be paid, as a gift made hereunder, to such persons and in such shares as such property would be distributed if I had then owned such property and had then died solvent, unmarried and intestate domiciled in the State of Florida, according to the laws of Florida then in effect.

G. **Maximum Duration**. Regardless of anything in this Agreement to the contrary, no trust interest herein created shall continue beyond three hundred sixty (360) years after the date of creation of this Agreement, nor shall any power of appointment be exercised in such manner so as to delay vesting of any trust beyond such period. Immediately prior to the expiration of such period, all such trusts then in existence shall terminate, and the assets thereof shall be distributed outright and in fee to then beneficiaries of the current income and in the proportions in which such persons are the beneficiaries, and if such proportions cannot be ascertained, then equally among such beneficiaries.

ARTICLE II. GENERAL

A. **Disability**. While any beneficiary is Disabled, income or principal payable to him or her may, in the discretion of the Trustee, be paid directly to him or her, without the intervention of a guardian, directly to his or her creditors or others for his or her sole benefit or to an adult person or an eligible institution (including the Trustee) selected by the Trustee as custodian for such a minor beneficiary under the Uniform Transfers to Minors Act or similar law. The receipt by such payee is a complete release to the Trustee.

B. Substance Abuse.

1. In General. If the Independent Trustee reasonably believes that a beneficiary of any trust (which for purposes of this Subparagraph II.B.1 includes the lineal descendants of a principal beneficiary who are eligible to receive distributions from that trust):

a. routinely or frequently uses or consumes any illegal substance so as to be physically or psychologically dependent upon that substance, or

b. is clinically dependent upon the use or consumption of alcohol or any other legal drug or chemical substance that is not prescribed by a board certified medical doctor or psychiatrist in a current program of treatment supervised by such doctor or psychiatrist,

and if the Independent Trustee reasonably believes that as a result the beneficiary is unable to care for himself or herself, or is unable to manage his or her financial affairs, all distributions (including distributions upon termination of the trust) to the beneficiary, all of the beneficiary's withdrawal rights (if any), and all of the beneficiary's rights to participate in decisions concerning the removal and appointment of Trustees and Independent Trustees will be suspended. In that event, the following provisions of this Subparagraph II.B will apply.

2. Testing. The Independent Trustee may request the beneficiary to submit to one or more examinations (including laboratory tests of bodily fluids) determined to be appropriate by a board certified medical doctor and to consent to full disclosure to the Independent Trustee of the results of all such examinations. The Independent Trustee shall maintain strict confidentiality of those results and shall not disclose those results to any person other than the beneficiary without the prior written permission of the beneficiary. The Independent Trustee may totally or partially suspend all distributions otherwise required or permitted to be made to that beneficiary until the beneficiary consents to the examination and disclosure to the Independent Trustee.

3. Treatment. If, in the opinion of the examining doctor, the examination indicates current or recent use of a drug or substance as described above, the examining doctor will determine an appropriate method of treatment for the beneficiary (for example, counseling or treatment on an in-patient basis in a rehabilitation facility) that is acceptable to the Independent Trustee. If the beneficiary consents to the treatment, the Independent Trustee may, in its absolute and unfettered discretion, pay the costs of treatment including directly to the provider of those services.

4. Resumption of Distributions. The Independent Trustee may resume other distributions to the beneficiary (and the beneficiary's other suspended rights will be restored) when, in the case of use or consumption of an illegal substance, examinations indicate no such use for 12 months and, in all cases, when the Independent Trustee in its discretion determines that the beneficiary is able to care for himself or herself and is able to manage his or her financial affairs.

5. Exoneration. No Independent Trustee (nor any doctor retained by the

Independent Trustee) will be responsible or liable to anyone for a beneficiary's actions or welfare. The Independent Trustee has no duty to inquire whether a beneficiary uses drugs or other substances as described in this Subparagraph II.B. The Independent Trustee (and any doctor retained by the Independent Trustee) is to be indemnified from the Trust estate and held harmless from any liability of any nature in exercising its judgment and authority under this Subparagraph II.B, including any failure to request a beneficiary to submit to medical examination, and including a decision to distribute amounts to a beneficiary.

6. Tax Savings Provision. Despite the provisions of this Subparagraph II.B, the Independent Trustee cannot suspend any mandatory distributions or withdrawal rights that are required for that trust to become or remain a Qualified Subchapter S Trust (unless the Independent Trustee elects for the trust to be an Electing Small Business Trust), or to qualify for any federal transfer tax exemption, deduction, or exclusion allowable with respect to that trust.

C. Income on Death of Beneficiary. Subject to the following Subparagraph captioned "Subchapter S Stock," and except as otherwise explicitly provided herein, upon the death of any principal beneficiary, all accrued or undistributed income of such deceased principal beneficiary's Trust shall pass with the principal of his or her Trust but shall remain income for trust accounting purposes.

D. Definitions. In this Agreement,

1. Children, Lineal Descendants. The terms "***child,***" "***children***" and "***lineal descendant***" mean only persons whose relationship to the ancestor designated is created entirely by or through (a) legitimate births occurring during the marriage of the joint biological parents to each other, (b) children and their lineal descendants arising from surrogate births and/or third party donors when (i) the child is raised from birth by a married couple through the pendency of such marriage, (ii) one of such couple is the designated ancestor, and (iii) to the best knowledge of the Trustee both members of such couple participated in the decision to have such child, and (c) lawful adoptions of minors under the age of twelve years. No such child or lineal descendant loses his or her status as such through adoption by another person. Notwithstanding the foregoing, for all purposes of this Trust and the dispositions made hereunder, my children shall only include TED S. BERNSTEIN, PAMELA B. SIMON, ELIOT BERNSTEIN, JILL IANTONI and LISA S. FRIEDSTEIN, and my lineal descendants shall include only said named individuals and their respective lineal descendants.

2. Code. "***Code***" means the Internal Revenue Code of 1986, as amended, and in referring to any particular provision of the Code, includes a reference to any equivalent or successor provision of a successor federal tax law.

3. Disabled. "***Disabled***" or being under "***Disability***" means, as to any applicable individual: (1) being under the age of 21 years, (2) having been adjudicated by a court of competent jurisdiction as mentally or physically incompetent or unable to manage his or her own property or personal affairs (or a substantially similar finding under applicable state or national law), or (3) being unable to properly manage his or her personal or financial affairs, or a trust estate hereunder as to a

Trustee hereunder, because of a mental or physical impairment (whether temporary or permanent in nature). A written certificate executed by an individual's attending physician or attending psychiatrist confirming that person's impairment will be sufficient evidence of Disability under item (3) above, and all persons may rely conclusively on such a certificate.

4. Needs Distributions. Payments to be made for a person's ***"Needs"*** means payments for such person's support, health (including lifetime residential or nursing home care), maintenance and education. However, the Trustee, based upon information reasonably available to it, shall make such payments for a person's Needs only to the extent such person's income, and funds available from others obligated to supply funds for such purposes (including, without limitation, pursuant to child support orders and agreements), are insufficient in its opinion for such purposes, and shall take into account such person's accustomed manner of living, age, health, marital status and any other factor it considers important. Income or principal to be paid for a person's Needs may be paid to such individual or applied by the Trustee directly for the benefit of such person. The Trustee may make a distribution or application authorized for a person's Needs even if such distribution or application substantially depletes or exhausts such person's trust, without any duty upon the Trustee to retain it for future use or for other persons who might otherwise benefit from such trust.

5. Per Stirpes. In a division "***per stirpes***" each generation shall be represented and counted whether or not it has a living member.

6. Related or Subordinate Party. A "***Related or Subordinate Party***" to a trust describes a beneficiary of the subject trust or a related or subordinate party to a beneficiary of the trust as the terms "related or subordinate party" are defined under Code Section 672(c).

7. Spouse. A person's "***spouse***" includes only a spouse then married to and living as husband and wife with him or her, or a spouse who was married to and living as husband and wife with him or her at his or her death. The following rules apply to each person who is a beneficiary or a permissible appointee under this Trust Agreement and who is married to a descendant of mine. Such a person will cease to be a beneficiary and will be excluded from the class of permissible appointees and distribution recipients upon:

a. the legal termination of the marriage to my descendant (whether before or after my death), or

b. the death of my descendant if a dissolution of marriage proceeding was pending when he or she died.

The Trust will be administered as if that person had died upon the happening of the terminating event described above.

8. Gender, Number. Where appropriate, words of any gender include all genders and the singular and plural are interchangeable.

E. **Powers of Appointment**. Property subject to a power of appointment shall be paid to, or retained by the Trustee or paid to any trustee under any will or trust agreement for the benefit of, such one or more permissible appointees, in such amounts and proportions, granting such interests, powers and powers of appointment, and upon such conditions including spendthrift provisions as the holder of such power (i) in the case of a power exercisable upon the death of such holder, appoints in his or her will or in a trust agreement revocable by him or her until his or her death, or (ii) in the case of a power exercisable during the life of such holder, appoints in a written instrument signed by such holder, two witnesses and a notary public, but in either case only if such will, trust agreement, or instrument specifically refers to such power.

F. **Limitations on Powers of Trustee**. Regardless of anything herein to the contrary, no Trustee shall make or participate in making any distribution of income or principal of a trust to or for the benefit of a beneficiary which would directly or indirectly discharge any legal obligation of such Trustee or a donor of such trust (as an individual) to support such beneficiary; and no Trustee shall make or participate in making any discretionary distribution of income or principal to or for the benefit of himself or herself other than for his or her Needs, including by reason of a determination to terminate a trust described herein.

G. **Presumption of Survivorship**. If any person shall be required to survive another person in order to take any interest under this Agreement, the former person shall be deemed to have predeceased the latter person, if such persons die under circumstances which make it difficult or impracticable to determine which one died first.

H. **Protective Provision**. No beneficiary of any Trust herein created shall have any right or power to anticipate, transfer, pledge, sell, alienate, assign or encumber in any way his or her interest in the income or principal of such trust. Furthermore, no creditor shall have the right to attach, lien, seize or levy upon the interest of the beneficiary in this Trust and such interest shall not be liable for or subject to the debts, liabilities or obligations of any such beneficiary or any claims against such beneficiary (whether voluntarily or involuntarily created), and the Trustee shall pay directly to or for the use or benefit of such beneficiary all income and principal to which such beneficiary is entitled, notwithstanding that such beneficiary has executed a pledge, assignment, encumbrance or in any other manner alienated or transferred his or her beneficial interest in the Trust to another. This paragraph shall not preclude the effective exercise of any power of appointment granted herein or the exercise of any disclaimer.

I. **Governing Law**. This Agreement is governed by the law of the State of Florida.

J. **Mandatory Notice Required by Florida Law.** The trustee of a trust may have duties and responsibilities in addition to those described in the instrument creating the trust. If you have questions, you should obtain legal advice.

K. Release of Medical Information.

1. Disability of Beneficiary. Upon the written request of the Independent Trustee (with or without the concurrence of co-Trustees) issued to any current income or principal beneficiary (including discretionary beneficiaries) for whom a determination of Disability is relevant to the administration of a trust hereunder and for whom a Trustee (with or without the concurrence of co-Trustees) desires to make such a determination, such beneficiary shall issue to all Trustees including Independent Trustees (who shall be identified thereon both by name to the extent known and by class description) a valid authorization under the Health Insurance Portability and Accountability Act of 1996 and any other applicable or successor law authorizing all health care providers and all medical sources of such requested beneficiary to release protected health information of the requested beneficiary to all such Trustees that is relevant to the determination of the Disability of the requested beneficiary as Disability is defined hereunder. The period of each such valid authorization shall be for six months (or the earlier death of the requested beneficiary). If such beneficiary (or his or her legal representative if such beneficiary is a minor or legally disabled) refuses within thirty days of receipt of the request to provide a valid authorization, or at any time revokes an authorization within its term, the Trustee shall treat such beneficiary as Disabled hereunder until such valid authorization is delivered.

2. Disability of Trustee. Upon the request to a Trustee, including myself and an Independent Trustee, that is an individual by (a) a co-Trustee, or if none, (b) the person or entity next designated to serve as a successor Trustee not under legal incapacity, or if none, (c) any adult current income or principal beneficiary not under legal incapacity, or in any event and at any time (d) a court of competent jurisdiction, such Trustee shall issue to such person and all persons, courts of competent jurisdiction, and entities (who shall be identified thereon both by name to the extent known and by class description), with authority hereunder to determine such requested Trustee's Disability, a valid authorization under the Health Insurance Portability and Accountability Act of 1996 and any other applicable or successor law authorizing all health care providers and all medical sources of such requested Trustee to release protected health information of the requested Trustee to such persons, courts and entities, that is relevant to the determination of the Disability of the requested Trustee as Disability is defined hereunder. The period of each such valid authorization shall be for six months (or the earlier death or resignation of the requested Trustee). If such requested Trustee refuses within thirty days of receipt of the request to deliver a valid authorization, or at any time revokes an authorization within its term, such requested Trustee shall thereupon be treated as having resigned as Trustee hereunder.

3. Authorization to Issue Certificate. All required authorizations under this paragraph shall include the power of a physician or psychiatrist to issue a written certificate to the appropriate persons or entities as provided in paragraph II.D.3 hereof.

ARTICLE III. FIDUCIARIES

A. Powers of the Trustee. The Trustee has the powers now or hereafter provided by law and the following powers exercisable without court approval, provided, however, that the Trustee shall

exercise all powers in a fiduciary capacity:

1. Investments. To sell or exchange at public or private sale and on credit or otherwise, with or without security, and to lease for any term or perpetually, any property, real and personal, at any time forming a part of the trust estate (the ***"estate"***); to grant and exercise options to buy or sell; to make purchases from my estate, any trust established by me during my lifetime, for full and adequate consideration and to make loans to my estate for adequate and reasonable interest and security, and the Trustee is expressly authorized to purchase stock and securities for adequate and full consideration owned by my estate, any trust established by me during my lifetime, whether such stock and securities are issued by closely held corporations or publicly traded corporations; to invest or reinvest in real or personal property of every kind, description and location; and to receive and retain any such property whether originally a part of any trust herein created or subsequently acquired, even if the Trustee is personally interested in such property, and without liability for any decline in the value thereof; all without limitation by any statutes or judicial decisions whenever enacted or announced, regulating investments or requiring diversification of investments, it being my intention to give the broadest investment powers and discretion to the Trustee. Any bank, trust company, or other corporate trustee serving hereunder as Trustee is authorized to invest in its own common trust funds.

2. Special Investments. The Trustee is expressly authorized (but not directed) to retain, make, hold, and dispose of investments not regarded as traditional for trusts, including interests or investments in privately held business and investment entities and enterprises, including without limitation stock in closely held corporations, limited partnership interests, joint venture interests, mutual funds, business trust interests, and limited liability company membership interests, notwithstanding (a) any applicable prudent investor rule or variation thereof, (b) common law or statutory diversification requirements (it being my intent that no such duty to diversify shall exist) (c) a lack of current cash flow therefrom, (d) the presence of any risk or speculative elements as compared to other available investments (it being my intent that the Trustee have sole and absolute discretion in determining what constitutes acceptable risk and what constitutes proper investment strategy), (e) lack of a reasonable rate of return, (f) risks to the preservation of principal, (g) violation of a Trustee's duty of impartiality as to different beneficiaries (it being my intent that no such duty exists for this purpose), and (h) similar limitations on investment under this Agreement or under law pertaining to investments that may or should be made by a Trustee (including without limitation the provisions of Fla.Stats. §518.11 and successor provisions thereto that would characterize such investments as forbidden, imprudent, improper or unlawful). The Trustee shall not be responsible to any trust created hereunder or the beneficiaries thereof for any loss resulting from any such authorized investment, including without limitation loss engendered by the higher risk element of that particular entity, investment, or enterprise, the failure to invest in more conservative investments, the failure to diversify trust assets, the prudent investor rule or variant thereof. Notwithstanding any provisions for distributions to beneficiaries hereunder, if the Trustee determines that the future potential investment return from any illiquid or closely held investment asset warrants the retention of that investment asset or that sufficient value could not be obtained from the sale or other disposition of an illiquid or closely held investment asset, the Trustee is authorized to retain that asset and if necessary reduce the distributions to beneficiaries due to lack of sufficient liquid or marketable assets. However, the preceding provisions of this Subparagraph shall not

reduce any income distributions otherwise required hereunder for a "qualified subchapter S trust" as that term is defined in Code Section 1361(d)(3).

3. Distributions. To make any division or distribution pro rata or non-pro rata, in cash or in kind, and to allocate undivided interests in property and dissimilar property (without regard to its tax basis) to different shares.

4. Management. To manage, develop, improve, partition or change the character of an asset or interest in property at any time; and to make ordinary and extraordinary repairs, replacements, alterations and improvements, structural or otherwise.

5. Borrowing. To borrow money from anyone on commercially reasonable terms, including entities owned in whole or in part by the trust, a Trustee, beneficiaries and other persons who may have a direct or indirect interest in a Trust; and to mortgage, margin, encumber and pledge real and personal property of a trust as security for the payment thereof, without incurring any personal liability thereon and to do so for a term within or extending beyond the terms of the trust and to renew, modify or extend existing borrowing on similar or different terms and with the same or different security without incurring any personal liability; and such borrowing from a Trustee may be with or without interest, and may be secured with a lien on trust assets.

6. Lending. To extend, modify or waive the terms of any obligation, bond or mortgage at any time forming a part of a trust and to foreclose any such mortgage; accept a conveyance of encumbered property, and take title to the property securing it by deed in lieu of foreclosure or otherwise and to satisfy or not satisfy the indebtedness securing said property; to protect or redeem any such property from forfeiture for nonpayment of taxes or other lien; generally, to exercise as to such bond, obligation or mortgage all powers that an absolute owner might exercise; and to loan funds to beneficiaries at commercially reasonable rates, terms and conditions.

7. Abandonment of Property. To abandon any property or asset when it is valueless or so encumbered or in such condition that it is of no benefit to a trust. To abstain from the payment of taxes, liens, rents, assessments, or repairs on such property and/or permit such property to be lost by tax sale, foreclosure or other proceeding or by conveyance for nominal or no consideration to anyone including a charity or by escheat to a state; all without personal liability incurred therefor.

8. Real Property Matters. To subdivide, develop or partition real estate; to purchase or sell real property and to enter into contracts to do the same; to dedicate the same to public use; to make or obtain the location of any plats; to adjust boundaries; to adjust differences in valuations on exchange or partition by giving or receiving consideration; and, to grant easements with or without consideration as the Trustee may determine; and to demolish any building, structures, walls and improvements, or to erect new buildings, structures, walls and improvements and to insure against fire and other risks; and to protect and conserve, or to lease, or to encumber, or otherwise to manage and dispose of the real property to the extent such power is not otherwise granted herein or otherwise restricted herein.

9. Claims. To enforce, compromise, adjust, arbitrate, release or otherwise settle or pay any claims or demands by or against a trust.

10. Business Entities. To deal with any business entity or enterprise even if a Trustee is or may be a fiduciary of or own interests in said business entity or enterprise, whether operated in the form of a corporation, partnership, business trust, limited liability company, joint venture, sole proprietorship, or other form (all of which business entities and enterprises are referred to herein as "***Business Entities***"). I vest the Trustee with the following powers and authority in regard to Business Entities:

a. To retain and continue to operate a Business Entity for such period as the Trustee deems advisable;

b. To control, direct and manage the Business Entities. In this connection, the Trustee, in its sole discretion, shall determine the manner and extent of its active participation in the operation and may delegate all or any part of its power to supervise and operate to such person or persons as the Trustee may select, including any associate, partner, officer or employee of the Business Entity;

c. To hire and discharge officers and employees, fix their compensation and define their duties; and similarly to employ, compensate and discharge agents, attorneys, consultants, accountants, and such other representatives as the Trustee may deem appropriate; including the right to employ any beneficiary or fiduciary in any of the foregoing capacities;

d. To invest funds in the Business Entities, to pledge other assets of a trust as security for loans made to the Business Entities, and to lend funds from a trust to the Business Entities;

e. To organize one or more Business Entities under the laws of this or any other state or country and to transfer thereto all or any part of the Business Entities or other property of a trust, and to receive in exchange such stocks, bonds, partnership and member interests, and such other securities or interests as the Trustee may deem advisable;

f. To treat Business Entities as separate from a trust. In a Trustee's accounting to any beneficiary, the Trustee shall only be required to report the earnings and condition of the Business Entities in accordance with standard business accounting practice;

g. To retain in Business Entities such net earnings for working capital and other purposes of the Business Entities as the Trustee may deem advisable in conformity with sound business practice;

h. To sell or liquidate all or any part of the Business Entities at such time and price and upon such terms and conditions (including credit) as the Trustee may determine. My Trustee is specifically authorised and empowered to make such sale to any person, including any partner, officer,

or employee of the Business Entities, a fiduciary, or to any beneficiary; and

i. To guaranty the obligations of the Business Entities, or pledge assets of a trust to secure such a guaranty.

11. Principal and Income. To allocate items of income or expense between income and principal as permitted or provided by the laws of the State of Florida, provided, unless otherwise provided in this instrument, the Trustee shall establish out of income and credit to principal reasonable reserves for depreciation, obsolescence and depletion, determined to be equitable and fair in accordance with some recognized reasonable and preferably uncomplicated trust accounting principle and; provided, further that the Trustee shall not be required to provide a rate of return on unproductive property unless otherwise provided in this instrument.

12. Life Insurance. The Trustee (or the Independent Trustee if I am serving as Trustee or if a Related or Subordinate Party is serving as Trustee) is authorized to purchase one or more life insurance policies on my life, the life of any beneficiary described herein, or any spouse or lineal ascendant or lineal descendant of myself or such beneficiaries. The following provisions shall apply with respect to any insurance policies constituting an asset of any trust herein created:

a. General Powers. The Trustee shall have the power to pay premiums; to apply dividends in reduction of such premiums; to borrow against the cash values thereof; to convert such policies into other forms of insurance, including paid-up insurance; to exercise any settlement options provided in any such policies; to receive the proceeds of any policy upon its maturity and to administer such proceeds as part of the principal of the trust; and in general, to exercise all other options, benefits, rights and privileges under such policies; provided, however, no Trustee other than a sole Trustee may exercise any incidents of ownership with respect to policies of insurance insuring the Trustee's own life.

b. Payment of Premiums. The Trustee shall be under no obligation to pay the premiums which may become due and payable under the provisions of any policy of insurance subject to this trust, or to make certain that such premiums are paid by myself or any other person, or to notify any persons of the nonpayment of such premiums, and it shall be under no responsibility or liability of any kind in case such premiums are not paid, except that it shall apply any dividends received by it on such policy to the payment of premiums thereon. Upon notice at any time during the continuance of this trust that the premiums due upon such policies are in default, or that premiums to become due will not be paid, either by myself or by any other person, the Trustee, within its sole discretion, may apply any cash values attributable to such policy to the purchase of paid-up insurance or of extended term insurance, or may borrow upon such policy for the payment of premiums due thereon or may accept the cash values of such policy upon its forfeiture. If facts shall occur, under the terms of the policy which shall enable a waiver of the payment of future premiums, the Trustee, upon receipt of written notice of such facts, shall promptly notify the insurance company which has issued such policy, and shall take any and all steps necessary to make such waiver of premium provision effective.

c. Collection of Proceeds. Upon the death of an insured the proceeds of the insurance policies insuring that life which are then subject to this trust shall be collected by the Trustee. The Trustee shall have full authority to take any action with regard to the collection that it deems best and to pay any expenses thereof out of the trust estate. However, it shall not be required to enter into or maintain any litigation to enforce payment of such policies until it shall have been indemnified to its satisfaction against all expenses and liabilities to which it might, in its judgment, be subjected by any such action on its part. The Trustee shall have full authority to make any compromise or settlement with respect to any such policies and to give to all insurance companies the necessary and proper releases and acquittances in full discharge of all their liabilities under such policies. Only the net proceeds of insurance policies subject to this trust shall be collected by the Trustee.

d. Liability of Insurance Company. No insurance company, whose policies shall be subject to this trust and who shall make payment of the proceeds thereof to the Trustee, shall be required to inquire into or take notice of any of the terms or conditions of this trust or to see to the application or disposition of the proceeds of such policies. The receipt of the Trustee to any such insurance company shall be effectual to release and discharge it for any payment so made and shall be binding upon every beneficiary of the trusts herein created.

13. Continuing Power. To continue to have or exercise, after the termination of a trust, in whole or in part, and until final distribution thereof, all title, power, discretions, rights and duties conferred or imposed upon the Trustee by law or by this Agreement or during the existence of the trust.

14. Exoneration. To provide for the exoneration of the Trustee from any personal liability on account of any arrangement or contract entered into in a fiduciary capacity.

15. Agreements. To comply with, amend, modify or rescind any agreement made during my lifetime, including those regarding the disposition, management or continuation of any closely held unincorporated business, corporation, partnership or joint venture, and including the power to complete contracts to purchase and sell real estate.

16. Voting. To vote and give proxies, with power of substitution to vote, stocks, bonds and other securities, or not to vote a security.

17. Combination of Shares. To hold the several shares of a trust or several Trusts as a common fund, dividing the income proportionately among them, to assign undivided interests to the several shares or Trusts, and to make joint investments of the funds belonging to them. For such purposes and insofar as may be practicable, the Trustee, to the extent that division of the trust estate is directed hereby, may administer the trust estate physically undivided until actual division thereof becomes necessary to make distributions. The Trustee may hold, manage, invest and account for whole or fractional trust shares as a single estate, making the division thereof by appropriate entries in the books of account only, and may allocate to each whole or fractional trust share its proportionate part of all receipts and expenses; provided, however, this carrying of several Trusts as a single estate shall not defer the vesting in possession of any whole or fractional share of a trust for the beneficiaries thereof at

the times specified herein.

18. Reimbursement. To reimburse itself from a trust for reasonable expenses incurred in the administration thereof.

19. Reliance Upon Communication. To rely, in acting under a trust, upon any letter, notice, certificate, report, statement, document or other paper, or upon any telephone, telegraph, cable, wireless or radio message, if believed by the Trustee to be genuine, and to be signed, sealed, acknowledged, presented, sent, delivered or given by or on behalf of the proper person, firm or corporation, without incurring liability for any action or inaction based thereon.

20. Assumptions. To assume, in the absence of written notice to the contrary from the person or persons concerned, that a fact or an event, by reason of which an interest or estate under a trust shall commence or terminate, does not exist or has not occurred, without incurring liability for any action or inaction based upon such assumption.

21. Removal of Assets. The Trustee may remove from the domiciliary state during the entire duration of a trust or for such lesser period as it may deem advisable, any cash, securities or other property at any time in its hands whether principal or not, and to take and keep the same outside the domiciliary state and at such place or places within or outside the borders of the United States as it may determine, without in any event being chargeable for any loss or depreciation to the trust which may result therefrom.

22. Change of Situs. The situs and/or applicable law of any trust created hereunder may be transferred to such other place as the Trustee may deem to be for the best interests of the trust estate. In so doing, the Trustee may resign and appoint successor Trustees, but may remove such successor Trustees so appointed and appoint others. Each successor Trustee may delegate any and all fiduciary powers, discretionary and ministerial, to the appointing Trustee as its agent.

23. Fiduciary Outside Domiciliary State. In the event no Trustee shall be able and willing to act as Trustee with respect to any property located outside the domiciliary state, the Trustee, without order of court, may appoint another individual or corporation (including any employee or agent of any Trustee) to act as Trustee with respect to such property. Such appointed Trustee shall have all of the powers and discretions with respect to such property as are given to the appointing Trustee with respect to the trust. The appointing Trustee may remove such appointed Trustee and appoint another upon ten (10) days notice in writing. All income from such property, and if such property is sold, exchanged or otherwise disposed of, the proceeds thereof, shall be remitted to the appointing Trustee, to be held and administered by it as Trustee hereunder. Such appointed Trustee may employ the appointing Trustee as agent in the administration of such property. No surety shall be required of any Trustee or agent acting under the provisions of this paragraph. No periodic court or statutory accounting shall be required of such appointed Trustee.

24. Additions. To receive and accept additions to the Trusts in cash or in kind from

donors, Personal Representatives, administrators, Trustees or attorneys in fact, including additions of my property by the Trustee or others as my attorneys in fact.

25. Title and Possession. To have title to and possession of all real or personal property held in the Trusts, and to register or hold title to such property in its own names or in the name of its nominee, without disclosing its fiduciary capacity, or in bearer form.

26. Agents. To employ persons, including attorneys, auditors, investment advisers, and agents, even if they are the Trustee or associated with the Trustee, to advise or assist the Trustee in the performance of its administrative duties and to pay compensation and costs incurred in connection with such employment from the assets of the Trust; to act without independent investigation upon their recommendations; and, instead of acting personally, to employ one or more agents to perform any act of administration, whether or not discretionary.

27. Tax Elections. To file tax returns, and to exercise all tax-related elections and options at its discretion, without compensating adjustments or reimbursements between any of the Trusts or any of the trust accounts or any beneficiaries.

28. Tax Reimbursement. To pay, from time to time in the Independent Trustee's sole and absolute discretion, to me or the Personal Representatives of my estate, on a cumulative basis as may be necessary, such amounts as I or my Personal Representatives shall certify as is necessary to discharge my tax liability (whether federal, state or otherwise) in respect of income realized by the Trust and not distributed to me; provided, however, this authority shall only be exercised by the Independent Trustee hereunder, and I shall not make or participate in making any discretionary distribution pursuant to this Subparagraph. The Independent Trustee shall have no obligation to reimburse me for any income taxes imposed on me by law and paid by me on Trust income or gains.

If I am serving as Trustee hereunder or if a Related or Subordinate Party is serving as Trustee hereunder, any powers and discretions provided under this Subparagraph III.A. to the Trustee that would result in gross estate inclusion of assets of this Trust under Code §§ 2036, 2038, or 2042, or successor provisions thereto, shall not be exercisable by me or such related or subordinate Trustee, and shall be exercisable only by the other Trustees who are not related or subordinate to me, or if none, by the Independent Trustee.

B. Resignation or Removal. The Trustee may resign with or without cause, by giving written notice, specifying the effective date of such resignation to his or her successor Trustee and to the current income beneficiaries, at the time of giving notice. I (or my spouse if she is serving as sole Trustee) reserve the right to remove a Trustee or co-Trustee from office, with or without cause, by giving written notice, specifying the effective date of such resignation to the removed Trustee, to his or her successor Trustee, and to the current income beneficiaries. Upon the resignation or removal of a Trustee, such Trustee shall be entitled to reimbursement from the Trust for all reasonable expenses incurred in the settlement of accounts and in the transfer of assets to his or her successor. For purposes of this Subparagraph, the Trustee shall include the Independent Trustee.

C. Appointment of Successor Trustee.

1. Appointment. Upon a Trustee's resignation (including the Independent Trustee), or if a Trustee becomes Disabled or for any reason ceases to serve as Trustee (including the Independent Trustee), I (or my spouse if she is serving as sole Trustee) may appoint any person or persons as successor Trustee, co-Trustee or Independent Trustee, and in the case of the Independent Trustee it shall not be a Related or Subordinate Party, nor a person related or subordinate to me within the meaning of Code Section 672(c), the Treasury Regulations issued thereunder, and successor provisions thereto. Notwithstanding the foregoing, if a named Trustee is not a U.S. citizen or resident at the time of commencement of his term as Trustee, such Trustee should give due consideration to declining to serve to avoid potential adverse U.S. income tax consequences by reason of the characterization of a trust hereunder as a foreign trust under the Code, but shall not be construed to have any duty to so decline if such Trustee desires to serve. There shall always be a Trustee and an Independent Trustee serving hereunder, provided that the same person or entity may serve in both capacities.

2. Specific Trusts. Notwithstanding the preceding provisions of this Subparagraph III.C, subsequent to the death of the survivor of my spouse and me, I specifically appoint the following person or persons as Trustee of the following Trusts:

a. Trustee of Separate Trusts for My Lineal Descendants. With regard to a separate trust held for a lineal descendant of mine hereunder under which such lineal descendant is the principal beneficiary, each such lineal descendant of mine shall serve as co-Trustee with the then serving Trustee upon attaining age thirty (30) years, and each such lineal descendant shall serve as sole Trustee upon attaining age thirty-five (35) years, provided, however, that there shall always be an Independent Trustee serving of such separate trust. While serving as sole Trustee, a lineal descendant of mine may designate an co-Trustee to serve with such lineal descendant and each such lineal descendant may remove and/or replace such co-Trustee with another from time to time.

b. Trustee of Separate Trust for a Spouse of a Lineal Descendant of Mine. A corporate fiduciary shall serve as Trustee and Independent Trustee of any separate trust held for the benefit of a spouse of a lineal descendant of mine. Such corporate fiduciary shall be an entity with trust powers under state law and no less than One Billion ($1,000,000,000.00) Dollars under trust management (itself and its affiliates).

3. Successor Trustees Not Provided For. Whenever a successor Trustee or co-Trustee (including the Independent Trustee) is required and no successor or other functioning mechanism for succession is provided for under the terms of this Trust Agreement , the last serving Trustee (or Independent Trustee, as the case may be) or the last person or entity designated to serve as Trustee of the applicable trust (or Independent Trustee, as the case may be) may appoint his or her successor, and if none is so appointed, the following persons shall appoint a successor Trustee or Independent Trustee (who may be one of the persons making the appointment if over the age of thirty years):

a. The remaining Trustees, if any; otherwise,

b. The principal beneficiary or the spouse of a principal beneficiary for whom a separate trust is held.

The appointment shall be by a written document executed by such person in the presence of two witnesses and acknowledged before a notary public delivered to the appointed Trustee and to me if I am living and not Disabled or in a valid last Will.

4. Power to Remove Trustee. Subsequent to the death of the survivor of my spouse and me, the age 35 or older principal beneficiary of a Trust, or the spouse of a principal beneficiary for whom a separate trust is held, shall have the power to unanimously remove a Trustee, co-Trustee or Independent Trustee of such Trust at any time with or without cause other than a successor Trustee or Independent Trustee appointed by me or my spouse at death under our last Wills, with the successor Trustee or Independent Trustee to be determined in accordance with the foregoing provisions.

D. Method of Appointment of Trustee. Any such appointment of a successor Trustee by a person shall be made in a written instrument executed by such person in the presence of two witnesses and acknowledged before a notary public which is delivered to such appointed Trustee during the lifetime of the person making such appointment, or any such appointment of a successor Trustee by a person may be made under the last Will of such person.

E. Successor Fiduciaries. No Trustee is responsible for, nor has any duty to inquire into, the administration, acts or omissions of any executor, administrator, Personal Representative, or trustee or attorney-in-fact adding property to these Trusts, or of any predecessor Trustee. Each successor Trustee has all the powers, privileges, immunities, rights and title (without the execution of any instrument of transfer or any other act by any retiring Trustee) and all the duties of all predecessors.

F. Liability and Indemnification of Trustee.

1. Liability in General. No individual Trustee (that is, a Trustee that is not a corporation or other entity) shall be liable for any of his or her actions or failures to act as Trustee, even if the individual Trustee is found by a court to have been negligent or in breach of fiduciary duty, except for liability caused by his or her actions or failures to act done in bad faith or with reckless indifference to the purposes of the trust or the interests of the beneficiaries. Each Trustee that is a corporation or other entity will be liable for its actions or failures to act that are negligent or that breach its fiduciary duty, without contribution by any individual Trustee.

2. Indemnification of Trustee. Except in regard to liabilities imposed on a Trustee under the preceding paragraph, each Trustee shall be held harmless and indemnified from the assets of the trust for any liability, damages, attorney's fees, expenses, and costs incurred as a result of its service as Trustee. A Trustee who ceases to serve for any reason will be entitled to receive reasonable security from the assets of the trust to protect it from liability, and may enforce these provisions for

indemnification against the current Trustee or against any assets held in the trust, or if the former Trustee is an individual and not a corporation or other entity, against any beneficiary to the extent of distributions received by that beneficiary. This indemnification right extends to the estate, Personal Representatives, legal successors and assigns of a Trustee.

3. Indemnification of Trustee - Additional Provisions. I recognize that if a beneficiary accuses a Trustee of wrongdoing or breach of fiduciary duty, the Trustee may have a conflict of interest that ordinarily would prevent it from paying legal fees and costs from the trust estate to defend itself. I do not want to put a financial burden on any individual named to serve as a Trustee. Just as important, I do not want an individual who has been selected to serve as a Trustee to be reluctant to accept the position, or while serving to be intimidated in the performance of the Trustee's duties because of the threats of lawsuits that might force the Trustee to pay fees and costs from the Trustee's personal resources. For this reason, I deliberately and intentionally waive any such conflict of interest with respect to any individual serving as Trustee so that he or she can hire counsel to defend himself or herself against allegations of wrongdoing or if sued for any reason (whether by a beneficiary or by someone else) and pay all fees and costs for his or her defense from the trust estate until the dispute is resolved. I understand and agree that a court may award, disallow or allocate fees and costs in whole or in part after the dispute is resolved, as provided by law. The Trustee will account for all such fees and costs paid by it as provided by law. This provision shall not apply to any Trustee that is a corporation or other entity.

G. Compensation, Bond. Each Trustee is entitled to be paid reasonable compensation for services rendered in the administration of the Trust. Reasonable compensation for a non-individual Trustee will be its published fee schedule in effect when its services are rendered unless otherwise agreed in writing, and except as follows. Any fees paid to a non-individual Trustee for making principal distributions, for termination of the trust, and upon termination of its services must be based solely on the value of its services rendered, not on the value of the trust principal. During my lifetime the Trustee's fees are to be charged wholly against income (to the extent sufficient), unless directed otherwise by me in writing. Each Trustee shall serve without bond.

H. Maintenance of Records. The Trustee shall maintain accurate accounts and records. It shall render annual statements of the receipts and disbursements of income and principal of a Trust upon the written request of any adult vested beneficiary of such Trust or the guardian of the person of any vested beneficiary and the approval of such beneficiary shall be binding upon all persons then or thereafter interested in such Trust as to the matters and transactions shown on such statement. The Trustee may at any time apply for a judicial settlement of any account. No Trustee shall be required to file any statutory or other periodic accountings of the administration of a Trust.

I. Interested Trustee. The Trustee may act under this Agreement even if interested in these Trusts in an individual capacity, as a fiduciary of another trust or estate (including my estate) or in any other capacity. The Trustee may in good faith enter into a sale, encumbrance, or other transaction involving the investment or management of trust property for the Trustee's own personal account or which is otherwise affected by a conflict between the Trustee's fiduciary and personal interests, without liability and without being voidable by a beneficiary. The Trustee is specifically authorized to make

loans to, to receive loans from, or to sell, purchase or exchange assets in a transaction with (i) the Trustee's spouse, (ii) the Trustee's children or grandchildren, siblings, parents, or spouses of such persons, (iii) an officer, director, employee, agent, or attorney of the Trustee, or (iv) a corporation, partnership, limited liability company, or other business entity in which the Trustee has a financial interest, provided that in any transaction the trusts hereunder receive fair and adequate consideration in money or money's worth. The Trustee may renounce any interest or expectancy of a trust in, or an opportunity to participate in, specified business opportunities or specified classes or categories of business opportunities that are presented to the Trustee. Such renunciation shall not prohibit the Trustee from participating in the Trustee's individual capacity in such opportunity or expectancy.

J. Third Parties. No one dealing with the Trustee need inquire into its authority or its application of property.

K. Merger of Trusts. If the Trustee is also trustee of a trust established by myself or another person by will or trust agreement, the beneficiaries to whom income and principal may then be paid and then operative terms of which are substantially the same as those of a Trust held under this Agreement, the Trustee in its discretion may merge either such trust into the other trust. The Trustee, in exercising its discretion, shall consider economy of administration, convenience to the beneficiaries, tax consequences and any other factor it considers important. If it is later necessary to reestablish the merged trust as separate trusts, it shall be divided proportionately to the value of each trust at the time of merger.

L. Multiple Trustees. Except as specifically provided herein as to the allocation of powers or discretion of the Independent Trustee, if two Trustees are serving at any time, any power or discretion of the Trustees may be exercised only by their joint agreement. Either Trustee may delegate to the other Trustee the authority to act on behalf of both Trustees and to exercise any power held by the Trustees. If more than two Trustees are serving at any time, and unless unanimous agreement is specifically required by the terms of this Trust Agreement, any power or discretion of the Trustees may be exercised only by a majority. The Trustees may delegate to any one or more of themselves the authority to act on behalf of all the Trustees and to exercise any power held by the Trustees. Trustees who consent to the delegation of authority to other Trustees will be liable for the consequences of the actions of those other Trustees as if the consenting Trustees had joined the other Trustees in performing those actions. A dissenting Trustee who did not consent to the delegation of authority to another Trustee and who has not joined in the exercise of a power or discretion cannot be held liable for the consequences of the exercise. A dissenting Trustee who joins only at the direction of the majority will not be liable for the consequences of the exercise if the dissent is expressed in writing delivered to any of the other Trustees before the exercise of that power or discretion.

ARTICLE IV. INDEPENDENT TRUSTEE

A. In General. The Independent Trustee shall have only those duties, obligations, and powers hereunder expressly provided to it, and the Trustee shall not participate in any affirmative duties

provided to the Independent Trustee. Otherwise, the provisions hereunder applicable to the Trustee shall be applicable also to the Independent Trustee except where the context differentiates between a Trustee and an Independent Trustee, including without limitation provisions relating to liability and indemnification of trustees. In the event of any conflict between the powers granted hereunder to both the Trustee and the Independent Trustee, the powers of the Independent Trustee shall have priority over the Trustee. Thus, for example, if the Independent Trustee determines to invest in a Closely Held Interest, such investment is permissible notwithstanding that it reduces the assets available for other investments by the Trustee.

B. **Who May Serve**. Notwithstanding any other provisions of this Trust Agreement to the contrary, including without limitation powers in myself or others to appoint additional or successor Trustees or Independent Trustees, at no time shall a person or entity serve as an Independent Trustee hereunder if such person or entity is a Related or Subordinate Party or is related or subordinate to me within the meaning of Code Section 672(c), the Treasury Regulations issued thereunder, and successor provisions thereto, nor shall I be eligible to serve.

C. **Limited Power of Amendment.**

1. Amendment Power. In the case of each separate Trust at any time in existence hereunder, such Trust's then Independent Trustee, other than any (i) who has ever made a gift transfer to such trust, or (ii) who is prohibited by the provisions of Subparagraph IV.C.2 below from participating in the amendment involved, from time to time may, notwithstanding any other provision of this instrument, amend or restate this instrument, including its dispositive, administrative and other provisions of all kinds, in order to permit the Trustees hereunder (including the Independent Trustee):

a. To address tax and/or other circumstantial changes that may affect such Trust and/or its beneficiaries,

b. To take advantage of changed trust drafting approaches to address potential trust problems, and/or

c. To remove from the governing trust instrument any provisions which have become "deadwood" (i.e., no longer operative in the ongoing administration of such trust due to changed circumstances)

with respect to (i) such Trust, and (ii) all trusts that are subsequently to come into existence under this instrument to hold part or all of the assets of such Trust, in whatever way or ways, such Independent Trustee, in the exercise of its sole discretion, may deem appropriate in the best interests, as interpreted by such Independent Trustee alone, of the principal beneficiary of such Trust(s) and of each such principal beneficiary's family as a whole. Such Independent Trustee shall be guided by what, in the sole judgment of such Independent Trustee alone, would apparently be my original intent hereunder in the light of the changed circumstances. This power of amendment shall include, by way of example and not limitation, the power to:

d. Grant, reduce or eliminate general (as defined in Code Section 2041) and special powers of appointment with respect to part or all of any trust property (such powers may be made subject to any conditions or consents and limited to such objects as may be described in the grant or reduction of each power);

e. Add mandatory distribution or set aside provisions for one or more beneficiaries or permissible distributees;

f. Divide a Trust into separate trusts or merge separate trusts together;

g. Provide for the creation of one or more separate subaccounts (equivalent to a separate trust) in any Trust hereunder with respect to which such subaccounts are more restrictive or other administrative or dispositive provisions are made applicable in order to permit some or all of the properties or interests that may at any time be held in or allocable to that Trust to be segregated and transferred to that subaccount to achieve some tax or other benefit that would otherwise not be available to such property or interest or to the principal beneficiary or one or more of the other current beneficiaries of that Trust (such as, by way of example and not limitation, to permit (i) such property, interest or beneficiary to qualify for some governmental or tax benefit, generation-skipping transfer tax exemption or Code Section 2032A election, or (ii) a disclaimer to be made; and

h. Restrict in any way, revocably or irrevocably, the future exercise of any power held by any beneficiaries, myself, and/or a Trustee (including Independent Trustee) hereunder.

2. Limitations on Amendment Power. Notwithstanding the foregoing, however, under no circumstances shall any such amendment:

a. Extend the period of any such trust's existence beyond the already applicable rule against perpetuities limitation period specified in Subparagraph I.G;

b. Diminish in any way (that is not controlled by the beneficiary) any enforceable right any beneficiary may already have (under the then terms of this instrument) to receive the income of any trust, currently or at any time in the future (but, to the extent an amendment benefits or grants a power to a current beneficiary of any trust, it may diminish the rights of one or more beneficiaries to receive in the future the income of that trust or of any trust subsequently to come into existence to hold part or all of the assets of that trust);

c. Reduce in any way the restrictions and limitations on or liabilities of (i) myself hereunder, including without limitation Subparagraph I.A or as a fiduciary as set forth in Subparagraph III.F, or (ii) this Article IV. This shall not be interpreted to limit the ability of the Independent Trustee to increase such restrictions, limitations and liabilities;

d. Result in any direct or indirect financial benefit to anyone who is not presently or in the future a lineal descendant of mine or the spouse of lineal descendant of mine while

married to a lineal descendant of mine;

e. Make any change that would have the effect of disqualifying any such trust insofar as such trust, prior to such amendment, otherwise qualified for and was in fact already taking advantage of, while such advantage otherwise will continue, (i) any exemption from a surviving spouse's elective right or from any creditor's right to levy on any beneficiary's interest in any such trust, or (ii) any substantial deduction, credit, exclusion or other tax benefit (such as any charitable deduction, any annual gift tax exclusion, Code Section 2032A election, a generation-skipping tax exemption, the opportunity to be a stockholder in an S corporation without adversely affecting the S election of such corporation, a significant grandfathered status under some changed law, and so on).

3. Method of Amendment. Any such amendment shall be by written instrument, executed by such amending Independent Trustee with all the formalities of a deed, setting forth the trust or trusts hereunder to which the amendment applies and the effective date of such amendment.

ARTICLE V. ADDITIONAL TAX MATTERS

A. GST Trusts. I direct (a) that the Trustee shall divide any Trust to which there is allocated any GST exemption into two separate Trusts (each subject to the provisions hereof) so that the generation-skipping tax inclusion ratio of one such Trust is zero, (b) any property exempt from generation-skipping taxation shall be divided as otherwise provided herein and held for the same persons designated in Trusts separate from any property then also so divided which is not exempt from generation-skipping taxation, and (c) if upon the death of a beneficiary a taxable termination would otherwise occur with respect to any property held in Trust for him or her with an inclusion ratio greater than zero, such beneficiary shall have with respect only to such property a power to appoint such fractional share thereof which if included in such beneficiary's gross estate for federal estate tax purposes (without allowing any deduction with respect to such share) would not be taxed at the highest federal estate tax rate and such fractional share of such property shall be distributed to such persons including only such beneficiary's estate, spouse, and issue, as such beneficiary may appoint, and any part of a Trust such beneficiary does not effectively appoint shall be treated as otherwise provided for disposition upon his or her death, provided, if upon his or her death two or more Trusts for his or her benefit are directed to be divided among and held or distributed for the same persons and the generation-skipping tax inclusion ratio of any such Trust is zero, the amount of any other such Trust to which there is allocated any of such beneficiary's GST exemption shall be added to the Trusts with generation-skipping tax inclusion ratios of zero in equal shares.

I request (but do not require) that if two or more Trusts are held hereunder for any person, no principal be paid to such person from the Trusts with the lower inclusion ratios for generation-skipping tax purposes unless the Trust with the highest inclusion ratio has been exhausted by use, consumption, distribution or otherwise or is not reasonably available. For purposes of funding any pecuniary payment or trust division to which there is allocated any GST exemption, such payment or trust division allocation shall be satisfied with cash or property which fairly represents appreciation and depreciation

(occurring between the valuation date and the date of distribution) in all of the assets from which such distribution or allocation could be made, and any pecuniary payment made before a residual transfer of property to which any GST exemption is allocated shall be satisfied with cash or property which fairly represents appreciation and depreciation (occurring between the valuation date and the date of distribution) in all of the assets from which such pecuniary payment could be satisfied and shall be allocated a pro rata share of income earned by all such assets between the valuation date and the date of payment. The valuation date with respect to any property shall be the date as of which its value is determined for federal estate tax purposes with respect to the transferor thereof, and subject to the foregoing, property distributed in kind in satisfaction of any pecuniary payment shall be selected on the basis of the value of such property on the valuation date. All terms used in this paragraph which are defined or explained in Chapter 13 of the Code shall have the same meaning when used herein. The Trustee is authorized and directed to comply with the provisions of the Treasury Regulations interpreting the generation skipping tax provisions of the Code in severing or combining any trust, creating or combining separate trust shares, allocating GST exemption, or otherwise, as necessary to best accomplish the foregoing allocations, inclusion ratios, combinations, and divisions, including, without limitation, the payment of "appropriate interest" as determined by the Trustee as that term is applied and used in said Regulations.

B. **Individual Retirement Accounts**. In the event that this Trust or any trust created under this Agreement is the beneficiary of an Individual retirement account established and maintained under Code Section 408 or a qualified pension, profit sharing or stock bonus plan established and maintained under Code Section 401 (referred to in this paragraph as "IRA"), the following provisions shall apply to such trust:

1. I intend that the beneficiaries of such trust shall be beneficiaries within the meaning of Code Section 401(a)(9) and the Treasury Regulations thereunder. All provisions of such trust shall be construed consistent with such intent. Accordingly, the following provisions shall apply to such trust:

a. No benefits from any IRA may be used or applied for the payment of any debts, taxes or other claims against my estate as set forth in the later paragraph captioned "Taxes", unless other assets of this Trust are not available for such payment.

b. In the event that a beneficiary of any trust created under this Agreement has a testamentary general power of appointment or a limited power of appointment over all or any portion of any trust established under this Agreement, and if such trust is the beneficiary of any benefits from any IRA, the beneficiary shall not appoint any part of such trust to a charitable organization or to a lineal descendant of mine who is older than the beneficiary whose life expectancy is being used to calculate distributions from such IRA.

2. The Trustee shall deliver a copy of this Agreement to the custodian of any IRA of which this Trust or any trust created under this Agreement is the named beneficiary within the time period prescribed Code Section 401(a)(9) and the Treasury Regulations thereunder, along with such

additional items required thereunder. If the custodian of the IRA changes after a copy of this Agreement has been provided pursuant to the preceding sentence, the Trustee shall immediately provide a copy of this Agreement to the new custodian. The Trustee shall request each custodian to complete a receipt of the Agreement and shall attach such receipt to this Agreement. The Trustee shall provide a copy of each amendment of this Agreement to the custodian and shall obtain a receipt of such amendment.

C. **Subchapter S Stock**. Regardless of anything herein to the contrary, in the event that the principal of a Trust includes stock in a corporation for which there is a valid election to be treated under the provisions of Subchapter S of the Code, the income beneficiary of such a Trust is a U.S. citizen or U.S. resident for federal income tax purposes, and such Trust is not an "electing small business trust" under Code Section 1361(e)(1) in regard to that corporation, the Trustee[s] shall (a) hold such stock as a substantially separate and independent share of such Trust within the meaning of Code Section 663(c), which share shall otherwise be subject to all of the terms of this Agreement, (b) distribute all of the income of such share to the one income beneficiary thereof in annual or more frequent installments, (c) upon such beneficiary's death, pay all accrued or undistributed income of such share to the beneficiary's estate, (d) distribute principal from such share during the lifetime of the income beneficiary only to such beneficiary, notwithstanding any powers of appointment granted to any person including the income beneficiary, and (e) otherwise administer such share in a manner that qualifies it as a "qualified Subchapter S trust" as that term is defined in Code Section 1361(d)(3), and shall otherwise manage and administer such share as provided under this Agreement to the extent not inconsistent with the foregoing provisions of this paragraph.

D. **Taxes**. The Trustee shall pay to the Personal Representative of my estate from the principal of the Trust, but not from the portion of any asset or the proceeds thereof which would not otherwise be includible in my gross estate for estate tax purposes, such as the proceeds of insurance policies that are not includible in my estate, such amounts as the Personal Representative certifies, in writing, are required for the payment of estate, inheritance, succession and transfer taxes, including any interest or penalty thereon, which are payable by said Personal Representative by reason of my death and are attributable to assets held in this Trust (*i.e.*, to the extent that such taxes are increased by the taxability of such Trust assets). The Trustee may rely upon the correctness of such certifications and is exonerated from all liability for making payments in reliance thereon. Notwithstanding any distribution requirement herein, subsequent to my death the Trustee is authorized to retain in trust any amounts designated to be distributed until the earlier of the issuance of an estate tax closing letter from the Internal Revenue Service in regard to my estate or the closing of the federal estate tax statute of limitations for estate taxes arising by reason of my death.

E. **Taxpayer Identification Number**. By executing this Trust Agreement, the Trustee authorizes Tescher & Spallina, P.A. to apply for a taxpayer identification number from the Internal Revenue Service for the Trust.

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IN WITNESS WHEREOF, the parties hereto have executed this Trust Agreement on the date first above written.

GRANTOR and CO-TRUSTEE:

SIMON L. BERNSTEIN

This instrument was signed by SIMON L. BERNSTEIN in our presence, and at the request of and in the presence of SIMON L. BERNSTEIN and each other, we subscribe our names as witnesses on this 20 day of May, 2008:

Print Name: Diana Banks
Address: 23415 Boca Trace Dr
Boca Raton, FL 33433

Print Name: TRACI KRATISH
Address: 16068 GLENCREST AVE
DELRAY BEACH, FL 33446

STATE OF FLORIDA
SS.
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20 day of May, 2008, by SIMON L. BERNSTEIN.

NOTARY PUBLIC-STATE OF FLORIDA
Kimberly Moran
Commission #DD766470
Expires: APR. 28, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

Kimberly Moran
Signature - Notary Public

[Seal with Commission Expiration Date]

Print, type or stamp name of Notary Public

Personally Known ✓ or Produced Identification _____
Type of Identification Produced _____

CO-TRUSTEE:

SHIRLEY BERNSTEIN

This instrument was signed by SHIRLEY BERNSTEIN in our presence, and at the request of and in the presence of SHIRLEY BERNSTEIN and each other, we subscribe our names as witnesses on this 20 day of May, 2008:

Print Name: Diana Banks
Address: 23415 Boca Trace Dr
Boca Raton, FL 33433

Print Name: TRACI KRATISH
Address: 16068 GLENCREST AVE
DELRAY BEACH, FL 33446

STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20 day of May, 2008, by SHIRLEY BERNSTEIN.

NOTARY PUBLIC-STATE OF FLORIDA
Kimberly Moran
Commission #DD766470
Expires: APR. 28, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

[Seal with Commission Expiration Date]

Signature - Notary Public

Print, type or stamp name of Notary Public

Personally Known ✓ or Produced Identification _____

Type of Identification Produced _____

INDEPENDENT TRUSTEE:

ROBERT L. SPALLINA

This instrument was signed by ROBERT L. SPALLINA in our presence, and at the request of and in the presence of ROBERT L. SPALLINA and each other, we subscribe our names as witnesses on this 2nd day of May, 2008:

Print Name: Diana Banks
Address: 23415 Boca Trace Dr
Boca Raton, FL 33433

Print Name: TRAIL KRATISH
Address: 16068 GLENCREST AVE
DELRAY BEACH, FL 33446

STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20 day of May, 2008, by ROBERT L. SPALLINA.

NOTARY PUBLIC-STATE OF FLORIDA
Kimberly Moran
Commission # DD766470
Expires: APR. 28, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

Signature - Notary Public

[Seal with Commission Expiration Date]

Print, type or stamp name of Notary Public

Personally Known ✓ or Produced Identification _____
Type of Identification Produced _____

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TRUST

ATTACHMENT

ITEM NO.	DESCRIPTION	AMOUNT
1	Cash	$1.00

65-6477114

ELIOT BERNSTEIN

FAMILY TRUST

Prepared by:

Tescher & Spallina, P.A.
2101 Corporate Blvd., Suite 107, Boca Raton, Florida 33431
(561) 998-7847
www.tescherlaw.com

TESCHER & SPALLINA, P.A.

ELIOT BERNSTEIN

FAMILY TRUST

THIS IRREVOCABLE TRUST AGREEMENT is made and entered into this 20 day of MAY, 2008, by and between SIMON L. BERNSTEIN, a resident of Palm Beach County, Florida, as grantor, hereinafter referred to in the first person, and SIMON L. BERNSTEIN and SHIRLEY BERNSTEIN as co-trustees (referred to as the ***"Trustee,"*** which term more particularly refers to all individuals and entities serving as trustee of a trust created hereunder during the time of such service, whether alone or as co-trustees, and whether originally serving or as a successor trustee), and ROBERT L. SPALLINA as the independent trustee (referred to as the ***"Independent Trustee,"*** which term more particularly refers to all individuals and entities serving as independent trustee of a trust created hereunder during the time of such service, whether alone or as co-trustees, and whether originally serving or as a successor independent trustee). I have delivered to the Trustee certain property as set forth in the Attachment annexed hereto, receipt of which is hereby acknowledged by the Trustee. Such property, and any additions to such property, shall be held in trust as provided in this Agreement.

ARTICLE I. TRUST ADMINISTRATION

A. **Additions, Substitutions and Trust Irrevocable**. I or any other person may cause additional property to be added hereunder at any time during life or at death by will, insurance or death benefit beneficiary designation or otherwise. I shall have no right or power, either alone or in conjunction with any other person, to alter, amend, revoke or terminate any of the terms of this Agreement in any manner whatever. Unless and until surrendered by me in a writing delivered to the Trustee, I retain the power, to be exercised in an individual and nonfiduciary capacity (*i.e.*, without any fiduciary duty to any beneficiary with respect to its exercise or nonexercise) and without requiring the consent or approval of any person, to from time to time reacquire trust principal by substituting other property of equivalent value for said principal. Notwithstanding the foregoing, said right of substitution shall not apply to any insurance policies on my life owned by this Trust that would cause me to have any incidents of ownership as that term is defined under Section 2042 of the Code and the Regulations thereunder. I shall have the right at any time or times by an instrument, in writing, delivered to the Trustee to relinquish the right of substitution provided for herein.

B. **Rights of Withdrawal**. In any calendar year during my life in which property is contributed to the Trust by gift, each Withdrawal Beneficiary with respect to such contribution, acting personally or through his or her legal or natural guardian or attorney-in-fact, is hereby granted the absolute right, with respect to each such contribution, by written instrument or instruments delivered to the Trustee prior to the termination of such right, to withdraw from the principal of the Trust, from time

to time, an amount having an aggregate value (as of the date or dates of withdrawal) equal to such Withdrawal Beneficiary's Withdrawal Amount with respect to such contribution. Any such right to withdraw shall terminate at the earliest time and then to the extent that any such termination will not result in a taxable gift made by the individual holding the right, provided, no part of any right to withdraw shall terminate less than 60 days after the contribution to the Trust to which such right relates.

1. For purposes of this Subparagraph I.B, a Withdrawal Beneficiary with respect to a contribution to the Trust shall mean each person designated by the contributor to the Trustee in writing contemporaneously with such contribution, provided, in the event the contributor fails to make any such designation with respect to a contribution, my then living lineal descendants and their spouses shall be the Withdrawal Beneficiary with respect to such contribution.

2. For purposes of this Subparagraph I.B, each Withdrawal Beneficiary's Withdrawal Amount with respect to a contribution shall be such amount designated by the contributor to the Trustee in writing contemporaneously with the contributor's designation of such person as a Withdrawal Beneficiary, provided, if the contributor of such contribution fails to designate a Withdrawal Amount with respect to any Withdrawal Beneficiary, then each Withdrawal Beneficiary's Withdrawal Amount with respect to such contribution shall be an amount equal to a fraction (defined below) multiplied by the lesser of (i) the value of such contribution (at the time of such contribution), or (ii) the sum of the amounts of all federal gift tax exclusions then available to the contributor with respect to all Withdrawal Beneficiaries with respect to such contribution. The numerator of said fraction shall be the amount of any federal gift tax exclusion available to such contributor with respect to such Withdrawal Beneficiary (at the time of such contribution) and the denominator shall be the sum of the amounts of all federal gift tax exclusions then available to such contributor with respect to all such Withdrawal Beneficiaries. One-half of a contribution made by a married person shall be treated as a second separate contribution made by his or her spouse, provided, if such married person's spouse is then one of such Withdrawal Beneficiaries, only one-half of the excess of such contribution (at the time of such contribution) over the amount of the federal gift tax exclusion then available to such contributor with respect to his or her spouse shall be so treated.

3. Regardless of anything in this Subparagraph I.B to the contrary, each contributor of a contribution to this Trust shall have the right with respect to such contribution by a written instrument delivered to the Trustee at the time of such contribution (i) to exclude any person who would otherwise have a right of withdrawal from exercising such power; (ii) to increase or decrease the amount subject to any right of withdrawal except that the amount subject to all withdrawal rights shall not exceed the amount of the contribution; and/or (iii) to change the period during which any right of withdrawal may be exercised.

4. The Trustee shall inform any Withdrawal Beneficiary of the existence of such right of withdrawal within ten days after it comes into existence but not later than the last day of the calendar year in which it comes into existence. Any such Withdrawal Beneficiary or his or her guardian may, after receiving such notice at least once, waive further notices by an instrument in writing delivered to the Trustee.

C. Trusts for ELIOT BERNSTEIN and my Lineal Descendants. The Trust shall be administered as follows for its beneficiaries:

1. Initial Beneficiary. My son, ELIOT BERNSTEIN, shall be the first principal beneficiary of the Trust.

2. Net Income and Principal Distributions.

a. The Trustee shall pay to or apply for the benefit of a principal beneficiary and the lineal descendants of a principal beneficiary dependent on such principal beneficiary for support, so much of the net income and then principal of his or her separate Trust as the Independent Trustee determines in its sole, absolute and unreviewable discretion, provided, however, that while a principal beneficiary is serving as Trustee hereunder, he or she may make distributions to or for the benefit of himself or herself for such beneficiary's Needs without any authorization from the Independent Trustee. Having in mind the extent to which funds will be available for expenditure for the benefit of such beneficiaries, the Independent Trustee is authorized to expend such amounts as it, in its sole, absolute and unreviewable discretion, shall determine to maintain the then current lifestyle of such beneficiaries, including, but not limited to, complete authority to provide for their personal care and comfort in any manner whatsoever. Net income that is not distributed shall be added to principal on an annual basis.

b. The Independent Trustee is specifically authorized in its sole, absolute and unreviewable discretion to acquire, hold and maintain one or more residences (whether held as real property, condominium or cooperative apartment) for the use and benefit of the principal beneficiary and his or her cohabitating spouse and lineal descendants, and to sell or otherwise dispose of such residences when not desired for such use and benefit. The Independent Trustee is authorized to pay all carrying charges of such residences, including, but not limited to, any taxes, assessments and maintenance thereon, and all expenses of the repair, renovation, improvement and operation thereof, including the employment of domestic servants and other expenses incident to the running of a household for the benefit of such beneficiaries.

c. In exercising the discretions conferred in this Subparagraph, the Independent Trustee should give due consideration to the advisability of using the principal beneficiary's own assets and resources in order to reduce the amount of the principal beneficiary's taxable estate, thereby minimizing the amount of the principal beneficiary's future taxes. Further, it is my intent that this Trust be used to enhance the principal beneficiaries' quality of life, including (without limitation) travel, purchase of a home, cultural appreciation and enjoyment (music, arts, etc.), and education. In addition, I would like this Trust to provide a source of funds in the event that a principal beneficiary, through accident or misfortune, does not have sufficient sources of income to provide for his or her own support. I expect my lineal descendants to support themselves independently and to be productive members of their communities and not to become dependent upon distributions from the Trusts to the extent that they lose their ambition and incentive. When a beneficiary is able to be gainfully employed

and is not actively engaged in raising his or her children, the Independent Trustee should give due consideration in exercising its discretion to not using Trust assets to replace the beneficiary's own efforts to work and accumulate financial security. However, it is not my intent to force a parent to work outside the home when he or she has determined that it is important to stay at home to raise a family. In addition, I do not intend that the Independent Trustee place undue emphasis on the amount a beneficiary earns if he or she is actively engaged in a worthwhile pursuit, including working as an unpaid volunteer for charitable purposes. In prioritizing distributions between the principal beneficiary and his or her lineal descendants, it is my intent that my first priority is the principal beneficiary. In addition to the foregoing guidance, I request, but do not require, that my lineal descendants take adequate precautions for the protection of our family's wealth and property from marital discord through the use of prenuptial agreements or other similar planning and devices. I also request, but do not require, that my lineal descendants pursue higher education, to the best of their abilities and individual circumstances. For some descendants this may mean the completion of a college education, the receipt of a masters or a doctorate, or a professional degree, and for others this may mean training in their chosen vocation. It is not my goal that the Independent Trustee reward professional students, nor punish those lineal descendants for whom life or individual circumstances indicate that the pursuit of higher education is not practical or advantageous, but only to encourage my lineal descendants to take full advantage of all educational opportunities open to them and not rush their entry into the workplace. I do not intend by these expressions of intent to bind the Independent Trustee or alter the absolute discretion it has been granted hereunder or create enforceable obligations to any beneficiary, but merely to provide general guidance to the Independent Trustee in the exercise of its discretions.

3. Death of a Principal Beneficiary. If a principal beneficiary dies with assets remaining in his or her separate Trust, upon his or her death he or she may appoint all or part of his or her Trust, in trust, to or for the benefit of one or more of my lineal descendants and their spouses (excluding from said class, however, such principal beneficiary and such principal beneficiary's creditors, estate, and creditors of such principal beneficiary's estate), provided that any such appointment to a surviving spouse of a principal beneficiary shall be limited to a life estate in all or a lesser portion of such principal beneficiary's separate Trust, and such spouse's separate trust shall be administered as provided in Subparagraph I.D. below. Any part of his or her Trust such principal beneficiary does not effectively appoint shall upon his or her death be divided among and held in separate Trusts for the following persons with such persons to become the principal beneficiary thereunder;

a. for his or her lineal descendants then living, *per stirpes*; or

b. if he or she leaves no lineal descendant then living, *per stirpes* for the lineal descendants then living of his or her nearest ancestor (among me and my lineal descendants) with a lineal descendant then living who is also a lineal descendant of my spouse, SHIRLEY BERNSTEIN.

Such separate Trusts shall be administered as provided for trusts under this Subparagraph I.C., or added to Trusts established for such principal beneficiaries that are already in existence under Subparagraph I.C.

D. **Administration of Separate Trust for Spouse**. The Independent Trustee shall pay to the spouse of a principal beneficiary, so much of the net income and principal of his or her separate trust as is proper for such spouse's Needs. Net income that is not distributed shall be added to principal on an annual basis. Upon the death of a spouse of a principal beneficiary, the remaining assets of his or her separate trust shall be divided among and held in separate Trusts for his or her lineal descendants then living, *per stirpes*, who are also lineal descendants of the predeceased principal beneficiary who established this Trust for his or her spouse pursuant to the power of appointment granted to said principal beneficiary under Subparagraph I.C. above. Each lineal descendant for whom a separate trust is established shall become the principal beneficiary of such separate Trusts and such separate trusts shall be administered as provided under Subparagraph I.C., or added to Trusts established for such principal beneficiaries that are already in existence under Subparagraph I.C.

E. **Termination of Small Trust**. If at any time after my death in the opinion of the Trustee a separate Trust holds assets of a value of less than $50,000.00 and is too small to justify the expense of its retention, and termination of such Trust is in the best interests of its current principal beneficiary, the Independent Trustee in its discretion may terminate such Trust and pay it to said principal beneficiary.

F. **Contingent Gift**. If at any time property of a Trust held under this Agreement is not disposed of under the other provisions of this Agreement, it shall be paid, as a gift made hereunder, to such persons and in such shares as such property would be distributed if I had then owned such property and had then died solvent, unmarried and intestate domiciled in the State of Florida, according to the laws of Florida then in effect.

G. **Maximum Duration**. Regardless of anything in this Agreement to the contrary, no trust interest herein created shall continue beyond three hundred sixty (360) years after the date of creation of this Agreement, nor shall any power of appointment be exercised in such manner so as to delay vesting of any trust beyond such period. Immediately prior to the expiration of such period, all such trusts then in existence shall terminate, and the assets thereof shall be distributed outright and in fee to then beneficiaries of the current income and in the proportions in which such persons are the beneficiaries, and if such proportions cannot be ascertained, then equally among such beneficiaries.

ARTICLE II. GENERAL

A. **Disability**. While any beneficiary is Disabled, income or principal payable to him or her may, in the discretion of the Trustee, be paid directly to him or her, without the intervention of a guardian, directly to his or her creditors or others for his or her sole benefit or to an adult person or an eligible institution (including the Trustee) selected by the Trustee as custodian for such a minor beneficiary under the Uniform Transfers to Minors Act or similar law. The receipt by such payee is a complete release to the Trustee.

B. Substance Abuse.

1. In General. If the Independent Trustee reasonably believes that a beneficiary of any trust (which for purposes of this Subparagraph II.B.1 includes the lineal descendants of a principal beneficiary who are eligible to receive distributions from that trust):

a. routinely or frequently uses or consumes any illegal substance so as to be physically or psychologically dependent upon that substance, or

b. is clinically dependent upon the use or consumption of alcohol or any other legal drug or chemical substance that is not prescribed by a board certified medical doctor or psychiatrist in a current program of treatment supervised by such doctor or psychiatrist,

and if the Independent Trustee reasonably believes that as a result the beneficiary is unable to care for himself or herself, or is unable to manage his or her financial affairs, all distributions (including distributions upon termination of the trust) to the beneficiary, all of the beneficiary's withdrawal rights (if any), and all of the beneficiary's rights to participate in decisions concerning the removal and appointment of Trustees and Independent Trustees will be suspended. In that event, the following provisions of this Subparagraph II.B will apply.

2. Testing. The Independent Trustee may request the beneficiary to submit to one or more examinations (including laboratory tests of bodily fluids) determined to be appropriate by a board certified medical doctor and to consent to full disclosure to the Independent Trustee of the results of all such examinations. The Independent Trustee shall maintain strict confidentiality of those results and shall not disclose those results to any person other than the beneficiary without the prior written permission of the beneficiary. The Independent Trustee may totally or partially suspend all distributions otherwise required or permitted to be made to that beneficiary until the beneficiary consents to the examination and disclosure to the Independent Trustee.

3. Treatment. If, in the opinion of the examining doctor, the examination indicates current or recent use of a drug or substance as described above, the examining doctor will determine an appropriate method of treatment for the beneficiary (for example, counseling or treatment on an in-patient basis in a rehabilitation facility) that is acceptable to the Independent Trustee. If the beneficiary consents to the treatment, the Independent Trustee may, in its absolute and unfettered discretion, pay the costs of treatment including directly to the provider of those services.

4. Resumption of Distributions. The Independent Trustee may resume other distributions to the beneficiary (and the beneficiary's other suspended rights will be restored) when, in the case of use or consumption of an illegal substance, examinations indicate no such use for 12 months and, in all cases, when the Independent Trustee in its discretion determines that the beneficiary is able to care for himself or herself and is able to manage his or her financial affairs.

5. Exoneration. No Independent Trustee (nor any doctor retained by the

Independent Trustee) will be responsible or liable to anyone for a beneficiary's actions or welfare. The Independent Trustee has no duty to inquire whether a beneficiary uses drugs or other substances as described in this Subparagraph II.B. The Independent Trustee (and any doctor retained by the Independent Trustee) is to be indemnified from the Trust estate and held harmless from any liability of any nature in exercising its judgment and authority under this Subparagraph II.B, including any failure to request a beneficiary to submit to medical examination, and including a decision to distribute amounts to a beneficiary.

6. Tax Savings Provision. Despite the provisions of this Subparagraph II.B, the Independent Trustee cannot suspend any mandatory distributions or withdrawal rights that are required for that trust to become or remain a Qualified Subchapter S Trust (unless the Independent Trustee elects for the trust to be an Electing Small Business Trust), or to qualify for any federal transfer tax exemption, deduction, or exclusion allowable with respect to that trust.

C. Income on Death of Beneficiary. Subject to the following Subparagraph captioned "Subchapter S Stock," and except as otherwise explicitly provided herein, upon the death of any principal beneficiary, all accrued or undistributed income of such deceased principal beneficiary's Trust shall pass with the principal of his or her Trust but shall remain income for trust accounting purposes.

D. Definitions. In this Agreement,

1. Children, Lineal Descendants. The terms "***child,***" "***children***" and "***lineal descendant***" mean only persons whose relationship to the ancestor designated is created entirely by or through (a) legitimate births occurring during the marriage of the joint biological parents to each other, (b) children and their lineal descendants arising from surrogate births and/or third party donors when (i) the child is raised from birth by a married couple through the pendency of such marriage, (ii) one of such couple is the designated ancestor, and (iii) to the best knowledge of the Trustee both members of such couple participated in the decision to have such child, and (c) lawful adoptions of minors under the age of twelve years. No such child or lineal descendant loses his or her status as such through adoption by another person. Notwithstanding the foregoing, for all purposes of this Trust and the dispositions made hereunder, my children shall only include TED S. BERNSTEIN, PAMELA B. SIMON, ELIOT BERNSTEIN, JILL IANTONI and LISA S. FRIEDSTEIN, and my lineal descendants shall include only said named individuals and their respective lineal descendants.

2. Code. "***Code***" means the Internal Revenue Code of 1986, as amended, and in referring to any particular provision of the Code, includes a reference to any equivalent or successor provision of a successor federal tax law.

3. Disabled. "***Disabled***" or being under "***Disability***" means, as to any applicable individual: (1) being under the age of 21 years, (2) having been adjudicated by a court of competent jurisdiction as mentally or physically incompetent or unable to manage his or her own property or personal affairs (or a substantially similar finding under applicable state or national law), or (3) being unable to properly manage his or her personal or financial affairs, or a trust estate hereunder as to a

Trustee hereunder, because of a mental or physical impairment (whether temporary or permanent in nature). A written certificate executed by an individual's attending physician or attending psychiatrist confirming that person's impairment will be sufficient evidence of Disability under item (3) above, and all persons may rely conclusively on such a certificate.

4. Needs Distributions. Payments to be made for a person's ***"Needs"*** means payments for such person's support, health (including lifetime residential or nursing home care), maintenance and education. However, the Trustee, based upon information reasonably available to it, shall make such payments for a person's Needs only to the extent such person's income, and funds available from others obligated to supply funds for such purposes (including, without limitation, pursuant to child support orders and agreements), are insufficient in its opinion for such purposes, and shall take into account such person's accustomed manner of living, age, health, marital status and any other factor it considers important. Income or principal to be paid for a person's Needs may be paid to such individual or applied by the Trustee directly for the benefit of such person. The Trustee may make a distribution or application authorized for a person's Needs even if such distribution or application substantially depletes or exhausts such person's trust, without any duty upon the Trustee to retain it for future use or for other persons who might otherwise benefit from such trust.

5. Per Stirpes. In a division "***per stirpes***" each generation shall be represented and counted whether or not it has a living member.

6. Related or Subordinate Party. A "***Related or Subordinate Party***" to a trust describes a beneficiary of the subject trust or a related or subordinate party to a beneficiary of the trust as the terms "related or subordinate party" are defined under Code Section 672(c).

7. Spouse. A person's "***spouse***" includes only a spouse then married to and living as husband and wife with him or her, or a spouse who was married to and living as husband and wife with him or her at his or her death. The following rules apply to each person who is a beneficiary or a permissible appointee under this Trust Agreement and who is married to a descendant of mine. Such a person will cease to be a beneficiary and will be excluded from the class of permissible appointees and distribution recipients upon:

a. the legal termination of the marriage to my descendant (whether before or after my death), or

b. the death of my descendant if a dissolution of marriage proceeding was pending when he or she died.

The Trust will be administered as if that person had died upon the happening of the terminating event described above.

8. Gender, Number. Where appropriate, words of any gender include all genders and the singular and plural are interchangeable.

E. **Powers of Appointment**. Property subject to a power of appointment shall be paid to, or retained by the Trustee or paid to any trustee under any will or trust agreement for the benefit of, such one or more permissible appointees, in such amounts and proportions, granting such interests, powers and powers of appointment, and upon such conditions including spendthrift provisions as the holder of such power (i) in the case of a power exercisable upon the death of such holder, appoints in his or her will or in a trust agreement revocable by him or her until his or her death, or (ii) in the case of a power exercisable during the life of such holder, appoints in a written instrument signed by such holder, two witnesses and a notary public, but in either case only if such will, trust agreement, or instrument specifically refers to such power.

F. **Limitations on Powers of Trustee**. Regardless of anything herein to the contrary, no Trustee shall make or participate in making any distribution of income or principal of a trust to or for the benefit of a beneficiary which would directly or indirectly discharge any legal obligation of such Trustee or a donor of such trust (as an individual) to support such beneficiary; and no Trustee shall make or participate in making any discretionary distribution of income or principal to or for the benefit of himself or herself other than for his or her Needs, including by reason of a determination to terminate a trust described herein.

G. **Presumption of Survivorship**. If any person shall be required to survive another person in order to take any interest under this Agreement, the former person shall be deemed to have predeceased the latter person, if such persons die under circumstances which make it difficult or impracticable to determine which one died first.

H. **Protective Provision**. No beneficiary of any Trust herein created shall have any right or power to anticipate, transfer, pledge, sell, alienate, assign or encumber in any way his or her interest in the income or principal of such trust. Furthermore, no creditor shall have the right to attach, lien, seize or levy upon the interest of the beneficiary in this Trust and such interest shall not be liable for or subject to the debts, liabilities or obligations of any such beneficiary or any claims against such beneficiary (whether voluntarily or involuntarily created), and the Trustee shall pay directly to or for the use or benefit of such beneficiary all income and principal to which such beneficiary is entitled, notwithstanding that such beneficiary has executed a pledge, assignment, encumbrance or in any other manner alienated or transferred his or her beneficial interest in the Trust to another. This paragraph shall not preclude the effective exercise of any power of appointment granted herein or the exercise of any disclaimer.

I. **Governing Law**. This Agreement is governed by the law of the State of Florida.

J. **Mandatory Notice Required by Florida Law.** The trustee of a trust may have duties and responsibilities in addition to those described in the instrument creating the trust. If you have questions, you should obtain legal advice.

K. Release of Medical Information.

1. Disability of Beneficiary. Upon the written request of the Independent Trustee (with or without the concurrence of co-Trustees) issued to any current income or principal beneficiary (including discretionary beneficiaries) for whom a determination of Disability is relevant to the administration of a trust hereunder and for whom a Trustee (with or without the concurrence of co-Trustees) desires to make such a determination, such beneficiary shall issue to all Trustees including Independent Trustees (who shall be identified thereon both by name to the extent known and by class description) a valid authorization under the Health Insurance Portability and Accountability Act of 1996 and any other applicable or successor law authorizing all health care providers and all medical sources of such requested beneficiary to release protected health information of the requested beneficiary to all such Trustees that is relevant to the determination of the Disability of the requested beneficiary as Disability is defined hereunder. The period of each such valid authorization shall be for six months (or the earlier death of the requested beneficiary). If such beneficiary (or his or her legal representative if such beneficiary is a minor or legally disabled) refuses within thirty days of receipt of the request to provide a valid authorization, or at any time revokes an authorization within its term, the Trustee shall treat such beneficiary as Disabled hereunder until such valid authorization is delivered.

2. Disability of Trustee. Upon the request to a Trustee, including myself and an Independent Trustee, that is an individual by (a) a co-Trustee, or if none, (b) the person or entity next designated to serve as a successor Trustee not under legal incapacity, or if none, (c) any adult current income or principal beneficiary not under legal incapacity, or in any event and at any time (d) a court of competent jurisdiction, such Trustee shall issue to such person and all persons, courts of competent jurisdiction, and entities (who shall be identified thereon both by name to the extent known and by class description), with authority hereunder to determine such requested Trustee's Disability, a valid authorization under the Health Insurance Portability and Accountability Act of 1996 and any other applicable or successor law authorizing all health care providers and all medical sources of such requested Trustee to release protected health information of the requested Trustee to such persons, courts and entities, that is relevant to the determination of the Disability of the requested Trustee as Disability is defined hereunder. The period of each such valid authorization shall be for six months (or the earlier death or resignation of the requested Trustee). If such requested Trustee refuses within thirty days of receipt of the request to deliver a valid authorization, or at any time revokes an authorization within its term, such requested Trustee shall thereupon be treated as having resigned as Trustee hereunder.

3. Authorization to Issue Certificate. All required authorizations under this paragraph shall include the power of a physician or psychiatrist to issue a written certificate to the appropriate persons or entities as provided in paragraph II.D.3 hereof.

ARTICLE III. FIDUCIARIES

A. Powers of the Trustee. The Trustee has the powers now or hereafter provided by law and the following powers exercisable without court approval, provided, however, that the Trustee shall

exercise all powers in a fiduciary capacity:

1. Investments. To sell or exchange at public or private sale and on credit or otherwise, with or without security, and to lease for any term or perpetually, any property, real and personal, at any time forming a part of the trust estate (the ***"estate"***); to grant and exercise options to buy or sell; to make purchases from my estate, any trust established by me during my lifetime, for full and adequate consideration and to make loans to my estate for adequate and reasonable interest and security, and the Trustee is expressly authorized to purchase stock and securities for adequate and full consideration owned by my estate, any trust established by me during my lifetime, whether such stock and securities are issued by closely held corporations or publicly traded corporations; to invest or reinvest in real or personal property of every kind, description and location; and to receive and retain any such property whether originally a part of any trust herein created or subsequently acquired, even if the Trustee is personally interested in such property, and without liability for any decline in the value thereof; all without limitation by any statutes or judicial decisions whenever enacted or announced, regulating investments or requiring diversification of investments, it being my intention to give the broadest investment powers and discretion to the Trustee. Any bank, trust company, or other corporate trustee serving hereunder as Trustee is authorized to invest in its own common trust funds.

2. Special Investments. The Trustee is expressly authorized (but not directed) to retain, make, hold, and dispose of investments not regarded as traditional for trusts, including interests or investments in privately held business and investment entities and enterprises, including without limitation stock in closely held corporations, limited partnership interests, joint venture interests, mutual funds, business trust interests, and limited liability company membership interests, notwithstanding (a) any applicable prudent investor rule or variation thereof, (b) common law or statutory diversification requirements (it being my intent that no such duty to diversify shall exist) (c) a lack of current cash flow therefrom, (d) the presence of any risk or speculative elements as compared to other available investments (it being my intent that the Trustee have sole and absolute discretion in determining what constitutes acceptable risk and what constitutes proper investment strategy), (e) lack of a reasonable rate of return, (f) risks to the preservation of principal, (g) violation of a Trustee's duty of impartiality as to different beneficiaries (it being my intent that no such duty exists for this purpose), and (h) similar limitations on investment under this Agreement or under law pertaining to investments that may or should be made by a Trustee (including without limitation the provisions of Fla.Stats. §518.11 and successor provisions thereto that would characterize such investments as forbidden, imprudent, improper or unlawful). The Trustee shall not be responsible to any trust created hereunder or the beneficiaries thereof for any loss resulting from any such authorized investment, including without limitation loss engendered by the higher risk element of that particular entity, investment, or enterprise, the failure to invest in more conservative investments, the failure to diversify trust assets, the prudent investor rule or variant thereof. Notwithstanding any provisions for distributions to beneficiaries hereunder, if the Trustee determines that the future potential investment return from any illiquid or closely held investment asset warrants the retention of that investment asset or that sufficient value could not be obtained from the sale or other disposition of an illiquid or closely held investment asset, the Trustee is authorized to retain that asset and if necessary reduce the distributions to beneficiaries due to lack of sufficient liquid or marketable assets. However, the preceding provisions of this Subparagraph shall not

reduce any income distributions otherwise required hereunder for a "qualified subchapter S trust" as that term is defined in Code Section 1361(d)(3).

3. Distributions. To make any division or distribution pro rata or non-pro rata, in cash or in kind, and to allocate undivided interests in property and dissimilar property (without regard to its tax basis) to different shares.

4. Management. To manage, develop, improve, partition or change the character of an asset or interest in property at any time; and to make ordinary and extraordinary repairs, replacements, alterations and improvements, structural or otherwise.

5. Borrowing. To borrow money from anyone on commercially reasonable terms, including entities owned in whole or in part by the trust, a Trustee, beneficiaries and other persons who may have a direct or indirect interest in a Trust; and to mortgage, margin, encumber and pledge real and personal property of a trust as security for the payment thereof, without incurring any personal liability thereon and to do so for a term within or extending beyond the terms of the trust and to renew, modify or extend existing borrowing on similar or different terms and with the same or different security without incurring any personal liability; and such borrowing from a Trustee may be with or without interest, and may be secured with a lien on trust assets.

6. Lending. To extend, modify or waive the terms of any obligation, bond or mortgage at any time forming a part of a trust and to foreclose any such mortgage; accept a conveyance of encumbered property, and take title to the property securing it by deed in lieu of foreclosure or otherwise and to satisfy or not satisfy the indebtedness securing said property; to protect or redeem any such property from forfeiture for nonpayment of taxes or other lien; generally, to exercise as to such bond, obligation or mortgage all powers that an absolute owner might exercise; and to loan funds to beneficiaries at commercially reasonable rates, terms and conditions.

7. Abandonment of Property. To abandon any property or asset when it is valueless or so encumbered or in such condition that it is of no benefit to a trust. To abstain from the payment of taxes, liens, rents, assessments, or repairs on such property and/or permit such property to be lost by tax sale, foreclosure or other proceeding or by conveyance for nominal or no consideration to anyone including a charity or by escheat to a state; all without personal liability incurred therefor.

8. Real Property Matters. To subdivide, develop or partition real estate; to purchase or sell real property and to enter into contracts to do the same; to dedicate the same to public use; to make or obtain the location of any plats; to adjust boundaries; to adjust differences in valuations on exchange or partition by giving or receiving consideration; and, to grant easements with or without consideration as the Trustee may determine; and to demolish any building, structures, walls and improvements, or to erect new buildings, structures, walls and improvements and to insure against fire and other risks; and to protect and conserve, or to lease, or to encumber, or otherwise to manage and dispose of the real property to the extent such power is not otherwise granted herein or otherwise restricted herein.

9. Claims. To enforce, compromise, adjust, arbitrate, release or otherwise settle or pay any claims or demands by or against a trust.

10. Business Entities. To deal with any business entity or enterprise even if a Trustee is or may be a fiduciary of or own interests in said business entity or enterprise, whether operated in the form of a corporation, partnership, business trust, limited liability company, joint venture, sole proprietorship, or other form (all of which business entities and enterprises are referred to herein as "***Business Entities***"). I vest the Trustee with the following powers and authority in regard to Business Entities:

a. To retain and continue to operate a Business Entity for such period as the Trustee deems advisable;

b. To control, direct and manage the Business Entities. In this connection, the Trustee, in its sole discretion, shall determine the manner and extent of its active participation in the operation and may delegate all or any part of its power to supervise and operate to such person or persons as the Trustee may select, including any associate, partner, officer or employee of the Business Entity;

c. To hire and discharge officers and employees, fix their compensation and define their duties; and similarly to employ, compensate and discharge agents, attorneys, consultants, accountants, and such other representatives as the Trustee may deem appropriate; including the right to employ any beneficiary or fiduciary in any of the foregoing capacities;

d. To invest funds in the Business Entities, to pledge other assets of a trust as security for loans made to the Business Entities, and to lend funds from a trust to the Business Entities;

e. To organize one or more Business Entities under the laws of this or any other state or country and to transfer thereto all or any part of the Business Entities or other property of a trust, and to receive in exchange such stocks, bonds, partnership and member interests, and such other securities or interests as the Trustee may deem advisable;

f. To treat Business Entities as separate from a trust. In a Trustee's accounting to any beneficiary, the Trustee shall only be required to report the earnings and condition of the Business Entities in accordance with standard business accounting practice;

g. To retain in Business Entities such net earnings for working capital and other purposes of the Business Entities as the Trustee may deem advisable in conformity with sound business practice;

h. To sell or liquidate all or any part of the Business Entities at such time and price and upon such terms and conditions (including credit) as the Trustee may determine. My Trustee is specifically authorised and empowered to make such sale to any person, including any partner, officer,

or employee of the Business Entities, a fiduciary, or to any beneficiary; and

i. To guaranty the obligations of the Business Entities, or pledge assets of a trust to secure such a guaranty.

11. Principal and Income. To allocate items of income or expense between income and principal as permitted or provided by the laws of the State of Florida, provided, unless otherwise provided in this instrument, the Trustee shall establish out of income and credit to principal reasonable reserves for depreciation, obsolescence and depletion, determined to be equitable and fair in accordance with some recognized reasonable and preferably uncomplicated trust accounting principle and; provided, further that the Trustee shall not be required to provide a rate of return on unproductive property unless otherwise provided in this instrument.

12. Life Insurance. The Trustee (or the Independent Trustee if I am serving as Trustee or if a Related or Subordinate Party is serving as Trustee) is authorized to purchase one or more life insurance policies on my life, the life of any beneficiary described herein, or any spouse or lineal ascendant or lineal descendant of myself or such beneficiaries. The following provisions shall apply with respect to any insurance policies constituting an asset of any trust herein created:

a. General Powers. The Trustee shall have the power to pay premiums; to apply dividends in reduction of such premiums; to borrow against the cash values thereof; to convert such policies into other forms of insurance, including paid-up insurance; to exercise any settlement options provided in any such policies; to receive the proceeds of any policy upon its maturity and to administer such proceeds as part of the principal of the trust; and in general, to exercise all other options, benefits, rights and privileges under such policies; provided, however, no Trustee other than a sole Trustee may exercise any incidents of ownership with respect to policies of insurance insuring the Trustee's own life.

b. Payment of Premiums. The Trustee shall be under no obligation to pay the premiums which may become due and payable under the provisions of any policy of insurance subject to this trust, or to make certain that such premiums are paid by myself or any other person, or to notify any persons of the nonpayment of such premiums, and it shall be under no responsibility or liability of any kind in case such premiums are not paid, except that it shall apply any dividends received by it on such policy to the payment of premiums thereon. Upon notice at any time during the continuance of this trust that the premiums due upon such policies are in default, or that premiums to become due will not be paid, either by myself or by any other person, the Trustee, within its sole discretion, may apply any cash values attributable to such policy to the purchase of paid-up insurance or of extended term insurance, or may borrow upon such policy for the payment of premiums due thereon or may accept the cash values of such policy upon its forfeiture. If facts shall occur, under the terms of the policy which shall enable a waiver of the payment of future premiums, the Trustee, upon receipt of written notice of such facts, shall promptly notify the insurance company which has issued such policy, and shall take any and all steps necessary to make such waiver of premium provision effective.

c. Collection of Proceeds. Upon the death of an insured the proceeds of the insurance policies insuring that life which are then subject to this trust shall be collected by the Trustee. The Trustee shall have full authority to take any action with regard to the collection that it deems best and to pay any expenses thereof out of the trust estate. However, it shall not be required to enter into or maintain any litigation to enforce payment of such policies until it shall have been indemnified to its satisfaction against all expenses and liabilities to which it might, in its judgment, be subjected by any such action on its part. The Trustee shall have full authority to make any compromise or settlement with respect to any such policies and to give to all insurance companies the necessary and proper releases and acquittances in full discharge of all their liabilities under such policies. Only the net proceeds of insurance policies subject to this trust shall be collected by the Trustee.

d. Liability of Insurance Company. No insurance company, whose policies shall be subject to this trust and who shall make payment of the proceeds thereof to the Trustee, shall be required to inquire into or take notice of any of the terms or conditions of this trust or to see to the application or disposition of the proceeds of such policies. The receipt of the Trustee to any such insurance company shall be effectual to release and discharge it for any payment so made and shall be binding upon every beneficiary of the trusts herein created.

13. Continuing Power. To continue to have or exercise, after the termination of a trust, in whole or in part, and until final distribution thereof, all title, power, discretions, rights and duties conferred or imposed upon the Trustee by law or by this Agreement or during the existence of the trust.

14. Exoneration. To provide for the exoneration of the Trustee from any personal liability on account of any arrangement or contract entered into in a fiduciary capacity.

15. Agreements. To comply with, amend, modify or rescind any agreement made during my lifetime, including those regarding the disposition, management or continuation of any closely held unincorporated business, corporation, partnership or joint venture, and including the power to complete contracts to purchase and sell real estate.

16. Voting. To vote and give proxies, with power of substitution to vote, stocks, bonds and other securities, or not to vote a security.

17. Combination of Shares. To hold the several shares of a trust or several Trusts as a common fund, dividing the income proportionately among them, to assign undivided interests to the several shares or Trusts, and to make joint investments of the funds belonging to them. For such purposes and insofar as may be practicable, the Trustee, to the extent that division of the trust estate is directed hereby, may administer the trust estate physically undivided until actual division thereof becomes necessary to make distributions. The Trustee may hold, manage, invest and account for whole or fractional trust shares as a single estate, making the division thereof by appropriate entries in the books of account only, and may allocate to each whole or fractional trust share its proportionate part of all receipts and expenses; provided, however, this carrying of several Trusts as a single estate shall not defer the vesting in possession of any whole or fractional share of a trust for the beneficiaries thereof at

the times specified herein.

18. Reimbursement. To reimburse itself from a trust for reasonable expenses incurred in the administration thereof.

19. Reliance Upon Communication. To rely, in acting under a trust, upon any letter, notice, certificate, report, statement, document or other paper, or upon any telephone, telegraph, cable, wireless or radio message, if believed by the Trustee to be genuine, and to be signed, sealed, acknowledged, presented, sent, delivered or given by or on behalf of the proper person, firm or corporation, without incurring liability for any action or inaction based thereon.

20. Assumptions. To assume, in the absence of written notice to the contrary from the person or persons concerned, that a fact or an event, by reason of which an interest or estate under a trust shall commence or terminate, does not exist or has not occurred, without incurring liability for any action or inaction based upon such assumption.

21. Removal of Assets. The Trustee may remove from the domiciliary state during the entire duration of a trust or for such lesser period as it may deem advisable, any cash, securities or other property at any time in its hands whether principal or not, and to take and keep the same outside the domiciliary state and at such place or places within or outside the borders of the United States as it may determine, without in any event being chargeable for any loss or depreciation to the trust which may result therefrom.

22. Change of Situs. The situs and/or applicable law of any trust created hereunder may be transferred to such other place as the Trustee may deem to be for the best interests of the trust estate. In so doing, the Trustee may resign and appoint successor Trustees, but may remove such successor Trustees so appointed and appoint others. Each successor Trustee may delegate any and all fiduciary powers, discretionary and ministerial, to the appointing Trustee as its agent.

23. Fiduciary Outside Domiciliary State. In the event no Trustee shall be able and willing to act as Trustee with respect to any property located outside the domiciliary state, the Trustee, without order of court, may appoint another individual or corporation (including any employee or agent of any Trustee) to act as Trustee with respect to such property. Such appointed Trustee shall have all of the powers and discretions with respect to such property as are given to the appointing Trustee with respect to the trust. The appointing Trustee may remove such appointed Trustee and appoint another upon ten (10) days notice in writing. All income from such property, and if such property is sold, exchanged or otherwise disposed of, the proceeds thereof, shall be remitted to the appointing Trustee, to be held and administered by it as Trustee hereunder. Such appointed Trustee may employ the appointing Trustee as agent in the administration of such property. No surety shall be required of any Trustee or agent acting under the provisions of this paragraph. No periodic court or statutory accounting shall be required of such appointed Trustee.

24. Additions. To receive and accept additions to the Trusts in cash or in kind from

donors, Personal Representatives, administrators, Trustees or attorneys in fact, including additions of my property by the Trustee or others as my attorneys in fact.

25. Title and Possession. To have title to and possession of all real or personal property held in the Trusts, and to register or hold title to such property in its own names or in the name of its nominee, without disclosing its fiduciary capacity, or in bearer form.

26. Agents. To employ persons, including attorneys, auditors, investment advisers, and agents, even if they are the Trustee or associated with the Trustee, to advise or assist the Trustee in the performance of its administrative duties and to pay compensation and costs incurred in connection with such employment from the assets of the Trust; to act without independent investigation upon their recommendations; and, instead of acting personally, to employ one or more agents to perform any act of administration, whether or not discretionary.

27. Tax Elections. To file tax returns, and to exercise all tax-related elections and options at its discretion, without compensating adjustments or reimbursements between any of the Trusts or any of the trust accounts or any beneficiaries.

28. Tax Reimbursement. To pay, from time to time in the Independent Trustee's sole and absolute discretion, to me or the Personal Representatives of my estate, on a cumulative basis as may be necessary, such amounts as I or my Personal Representatives shall certify as is necessary to discharge my tax liability (whether federal, state or otherwise) in respect of income realized by the Trust and not distributed to me; provided, however, this authority shall only be exercised by the Independent Trustee hereunder, and I shall not make or participate in making any discretionary distribution pursuant to this Subparagraph. The Independent Trustee shall have no obligation to reimburse me for any income taxes imposed on me by law and paid by me on Trust income or gains.

If I am serving as Trustee hereunder or if a Related or Subordinate Party is serving as Trustee hereunder, any powers and discretions provided under this Subparagraph III.A. to the Trustee that would result in gross estate inclusion of assets of this Trust under Code §§ 2036, 2038, or 2042, or successor provisions thereto, shall not be exercisable by me or such related or subordinate Trustee, and shall be exercisable only by the other Trustees who are not related or subordinate to me, or if none, by the Independent Trustee.

B. Resignation or Removal. The Trustee may resign with or without cause, by giving written notice, specifying the effective date of such resignation to his or her successor Trustee and to the current income beneficiaries, at the time of giving notice. I (or my spouse if she is serving as sole Trustee) reserve the right to remove a Trustee or co-Trustee from office, with or without cause, by giving written notice, specifying the effective date of such resignation to the removed Trustee, to his or her successor Trustee, and to the current income beneficiaries. Upon the resignation or removal of a Trustee, such Trustee shall be entitled to reimbursement from the Trust for all reasonable expenses incurred in the settlement of accounts and in the transfer of assets to his or her successor. For purposes of this Subparagraph, the Trustee shall include the Independent Trustee.

C. Appointment of Successor Trustee.

1. Appointment. Upon a Trustee's resignation (including the Independent Trustee), or if a Trustee becomes Disabled or for any reason ceases to serve as Trustee (including the Independent Trustee), I (or my spouse if she is serving as sole Trustee) may appoint any person or persons as successor Trustee, co-Trustee or Independent Trustee, and in the case of the Independent Trustee it shall not be a Related or Subordinate Party, nor a person related or subordinate to me within the meaning of Code Section 672(c), the Treasury Regulations issued thereunder, and successor provisions thereto. Notwithstanding the foregoing, if a named Trustee is not a U.S. citizen or resident at the time of commencement of his term as Trustee, such Trustee should give due consideration to declining to serve to avoid potential adverse U.S. income tax consequences by reason of the characterization of a trust hereunder as a foreign trust under the Code, but shall not be construed to have any duty to so decline if such Trustee desires to serve. There shall always be a Trustee and an Independent Trustee serving hereunder, provided that the same person or entity may serve in both capacities.

2. Specific Trusts. Notwithstanding the preceding provisions of this Subparagraph III.C, subsequent to the death of the survivor of my spouse and me, I specifically appoint the following person or persons as Trustee of the following Trusts:

a. Trustee of Separate Trusts for My Lineal Descendants. With regard to a separate trust held for a lineal descendant of mine hereunder under which such lineal descendant is the principal beneficiary, each such lineal descendant of mine shall serve as co-Trustee with the then serving Trustee upon attaining age thirty (30) years, and each such lineal descendant shall serve as sole Trustee upon attaining age thirty-five (35) years, provided, however, that there shall always be an Independent Trustee serving of such separate trust. While serving as sole Trustee, a lineal descendant of mine may designate an co-Trustee to serve with such lineal descendant and each such lineal descendant may remove and/or replace such co-Trustee with another from time to time.

b. Trustee of Separate Trust for a Spouse of a Lineal Descendant of Mine. A corporate fiduciary shall serve as Trustee and Independent Trustee of any separate trust held for the benefit of a spouse of a lineal descendant of mine. Such corporate fiduciary shall be an entity with trust powers under state law and no less than One Billion ($1,000,000,000.00) Dollars under trust management (itself and its affiliates).

3. Successor Trustees Not Provided For. Whenever a successor Trustee or co-Trustee (including the Independent Trustee) is required and no successor or other functioning mechanism for succession is provided for under the terms of this Trust Agreement , the last serving Trustee (or Independent Trustee, as the case may be) or the last person or entity designated to serve as Trustee of the applicable trust (or Independent Trustee, as the case may be) may appoint his or her successor, and if none is so appointed, the following persons shall appoint a successor Trustee or Independent Trustee (who may be one of the persons making the appointment if over the age of thirty years):

a. The remaining Trustees, if any; otherwise,

b. The principal beneficiary or the spouse of a principal beneficiary for whom a separate trust is held.

The appointment shall be by a written document executed by such person in the presence of two witnesses and acknowledged before a notary public delivered to the appointed Trustee and to me if I am living and not Disabled or in a valid last Will.

4. Power to Remove Trustee. Subsequent to the death of the survivor of my spouse and me, the age 35 or older principal beneficiary of a Trust, or the spouse of a principal beneficiary for whom a separate trust is held, shall have the power to unanimously remove a Trustee, co-Trustee or Independent Trustee of such Trust at any time with or without cause other than a successor Trustee or Independent Trustee appointed by me or my spouse at death under our last Wills, with the successor Trustee or Independent Trustee to be determined in accordance with the foregoing provisions.

D. Method of Appointment of Trustee. Any such appointment of a successor Trustee by a person shall be made in a written instrument executed by such person in the presence of two witnesses and acknowledged before a notary public which is delivered to such appointed Trustee during the lifetime of the person making such appointment, or any such appointment of a successor Trustee by a person may be made under the last Will of such person.

E. Successor Fiduciaries. No Trustee is responsible for, nor has any duty to inquire into, the administration, acts or omissions of any executor, administrator, Personal Representative, or trustee or attorney-in-fact adding property to these Trusts, or of any predecessor Trustee. Each successor Trustee has all the powers, privileges, immunities, rights and title (without the execution of any instrument of transfer or any other act by any retiring Trustee) and all the duties of all predecessors.

F. Liability and Indemnification of Trustee.

1. Liability in General. No individual Trustee (that is, a Trustee that is not a corporation or other entity) shall be liable for any of his or her actions or failures to act as Trustee, even if the individual Trustee is found by a court to have been negligent or in breach of fiduciary duty, except for liability caused by his or her actions or failures to act done in bad faith or with reckless indifference to the purposes of the trust or the interests of the beneficiaries. Each Trustee that is a corporation or other entity will be liable for its actions or failures to act that are negligent or that breach its fiduciary duty, without contribution by any individual Trustee.

2. Indemnification of Trustee. Except in regard to liabilities imposed on a Trustee under the preceding paragraph, each Trustee shall be held harmless and indemnified from the assets of the trust for any liability, damages, attorney's fees, expenses, and costs incurred as a result of its service as Trustee. A Trustee who ceases to serve for any reason will be entitled to receive reasonable security from the assets of the trust to protect it from liability, and may enforce these provisions for

indemnification against the current Trustee or against any assets held in the trust, or if the former Trustee is an individual and not a corporation or other entity, against any beneficiary to the extent of distributions received by that beneficiary. This indemnification right extends to the estate, Personal Representatives, legal successors and assigns of a Trustee.

3. Indemnification of Trustee - Additional Provisions. I recognize that if a beneficiary accuses a Trustee of wrongdoing or breach of fiduciary duty, the Trustee may have a conflict of interest that ordinarily would prevent it from paying legal fees and costs from the trust estate to defend itself. I do not want to put a financial burden on any individual named to serve as a Trustee. Just as important, I do not want an individual who has been selected to serve as a Trustee to be reluctant to accept the position, or while serving to be intimidated in the performance of the Trustee's duties because of the threats of lawsuits that might force the Trustee to pay fees and costs from the Trustee's personal resources. For this reason, I deliberately and intentionally waive any such conflict of interest with respect to any individual serving as Trustee so that he or she can hire counsel to defend himself or herself against allegations of wrongdoing or if sued for any reason (whether by a beneficiary or by someone else) and pay all fees and costs for his or her defense from the trust estate until the dispute is resolved. I understand and agree that a court may award, disallow or allocate fees and costs in whole or in part after the dispute is resolved, as provided by law. The Trustee will account for all such fees and costs paid by it as provided by law. This provision shall not apply to any Trustee that is a corporation or other entity.

G. Compensation, Bond. Each Trustee is entitled to be paid reasonable compensation for services rendered in the administration of the Trust. Reasonable compensation for a non-individual Trustee will be its published fee schedule in effect when its services are rendered unless otherwise agreed in writing, and except as follows. Any fees paid to a non-individual Trustee for making principal distributions, for termination of the trust, and upon termination of its services must be based solely on the value of its services rendered, not on the value of the trust principal. During my lifetime the Trustee's fees are to be charged wholly against income (to the extent sufficient), unless directed otherwise by me in writing. Each Trustee shall serve without bond.

H. Maintenance of Records. The Trustee shall maintain accurate accounts and records. It shall render annual statements of the receipts and disbursements of income and principal of a Trust upon the written request of any adult vested beneficiary of such Trust or the guardian of the person of any vested beneficiary and the approval of such beneficiary shall be binding upon all persons then or thereafter interested in such Trust as to the matters and transactions shown on such statement. The Trustee may at any time apply for a judicial settlement of any account. No Trustee shall be required to file any statutory or other periodic accountings of the administration of a Trust.

I. Interested Trustee. The Trustee may act under this Agreement even if interested in these Trusts in an individual capacity, as a fiduciary of another trust or estate (including my estate) or in any other capacity. The Trustee may in good faith enter into a sale, encumbrance, or other transaction involving the investment or management of trust property for the Trustee's own personal account or which is otherwise affected by a conflict between the Trustee's fiduciary and personal interests, without liability and without being voidable by a beneficiary. The Trustee is specifically authorized to make

loans to, to receive loans from, or to sell, purchase or exchange assets in a transaction with (i) the Trustee's spouse, (ii) the Trustee's children or grandchildren, siblings, parents, or spouses of such persons, (iii) an officer, director, employee, agent, or attorney of the Trustee, or (iv) a corporation, partnership, limited liability company, or other business entity in which the Trustee has a financial interest, provided that in any transaction the trusts hereunder receive fair and adequate consideration in money or money's worth. The Trustee may renounce any interest or expectancy of a trust in, or an opportunity to participate in, specified business opportunities or specified classes or categories of business opportunities that are presented to the Trustee. Such renunciation shall not prohibit the Trustee from participating in the Trustee's individual capacity in such opportunity or expectancy.

J. **Third Parties**. No one dealing with the Trustee need inquire into its authority or its application of property.

K. **Merger of Trusts**. If the Trustee is also trustee of a trust established by myself or another person by will or trust agreement, the beneficiaries to whom income and principal may then be paid and then operative terms of which are substantially the same as those of a Trust held under this Agreement, the Trustee in its discretion may merge either such trust into the other trust. The Trustee, in exercising its discretion, shall consider economy of administration, convenience to the beneficiaries, tax consequences and any other factor it considers important. If it is later necessary to reestablish the merged trust as separate trusts, it shall be divided proportionately to the value of each trust at the time of merger.

L. **Multiple Trustees**. Except as specifically provided herein as to the allocation of powers or discretion of the Independent Trustee, if two Trustees are serving at any time, any power or discretion of the Trustees may be exercised only by their joint agreement. Either Trustee may delegate to the other Trustee the authority to act on behalf of both Trustees and to exercise any power held by the Trustees. If more than two Trustees are serving at any time, and unless unanimous agreement is specifically required by the terms of this Trust Agreement, any power or discretion of the Trustees may be exercised only by a majority. The Trustees may delegate to any one or more of themselves the authority to act on behalf of all the Trustees and to exercise any power held by the Trustees. Trustees who consent to the delegation of authority to other Trustees will be liable for the consequences of the actions of those other Trustees as if the consenting Trustees had joined the other Trustees in performing those actions. A dissenting Trustee who did not consent to the delegation of authority to another Trustee and who has not joined in the exercise of a power or discretion cannot be held liable for the consequences of the exercise. A dissenting Trustee who joins only at the direction of the majority will not be liable for the consequences of the exercise if the dissent is expressed in writing delivered to any of the other Trustees before the exercise of that power or discretion.

ARTICLE IV. INDEPENDENT TRUSTEE

A. **In General**. The Independent Trustee shall have only those duties, obligations, and powers hereunder expressly provided to it, and the Trustee shall not participate in any affirmative duties

provided to the Independent Trustee. Otherwise, the provisions hereunder applicable to the Trustee shall be applicable also to the Independent Trustee except where the context differentiates between a Trustee and an Independent Trustee, including without limitation provisions relating to liability and indemnification of trustees. In the event of any conflict between the powers granted hereunder to both the Trustee and the Independent Trustee, the powers of the Independent Trustee shall have priority over the Trustee. Thus, for example, if the Independent Trustee determines to invest in a Closely Held Interest, such investment is permissible notwithstanding that it reduces the assets available for other investments by the Trustee.

B. **Who May Serve**. Notwithstanding any other provisions of this Trust Agreement to the contrary, including without limitation powers in myself or others to appoint additional or successor Trustees or Independent Trustees, at no time shall a person or entity serve as an Independent Trustee hereunder if such person or entity is a Related or Subordinate Party or is related or subordinate to me within the meaning of Code Section 672(c), the Treasury Regulations issued thereunder, and successor provisions thereto, nor shall I be eligible to serve.

C. **Limited Power of Amendment.**

1. Amendment Power. In the case of each separate Trust at any time in existence hereunder, such Trust's then Independent Trustee, other than any (i) who has ever made a gift transfer to such trust, or (ii) who is prohibited by the provisions of Subparagraph IV.C.2 below from participating in the amendment involved, from time to time may, notwithstanding any other provision of this instrument, amend or restate this instrument, including its dispositive, administrative and other provisions of all kinds, in order to permit the Trustees hereunder (including the Independent Trustee):

a. To address tax and/or other circumstantial changes that may affect such Trust and/or its beneficiaries,

b. To take advantage of changed trust drafting approaches to address potential trust problems, and/or

c. To remove from the governing trust instrument any provisions which have become "deadwood" (i.e., no longer operative in the ongoing administration of such trust due to changed circumstances)

with respect to (i) such Trust, and (ii) all trusts that are subsequently to come into existence under this instrument to hold part or all of the assets of such Trust, in whatever way or ways, such Independent Trustee, in the exercise of its sole discretion, may deem appropriate in the best interests, as interpreted by such Independent Trustee alone, of the principal beneficiary of such Trust(s) and of each such principal beneficiary's family as a whole. Such Independent Trustee shall be guided by what, in the sole judgment of such Independent Trustee alone, would apparently be my original intent hereunder in the light of the changed circumstances. This power of amendment shall include, by way of example and not limitation, the power to:

d. Grant, reduce or eliminate general (as defined in Code Section 2041) and special powers of appointment with respect to part or all of any trust property (such powers may be made subject to any conditions or consents and limited to such objects as may be described in the grant or reduction of each power);

e. Add mandatory distribution or set aside provisions for one or more beneficiaries or permissible distributees;

f. Divide a Trust into separate trusts or merge separate trusts together;

g. Provide for the creation of one or more separate subaccounts (equivalent to a separate trust) in any Trust hereunder with respect to which such subaccounts are more restrictive or other administrative or dispositive provisions are made applicable in order to permit some or all of the properties or interests that may at any time be held in or allocable to that Trust to be segregated and transferred to that subaccount to achieve some tax or other benefit that would otherwise not be available to such property or interest or to the principal beneficiary or one or more of the other current beneficiaries of that Trust (such as, by way of example and not limitation, to permit (i) such property, interest or beneficiary to qualify for some governmental or tax benefit, generation-skipping transfer tax exemption or Code Section 2032A election, or (ii) a disclaimer to be made; and

h. Restrict in any way, revocably or irrevocably, the future exercise of any power held by any beneficiaries, myself, and/or a Trustee (including Independent Trustee) hereunder.

2. Limitations on Amendment Power. Notwithstanding the foregoing, however, under no circumstances shall any such amendment:

a. Extend the period of any such trust's existence beyond the already applicable rule against perpetuities limitation period specified in Subparagraph I.G;

b. Diminish in any way (that is not controlled by the beneficiary) any enforceable right any beneficiary may already have (under the then terms of this instrument) to receive the income of any trust, currently or at any time in the future (but, to the extent an amendment benefits or grants a power to a current beneficiary of any trust, it may diminish the rights of one or more beneficiaries to receive in the future the income of that trust or of any trust subsequently to come into existence to hold part or all of the assets of that trust);

c. Reduce in any way the restrictions and limitations on or liabilities of (i) myself hereunder, including without limitation Subparagraph I.A or as a fiduciary as set forth in Subparagraph III.F, or (ii) this Article IV. This shall not be interpreted to limit the ability of the Independent Trustee to increase such restrictions, limitations and liabilities;

d. Result in any direct or indirect financial benefit to anyone who is not presently or in the future a lineal descendant of mine or the spouse of lineal descendant of mine while

married to a lineal descendant of mine;

e. Make any change that would have the effect of disqualifying any such trust insofar as such trust, prior to such amendment, otherwise qualified for and was in fact already taking advantage of, while such advantage otherwise will continue, (i) any exemption from a surviving spouse's elective right or from any creditor's right to levy on any beneficiary's interest in any such trust, or (ii) any substantial deduction, credit, exclusion or other tax benefit (such as any charitable deduction, any annual gift tax exclusion, Code Section 2032A election, a generation-skipping tax exemption, the opportunity to be a stockholder in an S corporation without adversely affecting the S election of such corporation, a significant grandfathered status under some changed law, and so on).

3. Method of Amendment. Any such amendment shall be by written instrument, executed by such amending Independent Trustee with all the formalities of a deed, setting forth the trust or trusts hereunder to which the amendment applies and the effective date of such amendment.

ARTICLE V. ADDITIONAL TAX MATTERS

A. GST Trusts. I direct (a) that the Trustee shall divide any Trust to which there is allocated any GST exemption into two separate Trusts (each subject to the provisions hereof) so that the generation-skipping tax inclusion ratio of one such Trust is zero, (b) any property exempt from generation-skipping taxation shall be divided as otherwise provided herein and held for the same persons designated in Trusts separate from any property then also so divided which is not exempt from generation-skipping taxation, and (c) if upon the death of a beneficiary a taxable termination would otherwise occur with respect to any property held in Trust for him or her with an inclusion ratio greater than zero, such beneficiary shall have with respect only to such property a power to appoint such fractional share thereof which if included in such beneficiary's gross estate for federal estate tax purposes (without allowing any deduction with respect to such share) would not be taxed at the highest federal estate tax rate and such fractional share of such property shall be distributed to such persons including only such beneficiary's estate, spouse, and issue, as such beneficiary may appoint, and any part of a Trust such beneficiary does not effectively appoint shall be treated as otherwise provided for disposition upon his or her death, provided, if upon his or her death two or more Trusts for his or her benefit are directed to be divided among and held or distributed for the same persons and the generation-skipping tax inclusion ratio of any such Trust is zero, the amount of any other such Trust to which there is allocated any of such beneficiary's GST exemption shall be added to the Trusts with generation-skipping tax inclusion ratios of zero in equal shares.

I request (but do not require) that if two or more Trusts are held hereunder for any person, no principal be paid to such person from the Trusts with the lower inclusion ratios for generation-skipping tax purposes unless the Trust with the highest inclusion ratio has been exhausted by use, consumption, distribution or otherwise or is not reasonably available. For purposes of funding any pecuniary payment or trust division to which there is allocated any GST exemption, such payment or trust division allocation shall be satisfied with cash or property which fairly represents appreciation and depreciation

(occurring between the valuation date and the date of distribution) in all of the assets from which such distribution or allocation could be made, and any pecuniary payment made before a residual transfer of property to which any GST exemption is allocated shall be satisfied with cash or property which fairly represents appreciation and depreciation (occurring between the valuation date and the date of distribution) in all of the assets from which such pecuniary payment could be satisfied and shall be allocated a pro rata share of income earned by all such assets between the valuation date and the date of payment. The valuation date with respect to any property shall be the date as of which its value is determined for federal estate tax purposes with respect to the transferor thereof, and subject to the foregoing, property distributed in kind in satisfaction of any pecuniary payment shall be selected on the basis of the value of such property on the valuation date. All terms used in this paragraph which are defined or explained in Chapter 13 of the Code shall have the same meaning when used herein. The Trustee is authorized and directed to comply with the provisions of the Treasury Regulations interpreting the generation skipping tax provisions of the Code in severing or combining any trust, creating or combining separate trust shares, allocating GST exemption, or otherwise, as necessary to best accomplish the foregoing allocations, inclusion ratios, combinations, and divisions, including, without limitation, the payment of "appropriate interest" as determined by the Trustee as that term is applied and used in said Regulations.

B. **Individual Retirement Accounts**. In the event that this Trust or any trust created under this Agreement is the beneficiary of an Individual retirement account established and maintained under Code Section 408 or a qualified pension, profit sharing or stock bonus plan established and maintained under Code Section 401 (referred to in this paragraph as "IRA"), the following provisions shall apply to such trust:

1. I intend that the beneficiaries of such trust shall be beneficiaries within the meaning of Code Section 401(a)(9) and the Treasury Regulations thereunder. All provisions of such trust shall be construed consistent with such intent. Accordingly, the following provisions shall apply to such trust:

a. No benefits from any IRA may be used or applied for the payment of any debts, taxes or other claims against my estate as set forth in the later paragraph captioned "Taxes", unless other assets of this Trust are not available for such payment.

b. In the event that a beneficiary of any trust created under this Agreement has a testamentary general power of appointment or a limited power of appointment over all or any portion of any trust established under this Agreement, and if such trust is the beneficiary of any benefits from any IRA, the beneficiary shall not appoint any part of such trust to a charitable organization or to a lineal descendant of mine who is older than the beneficiary whose life expectancy is being used to calculate distributions from such IRA.

2. The Trustee shall deliver a copy of this Agreement to the custodian of any IRA of which this Trust or any trust created under this Agreement is the named beneficiary within the time period prescribed Code Section 401(a)(9) and the Treasury Regulations thereunder, along with such

additional items required thereunder. If the custodian of the IRA changes after a copy of this Agreement has been provided pursuant to the preceding sentence, the Trustee shall immediately provide a copy of this Agreement to the new custodian. The Trustee shall request each custodian to complete a receipt of the Agreement and shall attach such receipt to this Agreement. The Trustee shall provide a copy of each amendment of this Agreement to the custodian and shall obtain a receipt of such amendment.

C. **Subchapter S Stock**. Regardless of anything herein to the contrary, in the event that the principal of a Trust includes stock in a corporation for which there is a valid election to be treated under the provisions of Subchapter S of the Code, the income beneficiary of such a Trust is a U.S. citizen or U.S. resident for federal income tax purposes, and such Trust is not an "electing small business trust" under Code Section 1361(e)(1) in regard to that corporation, the Trustee[s] shall (a) hold such stock as a substantially separate and independent share of such Trust within the meaning of Code Section 663(c), which share shall otherwise be subject to all of the terms of this Agreement, (b) distribute all of the income of such share to the one income beneficiary thereof in annual or more frequent installments, (c) upon such beneficiary's death, pay all accrued or undistributed income of such share to the beneficiary's estate, (d) distribute principal from such share during the lifetime of the income beneficiary only to such beneficiary, notwithstanding any powers of appointment granted to any person including the income beneficiary, and (e) otherwise administer such share in a manner that qualifies it as a "qualified Subchapter S trust" as that term is defined in Code Section 1361(d)(3), and shall otherwise manage and administer such share as provided under this Agreement to the extent not inconsistent with the foregoing provisions of this paragraph.

D. **Taxes**. The Trustee shall pay to the Personal Representative of my estate from the principal of the Trust, but not from the portion of any asset or the proceeds thereof which would not otherwise be includible in my gross estate for estate tax purposes, such as the proceeds of insurance policies that are not includible in my estate, such amounts as the Personal Representative certifies, in writing, are required for the payment of estate, inheritance, succession and transfer taxes, including any interest or penalty thereon, which are payable by said Personal Representative by reason of my death and are attributable to assets held in this Trust (*i.e.*, to the extent that such taxes are increased by the taxability of such Trust assets). The Trustee may rely upon the correctness of such certifications and is exonerated from all liability for making payments in reliance thereon. Notwithstanding any distribution requirement herein, subsequent to my death the Trustee is authorized to retain in trust any amounts designated to be distributed until the earlier of the issuance of an estate tax closing letter from the Internal Revenue Service in regard to my estate or the closing of the federal estate tax statute of limitations for estate taxes arising by reason of my death.

E. **Taxpayer Identification Number**. By executing this Trust Agreement, the Trustee authorizes Tescher & Spallina, P.A. to apply for a taxpayer identification number from the Internal Revenue Service for the Trust.

IN WITNESS WHEREOF, the parties hereto have executed this Trust Agreement on the date first above written.

GRANTOR and CO-TRUSTEE:

SIMON L. BERNSTEIN

This instrument was signed by SIMON L. BERNSTEIN in our presence, and at the request of and in the presence of SIMON L. BERNSTEIN and each other, we subscribe our names as witnesses on this 20 day of May, 2008:

Print Name: Diana Banks
Address: 23415 Boca Trace Dr
Boca Raton FL 33433

Print Name: TRACI KRATISH
Address: 16068 GLENCREST AVE
DELRAY BEACH, FL 33446

STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20 day of May, 2008, by SIMON L. BERNSTEIN.

NOTARY PUBLIC-STATE OF FLORIDA
Kimberly Moran
Commission #DD766470
Expires: APR. 28, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

Kimberly Moran
Signature - Notary Public

[Seal with Commission Expiration Date]

Print, type or stamp name of Notary Public

Personally Known ✓ or Produced Identification _____
Type of Identification Produced _____

CO-TRUSTEE:

SHIRLEY BERNSTEIN

This instrument was signed by SHIRLEY BERNSTEIN in our presence, and at the request of and in the presence of SHIRLEY BERNSTEIN and each other, we subscribe our names as witnesses on this 1st day of May, 2008:

Print Name: Diana Banks
Address: 23415 Boca Trace Dr
Boca Raton Fl 33433

Print Name: TRACI KRATISH
Address: 16068 GLENCREST AVE
DELRAY BEACH, FL 33446

STATE OF FLORIDA
SS.
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20 day of May, 2008, by SHIRLEY BERNSTEIN.

NOTARY PUBLIC-STATE OF FLORIDA
Kimberly Moran
Commission # DD766470
Expires: APR. 28, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

[Seal With Commission Expiration Date]

Kimberly Moran
Signature - Notary Public

Print, type or stamp name of Notary Public

Personally Known ✓ or Produced Identification _____
Type of Identification Produced _____

INDEPENDENT TRUSTEE:

ROBERT L. SPALLINA

This instrument was signed by ROBERT L. SPALLINA in our presence, and at the request of and in the presence of ROBERT L. SPALLINA and each other, we subscribe our names as witnesses on this 20th day of May, 2008:

Print Name: Diana Banks
Address: 23415 Boca Trace Dr
Boca Raton, FL 33433

Print Name: TRAII KRATISH
Address: 16068 GLENCREST AVE
DELRAY BEACH, FL 33446

STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20 day of May, 2008, by ROBERT L. SPALLINA.

NOTARY PUBLIC-STATE OF FLORIDA
Kimberly Moran
Commission # DD766470
Expires: APR. 28, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

Signature - Notary Public

[Seal with Commission Expiration Date]

Print, type or stamp name of Notary Public

Personally Known ✓ or Produced Identification _____
Type of Identification Produced _____

F:\WPDATA\drt\Bernstein, Shirley & Simon\Children's Trusts\Eliot Bernstein Family Trust.wpd [05 11:22 20 08]

TRUST

ATTACHMENT

ITEM NO.	DESCRIPTION	AMOUNT
1	Cash	$1.00

65-6477115

JILL IANTONI

FAMILY TRUST

Prepared by:

Tescher & Spallina, P.A.
2101 Corporate Blvd., Suite 107, Boca Raton, Florida 33431
(561) 998-7847
www.tescherlaw.com

TESCHER & SPALLINA, P.A.

JILL IANTONI

FAMILY TRUST

THIS IRREVOCABLE TRUST AGREEMENT is made and entered into this 20 day of MAY, 2008, by and between SIMON L. BERNSTEIN, a resident of Palm Beach County, Florida, ~~as~~ grantor, hereinafter referred to in the first person, and SIMON L. BERNSTEIN and SHIRLEY BERNSTEIN as co-trustees (referred to as the ***"Trustee,"*** which term more particularly refers to all individuals and entities serving as trustee of a trust created hereunder during the time of such service, whether alone or as co-trustees, and whether originally serving or as a successor trustee), and ROBERT L. SPALLINA as the independent trustee (referred to as the ***"Independent Trustee,"*** which term more particularly refers to all individuals and entities serving as independent trustee of a trust created hereunder during the time of such service, whether alone or as co-trustees, and whether originally serving or as a successor independent trustee). I have delivered to the Trustee certain property as set forth in the Attachment annexed hereto, receipt of which is hereby acknowledged by the Trustee. Such property, and any additions to such property, shall be held in trust as provided in this Agreement.

ARTICLE I. TRUST ADMINISTRATION

A. **Additions, Substitutions and Trust Irrevocable**. I or any other person may cause additional property to be added hereunder at any time during life or at death by will, insurance or death benefit beneficiary designation or otherwise. I shall have no right or power, either alone or in conjunction with any other person, to alter, amend, revoke or terminate any of the terms of this Agreement in any manner whatever. Unless and until surrendered by me in a writing delivered to the Trustee, I retain the power, to be exercised in an individual and nonfiduciary capacity (*i.e.*, without any fiduciary duty to any beneficiary with respect to its exercise or nonexercise) and without requiring the consent or approval of any person, to from time to time reacquire trust principal by substituting other property of equivalent value for said principal. Notwithstanding the foregoing, said right of substitution shall not apply to any insurance policies on my life owned by this Trust that would cause me to have any incidents of ownership as that term is defined under Section 2042 of the Code and the Regulations thereunder. I shall have the right at any time or times by an instrument, in writing, delivered to the Trustee to relinquish the right of substitution provided for herein.

B. **Rights of Withdrawal**. In any calendar year during my life in which property is contributed to the Trust by gift, each Withdrawal Beneficiary with respect to such contribution, acting personally or through his or her legal or natural guardian or attorney-in-fact, is hereby granted the absolute right, with respect to each such contribution, by written instrument or instruments delivered to the Trustee prior to the termination of such right, to withdraw from the principal of the Trust, from time

to time, an amount having an aggregate value (as of the date or dates of withdrawal) equal to such Withdrawal Beneficiary's Withdrawal Amount with respect to such contribution. Any such right to withdraw shall terminate at the earliest time and then to the extent that any such termination will not result in a taxable gift made by the individual holding the right, provided, no part of any right to withdraw shall terminate less than 60 days after the contribution to the Trust to which such right relates.

1. For purposes of this Subparagraph I.B, a Withdrawal Beneficiary with respect to a contribution to the Trust shall mean each person designated by the contributor to the Trustee in writing contemporaneously with such contribution, provided, in the event the contributor fails to make any such designation with respect to a contribution, my then living lineal descendants and their spouses shall be the Withdrawal Beneficiary with respect to such contribution.

2. For purposes of this Subparagraph I.B, each Withdrawal Beneficiary's Withdrawal Amount with respect to a contribution shall be such amount designated by the contributor to the Trustee in writing contemporaneously with the contributor's designation of such person as a Withdrawal Beneficiary, provided, if the contributor of such contribution fails to designate a Withdrawal Amount with respect to any Withdrawal Beneficiary, then each Withdrawal Beneficiary's Withdrawal Amount with respect to such contribution shall be an amount equal to a fraction (defined below) multiplied by the lesser of (i) the value of such contribution (at the time of such contribution), or (ii) the sum of the amounts of all federal gift tax exclusions then available to the contributor with respect to all Withdrawal Beneficiaries with respect to such contribution. The numerator of said fraction shall be the amount of any federal gift tax exclusion available to such contributor with respect to such Withdrawal Beneficiary (at the time of such contribution) and the denominator shall be the sum of the amounts of all federal gift tax exclusions then available to such contributor with respect to all such Withdrawal Beneficiaries. One-half of a contribution made by a married person shall be treated as a second separate contribution made by his or her spouse, provided, if such married person's spouse is then one of such Withdrawal Beneficiaries, only one-half of the excess of such contribution (at the time of such contribution) over the amount of the federal gift tax exclusion then available to such contributor with respect to his or her spouse shall be so treated.

3. Regardless of anything in this Subparagraph I.B to the contrary, each contributor of a contribution to this Trust shall have the right with respect to such contribution by a written instrument delivered to the Trustee at the time of such contribution (i) to exclude any person who would otherwise have a right of withdrawal from exercising such power; (ii) to increase or decrease the amount subject to any right of withdrawal except that the amount subject to all withdrawal rights shall not exceed the amount of the contribution; and/or (iii) to change the period during which any right of withdrawal may be exercised.

4. The Trustee shall inform any Withdrawal Beneficiary of the existence of such right of withdrawal within ten days after it comes into existence but not later than the last day of the calendar year in which it comes into existence. Any such Withdrawal Beneficiary or his or her guardian may, after receiving such notice at least once, waive further notices by an instrument in writing delivered to the Trustee.

C. Trusts for JILL IANTONI and my Lineal Descendants. The Trust shall be administered as follows for its beneficiaries:

1. Initial Beneficiary. My daughter, JILL IANTONI, shall be the first principal beneficiary of the Trust.

2. Net Income and Principal Distributions.

a. The Trustee shall pay to or apply for the benefit of a principal beneficiary and the lineal descendants of a principal beneficiary dependent on such principal beneficiary for support, so much of the net income and then principal of his or her separate Trust as the Independent Trustee determines in its sole, absolute and unreviewable discretion, provided, however, that while a principal beneficiary is serving as Trustee hereunder, he or she may make distributions to or for the benefit of himself or herself for such beneficiary's Needs without any authorization from the Independent Trustee. Having in mind the extent to which funds will be available for expenditure for the benefit of such beneficiaries, the Independent Trustee is authorized to expend such amounts as it, in its sole, absolute and unreviewable discretion, shall determine to maintain the then current lifestyle of such beneficiaries, including, but not limited to, complete authority to provide for their personal care and comfort in any manner whatsoever. Net income that is not distributed shall be added to principal on an annual basis.

b. The Independent Trustee is specifically authorized in its sole, absolute and unreviewable discretion to acquire, hold and maintain one or more residences (whether held as real property, condominium or cooperative apartment) for the use and benefit of the principal beneficiary and his or her cohabitating spouse and lineal descendants, and to sell or otherwise dispose of such residences when not desired for such use and benefit. The Independent Trustee is authorized to pay all carrying charges of such residences, including, but not limited to, any taxes, assessments and maintenance thereon, and all expenses of the repair, renovation, improvement and operation thereof, including the employment of domestic servants and other expenses incident to the running of a household for the benefit of such beneficiaries.

c. In exercising the discretions conferred in this Subparagraph, the Independent Trustee should give due consideration to the advisability of using the principal beneficiary's own assets and resources in order to reduce the amount of the principal beneficiary's taxable estate, thereby minimizing the amount of the principal beneficiary's future taxes. Further, it is my intent that this Trust be used to enhance the principal beneficiaries' quality of life, including (without limitation) travel, purchase of a home, cultural appreciation and enjoyment (music, arts, etc.), and education. In addition, I would like this Trust to provide a source of funds in the event that a principal beneficiary, through accident or misfortune, does not have sufficient sources of income to provide for his or her own support. I expect my lineal descendants to support themselves independently and to be productive members of their communities and not to become dependent upon distributions from the Trusts to the extent that they lose their ambition and incentive. When a beneficiary is able to be gainfully employed

and is not actively engaged in raising his or her children, the Independent Trustee should give due consideration in exercising its discretion to not using Trust assets to replace the beneficiary's own efforts to work and accumulate financial security. However, it is not my intent to force a parent to work outside the home when he or she has determined that it is important to stay at home to raise a family. In addition, I do not intend that the Independent Trustee place undue emphasis on the amount a beneficiary earns if he or she is actively engaged in a worthwhile pursuit, including working as an unpaid volunteer for charitable purposes. In prioritizing distributions between the principal beneficiary and his or her lineal descendants, it is my intent that my first priority is the principal beneficiary. In addition to the foregoing guidance, I request, but do not require, that my lineal descendants take adequate precautions for the protection of our family's wealth and property from marital discord through the use of prenuptial agreements or other similar planning and devices. I also request, but do not require, that my lineal descendants pursue higher education, to the best of their abilities and individual circumstances. For some descendants this may mean the completion of a college education, the receipt of a masters or a doctorate, or a professional degree, and for others this may mean training in their chosen vocation. It is not my goal that the Independent Trustee reward professional students, nor punish those lineal descendants for whom life or individual circumstances indicate that the pursuit of higher education is not practical or advantageous, but only to encourage my lineal descendants to take full advantage of all educational opportunities open to them and not rush their entry into the workplace. I do not intend by these expressions of intent to bind the Independent Trustee or alter the absolute discretion it has been granted hereunder or create enforceable obligations to any beneficiary, but merely to provide general guidance to the Independent Trustee in the exercise of its discretions.

3. Death of a Principal Beneficiary. If a principal beneficiary dies with assets remaining in his or her separate Trust, upon his or her death he or she may appoint all or part of his or her Trust, in trust, to or for the benefit of one or more of my lineal descendants and their spouses (excluding from said class, however, such principal beneficiary and such principal beneficiary's creditors, estate, and creditors of such principal beneficiary's estate), provided that any such appointment to a surviving spouse of a principal beneficiary shall be limited to a life estate in all or a lesser portion of such principal beneficiary's separate Trust, and such spouse's separate trust shall be administered as provided in Subparagraph I.D. below. Any part of his or her Trust such principal beneficiary does not effectively appoint shall upon his or her death be divided among and held in separate Trusts for the following persons with such persons to become the principal beneficiary thereunder;

a. for his or her lineal descendants then living, *per stirpes*; or

b. if he or she leaves no lineal descendant then living, *per stirpes* for the lineal descendants then living of his or her nearest ancestor (among me and my lineal descendants) with a lineal descendant then living who is also a lineal descendant of my spouse, SHIRLEY BERNSTEIN.

Such separate Trusts shall be administered as provided for trusts under this Subparagraph I.C., or added to Trusts established for such principal beneficiaries that are already in existence under Subparagraph I.C.

D. **Administration of Separate Trust for Spouse**. The Independent Trustee shall pay to the spouse of a principal beneficiary, so much of the net income and principal of his or her separate trust as is proper for such spouse's Needs. Net income that is not distributed shall be added to principal on an annual basis. Upon the death of a spouse of a principal beneficiary, the remaining assets of his or her separate trust shall be divided among and held in separate Trusts for his or her lineal descendants then living, *per stirpes*, who are also lineal descendants of the predeceased principal beneficiary who established this Trust for his or her spouse pursuant to the power of appointment granted to said principal beneficiary under Subparagraph I.C. above. Each lineal descendant for whom a separate trust is established shall become the principal beneficiary of such separate Trusts and such separate trusts shall be administered as provided under Subparagraph I.C., or added to Trusts established for such principal beneficiaries that are already in existence under Subparagraph I.C.

E. **Termination of Small Trust**. If at any time after my death in the opinion of the Trustee a separate Trust holds assets of a value of less than $50,000.00 and is too small to justify the expense of its retention, and termination of such Trust is in the best interests of its current principal beneficiary, the Independent Trustee in its discretion may terminate such Trust and pay it to said principal beneficiary.

F. **Contingent Gift**. If at any time property of a Trust held under this Agreement is not disposed of under the other provisions of this Agreement, it shall be paid, as a gift made hereunder, to such persons and in such shares as such property would be distributed if I had then owned such property and had then died solvent, unmarried and intestate domiciled in the State of Florida, according to the laws of Florida then in effect.

G. **Maximum Duration**. Regardless of anything in this Agreement to the contrary, no trust interest herein created shall continue beyond three hundred sixty (360) years after the date of creation of this Agreement, nor shall any power of appointment be exercised in such manner so as to delay vesting of any trust beyond such period. Immediately prior to the expiration of such period, all such trusts then in existence shall terminate, and the assets thereof shall be distributed outright and in fee to then beneficiaries of the current income and in the proportions in which such persons are the beneficiaries, and if such proportions cannot be ascertained, then equally among such beneficiaries.

ARTICLE II. GENERAL

A. **Disability**. While any beneficiary is Disabled, income or principal payable to him or her may, in the discretion of the Trustee, be paid directly to him or her, without the intervention of a guardian, directly to his or her creditors or others for his or her sole benefit or to an adult person or an eligible institution (including the Trustee) selected by the Trustee as custodian for such a minor beneficiary under the Uniform Transfers to Minors Act or similar law. The receipt by such payee is a complete release to the Trustee.

B. Substance Abuse.

1. In General. If the Independent Trustee reasonably believes that a beneficiary of any trust (which for purposes of this Subparagraph II.B.1 includes the lineal descendants of a principal beneficiary who are eligible to receive distributions from that trust):

a. routinely or frequently uses or consumes any illegal substance so as to be physically or psychologically dependent upon that substance, or

b. is clinically dependent upon the use or consumption of alcohol or any other legal drug or chemical substance that is not prescribed by a board certified medical doctor or psychiatrist in a current program of treatment supervised by such doctor or psychiatrist,

and if the Independent Trustee reasonably believes that as a result the beneficiary is unable to care for himself or herself, or is unable to manage his or her financial affairs, all distributions (including distributions upon termination of the trust) to the beneficiary, all of the beneficiary's withdrawal rights (if any), and all of the beneficiary's rights to participate in decisions concerning the removal and appointment of Trustees and Independent Trustees will be suspended. In that event, the following provisions of this Subparagraph II.B will apply.

2. Testing. The Independent Trustee may request the beneficiary to submit to one or more examinations (including laboratory tests of bodily fluids) determined to be appropriate by a board certified medical doctor and to consent to full disclosure to the Independent Trustee of the results of all such examinations. The Independent Trustee shall maintain strict confidentiality of those results and shall not disclose those results to any person other than the beneficiary without the prior written permission of the beneficiary. The Independent Trustee may totally or partially suspend all distributions otherwise required or permitted to be made to that beneficiary until the beneficiary consents to the examination and disclosure to the Independent Trustee.

3. Treatment. If, in the opinion of the examining doctor, the examination indicates current or recent use of a drug or substance as described above, the examining doctor will determine an appropriate method of treatment for the beneficiary (for example, counseling or treatment on an in-patient basis in a rehabilitation facility) that is acceptable to the Independent Trustee. If the beneficiary consents to the treatment, the Independent Trustee may, in its absolute and unfettered discretion, pay the costs of treatment including directly to the provider of those services.

4. Resumption of Distributions. The Independent Trustee may resume other distributions to the beneficiary (and the beneficiary's other suspended rights will be restored) when, in the case of use or consumption of an illegal substance, examinations indicate no such use for 12 months and, in all cases, when the Independent Trustee in its discretion determines that the beneficiary is able to care for himself or herself and is able to manage his or her financial affairs.

5. Exoneration. No Independent Trustee (nor any doctor retained by the

Independent Trustee) will be responsible or liable to anyone for a beneficiary's actions or welfare. The Independent Trustee has no duty to inquire whether a beneficiary uses drugs or other substances as described in this Subparagraph II.B. The Independent Trustee (and any doctor retained by the Independent Trustee) is to be indemnified from the Trust estate and held harmless from any liability of any nature in exercising its judgment and authority under this Subparagraph II.B, including any failure to request a beneficiary to submit to medical examination, and including a decision to distribute amounts to a beneficiary.

6. Tax Savings Provision. Despite the provisions of this Subparagraph II.B, the Independent Trustee cannot suspend any mandatory distributions or withdrawal rights that are required for that trust to become or remain a Qualified Subchapter S Trust (unless the Independent Trustee elects for the trust to be an Electing Small Business Trust), or to qualify for any federal transfer tax exemption, deduction, or exclusion allowable with respect to that trust.

C. Income on Death of Beneficiary. Subject to the following Subparagraph captioned "Subchapter S Stock," and except as otherwise explicitly provided herein, upon the death of any principal beneficiary, all accrued or undistributed income of such deceased principal beneficiary's Trust shall pass with the principal of his or her Trust but shall remain income for trust accounting purposes.

D. Definitions. In this Agreement,

1. Children, Lineal Descendants. The terms "***child,***" "***children***" and "***lineal descendant***" mean only persons whose relationship to the ancestor designated is created entirely by or through (a) legitimate births occurring during the marriage of the joint biological parents to each other, (b) children and their lineal descendants arising from surrogate births and/or third party donors when (i) the child is raised from birth by a married couple through the pendency of such marriage, (ii) one of such couple is the designated ancestor, and (iii) to the best knowledge of the Trustee both members of such couple participated in the decision to have such child, and (c) lawful adoptions of minors under the age of twelve years. No such child or lineal descendant loses his or her status as such through adoption by another person. Notwithstanding the foregoing, for all purposes of this Trust and the dispositions made hereunder, my children shall only include TED S. BERNSTEIN, PAMELA B. SIMON, ELIOT BERNSTEIN, JILL IANTONI and LISA S. FRIEDSTEIN, and my lineal descendants shall include only said named individuals and their respective lineal descendants.

2. Code. "***Code***" means the Internal Revenue Code of 1986, as amended, and in referring to any particular provision of the Code, includes a reference to any equivalent or successor provision of a successor federal tax law.

3. Disabled. "***Disabled***" or being under "***Disability***" means, as to any applicable individual: (1) being under the age of 21 years, (2) having been adjudicated by a court of competent jurisdiction as mentally or physically incompetent or unable to manage his or her own property or personal affairs (or a substantially similar finding under applicable state or national law), or (3) being unable to properly manage his or her personal or financial affairs, or a trust estate hereunder as to a

Trustee hereunder, because of a mental or physical impairment (whether temporary or permanent in nature). A written certificate executed by an individual's attending physician or attending psychiatrist confirming that person's impairment will be sufficient evidence of Disability under item (3) above, and all persons may rely conclusively on such a certificate.

4. Needs Distributions. Payments to be made for a person's ***"Needs"*** means payments for such person's support, health (including lifetime residential or nursing home care), maintenance and education. However, the Trustee, based upon information reasonably available to it, shall make such payments for a person's Needs only to the extent such person's income, and funds available from others obligated to supply funds for such purposes (including, without limitation, pursuant to child support orders and agreements), are insufficient in its opinion for such purposes, and shall take into account such person's accustomed manner of living, age, health, marital status and any other factor it considers important. Income or principal to be paid for a person's Needs may be paid to such individual or applied by the Trustee directly for the benefit of such person. The Trustee may make a distribution or application authorized for a person's Needs even if such distribution or application substantially depletes or exhausts such person's trust, without any duty upon the Trustee to retain it for future use or for other persons who might otherwise benefit from such trust.

5. Per Stirpes. In a division "***per stirpes***" each generation shall be represented and counted whether or not it has a living member.

6. Related or Subordinate Party. A "***Related or Subordinate Party***" to a trust describes a beneficiary of the subject trust or a related or subordinate party to a beneficiary of the trust as the terms "related or subordinate party" are defined under Code Section 672(c).

7. Spouse. A person's "***spouse***" includes only a spouse then married to and living as husband and wife with him or her, or a spouse who was married to and living as husband and wife with him or her at his or her death. The following rules apply to each person who is a beneficiary or a permissible appointee under this Trust Agreement and who is married to a descendant of mine. Such a person will cease to be a beneficiary and will be excluded from the class of permissible appointees and distribution recipients upon:

a. the legal termination of the marriage to my descendant (whether before or after my death), or

b. the death of my descendant if a dissolution of marriage proceeding was pending when he or she died.

The Trust will be administered as if that person had died upon the happening of the terminating event described above.

8. Gender, Number. Where appropriate, words of any gender include all genders and the singular and plural are interchangeable.

E. **Powers of Appointment**. Property subject to a power of appointment shall be paid to, or retained by the Trustee or paid to any trustee under any will or trust agreement for the benefit of, such one or more permissible appointees, in such amounts and proportions, granting such interests, powers and powers of appointment, and upon such conditions including spendthrift provisions as the holder of such power (i) in the case of a power exercisable upon the death of such holder, appoints in his or her will or in a trust agreement revocable by him or her until his or her death, or (ii) in the case of a power exercisable during the life of such holder, appoints in a written instrument signed by such holder, two witnesses and a notary public, but in either case only if such will, trust agreement, or instrument specifically refers to such power.

F. **Limitations on Powers of Trustee**. Regardless of anything herein to the contrary, no Trustee shall make or participate in making any distribution of income or principal of a trust to or for the benefit of a beneficiary which would directly or indirectly discharge any legal obligation of such Trustee or a donor of such trust (as an individual) to support such beneficiary; and no Trustee shall make or participate in making any discretionary distribution of income or principal to or for the benefit of himself or herself other than for his or her Needs, including by reason of a determination to terminate a trust described herein.

G. **Presumption of Survivorship**. If any person shall be required to survive another person in order to take any interest under this Agreement, the former person shall be deemed to have predeceased the latter person, if such persons die under circumstances which make it difficult or impracticable to determine which one died first.

H. **Protective Provision**. No beneficiary of any Trust herein created shall have any right or power to anticipate, transfer, pledge, sell, alienate, assign or encumber in any way his or her interest in the income or principal of such trust. Furthermore, no creditor shall have the right to attach, lien, seize or levy upon the interest of the beneficiary in this Trust and such interest shall not be liable for or subject to the debts, liabilities or obligations of any such beneficiary or any claims against such beneficiary (whether voluntarily or involuntarily created), and the Trustee shall pay directly to or for the use or benefit of such beneficiary all income and principal to which such beneficiary is entitled, notwithstanding that such beneficiary has executed a pledge, assignment, encumbrance or in any other manner alienated or transferred his or her beneficial interest in the Trust to another. This paragraph shall not preclude the effective exercise of any power of appointment granted herein or the exercise of any disclaimer.

I. **Governing Law**. This Agreement is governed by the law of the State of Florida.

J. **Mandatory Notice Required by Florida Law.** The trustee of a trust may have duties and responsibilities in addition to those described in the instrument creating the trust. If you have questions, you should obtain legal advice.

K. Release of Medical Information.

1. Disability of Beneficiary. Upon the written request of the Independent Trustee (with or without the concurrence of co-Trustees) issued to any current income or principal beneficiary (including discretionary beneficiaries) for whom a determination of Disability is relevant to the administration of a trust hereunder and for whom a Trustee (with or without the concurrence of co-Trustees) desires to make such a determination, such beneficiary shall issue to all Trustees including Independent Trustees (who shall be identified thereon both by name to the extent known and by class description) a valid authorization under the Health Insurance Portability and Accountability Act of 1996 and any other applicable or successor law authorizing all health care providers and all medical sources of such requested beneficiary to release protected health information of the requested beneficiary to all such Trustees that is relevant to the determination of the Disability of the requested beneficiary as Disability is defined hereunder. The period of each such valid authorization shall be for six months (or the earlier death of the requested beneficiary). If such beneficiary (or his or her legal representative if such beneficiary is a minor or legally disabled) refuses within thirty days of receipt of the request to provide a valid authorization, or at any time revokes an authorization within its term, the Trustee shall treat such beneficiary as Disabled hereunder until such valid authorization is delivered.

2. Disability of Trustee. Upon the request to a Trustee, including myself and an Independent Trustee, that is an individual by (a) a co-Trustee, or if none, (b) the person or entity next designated to serve as a successor Trustee not under legal incapacity, or if none, (c) any adult current income or principal beneficiary not under legal incapacity, or in any event and at any time (d) a court of competent jurisdiction, such Trustee shall issue to such person and all persons, courts of competent jurisdiction, and entities (who shall be identified thereon both by name to the extent known and by class description), with authority hereunder to determine such requested Trustee's Disability, a valid authorization under the Health Insurance Portability and Accountability Act of 1996 and any other applicable or successor law authorizing all health care providers and all medical sources of such requested Trustee to release protected health information of the requested Trustee to such persons, courts and entities, that is relevant to the determination of the Disability of the requested Trustee as Disability is defined hereunder. The period of each such valid authorization shall be for six months (or the earlier death or resignation of the requested Trustee). If such requested Trustee refuses within thirty days of receipt of the request to deliver a valid authorization, or at any time revokes an authorization within its term, such requested Trustee shall thereupon be treated as having resigned as Trustee hereunder.

3. Authorization to Issue Certificate. All required authorizations under this paragraph shall include the power of a physician or psychiatrist to issue a written certificate to the appropriate persons or entities as provided in paragraph II.D.3 hereof.

ARTICLE III. FIDUCIARIES

A. Powers of the Trustee. The Trustee has the powers now or hereafter provided by law and the following powers exercisable without court approval, provided, however, that the Trustee shall

exercise all powers in a fiduciary capacity:

1. Investments. To sell or exchange at public or private sale and on credit or otherwise, with or without security, and to lease for any term or perpetually, any property, real and personal, at any time forming a part of the trust estate (the ***"estate"***); to grant and exercise options to buy or sell; to make purchases from my estate, any trust established by me during my lifetime, for full and adequate consideration and to make loans to my estate for adequate and reasonable interest and security, and the Trustee is expressly authorized to purchase stock and securities for adequate and full consideration owned by my estate, any trust established by me during my lifetime, whether such stock and securities are issued by closely held corporations or publicly traded corporations; to invest or reinvest in real or personal property of every kind, description and location; and to receive and retain any such property whether originally a part of any trust herein created or subsequently acquired, even if the Trustee is personally interested in such property, and without liability for any decline in the value thereof; all without limitation by any statutes or judicial decisions whenever enacted or announced, regulating investments or requiring diversification of investments, it being my intention to give the broadest investment powers and discretion to the Trustee. Any bank, trust company, or other corporate trustee serving hereunder as Trustee is authorized to invest in its own common trust funds.

2. Special Investments. The Trustee is expressly authorized (but not directed) to retain, make, hold, and dispose of investments not regarded as traditional for trusts, including interests or investments in privately held business and investment entities and enterprises, including without limitation stock in closely held corporations, limited partnership interests, joint venture interests, mutual funds, business trust interests, and limited liability company membership interests, notwithstanding (a) any applicable prudent investor rule or variation thereof, (b) common law or statutory diversification requirements (it being my intent that no such duty to diversify shall exist) (c) a lack of current cash flow therefrom, (d) the presence of any risk or speculative elements as compared to other available investments (it being my intent that the Trustee have sole and absolute discretion in determining what constitutes acceptable risk and what constitutes proper investment strategy), (e) lack of a reasonable rate of return, (f) risks to the preservation of principal, (g) violation of a Trustee's duty of impartiality as to different beneficiaries (it being my intent that no such duty exists for this purpose), and (h) similar limitations on investment under this Agreement or under law pertaining to investments that may or should be made by a Trustee (including without limitation the provisions of Fla.Stats. §518.11 and successor provisions thereto that would characterize such investments as forbidden, imprudent, improper or unlawful). The Trustee shall not be responsible to any trust created hereunder or the beneficiaries thereof for any loss resulting from any such authorized investment, including without limitation loss engendered by the higher risk element of that particular entity, investment, or enterprise, the failure to invest in more conservative investments, the failure to diversify trust assets, the prudent investor rule or variant thereof. Notwithstanding any provisions for distributions to beneficiaries hereunder, if the Trustee determines that the future potential investment return from any illiquid or closely held investment asset warrants the retention of that investment asset or that sufficient value could not be obtained from the sale or other disposition of an illiquid or closely held investment asset, the Trustee is authorized to retain that asset and if necessary reduce the distributions to beneficiaries due to lack of sufficient liquid or marketable assets. However, the preceding provisions of this Subparagraph shall not

reduce any income distributions otherwise required hereunder for a "qualified subchapter S trust" as that term is defined in Code Section 1361(d)(3).

3. Distributions. To make any division or distribution pro rata or non-pro rata, in cash or in kind, and to allocate undivided interests in property and dissimilar property (without regard to its tax basis) to different shares.

4. Management. To manage, develop, improve, partition or change the character of an asset or interest in property at any time; and to make ordinary and extraordinary repairs, replacements, alterations and improvements, structural or otherwise.

5. Borrowing. To borrow money from anyone on commercially reasonable terms, including entities owned in whole or in part by the trust, a Trustee, beneficiaries and other persons who may have a direct or indirect interest in a Trust; and to mortgage, margin, encumber and pledge real and personal property of a trust as security for the payment thereof, without incurring any personal liability thereon and to do so for a term within or extending beyond the terms of the trust and to renew, modify or extend existing borrowing on similar or different terms and with the same or different security without incurring any personal liability; and such borrowing from a Trustee may be with or without interest, and may be secured with a lien on trust assets.

6. Lending. To extend, modify or waive the terms of any obligation, bond or mortgage at any time forming a part of a trust and to foreclose any such mortgage; accept a conveyance of encumbered property, and take title to the property securing it by deed in lieu of foreclosure or otherwise and to satisfy or not satisfy the indebtedness securing said property; to protect or redeem any such property from forfeiture for nonpayment of taxes or other lien; generally, to exercise as to such bond, obligation or mortgage all powers that an absolute owner might exercise; and to loan funds to beneficiaries at commercially reasonable rates, terms and conditions.

7. Abandonment of Property. To abandon any property or asset when it is valueless or so encumbered or in such condition that it is of no benefit to a trust. To abstain from the payment of taxes, liens, rents, assessments, or repairs on such property and/or permit such property to be lost by tax sale, foreclosure or other proceeding or by conveyance for nominal or no consideration to anyone including a charity or by escheat to a state; all without personal liability incurred therefor.

8. Real Property Matters. To subdivide, develop or partition real estate; to purchase or sell real property and to enter into contracts to do the same; to dedicate the same to public use; to make or obtain the location of any plats; to adjust boundaries; to adjust differences in valuations on exchange or partition by giving or receiving consideration; and, to grant easements with or without consideration as the Trustee may determine; and to demolish any building, structures, walls and improvements, or to erect new buildings, structures, walls and improvements and to insure against fire and other risks; and to protect and conserve, or to lease, or to encumber, or otherwise to manage and dispose of the real property to the extent such power is not otherwise granted herein or otherwise restricted herein.

9. Claims. To enforce, compromise, adjust, arbitrate, release or otherwise settle or pay any claims or demands by or against a trust.

10. Business Entities. To deal with any business entity or enterprise even if a Trustee is or may be a fiduciary of or own interests in said business entity or enterprise, whether operated in the form of a corporation, partnership, business trust, limited liability company, joint venture, sole proprietorship, or other form (all of which business entities and enterprises are referred to herein as "***Business Entities***"). I vest the Trustee with the following powers and authority in regard to Business Entities:

a. To retain and continue to operate a Business Entity for such period as the Trustee deems advisable;

b. To control, direct and manage the Business Entities. In this connection, the Trustee, in its sole discretion, shall determine the manner and extent of its active participation in the operation and may delegate all or any part of its power to supervise and operate to such person or persons as the Trustee may select, including any associate, partner, officer or employee of the Business Entity;

c. To hire and discharge officers and employees, fix their compensation and define their duties; and similarly to employ, compensate and discharge agents, attorneys, consultants, accountants, and such other representatives as the Trustee may deem appropriate; including the right to employ any beneficiary or fiduciary in any of the foregoing capacities;

d. To invest funds in the Business Entities, to pledge other assets of a trust as security for loans made to the Business Entities, and to lend funds from a trust to the Business Entities;

e. To organize one or more Business Entities under the laws of this or any other state or country and to transfer thereto all or any part of the Business Entities or other property of a trust, and to receive in exchange such stocks, bonds, partnership and member interests, and such other securities or interests as the Trustee may deem advisable;

f. To treat Business Entities as separate from a trust. In a Trustee's accounting to any beneficiary, the Trustee shall only be required to report the earnings and condition of the Business Entities in accordance with standard business accounting practice;

g. To retain in Business Entities such net earnings for working capital and other purposes of the Business Entities as the Trustee may deem advisable in conformity with sound business practice;

h. To sell or liquidate all or any part of the Business Entities at such time and price and upon such terms and conditions (including credit) as the Trustee may determine. My Trustee is specifically authorised and empowered to make such sale to any person, including any partner, officer,

or employee of the Business Entities, a fiduciary, or to any beneficiary; and

i. To guaranty the obligations of the Business Entities, or pledge assets of a trust to secure such a guaranty.

11. Principal and Income. To allocate items of income or expense between income and principal as permitted or provided by the laws of the State of Florida, provided, unless otherwise provided in this instrument, the Trustee shall establish out of income and credit to principal reasonable reserves for depreciation, obsolescence and depletion, determined to be equitable and fair in accordance with some recognized reasonable and preferably uncomplicated trust accounting principle and; provided, further that the Trustee shall not be required to provide a rate of return on unproductive property unless otherwise provided in this instrument.

12. Life Insurance. The Trustee (or the Independent Trustee if I am serving as Trustee or if a Related or Subordinate Party is serving as Trustee) is authorized to purchase one or more life insurance policies on my life, the life of any beneficiary described herein, or any spouse or lineal ascendant or lineal descendant of myself or such beneficiaries. The following provisions shall apply with respect to any insurance policies constituting an asset of any trust herein created:

a. General Powers. The Trustee shall have the power to pay premiums; to apply dividends in reduction of such premiums; to borrow against the cash values thereof; to convert such policies into other forms of insurance, including paid-up insurance; to exercise any settlement options provided in any such policies; to receive the proceeds of any policy upon its maturity and to administer such proceeds as part of the principal of the trust; and in general, to exercise all other options, benefits, rights and privileges under such policies; provided, however, no Trustee other than a sole Trustee may exercise any incidents of ownership with respect to policies of insurance insuring the Trustee's own life.

b. Payment of Premiums. The Trustee shall be under no obligation to pay the premiums which may become due and payable under the provisions of any policy of insurance subject to this trust, or to make certain that such premiums are paid by myself or any other person, or to notify any persons of the nonpayment of such premiums, and it shall be under no responsibility or liability of any kind in case such premiums are not paid, except that it shall apply any dividends received by it on such policy to the payment of premiums thereon. Upon notice at any time during the continuance of this trust that the premiums due upon such policies are in default, or that premiums to become due will not be paid, either by myself or by any other person, the Trustee, within its sole discretion, may apply any cash values attributable to such policy to the purchase of paid-up insurance or of extended term insurance, or may borrow upon such policy for the payment of premiums due thereon or may accept the cash values of such policy upon its forfeiture. If facts shall occur, under the terms of the policy which shall enable a waiver of the payment of future premiums, the Trustee, upon receipt of written notice of such facts, shall promptly notify the insurance company which has issued such policy, and shall take any and all steps necessary to make such waiver of premium provision effective.

c. Collection of Proceeds. Upon the death of an insured the proceeds of the insurance policies insuring that life which are then subject to this trust shall be collected by the Trustee. The Trustee shall have full authority to take any action with regard to the collection that it deems best and to pay any expenses thereof out of the trust estate. However, it shall not be required to enter into or maintain any litigation to enforce payment of such policies until it shall have been indemnified to its satisfaction against all expenses and liabilities to which it might, in its judgment, be subjected by any such action on its part. The Trustee shall have full authority to make any compromise or settlement with respect to any such policies and to give to all insurance companies the necessary and proper releases and acquittances in full discharge of all their liabilities under such policies. Only the net proceeds of insurance policies subject to this trust shall be collected by the Trustee.

d. Liability of Insurance Company. No insurance company, whose policies shall be subject to this trust and who shall make payment of the proceeds thereof to the Trustee, shall be required to inquire into or take notice of any of the terms or conditions of this trust or to see to the application or disposition of the proceeds of such policies. The receipt of the Trustee to any such insurance company shall be effectual to release and discharge it for any payment so made and shall be binding upon every beneficiary of the trusts herein created.

13. Continuing Power. To continue to have or exercise, after the termination of a trust, in whole or in part, and until final distribution thereof, all title, power, discretions, rights and duties conferred or imposed upon the Trustee by law or by this Agreement or during the existence of the trust.

14. Exoneration. To provide for the exoneration of the Trustee from any personal liability on account of any arrangement or contract entered into in a fiduciary capacity.

15. Agreements. To comply with, amend, modify or rescind any agreement made during my lifetime, including those regarding the disposition, management or continuation of any closely held unincorporated business, corporation, partnership or joint venture, and including the power to complete contracts to purchase and sell real estate.

16. Voting. To vote and give proxies, with power of substitution to vote, stocks, bonds and other securities, or not to vote a security.

17. Combination of Shares. To hold the several shares of a trust or several Trusts as a common fund, dividing the income proportionately among them, to assign undivided interests to the several shares or Trusts, and to make joint investments of the funds belonging to them. For such purposes and insofar as may be practicable, the Trustee, to the extent that division of the trust estate is directed hereby, may administer the trust estate physically undivided until actual division thereof becomes necessary to make distributions. The Trustee may hold, manage, invest and account for whole or fractional trust shares as a single estate, making the division thereof by appropriate entries in the books of account only, and may allocate to each whole or fractional trust share its proportionate part of all receipts and expenses; provided, however, this carrying of several Trusts as a single estate shall not defer the vesting in possession of any whole or fractional share of a trust for the beneficiaries thereof at

the times specified herein.

18. Reimbursement. To reimburse itself from a trust for reasonable expenses incurred in the administration thereof.

19. Reliance Upon Communication. To rely, in acting under a trust, upon any letter, notice, certificate, report, statement, document or other paper, or upon any telephone, telegraph, cable, wireless or radio message, if believed by the Trustee to be genuine, and to be signed, sealed, acknowledged, presented, sent, delivered or given by or on behalf of the proper person, firm or corporation, without incurring liability for any action or inaction based thereon.

20. Assumptions. To assume, in the absence of written notice to the contrary from the person or persons concerned, that a fact or an event, by reason of which an interest or estate under a trust shall commence or terminate, does not exist or has not occurred, without incurring liability for any action or inaction based upon such assumption.

21. Removal of Assets. The Trustee may remove from the domiciliary state during the entire duration of a trust or for such lesser period as it may deem advisable, any cash, securities or other property at any time in its hands whether principal or not, and to take and keep the same outside the domiciliary state and at such place or places within or outside the borders of the United States as it may determine, without in any event being chargeable for any loss or depreciation to the trust which may result therefrom.

22. Change of Situs. The situs and/or applicable law of any trust created hereunder may be transferred to such other place as the Trustee may deem to be for the best interests of the trust estate. In so doing, the Trustee may resign and appoint successor Trustees, but may remove such successor Trustees so appointed and appoint others. Each successor Trustee may delegate any and all fiduciary powers, discretionary and ministerial, to the appointing Trustee as its agent.

23. Fiduciary Outside Domiciliary State. In the event no Trustee shall be able and willing to act as Trustee with respect to any property located outside the domiciliary state, the Trustee, without order of court, may appoint another individual or corporation (including any employee or agent of any Trustee) to act as Trustee with respect to such property. Such appointed Trustee shall have all of the powers and discretions with respect to such property as are given to the appointing Trustee with respect to the trust. The appointing Trustee may remove such appointed Trustee and appoint another upon ten (10) days notice in writing. All income from such property, and if such property is sold, exchanged or otherwise disposed of, the proceeds thereof, shall be remitted to the appointing Trustee, to be held and administered by it as Trustee hereunder. Such appointed Trustee may employ the appointing Trustee as agent in the administration of such property. No surety shall be required of any Trustee or agent acting under the provisions of this paragraph. No periodic court or statutory accounting shall be required of such appointed Trustee.

24. Additions. To receive and accept additions to the Trusts in cash or in kind from

donors, Personal Representatives, administrators, Trustees or attorneys in fact, including additions of my property by the Trustee or others as my attorneys in fact.

25. Title and Possession. To have title to and possession of all real or personal property held in the Trusts, and to register or hold title to such property in its own names or in the name of its nominee, without disclosing its fiduciary capacity, or in bearer form.

26. Agents. To employ persons, including attorneys, auditors, investment advisers, and agents, even if they are the Trustee or associated with the Trustee, to advise or assist the Trustee in the performance of its administrative duties and to pay compensation and costs incurred in connection with such employment from the assets of the Trust; to act without independent investigation upon their recommendations; and, instead of acting personally, to employ one or more agents to perform any act of administration, whether or not discretionary.

27. Tax Elections. To file tax returns, and to exercise all tax-related elections and options at its discretion, without compensating adjustments or reimbursements between any of the Trusts or any of the trust accounts or any beneficiaries.

28. Tax Reimbursement. To pay, from time to time in the Independent Trustee's sole and absolute discretion, to me or the Personal Representatives of my estate, on a cumulative basis as may be necessary, such amounts as I or my Personal Representatives shall certify as is necessary to discharge my tax liability (whether federal, state or otherwise) in respect of income realized by the Trust and not distributed to me; provided, however, this authority shall only be exercised by the Independent Trustee hereunder, and I shall not make or participate in making any discretionary distribution pursuant to this Subparagraph. The Independent Trustee shall have no obligation to reimburse me for any income taxes imposed on me by law and paid by me on Trust income or gains.

If I am serving as Trustee hereunder or if a Related or Subordinate Party is serving as Trustee hereunder, any powers and discretions provided under this Subparagraph III.A. to the Trustee that would result in gross estate inclusion of assets of this Trust under Code §§ 2036, 2038, or 2042, or successor provisions thereto, shall not be exercisable by me or such related or subordinate Trustee, and shall be exercisable only by the other Trustees who are not related or subordinate to me, or if none, by the Independent Trustee.

B. Resignation or Removal. The Trustee may resign with or without cause, by giving written notice, specifying the effective date of such resignation to his or her successor Trustee and to the current income beneficiaries, at the time of giving notice. I (or my spouse if she is serving as sole Trustee) reserve the right to remove a Trustee or co-Trustee from office, with or without cause, by giving written notice, specifying the effective date of such resignation to the removed Trustee, to his or her successor Trustee, and to the current income beneficiaries. Upon the resignation or removal of a Trustee, such Trustee shall be entitled to reimbursement from the Trust for all reasonable expenses incurred in the settlement of accounts and in the transfer of assets to his or her successor. For purposes of this Subparagraph, the Trustee shall include the Independent Trustee.

C. Appointment of Successor Trustee.

1. Appointment. Upon a Trustee's resignation (including the Independent Trustee), or if a Trustee becomes Disabled or for any reason ceases to serve as Trustee (including the Independent Trustee), I (or my spouse if she is serving as sole Trustee) may appoint any person or persons as successor Trustee, co-Trustee or Independent Trustee, and in the case of the Independent Trustee it shall not be a Related or Subordinate Party, nor a person related or subordinate to me within the meaning of Code Section 672(c), the Treasury Regulations issued thereunder, and successor provisions thereto. Notwithstanding the foregoing, if a named Trustee is not a U.S. citizen or resident at the time of commencement of his term as Trustee, such Trustee should give due consideration to declining to serve to avoid potential adverse U.S. income tax consequences by reason of the characterization of a trust hereunder as a foreign trust under the Code, but shall not be construed to have any duty to so decline if such Trustee desires to serve. There shall always be a Trustee and an Independent Trustee serving hereunder, provided that the same person or entity may serve in both capacities.

2. Specific Trusts. Notwithstanding the preceding provisions of this Subparagraph III.C, subsequent to the death of the survivor of my spouse and me, I specifically appoint the following person or persons as Trustee of the following Trusts:

a. Trustee of Separate Trusts for My Lineal Descendants. With regard to a separate trust held for a lineal descendant of mine hereunder under which such lineal descendant is the principal beneficiary, each such lineal descendant of mine shall serve as co-Trustee with the then serving Trustee upon attaining age thirty (30) years, and each such lineal descendant shall serve as sole Trustee upon attaining age thirty-five (35) years, provided, however, that there shall always be an Independent Trustee serving of such separate trust. While serving as sole Trustee, a lineal descendant of mine may designate an co-Trustee to serve with such lineal descendant and each such lineal descendant may remove and/or replace such co-Trustee with another from time to time.

b. Trustee of Separate Trust for a Spouse of a Lineal Descendant of Mine. A corporate fiduciary shall serve as Trustee and Independent Trustee of any separate trust held for the benefit of a spouse of a lineal descendant of mine. Such corporate fiduciary shall be an entity with trust powers under state law and no less than One Billion ($1,000,000,000.00) Dollars under trust management (itself and its affiliates).

3. Successor Trustees Not Provided For. Whenever a successor Trustee or co-Trustee (including the Independent Trustee) is required and no successor or other functioning mechanism for succession is provided for under the terms of this Trust Agreement , the last serving Trustee (or Independent Trustee, as the case may be) or the last person or entity designated to serve as Trustee of the applicable trust (or Independent Trustee, as the case may be) may appoint his or her successor, and if none is so appointed, the following persons shall appoint a successor Trustee or Independent Trustee (who may be one of the persons making the appointment if over the age of thirty years):

a. The remaining Trustees, if any; otherwise,

b. The principal beneficiary or the spouse of a principal beneficiary for whom a separate trust is held.

The appointment shall be by a written document executed by such person in the presence of two witnesses and acknowledged before a notary public delivered to the appointed Trustee and to me if I am living and not Disabled or in a valid last Will.

4. Power to Remove Trustee. Subsequent to the death of the survivor of my spouse and me, the age 35 or older principal beneficiary of a Trust, or the spouse of a principal beneficiary for whom a separate trust is held, shall have the power to unanimously remove a Trustee, co-Trustee or Independent Trustee of such Trust at any time with or without cause other than a successor Trustee or Independent Trustee appointed by me or my spouse at death under our last Wills, with the successor Trustee or Independent Trustee to be determined in accordance with the foregoing provisions.

D. Method of Appointment of Trustee. Any such appointment of a successor Trustee by a person shall be made in a written instrument executed by such person in the presence of two witnesses and acknowledged before a notary public which is delivered to such appointed Trustee during the lifetime of the person making such appointment, or any such appointment of a successor Trustee by a person may be made under the last Will of such person.

E. Successor Fiduciaries. No Trustee is responsible for, nor has any duty to inquire into, the administration, acts or omissions of any executor, administrator, Personal Representative, or trustee or attorney-in-fact adding property to these Trusts, or of any predecessor Trustee. Each successor Trustee has all the powers, privileges, immunities, rights and title (without the execution of any instrument of transfer or any other act by any retiring Trustee) and all the duties of all predecessors.

F. Liability and Indemnification of Trustee.

1. Liability in General. No individual Trustee (that is, a Trustee that is not a corporation or other entity) shall be liable for any of his or her actions or failures to act as Trustee, even if the individual Trustee is found by a court to have been negligent or in breach of fiduciary duty, except for liability caused by his or her actions or failures to act done in bad faith or with reckless indifference to the purposes of the trust or the interests of the beneficiaries. Each Trustee that is a corporation or other entity will be liable for its actions or failures to act that are negligent or that breach its fiduciary duty, without contribution by any individual Trustee.

2. Indemnification of Trustee. Except in regard to liabilities imposed on a Trustee under the preceding paragraph, each Trustee shall be held harmless and indemnified from the assets of the trust for any liability, damages, attorney's fees, expenses, and costs incurred as a result of its service as Trustee. A Trustee who ceases to serve for any reason will be entitled to receive reasonable security from the assets of the trust to protect it from liability, and may enforce these provisions for

indemnification against the current Trustee or against any assets held in the trust, or if the former Trustee is an individual and not a corporation or other entity, against any beneficiary to the extent of distributions received by that beneficiary. This indemnification right extends to the estate, Personal Representatives, legal successors and assigns of a Trustee.

3. Indemnification of Trustee - Additional Provisions. I recognize that if a beneficiary accuses a Trustee of wrongdoing or breach of fiduciary duty, the Trustee may have a conflict of interest that ordinarily would prevent it from paying legal fees and costs from the trust estate to defend itself. I do not want to put a financial burden on any individual named to serve as a Trustee. Just as important, I do not want an individual who has been selected to serve as a Trustee to be reluctant to accept the position, or while serving to be intimidated in the performance of the Trustee's duties because of the threats of lawsuits that might force the Trustee to pay fees and costs from the Trustee's personal resources. For this reason, I deliberately and intentionally waive any such conflict of interest with respect to any individual serving as Trustee so that he or she can hire counsel to defend himself or herself against allegations of wrongdoing or if sued for any reason (whether by a beneficiary or by someone else) and pay all fees and costs for his or her defense from the trust estate until the dispute is resolved. I understand and agree that a court may award, disallow or allocate fees and costs in whole or in part after the dispute is resolved, as provided by law. The Trustee will account for all such fees and costs paid by it as provided by law. This provision shall not apply to any Trustee that is a corporation or other entity.

G. Compensation, Bond. Each Trustee is entitled to be paid reasonable compensation for services rendered in the administration of the Trust. Reasonable compensation for a non-individual Trustee will be its published fee schedule in effect when its services are rendered unless otherwise agreed in writing, and except as follows. Any fees paid to a non-individual Trustee for making principal distributions, for termination of the trust, and upon termination of its services must be based solely on the value of its services rendered, not on the value of the trust principal. During my lifetime the Trustee's fees are to be charged wholly against income (to the extent sufficient), unless directed otherwise by me in writing. Each Trustee shall serve without bond.

H. Maintenance of Records. The Trustee shall maintain accurate accounts and records. It shall render annual statements of the receipts and disbursements of income and principal of a Trust upon the written request of any adult vested beneficiary of such Trust or the guardian of the person of any vested beneficiary and the approval of such beneficiary shall be binding upon all persons then or thereafter interested in such Trust as to the matters and transactions shown on such statement. The Trustee may at any time apply for a judicial settlement of any account. No Trustee shall be required to file any statutory or other periodic accountings of the administration of a Trust.

I. Interested Trustee. The Trustee may act under this Agreement even if interested in these Trusts in an individual capacity, as a fiduciary of another trust or estate (including my estate) or in any other capacity. The Trustee may in good faith enter into a sale, encumbrance, or other transaction involving the investment or management of trust property for the Trustee's own personal account or which is otherwise affected by a conflict between the Trustee's fiduciary and personal interests, without liability and without being voidable by a beneficiary. The Trustee is specifically authorized to make

loans to, to receive loans from, or to sell, purchase or exchange assets in a transaction with (i) the Trustee's spouse, (ii) the Trustee's children or grandchildren, siblings, parents, or spouses of such persons, (iii) an officer, director, employee, agent, or attorney of the Trustee, or (iv) a corporation, partnership, limited liability company, or other business entity in which the Trustee has a financial interest, provided that in any transaction the trusts hereunder receive fair and adequate consideration in money or money's worth. The Trustee may renounce any interest or expectancy of a trust in, or an opportunity to participate in, specified business opportunities or specified classes or categories of business opportunities that are presented to the Trustee. Such renunciation shall not prohibit the Trustee from participating in the Trustee's individual capacity in such opportunity or expectancy.

J. **Third Parties**. No one dealing with the Trustee need inquire into its authority or its application of property.

K. **Merger of Trusts**. If the Trustee is also trustee of a trust established by myself or another person by will or trust agreement, the beneficiaries to whom income and principal may then be paid and then operative terms of which are substantially the same as those of a Trust held under this Agreement, the Trustee in its discretion may merge either such trust into the other trust. The Trustee, in exercising its discretion, shall consider economy of administration, convenience to the beneficiaries, tax consequences and any other factor it considers important. If it is later necessary to reestablish the merged trust as separate trusts, it shall be divided proportionately to the value of each trust at the time of merger.

L. **Multiple Trustees.** Except as specifically provided herein as to the allocation of powers or discretion of the Independent Trustee, if two Trustees are serving at any time, any power or discretion of the Trustees may be exercised only by their joint agreement. Either Trustee may delegate to the other Trustee the authority to act on behalf of both Trustees and to exercise any power held by the Trustees. If more than two Trustees are serving at any time, and unless unanimous agreement is specifically required by the terms of this Trust Agreement, any power or discretion of the Trustees may be exercised only by a majority. The Trustees may delegate to any one or more of themselves the authority to act on behalf of all the Trustees and to exercise any power held by the Trustees. Trustees who consent to the delegation of authority to other Trustees will be liable for the consequences of the actions of those other Trustees as if the consenting Trustees had joined the other Trustees in performing those actions. A dissenting Trustee who did not consent to the delegation of authority to another Trustee and who has not joined in the exercise of a power or discretion cannot be held liable for the consequences of the exercise. A dissenting Trustee who joins only at the direction of the majority will not be liable for the consequences of the exercise if the dissent is expressed in writing delivered to any of the other Trustees before the exercise of that power or discretion.

ARTICLE IV. INDEPENDENT TRUSTEE

A. **In General**. The Independent Trustee shall have only those duties, obligations, and powers hereunder expressly provided to it, and the Trustee shall not participate in any affirmative duties

provided to the Independent Trustee. Otherwise, the provisions hereunder applicable to the Trustee shall be applicable also to the Independent Trustee except where the context differentiates between a Trustee and an Independent Trustee, including without limitation provisions relating to liability and indemnification of trustees. In the event of any conflict between the powers granted hereunder to both the Trustee and the Independent Trustee, the powers of the Independent Trustee shall have priority over the Trustee. Thus, for example, if the Independent Trustee determines to invest in a Closely Held Interest, such investment is permissible notwithstanding that it reduces the assets available for other investments by the Trustee.

B. **Who May Serve**. Notwithstanding any other provisions of this Trust Agreement to the contrary, including without limitation powers in myself or others to appoint additional or successor Trustees or Independent Trustees, at no time shall a person or entity serve as an Independent Trustee hereunder if such person or entity is a Related or Subordinate Party or is related or subordinate to me within the meaning of Code Section 672(c), the Treasury Regulations issued thereunder, and successor provisions thereto, nor shall I be eligible to serve.

C. **Limited Power of Amendment.**

1. Amendment Power. In the case of each separate Trust at any time in existence hereunder, such Trust's then Independent Trustee, other than any (i) who has ever made a gift transfer to such trust, or (ii) who is prohibited by the provisions of Subparagraph IV.C.2 below from participating in the amendment involved, from time to time may, notwithstanding any other provision of this instrument, amend or restate this instrument, including its dispositive, administrative and other provisions of all kinds, in order to permit the Trustees hereunder (including the Independent Trustee):

a. To address tax and/or other circumstantial changes that may affect such Trust and/or its beneficiaries,

b. To take advantage of changed trust drafting approaches to address potential trust problems, and/or

c. To remove from the governing trust instrument any provisions which have become "deadwood" (i.e., no longer operative in the ongoing administration of such trust due to changed circumstances)

with respect to (i) such Trust, and (ii) all trusts that are subsequently to come into existence under this instrument to hold part or all of the assets of such Trust, in whatever way or ways, such Independent Trustee, in the exercise of its sole discretion, may deem appropriate in the best interests, as interpreted by such Independent Trustee alone, of the principal beneficiary of such Trust(s) and of each such principal beneficiary's family as a whole. Such Independent Trustee shall be guided by what, in the sole judgment of such Independent Trustee alone, would apparently be my original intent hereunder in the light of the changed circumstances. This power of amendment shall include, by way of example and not limitation, the power to:

d. Grant, reduce or eliminate general (as defined in Code Section 2041) and special powers of appointment with respect to part or all of any trust property (such powers may be made subject to any conditions or consents and limited to such objects as may be described in the grant or reduction of each power);

e. Add mandatory distribution or set aside provisions for one or more beneficiaries or permissible distributees;

f. Divide a Trust into separate trusts or merge separate trusts together;

g. Provide for the creation of one or more separate subaccounts (equivalent to a separate trust) in any Trust hereunder with respect to which such subaccounts are more restrictive or other administrative or dispositive provisions are made applicable in order to permit some or all of the properties or interests that may at any time be held in or allocable to that Trust to be segregated and transferred to that subaccount to achieve some tax or other benefit that would otherwise not be available to such property or interest or to the principal beneficiary or one or more of the other current beneficiaries of that Trust (such as, by way of example and not limitation, to permit (i) such property, interest or beneficiary to qualify for some governmental or tax benefit, generation-skipping transfer tax exemption or Code Section 2032A election, or (ii) a disclaimer to be made; and

h. Restrict in any way, revocably or irrevocably, the future exercise of any power held by any beneficiaries, myself, and/or a Trustee (including Independent Trustee) hereunder.

2. Limitations on Amendment Power. Notwithstanding the foregoing, however, under no circumstances shall any such amendment:

a. Extend the period of any such trust's existence beyond the already applicable rule against perpetuities limitation period specified in Subparagraph I.G;

b. Diminish in any way (that is not controlled by the beneficiary) any enforceable right any beneficiary may already have (under the then terms of this instrument) to receive the income of any trust, currently or at any time in the future (but, to the extent an amendment benefits or grants a power to a current beneficiary of any trust, it may diminish the rights of one or more beneficiaries to receive in the future the income of that trust or of any trust subsequently to come into existence to hold part or all of the assets of that trust);

c. Reduce in any way the restrictions and limitations on or liabilities of (i) myself hereunder, including without limitation Subparagraph I.A or as a fiduciary as set forth in Subparagraph III.F, or (ii) this Article IV. This shall not be interpreted to limit the ability of the Independent Trustee to increase such restrictions, limitations and liabilities;

d. Result in any direct or indirect financial benefit to anyone who is not presently or in the future a lineal descendant of mine or the spouse of lineal descendant of mine while

married to a lineal descendant of mine;

e. Make any change that would have the effect of disqualifying any such trust insofar as such trust, prior to such amendment, otherwise qualified for and was in fact already taking advantage of, while such advantage otherwise will continue, (i) any exemption from a surviving spouse's elective right or from any creditor's right to levy on any beneficiary's interest in any such trust, or (ii) any substantial deduction, credit, exclusion or other tax benefit (such as any charitable deduction, any annual gift tax exclusion, Code Section 2032A election, a generation-skipping tax exemption, the opportunity to be a stockholder in an S corporation without adversely affecting the S election of such corporation, a significant grandfathered status under some changed law, and so on).

3. Method of Amendment. Any such amendment shall be by written instrument, executed by such amending Independent Trustee with all the formalities of a deed, setting forth the trust or trusts hereunder to which the amendment applies and the effective date of such amendment.

ARTICLE V. ADDITIONAL TAX MATTERS

A. GST Trusts. I direct (a) that the Trustee shall divide any Trust to which there is allocated any GST exemption into two separate Trusts (each subject to the provisions hereof) so that the generation-skipping tax inclusion ratio of one such Trust is zero, (b) any property exempt from generation-skipping taxation shall be divided as otherwise provided herein and held for the same persons designated in Trusts separate from any property then also so divided which is not exempt from generation-skipping taxation, and (c) if upon the death of a beneficiary a taxable termination would otherwise occur with respect to any property held in Trust for him or her with an inclusion ratio greater than zero, such beneficiary shall have with respect only to such property a power to appoint such fractional share thereof which if included in such beneficiary's gross estate for federal estate tax purposes (without allowing any deduction with respect to such share) would not be taxed at the highest federal estate tax rate and such fractional share of such property shall be distributed to such persons including only such beneficiary's estate, spouse, and issue, as such beneficiary may appoint, and any part of a Trust such beneficiary does not effectively appoint shall be treated as otherwise provided for disposition upon his or her death, provided, if upon his or her death two or more Trusts for his or her benefit are directed to be divided among and held or distributed for the same persons and the generation-skipping tax inclusion ratio of any such Trust is zero, the amount of any other such Trust to which there is allocated any of such beneficiary's GST exemption shall be added to the Trusts with generation-skipping tax inclusion ratios of zero in equal shares.

I request (but do not require) that if two or more Trusts are held hereunder for any person, no principal be paid to such person from the Trusts with the lower inclusion ratios for generation-skipping tax purposes unless the Trust with the highest inclusion ratio has been exhausted by use, consumption, distribution or otherwise or is not reasonably available. For purposes of funding any pecuniary payment or trust division to which there is allocated any GST exemption, such payment or trust division allocation shall be satisfied with cash or property which fairly represents appreciation and depreciation

(occurring between the valuation date and the date of distribution) in all of the assets from which such distribution or allocation could be made, and any pecuniary payment made before a residual transfer of property to which any GST exemption is allocated shall be satisfied with cash or property which fairly represents appreciation and depreciation (occurring between the valuation date and the date of distribution) in all of the assets from which such pecuniary payment could be satisfied and shall be allocated a pro rata share of income earned by all such assets between the valuation date and the date of payment. The valuation date with respect to any property shall be the date as of which its value is determined for federal estate tax purposes with respect to the transferor thereof, and subject to the foregoing, property distributed in kind in satisfaction of any pecuniary payment shall be selected on the basis of the value of such property on the valuation date. All terms used in this paragraph which are defined or explained in Chapter 13 of the Code shall have the same meaning when used herein. The Trustee is authorized and directed to comply with the provisions of the Treasury Regulations interpreting the generation skipping tax provisions of the Code in severing or combining any trust, creating or combining separate trust shares, allocating GST exemption, or otherwise, as necessary to best accomplish the foregoing allocations, inclusion ratios, combinations, and divisions, including, without limitation, the payment of "appropriate interest" as determined by the Trustee as that term is applied and used in said Regulations.

B. **Individual Retirement Accounts**. In the event that this Trust or any trust created under this Agreement is the beneficiary of an Individual retirement account established and maintained under Code Section 408 or a qualified pension, profit sharing or stock bonus plan established and maintained under Code Section 401 (referred to in this paragraph as "IRA"), the following provisions shall apply to such trust:

1. I intend that the beneficiaries of such trust shall be beneficiaries within the meaning of Code Section 401(a)(9) and the Treasury Regulations thereunder. All provisions of such trust shall be construed consistent with such intent. Accordingly, the following provisions shall apply to such trust:

a. No benefits from any IRA may be used or applied for the payment of any debts, taxes or other claims against my estate as set forth in the later paragraph captioned "Taxes", unless other assets of this Trust are not available for such payment.

b. In the event that a beneficiary of any trust created under this Agreement has a testamentary general power of appointment or a limited power of appointment over all or any portion of any trust established under this Agreement, and if such trust is the beneficiary of any benefits from any IRA, the beneficiary shall not appoint any part of such trust to a charitable organization or to a lineal descendant of mine who is older than the beneficiary whose life expectancy is being used to calculate distributions from such IRA.

2. The Trustee shall deliver a copy of this Agreement to the custodian of any IRA of which this Trust or any trust created under this Agreement is the named beneficiary within the time period prescribed Code Section 401(a)(9) and the Treasury Regulations thereunder, along with such

additional items required thereunder. If the custodian of the IRA changes after a copy of this Agreement has been provided pursuant to the preceding sentence, the Trustee shall immediately provide a copy of this Agreement to the new custodian. The Trustee shall request each custodian to complete a receipt of the Agreement and shall attach such receipt to this Agreement. The Trustee shall provide a copy of each amendment of this Agreement to the custodian and shall obtain a receipt of such amendment.

C. **Subchapter S Stock**. Regardless of anything herein to the contrary, in the event that the principal of a Trust includes stock in a corporation for which there is a valid election to be treated under the provisions of Subchapter S of the Code, the income beneficiary of such a Trust is a U.S. citizen or U.S. resident for federal income tax purposes, and such Trust is not an "electing small business trust" under Code Section 1361(e)(1) in regard to that corporation, the Trustee[s] shall (a) hold such stock as a substantially separate and independent share of such Trust within the meaning of Code Section 663(c), which share shall otherwise be subject to all of the terms of this Agreement, (b) distribute all of the income of such share to the one income beneficiary thereof in annual or more frequent installments, (c) upon such beneficiary's death, pay all accrued or undistributed income of such share to the beneficiary's estate, (d) distribute principal from such share during the lifetime of the income beneficiary only to such beneficiary, notwithstanding any powers of appointment granted to any person including the income beneficiary, and (e) otherwise administer such share in a manner that qualifies it as a "qualified Subchapter S trust" as that term is defined in Code Section 1361(d)(3), and shall otherwise manage and administer such share as provided under this Agreement to the extent not inconsistent with the foregoing provisions of this paragraph.

D. **Taxes**. The Trustee shall pay to the Personal Representative of my estate from the principal of the Trust, but not from the portion of any asset or the proceeds thereof which would not otherwise be includible in my gross estate for estate tax purposes, such as the proceeds of insurance policies that are not includible in my estate, such amounts as the Personal Representative certifies, in writing, are required for the payment of estate, inheritance, succession and transfer taxes, including any interest or penalty thereon, which are payable by said Personal Representative by reason of my death and are attributable to assets held in this Trust (*i.e.*, to the extent that such taxes are increased by the taxability of such Trust assets). The Trustee may rely upon the correctness of such certifications and is exonerated from all liability for making payments in reliance thereon. Notwithstanding any distribution requirement herein, subsequent to my death the Trustee is authorized to retain in trust any amounts designated to be distributed until the earlier of the issuance of an estate tax closing letter from the Internal Revenue Service in regard to my estate or the closing of the federal estate tax statute of limitations for estate taxes arising by reason of my death.

E. **Taxpayer Identification Number**. By executing this Trust Agreement, the Trustee authorizes Tescher & Spallina, P.A. to apply for a taxpayer identification number from the Internal Revenue Service for the Trust.

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IN WITNESS WHEREOF, the parties hereto have executed this Trust Agreement on the date first above written.

GRANTOR and CO-TRUSTEE:

SIMON L. BERNSTEIN

This instrument was signed by SIMON L. BERNSTEIN in our presence, and at the request of and in the presence of SIMON L. BERNSTEIN and each other, we subscribe our names as witnesses on this 20th day of May, 2008:

Print Name: Diana Bankes
Address: 23415 Boca Trace Dr
Boca Raton, FL 33433

Print Name: TRACI KRATISH
Address: 16068 GLENCREST AVE
DELRAY BEACH, FL 33446

STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20 day of May, 2008, by SIMON L. BERNSTEIN.

NOTARY PUBLIC-STATE OF FLORIDA
Kimberly Moran
Commission #DD766470
Expires: APR. 28, 2012
ATLANTIC BONDING CO., INC.

[Seal with Commission Expiration Date]

Kimberly Moran
Signature - Notary Public

Print, type or stamp name of Notary Public

Personally Known ✓ or Produced Identification _____
Type of Identification Produced _____

CO-TRUSTEE:

SHIRLEY BERNSTEIN

This instrument was signed by SHIRLEY BERNSTEIN in our presence, and at the request of and in the presence of SHIRLEY BERNSTEIN and each other, we subscribe our names as witnesses on this 20th day of May, 2008:

Print Name: Diana Banks
Address: 8345 Boca Trace Dr
Boca Raton, FL 33433

Print Name: TRACI KRATISH
Address: 16068 GLENCREST AVE
DELRAY BEACH, FL 33446

STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20 day of May, 2008, by SHIRLEY BERNSTEIN.

NOTARY PUBLIC-STATE OF FLORIDA
Kimberly Moran
Commission # DD766470
Expires: APR. 28, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

[Seal with Commission Expiration Date]

Kimberly Moran
Signature - Notary Public

Print, type or stamp name of Notary Public

Personally Known ✓ or Produced Identification _____
Type of Identification Produced _____

INDEPENDENT TRUSTEE:

ROBERT L. SPALLINA

This instrument was signed by ROBERT L. SPALLINA in our presence, and at the request of and in the presence of ROBERT L. SPALLINA and each other, we subscribe our names as witnesses on this 20th day of MAY, 2008:

Print Name: Diana Banks
Address: 2315 Boca Trace Dr
Boca Raton, FL 33433

Print Name: TRACI KRATISH
Address: 16068 GLENCREST AVE
DELRAY BEACH, FL 33446

STATE OF FLORIDA
SS.
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20 day of May, 2008, by ROBERT L. SPALLINA.

NOTARY PUBLIC-STATE OF FLORIDA
Kimberly Moran
Commission # DD766470
Expires: APR. 28, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

Kimberly Moran
Signature - Notary Public

[Seal with Commission Expiration Date]

Print, type or stamp name of Notary Public

Personally Known ✓ or Produced Identification _____
Type of Identification Produced _____

F:\WPDATA\drt\Bernstein, Shirley & Simon\Children's Trusts\Jill Iantoni Family Trust.wpd [05 11:13 20 08]

TRUST

ATTACHMENT

ITEM NO.	DESCRIPTION	AMOUNT
1	Cash	$1.00

65-6477116

LISA S. FRIEDSTEIN

FAMILY TRUST

Prepared by:

Tescher & Spallina, P.A.
2101 Corporate Blvd., Suite 107, Boca Raton, Florida 33431
(561) 998-7847
www.tescherlaw.com

TESCHER & SPALLINA, P.A.

LISA S. FRIEDSTEIN

FAMILY TRUST

THIS IRREVOCABLE TRUST AGREEMENT is made and entered into this 20 day of MAY, 2008, by and between SIMON L. BERNSTEIN, a resident of Palm Beach County, Florida, as grantor, hereinafter referred to in the first person, and SIMON L. BERNSTEIN and SHIRLEY BERNSTEIN as co-trustees (referred to as the ***"Trustee,"*** which term more particularly refers to all individuals and entities serving as trustee of a trust created hereunder during the time of such service, whether alone or as co-trustees, and whether originally serving or as a successor trustee), and ROBERT L. SPALLINA as the independent trustee (referred to as the ***"Independent Trustee,"*** which term more particularly refers to all individuals and entities serving as independent trustee of a trust created hereunder during the time of such service, whether alone or as co-trustees, and whether originally serving or as a successor independent trustee). I have delivered to the Trustee certain property as set forth in the Attachment annexed hereto, receipt of which is hereby acknowledged by the Trustee. Such property, and any additions to such property, shall be held in trust as provided in this Agreement.

ARTICLE I. TRUST ADMINISTRATION

A. **Additions, Substitutions and Trust Irrevocable**. I or any other person may cause additional property to be added hereunder at any time during life or at death by will, insurance or death benefit beneficiary designation or otherwise. I shall have no right or power, either alone or in conjunction with any other person, to alter, amend, revoke or terminate any of the terms of this Agreement in any manner whatever. Unless and until surrendered by me in a writing delivered to the Trustee, I retain the power, to be exercised in an individual and nonfiduciary capacity (*i.e.*, without any fiduciary duty to any beneficiary with respect to its exercise or nonexercise) and without requiring the consent or approval of any person, to from time to time reacquire trust principal by substituting other property of equivalent value for said principal. Notwithstanding the foregoing, said right of substitution shall not apply to any insurance policies on my life owned by this Trust that would cause me to have any incidents of ownership as that term is defined under Section 2042 of the Code and the Regulations thereunder. I shall have the right at any time or times by an instrument, in writing, delivered to the Trustee to relinquish the right of substitution provided for herein.

B. **Rights of Withdrawal**. In any calendar year during my life in which property is contributed to the Trust by gift, each Withdrawal Beneficiary with respect to such contribution, acting personally or through his or her legal or natural guardian or attorney-in-fact, is hereby granted the absolute right, with respect to each such contribution, by written instrument or instruments delivered to the Trustee prior to the termination of such right, to withdraw from the principal of the Trust, from time

to time, an amount having an aggregate value (as of the date or dates of withdrawal) equal to such Withdrawal Beneficiary's Withdrawal Amount with respect to such contribution. Any such right to withdraw shall terminate at the earliest time and then to the extent that any such termination will not result in a taxable gift made by the individual holding the right, provided, no part of any right to withdraw shall terminate less than 60 days after the contribution to the Trust to which such right relates.

1. For purposes of this Subparagraph I.B, a Withdrawal Beneficiary with respect to a contribution to the Trust shall mean each person designated by the contributor to the Trustee in writing contemporaneously with such contribution, provided, in the event the contributor fails to make any such designation with respect to a contribution, my then living lineal descendants and their spouses shall be the Withdrawal Beneficiary with respect to such contribution.

2. For purposes of this Subparagraph I.B, each Withdrawal Beneficiary's Withdrawal Amount with respect to a contribution shall be such amount designated by the contributor to the Trustee in writing contemporaneously with the contributor's designation of such person as a Withdrawal Beneficiary, provided, if the contributor of such contribution fails to designate a Withdrawal Amount with respect to any Withdrawal Beneficiary, then each Withdrawal Beneficiary's Withdrawal Amount with respect to such contribution shall be an amount equal to a fraction (defined below) multiplied by the lesser of (i) the value of such contribution (at the time of such contribution), or (ii) the sum of the amounts of all federal gift tax exclusions then available to the contributor with respect to all Withdrawal Beneficiaries with respect to such contribution. The numerator of said fraction shall be the amount of any federal gift tax exclusion available to such contributor with respect to such Withdrawal Beneficiary (at the time of such contribution) and the denominator shall be the sum of the amounts of all federal gift tax exclusions then available to such contributor with respect to all such Withdrawal Beneficiaries. One-half of a contribution made by a married person shall be treated as a second separate contribution made by his or her spouse, provided, if such married person's spouse is then one of such Withdrawal Beneficiaries, only one-half of the excess of such contribution (at the time of such contribution) over the amount of the federal gift tax exclusion then available to such contributor with respect to his or her spouse shall be so treated.

3. Regardless of anything in this Subparagraph I.B to the contrary, each contributor of a contribution to this Trust shall have the right with respect to such contribution by a written instrument delivered to the Trustee at the time of such contribution (i) to exclude any person who would otherwise have a right of withdrawal from exercising such power; (ii) to increase or decrease the amount subject to any right of withdrawal except that the amount subject to all withdrawal rights shall not exceed the amount of the contribution; and/or (iii) to change the period during which any right of withdrawal may be exercised.

4. The Trustee shall inform any Withdrawal Beneficiary of the existence of such right of withdrawal within ten days after it comes into existence but not later than the last day of the calendar year in which it comes into existence. Any such Withdrawal Beneficiary or his or her guardian may, after receiving such notice at least once, waive further notices by an instrument in writing delivered to the Trustee.

C. Trusts for LISA S. FRIEDSTEIN and my Lineal Descendants. The Trust shall be administered as follows for its beneficiaries:

1. Initial Beneficiary. My daughter, LISA S. FRIEDSTEIN, shall be the first principal beneficiary of the Trust.

2. Net Income and Principal Distributions.

a. The Trustee shall pay to or apply for the benefit of a principal beneficiary and the lineal descendants of a principal beneficiary dependent on such principal beneficiary for support, so much of the net income and then principal of his or her separate Trust as the Independent Trustee determines in its sole, absolute and unreviewable discretion, provided, however, that while a principal beneficiary is serving as Trustee hereunder, he or she may make distributions to or for the benefit of himself or herself for such beneficiary's Needs without any authorization from the Independent Trustee. Having in mind the extent to which funds will be available for expenditure for the benefit of such beneficiaries, the Independent Trustee is authorized to expend such amounts as it, in its sole, absolute and unreviewable discretion, shall determine to maintain the then current lifestyle of such beneficiaries, including, but not limited to, complete authority to provide for their personal care and comfort in any manner whatsoever. Net income that is not distributed shall be added to principal on an annual basis.

b. The Independent Trustee is specifically authorized in its sole, absolute and unreviewable discretion to acquire, hold and maintain one or more residences (whether held as real property, condominium or cooperative apartment) for the use and benefit of the principal beneficiary and his or her cohabitating spouse and lineal descendants, and to sell or otherwise dispose of such residences when not desired for such use and benefit. The Independent Trustee is authorized to pay all carrying charges of such residences, including, but not limited to, any taxes, assessments and maintenance thereon, and all expenses of the repair, renovation, improvement and operation thereof, including the employment of domestic servants and other expenses incident to the running of a household for the benefit of such beneficiaries.

c. In exercising the discretions conferred in this Subparagraph, the Independent Trustee should give due consideration to the advisability of using the principal beneficiary's own assets and resources in order to reduce the amount of the principal beneficiary's taxable estate, thereby minimizing the amount of the principal beneficiary's future taxes. Further, it is my intent that this Trust be used to enhance the principal beneficiaries' quality of life, including (without limitation) travel, purchase of a home, cultural appreciation and enjoyment (music, arts, etc.), and education. In addition, I would like this Trust to provide a source of funds in the event that a principal beneficiary, through accident or misfortune, does not have sufficient sources of income to provide for his or her own support. I expect my lineal descendants to support themselves independently and to be productive members of their communities and not to become dependent upon distributions from the Trusts to the extent that they lose their ambition and incentive. When a beneficiary is able to be gainfully employed

and is not actively engaged in raising his or her children, the Independent Trustee should give due consideration in exercising its discretion to not using Trust assets to replace the beneficiary's own efforts to work and accumulate financial security. However, it is not my intent to force a parent to work outside the home when he or she has determined that it is important to stay at home to raise a family. In addition, I do not intend that the Independent Trustee place undue emphasis on the amount a beneficiary earns if he or she is actively engaged in a worthwhile pursuit, including working as an unpaid volunteer for charitable purposes. In prioritizing distributions between the principal beneficiary and his or her lineal descendants, it is my intent that my first priority is the principal beneficiary. In addition to the foregoing guidance, I request, but do not require, that my lineal descendants take adequate precautions for the protection of our family's wealth and property from marital discord through the use of prenuptial agreements or other similar planning and devices. I also request, but do not require, that my lineal descendants pursue higher education, to the best of their abilities and individual circumstances. For some descendants this may mean the completion of a college education, the receipt of a masters or a doctorate, or a professional degree, and for others this may mean training in their chosen vocation. It is not my goal that the Independent Trustee reward professional students, nor punish those lineal descendants for whom life or individual circumstances indicate that the pursuit of higher education is not practical or advantageous, but only to encourage my lineal descendants to take full advantage of all educational opportunities open to them and not rush their entry into the workplace. I do not intend by these expressions of intent to bind the Independent Trustee or alter the absolute discretion it has been granted hereunder or create enforceable obligations to any beneficiary, but merely to provide general guidance to the Independent Trustee in the exercise of its discretions.

3. Death of a Principal Beneficiary. If a principal beneficiary dies with assets remaining in his or her separate Trust, upon his or her death he or she may appoint all or part of his or her Trust, in trust, to or for the benefit of one or more of my lineal descendants and their spouses (excluding from said class, however, such principal beneficiary and such principal beneficiary's creditors, estate, and creditors of such principal beneficiary's estate), provided that any such appointment to a surviving spouse of a principal beneficiary shall be limited to a life estate in all or a lesser portion of such principal beneficiary's separate Trust, and such spouse's separate trust shall be administered as provided in Subparagraph I.D. below. Any part of his or her Trust such principal beneficiary does not effectively appoint shall upon his or her death be divided among and held in separate Trusts for the following persons with such persons to become the principal beneficiary thereunder;

a. for his or her lineal descendants then living, *per stirpes*; or

b. if he or she leaves no lineal descendant then living, *per stirpes* for the lineal descendants then living of his or her nearest ancestor (among me and my lineal descendants) with a lineal descendant then living who is also a lineal descendant of my spouse, SHIRLEY BERNSTEIN.

Such separate Trusts shall be administered as provided for trusts under this Subparagraph I.C., or added to Trusts established for such principal beneficiaries that are already in existence under Subparagraph I.C.

D. **Administration of Separate Trust for Spouse**. The Independent Trustee shall pay to the spouse of a principal beneficiary, so much of the net income and principal of his or her separate trust as is proper for such spouse's Needs. Net income that is not distributed shall be added to principal on an annual basis. Upon the death of a spouse of a principal beneficiary, the remaining assets of his or her separate trust shall be divided among and held in separate Trusts for his or her lineal descendants then living, *per stirpes*, who are also lineal descendants of the predeceased principal beneficiary who established this Trust for his or her spouse pursuant to the power of appointment granted to said principal beneficiary under Subparagraph I.C. above. Each lineal descendant for whom a separate trust is established shall become the principal beneficiary of such separate Trusts and such separate trusts shall be administered as provided under Subparagraph I.C., or added to Trusts established for such principal beneficiaries that are already in existence under Subparagraph I.C.

E. **Termination of Small Trust**. If at any time after my death in the opinion of the Trustee a separate Trust holds assets of a value of less than $50,000.00 and is too small to justify the expense of its retention, and termination of such Trust is in the best interests of its current principal beneficiary, the Independent Trustee in its discretion may terminate such Trust and pay it to said principal beneficiary.

F. **Contingent Gift**. If at any time property of a Trust held under this Agreement is not disposed of under the other provisions of this Agreement, it shall be paid, as a gift made hereunder, to such persons and in such shares as such property would be distributed if I had then owned such property and had then died solvent, unmarried and intestate domiciled in the State of Florida, according to the laws of Florida then in effect.

G. **Maximum Duration**. Regardless of anything in this Agreement to the contrary, no trust interest herein created shall continue beyond three hundred sixty (360) years after the date of creation of this Agreement, nor shall any power of appointment be exercised in such manner so as to delay vesting of any trust beyond such period. Immediately prior to the expiration of such period, all such trusts then in existence shall terminate, and the assets thereof shall be distributed outright and in fee to then beneficiaries of the current income and in the proportions in which such persons are the beneficiaries, and if such proportions cannot be ascertained, then equally among such beneficiaries.

ARTICLE II. GENERAL

A. **Disability**. While any beneficiary is Disabled, income or principal payable to him or her may, in the discretion of the Trustee, be paid directly to him or her, without the intervention of a guardian, directly to his or her creditors or others for his or her sole benefit or to an adult person or an eligible institution (including the Trustee) selected by the Trustee as custodian for such a minor beneficiary under the Uniform Transfers to Minors Act or similar law. The receipt by such payee is a complete release to the Trustee.

B. Substance Abuse.

1. In General. If the Independent Trustee reasonably believes that a beneficiary of any trust (which for purposes of this Subparagraph II.B.1 includes the lineal descendants of a principal beneficiary who are eligible to receive distributions from that trust):

a. routinely or frequently uses or consumes any illegal substance so as to be physically or psychologically dependent upon that substance, or

b. is clinically dependent upon the use or consumption of alcohol or any other legal drug or chemical substance that is not prescribed by a board certified medical doctor or psychiatrist in a current program of treatment supervised by such doctor or psychiatrist,

and if the Independent Trustee reasonably believes that as a result the beneficiary is unable to care for himself or herself, or is unable to manage his or her financial affairs, all distributions (including distributions upon termination of the trust) to the beneficiary, all of the beneficiary's withdrawal rights (if any), and all of the beneficiary's rights to participate in decisions concerning the removal and appointment of Trustees and Independent Trustees will be suspended. In that event, the following provisions of this Subparagraph II.B will apply.

2. Testing. The Independent Trustee may request the beneficiary to submit to one or more examinations (including laboratory tests of bodily fluids) determined to be appropriate by a board certified medical doctor and to consent to full disclosure to the Independent Trustee of the results of all such examinations. The Independent Trustee shall maintain strict confidentiality of those results and shall not disclose those results to any person other than the beneficiary without the prior written permission of the beneficiary. The Independent Trustee may totally or partially suspend all distributions otherwise required or permitted to be made to that beneficiary until the beneficiary consents to the examination and disclosure to the Independent Trustee.

3. Treatment. If, in the opinion of the examining doctor, the examination indicates current or recent use of a drug or substance as described above, the examining doctor will determine an appropriate method of treatment for the beneficiary (for example, counseling or treatment on an in-patient basis in a rehabilitation facility) that is acceptable to the Independent Trustee. If the beneficiary consents to the treatment, the Independent Trustee may, in its absolute and unfettered discretion, pay the costs of treatment including directly to the provider of those services.

4. Resumption of Distributions. The Independent Trustee may resume other distributions to the beneficiary (and the beneficiary's other suspended rights will be restored) when, in the case of use or consumption of an illegal substance, examinations indicate no such use for 12 months and, in all cases, when the Independent Trustee in its discretion determines that the beneficiary is able to care for himself or herself and is able to manage his or her financial affairs.

5. Exoneration. No Independent Trustee (nor any doctor retained by the

Independent Trustee) will be responsible or liable to anyone for a beneficiary's actions or welfare. The Independent Trustee has no duty to inquire whether a beneficiary uses drugs or other substances as described in this Subparagraph II.B. The Independent Trustee (and any doctor retained by the Independent Trustee) is to be indemnified from the Trust estate and held harmless from any liability of any nature in exercising its judgment and authority under this Subparagraph II.B, including any failure to request a beneficiary to submit to medical examination, and including a decision to distribute amounts to a beneficiary.

6. Tax Savings Provision. Despite the provisions of this Subparagraph II.B, the Independent Trustee cannot suspend any mandatory distributions or withdrawal rights that are required for that trust to become or remain a Qualified Subchapter S Trust (unless the Independent Trustee elects for the trust to be an Electing Small Business Trust), or to qualify for any federal transfer tax exemption, deduction, or exclusion allowable with respect to that trust.

C. Income on Death of Beneficiary. Subject to the following Subparagraph captioned "Subchapter S Stock," and except as otherwise explicitly provided herein, upon the death of any principal beneficiary, all accrued or undistributed income of such deceased principal beneficiary's Trust shall pass with the principal of his or her Trust but shall remain income for trust accounting purposes.

D. Definitions. In this Agreement,

1. Children, Lineal Descendants. The terms "***child,***" "***children***" and "***lineal descendant***" mean only persons whose relationship to the ancestor designated is created entirely by or through (a) legitimate births occurring during the marriage of the joint biological parents to each other, (b) children and their lineal descendants arising from surrogate births and/or third party donors when (i) the child is raised from birth by a married couple through the pendency of such marriage, (ii) one of such couple is the designated ancestor, and (iii) to the best knowledge of the Trustee both members of such couple participated in the decision to have such child, and (c) lawful adoptions of minors under the age of twelve years. No such child or lineal descendant loses his or her status as such through adoption by another person. Notwithstanding the foregoing, for all purposes of this Trust and the dispositions made hereunder, my children shall only include TED S. BERNSTEIN, PAMELA B. SIMON, ELIOT BERNSTEIN, JILL IANTONI and LISA S. FRIEDSTEIN, and my lineal descendants shall include only said named individuals and their respective lineal descendants.

2. Code. "***Code***" means the Internal Revenue Code of 1986, as amended, and in referring to any particular provision of the Code, includes a reference to any equivalent or successor provision of a successor federal tax law.

3. Disabled. "***Disabled***" or being under "***Disability***" means, as to any applicable individual: (1) being under the age of 21 years, (2) having been adjudicated by a court of competent jurisdiction as mentally or physically incompetent or unable to manage his or her own property or personal affairs (or a substantially similar finding under applicable state or national law), or (3) being unable to properly manage his or her personal or financial affairs, or a trust estate hereunder as to a

Trustee hereunder, because of a mental or physical impairment (whether temporary or permanent in nature). A written certificate executed by an individual's attending physician or attending psychiatrist confirming that person's impairment will be sufficient evidence of Disability under item (3) above, and all persons may rely conclusively on such a certificate.

4. Needs Distributions. Payments to be made for a person's ***"Needs"*** means payments for such person's support, health (including lifetime residential or nursing home care), maintenance and education. However, the Trustee, based upon information reasonably available to it, shall make such payments for a person's Needs only to the extent such person's income, and funds available from others obligated to supply funds for such purposes (including, without limitation, pursuant to child support orders and agreements), are insufficient in its opinion for such purposes, and shall take into account such person's accustomed manner of living, age, health, marital status and any other factor it considers important. Income or principal to be paid for a person's Needs may be paid to such individual or applied by the Trustee directly for the benefit of such person. The Trustee may make a distribution or application authorized for a person's Needs even if such distribution or application substantially depletes or exhausts such person's trust, without any duty upon the Trustee to retain it for future use or for other persons who might otherwise benefit from such trust.

5. Per Stirpes. In a division "***per stirpes***" each generation shall be represented and counted whether or not it has a living member.

6. Related or Subordinate Party. A "***Related or Subordinate Party***" to a trust describes a beneficiary of the subject trust or a related or subordinate party to a beneficiary of the trust as the terms "related or subordinate party" are defined under Code Section 672(c).

7. Spouse. A person's "***spouse***" includes only a spouse then married to and living as husband and wife with him or her, or a spouse who was married to and living as husband and wife with him or her at his or her death. The following rules apply to each person who is a beneficiary or a permissible appointee under this Trust Agreement and who is married to a descendant of mine. Such a person will cease to be a beneficiary and will be excluded from the class of permissible appointees and distribution recipients upon:

a. the legal termination of the marriage to my descendant (whether before or after my death), or

b. the death of my descendant if a dissolution of marriage proceeding was pending when he or she died.

The Trust will be administered as if that person had died upon the happening of the terminating event described above.

8. Gender, Number. Where appropriate, words of any gender include all genders and the singular and plural are interchangeable.

E. **Powers of Appointment**. Property subject to a power of appointment shall be paid to, or retained by the Trustee or paid to any trustee under any will or trust agreement for the benefit of, such one or more permissible appointees, in such amounts and proportions, granting such interests, powers and powers of appointment, and upon such conditions including spendthrift provisions as the holder of such power (i) in the case of a power exercisable upon the death of such holder, appoints in his or her will or in a trust agreement revocable by him or her until his or her death, or (ii) in the case of a power exercisable during the life of such holder, appoints in a written instrument signed by such holder, two witnesses and a notary public, but in either case only if such will, trust agreement, or instrument specifically refers to such power.

F. **Limitations on Powers of Trustee**. Regardless of anything herein to the contrary, no Trustee shall make or participate in making any distribution of income or principal of a trust to or for the benefit of a beneficiary which would directly or indirectly discharge any legal obligation of such Trustee or a donor of such trust (as an individual) to support such beneficiary; and no Trustee shall make or participate in making any discretionary distribution of income or principal to or for the benefit of himself or herself other than for his or her Needs, including by reason of a determination to terminate a trust described herein.

G. **Presumption of Survivorship**. If any person shall be required to survive another person in order to take any interest under this Agreement, the former person shall be deemed to have predeceased the latter person, if such persons die under circumstances which make it difficult or impracticable to determine which one died first.

H. **Protective Provision**. No beneficiary of any Trust herein created shall have any right or power to anticipate, transfer, pledge, sell, alienate, assign or encumber in any way his or her interest in the income or principal of such trust. Furthermore, no creditor shall have the right to attach, lien, seize or levy upon the interest of the beneficiary in this Trust and such interest shall not be liable for or subject to the debts, liabilities or obligations of any such beneficiary or any claims against such beneficiary (whether voluntarily or involuntarily created), and the Trustee shall pay directly to or for the use or benefit of such beneficiary all income and principal to which such beneficiary is entitled, notwithstanding that such beneficiary has executed a pledge, assignment, encumbrance or in any other manner alienated or transferred his or her beneficial interest in the Trust to another. This paragraph shall not preclude the effective exercise of any power of appointment granted herein or the exercise of any disclaimer.

I. **Governing Law**. This Agreement is governed by the law of the State of Florida.

J. **Mandatory Notice Required by Florida Law.** The trustee of a trust may have duties and responsibilities in addition to those described in the instrument creating the trust. If you have questions, you should obtain legal advice.

K. Release of Medical Information.

1. Disability of Beneficiary. Upon the written request of the Independent Trustee (with or without the concurrence of co-Trustees) issued to any current income or principal beneficiary (including discretionary beneficiaries) for whom a determination of Disability is relevant to the administration of a trust hereunder and for whom a Trustee (with or without the concurrence of co-Trustees) desires to make such a determination, such beneficiary shall issue to all Trustees including Independent Trustees (who shall be identified thereon both by name to the extent known and by class description) a valid authorization under the Health Insurance Portability and Accountability Act of 1996 and any other applicable or successor law authorizing all health care providers and all medical sources of such requested beneficiary to release protected health information of the requested beneficiary to all such Trustees that is relevant to the determination of the Disability of the requested beneficiary as Disability is defined hereunder. The period of each such valid authorization shall be for six months (or the earlier death of the requested beneficiary). If such beneficiary (or his or her legal representative if such beneficiary is a minor or legally disabled) refuses within thirty days of receipt of the request to provide a valid authorization, or at any time revokes an authorization within its term, the Trustee shall treat such beneficiary as Disabled hereunder until such valid authorization is delivered.

2. Disability of Trustee. Upon the request to a Trustee, including myself and an Independent Trustee, that is an individual by (a) a co-Trustee, or if none, (b) the person or entity next designated to serve as a successor Trustee not under legal incapacity, or if none, (c) any adult current income or principal beneficiary not under legal incapacity, or in any event and at any time (d) a court of competent jurisdiction, such Trustee shall issue to such person and all persons, courts of competent jurisdiction, and entities (who shall be identified thereon both by name to the extent known and by class description), with authority hereunder to determine such requested Trustee's Disability, a valid authorization under the Health Insurance Portability and Accountability Act of 1996 and any other applicable or successor law authorizing all health care providers and all medical sources of such requested Trustee to release protected health information of the requested Trustee to such persons, courts and entities, that is relevant to the determination of the Disability of the requested Trustee as Disability is defined hereunder. The period of each such valid authorization shall be for six months (or the earlier death or resignation of the requested Trustee). If such requested Trustee refuses within thirty days of receipt of the request to deliver a valid authorization, or at any time revokes an authorization within its term, such requested Trustee shall thereupon be treated as having resigned as Trustee hereunder.

3. Authorization to Issue Certificate. All required authorizations under this paragraph shall include the power of a physician or psychiatrist to issue a written certificate to the appropriate persons or entities as provided in paragraph II.D.3 hereof.

ARTICLE III. FIDUCIARIES

A. Powers of the Trustee. The Trustee has the powers now or hereafter provided by law and the following powers exercisable without court approval, provided, however, that the Trustee shall

exercise all powers in a fiduciary capacity:

1. Investments. To sell or exchange at public or private sale and on credit or otherwise, with or without security, and to lease for any term or perpetually, any property, real and personal, at any time forming a part of the trust estate (the ***"estate"***); to grant and exercise options to buy or sell; to make purchases from my estate, any trust established by me during my lifetime, for full and adequate consideration and to make loans to my estate for adequate and reasonable interest and security, and the Trustee is expressly authorized to purchase stock and securities for adequate and full consideration owned by my estate, any trust established by me during my lifetime, whether such stock and securities are issued by closely held corporations or publicly traded corporations; to invest or reinvest in real or personal property of every kind, description and location; and to receive and retain any such property whether originally a part of any trust herein created or subsequently acquired, even if the Trustee is personally interested in such property, and without liability for any decline in the value thereof; all without limitation by any statutes or judicial decisions whenever enacted or announced, regulating investments or requiring diversification of investments, it being my intention to give the broadest investment powers and discretion to the Trustee. Any bank, trust company, or other corporate trustee serving hereunder as Trustee is authorized to invest in its own common trust funds.

2. Special Investments. The Trustee is expressly authorized (but not directed) to retain, make, hold, and dispose of investments not regarded as traditional for trusts, including interests or investments in privately held business and investment entities and enterprises, including without limitation stock in closely held corporations, limited partnership interests, joint venture interests, mutual funds, business trust interests, and limited liability company membership interests, notwithstanding (a) any applicable prudent investor rule or variation thereof, (b) common law or statutory diversification requirements (it being my intent that no such duty to diversify shall exist) (c) a lack of current cash flow therefrom, (d) the presence of any risk or speculative elements as compared to other available investments (it being my intent that the Trustee have sole and absolute discretion in determining what constitutes acceptable risk and what constitutes proper investment strategy), (e) lack of a reasonable rate of return, (f) risks to the preservation of principal, (g) violation of a Trustee's duty of impartiality as to different beneficiaries (it being my intent that no such duty exists for this purpose), and (h) similar limitations on investment under this Agreement or under law pertaining to investments that may or should be made by a Trustee (including without limitation the provisions of Fla.Stats. §518.11 and successor provisions thereto that would characterize such investments as forbidden, imprudent, improper or unlawful). The Trustee shall not be responsible to any trust created hereunder or the beneficiaries thereof for any loss resulting from any such authorized investment, including without limitation loss engendered by the higher risk element of that particular entity, investment, or enterprise, the failure to invest in more conservative investments, the failure to diversify trust assets, the prudent investor rule or variant thereof. Notwithstanding any provisions for distributions to beneficiaries hereunder, if the Trustee determines that the future potential investment return from any illiquid or closely held investment asset warrants the retention of that investment asset or that sufficient value could not be obtained from the sale or other disposition of an illiquid or closely held investment asset, the Trustee is authorized to retain that asset and if necessary reduce the distributions to beneficiaries due to lack of sufficient liquid or marketable assets. However, the preceding provisions of this Subparagraph shall not

reduce any income distributions otherwise required hereunder for a "qualified subchapter S trust" as that term is defined in Code Section 1361(d)(3).

3. Distributions. To make any division or distribution pro rata or non-pro rata, in cash or in kind, and to allocate undivided interests in property and dissimilar property (without regard to its tax basis) to different shares.

4. Management. To manage, develop, improve, partition or change the character of an asset or interest in property at any time; and to make ordinary and extraordinary repairs, replacements, alterations and improvements, structural or otherwise.

5. Borrowing. To borrow money from anyone on commercially reasonable terms, including entities owned in whole or in part by the trust, a Trustee, beneficiaries and other persons who may have a direct or indirect interest in a Trust; and to mortgage, margin, encumber and pledge real and personal property of a trust as security for the payment thereof, without incurring any personal liability thereon and to do so for a term within or extending beyond the terms of the trust and to renew, modify or extend existing borrowing on similar or different terms and with the same or different security without incurring any personal liability; and such borrowing from a Trustee may be with or without interest, and may be secured with a lien on trust assets.

6. Lending. To extend, modify or waive the terms of any obligation, bond or mortgage at any time forming a part of a trust and to foreclose any such mortgage; accept a conveyance of encumbered property, and take title to the property securing it by deed in lieu of foreclosure or otherwise and to satisfy or not satisfy the indebtedness securing said property; to protect or redeem any such property from forfeiture for nonpayment of taxes or other lien; generally, to exercise as to such bond, obligation or mortgage all powers that an absolute owner might exercise; and to loan funds to beneficiaries at commercially reasonable rates, terms and conditions.

7. Abandonment of Property. To abandon any property or asset when it is valueless or so encumbered or in such condition that it is of no benefit to a trust. To abstain from the payment of taxes, liens, rents, assessments, or repairs on such property and/or permit such property to be lost by tax sale, foreclosure or other proceeding or by conveyance for nominal or no consideration to anyone including a charity or by escheat to a state; all without personal liability incurred therefor.

8. Real Property Matters. To subdivide, develop or partition real estate; to purchase or sell real property and to enter into contracts to do the same; to dedicate the same to public use; to make or obtain the location of any plats; to adjust boundaries; to adjust differences in valuations on exchange or partition by giving or receiving consideration; and, to grant easements with or without consideration as the Trustee may determine; and to demolish any building, structures, walls and improvements, or to erect new buildings, structures, walls and improvements and to insure against fire and other risks; and to protect and conserve, or to lease, or to encumber, or otherwise to manage and dispose of the real property to the extent such power is not otherwise granted herein or otherwise restricted herein.

9. Claims. To enforce, compromise, adjust, arbitrate, release or otherwise settle or pay any claims or demands by or against a trust.

10. Business Entities. To deal with any business entity or enterprise even if a Trustee is or may be a fiduciary of or own interests in said business entity or enterprise, whether operated in the form of a corporation, partnership, business trust, limited liability company, joint venture, sole proprietorship, or other form (all of which business entities and enterprises are referred to herein as "***Business Entities***"). I vest the Trustee with the following powers and authority in regard to Business Entities:

a. To retain and continue to operate a Business Entity for such period as the Trustee deems advisable;

b. To control, direct and manage the Business Entities. In this connection, the Trustee, in its sole discretion, shall determine the manner and extent of its active participation in the operation and may delegate all or any part of its power to supervise and operate to such person or persons as the Trustee may select, including any associate, partner, officer or employee of the Business Entity;

c. To hire and discharge officers and employees, fix their compensation and define their duties; and similarly to employ, compensate and discharge agents, attorneys, consultants, accountants, and such other representatives as the Trustee may deem appropriate; including the right to employ any beneficiary or fiduciary in any of the foregoing capacities;

d. To invest funds in the Business Entities, to pledge other assets of a trust as security for loans made to the Business Entities, and to lend funds from a trust to the Business Entities;

e. To organize one or more Business Entities under the laws of this or any other state or country and to transfer thereto all or any part of the Business Entities or other property of a trust, and to receive in exchange such stocks, bonds, partnership and member interests, and such other securities or interests as the Trustee may deem advisable;

f. To treat Business Entities as separate from a trust. In a Trustee's accounting to any beneficiary, the Trustee shall only be required to report the earnings and condition of the Business Entities in accordance with standard business accounting practice;

g. To retain in Business Entities such net earnings for working capital and other purposes of the Business Entities as the Trustee may deem advisable in conformity with sound business practice;

h. To sell or liquidate all or any part of the Business Entities at such time and price and upon such terms and conditions (including credit) as the Trustee may determine. My Trustee is specifically authorised and empowered to make such sale to any person, including any partner, officer,

or employee of the Business Entities, a fiduciary, or to any beneficiary; and

i. To guaranty the obligations of the Business Entities, or pledge assets of a trust to secure such a guaranty.

11. Principal and Income. To allocate items of income or expense between income and principal as permitted or provided by the laws of the State of Florida, provided, unless otherwise provided in this instrument, the Trustee shall establish out of income and credit to principal reasonable reserves for depreciation, obsolescence and depletion, determined to be equitable and fair in accordance with some recognized reasonable and preferably uncomplicated trust accounting principle and; provided, further that the Trustee shall not be required to provide a rate of return on unproductive property unless otherwise provided in this instrument.

12. Life Insurance. The Trustee (or the Independent Trustee if I am serving as Trustee or if a Related or Subordinate Party is serving as Trustee) is authorized to purchase one or more life insurance policies on my life, the life of any beneficiary described herein, or any spouse or lineal ascendant or lineal descendant of myself or such beneficiaries. The following provisions shall apply with respect to any insurance policies constituting an asset of any trust herein created:

a. General Powers. The Trustee shall have the power to pay premiums; to apply dividends in reduction of such premiums; to borrow against the cash values thereof; to convert such policies into other forms of insurance, including paid-up insurance; to exercise any settlement options provided in any such policies; to receive the proceeds of any policy upon its maturity and to administer such proceeds as part of the principal of the trust; and in general, to exercise all other options, benefits, rights and privileges under such policies; provided, however, no Trustee other than a sole Trustee may exercise any incidents of ownership with respect to policies of insurance insuring the Trustee's own life.

b. Payment of Premiums. The Trustee shall be under no obligation to pay the premiums which may become due and payable under the provisions of any policy of insurance subject to this trust, or to make certain that such premiums are paid by myself or any other person, or to notify any persons of the nonpayment of such premiums, and it shall be under no responsibility or liability of any kind in case such premiums are not paid, except that it shall apply any dividends received by it on such policy to the payment of premiums thereon. Upon notice at any time during the continuance of this trust that the premiums due upon such policies are in default, or that premiums to become due will not be paid, either by myself or by any other person, the Trustee, within its sole discretion, may apply any cash values attributable to such policy to the purchase of paid-up insurance or of extended term insurance, or may borrow upon such policy for the payment of premiums due thereon or may accept the cash values of such policy upon its forfeiture. If facts shall occur, under the terms of the policy which shall enable a waiver of the payment of future premiums, the Trustee, upon receipt of written notice of such facts, shall promptly notify the insurance company which has issued such policy, and shall take any and all steps necessary to make such waiver of premium provision effective.

c. Collection of Proceeds. Upon the death of an insured the proceeds of the insurance policies insuring that life which are then subject to this trust shall be collected by the Trustee. The Trustee shall have full authority to take any action with regard to the collection that it deems best and to pay any expenses thereof out of the trust estate. However, it shall not be required to enter into or maintain any litigation to enforce payment of such policies until it shall have been indemnified to its satisfaction against all expenses and liabilities to which it might, in its judgment, be subjected by any such action on its part. The Trustee shall have full authority to make any compromise or settlement with respect to any such policies and to give to all insurance companies the necessary and proper releases and acquittances in full discharge of all their liabilities under such policies. Only the net proceeds of insurance policies subject to this trust shall be collected by the Trustee.

d. Liability of Insurance Company. No insurance company, whose policies shall be subject to this trust and who shall make payment of the proceeds thereof to the Trustee, shall be required to inquire into or take notice of any of the terms or conditions of this trust or to see to the application or disposition of the proceeds of such policies. The receipt of the Trustee to any such insurance company shall be effectual to release and discharge it for any payment so made and shall be binding upon every beneficiary of the trusts herein created.

13. Continuing Power. To continue to have or exercise, after the termination of a trust, in whole or in part, and until final distribution thereof, all title, power, discretions, rights and duties conferred or imposed upon the Trustee by law or by this Agreement or during the existence of the trust.

14. Exoneration. To provide for the exoneration of the Trustee from any personal liability on account of any arrangement or contract entered into in a fiduciary capacity.

15. Agreements. To comply with, amend, modify or rescind any agreement made during my lifetime, including those regarding the disposition, management or continuation of any closely held unincorporated business, corporation, partnership or joint venture, and including the power to complete contracts to purchase and sell real estate.

16. Voting. To vote and give proxies, with power of substitution to vote, stocks, bonds and other securities, or not to vote a security.

17. Combination of Shares. To hold the several shares of a trust or several Trusts as a common fund, dividing the income proportionately among them, to assign undivided interests to the several shares or Trusts, and to make joint investments of the funds belonging to them. For such purposes and insofar as may be practicable, the Trustee, to the extent that division of the trust estate is directed hereby, may administer the trust estate physically undivided until actual division thereof becomes necessary to make distributions. The Trustee may hold, manage, invest and account for whole or fractional trust shares as a single estate, making the division thereof by appropriate entries in the books of account only, and may allocate to each whole or fractional trust share its proportionate part of all receipts and expenses; provided, however, this carrying of several Trusts as a single estate shall not defer the vesting in possession of any whole or fractional share of a trust for the beneficiaries thereof at

the times specified herein.

18. Reimbursement. To reimburse itself from a trust for reasonable expenses incurred in the administration thereof.

19. Reliance Upon Communication. To rely, in acting under a trust, upon any letter, notice, certificate, report, statement, document or other paper, or upon any telephone, telegraph, cable, wireless or radio message, if believed by the Trustee to be genuine, and to be signed, sealed, acknowledged, presented, sent, delivered or given by or on behalf of the proper person, firm or corporation, without incurring liability for any action or inaction based thereon.

20. Assumptions. To assume, in the absence of written notice to the contrary from the person or persons concerned, that a fact or an event, by reason of which an interest or estate under a trust shall commence or terminate, does not exist or has not occurred, without incurring liability for any action or inaction based upon such assumption.

21. Removal of Assets. The Trustee may remove from the domiciliary state during the entire duration of a trust or for such lesser period as it may deem advisable, any cash, securities or other property at any time in its hands whether principal or not, and to take and keep the same outside the domiciliary state and at such place or places within or outside the borders of the United States as it may determine, without in any event being chargeable for any loss or depreciation to the trust which may result therefrom.

22. Change of Situs. The situs and/or applicable law of any trust created hereunder may be transferred to such other place as the Trustee may deem to be for the best interests of the trust estate. In so doing, the Trustee may resign and appoint successor Trustees, but may remove such successor Trustees so appointed and appoint others. Each successor Trustee may delegate any and all fiduciary powers, discretionary and ministerial, to the appointing Trustee as its agent.

23. Fiduciary Outside Domiciliary State. In the event no Trustee shall be able and willing to act as Trustee with respect to any property located outside the domiciliary state, the Trustee, without order of court, may appoint another individual or corporation (including any employee or agent of any Trustee) to act as Trustee with respect to such property. Such appointed Trustee shall have all of the powers and discretions with respect to such property as are given to the appointing Trustee with respect to the trust. The appointing Trustee may remove such appointed Trustee and appoint another upon ten (10) days notice in writing. All income from such property, and if such property is sold, exchanged or otherwise disposed of, the proceeds thereof, shall be remitted to the appointing Trustee, to be held and administered by it as Trustee hereunder. Such appointed Trustee may employ the appointing Trustee as agent in the administration of such property. No surety shall be required of any Trustee or agent acting under the provisions of this paragraph. No periodic court or statutory accounting shall be required of such appointed Trustee.

24. Additions. To receive and accept additions to the Trusts in cash or in kind from

donors, Personal Representatives, administrators, Trustees or attorneys in fact, including additions of my property by the Trustee or others as my attorneys in fact.

25. Title and Possession. To have title to and possession of all real or personal property held in the Trusts, and to register or hold title to such property in its own names or in the name of its nominee, without disclosing its fiduciary capacity, or in bearer form.

26. Agents. To employ persons, including attorneys, auditors, investment advisers, and agents, even if they are the Trustee or associated with the Trustee, to advise or assist the Trustee in the performance of its administrative duties and to pay compensation and costs incurred in connection with such employment from the assets of the Trust; to act without independent investigation upon their recommendations; and, instead of acting personally, to employ one or more agents to perform any act of administration, whether or not discretionary.

27. Tax Elections. To file tax returns, and to exercise all tax-related elections and options at its discretion, without compensating adjustments or reimbursements between any of the Trusts or any of the trust accounts or any beneficiaries.

28. Tax Reimbursement. To pay, from time to time in the Independent Trustee's sole and absolute discretion, to me or the Personal Representatives of my estate, on a cumulative basis as may be necessary, such amounts as I or my Personal Representatives shall certify as is necessary to discharge my tax liability (whether federal, state or otherwise) in respect of income realized by the Trust and not distributed to me; provided, however, this authority shall only be exercised by the Independent Trustee hereunder, and I shall not make or participate in making any discretionary distribution pursuant to this Subparagraph. The Independent Trustee shall have no obligation to reimburse me for any income taxes imposed on me by law and paid by me on Trust income or gains.

If I am serving as Trustee hereunder or if a Related or Subordinate Party is serving as Trustee hereunder, any powers and discretions provided under this Subparagraph III.A. to the Trustee that would result in gross estate inclusion of assets of this Trust under Code §§ 2036, 2038, or 2042, or successor provisions thereto, shall not be exercisable by me or such related or subordinate Trustee, and shall be exercisable only by the other Trustees who are not related or subordinate to me, or if none, by the Independent Trustee.

B. Resignation or Removal. The Trustee may resign with or without cause, by giving written notice, specifying the effective date of such resignation to his or her successor Trustee and to the current income beneficiaries, at the time of giving notice. I (or my spouse if she is serving as sole Trustee) reserve the right to remove a Trustee or co-Trustee from office, with or without cause, by giving written notice, specifying the effective date of such resignation to the removed Trustee, to his or her successor Trustee, and to the current income beneficiaries. Upon the resignation or removal of a Trustee, such Trustee shall be entitled to reimbursement from the Trust for all reasonable expenses incurred in the settlement of accounts and in the transfer of assets to his or her successor. For purposes of this Subparagraph, the Trustee shall include the Independent Trustee.

C. **Appointment of Successor Trustee.**

1. Appointment. Upon a Trustee's resignation (including the Independent Trustee), or if a Trustee becomes Disabled or for any reason ceases to serve as Trustee (including the Independent Trustee), I (or my spouse if she is serving as sole Trustee) may appoint any person or persons as successor Trustee, co-Trustee or Independent Trustee, and in the case of the Independent Trustee it shall not be a Related or Subordinate Party, nor a person related or subordinate to me within the meaning of Code Section 672(c), the Treasury Regulations issued thereunder, and successor provisions thereto. Notwithstanding the foregoing, if a named Trustee is not a U.S. citizen or resident at the time of commencement of his term as Trustee, such Trustee should give due consideration to declining to serve to avoid potential adverse U.S. income tax consequences by reason of the characterization of a trust hereunder as a foreign trust under the Code, but shall not be construed to have any duty to so decline if such Trustee desires to serve. There shall always be a Trustee and an Independent Trustee serving hereunder, provided that the same person or entity may serve in both capacities.

2. Specific Trusts. Notwithstanding the preceding provisions of this Subparagraph III.C, subsequent to the death of the survivor of my spouse and me, I specifically appoint the following person or persons as Trustee of the following Trusts:

a. Trustee of Separate Trusts for My Lineal Descendants. With regard to a separate trust held for a lineal descendant of mine hereunder under which such lineal descendant is the principal beneficiary, each such lineal descendant of mine shall serve as co-Trustee with the then serving Trustee upon attaining age thirty (30) years, and each such lineal descendant shall serve as sole Trustee upon attaining age thirty-five (35) years, provided, however, that there shall always be an Independent Trustee serving of such separate trust. While serving as sole Trustee, a lineal descendant of mine may designate an co-Trustee to serve with such lineal descendant and each such lineal descendant may remove and/or replace such co-Trustee with another from time to time.

b. Trustee of Separate Trust for a Spouse of a Lineal Descendant of Mine. A corporate fiduciary shall serve as Trustee and Independent Trustee of any separate trust held for the benefit of a spouse of a lineal descendant of mine. Such corporate fiduciary shall be an entity with trust powers under state law and no less than One Billion ($1,000,000,000.00) Dollars under trust management (itself and its affiliates).

3. Successor Trustees Not Provided For. Whenever a successor Trustee or co-Trustee (including the Independent Trustee) is required and no successor or other functioning mechanism for succession is provided for under the terms of this Trust Agreement , the last serving Trustee (or Independent Trustee, as the case may be) or the last person or entity designated to serve as Trustee of the applicable trust (or Independent Trustee, as the case may be) may appoint his or her successor, and if none is so appointed, the following persons shall appoint a successor Trustee or Independent Trustee (who may be one of the persons making the appointment if over the age of thirty years):

a. The remaining Trustees, if any; otherwise,

b. The principal beneficiary or the spouse of a principal beneficiary for whom a separate trust is held.

The appointment shall be by a written document executed by such person in the presence of two witnesses and acknowledged before a notary public delivered to the appointed Trustee and to me if I am living and not Disabled or in a valid last Will.

4. Power to Remove Trustee. Subsequent to the death of the survivor of my spouse and me, the age 35 or older principal beneficiary of a Trust, or the spouse of a principal beneficiary for whom a separate trust is held, shall have the power to unanimously remove a Trustee, co-Trustee or Independent Trustee of such Trust at any time with or without cause other than a successor Trustee or Independent Trustee appointed by me or my spouse at death under our last Wills, with the successor Trustee or Independent Trustee to be determined in accordance with the foregoing provisions.

D. Method of Appointment of Trustee. Any such appointment of a successor Trustee by a person shall be made in a written instrument executed by such person in the presence of two witnesses and acknowledged before a notary public which is delivered to such appointed Trustee during the lifetime of the person making such appointment, or any such appointment of a successor Trustee by a person may be made under the last Will of such person.

E. Successor Fiduciaries. No Trustee is responsible for, nor has any duty to inquire into, the administration, acts or omissions of any executor, administrator, Personal Representative, or trustee or attorney-in-fact adding property to these Trusts, or of any predecessor Trustee. Each successor Trustee has all the powers, privileges, immunities, rights and title (without the execution of any instrument of transfer or any other act by any retiring Trustee) and all the duties of all predecessors.

F. Liability and Indemnification of Trustee.

1. Liability in General. No individual Trustee (that is, a Trustee that is not a corporation or other entity) shall be liable for any of his or her actions or failures to act as Trustee, even if the individual Trustee is found by a court to have been negligent or in breach of fiduciary duty, except for liability caused by his or her actions or failures to act done in bad faith or with reckless indifference to the purposes of the trust or the interests of the beneficiaries. Each Trustee that is a corporation or other entity will be liable for its actions or failures to act that are negligent or that breach its fiduciary duty, without contribution by any individual Trustee.

2. Indemnification of Trustee. Except in regard to liabilities imposed on a Trustee under the preceding paragraph, each Trustee shall be held harmless and indemnified from the assets of the trust for any liability, damages, attorney's fees, expenses, and costs incurred as a result of its service as Trustee. A Trustee who ceases to serve for any reason will be entitled to receive reasonable security from the assets of the trust to protect it from liability, and may enforce these provisions for

indemnification against the current Trustee or against any assets held in the trust, or if the former Trustee is an individual and not a corporation or other entity, against any beneficiary to the extent of distributions received by that beneficiary. This indemnification right extends to the estate, Personal Representatives, legal successors and assigns of a Trustee.

3. Indemnification of Trustee - Additional Provisions. I recognize that if a beneficiary accuses a Trustee of wrongdoing or breach of fiduciary duty, the Trustee may have a conflict of interest that ordinarily would prevent it from paying legal fees and costs from the trust estate to defend itself. I do not want to put a financial burden on any individual named to serve as a Trustee. Just as important, I do not want an individual who has been selected to serve as a Trustee to be reluctant to accept the position, or while serving to be intimidated in the performance of the Trustee's duties because of the threats of lawsuits that might force the Trustee to pay fees and costs from the Trustee's personal resources. For this reason, I deliberately and intentionally waive any such conflict of interest with respect to any individual serving as Trustee so that he or she can hire counsel to defend himself or herself against allegations of wrongdoing or if sued for any reason (whether by a beneficiary or by someone else) and pay all fees and costs for his or her defense from the trust estate until the dispute is resolved. I understand and agree that a court may award, disallow or allocate fees and costs in whole or in part after the dispute is resolved, as provided by law. The Trustee will account for all such fees and costs paid by it as provided by law. This provision shall not apply to any Trustee that is a corporation or other entity.

G. Compensation, Bond. Each Trustee is entitled to be paid reasonable compensation for services rendered in the administration of the Trust. Reasonable compensation for a non-individual Trustee will be its published fee schedule in effect when its services are rendered unless otherwise agreed in writing, and except as follows. Any fees paid to a non-individual Trustee for making principal distributions, for termination of the trust, and upon termination of its services must be based solely on the value of its services rendered, not on the value of the trust principal. During my lifetime the Trustee's fees are to be charged wholly against income (to the extent sufficient), unless directed otherwise by me in writing. Each Trustee shall serve without bond.

H. Maintenance of Records. The Trustee shall maintain accurate accounts and records. It shall render annual statements of the receipts and disbursements of income and principal of a Trust upon the written request of any adult vested beneficiary of such Trust or the guardian of the person of any vested beneficiary and the approval of such beneficiary shall be binding upon all persons then or thereafter interested in such Trust as to the matters and transactions shown on such statement. The Trustee may at any time apply for a judicial settlement of any account. No Trustee shall be required to file any statutory or other periodic accountings of the administration of a Trust.

I. Interested Trustee. The Trustee may act under this Agreement even if interested in these Trusts in an individual capacity, as a fiduciary of another trust or estate (including my estate) or in any other capacity. The Trustee may in good faith enter into a sale, encumbrance, or other transaction involving the investment or management of trust property for the Trustee's own personal account or which is otherwise affected by a conflict between the Trustee's fiduciary and personal interests, without liability and without being voidable by a beneficiary. The Trustee is specifically authorized to make

loans to, to receive loans from, or to sell, purchase or exchange assets in a transaction with (i) the Trustee's spouse, (ii) the Trustee's children or grandchildren, siblings, parents, or spouses of such persons, (iii) an officer, director, employee, agent, or attorney of the Trustee, or (iv) a corporation, partnership, limited liability company, or other business entity in which the Trustee has a financial interest, provided that in any transaction the trusts hereunder receive fair and adequate consideration in money or money's worth. The Trustee may renounce any interest or expectancy of a trust in, or an opportunity to participate in, specified business opportunities or specified classes or categories of business opportunities that are presented to the Trustee. Such renunciation shall not prohibit the Trustee from participating in the Trustee's individual capacity in such opportunity or expectancy.

J. **Third Parties**. No one dealing with the Trustee need inquire into its authority or its application of property.

K. **Merger of Trusts**. If the Trustee is also trustee of a trust established by myself or another person by will or trust agreement, the beneficiaries to whom income and principal may then be paid and then operative terms of which are substantially the same as those of a Trust held under this Agreement, the Trustee in its discretion may merge either such trust into the other trust. The Trustee, in exercising its discretion, shall consider economy of administration, convenience to the beneficiaries, tax consequences and any other factor it considers important. If it is later necessary to reestablish the merged trust as separate trusts, it shall be divided proportionately to the value of each trust at the time of merger.

L. **Multiple Trustees.** Except as specifically provided herein as to the allocation of powers or discretion of the Independent Trustee, if two Trustees are serving at any time, any power or discretion of the Trustees may be exercised only by their joint agreement. Either Trustee may delegate to the other Trustee the authority to act on behalf of both Trustees and to exercise any power held by the Trustees. If more than two Trustees are serving at any time, and unless unanimous agreement is specifically required by the terms of this Trust Agreement, any power or discretion of the Trustees may be exercised only by a majority. The Trustees may delegate to any one or more of themselves the authority to act on behalf of all the Trustees and to exercise any power held by the Trustees. Trustees who consent to the delegation of authority to other Trustees will be liable for the consequences of the actions of those other Trustees as if the consenting Trustees had joined the other Trustees in performing those actions. A dissenting Trustee who did not consent to the delegation of authority to another Trustee and who has not joined in the exercise of a power or discretion cannot be held liable for the consequences of the exercise. A dissenting Trustee who joins only at the direction of the majority will not be liable for the consequences of the exercise if the dissent is expressed in writing delivered to any of the other Trustees before the exercise of that power or discretion.

ARTICLE IV. INDEPENDENT TRUSTEE

A. **In General**. The Independent Trustee shall have only those duties, obligations, and powers hereunder expressly provided to it, and the Trustee shall not participate in any affirmative duties

provided to the Independent Trustee. Otherwise, the provisions hereunder applicable to the Trustee shall be applicable also to the Independent Trustee except where the context differentiates between a Trustee and an Independent Trustee, including without limitation provisions relating to liability and indemnification of trustees. In the event of any conflict between the powers granted hereunder to both the Trustee and the Independent Trustee, the powers of the Independent Trustee shall have priority over the Trustee. Thus, for example, if the Independent Trustee determines to invest in a Closely Held Interest, such investment is permissible notwithstanding that it reduces the assets available for other investments by the Trustee.

B. **Who May Serve**. Notwithstanding any other provisions of this Trust Agreement to the contrary, including without limitation powers in myself or others to appoint additional or successor Trustees or Independent Trustees, at no time shall a person or entity serve as an Independent Trustee hereunder if such person or entity is a Related or Subordinate Party or is related or subordinate to me within the meaning of Code Section 672(c), the Treasury Regulations issued thereunder, and successor provisions thereto, nor shall I be eligible to serve.

C. **Limited Power of Amendment.**

1. Amendment Power. In the case of each separate Trust at any time in existence hereunder, such Trust's then Independent Trustee, other than any (i) who has ever made a gift transfer to such trust, or (ii) who is prohibited by the provisions of Subparagraph IV.C.2 below from participating in the amendment involved, from time to time may, notwithstanding any other provision of this instrument, amend or restate this instrument, including its dispositive, administrative and other provisions of all kinds, in order to permit the Trustees hereunder (including the Independent Trustee):

a. To address tax and/or other circumstantial changes that may affect such Trust and/or its beneficiaries,

b. To take advantage of changed trust drafting approaches to address potential trust problems, and/or

c. To remove from the governing trust instrument any provisions which have become "deadwood" (i.e., no longer operative in the ongoing administration of such trust due to changed circumstances)

with respect to (i) such Trust, and (ii) all trusts that are subsequently to come into existence under this instrument to hold part or all of the assets of such Trust, in whatever way or ways, such Independent Trustee, in the exercise of its sole discretion, may deem appropriate in the best interests, as interpreted by such Independent Trustee alone, of the principal beneficiary of such Trust(s) and of each such principal beneficiary's family as a whole. Such Independent Trustee shall be guided by what, in the sole judgment of such Independent Trustee alone, would apparently be my original intent hereunder in the light of the changed circumstances. This power of amendment shall include, by way of example and not limitation, the power to:

d. Grant, reduce or eliminate general (as defined in Code Section 2041) and special powers of appointment with respect to part or all of any trust property (such powers may be made subject to any conditions or consents and limited to such objects as may be described in the grant or reduction of each power);

e. Add mandatory distribution or set aside provisions for one or more beneficiaries or permissible distributees;

f. Divide a Trust into separate trusts or merge separate trusts together;

g. Provide for the creation of one or more separate subaccounts (equivalent to a separate trust) in any Trust hereunder with respect to which such subaccounts are more restrictive or other administrative or dispositive provisions are made applicable in order to permit some or all of the properties or interests that may at any time be held in or allocable to that Trust to be segregated and transferred to that subaccount to achieve some tax or other benefit that would otherwise not be available to such property or interest or to the principal beneficiary or one or more of the other current beneficiaries of that Trust (such as, by way of example and not limitation, to permit (i) such property, interest or beneficiary to qualify for some governmental or tax benefit, generation-skipping transfer tax exemption or Code Section 2032A election, or (ii) a disclaimer to be made; and

h. Restrict in any way, revocably or irrevocably, the future exercise of any power held by any beneficiaries, myself, and/or a Trustee (including Independent Trustee) hereunder.

2. Limitations on Amendment Power. Notwithstanding the foregoing, however, under no circumstances shall any such amendment:

a. Extend the period of any such trust's existence beyond the already applicable rule against perpetuities limitation period specified in Subparagraph I.G;

b. Diminish in any way (that is not controlled by the beneficiary) any enforceable right any beneficiary may already have (under the then terms of this instrument) to receive the income of any trust, currently or at any time in the future (but, to the extent an amendment benefits or grants a power to a current beneficiary of any trust, it may diminish the rights of one or more beneficiaries to receive in the future the income of that trust or of any trust subsequently to come into existence to hold part or all of the assets of that trust);

c. Reduce in any way the restrictions and limitations on or liabilities of (i) myself hereunder, including without limitation Subparagraph I.A or as a fiduciary as set forth in Subparagraph III.F, or (ii) this Article IV. This shall not be interpreted to limit the ability of the Independent Trustee to increase such restrictions, limitations and liabilities;

d. Result in any direct or indirect financial benefit to anyone who is not presently or in the future a lineal descendant of mine or the spouse of lineal descendant of mine while

married to a lineal descendant of mine;

e. Make any change that would have the effect of disqualifying any such trust insofar as such trust, prior to such amendment, otherwise qualified for and was in fact already taking advantage of, while such advantage otherwise will continue, (i) any exemption from a surviving spouse's elective right or from any creditor's right to levy on any beneficiary's interest in any such trust, or (ii) any substantial deduction, credit, exclusion or other tax benefit (such as any charitable deduction, any annual gift tax exclusion, Code Section 2032A election, a generation-skipping tax exemption, the opportunity to be a stockholder in an S corporation without adversely affecting the S election of such corporation, a significant grandfathered status under some changed law, and so on).

3. Method of Amendment. Any such amendment shall be by written instrument, executed by such amending Independent Trustee with all the formalities of a deed, setting forth the trust or trusts hereunder to which the amendment applies and the effective date of such amendment.

ARTICLE V. ADDITIONAL TAX MATTERS

A. GST Trusts. I direct (a) that the Trustee shall divide any Trust to which there is allocated any GST exemption into two separate Trusts (each subject to the provisions hereof) so that the generation-skipping tax inclusion ratio of one such Trust is zero, (b) any property exempt from generation-skipping taxation shall be divided as otherwise provided herein and held for the same persons designated in Trusts separate from any property then also so divided which is not exempt from generation-skipping taxation, and (c) if upon the death of a beneficiary a taxable termination would otherwise occur with respect to any property held in Trust for him or her with an inclusion ratio greater than zero, such beneficiary shall have with respect only to such property a power to appoint such fractional share thereof which if included in such beneficiary's gross estate for federal estate tax purposes (without allowing any deduction with respect to such share) would not be taxed at the highest federal estate tax rate and such fractional share of such property shall be distributed to such persons including only such beneficiary's estate, spouse, and issue, as such beneficiary may appoint, and any part of a Trust such beneficiary does not effectively appoint shall be treated as otherwise provided for disposition upon his or her death, provided, if upon his or her death two or more Trusts for his or her benefit are directed to be divided among and held or distributed for the same persons and the generation-skipping tax inclusion ratio of any such Trust is zero, the amount of any other such Trust to which there is allocated any of such beneficiary's GST exemption shall be added to the Trusts with generation-skipping tax inclusion ratios of zero in equal shares.

I request (but do not require) that if two or more Trusts are held hereunder for any person, no principal be paid to such person from the Trusts with the lower inclusion ratios for generation-skipping tax purposes unless the Trust with the highest inclusion ratio has been exhausted by use, consumption, distribution or otherwise or is not reasonably available. For purposes of funding any pecuniary payment or trust division to which there is allocated any GST exemption, such payment or trust division allocation shall be satisfied with cash or property which fairly represents appreciation and depreciation

(occurring between the valuation date and the date of distribution) in all of the assets from which such distribution or allocation could be made, and any pecuniary payment made before a residual transfer of property to which any GST exemption is allocated shall be satisfied with cash or property which fairly represents appreciation and depreciation (occurring between the valuation date and the date of distribution) in all of the assets from which such pecuniary payment could be satisfied and shall be allocated a pro rata share of income earned by all such assets between the valuation date and the date of payment. The valuation date with respect to any property shall be the date as of which its value is determined for federal estate tax purposes with respect to the transferor thereof, and subject to the foregoing, property distributed in kind in satisfaction of any pecuniary payment shall be selected on the basis of the value of such property on the valuation date. All terms used in this paragraph which are defined or explained in Chapter 13 of the Code shall have the same meaning when used herein. The Trustee is authorized and directed to comply with the provisions of the Treasury Regulations interpreting the generation skipping tax provisions of the Code in severing or combining any trust, creating or combining separate trust shares, allocating GST exemption, or otherwise, as necessary to best accomplish the foregoing allocations, inclusion ratios, combinations, and divisions, including, without limitation, the payment of "appropriate interest" as determined by the Trustee as that term is applied and used in said Regulations.

B. **Individual Retirement Accounts**. In the event that this Trust or any trust created under this Agreement is the beneficiary of an Individual retirement account established and maintained under Code Section 408 or a qualified pension, profit sharing or stock bonus plan established and maintained under Code Section 401 (referred to in this paragraph as "IRA"), the following provisions shall apply to such trust:

1. I intend that the beneficiaries of such trust shall be beneficiaries within the meaning of Code Section 401(a)(9) and the Treasury Regulations thereunder. All provisions of such trust shall be construed consistent with such intent. Accordingly, the following provisions shall apply to such trust:

a. No benefits from any IRA may be used or applied for the payment of any debts, taxes or other claims against my estate as set forth in the later paragraph captioned "Taxes", unless other assets of this Trust are not available for such payment.

b. In the event that a beneficiary of any trust created under this Agreement has a testamentary general power of appointment or a limited power of appointment over all or any portion of any trust established under this Agreement, and if such trust is the beneficiary of any benefits from any IRA, the beneficiary shall not appoint any part of such trust to a charitable organization or to a lineal descendant of mine who is older than the beneficiary whose life expectancy is being used to calculate distributions from such IRA.

2. The Trustee shall deliver a copy of this Agreement to the custodian of any IRA of which this Trust or any trust created under this Agreement is the named beneficiary within the time period prescribed Code Section 401(a)(9) and the Treasury Regulations thereunder, along with such

additional items required thereunder. If the custodian of the IRA changes after a copy of this Agreement has been provided pursuant to the preceding sentence, the Trustee shall immediately provide a copy of this Agreement to the new custodian. The Trustee shall request each custodian to complete a receipt of the Agreement and shall attach such receipt to this Agreement. The Trustee shall provide a copy of each amendment of this Agreement to the custodian and shall obtain a receipt of such amendment.

C. **Subchapter S Stock**. Regardless of anything herein to the contrary, in the event that the principal of a Trust includes stock in a corporation for which there is a valid election to be treated under the provisions of Subchapter S of the Code, the income beneficiary of such a Trust is a U.S. citizen or U.S. resident for federal income tax purposes, and such Trust is not an "electing small business trust" under Code Section 1361(e)(1) in regard to that corporation, the Trustee[s] shall (a) hold such stock as a substantially separate and independent share of such Trust within the meaning of Code Section 663(c), which share shall otherwise be subject to all of the terms of this Agreement, (b) distribute all of the income of such share to the one income beneficiary thereof in annual or more frequent installments, (c) upon such beneficiary's death, pay all accrued or undistributed income of such share to the beneficiary's estate, (d) distribute principal from such share during the lifetime of the income beneficiary only to such beneficiary, notwithstanding any powers of appointment granted to any person including the income beneficiary, and (e) otherwise administer such share in a manner that qualifies it as a "qualified Subchapter S trust" as that term is defined in Code Section 1361(d)(3), and shall otherwise manage and administer such share as provided under this Agreement to the extent not inconsistent with the foregoing provisions of this paragraph.

D. **Taxes**. The Trustee shall pay to the Personal Representative of my estate from the principal of the Trust, but not from the portion of any asset or the proceeds thereof which would not otherwise be includible in my gross estate for estate tax purposes, such as the proceeds of insurance policies that are not includible in my estate, such amounts as the Personal Representative certifies, in writing, are required for the payment of estate, inheritance, succession and transfer taxes, including any interest or penalty thereon, which are payable by said Personal Representative by reason of my death and are attributable to assets held in this Trust (*i.e.*, to the extent that such taxes are increased by the taxability of such Trust assets). The Trustee may rely upon the correctness of such certifications and is exonerated from all liability for making payments in reliance thereon. Notwithstanding any distribution requirement herein, subsequent to my death the Trustee is authorized to retain in trust any amounts designated to be distributed until the earlier of the issuance of an estate tax closing letter from the Internal Revenue Service in regard to my estate or the closing of the federal estate tax statute of limitations for estate taxes arising by reason of my death.

E. **Taxpayer Identification Number**. By executing this Trust Agreement, the Trustee authorizes Tescher & Spallina, P.A. to apply for a taxpayer identification number from the Internal Revenue Service for the Trust.

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IN WITNESS WHEREOF, the parties hereto have executed this Trust Agreement on the date first above written.

GRANTOR and CO-TRUSTEE:

SIMON L. BERNSTEIN

This instrument was signed by SIMON L. BERNSTEIN in our presence, and at the request of and in the presence of SIMON L. BERNSTEIN and each other, we subscribe our names as witnesses on this 20th day of May, 2008:

Print Name: Diana Banks
Address: 23415 Boca Trace Dr
Boca Raton, FL 33433

Print Name: TRACI KRATISH
Address: 16068 GLENCREST AVE
DELRAY BEACH, FL 33446

STATE OF FLORIDA
SS.
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20 day of May, 2008, by SIMON L. BERNSTEIN.

NOTARY PUBLIC STATE OF FLORIDA
Kimberly Moran
Commission # DD766470
Expires: APR. 28, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

Kimberly Moran
Signature - Notary Public

[Seal with Commission Expiration Date]

Print, type or stamp name of Notary Public

Personally Known ✓ or Produced Identification _____
Type of Identification Produced _____

CO-TRUSTEE:

SHIRLEY BERNSTEIN

This instrument was signed by SHIRLEY BERNSTEIN in our presence, and at the request of and in the presence of SHIRLEY BERNSTEIN and each other, we subscribe our names as witnesses on this 2nd day of May, 2008:

Print Name: Diana Banks
Address: 23415 Boca Trace Dr
Boca Raton, FL 33433

Print Name: TRACI KRATISH
Address: 16068 GLENCREST AVE
DELRAY BEACH, FL 33446

STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20 day of May, 2008, by SHIRLEY BERNSTEIN.

NOTARY PUBLIC-STATE OF FLORIDA
Kimberly Moran
Commission # DD766470
Expires: APR. 28, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

Kimberly Moran
Signature - Notary Public

[Seal with Commission Expiration Date]

Print, type or stamp name of Notary Public

Personally Known ✓ or Produced Identification _____

Type of Identification Produced _____

INDEPENDENT TRUSTEE:

ROBERT L. SPALLINA

This instrument was signed by ROBERT L. SPALLINA in our presence, and at the request of and in the presence of ROBERT L. SPALLINA and each other, we subscribe our names as witnesses on this 20 day of May, 2008:

Print Name: Diana Banks
Address: 23415 Boca Trace Dr
Boca Raton, FL 33433

Print Name: TRACI KRATISH
Address: 16068 GLENCREST AVE
DELRAY BEACH, FL 33446

STATE OF FLORIDA
SS.
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20 day of May, 2008, by ROBERT L. SPALLINA.

NOTARY PUBLIC-STATE OF FLORIDA
Kimberly Moran
Commission # DD766470
Expires: APR. 28, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

[Seal with Commission Expiration Date]

Signature - Notary Public

Print, type or stamp name of Notary Public

Personally Known ✓ or Produced Identification _____
Type of Identification Produced _____

F:\WPDATA\drt\Bernstein, Shirley & Simon\Children's Trusts\Lisa S. Friedstein Family Trust.wpd [05 11:29 20 08]

TRUST

ATTACHMENT

ITEM NO.	DESCRIPTION	AMOUNT
1	Cash	$1.00

Bernstein, Simon & Shirley 11187.001
Executed Documents - Estate Planning

CONFLICT OF INTEREST ISSUES

We are pleased that you have engaged our firm to represent the two of you in connection with estate planning matters ("Estate Planning"). An attorney has the duty to exercise independent professional judgement on behalf of each client. If an attorney is requested to represent multiple clients in the same matter, the attorney can do so only if the attorney can impartially fulfill this duty for each client and if the attorney obtains the consent of each client after explaining the possible risks, benefits, and implications involved in the joint representation.

Based upon our initial discussions with the two of you, we have concluded that our firm can impartially represent the two of you in connection with the Estate Planning. Please be aware, however, that each of you may obtain separate, independent counsel on this matter- now or at any time in the future. In determining whether you should consent to this joint representation, you should carefully consider the following:

1. Role as Joint Legal Counsel. In our joint representation of the two of you on the Estate Planning, we will strive to represent each of you in a professional manner, with our ultimate goal to reach an arrangement regarding the Estate Planning that is mutually advantageous to each of you and is compatible with the interests of each of you. Because we will be representing both of you in carrying out this representation, we must consider the interests of each of you- not the interests of any one person. As you are probably aware, one advantage to separate legal representation for each of you is that your respective legal counsel would be acting solely on your behalf- looking out for your best interests exclusively without regard to the interests of the other person. On the other hand, separate representation for each of you is generally more costly, more contentious, and more time-consuming than joint representation.

2. Non-Disclosure of Information/Withdrawal. We owe duties to each of you, and each of you has an obligation to disclose to us all information that is relevant to the representation. If one of you discloses information to us but does not disclose it to the other spouse, we will not disclose that information to the other spouse without your permission, even if the information is relevant to our representation of the other spouse. However, if a conflict of interest arises between the two of you based on the information, we will decide whether that conflict prevents us from adequately representing each of you. We will make that decision in our sole professional judgment. If we believe that we cannot adequately represent each of you, we will notify each of you separately in writing that a conflict of interest has arisen that prevents us from representing either one of you in this matter. We could not continue to represent either one of you without the consent of both of you. You should be aware that if there is ever litigation between the two of you, we could be compelled to testify about information obtained from you or about advice that we gave to you in the representation.

3. Attorney - Client Privilege. We believe that any information disclosed to our firm by either of you during this joint representation and relating to the Estate Planning will not be protected by the attorney-client privilege in the event of a subsequent legal dispute between the two of you relating to the Estate Planning. In addition, our firm would not be able to represent either of you in connection with any such legal dispute and each of you would be required to obtain separate legal counsel.

4. Future Conflicts. At this time, there does not appear to be any difference of opinion between you about the fundamental terms of the Estate Planning. But it may turn out that upon further consultation you have differing opinions about the terms of the Estate Planning, such as the persons who will be the beneficiaries of your estate or the property such persons will receive. If we determine that there are material differences on one or more issues that cannot be resolved amicable or on terms compatible with the mutual best interests of the two of you, then we must at that time withdraw from the joint representation and our firm would not be able to represent either of you in connection with the Estate Planning. If this occurs, we will, if you wish, assist each of you in obtaining new counsel.

We would be pleased to discuss these issues in further detail, if you desire. Your signatures below indicate your consent to the joint representation.

Dated: May 2, 2008

TESCHER GUTTER CHAVES JOSEPHER RUBIN RUFFIN & FORMAN, P.A.

By: _____

SIMON L. BERNSTEIN

SHIRLEY BERNSTEIN

ACCEPTANCE BY
SUCCESSOR TRUSTEE

THE UNDERSIGNED successor Trustee hereby accepts his designation as successor Trustee of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated December 8, 2010 (the "***Trust***") pursuant to Subparagraph IV.C.1. of the Trust, and hereby agrees to administer the Trust in accordance with the terms contained therein, effective as of September 13, 2012.

IN WITNESS WHEREOF, the undersigned has hereunto executed this Acceptance by Successor Trustee on the 15th day of October, 2013.

Signed, Sealed & Delivered
in the presence of:

Print Name: Robert Spallina

Print Name: Alexa Collevechio

TED S. BERNSTEIN

Ted accepts a year after he began acting as Successor Trustee, after Fraud in Closing Estate of Shirley was done. He sold Condo and other acts during this year.

STATE OF FLORIDA
SS
COUNTY OF PALM BEACH

THE FOREGOING was acknowledged before me this 15 day of October, 2013, by TED S. BERNSTEIN.

Signature - Notary Public

Diane Dustin
Print, type or stamp name of Notary Public

☑ Personally Known
☐ Produced Identification/Type of Identification Produced _____

DIANE DUSTIN
MY COMMISSION EXPIRES
June 11, 2017
#EE 873369
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

WILL OF

SIMON L. BERNSTEIN

Prepared by:

Tescher & Spallina, P.A.
2101 Corporate Blvd., Suite 107, Boca Raton, Florida 33431
(561) 998-7847
www.tescherlaw.com

TESCHER & SPALLINA, P.A.

WILL OF

SIMON L. BERNSTEIN

CONFORMED COPY

The original of this Will is being held in the safe deposit box of the law firm of Tescher & Spallina, P.A.

I, SIMON L. BERNSTEIN, of Palm Beach County, Florida, hereby revoke all my prior Wills and Codicils and make this Will. My spouse is SHIRLEY BERNSTEIN ("***SHIRLEY***"). My children are TED S. BERNSTEIN ("***TED***"), PAMELA B. SIMON, ELIOT BERNSTEIN, JILL IANTONI and LISA S. FRIEDSTEIN.

ARTICLE I. TANGIBLE PERSONAL PROPERTY

I give such items of my tangible personal property to such persons as I may designate in a separate written memorandum prepared for this purpose. I give to SHIRLEY, if SHIRLEY survives me, my personal effects, jewelry, collections, household furnishings and equipment, automobiles and all other non-business tangible personal property other than cash, not effectively disposed of by such memorandum, and if SHIRLEY does not survive me, I give this property to my children who survive me, divided among them as they agree, or if they fail to agree, divided among them by my Personal Representatives in as nearly equal shares as practical, and if neither SHIRLEY nor any child of mine survives me, this property shall pass with the residue of my estate.

ARTICLE II. RESIDENCES

I give to SHIRLEY, if SHIRLEY survives me, my entire interest in any real property used by us as a permanent or seasonal residence, subject to any mortgage or other lien. If SHIRLEY does not survive me, such interest shall pass with the residue of my estate.

ARTICLE III. RESIDUE OF MY ESTATE

I give all the residue of my estate to the Trustee then serving under my revocable Trust Agreement dated today, as may be amended and restated from time to time (the "***Existing Trust***"), as Trustee without bond, but I do not exercise any powers of appointment held by me except as provided in the later paragraph titled "Death Costs." The residue shall be added to and become a part of the Existing Trust, and shall be held under the provisions of said Agreement in effect at my death, or if this is not permitted by applicable law or the Existing Trust is not then in existence, under the provisions of said Agreement as existing today. If necessary to give effect to this gift, but not otherwise, said Agreement as existing today is incorporated herein by reference.

ARTICLE IV. PERSONAL REPRESENTATIVES

1. **Appointment and Bond.** I appoint SHIRLEY and WILLIAM E. STANSBURY, or either of them alone if the other is unable to serve, as my Personal Representative (the "***fiduciary***"). Each fiduciary shall serve without bond and have all of the powers, privileges and immunities granted to my fiduciary by this Will or by law, provided, however, that my fiduciary shall exercise all powers in a fiduciary capacity.

2. **Powers of Personal Representatives.** My fiduciary may exercise its powers without court approval. No one dealing with my fiduciary need inquire into its authority or its application of property. My fiduciary shall have the following powers:

a. Investments. To sell or exchange at public or private sale and on credit or otherwise, with or without security, and to lease for any term or perpetually, any property, real and personal, at any time forming a part of my probate estate (the "***estate***"); to grant and exercise options to buy or sell; to invest or reinvest in real or personal property of every kind, description and location; and to receive and retain any such property whether originally a part of the estate, or subsequently acquired, even if a fiduciary is personally interested in such property, and without liability for any decline in the value thereof; all without limitation by any statutes or judicial decisions, whenever enacted or announced, regulating investments or requiring diversification of investments.

b. Distributions or Divisions. To distribute directly to any beneficiary who is then entitled to distribution under the Existing Trust; to make any division or distribution pro rata or non-pro rata, in cash or in kind; and to allocate undivided interests in property and dissimilar property (without regard to its tax basis) to different shares, and to make any distribution to a minor or any other incapacitated person directly to such person, to his or her legal representative, to any person responsible for or assuming his or her care, or in the case of a minor to an adult person or an eligible institution (including a fiduciary) selected by my fiduciary as custodian for such minor under the Uniform Transfers to Minors Act or similar provision of law. The receipt of such payee is a complete release to the fiduciary.

c. Management. To manage, develop, improve, partition or change the character of or abandon an asset or interest in property at any time; and to make ordinary and extraordinary repairs, replacements, alterations and improvements, structural or otherwise.

d. Borrowing. To borrow money from anyone on commercially reasonable terms, including a fiduciary, beneficiaries and other persons who may have a direct or indirect interest in the estate; and to mortgage, margin, encumber and pledge real and personal property of the estate as security for the payment thereof, without incurring any personal liability thereon and to do so for a term within or extending beyond the terms of the estate and to renew, modify or extend existing borrowing on similar or different terms and with the same or different security without incurring any personal liability; and such borrowing from my fiduciary may be with or without interest, and may be secured with a lien on

the estate assets or any beneficiary's interest in said assets.

e. Lending. To extend, modify or waive the terms of any obligation, bond or mortgage at any time forming a part of the estate and to foreclose any such mortgage; accept a conveyance of encumbered property, and take title to the property securing it by deed in lieu of foreclosure or otherwise and to satisfy or not satisfy the indebtedness securing said property; to protect or redeem any such property from forfeiture for nonpayment of taxes or other lien; generally, to exercise as to such bond, obligation or mortgage all powers that an absolute owner might exercise; and to loan funds to beneficiaries at commercially reasonable rates, terms and conditions.

f. Abandonment of Property. To abandon any property or asset when it is valueless or so encumbered or in such condition that it is of no benefit to the estate. To abstain from the payment of taxes, liens, rents, assessments, or repairs on such property and/or permit such property to be lost by tax sale, foreclosure or other proceeding or by conveyance for nominal or no consideration to anyone including a charity or by escheat to a state; all without personal liability incurred therefor.

g. Real Property Matters. To subdivide, develop or partition real estate; to dedicate the same to public use; to make or obtain the location of any plats; to adjust boundaries; to adjust differences in valuations on exchange or partition by giving or receiving consideration; and, to grant easements with or without consideration as they may determine; and to demolish any building, structures, walls and improvements, or to erect new buildings, structures, walls and improvements and to insure against fire and other risks.

h. Claims. To enforce, compromise, adjust, arbitrate, release or otherwise settle or pay any claims or demands by or against the estate.

i. Business Entities. To deal with any business entity or enterprise even if a fiduciary is or may be a fiduciary of or own interests in said business entity or enterprise, whether operated in the form of a corporation, partnership, business trust, limited liability company, joint venture, sole proprietorship, or other form (all of which business entities and enterprises are referred to herein as "***Business Entities***"). I vest the fiduciary with the following powers and authority in regard to Business Entities:

i. To retain and continue to operate a Business Entity for such period as the fiduciary deems advisable;

ii. To control, direct and manage the Business Entities. In this connection, the fiduciary, in its sole discretion, shall determine the manner and extent of its active participation in the operation and may delegate all or any part of its power to supervise and operate to such person or persons as the fiduciary may select, including any associate, partner, officer or employee of the Business Entity;

iii. To hire and discharge officers and employees, fix their compensation and

define their duties; and similarly to employ, compensate and discharge agents, attorneys, consultants, accountants, and such other representatives as the fiduciary may deem appropriate; including the right to employ any beneficiary or fiduciary in any of the foregoing capacities;

iv. To invest funds in the Business Entities, to pledge other assets of the estate or a trust as security for loans made to the Business Entities, and to lend funds from my estate or a trust to the Business Entities;

v. To organize one or more Business Entities under the laws of this or any other state or country and to transfer thereto all or any part of the Business Entities or other property of my estate or a trust, and to receive in exchange such stocks, bonds, partnership and member interests, and such other securities or interests as the fiduciary may deem advisable;

vi. To treat Business Entities as separate from my estate or a trust. In a fiduciary's accounting to any beneficiary, the fiduciary shall only be required to report the earnings and condition of the Business Entities in accordance with standard business accounting practice;

vii. To retain in Business Entities such net earnings for working capital and other purposes of the Business Entities as the fiduciary may deem advisable in conformity with sound business practice;

viii. To sell or liquidate all or any part of the Business Entities at such time and price and upon such terms and conditions (including credit) as the fiduciary may determine. My fiduciary is specifically authorised and empowered to make such sale to any person, including any partner, officer, or employee of the Business Entities, a fiduciary, or to any beneficiary; and

ix. To guaranty the obligations of the Business Entities, or pledge assets of the estate or a trust to secure such a guaranty.

j. Life Insurance. With respect to any life insurance policies constituting an asset of the estate to pay premiums; to apply dividends in reduction of such premiums; to borrow against the cash values thereof; to convert such policies into other forms of insurance including paid-up insurance; to exercise any settlement options provided in any such policies; to receive the proceeds of any policy upon its maturity and to administer such proceeds as a part of the principal of the estate or trust; and in general, to exercise all other options, benefits, rights and privileges under such policies; provided, however, no fiduciary other than a sole fiduciary may exercise any incidents of ownership with respect to policies of insurance insuring the fiduciary's own life.

k. Reimbursement. To reimburse itself from the estate for all reasonable expenses incurred in the administration thereof.

l. Voting. To vote and give proxies, with power of substitution to vote, stocks, bonds and other securities, or not to vote a security.

m. Ancillary Administration. To appoint or nominate, and replace with or without cause, any persons or corporations, including itself, as ancillary administrators to administer property in other jurisdictions, with the same powers, privileges and immunities as my fiduciary and without bond.

n. Tax Elections. To file tax returns, and to exercise all tax-related elections and options at their discretion, without compensating adjustments or reimbursements between any accounts or any beneficiaries.

3. **Survivorship.** A beneficiary is not deemed to survive me unless he or she survives me by five days.

4. **Death Costs.** My fiduciary shall pay (a) from the residuary estate my debts which are allowed as claims against my estate, (b) from the residuary estate my funeral expenses without regard to legal limitations, (c) from the residuary estate the expenses of administering my estate and (d) from the residuary estate other than the portion of the residuary estate qualifying for the marital deduction under the laws then in effect, without apportionment, all estate, inheritance and succession taxes (excluding generation-skipping taxes other than with respect to direct skips), and interest and penalties thereon, due because of my death and attributable to all property whether passing under this Will or otherwise and not required by the terms of the Existing Trust to be paid out of said trust. However, such taxes, penalties and interest payable out of my residuary estate shall not include taxes, penalties and interest attributable to (i) property over which I have a power of appointment granted to me by another person, (ii) qualified terminable interest property held in a trust of which I was the income beneficiary at the time of my death (other than qualified terminable interest property held in a trust for which an election was made under Code Section 2652(a)(3)), and (iii) life insurance proceeds on policies insuring my life which proceeds are not payable to my probate estate. My fiduciary shall not be reimbursed for any such payment from any person or property. However, my fiduciary in its discretion may direct that part or all of said death costs shall be paid by my Trustee as provided in the Existing Trust, and shall give such direction to the extent necessary so that the gifts made in Articles I and II of this Will and the gifts made in any codicil hereto shall not be reduced by said death costs.

5. **Reimbursement for Debts and Expenses**. My fiduciary shall promptly reimburse my friends and members of my family who have disbursed their own funds for the payment of any debts, funeral expenses or costs of administration of my estate.

6. **Expenses of Handling Tangible Personal Property**. All expenses incurred by my fiduciary during the settlement of my estate in appraising, storing, packing, shipping, delivering or insuring an article of tangible personal property passing under this Will shall be charged as an expense of administering my estate.

7. **Dealing with Estate**. Each fiduciary may act under this Will even if interested in my estate in an individual capacity, as a fiduciary of another estate or trust (including any trust identified in this Will or created under the Existing Trust) or in any other capacity. Each fiduciary may in good

faith buy from, sell to, lend funds to or otherwise deal with my estate.

8. **Spouse**. The term "***spouse***" herein means, as to a designated individual, the person to whom that individual is from time to time married.

9. **Other Beneficiary Designations**. Except as otherwise explicitly and with particularity provided herein, (a) no provision of this Will shall revoke or modify any beneficiary designation of mine made by me and not revoked by me prior to my death under any individual retirement account, other retirement plan or account, or annuity or insurance contract, (b) I hereby reaffirm any such beneficiary designation such that any assets held in such account, plan, or contract shall pass in accordance with such designation, and (c) regardless of anything herein to the contrary, any of such assets which would otherwise pass pursuant to this Will due to the beneficiary designation not having met the requirements for a valid testamentary disposition under applicable law or otherwise shall be paid as a gift made hereunder to the persons and in the manner provided in such designation which is incorporated herein by this reference.

[remainder of page intentionally left blank]

I have published and signed this instrument as my Will at Boca Raton, Florida, on the 20 day of May, 2008.

/s/ Simon L. Bernstein
SIMON L. BERNSTEIN

This instrument, consisting of this page numbered 7 and the preceding typewritten pages, was signed, sealed, published and declared by the Testator to be the Testator's Will in our presence, and at the Testator's request and in the Testator's presence, and in the presence of each other, we have subscribed our names as witnesses at Boca Raton, Florida on this 20 day of May, 2008.

/s/ Robert L. Spallina residing at 7387 Wisteria Ave
[Witness Signature] [Witness Address]

Parkland, FL 33076
[Witness Address]

/s/ Diana Banks residing at 23415 Boca Trace Dr
[Witness Signature] [Witness Address]

Boca Raton, FL 33433
[Witness Address]

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State Of Florida

SS.

County Of Palm Beach

I, SIMON L. BERNSTEIN, declare to the officer taking my acknowledgment of this instrument, and to the subscribing witnesses, that I signed this instrument as my will.

/s/ Simon L. Bernstein
SIMON L. BERNSTEIN, Testator

We, Robert Spallina and Diana Banks, have been sworn by the officer signing below, and declare to that officer on our oaths that the Testator declared the instrument to be the Testator's will and signed it in our presence and that we each signed the instrument as a witness in the presence of the Testator and of each other.

/s/ Robert L. Spallina
Witness

/s/ Diana Banks
Witness

Acknowledged and subscribed before me, by the Testator, SIMON L. BERNSTEIN, who is personally known to me or who has produced _____ (*state type of identification*) as identification, and sworn to and subscribed before me by the witnesses, Robert L. Spallina, who is personally known to me or who has produced _____ (*state type of identification*) as identification, and Diana Banks, who is personally known to me or who has produced _____ (*state type of identification*) as identification, and subscribed by me in the presence of SIMON L. BERNSTEIN and the subscribing witnesses, all on this 20 day of May, 2008.

Kimberly Moran
Commission # DD766470
Expires: APR. 28 2012

/s/ Kimberly Moran
Signature - Notary Public-State of Florida

[Seal with Commission Expiration Date]

Print, type or stamp name of Notary Public

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SHIRLEY BERNSTEIN

TRUST AGREEMENT

Prepared by:

Tescher & Spallina, P.A.
2101 Corporate Blvd., Suite 107, Boca Raton, Florida 33431
(561) 998-7847
www.tescherlaw.com

TESCHER & SPALLINA, P.A.

SHIRLEY BERNSTEIN

TRUST AGREEMENT

This Trust Agreement is dated this 20 day of MAY, 2008, and is between SHIRLEY BERNSTEIN, of Palm Beach County, Florida referred to in the first person, as settlor, and SHIRLEY BERNSTEIN, of Palm Beach County, and SHIRLEY BERNSTEIN's successors, as trustee (referred to as the "***Trustee***," which term more particularly refers to all individuals and entities serving as trustee of a trust created hereunder during the time of such service, whether alone or as co-trustees, and whether originally serving or as a successor trustee). Said Trustee acknowledges receipt of the property described in the Attachment to this Agreement, and agrees to hold said property and all additions, in trust, as provided in this Agreement.

ARTICLE I. DURING MY LIFE AND UPON MY DEATH

A. **Rights Reserved**. I reserve the right (a) to add property to this trust during my life or on my death, by my Will or otherwise; (b) to withdraw property held hereunder; and (c) by separate written instrument delivered to the Trustee, to revoke this Agreement in whole or in part and otherwise modify or amend this Agreement. However, after my spouse's death I may not exercise any of said rights with respect to property added by my spouse upon my spouse's death by my spouse's Will or otherwise.

B. **Payments During My Life**. If income producing property is held in the trust during my life, the Trustee shall pay the net income of the trust to me or as I may direct. However, during any periods while I am Disabled, the Trustee shall pay to me or on my behalf such amounts of the net income and principal of the trust as is proper for my Welfare, and also may in its discretion pay to my spouse such amounts of said net income and principal as is proper for his Welfare. Any income not so paid shall be added to principal.

C. **Gifts**. If I am Disabled, I authorize the Trustee to make gifts from trust property during my lifetime for estate planning purposes, or to distribute amounts to my legally appointed guardian or to my attorney-in-fact for those purposes, subject to the following limitations:

1. Recipients. The gifts may be made only to my spouse and my lineal descendants or to trusts primarily for their benefit, and in aggregate annual amounts to any one such recipient that do not exceed the exclusion amount provided for under Code Section 2503(b).

2. Trustee Limited. When a person eligible to receive gifts is serving as Trustee, the aggregate of all gifts to that person during the calendar year allowable under the preceding subparagraph 1. shall thereafter not exceed the greater of Five Thousand Dollars ($5,000), or five percent

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(5%) of the aggregate value of the trust estate. However, gifts completed prior to a recipient's commencing to serve as Trustee shall not be affected by this limitation.

3. Charitable Pledges. The Trustee may pay any charitable pledges I made while I was not Disabled (even if not yet due).

D. Upon My Death. Upon my death the Trustee shall collect and add to the trust all amounts due to the trust under any insurance policy on my life or under any death benefit plan and all property added to the trust by my Will or otherwise. After paying or providing for the payment from the augmented trust of all current charges and any amounts payable under the later paragraph captioned "Death Costs," the Trustee shall hold the trust according to the following provisions.

ARTICLE II. AFTER MY DEATH

A. Disposition of Tangible Personal Property. If any non-business tangible personal property other than cash (including, but not limited to, my personal effects, jewelry, collections, household furnishings, and equipment, and automobiles) is held in the trust at the time of my death, such items shall be promptly distributed by the Trustee of the trust to such person or persons, including my estate, as to the item or items or proportion specified, as I may appoint, and to the extent that any such items are not disposed of by such appointment, such items shall be disposed of by the Trustee of the trust in exactly the same manner as such items would have been disposed of under the terms and provisions of my Will (including any Codicil thereto, or what the Trustee in good faith believes to be such Will and Codicil) had such items been included in my probate estate. Any such items which are not effectively disposed of pursuant to the preceding sentence shall pass with the other trust assets.

B. Specific Cash Devise. The Trustee shall set aside in a separate trust the sum of Two Hundred Thousand ($200,000.00) Dollars for MATTHEW LOGAN, and said separate trust shall be administered as provided in Subparagraph II.F below. If MATTHEW LOGAN does not survive me this devise shall lapse.

C. Marital Deduction Gift. If my spouse survives me:

1. Family Trust. The Trustee shall hold as a separate "***Family Trust***" (i) all property of the trust estate as to which a federal estate tax marital deduction would not be allowed if it were distributed outright to my spouse, and (ii) after giving effect to (i), the largest pecuniary amount which will not result in or increase any federal or state death tax otherwise payable by reason of my death. In determining the pecuniary amount the Trustee shall assume that none of this Family Trust qualifies for a federal estate tax deduction, and shall assume that all of the Marital Trust hereinafter established (including any part thereof disclaimed by my spouse) qualifies for the federal estate tax marital deduction. I recognize that the pecuniary amount may be reduced by certain state death taxes and administration expenses which are not deducted for federal estate tax purposes.

2. Marital Trust. The balance of the trust remaining after the establishment of the Family Trust shall be held as a separate "***Marital Trust***."

3. Disclaimer. Any part of the Marital Trust my spouse disclaims shall be added to the Family Trust. My spouse shall not be deemed to have predeceased me for purposes of such addition. I suggest that my spouse or my spouse's fiduciaries consider an appropriate partial disclaimer to minimize the death taxes due upon both of our deaths.

If my spouse does not survive me, the entire trust shall be held as the Family Trust without regard to the provisions of Subparagraph II.B.1 describing or limiting which assets shall be held thereunder.

D. During Spouse's Life. Commencing with the date of my death the Trustee shall,

1. Marital Trust. Pay to my spouse from the Marital Trust, the net income, and such amounts of principal as is proper for my spouse's Welfare; and

2. Family Trust. Pay to my spouse from the Family Trust, the net income, and such amounts of principal as is proper for my spouse's Welfare. I request (but do not require) that no principal be paid to my spouse from the Family Trust for my spouse's Welfare unless the Marital Trust has been exhausted by use, consumption, distribution, or otherwise or is not reasonably available.

E. Disposition of Trusts Upon Death of Survivor of My Spouse and Me. Upon the death of the survivor of my spouse and me,

1. Limited Power. My spouse (if my spouse survives me) may appoint the Marital Trust and Family Trust (except any part added by disclaimer from the Marital Trust and proceeds of insurance policies on my spouse's life) to or for the benefit of one or more of my lineal descendants and their spouses;

2. Disposition of Balance. Any parts of the Marital Trust and the Family Trust my spouse does not or cannot effectively appoint (including any additions upon my spouse's death), or all of the Family Trust if my spouse did not survive me, shall be divided among and held in separate Trusts for my lineal descendants then living, *per stirpes*. Any assets allocated under this Subparagraph II.D. to my children (as that term is defined under this Trust), shall be distributed to the then serving Trustees of each of their respective Family Trusts, established by my spouse as grantor on even date herewith (the "***Family Trusts***" which term includes any successor trust thereto), to be held and administered as provided under said Trusts. The provisions of the Family Trusts are incorporated herein by reference, and if any of the Family Trusts are not then in existence and it is necessary to accomplish the foregoing dispositions, the current Trustee of this Trust is directed to take such action to establish or reconstitute such applicable trust(s), or if the Trustee is unable to do so, said assets shall be held in separate trusts for such lineal descendants and administered as provided in Subparagraph II.E. below. Each of my lineal descendants for whom a separate Trust is held hereunder shall hereinafter be referred to as a "***beneficiary***," with their separate trusts to be administered as provided in Subparagraph II.E. below.

F. **Trusts for Beneficiaries**. The Trustee shall pay to a beneficiary the net income of such beneficiary's trust. The Trustee shall pay to the beneficiary and the beneficiary's children, such amounts of the principal of such beneficiary's trust as is proper for the Welfare of such individuals. After a beneficiary has reached any one or more of the following birthdays, the beneficiary may withdraw the principal of his or her separate trust at any time or times, not to exceed in the aggregate 1/3 in value after the beneficiary's 25th birthday, 1/2 in value (after deducting any amount previously subject to withdrawal but not actually withdrawn) after the beneficiary's 30th birthday, and the balance after the beneficiary's 35th birthday, provided that the withdrawal powers described in this sentence shall not apply to any child of mine as beneficiary of a separate trust. The value of each trust shall be its value as of the first exercise of each withdrawal right, plus the value of any subsequent addition as of the date of addition. The right of withdrawal shall be a privilege which may be exercised only voluntarily and shall not include an involuntary exercise. If a beneficiary dies with assets remaining in his or her separate trust, upon the beneficiary's death the beneficiary may appoint his or her trust to or for the benefit of one or more of my lineal descendants and their spouses (excluding from said class, however, such beneficiary and such beneficiary's creditors, estate, and creditors of such beneficiary's estate). Any part of his or her trust such beneficiary does not effectively appoint shall upon his or her death be divided among and held in separate Trusts for the following persons:

1. for his or her lineal descendants then living, *per stirpes*; or

2. if he or she leaves no lineal descendant then living, *per stirpes* for the lineal descendants then living of his or her nearest ancestor (among me and my lineal descendants) with a lineal descendant then living who is also a lineal descendant of my spouse.

A trust for a lineal descendant of mine shall be held under this paragraph, or if a trust is then so held, shall be added to such trust.

G. **Termination of Small Trust**. If at any time after the death of the survivor of my spouse and me in the opinion of the Trustee a separate trust holds assets of a value of less than $50,000.00 and is too small to justify the expense of its retention, and termination of such trust is in the best interests of its current income beneficiary, the Trustee in its discretion may terminate such trust and pay it to said beneficiary.

H. **Contingent Gift**. If at any time property of a trust held under this Agreement is not disposed of under the other provisions of this Agreement, it shall be paid, as a gift made hereunder, to such persons and in such shares as such property would be distributed if my spouse and I had each then owned one-half of such property and had each then died solvent, unmarried and intestate domiciled in the State of Florida, according to the laws of inheritance of the State of Florida then in effect.

I. **Protective Provision**. No beneficiary of any trust herein created shall have any right or power to anticipate, transfer, pledge, sell, alienate, assign or encumber in any way his or her interest in the income or principal of such trust. Furthermore, no creditor shall have the right to attach, lien, seize or levy upon the interest of a beneficiary in this trust (other than myself) and such interest shall not be

liable for or subject to the debts, liabilities or obligations of any such beneficiary or any claims against such beneficiary (whether voluntarily or involuntarily created), and the Trustee shall pay directly to or for the use or benefit of such beneficiary all income and principal to which such beneficiary is entitled, notwithstanding that such beneficiary has executed a pledge, assignment, encumbrance or in any other manner alienated or transferred his or her beneficial interest in the trust to another. This paragraph shall not preclude the effective exercise of any power of appointment granted herein or the exercise of any disclaimer.

J. **Maximum Duration**. Regardless of anything in this Agreement to the contrary, no trust interest herein created shall continue beyond three hundred sixty (360) years as provided in F.S. § 689.225(2)(a)(2), nor shall any power of appointment be exercised in such manner so as to delay vesting of any trust beyond such period. Immediately prior to the expiration of such period, all such trusts then in existence shall terminate, and the assets thereof shall be distributed outright and in fee to then beneficiaries of the current income and in the proportions in which such persons are the beneficiaries, and if such proportions cannot be ascertained, then equally among such beneficiaries.

K. **Florida Homestead Possessory Rights**. Notwithstanding anything herein to the contrary, if any portion of any Florida improved residential real estate (excluding commercial multi-unit rental property) is an asset of the Marital Trust, my spouse shall have the exclusive and continuous present right to full use, occupancy and possession of such real estate for life. It is my intention that my spouse's interest in such property shall constitute a "beneficial interest for life" and "equitable title to real estate" as contemplated by Section 196.041(2) of Florida Statutes, as amended from time to time or any corresponding provision of law.

ARTICLE III. GENERAL

A. **Disability**. Subject to the following Subparagraph captioned "Subchapter S Stock," while any beneficiary (other than my spouse as beneficiary of the Marital Trust) is Disabled, the Trustee shall pay to him or her only such portion of the income to which he or she is otherwise entitled as is proper for his or her Welfare, and any income not so paid shall be added to the principal from which derived. While any beneficiary is Disabled, income or principal payable to him or her may, in the discretion of the Trustee, be paid directly to him or her, without the intervention of a guardian, directly to his or her creditors or others for his or her sole benefit or to an adult person or an eligible institution (including the Trustee) selected by the Trustee as custodian for a minor beneficiary under the Uniform Transfers to Minors Act or similar law. The receipt of such payee is a complete release to the Trustee.

B. **Timing of Income Distributions**. The Trustee shall make required payments of income at least quarterly.

C. **Substance Abuse**.

1. In General. If the Trustee reasonably believes that a beneficiary (other than myself) of any trust:

a. routinely or frequently uses or consumes any illegal substance so as to be physically or psychologically dependent upon that substance, or

b. is clinically dependent upon the use or consumption of alcohol or any other legal drug or chemical substance that is not prescribed by a board certified medical doctor or psychiatrist in a current program of treatment supervised by such doctor or psychiatrist,

and if the Trustee reasonably believes that as a result the beneficiary is unable to care for himself or herself, or is unable to manage his or her financial affairs, all mandatory distributions (including distributions upon termination of the trust) to the beneficiary, all of the beneficiary's withdrawal rights, and all of the beneficiary's rights to participate in decisions concerning the removal and appointment of Trustees will be suspended (excluding, however, mandatory income rights under the Marital Trust). In that event, the following provisions of this Subparagraph III.C will apply.

2. Testing. The Trustee may request the beneficiary to submit to one or more examinations (including laboratory tests of bodily fluids) determined to be appropriate by a board certified medical doctor and to consent to full disclosure to the Trustee of the results of all such examinations. The Trustee shall maintain strict confidentiality of those results and shall not disclose those results to any person other than the beneficiary without the prior written permission of the beneficiary. The Trustee may totally or partially suspend all distributions otherwise required or permitted to be made to that beneficiary until the beneficiary consents to the examination and disclosure to the Trustee.

3. Treatment. If, in the opinion of the examining doctor, the examination indicates current or recent use of a drug or substance as described above, the examining doctor will determine an appropriate method of treatment for the beneficiary (for example, counseling or treatment on an in-patient basis in a rehabilitation facility) that is acceptable to the Trustee. If the beneficiary consents to the treatment, the Trustee shall pay the costs of treatment directly to the provider of those services from the distributions suspended under this Subparagraph III.C.

4. Resumption of Distributions. The Trustee may resume other distributions to the beneficiary (and the beneficiary's other suspended rights will be restored) when, in the case of use or consumption of an illegal substance, examinations indicate no such use for 12 months and, in all cases, when the Trustee in its discretion determines that the beneficiary is able to care for himself or herself and is able to manage his or her financial affairs.

5. Disposition of Suspended Amounts. When other distributions to the beneficiary are resumed, the remaining balance, if any, of distributions that were suspended may be distributed to the beneficiary at that time. If the beneficiary dies before distribution of those suspended amounts, the Trustee shall distribute the balance of the suspended amounts to the persons who would be the alternate

takers of that beneficiary's share (or takers through the exercise of a power of appointment) as otherwise provided in this Trust Agreement.

6. Exoneration. No Trustee (or any doctor retained by the Trustee) will be responsible or liable to anyone for a beneficiary's actions or welfare. The Trustee has no duty to inquire whether a beneficiary uses drugs or other substances as described in this Subparagraph III.C. The Trustee (and any doctor retained by the Trustee) is to be indemnified from the trust estate and held harmless from any liability of any nature in exercising its judgment and authority under this Subparagraph III.C, including any failure to request a beneficiary to submit to medical examination, and including a decision to distribute suspended amounts to a beneficiary.

7. Tax Savings Provision. Despite the provisions of this Subparagraph III.C, the Trustee cannot suspend any mandatory distributions or withdrawal rights that are required for that trust to become or remain a Qualified Subchapter S Trust (unless the Trustee elects for the trust to be an Electing Small Business Trust), or to qualify for any federal transfer tax exemption, deduction, or exclusion allowable with respect to that trust.

D. Income on Death of Beneficiary. Subject to the later paragraph captioned "Subchapter S Stock," and except as otherwise explicitly provided herein, upon the death of any beneficiary, all accrued or undistributed income of such deceased beneficiary's trust shall pass with the principal of his or her trust but shall remain income for trust accounting purposes.

E. Definitions. In this Agreement,

1. Children, Lineal Descendants. The terms "***child,***" "***children***" and "***lineal descendant***" mean only persons whose relationship to the ancestor designated is created entirely by or through (a) legitimate births occurring during the marriage of the joint biological parents to each other, (b) children and their lineal descendants arising from surrogate births and/or third party donors when (i) the child is raised from or near the time of birth by a married couple (other than a same sex married couple) through the pendency of such marriage, (ii) one of such couple is the designated ancestor, and (iii) to the best knowledge of the Trustee both members of such couple participated in the decision to have such child, and (c) lawful adoptions of minors under the age of twelve years. No such child or lineal descendant loses his or her status as such through adoption by another person. Notwithstanding the foregoing, as I have adequately provided for them during my lifetime, for purposes of the dispositions made under this Trust, my children, TED S. BERNSTEIN ("***TED***") and PAMELA B. SIMON ("***PAM***"), and their respective lineal descendants shall be deemed to have predeceased the survivor of my spouse and me, provided, however, if my children, ELIOT BERNSTEIN, JILL IANTONI and LISA S. FRIEDSTEIN, and their lineal descendants all predecease the survivor of my spouse and me, then TED and PAM, and their respective lineal descendants shall not be deemed to have predeceased me and shall be eligible beneficiaries for purposes of the dispositions made hereunder.

2. Code. "***Code***" means the Internal Revenue Code of 1986, as amended, and in referring to any particular provision of the Code, includes a reference to any equivalent or successor provision of a successor federal tax law.

3. Disabled. "***Disabled***" or being under "***Disability***" means, as to any applicable individual: (1) being under the age of 21 years, (2) having been adjudicated by a court of competent jurisdiction as mentally or physically incompetent or unable to manage his or her own property or personal affairs (or a substantially similar finding under applicable state or national law), or (3) being unable to properly manage his or her personal or financial affairs, or a trust estate hereunder as to a Trustee hereunder, because of a mental or physical impairment (whether temporary or permanent in nature). A written certificate executed by an individual's attending physician or attending psychiatrist confirming that person's impairment will be sufficient evidence of Disability under item (3) above, and all persons may rely conclusively on such a certificate.

4. Education. The term "***education***" herein means vocational, primary, secondary, preparatory, theological, college and professional education, including post-graduate courses of study, at educational institutions or elsewhere, and expenses relating directly thereto, including tuition, books and supplies, room and board, and travel from and to home during school vacations. It is intended that the Trustee liberally construe and interpret references to "education," so that the beneficiaries entitled to distributions hereunder for education obtain the best possible education commensurate with their abilities and desires.

5. My Spouse. "***My spouse***" is SIMON L. BERNSTEIN ("***SIMON***").

6. Needs and Welfare Distributions. Payments to be made for a person's ***"Needs"*** means payments for such person's support, health (including lifetime residential or nursing home care), maintenance and education. Payments to be made for a person's ***"Welfare"*** means payments for such person's Needs, and as the Trustee determines in its sole discretion also for such person's advancement in life (including assistance in the purchase of a home or establishment or development of any business or professional enterprise which the Trustee believes to be reasonably sound), happiness and general well-being. However, the Trustee, based upon information reasonably available to it, shall make such payments for a person's Needs or Welfare only to the extent such person's income, and funds available from others obligated to supply funds for such purposes (including, without limitation, pursuant to child support orders and agreements), are insufficient in its opinion for such purposes, and shall take into account such person's accustomed manner of living, age, health, marital status and any other factor it considers important. Income or principal to be paid for a person's Needs or Welfare may be paid to such individual or applied by the Trustee directly for the benefit of such person. The Trustee may make a distribution or application authorized for a person's Needs or Welfare even if such distribution or application substantially depletes or exhausts such person's trust, without any duty upon the Trustee to retain it for future use or for other persons who might otherwise benefit from such trust.

7. Per Stirpes. In a division "***per stirpes***" each generation shall be represented and counted whether or not it has a living member.

8. Related or Subordinate Party. A "***Related or Subordinate Party***" to a trust describes a beneficiary of the subject trust or a related or subordinate party to a beneficiary of the trust as the terms "related or subordinate party" are defined under Code Section 672(c).

9. Spouse. A person's "***spouse***" includes only a spouse then married to and living as husband and wife with him or her, or a spouse who was married to and living as husband and wife with him or her at his or her death. The following rules apply to each person who is a beneficiary or a permissible appointee under this Trust Agreement and who is married to a descendant of mine. Such a person will cease to be a beneficiary and will be excluded from the class of permissible appointees upon:

a. the legal termination of the marriage to my descendant (whether before or after my death), or

b. the death of my descendant if a dissolution of marriage proceeding was pending when he or she died.

10. Gender, Number. Where appropriate, words of any gender include all genders and the singular and plural are interchangeable.

F. Powers of Appointment. Property subject to a power of appointment shall be paid to, or retained by the Trustee or paid to any trustee under any will or trust agreement for the benefit of, such one or more permissible appointees, in such amounts and proportions, granting such interests, powers and powers of appointment, and upon such conditions including spendthrift provisions as the holder of such power (i) in the case of a power exercisable upon the death of such holder, appoints in his or her will or in a trust agreement revocable by him or her until his or her death, or (ii) in the case of a power exercisable during the life of such holder, appoints in a written instrument signed by such holder, two witnesses and a notary public, but in either case only if such will, trust agreement, or instrument specifically refers to such power.

G. Limitations on Powers of Trustee. Regardless of anything herein to the contrary, no Trustee shall make or participate in making any distribution of income or principal of a trust to or for the benefit of a beneficiary which would directly or indirectly discharge any legal obligation of such Trustee or a donor of such trust (as an individual, and other than myself as donor) to support such beneficiary; and no Trustee (other than myself and other than my spouse as Trustee of the Marital Trust) shall make or participate in making any discretionary distribution of income or principal to or for the benefit of himself or herself other than for his or her Needs, including by reason of a determination to terminate a trust described herein. For example, if a Trustee (other than myself and other than my spouse as Trustee of the Marital Trust) has the power to distribute income or principal to himself or herself for his or her own Welfare, such Trustee (the "restricted Trustee") shall only have the power to make or participate in making a distribution of income or principal to the restricted Trustee for the restricted Trustee's Needs, although any co-Trustee who is not also a restricted Trustee may make or participate in making a distribution of income or principal to the restricted Trustee for such restricted Trustee's Welfare without the participation or consent of said restricted Trustee.

H. **Presumption of Survivorship**. If my spouse and I die under circumstances which make it difficult or impracticable to determine which one of us survived the other, I direct that my spouse shall be deemed to have survived me for purposes of this Agreement (except in regard to any property passing hereunder that became part of this trust solely by reason of passage to my probate estate or this trust from the probate estate of or a revocable trust established by my spouse in which case the opposite presumption shall apply), notwithstanding any provisions of law which provide for a contrary presumption. If any person other than my spouse shall be required to survive another person in order to take any interest under this Agreement, the former person shall be deemed to have predeceased the latter person, if such persons die under circumstances which make it difficult or impracticable to determine which one died first.

I. **Governing Law**. This Agreement is governed by the law of the State of Florida.

J. **Other Beneficiary Designations**. Except as otherwise explicitly and with particularity provided herein, (a) no provision of this trust shall revoke or modify any beneficiary designation of mine made by me and not revoked by me prior to my death under any individual retirement account, other retirement plan or account, or annuity or insurance contract, (b) I hereby reaffirm any such beneficiary designation such that any assets held in such account, plan, or contract shall pass in accordance with such designation, and (c) regardless of anything herein to the contrary, any of such assets which would otherwise pass pursuant to this trust due to the beneficiary designation not having met the requirements for a valid testamentary disposition under applicable law or otherwise shall be paid as a gift made hereunder to the persons and in the manner provided in such designation which is incorporated herein by this reference.

K. **Mandatory Notice Required by Florida Law.** The trustee of a trust may have duties and responsibilities in addition to those described in the instrument creating the trust. If you have questions, you should obtain legal advice.

L. **Release of Medical Information.**

1. Disability of Beneficiary. Upon the written request of a Trustee (with or without the concurrence of co-Trustees) issued to any current income or principal beneficiary (including discretionary beneficiaries) for whom a determination of Disability is relevant to the administration of a trust hereunder and for whom a Trustee (with or without the concurrence of co-Trustees) desires to make such a determination, such beneficiary shall issue to all Trustees (who shall be identified thereon both by name to the extent known and by class description) a valid authorization under the Health Insurance Portability and Accountability Act of 1996 and any other applicable or successor law authorizing all health care providers and all medical sources of such requested beneficiary to release protected health information of the requested beneficiary to all Trustees that is relevant to the determination of the Disability of the requested beneficiary as Disability is defined hereunder. The period of each such valid authorization shall be for six months (or the earlier death of the requested beneficiary). If such beneficiary (or his or her legal representative if such beneficiary is a minor or legally disabled) refuses within thirty days of receipt of the request to provide a valid authorization, or

at any time revokes an authorization within its term, the Trustee shall treat such beneficiary as Disabled hereunder until such valid authorization is delivered.

2. Disability of Trustee. Upon the request to a Trustee that is an individual by (a) a co-Trustee, or if none, (b) the person or entity next designated to serve as a successor Trustee not under legal incapacity, or if none, (c) any adult current income or principal beneficiary not under legal incapacity, or in any event and at any time (d) a court of competent jurisdiction, such Trustee shall issue to such person and all persons, courts of competent jurisdiction, and entities (who shall be identified thereon both by name to the extent known and by class description), with authority hereunder to determine such requested Trustee's Disability, a valid authorization under the Health Insurance Portability and Accountability Act of 1996 and any other applicable or successor law authorizing all health care providers and all medical sources of such requested Trustee to release protected health information of the requested Trustee to such persons, courts and entities, that is relevant to the determination of the Disability of the requested Trustee as Disability is defined hereunder. The period of each such valid authorization shall be for six months (or the earlier death or resignation of the requested Trustee). If such requested Trustee refuses within thirty days of receipt of the request to deliver a valid authorization, or at any time revokes an authorization within its term, such requested Trustee shall thereupon be treated as having resigned as Trustee hereunder.

3. Authorization to Issue Certificate. All required authorizations under this paragraph shall include the power of a physician or psychiatrist to issue a written certificate to the appropriate persons or entities as provided in Subparagraph III.E.3 hereof.

ARTICLE IV. FIDUCIARIES

A. Powers of the Trustee. During my life except while I am Disabled, the Trustee shall exercise all powers provided by law and the following powers, other than the power to retain assets, only with my written approval. While I am Disabled and after my death, the Trustee shall exercise said powers without approval, provided that the Trustee shall exercise all powers in a fiduciary capacity.

1. Investments. To sell or exchange at public or private sale and on credit or otherwise, with or without security, and to lease for any term or perpetually, any property, real and personal, at any time forming a part of the trust estate (the "***estate***"); to grant and exercise options to buy or sell; to invest or reinvest in real or personal property of every kind, description and location; and to receive and retain any such property whether originally a part of any trust herein created or subsequently acquired, even if the Trustee is personally interested in such property, and without liability for any decline in the value thereof; all without limitation by any statutes or judicial decisions whenever enacted or announced, regulating investments or requiring diversification of investments, it being my intention to give the broadest investment powers and discretion to the Trustee. Any bank, trust company, or other corporate trustee serving hereunder as Trustee is authorized to invest in its own common trust funds.

2. Special Investments. The Trustee is expressly authorized (but not directed) to retain, make, hold, and dispose of investments not regarded as traditional for trusts, including interests or investments in privately held business and investment entities and enterprises, including without limitation stock in closely held corporations, limited partnership interests, joint venture interests, mutual funds, business trust interests, and limited liability company membership interests, notwithstanding (a) any applicable prudent investor rule or variation thereof, (b) common law or statutory diversification requirements (it being my intent that no such duty to diversify shall exist) (c) a lack of current cash flow therefrom, (d) the presence of any risk or speculative elements as compared to other available investments (it being my intent that the Trustee have sole and absolute discretion in determining what constitutes acceptable risk and what constitutes proper investment strategy), (e) lack of a reasonable rate of return, (f) risks to the preservation of principal, (g) violation of a Trustee's duty of impartiality as to different beneficiaries (it being my intent that no such duty exists for this purpose), and (h) similar limitations on investment under this Agreement or under law pertaining to investments that may or should be made by a Trustee (including without limitation the provisions of Fla.Stats. §518.11 and successor provisions thereto that would characterize such investmentsas forbidden, imprudent, improper or unlawful). The Trustee shall not be responsible to any trust created hereunder or the beneficiaries thereof for any loss resulting from any such authorized investment, including without limitation loss engendered by the higher risk element of that particular entity, investment, or enterprise, the failure to invest in more conservative investments, the failure to diversify trust assets, the prudent investor rule or variant thereof. Notwithstanding any provisions for distributions to beneficiaries hereunder, if the Trustee determines that the future potential investment return from any illiquid or closely held investment asset warrants the retention of that investment asset or that sufficient value could not be obtained from the sale or other disposition of an illiquid or closely held investment asset, the Trustee is authorized to retain that asset and if necessary reduce the distributions to beneficiaries due to lack of sufficient liquid or marketable assets. However, the preceding provisions of this Subparagraph shall not be exercised in a manner as to jeopardize the availability of the estate tax marital deduction for assets passing to or held in the a trust for my surviving spouse or that would otherwise qualify for the estate tax marital deduction but for such provisions, shall not override any express powers hereunder of my surviving spouse to demand conversion of unproductive property to productive property, or reduce any income distributions otherwise required hereunder for a trust held for the benefit of my surviving spouse or a "qualified subchapter S trust" as that term is defined in Code Section 1361(d)(3).

3. Distributions. To make any division or distribution pro rata or non-pro rata, in cash or in kind, and to allocate undivided interests in property and dissimilar property (without regard to its tax basis) to different shares.

4. Management. To manage, develop, improve, partition or change the character of an asset or interest in property at any time; and to make ordinary and extraordinary repairs, replacements, alterations and improvements, structural or otherwise.

5. Borrowing. To borrow money from anyone on commercially reasonable terms, including entities owned in whole or in part by the trust, a Trustee, beneficiaries and other persons who may have a direct or indirect interest in a Trust; and to mortgage, margin, encumber and pledge real and

personal property of a trust as security for the payment thereof, without incurring any personal liability thereon and to do so for a term within or extending beyond the terms of the trust and to renew, modify or extend existing borrowing on similar or different terms and with the same or different security without incurring any personal liability; and such borrowing from a Trustee may be with or without interest, and may be secured with a lien on trust assets.

6. Lending. To extend, modify or waive the terms of any obligation, bond or mortgage at any time forming a part of a trust and to foreclose any such mortgage; accept a conveyance of encumbered property, and take title to the property securing it by deed in lieu of foreclosure or otherwise and to satisfy or not satisfy the indebtedness securing said property; to protect or redeem any such property from forfeiture for nonpayment of taxes or other lien; generally, to exercise as to such bond, obligation or mortgage all powers that an absolute owner might exercise; and to loan funds to beneficiaries at commercially reasonable rates, terms and conditions.

7. Abandonment of Property. To abandon any property or asset when it is valueless or so encumbered or in such condition that it is of no benefit to a trust. To abstain from the payment of taxes, liens, rents, assessments, or repairs on such property and/or permit such property to be lost by tax sale, foreclosure or other proceeding or by conveyance for nominal or no consideration to anyone including a charity or by escheat to a state; all without personal liability incurred therefor.

8. Real Property Matters. To subdivide, develop or partition real estate; to purchase or sell real property and to enter into contracts to do the same; to dedicate the same to public use; to make or obtain the location of any plats; to adjust boundaries; to adjust differences in valuations on exchange or partition by giving or receiving consideration; and, to grant easements with or without consideration as the fiduciaries may determine; and to demolish any building, structures, walls and improvements, or to erect new buildings, structures, walls and improvements and to insure against fire and other risks; and to protect and conserve, or to lease, or to encumber, or otherwise to manage and dispose of real property to the extent such power is not otherwise granted herein or otherwise restricted herein.

9. Claims. To enforce, compromise, adjust, arbitrate, release or otherwise settle or pay any claims or demands by or against a trust.

10. Business Entities. To deal with any business entity or enterprise even if a Trustee is or may be a fiduciary of or own interests in said business entity or enterprise, whether operated in the form of a corporation, partnership, business trust, limited liability company, joint venture, sole proprietorship, or other form (all of which business entities and enterprises are referred to herein as "***Business Entities***"). I vest the Trustee with the following powers and authority in regard to Business Entities:

a. To retain and continue to operate a Business Entity for such period as the Trustee deems advisable;

b. To control, direct and manage the Business Entities. In this connection, the Trustee, in its sole discretion, shall determine the manner and extent of its active participation in the operation and may delegate all or any part of its power to supervise and operate to such person or persons as the Trustee may select, including any associate, partner, officer or employee of the Business Entity;

c. To hire and discharge officers and employees, fix their compensation and define their duties; and similarly to employ, compensate and discharge agents, attorneys, consultants, accountants, and such other representatives as the Trustee may deem appropriate; including the right to employ any beneficiary or fiduciary in any of the foregoing capacities;

d. To invest funds in the Business Entities, to pledge other assets of a trust as security for loans made to the Business Entities, and to lend funds from a trust to the Business Entities;

e. To organize one or more Business Entities under the laws of this or any other state or country and to transfer thereto all or any part of the Business Entities or other property of a trust, and to receive in exchange such stocks, bonds, partnership and member interests, and such other securities or interests as the Trustee may deem advisable;

f. To treat Business Entities as separate from a trust. In a Trustee's accounting to any beneficiary, the Trustee shall only be required to report the earnings and condition of the Business Entities in accordance with standard business accounting practice;

g. To retain in Business Entities such net earnings for working capital and other purposes of the Business Entities as the Trustee may deem advisable in conformity with sound business practice;

h. To sell or liquidate all or any part of the Business Entities at such time and price and upon such terms and conditions (including credit) as the Trustee may determine. My Trustee is specifically authorised and empowered to make such sale to any person, including any partner, officer, or employee of the Business Entities, a fiduciary, or to any beneficiary; and

i. To guaranty the obligations of the Business Entities, or pledge assets of a trust to secure such a guaranty.

11. Principal and Income. To allocate items of income or expense between income and principal as permitted or provided by the laws of the State of Florida but without limiting the availability of the estate tax marital deduction, provided that the Trustee shall not be required to provide a rate of return on unproductive property unless otherwise provided in this instrument.

12. Life Insurance. With respect to any life insurance policies constituting an asset of a trust, to pay premiums; to apply dividends in reduction of such premiums; to borrow against the cash values thereof; to convert such policies into other forms of insurance, including paid-up insurance; to

exercise any settlement options provided in any such policies; to receive the proceeds of any policy upon its maturity and to administer such proceeds as a part of the principal of the Trust; and in general, to exercise all other options, benefits, rights and privileges under such policies.

13. Continuing Power. To continue to have or exercise, after the termination of a trust, in whole or in part, and until final distribution thereof, all title, power, discretions, rights and duties conferred or imposed upon the Trustee by law or by this Agreement or during the existence of the trust.

14. Exoneration. To provide for the exoneration of the Trustee from any personal liability on account of any arrangement or contract entered into in a fiduciary capacity.

15. Agreements. To comply with, amend, modify or rescind any agreement made during my lifetime, including those regarding the disposition, management or continuation of any closely held unincorporated business, corporation, partnership or joint venture, and including the power to complete contracts to purchase and sell real estate.

16. Voting. To vote and give proxies, with power of substitution to vote, stocks, bonds and other securities, or not to vote a security.

17. Combination of Shares. To hold the several shares of a trust or several Trusts as a common fund, dividing the income proportionately among them, to assign undivided interests to the several shares or Trusts, and to make joint investments of the funds belonging to them. For such purposes and insofar as may be practicable, the Trustee, to the extent that division of the trust estate is directed hereby, may administer the trust estate physically undivided until actual division thereof becomes necessary to make distributions. The Trustee may hold, manage, invest and account for whole or fractional trust shares as a single estate, making the division thereof by appropriate entries in the books of account only, and may allocate to each whole or fractional trust share its proportionate part of all receipts and expenses; provided, however, this carrying of several Trusts as a single estate shall not defer the vesting in possession of any whole or fractional share of a trust for the beneficiaries thereof at the times specified herein.

18. Reimbursement. To reimburse itself from a trust for reasonable expenses incurred in the administration thereof.

19. Reliance Upon Communication. To rely, in acting under a trust, upon any letter, notice, certificate, report, statement, document or other paper, or upon any telephone, telegraph, cable, wireless or radio message, if believed by the Trustee to be genuine, and to be signed, sealed, acknowledged, presented, sent, delivered or given by or on behalf of the proper person, firm or corporation, without incurring liability for any action or inaction based thereon.

20. Assumptions. To assume, in the absence of written notice to the contrary from the person or persons concerned, that a fact or an event, by reason of which an interest or estate under

a trust shall commence or terminate, does not exist or has not occurred, without incurring liability for any action or inaction based upon such assumption.

21. Service as Custodian. To serve as successor custodian for any beneficiary of any gifts that I may have made under any Transfer to Minors Act, if at the time of my death no custodian is named in the instrument creating the gift.

22. Removal of Assets. The Trustee may remove from the domiciliary state during the entire duration of a trust or for such lesser period as it may deem advisable, any cash, securities or other property at any time in its hands whether principal or not, and to take and keep the same outside the domiciliary state and at such place or places within or outside the borders of the United States as it may determine, without in any event being chargeable for any loss or depreciation to the trust which may result therefrom.

23. Change of Situs. The situs and/or applicable law of any trust created hereunder may be transferred to such other place as the Trustee may deem to be for the best interests of the trust estate. In so doing, the Trustee may resign and appoint a successor Trustee, but may remove such successor Trustee so appointed and appoint others. Each successor Trustee may delegate any and all fiduciary powers, discretionary and ministerial, to the appointing Trustee as its agent.

24. Fiduciary Outside Domiciliary State. In the event the Trustee shall not be able and willing to act as Trustee with respect to any property located outside the domiciliary state, the Trustee, without order of court, may appoint another individual or corporation (including any employee or agent of any appointing Trustee) to act as Trustee with respect to such property. Such appointed Trustee shall have all of the powers and discretions with respect to such property as are herein given to the appointing Trustee with respect to the remaining trust assets. The appointing Trustee may remove such appointed Trustee and appoint another upon ten (10) days notice in writing. All income from such property, and if such property is sold, exchanged or otherwise disposed of, the proceeds thereof, shall be remitted to the appointing Trustee, to be held and administered by it as Trustee hereunder. Such appointed Trustee may employ the appointing Trustee as agent in the administration of such property. No surety shall be required on the bond of the Trustee or agent acting under the provisions of this paragraph. No periodic court accounting shall be required of such appointed Trustee, it being my intention to excuse any statutory accounting which may ordinarily be required.

25. Selection of Assets for Marital Trust. The Trustee shall have sole discretion to determine which assets shall be allocated to the Marital Trust; provided, if possible no assets or the proceeds of any assets which do not qualify for the federal estate tax marital deduction shall be allocated to the Marital Trust. To the extent that other assets qualifying for the marital deduction are available, the Trustee shall not allocate to the Marital Trust any assets with respect to which a credit for foreign taxes paid is allowable under the Code, nor any policy of insurance on the life of my spouse. Any allocation of assets among the Family Trust and the Marital Trust shall, with respect to each such trust, be comprised of assets having an aggregate market value at the time of such allocation fairly representative of the net appreciation or depreciation in the value of the property available for such

allocation between the date of valuation for federal estate tax purposes and the date or dates of said allocation and selection.

26. Additions. To receive and accept additions to the Trusts in cash or in kind from donors, executors, administrators, Trustee or attorneys in fact, including additions of my property by the Trustee or others as my attorneys in fact.

27. Title and Possession. To have title to and possession of all real or personal property held in the Trusts, and to register or hold title to such property in its own name or in the name of its nominee, without disclosing its fiduciary capacity, or in bearer form.

28. Dealing with Estates. To use principal of the Trusts to make loans to my estate, with or without interest, and to make purchases from my estate or my spouse's estate.

29. Agents. To employ persons, including attorneys, auditors, investment advisers, and agents, even if they are the Trustee or associated with the Trustee, to advise or assist the Trustee in the performance of its administrative duties and to pay compensation and costs incurred in connection with such employment from the assets of the Trust; to act without independent investigation upon their recommendations; and, instead of acting personally, to employ one or more agents to perform any act of administration, whether or not discretionary.

30. Tax Elections. To file tax returns, and to exercise all tax-related elections and options at its discretion, without compensating adjustments or reimbursements between any of the Trusts or any of the trust accounts or any beneficiaries.

B. Resignation. A Trustee may resign with or without cause, by giving no less than 30 days advance written notice, specifying the effective date of such resignation, to its successor Trustee and to the persons required and in the manner provided under Fla.Stats. §§736.0705(1)(a) and 736.0109. As to any required recipient, deficiencies in fulfilling the foregoing resignation requirements may be waived in a writing signed by such recipient. Upon the resignation of a Trustee, such Trustee shall be entitled to reimbursement from the trust for all reasonable expenses incurred in the settlement of accounts and in the transfer of assets to his or her successor.

C. Appointment of Successor Trustee.

1. Appointment. Upon a Trustee's resignation, or if a Trustee becomes Disabled or for any reason ceases to serve as Trustee, I may appoint any person or persons as successor Trustee, and in default of such appointment by me, SIMON and TED, one at a time and successively in that order, shall serve as successor Trustee. Notwithstanding the foregoing, if a named Trustee is not a U.S. citizen or resident at the time of commencement of his term as Trustee, such Trustee should give due consideration to declining to serve to avoid potential adverse U.S. income tax consequences by reason of the characterization of a trust hereunder as a foreign trust under the Code, but shall not be construed to have any duty to so decline if such Trustee desires to serve.

2. Specific Trusts. Notwithstanding the preceding provisions of this Subparagraph IV.C, subsequent to my death I specifically appoint the following person or persons as Trustee of the following Trusts under the following described circumstances:

a. Trustee of the Marital Trust. SIMON and TED, one at a time and successively in that order, shall serve as Trustee of the Marital Trust. While serving as Trustee, my spouse may designate a co-Trustee to serve with my spouse and my spouse may remove and/or replace such co-Trustee from time to time.

b. Trustee of the Family Trust. SIMON and TED, one at a time and successively in that order, shall serve as Trustee of the Family Trust. While serving as Trustee, my spouse may designate a co-Trustee that is not a Related or Subordinate Party to serve with my spouse and my spouse may remove and/or replace such co-Trustee with another that is not a Related or Subordinate Party from time to time.

c. Trustee of Separate Trusts for My Children. Each child of mine shall serve as sole Trustee of his or her separate trust. While serving alone as Trustee, a child of mine may designate a co-Trustee that is not a Related or Subordinate Party to serve with such child and such child may remove and/or replace such co-Trustee with another that is not a Related or Subordinate Party from time to time.

d. Trustee of Separate Trusts for My Lineal Descendants Other Than My Children. In regard to a separate trust held for a lineal descendant of mine other than a child of mine which lineal descendant is the sole current mandatory or discretionary income beneficiary, each such lineal descendant shall serve as co-Trustee, or sole Trustee if the preceding described Trustees cease or are unable to serve or to continue to serve, of his or her separate trust upon reaching age twenty-five (25) years.

e. Trustee of Separate Trust for MATTHEW LOGAN. In regard to a separate trust held MATTHEW LOGAN, his mother, DEBORAH BERNSTEIN ("***DEBORAH***"), shall serve as Trustee until MATTHEW attains age 25 years, at which time he shall serve as a co-Trustee with DEBORAH of such separate trust.

3. Successor Trustees Not Provided For. Whenever a successor Trustee or co-Trustee is required and no successor or other functioning mechanism for succession is provided for under the terms of this Trust Agreement, the last serving Trustee or the last person or entity designated to serve as Trustee of the applicable trust may appoint his or her successor, and if none is so appointed, the following persons shall appoint a successor Trustee (who may be one of the persons making the appointment):

a. The remaining Trustees, if any; otherwise,

b. A majority of the permissible current mandatory or discretionary income beneficiaries, including the natural or legal guardians of any beneficiaries who are Disabled.

A successor Trustee appointed under this subparagraph shall not be a Related or Subordinate Party of the trust. The appointment will be by a written document executed by such person in the presence of two witnesses and acknowledged before a notary public delivered to the appointed Trustee and to me if I am living and not Disabled or in a valid last Will. Notwithstanding the foregoing, a designation under this Subparagraph of a successor trustee to a corporate or entity trustee shall be limited to a corporate or entity trustee authorized to serve as such under Florida law with assets under trust management of no less than one billion dollars.

4. Power to Remove Trustee. Subsequent to my death, the age 25 or older permissible current mandatory or discretionary income beneficiaries from time to time of any trust established hereunder shall have the power to unanimously remove a Trustee of such trust at any time with or without cause, with the successor Trustee to be determined in accordance with the foregoing provisions.

D. Method of Appointment of Trustee. Any such appointment of a successor Trustee by a person shall be made in a written instrument executed by such person in the presence of two witnesses and acknowledged before a notary public which is delivered to such appointed Trustee during the lifetime of the person making such appointment, or any such appointment of a successor Trustee by a person may be made under the last Will of such person.

E. Limitations on Removal and Replacement Power. Any power to remove and/or replace a trustee hereunder that is granted to an individual (including such power when reserved to me) is personal to that individual and may not be exercised by a guardian, power of attorney holder, or other legal representative or agent.

F. Successor Fiduciaries. No Trustee is responsible for, nor has any duty to inquire into, the administration, acts or omissions of any executor, administrator, Personal Representative, or trustee or attorney-in-fact adding property to these Trusts, or of any predecessor Trustee. Each successor Trustee has all the powers, privileges, immunities, rights and title (without the execution of any instrument of transfer or any other act by any retiring Trustee) and all the duties of all predecessors.

G. Liability and Indemnification of Trustee.

1. Liability in General. No individual Trustee (that is, a Trustee that is not a corporation or other entity) shall be liable for any of his or her actions or failures to act as Trustee, even if the individual Trustee is found by a court to have been negligent or in breach of fiduciary duty, except for liability caused by his or her actions or failures to act done in bad faith or with reckless indifference to the purposes of the trust or the interests of the beneficiaries. Each Trustee that is a corporation or other entity will be liable for its actions or failures to act that are negligent or that breach its fiduciary duty, without contribution by any individual Trustee.

2. Indemnification of Trustee. Except in regard to liabilities imposed on a Trustee under Subparagraph IV.G.1, each Trustee shall be held harmless and indemnified from the assets of the trust for any liability, damages, attorney's fees, expenses, and costs incurred as a result of its service as Trustee. A Trustee who ceases to serve for any reason will be entitled to receive reasonable security from the assets of the trust to protect it from liability, and may enforce these provisions for indemnification against the current Trustee or against any assets held in the trust, or if the former Trustee is an individual and not a corporation or other entity, against any beneficiary to the extent of distributions received by that beneficiary. This indemnification right extends to the estate, personal representatives, legal successors and assigns of a Trustee.

3. Indemnification of Trustee - Additional Provisions. I recognize that if a beneficiary accuses a Trustee of wrongdoing or breach of fiduciary duty, the Trustee may have a conflict of interest that ordinarily would prevent it from paying legal fees and costs from the trust estate to defend itself. I do not want to put a financial burden on any individual named to serve as a Trustee. Just as important, I do not want an individual who has been selected to serve as a Trustee to be reluctant to accept the position, or while serving to be intimidated in the performance of the Trustee's duties because of the threats of lawsuits that might force the Trustee to pay fees and costs from the Trustee's personal resources. For this reason, I deliberately and intentionally waive any such conflict of interest with respect to any individual serving as Trustee so that he or she can hire counsel to defend himself or herself against allegations of wrongdoing or if sued for any reason (whether by a beneficiary or by someone else) and pay all fees and costs for his or her defense from the trust estate until the dispute is resolved. I understand and agree that a court may award, disallow or allocate fees and costs in whole or in part after the dispute is resolved, as provided by law. The Trustee will account for all such fees and costs paid by it as provided by law. This provision shall not apply to any Trustee that is a corporation or other entity.

H. Compensation, Bond. Each Trustee is entitled to be paid reasonable compensation for services rendered in the administration of the trust. Reasonable compensation for a non-individual Trustee will be its published fee schedule in effect when its services are rendered unless otherwise agreed in writing, and except as follows. Any fees paid to a non-individual Trustee for making principal distributions, for termination of the trust, and upon termination of its services must be based solely on the value of its services rendered, not on the value of the trust principal. During my lifetime the Trustee's fees are to be charged wholly against income (to the extent sufficient), unless directed otherwise by me in writing. Each Trustee shall serve without bond.

I. Maintenance of Records. The Trustee shall maintain accurate accounts and records. It shall render annual statements of the receipts and disbursements of income and principal of a trust upon the written request of any adult vested beneficiary of such trust or the guardian of the person of any vested beneficiary and the approval of such beneficiary shall be binding upon all persons then or thereafter interested in such trust as to the matters and transactions shown on such statement. The Trustee may at any time apply for a judicial settlement of any account. No Trustee shall be required to file any statutory or other periodic accountings of the administration of a trust.

J. **Interested Trustee**. The Trustee may act under this Agreement even if interested in these Trusts in an individual capacity, as a fiduciary of another trust or estate (including my estate) or in any other capacity. The Trustee may in good faith enter into a sale, encumbrance, or other transaction involving the investment or management of trust property for the Trustee's own personal account or which is otherwise affected by a conflict between the Trustee's fiduciary and personal interests, without liability and without being voidable by a beneficiary. The Trustee is specifically authorized to make loans to, to receive loans from, or to sell, purchase or exchange assets in a transaction with (i) the Trustee's spouse, (ii) the Trustee's children or grandchildren, siblings, parents, or spouses of such persons, (iii) an officer, director, employee, agent, or attorney of the Trustee, or (iv) a corporation, partnership, limited liability company, or other business entity in which the Trustee has a financial interest, provided that in any transaction the trusts hereunder receive fair and adequate consideration in money or money's worth. The Trustee may renounce any interest or expectancy of a trust in, or an opportunity to participate in, specified business opportunities or specified classes or categories of business opportunities that are presented to the Trustee. Such renunciation shall not prohibit the Trustee from participating in the Trustee's individual capacity in such opportunity or expectancy.

K. **Third Parties**. No one dealing with the Trustee need inquire into its authority or its application of property.

L. **Merger of Trusts**. If the Trustee is also trustee of a trust established by myself or another person by will or trust agreement, the beneficiaries to whom income and principal may then be paid and then operative terms of which are substantially the same as those of a trust held under this Agreement, the Trustee in its discretion may merge either such trust into the other trust. The Trustee, in exercising its discretion, shall consider economy of administration, convenience to the beneficiaries, tax consequences and any other factor it considers important. If it is later necessary to reestablish the merged trust as separate trusts, it shall be divided proportionately to the value of each trust at the time of merger.

M. **Multiple Trustees**. If two Trustees are serving at any time, any power or discretion of the Trustees may be exercised only by their joint agreement. Either Trustee may delegate to the other Trustee the authority to act on behalf of both Trustees and to exercise any power held by the Trustees. If more than two Trustees are serving at any time, and unless unanimous agreement is specifically required by the terms of this Trust Agreement, any power or discretion of the Trustees may be exercised only by a majority. The Trustees may delegate to any one or more of themselves the authority to act on behalf of all the Trustees and to exercise any power held by the Trustees. Trustees who consent to the delegation of authority to other Trustees will be liable for the consequences of the actions of those other Trustees as if the consenting Trustees had joined the other Trustees in performing those actions. A dissenting Trustee who did not consent to the delegation of authority to another Trustee and who has not joined in the exercise of a power or discretion cannot be held liable for the consequences of the exercise. A dissenting Trustee who joins only at the direction of the majority will not be liable for the consequences of the exercise if the dissent is expressed in writing delivered to any of the other Trustees before the exercise of that power or discretion.

ARTICLE V. ADDITIONAL TAX AND RELATED MATTERS

A. **GST Trusts**.

1. **Family Trust**. I direct (a) that the Trustee shall divide any trust other than the Marital Trust to which there is allocated any GST exemption into two separate Trusts (each subject to the provisions of this Trust Agreement relating to the trust that is being divided) so that the generation-skipping tax inclusion ratio of one such trust is zero.

2. **Marital Trust.** I direct that, if possible, (a) the Trustee shall divide the Marital Trust into two separate Marital Trusts (each subject to the provisions hereof concerning the Marital Trust) so that through allocation of my GST exemption remaining unallocated at my death and not otherwise allocated to transfers occurring at or by reason of my death (including allocations to the Family Trust), if any, the generation-skipping tax inclusion ratio of one such Marital Trust is zero (the GST Marital Trust), (b) my Personal Representative to exercise the election provided by Code Section 2652(a)(3) as to the GST Marital Trust, and (c) that upon the death of my spouse the total amount recoverable by my spouse's estate from the property of the Marital Trusts under Code Section 2207A shall first be recoverable in full from the non-GST Marital Trust to the extent thereof.

3. **Misc**. I direct that (a) upon the death of the survivor of me and my spouse, any property then directed to be paid or distributed which constitutes a direct skip shall be paid first from property then exempt from generation-skipping taxation (by reason of the allocation of any GST exemption) to the extent thereof, (b) property exempt from generation-skipping taxation (by reason of the allocation of any GST exemption) and not directed to be paid or distributed in a manner which constitutes a direct skip shall be divided and distributed as otherwise provided herein and held for the same persons designated in Trusts separate from any property then also so divided which is not exempt from generation-skipping taxation, and (c) if upon the death of a beneficiary a taxable termination would otherwise occur with respect to any property held in trust for him or her with an inclusion ratio greater than zero, such beneficiary shall have with respect only to such property a power to appoint such fractional share thereof which if included in such beneficiary's gross estate for federal estate tax purposes (without allowing any deduction with respect to such share) would not be taxed at the highest federal estate tax rate and such fractional share of such property shall be distributed to such persons including only such beneficiary's estate, spouse, and lineal descendants, in such estates, interests, and proportions as such beneficiary may, by a will specifically referring to this general power appoint, and any part of a trust such beneficiary does not effectively appoint shall be treated as otherwise provided for disposition upon his or her death, provided, if upon his or her death two or more Trusts for his or her benefit are directed to be divided among and held or distributed for the same persons and the generation-skipping tax inclusion ratio of any such trust is zero, the amount of any other such trust to which there is allocated any of such beneficiary's GST exemption shall be added to the Trusts with generation-skipping tax inclusion ratios of zero in equal shares. I request (but do not require) that if two or more Trusts are held hereunder for any person, no principal be paid to such person from the Trusts with the lower inclusion ratios for generation-skipping tax purposes unless the trust with the highest inclusion ratio has been exhausted by use, consumption, distribution, or otherwise or is not reasonably available.

Notwithstanding any other provision of this Trust Agreement, for purposes of funding any pecuniary payment or trust division to which there is allocated any GST exemption, such payment or trust division allocation shall be satisfied with cash or property which fairly represents appreciation and depreciation (occurring between the valuation date and the date of distribution) in all of the assets from which such distribution or allocation could be made, and any pecuniary payment made before a residual transfer of property to which any GST exemption is allocated shall be satisfied with cash or property which fairly represents appreciation and depreciation (occurring between the valuation date and the date of distribution) in all of the assets from which such pecuniary payment could be satisfied and shall be allocated a pro rata share of income earned by all such assets between the valuation date and the date of payment. In regard to the division or severance of a trust hereunder, including the Marital Trust, such division or severance shall be made in a manner that all resulting trusts are recognized for purposes of Chapter 13 of the Code, including without limitation complying with the requirements of Treas.Regs. §26.2654-1(b). Except as otherwise expressly provided herein, the valuation date with respect to any property shall be the date as of which its value is determined for federal estate tax purposes with respect to the transferor thereof, and subject to the foregoing, property distributed in kind in satisfaction of any pecuniary payment shall be selected on the basis of the value of such property on the valuation date. All terms used in this Article which are defined or explained in Chapter 13 of the Code or the regulations thereunder shall have the same meaning when used herein. The Trustee is authorized and directed to comply with the provisions of the Treasury Regulations interpreting the generation skipping tax provisions of the Code in severing or combining any trust, creating or combining separate trust shares, allocating GST exemption, or otherwise, as necessary to best accomplish the foregoing allocations, inclusion ratios, combinations, and divisions, including, without limitation, the payment of "appropriate interest" as determined by the Trustee as that term is applied and used in said Regulations.

B. **Individual Retirement Accounts**. In the event that this trust or any trust created under this Agreement is the beneficiary of an Individual retirement account established and maintained under Code Section 408 or a qualified pension, profit sharing or stock bonus plan established and maintained under Code Section 401 (referred to in this paragraph as "IRA"), the following provisions shall apply to such trust:

1. I intend that the beneficiaries of such trust shall be beneficiaries within the meaning of Code Section 401(a)(9) and the Treasury Regulations thereunder. All provisions of such trust shall be construed consistent with such intent. Accordingly, the following provisions shall apply to such trust:

a. No benefits from any IRA may be used or applied for the payment of any debts, taxes or other claims against my estate as set forth in the later paragraph captioned "Taxes", unless other assets of this trust are not available for such payment.

b. In the event that a beneficiary of any trust created under this Agreement has a testamentary general power of appointment or a limited power of appointment over all or any portion of any trust established under this Agreement, and if such trust is the beneficiary of any benefits from any IRA, the beneficiary shall not appoint any part of such trust to a charitable organization or to

a lineal descendant of mine (or a spouse of a lineal descendant of mine) who is older than the beneficiary whose life expectancy is being used to calculate distributions from such IRA.

2. The Trustee shall deliver a copy of this Agreement to the custodian of any IRA of which this trust or any trust created under this Agreement is the named beneficiary within the time period prescribed Code Section 401(a)(9) and the Treasury Regulations thereunder, along with such additional items required thereunder. If the custodian of the IRA changes after a copy of this Agreement has been provided pursuant to the preceding sentence, the Trustee shall immediately provide a copy of this Agreement to the new custodian. The Trustee shall request each custodian to complete a receipt of the Agreement and shall attach such receipt to this Agreement. The Trustee shall provide a copy of each amendment of this Agreement to the custodian and shall obtain a receipt of such amendment.

C. **Gift Transfers Made From Trust During My Lifetime**. I direct that all gift transfers made from the trust during my lifetime be treated for all purposes as if the gift property had been first withdrawn by (or distributed to) me and then transferred by me to the donees involved. Thus, in each instance, even where title to the gift property is transferred directly from the name of the trust (or its nominee) into the name of the donee, such transfer shall be treated for all purposes as first a withdrawal by (or distribution of the property to) me followed by a gift transfer of the property to the donee by me as donor, the Trustee making the actual transfer in my behalf acting as my attorney in fact, this paragraph being, to that extent, a power of attorney from me to the Trustee to make such transfer, which power of attorney shall not be affected by my Disability, incompetence, or incapacity.

D. **Death Costs**. If upon my death the Trustee hold any United States bonds which may be redeemed at par in payment of federal estate tax, the Trustee shall pay the federal estate tax due because of my death up to the amount of the par value of such bonds and interest accrued thereon at the time of payment. The Trustee shall also pay from the trust all of my following death costs, but if there is an acting executor, administrator or Personal Representative of my estate my Trustee shall pay only such amounts of such costs as such executor, administrator or Personal Representative directs:

1. my debts which are allowed as claims against my estate,

2. my funeral expenses without regard to legal limitations,

3. the expenses of administering my estate,

4. the balance of the estate, inheritance and other death taxes (excluding generation-skipping transfer taxes unless arising from direct skips), and interest and penalties thereon, due because of my death with respect to all property whether or not passing under my Will or this Agreement (other than property over which I have a power of appointment granted to me by another person, and qualified terminable interest property which is not held in a trust that was subject to an election under Code Section 2652(a)(3) at or about the time of its funding) and life insurance proceeds on policies insuring my life which proceeds are not held under this trust or my probate estate at or by reason of my death), and

5. any gifts made in my Will or any Codicil thereto.

The Trustee may make any such payment either to my executor, administrator or Personal Representative or directly to the proper party. The Trustee shall not be reimbursed for any such payment, and is not responsible for the correctness or application of the amounts so paid at the direction of my executor, administrator, or Personal Representative. The Trustee shall not pay any of such death costs with any asset which would not otherwise be included in my gross estate for federal or state estate or inheritance tax purposes, or with any asset which otherwise cannot be so used, such as property received under a limited power of appointment which prohibits such use. Further, no payment of any such death costs shall be charged against or paid from the property disposed of pursuant to the prior paragraphs captioned "Disposition of Tangible Personal Property", "Specific Cash Devise" nor from the Marital Trust.

E. Marital Trust. I intend the maximum obtainable reduction of federal estate tax due by reason of my death by use of the federal estate tax marital deduction, and qualification of all property of the Marital Trust for the marital deduction. This Agreement shall be construed and all powers shall be exercised consistent with such intent. For example, the Trustee shall not allocate any receipt to principal or any disbursement to income if such allocation understates the net income of the Marital Trust under Florida law; and upon the written demand of my spouse, the Trustee shall convert unproductive or underproductive property of said trust into productive property within a reasonable time notwithstanding any other provision hereunder. The foregoing not withstanding, if my spouse survives me but dies within six months after my death, the Marital Trust provided in Subparagraph II.B will be reduced to that amount, if any, required to obtain for my estate an estate tax marital deduction resulting in the lowest combined estate taxes in my estate and my spouse's estate, on the assumption that my spouse died after me on the date of my death, that my spouse's estate is valued on the same date and in the same manner as my estate is valued for federal estate tax purposes, and that elections in my spouse's estate were made that would be consistent with minimizing taxes. The purpose of this provision is to equalize, insofar as possible, our estates for federal estate tax purposes, based on the above assumptions.

F. Subchapter S Stock. Regardless of anything herein to the contrary, in the event that after my death the principal of a trust includes stock in a corporation for which there is a valid election to be treated under the provisions of Subchapter S of the Code, the income beneficiary of such a trust is a U.S. citizen or U.S. resident for federal income tax purposes, and such trust is not an "electing small business trust" under Code Section 1361(e)(1) in regard to that corporation, the Trustee shall (a) hold such stock as a substantially separate and independent share of such trust within the meaning of Code Section 663(c), which share shall otherwise be subject to all of the terms of this Agreement, (b) distribute all of the income of such share to the one income beneficiary thereof in annual or more frequent installments, (c) upon such beneficiary's death, pay all accrued or undistributed income of such share to the beneficiary's estate, (d) distribute principal from such share during the lifetime of the income beneficiary only to such beneficiary, notwithstanding any powers of appointment granted to any person including the income beneficiary, and (e) otherwise administer such share in a manner that qualifies it as a "qualified Subchapter S trust" as that term is defined in Code Section 1361(d)(3), and shall otherwise

manage and administer such share as provided under this Agreement to the extent not inconsistent with the foregoing provisions of this paragraph.

G. **Residence as Homestead**. Regardless of anything herein to the contrary, while any residential real property located in Florida is owned by a trust, I, or my spouse if I am not then living and such trust is the Marital Trust, shall have the right to use, possess and occupy such residence as a personal residence so that such right shall constitute a possessory right in such real property within the meaning of Florida Statute Section 196.041.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Trust Agreement on the date first above written.

SETTLOR and TRUSTEE:

SHIRLEY BERNSTEIN

This instrument was signed by SHIRLEY BERNSTEIN in our presence, and at the request of and in the presence of SHIRLEY BERNSTEIN and each other, we subscribe our names as witnesses on this 20 day of May, 2008:

Print Name: ROBERT L. SPALLINA
Address: 7387 WISTERIA AVENUE
PARKLAND, FL 33076

Print Name: TRACI KRATISH
Address: 16068 GLENCREST AVENUE
DELRAY BEACH, FL 33446

STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20 day of May, 2008, by SHIRLEY BERNSTEIN.

NOTARY PUBLIC-STATE OF FLORIDA
Kimberly Moran
Commission #DD766470
Expires: APR. 28, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

[Seal with Commission Expiration Date]

Signature - Notary Public-State of Florida

Print, type or stamp name of Notary Public

Personally Known ✓ or Produced Identification _____
Type of Identification Produced _____

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ATTACHMENT

The following property has been delivered in trust under this Agreement:

One Dollar ($1.00) Cash

During my life, the Trustee has no duty to maintain, invest, review, insure, account for, or any other responsibility with respect to trust property other than income producing property, or any duty to pay premiums on life insurance payable to the trust, and shall receive no fee for its services as Trustee based on any trust property other than income producing property.

SHIRLEY BERNSTEIN, Settlor and Trustee

FIRST AMENDMENT TO
SHIRLEY BERNSTEIN TRUST AGREEMENT

This First Amendment is dated this 18 day of Nov, 2008, and is between SHIRLEY BERNSTEIN of Palm Beach County, Florida referred to in the first person, as settlor, and SHIRLEY BERNSTEIN of Palm Beach County, Florida as trustee (referred to as the "***Trustee***," which term more particularly refers to all individuals and entities serving as trustee of a trust created hereunder during the time of such service, whether alone or as co-trustees, and whether originally serving or as a successor trustee).

WHEREAS, on May 20, 2008, I created and funded the SHIRLEY BERNSTEIN TRUST AGREEMENT (the "***Trust Agreement,***" which reference includes any subsequent amendments of said trust agreement);

WHEREAS, Paragraph A. of Article I. of said Trust Agreement provides, inter alia, that during my lifetime I shall have the right at any time and from time to time by an instrument, in writing, delivered to the Trustee to amend or revoke the said Trust Agreement, in whole or in part.

NOW THEREFORE, by executing this instrument, I hereby amend the Trust Agreement as follows:

1. I hereby delete Paragraph B. of Article II. in its entirety.

2. I hereby amend the last sentence of Paragraph E. of Article III. to read as follows:

"Notwithstanding the foregoing, as my spouse and I have adequately provided for them during our lifetimes, for purposes of the dispositions made under this Trust, my children, TED S. BERNSTEIN ("***TED***") and PAMELA B. SIMON ("***PAM***"), shall be deemed to have predeceased the survivor of my spouse and me, provided, however, if my children, ELIOT BERNSTEIN, JILL IANTONI and LISA S. FRIEDSTEIN, and their respective lineal descendants all predecease the survivor of my spouse and me, then TED and PAM shall not be deemed to have predeceased the survivor of my spouse and me and shall become eligible beneficiaries for purposes of the dispositions made hereunder."

3. I hereby ratify and reaffirm the Trust Agreement as amended by this First Amendment.

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[remainder of page intentionally left blank]

FIRST AMENDMENT TO
SHIRLEY BERNSTEIN TRUST AGREEMENT

This First Amendment is dated this 18 day of Nov, 2008, and is between SHIRLEY BERNSTEIN of Palm Beach County, Florida referred to in the first person, as settlor, and SHIRLEY BERNSTEIN of Palm Beach County, Florida as trustee (referred to as the "***Trustee***," which term more particularly refers to all individuals and entities serving as trustee of a trust created hereunder during the time of such service, whether alone or as co-trustees, and whether originally serving or as a successor trustee).

WHEREAS, on May 20, 2008, I created and funded the SHIRLEY BERNSTEIN TRUST AGREEMENT (the "***Trust Agreement,***" which reference includes any subsequent amendments of said trust agreement);

WHEREAS, Paragraph A. of Article I. of said Trust Agreement provides, inter alia, that during my lifetime I shall have the right at any time and from time to time by an instrument, in writing, delivered to the Trustee to amend or revoke the said Trust Agreement, in whole or in part.

NOW THEREFORE, by executing this instrument, I hereby amend the Trust Agreement as follows:

1. I hereby delete Paragraph B. of Article II. in its entirety.

3. I hereby ratify and reaffirm the Trust Agreement as amended by this First Amendment.

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[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the date first above written.

SETTLOR and TRUSTEE:

SHIRLEY BERNSTEIN

This instrument was signed by SHIRLEY BERNSTEIN in our presence, and at the request of and in the presence of SHIRLEY BERNSTEIN and each other, we subscribe our names as witnesses on this 18 day of Nov, 2008:

Print Name: ROBERT L. SPALLINA
Address: 7387 WISTERIA AVENUE
PARKLAND, FL 33076

Print Name: Rachel Walker
Address: 100 Plaza Real South
Apt. 303
Boca Raton, FL 33432

STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 18 day of November, 2008, by SHIRLEY BERNSTEIN.

NOTARY PUBLIC-STATE OF FLORIDA
Kimberly Moran
Commission #DD766470
Expires: APR. 28, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

[Seal with Commission Expiration Date]

Kimberly Moran
Signature - Notary Public-State of Florida

Print, type or stamp name of Notary Public

Personally Known ✓ or Produced Identification _____
Type of Identification Produced _____

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FIRST AMENDMENT TO
SHIRLEY BERNSTEIN TRUST AGREEMENT

This First Amendment is dated this 19 day of Nov, 2008, and is between SHIRLEY BERNSTEIN of Palm Beach County, Florida referred to in the first person, as settlor, and SHIRLEY BERNSTEIN of Palm Beach County, Florida as trustee (referred to as the "***Trustee***," which term more particularly refers to all individuals and entities serving as trustee of a trust created hereunder during the time of such service, whether alone or as co-trustees, and whether originally serving or as a successor trustee).

WHEREAS, on May 20, 2008, I created and funded the SHIRLEY BERNSTEIN TRUST AGREEMENT (the "***Trust Agreement,***" which reference includes any subsequent amendments of said trust agreement);

WHEREAS, Paragraph A. of Article I. of said Trust Agreement provides, inter alia, that during my lifetime I shall have the right at any time and from time to time by an instrument, in writing, delivered to the Trustee to amend or revoke the said Trust Agreement, in whole or in part.

NOW THEREFORE, by executing this instrument, I hereby amend the Trust Agreement as follows:

1. I hereby delete Paragraph B. of Article II. in its entirety.

3. I hereby ratify and reaffirm the Trust Agreement as amended by this First Amendment.

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[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the date first above written.

SETTLOR and TRUSTEE:

SHIRLEY BERNSTEIN

This instrument was signed by SHIRLEY BERNSTEIN in our presence, and at the request of and in the presence of SHIRLEY BERNSTEIN and each other, we subscribe our names as witnesses on this 18 day of November, 2008:

Print Name: ROBERT L. SPALLINA
Address: 7387 WISTERIA AVENUE
PARKLAND, FL 33076

Print Name: Rachel Walker
Address: 100 Plaza Real South
apt. 308
Boca Raton, FL 33432

STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 18 day of November, 2008, by SHIRLEY BERNSTEIN.

NOTARY PUBLIC-STATE OF FLORIDA
Kimberly Moran
Commission #DD766470
Expires: APR. 28, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

[Seal with Commission Expiration Date]

Signature - Notary Public-State of Florida

Print, type or stamp name of Notary Public

Personally Known ✓ or Produced Identification _____
Type of Identification Produced _____

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SIMON L. BERNSTEIN

TRUST AGREEMENT

Prepared by:

Tescher & Spallina, P.A.
2101 Corporate Blvd., Suite 107, Boca Raton, Florida 33431
(561) 998-7847
www.tescherlaw.com

TESCHER & SPALLINA, P.A.

SIMON L. BERNSTEIN

TRUST AGREEMENT

This Trust Agreement is dated this 20th day of May, 2008, and is between SIMON L. BERNSTEIN, of Palm Beach County, Florida referred to in the first person, as settlor, and SIMON L. BERNSTEIN, of Palm Beach County, and SIMON L. BERNSTEIN's successors, as trustee (referred to as the "***Trustee***," which term more particularly refers to all individuals and entities serving as trustee of a trust created hereunder during the time of such service, whether alone or as co-trustees, and whether originally serving or as a successor trustee). Said Trustee acknowledges receipt of the property described in the Attachment to this Agreement, and agrees to hold said property and all additions, in trust, as provided in this Agreement.

ARTICLE I. DURING MY LIFE AND UPON MY DEATH

A. **Rights Reserved**. I reserve the right (a) to add property to this trust during my life or on my death, by my Will or otherwise; (b) to withdraw property held hereunder; and (c) by separate written instrument delivered to the Trustee, to revoke this Agreement in whole or in part and otherwise modify or amend this Agreement. However, after my spouse's death I may not exercise any of said rights with respect to property added by my spouse upon my spouse's death by my spouse's Will or otherwise.

B. **Payments During My Life**. If income producing property is held in the trust during my life, the Trustee shall pay the net income of the trust to me or as I may direct. However, during any periods while I am Disabled, the Trustee shall pay to me or on my behalf such amounts of the net income and principal of the trust as is proper for my Welfare, and also may in its discretion pay to my spouse such amounts of said net income and principal as is proper for her Welfare. Any income not so paid shall be added to principal.

C. **Gifts**. If I am Disabled, I authorize the Trustee to make gifts from trust property during my lifetime for estate planning purposes, or to distribute amounts to my legally appointed guardian or to my attorney-in-fact for those purposes, subject to the following limitations:

1. Recipients. The gifts may be made only to my spouse and my lineal descendants or to trusts primarily for their benefit, and in aggregate annual amounts to any one such recipient that do not exceed the exclusion amount provided for under Code Section 2503(b).

2. Trustee Limited. When a person eligible to receive gifts is serving as Trustee, the aggregate of all gifts to that person during the calendar year allowable under the preceding subparagraph 1. shall thereafter not exceed the greater of Five Thousand Dollars ($5,000), or five percent

(5%) of the aggregate value of the trust estate. However, gifts completed prior to a recipient's commencing to serve as Trustee shall not be affected by this limitation.

3. Charitable Pledges. The Trustee may pay any charitable pledges I made while I was not Disabled (even if not yet due).

D. Upon My Death. Upon my death the Trustee shall collect and add to the trust all amounts due to the trust under any insurance policy on my life or under any death benefit plan and all property added to the trust by my Will or otherwise. After paying or providing for the payment from the augmented trust of all current charges and any amounts payable under the later paragraph captioned "Death Costs," the Trustee shall hold the trust according to the following provisions.

ARTICLE II. AFTER MY DEATH

A. Disposition of Tangible Personal Property. If any non-business tangible personal property other than cash (including, but not limited to, my personal effects, jewelry, collections, household furnishings, and equipment, and automobiles) is held in the trust at the time of my death, such items shall be promptly distributed by the Trustee of the trust to such person or persons, including my estate, as to the item or items or proportion specified, as I may appoint, and to the extent that any such items are not disposed of by such appointment, such items shall be disposed of by the Trustee of the trust in exactly the same manner as such items would have been disposed of under the terms and provisions of my Will (including any Codicil thereto, or what the Trustee in good faith believes to be such Will and Codicil) had such items been included in my probate estate. Any such items which are not effectively disposed of pursuant to the preceding sentence shall pass with the other trust assets.

B. Marital Deduction Gift. If my spouse survives me:

1. Family Trust. The Trustee shall hold as a separate "***Family Trust***" (i) all property of the trust estate as to which a federal estate tax marital deduction would not be allowed if it were distributed outright to my spouse, and (ii) after giving effect to (i), the largest pecuniary amount which will not result in or increase any federal or state death tax otherwise payable by reason of my death. In determining the pecuniary amount the Trustee shall assume that none of this Family Trust qualifies for a federal estate tax deduction, and shall assume that all of the Marital Trust hereinafter established (including any part thereof disclaimed by my spouse) qualifies for the federal estate tax marital deduction. I recognize that the pecuniary amount may be reduced by certain state death taxes and administration expenses which are not deducted for federal estate tax purposes.

2. Marital Trust. The balance of the trust remaining after the establishment of the Family Trust shall be held as a separate "***Marital Trust***."

Notwithstanding the foregoing, prior to the funding of the Family Trust and the Marital Trust under this Subparagraph II.B., or only the Family Trust if my spouse does not survive me, the Trustees of this Trust

or the Personal Representatives of my estate as the case may be, shall finalize the sale of my shares in LIC HOLDINGS, INC., a Florida corporation or its successor in interest ("***LIC HOLDINGS***"), owned by me or this Trust at the time of my death, pursuant to that certain buy-sell agreement entered into by and between my son, TED S. BERNSTEIN, and me. Upon the sale of such shares, the Trustee shall fund the trust(s) provided for hereunder.

3. Disclaimer. Any part of the Marital Trust my spouse disclaims shall be added to the Family Trust. My spouse shall not be deemed to have predeceased me for purposes of such addition. I suggest that my spouse or my spouse's fiduciaries consider an appropriate partial disclaimer to minimize the death taxes due upon both of our deaths.

If my spouse does not survive me, the entire trust shall be held as the Family Trust without regard to the provisions of Subparagraph II.B.1 describing or limiting which assets shall be held thereunder.

C. During Spouse's Life. Commencing with the date of my death the Trustee shall,

1. Marital Trust. Pay to my spouse from the Marital Trust, the net income, and such amounts of principal as is proper for my spouse's Welfare; and

2. Family Trust. Pay to my spouse from the Family Trust, the net income, and such amounts of principal as is proper for my spouse's Welfare. I request (but do not require) that no principal be paid to my spouse from the Family Trust for my spouse's Welfare unless the Marital Trust has been exhausted by use, consumption, distribution, or otherwise or is not reasonably available.

D. Disposition of Trusts Upon Death of Survivor of My Spouse and Me. Upon the death of the survivor of my spouse and me,

1. Limited Power. My spouse (if my spouse survives me) may appoint the Marital Trust and Family Trust (except any part added by disclaimer from the Marital Trust and proceeds of insurance policies on my spouse's life) to or for the benefit of one or more of my lineal descendants and their spouses;

2. Disposition of Balance. Any parts of the Marital Trust and the Family Trust my spouse does not or cannot effectively appoint (including any additions upon my spouse's death), or all of the Family Trust if my spouse did not survive me, shall be divided among and held in separate Trusts for my lineal descendants then living, *per stirpes*. Any assets allocated under this Subparagraph II.D. to my children (as that term is defined under this Trust), shall be distributed to the then serving Trustees of each of their respective Family Trusts, established by me as grantor on even date herewith (the "***Family Trusts***" which term includes any successor trust thereto), to be held and administered as provided under said Trusts. The provisions of the Family Trusts are incorporated herein by reference, and if any of the Family Trusts are not then in existence and it is necessary to accomplish the foregoing dispositions, the current Trustee of this Trust is directed to take such action to establish or reconstitute such applicable trust(s), or if the Trustee is unable to do so, said assets shall be held in separate trusts

for such lineal descendants and administered as provided in Subparagraph II.E. below. Each of my lineal descendants for whom a separate Trust is held hereunder shall hereinafter be referred to as a "***beneficiary***," with their separate trusts to be administered as provided in Subparagraph II.E. below.

E. **Trusts for Beneficiaries**. The Trustee shall pay to a beneficiary the net income of such beneficiary's trust. The Trustee shall pay to the beneficiary and the beneficiary's children, such amounts of the principal of such beneficiary's trust as is proper for the Welfare of such individuals. After a beneficiary has reached any one or more of the following birthdays, the beneficiary may withdraw the principal of his or her separate trust at any time or times, not to exceed in the aggregate 1/3 in value after the beneficiary's 25th birthday, 1/2 in value (after deducting any amount previously subject to withdrawal but not actually withdrawn) after the beneficiary's 30th birthday, and the balance after the beneficiary's 35th birthday, provided that the withdrawal powers described in this sentence shall not apply to any child of mine as beneficiary of a separate trust. The value of each trust shall be its value as of the first exercise of each withdrawal right, plus the value of any subsequent addition as of the date of addition. The right of withdrawal shall be a privilege which may be exercised only voluntarily and shall not include an involuntary exercise. If a beneficiary dies with assets remaining in his or her separate trust, upon the beneficiary's death the beneficiary may appoint his or her trust to or for the benefit of one or more of my lineal descendants and their spouses (excluding from said class, however, such beneficiary and such beneficiary's creditors, estate, and creditors of such beneficiary's estate). Any part of his or her trust such beneficiary does not effectively appoint shall upon his or her death be divided among and held in separate Trusts for the following persons:

1. for his or her lineal descendants then living, *per stirpes*; or

2. if he or she leaves no lineal descendant then living, *per stirpes* for the lineal descendants then living of his or her nearest ancestor (among me and my lineal descendants) with a lineal descendant then living who is also a lineal descendant of my spouse.

A trust for a lineal descendant of mine shall be held under this paragraph, or if a trust is then so held, shall be added to such trust.

F. **Termination of Small Trust**. If at any time after the death of the survivor of my spouse and me in the opinion of the Trustee a separate trust holds assets of a value of less than $50,000.00 and is too small to justify the expense of its retention, and termination of such trust is in the best interests of its current income beneficiary, the Trustee in its discretion may terminate such trust and pay it to said beneficiary.

G. **Contingent Gift**. If at any time property of a trust held under this Agreement is not disposed of under the other provisions of this Agreement, it shall be paid, as a gift made hereunder, to such persons and in such shares as such property would be distributed if my spouse and I had each then owned one-half of such property and had each then died solvent, unmarried and intestate domiciled in the State of Florida, according to the laws of inheritance of the State of Florida then in effect.

H. **Protective Provision**. No beneficiary of any trust herein created shall have any right or power to anticipate, transfer, pledge, sell, alienate, assign or encumber in any way his or her interest in the income or principal of such trust. Furthermore, no creditor shall have the right to attach, lien, seize or levy upon the interest of a beneficiary in this trust (other than myself) and such interest shall not be liable for or subject to the debts, liabilities or obligations of any such beneficiary or any claims against such beneficiary (whether voluntarily or involuntarily created), and the Trustee shall pay directly to or for the use or benefit of such beneficiary all income and principal to which such beneficiary is entitled, notwithstanding that such beneficiary has executed a pledge, assignment, encumbrance or in any other manner alienated or transferred his or her beneficial interest in the trust to another. This paragraph shall not preclude the effective exercise of any power of appointment granted herein or the exercise of any disclaimer.

I. **Maximum Duration**. Regardless of anything in this Agreement to the contrary, no trust interest herein created shall continue beyond three hundred sixty (360) years as provided in F.S. § 689.225(2)(a)(2), nor shall any power of appointment be exercised in such manner so as to delay vesting of any trust beyond such period. Immediately prior to the expiration of such period, all such trusts then in existence shall terminate, and the assets thereof shall be distributed outright and in fee to then beneficiaries of the current income and in the proportions in which such persons are the beneficiaries, and if such proportions cannot be ascertained, then equally among such beneficiaries.

J. **Florida Homestead Possessory Rights**. Notwithstanding anything herein to the contrary, if any portion of any Florida improved residential real estate (excluding commercial multi-unit rental property) is an asset of the Marital Trust, my spouse shall have the exclusive and continuous present right to full use, occupancy and possession of such real estate for life. It is my intention that my spouse's interest in such property shall constitute a "beneficial interest for life" and "equitable title to real estate" as contemplated by Section 196.041(2) of Florida Statutes, as amended from time to time or any corresponding provision of law.

ARTICLE III. GENERAL

A. **Disability**. Subject to the following Subparagraph captioned "Subchapter S Stock," while any beneficiary (other than my spouse as beneficiary of the Marital Trust) is Disabled, the Trustee shall pay to him or her only such portion of the income to which he or she is otherwise entitled as is proper for his or her Welfare, and any income not so paid shall be added to the principal from which derived. While any beneficiary is Disabled, income or principal payable to him or her may, in the discretion of the Trustee, be paid directly to him or her, without the intervention of a guardian, directly to his or her creditors or others for his or her sole benefit or to an adult person or an eligible institution (including the Trustee) selected by the Trustee as custodian for a minor beneficiary under the Uniform Transfers to Minors Act or similar law. The receipt of such payee is a complete release to the Trustee.

B. **Timing of Income Distributions**. The Trustee shall make required payments of income at least quarterly.

C. **Substance Abuse**.

1. In General. If the Trustee reasonably believes that a beneficiary (other than myself) of any trust:

a. routinely or frequently uses or consumes any illegal substance so as to be physically or psychologically dependent upon that substance, or

b. is clinically dependent upon the use or consumption of alcohol or any other legal drug or chemical substance that is not prescribed by a board certified medical doctor or psychiatrist in a current program of treatment supervised by such doctor or psychiatrist,

and if the Trustee reasonably believes that as a result the beneficiary is unable to care for himself or herself, or is unable to manage his or her financial affairs, all mandatory distributions (including distributions upon termination of the trust) to the beneficiary, all of the beneficiary's withdrawal rights, and all of the beneficiary's rights to participate in decisions concerning the removal and appointment of Trustees will be suspended (excluding, however, mandatory income rights under the Marital Trust). In that event, the following provisions of this Subparagraph III.C will apply.

2. Testing. The Trustee may request the beneficiary to submit to one or more examinations (including laboratory tests of bodily fluids) determined to be appropriate by a board certified medical doctor and to consent to full disclosure to the Trustee of the results of all such examinations. The Trustee shall maintain strict confidentiality of those results and shall not disclose those results to any person other than the beneficiary without the prior written permission of the beneficiary. The Trustee may totally or partially suspend all distributions otherwise required or permitted to be made to that beneficiary until the beneficiary consents to the examination and disclosure to the Trustee.

3. Treatment. If, in the opinion of the examining doctor, the examination indicates current or recent use of a drug or substance as described above, the examining doctor will determine an appropriate method of treatment for the beneficiary (for example, counseling or treatment on an in-patient basis in a rehabilitation facility) that is acceptable to the Trustee. If the beneficiary consents to the treatment, the Trustee shall pay the costs of treatment directly to the provider of those services from the distributions suspended under this Subparagraph III.C.

4. Resumption of Distributions. The Trustee may resume other distributions to the beneficiary (and the beneficiary's other suspended rights will be restored) when, in the case of use or consumption of an illegal substance, examinations indicate no such use for 12 months and, in all cases, when the Trustee in its discretion determines that the beneficiary is able to care for himself or herself and is able to manage his or her financial affairs.

5. Disposition of Suspended Amounts. When other distributions to the beneficiary are resumed, the remaining balance, if any, of distributions that were suspended may be distributed to

the beneficiary at that time. If the beneficiary dies before distribution of those suspended amounts, the Trustee shall distribute the balance of the suspended amounts to the persons who would be the alternate takers of that beneficiary's share (or takers through the exercise of a power of appointment) as otherwise provided in this Trust Agreement.

6. Exoneration. No Trustee (or any doctor retained by the Trustee) will be responsible or liable to anyone for a beneficiary's actions or welfare. The Trustee has no duty to inquire whether a beneficiary uses drugs or other substances as described in this Subparagraph III.C. The Trustee (and any doctor retained by the Trustee) is to be indemnified from the trust estate and held harmless from any liability of any nature in exercising its judgment and authority under this Subparagraph III.C, including any failure to request a beneficiary to submit to medical examination, and including a decision to distribute suspended amounts to a beneficiary.

7. Tax Savings Provision. Despite the provisions of this Subparagraph III.C, the Trustee cannot suspend any mandatory distributions or withdrawal rights that are required for that trust to become or remain a Qualified Subchapter S Trust (unless the Trustee elects for the trust to be an Electing Small Business Trust), or to qualify for any federal transfer tax exemption, deduction, or exclusion allowable with respect to that trust.

D. Income on Death of Beneficiary. Subject to the later paragraph captioned "Subchapter S Stock," and except as otherwise explicitly provided herein, upon the death of any beneficiary, all accrued or undistributed income of such deceased beneficiary's trust shall pass with the principal of his or her trust but shall remain income for trust accounting purposes.

E. Definitions. In this Agreement,

1. Children, Lineal Descendants. The terms "***child,***" "***children***" and "***lineal descendant***" mean only persons whose relationship to the ancestor designated is created entirely by or through (a) legitimate births occurring during the marriage of the joint biological parents to each other, (b) children and their lineal descendants arising from surrogate births and/or third party donors when (i) the child is raised from or near the time of birth by a married couple (other than a same sex married couple) through the pendency of such marriage, (ii) one of such couple is the designated ancestor, and (iii) to the best knowledge of the Trustee both members of such couple participated in the decision to have such child, and (c) lawful adoptions of minors under the age of twelve years. No such child or lineal descendant loses his or her status as such through adoption by another person. Notwithstanding the foregoing, as I have adequately provided for them during my lifetime, for purposes of the dispositions made under this Trust, my children, TED S. BERNSTEIN ("***TED***") and PAMELA B. SIMON ("***PAM***"), and their respective lineal descendants shall be deemed to have predeceased the survivor of my spouse and me, provided, however, if my children, ELIOT BERNSTEIN, JILL IANTONI and LISA S. FRIEDSTEIN, and their lineal descendants all predecease the survivor of my spouse and me, then TED and PAM, and their respective lineal descendants shall not be deemed to have predeceased me and shall be eligible beneficiaries for purposes of the dispositions made hereunder.

2. Code. "***Code***" means the Internal Revenue Code of 1986, as amended, and in referring to any particular provision of the Code, includes a reference to any equivalent or successor provision of a successor federal tax law.

3. Disabled. "***Disabled***" or being under "***Disability***" means, as to any applicable individual: (1) being under the age of 21 years, (2) having been adjudicated by a court of competent jurisdiction as mentally or physically incompetent or unable to manage his or her own property or personal affairs (or a substantially similar finding under applicable state or national law), or (3) being unable to properly manage his or her personal or financial affairs, or a trust estate hereunder as to a Trustee hereunder, because of a mental or physical impairment (whether temporary or permanent in nature). A written certificate executed by an individual's attending physician or attending psychiatrist confirming that person's impairment will be sufficient evidence of Disability under item (3) above, and all persons may rely conclusively on such a certificate.

4. Education. The term "***education***" herein means vocational, primary, secondary, preparatory, theological, college and professional education, including post-graduate courses of study, at educational institutions or elsewhere, and expenses relating directly thereto, including tuition, books and supplies, room and board, and travel from and to home during school vacations. It is intended that the Trustee liberally construe and interpret references to "education," so that the beneficiaries entitled to distributions hereunder for education obtain the best possible education commensurate with their abilities and desires.

5. My Spouse. "***My spouse***" is SHIRLEY BERNSTEIN ("***SHIRLEY***").

6. Needs and Welfare Distributions. Payments to be made for a person's ***"Needs"*** means payments for such person's support, health (including lifetime residential or nursing home care), maintenance and education. Payments to be made for a person's ***"Welfare"*** means payments for such person's Needs, and as the Trustee determines in its sole discretion also for such person's advancement in life (including assistance in the purchase of a home or establishment or development of any business or professional enterprise which the Trustee believes to be reasonably sound), happiness and general well-being. However, the Trustee, based upon information reasonably available to it, shall make such payments for a person's Needs or Welfare only to the extent such person's income, and funds available from others obligated to supply funds for such purposes (including, without limitation, pursuant to child support orders and agreements), are insufficient in its opinion for such purposes, and shall take into account such person's accustomed manner of living, age, health, marital status and any other factor it considers important. Income or principal to be paid for a person's Needs or Welfare may be paid to such individual or applied by the Trustee directly for the benefit of such person. The Trustee may make a distribution or application authorized for a person's Needs or Welfare even if such distribution or application substantially depletes or exhausts such person's trust, without any duty upon the Trustee to retain it for future use or for other persons who might otherwise benefit from such trust.

7. Per Stirpes. In a division "***per stirpes***" each generation shall be represented and counted whether or not it has a living member.

8. Related or Subordinate Party. A "***Related or Subordinate Party***" to a trust describes a beneficiary of the subject trust or a related or subordinate party to a beneficiary of the trust as the terms "related or subordinate party" are defined under Code Section 672(c).

9. Spouse. A person's "***spouse***" includes only a spouse then married to and living as husband and wife with him or her, or a spouse who was married to and living as husband and wife with him or her at his or her death. The following rules apply to each person who is a beneficiary or a permissible appointee under this Trust Agreement and who is married to a descendant of mine. Such a person will cease to be a beneficiary and will be excluded from the class of permissible appointees upon:

a. the legal termination of the marriage to my descendant (whether before or after my death), or

b. the death of my descendant if a dissolution of marriage proceeding was pending when he or she died.

10. Gender, Number. Where appropriate, words of any gender include all genders and the singular and plural are interchangeable.

F. Powers of Appointment. Property subject to a power of appointment shall be paid to, or retained by the Trustee or paid to any trustee under any will or trust agreement for the benefit of, such one or more permissible appointees, in such amounts and proportions, granting such interests, powers and powers of appointment, and upon such conditions including spendthrift provisions as the holder of such power (i) in the case of a power exercisable upon the death of such holder, appoints in his or her will or in a trust agreement revocable by him or her until his or her death, or (ii) in the case of a power exercisable during the life of such holder, appoints in a written instrument signed by such holder, two witnesses and a notary public, but in either case only if such will, trust agreement, or instrument specifically refers to such power.

G. Limitations on Powers of Trustee. Regardless of anything herein to the contrary, no Trustee shall make or participate in making any distribution of income or principal of a trust to or for the benefit of a beneficiary which would directly or indirectly discharge any legal obligation of such Trustee or a donor of such trust (as an individual, and other than myself as donor) to support such beneficiary; and no Trustee (other than myself and other than my spouse as Trustee of the Marital Trust) shall make or participate in making any discretionary distribution of income or principal to or for the benefit of himself or herself other than for his or her Needs, including by reason of a determination to terminate a trust described herein. For example, if a Trustee (other than myself and other than my spouse as Trustee of the Marital Trust) has the power to distribute income or principal to himself or herself for his or her own Welfare, such Trustee (the "restricted Trustee") shall only have the power to make or participate in making a distribution of income or principal to the restricted Trustee for the restricted Trustee's Needs, although any co-Trustee who is not also a restricted Trustee may make or participate in making a distribution of income or principal to the restricted Trustee for such restricted Trustee's Welfare without the participation or consent of said restricted Trustee.

H. **Presumption of Survivorship**. If my spouse and I die under circumstances which make it difficult or impracticable to determine which one of us survived the other, I direct that my spouse shall be deemed to have survived me for purposes of this Agreement (except in regard to any property passing hereunder that became part of this trust solely by reason of passage to my probate estate or this trust from the probate estate of or a revocable trust established by my spouse in which case the opposite presumption shall apply), notwithstanding any provisions of law which provide for a contrary presumption. If any person other than my spouse shall be required to survive another person in order to take any interest under this Agreement, the former person shall be deemed to have predeceased the latter person, if such persons die under circumstances which make it difficult or impracticable to determine which one died first.

I. **Governing Law**. This Agreement is governed by the law of the State of Florida.

J. **Other Beneficiary Designations**. Except as otherwise explicitly and with particularity provided herein, (a) no provision of this trust shall revoke or modify any beneficiary designation of mine made by me and not revoked by me prior to my death under any individual retirement account, other retirement plan or account, or annuity or insurance contract, (b) I hereby reaffirm any such beneficiary designation such that any assets held in such account, plan, or contract shall pass in accordance with such designation, and (c) regardless of anything herein to the contrary, any of such assets which would otherwise pass pursuant to this trust due to the beneficiary designation not having met the requirements for a valid testamentary disposition under applicable law or otherwise shall be paid as a gift made hereunder to the persons and in the manner provided in such designation which is incorporated herein by this reference.

K. **Mandatory Notice Required by Florida Law.** The trustee of a trust may have duties and responsibilities in addition to those described in the instrument creating the trust. If you have questions, you should obtain legal advice.

L. **Release of Medical Information**.

1. Disability of Beneficiary. Upon the written request of a Trustee (with or without the concurrence of co-Trustees) issued to any current income or principal beneficiary (including discretionary beneficiaries) for whom a determination of Disability is relevant to the administration of a trust hereunder and for whom a Trustee (with or without the concurrence of co-Trustees) desires to make such a determination, such beneficiary shall issue to all Trustees (who shall be identified thereon both by name to the extent known and by class description) a valid authorization under the Health Insurance Portability and Accountability Act of 1996 and any other applicable or successor law authorizing all health care providers and all medical sources of such requested beneficiary to release protected health information of the requested beneficiary to all Trustees that is relevant to the determination of the Disability of the requested beneficiary as Disability is defined hereunder. The period of each such valid authorization shall be for six months (or the earlier death of the requested beneficiary). If such beneficiary (or his or her legal representative if such beneficiary is a minor or legally disabled) refuses within thirty days of receipt of the request to provide a valid authorization, or

at any time revokes an authorization within its term, the Trustee shall treat such beneficiary as Disabled hereunder until such valid authorization is delivered.

2. Disability of Trustee. Upon the request to a Trustee that is an individual by (a) a co-Trustee, or if none, (b) the person or entity next designated to serve as a successor Trustee not under legal incapacity, or if none, (c) any adult current income or principal beneficiary not under legal incapacity, or in any event and at any time (d) a court of competent jurisdiction, such Trustee shall issue to such person and all persons, courts of competent jurisdiction, and entities (who shall be identified thereon both by name to the extent known and by class description), with authority hereunder to determine such requested Trustee's Disability, a valid authorization under the Health Insurance Portability and Accountability Act of 1996 and any other applicable or successor law authorizing all health care providers and all medical sources of such requested Trustee to release protected health information of the requested Trustee to such persons, courts and entities, that is relevant to the determination of the Disability of the requested Trustee as Disability is defined hereunder. The period of each such valid authorization shall be for six months (or the earlier death or resignation of the requested Trustee). If such requested Trustee refuses within thirty days of receipt of the request to deliver a valid authorization, or at any time revokes an authorization within its term, such requested Trustee shall thereupon be treated as having resigned as Trustee hereunder.

3. Authorization to Issue Certificate. All required authorizations under this paragraph shall include the power of a physician or psychiatrist to issue a written certificate to the appropriate persons or entities as provided in Subparagraph III.E.3 hereof.

ARTICLE IV. FIDUCIARIES

A. **Powers of the Trustee**. During my life except while I am Disabled, the Trustee shall exercise all powers provided by law and the following powers, other than the power to retain assets, only with my written approval. While I am Disabled and after my death, the Trustee shall exercise said powers without approval, provided that the Trustee shall exercise all powers in a fiduciary capacity.

1. Investments. To sell or exchange at public or private sale and on credit or otherwise, with or without security, and to lease for any term or perpetually, any property, real and personal, at any time forming a part of the trust estate (the "***estate***"); to grant and exercise options to buy or sell; to invest or reinvest in real or personal property of every kind, description and location; and to receive and retain any such property whether originally a part of any trust herein created or subsequently acquired, even if the Trustee is personally interested in such property, and without liability for any decline in the value thereof; all without limitation by any statutes or judicial decisions whenever enacted or announced, regulating investments or requiring diversification of investments, it being my intention to give the broadest investment powers and discretion to the Trustee. Any bank, trust company, or other corporate trustee serving hereunder as Trustee is authorized to invest in its own common trust funds.

2. Special Investments. The Trustee is expressly authorized (but not directed) to retain, make, hold, and dispose of investments not regarded as traditional for trusts, including interests or investments in privately held business and investment entities and enterprises, including without limitation stock in closely held corporations, limited partnership interests, joint venture interests, mutual funds, business trust interests, and limited liability company membership interests, notwithstanding (a) any applicable prudent investor rule or variation thereof, (b) common law or statutory diversification requirements (it being my intent that no such duty to diversify shall exist) (c) a lack of current cash flow therefrom, (d) the presence of any risk or speculative elements as compared to other available investments (it being my intent that the Trustee have sole and absolute discretion in determining what constitutes acceptable risk and what constitutes proper investment strategy), (e) lack of a reasonable rate of return, (f) risks to the preservation of principal, (g) violation of a Trustee's duty of impartiality as to different beneficiaries (it being my intent that no such duty exists for this purpose), and (h) similar limitations on investment under this Agreement or under law pertaining to investments that may or should be made by a Trustee (including without limitation the provisions of Fla.Stats. §518.11 and successor provisions thereto that would characterize such investments as forbidden, imprudent, improper or unlawful). The Trustee shall not be responsible to any trust created hereunder or the beneficiaries thereof for any loss resulting from any such authorized investment, including without limitation loss engendered by the higher risk element of that particular entity, investment, or enterprise, the failure to invest in more conservative investments, the failure to diversify trust assets, the prudent investor rule or variant thereof. Notwithstanding any provisions for distributions to beneficiaries hereunder, if the Trustee determines that the future potential investment return from any illiquid or closely held investment asset warrants the retention of that investment asset or that sufficient value could not be obtained from the sale or other disposition of an illiquid or closely held investment asset, the Trustee is authorized to retain that asset and if necessary reduce the distributions to beneficiaries due to lack of sufficient liquid or marketable assets. However, the preceding provisions of this Subparagraph shall not be exercised in a manner as to jeopardize the availability of the estate tax marital deduction for assets passing to or held in the a trust for my surviving spouse or that would otherwise qualify for the estate tax marital deduction but for such provisions, shall not override any express powers hereunder of my surviving spouse to demand conversion of unproductive property to productive property, or reduce any income distributions otherwise required hereunder for a trust held for the benefit of my surviving spouse or a "qualified subchapter S trust" as that term is defined in Code Section 1361(d)(3).

3. Distributions. To make any division or distribution pro rata or non-pro rata, in cash or in kind, and to allocate undivided interests in property and dissimilar property (without regard to its tax basis) to different shares.

4. Management. To manage, develop, improve, partition or change the character of an asset or interest in property at any time; and to make ordinary and extraordinary repairs, replacements, alterations and improvements, structural or otherwise.

5. Borrowing. To borrow money from anyone on commercially reasonable terms, including entities owned in whole or in part by the trust, a Trustee, beneficiaries and other persons who may have a direct or indirect interest in a Trust; and to mortgage, margin, encumber and pledge real and

personal property of a trust as security for the payment thereof, without incurring any personal liability thereon and to do so for a term within or extending beyond the terms of the trust and to renew, modify or extend existing borrowing on similar or different terms and with the same or different security without incurring any personal liability; and such borrowing from a Trustee may be with or without interest, and may be secured with a lien on trust assets.

6. Lending. To extend, modify or waive the terms of any obligation, bond or mortgage at any time forming a part of a trust and to foreclose any such mortgage; accept a conveyance of encumbered property, and take title to the property securing it by deed in lieu of foreclosure or otherwise and to satisfy or not satisfy the indebtedness securing said property; to protect or redeem any such property from forfeiture for nonpayment of taxes or other lien; generally, to exercise as to such bond, obligation or mortgage all powers that an absolute owner might exercise; and to loan funds to beneficiaries at commercially reasonable rates, terms and conditions.

7. Abandonment of Property. To abandon any property or asset when it is valueless or so encumbered or in such condition that it is of no benefit to a trust. To abstain from the payment of taxes, liens, rents, assessments, or repairs on such property and/or permit such property to be lost by tax sale, foreclosure or other proceeding or by conveyance for nominal or no consideration to anyone including a charity or by escheat to a state; all without personal liability incurred therefor.

8. Real Property Matters. To subdivide, develop or partition real estate; to purchase or sell real property and to enter into contracts to do the same; to dedicate the same to public use; to make or obtain the location of any plats; to adjust boundaries; to adjust differences in valuations on exchange or partition by giving or receiving consideration; and, to grant easements with or without consideration as the fiduciaries may determine; and to demolish any building, structures, walls and improvements, or to erect new buildings, structures, walls and improvements and to insure against fire and other risks; and to protect and conserve, or to lease, or to encumber, or otherwise to manage and dispose of real property to the extent such power is not otherwise granted herein or otherwise restricted herein.

9. Claims. To enforce, compromise, adjust, arbitrate, release or otherwise settle or pay any claims or demands by or against a trust.

10. Business Entities. To deal with any business entity or enterprise even if a Trustee is or may be a fiduciary of or own interests in said business entity or enterprise, whether operated in the form of a corporation, partnership, business trust, limited liability company, joint venture, sole proprietorship, or other form (all of which business entities and enterprises are referred to herein as "***Business Entities***"). I vest the Trustee with the following powers and authority in regard to Business Entities:

a. To retain and continue to operate a Business Entity for such period as the Trustee deems advisable;

b. To control, direct and manage the Business Entities. In this connection, the Trustee, in its sole discretion, shall determine the manner and extent of its active participation in the operation and may delegate all or any part of its power to supervise and operate to such person or persons as the Trustee may select, including any associate, partner, officer or employee of the Business Entity;

c. To hire and discharge officers and employees, fix their compensation and define their duties; and similarly to employ, compensate and discharge agents, attorneys, consultants, accountants, and such other representatives as the Trustee may deem appropriate; including the right to employ any beneficiary or fiduciary in any of the foregoing capacities;

d. To invest funds in the Business Entities, to pledge other assets of a trust as security for loans made to the Business Entities, and to lend funds from a trust to the Business Entities;

e. To organize one or more Business Entities under the laws of this or any other state or country and to transfer thereto all or any part of the Business Entities or other property of a trust, and to receive in exchange such stocks, bonds, partnership and member interests, and such other securities or interests as the Trustee may deem advisable;

f. To treat Business Entities as separate from a trust. In a Trustee's accounting to any beneficiary, the Trustee shall only be required to report the earnings and condition of the Business Entities in accordance with standard business accounting practice;

g. To retain in Business Entities such net earnings for working capital and other purposes of the Business Entities as the Trustee may deem advisable in conformity with sound business practice;

h. To sell or liquidate all or any part of the Business Entities at such time and price and upon such terms and conditions (including credit) as the Trustee may determine. My Trustee is specifically authorised and empowered to make such sale to any person, including any partner, officer, or employee of the Business Entities, a fiduciary, or to any beneficiary; and

i. To guaranty the obligations of the Business Entities, or pledge assets of a trust to secure such a guaranty.

11. Principal and Income. To allocate items of income or expense between income and principal as permitted or provided by the laws of the State of Florida but without limiting the availability of the estate tax marital deduction, provided that the Trustee shall not be required to provide a rate of return on unproductive property unless otherwise provided in this instrument.

12. Life Insurance. With respect to any life insurance policies constituting an asset of a trust, to pay premiums; to apply dividends in reduction of such premiums; to borrow against the cash values thereof; to convert such policies into other forms of insurance, including paid-up insurance; to

exercise any settlement options provided in any such policies; to receive the proceeds of any policy upon its maturity and to administer such proceeds as a part of the principal of the Trust; and in general, to exercise all other options, benefits, rights and privileges under such policies.

13. Continuing Power. To continue to have or exercise, after the termination of a trust, in whole or in part, and until final distribution thereof, all title, power, discretions, rights and duties conferred or imposed upon the Trustee by law or by this Agreement or during the existence of the trust.

14. Exoneration. To provide for the exoneration of the Trustee from any personal liability on account of any arrangement or contract entered into in a fiduciary capacity.

15. Agreements. To comply with, amend, modify or rescind any agreement made during my lifetime, including those regarding the disposition, management or continuation of any closely held unincorporated business, corporation, partnership or joint venture, and including the power to complete contracts to purchase and sell real estate.

16. Voting. To vote and give proxies, with power of substitution to vote, stocks, bonds and other securities, or not to vote a security.

17. Combination of Shares. To hold the several shares of a trust or several Trusts as a common fund, dividing the income proportionately among them, to assign undivided interests to the several shares or Trusts, and to make joint investments of the funds belonging to them. For such purposes and insofar as may be practicable, the Trustee, to the extent that division of the trust estate is directed hereby, may administer the trust estate physically undivided until actual division thereof becomes necessary to make distributions. The Trustee may hold, manage, invest and account for whole or fractional trust shares as a single estate, making the division thereof by appropriate entries in the books of account only, and may allocate to each whole or fractional trust share its proportionate part of all receipts and expenses; provided, however, this carrying of several Trusts as a single estate shall not defer the vesting in possession of any whole or fractional share of a trust for the beneficiaries thereof at the times specified herein.

18. Reimbursement. To reimburse itself from a trust for reasonable expenses incurred in the administration thereof.

19. Reliance Upon Communication. To rely, in acting under a trust, upon any letter, notice, certificate, report, statement, document or other paper, or upon any telephone, telegraph, cable, wireless or radio message, if believed by the Trustee to be genuine, and to be signed, sealed, acknowledged, presented, sent, delivered or given by or on behalf of the proper person, firm or corporation, without incurring liability for any action or inaction based thereon.

20. Assumptions. To assume, in the absence of written notice to the contrary from the person or persons concerned, that a fact or an event, by reason of which an interest or estate under

a trust shall commence or terminate, does not exist or has not occurred, without incurring liability for any action or inaction based upon such assumption.

21. Service as Custodian. To serve as successor custodian for any beneficiary of any gifts that I may have made under any Transfer to Minors Act, if at the time of my death no custodian is named in the instrument creating the gift.

22. Removal of Assets. The Trustee may remove from the domiciliary state during the entire duration of a trust or for such lesser period as it may deem advisable, any cash, securities or other property at any time in its hands whether principal or not, and to take and keep the same outside the domiciliary state and at such place or places within or outside the borders of the United States as it may determine, without in any event being chargeable for any loss or depreciation to the trust which may result therefrom.

23. Change of Situs. The situs and/or applicable law of any trust created hereunder may be transferred to such other place as the Trustee may deem to be for the best interests of the trust estate. In so doing, the Trustee may resign and appoint a successor Trustee, but may remove such successor Trustee so appointed and appoint others. Each successor Trustee may delegate any and all fiduciary powers, discretionary and ministerial, to the appointing Trustee as its agent.

24. Fiduciary Outside Domiciliary State. In the event the Trustee shall not be able and willing to act as Trustee with respect to any property located outside the domiciliary state, the Trustee, without order of court, may appoint another individual or corporation (including any employee or agent of any appointing Trustee) to act as Trustee with respect to such property. Such appointed Trustee shall have all of the powers and discretions with respect to such property as are herein given to the appointing Trustee with respect to the remaining trust assets. The appointing Trustee may remove such appointed Trustee and appoint another upon ten (10) days notice in writing. All income from such property, and if such property is sold, exchanged or otherwise disposed of, the proceeds thereof, shall be remitted to the appointing Trustee, to be held and administered by it as Trustee hereunder. Such appointed Trustee may employ the appointing Trustee as agent in the administration of such property. No surety shall be required on the bond of the Trustee or agent acting under the provisions of this paragraph. No periodic court accounting shall be required of such appointed Trustee, it being my intention to excuse any statutory accounting which may ordinarily be required.

25. Selection of Assets for Marital Trust. The Trustee shall have sole discretion to determine which assets shall be allocated to the Marital Trust; provided, if possible no assets or the proceeds of any assets which do not qualify for the federal estate tax marital deduction shall be allocated to the Marital Trust. To the extent that other assets qualifying for the marital deduction are available, the Trustee shall not allocate to the Marital Trust any assets with respect to which a credit for foreign taxes paid is allowable under the Code, nor any policy of insurance on the life of my spouse. Any allocation of assets among the Family Trust and the Marital Trust shall, with respect to each such trust, be comprised of assets having an aggregate market value at the time of such allocation fairly representative of the net appreciation or depreciation in the value of the property available for such

allocation between the date of valuation for federal estate tax purposes and the date or dates of said allocation and selection.

26. Additions. To receive and accept additions to the Trusts in cash or in kind from donors, executors, administrators, Trustee or attorneys in fact, including additions of my property by the Trustee or others as my attorneys in fact.

27. Title and Possession. To have title to and possession of all real or personal property held in the Trusts, and to register or hold title to such property in its own name or in the name of its nominee, without disclosing its fiduciary capacity, or in bearer form.

28. Dealing with Estates. To use principal of the Trusts to make loans to my estate, with or without interest, and to make purchases from my estate or my spouse's estate.

29. Agents. To employ persons, including attorneys, auditors, investment advisers, and agents, even if they are the Trustee or associated with the Trustee, to advise or assist the Trustee in the performance of its administrative duties and to pay compensation and costs incurred in connection with such employment from the assets of the Trust; to act without independent investigation upon their recommendations; and, instead of acting personally, to employ one or more agents to perform any act of administration, whether or not discretionary.

30. Tax Elections. To file tax returns, and to exercise all tax-related elections and options at its discretion, without compensating adjustments or reimbursements between any of the Trusts or any of the trust accounts or any beneficiaries.

B. Resignation. A Trustee may resign with or without cause, by giving no less than 30 days advance written notice, specifying the effective date of such resignation, to its successor Trustee and to the persons required and in the manner provided under Fla.Stats. §§736.0705(1)(a) and 736.0109. As to any required recipient, deficiencies in fulfilling the foregoing resignation requirements may be waived in a writing signed by such recipient. Upon the resignation of a Trustee, such Trustee shall be entitled to reimbursement from the trust for all reasonable expenses incurred in the settlement of accounts and in the transfer of assets to his or her successor.

C. Appointment of Successor Trustee.

1. Appointment. Upon a Trustee's resignation, or if a Trustee becomes Disabled or for any reason ceases to serve as Trustee, I may appoint any person or persons as successor Trustee, and in default of such appointment by me, SHIRLEY and WILLIAM E. STANSBURY ("***BILL***"), or either of them alone if the other is unable to serve, shall serve as successor co-Trustees or Trustee as the case may be. Notwithstanding the foregoing, if a named Trustee is not a U.S. citizen or resident at the time of commencement of his term as Trustee, such Trustee should give due consideration to declining to serve to avoid potential adverse U.S. income tax consequences by reason of the characterization of a

trust hereunder as a foreign trust under the Code, but shall not be construed to have any duty to so decline if such Trustee desires to serve.

2. Specific Trusts. Notwithstanding the preceding provisions of this Subparagraph IV.C, subsequent to my death I specifically appoint the following person or persons as Trustee of the following Trusts under the following described circumstances:

a. Trustee of the Marital Trust. SHIRLEY shall serve as Trustee of the Marital Trust. While serving as Trustee, my spouse may designate a co-Trustee to serve with my spouse and my spouse may remove and/or replace such co-Trustee from time to time.

b. Trustee of the Family Trust. SHIRLEY shall serve as Trustee of the Family Trust. While serving as Trustee, my spouse may designate a co-Trustee that is not a Related or Subordinate Party to serve with my spouse and my spouse may remove and/or replace such co-Trustee with another that is not a Related or Subordinate Party from time to time.

c. Trustee of Separate Trusts for My Children. Each child of mine shall serve as sole Trustee of his or her separate trust. While serving alone as Trustee, a child of mine may designate a co-Trustee that is not a Related or Subordinate Party to serve with such child and such child may remove and/or replace such co-Trustee with another that is not a Related or Subordinate Party from time to time.

d. Trustee of Separate Trusts for My Lineal Descendants Other Than My Children. In regard to a separate trust held for a lineal descendant of mine other than a child of mine which lineal descendant is the sole current mandatory or discretionary income beneficiary, each such lineal descendant shall serve as co-Trustee, or sole Trustee if the preceding described Trustees cease or are unable to serve or to continue to serve, of his or her separate trust upon reaching age twenty-five (25).

3. Successor Trustees Not Provided For. Whenever a successor Trustee or co-Trustee is required and no successor or other functioning mechanism for succession is provided for under the terms of this Trust Agreement , the last serving Trustee or the last person or entity designated to serve as Trustee of the applicable trust may appoint his or her successor, and if none is so appointed, the following persons shall appoint a successor Trustee (who may be one of the persons making the appointment):

a. The remaining Trustees, if any; otherwise,

b. A majority of the permissible current mandatory or discretionary income beneficiaries, including the natural or legal guardians of any beneficiaries who are Disabled.

A successor Trustee appointed under this subparagraph shall not be a Related or Subordinate Party of the trust. The appointment will be by a written document executed by such person in the presence of two

witnesses and acknowledged before a notary public delivered to the appointed Trustee and to me if I am living and not Disabled or in a valid last Will. Notwithstanding the foregoing, a designation under this Subparagraph of a successor trustee to a corporate or entity trustee shall be limited to a corporate or entity trustee authorized to serve as such under Florida law with assets under trust management of no less than one billion dollars.

4. Power to Remove Trustee. Subsequent to my death, the age 25 or older permissible current mandatory or discretionary income beneficiaries from time to time of any trust established hereunder shall have the power to unanimously remove a Trustee of such trust at any time with or without cause, with the successor Trustee to be determined in accordance with the foregoing provisions.

D. Method of Appointment of Trustee. Any such appointment of a successor Trustee by a person shall be made in a written instrument executed by such person in the presence of two witnesses and acknowledged before a notary public which is delivered to such appointed Trustee during the lifetime of the person making such appointment, or any such appointment of a successor Trustee by a person may be made under the last Will of such person.

E. Limitations on Removal and Replacement Power. Any power to remove and/or replace a trustee hereunder that is granted to an individual (including such power when reserved to me) is personal to that individual and may not be exercised by a guardian, power of attorney holder, or other legal representative or agent.

F. Successor Fiduciaries. No Trustee is responsible for, nor has any duty to inquire into, the administration, acts or omissions of any executor, administrator, Personal Representative, or trustee or attorney-in-fact adding property to these Trusts, or of any predecessor Trustee. Each successor Trustee has all the powers, privileges, immunities, rights and title (without the execution of any instrument of transfer or any other act by any retiring Trustee) and all the duties of all predecessors.

G. Liability and Indemnification of Trustee.

1. Liability in General. No individual Trustee (that is, a Trustee that is not a corporation or other entity) shall be liable for any of his or her actions or failures to act as Trustee, even if the individual Trustee is found by a court to have been negligent or in breach of fiduciary duty, except for liability caused by his or her actions or failures to act done in bad faith or with reckless indifference to the purposes of the trust or the interests of the beneficiaries. Each Trustee that is a corporation or other entity will be liable for its actions or failures to act that are negligent or that breach its fiduciary duty, without contribution by any individual Trustee.

2. Indemnification of Trustee. Except in regard to liabilities imposed on a Trustee under Subparagraph IV.G.1, each Trustee shall be held harmless and indemnified from the assets of the trust for any liability, damages, attorney's fees, expenses, and costs incurred as a result of its service as Trustee. A Trustee who ceases to serve for any reason will be entitled to receive reasonable security from

the assets of the trust to protect it from liability, and may enforce these provisions for indemnification against the current Trustee or against any assets held in the trust, or if the former Trustee is an individual and not a corporation or other entity, against any beneficiary to the extent of distributions received by that beneficiary. This indemnification right extends to the estate, personal representatives, legal successors and assigns of a Trustee.

3. Indemnification of Trustee - Additional Provisions. I recognize that if a beneficiary accuses a Trustee of wrongdoing or breach of fiduciary duty, the Trustee may have a conflict of interest that ordinarily would prevent it from paying legal fees and costs from the trust estate to defend itself. I do not want to put a financial burden on any individual named to serve as a Trustee. Just as important, I do not want an individual who has been selected to serve as a Trustee to be reluctant to accept the position, or while serving to be intimidated in the performance of the Trustee's duties because of the threats of lawsuits that might force the Trustee to pay fees and costs from the Trustee's personal resources. For this reason, I deliberately and intentionally waive any such conflict of interest with respect to any individual serving as Trustee so that he or she can hire counsel to defend himself or herself against allegations of wrongdoing or if sued for any reason (whether by a beneficiary or by someone else) and pay all fees and costs for his or her defense from the trust estate until the dispute is resolved. I understand and agree that a court may award, disallow or allocate fees and costs in whole or in part after the dispute is resolved, as provided by law. The Trustee will account for all such fees and costs paid by it as provided by law. This provision shall not apply to any Trustee that is a corporation or other entity.

H. Compensation, Bond. Each Trustee is entitled to be paid reasonable compensation for services rendered in the administration of the trust. Reasonable compensation for a non-individual Trustee will be its published fee schedule in effect when its services are rendered unless otherwise agreed in writing, and except as follows. Any fees paid to a non-individual Trustee for making principal distributions, for termination of the trust, and upon termination of its services must be based solely on the value of its services rendered, not on the value of the trust principal. During my lifetime the Trustee's fees are to be charged wholly against income (to the extent sufficient), unless directed otherwise by me in writing. Each Trustee shall serve without bond.

I. Maintenance of Records. The Trustee shall maintain accurate accounts and records. It shall render annual statements of the receipts and disbursements of income and principal of a trust upon the written request of any adult vested beneficiary of such trust or the guardian of the person of any vested beneficiary and the approval of such beneficiary shall be binding upon all persons then or thereafter interested in such trust as to the matters and transactions shown on such statement. The Trustee may at any time apply for a judicial settlement of any account. No Trustee shall be required to file any statutory or other periodic accountings of the administration of a trust.

J. Interested Trustee. The Trustee may act under this Agreement even if interested in these Trusts in an individual capacity, as a fiduciary of another trust or estate (including my estate) or in any other capacity. The Trustee may in good faith enter into a sale, encumbrance, or other transaction involving the investment or management of trust property for the Trustee's own personal account or which is otherwise affected by a conflict between the Trustee's fiduciary and personal interests, without

liability and without being voidable by a beneficiary. The Trustee is specifically authorized to make loans to, to receive loans from, or to sell, purchase or exchange assets in a transaction with (i) the Trustee's spouse, (ii) the Trustee's children or grandchildren, siblings, parents, or spouses of such persons, (iii) an officer, director, employee, agent, or attorney of the Trustee, or (iv) a corporation, partnership, limited liability company, or other business entity in which the Trustee has a financial interest, provided that in any transaction the trusts hereunder receive fair and adequate consideration in money or money's worth. The Trustee may renounce any interest or expectancy of a trust in, or an opportunity to participate in, specified business opportunities or specified classes or categories of business opportunities that are presented to the Trustee. Such renunciation shall not prohibit the Trustee from participating in the Trustee's individual capacity in such opportunity or expectancy.

K. **Third Parties**. No one dealing with the Trustee need inquire into its authority or its application of property.

L. **Merger of Trusts**. If the Trustee is also trustee of a trust established by myself or another person by will or trust agreement, the beneficiaries to whom income and principal may then be paid and then operative terms of which are substantially the same as those of a trust held under this Agreement, the Trustee in its discretion may merge either such trust into the other trust. The Trustee, in exercising its discretion, shall consider economy of administration, convenience to the beneficiaries, tax consequences and any other factor it considers important. If it is later necessary to reestablish the merged trust as separate trusts, it shall be divided proportionately to the value of each trust at the time of merger.

M. **Multiple Trustees**. If two Trustees are serving at any time, any power or discretion of the Trustees may be exercised only by their joint agreement. Either Trustee may delegate to the other Trustee the authority to act on behalf of both Trustees and to exercise any power held by the Trustees. If more than two Trustees are serving at any time, and unless unanimous agreement is specifically required by the terms of this Trust Agreement, any power or discretion of the Trustees may be exercised only by a majority. The Trustees may delegate to any one or more of themselves the authority to act on behalf of all the Trustees and to exercise any power held by the Trustees. Trustees who consent to the delegation of authority to other Trustees will be liable for the consequences of the actions of those other Trustees as if the consenting Trustees had joined the other Trustees in performing those actions. A dissenting Trustee who did not consent to the delegation of authority to another Trustee and who has not joined in the exercise of a power or discretion cannot be held liable for the consequences of the exercise. A dissenting Trustee who joins only at the direction of the majority will not be liable for the consequences of the exercise if the dissent is expressed in writing delivered to any of the other Trustees before the exercise of that power or discretion.

ARTICLE V. ADDITIONAL TAX AND RELATED MATTERS

A. **GST Trusts**.

1. **Family Trust**. I direct (a) that the Trustee shall divide any trust other than the Marital Trust to which there is allocated any GST exemption into two separate Trusts (each subject to the provisions of this Trust Agreement relating to the trust that is being divided) so that the generation-skipping tax inclusion ratio of one such trust is zero.

2. **Marital Trust.** I direct that, if possible, (a) the Trustee shall divide the Marital Trust into two separate Marital Trusts (each subject to the provisions hereof concerning the Marital Trust) so that through allocation of my GST exemption remaining unallocated at my death and not otherwise allocated to transfers occurring at or by reason of my death (including allocations to the Family Trust), if any, the generation-skipping tax inclusion ratio of one such Marital Trust is zero (the GST Marital Trust), (b) my Personal Representative to exercise the election provided by Code Section 2652(a)(3) as to the GST Marital Trust, and (c) that upon the death of my spouse the total amount recoverable by my spouse's estate from the property of the Marital Trusts under Code Section 2207A shall first be recoverable in full from the non-GST Marital Trust to the extent thereof.

3. **Misc**. I direct that (a) upon the death of the survivor of me and my spouse, any property then directed to be paid or distributed which constitutes a direct skip shall be paid first from property then exempt from generation-skipping taxation (by reason of the allocation of any GST exemption) to the extent thereof, (b) property exempt from generation-skipping taxation (by reason of the allocation of any GST exemption) and not directed to be paid or distributed in a manner which constitutes a direct skip shall be divided and distributed as otherwise provided herein and held for the same persons designated in Trusts separate from any property then also so divided which is not exempt from generation-skipping taxation, and (c) if upon the death of a beneficiary a taxable termination would otherwise occur with respect to any property held in trust for him or her with an inclusion ratio greater than zero, such beneficiary shall have with respect only to such property a power to appoint such fractional share thereof which if included in such beneficiary's gross estate for federal estate tax purposes (without allowing any deduction with respect to such share) would not be taxed at the highest federal estate tax rate and such fractional share of such property shall be distributed to such persons including only such beneficiary's estate, spouse, and lineal descendants, in such estates, interests, and proportions as such beneficiary may, by a will specifically referring to this general power appoint, and any part of a trust such beneficiary does not effectively appoint shall be treated as otherwise provided for disposition upon his or her death, provided, if upon his or her death two or more Trusts for his or her benefit are directed to be divided among and held or distributed for the same persons and the generation-skipping tax inclusion ratio of any such trust is zero, the amount of any other such trust to which there is allocated any of such beneficiary's GST exemption shall be added to the Trusts with generation-skipping tax inclusion ratios of zero in equal shares. I request (but do not require) that if two or more Trusts are held hereunder for any person, no principal be paid to such person from the Trusts with the lower inclusion ratios for generation-skipping tax purposes unless the trust with the highest inclusion ratio has been exhausted by use, consumption, distribution, or otherwise or is not reasonably available. Notwithstanding any other provision of this Trust Agreement, for purposes of funding any pecuniary payment or trust division to which there is allocated any GST exemption, such payment or trust division allocation shall be satisfied with cash or property which fairly represents appreciation and depreciation (occurring between the valuation date and the date of distribution) in all of the assets from which such

distribution or allocation could be made, and any pecuniary payment made before a residual transfer of property to which any GST exemption is allocated shall be satisfied with cash or property which fairly represents appreciation and depreciation (occurring between the valuation date and the date of distribution) in all of the assets from which such pecuniary payment could be satisfied and shall be allocated a pro rata share of income earned by all such assets between the valuation date and the date of payment. In regard to the division or severance of a trust hereunder, including the Marital Trust, such division or severance shall be made in a manner that all resulting trusts are recognized for purposes of Chapter 13 of the Code, including without limitation complying with the requirements of Treas.Regs. §26.2654-1(b). Except as otherwise expressly provided herein, the valuation date with respect to any property shall be the date as of which its value is determined for federal estate tax purposes with respect to the transferor thereof, and subject to the foregoing, property distributed in kind in satisfaction of any pecuniary payment shall be selected on the basis of the value of such property on the valuation date. All terms used in this Article which are defined or explained in Chapter 13 of the Code or the regulations thereunder shall have the same meaning when used herein. The Trustee is authorized and directed to comply with the provisions of the Treasury Regulations interpreting the generation skipping tax provisions of the Code in severing or combining any trust, creating or combining separate trust shares, allocating GST exemption, or otherwise, as necessary to best accomplish the foregoing allocations, inclusion ratios, combinations, and divisions, including, without limitation, the payment of "appropriate interest" as determined by the Trustee as that term is applied and used in said Regulations.

B. **Individual Retirement Accounts**. In the event that this trust or any trust created under this Agreement is the beneficiary of an Individual retirement account established and maintained under Code Section 408 or a qualified pension, profit sharing or stock bonus plan established and maintained under Code Section 401 (referred to in this paragraph as "IRA"), the following provisions shall apply to such trust:

1. I intend that the beneficiaries of such trust shall be beneficiaries within the meaning of Code Section 401(a)(9) and the Treasury Regulations thereunder. All provisions of such trust shall be construed consistent with such intent. Accordingly, the following provisions shall apply to such trust:

a. No benefits from any IRA may be used or applied for the payment of any debts, taxes or other claims against my estate as set forth in the later paragraph captioned "Taxes", unless other assets of this trust are not available for such payment.

b. In the event that a beneficiary of any trust created under this Agreement has a testamentary general power of appointment or a limited power of appointment over all or any portion of any trust established under this Agreement, and if such trust is the beneficiary of any benefits from any IRA, the beneficiary shall not appoint any part of such trust to a charitable organization or to a lineal descendant of mine (or a spouse of a lineal descendant of mine) who is older than the beneficiary whose life expectancy is being used to calculate distributions from such IRA.

2. The Trustee shall deliver a copy of this Agreement to the custodian of any IRA of which this trust or any trust created under this Agreement is the named beneficiary within the time period prescribed Code Section 401(a)(9) and the Treasury Regulations thereunder, along with such additional items required thereunder. If the custodian of the IRA changes after a copy of this Agreement has been provided pursuant to the preceding sentence, the Trustee shall immediately provide a copy of this Agreement to the new custodian. The Trustee shall request each custodian to complete a receipt of the Agreement and shall attach such receipt to this Agreement. The Trustee shall provide a copy of each amendment of this Agreement to the custodian and shall obtain a receipt of such amendment.

C. **Gift Transfers Made From Trust During My Lifetime**. I direct that all gift transfers made from the trust during my lifetime be treated for all purposes as if the gift property had been first withdrawn by (or distributed to) me and then transferred by me to the donees involved. Thus, in each instance, even where title to the gift property is transferred directly from the name of the trust (or its nominee) into the name of the donee, such transfer shall be treated for all purposes as first a withdrawal by (or distribution of the property to) me followed by a gift transfer of the property to the donee by me as donor, the Trustee making the actual transfer in my behalf acting as my attorney in fact, this paragraph being, to that extent, a power of attorney from me to the Trustee to make such transfer, which power of attorney shall not be affected by my Disability, incompetence, or incapacity.

D. **Death Costs**. If upon my death the Trustee hold any United States bonds which may be redeemed at par in payment of federal estate tax, the Trustee shall pay the federal estate tax due because of my death up to the amount of the par value of such bonds and interest accrued thereon at the time of payment. The Trustee shall also pay from the trust all of my following death costs, but if there is an acting executor, administrator or Personal Representative of my estate my Trustee shall pay only such amounts of such costs as such executor, administrator or Personal Representative directs:

1. my debts which are allowed as claims against my estate,

2. my funeral expenses without regard to legal limitations,

3. the expenses of administering my estate,

4. the balance of the estate, inheritance and other death taxes (excluding generation-skipping transfer taxes unless arising from direct skips), and interest and penalties thereon, due because of my death with respect to all property whether or not passing under my Will or this Agreement (other than property over which I have a power of appointment granted to me by another person, and qualified terminable interest property which is not held in a trust that was subject to an election under Code Section 2652(a)(3) at or about the time of its funding) and life insurance proceeds on policies insuring my life which proceeds are not held under this trust or my probate estate at or by reason of my death), and

5. any gifts made in my Will or any Codicil thereto.

The Trustee may make any such payment either to my executor, administrator or Personal Representative or directly to the proper party. The Trustee shall not be reimbursed for any such payment, and is not responsible for the correctness or application of the amounts so paid at the direction of my executor, administrator, or Personal Representative. The Trustee shall not pay any of such death costs with any asset which would not otherwise be included in my gross estate for federal or state estate or inheritance tax purposes, or with any asset which otherwise cannot be so used, such as property received under a limited power of appointment which prohibits such use. Further, no payment of any such death costs shall be charged against or paid from the tangible personal property disposed of pursuant to the prior paragraph captioned "Disposition of Tangible Personal Property" nor from the Marital Trust.

E. **Marital Trust**. I intend the maximum obtainable reduction of federal estate tax due by reason of my death by use of the federal estate tax marital deduction, and qualification of all property of the Marital Trust for the marital deduction. This Agreement shall be construed and all powers shall be exercised consistent with such intent. For example, the Trustee shall not allocate any receipt to principal or any disbursement to income if such allocation understates the net income of the Marital Trust under Florida law; and upon the written demand of my spouse, the Trustee shall convert unproductive or underproductive property of said trust into productive property within a reasonable time notwithstanding any other provision hereunder. The foregoing not withstanding, if my spouse survives me but dies within six months after my death, the Marital Trust provided in Subparagraph II.B will be reduced to that amount, if any, required to obtain for my estate an estate tax marital deduction resulting in the lowest combined estate taxes in my estate and my spouse's estate, on the assumption that my spouse died after me on the date of my death, that my spouse's estate is valued on the same date and in the same manner as my estate is valued for federal estate tax purposes, and that elections in my spouse's estate were made that would be consistent with minimizing taxes. The purpose of this provision is to equalize, insofar as possible, our estates for federal estate tax purposes, based on the above assumptions.

F. **Subchapter S Stock**. Regardless of anything herein to the contrary, in the event that after my death the principal of a trust includes stock in a corporation for which there is a valid election to be treated under the provisions of Subchapter S of the Code, the income beneficiary of such a trust is a U.S. citizen or U.S. resident for federal income tax purposes, and such trust is not an "electing small business trust" under Code Section 1361(e)(1) in regard to that corporation, the Trustee shall (a) hold such stock as a substantially separate and independent share of such trust within the meaning of Code Section 663(c), which share shall otherwise be subject to all of the terms of this Agreement, (b) distribute all of the income of such share to the one income beneficiary thereof in annual or more frequent installments, (c) upon such beneficiary's death, pay all accrued or undistributed income of such share to the beneficiary's estate, (d) distribute principal from such share during the lifetime of the income beneficiary only to such beneficiary, notwithstanding any powers of appointment granted to any person including the income beneficiary, and (e) otherwise administer such share in a manner that qualifies it as a "qualified Subchapter S trust" as that term is defined in Code Section 1361(d)(3), and shall otherwise manage and administer such share as provided under this Agreement to the extent not inconsistent with the foregoing provisions of this paragraph.

G. **Residence as Homestead**. Regardless of anything herein to the contrary, while any residential real property located in Florida is owned by a trust, I, or my spouse if I am not then living and such trust is the Marital Trust, shall have the right to use, possess and occupy such residence as a personal residence so that such right shall constitute a possessory right in such real property within the meaning of Florida Statute Section 196.041.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Trust Agreement on the date first above written.

SETTLOR and TRUSTEE:

SIMON L. BERNSTEIN

This instrument was signed by SIMON L. BERNSTEIN in our presence, and at the request of and in the presence of SIMON L. BERNSTEIN and each other, we subscribe our names as witnesses on this 20 day of May, 2008:

Print Name: ROBERT L. SPALLINA
Address: 7387 WISTERIA AVENUE
PARKLAND, FL 33076

Print Name: TRACI KRATISH
Address: 16068 GLENCREST AVE
DELRAY BEACH, FL 33446

STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20 day of May, 2008, by SIMON L. BERNSTEIN.

NOTARY PUBLIC-STATE OF FLORIDA
Kimberly Moran
Commission # DD766470
Expires: APR. 28, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

Signature - Notary Public-State of Florida

[Seal with Commission Expiration Date]

Print, type or stamp name of Notary Public

Personally Known ✓ or Produced Identification _____
Type of Identification Produced _____

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ATTACHMENT

The following property has been delivered in trust under this Agreement:

One Dollar ($1.00) Cash

During my life, the Trustee has no duty to maintain, invest, review, insure, account for, or any other responsibility with respect to trust property other than income producing property, or any duty to pay premiums on life insurance payable to the trust, and shall receive no fee for its services as Trustee based on any trust property other than income producing property.

SIMON L. BERNSTEIN, Settlor and Trustee

DURABLE POWER OF ATTORNEY

I, SIMON L. BERNSTEIN, Social Security No. 371-32-5211, of Palm Beach County, Florida, revoke all powers of attorney previously issued by me and appoint my spouse, SHIRLEY BERNSTEIN, as attorney-in-fact for me and to otherwise act for me and on my behalf, as provided herein:

a. To have access to any safe deposit box rented by me or by me with others (including authority to have it drilled), to remove the contents therefrom and to terminate the lease of the box.

b. To sell, purchase or to assign, transfer and deliver all cash, bonds, stocks, securities, annuities and other property of any kind, real or personal, owned by me.

c. To withdraw any funds standing to my credit or to my credit jointly with others in any bank, savings and loan association or other financial institution.

d. To endorse and deliver any checks, drafts, certificates of deposit, notes or other instruments for the payment of money payable to or belonging to me.

e. To convey any real property, interest in real property, or beneficial interest in a trust holding real property, including, but without limitation, homestead real property and real property in any type of joint ownership, including tenancy by the entireties, which I may own or possess.

f. To mortgage real property, including homestead real property, and to join with my spouse and my spouse's legal guardian where necessary, to accomplish this encumbrance.

g. To execute and deliver any assignment, stock power, deed or other instrument which my attorney-in-fact deems necessary or appropriate to carry out and effectuate this power of attorney, to sign my name to any instrument pertaining to or required in connection with the transfer of my property, and to give full receipts and discharges.

h. To delegate to a transfer agent or similar person the authority to register any stocks, bonds or other securities either into or out of the principal's or nominee's name.

i. To deal with retirement plans, including individual retirement account, rollovers, and voluntary contributions, changing the ownership or beneficiary designations on such accounts, plans and/or annuities.

j. To borrow funds to avoid forced liquidation of assets.

k. To enter into buy-sell agreements.

l. To deal with life insurance, including the power to cash in or change the ownership or beneficiary designations of life insurance policies, excluding, however, life insurance policies of which my attorney-in-fact is not an owner nor co-owner thereof but is an

insured thereof.

m. To forgive and collect debts.

n. To make and complete funding of charitable pledges.

o. To make statutory elections and disclaimers, including the power to disclaim or refuse to accept an inheritance, life insurance proceeds, or elective share.

p. To hire counsel and otherwise act to represent and/or protect my interest in any legal action.

q. To collect amounts due to me and to qualify me for various government entitlements such as Medicaid or Supplemental Social Security.

r. To deal with and collect proceeds from health and/or long term care insurance.

s. To sign tax returns, IRS powers of attorney, and to settle tax disputes.

t. Consistent with estate planning and tax minimization objectives, to make gifts on my behalf to such members of my family and/or charitable organizations as my said attorney-in-fact may deem advisable, but excluding gifts to my said attorney-in-fact, creditors of my attorney-in-fact and members of her/his family that discharge a support obligation of my attorney in fact.

u. To petition a court of competent jurisdiction for an elective share of the estate of my deceased spouse.

v. To convey any property, tangible or intangible, real or personal, to the trustee of a revocable trust of which I was an original grantor, including my homestead.

w. To execute any document on my behalf for the purpose of qualifying for any public/private benefit; and if when applying for Medicaid benefits, my income exceeds the income cap, to create an irrevocable income trust and to transfer so much of my income of said trust as will enable me to qualify for Medicaid benefits.

x. To exercise all rights and privileges over, or relating to the ownership of, property, including without limitation the exercise of voting rights relating to such property or ownership.

Every bank or other financial institution, insurance company, transfer agent, issuer, obligor, safe deposit box company, title insurance company or other person, firm or corporation to which this power of attorney or a photocopy hereof is presented is authorized to receive, honor and give effect to all

instruments signed pursuant to the foregoing authority without inquiring as to the circumstances of their issuance or the disposition of the property delivered pursuant thereto. All acts done hereunder by my attorney-in-fact after revocation of this power of attorney or after my death shall be valid and enforceable in favor of anyone who relies on this power of attorney and has not received prior actual written notice of the revocation or death. All acts done by my attorney-in-fact pursuant to this power shall be binding upon me and my heirs, devisees and personal representatives.

My said attorney-in-fact shall not be liable for any acts or decisions made by said attorney-in-fact in good faith and under the terms of this Durable Power of Attorney.

I give and grant unto my said attorney-in-fact full power and authority to do and perform all and every act and thing that may be requisite and necessary as fully to all intents and purposes as I might or could if personally present, hereby ratifying and confirming all that my said attorney-in-fact shall lawfully do or cause to be done by virtue of this power of attorney.

This Durable Power of Attorney shall not be affected by subsequent incapacity of the principal except as provided by statute.

IN WITNESS WHEREOF I have signed this Durable Power of Attorney this 20 day of May, 2008.

Signed in the presence of:

Print Name: Robert Spallina

SIMON L. BERNSTEIN

Print Name: IRAH KRATISH

STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20 day of May, 2008, by SIMON L. BERNSTEIN.

NOTARY PUBLIC-STATE OF FLORIDA
Kimberly Moran
Commission # DD766470
Expires: APR. 28, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

Kimberly Moran
Signature - Notary Public-State of Florida

[Seal with Commission Expiration Date]

Print, type or stamp name of Notary Public

Personally Known ✓ or Produced Identification _____
Type of Identification Produced _____

F:\WPDATA\drt\Bernstein, Shirley & Simon\2008 Estate Planning\Will of Simon L. Bernstein.wpd

LIVING WILL

I, SIMON L. BERNSTEIN, willfully and voluntarily make this declaration on this 29 day of May, 2008. I recognize that death is natural and is but a phase in the cycle of life. I do not fear death as much as I fear the indignity and futility of deterioration, dependence, and hopeless pain. If there is no reasonable medical expectation of my recovery from a physical or mental disability, I do not wish to be kept alive by artificial means or heroic measures.

Therefore, if my attending or treating physician and another consulting physician determine that there is no reasonable medical probability of my recovery from any of the following conditions, I direct that life-prolonging procedures be withheld or withdrawn when the application of those procedures would serve only to prolong artificially the process of dying, and that I be permitted to die naturally with only the administration of medication or the performance of any medical procedure deemed necessary to provide me with comfort care or to alleviate pain, even if that hastens my death:

(mark desired choices)

- x and I have a terminal condition (a condition caused by injury, disease, or illness from which there is no reasonable medical probability of recovery and which, without treatment, can be expected to cause death), or
- x and I have an end-stage condition (a condition that is caused by injury, disease, or illness which has resulted in severe and permanent deterioration, indicated by incapacity and complete physical dependency, and for which, to a reasonable degree of medical certainty, treatment of the irreversible condition would be medically ineffective), or
- x and I am in a persistent vegetative state (a permanent and irreversible condition of unconsciousness in which there is the absence of voluntary action or cognitive behavior of any kind, and an inability to communicate or interact purposefully with the environment).

In any of the situations described above, I direct that the following medical interventions be considered life-prolonging procedures the application of which would serve only to prolong artificially the process of dying and that I desire to be withheld or withdrawn:

(mark desired choices)

- x placement on ventilator or other mechanical devices,
- x surgical procedures and blood transfusion, except as needed to prevent or alleviate my suffering,
- x placement in an intensive care unit except as an absolute necessity to relieve my suffering,

_x_ chemotherapy or radiation therapy, unless there is a substantial medical probability my condition will materially improve from such therapy,

_x_ resuscitation efforts in the event of arrest of my heart or breathing,

_x_ active treatment of a new reversible condition such as newly-discovered cancer, heart attack, or pneumonia, and

_x_ artificial nutrition and hydration (providing food and water through tubes).

In regard to any medical intervention on the foregoing list which has not been marked, I do not desire the withholding of such unmarked intervention.

It is my intention that this declaration be honored by my family and physician as the final expression of my legal right to refuse medical or surgical treatment and to accept the consequences for such refusal. I understand that my wishes may place a heavy burden upon others, and so I make this declaration to assume sole responsibility for my decision and to mitigate any feelings of guilt that my wishes may cause.

I understand the full import of this declaration, and I am emotionally and mentally competent to make this declaration.

WITNESSES:

Address: ROBERT L. SPALLINA
7387 WISTERIA AVENUE
PARKLAND, FL 33076

Tele. #: 954 341 1220

SIMON L. BERNSTEIN

Address: 16068 GLENCREST AVE
DELRAY BEACH, FL 33446

Tele. #: (561) 495-1953

STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20 day of May, 2008, by SIMON L. BERNSTEIN.

NOTARY PUBLIC-STATE OF FLORIDA
Kimberly Moran
Commission # DD766470
Expires: APR. 28, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

Kimberly Moran
Signature - Notary Public-State of Florida

[Seal with Commission Expiration Date]

Print, type or stamp name of Notary Public

Personally Known ✓ or Produced Identification _____
Type of Identification Produced _____

DESIGNATION OF HEALTH CARE SURROGATE

If I am at any time incapable of making health care decisions for myself, and it is determined pursuant to Section 765.204, Florida Statutes, that I lack the capacity to make care decisions for myself or to provide informed consent, I designate:

Name: Shirley Bernstein
Address: 7020 Lions Head Lane, Boca Raton, FL 33496
Telephone: 561-477 9991

to serve as my health care surrogate to make all health care decisions for me, subject to the restrictions, if any, set forth herein and the statutory restrictions on a health care surrogate's powers, until such time as I regain the capacity to make such decisions or provide informed consent myself.

I further designate my health care surrogate as my personal representative under 45 CFR § 164.502(g), a portion of the regulations implementing the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), for all health care-related decisions, whose powers include the presently effective power to receive my protected health information and to authorize the disclosure and use of my protected health information as provided in 45 CFR 164.

By way of example and not in limitation, pursuant to the foregoing grants my health care surrogate may:

- act for me and to make all health care decisions for me in matters during my incapacity, as my surrogate deems to be in my best interest, and to execute on my behalf any documents necessary to implement such health care decisions;
- consult expeditiously with any health care providers to provide informed consent in my best interest, and to make health care decisions which my surrogate believes I would have made under the circumstances if I were capable of making such decisions;
- provide written consent using an appropriate form provided by any health care provider, including a physician's order not to resuscitate;
- request, receive and review any information concerning my mental and physical health, including but not limited to medical and hospital records and other protected health information as defined by HIPAA;
- apply for public and veterans' benefits, such as Medicare and Medicaid, for me and to have access to information regarding my income and assets and banking and financial records to the extent required to make application;
- authorize the release, use and disclosure of records including the protected health

information described above to appropriate persons as necessary to ensure the continuity of my health care;

- authorize my admission to or transfer from a licensed health care facility; and
- carry out the terms of any living will or declaration made by me.

For purposes of this instrument, "informed consent" means consent voluntarily given, after sufficient explanation and disclosure of the subject matter involved to enable the recipient to have a general understanding of the procedure and the available medically acceptable alternative procedures to make a knowing health care decision without duress or coercion. The term "health care decision" means informed consent, refusal of consent, or withdrawal of consent to health care, and includes the decision to apply for public benefits to defray the cost of health care.

I will furnish an exact copy of this designation to my health care surrogate and my alternate surrogate.

I affirm that this designation is not being made as a condition of treatment or admission to a health care facility.

Signed by Designator on this 20 day of May, 2008.

SIMON L. BERNSTEIN

WITNESSES:

Address: ROBERT L. SPALLINA
7387 WISTERIA AVENUE
PARKLAND, FL 33076

Tele. #: 954 341 1252

Address: 16068 GLENCREST AVE
DELRAY BEACH, FL 33446

Tele. #: (561) 495-1933

Note: The person designated as the health care surrogate cannot act as a witness to the execution of this designation. At least one witness must be a person who is neither the spouse nor a blood relative of the person making the designation.

STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20 day of May, 2008, by SIMON L. BERNSTEIN.

NOTARY PUBLIC-STATE OF FLORIDA
Kimberly Moran
Commission # DD766470
Expires: APR. 28, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

Kimberly Moran
Signature - Notary Public-State of Florida

[Seal with Commission Expiration Date]

Print, type or stamp name of Notary Public

Personally Known ✓ or Produced Identification _____

Type of Identification Produced _____

SIMON L. BERNSTEIN

IRREVOCABLE TRUST AGREEMENT

Prepared by:

Tescher & Spallina, P.A.
2101 Corporate Blvd., Suite 107, Boca Raton, Florida 33431
(561) 998-7847
www.tescherlaw.com

TESCHER & SPALLINA, P.A.

SIMON L. BERNSTEIN

IRREVOCABLE TRUST AGREEMENT

THIS AGREEMENT, made this 20 day of May, 2008, between SIMON L. BERNSTEIN, of Palm Beach County, Florida hereafter called "Trustor," and WILMINGTON TRUST COMPANY, a Delaware corporation, hereafter called "Trustee," WITNESSETH:

WHEREAS, Trustor desires to establish a trust of the property described in the attached "Schedule A" and other property which may be added from time to time, all of which is hereafter called the "trust fund;" and

WHEREAS, Trustee accepts such trust and agrees to administer it in accordance with the terms and conditions of this agreement;

NOW, THEREFORE, Trustor hereby gives Trustee the property described in "Schedule A," in trust, for the following purposes:

SECTION 1: DISTRIBUTION.

A. During Trustor's Lifetime. During Trustor's lifetime, Trustee may, from time to time and subject to Subsection D of this Section 1, distribute all, some, or none, of the net income and principal to Trustor and Trustor's wife, SHIRLEY BERNSTEIN, as Trustee deems appropriate. Trustee shall take into account other sources of funds available to them. Trustee shall accumulate any net income not so distributed and add it to principal, to be disposed of as a part of it.

B. On Trustor's Death. On Trustor's death, Trustee shall distribute the trust fund to such person or persons, other than Trustor, Trustor's creditors, Trustor's estate, and the creditors of Trustor's estate, in such manner and amounts, and on such terms, whether in trust or otherwise, as Trustor effectively appoints by specific reference hereto in his Will. However, Trustor may, from time to time, release this special power of appointment, in whole or in part, by a written instrument delivered to Trustee during his lifetime. On Trustor's death, Trustee shall distribute the remaining assets of this Trust to the then serving Trustee of the SIMON L. BERNSTEIN TRUST AGREEMENT dated May 13. 2008, as may be amended and restated from time to time, to be held and administered as provided thereunder.

C. Contingent Gift. If at any time Trustee holds any portion of the principal of any trust not disposed of effectively under the previous provisions, then at such time Trustee shall distribute such principal, free from trust, to such then living person or persons as are then determined to be Trustor's distributees by the application of the intestacy laws of the State of Delaware governing the distribution of intestate personal property then in effect, as though Trustor had died at that particular time, intestate, a resident of the State of Delaware and owning such property then so distributable.

D. Distribution Adviser. Trustee shall exercise its discretionary power to distribute income and/or principal to Trustor's wife pursuant to Subsection A of this Section 1 only with the written consent of the distribution adviser who shall be Trustor, so long as he is willing and able to act in such capacity. If at any time there is no distribution adviser, or if such adviser fails to express in writing to Trustee consent or disapproval as to the exercise of any discretionary power within fifteen (15) calendar days after Trustee has sent a written request for such consent to such adviser's last known address by certified mail (or by any other means for which the sender shall have evidence of receipt by the addressee), Trustee may act in the matter as it deems appropriate. The distribution adviser shall act in a fiduciary capacity and conform to the purposes of this agreement. Such adviser shall have no duty to inquire into or see to the performance by Trustee of its duties under this agreement. The distribution adviser shall receive no compensation and shall not be reimbursed for expenses incurred while acting as such adviser.

SECTION 2: MERGER WITH SIMILAR TRUSTS.

If at any time a trust is set aside for any person or persons under the terms of this agreement which is substantially the same as any other trust established for that person or persons by Trustor or Trustor's wife, Trustee may, in its sole discretion, merge the trust created hereunder with the other trust for such person or persons, and the two trusts shall thereafter be held, administered, and distributed as one.

SECTION 3: ALTERNATIVE METHODS OF DISTRIBUTION.

Trustee may take any reasonable steps to disburse funds to or for a beneficiary, including: (i) distribution, either by hand or mail, to the beneficiary or the guardian of the person or property (whether the guardian is formally appointed or a natural guardian), (ii) distribution to a custodian for the beneficiary under the Uniform Transfers to Minors Act (or similar statute) of any state, (iii) deposit to the account of the beneficiary in any federally insured depository, or (iv) direct application for the benefit of the beneficiary.

SECTION 4: SPENDTHRIFT PROVISION.

No beneficiary (including Trustor) may alienate or in any other manner, whether voluntary or involuntary, assign, transfer, pledge, or mortgage his or her interest in any trust hereunder, and no one (including a spouse or former spouse) may attach or otherwise reach any interest of any beneficiary hereunder to satisfy a claim against that beneficiary, whether the claim is legal or equitable in origin. The provisions of this Section shall not limit or otherwise affect any power of appointment conferred upon a beneficiary or the right of a beneficiary to disclaim or release any interest created hereunder. This Section constitutes a restriction on the transfer of Trustor's beneficial interest in the trust fund that is enforceable under applicable non-bankruptcy laws within the meaning of Section 541(c)(2) of the Bankruptcy Code (11 U.S.C. § 541(c)(2)) or any other similar or successor statute.

SECTION 5: PAYMENT OF DEATH TAXES, DEBTS, AND EXPENSES OF ADMINISTRATION.

On the death of the Trustor, Trustee shall, unless otherwise directed by the beneficiary's Will or Revocable Trust Agreement, distribute to the Personal Representative of the beneficiary's estate an amount equal to the sum of all additional transfer taxes and costs of administration payable by such Personal Representative as a result of the inclusion of the trust in the Trustor's estate. Certification of such Personal Representative as to the amount of such additional taxes and costs will be determinative for all purposes. Trustee shall make such distributions directly to the appropriate payee, if so directed by such Personal Representative.

SECTION 6: TRUSTEE'S POWERS.

In addition to those powers granted by law, Trustee is specifically authorized and empowered, in its sole discretion, but subject to the provisions of Section 7:

A. To sell at public or private sale, exchange for like or unlike property, convey, lease for terms longer or shorter than the trust, and otherwise dispose of any or all property held hereunder, for such price and upon such terms and credits as it deems proper.

B. To invest in any kind of property, real, personal, or mixed, regardless of the laws governing investments by fiduciaries, without any duty to diversify investments.

C. Unless otherwise directed by the investment adviser named in Section 7 hereof, to execute securities transactions, without necessity of providing written confirmation thereof to such adviser at the time of settlement, and to execute securities transactions through any brokerage service, whether discount or full service, including Wilmington Brokerage Services at its normal rates of compensation, without diminution of compensation otherwise payable to Trustee, even if Wilmington Trust Company is serving as Trustee.

D. To vote directly or by proxy at any election or stockholders' meeting any shares of stock, excluding stock of Wilmington Trust Corporation.

E. To participate in any plan or proceeding, including any voting trust plan for liquidating, protecting, or enforcing any interest in any property, or for reorganizing, consolidating, merging, or adjusting the finances of any corporation issuing any such interest; to accept in lieu thereof any new or substituted stocks, bonds, notes, or securities, whether of the same or a different kind or class, or with different priorities, rights, or privileges; to pay any assessment or any expense incident thereto; and to do any other act or thing that it deems necessary or advisable in connection therewith.

F. To deposit, or arrange for the deposit of, securities at Depository Trust Company (DTC) and/or at any other securities depository or clearing corporation.

G. To make any division or distribution in cash or in kind, or partly in cash and partly in kind; and to elect to recognize taxable gain or loss resulting from a distribution. Trustee may consider the income tax basis of the property then available for division or distribution, as well as the circumstances of the beneficiaries, and need not make division or distribution on a pro rata, asset-by-asset basis. Trustee shall not adjust the interest of any beneficiary as a result of any action taken or forborne under the provisions of this Subsection G.

H. To make loans, against adequate collateral, to any person including the Personal Representative of the estate of Trustor or any beneficiary and/or to purchase any property at its then fair market value from any person including such Personal Representative.

I. To borrow money from any person or corporation, including Trustee, and to pledge or mortgage as security any real or personal property.

J. To litigate, submit to arbitration, compromise, or settle any claim in favor of or against any trust hereunder, and to execute all agreements, deeds, and releases necessary or proper in connection therewith.

K. To retain attorneys-at-law, accountants, investment counsel, agents, and other advisers without diminution of compensation otherwise payable to Trustee.

L. To pay the taxes and expenses of maintaining, repairing, improving, and insuring any real property held hereunder.

M. To receipt for the proceeds of any life insurance made payable to Trustee, to institute any suit or proceedings, and to take any action necessary to collect such proceeds. However, Trustee need not institute any suit or proceeding unless its expenses, including counsel fees and costs, are available in the trust fund or are advanced or guaranteed in an amount and in a manner reasonably satisfactory to it.

N. To renounce, in whole or in part, any property or interest in property which may become payable to any trust hereunder, except to the extent that the distribution of such property resulting from such renunciation is fundamentally inconsistent with the provisions of this agreement.

O. To divide any trust hereunder into separate trusts if the purposes for which the trust was created are better served thereby.

P. To consider gains from the sale of capital assets in the trust to be part of a mandatory or discretionary distribution of principal to a beneficiary.

SECTION 7: INVESTMENT ADVISER.

Trustee shall exercise the powers hereinbefore granted to it in Subsections A, B,

D, E, H and I of Section 6 with respect to each trust hereunder only with the written consent or on the written direction of the investment adviser of such trust, provided that: (i) Trustee shall sell any Wilmington Trust Corporation stock held by it hereunder unless specifically directed to do otherwise by such adviser; (ii) the purchase, sale, and voting of Wilmington Trust Corporation stock shall be solely on the direction of the investment adviser; (iii) Trustee shall manage and invest the otherwise uninvested cash in each such trust in its sole discretion; (iv) the investment adviser may at any time, or from time to time, delegate to Trustee the authority to exercise in its sole discretion the power to buy or sell any property (or, having delegated the authority to do so, revoke such authority); and (v) if at any time during the continuance of any such trust there shall be no investment adviser of such trust, or if the investment adviser of such trust shall fail to communicate in writing to Trustee his or her consent, disapproval, or direction as to the exercise of any of the aforesaid powers for which exercise the consent or direction of such adviser shall be necessary, within twenty (20) days after Trustee shall have sent to such adviser, by certified mail (or by any other means for which the sender shall have evidence of receipt by the addressee), at his or her last known address, a written request for such consent or direction (notwithstanding that Trustee shall be under no obligation to request any such direction), then Trustee is hereby authorized and empowered to take such action in the premises as it, in its sole discretion, shall deem to be for the best interest of the beneficiaries of such trust. The investment adviser hereunder shall be Trustor and Trustor's wife, in the order named, while willing and able to act in such capacity. Initially, Trustee shall exercise such powers on the direction of the investment adviser, but the investment adviser may establish from time to time whether the Trustee shall exercise such powers with the consent or on the direction of such adviser. To qualify, any person appointed investment adviser of a trust hereunder shall deliver a written instrument to Trustee indicating acceptance and agreement that all powers conferred upon such adviser will be exercised in a fiduciary capacity for the exclusive interest of the beneficiaries. The investment adviser need not inquire into the Trustee's performance of its duties and shall not be held liable for any loss whatsoever to any trust hereunder, unless it results from actions taken in bad faith. The investment adviser shall serve without compensation, but the investment adviser (other than Trustor) may be reimbursed for out-of-pocket expenses, including investment counsel fees.

SECTION 8: ADDITIONS TO THE TRUST FUND.

With the consent of Trustee, any person may add property to any trust hereunder, and such property shall thereafter be held by Trustee as a part thereof.

SECTION 9: IRREVOCABILITY.

This trust shall be irrevocable and not subject to amendment by Trustor or any other person. However, Trustee is authorized to modify or amend the provisions of this agreement to ensure that this agreement is a qualified disposition under the Act. Trustee may rely upon the advice of counsel in taking any action pursuant to the authority given to Trustee, and Trustee shall be without liability therefor.

SECTION 10: PAYMENT OF INCOME.

Except where otherwise provided, the payment of the net income of any trust hereunder shall be made at such times as are convenient to the beneficiary and agreed to by Trustee.

SECTION 11: NON-ACCRUAL OF INCOME.

Notwithstanding any statute or rule of law to the contrary, any income accrued or on hand and not actually distributed to a beneficiary upon the termination of his or her interest shall be treated as though it had, in fact, accrued thereafter. Any income accrued upon shares of stock or interest-bearing property when delivered to Trustee shall be treated as though such income had, in fact, accrued after such delivery.

SECTION 12: THIRD PARTIES NOT OBLIGED TO FOLLOW FUNDS.

No person or corporation dealing with Trustee shall be obliged to see to the application of money paid or property delivered to Trustee, to inquire into the propriety of Trustee's exercising its powers, or to determine the existence of any fact upon which Trustee's power to perform any act hereunder may be conditioned.

SECTION 13: TRUSTEE'S COMPENSATION.

Trustee shall receive compensation for its services hereunder from time to time in accordance with the current rates then charged by it for trusts of similar size and character. If Trustee renders any extraordinary services, it may receive additional compensation therefor.

SECTION 14: RESIGNATION AND REMOVAL OF TRUSTEE.

At any time during the remainder of Trustor's life, Trustee may resign by written notice delivered to Trustor, and WILLIAM E. STANSBURY may remove Trustee by written notice delivered to it. In either case, WILLIAM E. STANSBURY may appoint another bank or trust company that is described in Section 3570(9) of the Act, as successor Trustee by written notice delivered to Trustee. During Trustor's lifetime, Trustee shall be deemed to have resigned on the date on which: (i) it ceases to be a Trustee described in Section 3570(9) of the Act; or (ii) a court takes any action whereby such court declines to apply Delaware law in determining the validity, construction, or administration of any trust hereunder or of the effect of the spendthrift provision hereunder in any action brought against trustee. Unless objections are filed as provided below, Trustee shall, within ninety (90) days after it resigns or is removed, deliver any assets held hereunder to the successor Trustee. If WILLIAM E. STANSBURY does not appoint such a successor Trustee, Trustee may petition the appropriate court to appoint such a successor Trustee. Upon resignation or removal, Trustee shall deliver a statement of its activities to the

date of such resignation or removal for which it has not reported to the person to whom Trustee was directed to give notice of resignation or who was authorized to remove Trustee. Such person shall have sixty (60) days from receipt of such statement to file with Trustee any objections to its actions as Trustee. If no such objections are filed, Trustee shall be without any further liability or responsibility to any past, present, or future beneficiaries. No successor Trustee shall be required to examine into the acts of its predecessor Trustee, and each successor Trustee shall have responsibility only with respect to the property actually delivered to it by its predecessor Trustee.

SECTION 15: SIMULTANEOUS DEATH.

If Trustor and Trustor's wife die under circumstances where the order of deaths cannot be determined, and if any of the principal is includable in Trustor's estate for transfer tax purposes, then for the purposes of this agreement with respect to such principal, Trustor's wife shall be deemed to have survived Trustor and died immediately thereafter.

SECTION 16: TRUST SITUS.

This agreement creates a Delaware trust, and all matters pertaining to the validity, construction, and application of this agreement or to the administration of the trusts created by it shall be governed by Delaware law.

SECTION 17: DEFINITIONS.

A. "Trustor's wife" refers to SHIRLEY BERNSTEIN.

B. "Code" means the Internal Revenue Code of 1986, as amended, or any corresponding federal tax statute enacted after the date of this agreement. A reference to a specific section of the Code refers not only to that section but also to any corresponding provision of any federal tax statute enacted after the date of this agreement, as in effect on the date of application.

C. "Transfer taxes" means all applicable federal estate taxes (except additional estate taxes imposed under Section 2032A of the IRC), state estate or inheritance taxes, and generation-skipping transfer taxes imposed on any "direct skip" (as defined in Chapter 13 of the Code) other than a direct skip from a trust or resulting from a disclaimer, and any interest and penalties thereon. The term does not include federal or state gift taxes, generation-skipping transfer taxes imposed on a "taxable termination," a "taxable distribution," or a "direct skip" from a trust or resulting from a disclaimer, income taxes, real estate transfer taxes, or any tax or duty imposed by a foreign country or political subdivision thereof. In addition, the term does not include any tax imposed by Section 2056A of the Code or any corresponding provision of applicable state law.

D. "Act" means the Delaware Qualified Dispositions in Trust Act (12 Delaware Code Section 3570, et seq.), as amended, or any corresponding Delaware statute enacted after the date of this agreement. A reference to a specific section of the Act refers not only to that section but also to any corresponding provision of any Delaware statute enacted after the date of this agreement, as in effect on the date of application.

E. Use of any gender in this agreement includes the masculine, feminine and neuter genders as appropriate. Use of the singular number includes the plural and vice versa unless the context clearly requires otherwise.

F. "Personal Representative" means the executor or administrator of a decedent's estate and shall include all persons serving in such capacity from time to time.

G. Use of the verb "shall" in this agreement indicates a mandatory direction, and use of the verb "may" indicates authorization to take action.

H. Captions, headings and sub-headings, as used herein, are for convenience only and have no legal or dispositive effect.

IN WITNESS WHEREOF, SIMON L. BERNSTEIN, Trustor, has set his Hand and Seal the 20th day of May, 2008, and WILMINGTON TRUST COMPANY, Trustee, has caused this agreement to be signed in its name by one of its Asst Vice Presidents and its corporate seal to be affixed by one of its Assistant Secretaries, the 20th day of May, 2008, all done in duplicate as of the date of execution by Trustor, which date shall be the effective date of this instrument.

WITNESS:

_____ _____ (SEAL)
SIMON L. BERNSTEIN, Trustor

WILMINGTON TRUST COMPANY, Trustee

By: _____
Asst. Vice President

Attest: _____
Assistant Secretary

STATE OF FLORIDA)
) SS.
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 20th day of May, 2008, by SIMON L. BERNSTEIN.

NOTARY PUBLIC-STATE OF FLORIDA
Kimberly Moran
Commission # DD766470
Expires: APR. 28, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

Kimberly Moran
Notary Public

STATE OF DELAWARE)
) SS.
COUNTY OF NEW CASTLE)

The foregoing instrument was acknowledged before me this 2nd day of June, 2008, by Nicole A. McClelland, Asst. a Vice President of Wilmington Trust Company, a Delaware corporation, on behalf of the corporation.

Laura D. Barone
Notary Public

LAURA D. BARONE
Notary Public - State of Delaware
My Comm. Expires April 3, 2012

"SCHEDULE A"

Consisting of One Page

of

SIMON L. BERNSTEIN

Irrevocable Trust Agreement

Dated May 20, 2008

Between

SIMON L. BERNSTEIN

and

WILMINGTON TRUST COMPANY

* * *

CASH in the amount of One Dollar ($1.00)

* * *

WILL OF

SHIRLEY BERNSTEIN

Prepared by:

Tescher & Spallina, P.A.
2101 Corporate Blvd., Suite 107, Boca Raton, Florida 33431
(561) 998-7847
www.tescherlaw.com

TESCHER & SPALLINA, P.A.

CONFORMED COPY

WILL OF

SHIRLEY BERNSTEIN

The original of this Will is being held in the safe deposit box of the law firm of Tescher & Spallina, P.A.

I, SHIRLEY BERNSTEIN, of Palm Beach County, Florida, hereby revoke all my prior Wills and Codicils and make this Will. My spouse is SIMON L. BERNSTEIN ("***SIMON***"). My children are TED S. BERNSTEIN ("***TED***"), PAMELA B. SIMON, ELIOT BERNSTEIN, JILL IANTONI and LISA S. FRIEDSTEIN.

ARTICLE I. TANGIBLE PERSONAL PROPERTY

I give such items of my tangible personal property to such persons as I may designate in a separate written memorandum prepared for this purpose. I give to SIMON, if SIMON survives me, my personal effects, jewelry, collections, household furnishings and equipment, automobiles and all other non-business tangible personal property other than cash, not effectively disposed of by such memorandum, and if SIMON does not survive me, I give this property to my children who survive me, divided among them as they agree, or if they fail to agree, divided among them by my Personal Representatives in as nearly equal shares as practical, and if neither SIMON nor any child of mine survives me, this property shall pass with the residue of my estate.

ARTICLE II. RESIDENCES

I give to SIMON, if SIMON survives me, my entire interest in any real property used by us as a permanent or seasonal residence, subject to any mortgage or other lien. If SIMON does not survive me, such interest shall pass with the residue of my estate.

ARTICLE III. RESIDUE OF MY ESTATE

I give all the residue of my estate to the Trustee then serving under my revocable Trust Agreement dated today, as may be amended and restated from time to time (the "***Existing Trust***"), as Trustee without bond, but I do not exercise any powers of appointment held by me except as provided in the later paragraph titled "Death Costs." The residue shall be added to and become a part of the Existing Trust, and shall be held under the provisions of said Agreement in effect at my death, or if this is not permitted by applicable law or the Existing Trust is not then in existence, under the provisions of said Agreement as existing today. If necessary to give effect to this gift, but not otherwise, said Agreement as existing today is incorporated herein by reference.

ARTICLE IV. PERSONAL REPRESENTATIVES

1. **Appointment and Bond.** I appoint SIMON and TED, one at a time and successively in that order, as my Personal Representative (the "***fiduciary***"). Each fiduciary shall serve without bond and have all of the powers, privileges and immunities granted to my fiduciary by this Will or by law, provided, however, that my fiduciary shall exercise all powers in a fiduciary capacity.

2. **Powers of Personal Representatives.** My fiduciary may exercise its powers without court approval. No one dealing with my fiduciary need inquire into its authority or its application of property. My fiduciary shall have the following powers:

a. Investments. To sell or exchange at public or private sale and on credit or otherwise, with or without security, and to lease for any term or perpetually, any property, real and personal, at any time forming a part of my probate estate (the "***estate***"); to grant and exercise options to buy or sell; to invest or reinvest in real or personal property of every kind, description and location; and to receive and retain any such property whether originally a part of the estate, or subsequently acquired, even if a fiduciary is personally interested in such property, and without liability for any decline in the value thereof; all without limitation by any statutes or judicial decisions, whenever enacted or announced, regulating investments or requiring diversification of investments.

b. Distributions or Divisions. To distribute directly to any beneficiary who is then entitled to distribution under the Existing Trust; to make any division or distribution pro rata or non-pro rata, in cash or in kind; and to allocate undivided interests in property and dissimilar property (without regard to its tax basis) to different shares, and to make any distribution to a minor or any other incapacitated person directly to such person, to his or her legal representative, to any person responsible for or assuming his or her care, or in the case of a minor to an adult person or an eligible institution (including a fiduciary) selected by my fiduciary as custodian for such minor under the Uniform Transfers to Minors Act or similar provision of law. The receipt of such payee is a complete release to the fiduciary.

c. Management. To manage, develop, improve, partition or change the character of or abandon an asset or interest in property at any time; and to make ordinary and extraordinary repairs, replacements, alterations and improvements, structural or otherwise.

d. Borrowing. To borrow money from anyone on commercially reasonable terms, including a fiduciary, beneficiaries and other persons who may have a direct or indirect interest in the estate; and to mortgage, margin, encumber and pledge real and personal property of the estate as security for the payment thereof, without incurring any personal liability thereon and to do so for a term within or extending beyond the terms of the estate and to renew, modify or extend existing borrowing on similar or different terms and with the same or different security without incurring any personal liability; and such borrowing from my fiduciary may be with or without interest, and may be secured with a lien on the estate assets or any beneficiary's interest in said assets.

e. Lending. To extend, modify or waive the terms of any obligation, bond or mortgage at any time forming a part of the estate and to foreclose any such mortgage; accept a conveyance of encumbered property, and take title to the property securing it by deed in lieu of foreclosure or otherwise and to satisfy or not satisfy the indebtedness securing said property; to protect or redeem any such property from forfeiture for nonpayment of taxes or other lien; generally, to exercise as to such bond, obligation or mortgage all powers that an absolute owner might exercise; and to loan funds to beneficiaries at commercially reasonable rates, terms and conditions.

f. Abandonment of Property. To abandon any property or asset when it is valueless or so encumbered or in such condition that it is of no benefit to the estate. To abstain from the payment of taxes, liens, rents, assessments, or repairs on such property and/or permit such property to be lost by tax sale, foreclosure or other proceeding or by conveyance for nominal or no consideration to anyone including a charity or by escheat to a state; all without personal liability incurred therefor.

g. Real Property Matters. To subdivide, develop or partition real estate; to dedicate the same to public use; to make or obtain the location of any plats; to adjust boundaries; to adjust differences in valuations on exchange or partition by giving or receiving consideration; and, to grant easements with or without consideration as they may determine; and to demolish any building, structures, walls and improvements, or to erect new buildings, structures, walls and improvements and to insure against fire and other risks.

h. Claims. To enforce, compromise, adjust, arbitrate, release or otherwise settle or pay any claims or demands by or against the estate.

i. Business Entities. To deal with any business entity or enterprise even if a fiduciary is or may be a fiduciary of or own interests in said business entity or enterprise, whether operated in the form of a corporation, partnership, business trust, limited liability company, joint venture, sole proprietorship, or other form (all of which business entities and enterprises are referred to herein as "***Business Entities***"). I vest the fiduciary with the following powers and authority in regard to Business Entities:

i. To retain and continue to operate a Business Entity for such period as the fiduciary deems advisable;

ii. To control, direct and manage the Business Entities. In this connection, the fiduciary, in its sole discretion, shall determine the manner and extent of its active participation in the operation and may delegate all or any part of its power to supervise and operate to such person or persons as the fiduciary may select, including any associate, partner, officer or employee of the Business Entity;

iii. To hire and discharge officers and employees, fix their compensation and define their duties; and similarly to employ, compensate and discharge agents, attorneys, consultants, accountants, and such other representatives as the fiduciary may deem appropriate; including the right

to employ any beneficiary or fiduciary in any of the foregoing capacities;

iv. To invest funds in the Business Entities, to pledge other assets of the estate or a trust as security for loans made to the Business Entities, and to lend funds from my estate or a trust to the Business Entities;

v. To organize one or more Business Entities under the laws of this or any other state or country and to transfer thereto all or any part of the Business Entities or other property of my estate or a trust, and to receive in exchange such stocks, bonds, partnership and member interests, and such other securities or interests as the fiduciary may deem advisable;

vi. To treat Business Entities as separate from my estate or a trust. In a fiduciary's accounting to any beneficiary, the fiduciary shall only be required to report the earnings and condition of the Business Entities in accordance with standard business accounting practice;

vii. To retain in Business Entities such net earnings for working capital and other purposes of the Business Entities as the fiduciary may deem advisable in conformity with sound business practice;

viii. To sell or liquidate all or any part of the Business Entities at such time and price and upon such terms and conditions (including credit) as the fiduciary may determine. My fiduciary is specifically authorised and empowered to make such sale to any person, including any partner, officer, or employee of the Business Entities, a fiduciary, or to any beneficiary; and

ix. To guaranty the obligations of the Business Entities, or pledge assets of the estate or a trust to secure such a guaranty.

j. Life Insurance. With respect to any life insurance policies constituting an asset of the estate to pay premiums; to apply dividends in reduction of such premiums; to borrow against the cash values thereof; to convert such policies into other forms of insurance including paid-up insurance; to exercise any settlement options provided in any such policies; to receive the proceeds of any policy upon its maturity and to administer such proceeds as a part of the principal of the estate or trust; and in general, to exercise all other options, benefits, rights and privileges under such policies; provided, however, no fiduciary other than a sole fiduciary may exercise any incidents of ownership with respect to policies of insurance insuring the fiduciary's own life.

k. Reimbursement. To reimburse itself from the estate for all reasonable expenses incurred in the administration thereof.

l. Voting. To vote and give proxies, with power of substitution to vote, stocks, bonds and other securities, or not to vote a security.

m. Ancillary Administration. To appoint or nominate, and replace with or without

cause, any persons or corporations, including itself, as ancillary administrators to administer property in other jurisdictions, with the same powers, privileges and immunities as my fiduciary and without bond.

n. Tax Elections. To file tax returns, and to exercise all tax-related elections and options at their discretion, without compensating adjustments or reimbursements between any accounts or any beneficiaries.

3. **Survivorship.** A beneficiary is not deemed to survive me unless he or she survives me by five days.

4. **Death Costs.** My fiduciary shall pay (a) from the residuary estate my debts which are allowed as claims against my estate, (b) from the residuary estate my funeral expenses without regard to legal limitations, (c) from the residuary estate the expenses of administering my estate and (d) from the residuary estate other than the portion of the residuary estate qualifying for the marital deduction under the laws then in effect, without apportionment, all estate, inheritance and succession taxes (excluding generation-skipping taxes other than with respect to direct skips), and interest and penalties thereon, due because of my death and attributable to all property whether passing under this Will or otherwise and not required by the terms of the Existing Trust to be paid out of said trust. However, such taxes, penalties and interest payable out of my residuary estate shall not include taxes, penalties and interest attributable to (i) property over which I have a power of appointment granted to me by another person, (ii) qualified terminable interest property held in a trust of which I was the income beneficiary at the time of my death (other than qualified terminable interest property held in a trust for which an election was made under Code Section 2652(a)(3)), and (iii) life insurance proceeds on policies insuring my life which proceeds are not payable to my probate estate. My fiduciary shall not be reimbursed for any such payment from any person or property. However, my fiduciary in its discretion may direct that part or all of said death costs shall be paid by my Trustee as provided in the Existing Trust, and shall give such direction to the extent necessary so that the gifts made in Articles I and II of this Will and the gifts made in any codicil hereto shall not be reduced by said death costs.

5. **Reimbursement for Debts and Expenses**. My fiduciary shall promptly reimburse my friends and members of my family who have disbursed their own funds for the payment of any debts, funeral expenses or costs of administration of my estate.

6. **Expenses of Handling Tangible Personal Property**. All expenses incurred by my fiduciary during the settlement of my estate in appraising, storing, packing, shipping, delivering or insuring an article of tangible personal property passing under this Will shall be charged as an expense of administering my estate.

7. **Dealing with Estate**. Each fiduciary may act under this Will even if interested in my estate in an individual capacity, as a fiduciary of another estate or trust (including any trust identified in this Will or created under the Existing Trust) or in any other capacity. Each fiduciary may in good faith buy from, sell to, lend funds to or otherwise deal with my estate.

8. **Spouse**. The term "*spouse*" herein means, as to a designated individual, the person to whom that individual is from time to time married.

9. **Other Beneficiary Designations**. Except as otherwise explicitly and with particularity provided herein, (a) no provision of this Will shall revoke or modify any beneficiary designation of mine made by me and not revoked by me prior to my death under any individual retirement account, other retirement plan or account, or annuity or insurance contract, (b) I hereby reaffirm any such beneficiary designation such that any assets held in such account, plan, or contract shall pass in accordance with such designation, and (c) regardless of anything herein to the contrary, any of such assets which would otherwise pass pursuant to this Will due to the beneficiary designation not having met the requirements for a valid testamentary disposition under applicable law or otherwise shall be paid as a gift made hereunder to the persons and in the manner provided in such designation which is incorporated herein by this reference.

[remainder of page intentionally left blank]

I have published and signed this instrument as my Will at Boca Raton, Florida, on the 20 day of May, 2008.

/s/ Shirley Bernstein
SHIRLEY BERNSTEIN

This instrument, consisting of this page numbered 7 and the preceding typewritten pages, was signed, sealed, published and declared by the Testatrix to be the Testatrix's Will in our presence, and at the Testatrix's request and in the Testatrix's presence, and in the presence of each other, we have subscribed our names as witnesses at Boca Raton, Florida on this _____ day of _____, 2008.

/s/ Robert L. Spallina residing at 7387 Wisteria Ave
[Witness Signature] [Witness Address]

Parkland, FL 33076
[Witness Address]

/s/ Diana Banks residing at 23415 Boca Trace Dr.
[Witness Signature] [Witness Address]

Boca Raton, FL 33433
[Witness Address]

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State Of Florida

SS.

County Of Palm Beach

I, SHIRLEY BERNSTEIN, declare to the officer taking my acknowledgment of this instrument, and to the subscribing witnesses, that I signed this instrument as my will.

/s/ Shirley Bernstein
SHIRLEY BERNSTEIN, Testatrix

We, Robert L. Spallina and Diana Banks, have been sworn by the officer signing below, and declare to that officer on our oaths that the Testatrix declared the instrument to be the Testatrix's will and signed it in our presence and that we each signed the instrument as a witness in the presence of the Testatrix and of each other.

/s/ Robert L. Spallina
Witness

/s/ Diana Banks
Witness

Acknowledged and subscribed before me, by the Testatrix, SHIRLEY BERNSTEIN, who is personally known to me or who has produced _____ (*state type of identification*) as identification, and sworn to and subscribed before me by the witnesses, Robert L. Spallina, who is personally known to me or who has produced _____ (*state type of identification*) as identification, and Diana Banks, who is personally known to me or who has produced _____ (*state type of identification*) as identification, and subscribed by me in the presence of SHIRLEY BERNSTEIN and the subscribing witnesses, all on this 20 day of May, 2008.

Kimberly Moran
Commission # DD766470
Expires: APR. 28, 2012

/s/ Kimberly Moran
Signature - Notary Public-State of Florida

[Seal with Commission Expiration Date]

Print, type or stamp name of Notary Public

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DESIGNATION OF HEALTH CARE SURROGATE

If I am at any time incapable of making health care decisions for myself, and it is determined pursuant to Section 765.204, Florida Statutes, that I lack the capacity to make care decisions for myself or to provide informed consent, I designate:

Name: Simon L. Bernstein
Address: 7020 Lions Head Lane, Boca Raton, FL 33496
Telephone: 561-477-9991

to serve as my health care surrogate to make all health care decisions for me, subject to the restrictions, if any, set forth herein and the statutory restrictions on a health care surrogate's powers, until such time as I regain the capacity to make such decisions or provide informed consent myself.

I further designate my health care surrogate as my personal representative under 45 CFR § 164.502(g), a portion of the regulations implementing the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), for all health care-related decisions, whose powers include the presently effective power to receive my protected health information and to authorize the disclosure and use of my protected health information as provided in 45 CFR 164.

By way of example and not in limitation, pursuant to the foregoing grants my health care surrogate may:

- act for me and to make all health care decisions for me in matters during my incapacity, as my surrogate deems to be in my best interest, and to execute on my behalf any documents necessary to implement such health care decisions;
- consult expeditiously with any health care providers to provide informed consent in my best interest, and to make health care decisions which my surrogate believes I would have made under the circumstances if I were capable of making such decisions;
- provide written consent using an appropriate form provided by any health care provider, including a physician's order not to resuscitate;
- request, receive and review any information concerning my mental and physical health, including but not limited to medical and hospital records and other protected health information as defined by HIPAA;
- apply for public and veterans' benefits, such as Medicare and Medicaid, for me and to have access to information regarding my income and assets and banking and financial records to the extent required to make application;
- authorize the release, use and disclosure of records including the protected health

information described above to appropriate persons as necessary to ensure the continuity of my health care;

- authorize my admission to or transfer from a licensed health care facility; and
- carry out the terms of any living will or declaration made by me.

For purposes of this instrument, "informed consent" means consent voluntarily given, after sufficient explanation and disclosure of the subject matter involved to enable the recipient to have a general understanding of the procedure and the available medically acceptable alternative procedures to make a knowing health care decision without duress or coercion. The term "health care decision" means informed consent, refusal of consent, or withdrawal of consent to health care, and includes the decision to apply for public benefits to defray the cost of health care.

I will furnish an exact copy of this designation to my health care surrogate and my alternate surrogate.

I affirm that this designation is not being made as a condition of treatment or admission to a health care facility.

Signed by Designator on this 25 day of May, 2008.

WITNESSES:

SHIRLEY BERNSTEIN

ROBERT L. SPALLINA

Address: 7387 WISTERIA AVENUE
PARKLAND, FL 33076

Tele. #: 954 341 8525

Address: 16068 GLENCREST AVE
DELRAY BEACH, FL 33446

Tele. #: (561)495-1933

Note: The person designated as the health care surrogate cannot act as a witness to the execution of this designation. At least one witness must be a person who is neither the spouse nor a blood relative of the person making the designation.

STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20 day of May, 2008, by SHIRLEY BERNSTEIN.

NOTARY PUBLIC-STATE OF FLORIDA
Kimberly Moran
Commission # DD766470
Expires: APR. 28, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

[Seal with Commission Expiration Date]

Kimberly Moran
Signature - Notary Public-State of Florida

Print, type or stamp name of Notary Public

Personally Known ✓ or Produced Identification _____

Type of Identification Produced _____

DURABLE POWER OF ATTORNEY

I, SHIRLEY BERNSTEIN, Social Security No. 347-30-9749, of Palm Beach County, Florida, revoke all powers of attorney previously issued by me and appoint my spouse, SIMON L. BERNSTEIN, as attorney-in-fact for me and to otherwise act for me and on my behalf, as provided herein:

a. To have access to any safe deposit box rented by me or by me with others (including authority to have it drilled), to remove the contents therefrom and to terminate the lease of the box.

b. To sell, purchase or to assign, transfer and deliver all cash, bonds, stocks, securities, annuities and other property of any kind, real or personal, owned by me.

c. To withdraw any funds standing to my credit or to my credit jointly with others in any bank, savings and loan association or other financial institution.

d. To endorse and deliver any checks, drafts, certificates of deposit, notes or other instruments for the payment of money payable to or belonging to me.

e. To convey any real property, interest in real property, or beneficial interest in a trust holding real property, including, but without limitation, homestead real property and real property in any type of joint ownership, including tenancy by the entireties, which I may own or possess.

f. To mortgage real property, including homestead real property, and to join with my spouse and my spouse's legal guardian where necessary, to accomplish this encumbrance.

g. To execute and deliver any assignment, stock power, deed or other instrument which my attorney-in-fact deems necessary or appropriate to carry out and effectuate this power of attorney, to sign my name to any instrument pertaining to or required in connection with the transfer of my property, and to give full receipts and discharges.

h. To delegate to a transfer agent or similar person the authority to register any stocks, bonds or other securities either into or out of the principal's or nominee's name.

i. To deal with retirement plans, including individual retirement account, rollovers, and voluntary contributions, changing the ownership or beneficiary designations on such accounts, plans and/or annuities.

j. To borrow funds to avoid forced liquidation of assets.

k. To enter into buy-sell agreements.

l. To deal with life insurance, including the power to cash in or change the ownership or beneficiary designations of life insurance policies, excluding, however, life insurance policies of which my attorney-in-fact is not an owner nor co-owner thereof but is an

insured thereof.

m. To forgive and collect debts.

n. To make and complete funding of charitable pledges.

o. To make statutory elections and disclaimers, including the power to disclaim or refuse to accept an inheritance, life insurance proceeds, or elective share.

p. To hire counsel and otherwise act to represent and/or protect my interest in any legal action.

q. To collect amounts due to me and to qualify me for various government entitlements such as Medicaid or Supplemental Social Security.

r. To deal with and collect proceeds from health and/or long term care insurance.

s. To sign tax returns, IRS powers of attorney, and to settle tax disputes.

t. Consistent with estate planning and tax minimization objectives, to make gifts on my behalf to such members of my family and/or charitable organizations as my said attorney-in-fact may deem advisable, but excluding gifts to my said attorney-in-fact, creditors of my attorney-in-fact and members of her/his family that discharge a support obligation of my attorney in fact.

u. To petition a court of competent jurisdiction for an elective share of the estate of my deceased spouse.

v. To convey any property, tangible or intangible, real or personal, to the trustee of a revocable trust of which I was an original grantor, including my homestead.

w. To execute any document on my behalf for the purpose of qualifying for any public/private benefit; and if when applying for Medicaid benefits, my income exceeds the income cap, to create an irrevocable income trust and to transfer so much of my income of said trust as will enable me to qualify for Medicaid benefits.

x. To exercise all rights and privileges over, or relating to the ownership of, property, including without limitation the exercise of voting rights relating to such property or ownership.

Every bank or other financial institution, insurance company, transfer agent, issuer, obligor, safe deposit box company, title insurance company or other person, firm or corporation to which this power of attorney or a photocopy hereof is presented is authorized to receive, honor and give effect to all

instruments signed pursuant to the foregoing authority without inquiring as to the circumstances of their issuance or the disposition of the property delivered pursuant thereto. All acts done hereunder by my attorney-in-fact after revocation of this power of attorney or after my death shall be valid and enforceable in favor of anyone who relies on this power of attorney and has not received prior actual written notice of the revocation or death. All acts done by my attorney-in-fact pursuant to this power shall be binding upon me and my heirs, devisees and personal representatives.

My said attorney-in-fact shall not be liable for any acts or decisions made by said attorney-in-fact in good faith and under the terms of this Durable Power of Attorney.

I give and grant unto my said attorney-in-fact full power and authority to do and perform all and every act and thing that may be requisite and necessary as fully to all intents and purposes as I might or could if personally present, hereby ratifying and confirming all that my said attorney-in-fact shall lawfully do or cause to be done by virtue of this power of attorney.

This Durable Power of Attorney shall not be affected by subsequent incapacity of the principal except as provided by statute.

IN WITNESS WHEREOF I have signed this Durable Power of Attorney this 20 day of May, 2008.

Signed in the presence of:

Print Name: Robert Spallina

Print Name: TRACI KRATISH

SHIRLEY BERNSTEIN

STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20 day of May, 2008, by SHIRLEY BERNSTEIN.

NOTARY PUBLIC-STATE OF FLORIDA
Kimberly Moran
Commission # DD766470
Expires: APR. 28, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

Kimberly Moran
Signature - Notary Public-State of Florida

[Seal with Commission Expiration Date]

Print, type or stamp name of Notary Public

Personally Known ✓ or Produced Identification _____
Type of Identification Produced _____

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LIVING WILL

I, SHIRLEY BERNSTEIN, willfully and voluntarily make this declaration on this 20 day of May, 2008. I recognize that death is natural and is but a phase in the cycle of life. I do not fear death as much as I fear the indignity and futility of deterioration, dependence, and hopeless pain. If there is no reasonable medical expectation of my recovery from a physical or mental disability, I do not wish to be kept alive by artificial means or heroic measures.

Therefore, if my attending or treating physician and another consulting physician determine that there is no reasonable medical probability of my recovery from any of the following conditions, I direct that life-prolonging procedures be withheld or withdrawn when the application of those procedures would serve only to prolong artificially the process of dying, and that I be permitted to die naturally with only the administration of medication or the performance of any medical procedure deemed necessary to provide me with comfort care or to alleviate pain, even if that hastens my death:

(mark desired choices)

- x and I have a terminal condition (a condition caused by injury, disease, or illness from which there is no reasonable medical probability of recovery and which, without treatment, can be expected to cause death), or
- x and I have an end-stage condition (a condition that is caused by injury, disease, or illness which has resulted in severe and permanent deterioration, indicated by incapacity and complete physical dependency, and for which, to a reasonable degree of medical certainty, treatment of the irreversible condition would be medically ineffective), or
- x and I am in a persistent vegetative state (a permanent and irreversible condition of unconsciousness in which there is the absence of voluntary action or cognitive behavior of any kind, and an inability to communicate or interact purposefully with the environment).

In any of the situations described above, I direct that the following medical interventions be considered life-prolonging procedures the application of which would serve only to prolong artificially the process of dying and that I desire to be withheld or withdrawn:

(mark desired choices)

- x placement on ventilator or other mechanical devices,
- x surgical procedures and blood transfusion, except as needed to prevent or alleviate my suffering,
- x placement in an intensive care unit except as an absolute necessity to relieve my suffering,

_x_ chemotherapy or radiation therapy, unless there is a substantial medical probability my condition will materially improve from such therapy,

_x_ resuscitation efforts in the event of arrest of my heart or breathing,

_x_ active treatment of a new reversible condition such as newly-discovered cancer, heart attack, or pneumonia, and

_x_ artificial nutrition and hydration (providing food and water through tubes).

In regard to any medical intervention on the foregoing list which has not been marked, I do not desire the withholding of such unmarked intervention.

It is my intention that this declaration be honored by my family and physician as the final expression of my legal right to refuse medical or surgical treatment and to accept the consequences for such refusal. I understand that my wishes may place a heavy burden upon others, and so I make this declaration to assume sole responsibility for my decision and to mitigate any feelings of guilt that my wishes may cause.

I understand the full import of this declaration, and I am emotionally and mentally competent to make this declaration.

SHIRLEY BERNSTEIN

WITNESSES:

Address: ROBERT L. SPALLINA
7387 WISTERIA AVENUE
PARKLAND, FL 33076

Tele. #: 954 341 2520

Address: 16068 GLENCREST AVE
DELRAY BEACH, FL 33446

Tele. #: (561) 495-1933

STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20 day of May, 2008, by SHIRLEY BERNSTEIN.

NOTARY PUBLIC STATE OF FLORIDA
Kimberly Moran
Commission # DD766470
Expires: APR. 28, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

[Seal with Commission Expiration Date]

Kimberly Moran
Signature - Notary Public-State of Florida

Print, type or stamp name of Notary Public

Personally Known ✓ or Produced Identification _____

Type of Identification Produced _____

RECEIPT, RELEASE, AND REFUNDING AGREEMENT
Joshua Bernstein Irrevocable Trust Dated September 7, 2006

WHEREAS, Simon Bernstein, as Grantor, established a certain Trust known as The Joshua Bernstein Irrevocable Trust under an agreement dated September 7, 2006 (the Trust and the Trust Agreement collectively referred to hereinafter as the "Trust"); and

WHEREAS, pursuant to the Trust, Oppenheimer Trust Company (the "Trustee"), a limited purpose trust company, organized under the laws of the State of New Jersey, was appointed Trustee of the Trust, and accepted such appointment, as of July 30, 2010, which appointment has not been revoked; and

WHEREAS, The Trust has depleted due to discretionary distribution to a level where further administration and management is not financially or administratively advisable; and

WHEREAS, under the relevant State law, the following are the parties interested in the Trust (the "Parties") and, as such, would be entitled to an accounting of the Trust:

Name	Nature of Interest
Joshua Bernstein	100% income and Remainder Beneficiary
Eliot Bernstein and Candice Bernstein, Guardians of the Minor, Joshua Bernstein	

WHEREAS, each of the Parties is of full age, sound mind and under no disability; and

WHEREAS, the Trustee has provided the Parties with monthly statements for the Account and the Parties have received said statements; and

WHEREAS, the Trustee has provided the Parties with a statement of Principal received in and paid out of the Account, Income earned during the Trustee's term and expenses paid and said Accounting is attached hereto and incorporated herein; and

WHEREAS, The Trustee has notified the Parties that pursuant to its published fee schedule Oppenheimer Trust Company is entitled to a 1% final administration fee in the amount of **$129.14** based on the market value of the account as herein described and Final Tax preparation fees in the amount of **$350.00**; and

WHEREAS, the Parties now desire to settle the Trustee's account of proceedings of the Trust based on the above-described information with this Receipt, Release and Refunding Agreement, in order to avoid the delay and expense of a judicial accounting; and

WHEREAS, the Trustee has been asked and now intends to make a full distribution of the funds held in the Account; and

WHEREAS, the Parties have been advised by Trustee to consult with an attorney and have consulted with an attorney or chosen not to do so; and

WHEREAS, the Parties have thus voluntarily waived the necessity of a judicial accounting.

NOW, THEREFORE, in consideration of the premises and of the mutual agreement of the Parties and the Trustee to waive a judicial settlement of the account of proceedings and other good and valuable consideration, the receipt of which is hereby acknowledged, it is hereby agreed as follows:

(1) Each of the Parties acknowledges receipt of the funds payable to each of them respectively, in full satisfaction and discharge of their respective interests in the Trust.

(2) Each of the Parties, for themselves, their heirs, legal representatives, Executors, Administrators, successors and assigns, releases, remises and forever discharges the Trustee, individually and as Trustee of the Trust, of and from any claims, demands or liabilities whatsoever that the Parties have or might have, or which their successors now have or might have, by reason of the acts and proceedings of the Trustee as set forth herein and in the attached statement.

(3) In consideration of the payments and distributions made to the Parties by the Trustee, each of the Parties agrees that if at any time hereafter it appears that there may be any claims for estate, gift, income or other taxes of any kind, administration expenses, or other lawful claims by whomsoever asserted, which may be or become payable by the Trust or for which the Trust or the Trustee may be liable in law or equity, each of the undersigned Parties will repay and refund to the Trustee upon demand from him, out of the aforementioned property distribution to such Party, or out of the proceeds of the investment or reinvestment thereof, his or her proportionate share of the amount of the aggregate of all such taxes, administration expenses, and other lawful claims.

(4) This agreement may be executed in any number of counterparts each of which shall be deemed and original, but all of which together shall constitute the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Receipt, Release and Refunding Agreement as of the date appearing next to their name.

Joshua Bernstein, Beneficiary By:

_____ Dated: _____

Eliot Bernstein, Guardian

Joshua Bernstein, Beneficiary By:

_____ Dated: _____

Candice Bernstein, Guardian

State of)
ss.:
County of)

On the ___ day of _____, in the year 2012, before me ,the undersigned, a Notary Public in and for said State, personally appeared, **Eliot Bernstein**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

State of)
ss.:
County of)

On the ___ day of _____, in the year 2012, before me ,the undersigned, a Notary Public in and for said State, personally appeared, **Candice Bernstein**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

For the Account of: *SIMON BERNSTEIN IRREVOCABLE TRUST U/A 9/7/06*
FBO JAKE BERNSTEIN
OPPENHEIMER TRUST CO, SUCCESSOR TRUSTEE

Account Number: *21 00 0917 0 03*

Report Date: ***August 26, 2013 12:34 PM***
Previous Close Date: ***August 23, 2013***

Asset Details

* Indicates changed from beginning of day

Security Name	Shares/Par	Average Unit Cost	Cost	Unit Market	Market Value	Portfolio % @ Market	Est Annual Income	Yield at Market	Unrealized G/L Restriction Desc
CASH									
INCOME CASH			4,226.64		4,226.64	36.62			
PRINCIPAL CASH			-4,223.11		-4,223.11	-36.59			
TOTAL CASH			**3.53**		**3.53**	**0.03**			
CASH EQUIVALENTS									
ADVANTAGE BANK DEP	1,065.9700	1.00	1,065.97	0.00	1,065.97	9.23	0.05	0.00	0.00
TOTAL CASH EQUIVALENTS			**1,065.97**		**1,065.97**	**9.23**	**0.05**		**0.00**
FIXED INCOME SECURITIES									
ISHARES 7-10 YR TR	16.0000	98.78	1,580.54	100.14	1,602.24	13.88	27.09	1.69	21.70
ISHARES MBS ETF	15.0000	101.90	1,528.50	103.90	1,558.50	13.50	18.33	1.18	30.00
TOTAL FIXED INCOME SECURITIES			**3,109.04**		**3,160.74**	**27.38**	**45.42**		**51.70**
EQUITIES									
VANGUARD INDEX FDS	10.0000	38.39	383.90	109.97	1,099.70	9.53	9.17	0.83	715.80
VANGUARD INDEX FDS	9.0000	42.67	384.03	88.27	794.43	6.88	16.87	2.12	410.40
VANGUARD INDEX FDS	26.0000	36.94	960.44	70.10	1,822.60	15.79	43.08	2.36	862.16
VANGUARD INDX GRWTH	22.0000	38.45	845.99	82.19	1,808.18	15.66	25.42	1.41	962.19
VANGUARD INTL EQ	33.0000	40.15	1,324.91	53.17	1,754.61	15.20	87.68	5.00	429.70
TOTAL EQUITIES			**3,899.27**		**7,279.52**	**63.06**	**182.22**		**3,380.25**
MISCELLANEOUS ASSETS									
BERNSTEIN FAM REALTY	0.3333	100.00	33.33	0.00	33.33	0.29	0.00	0.00	0.00
TOTAL MISCELLANEOUS ASSETS			**33.33**		**33.33**	**0.29**	**0.00**		**0.00**
GRAND TOTALS			**8,111.14**		**11,543.09**	**100.00**	**227.69**		**3,431.95**

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For the Account Of: *SIMON BERNSTEIN IRREVOCABLE TRUST U/A 9/7/06*
FBO JAKE BERNSTEIN
OPPENHEIMER TRUST CO, SUCCESSOR TRUSTEE

Account Number: *21 00 0917 0 03*
Period: *09/20/2010 to 08/16/2013*
Date Prepared: *08/26/2013 12:43 PM*

Statement of Transactions

Date	Description	Income Cash	Principal Cash	Investment Cost Basis
	RECEIVED FROM PRIOR TRUSTEE			
09/20/2010	RECEIVED FROM STANFORD TRUST COMPANY	0.00	2,185.58	0.00
	TOTAL RECEIVED FROM PRIOR TRUSTEE	0.00	2,185.58	0.00
	FEDERAL FIDUCIARY TAX REFUNDS			
01/03/2011	2009 FEDERAL FIDUCIARY TAX REFUND CHECK DTD 12/28/10	0.00	2,729.00	0.00
01/20/2011	2008 FEDERAL FIDUCIARY TAX REFUND	0.00	25,568.81	0.00
10/24/2011	2010 FEDERAL FIDUCIARY TAX REFUND	0.00	2,482.00	0.00
	TOTAL FEDERAL FIDUCIARY TAX REFUNDS	0.00	30,779.81	0.00
	ORDINARY DIVIDENDS			
09/29/2010	DIVIDEND RECEIVED SPDR SERIES TRUST DJ REIT	23.65	0.00	0.00
09/30/2010	DIVIDEND RECEIVED VANGUARD INDEX FDS GROWTH ETF	17.46	0.00	0.00
09/30/2010	DIVIDEND RECEIVED VANGUARD INDEX FDS VALUE	48.07	0.00	0.00
10/07/2010	DIVIDEND RECEIVED ISHARES TIPS BD ETF	1.35	0.00	0.00
10/07/2010	DIVIDEND RECEIVED ISHARES IBOXX INV CP ETF	2.60	0.00	0.00
10/07/2010	DIVIDEND RECEIVED ISHARES 20+ YR TR BD ETF	6.67	0.00	0.00
10/07/2010	DIVIDEND RECEIVED ISHARES 7 - 10 Y TR BD ETF	10.50	0.00	0.00
10/07/2010	DIVIDEND RECEIVED ISHARES MBS ETF	6.01	0.00	0.00
10/12/2010	DIVIDEND RECEIVED SPDR SERIES TRUST BRC HGH YLD BD	7.45	0.00	0.00
10/18/2010	INTEREST RECEIVED ADVANTAGE BANK DEPOSIT	0.14	0.00	0.00
11/05/2010	DIVIDEND RECEIVED ISHARES TIPS BD ETF	2.55	0.00	0.00
11/05/2010	DIVIDEND RECEIVED ISHARES IBOXX INV CP ETF	2.59	0.00	0.00
11/05/2010	DIVIDEND RECEIVED ISHARES 20+ YR TR BD ETF	5.43	0.00	0.00
11/05/2010	DIVIDEND RECEIVED ISHARES 7 - 10 Y TR BD ETF	10.56	0.00	0.00
11/05/2010	DIVIDEND RECEIVED ISHARES MBS ETF	4.27	0.00	0.00
11/09/2010	DIVIDEND RECEIVED SPDR SERIES TRUST BRC HGH YLD BD	7.43	0.00	0.00
11/16/2010	INTEREST RECEIVED ADVANTAGE BANK DEPOSIT	0.01	0.00	0.00
12/07/2010	DIVIDEND RECEIVED ISHARES TIPS BD ETF	1.79	0.00	0.00
12/07/2010	DIVIDEND RECEIVED ISHARES IBOXX INV CP ETF	2.56	0.00	0.00
12/07/2010	DIVIDEND RECEIVED ISHARES 20+ YR TR BD ETF	5.78	0.00	0.00
12/07/2010	DIVIDEND RECEIVED ISHARES 7 - 10 Y TR BD ETF	10.77	0.00	0.00

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Statement of Transactions

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12/07/2010	DIVIDEND RECEIVED ISHARES MBS ETF	6.92	0.00	0.00
12/09/2010	DIVIDEND RECEIVED SPDR SERIES TRUST BRC HGH YLD BD	7.25	0.00	0.00
12/16/2010	INTEREST RECEIVED ADVANTAGE BANK DEPOSIT	0.01	0.00	0.00
12/29/2010	DIVIDEND RECEIVED VANGUARD INTL EQUITY INDEX FD FTSE EMR MKT ETF	61.94	0.00	0.00
12/29/2010	DIVIDEND RECEIVED VANGUARD INTL EQUITY INDEX FD MEGA CAP GR ETF	139.07	0.00	0.00
12/29/2010	DIVIDEND RECEIVED VANGUARD INTL EQUITY INDEX FD FTSE EUROPE ETF	242.13	0.00	0.00
12/30/2010	DIVIDEND RECEIVED SPDR SERIES TRUST DJ REIT	25.84	0.00	0.00
12/31/2010	DIVIDEND RECEIVED VANGUARD INDEX FDS SM CP GRW	11.91	0.00	0.00
12/31/2010	DIVIDEND RECEIVED VANGUARD INDEX FDS SM CP VAL	21.59	0.00	0.00
12/31/2010	DIVIDEND RECEIVED VANGUARD INDEX FDS GROWTH ETF	17.46	0.00	0.00
12/31/2010	DIVIDEND RECEIVED VANGUARD INDEX FDS VALUE	44.13	0.00	0.00
01/04/2011	DIVIDEND RECEIVED ISHARES TIPS BD ETF	2.63	0.00	0.00
01/04/2011	DIVIDEND RECEIVED ISHARES IBOXX INV CP ETF	2.57	0.00	0.00
01/04/2011	DIVIDEND RECEIVED ISHARES 20+ YR TR BD ETF	5.45	0.00	0.00
01/04/2011	DIVIDEND RECEIVED ISHARES 7 - 10 Y TR BD ETF	11.18	0.00	0.00
01/04/2011	DIVIDEND RECEIVED ISHARES MBS ETF	6.83	0.00	0.00
01/06/2011	DIVIDEND RECEIVED SPDR SERIES TRUST BRC HGH YLD BD	7.60	0.00	0.00
01/06/2011	DIVIDEND RECEIVED SPDR SERIES TRUST BRCLYS INTL ETF	5.49	0.00	0.00
01/18/2011	INTEREST RECEIVED ADVANTAGE BANK DEPOSIT	0.03	0.00	0.00
02/07/2011	DIVIDEND RECEIVED ISHARES TIPS BD ETF	1.64	0.00	0.00
02/07/2011	DIVIDEND RECEIVED ISHARES IBOXX INV CP ETF	2.56	0.00	0.00
02/07/2011	DIVIDEND RECEIVED ISHARES 20+ YR TR BD ETF	5.44	0.00	0.00
02/07/2011	DIVIDEND RECEIVED ISHARES 7 - 10 Y TR BD ETF	10.59	0.00	0.00
02/07/2011	DIVIDEND RECEIVED ISHARES MBS ETF	6.82	0.00	0.00
02/09/2011	DIVIDEND RECEIVED SPDR SERIES TRUST BRC HGH YLD BD	6.55	0.00	0.00
02/16/2011	INTEREST RECEIVED ADVANTAGE BANK DEPOSIT	0.34	0.00	0.00
03/07/2011	DIVIDEND RECEIVED ISHARES TIPS BD ETF	2.74	0.00	0.00
03/07/2011	DIVIDEND RECEIVED ISHARES IBOXX INV CP ETF	2.59	0.00	0.00

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Statement of Transactions

Date	Description	Income Cash	Principal Cash	Investment Cost Basis
03/07/2011	DIVIDEND RECEIVED ISHARES 20+ YR TR BD ETF	5.05	0.00	0.00
03/07/2011	DIVIDEND RECEIVED ISHARES 7 - 10 Y TR BD ETF	9.74	0.00	0.00
03/07/2011	DIVIDEND RECEIVED ISHARES MBS ETF	6.50	0.00	0.00
03/08/2011	DIVIDEND RECEIVED SPDR SERIES TRUST BRC HGH YLD BD	6.64	0.00	0.00
03/16/2011	INTEREST RECEIVED ADVANTAGE BANK DEPOSIT	0.36	0.00	0.00
03/29/2011	DIVIDEND RECEIVED VANGUARD INDEX FDS SM CP GRW	0.20	0.00	0.00
03/29/2011	DIVIDEND RECEIVED VANGUARD INDEX FDS SM CP VAL	0.14	0.00	0.00
03/30/2011	DIVIDEND RECEIVED SPDR SERIES TRUST DJ REIT	19.70	0.00	0.00
03/31/2011	DIVIDEND RECEIVED VANGUARD INDEX FDS GROWTH ETF	14.62	0.00	0.00
03/31/2011	DIVIDEND RECEIVED VANGUARD INDEX FDS VALUE	39.63	0.00	0.00
04/07/2011	DIVIDEND RECEIVED ISHARES TIPS BD ETF	5.82	0.00	0.00
04/07/2011	DIVIDEND RECEIVED ISHARES IBOXX INV CP ETF	2.57	0.00	0.00
04/07/2011	DIVIDEND RECEIVED ISHARES 20+ YR TR BD ETF	6.56	0.00	0.00
04/07/2011	DIVIDEND RECEIVED ISHARES 7 - 10 Y TR BD ETF	11.17	0.00	0.00
04/07/2011	DIVIDEND RECEIVED ISHARES MBS ETF	5.98	0.00	0.00
04/11/2011	DIVIDEND RECEIVED SPDR SERIES TRUST BRC HGH YLD BD	6.58	0.00	0.00
04/18/2011	INTEREST RECEIVED ADVANTAGE BANK DEPOSIT	0.43	0.00	0.00
05/06/2011	DIVIDEND RECEIVED ISHARES TIPS BD ETF	5.94	0.00	0.00
05/06/2011	DIVIDEND RECEIVED ISHARES IBOXX INV CP ETF	2.56	0.00	0.00
05/06/2011	DIVIDEND RECEIVED ISHARES 20+ YR TR BD ETF	6.80	0.00	0.00
05/06/2011	DIVIDEND RECEIVED ISHARES 7 - 10 Y TR BD ETF	10.86	0.00	0.00
05/06/2011	DIVIDEND RECEIVED ISHARES MBS ETF	6.10	0.00	0.00
05/10/2011	DIVIDEND RECEIVED SPDR SERIES TRUST BRC HGH YLD BD	6.64	0.00	0.00
05/16/2011	INTEREST RECEIVED ADVANTAGE BANK DEPOSIT	0.36	0.00	0.00
06/07/2011	DIVIDEND RECEIVED ISHARES TIPS BD ETF	10.49	0.00	0.00
06/07/2011	DIVIDEND RECEIVED ISHARES IBOXX INV CP ETF	2.55	0.00	0.00
06/07/2011	DIVIDEND RECEIVED ISHARES 20+ YR TR BD ETF	5.98	0.00	0.00
06/07/2011	DIVIDEND RECEIVED ISHARES 7 - 10 Y TR BD ETF	11.00	0.00	0.00

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Statement of Transactions

Date	Description	Income Cash	Principal Cash	Investment Cost Basis
06/07/2011	DIVIDEND RECEIVED ISHARES MBS ETF	5.75	0.00	0.00
06/09/2011	DIVIDEND RECEIVED SPDR SERIES TRUST BRC HGH YLD BD	6.53	0.00	0.00
06/09/2011	DIVIDEND RECEIVED SPDR SERIES TRUST BRCLYS INTL ETF	1.86	0.00	0.00
06/16/2011	INTEREST RECEIVED ADVANTAGE BANK DEPOSIT	0.40	0.00	0.00
06/29/2011	DIVIDEND RECEIVED SPDR SERIES TRUST DJ REIT	25.30	0.00	0.00
06/30/2011	DIVIDEND RECEIVED VANGUARD INDEX FDS GROWTH ETF	16.77	0.00	0.00
06/30/2011	DIVIDEND RECEIVED VANGUARD INDEX FDS VALUE	40.00	0.00	0.00
07/08/2011	DIVIDEND RECEIVED ISHARES TIPS BD ETF	7.55	0.00	0.00
07/08/2011	DIVIDEND RECEIVED ISHARES IBOXX INV CP ETF	2.56	0.00	0.00
07/08/2011	DIVIDEND RECEIVED ISHARES 20+ YR TR BD ETF	5.43	0.00	0.00
07/08/2011	DIVIDEND RECEIVED ISHARES 7 - 10 Y TR BD ETF	10.38	0.00	0.00
07/08/2011	DIVIDEND RECEIVED ISHARES MBS ETF	6.43	0.00	0.00
07/12/2011	DIVIDEND RECEIVED SPDR SERIES TRUST BRC HGH YLD BD	6.62	0.00	0.00
07/12/2011	DIVIDEND RECEIVED SPDR SERIES TRUST BRCLYS INTL ETF	1.88	0.00	0.00
07/18/2011	INTEREST RECEIVED ADVANTAGE BANK DEPOSIT	0.41	0.00	0.00
08/05/2011	DIVIDEND RECEIVED ISHARES TIPS BD ETF	5.81	0.00	0.00
08/05/2011	DIVIDEND RECEIVED ISHARES IBOXX INV CP ETF	2.52	0.00	0.00
08/05/2011	DIVIDEND RECEIVED ISHARES 20+ YR TR BD ETF	5.53	0.00	0.00
08/05/2011	DIVIDEND RECEIVED ISHARES 7 - 10 Y TR BD ETF	10.72	0.00	0.00
08/05/2011	DIVIDEND RECEIVED ISHARES MBS ETF	6.74	0.00	0.00
08/09/2011	DIVIDEND RECEIVED SPDR SERIES TRUST BRC HGH YLD BD	6.47	0.00	0.00
08/09/2011	DIVIDEND RECEIVED SPDR SERIES TRUST BRCLYS INTL ETF	3.06	0.00	0.00
08/16/2011	INTEREST RECEIVED ADVANTAGE BANK DEPOSIT	1.21	0.00	0.00
09/08/2011	DIVIDEND RECEIVED ISHARES TIPS BD ETF	0.10	0.00	0.00
09/08/2011	DIVIDEND RECEIVED ISHARES IBOXX INV CP ETF	2.48	0.00	0.00
09/08/2011	DIVIDEND RECEIVED ISHARES 20+ YR TR BD ETF	5.48	0.00	0.00
09/08/2011	DIVIDEND RECEIVED ISHARES 7 - 10 Y TR BD ETF	10.31	0.00	0.00
09/08/2011	DIVIDEND RECEIVED ISHARES MBS ETF	5.64	0.00	0.00

For the Account Of: *SIMON BERNSTEIN IRREVOCABLE TRUST U/A 9/7/06*
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Date	Description	Income Cash	Principal Cash	Investment Cost Basis
09/12/2011	DIVIDEND RECEIVED SPDR SERIES TRUST BRC HGH YLD BD	6.57	0.00	0.00
09/12/2011	DIVIDEND RECEIVED SPDR SERIES TRUST BRCLYS INTL ETF	4.33	0.00	0.00
09/16/2011	INTEREST RECEIVED ADVANTAGE BANK DEPOSIT	0.20	0.00	0.00
09/28/2011	DIVIDEND RECEIVED SPDR SERIES TRUST DJ REIT	24.63	0.00	0.00
09/29/2011	DIVIDEND RECEIVED VANGUARD INDEX FDS GROWTH ETF	14.96	0.00	0.00
09/29/2011	DIVIDEND RECEIVED VANGUARD INDEX FDS VALUE	44.75	0.00	0.00
10/07/2011	DIVIDEND RECEIVED ISHARES TIPS BD ETF	1.73	0.00	0.00
10/07/2011	DIVIDEND RECEIVED ISHARES IBOXX INV CP ETF	2.51	0.00	0.00
10/07/2011	DIVIDEND RECEIVED ISHARES 20+ YR TR BD ETF	5.20	0.00	0.00
10/07/2011	DIVIDEND RECEIVED ISHARES 7 - 10 Y TR BD ETF	9.51	0.00	0.00
10/07/2011	DIVIDEND RECEIVED ISHARES MBS ETF	5.78	0.00	0.00
10/11/2011	DIVIDEND RECEIVED SPDR SERIES TRUST BRC HGH YLD BD	6.07	0.00	0.00
10/11/2011	DIVIDEND RECEIVED SPDR SERIES TRUST BRCLYS INTL ETF	3.81	0.00	0.00
10/17/2011	INTEREST RECEIVED ADVANTAGE BANK DEPOSIT	0.13	0.00	0.00
11/07/2011	DIVIDEND RECEIVED ISHARES TIPS BD ETF	3.60	0.00	0.00
11/07/2011	DIVIDEND RECEIVED ISHARES IBOXX INV CP ETF	2.41	0.00	0.00
11/07/2011	DIVIDEND RECEIVED ISHARES 20+ YR TR BD ETF	5.09	0.00	0.00
11/07/2011	DIVIDEND RECEIVED ISHARES 7 - 10 Y TR BD ETF	9.42	0.00	0.00
11/07/2011	DIVIDEND RECEIVED ISHARES MBS ETF	5.43	0.00	0.00
11/09/2011	DIVIDEND RECEIVED SPDR SERIES TRUST BRC HGH YLD BD	6.23	0.00	0.00
11/09/2011	DIVIDEND RECEIVED SPDR SERIES TRUST BRCLYS INTL ETF	4.30	0.00	0.00
11/16/2011	INTEREST RECEIVED ADVANTAGE BANK DEPOSIT	0.13	0.00	0.00
12/07/2011	DIVIDEND RECEIVED ISHARES TIPS BD ETF	2.41	0.00	0.00
12/07/2011	DIVIDEND RECEIVED ISHARES IBOXX INV CP ETF	2.31	0.00	0.00
12/07/2011	DIVIDEND RECEIVED ISHARES 20+ YR TR BD ETF	4.93	0.00	0.00
12/07/2011	DIVIDEND RECEIVED ISHARES 7 - 10 Y TR BD ETF	9.01	0.00	0.00
12/07/2011	DIVIDEND RECEIVED ISHARES MBS ETF	5.49	0.00	0.00
12/09/2011	DIVIDEND RECEIVED SPDR SERIES TRUST BRC HGH YLD BD	6.40	0.00	0.00

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Statement of Transactions

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12/09/2011	DIVIDEND RECEIVED SPDR SERIES TRUST BRCLYS INTL ETF	8.17	0.00	0.00
12/16/2011	INTEREST RECEIVED ADVANTAGE BANK DEPOSIT	0.13	0.00	0.00
12/28/2011	DIVIDEND RECEIVED VANGUARD INTL EQUITY INDEX FD FTSE EMR MKT ETF	66.86	0.00	0.00
12/28/2011	DIVIDEND RECEIVED VANGUARD INTL EQUITY INDEX FD MEGA CAP GR ETF	98.27	0.00	0.00
12/28/2011	DIVIDEND RECEIVED VANGUARD INTL EQUITY INDEX FD FTSE EUROPE ETF	200.34	0.00	0.00
12/29/2011	DIVIDEND RECEIVED SPDR SERIES TRUST DJ REIT	29.93	0.00	0.00
12/30/2011	INTEREST RECEIVED ADVANTAGE BANK DEPOSIT	0.06	0.00	0.00
12/30/2011	DIVIDEND RECEIVED VANGUARD INDEX FDS SM CP GRW	13.63	0.00	0.00
12/30/2011	DIVIDEND RECEIVED VANGUARD INDEX FDS SM CP VAL	23.32	0.00	0.00
12/30/2011	DIVIDEND RECEIVED VANGUARD INDEX FDS GROWTH ETF	19.52	0.00	0.00
12/30/2011	DIVIDEND RECEIVED VANGUARD INDEX FDS VALUE	51.00	0.00	0.00
01/04/2012	DIVIDEND RECEIVED ISHARES IBOXX INV CP ETF	2.33	0.00	0.00
01/04/2012	DIVIDEND RECEIVED ISHARES 20+ YR TR BD ETF	6.46	0.00	0.00
01/04/2012	DIVIDEND RECEIVED ISHARES 7 - 10 Y TR BD ETF	8.62	0.00	0.00
01/04/2012	DIVIDEND RECEIVED ISHARES MBS ETF	5.36	0.00	0.00
01/06/2012	DIVIDEND RECEIVED SPDR SERIES TRUST BRC HGH YLD BD	5.69	0.00	0.00
01/06/2012	DIVIDEND RECEIVED SPDR SERIES TRUST BRCLYS INTL ETF	2.14	0.00	0.00
01/17/2012	INTEREST RECEIVED ADVANTAGE BANK DEPOSIT	0.08	0.00	0.00
02/07/2012	DIVIDEND RECEIVED ISHARES IBOXX INV CP ETF	2.35	0.00	0.00
02/07/2012	DIVIDEND RECEIVED ISHARES 20+ YR TR BD ETF	4.91	0.00	0.00
02/07/2012	DIVIDEND RECEIVED ISHARES 7 - 10 Y TR BD ETF	8.59	0.00	0.00
02/07/2012	DIVIDEND RECEIVED ISHARES MBS ETF	6.74	0.00	0.00
02/09/2012	DIVIDEND RECEIVED SPDR SERIES TRUST BRC HGH YLD BD	5.61	0.00	0.00
02/09/2012	DIVIDEND RECEIVED SPDR SERIES TRUST BRCLYS INTL ETF	1.43	0.00	0.00
02/16/2012	INTEREST RECEIVED ADVANTAGE BANK DEPOSIT	0.13	0.00	0.00
03/07/2012	DIVIDEND RECEIVED ISHARES IBOXX INV CP ETF	2.42	0.00	0.00
03/07/2012	DIVIDEND RECEIVED ISHARES 20+ YR TR BD ETF	4.54	0.00	0.00
03/07/2012	DIVIDEND RECEIVED ISHARES 7 - 10 Y TR BD ETF	7.63	0.00	0.00

For the Account Of: *SIMON BERNSTEIN IRREVOCABLE TRUST U/A 9/7/06*
FBO JAKE BERNSTEIN
OPPENHEIMER TRUST CO, SUCCESSOR TRUSTEE

Account Number: *21 00 0917 0 03*
Period: *09/20/2010 to 08/16/2013*
Date Prepared: *08/26/2013 12:43 PM*

Statement of Transactions

Date	Description	Income Cash	Principal Cash	Investment Cost Basis
03/07/2012	DIVIDEND RECEIVED ISHARES MBS ETF	6.07	0.00	0.00
03/09/2012	DIVIDEND RECEIVED SPDR SERIES TRUST BRC HGH YLD BD	6.13	0.00	0.00
03/09/2012	DIVIDEND RECEIVED SPDR SERIES TRUST BRCLYS INTL ETF	1.38	0.00	0.00
03/16/2012	INTEREST RECEIVED ADVANTAGE BANK DEPOSIT	0.13	0.00	0.00
03/28/2012	DIVIDEND RECEIVED SPDR SERIES TRUST DJ REIT	21.36	0.00	0.00
03/28/2012	DIVIDEND RECEIVED VANGUARD INDEX FDS SM CP GRW	0.20	0.00	0.00
03/28/2012	DIVIDEND RECEIVED VANGUARD INDEX FDS SM CP VAL	0.49	0.00	0.00
03/30/2012	DIVIDEND RECEIVED VANGUARD INDEX FDS GROWTH ETF	16.68	0.00	0.00
03/30/2012	DIVIDEND RECEIVED VANGUARD INDEX FDS VALUE	42.75	0.00	0.00
04/09/2012	DIVIDEND RECEIVED ISHARES TIPS BD ETF	3.24	0.00	0.00
04/09/2012	DIVIDEND RECEIVED ISHARES IBOXX INV CP ETF	2.38	0.00	0.00
04/09/2012	DIVIDEND RECEIVED ISHARES 20+ YR TR BD ETF	4.93	0.00	0.00
04/09/2012	DIVIDEND RECEIVED ISHARES 7 - 10 Y TR BD ETF	7.98	0.00	0.00
04/09/2012	DIVIDEND RECEIVED ISHARES MBS ETF	4.19	0.00	0.00
04/11/2012	DIVIDEND RECEIVED SPDR SERIES TRUST BRC HGH YLD BD	6.28	0.00	0.00
04/11/2012	DIVIDEND RECEIVED SPDR SERIES TRUST BRCLYS INTL ETF	1.44	0.00	0.00
04/16/2012	INTEREST RECEIVED ADVANTAGE BANK DEPOSIT	0.13	0.00	0.00
05/07/2012	DIVIDEND RECEIVED ISHARES TIPS BD ETF	4.26	0.00	0.00
05/07/2012	DIVIDEND RECEIVED ISHARES IBOXX INV CP ETF	2.33	0.00	0.00
05/07/2012	DIVIDEND RECEIVED ISHARES 20+ YR TR BD ETF	4.82	0.00	0.00
05/07/2012	DIVIDEND RECEIVED ISHARES 7 - 10 Y TR BD ETF	7.57	0.00	0.00
05/07/2012	DIVIDEND RECEIVED ISHARES MBS ETF	3.48	0.00	0.00
05/09/2012	DIVIDEND RECEIVED SPDR SERIES TRUST BRC HGH YLD BD	6.40	0.00	0.00
05/09/2012	DIVIDEND RECEIVED SPDR SERIES TRUST BRCLYS INTL ETF	1.38	0.00	0.00
05/16/2012	INTEREST RECEIVED ADVANTAGE BANK DEPOSIT	0.13	0.00	0.00
06/07/2012	DIVIDEND RECEIVED ISHARES TIPS BD ETF	8.04	0.00	0.00
06/07/2012	DIVIDEND RECEIVED ISHARES IBOXX INV CP ETF	2.37	0.00	0.00
06/07/2012	DIVIDEND RECEIVED ISHARES 20+ YR TR BD ETF	4.47	0.00	0.00

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06/07/2012	DIVIDEND RECEIVED ISHARES 7 - 10 Y TR BD ETF	7.68	0.00	0.00
06/07/2012	DIVIDEND RECEIVED ISHARES MBS ETF	3.60	0.00	0.00
06/11/2012	DIVIDEND RECEIVED SPDR SERIES TRUST BRC HGH YLD BD	6.16	0.00	0.00
06/11/2012	DIVIDEND RECEIVED SPDR SERIES TRUST BRCLYS INTL ETF	1.58	0.00	0.00
06/18/2012	INTEREST RECEIVED ADVANTAGE BANK DEPOSIT	0.14	0.00	0.00
06/27/2012	DIVIDEND RECEIVED SPDR SERIES TRUST DJ REIT	26.97	0.00	0.00
06/29/2012	DIVIDEND RECEIVED VANGUARD INDEX FDS GROWTH ETF	17.97	0.00	0.00
06/29/2012	DIVIDEND RECEIVED VANGUARD INDEX FDS VALUE	46.50	0.00	0.00
07/09/2012	DIVIDEND RECEIVED ISHARES TIPS BD ETF	3.53	0.00	0.00
07/09/2012	DIVIDEND RECEIVED ISHARES IBOXX INV CP ETF	2.35	0.00	0.00
07/09/2012	DIVIDEND RECEIVED ISHARES 20+ YR TR BD ETF	4.57	0.00	0.00
07/09/2012	DIVIDEND RECEIVED ISHARES 7 - 10 Y TR BD ETF	7.21	0.00	0.00
07/09/2012	DIVIDEND RECEIVED ISHARES MBS ETF	3.79	0.00	0.00
07/11/2012	DIVIDEND RECEIVED SPDR SERIES TRUST BRC HGH YLD BD	6.13	0.00	0.00
07/11/2012	DIVIDEND RECEIVED SPDR SERIES TRUST BRCLYS INTL ETF	1.43	0.00	0.00
07/16/2012	INTEREST RECEIVED ADVANTAGE BANK DEPOSIT	0.12	0.00	0.00
08/07/2012	DIVIDEND RECEIVED ISHARES IBOXX INV CP ETF	2.31	0.00	0.00
08/07/2012	DIVIDEND RECEIVED ISHARES 20+ YR TR BD ETF	4.63	0.00	0.00
08/07/2012	DIVIDEND RECEIVED ISHARES 7 - 10 Y TR BD ETF	7.30	0.00	0.00
08/07/2012	DIVIDEND RECEIVED ISHARES MBS ETF	3.09	0.00	0.00
08/09/2012	DIVIDEND RECEIVED SPDR SERIES TRUST BRC HGH YLD BD	5.97	0.00	0.00
08/09/2012	DIVIDEND RECEIVED SPDR SERIES TRUST BRCLYS INTL ETF	1.35	0.00	0.00
08/16/2012	INTEREST RECEIVED ADVANTAGE BANK DEPOSIT	0.13	0.00	0.00
09/10/2012	DIVIDEND RECEIVED ISHARES IBOXX INV CP ETF	2.31	0.00	0.00
09/10/2012	DIVIDEND RECEIVED ISHARES 20+ YR TR BD ETF	4.62	0.00	0.00
09/10/2012	DIVIDEND RECEIVED ISHARES 7 - 10 Y TR BD ETF	6.79	0.00	0.00
09/10/2012	DIVIDEND RECEIVED ISHARES MBS ETF	2.40	0.00	0.00
09/12/2012	DIVIDEND RECEIVED SPDR SERIES TRUST BRC HGH YLD BD	5.79	0.00	0.00

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Date	Description	Income Cash	Principal Cash	Investment Cost Basis
09/12/2012	DIVIDEND RECEIVED SPDR SERIES TRUST BRCLYS INTL ETF	0.65	0.00	0.00
09/17/2012	INTEREST RECEIVED ADVANTAGE BANK DEPOSIT	0.14	0.00	0.00
09/28/2012	DIVIDEND RECEIVED VANGUARD INTL EQUITY INDEX FD FTSE EMR MKT ETF	39.90	0.00	0.00
09/28/2012	DIVIDEND RECEIVED VANGUARD INTL EQUITY INDEX FD MEGA CAP GR ETF	47.06	0.00	0.00
09/28/2012	DIVIDEND RECEIVED VANGUARD INTL EQUITY INDEX FD FTSE EUROPE ETF	113.19	0.00	0.00
09/28/2012	DIVIDEND RECEIVED VANGUARD INDEX FDS GROWTH ETF	21.33	0.00	0.00
09/28/2012	DIVIDEND RECEIVED VANGUARD INDEX FDS VALUE	48.50	0.00	0.00
10/03/2012	DIVIDEND RECEIVED SPDR SERIES TRUST DJ REIT	29.36	0.00	0.00
10/05/2012	DIVIDEND RECEIVED ISHARES IBOXX INV CP ETF	2.30	0.00	0.00
10/05/2012	DIVIDEND RECEIVED ISHARES 20+ YR TR BD ETF	4.41	0.00	0.00
10/05/2012	DIVIDEND RECEIVED ISHARES 7 - 10 Y TR BD ETF	6.36	0.00	0.00
10/05/2012	DIVIDEND RECEIVED ISHARES MBS ETF	2.55	0.00	0.00
10/09/2012	INTEREST RECEIVED ADVANTAGE BANK DEPOSIT	0.10	0.00	0.00
10/09/2012	DIVIDEND RECEIVED SPDR SERIES TRUST BRC HGH YLD BD	5.77	0.00	0.00
10/09/2012	DIVIDEND RECEIVED SPDR SERIES TRUST BRCLYS INTL ETF	1.47	0.00	0.00
10/19/2012	DIVIDEND RECEIVED ADVANTAGE PRIMARY LIQ FD	0.17	0.00	0.00
11/07/2012	DIVIDEND RECEIVED ISHARES TIPS BD ETF	2.92	0.00	0.00
11/07/2012	DIVIDEND RECEIVED ISHARES IBOXX INV CP ETF	2.27	0.00	0.00
11/07/2012	DIVIDEND RECEIVED ISHARES 20+ YR TR BD ETF	4.58	0.00	0.00
11/07/2012	DIVIDEND RECEIVED ISHARES 7 - 10 Y TR BD ETF	6.54	0.00	0.00
11/07/2012	DIVIDEND RECEIVED ISHARES MBS ETF	2.57	0.00	0.00
11/09/2012	DIVIDEND RECEIVED SPDR SERIES TRUST BRC HGH YLD BD	5.84	0.00	0.00
11/09/2012	DIVIDEND RECEIVED SPDR SERIES TRUST BRCLYS INTL ETF	1.61	0.00	0.00
11/16/2012	DIVIDEND RECEIVED ADVANTAGE PRIMARY LIQ FD	0.49	0.00	0.00
12/07/2012	DIVIDEND RECEIVED ISHARES TIPS BD ETF	4.85	0.00	0.00
12/07/2012	DIVIDEND RECEIVED ISHARES IBOXX INV CP ETF	2.20	0.00	0.00
12/07/2012	DIVIDEND RECEIVED ISHARES 20+ YR TR BD ETF	4.16	0.00	0.00
12/07/2012	DIVIDEND RECEIVED ISHARES 7 - 10 Y TR BD ETF	6.16	0.00	0.00

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12/07/2012	DIVIDEND RECEIVED ISHARES MBS ETF	2.02	0.00	0.00
12/11/2012	DIVIDEND RECEIVED SPDR SERIES TRUST BRC HGH YLD BD	5.79	0.00	0.00
12/11/2012	DIVIDEND RECEIVED SPDR SERIES TRUST BRCLYS INTL ETF	2.67	0.00	0.00
12/21/2012	DIVIDEND RECEIVED ADVANTAGE PRIMARY LIQ FD	0.33	0.00	0.00
12/27/2012	DIVIDEND RECEIVED VANGUARD INTL EQUITY INDEX FD FTSE EMR MKT ETF	34.20	0.00	0.00
12/27/2012	DIVIDEND RECEIVED VANGUARD INTL EQUITY INDEX FD MEGA CAP GR ETF	59.83	0.00	0.00
12/27/2012	DIVIDEND RECEIVED VANGUARD INTL EQUITY INDEX FD FTSE EUROPE ETF	41.06	0.00	0.00
12/31/2012	DIVIDEND RECEIVED ADVANTAGE PRIMARY LIQ FD	0.07	0.00	0.00
12/31/2012	DIVIDEND RECEIVED VANGUARD INDEX FDS SM CP GRW	30.26	0.00	0.00
12/31/2012	DIVIDEND RECEIVED VANGUARD INDEX FDS SM CP VAL	31.86	0.00	0.00
12/31/2012	DIVIDEND RECEIVED VANGUARD INDEX FDS GROWTH ETF	36.29	0.00	0.00
12/31/2012	DIVIDEND RECEIVED VANGUARD INDEX FDS VALUE	61.25	0.00	0.00
01/02/2013	DIVIDEND RECEIVED ISHARES TIPS BD ETF	0.09	0.00	0.00
01/02/2013	DIVIDEND RECEIVED ISHARES IBOXX INV CP ETF	2.17	0.00	0.00
01/02/2013	DIVIDEND RECEIVED ISHARES 20+ YR TR BD ETF	4.56	0.00	0.00
01/02/2013	DIVIDEND RECEIVED ISHARES 7 - 10 Y TR BD ETF	6.78	0.00	0.00
01/04/2013	DIVIDEND RECEIVED SPDR SERIES TRUST DJ REIT	31.50	0.00	0.00
01/07/2013	DIVIDEND RECEIVED SPDR SERIES TRUST BRC HGH YLD BD	5.59	0.00	0.00
01/07/2013	DIVIDEND RECEIVED SPDR SERIES TRUST BRCLYS INTL ETF	2.15	0.00	0.00
01/18/2013	DIVIDEND RECEIVED ADVANTAGE PRIMARY LIQ FD	0.04	0.00	0.00
02/07/2013	DIVIDEND RECEIVED ISHARES IBOXX INV CP ETF	2.22	0.00	0.00
02/07/2013	DIVIDEND RECEIVED ISHARES 20+ YR TR BD ETF	4.42	0.00	0.00
02/07/2013	DIVIDEND RECEIVED ISHARES 7 - 10 Y TR BD ETF	6.30	0.00	0.00
02/07/2013	DIVIDEND RECEIVED ISHARES MBS ETF	1.81	0.00	0.00
02/11/2013	DIVIDEND RECEIVED SPDR SERIES TRUST BRC HGH YLD BD	5.52	0.00	0.00
02/11/2013	DIVIDEND RECEIVED SPDR SERIES TRUST BRCLYS INTL ETF	1.49	0.00	0.00
02/19/2013	INTEREST RECEIVED ADVANTAGE BANK DEPOSIT	0.02	0.00	0.00
02/22/2013	DIVIDEND RECEIVED ADVANTAGE PRIMARY LIQ FD	0.04	0.00	0.00

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03/07/2013	DIVIDEND RECEIVED ISHARES IBOXX INV CP ETF	2.25	0.00	0.00
03/07/2013	DIVIDEND RECEIVED ISHARES 7 - 10 Y TR BD ETF	5.70	0.00	0.00
03/07/2013	DIVIDEND RECEIVED ISHARES MBS ETF	2.13	0.00	0.00
03/11/2013	DIVIDEND RECEIVED SPDR SERIES TRUST BRC HGH YLD BD	5.58	0.00	0.00
03/11/2013	DIVIDEND RECEIVED SPDR SERIES TRUST BRCLYS INTL ETF	2.49	0.00	0.00
03/18/2013	INTEREST RECEIVED ADVANTAGE BANK DEPOSIT	0.03	0.00	0.00
03/26/2013	DIVIDEND RECEIVED SPDR SERIES TRUST DJ REIT	20.17	0.00	0.00
03/26/2013	DIVIDEND RECEIVED VANGUARD INDEX FDS SM CP GRW	0.40	0.00	0.00
03/26/2013	DIVIDEND RECEIVED VANGUARD INDEX FDS SM CP VAL	0.36	0.00	0.00
03/28/2013	DIVIDEND RECEIVED VANGUARD INTL EQUITY INDEX FD FTSE EMR MKT ETF	4.41	0.00	0.00
03/28/2013	DIVIDEND RECEIVED VANGUARD INTL EQUITY INDEX FD MEGA CAP GR ETF	8.25	0.00	0.00
03/28/2013	DIVIDEND RECEIVED VANGUARD INTL EQUITY INDEX FD FTSE EUROPE ETF	15.47	0.00	0.00
03/28/2013	DIVIDEND RECEIVED VANGUARD INDEX FDS GROWTH ETF	11.58	0.00	0.00
03/28/2013	DIVIDEND RECEIVED VANGUARD INDEX FDS VALUE	23.28	0.00	0.00
04/05/2013	DIVIDEND RECEIVED ISHARES TIPS BD ETF	0.80	0.00	0.00
04/05/2013	DIVIDEND RECEIVED ISHARES IBOXX INV CP ETF	2.21	0.00	0.00
04/05/2013	DIVIDEND RECEIVED ISHARES 7 - 10 Y TR BD ETF	6.51	0.00	0.00
04/05/2013	DIVIDEND RECEIVED ISHARES MBS ETF	5.17	0.00	0.00
04/09/2013	DIVIDEND RECEIVED SPDR SERIES TRUST BRC HGH YLD BD	5.40	0.00	0.00
04/09/2013	DIVIDEND RECEIVED SPDR SERIES TRUST BRCLYS INTL ETF	1.05	0.00	0.00
04/16/2013	INTEREST RECEIVED ADVANTAGE BANK DEPOSIT	0.02	0.00	0.00
05/07/2013	DIVIDEND RECEIVED ISHARES TIPS BD ETF	3.11	0.00	0.00
05/07/2013	DIVIDEND RECEIVED ISHARES IBOXX INV CP ETF	2.17	0.00	0.00
05/07/2013	DIVIDEND RECEIVED ISHARES 7 - 10 Y TR BD ETF	6.07	0.00	0.00
05/07/2013	DIVIDEND RECEIVED ISHARES MBS ETF	1.59	0.00	0.00
05/09/2013	DIVIDEND RECEIVED SPDR SERIES TRUST BRC HGH YLD BD	5.51	0.00	0.00
05/09/2013	DIVIDEND RECEIVED SPDR SERIES TRUST BRCLYS INTL ETF	0.71	0.00	0.00
05/16/2013	INTEREST RECEIVED ADVANTAGE BANK DEPOSIT	0.01	0.00	0.00

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06/07/2013	DIVIDEND RECEIVED ISHARES 7 - 10 Y TR BD ETF	6.37	0.00	0.00
06/07/2013	DIVIDEND RECEIVED ISHARES MBS ETF	1.14	0.00	0.00
06/11/2013	DIVIDEND RECEIVED SPDR SERIES TRUST BRC HGH YLD BD	5.26	0.00	0.00
06/17/2013	INTEREST RECEIVED ADVANTAGE BANK DEPOSIT	0.02	0.00	0.00
06/28/2013	DIVIDEND RECEIVED VANGUARD INTL EQUITY INDEX FD FTSE EMR MKT ETF	23.28	0.00	0.00
06/28/2013	DIVIDEND RECEIVED VANGUARD INTL EQUITY INDEX FD FTSE EUROPE ETF	61.75	0.00	0.00
06/28/2013	DIVIDEND RECEIVED VANGUARD INDEX FDS GROWTH ETF	13.16	0.00	0.00
06/28/2013	DIVIDEND RECEIVED VANGUARD INDEX FDS VALUE	15.64	0.00	0.00
07/08/2013	DIVIDEND RECEIVED ISHARES 7 - 10 Y TR BD ETF	4.32	0.00	0.00
07/08/2013	DIVIDEND RECEIVED ISHARES MBS ETF	1.34	0.00	0.00
07/10/2013	DIVIDEND RECEIVED SPDR SERIES TRUST BRC HGH YLD BD	5.31	0.00	0.00
07/16/2013	INTEREST RECEIVED ADVANTAGE BANK DEPOSIT	0.02	0.00	0.00
08/07/2013	DIVIDEND RECEIVED ISHARES 7 - 10 Y TR BD ETF	2.25	0.00	0.00
08/07/2013	DIVIDEND RECEIVED ISHARES MBS ETF	1.28	0.00	0.00
08/16/2013	INTEREST RECEIVED ADVANTAGE BANK DEPOSIT	0.01	0.00	0.00
	TOTAL ORDINARY DIVIDENDS	3,427.04	0.00	0.00
	CAPITAL GAIN DISTRIBUTIONS			
12/07/2010	SHORT TERM CAPITAL GAIN DIVIDEND ISHARES MBS ETF	0.00	49.99	0.00
12/07/2010	LONG TERM CAPITAL GAIN DIVIDEND ISHARES MBS ETF	0.00	0.36	0.00
01/06/2011	SHORT TERM CAPITAL GAIN DIVIDEND SPDR SERIES TRUST BRC HGH YLD BD	0.00	10.35	0.00
01/06/2011	LONG TERM CAPITAL GAIN DIVIDEND SPDR SERIES TRUST BRC HGH YLD BD	0.00	5.61	0.00
01/06/2012	LONG TERM CAPITAL GAIN DIVIDEND SPDR SERIES TRUST BRC HGH YLD BD	0.00	6.87	0.00
12/07/2012	SHORT TERM CAPITAL GAIN DIVIDEND ISHARES MBS ETF	0.00	4.55	0.00
12/07/2012	LONG TERM CAPITAL GAIN DIVIDEND ISHARES IBOXX INV CP ETF	0.00	0.08	0.00
	TOTAL CAPITAL GAIN DISTRIBUTIONS	0.00	77.79	0.00
	OTHER INCOME			
01/03/2011	INTEREST ON 2009 FIDUCIARY INCOME TAX REFUND CHECK DTD 12/28/10	10.79	0.00	0.00
01/20/2011	INTEREST ON 2008 FEDERAL FIDUCIARY TAX REFUND	1,814.80	0.00	0.00
	TOTAL OTHER INCOME	1,825.59	0.00	0.00

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	PROCEEDS FROM THE SALE OF ASSETS			
11/03/2010	SELL 22 SHARES @50.01 PLUS COMM VANGUARD INDEX FDS VALUE	0.00	1,020.20	-907.28
02/06/2013	SELL 17 SHARES @116.92 PLUS COMM ISHARES 20+ YR TR BD ETF	0.00	1,907.59	-1,613.30
02/06/2013	SELL 40 SHARES @51.39 PLUS COMM VANGUARD INTL EQUITY INDEX FD FTSE EUROPE ETF	0.00	1,975.55	-1,605.95
02/06/2013	SELL 35 SHARES @74.69 PLUS COMM VANGUARD INDEX FDS GROWTH ETF	0.00	2,540.34	-1,414.35
02/06/2013	SELL 65 SHARES @63.01 PLUS COMM VANGUARD INDEX FDS VALUE	0.00	3,991.73	-2,680.60
05/17/2013	SELL 6 SHARES @119.73 PLUS COMM ISHARES IBOXX INV CP ETF	0.00	638.36	-542.52
05/17/2013	SELL 24 SHARES @84.23 PLUS COMM SPDR SERIES TRUST DJ REIT	0.00	1,941.47	-944.64
05/17/2013	SELL 20 SHARES @61.64 PLUS COMM VANGUARD INTL EQUITY INDEX FD MEGA CAP GR ETF	0.00	1,152.77	-848.00
05/17/2013	SELL 20 SHARES @68.88 PLUS COMM VANGUARD INDEX FDS VALUE	0.00	1,297.56	-824.80
06/04/2013	SELL 10 SHARES @116.56 PLUS COMM ISHARES TIPS BD ETF	0.00	1,085.57	-950.00
06/04/2013	SELL 16 SHARES @57.51 PLUS COMM SPDR SERIES TRUST BRCLYS INTL ETF	0.00	857.63	-741.15
06/04/2013	SELL 25 SHARES @79.10 PLUS COMM SPDR SERIES TRUST DJ REIT	0.00	1,897.46	-984.00
06/04/2013	SELL 30 SHARES @42.42 PLUS COMM VANGUARD INTL EQUITY INDEX FD FTSE EMR MKT ETF	0.00	1,267.57	-740.40
06/04/2013	SELL 23 SHARES @57.87 PLUS COMM VANGUARD INTL EQUITY INDEX FD MEGA CAP GR ETF	0.00	1,267.17	-975.20
06/04/2013	SELL 19 SHARES @57.87 PLUS COMM VANGUARD INTL EQUITY INDEX FD MEGA CAP GR ETF	0.00	1,063.32	-741.38
06/04/2013	SELL 16 SHARES @104.76 PLUS COMM VANGUARD INDEX FDS SM CP GRW	0.00	1,596.13	-687.20
07/03/2013	SELL 14 SHARES @102.24 PLUS COMM ISHARES 7 - 10 Y TR BD ETF	0.00	1,351.33	-1,243.62
07/03/2013	SELL 46 SHARES @38.73 PLUS COMM VANGUARD INTL EQUITY INDEX FD FTSE EMR MKT ETF	0.00	1,701.54	-1,135.28
07/03/2013	SELL 25 SHARES @78.52 PLUS COMM VANGUARD INDEX FDS GROWTH ETF	0.00	1,882.96	-1,010.25
07/19/2013	SELL 5 SHARES @102.11 PLUS COMM ISHARES 7 - 10 Y TR BD ETF	0.00	483.87	-444.15
07/19/2013	SELL 10 SHARES @102.11 PLUS COMM ISHARES 7 - 10 Y TR BD ETF	0.00	967.75	-987.84
07/19/2013	SELL 5 SHARES @104.69 PLUS COMM ISHARES MBS ETF	0.00	518.44	-509.50
07/19/2013	SELL 26 SHARES @40.19 PLUS COMM SPDR SERIES TRUST BRC HGH YLD BD	0.00	964.92	-803.66
07/19/2013	SELL 32 SHARES @50.40 PLUS COMM VANGUARD INTL EQUITY INDEX FD FTSE EUROPE ETF	0.00	1,532.77	-1,284.77
07/19/2013	SELL 7 SHARES @109.19 PLUS COMM VANGUARD INDEX FDS SM CP GRW	0.00	759.31	-300.65
07/19/2013	SELL 8 SHARES @88.23 PLUS COMM VANGUARD INDEX FDS SM CP VAL	0.00	700.82	-341.36
07/19/2013	SELL 4 SHARES @81.86 PLUS COMM VANGUARD INDEX FDS GROWTH ETF	0.00	322.43	-161.64
07/19/2013	SELL 14 SHARES @70.73 PLUS COMM VANGUARD INDEX FDS VALUE	0.00	910.20	-517.16

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	VANGUARD INDEX FDS VALUE			
	TOTAL PROCEEDS FROM THE SALE OF ASSETS	0.00	37,616.76	-25,940.65
	PROCEEDS FROM THE WITHDRAWAL OF ASSETS			
10/14/2010	REDEEM ADVANTAGE BANK DEPOSIT	0.00	1,854.50	-1,854.50
01/11/2011	REDEEM ADVANTAGE BANK DEPOSIT	0.00	52.47	-52.47
04/21/2011	REDEEM ADVANTAGE BANK DEPOSIT	0.00	96.44	-96.44
07/13/2011	REDEEM ADVANTAGE BANK DEPOSIT	0.00	1,139.00	-1,139.00
07/22/2011	REDEEM ADVANTAGE BANK DEPOSIT	0.00	92.88	-92.88
08/31/2011	REDEEM ADVANTAGE BANK DEPOSIT	0.00	657.00	-657.00
10/14/2011	REDEEM ADVANTAGE BANK DEPOSIT	0.00	138.29	-138.29
10/24/2011	REDEEM ADVANTAGE BANK DEPOSIT	0.00	275.00	-275.00
12/22/2011	REDEEM ADVANTAGE BANK DEPOSIT	0.00	657.00	-657.00
01/10/2012	REDEEM ADVANTAGE BANK DEPOSIT	0.00	146.30	-146.30
04/23/2012	REDEEM ADVANTAGE BANK DEPOSIT	0.00	101.94	-101.94
07/17/2012	REDEEM ADVANTAGE BANK DEPOSIT	0.00	94.21	-94.21
10/09/2012	REDEEM ADVANTAGE BANK DEPOSIT	0.00	32,051.75	-32,051.75
10/11/2012	REDEEM ADVANTAGE PRIMARY LIQ FD	0.00	179.47	-179.47
10/22/2012	REDEEM ADVANTAGE PRIMARY LIQ FD	0.00	193.63	-193.63
10/25/2012	REDEEM ADVANTAGE PRIMARY LIQ FD	0.00	275.00	-275.00
11/08/2012	REDEEM ADVANTAGE PRIMARY LIQ FD	0.00	1,777.99	-1,777.99
11/14/2012	REDEEM ADVANTAGE PRIMARY LIQ FD	0.00	9,319.50	-9,319.50
11/30/2012	REDEEM ADVANTAGE PRIMARY LIQ FD	0.00	1,000.00	-1,000.00
12/03/2012	REDEEM ADVANTAGE PRIMARY LIQ FD	0.00	1,803.60	-1,803.60
12/06/2012	REDEEM ADVANTAGE PRIMARY LIQ FD	0.00	3,000.00	-3,000.00
12/10/2012	REDEEM ADVANTAGE PRIMARY LIQ FD	0.00	1,000.00	-1,000.00
12/12/2012	REDEEM ADVANTAGE PRIMARY LIQ FD	0.00	500.00	-500.00
12/26/2012	REDEEM ADVANTAGE PRIMARY LIQ FD	0.00	2,832.45	-2,832.45
01/23/2013	REDEEM ADVANTAGE PRIMARY LIQ FD	0.00	88.76	-88.76
01/30/2013	REDEEM ADVANTAGE PRIMARY LIQ FD	0.00	2,478.98	-2,478.98

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01/31/2013	REDEEM ADVANTAGE PRIMARY LIQ FD	0.00	3,000.00	-3,000.00
02/01/2013	REDEEM ADVANTAGE PRIMARY LIQ FD	0.00	3,000.00	-3,000.00
02/11/2013	REDEEM ADVANTAGE PRIMARY LIQ FD	0.00	81.00	-81.00
02/27/2013	REDEEM ADVANTAGE PRIMARY LIQ FD	0.00	100.24	-100.24
02/28/2013	REDEEM ADVANTAGE BANK DEPOSIT	0.00	1,525.40	-1,525.40
02/28/2013	REDEEM ADVANTAGE PRIMARY LIQ FD	0.00	1,474.60	-1,474.60
03/12/2013	REDEEM ADVANTAGE BANK DEPOSIT	0.00	2,981.85	-2,981.85
03/13/2013	REDEEM ADVANTAGE BANK DEPOSIT	0.00	35.00	-35.00
04/05/2013	REDEEM ADVANTAGE BANK DEPOSIT	0.00	2,937.01	-2,937.01
04/25/2013	REDEEM ADVANTAGE BANK DEPOSIT	0.00	88.00	-88.00
05/03/2013	REDEEM ADVANTAGE BANK DEPOSIT	0.00	2,000.00	-2,000.00
05/13/2013	REDEEM ADVANTAGE BANK DEPOSIT	0.00	25.99	-25.99
05/15/2013	REDEEM ADVANTAGE BANK DEPOSIT	0.00	477.34	-477.34
05/31/2013	REDEEM ADVANTAGE BANK DEPOSIT	0.00	1,500.00	-1,500.00
06/28/2013	REDEEM ADVANTAGE BANK DEPOSIT	0.00	2,614.00	-2,614.00
07/01/2013	REDEEM ADVANTAGE BANK DEPOSIT	0.00	4,886.17	-4,886.17
07/16/2013	REDEEM ADVANTAGE BANK DEPOSIT	0.00	3,989.03	-3,989.03
07/22/2013	REDEEM ADVANTAGE BANK DEPOSIT	0.00	4,233.00	-4,233.00
07/24/2013	REDEEM ADVANTAGE BANK DEPOSIT	0.00	57.25	-57.25
08/07/2013	REDEEM ADVANTAGE BANK DEPOSIT	0.00	1,000.00	-1,000.00
08/13/2013	REDEEM ADVANTAGE BANK DEPOSIT	0.00	2,099.00	-2,099.00
	TOTAL PROCEEDS FROM THE WITHDRAWAL OF ASSETS	0.00	99,911.03	-99,911.03
	DISBURSEMENTS TO OR FOR BENEFICIARIES			
10/14/2010	CBIZ MHM LLC (BOCA GL) PAYMENT OF ACCOUNTING THROUGH 7/31/10 CLIENT #4002237, INVOICE #80455 LESS OPTIONAL AUDIT PLAN COVERAGE	0.00	-1,854.50	0.00
11/03/2010	TESCHER & SPALLINA PA ONE TENTH SHARE OF LEGAL SERVICES PER INV DTD 9/13/10 FOR SVCS RENDERED 7/1/10 - 8/31/10. INCLUDES A PAST DUE BALANCE	0.00	-669.21	0.00
11/14/2012	ST ANDREWS SCHOOL BALANCE OF 2012/2013 SCHOOL TUITION JACOB BERNSTEIN CHECK NUMBER 23618	0.00	-9,319.50	0.00

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12/27/2012	BERNSTEIN FAMILY REALTY ACCOUNT # 0919 TRANSFER TO BERNSTEIN FAMILY REALTY TO COVER HOUSEHOLD EXPENSES	0.00	-3,000.00	0.00
01/30/2013	PETER WOHLGEMUTH DMD PA DISCRETIONARY DISTRIBUTION FOR DENTAL SERVICES FOR JACOB BERNSTEIN PER INVOICE DTD 1/24/13	0.00	-630.00	0.00
01/30/2013	FISERV REIMBURSEMENT OF OVERPAYMENT BY BILL PAY SERVICE CHECK NUMBER 23974	0.00	-830.99	0.00
01/30/2013	ST ANDREWS SCHOOL 8TH GRADE CLASS TRIP AND BOOKSTORE CHARGES FOR JACOB BERNSTEIN CHECK NUMBER 23977	0.00	-1,017.99	0.00
01/30/2013	BERNSTEIN FAMILY REALTY ACCOUNT # 0919 TRANSFER TO BERNSTEIN FAMILY REALTY TO COVER HOUSEHOLD EXPENSES	0.00	-3,000.00	0.00
01/31/2013	BERNSTEIN FAMILY REALTY ACCOUNT # 0919 TRANSFER TO BERNSTEIN FAMILY REALTY TO COVER HOUSEHOLD EXPENSES	0.00	-3,000.00	0.00
02/11/2013	ST ANDREWS SCHOOL BOOKSTORE CHARGES FOR JACOB BERNSTEIN INVOICE DTD 2/6/13 CHECK NUMBER 24050	0.00	-81.00	0.00
02/27/2013	BERNSTEIN FAMILY REALTY ACCOUNT # 0919 TRANSFER TO BERNSTEIN FAMILY REALTY TO COVER HOUSEHOLD EXPENSES	0.00	-3,000.00	0.00
03/08/2013	REVERSE PAYMENT TO PETER WOHLGEMUTH DMD PA ON 1/30/13 - CHECK # 23973 REPORTED LOST AND PAYMENT STOPPED	0.00	630.00	0.00
03/08/2013	PETER WOHLGEMUTH DMD PA REPLACEMENT FOR CK # 23973 DTD 1/30/13 REPORTED LOST - PMT FOR DENTAL SVCS FOR JACOB BERNSTEIN PER INVOICE DTD 1/24/13	0.00	-630.00	0.00
03/11/2013	BERNSTEIN FAMILY REALTY ACCOUNT # 0919 TRANSFER TO BERNSTEIN FAMILY REALTY TO COVER HOUSEHOLD EXPENSES	0.00	-3,000.00	0.00
03/13/2013	ST ANDREWS SCHOOL BOOKSTORE CHARGES FOR JACOB BERNSTEIN INVOICE DATED 3/6/13 CHECK NUMBER 24191	0.00	-35.00	0.00
04/04/2013	BERNSTEIN FAMILY REALTY ACCOUNT # 0919 TRANSFER TO BERNSTEIN FAMILY REALTY TO COVER HOUSEHOLD EXPENSES	0.00	-3,000.00	0.00
05/03/2013	BERNSTEIN FAMILY REALTY ACCOUNT # 0919 TRANSFER TO BERNSTEIN FAMILY REALTY TO COVER HOUSEHOLD EXPENSES	0.00	-2,000.00	0.00
05/13/2013	ST ANDREWS SCHOOL BOOKSTORE CHARGES FOR JACOB BERNSTEIN INVOICE DATED 5/6/13 CHECK NUMBER 24769	-25.99	0.00	0.00
05/17/2013	BERNSTEIN FAMILY REALTY ACCOUNT # 0919 TRANSFER TO BERNSTEIN FAMILY REALTY	0.00	-4,000.00	0.00

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	TO COVER HOUSEHOLD EXPENSES			
05/30/2013	BERNSTEIN FAMILY REALTY ACCOUNT # 0919 TRANSFER TO BERNSTEIN FAMILY REALTY TO COVER HOUSEHOLD EXPENSES	0.00	-1,500.00	0.00
06/04/2013	BERNSTEIN FAMILY REALTY ACCOUNT # 0919 TRANSFER TO BERNSTEIN FAMILY REALTY TO COVER HOUSEHOLD EXPENSES	0.00	-1,500.00	0.00
06/28/2013	ST ANDREWS SCHOOL PAYMENT ON ACCOUNT 2013/2014 SCHOOL TUITION JACOB BERNSTEIN	0.00	-2,614.00	0.00
06/28/2013	BERNSTEIN FAMILY REALTY ACCOUNT # 0919 TRANSFER TO BERNSTEIN FAMILY REALTY TO COVER HOUSEHOLD EXPENSES	0.00	-5,000.00	0.00
07/15/2013	BERNSTEIN FAMILY REALTY ACCOUNT # 0919 TRANSFER TO BERNSTEIN FAMILY REALTY TO COVER HOUSEHOLD EXPENSES	0.00	-4,000.00	0.00
07/22/2013	ST ANDREWS SCHOOL PAYMENT ON ACCOUNT 2013/2014 SCHOOL TUITION JACOB BERNSTEIN	0.00	-4,233.00	0.00
08/06/2013	BERNSTEIN FAMILY REALTY ACCOUNT # 0919 TRANSFER TO BERNSTEIN FAMILY REALTY TO COVER HOUSEHOLD EXPENSES	0.00	-1,000.00	0.00
08/13/2013	ST ANDREWS SCHOOL PAYMENT ON ACCOUNT 2013/2014 SCHOOL TUITION JACOB BERNSTEIN	0.00	-2,099.00	0.00
	TOTAL DISBURSEMENTS TO OR FOR BENEFICIARIES	-25.99	-60,384.19	0.00
	FIDUCIARY FEES			
10/12/2010	TRUST DEPARTMENT FEE FOR QUARTER ENDED 09/30/10	0.00	-19.23	0.00
01/10/2011	TRUST DEPARTMENT FEE FOR QUARTER ENDED 12/31/10	0.00	-110.18	0.00
04/20/2011	TRUST DEPARTMENT FEE FOR QUARTER ENDED 03/31/11	0.00	-189.37	0.00
07/21/2011	TRUST DEPARTMENT FEE FOR QUARTER ENDED 06/30/11	0.00	-190.50	0.00
10/13/2011	TRUST DEPARTMENT FEE FOR QUARTER ENDED 09/30/11	0.00	-172.90	0.00
01/09/2012	TRUST DEPARTMENT FEE FOR QUARTER ENDED 12/31/11	0.00	-183.66	0.00
04/20/2012	TRUST DEPARTMENT FEE FOR QUARTER ENDED 03/31/12	0.00	-191.82	0.00
07/16/2012	TRUST DEPARTMENT FEE FOR QUARTER ENDED 06/30/12	0.00	-189.69	0.00
10/19/2012	TRUST DEPARTMENT FEE FOR QUARTER ENDED 09/30/12	0.00	-193.63	0.00
01/22/2013	TRUST DEPARTMENT FEE FOR QUARTER ENDED 12/31/12	0.00	-141.59	0.00
04/24/2013	TRUST DEPARTMENT FEE FOR QUARTER ENDED 03/31/13	0.00	-109.14	0.00
07/23/2013	TRUST DEPARTMENT FEE FOR QUARTER ENDED 06/30/13	0.00	-57.25	0.00
	TOTAL FIDUCIARY FEES	0.00	-1,748.96	0.00
	OTHER EXPENSES			
10/10/2012	OPPENHEIMER & CO MGMT FEE 10/8 - 12/31/12	0.00	-179.47	0.00
10/15/2012	CXL OPPENHEIMER & CO MGMT FEE 10/8 - 12/31/12	0.00	179.47	0.00
	TOTAL OTHER EXPENSES	0.00	0.00	0.00

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	DISBURSEMENTS TO/FOR BENEFICIARIES-ACH			
11/30/2012	BERNSTEIN FAMILY REALTY LLC DISCRETIONARY DISTRIBUTION TO COVER HOUSEHOLD EXPENSES ACH PAYMENT TO LEGACY BANK	-1,000.00	0.00	0.00
	TOTAL DISBURSEMENTS TO/FOR BENEFICIARIES-ACH	-1,000.00	0.00	0.00
	REAL ESTATE EXPENSES			
12/12/2012	MR ELECTRIC ONE-THIRD DOWNPAYMENT FOR ELECTRICAL WORK PER ESTIMATE DATED 12/5/12 CHECK NUMBER 23667	0.00	-500.00	0.00
	TOTAL REAL ESTATE EXPENSES	0.00	-500.00	0.00
	REAL ESTATE TAXES - OWNED BY TRUST			
12/03/2012	TAX COLLECTOR, PALM BEACH COUNTY ONE THIRD SHARE OF REAL ESTATE TAXES PROP CONTROL #06-42-47-10-02-007-0680 BOCA MADERA UNIT 2 LT 68 BLK G	0.00	-1,803.60	0.00
	TOTAL REAL ESTATE TAXES - OWNED BY TRUST	0.00	-1,803.60	0.00
	FEDERAL FIDUCIARY ESTIMATED TAX PYMTS			
07/13/2011	UNITED STATES TREASURY 2011 FEDERAL ESTIMATED FIDUCIARY TAX VOUCHER 2 CHECK NUMBER 20332	0.00	-1,139.00	0.00
08/31/2011	UNITED STATES TREASURY 2011 FEDERAL FIDUCIARY ESTIMATED TAX VOUCHER 3 CHECK NUMBER 20581	0.00	-657.00	0.00
12/22/2011	UNITED STATES TREASURY 2011 FEDERAL FIDUCIARY ESTIMATED TAX VOUCHER 4 CHECK NUMBER 21380	0.00	-657.00	0.00
	TOTAL FEDERAL FIDUCIARY ESTIMATED TAX PYMTS	0.00	-2,453.00	0.00
	FEDERAL FIDUCIARY TAX			
05/15/2013	UNITED STATES TREASURY BALANCE DUE 2011 FEDERAL FIDUCIARY TAX FROM AMENDED RETURN CHECK NUMBER 24790	0.00	-477.34	0.00
	TOTAL FEDERAL FIDUCIARY TAX	0.00	-477.34	0.00
	FIDUCIARY TAX PREPARATION FEE			
10/21/2011	2010 FIDUCIARY TAX PREPARATION FEE	0.00	-275.00	0.00
10/24/2012	2011 FIDUCIARY TAX PREPARATION FEE	0.00	-275.00	0.00
02/26/2013	2011 TAX PREPARATION FEE FOR AMENDED RETURN	0.00	-122.00	0.00
	TOTAL FIDUCIARY TAX PREPARATION FEE	0.00	-672.00	0.00
	DISBURSEMENTS TO/FOR BENEFICIARIES-ACH			
11/08/2012	BERNSTEIN FAMILY REALTY LLC DISCRETIONARY DISTRIBUTION FOR JACOB BERNSTEIN FOR REAL ESTATE EXPENSES ACH PAYMENT TO LEGACY BANK	0.00	-1,777.99	0.00
12/06/2012	CANDICE BERNSTEIN DISC DIST TO REIMBURSE FAMILY ACCT ONE- THIRD FOR MONTHLY EXPENSES FOR SEPT OCT	0.00	-3,000.00	0.00

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	THIRD FOR MONTHLY EXPENSES FOR SEPT OCT			
12/10/2012	CANDICE BERNSTEIN DISC DIST TO REIMBURSE FAMILY ACCT ONE-THIRD FOR MONTHLY EXPENSES FOR DEC 2012. ACH PAYMENT TO US BANK.	0.00	-1,000.00	0.00
	TOTAL DISBURSEMENTS TO/FOR BENEFICIARIES-ACH	0.00	-5,777.99	0.00
	PURCHASES OF ASSETS			
09/21/2010	PURCHASE ADVANTAGE BANK DEPOSIT	0.00	-2,165.58	2,165.58
09/30/2010	PURCHASE ADVANTAGE BANK DEPOSIT	0.00	-23.55	23.55
10/18/2010	PURCHASE ADVANTAGE BANK DEPOSIT DIVIDEND REINVESTMENT	0.00	-0.14	0.14
10/29/2010	PURCHASE ADVANTAGE BANK DEPOSIT	0.00	-80.88	80.88
11/04/2010	PURCHASE ADVANTAGE BANK DEPOSIT	0.00	-350.99	350.99
11/16/2010	PURCHASE ADVANTAGE BANK DEPOSIT DIVIDEND REINVESTMENT	0.00	-0.01	0.01
11/30/2010	PURCHASE ADVANTAGE BANK DEPOSIT	0.00	-32.83	32.83
12/16/2010	PURCHASE ADVANTAGE BANK DEPOSIT DIVIDEND REINVESTMENT	0.00	-0.01	0.01
12/30/2010	PURCHASE ADVANTAGE BANK DEPOSIT	0.00	-528.56	528.56
12/31/2010	PURCHASE ADVANTAGE BANK DEPOSIT	0.00	-25.84	25.84
01/04/2011	PURCHASE ADVANTAGE BANK DEPOSIT	0.00	-2,834.88	2,834.88
01/18/2011	PURCHASE ADVANTAGE BANK DEPOSIT DIVIDEND REINVESTMENT	0.00	-0.03	0.03
01/21/2011	PURCHASE ADVANTAGE BANK DEPOSIT	0.00	-27,383.61	27,383.61
02/16/2011	PURCHASE ADVANTAGE BANK DEPOSIT DIVIDEND REINVESTMENT	0.00	-0.34	0.34
02/28/2011	PURCHASE ADVANTAGE BANK DEPOSIT	0.00	-33.60	33.60
03/16/2011	PURCHASE ADVANTAGE BANK DEPOSIT DIVIDEND REINVESTMENT	0.00	-0.36	0.36
03/31/2011	PURCHASE ADVANTAGE BANK DEPOSIT	0.00	-53.30	53.30
04/18/2011	PURCHASE ADVANTAGE BANK DEPOSIT DIVIDEND REINVESTMENT	0.00	-0.43	0.43
05/16/2011	PURCHASE ADVANTAGE BANK DEPOSIT DIVIDEND REINVESTMENT	0.00	-0.36	0.36
05/31/2011	PURCHASE ADVANTAGE BANK DEPOSIT	0.00	-38.90	38.90
06/16/2011	PURCHASE	0.00	-0.40	0.40

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	ADVANTAGE BANK DEPOSIT DIVIDEND REINVESTMENT			
06/30/2011	PURCHASE ADVANTAGE BANK DEPOSIT	0.00	-69.46	69.46
07/18/2011	PURCHASE ADVANTAGE BANK DEPOSIT DIVIDEND REINVESTMENT	0.00	-0.41	0.41
08/16/2011	PURCHASE ADVANTAGE BANK DEPOSIT DIVIDEND REINVESTMENT	0.00	-1.21	1.21
08/31/2011	PURCHASE ADVANTAGE BANK DEPOSIT	0.00	-40.85	40.85
09/16/2011	PURCHASE ADVANTAGE BANK DEPOSIT DIVIDEND REINVESTMENT	0.00	-0.20	0.20
09/30/2011	PURCHASE ADVANTAGE BANK DEPOSIT	0.00	-119.25	119.25
10/17/2011	PURCHASE ADVANTAGE BANK DEPOSIT DIVIDEND REINVESTMENT	0.00	-0.13	0.13
10/25/2011	PURCHASE ADVANTAGE BANK DEPOSIT	0.00	-2,482.00	2,482.00
11/16/2011	PURCHASE ADVANTAGE BANK DEPOSIT DIVIDEND REINVESTMENT	0.00	-0.13	0.13
11/30/2011	PURCHASE ADVANTAGE BANK DEPOSIT	0.00	-36.48	36.48
12/16/2011	PURCHASE ADVANTAGE BANK DEPOSIT DIVIDEND REINVESTMENT	0.00	-0.13	0.13
12/29/2011	PURCHASE ADVANTAGE BANK DEPOSIT	0.00	-406.19	406.19
12/30/2011	PURCHASE ADVANTAGE BANK DEPOSIT DIVIDEND REINVESTMENT	0.00	-0.06	0.06
12/30/2011	PURCHASE ADVANTAGE BANK DEPOSIT	0.00	-29.93	29.93
01/03/2012	PURCHASE ADVANTAGE BANK DEPOSIT	0.00	-107.47	107.47
01/17/2012	PURCHASE ADVANTAGE BANK DEPOSIT DIVIDEND REINVESTMENT	0.00	-0.08	0.08
02/16/2012	PURCHASE ADVANTAGE BANK DEPOSIT DIVIDEND REINVESTMENT	0.00	-0.13	0.13
02/29/2012	PURCHASE ADVANTAGE BANK DEPOSIT	0.00	-28.63	28.63
03/16/2012	PURCHASE ADVANTAGE BANK DEPOSIT DIVIDEND REINVESTMENT	0.00	-0.13	0.13
03/30/2012	PURCHASE ADVANTAGE BANK DEPOSIT	0.00	-50.22	50.22
04/16/2012	PURCHASE ADVANTAGE BANK DEPOSIT DIVIDEND REINVESTMENT	0.00	-0.13	0.13
05/16/2012	PURCHASE ADVANTAGE BANK DEPOSIT DIVIDEND REINVESTMENT	0.00	-0.13	0.13

For the Account Of: *SIMON BERNSTEIN IRREVOCABLE TRUST U/A 9/7/06*
FBO JAKE BERNSTEIN
OPPENHEIMER TRUST CO, SUCCESSOR TRUSTEE

Account Number: *21 00 0917 0 03*
Period: *09/20/2010 to 08/16/2013*
Date Prepared: *08/26/2013 12:43 PM*

Statement of Transactions

Date	Description	Income Cash	Principal Cash	Investment Cost Basis
05/31/2012	PURCHASE ADVANTAGE BANK DEPOSIT	0.00	-30.24	30.24
06/18/2012	PURCHASE ADVANTAGE BANK DEPOSIT DIVIDEND REINVESTMENT	0.00	-0.14	0.14
06/29/2012	PURCHASE ADVANTAGE BANK DEPOSIT	0.00	-60.87	60.87
07/16/2012	PURCHASE ADVANTAGE BANK DEPOSIT DIVIDEND REINVESTMENT	0.00	-0.12	0.12
08/16/2012	PURCHASE ADVANTAGE BANK DEPOSIT DIVIDEND REINVESTMENT	0.00	-0.13	0.13
08/31/2012	PURCHASE ADVANTAGE BANK DEPOSIT	0.00	-24.65	24.65
09/17/2012	PURCHASE ADVANTAGE BANK DEPOSIT DIVIDEND REINVESTMENT	0.00	-0.14	0.14
09/28/2012	PURCHASE ADVANTAGE BANK DEPOSIT	0.00	-22.56	22.56
10/01/2012	PURCHASE ADVANTAGE BANK DEPOSIT	0.00	-269.98	269.98
10/10/2012	PURCHASE ADVANTAGE PRIMARY LIQ FD	0.00	-32,104.07	32,104.07
10/16/2012	PURCHASE ADVANTAGE BANK DEPOSIT	0.00	-179.47	179.47
10/19/2012	PURCHASE ADVANTAGE PRIMARY LIQ FD DIVIDEND REINVESTMENT	0.00	-0.17	0.17
11/16/2012	PURCHASE ADVANTAGE PRIMARY LIQ FD DIVIDEND REINVESTMENT	0.00	-0.49	0.49
11/30/2012	PURCHASE ADVANTAGE BANK DEPOSIT	0.00	-26.33	26.33
12/21/2012	PURCHASE ADVANTAGE PRIMARY LIQ FD DIVIDEND REINVESTMENT	0.00	-0.33	0.33
12/31/2012	PURCHASE ADVANTAGE PRIMARY LIQ FD DIVIDEND REINVESTMENT	0.00	-0.07	0.07
01/02/2013	PURCHASE ADVANTAGE BANK DEPOSIT	0.00	-159.66	159.66
01/18/2013	PURCHASE ADVANTAGE PRIMARY LIQ FD DIVIDEND REINVESTMENT	0.00	-0.04	0.04
02/07/2013	PURCHASE ADVANTAGE BANK DEPOSIT	0.00	-10,415.21	10,415.21
02/19/2013	PURCHASE ADVANTAGE BANK DEPOSIT DIVIDEND REINVESTMENT	0.00	-0.02	0.02
02/22/2013	PURCHASE ADVANTAGE PRIMARY LIQ FD DIVIDEND REINVESTMENT	0.00	-0.04	0.04
03/18/2013	PURCHASE ADVANTAGE BANK DEPOSIT DIVIDEND REINVESTMENT	0.00	-0.03	0.03
03/28/2013	PURCHASE ADVANTAGE BANK DEPOSIT	0.00	-20.93	20.93

For the Account Of: *SIMON BERNSTEIN IRREVOCABLE TRUST U/A 9/7/06*
FBO JAKE BERNSTEIN
OPPENHEIMER TRUST CO, SUCCESSOR TRUSTEE

Account Number: *21 00 0917 0 03*
Period: *09/20/2010 to 08/16/2013*
Date Prepared: *08/26/2013 12:43 PM*

Statement of Transactions

Date	Description	Income Cash	Principal Cash	Investment Cost Basis
04/16/2013	PURCHASE ADVANTAGE BANK DEPOSIT DIVIDEND REINVESTMENT	0.00	-0.02	0.02
05/16/2013	PURCHASE ADVANTAGE BANK DEPOSIT DIVIDEND REINVESTMENT	0.00	-0.01	0.01
05/20/2013	PURCHASE ADVANTAGE BANK DEPOSIT	0.00	-1,049.32	1,049.32
06/05/2013	PURCHASE ADVANTAGE BANK DEPOSIT	0.00	-7,554.85	7,554.85
06/17/2013	PURCHASE ADVANTAGE BANK DEPOSIT DIVIDEND REINVESTMENT	0.00	-0.02	0.02
06/28/2013	PURCHASE ADVANTAGE BANK DEPOSIT	0.00	-12.77	12.77
07/05/2013	PURCHASE ADVANTAGE BANK DEPOSIT	0.00	-4,935.83	4,935.83
07/16/2013	PURCHASE ADVANTAGE BANK DEPOSIT DIVIDEND REINVESTMENT	0.00	-0.02	0.02
07/22/2013	PURCHASE ADVANTAGE BANK DEPOSIT	0.00	-7,160.51	7,160.51
08/16/2013	PURCHASE ADVANTAGE BANK DEPOSIT DIVIDEND REINVESTMENT	0.00	-0.01	0.01
	TOTAL PURCHASES OF ASSETS	0.00	-100,977.00	100,977.00
	SECURITIES DEPOSITED TO THE ACCOUNT			
09/20/2010	RECD 49 SHARES SPDR SERIES TRUST DJ REIT FROM STANFORD TRUST COMPANY	0.00	0.00	1,928.64
09/20/2010	RECD 76 SHARES VANGUARD INTL EQUITY INDEX FD FTSE EMR MKT ETF FROM STANFORD TRUST COMPANY	0.00	0.00	1,875.68
09/20/2010	RECD 105 SHARES VANGUARD INTL EQUITY INDEX FD FTSE EUROPE ETF FROM STANFORD TRUST COMPANY	0.00	0.00	4,215.63
09/20/2010	RECD 73 SHARES VANGUARD INDEX FDS GROWTH ETF FROM STANFORD TRUST COMPANY	0.00	0.00	2,949.93
09/20/2010	RECD 13 SHARES VANGUARD INDEX FDS GROWTH ETF FROM STANFORD TRUST COMPANY	0.00	0.00	482.30
09/20/2010	RECD 43 SHARES VANGUARD INTL EQUITY INDEX FD MEGA CAP GR ETF FROM STANFORD TRUST COMPANY	0.00	0.00	1,823.20
09/20/2010	RECD 19 SHARES VANGUARD INTL EQUITY INDEX FD MEGA CAP GR ETF FROM STANFORD TRUST COMPANY	0.00	0.00	741.38
09/20/2010	RECD 23 SHARES VANGUARD INDEX FDS SM CP GRW FROM STANFORD TRUST COMPANY	0.00	0.00	987.85
09/20/2010	RECD 10 SHARES VANGUARD INDEX FDS SM CP GRW FROM STANFORD TRUST COMPANY	0.00	0.00	383.90
09/20/2010	RECD 17 SHARES VANGUARD INDEX FDS SM CP VAL FROM STANFORD TRUST COMPANY	0.00	0.00	725.30

For the Account Of: *SIMON BERNSTEIN IRREVOCABLE TRUST U/A 9/7/06*
FBO JAKE BERNSTEIN
OPPENHEIMER TRUST CO, SUCCESSOR TRUSTEE

Account Number: *21 00 0917 0 03*
Period: *09/20/2010 to 08/16/2013*
Date Prepared: *08/26/2013 12:43 PM*

Statement of Transactions

Date	Description	Income Cash	Principal Cash	Investment Cost Basis
09/20/2010	RECD 107 SHARES VANGUARD INDEX FDS VALUE FROM STANFORD TRUST COMPANY	0.00	0.00	4,412.68
09/20/2010	RECD 40 SHARES VANGUARD INDEX FDS VALUE FROM STANFORD TRUST COMPANY	0.00	0.00	1,477.60
09/20/2010	RECD 20 SHARES ISHARES MBS ETF FROM STANFORD TRUST COMPANY	0.00	0.00	2,038.00
09/20/2010	RECD 10 SHARES ISHARES TIPS BD ETF FROM STANFORD TRUST COMPANY	0.00	0.00	950.00
09/20/2010	RECD 17 SHARES ISHARES 20+ YR TR BD ETF FROM STANFORD TRUST COMPANY	0.00	0.00	1,613.30
09/20/2010	RECD 19 SHARES ISHARES 7 - 10 Y TR BD ETF FROM STANFORD TRUST COMPANY	0.00	0.00	1,687.77
09/20/2010	RECD 26 SHARES ISHARES 7 - 10 Y TR BD ETF FROM STANFORD TRUST COMPANY	0.00	0.00	2,568.38
09/20/2010	RECD 6 SHARES ISHARES IBOXX INV CP ETF FROM STANFORD TRUST COMPANY	0.00	0.00	542.52
09/20/2010	RECD 15 SHARES SPDR SERIES TRUST BRCLYS INTL ETF FROM STANFORD TRUST COMPANY	0.00	0.00	741.15
09/20/2010	RECD 26 SHARES SPDR SERIES TRUST BRC HGH YLD BD FROM STANFORD TRUST COMPANY	0.00	0.00	803.66
11/19/2010	RECD 0.3333 BERNSTEIN FAMILY REALTY LLC FROM STANFORD TRUST	0.00	0.00	33.33
	TOTAL SECURITIES DEPOSITED TO THE ACCOUNT	0.00	0.00	32,982.29

Robert Spallina

From: Craig, Janet [Janet.Craig@opco.com]
Sent: Wednesday, August 28, 2013 11:06 AM
To: Robert Spallina; 'tbernstein@lifeinsuranceconcepts.com'
Subject: RE: Bernstein Family Realty, LLC

Either option is acceptable. Just hand write where you want the funds to go in the letter of authorization.

Thank you!

Janet Craig
973-245-4635

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Wednesday, August 28, 2013 11:01 AM
To: Craig, Janet; tbernstein@lifeinsuranceconcepts.com
Subject: RE: Bernstein Family Realty, LLC

Ted – I will see if the original acct is still open if not you will need to open a new account or have Janet distribute the money to the members which would be the three boy's trusts. Probably easiest to do that. Janet any objections?

From: Craig, Janet [mailto:Janet.Craig@opco.com]
Sent: Wednesday, August 28, 2013 10:59 AM
To: Robert Spallina; 'tbernstein@lifeinsuranceconcepts.com'
Subject: RE: Bernstein Family Realty, LLC

Robert - It's in the asset detail attached to my email, but the value is $1,974.76.

I tried to keep a minimum amount in the Custody account to cover the boys' schooling as long as possible.

Janet Craig
973-245-4635

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Wednesday, August 28, 2013 10:56 AM
To: Craig, Janet; tbernstein@lifeinsuranceconcepts.com
Subject: RE: Bernstein Family Realty, LLC

Janet – how much is in the account?

From: Craig, Janet [mailto:Janet.Craig@opco.com]
Sent: Wednesday, August 28, 2013 10:52 AM
To: 'Ted Bernstein (tbernstein@lifeinsuranceconcepts.com)'
Cc: Robert Spallina
Subject: Bernstein Family Realty, LLC

Good Morning Ted,

Thank you for taking on the role of Managing Member of Bernstein Family Realty.

In order to close this account off our books, we will need you to sign and return the attached letter of authorization. Please include the transfer instructions for the funds in the body of the letter.

For your records, I have also attached an Asset Detail showing the current value of the account and a list of transactions since inception. During our short term as Managing Member we funded this account equally from Daniel, Jacob and Joshua's Trusts and paid family bills from this account.

If you have any questions, please feel free to contact me directly by phone or email.

Janet Craig, CTFA
Senior Vice President & Compliance Officer
Oppenheimer Trust Company
18 Columbia Turnpike
Florham Park, NJ 07932
Tel: 973-245-4635
Fax: 973-245-4699
Email: Janet.Craig@opco.com

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Robert Spallina

From: Craig, Janet [Janet.Craig@opco.com]
Sent: Monday, August 26, 2013 12:06 PM
To: Robert Spallina
Subject: RE: Bernstein Family Realty
Attachments: Bernstein Fam Realty Successor Manager 8-26-13.pdf

Robert,

Attached please find the paperwork to name Ted the Successor Manager. I'm hoping to complete the accountings and releases for the three trusts today and email them to Eliot and Candice. I will copy you on the email.

Please have Ted execute a copy of the above before a Notary and mail the original back to me. My original and his will be acceptable as a completed document.

Thank you for your assistance.

Janet Craig, CTFA
Senior Vice President & Compliance Officer
Oppenheimer Trust Company
18 Columbia Turnpike
Florham Park, NJ 07932
Tel: 973-245-4635
Fax: 973-245-4699
Email: Janet.Craig@opco.com

Ted accepts manager role and Janet begins transferring him our private info

---

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Thursday, August 22, 2013 10:41 AM
To: Craig, Janet
Subject: RE: Bernstein Family Realty

Janet – I spoke to Ted Bernstein and he is willing to serve as successor manager of the Bernstein Family Realty which is what his father would have wanted anyway. Please draw up the paperwork and I will send to him for execution. Thank you and sorry for the delay.

From: Craig, Janet [mailto:Janet.Craig@opco.com]
Sent: Tuesday, August 13, 2013 10:29 AM
To: Robert Spallina
Subject: RE: Bernstein Family Realty

Just give me a call when you are free. I'll make the time when you call.

Janet Craig
973-245-4635

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Tuesday, August 13, 2013 10:16 AM
To: Craig, Janet
Subject: Re: Bernstein Family Realty

I am out today with no access to my calendar but either day should be fine. Give me times and I will confirm.

Sent from my iPhone

On Aug 13, 2013, at 10:05 AM, "Craig, Janet" <Janet.Craig@opco.com> wrote:

> I'm out of the office on Wednesday, but will be in Thursday and Friday. What's good for you?
>
> Janet Craig
> 973-245-4635
>
> ---
>
> **From:** Robert Spallina [mailto:rspallina@tescherspallina.com]
> **Sent:** Monday, August 12, 2013 3:24 PM
> **To:** Craig, Janet
> **Subject:** RE: Bernstein Family Realty
>
> Janet – I am out today and tomorrow but back in on Wed. Are you available that day?
>
> ---
>
> **From:** Craig, Janet [mailto:Janet.Craig@opco.com]
> **Sent:** Monday, August 12, 2013 10:27 AM
> **To:** Robert Spallina
> **Subject:** RE: Bernstein Family Realty
>
> Hi Robert - I apologize. We have been very busy.
>
> I am in the office until 3pm today. What time is best for you?
>
> Janet Craig, CTFA
> Senior Vice President & Compliance Officer
> Oppenheimer Trust Company
> 18 Columbia Turnpike
> Florham Park, NJ 07932
> Tel: 973-245-4635
> Fax: 973-245-4699
> Email: Janet.Craig@opco.com
>
> ---
>
> **From:** Robert Spallina [mailto:rspallina@tescherspallina.com]
> **Sent:** Thursday, August 08, 2013 4:47 PM
> **To:** Craig, Janet
> **Subject:** RE: Bernstein Family Realty
>
> Janet – I have not heard back from you and would like to speak to you regarding the below. Thank you
>
> ---
>
> **From:** Craig, Janet [mailto:Janet.Craig@opco.com]
> **Sent:** Tuesday, July 16, 2013 1:56 PM
> **To:** Robert Spallina; 'Eliot Ivan Bernstein (iviewit@gmail.com)'; 'Candice Bernstein (tourcandy@gmail.com)'
> **Cc:** Worth, Hunt; Sigalos, Janet; Vereb, Patricia
> **Subject:** Bernstein Family Realty
>
> Robert, Eliot and Candice,

As you are aware, during his lifetime, Simon Bernstein paid the household expenses for Eliot and Candace. Upon his death those funds were frozen and the only funds available to pay the household expenses were the education trusts that Simon set up for Daniel, Jacob and Joshua.

We are now at a point where the education trusts have insufficient assets to pay the 2013/2014 tuition for the three boys and will soon be depleted to the point where the household expenses cannot be paid. The market values of the four accounts are listed below.

Please let me know as soon as possible if the Estate of Simon Bernstein intends to reimburse the education trusts for the household expenses paid to date. If this is not possible, for any reason, Oppenheimer Trust Company will have no recourse but to Resign as Trustee in favor of Eliot and Candice Bernstein and to name them as the Successor Manager of Bernstein Family Realty. At that point we will present an Accounting for all the trusts, request a Release and Receipt for our period of administration and transfer all funds to the management of the Successor Trustee and Manager and terminate the trusts.

Please note I will be out of the office from July 20th through July 29th. I will be addressing this matter upon my return.

S. Bernstein Trust fbo Daniel	$19,465.15
S. Bernstein Trust fbo Jacob	$19,267.41
S. Bernstein Trust fbo Joshua	$ 9,268.52
Bernstein Family Realty	$12,311.94
Total	$60,313.02

Thank you for your prompt attention to this matter.

Janet Craig, CTFA
Senior Vice President & Compliance Officer
Oppenheimer Trust Company
18 Columbia Turnpike
Florham Park, NJ 07932
Tel: 973-245-4635
Fax: 973-245-4699
Email: Janet.Craig@opco.com

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Robert Spallina

From: Ted Bernstein [tbernstein@lifeinsuranceconcepts.com]
Sent: Friday, August 23, 2013 12:26 PM
To: Robert Spallina
Subject: FW: Stanford International Bank Limited - In Liquidation (Primary Express Acct. 309513)
Attachments: EA 309513.pdf

Robert > call me when you have a chance to discuss this, nothing urgent, and I will update you on the status of this payment. When they do pay, it will be a percentage of the number on the attached document.

Ted

-----Original Message-----
From: Cicely.Samuel@uk.gt.com [mailto:Cicely.Samuel@uk.gt.com] On Behalf Of stanford.claims@uk.gt.com
Sent: Friday, August 23, 2013 9:54 AM
To: Ted Bernstein
Subject: Stanford International Bank Limited - In Liquidation (Primary Express Acct. 309513)

Dear Sir/Madam,

Please see attached letter in relation to the above matter. The amount stated in the letter represents the claim amount that has been allowed, if you are dissatisfied with the amount of your claim that has been allowed, you must file an application within 21 days of receiving this email.
If you have any questions or concerns with regards to your claim, please send email to Stanford.claims@uk.gt.com

Regards,
http://www.grant-thornton.co.uk <http://www.grant-thornton.co.uk/>

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Grant Thornton

By Email Only: simon@lifeinsuranceconcepts.com

Stanford International Bank Ltd – in Liquidation
No 11 Pavillion Drive
PO Box 3300
St John's
Antigua
West Indies

www.sibliquidation.com
stanford.claims.support@uk.gt.com

T +1 268 480 3700
F +1 268 480 3725

25 June 2013

Dear Sir / Madam:

Stanford International Bank Limited – in Liquidation ("the Company")
Re: Claim submitted in Stanford Financial Receivership

Primary Express Account 309513
Payee name(s): BERNSTEIN FAMILY INVESTMENTS LLLP

Following approval of the Settlement Agreement and Cross-Border Protocol ("the Agreement") and subsequent exchange of information between the US appointed Receiver ("the Receiver") and Joint Liquidators in Antigua ("the JLs"), the claim made by you in the Stanford Financial Receivership has been included in the Antiguan claims process.

Should you be unwilling to submit yourself to the jurisdiction of the Antiguan Court in relation to the submission, evaluation, and payment of this claim please notify us in writing at standford.claims.support@uk.gt.com in order to be excluded from the JLs' claims process.

The claim made by you against the Company has been allowed in the amount of **US$ 1,062,734.50** in the Antiguan estate. Please see attached transaction report showing how your claim was calculated. Please note that the Joint Liquidators reserve the right to withhold distributions and/or modify this claim subject to any preference claims that may be pursued against creditors/victims.

In the event that you are dissatisfied with the amount of your claim that has been allowed, you may apply to the court for the decision to be reversed or varied. The application must be made within 21 days of receiving this notice under Rule 4.83(1) of the 1986 UK Insolvency Rules[1].

Please note that the JLs are processing claims at a Primary Express Account level, you may therefore receive one or more letters of notification in order to incorporate all CDs. All future communication regarding this claim should include the Primary Express Account Number. This will serve as your claim number.

Yours sincerely
For and on behalf of Stanford International Bank Limited

Marcus Wide and Hugh Dickson
Joint Liquidators

1. Further assistance with the formalities of the claims process, including appealing any decision of the Joint Liquidators with regard to your claim can be found in the 1986 UK Insolvency Rules which apply where the Antigua and Barbuda International Business Corporations Act is silent on any aspect of the claims process. Any and all claims filed with Stanford International Bank Limited in Antigua will be governed by the law applicable in and subject to the authority of the Antiguan court overseeing the liquidation. Anyone who files a claim that is disallowed by the Joint Liquidators will be advised of their right of appeal to the Court for a judicial determination of their claim.

Transaction Detail for Primary E/A 309513

Account No: 310229

Date		Deposits	Payments
08-Jul-2008		278,588.22	0.00
	Sum	**278,588.22**	***0.00***
	Net In USD		**278,588.22**
			1.0000
	Converted to USD		**278,588.22**

Summary for 'Account No' = 310229 (1 transaction)

Account No: 310230

Date		Deposits	Payments
08-Jul-2008		784,146.28	0.00
	Sum	**784,146.28**	***0.00***
	Net In USD		**784,146.28**
			1.0000
	Converted to USD		**784,146.28**

Summary for 'Account No' = 310230 (1 transaction)

Summary for Primary EA' = 309513 (2 transactions)

Overall Net in USD: **1,062,734.50**

6/3/13

Mr. Ted Bernstein, President
Life Insurance Concepts, Inc
950 Peninsula Corporate Circle, #3010
Boca Raton, FL 33487

Dear Ted,

We hope that you, Debra and your family are all doing well and that all of your kids are staying forward in their academic and / or vocational pursuits. Several must be graduated from College by now.

If you'll recall, we spoke one evening before the election Re: What & was to do going forward in the protocol to be followed in future Mortgage Renewals between us (Walt and Pat) and Bernstein Family Realty, LLC.

At that time, you told me that all financial matters are now handled by the attorneys for the Shirley and Simon Bernstein estates. So I assume the Mortgage Note Renewal to you AND, then, you'll send it on to the estate Representative? I'll presume that this is the case.

This is the next-to-last Renewal statement that we'll be sending. Next year, if not sooner, we'd like to have the BALLOON payment plus any accrued interest paid in full. Do you feel that Elliott and Candy will be able to obtain a mortgage if necessary? As originally it's stated intention to utilize his and your Mother's PERSONAL ANNUAL exclusions payable to Candy, ELLIOTT and their three Children over two years to provide the $110,000 to Retire the Mortgage BALANCE.

Perhaps you might shed some light on this issue. Are you now the Successor "MANAGER" of the Bernstein Family Realty, LLC? One LAST request, Ted. Would you have the estate Representative mail us a copy of the current "PROOF of INSURANCE"? Thanks for your attention to this Request. Stay healthy!

Best Wishes,
Walt
Pat
Pats@embarqmail.com
(Cell) 561-373-1126
(H) 352-251-2632

6/3/13

_____, Representative
Bernstein Family Realty, LLC
950 Peninsula Corporate Circle, # 3010
Boca Raton, FL 33487

RE: Second Anniversary of Mortgage and Promissory Note Amendment on Residence at 2253 N.W. 34th St., Boca Raton, FL Effective June 19, 2011.

Dear Sir:

Referencing the amendment to the original Note, we offer three (3) options:

1.) ☐ Pay the Loan Balance of $110,000 + (1) one year's interest ($110,000 X .035% = $3850 = $113,850;

2.) ☐ Pay the interest due for this renewal year only ($110,000 X .035) = $3850;

3.) ☐ Pay NO (ZERO) interest on principal this year and allow the interest to accrue and compound until the final balloon payment is due: June 19, 2014.

If you wish to pay the balloon plus interest prematurely, I'll direct our attorney, John Cappelli, who prepared the mortgage amendment, to draw up a "Satisfaction of Mortgage" document. Would you please check the box that represents the option that you are currently choosing, sign it and return a copy to us in the enclosed, self-addressed, stamped envelope? Please print your name clearly under your signature.

Thank you,

X _____ Mortgagee
Walter E. Sahm, Jr

X _____ Mortgagee
Patricia A. Sahm

X _____ Representative
_____ Print Name
Bernstein Family Realty, LLC

Robert Spallina

From: Ted Bernstein [tbernstein@lifeinsuranceconcepts.com]
Sent: Monday, August 05, 2013 3:07 PM
To: Donald Tescher; Robert Spallina
Subject: note from walt sahm
Attachments: Sahm correspondence Re Eliot home_2013080513493400.pdf; Sahm correspondence Re Eliot home.pdf

I believe that you have the original of this letter from Walt but just in case, I have attached our scanned copy. He called me late last week and asked if I can help him with his mortgage on Eliot's house or if he should have his attorney contact you guys. It is my understanding that his counsel knows you (can't remember who it is).

I told Walt that he should have his attorney contact you directly and I explained that I am not the right party to speak with about that property.

Ted

Life

Life Insurance Concepts, Inc.

561.988.8984
866.395.8984
Tbernstein@lifeInsuranceConcepts.com
www.LifeInsuranceConcepts.com

www.InstallmentLifeInsurance.com

The Chicago Sun-Times says: "Installment payout life insurance lets you do one of two things: Save money on your insurance policy or buy much more life insurance for the same amount of premium dollars that you pay on a traditional life policy." For more, visit my blog at: http://installmentlifeinsurance.com/our-concepts/blog/ > The Installment Life Option is one of the most important financial decisions you will ever make for your family.

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HUD-1

OMB Approval No. 2502-0265

A. Settlement Statement (HUD-1)

B. Type of Loan

1. FHA	2. RHS	3. Conv. Unins.	6. File Number	7. Loan Number	8. Mortg. Ins. Case Num.
4. V.A.	5. Conv. Ins.		U13-412	ID:	

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. NAME OF BORROWER: G. Wesley Voorheis
Address of Borrower:

E. NAME OF SELLER: Ted Bernstein as Successor Trustee of the Shirley Bernstein Trust Agreement dated May 20, 2008
Address of Seller: 7020 Lions Head Lane, Boca Raton, Florida 33496

F. NAME OF LENDER: BMO Harris Bank N.A.
Address of Lender: 3800 Golf Rd., Ste. 300, Rolling Meadows, Illinois 60008

G. PROPERTY LOCATION: 2494 S. Ocean Boulevard, #C-5, Boca Raton, Florida 33432

H. SETTLEMENT AGENT: All Regency Title Company d/b/a US Title of Florida
Address: 3010 North Military Trail, Suite 210, Boca Raton, Florida 33431 Phone: 561-988-0088
Place of Settlement: 3010 North Military Trail, Suite 210, Boca Raton, Florida 33431

I. SETTLEMENT DATE: 4/18/13 DISBURSEMENT DATE: 4/18/13

J. Summary of borrower's transaction		K. Summary of seller's transaction	
100. Gross amount due from borrower:		400. Gross amount due to seller:	
101. Contract sales price	1,600,000.00	401. Contract sales price	1,600,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (Line 1400)	6,943.20	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance:		Adjustments for items paid by seller in advance:	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109.		409.	
110. Non advalorem tax from 04/18/13 to 09/30/13	80.33	410. Non advalorem tax from 04/18/13 to 09/30/13	80.33
111.		411.	
112.		412.	
120. Gross amount due from borrower:	1,607,023.53	420. Gross amount due to seller:	1,600,080.33
200. Amounts paid or in behalf of borrower:		500. Reductions in amount due to seller:	
201. Deposit or earnest money	100,000.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)	1,000,000.00	502. Settlement charges to seller (line 1400)	185,573.45
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Principal amount of second mortgage		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208. Principal amt of mortgage held by seller		508. Principal amt of mortgage held by seller	
209.		509.	
209a.		509a.	
Adjustments for items unpaid by seller:		Adjustments for items unpaid by seller:	
210. City/town taxes		510. City/town taxes	
211. County taxes from 01/01/13 to 04/18/13	6,654.31	511. County taxes from 01/01/13 to 04/18/13	6,654.31
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total paid by/for borrower:	1,106,654.31	520. Total reductions in amount due seller:	193,227.78
300. Cash at settlement from/to borrower:		600. Cash at settlement to/from seller:	
301. Gross amount due from borrower (line 120)	1,607,023.53	601. Gross amount due to seller (line 420)	1,600,080.33
302. Less amount paid by/for the borrower (line 220)	(1,106,654.31)	602. Less total reductions in amount due seller (line 520)	(193,227.78)
303. Cash (☑ From ☐ To) Borrower:	500,369.22	603. Cash (☑ To ☐ From) Seller:	1,406,852.57

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

DoubleTime®

L. Settlement Charges			Paid from Borrower's Funds at Settlement	Paid from Seller's Funds at Settlement
700. Total Real Estate Broker Fees $88,000.00				
Division of commission (line 700) as follows:				
701. $ 48,000.00	to Premier Estate Properties			
702. $ 40,000.00	to Nestler Poletto Sotheby's			
703. Commission paid at settlement				88,000.00
704.				
705. Transaction fees	to Nestler Poletto Sotheby's			495.00
800. Items Payable in Connection with Loan				
801. Our origination charge		(from GFE #1)		
802. Your credit or charge (points) for the specific interest rate chosen		(from GFE #2)		
803. Your adjusted origination charges	to	(from GFE A)		
804. Appraisal fee	to	(from GFE #3)		
805. Credit report	to	(from GFE #3)		
806. Tax service	to	(from GFE #3)		
807. Flood certification	to	(from GFE #3)		
808.	to			
809.	to			
810.	to			
811.	to			
812.	to			
813.	to			
900. Items Required by Lender to Be Paid in Advance				
901. Daily interest charges from	to @	/day (from GFE #10)		
902. Mortgage insurance premium for	months to	(from GFE #3)		
903. Homeowner's insurance premium	years to	(from GFE #11)		
904. Flood insurance premium for	years to			
905.	years to			
1000. Reserves Deposited with Lender				
1001. Initial deposit for your escrow account		(from GFE #9)		
1002. Homeowner's insurance	months @	per month		
1003. Mortgage insurance	months @	per month		
1004. Property taxes	months @	per month		
1005. Flood insurance	months @	per month		
1006.	months @	per month		
1007.	months @	per month		
1008.	months @	per month		
1009. Aggregate accounting adjustment				
1100. Title Charges				
1101. Title services and lender's title insurance		(from GFE #4)	1,235.00	
1102. Settlement or closing fee	to All Regency Title Company d/ $500.00			250.00
1103. Owner's title insurance	to Old Republic National Title Insurance Compan	(from GFE #5)		6,575.00
OF6-6575.00				
1104. Lender's title insurance	to Old Republic National Title Insurance Company/All $735.00			
MF6-25.00;4.1-25;8.1-25;F9.3-680.00				
1105. Lender's title policy limit $1,000,000.00				
1106. Owner's title policy limit $1,600,000.00				
1107. Agent's portion of the total title insurance premium $5,042.00		to All Regency Title Company d/b/a US Title of		
1108. Underwriter's portion of the total title insurance premium $2,268.00		to Old Republic National Title Insurance Comp		
1109. Abstract or title search	to Attorneys Title Fund Services			125.00
1110.	to			
1111.	to			
1112.	to			
1113.	to			
1200. Government Recording and Transfer Charges				
1201. Government recording charges		(from GFE #7)	208.20	
1202. Deed $27.60	Mortgage(s) $180.60	Releases $0.00	$208.20	
1203. Transfer taxes		(from GFE #8)	5,500.00	
1204. City/County tax/stamps	Deed $0.00	Mortgage(s) $2,000.00		
1205. State tax/stamps	Deed $11,200.00	Mortgage(s) $3,500.00		11,200.00
1206. Record 2 affidavits		to Clerk of Court Palm Beach County		21.20
1207.				
1208.				
1300. Additional Settlement Charges				
1301. Required services that you can shop for		(from GFE #6)		
1302. Estoppel letter	to CSI Management Services			150.00
1303. Couriers/copies/mail/wire/scanr	to SoFla/Fedex/GSG/Fort Dox			85.00
1304. Municipal lien search	to City Lien Search			425.00
1305. Condo maintenance to 7/1/13	to Aragon Condominium Associal			35,482.18
1306. Payoff special assessment	to Aragon Condominium Associal			16,081.13
1307. 2010 property taxes	to Palm Beach County Tax Collec			27,703.94
1308.	to			
1309.				
1400. Total Settlement Charges				
(Enter on lines 103, Section J and 502, Section K)			6,943.20	186,573.45

* POC (B) = Paid outside of closing by borrower
* POC (S) = Paid outside of closing by seller

HUD-1 SETTLEMENT STATEMENT ADDENDUM

File Number: U13-412

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Borrower(s)

G. Wesley Voorheis

Seller(s)

Ted Bernstein
Successor Trustee

Settlement Agent

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

All Regency Title Company d/b/a US Title of Florida

By: _____ Date: _____

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

DoubleTime®

Robert Spallina

From: Brett Verkaik [brett@standardmarket.com]
Sent: Monday, August 05, 2013 12:04 PM
To: Robert Spallina
Subject: Fwd: 345 Distributions and Working Capital Loan
Attachments: 345MP - Promissory Note (7.31.2013).pdf; ATT44410.htm; 345MP - Closing Schedule (7.31.2013).pdf; ATT44411.htm; Historical 1 Month LIBOR (7.31.2013).pdf; ATT44412.htm

Robert,

See below. We have already wired the working cap loan and interest to WHC which will term the note between A&L and WHC for the DDG loan for 345's working capital. We have wired the first equity dist of 345 to the WH 345 LLC account. We will need to determine the accurate distribution for WHC and the dynasty trusts from here. I assume we can split 64 / 36 (9% for each kid).

Please advise.

Thanks,
Brett

Begin forwarded message:

From: Christopher Prokop <cjp@ddgpartners.com>
Subject: 345 Distributions and Working Capital Loan
Date: August 1, 2013 12:59:45 PM CDT
To: Brett Verkaik <brett.verkaik@westhighlandcapital.com>

Hi Brett,

As per our discussion, attached is the promissory note interest calculation table.

Also attached is the updated condominium unit closing schedule. We are pleased to now have signed contracts on all units and closed over 50% of the units (with the M&T bank loan paid off as well).

Our current distribution will be for a total of $15M plus paying off the $1M working capital loan and interest. We had anticipated a larger distribution for 8/1/13 but have faced delays from the NYC Department of Buildings scheduling TCO inspections and processing the TCO paperwork required for closings which has resulted in some closing dates being pushed out (as we mentioned back in May/June, NYC TCO sign-off was our biggest risk in closing timing) .

In addition, some of the buyers have exercised their right to a one time postponement for their unit closings and have actually paid per diem penalties associated with the postponement (with buyer deferrals our second biggest risk in closing timing as highlighted in May/June). We are on track for the next wave of closings in August and anticipate the next distribution of roughly $18M around September 1 with the balance of units expected to close by the end of September.

This excludes the two retail units so the final project distribution will be tied to signing retail leases and the exit strategy of selling vs. longer term hold. We are also holding sufficient working capital to complete the construction.

Current amounts to be distributed to West Highland:

Working capital loan and interest: $1,068,034

First equity distribution: $13,333,334 (88.89% of total distribution)
Total amount to West Highland: $ 14,401,368

Please confirm wire instructions to send funds and let me know if you have any questions or would like to discuss further.

Thank you.

Regards,

Chris

Christopher J. Prokop
DDG
60 Hudson Street, 18th Floor
New York, NY 10013

212 612 3252 T
212 612 3260 F
917 692 5665 M
cjp@ddgpartners.com

http://ddgpartners.com

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345meatpacking

7/31/2013

Unit Closing Schedule

Buyer	Unit	Closing Date	Interior SF	Gross Unit Sales Price	Price / SF	Storage Sales Price	Total Net Proceeds
Closed Units - Construction Loan Payoff							
David Kuzmanich	2C	06/26/13	892	$1,450,000	$1,626	$ -	$1,373,567
Andrea & James Rahardja	2F	05/20/13	1,168	2,175,000	1,862	20,000	2,080,976
Blake London	3A	05/16/13	1,055	1,625,000	1,540	-	1,588,244
Kelly Liao	3B	05/23/13	693	1,050,000	1,515	-	1,025,807
Vito & Barbara Badalamenti	3C	05/15/13	892	1,350,000	1,513	-	1,278,752
Bruce & Leslie Gifford	3D	05/13/13	1,157	1,600,000	1,383	-	1,515,790
Katherine Lo	3E	05/21/13	1,117	1,675,000	1,500	20,000	1,606,901
Brian & Elizabeth Mitchell	3F	07/10/13	1,168	2,000,000	1,712	-	1,896,300
Harry Mateer & Jessica Bassett	4B	06/04/13	1,196	2,175,000	1,819	22,500	2,116,101
Todd & Lisa Steinberg	5A	05/31/13	1,228	2,375,000	1,934	22,500	2,344,356
Hormuz Irani	5B	05/24/13	1,196	2,700,000	2,258	-	2,558,755
Phillip & Alexandra Hersh	5C	07/02/13	1,206	2,150,000	1,783	40,000	2,077,272
John Vernon	5D	05/24/13	1,228	2,250,000	1,832	20,000	2,219,587
Cem Koksal	6C	07/22/13	925	1,575,000	1,703	20,000	1,513,336
Solihin Jusuf Kalla	6D	07/16/13	1,310	2,875,000	2,195	-	2,725,931
Benad Goldwasser	7A	07/12/13	1,427	3,575,000	2,505	-	3,496,886
Brighton Ring	7B	07/30/13	1,199	2,900,000	2,419	-	2,749,635
Michele Tacchella	7D	07/10/13	1,310	3,175,000	2,424	-	3,009,126
David & Marty Hamamoto	PHC	07/15/13	1,988	6,775,000	3,408	50,000	6,473,716
Subtotal - Closed Units	**19 Units**		**22,355**	**$45,450,000**	**$2,033**	**$215,000**	**$43,651,038**
Currently Scheduled							
Alp Saul	6B	08/08/13	1,199	$2,600,000	$2,168	$ -	$2,465,190
Patricio Farena &/or Barrio Cordoba	7C	TBD	925	1,750,000	1,892	-	1,659,262
Cem Senbay	8B	08/29/13	1,199	3,025,000	2,523	-	2,868,154
Lori Price	8C	08/29/13	925	1,875,000	2,027	-	1,777,781
Peter Galan	8D	08/29/13	1,310	3,375,000	2,576	-	3,301,256
Magnus Hoglund	PHD	08/30/13	2,093	6,325,000	3,022	-	5,997,049
Subtotal - Currently Scheduled	**6 Units**		**7,651**	**$18,950,000**	**$2,477**	**$ -**	**$18,068,692**
Not Yet Closed or Scheduled							
345 Propco LLC - Michael Luzich	PHA	09/15/13	1,901	$6,525,000	$3,432	$ -	$6,186,679
William Rainero	PHB	09/15/13	2,016	6,125,000	3,038	-	5,807,419
Subtotal - Not Yet Closed or Scheduled	**2 Units**		**3,917**	**$12,650,000**	**$3,230**	**$ -**	**$11,994,098**
Sponsor Units							
WH	PH	09/15/13	3,734	$7,001,250	$1,875	$45,000	$6,893,273
Prior 345 Owner (Hope Note)	8A	09/15/13	1,427	3,750,000	2,628	-	3,645,562
Prior 345 Owner (Hope Note)	6A	07/07/13	1,427	2,900,000	2,032	-	2,836,635
DDG	4A	07/01/13	1,228	2,045,000	1,665	20,000	2,020,317
DDG	4C	07/01/13	1,206	2,305,000	1,911	-	2,254,636
Corcoran	4D	07/01/13	1,228	2,330,000	1,897	20,000	2,299,089
DDG	2A	07/01/13	1,055	1,520,000	1,441	-	1,486,788
DDG	2B	07/01/13	693	1,000,000	1,443	-	978,150
WH	2D	07/01/13	1,157	1,825,000	1,577	20,000	1,805,124
DDG	2E	07/01/13	1,117	1,615,000	1,446	-	1,579,712
Subtotal - Sponsor Units	**10 Units**		**14,272**	**$26,291,250**	**$1,842**	**$105,000**	**$25,799,286**
Total Proceeds (Including Sponsor Units)	**37 Units**		**48,195**	**$103,341,250**	**$2,144**	**$320,000**	**$99,513,114**
Total Proceeds (Excluding Sponsor units)	**27 Units**		**33,923**	**$77,050,000**	**$2,271**	**$215,000**	**$73,713,828**

345meatpacking - Promissory Note
7/31/2013

Summary	
Principal	$1,000,000
Interest	68,304
Total Payment	**$1,068,304**

Average Interest Rate	
Avg. 1M Libor	0.22%
Spread	5.00%
Interest Rate	**5.22%**

Interest Rate by Month															
Date	**May-12**	**Jun-12**	**Jul-12**	**Aug-12**	**Sep-12**	**Oct-12**	**Nov-12**	**Dec-12**	**Jan-13**	**Feb-13**	**Mar-13**	**Apr-13**	**May-13**	**Jun-13**	**Jul-13**
1M Libor	0.24%	0.24%	0.25%	0.25%	0.23%	0.21%	0.21%	0.21%	0.21%	0.20%	0.20%	0.20%	0.20%	0.19%	0.19%
Spread	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Annual Rate	5.24%	5.24%	5.25%	5.25%	5.23%	5.21%	5.21%	5.21%	5.21%	5.20%	5.20%	5.20%	5.20%	5.19%	5.19%
Daily Rate (360 Days / Year)	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%
Days / Month	31 Days	30 Days	31 Days	31 Days	30 Days	31 Days	30 Days	31 Days	31 Days	28 Days	31 Days	30 Days	31 Days	30 Days	31 Days

345meatpacking - Promissory Note															
Date	**6/1/2012**	**6/1/2012**	**7/1/2012**	**8/1/2012**	**9/1/2012**	**10/1/2012**	**11/1/2012**	**12/1/2012**	**1/1/2013**	**2/1/2013**	**3/1/2013**	**4/1/2013**	**5/1/2013**	**6/1/2013**	**7/1/2013**
Principal	$1,000,000	$1,004,511	$1,008,896	$1,013,454	$1,018,032	$1,022,469	$1,027,060	$1,031,521	$1,036,153	$1,040,800	$1,045,009	$1,049,692	$1,054,244	$1,058,963	$1,063,547
Monthly Interest	4,511	4,385	4,557	4,578	4,437	4,591	4,461	4,632	4,647	4,209	4,683	4,552	4,719	4,584	4,757
Total Payment	**$1,004,511**	**$1,008,896**	**$1,013,454**	**$1,018,032**	**$1,022,469**	**$1,027,060**	**$1,031,521**	**$1,036,153**	**$1,040,800**	**$1,045,009**	**$1,049,692**	**$1,054,244**	**$1,058,963**	**$1,063,547**	**$1,068,304**

Robert Spallina

From: Ted Bernstein [tbernstein@lifeinsuranceconcepts.com]
Sent: Wednesday, September 18, 2013 8:42 AM
To: Lisa Friedstein; Robert Spallina
Cc: Jill Iantoni; Pam Simon; Donald Tescher
Subject: Re: Estate of Shirley Bernstein

Yes, it is a lot of work however and will have to be done over a weekend. As I have said, the accounts are an open book. They pay legal fees, trust admin administration fees, trustee fees, distributions, carry costs of the property including taxes, dues, maintenance, repairs, interest, sales costs, utilities, accounting fees and any other costs associated with the assets within the trust, nothing more. How is the totality of the fees meaningless information? I think it is the most important piece of expense information. Am I missing something?

Ted
561-988-8984
Tbernstein@lifeinsuranceconcepts.com

Sent via Mobile Device

-------- Original message --------
From: Lisa Friedstein <lisa.friedstein@gmail.com>
Date: 09/17/2013 8:54 PM (GMT-05:00)
To: Robert Spallina <rspallina@tescherspallina.com>
Cc: Jill Iantoni <jilliantoni@gmail.com>,Ted Bernstein <tbernstein@lifeinsuranceconcepts.com>,Pam Simon <psimon@stpcorp.com>,Donald Tescher <dtescher@tescherspallina.com>
Subject: Re: Estate of Shirley Bernstein

Thank you, Robert. Ted, are you sending us the details of these checks, as they are meaningless without payee info.
Thanks
Lisa

Robert Spallina
Tuesday, September 17, 2013 4:17 PM

These are all the transactions that have taken place in your mother's trust since your father's death. Remember, the only assets of your mother's estate were her tangible personal property which all went to your father at her death. The above are primarily the carrying costs for the properties and related items, the details of which Ted can provide additional information on as Trustee.

Robert L. Spallina, Esq.
TESCHER & SPALLINA, P.A.

4855 Technology Way, Suite 720
Boca Raton, Florida 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
E-mail: rspallina@tescherspallina.com

If you would like to learn more about TESCHER & SPALLINA, P.A., please visit our website at www.tescherspallina.com

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From: Jill Iantoni [mailto:jilliantoni@gmail.com]
Sent: Thursday, September 12, 2013 10:59 AM
To: Robert Spallina
Cc: Donald Tescher; <tbernstein@lifeinsuranceconcepts.com>; Pam Simon; Lisa Friedstein
Subject: Re: Estate of Shirley Bernstein

Sounds good.
Thanks

Jill Iantoni
Jilliantoni@gmail.com
(312) 804-2318

On Sep 12, 2013, at 9:47 AM, "Robert Spallina" <rspallina@tescherspallina.com> wrote:

Jill Iantoni
Thursday, September 12, 2013 9:59 AM

Sounds good.
Thanks

Jill Iantoni
Jilliantoni@gmail.com
(312) 804-2318

On Sep 12, 2013, at 9:47 AM, "Robert Spallina" <rspallina@tescherspallina.com> wrote:

Robert Spallina
Thursday, September 12, 2013 9:47 AM

Jill - I have requested a report from JP Morgan that will list the activity in your mother's trust since your father passed. The account at JP Morgan is the only account and should reflect all the activity most of which relates to the carrying costs of both the condo and Lionshead. He usually turns things around pretty quickly so we should have it shortly.

From: Jill Iantoni [mailto:jilliantoni@gmail.com]
Sent: Thursday, September 12, 2013 10:44 AM
To: Donald Tescher
Cc: tbernstein@lifeinsuranceconcepts.com; Robert Spallina; Pam Simon; Lisa Friedstein
Subject: Re: Estate of Shirley Bernstein

Thanks Don. Ted, can you share the information with us on behalf of Mom's estate? this way we will have it:)
Thanks
Jill

Jill Iantoni
Thursday, September 12, 2013 9:43 AM

Thanks Don. Ted, can you share the information with us on behalf of Mom's estate? this way we will have it:)
Thanks
Jill

Donald Tescher
Thursday, September 12, 2013 8:04 AM

Jill: Your mother's probate estate only consisted of her tangible personal property (clothing, jewelry, etc.) which passed to your father under her will. All other assets were either in her Revocable Trust or passed to your father by operation of law. Consequently, there really is no accounting to be prepared for Shirley's probate estate. Ted, as the successor trustee of the trust for benefit of your father under Shirley's Revocable Trust, would be responsible for providing an accounting of that trust.

Donald R. Tescher, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Telephone: 561 997 7008
Facsimile: 561 997 7308
dtescher@tescherspallina.com

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From: Jill Iantoni [mailto:jilliantoni@gmail.com]
Sent: Thursday, September 12, 2013 8:50 AM
To: Donald Tescher
Cc: Pam Simon; Lisa; Ted Bernstein; Robert Spallina; Iantoni, Jill (MBO Partners)
Subject: Re: Estate of Shirley Bernstein

Hi Don,
If you can please forward the accounting/inventory of Shirley Bernstein's estate, since we are closing it for the second time & I have never rec'd any of this information.

Thanks so much,
Jill

Robert Spallina

From: Messuri, Anthony [AMessuri@cbizgl.com]
Sent: Friday, September 13, 2013 10:04 AM
To: Craig, Janet
Cc: Robert Spallina
Subject: RE: Bernstein Family Realty, LLC
Attachments: Anthony Messuri E A .vcf

Importance: High

Janet,

Thank you for the authorization to prepare the 2008 – 2012 tax returns for Bernstein Family Realty, LLC. In order to begin the project we will need the following preliminary information:

- Mailing address where returns are to be mail along with a contact name
- Mailing address of LLC along with EIN
- Copy of IRS letter issuing EIN
- Copies of all bank statements from inception thru 12/31/12 including copies or images or all cleared checks
- Copy of the operating agreement
- List of full name, address and ssn/EIN of all owners including their ownership %
- Assets contributed to this entity along with FMV at the time of contribution to the LLC
- Assets held by this entity

Due to the impending 9/16/13 deadline, which is Monday, we will be unable to complete the 2012 return for timely filing. However, as soon as you provide us with the above requested preliminary information, we will schedule time for the project to be completed and advise you of any additional information needed as the project moves along.

If you have any questions at all please feel free to contact my office anytime.

Sincerely,

Anthony

Anthony Messuri, E.A. | Senior Tax Associate
CBIZ MHM, LLC
1675 N. Military Trail
5th Floor
Boca Raton, FL 33486
p: 561-994-5050
f: 561-241-0071
e: amessuri@cbiz.com

www.cbizsouthflorida.com and www.mhm-pc.com

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From: Craig, Janet [mailto:Janet.Craig@opco.com]
Sent: Friday, September 13, 2013 9:05 AM
To: 'Robert Spallina'
Cc: Messuri, Anthony
Subject: RE: Bernstein Family Realty, LLC

Mr. Messuri,

Please accept this letter as your direction and authorization to prepare the 2012 tax returns for the Bernstein Family Realty LLC.

I believe we will also have to prepare returns from inception in 2008 through 2011. Robert, would you please confirm that?

We will supply you with any information we have regarding the entity, but be advised that we only took over management in December 2012 and have very limited information.

Thank you.

Janet Craig, CTFA
Senior Vice President & Compliance Officer
Oppenheimer Trust Company
18 Columbia Turnpike
Florham Park, NJ 07932
Tel: 973-245-4635
Fax: 973-245-4699
Email: Janet.Craig@opco.com

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Thursday, September 12, 2013 4:15 PM
To: Craig, Janet
Cc: Messuri, Anthony
Subject: Bernstein Family Realty, LLC

Janet – I spoke with the CPA for the family and they have never prepared a return for this entity as it was supposedly a disregarded entity. As you know that is not the case. They could prepare a return but would need to take direction from you in that regard as Oppenheimer is the manger of the entity. I have copied Anthony Messuri on this email who prepares most of the returns for the family. Please advise as a return is required and is due this Monday. Thank you

Robert L. Spallina, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720

Boca Raton, Florida 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
E-mail: rspallina@tescherspallina.com

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Robert Spallina

From: Messuri, Anthony [AMessuri@cbizgl.com]
Sent: Friday, September 13, 2013 9:35 AM
To: Robert Spallina
Cc: Thierman, Abigail
Subject: FW: don't forget to send contact info to attorney. thanks

FYI

From: Thierman, Abigail
Sent: Thursday, September 12, 2013 8:18 PM
To: Messuri, Anthony
Subject: don't forget to send contact info to attorney. thanks

Abigail Thierman, JD, LLM, CPA, CFP® | Senior Tax Manager
CBIZ MHM, LLC
&
Mayer Hoffman McCann P.C.,
An Independent CPA Firm
1675 N. Military Trail, 5th Floor
Boca Raton, Florida 33486
p: 561-922-3058
f: 561-241-0071
e: athierman@cbiz.com

Robert Spallina

From: Worth, Hunt [Hunt.Worth@opco.com]
Sent: Tuesday, September 10, 2013 9:23 AM
To: Robert Spallina
Subject: FW: Candace & Eliot Bernstein Petitions to Appoint Oppenheimer Trust Company as Successor Trustee
Attachments: Petition - Daniel Bernstein Irrevocable Trust.pdf; Petition - Jake Bernstein Irrevocable Trust.pdf; Petition - Joshua Z. Bernstein Irrevocable Trust.pdf

From: Eliot Ivan Bernstein [mailto:iviewit@iviewit.tv]
Sent: Tuesday, September 10, 2013 8:51 AM
To: Worth, Hunt; Craig, Janet
Cc: Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA
Subject: FW: Candace & Eliot Bernstein Petitions to Appoint Oppenheimer Trust Company as Successor Trustee

Hunt, the attached documents regarding the alleged trusts you have sent today in two emails that you are operating under as fiduciary, appear to be incomplete and missing signatures and further in one instance improperly attested to. In certain instances, the trusts are not initialed on each page as intended. On a Notarized document submitted to the Probate Court with your name as the signor, the Notary did not complete the form properly, as appears a pattern and practice in documents involving the estates at this point, as you are aware. Please send over your complete files on these accounts as previously requested and please have all documents you sent verified and certified by Oppenheimer to be true and correct copies of what you have on file as previously requested. Finally, for future reference my wife Candice's name is spelled with an i not an a. Eliot

Eliot I. Bernstein
Inventor
Iviewit Holdings, Inc. – DL
2753 N.W. 34th St.
Boca Raton, Florida 33434-3459
(561) 245.8588 (o)
(561) 886.7628 (c)
(561) 245-8644 (f)
iviewit@iviewit.tv
http://www.iviewit.tv

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From: Worth, Hunt [mailto:Hunt.Worth@opco.com]
Sent: Monday, September 9, 2013 2:03 PM
To: 'Eliot Bernstein (iviewit@gmail.com)'
Subject: Candace & Eliot Bernstein Petitions to Appoint Oppenheimer Trust Company as Successor Trustee

Mr. Bernstein:

Attached please find the June 18, 2010 Petitions by you and Mrs. Bernstein seeking to have Oppenheimer Trust Company Appointed as Successor Trustee.

Hunt Worth
Oppenheimer Trust Company
215-656-2815

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Robert Spallina

From: Robert Spallina
Sent: Monday, September 09, 2013 1:57 PM
To: 'Worth, Hunt'
Cc: 'Craig, Janet'
Subject: RE: Bernstein
Attachments: Petition - Daniel Bernstein Irrevocable Trust.pdf; Petition - Jake Bernstein Irrevocable Trust.pdf; Petition - Joshua Z. Bernstein Irrevocable Trust.pdf

See attached petitions for each of their children's trusts signed by them. We do not have a signed signature page for Daniel's trust.

From: Robert Spallina
Sent: Friday, August 30, 2013 4:24 PM
To: 'Worth, Hunt'
Cc: Craig, Janet
Subject: RE: Bernstein

My pleasure. Have a great holiday weekend.

From: Worth, Hunt [mailto:Hunt.Worth@opco.com]
Sent: Friday, August 30, 2013 11:04 AM
To: Robert Spallina
Cc: Craig, Janet
Subject: Bernstein

Thank you for your efforts.

Hunt

Hunt Worth, Esq.
President
Oppenheimer Trust Company
215-656-2815

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Robert Spallina

From: Messuri, Anthony [AMessuri@cbizgl.com]
Sent: Friday, September 06, 2013 5:56 PM
To: Robert Spallina
Cc: Lewin, Jerry; DeRosa, Linda
Subject: Bernstein Family Investments, LLLP

Importance: High

Robert,

In order to complete the year end accounting and subsequent tax return for the above mentioned entity, we have the following questions:

1) Is mailing address still 950 Peninsula Corp Circle, Ste 3010, Boca Raton, FL 33487

2) Are the partners still:

Simon Bernstein Trust	371-32-5211
Shirley Bernstein Trust	46-6235212
Bernstein Holdings LLC	32-0234597

3) Is the address on the K-1's still 7020 Lions Head Lane, Boca raton, FL 33496

4) A trust return needs to be filed for the Shirley Bernstein Trust for 2012. Need any income and expenses for this entity and also a copy of the Trust Document.

5) Were the funds from the following loans disbursed to Simon Personally?

5/11/2012	Loan Proceeds of $50,000
5/25/2012	Loan Proceeds of $7,000

6) A/C 478018083:

Transfers of $39,000 on 11/2/12 and $60,000 on 10/23/12
What is the name on the account and the Federal ID number

7) A/C 47818117:

Transfers of $39,000 on 11/2/12 and $60,000 on 10/23/12
What is the name on the account and the Federal ID number

8) A/C W32612009:

Transfer of $2,000 on 10/23/12 for $2,000
What is the name on the account?

9) Are the following loans still outstanding:

Loan Receivable - TELENET SYSTEMS	$24,100.23
Loan Receivable - ARBITRAGE	$140,000.00
Loan Receivable - SAMUEL KAPLAN	$6,000.00

Is interest being paid on any loans other than Telenet Systems?

10) Regarding BERNSTEIN FAMILY REALTY LLC:

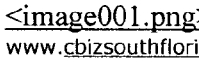
BERNSTEIN FAMILY REALTY LLC:
Monies were transferred to this entity from Bernstein Family
Investments totalling $23,000 in 2012. Is a tax return required for
this entity for 2012 and are we preparing it?

Please get us this information as early in the week as possible as the return is due by next Monday 9/16/13.

Sincerely,

Anthony

Anthony Messuri, E.A. | Senior Tax Associate
CBIZ MHM, LLC
1675 N. Military Trail
5th Floor
Boca Raton, FL 33486
p: 561-994-5050
f: 561-241-0071
e: amessuri@cbiz.com

 Connect with me
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Robert Spallina

From: Craig, Janet [Janet.Craig@opco.com]
Sent: Wednesday, August 28, 2013 11:28 AM
To: 'Eliot Ivan Bernstein (iviewit@gmail.com)'; 'Candice Bernstein (tourcandy@gmail.com)'
Cc: Robert Spallina; 'Ted Bernstein (tbernstein@lifeinsuranceconcepts.com)'
Subject: Bernstein Trust Terminations
Attachments: Bernstein Joshua Acctng and Release.pdf; Bernstein Jacob Acctng and Release.pdf; Bernstein Daniel Acctg and Release.pdf

Dear Eliot and Candice,

As you are aware, the trusts for Daniel, Jacob and Joshua have depleted over time due to the payment of your household bills. I have spoken with Mr. Spallina and he has informed me that the household bill payments will not be refunded to the trusts. We have therefore decided to terminate the trusts due to their de minimus market values.

The enclosed accountings for each trust cover the period of September 20, 2010 (our inception date) through August 26, 2013. We have also enclosed an Asset Detail showing the current market values and a Receipt, Release and Refunding Agreement for each of the accounts for your signatures. Please review all the documents carefully and contact me if you have any questions. Once your review is completed, please sign one copy of the Receipt, Release and Refunding Agreement before a Notary Public and return it to me at the address below. A second copy should be retained for your records.

Please be advised that we will not be paying bills during this transition period. Ted Bernstein has agreed to become the Managing Member of Bernstein Family Realty and all questions regarding the payment of household bills should be directed to him

Please keep in mind that the liquidation of the assets and the distribution of funds to you will generate tax consequences reportable on your 2013 personal income tax returns, which you will be filing next year. Please do not complete your personal income tax returns until you have received the final form K-1 from us.

Janet Craig, CTFA
Senior Vice President & Compliance Officer
Oppenheimer Trust Company
18 Columbia Turnpike
Florham Park, NJ 07932
Tel: 973-245-4635
Fax: 973-245-4699
Email: Janet.Craig@opco.com

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Form **1120S**

Department of the Treasury
Internal Revenue Service

U.S. Income Tax Return for an S Corporation

▶ Do not file this form unless the corporation has filed or is attaching Form 2553 to elect to be an S corporation.
▶ See separate instructions.

OMB No. 1545-0130

2010

For calendar year 2010 or tax year beginning , 2010, ending , 20

A S election effective date: 09/01/2006	TYPE OR PRINT	Name: LIC HOLDINGS INC	D Employer identification number: 20-5290314
B Business activity code number (see instructions): 524290		Number, street, and room or suite no. If a P.O. box, see instructions.: 950 PENINSULA CORPORATE CIRCLE, SUITE 3010	E Date incorporated: 09/01/2006
C Check if Sch. M-3 attached ☑		City or town, state, and ZIP code: BOCA RATON, FL 33487	F Total assets (see instructions): $ 3,988,809

G Is the corporation electing to be an S corporation beginning with this tax year? ☐ Yes ☑ No If "Yes," attach Form 2553 if not already filed

H Check if: (1) ☐ Final return (2) ☐ Name change (3) ☐ Address change (4) ☐ Amended return (5) ☐ S election termination or revocation

I Enter the number of shareholders who were shareholders during any part of the tax year . . . . . ▶ 13

Caution. *Include only trade or business income and expenses on lines 1a through 21. See the instructions for more information.*

Income	1a	Gross receipts or sales: 769,434	b Less returns and allowances	c Bal ▶	1c	769,434
	2	Cost of goods sold (Schedule A, line 8)			2	
	3	Gross profit. Subtract line 2 from line 1c			3	769,434
	4	Net gain (loss) from Form 4797, Part II, line 17 *(attach Form 4797)*			4	
	5	Other income (loss) *(see instructions—attach statement)*			5	1,838,949
	6	**Total income (loss).** Add lines 3 through 5		▶	6	2,608,383
Deductions (see instructions for limitations)	7	Compensation of officers			7	300,000
	8	Salaries and wages (less employment credits)			8	541,276
	9	Repairs and maintenance			9	2,576
	10	Bad debts			10	38,958
	11	Rents			11	199,835
	12	Taxes and licenses			12	98,328
	13	Interest			13	
	14	Depreciation not claimed on Schedule A or elsewhere on return *(attach Form 4562)*			14	35,531
	15	Depletion **(Do not deduct oil and gas depletion.)**			15	
	16	Advertising			16	39,839
	17	Pension, profit-sharing, etc., plans			17	17,403
	18	Employee benefit programs			18	
	19	Other deductions *(attach statement)*			19	747,223
	20	**Total deductions.** Add lines 7 through 19		▶	20	2,020,969
	21	**Ordinary business income (loss).** Subtract line 20 from line 6			21	587,414
Tax and Payments	22a	Excess net passive income or LIFO recapture tax *(see instructions)*	22a			
	b	Tax from Schedule D (Form 1120S)	22b			
	c	Add lines 22a and 22b *(see instructions for additional taxes)*			22c	
	23a	2010 estimated tax payments and 2009 overpayment credited to 2010	23a			
	b	Tax deposited with Form 7004	23b			
	c	Credit for federal tax paid on fuels *(attach Form 4136)*	23c			
	d	Add lines 23a through 23c			23d	
	24	Estimated tax penalty *(see instructions)*. Check if Form 2220 is attached		▶ ☐	24	
	25	**Amount owed.** If line 23d is smaller than the total of lines 22c and 24, enter amount owed			25	
	26	**Overpayment.** If line 23d is larger than the total of lines 22c and 24, enter amount overpaid			26	
	27	Enter amount from line 26 **Credited to 2011 estimated tax** ▶	**Refunded** ▶		27	

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Signature of officer — Date: 1/25/11 — Title: PRESIDENT

May the IRS discuss this return with the preparer shown below (see instructions)? ☐ Yes ☐ No

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name ▶			Firm's EIN ▶	
Firm's address ▶			Phone no.	

Schedule A Cost of Goods Sold (see instructions)

1	Inventory at beginning of year	1		
2	Purchases	2		
3	Cost of labor	3		
4	Additional section 263A costs (*attach statement*)	4		
5	Other costs (*attach statement*)	5		
6	**Total.** Add lines 1 through 5	6		
7	Inventory at end of year	7		
8	**Cost of goods sold.** Subtract line 7 from line 6. Enter here and on page 1, line 2	8		

9a Check all methods used for valuing closing inventory: (i) ☐ Cost as described in Regulations section 1.471-3
(ii) ☐ Lower of cost or market as described in Regulations section 1.471-4
(iii) ☐ Other (Specify method used and attach explanation.) ▶

b Check if there was a writedown of subnormal goods as described in Regulations section 1.471-2(c) ▶ ☐

c Check if the LIFO inventory method was adopted this tax year for any goods (if checked, attach Form 970) ▶ ☐

d If the LIFO inventory method was used for this tax year, enter percentage (or amounts) of closing inventory computed under LIFO 9d

e If property is produced or acquired for resale, do the rules of section 263A apply to the corporation? ☐ Yes ☐ No

f Was there any change in determining quantities, cost, or valuations between opening and closing inventory? ☐ Yes ☐ No
If "Yes," attach explanation.

Schedule B Other Information (see instructions)

		Yes	No
1	Check accounting method: a ☐ Cash b ☐ Accrual c ☐ Other (specify) ▶		
2	See the instructions and enter the: a Business activity ▶ b Product or service ▶		
3	At the end of the tax year, did the corporation own, directly or indirectly, 50% or more of the voting stock of a domestic corporation? (For rules of attribution, see section 267(c).) If "Yes," attach a statement showing: **(a)** name and employer identification number (EIN), **(b)** percentage owned, and **(c)** if 100% owned, was a qualified subchapter S subsidiary election made?	✓	
4	Has this corporation filed, or is it required to file, **Form 8918,** Material Advisor Disclosure Statement, to provide information on any reportable transaction?		✓
5	Check this box if the corporation issued publicly offered debt instruments with original issue discount ▶ ☐ If checked, the corporation may have to file **Form 8281,** Information Return for Publicly Offered Original Issue Discount Instruments.		
6	If the corporation: **(a)** was a C corporation before it elected to be an S corporation **or** the corporation acquired an asset with a basis determined by reference to the basis of the asset (or the basis of any other property) in the hands of a C corporation **and (b)** has net unrealized built-in gain in excess of the net recognized built-in gain from prior years, enter the net unrealized built-in gain reduced by net recognized built-in gain from prior years (*see instructions*) ▶ $		
7	Enter the accumulated earnings and profits of the corporation at the end of the tax year. $		
8	Are the corporation's total receipts (*see instructions*) for the tax year **and** its total assets at the end of the tax year less than $250,000? If "Yes," the corporation is not required to complete Schedules L and M-1		✓
9	During the tax year, was a qualified subchapter S subsidiary election terminated or revoked? If "Yes," see instructions		

Schedule K Shareholders' Pro Rata Share Items

				Total amount
Income (Loss)	1	Ordinary business income (loss) (page 1, line 21)	1	587,414
	2	Net rental real estate income (loss) (*attach Form 8825*)	2	
	3a	Other gross rental income (loss) 3a		
	b	Expenses from other rental activities (*attach statement*) 3b		
	c	Other net rental income (loss). Subtract line 3b from line 3a	3c	
	4	Interest income	4	44,701
	5	Dividends: a Ordinary dividends	5a	
		b Qualified dividends 5b		
	6	Royalties	6	
	7	Net short-term capital gain (loss) (*attach Schedule D (Form 1120S)*)	7	
	8a	Net long-term capital gain (loss) (*attach Schedule D (Form 1120S)*)	8a	
	b	Collectibles (28%) gain (loss) 8b		
	c	Unrecaptured section 1250 gain (*attach statement*) 8c		
	9	Net section 1231 gain (loss) (*attach Form 4797*)	9	
	10	Other income (loss) (*see instructions*) Type ▶	10	

	Shareholders' Pro Rata Share Items (continued)		Total amount
Deductions	11 Section 179 deduction (*attach Form 4562*)	11	
	12a Contributions	12a	7,100
	b Investment interest expense	12b	
	c Section 59(e)(2) expenditures (1) Type ▶ (2) Amount ▶	12c(2)	
	d Other deductions (*see instructions*) Type ▶	12d	
Credits	13a Low-income housing credit (section 42(j)(5))	13a	
	b Low-income housing credit (other)	13b	
	c Qualified rehabilitation expenditures (rental real estate) (*attach Form 3468*)	13c	
	d Other rental real estate credits (*see instructions*) Type ▶	13d	
	e Other rental credits (*see instructions*) Type ▶	13e	
	f Alcohol and cellulosic biofuel fuels credit (*attach Form 6478*)	13f	
	g Other credits (*see instructions*) Type ▶	13g	
Foreign Transactions	14a Name of country or U.S. possession ▶		
	b Gross income from all sources	14b	
	c Gross income sourced at shareholder level	14c	
	Foreign gross income sourced at corporate level		
	d Passive category	14d	
	e General category	14e	
	f Other (*attach statement*)	14f	
	Deductions allocated and apportioned at shareholder level		
	g Interest expense	14g	
	h Other	14h	
	Deductions allocated and apportioned at corporate level to foreign source income		
	i Passive category	14i	
	j General category	14j	
	k Other (*attach statement*)	14k	
	Other information		
	l Total foreign taxes (check one): ▶ ☐ Paid ☐ Accrued	14l	
	m Reduction in taxes available for credit (*attach statement*)	14m	
	n Other foreign tax information (*attach statement*)		
Alternative Minimum Tax (AMT) Items	15a Post-1986 depreciation adjustment	15a	
	b Adjusted gain or loss	15b	
	c Depletion (other than oil and gas)	15c	
	d Oil, gas, and geothermal properties—gross income	15d	
	e Oil, gas, and geothermal properties—deductions	15e	
	f Other AMT items (*attach statement*)	15f	
Items Affecting Shareholder Basis	16a Tax-exempt interest income	16a	
	b Other tax-exempt income	16b	
	c Nondeductible expenses	16c	17,418
	d Distributions (*attach statement if required*) (*see instructions*)	16d	
	e Repayment of loans from shareholders	16e	
Other Information	17a Investment income	17a	44,701
	b Investment expenses	17b	
	c Dividend distributions paid from accumulated earnings and profits	17c	
	d Other items and amounts (*attach statement*)		
Reconciliation	18 **Income/loss reconciliation.** Combine the amounts on lines 1 through 10 in the far right column. From the result, subtract the sum of the amounts on lines 11 through 12d and 14l	18	625,015

Schedule L Balance Sheets per Books

	Assets	Beginning of tax year (a)	Beginning of tax year (b)	End of tax year (c)	End of tax year (d)
1	Cash		(257,700)		(162,809)
2a	Trade notes and accounts receivable	1,984,505		1,973,066	
b	Less allowance for bad debts	( )	1,984,505	( )	1,973,066
3	Inventories				
4	U.S. government obligations				
5	Tax-exempt securities (see instructions)				
6	Other current assets (attach statement)		64,102		11,040
7	Loans to shareholders		1,554,714		1,709,777
8	Mortgage and real estate loans				
9	Other investments (attach statement)				
10a	Buildings and other depreciable assets	623,783		575,580	
b	Less accumulated depreciation	(310,652)	313,131	(354,241)	221,339
11a	Depletable assets				
b	Less accumulated depletion	( )		( )	
12	Land (net of any amortization)				
13a	Intangible assets (amortizable only)	9,000		9,000	
b	Less accumulated amortization	( )	9,000	( )	9,000
14	Other assets (attach statement)		337,062		227,396
15	Total assets		4,004,814		3,988,809
	Liabilities and Shareholders' Equity				
16	Accounts payable		571,134		368,379
17	Mortgages, notes, bonds payable in less than 1 year				
18	Other current liabilities (attach statement)		690,194		1,115,605
19	Loans from shareholders				
20	Mortgages, notes, bonds payable in 1 year or more				
21	Other liabilities (attach statement)				
22	Capital stock		600		600
23	Additional paid-in capital		245,116		245,116
24	Retained earnings		2,720,848		2,482,188
25	Adjustments to shareholders' equity (attach statement)		(223,078)		(223,078)
26	Less cost of treasury stock		( )		( )
27	Total liabilities and shareholders' equity		4,004,814		3,988,810

Schedule M-1 Reconciliation of Income (Loss) per Books With Income (Loss) per Return

Note: Schedule M-3 required instead of Schedule M-1 if total assets are $10 million or more—see instructions

1	Net income (loss) per books	5	Income recorded on books this year not included on Schedule K, lines 1 through 10 (itemize): a Tax-exempt interest $
2	Income included on Schedule K, lines 1, 2, 3c, 4, 5a, 6, 7, 8a, 9, and 10, not recorded on books this year (itemize):	6	Deductions included on Schedule K, lines 1 through 12 and 14l, not charged against book income this year (itemize): a Depreciation $
3	Expenses recorded on books this year not included on Schedule K, lines 1 through 12 and 14l (itemize): a Depreciation $ b Travel and entertainment $	7	Add lines 5 and 6
4	Add lines 1 through 3	8	Income (loss) (Schedule K, line 18). Line 4 less line 7

Schedule M-2 Analysis of Accumulated Adjustments Account, Other Adjustments Account, and Shareholders' Undistributed Taxable Income Previously Taxed (see instructions)

		(a) Accumulated adjustments account	(b) Other adjustments account	(c) Shareholders' undistributed taxable income previously taxed
1	Balance at beginning of tax year	1,287,492		
2	Ordinary income from page 1, line 21	587,414		
3	Other additions	44,701		
4	Loss from page 1, line 21	( )		
5	Other reductions	(24,518)	( )	
6	Combine lines 1 through 5	1,895,089		
7	Distributions other than dividend distributions			
8	Balance at end of tax year. Subtract line 7 from line 6	1,895,089		

SCHEDULE M-3 (Form 1120)

Department of the Treasury
Internal Revenue Service

Net Income (Loss) Reconciliation for Corporations With Total Assets of $10 Million or More

▶ Attach to Form 1120 or 1120-C.
▶ See separate instructions.

OMB No. 1545-0123

2010

Name of corporation (common parent, if consolidated return)	Employer identification number
LIC HOLDINGS INC	20-5290314

Check applicable box(es): (1) ☐ Non-consolidated return (2) ☑ Consolidated return (Form 1120 only)
(3) ☐ Mixed 1120/L/PC group (4) ☐ Dormant subsidiaries schedule attached

Part I Financial Information and Net Income (Loss) Reconciliation (see instructions)

1a Did the corporation file SEC Form 10-K for its income statement period ending with or within this tax year?
☐ **Yes.** Skip lines 1b and 1c and complete lines 2a through 11 with respect to that SEC Form 10-K.
☑ **No.** Go to line 1b. See instructions if multiple non-tax-basis income statements are prepared.

b Did the corporation prepare a certified audited non-tax-basis income statement for that period?
☐ **Yes.** Skip line 1c and complete lines 2a through 11 with respect to that income statement.
☑ **No.** Go to line 1c.

c Did the corporation prepare a non-tax-basis income statement for that period?
☑ **Yes.** Complete lines 2a through 11 with respect to that income statement.
☐ **No.** Skip lines 2a through 3c and enter the corporation's net income (loss) per its books and records on line 4a.

2a Enter the income statement period: Beginning 01/01/2010 Ending 12/31/2010

b Has the corporation's income statement been restated for the income statement period on line 2a?
☐ **Yes.** (If "Yes," attach an explanation and the amount of each item restated.)
☑ **No.**

c Has the corporation's income statement been restated for any of the five income statement periods preceding the period on line 2a?
☐ **Yes.** (If "Yes," attach an explanation and the amount of each item restated.)
☑ **No.**

3a Is any of the corporation's voting common stock publicly traded?
☐ **Yes.**
☑ **No.** If "No," go to line 4a.

b Enter the symbol of the corporation's primary U.S. publicly traded voting common stock . . . . . ☐☐☐☐☐

c Enter the nine-digit CUSIP number of the corporation's primary publicly traded voting common stock . . . . . ☐☐☐☐☐☐☐☐☐

4a	Worldwide consolidated net income (loss) from income statement source identified in Part I, line 1	4a	250,795
b	Indicate accounting standard used for line 4a (see instructions): (1) ☐ GAAP (2) ☐ IFRS (3) ☐ Statutory (4) ☐ Tax-basis (5) ☐ Other (specify) _____		
5a	Net income from nonincludible foreign entities (attach schedule)	5a	( )
b	Net loss from nonincludible foreign entities (attach schedule and enter as a positive amount)	5b	
6a	Net income from nonincludible U.S. entities (attach schedule)	6a	( )
b	Net loss from nonincludible U.S. entities (attach schedule and enter as a positive amount)	6b	
7a	Net income (loss) of other includible foreign disregarded entities (attach schedule)	7a	
b	Net income (loss) of other includible U.S. disregarded entities (attach schedule)	7b	
c	Net income (loss) of other includible entities (attach schedule)	7c	
8	Adjustment to eliminations of transactions between includible entities and nonincludible entities (attach schedule)	8	
9	Adjustment to reconcile income statement period to tax year (attach schedule)	9	
10a	Intercompany dividend adjustments to reconcile to line 11 (attach schedule)	10a	
b	Other statutory accounting adjustments to reconcile to line 11 (attach schedule)	10b	
c	Other adjustments to reconcile to amount on line 11 (attach schedule)	10c	
11	**Net income (loss) per income statement of includible corporations.** Combine lines 4 through 10	11	250,795

Note. Part I, line 11, must equal the amount on Part II, line 30, column (a), and Schedule M-2, line 2.

12 Enter the total amount (not just the corporation's share) of the assets and liabilities of all entities included or removed on the following lines.

		Total Assets	Total Liabilities
a	Included on Part I, line 4 ▶	3,988,809	1,483,984
b	Removed on Part I, line 5 ▶		
c	Removed on Part I, line 6 ▶		
d	Included on Part I, line 7 ▶		

Name of corporation (common parent, if consolidated return): LIC HOLDINGS INC
Employer identification number: 20-5290314

Check applicable box(es): (1) ☑ Consolidated group (2) ☑ Parent corp (3) ☑ Consolidated eliminations (4) ☐ Subsidiary corp (5) ☐ Mixed 1120/L/PC group
Check if a sub-consolidated: (6) ☐ 1120 group (7) ☐ 1120 eliminations

Name of subsidiary (if consolidated return): Employer identification number:

Part II **Reconciliation of Net Income (Loss) per Income Statement of Includible Corporations With Taxable Income per Return** (see instructions)

Income (Loss) Items (Attach schedules for lines 1 through 11)	(a) Income (Loss) per Income Statement	(b) Temporary Difference	(c) Permanent Difference	(d) Income (Loss) per Tax Return
1 Income (loss) from equity method foreign corporations				
2 Gross foreign dividends not previously taxed				
3 Subpart F, QEF, and similar income inclusions				
4 Section 78 gross-up				
5 Gross foreign distributions previously taxed				
6 Income (loss) from equity method U.S. corporations				
7 U.S. dividends not eliminated in tax consolidation				
8 Minority interest for includible corporations				
9 Income (loss) from U.S. partnerships				
10 Income (loss) from foreign partnerships				
11 Income (loss) from other pass-through entities				
12 Items relating to reportable transactions (attach details)				
13 Interest income (attach Form 8916-A)	(19,163)	63,864		44,701
14 Total accrual to cash adjustment				
15 Hedging transactions				
16 Mark-to-market income (loss)				
17 Cost of goods sold (attach Form 8916-A)	( )			( )
18 Sale versus lease (for sellers and/or lessors)				
19 Section 481(a) adjustments				
20 Unearned/deferred revenue				
21 Income recognition from long-term contracts				
22 Original issue discount and other imputed interest				
23a Income statement gain/loss on sale, exchange, abandonment, worthlessness, or other disposition of assets other than inventory and pass-through entities				
b Gross capital gains from Schedule D, excluding amounts from pass-through entities				
c Gross capital losses from Schedule D, excluding amounts from pass-through entities, abandonment losses, and worthless stock losses				
d Net gain/loss reported on Form 4797, line 17, excluding amounts from pass-through entities, abandonment losses, and worthless stock losses				
e Abandonment losses				
f Worthless stock losses (attach details)				
g Other gain/loss on disposition of assets other than inventory				
24 Capital loss limitation and carryforward used				
25 Other income (loss) items with differences (attach schedule)	316,783	447,045		763,828
26 **Total income (loss) items.** Combine lines 1 through 25	297,620	510,909		808,529
27 **Total expense/deduction items** (from Part III, line 38)	1,289,884	154,108	(17,418)	1,426,573
28 Other items with no differences	1,243,058			1,243,058
29a Mixed groups, see instructions. All others, combine lines 26 through 28	250,795	356,801	17,418	625,014
b PC insurance subgroup reconciliation totals				
c Life insurance subgroup reconciliation totals				
30 **Reconciliation totals.** Combine lines 29a through 29c	250,795	356,801	17,418	625,014

Note. Line 30, column (a), must equal the amount on Part I, line 11, and column (d) must equal Form 1120, page 1, line 28.

Name of corporation (common parent, if consolidated return): LIC HOLDINGS INC
Employer identification number: 20-5290314

Check applicable box(es): (1) ☑ Consolidated group (2) ☑ Parent corp (3) ☑ Consolidated eliminations (4) ☐ Subsidiary corp (5) ☐ Mixed 1120/L/PC group
Check if a sub-consolidated: (6) ☐ 1120 group (7) ☐ 1120 eliminations

Name of subsidiary (if consolidated return): Employer identification number:

Part III Reconciliation of Net Income (Loss) per Income Statement of Includible Corporations With Taxable Income per Return—Expense/Deduction Items (see instructions)

Expense/Deduction Items	(a) Expense per Income Statement	(b) Temporary Difference	(c) Permanent Difference	(d) Deduction per Tax Return
1 U.S. current income tax expense				
2 U.S. deferred income tax expense				
3 State and local current income tax expense				
4 State and local deferred income tax expense				
5 Foreign current income tax expense (other than foreign withholding taxes)				
6 Foreign deferred income tax expense				
7 Foreign withholding taxes				
8 Interest expense (attach Form 8916-A)				
9 Stock option expense				
10 Other equity-based compensation				
11 Meals and entertainment	34,835		(17,418)	17,417
12 Fines and penalties	2,151			2,151
13 Judgments, damages, awards, and similar costs				
14 Parachute payments				
15 Compensation with section 162(m) limitation				
16 Pension and profit-sharing	17,403			17,403
17 Other post-retirement benefits				
18 Deferred compensation				
19 Charitable contribution of cash and tangible property	7,100			7,100
20 Charitable contribution of intangible property				
21 Charitable contribution limitation/carryforward				
22 Domestic production activities deduction				
23 Current year acquisition or reorganization investment banking fees				
24 Current year acquisition or reorganization legal and accounting fees				
25 Current year acquisition/reorganization other costs				
26 Amortization/impairment of goodwill				
27 Amortization of acquisition, reorganization, and start-up costs				
28 Other amortization or impairment write-offs				
29 Section 198 environmental remediation costs				
30 Depletion				
31 Depreciation	92,999	(57,468)		35,351
32 Bad debt expense	38,958			38,958
33 Corporate owned life insurance premiums				
34 Purchase versus lease (for purchasers and/or lessees)				
35 Research and development costs (attach schedule)				
36 Section 118 exclusion (attach schedule)				
37 Other expense/deduction items with differences (attach schedule)	1,096,437	211,576		1,308,013
38 **Total expense/deduction items.** Combine lines 1 through 37. Enter here and on Part II, line 27, reporting positive amounts as negative and negative amounts as positive	1,289,884	154,108	(17,418)	1,426,573

Form **4562**

Department of the Treasury
Internal Revenue Service (99)

Depreciation and Amortization
(Including Information on Listed Property)

▶ See separate instructions. ▶ Attach to your tax return.

OMB No. 1545-0172

2010

Attachment Sequence No. 67

Name(s) shown on return	Business or activity to which this form relates	Identifying number
LIC HOLDINGS INC	INSURANCE	20-5290314

Part I Election To Expense Certain Property Under Section 179

Note: *If you have any listed property, complete Part V before you complete Part I.*

1	Maximum amount (see instructions)	1	250,000
2	Total cost of section 179 property placed in service (see instructions)	2	
3	Threshold cost of section 179 property before reduction in limitation (see instructions)	3	500,000
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	
5	Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions	5	

6	(a) Description of property	(b) Cost (business use only)	(c) Elected cost

7	Listed property. Enter the amount from line 29	7	
8	Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7	8	
9	Tentative deduction. Enter the **smaller** of line 5 or line 8	9	
10	Carryover of disallowed deduction from line 13 of your 2009 Form 4562	10	
11	Business income limitation. Enter the smaller of business income (not less than zero) or line 5 (see instructions)	11	
12	Section 179 expense deduction. Add lines 9 and 10, but do not enter more than line 11	12	
13	Carryover of disallowed deduction to 2011. Add lines 9 and 10, less line 12 ▶	13	

Note: *Do not use Part II or Part III below for listed property. Instead, use Part V.*

Part II Special Depreciation Allowance and Other Depreciation (Do not include listed property.) (See instructions.)

14	Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year (see instructions)	14	4,007
15	Property subject to section 168(f)(1) election	15	
16	Other depreciation (including ACRS)	16	1,478

Part III MACRS Depreciation (Do not include listed property.) (See instructions.)

Section A

17	MACRS deductions for assets placed in service in tax years beginning before 2010	17	29,721
18	If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here ▶ ☐		

Section B—Assets Placed in Service During 2010 Tax Year Using the General Depreciation System

	(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only—see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a	3-year property						
b	5-year property		5,690	5 YR	HY	200DB	325
c	7-year property						
d	10-year property						
e	15-year property						
f	20-year property						
g	25-year property			25 yrs.		S/L	
h	Residential rental property			27.5 yrs.	MM	S/L	
				27.5 yrs.	MM	S/L	
i	Nonresidential real property			39 yrs.	MM	S/L	
					MM	S/L	

Section C—Assets Placed in Service During 2010 Tax Year Using the Alternative Depreciation System

20a	Class life					S/L	
b	12-year			12 yrs.		S/L	
c	40-year			40 yrs.	MM	S/L	

Part IV Summary (See instructions.)

21	Listed property. Enter amount from line 28	21	
22	**Total.** Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations—see instructions	22	35,531
23	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	23	

Part V Listed Property (Include automobiles, certain other vehicles, certain computers, and property used for entertainment, recreation, or amusement.)

Note: *For any vehicle for which you are using the standard mileage rate or deducting lease expense, complete* **only** *24a, 24b, columns (a) through (c) of Section A, all of Section B, and Section C if applicable.*

Section A—Depreciation and Other Information (Caution: *See the instructions for limits for passenger automobiles.*)

24a Do you have evidence to support the business/investment use claimed? ☐ Yes ☐ No | 24b If "Yes," is the evidence written? ☐ Yes ☐ No

(a) Type of property (list vehicles first)	(b) Date placed in service	(c) Business/ investment use percentage	(d) Cost or other basis	(e) Basis for depreciation (business/investment use only)	(f) Recovery period	(g) Method/ Convention	(h) Depreciation deduction	(i) Elected section 179 cost
25 Special depreciation allowance for qualified listed property placed in service during the tax year and used more than 50% in a qualified business use (see instructions) .						25		
26 Property used more than 50% in a qualified business use:								
		%						
		%						
		%						
27 Property used 50% or less in a qualified business use:								
		%				S/L -		
		%				S/L -		
		%				S/L -		
28 Add amounts in column (h), lines 25 through 27. Enter here and on line 21, page 1 .						28		
29 Add amounts in column (i), line 26. Enter here and on line 7, page 1							29	

Section B—Information on Use of Vehicles

Complete this section for vehicles used by a sole proprietor, partner, or other "more than 5% owner," or related person. If you provided vehicles to your employees, first answer the questions in Section C to see if you meet an exception to completing this section for those vehicles.

	(a) Vehicle 1		(b) Vehicle 2		(c) Vehicle 3		(d) Vehicle 4		(e) Vehicle 5		(f) Vehicle 6	
30 Total business/investment miles driven during the year (**do not** include commuting miles) .												
31 Total commuting miles driven during the year												
32 Total other personal (noncommuting) miles driven												
33 Total miles driven during the year. Add lines 30 through 32												
	Yes	**No**	**Yes**	**No**	**Yes**	**No**	**Yes**	**No**	**Yes**	**No**	**Yes**	**No**
34 Was the vehicle available for personal use during off-duty hours?												
35 Was the vehicle used primarily by a more than 5% owner or related person? . . .												
36 Is another vehicle available for personal use?												

Section C—Questions for Employers Who Provide Vehicles for Use by Their Employees

Answer these questions to determine if you meet an exception to completing Section B for vehicles used by employees who **are not** more than 5% owners or related persons (see instructions).

	Yes	**No**
37 Do you maintain a written policy statement that prohibits all personal use of vehicles, including commuting, by your employees?		
38 Do you maintain a written policy statement that prohibits personal use of vehicles, except commuting, by your employees? See the instructions for vehicles used by corporate officers, directors, or 1% or more owners		
39 Do you treat all use of vehicles by employees as personal use?		
40 Do you provide more than five vehicles to your employees, obtain information from your employees about the use of the vehicles, and retain the information received?		
41 Do you meet the requirements concerning qualified automobile demonstration use? (See instructions.) . . .		

Note: *If your answer to 37, 38, 39, 40, or 41 is "Yes," do not complete Section B for the covered vehicles.*

Part VI Amortization

(a) Description of costs	(b) Date amortization begins	(c) Amortizable amount	(d) Code section	(e) Amortization period or percentage	(f) Amortization for this year
42 Amortization of costs that begins during your 2010 tax year (see instructions):					
43 Amortization of costs that began before your 2010 tax year				43	600
44 **Total.** Add amounts in column (f). See the instructions for where to report				44	600

Form **8916-A**

Department of the Treasury
Internal Revenue Service

Supplemental Attachment to Schedule M-3

▶ Attach to Schedule M-3 for Form 1065, 1120, 1120-L, 1120-PC, or 1120S.

OMB No. 1545-2061

2010

Name of common parent
LIC HOLDINGS INC

Employer identification number
20-5290314

Name of subsidiary

Employer identification number

Part I Cost of Goods Sold

Cost of Goods Sold Items	(a) Expense per Income Statement	(b) Temporary Difference	(c) Permanent Difference	(d) Deduction per Tax Return
1 Amounts attributable to cost flow assumptions				
2 Amounts attributable to:				
a Stock option expense				
b Other equity based compensation				
c Meals and entertainment				
d Parachute payments				
e Compensation with section 162(m) limitation				
f Pension and profit sharing				
g Other post-retirement benefits				
h Deferred compensation				
i Section 198 environmental remediation costs				
j Amortization				
k Depletion				
l Depreciation				
m Corporate owned life insurance premiums				
n Other section 263A costs				
3 Inventory shrinkage accruals				
4 Excess inventory and obsolescence reserves				
5 Lower of cost or market write-downs				
6 Other items with differences (attach schedule)				
7 Other items with no differences				
8 **Total cost of goods sold.** Add lines 1 through 7, in columns a, b, c, and d				

Part II Interest Income

	Interest Income Item	(a) Income (Loss) per Income Statement	(b) Temporary Difference	(c) Permanent Difference	(d) Income (Loss) per Tax Return
1	Tax-exempt interest income				
2	Interest income from hybrid securities				
3	Sale/lease interest income				
4a	Intercompany interest income — From outside tax affiliated group				
4b	Intercompany interest income — From tax affiliated group				
5	Other interest income	(19,163)	63,864		44,701
6	Total interest income. Add lines 1 through 5. Enter total on Schedule M-3 (Forms 1120, 1120-PC, and 1120-L), Part II, line 13 or Schedule M-3 (Forms 1065 and 1120S) Part II, line 11.				

Part III Interest Expense

	Interest Expense Item	(a) Expense per Income Statement	(b) Temporary Difference	(c) Permanent Difference	(d) Deduction per Tax Return
1	Interest expense from hybrid securities				
2	Lease/purchase interest expense				
3a	Intercompany interest expense — Paid to outside tax affiliated group				
3b	Intercompany interest expense — Paid to tax affiliated group				
4	Other interest expense				
5	Total interest expense. Add lines 1 through 4. Enter total on Schedule M-3 (Form 1120) Part III, line 8; Schedule M-3 (Forms 1120-PC and 1120-L), Part III, line 36; Schedule M-3 (Form 1065) Part III, line 27; or Schedule M-3 (Form 1120S) Part III, line 26.				

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

Use Form 8916-A to provide a detailed schedule of the amounts reported on the applicable Schedule M-3 for cost of goods sold, interest income and interest expense.

Who Must File

Form 8916-A must be filed for each separate entity required to file a Schedule M-3 for Form 1120, Form 1065, Form 1065-B, Form 1120-L, Form 1120-PC, or Form 1120S.

Consolidated groups. In the case of a consolidated tax group, a Form 8916-A must be filed as part of the Schedules M-3 prepared for the parent company, each subsidiary, the eliminations Schedule M-3, and the consolidated Schedule M-3. It is not required that the supporting detail for Form 8916-A, Part I, line 6, be presented for the eliminations Schedule M-3 or the consolidated Schedule M-3.

Mixed groups. In the case of a mixed group (as described in the instructions for Schedule M-3 for Form 1120, Form 1120-L, and 1120-PC), a Form 8916-A, if applicable, is required at the sub-consolidated level and the sub-consolidated elimination level.

How To File

Attach Form 8916-A to each applicable separate Schedule M-3.

Specific Instructions

A corporation is not required to complete columns (a) and (d) if the corporation is not required to complete these columns on Schedule M-3. See the instructions for Parts II and III of the applicable Schedule M-3.

Columns (b) and (c) must be completed for any tax year for which the corporation files Form 8916-A.

Part I. Cost of Goods Sold

Line 1

Report differences attributable to cost flow assumptions, for example, differences between book and tax LIFO computations. Generally, differences in the LIFO reserves for book and tax purposes should be reported on this line.

Line 2n

Report differences attributable to section 263A. For example, if book inventory costs equal section 471 inventory costs, report differences between section 471 inventory costs and section 263A inventory costs. This includes all costs of goods sold differences, not just differences attributable to additional section 263A costs adjustments to ending inventory. LIFO taxpayers using the simplified production method or the simplified resale method should report the amount of additional section 263A costs computed after LIFO computations. LIFO taxpayers not using a simplified section 263A method should report costs attributable to additional section 263A prior to performing LIFO computation. Differences due to purchasing, and storage and handling costs, should generally be reported on line 2n (to the extent not already included in lines 2a through 2m). Report the additional section 263A costs adjustments to ending inventory on line 2n (and the reversal of the prior year ending inventory, if applicable).

Lines 4 and 5

If the taxpayer does not distinguish between obsolescence and excess inventory reserves and lower of cost or market write-downs in its general ledger, report all amounts relating to these reserves on line 4 for excess inventory and obsolescence reserves.

Line 6

Attach a schedule that separately states and adequately discloses the nature and amount of each expense reported on this line. See the instructions for the applicable Schedule M-3 for a definition of "separately stated and adequately disclosed." It is not required that the supporting detail for Form 8916-A, Part I, line 6, be presented for the eliminations Schedule M-3 or the consolidated Schedule M-3. Report differences between book inventory costs and section 471 inventory costs on this line.

Line 7

Report all other items with no differences on this line. For example, if book inventory costs equal section 471 inventory costs, this line should report total book inventory and section 471 inventory costs without regard to amounts reported on lines 1 through 5.

Line 8

Line 8 should equal the amount reported on the applicable Schedule M-3 (Form 1120), Part II, line 17; Schedule M-3 (Form 1120S), Part II, line 15; or Schedule M-3 (Form 1065), Part II, line 15.

Part II. Interest Income

Line 1

Report on line 1, column (a), tax-exempt interest income defined under section 103. Complete columns (b) and (c), as applicable.

Line 2

Report on line 2, column (a), the total amount of interest income included on Schedule M-3, Part I, line 11, from hybrid securities characterized as debt for financial accounting and as equity for tax purposes. Report on line 2, column (d), the total amount of interest income from hybrid securities characterized as equity for financial accounting and as debt for tax purposes. Complete columns (b) and (c), as applicable. Report interest income from a debt that is both a hybrid debt and a related party debt on line 2 and not on line 4a or 4b.

Line 3

Report on line 3, column (a), the total interest income from periodic payments from transactions characterized as a lease for financial accounting and as a sale for tax purposes. Report on line 3, column (d), the total interest income from periodic payments from transactions characterized as a sale for financial accounting and as a lease for tax purposes. Complete columns (b) and (c), as applicable. See the instructions for sale versus lease for Schedule M-3, Part II, line 18 (Forms 1120 and 1120-L), line 17 (Form 1120-PC), or line 16 (Forms 1120S and 1065).

Line 4a

Report on line 4a total intercompany interest income from an entity included on Schedule M-3, Part I, line 4 but not included on Schedule M-3, Part I, line 11. Report hybrid security interest income on line 2 and sale/lease interest income on line 3 and not on line 4a.

Line 4b

Report on line 4b total intercompany interest income from an entity within the tax affiliated group. Report hybrid security interest income on line 2 and sale/lease interest income on line 3 and not on line 4b.

Note. Report interest income from a debt that is both a hybrid debt and a related party debt on line 2 and not on line 4a or 4b.

Line 5

Report on line 5 total interest income not required to be reported on lines 1 through 4b.

Line 6

Line 6 must equal the amount for all columns reported on the applicable Schedule M-3, Part II, line 13 (Forms 1120, 1120-L, and 1120-PC) or line 11 (Forms 1120S and 1065).

Part III. Interest Expense

Line 1

Report on line 1, column (a), total interest expense from hybrid securities characterized as debt for financial accounting and as equity for tax purposes. Report on line 1, column (d), total interest expense from hybrid securities characterized as equity for financial accounting and as debt for tax purposes. Complete columns (b) and (c), as applicable. Report interest expense from a debt that is both a hybrid debt and a related party debt on line 1 and not on line 3a or 3b.

Line 2

Report on line 2, column (a), total interest expense from periodic payments from transactions characterized as a lease for financial accounting and as a purchase for tax purposes. Report on line 2, column (d), total interest expense from periodic payments from transactions characterized as a purchase for financial accounting and as a lease for tax purposes. Complete columns (b) and (c), as applicable. See the instructions for Schedule M-3, Part III, line 34 (Form 1120), line 35 (Forms 1120-L and 1120-PC), or line 28 (Forms 1120S and 1065).

Line 3a

Report on line 3a total intercompany interest expense included on Schedule M-3, Part I, line 4 but not included on Schedule M-3, Part I, line 11. Report hybrid security interest expense or deduction on line 1 and purchase/lease interest expense or deduction on line 2 and not on line 3a.

Line 3b

Report on line 3b total intercompany interest expense to an entity within the tax affiliated group. Report hybrid security interest expense or deduction on line 1 and purchase/lease interest expense or deduction on line 2 and not on line 3b.

Note. Report interest expense from a debt that is both a hybrid debt and a related party debt on line 1 and not on line 3a or 3b.

Line 4

Report on line 4 total interest income not required to be reported on lines 1 through 3b.

Line 5

Line 5 must equal the amounts for all columns reported on the applicable Schedule M-3 (Form 1120), Part III, line 8; Schedule M-3 (Forms 1120-PC and 1120-L), Part III, line 36; Schedule M-3 (Form 1065), Part III, line 27; or Schedule M-3 (Form 1120S), Part III, line 26.

Paperwork Reduction Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws and to allow us to figure and collect the right amount of tax.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated average time is:

Recordkeeping . . . . . 30 hr., 51 min.
Learning about the law or the form . . . . . 30 min.
Preparing, copying, assembling, and sending the form to the IRS . . . . . 1 hr., 1 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. See the instructions for the tax return with which this form is filed.

Printed on recycled paper

671110

☐ Final K-1 ☐ Amended K-1 OMB No. 1545-0130

Schedule K-1 (Form 1120S)
Department of the Treasury
Internal Revenue Service

2010

For calendar year 2010, or tax year beginning _____, 2010
ending _____, 20____

Shareholder's Share of Income, Deductions, Credits, etc.

▶ See back of form and separate instructions.

Part I Information About the Corporation

A Corporation's employer identification number
20-5290314

B Corporation's name, address, city, state, and ZIP code
LIC HOLDINGS INC
950 PENINSULA CORPORATE CIRCLE, SUITE 3010
BOCA RATON, FL 33487

C IRS Center where corporation filed return
OGDEN, UT

Part II Information About the Shareholder

D Shareholder's identifying number
371-32-5211

E Shareholder's name, address, city, state, and ZIP code
SIMON BERNSTEIN
7020 LIONS HEAD LANE
BOCA RATON, FL 33496

F Shareholder's percentage of stock ownership for tax year . . . . . 33. %

For IRS Use Only

Part III Shareholder's Share of Current Year Income, Deductions, Credits, and Other Items

1	Ordinary business income (loss) 193,847	13	Credits
2	Net rental real estate income (loss)		
3	Other net rental income (loss)		
4	Interest income 14,751		
5a	Ordinary dividends		
5b	Qualified dividends	14	Foreign transactions
6	Royalties		
7	Net short-term capital gain (loss)		
8a	Net long-term capital gain (loss)		
8b	Collectibles (28%) gain (loss)		
8c	Unrecaptured section 1250 gain		
9	Net section 1231 gain (loss)		
10	Other income (loss)	15 A	Alternative minimum tax (AMT) items 0
11	Section 179 deduction	16 C	Items affecting shareholder basis 5,748
12 A	Other deductions 2,343		
		17 A	Other information 14,751

* See attached statement for additional information.

This list identifies the codes used on Schedule K-1 for all shareholders and provides summarized reporting information for shareholders who file Form 1040. For detailed reporting and filing information, see the separate Shareholder's Instructions for Schedule K-1 and the instructions for your income tax return.

		Report on
1.	**Ordinary business income (loss).** Determine whether the income (loss) is passive or nonpassive and enter on your return as follows:	
	Passive loss	See the Shareholder's Instructions
	Passive income	Schedule E, line 28, column (g)
	Nonpassive loss	Schedule E, line 28, column (h)
	Nonpassive income	Schedule E, line 28, column (j)
2.	**Net rental real estate income (loss)**	See the Shareholder's Instructions
3.	**Other net rental income (loss)**	
	Net income	Schedule E, line 28, column (g)
	Net loss	See the Shareholder's Instructions
4.	**Interest income**	Form 1040, line 8a
5a.	**Ordinary dividends**	Form 1040, line 9a
5b.	**Qualified dividends**	Form 1040, line 9b
6.	**Royalties**	Schedule E, line 4
7.	**Net short-term capital gain (loss)**	Schedule D, line 5, column (f)
8a.	**Net long-term capital gain (loss)**	Schedule D, line 12, column (f)
8b.	**Collectibles (28%) gain (loss)**	28% Rate Gain Worksheet, line 4 (Schedule D instructions)
8c.	**Unrecaptured section 1250 gain**	See the Shareholder's Instructions
9.	**Net section 1231 gain (loss)**	See the Shareholder's Instructions
10.	**Other income (loss)**	
	Code	
	A Other portfolio income (loss)	See the Shareholder's Instructions
	B Involuntary conversions	See the Shareholder's Instructions
	C Sec. 1256 contracts & straddles	Form 6781, line 1
	D Mining exploration costs recapture	See Pub. 535
	E Other income (loss)	See the Shareholder's Instructions
11.	**Section 179 deduction**	See the Shareholder's Instructions
12.	**Other deductions**	
	A Cash contributions (50%)	See the Shareholder's Instructions
	B Cash contributions (30%)	
	C Noncash contributions (50%)	
	D Noncash contributions (30%)	
	E Capital gain property to a 50% organization (30%)	
	F Capital gain property (20%)	
	G Contributions (100%)	
	H Investment interest expense	Form 4952, line 1
	I Deductions—royalty income	Schedule E, line 18
	J Section 59(e)(2) expenditures	See the Shareholder's Instructions
	K Deductions—portfolio (2% floor)	Schedule A, line 23
	L Deductions—portfolio (other)	Schedule A, line 28
	M Preproductive period expenses	See the Shareholder's Instructions
	N Commercial revitalization deduction from rental real estate activities	See Form 8582 instructions
	O Reforestation expense deduction	See the Shareholder's Instructions
	P Domestic production activities information	See Form 8903 instructions
	Q Qualified production activities income	Form 8903, line 7b
	R Employer's Form W-2 wages	Form 8903, line 17
	S Other deductions	See the Shareholder's Instructions
13.	**Credits**	
	A Low-income housing credit (section 42(j)(5)) from pre-2008 buildings	See the Shareholder's Instructions
	B Low-income housing credit (other) from pre-2008 buildings	See the Shareholder's Instructions
	C Low-income housing credit (section 42(j)(5)) from post-2007 buildings	Form 8586, line 11
	D Low-income housing credit (other) from post-2007 buildings	Form 8586, line 11
	E Qualified rehabilitation expenditures (rental real estate)	See the Shareholder's Instructions
	F Other rental real estate credits	
	G Other rental credits	
	H Undistributed capital gains credit	Form 1040, line 71, box a
	I Alcohol and cellulosic biofuel fuels credit	Form 6478, line 8
	J Work opportunity credit	Form 5884, line 3
	K Disabled access credit	See the Shareholder's Instructions
	L Empowerment zone and renewal community employment credit	Form 8844, line 3
	M Credit for increasing research activities	See the Shareholder's Instructions
	N Credit for employer social security and Medicare taxes	Form 8846, line 5
	O Backup withholding	Form 1040, line 61
	P Other credits	See the Shareholder's Instructions
14.	**Foreign transactions**	
	A Name of country or U.S. possession	Form 1116, Part I
	B Gross income from all sources	
	C Gross income sourced at shareholder level	
	Foreign gross income sourced at corporate level	
	D Passive category	Form 1116, Part I
	E General category	
	F Other	
	Deductions allocated and apportioned at shareholder level	
	G Interest expense	Form 1116, Part I
	H Other	Form 1116, Part I
	Deductions allocated and apportioned at corporate level to foreign source income	
	I Passive category	Form 1116, Part I
	J General category	
	K Other	
	Other information	
	L Total foreign taxes paid	Form 1116, Part II
	M Total foreign taxes accrued	Form 1116, Part II
	N Reduction in taxes available for credit	Form 1116, line 12
	O Foreign trading gross receipts	Form 8873
	P Extraterritorial income exclusion	Form 8873
	Q Other foreign transactions	See the Shareholder's Instructions
15.	**Alternative minimum tax (AMT) items**	
	A Post-1986 depreciation adjustment	See the Shareholder's Instructions and the Instructions for Form 6251
	B Adjusted gain or loss	
	C Depletion (other than oil & gas)	
	D Oil, gas, & geothermal—gross income	
	E Oil, gas, & geothermal—deductions	
	F Other AMT items	
16.	**Items affecting shareholder basis**	
	A Tax-exempt interest income	Form 1040, line 8b
	B Other tax-exempt income	See the Shareholder's Instructions
	C Nondeductible expenses	
	D Distributions	
	E Repayment of loans from shareholders	
17.	**Other information**	
	A Investment income	Form 4952, line 4a
	B Investment expenses	Form 4952, line 5
	C Qualified rehabilitation expenditures (other than rental real estate)	See the Shareholder's Instructions
	D Basis of energy property	See the Shareholder's Instructions
	E Recapture of low-income housing credit (section 42(j)(5))	Form 8611, line 8
	F Recapture of low-income housing credit (other)	Form 8611, line 8
	G Recapture of investment credit	See Form 4255
	H Recapture of other credits	See the Shareholder's Instructions
	I Look-back interest—completed long-term contracts	See Form 8697
	J Look-back interest—income forecast method	See Form 8866
	K Dispositions of property with section 179 deductions	See the Shareholder's Instructions
	L Recapture of section 179 deduction	
	M Section 453(l)(3) information	
	N Section 453A(c) information	
	O Section 1260(b) information	
	P Interest allocable to production expenditures	
	Q CCF nonqualified withdrawals	
	R Depletion information—oil and gas	
	S Amortization of reforestation costs	
	T Section 108(i) information	
	U Other information	

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☐ Final K-1 ☐ Amended K-1 OMB No. 1545-0130

Schedule K-1 (Form 1120S)
Department of the Treasury
Internal Revenue Service

2010

For calendar year 2010, or tax year beginning _____, 2010
ending _____, 20____

Shareholder's Share of Income, Deductions, Credits, etc.

▶ See back of form and separate instructions.

Part I Information About the Corporation

A Corporation's employer identification number
20-5290314

B Corporation's name, address, city, state, and ZIP code
LIC HOLDINGS INC
950 PENINSULA CORPORATE CIRCLE, SUITE 3010
BOCA RATON, FL 33487

C IRS Center where corporation filed return
OGDEN, UT

Part II Information About the Shareholder

D Shareholder's identifying number
319-64-1912

E Shareholder's name, address, city, state, and ZIP code
TED BERNSTEIN
880 BERKELEY STREET
BOCA RATON, FL 33487

F Shareholder's percentage of stock ownership for tax year . . . . . 45 %

For IRS Use Only

Part III Shareholder's Share of Current Year Income, Deductions, Credits, and Other Items

1	Ordinary business income (loss) 264,336	13	Credits
2	Net rental real estate income (loss)		
3	Other net rental income (loss)		
4	Interest income 20,115		
5a	Ordinary dividends		
5b	Qualified dividends	14	Foreign transactions
6	Royalties		
7	Net short-term capital gain (loss)		
8a	Net long-term capital gain (loss)		
8b	Collectibles (28%) gain (loss)		
8c	Unrecaptured section 1250 gain		
9	Net section 1231 gain (loss)		
10	Other income (loss)	15 A	Alternative minimum tax (AMT) items 0
11	Section 179 deduction	16 C	Items affecting shareholder basis 7,838
12 A	Other deductions 3,195		
		17 A	Other information 20,115

* See attached statement for additional information.

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This list identifies the codes used on Schedule K-1 for all shareholders and provides summarized reporting information for shareholders who file Form 1040. For detailed reporting and filing information, see the separate Shareholder's Instructions for Schedule K-1 and the instructions for your income tax return.

		Report on
1.	**Ordinary business income (loss).** Determine whether the income (loss) is passive or nonpassive and enter on your return as follows:	
	Passive loss	See the Shareholder's Instructions
	Passive income	Schedule E, line 28, column (g)
	Nonpassive loss	Schedule E, line 28, column (h)
	Nonpassive income	Schedule E, line 28, column (j)
2.	**Net rental real estate income (loss)**	See the Shareholder's Instructions
3.	**Other net rental income (loss)**	
	Net income	Schedule E, line 28, column (g)
	Net loss	See the Shareholder's Instructions
4.	**Interest income**	Form 1040, line 8a
5a.	**Ordinary dividends**	Form 1040, line 9a
5b.	**Qualified dividends**	Form 1040, line 9b
6.	**Royalties**	Schedule E, line 4
7.	**Net short-term capital gain (loss)**	Schedule D, line 5, column (f)
8a.	**Net long-term capital gain (loss)**	Schedule D, line 12, column (f)
8b.	**Collectibles (28%) gain (loss)**	28% Rate Gain Worksheet, line 4 (Schedule D instructions)
8c.	**Unrecaptured section 1250 gain**	See the Shareholder's Instructions
9.	**Net section 1231 gain (loss)**	See the Shareholder's Instructions
10.	**Other income (loss)**	
	Code	
	A Other portfolio income (loss)	See the Shareholder's Instructions
	B Involuntary conversions	See the Shareholder's Instructions
	C Sec. 1256 contracts & straddles	Form 6781, line 1
	D Mining exploration costs recapture	See Pub. 535
	E Other income (loss)	See the Shareholder's Instructions
11.	**Section 179 deduction**	See the Shareholder's Instructions
12.	**Other deductions**	
	A Cash contributions (50%)	See the Shareholder's Instructions
	B Cash contributions (30%)	
	C Noncash contributions (50%)	
	D Noncash contributions (30%)	
	E Capital gain property to a 50% organization (30%)	
	F Capital gain property (20%)	
	G Contributions (100%)	
	H Investment interest expense	Form 4952, line 1
	I Deductions—royalty income	Schedule E, line 18
	J Section 59(e)(2) expenditures	See the Shareholder's Instructions
	K Deductions—portfolio (2% floor)	Schedule A, line 23
	L Deductions—portfolio (other)	Schedule A, line 28
	M Preproductive period expenses	See the Shareholder's Instructions
	N Commercial revitalization deduction from rental real estate activities	See Form 8582 instructions
	O Reforestation expense deduction	See the Shareholder's Instructions
	P Domestic production activities information	See Form 8903 instructions
	Q Qualified production activities income	Form 8903, line 7b
	R Employer's Form W-2 wages	Form 8903, line 17
	S Other deductions	See the Shareholder's Instructions
13.	**Credits**	
	A Low-income housing credit (section 42(j)(5)) from pre-2008 buildings	See the Shareholder's Instructions
	B Low-income housing credit (other) from pre-2008 buildings	See the Shareholder's Instructions
	C Low-income housing credit (section 42(j)(5)) from post-2007 buildings	Form 8586, line 11
	D Low-income housing credit (other) from post-2007 buildings	Form 8586, line 11
	E Qualified rehabilitation expenditures (rental real estate)	See the Shareholder's Instructions
	F Other rental real estate credits	
	G Other rental credits	
	H Undistributed capital gains credit	Form 1040, line 71, box a
	I Alcohol and cellulosic biofuel fuels credit	Form 6478, line 8
	J Work opportunity credit	Form 5884, line 3
	K Disabled access credit	See the Shareholder's Instructions
	L Empowerment zone and renewal community employment credit	Form 8844, line 3
	M Credit for increasing research activities	See the Shareholder's Instructions
	N Credit for employer social security and Medicare taxes	Form 8846, line 5
	O Backup withholding	Form 1040, line 61
	P Other credits	See the Shareholder's Instructions
14.	**Foreign transactions**	
	A Name of country or U.S. possession	Form 1116, Part I
	B Gross income from all sources	
	C Gross income sourced at shareholder level	
	Foreign gross income sourced at corporate level	
	D Passive category	Form 1116, Part I
	E General category	
	F Other	
	Deductions allocated and apportioned at shareholder level	
	G Interest expense	Form 1116, Part I
	H Other	Form 1116, Part I
	Deductions allocated and apportioned at corporate level to foreign source income	
	I Passive category	Form 1116, Part I
	J General category	
	K Other	
	Other information	
	L Total foreign taxes paid	Form 1116, Part II
	M Total foreign taxes accrued	Form 1116, Part II
	N Reduction in taxes available for credit	Form 1116, line 12
	O Foreign trading gross receipts	Form 8873
	P Extraterritorial income exclusion	Form 8873
	Q Other foreign transactions	See the Shareholder's Instructions
15.	**Alternative minimum tax (AMT) items**	
	A Post-1986 depreciation adjustment	See the Shareholder's Instructions and the Instructions for Form 6251
	B Adjusted gain or loss	
	C Depletion (other than oil & gas)	
	D Oil, gas, & geothermal—gross income	
	E Oil, gas, & geothermal—deductions	
	F Other AMT items	
16.	**Items affecting shareholder basis**	
	A Tax-exempt interest income	Form 1040, line 8b
	B Other tax-exempt income	See the Shareholder's Instructions
	C Nondeductible expenses	
	D Distributions	
	E Repayment of loans from shareholders	
17.	**Other information**	
	A Investment income	Form 4952, line 4a
	B Investment expenses	Form 4952, line 5
	C Qualified rehabilitation expenditures (other than rental real estate)	See the Shareholder's Instructions
	D Basis of energy property	See the Shareholder's Instructions
	E Recapture of low-income housing credit (section 42(j)(5))	Form 8611, line 8
	F Recapture of low-income housing credit (other)	Form 8611, line 8
	G Recapture of investment credit	See Form 4255
	H Recapture of other credits	See the Shareholder's Instructions
	I Look-back interest—completed long-term contracts	See Form 8697
	J Look-back interest—income forecast method	See Form 8866
	K Dispositions of property with section 179 deductions	See the Shareholder's Instructions
	L Recapture of section 179 deduction	
	M Section 453(l)(3) information	
	N Section 453A(c) information	
	O Section 1260(b) information	
	P Interest allocable to production expenditures	
	Q CCF nonqualified withdrawals	
	R Depletion information—oil and gas	
	S Amortization of reforestation costs	
	T Section 108(i) information	
	U Other information	

671110

☐ Final K-1 ☐ Amended K-1 OMB No. 1545-0130

Schedule K-1 (Form 1120S)
Department of the Treasury
Internal Revenue Service

2010

For calendar year 2010, or tax year beginning _____, 2010
ending _____, 20____

Shareholder's Share of Income, Deductions, Credits, etc.

▶ See back of form and separate instructions.

Part I Information About the Corporation

A Corporation's employer identification number
20-5290314

B Corporation's name, address, city, state, and ZIP code
LIC HOLDINGS INC
950 PENINSULA CORPORATE CIRCLE, SUITE 3010
BOCA RATON, FL 33487

C IRS Center where corporation filed return
OGDEN, UT

Part II Information About the Shareholder

D Shareholder's identifying number
20-7294112

E Shareholder's name, address, city, state, and ZIP code
ALEXANDRA BERNSTEIN IRREV TRUST
C/O OPPENHEIMER TRUST COMPANY, TRUSTEE
18 COLUMBIA TURNPIKE
FLORHAM, PARK, NJ 07932

F Shareholder's percentage of stock ownership for tax year . . . . . 1.2 %

For IRS Use Only

Part III Shareholder's Share of Current Year Income, Deductions, Credits, and Other Items

1	Ordinary business income (loss) 7,049	13	Credits
2	Net rental real estate income (loss)		
3	Other net rental income (loss)		
4	Interest income 536		
5a	Ordinary dividends		
5b	Qualified dividends	14	Foreign transactions
6	Royalties		
7	Net short-term capital gain (loss)		
8a	Net long-term capital gain (loss)		
8b	Collectibles (28%) gain (loss)		
8c	Unrecaptured section 1250 gain		
9	Net section 1231 gain (loss)		
10	Other income (loss)	15 A	Alternative minimum tax (AMT) items 0
11	Section 179 deduction	16 C	Items affecting shareholder basis 209
12 A	Other deductions 85		
		17 A	Other information 536

* See attached statement for additional information.

This list identifies the codes used on Schedule K-1 for all shareholders and provides summarized reporting information for shareholders who file Form 1040. For detailed reporting and filing information, see the separate Shareholder's Instructions for Schedule K-1 and the instructions for your income tax return.

		Report on
1.	**Ordinary business income (loss).** Determine whether the income (loss) is passive or nonpassive and enter on your return as follows:	
	Passive loss	See the Shareholder's Instructions
	Passive income	Schedule E, line 28, column (g)
	Nonpassive loss	Schedule E, line 28, column (h)
	Nonpassive income	Schedule E, line 28, column (j)
2.	**Net rental real estate income (loss)**	See the Shareholder's Instructions
3.	**Other net rental income (loss)**	
	Net income	Schedule E, line 28, column (g)
	Net loss	See the Shareholder's Instructions
4.	**Interest income**	Form 1040, line 8a
5a.	**Ordinary dividends**	Form 1040, line 9a
5b.	**Qualified dividends**	Form 1040, line 9b
6.	**Royalties**	Schedule E, line 4
7.	**Net short-term capital gain (loss)**	Schedule D, line 5, column (f)
8a.	**Net long-term capital gain (loss)**	Schedule D, line 12, column (f)
8b.	**Collectibles (28%) gain (loss)**	28% Rate Gain Worksheet, line 4 (Schedule D instructions)
8c.	**Unrecaptured section 1250 gain**	See the Shareholder's Instructions
9.	**Net section 1231 gain (loss)**	See the Shareholder's Instructions
10.	**Other income (loss)**	
	Code	
	A Other portfolio income (loss)	See the Shareholder's Instructions
	B Involuntary conversions	See the Shareholder's Instructions
	C Sec. 1256 contracts & straddles	Form 6781, line 1
	D Mining exploration costs recapture	See Pub. 535
	E Other income (loss)	See the Shareholder's Instructions
11.	**Section 179 deduction**	See the Shareholder's Instructions
12.	**Other deductions**	
	A Cash contributions (50%)	See the Shareholder's Instructions
	B Cash contributions (30%)	
	C Noncash contributions (50%)	
	D Noncash contributions (30%)	
	E Capital gain property to a 50% organization (30%)	
	F Capital gain property (20%)	
	G Contributions (100%)	
	H Investment interest expense	Form 4952, line 1
	I Deductions—royalty income	Schedule E, line 18
	J Section 59(e)(2) expenditures	See the Shareholder's Instructions
	K Deductions—portfolio (2% floor)	Schedule A, line 23
	L Deductions—portfolio (other)	Schedule A, line 28
	M Preproductive period expenses	See the Shareholder's Instructions
	N Commercial revitalization deduction from rental real estate activities	See Form 8582 instructions
	O Reforestation expense deduction	See the Shareholder's Instructions
	P Domestic production activities information	See Form 8903 instructions
	Q Qualified production activities income	Form 8903, line 7b
	R Employer's Form W-2 wages	Form 8903, line 17
	S Other deductions	See the Shareholder's Instructions
13.	**Credits**	
	A Low-income housing credit (section 42(j)(5)) from pre-2008 buildings	See the Shareholder's Instructions
	B Low-income housing credit (other) from pre-2008 buildings	See the Shareholder's Instructions
	C Low-income housing credit (section 42(j)(5)) from post-2007 buildings	Form 8586, line 11
	D Low-income housing credit (other) from post-2007 buildings	Form 8586, line 11
	E Qualified rehabilitation expenditures (rental real estate)	See the Shareholder's Instructions
	F Other rental real estate credits	
	G Other rental credits	
	H Undistributed capital gains credit	Form 1040, line 71, box a
	I Alcohol and cellulosic biofuel fuels credit	Form 6478, line 8
	J Work opportunity credit	Form 5884, line 3
	K Disabled access credit	See the Shareholder's Instructions
	L Empowerment zone and renewal community employment credit	Form 8844, line 3
	M Credit for increasing research activities	See the Shareholder's Instructions
	N Credit for employer social security and Medicare taxes	Form 8846, line 5
	O Backup withholding	Form 1040, line 61
	P Other credits	See the Shareholder's Instructions
14.	**Foreign transactions**	
	A Name of country or U.S. possession	Form 1116, Part I
	B Gross income from all sources	
	C Gross income sourced at shareholder level	
	Foreign gross income sourced at corporate level	
	D Passive category	Form 1116, Part I
	E General category	
	F Other	
	Deductions allocated and apportioned at shareholder level	
	G Interest expense	Form 1116, Part I
	H Other	Form 1116, Part I
	Deductions allocated and apportioned at corporate level to foreign source income	
	I Passive category	Form 1116, Part I
	J General category	
	K Other	
	Other information	
	L Total foreign taxes paid	Form 1116, Part II
	M Total foreign taxes accrued	Form 1116, Part II
	N Reduction in taxes available for credit	Form 1116, line 12
	O Foreign trading gross receipts	Form 8873
	P Extraterritorial income exclusion	Form 8873
	Q Other foreign transactions	See the Shareholder's Instructions
15.	**Alternative minimum tax (AMT) items**	
	A Post-1986 depreciation adjustment	See the Shareholder's Instructions and the Instructions for Form 6251
	B Adjusted gain or loss	
	C Depletion (other than oil & gas)	
	D Oil, gas, & geothermal—gross income	
	E Oil, gas, & geothermal—deductions	
	F Other AMT items	
16.	**Items affecting shareholder basis**	
	A Tax-exempt interest income	Form 1040, line 8b
	B Other tax-exempt income	See the Shareholder's Instructions
	C Nondeductible expenses	
	D Distributions	
	E Repayment of loans from shareholders	
17.	**Other information**	
	A Investment income	Form 4952, line 4a
	B Investment expenses	Form 4952, line 5
	C Qualified rehabilitation expenditures (other than rental real estate)	See the Shareholder's Instructions
	D Basis of energy property	See the Shareholder's Instructions
	E Recapture of low-income housing credit (section 42(j)(5))	Form 8611, line 8
	F Recapture of low-income housing credit (other)	Form 8611, line 8
	G Recapture of investment credit	See Form 4255
	H Recapture of other credits	See the Shareholder's Instructions
	I Look-back interest—completed long-term contracts	See Form 8697
	J Look-back interest—income forecast method	See Form 8866
	K Dispositions of property with section 179 deductions	See the Shareholder's Instructions
	L Recapture of section 179 deduction	
	M Section 453(l)(3) information	
	N Section 453A(c) information	
	O Section 1260(b) information	
	P Interest allocable to production expenditures	
	Q CCF nonqualified withdrawals	
	R Depletion information—oil and gas	
	S Amortization of reforestation costs	
	T Section 108(i) information	
	U Other information	

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☐ Final K-1 ☐ Amended K-1 OMB No. 1545-0130

Schedule K-1 (Form 1120S)
Department of the Treasury
Internal Revenue Service

2010

For calendar year 2010, or tax year beginning _____, 2010
ending _____, 20____

Shareholder's Share of Income, Deductions, Credits, etc.

▶ See back of form and separate instructions.

Part I Information About the Corporation

A Corporation's employer identification number
20-5290314

B Corporation's name, address, city, state, and ZIP code
LIC HOLDINGS INC
950 PENINSULA CORPORATE CIRCLE, SUITE 3010
BOCA RATON, FL 33487

C IRS Center where corporation filed return
OGDEN, UT

Part II Information About the Shareholder

D Shareholder's identifying number
20 -7354918

E Shareholder's name, address, city, state, and ZIP code
DANIEL BERNSTEIN IRREV TRUST
C/O OPPENHEIMER TRUST COMPANY, TRUSTEE
18 COLUMBIA TURNPIKE
FLORHAM, PARK, NJ 07932

F Shareholder's percentage of stock ownership for tax year . . . . . 1.2 %

For IRS Use Only

Part III Shareholder's Share of Current Year Income, Deductions, Credits, and Other Items

1	Ordinary business income (loss) 7,049	13	Credits
2	Net rental real estate income (loss)		
3	Other net rental income (loss)		
4	Interest income 536		
5a	Ordinary dividends		
5b	Qualified dividends	14	Foreign transactions
6	Royalties		
7	Net short-term capital gain (loss)		
8a	Net long-term capital gain (loss)		
8b	Collectibles (28%) gain (loss)		
8c	Unrecaptured section 1250 gain		
9	Net section 1231 gain (loss)		
10	Other income (loss)	15 A	Alternative minimum tax (AMT) items 0
11	Section 179 deduction	16 C	Items affecting shareholder basis 209
12 A	Other deductions 85		
		17 A	Other information 536

* See attached statement for additional information.

This list identifies the codes used on Schedule K-1 for all shareholders and provides summarized reporting information for shareholders who file Form 1040. For detailed reporting and filing information, see the separate Shareholder's Instructions for Schedule K-1 and the instructions for your income tax return.

		Report on
1.	**Ordinary business income (loss).** Determine whether the income (loss) is passive or nonpassive and enter on your return as follows:	
	Passive loss	See the Shareholder's Instructions
	Passive income	Schedule E, line 28, column (g)
	Nonpassive loss	Schedule E, line 28, column (h)
	Nonpassive income	Schedule E, line 28, column (j)
2.	**Net rental real estate income (loss)**	See the Shareholder's Instructions
3.	**Other net rental income (loss)**	
	Net income	Schedule E, line 28, column (g)
	Net loss	See the Shareholder's Instructions
4.	**Interest income**	Form 1040, line 8a
5a.	**Ordinary dividends**	Form 1040, line 9a
5b.	**Qualified dividends**	Form 1040, line 9b
6.	**Royalties**	Schedule E, line 4
7.	**Net short-term capital gain (loss)**	Schedule D, line 5, column (f)
8a.	**Net long-term capital gain (loss)**	Schedule D, line 12, column (f)
8b.	**Collectibles (28%) gain (loss)**	28% Rate Gain Worksheet, line 4 (Schedule D instructions)
8c.	**Unrecaptured section 1250 gain**	See the Shareholder's Instructions
9.	**Net section 1231 gain (loss)**	See the Shareholder's Instructions
10.	**Other income (loss)**	
	Code	
	A Other portfolio income (loss)	See the Shareholder's Instructions
	B Involuntary conversions	See the Shareholder's Instructions
	C Sec. 1256 contracts & straddles	Form 6781, line 1
	D Mining exploration costs recapture	See Pub. 535
	E Other income (loss)	See the Shareholder's Instructions
11.	**Section 179 deduction**	See the Shareholder's Instructions
12.	**Other deductions**	
	A Cash contributions (50%)	See the Shareholder's Instructions
	B Cash contributions (30%)	
	C Noncash contributions (50%)	
	D Noncash contributions (30%)	
	E Capital gain property to a 50% organization (30%)	
	F Capital gain property (20%)	
	G Contributions (100%)	
	H Investment interest expense	Form 4952, line 1
	I Deductions—royalty income	Schedule E, line 18
	J Section 59(e)(2) expenditures	See the Shareholder's Instructions
	K Deductions—portfolio (2% floor)	Schedule A, line 23
	L Deductions—portfolio (other)	Schedule A, line 28
	M Preproductive period expenses	See the Shareholder's Instructions
	N Commercial revitalization deduction from rental real estate activities	See Form 8582 instructions
	O Reforestation expense deduction	See the Shareholder's Instructions
	P Domestic production activities information	See Form 8903 instructions
	Q Qualified production activities income	Form 8903, line 7b
	R Employer's Form W-2 wages	Form 8903, line 17
	S Other deductions	See the Shareholder's Instructions
13.	**Credits**	
	A Low-income housing credit (section 42(j)(5)) from pre-2008 buildings	See the Shareholder's Instructions
	B Low-income housing credit (other) from pre-2008 buildings	See the Shareholder's Instructions
	C Low-income housing credit (section 42(j)(5)) from post-2007 buildings	Form 8586, line 11
	D Low-income housing credit (other) from post-2007 buildings	Form 8586, line 11
	E Qualified rehabilitation expenditures (rental real estate)	See the Shareholder's Instructions
	F Other rental real estate credits	
	G Other rental credits	
	H Undistributed capital gains credit	Form 1040, line 71, box a
	I Alcohol and cellulosic biofuel fuels credit	Form 6478, line 8
	J Work opportunity credit	Form 5884, line 3
	K Disabled access credit	See the Shareholder's Instructions
	L Empowerment zone and renewal community employment credit	Form 8844, line 3
	M Credit for increasing research activities	See the Shareholder's Instructions
	N Credit for employer social security and Medicare taxes	Form 8846, line 5
	O Backup withholding	Form 1040, line 61
	P Other credits	See the Shareholder's Instructions
14.	**Foreign transactions**	
	A Name of country or U.S. possession	Form 1116, Part I
	B Gross income from all sources	
	C Gross income sourced at shareholder level	
	Foreign gross income sourced at corporate level	
	D Passive category	Form 1116, Part I
	E General category	
	F Other	
	Deductions allocated and apportioned at shareholder level	
	G Interest expense	Form 1116, Part I
	H Other	Form 1116, Part I
	Deductions allocated and apportioned at corporate level to foreign source income	
	I Passive category	Form 1116, Part I
	J General category	
	K Other	
	Other information	
	L Total foreign taxes paid	Form 1116, Part II
	M Total foreign taxes accrued	Form 1116, Part II
	N Reduction in taxes available for credit	Form 1116, line 12
	O Foreign trading gross receipts	Form 8873
	P Extraterritorial income exclusion	Form 8873
	Q Other foreign transactions	See the Shareholder's Instructions
15.	**Alternative minimum tax (AMT) items**	
	A Post-1986 depreciation adjustment	See the Shareholder's instructions and the Instructions for Form 6251
	B Adjusted gain or loss	
	C Depletion (other than oil & gas)	
	D Oil, gas, & geothermal—gross income	
	E Oil, gas, & geothermal—deductions	
	F Other AMT items	
16.	**Items affecting shareholder basis**	
	A Tax-exempt interest income	Form 1040, line 8b
	B Other tax-exempt income	See the Shareholder's Instructions
	C Nondeductible expenses	
	D Distributions	
	E Repayment of loans from shareholders	
17.	**Other information**	
	A Investment income	Form 4952, line 4a
	B Investment expenses	Form 4952, line 5
	C Qualified rehabilitation expenditures (other than rental real estate)	See the Shareholder's Instructions
	D Basis of energy property	See the Shareholder's Instructions
	E Recapture of low-income housing credit (section 42(j)(5))	Form 8611, line 8
	F Recapture of low-income housing credit (other)	Form 8611, line 8
	G Recapture of investment credit	See Form 4255
	H Recapture of other credits	See the Shareholder's Instructions
	I Look-back interest—completed long-term contracts	See Form 8697
	J Look-back interest—income forecast method	See Form 8866
	K Dispositions of property with section 179 deductions	See the Shareholder's Instructions
	L Recapture of section 179 deduction	
	M Section 453(l)(3) information	
	N Section 453A(c) information	
	O Section 1260(b) information	
	P Interest allocable to production expenditures	
	Q CCF nonqualified withdrawals	
	R Depletion information—oil and gas	
	S Amortization of reforestation costs	
	T Section 108(i) information	
	U Other information	

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☐ Final K-1 ☐ Amended K-1 OMB No. 1545-0130

Schedule K-1 (Form 1120S)
Department of the Treasury
Internal Revenue Service

2010

For calendar year 2010, or tax year beginning _____, 2010
ending _____, 20____

Shareholder's Share of Income, Deductions, Credits, etc.

▶ See back of form and separate instructions.

Part I Information About the Corporation

A Corporation's employer identification number
20-5290314

B Corporation's name, address, city, state, and ZIP code
LIC HOLDINGS INC
950 PENINSULA CORPORATE CIRCLE, SUITE 3010
BOCA RATON, FL 33487

C IRS Center where corporation filed return
OGDEN, UT

Part II Information About the Shareholder

D Shareholder's identifying number
20 7294133

E Shareholder's name, address, city, state, and ZIP code
ERIC BERNSTEIN IRREV TRUST
C/O OPPENHEIMER TRUST COMPANY, TRUSTEE
18 COLUMBIA TURNPIKE
FLORHAM, PARK, NJ 07932

F Shareholder's percentage of stock ownership for tax year . . . . . 1.2 %

For IRS Use Only

Part III Shareholder's Share of Current Year Income, Deductions, Credits, and Other Items

1	Ordinary business income (loss) 7,049	13	Credits
2	Net rental real estate income (loss)		
3	Other net rental income (loss)		
4	Interest income 536		
5a	Ordinary dividends		
5b	Qualified dividends	14	Foreign transactions
6	Royalties		
7	Net short-term capital gain (loss)		
8a	Net long-term capital gain (loss)		
8b	Collectibles (28%) gain (loss)		
8c	Unrecaptured section 1250 gain		
9	Net section 1231 gain (loss)		
10	Other income (loss)	15 A	Alternative minimum tax (AMT) items 0
11	Section 179 deduction	16 C	Items affecting shareholder basis 209
12 A	Other deductions 85		
		17 A	Other information 536

* See attached statement for additional information.

This list identifies the codes used on Schedule K-1 for all shareholders and provides summarized reporting information for shareholders who file Form 1040. For detailed reporting and filing information, see the separate Shareholder's Instructions for Schedule K-1 and the instructions for your income tax return.

		Report on
1.	**Ordinary business income (loss).** Determine whether the income (loss) is passive or nonpassive and enter on your return as follows:	
	Passive loss	See the Shareholder's Instructions
	Passive income	Schedule E, line 28, column (g)
	Nonpassive loss	Schedule E, line 28, column (h)
	Nonpassive income	Schedule E, line 28, column (i)
2.	**Net rental real estate income (loss)**	See the Shareholder's Instructions
3.	**Other net rental income (loss)**	
	Net income	Schedule E, line 28, column (g)
	Net loss	See the Shareholder's Instructions
4.	**Interest income**	Form 1040, line 8a
5a.	**Ordinary dividends**	Form 1040, line 9a
5b.	**Qualified dividends**	Form 1040, line 9b
6.	**Royalties**	Schedule E, line 4
7.	**Net short-term capital gain (loss)**	Schedule D, line 5, column (f)
8a.	**Net long-term capital gain (loss)**	Schedule D, line 12, column (f)
8b.	**Collectibles (28%) gain (loss)**	28% Rate Gain Worksheet, line 4 (Schedule D instructions)
8c.	**Unrecaptured section 1250 gain**	See the Shareholder's Instructions
9.	**Net section 1231 gain (loss)**	See the Shareholder's Instructions
10.	**Other income (loss)**	
	Code	
	A Other portfolio income (loss)	See the Shareholder's Instructions
	B Involuntary conversions	See the Shareholder's Instructions
	C Sec. 1256 contracts & straddles	Form 6781, line 1
	D Mining exploration costs recapture	See Pub. 535
	E Other income (loss)	See the Shareholder's Instructions
11.	**Section 179 deduction**	See the Shareholder's Instructions
12.	**Other deductions**	
	A Cash contributions (50%)	See the Shareholder's Instructions
	B Cash contributions (30%)	
	C Noncash contributions (50%)	
	D Noncash contributions (30%)	
	E Capital gain property to a 50% organization (30%)	
	F Capital gain property (20%)	
	G Contributions (100%)	
	H Investment interest expense	Form 4952, line 1
	I Deductions—royalty income	Schedule E, line 18
	J Section 59(e)(2) expenditures	See the Shareholder's Instructions
	K Deductions—portfolio (2% floor)	Schedule A, line 23
	L Deductions—portfolio (other)	Schedule A, line 28
	M Preproductive period expenses	See the Shareholder's Instructions
	N Commercial revitalization deduction from rental real estate activities	See Form 8582 instructions
	O Reforestation expense deduction	See the Shareholder's Instructions
	P Domestic production activities information	See Form 8903 instructions
	Q Qualified production activities income	Form 8903, line 7b
	R Employer's Form W-2 wages	Form 8903, line 17
	S Other deductions	See the Shareholder's Instructions
13.	**Credits**	
	A Low-income housing credit (section 42(j)(5)) from pre-2008 buildings	See the Shareholder's Instructions
	B Low-income housing credit (other) from pre-2008 buildings	See the Shareholder's Instructions
	C Low-income housing credit (section 42(j)(5)) from post-2007 buildings	Form 8586, line 11
	D Low-income housing credit (other) from post-2007 buildings	Form 8586, line 11
	E Qualified rehabilitation expenditures (rental real estate)	See the Shareholder's Instructions
	F Other rental real estate credits	
	G Other rental credits	
	H Undistributed capital gains credit	Form 1040, line 71, box a
	I Alcohol and cellulosic biofuel fuels credit	Form 6478, line 8
	J Work opportunity credit	Form 5884, line 3
	K Disabled access credit	See the Shareholder's Instructions
	L Empowerment zone and renewal community employment credit	Form 8844, line 3
	M Credit for increasing research activities	See the Shareholder's Instructions
	N Credit for employer social security and Medicare taxes	Form 8846, line 5
	O Backup withholding	Form 1040, line 61
	P Other credits	See the Shareholder's Instructions
14.	**Foreign transactions**	
	A Name of country or U.S. possession	Form 1116, Part I
	B Gross income from all sources	
	C Gross income sourced at shareholder level	
	Foreign gross income sourced at corporate level	
	D Passive category	Form 1116, Part I
	E General category	
	F Other	
	Deductions allocated and apportioned at shareholder level	
	G Interest expense	Form 1116, Part I
	H Other	Form 1116, Part I
	Deductions allocated and apportioned at corporate level to foreign source income	
	I Passive category	Form 1116, Part I
	J General category	
	K Other	
	Other information	
	L Total foreign taxes paid	Form 1116, Part II
	M Total foreign taxes accrued	Form 1116, Part II
	N Reduction in taxes available for credit	Form 1116, line 12
	O Foreign trading gross receipts	Form 8873
	P Extraterritorial income exclusion	Form 8873
	Q Other foreign transactions	See the Shareholder's Instructions
15.	**Alternative minimum tax (AMT) items**	
	A Post-1986 depreciation adjustment	See the Shareholder's Instructions and the Instructions for Form 6251
	B Adjusted gain or loss	
	C Depletion (other than oil & gas)	
	D Oil, gas, & geothermal—gross income	
	E Oil, gas, & geothermal—deductions	
	F Other AMT items	
16.	**Items affecting shareholder basis**	
	A Tax-exempt interest income	Form 1040, line 8b
	B Other tax-exempt income	See the Shareholder's Instructions
	C Nondeductible expenses	
	D Distributions	
	E Repayment of loans from shareholders	
17.	**Other information**	
	A Investment income	Form 4952, line 4a
	B Investment expenses	Form 4952, line 5
	C Qualified rehabilitation expenditures (other than rental real estate)	See the Shareholder's Instructions
	D Basis of energy property	See the Shareholder's Instructions
	E Recapture of low-income housing credit (section 42(j)(5))	Form 8611, line 8
	F Recapture of low-income housing credit (other)	Form 8611, line 8
	G Recapture of investment credit	See Form 4255
	H Recapture of other credits	See the Shareholder's Instructions
	I Look-back interest—completed long-term contracts	See Form 8697
	J Look-back interest—income forecast method	See Form 8866
	K Dispositions of property with section 179 deductions	See the Shareholder's Instructions
	L Recapture of section 179 deduction	
	M Section 453(l)(3) information	
	N Section 453A(c) information	
	O Section 1260(b) information	
	P Interest allocable to production expenditures	
	Q CCF nonqualified withdrawals	
	R Depletion information—oil and gas	
	S Amortization of reforestation costs	
	T Section 108(i) information	
	U Other information	

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Schedule K-1 (Form 1120S)
Department of the Treasury
Internal Revenue Service

2010

For calendar year 2010, or tax year beginning _____, 2010 ending _____, 20____

☐ Final K-1 ☐ Amended K-1 OMB No. 1545-0130

Shareholder's Share of Income, Deductions, Credits, etc. ▶ See back of form and separate instructions.

Part I Information About the Corporation

A Corporation's employer identification number
20-5290314

B Corporation's name, address, city, state, and ZIP code
LIC HOLDINGS INC
950 PENINSULA CORPORATE CIRCLE, SUITE 3010
BOCA RATON, FL 33487

C IRS Center where corporation filed return
OGDEN, UT

Part II Information About the Shareholder

D Shareholder's identifying number
20 -7294171

E Shareholder's name, address, city, state, and ZIP code
JACOB BERNSTEIN IRREV TRUST
C/O OPPENHEIMER TRUST COMPANY, TRUSTEE
18 COLUMBIA TURNPIKE
FLORHAM, PARK, NJ 07932

F Shareholder's percentage of stock ownership for tax year . . . . . 1.2 %

For IRS Use Only

Part III Shareholder's Share of Current Year Income, Deductions, Credits, and Other Items

1	Ordinary business income (loss)	7,049	13	Credits
2	Net rental real estate income (loss)			
3	Other net rental income (loss)			
4	Interest income	536		
5a	Ordinary dividends			
5b	Qualified dividends		14	Foreign transactions
6	Royalties			
7	Net short-term capital gain (loss)			
8a	Net long-term capital gain (loss)			
8b	Collectibles (28%) gain (loss)			
8c	Unrecaptured section 1250 gain			
9	Net section 1231 gain (loss)			
10	Other income (loss)		15 A	Alternative minimum tax (AMT) items 0
11	Section 179 deduction		16 C	Items affecting shareholder basis 209
12 A	Other deductions	85		
			17 A	Other information 536

* See attached statement for additional information.

This list identifies the codes used on Schedule K-1 for all shareholders and provides summarized reporting information for shareholders who file Form 1040. For detailed reporting and filing information, see the separate Shareholder's Instructions for Schedule K-1 and the instructions for your income tax return.

		Report on
1.	**Ordinary business income (loss).** Determine whether the income (loss) is passive or nonpassive and enter on your return as follows:	
	Passive loss	See the Shareholder's Instructions
	Passive income	Schedule E, line 28, column (g)
	Nonpassive loss	Schedule E, line 28, column (h)
	Nonpassive income	Schedule E, line 28, column (j)
2.	**Net rental real estate income (loss)**	See the Shareholder's Instructions
3.	**Other net rental income (loss)**	
	Net income	Schedule E, line 28, column (g)
	Net loss	See the Shareholder's Instructions
4.	**Interest income**	Form 1040, line 8a
5a.	**Ordinary dividends**	Form 1040, line 9a
5b.	**Qualified dividends**	Form 1040, line 9b
6.	**Royalties**	Schedule E, line 4
7.	**Net short-term capital gain (loss)**	Schedule D, line 5, column (f)
8a.	**Net long-term capital gain (loss)**	Schedule D, line 12, column (f)
8b.	**Collectibles (28%) gain (loss)**	28% Rate Gain Worksheet, line 4 (Schedule D instructions)
8c.	**Unrecaptured section 1250 gain**	See the Shareholder's Instructions
9.	**Net section 1231 gain (loss)**	See the Shareholder's Instructions
10.	**Other income (loss)**	
	Code	
	A Other portfolio income (loss)	See the Shareholder's Instructions
	B Involuntary conversions	See the Shareholder's Instructions
	C Sec. 1256 contracts & straddles	Form 6781, line 1
	D Mining exploration costs recapture	See Pub. 535
	E Other income (loss)	See the Shareholder's Instructions
11.	**Section 179 deduction**	See the Shareholder's Instructions
12.	**Other deductions**	
	A Cash contributions (50%)	See the Shareholder's Instructions
	B Cash contributions (30%)	
	C Noncash contributions (50%)	
	D Noncash contributions (30%)	
	E Capital gain property to a 50% organization (30%)	
	F Capital gain property (20%)	
	G Contributions (100%)	
	H Investment interest expense	Form 4952, line 1
	I Deductions—royalty income	Schedule E, line 18
	J Section 59(e)(2) expenditures	See the Shareholder's Instructions
	K Deductions—portfolio (2% floor)	Schedule A, line 23
	L Deductions—portfolio (other)	Schedule A, line 28
	M Preproductive period expenses	See the Shareholder's Instructions
	N Commercial revitalization deduction from rental real estate activities	See Form 8582 instructions
	O Reforestation expense deduction	See the Shareholder's Instructions
	P Domestic production activities information	See Form 8903 instructions
	Q Qualified production activities income	Form 8903, line 7b
	R Employer's Form W-2 wages	Form 8903, line 17
	S Other deductions	See the Shareholder's Instructions
13.	**Credits**	
	A Low-income housing credit (section 42(j)(5)) from pre-2008 buildings	See the Shareholder's Instructions
	B Low-income housing credit (other) from pre-2008 buildings	See the Shareholder's Instructions
	C Low-income housing credit (section 42(j)(5)) from post-2007 buildings	Form 8586, line 11
	D Low-income housing credit (other) from post-2007 buildings	Form 8586, line 11
	E Qualified rehabilitation expenditures (rental real estate)	See the Shareholder's Instructions
	F Other rental real estate credits	
	G Other rental credits	
	H Undistributed capital gains credit	Form 1040, line 71, box a
	I Alcohol and cellulosic biofuel fuels credit	Form 6478, line 8
	J Work opportunity credit	Form 5884, line 3
	K Disabled access credit	See the Shareholder's Instructions
	L Empowerment zone and renewal community employment credit	Form 8844, line 3
	M Credit for increasing research activities	See the Shareholder's Instructions
	N Credit for employer social security and Medicare taxes	Form 8846, line 5
	O Backup withholding	Form 1040, line 61
	P Other credits	See the Shareholder's Instructions
14.	**Foreign transactions**	
	A Name of country or U.S. possession	Form 1116, Part I
	B Gross income from all sources	
	C Gross income sourced at shareholder level	
	Foreign gross income sourced at corporate level	
	D Passive category	Form 1116, Part I
	E General category	
	F Other	
	Deductions allocated and apportioned at shareholder level	
	G Interest expense	Form 1116, Part I
	H Other	Form 1116, Part I
	Deductions allocated and apportioned at corporate level to foreign source income	
	I Passive category	Form 1116, Part I
	J General category	
	K Other	
	Other information	
	L Total foreign taxes paid	Form 1116, Part II
	M Total foreign taxes accrued	Form 1116, Part II
	N Reduction in taxes available for credit	Form 1116, line 12
	O Foreign trading gross receipts	Form 8873
	P Extraterritorial income exclusion	Form 8873
	Q Other foreign transactions	See the Shareholder's Instructions
15.	**Alternative minimum tax (AMT) items**	
	A Post-1986 depreciation adjustment	See the Shareholder's Instructions and the Instructions for Form 6251
	B Adjusted gain or loss	
	C Depletion (other than oil & gas)	
	D Oil, gas, & geothermal—gross income	
	E Oil, gas, & geothermal—deductions	
	F Other AMT items	
16.	**Items affecting shareholder basis**	
	A Tax-exempt interest income	Form 1040, line 8b
	B Other tax-exempt income	See the Shareholder's Instructions
	C Nondeductible expenses	
	D Distributions	
	E Repayment of loans from shareholders	
17.	**Other information**	
	A Investment income	Form 4952, line 4a
	B Investment expenses	Form 4952, line 5
	C Qualified rehabilitation expenditures (other than rental real estate)	See the Shareholder's Instructions
	D Basis of energy property	See the Shareholder's Instructions
	E Recapture of low-income housing credit (section 42(j)(5))	Form 8611, line 8
	F Recapture of low-income housing credit (other)	Form 8611, line 8
	G Recapture of investment credit	See Form 4255
	H Recapture of other credits	See the Shareholder's Instructions
	I Look-back interest—completed long-term contracts	See Form 8697
	J Look-back interest—income forecast method	See Form 8866
	K Dispositions of property with section 179 deductions	See the Shareholder's Instructions
	L Recapture of section 179 deduction	
	M Section 453(l)(3) information	
	N Section 453A(c) information	
	O Section 1260(b) information	
	P Interest allocable to production expenditures	
	Q CCF nonqualified withdrawals	
	R Depletion information—oil and gas	
	S Amortization of reforestation costs	
	T Section 108(i) information	
	U Other information	

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Schedule K-1 (Form 1120S)
Department of the Treasury
Internal Revenue Service

2010

For calendar year 2010, or tax year beginning _____, 2010
ending _____, 20____

☐ Final K-1 ☐ Amended K-1 OMB No. 1545-0130

Shareholder's Share of Income, Deductions, Credits, etc.

▶ See back of form and separate instructions.

Part I Information About the Corporation

A Corporation's employer identification number
20-5290314

B Corporation's name, address, city, state, and ZIP code
LIC HOLDINGS INC
950 PENINSULA CORPORATE CIRCLE, SUITE 3010
BOCA RATON, FL 33487

C IRS Center where corporation filed return
OGDEN, UT

Part II Information About the Shareholder

D Shareholder's identifying number
20-7294156

E Shareholder's name, address, city, state, and ZIP code
JOSH BERNSTEIN IRREV TRUST
C/O OPPENHEIMER TRUST COMPANY, TRUSTEE
18 COLUMBIA TURNPIKE
FLORHAM PARK, NJ 07932

F Shareholder's percentage of stock ownership for tax year . . . . . 1.2 %

For IRS Use Only

Part III Shareholder's Share of Current Year Income, Deductions, Credits, and Other Items

1	Ordinary business income (loss) 7,049	13	Credits
2	Net rental real estate income (loss)		
3	Other net rental income (loss)		
4	Interest income 536		
5a	Ordinary dividends		
5b	Qualified dividends	14	Foreign transactions
6	Royalties		
7	Net short-term capital gain (loss)		
8a	Net long-term capital gain (loss)		
8b	Collectibles (28%) gain (loss)		
8c	Unrecaptured section 1250 gain		
9	Net section 1231 gain (loss)		
10	Other income (loss)	15 A	Alternative minimum tax (AMT) items 0
11	Section 179 deduction	16 C	Items affecting shareholder basis 209
12 A	Other deductions 85		
		17 A	Other information 536

* See attached statement for additional information.

This list identifies the codes used on Schedule K-1 for all shareholders and provides summarized reporting information for shareholders who file Form 1040. For detailed reporting and filing information, see the separate Shareholder's Instructions for Schedule K-1 and the instructions for your income tax return.

		Report on
1.	**Ordinary business income (loss).** Determine whether the income (loss) is passive or nonpassive and enter on your return as follows:	
	Passive loss	See the Shareholder's Instructions
	Passive income	Schedule E, line 28, column (g)
	Nonpassive loss	Schedule E, line 28, column (h)
	Nonpassive income	Schedule E, line 28, column (i)
2.	**Net rental real estate income (loss)**	See the Shareholder's Instructions
3.	**Other net rental income (loss)**	
	Net income	Schedule E, line 28, column (g)
	Net loss	See the Shareholder's Instructions
4.	**Interest income**	Form 1040, line 8a
5a.	**Ordinary dividends**	Form 1040, line 9a
5b.	**Qualified dividends**	Form 1040, line 9b
6.	**Royalties**	Schedule E, line 4
7.	**Net short-term capital gain (loss)**	Schedule D, line 5, column (f)
8a.	**Net long-term capital gain (loss)**	Schedule D, line 12, column (f)
8b.	**Collectibles (28%) gain (loss)**	28% Rate Gain Worksheet, line 4 (Schedule D instructions)
8c.	**Unrecaptured section 1250 gain**	See the Shareholder's Instructions
9.	**Net section 1231 gain (loss)**	See the Shareholder's Instructions
10.	**Other income (loss)**	
	Code	
	A Other portfolio income (loss)	See the Shareholder's Instructions
	B Involuntary conversions	See the Shareholder's Instructions
	C Sec. 1256 contracts & straddles	Form 6781, line 1
	D Mining exploration costs recapture	See Pub. 535
	E Other income (loss)	See the Shareholder's Instructions
11.	**Section 179 deduction**	See the Shareholder's Instructions
12.	**Other deductions**	
	A Cash contributions (50%)	See the Shareholder's Instructions
	B Cash contributions (30%)	
	C Noncash contributions (50%)	
	D Noncash contributions (30%)	
	E Capital gain property to a 50% organization (30%)	
	F Capital gain property (20%)	
	G Contributions (100%)	
	H Investment interest expense	Form 4952, line 1
	I Deductions—royalty income	Schedule E, line 18
	J Section 59(e)(2) expenditures	See the Shareholder's Instructions
	K Deductions—portfolio (2% floor)	Schedule A, line 23
	L Deductions—portfolio (other)	Schedule A, line 28
	M Preproductive period expenses	See the Shareholder's Instructions
	N Commercial revitalization deduction from rental real estate activities	See Form 8582 instructions
	O Reforestation expense deduction	See the Shareholder's Instructions
	P Domestic production activities information	See Form 8903 instructions
	Q Qualified production activities income	Form 8903, line 7b
	R Employer's Form W-2 wages	Form 8903, line 17
	S Other deductions	See the Shareholder's Instructions
13.	**Credits**	
	A Low-income housing credit (section 42(j)(5)) from pre-2008 buildings	See the Shareholder's Instructions
	B Low-income housing credit (other) from pre-2008 buildings	See the Shareholder's Instructions
	C Low-income housing credit (section 42(j)(5)) from post-2007 buildings	Form 8586, line 11
	D Low-income housing credit (other) from post-2007 buildings	Form 8586, line 11
	E Qualified rehabilitation expenditures (rental real estate)	See the Shareholder's Instructions
	F Other rental real estate credits	
	G Other rental credits	
	H Undistributed capital gains credit	Form 1040, line 71, box a
	I Alcohol and cellulosic biofuel fuels credit	Form 6478, line 8
	J Work opportunity credit	Form 5884, line 3
	K Disabled access credit	See the Shareholder's Instructions
	L Empowerment zone and renewal community employment credit	Form 8844, line 3
	M Credit for increasing research activities	See the Shareholder's Instructions
	N Credit for employer social security and Medicare taxes	Form 8846, line 5
	O Backup withholding	Form 1040, line 61
	P Other credits	See the Shareholder's Instructions
14.	**Foreign transactions**	
	A Name of country or U.S. possession	Form 1116, Part I
	B Gross income from all sources	
	C Gross income sourced at shareholder level	
	Foreign gross income sourced at corporate level	
	D Passive category	Form 1116, Part I
	E General category	
	F Other	
	Deductions allocated and apportioned at shareholder level	
	G Interest expense	Form 1116, Part I
	H Other	Form 1116, Part I
	Deductions allocated and apportioned at corporate level to foreign source income	
	I Passive category	Form 1116, Part I
	J General category	
	K Other	
	Other information	
	L Total foreign taxes paid	Form 1116, Part II
	M Total foreign taxes accrued	Form 1116, Part II
	N Reduction in taxes available for credit	Form 1116, line 12
	O Foreign trading gross receipts	Form 8873
	P Extraterritorial income exclusion	Form 8873
	Q Other foreign transactions	See the Shareholder's Instructions
15.	**Alternative minimum tax (AMT) items**	
	A Post-1986 depreciation adjustment	See the Shareholder's Instructions and the Instructions for Form 6251
	B Adjusted gain or loss	
	C Depletion (other than oil & gas)	
	D Oil, gas, & geothermal—gross income	
	E Oil, gas, & geothermal—deductions	
	F Other AMT items	
16.	**Items affecting shareholder basis**	
	A Tax-exempt interest income	Form 1040, line 8b
	B Other tax-exempt income	See the Shareholder's Instructions
	C Nondeductible expenses	
	D Distributions	
	E Repayment of loans from shareholders	
17.	**Other information**	
	A Investment income	Form 4952, line 4a
	B Investment expenses	Form 4952, line 5
	C Qualified rehabilitation expenditures (other than rental real estate)	See the Shareholder's Instructions
	D Basis of energy property	See the Shareholder's Instructions
	E Recapture of low-income housing credit (section 42(j)(5))	Form 8611, line 8
	F Recapture of low-income housing credit (other)	Form 8611, line 8
	G Recapture of investment credit	See Form 4255
	H Recapture of other credits	See the Shareholder's Instructions
	I Look-back interest—completed long-term contracts	See Form 8697
	J Look-back interest—income forecast method	See Form 8866
	K Dispositions of property with section 179 deductions	See the Shareholder's Instructions
	L Recapture of section 179 deduction	
	M Section 453(l)(3) information	
	N Section 453A(c) information	
	O Section 1260(b) information	
	P Interest allocable to production expenditures	
	Q CCF nonqualified withdrawals	
	R Depletion information—oil and gas	
	S Amortization of reforestation costs	
	T Section 108(i) information	
	U Other information	

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☐ Final K-1 ☐ Amended K-1 OMB No. 1545-0130

Schedule K-1 (Form 1120S)
Department of the Treasury
Internal Revenue Service

2010

For calendar year 2010, or tax year beginning _____, 2010 ending _____, 20____

Shareholder's Share of Income, Deductions, Credits, etc.

▶ See back of form and separate instructions.

Part I Information About the Corporation

A Corporation's employer identification number
20-5290314

B Corporation's name, address, city, state, and ZIP code
LIC HOLDINGS INC
950 PENINSULA CORPORATE CIRCLE, SUITE 3010
BOCA RATON, FL 33487

C IRS Center where corporation filed return
OGDEN, UT

Part II Information About the Shareholder

D Shareholder's identifying number
20-7294143

E Shareholder's name, address, city, state, and ZIP code
MICHAEL BERNSTEIN IRREV TRUST
C/O OPPENHEIMER TRUST COMPANY, TRUSTEE
18 COLUMBIA TURNPIKE
FLORHAM, PARK, NJ 07932

F Shareholder's percentage of stock ownership for tax year . . . . . 1.2 %

For IRS Use Only

Part III Shareholder's Share of Current Year Income, Deductions, Credits, and Other Items

1	Ordinary business income (loss) 7,049	13	Credits
2	Net rental real estate income (loss)		
3	Other net rental income (loss)		
4	Interest income 536		
5a	Ordinary dividends		
5b	Qualified dividends	14	Foreign transactions
6	Royalties		
7	Net short-term capital gain (loss)		
8a	Net long-term capital gain (loss)		
8b	Collectibles (28%) gain (loss)		
8c	Unrecaptured section 1250 gain		
9	Net section 1231 gain (loss)		
10	Other income (loss)	15 A	Alternative minimum tax (AMT) items 0
11	Section 179 deduction	16 C	Items affecting shareholder basis 209
12 A	Other deductions 85		
		17 A	Other information 536

* See attached statement for additional information.

This list identifies the codes used on Schedule K-1 for all shareholders and provides summarized reporting information for shareholders who file Form 1040. For detailed reporting and filing information, see the separate Shareholder's Instructions for Schedule K-1 and the instructions for your income tax return.

		Report on
1.	**Ordinary business income (loss).** Determine whether the income (loss) is passive or nonpassive and enter on your return as follows:	
	Passive loss	See the Shareholder's Instructions
	Passive income	Schedule E, line 28, column (g)
	Nonpassive loss	Schedule E, line 28, column (h)
	Nonpassive income	Schedule E, line 28, column (j)
2.	**Net rental real estate income (loss)**	See the Shareholder's Instructions
3.	**Other net rental income (loss)**	
	Net income	Schedule E, line 28, column (g)
	Net loss	See the Shareholder's Instructions
4.	**Interest income**	Form 1040, line 8a
5a.	**Ordinary dividends**	Form 1040, line 9a
5b.	**Qualified dividends**	Form 1040, line 9b
6.	**Royalties**	Schedule E, line 4
7.	**Net short-term capital gain (loss)**	Schedule D, line 5, column (f)
8a.	**Net long-term capital gain (loss)**	Schedule D, line 12, column (f)
8b.	**Collectibles (28%) gain (loss)**	28% Rate Gain Worksheet, line 4 (Schedule D instructions)
8c.	**Unrecaptured section 1250 gain**	See the Shareholder's Instructions
9.	**Net section 1231 gain (loss)**	See the Shareholder's Instructions
10.	**Other income (loss)**	
	Code	
	A Other portfolio income (loss)	See the Shareholder's Instructions
	B Involuntary conversions	See the Shareholder's Instructions
	C Sec. 1256 contracts & straddles	Form 6781, line 1
	D Mining exploration costs recapture	See Pub. 535
	E Other income (loss)	See the Shareholder's Instructions
11.	**Section 179 deduction**	See the Shareholder's Instructions
12.	**Other deductions**	
	A Cash contributions (50%)	See the Shareholder's Instructions
	B Cash contributions (30%)	
	C Noncash contributions (50%)	
	D Noncash contributions (30%)	
	E Capital gain property to a 50% organization (30%)	
	F Capital gain property (20%)	
	G Contributions (100%)	
	H Investment interest expense	Form 4952, line 1
	I Deductions—royalty income	Schedule E, line 18
	J Section 59(e)(2) expenditures	See the Shareholder's Instructions
	K Deductions—portfolio (2% floor)	Schedule A, line 23
	L Deductions—portfolio (other)	Schedule A, line 28
	M Preproductive period expenses	See the Shareholder's Instructions
	N Commercial revitalization deduction from rental real estate activities	See Form 8582 instructions
	O Reforestation expense deduction	See the Shareholder's Instructions
	P Domestic production activities information	See Form 8903 instructions
	Q Qualified production activities income	Form 8903, line 7b
	R Employer's Form W-2 wages	Form 8903, line 17
	S Other deductions	See the Shareholder's Instructions
13.	**Credits**	
	A Low-income housing credit (section 42(j)(5)) from pre-2008 buildings	See the Shareholder's Instructions
	B Low-income housing credit (other) from pre-2008 buildings	See the Shareholder's Instructions
	C Low-income housing credit (section 42(j)(5)) from post-2007 buildings	Form 8586, line 11
	D Low-income housing credit (other) from post-2007 buildings	Form 8586, line 11
	E Qualified rehabilitation expenditures (rental real estate)	See the Shareholder's Instructions
	F Other rental real estate credits	
	G Other rental credits	
	H Undistributed capital gains credit	Form 1040, line 71, box a
	I Alcohol and cellulosic biofuel fuels credit	Form 6478, line 8
	J Work opportunity credit	Form 5884, line 3
	K Disabled access credit	See the Shareholder's Instructions
	L Empowerment zone and renewal community employment credit	Form 8844, line 3
	M Credit for increasing research activities	See the Shareholder's Instructions
	N Credit for employer social security and Medicare taxes	Form 8846, line 5
	O Backup withholding	Form 1040, line 61
	P Other credits	See the Shareholder's Instructions
14.	**Foreign transactions**	
	A Name of country or U.S. possession	Form 1116, Part I
	B Gross income from all sources	
	C Gross income sourced at shareholder level	
	Foreign gross income sourced at corporate level	
	D Passive category	Form 1116, Part I
	E General category	
	F Other	
	Deductions allocated and apportioned at shareholder level	
	G Interest expense	Form 1116, Part I
	H Other	Form 1116, Part I
	Deductions allocated and apportioned at corporate level to foreign source income	
	I Passive category	Form 1116, Part I
	J General category	
	K Other	
	Other information	
	L Total foreign taxes paid	Form 1116, Part II
	M Total foreign taxes accrued	Form 1116, Part II
	N Reduction in taxes available for credit	Form 1116, line 12
	O Foreign trading gross receipts	Form 8873
	P Extraterritorial income exclusion	Form 8873
	Q Other foreign transactions	See the Shareholder's Instructions
15.	**Alternative minimum tax (AMT) items**	
	A Post-1986 depreciation adjustment	See the Shareholder's Instructions and the Instructions for Form 6251
	B Adjusted gain or loss	
	C Depletion (other than oil & gas)	
	D Oil, gas, & geothermal—gross income	
	E Oil, gas, & geothermal—deductions	
	F Other AMT items	
16.	**Items affecting shareholder basis**	
	A Tax-exempt interest income	Form 1040, line 8b
	B Other tax-exempt income	See the Shareholder's Instructions
	C Nondeductible expenses	
	D Distributions	
	E Repayment of loans from shareholders	
17.	**Other information**	
	A Investment income	Form 4952, line 4a
	B Investment expenses	Form 4952, line 5
	C Qualified rehabilitation expenditures (other than rental real estate)	See the Shareholder's Instructions
	D Basis of energy property	See the Shareholder's Instructions
	E Recapture of low-income housing credit (section 42(j)(5))	Form 8611, line 8
	F Recapture of low-income housing credit (other)	Form 8611, line 8
	G Recapture of investment credit	See Form 4255
	H Recapture of other credits	See the Shareholder's Instructions
	I Look-back interest—completed long-term contracts	See Form 8697
	J Look-back interest—income forecast method	See Form 8866
	K Dispositions of property with section 179 deductions	See the Shareholder's Instructions
	L Recapture of section 179 deduction	
	M Section 453(l)(3) information	
	N Section 453A(c) information	
	O Section 1260(b) information	
	P Interest allocable to production expenditures	
	Q CCF nonqualified withdrawals	
	R Depletion information—oil and gas	
	S Amortization of reforestation costs	
	T Section 108(i) information	
	U Other information	

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☐ Final K-1 ☐ Amended K-1 OMB No. 1545-0130

Schedule K-1 (Form 1120S)
Department of the Treasury
Internal Revenue Service

2010

For calendar year 2010, or tax year beginning _____, 2010
ending _____, 20____

Shareholder's Share of Income, Deductions, Credits, etc.

▶ See back of form and separate instructions.

Part I Information About the Corporation

A Corporation's employer identification number
20-5290314

B Corporation's name, address, city, state, and ZIP code
LIC HOLDINGS INC
950 PENINSULA CORPORATE CIRCLE, SUITE 3010
BOCA RATON, FL 33487

C IRS Center where corporation filed return
OGDEN, UT

Part II Information About the Shareholder

D Shareholder's identifying number
20-7294216

E Shareholder's name, address, city, state, and ZIP code
CARLY FRIEDSTEIN IRREV TRUST
C/O OPPENHEIMER TRUST COMPANY, TRUSTEE
18 COLUMBIA TURNPIKE
FLORHAM, PARK, NJ 07932

F Shareholder's percentage of stock ownership for tax year . . . . . 1.2 %

For IRS Use Only

Part III Shareholder's Share of Current Year Income, Deductions, Credits, and Other Items

1	Ordinary business income (loss) 7,049	13	Credits
2	Net rental real estate income (loss)		
3	Other net rental income (loss)		
4	Interest income 536		
5a	Ordinary dividends		
5b	Qualified dividends	14	Foreign transactions
6	Royalties		
7	Net short-term capital gain (loss)		
8a	Net long-term capital gain (loss)		
8b	Collectibles (28%) gain (loss)		
8c	Unrecaptured section 1250 gain		
9	Net section 1231 gain (loss)		
10	Other income (loss)	15 A	Alternative minimum tax (AMT) items 0
11	Section 179 deduction	16 C	Items affecting shareholder basis 209
12 A	Other deductions 85		
		17 A	Other information 536

* See attached statement for additional information.

This list identifies the codes used on Schedule K-1 for all shareholders and provides summarized reporting information for shareholders who file Form 1040. For detailed reporting and filing information, see the separate Shareholder's Instructions for Schedule K-1 and the instructions for your income tax return.

		Report on
1.	**Ordinary business income (loss).** Determine whether the income (loss) is passive or nonpassive and enter on your return as follows:	
	Passive loss	See the Shareholder's Instructions
	Passive income	Schedule E, line 28, column (g)
	Nonpassive loss	Schedule E, line 28, column (h)
	Nonpassive income	Schedule E, line 28, column (j)
2.	**Net rental real estate income (loss)**	See the Shareholder's Instructions
3.	**Other net rental income (loss)**	
	Net income	Schedule E, line 28, column (g)
	Net loss	See the Shareholder's Instructions
4.	**Interest income**	Form 1040, line 8a
5a.	**Ordinary dividends**	Form 1040, line 9a
5b.	**Qualified dividends**	Form 1040, line 9b
6.	**Royalties**	Schedule E, line 4
7.	**Net short-term capital gain (loss)**	Schedule D, line 5, column (f)
8a.	**Net long-term capital gain (loss)**	Schedule D, line 12, column (f)
8b.	**Collectibles (28%) gain (loss)**	28% Rate Gain Worksheet, line 4 (Schedule D instructions)
8c.	**Unrecaptured section 1250 gain**	See the Shareholder's Instructions
9.	**Net section 1231 gain (loss)**	See the Shareholder's Instructions
10.	**Other income (loss)**	
	Code	
	A Other portfolio income (loss)	See the Shareholder's Instructions
	B Involuntary conversions	See the Shareholder's Instructions
	C Sec. 1256 contracts & straddles	Form 6781, line 1
	D Mining exploration costs recapture	See Pub. 535
	E Other income (loss)	See the Shareholder's Instructions
11.	**Section 179 deduction**	See the Shareholder's Instructions
12.	**Other deductions**	
	A Cash contributions (50%)	See the Shareholder's Instructions
	B Cash contributions (30%)	
	C Noncash contributions (50%)	
	D Noncash contributions (30%)	
	E Capital gain property to a 50% organization (30%)	
	F Capital gain property (20%)	
	G Contributions (100%)	
	H Investment interest expense	Form 4952, line 1
	I Deductions—royalty income	Schedule E, line 18
	J Section 59(e)(2) expenditures	See the Shareholder's Instructions
	K Deductions—portfolio (2% floor)	Schedule A, line 23
	L Deductions—portfolio (other)	Schedule A, line 28
	M Preproductive period expenses	See the Shareholder's Instructions
	N Commercial revitalization deduction from rental real estate activities	See Form 8582 instructions
	O Reforestation expense deduction	See the Shareholder's Instructions
	P Domestic production activities information	See Form 8903 instructions
	Q Qualified production activities income	Form 8903, line 7b
	R Employer's Form W-2 wages	Form 8903, line 17
	S Other deductions	See the Shareholder's Instructions
13.	**Credits**	
	A Low-income housing credit (section 42(j)(5)) from pre-2008 buildings	See the Shareholder's Instructions
	B Low-income housing credit (other) from pre-2008 buildings	See the Shareholder's Instructions
	C Low-income housing credit (section 42(j)(5)) from post-2007 buildings	Form 8586, line 11
	D Low-income housing credit (other) from post-2007 buildings	Form 8586, line 11
	E Qualified rehabilitation expenditures (rental real estate)	See the Shareholder's Instructions
	F Other rental real estate credits	
	G Other rental credits	
	H Undistributed capital gains credit	Form 1040, line 71, box a
	I Alcohol and cellulosic biofuel fuels credit	Form 6478, line 8
	J Work opportunity credit	Form 5884, line 3
	K Disabled access credit	See the Shareholder's Instructions
	L Empowerment zone and renewal community employment credit	Form 8844, line 3
	M Credit for increasing research activities	See the Shareholder's Instructions
	N Credit for employer social security and Medicare taxes	Form 8846, line 5
	O Backup withholding	Form 1040, line 61
	P Other credits	See the Shareholder's Instructions
14.	**Foreign transactions**	
	A Name of country or U.S. possession	Form 1116, Part I
	B Gross income from all sources	
	C Gross income sourced at shareholder level	
	Foreign gross income sourced at corporate level	
	D Passive category	Form 1116, Part I
	E General category	
	F Other	
	Deductions allocated and apportioned at shareholder level	
	G Interest expense	Form 1116, Part I
	H Other	Form 1116, Part I
	Deductions allocated and apportioned at corporate level to foreign source income	
	I Passive category	Form 1116, Part I
	J General category	
	K Other	
	Other information	
	L Total foreign taxes paid	Form 1116, Part II
	M Total foreign taxes accrued	Form 1116, Part II
	N Reduction in taxes available for credit	Form 1116, line 12
	O Foreign trading gross receipts	Form 8873
	P Extraterritorial income exclusion	Form 8873
	Q Other foreign transactions	See the Shareholder's Instructions
15.	**Alternative minimum tax (AMT) items**	
	A Post-1986 depreciation adjustment	See the Shareholder's Instructions and the Instructions for Form 6251
	B Adjusted gain or loss	
	C Depletion (other than oil & gas)	
	D Oil, gas, & geothermal—gross income	
	E Oil, gas, & geothermal—deductions	
	F Other AMT items	
16.	**Items affecting shareholder basis**	
	A Tax-exempt interest income	Form 1040, line 8b
	B Other tax-exempt income	See the Shareholder's Instructions
	C Nondeductible expenses	
	D Distributions	
	E Repayment of loans from shareholders	
17.	**Other information**	
	A Investment income	Form 4952, line 4a
	B Investment expenses	Form 4952, line 5
	C Qualified rehabilitation expenditures (other than rental real estate)	See the Shareholder's Instructions
	D Basis of energy property	See the Shareholder's Instructions
	E Recapture of low-income housing credit (section 42(j)(5))	Form 8611, line 8
	F Recapture of low-income housing credit (other)	Form 8611, line 8
	G Recapture of investment credit	See Form 4255
	H Recapture of other credits	See the Shareholder's Instructions
	I Look-back interest—completed long-term contracts	See Form 8697
	J Look-back interest—income forecast method	See Form 8866
	K Dispositions of property with section 179 deductions	See the Shareholder's Instructions
	L Recapture of section 179 deduction	
	M Section 453(l)(3) information	
	N Section 453A(c) information	
	O Section 1260(b) information	
	P Interest allocable to production expenditures	
	Q CCF nonqualified withdrawals	
	R Depletion information—oil and gas	
	S Amortization of reforestation costs	
	T Section 108(i) information	
	U Other information	

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☐ Final K-1 ☐ Amended K-1 OMB No. 1545-0130

Schedule K-1 (Form 1120S)
Department of the Treasury
Internal Revenue Service

2010

For calendar year 2010, or tax year beginning _____, 2010
ending _____, 20____

Shareholder's Share of Income, Deductions, Credits, etc.

► See back of form and separate instructions.

Part I Information About the Corporation

A Corporation's employer identification number
20-5290314

B Corporation's name, address, city, state, and ZIP code
LIC HOLDINGS INC
950 PENINSULA CORPORATE CIRCLE, SUITE 3010
BOCA RATON, FL 33487

C IRS Center where corporation filed return
OGDEN, UT

Part II Information About the Shareholder

D Shareholder's identifying number
20-7294226

E Shareholder's name, address, city, state, and ZIP code
MAX FRIEDSTEIN IRREV TRUST
C/O OPPENHEIMER TRUST COMPANY, TRUSTEE
18 COLUMBIA TURNPIKE
FLORHAM, PARK, NJ 07932

F Shareholder's percentage of stock ownership for tax year . . . . . 1.2 %

For IRS Use Only

Part III Shareholder's Share of Current Year Income, Deductions, Credits, and Other Items

1	Ordinary business income (loss) 7,049	13	Credits
2	Net rental real estate income (loss)		
3	Other net rental income (loss)		
4	Interest income 536		
5a	Ordinary dividends		
5b	Qualified dividends	14	Foreign transactions
6	Royalties		
7	Net short-term capital gain (loss)		
8a	Net long-term capital gain (loss)		
8b	Collectibles (28%) gain (loss)		
8c	Unrecaptured section 1250 gain		
9	Net section 1231 gain (loss)		
10	Other income (loss)	15 A	Alternative minimum tax (AMT) items 0
11	Section 179 deduction	16 C	Items affecting shareholder basis 209
12 A	Other deductions 85		
		17 A	Other information 536

* See attached statement for additional information.

This list identifies the codes used on Schedule K-1 for all shareholders and provides summarized reporting information for shareholders who file Form 1040. For detailed reporting and filing information, see the separate Shareholder's Instructions for Schedule K-1 and the instructions for your income tax return.

		Report on
1.	**Ordinary business income (loss).** Determine whether the income (loss) is passive or nonpassive and enter on your return as follows:	
	Passive loss	See the Shareholder's Instructions
	Passive income	Schedule E, line 28, column (g)
	Nonpassive loss	Schedule E, line 28, column (h)
	Nonpassive income	Schedule E, line 28, column (j)
2.	**Net rental real estate income (loss)**	See the Shareholder's Instructions
3.	**Other net rental income (loss)**	
	Net income	Schedule E, line 28, column (g)
	Net loss	See the Shareholder's Instructions
4.	**Interest income**	Form 1040, line 8a
5a.	**Ordinary dividends**	Form 1040, line 9a
5b.	**Qualified dividends**	Form 1040, line 9b
6.	**Royalties**	Schedule E, line 4
7.	**Net short-term capital gain (loss)**	Schedule D, line 5, column (f)
8a.	**Net long-term capital gain (loss)**	Schedule D, line 12, column (f)
8b.	**Collectibles (28%) gain (loss)**	28% Rate Gain Worksheet, line 4 (Schedule D instructions)
8c.	**Unrecaptured section 1250 gain**	See the Shareholder's Instructions
9.	**Net section 1231 gain (loss)**	See the Shareholder's Instructions
10.	**Other income (loss)**	
	Code	
	A Other portfolio income (loss)	See the Shareholder's Instructions
	B Involuntary conversions	See the Shareholder's Instructions
	C Sec. 1256 contracts & straddles	Form 6781, line 1
	D Mining exploration costs recapture	See Pub. 535
	E Other income (loss)	See the Shareholder's Instructions
11.	**Section 179 deduction**	See the Shareholder's Instructions
12.	**Other deductions**	
	A Cash contributions (50%)	See the Shareholder's Instructions
	B Cash contributions (30%)	
	C Noncash contributions (50%)	
	D Noncash contributions (30%)	
	E Capital gain property to a 50% organization (30%)	
	F Capital gain property (20%)	
	G Contributions (100%)	
	H Investment interest expense	Form 4952, line 1
	I Deductions—royalty income	Schedule E, line 18
	J Section 59(e)(2) expenditures	See the Shareholder's Instructions
	K Deductions—portfolio (2% floor)	Schedule A, line 23
	L Deductions—portfolio (other)	Schedule A, line 28
	M Preproductive period expenses	See the Shareholder's Instructions
	N Commercial revitalization deduction from rental real estate activities	See Form 8582 instructions
	O Reforestation expense deduction	See the Shareholder's Instructions
	P Domestic production activities information	See Form 8903 instructions
	Q Qualified production activities income	Form 8903, line 7b
	R Employer's Form W-2 wages	Form 8903, line 17
	S Other deductions	See the Shareholder's Instructions
13.	**Credits**	
	A Low-income housing credit (section 42(j)(5)) from pre-2008 buildings	See the Shareholder's Instructions
	B Low-income housing credit (other) from pre-2008 buildings	See the Shareholder's Instructions
	C Low-income housing credit (section 42(j)(5)) from post-2007 buildings	Form 8586, line 11
	D Low-income housing credit (other) from post-2007 buildings	Form 8586, line 11
	E Qualified rehabilitation expenditures (rental real estate)	See the Shareholder's Instructions
	F Other rental real estate credits	
	G Other rental credits	
	H Undistributed capital gains credit	Form 1040, line 71, box a
	I Alcohol and cellulosic biofuel fuels credit	Form 6478, line 8
	J Work opportunity credit	Form 5884, line 3
	K Disabled access credit	See the Shareholder's Instructions
	L Empowerment zone and renewal community employment credit	Form 8844, line 3
	M Credit for increasing research activities	See the Shareholder's Instructions
	N Credit for employer social security and Medicare taxes	Form 8846, line 5
	O Backup withholding	Form 1040, line 61
	P Other credits	See the Shareholder's Instructions
14.	**Foreign transactions**	
	A Name of country or U.S. possession	Form 1116, Part I
	B Gross income from all sources	
	C Gross income sourced at shareholder level	
	Foreign gross income sourced at corporate level	
	D Passive category	Form 1116, Part I
	E General category	
	F Other	
	Deductions allocated and apportioned at shareholder level	
	G Interest expense	Form 1116, Part I
	H Other	Form 1116, Part I
	Deductions allocated and apportioned at corporate level to foreign source income	
	I Passive category	Form 1116, Part I
	J General category	
	K Other	
	Other information	
	L Total foreign taxes paid	Form 1116, Part II
	M Total foreign taxes accrued	Form 1116, Part II
	N Reduction in taxes available for credit	Form 1116, line 12
	O Foreign trading gross receipts	Form 8873
	P Extraterritorial income exclusion	Form 8873
	Q Other foreign transactions	See the Shareholder's Instructions
15.	**Alternative minimum tax (AMT) items**	
	A Post-1986 depreciation adjustment	See the Shareholder's Instructions and the instructions for Form 6251
	B Adjusted gain or loss	
	C Depletion (other than oil & gas)	
	D Oil, gas, & geothermal—gross income	
	E Oil, gas, & geothermal—deductions	
	F Other AMT items	
16.	**Items affecting shareholder basis**	
	A Tax-exempt interest income	Form 1040, line 8b
	B Other tax-exempt income	See the Shareholder's Instructions
	C Nondeductible expenses	
	D Distributions	
	E Repayment of loans from shareholders	
17.	**Other information**	
	A Investment income	Form 4952, line 4a
	B Investment expenses	Form 4952, line 5
	C Qualified rehabilitation expenditures (other than rental real estate)	See the Shareholder's Instructions
	D Basis of energy property	See the Shareholder's Instructions
	E Recapture of low-income housing credit (section 42(j)(5))	Form 8611, line 8
	F Recapture of low-income housing credit (other)	Form 8611, line 8
	G Recapture of investment credit	See Form 4255
	H Recapture of other credits	See the Shareholder's Instructions
	I Look-back interest—completed long-term contracts	See Form 8697
	J Look-back interest—income forecast method	See Form 8866
	K Dispositions of property with section 179 deductions	See the Shareholder's Instructions
	L Recapture of section 179 deduction	
	M Section 453(l)(3) information	
	N Section 453A(c) information	
	O Section 1260(b) information	
	P Interest allocable to production expenditures	
	Q CCF nonqualified withdrawals	
	R Depletion information—oil and gas	
	S Amortization of reforestation costs	
	T Section 108(i) information	
	U Other information	

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Schedule K-1
(Form 1120S)
Department of the Treasury
Internal Revenue Service

2010

For calendar year 2010, or tax year beginning _____, 2010
ending _____, 20____

☐ Final K-1 ☐ Amended K-1 OMB No. 1545-0130

Shareholder's Share of Income, Deductions, Credits, etc.

▶See back of form and separate instructions.

Part I Information About the Corporation

A Corporation's employer identification number
20-5290314

B Corporation's name, address, city, state, and ZIP code
LIC HOLDINGS INC
950 PENINSULA CORPORATE CIRCLE, SUITE 3010
BOCA RATON, FL 33487

C IRS Center where corporation filed return
OGDEN, UT

Part II Information About the Shareholder

D Shareholder's identifying number
20-7294232

E Shareholder's name, address, city, state, and ZIP code
JULIA IANTONI IRREV TRUST
C/O OPPENHEIMER TRUST COMPANY, TRUSTEE
18 COLUMBIA TURNPIKE
FLORHAM, PARK, NJ 07932

F Shareholder's percentage of stock ownership for tax year . . . . . 1.2 %

For IRS Use Only

Part III Shareholder's Share of Current Year Income, Deductions, Credits, and Other Items

1	Ordinary business income (loss) 7,049	13	Credits
2	Net rental real estate income (loss)		
3	Other net rental income (loss)		
4	Interest income 536		
5a	Ordinary dividends		
5b	Qualified dividends	14	Foreign transactions
6	Royalties		
7	Net short-term capital gain (loss)		
8a	Net long-term capital gain (loss)		
8b	Collectibles (28%) gain (loss)		
8c	Unrecaptured section 1250 gain		
9	Net section 1231 gain (loss)		
10	Other income (loss)	15 A	Alternative minimum tax (AMT) items 0
11	Section 179 deduction	16 C	Items affecting shareholder basis 209
12 A	Other deductions 85		
		17 A	Other information 536

* See attached statement for additional information.

This list identifies the codes used on Schedule K-1 for all shareholders and provides summarized reporting information for shareholders who file Form 1040. For detailed reporting and filing information, see the separate Shareholder's Instructions for Schedule K-1 and the instructions for your income tax return.

		Report on
1.	**Ordinary business income (loss).** Determine whether the income (loss) is passive or nonpassive and enter on your return as follows:	
	Passive loss	See the Shareholder's Instructions
	Passive income	Schedule E, line 28, column (g)
	Nonpassive loss	Schedule E, line 28, column (h)
	Nonpassive income	Schedule E, line 28, column (j)
2.	**Net rental real estate income (loss)**	See the Shareholder's Instructions
3.	**Other net rental income (loss)**	
	Net income	Schedule E, line 28, column (g)
	Net loss	See the Shareholder's Instructions
4.	**Interest income**	Form 1040, line 8a
5a.	**Ordinary dividends**	Form 1040, line 9a
5b.	**Qualified dividends**	Form 1040, line 9b
6.	**Royalties**	Schedule E, line 4
7.	**Net short-term capital gain (loss)**	Schedule D, line 5, column (f)
8a.	**Net long-term capital gain (loss)**	Schedule D, line 12, column (f)
8b.	**Collectibles (28%) gain (loss)**	28% Rate Gain Worksheet, line 4 (Schedule D instructions)
8c.	**Unrecaptured section 1250 gain**	See the Shareholder's Instructions
9.	**Net section 1231 gain (loss)**	See the Shareholder's Instructions
10.	**Other income (loss)**	
	Code	
	A Other portfolio income (loss)	See the Shareholder's Instructions
	B Involuntary conversions	See the Shareholder's Instructions
	C Sec. 1256 contracts & straddles	Form 6781, line 1
	D Mining exploration costs recapture	See Pub. 535
	E Other income (loss)	See the Shareholder's Instructions
11.	**Section 179 deduction**	See the Shareholder's Instructions
12.	**Other deductions**	
	A Cash contributions (50%)	See the Shareholder's Instructions
	B Cash contributions (30%)	
	C Noncash contributions (50%)	
	D Noncash contributions (30%)	
	E Capital gain property to a 50% organization (30%)	
	F Capital gain property (20%)	
	G Contributions (100%)	
	H Investment interest expense	Form 4952, line 1
	I Deductions—royalty income	Schedule E, line 18
	J Section 59(e)(2) expenditures	See the Shareholder's Instructions
	K Deductions—portfolio (2% floor)	Schedule A, line 23
	L Deductions—portfolio (other)	Schedule A, line 28
	M Preproductive period expenses	See the Shareholder's Instructions
	N Commercial revitalization deduction from rental real estate activities	See Form 8582 instructions
	O Reforestation expense deduction	See the Shareholder's Instructions
	P Domestic production activities information	See Form 8903 instructions
	Q Qualified production activities income	Form 8903, line 7b
	R Employer's Form W-2 wages	Form 8903, line 17
	S Other deductions	See the Shareholder's Instructions
13.	**Credits**	
	A Low-income housing credit (section 42(j)(5)) from pre-2008 buildings	See the Shareholder's Instructions
	B Low-income housing credit (other) from pre-2008 buildings	See the Shareholder's Instructions
	C Low-income housing credit (section 42(j)(5)) from post-2007 buildings	Form 8586, line 11
	D Low-income housing credit (other) from post-2007 buildings	Form 8586, line 11
	E Qualified rehabilitation expenditures (rental real estate)	See the Shareholder's Instructions
	F Other rental real estate credits	
	G Other rental credits	
	H Undistributed capital gains credit	Form 1040, line 71, box a
	I Alcohol and cellulosic biofuel fuels credit	Form 6478, line 8
	J Work opportunity credit	Form 5884, line 3
	K Disabled access credit	See the Shareholder's Instructions
	L Empowerment zone and renewal community employment credit	Form 8844, line 3
	M Credit for increasing research activities	See the Shareholder's Instructions
	N Credit for employer social security and Medicare taxes	Form 8846, line 5
	O Backup withholding	Form 1040, line 61
	P Other credits	See the Shareholder's Instructions
14.	**Foreign transactions**	
	A Name of country or U.S. possession	Form 1116, Part I
	B Gross income from all sources	
	C Gross income sourced at shareholder level	
	Foreign gross income sourced at corporate level	
	D Passive category	Form 1116, Part I
	E General category	
	F Other	
	Deductions allocated and apportioned at shareholder level	
	G Interest expense	Form 1116, Part I
	H Other	Form 1116, Part I
	Deductions allocated and apportioned at corporate level to foreign source income	
	I Passive category	Form 1116, Part I
	J General category	
	K Other	
	Other information	
	L Total foreign taxes paid	Form 1116, Part II
	M Total foreign taxes accrued	Form 1116, Part II
	N Reduction in taxes available for credit	Form 1116, line 12
	O Foreign trading gross receipts	Form 8873
	P Extraterritorial income exclusion	Form 8873
	Q Other foreign transactions	See the Shareholder's Instructions
15.	**Alternative minimum tax (AMT) items**	
	A Post-1986 depreciation adjustment	See the Shareholder's Instructions and the Instructions for Form 6251
	B Adjusted gain or loss	
	C Depletion (other than oil & gas)	
	D Oil, gas, & geothermal—gross income	
	E Oil, gas, & geothermal—deductions	
	F Other AMT items	
16.	**Items affecting shareholder basis**	
	A Tax-exempt interest income	Form 1040, line 8b
	B Other tax-exempt income	See the Shareholder's Instructions
	C Nondeductible expenses	
	D Distributions	
	E Repayment of loans from shareholders	
17.	**Other information**	
	A Investment income	Form 4952, line 4a
	B Investment expenses	Form 4952, line 5
	C Qualified rehabilitation expenditures (other than rental real estate)	See the Shareholder's Instructions
	D Basis of energy property	See the Shareholder's Instructions
	E Recapture of low-income housing credit (section 42(j)(5))	Form 8611, line 8
	F Recapture of low-income housing credit (other)	Form 8611, line 8
	G Recapture of investment credit	See Form 4255
	H Recapture of other credits	See the Shareholder's Instructions
	I Look-back interest—completed long-term contracts	See Form 8697
	J Look-back interest—income forecast method	See Form 8866
	K Dispositions of property with section 179 deductions	See the Shareholder's Instructions
	L Recapture of section 179 deduction	
	M Section 453(l)(3) information	
	N Section 453A(c) information	
	O Section 1260(b) information	
	P Interest allocable to production expenditures	
	Q CCF nonqualified withdrawals	
	R Depletion information—oil and gas	
	S Amortization of reforestation costs	
	T Section 108(i) information	
	U Other information	

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☐ Final K-1 ☐ Amended K-1 OMB No. 1545-0130

Schedule K-1 (Form 1120S)
Department of the Treasury
Internal Revenue Service

2010

For calendar year 2010, or tax year beginning _____, 2010
ending _____, 20____

Shareholder's Share of Income, Deductions, Credits, etc.

► See back of form and separate instructions.

Part I Information About the Corporation

A Corporation's employer identification number
20-5290314

B Corporation's name, address, city, state, and ZIP code
LIC HOLDINGS INC
950 PENINSULA CORPORATE CIRCLE, SUITE 3010
BOCA RATON, FL 33487

C IRS Center where corporation filed return
OGDEN, UT

Part II Information About the Shareholder

D Shareholder's identifying number
20-7294203

E Shareholder's name, address, city, state, and ZIP code
MOLLY SIMON IRREV TRUST
C/O OPPENHEIMER TRUST COMPANY, TRUSTEE
18 COLUMBIA TURNPIKE
FLORHAM, PARK, NJ 07932

F Shareholder's percentage of stock ownership for tax year . . . . . 1.2 %

For IRS Use Only

Part III Shareholder's Share of Current Year Income, Deductions, Credits, and Other Items

1	Ordinary business income (loss) 7,049	13	Credits
2	Net rental real estate income (loss)		
3	Other net rental income (loss)		
4	Interest income 536		
5a	Ordinary dividends		
5b	Qualified dividends	14	Foreign transactions
6	Royalties		
7	Net short-term capital gain (loss)		
8a	Net long-term capital gain (loss)		
8b	Collectibles (28%) gain (loss)		
8c	Unrecaptured section 1250 gain		
9	Net section 1231 gain (loss)		
10	Other income (loss)	15 A	Alternative minimum tax (AMT) items 0
11	Section 179 deduction	16 C	Items affecting shareholder basis 209
12 A	Other deductions 85		
		17 A	Other information 536

* See attached statement for additional information.

This list identifies the codes used on Schedule K-1 for all shareholders and provides summarized reporting information for shareholders who file Form 1040. For detailed reporting and filing information, see the separate Shareholder's Instructions for Schedule K-1 and the instructions for your income tax return.

		Report on
1.	**Ordinary business income (loss).** Determine whether the income (loss) is passive or nonpassive and enter on your return as follows:	
	Passive loss	See the Shareholder's Instructions
	Passive income	Schedule E, line 28, column (g)
	Nonpassive loss	Schedule E, line 28, column (h)
	Nonpassive income	Schedule E, line 28, column (j)
2.	**Net rental real estate income (loss)**	See the Shareholder's Instructions
3.	**Other net rental income (loss)**	
	Net income	Schedule E, line 28, column (g)
	Net loss	See the Shareholder's Instructions
4.	**Interest income**	Form 1040, line 8a
5a.	**Ordinary dividends**	Form 1040, line 9a
5b.	**Qualified dividends**	Form 1040, line 9b
6.	**Royalties**	Schedule E, line 4
7.	**Net short-term capital gain (loss)**	Schedule D, line 5, column (f)
8a.	**Net long-term capital gain (loss)**	Schedule D, line 12, column (f)
8b.	**Collectibles (28%) gain (loss)**	28% Rate Gain Worksheet, line 4 (Schedule D instructions)
8c.	**Unrecaptured section 1250 gain**	See the Shareholder's Instructions
9.	**Net section 1231 gain (loss)**	See the Shareholder's Instructions
10.	**Other income (loss)**	
	Code	
	A Other portfolio income (loss)	See the Shareholder's Instructions
	B Involuntary conversions	See the Shareholder's Instructions
	C Sec. 1256 contracts & straddles	Form 6781, line 1
	D Mining exploration costs recapture	See Pub. 535
	E Other income (loss)	See the Shareholder's Instructions
11.	**Section 179 deduction**	See the Shareholder's Instructions
12.	**Other deductions**	
	A Cash contributions (50%)	See the Shareholder's Instructions
	B Cash contributions (30%)	
	C Noncash contributions (50%)	
	D Noncash contributions (30%)	
	E Capital gain property to a 50% organization (30%)	
	F Capital gain property (20%)	
	G Contributions (100%)	
	H Investment interest expense	Form 4952, line 1
	I Deductions—royalty income	Schedule E, line 18
	J Section 59(e)(2) expenditures	See the Shareholder's Instructions
	K Deductions—portfolio (2% floor)	Schedule A, line 23
	L Deductions—portfolio (other)	Schedule A, line 28
	M Preproductive period expenses	See the Shareholder's Instructions
	N Commercial revitalization deduction from rental real estate activities	See Form 8582 instructions
	O Reforestation expense deduction	See the Shareholder's Instructions
	P Domestic production activities information	See Form 8903 instructions
	Q Qualified production activities income	Form 8903, line 7b
	R Employer's Form W-2 wages	Form 8903, line 17
	S Other deductions	See the Shareholder's Instructions
13.	**Credits**	
	A Low-income housing credit (section 42(j)(5)) from pre-2008 buildings	See the Shareholder's Instructions
	B Low-income housing credit (other) from pre-2008 buildings	See the Shareholder's Instructions
	C Low-income housing credit (section 42(j)(5)) from post-2007 buildings	Form 8586, line 11
	D Low-income housing credit (other) from post-2007 buildings	Form 8586, line 11
	E Qualified rehabilitation expenditures (rental real estate)	See the Shareholder's Instructions
	F Other rental real estate credits	
	G Other rental credits	
	H Undistributed capital gains credit	Form 1040, line 71, box a
	I Alcohol and cellulosic biofuel fuels credit	Form 6478, line 8
	J Work opportunity credit	Form 5884, line 3
	K Disabled access credit	See the Shareholder's Instructions
	L Empowerment zone and renewal community employment credit	Form 8844, line 3
	M Credit for increasing research activities	See the Shareholder's Instructions
	N Credit for employer social security and Medicare taxes	Form 8846, line 5
	O Backup withholding	Form 1040, line 61
	P Other credits	See the Shareholder's Instructions
14.	**Foreign transactions**	
	A Name of country or U.S. possession	Form 1116, Part I
	B Gross income from all sources	
	C Gross income sourced at shareholder level	
	Foreign gross income sourced at corporate level	
	D Passive category	Form 1116, Part I
	E General category	
	F Other	
	Deductions allocated and apportioned at shareholder level	
	G Interest expense	Form 1116, Part I
	H Other	Form 1116, Part I
	Deductions allocated and apportioned at corporate level to foreign source income	
	I Passive category	Form 1116, Part I
	J General category	
	K Other	
	Other information	
	L Total foreign taxes paid	Form 1116, Part II
	M Total foreign taxes accrued	Form 1116, Part II
	N Reduction in taxes available for credit	Form 1116, line 12
	O Foreign trading gross receipts	Form 8873
	P Extraterritorial income exclusion	Form 8873
	Q Other foreign transactions	See the Shareholder's Instructions
15.	**Alternative minimum tax (AMT) items**	
	A Post-1986 depreciation adjustment	See the Shareholder's Instructions and the Instructions for Form 6251
	B Adjusted gain or loss	
	C Depletion (other than oil & gas)	
	D Oil, gas, & geothermal—gross income	
	E Oil, gas, & geothermal—deductions	
	F Other AMT items	
16.	**Items affecting shareholder basis**	
	A Tax-exempt interest income	Form 1040, line 8b
	B Other tax-exempt income	See the Shareholder's Instructions
	C Nondeductible expenses	
	D Distributions	
	E Repayment of loans from shareholders	
17.	**Other information**	
	A Investment income	Form 4952, line 4a
	B Investment expenses	Form 4952, line 5
	C Qualified rehabilitation expenditures (other than rental real estate)	See the Shareholder's Instructions
	D Basis of energy property	See the Shareholder's Instructions
	E Recapture of low-income housing credit (section 42(j)(5))	Form 8611, line 8
	F Recapture of low-income housing credit (other)	Form 8611, line 8
	G Recapture of investment credit	See Form 4255
	H Recapture of other credits	See the Shareholder's Instructions
	I Look-back interest—completed long-term contracts	See Form 8697
	J Look-back interest—income forecast method	See Form 8866
	K Dispositions of property with section 179 deductions	See the Shareholder's Instructions
	L Recapture of section 179 deduction	
	M Section 453(i)(3) information	
	N Section 453A(c) information	
	O Section 1260(b) information	
	P Interest allocable to production expenditures	
	Q CCF nonqualified withdrawals	
	R Depletion information—oil and gas	
	S Amortization of reforestation costs	
	T Section 108(i) information	
	U Other information	

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Schedule K-1 (Form 1120S)
Department of the Treasury
Internal Revenue Service

2010

For calendar year 2010, or tax year beginning _____, 2010
ending _____, 20____

☐ Final K-1 ☐ Amended K-1 OMB No. 1545-0130

Shareholder's Share of Income, Deductions, Credits, etc.

▶ See back of form and separate instructions.

Part I Information About the Corporation

A Corporation's employer identification number
20-5290314

B Corporation's name, address, city, state, and ZIP code
LIC HOLDINGS INC
950 PENINSULA CORPORATE CIRCLE, SUITE 3010
BOCA RATON, FL 33487

C IRS Center where corporation filed return
OGDEN, UT

Part II Information About the Shareholder

D Shareholder's identifying number
212-54-9407

E Shareholder's name, address, city, state, and ZIP code
WILLIAM STANSBURY
6920 CAVIRO LANE
BOYNTON BEACH, FL 33437

F Shareholder's percentage of stock ownership for tax year . . . . . 10 %

For IRS Use Only

Part III Shareholder's Share of Current Year Income, Deductions, Credits, and Other Items

1	Ordinary business income (loss) 58,741	13	Credits
2	Net rental real estate income (loss)		
3	Other net rental income (loss)		
4	Interest income 4,470		
5a	Ordinary dividends		
5b	Qualified dividends	14	Foreign transactions
6	Royalties		
7	Net short-term capital gain (loss)		
8a	Net long-term capital gain (loss)		
8b	Collectibles (28%) gain (loss)		
8c	Unrecaptured section 1250 gain		
9	Net section 1231 gain (loss)		
10	Other income (loss)	15 A	Alternative minimum tax (AMT) items 0
11	Section 179 deduction	16 C	Items affecting shareholder basis 1,742
12 A	Other deductions 710		
		17 A	Other information 4,470

* See attached statement for additional information.

This list identifies the codes used on Schedule K-1 for all shareholders and provides summarized reporting information for shareholders who file Form 1040. For detailed reporting and filing information, see the separate Shareholder's Instructions for Schedule K-1 and the instructions for your income tax return.

		Report on
1.	**Ordinary business income (loss).** Determine whether the income (loss) is passive or nonpassive and enter on your return as follows:	
	Passive loss	See the Shareholder's Instructions
	Passive income	Schedule E, line 28, column (g)
	Nonpassive loss	Schedule E, line 28, column (h)
	Nonpassive income	Schedule E, line 28, column (i)
2.	**Net rental real estate income (loss)**	See the Shareholder's Instructions
3.	**Other net rental income (loss)**	
	Net income	Schedule E, line 28, column (g)
	Net loss	See the Shareholder's Instructions
4.	**Interest income**	Form 1040, line 8a
5a.	**Ordinary dividends**	Form 1040, line 9a
5b.	**Qualified dividends**	Form 1040, line 9b
6.	**Royalties**	Schedule E, line 4
7.	**Net short-term capital gain (loss)**	Schedule D, line 5, column (f)
8a.	**Net long-term capital gain (loss)**	Schedule D, line 12, column (f)
8b.	**Collectibles (28%) gain (loss)**	28% Rate Gain Worksheet, line 4 (Schedule D instructions)
8c.	**Unrecaptured section 1250 gain**	See the Shareholder's Instructions
9.	**Net section 1231 gain (loss)**	See the Shareholder's Instructions
10.	**Other income (loss)**	
	Code	
	A Other portfolio income (loss)	See the Shareholder's Instructions
	B Involuntary conversions	See the Shareholder's Instructions
	C Sec. 1256 contracts & straddles	Form 6781, line 1
	D Mining exploration costs recapture	See Pub. 535
	E Other income (loss)	See the Shareholder's Instructions
11.	**Section 179 deduction**	See the Shareholder's Instructions
12.	**Other deductions**	
	A Cash contributions (50%)	See the Shareholder's Instructions
	B Cash contributions (30%)	
	C Noncash contributions (50%)	
	D Noncash contributions (30%)	
	E Capital gain property to a 50% organization (30%)	
	F Capital gain property (20%)	
	G Contributions (100%)	
	H Investment interest expense	Form 4952, line 1
	I Deductions—royalty income	Schedule E, line 18
	J Section 59(e)(2) expenditures	See the Shareholder's Instructions
	K Deductions—portfolio (2% floor)	Schedule A, line 23
	L Deductions—portfolio (other)	Schedule A, line 28
	M Preproductive period expenses	See the Shareholder's Instructions
	N Commercial revitalization deduction from rental real estate activities	See Form 8582 instructions
	O Reforestation expense deduction	See the Shareholder's Instructions
	P Domestic production activities information	See Form 8903 instructions
	Q Qualified production activities income	Form 8903, line 7b
	R Employer's Form W-2 wages	Form 8903, line 17
	S Other deductions	See the Shareholder's Instructions
13.	**Credits**	
	A Low-income housing credit (section 42(j)(5)) from pre-2008 buildings	See the Shareholder's Instructions
	B Low-income housing credit (other) from pre-2008 buildings	See the Shareholder's Instructions
	C Low-income housing credit (section 42(j)(5)) from post-2007 buildings	Form 8586, line 11
	D Low-income housing credit (other) from post-2007 buildings	Form 8586, line 11
	E Qualified rehabilitation expenditures (rental real estate)	See the Shareholder's Instructions
	F Other rental real estate credits	
	G Other rental credits	
	H Undistributed capital gains credit	Form 1040, line 71, box a
	I Alcohol and cellulosic biofuel fuels credit	Form 6478, line 8
	J Work opportunity credit	Form 5884, line 3
	K Disabled access credit	See the Shareholder's Instructions
	L Empowerment zone and renewal community employment credit	Form 8844, line 3
	M Credit for increasing research activities	See the Shareholder's Instructions
	N Credit for employer social security and Medicare taxes	Form 8846, line 5
	O Backup withholding	Form 1040, line 61
	P Other credits	See the Shareholder's Instructions
14.	**Foreign transactions**	
	A Name of country or U.S. possession	Form 1116, Part I
	B Gross income from all sources	
	C Gross income sourced at shareholder level	
	Foreign gross income sourced at corporate level	
	D Passive category	Form 1116, Part I
	E General category	
	F Other	
	Deductions allocated and apportioned at shareholder level	
	G Interest expense	Form 1116, Part I
	H Other	Form 1116, Part I
	Deductions allocated and apportioned at corporate level to foreign source income	
	I Passive category	Form 1116, Part I
	J General category	
	K Other	
	Other information	
	L Total foreign taxes paid	Form 1116, Part II
	M Total foreign taxes accrued	Form 1116, Part II
	N Reduction in taxes available for credit	Form 1116, line 12
	O Foreign trading gross receipts	Form 8873
	P Extraterritorial income exclusion	Form 8873
	Q Other foreign transactions	See the Shareholder's Instructions
15.	**Alternative minimum tax (AMT) items**	
	A Post-1986 depreciation adjustment	See the Shareholder's Instructions and the Instructions for Form 6251
	B Adjusted gain or loss	
	C Depletion (other than oil & gas)	
	D Oil, gas, & geothermal—gross income	
	E Oil, gas, & geothermal—deductions	
	F Other AMT items	
16.	**Items affecting shareholder basis**	
	A Tax-exempt interest income	Form 1040, line 8b
	B Other tax-exempt income	See the Shareholder's Instructions
	C Nondeductible expenses	
	D Distributions	
	E Repayment of loans from shareholders	
17.	**Other information**	
	A Investment income	Form 4952, line 4a
	B Investment expenses	Form 4952, line 5
	C Qualified rehabilitation expenditures (other than rental real estate)	See the Shareholder's Instructions
	D Basis of energy property	See the Shareholder's Instructions
	E Recapture of low-income housing credit (section 42(j)(5))	Form 8611, line 8
	F Recapture of low-income housing credit (other)	Form 8611, line 8
	G Recapture of investment credit	See Form 4255
	H Recapture of other credits	See the Shareholder's Instructions
	I Look-back interest—completed long-term contracts	See Form 8697
	J Look-back interest—income forecast method	See Form 8866
	K Dispositions of property with section 179 deductions	See the Shareholder's Instructions
	L Recapture of section 179 deduction	
	M Section 453(l)(3) information	
	N Section 453A(c) information	
	O Section 1260(b) information	
	P Interest allocable to production expenditures	
	Q CCF nonqualified withdrawals	
	R Depletion information—oil and gas	
	S Amortization of reforestation costs	
	T Section 108(i) information	
	U Other information	

Credits

10/12/12	opening balance	$15,062.42
11/2/12	Wells Fargo	206.63
1/18/13	US Life Insurance	50,800.08
1/25/13	Legacy Bank acct tsfr	369.25
2/15/13	Monarch Life Ins. & US Treasury	4,360.00
9/25/13	Cincinnati Life Ins	7,685.00

Debits

	ck #		
11/1/12	282490	$6,448.55	T&S
11/8/12	282491	862.94	T&S
12/14/12	282492	5,876.20	T&S
5/30/13	503	237.50	jewelry appraisal
6/10/13	504	3,797.50	Manceri
6/24/13	505	20,000.00	T&S
6/26/13	506	301.73	T&S costs
9/17/13	507	1,448.00	Manceri

Account Title	Post Date	Description	Credit($)	Debit($)
SIMON L BERNSTEIN TRUST	10/22/2013	CHECK TRAN DATE:20131022 POSTING DATE:20131022 CHECK NUMBER:107		8,277.00
SIMON L BERNSTEIN TRUST	10/03/2013	CHECK TRAN DATE:20131003 POSTING DATE:20131003 CHECK NUMBER:106		15,146.12
SIMON L BERNSTEIN TRUST	12/26/2012	CHECK TRAN DATE:20121226 POSTING DATE:20121226 CHECK NUMBER:101		8,237.60
SIMON L BERNSTEIN TRUST	12/26/2012	CHECK TRAN DATE:20121226 POSTING DATE:20121226 CHECK NUMBER:104		500.00
SIMON L BERNSTEIN TRUST	12/26/2012	CHECK TRAN DATE:20121226 POSTING DATE:20121226 CHECK NUMBER:105		500.00
SIMON L BERNSTEIN TRUST	12/26/2012	CHECK TRAN DATE:20121226 POSTING DATE:20121226 CHECK NUMBER:102		595.05
SIMON L BERNSTEIN TRUST	12/26/2012	CHECK TRAN DATE:20121226 POSTING DATE:20121226 CHECK NUMBER:103		500.00
SIMON L BERNSTEIN TRUST	11/02/2012	FUNDS TRANSFERRED FROM PRN A/C# W5000 TO DDA A/C# 8083 AS REQUESTED	39,000.00	
SIMON L BERNSTEIN TRUST	10/23/2012	FUNDS TRANSFERRED FROM PRN A/C# A0007 TO DDA A/C# 8083 AS REQUESTED	60,000.00	
			99,000.00	**33,755.77**

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Account Title	Post Date	Description	Credit($)	Debit($)
ESTATE OF SIMON L. BERNSTEIN	08/29/2013	CHECK TRAN DATE:20130829 POSTING DATE:20130829 CHECK NUMBER:106	T+S	12,000.00
ESTATE OF SIMON L. BERNSTEIN	08/26/2013	CHECK TRAN DATE:20130826 POSTING DATE:20130826 CHECK NUMBER:105	Manc	7,009.50
ESTATE OF SIMON L. BERNSTEIN	06/27/2013	CHECK TRAN DATE:20130627 POSTING DATE:20130627 CHECK NUMBER:104	T+S	20,000.00
ESTATE OF SIMON L. BERNSTEIN	12/26/2012	CHECK TRAN DATE:20121226 POSTING DATE:20121226 CHECK NUMBER:103	Taxes	2,861.25
ESTATE OF SIMON L. BERNSTEIN	11/05/2012	FUNDS TRANSFERRED FROM DDA A/C# 97231 TO DDA A/C# 15220 AS REQUESTED	0.26	
ESTATE OF SIMON L. BERNSTEIN	11/01/2012	CHECK TRAN DATE:20121101 POSTING DATE:20121101 CHECK NUMBER:101	T+S	25,000.00
ESTATE OF SIMON L. BERNSTEIN	10/24/2012	FUNDS TRANSFERRED FROM DDA A/C# 97231 TO DDA A/C# 15220 AS REQUESTED	67,402.08	
			67,402.34	**66,870.75**

S. Estate

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Account Title	Post Date	Description	Credit($)	Debit($)
SHIRLEY BERNSTEIN TRUST	10/25/2013	WAC ORIG CO NAME:FPL DIRECT DEBIT ORIG ID:3590247775 DESC DATE:10/13 CO ENTRY DESCR:ELEC PYMT SEC:TEL TRACE#:111000010146509 EED:131025 IND ID:5311150311 TELV IND NAME:THE BERNSTEIN FAMILY R 0000000000000000000 TRN: 2970146509TC		536.79
SHIRLEY BERNSTEIN TRUST	10/24/2013	INTERNAL TRANSFER OF FUNDS AS REQUESTED		120.00
SHIRLEY BERNSTEIN TRUST	10/24/2013	CHECK TRAN DATE:20131024 POSTING DATE:20131024 CHECK NUMBER:230		5,000.00
SHIRLEY BERNSTEIN TRUST	10/21/2013	CHECK TRAN DATE:20131021 POSTING DATE:20131021 CHECK NUMBER:226		20,000.00
SHIRLEY BERNSTEIN TRUST	10/21/2013	CHECK TRAN DATE:20131021 POSTING DATE:20131021 CHECK NUMBER:228		225.00
SHIRLEY BERNSTEIN TRUST	10/21/2013	CHECK TRAN DATE:20131021 POSTING DATE:20131021 CHECK NUMBER:222		33.89
SHIRLEY BERNSTEIN TRUST	10/18/2013	CHECK TRAN DATE:20131018 POSTING DATE:20131018 CHECK NUMBER:223		423.00
SHIRLEY BERNSTEIN TRUST	10/18/2013	CHECK TRAN DATE:20131018 POSTING DATE:20131018 CHECK NUMBER:224		5,460.28
SHIRLEY BERNSTEIN TRUST	10/18/2013	CHECK TRAN DATE:20131018 POSTING DATE:20131018 CHECK NUMBER:225		1,616.52
SHIRLEY BERNSTEIN TRUST	10/15/2013	CHECK TRAN DATE:20131015 POSTING DATE:20131015 CHECK NUMBER:227		5,800.00
SHIRLEY BERNSTEIN TRUST	10/15/2013	CHECK TRAN DATE:20131015 POSTING DATE:20131015 CHECK NUMBER:221		275.00
SHIRLEY BERNSTEIN TRUST	10/11/2013	FPL DIRECT DEBIT ELEC PYMT 1125914323 TELV TEL ID: 3590247775		696.81
SHIRLEY BERNSTEIN TRUST	10/08/2013	CHECK TRAN DATE:20131008 POSTING DATE:20131008 CHECK NUMBER:218		3,750.00
SHIRLEY BERNSTEIN TRUST	10/08/2013	CHECK TRAN DATE:20131008 POSTING DATE:20131008 CHECK NUMBER:216		2,811.86
SHIRLEY BERNSTEIN TRUST	10/07/2013	CHECK TRAN DATE:20131007 POSTING DATE:20131007 CHECK NUMBER:220		250.50
SHIRLEY BERNSTEIN TRUST	10/04/2013	CHECK TRAN DATE:20131004 POSTING DATE:20131004 CHECK NUMBER:217		197.00
SHIRLEY BERNSTEIN TRUST	10/04/2013	CHECK TRAN DATE:20131004 POSTING DATE:20131004 CHECK NUMBER:219		10,000.00
SHIRLEY BERNSTEIN TRUST	10/03/2013	CHECK TRAN DATE:20131003 POSTING DATE:20131003 CHECK NUMBER:214		2,000.00
SHIRLEY BERNSTEIN TRUST	09/30/2013	CHECK TRAN DATE:20130930 POSTING DATE:20130930 CHECK NUMBER:215		185.00
SHIRLEY BERNSTEIN TRUST	09/24/2013	CHECK TRAN DATE:20130924 POSTING DATE:20130924 CHECK NUMBER:212		40,929.00
SHIRLEY BERNSTEIN TRUST	09/23/2013	CHECK TRAN DATE:20130923 POSTING DATE:20130923 CHECK NUMBER:213		267.50
SHIRLEY BERNSTEIN TRUST	09/17/2013	CHECK TRAN DATE:20130917 POSTING DATE:20130917 CHECK NUMBER:210		978.58
SHIRLEY BERNSTEIN TRUST	09/16/2013	CHECK TRAN DATE:20130916 POSTING DATE:20130916 CHECK NUMBER:208		846.00
SHIRLEY BERNSTEIN TRUST	09/16/2013	CHECK TRAN DATE:20130916 POSTING DATE:20130916 CHECK NUMBER:211		211.00
SHIRLEY BERNSTEIN TRUST	09/16/2013	CHECK TRAN DATE:20130916 POSTING DATE:20130916 CHECK NUMBER:209		17.00

Account Title	Post Date	Description	Credit($)	Debit($)
SHIRLEY BERNSTEIN TRUST	09/12/2013	CHECK TRAN DATE:20130912 POSTING DATE:20130912 CHECK NUMBER:207		25,000.00
SHIRLEY BERNSTEIN TRUST	09/09/2013	CHECK TRAN DATE:20130909 POSTING DATE:20130909 CHECK NUMBER:205		267.50
SHIRLEY BERNSTEIN TRUST	09/09/2013	CHECK TRAN DATE:20130909 POSTING DATE:20130909 CHECK NUMBER:206		10,000.00
SHIRLEY BERNSTEIN TRUST	09/09/2013	CHECK TRAN DATE:20130909 POSTING DATE:20130909 CHECK NUMBER:203		1,428.98
SHIRLEY BERNSTEIN TRUST	09/06/2013	CHECK TRAN DATE:20130906 POSTING DATE:20130906 CHECK NUMBER:204		423.00
SHIRLEY BERNSTEIN TRUST	09/06/2013	FEDWIRE DEBIT VIA: NORTHERN CHGO/071000152 A/C: INCOMING TRUST WIRE ACCOUNT BEN: PAM SIMON TRUSTEE FBO MOLLY SIDTD 07 25 2012 IMAD: C005851 TRN: 249ES		80,000.00
SHIRLEY BERNSTEIN TRUST	09/06/2013	FEDWIRE DEBIT VIA: FNB OMAHA/0016 A/C: TD AMERITRADE CLEARING INC BEN: JILL B LANTONI TR FBO SIMON BERNSTEIN TRUST UA 9 13 12 REF:/TIME/17:26 IMAD: C004920 TRN: 249ES		80,000.00
SHIRLEY BERNSTEIN TRUST	09/06/2013	FEDWIRE DEBIT VIA: CITIBANK NYC/0089 A/C: GOLDMAN SACHS AND CO BEN: MAX FRIEDSTEIN UNDER THE SIMONBERNSTEIN TRUST REF: FBO MAX FRIEDSTEIN UNDER THE SIMON L BERNSTEIN TRUST IMAD: C004338 TRN: 249ES		80,000.00
SHIRLEY BERNSTEIN TRUST	09/06/2013	FEDWIRE DEBIT VIA: FNB OMAHA/0016 A/C: TD AMERITRADE CLEARING INC BEN: TED BERNSTEIN TR FBO MICHAEL TRUST UL JULY 25 2012 REF:/TIME/17:24 IMAD: C004879 TRN: 249ES		80,000.00
SHIRLEY BERNSTEIN TRUST	09/06/2013	FEDWIRE DEBIT VIA: CITIBANK NYC/0089 A/C: GOLDMAN SACHS AND CO BEN: CARLEY FRIEDSTEIN UNDER THE SIL BERNSTEIN TRUST REF: FBO CARLEY FRIEDSTEIN UNDER THE SIMON L BERNSTEIN TRUST IMAD: C008521 TRN: 249ES		80,000.00
SHIRLEY BERNSTEIN TRUST	09/06/2013	FEDWIRE DEBIT VIA: FNB OMAHA/0016 A/C: TD AMERITRADE CLEARING INC BEN: TED BERNSTEIN TR FBO ERIC BERNJULY 25 2012 REF:/TIME/17:24 IMAD: C004876 TRN: 249ES		80,000.00
SHIRLEY BERNSTEIN TRUST	09/06/2013	FEDWIRE DEBIT VIA: FNB OMAHA/0016 A/C: TD AMERITRADE CLEARING INC BEN: TED BERNSTEIN TR FBO ALEXANDRATRUST UL JULY 25 2012 REF:/TIME/16:58 IMAD:C005239 TRN: 249ES		80,000.00
SHIRLEY BERNSTEIN TRUST	09/05/2013	FPL DIRECT DEBIT ELEC PYMT 1125914323 TELV TEL ID: 3590247775		1,527.09
SHIRLEY BERNSTEIN TRUST	09/03/2013	CHECK TRAN DATE:20130903 POSTING DATE:20130903 CHECK NUMBER:202		170.00
SHIRLEY BERNSTEIN TRUST	08/30/2013	CHECK TRAN DATE:20130830 POSTING DATE:20130830 CHECK NUMBER:199		25.40

Account Title	Post Date	Description	Credit($)	Debit($)
SHIRLEY BERNSTEIN TRUST	08/30/2013	CHECK TRAN DATE:20130830 POSTING DATE:20130830 CHECK NUMBER:201		1,653.50
SHIRLEY BERNSTEIN TRUST	08/29/2013	CHECK TRAN DATE:20130829 POSTING DATE:20130829 CHECK NUMBER:200		280.00
SHIRLEY BERNSTEIN TRUST	08/26/2013	CHECK TRAN DATE:20130826 POSTING DATE:20130826 CHECK NUMBER:198		125.00
SHIRLEY BERNSTEIN TRUST	08/22/2013	CHECK TRAN DATE:20130822 POSTING DATE:20130822 CHECK NUMBER:197		10,000.00
SHIRLEY BERNSTEIN TRUST	08/20/2013	CHECK TRAN DATE:20130820 POSTING DATE:20130820 CHECK NUMBER:193		5,695.00
SHIRLEY BERNSTEIN TRUST	08/19/2013	CHECK TRAN DATE:20130819 POSTING DATE:20130819 CHECK NUMBER:195		160.00
SHIRLEY BERNSTEIN TRUST	08/16/2013	CHECK TRAN DATE:20130816 POSTING DATE:20130816 CHECK NUMBER:192		109.32
SHIRLEY BERNSTEIN TRUST	08/15/2013	CHECK TRAN DATE:20130815 POSTING DATE:20130815 CHECK NUMBER:194		3,000.00
SHIRLEY BERNSTEIN TRUST	08/12/2013	CHECK TRAN DATE:20130812 POSTING DATE:20130812 CHECK NUMBER:191		165.00
SHIRLEY BERNSTEIN TRUST	08/08/2013	PCG AIGPCGPAYS AIGPCG000239178 TEL ID: 1061078320		1,266.00
SHIRLEY BERNSTEIN TRUST	08/06/2013	CHECK TRAN DATE:20130806 POSTING DATE:20130806 CHECK NUMBER:188		1,432.42
SHIRLEY BERNSTEIN TRUST	08/05/2013	CHECK TRAN DATE:20130805 POSTING DATE:20130805 CHECK NUMBER:190		15,000.00
SHIRLEY BERNSTEIN TRUST	08/02/2013	CHECK TRAN DATE:20130802 POSTING DATE:20130802 CHECK NUMBER:189		200.00
SHIRLEY BERNSTEIN TRUST	07/24/2013	CHECK TRAN DATE:20130724 POSTING DATE:20130724 CHECK NUMBER:185		2,473.80
SHIRLEY BERNSTEIN TRUST	07/19/2013	CHECK TRAN DATE:20130719 POSTING DATE:20130719 CHECK NUMBER:187		195.00
SHIRLEY BERNSTEIN TRUST	07/18/2013	CHECK TRAN DATE:20130718 POSTING DATE:20130718 CHECK NUMBER:186		2,600.00
SHIRLEY BERNSTEIN TRUST	07/17/2013	CHECK TRAN DATE:20130717 POSTING DATE:20130717 CHECK NUMBER:184		423.00
SHIRLEY BERNSTEIN TRUST	07/16/2013	CHECK TRAN DATE:20130716 POSTING DATE:20130716 CHECK NUMBER:183		1,499.52
SHIRLEY BERNSTEIN TRUST	07/15/2013	CHECK TRAN DATE:20130715 POSTING DATE:20130715 CHECK NUMBER:182		5,245.00
SHIRLEY BERNSTEIN TRUST	07/15/2013	CHECK TRAN DATE:20130715 POSTING DATE:20130715 CHECK NUMBER:181		232.50
SHIRLEY BERNSTEIN TRUST	07/12/2013	CHECK TRAN DATE:20130712 POSTING DATE:20130712 CHECK NUMBER:179		25.40
SHIRLEY BERNSTEIN TRUST	07/11/2013	CHECK TRAN DATE:20130711 POSTING DATE:20130711 CHECK NUMBER:180		60.00
SHIRLEY BERNSTEIN TRUST	07/08/2013	CHECK TRAN DATE:20130708 POSTING DATE:20130708 CHECK NUMBER:178		165.00
SHIRLEY BERNSTEIN TRUST	07/05/2013	CHECK TRAN DATE:20130705 POSTING DATE:20130705 CHECK NUMBER:177		2,819.62
SHIRLEY BERNSTEIN TRUST	07/03/2013	FPL DIRECT DEBIT ELEC PYMT 1125914323 TELV TEL ID: 3590247775		1,158.23
SHIRLEY BERNSTEIN TRUST	07/02/2013	CHECK TRAN DATE:20130702 POSTING DATE:20130702 CHECK NUMBER:174		70.00
SHIRLEY BERNSTEIN TRUST	07/02/2013	CHECK TRAN DATE:20130702 POSTING DATE:20130702 CHECK NUMBER:176		1,139.95
SHIRLEY BERNSTEIN TRUST	06/28/2013	CHECK TRAN DATE:20130628 POSTING DATE:20130628 CHECK NUMBER:175		129.14

Account Title	Post Date	Description	Credit($)	Debit($)
SHIRLEY BERNSTEIN TRUST	06/25/2013	CHECK TRAN DATE:20130625 POSTING DATE:20130625 CHECK NUMBER:173		80.00
SHIRLEY BERNSTEIN TRUST	06/25/2013	CHECK TRAN DATE:20130625 POSTING DATE:20130625 CHECK NUMBER:172		1,897.02
SHIRLEY BERNSTEIN TRUST	06/13/2013	CHECK TRAN DATE:20130613 POSTING DATE:20130613 CHECK NUMBER:171		60.00
SHIRLEY BERNSTEIN TRUST	06/13/2013	CHECK TRAN DATE:20130613 POSTING DATE:20130613 CHECK NUMBER:168		60.00
SHIRLEY BERNSTEIN TRUST	06/11/2013	CHECK TRAN DATE:20130611 POSTING DATE:20130611 CHECK NUMBER:169		25.40
SHIRLEY BERNSTEIN TRUST	06/11/2013	CHECK TRAN DATE:20130611 POSTING DATE:20130611 CHECK NUMBER:170		1,432.92
SHIRLEY BERNSTEIN TRUST	06/03/2013	CHECK TRAN DATE:20130603 POSTING DATE:20130603 CHECK NUMBER:167		440.00
SHIRLEY BERNSTEIN TRUST	05/30/2013	CHECK TRAN DATE:20130530 POSTING DATE:20130530 CHECK NUMBER:166		60.00
SHIRLEY BERNSTEIN TRUST	05/29/2013	CHECK TRAN DATE:20130529 POSTING DATE:20130529 CHECK NUMBER:163		4,755.37
SHIRLEY BERNSTEIN TRUST	05/28/2013	CHECK TRAN DATE:20130528 POSTING DATE:20130528 CHECK NUMBER:165		530.00
SHIRLEY BERNSTEIN TRUST	05/28/2013	CHECK TRAN DATE:20130528 POSTING DATE:20130528 CHECK NUMBER:162		175.00
SHIRLEY BERNSTEIN TRUST	05/24/2013	CHECK TRAN DATE:20130524 POSTING DATE:20130524 CHECK NUMBER:164		1,793.70
SHIRLEY BERNSTEIN TRUST	05/23/2013	CHECK TRAN DATE:20130523 POSTING DATE:20130523 CHECK NUMBER:161		70.00
SHIRLEY BERNSTEIN TRUST	05/23/2013	CHECK TRAN DATE:20130523 POSTING DATE:20130523 CHECK NUMBER:159		60.00
SHIRLEY BERNSTEIN TRUST	05/17/2013	CHECK TRAN DATE:20130517 POSTING DATE:20130517 CHECK NUMBER:160		615.07
SHIRLEY BERNSTEIN TRUST	05/16/2013	CHECK TRAN DATE:20130516 POSTING DATE:20130516 CHECK NUMBER:156		7,500.00
SHIRLEY BERNSTEIN TRUST	05/13/2013	CHECK TRAN DATE:20130513 POSTING DATE:20130513 CHECK NUMBER:157		2,602.40
SHIRLEY BERNSTEIN TRUST	05/10/2013	CHECK TRAN DATE:20130510 POSTING DATE:20130510 CHECK NUMBER:154		31.06
SHIRLEY BERNSTEIN TRUST	05/10/2013	CHECK TRAN DATE:20130510 POSTING DATE:20130510 CHECK NUMBER:155		60.00
SHIRLEY BERNSTEIN TRUST	05/10/2013	CHECK TRAN DATE:20130510 POSTING DATE:20130510 CHECK NUMBER:151		60.00
SHIRLEY BERNSTEIN TRUST	05/09/2013	INTERNAL TRANSFER OF FUNDS FROM 8117 TO W5000		85,000.00
SHIRLEY BERNSTEIN TRUST	05/09/2013	CHECK TRAN DATE:20130509 POSTING DATE:20130509 CHECK NUMBER:158		770.00
SHIRLEY BERNSTEIN TRUST	05/08/2013	CHECK TRAN DATE:20130508 POSTING DATE:20130508 CHECK NUMBER:152		1,897.02
SHIRLEY BERNSTEIN TRUST	05/08/2013	FPL DIRECT DEBIT ELEC PYMT 1125914323 TELV TEL ID: 3590247775		671.47
SHIRLEY BERNSTEIN TRUST	05/02/2013	CHECK TRAN DATE:20130502 POSTING DATE:20130502 CHECK NUMBER:153		1,205.82
SHIRLEY BERNSTEIN TRUST	04/29/2013	CHECK TRAN DATE:20130429 POSTING DATE:20130429 CHECK NUMBER:148		7,183.96
SHIRLEY BERNSTEIN TRUST	04/26/2013	CHECK TRAN DATE:20130426 POSTING DATE:20130426 CHECK NUMBER:150		60.00
SHIRLEY BERNSTEIN TRUST	04/19/2013	CHECK TRAN DATE:20130419 POSTING DATE:20130419 CHECK NUMBER:147		200.00

Account Title	Post Date	Description	Credit($)	Debit($)
SHIRLEY BERNSTEIN TRUST	04/19/2013	FEDWIRE CREDIT VIA: BANK OF AMERICA, N.A./9593 B/O: ALL REGENCY TITLE COMPANY BOCA RATON, FL 33431-6300 REF: CHASE NYC/CTR/BNF=SHIRLEY BERNSTEIN TRUST AGREEMENT, BOCA RATON FL 33487-/AC-4780 RFB=O/B BK AMER NYC OBI=SALES PROCEEDS OUR FIIMAD : R006008 TRN: 9109FF	1,416,573.72	
SHIRLEY BERNSTEIN TRUST	04/12/2013	CHECK TRAN DATE:20130412 POSTING DATE:20130412 CHECK NUMBER:146		457.26
SHIRLEY BERNSTEIN TRUST	04/12/2013	CHECK TRAN DATE:20130412 POSTING DATE:20130412 CHECK NUMBER:144		28.23
SHIRLEY BERNSTEIN TRUST	04/11/2013	INTERNAL TRANSFER OF FUNDS FROM W5000 TO 8117	35,000.00	
SHIRLEY BERNSTEIN TRUST	04/11/2013	CHECK TRAN DATE:20130411 POSTING DATE:20130411 CHECK NUMBER:145		423.00
SHIRLEY BERNSTEIN TRUST	04/10/2013	FPL DIRECT DEBIT ELEC PYMT 6696986220 TELV TEL ID: 3590247775		57.87
SHIRLEY BERNSTEIN TRUST	04/10/2013	FPL DIRECT DEBIT ELEC PYMT 1125914323 TELV TEL ID: 3590247775		411.15
SHIRLEY BERNSTEIN TRUST	04/04/2013	CHECK TRAN DATE:20130404 POSTING DATE:20130404 CHECK NUMBER:142		676.00
SHIRLEY BERNSTEIN TRUST	03/25/2013	CHECK TRAN DATE:20130325 POSTING DATE:20130325 CHECK NUMBER:140		900.00
SHIRLEY BERNSTEIN TRUST	03/22/2013	CHECK TRAN DATE:20130322 POSTING DATE:20130322 CHECK NUMBER:141		713.96
SHIRLEY BERNSTEIN TRUST	03/14/2013	CHECK TRAN DATE:20130314 POSTING DATE:20130314 CHECK NUMBER:139		773.95
SHIRLEY BERNSTEIN TRUST	03/14/2013	FPL DIRECT DEBIT ELEC PYMT 6696986220 TELV TEL ID: 3590247775		177.15
SHIRLEY BERNSTEIN TRUST	03/14/2013	FPL DIRECT DEBIT ELEC PYMT 1125914323 TELV TEL ID: 3590247775		2,109.64
SHIRLEY BERNSTEIN TRUST	03/07/2013	CHECK TRAN DATE:20130307 POSTING DATE:20130307 CHECK NUMBER:138		664.67
SHIRLEY BERNSTEIN TRUST	03/04/2013	CHECK TRAN DATE:20130304 POSTING DATE:20130304 CHECK NUMBER:135		82.95
SHIRLEY BERNSTEIN TRUST	03/01/2013	OVERDRAFT INTEREST CHARGE 02 01 - 28,2013 BALANCE ON WHICH INTEREST IS COMPUTED: $1,209 EFFECTIVE RATE: 07.24% TRN: 170XO		6.81
SHIRLEY BERNSTEIN TRUST	03/01/2013	CHECK TRAN DATE:20130301 POSTING DATE:20130301 CHECK NUMBER:136		3,070.41
SHIRLEY BERNSTEIN TRUST	02/28/2013	CHECK TRAN DATE:20130228 POSTING DATE:20130228 CHECK NUMBER:137		762.29
SHIRLEY BERNSTEIN TRUST	02/28/2013	CHECK # 134 FPL PAYMENT CTR BILL PYMT ARC ID: LBX025576		472.46
SHIRLEY BERNSTEIN TRUST	02/21/2013	CHECK TRAN DATE:20130221 POSTING DATE:20130221 CHECK NUMBER:133		575.00
SHIRLEY BERNSTEIN TRUST	02/20/2013	CHECK TRAN DATE:20130220 POSTING DATE:20130220 CHECK NUMBER:132		21,382.13
SHIRLEY BERNSTEIN TRUST	02/20/2013	CHECK TRAN DATE:20130220 POSTING DATE:20130220 CHECK NUMBER:130		600.00
SHIRLEY BERNSTEIN TRUST	02/19/2013	CHECK TRAN DATE:20130219 POSTING DATE:20130219 CHECK NUMBER:131		423.00
SHIRLEY BERNSTEIN TRUST	02/08/2013	CHECK TRAN DATE:20130208 POSTING DATE:20130208 CHECK NUMBER:129		1,575.00

Account Title	Post Date	Description	Credit($)	Debit($)
SHIRLEY BERNSTEIN TRUST	02/05/2013	FUNDS TRANSFERRED FROM ASSET AC# W5000 TO DDA AC# 8117 AS REQUESTED	50,000.00	
SHIRLEY BERNSTEIN TRUST	02/05/2013	CHECK TRAN DATE:20130205 POSTING DATE:20130205 CHECK NUMBER:127		110.00
SHIRLEY BERNSTEIN TRUST	02/05/2013	CHECK TRAN DATE:20130205 POSTING DATE:20130205 CHECK NUMBER:125		38.00
SHIRLEY BERNSTEIN TRUST	02/04/2013	CHECK TRAN DATE:20130204 POSTING DATE:20130204 CHECK NUMBER:128		1,429.90
SHIRLEY BERNSTEIN TRUST	02/01/2013	OVERDRAFT INTEREST CHARGE 01 01 - 31,2013 BALANCE ON WHICH INTEREST IS COMPUTED: $1,618 EFFECTIVE RATE: 07.24% TRN: 0321000203XO		10.09
SHIRLEY BERNSTEIN TRUST	01/31/2013	CHECK TRAN DATE:20130131 POSTING DATE:20130131 CHECK NUMBER:126		1,085.00
SHIRLEY BERNSTEIN TRUST	01/25/2013	CHECK TRAN DATE:20130125 POSTING DATE:20130125 CHECK NUMBER:124		10,234.13
SHIRLEY BERNSTEIN TRUST	01/24/2013	FPL DIRECT DEBIT ELEC PYMT 6696986220 TELV TEL ID: 3590247775		79.26
SHIRLEY BERNSTEIN TRUST	01/24/2013	FPL DIRECT DEBIT ELEC PYMT 1125914323 TELV TEL ID: 3590247775		471.73
SHIRLEY BERNSTEIN TRUST	01/18/2013	CHECK TRAN DATE:20130118 POSTING DATE:20130118 CHECK NUMBER:122		423.00
SHIRLEY BERNSTEIN TRUST	01/17/2013	CHECK TRAN DATE:20130117 POSTING DATE:20130117 CHECK NUMBER:123		30,000.00
SHIRLEY BERNSTEIN TRUST	01/08/2013	CHECK TRAN DATE:20130108 POSTING DATE:20130108 CHECK NUMBER:121		255.00
SHIRLEY BERNSTEIN TRUST	01/04/2013	CHECK TRAN DATE:20130104 POSTING DATE:20130104 CHECK NUMBER:119		700.00
SHIRLEY BERNSTEIN TRUST	01/04/2013	FPL DIRECT DEBIT ELEC PYMT 6696986220 TELV TEL ID: 3590247775		122.71
SHIRLEY BERNSTEIN TRUST	12/27/2012	FPL DIRECT DEBIT ELEC PYMT 1125914323 TELV TEL ID: 3590247775		449.36
SHIRLEY BERNSTEIN TRUST	12/27/2012	PBC WATER UTILI WATER BILL 1000104908 PPD ID: 1596000785		418.17
SHIRLEY BERNSTEIN TRUST	12/26/2012	CHECK TRAN DATE:20121226 POSTING DATE:20121226 CHECK NUMBER:116		8,237.60
SHIRLEY BERNSTEIN TRUST	12/26/2012	CHECK TRAN DATE:20121226 POSTING DATE:20121226 CHECK NUMBER:117		595.05
SHIRLEY BERNSTEIN TRUST	12/26/2012	CHECK TRAN DATE:20121226 POSTING DATE:20121226 CHECK NUMBER:120		671.26
SHIRLEY BERNSTEIN TRUST	12/26/2012	CHECK TRAN DATE:20121226 POSTING DATE:20121226 CHECK NUMBER:114		2,855.80
SHIRLEY BERNSTEIN TRUST	12/14/2012	CHECK TRAN DATE:20121214 POSTING DATE:20121214 CHECK NUMBER:113		272.00
SHIRLEY BERNSTEIN TRUST	12/12/2012	CHECK TRAN DATE:20121212 POSTING DATE:20121212 CHECK NUMBER:110		11,764.10
SHIRLEY BERNSTEIN TRUST	12/11/2012	CHECK TRAN DATE:20121211 POSTING DATE:20121211 CHECK NUMBER:112		550.00
SHIRLEY BERNSTEIN TRUST	11/30/2012	CHECK TRAN DATE:20121130 POSTING DATE:20121130 CHECK NUMBER:109		275.00
SHIRLEY BERNSTEIN TRUST	11/30/2012	FPL DIRECT DEBIT ELEC PYMT 6696986220 TELV TEL ID: 3590247775		697.16
SHIRLEY BERNSTEIN TRUST	11/30/2012	FPL DIRECT DEBIT ELEC PYMT 1125914323 TELV TEL ID: 3590247775		1,920.59

Account Title	Post Date	Description	Credit($)	Debit($)
SHIRLEY BERNSTEIN TRUST	11/29/2012	CHECK TRAN DATE:20121129 POSTING DATE:20121129 CHECK NUMBER:108		320.00
SHIRLEY BERNSTEIN TRUST	11/16/2012	CHECK TRAN DATE:20121116 POSTING DATE:20121116 CHECK NUMBER:107		1,172.50
SHIRLEY BERNSTEIN TRUST	11/08/2012	CHECK TRAN DATE:20121108 POSTING DATE:20121108 CHECK NUMBER:106		1,382.91
SHIRLEY BERNSTEIN TRUST	11/08/2012	CHECK TRAN DATE:20121108 POSTING DATE:20121108 CHECK NUMBER:105		13,221.00
SHIRLEY BERNSTEIN TRUST	11/02/2012	FUNDS TRANSFERRED FROM PRN A/C# W5000 TO DDA A/C# 8117 AS REQUESTED	39,000.00	
SHIRLEY BERNSTEIN TRUST	11/01/2012	CHECK TRAN DATE:20121101 POSTING DATE:20121101 CHECK NUMBER:104		735.00
SHIRLEY BERNSTEIN TRUST	11/01/2012	CHECK TRAN DATE:20121101 POSTING DATE:20121101 CHECK NUMBER:102		5,502.16
SHIRLEY BERNSTEIN TRUST	11/01/2012	CHECK TRAN DATE:20121101 POSTING DATE:20121101 CHECK NUMBER:103		690.00
SHIRLEY BERNSTEIN TRUST	10/30/2012	CHECK TRAN DATE:20121030 POSTING DATE:20121030 CHECK NUMBER:101		11,996.75
SHIRLEY BERNSTEIN TRUST	10/23/2012	FUNDS TRANSFERRED FROM PRN A/C# A0007 TO DDA A/C# 8117 AS REQUESTED	60,000.00	
			1,600,573.72	**1,023,119.47**

*This presentation has been prepared for information purposes only. Nothing in this material is intended to be a solicitation for any product or service offered by JPMorgan Private Bank or any of its affiliates. Information contained herein has been obtained from sources believed to be reliable but we do not guarantee its accuracy or completeness and accept no responsibility for any direct or consequential losses arising from its use. Workstation Data as of October 25, 2013

Account Name	Tax Code Description	Description	Quantity	Cost($)	Principal($)	Income($)	Symbol	Post Date
BERNSTEIN FAMILY LLLP	Dividend	@ 0.19 PER SHARE GENERAL ELECTRIC CO	1,500.00	0.00	0.00	285.00	GE	10/25/2013
BERNSTEIN FAMILY LLLP	Dividend	KIMBERLY-CLARK CORP @ 0.81 PER SHARE	250.00	202.50	202.50	0.00	KMB	10/02/2013
BERNSTEIN FAMILY LLLP	Interest	DEPOSIT SWEEP INTEREST FOR 09/01/13 - 09/30/13 @ .01% RATE ON AVG COLLECTED BALANCE OF $98,085.64 AS OF 10/01/13	0.00	0.90	0.90	0.00		10/01/2013
BERNSTEIN FAMILY LLLP	Dividend	EATON VANCE TAX-MANAGED GLOBAL DIVERSIFIED EQUITY INCOME FUND @ 0.0813 PER SHARE	2,000.00	162.60	162.60	0.00	EXG	09/30/2013
BERNSTEIN FAMILY LLLP	Dividend	MC DONALDS CORP @ 0.77 PER SHARE	500.00	385.00	385.00	0.00	MCD	09/17/2013
BERNSTEIN FAMILY LLLP	Dividend	JOHNSON & JOHNSON @ 0.66 PER SHARE	400.00	264.00	264.00	0.00	JNJ	09/10/2013
BERNSTEIN FAMILY LLLP	Dividend	PFIZER INC @ 0.24 PER SHARE	1,500.00	360.00	360.00	0.00	PFE	09/04/2013
BERNSTEIN FAMILY LLLP	Interest	DEPOSIT SWEEP INTEREST FOR 08/01/13 - 08/31/13 @ .01% RATE ON AVG COLLECTED BALANCE OF $96,824.68 AS OF 09/01/13	0.00	0.93	0.93	0.00		09/03/2013
BERNSTEIN FAMILY LLLP	Dividend	EATON VANCE TAX-MANAGED GLOBAL DIVERSIFIED EQUITY INCOME FUND @ 0.0813 PER SHARE	2,000.00	162.60	162.60	0.00	EXG	08/30/2013

BERNSTEIN FAMILY LLLP	Dividend	APPLE INC. @ 3.05 PER SHARE	125.00	381.25	381.25	0.00	AAPL	08/15/2013
BERNSTEIN FAMILY LLLP	Cash Distribution	EV ENERGY PARTNER LP	750.00	576.75	576.75	0.00	EVEP	08/14/2013
BERNSTEIN FAMILY LLLP	Dividend	VERIZON COMMUNICATIONS INC @ 0.515 PER SHARE	650.00	334.75	334.75	0.00	VZ	08/01/2013
BERNSTEIN FAMILY LLLP	Dividend	AT&T INC @ 0.45 PER SHARE	750.00	337.50	337.50	0.00	T	08/01/2013
BERNSTEIN FAMILY LLLP	Interest	DEPOSIT SWEEP INTEREST FOR 07/01/13 - 07/31/13 @ .01% RATE ON AVG COLLECTED BALANCE OF $94,645.48 AS OF 08/01/13	0.00	0.93	0.93	0.00		08/01/2013
BERNSTEIN FAMILY LLLP	Dividend	BRISTOL MYERS SQUIBB CO @ 0.35 PER SHARE	1,000.00	350.00	350.00	0.00	BMY	08/01/2013
BERNSTEIN FAMILY LLLP	Dividend	EATON VANCE TAX-MANAGED GLOBAL DIVERSIFIED EQUITY INCOME FUND @ 0.0813 PER SHARE	2,000.00	162.60	162.60	0.00	EXG	07/31/2013
BERNSTEIN FAMILY LLLP	Dividend	DOW CHEMICAL CO @ 0.32 PER SHARE	725.00	232.00	232.00	0.00	DOW	07/30/2013
BERNSTEIN FAMILY LLLP	Dividend	GENERAL ELECTRIC CO @ 0.19 PER SHARE	1,500.00	285.00	285.00	0.00	GE	07/25/2013
BERNSTEIN FAMILY LLLP	Dividend	KIMBERLY-CLARK CORP @ 0.81 PER SHARE	250.00	202.50	202.50	0.00	KMB	07/02/2013

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BERNSTEIN FAMILY LLLP	Interest	DEPOSIT SWEEP INTEREST FOR 06/01/13 - 06/30/13 @ .01% RATE ON AVG COLLECTED BALANCE OF $93,888.11 AS OF 07/01/13	0.00	0.90	0.90	0.00	07/01/2013
BERNSTEIN FAMILY LLLP	Dividend	EATON VANCE TAX-MANAGED GLOBAL DIVERSIFIED EQUITY INCOME FUND @ 0.0813 PER SHARE	2,000.00	162.60	162.60	0.00 EXG	06/28/2013
BERNSTEIN FAMILY LLLP	Dividend	MC DONALDS CORP @ 0.77 PER SHARE	500.00	385.00	385.00	0.00 MCD	06/17/2013
BERNSTEIN FAMILY LLLP	Misc. Receipt	INTERNAL TRANSFER OF FUNDS FROM A0007 TO W5000	0.00	0.71	0.71	0.00	06/12/2013
BERNSTEIN FAMILY LLLP	Dividend	JOHNSON & JOHNSON @ 0.66 PER SHARE	400.00	264.00	264.00	0.00 JNJ	06/11/2013
BERNSTEIN FAMILY LLLP	Dividend	PFIZER INC @ 0.24 PER SHARE	1,500.00	360.00	360.00	0.00 PFE	06/04/2013
BERNSTEIN FAMILY LLLP	Interest	DEPOSIT SWEEP INTEREST FOR 05/01/13 - 05/31/13 @ .01% RATE ON AVG COLLECTED BALANCE OF $70,653.66 AS OF 06/01/13	0.00	0.63	0.63	0.00	06/03/2013
BERNSTEIN FAMILY LLLP	Dividend	EATON VANCE TAX-MANAGED GLOBAL DIVERSIFIED EQUITY INCOME FUND @ 0.0813 PER SHARE	2,000.00	162.60	162.60	0.00 EXG	05/31/2013
BERNSTEIN FAMILY LLLP	Dividend	APPLE INC. @ 3.05 PER SHARE	125.00	381.25	381.25	0.00 AAPL	05/16/2013
BERNSTEIN FAMILY LLLP	Cash Distribution	EV ENERGY PARTNER LP	750.00	576.00	576.00	0.00 EVEP	05/15/2013

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BERNSTEIN FAMILY LLLP	Misc. Receipt	INTERNAL TRANSFER OF FUNDS FROM 8117 TO W5000	0.00	85,000.00	85,000.00	0.00		05/09/2013
BERNSTEIN FAMILY LLLP	Dividend	BRISTOL MYERS SQUIBB CO @ 0.35 PER SHARE	1,000.00	350.00	350.00	0.00	BMY	05/01/2013
BERNSTEIN FAMILY LLLP	Dividend	AT&T INC @ 0.45 PER SHARE	750.00	337.50	337.50	0.00	T	05/01/2013
BERNSTEIN FAMILY LLLP	Dividend	VERIZON COMMUNICATIONS INC @ 0.515 PER SHARE	650.00	334.75	334.75	0.00	VZ	05/01/2013
BERNSTEIN FAMILY LLLP	Interest	DEPOSIT SWEEP INTEREST FOR 04/01/13 - 04/30/13 @ .01% RATE ON AVG COLLECTED BALANCE OF $17,099.38 AS OF 05/01/13	0.00	0.10	0.10	0.00		05/01/2013
BERNSTEIN FAMILY LLLP	Dividend	DOW CHEMICAL CO @ 0.32 PER SHARE	725.00	232.00	232.00	0.00	DOW	04/30/2013
BERNSTEIN FAMILY LLLP	Dividend	EATON VANCE TAX-MANAGED GLOBAL DIVERSIFIED EQUITY INCOME FUND @ 0.0813 PER SHARE	2,000.00	162.60	162.60	0.00	EXG	04/30/2013
BERNSTEIN FAMILY LLLP	Dividend	GENERAL ELECTRIC CO @ 0.19 PER SHARE	1,500.00	285.00	285.00	0.00	GE	04/25/2013
BERNSTEIN FAMILY LLLP	Misc. Disbursement	INTERNAL TRANSFER OF FUNDS FROM W5000 TO 8117	0.00	-35,000.00	-35,000.00	0.00		04/11/2013
BERNSTEIN FAMILY LLLP	Dividend	KIMBERLY-CLARK CORP @ 0.81 PER SHARE	250.00	202.50	202.50	0.00	KMB	04/02/2013

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BERNSTEIN FAMILY LLLP	Interest	DEPOSIT SWEEP INTEREST FOR 03/01/13 - 03/31/13 @ .01% RATE ON AVG COLLECTED BALANCE OF $15,660.05 AS OF 04/01/13	0.00	0.04	0.04	0.00	04/01/2013
BERNSTEIN FAMILY LLLP	Sale	GENERAL DYNAMICS CORP @ 59.3075 27,723.00 BROKERAGE 100.00 TAX &/OR SEC .63 J.P. MORGAN SECURITIES LLC TRADE DATE	-400.00	21,300.00	27,622.37	0.00 GD	03/28/2013
BERNSTEIN FAMILY LLLP	Dividend	EATON VANCE TAX-MANAGED GLOBAL DIVERSIFIED EQUITY INCOME FUND @ 0.0813 PER SHARE	2,000.00	162.60	162.60	0.00 EXG	03/28/2013
BERNSTEIN FAMILY LLLP	Dividend	MC DONALDS CORP @ 0.77 PER SHARE	500.00	385.00	385.00	0.00 MCD	03/15/2013
BERNSTEIN FAMILY LLLP	Dividend	JOHNSON & JOHNSON @ 0.61 PER SHARE	400.00	244.00	244.00	0.00 JNJ	03/12/2013
BERNSTEIN FAMILY LLLP	Dividend	PFIZER INC @ 0.24 PER SHARE	1,500.00	360.00	360.00	0.00 PFE	03/05/2013
BERNSTEIN FAMILY LLLP	Interest	DEPOSIT SWEEP INTEREST FOR 02/01/13 - 02/28/13 @ .01% RATE ON AVG COLLECTED BALANCE OF $12,149.67 AS OF 03/01/13	0.00	0.04	0.04	0.00	03/01/2013
BERNSTEIN FAMILY LLLP	Dividend	EATON VANCE TAX-MANAGED GLOBAL DIVERSIFIED EQUITY INCOME FUND @ 0.0813 PER SHARE	2,000.00	162.60	162.60	0.00 EXG	02/28/2013
BERNSTEIN FAMILY LLLP	Cash Distribution	EV ENERGY PARTNER LP	750.00	575.25	575.25	0.00 EVEP	02/14/2013
BERNSTEIN FAMILY LLLP	Dividend	APPLE INC. @ 2.65 PER SHARE	125.00	331.25	331.25	0.00 AAPL	02/14/2013

BERNSTEIN FAMILY LLLP	Sale	EATON VANCE TAX ADVANTAGED GLOBAL DIVIDEND INCOME FUND @ 15.34507 26,853.87 BROKERAGE 175.00 TAX &/OR SEC .61 J.P.	-1,750.00	16,884.92	26,678.26	0.00	ETG	02/05/2013
BERNSTEIN FAMILY LLLP	Sale	EATON VANCE TAX-MANAGED GLOBAL DIVERSIFIED EQUITY INCOME FUND @ 9.44 14,160.00 BROKERAGE 180.00 TAX &/OR SEC .32 J.P.	-1,500.00	9,576.20	13,979.68	0.00	EXG	02/05/2013
BERNSTEIN FAMILY LLLP	Misc. Disbursement	FUNDS TRANSFERRED FROM ASSET AC# W5000 TO DDA AC# 8117 AS REQUESTED	0.00	-50,000.00	-50,000.00	0.00		02/05/2013
BERNSTEIN FAMILY LLLP	Dividend	VERIZON COMMUNICATIONS INC @ 0.515 PER SHARE	650.00	334.75	334.75	0.00	VZ	02/01/2013
BERNSTEIN FAMILY LLLP	Dividend	AT&T INC @ 0.45 PER SHARE	750.00	337.50	337.50	0.00	T	02/01/2013
BERNSTEIN FAMILY LLLP	Interest	DEPOSIT SWEEP INTEREST FOR 01/01/13 - 01/31/13 @ .01% RATE ON AVG COLLECTED BALANCE OF $18,077.64 AS OF 02/01/13	0.00	0.01	0.01	0.00		02/01/2013
BERNSTEIN FAMILY LLLP	Dividend	BRISTOL MYERS SQUIBB CO @ 0.35 PER SHARE	1,000.00	350.00	350.00	0.00	BMY	02/01/2013
BERNSTEIN FAMILY LLLP	Dividend	EATON VANCE TAX-MANAGED GLOBAL DIVERSIFIED EQUITY INCOME FUND @ 0.0813 PER SHARE	3,500.00	284.55	284.55	0.00	EXG	01/31/2013
BERNSTEIN FAMILY LLLP	Cost Adjustment	EATON VANCE TAX-MANAGED GLOBAL DIVERSIFIED EQUITY INCOME FUND RETURN OF CAPITAL ADJUSTMENT FOR 2012 DIVIDENDS	3,500.00	-3,032.96	0.00	0.00	EXG	01/28/2013
BERNSTEIN FAMILY LLLP	Dividend	GENERAL ELECTRIC CO @ 0.19 PER SHARE	1,500.00	285.00	285.00	0.00	GE	01/25/2013

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BERNSTEIN FAMILY LLLP	Dividend	EATON VANCE TAX ADVANTAGED GLOBAL DIVIDEND INCOME FUND @ 0.1025 PER SHARE	1,750.00	179.38	179.38	0.00	ETG	01/11/2013
BERNSTEIN FAMILY LLLP	Sale	CANADIAN GOVERNMENT - CAD 8% JUN 01 2023 DTD 08/17/1992 HELD BY EUROCLEAR ISIN CA135087UT96 SEDOL 2174293	-10,000.00	12,078.48	16,071.16	0.00		01/08/2013
BERNSTEIN FAMILY LLLP	Accrued Int Rcv	CANADIAN GOVERNMENT - CAD 8% JUN 01 2023 DTD 08/17/1992 HELD BY EUROCLEAR ISIN CA135087UT96 SEDOL 2174293	21.92	21.98		22.16		01/08/2013
BERNSTEIN FAMILY LLLP	Receipt of Assets	CANADIAN GOVERNMENT - CAD 8% JUN 01 2023 DTD 08/17/1992 HELD BY EUROCLEAR ISIN CA135087UT96 SEDOL 2174293	10,000.00	12,078.48	15,856.68	0.00		01/07/2013
BERNSTEIN FAMILY LLLP	Free Delivery	GOVERNMENT OF CANADA 8% JUN 1 2023 DTD 8/17/92 CANADIAN DEPOSITORY TRADE DATE 12/07/12 CLIENT REF 104342974	-10,000.00	12,048.78	-16,065.94	0.00		01/03/2013
BERNSTEIN FAMILY LLLP	Dividend	KIMBERLY-CLARK CORP @ 0.74 PER SHARE	250.00	185.00	185.00	0.00	KMB	01/03/2013
BERNSTEIN FAMILY LLLP	Interest	DEPOSIT SWEEP INTEREST FOR 12/01/12 - 12/31/12 @ .01% RATE ON AVG COLLECTED BALANCE OF $627,211.49 AS OF 01/01/13	0.00	5.30	5.30	0.00		01/02/2013
BERNSTEIN FAMILY LLLP	Free Delivery	TO REVERSE ENTRY OF 12/27/2012 GOVERNMENT OF CANADA 8% JUN 1 2023 DTD 8/17/92 JPMORGAN CHASE BANK TRADE DATE	10,000.00	12,048.78	16,065.94	0.00		12/31/2012
BERNSTEIN FAMILY LLLP	Dividend	DOW CHEMICAL CO @ 0.32 PER SHARE	725.00	232.00	232.00	0.00	DOW	12/31/2012
BERNSTEIN FAMILY LLLP	Dividend	EATON VANCE TAX ADVANTAGED GLOBAL DIVIDEND INCOME FUND @ 0.1025 PER SHARE	1,750.00	179.38	179.38	0.00	ETG	12/31/2012

BERNSTEIN FAMILY LLLP	Misc Debit / Credit	DEBIT MEMORANDUM REF: INTEREST PAYMENT ON LOAN TRN: 0123643791DM	0.00	-1,475.21	-1,475.21	0.00		12/31/2012
BERNSTEIN FAMILY LLLP	Free Delivery	ENTRY REVERSED ON 12/31/2012 GOVERNMENT OF CANADA 8% JUN 1 2023 DTD 8/17/92 JPMORGAN CHASE BANK TRADE DATE	-10,000.00	12,048.78	-16,065.94	0.00		12/27/2012
BERNSTEIN FAMILY LLLP	Free Delivery	TO REVERSE ENTRY OF 12/20/2012 GOVERNMENT OF CANADA 8% JUN 1 2023 DTD 8/17/92 JPMORGAN CHASE BANK TRADE DATE	10,000.00	12,048.78	16,065.94	0.00		12/26/2012
BERNSTEIN FAMILY LLLP	Dividend	GENERAL DYNAMICS CORP @ 0.51 PER SHARE	400.00	204.00	204.00	0.00	GD	12/26/2012
BERNSTEIN FAMILY LLLP	Foreign Dividend	BP PLC SPONS ADR @ 0.54 PER SHARE	325.00		175.50	0.00	BP	12/24/2012
BERNSTEIN FAMILY LLLP	Receipt of Assets	TO REVERSE ENTRY OF 12/10/2012 CANADIAN GOVERNMENT - CAD 8% JUN 01 2023 DTD 08/17/1992 HELD BY EUROCLEAR ISIN	-10,000.00	12,187.10	16,035.58	0.00		12/21/2012
BERNSTEIN FAMILY LLLP	Free Delivery	ENTRY REVERSED ON 12/26/2012 GOVERNMENT OF CANADA 8% JUN 1 2023 DTD 8/17/92 JPMORGAN CHASE BANK TRADE DATE	-10,000.00	12,048.78	-16,065.94	0.00		12/20/2012
BERNSTEIN FAMILY LLLP	Misc Debit / Credit	DEBIT MEMORANDUM REF: PRINCIPAL PAYMENT ON LOAN TRN: 0123222630DM	0.00	-1,391,049.79	-1,391,049.79	0.00		12/20/2012
BERNSTEIN FAMILY LLLP	Free Delivery	TO REVERSE ENTRY OF 12/17/2012 GOVERNMENT OF CANADA 8% JUN 1 2023 DTD 8/17/92 JPMORGAN CHASE BANK TRADE DATE	10,000.00	12,048.78	16,065.94	0.00		12/19/2012
BERNSTEIN FAMILY LLLP	Sale	QUEENSLAND TREASURY CORP 6.000% 09/14/2017 DTD 09/14/2006 HELD BY EUROCLEAR ISIN US748305BG31 SEDOL B1L3004	-30,000.00	22,135.06	34,659.84	0.00		12/18/2012

BERNSTEIN FAMILY LLLP	Accrued Int Rcv	QUEENSLAND TREASURY CORP 6.000% 09/14/2017 DTD 09/14/2006 HELD BY EUROCLEAR ISIN US748305BG31 SEDOL B1L3004	432.60	449.30		452.05		12/18/2012
BERNSTEIN FAMILY LLLP	Sale	DOW CHEMICAL CO @ 31.19 21,833.00 BROKERAGE 100.00 TAX &/OR SEC .49 J.P. MORGAN SECURITIES LLC TRADE DATE 12/12/12	-700.00	10,738.75	21,732.51	0.00	DOW	12/17/2012
BERNSTEIN FAMILY LLLP	Sale	COCA-COLA CO @ 37.63 18,815.00 BROKERAGE 100.00 TAX &/OR SEC .43 J.P. MORGAN SECURITIES LLC TRADE DATE 12/12/12	-500.00	16,237.50	18,714.57	0.00	KO	12/17/2012
BERNSTEIN FAMILY LLLP	Sale	ELI LILLY & CO @ 48.94333 14,683.00 BROKERAGE 100.00 TAX &/OR SEC .33 J.P. MORGAN SECURITIES LLC TRADE DATE 12/12/12	-300.00	10,038.00	14,582.67	0.00	LLY	12/17/2012
BERNSTEIN FAMILY LLLP	Sale	PROCTER & GAMBLE CO @ 70.67055 31,801.75 BROKERAGE 100.00 TAX &/OR SEC .72 J.P. MORGAN SECURITIES LLC TRADE DATE 12/12/12	-450.00	26,988.00	31,701.03	0.00	PG	12/17/2012
BERNSTEIN FAMILY LLLP	Sale	CHEVRON CORP @ 108.03 21,606.00 BROKERAGE 100.00 TAX &/OR SEC .49 J.P. MORGAN SECURITIES LLC TRADE DATE 12/12/12	-200.00	19,424.00	21,505.51	0.00	CVX	12/17/2012
BERNSTEIN FAMILY LLLP	Sale	MERCK AND CO INC @ 45.20 22,600.00 BROKERAGE 100.00 TAX &/OR SEC .51 J.P. MORGAN SECURITIES LLC TRADE DATE 12/12/12	-500.00	17,590.00	22,499.49	0.00	MRK	12/17/2012
BERNSTEIN FAMILY LLLP	Free Delivery	ENTRY REVERSED ON 12/19/2012 GOVERNMENT OF CANADA 8% JUN 1 2023 DTD 8/17/92	-10,000.00	12,048.78	-16,065.94	0.00		12/17/2012
BERNSTEIN FAMILY LLLP	Dividend	JPMORGAN CHASE BANK TRADE DATE COCA-COLA CO @ 0.255 PER SHARE	500.00	127.50	127.50	0.00	KO	12/17/2012
BERNSTEIN FAMILY LLLP	Dividend	MC DONALDS CORP @ 0.77 PER SHARE	500.00	385.00	385.00	0.00	MCD	12/17/2012

BERNSTEIN FAMILY LLLP	Sale	ISHARES S&P GLOBAL TELECOMMUNICATION @ 58.215 11,643.00 BROKERAGE 100.00 TAX &/OR SEC .27 J.P. MORGAN SECURITIES LLC TRADE DATE	-200.00	10,322.00	11,542.73	0.00	IXP	12/13/2012
BERNSTEIN FAMILY LLLP	Spot FX	SPOT CURRENCY TRANSACTION - SELL BUY USD SELL CAD EXCHANGE RATE .997100000 DEAL 12/11/12 VALUE 12/12/12	-39,179.13	39,390.57	39,293.08	0.00		12/12/2012
BERNSTEIN FAMILY LLLP	Spot FX	SPOT CURRENCY TRANSACTION - SELL BUY USD SELL AUD EXCHANGE RATE 1.038600000 DEAL 12/10/12 VALUE 12/12/12	-33,601.50	34,898.52	34,898.52	0.00		12/12/2012
BERNSTEIN FAMILY LLLP	Free Delivery	TO REVERSE ENTRY OF 12/10/2012 GOVERNMENT OF CANADA 8% JUN 1 2023 DTD 8/17/92 JPMORGAN CHASE BANK TRADE DATE	10,000.00	12,048.78	16,065.94	0.00		12/12/2012
BERNSTEIN FAMILY LLLP	Receipt of Assets	QUEENSLAND TREASURY CORP 6.000% 09/14/2017 DTD 09/14/2006 HELD BY EUROCLEAR ISIN US748305BG31 SEDOL B1L3004	30,000.00	22,135.06	34,962.35	0.00		12/11/2012
BERNSTEIN FAMILY LLLP	Spot FX	SPOT CURRENCY TRANSACTION - SELL BUY USD SELL GBP EXCHANGE RATE 1.587000000 DEAL 12/07/12 VALUE 12/11/12	-14,585.05	23,470.99	23,146.47	0.00		12/11/2012
BERNSTEIN FAMILY LLLP	Spot FX	SPOT CURRENCY TRANSACTION - SELL BUY USD SELL NZD EXCHANGE RATE .824400000 DEAL 12/07/12 VALUE 12/11/12	-45,301.04	37,348.44	37,346.18	0.00		12/11/2012
BERNSTEIN FAMILY LLLP	Dividend	JOHNSON & JOHNSON @ 0.61 PER SHARE	400.00	244.00	244.00	0.00	JNJ	12/11/2012
BERNSTEIN FAMILY LLLP	Receipt of Assets	ENTRY REVERSED ON 12/21/2012 CANADIAN GOVERNMENT - CAD 8% JUN 01 2023 DTD 08/17/1992 HELD BY EUROCLEAR ISIN	10,000.00	12,187.10	14,870.01	0.00		12/10/2012
BERNSTEIN FAMILY LLLP	Free Delivery	QUEENSLAND TREASURY CORP - AUD 6% SEP 14 2017 DTD 09/14/2006 CLIENT REF 104217997	-30,000.00	21,102.12	-35,058.42	0.00		12/10/2012

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BERNSTEIN FAMILY LLLP	Free Delivery	ENTRY REVERSED ON 12/12/2012 GOVERNMENT OF CANADA 8% JUN 1 2023 DTD 8/17/92 JPMORGAN CHASE BANK TRADE DATE	-10,000.00	12,048.78	-16,065.94	0.00	12/10/2012
BERNSTEIN FAMILY LLLP	Sale	SUNCOR ENERGY INC - CAD MEDIUM TERM NOTES 5.8% MAY 22 2018 DTD 05/22/2008 HEDL BY EUROCLEAR ISIN CA86721ZAC38 SEDOL B39QM69	-20,000.00	14,513.26	23,364.72	0.00	12/10/2012
BERNSTEIN FAMILY LLLP	Sale	NUVEEN SELECT TAX FREE INCM SH BEN INT @ 14.7992 18,499.00 BROKERAGE 150.00 TAX &/OR SEC .42 J.P. MORGAN	-1,250.00	16,054.74	18,348.58	0.00 NXQ	12/10/2012
BERNSTEIN FAMILY LLLP	Sale	EATON VANCE MUNICIPAL BOND FUND @ 14.8792 37,198.00 BROKERAGE 300.00 TAX &/OR SEC .84 J.P. MORGAN SECURITIES LLC TRADE DATE	-2,500.00	25,000.00	36,897.16	0.00 EIM	12/10/2012
BERNSTEIN FAMILY LLLP	Sale	EATON VANCE SR FLOATING RATE FUND @ 16.33675 32,673.50 BROKERAGE 240.00 TAX &/OR SEC .74 J.P. MORGAN SECURITIES LLC TRADE DATE	-2,000.00	17,960.00	32,432.76	0.00 EFR	12/10/2012
BERNSTEIN FAMILY LLLP	Sale	GOLDMAN SACHS GROUP INC NOTES 5 1/4% OCT 15 2013 DTD 10/14/2003 @ 103.45 JP MORGAN SECURITIES LLC (BIDL) TRADE DATE	-22,000.00	21,273.88	22,759.00	0.00	12/10/2012
BERNSTEIN FAMILY LLLP	Sale	GENERAL ELECTRIC COMPANY NOTES 5% FEB 1 2013 DTD 1/28/2003 @ 100.55 JP MORGAN SECURITIES LLC (BIDL) TRADE DATE	-23,000.00	23,368.11	23,126.50	0.00 GE	12/10/2012
BERNSTEIN FAMILY LLLP	Sale	NUVEEN AMT-FREE MUNICIPAL INCOME FUND @ 15.508 23,262.00 BROKERAGE 180.00 TAX &/OR SEC .53 J.P. MORGAN	-1,500.00	19,902.00	23,081.47	0.00 NEA	12/10/2012
BERNSTEIN FAMILY LLLP	Sale	WAL-MART STORES INC SR NOTES 5.8% FEB 15 2018 DTD 08/24/2007 @ 122.63 JP MORGAN SECURITIES LLC (BIDL) TRADE DATE	-15,000.00	16,397.62	18,394.50	0.00	12/10/2012
BERNSTEIN FAMILY LLLP	Sale	JOHN DEERE CAPITAL CORP MEDIUM TERM NOTE 4.9% SEP 09 2013 DTD 09/08/2008 @ 103.05 JP MORGAN SECURITIES LLC (BIDL) TRADE	-15,000.00	15,394.28	15,457.50	0.00	12/10/2012

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BERNSTEIN FAMILY LLLP	Sale	VERIZON COMMUNICATIONS 5 1/2% FEB 15 2018 DTD 02/12/2008 @ 119.87 JP MORGAN SECURITIES LLC (BIDL) TRADE DATE	-21,000.00	21,296.30	25,172.70	0.00		12/10/2012
BERNSTEIN FAMILY LLLP	Sale	JOHN DEERE CAPITAL CORP 5.10% JAN 15 2013 DTD 1/10/2003 @ 100.35 JP MORGAN SECURITIES LLC (BIDL) TRADE DATE	-10,000.00	10,466.85	10,035.00	0.00		12/10/2012
BERNSTEIN FAMILY LLLP	Sale	HUTCHISON WHAMP INTERNATIONAL LTD 6 1/2% SER REGS FEB 13 2013 DTD 2/13/2003 @ 100.80 JP MORGAN CHASE/JP MORGAN INTL	-9,000.00	0.00	9,072.00	0.00		12/10/2012
BERNSTEIN FAMILY LLLP	Sale	PETROBRAS INTERNATIONAL FINANCE NOTES 9 1/8% JUL 2 2013 DTD 7/2/2003 @ 104.00 JP MORGAN CHASE/JP MORGAN INTL TRADE DATE	-15,000.00	17,289.97	15,600.00	0.00		12/10/2012
BERNSTEIN FAMILY LLLP	Sale	UNITED MEXICAN STATES NOTES 6 3/8% JAN 16 2013 DTD 1/16/2003 @ 100.35 JP MORGAN CHASE/JP MORGAN INTL TRADE DATE	-24,000.00	24,993.13	24,084.00	0.00		12/10/2012
BERNSTEIN FAMILY LLLP	Accrued Int Rcv	SUNCOR ENERGY INC - CAD MEDIUM TERM NOTES 5.8% MAY 22 2018 DTD 05/22/2008 HEDL BY EUROCLEAR ISIN CA86721ZAC38 SEDOL B39QM69	57.21	57.62		57.62		12/10/2012
BERNSTEIN FAMILY LLLP	Accrued Int Rcv	HUTCHISON WHAMP INTERNATIONAL LTD 6 1/2% SER REGS FEB 13 2013 DTD 2/13/2003	9,000.00	190.13	190.13	0.00		12/10/2012
BERNSTEIN FAMILY LLLP	Accrued Int Rcv	WAL-MART STORES INC SR NOTES 5.8% FEB 15 2018 DTD 08/24/2007	15,000.00	277.92	277.92	0.00		12/10/2012
BERNSTEIN FAMILY LLLP	Accrued Int Rcv	PETROBRAS INTERNATIONAL FINANCE NOTES 9 1/8% JUL 2 2013 DTD 7/2/2003	15,000.00	600.73	600.73	0.00		12/10/2012
BERNSTEIN FAMILY LLLP	Accrued Int Rcv	GENERAL ELECTRIC COMPANY NOTES 5% FEB 1 2013 DTD 1/28/2003	23,000.00	412.08	412.08	0.00	GE	12/10/2012

BERNSTEIN FAMILY LLLP	Accrued Int Rcv	GOLDMAN SACHS GROUP INC NOTES 5 1/4% OCT 15 2013 DTD 10/14/2003	22,000.00	176.46	176.46	0.00		12/10/2012
BERNSTEIN FAMILY LLLP	Accrued Int Rcv	JOHN DEERE CAPITAL CORP MEDIUM TERM NOTE 4.9% SEP 09 2013 DTD 09/08/2008	15,000.00	187.83	187.83	0.00		12/10/2012
BERNSTEIN FAMILY LLLP	Accrued Int Rcv	VERIZON COMMUNICATIONS 5 1/2% FEB 15 2018 DTD 02/12/2008	21,000.00	368.96	368.96	0.00		12/10/2012
BERNSTEIN FAMILY LLLP	Accrued Int Rcv	JOHN DEERE CAPITAL CORP 5.10% JAN 15 2013 DTD 1/10/2003	10,000.00	205.42	205.42	0.00		12/10/2012
BERNSTEIN FAMILY LLLP	Accrued Int Rcv	UNITED MEXICAN STATES NOTES 6 3/8% JAN 16 2013 DTD 1/16/2003	24,000.00	612.00	612.00	0.00		12/10/2012
BERNSTEIN FAMILY LLLP	Dividend	ELI LILLY & CO @ 0.49 PER SHARE	300.00	147.00	147.00	0.00	LLY	12/10/2012
BERNSTEIN FAMILY LLLP	Dividend	CHEVRON CORP @ 0.90 PER SHARE	200.00	180.00	180.00	0.00	CVX	12/10/2012
BERNSTEIN FAMILY LLLP	Dividend	EXXON MOBIL CORP @ 0.57 PER SHARE	250.00	142.50	142.50	0.00	XOM	12/10/2012
BERNSTEIN FAMILY LLLP	Dividend	FIRST TRUST/ABERDEEN GLOBAL OPPORTUNITY INCOME FUND @ 0.13 PER SHARE	1,500.00	195.00	195.00	0.00	FAM	12/10/2012
BERNSTEIN FAMILY LLLP	Sale	NEW ZEALAND GOVERNMENT-NZD 6% APR 15 2015 DTD 04/15/2003 HELD BY EUROCLEAR ISIN NZGOVD0004R7 SEDOL 6610726	-42,000.00	23,764.68	37,045.94	0.00		12/07/2012

BERNSTEIN FAMILY LLLP	Spot FX	SPOT CURRENCY TRANSACTION - SELL BUY USD SELL EUR EXCHANGE RATE 1.300500000 DEAL 12/05/12 VALUE 12/07/12	-12,773.66	16,518.26	16,612.14	0.00		12/07/2012
BERNSTEIN FAMILY LLLP	Spot FX	SPOT CURRENCY TRANSACTION - SELL BUY USD SELL NOK EXCHANGE RATE 5.690200000 DEAL 12/05/12 VALUE 12/07/12	-212,862.34	36,886.11	37,408.59	0.00		12/07/2012
BERNSTEIN FAMILY LLLP	Accrued Int Rcv	NEW ZEALAND GOVERNMENT-NZD 6% APR 15 2015 DTD 04/15/2003 HELD BY EUROCLEAR ISIN NZGOVD0004R7 SEDOL 6610726	366.92	302.51		302.51		12/07/2012
BERNSTEIN FAMILY LLLP	Sale	TSY 5% 2018 - GBP 5% MAR 07 2018 DTD 05/25/2007 HELD BY EUROCLEAR ISIN GB00B1VWPC84 SEDOL B1VWPC8	-12,000.00	19,131.52	23,230.94	0.00		12/06/2012
BERNSTEIN FAMILY LLLP	Sale	WELLS FARGO FDS TR INTRMDT TXFR A	-12,971.26	59,293.34	154,357.95	0.00	WFITX	12/06/2012
BERNSTEIN FAMILY LLLP	Sale	JPM STR INC OPP FD FUND 3844 J.P.MORGAN SECURITIES LLC AS AGENT @ 11.81 TRADE DATE 12/05/12	-2,234.56	26,749.80	26,390.19	0.00	JSOSX	12/06/2012
BERNSTEIN FAMILY LLLP	Sale	VANGUARD MUNI BD FD INC HI YLD PORT FUND 44	-2,895.04	30,110.26	33,235.09	0.00	VWAHX	12/06/2012
BERNSTEIN FAMILY LLLP	Accrued Int Rcv	TSY 5% 2018 - GBP 5% MAR 07 2018 DTD 05/25/2007 HELD BY EUROCLEAR ISIN GB00B1VWPC84 SEDOL B1VWPC8	149.17	240.05		240.05		12/06/2012
BERNSTEIN FAMILY LLLP	Sale	FIRST TRUST/ABERDEEN GLOBAL OPPORTUNITY INCOME FUND @ 17.81678 26,725.17 BROKERAGE 180.00 TAX &/OR SEC .60 J.P.	-1,500.00	22,303.05	26,544.57	0.00	FAM	12/06/2012
BERNSTEIN FAMILY LLLP	Dividend	WELLS FARGO FDS TR INTRMDT TXFR A 12/05/12 INCOME DIVIDEND @ 0.002 PER SHARE AS OF 12/05/12	12,971.26	29.85	29.85	0.00	WFITX	12/06/2012

BERNSTEIN FAMILY LLLP	Dividend	VANGUARD MUNI BD FD INC HI YLD PORT FUND 44 DIV PAID	2,895.04	16.26	16.26	0.00	VWAHX	12/06/2012
BERNSTEIN FAMILY LLLP	Dividend	PFIZER INC @ 0.22 PER SHARE	1,500.00	330.00	330.00	0.00	PFE	12/04/2012
BERNSTEIN FAMILY LLLP	Dividend	WELLS FARGO FDS TR INTRMDT TXFR A @ 0.026 PER SHARE AS OF 11/30/12	12,971.26	332.50	332.50	0.00	WFITX	12/04/2012
BERNSTEIN FAMILY LLLP	Purchase	WELLS FARGO FDS TR INTRMDT TXFR A INCOME DIVIDEND @ 0.026 PER SHAR REINVESTED @ $11.90	27.94	-332.50	-332.50	0.00	WFITX	12/04/2012
BERNSTEIN FAMILY LLLP	Foreign Interest	J.P.MORGAN SECURITIES LLC AS AGENT AS OF GOVERNMENT OF CANADA 8% JUN 1 2023 DTD 8/17/92	10,000.00	400.00		400.00		12/03/2012
BERNSTEIN FAMILY LLLP	Dividend	NUVEEN AMT-FREE MUNICIPAL INCOME FUND @ 0.07 PER SHARE	1,500.00	105.00	105.00	0.00	NEA	12/03/2012
BERNSTEIN FAMILY LLLP	Dividend	NUVEEN SELECT TAX FREE INCM SH BEN INT @ 0.0525 PER SHARE	1,250.00	65.63	65.63	0.00	NXQ	12/03/2012
BERNSTEIN FAMILY LLLP	Purchase	JPM STR INC OPP FD FUND 3844 REINVESTED @ 11.78 PER SHARE	6.24	-73.53	-73.53	0.00	JSOSX	12/03/2012
BERNSTEIN FAMILY LLLP	Dividend	JPM STR INC OPP FD FUND 3844 @ 0.033 PER SHARE	2,228.32	73.53	73.53	0.00	JSOSX	12/03/2012
BERNSTEIN FAMILY LLLP	Dividend	VANGUARD MUNI BD FD INC HI YLD PORT FUND 44 @ 0.018 PER SHARE	2,895.04	96.84	96.84	0.00	VWAHX	12/03/2012

BERNSTEIN FAMILY LLLP	Purchase	VANGUARD MUNI BD FD INC HI YLD PORT FUND 44 INCOME DIVIDEND @ 0.018 PER SHAR REINVESTED @ $11.47 J.P.MORGAN SECURITIES LLC AS AGENT	8.44	-96.84	-96.84	0.00	VWAHX	12/03/2012
BERNSTEIN FAMILY LLLP	Interest	DEPOSIT SWEEP INTEREST FOR 11/01/12 - 11/30/12 @ .01% RATE ON AVG COLLECTED BALANCE OF $411,457.47 AS OF 12/01/12	0.00	3.32	3.32	0.00		12/03/2012
BERNSTEIN FAMILY LLLP	Cash Distribution	BLACKSTONE GROUP LP	1,000.00	100.00	100.00	0.00	BX	11/30/2012
BERNSTEIN FAMILY LLLP	Dividend	EATON VANCE MUNICIPAL BOND FUND @ 0.063835 PER SHARE	2,500.00	159.59	159.59	0.00	EIM	11/30/2012
BERNSTEIN FAMILY LLLP	Dividend	EATON VANCE SR FLOATING RATE FUND @ 0.095 PER SHARE	2,000.00	190.00	190.00	0.00	EFR	11/30/2012
BERNSTEIN FAMILY LLLP	Dividend	EATON VANCE TAX ADVANTAGED GLOBAL DIVIDEND INCOME FUND @ 0.1025 PER SHARE	1,750.00	179.38	179.38	0.00	ETG	11/30/2012
BERNSTEIN FAMILY LLLP	Dividend	EATON VANCE TAX-MANAGED GLOBAL DIVERSIFIED EQUITY INCOME FUND @ 0.244 PER SHARE	3,500.00	854.00	854.00	0.00	EXG	11/30/2012
BERNSTEIN FAMILY LLLP	Misc Debit / Credit	DEBIT MEMORANDUM REF: INTEREST PAYMENT ON LOAN TRN: 0122380390DM	0.00	-2,209.90	-2,209.90	0.00		11/30/2012
BERNSTEIN FAMILY LLLP	Spot FX	REPATRIATION OF FOREIGN INTEREST BUY USD SELL CAD EXCHANGE RATE .993027000 DEAL 11/23/12 VALUE 11/23/12	-580.00	584.07	584.07	0.00		11/23/2012
BERNSTEIN FAMILY LLLP	Foreign Interest	SUNCOR ENERGY INC - CAD MEDIUM TERM NOTES 5.8% MAY 22 2018 DTD 05/22/2008 TRADE 11/23/12 VALUE 11/23/12 SEDOL B39QM69	20,000.00	584.07		584.07		11/23/2012

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BERNSTEIN FAMILY LLLP	Sale	DUKE ENERGY CORP NEW @ 62.19 56,966.04 BROKERAGE 100.00 TAX &/OR SEC 1.28 J.P. MORGAN SECURITIES LLC TRADE DATE 11/13/12	-916.00	41,675.50	56,864.76	0.00	DUK	11/16/2012
BERNSTEIN FAMILY LLLP	Sale	EATON VANCE TAX-MANAGED DIVERSIFIED EQUITY FUND @ 9.48 14,220.00 BROKERAGE 150.00 TAX &/OR SEC .32 J.P. MORGAN	-1,500.00	11,392.90	14,069.68	0.00	ETY	11/16/2012
BERNSTEIN FAMILY LLLP	Sale	EATON VANCE TAX ADVANTAGED GLOBAL DIVIDEND INCOME FUND @ 13.49018 23,607.82 BROKERAGE 175.00 TAX &/OR SEC .53 J.P.	-1,750.00	18,859.98	23,432.29	0.00	ETG	11/16/2012
BERNSTEIN FAMILY LLLP	Sale	EATON VANCE TAX MANAGED GLOBAL BUY WRITE OPPORTUNITIES FUND @ 10.86038 10,860.38 BROKERAGE 100.00 TAX &/OR SEC .25 J.P.	-1,000.00	10,242.06	10,760.13	0.00	ETW	11/16/2012
BERNSTEIN FAMILY LLLP	Sale	GOOGLE INC CL A @ 660.24 33,012.00 BROKERAGE 100.00 TAX &/OR SEC .74 J.P. MORGAN SECURITIES LLC TRADE DATE	-50.00	27,850.00	32,911.26	0.00	GOOG	11/16/2012
BERNSTEIN FAMILY LLLP	Sale	ENERGY TRANSFER PARTNERS L P @ 42.17 16,868.00 BROKERAGE 100.00 TAX &/OR SEC .38 J.P. MORGAN SECURITIES LLC TRADE DATE	-400.00	17,364.00	16,767.62	0.00	ETP	11/16/2012
BERNSTEIN FAMILY LLLP	Sale	EXXON MOBIL CORP @ 86.44 21,610.00 BROKERAGE 100.00 TAX &/OR SEC .49 J.P. MORGAN SECURITIES LLC TRADE DATE 11/13/12	-250.00	15,500.00	21,509.51	0.00	XOM	11/16/2012
BERNSTEIN FAMILY LLLP	Sale	ABBOTT LABORATORIES @ 64.92064 22,722.22 BROKERAGE 100.00 TAX &/OR SEC .51 J.P. MORGAN SECURITIES LLC TRADE DATE 11/13/12	-350.00	16,158.00	22,621.71	0.00	ABT	11/16/2012
BERNSTEIN FAMILY LLLP	Sale	BP PLC SPONS ADR @ 40.61076 13,198.50 BROKERAGE 100.00 TAX &/OR SEC .30 J.P. MORGAN SECURITIES LLC TRADE DATE	-325.00	13,867.00	13,098.20	0.00	BP	11/16/2012
BERNSTEIN FAMILY LLLP	Sale	BLACKSTONE GROUP LP @ 14.47 14,470.00 BROKERAGE 100.00 TAX &/OR SEC .33 J.P. MORGAN SECURITIES LLC TRADE DATE 11/13/12	-1,000.00	13,530.00	14,369.67	0.00	BX	11/16/2012

BERNSTEIN FAMILY LLLP	Sale	BERKSHIRE HATHAWAY INC DEL CL B @ 86.115 17,223.00 BROKERAGE 100.00 TAX &/OR SEC .39 J.P. MORGAN SECURITIES LLC TRADE DATE	-200.00	14,400.00	17,122.61	0.00	BRK B	11/16/2012
BERNSTEIN FAMILY LLLP	Sale	JOHNSON CONTROLS INC @ 25.24 7,572.00 BROKERAGE 100.00 TAX &/OR SEC .17 J.P. MORGAN SECURITIES LLC TRADE DATE 11/13/12	-300.00	12,164.00	7,471.83	0.00	JCI	11/16/2012
BERNSTEIN FAMILY LLLP	Sale	KINDER MORGAN ENERGY PARTNERSHIP L PUNIT OF LIMITED PARTNERSHIP INT @ 78.57475 31,429.90 BROKERAGE 100.00 TAX &/OR SEC .71 J.P.	-400.00	19,400.00	31,329.19	0.00	KMP	11/16/2012
BERNSTEIN FAMILY LLLP	Dividend	ABBOTT LABORATORIES @ 0.51 PER SHARE	350.00	178.50	178.50	0.00	ABT	11/15/2012
BERNSTEIN FAMILY LLLP	Dividend	PROCTER & GAMBLE CO @ 0.562 PER SHARE	450.00	252.90	252.90	0.00	PG	11/15/2012
BERNSTEIN FAMILY LLLP	Dividend	APPLE INC. @ 2.65 PER SHARE	125.00	331.25	331.25	0.00	AAPL	11/15/2012
BERNSTEIN FAMILY LLLP	Dividend	FIRST TRUST/ABERDEEN GLOBAL OPPORTUNITY INCOME FUND @ 0.13 PER SHARE	1,500.00	195.00	195.00	0.00	FAM	11/15/2012
BERNSTEIN FAMILY LLLP	Cash Distribution	KINDER MORGAN ENERGY PARTNERSHIP L PUNIT OF LIMITED PARTNERSHIP INT	400.00	504.00	504.00	0.00	KMP	11/14/2012
BERNSTEIN FAMILY LLLP	Cash Distribution	EV ENERGY PARTNER LP	750.00	574.50	574.50	0.00	EVEP	11/14/2012
BERNSTEIN FAMILY LLLP	Cash Distribution	ENERGY TRANSFER PARTNERS L P	400.00	357.50	357.50	0.00	ETP	11/14/2012

BERNSTEIN FAMILY LLLP	Sale	FEDERAL REPUBLIC OF BRAZIL NOTES 8% JAN 15 2018 DTD 8/1/2005 @ 117.35 JP MORGAN CHASE/JP MORGAN INTL TRADE DATE	-12,222.22	11,071.30	14,342.78	0.00		11/13/2012
BERNSTEIN FAMILY LLLP	Accrued Int Rcv	FEDERAL REPUBLIC OF BRAZIL NOTES 8% JAN 15 2018 DTD 8/1/2005	12,222.22	306.91	306.91	0.00		11/13/2012
BERNSTEIN FAMILY LLLP	Dividend	GENERAL DYNAMICS CORP @ 0.51 PER SHARE	400.00	204.00	204.00	0.00	GD	11/09/2012
BERNSTEIN FAMILY LLLP	Misc Debit / Credit	EFF=11/01/2012 DEBIT MEMORANDUM REF: INTEREST PAYMENT ON LOAN TRN: 0121320724DM	0.00	-2,298.84	-2,298.84	0.00		11/02/2012
BERNSTEIN FAMILY LLLP	Dividend	WELLS FARGO FDS TR INTRMDT TXFR A @ 0.025 PER SHARE AS OF 10/31/12	12,943.32	321.70	321.70	0.00	WFITX	11/02/2012
BERNSTEIN FAMILY LLLP	Purchase	WELLS FARGO FDS TR INTRMDT TXFR A INCOME DIVIDEND @ 0.025 PER SHAR REINVESTED @ $11.74 J.P.MORGAN SECURITIES LLC AS AGENT AS OF	27.40	-321.70	-321.70	0.00	WFITX	11/02/2012
BERNSTEIN FAMILY LLLP	Misc. Disbursement	FUNDS TRANSFERRED FROM PRN A/C# W5000 TODDA A/C# 8083 AS REQUESTED	0.00	-39,000.00	-39,000.00	0.00		11/02/2012
BERNSTEIN FAMILY LLLP	Misc. Disbursement	FUNDS TRANSFERRED FROM PRN A/C# W5000 TODDA A/C# 8117 AS REQUESTED	0.00	-39,000.00	-39,000.00	0.00		11/02/2012
BERNSTEIN FAMILY LLLP	Sale	TELECOM ITALIA FIN SA - EUR MEDIUM TERM NOTE 6.875% JAN 24 2013 DTD 01/24/2003 HELD BY EUROCLEAR ISIN XS0161101679 SEDOL 7533510	-12,000.00	15,959.56	15,696.25	0.00		11/01/2012
BERNSTEIN FAMILY LLLP	Sale	NORWEGIAN GOVERNMENT -NOK 6.50% MAY 15 2013 DTD 05/15/2002 HELD BY EUROCLEAR ISIN NO0010144843 SEDOL 7381076	-202,000.00	34,176.14	35,826.40	0.00		11/01/2012

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BERNSTEIN FAMILY LLLP	Accrued Int Rcv	NORWEGIAN GOVERNMENT -NOK 6.50% MAY 15 2013 DTD 05/15/2002 HELD BY EUROCLEAR ISIN NO0010144843 SEDOL 7381076	6,115.34	1,059.70		1,059.70		11/01/2012
BERNSTEIN FAMILY LLLP	Accrued Int Rcv	TELECOM ITALIA FIN SA - EUR MEDIUM TERM NOTE 6.875% JAN 24 2013 DTD 01/24/2003 HELD BY EUROCLEAR ISIN XS0161101679 SEDOL 7533510	635.66	822.00		822.00		11/01/2012
BERNSTEIN FAMILY LLLP	Dividend	BRISTOL MYERS SQUIBB CO @ 0.34 PER SHARE	1,000.00	340.00	340.00	0.00	BMY	11/01/2012
BERNSTEIN FAMILY LLLP	Dividend	NUVEEN SELECT TAX FREE INCM SH BEN INT @ 0.0525 PER SHARE	1,250.00	65.63	65.63	0.00	NXQ	11/01/2012
BERNSTEIN FAMILY LLLP	Dividend	NUVEEN AMT-FREE MUNICIPAL INCOME FUND @ 0.07 PER SHARE	1,500.00	105.00	105.00	0.00	NEA	11/01/2012
BERNSTEIN FAMILY LLLP	Dividend	WESTERN ASSET MUN HIGH INCOME FUND @ 0.033 PER SHARE	1,500.00	49.50	49.50	0.00	MHF	11/01/2012
BERNSTEIN FAMILY LLLP	Dividend	VERIZON COMMUNICATIONS INC @ 0.515 PER SHARE	650.00	334.75	334.75	0.00	VZ	11/01/2012
BERNSTEIN FAMILY LLLP	Dividend	AT&T INC @ 0.44 PER SHARE	750.00	330.00	330.00	0.00	T	11/01/2012
BERNSTEIN FAMILY LLLP	Purchase	JPM STR INC OPP FD FUND 3844 REINVESTED @ 11.77 PER SHARE	5.85	-68.90	-68.90	0.00	JSOSX	11/01/2012
BERNSTEIN FAMILY LLLP	Dividend	JPM STR INC OPP FD FUND 3844 @ 0.031 PER SHARE	2,222.47	68.90	68.90	0.00	JSOSX	11/01/2012

TS001599

BERNSTEIN FAMILY LLLP	Dividend	INVESCO HIGH YIELD MUNI FD Y 11/01/12 INCOME DIVIDEND @ 0.048 PER SHARE	4,269.20	202.80	202.80	0.00	ACTDX	11/01/2012
BERNSTEIN FAMILY LLLP	Dividend	VANGUARD MUNI BD FD INC HI YLD PORT FUND 44 @ 0.034 PER SHARE	2,886.60	99.22	99.22	0.00	VWAHX	11/01/2012
BERNSTEIN FAMILY LLLP	Purchase	VANGUARD MUNI BD FD INC HI YLD PORT FUND 44 INCOME DIVIDEND @ 0.034 PER SHAR REINVESTED	8.79	-99.22	-99.22	0.00	VWAHX	11/01/2012
BERNSTEIN FAMILY LLLP	Interest	J.P.MORGAN SECURITIES LLC AS AGENT DEPOSIT SWEEP INTEREST FOR OCT. @ .01% RATE ON NET AVG COLLECTED BALANCE OF $49,512.80 AS OF 11/01/12	0.00	0.42	0.42	0.00		11/01/2012
BERNSTEIN FAMILY LLLP	Sale	MONDELEZ INTERNATIONAL-W/I @ 26.283 19,712.25 BROKERAGE 100.00 TAX &/OR SEC .45 J.P. MORGAN SECURITIES LLC TRADE DATE	-750.00	13,631.10	19,611.80	0.00	MDLZ	10/31/2012
BERNSTEIN FAMILY LLLP	Sale	KRAFT FOODS GROUP INC COM @ 45.23026 11,307.57 BROKERAGE 100.00 TAX &/OR SEC .26 J.P. MORGAN SECURITIES LLC TRADE DATE	-250.00	7,368.90	11,207.31	0.00	KRFT	10/31/2012
BERNSTEIN FAMILY LLLP	Sale	APPLE INC. @ 594.26 74,282.50 BROKERAGE 100.00 TAX &/OR SEC 1.67 J.P. MORGAN SECURITIES LLC TRADE DATE 10/26/12	-125.00	11,750.00	74,180.83	0.00	AAPL	10/31/2012
BERNSTEIN FAMILY LLLP	Sale	WESTERN ASSET MUN HIGH INCOME FUND @ 8.50066 12,750.99 BROKERAGE 120.00 TAX &/OR SEC .29 J.P. MORGAN SECURITIES LLC TRADE DATE	-1,500.00	10,500.00	12,630.70	0.00	MHF	10/31/2012
BERNSTEIN FAMILY LLLP	Sale	SECTOR SPDR TR SBI INT-FINL SEDOL 2364038 @ 15.74 47,220.00 BROKERAGE 300.00 TAX &/OR SEC 1.06 J.P. MORGAN	-3,000.00	30,529.20	46,918.94	0.00	XLF	10/31/2012
BERNSTEIN FAMILY LLLP	Sale	INVESCO HIGH YIELD MUNI FD Y	-4,269.20	36,854.71	43,246.99	0.00	ACTDX	10/31/2012

TS001600

BERNSTEIN FAMILY LLLP	Sale	REPUBLIC OF SOUTH AFRICA - ZAR 8.75% DEC 21 2014 DTD 12/21/2002 HELD BY EUROCLEAR ISIN ZAG000019878 SEDOL 6711953	-105,000.00	11,157.01	12,975.22	0.00		10/31/2012
BERNSTEIN FAMILY LLLP	Spot FX	LINKED CURRENCY TRANSACTION - SELL BUY USD SELL ZAR EXCHANGE RATE 8.675000000 DEAL 10/26/12 VALUE 10/31/12	-115,882.60	13,358.22	13,358.22	0.00		10/31/2012
BERNSTEIN FAMILY LLLP	Accrued Int Rcv	REPUBLIC OF SOUTH AFRICA - ZAR 8.75% DEC 21 2014 DTD 12/21/2002 HELD BY EUROCLEAR ISIN ZAG000019878 SEDOL 6711953	3,322.60	383.01		383.01		10/31/2012
BERNSTEIN FAMILY LLLP	Dividend	EATON VANCE MUNICIPAL BOND FUND @ 0.063835 PER SHARE	2,500.00	159.59	159.59	0.00	EIM	10/31/2012
BERNSTEIN FAMILY LLLP	Dividend	EATON VANCE TAX ADVANTAGED GLOBAL DIVIDEND INCOME FUND @ 0.1025 PER SHARE	3,500.00	358.75	358.75	0.00	ETG	10/31/2012
BERNSTEIN FAMILY LLLP	Dividend	EATON VANCE SR FLOATING RATE FUND @ 0.093 PER SHARE	2,000.00	186.00	186.00	0.00	EFR	10/31/2012
BERNSTEIN FAMILY LLLP	Dividend	DOW CHEMICAL CO @ 0.32 PER SHARE	1,425.00	456.00	456.00	0.00	DOW	10/30/2012
BERNSTEIN FAMILY LLLP	Spot FX	SPOT CURRENCY TRANSACTION - SELL BUY USD SELL SEK EXCHANGE RATE 6.726000000 DEAL 10/25/12 VALUE 10/29/12	-80,000.00	11,869.82	11,894.14	0.00		10/29/2012
BERNSTEIN FAMILY LLLP	Misc. Receipt	FUNDS TRANSFERRED FROM PRN A/C# A10007 TOPRN A/C# W5000 AS REQUESTED	0.00	85,598.24	85,598.24	0.00		10/25/2012
BERNSTEIN FAMILY LLLP	Dividend	GENERAL ELECTRIC CO @ 0.17 PER SHARE	1,500.00	255.00	255.00	0.00	GE	10/25/2012

BERNSTEIN FAMILY LLLP	Cost Adjustment	MONDELEZ INTERNATIONAL-W/I CORPORATE ACTIONS ADJUSTMENTS	750.00	-7,368.90	0.00	0.00	MDLZ	10/24/2012
				66,544.98	**310,398.90**	**4,608.17**		

*This presentation has been prepared for information purposes only. Nothing in this material is intended to be a solicitation for any product or service offered by JPMorgan Private Bank or any of its affiliates. Information contained herein has been obtained from sources believed to be reliable but we do not guarantee its accuracy or completeness and accept no responsibility for any direct or consequential losses arising from its use. Workstation Data as of October 25, 2013

TS001602

Ted states here that he has read the trust documents carefully but then in Jan 2014 tells the Sheriff that he has never read the trust documents he operated under.

Robert Spallina

From: Ted Bernstein [tbernstein@lifeinsuranceconcepts.com]
Sent: Friday, October 25, 2013 7:34 PM
To: Robert Spallina
Subject: RE: Withdrawal Activity Report

Good news is that on quick glance, all looks kosher but Deborah and I will tie everything out over the weekend. Bad news is that there is a steadily increasing amount of money being wasted on Eliot related matters. Once we get past Monday, I want to meet with you about my damages that I have incurred as a result of my role as trustee. I have read through the document carefully and I have important questions and concerns about doing some things to counter the affects and I feel that there is time sensitivity involved.

I hope Kim is doing as best as can be expected.

I'm available over the weekend if you need me.

Ted

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Friday, October 25, 2013 7:12 PM
To: Ted Bernstein
Subject: FW: Withdrawal Activity Report

From: Jarvis, Joey [mailto:joey.jarvis@jpmorgan.com]
Sent: Friday, October 25, 2013 6:41 PM
To: Robert Spallina
Subject: RE: Withdrawal Activity Report

Hi Rob,

Please find attached the detail reports as of today for all 4 entities below. I went ahead and ran a report for the LLLP for your reference. I tried to highlight any account transfer activity within the LLLP report in green since there was so much more activity in this account. Let me know if I can help you further.

- Simon's Trust - $65,244.23
- Simon's Estate - $531.59
- Shirley's Trust - $577,454.25 (includes intraday activity for the FPL debit of $536.79)
- Bernstein LLLP - $545,948.01 (This includes a $285 GE dividend which will be paid into the account overnight)

Kind regards,
Joey

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Friday, October 25, 2013 6:24 PM
To: Jarvis, Joey
Subject: RE: Withdrawal Activity Report

Thank you

From: Jarvis, Joey [mailto:joey.jarvis@jpmorgan.com]
Sent: Friday, October 25, 2013 6:24 PM
To: Robert Spallina
Subject: RE: Withdrawal Activity Report

I will have it for you in 10 minutes. I am finishing the last one right now.

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Friday, October 25, 2013 6:23 PM
To: Jarvis, Joey
Subject: RE: Withdrawal Activity Report

Thank you Joey. You still working on the detail?

From: Jarvis, Joey [mailto:joey.jarvis@jpmorgan.com]
Sent: Friday, October 25, 2013 4:55 PM
To: Robert Spallina
Cc: Prindle, Christopher R
Subject: RE: Withdrawal Activity Report

Hi Rob,

I have updated the value of each account below including the LLLP as of today. I will follow-up with the line item reports shortly. Please let me know if I can help further.

- Simon's Trust - $65,244.23
- Simon's Estate - $531.59
- Shirley's Trust - $577,454.25 (includes intraday activity for the FPL debit of $536.79)
- Bernstein LLLP - $545,948.01 (This includes a $285 GE dividend which will be paid into the account overnight)

Kind regards,
Joey

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Friday, October 25, 2013 4:26 PM
To: Jarvis, Joey
Cc: Prindle, Christopher R
Subject: RE: Withdrawal Activity Report

Joey – please call me it is urgent. Thank you

From: Jarvis, Joey [mailto:joey.jarvis@jpmorgan.com]
Sent: Thursday, September 12, 2013 4:46 PM
To: Robert Spallina
Cc: Prindle, Christopher R
Subject: RE: Withdrawal Activity Report

Hi Rob,

Please find attached a breakdown of the account activity for Shirley's Trust, as well as Simon's Trust and Estate. We used the same start date as before - October 23, 2012. For your reference, I have included the current balance for each account below in case it is helpful. Please let us know if you need any additional detail.

- Simon's Trust - $88,667.35
- Simon's Estate - $531.59
- Shirley's Trust - $705,084.98

Why are we starting one month after Simon death????

Kind regards,
Joey

Joey W. Jarvis | Investment Professional | **J.P. Morgan Private Bank** | 205 Royal Palm Way | Palm Beach, FL 33480 | P: (561) 838-4609 | NMLS ID: 775000 | **joey.jarvis@jpmorgan.com**

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Thursday, September 12, 2013 10:51 AM
To: Robert Spallina; Jarvis, Joey
Cc: Prindle, Christopher R
Subject: RE: Withdrawal Activity Report

Joey can you also please send reports for the Simon Estate account and trust account. Thank you

From: Robert Spallina
Sent: Thursday, September 12, 2013 10:45 AM
To: 'Jarvis, Joey'
Cc: Prindle, Christopher R
Subject: RE: Withdrawal Activity Report

Joey – can you please send an updated report. Thank you

From: Jarvis, Joey [mailto:joey.jarvis@jpmorgan.com]
Sent: Wednesday, April 10, 2013 2:08 PM
To: Robert Spallina
Cc: Prindle, Christopher R
Subject: Withdrawal Activity Report

Hi Rob,

It was a pleasure speaking with you. I have attached a breakdown of the account activity for Shirley since October 23, 2012. I tried to provide you with a little guidance around the larger transactions, so you had some context. Let me know if I can help further, and I will wait to hear back from you on the transfers as we discussed.

Kind regards,
Joey

Joey W. Jarvis | Investment Professional | **J.P. Morgan Private Bank** | 205 Royal Palm Way | Palm Beach, FL 33480 | P: (561) 838-4609 | NMLS ID: 775000 | **joey.jarvis@jpmorgan.com**

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J.P. Morgan

JPMorgan Chase Bank, N.A.
270 Park Avenue, New York, NY 10017-2014
Federal Identification Number: 13-4994650

Account Number: W 32635-00-0
Generated on: 03/11/2013
Corrected Copy 03/11/2013

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BERNSTEIN FAMILY INVESTMENT LLLP
950 PENINSULA CORP CIR STE 3010
BOCA RATON, FL 33487-1387

2012 Forms 1099 and Tax Reporting Statements

January 1 - December 31, 2012

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J.P.Morgan

TS001607

J.P.Morgan

JPMorgan Chase Bank, N.A.
270 Park Avenue, New York, NY 10017-2014

Federal Identification Number: 13-4994650
800/576-0938

BERNSTEIN FAMILY INVESTMENT LLLP
950 PENINSULA CORP CIR STE 3010
BOCA RATON, FL 33487-1387
Account Number: W 32635-00-0

Corrected Copy 03/11/2013

2012 Dividends and Distributions (Form 1099-DIV)

OMB No. 1545-0110

Copy B For Recipient
(Keep for your records)
RECIPIENT'S Identification Number: 26-2124343

1a.	Total ordinary dividends	34,212.78
1b.	Qualified dividends	29,397.94
2a.	Total capital gain distr.	
2b.	Unrecap. Sec. 1250 gain	
2c.	Section 1202 gain	
2d.	Collectibles (28%) gain	
3.	Nondividend distributions	5,185.19
4.	**FEDERAL INCOME TAX WITHHELD**	
5.	Investment expenses	
6.	Foreign tax paid	484.96
7.	Foreign country or U.S. possession	MULTI-NATIONAL
8.	Cash liquidation distributions	
9.	Noncash liquidation distributions	
10.	Exempt-interest dividends	11,259.25
11.	Specified private activity bond interest dividends	470.66
12.	State	
13.	State identification no.	
14.	State tax withheld	

Department of the Treasury-Internal Revenue Service

THIS IS IMPORTANT TAX INFORMATION AND IS BEING FURNISHED TO THE INTERNAL REVENUE SERVICE. IF YOU ARE REQUIRED TO FILE A RETURN, A NEGLIGENCE PENALTY OR OTHER SANCTION MAY BE IMPOSED ON YOU IF THIS INCOME IS TAXABLE AND THE IRS DETERMINES THAT IT HAS NOT BEEN REPORTED.

07040700160210041902
07140700020340041902

J.P.Morgan

000419 0002 of 0038 NSPOOMN3 Y1 NNNNNNNN

J.P.Morgan

JPMorgan Chase Bank, N.A.
270 Park Avenue, New York, NY 10017-2014

Federal Identification Number: 13-4994650
800/576-0938

BERNSTEIN FAMILY INVESTMENT LLLP
950 PENINSULA CORP CIR STE 3010
BOCA RATON, FL 33487-1387
Account Number: W 32635-00-0

Corrected Copy 03/11/2013

Instructions for Recipient

Recipient's identification number. For your protection, this form may show only the last four digits of your social security number (SSN), individual taxpayer identification number (ITIN), or adoption taxpayer identification number (ATIN). However, the issuer has reported your complete identification number to the IRS and, where applicable, to state and/or local governments.

Account number. May show an account or other unique number the payer assigned to distinguish your account.

1a. Shows total ordinary dividends that are taxable. Include this amount on line 9a of Form 1040 or 1040A. Also, report it on Schedule B (Form 1040A or 1040), if required. The amount shown may be dividends a corporation paid directly to you as a participant (or beneficiary of a participant) in an employee stock ownership plan (ESOP). Report it as a dividend on your Form 1040/1040A but treat it as a plan distribution, not as investment income, for any other purpose.

1b. Shows the portion of the amount in box 1a that may be eligible for the 15% or zero capital gains rates. See Form 1040/1040A instructions for how to determine this amount. Report the eligible amount on line 9b, Form 1040 or 1040A.

2a. Shows total capital gain distributions from a regulated investment company or real estate investment trust. Report the amounts shown in box 2a on Schedule D (Form 1040), line 13. But, if no amount is shown in boxes 2c-2d and your only capital gains and losses are capital gain distributions, you may be able to report the amounts shown in box 2a on line 13 of Form 1040 (line 10 of Form 1040A) rather than Schedule D. See the Form 1040/1040A instructions.

2b. Shows the portion of the amount in box 2a that is unrecaptured section 1250 gain from certain depreciable real property. Report this amount on the Unrecaptured Section 1250 Gain Worksheet-Line 19 in the Schedule D Instructions (Form 1040).

2c. Shows the portion of the amount in box 2a that is section 1202 gain from certain small business stock that may be subject to a 50% exclusion and certain empowerment zone business stock that may be subject to a 60% exclusion. See the Schedule D (Form 1040) instructions.

2d. Shows 28% rate gain from sales or exchanges of collectibles. If required, use this amount when completing the 28% Rate Gain Worksheet-Line 18 in the instructions for Schedule D (Form 1040).

3. Shows the part of the distribution that is nontaxable because it is a return of your cost (or other basis). You must reduce your cost (or other basis) by this amount for figuring gain or loss when you sell your stock. But if you get back all your cost (or other basis), report future distributions as capital gains. See Pub. 550, Investment Income and Expenses.

4. Shows backup withholding. A payer must backup withhold on certain payments if you did not give your taxpayer identification number to the payer. See Form W-9, Request for Taxpayer Identification Number and Certification, for information on backup withholding. Include this amount on your income tax return as tax withheld.

5. Shows your share of expenses of a nonpublicly offered regulated investment company, generally a nonpublicly offered mutual fund. If you file Form 1040, you may deduct these expenses on the "Other expenses" line on Schedule A (Form 1040) subject to the 2% limit. This amount is included in box 1a.

6. Shows the foreign tax you may be able to claim as a deduction or a credit on Form 1040. See the Form 1040 instructions.

7. This box should be left blank if a regulated investment company reported the foreign tax shown in box 6.

8-9. Shows cash and noncash liquidation distributions.

10. Shows exempt-interest dividends from a mutual fund or other regulated investment company paid to you during the calendar year. Include this amount on line 8b of Form 1040 or 1040A as tax-exempt interest. This amount may be subject to backup withholding. See box 4.

11. Shows exempt-interest dividends subject to the alternative minimum tax. This amount is included in box 10. See the Instructions for Form 6251.

12-14. State income tax withheld reporting boxes.

Nominees. If this form includes amounts belonging to another person, you are considered a nominee recipient. You must file Form 1099-DIV (with a Form 1096) with the IRS for each of the other owners to show their share of the income, and you must furnish a Form 1099-DIV to each. A husband or wife is not required to file a nominee return to show amounts owned by the other. See the 2012 General Instructions for Certain Information Returns.

J.P.Morgan

JPMorgan Chase Bank, N.A.
270 Park Avenue, New York, NY 10017-2014

Federal Identification Number: 13-4994650
800/576-0938

BERNSTEIN FAMILY INVESTMENT LLLP
950 PENINSULA CORP CIR STE 3010
BOCA RATON, FL 33487-1387
Account Number: W 32635-00-0

Corrected Copy 03/11/2013

2012 Interest Income (Form 1099-INT)

OMB No. 1545-0112

Copy B For Recipient
(Keep for your records)

RECIPIENT'S Identification Number: 26-2124343

1.	Interest income	30,577.04
2.	Early withdrawal penalty	
3.	Interest on U.S. Savings Bonds and Treasury obligations	
4.	**FEDERAL INCOME TAX WITHHELD**	
5.	Investment expenses	
6.	Foreign tax paid	
7.	Foreign country or U.S. possession	
8.	Tax-exempt interest	
9.	Specified private activity bond interest	
10.	Tax-exempt bond CUSIP no.	
11.	State	
12.	State identification no.	
13.	State tax withheld	

Department of the Treasury-Internal Revenue Service

THIS IS IMPORTANT TAX INFORMATION AND IS BEING FURNISHED TO THE INTERNAL REVENUE SERVICE. IF YOU ARE REQUIRED TO FILE A RETURN, A NEGLIGENCE PENALTY OR OTHER SANCTION MAY BE IMPOSED ON YOU IF THIS INCOME IS TAXABLE AND THE IRS DETERMINES THAT IT HAS NOT BEEN REPORTED.

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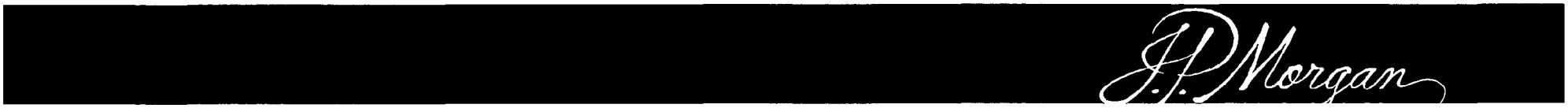

JPMorgan Chase Bank, N.A.
270 Park Avenue, New York, NY 10017-2014

Federal Identification Number: 13-4994650
800/576-0938

BERNSTEIN FAMILY INVESTMENT LLLP
950 PENINSULA CORP CIR STE 3010
BOCA RATON, FL 33487-1387
Account Number: W 32635-00-0

Corrected Copy 03/11/2013

Instructions for Recipient

Recipient's identification number. For your protection, this form may show only the last four digits of your social security number (SSN), individual taxpayer identification number (ITIN), or adoption taxpayer identification number (ATIN). However, the issuer has reported your complete identification number to the IRS and, where applicable, to state and/or local governments.

Account number. May show an account or other unique number the payer assigned to distinguish your account.

1. Shows taxable interest paid to you during the calendar year by the payer. This does not include interest shown in box 3. May also show the total amount of the credits from clean renewable energy bonds, Gulf tax credit bonds, qualified forestry conservation bonds, new clean renewable energy bonds, qualified energy conservation bonds, qualified zone academy bonds, Midwestern tax credit bonds, qualified school construction bonds, and build America bonds that must be included in your interest income. These amounts were treated as paid to you during 2012 on the credit allowance dates (March 15, June 15, September 15, and December 15). For more information, see Form 8912, Credit to Holders of Tax Credit Bonds.
2. Shows interest or principal forfeited because of early withdrawal of time savings. You may deduct this amount to figure your adjusted gross income on your income tax return. See the instructions for Form 1040 to see where to take the deduction.
3. Shows interest on U.S. Savings Bonds, Treasury bills, Treasury bonds, and Treasury notes. This may or may not all be taxable. See Pub. 550. This interest is exempt from state and local income taxes. This interest is not included in box 1.
4. Shows backup withholding. Generally, a payer must backup withhold if you did not furnish your taxpayer identification number (TIN) or you did not furnish the correct TIN to the payer. See Form W-9. Include this amount on your income tax return as tax withheld.
5. Any amount shown is your share of investment expenses of a single class REMIC. If you file Form 1040, you may deduct these expenses on the "Other expenses" line of Schedule A (Form 1040) subject to the 2% limit. This amount is included in box 1.
6. Shows foreign tax paid. You may be able to claim this tax as a deduction or a credit on your Form 1040. See your Form 1040 instructions.
8. Shows tax-exempt interest paid to you during the calendar year by the payer. Report this amount on line 8b of Form 1040A or Form 1040. This amount may be subject to backup withholding. See box 4.
9. Shows tax-exempt interest subject to the alternative minimum tax. This amount is included in box 8. See the Instructions for Form 6251.
10. Shows CUSIP number(s) for tax-exempt bond(s) on which tax-exempt interest was paid to you during the calendar year and reported in box 8. If blank, no CUSIP number was issued for the bond(s).

11 - 13. State tax withheld reporting boxes.

Nominees. If this form includes amounts belonging to another person(s), you are considered a nominee recipient. Complete a Form 1099-INT for each of the other owners showing the income allocable to each. File Copy A of the form with the IRS. Furnish Copy B to each owner. List yourself as the "payer" and the other owner(s) as the "recipient." File Form(s) 1099-INT with Form 1096 with the Internal Revenue Service Center for your area. On Form 1096 list yourself as the "filer." A husband or wife is not required to file a nominee return to show amounts owned by the other.

J.P.Morgan

JPMorgan Chase Bank, N.A.
270 Park Avenue, New York, NY 10017-2014

Federal Identification Number: 13-4994650
800/576-0938

BERNSTEIN FAMILY INVESTMENT LLLP
950 PENINSULA CORP CIR STE 3010
BOCA RATON, FL 33487-1387
Account Number: W 32635-00-0

Corrected Copy 03/11/2013

2012 Proceeds from Broker and Barter Exchange Transactions (Form 1099-B)

OMB No. 1545-0715

Copy B For Recipient - (Keep for your records)
RECIPIENT'S Identification Number: 26-2124343

Box 1c: Short-Term Covered - Box 6b: Basis Reported to IRS

Box 8. Description	Box 1d. Stock or Other Symbol / Cusip	Box 1a. Date of sale or exchange / Box 1b. Date of acquisition	Box 1e. Quantity Sold	Box 2a. Stocks, bonds, etc*	Box 2b. Check if loss not allowed based on amount in Box 2a	Box 3. Cost or other basis	Box 5. Wash sale loss disallowed	Gain or loss
ABBOTT LABORATORIES	ABT 002824-10-0	07/19/2012 11/10/2011	350.000	22,964.48		18,978.71		3,985.77
INVESCO HIGH YIELD MUNI FD Y	ACTD 001419-65-4	10/26/2012 Various	186.018	1,884.36		1,837.98		46.38
JPM STR INC OPP FD FUND 3844	JSOS 4812A4-35-1	12/05/2012 Various	79.048	933.56		916.10		17.46
VANGUARD MUNI BD FD INC HI YLD PORT FUND 44	VWAH 922907-40-7	02/22/2012 Various	36.386	399.16		394.71	.15	4.60
VANGUARD MUNI BD FD INC HI YLD PORT FUND 44	VWAH 922907-40-7	07/19/2012 Various	54.082	604.64		595.60		9.04

Department of the Treasury-Internal Revenue Service

* GROSS PROCEEDS LESS COMMISSIONS AND OPTION PREMIUMS ARE BEING REPORTED.
IF APPLICABLE, FEDERAL AND STATE INCOME TAX WITHHELD IS PRESENTED ON THE FINAL PAGE OF FORM 1099-B

THIS IS IMPORTANT TAX INFORMATION AND IS BEING FURNISHED TO THE INTERNAL REVENUE SERVICE. IF YOU ARE REQUIRED TO FILE A RETURN, A NEGLIGENCE PENALTY OR OTHER SANCTION MAY BE IMPOSED ON YOU IF THIS INCOME IS TAXABLE AND THE IRS DETERMINES THAT IT HAS NOT BEEN REPORTED.

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J.P.Morgan

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JPMorgan Chase Bank, N.A.
270 Park Avenue, New York, NY 10017-2014

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BERNSTEIN FAMILY INVESTMENT LLLP
950 PENINSULA CORP CIR STE 3010
BOCA RATON, FL 33487-1387
Account Number: W 32635-00-0

Corrected Copy 03/11/2013

2012 Proceeds from Broker and Barter Exchange Transactions (Form 1099-B)

OMB No. 1545-0715

Copy B For Recipient - (Keep for your records)
RECIPIENT'S Identification Number: 26-2124343

Box 1c: Short-Term Covered - Box 6b: Basis Reported to IRS

Description	Box 8. Cusip	Box 1d. Stock or Other Symbol	Box 1a. Date of sale or exchange Box 1b. Date of acquisition	Box 1e. Quantity Sold	Box 2a. Stocks, bonds, etc*	Box 2b. Check if loss not allowed based on amount in Box 2a	Box 3. Cost or other basis	Box 5. Wash sale loss disallowed	Gain or loss
VANGUARD MUNI BD FD INC HI YLD PORT FUND 44	922907-40-7	VWAH	12/05/2012 Various	43.869	503.85		495.50		8.35
WELLS FARGO FDS TR INTRMDT TXFR A	949921-59-7	WFIT	12/05/2012 Various	369.523	4,397.32		4,278.24		119.08
Total Short-Term Covered					**31,687.37**		**27,496.84**	**.15**	**4,190.68**

Department of the Treasury-Internal Revenue Service

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Corrected Copy 03/11/2013

2012 Proceeds from Broker and Barter Exchange Transactions (Form 1099-B)

OMB No. 1545-0715

Copy B For Recipient - (Keep for your records)
RECIPIENT'S Identification Number: 26-2124343

Box 1c: Long-Term Covered - Box 6b: Basis Reported to IRS

Box 8. Description	Box 1d. Stock or Other Symbol / Cusip	Box 1a. Date of sale or exchange / Box 1b. Date of acquisition	Box 1e. Quantity Sold	Box 2a. Stocks, bonds, etc*	Box 2b. Check if loss not allowed based on amount in Box 2a	Box 3. Cost or other basis	Box 5. Wash sale loss disallowed	Gain or loss
ABBOTT LABORATORIES	ABT 002824-10-0	11/13/2012 02/14/2011	350.000	22,621.71		16,158.00		6,463.71
CHEVRON CORP	CVX 166764-10-0	12/12/2012 02/14/2011	200.000	21,505.51		19,424.00		2,081.51
COCA-COLA CO	KO 191216-10-0	12/12/2012 03/02/2011	500.000	18,714.57		16,237.50		2,477.07
INVESCO HIGH YIELD MUNI FD Y	ACTD 001419-65-4	10/26/2012 07/02/2010	27.765	281.26		261.82		19.44
JOHNSON CONTROLS INC	JCI 478366-10-7	11/13/2012 03/02/2011	300.000	7,471.83		12,164.00		-4,692.17

Department of the Treasury-Internal Revenue Service

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JPMorgan Chase Bank, N.A.
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BERNSTEIN FAMILY INVESTMENT LLLP
950 PENINSULA CORP CIR STE 3010
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Account Number: W 32635-00-0

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2012 Proceeds from Broker and Barter Exchange Transactions (Form 1099-B)

OMB No. 1545-0715

Copy B For Recipient - (Keep for your records)
RECIPIENT'S Identification Number: 26-2124343

Box 1c: Long-Term Covered - Box 6b: Basis Reported to IRS

Box 8. Description	Box 1d. Stock or Other Symbol / Cusip	Box 1a. Date of sale or exchange / Box 1b. Date of acquisition	Box 1e. Quantity Sold	Box 2a. Stocks, bonds, etc*	Box 2b. Check if loss not allowed based on amount in Box 2a	Box 3. Cost or other basis	Box 5. Wash sale loss disallowed	Gain or loss
MERCK AND CO INC	MRK 58933Y-10-5	12/12/2012 11/10/2011	500.000	22,499.49		17,590.00		4,909.49
PEOPLE'S UNITED FINANCIAL INC	PBCT 712704-10-5	08/03/2012 02/14/2011	1,000.000	11,409.74		13,320.00		-1,910.26
PROCTER & GAMBLE CO	PG 742718-10-9	12/12/2012 03/02/2011	200.000	14,089.35		12,588.00		1,501.35
SOUTHERN CO	SO 842587-10-7	08/03/2012 03/02/2011	300.000	14,089.68		11,437.00		2,652.68
Total Long-Term Covered				**132,683.14**		**119,180.32**		**13,502.82**
Total Long-Term & Short-Term Covered				**164,370.51**		**146,677.16**	**.15**	**17,693.50**

Department of the Treasury-Internal Revenue Service

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J.P.Morgan

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270 Park Avenue, New York, NY 10017-2014

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BERNSTEIN FAMILY INVESTMENT LLLP
950 PENINSULA CORP CIR STE 3010
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2012 Proceeds from Broker and Barter Exchange Transactions (Form 1099-B)

OMB No. 1545-0715

Copy B For Recipient - (Keep for your records)
RECIPIENT'S Identification Number: 26-2124343

Box 6a: Non Covered - Basis not reported to IRS

Box 8. Description	Box 1d. Stock or Other Symbol	Cusip	Box 1a. Date of sale or exchange	Box 1e. Quantity Sold	Box 2a. Stocks, bonds, etc*	Box 2b. check if loss not allowed based on amount in Box 2a
APPLE INC.	AAPL	037833-10-0	10/26/2012	125.000	74,180.83	
BERKSHIRE HATHAWAY INC DEL CL B	BRK	084670-70-2	11/13/2012	200.000	17,122.61	
BLACKSTONE GROUP LP	BX	09253U-10-8	11/13/2012	1,000.000	14,369.67	
BP PLC SPONS ADR	BP	055622-10-4	11/13/2012	325.000	13,098.20	
CANADIAN GOVERNMENT - CAD 8% JUN 01 2023 DTD 08/17/1992 HELD BY EUROCLEAR 8% JUN 01 2023		135090-9J-9	12/06/2012	10,000.000	16,071.15	

Department of the Treasury-Internal Revenue Service

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IF APPLICABLE, BOX 4 FEDERAL INCOME TAX WITHHELD IS PRESENTED ON THE FINAL PAGE OF FORM 1099-B

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J.P.Morgan

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950 PENINSULA CORP CIR STE 3010
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Corrected Copy 03/11/2013

2012 Proceeds from Broker and Barter Exchange Transactions (Form 1099-B)

OMB No. 1545-0715

Copy B For Recipient - (Keep for your records)
RECIPIENT'S Identification Number: 26-2124343

Box 6a: Non Covered - Basis not reported to IRS

Box 8. Description	Box 1d. Stock or Other Symbol	Cusip	Box 1a. Date of sale or exchange	Box 1e. Quantity Sold	Box 2a. Stocks, bonds, etc*	Box 2b. check if loss not allowed based on amount in Box 2a
DEUTSCHE BANK AG LONDON NOTES 5 3/8% OCT 12 2012 DTD 10/12/2007		2515A0-HQ-9	08/03/2012	22,000.000	22,143.00	
DOW CHEMICAL CO	DOW	260543-10-3	02/17/2012	575.000	19,794.64	
DOW CHEMICAL CO	DOW	260543-10-3	12/12/2012	700.000	21,732.51	
DUKE ENERGY CORP NEW CASH IN LIEU OF FRACTIONAL SHARES	DUK	26441C-20-4	08/07/2012	.000	44.48	
DUKE ENERGY CORP NEW	DUK	26441C-20-4	11/13/2012	916.000	56,864.76	
EATON VANCE MUNICIPAL BOND FUND	EIM	27827X-10-1	12/05/2012	2,500.000	36,897.16	
EATON VANCE TAX-MANAGED DIVERSIFIED EQUITY FUND	ETY	27828N-10-2	11/13/2012	1,500.000	14,069.68	

Department of the Treasury-Internal Revenue Service

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J.P.Morgan

J.P.Morgan

JPMorgan Chase Bank, N.A.
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BERNSTEIN FAMILY INVESTMENT LLLP
950 PENINSULA CORP CIR STE 3010
BOCA RATON, FL 33487-1387
Account Number: W 32635-00-0

Corrected Copy 03/11/2013

2012 Proceeds from Broker and Barter Exchange Transactions (Form 1099-B)

OMB No. 1545-0715

Copy B For Recipient - (Keep for your records)
RECIPIENT'S Identification Number: 26-2124343

Box 6a: Non Covered - Basis not reported to IRS

Box 8. Description	Box 1d. Stock or Other Symbol	Cusip	Box 1a. Date of sale or exchange	Box 1e. Quantity Sold	Box 2a. Stocks, bonds, etc*	Box 2b. check if loss not allowed based on amount in Box 2a
EATON VANCE SR FLOATING RATE FUND	EFR	27828Q-10-5	12/05/2012	2,000.000	32,432.76	
EATON VANCE TAX ADVANTAGED GLOBAL DIVIDEND INCOME FUND	ETG	27828S-10-1	11/13/2012	1,750.000	23,432.29	
EATON VANCE TAX MANAGED GLOBAL BUY WRITE OPPORTUNITIES FUND	ETW	27829C-10-5	11/13/2012	1,000.000	10,760.13	
ELI LILLY & CO	LLY	532457-10-8	12/12/2012	300.000	14,582.67	
ENERGY TRANSFER PARTNERS L P	ETP	29273R-10-9	11/13/2012	400.000	16,767.62	
EXXON MOBIL CORP	XOM	30231G-10-2	11/13/2012	250.000	21,509.51	
FEDERAL REPUBLIC OF BRAZIL NOTES 8% JAN 15 2018 DTD 8/1/2005		105756-BH-2	01/17/2012	1,111.110	1,111.11	

Department of the Treasury-Internal Revenue Service

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IF APPLICABLE, BOX 4 FEDERAL INCOME TAX WITHHELD IS PRESENTED ON THE FINAL PAGE OF FORM 1099-B

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J.P.Morgan

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2012 Proceeds from Broker and Barter Exchange Transactions (Form 1099-B)

OMB No. 1545-0715

Copy B For Recipient - (Keep for your records)
RECIPIENT'S Identification Number: 26-2124343

Box 6a: Non Covered - Basis not reported to IRS

Box 8. Description	Box 1d. Stock or Other Symbol	Cusip	Box 1a. Date of sale or exchange	Box 1e. Quantity Sold	Box 2a. Stocks, bonds, etc*	Box 2b. check if loss not allowed based on amount in Box 2a	
FEDERAL REPUBLIC OF BRAZIL NOTES 8% JAN 15 2018 DTD 8/1/2005		105756-BH-2	07/18/2012	1,111.110	1,111.11		
FEDERAL REPUBLIC OF BRAZIL NOTES 8% JAN 15 2018 DTD 8/1/2005		105756-BH-2	11/05/2012	12,222.220	14,342.78		
FIRST TRUST/ABERDEEN GLOBAL OPPORTUNITY INCOME FUND		337319-10-7	12/03/2012	1,500.000	26,544.57		C
FRONTIER COMMUNICATIONS CORPORATION	FTR	35906A-10-8	07/19/2012	156.000	539.66		
GENERAL ELECTRIC COMPANY NOTES 5% FEB 1 2013 DTD 1/28/2003		369604-AY-9	12/05/2012	23,000.000	23,126.50		

Department of the Treasury-Internal Revenue Service

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IF APPLICABLE, BOX 4 FEDERAL INCOME TAX WITHHELD IS PRESENTED ON THE FINAL PAGE OF FORM 1099-B

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J.P.Morgan

JPMorgan Chase Bank, N.A.
270 Park Avenue, New York, NY 10017-2014

Federal Identification Number: 13-4994650
800/576-0938

BERNSTEIN FAMILY INVESTMENT LLLP
950 PENINSULA CORP CIR STE 3010
BOCA RATON, FL 33487-1387
Account Number: W 32635-00-0

Corrected Copy 03/11/2013

2012 Proceeds from Broker and Barter Exchange Transactions (Form 1099-B)

OMB No. 1545-0715

Copy B For Recipient - (Keep for your records)
RECIPIENT'S Identification Number: 26-2124343

Box 6a: Non Covered - Basis not reported to IRS

Box 8. Description	Box 1d. Stock or Other Symbol	Cusip	Box 1a. Date of sale or exchange	Box 1e. Quantity Sold	Box 2a. Stocks, bonds, etc*	Box 2b. check if loss not allowed based on amount in Box 2a
GOLDMAN SACHS GROUP INC NOTES 5 1/4% OCT 15 2013 DTD 10/14/2003		38141G-DQ-4	12/05/2012	22,000.000	22,759.00	
GOOGLE INC CL A	GOOG	38259P-50-8	07/19/2012	50.000	29,700.83	
GOOGLE INC CL A	GOOG	38259P-50-8	11/13/2012	50.000	32,911.26	
GS MORTGAGE SECURITITES CORPORATION II SER 2007-GG10 CL A4 FLOATING RATE AUG 10 2045 DTD 07/01/2007		36246L-AE-1	03/12/2012	50,000.000	55,609.38	

Department of the Treasury-Internal Revenue Service

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HUTCHISON WHAMP INTERNATIONAL LTD 6 1/2% SER REGS FEB 13 2013 DTD 2/13/2003		G4672Q-AA-2	12/05/2012	9,000.000	9,072.00	
INVESCO HIGH YIELD MUNI FD Y	ACTD	001419-65-4	10/26/2012	4,055.416	41,081.37	
ISHARES S&P GLOBAL TELECOMMUNICATION	IXP	464287-27-5	12/10/2012	200.000	11,542.73	
JOHN DEERE CAPITAL CORP 5.10% JAN 15 2013 DTD 1/10/2003		244217-BK-0	12/05/2012	10,000.000	10,035.00	
JOHN DEERE CAPITAL CORP MEDIUM TERM NOTE 4.9% SEP 09 2013 DTD 09/08/2008		24422E-QU-6	12/05/2012	15,000.000	15,457.50	

Department of the Treasury-Internal Revenue Service

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JPM STR INC OPP FD FUND 3844	JSOS	4812A4-35-1	12/05/2012	2,155.515	25,456.63	
KINDER MORGAN ENERGY PARTNERSHIP L P UNIT OF LIMITED PARTNERSHIP INT	KMP	494550-10-6	11/13/2012	400.000	31,329.19	
KRAFT FOODS GROUP INC COM	KRFT	50076Q-10-6	10/26/2012	250.000	11,207.31	
MONDELEZ INTERNATIONAL-W/I	MDLZ	609207-10-5	10/26/2012	750.000	19,611.80	
MS CONT BUFF EQ SPX 4/10/12 75% CONTIN BARRIER - 12%CPN- 30%MAXPMT INITIAL LEVEL-09/24/10 SPX: 1148.67		617482-NR-1	04/10/2012	50,000.000	60,894.78	

Department of the Treasury-Internal Revenue Service

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J.P.Morgan

JPMorgan Chase Bank, N.A.
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OMB No. 1545-0715

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RECIPIENT'S Identification Number: 26-2124343

Box 6a: Non Covered - Basis not reported to IRS

Box 8. Description	Box 1d. Stock or Other Symbol	Box 1a. Cusip	Box 1a. Date of sale or exchange	Box 1e. Quantity Sold	Box 2a. Stocks, bonds, etc*	Box 2b. check if loss not allowed based on amount in Box 2a
NEW ZEALAND GOVERNMENT-NZD 6% APR 15 2015 DTD 04/15/2003 HELD BY EUROCLEAR ISIN NZGOVD0004R7 SEDOL 6610726		G62784-9B-4	12/05/2012	42,000.000	37,045.93	
NORWEGIAN GOVERNMENT -NOK 6.50% MAY 15 2013 DTD 05/15/2002 HELD BY EUROCLEAR 6.50% MAY 15 2013		666999-9A-7	10/29/2012	202,000.000	35,826.41	
NUVEEN SELECT TAX FREE INCM SH BEN INT	NXQ	67063C-10-6	12/05/2012	1,250.000	18,348.58	

Department of the Treasury-Internal Revenue Service

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NUVEEN AMT-FREE MUNICIPAL INCOME FUND	NEA	670657-10-5	12/05/2012	1,500.000	23,081.47	
PETROBRAS INTERNATIONAL FINANCE NOTES 9 1/8% JUL 2 2013 DTD 7/2/2003		71645W-AG-6	12/05/2012	15,000.000	15,600.00	
PROCTER & GAMBLE CO	PG	742718-10-9	12/12/2012	250.000	17,611.68	
QUEENSLAND TREASURY CORP 6.000% 09/14/2017 DTD 09/14/2006 HELD BY EUROCLEAR ISIN US748305BG31 SEDOL B1L3004		748305-9H-4	12/05/2012	30,000.000	34,659.84	

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J.P.Morgan

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J.P.Morgan

JPMorgan Chase Bank, N.A.
270 Park Avenue, New York, NY 10017-2014

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REPUBLIC OF SOUTH AFRICA - ZAR 8.75% DEC 21 2014 DTD 12/21/2002 HELD BY EUROCLEAR ISIN ZAG000019878 SEDOL 6711953		S69124-9Q-0	10/26/2012	105,000.000	12,975.21	
REPUBLIC OF PERU NOTES 9 1/8% FEB 21 2012 DTD 8/21/2002		715638-AL-6	02/21/2012	20,000.000	20,000.00	
SECTOR SPDR TR SBI INT-FINL SEDOL 2364038	XLF	81369Y-60-5	10/26/2012	3,000.000	46,918.94	

Department of the Treasury-Internal Revenue Service

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SUNCOR ENERGY INC - CAD MEDIUM TERM NOTES 5.8% MAY 22 2018 DTD 05/22/2008 HEDL BY EUROCLEAR ISIN CA86721ZAC38 MEDIUM TERM NOTES 5.8% MAY 22 2018		86721Z-9B-7	12/05/2012	20,000.000	23,364.72	
SWEDISH GOVERNMENT - SEK 5.50% OCT 8 2012 DTD 10/08/2001 HELD BY EUROCLEAR ISIN SE0000909640 SEDOL 7334821		H33482-9A-2	10/09/2012	80,000.000	11,869.82	

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270 Park Avenue, New York, NY 10017-2014

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BERNSTEIN FAMILY INVESTMENT LLLP
950 PENINSULA CORP CIR STE 3010
BOCA RATON, FL 33487-1387
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TELECOM ITALIA FIN SA - EUR MEDIUM TERM NOTE 6.875% JAN 24 2013 DTD 01/24/2003 HELD BY EUROCLEAR MEDIUM TERM NOTE 6.875% JAN 24 2013		H53465-9C-8	10/29/2012	12,000.000	15,696.26	
TSY 5% 2018 - GBP 5% MAR 07 2018 DTD 05/25/2007 HELD BY EUROCLEAR 5% MAR 07 2018		871291-9B-8	12/05/2012	12,000.000	23,230.94	

Department of the Treasury-Internal Revenue Service

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UNITED MEXICAN STATES NOTES 6 3/8% JAN 16 2013 DTD 1/16/2003		91086Q-AK-4	12/05/2012	24,000.000	24,084.00	
VANGUARD MUNI BD FD INC HI YLD PORT FUND 44	VWAH	922907-40-7	02/22/2012	2,242.557	24,600.84	
VANGUARD MUNI BD FD INC HI YLD PORT FUND 44	VWAH	922907-40-7	07/19/2012	169.532	1,895.36	
VANGUARD MUNI BD FD INC HI YLD PORT FUND 44	VWAH	922907-40-7	12/05/2012	2,851.154	32,731.24	
VERIZON COMMUNICATIONS 5 1/2% FEB 15 2018 DTD 02/12/2008		92343V-AL-8	12/05/2012	21,000.000	25,172.70	

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WAL-MART STORES INC SR NOTES 5.8% FEB 15 2018 DTD 08/24/2007		931142-CJ-0	12/05/2012	15,000.000	18,394.50	
WELLS FARGO FDS TR INTRMDT TXFR A	WFIT	949921-59-7	12/05/2012	12,601.733	149,960.63	
WESTERN ASSET MUN HIGH INCOME FUND	MHF	95766N-10-3	10/26/2012	1,500.000	12,630.70	
Total Non Covered					**1,495,017.95**	

Department of the Treasury-Internal Revenue Service

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Account Number: W 32635-00-0

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Instructions for Recipient

Brokers and barter exchanges must report proceeds from transactions to you and the IRS on Form 1099-B. Reporting is also required when your broker knows or has reason to know that a corporation in which you own stock has had a reportable change in control or capital structure. You may be required to recognize gain from the receipt of cash, stock, or other property that was exchanged for the corporation's stock. If your broker reported this type of transaction to you, the corporation is identified in box 8.

Recipient's identification number. For your protection, this form may show only the last four digits of your social security number (SSN), individual taxpayer identification number (ITIN), or adoption taxpayer identification number (ATIN). However, the issuer has reported your complete identification number to the IRS and, where applicable, to state and/or local governments.

Account number. May show an account or other unique number the payer assigned to distinguish your account.

Cusip number. For broker transactions, may show the CUSIP(Committee on Uniform Security Identification Procedures) number of the item reported.

1a. Shows the trade date of the sale or exchange. For short sales, the date shown is the date the security was delivered to close the short sale. For aggregate reporting in boxes 9 through 12, no entry will be present.

1b. This box may be blank if box 6a is checked or if the securities sold were acquired on a variety of dates. For short sales, the date shown is the date you acquired the security delivered to close the short sale.

2a. Shows the aggregate cash proceeds from transactions involving stocks, bonds, other debt obligations, commodities, or forward contracts. May show the proceeds from the disposition of your interest(s) in a widely held fixed investment trust. May also show the aggregate amount of cash and the fair market value of any stock or other property received in a reportable change in control or capital structure arising from the corporate transfer of property to a foreign corporation. Losses on forward contracts are shown in parentheses. This box does not include proceeds from regulated futures contracts. The broker must indicate whether the sales price or the sales price less commissions(including transfer taxes) and option premiums was reported to the IRS. Report this amount on Form 8949 as explained in the instructions for Schedule D(Form 1040).

2b. If checked, you cannot take a loss on your tax return based on gross proceeds from a reportable change in control or capital structure reported in box 2a. Do not report this loss on Form 8949 or Schedule D. The broker should advise you of any losses on a separate statement.

3. Shows the cost or other basis of securities sold. If box 6a is checked, box 3 may be blank. See the Schedule D (Form 1040) instructions or Pub. 550 for details about basis.

4. Shows backup withholding. Generally, a payer must backup withhold if you did not furnish your taxpayer identification number to the payer. See Form W-9 for information on backup withholding. Include this amount on your income tax return as tax withheld.

5. Shows the amount of nondeductible loss in a wash sale transaction. For details on wash sales, see the Schedule D (Form 1040) instructions and Pub. 550.

6a. If checked, the securities sold were noncovered securities and boxes 1b, 1c, 3, and 5 may be blank. Generally, a noncovered security means: a security other than stock; stock purchased before 2011; stock in most mutual funds and other regulated investment companies purchased before 2012; and stock purchased in or transferred to a dividend reinvestment plan before 2012.

6b. If checked, the basis in box 3 has been reported to the IRS.

7. Shows the cash you received, the fair market value of any property or services you received, and the fair market value of any trade credits or scrip credited to your account by a barter exchange. See Pub. 525.

8. Shows a brief description of the item or service for which the proceeds or bartering income is being reported. For regulated futures contracts and forward contracts,"RFC" or other appropriate description may be shown. For a corporation that had a reportable change in control or capital structure, this box may show the class of stock as C(common), P(preferred), or O(other).

Regulated Futures Contracts (Boxes 9 Through 12):

9. Shows the profit or (loss) realized on regulated futures or foreign currency contracts closed during 2012.

10. Shows any year-end adjustment to the profit or (loss) shown in Box 9 due to open contracts on December 31, 2011.

11. Shows the unrealized profit or (loss) on open contracts held in your account on December 31, 2012. These are considered sold as of that date. This will become an adjustment reported in box 10 in 2013.

12. Boxes 9, 10, and 11 are all used to figure the aggregate profit or (loss) on regulated futures or foreign currency contracts for the year. Include this amount on your 2012 Form 6781.

13 - 15. Shows state income tax withheld.

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BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

2012 Tax Information Summary

Our records show that FLORIDA is your state of residence.

Note: **C** indicates correction

Dividend Income

Total Domestic Dividends	**33,569.28**	
Qualifying Domestic Dividends	28,754.44	
Non-Qualifying Domestic Dividends	4,814.84	
Total Foreign Dividends	**643.50**	
Qualifying Foreign Dividends	643.50	
Total Tax-Exempt Dividend Income	**11,259.25**	
Tax Exempt Dividends	10,788.59	
Tax Exempt Dividends Subject to Amt	470.66	
Non-Dividend Distributions	**5,185.19**	

Interest Income

Total Taxable Interest Income	**30,577.04**	**C**
Corporate, Mortgage, Savings Interest	7,809.53	**C**
Foreign Interest	22,767.51	

Miscellaneous Income

Foreign Exchange Gain/Loss on Currency Contracts/Other	192.95
Foreign Exchange Gain/Loss on Capital Transactions (See Capital Gain/Loss Schedule)	23,148.42
Ordinary Income (See Capital Gain/Loss Schedule)	1,153.41

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BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

2012 Tax Information Summary

Our records show that FLORIDA is your state of residence.

Disbursements

Foreign Tax Withheld	**-484.96**	
Withholding - Qualifying Foreign Dividends	-471.28	
Withholding - Non-Qualifying Foreign Div/Interest	-13.68	

Capital Gain and Loss

Total Short-Term Gain and Loss	**20,646.16**	**C**
Short-Term Covered Gain and Loss	4,190.68	
Short-Term Non Covered Gain and Loss	16,455.48	
Total Long-Term Gain and Loss	**372,336.53**	**C**
Long-Term Covered Gain and Loss	13,502.82	
Long-Term Non Covered Gain and Loss	358,833.71	

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BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

DIVIDEND SCHEDULE

Domestic Taxable Dividends

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Security Description / Date	Ex-Date	Units	CUSIP	Qualifying Dividends Reportable on JPM Federal Form 1099-DIV	Non-Qualifying Div Reportable on JPM Federal Form 1099-DIV	Not Reported on JPM Federal Form 1099-DIV	Total
AT&T INC			00206R102				
02/01/2012	01/06/2012	750.000		330.00			330.00
05/01/2012	04/05/2012	750.000		330.00			330.00
08/01/2012	07/06/2012	750.000		330.00			330.00
11/01/2012	10/05/2012	750.000		330.00			330.00
Total				**1,320.00**			**1,320.00**
ABBOTT LABORATORIES			002824100				
02/15/2012	01/11/2012	700.000		336.00			336.00
05/15/2012	04/11/2012	700.000		357.00			357.00
08/15/2012	07/11/2012	700.000		357.00			357.00
11/15/2012	10/11/2012	350.000		178.50			178.50
Total				**1,228.50**			**1,228.50**
APPLE INC.			037833100				
08/16/2012	08/09/2012	250.000		662.50			662.50
11/15/2012	11/07/2012	125.000		331.25			331.25
Total				**993.75**			**993.75**
BRISTOL MYERS SQUIBB CO			110122108				
02/01/2012	01/04/2012	1,000.000		340.00			340.00
05/01/2012	04/03/2012	1,000.000		340.00			340.00
08/01/2012	07/03/2012	1,000.000		340.00			340.00

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BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

DIVIDEND SCHEDULE

Domestic Taxable Dividends

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11/01/2012	10/03/2012	1,000.000		340.00			340.00
Total				**1,360.00**			**1,360.00**
CHEVRON CORP			166764100				
03/12/2012	02/15/2012	200.000		162.00			162.00
06/11/2012	05/16/2012	200.000		180.00			180.00
09/10/2012	08/15/2012	200.000		180.00			180.00
12/10/2012	11/14/2012	200.000		180.00			180.00
Total				**702.00**			**702.00**
COCA-COLA CO			191216100				
04/02/2012	03/13/2012	250.000		127.50			127.50
07/02/2012	06/13/2012	250.000		127.50			127.50
10/01/2012	09/12/2012	500.000		127.50			127.50
12/17/2012	11/28/2012	500.000		127.50			127.50
Total				**510.00**			**510.00**
DOW CHEMICAL CO			260543103				
01/30/2012	12/28/2011	2,000.000		500.00			500.00
04/30/2012	03/28/2012	1,425.000		356.25			356.25
07/30/2012	06/27/2012	1,425.000		456.00			456.00
10/30/2012	09/26/2012	1,425.000		456.00			456.00
12/31/2012	12/20/2012	725.000		232.00			232.00

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BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

DIVIDEND SCHEDULE

Domestic Taxable Dividends

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Security Description / Date	Ex-Date	Units	CUSIP	Qualifying Dividends Reportable on JPM Federal Form 1099-DIV	Non-Qualifying Div Reportable on JPM Federal Form 1099-DIV	Not Reported on JPM Federal Form 1099-DIV	Total
Total				**2,000.25**			**2,000.25**
DUKE ENERGY CORP			26441C105				
03/16/2012	02/15/2012	2,750.000		687.50			687.50
06/18/2012	05/16/2012	2,750.000		687.50			687.50
Total				**1,375.00**			**1,375.00**
DUKE ENERGY CORP NEW			26441C204				
09/17/2012	08/15/2012	916.000		700.74			700.74
Total				**700.74**			**700.74**
EATON VANCE MUNICIPAL BOND FUND			27827X101				
01/31/2012	01/20/2012	2,500.000			.25 R		.25
02/29/2012	02/17/2012	2,500.000			.25 R		.25
03/30/2012	03/21/2012	2,500.000			.25 R		.25
04/30/2012	04/19/2012	2,500.000			.25 R		.25
05/31/2012	05/22/2012	2,500.000			.25 R		.25
06/29/2012	06/20/2012	2,500.000			.24 R		.24
07/31/2012	07/20/2012	2,500.000			.24 R		.24
08/31/2012	08/22/2012	2,500.000			.24 R		.24
09/28/2012	09/19/2012	2,500.000			.24 R		.24
10/31/2012	10/22/2012	2,500.000			.24 R		.24
11/30/2012	11/20/2012	2,500.000			.24 R		.24

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BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

DIVIDEND SCHEDULE

Domestic Taxable Dividends

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Security Description / Date	Ex-Date	Units	CUSIP	Qualifying Dividends Reportable on JPM Federal Form 1099-DIV	Non-Qualifying Div Reportable on JPM Federal Form 1099-DIV	Not Reported on JPM Federal Form 1099-DIV	Total
Total					**2.69**		**2.69**
EATON VANCE TAX-MANAGED DIVERSIFIED			27828N102				
03/01/2012	02/17/2012	1,500.000		40.59			40.59
06/01/2012	05/22/2012	1,500.000		35.48			35.48
09/04/2012	08/22/2012	1,500.000		35.48			35.48
Total				**111.55**			**111.55**
EATON VANCE SR FLOATING RATE FUND			27828Q105				
02/29/2012	02/17/2012	2,000.000		3.86			3.86
02/29/2012	02/17/2012	2,000.000			166.14 R		166.14
03/30/2012	03/21/2012	2,000.000		3.95			3.95
03/30/2012	03/21/2012	2,000.000			170.05 R		170.05
04/30/2012	04/19/2012	2,000.000		3.95			3.95
04/30/2012	04/19/2012	2,000.000			170.05 R		170.05
05/31/2012	05/22/2012	2,000.000		3.95			3.95
05/31/2012	05/22/2012	2,000.000			170.05 R		170.05
06/29/2012	06/20/2012	2,000.000		4.00			4.00
06/29/2012	06/20/2012	2,000.000			172.00 R		172.00
07/31/2012	07/20/2012	2,000.000		4.04			4.04
07/31/2012	07/20/2012	2,000.000			173.96 R		173.96
08/31/2012	08/22/2012	2,000.000		4.09			4.09
08/31/2012	08/22/2012	2,000.000			175.91 R		175.91

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BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

DIVIDEND SCHEDULE

Domestic Taxable Dividends

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Security Description / Date	Ex-Date	Units	CUSIP	Qualifying Dividends Reportable on JPM Federal Form 1099-DIV	Non-Qualifying Div Reportable on JPM Federal Form 1099-DIV	Not Reported on JPM Federal Form 1099-DIV	Total
09/28/2012	09/19/2012	2,000.000		4.18			4.18
09/28/2012	09/19/2012	2,000.000			179.82 R		179.82
10/31/2012	10/22/2012	2,000.000		4.22			4.22
10/31/2012	10/22/2012	2,000.000			181.78 R		181.78
11/30/2012	11/20/2012	2,000.000		4.31			4.31
11/30/2012	11/20/2012	2,000.000			185.69 R		185.69
Total				**40.55**	**1,745.45**		**1,786.00**
EATON VANCE TAX ADVANTAGED GLOBAL			27828S101				
02/29/2012	02/17/2012	3,500.000		358.75			358.75
03/30/2012	03/21/2012	3,500.000		358.75			358.75
04/30/2012	04/19/2012	3,500.000		358.75			358.75
05/31/2012	05/22/2012	3,500.000		358.75			358.75
06/29/2012	06/20/2012	3,500.000		358.75			358.75
07/31/2012	07/20/2012	3,500.000		358.75			358.75
08/31/2012	08/22/2012	3,500.000		358.75			358.75
09/28/2012	09/19/2012	3,500.000		358.75			358.75
10/31/2012	10/22/2012	3,500.000		358.75			358.75
11/30/2012	11/20/2012	1,750.000		179.38			179.38
12/31/2012	12/20/2012	1,750.000		179.38			179.38
01/11/2013	12/27/2012	1,750.000		179.38			179.38
Total				**3,766.89**			**3,766.89**

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BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

DIVIDEND SCHEDULE

Domestic Taxable Dividends

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Security Description / Date	Ex-Date	Units	CUSIP	Qualifying Dividends Reportable on JPM Federal Form 1099-DIV	Non-Qualifying Div Reportable on JPM Federal Form 1099-DIV	Not Reported on JPM Federal Form 1099-DIV	Total
EATON VANCE TAX MANAGED GLOBAL BUY			27829C105				
03/30/2012	03/21/2012	1,000.000		58.34			58.34
06/29/2012	06/20/2012	1,000.000		58.34			58.34
09/28/2012	09/19/2012	1,000.000		58.34			58.34
Total				**175.02**			**175.02**
EATON VANCE TAX-MANAGED GLOBAL			27829F108				
02/29/2012	02/17/2012	3,500.000		273.04			273.04
05/31/2012	05/22/2012	3,500.000		234.34			234.34
08/31/2012	08/22/2012	3,500.000		234.34			234.34
11/30/2012	11/20/2012	3,500.000		234.34			234.34
Total				**976.06**			**976.06**
EXXON MOBIL CORP			30231G102				
03/09/2012	02/08/2012	250.000		117.50			117.50
06/11/2012	05/10/2012	250.000		142.50			142.50
09/10/2012	08/09/2012	250.000		142.50			142.50
12/10/2012	11/07/2012	250.000		142.50			142.50
Total				**545.00**			**545.00**
FIRST TRUST/ABERDEEN GLOBAL			337319107				
01/17/2012	01/03/2012	1,500.000			165.90 R		165.90
02/15/2012	02/01/2012	1,500.000			165.90 R		165.90

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DIVIDEND SCHEDULE

Domestic Taxable Dividends

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03/15/2012	03/01/2012	1,500.000			165.90 R		165.90
04/16/2012	04/02/2012	1,500.000			165.90 R		165.90
05/15/2012	05/01/2012	1,500.000			165.90 R		165.90
06/15/2012	06/01/2012	1,500.000			165.90 R		165.90
07/16/2012	07/02/2012	1,500.000			165.90 R		165.90
08/15/2012	08/01/2012	1,500.000			165.90 R		165.90
09/17/2012	09/04/2012	1,500.000			165.90 R		165.90
10/15/2012	10/01/2012	1,500.000			165.90 R		165.90
11/15/2012	11/01/2012	1,500.000			165.90 R		165.90
12/10/2012	12/03/2012	1,500.000			165.90 R		165.90
Total					**1,990.80**		**1,990.80**
FRONTIER COMMUNICATIONS CORPORATION			35906A108				
03/30/2012	03/07/2012	156.000		12.26			12.26
06/29/2012	06/06/2012	156.000		12.26			12.26
Total				**24.52**			**24.52**
GENERAL DYNAMICS CORP			369550108				
02/10/2012	01/18/2012	400.000		188.00			188.00
05/11/2012	04/11/2012	400.000		204.00			204.00
08/10/2012	07/03/2012	400.000		204.00			204.00
11/09/2012	10/03/2012	400.000		204.00			204.00
12/26/2012	12/14/2012	400.000		204.00			204.00

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DIVIDEND SCHEDULE

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Total				**1,004.00**			**1,004.00**
GENERAL ELECTRIC CO			369604103				
01/25/2012	12/22/2011	1,500.000		255.00			255.00
04/25/2012	02/23/2012	1,500.000		255.00			255.00
07/25/2012	06/21/2012	1,500.000		255.00			255.00
10/25/2012	09/20/2012	1,500.000		255.00			255.00
Total				**1,020.00**			**1,020.00**
ISHARES S&P GLOBAL TELECOMMUNICATION			464287275				
06/27/2012	06/20/2012	200.000		336.03			336.03
Total				**336.03**			**336.03**
JOHNSON & JOHNSON			478160104				
03/13/2012	02/24/2012	400.000		228.00			228.00
06/12/2012	05/24/2012	400.000		244.00			244.00
09/11/2012	08/24/2012	400.000		244.00			244.00
12/11/2012	11/23/2012	400.000		244.00			244.00
Total				**960.00**			**960.00**
JOHNSON CONTROLS INC			478366107				
01/03/2012	12/07/2011	300.000		54.00			54.00
04/03/2012	03/07/2012	300.000		54.00			54.00
07/03/2012	06/06/2012	300.000		54.00			54.00

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10/02/2012	09/05/2012	300.000		54.00				54.00
Total				**216.00**				**216.00**
JPM STR INC OPP FD			4812A4351					
02/01/2012	01/31/2012	2,164.837			34.64	I		34.64
03/01/2012	02/29/2012	2,167.862			75.88	I		75.88
04/02/2012	03/30/2012	2,174.426			80.45	I		80.45
05/01/2012	04/30/2012	2,181.391			76.35	I		76.35
06/01/2012	05/31/2012	2,187.989			74.39	I		74.39
07/02/2012	06/29/2012	2,194.463			81.20	I		81.20
08/01/2012	07/31/2012	2,201.475			83.66	I		83.66
09/04/2012	08/31/2012	2,208.674			79.51	I		79.51
10/01/2012	09/28/2012	2,215.487			81.97	I		81.97
11/01/2012	10/31/2012	2,222.469			68.90	I		68.90
12/03/2012	11/30/2012	2,228.322			73.53	I		73.53
Total					**810.48**			**810.48**
KIMBERLY-CLARK CORP			494368103					
01/04/2012	12/07/2011	250.000		175.00				175.00
04/03/2012	03/07/2012	250.000		185.00				185.00
07/03/2012	06/06/2012	250.000		185.00				185.00
10/02/2012	09/05/2012	250.000		185.00				185.00
Total				**730.00**				**730.00**

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BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W32635-00-0

DIVIDEND SCHEDULE

Domestic Taxable Dividends

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KRAFT FOODS INC CLASS A			50075N104				
01/13/2012	12/28/2011	750.000		217.50			217.50
04/16/2012	03/28/2012	750.000		217.50			217.50
07/16/2012	06/27/2012	750.000		217.50			217.50
10/15/2012	09/17/2012	750.000		217.50			217.50
Total				**870.00**			**870.00**
ELI LILLY & CO			532457108				
03/09/2012	02/13/2012	300.000		147.00			147.00
06/08/2012	05/11/2012	300.000		147.00			147.00
09/10/2012	08/13/2012	300.000		147.00			147.00
12/10/2012	11/13/2012	300.000		147.00			147.00
Total				**588.00**			**588.00**
MC DONALDS CORP			580135101				
03/15/2012	02/28/2012	500.000		350.00			350.00
06/15/2012	05/31/2012	500.000		350.00			350.00
09/18/2012	08/30/2012	500.000		350.00			350.00
12/17/2012	11/29/2012	500.000		385.00			385.00
Total				**1,435.00**			**1,435.00**
MERCK AND CO INC			58933Y105				
01/09/2012	12/13/2011	500.000		210.00			210.00

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BERNSTEIN FAMILY INVESTMENT LLLP
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04/06/2012	03/13/2012	500.000		210.00			210.00
07/09/2012	06/13/2012	500.000		210.00			210.00
10/05/2012	09/13/2012	500.000		210.00			210.00
Total				**840.00**			**840.00**
PEOPLE'S UNITED FINANCIAL INC			712704105				
02/15/2012	01/30/2012	1,000.000		157.50			157.50
05/15/2012	04/27/2012	1,000.000		160.00			160.00
08/15/2012	07/30/2012	1,000.000		160.00			160.00
Total				**477.50**			**477.50**
PFIZER INC			717081103				
03/06/2012	02/01/2012	1,500.000		330.00			330.00
06/05/2012	05/09/2012	1,500.000		330.00			330.00
09/05/2012	08/01/2012	1,500.000		330.00			330.00
12/04/2012	11/07/2012	1,500.000		330.00			330.00
Total				**1,320.00**			**1,320.00**
PROCTER & GAMBLE CO			742718109				
02/15/2012	01/18/2012	450.000		236.25			236.25
05/15/2012	04/25/2012	450.000		252.90			252.90
08/15/2012	07/18/2012	450.000		252.90			252.90
11/15/2012	10/17/2012	450.000		252.90			252.90

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BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

DIVIDEND SCHEDULE

Domestic Taxable Dividends

Note: I = It has been determined that this security does not qualify for the reduced rate.
H = This payment does not qualify for the reduced rate due to holding period limitations.
R = This payment has been identified as non-qualified by a 3rd party source.
S = This payment represents a short-term capital gain distribution.

Security Description / Date	Ex-Date	Units	CUSIP	Qualifying Dividends Reportable on JPM Federal Form 1099-DIV	Non-Qualifying Div Reportable on JPM Federal Form 1099-DIV	Not Reported on JPM Federal Form 1099-DIV	Total
Total				**994.95**			**994.95**
SECTOR SPDR TR			81369Y605				
03/29/2012	03/16/2012	3,000.000		105.03			105.03
03/29/2012	03/16/2012	3,000.000			44.31 R		44.31
06/28/2012	06/15/2012	3,000.000		143.10			143.10
06/28/2012	06/15/2012	3,000.000			60.36 R		60.36
10/04/2012	09/21/2012	3,000.000		139.50			139.50
10/04/2012	09/21/2012	3,000.000			58.83 R		58.83
Total				**387.63**	**163.50**		**551.13**
SOUTHERN CO			842587107				
03/06/2012	02/02/2012	300.000		141.75			141.75
06/06/2012	05/03/2012	300.000		147.00			147.00
09/06/2012	08/02/2012	300.000		147.00			147.00
Total				**435.75**			**435.75**
VERIZON COMMUNICATIONS INC			92343V104				
02/01/2012	01/06/2012	650.000		325.00			325.00
05/01/2012	04/05/2012	650.000		325.00			325.00
08/01/2012	07/06/2012	650.000		325.00			325.00
11/01/2012	10/05/2012	650.000		334.75			334.75
Total				**1,309.75**			**1,309.75**

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BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

DIVIDEND SCHEDULE

Domestic Taxable Dividends

Note: I = It has been determined that this security does not qualify for the reduced rate.
H = This payment does not qualify for the reduced rate due to holding period limitations.
R = This payment has been identified as non-qualified by a 3rd party source.
S = This payment represents a short-term capital gain distribution.

Security Description / Date	Ex-Date	Units	CUSIP	Qualifying Dividends Reportable on JPM Federal Form 1099-DIV	Non-Qualifying Div Reportable on JPM Federal Form 1099-DIV	Not Reported on JPM Federal Form 1099-DIV	Total
WELLS FARGO FDS TR			949921597				
01/31/2012	01/31/2012	12,675.181			9.96 R		9.96
02/29/2012	02/29/2012	12,706.745			9.63 R		9.63
03/30/2012	03/30/2012	12,738.553			9.63 R		9.63
04/30/2012	04/30/2012	12,767.896			8.96 R		8.96
05/31/2012	05/31/2012	12,798.255			9.32 R		9.32
06/29/2012	06/29/2012	12,830.500			9.86 R		9.86
07/31/2012	07/31/2012	12,859.196			8.87 R		8.87
08/31/2012	08/31/2012	12,890.670			9.72 R		9.72
09/28/2012	09/28/2012	12,915.913			7.84 R		7.84
10/31/2012	10/31/2012	12,943.315			8.52 R		8.52
12/05/2012	11/30/2012	12,971.256			9.61 R		9.61
Total					**101.92**		**101.92**
Total Domestic Taxable Dividends				**28,754.44**	**4,814.84**		**33,569.28**

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BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

DIVIDEND SCHEDULE

Foreign Dividends

Note: I = It has been determined that this security does not qualify for the reduced rate.
H = This payment does not qualify for the reduced rate due to holding period limitations.
R = This payment has been identified as non-qualified by a 3rd party source.
S = This payment represents a short-term capital gain distribution.

Security Description / Date	Ex-Date	Units	CUSIP	Qualifying Dividends Reportable on JPM Federal Form 1099-DIV	Non-Qualifying Div Reportable on JPM Federal Form 1099-DIV	Not Reported on JPM Federal Form 1099-DIV	Total
United Kingdom							
BP PLC			055622104				
03/30/2012	02/15/2012	325.000		156.00			156.00
06/27/2012	05/09/2012	325.000		156.00			156.00
09/25/2012	08/08/2012	325.000		156.00			156.00
12/21/2012	11/07/2012	325.000		175.50			175.50
Total				**643.50**			**643.50**
Total United Kingdom				**643.50**			**643.50**
Total Foreign Dividends				**643.50**			**643.50**
Total Ordinary Dividends				**29,397.94**	**4,814.84**		**34,212.78**

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BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

DIVIDEND SCHEDULE

Non-Dividend Distributions

Security Description	Security Number	Reported on JPMorgan Chase Federal Form 1099-DIV	Not Reported on JPMorgan Chase Federal Form 1099-DIV	Total
EATON VANCE TAX-MANAGED DIVERSIFIED EQUITY FUND	27828N-10-2	393.66		393.66
EATON VANCE TAX-MANAGED DIVERSIFIED EQUITY FUND	27828N-10-2	344.02		344.02
EATON VANCE TAX-MANAGED DIVERSIFIED EQUITY FUND	27828N-10-2	344.02		344.02
EATON VANCE TAX MANAGED GLOBAL BUY WRITE OPPORTUNITIES FUND	27829C-10-5	233.66		233.66
EATON VANCE TAX MANAGED GLOBAL BUY WRITE OPPORTUNITIES FUND	27829C-10-5	233.66		233.66
EATON VANCE TAX MANAGED GLOBAL BUY WRITE OPPORTUNITIES FUND	27829C-10-5	233.66		233.66
EATON VANCE TAX-MANAGED GLOBAL DIVERSIFIED EQUITY INCOME FUND	27829F-10-8	848.44		848.44
EATON VANCE TAX-MANAGED GLOBAL DIVERSIFIED EQUITY INCOME FUND	27829F-10-8	728.17		728.17
EATON VANCE TAX-MANAGED GLOBAL DIVERSIFIED EQUITY INCOME FUND	27829F-10-8	728.17		728.17
EATON VANCE TAX-MANAGED GLOBAL DIVERSIFIED EQUITY INCOME FUND	27829F-10-8	728.17		728.17

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BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

DIVIDEND SCHEDULE

Non-Dividend Distributions

Security Description	Security Number	Reported on JPMorgan Chase Federal Form 1099-DIV	Not Reported on JPMorgan Chase Federal Form 1099-DIV	Total
FIRST TRUST/ABERDEEN GLOBAL OPPORTUNITY INCOME FUND	337319-10-7	30.24		30.24
FIRST TRUST/ABERDEEN GLOBAL OPPORTUNITY INCOME FUND	337319-10-7	30.24		30.24
FIRST TRUST/ABERDEEN GLOBAL OPPORTUNITY INCOME FUND	337319-10-7	30.24		30.24
FIRST TRUST/ABERDEEN GLOBAL OPPORTUNITY INCOME FUND	337319-10-7	30.24		30.24
FIRST TRUST/ABERDEEN GLOBAL OPPORTUNITY INCOME FUND	337319-10-7	30.24		30.24
FIRST TRUST/ABERDEEN GLOBAL OPPORTUNITY INCOME FUND	337319-10-7	30.24		30.24
FIRST TRUST/ABERDEEN GLOBAL OPPORTUNITY INCOME FUND	337319-10-7	30.24		30.24
FIRST TRUST/ABERDEEN GLOBAL OPPORTUNITY INCOME FUND	337319-10-7	30.24		30.24
FIRST TRUST/ABERDEEN GLOBAL OPPORTUNITY INCOME FUND	337319-10-7	30.24		30.24
FIRST TRUST/ABERDEEN GLOBAL OPPORTUNITY INCOME FUND	337319-10-7	30.24		30.24

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BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

DIVIDEND SCHEDULE

Non-Dividend Distributions

Security Description	Security Number	Reported on JPMorgan Chase Federal Form 1099-DIV	Not Reported on JPMorgan Chase Federal Form 1099-DIV	Total
FIRST TRUST/ABERDEEN GLOBAL OPPORTUNITY INCOME FUND	337319-10-7	30.24		30.24
FIRST TRUST/ABERDEEN GLOBAL OPPORTUNITY INCOME FUND	337319-10-7	30.24		30.24
FRONTIER COMMUNICATIONS CORPORATION	35906A-10-8	3.34		3.34
FRONTIER COMMUNICATIONS CORPORATION	35906A-10-8	3.34		3.34
Total Non-Dividend Distributions		**5,185.19**		**5,185.19**

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BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

DIVIDEND SCHEDULE

Exempt Interest Dividends

Security Description	*Security Number*	*Reported on JPMorgan Chase Federal Form 1099-DIV*	*Not Reported on JPMorgan Chase Federal Form 1099-DIV*	*Bond Premium Amortization*
INVESCO HIGH YIELD MUNI FD Y @ 0.048 PER SHARE	001419-65-4	1,861.91		
Total		**1,861.91**		
EATON VANCE MUNICIPAL BOND FUND	27827X-10-1	1,784.05		
Total		**1,784.05**		
NUVEEN SELECT TAX FREE INCM SH BEN INT	67063C-10-6	685.63		
Total		**685.63**		
NUVEEN AMT-FREE MUNICIPAL INCOME FUND	670657-10-5	1,155.00		
Total		**1,155.00**		
VANGUARD MUNI BD FD INC HI YLD PORT FUND 44 DIV PAID	922907-40-7	1,134.55		
Total		**1,134.55**		
WELLS FARGO FDS TR INTRMDT TXFR A @ 0.002 PER SHARE	949921-59-7	3,744.00		
Total		**3,744.00**		

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BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

DIVIDEND SCHEDULE

Exempt Interest Dividends

Security Description	*Security Number*	*Reported on JPMorgan Chase Federal Form 1099-DIV*	*Not Reported on JPMorgan Chase Federal Form 1099-DIV*	*Bond Premium Amortization*
WESTERN ASSET MUN HIGH INCOME FUND	95766N-10-3	423.45		
Total		**423.45**		
Total Exempt Interest Dividends		**10,788.59**		

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BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

DIVIDEND SCHEDULE

Exempt Interest Dividend Subject to AMT

Security Description	*Security Number*	*Reported on JPMorgan Chase Federal Form 1099-DIV*	*Not Reported on JPMorgan Chase Federal Form 1099-DIV*	*Bond Premium Amortization*
INVESCO HIGH YIELD MUNI FD Y @ 0.048 PER SHARE	001419-65-4	178.87		
Total		**178.87**		
NUVEEN SELECT TAX FREE INCM SH BEN INT	67063C-10-6	36.30		
Total		**36.30**		
VANGUARD MUNI BD FD INC HI YLD PORT FUND 44 DIV PAID	922907-40-7	168.94		
Total		**168.94**		
WESTERN ASSET MUN HIGH INCOME FUND	95766N-10-3	86.55		
Total		**86.55**		
Total Exempt Interest Dividend Subject to AMT		**470.66**		

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BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

FOREIGN SOURCE INCOME SCHEDULE

Form 1116 Reporting

Security Description	*Cusip*	*Total Qualified Foreign Source Income*	*Total Foreign Source Income*
EATON VANCE TAX-MANAGED GLOBAL	27829F-10-8		706.67
ISHARES S&P GLOBAL TELECOMMUNICATION	464287-27-5		230.77
Total - Foreign Source Income			**937.44**

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BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

INTEREST SCHEDULE

Corporate, Mortgage, & Savings Interest

Note: **C** indicates correction

Security Description	Security Number	Reported on JPMorgan Chase Federal Form 1099-INT	Not Reported on JPMorgan Chase Federal Form 1099-INT	Early Withdrawal Penalty	Bond Premium Amortization	
JOHN DEERE CAPITAL CORP 5.10% JAN 15 2013 DTD 1/10/2003	244217-BK-0	715.42				
JOHN DEERE CAPITAL CORP MEDIUM TERM NOTE 4.9% SEP 09 2013 DTD 09/08/2008	24422E-QU-6	922.83				
GS MORTGAGE SECURITITES CORPORATION	36246L-AE-1	598.63				C
GENERAL ELECTRIC COMPANY NOTES 5% FEB 1 2013 DTD 1/28/2003	369604-AY-9	1,562.08				
GOLDMAN SACHS GROUP INC NOTES 5 1/4% OCT 15 2013 DTD 10/14/2003	38141G-DQ-4	1,331.46				
VERIZON COMMUNICATIONS 5 1/2% FEB 15 2018 DTD 02/12/2008	92343V-AL-8	1,523.96				
WAL-MART STORES INC SR NOTES 5.8% FEB 15 2018 DTD 08/24/2007	931142-CJ-0	1,147.92				

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BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

INTEREST SCHEDULE

Corporate, Mortgage, & Savings Interest

Note: **C** indicates correction

Security Description	Security Number	Reported on JPMorgan Chase Federal Form 1099-INT	Not Reported on JPMorgan Chase Federal Form 1099-INT	Early Withdrawal Penalty	Bond Premium Amortization	
INTEREST ON NET AVERAGE CASH BALANCE		7.23				
Total Corporate, Mortgage and Savings Interest		**7,809.53**				**C**

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BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

INTEREST SCHEDULE

Foreign Interest

Security Description	Security Number	Reported on JPMorgan Chase Federal Form 1099-INT	Not Reported on JPMorgan Chase Federal Form 1099-INT	Total
Australia				
QUEENSLAND TREASURY CORP - AUD 6% SEP 14 2017 DTD 09/14/2006	748305-BG-3	1,888.82		1,888.82
QUEENSLAND TREASURY CORP 6.000% 09/14/2017 DTD 09/14/2006 HELD BY EUROCLEAR ISIN US748305BG31 SEDOL B1L3004	748305-9H-4	452.05		452.05
Total Australia		**2,340.87**		**2,340.87**
Brazil				
FEDERAL REPUBLIC OF BRAZIL NOTES 8% JAN 15 2018 DTD 8/1/2005	105756-BH-2	1,418.02		1,418.02
Total Brazil		**1,418.02**		**1,418.02**

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BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

INTEREST SCHEDULE

Foreign Interest

Security Description	*Security Number*	*Reported on JPMorgan Chase Federal Form 1099-INT*	*Not Reported on JPMorgan Chase Federal Form 1099-INT*	*Total*
Canada				
GOVERNMENT OF CANADA 8% JUN 1 2023 DTD 8/17/92	135087-UT-9	783.40		783.40
CANADIAN GOVERNMENT - CAD 8% JUN 01 2023 DTD 08/17/1992 HELD BY EUROCLEAR ISIN CA135087UT96 SEDOL 2174293	135090-9J-9	22.16		22.16
SUNCOR ENERGY INC - CAD MEDIUM TERM NOTES 5.8% MAY 22 2018 DTD 05/22/2008 HEDL BY EUROCLEAR ISIN CA86721ZAC38 SEDOL B39QM69	86721Z-9B-7	1,199.04		1,199.04
Total Canada		**2,004.60**		**2,004.60**

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BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W32635-00-0

INTEREST SCHEDULE

Foreign Interest

Security Description	*Security Number*	*Reported on JPMorgan Chase Federal Form 1099-INT*	*Not Reported on JPMorgan Chase Federal Form 1099-INT*	*Total*
Cayman Islds				
HUTCHISON WHAMP INTERNATIONAL LTD 6 1/2% SER REGS FEB 13 2013 DTD 2/13/2003	G4672Q-AA-2	775.13		775.13
PETROBRAS INTERNATIONAL FINANCE NOTES 9 1/8% JUL 2 2013 DTD 7/2/2003	71645W-AG-6	1,285.11		1,285.11
Total Cayman Islds		**2,060.24**		**2,060.24**
Germany				
DEUTSCHE BANK AG LONDON NOTES 5 3/8% OCT 12 2012 DTD 10/12/2007	2515A0-HQ-9	972.28		972.28
Total Germany		**972.28**		**972.28**

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BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

INTEREST SCHEDULE

Foreign Interest

Security Description	*Security Number*	*Reported on JPMorgan Chase Federal Form 1099-INT*	*Not Reported on JPMorgan Chase Federal Form 1099-INT*	*Total*
Luxembourg				
TELECOM ITALIA FIN SA - EUR MEDIUM TERM NOTE 6.875% JAN 24 2013 DTD 01/24/2003 HELD BY EUROCLEAR ISIN XS0161101679 SEDOL 7533510	H53465-9C-8	1,874.87		1,874.87
Total Luxembourg		**1,874.87**		**1,874.87**
Mexico				
UNITED MEXICAN STATES NOTES 6 3/8% JAN 16 2013 DTD 1/16/2003	91086Q-AK-4	2,142.00		2,142.00
Total Mexico		**2,142.00**		**2,142.00**
New Zealand				
NEW ZEALAND GOVERNMENT-NZD 6% APR 15 2015 DTD 04/15/2003 HELD BY EUROCLEAR ISIN NZGOVD0004R7 SEDOL 6610726	G62784-9B-4	2,354.07		2,354.07

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BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

INTEREST SCHEDULE

Foreign Interest

Security Description	*Security Number*	*Reported on JPMorgan Chase Federal Form 1099-INT*	*Not Reported on JPMorgan Chase Federal Form 1099-INT*	*Total*
Total New Zealand		**2,354.07**		**2,354.07**
Norway				
NORWEGIAN GOVERNMENT -NOK 6.50% MAY 15 2013 DTD 05/15/2002 HELD BY EUROCLEAR ISIN NO0010144843 SEDOL 7381076	666999-9A-7	3,249.16		3,249.16
Total Norway		**3,249.16**		**3,249.16**
Peru				
REPUBLIC OF PERU NOTES 9 1/8% FEB 21 2012 DTD 8/21/2002	715638-AL-6	912.50		912.50
Total Peru		**912.50**		**912.50**

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BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

INTEREST SCHEDULE

Foreign Interest

Security Description	*Security Number*	*Reported on JPMorgan Chase Federal Form 1099-INT*	*Not Reported on JPMorgan Chase Federal Form 1099-INT*	*Total*
South Africa				
REPUBLIC OF SOUTH AFRICA - ZAR 8.75% DEC 21 2014 DTD 12/21/2002 HELD BY EUROCLEAR ISIN ZAG000019878 SEDOL 6711953	S69124-9Q-0	923.16		923.16
Total South Africa		**923.16**		**923.16**
Sweden				
SWEDISH GOVERNMENT - SEK 5.50% OCT 8 2012 DTD 10/08/2001 HELD BY EUROCLEAR ISIN SE0000909640 SEDOL 7334821	0SEKPR-CV-3	652.84		652.84
Total Sweden		**652.84**		**652.84**

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BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

INTEREST SCHEDULE

Foreign Interest

Security Description	*Security Number*	*Reported on JPMorgan Chase Federal Form 1099-INT*	*Not Reported on JPMorgan Chase Federal Form 1099-INT*	*Total*
United Kingdom				
TSY 5% 2018 - GBP 5% MAR 07 2018 DTD 05/25/2007 HELD BY EUROCLEAR ISIN GB00B1VWPC84 SEDOL B1VWPC8	871291-9B-8	1,178.52		1,178.52
Total United Kingdom		**1,178.52**		**1,178.52**
United States				
PETROBRAS INTERNATIONAL FINANCE NOTES 9 1/8% JUL 2 2013 DTD 7/2/2003	71645W-AG-6	684.38		684.38
Total United States		**684.38**		**684.38**
Total Foreign Interest		**22,767.51**		**22,767.51**
Total Interest Income		**30,577.04**		**30,577.04 C**

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BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

MISCELLANEOUS INCOME SCHEDULE

Foreign Currency Gain / Loss

Transaction Description	Transaction Date Open/Acquire	Transaction Date Closed	Reported on JPMorgan Chase Federal Form 1099-B *	Not Reported on JPMorgan Chase Federal Forms 1099-B **	Total
QUEENSLAND TREASURY CORP 6.000% 09/14/2017 DTD 09/14/2006 HELD BY EUROCLEAR ISIN US748305BG31 SEDOL B1L3004	12/10/12	12/05/12	.00	-2.75	-2.75
SPOT CURRENCY TRANSACTION - SELL BUY USD SELL CAD EXCHANGE RATE .997100000 DEAL 12/11/12 VALUE 12/12/12	12/05/12	12/12/12	.00	-97.49	-97.49
SPOT CURRENCY TRANSACTION - SELL BUY USD SELL EUR EXCHANGE RATE 1.300500000 DEAL 12/05/12 VALUE 12/07/12	10/29/12	12/07/12	.00	93.88	93.88
SPOT CURRENCY TRANSACTION - SELL BUY USD SELL GBP EXCHANGE RATE 1.587000000 DEAL 12/07/12 VALUE 12/11/12	12/05/12	12/11/12	.00	-324.52	-324.52
SPOT CURRENCY TRANSACTION - SELL BUY USD SELL NOK EXCHANGE RATE 5.690200000 DEAL 12/05/12 VALUE 12/07/12	10/29/12	12/07/12	.00	522.48	522.48

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BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

MISCELLANEOUS INCOME SCHEDULE

Foreign Currency Gain / Loss

Transaction Description	Transaction Date Open/Acquire	Transaction Date Closed	Reported on JPMorgan Chase Federal Form 1099-B *	Not Reported on JPMorgan Chase Federal Forms 1099-B **	Total
SPOT CURRENCY TRANSACTION - SELL BUY USD SELL NZD EXCHANGE RATE .802715000 DEAL 04/17/12 VALUE 04/17/12	4/16/12	4/17/12	.00	-20.71	-20.71
SPOT CURRENCY TRANSACTION - SELL BUY USD SELL NZD EXCHANGE RATE .824400000 DEAL 12/07/12 VALUE 12/11/12	12/05/12	12/11/12	.00	-2.26	-2.26
SPOT CURRENCY TRANSACTION - SELL BUY USD SELL SEK EXCHANGE RATE 6.726000000 DEAL 10/25/12 VALUE 10/29/12	10/09/12	10/29/12	.00	24.32	24.32
Profit/Loss Realized in 2012			**.00**	**192.95**	**192.95**
Unrealized Profit/Loss Open Contracts 12/31/11			**.00**	**N/A**	**.00**
Unrealized Profit/Loss Open Contracts 12/31/12			**.00**	**N/A**	**.00**
Aggregate Profit/Loss			**.00**	**192.95**	**192.95**

* Interbank Forwards
** Spots and Non-Interbank Contracts

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BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

DISBURSEMENT SCHEDULE

Foreign Tax Withheld

Security Description / Date	Ex-Date	Units	CUSIP	Foreign Tax Withheld Dividends- Qualifying Reportable on JPM Federal Form 1099-Div/Int	Foreign Tax Withheld Dividends- Non-Qualifying Reportable on JPM Federal Form 1099-Div/Int	Not Reported on JPM Federal Form 1099-Div/Int/B/Misc	Total
Foreign Tax Withheld - Dividends							
Multi-National							
EATON VANCE TAX-MANAGED GLOBAL			27829F108				
02/29/2012	02/17/2012	3,500.000		-126.43			-126.43
05/31/2012	05/22/2012	3,500.000		-108.51			-108.51
08/31/2012	08/22/2012	3,500.000		-108.51			-108.51
11/30/2012	11/20/2012	3,500.000		-108.51			-108.51
Total				**-451.96**			**-451.96**
FIRST TRUST/ABERDEEN GLOBAL			337319107				
01/17/2012	01/03/2012	1,500.000			-1.14		-1.14
02/15/2012	02/01/2012	1,500.000			-1.14		-1.14
03/15/2012	03/01/2012	1,500.000			-1.14		-1.14
04/16/2012	04/02/2012	1,500.000			-1.14		-1.14
05/15/2012	05/01/2012	1,500.000			-1.14		-1.14
06/15/2012	06/01/2012	1,500.000			-1.14		-1.14
07/16/2012	07/02/2012	1,500.000			-1.14		-1.14
08/15/2012	08/01/2012	1,500.000			-1.14		-1.14
09/17/2012	09/04/2012	1,500.000			-1.14		-1.14
10/15/2012	10/01/2012	1,500.000			-1.14		-1.14
11/15/2012	11/01/2012	1,500.000			-1.14		-1.14
12/10/2012	12/03/2012	1,500.000			-1.14		-1.14

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BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

DISBURSEMENT SCHEDULE

Foreign Tax Withheld

Security Description / Date	Ex-Date	Units	CUSIP	Foreign Tax Withheld Dividends- Qualifying Reportable on JPM Federal Form 1099-Div/Int	Foreign Tax Withheld Dividends- Non-Qualifying Reportable on JPM Federal Form 1099-Div/Int	Not Reported on JPM Federal Form 1099-Div/Int/B/Misc	Total
Foreign Tax Withheld - Dividends							
Total					**-13.68**		**-13.68**
ISHARES S&P GLOBAL TELECOMMUNICATION			464287275				
06/27/2012	06/20/2012	200.000		-19.32			-19.32
Total				**-19.32**			**-19.32**
Total Multi-National				**-471.28**	**-13.68**		**-484.96**
Total Foreign Tax Withheld - Dividends				**-471.28**	**-13.68**		**-484.96**
Total Foreign Tax Withheld				**-471.28**			**-484.96**

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BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

Capital Gain and Loss Schedule

Short-Term Covered

Description	Stock and other symbol Cusip	Code*	Date Acquired Date Sold	Units	Sales Price	Cost or Other Basis	Adjustments to gain or loss	Gain or Loss Ordinary Income**
ABBOTT LABORATORIES	ABT 002824100		11/10/11 07/19/12	350.000	22,964.48	18,978.71		3,985.77
INVESCO HIGH YIELD MUNI FD Y	ACTD 001419654		Various 10/26/12	186.018	1,884.36	1,837.98		46.38
JPM STR INC OPP FD FUND 3844	JSOS 4812A4351		Various 12/05/12	79.048	933.56	916.10		17.46
VANGUARD MUNI BD FD INC HI YLD PORT FUND 44	VWAH 922907407	W	Various 02/22/12	36.386	399.16	394.71	.15	4.60
VANGUARD MUNI BD FD INC HI YLD PORT FUND 44	VWAH 922907407		Various 07/19/12	54.082	604.64	595.60		9.04
VANGUARD MUNI BD FD INC HI YLD PORT FUND 44	VWAH 922907407		Various 12/05/12	43.889	503.85	495.50		8.35
WELLS FARGO FDS TR INTRMDT TXFR A	WFIT 949921597		Various 12/05/12	369.523	4,397.32	4,278.24		119.08
Total Short-Term Covered					**31,687.37**	**27,496.84**	**.15**	**4,190.68**

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Corrected Copy 03/11/2013

BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

Capital Gain and Loss Schedule

Short-Term Non Covered

Description	Stock and other symbol / Cusip	Code*	Date Acquired / Date Sold	Units	Sales Price	Cost or Other Basis	Adjustments to gain or loss	Gain or Loss / Ordinary Income**
CANADIAN GOVERNMENT - CAD			12/06/12	10,000.000	16,071.15	12,078.48		3,892.67
8% JUN 01 2023	1350909J9		12/06/12					100.00 F
DTD 08/17/1992								
HELD BY EUROCLEAR								
ISIN CA135087UT96 SEDOL 2174293								
JPM STR INC OPP FD	JSOS		12/16/11	31.703	374.41	358.89		15.52
FUND 3844	4812A4351		12/05/12					
QUEENSLAND TREASURY CORP			12/07/12	30,000.000	34,659.84	22,135.06		12,524.78
6.000% 09/14/2017 DTD 09/14/2006	7483059H4		12/05/12					
HELD BY EUROCLEAR								
ISIN US748305BG31 SEDOL B1L3004								
VANGUARD MUNI BD FD INC HI YLD PORT	VWAH		Various	54.842	601.62	579.11		22.51
FUND 44	922907407		02/22/12					
Total Short-Term Non Covered					**51,707.02**	**35,151.54**		**16,455.48**
								100.00 F

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BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

Capital Gain and Loss Schedule

Long-Term Covered

Description	Stock and other symbol / Cusip	Code*	Date Acquired / Date Sold	Units	Sales Price	Cost or Other Basis	Adjustments to gain or loss	Gain or Loss / Ordinary Income**
ABBOTT LABORATORIES	ABT 002824100		02/14/11 11/13/12	350.000	22,621.71	16,158.00		6,463.71
CHEVRON CORP	CVX 166764100		02/14/11 12/12/12	200.000	21,505.51	19,424.00		2,081.51
COCA-COLA CO	KO 191216100		03/02/11 12/12/12	500.000	18,714.57	16,237.50		2,477.07
INVESCO HIGH YIELD MUNI FD Y	ACTD 001419654		07/02/10 10/26/12	27.765	281.26	261.82		19.44
JOHNSON CONTROLS INC	JCI 478366107		03/02/11 11/13/12	300.000	7,471.83	12,164.00		-4,692.17
MERCK AND CO INC	MRK 58933Y105		11/10/11 12/12/12	500.000	22,499.49	17,590.00		4,909.49
PEOPLE'S UNITED FINANCIAL INC	PBCT 712704105		02/14/11 08/03/12	1,000.000	11,409.74	13,320.00		-1,910.26
PROCTER & GAMBLE CO	PG 742718109		03/02/11 12/12/12	200.000	14,089.35	12,588.00		1,501.35

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BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

Capital Gain and Loss Schedule

Long-Term Covered

Description	Stock and other symbol / Cusip	Code*	Date Acquired / Date Sold	Units	Sales Price	Cost or Other Basis	Adjustments to gain or loss	Gain or Loss / Ordinary Income**
SOUTHERN CO	SO 842587107		03/02/11 08/03/12	300.000	14,089.68	11,437.00		2,652.68
Total Long-Term Covered					**132,683.14**	**119,180.32**		**13,502.82**

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Corrected Copy 03/11/2013

BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

Capital Gain and Loss Schedule

Long-Term Non Covered

Description	Stock and other symbol Cusip	Code*	Date Acquired Date Sold	Units	Sales Price	Cost or Other Basis	Adjustments to gain or loss	Gain or Loss Ordinary Income**
APPLE INC.	AAPL 037833100		10/16/08 10/26/12	125.000	74,180.83	11,750.00		62,430.83
BERKSHIRE HATHAWAY INC DEL CL B	BRK 084670702		10/27/08 11/13/12	200.000	17,122.61	14,400.00		2,722.61
BLACKSTONE GROUP LP	BX 09253U108		08/21/09 11/13/12	1,000.000	14,369.67	13,530.00		839.67
BP PLC SPONS ADR	BP 055622104		Various 11/13/12	325.000	13,098.20	13,867.00		-768.80
DEUTSCHE BANK AG LONDON NOTES 5 3/8% OCT 12 2012 DTD 10/12/2007	2515A0HQ9		02/10/09 08/03/12	22,000.000	22,143.00	22,324.50		-181.50
DOW CHEMICAL CO	DOW 260543103		11/25/08 02/17/12	575.000	19,794.64	10,436.25		9,358.39
DOW CHEMICAL CO	DOW 260543103		Various 12/12/12	700.000	21,732.51	10,738.75		10,993.76
DUKE ENERGY CORP NEW CASH IN LIEU OF FRACTIONAL SHARES	DUK 26441C204		00/00/00 08/07/12		44.48	.00		44.48
DUKE ENERGY CORP NEW	DUK 26441C204		Various 11/13/12	916.000	56,864.76	41,675.50		15,189.26
EATON VANCE MUNICIPAL BOND FUND	EIM 27827X101		11/11/08 12/05/12	2,500.000	36,897.16	25,000.00		11,897.16

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Corrected Copy 03/11/2013

BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

Capital Gain and Loss Schedule

Long-Term Non Covered

Description	Stock and other symbol Cusip	Code*	Date Acquired Date Sold	Units	Sales Price	Cost or Other Basis	Adjustments to gain or loss	Gain or Loss Ordinary Income**
EATON VANCE TAX-MANAGED DIVERSIFIED EQUITY FUND	ETY 27828N102		01/12/09 11/13/12	1,500.000	14,069.68	11,392.90		2,676.78
EATON VANCE SR FLOATING RATE FUND	EFR 27828Q105		02/12/09 12/05/12	2,000.000	32,432.76	17,960.00		14,472.76
EATON VANCE TAX ADVANTAGED GLOBAL DIVIDEND INCOME FUND	ETG 27828S101		Various 11/13/12	1,750.000	23,432.29	18,859.98		4,572.31
EATON VANCE TAX MANAGED GLOBAL BUY WRITE OPPORTUNITIES FUND	ETW 27829C105		08/21/09 11/13/12	1,000.000	10,760.13	10,242.06		518.07
ELI LILLY & CO	LLY 532457108		08/21/09 12/12/12	300.000	14,582.67	10,038.00		4,544.67
ENERGY TRANSFER PARTNERS L P	ETP 29273R109		09/23/09 11/13/12	400.000	16,767.62	17,364.00		-596.38
EXXON MOBIL CORP	XOM 30231G102		10/16/08 11/13/12	250.000	21,509.51	15,500.00		6,009.51
FEDERAL REPUBLIC OF BRAZIL NOTES 8% JAN 15 2018 DTD 8/1/2005	105756BH2		02/06/09 01/17/12	1,111.110	1,111.11	1,006.48		70.25 34.38 O
FEDERAL REPUBLIC OF BRAZIL NOTES 8% JAN 15 2018 DTD 8/1/2005	105756BH2		02/06/09 07/18/12	1,111.110	1,111.11	1,006.48		64.36 40.27 O

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BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

Capital Gain and Loss Schedule

Long-Term Non Covered

Description	Stock and other symbol Cusip	Code*	Date Acquired Date Sold	Units	Sales Price	Cost or Other Basis	Adjustments to gain or loss	Gain or Loss Ordinary Income**	
FEDERAL REPUBLIC OF BRAZIL			02/06/09	12,222.220	14,342.78	11,071.30		2,787.33	
NOTES 8% JAN 15 2018	105756BH2		11/05/12					484.15	O
DTD 8/1/2005									
FIRST TRUST/ABERDEEN GLOBAL			09/25/09	1,500.000	26,544.57	22,303.05		4,241.52	C
OPPORTUNITY INCOME FUND	337319107		12/03/12						
FRONTIER COMMUNICATIONS CORPORATION	FTR		Various	156.000	539.66	1,086.31		-546.65	
	35906A108		07/19/12						
GENERAL ELECTRIC COMPANY			02/06/09	23,000.000	23,126.50	23,368.11		-241.61	
NOTES 5% FEB 1 2013	369604AY9		12/05/12						
DTD 1/28/2003									
GOLDMAN SACHS GROUP INC			02/06/09	22,000.000	22,759.00	21,273.88		890.51	
NOTES 5 1/4% OCT 15 2013	38141GDQ4		12/05/12					594.61	O
DTD 10/14/2003									
GOOGLE INC	GOOG		01/21/10	50.000	29,700.83	27,850.00		1,850.83	
CL A	38259P508		07/19/12						
GOOGLE INC	GOOG		01/21/10	50.000	32,911.26	27,850.00		5,061.26	
CL A	38259P508		11/13/12						
GS MORTGAGE SECURITITES CORPORATION			02/02/09	50,000.000	55,609.38	29,593.75		26,015.63	
II SER 2007-GG10 CL A4 FLOATING RATE	36246LAE1		03/12/12						
AUG 10 2045 DTD 07/01/2007									

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BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

Capital Gain and Loss Schedule

Long-Term Non Covered

Description	Stock and other symbol / Cusip	Code*	Date Acquired / Date Sold	Units	Sales Price	Cost or Other Basis	Adjustments to gain or loss	Gain or Loss / Ordinary Income**
INVESCO HIGH YIELD MUNI FD Y	ACTD 001419654		08/26/09 10/26/12	4,055.416	41,081.37	34,754.91		6,326.46
ISHARES S&P GLOBAL TELECOMMUNICATION	IXP 464287275		08/21/09 12/10/12	200.000	11,542.73	10,322.00		1,220.73
JOHN DEERE CAPITAL CORP 5.10% JAN 15 2013 DTD 1/10/2003	244217BK0		02/04/09 12/05/12	10,000.000	10,035.00	10,466.85		-431.85
JOHN DEERE CAPITAL CORP MEDIUM TERM NOTE 4.9% SEP 09 2013 DTD 09/08/2008	24422EQU6		02/06/09 12/05/12	15,000.000	15,457.50	15,394.28		63.22
JPM STR INC OPP FD FUND 3844	JSOS 4812A4351		Various 12/05/12	2,123.812	25,082.22	25,474.81		-392.59
KINDER MORGAN ENERGY PARTNERSHIP L P UNIT OF LIMITED PARTNERSHIP INT	KMP 494550106		Various 11/13/12	400.000	31,329.19	19,400.00		11,929.19
KRAFT FOODS GROUP INC COM	KRFT 50076Q106		11/06/08 10/26/12	250.000	11,207.31	7,368.90		3,838.41
MONDELEZ INTERNATIONAL-W/I	MDLZ 609207105		11/06/08 10/26/12	750.000	19,611.80	13,631.10		5,980.70

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BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

Capital Gain and Loss Schedule

Long-Term Non Covered

Description	Stock and other symbol Cusip	Code*	Date Acquired Date Sold	Units	Sales Price	Cost or Other Basis	Adjustments to gain or loss	Gain or Loss Ordinary Income**
MS CONT BUFF EQ SPX 4/10/12 75% CONTIN BARRIER - 12%CPN- 30%MAXPMT INITIAL LEVEL-09/24/10 SPX: 1148.67	617482NR1		09/24/10 04/10/12	50,000.000	60,894.78	50,000.00		10,894.78
NEW ZEALAND GOVERNMENT-NZD 6% APR 15 2015 DTD 04/15/2003 HELD BY EUROCLEAR ISIN NZGOVD0004R7 SEDOL 6610726	G627849B4		02/04/09 12/05/12	42,000.000	37,045.93	23,764.68		.00 13,281.25 F
NORWEGIAN GOVERNMENT -NOK 6.50% MAY 15 2013 DTD 05/15/2002 HELD BY EUROCLEAR ISIN NO0010144843 SEDOL 7381076	6669999A7		02/06/09 10/29/12	202,000.000	35,826.41	34,176.14		.00 1,650.27 F
NUVEEN AMT-FREE MUNICIPAL INCOME FUND	NEA 670657105		Various 12/05/12	1,500.000	23,081.47	19,902.00		3,179.47
NUVEEN SELECT TAX FREE INCM SH BEN INT	NXQ 67063C106		Various 12/05/12	1,250.000	18,348.58	16,054.74		2,293.84
PETROBRAS INTERNATIONAL FINANCE NOTES 9 1/8% JUL 2 2013 DTD 7/2/2003	71645WAG6		02/06/09 12/05/12	15,000.000	15,600.00	17,289.97		-1,689.97
PROCTER & GAMBLE CO	PG 742718109		10/23/08 12/12/12	250.000	17,611.68	14,400.00		3,211.68

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BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

Capital Gain and Loss Schedule

Long-Term Non Covered

Description	Stock and other symbol / Cusip	Code*	Date Acquired / Date Sold	Units	Sales Price	Cost or Other Basis	Adjustments to gain or loss	Gain or Loss / Ordinary Income**
REPUBLIC OF SOUTH AFRICA - ZAR 8.75% DEC 21 2014 DTD 12/21/2002 HELD BY EUROCLEAR ISIN ZAG000019878 SEDOL 6711953	S691249Q0		02/04/09 10/26/12	105,000.000	12,975.21	11,157.01		207.48 1,610.72 F
REPUBLIC OF PERU NOTES 9 1/8% FEB 21 2012 DTD 8/21/2002	715638AL6		02/06/09 02/21/12	20,000.000	20,000.00	22,279.90		-2,279.90
SECTOR SPDR TR SBI INT-FINL SEDOL 2364038	XLF 81369Y605		Various 10/26/12	3,000.000	46,918.94	30,529.20		16,389.74
SUNCOR ENERGY INC - CAD MEDIUM TERM NOTES 5.8% MAY 22 2018 DTD 05/22/2008 HEDL BY EUROCLEAR ISIN CA86721ZAC38 SEDOL B39QM69	86721Z9B7		02/03/09 12/05/12	20,000.000	23,364.72	14,513.26		5,244.88 3,606.58 F
SWEDISH GOVERNMENT - SEK 5.50% OCT 8 2012 DTD 10/08/2001 HELD BY EUROCLEAR ISIN SE0000909640 SEDOL 7334821	H334829A2		02/06/09 10/09/12	80,000.000	11,869.82	11,006.43		.00 863.39 F

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Long-Term Non Covered

Description	Stock and other symbol Cusip	Code*	Date Acquired Date Sold	Units	Sales Price	Cost or Other Basis	Adjustments to gain or loss	Gain or Loss Ordinary Income**
TELECOM ITALIA FIN SA - EUR MEDIUM TERM NOTE 6.875% JAN 24 2013 DTD 01/24/2003 HELD BY EUROCLEAR ISIN XS0161101679 SEDOL 7533510	H534659C8		02/06/09 10/29/12	12,000.000	15,696.26	15,959.56		-263.30
TSY 5% 2018 - GBP 5% MAR 07 2018 DTD 05/25/2007 HELD BY EUROCLEAR ISIN GB00B1VWPC84 SEDOL B1VWPC8	8712919B8		02/04/09 12/05/12	12,000.000	23,230.94	19,131.52		2,063.21 2,036.21 F
UNITED MEXICAN STATES NOTES 6 3/8% JAN 16 2013 DTD 1/16/2003	91086QAK4		02/06/09 12/05/12	24,000.000	24,084.00	24,993.13		-909.13
VANGUARD MUNI BD FD INC HI YLD PORT FUND 44	VWAH 922907407		Various 02/22/12	2,187.715	23,999.22	22,936.16		1,063.06
VANGUARD MUNI BD FD INC HI YLD PORT FUND 44	VWAH 922907407		09/23/09 07/19/12	169.532	1,895.36	1,776.70		118.66
VANGUARD MUNI BD FD INC HI YLD PORT FUND 44	VWAH 922907407		Various 12/05/12	2,833.029	32,523.18	29,614.76		2,908.42
VERIZON COMMUNICATIONS 5 1/2% FEB 15 2018 DTD 02/12/2008	92343VAL8		02/06/09 12/05/12	21,000.000	25,172.70	21,296.30		3,876.40

J.P.Morgan

* Code: W indicates Wash Sale
L indicates a Nondeductible Loss other than a Wash Sale
** Ordinary Income: O indicates Ordinary Income gain or loss
F indicates Foreign Exchange gain or loss on Capital transactions
Corrected Copy 03/11/2013

BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

Capital Gain and Loss Schedule

Long-Term Non Covered

Description	Stock and other symbol Cusip	Code*	Date Acquired Date Sold	Units	Sales Price	Cost or Other Basis	Adjustments to gain or loss	Gain or Loss Ordinary Income**
WAL-MART STORES INC SR NOTES 5.8% FEB 15 2018 DTD 08/24/2007	931142CJ0		02/06/09 12/05/12	15,000.000	18,394.50	16,397.62		1,996.88
WELLS FARGO FDS TR INTRMDT TXFR A	WFIT 949921597		Various 12/05/12	12,601.733	149,960.63	55,015.10		94,945.53
WESTERN ASSET MUN HIGH INCOME FUND	MHF 95766N103		Various 10/26/12	1,500.000	12,630.70	10,500.00		2,130.70
Total Long-Term Non Covered					**1,434,030.87**	**1,050,995.33**		**358,833.71** **1,153.41 O** **23,048.42 F**

J.P. Morgan

* Code: W indicates Wash Sale
L indicates a Nondeductible Loss other than a Wash Sale
** Ordinary Income: O indicates Ordinary Income gain or loss
F indicates Foreign Exchange gain or loss on Capital transactions
Corrected Copy 03/11/2013

BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

Capital Gain and Loss Schedule

Transactions with Unknown/Missing Tax Cost Basis

Description	Stock and other symbol / Cusip	Date Acquired / Date Sold	Units	Sales Price	Cost or Other Basis	Adjustments to gain or loss	Gain or Loss	Ordinary Income*
HUTCHISON WHAMP INTERNATIONAL LTD 6 1/2% SER REGS FEB 13 2013 DTD 2/13/2003	G4672QAA2	09/01/10 12/05/12	9,000.000	9,072.00				
VANGUARD MUNI BD FD INC HI YLD PORT FUND 44	VWAH 922907407	09/07/10 12/05/12	18.125	208.06				
Total Unknown / Missing Tax Cost				**9,280.06**				

07040700160210041938
07140700020340041938

J.P.Morgan

000419 0038 of 0038 NSP00MN3 Y1 NNNNNNNN

TS001679

J.P.Morgan

Corrected Copy 03/11/2013

BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

REMIC / CMO / CDO Accrual Detail Report

Security

Description	Cusip Number	Issue Date	Coupon Rate	Maturity Date
GS MORTGAGE SECURITITES CORPORATION	36246LAE1	07/01/2007	5.78	08/10/2045

Detail STATUS RELEASED

Accrual Period Begins	Days Held	Beginning Redemption Bal/$MOF	Beginning Adj Issue PRC/$MOF	Discount Market Fraction	OID Rate $MOF/Day	OID Accrual Period Amt	Accrued Interest $MOF/Day	Accrued Interest Period Amt		Interest Received	Total Pass thru Expenses
01/01/12	9	1000.00000	995.78580	0.0048103	.0000000	0.00	0.1662164	74.80		0.00	0.00
01/10/12	30	1000.00000	995.78580	0.0157634	.0000000	0.00	0.1607832	241.17		0.00	0.00
02/10/12	30	1000.00000	995.78580	0.0160125	.0000000	0.00	0.1607570	241.14		0.00	0.00
03/10/12	5	1000.00000	995.78580	0.0028023	.0000000	0.00	0.1660985	41.52		0.00	0.00
Total	**74**					**0.00**		**598.63**	*	**0.00**	**0.00**

* THIS IS IMPORTANT TAX INFORMATION AND IS BEING FURNISHED TO THE INTERNAL REVENUE SERVICE. IF YOU ARE REQUIRED TO FILE A RETURN, A NEGLIGENCE PENALTY OR OTHER SANCTION MAY BE IMPOSED ON YOU IF THIS INCOME IS TAXABLE AND THE IRS DETERMINES THAT IT HAS NOT BEEN REPORTED.

PLEASE NOTE THAT THE OID ACCRUALS SHOWN ARE COMPUTED ASSUMING YOU BOUGHT THE SECURITY AT ITS ISSUE PRICE. IF YOU DID NOT, YOU MAY BE REQUIRED TO REPORT A 'MARKET DISCOUNT' ACCRUAL AS A SUBSTITUTE FOR OID AMOUNT. THE RULES FOR REPORTING OID OR MARKET DISCOUNT, AS WELL AS INTEREST ON AN ACCRUAL BASIS ARE NEW, COMPLEX AND SUBJECT TO INTERPRETATION. YOU ARE STRONGLY URGED TO CONSULT YOUR TAX ADVISOR OR ACCOUNTANT.

Kimberly Moran

From: Kimberly Moran
Sent: Tuesday, November 19, 2013 11:08 AM
To: 'amessuri@cbiz.com'
Cc: Robert Spallina
Subject: ~~Bernstein Family Realty~~, LLC Bernstein Holdings LLC

DOC111913.pdf
(39 KB)

Dear Mr. Messuri:

Attached is a notice from the IRS charging penalty fees for the late filing of the tax return for Bernstein Family Realty, LLC.

If you have any questions, please do not hesitate to contact us.

Best regards,

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

IN 106 201213 670 23 12265.090.72400.3 A0001242 162
201345 071228 33431 IRS USE ONLY 320234597 SB N

Department of the Treasury
Internal Revenue Service
Cincinnati OH 45999-0039

For assistance, call:
1-800-829-0115

Notice Number: CP162
Date: November 25, 2013

Taxpayer Identification Number:
32-0234597
Tax Form: 1065
Tax Period: December 31, 2012

000078.386588.2270.135 2 AT 0.384 1028

BERNSTEIN HOLDINGS LLC
SIMON BERNSTEIN MBR
4855 TECHNOLOGY WAY STE 720
BOCA RATON FL 33431-3351

000078

We Charged a Penalty on Your Partnership Tax Return

Why You are Getting This Notice

We charged a penalty under Internal Revenue Code Section 6698 (a) (1) because, according to our records, you filed your partnership return late.

How We Calculated the Amount You Owe

The penalty is $195 for each person who was a partner at any time during the tax year, for each month or part of a month the return was late, for up to 12 months.

Number of Partners	9
Late Filing Penalty	$1,755.00
Total Penalty	$1,755.00
Less Penalty Paid	$.00
Total Amount You Owe	**$1,755.00**
Subtract Payments We Have Not Included	$_____
Pay the Adjusted Amount Due	$_____

What You Need to Do

Pay the amount you owe now by using one of the following methods. To avoid additional penalty and/or interest, we must receive your payment by December 16, 2013. The Electronic Federal Tax Payment System (EFTPS) is the preferred method to ensure your tax payments are on time and secure.

- **EFTPS**
  - If you are currently enrolled, go to www.eftps.gov or call 1-800-555-4477.
  - To learn more about EFTPS and other electronic payment options, including credit card payments, visit www.irs.gov keyword: e-pay.

- **Check or Money Order**
  - Make your check or money order payable to the **United States Treasury;**
  - Write your taxpayer identification number, tax form number, tax period, and your phone number on your payment, and
  - Mail your payment with the payment voucher located at the bottom of this notice in the enclosed envelope.

If you choose to pay by check or money order, please allow enough mailing time so that we receive your payment by December 16, 2013.

If you believe this notice is incorrect, please call us at 1-800-829-0115. When you call, please have your payment information and a copy of your return available. This information will help us find any payment you made that we haven't applied.

Steps You Should Take

1. If our statement does not agree with your records, the law lets us remove or reduce the penalties we explain in this notice if you have an acceptable reason.

2. If you believe you have an acceptable reason for filing your return late, you need to provide a signed detailed letter of explanation outlining the circumstances that resulted in not filing your return timely.

3. Send your signed letter of explanation along with the voucher on the last page of this notice in the enclosed envelope. We will review it and let you know if we accept your explanation as reasonable cause to remove or reduce the penalty.

Who to Contact if You Have Any Questions

If you have any questions, please call us at the number at the top of this notice.

For tax forms, instructions and information visit **www.irs.gov**. (Access to this site will not provide you with your specific taxpayer account information.)

000078

CUT HERE

Return this voucher with your payment or correspondence.

Your Telephone Number: ( )_____-_____

Best Time to Call: _____AM_____PM

Amount you owe: $1,755.00

- You will avoid additional penalties and/or interest if we receive your full payment by **December 16, 2013**

☐ **Amount enclosed: $_____**

- Make payable to United States Treasury
- Write Taxpayer Identification Number, tax period and tax form number on payment

☐ **Correspondence enclosed**

SB 201345 17265-299-72400-3

162 Internal Revenue Service
Cincinnati OH 45999-0039

BERNSTEIN HOLDINGS LLC
SIMON BERNSTEIN MBR
4855 TECHNOLOGY WAY STE 720
BOCA RATON FL 33431-3351

320234597 IN BERN 06 2 201212 670 00000175500

Information About Your Notice, Penalty and Interest

IRS

The interest rates on underpayment and overpayment of taxes are as follows:

Periods	Percentage Rates	
	Underpayment	Overpayment
January 1, 2003 through September 30, 2003	5	5
October 1, 2003 through March 31, 2004	4	4
April 1, 2004 through June 30, 2004	5	5
July 1, 2004 through September 30, 2004	4	4
October 1, 2004 through March 31, 2005	5	5
April 1, 2005 through September 30, 2005	6	6
October 1, 2005 through June 30, 2006	7	7
July 1, 2006 through December 31, 2007	8	8
January 1, 2008 through March 31, 2008	7	7
April 1, 2008 through June 30, 2008	6	6
July 1, 2008 through September 30, 2008	5	5
October 1, 2008 through December 31, 2008	6	6
January 1, 2009 through March 31, 2009	5	5
April 1, 2009 through December 31, 2010	4	4
January 1, 2011 through March 31, 2011	3	3
April 1, 2011 through September 30, 2011	4	4
Beginning October 1, 2011	3	3

Beginning January 1, 1999, the interest rate we pay on any overpayment of taxes, except for corporate taxes, is the same as the rate of interest we charge on the underpayment of taxes. The law requires us to determine these interest rates quarterly. From January 1, 1987 through December 31, 1998, the interest rate we paid on an overpayment of taxes was one percent less than the rate of interest we charged on your underpayment of taxes. Effective January 1, 1995, we pay a reduced rate of interest on corporate overpayments that exceed $10,000. This reduced rate is the short-term federal interest rate, plus ½%.

We compound interest daily, except on late or underpaid estimated taxes for individuals or corporations.

We charge a special interest rate of 120 percent of the underpayment rate if:

- The return, not including extensions, was due before January 1, 1990,
- The underpayment was more than $1,000, and
- The underpayment came from a tax-motivated transaction.

We charge interest on penalties for filing late, paying late, over or understating valuations, and substantially understating the tax you owe.

Also, we charge interest on fraud and negligence penalties if the tax returns, including extensions, are due after December 31, 1988. For returns due after December 31, 1989, the Accuracy-Related Penalty is charged interest from the later of the return due date or extended return due date.

We continue to charge interest until you pay the amount you owe in full. After December 31, 1990, the law allows us to charge interest at the underpayment rate plus two percent on large corporate underpayments of more than $100,000.

About Your Notice

You may call your local IRS telephone number if the number shown on your notice is a long-distance call for you. All days mentioned in the paragraphs below are *calendar* days, unless *specifically* stated otherwise.

Removal of Penalties

Reasonable Cause. The law lets us remove or reduce the penalties we explain in this notice if you have an acceptable reason. If you believe you have an acceptable reason, you may send us a signed statement explaining your reason. We will review it and let you know if we accept your explanation as reasonable cause to remove or reduce your penalty. This procedure does not apply to interest.

Erroneous Written Advice from IRS

We will also remove your penalty if:

- you wrote to IRS and asked for advice on a specific issue,
- you gave IRS complete and accurate information,
- IRS wrote back to you and gave you a specific course of action to take or explained what actions not to take,
- you followed our written advice in the manner we outlined, and
- you were penalized for the written advice we gave you.

To have the penalty removed because of erroneous written advice from IRS you should:

- complete Form 843, *Claim for Refund and Request for Abatement*,
- request that IRS remove the penalty, and
- send Form 843 to the IRS Service Center where you filed your return for the year you relied on erroneous advice from the IRS.

The three documents you must attach to your Form 843 are:

- a copy of your original request for advice from IRS,
- a copy of the erroneous written advice from IRS, and
- a notice (if any) showing the penalty we charged that you now wish us to remove.

Deposit Penalties - IRC 6656

We may charge penalties if you do not make required deposits on time, make deposits for less than the required amount or if you do not use EFTPS when required. We will not charge penalties if you did not willfully neglect to make a proper and timely deposit and you have a reasonable cause. For amounts not properly or timely deposited, the penalty rates are:

2% — deposits made 1 to 5 days late,
5% — deposits made 6 to 15 days late,
10% — deposits made 16 days or more late, but on or before the 10th day after the date of the first notice we sent you asking for the tax you owe.
10% — deposits made to an unauthorized financial institution, or payments made directly to the IRS, or paid with your tax return.
10% — Amounts subject to electronic deposit requirements but not deposited using EFTPS.
15% — Amounts still unpaid more than 10 days after the date of the first notice the IRS sent asking for the tax due or the day on which you receive notice and demand for immediate payment, whichever is earlier.

The law allows you to tell the IRS where to apply your deposits within the tax return period with a deposit penalty. You have 90 days from the date of the correspondence you received showing the deposit penalty to contact the IRS if you want to specify where to apply your deposits.

Also, the law allows the IRS to remove the deposit penalty if: (1) the penalty applies to the first required deposit after a required change to your frequency of deposits, and (2) you file your employment tax returns by the due date.

01 Filing and Paying Late - IRC 6651 — We charged a 5% combined penalty of 4-1/2% for filing late and 1/2% for paying late because, according to our records, you filed your return late and didn't pay your tax by the due date of your return. The combined penalty is 5% of your unpaid tax for each month or part of a month your return is late, but not for more than 25% (22-1/2% late filing and 2-1/2% late paying).

In addition to the maximum 22-1/2% late filing penalty for the first 5 months your return is late, we continue to charge the 1/2% (1/4% for months covered by an installment agreement) late paying penalty for each month or part of a month your tax is unpaid, but not for more than 25%.

For returns due before 12/31/2008, if you didn't file your return within 60 days of the due date, the minimum penalty is $100 or 100% of the tax due on your return, whichever is smaller. For returns due after 12/31/2008, the minimum penalty is the lesser of $135 or 100% of the tax due. If you think we should remove or reduce this penalty, see *"Removal of Penalties — Reasonable Cause."*

Underpayment or Late Payment of Estimated Tax - IRC 6654 — We charged you a penalty because, according to our records, you didn't estimate your tax and pay the correct amount of tax due.

02 Individuals, Estates, and Certain Trusts — If you expect to owe tax of $1,000 or more for the tax year, you must prepay the tax by having tax withheld or by making estimated tax payments. We charge a penalty when the total tax you pay during the year doesn't meet the requirements of the law.

The law requires you to pay at least 90% of the tax shown on your return for the current year or 100% of the tax shown on your return for the prior year, whichever is less. Otherwise, you must make estimated tax payments each quarter, that is generally 25% of the total amount you expect to owe for the year.

Estimated Tax Safe Harbor for Higher Income Individuals - IRC 6654(d) — For tax years after 1993, if your adjusted gross income in the preceding year is more than $150,000 ($75,000 if your filing status is married filing separately), the required payments are as follows:

- For 2003: Your required payment is the lesser of 90% of the tax shown on your current year return or 110% of the tax shown on your prior year return.
- For 2002: Your required payment is the lesser of 90% of the tax shown on your current year return or 112% of the tax shown on your prior year return.
- For 2001: Your required payment is the lesser of 90% of the tax shown on your current year return or 110% of the tax shown on your prior year return.
- For 2000: Your required payment is the lesser of 90% of the tax shown on your current year return or 108.6% of the tax shown on your prior year return.
- For 1999: Your required payment is the lesser of 90% of the tax shown on your current year return or 105% of the tax shown on your prior year return.
- For 1998: Your required payment is the lesser of 90% of the tax shown on your current year return or 100% of the tax shown on your prior year return.
- For 1994 through 1997: Your required payment is the lesser of 90% of the tax shown on your current year return or 110% of the tax shown on your prior year return.

For more information on when the estimated tax penalty may be reduced or removed, see the instructions for Form 2210 for your tax year or Publication 505, *Tax Withholding and Estimated Tax*.

Corporations — We charge a penalty for not estimating your tax correctly when the corporation owes $500 or more in tax, and the total payments made on time are less than the required amount.

For tax years beginning after December 31, 1993, the law requires corporations to pay their estimated tax in 4 quarterly payments (unless income is seasonal or the corporation used an annualized income method to estimate its tax) based on the lesser of 100% of either the tax shown on the current year tax return or the prior year tax return. Each installment must be at least 25% of the tax shown on the return.

The procedure for reasonable cause does not apply to corporate estimated tax penalties. For more information on when the estimated tax penalty may be reduced or removed, see Form 2220 and its instructions for your tax year.

03 Failure to Deposit - IRC 6656(b) — Federal Tax Deposits Insufficient/Late — We charged a penalty because it appears that you didn't deposit the correct amounts of tax on time. We used your Record of Tax Liability to determine where to apply your deposits. We applied your deposits in the date order we received them. We figured the penalty on any tax not deposited, deposited late, or not deposited in the correct amounts.

If you think we should remove or reduce this penalty, see "*Removal of Penalties — Reasonable Cause.*" Also see Publication 15, *Circular E — Employer's Tax Guide* or Publication 51, *Circular A — Agricultural Employer's Tax Guide* for deposit requirements.

04 Dishonored Check or Other Form of Payment - IRC 6657 - We charged a penalty because your bank did not honor your check or other form of payment. For checks or other forms of payment of $1,250 or more, the penalty is 2% of the amount of the check or other form of payment. For checks or other forms of payment of less than $1,250, the penalty is the amount of the check or other form of payment, or $25, whichever is less. If you think we should remove or reduce this penalty, see "*Removal of Penalties - Reasonable Cause.*"

05 Fraud - IRC 6663 — We charged you a penalty for fraud. The penalty is 75% of the tax you didn't pay due to fraud (50% of the tax you didn't pay due to fraud on returns required to be filed before January 1, 1987, not including extensions).

For tax you didn't pay due to fraud on returns required to be filed before January 1, 1989, not including extensions, the penalty includes an additional 50% of the interest charged on the part of your underpayment due to fraud. This additional interest charge is a penalty and you cannot deduct it from your federal taxes.

06 Negligence Penalty - IRC 6653(a) — We charged a penalty of 5% on your unpaid tax. For underpayments on returns due before January 1, 1989, not including extensions, the penalty includes an additional 50% of the interest charged on the part of your underpayment due to negligence. This additional interest charge is a penalty and you cannot deduct it from your federal taxes.

07 Paying Late - IRC 6651 — We charged a penalty because, according to our records, you didn't pay your tax on time. Initially, the penalty is 1/2% of the unpaid tax for each month or part of a month you didn't pay your tax. The penalty can't be more than 25% of the tax paid late.

Note: Effective for months beginning after December 31, 1999, the failure to pay tax penalty (FTP) for individuals who file a tax return on or before the due date (including extensions), is limited to half the usual rate (0.25% rather than 0.5%) for any month in which an Installment Payment Agreement is in effect.

If we issue a Notice of Intent to Levy and you don't pay the balance due within 10 days from the date of the notice, the penalty increases to 1% a month.

If you think we should remove or reduce this penalty, see *"Removal of Penalties — Reasonable Cause."*

08 Missing Taxpayer Identifying Number (TIN) - IRC 6723 — We charge a penalty when you don't provide a social security number (SSN) for yourself, your dependent, or another person. We also charge a penalty when you don't provide your own SSN to another person, or if you don't include your employer identification number on an information return.

The penalty is $5 for each missing TIN the law requires on returns and statements due by December 31, 1989. The penalty is $50 for each missing TIN the law requires on returns and statements due after December 31, 1989.

For all missing TINs in any calendar year, the penalty can't be more than $100,000. If you think we should remove or reduce this penalty, see *"Removal of Penalties — Reasonable Cause."*

10 Filing Late - IRC 6652(c) - Exempt Organizations and Certain Trusts. We charged a penalty because, according to our records, you filed your return late. For Forms 990, 990EZ, and 990PF, the penalty is: (1) $20 a day for each day your return is late, if your gross annual receipts are equal to or less than $1 million. The penalty may not be more than $10,000 or 5% of your gross annual receipts, whichever is less. (2) $100 a day for each day your return is late, if your gross annual receipts exceed $1 million. The penalty may not be more than $50,000. For all other forms, the penalty is $10 a day for each day your return is late. The penalty may not be more than $5,000. If you think we should remove or reduce this penalty, see *"Removal of Penalties — Reasonable Cause."*

11 Failure to Deposit - IRC 6656 — Federal Tax Deposits Insufficient/Late and Incomplete Record of Federal Tax Liability — We charged a penalty because it appears that you didn't deposit the correct amounts of tax on time.

Also, your Record of Federal Tax Liability was incomplete or illegible, or the liability amounts you reported didn't equal the net taxes for the tax period. Therefore, we averaged the total tax liability and distributed it equally throughout the tax period. We applied your deposits to the averaged liabilities in the date order we received them. We figured the penalty on any tax not deposited, deposited late, or not deposited in the correct amounts.

If you believe we computed the penalty incorrectly, please send a complete breakdown of your tax liability on Form 4977 (for tax years before 1993), Form 941 Schedule B (for tax years 1993 and later), Form 945-A, or Form 943-A. If you think we should remove or reduce this penalty, see *"Removal of Penalties — Reasonable Cause."* Also see Publication 15, *Circular E — Employer's Tax Guide* or Publication 51, *Circular A – Agricultural Employer's Tax Guide* for deposit requirements.

12 Incomplete Return - IRC 6652 — We charged a penalty because, according to our records, you didn't file a complete return. For Forms 990, 990EZ, and 990PF, the penalty is: (1) $20 a day for each day your return is incomplete, if your gross annual receipts are equal to or less than $1 million. The penalty may not be more than $10,000 or 5% of your gross annual receipts, whichever is less. (2) $100 a day for each day your return is incomplete, if your gross annual receipts exceed $1 million, but the penalty may not be more than $50,000. For all other forms, the penalty is $10 a day for each day your return is incomplete. The penalty may not be more than $5,000. If you think we should remove or reduce this penalty, see *"Removal of Penalties — Reasonable Cause."*

14 Fraud - IRC 6651(f) — Late Filing Penalty — The law allows us to increase the penalty for filing late if you didn't file on time because of fraud. The penalty is 15% of the amount of tax you should have reported on your tax return for each additional month or part of a month you didn't file your return. The total penalty may not be more than 75% of the tax you didn't pay.

17 Penalty Removed — We removed the penalty we charged you and we are reviewing your account. We will let you know the results.

27 Penalty on Tips - IRC 6652(b) — We charged a penalty because, according to our records, you didn't report your tips to your employer. The penalty is 50% of the social security or railroad retirement tax on the tips you didn't report. If you think we should remove or reduce this penalty, see *"Removal of Penalties — Reasonable Cause."*

28 Examining Officer's Report - IRC 6751(a) — According to our records, your Examining Officer gave you a report that explained the reason for this penalty.

30 Late Payment Penalty Removed — We removed the late payment penalty we previously charged you.

31 False W-4 Penalty - IRC 6682 — We charged a $500 penalty because it appears you made false statement(s) on your Form W-4. If you think we should remove or reduce this penalty, see "*Removal of Penalties — Reasonable Cause.*"

32 Partnership Late Filing - IRC 6698 — We charged a penalty because, according to our records, you filed your partnership return late. The penalty is $195 for each person who was a partner at any time during the tax year, for each month or part of a month the return was filed late, for up to 12 months. If you think we should remove or reduce this penalty, see *"Removal of Penalties — Reasonable Cause."*

* For 2008: The penalty charge is $89. The Hokie Act increased the penalty rate by $1, for returns with a taxable year beginning in 2008.
* For returns required to be filed after December 20, 2007: The penalty charge is $85.
* For returns required to be filed prior to December 20, 2007: The penalty charge is $50 for each partner for each month (or part of a month) the return was late or incomplete, not to exceed five months.

S Corporation Late Filing - IRC 6699 — We charged a penalty because, according to our records, you filed your S corporation return late. The penalty is $195 for each person who was a shareholder at any time during the year, for each month or part of a month the return was filed late, for up to 12 months. If you think we should remove or reduce this penalty, see "*Removal of Penalties - Reasonable Cause.*"

* For returns required to be filed after December 31, 2008, the penalty is $89.
* For returns required to be filed *prior* to December 31, 2008, but *after* December 20, 2007, the penalty is $85.

33-39 and 45-52 Filing Incomplete Return — IRC 6698 - We charged a penalty because, according to our records, your partnership return was incomplete and you didn't give us the information we requested. The penalty is $195 for each person who was a partner at any time during the tax year, for each month or part of a month, for up to 12

months. If you think we should remove or reduce this penalty, see *"Removal of Penalties — Reasonable Cause."*

* For 2008: The penalty charge is $89. The Hokie Act increased the penalty rate by $1, for returns with a taxable year beginning in 2008.
* For returns required to be filed after December 20, 2007: The penalty charge is $85.
* For returns required to be filed prior to December 20, 2007: The penalty charge is $50 for each partner for each month (or part of a month) the return was late or incomplete, not to exceed five months.

33, 34, 36 and 45-49 Filing Incomplete Return - IRC 6699 - We charged a penalty because, according to our records, your S corporation return was incomplete and you didn't give us the information we requested. The penalty is $195 for each person who was a shareholder at any time during the year, for each month or part of a month the return was filed late, for up to 12 months. If you think we should remove or reduce this penalty, see "*Removal of Penalties - Reasonable Cause*."

* For returns required to be filed after December 31, 2008, the penalty is $89.
* For returns required to be filed *prior* to December 31, 2008, but *after* December 20, 2007, the penalty is $85.

33 – Missing Schedules K-1
34 – Missing Schedule L (Balance Sheets)
35 – Missing Schedules K-1 TINs (5 or more)
36 – Missing Schedules K-1 and Schedule L (Balance Sheets)
37 – Missing Schedules K-1 and Schedule K-1 TINs
38 – Missing Schedule L (Balance Sheets) and Schedule K-1 TINs
39 – Missing Schedules K-1, Schedule K-1 TINs, and Schedule L (Balance Sheets)
45 – Missing Schedules K
46 – Missing Schedules K and Schedules K-1
47 – Missing Schedules K and Schedules L (Balance Sheets)
48 – Missing Schedules K and Schedules K-1 TINs (5 or more)
49 – Missing Schedules K, Schedules K-1, and Schedules L (Balance Sheets)
50 – Missing Schedules K, Schedules K-1, and Schedule K-1 TINs
51 – Missing Schedules K, Schedules L (Balance Sheets), and Schedule K-1 TINs
52 – Missing Schedules K, Schedules K-1, Schedules L (Balance Sheets), and Schedule K-1 TINs (5 or more)

40 Accuracy-Related Penalty - IRC 6662 — For returns due after 12/31/89, we charge a 20% penalty on the amount of additional tax attributable to Negligence, Substantial Understatement, Substantial Valuation Misstatement, Substantial Overstatement of Pension Liabilities, or Substantial Estate or Gift Tax Valuation Understatement. The penalty is increased to 40% for a Gross Valuation Misstatement.

For returns due before 1/1/90, the applicable percentage rate varies with the specific penalty and the amount of the increased tax.

Accuracy-Related Penalty on Understatements with Respect to Reportable Transactions - IRC 6662(A) — For tax years ending after October 22, 2004, we charged a penalty for a reportable transaction understatement. Generally, the penalty is 20 percent of the reportable transaction understatement. The penalty is increased to 30 percent if the disclosure requirement in IRC section 6664(d)(2)(A) is not met.

Accuracy-Related Penalty on Underpayments Attributable to Undisclosed Foreign Financial Asset Understatements - IRC 6662(j) - For tax years beginning after March 18, 2010, we charged a penalty for an undisclosed Foreign Financial Asset. The penalty is 40% of the portion of any underpayment attributable to any undisclosed foreign financial asset understatement.

Accuracy-Related Penalty on Underpayments Attributable to Non-economic Substance Transactions - IRC 6662(b)(6) - We charged you a penalty due to a disallowance of claimed tax benefits by reason of a transaction lacking economic substance or failing to meet the requirements of any similar rule of law. The penalty is 20 percent of the portion of the underpayment attributable to one or more non-economic substance transactions. The reasonable cause exception does not apply to any portion of an underpayment that is attributable to one or more non-economic substance transactions. (For transactions entered into on or after March 31, 2010).

Accuracy-Related Penalty on Underpayments Attributable to Non-disclosed Non-economic Substance Transactions - IRC 6662(i) - We charged you a penalty due to a disallowance of claimed tax benefits by reason of a transaction lacking economic substance or failing to meet the requirements of any similar rule of law. The penalty is 40 percent of the portion of the underpayment attributable to one or more non-disclosed non-economic substance transactions. The reasonable cause exception does not apply to any portion of an underpayment that is attributable to one or more non-disclosed non-economic substance transactions. (For transactions entered into on or after March 31, 2010). See the Revenue Agent Report for a detailed explanation of these penalties.

41 Failure to Deposit - IRC 6656 - Taxes Paid Directly to IRS — We charged a penalty because, according to our records, you paid your taxes to an unauthorized financial institution, directly to the IRS with your return, or you did not make your deposit(s) electronically as the law requires. The penalty is 10% of each payment you didn't deposit properly.

There is a limit to the amount of tax you may pay with your return. See the list below.

Form 941 series, Form 943, Form 944, and Form 945 — You may pay taxes of less than $2,500 with your tax return.

Form 1042 — You may pay taxes of less than $200 with your tax return.

Form 720 — You may pay taxes of $2,000 or less with your tax return.

Form 940 — You may pay taxes of $500 or less with your tax return.

Form CT-1 — You may pay taxes of less than $2,500 with your tax return.

If you think we should remove or reduce this penalty, see *"Removal of Penalties — Reasonable Cause."* Also see Publication 15, *Circular E — Employer's Tax Guide* or Publication 51, *Circular A - Agricultural Employer's Tax Guide* for deposit requirements.

42 Failure to Deposit - IRC 6656 — Insufficient or Late Deposits and Taxes Paid Directly to IRS — We charged a penalty because according to our records:

– you didn't deposit the correct amounts of tax on time, and
– you made one or more of your deposits to an unauthorized financial institution, paid your tax directly to the IRS, paid the tax with your return, or you did not make your deposit(s) electronically as the law requires.

We applied your deposits and payments in the date order we received them. We used your Record of Federal Tax Liability to determine where to apply your deposits. We figured the penalty on any tax not deposited, deposited late, or not deposited in the correct amounts. For additional details see **Information on Failure to Deposit Penalty, Code 56.**

43 Failure to Deposit - IRC 6656 — Taxes Paid Directly to IRS and Missing Information — We charged a penalty because you paid taxes to an unauthorized financial institution, directly to the IRS, with your tax return, or you did not make your deposit(s) electronically as the law requires.

Also, your Record of Federal Tax Liability was incomplete or illegible, or the liability amounts you reported didn't equal the net taxes for the tax period. Therefore, we averaged the total tax liability and distributed it equally throughout the tax period.

We applied your deposits and payments to the averaged liabilities in the date order we received your deposits. We figured the penalty on any tax not deposited, deposited late, or not deposited in the correct amounts.

If you believe we computed the penalty incorrectly, please send us a complete breakdown of your tax liability on Form 941 Schedule B, or Form 945-A or Form 943-A. For additional details see **Information on Failure to Deposit Penalty, Code 56.**

44 Failure to Deposit - IRC 6656 — Insufficient Late Deposits and Taxes Paid Directly to IRS and Missing Information — We charged a penalty because, according to our records:

– you didn't make your tax deposit on time or in the correct amounts,
– you made one or more of your deposits to an unauthorized financial institution, paid your tax directly to the IRS, paid the tax with your return, or you did not make your deposit(s) electronically as the law requires, and
– your Record of Federal Tax Liability was incomplete or illegible, or the liability amounts you reported didn't equal the net taxes for the tax period.

We averaged your total tax liability and distributed it equally throughout the tax period. Then we applied your deposits and payments to the averaged liabilities in the date order we received your deposits. We figured the penalty on any tax not deposited, deposited late, or not deposited in the correct amounts.

If you believe we computed the penalty incorrectly, please send us a complete breakdown of your tax liability on Form 941 Schedule B, or Form 945-A or Form 943-A. For additional details see Information on Failure to Deposit Penalty, Code 56.

53 Ten Percent Penalty for Internal Revenue Code (IRC) Section 444 Election - IRC 7519(f) — We charged a penalty because we didn't receive the full amount of the "required payment" for your IRC section 444 election on time. The required payment is the value of the tax deferral you receive when you change your tax year under IRC section 444.

The penalty is 10% of the part of the payment that you didn't pay on time.

If the required payment is more than $500 for any year you made an IRC section 444 election, you must make a payment with Form 8752, *Required Payment or Refund Under Section 7519*, by May 15th of the following calendar year. Reasonable Cause doesn't apply to this 10 percent penalty for tax years beginning on or before August 5, 1997. For tax years beginning after August 5, 1997, if you think we should remove or reduce this penalty, see *"Removal of Penalties — Reasonable Cause."*

54 Failure to Deposit - IRC 6656 — Deposits Insufficient/Late and Incorrect Record of Federal Tax Liability — We charged a penalty because it appears that you didn't deposit the correct amounts of tax on time. Our records showed you as a semi-weekly depositor but your Form 941 Schedule B, Form 945-A, or Form 943-A didn't have enough information on it for us to determine if you made your deposits on time or in the correct amounts.

Therefore, we averaged the liability you reported and distributed it equally. We then applied your deposits in the date order we received them. We figured the penalty on any tax not deposited, deposited late, or not deposited in the correct amounts.

If you believe we computed the penalty incorrectly, please complete Form 941 Schedule B, Form 945-A, or Form 943-A. If you think we should remove or reduce this penalty, see *"Removal of Penalties — Reasonable Cause."* For information on deposit requirements, see Publication 15, *Circular E — Employer's Tax Guide,* or Publication 51, *Circular A - Agricultural Employer's Tax Guide.*

55 Failure to Deposit - IRC 6656 — Missing or Incorrect Information and Taxes Paid Directly to IRS — We charged a penalty because your Form 941 Schedule B, your Form 945-A, or your Form 943-A was incomplete and we couldn't determine if you made your deposits on time or in the correct amounts.

Therefore, we averaged the liability you reported, distributed it equally, and applied your deposits in the date order we received them. We figured the penalty on any tax not deposited, deposited late, or not deposited in the correct amounts.

Also, it appears that you paid taxes to an unauthorized financial institution, directly to the IRS, with your tax return, or you did not make your deposit(s) electronically as the law requires. If you believe we computed the penalty incorrectly, please complete Form 941 Schedule B, Form 945-A or Form 943-A. For additional details see **Information on Failure to Deposit Penalty, Code 56.**

56 Failure to Deposit - IRC 6656 — Deposits Insufficient/Late, Taxes Paid Directly to IRS and Incorrect Record of Federal Tax Liability — We charged a penalty because, according to our records:
- you didn't make your tax deposit on time or in the correct amounts,
- you made one or more of your deposits to an unauthorized financial institution, paid your tax directly to the IRS, paid the tax with your return, or you did not make your deposit(s) electronically as the law requires, and your Record of Federal Tax Liability was incomplete or illegible, or the liability amounts you reported didn't equal the net taxes for the tax period.

We averaged your total tax liability, distributed it equally, and applied your deposits and payments to the averaged liabilities in the date order we received them. We figured the penalty on any tax not deposited, deposited late, or not deposited in the correct amounts.

If you believe we computed the penalty incorrectly, please complete the enclosed Form 941 Schedule B, Form 945-A, or Form 943-A. For additional details see **Information on Failure to Deposit Penalty** below.

Information on Failure to Deposit Penalty. There is a limit to the amount of tax you may pay with your return. See the list below.

Form 941 series, Form 943, Form 944, and Form 945 — You may pay tax of less than $2,500 with your tax return.

Form 1042 — You may pay taxes of less than $200 with your tax return.

Form 720 — You may pay taxes of $2,000 or less with your tax return.

Form 940 — You may pay taxes of $500 or less with your tax return.

Form CT-1 — You may pay taxes of less than $2,500 with your tax return.

If you think we should remove or reduce this penalty, see *"Removal of Penalties — Reasonable Cause."* Also see Publication 15, *Circular E — Employer's Tax Guide, or* Publication 51, *Circular A — Agricultural Employer's Tax Guide,* for deposit requirements.

57 Failure to Deposit - IRC 6656 — Deposits Insufficient/Late and Incorrect Record of Federal Tax Liability — We charged a penalty because, according to our records, you didn't deposit your tax using the one-day deposit rule for liabilities $100,000 or more during a deposit period.

Also, the Record of Federal Tax Liability on your return was incomplete and we couldn't determine if you made your deposits on time or in the correct amounts. Therefore, we averaged the liability you reported and distributed it equally.

Since your average amount of monthly liability was $100,000 or more, we placed the liability on the first day of your applicable semi-weekly period. We applied your deposits in the date order we received them. We figured the penalty on any tax not deposited, deposited late, or not deposited in the correct amounts.

For deposits due after December 31, 1989, see Code 54.

58 Failure to Deposit - IRC 6656 — Deposits Insufficient/Late and Incorrect Record of Federal Tax Liability — We charged a penalty because, according to our records, you didn't deposit your tax using the one-day deposit rule for liabilities $100,000 or more during a deposit period.

Also, your Form 941 Schedule B, Form 945-A or Form 943-A was incomplete and we couldn't determine if you made your deposits on time or in the correct amounts. Therefore, we averaged the liability you reported and distributed it equally.

Since your average amount of liability was $100,000 or more, we placed the liability on the first day of the applicable semi-weekly period (eighth-monthly period for tax years ending on or before December 31, 1992). We applied your deposits in the date order we received them. We figured the penalty on any tax not deposited, deposited late, or not deposited in the correct amounts.

For deposits due after December 31, 1989, see Code 54.

Interest - IRC 6601

09 Interest — We charged interest because, according to our records, you didn't pay your tax on time. We figured interest from the due date of your return (regardless of extensions) to the date we receive your full payments or the date of your notice.

Corporate interest — We charged additional interest of 2% because, according to our records, you didn't make your corporate tax payment within 30 days after the IRS notified you of the underpayment of tax. This interest begins on the 31st day after we notify you of the underpayment on tax amounts you owe over $100,000, minus your timely payments and credits.

19 Additional Interest Charges — If the amount you owe is $100,000 or more, please make sure that we receive your payment within *10 work* days from the date of your notice. If the amount you owe is less than $100,000, please make sure that we receive your payment within *21 calendar* days from the date of your notice. If we don't receive full payment within these time frames, the law requires us to charge interest until you pay the full amount you owe.

Interest Paid
Beginning with tax year 1991, you can no longer deduct interest you paid to the United States Treasury as an itemized deduction on your Form 1040, Schedule A.

Interest Reduced
If we reduce interest that you previously reported as a deduction on your tax return, you must report this reduction of interest as income on your tax return for the year we reduce it.

Interest Removed-Erroneous Refund
The law requires us to remove interest up to the date we request you to repay the erroneous refund when:
- you didn't cause the erroneous refund in any way, and
- the refund doesn't exceed $50,000.

The IRS may remove or reduce interest on other erroneous refunds based on the facts and circumstances involved in each case.

Annual Interest Netting — Effective January 1, 1987 through December 31, 1998, the interest rate we paid on any overpayment of taxes was 1% less than the interest rate we charged on the underpayment of taxes. As of January 1, 1999, the overpayment and underpayment rates of interest that we pay and charge are the same, except for corporate overpayments. If we refund an overpayment with interest and we have to increase the tax at a later date, we give special consideration to the interest on that account.

On the tax increase made after the refund, we will charge the lower refund rate of interest (up to the amount of the refund) for the same time period that we paid interest on the overpayment.

Request for Net Interest Rate of Zero - IRC 6621(d) General Rule — If you owe interest to the IRS on an underpayment for the same period of time that the IRS owes you interest on an overpayment, you may be entitled to receive a net interest rate of zero (the same rate of interest applies to your underpayment as your overpayment).

To receive the net interest rate of zero for interest you owed (or paid) the IRS, or interest that we owed (or paid) you before October 1, 1998, you must file a Form 843, *Claim for Refund and Request for Abatement.* For more information on the filing requirements for the Form 843, see Revenue Procedure 99-43, 1999-47 I.R.B. 579. Revenue Procedure 99-43 and Form 843 are available at *www.irs.gov.*

To qualify for the net interest rate of zero, the period of limitation for claiming a refund of interest on an underpayment and the period of limitation for claiming additional interest on an overpayment must have been open on July 22, 1998. Generally, the period of limitation for claiming a refund of interest on an underpayment is 3 years from the time you filed your tax return, or 2 years from the time you paid the interest, whichever is later. The period of limitation to request additional interest on an overpayment is 6 years from the date of the refund.

You must file Form 843 on or before the closing date of the later statute of limitation period. Mail Form 843 to:

U.S. Mail:
Internal Revenue Service
Net Rate Interest Netting Claim
P.O. Box 9987
Mail Stop 6800
Ogden, UT 84409

Other than U.S. mail.
Internal Revenue Service
Net Rate Interest Netting Claim
1160 West 1200 South
Mail Stop 6800
Ogden, UT 84201

If your request for interest netting involves solely interest that you owed the IRS or that the IRS owed you on or after October 1, 1998, send Form 843 to the Internal Revenue Service Center where you filed your most recent federal income tax return. For more information on these Form 843 filing requirements, see Revenue Procedure 2000-26, 2000-24 I.R.B. 1. Revenue Procedure 2000-26 is available at *www.irs.gov.*

Status of Your Account

22 Balance Less than $1 — If the amount you owe is less than $1, you do not have to pay it.
23 Refund Less than $1 — If your refund is less than $1, we will send it to you only if you ask for it.
24 Refund — We will refund your overpayment (plus interest when applicable), if you owe no other taxes or have no other debts the law requires us to collect.
25 This notice is not the result of an examination of your return. We notify a taxpayer when we select his/her return for examination.

Action Required on Balance Due Accounts

16 Payment — Please make your check or money order payable to the United States Treasury. Write on your payment your social security number or employer identification number, the tax period and tax form. Mail your payment with the bottom part of your notice in the enclosed envelope or to the address on the front of your notice.

Notice about Partial Payments — Generally, we apply your payment first to tax, then to penalty, and finally to the interest you owe.

Additional Tax Concerns

Backup Withholding
If you received interest, dividends or patronage dividend income, but you didn't report the income on your tax return and you didn't pay the tax due on your tax return, you could be subject to a special income tax withholding called *Backup Withholding.* The IRS may request each payer of that income to begin withholding at a rate of 28% if, after we send you four notices over 210 days, a balance remains due on your account.

Federal/State Exchange Program
The Internal Revenue Service has agreements with state and certain local tax agencies to exchange information about federal tax, including increases or decreases. If this change affects the amount of your state or local income taxes, you should file the required state or local form to report the change.

GPO U.S. GOVERNMENT PRINTING OFFICE: 2013—647–108

COUNTY OF PALM BEACH: NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

PROPERTY CONTROL NO.	YEAR	CMC	COLLECTOR NO.	EXEMPTION(S) APPLIED TO THIS PROPERTY	LEGAL DESCRIPTION
06-42-47-10-02-007-0680	2013	15	101304074		BOCA MADERA UNIT 2 LT 68 BLK G

R 6 - 231542
BERNSTEIN FAMILY REALTY LLC
950 PENINSULA CORPORATE CIR STE 3010
BOCA RATON FL 33487-1387

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
www.pbctax.com

2013 REAL ESTATE PROPERTY TAX BILL

AD VALOREM TAXES

READ REVERSE SIDE BEFORE CALLING TAXING AUTHORITY	TELEPHONE	ASSESSSED	EXEMPTION	TAXABLE	MILLAGE	TAX AMOUNT
COUNTY	561-355-3996	270,314		270,314	4.7815	1,292.51
COUNTY DEBT	561-355-3996	270,314		270,314	0.2037	55.06
CITY OF BOCA RATON	561-393-7850	270,314		270,314	3.4216	924.91
CITY OF BOCA RATON DEBT	561-393-7850	270,314		270,314	0.3009	81.34
CHILDRENS SERVICES COUNCIL	561-740-7000	270,314		270,314	0.7025	189.90
F.I.N.D.	561-627-3386	270,314		270,314	0.0345	9.33
PBC HEALTH CARE DISTRICT	561-659-1270	270,314		270,314	1.0800	291.94
SCHOOL LOCAL	561-434-8837	270,314		270,314	2.4980	675.24
SCHOOL STATE	561-434-8837	270,314		270,314	5.0860	1,375.36
SFWMD EVERGLADES CONST PROJECT	561-686-8800	270,314		270,314	0.0587	15.87
SO FLA WATER MANAGEMENT DIST.	561-686-8800	270,314		270,314	0.1685	45.55
SO FLA WATER MGMT - OKEE BASIN	561-686-8800	270,314		270,314	0.1838	49.68
GREATER BOCA RATON BH & PK DIST	561-417-4599	270,314		270,314	0.9676	261.56

KEEP THIS SECTION FOR YOUR RECORDS

TOTAL AD VALOREM 5,268.25

NON-AD VALOREM ASSESSMENTS

READ REVERSE SIDE BEFORE CALLING LEVYING AUTHORITY	TELEPHONE	RATE	READ REVERSE SIDE BEFORE CALLING AMOUNT
SOLID WASTE AUTHORITY	561-697-2700	174.00	174.00
BOCA RATON FIRE OPERATIONS	561-393-7979	85.00	85.00
LAKE WORTH DRAINAGE DISTRICT MAINT	561-819-5479	42.00	42.00

TOTAL NON-AD VALOREM 301.00

TOTAL AD VALOREM AND NON-AD VALOREM COMBINED 5,569.25

AMOUNT DUE WHEN RECEIVED BY					
NOV 30, 2013	DEC 31, 2013	JAN 31, 2014	FEB 28, 2014	MARCH 31, 2014	TAXES ARE DELINQUENT APRIL 1, 2014
$5,346.47	$5,402.18	$5,457.86	$5,513.56	$5,569.25	
4%	3%	2%	1%	NO DISCOUNT	

DETACH HERE **SEE REVERSE SIDE FOR INSTRUCTIONS AND INFORMATION** DETACH HERE

COUNTY OF PALM BEACH: NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

PROPERTY CONTROL NO.	YEAR	CMC	COLLECTOR NO.
06-42-47-10-02-007-0680	2013	15	101304074

BERNSTEIN FAMILY REALTY LLC
950 PENINSULA CORPORATE CIR STE 3010
BOCA RATON FL 33487-1387

20131013040740005569252

LEGAL DESCRIPTION
BOCA MADERA UNIT 2 LT 68 BLK G

P.O. BOX 3353
WEST PALM BEACH, FL 33402-3353

MAKE PAYABLE TO:
TAX COLLECTOR, PALM BEACH COUNTY

AMOUNT DUE WHEN RECEIVED BY					
NOV 30, 2013	DEC 31, 2013	JAN 31, 2014	FEB 28, 2014	MARCH 31, 2014	TAXES ARE DELINQUENT APRIL 1, 2014
$5,346.47	$5,402.18	$5,457.86	$5,513.56	$5,569.25	
4%	3%	2%	1%	NO DISCOUNT	

(KEEP THIS SECTION FOR YOUR RECORDS)

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*
www.pbctax.com

IMPORTANT INSTRUCTIONS

2013 REAL ESTATE PROPERTY TAX BILL

This BILL includes Ad Valorem Taxes and Non-Ad Valorem Assessments for the 2013 Tax Year. Payment must be made in full and in U.S. funds. Payment is subject to verification and receipt of funds. A fee is applied for dishonored funds.

2013 REAL ESTATE PROPERTY TAX PAYMENT

- Discount amounts are shown on the front of this bill.
- Payment must be received in our offices by the due dates printed on the TAX BILL (see reverse side).

PAYMENT OPTIONS

- **E-CHECK** (Online Only) 24/7 at www.pbctax.com. **No Additional Fee** (Payment confirmation e-mail serves as receipt).
- **CREDIT CARD** (Online Only) 24/7 at www.pbctax.com. **A 2.35% Convenience Fee Will Apply** (Payment confirmation e-mail serves as receipt).
- **WIRE TRANSFER** E-mail taxwires@taxcollectorpbc.com for instructions (bank confirmation serves as receipt).
- **MAIL** Detach the original stub and return with payment. DO NOT FOLD, STAPLE, PAPER CLIP, WRITE, OR MARK ORIGINAL STUB. Write your 17-digit Property Control Number on your payment. Use the enclosed return envelope with the Tax Collector address showing in the return envelope window (canceled check serves as receipt).
- **DROP OFF BOX** at one of our Service Centers from 8:15 AM to 5:00 PM, Monday - Friday (canceled check serves as receipt).
- **BANK ONLINE BILL PAY** - Your bank's bill pay service - Mail delivery and bank processing times vary so allow ample time. Include 17-digit Property Control Number on payment (bill pay service canceled check serves as receipt).

DELINQUENT TAX INFORMATION

- Ad Valorem Taxes and Non-Ad Valorem Assessments become delinquent APRIL 1, 2014.
- The minimum charge of 3% will be collected. Interest accrues at 1.5% per month (18% annually).
- Interest and associated costs for delinquent taxes are determined by the date payment is received by the Tax Collector.
- Payment AFTER THE DATE OF DELINQUENCY must be in U.S. funds by cash, bank draft, wire transfer, certified check, money order, U.S. Postal Money Order, or cashier's check.

FLORIDA STATUTE 197.432: Tax Certificates will be sold on all unpaid property taxes 60 days after the date of delinquency.

Contact Information for Questions or Problems

Constitutional Tax Collector: Prepares and mails TAX BILLS from Tax Roll data certified by the PBC Property Appraiser and Non-Ad Valorem assessments provided by Levying Authorities (561-355-2264). If this property was sold, forward this bill to the new owner or mark bill "SOLD" and return to the Constitutional Tax Collector's Office.

Property Appraiser: Prepares the Ad Valorem Tax Roll (assessed value, exemptions, taxable value, assessed owner's name, address, and legal description). Questions about tax assessment and exemptions should be directed to the Office of the Property Appraiser at 561-355-2866.

Taxing Authorities: Set the Ad Valorem millage rates. See telephone list on reverse side for questions about assessment amounts and services provided.

Levying Authorities: Determine the Non-Ad Valorem assessments. See telephone list on reverse side for questions about assessment amounts and services provided.

(DETACH HERE)

PLEASE INCLUDE THIS BOTTOM STUB WITH YOUR PAYMENT TO THE TAX COLLECTOR

DO NOT FOLD, STAPLE, PAPER CLIP, WRITE, OR MARK ON THIS PAYMENT STUB

Make payable to:
Tax Collector, Palm Beach County

Please include the 17-digit Property Control Number on your payment. Place this return portion and your payment in the enclosed return envelope. The Constitutional Tax Collector's address must show in the return envelope window.

SIMON BERNSTEIN IRREVOCABLE TRUST U/A 9/7/06
FBO DANIEL BERNSTEIN
OPPENHEIMER TRUST CO, SUCCESSOR TRUSTEE
Acct Number: 21 00 0918 0 03

Transaction Description	Posting Date		Payment
REAL ESTATE EXPENSES			
TAX COLLECTOR, PALM BEACH COUNTY - 1/3 OF REAL ESTATE TAXES	12/03/2012		-1,803.60
MR ELECTRIC - 1/3 DOWNPAYMENT FOR ELECTRICAL WORK	12/12/2012		-500.00
TOTAL REAL ESTATE EXPENSES			**-2,303.60**
DISBURSEMENTS FBO DANIEL			
ST ANDREW'S SCHOOL - BALANCE OF 2012/2013 TUITION	11/14/2012		-8,221.50
ST ANDREW'S SCHOOL - CLASS MUSIC TRIP	03/08/2013		-275.00
22 LACROSSE - SUMMER LACROSSE PROGRAM	05/22/2013		-722.00
ST ANDREW'S SCHOOL - BOOKSTORE CHARGES	06/14/2013		-92.00
ST ANDREW'S SCHOOL - PAYMENT ON ACCOUNT 2013/2014 TUITION	06/28/2013		-2,137.00
ST ANDREW'S SCHOOL - PAYMENT ON ACCOUNT 2013/2014 TUITION	07/22/2013		-3,432.00
ST ANDREW'S SCHOOL - PAYMENT ON ACCOUNT 2013/2014 TUITION	08/13/2013		-1,716.00
TOTAL DISBURSEMENTS FBO DANIEL			**-16,595.50**
DISBURSEMENTS TO COVER HOUSEHOLD EXPENSES			
BERNSTEIN FAMILY REALTY LLC - PAYMENT TO LEGACY BANK	11/08/2012		-2,000.00
BERNSTEIN FAMILY REALTY LLC - PAYMENT TO LEGACY BANK	11/29/2012		-250.00
BERNSTEIN FAMILY REALTY LLC - PAYMENT TO LEGACY BANK	11/30/2012		1,000.00
CANDICE BERNSTEIN - ONE-THIRD MONTHLY EXPENSES SEPT OCT NOV	12/06/2012		-3,000.00
CANDICE BERNSTEIN - ONE-THIRD MONTHLY EXPENSES FOR DEC 2012	12/10/2012		-1,000.00
CANDICE BERNSTEIN - VOLVO REPAIRS	12/21/2012		-2,155.77
BERNSTEIN FAMILY REALTY CUSTODY ACCT	12/27/2012		-3,000.00
FISERV - REIMBURSEMENT OF OVERPAYMENT BY BILL PAY SERVICE	01/30/2013		-98.00
BERNSTEIN FAMILY REALTY CUSTODY ACCT	01/30/2013		-3,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCT	01/31/2013		-3,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCT	02/27/2013		-3,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCT	03/11/2013		-3,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCT	04/04/2013		-3,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCT	05/03/2013		-2,000.00

SIMON BERNSTEIN IRREVOCABLE TRUST U/A 9/7/06
FBO DANIEL BERNSTEIN
OPPENHEIMER TRUST CO, SUCCESSOR TRUSTEE
Acct Number: 21 00 0918 0 03

Transaction Description	Posting Date		Payment
DISBURSEMENTS TO COVER HOUSEHOLD EXPENSES cont.			
BERNSTEIN FAMILY REALTY CUSTODY ACCT	05/17/2013		-4,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCT	06/04/2013		-3,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCT	06/28/2013		-5,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCT	07/15/2013		-4,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCT	08/06/2013		-1,000.00
CANDICE BERNSTEIN - LIVING EXPENSES FOR DANIEL	09/10/2013		-1,800.00
BERNSTEIN FAMILY REALTY CUSTODY ACCT	09/18/2013		-10,655.43
TOTAL DISBURSEMENTS TO COVER HOUSEHOLD EXPENSES			**-56,959.20**

SIMON BERNSTEIN IRREVOCABLE TRUST U/A 9/7/06
FBO JACOB BERNSTEIN
OPPENHEIMER TRUST CO, SUCCESSOR TRUSTEE
Acct Number: 21 00 0917 0 03

Transaction Description	Posting Date		Payment
REAL ESTATE EXPENSES			
TAX COLLECTOR, PALM BEACH COUNTY - 1/3 SHARE OF REAL ESTATE TAXES	12/03/2012		-1,803.60
MR ELECTRIC - 1/3 DOWNPAYMENT FOR ELECTRICAL WORK	12/12/2012		-500.00
TOTAL REAL ESTATE EXPENSES			**-500.00**
DISBURSEMENTS FBO JACOB			
ST ANDREW'S SCHOOL - BALANCE OF 2012/2013 TUITION	11/14/2012		-9,319.50
ST ANDREW'S SCHOOL - 8TH GRADE CLASS TRIP AND BOOKSTORE CHARGES	01/30/2013		-1,017.99
ST ANDREW'S SCHOOL BOOKSTORE CHARGES	02/11/2013		-81.00
PETER WOHLGEMUTH DMD - FOR DENTAL SVCS	03/08/2013		-630.00
ST ANDREW'S SCHOOL - BOOKSTORE CHARGES	03/13/2013		-35.00
ST ANDREW'S SCHOOL - BOOKSTORE CHARGES	05/13/2013		-25.99
ST ANDREW'S SCHOOL - PAYMENT ON ACCOUNT 2013/2014 TUITION	06/28/2013		-2,614.00
ST ANDREW'S SCHOOL - PAYMENT ON ACCOUNT 2013/2014 TUITION	07/22/2013		-4,233.00
ST ANDREW'S SCHOOL - PAYMENT ON ACCOUNT 2013/2014 TUITION	08/13/2013		-2,099.00
TOTAL DISBURSEMENTS FBO JACOB			**-20,055.48**
DISBURSEMENTS TO COVER HOUSEHOLD EXPENSES			
BERNSTEIN FAMILY REALTY LLC - PAYMENT TO LEGACY BANK	11/08/2012		-1,777.99
BERNSTEIN FAMILY REALTY LLC - PAYMENT TO LEGACY BANK	11/30/2012		-1,000.00
CANDICE BERNSTEIN - ONE-THIRD MONTHLY EXPENSES FOR SEPT OCT NOV	12/06/2012		-3,000.00
CANDICE BERNSTEIN - ONE-THIRD MONTHLY EXPENSES FOR DEC 2012	12/10/2012		-1,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	12/27/2012		-3,000.00
FISERV - REIMBURSEMENT OF OVERPAYMENT BY BILL PAY SERVICE	01/30/2013		-830.99
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	01/30/2013		-3,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	01/31/2013		-3,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	02/27/2013		-3,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	03/11/2013		-3,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	04/04/2013		-3,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	05/03/2013		-2,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	05/17/2013		-4,000.00

SIMON BERNSTEIN IRREVOCABLE TRUST U/A 9/7/06
FBO JACOB BERNSTEIN
OPPENHEIMER TRUST CO, SUCCESSOR TRUSTEE
Acct Number: 21 00 0917 0 03

Transaction Description	Posting Date		Payment
DISBURSEMENTS TO COVER HOUSEHOLD EXPENSES cont.			
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	05/30/2013		-1,500.00
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	06/04/2013		-1,500.00
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	06/28/2013		-5,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	07/15/2013		-4,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	08/06/2013		-1,000.00
CANDICE BERNSTEIN LIVING EXPENSES FOR JACOB	09/10/2013		-1,050.00
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	09/18/2013		-9,951.64
TOTAL DISBURSEMENTS TO COVER HOUSEHOLD EXPENSES			**-55,610.62**

SIMON BERNSTEIN IRREVOCABLE TRUST U/A 9/7/06
FBO JOSHUA Z BERNSTEIN
OPPENHEIMER TRUST CO, SUCCESSOR TRUSTEE
Acct Number: 21 00 0916 0 03

Transaction Description	Posting Date		Payment
REAL ESTATE EXPENSES			
TAX COLLECTOR, PALM BEACH COUNTY - 1/3 SHARE OF REAL ESTATE TAXES	12/03/2012		-1,803.59
MR ELECTRIC - 1/3 DOWNPAYMENT FOR ELECTRICAL WORK	12/12/2012		-500.00
TOTAL REAL ESTATE EXPENSES			**-2,303.59**
DISBURSEMENTS FBO JOSHUA			
ST ANDREW'S SCHOOL - BALANCE OF 2012/2013 TUITION	11/14/2012		-10,219.50
CHARTIS PROPERTY CASUALTY CO - PAYMENT OF CAR INSURANCE INO JOSHUA	11/21/2012		-3,482.00
CANDICE BERNSTEIN - REIMBURSE FOR PURCHASE OF COMPUTER	01/15/2013		-1,167.03
ST ANDREW'S SCHOOL - BOOKSTORE CHARGES	01/30/2013		-67.63
ST ANDREW'S SCHOOL - BOOKSTORE CHARGES	02/11/2013		-252.95
DOUG SHANAHAN - LACROSSE LESSONS	03/11/2013		-340.00
ST ANDREW'S SCHOOL - BOOKSTORE CHARGES	03/13/2013		-54.00
ST ANDREW'S SCHOOL - BOOKSTORE CHARGES	04/15/2013		-100.00
DAVID POSNACK JCC - PAYMENT ON ACCOUNT FOR MACCABI GAMES	05/02/2013		-322.50
BOCA RATON FAMILY & PEDIATRICS - MEDICAL BILL	05/06/2013		-20.00
ST ANDREW'S SCHOOL - BOOKSTORE CHARGES	05/13/2013		-144.95
DAVID POSNACK JCC - PAYMENT ON ACCOUNT FOR MACCABI GAMES	05/24/2013		-700.00
DAVID POSNACK JCC - BALANCE OF ACCOUNT FOR MACCABI GAMES	05/30/2013		-627.50
ST ANDREW'S SCHOOL - BOOKSTORE CHARGES	06/14/2013		-64.15
ST ANDREW'S SCHOOL - PAYMENT ON ACCOUNT 2013/2014 TUITION	06/28/2013		-2,614.00
ST ANDREW'S SCHOOL - PAYMENT ON ACCOUNT 2013/2014 TUITION	07/22/2013		-4,198.00
ST ANDREW'S SCHOOL - PAYMENT ON ACCOUNT 2013/2014 TUITION	08/13/2013		-2,099.00
TOTAL DISBURSEMENTS FBO JOSHUA			**-26,473.21**

SIMON BERNSTEIN IRREVOCABLE TRUST U/A 9/7/06
FBO JOSHUA Z BERNSTEIN
OPPENHEIMER TRUST CO, SUCCESSOR TRUSTEE
Acct Number: 21 00 0916 0 03

Transaction Description	Posting Date		Payment
DISBURSEMENTS TO COVER HOUSEHOLD EXPENSES			
BERNSTEIN FAMILY REALTY LLC - PAYMENT TO LEGACY BANK	11/08/2012		-4,313.95
BERNSTEIN FAMILY REALTY LLC - PAYMENT TO LEGACY BANK	11/29/2012		-250.00
BERNSTEIN FAMILY REALTY LLC - PAYMENT TO LEGACY BANK	11/30/2012		1,000.00
CANDICE BERNSTEIN - ONE-THIRD MONTHLY EXPENSES FOR SEPT OCT NOV	12/06/2012		-3,000.00
CANDICE BERNSTEIN - ONE-THIRD MONTHLY EXPENSES FOR DEC 2012	12/10/2012		-1,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	12/27/2012		-3,000.00
FISERV - REIMBURSEMENT OF OVERPAYMENT BY BILL PAY SERVICE	01/30/2013		-980.95
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	02/06/2013		-6,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	02/27/2013		-3,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	03/11/2013		-3,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	04/04/2013		-3,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	05/03/2013		-2,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	05/17/2013		-4,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	05/30/2013		-2,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	06/04/2013		-1,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	06/28/2013		-4,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	07/03/2013		-1,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	07/15/2013		-4,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	08/06/2013		-1,000.00
CANDICE BERNSTEIN - LIVING EXPENSES FOR JOSHUA	09/10/2013		-90.00
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	09/18/2013		-1,340.36
TOTAL DISBURSEMENTS TO COVER HOUSEHOLD EXPENSES			**-46,975.26**

BERNSTEIN FAMILY REALTY LLC CUSTODY ACCT OPPENHEIMER TRUST COMPANY, CUSTODIAN Acct Number: 65 00 0919 3 03			
Transaction Description	Posting Date		Payment
REAL ESTATE EXPENSES			
YOUR SECURITY CONNECTION - 1/4LY MONITORING FEES	01/03/2013		-$73.11
FIRST CHOICE PLUMBING	01/15/2013		-$250.00
KOOL RAY AIR CONDITIONING	01/15/2013		-$325.00
MR ELECTRIC	01/18/2013		-$1,271.10
MR ELECTRIC	01/31/2013		-$307.90
KOOL RAY AIR CONDITIONING	01/31/2013		-$105.00
CLAUDE MAXIME - LAWN SERVICE	01/31/2013		-$240.00
CITY OF BOCA RATON - WATER BILL	01/31/2013		-$143.83
MASSEY, CLARK, FISCHER INC. - HOMEOWNER'S INS POLICY	02/01/2013		-$8,387.79
TOWER HILL PREFERRED INSURANCE CO - FLOOD INS POLICY	02/01/2013		-$412.00
CITY OF BOCA RATON - WATER BILL	02/07/2013		-$253.37
FPL - ELECTRIC BILL	02/07/2013		-$446.34
PEST-ASIDE INC	03/11/2013		-$85.00
FPL - ELECTRIC BILL	03/11/2013		-$342.53
FPL - ELECTRIC BILL	04/05/2013		-$362.97
CITY OF BOCA RATON - WATER BILL	04/05/2013		-$212.37
YOUR SECURITY CONNECTION - 1/4LY MONITORING FEES	04/05/2013		-$73.11
FPL - ELECTRIC BILL	05/06/2013		-$441.41
CLAUDE MAXIME - LAWN SERVICE	05/06/2013		-$390.00
FPL - ELECTRIC BILL	06/03/2013		-$461.90
FPL - ELECTRIC BILL	07/01/2013		-$462.76
CITY OF BOCA RATON - WATER BILL	07/11/2013		-$221.06
YOUR SECURITY CONNECTION - 1/4LY MONITORING FEES	07/22/2013		-$73.11
FPL - ELECTRIC BILL	08/07/2013		-$545.68
CITY OF BOCA RATON - WATER BILL	08/07/2013		-$274.89
FPL - ELECTRIC BILL	09/19/2013		-$521.65
CLAUDE MAXIME - LAWN SERVICE	09/19/2013		-$560.00
WALTER SAHM - INTEREST PAYMENT RELATING TO LOAN ON PROPERTY	10/15/2013		-$3,850.00
TOTAL REAL ESTATE EXPENSES			**-$21,093.88**
LEGAL FEES			
FLORIDA DEPARTMENT OF STATE - ANNUAL FILING FEE FOR LLC	04/15/2013		-$143.75
MARK R MANCERI, PA - RETAINER FEE FOR STANSBURY VS BERNSTEIN LITIGATION	05/20/2013		-$5,000.00
TESCHER & SPALLINA PA - LEGAL FEES BERNSTEIN FAMILY REALTY	10/15/2013		-$6,000.00
TOTAL LEGAL FEES			**-$11,143.75**

BERNSTEIN FAMILY REALTY LLC CUSTODY ACCT OPPENHEIMER TRUST COMPANY, CUSTODIAN Acct Number: 65 00 0919 3 03			
Transaction Description	Posting Date		Payment
DISBURSEMENTS PAID DIRECTLY TO THE BERNSTEINS - MISCELLANEOUS EXPENSES			
CANDICE BERNSTEIN - DECEMBER EXPENSES	01/07/2013		-$2,644.27
CANDICE BERNSTEIN - JANUARY EXPENSES	01/31/2013		-$2,644.27
CANDICE BERNSTEIN -JANUARY EXPENSES BALANCE DUE	02/04/2013		-$2,834.42
CANDICE BERNSTEIN - FEBRUARY EXPENSES	03/11/2013		-$7,178.82
CANDICE BERNSTEIN - MARCH EXPENSES	04/05/2013		-$8,755.06
CANDICE BERNSTEIN - APRIL EXPENSES	05/06/2013		-$10,722.38
CANDICE BERNSTEIN - MAY EXPENSES	05/31/2013		-$5,000.00
CANDICE BERNSTEIN - MAY EXPENSES BALANCE DUE	06/05/2013		-$3,303.63
CANDICE BERNSTEIN - JUNE EXPENSES	07/01/2013		-$12,641.76
CANDICE BERNSTEIN - JULY EXPENSES	08/06/2013		-$9,705.99
CANDICE BERNSTEIN - AUGUST EXPENSES	09/19/2013		-$9,705.99
TOTAL PAID DIRECTLY TO BERNSTEINS			**-$75,136.59**
DISBURSEMENTS PAID DIRECTLY TO PROIVIDERS			
VERIZON WIRELESS	01/31/2013		-$851.06
AQUATIC ISLES POOL SERVICE	01/31/2013		-$80.60
COMCAST CABLE	01/31/2013		-$342.82
AQUATIC ISLES POOL SERVICE	02/04/2013		-$80.00
TRIPP SCOTT PA - BERNSTEIN FAMILY LEGAL BILL	02/28/2013		-$5,649.00
COMCAST CABLE	03/11/2013		-$730.25
TRIPP SCOTT PA - BERNSTEIN FAMILY LEGAL BILL	03/13/2013		-$3,534.00
COMCAST CABLE	04/05/2013		-$276.05
AQUATIC ISLES POOL SERVICE	04/05/2013		-$245.00
AQUATIC ISLES POOL SERVICE	05/06/2013		-$80.00
VERIZON WIRELESS	05/06/2013		-$446.43
COMCAST CABLE	05/06/2013		-$372.31
ADP BENEFIT SERVICES - HEALTH INSURANCE PREMIUM	05/20/2013		-$1,939.08
VERIZON WIRELESS	05/30/2013		-$470.64
COMCAST CABLE	05/30/2013		-$362.43
ADP BENEFIT SERVICES - HEALTH INSURANCE PREMIUM	05/30/2013		-$1,939.08
VERIZON WIRELESS	07/01/2013		-$510.64
AQUATIC ISLES POOL SERVICE	07/01/2013		-$359.34
COMCAST CABLE	07/01/2013		-$379.54
ADP BENEFIT SERVICES - HEALTH INSURANCE PREMIUM	07/01/2013		-$1,939.08
TRIPP SCOTT PA - BERNSTEIN FAMILY LEGAL BILL	07/11/2013		-$1,290.00
ADP BENEFIT SERVICES - HEALTH INSURANCE PREMIUM	08/05/2013		-$1,939.08
VERIZON WIRELESS	08/07/2013		-$455.62
COMCAST CABLE	08/07/2013		-$342.86
VERIZON WIRELESS	09/19/2013		-$500.92

BERNSTEIN FAMILY REALTY LLC CUSTODY ACCT OPPENHEIMER TRUST COMPANY, CUSTODIAN Acct Number: 65 00 0919 3 03			
Transaction Description	Posting Date		Payment
DISBURSEMENTS PAID DIRECTLY TO PROIVIDERS cont.			
AQUATIC ISLES POOL SERVICE	09/19/2013		-$240.00
COMCAST CABLE	09/19/2013		-$54.69
ADP BENEFIT SERVICES - HEALTH INSURANCE PREMIUM	09/19/2013		-$1,939.08
TOTAL PAID TO PROVIDERS			**-$27,349.60**

TOTAL REAL ESTATE EXPENSES			$21,093.88
TOTAL LEGAL FEES			$11,143.75
TOTAL PAID DIRECTLY TO BERNSTEINS			$75,136.59
TOTAL PAID TO PROVIDERS			$27,349.60
TOTAL DISBURSED			**$134,723.82**

Robert Spallina

From: Messuri, Anthony [AMessuri@cbizgl.com]
Sent: Tuesday, November 26, 2013 3:59 PM
To: Robert Spallina
Subject: RE: U.S. Postal Service Track & Confirm email Restoration - 70101870000185511920

I will check with our tax department and let you know what we can do. The number of K-1's is correct @ 9 since there was a cut off on Sy's date of death. Prior to his death the K-1's were under his social and subsequent they were issued to the trusts EIN. So there were 2 K-1's issued for each trust, (Sy, Jill, Lisa, & Eliot).

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Tuesday, November 26, 2013 2:33 PM
To: Messuri, Anthony
Subject: FW: U.S. Postal Service Track & Confirm email Restoration - 70101870000185511920

Please see below. This was absolutely picked up here with a certified label on the 16th but not stamped by the post office. We have never had this issue. Why did it go up to West Palm and not get processed until the next evening?

From: Kimberly Moran
Sent: Tuesday, November 26, 2013 2:12 PM
To: Robert Spallina
Subject: U.S. Postal Service Track & Confirm email Restoration - 70101870000185511920

This is Bernstein Holdings, LLC. It wasn't processed until the 17th. Same with Investments.

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

From: US_Postal_Service@usps.com [mailto:US_Postal_Service@usps.com]
Sent: Tuesday, November 26, 2013 12:27 PM
To: Kimberly Moran
Subject: U.S. Postal Service Track & Confirm email Restoration - 70101870000185511920

This is a post-only message. Please do not respond.

Kimberly Moran has requested that you receive this restoration information for Track & Confirm as listed below.

Current Track & Confirm e-mail information provided by the U.S. Postal Service.

Label Number: 70101870000185511920

Service Type: Certified Mail™

Shipment Activity	Location	Date & Time
Delivered	CINCINNATI OH 45999	September 23, 2013 12:22 pm
Available for Pickup	CINCINNATI OH 45999	September 20, 2013 12:14 pm
Sorting Complete	CINCINNATI OH 45203	September 20, 2013 8:37 am

Arrival at Unit	CINCINNATI OH 45203	September 20, 2013 7:32 am
Depart USPS Sort Facility	CINCINNATI OH 45234	September 20, 2013
Processed through USPS Sort Facility	CINCINNATI OH 45234	September 20, 2013 3:20 am
Processed through USPS Sort Facility	CINCINNATI OH 45234	September 19, 2013 10:12 pm
Depart USPS Sort Facility	WEST PALM BEACH FL 33416	September 17, 2013
Processed through USPS Sort Facility	WEST PALM BEACH FL 33416	September 17, 2013 8:03 pm

USPS has not verified the validity of any email addresses submitted via its online Track & Confirm tool.

For more information, or if you have additional questions on Track & Confirm services and features, please visit the Frequently Asked Questions (FAQs) section of our Track & Confirm tool at http://www.usps.com/shipping/trackandconfirmfaqs.htm.

CBIZ MHM, LLC

Bernstein Family Investments, LLLP
c/o Tescher & Spallina, P.A.
Attn: Robert Spallina
4855 Technology Way, Suite 720
Boca Raton, FL 33431

Invoice No. 112664
Date 11/27/2013
Client No. 4002518.0
Total Amount Due $ 20,203.60

TO INSURE PROPER CREDIT, PLEASE WRITE INVOICE NUMBER ON CHECK

Professional Services Rendered Through October 31, 2013

Posting transactions and preparation of adjusting journal entries for the year ended December 31, 2012.

Preparation of bank reconciliation.

Accumulation of information and preparation of Federal Partnership Income Tax Returns for the calendar year ended December 31, 2012.

Analysis of 12 months of brokerage accounts from JP Morgan.

Various communications with Chris Prindle and Robert Spallina. $ 19,994.20

Previous Balance 209.40

Total Amount Due $ 20,203.60

0 - 30	31- 60	61 - 90	91 - 120	Over 120	Balance
19,994.20	0.00	0.00	0.00	209.40	20,203.60

Invoice Due Upon Receipt
Payments Received Are Posted Through Above Invoice Date

Client Name: Bernstein Family Investments, LLLP
Invoice No.: 112664

Client No: 4002518
Invoice Date: 11/27/2013

Make check payable to: CBIZ MHM, LLC
Remit payment to: PO Box 953152, St. Louis, MO 63195-3152
Ph: 561.994.5050 ~ F: 561.241.0071 ~ www.cbizsouthflorida.com

A finance charge of 1.5% per month will be added to any unpaid balance over 60 days from invoice date.

CBIZ Goldstein Lewin
1675 N. Military Trail, Fifth Floor
Boca Raton, FL 33486
Ph: 561.994.5050 ▪ F: 561.241.0071
www.cbizgl.com

December 18, 2012

Department of the Treasury
INTERNAL REVENUE SERVICE
Ogden, UT 84201-0039

RE: Bernstein Holdings LLC
Tax ID # 32-0234597
Tax Form: 1065, Tax Period 12/31/11

Dear Sir or Madam:

As the accountants for the above referenced taxpayer, we are in receipt of your notice (copy attached) dated November 26, 2012 assessing late filing penalties for Form 1065 for 2011.

Attached is a copy of the Death Certificate for Simon Bernstein who was the General Partner and Member for this entity. Based on the unexpected and untimely death of Mr. Bernstein, the return was delayed by the ensuing legal matters that occurred. Based on these facts, we are requesting an abatement of the penalties being assessed under Rev Proc 84-35 for reasonable cause.

Thank you for your prompt attention to this request. Should you require any additional information, please do not hesitate to contact our office.

Sincerely,

CBIZ Goldstein Lewin

Gerald R. Lewin, CPA
For the Firm

Encl.
Cc: Robert Spallina Esq. ✓

CBIZ Goldstein Lewin
1675 N. Military Trail, Fifth Floor
Boca Raton, FL 33486
Ph: 561.994.5050 ▪ F: 561.241.0071
www.cbizgl.com

December 18, 2012

Department of the Treasury
INTERNAL REVENUE SERVICE
Ogden, UT 84201-0039

RE: Bernstein Family Investments LLLP
Tax ID # 26-2124343
Tax Form: 1065, Tax Period 12/31/11

Dear Sir or Madam:

As the accountants for the above referenced taxpayer, we are in receipt of your notice (copy attached) dated November 26, 2012 assessing late filing penalties for Form 1065 for 2011.

Attached is a copy of the Death Certificate for Simon Bernstein who was the General Partner for this entity. Based on the unexpected and untimely death of Mr. Bernstein, the return was delayed by the ensuing legal matters that occurred. Based on these facts, we are requesting an abatement of the penalties being assessed under Rev Proc 84-35 for reasonable cause.

Thank you for your prompt attention to this request. Should you require any additional information, please do not hesitate to contact our office.

Sincerely,

CBIZ Goldstein Lewin

Gerald R. Lewin, CPA
For the Firm

Encl.
Cc: Robert Spallina Esq. ✓

CBIZ Goldstein Lewin
1675 N. Military Trail, Fifth Floor
Boca Raton, FL 33486
Ph: 561.994.5050 ■ F: 561.241.0071
www.cbizgl.com

December 18, 2012

Department of the Treasury
INTERNAL REVENUE SERVICE
Ogden, UT 84201-0039

RE: Shirley Bernstein Estate
Tax ID # 30-6283128
Tax Form: 1041, Tax Period 12/31/11

Dear Sir or Madam:

As the accountants for the above referenced taxpayer, we are in receipt of your notices (copies attached) dated November 5 2012 and December 10, 2012 assessing late filing penalties and interest for Form 1041 for 2011.

Attached is a copy of the Death Certificate for Simon Bernstein who was the Personal Representative for this estate.. Based on the unexpected and untimely death of Mr. Bernstein, the return was delayed by the ensuing legal matters that occurred. Based on these facts, we are requesting an abatement of the penalties and interest currently being assessed.

Thank you for your prompt attention to this request. Should you require any additional information, please do not hesitate to contact our office.

Sincerely,

CBIZ Goldstein Lewin

Gerald R. Lewin, CPA
For the Firm

Encl.
Cc: Robert Spallina Esq.✓

IN: 06 201112 679 25 29265 204 05000 2 A0004076 162
201246 048167 33487 IRS USE ONLY 262124343 SB U

Department of the Treasury
Internal Revenue Service
Ogden UT 84201-0039

For assistance, call:
1-800-829-0115

Notice Number: CP162
Date: November 26, 2012

Taxpayer Identification Number:
26-2124343
Tax Form: 1065
Tax Period: December 31, 2011

001176.130186.0006.001 2 AT 0.374 1026

BERNSTEIN FAMILY INVESTMENTS LLLP
% BERNSTEIN HOLDINGS LLC GEN PTR
950 PENINSULA CORP CIR STE 3010
BOCA RATON FL 33487

001176

We Charged a Penalty on Your Partnership Tax Return

Why You are Getting This Notice

We charged a penalty under Internal Revenue Code Section 6698 (a) (1) because, according to our records, you filed your partnership return late.

How We Calculated the Amount You Owe

The penalty is $195 for each person who was a partner at any time during the tax year, for each month or part of a month the return was late, for up to 12 months.

Number of Partners		3
Late Filing Penalty		$1,170.00
Total Penalty		$1,170.00
Less Penalty Paid		$.00
Total Amount You Owe		**$1,170.00**
Subtract Payments We Have Not Included	$_____	
Pay the Adjusted Amount Due	$_____	

What You Need to Do

Pay the amount you owe now by using one of the following methods. To avoid additional penalty and/or interest, we must receive your payment by December 17, 2012. The Electronic Federal Tax Payment System (EFTPS) is the preferred method to ensure your tax payments are on time and secure.

- **EFTPS**
  - If you are currently enrolled, go to www.eftps.gov or call 1-800-555-4477.
  - To learn more about EFTPS and other electronic payment options, including credit card payments, visit www.irs.gov keyword: e-pay.

- **Check or Money Order**
  - Make your check or money order payable to the **United States Treasury;**
  - Write your taxpayer identification number, tax form number, tax period, and your phone number on your payment, and
  - Mail your payment with the payment voucher located at the bottom of this notice in the enclosed envelope.

If you choose to pay by check or money order, please allow enough mailing time so that we receive your payment by December 17, 2012.

If you believe this notice is incorrect, please call us at 1-800-829-0115. When you call, please have your payment information and a copy of your return available. This information will help us find any payment you made that we haven't applied.

Steps You Should Take

1. If our statement does not agree with your records, the law lets us remove or reduce the penalties we explain in this notice if you have an acceptable reason.

2. If you believe you have an acceptable reason for filing your return late, you need to provide a signed detailed letter of explanation outlining the circumstances that resulted in not filing your return timely.

3. Send your signed letter of explanation along with the voucher on the last page of this notice in the enclosed envelope. We will review it and let you know if we accept your explanation as reasonable cause to remove or reduce the penalty.

Who to Contact if You Have Any Questions

If you have any questions, please call us at the number at the top of this notice.

For tax forms, instructions and information visit **www.irs.gov**. (Access to this site will not provide you with your specific taxpayer account information.)

001176

CUT HERE

Return this voucher with your payment or correspondence.

Your Telephone Number: ( )____-_____

Best Time to Call: _____AM_____PM

Amount you owe: $1,170.00

- You will avoid additional penalties and/or interest if we receive your full payment by **December 17, 2012**

☐ **Amount enclosed: $_____**

- Make payable to United States Treasury
- Write Taxpayer Identification Number, tax period and tax form number on payment

☐ **Correspondence enclosed**

SB 201246 29265-294-35000-2

162 Internal Revenue Service
Ogden UT 84201-0039

BERNSTEIN FAMILY INVESTMENTS LLLP
% BERNSTEIN HOLDINGS LLC GEN PTR
950 PENINSULA CORP CIR STE 3010
BOCA RATON FL 33487

262124343 IN BERN 06 2 201112 670 00000117000

201246 IN 06 201112 670 6533 29265-994-29700-2 A0003027 162
075883 33487 IRS USE ONLY 320234597 SB N

Department of the Treasury
Internal Revenue Service
Ogden UT 84201-0039

For assistance, call:
1-800-829-0115

Notice Number: CP162
Date: November 26, 2012

Taxpayer Identification Number:
32-0234597
Tax Form: 1065
Tax Period: December 31, 2011

001177.130186.0006.001 2 AT 0.374 1026

BERNSTEIN HOLDINGS LLC
SIMON BERNSTEIN MBR
950 PENINSULA CORPORATE CIR STE3010
BOCA RATON FL 33487-1387

001177

We Charged a Penalty on Your Partnership Tax Return

Why You are Getting This Notice

We charged a penalty under Internal Revenue Code Section 6698 (a) (1) because, according to our records, you filed your partnership return late.

How We Calculated the Amount You Owe

The penalty is $195 for each person who was a partner at any time during the tax year, for each month or part of a month the return was late, for up to 12 months.

Number of Partners	5
Late Filing Penalty	$1,950.00
Total Penalty	$1,950.00
Less Penalty Paid	$.00
Total Amount You Owe	**$1,950.00**
Subtract Payments We Have Not Included	$_____
Pay the Adjusted Amount Due	$_____

What You Need to Do

Pay the amount you owe now by using one of the following methods. To avoid additional penalty and/or interest, we must receive your payment by December 17, 2012. The Electronic Federal Tax Payment System (EFTPS) is the preferred method to ensure your tax payments are on time and secure.

- **EFTPS**
  - If you are currently enrolled, go to www.eftps.gov or call 1-800-555-4477.
  - To learn more about EFTPS and other electronic payment options, including credit card payments, visit www.irs.gov keyword: e-pay.

- **Check or Money Order**
  - Make your check or money order payable to the **United States Treasury;**
  - Write your taxpayer identification number, tax form number, tax period, and your phone number on your payment, and
  - Mail your payment with the payment voucher located at the bottom of this notice in the enclosed envelope.

If you choose to pay by check or money order, please allow enough mailing time so that we receive your payment by December 17, 2012.

If you believe this notice is incorrect, please call us at 1-800-829-0115. When you call, please have your payment information and a copy of your return available. This information will help us find any payment you made that we haven't applied.

Steps You Should Take

1. If our statement does not agree with your records, the law lets us remove or reduce the penalties we explain in this notice if you have an acceptable reason.

2. If you believe you have an acceptable reason for filing your return late, you need to provide a signed detailed letter of explanation outlining the circumstances that resulted in not filing your return timely.

3. Send your signed letter of explanation along with the voucher on the last page of this notice in the enclosed envelope. We will review it and let you know if we accept your explanation as reasonable cause to remove or reduce the penalty.

Who to Contact if You Have Any Questions

If you have any questions, please call us at the number at the top of this notice.

For tax forms, instructions and information visit **www.irs.gov**. (Access to this site will not provide you with your specific taxpayer account information.)

Case: 1:13-cv-03643 Document #: 258-2 Filed: 08/27/16 Page 686 of 1000 PageID #:6126

001177

CUT HERE

Return this voucher with your payment or correspondence.

Your Telephone Number: ( )_____-_____

Best Time to Call: _____AM_____PM

Amount you owe: $1,950.00

- You will avoid additional penalties and/or interest if we receive your full payment by **December 17, 2012**

☐ **Amount enclosed: $_____**

- Make payable to United States Treasury
- Write Taxpayer Identification Number, tax period and tax form number on payment

☐ **Correspondence enclosed**

SB 201246 29265-294-29700-2

162 Internal Revenue Service
Ogden UT 84201-0039

BERNSTEIN HOLDINGS LLC
SIMON BERNSTEIN MBR
950 PENINSULA CORPORATE CIR STE3010
BOCA RATON FL 33487-1387

320234597 IN BERN 06 2 201112 670 00000195000

Notice	CP504B
Tax Period	December 31, 2011
Notice date	December 10, 2012
Employer ID number	30-6283128

If we don't hear from you—**continued**

034024

- If you still have an outstanding balance after we make these seizures, we may send you a notice giving you a right to a hearing before the IRS Office of Appeals, if you have not already received such a notice. We may then seize ("levy") or take possession of your other property or your rights to property. Property includes:
  - Wages, real estate commissions, and other income
  - Bank accounts
  - Business assets
  - Personal assets (including your car and home)
  - Social Security benefits
- If you don't pay the amount due or call us to make payment arrangements, we can file a Notice of Federal Tax Lien on your property at any time, if we haven't already done so.
- If the lien is in place, you may find it difficult to sell or borrow against your property. The tax lien would also appear on your credit report—which may harm your credit rating—and your creditors would also be publicly notified that the IRS has priority to seize your property.
- If you don't pay your tax debt, we have the right to seize ("levy") your property.

Continued on back...

Notice	CP504B
Tax Period	December 31, 2011
Notice date	December 10, 2012
Employer ID number	30-6283128
Page 4 of 4	

Interest charges

We are required by law to charge interest on unpaid tax from the date the tax return was due to the date the tax is paid in full. The interest is charged as long as there is an unpaid amount due, including penalties, if applicable. (Internal Revenue Code section 6601)

Description	Amount
Total interest	**$8.89**

The table below shows the rates used to calculate the interest on your unpaid amount due. For a detailed calculation of your interest, call 1-800-829-0115.

Period	Interest rate
Comenzando el 1 de octubre de 2011	3%

Additional information

- Visit www.irs.gov/cp504b
- For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).
- Review the enclosed IRS Collection Process (Publication 594).
- Generally, we deal directly with taxpayers or their authorized representatives. Sometimes, however, it's necessary for us to speak with other people, such as employees, employers, banks, or neighbors to gather the information we need about a taxpayer's account. You have the right to request a list of individuals we've contacted in connection with your account at any time.
- Keep this notice for your records.

If you need assistance, please don't hesitate to contact us.

Department of the Treasury
Internal Revenue Service
Ogden UT 84201-0039

For assistance, call:
1-800-829-0115

Notice Number: CP161
Date: November 5, 2012

Taxpayer Identification Number:
30-6283128
Tax Form: 1041
Tax Period: December 31, 2011

006253.123698.0029.001 1 AT 0.374 864

SHIRLEY BERNSTEIN ESTATE
SIMON L BERNSTEIN PER REP
7020 LIONS HEAD LN
BOCA RATON FL 33496-5931

006253

Request for Payment U.S. Fiduciary Income Tax Return

Our records show you owe $16,316.82 on your return for the above tax period.

What You Need to Do

Pay the amount you owe now by using one of the following methods. To avoid additional penalty and/or interest, we must receive your payment by November 26, 2012. The Electronic Federal Tax Payment System (EFTPS) is the preferred method to ensure your tax payments are on time and secure.

- **EFTPS**
  - If you are currently enrolled, go to www.eftps.gov or call 1-800-555-4477.
  - To learn more about EFTPS and other electronic payment options, including credit card payments, visit www.irs.gov keyword: e-pay.

- **Check or Money Order**
  - Make your check or money order payable to the **United States Treasury;**
  - Write your taxpayer identification number, tax form number, tax period, and your phone number on your payment; and
  - Mail your payment with the payment voucher located at the bottom of this notice in the enclosed envelope.

If you choose to pay by check or money order, please allow enough mailing time so that we receive your payment by November 26, 2012.

If you believe this notice is incorrect, please call us at 1-800-829-0115. When you call, please have your payment information and a copy of your return available. This information will help us find any payment you made that we haven't applied.

Tax Statement

Tax on Return	$12,741.00
Total Credits	$.00
Amount Previously Refunded to You	$.00

Underpayment	$12,741.00
Penalty	$3,312.65
Interest	$263.17
Total Amount You Owe	**$16,316.82**

For tax forms, instructions and information visit **www.irs.gov**. (Access to this site will not provide you with your specific taxpayer account information.)

Penalty and Interest

About Your Notice - The penalty and/or interest charges on your account are explained on the following pages. If you want a more detailed explanation of your penalties and interest, please call the telephone number listed on the top of this notice. You may call your local IRS telephone number if the number shown on your notice is a long-distance call for you. All days mentioned in the paragraphs below are calendar days, unless specifically stated otherwise.

Penalties: $3,312.65

01 Penalty for Filing Return Late $2,866.72

We charged a penalty because you filed your return late. We use the number of months the return is late to determine the penalty. If you filed more than 60 days late, the minimum penalty may apply. The minimum penalty is the lesser of $100 or 100% of the tax due, for returns due before 12/31/2008. For returns due after 12/31/2008, the minimum penalty is the lesser of $135 or 100% of the tax due. If you disagree with this penalty, see "Removal of Penalties" in this notice. To avoid this penalty in the future, you should file your returns by the return due date.

(Internal Revenue Code section 6651)

The table below shows how we figured your penalty. We multiplied the number of months times the monthly rate times the principal.

Date	No. Months	Rate/Month	Principal	Penalty
09/15/2012	05	4.50%	12,741.00	2,866.72
			Total Penalty:	2,866.72

07 Paying Late $445.93

We charged a penalty because you paid your taxes late. We count part of a month as a full month. If you disagree with this penalty, see "Removal of Penalties" in this notice. To avoid this penalty in the future, you should pay your taxes by the due date. Even if you have an extension to file your tax return, you do not have additional time to pay your tax.

(Internal Revenue Code section 6651 (a) (2))

IRS Department of the Treasury
Internal Revenue Service
Memphis, TN 37501-0250

Letter Number: 2797
Date of this Letter: 10/22/2012

Taxpayer Identification Number:
26-2124343

For assistance you may call us at:
1-800-829-0115

Office Hours:
8:00 AM - 4:30 PM

Person to Contact:
Customer Service Rep

BOD CODE: SB
CP: ACS

011248.257944.0036.001 1 AT 0.374 542

BERNSTEIN FAMILY INVESTMENTS LLLP
950 PNINSLA CRP CIR STE 3010
BOCA RATON FL 33487-1387

011248

Dear BERNSTEIN FAMILY INVESTMENTS LLLP

We need your assistance in updating our records. Please fill in the address information requested below. **In order to make changes to your address your signature is required.** Return your response within 10 days from the date of this letter. An envelope is enclosed for your convenience. Thank you for your cooperation.

Is the above address correct? YES ☐ NO ☐

_____
Your Signature - **(Required to update our records)**

If you checked NO, please complete the following:

_____
C/O or Guardianship

_____
Your street address or P.O. Box Number

_____
City State Zip code

( ) _____ ( ) _____
Daytime telephone number Cell Phone Number

If you have any questions, you may contact a Customer Service Representative by calling the toll-free telephone number shown above. For faster service, try calling us any day except Monday when our call volumes are highest.

Sincerely yours,
Compliance Services Field Director

Ensure that the Internal Revenue Service return address shows in the window.

262124343223001

Internal Revenue Service
Memphis, TN 37501-0250

BERNSTEIN FAMILY INVESTMENTS LLLP
950 PNINSLA CRP CIR STE 3010
BOCA RATON FL 33487-1387

Letter 2797 (CG) (Rev. 05-2005)

IRS

Department of the Treasury
Internal Revenue Service
Philadelphia, PA 19154-0030

7161 7618 3635 3480 3952

Notice	CP5048
Tax Period	December 31, 2011
Notice date	December 10, 2012
Employer ID number	30-6283128
To contact us	Phone 1-800-829-0115
Your Caller ID	576528
Page 1 of 4	

034024.272236.0182.005 2 AT 0.374 1150

306283128221

SHIRLEY BERNSTEIN ESTATE
TED BERNSTEIN EX
7020 LIONS HEAD LN
BOCA RATON FL 33496-5931205

034024

Notice of intent to levy

Intent to seize your property or rights to property

Amount due immediately: $3,104.71

As we notified you before, our records show you have unpaid taxes for the tax period ending December 31, 2011 (Form 1041). If you don't call us immediately or pay the amount due by December 20, 2012, we will seize ("levy") your property or rights to property and apply it to the $3,104.71 you owe.

Billing Summary

Amount you owed	$3,095.82
Interest charges	8.89
Amount due immediately	**$3,104.71**

Continued on back...

IRS

SHIRLEY BERNSTEIN ESTATE
TED BERNSTEIN EX
7020 LIONS HEAD LN
BOCA RATON FL 33496-5931205

Notice	CP504B
Notice date	December 10, 2012
Employer ID number	30-6283128

Payment

- Make your check or money order payable to the United States Treasury.
- Write your Employer ID number (30-6283128), the tax period (December 31, 2011), and the form number (1041) on your payment and any correspondence.

INTERNAL REVENUE SERVICE
KANSAS CITY, MO 64999-0202

Amount due immediately **$3,104.71**

306283128 WV BERN 05 2 201112 670 00000310471

Notice	CP504B
Tax Period	December 31, 2011
Notice date	December 10, 2012
Employer ID number	30-6283128
Page 2 of 4	

What you need to do immediately

Pay immediately

- Send us the amount due of $3,104.71, or we will seize ("levy") your property or rights to property on or after December 20, 2012.
- If you can't pay the amount due, pay as much as you can now and make payment arrangements that allow you to pay off the rest over time. Visit www.irs.gov and search for keyword: "tax payment options" for more information about:
  - Installment and payment agreements—download required forms or save time and money by applying online if you qualify
  - Automatic deductions from your bank account
  - Payroll deductions
  - Credit card payments

  Or, call us at 1-800-829-0115 to discuss your options.

If you think there's been a mistake

If you've already paid your balance in full or think we haven't credited a payment to your account, please call 1-800-829-0115, and have your payment information available to review with us. You can also contact us by mail. Fill out the Contact information section, detach, and send it to us with any correspondence or documentation including proof of payment.

If we don't hear from you

- If you don't pay the amount due, we may seize ("levy") any state tax refund to which you're entitled on or after December 20, 2012. We may also seize ("levy") to collect employment taxes if in the past you've requested a hearing with Appeals disputing the levy of certain employment taxes. This is your notice of intent to levy as required by Internal Revenue Code section 6331(d).

IRS

SHIRLEY BERNSTEIN ESTATE
TED BERNSTEIN EX
7020 LIONS HEAD LN
BOCA RATON FL 33496-5931205

Notice	CP504B
Notice date	December 10, 2012
Employer ID number	30-6283128

Contact information

If your address has changed, please call 1-800-829-0115 or visit www.irs.gov.

☐ Please check here if you've included any correspondence. Write your Employer ID number (30-6283128), the tax year (2011), and the form number (1041) on any correspondence.

Primary phone	Best time to call	Secondary phone	Best time to call
	☐ a.m. ☐ p.m.		☐ a.m. ☐ p.m.

INTERNAL REVENUE SERVICE
PHILADELPHIA, PA 19255-0525

The table below shows how we figured your penalty. We multiplied the number of months times the monthly rate (1/2 percent) times the principal (not to exceed 25%).

Date	No. Months	Rate/Month	Principal	Penalty
11/15/2012	07	0.50%	12,741.00	445.93
		Total Penalty:		445.93

Removal of Penalties

The law lets us remove or reduce penalties if you have reasonable cause or receive erroneous written advice from IRS.

006253

Reasonable Cause

If you believe you have an acceptable reason why IRS should remove or reduce your penalties, send us a signed explanation. After we review your explanation, we will notify you of our decision. In some cases, we may ask you to pay the tax in full before we reduce or remove the penalty for paying late.

Erroneous Advice from IRS

We will remove your penalty if all the following apply:

1. You asked IRS for advice on a specific issue,
2. You gave IRS complete and accurate information,
3. You received advice from IRS,
4. You relied on the advice IRS gave you, and
5. You were penalized based on the advice IRS gave you.

To request removal of the penalty because of erroneous advice from IRS, you should do the following: (1) complete Form 843, *Claim for Refund and Request for Abatement;* and (2) send it to the IRS Service Center where you filed your return.

Interest: $263.17

09 Interest

We charged interest because you did not pay your tax on time. Generally, we calculate interest from the due date of your return (regardless of extensions) until you pay your tax in full. The interest rate is variable and may change quarterly. We charge interest on all penalties except estimated tax penalties.

(Internal Revenue Code section 6601)

The table below shows how we figured your interest. We multiplied the factor times the principal.

From Date	To Date	Days	Rate	Factor	Principal	Interest
04/15/2012	06/30/2012	76	3.0%	0.006248695	15607.72	97.53
06/30/2012	11/05/2012	128	3.0%	0.010546601	15705.25	165.64
				Total Interest:		263.17

Corporate Interest - We charge additional interest of 2% if, according to our records, you didn't make your corporate tax payment within 30 days after the IRS notified you of the underpayment of tax. This interest begins on the 31st day after we notify you of the underpayment on tax amounts you owe over $100,000, minus your timely payments and credits.

19 Interest - Additional Interest Charges

If the amount you owe is $100,000 or more, please make sure that we receive your payment within 10 work days from the date of your notice. If the amount you owe is less than $100,000, please make sure that we receive your payment within 21 calendar days from the date of your notice. If we don't receive full payment within these time frames, the law requires us to charge interest until you pay the full amount you owe.

006253

CUT HERE

Return this voucher with your payment or correspondence.

Your Telephone Number: ( )_____-_____

Best Time to Call: _____AM_____PM

Amount you owe: $16,316.82

- You will avoid additional penalties and/or interest if we receive your full payment by **November 26, 2012**

☐ **Amount enclosed: $_____**

- Make payable to United States Treasury
- Write Taxpayer Identification Number, tax period and tax form number on payment

☐ **Correspondence enclosed**

SB 201243 01070919 93236-284-07117-2

161 Internal Revenue Service
Ogden UT 84201-0039

SHIRLEY BERNSTEIN ESTATE
SIMON L BERNSTEIN PER REP
7020 LIONS HEAD LN
BOCA RATON FL 33496-5931

306283128 WV BERN 05 2 201112 670 00001631682

IRS Department of the Treasury
Internal Revenue Service

OGDEN UT 84201-0038

BERNSTEIN HOLDINGS LLC
SIMON BERNSTEIN MBR
950 PENINSULA CORPORATE CIR STE3010
BOCA RATON FL 33487-1387

CUT OUT AND RETURN THE VOUCHER AT THE BOTTOM OF THIS PAGE IF YOU ARE MAKING A PAYMENT, EVEN IF YOU ALSO HAVE AN INQUIRY.

00654

The IRS address must appear in the window. Use for payments

0433945799

BODCD-SB

Letter Number: LTR1382C
Letter Date : 2013-02-13
Tax Period : 201112

320234597

BERNSTEIN HOLDINGS LLC
SIMON BERNSTEIN MBR
950 PENINSULA CORPORATE CIR STE3010
BOCA RATON FL 33487-1387

INTERNAL REVENUE SERVICE

OGDEN UT 84201-0038

320234597 IN BERN 06 2 201112 670 00000000000

IRS Department of the Treasury
Internal Revenue Service

OGDEN UT 84201-0038

In reply refer to: 0433945799
Feb. 13, 2013 LTR 1382C 1
32-0234597 201112 06
00021552
BODC: SB

BERNSTEIN HOLDINGS LLC
SIMON BERNSTEIN MBR
950 PENINSULA CORPORATE CIR STE3010
BOCA RATON FL 33487-1387

Taxpayer Identification Number: 32-0234597
Tax Period(s): Dec. 31, 2011

Form: 1065

Dear Taxpayer:

This is in response to the inquiry of Dec. 18, 2012, from your accountant. We have no record that you authorized them to act for you in this matter. Please notify them that we have replied directly to you. If you wish to authorize a third party to represent you, please complete Form 2848, Power of Attorney and Declaration of Representative. If you wish an appointee to inspect and/or receive confidential tax information, please complete Form 8821, Tax Information Authorization. For more information about these forms, visit our website at www.irs.gov or call the telephone number listed at the end of this letter.

To qualify for Rev. Proc. 84-35 we need a signed statement that all of the following conditions have been met: 1) the partnership must consist of 10 or fewer partners, 2) each partner is either an individual (excluding nonresident aliens), or the estate of a deceased partner,

3) each partner's items of income, deductions, and credits are allocated in the same proportion as all other items of income, deductions, and credits, 4) The partnership has not elected to be subject to the consolidated audit procedures under IRC 6221 through IRC 6233, and 5) each partner reported their share of partnership income on their timely filed income tax return.

The original correspondence is enclosed. Please attach it to your response.

The current balance due for your Form 1065 account for the tax period Dec. 31, 2011, is $1,966.24, which includes penalty and interest figured to Mar. 07, 2013. We will continue to charge penalties and interest until the balance due is paid in full. We've provided a general explanation of the possible penalties and/or interest included in the current balance due on your account. If you would like a specific explanation of how the amounts were computed on your account, please contact us at the toll-free number shown

0433945799
Feb. 13, 2013 LTR 1382C 1
32-0234597 201112 06
00021553

BERNSTEIN HOLDINGS LLC
SIMON BERNSTEIN MBR
950 PENINSULA CORPORATE CIR STE3010
BOCA RATON FL 33487-1387

in this letter and we will send you a detailed computation.

** Filing and/or Paying Late -- IRC Section 6651 **

We charge a 5% penalty for filing late and 1/2% penalty for paying late, when a return is filed late and the tax is not paid by the date it was due. When both penalties apply for the same month, the penalty for filing late is reduced by the amount of the penalty for paying late for that month.

The penalties are charged for each month or part of a month the return or payment is late; however, neither penalty can be more than 25% in total.

Income tax returns are subject to a minimum penalty if filed late and received more than 60 days after the due date. The minimum penalty is $135 ($100 for returns due before 1/1/2009) or 100% of the tax paid late, whichever is less.

The penalty for paying late applies when tax is paid late, even if the return was filed on time. The due date for payment of tax shown on a return generally is the return due date without regard to extensions. Increases in tax must be paid within 21 days of notice and demand for payment (10 business days if the amount in the notice is $100,000 or more).

If we issue a Notice of Intent to Levy and the balance due isn't paid within 10 days from the date of the notice, the penalty for paying late increases to 1% per month.

For individuals who filed on time, the penalty decreases to 1/4% per month while an approved installment agreement with the IRS is in affect for payment of that tax.

** Interest -- IRC Section 6601 **

We charge interest when tax is not paid on time. We figure interest from the due date of the return (regardless of extensions) to the date we receive full payment or the date of the notice.

If you need forms, schedules or publications to respond to this letter, you can obtain them by visiting the IRS website at www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

Please provide the information requested within 30 days from the date

0433945799
Feb. 13, 2013 LTR 1382C 1
32-0234597 201112 06
00021554

BERNSTEIN HOLDINGS LLC
SIMON BERNSTEIN MBR
950 PENINSULA CORPORATE CIR STE3010
BOCA RATON FL 33487-1387

of this letter. If we do not hear from you, your account may reflect incomplete or incorrect information. We have enclosed an envelope for your convenience.

If you have any questions, please call us toll free at 1-800-829-0115.

If you prefer, you may write to us at the address shown at the top of the first page of this letter.

Whenever you write, please include this letter and, in the spaces below, give us your telephone number with the hours we can reach you. Keep a copy of this letter for your records.

Telephone Number ( )_____ Hours_____

We apologize for any inconvenience we may have caused you, and thank you for your cooperation.

Sincerely yours,

Sharon Davies
Accounts Management I

Enclosures:
Copy of this letter
Envelope
Original correspondence

Department of the Treasury
Internal Revenue Service

Notice 1338 (ENG/SP)
(Rev. June 2005)

We're Listening to You!

You've told us that you don't need us to mail forms and publications to you because they are available from other sources and because it wastes tax dollars.

Based on this feedback the Internal Revenue Service is not enclosing the forms and publications referenced in this letter. If you need forms, schedules or publications to respond to this letter, you may get them by:

- Visiting the IRS Website at www.irs.gov
- Calling 1-800-TAX-FORM (829-3676)

Para instrucciones en español diríjase al otro lado de esta hoja.

Catalog Number 39552H

TS001726

Department of the Treasury
Internal Revenue Service

Notice 1338 (ENG/SP)
(Rev. June 2005)

¡Le escuchamos!

Usted nos ha dicho que no necesita le enviemos formas y publicaciones ya que dichas formas y publicaciones están disponibles mediante otras fuentes y se desperdicia dólares del impuesto.

En base a su información, el Servicio de Impuestos Internos no está incluyendo las formas y publicaciones a las que hacemos referencia en esta carta. Si usted necesita formas, anexos o publicaciones para contestar esta carta, usted puede obtenerlas:

- Visitando el sitio Web del IRS en www.irs.gov
- Llamando al 1-800-TAX-FORM (829-3676)

Please see reverse side for instructions in English.

Catalog Number 39552H

TS001727

CISJWCDGNZ

CBIZ

CBIZ Goldstein Lewin
1675 N. Military Trail, Fifth Floor
Boca Raton, FL 33486
Ph: 561.994.5050 ▪ F: 561.241.0071
www.cbizgl.com

December 18, 2012

Department of the Treasury
INTERNAL REVENUE SERVICE
Ogden, UT 84201-0039

RE: Bernstein Holdings LLC
Tax ID # 32-0234597
Tax Form: 1065, Tax Period 12/31/11

Dear Sir or Madam:

As the accountants for the above referenced taxpayer, we are in receipt of your notice (copy attached) dated November 26, 2012 assessing late filing penalties for Form 1065 for 2011.

Attached is a copy of the Death Certificate for Simon Bernstein who was the General Partner and Member for this entity. Based on the unexpected and untimely death of Mr. Bernstein, the return was delayed by the ensuing legal matters that occurred. Based on these facts, we are requesting an abatement of the penalties being assessed under Rev Proc 84-35 for reasonable cause.

Thank you for your prompt attention to this request. Should you require any additional information, please do not hesitate to contact our office.

Sincerely,

CBIZ Goldstein Lewin

Gerald R. Lewin, CPA
For the Firm

Encl.
Cc: Robert Spallina Esq.

04C 018

STATE OF FLORIDA

THIS DOCUMENT HAS A LIGHT BACKGROUND ON TRUE WATERMARKED PAPER. HOLD TO LIGHT TO VERIFY FLORIDA WATERMARK.

OFFICE of VITAL STATISTICS

Copy

CERTIFICATION OF DEATH

STATE FILE NUMBER: 2012256765

DATE ISSUED: September 18, 2012

STATE FILE DATE: September 17, 2012

DECEDENT INFORMATION

NAME: SIMON LEON BERNSTEIN

DATE OF DEATH: September 13, 2012 SEX: MALE AGE: 076 YEARS

DATE OF BIRTH: December 2, 1935 SSN: 371-32-5211

BIRTHPLACE: FLINT, MICHIGAN

PLACE WHERE DEATH OCCURRED: INPATIENT

FACILITY NAME OR STREET ADDRESS: DELRAY MEDICAL CENTER

LOCATION OF DEATH: DELRAY BEACH, PALM BEACH COUNTY

SURVIVING SPOUSE, DECEDENT'S RESIDENCE AND HISTORY INFORMATION

MARITAL STATUS: WIDOWED

SPOUSE: NONE

RESIDENCE: 7020 LIONS HEAD LANE, BOCA RATON, FLORIDA 33496

COUNTY: PALM BEACH

OCCUPATION, INDUSTRY: SALES, LIFE INSURANCE

RACE: X White ___Black or African American ___Asian Indian ___Chinese ___Filipino ___Native Hawaiian

___American Indian or Alaskan Native--Tribe: ___Japanese ___Korean ___Vietnamese

___Guamian or Chamorro ___Samoan ___Other Pacific Isl:

___Other Asian: ___Other: ___Unknown

HISPANIC OR HAITIAN ORIGIN? NO, NOT OF HISPANIC/HAITIAN ORIGIN

EDUCATION: HIGH SCHOOL GRADUATE OR GED EVER IN U.S. ARMED FORCES?NO

PARENTS AND INFORMANT INFORMATION

FATHER: THEODORE BERNSTEIN

MOTHER: NORA UNKNOWN

INFORMANT: TED STUART BERNSTEIN

RELATIONSHIP TO DECEDENT: SON

INFORMANT'S ADDRESS: 880 Berkley Street, BOCA RATON, FLORIDA 33487

PLACE OF DISPOSITION AND FUNERAL FACILITY INFORMATION

PLACE OF DISPOSITION: THE GARDENS MEMORIAL PARK
BOCA RATON, FLORIDA

METHOD OF DISPOSITION: ENTOMBMENT

FUNERAL DIRECTOR/LICENSE NUMBER: GARRETT JACOBS, F019844

FUNERAL FACILITY: BOCA RATON FUNERAL HOME F040152
19785 HAMPTON DRIVE, BOCA RATON, FLORIDA 33434

CERTIFIER INFORMATION

TYPE OF CERTIFIER: MEDICAL EXAMINER MEDICAL EXAMINER CASE NUMBER: 121600913

TIME OF DEATH (24 hr): 0227

CERTIFIER'S NAME: MICHAEL D BELL

CERTIFIER'S LICENSE NUMBER: ME54359

NAME OF ATTENDING PHYSICIAN (If other than Certifier): NOT ENTERED

THE ABOVE SIGNATURE CERTIFIES THAT THIS IS A TRUE AND CORRECT COPY OF THE OFFICIAL RECORD ON FILE IN THIS OFFICE.

State Registrar

REQ: 2013124648

WARNING: THIS DOCUMENT IS PRINTED OR PHOTOCOPIED ON SECURITY PAPER WITH WATERMARKS OF THE GREAT SEAL OF THE STATE OF FLORIDA. DO NOT ACCEPT WITHOUT VERIFYING THE PRESENCE OF THE WATERMARKS. THE DOCUMENT FACE CONTAINS A MULTICOLORED BACKGROUND, GOLD EMBOSSED SEAL, AND THERMOCHROMIC FL. THE BACK CONTAINS SPECIAL LINES WITH TEXT.

* 2 8 3 6 6 0 6 1 *

DH FORM 1946 (04-10)

CERTIFICATION OF VITAL RECORD

FLORIDA DEPARTMENT OF HEALTH

04C 010

VOID IF ALTERED OR ERASED

VOID IF ALTERED OR ERASED

IRS Department of the Treasury
Internal Revenue Service

OGDEN UT 84201-0038

In reply refer to: 0433945799
Feb. 13, 2013 LTR 1382C 1
32-0234597 201112 06
00021552
BODC: SB

BERNSTEIN HOLDINGS LLC
SIMON BERNSTEIN MBR
950 PENINSULA CORPORATE CIR STE3010
BOCA RATON FL 33487-1387

Taxpayer Identification Number: 32-0234597
Tax Period(s): Dec. 31, 2011

Form: 1065

Dear Taxpayer:

This is in response to the inquiry of Dec. 18, 2012, from your accountant. We have no record that you authorized them to act for you in this matter. Please notify them that we have replied directly to you. If you wish to authorize a third party to represent you, please complete Form 2848, Power of Attorney and Declaration of Representative. If you wish an appointee to inspect and/or receive confidential tax information, please complete Form 8821, Tax Information Authorization. For more information about these forms, visit our website at www.irs.gov or call the telephone number listed at the end of this letter.

To qualify for Rev. Proc. 84-35 we need a signed statement that all of the following conditions have been met: 1) the partnership must consist of 10 or fewer partners, 2) each partner is either an individual (excluding nonresident aliens), or the estate of a deceased partner,

3) each partner's items of income, deductions, and credits are allocated in the same proportion as all other items of income, deductions, and credits, 4) The partnership has not elected to be subject to the consolidated audit procedures under IRC 6221 through IRC 6233, and 5) each partner reported their share of partnership income on their timely filed income tax return.

The original correspondence is enclosed. Please attach it to your response.

The current balance due for your Form 1065 account for the tax period Dec. 31, 2011, is $1,966.24, which includes penalty and interest figured to Mar. 07, 2013. We will continue to charge penalties and interest until the balance due is paid in full. We've provided a general explanation of the possible penalties and/or interest included in the current balance due on your account. If you would like a specific explanation of how the amounts were computed on your account, please contact us at the toll-free number shown

0433945799
Feb. 13, 2013 LTR 1382C 1
32-0234597 201112 06
00021553

BERNSTEIN HOLDINGS LLC
SIMON BERNSTEIN MBR
950 PENINSULA CORPORATE CIR STE3010
BOCA RATON FL 33487-1387

in this letter and we will send you a detailed computation.

** Filing and/or Paying Late -- IRC Section 6651 **

We charge a 5% penalty for filing late and 1/2% penalty for paying late, when a return is filed late and the tax is not paid by the date it was due. When both penalties apply for the same month, the penalty for filing late is reduced by the amount of the penalty for paying late for that month.

The penalties are charged for each month or part of a month the return or payment is late; however, neither penalty can be more than 25% in total.

Income tax returns are subject to a minimum penalty if filed late and received more than 60 days after the due date. The minimum penalty is $135 ($100 for returns due before 1/1/2009) or 100% of the tax paid late, whichever is less.

The penalty for paying late applies when tax is paid late, even if the return was filed on time. The due date for payment of tax shown on a return generally is the return due date without regard to extensions. Increases in tax must be paid within 21 days of notice and demand for payment (10 business days if the amount in the notice is $100,000 or more).

If we issue a Notice of Intent to Levy and the balance due isn't paid within 10 days from the date of the notice, the penalty for paying late increases to 1% per month.

For individuals who filed on time, the penalty decreases to 1/4% per month while an approved installment agreement with the IRS is in affect for payment of that tax.

** Interest -- IRC Section 6601 **

We charge interest when tax is not paid on time. We figure interest from the due date of the return (regardless of extensions) to the date we receive full payment or the date of the notice.

If you need forms, schedules or publications to respond to this letter, you can obtain them by visiting the IRS website at www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

Please provide the information requested within 30 days from the date

0433945799
Feb. 13, 2013 LTR 1382C 1
32-0234597 201112 06
00021554

BERNSTEIN HOLDINGS LLC
SIMON BERNSTEIN MBR
950 PENINSULA CORPORATE CIR STE3010
BOCA RATON FL 33487-1387

of this letter. If we do not hear from you, your account may reflect incomplete or incorrect information. We have enclosed an envelope for your convenience.

If you have any questions, please call us toll free at 1-800-829-0115.

If you prefer, you may write to us at the address shown at the top of the first page of this letter.

Whenever you write, please include this letter and, in the spaces below, give us your telephone number with the hours we can reach you. Keep a copy of this letter for your records.

Telephone Number ( )_____ Hours_____

We apologize for any inconvenience we may have caused you, and thank you for your cooperation.

Sincerely yours,

Sharon Davies
Accounts Management I

Enclosures:
Copy of this letter
Envelope
Original correspondence

IRS Department of the Treasury
Internal Revenue Service

OGDEN UT 84201-0038

BERNSTEIN FAMILY INVESTMENTS LLLP
% BERNSTEIN HOLDINGS LLC GEN PTR
950 PENINSULA CORP CIR STE 3010
BOCA RATON FL 33487

CUT OUT AND RETURN THE VOUCHER AT THE BOTTOM OF THIS PAGE IF YOU ARE MAKING A PAYMENT, EVEN IF YOU ALSO HAVE AN INQUIRY.

00654 95900

The IRS address must appear in the window.

0433945799

BODCD-SB

Use for payments

Letter Number: LTR1382C
Letter Date : 2013-02-13
Tax Period : 201112

262124343

BERNSTEIN FAMILY INVESTMENTS LLLP
% BERNSTEIN HOLDINGS LLC GEN PTR
950 PENINSULA CORP CIR STE 3010
BOCA RATON FL 33487

INTERNAL REVENUE SERVICE

OGDEN UT 84201-0038

262124343 IN BERN 06 2 201112 670 00000000000

IRS Department of the Treasury
Internal Revenue Service

OGDEN UT 84201-0038

In reply refer to: 0433945799
Feb. 13, 2013 LTR 1382C 1
26-2124343 201112 06
00021546
BODC: SB

BERNSTEIN FAMILY INVESTMENTS LLLP
% BERNSTEIN HOLDINGS LLC GEN PTR
950 PENINSULA CORP CIR STE 3010
BOCA RATON FL 33487

Taxpayer Identification Number: 26-2124343
Tax Period(s): Dec. 31, 2011

Form: 1065

Dear Taxpayer:

This is in response to the inquiry of Dec. 18, 2012, from your accountant. We have no record that you authorized them to act for you in this matter. Please notify them that we have replied directly to you. If you wish to authorize a third party to represent you, please complete Form 2848, Power of Attorney and Declaration of Representative. If you wish an appointee to inspect and/or receive confidential tax information, please complete Form 8821, Tax Information Authorization. For more information about these forms, visit our website at www.irs.gov or call the telephone number listed at the end of this letter.

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0433945799
Feb. 13, 2013 LTR 1382C 1
26-2124343 201112 06
00021547

BERNSTEIN FAMILY INVESTMENTS LLLP
% BERNSTEIN HOLDINGS LLC GEN PTR
950 PENINSULA CORP CIR STE 3010
BOCA RATON FL 33487

in this letter and we will send you a detailed computation.

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If you need forms, schedules or publications to respond to this letter, you can obtain them by visiting the IRS website at www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

Please provide the information requested within 30 days from the date

0433945799
Feb. 13, 2013 LTR 1382C 1
26-2124343 201112 06
00021548

BERNSTEIN FAMILY INVESTMENTS LLLP
% BERNSTEIN HOLDINGS LLC GEN PTR
950 PENINSULA CORP CIR STE 3010
BOCA RATON FL 33487

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If you prefer, you may write to us at the address shown at the top of the first page of this letter.

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Telephone Number ( )_____ Hours_____

We apologize for any inconvenience we may have caused you, and thank you for your cooperation.

Sincerely yours,

Sharon Davies
Accounts Management I

Enclosures:
Copy of this letter
Envelope
Original correspondence

Department of the Treasury
Internal Revenue Service

Notice 1338 (ENG/SP)
(Rev. June 2005)

We're Listening to You!

You've told us that you don't need us to mail forms and publications to you because they are available from other sources and because it wastes tax dollars.

Based on this feedback the Internal Revenue Service is not enclosing the forms and publications referenced in this letter. If you need forms, schedules or publications to respond to this letter, you may get them by:

- Visiting the IRS Website at www.irs.gov
- Calling 1-800-TAX-FORM (829-3676)

Para instrucciones en español diríjase al otro lado de esta hoja.

Catalog Number 39552H

Department of the Treasury
Internal Revenue Service

Notice 1338 (ENG/SP)
(Rev. June 2005)

¡Le escuchamos!

Usted nos ha dicho que no necesita le enviemos formas y publicaciones ya que dichas formas y publicaciones están disponibles mediante otras fuentes y se desperdicia dólares del impuesto.

En base a su información, el Servicio de Impuestos Internos no está incluyendo las formas y publicaciones a las que hacemos referencia en esta carta. Si usted necesita formas, anexos o publicaciones para contestar esta carta, usted puede obtenerlas:

- Visitando el sitio Web del IRS en www.irs.gov
- Llamando al 1-800-TAX-FORM (829-3676)

Please see reverse side for instructions in English.

Catalog Number 39552H

CISSVX4HV2

CBIZ

CBIZ Goldstein Lewin
1675 N. Military Trail, Fifth Floor
Boca Raton, FL 33486
Ph: 561.994.5050 • F: 561.241.0071
www.cbizgl.com

December 18, 2012

Department of the Treasury
INTERNAL REVENUE SERVICE
Ogden, UT 84201-0039

RE: Bernstein Family Investments LLLP
Tax ID # 26-2124343
Tax Form: 1065, Tax Period 12/31/11

Dear Sir or Madam:

As the accountants for the above referenced taxpayer, we are in receipt of your notice (copy attached) dated November 26, 2012 assessing late filing penalties for Form 1065 for 2011.

Attached is a copy of the Death Certificate for Simon Bernstein who was the General Partner for this entity. Based on the unexpected and untimely death of Mr. Bernstein, the return was delayed by the ensuing legal matters that occurred. Based on these facts, we are requesting an abatement of the penalties being assessed under Rev Proc 84-35 for reasonable cause.

Thank you for your prompt attention to this request. Should you require any additional information, please do not hesitate to contact our office.

Sincerely,

CBIZ Goldstein Lewin

Gerald R. Lewin, CPA
For the Firm

Encl.
Cc: Robert Spallina Esq.

04C.021

STATE OF FLORIDA

THIS DOCUMENT HAS A LIGHT BACKGROUND ON TRUE WATERMARKED PAPER. HOLD TO LIGHT TO VERIFY FLORIDA WATERMARK.

OFFICE of VITAL STATISTICS

Copy

CERTIFICATION OF DEATH

STATE FILE NUMBER: 2012256765 **DATE ISSUED:** September 18, 2012

STATE FILE DATE: September 17, 2012

DECEDENT INFORMATION

NAME: SIMON LEON BERNSTEIN

DATE OF DEATH: September 13, 2012 SEX: MALE AGE: 076 YEARS

DATE OF BIRTH: December 2, 1935 SSN: 371-32-5211

BIRTHPLACE: FLINT, MICHIGAN

PLACE WHERE DEATH OCCURRED: INPATIENT

FACILITY NAME OR STREET ADDRESS: DELRAY MEDICAL CENTER

LOCATION OF DEATH: DELRAY BEACH, PALM BEACH COUNTY

SURVIVING SPOUSE, DECEDENT'S RESIDENCE AND HISTORY INFORMATION

MARITAL STATUS: WIDOWED

SPOUSE: NONE

RESIDENCE: 7020 LIONS HEAD LANE, BOCA RATON, FLORIDA 33496

COUNTY: PALM BEACH

OCCUPATION, INDUSTRY: SALES, LIFE INSURANCE

RACE: X White ___Black or African American ___Asian Indian ___Chinese ___Filipino ___Native Hawaiian

___American Indian or Alaskan Native–Tribe: ___Japanese ___Korean ___Vietnamese

___Guamian or Chamorro ___Samoan ___Other Pacific Isl:

___Other Asian: ___Other: ___Unknown

HISPANIC OR HAITIAN ORIGIN? NO, NOT OF HISPANIC/HAITIAN ORIGIN

EDUCATION: HIGH SCHOOL GRADUATE OR GED EVER IN U.S. ARMED FORCES? NO

PARENTS AND INFORMANT INFORMATION

FATHER: THEODORE BERNSTEIN

MOTHER: NORA UNKNOWN

INFORMANT: TED STUART BERNSTEIN

RELATIONSHIP TO DECEDENT: SON

INFORMANT'S ADDRESS: 880 Berkley Street, BOCA RATON, FLORIDA 33487

PLACE OF DISPOSITION AND FUNERAL FACILITY INFORMATION

PLACE OF DISPOSITION: THE GARDENS MEMORIAL PARK
BOCA RATON, FLORIDA

METHOD OF DISPOSITION: ENTOMBMENT

FUNERAL DIRECTOR/LICENSE NUMBER: GARRETT JACOBS, F019844

FUNERAL FACILITY: BOCA RATON FUNERAL HOME F040152
19785 HAMPTON DRIVE, BOCA RATON, FLORIDA 33434

CERTIFIER INFORMATION

TYPE OF CERTIFIER: MEDICAL EXAMINER MEDICAL EXAMINER CASE NUMBER: 121500913

TIME OF DEATH (24 hr): 0227

CERTIFIER'S NAME: MICHAEL D BELL

CERTIFIER'S LICENSE NUMBER: ME54359

NAME OF ATTENDING PHYSICIAN (If other than Certifier): NOT ENTERED

THE ABOVE SIGNATURE CERTIFIES THAT THIS IS A TRUE AND CORRECT COPY OF THE OFFICIAL RECORD ON FILE IN THIS OFFICE.

State Registrar

REQ: 2013124648

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28366061

DH FORM 1946 (04-10)

CERTIFICATION OF VITAL RECORD

FLORIDA DEPARTMENT OF HEALTH

04C 021

VOID IF ALTERED OR ERASED

VOID IF ALTERED OR ERASED

IRS Department of the Treasury
Internal Revenue Service

OGDEN UT 84201-0038

In reply refer to: 0433945799
Feb. 13, 2013 LTR 1382C 1
26-2124343 201112 06
00021546
BODC: SB

BERNSTEIN FAMILY INVESTMENTS LLLP
% BERNSTEIN HOLDINGS LLC GEN PTR
950 PENINSULA CORP CIR STE 3010
BOCA RATON FL 33487

Taxpayer Identification Number: 26-2124343
Tax Period(s): Dec. 31, 2011

Form: 1065

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0433945799
Feb. 13, 2013 LTR 1382C 1
26-2124343 201112 06
00021547

BERNSTEIN FAMILY INVESTMENTS LLLP
% BERNSTEIN HOLDINGS LLC GEN PTR
950 PENINSULA CORP CIR STE 3010
BOCA RATON FL 33487

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Please provide the information requested within 30 days from the date

0433945799
Feb. 13, 2013 LTR 1382C 1
26-2124343 201112 06
00021548

BERNSTEIN FAMILY INVESTMENTS LLLP
% BERNSTEIN HOLDINGS LLC GEN PTR
950 PENINSULA CORP CIR STE 3010
BOCA RATON FL 33487

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If you prefer, you may write to us at the address shown at the top of the first page of this letter.

Whenever you write, please include this letter and, in the spaces below, give us your telephone number with the hours we can reach you. Keep a copy of this letter for your records.

Telephone Number ( )_____ Hours_____

We apologize for any inconvenience we may have caused you, and thank you for your cooperation.

Sincerely yours,

Sharon Davies
Accounts Management I

Enclosures:
Copy of this letter
Envelope
Original correspondence

WELLS FARGO BANK
Consumer Credit Group
MAC: X2303-023
1 HOME CAMPUS
DES MOINES, IA
50328-0001

Wells Fargo Bank

Fax

To:	Robert Spallina	**From:**	Joshua Paladin
		Pages:	3 total
Fax:	561.997.7308	**Date:**	1/10/2014
Phone:	561.997.7008	**Phone:**	866-401-7737
Re:	Berstein Estate 2012 1098	**Fax:**	866-249-5074

☑ **Urgent** ☑ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

This facsimile transmission may contain confidential and/or privileged information. If you are not the addressee or authorized to receive this for the addressee, you must not use, copy, disclose, or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately. Thank you for your cooperation.

...S A YEAR 2012 TAX STATEMENT FOR A 1099 INFORMATION RETURN, 1098 MORTGAGE INTEREST STATEMENT OR 1098-E STUDENT LOAN STATEMENT - READ CAREFULLY

TAX YEAR 2012

WELLS FARGO BANK, N.A.
1-800-TO-WELLS (800-869-3557)
P.O. BOX 3908 114
PORTLAND, OR 97208 E. I. N. 94-1347393

FOR TAX YEAR
2012

DS

SHIRLEY BERNSTEIN
SIMON L. BERNSTEIN
7020 LIONS HEAD LN
BOCA RATON FL 33496-5931

TAXPAYER ID NUMBER
347-30-9749

2012 - 1098, MORTGAGE INTEREST STATEMENT

ACCOUNT NUMBER

LINE OF CREDIT 2400 000006503847519

BOX 1	MORTGAGE INTEREST*	15,495.68
TOTAL INTEREST/POINTS PAID		15,495.68

1099-INT 1099-DIV 1099-OID 1099-MISC 1099-B

This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.

1099-A 1099-C

This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if taxable income results from this transaction and the IRS determines it has not been reported.

1098-E

This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if the IRS determines that an underpayment of tax results because you overstated a deduction for student loan interest.

1098-T

This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

*Form 1099-OID: This may not be the correct figure to report on your income tax return. See instructions on back.

1099-INT. Interest Income, OMB No. 1545-0112
1099-DIV. Dividends and Distributions, OMB No. 1545-0110
1099-OID. Original Issue Discount, OMB No. 1545-0117
1099-MISC. Miscellaneous Income, OMB No. 1545-0115
1099-A. Acquisition or Abandonment of Secured Property, OMB 1545-0877
1099-B. Proceeds from Broker and Barter Exchange Transactions, OMB 1545-0715
1099-C. Cancellation of Debt, OMB No. 1545-1424
1098-E. Student Loan Interest Statement, OMB No. 1545-1576
1099-S. Proceeds from Real Estate Transactions, OMB No. 1545-0997
1098. Mortgage Interest Statement, OMB No. 1545-0901

1098 - MORTGAGE

*Caution: The amount shown may not be fully deductible by you. Limits based on the loan amount and the cost and value of the secured property may apply. Also, you may only deduct interest to the extent it was incurred by you, actually paid by you, and not reimbursed by another person.

The information next to boxes 1, 2, 3, and 4 is important tax information a is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if the IRS determines that an underpayment of tax results because you overstated a deduction for this mortgage interest or for these points or because you did not report this refund of interest on your return.

PLEASE SEE REVERSE SIDE FOR INSTRUCTIONS

Instructions for Recipient / Payee Not Identity

This [illegible] statement (Copy B) has been prepared for you by your financial institution. This form contains language substantially similar to the following official Internal Revenue Service forms: 1099-INT (OMB No. 1545-0112); 1099-OID (OMB NO. 1545-0110); 1099-DIV (OMB NO. 1545-0110); 1099-B (OMB NO. 1545-0715); 1099-S (OMB NO. 1545-0997); 1099-A (OMB NO. 1545-0877); 1099-C (OMB NO. 1545-1424); 1099-MISC (OMB NO. 1545-0115); 1099-R (OMB NO. 1545-0997); 1098 MORTGAGE INTEREST STATEMENT (OMB NO. 1545-0901); AND 1099-S (OMB NO. 1545-0997).

Important - The following information applies to forms: 1099-INT, 1099-DIV, AND 1099-OID. If one or more of these forms includes amounts belonging to another person, you are considered a nominee recipient. Complete a Form 1099 for each of the other persons showing income or amounts belonging to each. File Copy A of the form with the IRS. Furnish Copy B to each owner, as each form 1099 is your return as the "payer" and the other persons as the "recipient". File Form(s) 1099-INT, 1099-DIV and 1099-OID with Form 1096, Annual Summary and Transmittal of U.S. Information Returns, with the Internal Revenue Service Center for your area. On Form 1096 list yourself as the "filer" if a business or valid if not required to file a nominee return to show amounts owned by the other. See the 2012 General Instructions for Forms 1099, 1098, and 5498. - For Form 1099-OID, if you bought or sold an obligation during the year and you are not required to issue or file Form 1099-OID showing the OID or other interest withheld to the correct owner of the obligation.

1099-INT OMB No. 1545-0112 (Copy B) Interest Income

Instructions for Recipient

Account Number. May show an account or other unique number the payer assigned to distinguish your account.

Box 1. Shows taxable interest paid to you during the calendar year by the payer. This does not include interest shown in box 3. May also show the total amounts of the credits from clean renewable energy bonds, qualified clean energy bonds, qualified forestry conservation bonds, new clean renewable energy bonds, qualified energy conservation bonds, and build America bonds that must be included in your taxable income. These amounts were treated as paid to you during 2012 on the credit allowance dates (March 15, June 15, September 15, and December 15). For more information, see Form 8912. Credit to Holders of Tax Credit Bonds.

Box 2. Shows interest or principal forfeited because of early withdrawal of time savings. You may deduct this amount to figure your adjusted gross income on your income tax return. See the instructions for Form 1040 to see where to take the deduction.

Box 3. Shows interest on U.S. Savings Bonds, Treasury bills, Treasury bonds, and Treasury notes. This may or may not be all taxable. See Pub. 550. This interest is exempt from state and local income taxes. This interest is not included in box 1.

Box 4. Shows backup withholding. Generally, a payer must backup withhold if you did not furnish your taxpayer identification number (TIN) or if you did not furnish the correct TIN to the payer. See Form W-9, Request for Taxpayer Identification Number and Certification, or Pub. 505, Tax Withholding and Estimated Tax.

Box 5. Shows investment expenses of a nonpublicly offered regulated investment company, generally a nonpublicly offered mutual fund. If you file Form 1040, you may deduct these expenses on line "Other expenses" line on Schedule A (Form 1040) subject to the 2% limit. This amount is included in box 1.

Box 6. Shows foreign tax that you may be able to claim as a deduction or credit on your Form 1040. See the instructions for Form 1040.

Box 7. Shows the foreign country or U.S. possession to which the foreign tax was paid.

Box 8. Shows tax-exempt interest paid to you during the calendar year by the payer. Report this amount on line 8b of Form 1040 or Form 1040A. This amount may be subject to backup withholding. See box 4.

Box 9. Shows tax-exempt interest subject to the alternative minimum tax. This amount is included in box 10. Banks, financial institutions, and certain other persons should see Regulations section 1.6049-5(c) for reporting requirements.

Box 10. Shows specified private activity bond interest that is subject to the alternative minimum tax. This amount is included in box 9.

Boxes 11-13. State tax withheld reporting boxes.

1099-DIV OMB No. 1545-0110 (Copy B) Dividends and Distributions

Instructions for Recipient

Account Number. May show an account or other unique number the payer assigned to distinguish your account.

Box 1a. Shows total ordinary dividends that are taxable. Include this amount on line 9a of Form 1040 or 1040A. Also, report it on Schedule B (Form 1040 or 1040A), if required.

The amount shown may be dividends a corporation paid directly to you as a participant or beneficiary of a participant in an employee stock ownership plan (ESOP). Report this dividend on your Form 940/1040A with a code in the plan participation, not as investment income, for any other purpose.

Box 1b. Shows the portion of the amount in box 1a that may be eligible for the 15% or zero capital gains rates. See the Form 1040/1040A instructions for how to determine this amount. Report the eligible amount on line 9b, Form 1040 or 1040A.

Box 2a. Shows total capital gain distributions from a regulated investment company or real estate investment trust. Report the amounts shown in box 2a on Schedule D (Form 1040), line 13. But, if no amount is shown in boxes 2b(1) and your only capital gains and losses are capital gain distributions, you may be able to report the amounts shown in box 2a on line 13 of Form 1040 (line 10 of Form 1040A) rather than Schedule D. See the Form 1040/1040A instructions.

Box 2b. Shows the portion of the amount in box 2a that is unrecaptured section 1250 gain from certain depreciable real property. Report this amount on the Unrecaptured Section 1250 Gain Worksheet in the 28 on the Schedule D instructions (Form 1040).

Box 2c. Shows the portion of the amount in box 2a that is section 1202 gain from qualified small business stock that may be subject to a 50% exclusion and certain empowerment zone business stock that may be subject to a 60% exclusion. See the Schedule D (Form 1040) instructions.

Box 2d. Shows 28% rate gain from sales or exchanges of collectibles. If required, use this amount when completing the 28% Rate Gain Worksheet. Pub. 17, in the instructions for Schedule D (Form 1040).

Box 3. Shows the part of the distribution that is nontaxable because it is a return of your cost (or other basis). You must reduce your cost (or other basis) by this amount for figuring gain or loss when you sell your stock. Also if you get cars all your cost (or other basis), report future distributions as capital gains. See Pub. 550, Investment Income and Expenses.

Box 4. Shows backup withholding. A payer must backup withhold on certain payments if you did not give your taxpayer identification number to the payer. See Form W-9, Request for Taxpayer Identification Number and Certification, for information on backup withholding. Include this amount on your income tax return as tax withheld.

Box 5. Shows your share of expenses of a nonpublicly offered regulated investment company, generally a nonpublicly offered mutual fund. If you file Form 1040, you may deduct these expenses on the "Other expenses" line on Schedule A (Form 1040) subject to the 2% limit. This amount is included in box 1a.

Box 6. Shows the foreign tax that you may be able to claim as a deduction or credit on Form 1040. See the instructions for Form 1040.

Box 7. Shows the foreign country or U.S. possession to which the foreign tax was paid.

Boxes 8 and 9. Shows cash and noncash liquidation distributions.

Box 10. Shows tax-exempt interest dividends from a mutual fund or other regulated investment company paid to you during the calendar year. Include this amount on line 8b of Form 1040 or 1040A as tax-exempt interest. This amount may be subject to backup withholding. See box 4.

Box 11. Shows tax-exempt dividends subject to the alternative minimum tax. This amount is included in box 10. Banks, financial institutions, and certain other persons should see Regulations section 1.6049-5(c) for reporting requirements.

Boxes 12-14. Show state tax withheld reporting boxes.

1099-OID OMB No. 1545-0117 (Copy B) Original Issue Discount

Instructions for Recipient

Original issue discount (OID) is the excess of an obligation's stated redemption price at maturity over its issue price (acquisition price for a stripped bond or coupon). OID is treated as interest over the life of the obligation. If you are the holder of an OID obligation, generally you must include an amount of OID in your gross income each year even though the obligation. Obligations that may have OID includes bonds, debentures, notes, certificates, or other evidences of indebtedness having a term of more than 1 year. For example, the OID rules may apply to certificates of deposit (CDs), time deposits, bonus savings plans, and other deposit arrangements, especially if the payment of interest is deferred until maturity. In addition, the OID rules apply to Treasury inflation-protected securities. See Pub. 550, Investment Income and Expenses, for more information.

If, as the record holder, you receive Form 1099-OID showing amounts belonging to another person, you are considered a nominee recipient. Complete a Form 1099-OID for each of the other owners showing the amounts allocable to each. File Copy A of the form with the IRS. Furnish Copy B to each owner. Use yourself as the "payer" and the other owner as the "recipient." File Form(s) 1099-OID with Form 1096, Annual Summary and Transmittal of U.S. Information Returns, with the Internal Revenue Service Center for your area. On Form 1096, list yourself as the "filer." A nominee return is not required of a nominee return to show amounts owned by the other. If you bought or sold an obligation during the year and you are not a nominee, you are not required to issue or file Form 1099-OID showing the OID or other interest allocable to the seller/buyer of the obligation.

Account number. May show an account or other unique number the payer assigned to distinguish your account.

Box 1. Shows the OID on the obligation for the part of the year you owned it. Report the amount in box 1 as interest income on your income tax return. However, depending on the type of debt instrument, the issue or acquisition date, and other factors (for example, if you paid acquisition or bond premium, or the obligation is a stripped bond or coupon), you may have to figure the modified version of OID to report on your return. See Pub. 1212, Guide to Original Issue Discount (OID) Instruments, for details on how to figure the correct OID.

Box 2. Shows other interest on the obligation for the year, which is an amount reportable than the OID. If you held the obligation the entire year, report this amount as interest income on your tax return. If you disposed of the obligation or acquired it from another holder during the year, see Pub. 550 for reporting instructions. If there is an amount in box 1 and/or box 2 and/or box 3, the amount in box 2a is interest on a U.S. Treasury obligation and is exempt from your state and local income taxes.

Box 3. Shows interest or principal forfeited if you withdrew the money before the maturity date of the obligation, such as from a CD. You may deduct this amount to figure your adjusted gross income on your income tax return. See the instructions for Form 1040 to see where to take the deduction.

Box 4. Shows backup withholding. Generally, a payer must backup withhold if you did not furnish your payer your identification number (TIN) or your did not furnish the correct TIN to the payer. See Form W-9, Request for Taxpayer Identification Number and Certification, for information on backup withholding. Include this amount on your income tax return as tax withheld.

Box 5. Shows the identification (CUSIP) number or description of the obligation you include the stock exchange, issue, coupon rate, and year of maturity).

Box 6. Shows OID on a U.S. Treasury obligation for the part of the year you owned it. Report this amount in box 6 as interest income on your federal income tax return, and see Pub. 1212 to figure any appropriate adjustments to this amount. The OID is also taxable on state and local income taxes and is not included in box 1.

Box 7. Any amount shown in your share of investment expenses of a single-class REMIC. If you file Form 1040, you may deduct these expenses on the "other expenses" line of Schedule A (Form 1040) subject to the 2%limit. This amount is included in box 8.

Boxes 8-10. Show income on withheld reporting boxes.

1099-A OMB No. 1545-0877 (Copy B) Acquisition or Abandonment of Secured Property

Instructions for Borrower

Certain lenders who acquire an interest in property that was security for a loan or who have reason to know that such property has been abandoned must provide you with this statement. You may have taxable income or loss because of such acquisition or abandonment. Gain or loss income or amount which generally is measured by the difference between your adjusted basis in the property and the amount of your debt canceled in exchange for the property, or, if greater, the sale proceeds. If you abandoned the property, you may have income from the discharge of indebtedness in the amount of the unpaid balance of your canceled debt. The tax consequences of abandoning property depend on whether or not you were personally liable for the debt. Losses or actualizations or abandonments of property held for personal use are not deductible. See Pub. 4681 for information about your tax consequences.

Property means any real property (such as a personal residence), any intangible property, and tangible personal property that is held for investment or used in a trade or business.

If you borrowed money on the property with someone else, each of you should receive this statement.

Account Number. May show an account or other unique number the lender assigned to distinguish your account.

Box 1. For a lender's acquisition of property that was security for a loan, the date shown is generally the earlier of the date title was transferred to the lender or the date possession and the benefits and ownership were transferred to the lender. This may be the date of a foreclosure or expiration sale or the date your right of redemption or objection expired. For an abandonment, the date shown is the date on which the lender first knew or had reason to know that the property was abandoned or the date of a foreclosure, expiration, or a lender sale.

Box 2. Shows the debt (principal only) owed by the lender on the loan when the interest in the property was acquired by the lender or on the date the lender first knew or had reason to know that the property was abandoned.

Box 4. Shows the fair market value of the property. If the payment in box 2 is less than the amount in box 3, and your debt is canceled, you may have cancellation of debt income. If the property was your trade or business, see Pub. 544 to figure any taxable gain or ordinary income.

Box 5. Shows whether you were personally liable for repayment of the debt when the debt was created or, if modified, when it was last modified.

Box 6. Shows the description of the property acquired by the lender or abandoned by you. If "CCC" is shown, the form includes the amount of any Commodity Credit Corporation loan outstanding when you forfeited your commodity.

1098-E OMB No. 1545-0997 (Copy B) Proceeds From Real Estate Transactions

Instructions for Transferor

For sales or exchanges of certain real estate, the person responsible for closing a real estate transaction must report the real estate transaction to the Internal Revenue Service and must furnish this statement to you. To determine if you must report the sale or exchange of your main home on your tax return, see the instructions for Schedule D (Form 1040). If the real estate was not your main home, report the transaction on Form 4797, Form 6252, and/or Schedule D for the appropriate items. If box 4 is checked and you received or will receive like-kind property, you may file Form 8824.

Mortgage Assistance Payments. You may have a recapture (pay back) all or part of it. Recapture may occur if all the following apply.

- You received a loan provided from the proceeds of a qualified mortgage bond or you received a mortgage credit certificate.
- Your original mortgage loan was provided after 1984.
- You sold or disposed of your home at a gain during the first 9 years after you received the federal mortgage subsidy.
- Your income for the year you sold or disposed of your home was over a specified amount.

This will increase your tax. See Form 8828 and Pub. 523.

Account Number. May show an account or other unique number the filer assigned to distinguish your account.

Box 1. Shows the date of closing.

Box 2. Shows the gross proceeds from a real estate transaction, generally the sales price. Gross proceeds include cash and notes payable to you, notes assumed by the transferee (buyer), and any notes paid as a settlement. Box 2 does not include the value of other property or services you received or will receive. See Box 4.

Box 3. Shows the address or a legal description of the property transferred.

Box 4. If marked, shows that you received or will receive property (other than cash or notes) as part of the consideration for the property transferred. The value of any services or property (other than cash or notes) is not included in box 2.

Box 5. Shows portion of real estate tax or assessment charged to the buyer of settlement. If you paid allocable part the real estate tax for the period that includes the date of sale, subtract the amount in box 5 from the amount already paid to determine your deductible real estate tax. But if you have already deducted the real estate tax in a prior year, generally report the amount as income on the "Other income" line of Form 1040. For more information, see Pub 523, Pub. 530, and Pub. 936.

1099-MISC OMB NO. 1545-0115 (Copy B) Miscellaneous Income

Instructions for Recipient

Account Number. May show an account or other unique number the payer assigned to distinguish your account.

Amounts shown may be subject to self-employment (SE) tax. If your net income from self-employment is $400 or more, you must file a return and compute your SE tax on Schedule SE (Form 1040). See Pub. 334 for more information. If no income or social security and Medicare taxes were withheld and you are still receiving these payments, see Form 1040-ES.

Box 4. Shows backup withholding. A payer must backup withhold on certain payments if you did not give your taxpayer identification number to the payer. See Form W-9, Request for Taxpayer Identification Number and Certification, for information on backup withholding. Include this amount on your income tax return as tax withheld.

Box 5. Shows fishing boat proceeds.

Box 6. Shows medical and health care payments.

Box 7. Shows payments made to you in settlement of payment card and third party network transactions.

Box 8. Shows substitute payments in lieu of dividends or tax-exempt interest received by your broker on your behalf as the result of a loan of your securities. Report on the "Other income" line of Form 1040 (or Form 1040A).

Box 9. If checked, payer of more of sales of consumer products was paid to you on a buy-sell, deposit-commission, or other basis. A dollar amount does not have to be shown. Generally, report any income from your sale of these products on Schedule C (Form 1040).

Box 10. Shows nonemployee compensation. If you are in the trade or business of catching fish, box 7 may show amounts you received for the sale of fish. If the amount in this box is for SE income, report it on Schedule C or F (Form 1040), and complete Schedule SE (Form 1040). You received this form instead of Form W-2 because the payer did not consider you to be an employee and did not withhold income tax or social security and Medicare tax. If you believe you are an employee and cannot get the payer to correct this form, report the amount from box 7 on Form 1040, line 7 (or Form 1040NR, line 8). You must also complete Form 8919 and attach it to Form 1040 or Form 1040NR. If you are not employed but are a statutory employee, for example, a licensed real estate agent or a salesperson, report it on Form 1040, line 21 (or Form 1040NR, line 21).

Box 11. Shows substitute payments in lieu of dividends or tax-exempt interest received by your broker on your behalf as the result of a loan of your securities. Report on the "Other income" line of Form 1040 (or Form 1040A).

Box 12. Shows your local compensation of excess golden parachute payments subject to a 20% excise tax. See the Form 1040 (or Form 1040A) instructions for where to report.

Box 13. If checked, gross proceeds paid to an attorney in connection with legal services. Report only the taxable part as income on your return.

Box 15b. May show amounts your deferrals as a nonemployee under a nonqualified deferred compensation (NQDC) plan that is subject to the requirements of section 409A, plus any earnings on current year and prior year deferrals.

Box 16. Shows income as a nonemployee under a NQDC plan that does not meet the requirements of section 409A. This amount is also included in box 7 as nonemployee compensation. Any amount included in box 16 that is currently taxable is also included in this box. This income is also subject to a substantial additional tax to be reported on Form 1040 (or Form 1040NR). See "Total Tax" in the Form 1040 (or Form 1040NR) instructions.

Boxes 16-18. Show state or local income tax withheld from the payments.

1098-C OMB No. 1545-1424 (Copy B) Contributions of Cash

Instructions for Donor

You Received this form because a Federal Government agency or an applicable financial entity (a lender) has discharged (canceled or forgiven) a debt you owed, or because an identifiable event has occurred that requires to include the discharged amount in your income, even if it is less than $600. On the "Other income" line of your Form 1040. However, you may not have to include all of the canceled debt in your income. There are exceptions and exclusions, some are temporary and insolvency. See Pub. 4681, available at IRS.gov, for more details. If an identifiable event has occurred but the debt has not actually been discharged, then include any discharged debt in your income in the year that it is actually discharged, unless an exception or exclusion applies to you in that year.

Account Number. May show an account or other unique number the creditor assigned to distinguish your account.

Box 1. Shows the date the entities identifiable event occurred or, in the creditor's discretion, the date of an official discharge that occurred before an identifiable event. See the code in box 6.

Box 2. Shows the amount of loan after actually or deemed discharged. Note: If you do not agree with the amount entered your creditor.

Box 3. Shows interest if included in the canceled debt in box 2. See Pub. 4681 to see if you must include the interest in gross income.

1098-E OMB No. 1545-0915 (Copy B) Student Loan Interest Statement

Instructions for Borrower

Lenders and other institutions must report payments from borrowers to you and the IRS on Form 1098-E. Reporting is also required when your lender knows or has reason to know that a corporation in which you own stock has had a reportable change in control or capital structure. You may be required to recognize gain from the receipt of cash, stock, or other property that was exchanged for the corporation's stock. If your broker receives this type of transaction to you, the corporation is identified in box 1.

Account Number. May show an account or other unique number the payer assigned to distinguish your account(s).

CUSIP number. For some transactions, may show the CUSIP (Committee on Uniform Security Identification Procedures) number of the item reported.

Box 1a. Shows the trade date of the sale or exchange. For short sales, the date shown is the date the property was delivered to close the short sale. For aggregate reporting in boxes 9 through 12, no entry will be provided.

Box 1b. This box may be blank if box 2a is checked or if the securities sold were acquired on a variety of dates. For short sales, the date shown is the date you acquired the security delivered to close the short sale.

Box 2a. Shows the aggregate gain realized from transactions involving stocks, bonds, other debt obligations, commodities, or forward contracts. May show the proceeds from the disposition of your investment in a wholly held fixed investment trust. May also show the aggregate amount of cash and the fair market value of any stock or other property received in a reportable change in control or capital structure arising from the corporate transfer of property to a foreign corporation. Losses on forward contracts are shown in parentheses. This box does not include proceeds from regulated futures contracts. The broker must include the total gain or loss from the sale, plus any commissions (including transfer taxes) and option premiums were reported on this box. Report the amount on Form 8949 as explained in the instructions for Schedule D (Form 1040).

Box 2b. If checked, you cannot take a loss on your tax return based on gain(s) resulting from a reportable change in control or capital structure reported in box 2a. Do not report this loss on Form 8949 or Schedule D. The broker should advise you of any losses on a separate statement.

Box 3. Shows the cash or other basis of securities sold. If box 6a is checked, box 3 may be blank. See the Schedule D (Form 1040) instructions or Pub. 550 for details about basis.

Box 4. Shows backup withholding. Generally, a payer must backup withhold if you did not furnish your taxpayer identification number to the payer. See Form W-9 for information on backup withholding. Include this amount on your income tax return as tax withheld.

Box 5. Shows the amount of wash sale loss disallowed. See Pub. 550 for more information.

Box 6. Shows the gain or loss from a regulated futures contract or forward contract. See Pub. 525.

Box 6a. If checked, the securities sold were noncovered securities and boxes 1b, 3, and 5 may be blank. Generally, a noncovered security means: a security other than stock: most purchased before 2011; stock in most mutual funds and other regulated investment companies purchased before 2012; stock obtained in connection to a dividend reinvestment plan before 2012.

Box 6b. If checked, one sale in box 1a has been reported to the IRS.

Box 7. Shows the cash you received, the fair market value of any property or services you received, and the fair market value of any stock, another or other property held in your account as a part exchange. See Pub. 525.

Box 8. Shows a brief description of the item or service for which the proceeds or earnings income is being reported. For regulated futures contracts and forward contracts, "RFC" or other applicable description may be shown. For a corporation that had a reportable change in control or capital structure, the box may show the class of stock exchanged (common) P (preferred), or O (other).

Regulated Futures Contracts (Boxes 8 through 10):

Box 9. Shows the profit or (loss) realized on regulated futures or foreign currency contracts closed during 2012.

Box 10. Shows any year-end adjustment to the profit or (loss) shown in box 9 due to open contracts on December 31, 2011.

December 31, 2011.

Box 11. Shows the unrealized profit or (loss) on open contracts held in your account on December 31, 2012. These are considered sales as of that date. This will become an adjustment reported in box 10 in 2013.

Box 12. Boxes 8, 10, and 11 are all used to figure the aggregate profit or (loss) on regulated futures or foreign currency contracts for tax year. Include this amount on your 2012 Form 6781.

Boxes 13-15. Shows state income tax withheld.

1099-A OMB No. 1545-0877 (Copy B) Acquisition or Abandonment of Secured Property

Instructions for Borrower

Certain lenders who acquire an interest in property that was security for a loan or who have reason to know that such property has been abandoned must provide you with this statement. You may have taxable income or loss because of such acquisition or abandonment. Gain or loss income or amount which generally is measured by the difference between your adjusted basis in the property and the amount of your debt canceled in exchange for the property, or, if greater, the sale proceeds. If you abandoned the property, you may have income from the discharge of indebtedness in the amount of the unpaid balance of your canceled debt. The tax consequences of abandoning property depend on whether or not you were personally liable for the debt. Losses or actualizations or abandonments of property held for personal use are not deductible. See Pub. 4681 for information about your tax consequences.

Property means any real property (such as a personal residence), any intangible property, and tangible personal property that is held for investment or used in a trade or business.

If you borrowed money on the property with someone else, each of you should receive this statement.

Account Number. May show an account or other unique number the lender assigned to distinguish your account.

Box 1. For a lender's acquisition of property that was security for a loan, the date shown is generally the earlier of the date title was transferred to the lender or the date possession and the benefits and ownership were transferred to the lender. This may be the date of a foreclosure or expiration sale or the date your right of redemption or objection expired. For an abandonment, the date shown is the date on which the lender first knew or had reason to know that the property was abandoned or the date of a foreclosure, expiration, or a lender sale.

Box 2. Shows the debt (principal only) owed by the lender on the loan when the interest in the property was acquired by the lender or on the date the lender first knew or had reason to know that the property was abandoned.

Box 4. Shows the fair market value of the property. If the payment in box 2 is less than the amount in box 3, and your debt is canceled, you may have cancellation of debt income. If the property was your trade or business, see Pub. 544 to figure any taxable gain or ordinary income.

Box 5. Shows whether you were personally liable for repayment of the debt when the debt was created or, if modified, when it was last modified.

Box 6. Shows the description of the property acquired by the lender or abandoned by you. If "CCC" is shown, the form includes the amount of any Commodity Credit Corporation loan outstanding when you forfeited your commodity.

1098-E OMB No. 1545-0997 (Copy B) Proceeds From Real Estate Transactions

Instructions for Transferor

For sales or exchanges of certain real estate, the person responsible for closing a real estate transaction must report the real estate transaction to the Internal Revenue Service and must furnish this statement to you. To determine if you must report the sale or exchange of your main home on your tax return, see the instructions for Schedule D (Form 1040). If the real estate was not your main home, report the transaction on Form 4797, Form 6252, and/or Schedule D for the appropriate items. If box 4 is checked and you received or will receive like-kind property, you may file Form 8824.

Mortgage Assistance Payments. You may have a recapture (pay back) all or part of it. Recapture may occur if all the following apply.

- You received a loan provided from the proceeds of a qualified mortgage bond or you received a mortgage credit certificate.
- Your original mortgage loan was provided after 1984.
- You sold or disposed of your home at a gain during the first 9 years after you received the federal mortgage subsidy.
- Your income for the year you sold or disposed of your home was over a specified amount.

This will increase your tax. See Form 8828 and Pub. 523.

Account Number. May show an account or other unique number the filer assigned to distinguish your account.

Box 1. Shows the date of closing.

Box 2. Shows the gross proceeds from a real estate transaction, generally the sales price. Gross proceeds include cash and notes payable to you, notes assumed by the transferee (buyer), and any notes paid as a settlement. Box 2 does not include the value of other property or services you received or will receive. See Box 4.

Box 3. Shows the address or a legal description of the property transferred.

Box 4. If marked, shows that you received or will receive property (other than cash or notes) as part of the consideration for the property transferred. The value of any services or property (other than cash or notes) is not included in box 2.

Box 5. Shows portion of real estate tax or assessment charged to the buyer of settlement. If you paid allocable part the real estate tax for the period that includes the date of sale, subtract the amount in box 5 from the amount already paid to determine your deductible real estate tax. But if you have already deducted the real estate tax in a prior year, generally report the amount as income on the "Other income" line of Form 1040. For more information, see Pub 523, Pub. 530, and Pub. 936.

1099-MISC OMB NO. 1545-0115 (Copy B) Miscellaneous Income

Instructions for Recipient

Account Number. May show an account or other unique number the payer assigned to distinguish your account.

Amounts shown may be subject to self-employment (SE) tax. If your net income from self-employment is $400 or more, you must file a return and compute your SE tax on Schedule SE (Form 1040). See Pub. 334 for more information. If no income or social security and Medicare taxes were withheld and you are still receiving these payments, see Form 1040-ES.

Box 4. Shows backup withholding. A payer must backup withhold on certain payments if you did not give your taxpayer identification number to the payer. See Form W-9, Request for Taxpayer Identification Number and Certification, for information on backup withholding. Include this amount on your income tax return as tax withheld.

Box 5. Shows fishing boat proceeds.

Box 6. Shows medical and health care payments.

Box 7. Shows payments made to you in settlement of payment card and third party network transactions.

Box 8. Shows substitute payments in lieu of dividends or tax-exempt interest received by your broker on your behalf as the result of a loan of your securities. Report on the "Other income" line of Form 1040 (or Form 1040A).

Box 9. If checked, payer of more of sales of consumer products was paid to you on a buy-sell, deposit-commission, or other basis. A dollar amount does not have to be shown. Generally, report any income from your sale of these products on Schedule C (Form 1040).

Box 10. Shows nonemployee compensation. If you are in the trade or business of catching fish, box 7 may show amounts you received for the sale of fish. If the amount in this box is for SE income, report it on Schedule C or F (Form 1040), and complete Schedule SE (Form 1040). You received this form instead of Form W-2 because the payer did not consider you to be an employee and did not withhold income tax or social security and Medicare tax. If you believe you are an employee and cannot get the payer to correct this form, report the amount from box 7 on Form 1040, line 7 (or Form 1040NR, line 8). You must also complete Form 8919 and attach it to Form 1040 or Form 1040NR. If you are not employed but are a statutory employee, for example, a licensed real estate agent or a salesperson, report it on Form 1040, line 21 (or Form 1040NR, line 21).

Box 11. Shows substitute payments in lieu of dividends or tax-exempt interest received by your broker on your behalf as the result of a loan of your securities. Report on the "Other income" line of Form 1040 (or Form 1040A).

Box 12. Shows your local compensation of excess golden parachute payments subject to a 20% excise tax. See the Form 1040 (or Form 1040A) instructions for where to report.

Box 13. If checked, gross proceeds paid to an attorney in connection with legal services. Report only the taxable part as income on your return.

Box 15b. May show amounts your deferrals as a nonemployee under a nonqualified deferred compensation (NQDC) plan that is subject to the requirements of section 409A, plus any earnings on current year and prior year deferrals.

Box 16. Shows income as a nonemployee under a NQDC plan that does not meet the requirements of section 409A. This amount is also included in box 7 as nonemployee compensation. Any amount included in box 16 that is currently taxable is also included in this box. This income is also subject to a substantial additional tax to be reported on Form 1040 (or Form 1040NR). See "Total Tax" in the Form 1040 (or Form 1040NR) instructions.

Boxes 16-18. Show state or local income tax withheld from the payments.

1098-C OMB No. 1545-1424 (Copy B) Contributions of Cash

Instructions for Donor

You Received this form because a Federal Government agency or an applicable financial entity (a lender) has discharged (canceled or forgiven) a debt you owed, or because an identifiable event has occurred that requires to include the discharged amount in your income, even if it is less than $600. On the "Other income" line of your Form 1040. However, you may not have to include all of the canceled debt in your income. There are exceptions and exclusions, some are temporary and insolvency. See Pub. 4681, available at IRS.gov, for more details. If an identifiable event has occurred but the debt has not actually been discharged, then include any discharged debt in your income in the year that it is actually discharged, unless an exception or exclusion applies to you in that year.

Account Number. May show an account or other unique number the creditor assigned to distinguish your account.

Box 1. Shows the date the entities identifiable event occurred or, in the creditor's discretion, the date of an official discharge that occurred before an identifiable event. See the code in box 6.

Box 2. Shows the amount of loan after actually or deemed discharged. Note: If you do not agree with the amount entered your creditor.

Box 3. Shows interest if included in the canceled debt in box 2. See Pub. 4681 to see if you must include the interest in gross income.

1098-E OMB No. 1545-0915 (Copy B) Student Loan Interest Statement

Instructions for Borrower

A person (including a financial institution, a governmental unit, and an educational institution) that receives a person (including a financial institution, a governmental unit, and an educational institution) that receives a person (including a financial institution, a governmental unit, and an educational institution) that receives a

Robert Spallina

From: Thierman, Abigail [aThierman@CBIZ.com]
Sent: Friday, December 20, 2013 3:30 PM
To: Robert Spallina
Cc: DeRosa, Linda; Messuri, Anthony
Subject: John Hancock

Robert,

Got your message re John Hancock. Gross income $4,150 with net income of $3,735 probably means that they withheld 10% federal income taxes of $415. They withheld 10% federal taxes last year as well. We will take credit for the income tax withholding and report the income on the return.

I also understand the following from our calls:

1. We will not pick up any income from Bernstein Family Realty, LLC
2. We will not pick up any income from Simon L. Bernstein Irrevocable Trust
3. We will not pick up any income from Legacy, Lydian, or Oppenheimer
4. We will follow up with Ted regarding the correct income from LIC. We understand that you would not expect the company to issue a 1099-Misc. to Mr. Bernstein for 75,000.
5. We will not take a deduction for suspended passive activity losses on the assumption that they would have been absorbed in a step up of basis on death
6. You indicated that we should continue to amortize the points on the home mortgage and that the mortgage interest expense paid before death should be deducted on the Form 1040. You will try to get the Form 1098 from Wells Fargo for us.
7. You confirmed that no real estate taxes were paid during 2012. The real estate taxes paid 1/17/2013 will be deductible on Shirley's 2013 Trust return.
8. You will try to find out if there were any medical expenses incurred during 2012 or within a year of Mr. Bernstein's death that we can include on the Form 1040. Note that in prior years they incurred medical expenses for travel and lodging, etc.
9. You will try to get us the Form SSA-1099 Social Security Benefit Statement. That statement will reflect his SS income and any Medicare insurance paid
10. We will not deduct the 6,000 legal fees paid directly by Mr. Bernstein in 2012.
11. You indicated that payments to Massey Clark and Rachel Walker are not deductible.
12. You will try to find out if any of the payments to the following might be deductible:
    a. Conception Ozuna
    b. Heritage Union Life Insurance
    c. George Flavious
    d. Gary Washington
    e. Phillip Cupid
13. You agree with our approach to deduct CBIZ fees paid directly by Mr. Bernstein.
14. Any other expenses you can uncover?

We look forward to hearing from you with respect to the other open items on the return.

Thanks for your help.

Regards,

Abby

Abigail Thierman, JD, LLM, CPA, CFP® | Senior Tax Manager
CBIZ MHM, LLC
&
Mayer Hoffman McCann P.C.,
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1675 N. Military Trail, 5th Floor
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p: 561-922-3058
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e: athierman@cbiz.com

Robert Spallina

From: Messuri, Anthony [AMessuri@cbizgl.com]
Sent: Wednesday, December 11, 2013 2:56 PM
To: Robert Spallina
Cc: DeRosa, Linda; Thierman, Abigail; Lewin, Jerry
Subject: RE: Information to confirm

Robert,

Please see below:

Keep in mind that in addition to the $75,000 1099 from Arbitrage to Simon: Simon also took distributions from his IRA in 2012 totaling $300,000, prior to his death. Both of which will be reported on his 2012 Form 1040.

Please get back to us as soon as possible as we will file for an extension since the return is due by Monday 12/16/13.

Thanks,

Anthony

From: Thierman, Abigail
Sent: Wednesday, December 11, 2013 2:39 PM
To: Messuri, Anthony
Cc: DeRosa, Linda
Subject: Information to confirm

Anthony,

We are in the process of preparing the form 1041 for the fiscal year beginning 9/13/2012 and ended 8/31/2013 for the Estate of Simon L. Bernstein.

Please confirm the following with Rob Spellina:

- We will prepare a return for the estate including a section 645 election including the income from the Estate and the Simon L. Bernstein Trust Agreement.
- Confirm that no distributions were made during the fiscal year.
- Was a form 706 prepared?
- Confirm Estate Tax ID# 30-6329442
- Confirm Trust Tax ID#- 30-6329441
- Confirm that Robert L. Spallina and Donald R. Tescher should be listed as both co-Personal Representatives and co-Trustees
- Confirm whether we should use the attorneys' address on the return
- We understand that we have the following sources of income for the estate:
    a. K-1 from Bernstein Family Investments LLLP
    b. K-1 from Bernstein Holdings LLC
    c. LIC Holdings

d. JP Morgan- we have confirmed with Joey Jarvis that there was no income in any of the JP Morgan accounts after date of death. He also told us that 300,000 was distributed from Mr. Bernstein's IRA prior to his death (with no tax withheld from the distribution).
e. Please let us know if there is any other income that we may have missed.

- Do we need to include any information regarding the Simon L. Bernstein Irrevocable Trust?

[Anthony Messuri] Are there any other expenses at all paid for the estate that should be deducted on the Form 1041?

Thanks,

Abby
Abigail Thierman, JD, LLM, CPA, CFP® | Senior Tax Manager
CBIZ MHM, LLC
&
Mayer Hoffman McCann P.C.,
An Independent CPA Firm
1675 N. Military Trail, 5th Floor
Boca Raton, Florida 33486
p: 561-922-3058
f: 561-241-0071
e: athierman@cbiz.com

Robert Spallina

From: Messuri, Anthony [AMessuri@cbizgl.com]
Sent: Friday, December 06, 2013 3:56 PM
To: 'Ted Bernstein'
Cc: DeRosa, Linda; 'Ransom Jones'; Lewin, Jerry; Robert Spallina
Subject: RE: Emailing: Simon Bernstein 2012 Form 1099

Ted,

We are completing the 2012 personal income tax return for Si and this item has come up.

Normally commissions are paid to the individuals (Si & Ted) and the checks are signed over to LIC (et al). At year end the individuals would normally receive 1099's from the various insurance co's for commissions paid but they would in turn issue a 1099 to LIC for the amount of commissions paid since those monies were deposited into LIC's account anyway.

According to Ransom there was 1 specific incident where Si demanded he be paid $75,000 from a Lincoln commission which was done; but on LIC's books this amount was shown as a commissions expense paid to Si. On November 19, 2013 Ransom forwarded to me a copy of the 1099 issued to Simon for the $75,000.

The problem is that this commission will now generate tax on Si's 2012 return and the IRS will assess penalties and interest. In our initial estimates of Si 2012 return we anticipated that there would be no tax to pay but based on this $75,000 1099 there will be tax.

I just want everyone to be aware of what has transpired and the effects on Si's return.

If you have any questions please let me know.

Thanks,

Anthony

-----Original Message-----
From: Ransom Jones [mailto:rjones@lifeinsuranceconcepts.com]
Sent: Friday, December 06, 2013 3:29 PM
To: Messuri, Anthony
Cc: DeRosa, Linda; Ted Bernstein
Subject: RE: Emailing: Simon Bernstein 2012 Form 1099

I provided you the 2012 Form 1099 to Simon Bernstein in the amount of $75,000.

Ransom Jones
. . . . . .

Life Insurance Concepts, Inc.
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, FL 33487
Tel: 561.988.8984
Fax: 561.988.0833
Email: Rjones@LifeInsuranceConcepts.com
www.LifeInsuranceConcepts.com
www.InstallmentLifeInsurance.com

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-----Original Message-----
From: Messuri, Anthony [mailto:AMessuri@cbizgl.com]
Sent: Friday, December 06, 2013 3:05 PM
To: Ransom Jones
Cc: DeRosa, Linda; Ted Bernstein
Subject: RE: Emailing: Simon Bernstein 2012 Form 1099

Ransom,

Did you reissue the 1099 to Arbitrage from Si for $75,000 (see below)?

Thanks,

Anthony

-----Original Message-----
From: Messuri, Anthony
Sent: Thursday, November 21, 2013 4:02 PM
To: Ransom Jones
Cc: DeRosa, Linda; Ted Bernstein
Subject: RE: Emailing: Simon Bernstein 2012 Form 1099

Ransom,

The income was deposited into Arbitrage's account. But the ins co issued the original 1099 to Simon who in-turn should issue a 1099 to Arbitrage.

The way it stands now Simon was issued 1099's totaling $150,000 ($75k from Ins co & $75k from Arbitrage).

You issued the 1099 backwards.

The 1099 should be issued by Simon to Arbitrage International Marketing.

Please correct.

Thanks,

Anthony

-----Original Message-----
From: Ransom Jones [mailto:rjones@lifeinsuranceconcepts.com]
Sent: Thursday, November 21, 2013 1:08 PM
To: Messuri, Anthony
Cc: Ted Bernstein
Subject: Emailing: Simon Bernstein 2012 Form 1099

Anthony, this is the 2012 Form 1099 for Simon Bernstein. If you have any questions, please let me know.

J.P. Morgan IRA Withdrawal Request

DECEASED

J.P.Morgan

A. IRA Holder

IRA Holder's Name Simon Bernstein Account Number W32585007

B. Distribution Information

I DIRECT THE CUSTODIAN TO DISTRIBUTE THE AMOUNT REQUESTED FOR THE FOLLOWING REASON *(SEE EXPLANATION ON REVERSE)*: ☐ Transfer ☐ Revocation ☐ Disability ☐ Death ☐ Prohibited Transaction ☐ Rollover to Employer Plan
☐ Early Distribution (IRS Penalty Applies) ☐ Early Distribution (IRS Penalty Exception) ☑ Normal Distribution for Tax Year 2013
☐ Excess Contribution Removal *(please answer the below questions)* ☐ Same Year Recharacterization ☐ Prior Year Recharacterization

If excess contribution removal was selected, please answer the following questions:

Was contribution made in a prior year? ☐ No ☐ Yes*

If *Yes, Is contribution being removed prior to the tax return due date of the year for which the contribution was made? ☐ No ☐ Yes

PAYMENT INSTRUCTIONS:

Amount: ☐ Entire Account ☑ $ 25,000 *(specify amount)* ☑ *Check here if distribution includes amounts attributed to Required Minimum Distribution*

Transfer Type:

☐ In Kind - cash, securities and eligible mutual funds (only applies to distributions of Entire Account)
☐ Liquidate only my mutual funds and transfer cash and securities
☐ Liquidate all my assets and transfer cash
☐ Transfer only the following assets from my account
Description of asset: CNK Quantity or ALL: $25,000 worth

Transfer Instructions: ☑ Transfer to JPMorgan Account 47801S220 ESTATE of Simon Bernstein
☐ Transfer to Outside Institution
Account Title at Outside Institution
Outside Institutional Routing # Customer Account #
☐ Other

Distribution Commencement Date: **Frequency** ☑ One-Time ☐ Monthly ☐ Quarterly ☐ Annually ☐ Other

BENEFICIARY (or Former Spouse) INFORMATION, if applicable

NOTE: This section should be completed by a beneficiary taking a death distribution or a former spouse taking a distribution as a result of a property settlement. DO NOT use this section to name or change your beneficiary(ies).

Beneficiary's (or Former Spouse's) Name Relationship

Address City State Zip

Date of Birth: m m - d d - y y y y SSN: - -

C. Withholding Election (Substitute form W-4P)

THIS FORM CONTAINS WITHHOLDING NOTICE INFORMATION. UNLESS YOU ELECT OTHERWISE, 10% FEDERAL INCOME TAX WILL BE WITHHELD FROM YOUR IRA DISTRIBUTION. THIS FORM IS FOR ALL DISTRIBUTIONS, EXCEPT TRANSFERS. PLEASE NOTE THAT STATE TAX WITHHOLDING MAY APPLY EVEN IF YOU DO NOT MAKE AN ELECTION BELOW AS SOME STATES HAVE MANDATORY WITHHOLDING REQUIREMENTS.

Federal Tax Withholding

☑ Effective 12/31/13, I elect not to have Federal income tax withheld. I understand that I am still liable for the payment of Federal income tax on the amount received. I also understand that I may be subject to Federal income tax penalties under the estimated tax payment rules if my payments of the estimated tax and withholding are insufficient.

☐ Withhold Federal income tax at a rate of ____ (%) (not less than 10 percent) or in the amount of ____ ($) from the amount withdrawn.

State Tax Withholding State of Residence FL

☑ Effective 12/31/13, I elect not to have State income tax withheld.

☐ Withhold State tax at a rate of ____ (%) or in the amount of $____ from the amount withdrawn (if applicable).

I certify that I am the proper party to receive payment(s) from this IRA and that all information provided by me is true and accurate. I have read and understand the Rules and Conditions Applicable to Withdrawals on page 2 of this form and agree to abide by those rules and conditions. I understand that the Custodian does not give tax or legal advice, and that I am advised to consult a lawyer about the tax, legal, and estate-planning issues affecting my accounts. I expressly assume the responsibility for any adverse consequences which may arise from this withdrawal and I agree that the Custodian, in any capacity, shall in no way be held responsible.

D. Signature **IMPORTANT: PLEASE READ ABOVE BEFORE SIGNING**

⇨ Signature of IRA Holder, Beneficiary, or Former Spouse — Date 12/31/13 — Print Name Robert Spallina P.A.

⇨ Authorized Signature of Custodian — Date — Print Name

J.P. Morgan Use Only | Title | SPN | CAS
1 of 3 | Banker/Investor | SSN | 5/12 **US930**

© 2012 Ascensus Custodian EIN: ☒ JPMorgan Chase Bank, N.A. 13-4994650 ☐ J.P. Morgan Trust Company of Delaware 51-0354501

J.P. Morgan IRA Withdrawal Request

J.P.Morgan

Rules and Conditions Applicable to Withdrawals

I MUST SUPPLY ALL REQUESTED INFORMATION SO THE CUSTODIAN CAN DO THE PROPER TAX REPORTING. I MAY NOT REQUEST A DISTRIBUTION ON BEHALF OF ANOTHER BENEFICIARY. THE TERM IRA WILL BE USED BELOW TO MEAN TRADITIONAL IRAS, UNLESS OTHERWISE SPECIFIED.

DISTRIBUTION INFORMATION

If I am establishing periodic distributions from my IRA, I must:

1. Take at least the minimum amount required by the Internal Revenue Code, if I am age 70½ or older.
2. Give the Custodian the discretion to withdraw the funds from any investment instrument if I fail to indicate from which investment instrument amounts are to be withdrawn.
3. Continue receiving distributions in the instructed manner until: (a) I furnish the Custodian new written instructions, (b) my death, or (c) my account is depleted, whichever occurs first

DISTRIBUTION REASON

I am required to give the reason for taking the withdrawal from the IRA. If more than one numeric reason applies, I must complete a separate Withdrawal Request for each reason. If an alpha reason applies in addition to a numeric reason, complete only this Withdrawal Request, specifying both distribution reasons.

Transfer. A transfer may be made by an IRA holder, surviving spouse beneficiary, or recipient under a transfer incident to a divorce. In addition, the IRS has indicated that a non-spouse beneficiary can transfer the IRA as long as the IRA into which amounts are being moved is set up and maintained in the name of the deceased owner for the benefit of the beneficiary. No IRS reporting is required for a transfer.

Revocation. If I receive a disclosure statement at the time I establish my IRA, I have the right to revoke my IRA within seven days of its establishment. If revoked, I am entitled to a full return of the contribution I made to my IRA. When reporting a revocation, the return of a regular or spousal contribution is reported on IRS Form 1099R using Code 1 if earnings on the contribution are distributed or Code 8 if no earnings in the contribution are distributed. A rollover, transfer or SEP contribution return is reported on IRS Form 1099R using Code 1 or 7, depending on the age of the IRA holder.

Early Distribution (IRS Penalty Applies). If I am under age 59½ and take a distribution from my IRA, it will generally constitute an early distribution. Unless an exception to the penalty applies, I must pay the appropriate penalty tax to the IRS. In addition, the Custodian may impose substantial penalties for early withdrawal of time deposits. IRA holders who roll an early distribution over into another IRA (or in some cases a Roth IRA) will not be subject to the early distribution penalty. An early distribution is reported on IRS Form 1099R using Code 1. Payments made to pay medical expenses which exceed 7.5 percent of my adjusted gross income and distributions to pay for health insurance if I have separated from employment and have received unemployment compensation under a federal or state program for at least 12 weeks are exempt from the 10 percent penalty (effective Jan. 1, 2013 increases from 7.5% to 10%); payments to cover certain qualifying education expenses; and qualified first-time home purchases (up to $10,000) are all exempt from the 10 percent penalty. However, these distributions are reported to the IRS using Code 1 and I must file IRS form 5329 to claim an exemption.

Early Distribution (IRS Penalty Exception). If I am under 59½ and take a distribution to which an exception under Internal Revenue Code (IRC) 72(t) applies (i.e., substantially equal periodic payment as defined in IRC Section 72(t)(2)(A)(iv), distribution made to pay an IRS levy, direct conversions to a Roth IRA from a Traditional IRA, etc.), I may be exempt from the early distribution penalty. The Custodian, however, may impose substantial penalties for early withdrawal of time deposits. An early distribution with exception is reported on IRS Form 1099R using Code 2.

Disability. I may take a distribution due to disability only if the disability renders me unable to engage in any substantial gainful activity and it is medically determined that the condition will last continuously for at least 12 months or lead to my death. Disability distributions are reported on IRS Form 1099R using Code 3.

Death. If I am requesting a distribution as a beneficiary, I must furnish proof, in a form acceptable to the Custodian, to verify my entitlement to receive the distribution. This verification should be used by surviving spouse beneficiaries electing to treat the IRA as their own. Death distributions are reported on IRS Form 1099R using Code 4. Use Code G (with Code 4) for a surviving spouse who elects a direct rollover to a qualified plan.

Prohibited Transaction. If I have performed a prohibited transaction as defined in IRC Section 4975(c), I may be subject to an IRS penalty. If the prohibited transaction is not corrected in a timely manner, an additional penalty may be imposed. Prohibited transactions are reported on IRS Form 1099R using Code 5.

Normal Distribution. If I am over age 59½, I may take IRA distributions any time I wish without incurring an IRS early distribution penalty. Normal distributions are reported on IRS Form 1099R using Code 7. I am required to take a minimum distribution from my IRA by April 1 of the year following the year I attain age 70 1/2 (required beginning date) and the end of that year and of each year thereafter. The minimum distribution for any taxable year is equal to the amount obtained by dividing the account balance at the end of the preceding year by the appropriate life expectancy factor. Waiting until April 1 of the following year will require you to a take a second payment that year so you may want to indicate for which tax year the required minimum distribution is for, so you do not miss a payment.

Excess Contribution Removal. If I have made an excess contribution to my IRA, I must take the appropriate steps to remove or redesignate the distribution. Depending upon when I take the necessary corrective action and the amount of the excess contribution, I may have to pay the IRS either an excess contribution or early distribution penalty tax, or both. Code 1, 8 or P (or a combination of these codes) will be applicable on IRS Form 1099R depending on the timing of the removal.

Direct Rollover to Employer Plan. If I qualify, I may roll over taxable IRA assets to my employer's qualified plan, 403(a) annuity plan, 403(b) taxsheltered annuity, or governmental 457(b) plan. The rules governing rollovers are very complex. I am advised to seek a competent tax advisor if I have any questions regarding my eligibility to complete a rollover. A direct rollover to an employer's qualified plan, 403(b), or governmental 457(b) plan is reported on IRS Form 1099R using Code G.

Same Year Recharacterization. If I make a contribution to my Traditional IRA, I may recharacterize the amount as a Roth IRA contribution by transferring the amount of the contribution and the earnings attributable to a Roth IRA before my tax return due date (including extensions) for such tax year. Recharacterizations that occur in the same year for which the contributions being recharacterized were made are reported on IRS Form 1099R using Code N.

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Prior Year Recharacterization. If a recharacterization of a contribution, as described in the paragraph above, occurs after the year for which the contribution being recharacterized was made, Code R is used on IRS Form 1099R.

I must include all amounts I receive from the IRA in my gross income except amounts attributable to nondeductible contributions and amounts rolled back into an IRA. I will receive distribution reports from the Trustee or Custodian to assist me with reporting this income.

WITHHOLDING NOTICE INFORMATION (Form W-4P/OMB No. 1545-0074)

Basic Information About Withholding From Pensions And Annuities
Generally, Federal income tax withholding applies to payments made from pension, profit sharing, stock bonus, annuity and certain deferred compensation plans, IRAs, and commercial annuities.

Purpose Of Form W-4P
Unless I elect otherwise, Federal income tax will be withheld from payments from Individual Retirement Accounts (IRAs). I can use Form W-4P, or a substitute form, such as that contained on this form, furnished by the Custodian, to instruct my Custodian to withhold no tax from my IRA payments (or to revoke this election). This substitute form should be used only for distributions from IRAs which are payable upon demand.

Nonperiodic Payments
Payments from IRAs that are payable upon demand are treated as nonperiodic payments for Federal income tax purposes. Generally, nonperiodic payments must have income tax withheld at a rate not less than 10 percent. I can elect to have no income tax withheld from a nonperiodic payment (IRA payment) by filing Form W-4P or a substitute form with the Trustee or Custodian and checking the appropriate box on that form. My election will remain in effect for any subsequent distribution unless I change or revoke it. For more information, please see Publication 505, Tax Withholding and Estimated Tax, and Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities, available from most IRS offices.
Caution: Remember that there are penalties for not paying enough tax during the year, through either withholding or estimated tax payments. New retirees should see Publication 505. It explains the estimated tax requirements and penalties in detail. I may be able to avoid quarterly estimated tax payments by having enough tax withheld from my IRA using Form W-4P.

Revoking The Exemption From Withholding
If I want to revoke my previously filed exemption from withholding, I must file another Form W-4P with the Custodian and check the appropriate box on that form.

Statement Of Income Tax Withheld From My IRA
By January 31 of next year, I will receive a statement from my Custodian showing the total amount of my IRA payments and the total Federal income tax withheld during the year. Copies of Form W-4P will not be sent to the IRS by the Custodian.

SIGNATURE

My signature is required to certify that the information I have provided is true and correct and that I am aware of all the circumstances affecting this IRA withdrawal.

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P. O. Box 6076
Newark, DE 19714-6076
Address Service Requested

003717 - P1 of 1 NSP0BSR3-Z1 000000

BERNSTEIN FAMILY INVST LLLP
950 PENINSULA CORP CIR #3010
BOCA RATON FL 33487-1387

3514080819002037170 1

IT IS AGREED BETWEEN YOU AND JPMCC THAT:

1. It is agreed between you and us that this transaction, as described on the face hereof, is subject to the following terms and conditions. This confirmation shall inure to our benefit including successors and assigns and shall be conclusive if not objected to promptly to in writing.

2. If required payment or delivery of securities is not made by settlement date, positions may be closed out and appropriate charges, including interest, may be made to your account.

3. Until fully paid for, securities in a cash account, as defined by Regulation T, are or may be periodically, without prior notice, hypothecated or rehypothecated, under circumstances which will permit the commingling of instruments carried for the accounts of other customers, for any amount, whether under general loans or otherwise, or may be loaned out or delivered on contracts for other customers without having in our possession and control a like amount of similar instruments.

4. On written request, we will furnish the time of execution, name of the other party, if applicable, and details of the remuneration received from other persons when we act as agent for such persons.

5. With respect to transactions involving an offering of securities, the underwriters may over-allot or effect transactions which stabilize or maintain the market price of such securities at a level above that which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time.

6. This transaction and all other transactions with us have been entered into in consideration of each other. In the event that (i) you shall default in respect of this or any other transaction with us, (ii) you apply for, consent to, or are the subject of an application or petition for the appointment of or the taking of possession by a receiver, custodian trustee, liquidator, or similar person of yourself or of all or a substantial part of your property, (iii) you admit, your inability or become generally unable to pay your debts as such debts become due or shall have a negative net worth, (iv) you make a general assignment for the benefit of your creditors, (v) you file, or have filed or entered against you, a petition or order for relief under Title 11 of the United States Code, as amended, or any similar law of any jurisdiction regarding reorganization, liquidation, dissolution, insolvency or relief of debtors, (vi) you have filed against you an application for a protective decree under Section 5 of the Securities Investor Protection Act of 1970, as amended, (vii) we believe that we may not be able to apply without delay property we are holding or expect to receive from you against your obligation, or (viii) we believe that an event or circumstances has occurred which in our judgment materially impairs your creditworthiness or ability to perform your obligations, we may (a) cancel or otherwise liquidate this and any other transaction without prior notice to you (and you will be liable to us for any resulting loss, cost and expense, including cost of collection and attorney's fees), (b) set off any obligation to you against any of your obligations to us, or our affiliates, (c) realize upon property securing any obligations to us or our affiliates and (d) take any other action necessary or appropriate to protect and enforce our rights under this or any other agreement between you and us or our affiliates, and to reduce any risk to us of loss or delay. Any grace or notice period required by agreement or custom prior to exercise of such remedies may be shortened or eliminated by us if, in our discretion, it is reasonable to do so under the circumstances. In order to secure any obligations to us or our affiliates under this or any other transaction you hereby grant to us a security interest in all securities moneys or other property heretofore or hereafter held by or for us or our affiliates. In the event of a breach or default hereunder, we shall have all rights and remedies available to a secured creditor under the Uniform Commercial Code as then in effect in New York in addition to rights and remedies provided herein or otherwise by law.

7. Any repudiation, breach or default hereunder shall constitute at JPMCC's election a default under all other agreements or confirmations between us. Upon any repudiation, breach or default, JPMCC shall be entitled, without limiting other rights or remedies it may have, to liquidate, hedge or offset your obligation by sale of property in your account(s), purchase of property, cancellation of transactions, and/or offset against other accounts you may have at JPMCC or obligations of JPMCC to you. Purchases or sales may be public or private, and may be made without notice and in such manner as JPMCC may in its discretion determine. You shall remain liable for any balance due and any loss incurred by JPMCC in acting pursuant hereto.

8. If this transaction is a sale by you of an instrument not held in your account with us and it is not marked short, you represent that you own such instrument and it is agreed that you will promptly deliver such instrument to us.

9. No waiver, notice, demand or forbearance on the part of JPMCC shall be deemed continuing. If any provisions herein are or become inconsistent with any law, rule or regulation, such provision shall be deemed to be rescinded or modified accordingly and in all other respects this confirmation shall not be affected.

10. Monthly Account Statements shall be considered accepted and approved by you absent written notice of objection within ten days after receipt.

11. If any part of this Agreement is held to be void or unenforceable or inconsistent with any other agreement to which this confirmation relates, this shall not affect the validity or enforceability of the remaining parts of the confirmation. If the transaction involves securities, the parties acknowledge that it is a "securities contract" under 11 U.S.C. Section 741(7), as amended. You agree we may rely on all instructions we believe to be genuine.

12. This confirmation and all transaction hereunder are subject to, the constitution, by-laws, customs, and interpretations of the exchange or marketplace where executed, all applicable federal laws and regulations; and shall be governed by and construed in accordance with the law of the state of New York without regard to its conflict of laws provision.

13. American style short option positions are liable for assignment at any time; European style short options are subject to assignment only at expiration.

14. The "Fee" collected is intended to offset fees charged by various regulatory bodies. The amount collected may be more or less than the amount ultimately paid to the various regulatory bodies. In the event of the former, no reimbursement will be distributed back to you and, in the event of the latter, there will be no additional charge made to you.

15. The actual yield of an asset-backed security (securities which represent an interest in or are secured by a pool or receivables or other financial assets that are subject to continuous prepayment) may vary according to the rate at which the underlying assets are prepaid. Additional information concerning the factors that effect yield will be furnished upon written request.

16. JPMCC or an affiliate may act as Primary Market Maker or Competitive Market Maker in option trades executed on an options exchange, and may have a position (long or short) in such securities and may be on the opposite side of public orders executed in such securities.

17. This Confirmation is computed for payment in New York funds on settlement date. If payment is made at a later date, additional interest to date of payment may be charged.

18. This confirm and our communications with you made in connection with the transactions referred to herein confer(red) **(i)** information obtained from multiple direct, indirect affiliated, unaffiliated, public and proprietary data sources (including, but not limited to, identifying information, market data, calculated data, reference data, valuations, ratings, coupon and dividend rates and other fundamental data), and (ii) information which is calculated based upon such information (including but not limited to, market values, Estimated Yield and Estimated annual income). Although JPMCC believes these sources are reputable, it does not independently review or verify such information and neither JPMCC nor any such source will have any duty or obligation to verify, correct, complete or update any such information. Such information is being provided to you with all faults for use entirely at your own risk, without any warranty whatsoever by JPMCC or any such source. Neither JPMCC nor any such source shall have any liability whatsoever relating to any inaccuracy or lack of timeliness or completeness of such information or any use thereof or for omissions therefrom nor for any lost profits, indirect, special or consequential damages. Moreover, such sources retain exclusive proprietary rights in such information. You shall use such information only for your own use and purposes and not for use (other than in connection with the transaction for which the information is provided) or retransmission without prior written approval of the source, or for any unlawful or unauthorized purpose.

19. The "Options Fee" reflected is intended to offset fees assessed to your broker by the various Options Exchanges. The amount collected may be more or less than the amount ultimately paid to the various regulatory bodies. In the event of the former, no reimbursement will be distributed back to you and, in the event of the latter, there will be no additional charge made to you.

20. This confirmation incorporates, and the transactions confirmed are hereby subject to, any written agreement between you and us. The terms of this confirmation govern in the event of any inconsistency with the term of any other agreements.

21. Zero Coupon Issues pay no periodic interest, may be called below maturity value, and if called, may be called below maturity value without notice to you unless registered.

22. Instruments sold, offered or recommended are not deposits or FDIC insured unless we disclose otherwise.

23. Your capacity was for your own account unless you expressly specified otherwise to us in writing and gave sufficient information in writing prior to the transaction for us to rely upon the credit of another party in your credit in another capacity.

24. For Treasury inflation protection securities (TIPS) and Corporate Inflation Protection Bonds (IPBs) yield to maturity may vary due to inflation adjustments.

25. If a deferred commission or other charge is to be imposed upon redemption or as a condition of payment of principal or interest, the customer may be required to make such a payment. Information concerning such deferred compensation or other charge will be furnished upon written request.

26. Purchasers of Fannie Mae or Freddie Mac Securities can obtain additional pool information by telephoning Fannie Mae at 1-800-237-8627 or Freddie Mac at 1-800-336-3672 or emailing Freddie Mac at Investor_Inquiry@FreddieMac.com.

27. If this confirmation indicates that this is a transaction in when-issued or when-distributed securities, the terms and conditions set forth in the applicable proxy, disclosure document and/or bankruptcy plan shall apply. Upon determination of the settlement date you will receive a final confirmation showing the settlement date and the total proceeds or cost credited or debited to your account on that date. Such transactions shall be settled or cancelled at such time and place and in such manner as the exchange or market to whose requirements the transaction is subject may determine. When issued positions will be marked-to-market at the close of each trading day and if the market price falls below the contract price by an amount that exceeds the cash deposit in the account, interest may be charged on such excess.

28. Unless you have elected a different closing methodology, as noted on the front, or identified a specific tax lot in the trade description, all trades are closed out under the "FIFO" (First In First Out) methodology.

29. For Regulated Investment Companies or Dividend Reinvestment Plan sales, for which the average price method has been chosen, positions are closed out on a FIFO basis.

LEGEND FOR SECURITIES TRANSACTIONS

Market - Your transaction was executed on one or more markets - details upon request.
C – Capacity
1, 2, 3, 4, 5, 8 and 9. Your Broker, as indicated on the front of this Confirmation, acted as Agent for your account unless otherwise indicated.
6. Your Broker, as indicated on the front of this Confirmation, acted as Agent for both buyer and seller, charging a commission or a commission equivalent to both parties. The source and any remuneration charged in the transaction will be furnished upon written request.
7. Your Broker, as indicated on the front of this Confirmation, acted as Principal.
A. This trade was executed by your broker, with us acting as your prime broker. Contact your executing broker for trade details.
S - The transaction described on this confirmation is subject to the U.S. Treasury or Agency Debt and Agency MBS fails charge trading practice published by TMPG and SIFMA at http://www.sifma.org/capital_markets/docs/Fails-Charge-Trading-Practice.pdf and http://www.sifma.org/Services/Standard-Forms-and-Documentation/Securitized-Products/Securitized-Products-Fails-Charge-Trading-Practice/.
T – Your introducing broker receives compensation for directing customer orders for equity securities. The source and nature of such compensation received on this transaction, if any, will be furnished to you upon written request.
U – You may be eligible for breakpoint discounts based on the size of your purchase, current holdings or future purchases. The sales charge you paid may differ slightly from the Prospectus disclosed rate due to rounding calculations. Please refer to the Prospectus, Statement of Additional Information or contact your financial advisor for further information.
V - A paper copy of the offering document relating to this transaction is available, upon request, by calling 1-866-803 9204 during normal business hours.
W - These securities have not been registered under the US Securities Act of 1933, and may only be offered and sold pursuant to registration under the 1933 Act or an available exemption therefrom or in accordance with Regulation S.
X - These securities have not been registered under the US Securities Act of 1933, and were issued pursuant to the exemption provided by Section 3(c)(7) of the Investment Company Act of 1940. The securities may only be offered and sold (i) pursuant to registration under the 1933 Act or an exemption therefrom and (ii) in compliance with the provisions of Section 3(c)(7).
Y – To obtain a paper copy of the official statement, please call 877-430-3544 for domestic accounts or 347-643-6233 for international accounts. Alternatively, you may contact your sales representative or broker-dealer.
Z - A JPMCC affiliate is a market maker in the security. As a market maker, the JPMCC affiliate may have acted as principal, may have had a long or short position in the security, and may have profited or lost in connection with the transaction.

IF CALLABLE MUNICIPAL OR OTHER CALLABLE DEBT SECURITY TRANSACTION

With regard to any debt security subject to redemption before maturity, such debt security may be redeemed or called in whole or in part before maturity, and such a redemption could affect yield represented. Additional information available upon request.

NOTICE FOR J.P. MORGAN SECURITIES LLC CUSTOMERS - PAYMENT FOR ORDER FLOW

J.P. Morgan Securities LLC ("JPMS") may pay from time to time for certain order flow in the form of discounts, rebates, reductions of fees or credits. As a result of sending orders to certain trading centers, JPMS receives payment for order flow in the form of discounts, rebates, reductions of fees or credits. Under some circumstances, the amount of such remuneration may exceed the amount that JPMS is charged by such trading centers. This does not alter JPMS' policy to route customer orders to the trading center where it believes clients will receive the best execution, taking into account price, reliability, market depth, quality of service, speed, and efficiency. Additional details are available upon request.

In the event that a referenced code on the back of this confirmation is inconsistent with wording on the front of this confirmation, the language on the front of the confirmation shall control. Rev 07/13 B38x0F

J.P.Morgan

OFFICE SERVICING YOUR ACCOUNT
J.P. Morgan Securities LLC
383 Madison Avenue
New York, New York 10179
(212) 270-6000

CLEARED THROUGH ITS
WHOLLY OWNED SUBSIDIARY

J.P. Morgan Clearing Corp.
Three Chase Metrotech Center
Brooklyn, New York 11245-0001

BERNSTEIN FAMILY INVST LLLP
950 PENINSULA CORP CIR #3010
BOCA RATON FL 33487-1387

Processing Date	12/17/13
Account Number	242-09303 B4Q
Settlement Account	W32635

CONFIRMATION

WE ARE PLEASED TO CONFIRM THE FOLLOWING TRANSACTION(S)

EQUITIES AND OPTIONS

Trade Date	Settlement Date	Bought/ Sold	Description	Symbol/ CUSIP	Quantity	Price	Money Type	Money Amount	Type	C	Trade Number
12/17/13	12/20/13	Sold	**AT&T INC** AVG PRICE SHOWN-DETAILS ON REQ UNSOLICITED	T 00206R102	750	33.82	Principal Comm/Comm Equiv Fee NET AMOUNT	25,365.00 100.00 0.45 25,264.55	DVP	8	80556
12/17/13	12/20/13	Sold	**MCDONALDS CORP** AVG PRICE SHOWN-DETAILS ON REQ UNSOLICITED	MCD 580135101	500	94.68	Principal Comm/Comm Equiv Fee NET AMOUNT	47,340.00 100.00 0.83 47,239.17	DVP	8	80544
12/17/13	12/20/13	Sold	**VERIZON COMMUNICATIONS** AVG PRICE SHOWN-DETAILS ON REQ UNSOLICITED	VZ 92343V104	650	47.60	Principal Comm/Comm Equiv Fee NET AMOUNT	30,940.00 100.00 0.54 30,839.46	DVP	8	80547

John Hancock

ARBITRAGE INTERNATIONAL M
ATTN: LINDSAY GILES
950 PENINSULA CORPORATE CIRCLE
SUITE 3010
BOCA RATON FL 33487

596826 F008 6407 1OZ 1/2 --4-- 2900

SIMON L BERNSTEIN
7020 Lions Head Lane
Boca Raton FL 33496

THE TRUSTEES OF ARBITRAGE INTERNATIONAL MARKETING, INC. 401(K) PLAN

Contract Number: **85339**

Retirement Account

Your retirement account value as of 09/30/2013
$17,573.19

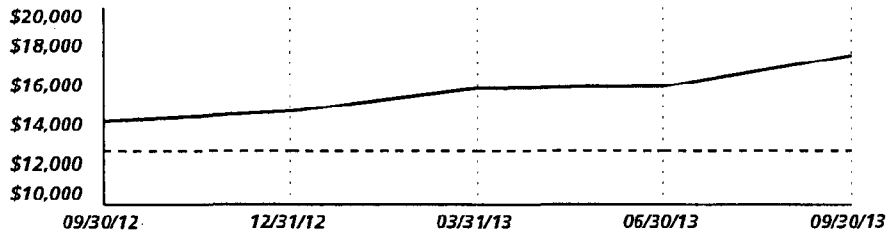
July 01, 2013 - September 30, 2013

Your personal rate of return

This period	**9.63%**
For last 12 months	**23.15%**
Since your account inception (Annualized)	**4.74%**

Looking back

Change in your account this period: **$1,543.07**



This period

Beginning balance	**$16,030.12**
Money in	
Employee money	0.00
Net change*	1,543.07
Ending balance	**$17,573.19**

*Gain/loss for your account is net of the fees shown in the "Your summary of charges" section.

You want to make sure your contributions continue working for the lifestyle you planned, both at retirement and beyond. Your plan contact can put you in touch with your local John Hancock USA representative to outline the many income-producing options open to you. Remember, you still have access to our website, where you can find a variety of resources, including articles, tools, calculators, and more. Visit us online at **www.jhpensions.com**.

Jan 11, 2012
- 3,235.00
- 4,150.00

Looking for help?

Important: Any inaccuracies in this statement must be reported to John Hancock USA within 45 days. See last page for details.
For questions about your account with John Hancock USA, visit **www.jhpensions.com**
or 1-800-395-1113 (1-800-363-0530 Español) Monday - Friday, 8am - 8pm ET.
Changing jobs or retiring? Call 1-888-695-4472 if you have questions about your distribution options.

43773

Retirement account of:

SIMON L BERNSTEIN

John Hancock

Retirement Account

July 01, 2013 - September 30, 2013

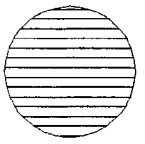
Contract Number: **85339**

Your profile at a glance

Your current portfolio allocation

Your current portfolio is following an aggressive strategy. This strategy carries a high level of risk and assumes that you're a knowledgeable investor and comfortable with riding out any stock market cycles. Your portfolio profile description may change as the value of some of your investment options change over time, or if you change your strategy. Check your account profile periodically to help ensure that your current portfolio and your ongoing contributions are allocated in line with your desired investment strategy. Reviewing your strategy can be especially important if your financial circumstances or your life stage change. To make a change to your account, please call us at 1-800-395-1113 (English) or 1-800-363-0530 (Español), or go online at **www.jhpensions.com**.

	Account value	% of account
Growth	$0.00	0.00%
Aggressive Growth	17,573.19	100.00
Total account value	**$17,573.19**	

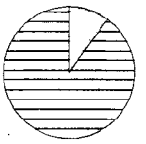


Current

Your ongoing contribution allocation

Your ongoing contributions are following an aggressive strategy. This strategy carries a high level of risk and assumes that you're a knowledgeable investor and comfortable with riding out any stock market cycles. Your portfolio profile description may change as the value of some of your investment options change over time, or if you change your strategy.

	% of ongoing contributions
Growth	10.00%
Aggressive Growth	90.00



Ongoing

What investment options make up your account

	Current portfolio	Ongoing instructions††	Units held as of 07/01/13	Units held as of 09/30/13	Unit value as of ✤ 07/01/13	Unit value as of ✤ 09/30/13	Value as of 07/01/13	Value as of 09/30/13
Growth								
Capital Appreciation Fund		10.00%	0	0	$14.000749	$15.690209	$0.00	$0.00
Aggressive Growth								
Legg Mason ClearBr Agg Growth		10.00	0	0	164.965977	178.951449	0.00	0.00
Inv Small Cap Growth		10.00	0	0	44.078428	48.883577	0.00	0.00
John Hancock Intl Growth	5.18	10.00	31.661746	31.615715	26.340536	28.766628	833.99	909.48
American Century Heritage	13.16	10.00	84.082631	83.959716	24.860362	27.534374	2,090.33	2,311.78
International Core Fund	12.27	10.00	48.855350	48.785527	39.186050	44.212283	1,914.45	2,156.92
Small Cap Growth Index	20.11	10.00	113.882750	113.717510	28.059336	31.072588	3,195.48	3,533.50
Mid Cap Stock Fund	16.18	10.00	113.798046	113.630619	22.998818	25.026037	2,617.23	2,843.73
Royce Opportunity	21.08	10.00	191.567226	191.287908	17.742413	19.369175	3,398.87	3,705.09
DFA Emerging Markets Value	12.02	10.00	53.316106	53.239122	37.132620	39.682914	1,979.77	2,112.69
Total account	**100.00%**	**100.00%**					**$16,030.12**	**$17,573.19**

†† *Your allocation instructions, as of 09/30/2013, are shown above.*

✤ *A unit value is the value of a unit in a sub-account (or Fund). Contributions to a sub-account purchase units of that Fund. A unit represents a portion of the sub-account's total assets.*

*You are allowed a maximum of two exchanges per month. After the exchange limit, you may move 100% of your account to a money market or stable value fund where it must remain for 30 days. Trading can resume only once the 30 days have expired. Also, additional restrictions may be imposed if it is determined that any exchange activity may disrupt or be potentially disruptive to an investment option, even though in compliance with our policy. For more information, visit **www.jhpensions.com**. Also check with your Plan Administrator for additional restrictions that may be imposed by your plan.*

(continued)

John Hancock

Retirement account of:

SIMON L BERNSTEIN

Retirement Account

July 01, 2013 - September 30, 2013

Contract Number: **85339**

What investment options make up your account *(continued)*

It is important for your long-term retirement security that your portfolio be well-balanced and diversified. If you invest more than 20% of your portfolio in any one industry or company, your savings may not be properly diversified. Market or other economic conditions generally have different impact on different asset categories. Although it is not a guarantee against loss, diversification among different types of investments can help you manage investment risk. In deciding how to invest your retirement savings, you should take into account all your assets, and other factors such as your financial goals, time horizons, and risk tolerance. It is also important to periodically review your investment portfolio, your investment objectives, and the investment options under the Plan to help ensure that your retirement savings will meet your retirement goals. For more information on individual investing and diversification, visit the Department of Labor's website at ***www.dol.gov/ebsa/investing.html****.*

Your summary of activity

		This period	Year-to-date since 01/01/2013	Since your account inception
Total Value on 07/01/2013	**$16,030.12**			
Employee money				
Beginning balance		**$16,030.12**	**$14,740.21**	**$0.00**
Transfers into the plan		0.00	0.00	20,500.00
Net change*		1,543.07	2,832.98	4,822.19
Withdrawals		0.00	0.00	-7,749.00
Balance of employee money	**$17,573.19**			
Total Value on 09/30/2013	**$17,573.19**			

If this option is available to your contract, your account transaction activity can be downloaded from our Web site using Intuit Quicken® or Microsoft® Money personal finance software. Log on to **www.jhpensions.com** for details.

*Gain/loss for your account is net of the fees shown in the "Your summary of charges" section.

Investment options and performance

Listed below are historical returns as of September 30, 2013 for your selected investment options in your group annuity contract. Past performance is no guarantee of future results. Historical returns may be helpful as a planning tool. Your actual results may vary. For more information, including the historical returns of all the investment options available to your group annuity contract, logon to **www.jhpensions.com**.

Ongoing instructions	Fund code	Investment options	Percentage compound average annual returns ✤ 3 Months	1 Year	3 Years	5 Years	10 Years
		Growth					
10.00%	119	Capital Appreciation Fund	12.06	20.61	16.07	11.76	7.82
		Aggressive Growth					
10.00%	051	Legg Mason ClearBr Agg Growth	8.48	31.96	21.93	14.62	8.05
10.00%	030	Inv Small Cap Growth	10.90	31.33	18.99	12.63	9.26
10.00%	203	John Hancock Intl Growth	9.21	21.88	10.84	7.93	N/A
10.00%	295	American Century Heritage	10.76	20.87	14.54	11.29	11.68
10.00%	013	International Core Fund	12.83	24.03	8.32	5.08	6.91
10.00%	224	Small Cap Growth Index	10.74	29.51	19.06	13.53	10.13
10.00%	004	Mid Cap Stock Fund	8.81	26.68	16.38	10.14	10.00
10.00%	183	Royce Opportunity	9.17	36.01	17.21	12.88	9.90
10.00%	211	DFA Emerging Markets Value	6.87	0.96	-3.84	6.17	14.11

Investment options and performance are as of September 30, 2013.

✤ *Performance data for a sub-account for any period prior to the date introduced is hypothetical based on the performance of the underlying portfolio. All other performance data is actual. Returns for any period greater than one year are annualized. Performance data reflects changes in the prices of investments, reinvestment of any dividends and capital gains, and deductions for the Annual Investment Charge. Performance does not reflect any contract-level or participant recordkeeping charges, which would otherwise reduce the total return for an account. Past performance is no guarantee of future results. An investment in a sub-account will fluctuate in value to reflect the investment results of the underlying portfolio and, when redeemed, may be more or less than original cost.*

(continued)

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Retirement account of:

SIMON L BERNSTEIN

John Hancock

Retirement Account

July 01, 2013 - September 30, 2013

Contract Number: **85339**

Your summary of charges

	This period
General administrative charges Your share of Plan fees for administrative services such as recordkeeping, consulting and administration.	-$25.63
Total	**-$25.63**

If you would like a detailed transaction history of the charges listed, go online at **www.jhpensions.com** to view your statement.

*Additional charges associated with the plan's administrative expenses for the quarter were paid from the total annual operating expenses of the investment options in which you are invested. For information related to the total annual operating expenses for each investment option, refer to the Investment Comparative Chart available at **www.jhpensions.com**. Speak to your plan administrator for details, or for any questions regarding the charges applicable to your account.*

Bulletin board

As a result of our ongoing monitoring and review processes, John Hancock makes changes to the investment options on our platform in the spring (April/May) and fall (October/November). To learn if any of the funds available to you are/were impacted by these changes, call us at 1-800-395-1113 or speak with your plan administrator.

Combine other retirement accounts into your plan

If you have other retirement accounts, such as a 401(k) plan with a former employer or an IRA, you can move those accounts into your 401(k) plan with John Hancock. It's easy, and we can help! Call 1-877-525-7655 to speak to a Consolidation Specialist. Note this service may not be available in some plans and plan restrictions apply.

Review this statement to ensure it accurately reflects your balances, investments, and any transactions during the period covered. You should report any discrepancies or inaccuracy to John Hancock USA within 45 days of the production date of this Statement. If you do not, you will be deemed to have approved of the accuracy of the Statement. John Hancock USA will not be responsible for any claimed damage resulting from a purported failure to carry out your investment instructions that is not brought to our attention within this 45 day period.

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NOT FDIC INSURED | MAY LOSE VALUE | NOT BANK GUARANTEED | NOT INSURED BY ANY GOVERNMENT AGENCY

Private Banking Client Services
IRA Full Account Transfer Checklist

Please fill out the BOLD sections and submit the IRA Full Account Transfer Checklist and all supporting documents through a Workstation Request.

ACCOUNT NAME: Chase Bank NA as Cust for Shirley Bernstein IRA

ACCOUNT NUMBER TO BE TRANSFERRED (One per Form): W32603008

IF INTERNAL, ACCOUNT TRANSFERRING TO: W32585007

ACCOUNT/RELATIONSHIP OFFICER NAME: Todd Adelstein

TEAM EXTENSION: 800-576-0938 **DATE:** 5/12/2011

Client Service to review and confirm (check each box to confirm task has been completed)

- ☑ Receive signed, authorized instructions to transfer account. (Receipt from client, transition team, or other third party)
- ☑ Contact Banker/Product Specialist and Lender (for Collateral Accounts), to inform them of the transfer request. Banker/Product Spec. may wish to call client in an attempt to retain business. View previous 3 months of transaction history in TECS to determine range of products.
- ☑ Review account for liens, collateral, credit risk and contact Credit Risk Management, if necessary
- ☑ Inform sales traders to discontinue trading activity, if applicable.
- ☑ Perform callback with client to verify transfer request. The following should be discussed with the client as appropriate:
  - ☐ DEBIT CARD (Contact appropriate parties to cancel debit card, if applicable.)
  - ☐ ACH/EFTS
  - ☐ STANDING PAYMENTS/INSTRUCTIONS
  - ☐ CREDIT
    - ☐ No pledge involved.
    - ☐ Pledge involved.
    - ☐ Account.
  - ☐ PRIVATE EQUITY, LLP, LLC, or OTHER
- ☑ Place callback stamp on transfer request.
- ☑ Facilitate mutual fund/securities liquidations, if applicable (Please note: Account Transition Team does not handle these requests).
- ☑ Confirmed if account holds Private Investments and notified the Investor and PB IRA Product Specialists of this transfer. (Please note: Account Transition Team does not transfer Private Investments).
- ☑ Confirmed if account holds Real Estate, Farm & Ranch, or Oil & Gas assets, and notified the appropriate team, (Please note: Account Transition Team does not transfer these types of assets).
  - ☐ Sent email to Real Estate Notice Account Closing
  - ☐ Sent email to Farm & Ranch Notice Account Closing
  - ☐ Sent email to Oil & Gas Notice Account Closing

Client Service: Please select only one of the follow options

One	One	IRA Transfer Options	For ATT use ONLY					
			Cash		Securities			
			Deliver Out	Receive In	Deliver Out		Receive In	
			OMNI Tax Code	OMNI Tax Code	OMNI Tax Code	Purpose Code	OMNI Tax Code	Purpose Code
☑		Trustee-to-trustee transfer any IRA	539	127	540	435	126	135
☐		Roth Conversion from Trad IRA <59 1/2 *	528	123	529	447	124	133
☐		Roth Conversion from Trad IRA >59 1/2 *	541	123	542	445	124	133
☐		Direct Rollover - receiver reporting as Roll Over	524	139	525	442	140	145
☐		Roth Recharacterization current year	544	118	546	441	119	137
☐		Roth Recharacterization prior year	588	118	589	448	119	137

☐ Other, explain: _____

* Please address any withholding Taxes and Required Minimum Distributions (RMDs), if applicable, before a Roth conversion.

***** MUST BE COMPLETED IN ORDER TO PROCESS REQUEST *****

ACCOUNT CLOSING?

○ NO Why? _____

◉ YES Please select one of the following Commissions Instructions:

- ☐ Waive Fees _____ (Please provide name of the Authorized Individual approving the waiver)
- ☑ Take Fees Through (Enter Date): 2/1/2011
- ☐ Charge Fees to Another Account: _____ Through (Enter Date): _____

Special Instructions

Reserve cash/sweep in the amount of _____

*To be used for outstanding checks, standing payments, etc. that client has requested to be paid against the account prior to closing.

Special Instructions/Remarks:

August-2010

J.P. Morgan IRA Account Application

J.P.Morgan

Required for IRA accounts in addition to the J.P. Morgan Personal Account Application

A. Account Information

Account Title JPMORGAN CHASE BANK NA AS CUSTODIAN FOR SHIRLEY BERNSTEIN IRA ROLLOVER

B. IRA Type

☐ Regular or Spousal ☒ Trustee to Trustee Transfer ☐ Rollover (including a direct rollover from an employer's plan)

C. Designation of Beneficiary(ies)

The following individual(s) or entity(ies) shall be my primary and/or contingent beneficiary(ies). **If neither primary nor contingent is indicated, the individual or entity will be deemed to be a primary beneficiary.** If more than one primary beneficiary is designated and no distribution percentages are indicated, the beneficiaries will be deemed to own equal share percentages in the IRA. Multiple contingent beneficiaries with no share percentage indicated will also be deemed to share equally.

If any primary or contingent beneficiary dies before me, his or her interest and the interest of his or her heirs shall terminate completely, and the percentage share of any remaining beneficiary(ies) shall be increased on a pro rata basis. If no primary beneficiary(ies) survives me, the contingent beneficiary(ies) shall acquire the designated share of my IRA. If I do not designate a valid beneficiary, or if all of my primary and contingent beneficiary(ies) predecease me, my estate will be the beneficiary.

Beneficiary Name 1 SIMON BERNSTEIN

Address 7020 LIONS HEAD LANE

City BOCA RATON State FL Zip 33496

Country USA Relationship SPOUSE Share % 100

☒ Primary ☐ Contingent

Date of Birth: 12-02-1945 (m m - d d - y y y y)

SSN#: 371-32-5211

Beneficiary Name 2

Address

City State Zip

Country Relationship Share %

☐ Primary ☐ Contingent

Date of Birth: (m m - d d - y y y y)

SSN#:

Beneficiary Name 3

Address

City State Zip

Country Relationship Share %

☐ Primary ☐ Contingent

Date of Birth: (m m - d d - y y y y)

SSN#:

Beneficiary Name 4

Address

City State Zip

Country Relationship Share %

☐ Primary ☐ Contingent

Date of Birth: (m m - d d - y y y y)

SSN#:

This application must be completed before Morgan will be able to provide financial services. I must also notify you of any future changes to any information contained in this application.

D. Agreement

I acknowledge that I have received a copy of Morgan's current fee schedule, and that the Trustee or Custodian is entitled to compensation at the rates stated in its regularly published schedules of compensation when payable, notwithstanding that such compensation may be greater than that now in effect. If no alternative payment instructions have been established, this individual retirement account will be charged accordingly. If my assets include Morgan-Advised Funds, or Morgan-managed and affiliated Funds, as defined in the General Terms, the fees with respect to those Funds are described in the prospectus and related materials. If I have elected brokerage with JPMSI, transaction and other fees will be charged under my Brokerage Account Agreement.

I understand that I may not elect a Line of Credit in connection with an IRA.

I understand that you do not give tax or legal advice, and that I am advised to consult a lawyer or tax advisor about tax, legal, and estate-planning issues affecting my accounts.

I assume complete responsibility for:

1. Determining that I am eligible for an IRA each year I make a contribution;
2. Insuring that all contributions I make are within the limits set by the tax laws;
3. The tax consequences of any contribution (including rollover contributions) and distribution.

I certify, as the accountholder signing below and under penalties of perjury, that the number on this application is my correct taxpayer identification number.

CONTINUED ON PAGE 2

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J.P. Morgan IRA Account Application

J.P.Morgan

Required for IRA accounts in addition to the J.P. Morgan Personal Account Application

If I have elected to open an Investment Management / Third Party Manager (discretionary) account, my IRA assets will be managed by a Morgan Affiliate as Trustee and the following Terms shall also apply:

My Agreement with the Trustee is comprised of this Application; the Trust IRA Investment Management Agreement (which is a 5305 Plan Agreement) and the Financial Disclosure and Disclosure Statement included with it; the provisions of the General Terms incorporated in it by reference; the Fee Schedules; Disclosures; and any Supplemental Forms. In addition, I am entering into the Investment Management Agreement and the Third Party Manager Advisory Agreement. By signing this Application, I acknowledge that I have received copies of, read, and agreed to, all the documents that comprise my Agreement with the Trustee, the Investment Management Agreement, and the Third Party Manager Advisory Agreement. I understand that the terms and conditions that apply to my Individual Retirement Account are contained in or referred to in the documents listed above, and the Investment Management Agreement. Within seven days from the date I open my IRA, I may revoke it without penalty by delivering a written notice to the Trustee.

If I have elected to open an Asset or Asset/Brokerage account to manage my IRA assets, then Morgan shall act as Custodian and the following terms shall also apply*:

My Agreement with the Custodian is comprised of this Application; the Custodial IRA Asset Account Agreement (which is a 5305-A Plan Agreement) and the Financial Disclosure and Disclosure Statement included with it; the provisions of the General Terms and of the Asset Account Agreement incorporated in it by reference; the Fee Schedules; Disclosures; and any Supplemental Forms. In addition, if I have completed the Brokerage Supplement, I am entering into the Brokerage Account Agreement with JPMSI. By signing this Application, I acknowledge that I have received copies of, read, and agreed to, all the documents that comprise my Agreement with the Custodian, and the Brokerage Account Agreement, if applicable. I understand that the terms and conditions that apply to my Individual Retirement Account are contained in or referred to in the documents listed above, other than the Brokerage Account Agreement. Within seven days from the date I open my IRA, I may revoke it without penalty by delivering a written notice to the Custodian.

* Chase Private Client brokerage accounts are with CISC. There is a separate CISC brokerage agreement that must be executed.

E. Signature

IRA Holder must sign below:

Signature of IRA Holder	Date	Print Name
	8/17/10	SHIRLEY BERNSTEIN
Authorized Signature of Trustee or Custodian	Date	Print Name
John M Christian	8-18-10	John G Christian

F. Spousal Consent – *This section must be completed*

Current Marital Status

☐ **I Am Not Married – I understand that if I become married in the future, I must complete a new IRA Designation of Beneficiaries Form.**

☒ **I Am Married – I understand that if I choose to designate a primary beneficiary other than my spouse, or in addition to my spouse, my spouse must sign below.**

I am the spouse of the above-named IRA holder. I acknowledge that I have received a fair and reasonable disclosure of my spouse's property and financial obligations. Due to the tax consequences of giving up my interest in this IRA, I have been advised to see a tax or legal advisor.

I hereby give the IRA holder any interest I have in the funds or property deposited in this IRA and consent to the beneficiary designation(s) indicated above. I assume full responsibility for any adverse consequences that may result. No tax or legal advice was given to me by the Trustee or Custodian.

SPOUSE: SIGN HERE ONLY IF A PRIMARY BENEFICIARY OTHER THAN, OR IN ADDITION, TO YOU IS DESIGNATED.

Signature of Spouse	Date	Print Name

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J.P. Morgan Personal Account Application

J.P.Morgan

A. Account Owner(s) Information

Primary Account Owner:
Name SHIRLEY BERNSTEIN

Legal Address 7020 LIONS HEAD LN
City BOCA RATON State FL Zip 33496-5931
Country UNITED STATES State of Legal Residence FL
Phone 561-477-9096
Date of Birth: 06-29-1939 (m m - d d - y y y y)
SSN#: 347-30-9749
Citizenship:
☒ U.S. ☐ U.S. Permanent Resident Alien Country of Citizenship
Name of Employer --
Occupation/Position HOMEMAKER
Address -- Phone --
City -- State -- Zip --

The following fields are required for Brokerage and IM Accounts:
Number of Dependents 0
Annual Income $ 0 | Liquid Net Worth (inv. assets) $5,000,000 | Net Worth excl. prim. res. $12,000,000

Joint Account Owner:
Name
Legal Address
City State Zip
Country State of Legal Residence
Phone
Date of Birth: __ __ - __ __ - __ __ __ __ (m m - d d - y y y y)
SSN#: __ __ __ - __ __ - __ __ __ __
Citizenship:
☐ U.S. ☐ U.S. Permanent Resident Alien Country of Citizenship
Name of Employer
Occupation/Position
Address Phone
City State Zip

The following field is required for Brokerage and IM Accounts:
Annual Income $

B. Account Information

Title of Account: SHIRLEY BERNSTEIN

☒ Individual ☐ Joint (JTWROS/JAWROS for TX residents) ☐ Tenants in Common ☐ Tenants by the Entirety
☐ Community Property ☐ In trust for (POD for TX residents) ☐ UTMA/UGMA ☐ Transfer on Death (TOD)

I have applied to open the following accounts (check all that apply):
☐ Checking Account ☐ Money Market Deposit Account/ Savings ☐ Investment Management/Third Party Manager/ Thematic Advisory Portfolio (TAP) (discretionary)
☒ Asset/Brokerage ☐ Asset/Brokerage with Private Asset Management Account
☐ Asset/Custody ☐ Asset/Custody with Private Asset Management Account

I hereby apply for a Line of Credit linked to my Asset Account ☐ Yes (U-1 form will be provided) ☐ No
Please be advised that if you have another account with the same feature, this is not applicable.

☒ Traditional IRA Asset/ Brokerage ☒ Traditional IRA Investment Management/Third Party Manager ☐ Roth IRA Asset/Brokerage ☐ Roth IRA Investment Management/Third Party Manager

Each account I open is subject to the security interest provisions in the Agreement (as defined below in "E. Agreement") and is pledged as Collateral for all my Obligations.

C. Authorized Persons for Information Access

The following individuals are authorized to inquire about and receive all information about my accounts and transactions, including access to account information made available on J.P. Morgan websites:

Name Name

D. Brokerage Information (required for JPMSI Brokerage accounts only*)

By checking the box below I consent to the electronic delivery of all information including, but not limited to, communications, prospectuses, and marketing and sales documents relating to my securities activity for all investment products including both registered and unregistered offerings.

(☒ I may be notified by e-mail regarding the above) (e-Mail Address: Shirley_Adelphia@Comcast.Net)

Marital Status of Primary Account Owner: ☒ Married ☐ Single ☐ Divorced ☐ Widowed

Spouse Information (If spouse is not the joint account owner, please complete this section.)

Name SIMON BERNSTEIN Name of Employer LIFE INSURANCE CONCEPTS

Occupation/Position CHAIRMAN Annual Income ($)500,000

J.P. Morgan Use Only SHIRLEY BERNSTEIN IRA R/O Title 9505126 SPN CAS
1 of 2 Adelstein Todd Banker/Investor 06/10 US1050

J.P. Morgan Personal Account Application

J.P.Morgan

D. *Continued* - Brokerage Information (required for Brokerage accounts only)

Investment Opportunities and Risk Tolerance

My objective for this account (check one): ☐ Capital Preservation ☐ Income Generation ☒ Capital Appreciation

Speculative or aggressive investments that may generate higher returns but may be riskier than other investments because I may lose all or part of my investment (check one):

☒ Are permitted in this account ☐ Are not permitted in this account

Primary source of income: ☒ Investments ☐ Compensation ☐ Pension ☐ Other _____

Please indicate the number of years of personal trading experience for the authorized party(s) on this account:

Stocks 30 Bonds 30 Structured Products 0 Options 20 Emerging Markets 10 Hedge Funds/Private Placements 10

I currently have brokerage accounts with the following firms: OPPENHEIMER FUNDS

Authorized Persons for Brokerage Trading

The following individuals shall be authorized to trade in the account (a Power of Attorney will be provided).

Name _____ Name _____

Affiliations (all account owners)

I, my spouse or another family member is, or has been, a director, corporate officer, control person, affiliate or an owner of 10% of a public corporation's stock: ☐ Yes ☑ No

If yes, name of person _____ Name of corporation _____

If yes, is the corporation traded publicly on a U. S. stock exchange? ☐ Yes ☑ No

I, my spouse or another family member or an individual controlling the account is employed by or associated with a U.S. Broker-Dealer: ☐ Yes ☑ No

If yes, name of Broker-Dealer _____ Name of employee/associated person _____

If yes, Broker-Dealer must provide written permission on corporate letterhead to open a Brokerage or Margin Account.

Custodian (if applicable)

☒ JPMorgan Chase Bank, N.A. ☐ Other (please specify) _____

Margin Account Requested?

☐ Yes ☒ No

Options trading (required for exchange traded options, over-the-counter traded options or structured products)

☒ Yes (a Derivatives Approval form will be required) ☐ No

E. Agreement

I have read, understand and agree to this application and either the General Terms for Accounts and Services and the Account Agreement or, for certain checking or savings deposit accounts, the Account Rules and Regulations (in each case, our "Agreement"). The Agreement, with amendments from time to time, generally will apply to any future account, product or service that we agree upon orally, electronically or otherwise, although certain accounts, products or services may require additional documentation. This Agreement (including this application) is a security agreement** under Article 9 of the Uniform Commercial Code, as amended from time to time. I have read and consent to the terms of J.P. Morgan's Private Bank and Private Wealth Management Privacy Policy, including the manner in which my information is received and used, and that upon opening an account with J.P. Morgan's Private Bank or Private Wealth Management (together described as the "Private Client Businesses" in the Policy) my information will be used by one or more members of the Private Client Businesses' family of companies (as listed in the Policy) in order to make available to me the products and services available through the Private Client Businesses. ***

* Chase Private Client brokerage accounts are with CISC. There is a separate CISC brokerage agreement that must be executed.

** Chase Private Clients are not entering into a security agreement. *** Chase Private Clients are subject to the Chase Privacy Policy.

F. Pre-dispute Arbitration

By signing below, I acknowledge agreement to arbitrate any controversies arising out of the Margin or Brokerage Agreements with J.P. Morgan Securities Inc.*, in accordance with paragraph 11 of the Brokerage Agreement that I have received. Paragraph 11 is located on pages 5-7 of the standalone Brokerage Account Agreement, or on pages 14-15 of the General Terms for Accounts and Services.

G. Signature

All accountholders are required to sign below. **Please note:** any changes not initialed by you, or any information that remains missing on these forms will cause a delay in opening your account and may require us to send the application back to you.

⇨ _____ 8/17/10 SHIRLEY BERNSTEIN

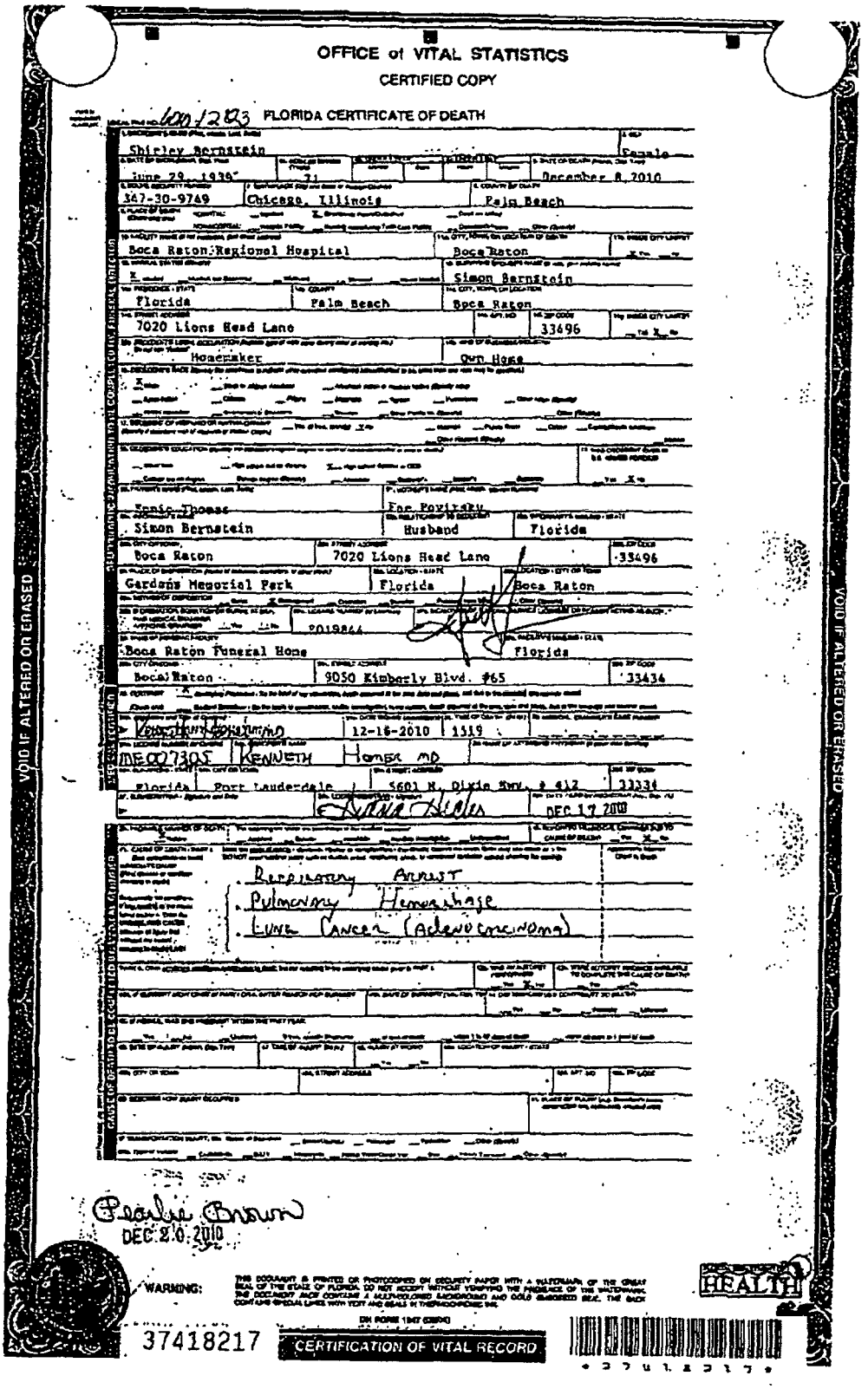
Signature (Accountholder) Date Print Name

⇨ _____

Signature (Accountholder) Date Print Name

J.P. Morgan Use Only SHIRLEY BERNSTEIN IRA R/OTitle 9505126 SPN CAS

2 of 2 Adelstein Todd Banker/Investor 06/10 **US1050**



OFFICE of VITAL STATISTICS

CERTIFIED COPY

1001283 FLORIDA CERTIFICATE OF DEATH

Shirley Bernstein — Female

June 29, 1939 — 71 — December 8, 2010

347-30-9749 — Chicago, Illinois — Palm Beach

Boca Raton Regional Hospital — Boca Raton

Simon Bernstein

Florida — Palm Beach — Boca Raton

7020 Lions Head Lane — 33496

Homemaker — Own Home

Sonia Thoese — For Povitsky

Simon Bernstein — Husband — Florida

Boca Raton — 7020 Lions Head Lane — 33496

Gardens Memorial Park — Florida — Boca Raton

Boca Raton Funeral Home — Florida

Boca Raton — 9050 Kimberly Blvd. #65 — 33434

12-16-2010 — 1519

ME0073OS — KENNETH Homer MD

Florida — Fort Lauderdale — 5601 N. Dixie Hwy. # 412 — 33334

DEC 17 2010

a. Respiratory Arrest

b. Pulmonary Hemorrhage

c. Lung Cancer (Adenocarcinoma)

DEC 20 2010

VOID IF ALTERED OR ERASED

WARNING: THIS DOCUMENT IS PRINTED OR PHOTOCOPIED ON SECURITY PAPER WITH A WATERMARK OF THE GREAT SEAL OF THE STATE OF FLORIDA. DO NOT ACCEPT WITHOUT VERIFYING THE PRESENCE OF THE WATERMARK. THE DOCUMENT ALSO CONTAINS A MULTICOLORED BACKGROUND AND GOLD EMBOSSED SEAL. THE BACK CONTAINS SPECIAL LINES WITH TEXT AND SEALS IN THERMOCHROMIC INK.

HEALTH

37418217

CERTIFICATION OF VITAL RECORD

37418217

1015661 92

J.P. Morgan IRA Account Application

J.P.Morgan

Required for IRA accounts in addition to the J.P. Morgan Personal Account Application

A. Account Information

Account Title JPMORGAN CHASE BANK NA, AS CUSTODIAN FOR SIMON BERNSTEIN IRA ROLLOVER

B. IRA Type

☐ Regular or Spousal ☒ Trustee to Trustee Transfer ☐ Rollover (including a direct rollover from an employer's plan)

C. Designation of Beneficiary(ies)

The following individual(s) or entity(ies) shall be my primary and/or contingent beneficiary(ies). **If neither primary nor contingent is indicated, the individual or entity will be deemed to be a primary beneficiary.** If more than one primary beneficiary is designated and no distribution percentages are indicated, the beneficiaries will be deemed to own equal share percentages in the IRA. Multiple contingent beneficiaries with no share percentage indicated will also be deemed to share equally.

If any primary or contingent beneficiary dies before me, his or her interest and the interest of his or her heirs shall terminate completely, and the percentage share of any remaining beneficiary(ies) shall be increased on a pro rata basis. If no primary beneficiary(ies) survives me, the contingent beneficiary(ies) shall acquire the designated share of my IRA. If I do not designate a valid beneficiary, or if all of my primary and contingent beneficiary(ies) predecease me, my estate will be the beneficiary.

Beneficiary Name 1 SHIRLEY BERNSTEIN

Address 7020 LIONS HEAD LN

City BOCA RATON State FL Zip 334965931

Country US Relationship SPOUSE Share % 100

☒ Primary ☐ Contingent

Date of Birth: 06-29-1939 (m m - d d - y y y y)

SSN#: 347-30-9749

Beneficiary Name 2

Address

City State Zip

Country Relationship Share %

☐ Primary ☐ Contingent

Date of Birth: (m m - d d - y y y y)

SSN#:

Beneficiary Name 3

Address

City State Zip

Country Relationship Share %

☐ Primary ☐ Contingent

Date of Birth: (m m - d d - y y y y)

SSN#:

Beneficiary Name 4

Address

City State Zip

Country Relationship Share %

☐ Primary ☐ Contingent

Date of Birth: (m m - d d - y y y y)

SSN#:

This application must be completed before Morgan will be able to provide financial services. I must also notify you of any future changes to any information contained in this application.

D. Agreement

I acknowledge that I have received a copy of Morgan's current fee schedule, and that the Trustee or Custodian is entitled to compensation at the rates stated in its regularly published schedules of compensation when payable, notwithstanding that such compensation may be greater than that now in effect. If no alternative payment instructions have been established, this individual retirement account will be charged accordingly. If my assets include Morgan-Advised Funds, or Morgan-managed and affiliated Funds, as defined in the General Terms, the fees with respect to those Funds are described in the prospectus and related materials. If I have elected brokerage with JPMSI, transaction and other fees will be charged under my Brokerage Account Agreement.

I understand that I may not elect a Line of Credit in connection with an IRA.

I understand that you do not give tax or legal advice, and that I am advised to consult a lawyer or tax advisor about tax, legal, and estate-planning issues affecting my accounts.

I assume complete responsibility for:

1. Determining that I am eligible for an IRA each year I make a contribution;
2. Insuring that all contributions I make are within the limits set by the tax laws;
3. The tax consequences of any contribution (including rollover contributions) and distribution.

I certify, as the accountholder signing below and under penalties of perjury, that the number on this application is my correct taxpayer identification number.

CONTINUED ON PAGE 2

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J.P. Morgan IRA Account Application

J.P.Morgan

Required for IRA accounts in addition to the J.P. Morgan Personal Account Application

If I have elected to open an Investment Management /Third Party Manager (discretionary) account, my IRA assets will be managed by a Morgan Affiliate as Trustee and the following Terms shall also apply:

My Agreement with the Trustee is comprised of this Application; the Trust IRA Investment Management Agreement (which is a 5305 Plan Agreement) and the Financial Disclosure and Disclosure Statement included with it; the provisions of the General Terms incorporated in it by reference; the Fee Schedules; Disclosures; and any Supplemental Forms. In addition, I am entering into the Investment Management Agreement and the Third Party Manager Advisory Agreement. By signing this Application, I acknowledge that I have received copies of, read, and agreed to, all the documents that comprise my Agreement with the Trustee, the Investment Management Agreement, and the Third Party Manager Advisory Agreement. I understand that the terms and conditions that apply to my Individual Retirement Account are contained in or referred to in the documents listed above, and the Investment Management Agreement. Within seven days from the date I open my IRA, I may revoke it without penalty by delivering a written notice to the Trustee.

If I have elected to open an Asset or Asset/Brokerage account to manage my IRA assets, then Morgan shall act as Custodian and the following terms shall also apply*:

My Agreement with the Custodian is comprised of this Application; the Custodial IRA Asset Account Agreement (which is a 5305-A Plan Agreement) and the Financial Disclosure and Disclosure Statement included with it; the provisions of the General Terms and of the Asset Account Agreement incorporated in it by reference; the Fee Schedules; Disclosures; and any Supplemental Forms. In addition, if I have completed the Brokerage Supplement, I am entering into the Brokerage Account Agreement with JPMSI. By signing this Application, I acknowledge that I have received copies of, read, and agreed to, all the documents that comprise my Agreement with the Custodian, and the Brokerage Account Agreement, if applicable. I understand that the terms and conditions that apply to my Individual Retirement Account are contained in or referred to in the documents listed above, other than the Brokerage Account Agreement. Within seven days from the date I open my IRA, I may revoke it without penalty by delivering a written notice to the Custodian.

* Chase Private Client brokerage accounts are with CISC. There is a separate CISC brokerage agreement that must be executed.

E. Signature

IRA Holder must sign below:

Signature of IRA Holder	Date	Print Name
	8/17/10	SIMON BERNSTEIN
John H Christian	8-18-10	John G. Christian
Authorized Signature of Trustee or Custodian	Date	Print Name

F. Spousal Consent – *This section must be completed*

Current Marital Status

☐ **I Am Not Married – I understand that if I become married in the future, I must complete a new IRA Designation of Beneficiaries Form.**

☒ **I Am Married – I understand that if I choose to designate a primary beneficiary other than my spouse, or in addition to my spouse, my spouse must sign below.**

I am the spouse of the above-named IRA holder. I acknowledge that I have received a fair and reasonable disclosure of my spouse's property and financial obligations. Due to the tax consequences of giving up my interest in this IRA, I have been advised to see a tax or legal advisor.

I hereby give the IRA holder any interest I have in the funds or property deposited in this IRA and consent to the beneficiary designation(s) indicated above. I assume full responsibility for any adverse consequences that may result. No tax or legal advice was given to me by the Trustee or Custodian.

SPOUSE: SIGN HERE ONLY IF A PRIMARY BENEFICIARY OTHER THAN, OR IN ADDITION, TO YOU IS DESIGNATED.

Signature of Spouse	Date	Print Name

SIMON BERNSTEIN
C/O ARBITRAGE INT'L MARKETING
950 PENINSULA CORPORATE CIR STE 3010
BOCA RATON FL 33487-1387

J.P.Morgan

For the Period 5/1/11 to 5/31/11

Account Summary

	Account Number	Beginning Net Market Value	Ending Net Market Value	Change In Value	Start on Page
Investment Account(s)					
SIMON BERNSTEIN TOD S BERNSTEIN	W32578002[1]	0.00	0.00	0.00	4
SIMON BERNSTEIN TOD S BERNSTEIN	24208956[2]	0.00	0.00	0.00	5
SIMON BERNSTEIN IRA ROLLOVER	W32585007[1]	357,731.20	759,529.38	401,798.18	6
Total Value		**$357,731.20**	**$759,529.38**	**$401,798.18**	
Statement Disclosures					21

This account summary is provided for informational purposes and includes assets at different entities.

(1) Assets held at JPMorgan Chase Bank, N.A., member Federal Deposit Insurance Corporation ("FDIC"), except for exchange-listed options, which are held at JPMorgan Clearing Corporation ("JPMCC"). The Asset Account Statement reflects brokerage transactions executed through J.P. Morgan Securities LLC ("JPMS"), see "Portfolio Activity Detail". Equity securities, fixed income securities, and listed options transactions are generally cleared through JPMCC, a wholly owned subsidiary of JPMS. Please see "Additional Information About Your Accounts" at the end of the Asset Account Statement.

(2) Assets held in Margin Account at JPMCC, member Financial Regulatory Authority ("FINRA") and Securities Insurance Protection Corporation ("SIPC"). The Margin Account Statement reflects brokerage transactions executed by JPMS, see "Portfolio Activity Detail". Such transactions are cleared and carried through JPMCC.

For important information regarding your accounts refer to the rear of your statement

Client News

Switch to Paperless and Plant a Tree

J.P. Morgan is partnering with the Arbor Day Foundation to plant a tree for every statement or document you switch to paperless delivery - it's easy to make the switch. To go paperless, please log into jpmorganonline.com and select the "Statements & Documents" tab and then select the "Go paperless and stop receiving paper statements" link. Or, contact your J.P. Morgan Service Team for assistance.

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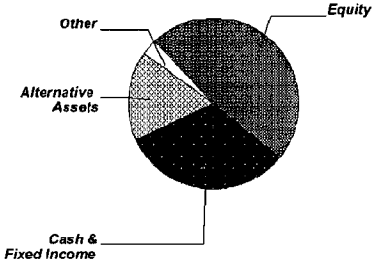
For the Period 5/1/11 to 5/31/11

Consolidated Summary

INVESTMENT ACCOUNTS

Asset Allocation	Beginning Market Value	Ending Market Value	Change In Value	Estimated Annual Income	Current Allocation
Equity	184,568.49	376,772.19	192,203.70	6,046.58	50%
Alternative Assets	70,961.41	129,185.69	58,224.28	211.25	17%
Cash & Fixed Income	102,201.23	244,606.13	142,404.90	10,215.98	32%
Other	0.00	8,964.89	8,964.89		1%
Market Value	**$357,731.13**	**$759,528.90**	**$401,797.77**	**$16,473.81**	**100%**
Accruals	0.07	0.48	0.41		
Market Value with Accruals	**$357,731.20**	**$759,529.38**	**$401,798.18**		

Asset Allocation



Portfolio Activity	Current Period Value	Year-to-Date Value
Beginning Market Value	**357,731.13**	**330,378.96**
Net Contributions/Withdrawals	404,165.48	404,140.21
Income & Distributions	640.07	2,770.95
Change in Investment Value	(3,007.78)	22,238.78
Ending Market Value	**$759,528.90**	**$759,528.90**
Accruals	0.48	0.48
Market Value with Accruals	**$759,529.38**	**$759,529.38**

This Consolidated Summary shows all of your investments at J.P. Morgan other than investments we hold in trust for you. These investments may be held in custody or investment management account at JPMorgan Chase Bank, N.A. (the "Bank") or in a brokerage or margin account at J.P. Morgan Clearing Corp. ("JPMCC"). Brokerage and margin accounts are non-discretionary and all investment decisions are made by the client. J.P. Morgan Securities LLC ("JPMS") does not provide advice on asset allocation or investment management services, nor do its personnel take discretion over any client accounts. Such advice and services are provided exclusively by the Bank.

Consolidated Summary CONTINUED

INVESTMENT ACCOUNT(S) YEAR-TO-DATE

Portfolio Activity	Account Number	Beginning Market Value	Net Contributions/ Withdrawals	Income & Distributions	Change in Investment Value	Ending Market Value with Accruals
SIMON BERNSTEIN TOD S BERNSTEIN	W32578002	0.00	(25.27)		25.27	0.00
SIMON BERNSTEIN IRA ROLLOVER	W32585007	330,378.96	404,165.48	2,770.95	22,213.51	759,529.38
Total Value		**$330,378.96**	**$404,140.21**	**$2,770.95**	**$22,238.78**	**$759,529.38**

Tax Summary	Account Number	Taxable Income	Tax-Exempt Income	Other Income & Receipts	Realized Gain/Loss Short-term	Realized Gain/Loss Long-term	Unrealized Gain/Loss[1]
SIMON BERNSTEIN IRA ROLLOVER	W32585007	2,770.95			(905.34)	(24.01)	316,993.99

[1]Unrealized Gain/Loss represents data from the time of account inception to the current statement period.

JPMorgan Chase Bank, N.A.
270 Park Avenue, New York, NY 10017-2014

SIMON BERNSTEIN TOD S BERNSTEIN ACCT. W32578002
For the Period 5/1/11 to 5/31/11

Asset Account

J.P. Morgan Team		
Todd Adelstein	Banker	561/995-5053
Christopher Prindle	Investment Specialist	561/838-4669
Kimberly Chapman	Client Service Team	877/576-0417
Marcos Bonfante	Client Service Team	
Lance Rushing	Client Service Team	
Christopher Bernat	Client Service Team	
Sandra Harding	Client Service Team	
Online access	**www.MorganOnline.com**	

No market value or activity to report during this period

For important information regarding your accounts refer to the rear of your statement

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J.P. Morgan Securities LLC
383 Madison Avenue, New York, NY 10179

SIMON BERNSTEIN TOD S BERNSTEIN ACCT. 24208956
For the Period 5/1/11 to 5/31/11

Margin Account

J.P. Morgan Team		
Todd Adelstein	Banker	561/995-5053
Christopher Prindle	Investment Specialist	561/838-4669
Kimberly Chapman	Client Service Team	877/576-0417
Marcos Bonfante	Client Service Team	
Lance Rushing	Client Service Team	
Christopher Bernat	Client Service Team	
Sandra Harding	Client Service Team	
Online access	**www.MorganOnline.com**	

Transactions cleared and carried through J.P. Morgan Clearing Corp. - Three Chase Metrotech Center, Brooklyn, NY 11245-0001, (347) 643-2578

No market value or activity to report during this period

For important information regarding your accounts refer to the rear of your statement

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JPMorgan Chase Bank, N.A.
270 Park Avenue, New York, NY 10017-2014

SIMON BERNSTEIN IRA ROLLOVER ACCT. W32585007
For the Period 5/1/11 to 5/31/11

Asset Account

J.P. Morgan Team		
Todd Adelstein	Banker	561/995-5053
Christopher Prindle	Investment Specialist	561/838-4669
Kimberly Chapman	Client Service Team	877/576-0417
Marcos Bonfante	Client Service Team	
Lance Rushing	Client Service Team	
Christopher Bernat	Client Service Team	
Sandra Harding	Client Service Team	
Online access	**www.MorganOnline.com**	

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Other Assets	11
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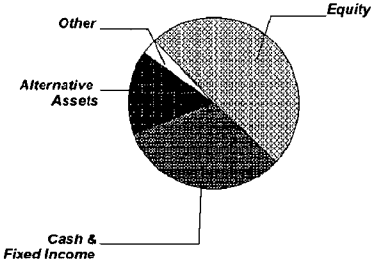
For important information regarding your accounts refer to the rear of your statement

Account Summary

Asset Allocation	Beginning Market Value	Ending Market Value	Change In Value	Estimated Annual Income	Current Allocation
Equity	184,568.49	376,772.19	192,203.70	6,046.58	51%
Alternative Assets	70,961.41	129,185.69	58,224.28	211.25	16%
Cash & Fixed Income	102,201.23	244,606.13	142,404.90	10,215.98	32%
Other	0.00	8,964.89	8,964.89		1%
Market Value	**$357,731.13**	**$759,528.90**	**$401,797.77**	**$16,473.81**	**100%**
Accruals	0.07	0.48	0.41		
Market Value with Accruals	**$357,731.20**	**$759,529.38**	**$401,798.18**		

Asset Allocation



Portfolio Activity	Current Period Value	Year-to-Date Value
Beginning Market Value	**357,731.13**	**330,378.96**
Contributions	25,465.99	25,465.99
Securities Transferred In	378,699.49	378,699.49
Net Contributions/Withdrawals	**$404,165.48**	**$404,165.48**
Income & Distributions	640.07	2,770.95
Change In Investment Value	(3,007.78)	22,213.51
Ending Market Value	**$759,528.90**	**$759,528.90**
Accruals	0.48	0.48
Market Value with Accruals	**$759,529.38**	**$759,529.38**

Account Summary CONTINUED

Tax Summary	Current Period Value	Year-to-Date Value
Domestic Dividends/Distributions	640.00	2,769.56
Interest Income	0.07	1.39
Taxable Income	**$640.07**	**$2,770.95**

	Current Period Value	Year-to-Date Value
ST Realized Gain/Loss		(905.34)
LT Realized Gain/Loss		(24.01)
Realized Gain/Loss		**($929.35)**

	To-Date Value
Unrealized Gain/Loss	**$316,993.99**

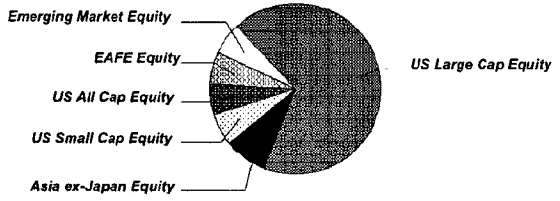
Cost Summary	Cost
Equity	271,427.33
Cash & Fixed Income	66,574.65
Other	10,035.37
Total	**$348,037.35**

Equity Summary

Asset Categories	Beginning Market Value	Ending Market Value	Change In Value	Current Allocation
US Large Cap Equity	127,180.10	253,973.13	126,793.03	35%
US Small Cap Equity	10,669.63	23,511.93	12,842.30	3%
US All Cap Equity	12,300.26	26,475.52	14,175.26	3%
EAFE Equity	10,343.98	21,845.12	11,501.14	3%
Asia ex-Japan Equity	12,482.14	26,714.55	14,232.41	4%
Emerging Market Equity	11,592.38	24,251.94	12,659.56	3%
Total Value	**$184,568.49**	**$376,772.19**	**$192,203.70**	**51%**

Market Value/Cost	Current Period Value
Market Value	376,772.19
Tax Cost	271,427.33
Unrealized Gain/Loss	105,344.86
Estimated Annual Income	6,046.58
Yield	1.60%

Asset Categories



Equity as a percentage of your portfolio - 51 %

Equity Detail

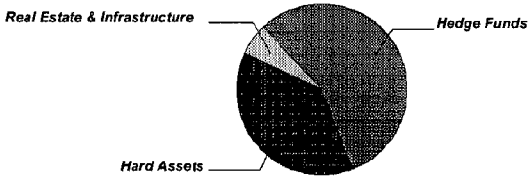
	Price	Quantity	Value	Adjusted Tax Cost / Original Cost	Unrealized Gain/Loss	Est. Annual Inc. / Accrued Div.	Yield
US Large Cap Equity							
HUSSMAN STRATEGIC GROWTH FUND 448108-10-0 HSGF X	12.26	2,253.903	27,632.85	29,582.29	(1,949.44)	63.10	0.23%
ISHARES RUSSELL 1000 VALUE INDEX FUND 464287-59-8 IWD	69.74	1,135.000	79,154.90	53,320.81	25,834.09	1,506.14	1.90%
ISHARES RUSSELL 1000 GROWTH INDEX FUND 464287-61-4 IWF	61.77	806.000	49,786.62	32,403.66	17,382.96	610.14	1.23%
ISHARES DJ SELECT DIVIDEND INDEX FUND 464287-16-8 DVY	54.11	913.000	49,402.43	32,299.02	17,103.41	1,598.66	3.24%
MORGAN STANLEY TECHNOLOGY ETF 78464A-10-2 MTK	68.29	477.000	32,574.33	17,877.74	14,696.59	145.00	0.45%
SECTOR SPDR TRUST S/B/I-ENERGY 81369Y-50-6 XLE	77.11	200.000	15,422.00	15,219.74	202.26	209.80	1.36%
Total US Large Cap Equity			**$253,973.13**	**$180,703.26**	**$73,269.87**	**$4,132.84**	**1.63%**
US Small Cap Equity							
VANGUARD HEALTH CARE ETF 92204A-50-4 VHT	65.13	361.000	23,511.93	16,876.22	6,635.71	353.41	1.50%

	Price	Quantity	Value	Adjusted Tax Cost / Original Cost	Unrealized Gain/Loss	Est. Annual Inc. / Accrued Div.	Yield
US All Cap Equity							
GATEWAY TRUST FUND 367829-20-7 GATE X	26.89	984.586	26,475.52	23,210.86	3,264.66	404.66	1.53%
EAFE Equity							
ISHARES MSCI EAFE INDEX FUND 464287-46-5 EFA	62.06	352.000	21,845.12	16,057.89	5,787.23	491.74	2.25%
Asia ex-Japan Equity							
T ROWE PRICE INTERNATIONAL FUNDS INC NEW ASIA FUND 77956H-50-0 PRAS X	19.82	1,347.858	26,714.55	21,991.79	4,722.76	121.30	0.45%
Emerging Market Equity							
I SHARES S&P LATIN AMERICAN 40 INDEX FUND 464287-39-0 ILF	52.38	463.000	24,251.94	12,587.31	11,664.63	542.63	2.24%

Alternative Assets Summary

Asset Categories	Beginning Estimated Value	Ending Estimated Value	Change In Value	Current Allocation
Hedge Funds	32,386.78	69,972.81	37,586.03	9%
Real Estate & Infrastructure	10,587.27	10,746.48	159.21	1%
Hard Assets	27,987.36	48,466.40	20,479.04	6%
Total Value	**$70,961.41**	**$129,185.69**	**$58,224.28**	**16%**

Asset Categories



Alternative Assets as a percentage of your portfolio - 16 %

Alternative Assets Detail

	Price	Quantity	Estimated Value	Cost
Hedge Funds				
JPM TR I HIGHBRIDGE STATISTICAL -SEL 4812A2-43-9 HSKS X	15.45	2,535.905	39,179.73	41,024.66
THE ARBITRAGE FUND-R 03875R-10-6 ARBF X	12.77	2,411.361	30,793.08	28,843.33
Total Hedge Funds			**$69,972.81**	**$69,867.99**

	Quantity/Original Commitment Amount	Cost/Net Capital Called Since Inception	Net Distributions Since Inception	Estimated Value	Est. Annual Inc. Accrued Div.	Yield
Real Estate & Infrastructure						
JPM US REAL ESTATE FD - SEL 4812C0-61-3 SUIE X	612.34	10,054.63		10,746.48	211.25	1.97%

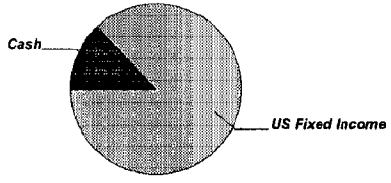
Amounts shown above under "Estimated Value" for private equity funds are estimates based on the latest fund values received from each underlying fund, which value may be as of a date (underlying fund value date) prior to the period covered by this statement. The values provided by the underlying fund have been adjusted for any cash flows between your account and such fund that have occurred subsequent to the underlying fund value date to derive the "Estimated Value". Therefore, such "Estimated Value" may not reflect the value of your interest shown on any fund's actual books and records as of the date of this statement. For additional information, please contact your J.P. Morgan representative.
For private equity funds, Estimated Values are based on estimates provided by the underlying funds that are generally presented on a US GAAP basis, which records investments at fair value, or "marked-to-market". Most of these underlying funds also present their audited financial statements on a US GAAP basis (i.e., "marked-to-market"). However, some of these underlying funds present their audited financial statements using the Income Tax Basis of Accounting, which records investments "at cost" based on the accrual basis of accounting for Federal income taxes. Where the underlying fund provides periodic estimates on a "marked-to-market" basis but reflects investments "at cost" in its audited financial statements, the marked-to-market Estimated Value shown herein for a private equity fund may be materially different from the value reflected on such fund's audited financial statements (which are also based on the audited financial statements of the underlying fund).

	Price	Quantity	Estimated Value	Cost
Hard Assets				
ISHARES SILVER TRUST 46428Q-10-9 SLV	37.60	1,289.000	48,466.40	14,574.94

Cash & Fixed Income Summary

Asset Categories	Beginning Market Value	Ending Market Value	Change In Value	Current Allocation
Cash	2,991.49	28,515.67	25,524.18	4%
US Fixed Income	99,209.74	216,090.46	116,880.72	28%
Total Value	**$102,201.23**	**$244,606.13**	**$142,404.90**	**32%**

Asset Categories



Market Value/Cost	Current Period Value
Market Value	244,606.13
Tax Cost	66,574.65
Unrealized Gain/Loss	178,031.48
Estimated Annual Income	10,215.98
Accrued Interest	0.48
Yield	4.17%

Cash & Fixed Income as a percentage of your portfolio - 32 %

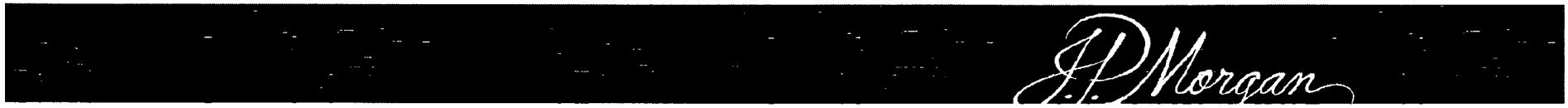
SUMMARY BY MATURITY

Cash & Fixed Income	Market Value	% of Bond Portfolio
0-6 months[1]	244,606.13	100%

[1] The years indicate the number of years until the bond is scheduled to mature based on the statement end date. Some bonds may be called, or paid in full, before their stated maturity.

SUMMARY BY TYPE

Cash & Fixed Income	Market Value	% of Bond Portfolio
Cash	28,515.67	11%
Mutual Funds	216,090.46	89%
Total Value	**$244,606.13**	**100%**



Note: [1] This is the Annual Percentage Yield (APY) which is the rate earned if balances remain on deposit for a full year with compounding, there is no change in the interest rate and all interest is left in the account.

Cash & Fixed Income Detail

	Price	Quantity	Value	Adjusted Tax Cost / Original Cost	Unrealized Gain/Loss	Est. Annual Income / Accrued Interest	Yield
Cash							
US DOLLAR	1.00	28,515.67	28,515.67	28,515.67		8.55 0.48	0.03 % [1]
US Fixed Income							
LOOMIS SAYLES FDS I BOND FD RETAIL 543495-83-2	14.95	7,822.54	116,946.91	4,444.97	112,501.94	6,046.82	5.17 %
LORD ABBET INVT TR TOTAL RETURN A 543916-84-5	10.90	6,079.70	66,268.75	4,244.60	62,024.15	2,632.51	3.97 %
ISHARES IBOXX $ INVESTMENT GRADE CORPORATE BOND FUND 464287-24-2	111.44	295.00	32,874.80	29,369.41	3,505.39	1,528.10	4.65 %
Total US Fixed Income			**$216,090.46**	**$38,058.98**	**$178,031.48**	**$10,207.43**	**4.72 %**

Other Summary

Asset Categories	Beginning Estimated Value	Ending Estimated Value	Change In Value	Current Allocation
Other	0.00	8,964.89	8,964.89	1%

Market Value/Cost	Current Period Value
Estimated Value	8,964.89
Tax Cost	10,035.37
Estimated Gain/Loss	(1,070.48)

Other Detail

	Price	Quantity	Value	Adjusted Cost / Original Cost	Unrealized Gain/Loss	Accruals
Other						
RYDEX SER FDS MGD FUTRS CL H 78356A-49-1 RYMF X	25.98	345.069	8,964.89	10,035.37	(1,070.48)	

Portfolio Activity Summary

Transactions	Current Period Value	Year-To-Date Value*
Beginning Cash Balance	**2,991.49**	--
INFLOWS		
Income	640.07	2,770.95
Contributions	25,465.99	25,465.99
Total Inflows	**$26,106.06**	**$28,236.94**
TRADE ACTIVITY		
Settled Sales/Maturities/Redemptions		7,708.92
Settled Securities Purchased	(581.88)	(27,197.89)
Total Trade Activity	**($581.88)**	**($19,488.97)**
Ending Cash Balance	**$28,515.67**	--

* Year to date information is calculated on a calendar year basis.
Your account's standing instructions use a HIGH COST method for relieving assets from your position

Portfolio Activity Detail

INFLOWS & OUTFLOWS

Settle Date	Type / Selection Method	Description	Quantity / Cost	Per Unit Amount	Amount
5/2	Interest Income	DEPOSIT SWEEP INTEREST FOR APR. @ .03% RATE ON NET AVG COLLECTED BALANCE OF $2,979.82 AS OF 05/01/11			0.07
5/3	Div Domest	LORD ABBET INVT TR TOTAL RETURN A @ 0.035 PER SHARE AS OF 04/29/11 (ID: 543916-84-5)	2,814.780	0.035	97.35
5/6	Div Domest	ISHARES IBOXX $ INVESTMENT GRADE CORPORATE BOND FUND @ 0.427385 PER SHARE (ID: 464287-24-2)	136.000	0.427	58.12
5/13	IRA NonCashTransfr	ISHARES DJ SELECT DIVIDEND INDEX FUND ASSET TRANSFER FROM A/C W32603-0 S BERNSTEIN IRA DECD CLIENT REF 101522562 (ID: 464287-16-8)	490.000 17,356.76		
5/13	IRA NonCashTransfr	ISHARES IBOXX $ INVESTMENT GRADE CORPORATE BOND FUND ASSET TRANSFER FROM A/C W32603-0 S BERNSTEIN IRA DECD CLIENT REF 101522562 (ID: 464287-24-2)	159.000 15,796.79		
5/13	IRA NonCashTransfr	I SHARES S&P LATIN AMERICAN 40 INDEX FUND ASSET TRANSFER FROM A/C W32603-0 S BERNSTEIN IRA DECD CLIENT REF 101522562 (ID: 464287-39-0)	249.000 6,810.28		
5/13	IRA NonCashTransfr	ISHARES MSCI EAFE INDEX FUND ASSET TRANSFER FROM A/C W32603-0 S BERNSTEIN IRA DECD CLIENT REF 101522562 (ID: 464287-46-5)	189.000 8,635.17		
5/13	IRA NonCashTransfr	ISHARES RUSSELL 1000 VALUE INDEX FUND ASSET TRANSFER FROM A/C W32603-0 S BERNSTEIN IRA DECD CLIENT REF 101522562 (ID: 464287-59-8)	609.000 28,650.08		
5/13	IRA NonCashTransfr	ISHARES RUSSELL 1000 GROWTH INDEX FUND ASSET TRANSFER FROM A/C W32603-0 S BERNSTEIN IRA DECD CLIENT REF 101522562 (ID: 464287-61-4)	433.000 17,399.03		

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INFLOWS & OUTFLOWS

Settle Date	Type / Selection Method	Description	Quantity / Cost	Per Unit Amount	Amount
5/13	IRA NonCashTransfr	ISHARES SILVER TRUST ASSET TRANSFER FROM A/C W32603-0 S BERNSTEIN IRA DECD CLIENT REF 101522562 (ID: 46428Q-10-9)	692.000 7,868.24		
5/13	IRA NonCashTransfr	MORGAN STANLEY TECHNOLOGY ETF ASSET TRANSFER FROM A/C W32603-0 S BERNSTEIN IRA DECD CLIENT REF 101522562 (ID: 78464A-10-2)	256.000 9,437.23		
5/13	IRA NonCashTransfr	VANGUARD HEALTH CARE ETF ASSET TRANSFER FROM A/C W32603-0 S BERNSTEIN IRA DECD CLIENT REF 101522562 (ID: 92204A-50-4)	194.000 8,946.52		
5/13	IRA NonCashTransfr	JPM TR I HIGHBRIDGE STATISTICAL -SEL ASSET TRANSFER FROM A/C W32603-0 S BERNSTEIN IRA DECD CLIENT REF 101522562 (ID: 4812A2-43-9)	1,360.867 22,020.57		
5/13	IRA Cash Transfer	TRANSFER FROM ASSET A/C TO ASSET A/C.			25,465.72
5/17	IRA NonCashTransfr	THE ARBITRAGE FUND-R ASSET TRANSFER FROM A/C W32603-0 S BERNSTEIN IRA DECD (ID: 03875R-10-6)	1,294.124 15,431.29		
5/17	IRA NonCashTransfr	GATEWAY TRUST FUND ASSET TRANSFER FROM A/C W32603-0 S BERNSTEIN IRA DECD (ID: 367629-20-7)	528.514 12,440.64		
5/17	IRA NonCashTransfr	HUSSMAN STRATEGIC GROWTH FUND ASSET TRANSFER FROM A/C W32603-0 S BERNSTEIN IRA DECD (ID: 448108-10-0)	1,209.387 15,883.21		
5/17	IRA NonCashTransfr	LOOMIS SAYLES FDS I BOND FD RETAIL ASSET TRANSFER FROM A/C W32603-0 S BERNSTEIN IRA DECD (ID: 543495-83-2)	4,180.763 2,125.55		
5/17	IRA NonCashTransfr	LORD ABBET INVT TR TOTAL RETURN A ASSET TRANSFER FROM A/C W32603-0 S BERNSTEIN IRA DECD (ID: 543916-84-5)	3,264.922 2,294.19		
5/17	IRA NonCashTransfr	T ROWE PRICE INTERNATIONAL FUNDS INC NEW ASIA FUND ASSET TRANSFER FROM A/C W32603-0 S BERNSTEIN IRA DECD (ID: 77956H-50-0)	723.439 11,835.24		

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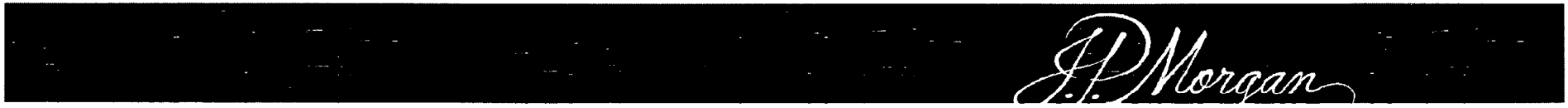

INFLOWS & OUTFLOWS

Settle Date	Type / Selection Method	Description	Quantity / Cost	Per Unit Amount	Amount
5/17	IRA NonCashTransfr	RYDEX SER FDS MGD FUTRS CL H ASSET TRANSFER FROM A/C W32603-0 S BERNSTEIN IRA DECD (ID: 78356A-49-1)	345.069 10,035.37		
5/18	IRA Cash Transfer	TRANSFER FROM ASSET A/C TO ASSET A/C.			0.27
5/26	Div Domest	LOOMIS SAYLES FDS I BOND FD RETAIL @ 0.062 PER SHARE AS OF 05/24/11 (ID: 543495-83-2)	7,822.536	0.062	484.53
Total Inflows & Outflows					**$26,106.06**

TRADE ACTIVITY

Trade Date / Settle Date	Type	Description	Quantity	Per Unit Amount	Market Cost
Settled Securities Purchased					
5/3 5/3	Purchase	LORD ABBET INVT TR TOTAL RETURN A INCOME DIVIDEND @ 0.035 PER SHAR REINVESTED @ $10.80 J.P.MORGAN SECURITIES LLC AS AGENT AS OF 04/29/11 (ID: 543916-84-5)	9.014	10.80	(97.35)
5/26 5/26	Purchase	LOOMIS SAYLES FDS I BOND FD RETAIL INCOME DIVIDEND @ 0.062 PER SHAR REINVESTED @ $14.82 J.P.MORGAN SECURITIES LLC AS AGENT AS OF 05/24/11 (ID: 543495-83-2)	32.694	14.82	(484.53)
Total Settled Securities Purchased					**($581.88)**

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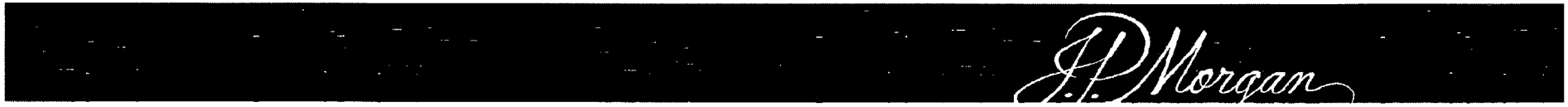

IMPORTANT INFORMATION ABOUT YOUR STATEMENT(S)

Please take the steps indicated below if you think statements are incorrect or contact your J.P.Morgan team if you require additional information about a transaction on your statement(s).
In Case of Errors or Questions About Your Electronic Transfers.

Contact your J.P. Morgan Team at one of the telephone numbers on the front of your statements or write us at at J.P. Morgan, 500 Stanton Christiana Road, 1/OPS3, Newark, DE 19713-2107 as soon as you can, if you think your statement is wrong or if you need more information about a transfer on the statement. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared. (1) Tell us your name and account number. (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information. (3) Tell us the dollar amount of the suspected error. We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

In Case of Errors or Questions About Non-Electronic Transfers (Checks or Deposits)

Contact the Bank immediately if a statement is incorrect or if you need more information about any non-electronic transactions (checks or deposits) on this statement. If any such error appears, you must notify the bank in writing as soon as possible after your statement was made available to you. For more complete details, see the applicable account agreements and appendices that govern your account.

Deposit products and services are offered by JPMorgan Chase Bank, N.A. ("JPMCB") Member FDIC.

In case of other errors or questions about your statement.

Please review your account statement and promptly report any inaccuracy or discrepancy including possible unauthorized trading activity, unrecorded dividend payments, unaccounted cash positions, improper payments or transfers in writing to both the introducing broker, JPMS and the clearing firm, JPMCC at the addresses shown on your statement. Any oral communication should be re-confirmed in writing to further protect your rights, including your rights under the Securities Investor Protection Act (SIPA). If you have any questions please contact your J.P.Morgan team.

In your written communication, please provide the following information: (1) your name and account number; (2) the dollar amount of the suspected error; and (3) a description of the error and explanation, if you can, why you believe there is an error. If you need more information, you must describe the item you are unsure about. We must receive your written communication no later than 30 days after the statement on which the error or problem appeared is sent or made available. If you do not so notify us, you agree that the statement activity and account balance(s) are correct.

Important Information about Pricing and Valuations

Market value information (including without limitation, prices, exchange rates, accrued income and bond ratings) furnished herein some of which has been provided by pricing sources or other sources that J.P. Morgan believes to be reliable, is not guaranteed for accuracy and is furnished for the exclusive use of the client.

J.P. Morgan makes no representation, warranty or guarantee, express or implied, that any quoted value represents the actual terms at which transactions or securities could be bought or sold or new transactions could be entered into, or the actual terms on which existing transactions or securities could be liquidated. Such values may only be indicative.

The current price is the value of the financial asset share, unit or contract as priced at the close of the market on the last day of the statement period or the last available price. All values provided for structured yield deposits (for example, JPMorgan London Time Deposits) reflect the original deposit amount only. The value for Real Estate, Mineral Interests and Miscellaneous Assets may not reflect the most current value of the asset.

Certain assets including but not limited to, pooled and private investments, non-publicly traded and infrequently traded securities, derivatives, partnership interests and tangible assets are generally illiquid, the value of such assets may have been provided to us by third parties who may not be independent of the issuer or manager. Such information is reflected as of the last date provided to us, and is not independently verified.

Valuations of over-the-counter derivative transactions, including certain derivatives-related deposit products, have been prepared on a mid-market basis. These valuations are derived from proprietary models based upon well-recognized financial principles and we have, when necessary to calculate the present value of future cash flows, made reasonable estimates about relevant future market conditions. Valuations based on other models or different assumptions may yield different results. J.P. Morgan expressly disclaims any responsibility for (1) the accuracy of the models or estimates used in deriving the valuations, (2) any errors or omissions in computing or disseminating the valuations, and (3) any uses to which the valuations are put. Valuations are provided for information purposes only and are intended solely for your own use. Please refer to the trade confirmation for details of each transaction.

Important Information Regarding Auction Rate Securities (ARS). ARS are debt or preferred securities with an interest or dividend rate reset periodically in an auction. Although there may be daily, weekly and monthly resets, there is no guarantee that there will be liquidity. If there are not enough bids at an auction to redeem the securities available for sale, the result may be a failed auction. In the event of a failed auction, there is no assurance that a secondary market will develop or that the security will trade at par or any other price reflected on statements and online.Accordingly, investors should not rely on pricing information appearing in their statements or online with respect to ARS. Where J.P. Morgan was unable to obtain a price from an outside service for a particular ARS, the price column on your statement and online will indicate "$0.00" which however should not be relied on as the price at which ARS would trade.

The JPMorgan Funds or The JPMorgan Institutional Funds or The American Century Funds

Shares of the funds are not bank deposits and are not guaranteed by any bank, government entity, or the FDIC. Return and share price will fluctuate and redemption value may be more or less than original cost. While the money market funds seek to maintain a stable net asset value of $1.00 per share, there is no assurance that they will continue to do so. The estimated annual income and dividend yield figures for mutual funds represent the funds' most recent income dividend annualized.

The distributor of the JPMorgan Funds is JPMorgan Distribution Services, Inc., which is an affiliate of the JPMCB. JPMCB and its affiliates receive compensation from JPMorgan Funds for provicing services. American Century Investment Services, Inc. is the distributor of the American Century Funds. American Century Investment Management Inc. serves as investment advisor to its respective fund family and receives compensation from that fund family for providing investment advisory and other services.

Shareholders of certain JPMorgan Funds are charged a redemption fee equal to 2% of the proceeds if they exchange or redeem shares of such funds within 60 days of purchase, subject to certain exceptions set forth in the prospectus of the applicable Fund. Please consult your J.P. Morgan representative for a list of the JPMorgan Funds that impose redemption fees.

These statements are not official documents for income tax reporting purposes and should not be relied upon for such purposes, including determination of Income, cost basis, or gain/Loss. Such information, which may be inaccurate, incomplete or subject to updating, should be confirmed with your records and your tax advisor.

Offshore Deposits - London and Nassau

Deposits in Foreign Branches are not insured by the FDIC or any other Agency of the Federal Government; amounts in such foreign accounts do not have the benefit of any domestic preference applicable to U.S Banks; certain Foreign accounts are considered reportable to the Internal Revenue Service on a Report of Foreign Bank and Financial Accounts (TD F 90-22.1).

You must promptly advise your J.P.Morgan representative of material changes in your investment objectives or financial situation or if you wish to modify the management of your account. Unless you inform otherwise, your J.P.Morgan representative will consider the information currently in its files to be complete and accurate.

Fund manager disclosure information available upon request

If you have an investment account that is managed by an SEC-Registered Investment Advisor, the Private Bank of J.P. Morgan will provide a copy of the advisor's Form ADV II or brochure upon written request.

Assets may be reflected herein even though they are held by a third party unaffiliated with J.P. Morgan. In such cases, unless J.P. Morgan otherwise agrees, J.P. Morgan has no responsibility for the verification, valuation, safekeeping or management of those assets.

Additional Information About Your Accounts

Securities purchased or sold through J.P.Morgan Securities LLC ("JPMS") (1) other than mutual funds, are cleared through J.P.Morgan Clearing Corp. ("JPMCC"), an affiliate of JPMS, and (2) other than exchange-listed options and securities held in margin account(s), are held in your Asset Account at JPMCB. Positions in exchange-listed options and in margin account(s) are held by JPMCC and are not delivered to or from your Asset Account. For your convenience, however, positions in exchange-listed options are presented in Asset Account statement(s) together with other assets held in such account(s). All pertinent information about your settled and pending purchases and sales effected through your JPMS account during the period covered by these statement(s), is summarized in the "Trade Activity" portion of the statement(s).

You should have received (or have made available to you) separate confirmations for each securities transaction. All transactions are subject to the terms and conditions stated on the reverse side of such confirmations and are subject to the constitution, by-laws, customs and interpretations of the marketplace where executed and governed by and construed in accordance with the laws of the State of New York and all applicable federal laws and regulations. Further information with respect to commissions and other charges related to the execution of transactions, including options transactions, has been included in confirmations that were previously furnished to you. Upon written request, JPMS will promptly supply you with the latest such information.

JPMCC and JPMS are members of the Securities Investor Protection Corp ("SIPC"), a not-for-profit membership corporation funded by broker-dealers registered with the Securities and Exchange Commission. Securities and cash held for a customer at JPMS and JPMCC are protected by SIPC up to $500,000 per customer, which includes up to $100,000 of protection for cash. SIPC does not protect against losses from fluctuations in the value of the securities. Assets held in custody by JPMCB are not subject to SIPC. You may obtain information about SIPC, including the SIPC Brochure, on their website, at "www.sipc.org" or by contacting them at (202) 371-8300.

To the extent applicable, please note the following regarding estimated annual income (EAI) and estimated yield (EY): EAI and EY for certain types of securities could include a return of principal or capital gains in which case the EAI and EY would be overstated. EAI and EY are estimates and the actual income and yield might be lower or higher than the estimated amounts. EY reflects only the income generated by an investment. It does not reflect changes in its price, which may fluctuate.

JPMS, JPMCB or their affiliates (the "J.P. Morgan Companies") may provide administrative, custodial, sales, distribution or shareholder services to JPMorgan Funds, American Century Funds, or funds established, sponsored, advised, or managed by third parties, and the J.P. Morgan Companies may be compensated for such services.

A financial statement of this organization is available to you for personal inspection at its offices, or a copy will be mailed to you upon written request.

Bank products and services are offered through JPMCB and its banking affiliates. Securities are offered by JPMS and, to the extent noted above, cleared through JPMCC.

If a partial call is made with respect to an issue of securities included in your Accounts we will allocate the call by a method we deem fair and equitable.

JPMS is not a bank and is a separate legal entity from its bank or thrift affiliates, including JPMorgan Chase Bank, N.A. ("JPMCB").

Investment Products:	**Not FDIC Insured**	**-No Bank Guarantee**	**-May Lose Value**

IMPORTANT INFORMATION ABOUT ALTERNATIVE INVESTMENTS: FOOTNOTES 1 - 4

Private Equity, Hedge Funds, Exchange Funds, Real Estate and Other Alternative Assets

1. Direct private equity investments and pooled private investments (e.g., interests in limited partnerships and limited liability companies) are generally illiquid securities. Values are estimates only and are not warranted for accuracy or completeness. Values do not represent the actual terms at which transactions or securities could be bought or sold or new transactions could be entered into or the actual terms on which existing transactions could be liquidated as of the date of this statement.

Direct private equity investments are generally valued at cost, unless there is an active secondary trading market in the securities, in which case, direct private equity investments are valued using market prices as of the close of the last business day for this statement period. Pooled private equity investments are valued according to the General Partner's or Manager's stated methodology. Please refer to the limited partnership agreement, limited liability company agreement or other operative documentation for each investment for the specific valuation methodology used by the General Partner or Manager for that investment. J.P. Morgan expressly disclaims any responsibility for (1) the accuracy of the information and the methodology used by the General Partner or Manager in deriving valuations, (2) any errors or omissions in compiling or disseminating the valuations, and (3) any use to which the valuations are put. Valuations are provided for information purposes only and are intended solely for your own use.

Hedge funds generally calculate the price (the "Net Asset Value" or " NAV"), 10-15 business days following the last business day of the month. For that reason, hedge fund NAVs shown will generally be the NAV of the month preceding this statement period. In general, the NAV is stated net of management and incentive fees. The NAV is calculated according to the General Partner's or Manager's stated methodology. Please refer to the limited partnership agreement, limited liability company agreement or other operative documentation for each hedge fund for the specific methodology used by the General Partner or Manager for that hedge fund. J.P. Morgan expressly disclaims any responsibility for (1) the accuracy of the information and the methodology used by the General Partner or Manager in deriving valuations, (2) any errors or omissions in compiling or disseminating the valuations, and (3) any use to which the valuations are put. Valuations are provided for information purposes only and are intended solely for your own use.

These statements do not provide tax reporting on private investments. Please continue to rely upon the General Partner or Manager of the investment vehicle for this information.

2. The 'Capital Called Since Inception USD' and "Cash/Security distributions Since Inception USD' columns are updated monthly to reflect activity (capital calls and distributions), if any.

3. Hedge funds generally allow subscriptions on a monthly or quarterly basis. Your interest in a hedge fund or hedge fund of funds is generally as of the first business day of the subscription period. Due to early funding requirements by the applicable fund, your account may be debited for the subscription amount prior to the subscription date. Please refer to the applicable hedge fund's operative documentation for further details.

Hedge fund redemptions are generally on a monthly, quarterly or annual basis but can sometimes be subject to a multi-year lockup before a redemption is permitted. For redemptions, there is generally a notification period that can be a long interval before the actual redemption date. Redemption proceeds are generally paid 15 calendar days after the final NAV is issued, but can be subject to a holdback of a portion of the proceeds until an annual audit of the Fund has been completed. Please refer to the applicable hedge fund's operative documentation for further details.

Global Access Portfolios share certain characteristics with hedge funds. In particular, an investor who withdraws from a Global Access Portfolio will not receive the withdrawal proceeds in their entirety until 30-60 days after completion of the Portfolio's audit, which may be 18 months or longer after the redemption date. Interest may not be paid on any proceeds pending distribution. These restrictions apply even if the investor's account at JPMorgan is closed. The Confidential Private Placement Memorandum and applicable Supplements contain other important information about the Global Access Portfolios and are available upon request.

4. Alternative assets may include publicly available mutual funds that utilize non-traditional investment management strategies, for example, strategies commonly employed by hedge funds. Mutual funds generally calculate the price (the "Net Asset Value" or "NAV") on a daily basis and mutual fund NAVs shown on your statement generally will be the NAV as of the close of the last business day for this statement period. Please refer to the applicable mutual fund prospectus for further details. If the applicable mutual fund is a JPMorgan Fund, please refer to disclosures on this statement concerning JPMorgan Funds for other important information.

IMPORTANT ADDITIONAL INFORMATION SPECIFIC TO YOUR MARGIN ACCOUNT(S)

All positions in your Margin Account Portfolio(s) are held in custody at J.P. Morgan Clearing Corp. ("JPMCC"), Three Chase Metrotech Center, Brooklyn, NY 11245-0001, (347) 643-2578.

If you have a margin account with J.P.Morgan, as permitted by law we may use certain securities in such account for, among other things, settling short sales and lending the securities for short sales, and as a result may receive compensation in connection therewith.

Please keep the following in mind when using a statement to track your brokerage activity in a margin account: The statement combines your general margin account with the special memorandum account required by Section 220.6 Regulation T. As required by Regulation T, a permanent record of your separate account is available upon your request.

Free credit balances in your margin account(s) are not segregated and may be used in the operation of JPMCCs business, subject to the limitations of SEC Rule 15c3-3. Unless otherwise noted, JPMCC or its agents and depositories will hold your securities. Upon your demand, JPMCC will pay to you the amount of your free credit balance, and will deliver to you fully-paid securities held on your behalf.

Interest will be charged on any debit balance; the method of calculating interest is described in a letter sent to all margin customers.

ARBITRAGE INTERNATIONAL MANAGEMENT, LLC
BENEFICIARY DESIGNATION FORM

PARTICIPANT NAME: Simon Bernstein

SOCIAL SECURITY #: 371-32-5211

DATE OF BIRTH: 12/2/35 **DATE OF HIRE:** _____

THIS FORM IS APPLICABLE FOR: **CASH BALANCE PLAN** ✓ **401(K) PLAN** ✓

A. PRIMARY BENEFICIARY: I hereby designate the following person or persons and/or trusts as beneficiaries to receive any benefits that become payable from the Plan as a result of my death prior to the full commencement of my Plan benefits:

*You can choose 1. **OR** you can choose from 2. through 6. below.*

- *If 1. is chosen, the consent of your spouse is NOT required and therefore must NOT complete D. You must complete B. and C. below.*
- *If 1. is NOT chosen you must complete B. and C. and your spouse must complete D.*

1. [X] 100 % to my SPOUSE
2. [ ] _____% to my SPOUSE, and
3. [ ] _____% to my children per capita (i)
4. [ ] _____% to my children per stirpes (ii)
5. [ ] _____% to other beneficiaries:

   _____% to Name: _____ Relationship: _____

   _____% to Name: _____ Relationship: _____

   _____% to Name: _____ Relationship: _____

6. [ ] _____% to the following trust, created by me on, date: _____

   Name of Trust: _____

   The Trustees for this Trust are: _____

B. CONTINGENT BENEFICIARY: In the event a beneficiary designated above fails to survive me, I hereby designate the following person or persons and/or trusts as contingent beneficiaries for that portion of benefits:

Choose one or more

1. [ ] _____% to my SPOUSE
2. [ ] _____% to my children per capita (i)
3. [ ] _____% to my children per stirpes (ii)
4. [ ] The following % to other beneficiaries:

   10 % to Name: Alexandra Bernstein Relationship: Grandchild

   10 % to Name: Michael Bernstein Relationship: Grandchild

   10 % to Name: Eric Bernstein Relationship: Grandchild

5. [ ] _____% to the following trust, created by me on, date: (See attached page)

   Name of Trust: _____

   The Trustees for this Trust are: _____

(continued)

10%- Carla Friedstein

10%- Max Friedstein

10%- Molly Simon

10%- Julia Iantoni

10%- Josh Bernstein

10%- Jacob Bernstein

10%- Danny Bernstein

C. AFFIRMATION AND ACKNOWLEDGEMENT BY PARTICIPANT: All of my previous beneficiary designations, if any, are null and void. I affirm that, to the best of my knowledge, there is no court order (other than a Qualified Domestic Relations Order) that assigns any of my interest in the Plan to any other person. I hereby affirm that

[ ] I am not married or I have a court order recognizing my legal separation from my spouse; and if I was ever previously married, I have a valid decree of divorce from all ex-spouses. I acknowledge that any designation made on this form today may be invalidated upon my marriage, and agree to keep the Plan Administrator informed of any changes to my marital status.

[ ] I am presently legally married. I shall keep the Plan Administrator informed of any change to my marital status. Unless my spouse is the only primary beneficiary, my spouse has completed the SPOUSAL CONSENT below. If I am not yet age 35, I acknowledge that I will have to re-obtain the consent of my spouse to my naming a non-spouse primary beneficiary when I turn age 35.

I acknowledge that I need to fill out a new beneficiary designation form to change any designations made on this form.

Participant's Signature: _____ Date: 11/29/07.

Your spouse should NOT complete D. if you selected A.1. above.

D. SPOUSAL CONSENT: Print Name of Spouse: _____

I hereby consent to the distribution of all (or the portion specified by my spouse on the Designation of Beneficiary Form) of the benefits payable from the Plan on account of the Participant's death to the primary beneficiary named on the Designation of Beneficiary Form. I acknowledge that (1) the effect of my consent is to cause all or a portion of the Plan's Death benefits paid to a beneficiary other than me, (2) that the Participant's designation of the primary beneficiary other than me is not valid unless I consent to it (3) that my consent is irrevocable unless the Participant subsequently revokes his or her waiver, in which event my consent will again be required for the Participant to name a non-spouse beneficiary. If my spouse has waived the pre-retirement surviving spouse annuity, I acknowledge that, but for my consent, all or a portion of my spouse's benefits would be payable to me in the form of an annuity over my life, and I hereby irrevocably relinquish that right (however, should the Participant revoke his of her waiver at any time, my consent will again subsequently be required to again waive this requirement).

Signature of Spouse: _____ Date: _____

Signature of Witness: _____ Date: _____

Print Name of Witness: _____

[ ] Witness is a Plan Representative OR

[ ] Witness is a Notary Public (Complete below):

State of _____ County of _____

My Commission expires: _____

(i) A term used in the descent and distribution of the estate of one who dies without a will. It means to share and share alike according to the number of individuals. An equal share of an estate is given to each heir, all of whom stand in equal degree of relationship from a decedent. *For example, a woman died without a will. Her husband and three children predeceased her, and her only living heirs are her ten grandchildren. These grandchildren will take per capita; they will each receive one-tenth of the estate.*

(ii) A term used to denote a method used in dividing the estate of a person. In a per stirpes distribution, a group represents a deceased ancestor. The group takes the proportional share to which the deceased ancestor would have been entitled if still living. *For example, and man died without a will; his wife predeceased him. He had four children, three of whom are still living at the time of his death. The deceased child had three children, all still living. These three grandchildren will share equally in one-fourth of their grandfather's estate, the share the deceased parent would have taken if still alive. The three living children will also each receive one-fourth of the estate.*

Bernstein, Estate of Shirley 11187.005
Pleadings

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN, File No. 502011CP000653XXXXSB

Deceased.

AMENDED PETITION TO REOPEN ADMINISTRATION OF ESTATE AND APPOINT SUCCESSOR PERSONAL REPRESENTATIVE

Petitioner, Ted S. Bernstein, who has an interest in the Estate of Shirley Bernstein, as successor Personal Representative named in the decedent's Will, states as follows:

1. Letters of Administration were issued to Simon L. Bernstein on February 10, 2011.

2. An Order administratively closing the estate was issued on January 3, 2013.

3. Simon L. Bernstein died on September 13, 2012. A certified copy of the death certificate of Simon L. Bernstein is attached hereto as Exhibit "A".

4. The original of the decedent's last will, dated May 20, 2008, was previously filed with the Clerk of the Court for Palm Beach County, Florida.

5. Petitioners are unaware of any unrevoked will or codicil of decedent other than as set forth in paragraph 4.

6. Petitioner, Ted S. Bernstein, a son of the decedent who is qualified to serve pursuant to Fla. Stat. §733.304(2), whose address is 880 Berkeley Street, Boca Raton, Florida 33487, is qualified under the laws of the State of Florida to serve as successor personal representative of the decedent's estate and is entitled to preference in appointment as successor personal representative because he is the person designated to serve as successor personal representative under the decedent's Will.

7. A bank account needs to be opened and corrections made to some irregularities in the closing documents.

8. The only persons, other than Petitioner, having an interest in this proceeding are:

None

9. Petitioner wishes to reopen the estate in order to open the bank account and correct some irregularities in the closing documents.

10. Petitioner has filed with this Petition Oaths of Personal Representative, Designation of Resident Agent, and Acceptance.

Wherefore, Petitioner respectfully requests that Orders be entered authorizing the estate to be

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Reviewed October 1, 1998

reopened, appointing Petitioner as Personal Representative, and issuing Successor Letters of Administration.

Under penalties of perjury, I declare that I have read the foregoing, and the facts alleged are true, to the best of my knowledge and belief.

Signed on October 2, 2013.

Personal Representative

Ted S. Bernstein

Respectfully Submitted,
TESCHER & SPALLINA, P.A.

By: _____
ROBERT L. SPALLINA, ESQUIRE
Florida Bar No. 497381
4855 Technology Way, St. 720
Boca Raton, FL 33431
561-997-7008
rspallina@tescherspallina.com
kmoran@tescherspallina.com

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From the Desk of
Kimberly Moran

TO : File

DATE : April 17, 2013

RE : Bernstein Estates (11187.006)

On April 17, 2013, Don met with Ted Bernstein. Ted brought his mother's jewelry in a Federal Express pouch, and we put the jewelry in our Will safe.

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF
SHIRLEY BERNSTEIN,
Deceased.

File No. 502011CP000653XXXX SB
Probate Division

ORDER OF DISCHARGE

On the Petition for Discharge of SIMON BERNSTEIN, as personal representative of the Estate of Shirley Bernstein, deceased, the court finding that the estate has been fully administered and properly distributed, that claims of creditors have been paid or otherwise disposed of, that the tax imposed by Chapter 198 of the Florida Statutes, if any, has been paid, and that the personal representative should be discharged, it therefore is

ADJUDGED that the personal representative is discharged, and the surety on the personal representative's bond, if any, is released from further liability.

ORDERED on _____, 2012.

SIGNED & DATED
JAN 03 2013
JUDGE MARTIN H. COLIN

Circuit Judge

cc: Robert L. Spallina, Esquire

Bar Form No. P-5.0550
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Reviewed October 1, 1998

STATE OF FLORIDA

OFFICE of VITAL STATISTICS

CERTIFIED COPY

TYPE IN PERMANENT BLACK INK

LOCAL FILE NO. 2010-12823

FLORIDA CERTIFICATE OF DEATH

VOID IF ALTERED OR ERASED

DEMOGRAPHIC INFORMATION TO BE COMPLETED BY FUNERAL DIRECTOR

MEDICAL CERTIFIER

State of Florida, Department of Health, Vital Statistics

1. DECEDENT'S NAME (First, Middle, Last, Suffix): Shirley Bernstein
2. SEX: Female
3. DATE OF BIRTH (Month, Day, Year): June 29, 1939
4a. AGE-Last Birthday (Years): 71
4b. UNDER 1 YEAR: Months / Days
4c. UNDER 1 DAY: Hours / Minutes
5. DATE OF DEATH (Month, Day, Year): December 8, 2010
6. SOCIAL SECURITY NUMBER: 347-30-9749
7. BIRTHPLACE (City and State or Foreign Country): Chicago, Illinois
8. COUNTY OF DEATH: Palm Beach
9. PLACE OF DEATH (Check only one): HOSPITAL: ___ Inpatient X Emergency Room/Outpatient ___ Dead on Arrival; NON-HOSPITAL: ___ Hospice Facility ___ Nursing Home/Long Term Care Facility ___ Decedent's Home ___ Other (Specify)
10. FACILITY NAME (If not institution, give street address): Boca Raton Regional Hospital
11a. CITY, TOWN, OR LOCATION OF DEATH: Boca Raton
11b. INSIDE CITY LIMITS? X Yes ___ No
12. MARITAL STATUS (Specify): X Married ___ Married, but Separated ___ Widowed ___ Divorced ___ Never Married
13. SURVIVING SPOUSE'S NAME (If wife, give maiden name): Simon Bernstein
14a. RESIDENCE - STATE: Florida
14b. COUNTY: Palm Beach
14c. CITY, TOWN, OR LOCATION: Boca Raton
14d. STREET ADDRESS: 7020 Lions Head Lane
14e. APT. NO.:
14f. ZIP CODE: 33496
14g. INSIDE CITY LIMITS? ___ Yes X No
15a. DECEDENT'S USUAL OCCUPATION (Indicate type of work done during most of working life.) Do not use "Retired": Homemaker
15b. KIND OF BUSINESS/INDUSTRY: Own Home
16. DECEDENT'S RACE (Specify the race/races to indicate what decedent considered himself/herself to be. More than one race may be specified.): X White ___ Black or African American ___ American Indian or Alaskan Native (Specify tribe) ___ Asian Indian ___ Chinese ___ Filipino ___ Japanese ___ Korean ___ Vietnamese ___ Other Asian (Specify) ___ Native Hawaiian ___ Guamanian or Chamorro ___ Samoan ___ Other Pacific Isl. (Specify) ___ Other (Specify)
17. DECEDENT OF HISPANIC OR HAITIAN ORIGIN? (Specify if decedent was of Hispanic or Haitian Origin.) ___ Yes (If Yes, specify) X No ___ Mexican ___ Puerto Rican ___ Cuban ___ Central/South American ___ Other Hispanic (Specify) ___ Haitian
18. DECEDENT'S EDUCATION (Specify the decedent's highest degree or level of school completed at time of death.): ___ 8th or less ___ High school but no diploma X High school diploma or GED ___ College but no degree ___ College degree (Specify): ___ Associate ___ Bachelors ___ Master's ___ Doctorate
19. WAS DECEDENT EVER IN U.S. ARMED FORCES? ___ Yes X No
20. FATHER'S NAME (First, Middle, Last, Suffix): Ennio Thomas
21. MOTHER'S NAME (First, Middle, Maiden Surname): Fae Povitsky
22a. INFORMANT'S NAME: Simon Bernstein
22b. RELATIONSHIP TO DECEDENT: Husband
23a. INFORMANT'S MAILING - STATE: Florida
23b. CITY OR TOWN: Boca Raton
23c. STREET ADDRESS: 7020 Lions Head Lane
23d. ZIP CODE: 33496
24. PLACE OF DISPOSITION (Name of cemetery, crematory, or other place): Gardens Memorial Park
25a. LOCATION - STATE: Florida
25b. LOCATION - CITY OR TOWN: Boca Raton
25a. METHOD OF DISPOSITION: ___ Burial X Entombment ___ Cremation ___ Donation ___ Removal from State ___ Other (Specify)
25b. IF CREMATION, DONATION OR BURIAL AT SEA, WAS MEDICAL EXAMINER APPROVAL GRANTED? ___ Yes ___ No
27a. LICENSE NUMBER (or Licensee): F019844
27b. SIGNATURE OF FUNERAL SERVICE LICENSEE OR PERSON ACTING AS SUCH
28. NAME OF FUNERAL FACILITY: Boca Raton Funeral Home
28a. FACILITY'S MAILING - STATE: Florida
29b. CITY OR TOWN: Boca Raton
29c. STREET ADDRESS: 9050 Kimberly Blvd. #65
29d. ZIP CODE: 33434
30. CERTIFIER: (Check one) X Certifying Physician - To the best of my knowledge, death occurred at the time, date and place, and due to the cause(s) and manner stated. ___ Medical Examiner - On the basis of examination, and/or investigation, in my opinion, death occurred at the time, date and place, due to the cause(s) and manner stated.
31a. (Signature and Title of Certifier): Kenneth Homer MD
31b. DATE SIGNED (mm/dd/yyyy): 12-16-2010
32. TIME OF DEATH (24 hr.): 1519
33. MEDICAL EXAMINER'S CASE NUMBER:
34a. LICENSE NUMBER (of Certifier): ME0007305
34b. CERTIFIER'S NAME: KENNETH Homer MD
35. NAME OF ATTENDING PHYSICIAN (If other than Certifier):
35a. CERTIFIER'S - STATE: Florida
35b. CITY OR TOWN: Fort Lauderdale
35c. STREET ADDRESS: 5601 N. Dixie Hwy. # 412
35d. ZIP CODE: 33334
37. SUBREGISTRAR - Signature and Date:
38a. LOCAL REGISTRAR - Signature: Diana Hales
38b. DATE FILED BY REGISTRAR (Mo., Day, Yr.): DEC 17 2010

Pearlie Brown
DEC 20 2010

WARNING: THIS DOCUMENT IS PRINTED OR PHOTOCOPIED ON SECURITY PAPER WITH A WATERMARK OF THE GREAT SEAL OF THE STATE OF FLORIDA. DO NOT ACCEPT WITHOUT VERIFYING THE PRESENCE OF THE WATERMARK. THE DOCUMENT FACE CONTAINS A MULTI-COLORED BACKGROUND AND GOLD EMBOSSED SEAL. THE BACK CONTAINS SPECIAL LINES WITH TEXT AND SEALS IN THERMOCHROMIC INK.

FLORIDA DEPARTMENT OF HEALTH

DH FORM 1947 (08/04)

37418227

CERTIFICATION OF VITAL RECORD

Heritage Union Life Insurance Company
1275 Sandusky Rd Jacksonville, IL 62650-2030
Illustration based on current interest rate of 4.50%

NAME:	SIMON BERNSTEIN	TODAY'S DATE	06/15/12
POLICY NUMBER:	1009208	OPTION:	Including Cash Value
ISSUE STATUS:	47 Male NonSmoker	MODAL PREMIUM:	$27,238.00
ISSUE DATE:	December 27, 1982		Quarterly
FACE AMOUNT:	$1,689,070.00	BEGINNING ACCT VALUE:	$58,075.74

END OF YEAR	DATE	AGE	PREMIUMS	ACCOUNT VALUE AT Current rate of 4.50%	CASH VALUE AT Current rate of 4.50%	CURRENT DEATH BENEFIT	LOAN AMOUNT
30	12/27/12	77	142,235.30	73,436.63	11,824.78	1,689,070	61,611.85
31	12/27/13	78	108,952.00	73,810.76	8,810.26	1,689,070	65,000.50
32	12/27/14	79	108,952.00	64,248.27	0.00	0.00	68,575.53

This is an illustration, not a contract.
The assumptions on which this illustration is based are subject to change, unless specifically labeled 'Guaranteed'.

This illustration assumes that the currently illustrated nonguaranteed elements will continue unchanged for all years shown.
This is not likely to occur, and actual results may be more or less favorable than those shown.

Heritage Union Life Insurance Company
1275 Sandusky Rd Jacksonville, IL 62650-2030
Illustration based on current interest rate of 4.50%

NAME:	SIMON BERNSTEIN	TODAY'S DATE	06/15/12
POLICY NUMBER:	1009208	OPTION:	Induding Cash Value
ISSUE STATUS:	47 Male NonSmoker	MODAL PREMIUM:	$43,372.00
ISSUE DATE.	December 27, 1982		Quarterly
FACE AMOUNT:	$1,689,070.00	BEGINNING ACCT VALUE:	$58,075.74

END OF YEAR	DATE	AGE	PREMIUMS	ACCOUNT VALUE AT Current rate of 4.50%	CASH VALUE AT Current rate of 4.50%	CURRENT DEATH BENEFIT	LOAN AMOUNT
30	12/27/12	77	174,503.30	102,477.46	40,865.61	1,689,070	61,611.85
31	12/27/13	78	173,488.00	165,847.30	100,846.80	1,689,070	65,000.50
32	12/27/14	79	173,488.00	227,104.25	158,528.72	1,689,070	68,575.53
33	12/27/15	80	173,488.00	286,167.47	213,820.29	1,689,070	72,347.18
34	12/27/16	81	173,488.00	343,201.32	266,875.04	1,689,070	76,326.28
35	12/27/17	82	173,488.00	398,567.96	318,043.74	1,689,070	80,524.22
36	12/27/18	83	173,488.00	452,043.80	367,090.75	1,689,070	84,953.06
37	12/27/19	84	173,488.00	503,502.23	413,876.75	1,689,070	89,625.47
38	12/27/20	85	173,488.00	552,081.80	457,526.92	1,689,070	94,554.88
39	12/27/21	86	173,488.00	597,102.31	497,346.92	1,689,070	99,755.39
40	12/27/22	87	173,488.00	637,705.64	532,463.70	1,689,070	105,241 94
41	12/27/23	88	173,488.00	672,791.32	561,761.08	1,689,070	111,030.25
42	12/27/24	89	173,488.00	701,141.93	584,005.02	1,689,070	117,136.91
43	12/27/25	90	173,488.00	723,858.74	600,279.30	1,689,070	123,579.44
44	12/27/26	91	173,488.00	742,908.10	612,531.79	1,689,070	130,376.31
45	12/27/27	92	173,488.00	759,584.94	622,037.93	1,689,070	137,547.01
46	12/27/28	93	173,488.00	773,440.57	628,328.48	1,689,070	145,112.09
47	12/27/29	94	173,488.00	779,190.20	626,096.95	1,689,070	153,093.26
48	12/27/30	95	173,488.00	768,250.85	606,737.46	1,689,070	161,513.39
49	12/27/31	96	173,488.00	734,412.66	564,016.04	1,689,070	170,396.62
50	12/27/32	97	173,488.00	676,439.95	496,671.51	1,689,070	179,768.44
51	12/27/33	98	173,488.00	582,761.55	393,105.85	1,689,070	189,655.70
52	12/27/34	99	173,488.00	436,938.93	236,852.16	1,689,070	200,086.76
53	12/27/35	100	173,488.00	213,270.09	2,178.56	1,689,070	211,091.54

This is an illustration, not a contract.
The assumptions on which this illustration is based are subject to change, unless specifically labeled 'Guaranteed'.

This illustration assumes that the currently illustrated nonguaranteed elements will continue unchanged for all years shown.
This is not likely to occur, and actual results may be more or less favorable than those shown.

Kimberly Moran

From: Robert Spallina
Sent: Monday, March 19, 2012 12:01 PM
To: Kimberly Moran
Subject: FW: Patience (DCM SERVICES) 877-326-5174

Please follow-up and see what they want

From: Receptionist
Sent: Monday, March 12, 2012 12:08 PM
To: Robert Spallina; Kimberly Moran
Subject: Patience (DCM SERVICES) 877-326-5174

Regarding Shirley Bernstein

Ref# 7616605

3/28/2012

dcm services

FAX COVER

TO: KIMBERLY MORAN	FROM: PATIENCE CHANGE
FAX: 561-997-7308	DATE: 02/09/2012
PHONE:	PAGES: (including cover) 3
RE:	

Urgent For Review Please Comment Please Reply Please Recycle

The documents accompanying this fax transmission contain information from DCM Services, LLC which is confidential and/or privileged. This information is intended for the use of the individual or business named on this transmission sheet. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of this information is strictly prohibited and may constitute an invasion of privacy of the intended recipient. If you have received this telecopy in error, please immediately notify us by telephone at 1-877-326-8786.

4150 Olson Memorial Highway • Suite 200 • Minneapolis, MN 55422

P: 763.852.8620 • F: 763.852.8395 • Toll Free: 877.326.8786

dcm services

4150 OLSON MEMORIAL HIGHWAY, SUITE 200
MINNEAPOLIS, MINNESOTA 55422-4811

TELEPHONE 763-852-8620
FAX 877-326-8784
TOLL-FREE 877-326-6762

Hours (CT): 7:00 am – 9:00 pm M – TH
7:00 am – 5:00 pm F
8:00 am – 12:00 pm Sa

February 9, 2012

Re:	Estate of:	SHIRLEY BERNSTEIN
	Our Client:	HSBC Bank Nevada, N.A.
	Account No:	**********6528
	Unpaid Balance:	$17257.32
	Reference No:	7616605

Dear Sir or Madam:

We are trying to resolve the unpaid balance owed by the estate of the deceased. We will accept $15531.59 as a resolution of the full amount owed, provided payment is received in our office by 02/26/12. Please understand that it is DCM Services'/HSBC Bank Nevada, N.A.'s policy to inform you that only the estate is responsible for any outstanding balance on this account.

Please call one of our account representatives toll free at 1-877-326-6762 to confirm this arrangement or to make payment by telephone.

Cordially,
DCM Services, LLC

This company is a debt collector. We are attempting to collect a debt and any information obtained will be used for that purpose. Calls may be monitored or recorded for quality assurance purposes.

NOTICE: SEE NEXT PAGE FOR IMPORTANT INFORMATION - Page 1 of 2 -

OFFR7110

Detach Lower Portion and Return with Payment

!7616605-7110-2.9.2012!

DCM Services, LLC
4150 Olson Memorial Highway, Suite 200
Minneapolis, MN 55422-4811
ADDRESS SERVICE REQUESTED

Reference #: 7616605 Client ID: HSLD31
Unpaid Balance: $17257.32
Checks Payable to: HSBC Bank Nevada, N.A.

Amount Enclosed: $

February 9, 2012

The Estate of SHIRLEY BERNSTEIN
KIMBERLY MORAN
ROBERT L SPALLINA
4855 TECHNOLOGY WAY
BOCA RATON, FL 33431

DCM Services/HSBC
PO Box 1338
Minneapolis, MN 55440-1338

IMPORTANT INFORMATION

Under the law we are required to notify you of the following information. This list does not include a complete list of rights consumers have under State and Federal Laws.

NOTICE ABOUT ELECTRONIC CHECK CONVERSION

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

FOR COLORADO RESIDENTS

Colorado Office Information: Colorado Manager Inc. 80 Garden Center, Suite 3, Broomfield, CO 80020, (303) 920-4763.

FOR MASSACHUSETTS RESIDENTS

NOTICE OF IMPORTANT RIGHTS

YOU HAVE THE RIGHT TO MAKE A WRITTEN OR ORAL REQUEST THAT TELEPHONE CALLS REGARDING YOUR DEBT NOT BE MADE TO YOU AT YOUR PLACE OF EMPLOYMENT. ANY SUCH ORAL REQUEST WILL BE VALID FOR ONLY TEN DAYS UNLESS YOU PROVIDE WRITTEN CONFIRMATION OF THE REQUEST POSTMARKED OR DELIVERED WITHIN SEVEN DAYS OF SUCH REQUEST. YOU MAY TERMINATE THIS REQUEST BY WRITING TO THE DEBT COLLECTOR.

FOR MINNESOTA RESIDENTS

This Collection Agency is licensed by the Minnesota Department of Commerce.

FOR NEW YORK CITY RESIDENTS

New York City Department of Consumer Affairs License Number: 1239504
To discuss this account, please call our toll free number to speak with . A representative will be able to assist you during our normal business hours.

FOR NORTH CAROLINA RESIDENTS

North Carolina Permit Number: 4440

FOR TENNESSEE RESIDENTS

This Collection Agency is licensed by the Collection Service Board of the Department of Commerce and Insurance.

HSBC

PO Box 80053
Salinas, CA 93912-0053

EXECUTOR
7020 LIONS HEAD LN
BOCA RATON, FL 33496-5931

February 19, 2011

Re: Account ending in 6528
Account issued by HSBC Bank Nevada, N.A.

Dear EXECUTOR:

We agreed to accept a settlement on your Account, payable in monthly installments; however, our records indicate that you defaulted on our mutual agreement.

You had been previously advised that if at any time you default on any of the payment arrangement(s), the settlement agreement is void and your Account will be charged off as a bad debt and not a settlement. Please be aware that returned payments are considered to be in default of our agreement, unless replacement payments are received before the final payment due date specified in the agreement that was sent to you.

Due to your default, we have initiated the process to charge off this debt, and will report it to the three major consumer reporting agencies (Trans Union, Equifax, and Experian) as a bad debt.

To assist you in making other mutually agreeable payment arrangements, please contact us at 1-800-321-7880. We will resume our normal collection efforts until we hear from you.

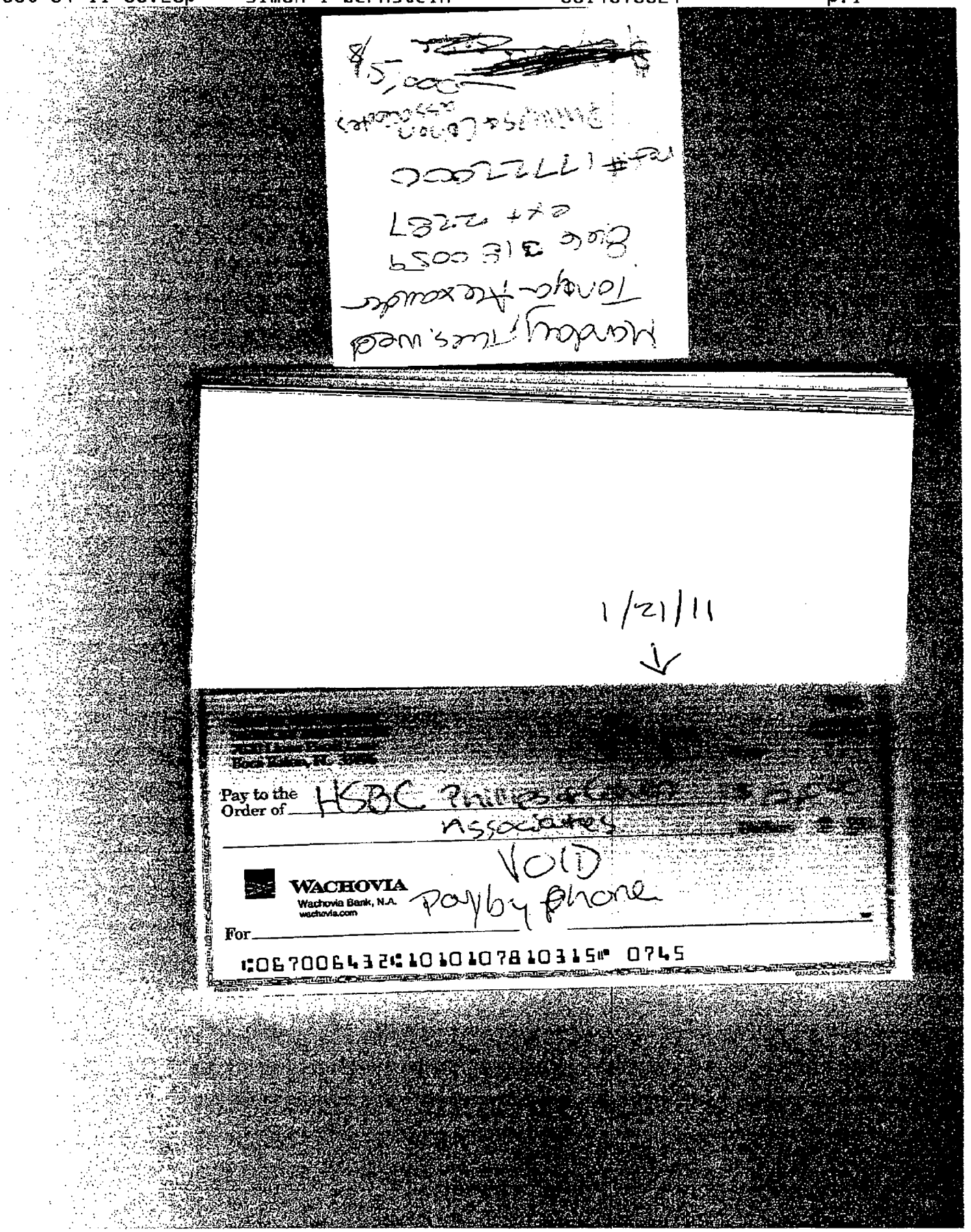
Sincerely,

Saks World Elite MasterCard®
Collections Department
HCSA9Z/STLV001

3/1/11 – Faxed this letter to Phillip Sa Cohen @ 302-368-2152
Reference # 17722000
Spoke to John Flynn @ 1800 259 6991

HSBC Card Services Inc., an affiliate of HSBC Bank Nevada, N.A. (the issuer of this Account), provides administrative and processing services for this credit card or line of credit program.

Oct 04 11 09:22p simon l bernstein 5614873924 p.3



1/21/11

Pay to the Order of HSBC Associates

WACHOVIA
Wachovia Bank, N.A.
wachovia.com

VOID
Pay by phone

For

⑆067006432⑆ 1010107810315⑈ 0745

Phillips & Cohen Associates, Ltd.
1004 Justison Street
Wilmington, DE 19801
Phone - 866-318-0059
Fax - 302-368-2152

Office Hours
Mon-Thu: 8am - 9pm
Fri: 8am - 6pm
Sat: 8am - 12pm

January 21, 2011

The Estate of:
SHIRLEY BERNSTEIN
7020 LIONS HEAD LN
BOCA RATON, FL 33496--5931

Our Client:	HSBC Bank	Current Balance:	$20,350.96
Client Account #:	xxxxxxxxxxxx6528	Settlement Amount:	$15,000.00
Our Account #:	17722000		

To Whom It May Concern:

Pursuant to our telephone conversation, the above referenced account was referred out by HSBC Bank because we are specialists in the area of deceased account care. Please remember that family members/loved ones are not personally liable for this debt.

We have been authorized to accept a settlement on the above referenced account for $15,000.00 in accordance with the payment schedule below.

AMOUNT	DATE
*$15000.00	01/21/2011

You agree to make each payment by Check by phone.

Upon receipt and clearance of the above referenced payment(s), the estate will be released from any further obligation to HSBC Bank regarding the above referenced account. This arrangement will be cancelled if payments are not made in accordance with the indicated schedule.

Thank you for your prompt attention to this matter.

Sincerely,

Phillips & Cohen Associates, Ltd.

This is an attempt to collect a debt and any information obtained will be used for that purpose. This communication is from a debt collector.

Kimberly Moran

From: Kimberly Moran
Sent: Tuesday, October 04, 2011 11:26 AM
To: 'Diana Banks'
Cc: Robert Spallina
Subject: Estate of Shirley Bernstein
Attachments: DCM Services - Saks Fifth Avenue invoice.pdf

Hi Diana – As discussed, attached is a copy of the invoice we received. Please let me know the status of the bill, and whether we should go ahead and serve them with the Notice to Creditors at this time.

Thank you.

Best regards,

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

dcm services

4150 Olson Memorial Highway, Suite 200
Minneapolis, Minnesota 55422-4811

Telephone 763-852-8620
Fax 877-326-8784
Toll-Free 877-326-6762

Hours (CT): 7:00 am – 9:00 pm M – TH
7:00 am – 5:00 pm F
8:00 am – 12:00 pm S

September 28, 2011

Account No	Unpaid Balance	Reference No
**********6528	$17257.32	7616605

Dear Sir or Madam:

Our company represents HSBC Bank Nevada N.A.. We have learned that SHIRLEY BERNSTEIN, who was a valued customer, has passed away. Please accept condolences from our client and our company.

As indicated above, there is an unpaid balance on this account. As of the date of this letter, the Estate owes $17257.32. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day the Estate pays may be greater. Thus, if the Estate pays the amount shown above, an adjustment may be necessary after we receive payment, in which event we will inform you before depositing the check for collection. Please accept this letter as a Notice of Claim on behalf of our client.

This letter is sent to you solely in your capacity as personal representative of the Estate of SHIRLEY BERNSTEIN. Please call our office toll free at 1-877-326-6762 to discuss resolution of this matter and payment on this account. If you are not the personal representative, please contact us with the name and address of the personal representative or attorney who is handling the estate.

Cordially,
DCM Services, LLC

IMPORTANT NOTICE

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will obtain verification of the debt or a copy of a judgment and mail you a copy of such judgment or verification. If you request of this office in writing within 30 days after receiving this notice this office will provide you with the name and address of the original creditor, if different from the current creditor.

This company is a debt collector. We are attempting to collect a debt and any information obtained will be used for that purpose. Calls may be monitored or recorded for quality assurance purposes.

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION -Side 1 of 2-

Detach Lower Portion and Return with Payment

DCM Services, LLC
4150 OLSON MEMORIAL HWY STE 200
MINNEAPOLIS MN 55422-4811
ADDRESS SERVICE REQUESTED

Reference #: 7616605 Client ID: HSLD31
Unpaid Balance: $17257.32
Checks Payable to: HSBC Bank Nevada N.A.

Amount Enclosed: $

September 28, 2011

16517 - 341

#BWNJGZF
#1651727117208031#
The Estate of SHIRLEY BERNSTEIN
ROBERT L SPALLINA
4855 TECHNOLOGY WAY
BOCA RATON FL 33431-3347

DCM Services/HSBC
PO Box 1338
Minneapolis MN 55440-1338

7616605 6528

16517-7025-341

PAP-585-A-0

#000083

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN, File No. 502011CP000653XXXXSB

Deceased.

2011 FEB 10 AM 11:14

LETTERS OF ADMINISTRATION

TO ALL WHOM IT MAY CONCERN

WHEREAS, Shirley Bernstein, a resident of Palm Beach County, died on December 8, 2010, owning assets in the State of Florida, and

WHEREAS, Simon L. Bernstein has been appointed as Personal Representative of the Estate of the decedent and has performed all acts prerequisite to issuance of Letters of Administration in the estate,

NOW, THEREFORE, I, the undersigned Circuit Judge, declare Simon L. Bernstein as duly qualified under the laws of the State of Florida to act as Personal Representative of the Estate of Shirley Bernstein, deceased, with full power to administer the estate according to law; to ask, demand, sue for, recover and receive the property of the decedent; to pay the debts of the decedent as far as the assets of the estate will permit and the law directs; and to make distribution of the estate according to law.

DONE and ORDERED in Chambers at Delray, Palm Beach County, Florida, on this 10 day of Feb, 2011.

"Estate must be closed 12 Months from the date of order"

Circuit Judge

STATE OF FLORIDA • PALM BEACH COUNTY
I hereby certify that the foregoing is a true copy as recorded in my office and the same is in full force and effect.
THIS 10 DAY OF Feb, 20 11
SHARON R. BOCK
CLERK & COMPTROLLER
By DEPUTY CLERK

Bar Form No. P-3.0420
© Florida Lawyers Support Services, Inc.
Text Revised October 1, 1998

MEMORANDUM

DATE: November 5, 2012

TO: Robert L. Spallina, Esq.

FROM: Astride Limouzin Case Manager, on behalf of -
This office does not provide legal advice
For procedural inquiries Tel. #561-274-1424

[X]JUDGE MARTIN H. COLIN Division - IY
[ ]JUDGE JAMES L. MARTZ Division - IZ
[ ]JUDGE ROSEMARIE SCHER Division - IX

CASE NUMBER: 50 2011CP000653XXXXSB Estate of Shirley Bernstein

MATTER: Documents being returned Order of discharge

___ Death certificate (CERTIFIED COPY) not submitted. F.S. §731.103, Probate Rule 5.205 & Probate Rule 5.171

___ Receipted bill for funeral expenses required *(Must be paid in full).*

___ Proof of will or codicil is required; it is not self-proved. Please review F.S. §732.502; 733.201; P.R. 5.210 & P.R. 5.230.

___ Order admitting will/ codicil/ and or appointing personal representative is either missing or incorrect. FS§733.201, R.5.210 &5.235

___ Petition and order designating a restricted depository, and acceptance is required FS §69.031 & FS §744.351(6).

___ Oath of Personal Representative, of Guardian or Administrator Ad Litem and designation of resident agent was not submitted or incorrect. Resident agent must sign the acceptance. (Rule 5.110, 5.120 and 5.320 committee notes).

___ Proof of publication not submitted. Rule 5.241.

___ Statement regarding creditors not submitted. Probate Rule 5.241 (d).

___ Inventory not submitted. Probate Rule 5.340.

___ All claims must be satisfied, struck, or dismissed.

___ Final certificate of estate tax or affidavit of non-tax is not submitted. FS §198.26 & 193.28

___ All Beneficiaries must join in the petition or they must receive formal notice on the petition. FS §735.203 & Probate Rule 5.530(b).

XX Receipts for assets from all of the specific beneficiaries were not notarized.

___ Receipt of final accounting, service of petition for discharge and/or waiver from all residuary beneficiaries or qualified trust beneficiaries are required. See. R. 5.400. Attorney fees see FS §733.6171(6), 731.302, 731.303(1)(b) and Probate Rule 5.180(b). Committee notes (one person serving in two (2) fiduciary capacities may not waive or consent to the persons acts without the approval of those who the person represents).

___ Proof of service of the Objection to the Claims. FS §733.705(2), Probate Rule. 5.496 & Probate Rule 5.040.

___ Proof of Service of the Notice to Creditors to the Agency for Health Care Administration. FS §733.2121(d) & Probate Rule 5.241 (a).

___ For Lost/Destroyed Wills/Codicils please comply with FS § 733.207, 733.201(2) & Probate Rule 5.510

___ An 8:45 a.m. motion calendar hearing (limited to 5 mins) with notice to all interested parties is required. Notice must be at least five (5) business days (Tue, Wed and Thurs). Please verify suspension dates. Files must be order via the internet at http://15thcircuit.co.palm-beach.fl.us/web/guest/cadmin.

___ OTHER:

PLEASE RETURN A COPY OF THIS MEMORANDUM AND PROPOSE ORDERS WHEN REPLYING;
ADDRESS TO THE CLERK AND COMPTROLLER, 200 W ATLANTIC AVENUE, DELRAY BEACH, FL 33444

Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Phone: (561) 997-7008

EX PARTE SLIP

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA
PROBATE DIVISION

DATE: September 11, 2013

CASE NO.: 502011000653CPXXXX SB STYLE: Estate of Shirley Bernstein

---

Conformed copies: _____ Mailed: _____ Stamped Envelope Enclosed: Yes
Certified copies: _____ Mailed: _____
Check in the amount of $5.00 for: copies
Filing fee_____ Certified copies _____

MEMO TO JUDGE OR EX PARTE CLERK

Please provide us with copies of the following docket numbers for the above-referenced case:

Docket # 16
Docket # 17
Docket # 18
Docket # 20
Docket # 21

A check in the amount of $5.00 is enclosed, together with a stamped, self-addressed envelope.

Thank you for your courtesies in this matter.

Tescher & Spallina, PA

By: Robert L. Spallina |km
Robert L. Spallina, Esquire

LAW OFFICES

TESCHER & SPALLINA, P.A.

CHECK DEPOSIT: _____ TRUST: _____ DATE: 9/11/13

CHECK REQUEST: ✓ FIRM: ✓

CLIENT CHARGE: _____

CLIENT/FILE: Bernstein, Shirley FILE No.: 11187.005

PAYEE/PAYOR: Clerk of the Circuit Court

AMOUNT: $5.00 PAYMENT FOR: copies

SPECIAL INSTRUCTIONS: _____

PERSON REQUESTING/ATTORNEY: _____

POSTED: _____ DATE: _____ BY: _____

5715

TESCHER & SPALLINA P A
OPERATING ACCOUNT
4855 TECHNOLOGY WAY SUITE 720
BOCA RATON, FL 33431

63-964-670

DATE 9/11/13

PAY TO THE ORDER OF Clerk of the Circuit Court $ 5.00

Five & NO/100 DOLLARS

Security Features Included. Details on Back.

Sabadell United Bank

FOR Bernstein 11187.005 Case# 502011CP000653 Kimberly Moran

MP

⑈005715⑈ ⑆067009646⑆ 022004765⑈

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN File No. 502011CP000653XXXXSB

Deceased.

AFFIDAVIT OF JILL IANTONI

Before me, the undersigned Notary, personally appeared JILL IANTONI, who, after being duly sworn under oath, deposes and states:

1. I am an adult daughter of Shirley Bernstein and reside at 2101 Magnolia Lane, Highland Park, Illinois.

2. My father, Simon Bernstein, was the Personal Representative of the estate and the sole devisee under the will as the sole probate assets consisted of tangible personal property specifically devised to him.

3. On or about May 12, 2012 and again on or about August 1, 2012 I received from the offices of Tescher & Spallina, P.A. a Waiver of Accounting and Portions of Petition For Discharge; Waiver of Service of Petition For Discharge; and Receipt of Beneficiary and Consent to Discharge (the "Waiver"), a copy of which is attached as Exhibit "A" to this Affidavit.

4. I freely and voluntarily signed the Waiver on October 1, 2012 and returned it to the offices of Tescher & Spallina, P.A. for filing in connection with the completion of my mother's probate.

5. It is my understanding that the Waivers filed on behalf of myself and others were rejected by the Court because of the lack of a notarization.

6. It is my understanding that the subsequently filed Waivers were not personally signed by me or the other heirs.

7. In order to permit my mother's estate to be closed without any question of the validity of my Waiver, I hereby state under oath that the attached Exhibit "A" is my free and voluntary act as if the Waiver had been originally executed in conformity with the requirements of the Court.

STATE OF ILLINOIS

COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, appeared **JILL IANTONI**, __ personally known to me or __ provided the following identification_____, to be the person described in and who executed the foregoing Affidavit, and she acknowledged under oath before me that she executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid, this ____ day of _____, 2013.

_____

(SEAL)

NOTARY PUBLIC

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB

Probate Division

Division

SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CITY - FILED
2012 OCT 24 PM 1:31

WAIVER OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR DISCHARGE; AND RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE

The undersigned, Jill Iantoni, whose address is 2101 Magnolia Lane, Highland Park, IL 60035, and who has an interest in the above estate as beneficiary of the estate:

(a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;

(b) Waives the filing and service of a final or other accounting by the personal representative;

(c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;

(d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;

(e) Waives the inclusion in the Petition for Discharge of a plan of distribution;

(f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;

(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and

(h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on OCTOBER 1st, 2012.

Beneficiary

By: _____
JILL IANTONI

Page 15 of 19
06/19/2013

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB

Probate Division

Division

2012 OCT 24 PM 1:31
SHARON R. BOCK CLERK
PALM BEACH COUNTY FL
SOUTH CTY DIV
E-FILED

WAIVER OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR DISCHARGE; AND RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE

The undersigned, Lisa S. Friedstein, whose address is 2142 Churchill Lane, Highland Park, IL 60035, and who has an interest in the above estate as beneficiary of the estate:

(a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;

(b) Waives the filing and service of a final or other accounting by the personal representative;

(c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;

(d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;

(e) Waives the inclusion in the Petition for Discharge of a plan of distribution;

(f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;

(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and

(h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on August 21, 2012.

Beneficiary

By: Lisa Friedstein
LISA S. FRIEDSTEIN

Page 19 of 19
10/15/2013

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF File No. 502011CP000653XXXXSB

SHIRLEY BERNSTEIN, Probate Division

Deceased. Division

WAIVER OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR DISCHARGE; AND RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE

The undersigned, Pamela B. Simon, whose address is 950 North Michigan Avenue, Suite 2603, Chicago, IL 60606, and who has an interest in the above estate as beneficiary of the estate:

(a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;

(b) Waives the filing and service of a final or other accounting by the personal representative;

(c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;

(d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;

(e) Waives the inclusion in the Petition for Discharge of a plan of distribution;

(f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;

(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and

(h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on 8/8, 2012.

Beneficiary

By: _____
PAMELA B. SIMON

Kimberly Moran

From: Jill Iantoni [jilliantoni@gmail.com]
Sent: Friday, September 21, 2012 4:24 PM
To: Kimberly Moran; Iantoni, Guy T.
Subject: Re: Estate of Shirley Bernstein

Hi Kim,

We are confirming our call for Monday at 1pm Central Time. The number to call is 847.831.4915.

Thanks
Jil

On Fri, Sep 21, 2012 at 12:02 PM, Kimberly Moran <kmoran@tescherspallina.com> wrote:

Est

Kimberly Moran, Legal Assistant

Tescher & Spallina, P.A.

4855 Technology Way, Suite 720

Boca Raton, FL 33431

Tel: (561) 997-7008

Fax: (561) 997-7308

From: Jill Iantoni [mailto:jilliantoni@gmail.com]
Sent: Friday, September 21, 2012 11:57 AM

To: Kimberly Moran
Cc: Iantoni, Guy T.
Subject: Re: Estate of Shirley Bernstein

Est or cst?

Jill Iantoni

Iantoni_jill@ne.bah.com

Recruiting Services

Booz | Allen | Hamilton

On Sep 21, 2012, at 8:41 AM, "Kimberly Moran" <kmoran@tescherspallina.com> wrote:

How about Monday at 2:00PM? We can call you. Please let me know what telephone number to use.

Kimberly Moran, Legal Assistant

Tescher & Spallina, P.A.

4855 Technology Way, Suite 720

Boca Raton, FL 33431

Tel: (561) 997-7008

Fax: (561) 997-7308

From: Jill Iantoni [mailto:jilliantoni@gmail.com]
Sent: Friday, September 21, 2012 9:21 AM
To: Kimberly Moran
Cc: Iantoni, Guy T.
Subject: Re: FW: Estate of Shirley Bernstein

Hi Kim,

I had looked at the document the first time and really did not understand it. After the death of my father and gaining more exposure to this, I do have some questions on the document you are waiting for from me. Therefore, if we can schedule a time to talk with Robert for a few minutes.

thanks

Jill

On Tue, Sep 11, 2012 at 1:36 PM, Kimberly Moran <kmoran@tescherspallina.com> wrote:

Dear Guy and Jill:

It is very important that we receive the original signed Waiver so the Estate can be closed. I am attaching another copy so that you can re-print and sign if you do not have the original. Please mail the signed original to our office as soon as possible.

Thank you.

Regards,

Kimberly Moran, Legal Assistant

Tescher & Spallina, P.A.

4855 Technology Way, Suite 720

Boca Raton, FL 33431

Tel: (561) 997-7008

Fax: (561) 997-7308

From: Kimberly Moran
Sent: Thursday, September 06, 2012 3:06 PM
To: 'Guy Iantoni'
Subject: RE: Estate of Shirley Bernstein

Dear Guy:

I am still waiting for the original signed Waiver for filing with the Court. Please advise when to expect receipt.

Thank you.

Regards,

Kimberly Moran, Legal Assistant

Tescher & Spallina, P.A.

4855 Technology Way, Suite 720

Boca Raton, FL 33431

Tel: (561) 997-7008

Fax: (561) 997-7308

From: Guy Iantoni [mailto:guy@GTILife.net]
Sent: Monday, August 20, 2012 11:22 AM
To: Kimberly Moran
Subject: FW: Estate of Shirley Bernstein

See attached

From: Guy Iantoni
Sent: Sunday, August 12, 2012 11:16 AM
To: Kimberly Moran; Jill Iantoni
Subject: RE: Estate of Shirley Bernstein

Please see the attached.

Jill iantoni

From: Kimberly Moran [mailto:kmoran@tescherspallina.com]
Sent: Friday, August 10, 2012 3:05 PM
To: Jill Iantoni
Cc: Guy Iantoni
Subject: RE: Estate of Shirley Bernstein

Just wanted to follow up on the Waiver. Please let me know when to expect the signed original.

Thank you!

Sincerely,

Kimberly Moran, Legal Assistant

Tescher & Spallina, P.A.

4855 Technology Way, Suite 720

Boca Raton, FL 33431

Tel: (561) 997-7008

Fax: (561) 997-7308

From: Jill Iantoni [mailto:jilliantoni@gmail.com]
Sent: Thursday, August 02, 2012 11:52 AM
To: Kimberly Moran
Cc: guy@gtilife.net
Subject: Re: Estate of Shirley Bernstein

Thanks Kim. ***Guy*** if you can print this form out and bring home. I can complete and we will then put it in the mail, per Kim's request tomorrow/Thursday.

Jill

On Thu, Aug 2, 2012 at 10:45 AM, Kimberly Moran <kmoran@tescherspallina.com> wrote:

Dear Ms. Iantoni:

As per our discussion, attached is the Waiver. Please sign the Waiver and return the original to our office for filing with the Court. This is part of the closing package, and once these Waivers are filed we will receive an Order of Discharge from the Court discharging your father from his duties as Personal Representative.

If you have any questions, please do not hesitate to contact us.

Sincerely,

Kimberly Moran, Legal Assistant

Tescher & Spallina, P.A.

4855 Technology Way, Suite 720

Boca Raton, FL 33431

Tel: (561) 997-7008

Fax: (561) 997-7308

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9/25/2013

TESCHER & SPALLINA, P.A.

Estate of Shirley Bernstein

Court Case	502011CP000653XXXXSB
Estate ID	30-6283128
Trust ID	
Social Security	347-30-9749
Date of Death:	12/08/2010
Letters of Administration Dated:	02/10/2011
First Publication, Notice to Creditors:	03/18/2011

CRITICAL DATES

	DUE:	DONE:
INVENTORY & DR301: (sixty days after issuance of LOAs)	05/18/2011	00/00/2011
CREDITOR PERIOD ENDS: (three months after first publication) (thirty days after formal notice) (deadline for PR proof of claim)	06/18/2011	
STATEMENT REGARDING CREDITORS: (four months after publication date)	07/18/2011	00/00/2011
ALTERNATE VALUATION DATE:	N/A	
REQUEST VALUES: (six months after date of death)		
706 DUE: (Deadline to file Disclaimer) (nine months after date of death)	N/A	
DEADLINE TO CLOSE ESTATE: (two years from date of LOAs)	02/10/2012	

N:\WPDATA\estates\Bernstein, Shirley\CriticalDates.frm

DRT ____ RLS ____

CLIENT/CASE MAINTENANCE

Client No. **11187.005**
Date Added: **2/8/11**

CLIENT NAME: **Bernstein, Simon**

Address: **7020 Lions Head Lane**
Boca Raton, FL 33496

Telephone: Fax:

Contact Name: **Bernstein, Simon**

Referral Source:

CASE NAME: **Bernstein, Simon**
Estate of Shirley Bernstein

Related Parties:

Name:
Address:
Tel:
Fax:
Relationship:

Name:
Address:
Tel:
Fax:
Relationship:

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF SHIRLEY BERNSTEIN, **PROBATE DIVISION**

Deceased. **CASE NO: 502011CP000653XXXXSB**

_____/

ELIOT IVAN BERNSTEIN, PRO SE **DIVISION: COLIN (IY)**

Petitioner

vs.

TESCHER & SPALLINA, P.A., (and all parties associates and of counsel); ROBERT L. SPALLINA (both personally & professionally); DONALD R. TESCHER (both personally & professionally); THEODORE STUART BERNSTEIN (as alleged personal representative, trustee, successor trustee) (both personally and professionally); and JOHN and JANE DOE'S (1-5000),

Respondents.

_____/

NOTICE OF HEARING
(Motion Calendar)

PLEASE TAKE NOTICE that the matter, as stated below, in the above-styled case, will be heard at the South County Courthouse, 200 West Atlantic Avenue, Court Room 8, Delray Beach, Florida 33444, as follows:

MOTION/MATTER:	Motion to Withdraw as Counsel of Record
FILED BY:	Mark R. Manceri, Esq.
DATE AND TIME:	January 23, 2014 @ 8:45 a.m.
JUDGE:	HONORABLE MARTIN H. COLIN

MARK R. MANCERI, P.A.● 2929 East Commercial Blvd.● Suite 702 ● Fort Lauderdale, FL 33308 ● (954) 491-7099

CASE NO.: 502011CP000653XXXXSB

YOU WILL PLEASE GOVERN YOURSELVES ACCORDINGLY.

MARK R. MANCERI, P.A.
2929 East Commercial Blvd., Suite 702
Ft. Lauderdale, FL 33308
Telephone: (954) 491-7099
E-mail: mrmlaw@comcast.net
mrmlaw1@gmail.com

By: _____
Mark R. Manceri, Esq.
Florida Bar No. 444560

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by e-mail to the designated address(es) and U.S. mail, as noted, to all parties on the following Service List, this 13th day of January, 2014.

_____
Mark R. Manceri, Esq.

CASE NO.: 502011CP000653XXXXSB

SERVICE LIST

Donald R. Tescher (e-mail)
4855 Technology Way, Suite 720
Boca Raton, Florida 33431

Robert L. Spallina (e-mail)
Donald R. Tescher
4855 Technology Way, Suite 720
Boca Raton, Florida 33431

Theodore Stuart Bernstein (e-mail)
Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, Florida 33487

Eliot Bernstein (U.S. mail)
2753 NW 34th Street
Boca Raton, Florida 33434

Lisa Sue Friedstein (U.S. mail)
2142 Churchill Lane
Highland Park, IL 60035

Pamela Beth Simon (U.S. mail)
950 North Michigan Avenue, Suite 2603
Chicago, IL 60611

Jill Iantoni (U.S. mail)
2101 Magnolia Lane
Highland Park, IL 60035

Kimberly Moran

From: Kimberly Moran
Sent: Wednesday, January 22, 2014 2:43 PM
To: 'tbernstein@lifeinsuranceconcepts.com'; 'ARose@pm-law.com'; 'mrmlaw@comcast.net'; 'lisa.friedstein@gmail.com'; 'psimon@stpcorp.com'; 'jilliantoni@gmail.com'; 'iviewit@iviewit.tv'
Cc: Robert Spallina
Subject: RE: SERVICE OF COURT DOCUMENT - CASE NO. 502011CP000653XXXXSB

Court Identity:	IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA
Case No.	502011CP000653XXXXSB
Initial Parties:	IN RE: ESTATE OF SHIRLEY BERNSTEIN
Document Being Served:	MOTION TO WITHDRAW AS COUNSEL
Sender's Name	ROBERT L. SPALLINA, ESQ.
Sender's Firm	TESCHER & SPALLINA, P.A.
Sender's Phone Number:	561-997-7008

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

1/22/2014

Kimberly Moran

From: eservice@myflcourtaccess.com
Sent: Wednesday, January 22, 2014 12:53 PM
Subject: SERVICE OF COURT DOCUMENT - CASE NUMBER 502011CP000653XXXXSB

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The following transaction was entered on 01/22/2014 12:52:37 PM ET.

Court:	Fifteenth Judicial Circuit in and for Palm Beach County, Fl
Case #:	502011CP000653XXXXSB
Case Style:	IN RE: Estate of Not Available
Document Title:	Motion
Filer:	Robert L. Spallina 561-997-7008

Notice has been electronically mailed to:

Name	Primary Email	Alternate Email 1
Mark R Manceri	mrmlaw@comcast.net	mrmlaw1@gmail.co
Robert L. Spallina	rspallina@tescherspallina.com	kmoran@tescherspa.com

Notice is not sent to:

Name	Primary Email	Alternate Email 1
Brandan J. Pratt	bpratt@huthpratt.com	luanne@huthpratt.c
Peter M. Feaman	service@feamanlaw.com	mkoskey@feamanlam

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- Administrative Order 2.312 Electronic Filing of Documents Read More ...

Filing Received Confirmation

1 document is successfully submitted for filing to Trial Court for Palm Beach County, Florida Probate Division
Uniform Case # you have provided is 502011CP000653XXXXSB
Clerk Case # you have provided is 2011CP000653
Reference # for this filing is 9416796

Important: If you should contact the court about any document in this filing, please provide this Filing # to help us locate this filing.

You may want to print this page for your records. Print

Recent Filings

Refresh

Filing #	UCN	Clerk Case #	Status	County	Division	Submission Date	Completion Date/Remarks
9416796	502011CP000653XXXXSB	2011CP000653	Received	Palm Beach	Probate	01/22/2014 12:52:37 PM	
9416625	502012CP004391XXXXSB	2012CP004391	Pending Filing	Palm Beach	Probate	01/22/2014 12:49:52 PM	
9416358	502012CP004391XXXXSB	2012CP004391	Pending Filing	Palm Beach	Probate	01/22/2014 12:45:28 PM	
9416201	502011CP000653XXXXSB	2011CP000653	Pending Filing	Palm Beach	Probate	01/22/2014 12:42:54 PM	
9414158	502012CA013933XXXXMB	2012CA013933	Validating Filing	Palm Beach	Circuit Civil	01/22/2014 12:12:25 PM	

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA
PROBATE /GUARDIANSHIP DIVISION "IZ"

CASE NO. 502011CP000653XXXXSB

IN RE: **THE ESTATE OF**
SHIRLEY BERNSTEIN,
Deceased.
_____/

ORDER DENYING ELIOT I. BERNSTEIN'S MOTION TO DISQUALIFY JUDGE MARTIN H. COLIN

UPON CONSIDERATION of Eliot I. Bernstein's Motion to Disqualify Judge Martin H. Colin, it is hereby

ORDERED AND ADJUDGED that Eliot I. Bernstein's Motion to Disqualify is hereby **Denied** as legally insufficient.

DONE AND ORDERED in chambers, at Delray Beach, Palm Beach County, Florida this 8th day of January, 2014.

SIGNED & DATED
JAN 08 2014
JUDGE MARTIN H. COLIN

MARTIN H. COLIN
Circuit Court Judge

Copies furnished:
Robert L. Spallina, Esquire
Boca Village Corporate Center 1
4855 Technology Way, Suite 720
Boca Raton, Fl. 33431

Donald Tescher, Esquire
Boca Village Corporate Center 1
4855 Technology Way, Suite 720
Boca Raton, Fl. 33431

Theodore Stuart Bernstein
Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, Fl. 33487

Mark R. Manceri, Esquire
2929 East Commercial Blvd., Suite 702
Fort Lauderdale, Fl. 33308

Lisa Sue Friedstein
2142 Churchill Lane
Highland Park, Il 60035

Jill Marla Iantoni
2101 Magnolia Lane
Highland Park, Il 60035

Pamela Beth Simon
950 North Michigan Avenue, Suite 2603
Chicago, Il 60611

Eliot Ivan Bernstein
2753 NW 34th Street
Boca Raton, Fl. 33434

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA
PROBATE /GUARDIANSHIP DIVISION "IZ"

CASE NO. 502011CP000653XXXXSB

IN RE: **THE ESTATE OF**
SHIRLEY BERNSTEIN,
Deceased.
_____/

ORDER DENYING ELIOT I. BERNSTEIN'S MOTION TO DISQUALIFY JUDGE MARTIN H. COLIN

UPON CONSIDERATION of Eliot I. Bernstein's Motion to Disqualify Judge Martin H. Colin, it is hereby

ORDERED AND ADJUDGED that Eliot I. Bernstein's Motion to Disqualify is hereby **Denied** as legally insufficient.

DONE AND ORDERED in chambers, at Delray Beach, Palm Beach County, Florida this 8th day of January, 2014.

SIGNED & DATED
JAN 08 2014
JUDGE MARTIN H. COLIN

MARTIN H. COLIN
Circuit Court Judge

Copies furnished:
Robert L. Spallina, Esquire
Boca Village Corporate Center 1
4855 Technology Way, Suite 720
Boca Raton, Fl. 33431

Donald Tescher, Esquire
Boca Village Corporate Center 1
4855 Technology Way, Suite 720
Boca Raton, Fl. 33431

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950 Peninsula Corporate Circle, Suite 3010
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2929 East Commercial Blvd., Suite 702
Fort Lauderdale, Fl. 33308

Lisa Sue Friedstein
2142 Churchill Lane
Highland Park, Il 60035

Jill Marla Iantoni
2101 Magnolia Lane
Highland Park, Il 60035

Pamela Beth Simon
950 North Michigan Avenue, Suite 2603
Chicago, Il 60611

Eliot Ivan Bernstein
2753 NW 34th Street
Boca Raton, Fl. 33434

Mark R. Manceri, P.A.

ATTORNEY AND COUNSELOR AT LAW
2929 EAST COMMERCIAL BOULEVARD - SUITE 702
FORT LAUDERDALE, FLORIDA 33308

MARK R. MANCERI

FLORIDA BAR BOARD CERTIFIED
WILLS, TRUSTS AND ESTATES

WEB SITE: WWW.ESTATEPROBATELITIGATION.COM

TELEPHONE (954) 491-7099
FACSIMILE (954) 771-0545

January 24, 2014

Donald Tescher, Esq.
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431

Re: Estate of Shirley Bernstein, Case No.: 50211CP000653XXXXSB

Dear Don:

Enclosed is an Order on Motion to Withdraw as Counsel of Record dated January 23, 2014 entered by Judge Colin. Also, enclosed is my Statement for Services Rendered dated January 24, 2014.

Should you have any questions, concerns or comments regarding the foregoing, please do not hesitate to contact me.

Yours truly,

Mark R. Manceri, Esq.

MRM/mmp
Enclosures

cc: Robert Spallina, Esq. (w/enclos.)

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF SHIRLEY BERNSTEIN, **PROBATE DIVISION**

Deceased. **CASE NO: 502011CP000653XXXXSB**

_____/

ELIOT IVAN BERNSTEIN, PRO SE **DIVISION: COLIN (IY)**

Petitioner

vs.

TESCHER & SPALLINA, P.A., (and all parties associates and of counsel); ROBERT L. SPALLINA (both personally & professionally); DONALD R. TESCHER (both personally & professionally); THEODORE STUART BERNSTEIN (as alleged personal representative, trustee, successor trustee) (both personally and professionally); and JOHN and JANE DOE'S (1-5000),

Respondents.

_____/

ORDER ON MOTION TO WITHDRAW AS COUNSEL OF RECORD

THIS CAUSE came before the Court on January 23, 2014 on the Motion to Withdraw as Counsel of Record for Ted Bernstein, as Successor Personal Representative; Donald R. Tescher and Robert L. Spallina, filed by MARK R. MANCERI, P.A. and MARK R. MANCERI, ESQ., and the Court having reviewed the file, heard argument of counsel and being otherwise fully advised in the premises, it is hereupon ORDERED AND ADJUDGED, as follows:

1. The Motion is granted.

2. MARK R. MANCERI, P.A. and MARK R. MANCERI, ESQ. are hereby relieved as counsel of record for Ted Bernstein, as Successor Personal Representative; Donald R. Tescher and Robert L. Spallina.

3. All future pleadings or documents shall be served upon Ted Bernstein, as Successor

Personal Representative; Donald R. Tescher and Robert L. Spallina, at their last known address:

Ted Bernstein, Successor Personal Representative
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, Florida 33487
E-mail: tberstein@lifeinsuranceconcepts.com

Donald R. Tescher
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
E-mail: dtescher@tescherspallina.com

Robert L. Spallina
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
E-mail: rspallina@tescherspallina.com

DONE AND ORDERED in Chambers, at Delray Beach, Palm Beach County, Florida, this _____ day of January, 2014.

MARTIN H. COLIN
CIRCUIT COURT JUDGE

Copies furnished to:
Mark R. Manceri, Esq.
Ted Bernstein, Successor Per. Rep.
Donald R. Tescher
Robert L. Spallina
All Interested Persons

SIGNED & DATED
JAN 23 2014
JUDGE MARTIN H. COLIN

Mark R. Manceri, P.A.

ATTORNEY AND COUNSELOR AT LAW
2929 EAST COMMERCIAL BOULEVARD - SUITE 702
FORT LAUDERDALE, FLORIDA 33308

MARK R. MANCERI

FLORIDA BAR BOARD CERTIFIED
WILLS, TRUSTS AND ESTATES

WEB SITE: WWW.ESTATEPROBATELITIGATION.COM

TELEPHONE (954) 491-7099
FACSIMILE (954) 771-0545

January 24, 2014

Donald Tescher, Esq.
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431

Re: Estate of Shirley Bernstein, Case No.: 50211CP000653XXXXSB

Dear Don:

Enclosed is an Order on Motion to Withdraw as Counsel of Record dated January 23, 2014 entered by Judge Colin. Also, enclosed is my Statement for Services Rendered dated January 24, 2014.

Should you have any questions, concerns or comments regarding the foregoing, please do not hesitate to contact me.

Yours truly,

Mark R. Manceri, Esq.

MRM/mmp
Enclosures

cc: Robert Spallina, Esq. (w/enclos.)

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF SHIRLEY BERNSTEIN, PROBATE DIVISION

Deceased. CASE NO: 502011CP000653XXXXSB

_____/

ELIOT IVAN BERNSTEIN, PRO SE DIVISION: COLIN (IY)

Petitioner

vs.

TESCHER & SPALLINA, P.A., (and all parties associates and of counsel); ROBERT L. SPALLINA (both personally & professionally); DONALD R. TESCHER (both personally & professionally); THEODORE STUART BERNSTEIN (as alleged personal representative, trustee, successor trustee) (both personally and professionally); and JOHN and JANE DOE'S (1-5000),

Respondents.

_____/

ORDER ON MOTION TO WITHDRAW AS COUNSEL OF RECORD

THIS CAUSE came before the Court on January 23, 2014 on the Motion to Withdraw as Counsel of Record for Ted Bernstein, as Successor Personal Representative; Donald R. Tescher and Robert L. Spallina, filed by MARK R. MANCERI, P.A. and MARK R. MANCERI, ESQ., and the Court having reviewed the file, heard argument of counsel and being otherwise fully advised in the premises, it is hereupon ORDERED AND ADJUDGED, as follows:

1. The Motion is granted.

2. MARK R. MANCERI, P.A. and MARK R. MANCERI, ESQ. are hereby relieved as counsel of record for Ted Bernstein, as Successor Personal Representative; Donald R. Tescher and Robert L. Spallina.

3. All future pleadings or documents shall be served upon Ted Bernstein, as Successor

Personal Representative; Donald R. Tescher and Robert L. Spallina, at their last known address:

Ted Bernstein, Successor Personal Representative
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, Florida 33487
E-mail: tberstein@lifeinsuranceconcepts.com

Donald R. Tescher
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
E-mail: dtescher@tescherspallina.com

Robert L. Spallina
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
E-mail: rspallina@tescherspallina.com

DONE AND ORDERED in Chambers, at Delray Beach, Palm Beach County, Florida, this _____ day of January, 2014.

MARTIN H. COLIN
CIRCUIT COURT JUDGE

Copies furnished to:
Mark R. Manceri, Esq.
Ted Bernstein, Successor Per. Rep.
Donald R. Tescher
Robert L. Spallina
All Interested Persons

SIGNED & DATED
JAN 23 2014
JUDGE MARTIN H. COLIN

Mark R. Manceri, P.A.

ATTORNEY AND COUNSELOR AT LAW
2929 EAST COMMERCIAL BOULEVARD - SUITE 702
FORT LAUDERDALE, FLORIDA 33308

MARK R. MANCERI

FLORIDA BAR BOARD CERTIFIED
WILLS, TRUSTS AND ESTATES

TELEPHONE (954) 491-7099
FACSIMILE (954) 771-0545

January 24, 2014

FOR SERVICES RENDERED THROUGH DATE OF STATEMENT

Donald R. Tescher, Esq.
Robert L. Spallina, Esq.
Tescher and Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton FL 33431

RE: ESTATE OF SHIRLEY BERNSTEIN
CASE NO.: 502011CP000653XXXXSB

CURRENT CHARGES:

		Hours	*Amount*
01/02/2014	Travel and attendance at Hearing and Meeting; receipt and review e-mails from Eliot Bernstein.	6.00	2,460.00
01/03/2014	Prepare correspondence to Judge Colin; review file; prepare Second Request to Produce; receipt and review e-mail from Eliot Bernstein.	1.00	410.00
01/06/2014	Receipt and review e-mails from Robert Spallina, Esq.; receipt and review e-mails from Ted Bernstein; receipt and review e-mail from Alan Rose, Esq.	0.40	164.00
01/07/2014	Receipt and review e-mail from Ted Bernstein.	0.10	41.00
01/08/2014	Receipt and review e-mails from Alan Rose, Esq.; prepare e-mail to Alan Rose, Esq.; receipt and review e-mail from Robert Spallina, Esq.; prepare e-mail to Robert Spallina, Esq.	0.40	164.00
01/09/2014	Receipt and review e-mail from Ted Bernstein.	0.10	41.00
01/10/2014	Review file; prepare Motion to Withdraw.	0.30	123.00
01/13/2014	Receipt and review Order; prepare Notice of Hearing.	0.20	82.00
01/22/2014	Prepare for 1/23/14 Hearing.	0.30	123.00

		Hours	*Amount*
01/23/2014	Preparation, travel and attendance at hearing.	1.00	410.00
	ATTORNEY'S FEES AT $410.00 PER HOUR:	*9.80*	*$4,018.00*
	ADVANCED CLIENT COSTS:		
	Photocopying Charges		47.00
	Postage		17.00
	TOTAL ADVANCED CLIENT COSTS:		*$64.00*
	TOTAL CURRENT CHARGES:		*$4,082.00*
	PREVIOUS BALANCE		*$21,220.50*
	TOTAL NOW DUE		*$25,302.50*

PLEASE REVIEW THIS STATEMENT CAREFULLY AND COMPLETELY. IF YOU HAVE AN OBJECTION(S) TO ANY ENTRY, YOU ARE TO ADVISE US, IN WRITING, WITHIN TEN (10) DAYS OF YOUR RECEIPT OF THIS STATEMENT. IF WE DO NOT RECEIVE ANY SUCH OBJECTION(S) WE WILL ASSUME THIS STATEMENT MEETS WITH YOUR APPROVAL.

ALL BALANCES DUE MORE THAN THIRTY (30) DAYS WILL ACCRUE INTEREST AT 1.5% PER MONTH
THANK YOU.

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF SHIRLEY BERNSTEIN, **PROBATE DIVISION**

Deceased. **CASE NO: 502011CP000653XXXXSB**

_____/

ELIOT IVAN BERNSTEIN, PRO SE **DIVISION: COLIN (IY)**

Petitioner

vs.

TESCHER & SPALLINA, P.A., (and all parties associates and of counsel); ROBERT L. SPALLINA (both personally & professionally); DONALD R. TESCHER (both personally & professionally); THEODORE STUART BERNSTEIN (as alleged personal representative, trustee, successor trustee) (both personally and professionally); and JOHN and JANE DOE'S (1-5000),

Respondents.

_____/

MOTION TO WITHDRAW AS COUNSEL OF RECORD

COME NOW, Mark R. Manceri, Esq., and Mark R. Manceri, P.A., pursuant to Rule 2.505 of the Florida Rules of Judicial Administration and hereby file this their Motion to Withdraw as Counsel of Record and in support thereof state, as follows:

1. MARK R. MANCERI, P.A. was retained by Ted Bernstein, as Successor Personal Representative; Donald R. Tescher and Robert L. Spallina (hereinafter the "Clients") to represent each of them in these proceedings.

2. MARK R. MANCERI, ESQ. of MARK R. MANCERI, P.A. was the attorney responsible for rendering the legal services to the Clients.

3. Professional consideration(s) has arisen which prevent(s) the continued

MARK R. MANCERI, P.A. • 2929 East Commercial Blvd. • Suite 702 • Fort Lauderdale, FL 33308 • (954) 491-7099

representation of the Clients.

4. The mailing and e-mail addresses and the telephone numbers of the Clients are as follows:

Ted Bernstein, 950 Peninsula Corporate Circle, Suite 3010, Boca Raton, Florida 33487, e-mail: tbernstein@lifeinsuranceconcepts.com; telephone number (561) 988-8984.

Donald R. Tescher, 4855 Technology Way, Suite 720, Boca Raton, Florida 33431, e-mail: dtescher@tescherspallina.com; telephone number (561) 997-7008.

Robert L. Spallina, 4855 Technology Way, Suite 720, Boca Raton, Florida 33431, e-mail: rspallina@tescherspallina.com; telephone number (561) 997-7008.

WHEREFORE, MARK R. MANCERI, P.A. and MARK R. MANCERI, ESQ., hereby request that this Honorable Court enter an Order consistent with the relief requested herein allowing MARK R. MANCERI, P.A. and MARK R. MANCERI, ESQ to withdraw and any other relief this Honorable Court deems just, equitable and proper.

MARK R. MANCERI, P.A.
Attorney for Ted Bernstein, Successor Per. Rep.
Donald R. Tescher and Robert L. Spallina
2929 East Commercial Blvd., Suite 702
Ft. Lauderdale, FL 33308
Telephone: (954) 491-7099
E-mail: mrmlaw@comcast.net
mrmlaw1@gmail.com

By: _____
Mark R. Manceri, Esq.
Florida Bar No. 444560

CASE NO: 502011CP000653XXXXSB

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by e-mail to the designated address(es) and U.S. mail, as noted, to all parties on the following Service List, this 10th day of January, 2014.

Mark R. Manceri, Esq.

SERVICE LIST

Theodore Stuart Bernstein (e-mail)
Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, Florida 33487

Robert L. Spallina (e-mail)
4855 Technology Way, Suite 720
Boca Raton, Florida 33431

Eliot Bernstein (U.S. mail)
2753 NW 34th Street
Boca Raton, Florida 33434

Lisa Sue Friedstein (U.S. mail)
2142 Churchill Lane
Highland Park, IL 60035

Pamela Beth Simon (U.S. mail)
950 North Michigan Avenue, Suite 2603
Chicago, IL 60611

Jill Iantoni (U.S. mail)
2101 Magnolia Lane
Highland Park, IL 60035

Donald R. Tescher (e-mail)
4855 Technology Way, Suite 720
Boca Raton, Florida 33431

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

In Re: The Estate of Probate Division

SHIRLEY BERNSTEIN, File #: 502011CP000653XXXXSB

Decedent.
_____/

13 OCT 29 AM 9:56
SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CTY BRANCH-FILED

SUCCESSOR
LETTERS OF ADMINISTRATION

TO ALL WHOM IT MAY CONCERN

WHEREAS, Shirley Bernstein, a resident of Palm Beach County, died on December 8, 2010, owning assets in the State of Florida, and

WHEREAS, Ted S. Bernstein, has been appointed as Successor Personal Representative of the estate of the decedent and have performed all acts prerequisite to issuance of Letters of Administration in the estate,

NOW, THEREFORE, I, the undersigned circuit judge, declare Ted S. Bernstein duly qualified under the laws of the State of Florida to act as personal representative of the estate of Shirley Bernstein, deceased, with full power to administer the estate according to law; to ask, demand, sue for, recover and receive the property of the decedent; to pay the debts of the decedent as far as the assets of the estate will permit and the law directs; and to make distribution of the estate according to law.

DONE and ORDERED in West Palm Beach, Palm Beach County, FL, on 10/29, 2013.

_____
Circuit Judge

STATE OF FLORIDA • PALM BEACH COUNTY
I hereby certify that the foregoing is a true copy as recorded in my office and the same is in full force and effect.
THIS 29 DAY OF Oct, 2013
SHARON R. BOCK
CLERK & COMPTROLLER
By _____
DEPUTY CLERK

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

In Re: The Estate of Probate Division

SHIRLEY BERNSTEIN, File #: 502011CP000653XXXXSB

Decedent.
_____/

13 OCT 29 AM 9:56
SHARON P. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CTY BRANCH-FILED

SUCCESSOR
LETTERS OF ADMINISTRATION

TO ALL WHOM IT MAY CONCERN

WHEREAS, Shirley Bernstein, a resident of Palm Beach County, died on December 8, 2010, owning assets in the State of Florida, and

WHEREAS, Ted S. Bernstein, has been appointed as Successor Personal Representative of the estate of the decedent and have performed all acts prerequisite to issuance of Letters of Administration in the estate,

NOW, THEREFORE, I, the undersigned circuit judge, declare Ted S. Bernstein duly qualified under the laws of the State of Florida to act as personal representative of the estate of Shirley Bernstein, deceased, with full power to administer the estate according to law; to ask, demand, sue for, recover and receive the property of the decedent; to pay the debts of the decedent as far as the assets of the estate will permit and the law directs; and to make distribution of the estate according to law.

DONE and ORDERED in West Palm Beach, Palm Beach County, FL, on 10/29, 2013.

_____
Circuit Judge

STATE OF FLORIDA - PALM BEACH COUNTY
I hereby certify that the foregoing is a true copy as recorded in my office and the same is in full force and effect.
THIS 29 DAY OF OCT, 2013
SHARON R. BOCK
CLERK & COMPTROLLER
By _____
DEPUTY CLERK

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN File No. 502011CP000653XXXXSB

Deceased.

AFFIDAVIT OF LISA S. FRIEDSTEIN

Before me, the undersigned Notary, personally appeared LISA S. FRIEDSTEIN, who, after being duly sworn under oath, deposes and states:

1. I am an adult daughter of Shirley Bernstein and reside at 2142 Churchill Lane, Highland Park, Illinois.

2. My father, Simon Bernstein, was the Personal Representative of the estate and the sole devisee under the will as the sole probate assets consisted of tangible personal property specifically devised to him.

3. On or about May 12, 2012 and again on or about August 1, 2012 I received from the offices of Tescher & Spallina, P.A. a Waiver of Accounting and Portions of Petition For Discharge; Waiver of Service of Petition For Discharge; and Receipt of Beneficiary and Consent to Discharge (the "Waiver"), a copy of which is attached as Exhibit "A" to this Affidavit.

4. I freely and voluntarily signed the Waiver on August 21, 2012 and returned it to the offices of Tescher & Spallina, P.A. for filing in connection with the completion of my mother's probate.

5. It is my understanding that the Waivers filed on behalf of myself and others were rejected by the Court because of the lack of a notarization.

6. It is my understanding that the subsequently filed Waivers were not personally signed by me or the other heirs.

7. In order to permit my mother's estate to be closed without any question of the validity of my Waiver, I hereby state under oath that the attached Exhibit "A" is my free and voluntary act as if the Waiver had been originally executed in conformity with the requirements of the Court.

Signed on this 11 day of September, 2013.

LISA S. FRIEDSTEIN, Affiant

STATE OF ILLINOIS

COUNTY OF Lake

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, appeared **LISA S. FRIEDSTEIN**, personally known to me or X provided the following identification drivers license to be the person described in and who executed the foregoing Affidavit, and she acknowledged under oath before me that she executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid, this 11 day of September 2013.

OFFICIAL SEAL
SONJA PATRICK
Notary Public - State of Illinois
My Commission Expires Oct 28, 2014

(SEAL)

NOTARY PUBLIC

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB

Probate Division

Division

SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CITY - RECEIVED-FILED
2012 OCT 24 PM 1:31

WAIVER OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR DISCHARGE; AND RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE

The undersigned, Lisa S. Friedstein, whose address is 2142 Churchill Lane, Highland Park, IL 60035, and who has an interest in the above estate as beneficiary of the estate:

(a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;

(b) Waives the filing and service of a final or other accounting by the personal representative;

(c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;

(d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;

(e) Waives the inclusion in the Petition for Discharge of a plan of distribution;

(f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;

(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and

(h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on August 21, 2012.

Beneficiary

By: Lisa Friedstein
LISA S. FRIEDSTEIN

EXHIBIT "A"

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN File No. 502011CP000653XXXXSB

Deceased.

AFFIDAVIT OF JILL IANTONI

Before me, the undersigned Notary, personally appeared JILL IANTONI, who, after being duly sworn under oath, deposes and states:

1. I am an adult daughter of Shirley Bernstein and reside at 2101 Magnolia Lane, Highland Park, Illinois.

2. My father, Simon Bernstein, was the Personal Representative of the estate and the sole devisee under the will as the sole probate assets consisted of tangible personal property specifically devised to him.

3. On or about May 12, 2012 and again on or about August 1, 2012 I received from the offices of Tescher & Spallina, P.A. a Waiver of Accounting and Portions of Petition For Discharge; Waiver of Service of Petition For Discharge; and Receipt of Beneficiary and Consent to Discharge (the "Waiver"), a copy of which is attached as Exhibit "A" to this Affidavit.

4. I freely and voluntarily signed the Waiver on October 1, 2012 and returned it to the offices of Tescher & Spallina, P.A. for filing in connection with the completion of my mother's probate.

5. It is my understanding that the Waivers filed on behalf of myself and others were rejected by the Court because of the lack of a notarization.

6. It is my understanding that the subsequently filed Waivers were not personally signed by me or the other heirs.

7. In order to permit my mother's estate to be closed without any question of the validity of my Waiver, I hereby state under oath that the attached Exhibit "A" is my free and voluntary act as if the Waiver had been originally executed in conformity with the requirements of the Court.

Signed on this 11 day of September, 2013.

Jill Iantoni

JILL IANTONI, Affiant

STATE OF ILLINOIS

COUNTY OF Lake

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, appeared **JILL IANTONI**, personally known to me or _____ provided the following identification DL, to be the person described in and who executed the foregoing Affidavit, and she acknowledged under oath before me that she executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid, this 12 day of Sept, 2013.

(SEAL) NOTARY PUBLIC

OFFICIAL SEAL
NADIA GABRIEL
Notary Public - State of Illinois
My Commission Expires Oct 9, 2015

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased. File No. 502011CP000653XXXXSB Probate Division Division

2012 OCT 24 PM 1:31
SHARON R. BOCK CLERK
PALM BEACH COUNTY, FL
SOUTH CITY DIVISION-FILED

WAIVER OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR DISCHARGE; AND RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE

The undersigned, Jill Iantoni, whose address is 2101 Magnolia Lane, Highland Park, IL 60035, and who has an interest in the above estate as beneficiary of the estate:

(a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;

(b) Waives the filing and service of a final or other accounting by the personal representative;

(c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;

(d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;

(e) Waives the inclusion in the Petition for Discharge of a plan of distribution;

(f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;

(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and

(h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on OCTOBER 1st, 2012.

Beneficiary

By: _____
JILL IANTONI

EXHIBIT "A"

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN File No. 502011CP000653XXXXSB

Deceased.

AFFIDAVIT OF PAMELA B. SIMON

Before me, the undersigned Notary, personally appeared PAMELA B. SIMON, who, after being duly sworn under oath, deposes and states:

1. I am an adult daughter of Shirley Bernstein and reside at 950 North Michigan Avenue, Suite 2603, Chicago, Illinois.

2. My father, Simon Bernstein, was the Personal Representative of the estate and the sole devisee under the will as the sole probate assets consisted of tangible personal property specifically devised to him.

3. On or about May 12, 2012 and again on or about August 1, 2012 I received from the offices of Tescher & Spallina, P.A. a Waiver of Accounting and Portions of Petition For Discharge; Waiver of Service of Petition For Discharge; and Receipt of Beneficiary and Consent to Discharge (the "Waiver"), a copy of which is attached as Exhibit "A" to this Affidavit.

4. I freely and voluntarily signed the Waiver on August 8, 2012 and returned it to the offices of Tescher & Spallina, P.A. for filing in connection with the completion of my mother's probate.

5. It is my understanding that the Waivers filed on behalf of myself and others were rejected by the Court because of the lack of a notarization.

6. It is my understanding that the subsequently filed Waivers were not personally signed by me or the other heirs.

7. In order to permit my mother's estate to be closed without any question of the validity of my Waiver, I hereby state under oath that the attached Exhibit "A" is my free and voluntary act as if the Waiver had been originally executed in conformity with the requirements of the Court.

Signed on this 12th day of September, 2013.

PAMELA B. SIMON, Affiant

STATE OF ILLINOIS

COUNTY OF Cook

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, appeared **PAMELA B. SIMON**, personally known to me or xx provided the following identification xxxxxxx, to be the person described in and who executed the foregoing Affidavit, and she acknowledged under oath before me that she executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid, this 12th day of September, 2013.

CHERYL MARIE SYCHOWSKI
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
August 08, 2016

(SEAL)

Cheryl Marie Sychowski
NOTARY PUBLIC

2012 OCT 24 PM 1:31
SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CITY BRANCH FILED

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF File No. 502011CP000653XXXXSB

SHIRLEY BERNSTEIN, Probate Division

Deceased. Division

WAIVER OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR DISCHARGE; AND RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE

The undersigned, Pamela B. Simon, whose address is 950 North Michigan Avenue, Suite 2603, Chicago, IL 60606, and who has an interest in the above estate as beneficiary of the estate:

(a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;

(b) Waives the filing and service of a final or other accounting by the personal representative;

(c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;

(d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation, and waives any objections to the payment of such compensation;

(e) Waives the inclusion in the Petition for Discharge of a plan of distribution;

(f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;

(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and

(h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on 8/8, 2012.

Beneficiary

By: _____
PAMELA B. SIMON

EXHIBIT "A"

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN File No. 502011CP000653XXXXSB

Deceased.

AFFIDAVIT OF TED S. BERNSTEIN

Before me, the undersigned Notary, personally appeared TED S. BERNSTEIN, who, after being duly sworn under oath, deposes and states:

1. I am an adult son of Shirley Bernstein and reside at 880 Berkeley Street, Boca Raton, FL 33487.

2. My father, Simon Bernstein, was the Personal Representative of the estate and the sole devisee under the will as the sole probate assets consisted of tangible personal property specifically devised to him.

3. On or about May 12, 2012 and again on or about August 1, 2012 I received from the offices of Tescher & Spallina, P.A. a Waiver of Accounting and Portions of Petition For Discharge; Waiver of Service of Petition For Discharge; and Receipt of Beneficiary and Consent to Discharge (the "Waiver"), a copy of which is attached as Exhibit "A" to this Affidavit.

4. I freely and voluntarily signed the Waiver on August 1, 2012 and returned it to the offices of Tescher & Spallina, P.A. for filing in connection with the completion of my mother's probate.

5. It is my understanding that the Waivers filed on behalf of myself and others were rejected by the Court because of the lack of a notarization.

6. It is my understanding that the subsequently filed Waivers were not personally signed by me or the other heirs.

7. In order to permit my mother's estate to be closed without any question of the validity of my Waiver, I hereby state under oath that the attached Exhibit "A" is my free and voluntary act as if the Waiver had been originally executed in conformity with the requirements of the Court.

Signed on this 12 day of September, 2013.

TED S. BERNSTEIN, Affiant

STATE OF FLORIDA

COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, appeared **TED S. BERNSTEIN**, personally known to me or _____ provided the following identification_____, to be the person described in and who executed the foregoing Affidavit, and he acknowledged under oath before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid, this 12 day of September 2013.

(SEAL)

NOTARY PUBLIC

NOTARY PUBLIC-STATE OF FLORIDA
Lindsay Baxley
Commission # EE092282
Expires: MAY 10, 2015
BONDED THRU ATLANTIC BONDING CO., INC.

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB

Probate Division

Division

2012 OCT 24 PM 1:31
SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CTY BRANCH-FILED

WAIVER OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR DISCHARGE; AND RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE

The undersigned, Ted S. Bernstein, whose address is 880 Berkeley Street, Boca Raton. Florida 33487, and who has an interest in the above estate as beneficiary of the estate:

(a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;

(b) Waives the filing and service of a final or other accounting by the personal representative;

(c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;

(d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;

(e) Waives the inclusion in the Petition for Discharge of a plan of distribution;

(f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;

(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and

(h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on 8/1/12, 2012.

Beneficiary

By: Ted Bernstein
TED BERNSTEIN

EXHIBIT "A"

IN THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased

CASE NO. 502011CP000653XXXXSB

Judge: MARTIN H. COLIN
Room #:
Telephone: 561-330-1750
Clerk's Office Tel.: 561-274-1588
(For **Ex Parte**, request file by **10:00 a.m.**)

DOD: **12/08/2010**
SS#: **347-30-9749**
Estate ID: **30-6283128**
Trust ID: **46-6235212**
www.15thcircuit.com/probate

FOR EX PARTE: Request file by 10:00 a.m. the day prior online at www.15thcircuit.com/probate

Our File No. **11187.005**

No.	Description	Filing Date
33.	Agreed Order to Reopen Estate and Appoint Successor Personal Representatives	09/24/2013
34.	Order on Notice of Emergency Motion to Freeze Estates	09/24/2013
35.	Oath of Personal Representative, Designation of Resident Agent and Acceptance	10/09/2013
36.	Successor Letters of Administration	PENDING
37.	Petition to Determine and Release Title of Exempt Property (filed by Elliot)	10/10/2013

IN THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased

CASE NO. 502011CP000653XXXXSB

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www.15thcircuit.com/probate

FOR EX PARTE: Request file by 10:00 a.m. the day prior online at www.15thcircuit.com/probate

Our File No. **11187.005**

No.	Description	Filing Date
18.	Affidavit of No Florida Estate Tax Due	10/22/2012
19.	Waiver of Accounting and Portions of Petition for Discharge (Simon Bernstein)	10/22/2012
20.	Waiver of Accounting and Portions of Petition for Discharge (Ted Bernstein)	10/22/2012
21.	Waiver of Accounting and Portions of Petition for Discharge (Pam Simon)	10/22/2012
22.	Waiver of Accounting and Portions of Petition for Discharge (Eliot Bernstein)	10/22/2012
23.	Waiver of Accounting and Portions of Petition for Discharge (Jill Iantoni)	10/22/2012
24.	Waiver of Accounting and Portions of Petition for Discharge (Lisa Friedstein)	10/22/2012
25.	Waiver of Accounting and Portions of Petition for Discharge (Simon Bernstein)	10/22/2012
26.	Waiver of Accounting and Portions of Petition for Discharge (Ted Bernstein)	10/22/2012
27.	Waiver of Accounting and Portions of Petition for Discharge (Pam Simon)	10/22/2012
28.	Waiver of Accounting and Portions of Petition for Discharge (Eliot Bernstein)	10/22/2012
29.	Waiver of Accounting and Portions of Petition for Discharge (Jill Iantoni)	10/22/2012
30.	Waiver of Accounting and Portions of Petition for Discharge (Lisa Friedstein)	10/22/2012
31.	Petition for Discharge	10/22/2012
32.	Order of Discharge	01/03/2013

IN THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased

CASE NO. 502011CP000653XXXXSB

Judge: Martin H. Colin
Room #:
Telephone: 561-330-1750
Clerk's Office Tel.: 561-274-1588
For **Ex Parte**, request file at www.15thcircuit.com/probate **by 2:00 the day prior of UMC**

DOD: **12/08/2010**
SS#: **347-30-9749**
Estate ID: **30-6283128**
Trust ID: **46-6235212**

Our File No. **11187.005**

No.	Description	Filing Date
1.	Will of Shirley Bernstein	02/10/2011
2.	Certificate of Death	02/10/2011
3.	Petition for Administration	02/10/2011
4.	Oath of PR, Designation of Resident Agent, and Acceptance	02/10/2011
5.	Order Admitting Will to Probate and Appointing Personal Representative	02/10/2011
6.	Letters of Administration	02/10/2011
7.	Notice of Trust	02/10/2011
8.	Notice of Administration	03/18/2011
9.	Notice to Creditors	03/18/2011
10.	Proof of Publication of Notice to Creditors	04/05/2011
11.	Proof of Publication of Notice of Administration	04/05/2011
12.	Notice of Filing Proof of Svc of Notice to Creditors Upon the AHCA	04/22/2011
13.	Proof of Service of Notice of Administration	07/28/2011
14.	Inventory	09/08/2011
15.	Proof of Service of Inventory upon FL Dept of Revenue	10/04/2011
16.	Probate Checklist	10/22/2012
17.	Statement Regarding Creditors	10/22/2012

Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Phone: (561) 997-7008

EX PARTE SLIP

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA
PROBATE DIVISION

DATE: October 10, 2013

CASE NO.: 502011000653CPXXXX SB STYLE: Estate of Shirley Bernstein

---

Conformed copies: 1 Mailed: _____ Stamped Envelope Enclosed: yes
Certified copies: 3 Mailed: _____
Check in the amount of $6.00 for:
Filing fee_____ Certified copies 3

MEMO TO JUDGE OR EX PARTE CLERK

Enclosed is the original Oath of Personal Representative and Designation of Resident Agent and Acceptance, together with a proposed Successor Letters of Administration.

Please provide 1 conformed copy and 3 certified copies of the Successor Letters of Administration.

Thank you for your courtesies in this matter.

Tescher & Spallina, PA

By: Robert L. Spallina /km
Robert L. Spallina, Esquire

LAW OFFICES
TESCHER & SPALLINA, P.A.

CHECK DEPOSIT: _____ TRUST: _____ DATE: 10/10/13

CHECK REQUEST: ✓ FIRM: ✓

CLIENT CHARGE: _____

CLIENT/FILE: Bernstein, Shirley FILE No.: 11187.005

PAYEE/PAYOR: Clerk of the Circuit Court

AMOUNT: $6.00 PAYMENT FOR: certified copies

SPECIAL INSTRUCTIONS: _____

PERSON REQUESTING/ATTORNEY: _____

POSTED: _____ DATE: _____ BY: _____

5732

TESCHER & SPALLINA P A
OPERATING ACCOUNT
4855 TECHNOLOGY WAY SUITE 720
BOCA RATON, FL 33431

DATE 10/10/13 63-964-670

PAY TO THE ORDER OF Clerk of the Circuit Court $6.00

SIX & NO/100 DOLLARS

Sabadell United Bank

FOR Bernstein Shirley 11187.005 Kimberly Moran

⑈005732⑈ ⑆067009646⑆ 022004765⑈

Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Phone: (561) 997-7008

EX PARTE SLIP

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA
PROBATE DIVISION

DATE: November 15, 2012

CASE NO.: 502011000653CPXXXX SB STYLE: Estate of Shirley Bernstein

---

Conformed copies: 1 Mailed: _____ Stamped Envelope Enclosed:____
Certified copies: _____ Mailed: _____
Check in the amount of _____ for:
Filing fee_____ Certified copies _____

MEMO TO JUDGE OR EX PARTE CLERK

Enclosed for filing are the Waivers of Accounting and Portions of Petition for Discharge; Waiver of Service of Petition for Discharge; and Receipt of Beneficiary and Consent to Discharge, which have been notarized as per your memorandum dated November 5, 2012 (also enclosed). Please provide one conformed copy of the Proposed Order of Discharge.

Thank you for your courtesies in this matter.

Tescher & Spallina, PA

By: Robert L. Spallina/km
Robert L. Spallina, Esquire

Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Phone: (561) 997-7008

EX PARTE SLIP

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA
PROBATE DIVISION

DATE: October 22, 2012

CASE NO.: 502011000653CPXXXX SB STYLE: Estate of Shirley Bernstein

---

Conformed copies: _____ Mailed: _____ Stamped Envelope Enclosed:____
Certified copies: _____ Mailed: _____
Check in the amount of _____ for:
Filing fee_____ Certified copies _____

MEMO TO JUDGE OR EX PARTE CLERK

Enclosed for filing are the following documents:

1. Probate Checklist
2. Statement Regarding Creditors
3. Affidavit of No Florida Estate Tax Due
4. Waivers of Accounting and Portions of Petition for Discharge; Waiver of Service of Petition for Discharge; and Receipt of Beneficiary and Consent to Discharge
5. Petition for Discharge
6. Proposed Order of Discharge (please provide one conformed copy).

Thank you for your courtesies in this matter.

Tescher & Spallina, P.A.

By:_____
Robert L. Spallina, Esquire

Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Phone: (561) 997-7008

EX PARTE SLIP

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA
PROBATE DIVISION

DATE: February 9, 2012

CASE NO.: 502011000653CPXXXX SB STYLE: Estate of Shirley Bernstein

---

Conformed copies: _____ Mailed: _____ Stamped Envelope Enclosed:____
Certified copies: _____ Mailed: _____
Check in the amount of _____ for:
Filing fee_____ Certified copies _____

MEMO TO JUDGE OR EX PARTE CLERK

Enclosed is a self addressed envelope. Please provide us with a **closing checklist**.

Thank you for your courtesies in this matter.

Tescher & Spallina, P.A.

By:_____
Robert L. Spallina, Esquire

LAW OFFICES
TESCHER & SPALLINA, P.A.

CHECK DEPOSIT: _____ TRUST: _____ DATE: 2/9/11

CHECK REQUEST: ✓ FIRM: ✓

CLIENT CHARGE: _____

CLIENT/FILE: Bernstein FILE No.: 11187.005

PAYEE/PAYOR: Clerk of Circuit Court

AMOUNT: $419.00 PAYMENT FOR: opening probate/ Certified copies

SPECIAL INSTRUCTIONS: _____

PERSON REQUESTING/ATTORNEY: _____

POSTED: _____ DATE: _____ BY: _____

5393

TESCHER & SPALLINA, P.A.
OPERATING ACCOUNT
4855 TECHNOLOGY WAY SUITE 720
BOCA RATON, FL 33431

63-964-670

DATE 2/9/11

PAY TO THE ORDER OF Clerk of Circuit Court $ 419.00

four hundred nineteen & NO/100 DOLLARS

BNY MELLON
Mellon United National Bank

FOR Bernstein/11187.005 Kimberly Moran

⑈005393⑈ ⑆067009646⑆ 0221004765⑈

Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Phone: (561) 997-7008

EX PARTE SLIP

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA
PROBATE DIVISION

DATE: February 8, 2011

CASE NO.: STYLE: Estate of Shirley Bernstein

Conformed copies: 1 Mailed: _____ Stamped Envelope Enclosed: Yes
Certified copies: 6 Mailed: _____
Check in the amount of $419.00 for:
Filing fee $401.00 Certified copies $18.00

MEMO TO JUDGE OR EX PARTE CLERK

Enclosed for filing are the following:

1) Will of Shirley Bernstein **(please provide a receipt for the Will)**;
2) Certificate of Death;
3) Petition for Administration;
4) Oath of Personal Representative, Designation of Resident Agent, and Acceptance
5) Notice of Trust;
6) Proposed Order Admitting Will to Probate and Appointing Personal Representative **(one conformed copy requested)**; and
7) Proposed Letters of Administration **(6 certified copies requested)**.

Thank you for your courtesies in this matter.

Tescher & Spallina, PA

By: _____
Robert L. Spallina, Esquire

LEGAL OFFICE PRODUCTS & SUPPLIES an ALL-STAR LEGAL company SINCE 1977 RECYCLED PAPER TO REORDER CALL 954-846-9399

TS001882

LEGAL OFFICE PRODUCTS & SUPPLIES SINCE 1977 an ALL-STATE LEGAL company RECYCLED PAPER TO REORDER CALL 954-846-9399

TS001883

COPY
SOUTH COUNTY BRANCH OFFICE
ORIGINAL RECEIVED
OCT 10 2013
SHARON R. BOCK
CLERK & COMPTROLLER
PALM BEACH COUNTY

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF	PROBATE DIVISION
SIMON L. BERNSTEIN	FILE NO. 502012CP004391XXXXSB
DECEASED	DIVISION: FRENCH

PETIONER

ELIOT BERNSTEIN

PRO SE

PETITION TO DETERMINE AND RELEASE TITLE OF EXEMPT PROPERTY

Petitioner, Eliot Ivan Bernstein alleges:

1. Petitioner, whose address is 2753 NW 34th Street, Boca Raton, FL 33434, is the son of the decedent who, on the date of death, was domiciled in Florida.
2. That Petitioner is the father of the minor who is entitled by law to the exempt property is:

   Joshua Bernstein, whose address is 2753 NW 34th Street, Boca Raton, FL 33434, and the grandson of Simon L. Bernstein, whose birthday is August 27, 1997 and is a minor.

3. This petition is filed within the time permitted by Section 732.402(6) of the Florida Probate Court.
4. Petitioner alleges the exempt property and the basis on which it is claimed to be exempt are as follows:

That on August 25, 2012, Simon Bernstein purchased, titled, insured and registered an automobile, in his name, from Delray Kia, 2255 S. Federal Hwy, in Delray Beach FL, for the benefit of his grandson, Joshua Bernstein and paid for the car, title and tags in full. The car is described as:

Silver, 2013 Kia Soul, VIN # KNDJT2A50D7497193, license plate # BGFC36

That on August 26, 2012, after Sunday Brunch together, Simon Bernstein, dressed the car in balloons, and gave the car to his grandson Joshua for his birthday as a surprise, of which, there are several witnesses, pictures and a birthday video. The car was then driven home to Joshua and Petitioner's place of residence and driven for the benefit of Joshua thereafter. This was the last time Joshua saw his grandfather alive and will always be a special memory in his heart forever.

That Simon's intentions were to transfer the title of ownership to Joshua when he received the car title via US Postal mail. That on September 13, 2012, Simon Bernstein passed away. Given the short time (2 weeks) in between the two events and the original title to the car not being received in the mail yet, on the date of Simon's death the car was still in his Simon's name and not transferred to Joshua.

Petitioner notified Robert Spallina, the alleged Personal Representative of the Estate of Simon Bernstein, the circumstances and was guaranteed the issue would be resolved.

That at midnight on December 2, 2012 the issue was still not resolved and the registration for the vehicle expired. Petitioner again contacted Robert Spallina and was informed that for no specified reason the postal mail belonging to Simon Bernstein was being forwarded to Joshua's uncle, Ted Bernstein at 880 Berkeley Street in Boca Raton, Florida and to contact him regarding the title and the expired registration notices that were sent in the mail. Immediately after Simon's death, Ted Bernstein took control and possession of all Simon Bernstein's mail, took control and possession of all Simon Bernstein's files, including personal and business related files, including those related to the purchase of the car and is tampering, suppressing and denying them the same. Ted Bernstein refuses to forward the above information to Petitioner after several requests and is in control, refusing to forward, tampering and suppressing the above information to the alleged Personal Representatives, Robert Spallina and Donald Tescher and their law firm Tescher & Spallina, P.A.

That as of this date, October 10, 2013, and beginning on December 2, 2012, the above mentioned gifted automobile has been sitting on the street at 2753 NW 34th Street, Boca Raton, Florida, unregistered, uninsured (at risk to the estate of the Simon Bernstein) and un-drivable by the rightful owner Joshua Bernstein against the wishes of his grandfather, the decedent, Simon Bernstein. That a sixteen year old boy, Joshua Bernstein, has to walk by his automobile every day and be remembered of his grandfather's special gift and those responsible for preventing him from having it, namely his uncle, Ted Bernstein, who ironically shares the same birthday as Joshua, and Robert Spallina and Donald Tescher.

That Robert Spallina, as Personal Representative and counsel for the estate, has refused to resolve this issue and continues to put the estate at risk and breach their fiduciary duties. Due to the Personal Representatives lack of duty and care and abuse of powers that allow Ted Bernstein control and tampering of Simon Bernstein's mail and documents and therefore aiding in suppression, tampering and mis-handling of original documents and titles is causing severe damages and injury to the beneficiaries of the decedent. This seems to be a conspired effort by Ted Bernstein and the Personal Representatives to interfere with the administration of the estate, create disputes among the beneficiaries, generate more legal fees, and cause harm to all involved as other documents are missing as well, including a Life Insurance Trust that is a beneficiary of a life insurance policy currently in litigation in the State of Illinois where Ted Bernstein is trying to convert the proceeds to himself against the insurers request to get a court order from this court. Other documents have been admittedly forged and fraudulent in the administration of the estate of Shirley Bernstein and Fraud on the Court before Hon Judge Martin H. Colin and continues by these same named fiduciary conspirators. From all these actions, Petitioner has lost all trust and faith and comes to this court to remedy these wrong-doings as no other option is available.

Petitioner prays that this Court can rectify the above matter and resolve this issue and demand the original car title be transferred to Joshua Bernstein so that the automobile can be properly titled, registered, insured and drivable by the rightful owner, Joshua Bernstein and stop the anguish and harm these actions are causing, again to a sixteen year old boy.

Petitioner requests that all current fiduciaries including but not limited to Personal Representatives, Estate Counsel and Trustees be removed for this willful, wanton, reckless, and gross negligent behavior and disregard of law by the alleged fiduciaries of the estate and estate counsel.

Petitioner requests that a court order be entered determining the persons entitled to the above-described property as exempt property under Section 732.402 of the Florida Probate Code and authorizing and directing the Personal Representatives to deliver and transfer the title of ownership.

Under penalties of perjury, I declare that I have read the foregoing, and the facts alleged are true, to the best of my knowledge and belief.

Signed on October 10, 2013

Petitioner

Eliot Bernstein

PRO SE

I CERTIFY that a copy hereof has been furnished to:

Ted Bernstein

Donald Tescher Co-Personal Representative of the Estate of Simon Bernstein

Robert Spallina, Co-Personal Representative of the Estate of Simon Bernstein

Robert Spallina c/o Tescher & Spallina, P.A. counsel for the Estate of Simon Bernstein

By _____, on October 10, 2013

TO REORDER CALL 954-846-9399
RECYCLED PAPER
LEGAL

36

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

In Re: The Estate of Probate Division

SHIRLEY BERNSTEIN, File #: 502011CP000653XXXXSB

Decedent.
_____/

SUCCESSOR
LETTERS OF ADMINISTRATION

TO ALL WHOM IT MAY CONCERN

WHEREAS, Shirley Bernstein, a resident of Palm Beach County, died on December 8, 2010, owning assets in the State of Florida, and

WHEREAS, Ted S. Bernstein, has been appointed as Successor Personal Representative of the estate of the decedent and have performed all acts prerequisite to issuance of Letters of Administration in the estate,

NOW, THEREFORE, I, the undersigned circuit judge, declare Ted S. Bernstein duly qualified under the laws of the State of Florida to act as personal representative of the estate of Shirley Bernstein, deceased, with full power to administer the estate according to law; to ask, demand, sue for, recover and receive the property of the decedent; to pay the debts of the decedent as far as the assets of the estate will permit and the law directs; and to make distribution of the estate according to law.

DONE and ORDERED in West Palm Beach, Palm Beach County, FL, on _____, 2013.

_____
Circuit Judge

TO REORDER CALL 954-846-9399
RECYCLED PAPER
LEGAL

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

In Re: The Estate of Probate Division

Shirley Bernstein, File No. 502011CP000653XXXXSB

Decedent.

_____/

OATH OF PERSONAL REPRESENTATIVE
DESIGNATION OF RESIDENT AGENT, AND ACCEPTANCE

STATE OF FLORIDA
COUNTY OF PALM BEACH

I, Ted S. Bernstein (Affiant), state under oath that:

1. I have been appointed as personal representative of the estate of Shirley Bernstein, deceased.
2. I will faithfully administer the estate of the decedent according to law.
3. My place of residence is 880 Berkeley Street, Boca Raton, FL 33487, and my post office address is the same.
4. I hereby designate Robert L. Spallina, Esquire, who is a member of The Florida Bar, a resident of Broward County, Florida, whose place of residence is 7387 Wisteria Avenue, Parkland, FL 33076, and whose post office address is 4855 Technology Way, Suite 720, Boca Raton, Florida 33431, as my agent for the service of process or notice in any action against me, either in my representative capacity, or personally, if the personal action accrued in the administration of the estate.

Ted S. Bernstein, Affiant

Sworn to and subscribed to before me on October 2, 2013, by Ted S. Bernstein, Affiant, who is personally known to me _____ or who produced Florida Driver License as identification.

Diane Dustin
Notary Public

(Affix Notarial Seal)

DIANE DUSTIN
MY COMMISSION EXPIRES
June 11, 2017
#EE 873369
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Bar Form No. P-3.0600
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Reviewed October 1, 1998

ACCEPTANCE

I CERTIFY that I am a permanent resident of Broward County, Florida, residing at the place indicated above. I hereby accept the foregoing designation as Resident Agent.

Signed on 10/5, 2013.

ROBERT L. SPALLINA, Resident Agent
rspallina@tescherspallina.com

Bar Form No P-3.0600
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Reviewed October 1, 1998

TO REORDER CALL 954-846-9399
RECYCLED PAPER
LEGAL

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF SHIRLEY BERNSTEIN,	PROBATE DIVISION
Deceased.	CASE NO: 502011CP000653XXXXSB
ELIOT IVAN BERNSTEIN, PRO SE	DIVISION: COLIN

Petitioner

vs.

TESCHER & SPALLINA, P.A., (and all parties associates and of counsel); ROBERT L. SPALLINA (both personally & professionally); DONALD R. TESCHER (both personally & professionally); THEODORE STUART BERNSTEIN (as alleged personal representative, trustee, successor trustee) (both personally and professionally); and JOHN and JANE DOE'S (1-5000),

Respondents.

ORDER ON NOTICE OF EMERGENCY MOTION TO FREEZE ESTATES

THIS CAUSE came before the Court on September 13, 2013, on the Emergency Motion to Freeze Estates filed by Eliot Bernstein and the interested persons having been duly noticed and in attendance at the Hearing were Eliot Bernstein; Candice Bernstein; Mark R. Manceri, Esq., as counsel for Robert L. Spallina and Donald R. Tescher; Robert L. Spallina and Theodore S. Bernstein, and the Court having heard the argument(s) of the parties and being otherwise fully advised in the premises, it is hereupon, ORDERED AND ADJUDGED, as follows:

1. The Court finds that no emergency currently exists. As such, the Emergency Motion is denied.

2. The Hearing time currently reserved for October 28, 2013 will be conducted as an evidentiary Hearing solely regarding the Estate of Shirley Bernstein.

3. The purpose of the evidentiary Hearing shall be for the Court to address any alleged improprieties or defects in the form of the pleadings or other documents submitted to the Court in furtherance of closing the Estate of Shirley Bernstein.

4. Pursuant to the request of Counsel for Robert L. Spallina and Donald R. Tescher the time of the evidentiary Hearing on October 28, 2013 has been moved from 10:00 a.m. to _____ p.m. One hour has been reserved.

DONE AND ORDERED in Chambers, at Delray Beach, Palm Beach County, Florida, this _____ day of September, 2013.

SIGNED & DATED
SEP 24 2013
MARTIN H. COLIN

HONORABLE MARTIN H. COLIN
CIRCUIT COURT JUDGE

Copies furnished to:
Mark R. Manceri, Esq.
Eliot Bernstein
All Interested Persons

TO REORDER CALL 954-846-9399

RECYCLED PAPER

LEGAL

33

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN, File No. 502011CP000653XXXXSB

Deceased.

AGREED ORDER TO REOPEN ESTATE AND APPOINT SUCCESSOR PERSONAL REPRESENTATIVES

On the motion of Tescher & Spallina, PA for administration of the Estate of Shirley Bernstein, deceased, and pursuant to an agreement announced in open Court on the record by the persons in attendance at a hearing on September 13, 2013 regarding the estate of the decedent, the Court finding that the decedent died on December 8, 2010, that the personal representative of the estate, Simon Bernstein, died on September 13, 2012, and that Ted S. Bernstein is entitled to appointment as personal representative by reason of being named in the decedent's Will dated May 20, 2008 as successor personal representatives, it is:

ADJUDGED that the estate shall be reopened and that Ted S. Bernstein is appointed as successor personal representative of the estate of the decedent, and that upon taking the prescribed oaths, filing designations and acceptances of resident agent, and entering into bond in the sum of $ -0-, Successor Letters of Administration shall be issued.

DONE and ORDERED in Delray Beach, Palm Beach County, FL, on SIGNED & DATED SEP 24 2013, 2013.

JUDGE MARTIN H. COLIN

Circuit Judge

cc: Mark Manceri, Esq.
Eliot I. Bernstein
All Interested Persons

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Reviewed October 1, 1998

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TO REORDER CALL 954-846-9399
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LEGAL

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXX SB

Probate Division

ORDER OF DISCHARGE

On the Petition for Discharge of SIMON BERNSTEIN, as personal representative of the Estate of Shirley Bernstein, deceased, the court finding that the estate has been fully administered and properly distributed, that claims of creditors have been paid or otherwise disposed of, that the tax imposed by Chapter 198 of the Florida Statutes, if any, has been paid, and that the personal representative should be discharged, it therefore is

ADJUDGED that the personal representative is discharged, and the surety on the personal representative's bond, if any, is released from further liability.

ORDERED on _____, 2012.

SIGNED & DATED
JAN 03 2013
JUDGE MARTIN H. COLIN

Circuit Judge

cc: Robert L. Spallina, Esquire

Bar Form No. P-5.0550
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TO REORDER CALL 954-846-9399
RECYCLED PAPER
LEGAL

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011000653XXXX SB

Probate Division

PETITION FOR DISCHARGE
(full waiver)

Petitioner, SIMON BERNSTEIN, as personal representative of the above estate, alleges:

1. The decedent, Shirley Bernstein, a resident of Palm Beach County, died on December 8, 2010, and Letters of Administration were issued to petitioner on February 10, 2011.

2. Petitioner has fully administered this estate by making payment, settlement, or other disposition of all claims and debts that were presented, and by paying or making provision for the payment of all taxes and expenses of administration.

3. Petitioner has filed all required estate tax returns with the Internal Revenue Service and with the Department of Revenue of the State of Florida, and has obtained and filed, or file herewith, evidence of the satisfaction of this estate's obligations for both federal and Florida estate taxes, if any.

4. The only persons, other than petitioner, having an interest in this proceeding, and their respective addresses are:

NAME	ADDRESS	RELATIONSHIP	BIRTH DATE (if Minor)
Simon L. Bernstein	7020 Lions Head Lane Boca Raton, FL 33496	spouse	adult
Ted S. Bernstein	880 Berkeley Street Boca Raton, FL 33487	son	adult

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Pamela B. Simon	950 North Michigan Avenue Suite 2603 Chicago, IL 60606	daughter	adult
Eliot Bernstein	2753 NW 34th Street Boca Raton, FL 33434	son	adult
Jill Iantoni	2101 Magnolia Lane Highland Park, IL 60035	daughter	adult
Lisa S. Friedstein	2142 Churchill Lane Highland Park, IL 60035	daughter	adult

5. Petitioner, pursuant to Section 731.302 of the Florida Probate Code, and as permitted by Fla. Prob. R. 5.400(f), files herewith waivers and receipts signed by all interested persons:

(a) acknowledging that they are aware of the right to have a final accounting;

(b) waiving the filing and service of a final accounting;

(c) waiving the inclusion in this petition of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers or other agents employed by the personal representative and the manner of determining that compensation;

(d) acknowledging that they have actual knowledge of the amount and manner of determining compensation of the personal representative, attorneys, accountants, appraisers, or other agents, and agreeing to the amount and manner of determining such compensation, and waiving any objections to the payment of such compensation;

(e) waiving the inclusion in this petition of a plan of distribution;

(f) waiving service of this petition and all notice thereof;

(g) acknowledging receipt of complete distribution of the share of the estate to which they are entitled; and

(h) consenting to the entry of an order discharging petitioner, as personal representative, without notice, hearing or waiting period and without further accounting.

Petitioner requests that an order be entered discharging petitioner as personal representative of this estate and releasing the surety on any bond which petitioner may have posted in this proceeding from any liability on it.

Under penalties of perjury, I declare that I have read the foregoing, and the facts alleged are true, to the best of my knowledge and belief.

Signed on April 9, 2012.

Personal Representative

SIMON L. BERNSTEIN

Respectfully Submitted,
TESCHER & SPALLINA, P.A.

By: _____
ROBERT L. SPALLINA, ESQUIRE
Florida Bar No. 497381
4855 Technology Way, St. 720
Boca Raton, FL 33431
561-997-7008

N:\WPDATA\estates\Bernstein, Shirley\Pleadings\Closing Pleadings\Discharge Per.wpd

30

TO REORDER CALL 954-846-9399
RECYCLED PAPER
LEGAL

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB

Probate Division

Division

WAIVER OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR DISCHARGE; AND RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE

The undersigned, Lisa S. Friedstein, whose address is 2142 Churchill Lane, Highland Park, IL 60035, and who has an interest in the above estate as beneficiary of the estate:

(a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;

(b) Waives the filing and service of a final or other accounting by the personal representative;

(c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;

(d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;

(e) Waives the inclusion in the Petition for Discharge of a plan of distribution;

(f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;

(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and

(h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on August 21, 2012.

Beneficiary

By: Lisa Friedstein
LISA S. FRIEDSTEIN

Sworn to and subscribed to before me on August 21, 2012, by LISA S. FRIEDSTEIN, who is personally known to me ✓ or who produced _____ as identification.

KIMBERLY MORAN
MY COMMISSION EXPIRES
April 28, 2016
#EE 156021
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

(Affix Notarial Seal)

Kimberly Moran
Notary Public State of Florida

29

TO REORDER CALL 954-846-9399

RECYCLED PAPER

LEGAL

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB
Probate Division
Division

WAIVER OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR DISCHARGE; AND RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE

The undersigned, Jill Iantoni, whose address is 2101 Magnolia Lane, Highland Park, IL 60035, and who has an interest in the above estate as beneficiary of the estate:

(a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;

(b) Waives the filing and service of a final or other accounting by the personal representative;

(c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;

(d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;

(e) Waives the inclusion in the Petition for Discharge of a plan of distribution;

(f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;

(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and

(h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on October 1, 2012.

Beneficiary

By: Jill Iantoni
JILL IANTONI

Sworn to and subscribed to before me on October 1, 2012, by JILL IANTONI, who is personally known to me ✓ or who produced _____ as identification.

(Affix Notarial Seal)

KIMBERLY MORAN
MY COMMISSION EXPIRES
Apr 28 2016
#EE 156021
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Kimberly Moran
Notary Public State of Florida

28

TO REORDER CALL 954-846-9399
RECYCLED PAPER
LEGAL

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF File No. 502011CP000653XXXXSB

SHIRLEY BERNSTEIN, Probate Division

Deceased. Division

WAIVER OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR DISCHARGE; AND RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE

The undersigned, Eliot Bernstein, whose address is 2753 NW 34th Street, Boca Raton, FL 33434, and who has an interest in the above estate as beneficiary of the estate:

(a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;

(b) Waives the filing and service of a final or other accounting by the personal representative;

(c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;

(d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;

(e) Waives the inclusion in the Petition for Discharge of a plan of distribution;

(f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;

(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and

(h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on May 15, 2012.

Beneficiary

By: _____
ELIOT BERNSTEIN

Sworn to and subscribed before me on May 15, 2012, by ELLIOT BERNSTEIN, who is personally known to me or who produced _____ as identification.

(Affix Notarial Seal)

NOTARY PUBLIC, STATE OF FLORIDA #EE 156021 Bonded thru Notary Public Underwriters MY COMMISSION EXPIRES April 28, 2016

_____
Notary Public State of Florida

TO REORDER CALL 954-846-9399

RECYCLED PAPER

LEGAL

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB

Probate Division

Division

WAIVER OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR DISCHARGE; AND RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE

The undersigned, Pamela B. Simon, whose address is 950 North Michigan Avenue, Suite 2603, Chicago, IL 60606, and who has an interest in the above estate as beneficiary of the estate:

(a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;

(b) Waives the filing and service of a final or other accounting by the personal representative;

(c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;

(d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;

(e) Waives the inclusion in the Petition for Discharge of a plan of distribution;

(f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;

(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and

(h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on 8/8, 2012.

Beneficiary

By: _____
PAMELA B. SIMON

Sworn, signed, subscribed to before me on August 8, 2012, by PAMELA B. SIMON, who is personally known to me ✓ or who produced _____ as identification.

(Affix Notarial Seal)

KIMBERLY MORAN MY COMMISSION EXPIRES April 20, 2016 #EE 156021 Bonded thru Notary Public Underwriters NOTARY PUBLIC, STATE OF FLORIDA

Kimberly Moran
Notary Public State of Florida

TO REORDER CALL 954-846-9399

RECYCLED PAPER

LEGAL

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB

Probate Division

Division

WAIVER OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR DISCHARGE; AND RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE

The undersigned, Ted S. Bernstein, whose address is 880 Berkeley Street, Boca Raton, Florida 33487, and who has an interest in the above estate as beneficiary of the estate:

(a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;

(b) Waives the filing and service of a final or other accounting by the personal representative;

(c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;

(d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;

(e) Waives the inclusion in the Petition for Discharge of a plan of distribution;

(f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;

(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and

(h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on 8/1/12, 2012.

Beneficiary

By: Ted Bernstein
TED BERNSTEIN

Sworn to and subscribed to before me on August 1 2012, 2012, by TED BERNSTEIN, who is personally known to me ____ or who produced _____ as identification.

(Affix Notarial Seal)

KIMBERLY MORAN MY COMMISSION EXPIRES JUNE 28, 2014 #EE 156021 Bonded thru Notary Public Underwriters NOTARY PUBLIC, STATE OF FLORIDA

Kimberly Moran
Notary Public State of Florida

TO REORDER CALL 954-846-9399
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LEGAL

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB

Probate Division

Division

WAIVER OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR DISCHARGE; AND RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE

The undersigned, Simon L. Bernstein, whose address is 7020 Lions Head Lane, Boca Raton, Florida 33496, and who has an interest in the above estate as beneficiary of the estate:

(a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;

(b) Waives the filing and service of a final or other accounting by the personal representative;

(c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;

(d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;

(e) Waives the inclusion in the Petition for Discharge of a plan of distribution;

(f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;

(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and

(h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on 4/9/12, 2012.

Beneficiary

By: _____
SIMON L. BERNSTEIN

Sworn to and subscribed to before me on April 9, 2012 by SIMON BERNSTEIN, who is personally known to me _____ or who produced _____ as identification.

(Affix Notarial Seal)

KIMBERLY MORAN MY COMMISSION # EE 156021 EXPIRES April 29, 2016 #EE 156021 Bonded thru Notary Public Underwriters NOTARY PUBLIC, STATE OF FLORIDA

_____
Notary Public State of Florida

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ON ALL STATE LEGAL company
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24

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB
Probate Division
Division

2012 OCT 24 PM 1:31
SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CITY - RECEIVED-FILED

WAIVER OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR DISCHARGE; AND RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE

The undersigned, Lisa S. Friedstein, whose address is 2142 Churchill Lane, Highland Park, IL 60035, and who has an interest in the above estate as beneficiary of the estate:

(a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;

(b) Waives the filing and service of a final or other accounting by the personal representative;

(c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;

(d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;

(e) Waives the inclusion in the Petition for Discharge of a plan of distribution;

(f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;

(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and

(h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on August 21, 2012.

Beneficiary

By: Lisa Friedstein
LISA S. FRIEDSTEIN

TO REORDER CALL 954-846-9399
RECYCLED PAPER
LEGAL

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB

Probate Division

Division

2012 OCT 24 PM 1:31
SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CITY BRANCH-FILED

WAIVER OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR DISCHARGE; AND RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE

The undersigned, Jill Iantoni, whose address is 2101 Magnolia Lane, Highland Park, IL 60035, and who has an interest in the above estate as beneficiary of the estate:

(a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;

(b) Waives the filing and service of a final or other accounting by the personal representative;

(c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;

(d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;

(e) Waives the inclusion in the Petition for Discharge of a plan of distribution;

(f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;

(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and

(h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on October 1st, 2012.

Beneficiary

By: _____
JILL IANTONI

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB
Probate Division
Division

WAIVER OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR DISCHARGE; AND RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE

The undersigned, Jill Iantoni, whose address is 2101 Magnolia Lane, Highland Park, IL 60035, and who has an interest in the above estate as beneficiary of the estate:

(a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;

(b) Waives the filing and service of a final or other accounting by the personal representative;

(c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;

(d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;

(e) Waives the inclusion in the Petition for Discharge of a plan of distribution;

(f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;

(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and

(h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on AUGUST 12TH, 2012.

Beneficiary

By: Jill Iantoni
JILL IANTONI

JILL IANTONI
2101 MAGNOLIA LANE
HIGHLAND PARK, IL 60035

[redacted]

8-12-12

Mr. Robert L. Spallina
Law Offices of Tescher & Spallina, P.A.
Boca Village Corporate Center I
4855 Technology Way, Suite 720
Boca Raton, Florida 33431

Dear Mr. Spallina:

As you requested enclosed is my signed Waiver of Accounting and Portions of Petition for Discharge; Waiver of Service of Petition for Discharge; and Receipt of Beneficiary and Consent to Discharge (the "Waiver"). Please note that I have signed the enclosed Waiver based on, and in reliance on, the statement made to me and my siblings during the joint telephone conference that we had with you and my father on May 10, 2012, that upon my father's death, whatever is left of my parents' assets will be divided equally between my parents' 10 grandchildren.

In addition, as you know, [redacted], David Simon, called to your attention certain erroneous statements that you included in the Waiver, including reference to the fact that I have an interest in the Estate of Shirley Bernstein as a beneficiary, that I have received complete distribution of my share and that I have actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers and other agents. In response, you sent an email to [redacted] on June 4, 2012, which stated that I am not entitled to anything under my mother's probate estate and my father is not taking a personal representative fee and your fee and the accountant's fee are reasonable. You did not, however, include the amount of your fee and the accountant's fee as required under the Waiver.

Although I do not feel comfortable signing the Waiver with erroneous statements included in it, as you instructed, I have signed the Waiver with the erroneous statements.

Sincerely,

[redacted]

Jill Ianton

JILL IANTONI

TO REORDER CALL 954-846-9399
RECYCLED PAPER
LEGAL OFFICE PRODUCTS & SUPPLIES

22

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB

Probate Division

Division

2012 OCT 24 PM 1:31
SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CITY BRANCH-FILED

WAIVER OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR DISCHARGE; AND RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE

The undersigned, Eliot Bernstein, whose address is 2753 NW 34th Street, Boca Raton, FL 33434, and who has an interest in the above estate as beneficiary of the estate:

(a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;

(b) Waives the filing and service of a final or other accounting by the personal representative;

(c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;

(d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;

(e) Waives the inclusion in the Petition for Discharge of a plan of distribution;

(f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;

(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and

(h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on May 15, 2012.

Beneficiary

By: _____
ELIOT BERNSTEIN

TO REORDER CALL 954-846-9399

RECYCLED PAPER

LEGAL

2012 OCT 24 PM 1:31
SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CITY BRANCH-FILED

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF File No. 502011CP000653XXXXSB

SHIRLEY BERNSTEIN, Probate Division

Deceased. Division

WAIVER OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR DISCHARGE; AND RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE

The undersigned, Pamela B. Simon, whose address is 950 North Michigan Avenue, Suite 2603, Chicago, IL 60606, and who has an interest in the above estate as beneficiary of the estate:

(a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;

(b) Waives the filing and service of a final or other accounting by the personal representative;

(c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;

(d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;

(e) Waives the inclusion in the Petition for Discharge of a plan of distribution;

(f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;

(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and

(h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on 8/8, 2012.

Beneficiary

By: _____
PAMELA B. SIMON

TO REORDER CALL 954-846-9399
RECYCLED PAPER
LEGAL

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB

Probate Division

Division

2012 OCT 24 PM 1:31
SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CTY BRANCH-FILED

WAIVER OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR DISCHARGE; AND RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE

The undersigned, Ted S. Bernstein, whose address is 880 Berkeley Street, Boca Raton. Florida 33487, and who has an interest in the above estate as beneficiary of the estate:

(a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;

(b) Waives the filing and service of a final or other accounting by the personal representative;

(c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;

(d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;

(e) Waives the inclusion in the Petition for Discharge of a plan of distribution;

(f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;

(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and

(h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on 8/1/12, 2012.

Beneficiary

By: Ted Bernstein
TED BERNSTEIN

TO REORDER CALL 954-846-9399

RECYCLED PAPER

LEGAL

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB

Probate Division

Division

2012 OCT 24 PM 1:31
SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CTY BRANCH-FILED

WAIVER OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR DISCHARGE; AND RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE

The undersigned, Simon L. Bernstein, whose address is 7020 Lions Head Lane, Boca Raton, Florida 33496, and who has an interest in the above estate as beneficiary of the estate:

(a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;

(b) Waives the filing and service of a final or other accounting by the personal representative;

(c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;

(d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;

(e) Waives the inclusion in the Petition for Discharge of a plan of distribution;

(f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;

(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and

(h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on 4/9/12, 2012.

Beneficiary

By: _____
SIMON L. BERNSTEIN

TO REORDER CALL 954-846-9399
RECYCLED PAPER
LEGAL OFFICE PRODUCTS & SUPPLIES SINCE 1917 AN ALL STATE LEGAL company

FLORIDA DEPARTMENT OF REVENUE

Affidavit of No Florida Estate Tax Due

(for decedents dying on or after January 1, 2000)

DR-312
N. 01/00

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL
IN RE: Estate of File No. 502011000653XXXSB
Shirley Bernstein, Deceased. Probate Division

(this space available for case style of estate probate proceeding)

(for official use only)

STATE OF FLORIDA
COUNTY OF PALM BEACH

I, the undersigned, SIMON BERNSTEIN (print name of personal representative), do hereby state:

1. I am the Personal Representative as defined in s. 198.01 or s. 731.201, Florida Statutes (F.S.), as the case may be, of the Estate of SHIRLEY BERNSTEIN (print name of decedent).
2. The decedent referenced above, whose Social Security Number is 347-30-9749, died on 12/08/2010 (date of death) and was domiciled, as defined in s. 198.015, F.S., at the time of death in the state of Florida.

   On date of death, the decedent was (check one): ☒ a U.S. citizen ☐ not a U.S. citizen
3. A federal estate tax return (federal Form 706 or 706-NA) is not required to be filed for the Estate.
4. The Estate does not owe Florida estate tax pursuant to Chapter 198, F.S.
5. I acknowledge personal liability for distribution in whole or in part of any of the Estate by having obtained release of such property from the lien of the Florida estate tax.

Under penalties of perjury, I declare that I have read this Affidavit and that the facts stated are true.

Executed this 9th day of April, 20 12.

Signature: _____

Print Name: SIMON BERNSTEIN

Mailing Address: 7020 Lions Head Lane, Boca R. to.,
FL, 33496 Telephone: _____

STATE OF Florida
COUNTY OF Palm Beach

Sworn to (or affirmed) and subscribed before me by Simon Bernstein
on this 9th day of April, 20 12.

Personally known ✓
Or Produced Identification _____
Type of Identification Produced _____

Signature of Notary: _____

NOTARY PUBLIC-STATE OF FLORIDA
Diana Banks
Commission #DD770917
Expires: MAY 11, 2013
BONDED THRU ATLANTIC BONDING CO., INC.

(Print, Type or Stamp Name of Notary)

TO REORDER CALL 954-846-9399
RECYCLED PAPER
LEGAL

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

PROBATE DIVISION

FILE NO.: 502011000653CPXXXXSB

DIVISION:

STATEMENT REGARDING CREDITORS

The undersigned, SIMON BERNSTEIN, as personal representative of the estate of Shirley Bernstein, deceased, alleges:

1. A Notice to Creditors in the estate of the decedent has been published as required by law, with the first publication occurring on March 18, 2011.

2. Diligent search has been made to ascertain the names and location or mailing addresses of all creditors of the decedent and of all other persons having claims or demands against the estate.

3. The names and, if known, the addresses of all creditors and other persons ascertained to have claims or demands against the estate and who have not filed a timely claim, or who have not had their claim included in a Personal Representative's Proof of Claim filed in this proceeding, are:

None

4. A copy of the Notice of Administration was served on each of the persons named on the attached schedule (if any) within three months after the first publication of the Notice of Administration, except as otherwise indicated on that schedule.

Under penalties of perjury, I declare that I have read the foregoing, and the facts alleged are true, to the best of my knowledge and belief.

Signed on April 9, 2012.

Attorney for Personal Representative:

ROBERT L. SPALLINA, ESQUIRE
Florida Bar No. 0497381
4855 Technology Way, Ste. 720
Boca Raton, FL 33431
561-997-7008

Personal Representative:

Simon Bernstein

Bar Form No. P-3.0831
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Reviewed October 1, 1998

TO REORDER CALL 954-846-9399
RECYCLED PAPER
LEGAL

Report : CZRPRBC
Instance : JISPROD

CLERK OF THE CIRCUIT COURT
PALM BEACH COUNTY
PROBATE CHECKLIST

Date : 15-Feb-2012
Time : 9:45:17AM

******

2011CP000653

SHIRLEY BERNSTEIN

Per Rep BERNSTEIN, SIMON L.
7020 LIONS HEAD LANE
BOCA RATON, FL 33496

Attorney SPALLINA, ROBERT L.
4855 TECHNOLOGY WAY
SUITE 720
BOCA RATON, FL 33496

NOTE : ***** INDICATES NO DOCKET NUMBER ENTRY - DOCUMENT NOT FILED

Docket #	Date Filed	Description
2	10-Feb-2011	A. DEATH CERT PROBATE DECEDENT
*****		B. DEATH CERTIFICATE
7	10-Feb-2011	C. LETTERS OF ADMINISTRATION
10	25-Apr-2011	D. PROOF OF SRV NOT TO CREDITORS UPON THE AGENCY FOR HEALTH CARE ADMIN. & NOTICE OF FILING
*****		E. WAIVER OF NOTICE OF ADMINISTRATION
*****		F. PROOF OF PUBLICATION
12	09-Sep-2011	G. INVENTORY - ESTATE
*****		H. PR. AFFIDAVIT STMT RE CREDITORS SRCH FOR & NOT OF ADMIN
*****		I. CLAIMS FILED
*****		J. CLAIMS SATISFIED
*****		K. OBJECTION TO CLAIM
*****		L. NOTICE OF CIVIL ACTION
*****		M. ORDER STRIKING / DISMISSING CLAIM
*****		N. WITHDRAWAL OF CLAIM
*****		O. FEDERAL ESTATE TAX CLOSING LETTER

Only one of the two following Documents (Items P or Q) need be filed.

*****		P. FEDERAL ESTATE NON TAX CERTIFICATE
*****		Q. FINAL CERTIFICATE
*****		R. PETITION FOR DISCHARGE FILED
*****		S. REPORT OF DISTRIBUTION
*****		T. NOTICE FOR FINAL ACTING AND PETITION FOR DISCHARGE
*****		U. FINAL ACCOUNTING FILED
*****		V. OBJECTION TO FINAL ACCOUNTING
*****		W. WAIVER / SERVICE / CONSENT / RECEIPT
*****		X. RECEIPT OF BENEFICIARY

(czrprbc) Revised 25-Feb-2004

Report : CZRPRBC
Instance : JISPROD

CLERK OF THE CIRCUIT COURT
PALM BEACH COUNTY
PROBATE CHECKLIST

Date : 15-Feb-2012
Time : 9:45:17AM

2011CP000653 - continued

Docket #	Date Filed	Description

I HEREBY ATTEST TO THE FILING OF ALL REQUIRED DOCUMENTS FOR THE ABOVE NAMED ESTATE.

SIGNATURE

*** end of report czrprbc ***

(czrprbc) Revised : 25-Feb-2004

TO REORDER CALL 954-846-9399
RECYCLED PAPER
LEGAL

15

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN
Deceased.

PROBATE DIVISION
File No. 502011CP000653XXXXSB

PROOF OF SERVICE OF INVENTORY UPON FLORIDA DEPARTMENT OF REVENUE

PROOF OF SERVICE OF INVENTORY

I CERTIFY that on September 8, 2011, a copy of the Inventory of the above estate was mailed by U.S. certified mail, postage prepaid, return receipt requested, to the following:

Florida Department of Revenue
5050 W. Tennessee St., Bldg. K
Tallahassee, FL 32399-0100

SIGNED receipts or other evidence that delivery was made to, or refused by, each addressee or the address's agent are attached.

UNDER PENALTIES OF PERJURY, I declare that I have read the foregoing and the facts alleged are true, to the best of my knowledge and belief.

SIGNED on October 4, 2011.

Respectfully Submitted,
TESCHER & SPALLINA, P.A.

By:_____
ROBERT L. SPALLINA, ESQUIRE
Florida Bar No. 497381
4855 Technology Way, Ste. 720
Boca Raton, FL 33431
561-997-7008

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Florida Dept. of Revenue
5050 W. Tennessee St.
Bldg. K.
Tallahassee, FL 32399-0100

Bernstein - Inventory

COMPLETE THIS SECTION ON DELIVERY

A. Signature
☐ Agent
☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number *(Transfer from service label)* 7006 3450 0001 2704 1004

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Phone: (561) 997-7008

EX PARTE SLIP

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA
PROBATE DIVISION

DATE: October 4, 2011

CASE NO.: 502011000653CPXXXX SB STYLE: Estate of Shirley Bernstein

---

Conformed copies: _____ Mailed: _____ Stamped Envelope Enclosed:____
Certified copies: _____ Mailed: _____
Check in the amount of _____ for:
Filing fee_____ Certified copies _____

MEMO TO JUDGE OR EX PARTE CLERK

Enclosed for filing is the Proof of Service of Inventory of the above referenced Estate upon the Florida Department of Revenue.

Thank you for your courtesies in this matter.

Tescher & Spallina, PA

By:_____
Robert L. Spallina, Esquire

TO REORDER CALL 954-846-9399
RECYCLED PAPER
LEGAL OFFICE PRODUCTS & SUPPLIES an ALL-STATE LEGAL company

7004 3450 0001 2704 1004

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

OFFICIAL USE

Postage	$	mailed 9/8/11
Certified Fee		
Return Receipt Fee (Endorsement Required)		Postmark Here
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	$	

Bernstein - Inventory

Sent To: Florida Dept. of Revenue
Street, Apt. No.; or PO Box No.: 5050 W. Tennessee St., Bldg. K.
City, State, ZIP+4: Tallahassee, FL 32399-0100

PS Form 3800, August 2006 — See Reverse for Instructions

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN File No. 502011CP000653XXXX SB

Deceased.

INVENTORY

The undersigned personal representative of the estate of SHIRLEY BERNSTEIN, deceased, who died on December 8, 2010, and whose social security number is XXX-XX-9749, submits this inventory of all the property of the estate, that has come into the hands, possession, control, or knowledge of these personal representatives:

REAL ESTATE IN FLORIDA – Exempt (Protected) Homestead:

Description
NONE

REAL ESTATE IN FLORIDA – Non-Exempt Homestead:

Description	Estimated Fair Market Value
NONE	

(Whether homestead property is exempt from the claims of creditors, whether it is properly devised and whether it is a probate asset may have to be determined by appropriate proceedings.)

OTHER REAL ESTATE IN FLORIDA:

Description	Estimated Fair Market Value
NONE	$
Total Real Estate in Florida – Except Exempt (Protected) Homestead	$

Bar Form No. P-3.0100
© Florida Lawyers Support Services, Inc.
Reviewed October 1, 1998

Estate of Shirley Bernstein
File No. 502011CP000653XXXX SB
INVENTORY

PERSONAL PROPERTY WHEREVER LOCATED:

Description	Estimated Fair Market Value
Furniture, furnishings, household goods and personal effects	$ 25,000.00 (est.)

TOTAL OF ALL PERSONAL PROPERTY AND FLORIDA REAL ESTATE$ $ 25,000.00

All real estate located outside the State of Florida owned by the decedent of which the personal representative is aware, if any, is described on a schedule attached hereto. [If none, so indicate]

NONE

NOTICE: Each residuary beneficiary in a testate estate or heir in an intestate estate has the right to request a written explanation of how the inventory value of any asset was determined, including whether the personal representative obtained an independent appraisal for that asset and from whom the appraisal was obtained. Any other beneficiary may request this information regarding all assets distributed to or proposed to be distributed to that beneficiary.

Under penalties of perjury, I declare that I have read the foregoing, and the facts alleged are true to the best of my knowledge and belief.

Signed on this 29th day of August, 2011.

ROBERT L. SPALLINA, Esq.
Attorney for Personal Representative
Florida Bar No. 497381
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Telephone: (561) 997-7008

SIMON BERNSTEIN, Personal Representative

Bar Form No. P-3.0100
© Florida Lawyers Support Services, Inc.
Reviewed October 1, 1998

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Inventory was furnished by U.S. certified mail to:

Florida Department of Revenue
5050 W. Tennessee St., Bldg. K
Tallahassee, FL 32399-0100

on this 8 day of Sep, 2011.

TESCHER & SPALLINA, P.A.
Attorneys for the Personal Representative
of the Estate of Shirley Bernstein
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
Telephone: (561) 997-7008

BY: _____
ROBERT L. SPALLINA, ESQ.
Florida Bar No. 497381

Bar Form No. P-3.0100
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Reviewed October 1, 1998

Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Phone: (561) 997-7008

EX PARTE SLIP

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA
PROBATE DIVISION

DATE: September 8, 2011

CASE NO.: 502011000653CPXXXX SB STYLE: Estate of Shirley Bernstein

---

Conformed copies: _____ Mailed: _____ Stamped Envelope Enclosed:____
Certified copies: _____ Mailed: _____
Check in the amount of _____ for:
Filing fee_____ Certified copies _____

MEMO TO JUDGE OR EX PARTE CLERK

Enclosed for filing is the Inventory of the above referenced Estate.

Thank you for your courtesies in this matter.

Tescher & Spallina, PA

By:_____
Robert L. Spallina, Esquire

TO REORDER CALL 954-846-9399
RECYCLED PAPER
LEGAL

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN,

File No. 502011CP000653XXXXSB

Deceased.

PROOF OF SERVICE OF NOTICE OF ADMINISTRATION

I CERTIFY that on April 5, 2011, a copy of the attached Notice of Administration was mailed by United States registered or certified mail, return receipt requested, postage prepaid, to the entities on the attachment hereto.

SIGNED receipts or other evidence that delivery was made to, or refused by, each addressee or the address's agent are attached.

UNDER PENALTIES OF PERJURY, I declare that I have read the foregoing and the facts alleged are true, to the best of my knowledge and belief.

SIGNED on 7/21, 2011.

TESCHER & SPALLINA, P.A.

By: _____

ROBERT L. SPALLINA, ESQUIRE
Florida Bar No. 497381
4855 Technology Way, Suite 720
Boca Raton, FL 33431
(561) 997-7008

Bar Form No. P-3.0420
© Florida Lawyers Support Services, Inc.
Text Revised October 1, 1998

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN, File No. 502011CP000653XXXXSB

Deceased.

NOTICE OF ADMINISTRATION

The administration of the estate of SHIRLEY BERNSTEIN, deceased, File Number 502011CP000653XXXXSB _____ is pending in the Circuit Court for Palm Beach County, Florida, Probate Division, the address of which is Palm Beach South County Courthouse, 200 W. Atlantic Avenue, Delray Beach, Florida 33444. The decedent's Will, which is dated May 20, 2008, has been admitted to probate. The name and address of the personal representative and of the personal representative's attorney are set forth below.

A beneficiary of a Will or Codicil described above is not required to have an attorney or to file and document in order to receive the inheritance provided in that Will or Codicil.

Any interested person on whom a copy of this Notice of Administration is served who challenges the validity of the Will and/or Codicil, qualifications of the personal representative, venue, or jurisdiction of the court, is required to file any objection with the court following the form and procedure provided in the Florida Probate Rules WITHIN THE TIME REQUIRED BY LAW, which is on or before the date that is three (3) months after the date of service of a copy of the Notice of Administration on that person, or those objections are forever barred.

A petition for determination of exempt property is required to be filed by or on behalf of any person entitled to exempt property under Section 732.402 of the Florida Probate Code WITHIN THE TIME REQUIRED BY LAW, which is on or before the later of the date that is four (4) months after the date of service of a copy of the Notice of Administration on that person or the date that is forty (40) days after the date of termination of any proceeding involving the construction, admission to probate, or validity of the Will and/or Codicil or involving any other matter affecting any part of the exempt property, or the right of the personal to exempt property is deemed to have been waived.

Any election to take an elective share must be filed WITHIN THE TIME REQUIRED BY LAW, which is on or before the earlier of the date that is six (6) months after the date of service of a copy of the Notice of Administration on the surviving spouse, or an attorney in fact or a guardian of the property of the surviving spouse, or the date that is two (2) years after the date of the decedent's death.

Attorney for Personal Representative:

ROBERT L. SPALLINA, ESQUIRE
Florida Bar No. 497381
Tescher & Spallina, P.A.
4855 Technology Way, Ste. 720
Boca Raton, FL 33431
561-997-7008

Personal Representative:

SIMON L. BERNSTEIN
7020 Lions Head Lane
Boca Raton, FL 33496

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Simon Bernstein
7020 Lions Head Lane
Boca Raton, FL 33496

Bernstein - Ntc of Admin

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by (Printed Name) S. Bernstein
C. Date of Delivery 4-6-11

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7008 1140 0002 1555 1422

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Ted Bernstein
880 Berkeley Street
Boca Raton, FL 33487

Bernstein - Ntc of Admin

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by (Printed Name)
C. Date of Delivery 4/6

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7007 2560 0002 7982 3990

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Pamela B. Simon
950 North Michigan Avenue
Suite 2603
Chicago, IL 60606

Bernstein - Ntc of Admin

2. Article Number (Transfer from service label) 7008 1140 0002 1555 1415

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Ben Lawson ☐ Agent ☐ Addressee

B. Received by (Printed Name) Ben Lawson C. Date of Delivery 4-8-11

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Eliot Bernstein
2753 NW 34th Street
Boca Raton, FL 33434

Bernstein - Ntc of Admin

2. Article Number (Transfer from service label) 7008 1140 0002 1555 1408

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery 4/6/11

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Lisa S. Friedstein
2142 Churchill Lane
Highland Park, IL 60035

Bernstein - Ntc of Admin

2. Article Number (Transfer from service label) 7008 1140 0002 1555 1385

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) Lisa Friedstein C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

APR 08 2011

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

TS001953

NIXIE 600 SE 1 00 04/27/11
RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD
BC: 33431335195 *0375-01494-05-41

NAME
1st Notice APR 5 2011
2nd Notice
Return
Jill Iantoni
2101 Magnolia Lane
Highland Park, IL 60035

LAW OFFICES
TESCHER & SPALLINA
BOCA VILLAGE CORPORATE CENTER I
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FLORIDA 33431

7008 1140 0002 1555 1392

FB86781311 APR 05 11
05.54O
2891 16D
0732 BOCA RATON FL 33431

CERTIFIED MAIL™

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.	A. Signature X ☐ Agent ☐ Addressee B. Received by (Printed Name) C. Date of Delivery D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No
1. Article Addressed to: Jill Iantoni 2101 Magnolia Lane Highland Park, IL 60035	3. Service Type ☑ Certified Mail ☐ Express Mail ☐ Registered ☐ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D.
Bernstein - Ntc of Admin	4. Restricted Delivery? (Extra Fee) ☐ Yes
2. Article Number (Transfer from service label)	7008 1140 0002 1555 1392

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Jill Iantoni
2101 Magnolia Lane
Highland Park, IL 60035

Bernstein - Ntc of Admin

2. Article Number
(Transfer from service label) 7008 1140 0002 1555 1392

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

TS001954

Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Phone: (561) 997-7008

EX PARTE SLIP

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA
PROBATE DIVISION

DATE: July 28, 2011

CASE NO.: 502011000653CPXXXX SB STYLE: Estate of Shirley Bernstein

---

Conformed copies: _____ Mailed: _____ Stamped Envelope Enclosed:____
Certified copies: _____ Mailed: _____
Check in the amount of _____ for:
Filing fee_____ Certified copies _____

MEMO TO JUDGE OR EX PARTE CLERK

Enclosed for filing is the Proof of Service of Notice of Administration.

Thank you for your courtesies in this matter.

Tescher & Spallina, PA

By:_____
Robert L. Spallina, Esquire

TO REORDER CALL 954-846-9399
RECYCLED PAPER
LEGAL

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN File No. 502011CP000653XXXXSB

Deceased.

NOTICE OF FILING
PROOF OF SERVICE OF
NOTICE TO CREDITORS UPON THE AGENCY FOR
HEALTH CARE ADMINISTRATION

I CERTIFY THAT ON April 5, 2011, a copy of the attached Notice to Creditors was mailed by United States certified mail, return receipt requested, postage prepaid, or was delivered in a manner permitted by Fla. Prob. R. 5.040(a), to:

Agency For Health Care Administration
c/o FL TPL Recovery Unit
P.O. Box 12188
Tallahassee, FL 32317

Signed receipt or other evidence that delivery was made to, or refused by, the addressee or the addressee's agent are attached.

Under penalties of perjury, I declare that I have read the foregoing, and the facts alleged are true, to the best of my knowledge and belief.

Signed on April 22, 2011.

Respectfully Submitted,

TESCHER & SPALLINA, P.A.

By: _____
ROBERT L. SPALLINA, ESQUIRE
Florida Bar No. 497381
4855 Technology Way, Ste. 720
Boca Raton, FL 33431
561-997-7008

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN, File No. 502011CP000653XXXXSB

Deceased.

NOTICE TO CREDITORS

The administration of the estate of SHIRLEY BERNSTEIN, deceased, whose date of death was December 8, 2010, File Number 502011CP000653XXXXSB, is pending in the Circuit Court for Palm Beach County, Florida, Probate Division, the address of which is Palm Beach South County Courthouse, 200 W. Atlantic Avenue, Attn: Probate Division, Room 170, Delray Beach, FL 33444. The names of the personal representative and the personal representative's attorney and his address are set forth below.

All creditors of the decedent and other persons having claims or demands against decedent's estate on whom a copy of this notice has been served must file their claims with this Court WITHIN THE LATER OF THREE (3) MONTHS AFTER THE FIRST PUBLICATION OF THIS NOTICE OR THIRTY (30) DAYS AFTER THE TIME OF SERVICE OF A COPY OF THIS NOTICE ON THEM.

All other creditors of the decedent and other persons having claims or demands against decedent's estate must file their claims with this court WITHIN THREE (3) MONTHS AFTER THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE.

ALL CLAIMS NOT SO FILED WILL BE FOREVER BARRED.

NOTWITHSTANDING THE TIME PERIOD SET FORTH ABOVE, ANY CLAIM FILED TWO (2) YEARS OR MORE AFTER THE DECEDENT'S DATE OF DEATH IS BARRED.

The date of the first publication of this Notice is March 18, 2011.

Attorney for Personal Representative:

ROBERT L. SPALLINA, ESQUIRE
Florida Bar No. 0497381
Tescher & Spallina, P.A.
4855 Technology Way, Ste. 720
Boca Raton, FL 33431
561-997-7008

Personal Representative:

SIMON L. BERNSTEIN
7020 Lions Head Lane
Boca Raton, FL 33496

Bar Form No. P-3.0740
© Florida Lawyers Support Services, Inc.
Reviewed October 1, 1998

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Agency for Healthcare Admin
c/o FL TPL Recovery Unit
P.O. Box 12188
Tallahassee FL 32317

Bernstein - Ntc to Creditors

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X ☐ Agent ☐ Addressee

B. Received by (Printed Name) | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7008 1140 0002 1555 1378

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Phone: (561) 997-7008

EX PARTE SLIP

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA
PROBATE DIVISION

DATE: April 22, 2011

CASE NO.: 502011000653CPXXXX SB STYLE: Estate of Shirley Bernstein

---

Conformed copies: _____ Mailed: _____ Stamped Envelope Enclosed:____
Certified copies: _____ Mailed: _____
Check in the amount of _____ for:
Filing fee_____ Certified copies _____

MEMO TO JUDGE OR EX PARTE CLERK

Enclosed for filing is the Notice of Filing Proof of Service of Notice to Creditors Upon the Agency for Healthcare Administration.

Thank you for your courtesies in this matter.

Tescher & Spallina, PA

By:_____
Robert L. Spallina, Esquire

TO REORDER CALL 954-846-9399
RECYCLED PAPER
GTS LEGAL

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN, File No.: 502011CP000653XXXX SB
Deceased.

NOTICE OF FILING
PROOF OF PUBLICATION
OF NOTICE OF ADMINISTRATION

SIMON L. BERNSTEIN, as Personal Representative of the Estate of Shirley Bernstein, deceased, by and through the undersigned attorney, files herewith the Proof of Publication of the Notice of Administration with reference to the above-styled Estate.

Dated this 5th day of April, 2011.

Respectfully Submitted,

TESCHER & SPALLINA, P.A.

By:_____
ROBERT L. SPALLINA, ESQUIRE
Florida Bar No. 0497381
Attorney for Personal Representative
Florida Bar No. 121086
4855 Technology Way, Ste. 720
Boca Raton, FL 33431
561-997-7008

N:\WPDATA\estates\Bernstein, Shirley\Pleadings\Ntc of Filing Proof of Publication of Ntc of Admin.wpd

PALM BEACH DAILY BUSINESS REVIEW

Published Daily except Saturday, Sunday and
Legal Holidays
West Palm Beach, Palm Beach County, Florida

STATE OF FLORIDA
COUNTY OF PALM BEACH:

Before the undersigned authority personally appeared SUSAN SMITH, who on oath says that he or she is the LEGAL CLERK, Legal Notices of the Palm Beach Daily Business Review f/k/a Palm Beach Review, a newspaper published at West Palm Beach in Palm Beach County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

502011CP000653XXXXSB
NOTICE OF ADMINISTRATION
IN RE: ESTATE OF SHIRLEY BERNSTEIN, DECEASED

in the CIRCUIT Court,
was published in said newspaper in the issues of

03/18/2011 03/25/2011

Affiant further says that the said Palm Beach Daily Business Review is a newspaper published at Palm Beach, in said Palm Beach County, Florida and that the said newspaper has heretofore been continuously published in said Palm Beach County,Florida,and has been entered as second class mail matter at the post office in West Palm Beach in said Palm Beach County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Susan Smith

Sworn to and subscribed before me this

25 day of MARCH , A.D. 2011

(SEAL)

SUSAN SMITH personally known to me

NANCY M. LYONS
MY COMMISSION # DD 990622
EXPIRES: June 26, 2014
Bonded Thru Notary Public Underwriters

NOTICE OF ADMINISTRATION

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL
PROBATE DIVISION
File No. 502011CP000653-XXXXSB
IN RE: ESTATE OF
SHIRLEY BERNSTEIN,
Deceased.

The administration of the estate of SHIRLEY BERNSTEIN, deceased, File Number 502011CP 000653XXXXSB, is pending in the Circuit Court for Palm Beach County, Florida, Probate Division, the address of which is Palm Beach South County Courthouse, 200 W. Atlantic Avenue, Delray Beach, Florida 33444. The decedent's Will, which is dated May 20, 2008, has been admitted to probate. The name and address of the personal representative and of the personal representative's attorney are set forth below.

A beneficiary of a Will or Codicil described above is not required to have an attorney or to file and document in order to receive the inheritance provided in that Will or Codicil.

Any interested person on whom a copy of this Notice of Administration is served who challenges the validity of the Will and/or Codicil, qualifications of the personal representative, venue, or jurisdiction of the court, is required to file any objection with the court following the form and procedure provided in the Florida Probate Rules WITHIN THE TIME REQUIRED BY LAW, which is on or before the date that is three (3) months after the date of service of a copy of the Notice of Administration on that person, or those objections are forever barred.

A petition for determination of exempt property is required to be filed by or on behalf of any person entitled to exempt property under Section 732.402 of the Florida Probate Code, WITHIN THE TIME REQUIRED BY LAW, which is on or before the later of the date that is four (4) months after the date of service of a copy of the Notice of Administration on that person or the date that is forty (40) days after the date of termination of any proceeding involving the construction, admission to probate, or validity of the Will and/or Codicil or involving any other matter affecting any part of the exempt property, or the right of the personal to exempt property is deemed to have been waived.

Any election to take an elective share must be filed WITHIN THE TIME REQUIRED BY LAW, which is on or before the earlier of the date that is six (6) months after the date of service of a copy of the Notice of Administration on the surviving spouse, or an attorney in fact or a guardian of the property of the surviving spouse, or the date that is two (2) years after the date of the decedent's death.

Personal Representative:
SIMON L. BERNSTEIN
7020 Lions Head Lane
Boca Raton, FL 33496

Attorney for Personal Representative:
ROBERT L. SPALLINA, ESQUIRE
Florida Bar No. 497381
TESCHER & SPALLINA, P.A.
4855 Technology Way, Ste. 720
Boca Raton, FL 33431
561-997-7008
3/18-25 11-7-88/1665869P

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN, File No. 502011CP000653XXXXSB

Deceased.

NOTICE OF ADMINISTRATION

The administration of the estate of SHIRLEY BERNSTEIN, deceased, File Number 502011CP000653XXXXSB _____ is pending in the Circuit Court for Palm Beach County, Florida, Probate Division, the address of which is Palm Beach South County Courthouse, 200 W. Atlantic Avenue, Delray Beach, Florida 33444. The decedent's Will, which is dated May 20, 2008, has been admitted to probate. The name and address of the personal representative and of the personal representative's attorney are set forth below.

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A petition for determination of exempt property is required to be filed by or on behalf of any person entitled to exempt property under Section 732.402 of the Florida Probate Code WITHIN THE TIME REQUIRED BY LAW, which is on or before the later of the date that is four (4) months after the date of service of a copy of the Notice of Administration on that person or the date that is forty (40) days after the date of termination of any proceeding involving the construction, admission to probate, or validity of the Will and/or Codicil or involving any other matter affecting any part of the exempt property, or the right of the personal to exempt property is deemed to have been waived.

Any election to take an elective share must be filed WITHIN THE TIME REQUIRED BY LAW, which is on or before the earlier of the date that is six (6) months after the date of service of a copy of the Notice of Administration on the surviving spouse, or an attorney in fact or a guardian of the property of the surviving spouse, or the date that is two (2) years after the date of the decedent's death.

Attorney for Personal Representative:

ROBERT L. SPALLINA, ESQUIRE
Florida Bar No. 497381
Tescher & Spallina, P.A.
4855 Technology Way, Ste. 720
Boca Raton, FL 33431
561-997-7008

Personal Representative:

SIMON L. BERNSTEIN
7020 Lions Head Lane
Boca Raton, FL 33496

TO REORDER CALL 954-846-9399

RECYCLED PAPER

LEGAL

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN, File No.: 502011CP000653XXXX SB
Deceased.

NOTICE OF FILING
PROOF OF PUBLICATION
OF NOTICE TO CREDITORS

SIMON L. BERNSTEIN, as Personal Representative of the Estate of Shirley Bernstein, deceased, by and through the undersigned attorney, files herewith the Proof of Publication of the Notice to Creditors with reference to the above-styled Estate.

Dated this 5th day of April, 2011.

Respectfully Submitted,

TESCHER & SPALLINA, P.A.

By: _____
ROBERT L. SPALLINA, ESQUIRE
Florida Bar No. 0497381
Attorney for Personal Representative
Florida Bar No. 121086
4855 Technology Way, Ste. 720
Boca Raton, FL 33431
561-997-7008

N:\WPDATA\estates\Bernstein, Shirley\Pleadings\Ntc of Filing Proof of Publication of Ntc to Cred.wpd

PALM BEACH DAILY BUSINESS REVIEW
Published Daily except Saturday, Sunday and
Legal Holidays
West Palm Beach, Palm Beach County, Florida

STATE OF FLORIDA
COUNTY OF PALM BEACH:

Before the undersigned authority personally appeared SUSAN SMITH, who on oath says that he or she is the LEGAL CLERK, Legal Notices of the Palm Beach Daily Business Review f/k/a Palm Beach Review, a newspaper published at West Palm Beach in Palm Beach County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

502011CP000653XXXXSB
NOTICE TO CREDITORS
IN RE: ESTATE OF SHIRLEY BERNSTEIN, DECEASED

in the CIRCUIT Court,
was published in said newspaper in the issues of

03/18/2011 03/25/2011

Affiant further says that the said Palm Beach Daily Business Review is a newspaper published at Palm Beach, in said Palm Beach County, Florida and that the said newspaper has heretofore been continuously published in said Palm Beach County,Florida,and has been entered as second class mail matter at the post office in West Palm Beach in said Palm Beach County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this

25 day of MARCH , A.D. 2011

(SEAL)

SUSAN SMITH personally known to me

NANCY M. LYONS
MY COMMISSION # DD 990822
EXPIRES: June 26, 2014
Bonded Thru Notary Public Underwriters

NOTICE TO CREDITORS
IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL
PROBATE DIVISION
File No. 502011CP000653 XXXXSB
IN RE: ESTATE OF
SHIRLEY BERNSTEIN,
Deceased.

The administration of the estate of SHIRLEY BERNSTEIN, deceased, whose date of death was December 8, 2010, File Number 502011CP000653XXXXSB, is pending in the Circuit Court for Palm Beach County, Florida, Probate Division, the address of which is Palm Beach South County Courthouse, 200 W. Atlantic Avenue, Attn: Probate Division, Room 170, Delray Beach, FL 33444. The names of the personal representative and the personal representative's attorney and his address are set forth below.

All creditors of the decedent and other persons having claims or demands against decedent's estate on whom a copy of this notice has been served must file their claims with this Court WITHIN THE LATER OF THREE (3) MONTHS AFTER THE FIRST PUBLICATION OF THIS NOTICE OR THIRTY (30) DAYS AFTER THE TIME OF SERVICE OF A COPY OF THIS NOTICE ON THEM.

All other creditors of the decedent and other persons having claims or demands against decedent's estate must file their claims with this court WITHIN THREE (3) MONTHS AFTER THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE.

ALL CLAIMS NOT SO FILED WILL BE FOREVER BARRED.

NOTWITHSTANDING THE TIME PERIOD SET FORTH ABOVE, ANY CLAIM FILED TWO (2) YEARS OR MORE AFTER THE DECEDENT'S DATE OF DEATH IS BARRED.

The date of the first publication of this Notice is March 18, 2011.

Personal Representative:
SIMON L. BERNSTEIN
7020 Lions Head Lane
Boca Raton, FL 33496

Attorney for Personal Representative:
ROBERT L. SPALLINA, ESQUIRE
Florida Bar No. 0497381
TESCHER & SPALLINA, P.A.
4855 Technology Way, Ste. 720
Boca Raton, FL 33431
561-997-7008
3/18-25 11-7-89/1665871P

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN, File No. 502011CP000653XXXXSB

Deceased.

NOTICE TO CREDITORS

The administration of the estate of SHIRLEY BERNSTEIN, deceased, whose date of death was December 8, 2010, File Number 502011CP000653XXXXSB, is pending in the Circuit Court for Palm Beach County, Florida, Probate Division, the address of which is Palm Beach South County Courthouse, 200 W. Atlantic Avenue, Attn: Probate Division, Room 170, Delray Beach, FL 33444. The names of the personal representative and the personal representative's attorney and his address are set forth below.

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NOTWITHSTANDING THE TIME PERIOD SET FORTH ABOVE, ANY CLAIM FILED TWO (2) YEARS OR MORE AFTER THE DECEDENT'S DATE OF DEATH IS BARRED.

The date of the first publication of this Notice is March 18, 2011.

Attorney for Personal Representative:

ROBERT L. SPALLINA, ESQUIRE
Florida Bar No. 0497381
Tescher & Spallina, P.A.
4855 Technology Way, Ste. 720
Boca Raton, FL 33431
561-997-7008

Personal Representative:

SIMON L. BERNSTEIN
7020 Lions Head Lane
Boca Raton, FL 33496

Bar Form No. P-3.0740
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Reviewed October 1, 1998

Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Phone: (561) 997-7008

EX PARTE SLIP

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA
PROBATE DIVISION

DATE: April 5, 2011

CASE NO.: 502011000653CPXXXX SB STYLE: Estate of Shirley Bernstein

---

Conformed copies: _____ Mailed: _____ Stamped Envelope Enclosed:____
Certified copies: _____ Mailed: _____
Check in the amount of _____ for:
Filing fee_____ Certified copies _____

MEMO TO JUDGE OR EX PARTE CLERK

Enclosed for filing are the following:

1) Notice of Filing Proof of Publication of Notice to Creditors; and
2) Notice of Filing Proof of Publication of Notice of Administration.

Thank you for your courtesies in this matter.

Tescher & Spallina, PA

By:_____
Robert L. Spallina, Esquire

TO REORDER CALL 954-846-9399
RECYCLED PAPER
GTS LEGAL

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN, File No. 502011CP000653XXXXSB

Deceased.

NOTICE TO CREDITORS

The administration of the estate of SHIRLEY BERNSTEIN, deceased, whose date of death was December 8, 2010, File Number 502011CP000653XXXXSB, is pending in the Circuit Court for Palm Beach County, Florida, Probate Division, the address of which is Palm Beach South County Courthouse, 200 W. Atlantic Avenue, Attn: Probate Division, Room 170, Delray Beach, FL 33444. The names of the personal representative and the personal representative's attorney and his address are set forth below.

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All other creditors of the decedent and other persons having claims or demands against decedent's estate must file their claims with this court WITHIN THREE (3) MONTHS AFTER THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE.

ALL CLAIMS NOT SO FILED WILL BE FOREVER BARRED.

NOTWITHSTANDING THE TIME PERIOD SET FORTH ABOVE, ANY CLAIM FILED TWO (2) YEARS OR MORE AFTER THE DECEDENT'S DATE OF DEATH IS BARRED.

The date of the first publication of this Notice is March 18, 2011.

Attorney for Personal Representative:

ROBERT L. SPALLINA, ESQUIRE
Florida Bar No. 0497381
Tescher & Spallina, P.A.
4855 Technology Way, Ste. 720
Boca Raton, FL 33431
561-997-7008

Personal Representative:

SIMON L. BERNSTEIN
7020 Lions Head Lane
Boca Raton, FL 33496

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Reviewed October 1, 1998

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Bernstein-Ntc to Creditors

Sent To: Agency for Heathcare Admin

Street, Apt. No.; or PO Box No.: c/o FL TPL Recovery Unit PO Box 12188

City, State, ZIP+4: Tallahassee FL 32317

PS Form 3800, August 2006 — See Reverse for Instructions

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN, File No. 502011CP000653XXXXSB

Deceased.

NOTICE TO CREDITORS

The administration of the estate of SHIRLEY BERNSTEIN, deceased, whose date of death was December 8, 2010, File Number 502011CP000653XXXXSB, is pending in the Circuit Court for Palm Beach County, Florida, Probate Division, the address of which is Palm Beach South County Courthouse, 200 W. Atlantic Avenue, Attn: Probate Division, Room 170, Delray Beach, FL 33444. The names of the personal representative and the personal representative's attorney and his address are set forth below.

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ALL CLAIMS NOT SO FILED WILL BE FOREVER BARRED.

NOTWITHSTANDING THE TIME PERIOD SET FORTH ABOVE, ANY CLAIM FILED TWO (2) YEARS OR MORE AFTER THE DECEDENT'S DATE OF DEATH IS BARRED.

The date of the first publication of this Notice is March 18, 2011.

Attorney for Personal Representative:

ROBERT L. SPALLINA, ESQUIRE
Florida Bar No. 0497381
Tescher & Spallina, P.A.
4855 Technology Way, Ste. 720
Boca Raton, FL 33431
561-997-7008

Personal Representative:

SIMON L. BERNSTEIN
7020 Lions Head Lane
Boca Raton, FL 33496

Bar Form No. P-3.0740
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Reviewed October 1, 1998

MEMORY TRANSMISSION REPORT

TIME : MAR-10-2011 12:37PM
TEL NUMBER : +5619977308
NAME : TESCHER & SPALLINA

FILE NUMBER : 371

DATE : MAR-10 12:36PM

TO : 15618202077

DOCUMENT PAGES : 003

START TIME : MAR-10 12:36PM

END TIME : MAR-10 12:37PM

SENT PAGES : 003

STATUS : OK

FILE NUMBER : 371 *** SUCCESSFUL TX NOTICE ***

TESCHER & SPALLINA, P.A.

ATTORNEYS-AT-LAW

DONALD R. TESCHER
ROBERT L. SPALLINA
LAUREN GALVANI

DIANE DUSTIN
LEGAL ASSISTANT

KIMBERLY MORAN
LEGAL ASSISTANT

JOAN MAPILE
LEGAL ASSISTANT

BOCA VILLAGE CORPORATE CENTER
4855 TECHNOLOGY WAY SUITE 720
BOCA RATON, FL 33431

TEL: 561-997-7008
FAX: 561-997-7308
WWW.TESCHERSPALLINA.COM

FAX TRANSMITTAL

TO: PALM BEACH COUNTY DAILY BUSINESS REVIEW

FROM: ROBERT L. SPALLINA, ESQUIRE (Kimberly)

DATE: March 10, 2011

PAGE (including cover): 3

FAX NO.: 561-820-2077

TEL NO.: 561-820-2060

ORIGINAL

☒ will not follow or will follow via: ☐ regular mail ☐ overnight delivery ☐ hand delivery

COMMENTS/SPECIAL INSTRUCTIONS:

Attached for publication are Notice of Administration and Notice to Creditors for the Estate of Shirley Bernstein. Please invoice the account of Tescher & Spallina, P.A., 4855 Technology Way, Ste. 720, Boca Raton, Florida 33431.

Should you have any questions, please contact Kimberly at 561-997-7008.

The information contained in this facsimile message is legally privileged and confidential information intended only for the use of the individual or entity named above. **IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION, OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED.** If you have received this communication in error, please immediately notify us by telephone at (888) 997-7008.

TESCHER & SPALLINA, P.A.

ATTORNEYS-AT-LAW

DONALD R. TESCHER
ROBERT L. SPALLINA
LAUREN GALVANI

DIANE DUSTIN
LEGAL ASSISTANT

KIMBERLY MORAN
LEGAL ASSISTANT

JOAN MAPILE
LEGAL ASSISTANT

BOCA VILLAGE CORPORATE CENTER
4855 TECHNOLOGY WAY SUITE 720
BOCA RATON, FL 33431

TEL: 561-997-7008
FAX: 561-997-7308
WWW.TESCHERSPALLINA.COM

FAX TRANSMITTAL

TO: PALM BEACH COUNTY DAILY BUSINESS REVIEW

FROM: ROBERT L. SPALLINA, ESQUIRE (Kimberly)

DATE: March 10, 2011

PAGE (including cover): 3

FAX NO.: 561-820-2077

TEL NO.: 561-820-2060

ORIGINAL

☒ will not follow **or** will follow via: ☐ regular mail ☐ overnight delivery ☐ hand delivery

---

COMMENTS/SPECIAL INSTRUCTIONS:

Attached for publication are Notice of Administration and Notice to Creditors for the Estate of Shirley Bernstein. Please invoice the account of Tescher & Spallina, P.A., 4855 Technology Way, Ste. 720, Boca Raton, Florida 33431.

Should you have any questions, please contact Kimberly at 561-997-7008.

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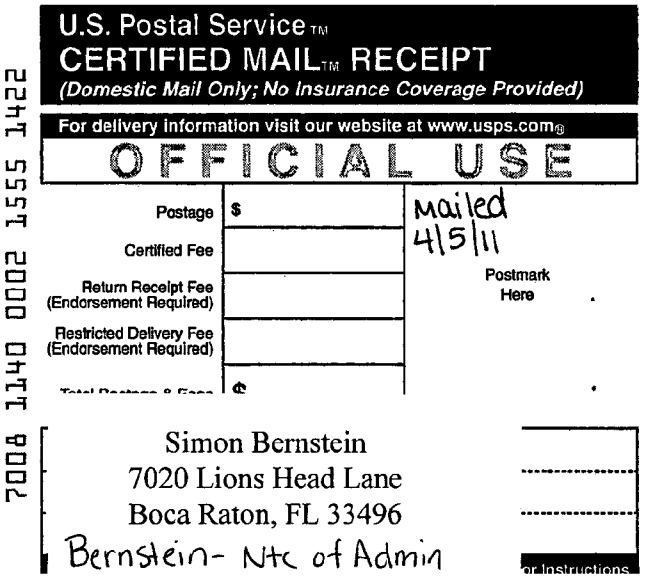
TO REORDER CALL 954-846-9399

RECYCLED PAPER

LEGAL

8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Simon Bernstein
7020 Lions Head Lane
Boca Raton, FL 33496
Bernstein- Ntc of Admin

7007 2560 0002 7982 3990

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Postmark Here
Ted Bernstein
880 Berkeley Street
Boca Raton, FL 33487
Bernstein - Ntc of Admin
PS Form 3800, August 2006 See Reverse for Instructions

7008 1140 0002 1555 1422

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Return Receipt Fee (Endorsement Required)
Restricted Delivery Fee (Endorsement Required)
Postmark Here
Simon Bernstein
7020 Lions Head Lane
Boca Raton, FL 33496
Bernstein - Ntc of Admin
PS Form 3800, August 2006 See Reverse for Instructions

7008 1140 0002 1555 1408

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PS Form 3800, August 2006 See Reverse for Instructions

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Jill Iantoni
2101 Magnolia Lane
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Bernstein - Ntc of Admin
PS Form 3800, August 2006 See Reverse for Instructions

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN, File No. 502011CP000653XXXXSB

Deceased.

NOTICE OF ADMINISTRATION

The administration of the estate of SHIRLEY BERNSTEIN, deceased, File Number 502011CP000653XXXXSB _____ is pending in the Circuit Court for Palm Beach County, Florida, Probate Division, the address of which is Palm Beach South County Courthouse, 200 W. Atlantic Avenue, Delray Beach, Florida 33444. The decedent's Will, which is dated May 20, 2008, has been admitted to probate. The name and address of the personal representative and of the personal representative's attorney are set forth below.

A beneficiary of a Will or Codicil described above is not required to have an attorney or to file and document in order to receive the inheritance provided in that Will or Codicil.

Any interested person on whom a copy of this Notice of Administration is served who challenges the validity of the Will and/or Codicil, qualifications of the personal representative, venue, or jurisdiction of the court, is required to file any objection with the court following the form and procedure provided in the Florida Probate Rules WITHIN THE TIME REQUIRED BY LAW, which is on or before the date that is three (3) months after the date of service of a copy of the Notice of Administration on that person, or those objections are forever barred.

A petition for determination of exempt property is required to be filed by or on behalf of any person entitled to exempt property under Section 732.402 of the Florida Probate Code WITHIN THE TIME REQUIRED BY LAW, which is on or before the later of the date that is four (4) months after the date of service of a copy of the Notice of Administration on that person or the date that is forty (40) days after the date of termination of any proceeding involving the construction, admission to probate, or validity of the Will and/or Codicil or involving any other matter affecting any part of the exempt property, or the right of the personal to exempt property is deemed to have been waived.

Any election to take an elective share must be filed WITHIN THE TIME REQUIRED BY LAW, which is on or before the earlier of the date that is six (6) months after the date of service of a copy of the Notice of Administration on the surviving spouse, or an attorney in fact or a guardian of the property of the surviving spouse, or the date that is two (2) years after the date of the decedent's death.

Attorney for Personal Representative:

ROBERT L. SPALLINA, ESQUIRE
Florida Bar No. 497381
Tescher & Spallina, P.A.
4855 Technology Way, Ste. 720
Boca Raton, FL 33431
561-997-7008

Personal Representative:

SIMON L. BERNSTEIN
7020 Lions Head Lane
Boca Raton, FL 33496

7

TO REORDER CALL 954-846-9399

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LEGAL

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN, File No. _____

Deceased.

NOTICE OF TRUST

SHIRLEY BERNSTEIN, a resident of Palm Beach County, Florida, who died on December 8, 2010, was the settlor of a trust entitled: SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008, which is a trust described in Section 733.707(3) of the Florida Statutes, and is liable for the expenses of the administration of the decedent's estate and enforceable claims of the decedent's creditors to the extent the decedent's estate is insufficient to pay them, as provided in Section 733.607(2) of the Florida Statutes.

The name and address of the Trustees are set forth below.

The clerk shall file and index this Notice of Trust in the same manner as a caveat, unless there exists a probate proceeding for the settlor's estate in which case this Notice of Trust must be filed in the probate proceeding and the clerk shall send a copy to the personal representative.

Signed on Feb 8, 2011.

SIMON L. BERNSTEIN, Trustee
7020 Lions Head Lane
Boca Raton, FL 33496

Copy mailed to attorney for the Personal Representative on

_____

CLERK OF THE CIRCUIT COURT

By: _____

MUST BE FILED IN DUPLICATE

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6

TO REORDER CALL 954-846-9399
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IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN, File No. 502011CP000653XXXXSB

Deceased.

2011 FEB 10 AM 9:14

LETTERS OF ADMINISTRATION

TO ALL WHOM IT MAY CONCERN

WHEREAS, Shirley Bernstein, a resident of Palm Beach County, died on December 8, 2010, owning assets in the State of Florida, and

WHEREAS, Simon L. Bernstein has been appointed as Personal Representative of the Estate of the decedent and has performed all acts prerequisite to issuance of Letters of Administration in the estate,

NOW, THEREFORE, I, the undersigned Circuit Judge, declare Simon L. Bernstein as duly qualified under the laws of the State of Florida to act as Personal Representative of the Estate of Shirley Bernstein, deceased, with full power to administer the estate according to law; to ask, demand, sue for, recover and receive the property of the decedent; to pay the debts of the decedent as far as the assets of the estate will permit and the law directs; and to make distribution of the estate according to law.

DONE and ORDERED in Chambers at Delray, Palm Beach County, Florida, on this 10 day of Feb, 2011.

"Estate must be closed 12 Months from the date of order"

Circuit Judge

STATE OF FLORIDA - PALM BEACH COUNTY
I hereby certify that the foregoing is a true copy as recorded in my office and the same is in full force and effect.
THIS 10 DAY OF Feb, 20 11
SHARON R. BOCK
CLERK & COMPTROLLER
By DEPUTY CLERK

Bar Form No. P-3.0420
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IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN, File No. 502011CP000653XXXXSB

Deceased.

2011 FEB 10 AM 8:14
PALM BEACH COUNTY, FL
SOUTH COUNTY BR.

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IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

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2011 FEB 10 AM 11:14

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STATE OF FLORIDA • PALM BEACH COUNTY
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CLERK & COMPTROLLER
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IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

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IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

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Circuit Judge

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IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

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Circuit Judge

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IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

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DONE and ORDERED in Chambers at Delray, Palm Beach County, Florida, on this ____ day of _____, 2011.

"Estate must be closed 12 Months from the date of order"

Circuit Judge SIGNED & DATED

FEB 10 2011

JUDGE MARTIN H. COLIN

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IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

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DONE and ORDERED in Chambers at Delray, Palm Beach County, Florida, on this ____ day of _____, 2011.

_____
Circuit Judge

"Estate must be closed 12 Months from the date of order"

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IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

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DONE and ORDERED in Chambers at Delray, Palm Beach County, Florida, on this ____ day of _____, 2011.

"Estate must be closed 12 Months from the date of order"

_____
Circuit Judge

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TO REORDER CALL 954-846-9399
RECYCLED PAPER
LEGAL

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN, File No. _____

Deceased.

ORDER ADMITTING WILL TO PROBATE AND APPOINTING PERSONAL REPRESENTATIVE

The instrument presented to this court as the Last Will of Shirley Bernstein, deceased, having been executed in conformity with law, and made self-proved by the acknowledgment of the decedent and the affidavits of the witnesses, each made before an officer authorized to administer oaths and evidenced by the officer's certificate attached to or following the will in the form required by law, and no objection having been made to its probate, and the court finding that the decedent died on December 8, 2010, and that Simon L. Bernstein is qualified under the laws of the State of Florida to serve as personal representative, it is

ADJUDGED that the Will dated May 20, 2008, and attested by Robert L. Spallina and Diana Banks as subscribing and attesting witnesses, is admitted to probate according to law as the Last Will of the decedent, and it is further

ADJUDGED that Simon L. Bernstein is appointed as personal representative of the estate of the decedent, and that upon taking the prescribed oath, filing designation of resident agent and acceptance, and entering into bond in the sum of $_____, Letters of Administration shall be issued.

ORDERED on _____.

"Estate must be closed 12 Months from the date of order"

SIGNED & DATED

FEB 10 2011

_____

Circuit Judge JUDGE MARTIN H. COLIN

cc: Robert L. Spallina, Esquire

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4

TO REORDER CALL 954-846-9399
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LEGAL

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN, File No. _____

Deceased.

OATH OF PERSONAL REPRESENTATIVE

DESIGNATION OF RESIDENT AGENT, AND ACCEPTANCE

STATE OF FLORIDA

COUNTY OF PALM BEACH

I, SIMON L. BERNSTEIN (Affiant), state under oath that:

1. I have been appointed personal representative of the estate of SHIRLEY BERNSTEIN, deceased.

2. I will faithfully administer the estate of the decedent according to law.

3. My place of residence is 7020 Lions Head Lane, Boca Raton, FL 33496, and my post office address is the same.

4. I hereby designate Robert L. Spallina, Esquire, who is a member of The Florida Bar, a resident of Broward County, Florida, whose place of residence is 7387 Wisteria Avenue, Parkland, Florida 33076, and whose post office address is 4855 Technology Way, Suite 720, Boca Raton, Florida 33431, as my agent for the service of process or notice in any action against me, either in my representative capacity, or personally, if the personal action accrued in the administration of the estate.

SIMON L. BERNSTEIN, Affiant

Sworn to and subscribed to before me on February 9, 2011, by Affiant, who is personally known to me _____ or who produced _____ as identification.

(Affix Notarial Seal)

NOTARY PUBLIC-STATE OF FLORIDA
Kimberly Moran
Commission # DD766470
Expires: APR. 28, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

Kimberly Moran

Notary Public State of Florida

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ACCEPTANCE

I CERTIFY that I am a permanent resident of Broward County, Florida, residing at the place indicated above. I hereby accept the foregoing designation as Resident Agent.

Signed on 2/9, 2011.

ROBERT L. SPALLINA, Resident Agent

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TO REORDER CALL 954-846-9399

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LEGAL

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SOUTH COUNTY BRANCH OFFICE
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FEB 10 2011
SHARON R. BOCK
CLERK & COMPTROLLER
PALM BEACH COUNTY

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN, File No. 502011CP000653XXXXSB

Deceased.

PETITION FOR ADMINISTRATION
(testate Florida resident)

Petitioner, SIMON L. BERNSTEIN, alleges:

1. Petitioner has an interest in the above estate as the named personal representative under the decedent's Will. The Petitioner's address is 7020 Lions Head Lane, Boca Raton, Florida 33496, and the name and office address of petitioners attorney are set forth at the end of this Petition.

2. Decedent, SHIRLEY BERNSTEIN, whose last known address was 7020 Lions Head Lane, Boca Raton, Florida 33496, whose age was 71, and whose social security number is xxx-xx-9749, died on December 8, 2010, at her home at 7020 Lions Head Lane, Boca Raton, Florida 33496, and on the date of death decedent was domiciled in Palm Beach County, Florida.

3. So far as is known, the names of the beneficiaries of this estate and of decedent's surviving spouse, if any, their addresses and relationship to decedent, and the dates of birth of any who are minors, are:

NAME	ADDRESS	RELATIONSHIP	BIRTH DATE (if Minor)
Simon L. Bernstein	7020 Lions Head Lane Boca Raton, FL 33496	husband	adult
Ted S. Bernstein	880 Berkeley Street Boca Raton, FL 33487	son	adult
Pamela B. Simon	950 North Michigan Avenue, Suite 2603 Chicago, IL 60606	daughter	adult
Eliot Bernstein	2753 NW 34th St. Boca Raton, FL 33434	son	adult

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Jill Iantoni	2101 Magnolia Lane Highland Park, IL 60035	daughter	adult
Lisa S. Friedstein	2142 Churchill Lane highland Park, IL 60035	daughter	adult

4. Venue of this proceeding is in this county because decedent was a resident of Palm Beach County at the time of her death.

5. Simon L. Bernstein, whose address is listed above, and who is qualified under the laws of the State of Florida to serve as personal representative of the decedent's estate is entitled to preference in appointment as personal representative because he is the person designated to serve as personal representative under the decedent's Will.

6. The nature and approximate value of the assets in this estate are: tangible and intangible assets with an approximate value of less than $ TBD .

7. This estate will not be required to file a federal estate tax return.

8. The original of the decedent's last will, dated May 20, 2008, is being filed simultaneously with this Petition with the Clerk of the Court for Palm Beach County, Florida.

9. Petitioner is unaware of any unrevoked will or codicil of decedent other than as set forth in paragraph 8.

Petitioner requests that the decedent's Will be admitted to probate and that Simon L. Bernstein be appointed as personal representative of the estate of the decedent.

Under penalties of perjury, I declare that I have read the foregoing Petition for Administration, and the facts alleged are true, to the best of my knowledge and belief.

Signed on Feb 9, 2011.

SIMON L. BERNSTEIN, Petitioner

Respectfully Submitted,
TESCHER & SPALLINA, P.A.

By:
ROBERT L. SPALLINA, ESQUIRE
Attorney for Petitioner
Florida Bar No. 0497381
4855 Technology Way, Ste. 720
Boca Raton, FL 33431
561-997-7008

N:\WPDATA\estates\Bernstein, Shirley\Pleadings\Administration Pet.wpd

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Reviewed October 1, 1998

2

TO REORDER CALL 954-846-9399

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LEGAL

STATE OF FLORIDA

OFFICE of VITAL STATISTICS

CERTIFIED COPY

TYPE IN PERMANENT BLACK INK

LOCAL FILE NO. 6001/2823

FLORIDA CERTIFICATE OF DEATH

VOID IF ALTERED OR ERASED

DEMOGRAPHIC INFORMATION TO BE COMPLETED BY: FUNERAL DIRECTOR

1. DECEDENT'S NAME (First, Middle, Last, Suffix): Shirley Bernstein
2. SEX: Female
3. DATE OF BIRTH (Month, Day, Year): June 29, 1939
4a. AGE-Last Birthday (Years): 71
4b. UNDER 1 YEAR Months / Days:
4c. UNDER 1 DAY Hours / Minutes:
5. DATE OF DEATH (Month, Day, Year): December 8, 2010
6. SOCIAL SECURITY NUMBER: 347-30-9749
7. BIRTHPLACE (City and State or Foreign Country): Chicago, Illinois
8. COUNTY OF DEATH: Palm Beach
9. PLACE OF DEATH (Check only one) HOSPITAL: ___ Inpatient X Emergency Room/Outpatient ___ Dead on Arrival; NON-HOSPITAL: ___ Hospice Facility ___ Nursing Home/Long Term Care Facility ___ Decedent's Home ___ Other (Specify)
10. FACILITY NAME (If not institution, give street address): Boca Raton Regional Hospital
11a. CITY, TOWN, OR LOCATION OF DEATH: Boca Raton
11b. INSIDE CITY LIMITS? X Yes ___ No
12. MARITAL STATUS (Specify): X Married ___ Married, but Separated ___ Widowed ___ Divorced ___ Never Married
13. SURVIVING SPOUSE'S NAME (If wife, give maiden name): Simon Bernstein
14a. RESIDENCE - STATE: Florida
14b. COUNTY: Palm Beach
14c. CITY, TOWN, OR LOCATION: Boca Raton
14d. STREET ADDRESS: 7020 Lions Head Lane
14e. APT. NO.:
14f. ZIP CODE: 33496
14g. INSIDE CITY LIMITS? ___ Yes X No
15a. DECEDENT'S USUAL OCCUPATION (Indicate type of work done during most of working life.) Do not use "Retired": Homemaker
15b. KIND OF BUSINESS/INDUSTRY: Own Home
16. DECEDENT'S RACE (Specify the race/races to indicate what decedent considered himself/herself to be. More than one race may be specified.) X White ___ Black or African American ___ American Indian or Alaskan Native (Specify tribe) ___ Asian Indian ___ Chinese ___ Filipino ___ Japanese ___ Korean ___ Vietnamese ___ Other Asian (Specify) ___ Native Hawaiian ___ Guamanian or Chamorro ___ Samoan ___ Other Pacific Isl. (Specify) ___ Other (Specify)
17. DECEDENT OF HISPANIC OR HAITIAN ORIGIN? (Specify if decedent was of Hispanic or Haitian Origin.) ___ Yes (If Yes, specify) X No ___ Mexican ___ Puerto Rican ___ Cuban ___ Central/South American ___ Other Hispanic (Specify) ___ Haitian
18. DECEDENT'S EDUCATION (Specify the decedent's highest degree or level of school completed at time of death.) ___ 8th or less ___ High school but no diploma X High school diploma or GED ___ College but no degree ___ College degree (Specify): ___ Associate ___ Bachelor's ___ Master's ___ Doctorate
19. WAS DECEDENT EVER IN U.S. ARMED FORCES? ___ Yes X No
20. FATHER'S NAME (First, Middle, Last, Suffix): Ennio Thomas
21. MOTHER'S NAME (First, Middle, Maiden Surname): Fae Povitsky
22a. INFORMANT'S NAME: Simon Bernstein
22b. RELATIONSHIP TO DECEDENT: Husband
23a. INFORMANT'S MAILING - STATE: Florida
23b. CITY OR TOWN: Boca Raton
23c. STREET ADDRESS: 7020 Lions Head Lane
23d. ZIP CODE: 33496
24. PLACE OF DISPOSITION (Name of cemetery, crematory, or other place): Gardens Memorial Park
25a. LOCATION - STATE: Florida
25b. LOCATION - CITY OR TOWN: Boca Raton
26a. METHOD OF DISPOSITION ___ Burial X Entombment ___ Cremation ___ Donation ___ Removal from State ___ Other (Specify)
26b. IF CREMATION, DONATION OR BURIAL AT SEA, WAS MEDICAL EXAMINER APPROVAL GRANTED? ___ Yes ___ No
27a. LICENSE NUMBER (of Licensee): F019844
27b. SIGNATURE OF FUNERAL SERVICE LICENSEE OR PERSON ACTING AS SUCH
28. NAME OF FUNERAL FACILITY: Boca Raton Funeral Home
29a. FACILITY'S MAILING - STATE: Florida
29b. CITY OR TOWN: Boca Raton
29c. STREET ADDRESS: 9050 Kimberly Blvd. #65
29d. ZIP CODE: 33434

MEDICAL CERTIFIER

30. CERTIFIER: X Certifying Physician - To the best of my knowledge, death occurred at the time, date and place, and due to the cause(s) and manner stated. (Check one) ___ Medical Examiner - On the basis of examination, and/or investigation, in my opinion, death occurred at the time, date and place, due to the cause(s) and manner stated.
31a. (Signature and Title of Certifier) ► Kenneth Homer MD
31b. DATE SIGNED (mm/dd/yyyy): 12-16-2010
32. TIME OF DEATH (24 hr.): 1519
33. MEDICAL EXAMINER'S CASE NUMBER
34a. LICENSE NUMBER (of Certifier): ME007305
34b. CERTIFIER'S NAME: KENNETH Homer MD
35. NAME OF ATTENDING PHYSICIAN (If other than Certifier)
36a. CERTIFIER'S - STATE: Florida
36b. CITY OR TOWN: Fort Lauderdale
36c. STREET ADDRESS: 5601 N. Dixie Hwy. # 412
36d. ZIP CODE: 33334
37. SUBREGISTRAR - Signature and Date ►
38a. LOCAL REGISTRAR - Signature: Debra Hicks
38b. DATE FILED BY REGISTRAR (Mo., Day, Yr.): DEC 17 2010

State of Florida, Department of Health, Vital Statistics

Pearlie Brown
DEC 20 2010

GREAT SEAL OF THE STATE OF FLORIDA — IN GOD WE TRUST

WARNING: THIS DOCUMENT IS PRINTED OR PHOTOCOPIED ON SECURITY PAPER WITH A WATERMARK OF THE GREAT SEAL OF THE STATE OF FLORIDA. DO NOT ACCEPT WITHOUT VERIFYING THE PRESENCE OF THE WATERMARK. THE DOCUMENT FACE CONTAINS A MULTI-COLORED BACKGROUND AND GOLD EMBOSSED SEAL. THE BACK CONTAINS SPECIAL LINES WITH TEXT AND SEALS IN THERMOCHROMIC INK.

FLORIDA DEPARTMENT OF HEALTH

DH FORM 1947 (08/04)

37418227

CERTIFICATION OF VITAL RECORD

VOID IF ALTERED OR ERASED

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SHARON R. BOCK
CLERK & COMPTROLLER
PALM BEACH COUNTY

WILL OF

SHIRLEY BERNSTEIN

Prepared by:

Tescher & Spallina, P.A.
2101 Corporate Blvd., Suite 107, Boca Raton, Florida 33431
(561) 998-7847
www.tescherlaw.com

TESCHER & SPALLINA, P.A.

WILL OF

SHIRLEY BERNSTEIN

I, SHIRLEY BERNSTEIN, of Palm Beach County, Florida, hereby revoke all my prior Wills and Codicils and make this Will. My spouse is SIMON L. BERNSTEIN ("***SIMON***"). My children are TED S. BERNSTEIN ("***TED***"), PAMELA B. SIMON, ELIOT BERNSTEIN, JILL IANTONI and LISA S. FRIEDSTEIN.

ARTICLE I. TANGIBLE PERSONAL PROPERTY

I give such items of my tangible personal property to such persons as I may designate in a separate written memorandum prepared for this purpose. I give to SIMON, if SIMON survives me, my personal effects, jewelry, collections, household furnishings and equipment, automobiles and all other non-business tangible personal property other than cash, not effectively disposed of by such memorandum, and if SIMON does not survive me, I give this property to my children who survive me, divided among them as they agree, or if they fail to agree, divided among them by my Personal Representatives in as nearly equal shares as practical, and if neither SIMON nor any child of mine survives me, this property shall pass with the residue of my estate.

ARTICLE II. RESIDENCES

I give to SIMON, if SIMON survives me, my entire interest in any real property used by us as a permanent or seasonal residence, subject to any mortgage or other lien. If SIMON does not survive me, such interest shall pass with the residue of my estate.

ARTICLE III. RESIDUE OF MY ESTATE

I give all the residue of my estate to the Trustee then serving under my revocable Trust Agreement dated today, as may be amended and restated from time to time (the "***Existing Trust***"), as Trustee without bond, but I do not exercise any powers of appointment held by me except as provided in the later paragraph titled "Death Costs." The residue shall be added to and become a part of the Existing Trust, and shall be held under the provisions of said Agreement in effect at my death, or if this is not permitted by applicable law or the Existing Trust is not then in existence, under the provisions of said Agreement as existing today. If necessary to give effect to this gift, but not otherwise, said Agreement as existing today is incorporated herein by reference.

Shirley Bernstein

TESCHER & SPALLINA, P.A.

ARTICLE IV. PERSONAL REPRESENTATIVES

1. **Appointment and Bond.** I appoint SIMON and TED, one at a time and successively in that order, as my Personal Representative (the "***fiduciary***"). Each fiduciary shall serve without bond and have all of the powers, privileges and immunities granted to my fiduciary by this Will or by law, provided, however, that my fiduciary shall exercise all powers in a fiduciary capacity.

2. **Powers of Personal Representatives.** My fiduciary may exercise its powers without court approval. No one dealing with my fiduciary need inquire into its authority or its application of property. My fiduciary shall have the following powers:

a. Investments. To sell or exchange at public or private sale and on credit or otherwise, with or without security, and to lease for any term or perpetually, any property, real and personal, at any time forming a part of my probate estate (the "***estate***"); to grant and exercise options to buy or sell; to invest or reinvest in real or personal property of every kind, description and location; and to receive and retain any such property whether originally a part of the estate, or subsequently acquired, even if a fiduciary is personally interested in such property, and without liability for any decline in the value thereof; all without limitation by any statutes or judicial decisions, whenever enacted or announced, regulating investments or requiring diversification of investments.

b. Distributions or Divisions. To distribute directly to any beneficiary who is then entitled to distribution under the Existing Trust; to make any division or distribution pro rata or non-pro rata, in cash or in kind; and to allocate undivided interests in property and dissimilar property (without regard to its tax basis) to different shares, and to make any distribution to a minor or any other incapacitated person directly to such person, to his or her legal representative, to any person responsible for or assuming his or her care, or in the case of a minor to an adult person or an eligible institution (including a fiduciary) selected by my fiduciary as custodian for such minor under the Uniform Transfers to Minors Act or similar provision of law. The receipt of such payee is a complete release to the fiduciary.

c. Management. To manage, develop, improve, partition or change the character of or abandon an asset or interest in property at any time; and to make ordinary and extraordinary repairs, replacements, alterations and improvements, structural or otherwise.

d. Borrowing. To borrow money from anyone on commercially reasonable terms, including a fiduciary, beneficiaries and other persons who may have a direct or indirect interest in the estate; and to mortgage, margin, encumber and pledge real and personal property of the estate as security for the payment thereof, without incurring any personal liability thereon and to do so for a term within or extending beyond the terms of the estate and to renew, modify or extend existing borrowing on similar or different terms and with the same or different security without incurring any personal liability; and such borrowing from my fiduciary may be with or without interest, and may be secured with a lien on the estate assets or any beneficiary's interest in said assets.

e. Lending. To extend, modify or waive the terms of any obligation, bond or mortgage at any time forming a part of the estate and to foreclose any such mortgage; accept a conveyance of encumbered property, and take title to the property securing it by deed in lieu of foreclosure or otherwise and to satisfy or not satisfy the indebtedness securing said property; to protect or redeem any such property from forfeiture for nonpayment of taxes or other lien; generally, to exercise as to such bond, obligation or mortgage all powers that an absolute owner might exercise; and to loan funds to beneficiaries at commercially reasonable rates, terms and conditions.

f. Abandonment of Property. To abandon any property or asset when it is valueless or so encumbered or in such condition that it is of no benefit to the estate. To abstain from the payment of taxes, liens, rents, assessments, or repairs on such property and/or permit such property to be lost by tax sale, foreclosure or other proceeding or by conveyance for nominal or no consideration to anyone including a charity or by escheat to a state; all without personal liability incurred therefor.

g. Real Property Matters. To subdivide, develop or partition real estate; to dedicate the same to public use; to make or obtain the location of any plats; to adjust boundaries; to adjust differences in valuations on exchange or partition by giving or receiving consideration; and, to grant easements with or without consideration as they may determine; and to demolish any building, structures, walls and improvements, or to erect new buildings, structures, walls and improvements and to insure against fire and other risks.

h. Claims. To enforce, compromise, adjust, arbitrate, release or otherwise settle or pay any claims or demands by or against the estate.

i. Business Entities. To deal with any business entity or enterprise even if a fiduciary is or may be a fiduciary of or own interests in said business entity or enterprise, whether operated in the form of a corporation, partnership, business trust, limited liability company, joint venture, sole proprietorship, or other form (all of which business entities and enterprises are referred to herein as "***Business Entities***"). I vest the fiduciary with the following powers and authority in regard to Business Entities:

i. To retain and continue to operate a Business Entity for such period as the fiduciary deems advisable;

ii. To control, direct and manage the Business Entities. In this connection, the fiduciary, in its sole discretion, shall determine the manner and extent of its active participation in the operation and may delegate all or any part of its power to supervise and operate to such person or persons as the fiduciary may select, including any associate, partner, officer or employee of the Business Entity;

iii. To hire and discharge officers and employees, fix their compensation and define their duties; and similarly to employ, compensate and discharge agents, attorneys, consultants, accountants, and such other representatives as the fiduciary may deem appropriate; including the right

to employ any beneficiary or fiduciary in any of the foregoing capacities;

iv. To invest funds in the Business Entities, to pledge other assets of the estate or a trust as security for loans made to the Business Entities, and to lend funds from my estate or a trust to the Business Entities;

v. To organize one or more Business Entities under the laws of this or any other state or country and to transfer thereto all or any part of the Business Entities or other property of my estate or a trust, and to receive in exchange such stocks, bonds, partnership and member interests, and such other securities or interests as the fiduciary may deem advisable;

vi. To treat Business Entities as separate from my estate or a trust. In a fiduciary's accounting to any beneficiary, the fiduciary shall only be required to report the earnings and condition of the Business Entities in accordance with standard business accounting practice;

vii. To retain in Business Entities such net earnings for working capital and other purposes of the Business Entities as the fiduciary may deem advisable in conformity with sound business practice;

viii. To sell or liquidate all or any part of the Business Entities at such time and price and upon such terms and conditions (including credit) as the fiduciary may determine. My fiduciary is specifically authorised and empowered to make such sale to any person, including any partner, officer, or employee of the Business Entities, a fiduciary, or to any beneficiary; and

ix. To guaranty the obligations of the Business Entities, or pledge assets of the estate or a trust to secure such a guaranty.

j. Life Insurance. With respect to any life insurance policies constituting an asset of the estate to pay premiums; to apply dividends in reduction of such premiums; to borrow against the cash values thereof; to convert such policies into other forms of insurance including paid-up insurance; to exercise any settlement options provided in any such policies; to receive the proceeds of any policy upon its maturity and to administer such proceeds as a part of the principal of the estate or trust; and in general, to exercise all other options, benefits, rights and privileges under such policies; provided, however, no fiduciary other than a sole fiduciary may exercise any incidents of ownership with respect to policies of insurance insuring the fiduciary's own life.

k. Reimbursement. To reimburse itself from the estate for all reasonable expenses incurred in the administration thereof.

l. Voting. To vote and give proxies, with power of substitution to vote, stocks, bonds and other securities, or not to vote a security.

m. Ancillary Administration. To appoint or nominate, and replace with or without

cause, any persons or corporations, including itself, as ancillary administrators to administer property in other jurisdictions, with the same powers, privileges and immunities as my fiduciary and without bond.

n. Tax Elections. To file tax returns, and to exercise all tax-related elections and options at their discretion, without compensating adjustments or reimbursements between any accounts or any beneficiaries.

3. **Survivorship.** A beneficiary is not deemed to survive me unless he or she survives me by five days.

4. **Death Costs.** My fiduciary shall pay (a) from the residuary estate my debts which are allowed as claims against my estate, (b) from the residuary estate my funeral expenses without regard to legal limitations, (c) from the residuary estate the expenses of administering my estate and (d) from the residuary estate other than the portion of the residuary estate qualifying for the marital deduction under the laws then in effect, without apportionment, all estate, inheritance and succession taxes (excluding generation-skipping taxes other than with respect to direct skips), and interest and penalties thereon, due because of my death and attributable to all property whether passing under this Will or otherwise and not required by the terms of the Existing Trust to be paid out of said trust. However, such taxes, penalties and interest payable out of my residuary estate shall not include taxes, penalties and interest attributable to (i) property over which I have a power of appointment granted to me by another person, (ii) qualified terminable interest property held in a trust of which I was the income beneficiary at the time of my death (other than qualified terminable interest property held in a trust for which an election was made under Code Section 2652(a)(3)), and (iii) life insurance proceeds on policies insuring my life which proceeds are not payable to my probate estate. My fiduciary shall not be reimbursed for any such payment from any person or property. However, my fiduciary in its discretion may direct that part or all of said death costs shall be paid by my Trustee as provided in the Existing Trust, and shall give such direction to the extent necessary so that the gifts made in Articles I and II of this Will and the gifts made in any codicil hereto shall not be reduced by said death costs.

5. **Reimbursement for Debts and Expenses**. My fiduciary shall promptly reimburse my friends and members of my family who have disbursed their own funds for the payment of any debts, funeral expenses or costs of administration of my estate.

6. **Expenses of Handling Tangible Personal Property**. All expenses incurred by my fiduciary during the settlement of my estate in appraising, storing, packing, shipping, delivering or insuring an article of tangible personal property passing under this Will shall be charged as an expense of administering my estate.

7. **Dealing with Estate**. Each fiduciary may act under this Will even if interested in my estate in an individual capacity, as a fiduciary of another estate or trust (including any trust identified in this Will or created under the Existing Trust) or in any other capacity. Each fiduciary may in good faith buy from, sell to, lend funds to or otherwise deal with my estate.

8. **Spouse**. The term "***spouse***" herein means, as to a designated individual, the person to whom that individual is from time to time married.

9. **Other Beneficiary Designations**. Except as otherwise explicitly and with particularity provided herein, (a) no provision of this Will shall revoke or modify any beneficiary designation of mine made by me and not revoked by me prior to my death under any individual retirement account, other retirement plan or account, or annuity or insurance contract, (b) I hereby reaffirm any such beneficiary designation such that any assets held in such account, plan, or contract shall pass in accordance with such designation, and (c) regardless of anything herein to the contrary, any of such assets which would otherwise pass pursuant to this Will due to the beneficiary designation not having met the requirements for a valid testamentary disposition under applicable law or otherwise shall be paid as a gift made hereunder to the persons and in the manner provided in such designation which is incorporated herein by this reference.

[remainder of page intentionally left blank]

I have published and signed this instrument as my Will at Boca Raton, Florida, on the 20 day of MAY, 2008.

SHIRLEY BERNSTEIN

This instrument, consisting of this page numbered 7 and the preceding typewritten pages, was signed, sealed, published and declared by the Testatrix to be the Testatrix's Will in our presence, and at the Testatrix's request and in the Testatrix's presence, and in the presence of each other, we have subscribed our names as witnesses at Boca Raton, Florida on this 20 day of MAY, 2008.

[Witness Signature] residing at 7387 Wisteria Ave
[Witness Address]
Parkland, FL 33076
[Witness Address]

[Witness Signature] residing at 23415 Boca Trace Dr
[Witness Address]
Boca Raton, FL 33433
[Witness Address]

State Of Florida

SS.

County Of Palm Beach

I, SHIRLEY BERNSTEIN, declare to the officer taking my acknowledgment of this instrument, and to the subscribing witnesses, that I signed this instrument as my will.

SHIRLEY BERNSTEIN, Testatrix

We, Robert L. Spallina and Diana Banks, have been sworn by the officer signing below, and declare to that officer on our oaths that the Testatrix declared the instrument to be the Testatrix's will and signed it in our presence and that we each signed the instrument as a witness in the presence of the Testatrix ~~and of each other~~.

Witness

Witness

Acknowledged and subscribed before me, by the Testatrix, SHIRLEY BERNSTEIN, who is personally known to me or who has produced _____ (*state type of identification*) as identification, and sworn to and subscribed before me by the witnesses, Robert L. Spallina, who is personally known to me or who has produced _____ (*state type of identification*) as identification, and Diana Banks, who is personally known to me or who has produced _____ (*state type of identification*) as identification, and subscribed by me in the presence of SHIRLEY BERNSTEIN and the subscribing witnesses, all on this 20 day of May, 2008.

NOTARY PUBLIC-STATE OF FLORIDA
Kimberly Moran
Commission # DD766470
Expires: APR. 28, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

[Seal with Commission Expiration Date]

Kimberly Moran
Signature - Notary Public-State of Florida

Print, type or stamp name of Notary Public

F:\WPDATA\drt\Bernstein, Shirley & Simon\2008 Estate Planning\Will of Shirley Bernstein.wpd [08 15:36:41 5 19]

DC Debit Card | ATM Teller Withdrawal | AD Automatic Deposit | AP Automatic Payment | BP Online Bill Pay | T Online or Phone Transfer

NUMBER OR CODE	DATE	TRANSACTION DESCRIPTION	PAYMENT, FEE WITHDRAWAL (-)	✓	FEE	DEPOSIT, CREDIT (+)	$
1001	10/24	B	$ 11,496.10			$	
1002	10/7	Threlkel Landscape	5,502.16				
1003	10/12	Hallenback Dirt.	690 —				
1004		Rachael Walker	735 —				
		Debit FPL	1,920.59				
1005		US Treasury	13,221				
1006		Wells Fargo	1,352.91				
1007	11/16	Rachael Walker	1,172.50				
	11/23	FPL debit	697.16				
	11/28	Palm Bch County Utilities	233.23				
108	11/29	Duane Hallenbeck Dirt	330 —				
109	11/29	Mirian Si condo windows	275 —				
110	12/6	condo dues					
111	12/10	Arbitrage condo Pipe Head					

DC Debit Card | ATM Teller Withdrawal | AD Automatic Deposit | AP Automatic Payment | BP Online Bill Pay | T Online or Phone Transfer

NUMBER OR CODE	DATE	TRANSACTION DESCRIPTION	PAYMENT, FEE WITHDRAWAL (-)		✓	FEE	DEPOSIT, CREDIT (+)		$	
112	12/12	~~VOID~~ Arbitrage	$ 550	—			$			
113	12/13	Miriam Avellar	273	-						
114		Shirley Bernstein Trust	2,855	80						
115		Bernstein Family Inv.	8,237	60						
116		Bernstein Holding LLC	595	05						
117		Eliot Bern Family Trust Lisa Friedstein Trust	250 250	— —						
118	12/21	PBC Health Dept VOID	75	—						
119	12/22	Rachael Walker	700	—						
120	12/23	Arbitrage Int	671	26						
121	12/	Deborah Bernstein	255	—						
	12/21	FPL debit House	449	36						
	12/24	Utilities debit	43	23						
	12/26	FPL condo	122	71						
122	1/8	Jim Threikel Landscaper	423	—						
123	1/26	Ted Bernstein property tax	30,000	—						

JP Morgan - Shirley Trust Acct.

LAW OFFICES
TESCHER & SPALLINA, P.A.

BOCA VILLAGE CORPORATE CENTER I
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FLORIDA 33431

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ATTORNEYS
DONALD R. TESCHER
ROBERT L. SPALLINA
LAUREN A. GALVANI

SUPPORT STAFF
DIANE DUSTIN
KIMBERLY MORAN
SUANN TESCHER

October 9, 2012

VIA FEDERAL EXPRESS
Marc H. List, CPA
Goldstein Lewin & Co.
1675 N. Military Trail
Fifth Floor
Boca Raton, FL 33432

Re: Bernstein - Tax Returns

Dear Marc:

Enclosed are the following executed documents:

1. Form 879-F for the Shirley Bernstein Estate;
2. Form 8855 for the Shirley Bernstein Estate;
3. Form 1065 for Bernstein Holdings, LLC; and
4. Form 1065 for Bernstein Family Invsetments, LLLP.

Should you have any questions, please call me.

Sincerely,

ROBERT L. SPALLINA

RLS/km
Enclosures

FedEx

Shipment Receipt

Address Information

Ship to:	**Ship from:**
Marc H. List, CPA.	Kimberly Moran
Goldstein Lewin & Co.	TESCHER & SPALLINA
1675 N MILITARY TRL	4855 Technology Way
	Suite 720
BOCA RATON, FL	BOCA RATON, FL
33486-4308	33431
US	US
561-994-5050	5619977008

Shipment Information:
Tracking no.: 799153344590
Ship date: 10/09/2012
Estimated shipping charges: 14.71

Package Information
Service type: Standard Overnight
Package type: FedEx Pak
Number of packages: 1
Total weight: 3 LBS
Declared Value: 0.00 USD
Special Services:
Pickup/Drop-off: Use an already scheduled pickup at my location

Billing Information:
Bill transportation to: Tescher & Spallina-343
Your reference: e/o Simon Bernstein -11187.006
P.O. no.:
Invoice no.:
Department no.:

Thank you for shipping online with FedEx ShipManager at fedex.com.

Please Note

FedEx will not be responsible for any claim in excess of $100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of $100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is $500, e.g., jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits; Consult the applicable FedEx Service Guide for details.
The estimated shipping charge may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable FedEx Service Guide or the FedEx Rate Sheets for details on how shipping charges are calculated.

Form **8879-F**

Department of the Treasury
Internal Revenue Service

IRS e-file Signature Authorization for Form 1041

For calendar year 2011, or fiscal year beginning _____, 2011, ending _____, 20____.

▶ See instructions. Do not send to the IRS. Keep for your records.

OMB No. 1545-0967

2011

Name of estate or trust
SHIRLEY BERNSTEIN ESTATE

Employer identification number
30-6283128

Name and title of fiduciary
TED BERNSTEIN, EXECUTOR

Part I **Tax Return Information** (Whole Dollars Only)

1	Total income (Form 1041, line 9)	1	58,942.
2	Income distribution deduction (Form 1041, line 18)	2	
3	Taxable income (Form 1041, line 22)	3	58,320.
4	Total tax (Form 1041, line 23)	4	12,741.
5	Tax due or overpayment (Form 1041, line 27 or 28)	5	12,741.

Part II **Declaration and Signature Authorization of Fiduciary (Be sure to get a copy of the estate's or trust's return)**

Under penalties of perjury, I declare that I am a fiduciary of the above estate or trust and that I have examined a copy of the estate's or trust's 2011 electronic income tax return and accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare that the amounts in Part I above are the amounts shown on the copy of the estate's or trust's electronic income tax return. I consent to allow my electronic return originator (ERO), transmitter, or intermediate service provider to send the estate's or trust's return to the IRS and to receive from the IRS **(a)** an acknowledgment of receipt or reason for rejection of the transmission, **(b)** the reason for any delay in processing the return or refund, and **(c)** the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the estate's or trust's federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at **1-888-353-4537** no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the estate's or trust's electronic income tax return and, if applicable, the estate's or trust's consent to electronic funds withdrawal.

Fiduciary's PIN: check one box only

[X] I authorize CBIZ GOLDSTEIN LEWIN (ERO firm name) to enter my PIN 40013 (do not enter all zeros) as my signature on the estate's or trust's 2011 electronically filed income tax return.

[ ] As a fiduciary or officer representing the fiduciary of the estate or trust, I will enter my PIN as my signature on the estate's or trust's 2011 electronically filed income tax return.

Signature of fiduciary or officer representing the fiduciary ▶ _____ Date ▶ 10/5/2012

Part III **Certification and Authentication**

ERO's EFIN/PIN. Enter your six-digit EFIN followed by your five-digit self-selected PIN. 65885645050 (do not enter all zeros)

I certify that the above numeric entry is my PIN, which is my signature on the 2011 electronically filed income tax return for the estate or trust indicated above. I confirm that I am submitting this return in accordance with the requirements of Pub. 3112, IRS *e-file* Application and Participation, and Pub. 1437, Procedures for the Form 1041 *e-file* Program, U.S. Income Tax Returns for Estates and Trusts for Tax Year 2011.

ERO's signature ▶ _____ Date ▶ 9/21/12

ERO Must Retain This Form - See Instructions
Do Not Submit This Form to the IRS Unless Requested To Do So

Form **8855** (Rev. January 2009)
Department of the Treasury
Internal Revenue Service

Election To Treat a Qualified Revocable Trust as Part of an Estate

OMB No. 1545-1881

Part I Estate (or Filing Trust) Information

Name of estate (or the filing trust, if applicable (see instructions))	Employer identification number (see instructions)
SHIRLEY BERNSTEIN ESTATE	30-6283128
Name of executor (or the filing trustee, if applicable)	Type of entity prior to the election:
TED BERNSTEIN, EXECUTOR	[X] Domestic estate [ ] Foreign estate [ ] Domestic trust [ ] Foreign trust
Number, street, and room or suite no. (or P.O. box number if mail is not delivered to street address)	
7020 LIONS HEAD LANE	
City or town, state, and ZIP code (if a foreign address, see instructions)	Date of executor's appointment
BOCA RATON, FL 33496	01/01/2011

Under penalties of perjury, I, as executor (or filing trustee):

- Confirm that under applicable local law or the governing document, I have the authority to make this election for the estate (if executor) or trust (if filing trustee) and to agree to the conditions of the election;
- Elect the treatment provided under section 645 for the above-named estate (or filing trust, if applicable);
- Confirm that an agreement has been reached with the trustees of each qualified revocable trust (QRT) joining in the election to allocate the tax burden of the combined electing trusts and related estate, if any, for each tax year during the election period in a manner that reasonably reflects each entity's tax obligation;
- Agree to ensure that the related estate's (or filing trust's, if applicable) share of the tax obligations of the combined electing trust(s) and related estate, if any, is timely paid to the United States Treasury;
- Agree to accept responsibility for filing a complete, accurate, and timely income tax return, when required by law, for the combined electing trust(s) and related estate, if any, for each tax year during the election period;
- (If I am the filing trustee) confirm that if there is more than one QRT making this election, that I have been appointed by the trustees of each QRT making this election to be the filing trustee and I agree to accept the responsibility of filing the appropriate income tax return for the combined electing trust(s) for each tax year during the election period and all other responsibilities of the filing trustee;
- (If I am the filing trustee) represent that no executor has been appointed for a related estate and to the best of my knowledge and belief, one will not be appointed;
- (If I am the filing trustee) agree that, if an executor is appointed for the related estate after this Form 8855 is filed, that I will complete and file an amended Form 8855 if the late appointed executor agrees to the election, and I agree to cooperate with the executor in filing any amended returns required to be filed as a result of the executor's appointment; and
- Confirm to the best of my knowledge and belief, that all information contained in this election and any accompanying statements or schedules is true, correct, and complete.

Signature of executor (or filing trustee)	Date
Ted Bernstein	10/5/2012

Part II Decedent Information

Name of decedent	SSN of the decedent	Date of death
SHIRLEY BERNSTEIN	347-30-9749	12/09/2010

LHA **For Paperwork Reduction Act Notice, see page 4.** Form **8855** (1-2009)

110291
05-01-11

17470913 144582 4001350.100 2011.04020 SHIRLEY BERNSTEIN ESTATE 40013501

-1

Part III Qualified Revocable Trust Information

Name of trust	Employer identification number (see instructions)
SHIRLEY BERNSTEIN TRUST	46-6235212

Name of trustee
TED BERNSTEIN

Number, street, and room or suite no. (or P.O. box number if mail is not delivered to street address)
7020 LIONS HEAD LN

City or town, state, and ZIP code (if a foreign address, see instructions)
BOCA RATON, FL 33496

Under penalties of perjury, I, as trustee of the above-named trust:

- Confirm that under applicable local law or the governing instrument, I have the authority to make this election for the trust and to agree to the conditions of the election;
- Elect the treatment provided under section 645 for this trust;
- Agree to timely provide the executor (or filing trustee if there is no executor) with all the trust information necessary to permit the executor (or filing trustee, if applicable) to file a complete, accurate, and timely Form 1041 (or Form 1040-NR for a foreign estate) for the combined electing trust(s) and the related estate, if any, for each tax year during the election period;
- Confirm that an agreement has been reached with the trustees of each QRT joining in the election, and the executor of the related estate, if any, to allocate the tax burden of the combined electing trust(s) and related estate, if any, for each tax year during the election period in a manner that reasonably reflects each entity's tax obligation;
- Agree to ensure that this trust's share of the tax obligations of the combined electing trust(s) and related estate, if any, is timely paid to the United States Treasury;
- Confirm that if a filing trustee (and not an executor for a related estate) has completed Part I of this Form 8855, the trustee that completed Part I has been appointed the filing trustee, and to the best of my knowledge and belief, an executor has not been appointed to administer a related estate and one will not be appointed;
- Agree that if a filing trustee (and not an executor for a related estate) has completed Part I of this Form 8855 and an executor is appointed for the related estate after this Form 8855 is filed, that I will complete and file an amended Form 8855 if the later appointed executor agrees to the election, and I agree to cooperate with the executor in filing any amended returns required to be filed as a result of the executor's appointment; and
- Confirm to the best of my knowledge and belief, that all information of the electing trust contained in this election and any accompanying statements or schedules is true, correct, and complete.

Signature of trustee	Date
[signature]	10/5/2012

Name of trust	Employer identification number (see instructions)

Name of trustee

Number, street, and room or suite no. (or P.O. box number if mail is not delivered to street address)

City or town, state, and ZIP code (if a foreign address, see instructions)

Under penalties of perjury, I, as trustee of the above-named trust:

- Confirm that under applicable local law or the governing instrument, I have the authority to make this election for the trust and to agree to the conditions of the election;
- Elect the treatment provided under section 645 for this trust;
- Agree to timely provide the executor (or filing trustee if there is no executor) with all the trust information necessary to permit the executor (or filing trustee, if applicable) to file a complete, accurate, and timely Form 1041 (or Form 1040-NR for a foreign estate) for the combined electing trust(s) and the related estate, if any, for each tax year during the election period;
- Confirm that an agreement has been reached with the trustees of each QRT joining in the election, and the executor of the related estate, if any, to allocate the tax burden of the combined electing trust(s) and related estate, if any, for each tax year during the election period in a manner that reasonably reflects each entity's tax obligation;
- Agree to ensure that this trust's share of the tax obligations of the combined electing trust(s) and related estate, if any, is timely paid to the United States Treasury;
- Confirm that if a filing trustee (and not an executor for a related estate) has completed Part I of this Form 8855, the trustee that completed Part I has been appointed the filing trustee, and to the best of my knowledge and belief, an executor has not been appointed to administer a related estate and one will not be appointed;
- Agree that if a filing trustee (and not an executor for a related estate) has completed Part I of this Form 8855 and an executor is appointed for the related estate after this Form 8855 is filed, that I will complete and file an amended Form 8855 if the later appointed executor agrees to the election, and I agree to cooperate with the executor in filing any amended returns required to be filed as a result of the executor's appointment; and
- Confirm to the best of my knowledge and belief, that all information of the electing trust contained in this election and any accompanying statements or schedules is true, correct, and complete.

Signature of trustee	Date

CBIZ Goldstein Lewin
1675 N. Military Trail, Fifth Floor
Boca Raton, FL 33486
Ph: 561.994.5050 F: 561.241.0071
www.cbizgl.com

SEPTEMBER 13, 2012

TED BERNSTEIN, EXECUTOR
7020 LIONS HEAD LANE
BOCA RATON, FL 33496

RE: SHIRLEY BERNSTEIN ESTATE

TED BERNSTEIN, EXECUTOR:

ENCLOSED ARE YOUR 2011 ESTATE TAX RETURNS, AS FOLLOWS...

2011 U.S. INCOME TAX RETURN FOR ESTATES AND TRUSTS

WE PREPARED THE RETURN FROM INFORMATION YOU FURNISHED US WITHOUT VERIFICATION. UPON EXAMINATION OF THE RETURN BY TAXING AUTHORITIES, REQUESTS MAY BE MADE FOR UNDERLYING DATA. WE THEREFORE RECOMMEND THAT YOU PRESERVE ALL RECORDS WHICH YOU MAY BE CALLED UPON TO PRODUCE IN CONNECTION WITH SUCH AN EXAMINATION.

SCHEDULES K-1 ARE INCLUDED AND SHOULD BE FORWARDED TO THE RESPECTIVE BENEFICIARIES.

YOUR COPY SHOULD BE RETAINED FOR YOUR FILES.

WE SINCERELY APPRECIATE THE OPPORTUNITY TO SERVE YOU. PLEASE CONTACT US IF YOU HAVE ANY QUESTIONS CONCERNING THE TAX RETURN.

VERY TRULY YOURS,

CBIZ GOLDSTEIN LEWIN

Department of the Treasury
Internal Revenue Service

OMB No. 1545-0092

2011

Form 1041-V Payment Voucher

- ▶ Use this voucher when making a payment with Form 1041
- ▶ Do not staple this voucher or your payment to Form 1041
- ▶ Make your check or money order payable to the "United States Treasury."
- ▶ Write your employer identification number (EIN) on your check or money order.

Enter the amount of your payment ▶	13,221 00

1019

30-6283128
SHIRLEY BERNSTEIN ESTATE
TED BERNSTEIN, EXECUTOR
7020 LIONS HEAD LANE
BOCA RATON, FL 33496

306283128 WV SHIR 05 2 201112 610

2011 TAX RETURN FILING INSTRUCTIONS

U.S. INCOME TAX RETURN FOR ESTATES AND TRUSTS

SHIRLEY BERNSTEIN ESTATE

FOR THE YEAR ENDING

DECEMBER 31, 2011

Prepared for	TED BERNSTEIN, EXECUTOR 7020 LIONS HEAD LANE BOCA RATON, FL 33496
Prepared by	CBIZ GOLDSTEIN LEWIN 1675 N. MILITARY TRAIL, FIFTH FLOOR BOCA RATON, FL 33486
To be signed and dated by	THE FIDUCIARY
Amount of tax	Total tax $ 12,741 Less: payments and credits $ 0 Plus: interest and penalties $ 480 BALANCE DUE $ 13,221
Overpayment	Miscellaneous Amounts $ 0 Credited to your estimated tax $ 0 Refunded to you $ 0
Mail tax return and check (if applicable) to	THIS RETURN HAS BEEN PREPARED FOR ELECTRONIC FILING AND THE PIN PROGRAM HAS BEEN ELECTED. TO HAVE IT TRANSMITTED ELECTRONICALLY TO THE IRS, PLEASE SIGN AND RETURN FORM 8879-F TO OUR OFFICE. WE WILL THEN SUBMIT YOUR ELECTRONIC RETURN.
Forms to be distributed to beneficiaries	NOT APPLICABLE.
Return must be mailed on or before	RETURN FEDERAL FORM 8879-F TO US BY SEPTEMBER 15, 2012.
Special Instructions	YOUR CHECK FOR $13,221, PAYABLE TO THE UNITED STATES TREASURY, MUST BE PAID BY SEPTEMBER 15, 2012. BE SURE TO INCLUDE YOUR PAYMENT WITH FORM 1041-V, FORM 1041 PAYMENT VOUCHER. INCLUDE THE NAME, ADDRESS, AND TELEPHONE NUMBER OF THE FIDUCIARY, EMPLOYER ID NUMBER, AND THE WORDS "2011 FORM 1041" ON YOUR CHECK. MAIL TO - DEPARTMENT OF THE TREASURY INTERNAL REVENUE SERVICE CENTER OGDEN, UT 84201-0148 FORM 8855, ELECTION TO TREAT A QUALIFIED REVOCABLE TRUST AS

112231
06-24-11

Special Instructions

PART OF AN ESTATE MUST BE FILED BY THE DUE DATE OF FORM 1041 (INCLUDING EXTENSIONS, IF ANY) FOR THE FIRST TAX YEAR OF THE RELATED ESTATE (OR FILING TRUST).

SIGN, DATE AND SEPARATELY MAIL FORM 8855 TO THE FOLLOWING ADDRESS:

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE CENTER
OGDEN, UT 84201

BY SIGNING THIS CONSENT FORM, YOU ARE ALSO CONSENTING TO HAVE US ELECTRONICALLY FILE, WHEN POSSIBLE, ANY STATE TAX RETURNS THAT DO NOT REQUIRE A SEPARATE AUTHORIZATION FORM, IF APPLICABLE.

SHIRLEY BERNSTEIN ESTATE

2011
INCOME TAX RETURNS

CBIZ Goldstein Lewin

CBIZ Goldstein Lewin
1675 N. Military Trail, Fifth Floor
Boca Raton, FL 33486
Ph: 561.994.5050 F: 561.241.0071
www.cbizgl.com

SEPTEMBER 13, 2012

TED BERNSTEIN, EXECUTOR
7020 LIONS HEAD LANE
BOCA RATON, FL 33496

RE: SHIRLEY BERNSTEIN ESTATE

TED BERNSTEIN, EXECUTOR:

ENCLOSED ARE YOUR 2011 ESTATE TAX RETURNS, AS FOLLOWS...

2011 U.S. INCOME TAX RETURN FOR ESTATES AND TRUSTS

WE PREPARED THE RETURN FROM INFORMATION YOU FURNISHED US WITHOUT VERIFICATION. UPON EXAMINATION OF THE RETURN BY TAXING AUTHORITIES, REQUESTS MAY BE MADE FOR UNDERLYING DATA. WE THEREFORE RECOMMEND THAT YOU PRESERVE ALL RECORDS WHICH YOU MAY BE CALLED UPON TO PRODUCE IN CONNECTION WITH SUCH AN EXAMINATION.

SCHEDULES K-1 ARE INCLUDED AND SHOULD BE FORWARDED TO THE RESPECTIVE BENEFICIARIES.

YOUR COPY SHOULD BE RETAINED FOR YOUR FILES.

WE SINCERELY APPRECIATE THE OPPORTUNITY TO SERVE YOU. PLEASE CONTACT US IF YOU HAVE ANY QUESTIONS CONCERNING THE TAX RETURN.

VERY TRULY YOURS,

CBIZ GOLDSTEIN LEWIN

2011 TAX RETURN FILING INSTRUCTIONS

U.S. INCOME TAX RETURN FOR ESTATES AND TRUSTS

SHIRLEY BERNSTEIN ESTATE

FOR THE YEAR ENDING

DECEMBER 31, 2011

Prepared for	TED BERNSTEIN, EXECUTOR 7020 LIONS HEAD LANE BOCA RATON, FL 33496
Prepared by	CBIZ GOLDSTEIN LEWIN 1675 N. MILITARY TRAIL, FIFTH FLOOR BOCA RATON, FL 33486
To be signed and dated by	THE FIDUCIARY
Amount of tax	Total tax $ 12,741 Less: payments and credits $ 0 Plus: interest and penalties $ 480 BALANCE DUE $ 13,221
Overpayment	Miscellaneous Amounts $ 0 Credited to your estimated tax $ 0 Refunded to you $ 0
Mail tax return and check (if applicable) to	THIS RETURN HAS BEEN PREPARED FOR ELECTRONIC FILING AND THE PIN PROGRAM HAS BEEN ELECTED. TO HAVE IT TRANSMITTED ELECTRONICALLY TO THE IRS, PLEASE SIGN AND RETURN FORM 8879-F TO OUR OFFICE. WE WILL THEN SUBMIT YOUR ELECTRONIC RETURN.
Forms to be distributed to beneficiaries	NOT APPLICABLE.
Return must be mailed on or before	RETURN FEDERAL FORM 8879-F TO US BY SEPTEMBER 15, 2012.
Special Instructions	YOUR CHECK FOR $13,221, PAYABLE TO THE UNITED STATES TREASURY, MUST BE PAID BY SEPTEMBER 15, 2012. BE SURE TO INCLUDE YOUR PAYMENT WITH FORM 1041-V, FORM 1041 PAYMENT VOUCHER. INCLUDE THE NAME, ADDRESS, AND TELEPHONE NUMBER OF THE FIDUCIARY, EMPLOYER ID NUMBER, AND THE WORDS "2011 FORM 1041" ON YOUR CHECK. MAIL TO - DEPARTMENT OF THE TREASURY INTERNAL REVENUE SERVICE CENTER OGDEN, UT 84201-0148 FORM 8855, ELECTION TO TREAT A QUALIFIED REVOCABLE TRUST AS

112231
06-24-11

Special Instructions

PART OF AN ESTATE MUST BE FILED BY THE DUE DATE OF FORM 1041 (INCLUDING EXTENSIONS, IF ANY) FOR THE FIRST TAX YEAR OF THE RELATED ESTATE (OR FILING TRUST).

SIGN, DATE AND SEPARATELY MAIL FORM 8855 TO THE FOLLOWING ADDRESS:

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE CENTER
OGDEN, UT 84201

BY SIGNING THIS CONSENT FORM, YOU ARE ALSO CONSENTING TO HAVE US ELECTRONICALLY FILE, WHEN POSSIBLE, ANY STATE TAX RETURNS THAT DO NOT REQUIRE A SEPARATE AUTHORIZATION FORM, IF APPLICABLE.

2011 **Form 1041-V**

Department of the Treasury
Internal Revenue Service

114081 08-18-11

LHA

▼ Detach Here and Mail With Your Payment and Return. ▼ Form **1041-V** (2011)

Department of the Treasury
Internal Revenue Service

OMB No. 1545-0092
2011

Form 1041-V Payment Voucher

- ▶ Use this voucher when making a payment with Form 1041
- ▶ Do not staple this voucher or your payment to Form 1041
- ▶ Make your check or money order payable to the "United States Treasury."
- ▶ Write your employer identification number (EIN) on your check or money order.

Enter the amount of your payment ▶	13,221 00

1019

30-6283128
SHIRLEY BERNSTEIN ESTATE
TED BERNSTEIN, EXECUTOR
7020 LIONS HEAD LANE
BOCA RATON, FL 33496

306283128 WV SHIR 05 2 201112 610

Form **8879-F**

Department of the Treasury
Internal Revenue Service

IRS e-file Signature Authorization for Form 1041

For calendar year 2011, or fiscal year beginning _____ , 2011, ending _____ ,20 ____.

▶ See instructions. Do not send to the IRS. Keep for your records.

OMB No. 1545-0967

2011

Name of estate or trust
SHIRLEY BERNSTEIN ESTATE

Employer identification number
30-6283128

Name and title of fiduciary
TED BERNSTEIN, EXECUTOR

Part I Tax Return Information (Whole Dollars Only)

1	Total income (Form 1041, line 9)	1	58,942.
2	Income distribution deduction (Form 1041, line 18)	2	
3	Taxable income (Form 1041, line 22)	3	58,320.
4	Total tax (Form 1041, line 23)	4	12,741.
5	Tax due or overpayment (Form 1041, line 27 or 28)	5	12,741.

Part II Declaration and Signature Authorization of Fiduciary (Be sure to get a copy of the estate's or trust's return)

Under penalties of perjury, I declare that I am a fiduciary of the above estate or trust and that I have examined a copy of the estate's or trust's 2011 electronic income tax return and accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare that the amounts in Part I above are the amounts shown on the copy of the estate's or trust's electronic income tax return. I consent to allow my electronic return originator (ERO), transmitter, or intermediate service provider to send the estate's or trust's return to the IRS and to receive from the IRS **(a)** an acknowledgment of receipt or reason for rejection of the transmission, **(b)** the reason for any delay in processing the return or refund, and **(c)** the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the estate's or trust's federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at **1-888-353-4537** no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the estate's or trust's electronic income tax return and, if applicable, the estate's or trust's consent to electronic funds withdrawal.

Fiduciary's PIN: check one box only

[X] I authorize CBIZ GOLDSTEIN LEWIN (ERO firm name) to enter my PIN 40013 (do not enter all zeros) as my signature on the estate's or trust's 2011 electronically filed income tax return.

[ ] As a fiduciary or officer representing the fiduciary of the estate or trust, I will enter my PIN as my signature on the estate's or trust's 2011 electronically filed income tax return.

Signature of fiduciary or officer representing the fiduciary ▶ _____ Date ▶ _____

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit EFIN followed by your five-digit self-selected PIN. 65885645050 (do not enter all zeros)

I certify that the above numeric entry is my PIN, which is my signature on the 2011 electronically filed income tax return for the estate or trust indicated above. I confirm that I am submitting this return in accordance with the requirements of Pub. 3112, IRS *e-file* Application and Participation, and Pub. 1437, Procedures for the Form 1041 *e-file* Program, U.S. Income Tax Returns for Estates and Trusts for Tax Year 2011.

ERO's signature ▶ _____ Date ▶ _____

ERO Must Retain This Form - See Instructions
Do Not Submit This Form to the IRS Unless Requested To Do So

EXTENSION GRANTED TO 09/17/2012

Form **1041** Department of the Treasury - Internal Revenue Service

U.S. Income Tax Return for Estates and Trusts

2011

For calendar year 2011 or fiscal year beginning , 2011 and ending , OMB No. 1545-0092

A Check all that apply:
- [X] Decedent's estate
- [ ] Simple trust
- [ ] Complex trust
- [ ] Qualified disability trust
- [ ] ESBT (S portion only)
- [ ] Grantor type trust
- [ ] Bankruptcy estate-Ch. 7
- [ ] Bankruptcy estate-Ch. 11
- [ ] Pooled income fund

Name of estate or trust (If a grantor type trust, see the instructions.)
SHIRLEY BERNSTEIN ESTATE

Name and title of fiduciary
TED BERNSTEIN, EXECUTOR

Number, street, and room or suite no. (If a P.O. box, see the instructions.)
7020 LIONS HEAD LANE

City or town, state, and ZIP code
BOCA RATON FL 33496

C Employer identification number: 30 6283128

D Date entity created: 12/09/2010

E Nonexempt charitable and split-interest trusts, check applicable box(es), see instructions.
- [ ] Described in sec. 4947(a)(1).
- Check here if not a private foundation ▶ [ ]
- [ ] Described in sec. 4947(a)(2)

B Number of Schedules K-1 attached ▶ 0

F Check applicable boxes: [X] Initial return [ ] Final return [ ] Amended return [ ] Change in fiduciary [ ] Change in fiduciary's name [ ] Change in trust's name [ ] Change in fiduciary's address

G Check here if the estate or filing trust made a section 645 election ▶ [X]

Income	1	Interest income SEE STATEMENT 1	1	21,088.
	2a	Total ordinary dividends SEE STATEMENT 2	2a	18,335.
	b	Qualified dividends allocable to: (1) Beneficiaries 0. (2) Estate or trust 13,283.		
	3	Business income or (loss). Attach Schedule C or C-EZ (Form 1040)	3	
	4	Capital gain or (loss). Attach Schedule D (Form 1041)	4	19,494.
	5	Rents, royalties, partnerships, other estates and trusts, etc. Attach Schedule E (Form 1040)	5	25.
	6	Farm income or (loss). Attach Schedule F (Form 1040)	6	
	7	Ordinary gain or (loss). Attach Form 4797	7	
	8	Other income. List type and amount	8	
	9	**Total income.** Combine lines 1, 2a, and 3 through 8 ▶	9	58,942.
Deductions	10	Interest. Check if Form 4952 is attached ▶ [X]	10	22.
	11	Taxes	11	
	12	Fiduciary fees	12	
	13	Charitable deduction (from Schedule A, line 7)	13	
	14	Attorney, accountant, and return preparer fees	14	
	15a	Other deductions **not** subject to the 2% floor (attach schedule)	15a	
	b	Allowable miscellaneous itemized deductions subject to the 2% floor SEE STATEMENT 4	15b	0.
	16	Add lines 10 through 15b ▶	16	22.
	17	Adjusted total income or (loss). Subtract line 16 from line 9 17 58,920.		
	18	Income distribution deduction (from Schedule B, line 15). Attach Schedules K-1 (Form 1041)	18	
	19	Estate tax deduction including certain generation-skipping taxes (attach computation)	19	
	20	Exemption	20	600.
	21	Add lines 18 through 20 ▶	21	600.
Tax and Payments	22	Taxable income. Subtract line 21 from line 17. If a loss, see instructions	22	58,320.
	23	**Total tax** (from Schedule G, line 7)	23	12,741.
	24	**Payments:** a 2011 estimated tax payments and amount applied from 2010 return	24a	
	b	Estimated tax payments allocated to beneficiaries (from Form 1041-T)	24b	
	c	Subtract line 24b from line 24a	24c	
	d	Tax paid with Form 7004 (see instructions)	24d	
	e	Federal income tax withheld. If any is from Form(s) 1099, check ▶ [ ]	24e	
		Other payments: f Form 2439 ; g Form 4136 ; Total ▶	24h	
	25	**Total payments.** Add lines 24c through 24e, and 24h ▶	25	
	26	Estimated tax penalty (see instructions)	26	
	27	**Tax due.** If line 25 is smaller than the total of lines 23 and 26, enter amount owed **	27	12,741.
	28	**Overpayment.** If line 25 is larger than the total of lines 23 and 26, enter amount overpaid	28	
	29	Amount of line 28 to be: **a Credited to 2012 estimated tax** ▶ ; **b Refunded** ▶	29	

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Signature of fiduciary or officer representing fiduciary | Date | EIN of fiduciary if a financial institution

May the IRS discuss this return with the preparer shown below (see instr.)? [X] Yes [ ] No

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check [ ] if self-employed	PTIN
GERALD R. LEWIN				P01266202

Firm's name ▶ CBIZ GOLDSTEIN LEWIN — Firm's EIN ▶ 34-1900735

Firm's address ▶ 1675 N. MILITARY TRAIL, FIFTH FLOOR, BOCA RATON, FL 33486 — Phone no. (561) 994-5050

LHA 110801 01-06-12

For Paperwork Reduction Act Notice, see the separate instructions. Form **1041** (2011)

**STMT 3 STMT 6 STMT 7

Form **7004**
(Rev. November 2011)
Department of the Treasury
Internal Revenue Service

Application for Automatic Extension of Time To File Certain Business Income Tax, Information, and Other Returns

▶ File a separate application for each return.
▶ See separate instructions.

OMB No. 1545-0233

Print or Type

Name: SHIRLEY BERNSTEIN TRUST

Identifying number: 46-6235212

Number, street, and room or suite no. (If P.O. box, see instructions.): 7020 LIONS HEAD LANE

City, town, state, and ZIP code (If a foreign address, enter city, province or state, and country (follow the country's practice for entering postal code)): BOCA RATON, FL 33496

Note. *File request for extension by the due date of the return for which the extension is granted. See instructions before completing this form.*

Part I Automatic 5-Month Extension

1a Enter the form code for the return that this application is for (see below) 05

Application Is For:	Form Code	Application Is For:	Form Code
Form 1065	09	Form 1041 (estate other than a bankruptcy estate)	04
Form 8804	31	Form 1041 (trust)	05

Part II Automatic 6-Month Extension

b Enter the form code for the return that this application is for (see below) .....

Application Is For:	Form Code	Application Is For:	Form Code
Form 706-GS(D)	01	Form 1120-ND (section 4951 taxes)	20
Form 706-GS(T)	02	Form 1120-PC	21
Form 1041 (bankruptcy estate only)	03	Form 1120-POL	22
Form 1041-N	06	Form 1120-REIT	23
Form 1041-QFT	07	Form 1120-RIC	24
Form 1042	08	Form 1120S	25
Form 1065-B	10	Form 1120-SF	26
Form 1066	11	Form 3520-A	27
Form 1120	12	Form 8612	28
Form 1120-C	34	Form 8613	29
Form 1120-F	15	Form 8725	30
Form 1120-FSC	16	Form 8831	32
Form 1120-H	17	Form 8876	33
Form 1120-L	18	Form 8924	35
Form 1120-ND	19	Form 8928	36

2 If the organization is a foreign corporation that does not have an office or place of business in the United States, check here ..... ▶ ☐

3 If the organization is a corporation and is the common parent of a group that intends to file a consolidated return, check here ..... ▶ ☐
If checked, attach a schedule, listing the name, address, and Employer Identification Number (EIN) for each member covered by this application.

Part III All Filers Must Complete This Part

4 If the organization is a corporation or partnership that qualifies under Regulations section 1.6081-5, check here ..... ▶ ☐

5a The application is for calendar year _____, or tax year beginning JANUARY 1, 2011, and ending DECEMBER 31, 2011

b **Short tax year.** If this tax year is less than 12 months, check the reason:
☒ Initial return ☐ Final return ☐ Change in accounting period ☐ Consolidated return to be filed

6	Tentative total tax	6	0.
7	Total payments and credits (see instructions)	7	0.
8	**Balance due.** Subtract line 7 from line 6 (see instructions)	8	0.

LHA **For Privacy Act and Paperwork Reduction Act Notice, see separate Instructions.**
119741
11-28-11

Form **7004** (Rev. 11-2011)

Schedule A Charitable Deduction. Do not complete for a simple trust or a pooled income fund.

1	Amounts paid or permanently set aside for charitable purposes from gross income (see instructions)	1	
2	Tax-exempt income allocable to charitable contributions (see instructions)	2	
3	Subtract line 2 from line 1	3	
4	Capital gains for the tax year allocated to corpus and paid or permanently set aside for charitable purposes	4	
5	Add lines 3 and 4	5	
6	Section 1202 exclusion allocable to capital gains paid or permanently set aside for charitable purposes (see instructions)	6	
7	**Charitable deduction.** Subtract line 6 from line 5. Enter here and on page 1, line 13	7	

Schedule B Income Distribution Deduction

1	Adjusted total income (see instructions)	1	58,920.
2	Adjusted tax-exempt interest	2	8,593.
3	Total net gain from Schedule D (Form 1041), line 15, column (1) (see instructions)	3	
4	Enter amount from Schedule A, line 4 (minus any allocable section 1202 exclusion)	4	
5	Capital gains for the tax year included on Schedule A, line 1 (see instructions)	5	
6	Enter any gain from page 1, line 4, as a negative number. If page 1, line 4, is a loss, enter the loss as a positive number	6	-19,494.
7	**Distributable net income.** Combine lines 1 through 6. If zero or less, enter -0-	7	48,019.
8	If a complex trust, enter accounting income for the tax year as determined under the governing instrument and applicable local law — 8		
9	Income required to be distributed currently	9	
10	Other amounts paid, credited, or otherwise required to be distributed	10	
11	Total distributions. Add lines 9 and 10. If greater than line 8, see instructions	11	0.
12	Enter the amount of tax-exempt income included on line 11	12	
13	Tentative income distribution deduction. Subtract line 12 from line 11	13	
14	Tentative income distribution deduction. Subtract line 2 from line 7. If zero or less, enter -0-	14	39,426.
15	**Income distribution deduction.** Enter the smaller of line 13 or line 14 here and on page 1, line 18	15	0.

Schedule G Tax Computation (see instructions)

1	Tax: a Tax on taxable income (see instructions)	1a	12,822.		
	b Tax on lump-sum distributions. Attach Form 4972	1b			
	c Alternative minimum tax (from Schedule I (Form 1041), line 56)	1c			
	d **Total.** Add lines 1a through 1c ▶			1d	12,822.
2a	Foreign tax credit. Attach Form 1116	2a	81.		
b	General business credit. Attach Form 3800	2b			
c	Credit for prior year minimum tax. Attach Form 8801	2c			
d	Bond credits. Attach Form 8912	2d			
3	**Total credits.** Add lines 2a through 2d ▶			3	81.
4	Subtract line 3 from line 1d. If zero or less, enter -0-			4	12,741.
5	Recapture taxes. Check if from: ☐ Form 4255 ☐ Form 8611			5	
6	Household employment taxes. Attach Schedule H (Form 1040)			6	
7	**Total tax.** Add lines 4 through 6. Enter here and on page 1, line 23 ▶			7	12,741.

Other Information

		Yes	No
1	Did the estate or trust receive tax-exempt income? If "Yes," attach a computation of the allocation of expenses. Enter the amount of tax-exempt interest income and exempt-interest dividends ▶ $ 8,593.	X	
2	Did the estate or trust receive all or any part of the earnings (salary, wages, and other compensation) of any individual by reason of a contract assignment or similar arrangement?	X	
3	At any time during calendar year 2011, did the estate or trust have an interest in or a signature or other authority over a bank, securities, or other financial account in a foreign country? See the instructions for exceptions and filing requirements for Form TD F 90-22.1. If "Yes," enter the name of the foreign country ▶		X
4	During the tax year, did the estate or trust receive a distribution from, or was it the grantor of, or transferor to, a foreign trust? If "Yes," the estate or trust may have to file Form 3520. See instructions		X
5	Did the estate or trust receive, or pay, any qualified residence interest on seller-provided financing? If "Yes," see the instructions for required attachment		X
6	If this is an estate or a complex trust making the section 663(b) election, check here (see instructions) ▶ ☐		
7	To make a section 643(e)(3) election, attach Schedule D (Form 1041), and check here (see instructions) ▶ ☐		
8	If the decedent's estate has been open for more than 2 years, attach an explanation for the delay in closing the estate, and check here ▶ ☐		
9	Are any present or future trust beneficiaries skip persons? See instructions	X	

Part II Income Distribution Deduction on a Minimum Tax Basis (continued)

43	Tentative income distribution deduction on a minimum tax basis. Subtract line 31 from line 37. If zero or less, enter -0-			43	39,853.
44	**Income distribution deduction on a minimum tax basis.** Enter the smaller of line 42 or line 43. Enter here and on line 26			44	0.

Part III Alternative Minimum Tax

45	Exemption amount			45	$22,500
46	Enter the amount from line 29	46	59,347.		
47	Phase-out of exemption amount	47	$75,000		
48	Subtract line 47 from line 46. If zero or less, enter -0-	48	0.		
49	Multiply line 48 by 25% (.25)			49	0.
50	Subtract line 49 from line 45. If zero or less, enter -0-			50	22,500.
51	Subtract line 50 from line 46			51	36,847.
52	Go to Part IV of Schedule I to figure line 52 if the estate or trust has qualified dividends or has a gain on lines 14a and 15 of column (2) of Schedule D (Form 1041) (as refigured for the AMT, if necessary). Otherwise, if line 51 is - • $175,000 or less, multiply line 51 by 26% (.26). • Over $175,000, multiply line 51 by 28% (.28) and subtract $3,500 from the result			52	5,975.
53	Alternative minimum foreign tax credit (see instructions)			53	81.
54	Tentative minimum tax. Subtract line 53 from line 52			54	5,894.
55	Enter the tax from Form 1041, Schedule G, line 1a (minus any foreign tax credit from Schedule G, line 2a)			55	12,741.
56	**Alternative minimum tax.** Subtract line 55 from line 54. If zero or less, enter -0-. Enter here and on Form 1041, Schedule G, line 1c			56	0.

Part IV Line 52 Computation Using Maximum Capital Gains Rates

Caution: *If you did not complete Part V of Schedule D (Form 1041), the Schedule D Tax Worksheet, or the Qualified Dividends Tax Worksheet, see the instructions before completing this part.*

57	Enter the amount from line 51			57	36,847.
58	Enter the amount from Schedule D (Form 1041), line 22, line 13 of the Schedule D Tax Worksheet, or line 4 of the Qualified Dividends Tax Worksheet, whichever applies (as refigured for the AMT, if necessary)	58	32,777.		
59	Enter the amount from Schedule D (Form 1041), line 14b, column (2) (as refigured for the AMT, if necessary). If you did not complete Schedule D for the regular tax or the AMT, enter -0-	59			
60	If you did not complete a Schedule D Tax Worksheet for the regular tax or the AMT, enter the amount from line 58. Otherwise, add lines 58 and 59 and enter the **smaller** of that result or the amount from line 10 of the Schedule D Tax Worksheet (as refigured for the AMT, if necessary)	60	32,777.		
61	Enter the **smaller** of line 57 or line 60			61	32,777.
62	Subtract line 61 from line 57			62	4,070.
63	If line 62 is $175,000 or less, multiply line 62 by 26% (.26). Otherwise, multiply line 62 by 28% (.28) and subtract $3,500 from the result ▶			63	1,058.
64	Maximum amount subject to the 0% rate	64	$2,300		
65	Enter the amount from line 23 of Schedule D (Form 1041), line 14 of the Schedule D Tax Worksheet, or line 5 of the Qualified Dividends Tax Worksheet in the Instructions for Form 1041, whichever applies (as figured for the regular tax). If you did not complete Schedule D or either worksheet for the regular tax, enter -0-	65	25,543.		
66	Subtract line 65 from line 64. If zero or less, enter -0-	66	0.		
67	Enter the **smaller** of line 57 or line 58	67	32,777.		
68	Enter the **smaller** of line 66 or line 67	68			
69	Subtract line 68 from line 67	69	32,777.		
70	Multiply line 69 by 15% (.15) ▶			70	4,917.
	If line 59 is zero or blank, skip lines 71 and 72 and go to line 73. Otherwise, go to line 71.				
71	Subtract line 67 from line 61	71			
72	Multiply line 71 by 25% (.25) ▶			72	
73	Add lines 63, 70, and 72			73	5,975.
74	If line 57 is $175,000 or less, multiply line 57 by 26% (.26). Otherwise, multiply line 57 by 28% (.28) and subtract $3,500 from the result			74	9,580.
75	Enter the **smaller** of line 73 or line 74 here and on line 52			75	5,975.

SCHEDULE D (Form 1041)
Department of the Treasury
Internal Revenue Service

Capital Gains and Losses

▶ Attach to Form 1041, Form 5227, or Form 990-T. See the Instructions for Schedule D (Form 1041) (also for Form 5227 or Form 990-T, if applicable).

OMB No. 1545-0092

2011

Name of estate or trust

SHIRLEY BERNSTEIN ESTATE

Employer identification number

30-6283128

Note: *Form 5227 filers need to complete only Parts I and II.*

Part I Short-Term Capital Gains and Losses - Assets Held One Year or Less

	(a) Description of property (Example: 100 shares 7% preferred of "Z" Co.)	(b) Date acquired (mo., day, yr.)	(c) Date sold (mo., day, yr.)	(d) Sales price	(e) Cost or other basis	(f) Gain or (loss) for the entire year Subtract (e) from (d)
1a						

b	Enter the short-term gain or (loss), if any, from Schedule D-1, line 1b	1b	
2	Short-term capital gain or (loss) from Forms 4684, 6252, 6781, and 8824	2	
3	Net short-term gain or (loss) from partnerships, S corporations, and other estates or trusts SEE STATEMENT 11	3	-1,144.
4	Short-term capital loss carryover. Enter the amount, if any, from line 9 of the 2010 Capital Loss Carryover Worksheet	4	( )
5	**Net short-term gain or (loss).** Combine lines 1a through 4 in column (f). Enter here and on line 13, column (3) on page 2 ▶	5	-1,144.

Part II Long-Term Capital Gains and Losses - Assets Held More Than One Year

	(a) Description of property (Example: 100 shares 7% preferred of "Z" Co.)	(b) Date acquired (mo., day, yr.)	(c) Date sold (mo., day, yr.)	(d) Sales price	(e) Cost or other basis	(f) Gain or (loss) for the entire year Subtract (e) from (d)
6a						

b	Enter the long-term gain or (loss), if any, from Schedule D-1, line 6b	6b	
7	Long-term capital gain or (loss) from Forms 2439, 4684, 6252, 6781, and 8824	7	
8	Net long-term gain or (loss) from partnerships, S corporations, and other estates or trusts SEE STATEMENT 12	8	20,626.
9	Capital gain distributions	9	
10	Gain from Form 4797, Part I	10	12.
11	Long-term capital loss carryover. Enter the amount, if any, from line 14 of the 2010 Capital Loss Carryover Worksheet	11	( )
12	**Net long-term gain or (loss).** Combine lines 6a through 11 in column (f). Enter here and on line 14a, column (3) on page 2 ▶	12	20,638.

Part III Summary of Parts I and II

Caution: *Read the instructions before completing this part.*

		(1) Beneficiaries'	(2) Estate's or trust's	(3) Total
13 Net short-term gain or (loss)	13		-1,144.	-1,144.
14 Net long-term gain or (loss):				
a Total for year	14a		20,638.	20,638.
b Unrecaptured section 1250 gain (see line 18 of the worksheet)	14b			
c 28% rate gain	14c			
15 Total net gain or (loss). Combine lines 13 and 14a ▶	15		19,494.	19,494.

Note: *If line 15, column (3), is a net gain, enter the gain on Form 1041, line 4 (or Form 990-T, Part I, line 4a). If lines 14a and 15, column (2), are net gains, go to Part V, and do not complete Part IV. If line 15, column (3), is a net loss, complete Part IV and the Capital Loss Carryover Worksheet, as necessary.*

Part IV Capital Loss Limitation

16 Enter here and enter as a (loss) on Form 1041, line 4 (or Form 990-T, Part I, line 4c, if a trust), the **smaller** of:		
a The loss on line 15, column (3) **or** b $3,000	16	( )

Note: *If the loss on line 15, column (3), is more than $3,000, or if Form 1041, page 1, line 22 (or Form 990-T, line 34), is a loss, complete the Capital Loss Carryover Worksheet in the instructions to figure your capital loss carryover.*

Part V Tax Computation Using Maximum Capital Gains Rates

Form 1041 filers. Complete this part **only** if both lines 14a and 15 in column (2) are gains, or an amount is entered in Part I or Part II and there is an entry on Form 1041, line 2b(2), **and** Form 1041, line 22, is more than zero.

Caution: *Skip this part and complete the **Schedule D Tax Worksheet** in the instructions if:*

- *Either line 14b, col. (2) or line 14c, col. (2) is more than zero, or*
- *Both Form 1041, line 2b(1), and Form 4952, line 4g are more than zero.*

Form 990-T trusts. Complete this part **only** if both lines 14a and 15 are gains, or qualified dividends are included in income in Part I of Form 990-T, **and** Form 990-T, line 34, is more than zero. Skip this part and complete the **Schedule D Tax Worksheet** in the instructions if either line 14b, col. (2) or line 14c, col. (2) is more than zero.

17 Enter taxable income from Form 1041, line 22 (or Form 990-T, line 34)			17	58,320.		
18 Enter the **smaller** of line 14a or 15 in column (2) but not less than zero	18	19,494.				
19 Enter the estate's or trust's qualified dividends from Form 1041, line 2b(2) (or enter the qualified dividends included in income in Part I of Form 990-T)	19	13,283.				
20 Add lines 18 and 19	20	32,777.				
21 If the estate or trust is filing Form 4952, enter the amount from line 4g; otherwise, enter -0- ▶	21	0.				
22 Subtract line 21 from line 20. If zero or less, enter -0-			22	32,777.		
23 Subtract line 22 from line 17. If zero or less, enter -0-			23	25,543.		
24 Enter the **smaller** of the amount on line 17 or $2,300			24	2,300.		
25 Is the amount on line 23 equal to or more than the amount on line 24? [X] **Yes.** Skip lines 25 and 26; go to line 27 and check the "No" box. [ ] **No.** Enter the amount from line 23			25			
26 Subtract line 25 from line 24			26			
27 Are the amounts on lines 22 and 26 the same? [ ] **Yes.** Skip lines 27 thru 30; go to line 31. [X] **No.** Enter the smaller of line 17 or line 22			27	32,777.		
28 Enter the amount from line 26 (If line 26 is blank, enter -0-)			28	0.		
29 Subtract line 28 from line 27			29	32,777.		
30 Multiply line 29 by 15% (.15)					30	4,917.
31 Figure the tax on the amount on line 23. Use the 2011 Tax Rate Schedule for Estates and Trusts (see the Schedule G instructions in the instructions for Form 1041)					31	7,905.
32 Add lines 30 and 31					32	12,822.
33 Figure the tax on the amount on line 17. Use the 2011 Tax Rate Schedule for Estates and Trusts (see the Schedule G instructions in the instructions for Form 1041)					33	19,377.
34 **Tax on all taxable income.** Enter the **smaller** of line 32 or line 33 here and on Form 1041, Schedule G, line 1a (or Form 990-T, line 36)					34	12,822.

Form **4952**

Department of the Treasury
Internal Revenue Service (99)

Investment Interest Expense Deduction

▶ Attach to your tax return.

OMB No. 1545-0191

2011

Attachment Sequence No. **51**

Name(s) shown on return

SHIRLEY BERNSTEIN ESTATE

Identifying number

30-6283128

Part I Total Investment Interest Expense

1	Investment interest expense paid or accrued in 2011 (see instructions) SEE STATEMENT 13	1	22.
2	Disallowed investment interest expense from 2010 Form 4952, line 7	2	
3	**Total investment interest expense.** Add lines 1 and 2	3	22.

Part II Net Investment Income

4a	Gross income from property held for investment (excluding any net gain from the disposition of property held for investment) STMT 14	4a	39,460.		
b	Qualified dividends included on line 4a	4b	13,283.		
c	Subtract line 4b from line 4a			4c	26,177.
d	Net gain from the disposition of property held for investment	4d	19,482.		
e	Enter the **smaller** of line 4d or your net capital gain from the disposition of property held for investment (see instructions) STMT 15	4e	19,482.		
f	Subtract line 4e from line 4d			4f	0.
g	Enter the amount from lines 4b and 4e that you elect to include in investment income (see instructions)			4g	
h	Investment income. Add lines 4c, 4f, and 4g			4h	26,177.
5	Investment expenses (see instructions)			5	
6	**Net investment income.** Subtract line 5 from line 4h. If zero or less, enter -0-			6	26,177.

Part III Investment Interest Expense Deduction

7	Disallowed investment interest expense to be carried forward to 2012. Subtract line 6 from line 3. If zero or less, enter -0-	7	0.
8	**Investment interest expense deduction.** Enter the **smaller** of line 3 or 6. See instructions	8	22.

RECOMPUTED FOR ALTERNATIVE MINIMUM TAX

Form **4952**

Department of the Treasury
Internal Revenue Service (99)

Investment Interest Expense Deduction

▶ Attach to your tax return.

OMB No. 1545-0191

2011

Attachment Sequence No. 51

Name(s) shown on return

SHIRLEY BERNSTEIN ESTATE

Identifying number

30-6283128

Part I Total Investment Interest Expense

1	Investment interest expense paid or accrued in 2011 (see instructions)		1	22.
2	Disallowed investment interest expense from 2010 Form 4952, line 7		2	
3	**Total investment interest expense.** Add lines 1 and 2		3	22.

Part II Net Investment Income

4a	Gross income from property held for investment (excluding any net gain from the disposition of property held for investment)	4a	39,460.		
b	Qualified dividends included on line 4a	4b	13,283.		
c	Subtract line 4b from line 4a			4c	26,177.
d	Net gain from the disposition of property held for investment	4d	19,482.		
e	Enter the **smaller** of line 4d or your net capital gain from the disposition of property held for investment (see instructions)	4e	19,482.		
f	Subtract line 4e from line 4d			4f	0.
g	Enter the amount from lines 4b and 4e that you elect to include in investment income (see instructions)			4g	
h	Investment income. Add lines 4c, 4f, and 4g			4h	26,177.
5	Investment expenses (see instructions)			5	
6	**Net investment income.** Subtract line 5 from line 4h. If zero or less, enter -0-			6	26,177.

Part III Investment Interest Expense Deduction

7	Disallowed investment interest expense to be carried forward to 2012. Subtract line 6 from line 3. If zero or less, enter -0-	7	0.
8	**Investment interest expense deduction.** Enter the **smaller** of line 3 or 6. See instructions	8	22.

REGULAR FORM 4952, LINE 8	22.
LESS RECOMPUTED FORM 4952, LINE 8	22.
INTEREST ADJUSTMENT - SCHEDULE I, LINE 2	0.

Form **8855**
(Rev. January 2009)
Department of the Treasury
Internal Revenue Service

Election To Treat a Qualified Revocable Trust as Part of an Estate

OMB No. 1545-1881

Part I Estate (or Filing Trust) Information

Name of estate (or the filing trust, if applicable (see instructions))	Employer identification number (see instructions)
SHIRLEY BERNSTEIN ESTATE	30-6283128
Name of executor (or the filing trustee, if applicable)	Type of entity prior to the election:
TED BERNSTEIN, EXECUTOR	[X] Domestic estate [ ] Foreign estate [ ] Domestic trust [ ] Foreign trust
Number, street, and room or suite no. (or P.O. box number if mail is not delivered to street address)	
7020 LIONS HEAD LANE	
City or town, state, and ZIP code (if a foreign address, see instructions)	Date of executor's appointment
BOCA RATON, FL 33496	01/01/2011

Under penalties of perjury, I, as executor (or filing trustee):

- Confirm that under applicable local law or the governing document, I have the authority to make this election for the estate (if executor) or trust (if filing trustee) and to agree to the conditions of the election;
- Elect the treatment provided under section 645 for the above-named estate (or filing trust, if applicable);
- Confirm that an agreement has been reached with the trustees of each qualified revocable trust (QRT) joining in the election to allocate the tax burden of the combined electing trusts and related estate, if any, for each tax year during the election period in a manner that reasonably reflects each entity's tax obligation;
- Agree to ensure that the related estate's (or filing trust's, if applicable) share of the tax obligations of the combined electing trust(s) and related estate, if any, is timely paid to the United States Treasury;
- Agree to accept responsibility for filing a complete, accurate, and timely income tax return, when required by law, for the combined electing trust(s) and related estate, if any, for each tax year during the election period;
- (If I am the filing trustee) confirm that if there is more than one QRT making this election, that I have been appointed by the trustees of each QRT making this election to be the filing trustee and I agree to accept the responsibility of filing the appropriate income tax return for the combined electing trust(s) for each tax year during the election period and all other responsibilities of the filing trustee;
- (If I am the filing trustee) represent that no executor has been appointed for a related estate and to the best of my knowledge and belief, one will not be appointed;
- (If I am the filing trustee) agree that, if an executor is appointed for the related estate after this Form 8855 is filed, that I will complete and file an amended Form 8855 if the late appointed executor agrees to the election, and I agree to cooperate with the executor in filing any amended returns required to be filed as a result of the executor's appointment; and
- Confirm to the best of my knowledge and belief, that all information contained in this election and any accompanying statements or schedules is true, correct, and complete.

Signature of executor (or filing trustee)	Date

Part II Decedent Information

Name of decedent	SSN of the decedent	Date of death
SHIRLEY BERNSTEIN	347-30-9749	12/09/2010

LHA **For Paperwork Reduction Act Notice, see page 4.** Form **8855** (1-2009)

110291
05-01-11

-1

Part III Qualified Revocable Trust Information

Name of trust
SHIRLEY BERNSTEIN TRUST

Employer identification number (see instructions)
46-6235212

Name of trustee
TED BERNSTEIN

Number, street, and room or suite no. (or P.O. box number if mail is not delivered to street address)
7020 LIONS HEAD LN

City or town, state, and ZIP code (if a foreign address, see instructions)
BOCA RATON, FL 33496

Under penalties of perjury, I, as trustee of the above-named trust:

- Confirm that under applicable local law or the governing instrument, I have the authority to make this election for the trust and to agree to the conditions of the election;
- Elect the treatment provided under section 645 for this trust;
- Agree to timely provide the executor (or filing trustee if there is no executor) with all the trust information necessary to permit the executor (or filing trustee, if applicable) to file a complete, accurate, and timely Form 1041 (or Form 1040-NR for a foreign estate) for the combined electing trust(s) and the related estate, if any, for each tax year during the election period;
- Confirm that an agreement has been reached with the trustees of each QRT joining in the election, and the executor of the related estate, if any, to allocate the tax burden of the combined electing trust(s) and related estate, if any, for each tax year during the election period in a manner that reasonably reflects each entity's tax obligation;
- Agree to ensure that this trust's share of the tax obligations of the combined electing trust(s) and related estate, if any, is timely paid to the United States Treasury;
- Confirm that if a filing trustee (and not an executor for a related estate) has completed Part I of this Form 8855, the trustee that completed Part I has been appointed the filing trustee, and to the best of my knowledge and belief, an executor has not been appointed to administer a related estate and one will not be appointed;
- Agree that if a filing trustee (and not an executor for a related estate) has completed Part I of this Form 8855 and an executor is appointed for the related estate after this Form 8855 is filed, that I will complete and file an amended Form 8855 if the later appointed executor agrees to the election, and I agree to cooperate with the executor in filing any amended returns required to be filed as a result of the executor's appointment; and
- Confirm to the best of my knowledge and belief, that all information of the electing trust contained in this election and any accompanying statements or schedules is true, correct, and complete.

Signature of trustee | Date

Name of trust | **Employer identification number** (see instructions)

Name of trustee

Number, street, and room or suite no. (or P.O. box number if mail is not delivered to street address)

City or town, state, and ZIP code (if a foreign address, see instructions)

Under penalties of perjury, I, as trustee of the above-named trust:

- Confirm that under applicable local law or the governing instrument, I have the authority to make this election for the trust and to agree to the conditions of the election;
- Elect the treatment provided under section 645 for this trust;
- Agree to timely provide the executor (or filing trustee if there is no executor) with all the trust information necessary to permit the executor (or filing trustee, if applicable) to file a complete, accurate, and timely Form 1041 (or Form 1040-NR for a foreign estate) for the combined electing trust(s) and the related estate, if any, for each tax year during the election period;
- Confirm that an agreement has been reached with the trustees of each QRT joining in the election, and the executor of the related estate, if any, to allocate the tax burden of the combined electing trust(s) and related estate, if any, for each tax year during the election period in a manner that reasonably reflects each entity's tax obligation;
- Agree to ensure that this trust's share of the tax obligations of the combined electing trust(s) and related estate, if any, is timely paid to the United States Treasury;
- Confirm that if a filing trustee (and not an executor for a related estate) has completed Part I of this Form 8855, the trustee that completed Part I has been appointed the filing trustee, and to the best of my knowledge and belief, an executor has not been appointed to administer a related estate and one will not be appointed;
- Agree that if a filing trustee (and not an executor for a related estate) has completed Part I of this Form 8855 and an executor is appointed for the related estate after this Form 8855 is filed, that I will complete and file an amended Form 8855 if the later appointed executor agrees to the election, and I agree to cooperate with the executor in filing any amended returns required to be filed as a result of the executor's appointment; and
- Confirm to the best of my knowledge and belief, that all information of the electing trust contained in this election and any accompanying statements or schedules is true, correct, and complete.

Signature of trustee | Date

SCHEDULE E (Form 1040)

Department of the Treasury Internal Revenue Service (99)

Supplemental Income and Loss

(From rental real estate, royalties, partnerships, S corporations, estates, trusts, REMICs, etc.)

▶ Attach to Form 1040, 1040NR, or Form 1041. ▶ See separate instructions.

OMB No. 1545-0074

2011

Attachment Sequence No. 13

Name(s) shown on return: SHIRLEY BERNSTEIN ESTATE

Your social security number: 30-6283128

A Did you make any payments in 2011 that would require you to file Form(s) 1099? (see instructions) ☐ Yes ☒ No

B If "Yes," did you or will you file all required Forms 1099? ☐ Yes ☐ No

Part I Income or Loss From Rental Real Estate and Royalties **Note.** If you are in the business of renting personal property, use **Schedule C** or **C-EZ** (see instructions). If you are an individual, report farm rental income or loss from **Form 4835** on page 2, line 40.

Caution. For each rental property listed on line 1, check the box in the last column only if you owned that property as a member of a qualified joint venture (QJV) reporting income not subject to self-employment tax.

	1 Physical address of each property-street, city, state, ZIP	Type-from list below	2 For each rental real estate property listed, report the number of days rented at fair rental value and days with personal use. See instructions.		Fair Rental Days	Personal Use Days	QJV
A	BERNSTEIN FAMILY INVESTMENTS LLLP -	6		A			
B	BERNSTEIN HOLDINGS LLC - ROYALTY	6		B			
C				C			

Type of Property:

1 Single Family Residence 3 Vacation/Short-Term Rental 5 Land 7 Self-Rental
2 Multi-Family Residence 4 Commercial 6 Royalties 8 Other (describe)

Income:		Properties A	B	C
3a Merchant card and third party payments. For 2011, enter -0-	3a	0.	0.	
b Payments not reported to you on line 3a	3b	36.	1.	
4 Total not including amounts on line 3a that are not income (see instructions)	4	36.	1.	
Expenses:				
5 Advertising	5			
6 Auto and travel (see instructions)	6			
7 Cleaning and maintenance	7			
8 Commissions	8			
9 Insurance	9			
10 Legal and other professional fees	10			
11 Management fees	11			
12 Mortgage interest paid to banks, etc. (see instructions)	12			
13 Other interest	13			
14 Repairs	14			
15 Supplies	15			
16 Taxes	16			
17 Utilities	17			
18 Depreciation expense or depletion	18			
19 Other (list) ▶	19			
20 Total expenses. Add lines 5 through 19	20			
21 Subtract line 20 from line 4. If result is a (loss), see instructions to find out if you must file **Form 6198**	21	36.	1.	
22 Deductible rental real estate loss after limitation, if any, on **Form 8582** (see instructions)	22	( )	( )	( )

23a Total of all amounts reported on line 3a for all rental properties	23a		
b Total of all amounts reported on line 3a for all royalty properties	23b		
c Total of all amounts reported on line 4 for all rental properties	23c		
d Total of all amounts reported on line 4 for all royalty properties	23d	37.	
e Total of all amounts reported on line 12 for all properties	23e		
f Total of all amounts reported on line 18 for all properties	23f		
g Total of all amounts reported on line 20 for all properties	23g		

24 **Income.** Add positive amounts shown on line 21. **Do not** include any losses	24	37.
25 **Losses.** Add royalty losses from line 21 and rental real estate losses from line 22. Enter total losses here	25	( )
26 **Total rental real estate and royalty income or (loss).** Combine lines 24 and 25. Enter the result here. If Parts II, III, IV, and line 40 on page 2 do not apply to you, also enter this amount on Form 1040, line 17, or Form 1040NR, line 18. Otherwise, include this amount in the total on line 41 on page 2	26	37.

Name(s) shown on return. Do not enter name and social security number if shown on page 1. | Your social security number

SHIRLEY BERNSTEIN ESTATE | 30-6283128

Caution. The IRS compares amounts reported on your tax return with amounts shown on Schedule(s) K-1.

Part II Income or Loss From Partnerships and S Corporations

Note. If you report a loss from an at-risk activity for which any amount is **not** at risk, you **must** check column (e) on line 28 and attach **Form 6198**. See instructions.

27 Are you reporting any loss not allowed in a prior year due to the at-risk or basis limitations, a prior year unallowed loss from a passive activity (if that loss was not reported on Form 8582), or unreimbursed partnership expenses? ☐ Yes ☒ No

If you answered "Yes," see instructions before completing this section.

28	(a) Name	(b) Enter P for partnership; S for S corporation	(c) Check if foreign partnership	(d) Employer identification number	(e) Check if any amount is not at risk
A	BERNSTEIN FAMILY INVESTMENTS LLLP	P		26-2124343	
B	BERNSTEIN HOLDINGS LLC	P		32-0234597	
C					
D					

	Passive Income and Loss		Nonpassive Income and Loss		
	(f) Passive loss allowed (attach **Form 8582** if required)	(g) Passive income from **Schedule K-1**	(h) Nonpassive loss from **Schedule K-1**	(i) Section 179 expense deduction from **Form 4562**	(j) Nonpassive income from **Schedule K-1**
A	12.				
B	0.				
C					
D					
29a Totals					
b Totals	12.				

30	Add columns (g) and (j) of line 29a	30	
31	Add columns (f), (h), and (i) of line 29b	31	(12.)
32	**Total partnership and S corporation income or (loss).** Combine lines 30 and 31. Enter the result here and include in the total on line 41 below	32	-12.

Part III Income or Loss From Estates and Trusts

33	(a) Name	(b) Employer identification number
A		
B		

	Passive Income and Loss		Nonpassive Income and Loss	
	(c) Passive deduction or loss allowed (attach **Form 8582** if required)	(d) Passive income from **Schedule K-1**	(e) Deduction or loss from **Schedule K-1**	(f) Other income from **Schedule K-1**
A				
B				
34a Totals				
b Totals				

35	Add columns (d) and (f) of line 34a	35	
36	Add columns (c) and (e) of line 34b	36	( )
37	**Total estate and trust income or (loss).** Combine lines 35 and 36. Enter the result here and include in the total on line 41 below	37	

Part IV Income or Loss From Real Estate Mortgage Investment Conduits (REMICs) - Residual Holder

38	(a) Name	(b) Employer identification number	(c) Excess inclusion from **Schedules Q**, line 2c (see instructions)	(d) Taxable income (net loss) from **Schedules Q**, line 1b	(e) Income from **Schedules Q**, line 3b

39	Combine columns (d) and (e) only. Enter the result here and include in the total on line 41 below	39	

Part V Summary

40	Net farm rental income or (loss) from **Form 4835**. Also, complete line 42 below	40	
41	**Total income or (loss).** Combine lines 26, 32, 37, 39, and 40. Enter the result here and on Form 1040, line 17, or Form 1040NR, line 18 ▶	41	25.
42	**Reconciliation of farming and fishing income.** Enter your **gross** farming and fishing income reported on Form 4835, line 7; Schedule K-1 (Form 1065), box 14, code B; Schedule K-1 (Form 1120S), box 17, code U; and Schedule K-1 (Form 1041), line 14, code F (see instructions)	42	
43	**Reconciliation for real estate professionals.** If you were a real estate professional (see instructions), enter the net income or (loss) you reported anywhere on Form 1040 or Form 1040NR from all rental real estate activities in which you materially participated under the passive activity loss rules	43	

2011 Income from Passthroughs

BERNSTEIN FAMILY INVESTMENTS LLLP
I.D. NUMBER: 26-2124343
TYPE: PARTNERSHIP

ACTIVITY INFORMATION:

BERNSTEIN FAMILY INVESTMENTS LLLP

OTHER PASSIVE ACTIVITY

RENTAL REAL ESTATE INCOME (LOSS)	-2.	
	-1,501.	
	-551.	
SEC 59(E)(2) -	-100.	
PASSIVE INCOME (LOSS)		-2,154.
DISALLOWED LOSS FROM FORM 8582		2,142.
ALLOWABLE PASSIVE LOSS FROM FORM 8582		-12.

TAX PREFERENCE ITEMS:

DEPRECIATION ADJUSTMENT	252.
ADJUSTED GAIN OR LOSS	-1.
OTHER AMT PREFERENCE ITEMS/ADJUSTMENTS	1,042.
GROSS INCOME FROM OIL AND GAS	3,411.
GROSS DEDUCTION FROM OIL AND GAS	767.

OTHER K-1 INFORMATION:

INTEREST INCOME	20,884.
ORDINARY DIVIDENDS	18,151.
QUALIFIED DIVIDENDS	13,154.
TAX-EXEMPT INTEREST	8,509.
SECTION 1231 GAIN (LOSS)	12.
NET SHORT-TERM CAPITAL GAIN (LOSS)	-1,133.
NET LONG-TERM CAPITAL GAIN (LOSS)	20,425.
INVESTMENT INTEREST EXPENSE - SCHEDULE A	22.
DEDUCTIONS RELATED TO PORTFOLIO INCOME	356.
ROYALTY	36.
INVESTMENT INCOME	39,071.
INVESTMENT EXPENSE	356.
UNRECAPTURED SECTION 1250 GAIN	1.
NONDEDUCTIBLE EXPENSES	4.

2011 Income from Passthroughs

BERNSTEIN HOLDINGS LLC
I.D. NUMBER: 32-0234597
TYPE: PARTNERSHIP

ACTIVITY INFORMATION:

BERNSTEIN HOLDINGS LLC

OTHER PASSIVE ACTIVITY

	-14.	
	-7.	
SEC 59(E)(2) -	-1.	
PASSIVE INCOME (LOSS)		-22.
DISALLOWED LOSS FROM FORM 8582		22.
ALLOWABLE PASSIVE LOSS FROM FORM 8582		0.

TAX PREFERENCE ITEMS:

DEPRECIATION ADJUSTMENT	3.
ADJUSTED GAIN OR LOSS	34.
OTHER AMT PREFERENCE ITEMS/ADJUSTMENTS	1.

OTHER K-1 INFORMATION:

INTEREST INCOME	204.
ORDINARY DIVIDENDS	184.
QUALIFIED DIVIDENDS	129.
TAX-EXEMPT INTEREST	84.
NET SHORT-TERM CAPITAL GAIN (LOSS)	-11.
NET LONG-TERM CAPITAL GAIN (LOSS)	201.
DEDUCTIONS RELATED TO PORTFOLIO INCOME	4.
ROYALTY	1.
INVESTMENT INCOME	389.
INVESTMENT EXPENSE	4.

2011 Income from Passthroughs

SUMMARY OF K-1 INFORMATION FOR ALL PASSTHROUGHS

OTHER K-1 INFORMATION:

INTEREST INCOME	21,088.
ORDINARY DIVIDENDS	18,335.
QUALIFIED DIVIDENDS	13,283.
TAX-EXEMPT INTEREST	8,593.
SECTION 1231 GAIN (LOSS)	12.
NET SHORT-TERM CAPITAL GAIN (LOSS)	-1,144.
NET LONG-TERM CAPITAL GAIN (LOSS)	20,626.
INVESTMENT INTEREST EXPENSE - SCHEDULE A	22.
DEDUCTIONS RELATED TO PORTFOLIO INCOME	360.
ROYALTY	37.
UNRECAPTURED SECTION 1250 GAIN	1.
NONDEDUCTIBLE EXPENSES	4.

INVESTMENT INTEREST EXPENSE:

INVESTMENT INCOME	39,460.
INVESTMENT EXPENSE	360.

TAX PREFERENCE ITEMS:

DEPRECIATION ADJUSTMENT	255.
ADJUSTED GAIN OR LOSS	33.
OTHER AMT PREFERENCE ITEMS/ADJUSTMENTS	1,043.
GROSS INCOME FROM OIL AND GAS	3,411.
GROSS DEDUCTION FROM OIL AND GAS	767.

Schedule of Mineral Interest Properties - Summary

Identifying Number 30-6283128	Taxable income including NOL carryover ... 58,320.
Name	Plus allowable depletion ..... 0.
	Minus cost depletion ..... 0.
	Taxable income before % depletion .....
SHIRLEY BERNSTEIN ESTATE	65% of taxable income .....

	Property Number	Property Description	Gross Income	Royalty Paid	Severance Tax
A	1	BERNSTEIN FAMILY INVESTMENTS LLLP	3,411.		
B					
C					
D					
E					
F	TOTAL		3,411.		

	Depreciation	Amortization	Operating Expense	Overhead Expense	IDC Expense	Dry Hole Costs
A			767.			
B						
C						
D						
E						
F			767.			

	Other Expenses	Net Income Before Depletion	% Depletion	% Depletion Limited to Net Income	% Depletion After Quantity Limitations	Adjusted Basis
A		2,644.				
B						
C						
D						
E						
F		2,644.				

	Beginning Recoverables	Production	Cost Depletion	Prior Year % Depletion Carryover	Greater of Cost or % Depletion	* Limited % Depletion
A						
B						
C						
D						
E						
F						

	* Allowable Depletion	Net Income After Depletion	% Depletion C/O To Next Year	Excess Depletion	Excess IDC	* Net Income for Excess IDC Calc.
A		2,644.				
B						
C						
D						
E						
F		2,644.				

* "Limited % Depletion" - has been limited to 65% of Taxable Income

* "Allowable Depletion" - Greater of "Percentage Depletion" or "Cost Depletion" after calculation for the 65% taxable income limitations or "Non-Oil & Gas Depletion"

* "Net Income for Excess IDC CALC" - has been reduced by "Allowable Depletion" and "Excess IDC" has been added back.

Total excess Intangible Drilling Cost

Less 65% of Net Income for Excess IDC Calculation

Excess Intangible Drilling Cost Preference

113701
05-01-11

Form **1116**

Department of the Treasury
Internal Revenue Service (99)

Foreign Tax Credit

(Individual, Estate, or Trust)
▶ Attach to Form 1040, 1040NR, 1041, or 990-T.

OMB No. 1545-0121

2011

Attachment Sequence No. **19**

Name

SHIRLEY BERNSTEIN ESTATE

Identifying number as shown on page 1 of your tax return

30-6283128

Use a separate Form 1116 for each category of income listed below. See **Categories of Income** in the instructions. Check only one box on each Form 1116. Report all amounts in U.S. dollars except where specified in Part II below.

a [X] Passive category income
b [ ] General category income
c [ ] Section 901(j) income
d [ ] Certain income re-sourced by treaty
e [ ] Lump-sum distributions

f Resident of (name of country) ▶ UNITED STATES

Note: *If you paid taxes to only one foreign country or U.S. possession, use column A in Part I and line A in Part II. If you paid taxes to more than one foreign country or U.S. possession, use a separate column and line for each country or possession.*

Part I Taxable Income or Loss From Sources Outside the United States (for Category Checked Above)

	Foreign Country or U.S. Possession A	B	C	Total (Add cols. A, B, and C.)
g Enter the name of the foreign country or U.S. possession ▶	OTHER COUNTRIES			
1a Gross income from sources within country shown above and of the type checked above: SEE SOURCE INCOME SUMMARY	1,954.			1a 1,954.
b Check if line 1a is compensation for personal services as an employee, your total compensation from all sources is $250,000 or more, and you used an alternative basis to determine its source (see instructions) ▶ [ ]				
Deductions and losses (*Caution: See instructions*):				
2 Expenses **definitely related** to the income on line 1a (attach statement) SEE STATEMENT 17	322.			
3 Pro rata share of other deductions **not definitely related**:				
a Certain itemized deductions or standard deduction				
b Other deductions (attach statement)				
c Add lines 3a and 3b				
d Gross foreign source income	1,954.			
e Gross income from all sources	60,110.			
f Divide line 3d by line 3e	.032507			
g Multiply line 3c by line 3f				
4 Pro rata share of interest expense:				
a Home mortgage interest (use worksheet on page 14 of the instructions)				
b Other interest expense				
5 Losses from foreign sources				
6 Add lines 2, 3g, 4a, 4b, and 5	322.			6 322.
7 Subtract line 6 from line 1a. Enter the result here and on line 15, page 2 ▶				7 1,632.

Part II Foreign Taxes Paid or Accrued

SEE STATEMENT 16

Country	Credit is claimed for taxes (you must check one) (h) [ ] Paid (i) [X] Accrued (j) Date paid or accrued	Foreign taxes paid or accrued: In foreign currency — Taxes withheld at source on: (k) Dividends	(l) Rents and royalties	(m) Interest	(n) Other foreign taxes paid or accrued	In U.S. dollars — Taxes withheld at source on: (o) Dividends	(p) Rents and royalties	(q) Interest	(r) Other foreign taxes paid or accrued	(s) Total foreign taxes paid or accrued (add cols. (o) through (r))
A									81.	81.
B										
C										
8 Add lines A through C, column (s). Enter the total here and on line 9, page 2 ▶									8	81.

LHA **For Paperwork Reduction Act Notice, see instructions.**

Form **1116** (2011)

111501
12-19-11

Part III Figuring the Credit

9	Enter the amount from line 8. These are your total foreign taxes paid or accrued for the category of income checked above Part I	9	81.	
10	Carryback or carryover (attach detailed computation)	10		
11	Add lines 9 and 10	11	81.	
12	Reduction in foreign taxes	12		
13	Taxes reclassified under high tax kickout	13		
14	Combine lines 11, 12, and 13. This is the total amount of foreign taxes available for credit			14 81.
15	Enter the amount from line 7. This is your taxable income or (loss) from sources outside the United States (before adjustments) for the category of income checked above Part I	15	1,632.	
16	Adjustments to line 15	16	0.	
17	Combine the amounts on lines 15 and 16. This is your net foreign source taxable income. (If the result is zero or less, you have no foreign tax credit for the category of income you checked above Part I. Skip lines 18 through 22. However, if you are filing more than one Form 1116, you must complete line 20.)	17	1,632.	
18	**Individuals:** Enter the amount from Form 1040, line 41, or Form 1040NR, line 39. **Estates and trusts:** Enter your taxable income without the deduction for your exemption SEE STATEMENT 18	18	40,191.	
	***Caution:** If you figured your tax using the lower rates on qualified dividends or capital gains, see instructions.*			
19	Divide line 17 by line 18. If line 17 is more than line 18, enter "1"			19 .040606
20	**Individuals:** Enter the amount from Form 1040, line 44. If you are a nonresident alien, enter the amount from Form 1040NR, line 42. **Estates and trusts:** Enter the amount from Form 1041, Schedule G, line 1a, or the total of Form 990-T, lines 36 and 37			20 12,822.
	***Caution:** If you are completing line 20 for separate categorye (lump-sum distributions), see instructions.*			
21	Multiply line 20 by line 19 (maximum amount of credit)			21 521.
22	Enter the **smaller** of line 14 or line 21. If this is the only Form 1116 you are filing, skip lines 23 through 27 and enter this amount on line 28. Otherwise, complete the appropriate line in Part IV ▶			22 81.

Part IV Summary of Credits From Separate Parts III

23	Credit for taxes on passive category income	23	81.	
24	Credit for taxes on general category income	24	0.	
25	Credit for taxes on certain income re-sourced by treaty	25	0.	
26	Credit for taxes on lump-sum distributions	26	0.	
27	Add lines 23 through 26			27 81.
28	Enter the **smaller** of line 20 or line 27			28 81.
29	Reduction of credit for international boycott operations			29
30	Subtract line 29 from line 28. This is your **foreign tax credit**. Enter here and on Form 1040, line 47; Form 1040NR, line 45; Form 1041, Schedule G, line 2a; or Form 990-T, line 40a ▶			30 81.

Form **1116**

Department of the Treasury
Internal Revenue Service (99)

ALT MIN TAX
Foreign Tax Credit

(Individual, Estate, or Trust)
▶ Attach to Form 1040, 1040NR, 1041, or 990-T.

OMB No. 1545-0121

2011

Attachment Sequence No. **19**

Name: SHIRLEY BERNSTEIN ESTATE

Identifying number as shown on page 1 of your tax return: 30-6283128

Use a separate Form 1116 for each category of income listed below. See **Categories of Income** in the instructions. Check only one box on each Form 1116. Report all amounts in U.S. dollars except where specified in Part II below.

a [X] Passive category income
b [ ] General category income
c [ ] Section 901(j) income
d [ ] Certain income re-sourced by treaty
e [ ] Lump-sum distributions

f Resident of (name of country) ▶ UNITED STATES

Note: *If you paid taxes to only one foreign country or U.S. possession, use column A in Part I and line A in Part II. If you paid taxes to more than one foreign country or U.S. possession, use a separate column and line for each country or possession.*

Part I Taxable Income or Loss From Sources Outside the United States (for Category Checked Above)

	Foreign Country or U.S. Possession A	B	C		Total (Add cols. A, B, and C.)
g Enter the name of the foreign country or U.S. possession ▶	OTHER COUNTRIES				
1a Gross income from sources within country shown above and of the type checked above:	1,954.			1a	1,954.
b Check if line 1a is compensation for personal services as an employee, your total compensation from all sources is $250,000 or more, and you used an alternative basis to determine its source (see instructions) ▶ [ ]					
Deductions and losses (*Caution: See instructions*):					
2 Expenses **definitely related** to the income on line 1a (attach statement)	322.				
3 Pro rata share of other deductions **not definitely related:**					
a Certain itemized deductions or standard deduction					
b Other deductions (attach statement)					
c Add lines 3a and 3b					
d Gross foreign source income	1,954.				
e Gross income from all sources	60,110.				
f Divide line 3d by line 3e	.032507				
g Multiply line 3c by line 3f					
4 Pro rata share of interest expense:					
a Home mortgage interest (use worksheet on page 14 of the instructions)					
b Other interest expense					
5 Losses from foreign sources					
6 Add lines 2, 3g, 4a, 4b, and 5	322.			6	322.
7 Subtract line 6 from line 1a. Enter the result here and on line 15, page 2 ▶				7	1,632.

Part II Foreign Taxes Paid or Accrued

Country	Credit is claimed for taxes (you must check one) (h) [ ] Paid (i) [X] Accrued — (j) Date paid or accrued	Foreign taxes paid or accrued: In foreign currency — Taxes withheld at source on: (k) Dividends	(l) Rents and royalties	(m) Interest	(n) Other foreign taxes paid or accrued	In U.S. dollars — Taxes withheld at source on: (o) Dividends	(p) Rents and royalties	(q) Interest	(r) Other foreign taxes paid or accrued	(s) Total foreign taxes paid or accrued (add cols. (o) through (r))
A									81.	81.
B										
C										
8 Add lines A through C, column (s). Enter the total here and on line 9, page 2 ▶									8	81.

LHA **For Paperwork Reduction Act Notice, see instructions.** Form **1116** (2011)

111501
12-19-11

ALT MIN TAX

Part III Figuring the Credit

9	Enter the amount from line 8. These are your total foreign taxes paid or accrued for the category of income checked above Part I	9	81.	
10	Carryback or carryover (attach detailed computation)	10		
11	Add lines 9 and 10	11	81.	
12	Reduction in foreign taxes	12		
13	Taxes reclassified under high tax kickout	13		
14	Combine lines 11, 12, and 13. This is the total amount of foreign taxes available for credit			14 81.
15	Enter the amount from line 7. This is your taxable income or (loss) from sources outside the United States (before adjustments) for the category of income checked above Part I	15	1,632.	
16	Adjustments to line 15	16	0.	
17	Combine the amounts on lines 15 and 16. This is your net foreign source taxable income. (If the result is zero or less, you have no foreign tax credit for the category of income you checked above Part I. Skip lines 18 through 22. However, if you are filing more than one Form 1116, you must complete line 20.)	17	1,632.	
18	**Individuals:** Enter the amount from Form 1040, line 41, or Form 1040NR, line 39. **Estates and trusts:** Enter your taxable income without the deduction for your exemption	18	44,129.	
	***Caution:** If you figured your tax using the lower rates on qualified dividends or capital gains, see instructions.*			
19	Divide line 17 by line 18. If line 17 is more than line 18, enter "1"			19 .036982
20	**Individuals:** Enter the amount from Form 1040, line 44. If you are a nonresident alien, enter the amount from Form 1040NR, line 42. **Estates and trusts:** Enter the amount from Form 1041, Schedule G, line 1a, or the total of Form 990-T, lines 36 and 37			20 5,975.
	***Caution:** If you are completing line 20 for separate categorye (lump-sum distributions), see instructions.*			
21	Multiply line 20 by line 19 (maximum amount of credit)			21 221.
22	Enter the **smaller** of line 14 or line 21. If this is the only Form 1116 you are filing, skip lines 23 through 27 and enter this amount on line 28. Otherwise, complete the appropriate line in Part IV ▶			22 81.

Part IV Summary of Credits From Separate Parts III

23	Credit for taxes on passive category income	23	81.	
24	Credit for taxes on general category income	24	0.	
25	Credit for taxes on certain income re-sourced by treaty	25	0.	
26	Credit for taxes on lump-sum distributions	26	0.	
27	Add lines 23 through 26			27 81.
28	Enter the **smaller** of line 20 or line 27			28 81.
29	Reduction of credit for international boycott operations			29
30	Subtract line 29 from line 28. This is your **foreign tax credit**. Enter here and on Form 1040, line 47; Form 1040NR, line 45; Form 1041, Schedule G, line 2a; or Form 990-T, line 40a ▶			30 81.

SHIRLEY BERNSTEIN ESTATE 30-6283128

Form 1116 **U.S. and Foreign Source Income Summary**

INCOME TYPE	TOTAL	U.S.	FOREIGN PASSIVE INCOME
Dividends/Distributions	18,335.	18,335.	
Interest	21,088.	21,088.	
Gross Capital Gains	20,638.	20,638.	
Business/Profession			
Rent/Royalty	49.	49.	
State/Local Refunds			
Partnership/S Corporation		-1,954.	1,954.
Trust/Estate			
Other Income			
Gross Income	60,110.	58,156.	1,954.
Less:			
Capital Losses	1,144.	1,144.	
Capital Gains and Qualified Dividends Tax Adjustment			
Total Income - Form 1116	58,966.	57,012.	1,954.
Deductions:			
Business/Profession Expenses			
Rent/Royalty Expenses	12.	12.	
Partnership/S Corporation Losses	12.	-310.	322.
Trust/Estate Losses			
Capital Losses			
Non-capital Losses			
Forfeited Interest			
Other Adjustments			
Total Deductions	24.	-298.	322.
Adjusted Gross Income	58,942.	57,310.	1,632.
Less Itemized Deductions:			
Specifically Allocated			
Home Mortgage Interest			
Other Interest	22.	22.	
Ratably Allocated			
Total Adjustments to Adjusted Gross Income	22.	22.	
Taxable Income Before Exemptions	58,920.	57,288.	1,632.

127741
05-23-11

Form **4797**
Department of the Treasury
Internal Revenue Service (99)

Sales of Business Property
(Also Involuntary Conversions and Recapture Amounts Under Sections 179 and 280F(b)(2))
▶ Attach to your tax return. ▶ See separate instructions.

OMB No. 1545-0184
2011
Attachment Sequence No. 27

Name(s) shown on return | Identifying number

SHIRLEY BERNSTEIN ESTATE | 30-6283128

1 Enter the gross proceeds from sales or exchanges reported to you for 2011 on Form(s) 1099-B or 1099-S (or substitute statement) that you are including on line 2, 10, or 20 1

Part I **Sales or Exchanges of Property Used in a Trade or Business and Involuntary Conversions From Other Than Casualty or Theft-Most Property Held More Than 1 Year** (see instructions)

2 (a) Description of property	(b) Date acquired (mo., day, yr.)	(c) Date sold (mo., day, yr.)	(d) Gross sales price	(e) Depreciation allowed or allowable since acquisition	(f) Cost or other basis, plus improvements and expense of sale	(g) Gain or (loss) Subtract (f) from the sum of (d) and (e)
BERNSTEIN FAMILY INVESTMENTS LLLP						12.

3	Gain, if any, from Form 4684, line 39	3	
4	Section 1231 gain from installment sales from Form 6252, line 26 or 37	4	
5	Section 1231 gain or (loss) from like-kind exchanges from Form 8824	5	
6	Gain, if any, from line 32, from other than casualty or theft	6	
7	Combine lines 2 through 6. Enter the gain or (loss) here and on the appropriate line as follows:	7	12.

Partnerships (except electing large partnerships) and S corporations. Report the gain or (loss) following the instructions for Form 1065, Schedule K, line 10, or Form 1120S, Schedule K, line 9. Skip lines 8, 9, 11, and 12 below.

Individuals, partners, S corporation shareholders, and all others. If line 7 is zero or a loss, enter the amount from line 7 on line 11 below and skip lines 8 and 9. If line 7 is a gain and you did not have any prior year section 1231 losses, or they were recaptured in an earlier year, enter the gain from line 7 as a long-term capital gain on the Schedule D filed with your return and skip lines 8, 9, 11, and 12 below.

8	Nonrecaptured net section 1231 losses from prior years (see instructions)	8	
9	Subtract line 8 from line 7. If zero or less, enter -0-. If line 9 is zero, enter the gain from line 7 on line 12 below. If line 9 is more than zero, enter the amount from line 8 on line 12 below and enter the gain from line 9 as a long-term capital gain on the Schedule D filed with your return (see instructions)	9	

Part II **Ordinary Gains and Losses** (see instructions)

10 Ordinary gains and losses not included on lines 11 through 16 (include property held 1 year or less):

11	Loss, if any, from line 7	11	
12	Gain, if any, from line 7 or amount from line 8, if applicable	12	
13	Gain, if any, from line 31	13	
14	Net gain or (loss) from Form 4684, lines 31 and 38a	14	
15	Ordinary gain from installment sales from Form 6252, line 25 or 36	15	
16	Ordinary gain or (loss) from like-kind exchanges from Form 8824	16	
17	Combine lines 10 through 16	17	
18	For all except individual returns, enter the amount from line 17 on the appropriate line of your return and skip lines a and b below. For individual returns, complete lines a and b below:		
a	If the loss on line 11 includes a loss from Form 4684, line 35, column (b)(ii), enter that part of the loss here. Enter the part of the loss from income-producing property on Schedule A (Form 1040), line 28, and the part of the loss from property used as an employee on Schedule A (Form 1040), line 23. Identify as from "Form 4797, line 18a." See instructions	18a	
b	Redetermine the gain or (loss) on line 17 excluding the loss, if any, on line 18a. Enter here and on Form 1040, line 14	18b	

LHA **For Paperwork Reduction Act Notice, see separate instructions.** Form **4797** (2011)

118011 12-27-11

17470913 144582 4001350.100 2011.04020 SHIRLEY BERNSTEIN ESTATE 40013501

Part III **Gain From Disposition of Property Under Sections 1245, 1250, 1252, 1254, and 1255** (see instructions)

19 (a) Description of section 1245, 1250, 1252, 1254, or 1255 property:	(b) Date acquired (mo., day, yr.)	(c) Date sold (mo., day, yr.)
A		
B		
C		
D		

These columns relate to the properties on lines 19A through 19D. ▶		Property A	Property B	Property C	Property D
20 Gross sales price (**Note:** See line 1 before completing.)	20				
21 Cost or other basis plus expense of sale	21				
22 Depreciation (or depletion) allowed or allowable	22				
23 Adjusted basis. Subtract line 22 from line 21	23				
24 Total gain. Subtract line 23 from line 20	24				
25 **If section 1245 property:**					
a Depreciation allowed or allowable from line 22	25a				
b Enter the **smaller** of line 24 or 25a	25b				
26 **If section 1250 property:** If straight line depreciation was used, enter -0- on line 26g, except for a corporation subject to section 291.					
a Additional depreciation after 1975 (see instructions)	26a				
b Applicable percentage multiplied by the **smaller** of line 24 or line 26a (see instructions)	26b				
c Subtract line 26a from line 24. If residential rental property **or** line 24 is not more than line 26a, skip lines 26d and 26e	26c				
d Additional depreciation after 1969 and before 1976	26d				
e Enter the **smaller** of line 26c or 26d	26e				
f Section 291 amount (corporations only)	26f				
g Add lines 26b, 26e, and 26f	26g				
27 **If section 1252 property:** Skip this section if you did not dispose of farmland or if this form is being completed for a partnership (other than an electing large partnership).					
a Soil, water, and land clearing expenses	27a				
b Line 27a multiplied by applicable percentage	27b				
c Enter the **smaller** of line 24 or 27b	27c				
28 **If section 1254 property:**					
a Intangible drilling and development costs, expenditures for development of mines and other natural deposits, mining exploration costs, and depletion (see instructions)	28a				
b Enter the **smaller** of line 24 or 28a	28b				
29 **If section 1255 property:**					
a Applicable percentage of payments excluded from income under section 126 (see instructions)	29a				
b Enter the **smaller** of line 24 or 29a (see instructions)	29b				

Summary of Part III Gains. Complete property columns A through D through line 29b before going to line 30.

30 Total gains for all properties. Add property columns A through D, line 24	30	
31 Add property columns A through D, lines 25b, 26g, 27c, 28b, and 29b. Enter here and on line 13	31	
32 Subtract line 31 from line 30. Enter the portion from casualty or theft on Form 4684, line 33. Enter the portion from other than casualty or theft on Form 4797, line 6	32	

Part IV **Recapture Amounts Under Sections 179 and 280F(b)(2) When Business Use Drops to 50% or Less** (see instructions)

		(a) Section 179	(b) Section 280F(b)(2)
33 Section 179 expense deduction or depreciation allowable in prior years	33		
34 Recomputed depreciation (see instructions)	34		
35 Recapture amount. Subtract line 34 from line 33. See the instructions for where to report	35		

Form **8582**

Department of the Treasury
Internal Revenue Service (99)

Passive Activity Loss Limitations

▶ See separate instructions.
▶ Attach to Form 1040 or Form 1041.

OMB No. 1545-1008

2011

Attachment Sequence No. **88**

Name(s) shown on return

SHIRLEY BERNSTEIN ESTATE

Identifying number

30-6283128

Part I 2011 Passive Activity Loss

Caution: *Complete Worksheets 1, 2, and 3 before completing Part I.*

Rental Real Estate Activities With Active Participation (For the definition of active participation, see **Special Allowance for Rental Real Estate Activities** in the instructions.)

1a	Activities with net income (enter the amount from Worksheet 1, column (a))	1a		
b	Activities with net loss (enter the amount from Worksheet 1, column (b))	1b		
c	Prior years unallowed losses (enter the amount from Worksheet 1, column (c))	1c		
d	Combine lines 1a, 1b, and 1c		1d	

Commercial Revitalization Deductions From Rental Real Estate Activities

2a	Commercial revitalization deductions from Worksheet 2, column (a)	2a		
b	Prior year unallowed commercial revitalization deductions from Worksheet 2, column (b)	2b		
c	Add lines 2a and 2b		2c	

All Other Passive Activities

3a	Activities with net income (enter the amount from Worksheet 3, column (a))	3a	12.	
b	Activities with net loss (enter the amount from Worksheet 3, column (b))	3b	-2,176.	
c	Prior years unallowed losses (enter the amount from Worksheet 3, column (c))	3c		
d	Combine lines 3a, 3b, and 3c		3d	-2,164.
4	Combine lines 1d, 2c, and 3d. If this line is zero or more, stop here and include this form with your return; all losses are allowed, including any prior year unallowed losses entered on line 1c, 2b, or 3c. Report the losses on the forms and schedules normally used		4	-2,164.

If line 4 is a loss and:
- Line 1d is a loss, go to Part II.
- Line 2c is a loss (and line 1d is zero or more), skip Part II and go to Part III.
- Line 3d is a loss (and lines 1d and 2c are zero or more), skip Parts II and III and go to line 15.

Caution: *If your filing status is married filing separately and you lived with your spouse at any time during the year, do not complete Part II or Part III. Instead, go to line 15.*

Part II Special Allowance for Rental Real Estate Activities With Active Participation

Note: *Enter all numbers in Part II as positive amounts. See instructions for an example.*

5	Enter the **smaller** of the loss on line 1d or the loss on line 4		5	
6	Enter $150,000. If married filing separately, see instructions	6		
7	Enter modified adjusted gross income, but not less than zero (see instructions)	7		
	Note: *If line 7 is greater than or equal to line 6, skip lines 8 and 9, enter -0- on line 10. Otherwise, go to line 8.*			
8	Subtract line 7 from line 6	8		
9	Multiply line 8 by 50% (.5). **Do not** enter more than $25,000. If married filing separately, see instructions		9	
10	Enter the **smaller** of line 5 or line 9		10	

If line 2c is a loss, go to Part III. Otherwise, go to line 15.

Part III Special Allowance for Commercial Revitalization Deductions From Rental Real Estate Activities

Note: *Enter all numbers in Part III as positive amounts. See the example for Part II in the instructions.*

11	Enter $25,000 reduced by the amount, if any, on line 10. If married filing separately, see instructions	11	
12	Enter the loss from line 4	12	
13	Reduce line 12 by the amount on line 10	13	
14	Enter the **smallest** of line 2c (treated as a positive amount), line 11, or line 13	14	

Part IV Total Losses Allowed

15	Add the income, if any, on lines 1a and 3a and enter the total	15	12.
16	**Total losses allowed from all passive activities for 2011.** Add lines 10, 14, and 15. See instructions to find out how to report the losses on your tax return SEE STATEMENT 23	16	12.

Caution: *The worksheets must be filed with your tax return. Keep a copy for your records.*

Worksheet 1 - For Form 8582, Lines 1a, 1b, and 1c (See instructions.)

Name of activity	Current year		Prior years	Overall gain or loss	
	(a) Net income (line 1a)	(b) Net loss (line 1b)	(c) Unallowed loss (line 1c)	(d) Gain	(e) Loss
Total. Enter on Form 8582, lines 1a, 1b, and 1c ▶					

Worksheet 2 - For Form 8582, Lines 2a and 2b (See instructions.)

Name of activity	(a) Current year deductions (line 2a)	(b) Prior year unallowed deductions (line 2b)	(c) Overall loss
Total. Enter on Form 8582, lines 2a and 2b ▶			

Worksheet 3 - For Form 8582, Lines 3a, 3b, and 3c (See instructions.)

Name of activity	Current year		Prior years	Overall gain or loss	
	(a) Net income (line 3a)	(b) Net loss (line 3b)	(c) Unallowed loss (line 3c)	(d) Gain	(e) Loss
	SEE ATTACHED STATEMENT FOR WORKSHEET 3				
Total. Enter on Form 8582, lines 3a, 3b, and 3c ▶	12.	-2,176.			

Worksheet 4 - Use this worksheet if an amount is shown on Form 8582, line 10 or 14 (See instructions.)

Name of activity	Form or schedule and line number to be reported on (see instructions)	(a) Loss	(b) Ratio	(c) Special allowance	(d) Subtract column (c) from column (a)
Total ▶					

Worksheet 5 - Allocation of Unallowed Losses (See instructions.)

Name of activity	Form or schedule and line number to be reported on (see instructions)	(a) Loss	(b) Ratio	(c) Unallowed loss
	SEE ATTACHED	STATEMENT FOR WORKSHEET 5		
Total ▶		2,164.	1.000000000	2,164.

Worksheet 6 - Allowed Losses (See instructions.)

Name of activity	Form or schedule and line number to be reported on (see instructions)	(a) Loss	(b) Unallowed loss	(c) Allowed loss
	SEE ATTACHED STATEMENT FOR WORKSHEET 6			
Total ▶		22.	22.	

Worksheet 7 - Activities With Losses Reported on Two or More Forms or Schedules (See instructions.)

Name of activity:	(a)	(b)	(c) Ratio	(d) Unallowed loss	(e) Allowed loss
Form or schedule and line number to be reported on (see instructions):					
1a Net loss plus prior year unallowed loss from form or schedule ▶					
b Net income from form or schedule ▶					
c Subtract line 1b from line 1a. If zero or less, enter -0- ▶					
Form or schedule and line number to be reported on (see instructions):					
1a Net loss plus prior year unallowed loss from form or schedule ▶					
b Net income from form or schedule ▶					
c Subtract line 1b from line 1a. If zero or less, enter -0- ▶					
Form or schedule and line number to be reported on (see instructions):					
1a Net loss plus prior year unallowed loss from form or schedule ▶					
b Net income from form or schedule ▶					
	SEE ATTACHED STATEMENT FOR WORKSHEET 7				
c Subtract line 1b from line 1a. If zero or less, enter -0- ▶					
	OVERALL				
Total ▶		2,154.	1.0000000	2,142.	12.

ALTERNATIVE MINIMUM TAX

Form **8582**

Department of the Treasury
Internal Revenue Service (99)

Passive Activity Loss Limitations

▶ See separate instructions.
▶ Attach to Form 1040 or Form 1041.

OMB No. 1545-1008

2011

Attachment Sequence No. **88**

Name(s) shown on return

SHIRLEY BERNSTEIN ESTATE

Identifying number

30-6283128

Part I 2011 Passive Activity Loss

Caution: *Complete Worksheets 1, 2, and 3 before completing Part I.*

Rental Real Estate Activities With Active Participation (For the definition of active participation, see **Special Allowance for Rental Real Estate Activities** in the instructions.)

1a	Activities with net income (enter the amount from Worksheet 1, column (a))	1a		
b	Activities with net loss (enter the amount from Worksheet 1, column (b))	1b		
c	Prior years unallowed losses (enter the amount from Worksheet 1, column (c))	1c		
d	Combine lines 1a, 1b, and 1c		1d	

Commercial Revitalization Deductions From Rental Real Estate Activities

2a	Commercial revitalization deductions from Worksheet 2, column (a)	2a		
b	Prior year unallowed commercial revitalization deductions from Worksheet 2, column (b)	2b		
c	Add lines 2a and 2b		2c	

All Other Passive Activities

3a	Activities with net income (enter the amount from Worksheet 3, column (a))	3a	28.	
b	Activities with net loss (enter the amount from Worksheet 3, column (b))	3b	-1,288.	
c	Prior years unallowed losses (enter the amount from Worksheet 3, column (c))	3c		
d	Combine lines 3a, 3b, and 3c		3d	-1,260.
4	Combine lines 1d, 2c, and 3d. If this line is zero or more, stop here and include this form with your return; all losses are allowed, including any prior year unallowed losses entered on line 1c, 2b, or 3c. Report the losses on the forms and schedules normally used		4	-1,260.

If line 4 is a loss and:
- Line 1d is a loss, go to Part II.
- Line 2c is a loss (and line 1d is zero or more), skip Part II and go to Part III.
- Line 3d is a loss (and lines 1d and 2c are zero or more), skip Parts II and III and go to line 15.

Caution: *If your filing status is married filing separately and you lived with your spouse at any time during the year, do not complete Part II or Part III. Instead, go to line 15.*

Part II Special Allowance for Rental Real Estate Activities With Active Participation

Note: *Enter all numbers in Part II as positive amounts. See instructions for an example.*

5	Enter the **smaller** of the loss on line 1d or the loss on line 4		5	
6	Enter $150,000. If married filing separately, see instructions	6		
7	Enter modified adjusted gross income, but not less than zero (see instructions)	7		
	Note: *If line 7 is greater than or equal to line 6, skip lines 8 and 9, enter -0- on line 10. Otherwise, go to line 8.*			
8	Subtract line 7 from line 6	8		
9	Multiply line 8 by 50% (.5). **Do not** enter more than $25,000. If married filing separately, see instructions		9	
10	Enter the **smaller** of line 5 or line 9		10	

If line 2c is a loss, go to Part III. Otherwise, go to line 15.

Part III Special Allowance for Commercial Revitalization Deductions From Rental Real Estate Activities

Note: *Enter all numbers in Part III as positive amounts. See the example for Part II in the instructions.*

11	Enter $25,000 reduced by the amount, if any, on line 10. If married filing separately, see instructions	11	
12	Enter the loss from line 4	12	
13	Reduce line 12 by the amount on line 10	13	
14	Enter the **smallest** of line 2c (treated as a positive amount), line 11, or line 13	14	

Part IV Total Losses Allowed

15	Add the income, if any, on lines 1a and 3a and enter the total	15	28.
16	**Total losses allowed from all passive activities for 2011.** Add lines 10, 14, and 15. See instructions to find out how to report the losses on your tax return SEE STATEMENT 27	16	28.

ALTERNATIVE MINIMUM TAX

Form 8582 (2011) SHIRLEY BERNSTEIN ESTATE 30-6283128 Page 2

Caution: *The worksheets must be filed with your tax return. Keep a copy for your records.*

Worksheet 1 - For Form 8582, Lines 1a, 1b, and 1c (See instructions.)

Name of activity	Current year		Prior years	Overall gain or loss	
	(a) Net income (line 1a)	(b) Net loss (line 1b)	(c) Unallowed loss (line 1c)	(d) Gain	(e) Loss
Total. Enter on Form 8582, lines 1a, 1b, and 1c ▶					

Worksheet 2 - For Form 8582, Lines 2a and 2b (See instructions.)

Name of activity	(a) Current year deductions (line 2a)	(b) Prior year unallowed deductions (line 2b)	(c) Overall loss
Total. Enter on Form 8582, lines 2a and 2b ▶			

Worksheet 3 - For Form 8582, Lines 3a, 3b, and 3c (See instructions.)

Name of activity	Current year		Prior years	Overall gain or loss	
	(a) Net income (line 3a)	(b) Net loss (line 3b)	(c) Unallowed loss (line 3c)	(d) Gain	(e) Loss
	SEE ATTACHED STATEMENT FOR WORKSHEET 3				
Total. Enter on Form 8582, lines 3a, 3b, and 3c ▶	28.	-1,288.			

Worksheet 4 - Use this worksheet if an amount is shown on Form 8582, line 10 or 14 (See instructions.)

Name of activity	Form or schedule and line number to be reported on (see instructions)	(a) Loss	(b) Ratio	(c) Special allowance	(d) Subtract column (c) from column (a)
Total ▶					

Worksheet 5 - Allocation of Unallowed Losses (See instructions.)

Name of activity	Form or schedule and line number to be reported on (see instructions)	(a) Loss	(b) Ratio	(c) Unallowed loss
	SEE ATTACHED	STATEMENT FOR WORKSHEET	5	
Total ▶		1,276.	1.000000000	1,260.

ALTERNATIVE MINIMUM TAX

Worksheet 6 - Allowed Losses (See instructions.)

Name of activity	Form or schedule and line number to be reported on (see instructions)	(a) Loss	(b) Unallowed loss	(c) Allowed loss
Total ▶				

Worksheet 7 - Activities With Losses Reported on Two or More Forms or Schedules (See instructions.)

Name of activity:	(a)	(b)	(c) Ratio	(d) Unallowed loss	(e) Allowed loss
Form or schedule and line number to be reported on (see instructions):					
1a Net loss plus prior year unallowed loss from form or schedule ▶					
b Net income from form or schedule ▶					
c Subtract line 1b from line 1a. If zero or less, enter -0- ▶					
Form or schedule and line number to be reported on (see instructions):					
1a Net loss plus prior year unallowed loss from form or schedule ▶					
b Net income from form or schedule ▶					
c Subtract line 1b from line 1a. If zero or less, enter -0- ▶					
Form or schedule and line number to be reported on (see instructions):					
1a Net loss plus prior year unallowed loss from form or schedule ▶					
b Net income from form or schedule ▶					
c Subtract line 1b from line 1a. If zero or less, enter -0- ▶	SEE ATTACHED STATEMENT FOR WORKSHEET 7				
Total ▶	OVERALL	1,288.	1.0000000	1,260.	28.

Form 8582 (2011)

119763 12-12-11

17470913 144582 4001350.100 2011.04020 SHIRLEY BERNSTEIN ESTATE 40013501

Form **8903**
(Rev. December 2010)
Department of the Treasury
Internal Revenue Service

Domestic Production Activities Deduction

▶ Attach to your tax return. ▶ See separate instructions.

OMB No. 1545-1984

Attachment Sequence No. **143**

Name(s) as shown on return

SHIRLEY BERNSTEIN ESTATE

Identifying number

30-6283128

			(a) Oil-related production activities	(b) All activities
	Note. Do not complete column (a), unless you have oil-related production activities. Enter amounts for all activities in column (b), including oil-related production activities.			
1	Domestic production gross receipts (DPGR)	1	526.	4,410.
2	Allocable cost of goods sold. If you are using the small business simplified overall method, skip lines 2 and 3	2	6.	2,116.
3	Enter deductions and losses allocable to DPGR (see instructions)	3	520.	2,294.
4	If you are using the small business simplified overall method, enter the amount of cost of goods sold and other deductions or losses you ratably apportion to DPGR. All others, skip line 4	4		
5	Add lines 2 through 4	5	526.	4,410.
6	Subtract line 5 from line 1	6		
7	Qualified production activities income from estates, trusts, and certain partnerships and S corporations (see instructions)	7		
8	Add lines 6 and 7. Estates and trusts, go to line 9, all others, skip line 9 and go to line 10	8		
9	Amount allocated to beneficiaries of the estate or trust (see instructions)	9		
10a	**Oil-related qualified production activities income.** Estates and trusts, subtract line 9, column (a), from line 8, column (a), all others, enter amount from line 8, column (a). If zero or less, enter -0- here	10a	0.	
b	**Qualified production activities income.** Estates and trusts, subtract line 9, column (b), from line 8, column (b), all others, enter amount from line 8, column (b). If zero or less, enter -0- here, skip lines 11 through 21, and enter -0- on line 22	10b		0.
11	Income limitation (see instructions): • Individuals, estates, and trusts. Enter your adjusted gross income figured without the domestic production activities deduction • All others. Enter your taxable income figured without the domestic production activities deduction (tax-exempt organizations, see instructions)	11		
12	Enter the smaller of line 10b or line 11. If zero or less, enter -0- here, skip lines 13 through 21, and enter -0- on line 22	12		
13	Enter 9% of line 12	13		
14a	Enter the smaller of line 10a or line 12	14a		
b	Reduction for oil-related qualified production activities income. Multiply line 14a by 3%	14b		
15	Subtract line 14b from line 13	15		
16	Form W-2 wages (see instructions)	16		
17	Form W-2 wages from estates, trusts, and certain partnerships and S corporations (see instructions)	17		
18	Add lines 16 and 17. Estates and trusts, go to line 19, all others, skip line 19 and go to line 20	18		
19	Amount allocated to beneficiaries of the estate or trust (see instructions)	19		
20	Estates and trusts, subtract line 19 from line 18, all others, enter amount from line 18	20		
21	Form W-2 wage limitation. Enter 50% of line 20	21		
22	Enter the smaller of line 15 or line 21	22		0.
23	Domestic production activities deduction from cooperatives. Enter deduction from Form 1099-PATR, box 6	23		
24	Expanded affiliated group allocation (see instructions)	24		
25	**Domestic production activities deduction.** Combine lines 22 through 24 and enter the result here and on Form 1040, line 35; Form 1120, line 25; or the applicable line of your return	25		

LHA **For Paperwork Reduction Act Notice, see separate instructions.** Form **8903** (Rev. 12-2010)

110911
05-01-11

17470913 144582 4001350.100 2011.04020 SHIRLEY BERNSTEIN ESTATE 40013501

Qualified Production Activity Income Schedule

Name
SHIRLEY BERNSTEIN ESTATE

Identifying Number:
30-6283128

Description	Domestic Production Gross Receipts (DPGR)	DPGR Ratio	Directly Allocable Expenses		Apportioned Expenses	Interest Expense Allocation/ Apportionment			Total Qualified Expenses	Qualified Production Activity Income
			Costs of Goods Sold	Other Costs		Allocable Assets	Assets Ratio	Interest Expense		
TOTALS	0.	#######	0.	0.					9,403.	0.
BERNSTEIN FAMILY INVESTMENTS LLLP	520.	.006834	5.	635.	0.				520.	0.
BERNSTEIN FAMILY INVESTMENTS LLLP	3,848.	.050570	2,154.	1,673.	78.				3,905.	-57.
BERNSTEIN HOLDINGS LLC	6.	.000079	7.	0.	0.				6.	0.
BERNSTEIN HOLDINGS LLC	36.	.000473	15.	23.	0.				36.	0.
NON-QUALIFIED ACTIVITIES	71,682.				0.				0.	
TOTAL	76,092.	1	2,181.	2,331.	78.				13,870.	
TOTAL FROM QUALIFIED ACTIVITIES	4,410.	1	2,181.	2,331.	78.				4,410.	0.

SHIRLEY BERNSTEIN ESTATE 30-6283128

FORM 1041 INTEREST INCOME STATEMENT 1

DESCRIPTION	U. S. INTEREST	OTHER TAXABLE INTEREST
BERNSTEIN FAMILY INVESTMENTS LLLP - ORDINARY INTEREST		20,884.
BERNSTEIN HOLDINGS LLC - ORDINARY INTEREST		204.
SUBTOTALS		21,088.
TOTAL TO FORM 1041, LINE 1		21,088.

FORM 1041 DIVIDEND INCOME STATEMENT 2

DESCRIPTION	U.S. INTEREST	QUALIFYING DIVIDENDS	ORDINARY DIVIDENDS
BERNSTEIN FAMILY INVESTMENTS LLLP		13,154.	4,997.
BERNSTEIN HOLDINGS LLC		129.	55.
SUBTOTALS		13,283.	5,052.
TOTAL TO FORM 1041, LINE 2A			18,335.

FORM 1041 TOTAL AMOUNT DUE OR REFUNDED STATEMENT 3

DESCRIPTION	AMOUNT
BALANCE OF TAX DUE	12,741.
LATE PAYMENT INTEREST	161.
LATE PAYMENT PENALTY	319.
TOTAL AMOUNT DUE OR REFUNDED	13,221.

STATEMENT(S) 1, 2, 3

SHIRLEY BERNSTEIN ESTATE 30-6283128

FORM 1041 MISCELLANEOUS DEDUCTIONS SUBJECT TO FLOOR LIMITATION STATEMENT 4

DESCRIPTION	DIRECT AMOUNT	INDIRECT AMOUNT
DIRECT - BERNSTEIN FAMILY INVESTMENTS LLLP	356.	
DIRECT - BERNSTEIN HOLDINGS LLC	4.	
TOTAL MISC. DEDUCTIONS SUBJ TO FLOOR		360.
LESS 2% AGI 58,342. X .02		1,167.
TOTAL TO FORM 1041, LINE 15B		0.

FORM 1041 NONTAXABLE INTEREST STATEMENT 5

DESCRIPTION	PRINCIPAL	INCOME
BERNSTEIN FAMILY INVESTMENTS LLLP - MUNICIPAL INTEREST, WITHIN STATE		8,509.
BERNSTEIN HOLDINGS LLC - MUNICIPAL INTEREST, WITHIN STATE		84.
SUBTOTALS		8,593.
TOTAL NONTAXABLE INTEREST		8,593.

FORM 1041 LATE PAYMENT INTEREST STATEMENT 6

DESCRIPTION	DATE	AMOUNT	BALANCE	RATE	DAYS	INTEREST
TAX DUE	04/15/12	12,741.	12,741.	.0300	153	161.
COMPOUNDED DAILY RATE FOR 0.0300 FOR 153 DAYS				.0126		
DATE FILED	09/15/12		12,902.			
TOTAL LATE PAYMENT INTEREST						161.

STATEMENT(S) 4, 5, 6

SHIRLEY BERNSTEIN ESTATE 30-6283128

FORM 1041 LATE PAYMENT PENALTY STATEMENT 7

DESCRIPTION	DATE	AMOUNT	BALANCE	MONTHS	PENALTY
TAX DUE	04/15/12	12,741.	12,741.	5	319.
DATE FILED	09/15/12				
TOTAL LATE PAYMENT PENALTY					319.

STATEMENT(S) 7

SHIRLEY BERNSTEIN ESTATE 30-6283128

FORM 1041 QUALIFYING DIVIDENDS STATEMENT 8

	BENEFICIARY	FIDUCIARY
1. TOTAL QUALIFYING DIVIDENDS		13,283.
2. PORTION SPECIFICALLY ALLOCATED		
3. QUALIFIED DIVIDENDS SUBTOTAL		13,283.
4. MULTIPLIED BY ORDINARY INCOME PERCENTAGE		1.0000000
5. TOTAL QUALIFIED DIVIDENDS INCLUDING ATTRIBUTABLE ESTATE TAX	0.	13,283.
6. LESS ATTRIBUTABLE ESTATE TAX (FIDUCIARY ONLY)		
TOTAL QUALIFYING DIVIDENDS		13,283.

STATEMENT(S) 8

SHIRLEY BERNSTEIN ESTATE 30-6283128

SCHEDULE I PASSIVE ACTIVITY LOSS STATEMENT 9

NAME OF ACTIVITY	FORM	NET INCOME (LOSS) AMT	NET INCOME (LOSS) REGULAR	ADJUSTMENT
BERNSTEIN FAMILY INVESTMENTS LLLP	FORM 4797	12.	12.	
BERNSTEIN FAMILY INVESTMENTS LLLP	SCH E	-28.	-12.	-16.
BERNSTEIN HOLDINGS LLC	SCH E	16.		16.
TOTAL TO SCHEDULE I, LINE 15				0.

SHIRLEY BERNSTEIN ESTATE 30-6283128

SCHEDULE I ADJUSTED TAX-EXEMPT INTEREST ALTERNATIVE MINIMUM TAX STATEMENT 10

ALLOCATION OF INDIRECT EXPENSES TO AMT TAX-EXEMPT INTEREST

1. TOTAL TAX-EXEMPT INTEREST (EXCLUDING PRIVATE ACTIVITY BONDS)	8,166.
2. GROSS INCOME (INCLUDING PRIVATE ACTIVITY BONDS)	39,887.
3. NET CAPITAL GAINS	
4. TOTAL GROSS INCOME (LINES 1 AND 2)	48,053.
5. ALLOCATION RATIO (LINE 1 / LINE 4)	.169937361
TOTAL INDIRECT SECTION 212 EXPENSES	
RATIO ATTRIBUTABLE TO TAX-EXEMPT	X .169937361
INDIRECT SECTION 212 EXPENSES ALLOCABLE TO TAX-EXEMPT	
ADJUSTED AMT TAX-EXEMPT INTEREST	
TOTAL TAX-EXEMPT	8,593.
LESS: PRIVATE ACTIVITY BONDS	427.
CHARITABLE CONTRIBUTION ATTRIBUTABLE TO TAX-EXEMPT	
EXPENSES DIRECTLY ATTRIBUTABLE TO TAX-EXEMPT	
INDIRECT SEC 212 EXPENSES ATTRIBUTABLE TO TAX-EXEMPT	
TOTAL TO SCHEDULE I, LINE 31	8,166.

SCHEDULE D NET SHORT-TERM GAIN OR LOSS FROM PARTNERSHIPS, S CORPORATIONS, AND FIDUCIARIES STATEMENT 11

DESCRIPTION OF ACTIVITY	GAIN OR LOSS
BERNSTEIN FAMILY INVESTMENTS LLLP	-1,133.
BERNSTEIN HOLDINGS LLC	-11.
TOTAL TO SCHEDULE D, PART I, LINE 3	-1,144.

SCHEDULE D NET LONG-TERM GAIN OR LOSS FROM PARTNERSHIPS, S CORPORATIONS, AND FIDUCIARIES STATEMENT 12

DESCRIPTION OF ACTIVITY	GAIN OR LOSS	28% GAIN
BERNSTEIN FAMILY INVESTMENTS LLLP	20,425.	
BERNSTEIN HOLDINGS LLC	201.	
TOTAL TO SCHEDULE D, PART II, LINE 8	20,626.	

SHIRLEY BERNSTEIN ESTATE 30-6283128

FORM 4952 INVESTMENT INTEREST EXPENSE STATEMENT 13

DESCRIPTION	AMOUNT
BERNSTEIN FAMILY INVESTMENTS LLLP	22.
TOTAL TO FORM 4952, LINE 1	22.

FORM 4952 GROSS INVESTMENT INCOME STATEMENT 14

DESCRIPTION	AMOUNT
INTEREST INCOME	21,088.
DIVIDEND INCOME	18,335.
FROM - BERNSTEIN FAMILY INVESTMENTS LLLP - ROYALTY	36.
FROM - BERNSTEIN HOLDINGS LLC - ROYALTY	1.
TOTAL TO FORM 4952, LINE 4A	39,460.

FORM 4952 NET CAPITAL GAIN FROM THE DISPOSITION OF PROPERTY HELD FOR INVESTMENT STATEMENT 15

DESCRIPTION	AMOUNT
GAIN OR LOSS FROM PASSTHROUGH ACTIVITIES	20,626.
LESS SHORT-TERM CAPITAL LOSS	-1,144.
TOTAL TO FORM 4952, LINE 4E	19,482.

SHIRLEY BERNSTEIN ESTATE 30-6283128

FORM 1116 SUMMARY OF FOREIGN TAXES PAID OR ACCRUED STATEMENT 16

PASSIVE INCOME

DATE PAID	DATE ACCRUED	TAX STATED IN FOREIGN CURRENCY	TAX STATED IN U.S. DOLLARS DIVIDEND	RENT/ROYALTY	INTEREST	OTHER
OTHER COUNTRIES		0.				80.
OTHER COUNTRIES		0.				1.
						81.
TOTAL TO FORM 1116, PART II, LINE 8						81.

FORM 1116 EXPENSES DIRECTLY ALLOCABLE TO FOREIGN INCOME STATEMENT 17

DESCRIPTION	COUNTRY	AMOUNT
BERNSTEIN FAMILY INVESTMENTS LLLP	OTHER COUNTRIES	322.
TOTAL TO FORM 1116, LINE 2		322.

SHIRLEY BERNSTEIN ESTATE 30-6283128

FORM 1116 WORKSHEET FOR LINE 18 (WORLDWIDE CAPITAL GAINS) STATEMENT 18

1.	ENTER THE TAXABLE INCOME BEFORE THE EXEMPTION DEDUCTION			58,920.
2.	ENTER YOUR WORLDWIDE 28% GAINS			
3.	MULTIPLY LINE 2 BY 0.2000			
4.	ENTER YOUR WORLDWIDE 25% GAINS			
5.	MULTIPLY LINE 4 BY 0.2857			
6.	ENTER YOUR WORLDWIDE 15% GAINS	32,777.		
7.	MULTIPLY LINE 6 BY 0.5714		18,729.	
8.	ENTER YOUR WORLDWIDE 0% GAINS			
9.	ADD LINES 3, 5, 7 AND 8			18,729.
10.	SUBTRACT LINE 9 FROM LINE 1. ENTER THE RESULT HERE AND ON FORM 1116, LINE 18			40,191.

SHIRLEY BERNSTEIN ESTATE 30-6283128

FORM 8582 OTHER PASSIVE ACTIVITIES - WORKSHEET 3 STATEMENT 19

NAME OF ACTIVITY	CURRENT YEAR NET INCOME	CURRENT YEAR NET LOSS	PRIOR YEAR UNALLOWED LOSS	OVERALL GAIN OR LOSS GAIN	OVERALL GAIN OR LOSS LOSS
BERNSTEIN FAMILY INVESTMENTS LLLP	12.	-2,154.			-2,142.
BERNSTEIN HOLDINGS LLC	0.	-22.			-22.
TOTALS	12.	-2,176.			-2,164.

FORM 8582 ALLOCATION OF UNALLOWED LOSSES - WORKSHEET 5 STATEMENT 20

NAME OF ACTIVITY	FORM OR SCHEDULE	LOSS	RATIO	UNALLOWED LOSS
BERNSTEIN FAMILY INVESTMENTS LLLP	SCH E	2,142.	.989833641	2,142.
BERNSTEIN HOLDINGS LLC	SCH E	22.	.010166359	22.
TOTALS		2,164.	1.000000000	2,164.

FORM 8582 ALLOWED LOSSES - WORKSHEET 6 STATEMENT 21

NAME OF ACTIVITY	FORM OR SCHEDULE	LOSS	UNALLOWED LOSS	ALLOWED LOSS
BERNSTEIN HOLDINGS LLC	SCH E	22.	22.	
TOTALS		22.	22.	

SHIRLEY BERNSTEIN ESTATE 30-6283128

FORM 8582 ACTIVITIES WITH LOSSES REPORTED ON 2 OR MORE DIFFERENT FORMS OR SCHEDULES - WORKSHEET 7 STATEMENT 22

GROUP NO.	NAME	FORM OR SCHEDULE NET LOSS	FORM OR SCHEDULE NET GAIN	OVERALL LOSS	RATIO	UNALLOWED LOSS	ALLOWED LOSS
1	BERNSTEIN FAMILY INVESTMENTS	0.	12.	0.	.000000000	0.	0.
1	BERNSTEIN FAMILY INVESTMENTS	2,154.	0.	2,154.	1.000000000	2,142.	12.
				2,154.	1.000000000	2,142.	12.

FORM 8582 SUMMARY OF PASSIVE ACTIVITIES STATEMENT 23

RREA	NAME	FORM OR SCHEDULE	GAIN/LOSS	PRIOR YEAR C/O	NET GAIN/LOSS	UNALLOWED LOSS	ALLOWED LOSS
	BERNSTEIN FAMILY INVESTMENTS LLLP	FORM 4797	12.		12.		
	BERNSTEIN FAMILY INVESTMENTS LLLP	SCH E	-2,154.		-2,154.	2,142.	12.
	BERNSTEIN HOLDINGS LLC	SCH E	-22.		-22.	22.	
TOTALS			-2,164.		-2,164.	2,164.	12.

PRIOR YEAR CARRYOVERS ALLOWED DUE TO CURRENT YEAR NET ACTIVITY INCOME

TOTAL TO FORM 8582, LINE 16 12.

SHIRLEY BERNSTEIN ESTATE 30-6283128

FORM 8582 ALTERNATIVE MINIMUM TAX STATEMENT 24
OTHER PASSIVE ACTIVITIES - WORKSHEET 3

NAME OF ACTIVITY	CURRENT YEAR NET INCOME	CURRENT YEAR NET LOSS	PRIOR YEAR UNALLOWED LOSS	OVERALL GAIN OR LOSS GAIN	OVERALL GAIN OR LOSS LOSS
BERNSTEIN FAMILY INVESTMENTS LLLP	12.	-1,288.			-1,276.
BERNSTEIN HOLDINGS LLC	16.	0.		16.	
TOTALS	28.	-1,288.		16.	-1,276.

FORM 8582 ALTERNATIVE MINIMUM TAX STATEMENT 25
ALLOCATION OF UNALLOWED LOSSES - WORKSHEET 5

NAME OF ACTIVITY	FORM OR SCHEDULE	LOSS	RATIO	UNALLOWED LOSS
BERNSTEIN FAMILY INVESTMENTS LLLP	SCH E	1,276.	1.000000000	1,260.
TOTALS		1,276.	1.000000000	1,260.

FORM 8582 ALTERNATIVE MINIMUM TAX STATEMENT 26
ACTIVITIES WITH LOSSES REPORTED ON 2 OR MORE DIFFERENT FORMS OR SCHEDULES - WORKSHEET 7

GROUP NO.	NAME	FORM OR SCHEDULE NET LOSS	FORM OR SCHEDULE NET GAIN	OVERALL LOSS	RATIO	UNALLOWED LOSS	ALLOWED LOSS
1	BERNSTEIN FAMILY INVESTMENTS	0.	12.	0.	.000000000	0.	0.
1	BERNSTEIN FAMILY INVESTMENTS	1,288.	0.	1,288.	1.000000000	1,260.	28.
				1,288.	1.000000000	1,260.	28.

SHIRLEY BERNSTEIN ESTATE 30-6283128

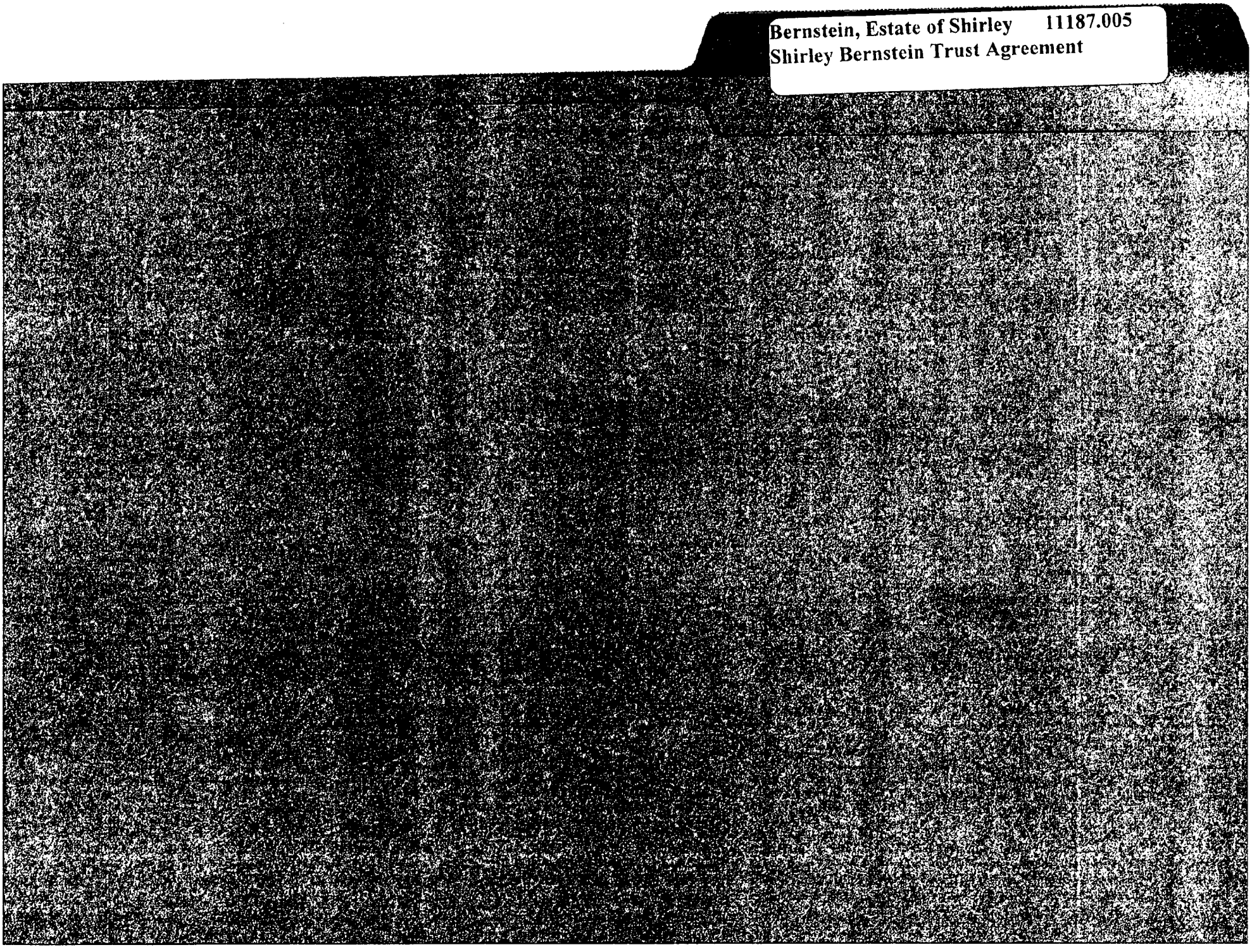
FORM 8582AMT SUMMARY OF PASSIVE ACTIVITIES - AMT STATEMENT 27

R R E A - NAME	FORM OR SCHEDULE	GAIN/LOSS	PRIOR YEAR C/O	NET GAIN/LOSS	UNALLOWED LOSS	ALLOWED LOSS
BERNSTEIN FAMILY INVESTMENTS LLLP	FORM 4797	12.		12.		
BERNSTEIN FAMILY INVESTMENTS LLLP	SCH E	-1,288.		-1,288.	1,260.	28.
BERNSTEIN HOLDINGS LLC	SCH E	16.		16.		
TOTALS		-1,260.		-1,260.	1,260.	28.

PRIOR YEAR CARRYOVERS ALLOWED DUE TO CURRENT YEAR NET ACTIVITY INCOME

TOTAL TO FORM 8582AMT, LINE 16 28.

TS002074


Bernstein, Estate of Shirley 11187.005
Shirley Bernstein Trust Agreement

Bernstein, Estate of Shirley 11187.005
Correspondence

Kimberly Moran

From: Kimberly Moran
Sent: Friday, December 27, 2013 10:44 AM
To: 'tbernstein@lifeinsuranceconcepts.com'
Cc: Robert Spallina; 'Lindsay Giles'
Subject: Shirley Bernstein Trust - IRS notice

DOC122713.pdf
(226 KB)

Hi Ted -

Attached is a copy of the IRS notice regarding the Shirley Bernstein Trust filing as an Estate under Section 645. Robert has advised for you to go ahead and pay the fees.

If you have any questions, please do not hesitate to contact us.

I wish you and your family a very Happy New Year!

Best regards,

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

IRS Department of the Treasury
Internal Revenue Service

OGDEN UT 84201-0038

SHIRLEY BERNSTEIN TR FILING AS AN
ESTATE UNDER SECTION 645
TED BERNSTEIN TTEE
880 BERKELEY ST
BOCA RATON FL 33487-2450

CUT OUT AND RETURN THE VOUCHER AT THE BOTTOM OF THIS PAGE IF YOU ARE MAKING A PAYMENT, EVEN IF YOU ALSO HAVE AN INQUIRY.

7

The IRS address must appear in the window.

0435542599

BODCD-SB

Use for payments

Letter Number: LTR0369C
Letter Date : 2013-11-27
Tax Period : 201212

466235212

SHIRLEY BERNSTEIN TR FILING AS AN
ESTATE UNDER SECTION 645
TED BERNSTEIN TTEE
880 BERKELEY ST
BOCA RATON FL 33487-2450

INTERNAL REVENUE SERVICE

OGDEN UT 84201-0038

466235212 BC SHIR 05 2 201212 670 00000000000

IRS Department of the Treasury
Internal Revenue Service

OGDEN UT 84201-0038

In reply refer to: 0435542599
Nov. 27, 2013 LTR 369C 1
46-6235212 201212 05
00010778
BODC: SB

SHIRLEY BERNSTEIN TR FILING AS AN
ESTATE UNDER SECTION 645
TED BERNSTEIN TTEE
880 BERKELEY ST
BOCA RATON FL 33487-2450

Taxpayer Identification Number: 46-6235212
Tax Period(s): Dec. 31, 2012

Form: 1041

Dear Taxpayer:

In reviewing the account shown above, we find that you didn't pay estimated tax as the law requires. Therefore, we are charging you an estimated tax penalty of $440.34.

In general, at least 90 percent (80 percent prior to 1987) of the income and self-employment tax shown on a return must have been prepaid by either having tax withheld from wages, sick pay, pension or annuity income, or paying estimated tax, or a combination of both. Also, we won't charge a penalty if we receive timely payments equaling 100 percent of the previous year's tax. Estimated tax payments are due in four installments; at least 22 1/2 percent (20 percent before December 31, 1987) of the total tax must be paid by the 15th day of the 4th, 6th, and 9th month of the tax year, and the 1st month of the following tax year. If an installment is underpaid, we charge a penalty on the amount of the underpayment. If an installment is late, we may charge a penalty also. If you don't receive your taxable income evenly throughout the year, it may be to your benefit to figure your required installment using the annualized income installment method.

If you use the annualized income installment method, complete Form 2210. Be sure to check box C, Part II, and complete Schedule AI. We are enclosing Form 2210 for your convenience.

If you do not agree with the assessed penalty, please complete the enclosed Form 2210 and return it to us in the enclosed envelope. We have enclosed a detailed penalty computation for your review.

You should receive a notice in four to six weeks reflecting the current status of your account.

If you have any questions, please call us toll free at 1-800-829-0115.

If you prefer, you may write to us at the address shown at the top of the first page of this letter.

0435542599
Nov. 27, 2013 LTR 369C 1
46-6235212 201212 05
00010779

SHIRLEY BERNSTEIN TR FILING AS AN
ESTATE UNDER SECTION 645
TED BERNSTEIN TTEE
880 BERKELEY ST
BOCA RATON FL 33487-2450

Whenever you write, please include this letter and, in the spaces below, give us your telephone number with the hours we can reach you. Keep a copy of this letter for your records.

Telephone Number ( )_____ Hours_____

We apologize for any inconvenience we may have caused you.

Sincerely yours,

Ginni L. Redfern
Program Manager, AM OPS 1

Enclosure(s):
Copy of this letter
Envelope
Penalty and/or Interest Computation
Form 2210 and Instructions
Publication 505

Form **2210**

Department of the Treasury
Internal Revenue Service

Underpayment of Estimated Tax by Individuals, Estates, and Trusts

▶ See separate instructions.
▶ Attach to Form 1040, 1040A, 1040NR, 1040NR-EZ, or 1041.

OMB No. 1545-0140

2012

Attachment Sequence No. **06**

Name(s) shown on tax return: SHIRLEY BERNSTEIN TR FILING AS AN

Identifying number: **-***5212

Do You Have To File Form 2210?

Complete lines 1 through 7 below. Is line 7 less than $1,000?
- Yes → **Do not file Form 2210.** You do not owe a penalty.
- No → Complete lines 8 and 9 below. Is line 6 equal to or more than line 9?
  - Yes → You do not owe a penalty. **Do not file Form 2210** (but if box **E** below applies, you must file page 1 of Form 2210 below).
  - No → You may owe a penalty. Does any box in Part II below apply?
    - Yes → You **must** file Form 2210. Does box **B, C,** or **D** apply?
      - Yes → You must figure your penalty.
      - No → You are **not** required to figure your penalty because the IRS will figure it and send you a bill for any unpaid amount. If you want to figure it, you may use Part III or Part IV as a worksheet and enter your penalty amount on your tax return, but **file only page 1 of Form 2210.**
    - No → **Do not file Form 2210.** You are not required to figure your penalty because the IRS will figure it and send you a bill for any unpaid amount. If you want to figure it, you may use Part III or Part IV as a worksheet and enter your penalty amount on your tax return (see page 2 of the instructions), but **do not File Form 2210.**

Part I Required Annual Payment

1	Enter your 2012 tax after credits from Form 1040, line 55 (see instructions if not filing Form 1040)		1	38,729
2	Other taxes, including self-employment tax (see page 2 of the instructions)		2	0
3	Refundable credits (see instructions)		3	(0)
4	Current year tax. Combine lines 1, 2, and 3. If less than $1000, **stop;** you do not owe a penalty. **Do not file Form 2210**		4	38,729
5	Multiply line 4 by 90% (.90)	5 34,856		
6	Withholding taxes. **Do not** include estimated tax payments. See page 3 of the instructions		6	0
7	Subtract line 6 from line 4. If less than $1,000, **stop;** you do not owe a penalty. **Do not** file Form 2210		7	38,729
8	Maximum required annual payment based on prior year's tax (see instructions)		8	0
9	**Required annual payment.** Enter the **smaller** of line 5 or line 8		9	34,856

Next: Is line 9 more than line 6?

- ☐ **No.** You **do not** owe a penalty. **Do not** file Form 2210 unless box **E** below applies.
- ☒ **Yes.** You may owe a penalty, but **do not** file Form 2210 unless one or more boxes in Part II below applies.
  - If box **B, C,** or **D** applies, you must figure your penalty and file Form 2210.
  - If box **A** or **E** applies (but not **B, C,** or **D**), file only page 1 of Form 2210. You are **not** required to figure your penalty; the IRS will figure it and send you a bill for any unpaid amount. If you want to figure your penalty, you may use Part III or IV as a worksheet and enter your penalty on your tax return, but **file only page 1 of Form 2210.**

Part II Reasons for Filing. Check applicable boxes. If none apply, **do not** file Form 2210.

- **A** ☐ You request a **waiver** (see instructions) of your entire penalty. You must check this box and file page 1 of Form 2210, but you are not required to figure your penalty.
- **B** ☐ You request a waiver (see instructions) of part of your penalty. You must figure your penalty and waiver amount and file Form 2210.
- **C** ☐ Your income varied during the year and your penalty is reduced or eliminated when figured using the **annualized income installment method.** You must figure the penalty using Schedule AI and file Form 2210.
- **D** ☐ Your penalty is lower when figured by treating the Federal income tax withheld from your wages as paid on the dates it was actually withheld, instead of in equal amounts on the payment due dates. You must figure your penalty and file Form 2210.
- **E** ☐ You filed or are filing a joint return for either 2011 or 2012, but not for both years, and line 8 above is smaller than line 5 above. You must file page 1 of Form 2210, but you are **not** required to figure your penalty (unless box **B, C,** or **D** applies).

Part IV Regular Method (See the instructions if you are filing Form 1040NR or 1040NR-EZ.)

Section A --Figure Your Underpayment		Payment Due Dates (a) 4/15/12	(b) 6/15/12	(c) 9/15/12	(d) 1/15/13
18 **Required installments.** If box C in Part II applies, enter the amounts from Schedule AI, line 25. Otherwise, enter 25% (.25) of line 9, Form 2210, in each column	18	8,714	8,714	8,714	8,714
19 Estimated tax paid and tax withheld (see page 3 of the instructions). For column (a) only, also enter the amount from line 19 on line 23. If line 19 is equal to or more than line 18 for all payment periods, stop here; you do not owe a penalty. **Do not file Form 2210 unless you checked a box in Part II**	19	0	0	0	0
Complete lines 20 through 26 of one column before going to the next column.					
20 Enter the amount, if any, from line 26 in previous column	20		0	0	0
21 Add lines 19 and 20	21		0	0	0
22 Add the amounts on line 24 and 25 in previous column	22		8,714	17,428	26,142
23 Subtract line 22 from line 21. If zero or less, enter -0-. For column (a) only, enter the amount from line 19	23	0	0	0	0
24 If line 23 is zero, subtract line 21 from line 22. Otherwise, enter -0-	24		8,714	17,428	
25 **Underpayment.** If line 18 is equal to or more than line 23, subtract line 23 from line 18. Then go to line 20 of the next column. Otherwise, go to line 26 ▶	25	8,714	8,714	8,714	8,714
26 Overpayment. If line 23 is more than line 18, subtract line 18 from line 23. Then go to line 20 of the next column.	26	0	0	0	

Section B -- Figure the Penalty (Use the Worksheet for form 2210, Part IV, Section B - Figure the Penalty in the instructions.)

27 **Penalty.** Enter the total penalty from line 14 of the Worksheet for Form 2210, Part IV, Section B - Figure the Penalty. Also include this amount on Form 1040, line 77; Form 1040A, line 46; Form 1040NR, line 74; Form 1040NR-EZ, line 26; or Form 1041, line 26. **Do not file Form 2210 unless you checked a box in Part II** ▶	27	

Supplemental Form 2210 Calculations

-*5212 - SHIRLEY BERNSTEIN TR FILING AS AN Tax Period: 2012/12

Part IV Regular Method Section B - Figure the Penalty (Form 2210)

Installment Period 1

Due Date	Amount Due	Payment Amount	Paid Date	Rate	From Date	To Date	Days	Penalty Amount
04/15/2012	8,714.03	8,714.03	04/15/2013	3.00%	04/15/2012	06/30/2012	76	54.28
				3.00%	07/01/2012	09/30/2012	92	65.71
				3.00%	10/01/2012	12/31/2012	92	65.71
				3.00%	01/01/2013	03/31/2013	90	64.46
				3.00%	04/01/2013	04/15/2013	15	10.74

Installment Period 2

Due Date	Amount Due	Payment Amount	Paid Date	Rate	From Date	To Date	Days	Penalty Amount
06/15/2012	8,714.02	8,714.02	04/15/2013	3.00%	06/15/2012	06/30/2012	15	10.71
				3.00%	07/01/2012	09/30/2012	92	65.71
				3.00%	10/01/2012	12/31/2012	92	65.71
				3.00%	01/01/2013	03/31/2013	90	64.46
				3.00%	04/01/2013	04/15/2013	15	10.74

Installment Period 3

Due Date	Amount Due	Payment Amount	Paid Date	Rate	From Date	To Date	Days	Penalty Amount
09/15/2012	8,714.03	8,714.03	04/15/2013	3.00%	09/15/2012	09/30/2012	15	10.71
				3.00%	10/01/2012	12/31/2012	92	65.71
				3.00%	01/01/2013	03/31/2013	90	64.46
				3.00%	04/01/2013	04/15/2013	15	10.74

Installment Period 4

Due Date	Amount Due	Payment Amount	Paid Date	Rate	From Date	To Date	Days	Penalty Amount
01/15/2013	8,714.02	8,714.02	04/15/2013	3.00%	01/15/2013	03/31/2013	75	53.72
				3.00%	04/01/2013	04/15/2013	15	10.74

Total Penalty **694.34**

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IRS Department of the Treasury
Internal Revenue Service

OGDEN UT 84201-0038

In reply refer to: 0435542599
Nov. 27, 2013 LTR 369C 1
46-6235212 201212 05
00010778
BODC: SB

SHIRLEY BERNSTEIN TR FILING AS AN
ESTATE UNDER SECTION 645
TED BERNSTEIN TTEE
880 BERKELEY ST
BOCA RATON FL 33487-2450

Taxpayer Identification Number: 46-6235212
Tax Period(s): Dec. 31, 2012

Form: 1041

Dear Taxpayer:

In reviewing the account shown above, we find that you didn't pay estimated tax as the law requires. Therefore, we are charging you an estimated tax penalty of $440.34.

In general, at least 90 percent (80 percent prior to 1987) of the income and self-employment tax shown on a return must have been prepaid by either having tax withheld from wages, sick pay, pension or annuity income, or paying estimated tax, or a combination of both. Also, we won't charge a penalty if we receive timely payments equaling 100 percent of the previous year's tax. Estimated tax payments are due in four installments; at least 22 1/2 percent (20 percent before December 31, 1987) of the total tax must be paid by the 15th day of the 4th, 6th, and 9th month of the tax year, and the 1st month of the following tax year. If an installment is underpaid, we charge a penalty on the amount of the underpayment. If an installment is late, we may charge a penalty also. If you don't receive your taxable income evenly throughout the year, it may be to your benefit to figure your required installment using the annualized income installment method.

If you use the annualized income installment method, complete Form 2210. Be sure to check box C, Part II, and complete Schedule AI. We are enclosing Form 2210 for your convenience.

If you do not agree with the assessed penalty, please complete the enclosed Form 2210 and return it to us in the enclosed envelope. We have enclosed a detailed penalty computation for your review.

You should receive a notice in four to six weeks reflecting the current status of your account.

If you have any questions, please call us toll free at 1-800-829-0115.

If you prefer, you may write to us at the address shown at the top of the first page of this letter.

0435542599
Nov. 27, 2013 LTR 369C 1 *
46-6235212 201212 05
00010779

SHIRLEY BERNSTEIN TR FILING AS AN
ESTATE UNDER SECTION 645
TED BERNSTEIN TTEE
880 BERKELEY ST
BOCA RATON FL 33487-2450

Whenever you write, please include this letter and, in the spaces below, give us your telephone number with the hours we can reach you. Keep a copy of this letter for your records.

Telephone Number ( )_____ Hours_____

We apologize for any inconvenience we may have caused you.

Sincerely yours,

Ginni L. Redfern
Program Manager, AM OPS 1

Enclosure(s):
Copy of this letter
Envelope
Penalty and/or Interest Computation
Form 2210 and Instructions
Publication 505

LAW OFFICES
TESCHER & SPALLINA, P.A.

BOCA VILLAGE CORPORATE CENTER I
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FLORIDA 33431

TEL: 561-997-7008
FAX: 561-997-7308
TOLL FREE: 888-997-7008
WWW.TESCHERSPALLINA.COM

ATTORNEYS
DONALD R. TESCHER
ROBERT L. SPALLINA
LAUREN A. GALVANI

SUPPORT STAFF
DIANE DUSTIN
KIMBERLY MORAN
SUANN TESCHER

November 7, 2013

VIA U.S. MAIL
Chris Prindle, V.P.
JP Morgan
2 S. Biscayne Blvd.
Floor 22
Miami, FL 33131

Re: Estate of Shirley Bernstein

Dear Chris:

Enclosed is a U.S. Treasury check payable to the Estate of Shirley Bernstein in the amount of $267.39. We are also enclosing a copy of the Successor Letters of Administration which reopened the Estate on October 29, 2013, and a copy of the death certificate of Mrs. Bernstein for your use in opening the estate account.

If you have any questions, please do not hesitate to contact me.

Sincerely,

ROBERT L. SPALLINA

RLS/km

Enclosures

United States Treasury 15-51 000 $ 699,573,637

Check No.

02 26 13 99 SAN FRANCISCO, CA 3158 47513028

3158 47513028 20092900 I05 2BERN OGDEN F-1041 REF

Pay to the order of

SHIRLEY BERNSTEIN ESTATE
TED BERNSTEIN EX
7020 LIONS HEAD LN
BOCA RATON FL 33496-5931

12/11
28

$****267*39

VOID AFTER ONE YEAR

REGIONAL DISBURSING OFFICER

454

043269

3128 2.21 INTEREST 100 DAYS

⑈3158⑈ ⑆000000518⑆ 475130282⑈ 050213

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

In Re: The Estate of Probate Division

SHIRLEY BERNSTEIN, File #: 502011CP000653XXXXSB

Decedent.
_____/

13 OCT 29 AM 9:56

SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CITY BRANCH-FILED

SUCCESSOR
LETTERS OF ADMINISTRATION

TO ALL WHOM IT MAY CONCERN

WHEREAS, Shirley Bernstein, a resident of Palm Beach County, died on December 8, 2010, owning assets in the State of Florida, and

WHEREAS, Ted S. Bernstein, has been appointed as Successor Personal Representative of the estate of the decedent and have performed all acts prerequisite to issuance of Letters of Administration in the estate,

NOW, THEREFORE, I, the undersigned circuit judge, declare Ted S. Bernstein duly qualified under the laws of the State of Florida to act as personal representative of the estate of Shirley Bernstein, deceased, with full power to administer the estate according to law; to ask, demand, sue for, recover and receive the property of the decedent; to pay the debts of the decedent as far as the assets of the estate will permit and the law directs; and to make distribution of the estate according to law.

DONE and ORDERED in West Palm Beach, Palm Beach County, FL, on 10/29, 2013.

_____
Circuit Judge

STATE OF FLORIDA - PALM BEACH COUNTY
I hereby certify that the foregoing is a true copy as recorded in my office and the same is in full force and effect.
THIS 29 DAY OF OCT 2013
SHARON R. BOCK
CLERK & COMPTROLLER
By _____
DEPUTY CLERK

STATE OF FLORIDA

OFFICE of VITAL STATISTICS

CERTIFIED COPY

TYPE IN PERMANENT BLACK INK

LOCAL FILE NO. 6010-12823

FLORIDA CERTIFICATE OF DEATH

VOID IF ALTERED OR ERASED

DEMOGRAPHIC INFORMATION TO BE COMPLETED BY FUNERAL DIRECTOR

1. DECEDENT'S NAME (First, Middle, Last, Suffix): Shirley Bernstein
2. SEX: Female
3. DATE OF BIRTH (Month, Day, Year): June 29, 1939
4a. AGE-Last Birthday (Years): 71
4b. UNDER 1 YEAR: Months / Days
4c. UNDER 1 DAY: Hours / Minutes
5. DATE OF DEATH (Month, Day, Year): December 8, 2010
6. SOCIAL SECURITY NUMBER: 347-30-9749
7. BIRTHPLACE (City and State or Foreign Country): Chicago, Illinois
8. COUNTY OF DEATH: Palm Beach
9. PLACE OF DEATH (Check only one): HOSPITAL: ___ Inpatient X Emergency Room/Outpatient ___ Dead on Arrival; NON-HOSPITAL: ___ Hospice Facility ___ Nursing Home/Long Term Care Facility ___ Decedent's Home ___ Other (Specify)
10. FACILITY NAME (If not institution, give street address): Boca Raton Regional Hospital
11a. CITY, TOWN, OR LOCATION OF DEATH: Boca Raton
11b. INSIDE CITY LIMITS? X Yes ___ No
12. MARITAL STATUS (Specify): X Married ___ Married, but Separated ___ Widowed ___ Divorced ___ Never Married
13. SURVIVING SPOUSE'S NAME (If wife, give maiden name): Simon Bernstein
14a. RESIDENCE - STATE: Florida
14b. COUNTY: Palm Beach
14c. CITY, TOWN, OR LOCATION: Boca Raton
14d. STREET ADDRESS: 7020 Lions Head Lane
14e. APT. NO.:
14f. ZIP CODE: 33496
14g. INSIDE CITY LIMITS? ___ Yes X No
15a. DECEDENT'S USUAL OCCUPATION (Indicate type of work done during most of working life.) Do not use "Retired": Homemaker
15b. KIND OF BUSINESS/INDUSTRY: Own Home
16. DECEDENT'S RACE (Specify the race/races to indicate what decedent considered himself/herself to be. More than one race may be specified.): X White ___ Black or African American ___ American Indian or Alaskan Native (Specify tribe) ___ Asian Indian ___ Chinese ___ Filipino ___ Japanese ___ Korean ___ Vietnamese ___ Other Asian (Specify) ___ Native Hawaiian ___ Guamanian or Chamorro ___ Samoan ___ Other Pacific Isl. (Specify) ___ Other (Specify)
17. DECEDENT OF HISPANIC OR HAITIAN ORIGIN? (Specify if decedent was of Hispanic or Haitian Origin.) ___ Yes (If Yes, specify) X No ___ Mexican ___ Puerto Rican ___ Cuban ___ Central/South American ___ Other Hispanic (Specify) ___ Haitian
18. DECEDENT'S EDUCATION (Specify the decedent's highest degree or level of school completed at time of death.): ___ 8th or less ___ High school but no diploma X High school diploma or GED ___ College but no degree ___ College degree (Specify): ___ Associate ___ Bachelor's ___ Master's ___ Doctorate
19. WAS DECEDENT EVER IN U.S. ARMED FORCES? ___ Yes X No
20. FATHER'S NAME (First, Middle, Last, Suffix): Ennio Thomas
21. MOTHER'S NAME (First, Middle, Maiden Surname): Fae Povitsky
22a. INFORMANT'S NAME: Simon Bernstein
22b. RELATIONSHIP TO DECEDENT: Husband
23a. INFORMANT'S MAILING - STATE: Florida
23b. CITY OR TOWN: Boca Raton
23c. STREET ADDRESS: 7020 Lions Head Lane
23d. ZIP CODE: 33496
24. PLACE OF DISPOSITION (Name of cemetery, crematory, or other place): Gardens Memorial Park
25a. LOCATION - STATE: Florida
25b. LOCATION - CITY OR TOWN: Boca Raton
26a. METHOD OF DISPOSITION: ___ Burial X Entombment ___ Cremation ___ Donation ___ Removal from State ___ Other (Specify)
26b. IF CREMATION, DONATION OR BURIAL AT SEA, WAS MEDICAL EXAMINER APPROVAL GRANTED? ___ Yes ___ No
27a. LICENSE NUMBER (of Licensee): F019844
27b. SIGNATURE OF FUNERAL SERVICE LICENSEE OR PERSON ACTING AS SUCH
28. NAME OF FUNERAL FACILITY: Boca Raton Funeral Home
29a. FACILITY'S MAILING - STATE: Florida
29b. CITY OR TOWN: Boca Raton
29c. STREET ADDRESS: 9050 Kimberly Blvd. #65
29d. ZIP CODE: 33434

MEDICAL CERTIFIER

30. CERTIFIER: X Certifying Physician - To the best of my knowledge, death occurred at the time, date and place, and due to the cause(s) and manner stated. (Check one) ___ Medical Examiner - On the basis of examination, and/or investigation, in my opinion, death occurred at the time, date and place, due to the cause(s) and manner stated.
31a. (Signature and Title of Certifier): ► Kenneth Homer MD
31b. DATE SIGNED (mm/dd/yyyy): 12-16-2010
32. TIME OF DEATH (24 hr.): 1519
33. MEDICAL EXAMINER'S CASE NUMBER:
34a. LICENSE NUMBER (of Certifier): ME0007305
34b. CERTIFIER'S NAME: KENNETH Homer MD
35. NAME OF ATTENDING PHYSICIAN (If other than Certifier):
36a. CERTIFIER'S - STATE: Florida
36b. CITY OR TOWN: Fort Lauderdale
36c. STREET ADDRESS: 5601 N. Dixie Hwy. # 412
36d. ZIP CODE: 33334
37. SUBREGISTRAR - Signature and Date: ►
38a. LOCAL REGISTRAR - Signature: Debra Hobbs
38b. DATE FILED BY REGISTRAR (Mo., Day, Yr.): DEC 17 2010

State of Florida, Department of Health, Vital Statistics

Pearlie Brown
DEC 20 2010

GREAT SEAL OF THE STATE OF FLORIDA IN GOD WE TRUST

WARNING: THIS DOCUMENT IS PRINTED OR PHOTOCOPIED ON SECURITY PAPER WITH A WATERMARK OF THE GREAT SEAL OF THE STATE OF FLORIDA. DO NOT ACCEPT WITHOUT VERIFYING THE PRESENCE OF THE WATERMARK. THE DOCUMENT FACE CONTAINS A MULTI-COLORED BACKGROUND AND GOLD EMBOSSED SEAL. THE BACK CONTAINS SPECIAL LINES WITH TEXT AND SEALS IN THERMOCHROMIC INK.

FLORIDA DEPARTMENT OF HEALTH

DH FORM 1947 (08/04)

37118227

Kimberly Moran

From: Kimberly Moran
Sent: Friday, November 01, 2013 3:12 PM
To: 'tbernstein@lifeinsuranceconcepts.com'
Cc: Robert Spallina
Subject: Invoices

Dear Mr. Bernstein:

Attached are several CBIZ invoices. Robert wanted to follow up with you on these and ask if you have already taken care of them.

We have also attached invoices with regard to your mother's Estate, and Robert has asked that you forward a check in the amount of $835.27 payable to your father's Estate.

If you have any questions, please do not hesitate to contact us.

Hope all is well with you. ☺

Best regards,

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

Tescher & Spallina, P.A.

4855 Technology Way
Suite 720
Boca Raton, FL 33431
561-997-7008

EIN: 26-1543894

July 06, 2012 Invoice # 11187.005

Simon Bernstein
7020 Lions Head Lane
Boca Raton, FL 33496

In Reference To: Our File No. 11187.005
Estate of Shirley Bernstein

Additional charges:

		Amount
5/25/2012	Federal Express	30.58
	Total costs	$30.58
	Previous balance	$804.69
	Balance due	$835.27

Please make all checks payable to *"Tescher & Spallina, P.A."* and indicate your File Number on the check. Do not hesitate to contact us with any questions or difficulties. Thank you for the opportunity to be of service to you.

Tescher & Spallina, P.A.

4855 Technology Way
Suite 720
Boca Raton, FL 33431
561-997-7008

EIN: 26-1543894

May 31, 2012 Invoice # 11187.005

Simon Bernstein
7020 Lions Head Lane
Boca Raton, FL 33496

In Reference To: Our File No. 11187.005
Estate of Shirley Bernstein

Professional services

		Amount
	FOR LEGAL SERVICES RENDERED through May 31, 2012 to date in connection with the administration of the Estate of Shirley Bernstein, including preparation of estate closing documents and forwarding of same to client for signature.	788.00
	For professional services rendered	$788.00
	Additional charges:	
4/5/2012	Federal Express	16.69
	Total costs	$16.69
	Total amount of this bill	$804.69
	Balance due	$804.69

CBIZ MHM, LLC
PO Box 953152
St. Louis, MO 63195-3152
Ph: 561-994-5050 F: 561-241-0071

Shirley Bernstein Family Foundation, Inc.
950 Peninsula Corp Circle, Suite 3010
Boca Raton, FL 33487

Statement Date *4/30/2013*
Client No. *4002630.0*

Date	Description	Charge	Credit	Balance
	Balance Forward			627.31
4/30/2013	Finance Charge	9.14		636.45
		Current Balance	$	636.45

0 - 30	31- 60	61 - 90	91 - 120	Over 120		Balance
9.14	9.14	9.14	0.00	609.03	$	636.45

To ensure proper credit, please reflect invoice number on check, make check payable to: CBIZ MHM LLC (Boca GL) and remit payment to: PO Box 953152, St. Louis, MO 63195-3152.

Payments received are posted through April 30, 2013

CBIZ MHM, LLC
PO Box 953152
St. Louis, MO 63195-3152
Ph: 561-994-5050 F: 561-241-0071

Shirley Bernstein Family Foundation, Inc.
950 Peninsula Corp Circle, Suite 3010
Boca Raton, FL 33487

Statement Date *8/31/2013*
Client No. *4002630.0*

Date	Description	Charge	Credit	Balance
	Balance Forward			663.87
8/31/2013	Finance Charge	9.14		673.01
		Current Balance	$	673.01

0 - 30	31- 60	61 - 90	91 - 120	Over 120		Balance
9.14	9.14	9.14	9.14	636.45	$	673.01

To ensure proper credit, please reflect invoice number on check, make check payable to: CBIZ MHM LLC (Boca GL) and remit payment to: PO Box 953152, St. Louis, MO 63195-3152.

Payments received are posted through August 31, 2013

CBIZ MHM, LLC
PO Box 953152
St. Louis, MO 63195-3152
Ph: 561-994-5050 F: 561-241-0071

Arbitrage International Management LLC
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, FL 33487

Statement Date *4/30/2013*
Client No. *4002147.0*

Date	Description	Charge	Credit	Balance
	Balance Forward			5,174.44
8/12/2010	Debit Memo	791.30		5,965.74
6/6/2011	Debit Memo	138.80		6,104.54
10/31/2011	Debit Memo	10,000.00		16,104.54
4/13/2012	Debit Memo	4,748.73		20,853.27
8/31/2012	Debit Memo	3,000.00		23,853.27
1/24/2013	Payment		5,000.00	18,853.27
3/11/2013	Payment		3,000.00	15,853.27
			Current Balance	$ 15,853.27

0 - 30	31 - 60	61 - 90	91 - 120	Over 120	Balance
0.00	(3,000.00)	0.00	(5,000.00)	23,853.27	$ 15,853.27

To ensure proper credit, please reflect invoice number on check, make check payable to: CBIZ MHM LLC (Boca GL) and remit payment to: PO Box 953152, St. Louis, MO 63195-3152.

Payments received are posted through April 30, 2013

CBIZ MHM, LLC
PO Box 953152
St. Louis, MO 63195-3152
Ph: 561-994-5050 F: 561-241-0071

Ted and Deborah Bernstein Family Foundation, Inc.
950 Peninsula Corp Circle, Ste 3010
Boca Raton, FL 33487

Statement Date *4/30/2013*
Client No. *4002631.0*

Date	Description	Charge	Credit	Balance
	Balance Forward			778.63
4/30/2013	Finance Charge	11.34		789.97

Current Balance $ 789.97

0 - 30	31 - 60	61 - 90	91 - 120	Over 120		Balance
11.34	11.34	11.34	0.00	755.95	$	789.97

To ensure proper credit, please reflect invoice number on check, make check payable to: CBIZ MHM LLC (Boca GL) and remit payment to: PO Box 953152, St. Louis, MO 63195-3152.

Payments received are posted through April 30, 2013

IRS Department of the Treasury
Internal Revenue Service

OGDEN UT 84201-0038

000954.156027.0004.001 1 AT 0.384 536

SHIRLEY BERNSTEIN ESTATE
TED BERNSTEIN EX
7020 LIONS HEAD LN
BOCA RATON FL 33496-5931

000954

CUT OUT AND RETURN THE VOUCHER AT THE BOTTOM OF THIS PAGE IF YOU ARE MAKING A PAYMENT, EVEN IF YOU ALSO HAVE AN INQUIRY.

The IRS address must appear in the window.

0433862931

BODCD-SB

Use for payments

Letter Number: LTR0168C
Letter Date : 2013-02-13
Tax Period : 201112

306283128

SHIRLEY BERNSTEIN ESTATE
TED BERNSTEIN EX
7020 LIONS HEAD LN
BOCA RATON FL 33496-5931

INTERNAL REVENUE SERVICE

OGDEN UT 84201-0038

306283128 WV BERN 05 2 201112 670 00000000000

IRS Department of the Treasury
Internal Revenue Service

OGDEN UT 84201-0038

In reply refer to: 0433862931
Feb. 13, 2013 LTR 168C 0
30-6283128 201112 05
00006876
BODC: SB

SHIRLEY BERNSTEIN ESTATE
TED BERNSTEIN EX
7020 LIONS HEAD LN
BOCA RATON FL 33496-5931

000954

Taxpayer Identification Number: 30-6283128
Tax Period(s): Dec. 31, 2011

Form: 1041

Dear Taxpayer:

Thank you for your inquiry dated Dec. 18, 2012.

We are pleased to inform you that your request to remove the penalty(s) has been granted. However, this action has been taken based solely on the fact this was the first time you were required to file a return. This type of penalty removal is a one-time consideration. The IRS will base decisions on removing any future penalty(s) on any information you provide that meets reasonable cause criteria.

We charge interest on any unpaid tax, regardless of whether you had reasonable cause.

If you have any questions, please call us toll free at 1-800-829-0115.

If you prefer, you may write to us at the address shown at the top of the first page of this letter.

Whenever you write, please include this letter and, in the spaces below, give us your telephone number with the hours we can reach you.

Also, you may want to keep a copy of this letter for your records.

Telephone Number ( )_____ Hours_____

Thank you for your cooperation.

0433862931
Feb. 13, 2013 LTR 168C 0
30-6283128 201112 05
00006877

SHIRLEY BERNSTEIN ESTATE
TED BERNSTEIN EX
7020 LIONS HEAD LN
BOCA RATON FL 33496-5931

Sincerely yours,

Sharon Davies

Sharon Davies
Accounts Management I

Robert Spallina

From: Robert Spallina
Sent: Friday, October 11, 2013 11:22 AM
To: 'Lisa Friedstein'
Cc: Donald Tescher; Pamela Beth Simon; Esq. Mark Manceri; Jill Iantoni; Ted Bernstein
Subject: RE: FW: Bernstein - Waivers

409441343

From: Lisa Friedstein [mailto:lisa.friedstein@gmail.com]
Sent: Friday, October 11, 2013 11:21 AM
To: Robert Spallina
Cc: Donald Tescher; Pamela Beth Simon; Esq. Mark Manceri; Jill Iantoni; Ted Bernstein
Subject: Re: FW: Bernstein - Waivers

Robert please send us the fed ex acct number... Thank you

—

Sent from Mailbox for iPhone

On Fri, Oct 11, 2013 at 10:19 AM, Robert Spallina <rspallina@tescherspallina.com> wrote:

Pursuant to our conversation, attached are the Waivers for your mother's estate which require notarization. Please execute in front of a notary ASAP and send them to our office at the address below. Please contact me with any questions.

Thank you,

Robert L. Spallina, Esq.

TESCHER & SPALLINA, P.A.

4855 Technology Way, Suite 720

Boca Raton, Florida 33431

Telephone: 561-997-7008

Facsimile: 561-997-7308

E-mail: rspallina@tescherspallina.com

If you would like to learn more about TESCHER & SPALLINA, P.A., please visit our website at www.tescherspallina.com

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From: Kimberly Moran
Sent: Friday, October 11, 2013 10:28 AM
To: Robert Spallina
Subject: Bernstein - Waivers

Kimberly Moran, Legal Assistant

Tescher & Spallina, P.A.

4855 Technology Way, Suite 720

Boca Raton, FL 33431

Tel: (561) 997-7008

Fax: (561) 997-7308

<Waiver of Acctg & Consent to Discharge (Jill Iantoni).pdf><Waiver of Acctg & Consent to Discharge (Lisa S. Friedstein).pdf><Waiver of Acctg & Consent to Discharge (Pamela B. Simon).pdf><Waiver of Acctg & Consent to Discharge (Ted S. Bernstein).pdf>

Robert Spallina

From: Myra [mrmlaw1@gmail.com]
Sent: Wednesday, October 02, 2013 3:01 PM
To: Robert Spallina
Subject: Estate of Shirley Bernstein

Mr. Spallina (FYI),

I contacted Sherry of Judge Colin's chambers to verify the time of the evidentiary Hearing scheduled for October 28, 2013 and she stated that the Hearing is now scheduled for 4:00 p.m. Mark is sending out a confirming letter to all interested persons..

Thank you.

Myra

Mark R. Manceri, P.A.
2929 E. Commercial Blvd., Suite 702
Fort Lauderdale, Florida 33308
E-mail: mrmlaw@comcast.net
(954) 491-7099
(954) 771-0545 (fax)

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Robert Spallina

From: Diana Banks [diana@lifeinsuranceconcepts.com]
Sent: Tuesday, July 19, 2011 3:43 PM
To: Robert Spallina
Subject: RE:
Attachments: imageac525c.jpg@74f6b937.fb7f4956; image001.jpg

He wont be in today. I will get with him tomorrow. thanks

Diana Banks - Vice President of Administration

. . . . . .

Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, FL 33487
Tel: 561.988.8984
Toll Free: 866.395.8984
Fax: 561.988.0833
Email: Diana@LifeInsuranceConcepts.com

www.LifeInsuranceConcepts.com

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From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Tuesday, July 19, 2011 12:14 PM
To: Diana Banks
Subject: RE:

Did you talk to Si about this?

From: Diana Banks [mailto:diana@lifeinsuranceconcepts.com]
Sent: Thursday, July 14, 2011 4:27 PM
To: Robert Spallina
Subject:

Per Si's request please see attached.

Diana Banks - Vice President of Administration

. . . . . .

Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, FL 33487
Tel: 561.988.8984
Toll Free: 866.395.8984
Fax: 561.988.0833
Email: Diana@LifeInsuranceConcepts.com

www.LifeInsuranceConcepts.com

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Robert Spallina

From: Diana Banks [diana@lifeinsuranceconcepts.com]
Sent: Thursday, July 14, 2011 4:27 PM
To: Robert Spallina
Subject: RE: Bernstein Tax Information
Attachments: imageadcbd5.jpg@6c1c1d61.b260437d; image001.jpg

Robert, anything I need to be doing here? thanks

Diana Banks - Vice President of Administration

. . . . . .

Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, FL 33487
Tel: 561.988.8984
Toll Free: 866.395.8984
Fax: 561.988.0833
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From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Wednesday, July 13, 2011 4:59 PM
To: Craig, Janet; Diana Banks
Cc: Simon Bernstein; Worth, Hunt; Sigalos, Janet; Vereb, Patricia
Subject: RE: Bernstein Tax Information

Janet – you are correct. My recollection was that it was in the name of their father's trust but we finalized the LLC agreement with the three GC trusts and not their father's trust. I have all the paperwork so you do not need to send anything on that. There are no K-1s and to the extent that they still own the property there is no 1099. I know nothing about the promissory note that you mention so if you could email that paperwork if you receive it I can put it in the file. Thank you

---

From: Craig, Janet [mailto:Janet.Craig@opco.com]
Sent: Wednesday, July 13, 2011 4:37 PM
To: Robert Spallina; Diana Banks
Cc: Simon Bernstein; Worth, Hunt; Sigalos, Janet; Vereb, Patricia
Subject: RE: Bernstein Tax Information

Robert,

According to the records we received, the Trusts fbo Daniel, Joshua and Jake each hold a 1/3 interest in Bernstein Family Realty LLC. Total capital contribution from the three trusts totaled $100.00. We have requested that the trustee/trustee address be changed to us and also requested a value so we can update the market value on the system. The valuation is currently not important as the accounts are leaving, but the new Trustee should have this information. I was only asking IF we needed a K-1 and if not, for confirmation of that fact in writing.

In addition, in the Trust fbo Eric, Stanford listed a Promissory Note $250K @ 1.64% and carried it at $1.00. No other information has been available. Charlene Dykes at Stanford had asked the Houston's receiver's office for a copy but we have received nothing to date. Once again, this is not an issue for us as the account is leaving, but the new Trustee should be notified.

Hunt and I will send the documentation to you for review. If you would like a hard copy, I will need your address. If email is sufficient, please let me know.

Janet Craig, CTFA
Senior Vice President & Compliance Officer
Oppenheimer Trust Company
18 Columbia Turnpike
Florham Park, NJ 07932
Tel: 973-245-4635
Fax: 973-245-4699
Email: Janet.Craig@opco.com

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Wednesday, July 13, 2011 3:33 PM
To: Diana Banks; Craig, Janet
Cc: Simon Bernstein
Subject: RE: Bernstein Tax Information

Diana – the trusts will each need a k-1 from LIC prior to Sep 15 so the returns can be filed timely. I don't know why they are asking about Bernstein Family Realty, LLC. It has nothing to do with the GC trusts.

Janet – I would like all documentation sent to me for review prior to sending to the trustees and beneficiaries. Thank you.

From: Diana Banks [mailto:diana@lifeinsuranceconcepts.com]
Sent: Wednesday, July 13, 2011 3:08 PM
To: Robert Spallina
Subject: FW: Bernstein Tax Information

Robert, please see below. Si would like you to review and advise if what they are asking for is needed. Thank you, Diana

Diana Banks – Vice President of Administration

. . . . . .

Life!

Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, FL 33487

Tel: 561.988.8984
Toll Free: 866.395.8984
Fax: 561.988.0833
Email: Diana@LifeInsuranceConcepts.com

www.LifeInsuranceConcepts.com

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From: Craig, Janet [mailto:Janet.Craig@opco.com]
Sent: Tuesday, July 12, 2011 10:22 AM
To: Diana Banks; Roraff, Victoria
Cc: Worth, Hunt; Sigalos, Janet; Vereb, Patricia
Subject: Bernstein Tax Information

Diana and Vicky,

I have been attempting to collect the final tax information required to file the 2010 Fiduciary tax returns for these 10 accounts. Please send me the tax information for the assets LIC Holdings and Bernstein Family Realty LLC (if there is any). Please let me know, in writing, if there is no tax information available for the Bernstein Family Realty LLC.

In order to close the accounts for Alexandra and Eric, who I believe are of age, I will need a written request from each of them stating their age, their desire to terminate the trust and transfer instructions. The assets in those two trusts will be payable to them outright, so they will need brokerage accounts in their individual names. They will still need to sign off on our standard release documents.

We will be preparing removal and release documents for the remaining eight trust accounts. Please let me know where we should send these documents, once they are prepared. We will also need transfer instructions in the name of each trust at the appropriate time.

Please let me know what information you require to facilitate this process. I will be in contact if we need additional information. Please feel free to forward this email as appropriate.

Janet Craig, CTFA
Senior Vice President & Compliance Officer
Oppenheimer Trust Company
18 Columbia Turnpike
Florham Park, NJ 07932
Tel: 973-245-4635
Fax: 973-245-4699
Email: Janet.Craig@opco.com
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This communication and any attached files may contain information that is confidential or privileged. If this communication has been received in error, please delete or destroy it immediately. Please go to www.opco.com/EmailDisclosures

Robert Spallina

From: Tamar [tspg@hgtrustlaw.com]
Sent: Wednesday, July 20, 2011 4:39 PM
To: Robert Spallina
Subject: RE: Trust of Shirley Bernstein

Dear Robert,

As a follow-up to my email and voicemail message that I left for you this afternoon, please send me a copy of Shirley's Trust and financial information relating to the Trust (as detailed in my email below). A telephone conversation in which your summarize the provisions for Pam Simon is not adequate for us to properly advise Pam in connection with her estate planning matters. We need to review a copy of the Trust instrument and related financial information. As a qualified beneficiary under the Florida statute, Pam is entitled to receive these items.

With best regards, Tamar

Tamar S.P. Genin
Heriaud & Genin, Ltd.
161 North Clark Street
Suite 3200
Chicago, IL 60601
Telephone: 312-616-1806
Fax: 312-616-1808
Email: tspg@hgtrustlaw.com

==========

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From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Wednesday, July 20, 2011 2:51 PM
To: Tamar
Subject: RE: Trust of Shirley Bernstein

Please call me

From: Tamar [mailto:tspg@hgtrustlaw.com]
Sent: Wednesday, July 20, 2011 3:14 PM
To: Robert Spallina
Subject: Trust of Shirley Bernstein

Dear Robert,

As you know, our firm represents Pamela Simon, who is one of the daughters of the late Shirley Bernstein, in connection with her estate planning matters.

This email is a follow up to my June 22nd letter requesting a copy of the Trust of Shirley Bernstein and relevant information about the assets and liabilities of the Trust.

I understand from our associate who spoke with you on Monday that Pam is a remainder beneficiary under Shirley's Trust following her father's death and she is given a limited power of appointment under Shirley's Trust. In order to properly advise our clients about their estate plans, it is our firm's practice to review any trust documents that name our clients as beneficiaries or that grant them any powers of appointment, and to request financial information pertaining to such trusts.

Therefore, in order for us to properly advise Pam regarding her estate planning matters, please send (or email) me a copy of Shirley's Trust and financial information relating to the Trust. At this time we expect that you have information about the assets and liabilities of Shirley's Trust, and perhaps a Trust accounting.

We are making these requests under Section 736.0813 of the Florida Statutes on behalf of Pam, as a qualified beneficiary of Shirley's Trust.

Thank you in advance for your prompt attention and response. I will follow up with any questions I have after reviewing the requested information.

With best regards,
Tamar

Tamar S.P. Genin
Heriaud & Genin, Ltd.
161 North Clark Street
Suite 3200
Chicago, IL 60601
Telephone: 312-616-1806
Fax: 312-616-1808
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==========

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Robert Spallina

From: Craig, Janet [Janet.Craig@opco.com]
Sent: Thursday, July 21, 2011 2:28 PM
To: 'Diana Banks'; Robert Spallina
Cc: Simon Bernstein; Worth, Hunt; Sigalos, Janet; Vereb, Patricia; Roraff, Victoria
Subject: RE: Bernstein Tax Information
Attachments: image001.jpg

We are working on the transfer paperwork for 8 of the 10 accounts. We will send them to Mr. Spallina when they are completed.

I have not received the documentation I requested to close out the other two accounts. I can't begin the process without a written request from the beneficiaries and transfer instructions.

Janet Craig, CTFA
Senior Vice President & Compliance Officer
Oppenheimer Trust Company
18 Columbia Turnpike
Florham Park, NJ 07932
Tel: 973-245-4635
Fax: 973-245-4699
Email: Janet.Craig@opco.com

From: Diana Banks [mailto:diana@lifeinsuranceconcepts.com]
Sent: Thursday, July 21, 2011 12:46 PM
To: Craig, Janet; 'Robert Spallina'
Cc: Simon Bernstein; Worth, Hunt; Sigalos, Janet; Vereb, Patricia
Subject: RE: Bernstein Tax Information

Janet, please advise of status of the Trust transfer. Thank you, Diana

Diana Banks - Vice President of Administration

. . . . . .

Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, FL 33487
Tel: 561.988.8984
Toll Free: 866.395.8984
Fax: 561.988.0833
Email: Diana@LifeInsuranceConcepts.com

www.LifeInsuranceConcepts.com

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From: Craig, Janet [mailto:Janet.Craig@opco.com]
Sent: Wednesday, July 13, 2011 4:37 PM
To: 'Robert Spallina'; Diana Banks
Cc: Simon Bernstein; Worth, Hunt; Sigalos, Janet; Vereb, Patricia
Subject: RE: Bernstein Tax Information

Robert,

According to the records we received, the Trusts fbo Daniel, Joshua and Jake each hold a 1/3 interest in Bernstein Family Realty LLC. Total capital contribution from the three trusts totaled $100.00. We have requested that the trustee/trustee address be changed to us and also requested a value so we can update the market value on the system. The valuation is currently not important as the accounts are leaving, but the new Trustee should have this information. I was only asking IF we needed a K-1 and if not, for confirmation of that fact in writing.

In addition, in the Trust fbo Eric, Stanford listed a Promissory Note $250K @ 1.64% and carried it at $1.00. No other information has been available. Charlene Dykes at Stanford had asked the Houston's receiver's office for a copy but we have received nothing to date. Once again, this is not an issue for us as the account is leaving, but the new Trustee should be notified.

Hunt and I will send the documentation to you for review. If you would like a hard copy, I will need your address. If email is sufficient, please let me know.

Janet Craig, CTFA
Senior Vice President & Compliance Officer
Oppenheimer Trust Company
18 Columbia Turnpike
Florham Park, NJ 07932
Tel: 973-245-4635
Fax: 973-245-4699
Email: Janet.Craig@opco.com

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Wednesday, July 13, 2011 3:33 PM
To: Diana Banks; Craig, Janet
Cc: Simon Bernstein
Subject: RE: Bernstein Tax Information

Diana – the trusts will each need a k-1 from LIC prior to Sep 15 so the returns can be filed timely. I don't know why they are asking about Bernstein Family Realty, LLC. It has nothing to do with the GC trusts.

Janet – I would like all documentation sent to me for review prior to sending to the trustees and beneficiaries. Thank you.

From: Diana Banks [mailto:diana@lifeinsuranceconcepts.com]
Sent: Wednesday, July 13, 2011 3:08 PM
To: Robert Spallina
Subject: FW: Bernstein Tax Information

Robert, please see below. Si would like you to review and advise if what they are asking for is needed. Thank you, Diana

Diana Banks – Vice President of Administration

. . . . . .

Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, FL 33487
Tel: 561.988.8984
Toll Free: 866.395.8984
Fax: 561.988.0833
Email: Diana@LifeInsuranceConcepts.com

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Heriaud & Genin, Ltd.

Attorneys At Law
161 North Clark Street - Suite 3200
Chicago, Illinois 60601
Fax: (312) 616-1808

Tamar S.P. Genin
(312) 616-1806
tspg@hgtrustlaw.com

June 22, 2011

Mr. Robert Spallina
Tescher & Spallina, P.A.
Boca Village
Corporate Center I
4855 Technology Way, Suite 720
Boca Raton, Florida 33431

Re: Administration of Will and Trust of Shirley Bernstein

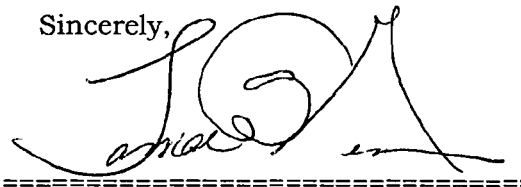
Dear Robert:

Our firm represents Pamela Simon for her estate planning. Pam is one of the daughters of Shirley Bernstein, who passed away in December. We understand your firm is administering Shirley's estate and trust. We are currently preparing an updated schedule of Pam's assets. We would like to factor in a projected value for Pam's remainder interest in her mother's trust and analyze whether Pam should make any revisions to her own estate plan in light of her mother's trust.

Please send a copy of the trust document and any relevant information about the assets and liabilities of the trust to our office. We have included an authorization signed by Pam to send information to us. For your convenience, we have enclosed a preaddressed return envelope.

If you have any questions regarding this matter, please contact me.

Sincerely,



Enclosures
cc: Pamela B. Simon
Nancy Bruggeman

==========

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AUTHORIZATION TO RELEASE INFORMATION
PAMELA B. SIMON

I authorize you to release to my attorneys, Heriaud & Genin, Ltd., 161 North Clark Street, Suite 3200, Chicago, Illinois 60601, any and all information they request on my behalf.

A photocopy of this document shall serve the same purpose as the original.

Dated: 6/15/11, 2011

PAMELA B. SIMON

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On June 15, 2011, PAMELA B. SIMON personally appeared before me and acknowledged that this instrument was executed as such person's free act and deed.

Notary Public

My Commission Expires: 4/30/2012

OFFICIAL SEAL
MARY ANNE COTHERN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:04/30/12

Kimberly Moran

From: Kimberly Moran
Sent: Friday, September 21, 2012 4:28 PM
To: 'Jill Iantoni'; Iantoni, Guy T.
Cc: Robert Spallina
Subject: RE: Estate of Shirley Bernstein

This is to confirm a conference call with Jill and Guy Iantoni on Monday afternoon, 2:00PM EST. We will initiate the call from our offices.

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

From: Jill Iantoni [mailto:jilliantoni@gmail.com]
Sent: Friday, September 21, 2012 4:24 PM
To: Kimberly Moran; Iantoni, Guy T.
Subject: Re: Estate of Shirley Bernstein

Hi Kim,

We are confirming our call for Monday at 1pm Central Time. The number to call is 847.831.4915.

Thanks
Jil

On Fri, Sep 21, 2012 at 12:02 PM, Kimberly Moran <kmoran@tescherspallina.com> wrote:
Est

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

From: Jill Iantoni [mailto:jilliantoni@gmail.com]
Sent: Friday, September 21, 2012 11:57 AM

To: Kimberly Moran
Cc: Iantoni, Guy T.
Subject: Re: Estate of Shirley Bernstein

Est or cst?

Jill Iantoni
Iantoni_jill@ne.bah.com
Recruiting Services
Booz | Allen | Hamilton

On Sep 21, 2012, at 8:41 AM, "Kimberly Moran" <kmoran@tescherspallina.com> wrote:

How about Monday at 2:00PM? We can call you. Please let me know what telephone number to use.

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

From: Jill Iantoni [mailto:jilliantoni@gmail.com]
Sent: Friday, September 21, 2012 9:21 AM
To: Kimberly Moran
Cc: Iantoni, Guy T.
Subject: Re: FW: Estate of Shirley Bernstein

Hi Kim,
I had looked at the document the first time and really did not understand it. After the death of my father and gaining more exposure to this, I do have some questions on the document you are waiting for from me. Therefore, if we can schedule a time to talk with Robert for a few minutes.
thanks
Jill

On Tue, Sep 11, 2012 at 1:36 PM, Kimberly Moran <kmoran@tescherspallina.com> wrote:
Dear Guy and Jill:

It is very important that we receive the original signed Waiver so the Estate can be closed. I am attaching another copy so that you can re-print and sign if you do not have the original. Please mail the signed original to our office as soon as possible.

Thank you.

Regards,

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

From: Kimberly Moran
Sent: Thursday, September 06, 2012 3:06 PM
To: 'Guy Iantoni'
Subject: RE: Estate of Shirley Bernstein

Dear Guy:

I am still waiting for the original signed Waiver for filing with the Court. Please advise when to expect receipt.

Thank you.

Regards,

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

From: Guy Iantoni [mailto:guy@GTILife.net]
Sent: Monday, August 20, 2012 11:22 AM
To: Kimberly Moran
Subject: FW: Estate of Shirley Bernstein

See attached

From: Guy Iantoni
Sent: Sunday, August 12, 2012 11:16 AM
To: Kimberly Moran; Jill Iantoni
Subject: RE: Estate of Shirley Bernstein

Please see the attached.

Jill iantoni

From: Kimberly Moran [mailto:kmoran@tescherspallina.com]
Sent: Friday, August 10, 2012 3:05 PM
To: Jill Iantoni
Cc: Guy Iantoni
Subject: RE: Estate of Shirley Bernstein

Just wanted to follow up on the Waiver. Please let me know when to expect the signed original.

Thank you!

Sincerely,

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

From: Jill Iantoni [mailto:jilliantoni@gmail.com]
Sent: Thursday, August 02, 2012 11:52 AM
To: Kimberly Moran
Cc: guy@gtilife.net
Subject: Re: Estate of Shirley Bernstein

Thanks Kim. ***Guy*** if you can print this form out and bring home. I can complete and we will then put it in the mail, per Kim's request tomorrow/Thursday.

Jill

On Thu, Aug 2, 2012 at 10:45 AM, Kimberly Moran <kmoran@tescherspallina.com>

wrote:
Dear Ms. Iantoni:

As per our discussion, attached is the Waiver. Please sign the Waiver and return the original to our office for filing with the Court. This is part of the closing package, and once these Waivers are filed we will receive an Order of Discharge from the Court discharging your father from his duties as Personal Representative.

If you have any questions, please do not hesitate to contact us.

Sincerely,

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
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Kimberly Moran

From: Kimberly Moran
Sent: Tuesday, September 11, 2012 2:36 PM
To: 'jilliantoni@gmail.com'; 'Guy Iantoni'
Subject: FW: Estate of Shirley Bernstein
Attachments: Waiver of Acctg & Consent to Discharge (Jill Iantoni).pdf

Dear Guy and Jill:

It is very important that we receive the original signed Waiver so the Estate can be closed. I am attaching another copy so that you can re-print and sign if you do not have the original. Please mail the signed original to our office as soon as possible.

Thank you.

Regards,

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Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

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Sent: Thursday, September 06, 2012 3:06 PM
To: 'Guy Iantoni'
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Dear Guy:

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Thank you.

Regards,

Kimberly Moran, Legal Assistant
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See attached

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From: Jill Iantoni [mailto:jilliantoni@gmail.com]
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Cc: guy@gtilife.net
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8/5/2013

Kimberly Moran

From: Kimberly Moran
Sent: Wednesday, August 29, 2012 10:01 AM
To: 'Guy Iantoni'
Subject: RE: Estate of Shirley Bernstein
Attachments: Waiver of Acctg & Consent to Discharge (Jill Iantoni).pdf

Dear Mr. Iantoni:

As per our discussion, my address is listed below. Please mail me the original signed Waiver for filing with the Court. I am attaching a blank Waiver in case you no longer have the original at your disposal.

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8/5/2013

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Fax: (561) 997-7308

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Kimberly Moran

From: Kimberly Moran
Sent: Tuesday, August 21, 2012 12:33 PM
To: 'lisa.friedstein@gmail.com'
Subject: Estate of Shirley Bernstein - Waiver
Attachments: Waiver of Acctg & Consent to Discharge (Lisa S. Friedstein).pdf

Dear Lisa:

As per our discussion, attached is a copy of the Waiver. Please print, sign and return the original to our office.

Thank you so much! If you have any questions, please do not hesitate to contact us.

Sincerely,

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

Kimberly Moran

From: Kimberly Moran
Sent: Monday, August 20, 2012 10:09 AM
To: 'Guy Iantoni'
Subject: RE: Estate of Shirley Bernstein

OK – I do see the attachment. Please forward me the original signed Waiver so that it can be filed in Court.

Thank you!

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

From: Guy Iantoni [mailto:guy@GTILife.net]
Sent: Sunday, August 12, 2012 12:16 PM
To: Kimberly Moran; Jill Iantoni
Subject: RE: Estate of Shirley Bernstein

Please see the attached.

Jill Iantoni

From: Kimberly Moran [mailto:kmoran@tescherspallina.com]
Sent: Friday, August 10, 2012 3:05 PM
To: Jill Iantoni
Cc: Guy Iantoni
Subject: RE: Estate of Shirley Bernstein

Just wanted to follow up on the Waiver. Please let me know when to expect the signed original.

Thank you!

Sincerely,

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

From: Jill Iantoni [mailto:jilliantoni@gmail.com]
Sent: Thursday, August 02, 2012 11:52 AM
To: Kimberly Moran
Cc: guy@gtilife.net
Subject: Re: Estate of Shirley Bernstein

Thanks Kim. ***Guy*** if you can print this form out and bring home. I can complete and we will then put it in the mail, per Kim's request tomorrow/Thursday.

Jill

On Thu, Aug 2, 2012 at 10:45 AM, Kimberly Moran <kmoran@tescherspallina.com> wrote:
Dear Ms. Iantoni:

As per our discussion, attached is the Waiver. Please sign the Waiver and return the original to our office for filing with the Court. This is part of the closing package, and once these Waivers are filed we will receive an Order of Discharge from the Court discharging your father from his duties as Personal Representative.

If you have any questions, please do not hesitate to contact us.

Sincerely,

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

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Kimberly Moran

From: Kimberly Moran
Sent: Thursday, August 09, 2012 9:15 AM
To: 'Pam Simon'
Subject: RE: Estate of Shirley Bernstein

Thank you, but is it possible for you to mail me the original?

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

From: Pam Simon [mailto:psimon@stpcorp.com]
Sent: Wednesday, August 08, 2012 4:00 PM
To: Kimberly Moran
Cc: Robert Spallina
Subject: RE: Estate of Shirley Bernstein

Attached is the signed document as well as a letter signed by me explaining the understanding in which I signed the letter.

Thanks,
Pam Simon

Pam Simon
STP Enterprises, Inc.
"A.L.P.S.™ (A.L.P.S.™ = Arbitrage Life Payment System)
The nation's only client-driven life insurance payment plan"
303 East Wacker Drive, Suite 210
Chicago, IL 60601
Direct: (312) 819-7474, ext. 414
Fax: (312) 819-0773
E-mail: psimon@stpcorp.com
www.stpcorp.com
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From: Kimberly Moran [mailto:kmoran@tescherspallina.com]
Sent: Wednesday, August 01, 2012 1:38 PM
To: Pam Simon
Cc: Robert Spallina
Subject: Estate of Shirley Bernstein

Dear Ms. Simon:

As per our telephone conversation, attached is a clean copy of the Waiver. Please sign and return the original to our office.

If you have any questions, please do not hesitate to contact us.

Sincerely,

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

<hr

8/5/2013

Kimberly Moran

From: Jill Iantoni [jilliantoni@gmail.com]
Sent: Thursday, August 02, 2012 11:52 AM
To: Kimberly Moran
Cc: guy@gtilife.net
Subject: Re: Estate of Shirley Bernstein

Thanks Kim. ***Guy*** if you can print this form out and bring home. I can complete and we will then put it in the mail, per Kim's request tomorrow/Thursday.

Jill

On Thu, Aug 2, 2012 at 10:45 AM, Kimberly Moran <kmoran@tescherspallina.com> wrote:

Dear Ms. Iantoni:

As per our discussion, attached is the Waiver. Please sign the Waiver and return the original to our office for filing with the Court. This is part of the closing package, and once these Waivers are filed we will receive an Order of Discharge from the Court discharging your father from his duties as Personal Representative.

If you have any questions, please do not hesitate to contact us.

Sincerely,

Kimberly Moran, Legal Assistant

Tescher & Spallina, P.A.

4855 Technology Way, Suite 720

Boca Raton, FL 33431

Tel: (561) 997-7008

Fax: (561) 997-7308

8/2/2012

Kimberly Moran

From: Kimberly Moran
Sent: Thursday, August 02, 2012 11:49 AM
To: 'tbernstein@lifeinsuranceconcepts.com'
Subject: Estate of Shirley Bernstein
Attachments: Waiver of Acctg & Consent to Discharge (Ted S. Bernstein).pdf

Dear Mr. Bernstein:

Attached is a Waiver of Accounting and Consent to Discharge for your mother's estate. We are working on closing the estate and this is part of the closing package. Please sign the Waiver and return the original to our office for filing with the Court.

If you have any questions, please do not hesitate to contact us.

Sincerely,

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

8/2/2012

Kimberly Moran

From: Kimberly Moran
Sent: Thursday, August 02, 2012 11:46 AM
To: 'jilliantoni@gmail.com'; 'guy@gtilife.net'
Subject: Estate of Shirley Bernstein
Attachments: Waiver of Acctg & Consent to Discharge (Jill Iantoni).pdf

Dear Ms. Iantoni:

As per our discussion, attached is the Waiver. Please sign the Waiver and return the original to our office for filing with the Court. This is part of the closing package, and once these Waivers are filed we will receive an Order of Discharge from the Court discharging your father from his duties as Personal Representative.

If you have any questions, please do not hesitate to contact us.

Sincerely,

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

8/2/2012

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB

Probate Division

Division

WAIVER OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR DISCHARGE; AND RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE

The undersigned, Jill Iantoni, whose address is 2101 Magnolia Lane, Highland Park, IL 60035, and who has an interest in the above estate as beneficiary of the estate:

(a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;

(b) Waives the filing and service of a final or other accounting by the personal representative;

(c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;

(d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;

(e) Waives the inclusion in the Petition for Discharge of a plan of distribution;

(f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;

(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and

(h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on _____, 2012.

Beneficiary

By: _____
JILL IANTONI

Kimberly Moran

From: Kimberly Moran
Sent: Wednesday, August 01, 2012 2:38 PM
To: 'psimon@stpcorp.com'
Cc: Robert Spallina
Subject: Estate of Shirley Bernstein
Attachments: Waiver of Acctg & Consent to Discharge (Pamela B. Simon).pdf

Dear Ms. Simon:

As per our telephone conversation, attached is a clean copy of the Waiver. Please sign and return the original to our office.

If you have any questions, please do not hesitate to contact us.

Sincerely,

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

8/1/2012

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB

Probate Division

Division

WAIVER OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR DISCHARGE; AND RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE

The undersigned, Pamela B. Simon, whose address is 950 North Michigan Avenue, Suite 2603, Chicago, IL 60606, and who has an interest in the above estate as beneficiary of the estate:

(a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;

(b) Waives the filing and service of a final or other accounting by the personal representative;

(c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;

(d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;

(e) Waives the inclusion in the Petition for Discharge of a plan of distribution;

(f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;

(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and

(h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on _____, 2012.

Beneficiary

By: _____
PAMELA B. SIMON

Kimberly Moran

From: Diana Banks [diana@lifeinsuranceconcepts.com]
Sent: Wednesday, July 18, 2012 3:00 PM
To: Kimberly Moran
Subject: RE: Estate of Shirley Bernstein

Cells for each:

Jill 312.804.2318 – 847 894 8083 - Guy
Pam: 312.933.4267
Lisa 847.877.4633

Ted 213-2322

Diana Banks - Vice President of Administration

. . . . . .

Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, FL 33487
Tel: 561.988.8984
Toll Free: 866.395.8984
Fax: 561.988.0833
Email: Diana@LifeInsuranceConcepts.com

www.LifeInsuranceConcepts.com

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From: Kimberly Moran [mailto:kmoran@tescherspallina.com]
Sent: Wednesday, July 18, 2012 2:54 PM
To: Diana Banks
Subject: RE: Estate of Shirley Bernstein

Hi Diana – I just took the time to look at these numbers… I am trying to reach Jill Iantoni, Pamela Simon and Lisa Friedstein. Can I use the numbers you gave me for Guy, Scooter and Jeffrey to reach them?

Thanks.

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008

7/18/2012

Fax: (561) 997-7308

From: Diana Banks [mailto:diana@lifeinsuranceconcepts.com]
Sent: Wednesday, July 18, 2012 12:01 PM
To: Kimberly Moran
Subject: RE: Estate of Shirley Bernstein

☺ good luck!

Diana Banks - Vice President of Administration

. . . . . .

Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, FL 33487
Tel: 561.988.8984
Toll Free: 866.395.8984
Fax: 561.988.0833
Email: Diana@LifeInsuranceConcepts.com

www.LifeInsuranceConcepts.com

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From: Kimberly Moran [mailto:kmoran@tescherspallina.com]
Sent: Monday, July 16, 2012 10:49 AM
To: Diana Banks
Subject: RE: Estate of Shirley Bernstein

Thank you. I will call. Wish me luck!

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

From: Diana Banks [mailto:diana@lifeinsuranceconcepts.com]
Sent: Monday, July 16, 2012 10:43 AM
To: Kimberly Moran
Subject: RE: Estate of Shirley Bernstein

Jeffrey Friedstein- parent of Max and Carly Friedstein 847.831.1360
Guy Iantoni- parent of Julia Iantoni 847.894.8083
Scooter Simon- parent of Molly Simon 312.819.7474
Alexandra Bernstein 561.245.1393

7/18/2012

Eric Bernstein 561.213.2003
Michael Bernstein 561.445.6577

Diana Banks - Vice President of Administration

. . . . . .

Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, FL 33487
Tel: 561.988.8984
Toll Free: 866.395.8984
Fax: 561.988.0833
Email: Diana@LifeInsuranceConcepts.com

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From: Kimberly Moran [mailto:kmoran@tescherspallina.com]
Sent: Tuesday, July 10, 2012 4:01 PM
To: Diana Banks
Subject: RE: Estate of Shirley Bernstein

Phone numbers would be best.

Thank you.

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

From: Diana Banks [mailto:diana@lifeinsuranceconcepts.com]
Sent: Tuesday, July 10, 2012 3:58 PM
To: Kimberly Moran
Subject: RE: Estate of Shirley Bernstein

I will give you contact information. I have been following up and have not received any responses. Thank you-Diana

Do you want phone numbers or email addresses?

Diana Banks - Vice President of Administration

7/18/2012

Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, FL 33487
Tel: 561.988.8984
Toll Free: 866.395.8984
Fax: 561.988.0833
Email: Diana@LifeInsuranceConcepts.com

www.LifeInsuranceConcepts.com

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From: Kimberly Moran [mailto:kmoran@tescherspallina.com]
Sent: Tuesday, July 10, 2012 3:54 PM
To: Diana Banks
Subject: Estate of Shirley Bernstein

Hi Diana –

I had received the signed paperwork to close the Estate from Si, and had sent Waivers to each of his children for their signatures. I have only received back the signed Waiver from Eliot. Is it possible for you to follow up with them to send the signed Waivers back so we can close the Estate, or can I have contact information for them and I can follow up?

Let me know what works best for you.

Thank you so much.

Sincerely,

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

PAMELA B. SIMON
950 North Michigan Avenue
Apartment 2603
Chicago, Illinois 60611

June 21, 2012

Mr. Robert L. Spallina
Law Offices of Tescher & Spallina, P.A.
Boca Village Corporate Center 1
4855 Technology Way, Suite 720
Boca Raton, Florida 33431

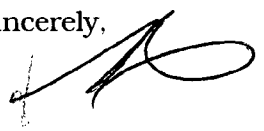
Dear Mr. Spallina:

As you requested enclosed is my signed Waiver of Accounting and Portions of Petition for Discharge; Waiver of Service of Petition for Discharge; and Receipt of Beneficiary and Consent to Discharge (the "Waiver"). Please note that I have signed the enclosed Waiver based on, and in reliance on, the statement made to me and my siblings during the joint telephone conference that we had with you and my father on May 10, 2012, that upon my father's death, whatever is left of my parents' assets will be divided equally between my parents' 10 grandchildren.

In addition, as you know, my husband, David Simon, called to your attention certain erroneous statements that you included in the Waiver, including reference to the fact that I have an interest in the Estate of Shirley Bernstein as a beneficiary, that I have received complete distribution of my share and that I have actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers and other agents. In response, you sent an email to my husband on June 4, 2012, which stated that I am not entitled to anything under my mother's probate estate and my father is not taking a personal representative fee and your fee and the accountant's fee are reasonable. You did not, however, include the amount of your fee and the accountant's fee as required under the Waiver.

Although I do not feel comfortable signing the Waiver with erroneous statements included in it, as you instructed, I have signed the Waiver with the erroneous statements.

Sincerely,



Eliot Ivan Bernstein

From:	Eliot Ivan Bernstein [iviewit@iviewit.tv]
Sent:	Thursday, May 17, 2012 8:17 AM
To:	Robert L. Spallina, Esq. ~ Attorney at Law @ Tescher & Spallina, P.A. (atrspallina@tescherspallina.com)
Cc:	'Simon Bernstein'; 'Caroline Prochotska Rogers, Esquire (caroline@cprogers.com)'; Michele M. Mulrooney ~ Partner @ Venable LLP (mmulrooney@Venable.com); 'Andy Dietz'; 'Donna Dietz'
Subject:	Estate of Shirley Bernstein
Attachments:	Eliot I Bernstein.vcf; 20120515 Estate Simon Shirley Bernstein Doc.pdf

PRIVATE & CONFIDENTIAL

May 17, 2012

Robert L. Spallina, Esq.
Tescher & Spallina, P.A.
Boca Village Corporate Center I
4855 Technology Way
Suite 720
Boca Raton, FL 33431

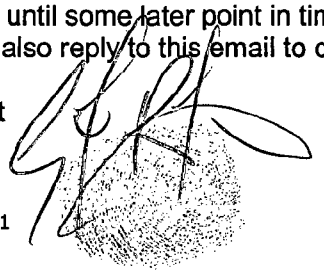
Hi Robert ~ attached is the Waiver of Accounting and Portions of Petition For Discharge; Waiver of Service of Petition for Discharge; and Receipt of Beneficiary and Consent to Discharge. As I mentioned in the phone call, I have not seen any of the underlying estate documents or my mother's will at this point, yet I sign this document after our family call so that my father can be released of his duties as Personal Representative and put whatever matters that were causing him stress to rest. For my trustees I would like the following individuals in the following order to be trustees:

1. Caroline Prochatska Rogers, Esq.
   3500 North Lake Shore Drive
   17th Floor
   Chicago, IL 60657
   (773) 804-9400 ext 19
   caroline@cprogers.com

2. Michele M. Mulrooney, Esq.
   mmulrooney@Venable.com
   (will get new address shortly)

3. Andrew & Donna Dietz
   2002 Circle Drive
   Hermosa Beach, California 90254
   (310) 410-0936 ext1271
   andyd@rockitcargo.com

Please send copies of all estate documents to Caroline and Michele and if my dad would like them to keep the information private and confidential, including from me, until some later point in time, you can arrange that with them directly with my approval granted herein. Please also reply to this email to confirm receipt, a hard copy of my signed document will be sent via mail.
Thank you for your efforts on behalf of my family ~ Eliot



Eliot I. Bernstein
Inventor
Iviewit Holdings, Inc. – DL
Iviewit Holdings, Inc. – DL (yes, two identically named)
Iviewit Holdings, Inc. – FL
Iviewit Technologies, Inc. – DL
Uviewit Holdings, Inc. - DL
Uview.com, Inc. – DL
Iviewit.com, Inc. – FL
Iviewit.com, Inc. – DL
I.C., Inc. – FL
Iviewit.com LLC – DL
Iviewit LLC – DL
Iviewit Corporation – FL
Iviewit, Inc. – FL
Iviewit, Inc. – DL
Iviewit Corporation
2753 N.W. 34th St.
Boca Raton, Florida 33434-3459
(561) 245.8588 (o)
(561) 886.7628 (c)
(561) 245-8644 (f)
iviewit@iviewit.tv
http://www.iviewit.tv
http://iviewit.tv/inventor/index.htm
http://iviewit.tv/wordpress
http://www.facebook.com/#!/iviewit
http://www.myspace.com/iviewit
http://iviewit.tv/wordpresseliot
http://www.youtube.com/user/eliotbernstein?feature=mhum
http://www.TheDivineConstitution.com

Also, check out

Eliot's Testimony at the NY Senate Judiciary Committee Hearings Part 1
http://www.youtube.com/watch?v=8Cw0gogF4Fs&feature=player_embedded

and Part 2 @ my favorite part
http://www.youtube.com/watch?v=Apc_Zc_YNIk&feature=related

and
Christine Anderson New York Supreme Court Attorney Ethics Expert Whistleblower Testimony, FOX IN THE HENHOUSE and LAW WHOLLY VIOLATED TOP DOWN EXPOSING JUST HOW WALL STREET / GREED STREET / FRAUD STREET MELTED DOWN AND WHY NO PROSECUTIONS OR RECOVERY OF STOLEN FUNDS HAS BEEN MADE. Anderson in US Fed Court Fingers, US Attorneys, DA's, ADA's, the New York Attorney General and "Favored Lawyers and Law Firms" @
http://www.youtube.com/watch?v=6BlK73p4Ueo

and finally latest blog
http://iviewit.tv/wordpress/?p=594

Eliot Part 1 - The Iviewit Inventions @
http://www.youtube.com/watch?v=LOn4hwemqW0

Eliot for President in 2012 Campaign Speech 1 with No Top Teeth, Don't Laugh, Very Important
http://www.youtube.com/watch?v=DuIHQDcwQfM

Eliot for President in 2012 Campaign Speech 2 with No Top OR Bottom Teeth, Don't Laugh, Very Important
http://www.youtube.com/watch?v=jbOP3U1q6mM

Eliot for President in 2012 Campaign Speech 3 Very Important
https://www.facebook.com/iviewit?ref=tn_tnmn#!/note.php?note_id=319280841435989

Other Websites I like:

http://www.deniedpatent.com
http://exposecorruptcourts.blogspot.com
http://www.judgewatch.org/index.html
http://www.enddiscriminationnow.com
http://www.corruptcourts.org
http://www.makeourofficialsaccountable.com
http://www.parentadvocates.org
http://www.newyorkcourtcorruption.blogspot.com
http://cuomotarp.blogspot.com
http://www.disbarthefloridabar.com
http://www.trusteefraud.com/trusteefraud-blog
http://www.constitutionalguardian.com
http://www.americans4legalreform.com
http://www.judicialaccountability.org
www.electpollack.us
http://www.ruthmpollackesq.com
www.HireLyrics.org
www.Facebook.com/Roxanne.Grinage
www.Twitter.com/HireLyrics
www.YouTube.com/HireLyrics
www.YouTube.com/WhatIsThereLeftToDo
www.YouTube.com/RoxanneGrinage
www.BlogTalkRadio.com/Born-To-Serve
www.ireport.cnn.com/people/HireLyrics
http://www.VoteForGreg.us Greg Fischer
http://www.liberty-candidates.org/greg-fischer/
http://www.facebook.com/pages/Vote-For-Greg/111952178833067
http://www.killallthelawyers.ws/law (The Shakespearean Solution, The Butcher)

--
"We the people are the rightful master of both congress and the courts - not to overthrow the Constitution, but to overthrow the men who pervert the Constitution." - Abraham Lincoln

"Each time a person stands up for an ideal, or acts to improve the lot of others, or strikes out against injustice, he sends forth a tiny ripple of hope, and crossing each other from a million different centers of energy and daring, these ripples build a current that can sweep down the mightiest walls of oppression and resistance." - Robert F. Kennedy

"Is life so dear or peace so sweet as to be purchased at the price of chains and slavery? Forbid it, Almighty God! I know not what course others may take, but as for me, give me liberty, or give me death!" - Patrick Henry

I live by the saying,

ELLEN G. WHITE
The greatest want of the world is the want of men, --men who will not be bought or sold; men who in their inmost souls are true and honest, men who do not fear to call sin by its right name; men whose conscience is as true to duty as the needle to the pole, men who will stand for the right though the heavens fall. -Education, p. 57(1903)

If you are one of these people, nice to know your friend ~ Eliot

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LAW OFFICES
TESCHER & SPALLINA, P.A.

BOCA VILLAGE CORPORATE CENTER I
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FLORIDA 33431

TEL: 561-997-7008
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DONALD R. TESCHER
ROBERT L. SPALLINA
LAUREN A. GALVANI

SUPPORT STAFF
DIANE DUSTIN
KIMBERLY MORAN
SUANN TESCHER

May 10, 2012

psimon@STPcorp.com

VIA U.S. MAIL
Ms. Pamela Simon
950 North Michigan Avenue, Suite 2603
Chicago, IL 60606

Re: Estate of Shirley Bernstein

Dear Ms. Simon:

Enclosed for your signature is a Waiver of Accounting and Portions of Petition For Discharge; Waiver of Service of Petition for Discharge; and Receipt of Beneficiary and Consent to Discharge. It is necessary for each of the beneficiaries of your mother's Estate to sign this Waiver so that the Estate can be closed and your father can be released of his duties as Personal Representative. Please sign the Waiver and return it to our office in the enclosed, self-addressed envelope.

If you have any questions, please do not hesitate to contact us.

Sincerely,

ROBERT L. SPALLINA

RLS/km

Enclosure

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB

Probate Division

Division

WAIVER OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR DISCHARGE; AND RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE

The undersigned, Pamela B. Simon, whose address is 950 North Michigan Avenue, Suite 2603, Chicago, IL 60606, and who has an interest in the above estate as beneficiary of the estate:

(a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;

(b) Waives the filing and service of a final or other accounting by the personal representative;

(c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;

(d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;

(e) Waives the inclusion in the Petition for Discharge of a plan of distribution;

(f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;

(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and

(h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on _____, 2012.

Beneficiary

By: _____
PAMELA B. SIMON

LAW OFFICES
TESCHER & SPALLINA, P.A.

BOCA VILLAGE CORPORATE CENTER I
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FLORIDA 33431

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DONALD R. TESCHER
ROBERT L. SPALLINA
LAUREN A. GALVANI

SUPPORT STAFF
DIANE DUSTIN
KIMBERLY MORAN
SUANN TESCHER

May 10, 2012

VIA U.S. MAIL
Mr. Ted Bernstein
880 Berkeley Street
Boca Raton, FL 33487

Re: Estate of Shirley Bernstein

Dear Mr. Bernstein:

Enclosed for your signature is a Waiver of Accounting and Portions of Petition For Discharge; Waiver of Service of Petition for Discharge; and Receipt of Beneficiary and Consent to Discharge. It is necessary for each of the beneficiaries of your mother's Estate to sign this Waiver so that the Estate can be closed and your father can be released of his duties as Personal Representative. Please sign the Waiver and return it to our office in the enclosed, self-addressed envelope.

If you have any questions, please do not hesitate to contact us.

Sincerely,

ROBERT L. SPALLINA

RLS/km

Enclosure

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB

Probate Division

Division

WAIVER OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR DISCHARGE; AND RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE

The undersigned, Ted S. Bernstein, whose address is 880 Berkeley Street, Boca Raton, Florida 33487, and who has an interest in the above estate as beneficiary of the estate:

(a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;

(b) Waives the filing and service of a final or other accounting by the personal representative;

(c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;

(d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;

(e) Waives the inclusion in the Petition for Discharge of a plan of distribution;

(f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;

(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and

(h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on _____, 2012.

Beneficiary

By: _____
TED BERNSTEIN

LAW OFFICES
TESCHER & SPALLINA, P.A.

BOCA VILLAGE CORPORATE CENTER I
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FLORIDA 33431

TEL: 561-997-7008
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ATTORNEYS
DONALD R. TESCHER
ROBERT L. SPALLINA
LAUREN A. GALVANI

SUPPORT STAFF
DIANE DUSTIN
KIMBERLY MORAN
SUANN TESCHER

May 10, 2012

VIA U.S. MAIL
Ms. Lisa S. Friedstein
2142 Churchill Lane
Highland Park, IL 60035

Re: Estate of Shirley Bernstein

Dear Ms. Friedstein:

Enclosed for your signature is a Waiver of Accounting and Portions of Petition For Discharge; Waiver of Service of Petition for Discharge; and Receipt of Beneficiary and Consent to Discharge. It is necessary for each of the beneficiaries of your mother's Estate to sign this Waiver so that the Estate can be closed and your father can be released of his duties as Personal Representative. Please sign the Waiver and return it to our office in the enclosed, self-addressed envelope.

If you have any questions, please do not hesitate to contact us.

Sincerely,

ROBERT L. SPALLINA

RLS/km

Enclosure

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB

Probate Division

Division

WAIVER OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR DISCHARGE; AND RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE

The undersigned, Lisa S. Friedstein, whose address is 2142 Churchill Lane, Highland Park, IL 60035, and who has an interest in the above estate as beneficiary of the estate:

(a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;

(b) Waives the filing and service of a final or other accounting by the personal representative;

(c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;

(d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;

(e) Waives the inclusion in the Petition for Discharge of a plan of distribution;

(f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;

(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and

(h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on _____, 2012.

Beneficiary

By: _____
LISA S. FRIEDSTEIN

LAW OFFICES
TESCHER & SPALLINA, P.A.

BOCA VILLAGE CORPORATE CENTER I
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FLORIDA 33431

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ATTORNEYS
DONALD R. TESCHER
ROBERT L. SPALLINA
LAUREN A. GALVANI

SUPPORT STAFF
DIANE DUSTIN
KIMBERLY MORAN
SUANN TESCHER

May 10, 2012

VIA U.S. MAIL
Ms. Jill Iantoni
2101 Magnolia Lane
Highland Park, IL 60035

Re: Estate of Shirley Bernstein

Dear Ms. Iantoni:

Enclosed for your signature is a Waiver of Accounting and Portions of Petition For Discharge; Waiver of Service of Petition for Discharge; and Receipt of Beneficiary and Consent to Discharge. It is necessary for each of the beneficiaries of your mother's Estate to sign this Waiver so that the Estate can be closed and your father can be released of his duties as Personal Representative. Please sign the Waiver and return it to our office in the enclosed, self-addressed envelope.

If you have any questions, please do not hesitate to contact us.

Sincerely,

ROBERT L. SPALLINA

RLS/km

Enclosure

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB

Probate Division

Division

WAIVER OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR DISCHARGE; AND RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE

The undersigned, Jill Iantoni, whose address is 2101 Magnolia Lane, Highland Park, IL 60035, and who has an interest in the above estate as beneficiary of the estate:

(a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;

(b) Waives the filing and service of a final or other accounting by the personal representative;

(c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;

(d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;

(e) Waives the inclusion in the Petition for Discharge of a plan of distribution;

(f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;

(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and

(h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on _____, 2012.

Beneficiary

By: _____
JILL IANTONI

LAW OFFICES
TESCHER & SPALLINA, P.A.

BOCA VILLAGE CORPORATE CENTER 1
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FLORIDA 33431

ATTORNEYS
DONALD R. TESCHER
ROBERT L. SPALLINA
LAUREN A. GALVANI

TEL: 561-997-7008
FAX: 561-997-7308
TOLL FREE: 888-997-7008
WWW.TESCHERSPALLINA.COM

SUPPORT STAFF
DIANE DUSTIN
KIMBERLY MORAN
SUANN TESCHER

May 10, 2012

VIA U.S. MAIL
Mr. Eliot Bernstein
2753 NW 34th Street
Boca Raton, FL 33434

Re: Estate of Shirley Bernstein

Dear Mr. Bernstein:

Enclosed for your signature is a Waiver of Accounting and Portions of Petition For Discharge; Waiver of Service of Petition for Discharge; and Receipt of Beneficiary and Consent to Discharge. It is necessary for each of the beneficiaries of your mother's Estate to sign this Waiver so that the Estate can be closed and your father can be released of his duties as Personal Representative. Please sign the Waiver and return it to our office in the enclosed, self-addressed envelope.

If you have any questions, please do not hesitate to contact us.

Sincerely,

ROBERT L. SPALLINA

RLS/km

Enclosure

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB
Probate Division
Division

WAIVER OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR DISCHARGE; AND RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE

The undersigned, Eliot Bernstein, whose address is 2753 NW 34th Street, Boca Raton, FL 33434, and who has an interest in the above estate as beneficiary of the estate:

(a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;

(b) Waives the filing and service of a final or other accounting by the personal representative;

(c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;

(d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;

(e) Waives the inclusion in the Petition for Discharge of a plan of distribution;

(f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;

(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and

(h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on _____, 2012.

Beneficiary

By: _____
ELIOT BERNSTEIN

LAW OFFICES
TESCHER & SPALLINA, P.A.

BOCA VILLAGE CORPORATE CENTER I
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FLORIDA 33431

ATTORNEYS
DONALD R. TESCHER
ROBERT L. SPALLINA
LAUREN A. GALVANI

TEL: 561-997-7008
FAX: 561-997-7308
TOLL FREE: 888-997-7008
WWW.TESCHERSPALLINA.COM

SUPPORT STAFF
DIANE DUSTIN
KIMBERLY MORAN
SUANN TESCHER

April 4, 2012

VIA FEDERAL EXPRESS
Simon Bernstein
7020 Lions Head Lane
Boca Raton, FL 33496

Re: Estate of Shirley Bernstein

Dear Mr. Bernstein:

Enclosed for your signature are the following documents:

1. Probate Checklist
2. Statement Regarding Creditors
3. Affidavit of No Florida Estate Tax Due (**notary required**)
4. Waivers of Accounting and Portions of Petition for Discharge; Waiver of Service of Petition for Discharge; and Receipt of Beneficiary and Consent to Discharge (one for you and each of your children)
5. Petition for Discharge

Please call me to discuss.

Sincerely,

ROBERT L. SPALLINA

RLS/km
Enclosures

FedEx

Shipment Receipt

Outbound Shipment
Address Information

Ship to:	**Ship from:**
Mr. Simon Berstein	Kimberly Moran
TESCHER & SPALLINA	TESCHER & SPALLINA
7020 LIONS HEAD LN	4855 Technology Way
	Suite 720
BOCA RATON, FL	BOCA RATON, FL
33496-5931	33431
US	US
5614779991	5619977008

Shipping Information
Tracking number: 798248469035
Date Created: 04/04/2012
Estimated shipping charges: 14.69

Package Information
Service type: Standard Overnight
Package type: FedEx Envelope
Number of packages: 1
Total weight: 1.00LBS
Declared value: 0.00 USD
Special Services: Process a return shipment,Residential Delivery
Pickup/Drop-off: Use an already scheduled pickup at my location

Billing Information
Bill transportation to: Tescher & Spallina-343

Your reference: Bernstein/11187.005
P.O. no.:
Invoice no.:
Department no.:

Return Shipment
Address Information

Ship to:	**Ship from:**
Kimberly Moran	Mr. Simon Berstein
TESCHER & SPALLINA	Life Insurance Concepts
4855 Technology Way	7020 LIONS HEAD LN
Suite 720	
BOCA RATON, FL	BOCA RATON, FL
33431	33496-5931
US	US
5619977008	5614779991

Shipping Information
Tracking number: 798248469002

Estimated shipping charges:

Package Information
Return label type: Print
Service type: Standard Overnight
Package type: FedEx Envelope
Number of packages: 1
RMA no.:
Total weight: 1LBS

Declared value: 0.00USD

Special Services:
Pickup/Drop-off: Use an already scheduled pickup at my location

Billing Information
Bill transportation to: Tescher & Spallina-343
Your reference: Bernstein 11187.005
P.O. no.:
Invoice no.:
Department no.:

Thank you for shipping online with Fedex ShipManager at fedex.com.

Please Note

FedEx will not be responsible for any claim in excess of $100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of $100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is $500, e.g., jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits. Consult the applicable FedEx Service Guide for details.
The estimated shipping charge may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable FedEx Service Guide or the FedEx Rate Sheets for details on how shipping charges are calculated.

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

PROBATE DIVISION

FILE NO.: 502011000653CPXXXXSB

DIVISION:

STATEMENT REGARDING CREDITORS

The undersigned, SIMON BERNSTEIN, as personal representative of the estate of Shirley Bernstein, deceased, alleges:

1. A Notice to Creditors in the estate of the decedent has been published as required by law, with the first publication occurring on March 18, 2011.

2. Diligent search has been made to ascertain the names and location or mailing addresses of all creditors of the decedent and of all other persons having claims or demands against the estate.

3. The names and, if known, the addresses of all creditors and other persons ascertained to have claims or demands against the estate and who have not filed a timely claim, or who have not had their claim included in a Personal Representative's Proof of Claim filed in this proceeding, are:

None

4. A copy of the Notice of Administration was served on each of the persons named on the attached schedule (if any) within three months after the first publication of the Notice of Administration, except as otherwise indicated on that schedule.

Under penalties of perjury, I declare that I have read the foregoing, and the facts alleged are true, to the best of my knowledge and belief.

Signed on _____, 2012.

Attorney for Personal Representative:

ROBERT L. SPALLINA, ESQUIRE
Florida Bar No. 0497381
4855 Technology Way, Ste. 720
Boca Raton, FL 33431
561-997-7008

Personal Representative:

Simon Bernstein

Bar Form No. P-3.0831
© Florida Lawyers Support Services, Inc.
Reviewed October 1, 1998

FLORIDA
DEPARTMENT OF REVENUE

Affidavit of No Florida Estate Tax Due

(for decedents dying on or after January 1, 2000)

DR-312
N. 01/00

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL
IN RE: Estate of File No. 502011000653XXXSB
Shirley Bernstein, Deceased. Probate Division

(this space available for case style of estate probate proceeding)

(for official use only)

STATE OF FLORIDA
COUNTY OF PALM BEACH

I, the undersigned, SIMON BERNSTEIN (print name of personal representative), do hereby state:

1. I am the Personal Representative as defined in s. 198.01 or s. 731.201, Florida Statutes (F.S.), as the case may be, of the Estate of SHIRLEY BERNSTEIN (print name of decedent).
2. The decedent referenced above, whose Social Security Number is 347-30-9749, died on 12/08/2010 (date of death) and was domiciled, as defined in s. 198.015, F.S., at the time of death in the state of Florida.

   On date of death, the decedent was (check one): ☒ a U.S. citizen ☐ not a U.S. citizen
3. A federal estate tax return (federal Form 706 or 706-NA) is not required to be filed for the Estate.
4. The Estate does not owe Florida estate tax pursuant to Chapter 198, F.S.
5. I acknowledge personal liability for distribution in whole or in part of any of the Estate by having obtained release of such property from the lien of the Florida estate tax.

Under penalties of perjury, I declare that I have read this Affidavit and that the facts stated are true.

Executed this _____ day of _____, 20 12 .

Signature: _____

Print Name: SIMON BERNSTEIN

Mailing Address: 7020 Lions Head Lane, Boca Raton, FL, 33496 Telephone: _____

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by _____
on this _____ day of _____, 20_____.

Personally known _____
Or Produced Identification _____
Type of Identification Produced _____

Signature of Notary: _____

(Print, Type, or Stamp Name of Notary)

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB

Probate Division

Division

WAIVER OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR DISCHARGE; AND RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE

The undersigned, Simon L. Bernstein, whose address is 7020 Lions Head Lane, Boca Raton, Florida 33496, and who has an interest in the above estate as beneficiary of the estate:

(a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;

(b) Waives the filing and service of a final or other accounting by the personal representative;

(c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;

(d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;

(e) Waives the inclusion in the Petition for Discharge of a plan of distribution;

(f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;

(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and

(h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on _____, 2012.

Beneficiary

By: _____
SIMON L. BERNSTEIN

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB

Probate Division

Division

WAIVER OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR DISCHARGE; AND RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE

The undersigned, Ted S. Bernstein, whose address is 880 Berkeley Street, Boca Raton, Florida 33487, and who has an interest in the above estate as beneficiary of the estate:

(a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;

(b) Waives the filing and service of a final or other accounting by the personal representative;

(c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;

(d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;

(e) Waives the inclusion in the Petition for Discharge of a plan of distribution;

(f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;

(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and

(h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on _____, 2012.

Beneficiary

By: _____
TED BERNSTEIN

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB

Probate Division

Division

WAIVER OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR DISCHARGE; AND RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE

The undersigned, Pamela B. Simon, whose address is 950 North Michigan Avenue, Suite 2603, Chicago, IL 60606, and who has an interest in the above estate as beneficiary of the estate:

(a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;

(b) Waives the filing and service of a final or other accounting by the personal representative;

(c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;

(d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;

(e) Waives the inclusion in the Petition for Discharge of a plan of distribution;

(f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;

(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and

(h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on _____, 2012.

Beneficiary

By: _____
PAMELA B. SIMON

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB

Probate Division

Division

WAIVER OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR DISCHARGE; AND RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE

The undersigned, Eliot Bernstein, whose address is 2753 NW 34th Street, Boca Raton, FL 33434, and who has an interest in the above estate as beneficiary of the estate:

(a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;

(b) Waives the filing and service of a final or other accounting by the personal representative;

(c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;

(d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;

(e) Waives the inclusion in the Petition for Discharge of a plan of distribution;

(f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;

(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and

(h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on _____, 2012.

Beneficiary

By: _____
ELIOT BERNSTEIN

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB

Probate Division

Division

WAIVER OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR DISCHARGE; AND RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE

The undersigned, Jill Iantoni, whose address is 2101 Magnolia Lane, Highland Park, IL 60035, and who has an interest in the above estate as beneficiary of the estate:

(a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;

(b) Waives the filing and service of a final or other accounting by the personal representative;

(c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;

(d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;

(e) Waives the inclusion in the Petition for Discharge of a plan of distribution;

(f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;

(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and

(h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on _____, 2012.

Beneficiary

By: _____
JILL IANTONI

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB

Probate Division

Division

WAIVER OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR DISCHARGE; AND RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE

The undersigned, Lisa S. Friedstein, whose address is 2142 Churchill Lane, Highland Park, IL 60035, and who has an interest in the above estate as beneficiary of the estate:

(a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;

(b) Waives the filing and service of a final or other accounting by the personal representative;

(c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;

(d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;

(e) Waives the inclusion in the Petition for Discharge of a plan of distribution;

(f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;

(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and

(h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on _____, 2012.

Beneficiary

By: _____
LISA S. FRIEDSTEIN

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF
SHIRLEY BERNSTEIN,
Deceased.

File No. 502011000653XXXX SB
Probate Division

PETITION FOR DISCHARGE
(full waiver)

Petitioner, SIMON BERNSTEIN, as personal representative of the above estate, alleges:

1. The decedent, Shirley Bernstein, a resident of Palm Beach County, died on December 8, 2010, and Letters of Administration were issued to petitioner on February 10, 2011.

2. Petitioner has fully administered this estate by making payment, settlement, or other disposition of all claims and debts that were presented, and by paying or making provision for the payment of all taxes and expenses of administration.

3. Petitioner has filed all required estate tax returns with the Internal Revenue Service and with the Department of Revenue of the State of Florida, and has obtained and filed, or file herewith, evidence of the satisfaction of this estate's obligations for both federal and Florida estate taxes, if any.

4. The only persons, other than petitioner, having an interest in this proceeding, and their respective addresses are:

NAME	ADDRESS	RELATIONSHIP	BIRTH DATE (if Minor)
Simon L. Bernstein	7020 Lions Head Lane Boca Raton, FL 33496	spouse	adult
Ted S. Bernstein	880 Berkeley Street Boca Raton, FL 33487	son	adult

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Pamela B. Simon	950 North Michigan Avenue Suite 2603 Chicago, IL 60606	daughter	adult
Eliot Bernstein	2753 NW 34th Street Boca Raton, FL 33434	son	adult
Jill Iantoni	2101 Magnolia Lane Highland Park, IL 60035	daughter	adult
Lisa S. Friedstein	2142 Churchill Lane Highland Park, IL 60035	daughter	adult

5. Petitioner, pursuant to Section 731.302 of the Florida Probate Code, and as permitted by Fla. Prob. R. 5.400(f), files herewith waivers and receipts signed by all interested persons:

(a) acknowledging that they are aware of the right to have a final accounting;

(b) waiving the filing and service of a final accounting;

(c) waiving the inclusion in this petition of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers or other agents employed by the personal representative and the manner of determining that compensation;

(d) acknowledging that they have actual knowledge of the amount and manner of determining compensation of the personal representative, attorneys, accountants, appraisers, or other agents, and agreeing to the amount and manner of determining such compensation, and waiving any objections to the payment of such compensation;

(e) waiving the inclusion in this petition of a plan of distribution;

(f) waiving service of this petition and all notice thereof;

(g) acknowledging receipt of complete distribution of the share of the estate to which they are entitled; and

(h) consenting to the entry of an order discharging petitioner, as personal representative, without notice, hearing or waiting period and without further accounting.

Petitioner requests that an order be entered discharging petitioner as personal representative of this estate and releasing the surety on any bond which petitioner may have posted in this proceeding from any liability on it.

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Under penalties of perjury, I declare that I have read the foregoing, and the facts alleged are true, to the best of my knowledge and belief.

Signed on _____, 2012.

Personal Representative

_____

SIMON L. BERNSTEIN

Respectfully Submitted,
TESCHER & SPALLINA, P.A.

By:_____
ROBERT L. SPALLINA, ESQUIRE
Florida Bar No. 497381
4855 Technology Way, St. 720
Boca Raton, FL 33431
561-997-7008

N:\WPDATA\estates\Bernstein, Shirley\Pleadings\Closing Pleadings\Discharge Pet.wpd

Kimberly Moran

From: Robert Spallina
Sent: Monday, April 04, 2011 10:07 AM
To: Kimberly Moran
Subject: FW: Si Bernstein
Attachments: Rimer.pdf

From: Diana Banks [mailto:diana@lifeinsuranceconcepts.com]
Sent: Friday, April 01, 2011 10:11 AM
To: Robert Spallina
Subject: Si Bernstein

Hi Robert, please see attached and let me know what we should do. This is a bill for Si's son Eliot, the paperwork says Shirley is financially responsible for the bills. Should we offer them a settlement or have them take it up w/ Shirley's estate?

Diana Banks - Vice President of Administration

. . . . . .

Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, FL 33487
Tel: 561.988.8984
Toll Free: 866.395.8984
Fax: 561.988.0833
Email: Diana@LifeInsuranceConcepts.com

www.LifeInsuranceConcepts.com

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Stephen Rimer, bds, pa
DIPLOMATE AMERICAN BOARD OF ORAL & MAXILLOFACIAL SURGERY

March 28, 2011

Dear Simon Bernstein,

As requested, please find the enclosed documents that provide the information showing you as the financial obligator. Please find the check copies from the bank showing continual payment from your account, for your son Eliot Bernstein's oral surgery treatment.

Thank you for your cooperation in this matter.

Once again, our address is 825 Meadows Road Suite 121 Boca Raton, Fl 33486 to remit payment of the remaining balance of $24,078.00.

Sincerely,

Dr. Stephen Rimer

SR/ka

CORRECTIVE JAW SURGERY AND IMPLANTOLOGY ORTHOGNATHICS • PREPROSTHETICS • ORAL PATHOLOGY • DENTOALVEOLAR
Belle Terre, Suite 121 • 825 Meadows Road • Boca Raton, Florida 33486-2354 • (561) 368-3170 • Fax (561) 338-6231

PATIENT INFORMATION

NAME: MR./MRS./MS./DR. FIRST: Eliot LAST: Bernstein

DATE OF BIRTH: 9/30/63 AGE: 44 SS #: 361 62 2566

ADDRESS: 2753 N.W. 34th St

CITY: Boca Raton STATE: FL ZIP: 33434

HOME PHONE: (561) 245-8588 BUSINESS PHONE: (530) 526-5751

OCCUPATION: Inventor EMPLOYER: Invent Technologies

NAME OF PARENT/ SPOUSE: Candice Bernstein

EMERGENCY CONTACT: Shirley Bernstein

RELATIONSHIP: Mother PHONE NUMBER: 561-477-9991

PERSON RESPONSIBLE FOR ACCOUNT: Shirley Bernstein

YOUR GENERAL DENTIST: Seecharan

REFERRED TO DR. RIMER BY: Seecharan / Norm Feuerschuel

"IN YOUR OWN WORDS" WHY ARE YOU HERE TO SEE DR. RIMER? Fix teeth

---

DR. RIMER <u>DOES NOT PARTICIPATE</u> ON ANY INSURANCE PLANS, THEREFORE, PAYMENT IS DUE IN FULL WHEN SERVICES ARE RENDERED. WE WILL PROVIDE A PAID RECEIPT FOR YOU TO SUBMIT TO YOUR INSURANCE COMPANY. WE CANNOT ACCEPT RESPONSIBILTY FOR COLLECTING OR NEGOTIATING DISPUTED CLAIMS. INSURANCE REIMBURSEMENT IS A CONTRACT BETWEEN YOU AND YOUR INSURANCE COMPANY. IF LEGAL ACTION IS NECESSARY TO SETTLE THIS ACCOUNT, YOU WILL BE RESPONSIBLE FOR ALL COURT COSTS AND THE ATTORNEY'S FEES FOR COLLECTION. THANK YOU FOR YOUR COOPERATION.

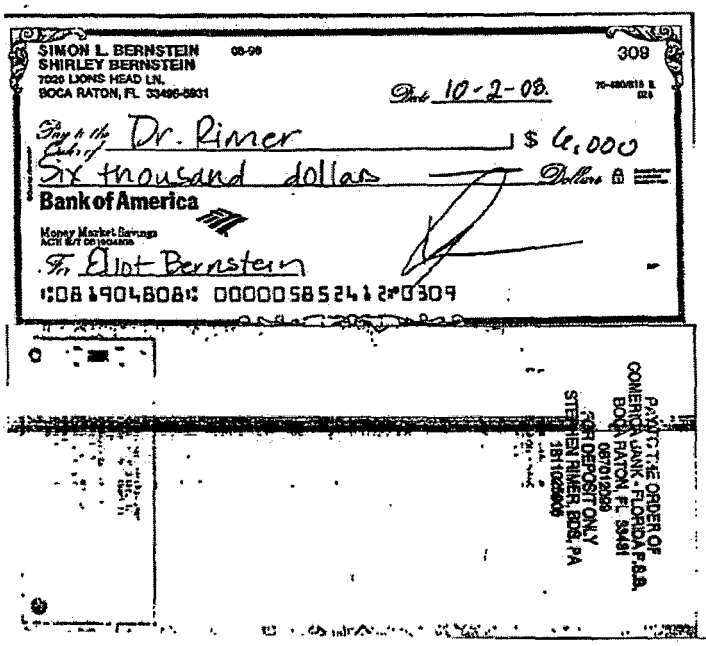
A DEPOSIT WILL BE REQUIRED IN ORDER TO SCHEDULE ANY TYPE OF SURGICAL SERVICES.

SIGNATURE OF RESPONSIBLE PARTY _____ DATE: 8/24/08

I AM WILLING TO GIVE CONSENT FOR SHOWING OF MY PHOTOS FOR EDUCATIONAL PURPOSES. SIGNATURE _____

K. CIVIN
Notary Public - State of Florida
My Comm. Expires Dec 22, 2014
Commission # EE 30041
Bonded Through National Notary Assn.

copies
Cora L Larkin to: Michelle D Folgate 03/25/2011 02:12 PM



SIMON L. BERNSTEIN 08-98
SHIRLEY BERNSTEIN
7020 LIONS HEAD LN.
BOCA RATON, FL 33496-5931

309

Date 10-2-08.

Pay to the Order of Dr. Rimer $ 6,000

Six thousand dollars Dollars

Bank of America

Money Market Savings
ACTI 8/7 DB 1904808

For Elliot Bernstein

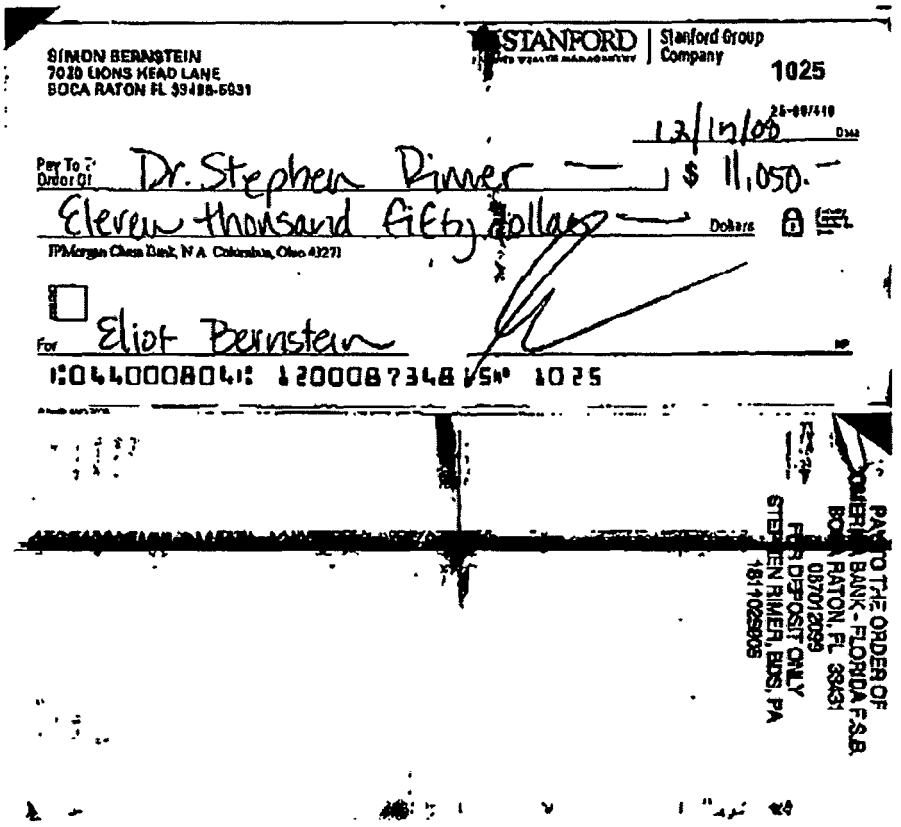
⑆081904808⑆ 000005852412⑈0309

PAY TO THE ORDER OF
COMERICA BANK - FLORIDA F.S.B.
BOCA RATON, FL 33481
067012099
FOR DEPOSIT ONLY
STEPHEN RIMER, BDS, PA
181102506

K. CIVIN
Notary Public - State of Florida
My Comm. Expires Dec 22, 2014
Commission # EE 30041
Bonded Through National Notary Assn.

K. Civin

Re: Fw: Research 1811025905
Cora L Larkin to: Michelle D Folgate 03/28/2011 11:30 AM



SIMON BERNSTEIN
7020 LIONS HEAD LANE
BOCA RATON FL 33496-5931

STANFORD | Stanford Group Company

1025

25-08/410

12/17/08 Date

Pay To Order Of Dr. Stephen Rimer $ 11,050.-

Eleven thousand fifty dollars Dollars

JPMorgan Chase Bank, N.A. Columbus, Ohio 43271

For Eliot Bernstein

⑆044000804⑆ 1200087348 ⑈ 1025

PAY TO THE ORDER OF
COMERICA BANK - FLORIDA F.S.B.
BOCA RATON, FL 33431
087012099
FOR DEPOSIT ONLY
STEPHEN RIMER, BDS, PA
1811025905

Comerica WEALTH MANAGEMENT

Cora Larkin | Florida Branch Operations | cllarkin@comerica.com
1675 North Military Trail, Sixth Floor, Boca Raton, Florida 33486 Tel: 561.961.6656 FAX: 561.961.6650

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K. CIVIN
Notary Public - State of Florida
My Comm. Expires Dec 22, 2014
Commission # EE 30041
Bonded Through National Notary Assn.

K. Civin

Red Coconut
BEACH HOTEL BORACAY

1 AVAILABILITY/PRICE 2 RESERVATION SUMMARY 3 GUARANTEES 4 FINAL CONFIRMATION

Personal Information

Ms. Joan Mapile
401 NE Mizner Blvd. #T301
Boca Raton , FL 33432

Company :
Tel/Fax : 1 786 213 4551 /
joanfpm88@yahoo.com

Room Description	Type of room	Number of adults	Number of nights	Number of children	Bedding preferences	No smoking	Arrival Date	Rates
ROOM 1	Premier-Room	2	2		Queen + Single Bed		April 18, 2011 - 1 pm	**16 720 PHP**

Options ✔ **CATICLAN-AIRRPORT-Land-Boat-Transfer 1600 PHP**

Total price	20 326 PHP *

Modify

*Breakfast is extra, Taxes included

General terms and conditions

TERMS & CONDITIONS
* Rates are subject to change without notice.
* Rates are quoted in Philippine Peso (PHP).
* Check in time is 14:00 hours & Check out time is 12:00 noon.
* Please note that children age 10 and older are charged the adult rate. Please include them in the number entered in the No. of Adults box.

* 50 Percent of the total amount will be charged on the day of booking and is non-refundable.

☑ I have read and I accept the general terms and conditions **Print** **Submit Reservation**

Red Coconut
BEACH HOTEL BORACAY

1 AVAILABILITY/PRICE 2 RESERVATION SUMMARY 3 GUARANTEES 4 FINAL CONFIRMATION

Booking Code

Your reservation code is MapQ5q16u311PhRe

You will receive very shortly this reservation code on your e-mail: joanfpm88@yahoo.com

Thank you for choosing Red Coconut Beach Hotel Boracay

Print

Close window

Kimberly Moran

From: Kimberly Moran
Sent: Thursday, August 25, 2011 10:34 AM
To: 'Diana Banks'
Subject: Estate of Shirley Bernstein - Inventory

Attachments: DOC082511.pdf

DOC082511.pdf
(49 KB)

Hi Diana -

Attached is the Inventory for the Estate of Shirley Bernstein. Please print it, have Mr. Bernstein sign it, and send the original to our office. We will file it with the court.

If you have any questions, please do not hesitate to contact us.

Best regards,

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN File No. 502011CP000653XXXX SB

Deceased.

INVENTORY

The undersigned personal representative of the estate of SHIRLEY BERNSTEIN, deceased, who died on December 8, 2010, and whose social security number is XXX-XX-9749, submits this inventory of all the property of the estate, that has come into the hands, possession, control, or knowledge of these personal representatives:

REAL ESTATE IN FLORIDA – Exempt (Protected) Homestead:

Description
NONE

REAL ESTATE IN FLORIDA – Non-Exempt Homestead:

Description	Estimated Fair Market Value
NONE	

(Whether homestead property is exempt from the claims of creditors, whether it is properly devised and whether it is a probate asset may have to be determined by appropriate proceedings.)

OTHER REAL ESTATE IN FLORIDA:

Description	Estimated Fair Market Value
NONE	$
Total Real Estate in Florida – Except Exempt (Protected) Homestead	$

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Reviewed October 1, 1998

Estate of Shirley Bernstein
File No. 502011CP000653XXXX SB
INVENTORY

PERSONAL PROPERTY WHEREVER LOCATED:

Description	Estimated Fair Market Value
Furniture, furnishings, household goods and personal effects	$ 25,000.00 (est.)
TOTAL OF ALL PERSONAL PROPERTY AND FLORIDA REAL ESTATE$	$ 25,000.00

All real estate located outside the State of Florida owned by the decedent of which the personal representative is aware, if any, is described on a schedule attached hereto. [If none, so indicate]

NONE

NOTICE: Each residuary beneficiary in a testate estate or heir in an intestate estate has the right to request a written explanation of how the inventory value of any asset was determined, including whether the personal representative obtained an independent appraisal for that asset and from whom the appraisal was obtained. Any other beneficiary may request this information regarding all assets distributed to or proposed to be distributed to that beneficiary.

Under penalties of perjury, I declare that I have read the foregoing, and the facts alleged are true to the best of my knowledge and belief.

Signed on this _____ day of _____, 2011.

ROBERT L. SPALLINA, Esq.
Attorney for Personal Representative
Florida Bar No. 497381
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Telephone: (561) 997-7008

SIMON BERNSTEIN, Personal Representative

Bar Form No. P-3.0100
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Reviewed October 1, 1998

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Inventory was furnished by U.S. certified mail to:

Florida Department of Revenue
5050 W. Tennessee St., Bldg. K
Tallahassee, FL 32399-0100

on this _____ day of _____, 2011.

TESCHER & SPALLINA, P.A.
Attorneys for the Personal Representative
of the Estate of Shirley Bernstein
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
Telephone: (561) 997-7008

BY:_____
ROBERT L. SPALLINA, ESQ.
Florida Bar No. 497381

Bar Form No. P-3.0100
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Reviewed October 1, 1998

Robert Spallina

From: Robert Spallina
Sent: Wednesday, July 13, 2011 3:33 PM
To: 'Diana Banks'; 'Janet.Craig@opco.com'
Cc: Simon Bernstein
Subject: RE: Bernstein Tax Information
Attachments: image001.jpg

Diana – the trusts will each need a k-1 from LIC prior to Sep 15 so the returns can be filed timely. I don't know why they are asking about Bernstein Family Realty, LLC. It has nothing to do with the GC trusts.

Janet – I would like all documentation sent to me for review prior to sending to the trustees and beneficiaries. Thank you.

From: Diana Banks [mailto:diana@lifeinsuranceconcepts.com]
Sent: Wednesday, July 13, 2011 3:08 PM
To: Robert Spallina
Subject: FW: Bernstein Tax Information

Robert, please see below. Si would like you to review and advise if what they are asking for is needed. Thank you, Diana

Diana Banks - Vice President of Administration

. . . . . .

Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, FL 33487
Tel: 561.988.8984
Toll Free: 866.395.8984
Fax: 561.988.0833
Email: Diana@LifeInsuranceConcepts.com

www.LifeInsuranceConcepts.com

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From: Craig, Janet [mailto:Janet.Craig@opco.com]
Sent: Tuesday, July 12, 2011 10:22 AM
To: Diana Banks; Roraff, Victoria
Cc: Worth, Hunt; Sigalos, Janet; Vereb, Patricia
Subject: Bernstein Tax Information

Diana and Vicky,

I have been attempting to collect the final tax information required to file the 2010 Fiduciary tax returns for these 10 accounts. Please send me the tax information for the assets LIC Holdings and Bernstein Family Realty LLC (if there is any). Please let me know, in writing, if there is no tax information available for the Bernstein Family Realty LLC.

In order to close the accounts for Alexandra and Eric, who I believe are of age, I will need a written request from each of them stating their age, their desire to terminate the trust and transfer instructions. The assets in those two trusts will be payable to them outright, so they will need brokerage accounts in their individual names. They will still need to sign off on our standard release documents.

We will be preparing removal and release documents for the remaining eight trust accounts. Please let me know where we should send these documents, once they are prepared. We will also need transfer instructions in the name of each trust at the appropriate time.

Please let me know what information you require to facilitate this process. I will be in contact if we need additional information. Please feel free to forward this email as appropriate.

Janet Craig, CTFA
Senior Vice President & Compliance Officer
Oppenheimer Trust Company
18 Columbia Turnpike
Florham Park, NJ 07932
Tel: 973-245-4635
Fax: 973-245-4699
Email: Janet.Craig@opco.com
This communication and any attached files may contain information that is confidential or privileged. If this communication has been received in error, please delete or destroy it immediately. Please go to www.opco.com/EmailDisclosures

Robert Spallina

From: Robert Spallina
Sent: Tuesday, July 12, 2011 11:54 AM
To: Simon Bernstein
Cc: 'Diana Banks'
Subject: Estate of Shirley Bernstein

Si – I need a list of all of the assets that were actually titled in Shirley's name, not her revocable trust. There may not be much but we need to file an inventory with the court of her personal assets. Also, can you please get us caught up on our bills for the estate work. There is a current outstanding amount of $6,645.78. Thank you

Robert L. Spallina, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
E-mail: rspallina@tescherspallina.com

If you would like to learn more about TESCHER & SPALLINA, P.A., please visit our website at www.tescherspallina.com

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Kimberly Moran

From: Diana Banks [diana@lifeinsuranceconcepts.com]
Sent: Tuesday, February 08, 2011 11:06 AM
To: Kimberly Moran
Subject: Addresses

Pam Simon
950 North Michigan Avenue
Suite 2603
Chicago, IL 60606

Eliot Bernstein
2753 NW 34th
Boca Raton, Fl 33434

Jill Iantoni
2101 Magnolia Lane
Highland Park, Il 60035

Lisa Friedstein
2142 Churchill Lane
Highland Park, IL 60035

Let me know if you need anything else. Thanks, Diana

Diana Banks - Vice President of Administration

. . . . . .

Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, FL 33487
Tel: 561.988.8984
Toll Free: 866.395.8984
Fax: 561.988.0833
Email: Diana@LifeInsuranceConcepts.com

www.LifeInsuranceConcepts.com

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2/8/2011

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,

Plaintiff,

vs.

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as Co-Personal Representatives of the ESTATE OF SIMON L. BERNSTEIN and as Co-Trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,

Defendants.
_____/

CIVIL DIVISION

CASE NO: 502012CA013933 MB AA

DIVISION: BLANC

ORDER ON MOTION TO WITHDRAW AS COUNSEL OF RECORD

THIS CAUSE came before the Court on January 28, 2014 on the Motion to Withdraw as Counsel of Record for Donald L. Tescher and Robert L. Spallina, as Co-Personal Representatives of the Estate of Simon Bernstein; and Bernstein Family Realty, LLC, filed by MARK R. MANCERI, P.A. and MARK R. MANCERI, ESQ., and the Court having reviewed the file, heard argument of counsel and being otherwise fully advised in the premises, it is hereupon ORDERED AND ADJUDGED, as follows:

1. The Motion is granted.

2. MARK R. MANCERI, P.A. and MARK R. MANCERI, ESQ. are hereby relieved as counsel of record for Donald L. Tescher and Robert L. Spallina, as Co-Personal Representatives of the Estate of Simon Bernstein; and Bernstein Family Realty, LLC.

3. The Co-Personal Representatives and Bernstein Family Realty, LLC shall have 30

days to obtain new counsel.

4. In the meantime, all future pleadings or documents shall be served upon Donald L. Tescher and Robert L. Spallina, as Co-Personal Representatives of the Estate of Simon Bernstein; and Bernstein Family Realty, LLC, at their last known address:

Donald R. Tescher
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
E-mail: dtescher@tescherspallina.com

Robert L. Spallina
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
E-mail: rspallina@tescherspallina.com

Bernstein Family Realty, LLC
c/o Janet Craig, CTFA, Senior Vice President & Compliance Office
Oppenheimer Trust Company
18 Columbia Turnpike
Florham Park, NJ 07932
E-mail: Janet.Craig@opco.com

DONE AND ORDERED in Chambers, at West Palm Beach, Palm Beach County, Florida, this _____ day of January, 2014.

PETER D. BLANC
CIRCUIT COURT JUDGE

Copies furnished to:
Mark R. Manceri, Esq.
Alan B. Rose, Esq.
Peter Feaman, Esq.
Donald R. Tescher, as Co-Per. Rep.
Robert L. Spallina, as Co. Per. Rep.
Bernstein Family Realty, LLC

Kimberly Moran

From: Kimberly Moran
Sent: Wednesday, January 22, 2014 1:45 PM
To: 'ARose@pm-law.com'; 'mrmlaw@comcast.net'; 'service@feamanlaw.com'; 'mkoskey@feamanlaw.com'; 'Janet.Craig@opco.com'
Cc: Robert Spallina
Subject: RE: SERVICE OF COURT DOCUMENT - CASE NO. 502012CA013933MBAA

Court Identity:	IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA
Case No.	502012CA013933MBAA
Initial Parties:	IN RE: WILLIAM E. STANSBURY, Plaintiff, vs. TED S. BERNSTEIN, Individually and as TRUSTEE of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; DONALD R. TESCHER and ROBERT L. SPALLINA as Co-Personal Representatives of the ESTATE OF SIMON L. BERNSTEIN and as CO-TRUSTEES of the SIMON L. BERNSTEIN TRUST dated July 25, 2012; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC
Document Being Served:	CONSENT AND JOINDER TO MOTION TO WITHDRAW AS COUNSEL OF RECORD
Sender's Name	ROBERT L. SPALLINA, ESQ.
Sender's Firm	TESCHER & SPALLINA, P.A.
Sender's Phone Number:	561-997-7008

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

1/22/2014

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

WILLIAM E. STANSBURY,

Plaintiff.

vs.

TED S. BERNSTEIN, individually and as TRUSTEE of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; DONALD R. TESCHER and ROBERT L. SPALLINA as Co-Personal Representatives of the ESTATE OF SIMON L. BERNSTEIN and as Co-Trustees of the SIMON L. BERNSTEIN TRUST dated July 25, 2012; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC

Respondents.
_____/

CIVIL DIVISION

CASE NO. 502012CA013933 MB AA

DIVISION: BLANC

CONSENT AND JOINDER TO MOTION TO WITHDRAW AS COUNSEL OF RECORD

I, ROBERT L. SPALLINA, ESQ., as a co-personal representative of the Estate of Simon L. BERNSTEIN, and as counsel for the co-personal representative, Donald R. Tescher, of the Estate of Simon L. BERNSTEIN, hereby consent to and join in the Motion to Withdraw as Counsel of Record filed by Mark R. Manceri, Esq. and Mark. R. Manceri, P.A., on January 10, 2014, which motion has been set for hearing on January 28, 2014, at 8:45 a.m.

DATED this 22 day of January, 2014.

TESCHER & SPALLINA, P.A.

By: _____
ROBERT L. SPALLINA, ESQUIRE
Florida Bar No. 497381
4855 Technology Way, St. 720
Boca Raton, FL 33431
Telephone: 561-997-7008
rspallina@tescherspallina.com
kmoran@tescherspallina.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by e-mail to the designated address(es) and U.S. Mail, as noted, to all parties on the following Service List, this 22 day of January, 2014.

Robert L. Spallina, Esq.

SERVICE LIST

Peter M. Feaman, Esq.
Peter M. Feaman, P.A.
3615 West Boynton Beach Boulevard
Boynton Beach, Florida 33436

Alan B. Rose, Esq. (E-mail)
Page Mrachek Fitzgerald Rose Konopka & Dow PA
505 S Flagler Dr Ste 600
West Palm Beach, Florida 33401

Bernstein Family Realty, LLC
c/o Janet Craig, CTFA
Senior Vice President & Compliance Office
Oppenheimer Trust Company
18 Columbia Turnpike
Florham, NJ 07932

Mark R. Manceri, Esq. (E-mail)
Mark. R. Manceri, P.A.
2929 East Commercial Boulevard, Ste. 702
Fort Lauderdale, Florida 33308

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Case Style:	STANSBURY, WILLIAM E VS ARBITRAGE INTERNATIONAL
Document Title:	Consent
Filer:	Robert L. Spallina 561-997-7008

Notice has been electronically mailed to:

Name	Primary Email	Alternate Email 1
Alan B Rose	arose@pm-law.com	mchandler@pm-law.com
Mark R Manceri	mrmlaw@comcast.net	mrmlaw1@gmail.co
Peter M. Feaman	service@feamanlaw.com	mkoskey@feamanlaw.com
Robert L. Spallina	rspallina@tescherspallina.com	kmoran@tescherspa.com

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Cc: Robert Spallina
Subject: RE: SERVICE OF COURT DOCUMENT - CASE NO. 502011CP000653XXXXSB

Court Identity:	IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA
Case No.	50 2011CP000653XXXXSB
Initial Parties:	IN RE: ESTATE OF SHIRLEY BERNSTEIN
Document Being Served:	CONSENT AND JOINDER TO MOTION TO WITHDRAW AS COUNSEL OF RECORD
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Sender's Firm	TESCHER & SPALLINA, P.A.
Sender's Phone Number:	561-997-7008

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

1/22/2014

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN,

Deceased.

_____/

ELIOT IVAN BERNSTEIN, PRO SE

Petitioner

vs.

TESCHER & SPALLINA, P.A., (and all parties, associates and of counsel); ROBERT L. SPALLINA (both personally and professionally); DONALD R. TESCHER (both personally and professionally); THEODORE STUART BERNSTEIN (as alleged personal representative, trustee, successor trustee) (both personally and professionally); et. al.

Respondents.

_____/

PROBATE DIVISION

CASE NO. 502011CP000653XXXXSB

DIVISION: IY (COLIN)

CONSENT AND JOINDER
TO MOTION TO WITHDRAW AS COUNSEL OF RECORD

I, ROBERT L. SPALLINA, ESQ., as counsel for the successor personal representative, Ted S. Bernstein, and as a respondent, both personally and professionally, hereby consent to and join in the Motion to Withdraw as Counsel of Record filed by Mark R. Manceri, Esq. and Mark. R. Manceri, P.A., on January 10, 2014, which motion has been set for hearing on January 23, 2014, at 8:45 a.m.

DATED this 22 day of January, 2014.

TESCHER & SPALLINA, P.A.

By: _____
ROBERT L. SPALLINA, ESQUIRE
Florida Bar No. 497381
4855 Technology Way, St. 720
Boca Raton, FL 33431
Telephone: 561-997-7008
rspallina@tescherspallina.com
kmoran@tescherspallina.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by e-mail to the designated address(es) and U.S. Mail, as noted, to all parties on the following Service List, this 27 day of January, 2014.

Robert L. Spallina, Esq.

SERVICE LIST

Theodore Stuart Bernstein (e-mail)
Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, Florida 33487

Alan B. Rose, Esq. (E-mail)
Page Mrachek Fitzgerald Rose Konopka & Dow PA
505 S Flagler Dr Ste 600
West Palm Beach, Florida 33401

Eliot Bernstein (U.S. Mail)
2753 NW 34th Street
Boca Raton, Florida 33434

Lisa Sue Friedstein (U.S. Mail)
2142 Churchill Lane
Highland Park, Illinois 60035

Pamela Beth Simon (U.S. Mail)
950 North Michigan Avenue, Suite 2603
Chicago, Illinois 60611

Jill Iantoni (U.S. Mail)
2101 Magnolia Lane
Highland Park, Illinois 60035

Donald R. Tescher (E-mail)
4855 Technology Way, Suite 720
Boca Raton, Florida 33431

Mark R. Manceri, Esq. (E-mail)
Mark. R. Manceri, P.A.
2929 East Commercial Boulevard, Ste. 702
Fort Lauderdale, Florida 33308

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Name	Primary Email	Alternate Email 1
Mark R Manceri	mrmlaw@comcast.net	mrmlaw1@gmail.co
Robert L. Spallina	rspallina@tescherspallina.com	kmoran@tescherspa.com

Notice is not sent to:

Name	Primary Email	Alternate Email 1
Brandan J. Pratt	bpratt@huthpratt.com	luanne@huthpratt.c
Peter M. Feaman	service@feamanlaw.com	mkoskey@feamanlam

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9416201	502011CP000653XXXXSB	2011CP000653	Received	Palm Beach	Probate	01/22/2014 12:42:54 PM	
9414158	502012CA013933XXXXMB	2012CA013933	Validating Filing	Palm Beach	Circuit Civil	01/22/2014 12:12:25 PM	

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,	**CIVIL DIVISION**
Plaintiff,	**CASE NO: 502012CA013933 MB AA**
	DIVISION: BLANC

vs.

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as Co-Personal Representatives of the ESTATE OF SIMON L. BERNSTEIN and as Co-Trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,

Defendants.
_____/

MOTION TO WITHDRAW AS COUNSEL OF RECORD

COME NOW, Mark R. Manceri, Esq., and Mark R. Manceri, P.A., pursuant to Rule 2.505 of the Florida Rules of Judicial Administration and hereby file this their Motion to Withdraw as Counsel of Record and in support thereof state, as follows:

1. MARK R. MANCERI, P.A. was retained by Donald R. Tescher and Robert L. Spallina, as Co-Personal Representatives of the Estate of Simon Bernstein; and Bernstein Family Realty LLC (hereinafter the "Clients") to represent them in these proceedings.

2. MARK R. MANCERI, ESQ. of MARK R. MANCERI, P.A. was the attorney responsible for rendering the legal services to the Clients.

3. Professional consideration(s) has arisen which prevent(s) the continued

MARK R. MANCERI, P.A.● 2929 East Commercial Blvd.● Suite 702 ● Fort Lauderdale, FL 33308 ● (954) 491-7099

representation of the Clients.

4. The mailing and e-mail addresses and the telephone numbers of the Clients are as follows:

Donald R. Tescher, Co-Personal Representative, 4855 Technology Way, Suite 720, Boca Raton, Florida 33431, e-mail: dtescher@tescherspallina.com; telephone number (561) 997-7008.

Robert L. Spallina, Co-Personal Representative, 4855 Technology Way, Suite 720, Boca Raton, Florida 33431, e-mail: rspallina@tescherspallina.com; telephone number (561) 997-7008.

Bernstein Family Realty, LLC, c/o Janet Craig, CTFA, Senior Vice President & Compliance Office, Oppenheimer Trust Company, 18 Columbia Turnpike, Florham Park, NJ 07932, e-mail: Janet.Craig@opco.com; telephone number (973) 245-4635..

WHEREFORE, MARK R. MANCERI, P.A. and MARK R. MANCERI, ESQ., hereby request that this Honorable Court enter an Order consistent with the relief requested herein allowing MARK R. MANCERI, P.A. and MARK R. MANCERI, ESQ. to withdraw and any other relief this Honorable Court deems just, equitable and proper.

MARK R. MANCERI, P.A.
Attorney for Donald R. Tescher and Robert L. Spallina, as Co-Personal Representatives and Bernstein Family Realty, LLC
2929 East Commercial Blvd., Suite 702
Ft. Lauderdale, FL 33308
Telephone: (954) 491-7099
E-mail: mrmlaw@comcast.net
mrmlaw1@gmail.com

By: _____
Mark R. Manceri, Esq.
Florida Bar No. 444560

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by e-mail to the designated address(es) to all parties on the following Service List, this 10th day of January, 2014.

Mark R. Manceri, Esq.

SERVICE LIST

Peter M. Feaman, Esq.
Peter M. Feaman, P.A.
3615 West Boynton Beach Blvd.
Boynton Beach, Florida 33436

Alan B. Rose, Esq.
Page, Mrachek, Fitzgerald, et.al.
505 South Flagler Drive, Suite 600
West Palm Beach, Florida 33401

Donald R. Tescher, Co-Personal Representative
4855 Technology Way, Suite 720
Boca Raton, Florida 33431

Robert L. Spallina, Co-Personal Representative
4855 Technology Way, Suite 720
Boca Raton, Florida 33431

Bernstein Family Realty, LLC
c/o Janet Craig, CTFA
Senior Vice President & Compliance Office
Oppenheimer Trust Company
18 Columbia Turnpike
Florham Park, NJ 07932

IN THE CIRCUIT COURT FOR
PALM BEACH COUNTY, FLORIDA

PROBATE DIVISION
FILE NO.: 502012CP004391XXXXSB IY
DIVISION: COLIN

IN RE: ESTATE OF

SIMON BERNSTEIN

Deceased.
_____/

ORDER ON MOTION TO WITHDRAW AS COUNSEL OF RECORD

THIS CAUSE came before the Court on January 23, 2014 on the Motion to Withdraw as Counsel of Record for Donald R. Tescher and Robert L. Spallina, as Co-Personal Representatives of the Estate of Simon Bernstein, filed by MARK R. MANCERI, P.A. and MARK R. MANCERI, ESQ., and the Court having reviewed the file, heard argument of counsel and being otherwise advised in the premises, it is hereupon ORDERED AND ADJUDGED, as follows:

1. The Motion is granted.

2. MARK R. MANCERI, P.A. and MARK R. MANCERI, ESQ. are relieved as counsel of record for Donald R. Tescher and Robert L. Spallina, as Co-Personal Representatives of the Estate of Simon Bernstein.

3. All future pleadings or documents shall be served upon to Donald R. Tescher and Robert L. Spallina, as Co-Personal Representatives of the Estate of Simon Bernstein, at their last known address:

Donald R. Tescher, Co-Personal Representative
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
E-mail: dtescher@tescherspallina.com

FILE NO.: 502012CP004391XXXXSB IY

Robert L. Spallina, Co-Personal Representative
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
E-mail: rspallina@tescherspallina.com

DONE AND ORDERED in Chambers, at Delray Beach, Palm Beach County, Florida, this _____ day of January, 2014.

MARTIN H. COLIN
CIRCUIT COURT JUDGE

Copies furnished to:
Mark R. Manceri, Esq.
Peter M. Feaman, Esq.
Donald R. Tescher, Co-Per. Rep.
Robert L. Spallina, Co-Per. Rep.
All Interested Persons

SIGNED & DATED
JAN 23 2014
JUDGE MARTIN H. COLIN

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,

Plaintiff,

vs.

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as Co-Personal Representatives of the ESTATE OF SIMON L. BERNSTEIN and as Co-Trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,

Defendants.
_____/

CIVIL DIVISION

CASE NO: 502012CA013933 MB AA

DIVISION: BLANC

NOTICE OF HEARING
(Motion Calendar)

TO: ALL PARTIES ON THE ATTACHED SERVICE LIST

PLEASE TAKE NOTICE that the matter, as stated below. in the above-styled case will be heard at the Palm Beach County Courthouse, 205 N. Dixie Highway, Room No. 11-A, West Palm Beach, Florida 33401, as follows:

MATTER/MOTION: Motion to Withdraw as Counsel of Record

FILED BY: Mark R. Mancer, Esq.

DATE AND TIME: January 28, 2014 at 8:45 a.m.

JUDGE: THE HONORABLE PETER D. BLANC

YOU WILL PLEASE GOVERN YOURSELVES ACCORDINGLY.

MARK R. MANCERI, P.A. • 2929 East Commercial Blvd. • Suite 702 • Fort Lauderdale, FL 33308 • (954) 491-7099

CASE NO: 502012CA013933 MB AA

MARK R. MANCERI, P.A.
Attorney for Donald R. Tescher and Robert L. Spallina, as Co-Personal Representatives
2929 East Commercial Blvd., Suite 702
Ft. Lauderdale, FL 33308
Telephone: (954) 491-7099
E-mail: mrmlaw@comcast.net
mrmlaw1@gmail.com

By: _____
Mark R. Manceri, Esq.
Florida Bar No. 444560

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by e-mail to the designated address(es) to all parties on the following Service List, this 13th day of January, 2014.

_____
Mark R. Manceri, Esq.

CASE NO: 502012CA013933 MB AA

SERVICE LIST

Peter M. Feaman, Esq.
Peter M. Feaman, P.A.
3615 West Boynton Beach Blvd.
Boynton Beach, Florida 33436

Alan B. Rose, Esq.
Page, Mrachek, Fitzgerald, et.al.
505 South Flagler Drive, Suite 600
West Palm Beach, Florida 33401

Donald R. Tescher, Co-Personal Representative
4855 Technology Way, Suite 720
Boca Raton, Florida 33431

Robert L. Spallina, Co-Personal Representative
4855 Technology Way, Suite 720
Boca Raton, Florida 33431

Bernstein Family Realty, LLC
c/o Janet Craig, CTFA
Senior Vice President & Compliance Office
Oppenheimer Trust Company
18 Columbia Turnpike
Florham Park, NJ 07932

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,

Plaintiff,

vs.

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as Co-Personal Representatives of the ESTATE OF SIMON L. BERNSTEIN and as Co-Trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,

Defendants.
_____/

CIVIL DIVISION

CASE NO: 502012CA013933 MB AA

DIVISION: BLANC

MEMORANDUM OF LAW OF DEFENDANTS, DONALD TESCHER AND ROBERT SPALLINA, AS CO-PERSONAL REPRESENTATIVES OF THE ESTATE OF SIMON L. BERNSTEIN, FOR HEARING ON SEPTEMBER 30, 2013 AT 11:00 a.m.

COME NOW, Defendants, Donald R. Tescher and Robert L. Spallina, as Co-Personal Representatives of the Estate of Simon L. Bernstein (hereinafter the "Defendants"), by and through their undersigned counsel and hereby files this their Memorandum of Law of Defendants, Donald Tescher and Robert Spallina, as Co-Personal Representatives of the Estate of Simon L.

MARK R. MANCERI, P.A. • 2929 East Commercial Blvd. • Suite 702 • Fort Lauderdale, FL 33308 • (954) 491-7099

Bernstein, for Hearing on September 30, 2013 at 11:00 a.m. and in support thereof state, as follows:

INTRODUCTION

This Memorandum is being submitted pursuant to an Order of the Court dated July 9, 2013. The Plaintiff, William E. Stansbury, may be referred to herein as the "Plaintiff". Donald Tescher and Robert Spallina, as Co-Personal Representatives of the Estate of Simon Bernstein, may be referred to herein as the "Defendants". Copies of the Cases cited herein are included in the Table of Cases, which accompanies this Memorandum.

ARGUMENT

1. On June 18, 2013, the Defendants served their First Set of Interrogatories to the Plaintiff.

2. On July 17, 2013, the Plaintiff served his "Objections to First Set of Interrogatories to William E. Stansbury and Motion for Extension of Time". A copy of said Objection(s) is attached hereto as Exhibit "A" and incorporated herein by reference.

3. At the time the First Set of Interrogatories was propounded, the Plaintiff's First Amended Complaint dated February 12, 2013 was pending.

4. The Plaintiff, pursuant to an Order of the Court dated August 1, 2013 filed his Second Amended Complaint dated September 3, 2013. A copy of said Second Amended Complaint is attached hereto as Exhibit "B" and incorporated herein by reference.

5. The Second Amended Complaint contains the following Counts directed to the

Defendants:

- Count II - Breach of Oral Contract
- Count III - Fraud in the Inducement
- Count VI - Civil Conspiracy
- Count VII - Conversion
- Count VIII - Unjust Enrichment
- Count IX - Equitable Lien
- Count X - Constructive Trust

6. Paragraph 18 of the Second Amended Complaint reads, as follows:

Also in 2006, Simon Bernstein, acting on his behalf and on behalf of, and in concert with, Ted Bernstein, told Stansbury that Stansbury was being rewarded for his efforts and the explosive growth of the business, such that he would receive a 10% ownership interest in LIC Holdings, Inc. Simon Bernstein and Ted Bernstein, collectively, were majority shareholders while Stansbury was a minority shareholder in LIC Holdings, Inc.

7. As such, according to the Plaintiff, the time period relevant to his allegations began in 2006.

8. Paragraph 16 of the Second Amended Complaint reads, as follows:

Stansbury agreed to become an employee of LIC Holdings, Inc. and Arbitrage and agreed to a salary of 15% of net retained commissions received on all

products sold, including renewals. Stansbury at this time was responsible for, among other duties, calculating, on a monthly basis, the commissions due him in connection with new business generated in the current year and renewals on business generated in previous years.

9. Based on the Plaintiff's allegations, the subject matter of the Plaintiff's Second Amended Complaint is commissions allegedly generated by the Plaintiff from the sale of life insurance products by corporate entities of which the Plaintiff was allegedly a shareholder and actively involved in the business operations.

10. As stated by the Court in **Davich v. Norman Brothers Nissan, Inc.**, 739 So.2d 138 (Fla. 5th DCA 1998), at page 140 regarding the scope of discovery:

> The concept of relevancy is broader in the discovery context than in the trial context and a party may be permitted to discover relevant evidence that would be inadmissible at trial, so long as it may lead to the discovery of admissible evidence. (citations omitted). And of necessity, wide latitude should be permitted in seeking evidence of fraud since positive proof of the tort is generally not to be expected. (emphasis added).

11. As set forth in paragraph 5 above, the Plaintiff has alleged Fraud (Count III) and Civil Conspiracy (Count VI) against the Defendants. Pursuant to **Davich** supra, the Defendants are entitled to "wide latitude" with respect to their discovery.

12. The Plaintiff has objected to Interrogatories numbered 3, 4, 5, 7, 8, 9, 10 and 11.

The Plaintiff has the burden of sustaining his objections. See **Charles Sales Corp. v. Rovenger**, 88 So.2d 551 (Fla. 1956).

13. Interrogatories 3, 4, 5, 7 and 10 are objected to as being "overly broad". Notably, the Plaintiff has not alleged that the propounded discovery will cause him to incur an unreasonable financial or time burden. On it's face, an "overly broad" objection is legally insufficient. As the Court stated in **Carson v. City of Fort Lauderdale**, 173 So.2d 743 (Fla. 2nd DCA), at page 744:

> Objections to interrogatories must be sufficiently specific that the court may, in considering such objections with interrogatories propounded, ascertain therefrom their claimed objectionable character; general objections to interrogatories, as that they will require the party served to make research and compile data, or that they are unreasonably burdensome, oppressive and vexatious, or that they seek information which is easily available to the interrogating party as to the objecting party, or that they would cause annoyance, expense, and oppression to the objecting party without serving any relevant purpose to the issue, are insufficient. (emphasis added).

14. Additionally, an objection that discovery is "overly broad", standing alone, is an insufficient basis for certiorari relief. See **First City Developments of Florida, Inc. v. Hallmark of Hollywood Condominium Association, Inc.**, 545 So.2d 502 (Fla. 4th DCA 1989).

15. In addition to being "overly broad", the Plaintiff also objected to Interrogatories

8 and 11 as being "vague and ambiguous". Without any further substance or explanation such objection(s) are, on their face, also legally insufficient. See **Carson**, supra.

16. Lastly, the Plaintiff objects to Interrogatory number 9 on the basis of "work product".

17. Interrogatory number 9 reads, as follows:

> Please state whether you or anyone action [sic] on your behalf obtained statements from any person with knowledge of any issues or facts relating to the Amended Complaint filed by you in this cause dated February 12, 2013. If so, state (a) the names and addresses of the persons from who the statements were taken; (b) the date the statements were taken; (c) the names and addresses of the persons who took the statements, and/or who have custody of the statements; (d) whether the statements were written or oral; and (e) whether the statements were memorialized by recording device, court reporter, video, cd, stenographer, or otherwise.

18. Contrary to the Plaintiff's Objection, the information requested in Interrogatory number 9 is not work product. Nothing in Interrogatory number 9 asks for the strategy, mental impressions or personal notes of the Plaintiff's counsel. See **Dupree v. Better Way**, 86 So.2d 425 (Fla. 1956) and **Surf Drugs v. Vermette**, 236 So.2d 108 (Fla. 1970) for the proposition that the type of information requested in Interrogatory number 9 is not work product.

19. In **Surf Drugs**, the following Interrogatories, all at footnote 3, were found by the

Appellate Court to be outside of any claim of "work product":

- No. 27-State the exact names and addresses or information for the location of all persons known by you, your agents, or attorneys who were or purport to have been eyewitnesses to the within accident.

- No. 28-State the exact names and addresses or information for the location of all persons known by you, your agents, or attorneys who have any knowledge of the reasons for and/or cause of the death of Thelma Vermette.

- No. 29-State the exact and addresses, or information for the location of all persons known by you, your agents, or attorneys who have any knowledge of the Plaintiff's claim for the death of Thelma Vermette.

- No. 30-Do you or your attorneys, agents, servants or employees know of the existence of any photographs of the scene of the within accident, the instrumentalities involved, or of the persons involved? If so:

(a) State the name and addresses of the person or persons who took the various photographs.

(b) Indicate adjacent to each such person's name and address listed in (a) above, whether each photograph was taken independently of (photographer not employed by) your attorneys, agents, servants, or employees, or which photographs were taken at the request of your attorneys, agents, servants or employees, giving the date all photographs were taken.

(c) Indicate the subject matter of each photograph.

- No. 31–State whether you or any of your employees, agents, servants, or attorneys have obtained any written statements from anyone with regard to this incident.

- No. 35–Did the Plaintiff himself, or anyone on his behalf, inquire of, or have any conversations with any officer, director or employee of the Defendant, concerning the matters set forth in the Complaint; and if so, state the names and addresses of each such person, and state fully their relationship to the Plaintiff.

20. As the Court held in **Surf Drugs, Inc.**, at page 113: "We hold, therefore, that a party may be required to respond on behalf of himself, his attorney, agent, or employee and to divulge names and addresses of an person having relevant information as well as to indicate generally the type of information held by the person listed."

21. Similarly, the Court in **Dupree**, supra, found the following Interrogatory to be outside of any claim of work product, "Please set forth the names and addresses of any other persons believed by you or known by you or your attorney to have knowledge concerning the facts pertaining to the within accident."

22. Lastly, the Plaintiff has not yet answered Interrogatories 1, 2 and 6 despite the fact that the requested 30 day extension has expired.

CONCLUSION

Based on the foregoing, the Plaintiffs Objections must be overruled.

MARK R. MANCERI, P.A.
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By: _____
Mark R. Manceri, Esq.
Florida Bar No. 444560

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by e-mail to the designated address(es) to all parties on the following Service List, this 18th day of September, 2013.

_____
Mark R. Manceri, Esq.

SERVICE LIST

Peter M. Feaman, Esq.
Peter M. Feaman, P.A.
3615 West Boynton Beach Blvd.
Boynton Beach, Florida 33436

Alan B. Rose, Esq.
Page, Mrachek, Fitzgerald, et.al.
505 South Flagler Drive, Suite 600
West Palm Beach, Florida 33401

EXHIBIT "A"

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,
Plaintiff,

CASE NO: **50 2012 CA 013933 MB AA**

v.

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN and as co-trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,
Defendants.
_____/

OBJECTIONS TO FIRST SET OF INTERROGATORIES
TO WILLIAM E. STANSBURY AND MOTION FOR EXTENSION OF TIME

COMES NOW Plaintiff, WILLIAM E. STANSBURY, by and through his undersigned counsel and moves for an extension of time to respond to Defendant, ESTATE OF SIMON L. BERNSTEIN's First Set of Interrogatories and requests an additional 30 days in which to respond to the Interrogatories not objected to, as follows:

1. Plaintiff, WILLIAM E. STANSBURY, objects to the following numbered Interrogatories:

3. List every incident or occurrence after January 1, 2006 in which you believe that the Decedent perpetrated a fraud upon you. Please identify the details of each incident or occurrence, including the nature, date and location of each incident or occurrence as well as the name, address and the phone number of all witnesses of each incident or occurrence.

Objection: This Interrogatory is overly broad. The fraud perpetrated by the decedent is described in the Amended Complaint and the Second Amended Complaint assuming that the Court allows Plaintiff to amend.

4. Please describe in detail your involvement in the Decedent's business affairs on or after January 1, 2006. Your answer should include, but not be limited to, a detailed description of all duties that you undertook in connection with performing services, paying bills, expenses, balancing check books, writing checks, and receiving deposits or other income. Describe in detail how you became involved in the Decedent's business affairs. The term "business" shall be deemed to include all of the named Corporate and LLC Defendants.

Objection: This Interrogatory is overly broad when it asks Plaintiff to "describe in detail your involvement in the Decedent's business affairs ..." for the last 7 years.

5. Describe in detail the circumstances relating to each and every business related meeting you attended on or after January 1, 2006 at which the Decedent was present.

Objection: This Interrogatory is overly broad.

7. State the substance of each and every communication between the Decedent and any other person regarding his alleged intent, on or after January 1, 2006, to transfer or pay any money or assets to you as a result of your involvement in his business affairs. For each such communication, state the date of the communication, the form of the communication (written, by telephone, or in person) and the names, addresses and telephone numbers of any other individuals who were either present for or who m ay have overheard all or part of the communication.

Objection: This Interrogatory is overly broad.

8. Identify each and every gift, check, cash payment, mortgage, loan or advance of $500.00 or more made by the Decedent to you, any member of your family, or any business of which you are or were an owner, investor, shareholder or creditor on or after January 1, 2006. For each such item, furnish the date, who the payment was made to, the amount, the form of the payment (in cash, check, property, etc.), the purpose of the payment, and whether it was ever repaid.

Objection: This Interrogatory is overly broad, vague and ambiguous

9. Please state whether you or anyone action [*sic*] on your behalf obtained statements from any person with knowledge of any issues or facts relating to the Amended Complaint filed by you in this cause dated February 12, 2013. If so, state (a) the names and addresses of the persons from whom the statements were taken; (b) the date the statements were taken; (c) the names and addresses of the persons who took the statements, and/or who have custody of the statements; (d) whether the statements were written or oral; and (e) whether the statements were memorialized by recording device, court reporter, video, cd, stenographer, or otherwise.

Objection: This is work product.

10. Identify by name, address and telephone number each person you requested to personally observe, meet or talk to the Decedent on or after January 1, 2006 relating to your involvement in his business affairs.

Objection: This Interrogatory is overly broad.

11. If, in furtherance of answering any of the above Interrogatories, you referred to any document or item, describe in detail each such document or item and state the Interrogatory number to which such document or item relates.

Objection: This Interrogatory is overly broad, vague and ambiguous.

2. As to the remaining Interrogatories (1, 2 and 6), Plaintiff requests an extension of 30 days to respond, no prejudice will result to Defendant as this cause is not yet at issue.

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that the above and foregoing has been forwarded via e-mail service at mrmlaw@comcast.net; and mrmlaw1@gmail.com to Mark R. Manceri, Esq., Mark R. Manceri, P.A., *Attorney for Donald Tescher and Robert Spallina as Co-Personal Representatives of the Estate of Simon Bernstein* and *Bernstein Family Realty,* 2929 E. Commercial Blvd., Suite 702, Fort Lauderdale, FL 33308; at arose@pm-law.com and mchandler@pm-law.com to Alan Rose, Esq., PAGE, MRACHEK, *Attorneys for Defendants, Ted Bernstein, LIC Holdings, Inc, Arbitrage International Management, LLC and the Shirley Bernstein Trust,* 505 So. Flagler Drive, Suite 600, West Palm Beach, FL 33401, on this 17th day of July, 2013.

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EXHIBIT "B"

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,
Plaintiff,

CASE NO: 50 2012 CA 013933 MB AA

v.

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN and as co-trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,
Defendants.
_____/

SECOND AMENDED COMPLAINT

WILLIAM E. STANSBURY, by and through undersigned counsel, sues the Defendants and states:

1. This is an action for money damages in excess of $15,000, and for equitable relief.

2. Plaintiff (hereinafter referred to as "STANSBURY") is *sui juris*, and a resident of Palm Beach County, Florida.

3. Defendant TED S. BERNSTEIN ("TED BERNSTEIN"), is *sui juris*, and a resident of Palm Beach County, Florida.

4. SIMON L. BERNSTEIN ("SIMON BERNSTEIN") died on or about September 13, 2012, after the filing of the initial Complaint in this action. At the time of his death, SIMON BERNSTEIN was *sui juris*, and was a resident of Palm Beach County, Florida. Defendants

Donald R. Tescher and Robert L. Spallina are serving as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN (the "ESTATE")which ESTATE is presently open and pending in the Palm Beach County Circuit Court, *In re: Estate of Simon L. Bernstein*, Case No. 502012CP004391XXXXSB (the "Estate Proceeding"). In accordance with Section 733.705, Florida Statutes, STANSBURY hereby brings this independent action against the ESTATE with respect to his Statement of Claim that was filed and objected to in the Estate Proceeding.

5. Defendant, LIC HOLDINGS, INC. ("LIC Holdings") is a Florida corporation with its principal place of business in Palm Beach County, Florida.

6. Defendant, ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, formerly known as ARBITRAGE INTERNATIONAL HOLDINGS, LLC, ("ARBITRAGE") is a Florida limited liability company with its principal place of business in Palm Beach County, Florida.

7. Defendant, BERNSTEIN FAMILY REALTY, LLC is a Florida limited liability company doing business in Palm Beach County.

8. Defendant, the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008 ("SHIRLEY'S TRUST"), owns real property in Palm Beach County, Florida. Based upon information and belief, Donald R. Tescher and Robert L. Spallina are serving as co-trustees of SHIRLEY'S TRUST. This Court has personal jurisdiction over the trustees and the beneficiaries of SHIRLEY'S TRUST under Section 736.0202, Florida Statutes, as the principal place of administration of SHIRLEY'S TRUST is in Palm Beach County, Florida. This court has subject matter jurisdiction over this action under Section 736.0203, Florida Statutes. Venue is proper in Palm Beach County, Florida, under Section 736.0204, Florida Statutes, as the principal place of administration of SHIRLEY'S TRUST is in Palm Beach County, Florida and one or more of the beneficiaries of SHIRLEY'S TRUST reside in Palm Beach County, Florida.

9. The acts and incidents giving rise to the causes of action alleged herein arose in Palm Beach County, Florida.

General Allegations

10. STANSBURY has worked in the insurance industry for virtually all of his adult life. After 30 years, he had become well-known and highly regarded by major insurance companies, their principals and others throughout the insurance industry, at all levels thereof, as well as by professionals, including attorneys, CPA's, financial advisors, wealth managers and others who were involved in serving, or otherwise dealing with insurers, insurance brokers and life insurance products.

11. SIMON BERNSTEIN dealt at sophisticated levels of the insurance industry and specialized in developing and marketing insurance concepts suitable for persons of high net worth to incorporate into their wealth management and estate planning.

12. TED BERNSTEIN, the son of SIMON BERNSTEIN, was also actively involved in selling life insurance products in conjunction with attorneys, CPAs and other professionals, to be incorporated into high net worth individuals' financial and estate planning.

13. TED BERNSTEIN, acting on his behalf and on behalf of, and in concert with, SIMON BERNSTEIN, approached STANSBURY in 2003, urging STANSBURY to spearhead the marketing of a unique insurance concept, newly developed by a prominent law firm, which was designed for use in the financial and estate planning of high net worth individuals.

14. TED BERNSTEIN told STANSBURY that he knew of STANSBURY's expertise and reputation in the insurance and related industries and that STANSBURY was skilled at and accustomed to speaking and marketing insurance products to groups of professionals. He realized that STANSBURY, because of his knowledge, reputation and abilities, would be well suited to market this concept nationwide through prominent and experienced professionals.

15. In 2006, SIMON BERNSTEIN and TED BERNSTEIN (collectively, "BERNSTEIN" or the "BERNSTEINS") formed, as sole shareholders, Defendants LIC Holdings and ARBITRAGE for the purpose of marketing and selling certain life insurance products to high net worth individuals for their wealth management and estate planning needs.

16. STANSBURY agreed to become an employee of LIC Holdings, Inc. and ARBITRAGE and agreed to a salary of 15% of net retained commissions received on all products sold, including renewals. STANSBURY at this time was responsible for, among other duties, calculating, on a monthly basis, the commissions due him in connection with new business generated in the current year and renewals on business generated in previous years.

17. STANSBURY worked with diligence and skill, traveling throughout the United States, generating ever-increasing sales and generating very large commissions. By 2006, nationwide sales were resulting in substantial commissions on new policies and renewal commissions.

18. Also in 2006, SIMON BERNSTEIN, acting on his behalf and on behalf of, and in concert with, TED BERNSTEIN, told STANSBURY that STANSBURY was being rewarded for his efforts and the explosive growth of the business, such that he would receive a 10% ownership interest in LIC Holdings, Inc. SIMON BERNSTEIN and TED BERNSTEIN, collectively, were majority shareholders while STANSBURY was a minority shareholder in LIC Holdings, Inc.

19. STANSBURY has sued both LIC Holdings and ARBITRAGE because the BERNSTEINS represented that his employment relationship was with LIC Holdings, the company in which he owned a 10% interest, but STANSBURY'S W-2 statements were issued by ARBITRAGE as his employer.

20. In February of 2008, SIMON BERNSTEIN, acting on his behalf and on behalf of, and in concert with TED BERNSTEIN, approached STANSBURY and told him his time would

be better spent building the business rather than performing monthly calculations of income. The plan proposed was that, rather than STANSBURY performing computations on a monthly basis as to how much should be paid to him based upon 15% of the net retained commissions derived from both new policies sold and renewals from previous years, the BERNSTEINS and STANSBURY all would forego monthly payouts and defer compensation until the end of 2008, when year-end computations could be made. It was represented that in December, year-end computations would be made and salaries would be paid in December 2008 or January of 2009. It was specifically represented to STANSBURY that:

a) neither SIMON BERNSTEIN, TED BERNSTEIN nor STANSBURY would take any compensation during fiscal year 2008 but rather they all would wait until the year-end accounting was performed in December of 2008 or January, 2009;

b) SIMON BERNSTEIN, TED BERNSTEIN, and STANSBURY would each be paid a minimum salary of $1,000,000 at year end, and STANSBURY'S salary was to be applied against his earned commissions of 15%. Any compensation due STANSBURY over and above the $1,000,000 would be paid as a distribution on his stock ownership interest in LIC Holdings.

21. In January of 2008, STANSBURY was paid $420,018 for commissions earned on some 2007 sales. However, STANSBURY was not, and has never been, paid the commissions due him on sales in 2008 and thereafter, and he was not and has never been paid the renewal commissions due him on sales made in previous years that were paid to LIC Holdings or ARBITRAGE in 2008 and thereafter, other than a nominal payment of $30,000 made in 2010.

22. When STANSBURY was not paid as agreed in late 2008/2009 and thereafter, SIMON BERNSTEIN and TED BERNSTEIN, on behalf of and in concert with each other, stated to STANSBURY that salary and ownership distributions due and owing to SIMON BERNSTEIN, TED BERNSTEIN and STANSBURY would be deferred to a future time. This

deferral of payment was represented to be important because, as a result of the virtual collapse of the capital lending markets in 2008, it was necessary to retain the funds in the corporate bank accounts to demonstrate to potential lenders the financial stability of the companies.

23. The false statements set forth in paragraphs 18 through 21, above, were made by SIMON BERNSTEIN and TED BERNSTEIN, in concert with each other, with knowledge of their falsity and with the intention of never to fulfilling such promises.

24. Despite the representations to STANSBURY set forth above to the contrary, SIMON BERNSTEIN and TED BERNSTEIN, as officers and majority shareholders of LIC Holdings and ARBITRAGE, authorized LIC Holdings and/or ARBITRAGE to pay themselves $3,756,229.00 and $5,225,825.00, respectively, in 2008. Contrary to the representations made as set forth in paragraph 20, STANSBURY received no compensation for first year commissions and renewal commissions due him in 2008.

25. The net retained commissions by LIC Holdings and ARBITRAGE, not including renewals, for 2008 were approximately $13,442,549.00. As such, STANSBURY was entitled to, at the very minimum, 15% of $13,442,549.00, or $2,016,382.35.

26. Beginning late in 2007 or early in 2008, and continuing through at least 2012, LIC Holdings and/or ARBITRAGE became the alter ego of SIMON BERNSTEIN and TED BERNSTEIN, as officers and majority shareholders, in that they disregarded corporate structure and wrongfully diverted, converted and depleted corporate assets of LIC Holdings and ARBITRAGE for their own personal benefit and the benefit of Bernstein family trusts and other entities as more specifically set forth below. Those trusts have since invested some of these wrongfully diverted and converted corporate assets in real estate, also as more particularly set forth below. The wrongful action of SIMON BERNSTEIN and TED BERNSTEIN in diverting and converting corporate assets rendered LIC Holdings, and possibly ARBITRAGE, insolvent.

27. Throughout 2009, SIMON BERNSTEIN and TED BERNSTEIN continued to make false statements to STANSBURY to hide the fact that LIC Holdings and/or ARBITRAGE was their alter ego, in that they converted corporate property and corporate assets of LIC and/or ARBITRAGE for their own personal benefit in 2008, 2009 and thereafter, all to the exclusion and financial detriment of STANSBURY, all the while fraudulently representing to STANSBURY that no money was being paid as salary or distributions to SIMON BERNSTEIN, TED BERNSTEIN or STANSBURY because it was necessary to hold the funds in the corporate bank accounts to show to potential lenders the financial stability of the company.

28. STANSBURY relied upon these continuing misrepresentations of Defendants to his detriment. Because STANSBURY was told that potential funding sources for the business needed to see that capital of the company was available, he took no action when he did not receive any compensation for 2009 and was paid only $30,000 in 2010.

29. In order to continue their scheme to defraud, SIMON BERNSTEIN and TED BERNSTEIN failed and refused to account for renewal commissions and failed to supply any financial information to STANSBURY concerning LIC Holdings or ARBITRAGE.

30. In furtherance of their scheme to deprive STANSBURY of salary he had earned and shareholder distributions to which he was entitled, SIMON BERNSTEIN and TED BERNSTEIN intercepted mail addressed to STANSBURY, removing commission checks representing commissions due to STANSBURY, deposited the funds into their own accounts and otherwise converted the funds. SIMON BERNSTEIN and TED BERNSTEIN also opened STANSBURY's mail containing checks payable to him which were unrelated to them and the businesses.

31. In December, 2011 STANSBURY had been battling a painful and debilitating disease that could only be managed through the administration of potentially harmful

prescription medications. On December 22, 2011, the Defendants BERNSTEIN, with knowledge of STANSBURY's health issues and his debilitated condition, decided to take advantage of and deceive STANSBURY further. STANSBURY had for years been given K-1 statements reflecting his 10% ownership of LIC Holdings. At that time, TED BERNSTEIN told STANSBURY that the company accountant had discovered a potential significant taxable event which could cause STANSBURY, as one of the owners of LIC Holdings to pay taxes on phantom income. TED BERNSTEIN promised that if STANSBURY would sign a paper ceding his 10% interest in LIC Holdings, he would not have to pay the tax if in fact the tax was due. TED BERNSTEIN promised he would hold the paper, promising it would not become operative until STANSBURY and the Defendants BERNSTEIN discussed the situation further in the first quarter of 2012.

32. Because of the misrepresentations, willful concealments of material facts, duplicity and deceit practiced by Defendants upon STANSBURY, STANSBURY reasonably believed that Defendants had complied, or intended to comply with their obligations to STANSBURY under the contract between them. STANSBURY, therefore, was prevented from knowing for a period of years that the causes of action asserted herein existed.

33. By the second quarter of 2012, STANSBURY developed the belief that the BERNSTEINS' representations over the years were wholly false and he sought legal counsel.

34. STANSBURY has retained the law firm of Peter M. Feaman, P.A. and has agreed to pay it a reasonable fee for its services rendered herein.

COUNT I - ACCOUNTING
(Against LIC Holdings and ARBITRAGE, for Accounting)

35. STANSBURY hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 34, inclusive.

36. The relationship between STANSBURY and the Defendants, particularly as affected by Defendants' acts described in preceding paragraphs 19 through 27 created a situation where Defendants had sole access to receipts generated by STANSBURY's efforts, and to books and records reflecting said receipts and the other information from which can be calculated all moneys due to STANSBURY under his arrangement with Defendants.

37. The period of time during which STANSBURY has been deprived of monies due him spans approximately four and a half years. The various sources of revenue to Defendants of monies from which the amounts due STANSBURY may be calculated, the manner in which STANSBURY was to be paid, and the amount due STANSBURY all involve extensive and complicated accounts, and STANSBURY's remedy at law cannot be as full, adequate and expeditious as it is in equity.

WHEREFORE, Plaintiff STANSBURY prays for an adjudication of Plaintiff's right to a full and complete accounting from Defendants, LIC Holdings and ARBITRAGE, and for such orders of Court as will require such Defendants to provide STANSBURY with all records and copies of documents from January 1, 2006 to the present, in order to reveal his right to, and the amount of all sums: (a) received as commissions to which STANSBURY was entitled to a share; (b) due to STANSBURY, whether paid or not; (c) paid to STANSBURY, whether for commissions, salary, distributions, expenses or any other reason; (d) paid to each of the BERNSTEIN Defendants out of monies received as commissions; (e) deposits of any and all moneys received as commissions by any Defendants to any accounts, including the name of the entity whose account was involved, the number(s) of each such account; the address of the branch or other facility through which any Defendant dealt with such entity; (f) calculations as to moneys paid , to be paid, or not to be paid to STANSBURY, together with an award of court costs and such other and further relief as the Court may deem just and proper.

COUNT II - BREACH OF ORAL CONTRACT
(Against LIC Holdings, Inc., ARBITRAGE, SIMON BERNSTEIN and TED BERNSTEIN)

38. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 37, inclusive.

39. The arrangement between STANSBURY and Defendants, as described in paragraphs 13 through 28 above, constituted a contract between them.

40. An express term of that contract involved the commitment of LIC Holdings and ARBITRAGE to calculate and pay to STANSBURY all sums due to him under the contract, whether as commissions, salary, distributions, expenses or any other reason.

41. The Defendants initially performed the duties required of them under said contract.

42. However, Defendants breached their contract with STANSBURY by withholding from STANSBURY monies due him under the contract for renewal commissions earned in 2007 and commissions and renewal commissions earned in 2008 and thereafter.

43. The withholding of such monies constitutes a material breach of the contract between STANSBURY and LIC Holdings and ARBITRAGE.

44. STANSBURY has sued both LIC Holdings and ARBITRAGE because the BERNSTEINS represented that his employment relationship was with LIC Holdings, the company in which he owned a 10% interest, but STANSBURY'S W-2 statements were issued by ARBITRAGE as his employer.

45. SIMON BERNSTEIN and TED BERNSTEIN are personally liable, jointly and severally, for the material breach of the oral employment contract with STANSBURY as LIC Holdings and/or ARBITRAGE were the alter ego of SIMON BERNSTEIN and TED

BERNSTEIN in that the BERNSTEINS depleted corporate assets for their personal benefit by causing the corporation or corporations to make exorbitant and inappropriate distributions to themselves, family members, and BERNSTEIN family trusts and other entities, at the expense of corporate creditors such as STANSBURY, to wit:

a) SIMON BERNSTEIN and TED BERNSTEIN caused LIC Holdings and/or ARBITRAGE to pay to them at least $3,756,229.00 and $5,225,825.00, respectively, in fiscal 2008 during which time STANSBURY, other than the amount referenced in paragraph 21, was paid nothing;

b) According to Palm Beach County public records, in December of 2007 TED BERNSTEIN purchased a property at 880 Berkeley Street, Boca Raton, Florida 33487, for $4,400,000;

c) According to Palm Beach County public records, on December 28, 2008, TED BERNSTEIN paid off the mortgage in the amount of $486,400.00 on a property he owned at 15807 Menton Bay Court, Saturnia Isles, Delray Beach, Florida 33446;

d) According to Palm Beach County public records, SIMON BERNSTEIN paid off the mortgage on property he and his wife owned, and subsequently transferred by quitclaim deed on May 20, 2008 to the trustee of SHIRLEY'S TRUST, at 7020 Lions Head Lane, Boca Raton, Florida, 33496. The amount of the mortgage pay-off is unknown, but in 2013 the property was listed for sale at $2,399,000;

e) According to Palm Beach County public records, on June 18, 2008, BERNSTEIN FAMILY REALTY, LLC acquired a property located at 2753 N.W. 34 Street, Boca Madera Unit 2, Boca Raton, Florida 33432 (the "Boca Madera Property). On July 8, 2008, SIMON BERNSTEIN loaned $365,000 to BERNSTEIN FAMILY REALTY, LLC. The specific

purpose of the loan is unknown, but SIMON BERNSTEIN received a mortgage on the Boca Madera Property to secure the loan;

f) According to Palm Beach County public records, on May 20, 2008 SIMON BERNSTEIN and his wife transferred by quitclaim deed to the trustee of SHIRLEY'S TRUST a 4,220 square foot oceanfront condominium unit in a complex known as "The Aragon" in Boca Raton, located at 2494 South Ocean Boulevard, Boca Raton, Florida. The mortgage on that property was paid off on September 27, 2010.

g) The legal descriptions for each of the above referenced properties are attached hereto as Exhibit "B."

46. There is due to STANSBURY from such Defendants all amounts due under said contract, together with prejudgment and post-judgment interest on said amounts.

WHEREFORE, Plaintiff prays for judgment against SIMON BERNSTEIN and TED BERNSTEIN declaring that Defendants, LIC Holdings, Inc. and ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, are or were the alter ego of SIMON BERNSTEIN and TED BERNSTEIN such that the corporate veil of LIC Holdings and/or ARBITRAGE should be pierced; for judgment against Defendants, LIC Holdings, Inc., ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, SIMON BERNSTEIN and TED BERNSTEIN, jointly and severally, in excess of $1,500,000.00 for the amounts due to Plaintiff under the terms of their contract, together with prejudgment and post-judgment interest; for his court costs herein expended and for such other relief as the Court may deem just and proper.

COUNT III - FRAUD IN THE INDUCEMENT- EMPLOYMENT AGREEMENT (Against SIMON BERNSTEIN and TED BERNSTEIN)

47. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 46, inclusive.

48. At all material times hereto, SIMON BERNSTEIN and TED BERNSTEIN were officers and majority shareholders of LIC Holdings and ARBITRAGE.

49. The statements set forth in paragraphs 18 through 24, above, made by SIMON BERNSTEIN and TED BERNSTEIN, on behalf of and in concert with each other, and as officers and majority shareholders of LIC Holdings and ARBITRAGE, were false statements of material fact that SIMON BERNSTEIN and TED BERNSTEIN knew to be false at the time they were made, as SIMON BERNSTEIN and TED BERNSTEIN never intended to authorize LIC Holdings or ARBITRAGE to pay to STANSBURY the amounts due him as evidenced by the fact that the accountant for LIC Holdings and ARBITRAGE prepared financial worksheets for 2008 showing that the BERNSTEINS would receive compensation, but STANSBURY would not, for fiscal 2008, in direct contravention to their statements and promises to STANSBURY.

50. SIMON BERNSTEIN and TED BERNSTEIN intended for STANSBURY to rely on such statements that he would be ultimately be paid for his productivity in order to induce him into continuing his productive and revenue-generating sales activity as an employee of LIC Holding and/or ARBITRAGE and fraudulently created for STANSBURY the false expectation that STANSBURY would be paid as agreed.

51. STANSBURY in fact relied to his detriment on these false statements and was induced thereby to remain in his employment relationship with LIC Holdings and ARBITRAGE as he continued to sell, with the expectation of payment, products and generate revenue for LIC Holdings and/or ARBITRAGE until 2012, and was further induced not to pursue from LIC Holdings and/ARBITRAGE his right to payment of all amounts due him until after SIMON BERNSTEIN and TED BERNSTEIN had diverted and converted corporate assets for their personal benefit, rendering LIC Holdings, and possibly ARBITRAGE, insolvent.

52. STANSBURY was injured thereby as he was not and has not been compensated for his revenue-generating sales and other performance, and did not seek alternative employment, as a proximate result of his detrimental reliance on these false statements.

WHEREFORE, Plaintiff prays for judgment against Defendants SIMON BERNSTEIN and TED BERNSTEIN, jointly and severally, for damages in excess of $1,500,000.00 together with prejudgment and post-judgment interest; for the imposition of an equitable lien and constructive trust on the Bernstein real estate described in paragraph 45 and Exhibit "B" as more fully set forth in Counts VII and VIII of this Second Amended Complaint; for his court costs herein expended; and for such other relief as the Court may deem just and proper. STANSBURY reserves the right to move to amend to request punitive damages in accordance with Florida Law.

COUNT IV - FRAUD IN THE INDUCEMENT - CEDING OF LIC HOLDINGS OWNERSHIP INTEREST (Against Ted Bernstein and LIC Holdings, Inc.)

53. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 52, inclusive.

54. In the fourth quarter of 2011, TED BERNSTEIN embarked upon a plan to defraud from STANSBURY his 10% ownership interest in LIC Holdings, Inc. As set forth in paragraph 31 above, Defendant TED BERNSTEIN fraudulently induced STANSBURY to prepare and sign a document giving up his 10% interest in and to LIC Holdings, Inc.

55. The ceding of his shares in LIC Holdings, Inc. was procured by fraud and STANSBURY relied upon the representations made by BERNSTEIN with regard to signing the document apparently ceding his stock.

56. It was reasonable for STANSBURY to rely on the representations made by BERNSTEIN because at that time STANSBURY was unaware of the breaches of fiduciary duty and breaches of the oral contract that had taken place.

57. As a result of STANSBURY's reliance, STANSBURY has been damaged by the loss of 10% of the shares of LIC Holdings and the rights and remedies to a shareholder related thereto.

WHEREFORE, Plaintiff prays for a judgment for damages against Defendants BERNSTEIN and LIC Holdings, Inc. for the damages caused by the fraudulent conduct of BERNSTEIN as described herein, together with reasonable costs, pre-judgment interest and any other relief this Court deems just and proper.

COUNT V - CIVIL CONSPIRACY
(Against Simon Bernstein and Ted Bernstein)

58. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 34, and Counts III and IV, paragraphs 47 through 57, inclusive.

59. SIMON BERNSTEIN and TED BERNSTEIN, individually and as officers and majority shareholders of LIC Holdings and ARBITRAGE, knowingly, willfully, intentionally, and maliciously conspired, agreed, combined and confederated with each other to make fraudulent, false and misleading statements to STANSBURY intended to induce STANSBURY to continue his employment relationship with LIC Holdings and/or ARBITRAGE during 2008 and thereafter, without ever intending to authorize payment to STANSBURY for the amounts he was due, a relationship that generated substantial revenue for LIC Holdings and/or ARBITRAGE and, ultimately, SIMON BERNSTEIN and TED BERNSTEIN.

60. SIMON BERNSTEIN and TED BERNSTEIN, individually and as officers and majority shareholders of LIC Holdings and ARBITRAGE, knowingly, willfully, intentionally, and maliciously conspired, agreed, combined and confederated with each other to make fraudulent, false and misleading statements to STANSBURY intended to induce STANSBURY to delay pursuing his right to payment for all amounts due him until such time after SIMON BERNSTEIN and TED BERNSTEIN had converted and diverted corporate assets rendering LIC Holdings, and possibly ARBITRAGE, insolvent and uncollectible.

61. SIMON BERNSTEIN and TED BERNSTEIN, individually and as officers and majority shareholders of LIC Holdings and ARBITRAGE, knowingly, willfully, intentionally, and maliciously conspired, agreed, combined and confederated with each other to fraudulently induce STANSBURY, through false and misleading statements, to surrender and cede, without fair value payment, his 10% interest in LIC Holdings.

62. The numerous fraudulent, false and misleading statements made by SIMON BERNSTEIN and TED BERNSTEIN were all overt acts in furtherance of the conspiracy.

63. STANSBURY was injured thereby in that, as a proximate result of the conspiratorial conduct of SIMON BERNSTEIN and TED BERNSTEIN, he continued in his employment with LIC Holdings and/or ARBITRAGE, without payment of the compensation due him, he delayed pursuit of his right to collect the amounts due him, and ceded his 10% interest in LIC Holdings.

WHEREFORE, Plaintiff prays for judgment against Defendants, SIMON BERNSTEIN and TED BERNSTEIN, jointly and severally, for damages in excess of $1,500,000.00 together with prejudgment and post-judgment interest; for the imposition of an equitable lien and constructive trust on the Bernstein real estate described in paragraph 45 and Exhibit "B" as more fully set forth in Counts VII and VIII of this Second Amended Complaint;

for his court costs herein expended; and for such other relief as the Court may deem just and proper. STANSBURY reserves the right to move to amend to request punitive damages in accordance with Florida Law.

COUNT V - CIVIL THEFT
(Against ARBITRAGE INTERNATIONAL MARKETING, LLC)

64. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 63, inclusive.

65. This is an action for Civil Theft under Chapter 772, Florida Statutes, more specifically §772.11, Fla.Stat.

66. In February, 2012 and March, 2012, Defendant ARBITRAGE intercepted two separate checks made payable to William STANSBURY intended as payment to STANSBURY for matters arising wholly outside his business transactions with the BERNSTEINS, LIC Holdings and ARBITRAGE.

67. Notwithstanding that the checks made payable to William STANSBURY was for sums due STANSBURY by a third party not in connection with the aforesaid business transactions, ARBITRAGE and/or someone acting on its behalf, caused the negotiation of STANSBURY's checks, wrongfully endorsing the checks and retaining the sums that should have been payable to STANSBURY.

68. As a result of the foregoing, Defendant ARBITRAGE has been guilty of criminal theft by conversion with the criminal intent to steal his money and deprive STANSBURY of his possession and use thereof.

69. Written demand for payment of all amounts due STANSBURY has been made to Defendants, more than 30 days preceding the filing of this Complaint, to no avail. A copy of the demand letter is attached hereto as Exhibit "A."

WHEREFORE, Plaintiff prays for judgment against Defendant, ARBITRAGE for three times the full amount of the checks made payable to STANSBURY, together with pre-judgment interest and post-judgment interest, attorneys' fees, court costs and any other relief this Court deems just and proper.

COUNT VII - CONVERSION

70. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 63, inclusive.

71. Further, during 2012, Defendants TED BERNSTEIN, SIMON BERNSTEIN, LIC Holdings, Inc., ARBITRAGE, or someone acting on their behalves, received and cashed in excess of $30,000.00 worth of commission checks otherwise payable to Plaintiff.

WHEREFORE, Plaintiff prays for judgment for damages against Defendant, ABRITRAGE, SIMON BERNSTEIN, LIC Holdings, Inc. and TED BERNSTEIN, together with pre-judgment interest and post-judgment interest, court costs and any other relief this Court deems just and proper.

COUNT VIII - UNJUST ENRICHMENT
(LIC Holdings, ARBITRAGE, SIMON BERNSTEIN and TED BERNSTEIN)

72. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, paragraphs 1 through 65, above.

73. STANSBURY conferred a benefit on LIC Holdings, ARBITRAGE, SIMON BERNSTEIN and TED BERNSTEIN by continuing his employment relationship with LIC Holdings and/or ARBITRAGE as a direct and proximate result of the fraudulent representations of SIMON BERNSTEIN and TED BERNSTEIN, as more fully set forth in Count III herein.

74. STANSBURY's continued employment resulted in the generation of substantial revenue for LIC Holdings and/or ARBITRAGE, which was then diverted and converted by the BERNSTEINS for their own personal use to the financial detriment of STANSBURY.

75. LIC Holdings, ARBITRAGE, SIMON BERNSTEIN and TED BERNSTEIN, as officers and majority shareholders of LIC Holdings and ARBITRAGE, had knowledge of the benefit of STANSBURY's continued employment with LIC Holdings and/or ARBITRAGE as they fraudulently induced STANSBURY to continue his productive employment activity while never intending to pay him the compensation he was due.

76. LIC Holdings, ARBITRAGE, SIMON BERNSTEIN and TED BERNSTEIN accepted the revenues generated by STANSBURY in his capacity as employee.

77. There exists no adequate remedy at law as the conduct of the BERNSTEINS in diverting and converting the corporate assets of LIC Holdings and/or ARBITRAGE has resulted in the insolvency of LIC Holdings and possibly ARBITRAGE.

78. The circumstances are such that it would be inequitable for LIC Holdings, ARBITRAGE, SIMON BERNSTEIN and TED BERNSTEIN to retain the benefits of the STANSBURY's productive revenue-generating labor without paying fair value for it.

WHEREFORE, Plaintiff prays for judgment against Defendants, LIC Holdings, Inc., ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, SIMON BERNSTEIN and TED BERNSTEIN, jointly and severally, in an amount in excess of $1,500,000.00 which the evidence shows Plaintiff is entitled for the fair value of the services Plaintiff provided to LIC Holdings and ARBITRAGE , together with prejudgment and post-judgment interest; for his court costs herein expended and for such other relief as the Court may deem just and proper.

COUNT IX - EQUITABLE LIEN
(As to SIMON BERNSTEIN, TED BERNSTEIN, BERNSTEIN FAMILY REALTY, LLC and SHIRLEY BERNSTEIN TRUST AGREEMENT)

79. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, the allegations set forth in paragraphs 1 through 34, paragraph 45 and Counts III and VII, above.

80. STANSBURY has alleged essential facts in his General Allegations and Count III that show that SIMON BERNSTEIN and TED BERNSTEIN committed fraud by fraudulently inducing STANSBURY to continue in an employment relationship that proved to be highly lucrative for SIMON BERNSTEIN and TED BERNSTEIN.

81. STANSBURY has alleged essential facts in his General Allegations and Count VII that show that SIMON BERNSTEIN and TED BERNSTEIN were unjustly enriched by STANSBURY's uncompensated continued employment with LIC Holdings and/or ARBITRAGE.

82. The conduct of the BERNSTEINS in depleting the corporate assets of LIC Holdings and ARBITRAGE for their personal benefit by causing the corporation or corporations to make exorbitant and inappropriate distributions to themselves, family members, and BERNSTEIN FAMILY REALT, LLC and SHIRLEY BERNSTEIN TRUST AGREEMENT, at the expense of corporate creditors such as STANSBURY, rendered LIC Holdings and possibly ARBITRAGE insolvent. Therefore STANSBURY has no adequate remedy at law.

83. BERNSTEIN FAMILY REALTY, LLC and SHIRLEY BERNSTEIN TRUSTA AGREEMENT were the transferees of some of the corporate assets of LIC Holdings and/or

ARBITRAGE wrongfully diverted and converted by the BERNSTEIN and thus are proper parties to this action and this Count.

84. An equitable lien on the real estate described in paragraph 45 herein and Exhibit "B" attached hereto is justified as an equitable remedy for the wrongful conduct of the BERNSTEINS.

WHEREFORE, Plaintiff prays for the Court to declare and establish an equitable lien in favor of Plaintiff in an amount equal to the funds wrongfully diverted, on the property described in paragraph 45 and Exhibit "B" attached hereto, and on all other assets of the Defendants named in this Count IX, or third parties as yet unknown, which assets have been purchased wholly or in part, improved or benefitted by the diverted funds due Plaintiff, together with his costs herein expended, and such other and further relief as this Court may deem just and proper.

COUNT X - CONSTRUCTIVE TRUST
(As to SIMON BERNSTEIN, TED BERNSTEIN, BERNSTEIN FAMILY REALTY, LLC and SHIRLEY BERNSTEIN TRUST AGREEMENT)

85. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 79 through 84 above.

WHEREFORE, Plaintiff prays for the Court to declare and establish a constructive trust in favor of Plaintiff on the property described in paragraph 45 and Exhibit "B" attached hereto in an amount equal to the funds wrongfully diverted and on all assets of Defendants or third parties as yet unknown, which assets have been purchased wholly or partly, improved or mortgaged by the diversion of said funds due Plaintiff. Plaintiff further prays for an award of court costs and such other and further relief as the Court may deem just and proper.

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that the above and foregoing has been forwarded via e-mail service at mrmlaw@comcast.net; and mrmlaw1@gmail.com to Mark R. Manceri, Esq., Mark R. Manceri, P.A., *Attorney for Donald Tescher and Robert Spallina as Co-Personal Representatives,* 2929 E. Commercial Blvd., Suite 702, Fort Lauderdale, FL 33308; at arose@pm-law.com and mchandler@pm-law.com to Alan Rose, Esq., PAGE, MRACHEK, *Attorneys for Defendants, Ted Bernstein, LIC Holdings, Inc. and Arbitrage International Management, LLC,* 505 So. Flagler Drive, Suite 600, West Palm Beach, FL 33401, on this 3rd day of September, 2013.

PETER M. FEAMAN, P.A.
3615 W. Boynton Beach Blvd.
Boynton Beach, FL 33436
Telephone: (561) 734-5552
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By: _____
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June 20, 2012

Via Certified Mail, Return Receipt Requested

PERSONAL and CONFIDENTIAL
Mr. Ted Bernstein, President
LIC Holdings, Inc.
950 Peninsula Corp Circle
Suite 3010
Boca Raton, FL 33487

Re: William (Bill) Stansbury

Dear Mr. Bernstein:

The undersigned represents William (Bill) Stansbury and we are writing this letter on his behalf. Mr. Stansbury received your proposed letter agreement reflecting LIC Holdings' proposal to indemnify its shareholders concerning policies sold under the Cambridge Financing Program. As a result of your proposal, Mr. Stansbury has reviewed with me in detail his dealings with you and your companies over the past 4 to 5 years.

After reviewing the facts with Mr. Stansbury, some of which will be summarized below, I was shocked that he had not consulted legal counsel until now. Be that as it may, and based upon the facts presented to us, we believe you have engaged in fraud, civil theft, breaches of fiduciary duties, and breach of contract, just to name a few. The purpose of this letter is to a). respond to your indemnity proposal and b). request that you pass this letter on to your counsel immediately in the off-chance that these very serious matters can be resolved prior to the filing of legal action. The issues can be summarized as follows:

1. The first issue concerns you and your company's failure to pay salary compensation to Mr. Stansbury. Mr. Stansbury has been making inquiries concerning this for the past 5 months, but to no avail. Mr. Stansbury's claim for unpaid salary arises from three categories:

EXHIBIT A

a. Failure to pay salary based on net retained commissions.

i. Based upon reports prepared by your company for the period of 2007 through 2011, LIC Holdings, Inc. and/or Arbitrage International Holdings, n/k/a Arbitrage International Management, LLC, received $35,384,246.00 in net retained commissions. According to Mr. Stansbury's salary arrangement, he is entitled to 15% of those net retained commissions, which amounts to $5,307,636.90. During this time period, Mr. Stansbury's salary compensation was $2,844,910.00. The shortfall in salary owed to Mr. Stansbury is $2,462,726.90.

ii. There is salary compensation owed to Mr. Stansbury as a result of bridge loans in 2008. You received a $2,000,000.00 settlement in 2010 resulting from the resolution of a lawsuit involving Global Secured Capital. Mr. Stansbury is entitled to 15% of those funds, which is $300,000.00.

iii. In addition, you received $507,891.00 in commissions in connection with the Biviano matter. Mr. Stansbury is entitled to 15% of those funds, which is $76,183.65.

iv. In April of 2012, you received three commissions totaling approximately $200,000.00 in the Levine, Wiss and Berley matters. Mr. Stansbury has been requesting payment of this for weeks, again to no avail. Mr. Stansbury is due salary compensation for these items in the amount of $30,000.00.

Therefore, Mr. Stansbury's total claim for salary arising out of net retained commissions is approximately $2,868,910.55.

The liability for payment of this salary is not limited to LIC Holdings, Inc. or Arbitrage International Management, LLC. This liability also flows to you individually as a result of your breaches of your fiduciary duty owed to Mr. Stansbury and utter failure to abide by corporate governance standards, which conduct is more particularly described below.

b. Mr. Stansbury is also due unpaid salary based on 15% of all renewal commissions since 2008. Mr. Stansbury's salary claim for renewal commissions cannot as yet be determined with specificity due to the fact that you and your office have been opening mail directed to Mr. Stansbury and negotiating checks made payable to him by falsifying his endorsement and depositing those checks into accounts which only you control. This conduct constitutes civil theft and breach of fiduciary duty. We believe this claim amounts to hundreds of thousands of dollars.

c. Salary compensation for 2008. Mr. Stansbury has recently learned that you and Mr. Simon Bernstein received $8,982,124.00 in salary in 2008. By contrast, Mr. Stansbury received $420,018.00, paid to him in January 2008, based on policies sold in 2007. He received zero (no salary compensation) for his 2008 production. It is obvious that you and Simon treated your corporations as personal ATM machines, while completely ignoring your fiduciary

responsibilities to your employee and minority shareholder, Mr. Stansbury. It further appears that after the exorbitant salaries were paid to you, you then loaned the money back to the corporation at an interest rate significantly above market rates in order to meet the cash flow needs of the various entities, again, clearly disregarding your corporate governance responsibilities.

2. Indemnification issues.

Mr. Stansbury has been served with three lawsuits from Phoenix Insurance Company and one from Mr. Wright seeking indemnification as a result of agent misconduct which was in no way attributable to the conduct of Mr. Stansbury. Although all of these matters have been settled, because he was the qualifying agent of record for other policies, he could be the subject of future litigation for refunds of commissions paid. All of these commissions were paid over to you or your companies.

The Indemnification Agreement which you sent to Mr. Stansbury is completely insufficient. You have a duty as a matter of law to indemnify Mr. Stansbury. Your offer of future indemnity is contingent upon "all" commissions that have been received by LIC's present or past shareholders be turned over to LIC. This is nothing short of extortion. Further, your second paragraph states that LIC is "presently insolvent" and has a "negative net worth." You then conclude with the sentence that with the indemnification agreement in place, LIC "may" have sufficient funds to meet its current obligations. Therefore, a simple indemnification from LIC Holdings to Mr. Stansbury is insufficient. Any such indemnification would have to be personally guaranteed by you and Mr. Simon Bernstein.

3. Unauthorized interception of U.S. Mail.

I have been given the understanding that your office has been opening mail directed to Mr. Stansbury personally. This is a federal offense and also constitutes a breach of the fiduciary duty you owe to Mr. Stansbury as an employee and minority shareholder.

There has been no accounting to Mr. Stansbury for any of the checks which may have been sent to him personally on which his signature has been forged, the checks cashed and placed out of the reach of Mr. Stansbury. In 2012, Mr. Stansbury has been receiving checks from Phoenix Life Insurance Company and TransAmerica Life Insurance Company. Mr. Stansbury has been holding these checks. They have now been remitted to the undersigned as attorney for Mr. Stansbury. This office is holding these funds in a separate interest-bearing trust account pending the resolution of this matter.

With regard to all of the other insurance companies for whom Mr. Stansbury is listed as the qualifying agent, he has now informed those companies that all future renewal commissions paid to him personally be sent to Mr. Stansbury at his home address. These funds will then be remitted to the undersigned counsel of record for Mr. Stansbury. We will place these funds in a separate interest-bearing trust account as well. Any attempts by you to contact these insurance

companies will be considered a tortious interference of his business relationship and such activity will be added as a claim in any future legal proceedings.

4. Shareholder status.

Mr. Stansbury has been a 10% shareholder of LIC Holdings, Inc., pursuant to the terms of a Shareholders Agreement. On behalf of Mr. Stansbury, demand is hereby made, pursuant to Florida Statute 607.1602, for inspection of the corporate records including the following:

I. Minutes of the Board of Directors meetings from January 1, 2008 to the present.

II. Minutes of Shareholders' meetings from January 1, 2008 to the present.

III. Records of any actions taken by the Shareholders and/or the Board of Directors without a meeting, from January 1, 2008 to the present.

IV. Accounting and financial records of LIC Holdings, Inc., Arbitrage International Management, LLC, formerly known as Arbitrage International Holdings, LLC, and all other subsidiary or affiliated companies under your control, including, without limitation, income tax returns, general ledgers, balance sheets, profit and loss statements, stock books, bank statements, loan agreements or guarantees, and any other financial books and records from January 1, 2008 to the present.

Mr. Stansbury is seeking to inspect these records in good faith and for the purpose of determining if misappropriation of corporate assets for improper purposes has previously taken or is presently taking place.

I have been made aware of a letter dated December 22, 2011 in which Mr. Stansbury purportedly "ceded" his shares of stock in LIC Holdings, Inc. back to the company. This letter was obtained under false pretenses and is not recognized by Mr. Stansbury as validly conveying his ownership interest in LIC Holdings, Inc.

Please have your legal counsel contact us within ten (10) days. Should we fail to receive a response within that time, Mr. Stansbury will take legal action to protect his rights and interests.

Very truly yours,

PETER M. FEAMAN, P.A.

By: Peter M. Feaman

Peter M. Feaman

PMF/mk
cc: William Stansbury
CC Riggs (e-mail)

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mr. Ted Bernstein, Pres.
LIC Holdings, Inc.
950 Peninsula Cap. Cir.
Suite 3010
Boca Raton, FL 33487

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by (Printed Name) | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7011 0110 0000 6015 5239

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

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739 So.2d 138
Milan DAVICH, Jr., Appellant,
v.
NORMAN BROTHERS NISSAN, INC., etc., et al., Appellees.

No. 98-1608.
District Court of Appeal of Florida, Fifth District.
July 16, 1999.
Rehearing Denied August 17, 1999.

[739 So.2d 139]

Charles L. Steinberg, Orlando, for Appellant.

W. Scott Powell and Larry M. Roth, of Roth, Edwards & Smith, P.A., Maitland, for Appellees.

UPON MOTION FOR REHEARING

PETERSON, J.

The appellant, Milan Davich, Jr., has moved for rehearing and clarification regarding certain discovery issues. We grant the motion, withdraw our previous opinion, and issue the following in its place.

Milan Davich, Jr., appeals a final summary judgment dismissing his complaint against Norman Brothers, Inc. (Norman Brothers) and Nissan Motor Company in USA (Nissan) for equitable rescission, violation of the Florida Deceptive and Unfair Trade Practices Act, section 501.201, et seq., Florida Statutes (1991) (FDUTPA), and fraud and deceit.

This controversy began when Davich discovered that the new black 1991 Nissan Sentra automobile that he had purchased from Norman Brothers appeared to have paint damage. Davich contends the paint damage existed at the time of purchase and was caused by acid rain fallout. The paint damage is undetectable without careful inspection and went unnoticed until Davich attempted to eliminate the "water spots" on the paint by polishing it a short time after the purchase. Norman Brothers and Nissan attempted to replace Davich's vehicle but were unable to find an undamaged vehicle of the same particular color and model. Finally, Nissan offered to replace the vehicle with the next year's model, if Davich would pay for mileage charges and the increase in price of the

[739 So.2d 140]

next year's model. Davich rejected this offer, opining that he should not be forced to pay for Norman Brothers' deceit. Davich then brought the instant suit.

Davich alleged in count IV of his complaint that there was a conspiracy between Nissan and Norman Brothers from 1991 until the Fall of 1992 to sell cars damaged by acid rain fallout to the general public, that such damage was concealed from the public, and that Davich was a victim of this conspiracy. Based on such allegations, Davich sought discovery from Nissan of all documentation pertaining to the sale of Nissan vehicles to its dealers, including Norman Brothers, for the time period in question where the paint was either damaged or affected by a foreign substance consistent with acid rain, fall out, or other environmental damage. The trial court ordered a limited production of the documentation requested by Davich, restricting discovery to 1990 and 1991 vehicles sold by Nissan to Norman Brothers on or before March 23, 1991, the date Davich took delivery of his car. We find that the trial court erred in limiting the production of the documentation regarding vehicles sold by Nissan to Norman Brothers for the time period requested, i.e., 1990 to Fall of 1992, because this evidence is relevant to Davich's contention that Nissan and Norman Brothers were aware of acid rain damage to many of its vehicles but conspired to sell them as new and undamaged.

Discovery in civil cases must be relevant to the subject matter of the case and must be admissible or reasonably calculated to lead to admissible evidence. *Allstate Ins. Co. v. Langston,* 655 So.2d 91 (Fla.1995); Fla. R. Civ. P. 1.280(b)(1). The concept of relevancy is broader in the discovery context than in the trial context and a party may be permitted to discover relevant evidence that would be inadmissible at trial, so long as it may lead to the discovery of admissible evidence. *Amente v. Newman,* 653 So.2d 1030 (Fla.1995); *see also Balas v. Ruzzo,* 703 So.2d 1076 (Fla. 5th DCA 1997), *rev. denied,* 719 So.2d 286 (Fla.1998). And of necessity, wide latitude should be permitted in seeking evidence of fraud since positive proof of the tort is generally not to be expected. *Suntogs of Miami, Inc. v. Burroughs Corp.,* 433 So.2d 581 (Fla. 3d DCA 1983) (in fraud action against seller of computer system for alleged misrepresentations as to compatibility of computer with software package, information as to possible problems another buyer had with similar system was relevant and discoverable, as reasonably calculated to lead to discovery of admissible evidence, even though information itself may have been inadmissible at trial; information went to material element of fraud claim that seller and its agents had actual or constructive knowledge of problems with system prior to sale in question), *quashed on other grounds,* 472 So.2d 1166 (Fla.1985); *Continental Mortgage Investors v. Village By The Sea, Inc.,* 252 So.2d 833 (Fla. 4th DCA 1971) (in a mortgage foreclosure action, discovery was permitted as to details of the lender's prior transactions with others when usury was a possible defense and those prior transactions might have shown a general modus operandi). See also *Saunders v. Florida Keys Elec. Co-op. Ass'n,* 471 So.2d 88 (Fla. 3d DCA 1985) (evidence of similar incidents is relevant for discovery and admissible at trial for purposes of showing existence of a danger or defect and notice or knowledge thereof), *rev. denied,* 482 So.2d 348 (Fla. 1986); *Volusia County Bank v. Bigelow,* 45 Fla. 638, 33 So. 704, 707 (1903) ("Fraud assumes so many shapes, disguises, and subterfuges that courts always afford a latitude of evidence by admitting anything at all connected with the transaction in which it is alleged to exist, in order that it may be detected and exposed, for the safety of society and the benefit of morals"); *West Florida Land Co. v. Studebaker,* 37 Fla. 28, 19 So. 176 (1896) (where fraud in the purchase or sale of property is in issue, other frauds of like character, committed

[739 So.2d 141]

by the same parties at or near the same time are admissible).

Additionally, discovery should not be limited to production of documentation, and we direct the trial court on remand to allow Davich to utilize all forms of discovery, including depositions, interrogatories, and requests for admission if such forms are helpful to Davich in attempting to prove his allegations of fraud and conspiracy.

Discovery regarding Nissan sales to other dealers in the U.S.A., however, is not relevant to Davich's claim of conspiracy between Nissan and Norman Brothers, and we find the trial court properly restricted discovery as to other dealers.

We vacate the summary judgment based on our conclusion that the trial court abused its discretion in denying Davich the opportunity to obtain possible support for his actions under FDUTPA and for fraud and deceit. We also vacate the judgment because genuine issues of material fact continue to exist including, inter alia, whether Norman Brothers, in selling a new car, impliedly and falsely represented that the paint finish was undamaged[1], whether Davich's car was damaged by acid rain, whether Norman Brothers violated the FDUTPA[2] by concealing such alleged damage[3], and whether Norman Brothers fraudulently concealed such alleged condition[4]. All these issues were raised by Davich and a review of the record fails to resolve them.

Notwithstanding, we are concerned about the sustainability of Davich's request for equitable rescission. Davich continues to drive the Nissan and had accumulated considerable

mileage on it by the time of the hearing in 1995. The car has also been damaged by hail for which Davich received insurance payments but did not carry out any repairs. If, upon remand, Davich is able to prevail on his fraud counts, rescission would not be the proper remedy because the parties could not be placed in their pre-sale positions due to the damage and depreciation of the vehicle. *Bush v. Palm Beach Imports, Inc.*, 610 So.2d 68 (Fla. 4th DCA 1992).

Lastly, we find no merit in the appellee's position that the economic loss rule bars Davich's counts for fraud. Davich is contending that he was fraudulently induced into entering the contract of purchase. Fraudulent inducement is not barred by the economic loss rule. *HTP, Ltd. v. Lineas Aereas Costarricenses,* 685 So.2d 1238 (Fla.1996); *La Pesca Grande Charters, Inc. v. Moran,* 704 So.2d 710 (Fla. 5th DCA 1998).

We vacate the judgment and remand for further proceedings consistent with this opinion.

[739 So.2d 142]

JUDGMENT VACATED; REMANDED.

COBB and GRIFFIN, JJ., concur.

Notes:

1. *Orange Motors of Coral Gables, Inc. v. Dade County Dairies, Inc.*, 258 So.2d 319 (Fla. 3rd DCA 1972) (every buyer has the right to assume his new car, with the exception of minor adjustments, will be mechanically new and factory furnished, operate perfectly, and be free of substantial defects, especially in view of the high powered advertising techniques of the auto industry), *cert. denied,* 263 So.2d 831 (Fla.1972).

2. We further direct the trial court to allow Davich to amend Count IV to add a FDUTPA violation claim against Nissan as well.

3. *Delgado v. J.W. Courtesy Pontiac GMC-Truck, Inc.*, 693 So.2d 602 (Fla. 2d DCA 1997) (buyers stated claim under FDUTPA by alleging that purchase of vehicle from seller was a consumer transaction and that seller's failure to disclose fact that vehicle had been damaged and repaired constituted a deceptive act); *Suris v. Gilmore Liquidating, Inc.*, 651 So.2d 1282 (Fla. 3d DCA 1995) (automobile buyer created a jury question concerning the deceptive or misleading nature of dealer's acts under FDUTPA by alleging that dealer misrepresented true price of car, as well as value of trade-in).

4. *Nessim v. DeLoache,* 384 So.2d 1341 (Fla. 3d DCA 1980) (issue of fraud is not ordinarily a proper subject for summary judgment because, being a subtle matter, fraud requires a full explanation of facts and circumstances of alleged wrong to permit determination whether they collectively constitute fraud, and for that reason such determination is seldom one that can be made in a legally sufficient manner without trial).

Page 551
88 So.2d 551
CHARLES SALES CORP., a Florida corporation, Petitioner,
v.
Ben ROVENGER, Respondent.
Supreme Court of Florida, Special Division A.
June 15, 1956.

Page 552

Kommel & Rogers, Miami Beach, for petitioner.

Patton & Kanner, Miami, for respondent.

HOBSON, Justice.

This is a petition for certiorari filed by Charles Sales Corporation, defendant below, to review an order of the circuit court, sitting in chancery, overruling certain objections to interrogatories propounded by the plaintiff. For an understanding of the matter involved, it is first necessary to review what has thus far transpired in the case.

The plaintiff in this equity suit seeks an accounting, to determine and recover money due under certain alleged employment contracts with the defendant. The complaint alleges that from July, 1951, to November, 1952, the parties agreed that the plaintiff, as a salesman for defendant, was to receive a commission to be calculated on a sliding scale of percentages based upon gross profits to the defendant corporation. It is alleged that in November, 1952, the plaintiff discovered that the defendant had not paid the proper rate of commission based upon the gross profit derived from the sale of certain articles. It is further alleged that the defendant admitted the improper calculation of the commissions and agreed to give the plaintiff an accounting, and that although the promised accounting was never rendered, the defendant in July, 1953, paid the plaintiff $2,000 on account of the extra amount due him.

In November, 1952, the complaint continued, the parties expressed dissatisfaction with the terms of the employment because of the necessity for the many computations upon individual sales, and a new agreement was entered for the year 1953, whereunder the plaintiff was to be paid a weekly salary and expense account plus 20% of the net profits before the computation of corporate income taxes at the end of the calendar year. The plaintiff states that during 1953 he received $5,000 on account of his right to 20% of the profits but that he never received the promised accounting.

It is further alleged that at the end of the year 1953 the parties altered the salary and expense account agreement but adhered to the 20% commission agreement, and that plaintiff received a payment of $2,000 in 1954 on account of his commissions but never received the promised accounting.

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An accounting is sought in equity because of the alleged complexity of the transactions extending over a long period of time, the necessity of discovering facts known only to defendant, and the fiduciary relationship which existed between the parties.

Defendant moved to dismiss the complaint for failure to state a claim cognizable in equity and because plaintiff had an adequate remedy at law. The motion was denied, and defendant answered, denying that the contracts of employment were those set forth in the complaint and alleging that the sums paid to the plaintiff during 1953 and 1954 in addition to salary were bonuses voluntarily given.

Defendant also filed a counterclaim, which need not concern us here.

Subsequently, plaintiff propounded to defendant the interrogatories in question, requesting, in substance, that defendant state the following:

(a) The cost for the period from July 1, 1951 to November 30, 1952, of every item sold by the defendant through the agency of the plaintiff, the preferential discounts obtained by defendant from its suppliers and the percentage of profit derived by the defendant from each sale.

(b) For the period from January 1, 1953 to December 31, 1953, and also for the period from January 1, 1954 to December 31, 1954.

1. Gross sales (with supporting schedules)

2. Returned sales and allowances (with supporting schedules)

3. Net sales

4. Costs of goods sold, indicating:

a. Inventory as of January 1, 1953, 1954

b. Merchandise purchased

c. Inventory as of December 31, 1953, 1954

5. Gross profit on sales

6. Selling expenses (with supporting schedules)

7. Net profit on operations before computation of corporate income taxes.

To these interrogatories defendant filed objections which, when stripped of verbiage, reveal two main grounds: (1) that the interrogatories are oppressive and unduly burdensome, and (2) that they are irrelevant to the issue in the cause, which is the nature of the contract of employment between plaintiff and defendant. As stated above, these objections were overruled, after hearing, by the order challenged here.

30 F.S.A. Rule 1.27, 1954, Florida Rules of Civil Procedure, under which the interrogatories were propounded, is similar to Rule 33 of the Federal Rules of Civil Procedure, 28 U.S.C.A., and contains similar cross-references to other rules which make it clear that the permissible scope of discovery by interrogatories to parties as wide as that available by deposition upon oral examination. Thus 'any matter, not privileged, which is relevant to the subject matter involved in the pending action' may be inquired into. Rules 1.27 and 1.21(b), 1954 Florida Rules of Civil Procedure. It will be noted that the test is relevancy to the subject matter of the action rather than to the precise issues framed by the pleadings. See 4 Moore's Federal Practice, Sec. 33.15, p. 2296 and Gutowitz v. Pennsylvania R. Co., D.C.E.D.Pa.1945, 7 F.R.D. 144. With this broad scope of discovery, however, safetyvalves must be and are provided. On seasonable objection by the party interrogated, the court may enter an appropriate protective order. Dilatory tactics by the use of such objections are not to be encouraged, and the trial court has a wide discretion in its treatment of discovery problems which we will not ordinarily disturb.

In the case before us, we cannot say that, as a matter of law, the interrogatories, or any of them, showed on their face that the party interrogated required

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the protection of the court from 'annoyance, expense, embarrassment, or oppression' under Rules 1.27 or 1.24(b). The burden of proving the validity of objections is, of course, upon the objecting party. Kainz v. Anheuser-Busch, Inc., D.C.N.D.Ill.1954, 15 F.R.D. 242; Pappas v. Loew's Inc., D.C.M.D.Pa.1953, 13 F.R.D. 471; Mall Tool Co. v. Sterling Varnish Co., D.C.W.D.Pa.1951, 11 F.R.D. 576; Glick v. McKesson & Robbins, Inc., D.C.W.D.Mo.1950, 10 F.R.D. 477; Bowles v. Safeway Stores, Inc., D.C.W.D.Mo.1945, 4 F.R.D. 469; Blanc v. Smith, D.C.S.D. Iowa 1943, 3 F.R.D. 182. We have before us no record of what transpired below at the hearing on the objections. We are

therefore unable to determine what, if any, showing was made by the defendants as to the size of its business, or the magnitude of the task of furnishing the information sought by the plaintiff. The record thus falls far short of that which would be required to show an abuse of discretion upon this aspect of the case.

Since there is no claim of privilege, the only point remaining to be considered is that of relevancy of the interrogatories at the present stage of the litigation. The defendant petitioner contends that the plaintiff is prematurely seeking discovery as to items of account before it has been established that he is entitled to an accounting. Is such discovery 'relevant to the subject matter' of the action? This resolves itself into the broader question of the propriety of allowing discovery before trial as to the relief sought.

The Supreme Court of the United States had occasion to consider this question in 1933 in Sinclair Refining Co. v. Jenkins Petroleum Process Co., 289 U.S. 689, 53 S.Ct. 736, 737, 77 L.Ed. 1449. Professor Moore quotes the following enlightening language from the opinion in that case, which, he states, is still good law under the Federal Rules (4 Moore's Federal Practice, Sec. 26.18, p. 1072):

'The remedy of discovery is as appropriate for proof of a plaintiff's damages as it is for proof of other facts essential to his case. * * *

* * *

* * *

'There are times when a suit is triable in separate parts, one affecting the right of liability, and the other affecting the measure of recovery. In suits of that order a discovery as to damages will commonly be postponed till the right or liability has been established or declared. * * *

'A different situation is presented where the action is at law and is triable by judge and jury. There interlocutory judgments are unknown * * *. In such circumstances damages may be proved with the aid of a discovery, if the complication of accounts of other practical impediments make it necessary that the evidence be sifted in advance. * * *

* * *

* * *

'To hold that the plaintiff in an action at law may have discovery of damages is not to say that the remedy will be granted as of course, or that protection will not be given to his adversary against impertinent intrusion. * * * It is all a matter of discretion. * * *'

As an example of a suit triable in separate parts, Professor Moore refers to a patent infringement suit where the plaintiff seeks an injunction and an accounting. In such a suit, the court will not ordinarily permit the plaintiff to obtain discovery as to the accounting until after the question of whether the plaintiff has a right to an accounting has been determined. See Zenith Radio Corp. v. Dictograph Products Co., Inc., D.C.D.Del.1947, 6 F.R.D. 597, and the numerous federal cases in accord cited in 4 Moore Section 26.18, p. 1072, n. 2.

Is the instant case, like a patent case, triable in two separate parts? In Manning v. Clark, Fla., 56 So.2d 521, 523, we said, speaking of the ordinary equity suit for an accounting:

'It is well settled that in suits for an accounting, where the answer does not admit the allegations of the complaint

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and there is no consent to entry of a decree, the proper practice is for the court to determine the initial question of plaintiff's right to an accounting, and an accounting may then be decreed if the finding is in favor of plaintiff upon the preliminary issue. Warden v. Richardson, 203 Okl. 474, 223 P.2d 338; Ewalt v. Hudson, Mo.App., 223 S.W.2d 132; Larson v. Crescent Planing Mill Co., Mo.App., 218 S.W.2d 814; Jackson v. Elmont Cemetery, Sup., 80 N.Y.S.2d 407; Harris v. Young, 298 Ill. 319,

131 N.E. 670; 1 Am.Jur. 306; 1 C.J.S., Accounting, § 40, p. 680.'

It thus appears that the question must be answered in the affirmative, and that discovery as to the accounting must be deferred until the preliminary issue of the right to the accounting is settled.

Plaintiff contends, however, that he must prove, among other things, the complicated nature of the account, to remain in equity, and that the interrogatories are directed to this end. But a review of the interrogatories reveals that they are directed to actual money amounts, not to the nature of the contracts or the number of sales or character of the records kept. The complicated nature of the accounts may be subjected to discovery and proved without seeking compilations of figures which anticipate the accounting and which will be useless if the plaintiff cannot prevail upon the preliminary issue. We are constrained to hold, therefore, that the order overruling the objections at this stage of the case was in error.

Certiorari is granted, the challenged order is quashed, and the cause is remanded for further proceedings not inconsistent with this opinion, without prejudice to the plaintiff to propound further interrogatories or employ other methods of discovery not in conflict with the principles we have stated above.

So ordered.

DREW, C. J., THORNAL, J., and PRUNTY, Associate Justice, concur.

Page 743
173 So.2d 743

Arthur G. CARSON and Myrtis E. Carson, et al., Appellants,
v.
The CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida, Appellee.

Nos. 5407, 5409.
District Court of Appeal of Florida, Second District.
April 7, 1965.

Carl V. Wisner, Jr., Ft. Lauderdale, for appellants.

C. Shelby Dale, City Atty., and James E. Edwards, Asst. City Atty., Ft. Lauderdale, for appellee.

ALLEN, Judge.

This is an interlocutory appeal filed by plaintiff-appellants seeking review of a pretrial order of the circuit court sustaining objections to interrogatories and requests for admissions propounded by the plaintiffs in this action in equity.

The defendant-City was served with 205 written interrogatories and 59 requests for admissions. The objections to both the

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interrogatories and requests for admissions were identical, and were phrased as follows:

'1. The Requests are absurdly onerous and burdensome.

'2. The Requests call for numerous admissions of fact, mixed with conclusions of law, statements of ultimate fact, matters within the knowledge exclusively of the Plaintiffs, technical and scientific research and conclusions, and require an enormous amount of research.

'3. It is not clear whether the time period stated is the period to answer or the period when the facts were supposed to be true.

'4. The Defendant has already fully answered the complaint under the rules.

'5. The Requests go far beyond simple statements of fact and admissions of documents and require elaborate and complicated conclusions which are the province of the Chancellor, after hearing all the evidence. * * *

'6. Plaintiffs are seeking to cast most the entire burden of proving their case on the Defendant.

'7. If it is the intention of the Plaintiffs that the period of time stated in the request relates to the time when the facts were supposed to be true, then the Plaintiffs have not set a time in which to reply to the admissions, contrary to Rule 1.30 of the Florida Rules of Civil Procedure.'

On the basis of the above and an accompanying affidavit of an assistant city engineer to the effect that answers to the interrogatories and requests would require a considerable amount of research and expense, the trial court found all of the inquiries to be improper. The order rested largely on Objection Number 2, supra. It was enterd without prejudice to the plaintiffs proposing other interrogatories. This appeal followed.

It is well recognized that in matters was entered without prejudice to the plaintiffs with wide discretion, and their treatment of problems arising thereunder ordinarily will not be disturbed. Charles Sales Corp. v. Rovenger, Fla.1956, 88 So.2d 551. Equally well recognized, however, is that the burden of proving the validity of objections is upon the objecting party. Id.

The extent of this burden has not been developed in Florida case law, but in view of the

fact that the federal rules dealing with interrogatories and requests for admissions are almost identical with our state rules pertaining to such inquiries, decisions of the federal courts, as well as comments by text writers on the federal rules, are in point. Accordingly, we look to them in ascertaining the application of our state rules, i. e., Rules 1.27 and 1.30, Fla.R.Civ.P., 30 F.S.A.

With respect to objections to interrogatories, Professor Moore, in his work on federal practice, 4 Moore, Federal Practice, § 33.27, at 2336 (2d ed. 1963), has this to say:

'Objections to interrogatories must be sufficiently specific that the court may, in considering such objections with interrogatories propounded, ascertain therefrom their claimed objectionable character; general objections to interrogatories, as that they will require the party served to make research and compile data, or that they are unreasonably burdensome, oppressive and vexatious, or that they seek information which is easily available to the interrogating party as to the objecting party, or that they would cause annoyance, expense, and oppression to the

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objecting party without serving any relevant purpose to the issue, are insufficient.'

In United States v. Nysco Laboratories, Inc., 26 F.R.D. 159, 161 (E.D.N.Y.1960), the federal district court observed that under Rule 33, Fed.R.Civ.P., 28 U.S.C.A., written objections to interrogatories may be served 'thereto.' The court then went on:

'The word 'thereto' refers to a particular interrogatory or class of interrogatories, not to the interrogatories in general. In other words, the objections must be specific and supported by a detailed explanation why the interrogatory or class of interrogatories are objectionable.' (Emphasis added.)

See also Woods v. Kornfield, 9 F.R.D. 196 (M.D.Pa.1949); and Bowles v. Safeway Stores, Inc., 4 F.R.D. 469 (W.D.Mo.1945).

We are of the view that Rules 1.27 and 1.30, Fla.R.Civ.P., 30 F.S.A., contemplate the same burden being imposed on an objecting party. Clearly, the 'blanket' objections filed by the City did not sustain that burden. However, as noted by the court in the Nysco case, supra, the court may, even though the method of procedure is improper, examine the interrogatories and objections and make its rulings thereon in the interest of expediency. Such a step, the court goes on to say, would entail the court's selecting from among the propounded interrogatories (or requests for admissions), the particular questions to which the general objections applied.

This brings us to what we deem to be the problem at bar, that is, whether the plaintiffs' interrogatories and requests for admissions could be stricken in their entirety without any designation as to the applicability of the objections. Submission of supplemental memoranda on this point was requested of the parties.

The City cites us to Elgin Cooperative Credit Assn. v. American Employers Ins. Co. v. Doran, 17 Fed.Rules Serv. 33.318, Case 1, (D.C.Neb.1952). The court there allowed a rejection in toto of interrogatories on the ground that the few that might have been allowed to stand were presented 'in relation' to the objectionable questions, therefore they fell together.

In the cause before us, there was no finding that all of the propounded interrogatories and requests for adminissions were inextricably intertwined so that they had to stand or fall together. Therefore, we conclude that the trial court erred in rejecting plaintiffs' interrogatories and requests for admissions in their entirety without designating the applicability of the written objections thereto.

Reversed and remanded for further proceedings not inconsistent herewith.

SMITH, C. J., and SHANNON, J., concur.

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545 So.2d 502
14 Fla. L. Weekly 1545

FIRST CITY DEVELOPMENTS OF FLORIDA, INC., a Florida corporation; First City Developments Corp. of Boston, a Massachusetts corporation; and First City Financial Corp., Ltd. of Vancouver, a Canadian corporation, Petitioners,

v.

The HALLMARK OF HOLLYWOOD CONDOMINIUM ASSOCIATION, INC., Respondent.

No. 89-0217.
District Court of Appeal of Florida,
Fourth District.
June 28, 1989.

Douglas C. Broeker of Fowler, White, Burnett, Hurley, Banick & Strickroot, P.A., Miami, for petitioners.

Alan S. Becker of Becker, Poliakoff & Streitfeld, P.A., Fort Lauderdale, for respondent.

POLEN, Judge.

This cause is before us on a petition for writ of certiorari. The petition contests the propriety of the trial court's order overruling petitioners' objections to respondent's interrogatories, request for production of documents, and request for admissions. Although the same order deals with other issues, such as the sufficiency of service of process on petitioners, those issues are the subject of a separate, non-final appeal, and will not be treated in this opinion.

Petitioners' objections to the discovery sought by respondent fell generally into the following categories: attorney-client privilege, work product, trade secrets, or that the discovery was overly broad and burdensome. We find that the trial court departed from the essential requirements of law, and we therefore grant the petition in part.

The first of petitioners' arguments, that the trial court ruled on the matter without notice or hearing, is without merit. Once petitioners filed their objections to discovery, it was unnecessary for respondent to file a motion to compel. While such a motion would have been permissible,

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it was equally permissible for respondent to notice the petitioners' objections for hearing, as was done in this matter. There is no rule of procedure or law that requires the trial court to have oral argument as to such objections; rather, the trial court may simply review the discovery sought, the objections thereto, and rule on said objections without the necessity of a hearing.

As to the propriety of the trial court's denial of petitioners' objections to discovery in total, the trial court departed from the essential requirements of law. Clearly, objections such as attorney-client privilege or work product are viable objections, although the petitioners have the burden of proving such privileges apply, should it become an issue before the trial court. Further, to the extent petitioners objected to discovery on the basis that it would require disclosure of trade secrets, we find that to require such disclosure would result in a "cat out of the bag" situation that would not be reparable on a plenary appeal. Martin-Johnson, Inc. v. Savage, 509 So.2d 1097 (Fla.1987).

Lastly, we turn our attention to petitioners' objections that some of the discovery sought was "overly broad" or "burdensome." Such objections, standing alone, would not constitute a basis for granting certiorari relief. Hartford Accident & Indemnity Company v. U.S.C.P. Co., 515 So.2d 998 (Fla. 4th DCA 1987). More importantly, such words of art have little meaning without substantive support. Is this objection raised because petitioners would be required to produce a railroad boxcar full of

documents, or are they merely objecting to the production of a half-inch thick file folder? Since the trial court has to consider petitioners' other objections, it is incumbent upon petitioners to quantify for the trial court the manner in which such discovery might be overly broad or burdensome. They must be able to show the volume of documents, or the number of man-hours required in their production, or some other quantitative factor that would make it so.

We grant certiorari, quash the order of the trial court, and remand this cause for further consideration of petitioners' objections to the discovery sought, consistent with this opinion.

DOWNEY and GARRETT, JJ., concur.

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86 So.2d 425
Claude DUPREE, Petitioner,
v.
BETTER WAY, Inc., a Florida corporation; William Lackey; Raymond Malschick andPhil Seldin, d/b/a Raphil's, also known as Raphil's Delicacy Shop; and AmosCharles Roundtree, Respondents.
Supreme Court of Florida, Division B.
March 28, 1956.

Kelner & Lewis, Miami Beach, for petitioner.

Ross & Reinhardt, Miami, for Better Way, Inc., and William Lackey. Wicker & Smith and Harry G. Hinckley, Jr., Miami, for Raphil's Delicacy Shop and Amos Charles Roundtree.

ROBERTS, Justice.

We here review, on common-law certiorari, an order of the lower court requiring the petitioner, plaintiff below, to answer the following interrogatory directed to him by respondents, defendants below, in the course of a negligence suit instituted by petitioner against respondents:

'Please set forth the names and addresses of any other persons believed by you or known by you or your attorney to have knowledge concerning the facts pertaining to the within accident.'

The petitioner's answer to this interrogatory was as follows:

'8. Mike (last name not known to me) who works at George's News, 1720 Alton Road, Miami Beach, Florida;

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policeman at the scene of the accident whose name I do not know. I do not know what persons with knowledge of this accident are known to my attorneys.'

The trial judge then entered the order here reviewed, directing the petitioner to 'obtain from his attorneys, and his attorneys are directed to give to him, the names and addresses of all persons known to his attorneys who have any knowledge concerning the facts pertaining to the within accident, and the Plaintiff is directed to furnish said names and addresses in his answer to Interrogatory No. 8.'

The petitioner here contends that the information requested is both privileged and the work product of his attorneys, and that the lower court erred in requiring his attorneys to disclose it. This contention cannot be sustained.

The rule that an attorney cannot be compelled to divulge any communication made to him by his client without the consent of the client 'does not extend to information which an attorney secures from a witness while acting for his client in anticipation of litigation.' Hickman v. Taylor, 1946, 329 U.S. 495, 508, 67 S.Ct. 385, 392, 91 L.Ed. 451. Nor can the information be withheld on the ground that it is the 'work product' of the attorney. Under Rule 1.27 of the Florida Rules of Civil Procedure, F.S.A., a party may be interrogated as to 'any matters which can be inquired into under Rule 1.21(b)'; and under Rule 1.21(b) 'any person, including a party,' may be examined 'regarding any matter, not privileged, which is relevant to the subject matter involved in the pending action, * * * including * * * the identity and location of persons having knowledge of relevant facts.' The interrogatory here in question is well within the 'Scope of Examination' permitted by Rule 1.21(b), supra, and the petitioner's attorney could not have refused to comply with the rule, had the information been sought by proceeding under Rule 1.21 to take the deposition of petitioner's attorneys.

No error having been made to appear, certiorari should be and it is hereby

Denied.

DREW, C. J., and THOMAS and O'CONNELL, JJ., concur.

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236 So.2d 108
SURF DRUGS, INC., a Florida Corporation, Petitioner,
v.
Raymond L. VERMETTE, Respondent.
No. 39182.
Supreme Court of Florida.
May 6, 1970.

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Samuel Z. Goldman, of Green & Hastings, Miami, for petitioner.

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Simons & Schlesinger, Hollywood, for respondent.

BOYD, Justice.

This cause is before us on petition for writ of certiorari to review the decision of the District Court of Appeal, Third District. [1] Jurisdiction is based on conflict between the decision sought to be reviewed and the decision of this Court in Dupree v. Better Way. [2]

Respondent, plaintiff below, filed a complaint for the wrongful death of his wife, alleging that the defendant drug store, by its professional pharmacist, was guilty of malpractice in continuing to sell a medication for the use of the deceased without continued physician approval and that plaintiff's wife's death was the proximate result of the use of that medication. Defendant served plaintiff with a set of interrogatories which sought to determine plaintiff's witnesses and the existence of certain evidence. Plaintiff objected to interrogatories numbered 27, 28, 29, 30, 31, 35 and 36, [3] on the ground that 'same called for information based upon the knowledge of plaintiff's attorney.' Plaintiff objected to interrogatories numbered 37, 38, 39, 40, 41, 42, and 43, [4] on the ground that 'same invades the work product of plaintiff's attorney.'

The trial court denied plaintiff's objections to all of the interrogatories except interrogatory number 36. Plaintiff then filed petition for writ of certiorari with the District Court of Appeal and defendant cross-petitioned.

The District Court reversed in part and affirmed in part, holding:

(1) Interrogatories numbered 27, 28, 29, 30, 31 and 35 'improper as to that portion of the interrogatories that required

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the plaintiff to respond on behalf of his agent, attorney, servant, employee, etc., as to knowledge of certain facts and conclusions.'

(2) Interrogatories 37, 38, 39, 40, 41, 42 and 43 proper and response required.

(3) Interrogatory 36, improper and objection sustained.

In the Dupree case, supra, the following interrogatory to the plaintiff was allowed:

'Please set forth the names and addresses of any other persons believed by you or known by you or your attorney to have knowledge concerning facts pertaining to the accident.'

This Court held that the matter sought was not privileged and not protected as work product, stating: [5]

'* * * Under Rule 1.27 of the Florida Rules of Civil Procedure, F.S.A., a party may be interrogated as to 'any matters which can be inquired into under Rule 1.21(b)'; and under Rule 1.21(b) 'any persons, including a party,' may be examined 'regarding any matter, not privileged, which is relevant to the subject matter involved in the pending action * * * including * * * the identity and location of persons having knowledge or relevant facts.' The interrogatory here in question is well within the 'Scope of Examination' permitted by Rule 1.21(b), supra, and the petitioner's attorney could not have refused to comply with the rule, had the information been sought by proceeding under Rule 1.21 to take the deposition of petitioner's attorneys.'

The District Court in the instant case held that plaintiff could not be required to respond on behalf of his attorney. This holding clearly conflicts with the decision of this Court in the Dupree case.

The relevant Florida Rules of Civil Procedure are, 30 F.S.A., in pertinent parts, as follows:

'Rule 1.340 * * * Any party may serve upon any other party written interrogatories to be answered by the party served * * * who shall furnish such information as is available to the party. * * *

'Interrogatories may relate to any matters which can be inquired into under Rule 1.280(b) * * *.'

Rule 1.280(b);

'Scope of Examination. Unless otherwise ordered by the court as provided herein, the deponent may be examined regarding any matter, not privileged, which is relevant to the subject matter of the pending action, whether it relates to the claim or defense of the examining party or to the claim or defense of any other party, including the existence, description, nature, custody, condition and location of any books, documents or other tangible things and the identity and location of persons having knowledge of relevant facts. It is not ground for objection that the testimony will be inadmissible at the trial if the testimony sought appears reasonably calculated to lead to the discovery of admissible evidence.'

A primary purpose in the adoption of the Florida Rules of Civil Procedure is to prevent the use of surprise, trickery, bluff and legal gymnastics. Revelation through discovery procedures of the strength and weaknesses of each side before trial encourages settlement of cases and avoids costly litigation. Each side can make an intelligent evaluation of the entire case and may better anticipate the ultimate results. Florida has recognized four exceptions to the general rule requiring complete disclosure:

(1) The subject matter of the discovery procedure must be relevant to the cause. [6]

(2) Discovery procedures may not be used or conducted to harass or embarrass

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litigants or witnesses or for malicious purposes. [7]

(3) The inquiry must not invade the ancient and necessary right of privileged communications between lawyers and clients. [8]

(4) The work product of the litigant, his attorney or agent, cannot be examined, absent rare and exceptional circumstances. [9]

What constitutes 'work product' is incapable of concise definition adequate for all occasions. Generally, those documents, pictures, statements and diagrams which are to be presented as evidence are not work products anticipated by the rule for exemption from discovery. Personal views of the attorneys as to how and when to present evidence, his evaluation of its relative importance, his knowledge of which witness will give certain testimony, personal notes and records as to witnesses, jurors, legal citations, proposed arguments, jury instructions, diagrams and charts he may refer to at trial for his convenience, but not to be used as evidence,

come within the general category of work product.

The work-product doctrine originated in the case of Hickman v. Taylor, [10] wherein it was held that statements of witnesses secured by an attorney in advance of trial were immune from discovery because such a procedure would be contrary to the public policy underlying the orderly prosecution and defense of legal claims. The United States Supreme Court stated the reason for the work product doctrine as follows: [11]

'Historically, a lawyer is an officer of the court and is bound to work for the advancement of justice while faithfully protecting the rightful interests of his clients. In performing his various duties, however, it is essential that a lawyer work with a certain degree of privacy, free from unnecessary intrusion by opposing parties and their counsel. Proper preparation of a client's case demands that he assemble information, sift what he considers to be the relevant from the irrelevant facts, prepare his legal theories and plan his strategy without undue and needless interference. That is the historical and the necessary way in which lawyers act within the framework of our system of jurisprudence to promote justice and to protect their clients' interests. This work is reflected, of course, in interviews, statements, memoranda, correspondence, briefs, mental impressions, personal beliefs, and countless other tangible and intangible ways--aptly though roughly termed by the Circuit Court of Appeals in this case as the 'Work product of the lawyer.' Were such materials open to opposing counsel on mere demand, much of what is now put down in writing would remain unwritten. An attorney's thoughts, heretofore inviolate, would not be his own. Inefficiency, unfairness and sharp practices would inevitably develop in the giving of legal advice and in the preparation of cases for trial. The effect on the legal profession would be demoralizing. And the interests of the clients and the cause of justice would be poorly served.'

The work product doctrine was recognized in Florida in Atlantic Coast Line R. Co. v. Allen. [12] Subsequent developments were outlined in the decision of this Court in Shell v. State Road Department. [13]

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Appellee and the District Court apparently consider that anything known to an attorney for a litigant constitutes 'work product' immune from discovery procedures. This view is clearly contrary to the Hickman case, supra, wherein the United States Supreme Court stated flatly: [14]

'A party clearly cannot refuse to answer interrogatories on the ground that the information sought is solely within the knowledge of his attorney.'

Commenting on this statement, Moore in his treatise on federal practice, noted that it was sound doctrine, stating: [15]

'In other words, probably by properly phrased interrogatories a party can be required to state the substance of interviews with witnesses, whether obtained by his attorney or by others and whether or not reduced to writing. The party cannot refuse to answer on the ground that he has no personal knowledge of the facts, but must obtain the information from his attorneys or agents.'

We hold, therefore, that a party may be required to respond on behalf of himself, his attorney, agent, or employee and to divulge names and addresses of any person having relevant information as well as to indicate generally the type of information held by the person listed. A party may not be required to set out the contents of statements, absent rare and exceptional circumstances, or to divulge his or his attorneys' evaluation of the substance of statements taken in preparation for trial. Applying these rules to the interrogatories in question, we find that the District Court correctly, affirmed the action of the trial court in sustaining the objection to interrogatory number 36 set out, supra, at footnote 3. This interrogatory requires identification of any witness who has given an opinion to plaintiff or

his attorney 'that the defendant Surf Drugs, Inc., was negligent and careless,' and exceeds the bounds of proper discovery because it requires an evaluation of the witnesses' testimony. That portion of the District Court's opinion holding that plaintiff cannot be required to respond on behalf of his agent, attorney, employee, etc., on interrogatories numbered 27, 28, 29, 30, 31 and 35, is erroneous and must be quashed.

Neither party to this cause has questioned that portion of the District Court's opinion ruling on interrogatory number 23. [16] In view of our decision herein, the holding of the District Court that interrogatory 23 be quashed must be modified. Plaintiff may properly be required to disclose whether to his or his attorney's knowledge, any doctor had given plaintiff's wife a disability rating and if so the name and address of that doctor. Absent exceptional circumstances, however, plaintiff is not required to give the percentage or nature of the disability rating or otherwise to summarize or evaluate the information available.

Accordingly, certiorari is granted, the decision of the District Court is quashed in part and affirmed in part and the cause remanded for further proceedings consistent herewith.

It is so ordered.

ERVIN, C.J., and ROBERTS, DREW and CARLTON, JJ., concur.

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1 226 So.2d 871 (Fla.App.3rd 1969).

2 86 So.2d 425 (Fla.1956).

3 'No. 27--State the exact names and addresses or information for the location of all persons known by you, your agents, or attorneys who were or purport to have been eyewitnesses to the within accident.

'No. 28--State the exact names and addresses or information for the location of all persons known by you, your agents, or attorneys who have any knowledge of the reasons for and/or cause of the death of Thelma Vermette.

'No. 29--State the exact names and addresses, or information for the location of all persons known by you, your agents, or attorneys who have any knowledge of the Plaintiff's claim for the death of Thelma Vermette.

'No. 30--Do you or your attorneys, agents, servants or employees know of the existence of any photographs of the scene of the within accident, the instrumentalities involved, or of the persons involved? If so:

(a) State the name and address of the person or persons who took the various photographs.

(b) Indicate adjacent to each such person's name and address listed in (a) above, whether each photograph was taken independently of (photographer not employed by) your attorneys, agents, servants, or employees, or which photographs were taken at the request of your attorneys, agents, servants, or employees, giving the date all photographs were taken.

(c) Indicate the subject matter of each photograph.

'No. 31--State whether you or any of your employees, agents, servants, or attorneys have obtained any written statements from anyone with regard to this incident.

'No. 35--Did the Plaintiff himself, or anyone on his behalf, inquire of, or have any conversation with any officer, director or employee of the Defendant, concerning the matters set forth in the Complaint; and if so, state the names and addresses of each such person, and state fully their relationship to the Plaintiff.

'No. 36--State the name and address of any witness, expert or lay, who has advised said Plaintiff, or who has given an opinion to said Plaintiff, or to counsel for said Plaintiff, that the Defendant Surf Drugs, Inc., was negligent and careless.'

4 'No. 37--State the name and address of any witness who will testify to the allegations set forth in Paragraph 3 of the Complaint.' (Interrogatories No. 38, 39, 40, 41, 42, and 43 are the same except they refer to other paragraphs of the Complaint.)

5 Dupree v. Better Way, 86 So.2d 425, 426 (Fla.1956).

6 Fla.R.C.P. 1.280(b) (1969).

7 Fla.R.C.P. 1.310(b), 1.340 (1969.)

8 32 Fla.Jur. Witnesses §§ 144--151 (1961).

9 Miami Transit Co. v. Hurns, 46 So.2d 390, 391 (Fla.1950).

10 329 U.S. 495, 67 S.Ct. 385, 91 L.Ed. 451 (1947).

11 Id. at 510, 67 S.Ct. at 393.

12 40 So.2d 115 (Fla.1949).

13 135 So.2d 857 (Fla.1962).

14 Hickman v. Taylor, 329 U.S. 495, 504, 67 S.Ct. 385, 390 (1947).

15 4 Moore, Federal Practice, p. 1435 (1969).

16 'No. 23--To your knowledge, or that of your attorney, did any doctor ever assign a disability rating to your wife, either on a temporary or permanent basis? If so, state the percentage given and the name of the doctor giving same, whether such disability rating was temporary or permanent.'

IN THE CIRCUIT COURT OF THE 15th JUDICIAL CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,

Plaintiff,

vs.

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN and as co-trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,

Defendants.
_____/

CASE NO: 50 2012 CA 013933 MB AA

DEFENDANT'S, SHIRLEY BERNSTEIN TRUST, MOTION TO DISMISS

Defendant, Shirley Bernstein Trust Agreement dated May 20, 2008 ("Bernstein Trust"), by and through its Successor Trustee, Ted S. Bernstein ("Bernstein Trustee"), moves to dismiss the Amended Complaint served on April 22, 2013, upon Donald L. Tescher, as alleged Successor Trustee, and states:

1. The Amended Complaint should be dismissed for insufficient service of process. The Complaint was never served upon the Bernstein Trustee, and therefore, service is improper and should be quashed.

2. The Bernstein Trust adopts and incorporates herein the grounds for dismissal asserted by Bernstein Family Realty, LLC, in its motion served on May 10, 2013, as if fully set forth herein.

3. The Amended Complaint also does not assert any legally cognizable claim against the Bernstein Trust. First, the Amended Complaint fails to set forth sufficient allegations to support a claim for equitable lien or constructive trust over the Bernstein Trust or any property held or owned by such trust.

4. Second, the claims by Plaintiff belong, in whole or in part, to one or both of the legal entities known as LIC Holdings, Inc., a Florida corporation ("LIC") and/or Arbitrage International Management, LLC, a Florida limited liability company ("Arbitrage") (collectively the "Companies"). Plaintiff asserts that co-defendants, Ted S. Bernstein and Simon Bernstein , breached a fiduciary duty owed to the Companies and seeks an award of monies which necessarily would flow back to the Companies, not directly to Plaintiff. Thus, in Counts III and VIII, Plaintiff asserts derivative claims on behalf of the Companies. In this regard, Bernstein Trust adopts and incorporates herein the grounds for dismissal asserted by Ted S. Bernstein in his April 23, 2013, as if fully set forth herein.

5. Specifically, Plaintiff in this case has direct and derivative claims filed in the same lawsuit, there is a misjoinder issue which mandates the dismissal of the Complaint. Plaintiff cannot sue in different capacities in the same lawsuit. *Department of Ins. v. Coopers & Lybrand*, 570 So. 2d 369, 370 (Fla. 3d DCA 1990); *Karnegis v. Lazzo*, 243 So. 2d 642 (Fla. 3d DCA 1971); Fla. R. Civ. P. 1.110(g) ("A pleader may set up in the same action as many claims or causes of action ... *in the same right* as he has ...") (emphasis added).

6. Plaintiff lacks standing to bring any derivative claims on behalf of Arbitrage because he was never a shareholder of Arbitrage, and makes no such allegation in his Complaint.

7. Plaintiff lacks standing to bring any derivative claims on behalf of LIC or Arbitrage because, as alleged in paragraph 31, Plaintiff ceded his 10% interest in LIC. *See*§ 607.07401, Fla.

Stat.; *Timko v. Triarsi*, 898 So. 2d 89, 91 (Fla. 5th DCA 2005) (holding that once the complaining shareholders' shares were repurchased, the complaining former shareholder could not continue to prosecute a derivative claim).

8. Plaintiff failed to allege that Plaintiff made a demand on the Corporation to bring these claims before filing their Counterclaim. Allegations of a demand is a statutory pre-requisite for maintaining a derivative action. § 607.07401(2). The Complaint also is not verified as required by that statute.

WHEREFORE, Defendant, Bernstein Trust by and through Bernstein Trustee, respectfully requests that this Court dismiss the Amended Complaint; award Defendant its costs and attorneys' fees pursuant to any applicable contract or statute; and grant such other relief as is just.

CERTIFICATE OF SERVICE

I CERTIFY that a copy of the foregoing has been furnished to the Service List set forth below by: ■ E-mail Electronic Transmission; ☐ Facsimile; ☐ U.S. Mail; ☐ Overnight Delivery; ☐ Hand-delivery, this 13th day of May, 2013.

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IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,
Plaintiff,

CASE NO: **50 2012 CA 013933 MB AA**

v.

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN and as co-trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,
Defendants.
_____/

NOTICE OF FILING SECOND AMENDED COMPLAINT BY INTERLINEATION

COMES NOW Plaintiff, WILLIAM E. STANSBURY, by and through his undersigned attorneys and, pursuant to this Court's "Agreed Order on Plaintiff's Motion to Amend Second Amended Complaint by Interlineation," dated December 12, 2013, files his Second Amended Complaint by Interlineation, which is attached hereto as Exhibit "1."

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that the above and foregoing has been forwarded via e-mail service at mrmlaw@comcast.net; and mrmlaw1@gmail.com to Mark R. Manceri, Esq., Mark R. Manceri, P.A., *Attorney for Donald Tescher and Robert Spallina as Co-Personal Representatives of the Estate of Simon Bernstein* and *Bernstein Family Realty,* 2929 E. Commercial Blvd., Suite 702, Fort Lauderdale, FL 33308; at arose@pm-law.com and mchandler@pm-law.com to Alan Rose, Esq., PAGE, MRACHEK, *Attorneys for Defendants, Ted Bernstein, LIC Holdings, Inc, Arbitrage International Management, LLC and the Shirley Bernstein Trust,* 505 So. Flagler Drive, Suite 600, West Palm Beach, FL 33401, on this 20th day of December, 2013.

PETER M. FEAMAN, P.A.
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By: _____

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IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,
Plaintiff,

CASE NO: 50 2012 CA 013933 MB AA

v.

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN and as co-trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,
Defendants.
_____/

SECOND AMENDED COMPLAINT BY INTERLINEATION

WILLIAM E. STANSBURY, by and through undersigned counsel, sues the Defendants and states:

1. This is an action for money damages in excess of $15,000, and for equitable relief.

2. Plaintiff (hereinafter referred to as "STANSBURY") is *sui juris*, and a resident of Palm Beach County, Florida.

3. Defendant TED S. BERNSTEIN ("TED BERNSTEIN"), is *sui juris*, and a resident of Palm Beach County, Florida.

4. SIMON L. BERNSTEIN ("SIMON BERNSTEIN") died on or about September 13, 2012, after the filing of the initial Complaint in this action. At the time of his death, SIMON BERNSTEIN was *sui juris*, and was a resident of Palm Beach County, Florida. Defendants

EXHIBIT 1

Donald R. Tescher and Robert L. Spallina are serving as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN (the "ESTATE")which ESTATE is presently open and pending in the Palm Beach County Circuit Court, *In re: Estate of Simon L. Bernstein*, Case No. 502012CP004391XXXXSB (the "Estate Proceeding"). In accordance with Section 733.705, Florida Statutes, STANSBURY hereby brings this independent action against the ESTATE with respect to his Statement of Claim that was filed and objected to in the Estate Proceeding.

5. Defendant, LIC HOLDINGS, INC. ("LIC Holdings") is a Florida corporation with its principal place of business in Palm Beach County, Florida.

6. Defendant, ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, formerly known as ARBITRAGE INTERNATIONAL HOLDINGS, LLC, ("ARBITRAGE") is a Florida limited liability company with its principal place of business in Palm Beach County, Florida.

7. Defendant, BERNSTEIN FAMILY REALTY, LLC is a Florida limited liability company doing business in Palm Beach County.

8. Defendant, the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008 ("SHIRLEY'S TRUST"), owns real property in Palm Beach County, Florida. Based upon information and belief, Donald R. Tescher and Robert L. Spallina are serving as co-trustees of SHIRLEY'S TRUST. This Court has personal jurisdiction over the trustees and the beneficiaries of SHIRLEY'S TRUST under Section 736.0202, Florida Statutes, as the principal place of administration of SHIRLEY'S TRUST is in Palm Beach County, Florida. This court has subject matter jurisdiction over this action under Section 736.0203, Florida Statutes. Venue is proper in Palm Beach County, Florida, under Section 736.0204, Florida Statutes, as the principal place of administration of SHIRLEY'S TRUST is in Palm Beach County, Florida and one or more of the beneficiaries of SHIRLEY'S TRUST reside in Palm Beach County, Florida.

9. The acts and incidents giving rise to the causes of action alleged herein arose in Palm Beach County, Florida.

General Allegations

10. STANSBURY has worked in the insurance industry for virtually all of his adult life. After 30 years, he had become well-known and highly regarded by major insurance companies, their principals and others throughout the insurance industry, at all levels thereof, as well as by professionals, including attorneys, CPA's, financial advisors, wealth managers and others who were involved in serving, or otherwise dealing with insurers, insurance brokers and life insurance products.

11. SIMON BERNSTEIN dealt at sophisticated levels of the insurance industry and specialized in developing and marketing insurance concepts suitable for persons of high net worth to incorporate into their wealth management and estate planning.

12. TED BERNSTEIN, the son of SIMON BERNSTEIN, was also actively involved in selling life insurance products in conjunction with attorneys, CPAs and other professionals, to be incorporated into high net worth individuals' financial and estate planning.

13. TED BERNSTEIN, acting on his behalf and on behalf of, and in concert with, SIMON BERNSTEIN, approached STANSBURY in 2003, urging STANSBURY to spearhead the marketing of a unique insurance concept, newly developed by a prominent law firm, which was designed for use in the financial and estate planning of high net worth individuals.

14. TED BERNSTEIN told STANSBURY that he knew of STANSBURY's expertise and reputation in the insurance and related industries and that STANSBURY was skilled at and accustomed to speaking and marketing insurance products to groups of professionals. He realized that STANSBURY, because of his knowledge, reputation and abilities, would be well suited to market this concept nationwide through prominent and experienced professionals.

15. In 2006, SIMON BERNSTEIN and TED BERNSTEIN (collectively, "BERNSTEIN" or the "BERNSTEINS") formed, as sole shareholders, Defendants LIC Holdings and ARBITRAGE for the purpose of marketing and selling certain life insurance products to high net worth individuals for their wealth management and estate planning needs.

16. STANSBURY agreed to become an employee of LIC Holdings, Inc. and ARBITRAGE and agreed to a salary of 15% of net retained commissions received on all products sold, including renewals. STANSBURY at this time was responsible for, among other duties, calculating, on a monthly basis, the commissions due him in connection with new business generated in the current year and renewals on business generated in previous years.

17. STANSBURY worked with diligence and skill, traveling throughout the United States, generating ever-increasing sales and generating very large commissions. By 2006, nationwide sales were resulting in substantial commissions on new policies and renewal commissions.

18. Also in 2006, SIMON BERNSTEIN, acting on his behalf and on behalf of, and in concert with, TED BERNSTEIN, told STANSBURY that STANSBURY was being rewarded for his efforts and the explosive growth of the business, such that he would receive a 10% ownership interest in LIC Holdings, Inc. SIMON BERNSTEIN and TED BERNSTEIN, collectively, were majority shareholders while STANSBURY was a minority shareholder in LIC Holdings, Inc.

19. STANSBURY has sued both LIC Holdings and ARBITRAGE because the BERNSTEINS represented that his employment relationship was with LIC Holdings, the company in which he owned a 10% interest, but STANSBURY'S W-2 statements were issued by ARBITRAGE as his employer.

20. In February of 2008, SIMON BERNSTEIN, acting on his behalf and on behalf of, and in concert with TED BERNSTEIN, approached STANSBURY and told him his time would

be better spent building the business rather than performing monthly calculations of income. The plan proposed was that, rather than STANSBURY performing computations on a monthly basis as to how much should be paid to him based upon 15% of the net retained commissions derived from both new policies sold and renewals from previous years, the BERNSTEINS and STANSBURY all would forego monthly payouts and defer compensation until the end of 2008, when year-end computations could be made. It was represented that in December, year-end computations would be made and salaries would be paid in December 2008 or January of 2009. It was specifically represented to STANSBURY that:

a) neither SIMON BERNSTEIN, TED BERNSTEIN nor STANSBURY would take any compensation during fiscal year 2008 but rather they all would wait until the year-end accounting was performed in December of 2008 or January, 2009;

b) SIMON BERNSTEIN, TED BERNSTEIN, and STANSBURY would each be paid a minimum salary of $1,000,000 at year end, and STANSBURY'S salary was to be applied against his earned commissions of 15%. Any compensation due STANSBURY over and above the $1,000,000 would be paid as a distribution on his stock ownership interest in LIC Holdings.

21. In January of 2008, STANSBURY was paid $420,018 for commissions earned on some 2007 sales. However, STANSBURY was not, and has never been, paid the commissions due him on sales in 2008 and thereafter, and he was not and has never been paid the renewal commissions due him on sales made in previous years that were paid to LIC Holdings or ARBITRAGE in 2008 and thereafter, other than a nominal payment of $30,000 made in 2010.

22. When STANSBURY was not paid as agreed in late 2008/2009 and thereafter, SIMON BERNSTEIN and TED BERNSTEIN, on behalf of and in concert with each other, stated to STANSBURY that salary and ownership distributions due and owing to SIMON BERNSTEIN, TED BERNSTEIN and STANSBURY would be deferred to a future time. This

deferral of payment was represented to be important because, as a result of the virtual collapse of the capital lending markets in 2008, it was necessary to retain the funds in the corporate bank accounts to demonstrate to potential lenders the financial stability of the companies.

23. The false statements set forth in paragraphs 18 through 21, above, were made by SIMON BERNSTEIN and TED BERNSTEIN, in concert with each other, with knowledge of their falsity and with the intention of never to fulfilling such promises.

24. Despite the representations to STANSBURY set forth above to the contrary, SIMON BERNSTEIN and TED BERNSTEIN, as officers and majority shareholders of LIC Holdings and ARBITRAGE, authorized LIC Holdings and/or ARBITRAGE to pay themselves $3,756,229.00 and $5,225,825.00, respectively, in 2008. Contrary to the representations made as set forth in paragraph 20, STANSBURY received no compensation for first year commissions and renewal commissions due him in 2008.

25. The net retained commissions by LIC Holdings and ARBITRAGE, not including renewals, for 2008 were approximately $13,442,549.00. As such, STANSBURY was entitled to, at the very minimum, 15% of $13,442,549.00, or $2,016,382.35.

26. Beginning late in 2007 or early in 2008, and continuing through at least 2012, LIC Holdings and/or ARBITRAGE became the alter ego of SIMON BERNSTEIN and TED BERNSTEIN, as officers and majority shareholders, in that they disregarded corporate structure and wrongfully diverted, converted and depleted corporate assets of LIC Holdings and ARBITRAGE for their own personal benefit and the benefit of Bernstein family trusts and other entities as more specifically set forth below. Those trusts have since invested some of these wrongfully diverted and converted corporate assets in real estate, also as more particularly set forth below. The wrongful action of SIMON BERNSTEIN and TED BERNSTEIN in diverting and converting corporate assets rendered LIC Holdings, and possibly ARBITRAGE, insolvent.

27. Throughout 2009, SIMON BERNSTEIN and TED BERNSTEIN continued to make false statements to STANSBURY to hide the fact that LIC Holdings and/or ARBITRAGE was their alter ego, in that they converted corporate property and corporate assets of LIC and/or ARBITRAGE for their own personal benefit in 2008, 2009 and thereafter, all to the exclusion and financial detriment of STANSBURY, all the while fraudulently representing to STANSBURY that no money was being paid as salary or distributions to SIMON BERNSTEIN, TED BERNSTEIN or STANSBURY because it was necessary to hold the funds in the corporate bank accounts to show to potential lenders the financial stability of the company.

28. STANSBURY relied upon these continuing misrepresentations of Defendants to his detriment. Because STANSBURY was told that potential funding sources for the business needed to see that capital of the company was available, he took no action when he did not receive any compensation for 2009 and was paid only $30,000 in 2010.

29. In order to continue their scheme to defraud, SIMON BERNSTEIN and TED BERNSTEIN failed and refused to account for renewal commissions and failed to supply any financial information to STANSBURY concerning LIC Holdings or ARBITRAGE.

30. In furtherance of their scheme to deprive STANSBURY of salary he had earned and shareholder distributions to which he was entitled, SIMON BERNSTEIN and TED BERNSTEIN intercepted mail addressed to STANSBURY, removing commission checks representing commissions due to STANSBURY, deposited the funds into their own accounts and otherwise converted the funds. SIMON BERNSTEIN and TED BERNSTEIN also opened STANSBURY's mail containing checks payable to him which were unrelated to them and the businesses.

31. In December, 2011 STANSBURY had been battling a painful and debilitating disease that could only be managed through the administration of potentially harmful

prescription medications. On December 22, 2011, the Defendants BERNSTEIN, with knowledge of STANSBURY's health issues and his debilitated condition, decided to take advantage of and deceive STANSBURY further. STANSBURY had for years been given K-1 statements reflecting his 10% ownership of LIC Holdings. At that time, TED BERNSTEIN told STANSBURY that the company accountant had discovered a potential significant taxable event which could cause STANSBURY, as one of the owners of LIC Holdings to pay taxes on phantom income. TED BERNSTEIN promised that if STANSBURY would sign a paper ceding his 10% interest in LIC Holdings, he would not have to pay the tax if in fact the tax was due. TED BERNSTEIN promised he would hold the paper, promising it would not become operative until STANSBURY and the Defendants BERNSTEIN discussed the situation further in the first quarter of 2012.

32. Because of the misrepresentations, willful concealments of material facts, duplicity and deceit practiced by Defendants upon STANSBURY, STANSBURY reasonably believed that Defendants had complied, or intended to comply with their obligations to STANSBURY under the contract between them. STANSBURY, therefore, was prevented from knowing for a period of years that the causes of action asserted herein existed.

33. By the second quarter of 2012, STANSBURY developed the belief that the BERNSTEINS' representations over the years were wholly false and he sought legal counsel.

34. STANSBURY has retained the law firm of Peter M. Feaman, P.A. and has agreed to pay it a reasonable fee for its services rendered herein.

COUNT I - ACCOUNTING
(Against LIC Holdings and ARBITRAGE, for Accounting)

35. STANSBURY hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 34, inclusive.

36. The relationship between STANSBURY and the Defendants, particularly as affected by Defendants' acts described in preceding paragraphs 19 through 27 created a situation where Defendants had sole access to receipts generated by STANSBURY's efforts, and to books and records reflecting said receipts and the other information from which can be calculated all moneys due to STANSBURY under his arrangement with Defendants.

37. The period of time during which STANSBURY has been deprived of monies due him spans approximately four and a half years. The various sources of revenue to Defendants of monies from which the amounts due STANSBURY may be calculated, the manner in which STANSBURY was to be paid, and the amount due STANSBURY all involve extensive and complicated accounts, and STANSBURY's remedy at law cannot be as full, adequate and expeditious as it is in equity.

WHEREFORE, Plaintiff STANSBURY prays for an adjudication of Plaintiff's right to a full and complete accounting from Defendants, LIC Holdings and ARBITRAGE, and for such orders of Court as will require such Defendants to provide STANSBURY with all records and copies of documents from January 1, 2006 to the present, in order to reveal his right to, and the amount of all sums: (a) received as commissions to which STANSBURY was entitled to a share; (b) due to STANSBURY, whether paid or not; (c) paid to STANSBURY, whether for commissions, salary, distributions, expenses or any other reason; (d) paid to each of the BERNSTEIN Defendants out of monies received as commissions; (e) deposits of any and all moneys received as commissions by any Defendants to any accounts, including the name of the entity whose account was involved, the number(s) of each such account; the address of the branch or other facility through which any Defendant dealt with such entity; (f) calculations as to moneys paid , to be paid, or not to be paid to STANSBURY, together with an award of court costs and such other and further relief as the Court may deem just and proper.

COUNT II - BREACH OF ORAL CONTRACT
(Against LIC Holdings, Inc., ARBITRAGE, SIMON BERNSTEIN and TED BERNSTEIN)

38. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 34, inclusive.

39. The arrangement between STANSBURY and Defendants, as described in paragraphs 13 through 28 above, constituted a contract between them.

40. An express term of that contract involved the commitment of LIC Holdings and ARBITRAGE to calculate and pay to STANSBURY all sums due to him under the contract, whether as commissions, salary, distributions, expenses or any other reason.

41. The Defendants initially performed the duties required of them under said contract.

42. However, Defendants breached their contract with STANSBURY by withholding from STANSBURY monies due him under the contract for renewal commissions earned in 2007 and commissions and renewal commissions earned in 2008 and thereafter.

43. The withholding of such monies constitutes a material breach of the contract between STANSBURY and LIC Holdings and ARBITRAGE.

44. STANSBURY has sued both LIC Holdings and ARBITRAGE because the BERNSTEINS represented that his employment relationship was with LIC Holdings, the company in which he owned a 10% interest, but STANSBURY'S W-2 statements were issued by ARBITRAGE as his employer.

45. SIMON BERNSTEIN and TED BERNSTEIN are personally liable, jointly and severally, for the material breach of the oral employment contract with STANSBURY as LIC Holdings and/or ARBITRAGE were the alter ego of SIMON BERNSTEIN and TED

BERNSTEIN in that the BERNSTEINS depleted corporate assets for their personal benefit by causing the corporation or corporations to make exorbitant and inappropriate distributions to themselves, family members, and BERNSTEIN family trusts and other entities, at the expense of corporate creditors such as STANSBURY, to wit:

a) SIMON BERNSTEIN and TED BERNSTEIN caused LIC Holdings and/or ARBITRAGE to pay to them at least $3,756,229.00 and $5,225,825.00, respectively, in fiscal 2008 during which time STANSBURY, other than the amount referenced in paragraph 21, was paid nothing;

b) According to Palm Beach County public records, in December of 2007 TED BERNSTEIN purchased a property at 880 Berkeley Street, Boca Raton, Florida 33487, for $4,400,000;

c) According to Palm Beach County public records, on December 28, 2008, TED BERNSTEIN paid off the mortgage in the amount of $486,400.00 on a property he owned at 15807 Menton Bay Court, Saturnia Isles, Delray Beach, Florida 33446;

d) According to Palm Beach County public records, SIMON BERNSTEIN paid off the mortgage on property he and his wife owned, and subsequently transferred by quitclaim deed on May 20, 2008 to the trustee of SHIRLEY'S TRUST, at 7020 Lions Head Lane, Boca Raton, Florida, 33496. The amount of the mortgage pay-off is unknown, but in 2013 the property was listed for sale at $2,399,000;

e) According to Palm Beach County public records, on June 18, 2008, BERNSTEIN FAMILY REALTY, LLC acquired a property located at 2753 N.W. 34 Street, Boca Madera Unit 2, Boca Raton, Florida 33432 (the "Boca Madera Property). On July 8, 2008, SIMON BERNSTEIN loaned $365,000 to BERNSTEIN FAMILY REALTY, LLC. The specific

purpose of the loan is unknown, but SIMON BERNSTEIN received a mortgage on the Boca Madera Property to secure the loan;

f) According to Palm Beach County public records, on May 20, 2008 SIMON BERNSTEIN and his wife transferred by quitclaim deed to the trustee of SHIRLEY'S TRUST a 4,220 square foot oceanfront condominium unit in a complex known as "The Aragon" in Boca Raton, located at 2494 South Ocean Boulevard, Boca Raton, Florida. The mortgage on that property was paid off on September 27, 2010.

g) The legal descriptions for each of the above referenced properties are attached hereto as Exhibit "B."

46. There is due to STANSBURY from such Defendants all amounts due under said contract, together with prejudgment and post-judgment interest on said amounts.

WHEREFORE, Plaintiff prays for judgment against SIMON BERNSTEIN and TED BERNSTEIN declaring that Defendants, LIC Holdings, Inc. and ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, are or were the alter ego of SIMON BERNSTEIN and TED BERNSTEIN such that the corporate veil of LIC Holdings and/or ARBITRAGE should be pierced; for judgment against Defendants, LIC Holdings, Inc., ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, SIMON BERNSTEIN and TED BERNSTEIN, jointly and severally, in excess of $1,500,000.00 for the amounts due to Plaintiff under the terms of their contract, together with prejudgment and post-judgment interest; for his court costs herein expended and for such other relief as the Court may deem just and proper.

COUNT III - FRAUD IN THE INDUCEMENT- EMPLOYMENT AGREEMENT (Against SIMON BERNSTEIN and TED BERNSTEIN)

47. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 34, inclusive.

48. At all material times hereto, SIMON BERNSTEIN and TED BERNSTEIN were officers and majority shareholders of LIC Holdings and ARBITRAGE.

49. The statements set forth in paragraphs 18 through 24, above, made by SIMON BERNSTEIN and TED BERNSTEIN, on behalf of and in concert with each other, and as officers and majority shareholders of LIC Holdings and ARBITRAGE, were false statements of material fact that SIMON BERNSTEIN and TED BERNSTEIN knew to be false at the time they were made, as SIMON BERNSTEIN and TED BERNSTEIN never intended to authorize LIC Holdings or ARBITRAGE to pay to STANSBURY the amounts due him as evidenced by the fact that the accountant for LIC Holdings and ARBITRAGE prepared financial worksheets for 2008 showing that the BERNSTEINS would receive compensation, but STANSBURY would not, for fiscal 2008, in direct contravention to their statements and promises to STANSBURY.

50. SIMON BERNSTEIN and TED BERNSTEIN intended for STANSBURY to rely on such statements that he would be ultimately be paid for his productivity in order to induce him into continuing his productive and revenue-generating sales activity as an employee of LIC Holding and/or ARBITRAGE and fraudulently created for STANSBURY the false expectation that STANSBURY would be paid as agreed.

51. STANSBURY in fact relied to his detriment on these false statements and was induced thereby to remain in his employment relationship with LIC Holdings and ARBITRAGE as he continued to sell, with the expectation of payment, products and generate revenue for LIC Holdings and/or ARBITRAGE until 2012, and was further induced not to pursue from LIC Holdings and/ARBITRAGE his right to payment of all amounts due him until after SIMON BERNSTEIN and TED BERNSTEIN had diverted and converted corporate assets for their personal benefit, rendering LIC Holdings, and possibly ARBITRAGE, insolvent.

52. STANSBURY was injured thereby as he was not and has not been compensated for his revenue-generating sales and other performance, and did not seek alternative employment, as a proximate result of his detrimental reliance on these false statements.

WHEREFORE, Plaintiff prays for judgment against Defendants SIMON BERNSTEIN and TED BERNSTEIN, jointly and severally, for damages in excess of $1,500,000.00 together with prejudgment and post-judgment interest; for the imposition of an equitable lien and constructive trust on the Bernstein real estate described in paragraph 45 and Exhibit "B" as more fully set forth in Counts VII and VIII of this Second Amended Complaint; for his court costs herein expended; and for such other relief as the Court may deem just and proper. STANSBURY reserves the right to move to amend to request punitive damages in accordance with Florida Law.

COUNT IV - FRAUD IN THE INDUCEMENT - CEDING OF LIC HOLDINGS OWNERSHIP INTEREST (Against Ted Bernstein and LIC Holdings, Inc.)

53. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 34, inclusive.

54. In the fourth quarter of 2011, TED BERNSTEIN embarked upon a plan to defraud from STANSBURY his 10% ownership interest in LIC Holdings, Inc. As set forth in paragraph 31 above, Defendant TED BERNSTEIN fraudulently induced STANSBURY to prepare and sign a document giving up his 10% interest in and to LIC Holdings, Inc.

55. The ceding of his shares in LIC Holdings, Inc. was procured by fraud and STANSBURY relied upon the representations made by BERNSTEIN with regard to signing the document apparently ceding his stock.

56. It was reasonable for STANSBURY to rely on the representations made by BERNSTEIN because at that time STANSBURY was unaware of the breaches of fiduciary duty and breaches of the oral contract that had taken place.

57. As a result of STANSBURY's reliance, STANSBURY has been damaged by the loss of 10% of the shares of LIC Holdings and the rights and remedies to a shareholder related thereto.

WHEREFORE, Plaintiff prays for a judgment for damages against Defendants BERNSTEIN and LIC Holdings, Inc. for the damages caused by the fraudulent conduct of BERNSTEIN as described herein, together with reasonable costs, pre-judgment interest and any other relief this Court deems just and proper.

COUNT V - CIVIL CONSPIRACY
(Against Simon Bernstein and Ted Bernstein)

58. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 34, and Counts III and IV, paragraphs 47 through 57, inclusive.

59. SIMON BERNSTEIN and TED BERNSTEIN, individually and as officers and majority shareholders of LIC Holdings and ARBITRAGE, knowingly, willfully, intentionally, and maliciously conspired, agreed, combined and confederated with each other to make fraudulent, false and misleading statements to STANSBURY intended to induce STANSBURY to continue his employment relationship with LIC Holdings and/or ARBITRAGE during 2008 and thereafter, without ever intending to authorize payment to STANSBURY for the amounts he was due, a relationship that generated substantial revenue for LIC Holdings and/or ARBITRAGE and, ultimately, SIMON BERNSTEIN and TED BERNSTEIN.

60. SIMON BERNSTEIN and TED BERNSTEIN, individually and as officers and majority shareholders of LIC Holdings and ARBITRAGE, knowingly, willfully, intentionally, and maliciously conspired, agreed, combined and confederated with each other to make fraudulent, false and misleading statements to STANSBURY intended to induce STANSBURY to delay pursuing his right to payment for all amounts due him until such time after SIMON BERNSTEIN and TED BERNSTEIN had converted and diverted corporate assets rendering LIC Holdings, and possibly ARBITRAGE, insolvent and uncollectible.

61. SIMON BERNSTEIN and TED BERNSTEIN, individually and as officers and majority shareholders of LIC Holdings and ARBITRAGE, knowingly, willfully, intentionally, and maliciously conspired, agreed, combined and confederated with each other to fraudulently induce STANSBURY, through false and misleading statements, to surrender and cede, without fair value payment, his 10% interest in LIC Holdings.

62. The numerous fraudulent, false and misleading statements made by SIMON BERNSTEIN and TED BERNSTEIN were all overt acts in furtherance of the conspiracy.

63. STANSBURY was injured thereby in that, as a proximate result of the conspiratorial conduct of SIMON BERNSTEIN and TED BERNSTEIN, he continued in his employment with LIC Holdings and/or ARBITRAGE, without payment of the compensation due him, he delayed pursuit of his right to collect the amounts due him, and ceded his 10% interest in LIC Holdings.

WHEREFORE, Plaintiff prays for judgment against Defendants, SIMON BERNSTEIN and TED BERNSTEIN, jointly and severally, for damages in excess of $1,500,000.00 together with prejudgment and post-judgment interest; for the imposition of an equitable lien and constructive trust on the Bernstein real estate described in paragraph 45 and Exhibit "B" as more fully set forth in Counts VII and VIII of this Second Amended Complaint;

for his court costs herein expended; and for such other relief as the Court may deem just and proper. STANSBURY reserves the right to move to amend to request punitive damages in accordance with Florida Law.

COUNT VI - CIVIL THEFT
(AGAINST ARBITRAGE INTERNATIONAL MARKETING, LLC)

64. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 34, inclusive.

65. This is an action for Civil Theft under Chapter 772, Florida Statutes, more specifically §772.11, Fla.Stat.

66. In February, 2012 and March, 2012, Defendant ARBITRAGE intercepted two separate checks made payable to William STANSBURY intended as payment to STANSBURY for matters arising wholly outside his business transactions with the BERNSTEINS, LIC Holdings and ARBITRAGE.

67. Notwithstanding that the checks made payable to William STANSBURY was for sums due STANSBURY by a third party not in connection with the aforesaid business transactions, ARBITRAGE and/or someone acting on its behalf, caused the negotiation of STANSBURY's checks, wrongfully endorsing the checks and retaining the sums that should have been payable to STANSBURY.

68. As a result of the foregoing, Defendant ARBITRAGE has been guilty of criminal theft by conversion with the criminal intent to steal his money and deprive STANSBURY of his possession and use thereof.

69. Written demand for payment of all amounts due STANSBURY has been made to Defendants, more than 30 days preceding the filing of this Complaint, to no avail. A copy of the demand letter is attached hereto as Exhibit "A."

WHEREFORE, Plaintiff prays for judgment against Defendant, ARBITRAGE for three times the full amount of the checks made payable to STANSBURY, together with pre-judgment interest and post-judgment interest, attorneys' fees, court costs and any other relief this Court deems just and proper.

COUNT VII - CONVERSION

70. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 34, inclusive.

71. Further, during 2012, Defendants TED BERNSTEIN, SIMON BERNSTEIN, LIC Holdings, Inc., ARBITRAGE, or someone acting on their behalves, received and cashed in excess of $30,000.00 worth of commission checks otherwise payable to Plaintiff.

WHEREFORE, Plaintiff prays for judgment for damages against Defendant, ABRITRAGE, SIMON BERNSTEIN, LIC Holdings, Inc. and TED BERNSTEIN, together with pre-judgment interest and post-judgment interest, court costs and any other relief this Court deems just and proper.

COUNT VIII - UNJUST ENRICHMENT
(LIC HOLDINGS, ARBITRAGE, SIMON BERNSTEIN and TED BERNSTEIN)

72. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, paragraphs 1 through 34, inclusive, and the allegations of Count III.

73. STANSBURY conferred a benefit on LIC Holdings, ARBITRAGE, SIMON BERNSTEIN and TED BERNSTEIN by continuing his employment relationship with LIC Holdings and/or ARBITRAGE as a direct and proximate result of the fraudulent representations of SIMON BERNSTEIN and TED BERNSTEIN, as more fully set forth in Count III herein.

74. STANSBURY's continued employment resulted in the generation of substantial revenue for LIC Holdings and/or ARBITRAGE, which was then diverted and converted by the BERNSTEINS for their own personal use to the financial detriment of STANSBURY.

75. LIC Holdings, ARBITRAGE, SIMON BERNSTEIN and TED BERNSTEIN, as officers and majority shareholders of LIC Holdings and ARBITRAGE, had knowledge of the benefit of STANSBURY's continued employment with LIC Holdings and/or ARBITRAGE as they fraudulently induced STANSBURY to continue his productive employment activity while never intending to pay him the compensation he was due.

76. LIC Holdings, ARBITRAGE, SIMON BERNSTEIN and TED BERNSTEIN accepted the revenues generated by STANSBURY in his capacity as employee.

77. There exists no adequate remedy at law as the conduct of the BERNSTEINS in diverting and converting the corporate assets of LIC Holdings and/or ARBITRAGE has resulted in the insolvency of LIC Holdings and possibly ARBITRAGE.

78. The circumstances are such that it would be inequitable for LIC Holdings, ARBITRAGE, SIMON BERNSTEIN and TED BERNSTEIN to retain the benefits of the STANSBURY's productive revenue-generating labor without paying fair value for it.

WHEREFORE, Plaintiff prays for judgment against Defendants, LIC Holdings, Inc., ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, SIMON BERNSTEIN and TED BERNSTEIN, jointly and severally, in an amount in excess of $1,500,000.00 which the evidence shows Plaintiff is entitled for the fair value of the services Plaintiff provided to LIC Holdings and ARBITRAGE , together with prejudgment and post-judgment interest; for his court costs herein expended and for such other relief as the Court may deem just and proper.

COUNT IX - EQUITABLE LIEN
(AS TO SIMON BERNSTEIN, TED BERNSTEIN, BERNSTEIN FAMILY REALTY, LLC and SHIRLEY BERNSTEIN TRUST AGREEMENT)

79. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, the allegations set forth in paragraphs 1 through 34, paragraph 45 and Counts III and VII, above.

80. STANSBURY has alleged essential facts in his General Allegations and Count III that show that SIMON BERNSTEIN and TED BERNSTEIN committed fraud by fraudulently inducing STANSBURY to continue in an employment relationship that proved to be highly lucrative for SIMON BERNSTEIN and TED BERNSTEIN.

81. STANSBURY has alleged essential facts in his General Allegations and Count VII that show that SIMON BERNSTEIN and TED BERNSTEIN were unjustly enriched by STANSBURY's uncompensated continued employment with LIC Holdings and/or ARBITRAGE.

82. The conduct of the BERNSTEINS in depleting the corporate assets of LIC Holdings and ARBITRAGE for their personal benefit by causing the corporation or corporations to make exorbitant and inappropriate distributions to themselves, family members, and BERNSTEIN FAMILY REALT, LLC and SHIRLEY BERNSTEIN TRUST AGREEMENT, at the expense of corporate creditors such as STANSBURY, rendered LIC Holdings and possibly ARBITRAGE insolvent. Therefore STANSBURY has no adequate remedy at law.

83. BERNSTEIN FAMILY REALTY, LLC and SHIRLEY BERNSTEIN TRUSTA AGREEMENT were the transferees of some of the corporate assets of LIC Holdings and/or ARBITRAGE wrongfully diverted and converted by the BERNSTEIN and thus are proper parties to this action and this Count.

84. An equitable lien on the real estate described in paragraph 45 herein and Exhibit "B" attached hereto is justified as an equitable remedy for the wrongful conduct of the BERNSTEINS.

WHEREFORE, Plaintiff prays for the Court to declare and establish an equitable lien in favor of Plaintiff in an amount equal to the funds wrongfully diverted, on the property described in paragraph 45 and Exhibit "B" attached hereto, and on all other assets of the Defendants named in this Count IX, or third parties as yet unknown, which assets have been purchased wholly or in part, improved or benefitted by the diverted funds due Plaintiff, together with his costs herein expended, and such other and further relief as this Court may deem just and proper.

COUNT X - CONSTRUCTIVE TRUST (AS TO SIMON BERNSTEIN, TED BERNSTEIN, BERNSTEIN FAMILY REALTY, LLC and SHIRLEY BERNSTEIN TRUST AGREEMENT)

85. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 79 through 84 above.

WHEREFORE, Plaintiff prays for the Court to declare and establish a constructive trust in favor of Plaintiff on the property described in paragraph 45 and Exhibit "B" attached hereto in an amount equal to the funds wrongfully diverted and on all assets of Defendants or third parties as yet unknown, which assets have been purchased wholly or partly, improved or mortgaged by the diversion of said funds due Plaintiff. Plaintiff further prays for an award of court costs and such other and further relief as the Court may deem just and proper.

JURY DEMAND

86. Plaintiff reiterates his demand for trial by jury on all issues so triable.

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that the above and foregoing has been forwarded via e-mail service at mrmlaw@comcast.net; and mrmlaw1@gmail.com to Mark R. Manceri, Esq., Mark R. Manceri, P.A., *Attorney for Donald Tescher and Robert Spallina as Co-Personal Representatives,* 2929 E. Commercial Blvd., Suite 702, Fort Lauderdale, FL 33308; at arose@pm-law.com and mchandler@pm-law.com to Alan Rose, Esq., PAGE, MRACHEK, *Attorneys for Defendants, Ted Bernstein, LIC Holdings, Inc. and Arbitrage International Management, LLC,* 505 So. Flagler Drive, Suite 600, West Palm Beach, FL 33401, on this 20 day of November, 2013.

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June 20, 2012

Via Certified Mail, Return Receipt Requested

PERSONAL and CONFIDENTIAL
Mr. Ted Bernstein, President
LIC Holdings, Inc.
950 Peninsula Corp Circle
Suite 3010
Boca Raton, FL 33487

Re: William (Bill) Stansbury

Dear Mr. Bernstein:

The undersigned represents William (Bill) Stansbury and we are writing this letter on his behalf. Mr. Stansbury received your proposed letter agreement reflecting LIC Holdings' proposal to indemnify its shareholders concerning policies sold under the Cambridge Financing Program. As a result of your proposal, Mr. Stansbury has reviewed with me in detail his dealings with you and your companies over the past 4 to 5 years.

After reviewing the facts with Mr. Stansbury, some of which will be summarized below, I was shocked that he had not consulted legal counsel until now. Be that as it may, and based upon the facts presented to us, we believe you have engaged in fraud, civil theft, breaches of fiduciary duties, and breach of contract, just to name a few. The purpose of this letter is to a). respond to your indemnity proposal and b). request that you pass this letter on to your counsel immediately in the off-chance that these very serious matters can be resolved prior to the filing of legal action. The issues can be summarized as follows:

1. The first issue concerns you and your company's failure to pay salary compensation to Mr. Stansbury. Mr. Stansbury has been making inquiries concerning this for the past 5 months, but to no avail. Mr. Stansbury's claim for unpaid salary arises from three categories:

EXHIBIT A

a. Failure to pay salary based on net retained commissions.

i. Based upon reports prepared by your company for the period of 2007 through 2011, LIC Holdings, Inc. and/or Arbitrage International Holdings, n/k/a Arbitrage International Management, LLC, received $35,384,246.00 in net retained commissions. According to Mr. Stansbury's salary arrangement, he is entitled to 15% of those net retained commissions, which amounts to $5,307,636.90. During this time period, Mr. Stansbury's salary compensation was $2,844,910.00. The shortfall in salary owed to Mr. Stansbury is $2,462,726.90.

ii. There is salary compensation owed to Mr. Stansbury as a result of bridge loans in 2008. You received a $2,000,000.00 settlement in 2010 resulting from the resolution of a lawsuit involving Global Secured Capital. Mr. Stansbury is entitled to 15% of those funds, which is $300,000.00.

iii. In addition, you received $507,891.00 in commissions in connection with the Biviano matter. Mr. Stansbury is entitled to 15% of those funds, which is $76,183.65.

iv. In April of 2012, you received three commissions totaling approximately $200,000.00 in the Levine, Wiss and Berley matters. Mr. Stansbury has been requesting payment of this for weeks, again to no avail. Mr. Stansbury is due salary compensation for these items in the amount of $30,000.00.

Therefore, Mr. Stansbury's total claim for salary arising out of net retained commissions is approximately $2,868,910.55.

The liability for payment of this salary is not limited to LIC Holdings, Inc. or Arbitrage International Management, LLC. This liability also flows to you individually as a result of your breaches of your fiduciary duty owed to Mr. Stansbury and utter failure to abide by corporate governance standards, which conduct is more particularly described below.

b. Mr. Stansbury is also due unpaid salary based on 15% of all renewal commissions since 2008. Mr. Stansbury's salary claim for renewal commissions cannot as yet be determined with specificity due to the fact that you and your office have been opening mail directed to Mr. Stansbury and negotiating checks made payable to him by falsifying his endorsement and depositing those checks into accounts which only you control. This conduct constitutes civil theft and breach of fiduciary duty. We believe this claim amounts to hundreds of thousands of dollars.

c. Salary compensation for 2008. Mr. Stansbury has recently learned that you and Mr. Simon Bernstein received $8,982,124.00 in salary in 2008. By contrast, Mr. Stansbury received $420,018.00, paid to him in January 2008, based on policies sold in 2007. He received zero (no salary compensation) for his 2008 production. It is obvious that you and Simon treated your corporations as personal ATM machines, while completely ignoring your fiduciary

responsibilities to your employee and minority shareholder, Mr. Stansbury. It further appears that after the exorbitant salaries were paid to you, you then loaned the money back to the corporation at an interest rate significantly above market rates in order to meet the cash flow needs of the various entities, again, clearly disregarding your corporate governance responsibilities.

2. Indemnification issues.

Mr. Stansbury has been served with three lawsuits from Phoenix Insurance Company and one from Mr. Wright seeking indemnification as a result of agent misconduct which was in no way attributable to the conduct of Mr. Stansbury. Although all of these matters have been settled, because he was the qualifying agent of record for other policies, he could be the subject of future litigation for refunds of commissions paid. All of these commissions were paid over to you or your companies.

The Indemnification Agreement which you sent to Mr. Stansbury is completely insufficient. You have a duty as a matter of law to indemnify Mr. Stansbury. Your offer of future indemnity is contingent upon "all" commissions that have been received by LIC's present or past shareholders be turned over to LIC. This is nothing short of extortion. Further, your second paragraph states that LIC is "presently insolvent" and has a "negative net worth." You then conclude with the sentence that with the indemnification agreement in place, LIC "may" have sufficient funds to meet its current obligations. Therefore, a simple indemnification from LIC Holdings to Mr. Stansbury is insufficient. Any such indemnification would have to be personally guaranteed by you and Mr. Simon Bernstein.

3. Unauthorized interception of U.S. Mail.

I have been given the understanding that your office has been opening mail directed to Mr. Stansbury personally. This is a federal offense and also constitutes a breach of the fiduciary duty you owe to Mr. Stansbury as an employee and minority shareholder.

There has been no accounting to Mr. Stansbury for any of the checks which may have been sent to him personally on which his signature has been forged, the checks cashed and placed out of the reach of Mr. Stansbury. In 2012, Mr. Stansbury has been receiving checks from Phoenix Life Insurance Company and TransAmerica Life Insurance Company. Mr. Stansbury has been holding these checks. They have now been remitted to the undersigned as attorney for Mr. Stansbury. This office is holding these funds in a separate interest-bearing trust account pending the resolution of this matter.

With regard to all of the other insurance companies for whom Mr. Stansbury is listed as the qualifying agent, he has now informed those companies that all future renewal commissions paid to him personally be sent to Mr. Stansbury at his home address. These funds will then be remitted to the undersigned counsel of record for Mr. Stansbury. We will place these funds in a separate interest-bearing trust account as well. Any attempts by you to contact these insurance

companies will be considered a tortious interference of his business relationship and such activity will be added as a claim in any future legal proceedings.

4. Shareholder status.

Mr. Stansbury has been a 10% shareholder of LIC Holdings, Inc., pursuant to the terms of a Shareholders Agreement. On behalf of Mr. Stansbury, demand is hereby made, pursuant to Florida Statute 607.1602, for inspection of the corporate records including the following:

I. Minutes of the Board of Directors meetings from January 1, 2008 to the present.

II. Minutes of Shareholders' meetings from January 1, 2008 to the present.

III. Records of any actions taken by the Shareholders and/or the Board of Directors without a meeting, from January 1, 2008 to the present.

IV. Accounting and financial records of LIC Holdings, Inc., Arbitrage International Management, LLC, formerly known as Arbitrage International Holdings, LLC, and all other subsidiary or affiliated companies under your control, including, without limitation, income tax returns, general ledgers, balance sheets, profit and loss statements, stock books, bank statements, loan agreements or guarantees, and any other financial books and records from January 1, 2008 to the present.

Mr. Stansbury is seeking to inspect these records in good faith and for the purpose of determining if misappropriation of corporate assets for improper purposes has previously taken or is presently taking place.

I have been made aware of a letter dated December 22, 2011 in which Mr. Stansbury purportedly "ceded" his shares of stock in LIC Holdings, Inc. back to the company. This letter was obtained under false pretenses and is not recognized by Mr. Stansbury as validly conveying his ownership interest in LIC Holdings, Inc.

Please have your legal counsel contact us within ten (10) days. Should we fail to receive a response within that time, Mr. Stansbury will take legal action to protect his rights and interests.

Very truly yours,

PETER M. FEAMAN, P.A.

By: Peter M. Feaman

Peter M. Feaman

PMF/mk
cc: William Stansbury
CC Riggs (e-mail)

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mr. Ted Bernstein, Pres.
LIC Holdings, Inc.
950 Peninsula Corp. Cir.
Suite 3010
Boca Raton, FL 33487

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by (Printed Name) | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number
(Transfer from service label) 7011 0110 0000 6015 5239

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

LEGAL DESCRIPTIONS

880 Berkeley, Boca Raton, FL : A portion of Lots 40 and 41, Block 1, BEL MARRA, as recorded in Plat Book 25, Page 30, of the Public Records of Palm Beach County, Florida.

15807 Menton Bay Court, Delray Beach, FL: Lot 139, SATURNIA ISLES – PLAT ONE, according to the plat thereof, as recorded in Plat Book 91, at Page 108 of the Public Records of Palm Beach County, Florida.

7020 Lions Head Lane, Boca Raton, FL: Lot 781, ST. ANDREWS COUNTRY CLUB, PLAT NO. 14, according to the Plat thereof, as recorded in Plat Book 57, Pages 132-135, inclusive, of the Public Records of Palm Beach County, Florida.

2753 NW 34th St., Boca Raton, FL: Lot 68, Block G, BOCA MADERA Unit 2, according to the Plat thereof, recorded in Plat Book 32, Pages 59 and 60, of the Public Records of Palm Beach County, Florida

2494 So. Ocean Blvd., Boca Raton, FL: Condominium Parcel Number C5 o the Center Building of ARAGON CONDOMINIUM according to the Declaration of Condominium thereof recorded in Official Records Book 8921, Page 1267 of the Public Records of Palm Beach County, Florida.

EXHIBIT "B"

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,
Plaintiff,

CASE NO: **50 2012 CA 013933 MB AA**

v.

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN and as co-trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,
Defendants.
_____/

SECOND AMENDED COMPLAINT

WILLIAM E. STANSBURY, by and through undersigned counsel, sues the Defendants and states:

1. This is an action for money damages in excess of $15,000, and for equitable relief.

2. Plaintiff (hereinafter referred to as "STANSBURY") is *sui juris*, and a resident of Palm Beach County, Florida.

3. Defendant TED S. BERNSTEIN ("TED BERNSTEIN"), is *sui juris*, and a resident of Palm Beach County, Florida.

4. SIMON L. BERNSTEIN ("SIMON BERNSTEIN") died on or about September 13, 2012, after the filing of the initial Complaint in this action. At the time of his death, SIMON BERNSTEIN was *sui juris*, and was a resident of Palm Beach County, Florida. Defendants

Donald R. Tescher and Robert L. Spallina are serving as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN (the "ESTATE")which ESTATE is presently open and pending in the Palm Beach County Circuit Court, *In re: Estate of Simon L. Bernstein*, Case No. 502012CP004391XXXXSB (the "Estate Proceeding"). In accordance with Section 733.705, Florida Statutes, STANSBURY hereby brings this independent action against the ESTATE with respect to his Statement of Claim that was filed and objected to in the Estate Proceeding.

5. Defendant, LIC HOLDINGS, INC. ("LIC Holdings") is a Florida corporation with its principal place of business in Palm Beach County, Florida.

6. Defendant, ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, formerly known as ARBITRAGE INTERNATIONAL HOLDINGS, LLC, ("ARBITRAGE") is a Florida limited liability company with its principal place of business in Palm Beach County, Florida.

7. Defendant, BERNSTEIN FAMILY REALTY, LLC is a Florida limited liability company doing business in Palm Beach County.

8. Defendant, the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008 ("SHIRLEY'S TRUST"), owns real property in Palm Beach County, Florida. Based upon information and belief, Donald R. Tescher and Robert L. Spallina are serving as co-trustees of SHIRLEY'S TRUST. This Court has personal jurisdiction over the trustees and the beneficiaries of SHIRLEY'S TRUST under Section 736.0202, Florida Statutes, as the principal place of administration of SHIRLEY'S TRUST is in Palm Beach County, Florida. This court has subject matter jurisdiction over this action under Section 736.0203, Florida Statutes. Venue is proper in Palm Beach County, Florida, under Section 736.0204, Florida Statutes, as the principal place of administration of SHIRLEY'S TRUST is in Palm Beach County, Florida and one or more of the beneficiaries of SHIRLEY'S TRUST reside in Palm Beach County, Florida.

9. The acts and incidents giving rise to the causes of action alleged herein arose in Palm Beach County, Florida.

General Allegations

10. STANSBURY has worked in the insurance industry for virtually all of his adult life. After 30 years, he had become well-known and highly regarded by major insurance companies, their principals and others throughout the insurance industry, at all levels thereof, as well as by professionals, including attorneys, CPA's, financial advisors, wealth managers and others who were involved in serving, or otherwise dealing with insurers, insurance brokers and life insurance products.

11. SIMON BERNSTEIN dealt at sophisticated levels of the insurance industry and specialized in developing and marketing insurance concepts suitable for persons of high net worth to incorporate into their wealth management and estate planning.

12. TED BERNSTEIN, the son of SIMON BERNSTEIN, was also actively involved in selling life insurance products in conjunction with attorneys, CPAs and other professionals, to be incorporated into high net worth individuals' financial and estate planning.

13. TED BERNSTEIN, **acting on his behalf and on behalf of, and in concert with, SIMON BERNSTEIN**, approached STANSBURY, urging STANSBURY to spearhead the marketing of a unique insurance concept, newly developed by a prominent law firm, which was designed for use in the financial and estate planning of high net worth individuals.

14. TED BERNSTEIN told STANSBURY that he knew of STANSBURY's expertise and reputation in the insurance and related industries, and that STANSBURY was skilled at and accustomed to speaking and marketing insurance products to groups of professionals. He realized that STANSBURY, because of his knowledge, reputation and abilities, would be well suited to market this concept nationwide through prominent and experienced professionals.

15. In 2006, SIMON BERNSTEIN and TED BERNSTEIN (collectively, "BERNSTEIN" or the "BERNSTEINS") formed, **as sole shareholders,** Defendants LIC Holdings and ARBITRAGE for the purpose of marketing and selling certain life insurance products to high net worth individuals for their wealth management and estate planning needs.

16. STANSBURY agreed to become an employee of LIC Holdings, Inc. and ARBITRAGE and agreed to a salary of 15% of net commissions received on all products **sold,** including renewals. **STANSBURY at this time was responsible for calculating, on a monthly basis, the commissions earned by him in connection with new business generated in the current year and renewals on business generated in previous years.**

17. STANSBURY worked with diligence and skill, traveling throughout the United States, generating ever-increasing sales and generating very large commissions. By 2006, nationwide sales were resulting in substantial commissions on new policies and renewal commissions.

18. Also in 2006, SIMON BERNSTEIN, **acting on his behalf and on behalf of, and in concert with, TED BERNSTEIN,** told STANSBURY that STANSBURY was being rewarded for his efforts and the explosive growth of the business, such that he would receive a 10% ownership interest in LIC Holdings, Inc. **SIMON BERNSTEIN and TED BERNSTEIN, collectively, were majority shareholders while STANSBURY was a minority shareholder in LIC Holdings, Inc.**

19. In February of 2008, SIMON BERNSTEIN, **acting on his behalf and on behalf of, and in concert with, TED BERNSTEIN,** approached STANSBURY **and told him his time would be better spent building the business rather than performing monthly calculations of income. The plan proposed was that,** rather than STANSBURY performing computations on a

monthly basis as to how much should be paid to him based upon 15% of the commissions derived from **both** policies sold by STANSBURY **and renewals from previous years**, the BERNSTEINS and STANSBURY **all would** forego monthly payouts and defer compensation until the end of 2008, when year-end computations could be made. It was **represented** that in December, year-end computations would be made and salaries would be paid in December 2008 or January of 2009. It was specifically represented to STANSBURY that:

a) neither SIMON BERNSTEIN, TED BERNSTEIN nor STANSBURY would take any compensation **during fiscal year 2008 but rather they all would wait** until the year-end accounting was performed in December of 2008 or January, 2009;

b) SIMON BERNSTEIN, TED BERNSTEIN, and STANSBURY would each be paid a minimum salary of $1,000,000 at year end, and STANSBURY'S salary was to be applied against his earned commissions of 15%. Any compensation due STANSBURY over and above the $1,000,000 would be paid as a distribution on his stock ownership interest in LIC Holdings.

20. **In January of 2008, STANSBURY was paid $420,018 for commissions earned on 2007 sales, but his share of renewal commissions paid to LIC Holdings or ARBITRAGE in 2007 for sales made in previous years by STANSBURY was not paid to him. STANSBURY also was and has never been paid the commissions earned on sales made by STANSBURY in 2008 and thereafter, and has never been paid the renewal commissions earned on sales made in previous years by STANSBURY that were paid to LIC Holdings or ARBITRAGE in 2008 and thereafter.**

21. **When STANSBURY was not paid as agreed in late 2008/2009 and thereafter, SIMON BERNSTEIN and TED BERNSTEIN, on behalf of and in concert with each other, stated to STANSBURY that salary and ownership distributions due and owing to SIMON**

BERNSTEIN, TED BERNSTEIN and STANSBURY would be deferred to a future time because it was necessary to retain the funds in the corporate bank accounts to demonstrate to potential lenders the financial stability of the companies.

22. The false statements set forth in paragraphs 18 through 21, above, were made by SIMON BERNSTEIN and TED BERNSTEIN, in concert with each other, with knowledge of their falsity and with the intention never to fulfill such promises.

23. Despite the representations to STANSBURY set forth above to the contrary, SIMON BERNSTEIN and TED BERNSTEIN, as officers and majority shareholders of LIC Holdings and ARBITRAGE, authorized LIC Holdings and/or Arbitrage to pay them $3,756,229.00 and $5,225,825.00, respectively, in 2008. Notwithstanding the amount referenced in paragraph 20, STANSBURY received no compensation for commissions earned and renewal commission earned in 2008.

24. The net retained commissions by LIC Holdings and ARBITRAGE, not including renewals, for 2008 were approximately $13,442,549.00. As such, STANSBURY was entitled to, at the very minimum, 15% of $13,442,549.00, or $2,016,382.35.

25. Beginning late in 2007 or early in 2008, and continuing through at least 2012, LIC Holdings and/or ARBITRAGE became the alter ego of SIMON BERNSTEIN and TED BERNSTEIN, as officers and majority shareholders, in that they disregarded corporate structure and wrongfully diverted, converted and depleted corporate assets of LIC Holdings and ARBITRAGE for their own personal benefit and the benefit of Bernstein family trusts and other entities as more specifically set forth below. Those trusts have since invested these wrongfully diverted and converted corporate assets in real estate, also as more particularly set forth below. The wrongful action of SIMON BERNSTEIN and TED BERNSTEIN in diverting and converting corporate assets rendered LIC Holdings insolvent.

26. Throughout 2009, SIMON BERNSTEIN and TED BERNSTEIN continued to make false statements to STANSBURY to hide the fact that **LIC Holdings and/or ARBITRAGE was their alter ego, in that they converted corporate property and corporate assets of LIC and/or ARBITRAGE** for their own personal benefit by withdrawing millions in 2008, 2009 **and thereafter,** all to the **exclusion and** financial detriment of STANSBURY, **and despite fraudulently representing to STANSBURY that no** money was being paid as salary or distributions **to SIMON BERNSTEIN, TED BERNSTEIN or STANSBURY** because **it was necessary to** hold **the funds** in the corporate bank accounts to show to potential lenders the financial stability of the company.

27. STANSBURY relied upon these continuing **misrepresentations** of Defendants to his detriment. Because STANSBURY was told that potential funding sources for the business needed to see that capital of the company was available, he took no action when he did not receive any compensation for 2009 and **was** paid only $30,000 in 2010.

28. In order to continue their scheme to defraud, SIMON BERNSTEIN and TED BERNSTEIN failed and refused to account for renewal commissions and failed to supply any financial information to STANSBURY concerning LIC Holdings or ARBITRAGE.

29. In furtherance of their scheme to deprive STANSBURY of salary he had earned and shareholder distributions to which he was entitled, SIMON BERNSTEIN and TED BERNSTEIN intercepted mail addressed to STANSBURY, removing commission checks representing commissions due to STANSBURY, deposited the funds into their own accounts and otherwise converted the funds. SIMON BERNSTEIN and TED BERNSTEIN also opened STANSBURY's mail containing checks payable to him which were unrelated to them and the businesses.

30. In 2011, the Defendants BERNSTEIN decided to deceive STANSBURY further. STANSBURY had for years been given K-1 statements reflecting his 10% ownership of LIC

Holdings. At the end of 2011, TED BERNSTEIN told STANSBURY that the company accountant had discovered a taxable event which could cause STANSBURY, as an owner of LIC Holdings to pay taxes on phantom income. TED BERNSTEIN promised that if STANSBURY would sign a paper ceding his 10% interest in LIC Holdings, he would not have to pay the tax. TED BERNSTEIN promised he would hold the paper, promising it would not become operative until STANSBURY and the Defendants BERNSTEIN discussed the situation further in the first quarter of 2012.

31. Because of the misrepresentations, willful concealments of material facts, duplicity and deceit practiced by Defendants upon STANSBURY, STANSBURY reasonably believed that Defendants had complied, or intended to comply with their obligations to STANSBURY under the contract between them. STANSBURY, therefore, was prevented from knowing for a period of years that the causes of action ASSERTED HEREIN existed.

32. By the second quarter of 2012, STANSBURY developed the belief that the BERNSTEINS' representations over the years were wholly false and he sought legal counsel.

33. STANSBURY has retained the law firm of Peter M. Feaman, P.A. and has agreed to pay it a reasonable fee for its services rendered herein.

COUNT I - ACCOUNTING
(Against LIC Holdings and ARBITRAGE, for Accounting)

34. STANSBURY hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 33, inclusive.

35. The relationship between STANSBURY and the Defendants, particularly as affected by Defendants' acts described in preceding paragraphs 19 through 27 created a situation where Defendants had sole access to receipts generated by STANSBURY's efforts, and to books and

records reflecting said receipts and the other information from which can be calculated all moneys due to STANSBURY under his arrangement with Defendants.

37. The period of time during which STANSBURY has been deprived of monies due him spans approximately four and a half years. The various sources of revenue to Defendants of monies from which the amounts due STANSBURY may be calculated, the manner in which STANSBURY was to be paid, and the amount due STANSBURY all involve extensive and complicated accounts, and STANSBURY's remedy at law cannot be as full, adequate and expeditious as it is in equity.

WHEREFORE, Plaintiff STANSBURY prays for an adjudication of Plaintiff's right to a full and complete accounting from Defendants, LIC Holdings and ARBITRAGE, and for such orders of Court as will require such Defendants to provide STANSBURY with all records and copies of documents from January 1, 2006 to the present, in order to reveal his right to, and the amount of all sums: (a) received as commissions to which STANSBURY was entitled to a share; (b) due to STANSBURY, whether paid or not; (c) paid to STANSBURY, whether for commissions, salary, distributions, expenses or any other reason; (d) paid to each of the BERNSTEIN Defendants out of monies received as commissions; (e) deposits of any and all moneys received as commissions by any Defendants to any accounts, including the name of the entity whose account was involved, the number(s) of each such account; the address of the branch or other facility through which any Defendant dealt with such entity; (f) calculations as to moneys paid , to be paid, or not to be paid to STANSBURY, together with an award of court costs and such other and further relief as the Court may deem just and proper.

COUNT II. BREACH OF ORAL CONTRACT
(Against LIC Holdings, Inc., ARBITRAGE, SIMON BERNSTEIN and TED BERNSTEIN)

38. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 37, inclusive.

39. The arrangement between STANSBURY and Defendants as described in paragraphs 16 and 24 above, constituted a contract between them.

40. An express term of that contract involved the commitment of LIC Holdings and ARBITRAGE to calculate and pay to STANSBURY all sums due to him under the contract, whether as commissions, salary, distributions, expenses or any other reason.

41. The Defendants initially performed the duties required of them under said contract.

42. However, Defendants breached their contract with STANSBURY by withholding from STANSBURY monies due him under the contract.

43. The withholding of such monies constitutes a material breach of the contract between STANSBURY and LIC Holdings and ARBITRAGE.

44. STANSBURY has sued both LIC Holdings and ARBITRAGE because the BERNSTEINS represented that his employment relationship was with LIC Holdings, the company in which he owned a 10% interest, but STANSBURY'S W-2 statements were issued by ARBITRAGE as his employer.

45. SIMON BERNSTEIN and TED BERNSTEIN, are personally liable, jointly and severally, for the material breach of the oral employment contract with STANSBURY as LIC Holdings and/or ARBITRAGE were the alter egos of SIMON BERNSTEIN and TED BERNSTEIN in that the BERNSTEINS depleted corporate assets for personal benefit by causing the corporation or corporations to make exorbitant and inappropriate

distributions to themselves, family members, and BERNSTEIN family trusts and other entities, at the expense of corporate creditors such as STANSBURY, to wit:

a) SIMON BERNSTEIN and TED BERNSTEIN caused LIC Holdings and/or ARBITRAGE to pay to them at least $3,756,229.00 and $5,225,825.00, respectively, in fiscal 2008 during which time STANSBURY, other than the amount referenced in paragraph 20, was paid nothing for 2008;

b) According to Palm Beach County public records, in December of 2007 TED BERNSTEIN purchased a property at 880 Berkeley Street, Boca Raton, Florida, 33487, for $4,400,000;

c) According to Palm Beach County public records, on December 28, 2008, TED BERNSTEIN paid off the mortgage in the amount of $486,400.00 on a property he owned at 15807 Menton Bay Court, Saturnia Isles, Delray Beach, Florida, 33446;

d) According to Palm Beach County public records, SIMON BERNSTEIN paid off the mortgage on property he and his wife owned, and subsequently transferred by quitclaim deed on May 20, 2008 to the trustee of SHIRLEY'S TRUST, at 7020 Lions Head Lane, Boca Raton, Florida, 33496. The amount of the mortgage pay-off is unknown, but in 2013 the property was listed for sale at $2,399,000;

e) According to Palm Beach County public records, on June 18, 2008, BERNSTEIN FAMILY REALTY, LLC acquired a property located at 2753 N.W. 34 Street, Boca Madera Unit 2, Boca Raton, Florida 33432 (the "Boca Madera Property). On July 8, 2008, SIMON BERNSTEIN loaned $365,000 to BERNSTEIN FAMILY REALTY, LLC. The specific purpose of the loan is unknown, but SIMON BERNSTEIN received a mortgage on the Boca Madera Property to secure the loan;

f) According to Palm Beach County public records, on May 20, 2008 SIMON BERNSTEIN and his wife transferred by quitclaim deed to the trustee of SHIRLEY'S TRUST a 4,220 square foot oceanfront condominium unit in a complex known as "The ARAGON" in Boca Raton, located at 2494 So. Ocean Boulevard, Boca Raton, Florida. The mortgage on that property was paid off on September 27, 2010.

46. There is due to STANSBURY from such Defendants all amounts due under said contract, together with prejudgment and post-judgment interest on said amounts.

WHEREFORE, Plaintiff prays for judgment against **SIMON BERNSTEIN and TED BERNSTEIN declaring that** Defendants, LIC Holdings, Inc., ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, **are the alter ego of SIMON BERNSTEIN and TED BERNSTEIN, and a judgment against** Defendants, LIC Holdings, Inc., ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, **SIMON BERNSTEIN and TED BERNSTEIN,** jointly and severally, in excess of $1,500,000.00 for the amounts due to Plaintiff under the terms of their contract, together with prejudgment and post-judgment interest, court costs and such other relief as the Court may deem just and proper.

COUNT III. FRAUD IN THE INDUCEMENT- EMPLOYMENT AGREEMENT (Against TED BERNSTEIN AND SIMON BERNSTEIN)

47. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 46, inclusive.

48. At all material times hereto, SIMON BERNSTEIN and TED BERNSTEIN were officers and majority shareholders of LIC Holdings and ARBITRAGE.

49. The statements set forth in paragraphs 18 through 24, above, made by SIMON BERNSTEIN and TED BERNSTEIN, on behalf of and in concert with each other, and as officers and majority shareholders of LIC Holdings and ARBITRAGE, were false

statements of material fact that SIMON BERNSTEIN and TED BERNSTEIN knew to be false at the time they were made, and SIMON BERNSTEIN and TED BERNSTEIN never intended to authorize LIC Holdings or ARBITRAGE to pay to STANSBURY the amounts due him as evidenced by the fact that the accountant for LIC Holdings and ARBITRAGE prepared financial statements for 2008 showing that the BERNSTEINS would receive compensation, but STANSBURY would not, for fiscal 2008, in direct contravention to their statements and promises to STANSBURY.

50. SIMON BERNSTEIN and TED BERNSTEIN intended for STANSBURY to rely on such statements that he would be ultimately be paid for his productivity in order to induce him into continuing his productive and revenue-generating sales activity as an employee of LIC Holding and/or ARBITRAGE and fraudulently created for STANSBURY the false expectation that STANSBURY would be paid as agreed.

51. STANSBURY in fact relied to his detriment on these false statements and was induced thereby to remain in his employment relationship with LIC Holdings and ARBITRAGE as he continued to sell products and generate revenue for LIC Holdings and ARBITRAGE until 2012.

52. STANSBURY was injured thereby as he was not and has not been compensated for his revenue-generating sales performance, and did not seek alternative employment, as a proximate result of his detrimental reliance on these false statements.

WHEREFORE, Plaintiff prays for judgment against Defendants, SIMON BERNSTEIN and TED BERNSTEIN, jointly and severally, for damages in excess of $1,500,000.00 together with prejudgment and post-judgment interest, court costs and such other relief as the Court may deem just and proper. STANSBURY reserves the right to move to amend to request punitive damages in accordance with Florida Law.

COUNT IV. FRAUD IN THE INDUCEMENT-CEDING OF LIC HOLDINGS OWNERSHIP INTEREST (Against Ted Bernstein and LIC Holdings, Inc.)

53. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 52, inclusive.

54. In the fourth quarter of 2011, TED BERNSTEIN embarked upon a plan to defraud from STANSBURY his 10% ownership interest in LIC Holdings, Inc. As set forth in paragraph 31 above Defendant TED BERNSTEIN fraudulently induced STANSBURY to **prepare and** sign a document giving up his 10% interest in and to LIC Holdings, Inc.

55. The ceding of his shares in LIC Holdings, Inc. was procured by fraud and STANSBURY relied upon the representations made by BERNSTEIN with regard to signing the document apparently ceding his stock.

56. It was reasonable for STANSBURY to rely on the representations made by BERNSTEIN because at that time STANSBURY was unaware of the breaches of fiduciary duty and breaches of the oral contract that had taken place.

57. As a result of STANSBURY's reliance, STANSBURY has been damaged by the loss of 10% of the shares of LIC Holdings and the rights and remedies to a shareholder related thereto.

WHEREFORE, Plaintiff prays for a judgment for damages against Defendants BERNSTEIN and LIC Holdings, Inc. for the damages caused by the fraudulent conduct of BERNSTEIN as described herein, together with reasonable costs, pre-judgment interest and any other relief this Court deems just and proper.

COUNT V. CIVIL THEFT
(Against ARBITRAGE INTERNATIONAL MARKETING, LLC)

58. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 57, inclusive.

59. This is an action for Civil Theft under Chapter 772, Florida Statutes, more specifically §772.11, Fla.Stat.

60. In February, 2012 and March, 2012, Defendant ARBITRAGE intercepted two separate checks made payable to William STANSBURY intended as payment to STANSBURY for matters arising wholly outside his business transactions with the BERNSTEINS, LIC Holdings and ARBITRAGE.

61. Notwithstanding that the checks made payable to William STANSBURY was for sums due STANSBURY by a third party not in connection with the aforesaid business transactions, ARBITRAGE and/or someone acting on its behalf, caused the negotiation of STANSBURY's checks, wrongfully endorsing the checks and retaining the sums that should have been payable to STANSBURY.

62. As a result of the foregoing, Defendant ARBITRAGE has been guilty of criminal theft by conversion with the criminal intent to steal his money and deprive STANSBURY of his possession and use thereof.

63. Written demand for payment of all amounts due STANSBURY has been made to Defendants, more than 30 days preceding the filing of this Complaint, to no avail. A copy of the demand letter is attached hereto as Exhibit "A."

WHEREFORE, Plaintiff prays for judgment against Defendant, ARBITRAGE for three times the full amount of the check made payable to STANSBURY, together with pre-judgment interest and post-judgment interest, attorneys' fees, court costs and any other relief this Court deems just and proper.

COUNT VI. CONVERSION

64. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 60 through 65, inclusive.

65. Further, during 2012, Defendants' TED BERNSTEIN, SIMON BERNSTEIN, LIC Holdings, Inc., ARBITRAGE, or someone acting on their behalves, received and cashed in excess of $30,000.00 worth of commissions checks otherwise payable to Plaintiff.

WHEREFORE, Plaintiff prays for judgment for damages against Defendant, ABRITRAGE, SIMON BERNSTEIN, LIC Holdings, Inc. and TED BERNSTEIN, together with pre-judgment interest and post-judgment interest, court costs and any other relief this Court deems just and proper.

COUNT VII. EQUITABLE LIEN

66. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, paragraphs 1 through 65, above.

67. Defendants, SIMON BERNSTEIN and/or TED BERNSTEIN wrongfully diverted funds from LIC Holdings and ARBITRAGE that rightfully should have been paid to STANSBURY pursuant to their oral agreement.

68. Upon information and belief, SIMON BERNSTEIN and/or TED BERNSTEIN, or both, wrongfully diverted funds from LIC Holdings and/or ARBITRAGE and acquired and/or maintained or improved property located at 7020 Lion's Head Lane, Boca Raton, Florida, legally described as

> Lot 781, St. Andrews Country Club (a PUD) Plat No. 14 according to the plat thereof recorded in Plat Book 57, Page 132 of the public records of Palm Beach County, Florida.

69. Further, upon information and belief, as a result of the funds being wrongfully diverted from LIC Holdings and/or ARBITRAGE, which otherwise rightfully belonged to and should have been paid to STANSBURY, the property legally described as

> Lot 68, Block G Boca Madeira, Unit 2 according to the plat thereof recorded in Plat Book 32, Pages 59 and 60 of the public records of Palm Beach County, Florida, with a property address of 2753 NW 34 Street, Boca Raton, Florida,

was encumbered with a mortgage representing wrongfully diverted funds which were loaned in the form of a second mortgage to Defendant, BERNSTEIN FAMILY REALTY, LLC, a Florida limited liability company.

70. Upon information and belief, as a result of the funds being wrongfully diverted from LIC Holdings and/or ARBITRAGE which otherwise should have been paid to STANSBURY, such funds were used to satisfy a mortgage for the benefit of TED BERNSTEIN on property legally described as

> Lot 139, Saturnia Isles, Plat One, recorded in Plat Book 91 at Page 108 of the property records of Palm Beach County, Florida, with a property address of 15807 Menton Bay Court, Delray Beach, Florida

WHEREFORE, Plaintiff prays for the Court to declare and establish an equitable lien in favor of Plaintiff in an amount equal to the funds wrongfully diverted, on the property described herein, and on all other assets of Defendants or third parties as yet unknown, which assets have been purchased wholly or in part, improved or benefitted by the diverted funds due Plaintiff, together with court costs and such other and further relief as this Court may deem just and proper.

COUNT VIII. CONSTRUCTIVE TRUST

71. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 7__ through 7__ above.

WHEREFORE, Plaintiff prays for the Court to declare and establish a constructive trust in favor of Plaintiff on the property described in paragraphs __ through __ in an amount equal to the funds wrongfully diverted and on all assets of Defendants or third parties as yet unknown, which assets have been purchased wholly or partly, improved or mortgaged by the diversion of said funds due Plaintiff. Plaintiff further prays for an award of court costs and such other and further relief as the Court may deem just and proper.

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that the above and foregoing has been forwarded via e-mail at swergoldj@gtlaw.com; ciaffik@gtlaw.com; steffesj@gtlaw.com; and FLService@gtlaw.com to Jon Swergold, Esq., Greenberg Traurig, P.A., 401 East Las Olas Blvd., Suite 2000, Fort Lauderdale, FL 33301 this ____ day of FEBRUARY, 2013.

PETER M. FEAMAN, P.A.
3615 W. Boynton Beach Blvd.
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Fax: 561-734-5554
pfeaman@feamanlaw.com

By: _____
Peter M. Feaman
Florida Bar No.: 0260347

Bernstein, Estate of Simon 11187.006
Stansbury Litigation

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT, IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NO: 502012CA013933XXXXMB AA

WILLIAM E. STANSBURY,

Plaintiff,

vs.

TED S. BERNSTEIN, SIMON BERNSTEIN, LIC HOLDINGS, INC., and ARBITRAGE INTERNATIONAL MANAGEMENT, L.L.C., f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, L.L.C.,

Defendants.

ORDER ON DEFENDANTS' MOTION TO DISMISS OR, IN THE ALTERNATIVE, MOTION FOR MORE DEFINITE STATEMENT

THIS CAUSE having come before the Court on January 14, 2013, on Defendants' Motion to Dismiss Or, In The Alternative, Motion For More Definite Statement (the "Motion"), and Plaintiff's Response in Opposition to the Motion, and the Court having heard argument of counsel , and being otherwise fully advised, does hereby

ORDER and ADJUDGE:

1. Defendants' Motion to Dismiss Count I is hereby DENIED.

2. Defendants' Motion to Dismiss Count III is hereby GRANTED without prejudice.

3. Defendants' Motion to Dismiss Count V is hereby GRANTED without prejudice.

4. Defendants' Motion to Dismiss Count VI is hereby GRANTED without prejudice.

5. Defendants' Motion to Dismiss Count VII is hereby GRANTED without prejudice.

6. Plaintiff has agreed to voluntarily withdraw Count II (Accounting - Against Ted Bernstein and Simon Bernstein), Count IV (Breach of Implied Covenant of Good Faith and Fair Dealing - Against All Defendants), Count VIII (Equitable Lien - Against All Defendants), Count IX (Contract Implied in Law - Against All Defendants), Count X (Constructive Trust - Against All Defendants) and Count XI (Indemnification - Against All Defendants) without prejudice.

7. That part of the Motion to Dismiss asserting the Statute of Limitations is hereby denied.

8. The Court finds that Defendants' request for legal fees and costs under Florida Statute §§ 772.11 and 812.035(7) due to the Court's dismissal of Count VI (Civil Theft) with leave to amend is premature at this time.

9. Plaintiff shall have twenty (20) days from the date of this Order to amend his Complaint.

DONE AND ORDERED in Chambers, West Palm Beach, Palm Beach County Florida this 23rd day of January, 2013.

HON. GLENN D. KELLEY
CIRCUIT JUDGE

Copies to:

Jon Swergold, Esq., Greenberg Traurig, P.A., 401 East Las Olas Blvd., Suite 2000, Fort Lauderdale, FL 33301; swergoldj@gtlaw.com; ciaffik@gtlaw.com; and
Peter M. Feaman, Esq., Peter M. Feaman, P.A., 3615 W. Boynton Beach Blvd., Boynton Beach, FL; pfeaman@feamanlaw.com; kdstern@gmail.com.

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,
Plaintiff,

CASE NO: 50 2012 CA 013933 MB AA

v.

TED S. BERNSTEIN; SIMON BERNSTEIN; LIC HOLDINGS, INC.; and ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC.
Defendants.
_____/

RESPONSE OF PLAINTIFF WILLIAM E. STANSBURY TO DEFENDANTS' MOTION TO DISMISS OR, IN THE ALTERNATIVE, MOTION FOR MORE DEFINITE STATEMENT

Plaintiff WILLIAM E. STANSBURY, through undersigned counsel, hereby responds to Defendants' Motion to Dismiss or, in the Alternative, Motion for More Definite Statement, and states:

1. **General Response**

When considering a Motion to Dismiss, the standard to be applied by the trial court is that every allegation must be accepted as true, and every inference must be drawn in favor of the Plaintiff; the pleader is only required to set forth "a short and plain statement of the ultimate facts showing that the pleader is entitled to relief." *See*, Rule 1.110(b), Fla. R.Civ. P.

The facts pled in the Complaint that support the various legal theories set forth in each Count are contained in paragraphs 8 through 25 of the Complaint. They establish that:

- Plaintiff was an employee and minority owner of LIC Holdings, Inc. (LIC); he was promised but not paid compensation that he was due for the years 2008 through 2011;

and he was denied promised profit distributions on his 10% ownership interest. *See*, paragraphs 13, 18, 20 21 and 22.

- That the officers of Defendants LIC and Arbitrage International Management (AIM), Simon and Ted Bernstein, made false and mislcading representations to Plaintiff with respect to the compensation and distributions due him by falsely stating, among other things, that Defendants Bernstein as well as Plaintiff were not receiving full compensation when, in fact, Defendants Bernstein were being fully paid. *See*, paragraphs 21, 22 and 25.
- This concealment and other representations, and reliance thereon, induced Plaintiff to delay pursuing his rights until he did so by the filing of the Complaint in 2012. *See*, paragraph 25.

Plaintiff's Complaint clearly sets forth the ultimate facts supporting Plaintiff's claims against the Defendants. The Defendants' assertion that the Plaintiff's factual allegations as "confusing," "riddled with ambiguities," "vague," and "contradictory" (which they are not) is simply wrong.

2. **The Statute of Limitations Does Not Bar Plaintiff's Claims.** Defendants seek to dismiss the Counts alleging Accounting (Counts I and II), Breach of Oral Contract (Count III), Breach of Implied Covenant of Good Faith and Fair Dealing (Count IV), Breach of Fiduciary Duty (Count V), Fraud (Count VII), Equitable Lien (Count VIII), Contract Implied in Law (Count IX) and Constructive Trust (Count X) on the ground that these claims are barred by the four-year statute of limitations found in §95.11(3) Fla. Stat. (2012). Defendants contend the limitations period began to run prior to July 31, 2008 based solely on Plaintiff's allegation that Simon Bernstein made certain representations to him in "early 2008" (Complaint, Par. 21) and that Plaintiff represented that he had been deprived of his money due him for "approximately four and a half years" (Complaint, Par. 28). These statements, according to the Defendants,

somehow indicate that Plaintiff was aware of his claims prior to July 31, 2008, and thus they are now time barred.

Defendants' argument is fatally flawed for several reasons:

(a) These averments in the Complaint are clearly retrospective recollections made by Plaintiff as to the sequence of events that ultimately gave rise to his claims. They do not suggest that, at the time, Plaintiff realized, or should have realized, that any conduct by the Defendants was actionable.

(b) Defendants ignore the allegations of Paragraph 22 of the Complaint:

> 22. Through misrepresentations made from 2008 through the date of filing of this Complaint, Defendants knowingly made false statements to Plaintiff to hide their scheme to withhold from Plaintiff money to which he was entitled. For example, at times they claimed that money being received was not being paid as salary or distributions to either of Defendants BERNSTEIN but was being withheld and placed in a company account, for eventual distribution. **As Plaintiff and Defendants could afford to wait until year's end to be paid their distributions, and as Defendants BERNSTEIN assured Plaintiff that the payment arrangement would apply to all three equally, Plaintiff did not question the truthfulness of their representations** (emphasis added).

In light of these allegations, three things are readily apparent. First, Plaintiff has alleged that, due to the representations of the Bernstein Defendants, he was pursuaded to wait until the end of the year 2008 to be paid. As a result, the statute of limitations would not begin to run, at the earliest, until sometime after January 1, 2009 when he was not paid as promised. Therefore, these claims are timely filed. Secondly, Plaintiff is alleging he was induced to his detriment into delaying action on the Defendants failure to pay him by the false and fraudulent misrepresentations of the Bernsteins. Fraudulent misrepresentations operate to toll the statute of limitations. *See, San Pedro v. San Pedro,* 910 So. 2d 426, 430 (Fla. 4th DCA 2005). Further, if there is some question as to when the applicable statute of limitations began to run in this case,

the commencement date is a fact question for the trier of fact to resolve. *See, J.A. Cantor Associates, Inc. v. Brenner*, 363 So. 2d 204 (Fla. 3d DCA 1978).

For the foregoing reasons, Defendant's Motion to Dismiss based on the statute of limitations should be denied.

3. **Allegations Against Ted Bernstein Personally for Accounting**

The allegations contained in paragraphs 11 through 25 of the Complaint clearly establish that the Bernstein Defendants and Ted Bernstein in particular, engaged in a campaign of misrepresentation and deceit with respect to their interaction and dealings with Plaintiff on compensation and ownership distribution issues. The Plaintiff admits, however, at least at this time, that the allegations against Ted Bernstein individually, as to an Accounting, as set forth in Count II, may be premature. As such, Plaintiff agrees to voluntarily dismiss that Count, without prejudice, at this time.

4. **Dismissal of Count I for an Accounting Against LIC and AIM is Not Warranted.**

The test in *Bankers Trust Realty, Inc. v. Kluger*, 672 So. 2d 897 (Fla. 3d DCA 1996), as set forth in Defendants' Motion, requires Plaintiff to allege that: 1) Plaintiff and Defendant shared a fiduciary relationship **OR** entered a complex transaction, and 2) a remedy at law is inadequate. Plaintiff contends that the parties entered into a complex transaction, and Plaintiff has alleged the existence of a fiduciary relationship (*see*, Count V). Plaintiff has also alleged that a remedy at law is inadequate (*see*, Count I, par. 28). As such, Plaintiff has met the pleading requirements of *Kluger* and has stated a cause of action for an accounting against the Corporate Defendants.

5. **Plaintiff's claim for Breach of Implied Covenant of Good Faith and Fair Dealing (Count IV) Will Be Dismissed at This Time without Prejudice**

6. **Breach of Fiduciary Duty (Count V), Civil Theft (Count VI) and Fraud (Count VII) Are Not Barred by the Economic Loss Rule**

Claims for Breach of Fiduciary Duty and Civil Theft are causes of action arising under statutory law. The alleged Breach of fiduciary duty claim made by Plaintiff against the Defendants is supported by Florida law, including the fiduciary obligations of corporate officers and directors, which are specifically set forth in Florida Statutes §607, *et seq.* Civil Theft is articulated in Florida Statutes §772.11 (Complaint, Par. 48). The Plaintiff's Complaint has clearly stated a claim under that statute. The Supreme Court of Florida has unequivocally stated that the economic loss rule cannot be used to eliminate statutory causes of action. *See*, *Comptech International, Inc. v. Milam Commerce Park, LTD,* 753 So. 2d 1219 (Fla. 1999). Moreover, the economic loss rule does not abolish the cause of action for breach of fiduciary duty, even if there is an underlying contract. *See, Invo Florida, Inc. v. Somerset Venturer, Inc.*, 751 So. 2d 1263 (Fla. 3d DCA 2000).

As to Plaintiff's fraud claim against Defendants, the economic loss rule does not bar tort actions where a legal duty independent of the contract itself has been violated. *HTP, Ltd. v. Lineas Aereas Costarricenses, S.A.*, 685 So. 2d 1238, 1239 (Fla. 1996). In addition to the contract claims alleged, Plaintiff has specifically alleged that the Defendants deceived him into surrendering his 10% ownership interest in LIC. The fraudulent misrepresentations and subsequent reliance by plaintiff constitute an independent claim that is not related to the contract. Therefore, the fraud claim is not barred by the economic loss rule.

7. **The Breach of Fiduciary Duty (Count V) and Fraud (Count VII) Claims Should Not Be Dismissed.**

For the reasons set forth in paragraphs 8 and 9 below, the Plaintiff's breach of fiduciary duty and fraud claims against the Defendants should clearly not be dismissed.

8. **The Breach of Fiduciary Duty Claim (Count V) States a Cause of Action.**

Florida law provides that corporate officers and directors owe a duty of loyalty and a duty of care to the corporation and its shareholders. *Cohen v. Hattaway*, 595 So.2d 105 (Fla. 5th DCA 1992). In particular, Fla. Stat. § 607.0830 provides:

> (1) A director shall discharge his or her duties as a director ...
>
> (a) In good faith;
>
> (b) With the care an ordinarily prudent person in a like position would exercise under similar circumstances; and
>
> (c) In a manner he or she reasonably believes to be in the best interests of the corporation.

These fiduciary duties are generally described as the duties of care and the duty of loyalty. *See, In re Aqua Clear Technologies, Inc.*, 361 B.R. 567, 575 (Bankr. S.D. Fla. 2007). Each of these duties is of equal and independent significance. *Id.* The duty of care requires the directors of a company to act on an informed basis. *Id.* The duty of loyalty requires the officer or director to act in good faith and in the best interests of the company. Fla. Stat. § 607.0830(1)(c); *In re Aqua Clear Technologies, Inc.*, 361 B.R. 567. A corporate officer or director breaches the duty of loyalty if that person "depart[s] from his corporate responsibility and start[s] serving himself." *In re Aqua Clear Technologies, Inc.*, 361 B.R. at 575, citing *Intercarga Internacional de Carga, S.A. v. Harper Group, Inc.*, 659 So.2d 1208, 1210 (Fla. 3d DCA 1995). An officer or director may be held "strictly accountable and liable if corporate funds or property are wasted or mismanaged due to their inattention to their duties." *Id.*

In this case, the Complaint specifically alleges that Simon and Ted Bernstein owned and controlled the corporate Defendants (LIC and AIM), worked closely together with respect thereto, and were one another's alter egos. (Complaint, Par. 6) As such, the Bernsteins are (or were at the time the claims arose – Simon Bernstein is now deceased) clearly both "officers and directors" of the corporate Defendants and exclusively made all decisions regarding the operations of these corporate Defendants. The Complaint also alleges that both Bernsteins made false and misleading misrepresentations to Plaintiff, an employee and minority shareholder of Defendant LIC, relating to Plaintiff's compensation and distributions on his ownership interest, and the Bernsteins falsely stated that their compensation was being withheld and maintained by the corporation, the same as Plaintiff's, when in reality they had paid themselves. (Complaint, Pars. 20, 22) It has also been alleged that the Bernsteins intercepted mail addressed to the Plaintiff and converted checks intended for Plaintiff for their own personal use or the use of the corporate Defendants. (Complaint, Par. 23) All these allegations were expressly incorporated by reference into Count V. (Complaint, Par. 41) This conduct clearly establishes a claim for breach of fiduciary duty as to the Bernsteins. As officers/directors, they failed to act in good faith and in the best interests of the company or its employee/minority shareholder, the Plaintiff, and breached their duty of loyalty when they departed from their corporate responsibilities and started serving themselves. Accordingly, Defendants' Motion to Dismiss the claim for breach of fiduciary duty should be denied.

9. **The Civil Theft Claim (Count VI) States a Cause of Action.**

As stated in Paragraph 8, above, the Complaint alleges that the Bernsteins intercepted mail addressed to the Plaintiff and converted checks intended for Plaintiff for their own personal use or the use of the corporate Defendants. (Complaint, Par. 23) All these allegations were

expressly incorporated by reference into the Civil Theft claim, Count VI (Complaint, Par. 49) and were included in the all-inclusive references contained in Par. 50. Paragraph 51 makes specific reference to the Defendants' criminal intent consistent with *Palmer v. Gotta Have It Golf Collectibles, Inc.*, 106 F. Supp.2d 1289 (S.D. Fla. 2000) a case cited and relied on by Defendants at p. 15 of Defendants' Motion. While not using the specific language "sophisticated scheme of deceit and theft," that is the gist of Plaintiff's claim as alleged in Paragraph 51 and in the Fraud claim, Count VII (Par. 58). Finally, other than the general allegation relating to the failure to pay due compensation, the allegation of specific, identifiable checks made payable to Plaintiff that were converted by the Bernstein defendants is sufficient to meet the "specific money capable of identification" requirement of *Belford Trucking Company v. Zagar*, 243 So. 2d 646, 648 (Fla. 4th DCA 1970), and cited in the Defendants' Motion at p. 15. For these reasons, the Motion to Dismiss the Civil Theft count should be denied.

10. **The Fraud Claim (Count VII) States a Cause of Action**

In order to sufficiently plead a fraud claim in Florida, the pleader must allege: a) a false representation of fact, known by the party making it to be false at the time it was made; (b) that the representation was made for the purpose of inducing another to act in reliance on it; (c) actual reliance on the representation; and (d) resulting in damage to the plaintiff. *Essex Ins. Co., Inc. v. Universal Entertainment & Skating Center, Inc.*, 665 So. 2d 360 (Fla. 5th DCA 1995). *See also, Peninsular Fla. Dist. Council of Assemblies of God v. Pan American Investment and Development Corp.*, 450 So. 2d 1231 (Fla. 4th DCA 1984).

In this case, Plaintiff's Complaint has alleged sufficient, particular facts to state a cause of action for fraud. Paragraphs 11 through 25 set out in detail the misrepresentations and falsehoods stated by the Bernstein Defendants in their interaction and business discussions with Plaintiff, all of which were incorporated by reference into the Count VII by Par. 53. Of

particular interest is Paragraph 24, which alleges how Defendants deceived Plaintiff into surrendering his 10% interest in LIC, which he did. It is also alleged that the Defendants intended for Plaintiff to rely on the false statements (or omissions of fact), that these statements or omissions were material, that Plaintiff relied on these falsehoods and was damaged thereby. *See*, Complaint, Pars. 47, 56, 57. Plaintiff was damaged by these false representations when he was denied his due compensation and, more importantly, when he surrendered his ownership interest in the LIC. The Motion to Dismiss as to Count VII should be denied.

11. **The Equitable Lien (Count VIII), Constructive Trust (Count X), the Contract Implied in Law (Count VIII), and the Indemnification (Count XI) Claim Will Be Dismissed At This Time Without Prejudice.**

WHEREFORE, Plaintiff requests this Honorable Court to deny Defendants' Motion to Dismiss as to Counts I, III, V, VI and VII, and such other relief as this Court deems just and proper.

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that the above and foregoing has been forwarded via e-mail service at swergoldj@gtlaw.com; arnsdorffk@gtlaw.com; steffesj@gtlaw.com; and FLService@gtlaw.com to Jon Swergold, Esq., Greenberg Traurig, P.A., 401 East Las Olas Blvd., Suite 2000, Fort Lauderdale, FL 33301; and at kdstern@gmail.com to Kenneth D. Stern, Esq., Kenneth D. Stern, P.A., 3615 W. Boynton Beach Blvd., Boynton Beach, FL 33436 this 8th day of January, 2013.

PETER M. FEAMAN, P.A.
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By: _____
Peter M. Feaman
Florida Bar No.: 0260347

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT, IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NO: 502012CA013 933XXXXMB AA

WILLIAM E. STANSBURY,

Plaintiff,

vs.

TED S. BERNSTEIN, SIMON BERNSTEIN, LIC HOLDINGS, INC., and ARBITRAGE INTERNATIONAL MANAGEMENT, L.L.C., f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, L.L.C.,

Defendants.

MOTION TO DISMISS OR, IN THE ALTERNATIVE, MOTION FOR MORE DEFINITE STATEMENT

Defendants, TED S. BERNSTEIN ("Ted"), LIC HOLDINGS, INC. ("LIC"), and ARBITRAGE INTERNATIONAL MANAGEMENT, L.L.C., f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, L.L.C. ("AIM")[1], by and through their undersigned counsel, and pursuant to Florida Rule of Civil Procedure 1.140(b) and (e), hereby move to dismiss the Complaint filed by Plaintiff, William E. Stansbury ("Plaintiff" or "Stansbury"), for failure to state a cause of action, or, in the alternative, for a more definite statement, and for an award of attorneys' fees, and in support state:

I. INTRODUCTION

1. On July 30, 2012, Plaintiff filed his eleven (11) count Complaint against Defendants arising out of at least two (2) purported oral contracts allegedly entered into between

[1] On September 19, 2012, Defendants Ted, LIC and AIM, pursuant to Fla. R. Civ. P. 1.260(a), served a Suggestion of Death for Defendant, Simon Bernstein ("Simon"). The undersigned law firm was retained by Simon prior to his passing and would have filed the instant motion on behalf of Simon had he not passed away. However, the undersigned has not been retained by Simon's estate as of the filing of this motion. In any event, Simon's death has the effect of an abatement and precludes the entry of a default against Simon's estate. *Floyd v. Wallace*, 339 So. 2d 653, 654-55 (Fla. 1976).

Plaintiff and LIC and/or AIM. Plaintiff's Complaint should be dismissed in its entirety because each count fails to allege a cause of action and the Complaint improperly lumps together all four (4) Defendants, in essence alleging that "everyone did everything" -- notwithstanding Plaintiff's own admissions that the alleged oral contracts were entered into by the "Corporate Defendants" (defined in the Complaint as LIC and AIM, collectively)[2], not the individual Defendants.

2. Further, Plaintiff's Complaint is confusing and is riddled with a multitude of ambiguities, as well as vague and contradictory allegations that make responding to the Complaint virtually impossible. Accordingly, Plaintiff's Complaint should be dismissed in its entirety, or, in the alternative, Plaintiff should be required to file a more definite statement as to any count not dismissed.

II. PLAINTIFF'S ALLEGATIONS

3. Plaintiff alleges, *inter alia*, that in 2003, Ted approached Plaintiff regarding "spearhead[ing] the marketing of an unique insurance concept . . . developed by a prominent law firm . . . designed for use in the financial and estate planning of wealthy individuals." Complaint at ¶ 11.

4. Sometime thereafter, Plaintiff alleges he worked as an independent contractor for the Corporate Defendants, receiving a portion of net retained commissions received by the Corporate Defendants from insurance companies and that the commissions were paid to him in 2005 in the form of two (2) 1099's. *See* Complaint at ¶¶ 13 and 16.

5. Plaintiff alleges that, in 2006, he became an "employee" and verbally agreed to a "salary of the equivalent of 15% of commissions received on all products." Complaint at ¶¶ 13 and 17.

[2] *See* Complaint at ¶¶ 4, 13 and 16-17. Indeed, as currently pled, it is unclear from the complaint whether Stansbury is alleging he had oral contracts with **both** AIM and LIC and that each oral contract was amended in "early 2008".

6. Plaintiff admits that in 2006 he "received his agreed salary as an employee" and was paid by AIM. Complaint at ¶ 17.

7. Plaintiff further admits that he "received his agreed salary as an employee" in 2007. Complaint at ¶ 18.

8. Plaintiff alleges that in "early 2008" he agreed to forgo his 15% of net retained commissions salary in exchange for a $1,000,000 salary and a pro rata (10%) distribution of any profits going forward. *See* Complaint at ¶¶ 21 and 22.

9. Notwithstanding the allegations of paragraph 19, that Stansbury received his agreed salary as an employee in 2007, Plaintiff alleges that as of the filing of the complaint on July 30, 2012, he has been "deprived of moneys [sic] due him . . . [for] approximately four and a half years." Complaint at ¶ 22.

III. MOTION TO DISMISS

A. Counts I (Accounting), II (Accounting), III ((Breach of Oral Contract), IV (Breach of Implied Covenant of Good Faith and Fair Dealing), V (Breach of Fiduciary Duty), VII (Fraud), VIII (Equitable Lien), IX (Contract Implied in Law) and X Constructive Trust) of the Complaint are Barred by the Applicable Statute of Limitations and Should be Dismissed

10. Counts I (Accounting), II (Accounting), III (Breach of Oral Contract), IV (Breach of Implied Covenant of Good Faith and Fair Dealing), V (Breach of Fiduciary Duty), VII (Fraud), VIII (Equitable Lien), IX (Contract Implied in Law), and X (Constructive Trust) are barred in whole or in part by the applicable 4-year statute of limitations set forth in Fla. Stat. § 95.11(3).

11. Accepting Plaintiff's allegations as true for purposes of this Motion only, Plaintiff's various causes of actions accrued in "early 2008" when Plaintiff's alleged oral contract with LIC and/or AIM was modified from an agreement to receive a salary of 15% in net

retained commissions to a $1,000,000 salary and a pro rata (10%) distribution of any profits going forward. Plaintiff concedes that he was paid his alleged agreed-upon commissions in 2005, 2006 and 2007. *See* Complaint at ¶¶ 13 and 16-18. Therefore, Plaintiff's alleged causes of actions can only be based upon the purported breach of the alleged modified oral contract(s) in 2008.

12. While Plaintiff's Complaint fails to specifically identify the precise date the breach of the alleged oral contract(s) occurred, it appears, based on Plaintiff's allegations, that the purported breach would have occurred in "early 2008". *See* Complaint at ¶¶ 22 and 28 (Plaintiff alleges that he has been "deprived of moneys [sic] due him . . . [for] approximately ***four and a half years***.") (emphasis added).

13. Consequently, the statute of limitations expired on Plaintiff's various causes of action to the extent based upon claims accruing prior to July 31, 2008. Plaintiff, however, did not file his Complaint until July 30, 2012. Therefore, Counts I, II, III, IV, V, VI, VIII , IX and X should be dismissed as being barred by the statute of limitations.

B. Counts II (Accounting), III (Breach of Oral Contract) IV (Breach of Implied Covenant of Good Faith and Fair Dealing) and Count IX (Contract Implied in Law) Should Also be Dismissed Because Plaintiff Has Not Alleged Sufficient Facts to Assert Claims Against Ted in His Individual Capacity

14. Plaintiff's Complaint fails to specify how or why Ted is personally liable for the payment of an alleged obligation of either LIC and/or AIM to Plaintiff. Indeed, Plaintiff admits that he was an employee of the Corporate Defendants, he was paid by AIM and entered into the alleged oral contract(s), and subsequent modified oral contract(s), with LIC and/or AIM.

15. Plaintiff's theory upon which he attempts to sue Ted is unclear at best. Indeed, Plaintiff never alleges Ted was a party to the alleged oral contract(s) or that he agreed to be

personally responsible for payment to Plaintiff. The Defendants and the Court should not be required to guess as to this fundamental matter, which is conspicuously absent from the Complaint.

16. In order to impose personal liability against Ted for breach of an oral contract(s) with the Corporate Defendants, breach of the implied covenant of good faith and fair dealing relating to the alleged oral contract(s), for an individual accounting, and a contract implied in law, Plaintiff must affirmatively allege that Ted acted in some capacity other than as a mere officer of the Corporate Defendants. *See Superior Garlic International v. E&A Produce Corp.*, 913 So. 2d 645 (Fla. 3d DCA 2005) (claim against president of company was improper where there was no evidence that president acted in a personal capacity rather than as a officer).

17. Additionally, Plaintiff does not allege, nor can he, that any consideration flowed to Ted, individually. Without any consideration, there can be no enforceable contract. *St. Joe Corp. v. McIver*, 875 So. 2d 375 (Fla. 2004) (an oral contract is subject to the basic requirements of contract law, such as offer, acceptance, consideration and sufficient specification of essential terms).

18. Because there is no set of facts under which Plaintiff can state a cause of action against Ted, individually, Count II (Accounting), Count III (Breach of Oral Contract), Count IV (Breach of the Implied Covenant of Good Faith & Fair Dealing) and Count IX (Contract Implied in Law) should be dismissed as to Ted.

C. Counts I (Accounting Against LIC and AIM) and Count II (Accounting Against T. Bernstein and S. Bernstein) Should Also Be Dismissed Because Plaintiff's Allegations Are Inherently Contradictory and Plaintiff Fails to State a Cause of Action

19. In Counts I and II, Plaintiff seeks an accounting, ***dating back to 2003***, against the Corporate Defendants and the individual Defendants, respectively. Aside from the fact that Plaintiff's Complaint is devoid of any allegations that Ted was a party to the alleged oral contract(s) between Plaintiff and one or both of the Corporate Defendants, or any other allegations under which Ted could be held individually liable for breach of the alleged oral contract(s) and a corresponding accounting, Plaintiff admits in paragraphs 16-19 -- which are expressly incorporated by reference into Count I -- that Plaintiff was properly paid through 2007.

20. Further, Plaintiff asserts in paragraph 28 of Count I and paragraph 31 of Count II that he is purportedly owed payment for "four and a half years" under an alleged oral contract. These allegations are both inconsistent with Plaintiff's demand for an accounting in both Counts I and II ***dating back to 2003*** and are vague. *See* WHEREFORE clauses following ¶¶ 28 and 31. Accordingly, Counts I and II should be dismissed. *See Peacock v. General Motors Acceptance Corp.*, 432 So. 2d 142, 146 (Fla. 1st DCA 1983)("contradictory allegations within a single count neutralize each other and render the count insufficient on its face", even where they are "incorporated in that count" from a prior count of the complaint).

21. Additionally, Counts I and II should be dismissed because Plaintiff's Complaint fails to allege the requisite elements for an accounting. To state a cause of action for an accounting, Plaintiff must allege that (1) the Plaintiff and Defendants shared a fiduciary relationship or entered a complex transaction and (2) a remedy at law is inadequate. *See Bankers Trust Realty Inc. v. Kluge*, 672 So. 2d 897, 898 (Fla. 3d DCA 1996). Here, although Plaintiff has

inartfully and in confusing fashion alleged that the accounting required to assess what he is purportedly owed under the oral contract(s) is complex, that is irrelevant as the underlying transaction must be complex, which, even accepting Plaintiff's allegations, it is not. *See* Complaint ¶¶ 28 and 31. Moreover, Plaintiff's allegation that his "remedy at law could not be as full, adequate and expeditious as it is in equity" does not meet the second element required under *Kluge*. Plaintiff's failure to clearly plead and allege ultimate facts for either element warrants dismissal of Counts I and II.

D. Count IV (Breach of Implied Covenant of Good Faith and Fair Dealing) Should Be Dismissed Because It Fails to State a Claim and is Duplicative of Count III (Breach of Oral Contract)

22. "[A] claim for breach of the implied covenant of good faith and fair dealing cannot be maintained under Florida law absent an allegation that an express term of the contract has been breached. A duty of good faith must relate to the performance of an ***express*** term of the contract and is not an abstract and independent term of a contract which may be asserted as a source of breach . . ." *Insurance Concepts and Design, Inc. v. Healthplan Services, Inc.*, 785 So. 2d 1232, 1234 -1235 (Fla. 4th DCA 2001) (emphasis added).

23. "The duty of good faith does not attach until the Plaintiff can establish a [specific] term of the contract that [the defendant] was obligated to perform. *Id.*; *see Onuss Ortak Nokta Uluslararasi Haberlesme Sistem Servis Bilgisayar Yazilim Danismanlik Ve Dis Ticaret v. Terminal Exch., LLC*, No. 09-80720, 2010 U.S. Dist. LEXIS 22216, at *9 (S.D. Fla. Mar. 10, 2010) (applying Florida law) ("The breach of implied covenant of good faith and fair dealing is not an independent cause of action but attaches to the performance of a ***specific*** contractual obligation.") (emphasis added). Citing then New Hampshire Supreme Court Justice Souter, the

court in *Cox v. CSX Intermodal, Inc.*, 732 So. 2d 1092 (Fla. 1st DCA 1999) explained the proper circumstances for applying the implied obligation of good faith and fair dealing.

> [U]nder an agreement that appears by word or silence to invest one party with a degree of discretion in performance sufficient to deprive another party of a substantial portion of the agreement's value, the parties' intent to be bound by an enforceable contract raises an implied obligation of good faith to observe reasonable limits in exercising that discretion, consistent with the parties purpose or purposes in contracting.

Id. at 1097. The *Cox* Court concluded "where the terms of the contract afford a party substantial discretion to promote that party's self-interest, the duty to act in good faith nevertheless limits that party's ability to act capriciously to contravene the reasonable contractual expectations of the other party." *Id.* at 1097-98.

24. In Count IV of the Complaint, Plaintiff fails to allege an express term of the contract for which Defendants[3] purportedly breached their implied covenant of good faith and fair dealing. Instead, Plaintiff generally alleges the terms of the alleged oral contract(s) and then concludes the Count by summarily stating: "Defendants willfully breached the said express [terms] of the contract."

25. It is insufficient, however, for Plaintiff to conclusorily allege that Defendants breached the terms of the contract. Plaintiff must pinpoint the express term of the contract upon which the purported cause of action relates. Accordingly, Count IV of the Complaint should be dismissed on this ground alone.

26. Count IV should also be dismissed as duplicative of Count III (Breach of Oral Contract). Florida law provides that "a breach of the implied covenant of good faith and fair

[3] While Plaintiff's Complaint fails to identify which of the four (4) Defendants Plaintiff is suing in Count IV and prays for judgment against "Plaintiffs" in the WHEREFORE clause to Count IV, Plaintiff's breach of implied covenant of good faith and fair dealing claim is subject to dismissal against Ted individually for the reasons set forth in III.B. *supra*.

dealing cannot be advanced when the allegations underlying that claim are duplicative of the allegations supporting the breach of contract claim." *Onuss,* at *10 (S.D. Fla. Mar. 10, 2010); *see Enola Contr. Servs. v. URS Group, Inc.*, No. 5:08cv2-RS-EMT, 2008 U.S. Dist. LEXIS 33441, at *18 (N.D. Fla. Apr. 23, 2008) (applying Florida law) (dismissing with prejudice breach of good faith and fair dealing claim where such claim was "indistinguishable from" and "subsumed within" the breach of contract claim); *see also* Shibata v. Lim, 133 F. Supp. 2d 1311, 1321-1322 (M.D. Fla. 2000) (applying Florida law) (dismissing breach of implied covenant of good faith and fair dealing claim because there was "no difference between the factual underpinnings of [the] breach of contract claim and [the] claim for breach of the implied covenant").

27. Here, Plaintiff's Breach of Implied Covenant of Good Faith and Fair Dealing alleges that "Defendants willfully breached the [following] said express [terms] of the contract": "that Plaintiff would be constantly apprised, either through being permitted to calculate all amounts due the Defendants [sic] out of commissions, or through being advised of all receipts of commissions and the disposition thereof, or the amounts due to Plaintiff for any reason under the terms of the contract; and (b) that Plaintiff would be fully and promptly paid all such amounts due him." Complaint at ¶¶ 42-43.[4]

28. These allegations, however, are nearly identical to the allegations supporting Plaintiff's breach of oral contract claim in Count III. *See, e.g.,* Count III at ¶ 34 ("An express term of that contract involved the commitment of Defendants to calculate, and to pay to Plaintiff,

[4] Plaintiff alleges that as of early 2008, his salary was no longer equal to 15 per cent of commissions, but instead consisted of a base salary of $1 million plus his proportionate interest in any profits. Complaint at ¶ 21. Inasmuch as the statute of limitations for a breach of implied covenant of good faith and fair dealing is 4 years, the conduct supporting the claim must have occurred within the 4 year period. Here, Plaintiff's allegations in Count IV as to the alleged breach by the Defendants (calculating commissions and keeping Plaintiff informed of all receipts) cannot give rise to a breach of the implied covenant of good faith and fair dealing as by his own admission, Plaintiff was no longer being compensated based upon a calculation of commissions as of July 31, 2008 -- 4 years prior to the filing of the Complaint. Accordingly, Count IV should be dismissed.

fully and timely, all sums due to him under the parties' contract, whether as commissions, salary, distributions, expenses or any other reason.") and ¶ 36 ("[ ] Defendants willfully and maliciously agreed to breach their contract with Plaintiff by withholding from Plaintiff moneys due him under the contract."). Such allegations already form the basis of Plaintiff's breach of oral contract claim in Count II and, therefore, cannot support a separate cause of action for breach of good faith and fair dealing. Consequently, Count IV of Plaintiff's Complaint should be dismissed.

E. Count V (Breach of Fiduciary Duty), Count VI (Civil Theft) and Count VII (Fraud) Are Barred by the Economic Loss Rule

29. "The economic loss rule is a judicially created doctrine that sets forth the circumstances under which a tort action is prohibited if the only damages suffered are economic losses." *Indemnity Ins. Co. of N. Am. v. Am. Aviation, Inc.*, 891 So. 2d 532, 536 (Fla. 2004); *U.S. Fire Ins. Co. v. J.S.U.B., Inc.*, 979 So. 2d 871 (Fla. 2007) (noting that "the economic loss doctrine determines what cause of action is available to recover economic losses-tort or contract").

30. Specifically, the economic loss doctrine applies where "the parties are in contractual privity and one party seeks to recover damages in tort ***for matters arising from the contract***." *Indemnity Ins. Co. of N. Am.*, 891 So. 2d at 536 (emphasis added). The purpose of the doctrine is to "protect the integrity of contract," and to prevent contract law from "drown[ing] in a sea of tort." *Id.* at 537-38, 544.

31. The doctrine is designed to "prevent parties to a contract from circumventing the allocation of losses set forth in the contract by bringing an action for economic loss in tort." *Id.* at 536. In other words, "[n]o cause of action in tort can arise from a breach of a duty ***existing by***

virtue of a contract." *Weimar v. Yacht Club Point Estates, Inc.*, 223 So. 2d 100, 103 (Fla. 4th DCA 1969) (emphasis added). The economic loss rule provides that "without some conduct resulting in personal injury or property damage, there can be no independent tort flowing from a contractual breach which would justify a tort claim solely for economic losses." *HTP, Ltd. v. Lineas Aereas Costarricenses, S.A.*, 685 So. 2d 1238, 1239 (Fla. 1996).

32. Simply stated, "a cause of action for breach of fiduciary duty will not lie where the claim of breach is dependent upon the existence of a contractual relationship between the parties." *Detwiler v. Bank of Central Florida*, 736 So. 2d 757, 759 (Fla. 5th DCA 1999).

33. Count V (Breach of Fiduciary Duty) and Count VII (Fraud) of Plaintiff's Complaint are barred by the economic loss rule because Plaintiff cites ***the exact same allegations of fact in support of his breach of oral contract claim.***

34. Specifically, Plaintiff alleges in Count V that he "trusted Defendants to make proper, accurate and complete calculations, as Plaintiff had done, and to pay Plaintiff accordingly." Complaint at ¶ 43.[5] In Count VII at paragraph 58, Plaintiff incorporates the same allegations asserted in his breach of fiduciary duty claim into his fraud claim. Nearly identical allegations are cited in support of Plaintiff's breach of oral contract claim. *See* Complaint at ¶¶ 34-36. Thus, Plaintiff's breach of fiduciary duty and fraud claims arise out of the ***same conduct*** that constitutes the purported breach the alleged oral contract. As such, Counts V and VII are barred by the economic loss rule and should be dismissed.

35. Moreover, "[m]isrepresentations relating to the breaching party's performance of a contract do not give rise to an independent cause of action in tort, because such misrepresentations are interwoven and indistinct from the heart of the contractual agreement."

[5] The numbered paragraphs of Count V of the Complaint are improperly numbered and contain paragraph numbers that are duplicative of the numbered paragraphs of Count IV.

Hotels of Key Largo, Inc. v. RHI Hotels, Inc., 694 So. 2d 74 (Fla. 3d DCA 1997) (Hotel franchisee's claim of fraud against franchisor barred by economic loss doctrine where defendant alleged to have failed to perform contract). Here, Plaintiff's fraud claim clearly relates to the purported failure of the Defendants to perform the alleged contract. *See* Complaint at ¶¶54-58. Indeed, as noted above, Plaintiff's prayer for his fraud claim reveals that this claim is really a breach of contract claim in sheep's clothing, providing "WHEREFORE, Plaintiff prays for judgment . . . for the full amount of moneys due to Plaintiff ***under the terms of their contract,***...."

36. Finally, the economic loss rule applies to statutory causes of action, which are characterized as statutory torts. *Sarkis v. Pafford Oil Co., Inc.*, 697 So. 2d 524, 527 (Fla. 1st DCA 1997) (Civil theft claim barred by economic loss rule). *See also Gambolati v. Sarkisian*, 622 So. 2d 47 (Fla. 4th DCA 1993) and *Gilman Yacht Sales v. First National Bank of Chicago*, 600 So. 2d 1131 (Fla. 4th DCA 1992). Accordingly, Plaintiff's civil theft claim is barred by the economic loss rule and must be dismissed.

F. Counts V (Breach of Fiduciary Duty) and VII (Fraud) Should be Dismissed Because Plaintiff's Alleged Damages, if Any, Result from the Breach of a Purported Contract Rather than From Fraud

37. Additionally, the damages Plaintiff seeks in Counts V and VII are contractual damages -- "the full amount of moneys due to Plaintiff under the terms of their contract." *See* WHEREFORE clause following paragraph 47 of the Complaint and WHEREFORE clause following paragraph 58. "[N]o cause of action for fraud exists unless there is damage *due to fraud* that is separate from damages that may result from any subsequent contractual breach." *La Pesca Grande Charters, Inc. v. Moran*, 704 So. 2d 710 (Fla. 5th DCA 1998) (emphasis in

original). Here, at most, any damage to Plaintiff, which Defendants deny, stems from the purported breach of the alleged contract. Accordingly, Counts V and VII should be dismissed.

G. Count V (Breach of Fiduciary Duty) Should Be Dismissed Because Plaintiff Has Failed to State a Cause of Action

38. Although Count V fails to specify which of the four (4) Defendants Plaintiff is suing for breach of fiduciary duty and demands judgment against "Plaintiffs" -- all of which is further evidence of the highly confusing, vague and ambiguous nature of Plaintiff's Complaint -- Count V should also be dismissed because it fails to state a cause of action for breach of fiduciary duty.

39. To state a claim for breach of fiduciary duty, Plaintiff must plead, and allege ultimate supporting facts demonstrating, the following elements: (1) Plaintiff and Defendants share a relationship whereby: (a) Plaintiff reposes trust and confidence in Defendants, and (b) Defendants undertake such trust and assume a duty to advise, counsel and/or protect Plaintiff; (2) Defendants breach their duties to Plaintiff; and (3) Plaintiff suffers damages. *Taylor Woodrow Homes Florida, Inc. v. 4/46-A Corp.*, 850 So. 2d 536, 540-541 (Fla. 5th DCA 2003).

40. To the extent Plaintiff is asserting Count V against the Corporate Defendants, Plaintiff has wholly failed to allege any of the requisite elements for a breach of fiduciary duty claim and, therefore, Count V should be dismissed as against AIM and LIC. Moreover, an employer does not owe a general fiduciary duty to its employees. *See, e.g., Eden v. St. Luke's-Roosevelt Hosp. Ctr.*, 96 AD.3d 614 (N.Y. App. Div. 2012) ("Neither an agreement by an employer to share profits with an employee as compensation for the latter's services nor a contract 'of mere hiring and providing for compensation in a particular manner supposedly

tending to induce greater energy and faithfulness on the part of the employee' creates a fiduciary relationship between the employer and employee.") (internal citations omitted).

41. To the extent Plaintiff seeks to assert Count V against Ted, Plaintiff's Complaint fails to allege how Ted, a minority shareholder of the Corporate Defendants, owed any duty to Plaintiff. Plaintiff cannot plead a viable fiduciary relationship by merely alleging a bestowal of trust and confidence in Ted. "A party must allege some degree of dependency on one side and some degree of undertaking on the other side to advise, counsel, and ***protect the weaker party***." *Watkins v. NCNB Nat'l Bank of Fla., N.A.*, 622 So. 2d 1063, 1065 (Fla. 3d DCA 1993) (emphasis added).

42. Plaintiff does not -- and cannot allege -- that he was the "weaker party" in his relationship with Ted because Plaintiff admits that he was a sophisticated, knowledgeable and highly regarded business person in the insurance industry. *See* Complaint at ¶ 8. The only affiliation between Plaintiff and Ted, besides being in an alleged "social relationship",[6] was that of business associates, which is in and of itself insufficient to support a fiduciary duty claim. *See Orlinsky v. Patraka*, 971 So. 2d 796, 800 (Fla. 3d DCA 2007) ("the only relation between Orlinsky and Patraka, besides being brothers-in-law, was that of business associates. Patraka has not cited any case where a general fiduciary duty has been found in the context of two business associates.").

43. Here, because Ted did not owe a fiduciary duty to Plaintiff, Count V of Plaintiff's Complaint must be dismissed.

[6] Complaint at Count V, ¶ 42.

H. Count VI (Civil Theft) Should Be Dismissed Because Plaintiff Has Failed to State a Cause of Action

44. In Florida, civil theft is a statutory form of conversion. *Sarkis v. Pafford Oil Co.*, 697 So. 2d 524, 528 (1st DCA 1997). In order to state a claim for civil theft, a complaint must allege that the defendant knowingly obtained or used, or endeavored to obtain or to use the plaintiff's property with the intent to temporarily or permanently deprive the plaintiff of a right to property or a benefit from the property; or the defendant appropriated the plaintiff's property for use by the defendant or another person who does not have a right to use the property. *See Palmer v. Gotta Have It Golf Collectibles, Inc.*, 106 F. Supp. 2d 1289, 1303 (S.D. Fla. 2000) (interpreting Florida's civil theft statute). "Further, it is necessary to show not only that defendant obtained or endeavored to obtain the plaintiff's property, but that he did so with felonious intent to commit theft." *Id.* (internal quotations omitted).

45. The Fourth District Court of Appeal has held that where the property at issue is also the subject of a contract -- as is the case here -- there must be an intricate sophisticated scheme of deceit and theft to maintain a separate count for civil theft. *Gersh v. Coffman*, 769 So. 2d 407, 409 (Fla. 4th DCA 2000). Plaintiff's complaint is devoid of any allegations detailing or even suggesting a "sophisticated scheme of deceit and theft". Accordingly, Count VI should be dismissed.

46. Further, in order to maintain a claim for civil theft, the property that is alleged to have been converted must consist of specific money capable of identification. *Belford Trucking Co. v. Zagar*, 243 So. 2d 646, 648 (Fla. 4th DCA 1970). Additionally, "[a] debt which may be discharged by the payment of money in general cannot form the basis for conversion." *Gambolati v. Sarkisian* 622 So. 2d 47, 50 (Fla. 4th DCA 1993). Here, Plaintiff alleges generally

that he did not receive certain compensation rather than an entitlement to ***specific*** dollars capable of identification. Indeed, in the Complaint, Plaintiff admits he received his salary for 2007. *See* Complaint at ¶ 18. Thus, the only other period within the five year statute of limitations, per Florida Statute § 772.11, would be in 2008 -- the period in which he claims he had a contract to be paid a salary of $1 million plus his proportionate interest in any profits. *See* Complaint at ¶ 21. By its very terms, the alleged contract does not relate to ***specific*** funds capable of identification as required under Florida law to state a viable claim for civil theft. *Mazza v. Rose Media Group, Inc.*, 937 So. 2d 307, 310 (Fla. 4th DCA 2006). Accordingly, Count VI should be dismissed.[7]

I. Count VII (Fraud) Must be Dismissed Because Plaintiff Fails to Properly Plead the Required Elements to State a Claim for Fraud

47. To state a claim for fraud, a pleader must allege "[a] false representation of a material fact, made with knowledge of its falsity, to a person ignorant thereof, with intention that it shall be acted upon, followed by reliance upon and by action thereon amounting to ***substantial change of position***, is a fraud of which the law will take cognizance." *Biscayne Boulevard Properties, Inc. v. Graham*, 65 So. 2d 858 (Fla. 1953) (emphasis added). "For fraud and deceit to be actionable, there must have been a false representation of a material fact made for the purpose of inducing *another to change position, which change in position was occasioned by reliance on the false representation* to the damage of the one to whom the representation was made." *Goodman v. Strassburg*, 139 So. 2d 163 (Fla. 3d DCA 1962)(emphasis added). Here, although Plaintiff alleges he relied upon "false statements and the withholdding of material

[7] Inasmuch as Plaintiff's civil theft claim is nothing more than a breach of contract claim, Plaintiff's civil theft claim is not viable. As such, Defendants are entitled, as a matter of law, to their attorneys' fees under Florida Statutes § 772.11 and § 812.035(7).

information", he fails to allege that he has changed his position in any way. *See* Complaint at ¶ 57. As a result, Count VII should be dismissed.

48. Further, Count VII should be dismissed for the additional reason that Plaintiff has failed to plead fraud with particularity, as required by Fla. R. Civ. P. 1.120(b). "The factual basis for a claim of fraud must be pled with particularity and must specifically identify misrepresentations or omissions of fact, as well as time, place or manner in which they were made." *Cedars Healthcare Group, Ltd. v. Mehta*, 16 So. 3d 914, 917 (Fla. 3d DCA 2009).

49. Here, Plaintiff fails to allege with particularity the who, what, when and how underlying his purported fraud claim. Instead, Plaintiff lumps all four (4) Defendants together and summarily alleges that Defendants "made false statements to him and withheld information from him." *See* Complaint at ¶ 54. There is no allegation with any particularity as to the substance of any false statement(s) or the time frame or the context in which any alleged statement(s) were made or omitted when there was a duty to speak.

50. Plaintiff's vague allegations regarding purported false statements and withheld information falls short of the heightened fraud pleading requirements under Rule 1.120(b) and is insufficient to support a claim for fraud.

J. Count VIII (Equitable Lien) and Count X (Constructive Trust) Should Be Dismissed For Failure to State a Cause of Action

51. In paragraphs 60 and 61 of Count VIII and paragraph 67 of Count X, Plaintiff alleges he was entitled to a share of "commissions received by Defendants." However, in paragraph 21, as reincorporated in Count VIII by paragraph 59 and paragraph 66 in Count X, Plaintiff alleges his compensation changed in "early 2008" and he was no longer entitled to a

share of any commissions.[8] Thus, Counts VIII and X are internally inconsistent, rendering Counts VIII and X subject to dismissal. *See Peacock v. General Motors Acceptance Corp.*, 432 So. 2d 142, 146 (Fla. 1st DCA 1983) ("contradictory allegations within a single count neutralize each other and render the count insufficient on its face", even where they are "incorporated in that count" from a prior count of the complaint).

52. Even assuming Plaintiff's allegations were not inconsistent and self-defeating, Plaintiff has failed to properly plead the elements required for the imposition of an equitable lien. Under Florida law, "the basis of equitable liens may be estoppel or unjust enrichment." *Golden v. Woodward*, 15 So.3d 664 (Fla. 1st DCA 2009). In Count VIII, Plaintiff appears to be proceeding under a theory of unjust enrichment, however, Plaintiff has failed to properly plead the elements of an unjust enrichment claim to support an equitable lien claim.[9] Instead, Plaintiff merely alleges an equitable lien should be imposed "out of general considerations of right and justice as applied to the relations of the parties and the circumstances of their dealings." *See* Complaint at ¶ 61.

53. Further, Plaintiff has failed to properly state a claim for the imposition of a constructive trust.[10] A constructive trust may be imposed only where there is a wrongful taking of the property of another. *Finkelstein v. Southeast Bank, N.A.*, 490 So. 2d 976, 984 (Fla. 4th DCA 1986). To establish a claim for the imposition of a constructive trust, a plaintiff must

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[8] As discussed above, the statute of limitations prevents Plaintiff from seeking an equitable lien over commissions purportedly due and payable to him prior to "early 2008", when his compensation allegedly changed.

[9] The elements of a claim for unjust enrichment are: "(1) plaintiff has conferred a benefit on the defendant, who has knowledge thereof; (2) defendant voluntarily accepts and retains the benefit conferred; and (3) the circumstances are such that it would be inequitable for the defendant to retain the benefit without paying the value thereof to the plaintiff." *Hillman Const. Corp. V. Wainer*, 636 So. 2d 576, 577 (Fla. 4th DCA 1994).

[10] Plaintiff's allegations in Count VIII (Equitable Lien) and IX Constructive Trust are virtually indistinguishable. While Plaintiff's Complaint fails to identify which of the four (4) Defendants Plaintiff is suing in Counts VIII and X and prays for judgment against "Plaintiffs" in the WHEREFORE clause to both counts, Plaintiff's Equitable Lien and Constructive Trust claims are subject to dismissal at least against Defendant Ted, individually, for the reasons set forth in III.B. *supra*.

prove: "(1) a promise, express or implied; (2) a transfer of the property and reliance thereon; (3) a confidential relationship; and (4) unjust enrichment." *Abreu v. Amaro*, 534 So. 2d 771, 772 (Fla. 3d DCA 1988).

54. Here, Plaintiff was never the legal holder of the property for which he seeks to have the Court impose a constructive trust, thereby subjecting Count X to dismissal. At most, Plaintiff was entitled to a percentage of the commissions, well prior to his compensation allegedly changing in "early 2008" and the running of the statute of limitations. *See* Complaint at ¶ 21. Plaintiff's allegations admit that Plaintiff never owned the commissions he now claims he is entitled to have a constructive trust placed over.[11] Thus, Plaintiff's claim for imposition of a constructive trust should be dismissed.

55. Moreover, to obtain a constructive trust, the *res* over which the trust is sought must be specifically identifiable property. *Trend Setter Villas of Deercreek v. Villas on the Green, Inc.*, 569 So. 2d 766, 768 (Fla. 4th DCA 1990). Here, Plaintiff alleges generally that he did not receive certain compensation rather than an entitlement to ***specific*** dollars capable of identification. Plaintiff's allegations admit that he was entitled to payment generally, rather than to receive specific dollars. Thus, Plaintiff cannot state a viable claim for the imposition of a constructive trust. Accordingly, Count X should be dismissed.

K. Counts VIII (Equitable Lien) and IX (Contract Implied in Law) Should be Dismissed for Failure to State a Cause of Action

56. In pleading an unjust enrichment claim, where an express contract exists, a claim for unjust enrichment will fail.[12] Similarly, where an express contract exists, a claim for an

[11] Once again, it is insufficient for Plaintiff to broadly lump the Defendants together as he does throughout Count X. Plaintiff fails to allege to which of the Defendants he purportedly transferred any property.

[12] Among the elements required for pleading a claim for unjust enrichment is that the plaintiff "conferred a benefit upon the defendant, who has knowledge thereof." *Hillman* 636 So. 2d at 577. Here, Plaintiff broadly alleges he

equitable lien premised upon allegations of unjust enrichment must also fail. *Diamond "S" Development Corp. v. Mercantile Bank*, 989 So. 2d 696 (Fla. 1st DCA 2008). Here, paragraph 59 of Count VIII reincorporates the allegations of paragraph 21, which allege an express contract. Similarly, paragraph 62 of Count IX reincorporates the allegations of paragraph 21.[13] Thus, Plaintiff's Counts VIII and IX must be dismissed.

L. Count XI (Indemnification) Should Be Dismissed As Premature and For Failure to State a Cause of Action

57. In Count X, Plaintiff seeks indemnification from Defendants from ***potential future claims*** by insurance companies which may seek a refund of commissions allegedly paid to Plaintiff. Although it is unclear as to whether Count XI is a claim for common law indemnification or statutory indemnification, Count XI is premature under either theory of recovery and, therefore, should be dismissed.

58. "In order for a common law indemnity claim to stand, a two-pronged test must be satisfied: (1) the indemnitee must be faultless and (2) the indemnitee's liability must be solely vicarious for the wrongdoing of another." *Zeiger Crane Rentals, Inc. v. Double A Indus., Inc.*, 16 So. 3d 907, 911 (Fla. 4th DCA 2009) (citing *Gen. Portland Land Dev. Co. v. Stevens*, 395 So. 2d 1296, 1299 (Fla. 4th DCA 1981)). A common law indemnity claim is ***premature*** if a judgment has not been entered. *Mellish Enters., Inc. v. Weatherford Int'l, Inc.*, 678 So. 2d 913,

conferred upon Defendants the benefit of "possessing and controlling the paperwork revealing commissions received and by agreeing that Defendants would assume the function of calculating amounts due the parties...." However, in paragraph 62, Plaintiff incorporates paragraph 6 into Count IX. Paragraph 6 alleges, in relevant part, that Ted and Simon "both own and control all of the corporate Defendants." Taking this allegation regarding the ownership and control of the Corporate Defendants as true for the purposes of this motion, as the shareholder/managing members of the Corporate Defendants, Ted (and Simon) were undoubtedly entitled to "possess and control the paperwork of the Corporate Defendants" and to "calculat[e] the amounts due the parties." Plaintiff's suggestion that he somehow broadly conferred a benefit upon ***all*** the Defendants, particularly Ted, turns the rights and benefits of corporate ownership on its head and ignores corporate law. Accordingly, because Plaintiff has not conferred a benefit upon the Defendants, collectively, or individually, Count IX should be dismissed.

[13] While Plaintiff seeks judgment against all of the Defendants in Count IX, Plaintiff's Contract Implied In Law claim is subject to dismissal against Ted individually for the reasons set forth in III.B. *supra*.

914 (Fla. 4th DCA. 1996) ("The entry of a judgment provides the prerequisite for an indemnification action, not payment of the judgment.") (citing *Flagship Nat'l Bank v. Gray Distrib. Sys., Inc.*, 485 So. 2d 1336, 1342 (Fla. 3d DCA 1986)).

59. Here, assuming that Count XI is a common law indemnification claim, the claim is premature and subject to dismissal because a judgment has not been entered against Plaintiff, nor has Plaintiff made such an allegation.

60. Similarly, statutory indemnification, which is governed by Section 607.0850(3), Florida Statutes, states:

> To the extent that a director, officer, employee, or agent of a corporation has ***been successful on the merits or otherwise in defense of any proceeding*** referred to in subsection (1) or subsection (2), or in defense of any claim, issue, or matter therein, ***he or she shall be indemnified against expenses actually and reasonably incurred by him or her in connection therewith.***

(emphasis added).

61. Plaintiff is currently not "a party to any proceeding" as required in subsections (1) and (2) of the statute, nor is Plaintiff currently defending a proceeding which may result indemnification under subsection (3). Accordingly, Count XI should be dismissed as premature.

62. Further, with respect to Defendant Ted, Plaintiff has failed to allege how Ted could be personally liable to indemnify Plaintiff. Plaintiff does not allege that he entered into any contract or agreement whereby Ted agreed to indemnify and hold Plaintiff harmless. Moreover, to the extent Count XI is a claim for statutory indemnification, such a claim would not cover Defendant Ted, a mere shareholder/officer of the Corporate Defendants.

IV. ALTERNATIVE MOTION FOR MORE DEFINITE STATEMENT

63. In the event the Court is not inclined to grant any portion of Defendants' Motion to Dismiss, Defendants Ted, LIC and AIM move for a more definite statement.

64. Florida R. Civ. P. 1.140(e) provides that "[i]f a pleading . . . is so vague or ambiguous that a party cannot reasonably be required to frame a responsive pleading, that party may move for a more definite statement before interposing a responsive pleading." *See also Conklin v. Bpyd*, 189 So. 2d 401, 403 (Fla. 1st DCA 1996) (holding that the "function of a motion for a more definite statement is to require that a vague, indefinite or ambiguous pleading be so amended so as to enable the party required to respond thereto, to intelligently discern the issues to be litigated and to properly frame its answer or reply.").

65. As set forth above, Plaintiff's Complaint is so vague, confusing, contradictory and meandering that it is virtually impossible to prepare a response to the allegations.

66. Among other things, Plaintiff lumps all four (4) Defendants -- which are separate and distinct individuals and legal entities -- together in his allegations, essentially alleging that everyone did everything. This type of pleading makes it virtually impossible for each of the Defendants to frame an appropriate response. Plaintiff's improper grouping of all of the Defendants in this action fails to distinguish each Defendant's particular conduct, fails to put each Defendant on adequate notice of the claims asserted against them and thereby fails to meet basic pleading requirements.

67. Moreover, Plaintiff fails to allege the which of the Corporate Defendants were parties to the purported oral contract(s) which serve the basis for Plaintiff's suit. In fact, it is unclear from the Complaint whether Plaintiff contends that multiple alleged oral contracts were

entered into. Plaintiff also fails to outline the material terms of the alleged oral contract(s) and fails to allege when the purported breach(es) occurred.

68. At the very least, Plaintiff should be required to provide a more definite statement of his allegations against each specific Defendant and a more definite statement regarding the parties and terms of the alleged oral contract(s) upon which this action is purportedly based.

WHEREFORE, Defendants, TED S. BERNSTEIN, LIC HOLDINGS, INC., and ARBITRAGE INTERNATIONAL MANAGEMENT, L.L.C., f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, L.L.C., respectfully request entry of an Order: (i) granting this Motion and dismissing Plaintiff's Complaint in its entirety; (ii) awarding Defendants' their reasonable attorneys' fees and costs pursuant to Fla. Stat. §§ 772.11 and 812.035(7); (iii) or, in the alternative, requiring Plaintiff file a more definite statement as to any count not dismissed, and (iv) for such other relief as this Court deems just and proper.

Dated this 1st day of October, 2012.

GREENBERG TRAURIG, P.A.
401 East Las Olas Boulevard, Suite 2000
Fort Lauderdale, Florida 33301
Telephone: (954) 765-0500
Facsimile: (954) 765-1477

By: _____
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Attorneys for Defendants

CASE NO: 502012CA013 933XXXXMB AA

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via e-mail upon: **Peter M. Feaman, Esq.** and **Kenneth D. Stern, Esq.**, pfeaman@feamanlaw.com, kdstern@gmail.com, 3615 W. Boynton Beach Blvd., Boynton Beach, FL 33436, on this 1st day of October, 2012.

KRISTINA L. ARNSDORFF

IN THE CIRCUIT COURT OF THE FIFTEENTH
JUDICIAL CIRCUIT OF FLORIDA, IN AND FOR
PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,
Plaintiff,
vs. Case No. 50 2012 CA013 933XXXXMB

TED S. BERNSTEIN;
SIMON BERNSTEIN;
LIC HOLDINGS, INC.; and
ARBITRAGE INTERNATIONAL
MANAGEMENT, L.L.C., f/k/a
ARBITRAGE INTERNATIONAL
HOLDINGS, L.L.C.,
Defendants.
_____/

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JUL 30 2012
SHARON R. BOCK
CLERK & COMPTROLLER
CIRCUIT CIVIL DIVISION

COMPLAINT
And JURY DEMAND

WILLIAM STANSBURY (PLAINTIFF"), by and through his undersigned co-counsel, hereby demanding trial by jury of all issues so triable, hereby sues the Defendants, and says

1. This is an action for money damages in excess of $15,000, and for equitable relief.

2. Plaintiff is *sui juris*, and a resident of Palm Beach County, Florida.

3. Defendants TED S. BERNSTEIN ("TED BERNSTEIN"), and SIMON BERNSTEIN are both *sui juris*, and are both residents of Palm Beach County, Florida.

4. The corporate Defendants, LIC HOLDINGS, INC.; and ARBITRAGE INTERNATIONAL MANAGEMENT, L.L.C., f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, L.L.C., are entities organized and existing under the laws of the State of Florida, all do business in the State of Florida and all have their principal offices in the State of Florida, and in Palm Beach County, Florida.

5. Defendants SIMON BERNSTEIN and TED BERNSTEIN (collectively "Defendants

BERNSTEIN") are, respectively, one another's father and son. They both own and control all of the corporate Defendants, and work closely together with respect thereto. In all matters involved herein, they worked closely together and were virtually one another's alter egos.

7 The acts and incidents giving rise to these causes of action occurred in Palm Beach County, Florida.

Background

8. Plaintiff has worked in the insurance field virtually all his adult life, and by 2003 had become well-known and highly regarded by major insurance companies, their principals, and by others throughout the insurance industry, at all levels thereof, as well as by professionals, including attorneys, CPAs, financial advisors, wealth managers and others who were involved in serving, or otherwise dealing with, insurers and insurance brokers.

9. SIMON BERNSTEIN dealt at high levels of the insurance industry, and specialized in developing and marketing insurance concepts suitable for persons of high net worth to incorporate in their wealth management and estate planning.

10. TED BERNSTEIN was actively involved in selling life insurance products in conjunction with attorneys, CPAs and other professionals, to be incorporated into clients' financial planning.

11. In 2003, TED BERNSTEIN approached Plaintiff, urging Plaintiff to spearhead the marketing of a unique insurance concept ("the said concept"), newly developed by a prominent law firm, which was designed for use in the financial and estate planning of wealthy individuals.

12. TED BERNSTEIN told Plaintiff that he knew of Plaintiff's knowledgeability, and reputation in the insurance and related industries and professions, and that Plaintiff was skilled

at, and accustomed to, speaking and marketing insurance products to, large groups of professionals, and that he realized that Plaintiff, because of his knowledgeability, reputation and abilities, would be ideal to market this concept nationwide, through prominent and experienced professionals..

13. SIMON BERNSTEIN proposed that Plaintiff work as an independent contractor for the Corporate Defendants, marketing the product to the above-described He offered Plaintiff an arrangement whereby Plaintiff would receive twenty percent (20%) of all net retained amounts of commissions received from insurance companies and general agents' overrides (hereinafter, "commissions") which chose to issue policies of the type to be marketed, for use in the said financial and estate planning, and all other sales by the companies. Plaintiff would receive no other salary remuneration, but would have his travel and marketing expenses advanced or reimbursed. In time, when Plaintiff agreed to become an employee rather than an independent contractor, he agreed to a salary of the equivalent of 15% of commissions received on all products.

14. After reviewing the concept and considering the terms of the arrangement offered by SIMON BERNSTEIN, Plaintiff agreed with BERNSTEIN to accept the proposal described in preceding paragraph 13, and all the parties proceeded to act in accordance therewith.

15. Thereafter, Plaintiff worked with diligence and skill, traveling throughout the United States, generating ever increasing sales, and generating very large commissions for Defendants and for Plaintiff, who received the agreed salary equal to 15% thereof. By 2006, the parties hereto began receiving checks, not only for commissions on new policies sold, but also renewal commissions. Initially, the Plaintiff and Defendants BERNSTEIN, and one secretary, comprised the entire workforce. At the height of the sales campaign, Defendants' staff for serving the

business generated by Plaintiff consisted of more than 40 individuals.

16. In 2005, the Plaintiff was paid his commissions in the form of two IRS forms 1099, from National Services Association, and from Defendant ARBITRAGE INTERNATIONAL MARKETING, INC. for his services as an independent contractor.

17. In 2006, Plaintiff received his agreed salary as an employee, reflected in two IRS forms W-2., One W-2 was from ARBITRAGE INTERNATIONAL MARKETING, INC., and the other was from ARBITRAGE INTERNATIONAL HOLDINGS, INC., which later became Defendant ARBITRAGE INTERNATIONAL MANAGEMENT, INC.

18. Also in 2006, SIMON BERNSTEIN told Plaintiff that Plaintiff, was being rewarded for the explosive growth of business, through receiving a 10% interest in LIC.

19. In 2007, Plaintiff received his agreed salary as an employee, which salary was reflected in an IRS Form W-2.

20. With the economic downturn in 2008, Defendants looked for ways to withhold from Plaintiff compensation to which he was entitled, and to deceive him into believing that the money which would have been paid to both Defendants as well as to Plaintiff as compensation, was instead being held in the company's coffers.

21. In order to hide from Plaintiff the real fact that Defendants were paying to Defendants BERNSTEIN the full earnings received as commissions, and thereby depriving Plaintiff of the 15% thereof to which he was entitled, they knew they had to terminate Plaintiff's function of calculating each person's entitlement to payment out of commissions received. Therefore, in early 2008, SIMON BERNSTEIN told Plaintiff that the Defendants BERNSTEIN felt that Plaintiff was spending too much time on making the said calculations, and that Plaintiff's time would be better spent in building the business. SIMON BERNSTEIN told

Plaintiff that he and TED BERNSTEIN had decided to pay themselves and Plaintiff identical salaries of not less than $1,000,000 each for 2008, and to distribute any profits beyond the total thus paid to the three owners, the Defendants BERNSTEIN and Plaintiff, according to their respective percentages of ownership, Plaintiff's share being 10%. Plaintiff. having thus far believed he was receiving whatever compensation he was entitled to, and having no reason to realize that this was a ruse to keep him in the dark as to the true state of affairs, readily acceded to his being relieved of the bookkeeping duties regarding calculating the disposition of moneys received.

22. Through misrepresentations made from 2008 through the date of filing of this Complaint, Defendants knowingly made false statements to Plaintiff to hide their scheme to withhold from Plaintiffs money to which he was entitled. For example, at times they claimed that money being received was not being paid as salary or distributions to either of Defendants BERNSTEIN but was being withheld and placed in company accounts, for eventual distribution. As Plaintiff and Defendants could afford to wait until year's end to be paid their distributions, and as Defendants BERNSTEIN assured Plaintiff that the payment arrangement would apply to all three equally, Plaintiff did not question the truthfulness of their representations..

23. In furtherance of their scheme to deprive Plaintiff of salary he had earned and to which he was entitled, Defendants intercepted mail addressed to Plaintiff, removed therefrom commission checks representing full commissions, deposited the same to their own accounts or otherwise converted the funds,, and willfully withhold from Plaintiff his salary. Defendants BERNSTEIN also opened Plaintiff's mail containing checks payable to him which were unrelated to Defendants' business.

24. In 2011, the Defendants BERNSTEIN decided to deceive Plaintiff into giving up

his 10% share in the business. Although he had never seen a stock certificate, Plaintiff had in fact been given K-1 statements reflecting his salary, which appeared to approximate 10% of the net profits or losses of LIC, after salary was paid. TED BERNSTEIN told Plaintiff that their accountants had discovered a taxable event which could cause all the owners of the company to have to pay taxes, and that they thought it would be unfair for Plaintiff to have to pay 10% of that tax, so TED BERNSTEIN promised that if Plaintiff would sign a paper ceding his 10% interest, TED BERNSTEIN would simply hold it and it would not become operative unless the tax liability came to exist. Plaintiff was assured that nothing would happen with the stock ownership until Plaintiff and the Defendants BERNSTEIN discussed the situation further after the Holiday Season.

25. Because of the misrepresentations, willful concealments of material facts, duplicity and deceit practiced by Defendants upon Plaintiff as described in preceding paragraphs 20 through 24, Plaintiff was reasonably of the belief that Defendants had complied , or intended to comply, with their material obligations to Plaintiff under the contract between them, and therefore was prevented from knowing, for a period of years, that these causes of action existed. The acts of Defendants in making false statements and withholding material information continues from its inception to the date of the filing hereof.

I. ACCOUNTING
(Against LIC and ARBITRAGE, for Accounting as to Withholding of Money Due Plaintiff)

26. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 24, inclusive.

27. The relationship between Plaintiff and the Defendants, particularly as affected by

Defendants' acts described in preceding paragraphs 20 through 25, inclusive, created a situation where Defendants had sole access to, receipts generated by Plaintiff's efforts, and to books and records reflecting said receipts and the other information from which can be calculated all moneys due to Plaintiff under his arrangement with Defendants.

28, The period of time during which Plaintiff has been deprived of moneys due him spans approximately four and a half years, the numerosity of the sources of receipts by Defendants of moneys from which the amounts due Plaintiff may be calculated, and the changes in the formula under which, and manner in which, Plaintiff was to be paid, all involve extensive and complicated accounts, and Plaintiff's remedy at law could not be as full, adequate and expeditious as it is in equity.

WHEREFORE, Plaintiff prays for an adjudication of Plaintiff's right to a full and complete accounting from Defendants, and for such orders of Court as will require the Defendants to provide Plaintiff with all records and copies of documents, dated from the date in 2003 when Plaintiff first began his efforts to generate sales of the concept described in paragraph 11 above to the present, as will reveal his right to, and the amount of, all amounts: (a) received as commissions on said concepts or any other commissions as to which Plaintiff was entitled to a share; (b) due to Plaintiff, whether paid or not; (c) paid to Plaintiff, whether for commissions, salary, distributions, expenses or any other reason; (d) paid to each of the Defendants out of moneys received as commissions; (e) deposits of any and all moneys received as commissions by any Defendants to any accounts, including the name of the entity whose account was involved, the number(s) of each such account; the address of the branch or other facility through which any Defendant dealt with such entity; (f) calculations as to moneys paid , to be paid, or not to be paid to Plaintiff, together with such other and further relief as the Court may deem just

and appropriate.

II. ACCOUNTING
(Against TED S. BERNSTEIN and SIMON BERNSTEIN, for Accounting as to Money Due to Plaintiff Which Said Defendants Converted)

29. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 24, inclusive.

30. The relationship between Plaintiff and the Defendants, particularly as affected by Defendants' acts described in preceding paragraphs 20 through 25, inclusive, created a situation where Defendants had sole access to, receipts generated by Plaintiff's efforts, and to books and records reflecting said receipts and the other information from which can be calculated all moneys due to Plaintiff under his arrangement with Defendants.

31, The period of time during which Plaintiff has been deprived of moneys due him spans approximately four and a half years, the numerosity of the sources of receipts by Defendants of moneys from which the amounts due Plaintiff may be calculated, and the changes in the formula under which, and manner in which, Plaintiff was to be paid, all involve extensive and complicated accounts, and Plaintiff's remedy at law could not be as full, adequate and expeditious as it is in equity.

WHEREFORE, Plaintiff prays for an adjudication of Plaintiff's right to a full and complete accounting from Defendants, and for such orders of Court as will require the Defendants to provide Plaintiff with all records and copies of documents, dated from the date in 2003 when Plaintiff first began his efforts to generate sales of the concept described in paragraph 11 above to the present, as will reveal his right to, and the amount of, all amounts: (a) received as commissions on said concepts or any other commissions as to which Plaintiff was entitled to a

share; (b) due to Plaintiff, whether paid or not; (c) paid to Plaintiff, whether for commissions, salary, distributions, expenses or any other reason; (d) paid to each of the Defendants out of moneys received as said commissions; (e) deposits of any and all moneys received as commissions by any Defendants to any accounts, including the name of the entity whose account was involved, the number(s) of each such account; the address of the branch or other facility through which any Defendant dealt with such entity; (f) calculations as to moneys paid , to be paid, or not to be paid to Plaintiff, together with such other and further relief as the Court may deem just and appropriate.

III. BREACH OF ORAL CONTRACT
(Against All the Defendants)

32. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 24, inclusive.

33. The arrangement between Plaintiff and Defendants as described in paragraphs 11 and 13 above, and as modified by the parties as further described above, constituted a contract between them.

34. An express term of that contract involved the commitment of Defendants to calculate, and to pay to Plaintiff, fully and timely, all sums due to him under the parties' contract, whether as commissions, salary, distributions, expenses or any other reason

35. The parties initially performed the duties required of them under said contract.

36. However, as described above in paragraphs 20 through 25, inclusive, Defendants willfully and maliciously agreed to breach their contract with Plaintiff by withholding from Plaintiff moneys due him under the contract.

37. Defendants did withhold such moneys due Plaintiff.

38. The withholding of such moneys constituted a material breach of the contact between Plaintiff and Defendants.

39. There is therefore due to Plaintiff from Defendants all amounts due under said contract, together with prejudgment and post-judgment interest on said amounts.

WHEREFORE, Plaintiff prays for judgment against Plaintiffs, jointly and severally, for the full amount of moneys due to Plaintiff under the terms of their contract, including agreed-upon modifications thereof, together with prejudgment and post-judgment interest on said amounts, together with such other and further relief as the Court may deem just and appropriate.

IV. BREACH OF IMPLIED COVENANT Of GOOD FAITH and FAIR DEALING

40. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 24, inclusive, and paragraphs 33 through 38, inclusive.

41. The said contract, as a matter of law, contained an implied covenant of good faith and fair dealing, obligating the parties to honor every express term of the agreement..

42. Among the express terms of the oral contract between the parties were (a) that Plaintiff would be constantly apprised, either through being permitted to calculate all amounts due the Defendants out of commissions, or through being advised of all receipts of commissions and the disposition thereof, or the amounts due to Plaintiff for any reason under the terms of the contract; and (b) that Plaintiff would be fully and promptly paid all such amounts due him.

43. Through their actions as described in preceding paragraphs 20 through 25, inclusive, the Defendants willfully breached the said express of the contract.

WHEREFORE, Plaintiff prays for judgment against Plaintiffs, jointly and severally, for

the full amount of moneys due to Plaintiff under the terms of their contract, including agreed-upon modifications thereof, together with prejudgment and post-judgment interest on said amounts, together with such other and further relief as the Court may deem just and appropriate.

V. BREACH OF FIDUCIARY DUTY

41. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 24, inclusive.

42. Plaintiff reposed full confidence in the defendants BERNSTEIN, and trusted them and relied on them to be as good as their word and to deal honestly with him, for a variety of reasons. Plaintiff knew of SIMON BERNSTEIN as a major figure in the insurance industry, prior to their becoming parties to the agreement involved herein. Moreover, Plaintiff and the Defendants BERNSTEIN had formed a social relationship which had grown into what Plaintiff regarded as friendship. Moreover, as the initial situation under their contractual relationship had Plaintiff receiving all information as to commissions received and calculating the amount of money due to Plaintiff and the Defendants BERNSTEIN, as ,mentioned in preceding paragraphs 21 and 22, and also because Plaintiff was told he had been given a minority shareholder interest in LIC, Plaintiff reasonably felt that the Defendants would deal with Plaintiff honestly and fairly, and that the Defendants had no intention of hiding from Plaintiff any information as to the amounts due Plaintiff or as to the Defendants' intention of paying said amounts to Plaintiff

43. Moreover, when Defendants proposed to Plaintiff that Plaintiffs cease being the one to calculate moneys due the parties out of commissions received, the Plaintiff trusted Defendants to make proper, accurate and complete calculations, as Plaintiff had done, and to pay Plaintiff accordingly.

44. Furthermore, when Defendants BERNSTEIN made statements to Plaintiff as to why payments due him were not being paid, as described, for example, in preceding paragraphs 22 through 25, inclusive, and 42, he trusted Defendants to be telling Plaintiff the truth,

45. As a result of the foregoing, a fiduciary relationship existed between Defendants BERNSTEIN and Plaintiff, and there existed in Plaintiff complete confidence and trust in the said Defendants, of which confidence and trust said Defendants were well aware.

46. Defendants BERNSTEIN accepted the trust which Plaintiff reasonably placed in them.

47 Through Defendants' willful misrepresentations and withholding of material information as to their intentions and the purposes for which Plaintiff's payments were not being paid, and through their diversion from Plaintiff of amounts which should have been paid to him, Defendants abused and betrayed Plaintiff's trust and confidence in them, to Plaintiff's great detriment, in that he has been deprived of the said amounts due him, the precise amount of which cannot be calculated without access to Defendants' books and records, and a full accounting by them.

WHEREFORE, Plaintiff prays for judgment against Plaintiffs, jointly and severally, for the full amount of moneys due to Plaintiff under the terms of their contract, including agreed-upon modifications thereof, together with prejudgment and post-judgment interest on said amounts, together with such other and further relief as the Court may deem just and appropriate.

VI. CIVIL THEFT
Against All Defendants

48. This is an action for Civil Theft under Chapter 772, Florida Statutes, more

specifically §772.11, Fla.Stats.

49. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 24, inclusive.

50. All funds which Defendants' records will reveal are due to Plaintiff but which have been deposited to any of the Defendants' accounts or which have been received by any Defendant or diverted by any Defendant to any recipient but Plaintiff are the specific funds to which this Count relates.

51. By refusing to pay to Plaintiff funds due him under their agreement, and by paying said sums to themselves or to others, Defendants have been guilty of criminal theft by conversion, which has been and continues to be performed by Defendants with the criminal intent of stealing his money and depriving him of the possession and use thereof.

52. Written demand for payment of all amounts due Plaintiff has been made to Defendants, more than 30 days preceding the filing of this Complaint, to no avail.

WHEREFORE, Plaintiff prays for judgment against Plaintiffs, jointly and severally, for three times the full amount of moneys due to Plaintiff under the terms of their contract, including agreed-upon modifications thereof, together with prejudgment and post-judgment interest on said amounts, and such other remedies as may be awarded Plaintiff under other Counts herein, together with such other and further relief as the Court may deem just and appropriate, together with such other and further relief as the Court may deem just and appropriate.

VII. FRAUD
(Against All Defendants)

53. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated

herein, preceding paragraphs 1 through 24, inclusive.

54. Defendants, with the intent to defraud Plaintiff by preventing his receipt of moneys due him from Defendants as commissions, salary, distributions, expenses, and otherwise, made false statements to him and withheld material information from him, all as specifically set forth in preceding paragraphs 20 through 24 above.

55. At the time said statements were made, Defendants knew that they were material and false, and that Plaintiff would rely thereon. At the time said material information was withheld from Plaintiffs, Defendants knew that the information being withheld was material, and that the withholding of the information would cause Plaintiff to rely on the absence of said information

56. Defendants intended for Plaintiff to rely on said false statements of material fact and to rely on the absence of the material facts which were withheld.

57. Plaintiff did rely on the false statements and the withholding of material information, and was damaged thereby. Through the loss the possession and use of moneys due him but withheld by Defendants under their scheme to defraud him of said money.

58. The behavior of Defendants in deceiving Plaintiff and in abusing the trust they had engendered in Plaintiff, as set forth in preceding paragraphs 42 through 47, which are incorporated herein by reference as if expressly restated herein, was in willful and conscious disregard of his rights, and was of such a concerted, premeditated, and outrageous nature as to go beyond the bounds of decency, and constituted rampant fraud.

WHEREFORE, Plaintiff prays for judgment against Plaintiffs, jointly and severally, for the full amount of moneys due to Plaintiff under the terms of their contract, including agreed-upon modifications thereof, together with prejudgment and post-judgment interest on said amounts, together with such other and further relief as the Court may deem just and appropriate.

VIII. EQUITABLE LIEN

59. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 24, inclusive, and paragraphs 54 through 58, inclusive.

60. The bank accounts into which any of the commissions received by Defendants as to which Plaintiff was to receive a share of commissions received, and the operating accounts and other accounts of the corporate Defendants into which said commission checks were deposited were intended by Defendants and by Plaintiff to be the source out of which Plaintiff would be paid, and they therefore were intended to be, and therefore should be, charged by this Court with the obligation of being the source of all amounts Plaintiff was and is to be paid, including amounts not yet paid.

61. Any and all other accounts into which were deposited said commissions or any part thereof, out of which Plaintiff was to be paid, should, out of general considerations of right and justice as applied to the relations of the parties and the circumstances of their dealings, be charged with the obligation of paying Plaintiff.

WHEREFORE, Plaintiff prays for judgment against Plaintiffs, jointly and severally, for the full amount of moneys due to Plaintiff under the terms of their contract, including agreed-upon modifications thereof, together with prejudgment and post-judgment interest on said amounts. Plaintiff further prays for the Court to declare and establish an equitable lien in favor of Plaintiff on all the accounts described in preceding paragraphs 60 and 61, and for all other accounts into which said commissions have been or will be wholly or partly diverted, and on all assets of Defendants or third parties which have been purchased wholly or partly with the

diversion of said funds due Plaintiff. Plaintiff further prays for such other and further relief as the Court may deem just and appropriate.

IX. CONTRACT IMPLIED IN LAW

62. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 25, inclusive.

63. By keeping the moneys due Plaintiff, Defendants have been unjustly enriched.

64. By agreeing to permit Defendants to receive, possess and control the paperwork revealing commissions received, and by agreeing that Defendants would assume the function of calculating amounts due the parties, Plaintiff conferred on Defendants the benefit of controlling the disposition of the funds received, including those due Plaintiff. The Defendants, having induced Plaintiff to confer said benefit, knew of the benefit and accepted and retained the benefit and abused it to defraud the Plaintiff.

65. The Circumstances are such that it would be inequitable for the Defendants to retain the benefit of the possession and use of funds due Plaintiff

WHEREFORE, Plaintiff prays for judgment that there exists a contract implied in law with the terms against Defendants described above, and for judgment against all Defendants, jointly and severally, for the full amount of moneys due to Plaintiff under the terms of their contract, including agreed-upon modifications thereof, together with prejudgment and post-judgment interest on said amounts, together with such other and further relief as the Court may deem just and appropriate.

X. CONSTRUCTIVE TRUST

66. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 24, inclusive.

67. The bank accounts into which any of the commissions received by Defendants as to which Plaintiff was to receive a share of commissions received, and the operating accounts and other accounts of the corporate Defendants into which said commission checks were deposited were intended by Defendants and by Plaintiff to be the source out of which Plaintiff would be paid, and they therefore were intended to be, and therefore should be, charged by this Court with the obligation of being the source of all amounts Plaintiff was and is to be paid, including amounts not yet paid.

68. Any and all other accounts into which were deposited said commissions or any part thereof, out of which Plaintiff was to be paid, should, out of general considerations of right and justice as applied to the relations of the parties and the circumstances of their dealings, be charged with the obligation of paying Plaintiff.

.WHEREFORE, Plaintiff prays for judgment against Plaintiffs, jointly and severally, for the full amount of moneys due to Plaintiff under the terms of their contract, including agreed-upon modifications thereof, together with prejudgment and post-judgment interest on said amounts. Plaintiff further prays for the Court to declare and establish a constructive trust in favor of Plaintiff on all the accounts described in preceding paragraphs 60 and 61, and for all other accounts into which said commissions have been or will be wholly or partly diverted, and on all assets of Defendants or third parties which have been purchased wholly or partly with the diversion of said funds due Plaintiff. Plaintiff further prays for such other and further relief as the Court may deem just and appropriate.

XI. INDEMNIFICATION

69. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 24, inclusive.

70. When Defendants entered the arrangement with Plaintiff described in preceding paragraph 13, SIMON BERNSTEIN, acting for himself and on behalf of the corporate Defendants and TED BERNSTEIN, and for their collective and shared benefit, told Plaintiff that it would be better for the simplicity of administration, if Plaintiff would arrange for all commissions, paid by insurance companies for sales of the said product by the Defendant companies, to be paid in the name of Plaintiff., even though Plaintiff would ultimately receive only 15% thereof.

71. Plaintiff, believing the representation that this was being requested solely to simplify bookkeeping and administration, agreed to receive all commissions in his own name, even though the bulk of each commission would become the property of the various Defendants.

72. At the time Defendants, through SIMON BERNSTEIN, represented to Plaintiff that the reason for their request that Plaintiff receive all commissions solely in his own name was for administrative simplicity, they knew that they had an ulterior motive in making this request. Their said motive was that, in the event any insurance company which had paid a commission for sale of the said product were to request a full refund of the commission on the ground that the insurance client or the broker had falsified the application for the policy, Defendants intended to disclaim liability therefor, and to avoid personal and corporate responsibility for any requests for refund of commissions paid, even though they collectively have received 85% of each such commission.

73. Plaintiff, acting in good faith, did not realize that Defendants were concealing this motive, or that such was their motive, and he reasonably relied on their representations as to the reason for the request, to his detriment.

74. As a direct and proximate result of the Defendants' representations, Plaintiff will have nominal full liability for refund of any commissions thus sought to be refunded as described in preceding paragraph 72. Such liability creates the certainty that requests for refunds will be made solely to Plaintiff, even though Defendants received 85% of the commissions.. Such disproportionate and unfair liability has been caused by the willful misrepresentation by Defendants.

75. Plaintiff was without fault in reasonably relying on the said representations.

76. Defendants were solely at fault in creating the said liability.

77. There was a special relationship between Plaintiff and the Defendants, because Plaintiff was acting as the nominal agent for Defendants in receiving in his name 100% of the commissions, making him vicariously liable for the refund of the 85% of commissions which were retained by Defendants for their own benefit.

78. Moreover, Defendants had ceased to pay Plaintiff any commissions. Instead, as an employee he was now receiving a salary. To reflect Plaintiff's successful generation of Defendants' business, Defendants made Plaintiff's salary approximate 15% of the amount of commissions received. Nonetheless, as Plaintiff was not receiving any share of commissions *per se*, he should not have his indemnification limited to 85%, but rather it should be to the full 100% of all commissions being refunded.

WHEREFORE, Plaintiff prays for a Judgment in his favor, and against all Defendants, Adjudicating them under an obligation to defend, hold harmless and indemnify Plaintiff from

and against refund claims for said commissions, to the extent of 100% thereof, and for such other and further relief as the Court shall deem just and appropriate.

July 30, 2012

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By: _____
Peter M. Feaman
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By: _____
Kenneth D. Stern
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IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,
Plaintiff,

CASE NO: **50 2012 CA 013933 MB AA**

v.

TED S. BERNSTEIN; SIMON BERNSTEIN; LIC HOLDINGS, INC.; and ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC.
Defendants.
_____/

NOTICE OF HEARING
(Motion Calendar)

PLEASE TAKE NOTICE that the undersigned attorney for Plaintiff, WILLIAM STANSBURY, has called up for hearing the following matter:

Matter: **[Plaintiff's] Motion for Substitution of Party**

Date: **Monday, January 31, 2013**

Time: **8:45 a.m.**

Place: **Honorable Glenn D. Kelley**
Courtroom 11A
Palm Beach County Circuit Court
205 No. Dixie Highway
West Palm Beach, FL 33401

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that the above and foregoing has been forwarded via e-mail service at swergoldj@gtlaw.com; arnsdorffk@gtlaw.com; steffesj@gtlaw.com; FLService@gtlaw.com to Jon Swergold, Esq., Greenberg Traurig, P.A., 401 East Las Olas Blvd., Suite 2000, Fort Lauderdale, FL 33301; and at rspallina@tescherspallina.com to Robert L. Spallina, Esq., *Counsel forDonald Tescher, Personal Representative of the Estate of Simon Bernstein,* Tescher & Spallina, P.A., 4855 Technology Way, Suite 720, Boca Raton, FL 33431 on this 23 day of January, 2013.

PETER M. FEAMAN, P.A.
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By: _____
Peter M. Feaman
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IN THE CIRCUIT COURT OF THE FIFTEENTH
JUDICIAL CIRCUIT OF FLORIDA, IN AND FOR
PALM BEACH COUNTY, FLORIDA

CASE NO. 502012CA013933XXXXMB

WILLIAM E. STANSBURY,

Plaintiff,

v.

Division: AA-Kelley

TED S. BERSTEIN;
SIMON BERNSTEIN;
LIC HOLDINGS, INC.; and
ARBITRAGE INTERNATIONAL
MANAGEMENT, L.L.C., f/k/a
ARBITRAGE INTERNATIONAL
HOLDINGS, L.L.C.

Defendants.
_____/

MOTION FOR SUBSTITUTION OF PARTY

Plaintiff, WILLIAM E. STANSBURY ("Plaintiff"), by and through his undersigned counsel and pursuant to Rule 1.260(a) of the Florida Rules of Civil Procedure, hereby moves this Court for entry of an Order substituting the personal representative of the ESTATE OF SIMON BERNSTEIN (the "Estate") in place of SIMON BERNSTEIN (the "Decedent") as a party to this action, and in support thereof state as follows:

1. On or about July 30, 2012, Plaintiff filed the Complaint that initiated this action against the defendants named therein, including the Decedent.

2. The Decedent died on September 13, 2012. A Suggest of Death statement was served by Defendants in this action on or about September 19, 2012. The personal representative

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of the Estate is now the proper party to this action, and the Decedent is no longer a proper party to this action.

WHEREFORE, Plaintiff, WILLIAM E. STANSBURY, respectfully requests (i) that this Court substitute the personal representative of the ESTATE OF SIMON BERNSTEIN in place of the Decedent as a party to this action, and (ii) such further relief as the Court deems just and equitable.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the above and foregoing has been forwarded via e-mail at swergoldj@gtlaw.com; arnsdorffk@gtlaw.com; steffesj@gtlaw.com; and FLService@gtlaw.com to Jon Swergold, Esq., Greenberg Traurig, P.A., 401 East Las Olas Blvd., Suite 2000, Fort Lauderdale, FL 33301 and at kdstern@gmail.com to Plaintiff's co-counsel, Kenneth D. Stern, P.A., 3615 W. Boynton Beach Blvd., Boynton Beach, FL 33436, this 5th day of November, 2012.

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retained commissions to a $1,000,000 salary and a pro rata (10%) distribution of any profits going forward. Plaintiff concedes that he was paid his alleged agreed-upon commissions in 2005, 2006 and 2007. *See* Complaint at ¶¶ 13 and 16-18. Therefore, Plaintiff's alleged causes of actions can only be based upon the purported breach of the alleged modified oral contract(s) in 2008.

12. While Plaintiff's Complaint fails to specifically identify the precise date the breach of the alleged oral contract(s) occurred, it appears, based on Plaintiff's allegations, that the purported breach would have occurred in "early 2008". *See* Complaint at ¶¶ 22 and 28 (Plaintiff alleges that he has been "deprived of moneys [sic] due him . . . [for] approximately ***four and a half years***.") (emphasis added).

13. Consequently, the statute of limitations expired on Plaintiff's various causes of action to the extent based upon claims accruing prior to July 31, 2008. Plaintiff, however, did not file his Complaint until July 30, 2012. Therefore, Counts I, II, III, IV, V, VI, VIII , IX and X should be dismissed as being barred by the statute of limitations.

B. Counts II (Accounting), III (Breach of Oral Contract) IV (Breach of Implied Covenant of Good Faith and Fair Dealing) and Count IX (Contract Implied in Law) Should Also be Dismissed Because Plaintiff Has Not Alleged Sufficient Facts to Assert Claims Against Ted in His Individual Capacity

14. Plaintiff's Complaint fails to specify how or why Ted is personally liable for the payment of an alleged obligation of either LIC and/or AIM to Plaintiff. Indeed, Plaintiff admits that he was an employee of the Corporate Defendants, he was paid by AIM and entered into the alleged oral contract(s), and subsequent modified oral contract(s), with LIC and/or AIM.

15. Plaintiff's theory upon which he attempts to sue Ted is unclear at best. Indeed, Plaintiff never alleges Ted was a party to the alleged oral contract(s) or that he agreed to be

personally responsible for payment to Plaintiff. The Defendants and the Court should not be required to guess as to this fundamental matter, which is conspicuously absent from the Complaint.

16. In order to impose personal liability against Ted for breach of an oral contract(s) with the Corporate Defendants, breach of the implied covenant of good faith and fair dealing relating to the alleged oral contract(s), for an individual accounting, and a contract implied in law, Plaintiff must affirmatively allege that Ted acted in some capacity other than as a mere officer of the Corporate Defendants. *See Superior Garlic International v. E&A Produce Corp.*, 913 So. 2d 645 (Fla. 3d DCA 2005) (claim against president of company was improper where there was no evidence that president acted in a personal capacity rather than as a officer).

17. Additionally, Plaintiff does not allege, nor can he, that any consideration flowed to Ted, individually. Without any consideration, there can be no enforceable contract. *St. Joe Corp. v. McIver*, 875 So. 2d 375 (Fla. 2004) (an oral contract is subject to the basic requirements of contract law, such as offer, acceptance, consideration and sufficient specification of essential terms).

18. Because there is no set of facts under which Plaintiff can state a cause of action against Ted, individually, Count II (Accounting), Count III (Breach of Oral Contract), Count IV (Breach of the Implied Covenant of Good Faith & Fair Dealing) and Count IX (Contract Implied in Law) should be dismissed as to Ted.

C. Counts I (Accounting Against LIC and AIM) and Count II (Accounting Against T. Bernstein and S. Bernstein) Should Also Be Dismissed Because Plaintiff's Allegations Are Inherently Contradictory and Plaintiff Fails to State a Cause of Action

19. In Counts I and II, Plaintiff seeks an accounting, ***dating back to 2003***, against the Corporate Defendants and the individual Defendants, respectively. Aside from the fact that Plaintiff's Complaint is devoid of any allegations that Ted was a party to the alleged oral contract(s) between Plaintiff and one or both of the Corporate Defendants, or any other allegations under which Ted could be held individually liable for breach of the alleged oral contract(s) and a corresponding accounting, Plaintiff admits in paragraphs 16-19 -- which are expressly incorporated by reference into Count I -- that Plaintiff was properly paid through 2007.

20. Further, Plaintiff asserts in paragraph 28 of Count I and paragraph 31 of Count II that he is purportedly owed payment for "four and a half years" under an alleged oral contract. These allegations are both inconsistent with Plaintiff's demand for an accounting in both Counts I and II ***dating back to 2003*** and are vague. *See* WHEREFORE clauses following ¶¶ 28 and 31. Accordingly, Counts I and II should be dismissed. *See Peacock v. General Motors Acceptance Corp.*, 432 So. 2d 142, 146 (Fla. 1st DCA 1983)("contradictory allegations within a single count neutralize each other and render the count insufficient on its face", even where they are "incorporated in that count" from a prior count of the complaint).

21. Additionally, Counts I and II should be dismissed because Plaintiff's Complaint fails to allege the requisite elements for an accounting. To state a cause of action for an accounting, Plaintiff must allege that (1) the Plaintiff and Defendants shared a fiduciary relationship or entered a complex transaction and (2) a remedy at law is inadequate. *See Bankers Trust Realty Inc. v. Kluge*, 672 So. 2d 897, 898 (Fla. 3d DCA 1996). Here, although Plaintiff has

inartfully and in confusing fashion alleged that the accounting required to assess what he is purportedly owed under the oral contract(s) is complex, that is irrelevant as the underlying transaction must be complex, which, even accepting Plaintiff's allegations, it is not. *See* Complaint ¶¶ 28 and 31. Moreover, Plaintiff's allegation that his "remedy at law could not be as full, adequate and expeditious as it is in equity" does not meet the second element required under *Kluge*. Plaintiff's failure to clearly plead and allege ultimate facts for either element warrants dismissal of Counts I and II.

D. Count IV (Breach of Implied Covenant of Good Faith and Fair Dealing) Should Be Dismissed Because It Fails to State a Claim and is Duplicative of Count III (Breach of Oral Contract)

22. "[A] claim for breach of the implied covenant of good faith and fair dealing cannot be maintained under Florida law absent an allegation that an express term of the contract has been breached. A duty of good faith must relate to the performance of an ***express*** term of the contract and is not an abstract and independent term of a contract which may be asserted as a source of breach . . ." *Insurance Concepts and Design, Inc. v. Healthplan Services, Inc.*, 785 So. 2d 1232, 1234 -1235 (Fla. 4th DCA 2001) (emphasis added).

23. "The duty of good faith does not attach until the Plaintiff can establish a [specific] term of the contract that [the defendant] was obligated to perform. *Id.*; *see Onuss Ortak Nokta Uluslararasi Haberlesme Sistem Servis Bilgisayar Yazilim Danismanlik Ve Dis Ticaret v. Terminal Exch., LLC*, No. 09-80720, 2010 U.S. Dist. LEXIS 22216, at *9 (S.D. Fla. Mar. 10, 2010) (applying Florida law) ("The breach of implied covenant of good faith and fair dealing is not an independent cause of action but attaches to the performance of a ***specific*** contractual obligation.") (emphasis added). Citing then New Hampshire Supreme Court Justice Souter, the

court in *Cox v. CSX Intermodal, Inc.*, 732 So. 2d 1092 (Fla. 1st DCA 1999) explained the proper circumstances for applying the implied obligation of good faith and fair dealing.

> [U]nder an agreement that appears by word or silence to invest one party with a degree of discretion in performance sufficient to deprive another party of a substantial portion of the agreement's value, the parties' intent to be bound by an enforceable contract raises an implied obligation of good faith to observe reasonable limits in exercising that discretion, consistent with the parties purpose or purposes in contracting.

Id. at 1097. The *Cox* Court concluded "where the terms of the contract afford a party substantial discretion to promote that party's self-interest, the duty to act in good faith nevertheless limits that party's ability to act capriciously to contravene the reasonable contractual expectations of the other party." *Id.* at 1097-98.

24. In Count IV of the Complaint, Plaintiff fails to allege an express term of the contract for which Defendants[3] purportedly breached their implied covenant of good faith and fair dealing. Instead, Plaintiff generally alleges the terms of the alleged oral contract(s) and then concludes the Count by summarily stating: "Defendants willfully breached the said express [terms] of the contract."

25. It is insufficient, however, for Plaintiff to conclusorily allege that Defendants breached the terms of the contract. Plaintiff must pinpoint the express term of the contract upon which the purported cause of action relates. Accordingly, Count IV of the Complaint should be dismissed on this ground alone.

26. Count IV should also be dismissed as duplicative of Count III (Breach of Oral Contract). Florida law provides that "a breach of the implied covenant of good faith and fair

[3] While Plaintiff's Complaint fails to identify which of the four (4) Defendants Plaintiff is suing in Count IV and prays for judgment against "Plaintiffs" in the WHEREFORE clause to Count IV, Plaintiff's breach of implied covenant of good faith and fair dealing claim is subject to dismissal against Ted individually for the reasons set forth in III.B. *supra.*

dealing cannot be advanced when the allegations underlying that claim are duplicative of the allegations supporting the breach of contract claim." *Onuss,* at *10 (S.D. Fla. Mar. 10, 2010); *see Enola Contr. Servs. v. URS Group, Inc.*, No. 5:08cv2-RS-EMT, 2008 U.S. Dist. LEXIS 33441, at *18 (N.D. Fla. Apr. 23, 2008) (applying Florida law) (dismissing with prejudice breach of good faith and fair dealing claim where such claim was "indistinguishable from" and "subsumed within" the breach of contract claim); *see also* Shibata v. Lim, 133 F. Supp. 2d 1311, 1321-1322 (M.D. Fla. 2000) (applying Florida law) (dismissing breach of implied covenant of good faith and fair dealing claim because there was "no difference between the factual underpinnings of [the] breach of contract claim and [the] claim for breach of the implied covenant").

27. Here, Plaintiff's Breach of Implied Covenant of Good Faith and Fair Dealing alleges that "Defendants willfully breached the [following] said express [terms] of the contract": "that Plaintiff would be constantly apprised, either through being permitted to calculate all amounts due the Defendants [sic] out of commissions, or through being advised of all receipts of commissions and the disposition thereof, or the amounts due to Plaintiff for any reason under the terms of the contract; and (b) that Plaintiff would be fully and promptly paid all such amounts due him." Complaint at ¶¶ 42-43.[4]

28. These allegations, however, are nearly identical to the allegations supporting Plaintiff's breach of oral contract claim in Count III. *See, e.g.,* Count III at ¶ 34 ("An express term of that contract involved the commitment of Defendants to calculate, and to pay to Plaintiff,

[4] Plaintiff alleges that as of early 2008, his salary was no longer equal to 15 per cent of commissions, but instead consisted of a base salary of $1 million plus his proportionate interest in any profits. Complaint at ¶ 21. Inasmuch as the statute of limitations for a breach of implied covenant of good faith and fair dealing is 4 years, the conduct supporting the claim must have occurred within the 4 year period. Here, Plaintiff's allegations in Count IV as to the alleged breach by the Defendants (calculating commissions and keeping Plaintiff informed of all receipts) cannot give rise to a breach of the implied covenant of good faith and fair dealing as by his own admission, Plaintiff was no longer being compensated based upon a calculation of commissions as of July 31, 2008 -- 4 years prior to the filing of the Complaint. Accordingly, Count IV should be dismissed.

fully and timely, all sums due to him under the parties' contract, whether as commissions, salary, distributions, expenses or any other reason.") and ¶ 36 ("[ ] Defendants willfully and maliciously agreed to breach their contract with Plaintiff by withholding from Plaintiff moneys due him under the contract."). Such allegations already form the basis of Plaintiff's breach of oral contract claim in Count II and, therefore, cannot support a separate cause of action for breach of good faith and fair dealing. Consequently, Count IV of Plaintiff's Complaint should be dismissed.

E. Count V (Breach of Fiduciary Duty), Count VI (Civil Theft) and Count VII (Fraud) Are Barred by the Economic Loss Rule

29. "The economic loss rule is a judicially created doctrine that sets forth the circumstances under which a tort action is prohibited if the only damages suffered are economic losses." *Indemnity Ins. Co. of N. Am. v. Am. Aviation, Inc.*, 891 So. 2d 532, 536 (Fla. 2004); *U.S. Fire Ins. Co. v. J.S.U.B., Inc.*, 979 So. 2d 871 (Fla. 2007) (noting that "the economic loss doctrine determines what cause of action is available to recover economic losses-tort or contract").

30. Specifically, the economic loss doctrine applies where "the parties are in contractual privity and one party seeks to recover damages in tort ***for matters arising from the contract.***" *Indemnity Ins. Co. of N. Am.*, 891 So. 2d at 536 (emphasis added). The purpose of the doctrine is to "protect the integrity of contract," and to prevent contract law from "drown[ing] in a sea of tort." *Id.* at 537-38, 544.

31. The doctrine is designed to "prevent parties to a contract from circumventing the allocation of losses set forth in the contract by bringing an action for economic loss in tort." *Id.* at 536. In other words, "[n]o cause of action in tort can arise from a breach of a duty ***existing by***

virtue of a contract." *Weimar v. Yacht Club Point Estates, Inc.*, 223 So. 2d 100, 103 (Fla. 4th DCA 1969) (emphasis added). The economic loss rule provides that "without some conduct resulting in personal injury or property damage, there can be no independent tort flowing from a contractual breach which would justify a tort claim solely for economic losses." *HTP, Ltd. v. Lineas Aereas Costarricenses, S.A.*, 685 So. 2d 1238, 1239 (Fla. 1996).

32. Simply stated, "a cause of action for breach of fiduciary duty will not lie where the claim of breach is dependent upon the existence of a contractual relationship between the parties." *Detwiler v. Bank of Central Florida*, 736 So. 2d 757, 759 (Fla. 5th DCA 1999).

33. Count V (Breach of Fiduciary Duty) and Count VII (Fraud) of Plaintiff's Complaint are barred by the economic loss rule because Plaintiff cites ***the exact same allegations of fact in support of his breach of oral contract claim.***

34. Specifically, Plaintiff alleges in Count V that he "trusted Defendants to make proper, accurate and complete calculations, as Plaintiff had done, and to pay Plaintiff accordingly." Complaint at ¶ 43.[5] In Count VII at paragraph 58, Plaintiff incorporates the same allegations asserted in his breach of fiduciary duty claim into his fraud claim. Nearly identical allegations are cited in support of Plaintiff's breach of oral contract claim. *See* Complaint at ¶¶ 34-36. Thus, Plaintiff's breach of fiduciary duty and fraud claims arise out of the ***same conduct*** that constitutes the purported breach the alleged oral contract. As such, Counts V and VII are barred by the economic loss rule and should be dismissed.

35. Moreover, "[m]isrepresentations relating to the breaching party's performance of a contract do not give rise to an independent cause of action in tort, because such misrepresentations are interwoven and indistinct from the heart of the contractual agreement."

[5] The numbered paragraphs of Count V of the Complaint are improperly numbered and contain paragraph numbers that are duplicative of the numbered paragraphs of Count IV.

Hotels of Key Largo, Inc. v. RHI Hotels, Inc., 694 So. 2d 74 (Fla. 3d DCA 1997) (Hotel franchisee's claim of fraud against franchisor barred by economic loss doctrine where defendant alleged to have failed to perform contract). Here, Plaintiff's fraud claim clearly relates to the purported failure of the Defendants to perform the alleged contract. *See* Complaint at ¶¶54-58. Indeed, as noted above, Plaintiff's prayer for his fraud claim reveals that this claim is really a breach of contract claim in sheep's clothing, providing "WHEREFORE, Plaintiff prays for judgment . . . for the full amount of moneys due to Plaintiff ***under the terms of their contract,***...."

36. Finally, the economic loss rule applies to statutory causes of action, which are characterized as statutory torts. *Sarkis v. Pafford Oil Co., Inc.*, 697 So. 2d 524, 527 (Fla. 1st DCA 1997) (Civil theft claim barred by economic loss rule). *See also Gambolati v. Sarkisian*, 622 So. 2d 47 (Fla. 4th DCA 1993) and *Gilman Yacht Sales v. First National Bank of Chicago*, 600 So. 2d 1131 (Fla. 4th DCA 1992). Accordingly, Plaintiff's civil theft claim is barred by the economic loss rule and must be dismissed.

F. Counts V (Breach of Fiduciary Duty) and VII (Fraud) Should be Dismissed Because Plaintiff's Alleged Damages, if Any, Result from the Breach of a Purported Contract Rather than From Fraud

37. Additionally, the damages Plaintiff seeks in Counts V and VII are contractual damages -- "the full amount of moneys due to Plaintiff under the terms of their contract." *See* WHEREFORE clause following paragraph 47 of the Complaint and WHEREFORE clause following paragraph 58. "[N]o cause of action for fraud exists unless there is damage *due to fraud* that is separate from damages that may result from any subsequent contractual breach." *La Pesca Grande Charters, Inc. v. Moran*, 704 So. 2d 710 (Fla. 5th DCA 1998) (emphasis in

original). Here, at most, any damage to Plaintiff, which Defendants deny, stems from the purported breach of the alleged contract. Accordingly, Counts V and VII should be dismissed.

G. Count V (Breach of Fiduciary Duty) Should Be Dismissed Because Plaintiff Has Failed to State a Cause of Action

38. Although Count V fails to specify which of the four (4) Defendants Plaintiff is suing for breach of fiduciary duty and demands judgment against "Plaintiffs" -- all of which is further evidence of the highly confusing, vague and ambiguous nature of Plaintiff's Complaint -- Count V should also be dismissed because it fails to state a cause of action for breach of fiduciary duty.

39. To state a claim for breach of fiduciary duty, Plaintiff must plead, and allege ultimate supporting facts demonstrating, the following elements: (1) Plaintiff and Defendants share a relationship whereby: (a) Plaintiff reposes trust and confidence in Defendants, and (b) Defendants undertake such trust and assume a duty to advise, counsel and/or protect Plaintiff; (2) Defendants breach their duties to Plaintiff; and (3) Plaintiff suffers damages. *Taylor Woodrow Homes Florida, Inc. v. 4/46-A Corp.*, 850 So. 2d 536, 540-541 (Fla. 5th DCA 2003).

40. To the extent Plaintiff is asserting Count V against the Corporate Defendants, Plaintiff has wholly failed to allege any of the requisite elements for a breach of fiduciary duty claim and, therefore, Count V should be dismissed as against AIM and LIC. Moreover, an employer does not owe a general fiduciary duty to its employees. *See, e.g., Eden v. St. Luke's-Roosevelt Hosp. Ctr.*, 96 AD.3d 614 (N.Y. App. Div. 2012) ("Neither an agreement by an employer to share profits with an employee as compensation for the latter's services nor a contract 'of mere hiring and providing for compensation in a particular manner supposedly

tending to induce greater energy and faithfulness on the part of the employee' creates a fiduciary relationship between the employer and employee.") (internal citations omitted).

41. To the extent Plaintiff seeks to assert Count V against Ted, Plaintiff's Complaint fails to allege how Ted, a minority shareholder of the Corporate Defendants, owed any duty to Plaintiff. Plaintiff cannot plead a viable fiduciary relationship by merely alleging a bestowal of trust and confidence in Ted. "A party must allege some degree of dependency on one side and some degree of undertaking on the other side to advise, counsel, and ***protect the weaker party***." *Watkins v. NCNB Nat'l Bank of Fla., N.A.*, 622 So. 2d 1063, 1065 (Fla. 3d DCA 1993) (emphasis added).

42. Plaintiff does not -- and cannot allege -- that he was the "weaker party" in his relationship with Ted because Plaintiff admits that he was a sophisticated, knowledgeable and highly regarded business person in the insurance industry. *See* Complaint at ¶ 8. The only affiliation between Plaintiff and Ted, besides being in an alleged "social relationship",[6] was that of business associates, which is in and of itself insufficient to support a fiduciary duty claim. *See Orlinsky v. Patraka*, 971 So. 2d 796, 800 (Fla. 3d DCA 2007) ("the only relation between Orlinsky and Patraka, besides being brothers-in-law, was that of business associates. Patraka has not cited any case where a general fiduciary duty has been found in the context of two business associates.").

43. Here, because Ted did not owe a fiduciary duty to Plaintiff, Count V of Plaintiff's Complaint must be dismissed.

[6] Complaint at Count V, ¶ 42.

H. Count VI (Civil Theft) Should Be Dismissed Because Plaintiff Has Failed to State a Cause of Action

44. In Florida, civil theft is a statutory form of conversion. *Sarkis v. Pafford Oil Co.*, 697 So. 2d 524, 528 (1st DCA 1997). In order to state a claim for civil theft, a complaint must allege that the defendant knowingly obtained or used, or endeavored to obtain or to use the plaintiff's property with the intent to temporarily or permanently deprive the plaintiff of a right to property or a benefit from the property; or the defendant appropriated the plaintiff's property for use by the defendant or another person who does not have a right to use the property. *See Palmer v. Gotta Have It Golf Collectibles, Inc.*, 106 F. Supp. 2d 1289, 1303 (S.D. Fla. 2000) (interpreting Florida's civil theft statute). "Further, it is necessary to show not only that defendant obtained or endeavored to obtain the plaintiff's property, but that he did so with felonious intent to commit theft." *Id.* (internal quotations omitted).

45. The Fourth District Court of Appeal has held that where the property at issue is also the subject of a contract -- as is the case here -- there must be an intricate sophisticated scheme of deceit and theft to maintain a separate count for civil theft. *Gersh v. Coffman*, 769 So. 2d 407, 409 (Fla. 4th DCA 2000). Plaintiff's complaint is devoid of any allegations detailing or even suggesting a "sophisticated scheme of deceit and theft". Accordingly, Count VI should be dismissed.

46. Further, in order to maintain a claim for civil theft, the property that is alleged to have been converted must consist of specific money capable of identification. *Belford Trucking Co. v. Zagar*, 243 So. 2d 646, 648 (Fla. 4th DCA 1970). Additionally, "[a] debt which may be discharged by the payment of money in general cannot form the basis for conversion." *Gambolati v. Sarkisian* 622 So. 2d 47, 50 (Fla. 4th DCA 1993). Here, Plaintiff alleges generally

that he did not receive certain compensation rather than an entitlement to ***specific*** dollars capable of identification. Indeed, in the Complaint, Plaintiff admits he received his salary for 2007. *See* Complaint at ¶ 18. Thus, the only other period within the five year statute of limitations, per Florida Statute § 772.11, would be in 2008 -- the period in which he claims he had a contract to be paid a salary of $1 million plus his proportionate interest in any profits. *See* Complaint at ¶ 21. By its very terms, the alleged contract does not relate to ***specific*** funds capable of identification as required under Florida law to state a viable claim for civil theft. *Mazza v. Rose Media Group, Inc.*, 937 So. 2d 307, 310 (Fla. 4th DCA 2006). Accordingly, Count VI should be dismissed.[7]

I. Count VII (Fraud) Must be Dismissed Because Plaintiff Fails to Properly Plead the Required Elements to State a Claim for Fraud

47. To state a claim for fraud, a pleader must allege "[a] false representation of a material fact, made with knowledge of its falsity, to a person ignorant thereof, with intention that it shall be acted upon, followed by reliance upon and by action thereon amounting to ***substantial change of position***, is a fraud of which the law will take cognizance." *Biscayne Boulevard Properties, Inc. v. Graham*, 65 So. 2d 858 (Fla. 1953) (emphasis added). "For fraud and deceit to be actionable, there must have been a false representation of a material fact made for the purpose of inducing *another to change position, which change in position was occasioned by reliance on the false representation* to the damage of the one to whom the representation was made." *Goodman v. Strassburg*, 139 So. 2d 163 (Fla. 3d DCA 1962)(emphasis added). Here, although Plaintiff alleges he relied upon "false statements and the withholdding of material

[7] Inasmuch as Plaintiff's civil theft claim is nothing more than a breach of contract claim, Plaintiff's civil theft claim is not viable. As such, Defendants are entitled, as a matter of law, to their attorneys' fees under Florida Statutes § 772.11 and § 812.035(7).

information", he fails to allege that he has changed his position in any way. *See* Complaint at ¶ 57. As a result, Count VII should be dismissed.

48. Further, Count VII should be dismissed for the additional reason that Plaintiff has failed to plead fraud with particularity, as required by Fla. R. Civ. P. 1.120(b). "The factual basis for a claim of fraud must be pled with particularity and must specifically identify misrepresentations or omissions of fact, as well as time, place or manner in which they were made." *Cedars Healthcare Group, Ltd. v. Mehta*, 16 So. 3d 914, 917 (Fla. 3d DCA 2009).

49. Here, Plaintiff fails to allege with particularity the who, what, when and how underlying his purported fraud claim. Instead, Plaintiff lumps all four (4) Defendants together and summarily alleges that Defendants "made false statements to him and withheld information from him." *See* Complaint at ¶ 54. There is no allegation with any particularity as to the substance of any false statement(s) or the time frame or the context in which any alleged statement(s) were made or omitted when there was a duty to speak.

50. Plaintiff's vague allegations regarding purported false statements and withheld information falls short of the heightened fraud pleading requirements under Rule 1.120(b) and is insufficient to support a claim for fraud.

J. Count VIII (Equitable Lien) and Count X (Constructive Trust) Should Be Dismissed For Failure to State a Cause of Action

51. In paragraphs 60 and 61 of Count VIII and paragraph 67 of Count X, Plaintiff alleges he was entitled to a share of "commissions received by Defendants." However, in paragraph 21, as reincorporated in Count VIII by paragraph 59 and paragraph 66 in Count X, Plaintiff alleges his compensation changed in "early 2008" and he was no longer entitled to a

share of any commissions.[8] Thus, Counts VIII and X are internally inconsistent, rendering Counts VIII and X subject to dismissal. *See Peacock v. General Motors Acceptance Corp.*, 432 So. 2d 142, 146 (Fla. 1st DCA 1983) ("contradictory allegations within a single count neutralize each other and render the count insufficient on its face", even where they are "incorporated in that count" from a prior count of the complaint).

52. Even assuming Plaintiff's allegations were not inconsistent and self-defeating, Plaintiff has failed to properly plead the elements required for the imposition of an equitable lien. Under Florida law, "the basis of equitable liens may be estoppel or unjust enrichment." *Golden v. Woodward*, 15 So.3d 664 (Fla. 1st DCA 2009). In Count VIII, Plaintiff appears to be proceeding under a theory of unjust enrichment, however, Plaintiff has failed to properly plead the elements of an unjust enrichment claim to support an equitable lien claim.[9] Instead, Plaintiff merely alleges an equitable lien should be imposed "out of general considerations of right and justice as applied to the relations of the parties and the circumstances of their dealings." *See* Complaint at ¶ 61.

53. Further, Plaintiff has failed to properly state a claim for the imposition of a constructive trust.[10] A constructive trust may be imposed only where there is a wrongful taking of the property of another. *Finkelstein v. Southeast Bank, N.A.*, 490 So. 2d 976, 984 (Fla. 4th DCA 1986). To establish a claim for the imposition of a constructive trust, a plaintiff must

[8] As discussed above, the statute of limitations prevents Plaintiff from seeking an equitable lien over commissions purportedly due and payable to him prior to "early 2008", when his compensation allegedly changed.

[9] The elements of a claim for unjust enrichment are: "(1) plaintiff has conferred a benefit on the defendant, who has knowledge thereof; (2) defendant voluntarily accepts and retains the benefit conferred; and (3) the circumstances are such that it would be inequitable for the defendant to retain the benefit without paying the value thereof to the plaintiff." *Hillman Const. Corp. V. Wainer*, 636 So. 2d 576, 577 (Fla. 4th DCA 1994).

[10] Plaintiff's allegations in Count VIII (Equitable Lien) and IX Constructive Trust are virtually indistinguishable. While Plaintiff's Complaint fails to identify which of the four (4) Defendants Plaintiff is suing in Counts VIII and X and prays for judgment against "Plaintiffs" in the WHEREFORE clause to both counts, Plaintiff's Equitable Lien and Constructive Trust claims are subject to dismissal at least against Defendant Ted, individually, for the reasons set forth in III.B. *supra.*

prove: "(1) a promise, express or implied; (2) a transfer of the property and reliance thereon; (3) a confidential relationship; and (4) unjust enrichment." *Abreu v. Amaro*, 534 So. 2d 771, 772 (Fla. 3d DCA 1988).

54. Here, Plaintiff was never the legal holder of the property for which he seeks to have the Court impose a constructive trust, thereby subjecting Count X to dismissal. At most, Plaintiff was entitled to a percentage of the commissions, well prior to his compensation allegedly changing in "early 2008" and the running of the statute of limitations. *See* Complaint at ¶ 21. Plaintiff's allegations admit that Plaintiff never owned the commissions he now claims he is entitled to have a constructive trust placed over.[11] Thus, Plaintiff's claim for imposition of a constructive trust should be dismissed.

55. Moreover, to obtain a constructive trust, the *res* over which the trust is sought must be specifically identifiable property. *Trend Setter Villas of Deercreek v. Villas on the Green, Inc.*, 569 So. 2d 766, 768 (Fla. 4th DCA 1990). Here, Plaintiff alleges generally that he did not receive certain compensation rather than an entitlement to ***specific*** dollars capable of identification. Plaintiff's allegations admit that he was entitled to payment generally, rather than to receive specific dollars. Thus, Plaintiff cannot state a viable claim for the imposition of a constructive trust. Accordingly, Count X should be dismissed.

K. Counts VIII (Equitable Lien) and IX (Contract Implied in Law) Should be Dismissed for Failure to State a Cause of Action

56. In pleading an unjust enrichment claim, where an express contract exists, a claim for unjust enrichment will fail.[12] Similarly, where an express contract exists, a claim for an

[11] Once again, it is insufficient for Plaintiff to broadly lump the Defendants together as he does throughout Count X. Plaintiff fails to allege to which of the Defendants he purportedly transferred any property.

[12] Among the elements required for pleading a claim for unjust enrichment is that the plaintiff "conferred a benefit upon the defendant, who has knowledge thereof." *Hillman* 636 So. 2d at 577. Here, Plaintiff broadly alleges he

equitable lien premised upon allegations of unjust enrichment must also fail. *Diamond "S" Development Corp. v. Mercantile Bank*, 989 So. 2d 696 (Fla. 1st DCA 2008). Here, paragraph 59 of Count VIII reincorporates the allegations of paragraph 21, which allege an express contract. Similarly, paragraph 62 of Count IX reincorporates the allegations of paragraph 21.[13] Thus, Plaintiff's Counts VIII and IX must be dismissed.

L. Count XI (Indemnification) Should Be Dismissed As Premature and For Failure to State a Cause of Action

57. In Count X, Plaintiff seeks indemnification from Defendants from ***potential future claims*** by insurance companies which may seek a refund of commissions allegedly paid to Plaintiff. Although it is unclear as to whether Count XI is a claim for common law indemnification or statutory indemnification, Count XI is premature under either theory of recovery and, therefore, should be dismissed.

58. "In order for a common law indemnity claim to stand, a two-pronged test must be satisfied: (1) the indemnitee must be faultless and (2) the indemnitee's liability must be solely vicarious for the wrongdoing of another." *Zeiger Crane Rentals, Inc. v. Double A Indus., Inc.*, 16 So. 3d 907, 911 (Fla. 4th DCA 2009) (citing *Gen. Portland Land Dev. Co. v. Stevens*, 395 So. 2d 1296, 1299 (Fla. 4th DCA 1981)). A common law indemnity claim is ***premature*** if a judgment has not been entered. *Mellish Enters., Inc. v. Weatherford Int'l, Inc.*, 678 So. 2d 913,

conferred upon Defendants the benefit of "possessing and controlling the paperwork revealing commissions received and by agreeing that Defendants would assume the function of calculating amounts due the parties...." However, in paragraph 62, Plaintiff incorporates paragraph 6 into Count IX. Paragraph 6 alleges, in relevant part, that Ted and Simon "both own and control all of the corporate Defendants." Taking this allegation regarding the ownership and control of the Corporate Defendants as true for the purposes of this motion, as the shareholder/managing members of the Corporate Defendants, Ted (and Simon) were undoubtedly entitled to "possess and control the paperwork of the Corporate Defendants" and to "calculat[e] the amounts due the parties." Plaintiff's suggestion that he somehow broadly conferred a benefit upon ***all*** the Defendants, particularly Ted, turns the rights and benefits of corporate ownership on its head and ignores corporate law. Accordingly, because Plaintiff has not conferred a benefit upon the Defendants, collectively, or individually, Count IX should be dismissed.

[13] While Plaintiff seeks judgment against all of the Defendants in Count IX, Plaintiff's Contract Implied In Law claim is subject to dismissal against Ted individually for the reasons set forth in III.B. *supra*.

914 (Fla. 4th DCA. 1996) ("The entry of a judgment provides the prerequisite for an indemnification action, not payment of the judgment.") (citing *Flagship Nat'l Bank v. Gray Distrib. Sys., Inc.*, 485 So. 2d 1336, 1342 (Fla. 3d DCA 1986)).

59. Here, assuming that Count XI is a common law indemnification claim, the claim is premature and subject to dismissal because a judgment has not been entered against Plaintiff, nor has Plaintiff made such an allegation.

60. Similarly, statutory indemnification, which is governed by Section 607.0850(3), Florida Statutes, states:

> To the extent that a director, officer, employee, or agent of a corporation has ***been successful on the merits or otherwise in defense of any proceeding*** referred to in subsection (1) or subsection (2), or in defense of any claim, issue, or matter therein, ***he or she shall be indemnified against expenses actually and reasonably incurred by him or her in connection therewith.***

(emphasis added).

61. Plaintiff is currently not "a party to any proceeding" as required in subsections (1) and (2) of the statute, nor is Plaintiff currently defending a proceeding which may result indemnification under subsection (3). Accordingly, Count XI should be dismissed as premature.

62. Further, with respect to Defendant Ted, Plaintiff has failed to allege how Ted could be personally liable to indemnify Plaintiff. Plaintiff does not allege that he entered into any contract or agreement whereby Ted agreed to indemnify and hold Plaintiff harmless. Moreover, to the extent Count XI is a claim for statutory indemnification, such a claim would not cover Defendant Ted, a mere shareholder/officer of the Corporate Defendants.

IV. ALTERNATIVE MOTION FOR MORE DEFINITE STATEMENT

63. In the event the Court is not inclined to grant any portion of Defendants' Motion to Dismiss, Defendants Ted, LIC and AIM move for a more definite statement.

64. Florida R. Civ. P. 1.140(e) provides that "[i]f a pleading . . . is so vague or ambiguous that a party cannot reasonably be required to frame a responsive pleading, that party may move for a more definite statement before interposing a responsive pleading." *See also Conklin v. Bpyd*, 189 So. 2d 401, 403 (Fla. 1st DCA 1996) (holding that the "function of a motion for a more definite statement is to require that a vague, indefinite or ambiguous pleading be so amended so as to enable the party required to respond thereto, to intelligently discern the issues to be litigated and to properly frame its answer or reply.").

65. As set forth above, Plaintiff's Complaint is so vague, confusing, contradictory and meandering that it is virtually impossible to prepare a response to the allegations.

66. Among other things, Plaintiff lumps all four (4) Defendants -- which are separate and distinct individuals and legal entities -- together in his allegations, essentially alleging that everyone did everything. This type of pleading makes it virtually impossible for each of the Defendants to frame an appropriate response. Plaintiff's improper grouping of all of the Defendants in this action fails to distinguish each Defendant's particular conduct, fails to put each Defendant on adequate notice of the claims asserted against them and thereby fails to meet basic pleading requirements.

67. Moreover, Plaintiff fails to allege the which of the Corporate Defendants were parties to the purported oral contract(s) which serve the basis for Plaintiff's suit. In fact, it is unclear from the Complaint whether Plaintiff contends that multiple alleged oral contracts were

entered into. Plaintiff also fails to outline the material terms of the alleged oral contract(s) and fails to allege when the purported breach(es) occurred.

68. At the very least, Plaintiff should be required to provide a more definite statement of his allegations against each specific Defendant and a more definite statement regarding the parties and terms of the alleged oral contract(s) upon which this action is purportedly based.

WHEREFORE, Defendants, TED S. BERNSTEIN, LIC HOLDINGS, INC., and ARBITRAGE INTERNATIONAL MANAGEMENT, L.L.C., f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, L.L.C., respectfully request entry of an Order: (i) granting this Motion and dismissing Plaintiff's Complaint in its entirety; (ii) awarding Defendants' their reasonable attorneys' fees and costs pursuant to Fla. Stat. §§ 772.11 and 812.035(7); (iii) or, in the alternative, requiring Plaintiff file a more definite statement as to any count not dismissed, and (iv) for such other relief as this Court deems just and proper.

Dated this 1st day of October, 2012.

GREENBERG TRAURIG, P.A.
401 East Las Olas Boulevard, Suite 2000
Fort Lauderdale, Florida 33301
Telephone: (954) 765-0500
Facsimile: (954) 765-1477

By: _____
JON L. SWERGOLD
Florida Bar No. 0108510
swergoldj@gtlaw.com
KRISTINA L. ARNSDORFF
Florida Bar No. 0040596
arnsdorffk@gtlaw.com

Attorneys for Defendants

CASE NO: 502012CA013 933XXXXMB AA

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via e-mail upon: **Peter M. Feaman, Esq.** and **Kenneth D. Stern, Esq.**, pfeaman@feamanlaw.com, kdstern@gmail.com, 3615 W. Boynton Beach Blvd., Boynton Beach, FL 33436, on this 1st day of October, 2012.

KRISTINA L. ARNSDORFF

IN THE CIRCUIT COURT OF THE FIFTEENTH
JUDICIAL CIRCUIT OF FLORIDA, IN AND FOR
PALM BEACH COUNTY, FLORIDA

CASE NO.: 50 2012CA013933 XXXX(MB) (AA)

WILLIAM E. STANSBURY, an individual,

Plaintiff,

v.

TED S. BERNSTEIN, an individual, **SIMON L. BERNSTEIN**, an individual, **LIC HOLDINGS, INC.**, a Florida Corporation, **ARBITRAGE INTERNATIONAL MARKETING, LLC**, a Florida Corporation f/k/a **ARBITRAGE INTERNATIONAL HOLDINGS, LLC.**,

Defendants.

NOTICE OF SERVING GREENBERG TRAURIG, P.A.'S MOTION FOR LEAVE TO WITHDRAW

Greenberg Traurig, P.A., by its undersigned counsel, hereby serves it's Motion for Leave to Withdraw.

Respectfully Submitted,

GREENBERG TRAURIG, P.A.
401 East Las Olas Boulevard
Suite 2000
Ft. Lauderdale, Florida 33301
Telephone: (954) 768-5201
Telefax: (954) 765-1477

By: _____
JON L. SWERGOLD
Florida Bar No. 108510

Attorneys for Ted S. Bernstein, LIC Holdings, Inc. and Arbitrage International Marketing, LLC f/k/a Arbitrage International Holdings, LLC

FTL 109132507v1 071433.010400

CASE NO.: 50 2012CA013933 XXXX(MB) (AA)

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that a true and correct copy of the foregoing has been sent via e-mail to:

Peter M. Feaman, Esq.
Kenneth D. Stern, Esq.
3615 W. Boynton Beach Blvd.
Boynton Beach, FL 33436
service@feamanlaw.com; mkoskey@feamanlaw.com

Mark R. Manceri, Esq.
Mark R. Manceri, P.A.
2929 E. Commercial Blvd., Ste. 702
Fort Lauderdale, FL 33308
mrmlaw@comcast.net; mrmlaw1@gmail.com

Ted S. Bernstein
LIC Holdings, Inc.
Arbitrage International Marketing, LLC
950 Peninsula Corporate Circle
Suite 3010
Boca Raton, FL 33487

on this 15th day of March, 2013.

JON L. SWERGOLD

FTL 109132507v1 071433.010400

IN THE CIRCUIT COURT OF THE FIFTEENTH
JUDICIAL CIRCUIT OF FLORIDA, IN AND FOR
PALM BEACH COUNTY, FLORIDA

CASE NO.: 50 2012CA013933 XXXX(NB) (AA)

WILLIAM E. STANSBURY, an individual,

Plaintiff,

v.

TED S. BERNSTEIN, an individual,
SIMON L. BERNSTEIN, an individual,
LIC HOLDINGS, INC., a Florida
Corporation, **ARBITRAGE**
INTERNATIONAL MARKETING, LLC, a
Florida Corporation f/k/a **ARBITRAGE**
INTERNATIONAL HOLDINGS, LLC.,

Defendants.

GREENBERG TRAURIG, P.A.'S MOTION FOR LEAVE TO WITHDRAW

Greenberg Traurig, P.A. ("GT") respectfully moves for leave to withdraw as counsel for Defendants Ted S. Bernstein, LIC Holdings, Inc. and Arbitrage International Marketing, LLC f/k/a Arbitrage International Holdings, LLC (the "Defendants") and in support of its motion, GT states as follows:

1. GT has served as counsel for the Defendants in this case.

2. However, irreconcilable conflicts have arisen between GT and the Defendants, which preclude GT from effectively representing the Defendants.

3. GT has attempted to resolve the conflict and has notified the Defendants of its intention to withdraw from the representation if the conflict could not be resolved.

4. Unfortunately, GT has been unable to resolve the conflict.

Greenberg Traurig, P.A. ▪ Attorneys at Law ▪ 401 East Las Olas Boulevard ▪ Suite 2000 ▪ Fort Lauderdale, FL 33301 ▪ Tel 954.765.0500 ▪ Fax 954.765.1477 ▪ www.gtlaw.com

WHEREFORE, GT respectfully requests leave to withdraw as counsel of record for the Defendants in this matter, to be relieved of all further responsibility in this matter and for such other and further relief the Court deems just and proper.

Respectfully Submitted,

GREENBERG TRAURIG, P.A.
401 East Las Olas Boulevard
Suite 2000
Ft. Lauderdale, Florida 33301
Telephone: (954) 768-5201
Telefax: (954) 765-1477

By: _____
JON L. SWERGOLD
Florida Bar No. 108510

Attorneys for Ted S. Bernstein, LIC Holdings, Inc. and Arbitrage International Marketing, LLC f/k/a Arbitrage International Holdings, LLC

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that a true and correct copy of the has been sent via e-mail to:

Peter M. Feaman, Esq.(pfeaman@feamanlaw.com),
Kenneth D. Stern, Esq. (kdstern@gmail.com),
3615 W. Boynton Beach Blvd.
Boynton Beach, FL 33436

Ted S. Bernstein
LIC Holdings, Inc.
Arbitrage International Marketing, LLC
950 Peninsula Corporate Circle
Suite 3010
Boca Raton, FL 33487

on this 14th day of March, 2013.

_____
JON L. SWERGOLD

FTL 109102998v1 141289.010100

IN THE CIRCUIT COURT OF THE FIFTEENTH
JUDICIAL CIRCUIT OF FLORIDA, IN AND FOR
PALM BEACH COUNTY, FLORIDA

CASE NO.: 50 2012CA013933 XXXX(NB) (AA)

WILLIAM E. STANSBURY, an individual,

Plaintiff,

v.

TED S. BERNSTEIN, an individual,
SIMON L. BERNSTEIN, an individual,
LIC HOLDINGS, INC., a Florida
Corporation, **ARBITRAGE**
INTERNATIONAL MARKETING, LLC, a
Florida Corporation f/k/a **ARBITRAGE**
INTERNATIONAL HOLDINGS, LLC.,

Defendants.

ORDER ON GREENBERG TRAURIG, P.A.'S
MOTION FOR LEAVE TO WITHDRAW AND DIRECTING
CLERK TO UPDATE FILE WITH NEW CONTACT INFORMATION

THIS CAUSE having come before the Court on Greenberg Traurig's Motion for Leave to Withdraw (the "Motion) as counsel for Defendants Ted S. Bernstein, LIC Holdings, Inc. and Arbitrage International Marketing, LLC f/k/a Arbitrage International Holdings, LLC (the "Defendants"), and the Court having reviewed the motion, heard argument, and being otherwise fully advised in the premises, it is hereby

ORDERED AND ADJUDGED

1. That the Motion is GRANTED.

2. Greenberg Traurig, P.A. and its lawyers who have made an appearance on behalf of the Defendants, are hereby relieved of all further responsibility for the representation of Defendants Ted S. Bernstein, LIC Holdings, Inc. and Arbitrage International Marketing, LLC

f/k/a Arbitrage International Holdings, LLC in this case effective the date below.

3. The Clerk of the Court is hereby directed to remove the law firm of Greenberg Traurig, P.A., Jon L. Swergold, Esq. and Kristina L. Arnsdorff, Esq. (aka Krisitina L. Ciaffi, Esq.) as counsel of record for Defendants.

4. Until further notice, all pleadings and papers filed or served in this case shall be sent to the following address:

Ted S. Bernstein
LIC Holdings, Inc.
Arbitrage International Marketing, LLC
950 Peninsula Corporate Circle
Suite 3010
Boca Raton, FL 33487

5. Defendants shall have ____ days to obtain new counsel.

6. _____

_____

_____

DONE AND ORDERED in Chambers, Palm Beach County, this ____ day of _____ _____, 2013.

_____
GLENN D. KELLEY
CIRCUIT JUDGE

Copies furnished:

Jon L. Swergold, Esq.
Peter S. Feaman, Esq.
Ted S. Bernstein
LIC Holdings, Inc.
Arbitrage International Marketing, LLC

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,
Plaintiff,

CASE NO: **50 2012 CA 013933 MB AA**

v.

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN and as co-trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,
Defendants.
_____/

CPS1506
RA
2-25-13
9:24am

SUMMONS

THE STATE OF FLORIDA
To All and Singular the Sheriffs of said State:

TO: DONALD R. TESCHER or ROBERT L. SPALLINA
Personal Representative of the Estate of Simon L. Bernstein
Tescher and Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431

IMPORTANT

An Amended Complaint has been filed by the Plaintiff, WILLIAM E. STANSBURY, in the above-styled case. You have twenty (20) calendar days after this Summons is served on you to file a written response to the attached Amended Complaint with the Clerk of this Court. A phone call will not protect you. Your written response, including the case number given above and the names of the parties, must be filed if you want the Court to hear your side of the case. If you do not file your response on time, you may lose the case, and your wages, money, and property may thereafter be taken without further warning from the Court. There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may call an attorney referral service or a legal aid office (listed in the phone book).

If you choose to file a written response yourself, at the same time you file your written response to the Court you must also mail or take a copy of your written response to the Defendant's attorney named below.

PETER M. FEAMAN, ESQUIRE
PETER M. FEAMAN, P.A.
Attorney for Plaintiff, WILLIAM E. STANSBURY
3615 West Boynton Beach Boulevard
Boynton Beach, FL 33436
(561) 734-5552
Florida Bar No. 0260347

THE STATE OF FLORIDA: TO EACH SHERIFF OR AUTHORIZED PROCESS SERVER OF THE STATE OF FLORIDA:

You are commanded to serve this Summons and a copy of the Amended Complaint in this lawsuit on the above-named Defendant by serving it at the above-stated address.

DATED ON February _____, 2013.

SHARON R. BOCK
CLERK, PALM BEACH COUNTY

By:_____
Deputy Clerk

IMPORTANTE

Usted ha sido demandado legalmente. Tiene 20 Dias, contados a partir del recibo de esta notificacion, para contestar la demanda adjunta, por escrito, y presentarla ante este tribunal. Una llamada telefonica no lo protegera. Si usted desea que el tribunal considere su defensa, debe prasentar su respuesta por escrito, incluyendo el numero del caso y los nombres de las partes interesadas. Si usted no contesta la demanda a tiempo, pudiese perder el caso y podria ser despojado de sus ingresos y propiedades, o privado de sus derechos, sin previo aviso del tribunal. Existen otros requisitos legales. Si lo desea, puede usted consultar a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a una de las oficinas de asistencia legal que aparecen e+n la guia telefonica.

Si desea responder a la demanda por su cuenta, al mismo tiempo en que presenta su respuesta ante el tribunal, debera usted enviar por correo o entregar una copia de su respuesta a la persona denominada abajo como "Defendant's Attorney" (Demandante o Abogado del Demandante).

IMPORTANT

Des poursuites judiciares ont ete entreprises contre vous. Vous avez 20 jours consecutifs a partir de la date de l'assignation de cette citation pour deposer une reponse ecrite a la plainte ci-jointe aupres de ce tribunal. Un simple coup de telephone est insuffisant pour vous proteger. Vous

etes oblige de deposer votre reponse ecrite, avec mention du numero de dossier ci-dessus et du nom des parties nommees ici, si vous souhaitez que le tribunal entende votre cause. Si vous ne deposez pas votre reponse ecrite dans le relai requis, voua risquez de perdre la cause ainsi que votre salaire, votre argent, et vos biens peuvent etre saisis par la suite, sans aucun preavis ulterieur du tribunal. Il y a d'autres obligations juridiques et vous pouvez requerir les services immediats d'un avocat. Si vous ne connaisaez pas d'avocat, vous pourriez telephoner a un service de reference d'avocats ou a un bureau d'assistance juridique (figurant a l'annuaire de telephones).

Si vous choisissez de deposer vous-meme une reponse ecrit, il vous faudra egalement, en meme temps que cette formalite, faire parvenir ou expedier une copie de votre reponse ecrite au "Defendant's Attorney" (Plaignant ou a son avocat) nomme ci-dessous.

pre ako ki fet avek Americans With Disabilites Act, tout moun ki ginyin yun bezwen espesiyal pou akomodasiyon pou yo patisipe nan pwogram sa-a dwe, nan yun tan rezonab avan ninpot aranjman kapab fet, you dwe kontakte Administrative Office of the Court, telefon nan se oubyen 1-800-995-8771 (V) an pasan pa Florida Relay Service.

En accordance avec la Loi des "Americans With Disabilities." Les personnes en besoin d'une accommodation speciale pour participer a ces procedures doivent, dans un temps raisonable, avant d'entreprendre aucune autre demarche, contacter l'office administrative de la Court, le telephone (V) Via Florida Relay Service 1-800-995-8771 (TDD) or 1-800-995-8770 (V), via Florida Relay Service.

De acuerdo con el Acto o Decreto de los Americanos con Impedimentos Inhabilitados, personas en necesidad del servicio especial para participar en este procedimiento deberan, dentro de un tiempo razonable, antes de cualquier procedimiento, ponerse en contacto con la oficina Administrativa de la Corte, 1-800-955-8771 (TDD), 1-800-955-8770 (V) Via Florida Relay Service.

Robert Spallina

From: Robert Spallina
Sent: Monday, February 04, 2013 3:09 PM
To: 'Ted Bernstein'; Pam Simon; Lisa Friedstein; 'Jill Iantoni'; Christine Yates
Subject: Substitution of Estate/Objection to Claim

Update - Despite the fact that the hearing was canceled by Stansbury's attorney to substitute the Estate, we have no basis by which to challenge the substitution in the litigation. Based on the documents we received in the litigation and the Order the judge handed down on the Motion to Dismiss filed by the Companies, Ted and Si, the Judge gave Stansbury 20 days (until Feb 12) to amend the complaint on those counts that were denied without prejudice. In all likelihood an amended complaint will be filed but it may not include a substitution of the Estate at that time. If the hearing to substitute the Estate is rescheduled, we will not be making an appearance to challenge the substitution.

We are filing an objection to the Stansbury claim today. That will start the clock running on Stansbury and his lawyer having to substitute the estate in the litigation. If they don't bring an action within 30 days the claim will be barred.

Robert L. Spallina, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
E-mail: rspallina@tescherspallina.com

If you would like to learn more about TESCHER & SPALLINA, P.A., please visit our website at www.tescherspallina.com

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Mark Manceri
Qty for 2558

Robert Spallina

From: Christine Yates [cty@TrippScott.com]
Sent: Wednesday, February 06, 2013 6:02 AM
To: Robert Spallina
Subject: RE: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Your client

Robert, this is to confirm our call yesterday wherein I indicated to you that I do not represent Eliot Bernstein as my representation is limited to his three children. Therefore, please communicate directly with him on all his personal issues.

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Monday, February 04, 2013 11:34 AM
To: Christine Yates
Subject: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Your client

Christine - Your client needs to get control over his paranoia. Everything he does costs the estate more money and accomplishes nothing. My partner and I had a candid conversation with you about your client and his idiosyncrasies at the time you were engaged. He has turned this entire matter into a circus. Providing counsel to him means walking him off the ledge at certain times. This is one of those times. Please counsel him to go along with the planning that his father intended. Both Si and Shirley Bernstein are rolling around in their graves at this point.

Thank you

Robert L. Spallina, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
E-mail: rspallina@tescherspallina.com

If you would like to learn more about TESCHER & SPALLINA, P.A., please visit our website at www.tescherspallina.com

The information contained in this message is legally privileged and confidential information intended only for the use of the individual or entity named above. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. If you have received this communication in error, please immediately notify us by e-mail or telephone. Thank you.

CONFIDENTIALITY NOTE: The information contained in this transmission is privileged and confidential information intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this transmission in error, do not read it. Please immediately reply to the sender that you have received this communication in error and then delete it. Thank you.

CIRCULAR 230 NOTICE: To comply with U.S. Treasury Department and IRS regulations, we are required to advise you that, unless expressly stated otherwise, any U.S. federal tax advice contained in this e-mail, including attachments to this e-mail, is not intended or written to be used, and cannot be used, by any person for the purpose of (i) avoiding penalties under the U.S. Internal Revenue Code, or (ii) promoting, marketing or recommending to another party any transaction or matter addressed in this e-mail or attachment.

Robert Spallina

From: Jarvis, Joey [joey.jarvis@jpmorgan.com] on behalf of Prindle, Christopher R [christopher.r.prindle@jpmorgan.com]
Sent: Monday, February 04, 2013 4:35 PM
To: Robert Spallina
Subject: Bernstein - Follow Up

Hi Rob,

Pursuant to our conversation with Ted Bernstein, we will be initiating a transfer of $50,000 from the Bernstein Family Investment LLLP into the Shirley Bernstein Trust DDA. The transfer will be initiated Tuesday, February 5th with the expected completion on Wednesday, February 6th, based upon market settlement timeframes.

Let me know if you need anything further.

Christopher R. Prindle, CFA
Vice President
Investor
J.P. Morgan Private Banking
205 Royal Palm Way
Palm Beach, Florida 33480
561-838-4669 Direct
christopher.r.prindle@jpmorgan.com
nmls id: 837346

This email is confidential and subject to important disclaimers and conditions including on offers for the purchase or sale of securities, accuracy and completeness of information, viruses, confidentiality, legal privilege, and legal entity disclaimers, available at http://www.jpmorgan.com/pages/disclosures/email.

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,
Plaintiff,

CASE NO: **50 2012 CA 013933 MB AA**

v.

TED S. BERNSTEIN; SIMON BERNSTEIN; LIC HOLDINGS, INC.; and ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC.
Defendants.
_____/

NOTICE OF CANCELATION OF HEARING
(Motion Calendar)

PLEASE TAKE NOTICE that the undersigned attorney for Plaintiff, WILLIAM STANSBURY, has CANCELED the hearing in the following matter:

Matter: **[Plaintiff's] Motion for Substitution of Party**

Date: ~~**Monday**~~ **Thursday, January 31, 2013**
(original Notice contained a scrivener's error)

Time: **8:45 a.m.**

Place: **Honorable Glenn D. Kelley**
Courtroom 11A
Palm Beach County Circuit Court
205 No. Dixie Highway
West Palm Beach, FL 33401

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that the above and foregoing has been forwarded via e-mail service at swergoldj@gtlaw.com; arnsdorffk@gtlaw.com; steffesj@gtlaw.com; FLService@gtlaw.com to Jon Swergold, Esq., Greenberg Traurig, P.A., 401 East Las Olas Blvd., Suite 2000, Fort Lauderdale, FL 33301; and at rspallina@tescherspallina.com to Robert L. Spallina, Esq., *Counsel forDonald Tescher, Personal Representative of the Estate of Simon Bernstein,* Tescher & Spallina, P.A., 4855 Technology Way, Suite 720, Boca Raton, FL 33431 on this 30 day of January, 2013.

PETER M. FEAMAN, P.A.
3615 W. Boynton Beach Blvd.
Boynton Beach, FL 33436
Tel: 561-734-5552
Fax: 561-734-5554
pfeaman@feamanlaw.com

By: _____
Peter M. Feaman
Florida Bar No.: 0260347

Robert Spallina

From: Robert Spallina
Sent: Wednesday, January 30, 2013 12:44 PM
To: swergoldj@gtlaw.com
Cc: tbernstein@lifeinsuranceconcepts.com
Subject: Re: SERVICE OF COURT DOCUMENT - Case No.: 50 2012 CA 013933 MB AA

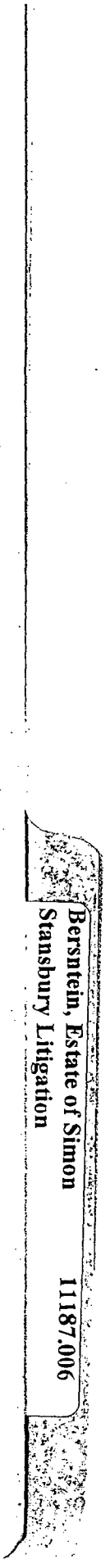
I thought the same thing. However there may be a reason that I can't disclose at this time.

Sent from my iPhone

On Jan 30, 2013, at 11:59 AM, "swergoldj@gtlaw.com" <swergoldj@gtlaw.com> wrote:

> Not sure I'd read too much into this, but it is interesting. They screwed up the hearing notice so I'm not surprised by the cancellation. What's odd is they are not resetting the hearing
>
> Jon L. Swergold
> Shareholder
> Greenberg Traurig, P.A.
> 401 East Las Olas Boulevard<x-apple-data-detectors://6/0>
> Suite 2000<x-apple-data-detectors://6/0>
> Fort Lauderdale, FL 33301<x-apple-data-detectors://6/0>
> Tel 954.768.5201<tel:954.768.5201>
> Fax 954.765.050<tel:954.765.0500>0
> Cell561-207-0919<tel:561-207-0919>
> swergoldj@gtlaw.com<mailto:swergoldj@gtlaw.com>
> www.gtlaw.com<http://www.gtlaw.com/>
> [Greenberg Traurig]
>
> Begin forwarded message:
>
> From: "Peter M. Feaman" <pfeaman@feamanlaw.com<mailto:pfeaman@feamanlaw.com>>
> Date: January 30, 2013, 11:27:00 AM EST
> To: Robert Spallina <rspallina@tescherspallina.com<mailto:rspallina@tescherspallina.com>>, Maryanne Koskey <mkoskey@feamanlaw.com<mailto:mkoskey@feamanlaw.com>>
> Cc: <swergoldj@gtlaw.com<mailto:swergoldj@gtlaw.com>>
> Subject: RE: SERVICE OF COURT DOCUMENT - Case No.: 50 2012 CA 013933 MB AA
>
> We are postponing the hearing so the hearing set for tomorrow Thursday is cancelled
>
>
> Peter M. Feaman
> Peter M. Feaman, P.A.
> 3615 West Boynton Beach Boulevard 7900 Glades Road, Suite 330
> Boynton Beach, FL 33436 Boca Raton, FL 33434
> Telephone: 561-734-5552 561-477-9000
> Facsimile: 561-734-5554
> www.feamanlaw.com<mailto:pfeaman@feamanlaw.com>
>
> Tax Advice Disclosure: To ensure compliance with requirements imposed by the IRS under Circular 230, we inform you that any U.S. federal tax advice contained in this communication (including any attachments), unless otherwise specifically stated, was not intended or written to be used, and cannot be used, for the purpose of (1) avoiding penalties under the

Internal Revenue Code or (2) promoting, marketing or recommending to another party any matters addressed herein.
> Confidentiality: The email message and any attachment to this email message may contain privileged and confidential information, intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, or copy of this communication is strictly prohibited. If you receive this communication in error, please immediately notify the sender by return email and delete this message.
>
>
>
>
>
>
>
> From: Robert Spallina [mailto:rspallina@tescherspallina.com]
> Sent: Wednesday, January 30, 2013 11:19 AM
> To: Maryanne Koskey
> Cc: Peter M. Feaman
> Subject: RE: SERVICE OF COURT DOCUMENT - Case No.: 50 2012 CA 013933 MB AA
>
> As discussed in our call yesterday, please confirm if the hearing was set for this Thursday given the ambiguity in the Notice. Thank you
>
> From: Maryanne Koskey [mailto:mkoskey@feamanlaw.com]
> Sent: Wednesday, January 23, 2013 3:01 PM
> To: swergoldj@gtlaw.com<mailto:swergoldj@gtlaw.com>; arnsdorffk@gtlaw.com<mailto:arnsdorffk@gtlaw.com>; steffesj@gtlaw.com<mailto:steffesj@gtlaw.com>; FLService@gtlaw.com<mailto:FLService@gtlaw.com>; Robert Spallina
> Subject: SERVICE OF COURT DOCUMENT - Case No.: 50 2012 CA 013933 MB AA
>
> Court: In the Circuit Court of the 15th Judicial Circuit in and for Palm Beach County, FL
>
> Case No.: 50 2012 CA 013933 MB AA
>
> Case Name: William Stansbury v. Bernstein et al
>
> Attachment: Notice of Hearing on Pltf's Motion for Substitution of Party
>
>
> Maryanne Koskey
> Legal Assistant to Peter M. Feaman
> PETER M. FEAMAN, P.A.
> Attorneys for William Stansbury
> 3615 W. Boynton Beach Blvd.
> Boynton Beach, FL 33436
> Tel: 561.734.5552
> Fax: 561.734.5554
> www.feamanlaw.com<http://www.feamanlaw.com>
>
>
> ----------
> If you are not an intended recipient of confidential and privileged information in this email, please delete it, notify us immediately at postmaster@gtlaw.com, and do not use or disseminate such information. Pursuant to IRS Circular 230, any tax advice in this email may not be used to avoid tax penalties or to promote, market or recommend any matter herein.


Bernstein, Estate of Simon
Stansbury Litigation
11187.006

Stansbury / Bernstein 9/20/

ST

2007 - 2,374,381 W-2
1,160,104 K-1 (1,142,282)

2008 - 184,530 K-1
452,145 W-2

Form **1120S**

Department of the Treasury
Internal Revenue Service

U.S. Income Tax Return for an S Corporation

▶ Do not file this form unless the corporation has filed or is attaching Form 2553 to elect to be an S corporation.

EXTENSION GRANTED TO 09/15/08

OMB No. 1545-0130

2007

For calendar year 2007, or tax year beginning , and ending

A S election effective date 09/01/2006	Use the IRS label. Otherwise, print or type. Name: LIC HOLDINGS INC	D Employer identification number 20-5290314
B Business activity code number (see instructions) 524290	Number, street, and room or suite no. If a P.O. box, see instructions. 950 PENINSULA CORP. CIR., SUITE 3010	E Date incorporated 09/01/2006
C Check if Sch. M-3 attached [X]	City or town, state, and ZIP code BOCA RATON, FL 33487	F Total assets (see instructions) $ 10,509,513.

G Is the corporation electing to be an S corporation beginning with this tax year? [ ] Yes [X] No If "Yes," attach Form 2553 if not already filed

H Check if: (1) [ ] Final return (2) [ ] Name change (3) [ ] Address change (4) [X] Amended return (5) [ ] S election termination or revocation

I Enter the number of shareholders in the corporation at end of the tax year ▶ 13

Caution: *Include* **only** *trade or business income and expenses on lines 1a through 21. See the instructions for more information.*

Income	1a	Gross receipts or sales 38,419,667. b Less returns and allowances c Bal ▶	1c	38,419,667.
	2	Cost of goods sold (Schedule A, line 8)	2	
	3	Gross profit. Subtract line 2 from line 1c	3	38,419,667.
	4	Net gain (loss) from Form 4797, Part II, line 17 *(attach Form 4797)*	4	<1,520.>
	5	Other income (loss) *(attach statement)* STATEMENT 1	5	58,945.
	6	**Total income (loss).** Add lines 3 through 5 ▶	6	38,477,092.
Deductions (See instructions for limitations)	7	Compensation of officers STATEMENT 2	7	5,498,526.
	8	Salaries and wages (less employment credits)	8	4,103,690.
	9	Repairs and maintenance	9	20,041.
	10	Bad debts	10	
	11	Rents	11	201,637.
	12	Taxes and licenses STATEMENT 3	12	167,695.
	13	Interest	13	118,560.
	14	Depreciation not claimed on Schedule A or elsewhere on return *(attach Form 4562)*	14	61,587.
	15	Depletion **(Do not deduct oil and gas depletion.)**	15	
	16	Advertising	16	106,971.
	17	Pension, profit-sharing, etc., plans	17	
	18	Employee benefit programs	18	20,350.
	19	Other deductions *(attach statement)* STATEMENT 4	19	16,576,999.
	20	**Total deductions.** Add lines 7 through 19 ▶	20	26,876,056.
	21	**Ordinary business income (loss).** Subtract line 20 from line 6	21	11,601,036.
Tax and Payments	22a	Excess net passive income or LIFO recapture tax *(see instructions)* 22a		
	b	Tax from Schedule D (Form 1120S) 22b		
	c	Add lines 22a and 22b	22c	
	23a	2007 estimated tax payments and 2006 overpayment credited to 2007 23a		
	b	Tax deposited with Form 7004 23b		
	c	Credit for federal tax paid on fuels *(attach Form 4136)* 23c		
	d	Add lines 23a through 23c	23d	
	24	Estimated tax penalty (see instructions). Check if Form 2220 is attached ▶ [ ]	24	
	25	**Amount owed.** If line 23d is smaller than the total of lines 22c and 24, enter amount owed	25	
	26	**Overpayment.** If line 23d is larger than the total of lines 22c and 24, enter amount overpaid	26	
	27	Enter amount from line 26 **Credited to 2008 estimated tax** ▶ **Refunded** ▶	27	

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Signature of officer | Date | Title

May the IRS discuss this return with the preparer shown below (see instr.)? [X] Yes [ ] No

Paid Preparer's Use Only

Preparer's signature ▶	Date	Check if self-employed [ ]	Preparer's SSN or PTIN P00127193
Firm's name (or yours if self-employed), address, and ZIP code ▶ GOLDSTEIN LEWIN & CO. 1675 N. MILITARY TRAIL, FIFTH FLOOR BOCA RATON, FL 33486		EIN 59-2147155	Phone no. (561)994-5050

LIC HOLDINGS INC 20-5290314

FORM 1120S OTHER INCOME STATEMENT 1

DESCRIPTION	AMOUNT
MISCELLANEOUS INCOME	58,945.
TOTAL TO FORM 1120S, PAGE 1, LINE 5	58,945.

FORM 1120S COMPENSATION OF OFFICERS STATEMENT 2

NAME OF OFFICER	SOCIAL SECURITY NUMBER	TIME DEVOTED TO BUSINESS	PCT OF STOCK	AMOUNT OF COMPENSATION
SIMON BERNSTEIN	371-32-5211		33.00%	404,199.
TED BERNSTEIN	319-64-1912		45.00%	2,719,935.
WILLIAM STANSBURY	212-54-9407		10.00%	2,374,392.
TOTAL COMPENSATION OF OFFICERS				5,498,526.
LESS: COMPENSATION CLAIMED ELSEWHERE				
EMPLOYMENT CREDIT REDUCTION				
TOTAL TO FORM 1120S, PAGE 1, LINE 7				5,498,526.

FORM 1120S TAXES AND LICENSES STATEMENT 3

DESCRIPTION	AMOUNT
TAXES- PAYROLL	164,314.
TAXES- PROPERTY	750.
LICENSES & PERMITS	2,165.
LICENSES & PERMITS	466.
TOTAL TO FORM 1120S, PAGE 1, LINE 12	167,695.

FORM 1120S OTHER DEDUCTIONS STATEMENT 4

DESCRIPTION	AMOUNT
ALARM & GUARD SERVICE	6,154.
AMORTIZATION EXPENSE	559.
AUTOMOBILE EXPENSE	18,152.
BANK SERVICE CHARGES	3,316.
COMMISSION EXPENSE	2,831,110.

Form **1120S**

Department of the Treasury
Internal Revenue Service (77)

U.S. Income Tax Return for an S Corporation

▶ Do not file this form unless the corporation has filed or is attaching Form 2553 to elect to be an S corporation.

EXTENSION GRANTED TO 09/15/09

OMB No. 1545-0130

2008

For calendar year 2008 or tax year beginning , and ending

A S election effective date: 09/01/2006	Use the IRS label. Otherwise, print or type. Name: LIC HOLDINGS INC	D Employer identification number: 20-5290314
B Business activity code number (see instructions): 524290	Number, street, and room or suite no. If a P.O. box, see instructions.: 950 PENINSULA CORP. CIR., SUITE 3010	E Date incorporated: 09/01/2006
C Check if Sch. M-3 attached [X]	City or town, state, and ZIP code: BOCA RATON, FL 33487	F Total assets (see instructions): $ 4,151,405.

G Is the corporation electing to be an S corporation beginning with this tax year? [ ] Yes [X] No If "Yes," attach Form 2553 if not already filed

H Check if: (1) [ ] Final return (2) [ ] Name change (3) [ ] Address change (4) [ ] Amended return (5) [ ] S election termination or revocation

I Enter the number of shareholders who were shareholders during any part of the tax year ▶ 13

Caution: *Include* **only** *trade or business income and expenses on lines 1a through 21. See the instructions for more information.*

Income	1 a	Gross receipts or sales: 39,421,306. b Less returns and allowances: c Bal ▶	1c	39,421,306.
	2	Cost of goods sold (Schedule A, line 8)	2	
	3	Gross profit. Subtract line 2 from line 1c	3	39,421,306.
	4	Net gain (loss) from Form 4797, Part II, line 17 *(attach Form 4797)*	4	
	5	Other income (loss) *(attach statement)* STATEMENT 1	5	150,154.
	6	**Total income (loss).** Add lines 3 through 5 ▶	6	39,571,460.
Deductions (See instructions for limitations)	7	Compensation of officers STATEMENT 2	7	9,402,142.
	8	Salaries and wages (less employment credits)	8	5,391,007.
	9	Repairs and maintenance	9	4,295.
	10	Bad debts	10	
	11	Rents	11	350,691.
	12	Taxes and licenses STATEMENT 3	12	505,672.
	13	Interest	13	22,222.
	14	Depreciation not claimed on Schedule A or elsewhere on return *(attach Form 4562)*	14	113,751.
	15	Depletion **(Do not deduct oil and gas depletion.)**	15	
	16	Advertising	16	194,719.
	17	Pension, profit-sharing, etc., plans	17	103,791.
	18	Employee benefit programs	18	
	19	Other deductions *(attach statement)* STATEMENT 4	19	21,637,874.
	20	**Total deductions.** Add lines 7 through 19 ▶	20	37,726,164.
	21	**Ordinary business income (loss).** Subtract line 20 from line 6	21	1,845,296.
Tax and Payments	22 a	Excess net passive income or LIFO recapture tax *(see instructions)* 22a		
	b	Tax from Schedule D (Form 1120S) 22b		
	c	Add lines 22a and 22b	22c	
	23 a	2008 estimated tax payments and 2007 overpayment credited to 2008 23a		
	b	Tax deposited with Form 7004 23b		
	c	Credit for federal tax paid on fuels *(attach Form 4136)* 23c		
	d	Add lines 23a through 23c	23d	
	24	Estimated tax penalty (see instructions). Check if Form 2220 is attached ▶ [ ]	24	
	25	**Amount owed.** If line 23d is smaller than the total of lines 22c and 24, enter amount owed	25	
	26	**Overpayment.** If line 23d is larger than the total of lines 22c and 24, enter amount overpaid	26	
	27	Enter amount from line 26 **Credited to 2009 estimated tax** ▶ **Refunded** ▶	27	

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

▶ Signature of officer | Date | ▶ Title

May the IRS discuss this return with the preparer shown below (see instr.)? [X] Yes [ ] No

Paid Preparer's Use Only

Preparer's signature ▶	Date	Check if self-employed [ ]	Preparer's SSN or PTIN: P00127193
Firm's name (or yours if self-employed), address, and ZIP code ▶ GOLDSTEIN LEWIN & CO. 1675 N. MILITARY TRAIL, FIFTH FLOOR BOCA RATON, FL 33486		EIN: 59-2147155	Phone no. (561)994-5050

JWA 811701 12-31-08

For Privacy Act and Paperwork Reduction Act Notice, see separate instructions.

Form **1120S** (2008)

LIC HOLDINGS INC 20-5290314

FORM 1120S OTHER INCOME STATEMENT 1

DESCRIPTION	AMOUNT
MISCELLANEOUS INCOME	150,154.
TOTAL TO FORM 1120S, PAGE 1, LINE 5	150,154.

FORM 1120S COMPENSATION OF OFFICERS STATEMENT 2

NAME OF OFFICER	SOCIAL SECURITY NUMBER	TIME DEVOTED TO BUSINESS	PCT OF STOCK	AMOUNT OF COMPENSATION
SIMON BERNSTEIN	371-32-5211		33.00%	3,756,299.
TED BERNSTEIN	319-64-1912		45.00%	5,225,825.
WILLIAM STANSBURY	212-54-9407		10.00%	420,018.
TOTAL COMPENSATION OF OFFICERS				9,402,142.
LESS: COMPENSATION CLAIMED ELSEWHERE				
EMPLOYMENT CREDIT REDUCTION				
TOTAL TO FORM 1120S, PAGE 1, LINE 7				9,402,142.

FORM 1120S TAXES AND LICENSES STATEMENT 3

DESCRIPTION	AMOUNT
TAXES - PAYROLL	498,819.
LICENSES & PERMITS	6,853.
TOTAL TO FORM 1120S, PAGE 1, LINE 12	505,672.

FORM 1120S OTHER DEDUCTIONS STATEMENT 4

DESCRIPTION	AMOUNT
ALARM & GUARD SERVICE	1,487.
AMORTIZATION EXPENSE	600.
AUTOMOBILE EXPENSE	53,167.
COMMISSION EXPENSE	4,469,172.
COMPUTER SUPPLIES & EXPENSE	91,204.
CONSULTING	302,540.
DUES & SUBSCRIPTIONS	50,591.

LIC HOLDINGS INC	20-5290314
EDUCATION & TRAINING	162,085.
EQUIPMENT RENTAL	4,300.
FEES - SERVICE FEE	24,936.
FEES- ADMIN MANAGER	9,485.
FEES- APPLICATION	834,000.
FEES- CONTROL AGREEMENT	17,300.
FEES- LETTER OF CREDIT	650.
FEES- LOAN UTILIZATION	8,604,753.
FEES- LOAN UTILIZATION 2ND YEAR	1,038,954.
FEES- LOAN UTILIZATION 3RD YEAR	45,334.
FEES- LOAN UTILIZATION SUBSEQUE	155,387.
FEES- NOTE STRUCTURE	1,897,500.
FEES- PLACEMENT	763,318.
FEES- TRUSTEE	43,703.
FEES- WIRE TRANSFER	15,835.
FORFEITED DEPOSITS	878,111.
INSURANCE	273,689.
INTERNET FEES	34,617.
LEGAL & ACCOUNTING	594,873.
MEALS - IN HOUSE	108,779.
MEALS AND ENTERTAINMENT	16,211.
MEDICAL UNDERWRITING	335,873.
MOVING	100.
OFFICE EXPENSE & SUPPLIES	171,555.
PAYROLL FEE	6,804.
POSTAGE & DELIVERY	43,456.
PRINTING & REPRODUCTION	49,806.
RECRUITMENT	3,011.
TELEPHONE	88,795.
TRAVEL	424,575.
UTILITIES	21,318.
TOTAL TO FORM 1120S, PAGE 1, LINE 19	21,637,874.

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,
Plaintiff,

CASE NO: **50 2012 CA 013933 MB AA**

v.

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN and as co-trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,
Defendants.
_____/

PLAINTIFF'S SUPPLEMENTAL RESPONSE TO DEFENDANTS TED BERNSTEIN, LIC HOLDINGS, INC. AND ARBITRAGE INTERNATIONAL MANAGEMENT, LLC'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS

COMES NOW Plaintiff, WILLIAM E. STANSBURY, by and through his undersigned counsel, and hereby files this Supplemental Response to Defendants TED BERNSTEIN, LIC HOLDINGS, INC. and INTERNATIONAL MANAGEMENT, LLC's First Request for Production of Documents dated June 3, 2013, as follows:

No. 18: None.

No. 22: Withdrawn by Defendants.

Nos. 24 - 27: See bates-stamped documents numbered WS-00410 through WS-00478A.

No. 39: See bates-stamped documents numbered WS-00479 through WS-00703.

Nos. 40, 41: See bates-stamped documents numbered WS-00704 through WS-00705.

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that the above and foregoing has been forwarded via e-mail service at mrmlaw@comcast.net; and mrmlaw1@gmail.com to Mark R. Manceri, Esq., Mark R. Manceri, P.A., *Attorney for Donald Tescher and Robert Spallina as Co-Personal Representatives,* 2929 E. Commercial Blvd., Suite 702, Fort Lauderdale, FL 33308; at arose@pm-law.com and mchandler@pm-law.com to Alan Rose, Esq., PAGE, MRACHEK, *Attorneys for Defendants, Ted Bernstein, LIC Holdings, Inc. and Arbitrage International Management, LLC,* 505 So. Flagler Drive, Suite 600, West Palm Beach, FL 33401, on this 12th day of December, 2013.

PETER M. FEAMAN, P.A.
3615 W. Boynton Beach Blvd.
Boynton Beach, FL 33436
Telephone: (561) 734-5552
Facsimile: (561) 734-5554
pfeaman@feamanlaw.com

By: _____
Peter M. Feaman
Florida Bar No. 0260347

Electronically Filed 11/25/2013 11:30:51 AM ET

IN THE CIRCUIT COURT OF THE 15th JUDICIAL CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,

Plaintiff,

vs.

CASE NO: 50 2012 CA 013933 MB AA

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN and as co-trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,

Defendants.
_____/

RE-NOTICE OF TAKING VIDEOTAPED DEPOSITION

PLEASE TAKE NOTICE that the undersigned attorneys will take the video deposition of:

Name	Date and Time	Location
William Stansbury	December 18, 2013 at 9:00 a.m.	Peter M. Feaman, P.A. 3615 West Boynton Beach Blvd. Boynton Beach, FL 33436 (561) 734-5552 - Telephone

upon oral examination, before U.S. Legal Support, Inc. [561-835-0220], and Amy Mersky, videographer, Amy Edit, Inc., [561-478-8597], or any other Notary Public or officer authorized by law to take depositions. Said oral examination will continue from day-to-day until completed. You are hereby notified to appear and take part in said examination as you may be advised.

This deposition is being taken for the purposes of discovery, for use as primary evidence or for such other purposes as are permitted under the applicable Statutes or Rules of Court.

CERTIFICATE OF SERVICE

I CERTIFY that a copy of the foregoing has been furnished to the Service List set forth below by: ■ E-mail Electronic Transmission; ☐ Facsimile; ☐ U.S. Mail; ☐ Overnight Delivery; ☐ Hand-delivery, this 25th day of November, 2013.

MRACHEK, FITZGERALD, ROSE, KONOPKA & DOW, P.A.
505 South Flagler Drive, Suite 600
West Palm Beach, Florida 33401
Telephone: (561) 655-2250
Facsimile: (561) 655-5537
Email: arose@mrachek-law.com; mchandler@mrachek-law.com
Email: phely@mrachek-law.com; mchandler@mrachek-law.com
Counsel for Ted S. Bernstein; LIC Holdings, Inc.; Arbitrage International Management, LLC; and Shirley Bernstein Trust

By: /s/ Alan B. Rose
Alan B. Rose (Florida Bar No. 961825)
N. Patrick Hely (Florida Bar No. 0091466

SERVICE LIST

Peter M. Feaman, Esquire
Peter M. Feaman, P.A.
3615 West Boynton Beach Blvd.
Boynton Beach, FL 33436
(561) 734-5552 - Telephone
(561) 734-5554 - Facsimile
Email: (pfeaman@feamanlaw.com); (service@feamanlaw.com); (mkoskey@feamanlaw.com)
Counsel for Plaintiff

Mark R. Manceri, Esq.
Mark R. Manceri, P.A.
2929 East Commercial Blvd., Suite 702
Ft. Lauderdale, FL 33309
(954) 491-7099
Email: (mrmlaw@comcast.net); (mrmlaw1@gmail.com)
Counsel for Donald R. Tescher and Robert L. Spallina, as Co-Personal Representatives; Bernstein Family Realty, LLC

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,
Plaintiff,

CASE NO: **50 2012 CA 013933 MB AA**

v.

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN and as co-trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,
Defendants.
_____/

MOTION TO AMEND SECOND AMENDED COMPLAINT
BY INTERLINEATION

COMES NOW Plaintiff, WILLIAM E. STANSBURY, by and through his undersigned counsel and moves this Court to amend by interlineation the Second Amended Complaint as follows:

1. Paragraph 38 is amended to read: "Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 34, inclusive."

2. Paragraph 47 is amended to read: "Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 34, inclusive."

3. Paragraph 53 is amended to read: "Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 34, inclusive."

4. Count 'V' on page 17 is designated as Count 'VI.'

5. Paragraph 64 is amended to read: "Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 34, inclusive."

6. Paragraph 70 is amended to read: "Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, paragraphs 1 through 34, inclusive.

7. Paragraph 72 is amended to read: "Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 34, inclusive, and the allegations of Count III."

8. Paragraph 86 is added as follows: "Plaintiff reiterates his demand for trial by jury on all issues so triable."

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that the above and foregoing has been forwarded via e-mail service at mrmlaw@comcast.net; and mrmlaw1@gmail.com to Mark R. Manceri, Esq., Mark R. Manceri, P.A., *Attorney for Donald Tescher and Robert Spallina as Co-Personal Representatives of the Estate of Simon Bernstein* and *Bernstein Family Realty,* 2929 E. Commercial Blvd., Suite 702, Fort Lauderdale, FL 33308; at arose@pm-law.com and mchandler@pm-law.com to Alan Rose, Esq., PAGE, MRACHEK, *Attorneys for Defendants, Ted Bernstein, LIC Holdings, Inc, Arbitrage International Management, LLC and the Shirley Bernstein Trust,* 505 So. Flagler Drive, Suite 600, West Palm Beach, FL 33401, on this 26th day of November, 2013.

PETER M. FEAMAN, P.A.
3615 W. Boynton Beach Blvd.
Boynton Beach, FL 33436
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pfeaman@feamanlaw.com

By: Peter M. Feaman

Peter M. Feaman
Florida Bar No.: 0260347

The Law Offices
of
PETER M. FEAMAN, P.A.
Strategic Counselor. Proven Advocate.™

Peter M. Feaman, Esq.
Nancy E. Guffey, Esq.
Jeffrey T. Royer, Esq.

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3615 W. Boynton Beach Blvd.
Boynton Beach, FL 33436
Telephone: (561) 734-5552
Facsimile: (561) 734-5554

November 19, 2013

Via e-mail

Alan Rose, Esq.
PAGE, MRACHEK
505 So. Flagler Drive, Suite 600
West Palm Beach, FL 33401

Re: Stansbury v. Bernstein et al

Dear Alan:

As discussed in your e-mail a while back about improperly realleging paragraphs before each Count, enclosed please find Plaintiff's Motion to Amend by Interlineation which should be self-explanatory. Please let me know if I can submit an Agreed Order on this Motion.

Thank you for your attention to this matter.

Very truly yours,

PETER M. FEAMAN, P.A.

By: Peter Feaman
Peter M. Feaman

PMF/mk
Enclosure
cc: Mark R. Manceri, Esq.

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,
Plaintiff,

CASE NO: **50 2012 CA 013933 MB AA**

v.

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN and as co-trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,
Defendants.
_____/

MOTION TO AMEND BY INTERLINEATION

COMES NOW Plaintiff, WILLIAM E. STANSBURY, by and through his undersigned counsel and moves this Court to amend by interlineation the Second Amended Complaint as follows:

1. Paragraph 38 is amended to read: "Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 34, inclusive."

2. Paragraph 47 is amended to read: "Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 34, inclusive."

3. Paragraph 53 is amended to read: "Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 34, inclusive."

4. Count 'V' on page 17 is designated as Count 'VI.'

5. Paragraph 64 is amended to read: "Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 34, inclusive."

6. Paragraph 70 is amended to read: "Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, paragraphs 1 through 34, inclusive.

7. Paragraph 72 is amended to read: "Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 34, inclusive, and the allegations of Count III."

8. Paragraph 86 is added as follows: "Plaintiff reiterates his demand for trial by jury on all issues so triable."

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that the above and foregoing has been forwarded via e-mail service at mrmlaw@comcast.net; and mrmlaw1@gmail.com to Mark R. Manceri, Esq., Mark R. Manceri, P.A., *Attorney for Donald Tescher and Robert Spallina as Co-Personal Representatives of the Estate of Simon Bernstein* and *Bernstein Family Realty,* 2929 E. Commercial Blvd., Suite 702, Fort Lauderdale, FL 33308; at arose@pm-law.com and mchandler@pm-law.com to Alan Rose, Esq., PAGE, MRACHEK, *Attorneys for Defendants, Ted Bernstein, LIC Holdings, Inc, Arbitrage International Management, LLC and the Shirley Bernstein Trust,* 505 So. Flagler Drive, Suite 600, West Palm Beach, FL 33401, on this ___ day of November, 2013.

PETER M. FEAMAN, P.A.
3615 W. Boynton Beach Blvd.
Boynton Beach, FL 33436
Tel: 561-734-5552
Fax: 561-734-5554
pfeaman@feamanlaw.com

By: _____
Peter M. Feaman
Florida Bar No.: 0260347

Robert Spallina

From: Mark Manceri, Esq. [mrmlaw@comcast.net]
Sent: Friday, November 01, 2013 8:51 AM
To: 'E Crippen'
Cc: Robert Spallina; Donald Tescher; Alan Rose
Subject: RE: Stansbury v. Bernstein, et al - 2nd set of interrogatories

Ms. Crippen,

Before I respond, please provide proposed dates for your Client's deposition. They were previously requested but never provided.

Mark Manceri

From: E Crippen [mailto:ecrippen@feamanlaw.com]
Sent: Thursday, October 31, 2013 02:04 PM
To: mrmlaw@comcast.net
Cc: mrmlaw1@gmail.com; Peter M. Feaman; Maryanne Koskey
Subject: Stansbury v. Bernstein, et al - 2nd set of interrogatories

Mr. Manceri,

You propounded a 2nd set of interrogatories on our client, William Stansbury, on Oct. 3rd. Our client's answers are due on Monday, Nov. 4th.
We would greatly appreciate a 20-day extension, whereby the answers would be due on Monday, Nov. 25th.

I look forward to your response. Thank you,

Elizabeth Crippen
Paralegal
Peter M. Feaman, P.A.
3615 Boynton Beach Blvd.
Boynton Beach, FL 33436
Tel: (561) 734-5552
Fax: (561) 734-5554
ecrippen@feamanlaw.com

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Detail by Entity Name

Florida Non Profit Corporation

SHIRLEY BERNSTEIN FAMILY FOUNDATION, INC.

Filing Information

Document Number	N08000000944
FEI/EIN Number	261868678
Date Filed	01/30/2008
State	FL
Status	INACTIVE
Last Event	ADMIN DISSOLUTION FOR ANNUAL REPORT
Event Date Filed	09/27/2013
Event Effective Date	NONE

Principal Address

7020 LIONS HEAD LANE
SUITE 3010
BOCA RATON, FL 33496

Changed: 08/28/2012

Mailing Address

7020 LIONS HEAD LANE
BOCA RATON, FL 33496

Registered Agent Name & Address

TESCHER, DONALD R
4855 TECHNOLOGY WAY
SUITE 720
BOCA RATON, FL 33431

Address Changed: 03/04/2009

Officer/Director Detail

Name & Address

Title P

BERNSTEIN, SIMON
7020 LIONS HEAD LANE
BOCA RATON, FL 33496

Copyright © and Privacy Policies
State of Florida, Department of State

BERNSTEIN, SHIRLEY
7020 LIONS HEAD LANE
BOCA RATON, FL 33496

Title S

KRATISH, TRACI
950 PENINSULA CORPORATE CIRCLE, SUITE 3010
BOCA RATON, FL 33487

Annual Reports

Report Year	Filed Date
2010	04/16/2010
2011	04/12/2011
2012	08/28/2012

Document Images

08/28/2012 -- ANNUAL REPORT	View image in PDF format
04/12/2011 -- ANNUAL REPORT	View image in PDF format
04/16/2010 -- ANNUAL REPORT	View image in PDF format
03/04/2009 -- ANNUAL REPORT	View image in PDF format
02/08/2008 -- Amendment	View image in PDF format
01/30/2008 -- Domestic Non-Profit	View image in PDF format

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,
Plaintiff,

CASE NO: **50 2012 CA 013933 MB AA**

v.

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN and as co-trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,
Defendants.
_____/

ORDER ON OBJECTIONS OF DEFENDANTS, TED BERNSTEIN, LIC HOLDINGS, INC, ARBITRAGE, LLC, DONALD TESCHER AND ROBERT SPALLINA AS CO-PERSONAL REPRESENTATIVES OF THE ESTATE OF SIMON L. BERNSTEIN TO NOTICE OF PRODUCTION FROM NON-PARTY CBIZ MHM, LLC

THIS CAUSE came on to be heard before this Honorable Court on Tuesday, November 12, 2013, upon Objections of Defendants, Ted Bernstein, LIC Holdings, Inc., Arbitrage, LLC, Donald Tescher and Robert Spalina, as co-Personal Representatives of the Estate of Simon L. Bernstein to Notice of Production from Non-Party CBIZ MHM, LLC, and the Court having reviewed the file, heard argument of counsel and being otherwise duly advised in the premises, it is hereby

ORDERED and ADJUDGED:

1. The objections are overruled to the extent that the subpoena may be issued and third party, CBIZ MHM, LLC will respond. The documents not objected to on the basis of privilege will be produced within 30 days from the date of this Order.

2. In the event that an objection is made on the basis of privilege, the objection should specify the privilege raised and a privilege log should be prepared on those items upon which a privilege is claimed, in accordance with *TIG Insurance v. Johnson*, 799 So.2d 339 (Fla. 4th DCA, 2001).

DONE and ORDERED in Chambers, West Palm Beach, Palm Beach County, Florida on this 15 day of November, 2013.

HONORABLE PETER BLANC
Circuit Judge

Copies to:

Alan Rose, Esq., Page Mrachek, 505 So. Flagler Drive, Suite 600, West Palm Beach, FL 33401; e-mail: arose@pm-law.com;
Mark R. Manceri, Esq., Mark R. Manceri, P.A., 2929 E. Commercial Blvd., Suite 702, Fort Lauderdale, FL 33308; e-mail: mrmlaw@comcast.net
Peter M. Feaman, Esq., Peter M. Feaman, P.A., 3615 W. Boynton Beach Blvd., Boynton Beach, FL; e-mail: pfeaman@feamanlaw.com

Electronically Filed 11/15/2013 10:29:44 AM ET

IN THE CIRCUIT COURT OF THE 15th JUDICIAL CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,

Plaintiff,

vs.

CASE NO: 50 2012 CA 013933 MB AA

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN and as co-trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,

Defendants.
_____/

NOTICE OF TAKING VIDEOTAPED DEPOSITION

PLEASE TAKE NOTICE that the undersigned attorneys will take the video deposition of:

Name	Date and Time	Location
William Stansbury	December 6, 2013 at 9:00 a.m.	Peter M. Feaman, P.A. 3615 West Boynton Beach Blvd. Boynton Beach, FL 33436 (561) 734-5552 - Telephone

upon oral examination, before U.S. Legal Support, Inc. [561-835-0220], and Amy Mersky, videographer, Amy Edit, Inc., [561-478-8597], or any other Notary Public or officer authorized by law to take depositions. Said oral examination will continue from day-to-day until completed. You are hereby notified to appear and take part in said examination as you may be advised.

This deposition is being taken for the purposes of discovery, for use as primary evidence or for such other purposes as are permitted under the applicable Statutes or Rules of Court.

CERTIFICATE OF SERVICE

I CERTIFY that a copy of the foregoing has been furnished to the Service List set forth below by: ■ E-mail Electronic Transmission; ☐ Facsimile; ☐ U.S. Mail; ☐ Overnight Delivery; ☐ Hand-delivery, this 15th day of November, 2013.

MRACHEK, FITZGERALD, ROSE, KONOPKA & DOW, P.A.
505 South Flagler Drive, Suite 600
West Palm Beach, Florida 33401
Telephone: (561) 655-2250
Facsimile: (561) 655-5537
Email: arose@mrachek-law.com; mchandler@mrachek-law.com
Email: phely@mrachek-law.com; mchandler@mrachek-law.com
Counsel for Ted S. Bernstein; LIC Holdings, Inc.; Arbitrage International Management, LLC; and Shirley Bernstein Trust

By: /s/ Alan B. Rose
Alan B. Rose (Florida Bar No. 961825)
N. Patrick Hely (Florida Bar No. 0091466

SERVICE LIST

Peter M. Feaman, Esquire
Peter M. Feaman, P.A.
3615 West Boynton Beach Blvd.
Boynton Beach, FL 33436
(561) 734-5552 - Telephone
(561) 734-5554 - Facsimile
Email: (pfeaman@feamanlaw.com); (service@feamanlaw.com); (mkoskey@feamanlaw.com)
Counsel for Plaintiff

Mark R. Manceri, Esq.
Mark R. Manceri, P.A.
2929 East Commercial Blvd., Suite 702
Ft. Lauderdale, FL 33309
(954) 491-7099
Email: (mrmlaw@comcast.net); (mrmlaw1@gmail.com)
Counsel for Donald R. Tescher and Robert L. Spallina, as Co-Personal Representatives; Bernstein Family Realty, LLC

MRACHEK
FITZGERALD
ROSE
KONOPKA
& DOW, P.A.

WRITER'S DIRECT DIAL NUMBER: (561)355-6991
WRITER'S E-MAIL ADDRESS: arose@mrachek-law.com

TRIAL LAWYERS | WEST PALM BEACH | STUART

November 7, 2013

Via Hand Delivery

The Hon. Peter D. Blanc
Circuit Court Judge
205 North Dixie Highway
Room 11.1208
West Palm Beach, FL 33401

Re: *William E. Stansbury v. Ted S. Bernstein, Donald Tescher and Robert Spallina, as co-personal representatives of the Estate of Simon L. Bernstein, etc., et al.*
Case No. 502012CA013933XXXXMBAA
Materials for Hearing on Objections to Notice of Production from Non-Party CBIZ MHM, LLC scheduled November 12, 2013 at 10:00 a.m.

Dear Judge Blanc:

This office represents Defendants, LIC Holdings, Inc., Arbitrage International Holdings, LLC and Ted S. Bernstein. I am writing in connection with the hearing on our Objections to Notice of Production from Non-Party CBIZ MHM, LLC. The Objections and Plaintiff's Response are set for hearing on November 12, 2013 at 10:00 a.m.

I have enclosed the pending Notice of Production and our Objections, as well as the documents relating to the prior Requests to Produce addressed by the Court (Request, our Objections, the Motion to Compel, and the Order of Judge Kelley). These prior documents relate to requests that asked for the very same documents from the Defendants, LIC Holdings, Inc., Arbitrage International Management, LLC, and Ted S. Bernstein.

At a hearing held on April 15, 2013, Judge Kelley denied the Motion to Compel documents relating to financial information concerning the Defendant companies. Given the fact that the Plaintiff has a claim for an accounting, Judge Kelley ruled that much of the financial records

requested were beyond the scope of discovery at this time. Certain of the Objections were overruled, and the responsive documents in connection with those Requests have been produced. The subpoena served on the third-party, the accounting firm which provides services to the Defendant companies, is simply another bite at the apple and is an end run around the prior order which determined that such documents should not be produced at this time, unless and until Plaintiff prevails on his accounting claim.

In addition, I would note that our Objection offered to confer with counsel for Plaintiff in an attempt to narrow these requests, but to date Plaintiff's counsel has made no attempt to confer with us, narrow or limit the scope of the production of accounting records from Defendants' accounting firm, and simply noticed the Objection for hearing.

We provide these materials to you in advance of the argument set for next week, and will be prepared to address the Court's questions and further argue these matters at the hearing.

We appreciate Your Honor's time and attention to this matter.

Respectfully submitted,

Alan B. Rose

Alan B. Rose
(Signed and sent in Mr. Rose's absence to avoid delay.)

ABR/mbc
Enclosure
cc: Peter M. Feaman, Esq., w/enclosure, via e-mail
Mark R. Manceri, Esq., w/enclosure, via e-mail

IN THE CIRCUIT COURT OF THE 15th JUDICIAL CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,

Plaintiff,

vs.

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN and as co-trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,

Defendants.
_____/

CASE NO: 50 2012 CA 013933 MB AA

DEFENDANTS', TED S. BERNSTEIN, LIC HOLDINGS, INC. AND ARBITRAGE INTERNATIONAL HOLDINGS, LLC, OBJECTION TO NOTICE OF PRODUCTION FROM NON-PARTY CBIZ MHM, LLC

Defendants, Ted S. Bernstein, LIC Holdings, Inc. and Arbitrage International Holdings, LLC (collectively "Defendants"), hereby object to the service of a subpoena duces tecum as identified in a Notice of Production from Non-Party to CBIZ MHM, LLC ("CBIZ") served on July 26, 2013 by Plaintiff, William E. Stansbury ("Plaintiff"), and state:

1. Defendants object to the service of this subpoena on the grounds that the documents sought, or a substantial portion of them, are subject to an accountant/client privilege, and potentially other applicable privileges including attorney/client privilege and work product privilege.

2. Defendants also object on the grounds that these documents are not relevant nor reasonably calculated to lead to the discovery of admissible evidence in connection with the pending

claims and issues. Many of the requested documents exceed the scope of permissible discovery at this time, as these documents relate to Plaintiff's claim for an accounting, which has not yet been granted. In response to Plaintiff's Request to Produce to Defendants, Defendants objected to the production of substantially similar documents, and the Court upheld the objection by Order dated April 19, 2013.

3. Notwithstanding these objections, Defendants are willing to work with Plaintiff's counsel to narrow the scope of these requests and attempt to establish a procedure for Defendants to review relevant, material and non-privileged the documents before production.

CERTIFICATE OF SERVICE

I CERTIFY that a copy of the foregoing has been furnished to the Service List set forth below by: ■ E-mail Electronic Transmission; ☐ Facsimile; ☐ U.S. Mail; ☐ Overnight Delivery; ☐ Hand-delivery, this 5th day of August, 2013.

PAGE, MRACHEK, FITZGERALD, ROSE,
KONOPKA & DOW, P.A.
505 South Flagler Drive, Suite 600
West Palm Beach, Florida 33401
Telephone: (561) 655-2250
Facsimile: (561) 655-5537
Email: arose@pm-law.com; mchandler@pm-law.com
Email: sshelley@pm-law.com; tclarke@pm-law.com
Email: phely@pm-law.com; mchandler@pm-law.com
Counsel for Ted S. Bernstein; LIC Holdings, Inc.; Arbitrage International Management, LLC; and Shirley Bernstein Trust

By: /s/ Alan B. Rose
Alan B. Rose (Florida Bar No. 961825)
Stefanie R. Shelley (Florida Bar No. 514446)
N. Patrick Hely (Florida Bar No. 0091466

SERVICE LIST

Peter M. Feaman, Esquire
Peter M. Feaman, P.A.
3615 West Boynton Beach Blvd.
Boynton Beach, FL 33436
(561) 734-5552 - Telephone
(561) 734-5554 - Facsimile
Email: (pfeaman@feamanlaw.com); (service@feamanlaw.com); (mkoskey@feamanlaw.com)
Counsel for Plaintiff

Mark R. Manceri, Esq.
Mark R. Manceri, P.A.
2929 East Commercial Blvd., Suite 702
Ft. Lauderdale, FL 33309
(954) 491-7099
Email: (mrmlaw@comcast.net); (mrmlaw1@gmail.com)
Counsel for Donald R. Tescher and Robert L.
Spallina, as Co-Personal Representatives; Bernstein Family
Realty, LLC

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,

Plaintiff,

v.

CASE NO: **50 2012 CA 013933 MB AA**

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN and as co-trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,

Defendants.
_____/

NOTICE OF PRODUCTION FROM NON-PARTY
(F.R.Civ.P. 1.351)

YOU ARE NOTIFIED that ten (10) days from the date of service of this Notice, if service is by delivery, or fifteen (15) days from the date of service if service is by mail, and if no objection is received from any party, the undersigned will issue, or will apply to the Clerk of this Court for issuance of, the attached Subpoena directed to Records Custodian of the following:

CBIZ MHM, LLC
f/k/a Goldstein Lewin & Company
1675 N. Military Trail
Fifth Floor
Boca Raton, Florida 33486

The above listed entity is not a party to this action, and the address for such entity is listed above. The listed entity will be requested to produce the items listed at the time and place specified in the Subpoena, which is attached hereto.

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that the above and foregoing has been forwarded via e-mail service at mrmlaw@comcast.net; and mrmlaw1@gmail.com to Mark R. Manceri, Esq., Mark R. Manceri, P.A., *Attorney for Donald Tescher and Robert Spallina as Co-Personal Representatives,* 2929 E. Commercial Blvd., Suite 702, Fort Lauderdale, FL 33308; at

arose@pm-law.com and mchandler@pm-law.com to Alan Rose, Esq., PAGE, MRACHEK, *Attorneys for Defendants, Ted Bernstein, LIC Holdings, Inc. and Arbitrage International Management, LLC,* 505 So. Flagler Drive, Suite 600, West Palm Beach, FL 33401, on this 26th day of July, 2013.

PETER M. FEAMAN, P.A.
3615 W. Boynton Beach Blvd.
Boynton Beach, FL 33436
Telephone: (561) 734-5552
Facsimile: (561) 734-5554
pfeaman@feamanlaw.com

By: _____
Peter M. Feaman
Florida Bar No. 0260347

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,
Plaintiff,

CASE NO: **50 2012 CA 013933 MB AA**

v.

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN and as co-trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,
Defendants.
_____/

SUBPOENA DUCES TECUM WITHOUT DEPOSITION
(RECORDS MAY BE MAILED IN LIEU OF APPEARANCE)

TO: **CBIZ MHM, LLC**
f/k/a Goldstein Lewin & Company
1675 N. Military Trail, Fifth Floor
Boca Raton, Florida 33486
ATTENTION: Gerald R. Lewin, CPA

DEFINITIONS

A. As used herein, the singular shall include the plural and the plural shall include the singular.

B. When the terms "you" "your" and "yours" are used herein, they shall mean CBIZ MHM, LLC, f/k/a Goldstein Lewin & Company, or any agent, representative, employee, attorney, accountant or person acting, or purporting to act on its behalf.

C. When the term "document," as used herein, means any document, letter, log, record, report, memorandum, note, telegram, message, agreement, communication, e-mail,

telecopy, facsimile reproduction or "fax" (including cover sheets and proof of sending), State or Federal governmental hearing or report, summary or record of telephone conversations, e-mail (including attachments), summary or record of personal conversations or interviews, diary, graph, notebook, note chart, plan, drawing, sketch, map, summary or record of meeting or conferences, summary or report of investigations or negotiations, opinion or report of consultants, photograph, motion picture, film, brochure, pamphlet, advertisement, circular, press release, draft, letter, any marginal comments appearing on any document or any other form of written or recorded matter of every kind or description, however produced or reproduced, whether draft or final, original or reproduction, in the custody or control of you and/or your attorneys or anyone acting on your behalf.

DOCUMENTS TO PRODUCE

YOU ARE COMMANDED to appear at the offices of Peter Feaman, at 3615 West Boynton Beach Boulevard Boynton Beach, Florida 33436-4501, telephone number (561) 734-5552, within fifteen (15) days from the date of service of this Subpoena and to produce the following documents:

1. All documents provided to you by, or prepared by you on behalf of, LIC Holdings, Inc. ("LIC") and Arbitrage International Management, LLC f/k/a Arbitrage International Holdings, LLC ("Arbitrage") that show the total revenue generated by LIC and Arbitrage for the tax years 2007, 2008, 2009, 2010, 2011, and 2012.

2. All documents provided to you by, or prepared by you on behalf of, LIC and Arbitrage that show the expenses paid by LIC and Arbitrage for the tax years 2007, 2008, 2009, 2010, 2011, and 2012.

3. All documents provided to you by, or prepared by you on behalf of, LIC and Arbitrage that show the salaries, distributions and other compensation paid to Simon Bernstein, Ted Bernstein and William Stansbury by LIC and Arbitrage in the tax years 2007, 2008, 2009, 2010, 2011, and 2012.

4. All documents provided to you by, or prepared by you on behalf of, LIC and Arbitrage that list, by company name, the commissions, both first time commissions and renewal commissions, paid to LIC and Arbitrage for the tax years 2007, 2008, 2009, 2010, 2011, and 2012.

5. All documents provided to you by, or prepared by you on behalf of, LIC and Arbitrage entitled "Estimated Income Projection & Allocation" for the tax years 2007, 2008, 2009, 2010, 2011, and 2012.

6. All documents provided to you by, or prepared by you on behalf of, LIC for the tax years 2007, 2008, 2009, 2010, 2011, and 2012 that stated, estimated or projected that Simon Bernstein, Ted Bernstein and/or William Stansbury would incur, or potentially may incur, taxable "phantom" income related to their respective equity interests in LIC.

7. All documents provided to you by, or prepared by you on behalf of, LIC that supports that a shareholder distribution in the amount of $184,530 was made to William Stansbury attributable to tax year 2008.

8. All documents provided to you by, or prepared by you on behalf of, LIC that supports that a shareholder distribution in the amount of $184,530 was in fact actually paid to William Stansbury attributable to tax year 2008.

9. A copy of each Form K-1, including all amendments, revisions, or restatements thereto, prepared for and distributed to Simon Bernstein, Ted Bernstein and William Stansbury for the tax years 2007, 2008, 2009, 2010, 2011 and 2012.

You are required to produce the records by mail or in person to Peter Feaman, at 3615 West Boynton Beach Boulevard Boynton Beach, Florida 33436-4501.

These items will be inspected and may be copied at that time. You will not be required to surrender the original items. You may comply with this subpoena by providing legible copies of the items to be produced to the attorney whose name appears on this subpoena on or before the scheduled date of production. You may condition the preparation of the copies upon the payment in advance of the reasonable cost of preparation. **YOU MAY MAIL OR DELIVER THE COPIES TO THE ATTORNEY WHOSE NAME APPEARS ON THIS SUBPOENA AND THEREBY ELIMINATE YOUR APPEARANCE ON THE DATE SPECIFIED ABOVE.** You have the right to object to the production pursuant to this subpoena at any time before production by giving written notice to the attorney whose name appears on this subpoena. **THIS IS NOT A DEPOSITION. NO TESTIMONY WILL BE TAKEN.**

If you fail to:

(1) appear as specified; or
(2) furnish the materials requested instead of appearing as provided above; or
(3) object to this subpoena;

you may be in contempt of court. You are subpoenaed to appear by the following attorney, and unless excused from this subpoena by this attorney or the court, you shall respond to this subpoena as directed.

DATED this ____ day of _____, 2013.

Issued by: _____
PETER M. FEAMAN, ESQ.
FOR THE COURT

PETER M. FEAMAN, P.A.
3615 W. Boynton Beach Blvd.
Boynton Beach, FL 33436
Telephone: (561) 734-5552
Facsimile: (561) 734-5554

By: _____
Peter M. Feaman
Florida Bar No. 0260347

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,
Plaintiff,

CASE NO: **50 2012 CA 013933 MB AA**

v.

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN and as co-trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,
Defendants.
_____/

OMNIBUS ORDER ON PLAINTIFF WILLIAM E. STANSBURY'S THREE MOTIONS TO COMPEL DEFENDANTS, LIC HOLDINGS, INC., ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDING, LLC AND TED BERNSTEIN TO PRODUCE DOCUMENTS RESPONSIVE TO PLAINTIFF'S FIRST REQUESTS FOR PRODUCTION OF DOCUMENTS

THIS CAUSE came on to be heard before this Honorable Court on Monday, April 15, 2013, upon Plaintiff William E. Stansbury's Motions to Compel Defendants LIC Holdings, Inc. ("LIC"), Arbitrage International Management, LLC f/k/a Arbitrage International Holdings, LLC ("Arbitrage"), and Ted Bernstein to Produce Documents Responsive to Plaintiff's First Requests for Production of Documents. Plaintiff served one set of identical Requests for Production of Documents upon each of the above-named Defendants and this Order makes the same ruling in each of the three sets of propounded Requests. The Court having reviewed the file, heard argument of counsel and being duly advised in the premises, it is hereby

ORDERED and ADJUDGED:

Copies furnished by e-mail

1. Plaintiff's Motions to Compel are hereby GRANTED as to numbered requests 1, 2, 3, 4, 5, 6, 8, 9 and 16 of the Requests for Production of Documents (see "Attachment A");

2. Plaintiff's Motions to Compel are hereby DENIED, without prejudice, as to numbered requests 7, 10, 11, 12, 13, and 15 of the Requests for Production of Documents (see "Attachment A");

3. Plaintiff's Motions to Compel as to request number 14 on "Attachment A" are GRANTED with respect to 1099's issued by or to the principals of LIC or Arbitrage that would form the basis for commissions paid or to be paid, but DENIED, without prejudice, as to 1099's issued by the above-named Defendants to any other persons or entities.

4. The Defendants to whom this Order applies will produce the required documents to Plaintiff within twenty-five (25) days of the date of this Order.

DONE and ORDERED in Chambers, West Palm Beach, Palm Beach County, Florida on this 19th day of April, 2013.

Honorable Glenn Kelley
Circuit Judge

Copies to:

Peter M. Feaman, Esq., Peter M. Feaman, P.A., 3615 W. Boynton Beach Blvd., Boynton Beach, FL 33436; pfeaman@feamanlaw.com.
Mark R. Manceri, Esq., Mark R. Manceri, P.A., 2929 E. Commercial Blvd., Suite 702, Fort Lauderdale, FL 33308; mrmlaw@comcast.net; mrmlaw1@gmail.com
Alan B. Rose, Esq., Page, Mrachek, Fitzgerald, Rose, Konopka & Dow, 505 S. Flagler Drive, Suite 600, West Palm Beach, FL 33401; arose@pm-law.com

ATTACHMENT "A"

DOCUMENTS TO BE PRODUCED

1. All documents, including e-mails, that show, evidence, or reflect any and all communications between you or anyone acting on your behalf related to or from the Plaintiff from January 1, 2007 to present.

2. All documents, including e-mails, that show, evidence, or reflect any and all communications between you and any of the Defendants that mention the Plaintiff, from January 1, 2007 to present.

3. All documents, including e-mails, that show, evidence, or reflect any and all communications between you and any of the Defendants that are related to the Plaintiff, from January 1, 2007 to present.

4. All documents that show, evidence, or reflect any business relationships you have or had with the Plaintiff since January 1, 2007 to the present.

5. All documents that show, evidence, or reflect any compensation, monies, or payment of any nature, made by you or any of the Defendants to the Plaintiff from January 1, 2007 to the present.

6. All documents that show, evidence, or reflect any compensation, monies, or payment of any nature, that is owed by you or any of the Defendants to the Plaintiff from January 1, 2007 to present.

7. All documents, including, but not limited to, internal memoranda, e-mails, or any other writings, related to payments by you or by any of the Defendants to any agents, employees, officers, independent contractors, or any other person or entity performing work on behalf of any of the Defendants.

8. All documents that show, evidence, or reflect any person or entity that has or has had an ownership interest in Defendant ARBITRAGE and/or LIC HOLDINGS, INC. in the past 6 years.

9. All documents that show, evidence, or reflect any and all officers of ARBITRAGE and/or LIC HOLDINGS, INC. in the past 6 years.

10. All records of payments made for cell phone usage from January 1, 2007 to present.

11. All records concerning medical expenses paid for any person including but not limited to Rachel Walker since January 1, 2007.

12. List of all employees and their compensation since January 1, 2007.

13. List of all participants in any Defined Benefit Pension Plan.

14. Copies of all 1099's from 2007 to present.

15. All statements concerning any profit-sharing plan, including the names of all participants.

16. Records of any and all payments to Plaintiff since January 1, 2007 to present.

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,

Plaintiff,

v.

CASE NO: 502012CA013933 XXXX MB AA

TED S. BERNSTEIN; SIMON BERNSTEIN; LIC HOLDINGS, INC.; and ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC.

Defendants.
_____/

PLAINTIFF'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS TO DEFENDANT LIC HOLDINGS, INC.

Plaintiff, WILLIAM E. STANSBURY ("STANSBURY"), through undersigned counsel, pursuant to Fla. R. Civ. P. 1.350, hereby propounds the attached First Request for Production of Documents upon Defendant, LIC HOLDINGS, INC., requiring said Defendant to produce copies of the materials and items described on the attached list at, or by mailing a copy to Peter M. Feaman, P.A., 3615 W. Boynton Beach Blvd., Boynton Beach, FL 33436, on or before thirty (30) days after service of this Request for Production of Documents.

Preliminary Statement

As used in this Discovery request, the following terms will have the following meanings:

"Plaintiff," "WILLIAM STANSBURY," or "STANSBURY" means the Plaintiff, and includes any person or entity acting on his behalf.

"Defendant," "LIC HOLDINGS," "you," or "your" means Defendant, LIC HOLDINGS, INC., and includes any person or entity acting on behalf of such party, including, but not limited to, attorneys and their associates and employees, investigators, agents, employees, representatives, or others who are in possession of or who may have obtained information for or on its behalf.

"Defendants" means the Defendants to this action, to wit: TED S. BERNSTEIN, SIMON BERNSTEIN, LIC HOLDINGS, INC., and ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC, including any person or entity acting on behalf of such party or parties, including, but not limited to, attorneys and their associates and employees, investigators, agents, employees, representatives, or others who are in possession of or who may have obtained information for or on their behalf.

The terms "all records," "all documents," "all documentation," and "all communications" mean every record, document, or communication as defined herein known to you and every such record, document, or communication which can be located or discovered by reasonably diligent efforts.

The term "communication" shall mean every manner or means of disclosure, transfer or exchange, and every disclosure, transfer or exchange of information whether orally or face-to-face or by telephone, letter, mail, personal delivery, facsimile transmission, electronic mail, (e-mail) document or otherwise.

The term "document," "documents," "documentation," "record," and "records" shall mean all written, typed, printed, reported, recorded or graphic matter, and all photographic matters or sound reproduction tapes records, or other devices, however produced, reproduced, or stored, now or formerly within your actual or constructive possession, custody or control. "Document" or "documents" shall include, but are not limited to, all telegrams, telexes, cables, telephone records, telephone bills, memoranda (circulated and uncirculated), market studies, correspondence, reports, studies, compilations of data, filings, files, internal policies or rules or regulations, minutes, agenda, requests, records, charts, lists, analyses, graphs, diagrams, schematics, blueprints, specifications, worksheets, change orders, drawings, cost estimates, books, expense reports, notebooks, notes, diaries, appointment books, calendars, recordings, transcriptions, computerized data in any media, including but not limited to: discs, CD-ROMs, or e-mails; file cards, computer printouts, microfilm, microfiche, videotapes, media articles or reports, accounts, books and records, ledgers, journals and other financial records, audits, instructions, questionnaires, profit and loss statements, financial statements, annual reports, state and federal tax returns, checkbooks, canceled checks, billings, contracts or agreements or releases, and any drafts, copies, or reproductions of the foregoing; and any copy of the foregoing upon which any notations in any form have been made which do not appear on the originals; and any copy of the foregoing upon which any language, notation or comments, in any form, which appear on the original or any other copy have been deleted, highlighted, altered or edited.

The term "communication" and "communications, as used herein, shall include any utterance heard or overheard, whether in person, by telephone, radio or otherwise, statement, dialogue, discussion, conversation or agreement, as well as every document and every other mode of intentionally conveying meaning.

"Identify," identity" or "identification," when referring to a person, shall mean that you shall state the person's (a) full name, (b) current or last known business address and telephone number, (c) current or last known residential address and telephone number, (d) current or last known employer and employer's address, (e) current or last known occupation or position title.

"Identify," "identity" or "identification," when used in reference to a document, documents, documentation, record, and/or records means to state the date, author (or originator),

title, type (or subject matter) and custodian of the document, or other sufficient description of it in order to identify it for production in this suit, and each and every word contained in that document. If any document identified is no longer in your care, custody or control, state the disposition of such document. If a privilege is claimed with respect to any document, state the nature of the privilege claimed, and identify each person who has received the documents or a copy of it. Attachment of a true, correct copy of any document to your answers to these discovery requests shall constitute sufficient identification of any document.

"Person" or "individual" means any natural person, individual, proprietorship, partnership, corporation, association, joint proprietorship, joint venture, firm, other business enterprise, governmental body, or other entity.

A communication or document "relating" to any given subject means any communication or document that constitutes, contains, embodies, reflects, identifies, states, refers to, deals with, or is in any way pertinent to that subject, including without limitation, documents concerning the preparation of other documents.

Unless otherwise stated, the documents requested shall be for the past ten (10) years.

Instructions

If any Request for Production is objected to on the grounds of privilege or otherwise, set forth fully each objection, stating the facts upon which you rely as the basis for the objection, and describe:

The nature of the document or communication not produced or disclosed;

The name and title of the author;

The name and title of each person to whom the document or communication was addressed, including all people to whom a copy was sent;

The date;

The number of pages;

A description of the subject matter sufficient, without waiving the claimed privilege or protection, to allow the requesting party to assess the applicability of the privilege or protection;

The privilege or protection claimed;

The paragraph(s) of this Request for Production to which the document or communication is responsive; and

The location of the original and each copy of the document or communication as of the date of the response to this Request for Production.

If you claim that any document requests is subject to privilege, please provide all documents responsive to the Request to the extent not privileged and comply with Instruction No. 1 as to the remainder of the Request.

If documents responsive to any of the Requests have been destroyed or discarded, identify the document as follows:

The date of the document;

The author or maker of the document;

The person to whom and from whom the document was sent;

The subject matter of the document;

The date on which the document was destroyed or discarded;

The reason for the destruction or discard; and

The person authorizing and/or carrying out said destruction or discard.

When producing the documents, please keep all documents segregated by the file in which the documents are contained and indicate the name of the file in which the documents are contained and name of the documents being produced. In the event such files or documents have been removed for the purposes of this action or other purpose, please state the name and address of the person who removed the file, the title of the file and each sub-file, if any, maintained within the file, and the present location of the file.

As used herein the singular shall include the plural, the plural shall include the singular, and the masculine, feminine and neuter shall include each of the other genders.

All documents produced shall be originals unless otherwise indicated. If your "original" is a photocopy (or other copy), then the photocopy you have should be produced as your original. You should produce the original documents in the form, order and manner in which they are maintained in your files or the files of other persons under your control. In this connection, and for purposes of illustration, documents are to be produced in the file folder and file cartons in which they have been maintained or stored, clipped, stapled, or otherwise arranged in the same form and manner as they were found. In the alternative, you should segregate all documents according to the specifications of this Request and shall organize and label each group of documents with the appropriate specifications prior to production. If any document is responsive to more than one specification of this Request, it should be labeled to reflect each specification to which it is responsive.

This Request for Production calls for production of all responsive documents in the possession, custody, or control of you, your agents, or representatives without regard to physical location of said documents. Control means in your possession, custody or control, or under your direction, and included in the possession, custody, or control of those under the direction of you and your employees, subordinates, counsel, accountant, consultant, expert, parent or affiliated corporation, and any person purporting to act on your behalf.

Please mark each document to indicate the paragraph to which the document corresponds. In the event you do not have "possession, custody or control" of any of the documents requested, state this fact, specifying the paragraph concerned. Additionally, if you do not have "possession, custody, or control" of any of the documents requested, but you know that they are in the possession or custody of other parties, give a brief description of the document(s), and the name and address of the party thought to be in possession thereof.

In producing copies of any documents, produce copies of both the front and back of each document, where the backside contains writing, printing, stamping, or notations.

DOCUMENTS TO BE PRODUCED

1. All documents, including e-mails, that show, evidence, or reflect any and all communications between you or anyone acting on your behalf related to or from the Plaintiff from January 1, 2007 to present.

2. All documents, including e-mails, that show, evidence, or reflect any and all communications between you and any of the Defendants that mention the Plaintiff, from January 1, 2007 to present.

3. All documents, including e-mails, that show, evidence, or reflect any and all communications between you and any of the Defendants that are related to the Plaintiff, from January 1, 2007 to present.

4. All documents that show, evidence, or reflect any business relationships you have or had with the Plaintiff since January 1, 2007 to the present.

5. All documents that show, evidence, or reflect any compensation, monies, or payment of any nature, made by you or any of the Defendants to the Plaintiff from January 1, 2007 to the present.

6. All documents that show, evidence, or reflect any compensation, monies, or payment of any nature, that is owed by you or any of the Defendants to the Plaintiff from January 1, 2007 to present.

7. All documents, including, but not limited to, internal memoranda, e-mails, or any other writings, related to payments by you or by any of the Defendants to any agents, employees, officers, independent contractors, or any other person or entity performing work on behalf of any of the Defendants.

8. All documents that show, evidence, or reflect any person or entity that has or has had an ownership interest in Defendant LIC HOLDINGS, INC. in the past 6 years.

9. All documents that show, evidence, or reflect any and all officers of LIC HOLDINGS, INC. in the past 6 years.

10. All records of payments made for cell phone usage from January 1, 2007 to present.

11. All records concerning medical expenses paid for any person including but not limited to Rachel Walker since January 1, 2007.

12. List of all employees and their compensation since January 1, 2007.

13. List of all participants in any Defined Benefit Pension Plan.

14. Copies of all 1099's from 2007 to present.

15. All statements concerning any profit-sharing plan, including the names of all participants.

16. Records of any and all payments to Plaintiff since January 1, 2007 to present.

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that the above and foregoing has been forwarded via e-mail at swergoldj@gtlaw.com; arnsdorffk@gtlaw.com; steffesj@gtlaw.com; and FLService@gtlaw.com to Jon Swergold, Esq., Greenberg Traurig, P.A., 401 East Las Olas Blvd., Suite 2000, Fort Lauderdale, FL 33301 this 5th day of November, 2012.

PETER M. FEAMAN, P.A.
3615 W. Boynton Beach Blvd.
Boynton Beach, FL 33436
Tel: 561-734-5552
Fax: 561-734-5554
pfeaman@feamanlaw.com

By: */s/ Peter M. Feaman*
Peter M. Feaman
Florida Bar No.: 0260347

IN THE CIRCUIT COURT OF THE FIFTEENTH
JUDICIAL CIRCUIT OF FLORIDA, IN AND FOR
PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY, an individual,

Plaintiff,

v.

CASE NO.: 50 2012CA013933 XXXX(NB)
(AA)

LIC S. BERNSTEIN, an individual,
SIMON L. BERNSTEIN, an individual,
LIC HOLDINGS, INC., a Florida
Corporation, **ARBITRAGE**
INTERNATIONAL MARKETING, LLC, a
Florida Corporation f/k/a **ARBITRAGE**
INTERNATIONAL HOLDINGS, LLC.,

Defendants.

DEFENDANT LIC HOLDINGS, INC.'S RESPONSES AND OBJECTIONS TO PLAINTIFF'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS

Defendants LIC HOLDINGS, INC. ("LIC"), by and through its undersigned counsel, and pursuant to Rule 1.350 of the Florida Rules of Civil Procedure, hereby responds to Plaintiff's First Request for Production of Documents to Defendant LIC Holdings, Inc. (the "Requests"), and states as follows:

GENERAL OBJECTIONS

1. LIC objects generally to the Requests to the extent that they seek to impose burdens or duties upon LIC that are greater than are required by the Florida Rules of Civil Procedure and applicable law.

2. LIC objects generally to the Requests to the extent that they seek information that is protected by various privileges of confidentiality, including, but not limited to, the attorney-client privilege and the attorney work-product doctrine.

4. LIC construes each document request in the Requests not to seek, and states that no privilege log is required for, legal memoranda, drafts of pleadings, attorney notes, documents selected and assembled by counsel for the purpose of preparing to represent LIC, and in preparing court pleadings and other papers, communications between LIC and its counsel, and other documents and communications that have come into existence because of anticipated or actual litigation.

5. By agreeing to produce documents to any particular Request, LIC is not acknowledging that the Request seeks documents or information that are relevant or admissible. LIC reserves the right to object to the use and/or introduction into evidence of any documents produced in response to the Requests.

6. These General Objections shall be deemed applicable to and continuing with respect to the Specific Responses set forth herein. The General Objections asserLIC above are hereby incorporated into the Specific Responses. The Specific Responses may repeat a General Objection for emphasis or for some other reason. Such General Objections are not waived, nor in any way limited, by the Specific Responses.

REQUESTS AND SPECIFIC RESPONSES

1. All documents, including e-mails, that show, evidence, or reflect any and all communications between you or anyone acting on your behalf related to or from the Plaintiff from January 1, 2007 to present.

RESPONSE: LIC objects to this Request as overbroad and irrelevant because it is unlimited in scope and, as phrased, could relate to any subject matter, including, but not limited to, communications regarding birthdays, vacations, and lunch plans. LIC further objects to this Request as vague and ambiguous because "show", "evidence" and "reflect" are undefined terms. LIC also objects to this Request as seeking information that is neither relevant to any actual claim or

defense of any party in this case nor likely to lead to the discovery of any admissible evidence because responsive documents, if any, have no tendency to make the existence of any fact that is of consequence to the determination of this action more probable or not, and will not prove or disprove any element of Plaintiff's cause of action for an accounting, which is the sole claim pending against LIC. Subject to these objections and the General Objections set forth above, and to the extent this Request is understood, LIC will produce non-privileged responsive documents related solely to Plaintiff's compensation from 2008 to the present, as Plaintiff has already admitted that he was properly paid by Defendants through 2007, if any such documents exist. *See* Complaint at ¶ 18.

2. All documents, including e-mails, that show, evidence or reflect any and all communications between you and any of the Defendants that mention the Plaintiff, from January 1, 2007 to present.

RESPONSE: LIC objects to this Request as overbroad and irrelevant because it is unlimited in scope and, as phrased, could relate to any subject matter, including, but not limited to, communications regarding birthdays, vacations, and lunch plans. LIC further objects to this Request as vague and ambiguous because "show", "evidence" and "reflect" are undefined terms. LIC also objects to this Request as seeking information that is neither relevant to any actual claim or defense of any party in this case nor likely to lead to the discovery of any admissible evidence because responsive documents, if any, have no tendency to make the existence of any fact that is of consequence to the determination of this action more probable or not, and will not prove or disprove any element of Plaintiff's cause of action for an accounting, which is the sole claim pending against LIC. Subject to these objections and the General Objections set forth above, and to the extent this Request is understood, LIC will produce non-privileged responsive documents related solely to Plaintiff's compensation from 2008 to the present, as Plaintiff has already admitted that he was properly paid by Defendants through 2007, if any such documents exist. *See* Complaint at ¶ 18.

3. All documents, including e-mails, that show, evidence or reflect any and all communications between you and any of the Defendants that are related to the Plaintiff, from January 1, 2007 to present.

RESPONSE: LIC objects to this Request as overbroad and irrelevant because it is unlimited in scope and, as phrased, could relate to any subject matter, including, but not limited to, communications regarding birthdays, vacations, and lunch plans. LIC further objects to this Request as vague and ambiguous because "show", "evidence" and "reflect" are undefined terms. LIC also objects to this Request as seeking information that is neither relevant to any actual claim or defense of any party in this case nor likely to lead to the discovery of any admissible evidence because responsive documents, if any, have no tendency to make the existence of any fact that is of consequence to the determination of this action more probable or not, and will not prove or disprove any element of Plaintiff's cause of action for an accounting, which is the sole claim pending against LIC. Subject to these objections and the General Objections set forth above, and to the extent this Request is understood, LIC will produce non-privileged responsive documents related solely to Plaintiff's compensation from 2008 to the present, as Plaintiff has already admitted that he was properly paid by Defendants through 2007, if any such documents exist. *See* Complaint at ¶ 18.

4. All documents that show, evidence, or reflect any business relationships you have or had with the Plaintiff since January 1, 2007 to the present.

RESPONSE: LIC objects to this as vague and ambiguous because "show", "evidence" "reflect" and "business relationships" are undefined terms. LIC further objects to this Request as seeking information that is neither relevant to any actual claim or defense of any party in this case nor likely to lead to the discovery of any admissible evidence because responsive documents, if any, have no tendency to make the existence of any fact that is of consequence to the determination of this action more probable or not, and will not prove or disprove any element of Plaintiff's cause of action for an accounting, which is the sole claim pending against LIC.

5. All documents that show, evidence, or reflect any compensation, monies, or payment of any nature, made by you or any of the Defendants to the Plaintiff from January 1, 2007 to the present.

RESPONSE: LIC objects to this Request as overbroad and irrelevant because Plaintiff has previously admitted he was properly paid through 2007. *See* Complaint at ¶ 18. LIC also objects to this Request as vague and ambiguous because "show", "evidence" and "reflect" are undefined terms. Subject to these objections and the General Objections set forth above, and to the extent this Request is understood, LIC will produce non-privileged responsive documents related solely to Plaintiff's compensation from 2008 to the present.

6. All documents that show, evidence, or reflect any compensation, monies, or payment of any nature, that is owed by you or any of the Defendants to Plaintiff from January 1, 2007 to the present.

RESPONSE: LIC objects to this Request as overbroad and irrelevant because Plaintiff has previously admitted he was properly paid through 2007. *See* Complaint at ¶ 18. LIC also objects to this Request as vague and ambiguous because "show", "evidence" and "reflect" are undefined terms. Subject to these objections, and to the extent this Request is understood, LIC states that no such documents are presently known to exist.

7. All documents, including, but not limited to, internal memoranda, e-mails, or any other writings, related to payments by you or by any of the Defendants to any agents, employees, officers, independent contractors, or any other person or entity performing work on behalf of any of the Defendants.

RESPONSE: LIC objects to this Request as seeking information that is neither relevant to any actual claim or defense of any party in this case nor likely to lead to the discovery of any admissible evidence because documents relating to payments made to other "agents, employees, officers, independent contractors, or any other person or entity", if any, have no tendency to make the existence of any

fact that is of consequence to the determination of this action more probable or not, and will not prove or disprove any element of Plaintiff's alleged claim or damages. LIC also objects to this Request as vague and ambiguous because "memoranda" and "writings" are undefined terms. LIC further objects to this Request as seeking third-parties' confidential financial information. Subject to these objections and the General Objections set forth above, and to the extent this Request is understood, LIC will produce non-privileged responsive documents related solely to Plaintiff's compensation from 2008 to the present, as Plaintiff has already admitted that he was properly paid by Defendants through 2007. *See* Complaint at ¶ 18.

8. All documents that show, evidence, or reflect any person or entity that has or has had an ownership interest in Defendant ARBITRAGE and/or LIC HOLDINGS, INC., in the past 6 years.

RESPONSE: LIC objects that the temporal scope of this Request is overbroad and irrelevant. LIC further objects to this Request on the grounds that "show" and "evidence" are undefined terms. LIC further objects to this Request as seeking information that is neither relevant to any actual claim or defense of any party in this case nor likely to lead to the discovery of any admissible evidence because responsive documents, if any, have no tendency to make the existence of any fact that is of consequence to the determination of this action more probable or not, and will not prove or disprove any element of Plaintiff's cause of action for an accounting, which is the sole claim pending against LIC. Subject to these objections and the General objections set forth above, and to the extent this Request is understood, LIC will produce non-privileged responsive documents, if any, at a mutually convenient date and time.

9. All documents that show, evidence, or reflect any and all officers of ARBITRAGE and/or LIC HOLDINGS, INC. in the past 6 years.

RESPONSE: LIC objects that the temporal scope of this Request is overbroad and irrelevant. LIC further objects to this Request on the grounds that "show" and "evidence" are undefined terms. LIC further objects to this Request as

seeking information that is neither relevant to any actual claim or defense of any party in this case nor likely to lead to the discovery of any admissible evidence because responsive documents, if any, have no tendency to make the existence of any fact that is of consequence to the determination of this action more probable or not, and will not prove or disprove any element of Plaintiff's cause of action for an accounting, which is the sole claim pending against LIC. Subject to these objections and the General objections set forth above, and to the extent this Request is understood, LIC will produce non-privileged responsive documents, if any, at a mutually convenient date and time.

10. All records of payments made for cell phone usage from January 1, 2007 to present.

RESPONSE: LIC objects to this Request as seeking information that is neither relevant to any actual claim or defense of any party in this case nor likely to lead to the discovery of any admissible evidence because responsive documents, if any, have no tendency to make the existence of any fact that is of consequence to the determination of this action more probable or not, and will not prove or disprove any element of Plaintiff's cause of action for an accounting, which is the sole claim pending against LIC. LIC further objects to this Request as overbroad and irrelevant, as this Request is not limited to a subject matter relevant to this litigation and fails to identify for whom the records are sought or for whom the payments were made.

11. All records concerning medical expenses paid for any person including but not limited to Rachel Walker since January 1, 2007.

RESPONSE: LIC also objects to this Request as seeking information that is neither relevant to any actual claim or defense of any party in this case nor likely to lead to the discovery of any admissible evidence because responsive documents, if any, have no tendency to make the existence of any fact that is of consequence to the determination of this action more probable or not, and will not prove or disprove any element of Plaintiff's cause of action for an accounting, which is the sole claim pending against LIC. LIC further objects to this Request as overbroad and irrelevant, as this Request is not limited to a subject matter relevant to this

litigation. LIC also objects to this Request as seeking third-parties' confidential medical/health information.

12. List of all employees and their compensation since January 1, 2007.

RESPONSE: LIC objects to this Request on the grounds that the temporal scope is overbroad, as Plaintiff has previously admitted he was properly paid through 2007. *See* Complaint at ¶ 18. LIC also objects to this Request as seeking third-parties' confidential financial information. LIC further objects to this Request as seeking information that is neither relevant to any actual claim or defense of any party in this case nor likely to lead to the discovery of any admissible evidence because responsive documents, if any, have no tendency to make the existence of any fact that is of consequence to the determination of this action more probable or not, and will not prove or disprove any element of Plaintiff's cause of action for an accounting, which is the sole claim pending against LIC.

13. List of all participants in any Denied Benefit Pension Plan.

RESPONSE: LIC objects to this Request as seeking information that is neither relevant to any actual claim or defense of any party in this case nor likely to lead to the discovery of any admissible evidence because responsive documents, if any, have no tendency to make the existence of any fact that is of consequence to the determination of this action more probable or not, and will not prove or disprove any element of Plaintiff's cause of action for an accounting, which is the sole claim pending against LIC. LIC further objects to this Request on the grounds that the ten (10) year temporal scope of this Request is overbroad. LIC also objects to this Request as seeking third-parties' confidential financial and employment information. LIC further objects to this Request as vague and ambiguous because "Denied Benefit Pension Plan" is an undefined term.

14. Copies of all 1099's from 2007 to present.

RESPONSE: LIC objects to this Request as overbroad and irrelevant because this Request fails to identify for whom the information is sought. To the extent this Request seeks the production of 1099's for anyone other than Plaintiff, LIC objects to this Request as seeking third-parties' confidential financial and employment information. Subject to these

objections and the General Objections set forth above, LIC will produce non-privileged responsive documents related solely to Plaintiff's compensation from 2008 to the present, as Plaintiff has already admitted that he was properly paid by Defendants through 2007. *See* Complaint at ¶ 18.

15. All statements concerning any profit-sharing plan, including the names of all participants.

RESPONSE: LIC objects to this Request on the grounds that the ten (10) year temporal scope of this Request is overbroad. LIC also objects to this Request as vague and ambiguous because "statements" is an undefined term. LIC further objects to this Request as seeking information that is neither relevant to any actual claim or defense of any party in this case nor likely to lead to the discovery of any admissible evidence because such "statements", if any, have no tendency to make the existence of any fact that is of consequence to the determination of this action more probable or not, and will not prove or disprove any element of Plaintiff's cause of action for an accounting, which is the sole claim pending against LIC. LIC further objects to this Request as seeking third-parties' confidential financial and employment information.

16. Records of any and all payments to Plaintiff since January 1, 2007 to present.

RESPONSE: LIC objects to this Request on the grounds that the temporal scope is overbroad, as Plaintiff has previously admitted he was properly paid through 2007. See Complaint at ¶ 18. Subject to this objection and the General Objections set forth above, LIC will produce non-privileged responsive documents related solely to payments made to Plaintiff from 2008 to the present at a mutually convenience date and time.

Respectfully submitted,
GREENBERG TRAURIG, P.A.
401 East Las Olas Boulevard
Suite 2000
Fort Lauderdale, Florida 33301
Telephone: (954) 765-0500
Facsimile: (954) 765-1477

By: _____
Jon L. Swergold
Fla. Bar No. 108510
swergoldj@gtlaw.com
Kristina L. Ciaffi
Florida Bar No. 0040596
ciaffik@gtlaw.com

Attorneys for Defendants

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the has been sent via e-mail and U.S. Mail to: Peter M. Feaman, Esq.(pfeaman@feamanlaw.com), Kenneth D. Stern, Esq. (kdstern@gmail.com), 3615 W. Boynton Beach Blvd., Boynton Beach, FL 33436 on this 4th day of February, 2013.

_____
KRISTINA L. CIAFFI

FTL 109,084,689v2

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,
Plaintiff,

CASE NO: 50 2012 CA 013933 MB AA

v.

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN and as co-trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,
Defendants.
_____/

PLAINTIFF WILLIAM E. STANSBURY'S MOTION TO COMPEL DEFENDANT LIC HOLDINGS, INC. TO PRODUCE DOCUMENTS RESPONSIVE TO PLAINTIFF'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS

Plaintiff, WILLIAM STANSBURY, by and through his undersigned counsel, hereby moves this Court for an Order compelling Defendant LIC HOLDINGS, INC. ("LIC") to produce the documents requested in Plaintiff's First Request for Production of Documents. As grounds, Plaintiff states that the objections raised by LIC in its response are spurious and without merit. Specific responses to LIC's objections are set forth below.

A. Response to General Objections and General Responses

1. The Plaintiff's First Request for Production of Documents pursuant to Rule 1.350 of the Florida Rules of Civil Procedure. LIC objects to the extent these requests "seek to impose burdens or duties upon LIC that are greater than are required by the Florida Rules of Civil Procedure or applicable law." The bar is relatively low for the scope of discovery, requiring only

that the requested documents be "reasonably calculated to lead to the discovery of admissible evidence." Rule 1.280, Fla. Rules of Civ. Proc. These requests only seek documents that meet this standard, but as objectively determined by the Court, not subjectively determined by LIC.

2. Plaintiff does not seek documents that are subject to either attorney-client or work product privileges. However, subject to the response in 4, below, if LIC claims any documents are protected by either or both privileges, these documents must to listed in a privilege log and made available to the Court for inspection.

4. (Numbering error in LIC Objection) As stated in Response 2, Plaintiff does not seek legitimately privileged documents prepared by LIC counsel for LIC or prepared by LIC in connection with or in anticipation of this litigation. Hence, legal memoranda, drafts of pleadings, attorney notes or communications between counsel and LIC relating to this litigation are not required to be produced. Documents "assembled" by counsel for the purpose of preparing to represent LIC, however, are not automatically privileged and, if the privilege is asserted, these documents should be listed in a privilege log. Other documents, to the extent they include third parties or show a "cc" to counsel, are not privileged and, if the privilege is claimed, should be the subject of a privilege log as well.

5. Plaintiff is not contending that any or all documents to be produced hereunder are automatically admissible into evidence at trial or that LIC, by producing them, has waived the right to object to admissibility. Plaintiff only contends the documents are relevant for discovery purposes at this time.

6. LIC raises a temporal objection to many requests by refusing to produce any documents prior to 2008 on the grounds that Plaintiff admitted he was paid by Defendants through 2007, so allegedly prior records are irrelevant. This objection lacks merit. Plaintiff has

alleged in his Complaint, *inter alia,* breach of oral contract against LIC. Therefore, it is highly relevant for Plaintiff to show documentation from the year immediately preceding the breach as evidence of the breach in ensuing years. In other words, Plaintiff should be permitted to show documents from a year when compensation was paid in full and the oral agreement was honored, and compare it to documentation from subsequent years when the breach occurred and full compensation was withheld and denied. This evidence is relevant to the existence of the oral agreement, its breach and the resulting damages.

7. These General Responses apply to all specific responses set forth below.

B. Response to Objections to Specific Requests

1(a). LIC objects to the language of Plaintiff's question relating to documents that "show, evidence or reflect" communications between LIC or anyone acting on its behalf to or from Plaintiff from January 1, 2007 to present." LIC claims the question is overbroad and vague as the terms "show, evidence and reflect" are undefined. When construing statutory language, in the absence of a definition, the meaning of words of common usage can be ascertained by reference to a dictionary. *Jones v. Williams Pawn & Gun, Inc.,* 800 So. 2d. 267 (Fla. 4th DCA 2001). The same principle applies in this situation. Webster's II New College Dictionary (1999) defines, as is pertinent here, the following: **show:** *"to point out, to manifest, to indicate;"* **evidence:** *"something that indicates;"* **reflect:** *"to manifest as the result of one's actions."* Consequently, this request seeks communications that manifest, indicate or show written communications between the parties. This is not ambiguous or vague. As such, the objection is not well taken and this Court should order that the requested documents be produced.

(b). LIC also objects on relevance grounds. *See,* Plaintiff's response to General Objections and General Responses, number 1, Section A, above. LIC also asserted that the

requested documents were irrelevant in that they were not likely to lead to the discovery of admissible evidence because these documents have no tendency to "make the existence of any fact ... more probable or not, and will not prove or disprove any element of Plaintiff's cause of action for an accounting which is the sole claim pending against LIC." Section 90.402, Fla. Stat. (2012), the Florida Evidence Code, defines relevance for trial purposes as "evidence tending to prove or disprove a material fact." So, in essence, LIC claims the requested documents are not relevant for discovery purposes because they are not admissible under the Evidence Code. This is absurd on its face. The standard for discovery relevance is not its admissibility at trial. This objection should be dismissed out of hand.

(c). Finally, LIC concludes its objection by agreeing to produce "non-privileged responsive documents related solely to Plaintiff's compensation from 2008 to the present..." For the reasons stated above, Plaintiff is entitled to the 2007 documents as well. *See,* Plaintiff's Response to General Objections and General Responses, number 6, above. Additionally, while Plaintiff has raised multiple legitimate claims against LIC in its Complaint, the crux of Plaintiff's case against LIC (contrary to LIC's assertion that an accounting is the sole claim against LIC) is breach of oral contract (*See,* Amended Complaint, Count II). Hence ***all*** written communication between LIC or its agents and Plaintiff are relevant, for discovery purposes, as isolated statements or comments in **any** written communication or response, regardless of the subject matter, is, would or may be likely to lead to evidence of the existence and terms of the subject oral contract. LIC cannot subjectively decide what, in its opinion, is a compensation or relevant communication, then only produce those documents in response to this request. **All** written communications between the parties are relevant for discovery purposes under this request and this Court should order that they be produced.

2. LIC makes the same objections of over breadth, vagueness, ambiguity and relevance to request 2 as were raised in request 1. Please see Plaintiff's responses 1(a), 1(b) and 1(c) of this Section B, above.

3. LIC makes the same objections of over breadth, vagueness, ambiguity and relevance to request 3 as were raised in response to requests 1 and 2. Please see Plaintiff's responses 1(a), 1(b) and 1(c) of this Section B, above.

4. LIC objects to the breadth of the request once again based on the use of the terms "show, evidence and reflect." See Plaintiff's response in 1(a), above. Plaintiff also objects to the use of the term "business relationships" because it is undefined. As above, **relationship** is defined in Webster's II New College Dictionary (1999) as a "*particular state of affairs among people related to or dealing with one another.*" Therefore, the plain and ordinary meaning of all these terms as used in the context of this specific request makes clear that Plaintiff is requesting all documents that show, evidence or reflect business affairs or dealings among the parties, as opposed to personal or social relationships. As a result, this objection is not well taken and this Court should order that the requested documents be produced.

5. LIC makes the same objections of over breadth, vagueness, ambiguity and relevance as were made to requests 1 through 4. Please see Plaintiff's responses 1(a), 1(b) and 1(c) of this Section B, above. The request is clearly directed to all documents that evidence or show the payment of money from LIC or any of the Defendants to Plaintiff. The request is not vague or ambiguous and this Court should order that the requested documents be produced.

6. LIC makes the same objections to vagueness, ambiguity and relevance as were made to requests 1 through 5. Please see Plaintiff's responses 1(a), 1(b) and 1(c) of this Section B, above. The request is clearly directed to all documents that evidence or show that LIC or any

of the Defendants owe money to Plaintiff. The request is not vague or ambiguous and this Court should order that the requested documents be produced.

7. LIC objects to request 7 on relevance grounds. Please see Plaintiff's response to this objection in 1(b) of this section B, above. LIC also objects because the terms "memoranda" and "writings" are vague, ambiguous and undefined. Webster's II New College Dictionary (1999) defines, as is pertinent here, **memorandum or memoranda:** *"a written record or communication, as in a business office, or a short informal note written as a reminder," and* **writing:** *"written form, or characters written or imprinted on a surface, a written work."* Consequently, Plaintiff is requesting any internal memorandums or memoranda or other writings that evidence or relate to payments made to any third party. This is not vague or ambiguous. Additionally, if LIC claims that any such document is confidential for any reason, the documents should be listed in the privilege or a confidentiality log and submitted to this Court for *in camera* inspection. Therefore, LIC's objections should be overruled and this Court should order that the requested documents be produced.

8. LIC makes the same objections to vagueness, ambiguity and relevance as were made to requests 1 through 6. Please see Plaintiff's responses 1(a), 1(b) and 1(c) of this Section B, above. Additionally, LIC makes another temporal scope objection, presumably because the request seeks documents that disclose the identity of all persons with an ownership interest in LIC over the last 6 years. Six years prior would commence the time period at the beginning of 2007, which is the same time period Plaintiff explained was reasonable in this case in its Response to General Objections and General Responses, number 6 in Section A, above. The changes in ownership both before and after the claims for breach of contract (Count II of the Amended Complaint) and the breaches of fiduciary duty (Count III of the Amended Complaint)

accrued are highly relevant to Plaintiff's case as evidence of potential corporate waste. These objections should be overruled and the documents order produced without qualification.

9. LIC makes the same objections to vagueness, ambiguity and relevance as were made to requests 1 through 6. Please see Plaintiff's responses 1(a), 1(b) and 1(c) of this Section B, above. Additionally, LIC makes another temporal scope objection, presumably because the request seeks documents that disclose the identity of all officers of LIC over the last 6 years. Six years prior would commence the time period at the beginning of 2007, which is the same time period Plaintiff explained was reasonable in this case in its Response to General Objections and General Responses, number 6 in Section A, above. The identity of the officers over that period of time, both before and after the claims for breach of contract (Count II of the Amended Complaint) and the breaches of fiduciary duty (Count III of the Amended Complaint) accrued are highly relevant to Plaintiff's case as evidence of potential corporate waste. These objections should be overruled and the documents ordered produced without qualification.

10. LIC objects to request 10 on relevance grounds. Please see Plaintiff's response to this objection in 1(b) of this Section B, above. Additionally, LIC objects to the request for all cell phone payment records on the grounds that the request fails to identify for whom the records are sought or for whom the payments were made. This request is intentionally broad as it seeks all LIC cell phone payment records so that Plaintiff may determine on whose behalf LIC made those payments. Key allegations in this case include breach of fiduciary duty and acts of corporate waste by Ted and Simon Bernstein. *See,* Amended Complaint, Count III, Paragraphs 45 through 59. Plaintiff contends that the Bernsteins were paying out corporate monies to or on behalf of family members and friends that were not legitimate employees or third party

contractors of LIC. Plaintiff is therefore entitled to all documentation that evidences cell phone usage by **any** person for whom LIC made cell phone usage payments.

11. LIC once again raises a relevance objection. Please see Plaintiff's response to this objection in 1(b) of this section B, above. Key allegations in this case include breach of fiduciary duty and acts of corporate waste by Ted and Simon Bernstein. *See,* Amended Complaint, Count III, Paragraphs 45 through 59. Plaintiff contends that the Bernsteins were paying out corporate monies to or on behalf of family members and friends that were not legitimate employees or third party contractors of LIC. Plaintiff is therefore entitled to all documents that evidence or show that LIC paid for medical expenses incurred by persons or entities that were not legitimate employees or contractors of LIC.

12. LIC once again raises a relevance objection. Please see Plaintiff's response to this objection in 1(b) of this section B, above. Key allegations in this case include breach of fiduciary duty and acts of corporate waste by Ted and Simon Bernstein. *See* Amended Complaint, Count III, Paragraphs 45 through 59. Plaintiff contends that the Bernsteins were paying out corporate monies to or on behalf of family members and friends that were not legitimate employees or third party contractors of LIC. Plaintiff is therefore entitled to all documents that evidence or show that LIC potentially paid compensation to individuals that were not legitimate employees or third party contractors of LIC.

13. LIC once again raises a relevance objection. Please see Plaintiff's response to this objection in 1(b) of this section B, above. Key allegations in this case include breach of fiduciary duty and acts of corporate waste by Ted and Simon Bernstein. *See,* Amended Complaint, Count III, Paragraphs 45 through 59. Plaintiff contends that the Bernsteins were paying out corporate monies to or on behalf of family members and friends that were not

legitimate employees or third party contractors of LIC. Plaintiff is therefore entitled to all documents that evidence or show that LIC potentially allowed non-employee friends or family members to participate in the company's Defined Benefit Pension Plan (mistakenly designated "Denied" Benefit Pension Plan in Plaintiff's original request).

14. LIC once again raises a relevance objection. Please see Plaintiff's response to this objection in 1(b) of this section B, above. Key allegations in this case include breach of fiduciary duty and acts of corporate waste by Ted and Simon Bernstein. *See,* Amended Complaint, Count III, Paragraphs 45 through 59. Plaintiff contends that the Bernsteins were paying out corporate monies to or on behalf of family members and friends that were not legitimate employees or third party contractors of LIC. Plaintiff is therefore entitled to all 1099s issued to any employee or contractor so Plaintiff can determine if LIC paid compensation to individuals that were not legitimate employees or third party contractors of LIC.

15. LIC once again raises a relevance objection. Please see Plaintiff's response to this objection in 1(b) of this Section B, above. Key allegations in this case include breach of fiduciary duty and acts of corporate waste by Ted and Simon Bernstein. *See,* Amended Complaint, Count III, Paragraphs 45 through 59. Plaintiff contends that the Bernsteins were paying out corporate monies to or on behalf of family members and friends that were not legitimate employees or third party contractors of LIC. Plaintiff is therefore entitled to all profit-sharing plan statements that show the names of all participants as these statement will or may show that LIC potentially included family members and friends that are not or were not legitimate employees of LIC.

16. Plaintiff seeks all documents and records of all payments made to Plaintiff by LIC since January 1, 2007 to present, without qualification. *See,* Plaintiff's response to LIC's

temporal objection in Plaintiff's response 6 of his Response to General Objections set forth in Section A, above.

WHEREFORE, Plaintiff requests this Honorable Court to overrule Defendant's objections as without merit, order that Defendant respond within 10 days and for an award of reasonable attorneys' fees incurred by Plaintiff in connection with Plaintiff's response to Defendant's frivolous objections.

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that the above and foregoing has been forwarded via e-mail service at swergoldj@gtlaw.com; ciaffik@gtlaw.com; steffesj@gtlaw.com; and FLService@gtlaw.com to Jon Swergold, Esq., Greenberg Traurig, P.A., 401 East Las Olas Blvd., Suite 2000, Fort Lauderdale, FL 33301 this 19 day of February, 2013.

PETER M. FEAMAN, P.A.
3615 W. Boynton Beach Blvd.
Boynton Beach, FL 33436
Tel: 561-734-5552
Fax: 561-734-5554
pfeaman@feamanlaw.com

By: _____
Peter M. Feaman
Florida Bar No.: 0260347

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IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,
Plaintiff,

v.

CASE NO: **50 2012 CA 013933 MB AA**

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN and as co-trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,
Defendants.
_____/

PLAINTIFF'S NOTICE OF SERVING ANSWERS TO DEFENDANTS' SECOND SET OF INTERROGATORIES TO PLAINTIFF

COMES NOW Plaintiff, WILLIAM E. STANSBURY, by and through his undersigned counsel and hereby files his answers to Defendants' Second Set of Interrogatories to Plaintiff, served October 3, 2013.

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that the above and foregoing has been served in hand in open court to Mark R. Manceri, Esq., Mark R. Manceri, P.A., *Attorney for Donald Tescher and Robert Spallina as Co-Personal Representatives of the Estate of Simon Bernstein* and *Bernstein Family Realty,* 2929 E. Commercial Blvd., Suite 702, Fort Lauderdale, FL 33308; and to Alan Rose, Esq., PAGE, MRACHEK, *Attorneys for Defendants, Ted Bernstein, LIC Holdings, Inc, Arbitrage International Management, LLC and the Shirley Bernstein Trust,* 505 So. Flagler Drive, Suite 600, West Palm Beach, FL 33401, on this 12 day of November, 2013.

PETER M. FEAMAN, P.A.
3615 W. Boynton Beach Blvd.
Boynton Beach, FL 33436
Tel: 561-734-5552
Fax: 561-734-5554
pfeaman@feamanlaw.com

By: _____
Peter M. Feaman
Florida Bar No.: 0260347

ANSWERS TO DEFENDANTS' SECOND SET OF INTERROGATORIES

1. Identify by name, address and telephone number of all persons known by you, your agents or attorneys who have any knowledge relating to the allegations made by you in Count II of your Second Amended Complaint dated September 3, 2013.

ANSWER: Simon Bernstein, c/o Mark Manceri, Esq., 2929 E. Commercial Blvd., Suite 702, Ft. Lauderdale, FL 33308; 954-491-7099.

Ted Bernstein, c/o Alan Rose, Esq., 505 So. Flagler Drive, Suite 600, West Palm Beach, FL 33401; 561-355-6991.

Diana Banks, Vice President of Administration of LIC Holdings, Inc. and/or Arbitrage International Management, LLC; 23415 Boca Trace Drive, Boca Raton, FL 33433.

Gerald Lewin, CPA for Defendant companies; CBIZ MHM, LLC, 1675 Military Trail, 5th Floor, Boca Raton, FL 33486; 561-994-5050.

Anthony Messuri, accountant; CBIZ MHM, LLC, 1675 Military Trail, 5th Floor, Boca Raton, FL 33486; 561-994-5050.

Ransom Jones: maintained the books and records of the Defendant companies and would be aware of Plaintiff's compensation structure. Current address unknown.

John Sethman, 11140 Lakeaire Circle, Boca Raton, FL 33498; 561-715-8734.

2. Identify by name, address and telephone number all persons known by you, your agents or attorneys who have any knowledge relating to the allegations made by you in Count III of your Second Amended Complaint dated September 3, 2013.

ANSWER: Simon Bernstein, Ted Bernstein, Deborah Bernstein, Diana Banks, Gerald Lewin, Anthony Messuri, and Ransom Jones, John Sethman.

3. Identify by name, address and telephone number all persons known by you, your agents or attorneys who have any knowledge relating to the allegations made by you in Count VI (numbered as Count V) of your Second Amended Complaint dated September 3, 2013.

ANSWER: Simon Bernstein, Ted Bernstein, Diana Banks, Lindsey Baxley (address unknown), Roger Hoyt (12 Paw Paw Court, Homosassa, FL 34446), Sal Gorge, Delray Beach, FL 561-289-2639, Alliance Financial Group, John Sethman.

4. Identify by name, address and telephone number all persons known by you, your agents or attorneys who have any knowledge relating to the allegations made by you in Count VII of your Second Amended Complaint dated September 3, 2013.

ANSWER: **Simon Bernstein, Ted Bernstein, Diana Banks, Ransom Jones, John Sethman;**

Aegon USA, Inc., 4333 Edgewood Road NE, Cedar Rapids, IA 52499

Hartford Life Insurance Co., P.O. Box 14293, Lexington, KY 40512

Lincoln National Life Insurance Co., 1201 Hays Street, Tallahassee, FL 32301

Massachusetts Mutual Life Insurance Co., 1295 State Street, Springfield, MA 01111

Penn Mutual Life Insurance Co., 600 Dresher Road, Horsham, PA 19044

Phoenix Life Insurance Co., One American Row, Hartford, CT 06102

Transamerica Life Insurance Co., 4333 Edgewood Road NE, MS 3510, Cedar Rapids, IA 52499

5. Identify by name, address and telephone number all persons known by you, your agents or attorneys who have any knowledge relating to the allegations made by you in Count VII of your Second Amended Complaint dated September 3, 2013.

ANSWER: Simon Bernstein, Ted Bernstein, Diana Banks, Gerald Lewin, Anthony Messuri, and Ransom Jones, John Sethman.

6. Identify by name, address and telephone number all persons known by you, your agents or attorneys who have any knowledge relating to the allegations made by you in Count IX of your Second Amended Complaint dated September 3, 2013.

ANSWER: Simon Bernstein and Ted Bernstein, Trustees of the Shirley Bernstein Trust; Trustees of the Bernstein Family Trust; and Deborah Bernstein.

7. Identify by name, address and telephone number all persons known by you, your agents or attorneys who have any knowledge relating to the allegations made by you in Count X of your Second Amended Complaint dated September 3, 2013.

ANSWER: **See #6.**

VERIFICATION

WILLIAM E. STANSBURY

STATE OF FLORIDA)
) ss:
COUNTY OF PALM BEACH)

BEFORE ME, the undersigned authority, personally appeared WILLIAM E. STANSBURY, who is personally known to me or who produced _____ as identification, and who upon being duly sworn, deposes and states that he has read the Answers to the First Set of Interrogatories propounded to him by the Defendants, Donald Tescher and Robert Spallina, as Co-Personal Representatives of the Estate of Simon L. Bernstein, and that the statements contained therein are true and correct to the best of his knowledge.

SWORN TO and SUBSCRIBED before me this 12 day of November, 2013.

MARYANNE KOSKEY
MY COMMISSION # EE 012598
EXPIRES: September 4, 2014
Bonded Thru Notary Public Underwriters

Notary Public
State of FLORIDA

MARYANNE KOSKEY
Printed Name of Notary Public

My Commission expires:

Electronically Filed 11/04/2013 02:45:35 PM ET

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,
Plaintiff,

CASE NO: **50 2012 CA 013933 MB AA**

v.

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN and as co-trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,
Defendants.
_____/

PLAINTIFF'S MOTION FOR EXTENSION OF TIME

COMES NOW Plaintiff, WILLIAM E. STANSBURY, by and through his undersigned counsel and moves for an extension of time to respond to Defendants', Donald R. Tescher and Robert L. Spallina, as Co-Personal Representatives of the Estate of Simon L. Bernstein, Second Set of Interrogatories and requests an additional 20 days in which to respond to the Interrogatories, and as grounds states as follows:

1. On October 3, 2013, Defendants filed and directed a Notice of Serving Second Set of Interrogatories to William E. Stansbury.

2. On October 31, 2013, Plaintiff sent an email request to Attorney Mark Manceri for a 20-day extension of time to answer/respond to Defendants' Second Set of Interrogatories. As of this date, Attorney Manceri has not responded.

3. Plaintiff requires additional time to respond to the Second Set of Interrogatories and therefore files this Motion for Extension of Time up to and including November 25, 2013.

4. This matter is not set for trial and no prejudice will result to Defendants by the granting of this Motion.

WHEREFORE, Plaintiff, WILLIAM E. STANSBURY, requests this Honorable Court for an extension of time to respond to Defendants' Second Set of Interrogatories up through and including November 25, 2013.

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that the above and foregoing has been forwarded via e-mail service at mrmlaw@comcast.net; and mrmlaw1@gmail.com to Mark R. Manceri, Esq., Mark R. Manceri, P.A., *Attorney for Donald Tescher and Robert Spallina as Co-Personal Representatives of the Estate of Simon Bernstein* and *Bernstein Family Realty,* 2929 E. Commercial Blvd., Suite 702, Fort Lauderdale, FL 33308; at arose@pm-law.com and mchandler@pm-law.com to Alan Rose, Esq., PAGE, MRACHEK, *Attorneys for Defendants, Ted Bernstein, LIC Holdings, Inc, Arbitrage International Management, LLC and the Shirley Bernstein Trust,* 505 So. Flagler Drive, Suite 600, West Palm Beach, FL 33401, on this 4th day of November, 2013.

PETER M. FEAMAN, P.A.
3615 W. Boynton Beach Blvd.
Boynton Beach, FL 33436
Tel: 561-734-5552
Fax: 561-734-5554
pfeaman@feamanlaw.com

By: _____
Peter M. Feaman
Florida Bar No.: 0260347

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA

CIVIL DIVISION "AA"

WILLIAM E. STANSBURY,
Plaintiff,

CASE NO: **50 2012 CA 013933 MB AA**

v.

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN and as co-trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,
Defendants.
_____/

ORDER SETTING SPECIAL SET HEARING

The following matter has been specially set for hearing before Judge Peter D. Blanc in Courtroom 11-A of the Palm Beach County Courthouse, 205 North Dixie Highway, West Palm Beach, Florida 33401:

DATE: **Tuesday, November 12, 2013**

TIME: **10:00 a.m. (time allotted: 30 minutes)**

MATTER: **Objection of Defendants, Ted Bernstein, LIC Holdings, Inc. and Arbitrage, LLC to Notice of Production from Non-Party CBIZ MHM, LLC**

and

Objection of Defendants Donald Tescher and Robert L. Spallina, as Co-Personal Representatives of the Estate of Simon L. Bernstein to Notice of Production from Non-Party CBIZ MHM, LLC

THIS MOTION IS SPECIALLY SET AND CANNOT BE CANCELED OR RESET EXCEPT BY COURT ORDER.

It is the intent of this Court to dispose of the subject matter of the specially set motion on the date and time appearing above. Accordingly, counsel must either: (1) be present personally or by telephone conference call at the hearing (telephone appearance must be approved in advance); or (2) submit an agreed order disposing of the motion.

All memoranda, not to exceed ten (10) double spaced pages, with case authority shall be delivered directly to my office no later than seven (7) days in advance of the hearing and should designate the date and time of the hearing which they reference. Arguments shall be limited to a maximum of fifteen (15) minutes per side or less as the Court deems appropriate.

DONE AND ORDERED at West Palm Beach, Palm Beach County, Florida, on this 1 day of November, 2013.

PETER D. BLANC, Circuit Judge

Copies Furnished:

***Alan Rose, Esq.**, Page Mrachek, 505 So. Flagler Drive, Suite 600, West Palm Beach, FL 33401; e-mail: arose@pm-law.com;*
***Mark R. Manceri, Esq.**, Mark R. Manceri, P.A., 2929 E. Commercial Blvd., Suite 702, Fort Lauderdale, FL 33308; e-mail: mrmlaw@comcast.net;*
***Peter M. Feaman, Esq.**, Peter M. Feaman, P.A., 3615 W. Boynton Beach Blvd., Boynton Beach, FL 33436; e-mail: pfeaman@feamanlaw.com;*

"If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Germaine English, Americans with Disabilities Act Coordinator, Palm Beach County Courthouse, 205 North Dixie Highway West Palm Beach, Florida 33401; telephone number (561) 355-4380 at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711."

"Si usted es una persona minusválida que necesita algún acomodamiento para poder participar en este procedimiento, usted tiene derecho, sin tener gastos propios, a que se le provea cierta ayuda. Tenga la amabilidad de ponerse en contacto con Germaine English, 205 N. Dixie Highway, West Palm Beach, Florida 33401; teléfono número (561) 355-4380, por lo menos 7 días antes de la cita fijada para su comparecencia en los tribunales, o inmediatamente después de recibir esta notificación si el tiempo antes de la comparecencia que se ha programado es menos de 7 días; si usted tiene discapacitación del oído o de la voz, llame al 711."

"Si ou se yon moun ki enfim ki bezwen akomodasyon pou w ka patisipe nan pwosedi sa, ou kalifye san ou pa gen okenn lajan pou w peye, gen pwovizyon pou jwen kèk èd. Tanpri kontakte Germaine English, kòòdonatè pwogram Lwa pou ameriken ki Enfim yo nan Tribinal Konte Palm Beach la ki nan 205 North Dixie Highway, West Palm Beach, Florida 33401; telefòn li se (561) 355-4380 nan 7 jou anvan dat ou gen randevou pou parèt nan tribinal la, oubyen imedyatman apre ou fin resevwa konvokasyon an si lè ou gen pou w parèt nan tribinal la mwens ke 7 jou; si ou gen pwoblèm pou w tande oubyen pale, rele 711."

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

IN RE:

ESTATE OF SHIRLEY
BERNSTEIN,
Deceased.
_____/

Case No.: 502011CP000653XXXXSB
Division: IY

ORDER ON WILLIAM E. STANSBURY'S MOTION TO INTERVENE

THIS CAUSE came on to be heard before this Honorable Court upon William E. Stansbury's Motion To Intervene, and the Court having reviewed the file, being duly advised in the premises, it is hereby

ORDERED and ADJUDGED:

1. William E. Stansbury's Motion to Intervene is hereby ~~GRANTED~~ Denied.

2. _____

_____.

DONE and ORDERED in Chambers, West Palm Beach, Palm Beach County, Florida on this ____ day of October, 2013.

_____
Honorable Martin Colin
Circuit Judge

SIGNED & DATED
OCT 23 2013
JUDGE MARTIN COLIN

Copies to:
Alan B. Rose, Esq., Page, Mrachek, Fitzgerald, Rose, Konopka & Dow, 505 S. Flagler Drive, Suite 600, West Palm Beach, FL 33401; arose@pm-law.com
Mark R. Manceri, Esq., Mark R. Manceri, P.A., 2929 E. Commercial Blvd., Suite 702, Fort Lauderdale, FL 33308; mrmlaw@comcast.net; mrmlaw1@gmail.com
Peter M. Feaman, Esq., Peter M. Feaman, P.A., 3615 W. Boynton Beach Blvd., Boynton Beach, FL; service@feamanlaw.com.
Eliot Bernstein, *pro se,* 2753 NW 34th Street, Boca Raton, FL 33434, at *iviewit@iviewit.tv*

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

IN RE:

Case No.: 502011CP000653XXXXSB
Division: IY

ESTATE OF SHIRLEY
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Deceased.
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DONE and ORDERED in Chambers, West Palm Beach, Palm Beach County, Florida on this ____ day of October, 2013.

_____
Honorable Martin Colin
Circuit Judge

SIGNED & DATED
OCT 25 2013
JUDGE MARTIN H. COLIN

Copies to:
Alan B. Rose, Esq., Page, Mrachek, Fitzgerald, Rose, Konopka & Dow, 505 S. Flagler Drive, Suite 600, West Palm Beach, FL 33401; arose@pm-law.com
Mark R. Manceri, Esq., Mark R. Manceri, P.A., 2929 E. Commercial Blvd., Suite 702, Fort Lauderdale, FL 33308; mrmlaw@comcast.net; mrmlaw1@gmail.com
Peter M. Feaman, Esq., Peter M. Feaman, P.A., 3615 W. Boynton Beach Blvd., Boynton Beach, FL; service@feamanlaw.com.
Eliot Bernstein, *pro se,* 2753 NW 34th Street, Boca Raton, FL 33434, at *iviewit@iviewit.tv*

IN THE CIRCUIT COURT FOR
PALM BEACH COUNTY, FLORIDA

PROBATE DIVISION
FILE NO.: 502012CP004391XXXXSB
DIVISION: FRENCH

IN RE: ESTATE OF

SIMON BERNSTEIN

Deceased.
_____/

MOTION TO STRIKE PETITION TO DETERMINE AND RELEASE TITLE OF EXEMPT PROPERTY

COME NOW, Donald R. Tescher and Robert L. Spallina, as Co-Personal Representatives of the Estate of Simon L. Bernstein, by and through their undersigned counsel and hereby file this their Motion to Strike Petition to Determine and Release Title of Exempt Property filed by Eliot Bernstein dated October 10, 2013 and in support thereof state, as follows:

1. Eliot Bernstein, pro se, filed the Petition on October 10, 2013. A copy of said Petition is attached hereto as Exhibit "A" and incorporated herein by reference.

2. A copy of the Will of Simon L. Bernstein dated July 25, 2012, which has been admitted to probate is attached hereto as Exhibit "B" and incorporated herein by reference.

3. Simon L. Bernstein was predeceased by his spouse, Shirley Bernstein.

4. As can be seen, Article I of the Will leaves the Decedent's tangible personal property (i.e. including the subject KIA automobile) equally to his five (5) children identified

MARK R. MANCERI, P.A.● 2929 East Commercial Blvd.● Suite 702 ● Fort Lauderdale, FL 33308 ● (954) 491-7099

in the Will.

5. The Decedent's grandson, Joshua Bernstein, is not included among the class of person(s) entitled to receive exempt property as a share to the Decedent's Estate. See Florida Statute 732.402(1).

6. Additionally, the Petition reflects that the Decedent's other four (4) children were not served with a copy of the Petition.

7. Based on all of the above, the Petition must be stricken.

WHEREFORE, Donald R. Tescher and Robert L. Spallina, as Co-Personal Representatives of the Estate of Simon L. Bernstein hereby request for an Order consistent with the relief requested herein and an award of attorney's fees and costs to be paid by Eliot Bernstein.

MARK R. MANCERI, P.A.
Attorney for Donald R. Tescher and Robert L. Spallina, as Co-Personal Representatives
2929 East Commercial Blvd., Suite 702
Ft. Lauderdale, FL 33308
Telephone: (954) 491-7099
E-mail: mrmlaw@comcast.net
mrmlaw1@gmail.com

By: _____
Mark R. Manceri, Esq.
Florida Bar No. 444560

FILE NO.: 502012CP004391XXXXSB

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by e-mail to the designated address(es) and U.S. mail, as noted, to all parties on the following Service List, this 24th day of October, 2013.

Mark R. Manceri, Esq.

SERVICE LIST

Eliot Bernstein (U.S. mail)
2753 NW 34th Street
Boca Raton, Florida 33434

Theodore Stuart Bernstein (U.S. mail)
Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, Florida 33487

Lisa Sue Friedstein (U.S. mail)
2142 Churchill Lane
Highland Park, IL 60035

Pamela Beth Simon (U.S. mail)
950 North Michigan Avenue, Suite 2603
Chicago, IL 60611

Jill Iantoni (U.S. mail)
2101 Magnolia Lane
Highland Park, IL 60035

COPY
SOUTH COUNTY BRANCH OFFICE
ORIGINAL RECEIVED
OCT 10 2013
SHARON R. BOCK
CLERK & COMPTROLLER
PALM BEACH COUNTY

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF

SIMON L. BERNSTEIN

DECEASED

PROBATE DIVISION

FILE NO. 502012CP004391XXXXSB

DIVISION: FRENCH

PETIONER

ELIOT BERNSTEIN

PRO SE

PETITION TO DETERMINE AND RELEASE TITLE OF EXEMPT PROPERTY

Petitioner, Eliot Ivan Bernstein alleges:

1. Petitioner, whose address is 2753 NW 34th Street, Boca Raton, FL 33434, is the son of the decedent who, on the date of death, was domiciled in Florida.
2. That Petitioner is the father of the minor who is entitled by law to the exempt property is:

   Joshua Bernstein, whose address is 2753 NW 34th Street, Boca Raton, FL 33434, and the grandson of Simon L. Bernstein, whose birthday is August 27, 1997 and is a minor.

3. This petition is filed within the time permitted by Section 732.402(6) of the Florida Probate Court.
4. Petitioner alleges the exempt property and the basis on which it is claimed to be exempt are as follows:

That on August 25, 2012, Simon Bernstein purchased, titled, insured and registered an automobile, in his name, from Delray Kia, 2255 S. Federal Hwy, in Delray Beach FL, for the benefit of his grandson, Joshua Bernstein and paid for the car, title and tags in full. The car is described as:

Silver, 2013 Kia Soul, VIN # KNDJT2A50D7497193, license plate # BGFC36

That on August 26, 2012, after Sunday Brunch together, Simon Bernstein, dressed the car in balloons, and gave the car to his grandson Joshua for his birthday as a surprise, of which, there are several witnesses, pictures and a birthday video. The car was then driven home to Joshua and Petitioner's place of residence and driven for the benefit of Joshua thereafter. This was the last time Joshua saw his grandfather alive and will always be a special memory in his heart forever.

EXHIBIT "A"

That Simon's intentions were to transfer the title of ownership to Joshua when he received the car title via US Postal mail. That on September 13, 2012, Simon Bernstein passed away. Given the short time (2 weeks) in between the two events and the original title to the car not being received in the mail yet, on the date of Simon's death the car was still in his Simon's name and not transferred to Joshua.

Petitioner notified Robert Spallina, the alleged Personal Representative of the Estate of Simon Bernstein, the circumstances and was guaranteed the issue would be resolved.

That at midnight on December 2, 2012 the issue was still not resolved and the registration for the vehicle expired. Petitioner again contacted Robert Spallina and was informed that for no specified reason the postal mail belonging to Simon Bernstein was being forwarded to Joshua's uncle, Ted Bernstein at 880 Berkeley Street in Boca Raton, Florida and to contact him regarding the title and the expired registration notices that were sent in the mail. Immediately after Simon's death, Ted Bernstein took control and possession of all Simon Bernstein's mail, took control and possession of all Simon Bernstein's files, including personal and business related files, including those related to the purchase of the car and is tampering, suppressing and denying them the same. Ted Bernstein refuses to forward the above information to Petitioner after several requests and is in control, refusing to forward, tampering and suppressing the above information to the alleged Personal Representatives, Robert Spallina and Donald Tescher and their law firm Tescher & Spallina, P.A.

That as of this date, October 10, 2013, and beginning on December 2, 2012, the above mentioned gifted automobile has been sitting on the street at 2753 NW 34th Street, Boca Raton, Florida, unregistered, uninsured (at risk to the estate of the Simon Bernstein) and un-drivable by the rightful owner Joshua Bernstein against the wishes of his grandfather, the decedent, Simon Bernstein. That a sixteen year old boy, Joshua Bernstein, has to walk by his automobile every day and be remembered of his grandfather's special gift and those responsible for preventing him from having it, namely his uncle, Ted Bernstein, who ironically shares the same birthday as Joshua, and Robert Spallina and Donald Tescher.

That Robert Spallina, as Personal Representative and counsel for the estate, has refused to resolve this issue and continues to put the estate at risk and breach their fiduciary duties. Due to the Personal Representatives lack of duty and care and abuse of powers that allow Ted Bernstein control and tampering of Simon Bernstein's mail and documents and therefore aiding in suppression, tampering and mis-handling of original documents and titles is causing severe damages and injury to the beneficiaries of the decedent. This seems to be a conspired effort by Ted Bernstein and the Personal Representatives to interfere with the administration of the estate, create disputes among the beneficiaries, generate more legal fees, and cause harm to all involved as other documents are missing as well, including a Life Insurance Trust that is a beneficiary of a life insurance policy currently in litigation in the State of Illinois where Ted Bernstein is trying to convert the proceeds to himself against the insurers request to get a court order from this court. Other documents have been admittedly forged and fraudulent in the administration of the estate of Shirley Bernstein and Fraud on the Court before Hon Judge Martin H. Colin and continues by these same named fiduciary conspirators. From all these actions, Petitioner has lost all trust and faith and comes to this court to remedy these wrong-doings as no other option is available.

Petitioner prays that this Court can rectify the above matter and resolve this issue and demand the original car title be transferred to Joshua Bernstein so that the automobile can be properly titled, registered, insured and drivable by the rightful owner, Joshua Bernstein and stop the anguish and harm these actions are causing, again to a sixteen year old boy.

Petitioner requests that all current fiduciaries including but not limited to Personal Representatives, Estate Counsel and Trustees be removed for this willful, wanton, reckless, and gross negligent behavior and disregard of law by the alleged fiduciaries of the estate and estate counsel.

Petitioner requests that a court order be entered determining the persons entitled to the above-described property as exempt property under Section 732.402 of the Florida Probate Code and authorizing and directing the Personal Representatives to deliver and transfer the title of ownership.

Under penalties of perjury, I declare that I have read the foregoing, and the facts alleged are true, to the best of my knowledge and belief.

Signed on October 10, 2013

Petitioner

Eliot Bernstein

PRO SE

I CERTIFY that a copy hereof has been furnished to:

Ted Bernstein

Donald Tescher Co-Personal Representative of the Estate of Simon Bernstein

Robert Spallina, Co-Personal Representative of the Estate of Simon Bernstein

Robert Spallina c/o Tescher & Spallina, P.A. counsel for the Estate of Simon Bernstein

By _____, on October 10, 2013

WILL OF

SIMON L. BERNSTEIN

Prepared by:

Tescher & Spallina, P.A.
4855 Technology Way, Suite 720, Boca Raton, Florida 33431
(561) 997-7008
www.tescherspallina.com

EXHIBIT "B"

WILL OF

SIMON L. BERNSTEIN

I, SIMON L. BERNSTEIN, of Palm Beach County, Florida, hereby revoke all my prior Wills and Codicils and make this Will. I am a widower, but in the event that I marry subsequent to the execution of this Will, I specifically make no provision for my spouse. My children are TED S. BERNSTEIN, PAMELA B. SIMON, ELIOT BERNSTEIN, JILL IANTONI and LISA S. FRIEDSTEIN.

ARTICLE I. TANGIBLE PERSONAL PROPERTY

I give such items of my tangible personal property to such persons as I may designate in a separate written memorandum prepared for this purpose. I give to my children who survive me, divided among them as they agree, or if they fail to agree, divided among them by my Personal Representatives in as nearly equal shares as practical my personal effects, jewelry, collections, household furnishings and equipment, automobiles and all other non-business tangible personal property other than cash, not effectively disposed of by such memorandum, and if no child of mine survives me, this property shall pass with the residue of my estate.

ARTICLE II. EXERCISE OF POWER OF APPOINTMENT

Under Subparagraph E.1. of Article II. of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008, (the "***Shirley Trust***"), I was granted a special power of appointment upon my death to direct the disposition of the remaining assets of the Marital Trust and the Family Trust established under the Shirley Trust. Pursuant to the power granted to me under the Shirley Trust, upon my death, I hereby direct the then serving Trustees of the Marital Trust and the Family Trust to divide the remaining trust assets into equal shares for my then living grandchildren and distribute said shares to the then serving Trustees of their respective trusts established under Subparagraph II.B. of my Existing Trust, as referenced below, and administered pursuant to Subparagraph II.C. thereunder.

ARTICLE III. RESIDUE OF MY ESTATE

I give all the residue of my estate, including my homestead, to the Trustee then serving under my revocable Trust Agreement dated May 20, 2008, as amended and restated from time to time and on even date herewith (the "***Existing Trust***"), as Trustee without bond, but I do not exercise any powers of appointment held by me except as provided in Article II., above, and in the later paragraph titled "Death Costs." The residue shall be added to and become a part of the Existing Trust, and shall be held under

the provisions of said Agreement in effect at my death, or if this is not permitted by applicable law or the Existing Trust is not then in existence, under the provisions of said Agreement as existing today. If necessary to give effect to this gift, but not otherwise, said Agreement as existing today is incorporated herein by reference.

ARTICLE IV. PERSONAL REPRESENTATIVES

1. **Appointment and Bond.** I appoint ROBERT L. SPALLINA and DONALD R. TESCHER to serve together as my co-Personal Representatives, or either of them alone as Personal Representative if either of them is unable to serve (the "***fiduciary***"). Each fiduciary shall serve without bond and have all of the powers, privileges and immunities granted to my fiduciary by this Will or by law, provided, however, that my fiduciary shall exercise all powers in a fiduciary capacity.

2. **Powers of Personal Representatives.** My fiduciary may exercise its powers without court approval. No one dealing with my fiduciary need inquire into its authority or its application of property. My fiduciary shall have the following powers:

a. Investments. To sell or exchange at public or private sale and on credit or otherwise, with or without security, and to lease for any term or perpetually, any property, real and personal, at any time forming a part of my probate estate (the "***estate***"); to grant and exercise options to buy or sell; to invest or reinvest in real or personal property of every kind, description and location; and to receive and retain any such property whether originally a part of the estate, or subsequently acquired, even if a fiduciary is personally interested in such property, and without liability for any decline in the value thereof; all without limitation by any statutes or judicial decisions, whenever enacted or announced, regulating investments or requiring diversification of investments.

b. Distributions or Divisions. To distribute directly to any beneficiary who is then entitled to distribution under the Existing Trust; to make any division or distribution pro rata or non-pro rata, in cash or in kind; and to allocate undivided interests in property and dissimilar property (without regard to its tax basis) to different shares, and to make any distribution to a minor or any other incapacitated person directly to such person, to his or her legal representative, to any person responsible for or assuming his or her care, or in the case of a minor to an adult person or an eligible institution (including a fiduciary) selected by my fiduciary as custodian for such minor under the Uniform Transfers to Minors Act or similar provision of law. The receipt of such payee is a complete release to the fiduciary.

c. Management. To manage, develop, improve, partition or change the character of or abandon an asset or interest in property at any time; and to make ordinary and extraordinary repairs, replacements, alterations and improvements, structural or otherwise.

d. Borrowing. To borrow money from anyone on commercially reasonable terms, including a fiduciary, beneficiaries and other persons who may have a direct or indirect interest in the

estate; and to mortgage, margin, encumber and pledge real and personal property of the estate as security for the payment thereof, without incurring any personal liability thereon and to do so for a term within or extending beyond the terms of the estate and to renew, modify or extend existing borrowing on similar or different terms and with the same or different security without incurring any personal liability; and such borrowing from my fiduciary may be with or without interest, and may be secured with a lien on the estate assets or any beneficiary's interest in said assets.

e. Lending. To extend, modify or waive the terms of any obligation, bond or mortgage at any time forming a part of the estate and to foreclose any such mortgage; accept a conveyance of encumbered property, and take title to the property securing it by deed in lieu of foreclosure or otherwise and to satisfy or not satisfy the indebtedness securing said property; to protect or redeem any such property from forfeiture for nonpayment of taxes or other lien; generally, to exercise as to such bond, obligation or mortgage all powers that an absolute owner might exercise; and to loan funds to beneficiaries at commercially reasonable rates, terms and conditions.

f. Abandonment of Property. To abandon any property or asset when it is valueless or so encumbered or in such condition that it is of no benefit to the estate. To abstain from the payment of taxes, liens, rents, assessments, or repairs on such property and/or permit such property to be lost by tax sale, foreclosure or other proceeding or by conveyance for nominal or no consideration to anyone including a charity or by escheat to a state; all without personal liability incurred therefor.

g. Real Property Matters. To subdivide, develop or partition real estate; to dedicate the same to public use; to make or obtain the location of any plats; to adjust boundaries; to adjust differences in valuations on exchange or partition by giving or receiving consideration; and, to grant easements with or without consideration as they may determine; and to demolish any building, structures, walls and improvements, or to erect new buildings, structures, walls and improvements and to insure against fire and other risks.

h. Claims. To enforce, compromise, adjust, arbitrate, release or otherwise settle or pay any claims or demands by or against the estate.

i. Business Entities. To deal with any business entity or enterprise even if a fiduciary is or may be a fiduciary of or own interests in said business entity or enterprise, whether operated in the form of a corporation, partnership, business trust, limited liability company, joint venture, sole proprietorship, or other form (all of which business entities and enterprises are referred to herein as "***Business Entities***"). I vest the fiduciary with the following powers and authority in regard to Business Entities:

i. To retain and continue to operate a Business Entity for such period as the fiduciary deems advisable;

ii. To control, direct and manage the Business Entities. In this connection, the fiduciary, in its sole discretion, shall determine the manner and extent of its active participation in the

operation and may delegate all or any part of its power to supervise and operate to such person or persons as the fiduciary may select, including any associate, partner, officer or employee of the Business Entity;

iii. To hire and discharge officers and employees, fix their compensation and define their duties; and similarly to employ, compensate and discharge agents, attorneys, consultants, accountants, and such other representatives as the fiduciary may deem appropriate; including the right to employ any beneficiary or fiduciary in any of the foregoing capacities;

iv. To invest funds in the Business Entities, to pledge other assets of the estate or a trust as security for loans made to the Business Entities, and to lend funds from my estate or a trust to the Business Entities;

v. To organize one or more Business Entities under the laws of this or any other state or country and to transfer thereto all or any part of the Business Entities or other property of my estate or a trust, and to receive in exchange such stocks, bonds, partnership and member interests, and such other securities or interests as the fiduciary may deem advisable;

vi. To treat Business Entities as separate from my estate or a trust. In a fiduciary's accounting to any beneficiary, the fiduciary shall only be required to report the earnings and condition of the Business Entities in accordance with standard business accounting practice;

vii. To retain in Business Entities such net earnings for working capital and other purposes of the Business Entities as the fiduciary may deem advisable in conformity with sound business practice;

viii. To sell or liquidate all or any part of the Business Entities at such time and price and upon such terms and conditions (including credit) as the fiduciary may determine. My fiduciary is specifically authorised and empowered to make such sale to any person, including any partner, officer, or employee of the Business Entities, a fiduciary, or to any beneficiary; and

ix. To guaranty the obligations of the Business Entities, or pledge assets of the estate or a trust to secure such a guaranty.

j. Life Insurance. With respect to any life insurance policies constituting an asset of the estate to pay premiums; to apply dividends in reduction of such premiums; to borrow against the cash values thereof; to convert such policies into other forms of insurance including paid-up insurance; to exercise any settlement options provided in any such policies; to receive the proceeds of any policy upon its maturity and to administer such proceeds as a part of the principal of the estate or trust; and in general, to exercise all other options, benefits, rights and privileges under such policies; provided, however, no fiduciary other than a sole fiduciary may exercise any incidents of ownership with respect to policies of insurance insuring the fiduciary's own life.

k. Reimbursement. To reimburse itself from the estate for all reasonable expenses incurred in the administration thereof.

l. Voting. To vote and give proxies, with power of substitution to vote, stocks, bonds and other securities, or not to vote a security.

m. Ancillary Administration. To appoint or nominate, and replace with or without cause, any persons or corporations, including itself, as ancillary administrators to administer property in other jurisdictions, with the same powers, privileges and immunities as my fiduciary and without bond.

n. Tax Elections. To file tax returns, and to exercise all tax-related elections and options at their discretion, without compensating adjustments or reimbursements between any accounts or any beneficiaries.

3. **Survivorship**. A beneficiary is not deemed to survive me unless he or she survives me by five days.

4. **Death Costs.** My fiduciary shall pay (a) from the residuary estate my debts which are allowed as claims against my estate, (b) from the residuary estate my funeral expenses without regard to legal limitations, (c) from the residuary estate the expenses of administering my estate and (d) from the residuary estate other than the portion of the residuary estate qualifying for the marital deduction under the laws then in effect, without apportionment, all estate, inheritance and succession taxes (excluding generation-skipping taxes other than with respect to direct skips), and interest and penalties thereon, due because of my death and attributable to all property whether passing under this Will or otherwise and not required by the terms of the Existing Trust to be paid out of said trust. However, such taxes, penalties and interest payable out of my residuary estate shall not include taxes, penalties and interest attributable to (i) property over which I have a power of appointment granted to me by another person, (ii) qualified terminable interest property held in a trust of which I was the income beneficiary at the time of my death (other than qualified terminable interest property held in a trust for which an election was made under Code Section 2652(a)(3)), and (iii) life insurance proceeds on policies insuring my life which proceeds are not payable to my probate estate. My fiduciary shall not be reimbursed for any such payment from any person or property. However, my fiduciary in its discretion may direct that part or all of said death costs shall be paid by my Trustee as provided in the Existing Trust, and shall give such direction to the extent necessary so that the gifts made in Article I of this Will and the gifts made in any codicil hereto shall not be reduced by said death costs. If the amount of the above-described taxes, and interest and penalties arising by reason of my death (without regard to where payable from under the terms of this paragraph or applicable law) is increased because of the power of appointment granted to me under Subparagraph II.E.1. of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008, I hereby appoint to my probate estate from the property subject to such power (to the extent allowable under such power) the amount of such increase (calculating such increase at the highest applicable marginal rates) and exercise such power to this extent only, and notwithstanding the other provisions of this paragraph further direct my fiduciary to make payment of such increase in taxes,

interest and penalties to the appropriate taxing authorities from the appointed property or the proceeds thereof. Any trustee holding such appointive property may pay to my fiduciary the amount which my fiduciary certifies as due under this paragraph and is not responsible for the correctness or application of amounts so paid.

5. **Reimbursement for Debts and Expenses**. My fiduciary shall promptly reimburse my friends and members of my family who have disbursed their own funds for the payment of any debts, funeral expenses or costs of administration of my estate.

6. **Expenses of Handling Tangible Personal Property**. All expenses incurred by my fiduciary during the settlement of my estate in appraising, storing, packing, shipping, delivering or insuring an article of tangible personal property passing under this Will shall be charged as an expense of administering my estate.

7. **Dealing with Estate**. Each fiduciary may act under this Will even if interested in my estate in an individual capacity, as a fiduciary of another estate or trust (including any trust identified in this Will or created under the Existing Trust) or in any other capacity. Each fiduciary may in good faith buy from, sell to, lend funds to or otherwise deal with my estate.

8. **Spouse**. The term "*spouse*" herein means, as to a designated individual, the person to whom that individual is from time to time married.

9. **Other Beneficiary Designations**. Except as otherwise explicitly and with particularity provided herein, (a) no provision of this Will shall revoke or modify any beneficiary designation of mine made by me and not revoked by me prior to my death under any individual retirement account, other retirement plan or account, or annuity or insurance contract, (b) I hereby reaffirm any such beneficiary designation such that any assets held in such account, plan, or contract shall pass in accordance with such designation, and (c) regardless of anything herein to the contrary, any of such assets which would otherwise pass pursuant to this Will due to the beneficiary designation not having met the requirements for a valid testamentary disposition under applicable law or otherwise shall be paid as a gift made hereunder to the persons and in the manner provided in such designation which is incorporated herein by this reference.

[remainder of page intentionally left blank]

I have published and signed this instrument as my Will at Boca Raton, Florida, on the 25 day of July, 2012.

SIMON L. BERNSTEIN

This instrument, consisting of this page numbered 7 and the preceding typewritten pages, was signed, sealed, published and declared by the Testator to be the Testator's Will in our presence, and at the Testator's request and in the Testator's presence, and in the presence of each other, we have subscribed our names as witnesses at Boca Raton, Florida on this 27 day of July, 2012. .

[Witness Signature] residing at ROBERT L. SPALLINA 7387 WISTERIA AVENUE PARKLAND, FL 33076 [Witness Address]

Kimberly Moran [Witness Signature] residing at Kimberly Moran 6362 Las Flores Drive Boca Raton, FL 33433 [Witness Address]

State Of Florida

SS.

County Of Palm Beach

I, SIMON L. BERNSTEIN, declare to the officer taking my acknowledgment of this instrument, and to the subscribing witnesses, that I signed this instrument as my will.

SIMON L. BERNSTEIN, Testator

We, Robert L. Spallina and Kimberly Moran, have been sworn by the officer signing below, and declare to that officer on our oaths that the Testator declared the instrument to be the Testator's will and signed it in our presence and that we each signed the instrument as a witness in the presence of the Testator and of each other.

Witness

Kimberly Moran

Witness

Acknowledged and subscribed before me, by the Testator, SIMON L. BERNSTEIN, who is personally known to me or who has produced _____ (*state type of identification*) as identification, and sworn to and subscribed before me by the witnesses, Robert L. Spallina, who is personally known to me or who has produced _____ (*state type of identification*) as identification, and Kimberly Moran, who is personally known to me or who has produced _____ (*state type of identification*) as identification, and subscribed by me in the presence of SIMON L. BERNSTEIN and the subscribing witnesses, all on this 25 day of July, 2012.

Signature - Notary Public-State of Florida

Lindsay Baxley

Print, type or stamp name of Notary Public

[Seal with Commission Expiration Date]

NOTARY PUBLIC-STATE OF FLORIDA
Lindsay Baxley
Commission # EE092282
Expires: MAY 10, 2015
BONDED THRU ATLANTIC BONDING CO., INC.

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,
Plaintiff,

CASE NO: **50 2012 CA 013933 MB AA**

v.

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN and as co-trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,
Defendants.
_____/

PLAINTIFF'S NOTICE OF SERVING ANSWERS TO DEFENDANTS' FIRST SET OF INTERROGATORIES TO PLAINTIFF

COMES NOW Plaintiff, WILLIAM E. STANSBURY, by and through his undersigned counsel and hereby files his answers to Defendants' First Set of Interrogatories to Plaintiff, served June 18, 2013.

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that the above and foregoing has been forwarded via e-mail service at mrmlaw@comcast.net; and mrmlaw1@gmail.com to Mark R. Manceri, Esq., Mark R. Manceri, P.A., *Attorney for Donald Tescher and Robert Spallina as Co-Personal Representatives of the Estate of Simon Bernstein* and *Bernstein Family Realty,* 2929 E. Commercial Blvd., Suite 702, Fort Lauderdale, FL 33308; at arose@pm-law.com and mchandler@pm-law.com to Alan Rose, Esq., PAGE, MRACHEK, *Attorneys for Defendants, Ted Bernstein, LIC Holdings, Inc, Arbitrage International Management, LLC and the Shirley Bernstein Trust,* 505 So. Flagler Drive, Suite 600, West Palm Beach, FL 33401, on this 16 day of October, 2013.

PETER M. FEAMAN, P.A.
3615 W. Boynton Beach Blvd.
Boynton Beach, FL 33436
Tel: 561-734-5552
Fax: 561-734-5554
pfeaman@feamanlaw.com

By: _____
Peter M. Feaman
Florida Bar No.: 0260347

ANSWERS TO DEFENDANTS' FIRST SET OF INTERROGATORIES

1. Identify by name, address and telephone number each person who assisted you, in any way, in answering these Interrogatories.

ANSWER: Peter M. Feaman, Esq., 3615 W. Boynton Beach Blvd., Boynton Beach, FL 33436; tel. 561-734-5552.

2. Identify the name, address and telephone number of each and every person believed or known by you, your agents, or your attorneys to have any knowledge relating to the allegations made in the Amended Complaint filed by you in this cause dated February 12, 2013. In so doing, state with specificity the subject matter and substance of the person's knowledge.

ANSWER:

Simon Bernstein: Donald Tescher and Robert Spallina, Co-Personal Representatives of the Estate of Simon Bernstein, c/o Mark Manceri, Esq., 2929 E. Commercial Blvd., Suite 702, Fort Lauderdale, FL 33308; 954-491-7099.

Ted Bernstein: c/o Alan Rose, Esq., 505 So. Flagler Drive, Suite 600, West Palm Beach, FL 33401; 561-355-6991.

Diana Banks: Vice President of Administration of LIC Holdings, Inc. and/or Arbitrage International Management, LLC. She may have knowledge of the financial transactions which are the subject matter of the Second Amended Complaint. Current address: 23415 Boca Trace Drive, Boca Raton, FL 33433.

Gerald Lewin: CPA for Defendant companies. Has knowledge of the finances of the Defendant companies as outside CPA for them; did financial analysis for Defendant companies concerning compensation of Defendants Simon Bernstein and Ted S. Bernstein. CBIZ MHM, LLC, 1675 Military Trail, 5th Floor, Boca Raton, FL 33486, 561-994-5050

Anthony Messuri: CPA for Defendant companies. Has knowledge of the finances of Defendant companies as outside CPA for them; did financial analysis for Defendant companies concerning compensation of Defendants Simon Bernstein and Ted S. Bernstein. CBIZ MHM, LLC, 1675 Military Trail, 5th Floor, Boca Raton, FL 33486, 561-994-5050

Lindsey Baxley: aware of the conversion of the checks which are the subject matter (in Count VI – incorrectly referred to as Count V) found on page 17 of the Complaint and

Count VII and VIII found on pages 18 and 19 of the Second Amended Complaint. Current address unknown.

Ransom Jones: maintained the books and records of the Defendant companies and would be aware of Plaintiff's compensation structure. Current address unknown.

Roger Hoyt: He sent a cashier's check to Plaintiff at the offices of Defendant corporations for compensation for an unrelated business transaction, which funds were then converted, as set forth in Counts VI, VII and VIII. Current address: 12 Paw Paw Court, Homosassa, FL 34446

Sal Gorge, Delray Beach, FL 561-289-2639

Alliance Financial Group: Sent a renewal commission to Plaintiff at the Defendant's business address for a disability income policy sold by Plaintiff in a business transaction unrelated to his business relationship with Defendants, which check was then converted by Defendants as more particularly set forth in Counts VI, VII and VIII.

3. List every incident or occurrence after January 1, 2006 in which you believe that the Decedent perpetrated a fraud upon you. Please identify the details of each incident or occurrence, including the nature, date and location of each incident or occurrence as well as the name, address and the phone number of all witnesses of each incident or occurrence.

ANSWER: STANSBURY has worked in the insurance industry for virtually all of his adult life. After 30 years, he had become well-known and highly regarded by major insurance companies, their principals and others throughout the insurance industry, at all levels thereof, as well as by professionals, including attorneys, CPA's, financial advisors, wealth managers and others who were involved in serving, or otherwise dealing with insurers, insurance brokers and life insurance products. SIMON BERNSTEIN dealt at sophisticated levels of the insurance industry and specialized in developing and marketing insurance concepts suitable for persons of high net worth to incorporate into their wealth management and estate planning. TED BERNSTEIN, the son of SIMON BERNSTEIN, was also involved in selling life insurance products in conjunction with attorneys, CPAs and other professionals, to be incorporated into high net worth individuals' financial and estate planning. TED BERNSTEIN, acting on his behalf and on behalf of, and in concert with, SIMON BERNSTEIN, approached STANSBURY in 2003, urging STANSBURY to spearhead the marketing of a unique insurance concept, newly developed, which was designed for use in the financial and estate planning of high net worth individuals. TED BERNSTEIN told STANSBURY that he knew of STANSBURY's expertise and reputation in the insurance and related industries and that STANSBURY was skilled at and accustomed to speaking and marketing insurance products to groups of professionals. He realized that STANSBURY, because of his knowledge, reputation and abilities, would be well suited to market this concept nationwide through prominent and experienced professionals. In 2006, SIMON BERNSTEIN and TED BERNSTEIN

(collectively, "BERNSTEIN" or the "BERNSTEINS") were sole shareholders of Defendants LIC Holdings and ARBITRAGE for the purpose of marketing and selling certain life insurance products to high net worth individuals for their wealth management and estate planning needs. STANSBURY agreed to become an employee of LIC Holdings, Inc. and ARBITRAGE and agreed to a salary of 15% of net retained commissions received on all products sold, including renewals. STANSBURY at this time was responsible for, among other duties, calculating, on a monthly basis, the commissions due him in connection with new business generated in the current year and renewals on business generated in previous years. STANSBURY traveled throughout the United States, generating ever-increasing sales and generating large commissions. By 2006, nationwide sales were resulting in substantial commissions on new policies and renewal commissions.

Also in 2006, SIMON BERNSTEIN, acting on his behalf and on behalf of, and in concert with, TED BERNSTEIN, told STANSBURY that STANSBURY was being rewarded for his efforts and the explosive growth of the business, such that he would receive a 10% ownership interest in LIC Holdings, Inc. STANSBURY has sued both LIC Holdings and ARBITRAGE because the BERNSTEINS represented that his employment relationship was with LIC Holdings, the company in which he owned a 10% interest, but STANSBURY'S W-2 statements were issued by ARBITRAGE as his employer. In February of 2008, SIMON BERNSTEIN, acting on his behalf and on behalf of, and in concert with TED BERNSTEIN, approached STANSBURY and told him his time would be better spent building the business rather than performing monthly calculations of income. The plan proposed was that, rather than STANSBURY performing computations on a monthly basis as to how much should be paid to him based upon 15% of the net retained commissions derived from both new policies sold and renewals from previous years, the BERNSTEINS and STANSBURY all would forego monthly payouts and defer compensation until the end of 2008, when year-end computations could be made. It was represented that in December, year-end computations would be made and salaries would be paid in December 2008 or January of 2009. It was specifically represented to STANSBURY that:

a) neither SIMON BERNSTEIN, TED BERNSTEIN nor STANSBURY would take any compensation during fiscal year 2008 but rather they all would wait until the year-end accounting was performed in December of 2008 or January, 2009;

b) SIMON BERNSTEIN, TED BERNSTEIN, and STANSBURY would each be paid a minimum salary of $1,000,000 at year end, and STANSBURY'S salary was to be applied against his earned commissions of 15%. Any compensation due STANSBURY over and above the $1,000,000 would be paid as a distribution on his stock ownership interest in LIC Holdings.

In January of 2008, STANSBURY was paid $420,018 for commissions earned on some, but not all, 2007 sales. Additionally, STANSBURY was not, and has never been, paid the commissions due him on sales in 2008 and thereafter, and he was not and has never been paid the renewal commissions due him on sales made in previous years that were paid to LIC Holdings or ARBITRAGE in 2008 and thereafter, other than a nominal payment of $30,000 made in 2010. When STANSBURY was not paid as agreed in late 2008/2009 and thereafter, SIMON BERNSTEIN and TED BERNSTEIN, on behalf of and in concert with each other, stated to STANSBURY that salary and ownership distributions due and owing to SIMON BERNSTEIN, TED BERNSTEIN and STANSBURY would be

deferred to a future time. This deferral of payment was represented to be important because of the virtual collapse of the capital lending markets in 2008, and it was necessary to retain the funds in the corporate bank accounts to demonstrate to potential lenders the financial stability of the companies. The statements were false. They were made by SIMON BERNSTEIN and TED BERNSTEIN, in concert with each other, with knowledge of their falsity and with the intention of never fulfilling such promises. Despite the representations to STANSBURY, SIMON BERNSTEIN and TED BERNSTEIN, as officers and majority shareholders of LIC Holdings and ARBITRAGE, authorized LIC Holdings and/or ARBITRAGE to pay themselves $3,756,229.00 and $5,225,825.00, respectively, in 2008. STANSBURY received no compensation for first year commissions and renewal commissions due him in 2008. The net retained commissions by LIC Holdings and ARBITRAGE, not including renewals, for 2008 were approximately $13,442,549.00. Beginning late in 2007 or early in 2008, and continuing through at least 2012, LIC Holdings and/or ARBITRAGE became the alter ego of SIMON BERNSTEIN and TED BERNSTEIN, as officers and majority shareholders, in that they disregarded corporate structure and wrongfully diverted, converted and depleted corporate assets of LIC Holdings and ARBITRAGE for their own personal benefit and the benefit of Bernstein family trusts and other entities. Those trusts have since invested some of these wrongfully diverted and converted corporate assets in real estate. Throughout 2009, SIMON BERNSTEIN and TED BERNSTEIN continued to make false statements to STANSBURY to hide the fact that LIC Holdings and/or ARBITRAGE was their alter ego, in that they converted corporate property and corporate assets of LIC and/or ARBITRAGE for their own personal benefit in 2008, 2009 and thereafter, all to the exclusion and financial detriment of STANSBURY, all the while fraudulently representing to STANSBURY that no money was being paid as salary or distributions to SIMON BERNSTEIN, TED BERNSTEIN or STANSBURY because it was necessary to hold the funds in the corporate bank accounts to show to potential lenders the financial stability of the company.

STANSBURY relied upon these continuing misrepresentations of Defendants to his detriment. Because STANSBURY was told that potential funding sources for the business needed to see that capital of the company was available, he took no action when he did not receive any compensation for 2009 and was paid only $30,000 in 2010. In order to continue their scheme to defraud, SIMON BERNSTEIN and TED BERNSTEIN failed to supply financial information to STANSBURY concerning LIC Holdings or ARBITRAGE. In furtherance of their scheme to deprive STANSBURY of salary he had earned and shareholder distributions to which he was entitled, SIMON BERNSTEIN and TED BERNSTEIN intercepted mail addressed to STANSBURY, removing commission checks representing commissions due to STANSBURY, deposited the funds into their own accounts and otherwise converted the funds. SIMON BERNSTEIN and TED BERNSTEIN also opened STANSBURY's mail containing checks payable to him which were unrelated to them and the businesses. On December 22, 2011, the Defendants BERNSTEIN, with knowledge of STANSBURY's health issues and his debilitated condition, decided to take advantage of and deceive STANSBURY further. STANSBURY had for years been given K-1 statements reflecting his 10% ownership of LIC Holdings. At that time, TED BERNSTEIN told STANSBURY that the company accountant had discovered a potential significant taxable event which could cause STANSBURY, as one of the owners of LIC Holdings to pay taxes on phantom income. TED BERNSTEIN promised that if STANSBURY would sign a paper ceding his 10% interest in LIC Holdings, he would not have to pay the tax if in fact the tax was due. TED BERNSTEIN promised he

would hold the paper, promising it would not become operative until STANSBURY and the Defendants BERNSTEIN discussed the situation further in the first quarter of 2012.

Because of the misrepresentations, willful concealments of material facts, duplicity and deceit practiced by Defendants upon STANSBURY, STANSBURY reasonably believed that Defendants had complied, or intended to comply with their obligations to STANSBURY under the contract between them. By the second quarter of 2012, STANSBURY developed the belief that the BERNSTEINS' representations over the years were wholly false and he sought legal counsel.

SIMON BERNSTEIN and TED BERNSTEIN intended for STANSBURY to rely on such statements that he would be ultimately be paid for his productivity in order to induce him into continuing his productive and revenue-generating sales activity as an employee of LIC Holding and/or ARBITRAGE and fraudulently created for STANSBURY the false expectation that STANSBURY would be paid as agreed. STANSBURY in fact relied to his detriment on these false statements and was induced thereby to remain in his employment relationship with LIC Holdings and ARBITRAGE as he continued to sell, with the expectation of payment, products and generate revenue for LIC Holdings and/or ARBITRAGE until 2012, and was further induced not to pursue from LIC Holdings and/ARBITRAGE his right to payment of all amounts due him until after SIMON BERNSTEIN and TED BERNSTEIN had diverted and converted corporate assets for their personal benefit, rendering LIC Holdings, and possibly ARBITRAGE, insolvent. STANSBURY was injured thereby as he was not and has not been compensated for his revenue-generating sales and other performance, and did not seek alternative employment, as a proximate result of his detrimental reliance on these false statements.

The ceding of his shares in LIC Holdings, Inc. was procured by fraud and STANSBURY relied upon the representations made by BERNSTEIN with regard to signing the document apparently ceding his stock. It was reasonable for STANSBURY to rely on the representations made by BERNSTEIN because at that time STANSBURY was unaware of the breaches of fiduciary duty and breaches of the oral contract that had taken place. As a result of STANSBURY's reliance, STANSBURY has been damaged by the loss of 10% of the shares of LIC Holdings and the rights and remedies to a shareholder related thereto. In addition, SIMON and TED BERNSTEIN promised, and represented to me, that I would be indemnified and held harmless and otherwise reimbursed if claims were made by the issuer of any insurance policies for chargebacks of any commissions or any agents on whose behalf we were receiving commissions and then remitting those commissions to the sub-agents. One sub-agent by the name of Salvatore Gorge had been receiving his portion of renewal commissions on a regular and periodic basis until 2011 at which time Defendants SIMON BERNSTEIN and TED BERNSTEIN, LIC HOLDINGS and ARBITRAGE failed and refused to pay to Mr. Gorge his percentage of a renewal commission received by me, and which I tendered to Defendants. Mr. Gorge approached me demanding his percentage commission as had been paid to him regularly for the past years leading up to 2011. I presented the request of Mr. Gorge to Defendants, SIMON BERNSTEIN and TED BERNSTEIN, and they promised that they would in fact pay Mr. Gorge as had been the custom for the past number of years. Notwithstanding their promises and representations for payment to Mr. Gorge, they failed and refused to pay any sums to Mr. Gorge for a renewal commission paid in 2011. Mr. Gorge made demand upon me, as agent of record, to pay him and threatened to bring legal action against me if the funds were not paid. I then personally paid Mr. Gorge the sum of approximately

$1,200.00. Defendants SIMON BERNSTEIN and TED BERNSTEIN have still not performed or lived up to their promises for such reimbursement and I believe that if any other claims are to be made, the Defendants will continue to refuse to perform as promised.

4. Please describe in detail your involvement in the Decedent's business affairs on or after January 1, 2006. Your answer should include, but not be limited to, a detailed description of all duties that you undertook in connection with performing services, paying bills, expenses, balancing checkbooks, writing checks, and receiving deposits or other income. Describe in detail how you became involved in the Decedent's business affairs. The term "business" shall be deemed to include all of the named Corporate and LLC Defendants.

ANSWER: I met Simon Bernstein ("Si") in the late spring of 2003. His son, Ted Bernstein, introduced me to him. Ted and I first met in the spring of 2003. At that time, Ted was promoting a financed, single premium life insurance policy referred to as the ALPS program. Ted was promoting the ALPS program to clients of the firm with which I was associated. Because I had a background in life insurance, I was asked by the firm to review the ALPS program and determine if it was suitable for clients of the firm. At a meeting with Ted Bernstein, he asked me if I knew the Chicago based law firm Kirkland & Ellis (K&E). I told him I was familiar with the name but did not know anyone at the firm. He gave me an overview of an estate-planning concept that K&E had developed, referred to as the contingent private annuity strategy (cpas). He told me that typically significant amounts of life insurance were needed to effectuate the plan. He told me that K&E had an interest in selling the work product for cpas and that they had preliminary conversations with Ted and his father to market cpas on a national basis. Ted shared with me that he was a single father of three children and that he had no interest in introducing a new sales concept to independent agents/brokers and furthermore had no interest in travelling around the country. He further told me that his father had retired from his life insurance career years before as a result of poor health. He had sold his business STP (owner of the ALPS financing program) to his daughter and had signed a non-compete. Ted told me that Si was not physically able to travel on a regular basis. Ted asked me to come into their office in Boca Raton and meet his father and learn more about cpas. Si shared with me that he had been out of the life insurance business for a while and other than an occasional sale by Ted there wasn't much going on in the office. We spent a good deal of time talking about the "good old days" in the life insurance business. He shared with me the successes he had over the years with concepts that he created and marketed to wealthy individuals. He thought the cpas program could be more successful than any of his prior programs but it needed someone to run the program and travel around the country – something that neither he nor Ted were interested in doing. I asked if he could provide me with more technical information on cpas so that I could further understand the planning concept and determine if it was something I thought I could successfully market. He provided me with a copy of the cpas memorandum after I agreed to sign a non disclosure agreement. We met several more times to discuss the program, suitable insurance contracts, appropriate insurance company partners, etc. The more time we spent together the more we recognized that his skill set and my skill set were complimentary. We ultimately agreed that I would join Si and market cpas. He negotiated a deal with K&E and had one of his companies, National Service Association (NSA), as the business entity that would market and service cpas. I was given the title of Executive Vice President, National Service Association. Si told me that he would not pay me a salary or benefits but agreed to pay me

a percentage of the commission developed on each case. We agreed that my commission payments were on all commissions earned in the first year and all subsequent renewal years. My relationship with NSA was as an independent contractor. Si required me to be in his office location but he did not have a private office, desk, credenza, etc for me. He set up a 6 foot cafeteria lunch table for me to work from in the open part of the office and allowed me to use an old armoire for storage. He provided me with a computer and a telephone. I created the printed marketing material, power point presentations, seminar material and flow charts to help explain the concept to agents, brokerage general agents, independent marketing organizations, insurance companies, financial planners, attorneys and accountants. In subsequent months, I spoke to agents/advisors/insurance company representatives at seminars in San Francisco, Los Angeles, San Diego, Del Mar, Phoenix, Dallas, Houston, Chicago, Miami, Orlando, Washington D.C., Philadelphia and Boston. Additionally, I conducted teleconference seminars to agents/advisors/insurance company representatives located throughout the country. I introduced the cpas program and promoted the "brand" of NSA and Life Insurance Concepts to thousands of top quality agents and general agents from coast to coast. My professional credentials – Chartered Life Underwriter (CLU), and Chartered Financial Consultant (ChFC), as well as my many years in the life insurance business (29 years at that time), provided needed credibility with agents, general agents, advisors and life insurance companies to launch a new estate planning concept from a firm with no national brand name recognition in the estate planning market.

In the late summer of 2006, Si, Ted and I had a meeting in the office. Si told me that he had created LIC Holdings, Inc (LIC). He told me that LIC would be the parent company for all affiliated companies, both current and future, and that he, Ted and I would be the only stockholders. In recognition of what I had done to build the business over the prior 3 years, I would be given 10% of the stock of LIC. He did share with me later that for personal estate planning purposes he decided to give 12% of his stock to his 10 grandchildren in equal shares (1.2% to each grandchild). Additionally, my employment status would change from independent contractor to employee of Arbitrage International Management (AIM). I would be paid a salary equal to 15% of the total net retained commissions (NRC), to include first year, plus excess and renewal commissions received by AIM. We defined NRC to equal the total commissions received from all sources minus any agreed payments to agents/brokers/other advisors minus the cost of the capital if any. My position title changed from Executive Vice President, NSA to Vice President Sales, Life Insurance Concepts. This position had me doing a multitude of things that would include but not be limited to:

1) Tracking commission income due from all sources that would include but not be limited to insurance companies, independent brokerage general agencies, career agencies, independent marketing organizations, and agents.
2) Developing marketing material used for estate planning/wealth transfer concepts.
3) Meeting with/speaking with prospects/clients.
4) Prepared cpas calculations and discussed cpas program with agents/advisors/insurance companies.
5) Reporting to Phoenix insurance company their cases that were paid for the month.
6) Served as agent of record for some commissions due on cases financed through Cambridge Finance Company.
7) Prepared monthly bonus/commission compensation report for employees.

8) Met with banks/capital sources.
9) Reviewed client facts with agents/clients/internal staff to help develop sales solutions to meet client goals and objectives.
10) Dealt with client/agent service requests.
11) Discussed underwriting offers with general agents/insurance companies.
12) Office resource for advanced sales designs, annuities, long-term care insurance, disability insurance, pension planning.
13) Office liaison for insurance company home office and field office representatives.
14) Prepared insurance company sales illustrations for use by agents with prospective clients.
15) Spoke at company sponsored premium finance schools regarding cpas.
16) Worked with Si to develop new concepts for the firm to market.
17) Participated on telephone conferences with LIC national sales directors.

6. State the identify of each and every person who you have reason to believe may now have or may previously have had any knowledge concerning the circumstances relating to the allegations made by you in paragraph 31 of the Amended Complaint filed by you in this cause dated February 12, 2013. For each such person, state the following: (2) name; (b) address; (c) telephone number; (d) the nature of such knowledge; and (e) the date such knowledge was acquired.

ANSWER: Simon Bernstein: c/o Donald Tescher and Robert Spallina, Co-Personal Representatives of the Estate of Simon Bernstein, c/o Mark Manceri, Esq., 2929 E. Commercial Blvd., Suite 702, Fort Lauderdale, FL 33308; 954-491-7099.

Ted Bernstein: c/o Alan Rose, Esq., 505 So. Flagler Drive, Suite 600, West Palm Beach, FL 33401; 561-355-6991.

8. Identify each and every gift, check, cash payment, mortgage, loan, or advance of $500.00 or more made by the Decedent to you, any member of your family, or any business of which you are or were an owner, investor, shareholder or creditor on or after January 1, 2006. For each such item, furnish the date, who the payment was made to, the amount, the form of the payment (in cash, check, property, etc.), the purpose of the payment, and whether it was ever repaid.

ANSWER: To the best of my knowledge and belief, I received a gift from Simon Bernstein of a painting depicting a firefighter because my son is a firefighter, painted by Michael Israel in or around 2007, the value of which is unknown.

VERIFICATION

WILLIAM E. STANSBURY

STATE OF FLORIDA)
) ss:
COUNTY OF PALM BEACH)

BEFORE ME, the undersigned authority, personally appeared WILLIAM E. STANSBURY, who is personally known to me or who produced _____ as identification, and who upon being duly sworn, deposes and states that he has read the Answers to the First Set of Interrogatories propounded to him by the Defendants, Donald Tescher and Robert Spallina, as Co-Personal Representatives of the Estate of Simon L. Bernstein, and that the statements contained therein are true and correct to the best of his knowledge.

SWORN TO and SUBSCRIBED before me this 15th day of October, 2013.

MARYANNE KOSKEY
MY COMMISSION # EE 012598
EXPIRES: September 4, 2014
Bonded Thru Notary Public Underwriters

Maryanne Koskey
Notary Public
State of FLORIDA

MARYANNE KOSKEY
Printed Name of Notary Public

My Commission expires:

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,

Plaintiff,

vs.

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as Co-Personal Representatives of the ESTATE OF SIMON L. BERNSTEIN and as Co-Trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,

Defendants.
_____/

CIVIL DIVISION

CASE NO: 502012CA013933 MB AA

DIVISION: BLANC

ANSWER, AFFIRMATIVE DEFENSES AND COUNTERCLAIM TO SECOND AMENDED COMPLAINT

COME NOW, Defendants, Donald R. Tescher and Robert L. Spallina, as Co-Personal Representatives of the Estate of Simon L. Bernstein (hereinafter the "Defendants"), by and through their undersigned counsel and hereby files this their Answer, Affirmative Defenses and Counterclaim to Second Amended Complaint and in support thereof state, as follows:

ANSWER

1. Paragraph 1 is admitted solely for jurisdictional purposes.

2. The Defendants are presently without sufficient knowledge to either admit or deny the allegations in paragraph 2.

MARK R. MANCERI, P.A.● 2929 East Commercial Blvd.● Suite 702 ● Fort Lauderdale, FL 33308 ● (954) 491-7099

3. Paragraph 3 is Admitted.

4. Paragraph 4 is admitted solcly to the extent of the record in the Estate of Simon L. Bernstein, Case No. 502012CP004391.

5. Paragraph 5 is Admitted.

6. Paragraph 6 is Admitted.

7. Paragraph 7 is Admitted.

8. Paragraph 8 is Denied.

9. Paragraph 9 is admitted solely for jurisdictional purposes.

10. Defendants are presently without sufficient knowledge to either admit or deny the allegations in paragraph 10.

11. Paragraph 11 is Admitted.

12. Paragraph 12 is Admitted.

13. Defendants are presently without sufficient knowledge to either admit or deny the allegations in paragraph 13.

14. Defendants are presently without sufficient knowledge to either admit or deny the allegations in paragraph 14.

15. Paragraph 15 is Admitted.

16. Defendants are presently without sufficient knowledge to either admit or deny the allegations in paragraph 16.

17. Defendants are presently without sufficient knowledge to either admit or deny the

allegations in paragraph 17.

18. Paragraph 18 is admitted solely to the extent that the Plaintiff, at some point in time, became a 10% shareholder.

19. Paragraph 19 is Denied.

20. Paragraph 20 is Denied.

21. Paragraph 21 is Denied.

22. Defendants are presently without sufficient knowledge to either admit or deny the allegations in paragraph 22.

23. Paragraph 23 is Denied.

24. Paragraph 24 is Denied.

25. Paragraph 25 is Denied.

26. Paragraph 26 is Denied.

27. Paragraph 27 is Denied.

28. Paragraph 28 is Denied.

29. Paragraph 29 is Denied.

30. Paragraph 30 is Denied.

31. Paragraph 31 is admitted solely to the extent that the Plaintiff, at some point in time, was no longer a 10% shareholder.

32. Paragraph 32 is Denied.

33. Paragraph 33 is Denied.

34. Defendants are presently without sufficient knowledge to either admit or deny the allegations in paragraph 34.

COUNT I

35. No response is required from the Defendants with respect to paragraph 35.

36. No response is required from the Defendants with respect to paragraph 36.

37. No response is required from the Defendants with respect to paragraph 37.

COUNT II

38. Defendants reaver and incorporated herein their responses 1-37 above.

39. Paragraph 39 is Denied.

40. Defendants are presently without sufficient knowledge to either admit or deny the allegations in paragraph 40.

41. Defendants are presently without sufficient knowledge to either admit or deny the allegations in paragraph 41.

42. Paragraph 42 is Denied.

43. Paragraph 43 is Denied.

44. Paragraph 44 is Denied.

45. Paragraph 45 is Denied.

46. Paragraph 46 is Denied.

COUNT III

47. Defendants reaver and incorporate herein their responses 1-46 above.

48. Defendants are presently without sufficient knowledge to either admit or deny the allegations in paragraph 48.

49. Paragraph 49 is Denied.

50. Paragraph 50 is Denied.

51. Paragraph 51 is Denied.

52. Paragraph 52 is Denied.

COUNT IV

53. No response is required from the Defendants with respect to paragraph 53.

54. No response is required from the Defendants with respect to paragraph 54.

55. No response is required from the Defendants with respect to paragraph 55.

56. No response is required from the Defendants with respect to paragraph 56.

57. No response is required from the Defendants with respect to paragraph 57.

COUNT V

58. Defendants reaver and incorporate herein their responses 1-57 above.

59. Paragraph 59 is Denied.

60. Paragraph 60 is Denied.

61. Paragraph 61 is Denied.

62. Paragraph 62 is Denied.

63. Paragraph 63 is Denied.

COUNT VI (STATED AS V IN THE SECOND AMENDED COMPLAINT)

64. No response is required from the Defendants with respect to paragraph 64.

65. No response is required from the Defendants with respect to paragraph 65.

66. No response is required from the Defendants with respect to paragraph 66.

67. No response is required from the Defendants with respect to paragraph 67.

68. No response is required from the Defendants with respect to paragraph 68.

69. No response is required from the Defendants with respect to paragraph 69.

COUNT VII

70. Defendants reaver and incorporate herein their responses 1-69 above.

71. Paragraph 71 is Denied.

COUNT VIII

72. Defendants reaver and incorporate herein their responses 1-71 above.

73. Paragraph 73 is Denied.

74. Paragraph 74 is Denied.

75. Paragraph 75 is Denied.

76. Paragraph 76 is Denied.

77. Paragraph 77 is Denied.

78. Paragraph 78 is Denied.

COUNT IX

79. Defendants reaver and incorporate herein their responses 1-78 above.

80. Paragraph 80 is Denied.

81. Paragraph 81 is Denied.

82. Paragraph 82 is Denied.

83. Paragraph 83 is Denied.

84. Paragraph 84 is Denied.

COUNT X

85. Defendants reaver and incorporate herein their responses 1-84 above.

AS TO ALL COUNTS

86. All other allegations not specifically admitted are denied.

AFFIRMATIVE DEFENSES

1. As and for the Defendants First Affirmative Defense, Plaintiff's claims are barred in whole or in part by the applicable statute of limitations and/or laches.

2. As and for the Defendants Second Affirmative Defense, Plaintiff's claims are barred in whole or in part by the statute of frauds.

3. As and for the Defendants Third Affirmative Defense, Plaintiff's claims are barred in whole or in part because Plaintiff lacks standing to pursue derivative claims because he is no longer a shareholder in LIC and lacks standing to pursue other claims because is no longer an employee of LIC or Arbitrage.

4. As and for the Defendants Fourth Affirmative Defense, Plaintiff's claims are barred in whole or in part by because Plaintiff has misjoined causes of action held in different capacities,

and therefore, the Complaint is improper and, at a minimum, certain claims must be dismissed such that Plaintiff pursues only those claims he has in one capacity.

5. As and for the Defendants Fifth Affirmative Defense, Plaintiff's claims are barred in whole or in part by the doctrine of waiver. Plaintiff was aware of the facts and circumstances of the companies' operations, and the financial transactions and dealings within the companies and was aware of the alleged actions which form the basis of his claim, and waived any claims against Defendants.

6. As and for the Defendants Sixth Affirmative Defense, Plaintiff's claims are barred in whole or in part by the doctrine of ratification. Plaintiff was aware of the facts and circumstances of the companies' operations, and the financial transactions and dealings within the companies, and the alleged actions which form the basis of his claim, and ratified such alleged actions.

7. As and for the Defendants Seventh Affirmative Defense, Plaintiff's claims are barred in whole or in part by the doctrine of estoppel. Plaintiff was aware of the facts and circumstances of the companies' operations, and the financial transactions and dealings within the companies, and was aware of the alleged actions which form the basis of his claim, and therefore is estopped to assert any claims against Defendants.

8. As and for the Defendants Eighth Affirmative Defense, Plaintiff's claims are barred in whole or in part by the doctrine of acquiescence. Plaintiff was aware of the facts and circumstances of the companies' operations, and the financial transactions and dealings within the

companies, and was aware of the alleged actions which form the basis of his claim, and therefore acquiesced in the conduct about which he now complains.

9. As and for the Defendants Ninth Affirmative Defense, Plaintiff's claims against Simon L. Bernstein (hereinafter the "Decedent") are barred in whole or in part by the corporate shield doctrine. All of the actions allegedly taken by the Decedent were actions taken on behalf of a legal entity (corporation or limited liability company), and not on behalf of himself individually, and therefore, any claims against the Decedent individually are barred.

10. As and for the Defendants Tenth Affirmative Defense, Plaintiff has failed to comply with the requirements of section 607.07401 of the Florida Statutes.

11. As and for the Defendants Eleventh Affirmative Defense, Plaintiff failed to properly include all or a portion of the relief requested in the Second Amended Complaint within his Claim filed in the Decedent's probate proceedings. As such, those Claims are now barred and the Plaintiff is estopped from pursuing same as the three (3) month statutory period for filing Claims against the Estate has expired.

12. As and for the Defendants Twelfth Affirmative Defense, the Plaintiff has failed to state a cause of action against the Decedent for a Constructive Trust. The Plaintiff has failed to plead the four (4) required elements of a promise, reliance, confidential relationship and unjust enrichment. As such, Count X must be dismissed.

WHEREFORE, having answered the Complaint, Defendants demand judgment in their favor, together with an award of costs and, pursuant to any applicable contract or statute,

attorneys' fees, and such other relief as the Court determines just and equitable.

COUNTERCLAIM

Counter-Plaintiff, the Estate of Simon L. Bernstein (hereinafter the "Estate"), sues Defendant, William E. Stansbury ("Stansbury"), and states:

1. The Estate is being administered in Palm Beach County, Florida.

2. Stansbury is a resident of Palm Beach County, Florida.

3. At all material times referenced herein during the lifetime of Simon L. Bernstein, he was an officer and shareholder of Arbitrage and LIC Holdings, Inc.

4. As part of his work for Arbitrage and its affiliated company, LIC Holdings, Inc., Stansbury was listed as the licensed insurance agent of record on various contracts and policies of insurance with various insurance companies, under which those insurance companies would make payments of commissions and renewals due to Arbitrage only by way of a check payable in many cases to Stansbury individually.

5. Pursuant to the agreement of the parties, Stansbury was to deliver all such checks to Arbitrage, because all receipts for commissions, renewals or other revenue received by Stansbury for contracts or policies generated during the time of his employment were property of his employer.

6. Upon information and belief, before the time that Stansbury voluntarily terminated his employment with Arbitrage, Stansbury received and collected checks made payable to him, but which properly belonged to Arbitrage, and retained those funds for his sole and exclusive use

and benefit.

7. Further, after Stansbury voluntarily terminated his employment with Arbitrage, Stansbury continued to receive checks made payable to him, but which properly belonged to Arbitrage, and Stansbury retained the benefit of such checks for his sole and exclusive use and benefit. In addition, for some period of time after he voluntarily terminated his employment, Stansbury has been depositing certain checks into the trust account of his attorney, Peter Feaman.

8. All conditions precedent to the bringing of his action have been met, satisfied or waived.

COUNT I - BREACH OF CONTRACT

9. The Estate realleges paragraphs 1 though 8 above.

10. This is an action for breach of contract and seeks damages in excess of $15,000, exclusive of interest, costs and attorneys' fees.

11. Pursuant to the agreement between Arbitrage and Stansbury, Stansbury was required to deliver to Arbitrage all checks made payable to him for contracts or policies of insurance which relate to work done during the time of Stansbury's employment.

12. For the vast majority of the duration of Stansbury's employment, Stansbury complied with the parties' oral agreement and, as far as Arbitrage is presently aware, Stansbury did in fact deliver to Arbitrage all checks he received. However, upon information and belief, Stansbury may have withheld checks from Arbitrage at various times.

13. At some point before the voluntary termination of his employment, and for all

times after the voluntary termination of his employment, Stansbury has retained for himself and refused to turn over to Arbitrage checks received by him, payable to him individually, but which otherwise should have been turned over to Arbitrage.

14. By his actions in retaining checks payable to him but which should have been turned over to Arbitrage, Stansbury has breached his agreement with Arbitrage.

15. As a direct and proximate result of Stansbury breach of the parties' agreement, Arbitrage and consequently the Estate have been damaged in an amount to be determined through discovery and at trial, including the amount held in the attorney trust account of Peter Feaman.

WHEREFORE, the Estate demands judgment in its favor against Stansbury for compensatory damages, together with an award of costs and, pursuant to any applicable statute or contract, an award of attorneys' fees, and such other relief as is just.

COUNT II - DECLARATORY JUDGMENT

16. The Estate realleges paragraphs 1 though 8 and 10 through 15 above.

17. This is an action for a declaratory judgment and for supplemental relief.

18. There is a genuine and immediate dispute between the parties as to the entitlement to certain Checks which are made payable to Stansbury individually, but which properly belong to Arbitrage as the commissions and renewals received for contracts and policies of insurance, and other revenues of Arbitrage which are payable directly to Stansbury individually.

19. There is a bona fide, actual, present and practical need for the declaration.

20. The declaration deals with a present, ascertained or ascertainable state of facts or

present controversy as to a state of facts regarding who is entitled to the Checks held by Stansbury or his counsel.

21. An immunity, power, privilege or right of Arbitrage is dependent upon the facts or the law applicable to the facts.

22. Stansbury has, or reasonably may have, an actual, present, adverse and antagonistic interest in the subject matter, either in fact or law.

23. The antagonistic and adverse interests are all properly before the Court.

24. The relief sought is not merely the giving of legal advice or the answer to questions propounded from curiosity.

25. Based upon the foregoing, the Estate seeks a declaration that Stansbury is required to turn over to Arbitrage all checks received by him, which are payable to Stansbury individually, but which relate to contracts or policies of insurance, or other revenues generated by Arbitrage or by Stansbury while he was employed by Arbitrage.

26. Moreover, the Estate requests a declaratory judgment that it is entitled to all funds currently being held in the attorney trust account of Peter Feaman, which represent Checks received by Stansbury which are made payable to Stansbury individually, but which otherwise properly belong to Arbitrage.

27. The Estate also seeks a declaration that its rights to all such funds are superior to the rights and claims of Stansbury.

WHEREFORE, the Estate seeks a declaratory judgment as to its rights to the personal

property described above, together with supplemental relief to the extent necessary, an award of costs and, pursuant to any applicable statute or contract, an award of attorneys' fees, and such other relief the Court determines just and equitable.

MARK R. MANCERI, P.A.
Attorney for Donald R. Tescher and Robert L. Spallina, as Co-Personal Representatives
2929 East Commercial Blvd., Suite 702
Ft. Lauderdale, FL 33308
Telephone: (954) 491-7099
E-mail: mrmlaw@comcast.net
mrmlaw1@gmail.com

By: _____
Mark R. Manceri, Esq.
Florida Bar No. 444560

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by e-mail to the designated address(es) to all parties on the following Service List, this 24th day of September, 2013.

_____
Mark R. Manceri, Esq.

SERVICE LIST

Peter M. Feaman, Esq.
Peter M. Feaman, P.A.
3615 West Boynton Beach Blvd.
Boynton Beach, Florida 33436

Alan B. Rose, Esq.
Page, Mrachek, Fitzgerald, et.al.
505 South Flagler Drive, Suite 600
West Palm Beach, Florida 33401

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,
Plaintiff,

CASE NO: **50 2012 CA 013933 MB AA**

v.

TED S. BERNSTEIN; SIMON BERNSTEIN; LIC HOLDINGS, INC.; and ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC.
Defendants.
_____/

ORDER ON PLAINTIFF'S OBJECTIONS TO FIRST SET OF INTERROGATORIES TO WILLIAM E. STANSBURY AND MOTION FOR EXTENSION OF TIME

THIS CAUSE came on to be heard before this Honorable Court upon Plaintiff's Objections to First Set of Interrogatories to William E. Stansbury and Motion for Extension of Time, and the Court having reviewed the file, being duly advised in the premises, it is hereby

ORDERED and ADJUDGED:

1. Plaintiff's Objections to First Set of Interrogatories to William E. Stansbury and Motion for Extension of Time is hereby granted in part and denied in part without prejudice.

2. Overruled as to #3; overruled in part as to #4, plaintiff shall respond as to LIC Holdings and Arbitrage. Sustained as to #s 5, 7, 9, 10 and 11. Overruled as to #s 8, 12.

DONE and ORDERED in Chambers, West Palm Beach, Palm Beach County, Florida on this 30 day of Sept, 2013.

/s/
Honorable Peter Blanc
Circuit Judge

Copies to:
Alan B. Rose, Esq., Page, Mrachek, Fitzgerald, Rose, Konopka & Dow, 505 S. Flagler Drive, Suite 600, West Palm Beach, FL 33401; arose@pm-law.com
Mark R. Manceri, Esq., Mark R. Manceri, P.A., 2929 E. Commercial Blvd., Suite 702, Fort Lauderdale, FL 33308; mrmlaw@comcast.net; mrmlaw1@gmail.com
Peter M. Feaman, Esq., Peter M. Feaman, P.A., 3615 W. Boynton Beach Blvd., Boynton Beach, FL; service@feamanlaw.com.

Plaintiff shall respond to #1, 2, 6, 3, 4 and 8 within 15 days.

If there any documents attached to this email with the suffix ,pdf, those documents are in Adobe PDF format, If you have difficulty viewing these attachments, you may need to download the free version of Adobe Acrobat Reader, available at: http://www.adobe.com

IN THE CIRCUIT COURT OF THE 15th JUDICIAL CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,

Plaintiff,

vs.

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN and as co-trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,

Defendants.
_____/

CASE NO: 50 2012 CA 013933 MB AA

DEFENDANT'S, SHIRLEY BERNSTEIN TRUST, ANSWER AND AFFIRMATIVE DEFENSES TO SECOND AMENDED COMPLAINT

Defendant, Shirley Bernstein Trust Agreement dated May 20, 2008 ("Defendant"), files its answer and affirmative defenses to the Second Amended Complaint, and states:

ANSWER

1. Admitted for jurisdictional purposes only and otherwise denied.

2. Without knowledge.

3. Admitted.

4. Admit the first and second sentence, and otherwise without knowledge.

5. Without knowledge.

6. Without knowledge.

7. Without knowledge.

8. Admitted that Ted Bernstein is the successor trustee of Defendant, and otherwise denied.

9. Admitted for jurisdictional purposes only and otherwise denied.

10. Without knowledge.

11. Without knowledge.

12. Without knowledge.

13. Without knowledge.

14. Without knowledge.

15. Without knowledge.

16. Without knowledge.

17. Without knowledge.

18. Without knowledge.

19. Without knowledge.

20. Without knowledge.

21. Without knowledge.

22. Without knowledge.

23. Without knowledge.

24. Without knowledge.

25. Without knowledge.

26. Without knowledge.

27. Without knowledge.

28. Without knowledge.

29. Without knowledge.

30. Without knowledge.

31. Without knowledge.

32. Without knowledge.

33. Without knowledge.

34. Without knowledge.

COUNT I

35. This count is not directed toward Defendant, and therefore, no response is necessary. To the extent that any response is deemed necessary, Defendant denies all allegations of each paragraph.

36. See response to 35 above.

37. See response to 35 above.

COUNT II

38. See response to 35 above.

39. See response to 35 above.

40. See response to 35 above.

41. See response to 35 above.

42. See response to 35 above.

43. See response to 35 above.

44. See response to 35 above.

45. See response to 35 above.

46. See response to 35 above.

COUNT III

47. See response to 35 above.

48. See response to 35 above.

49. See response to 35 above.

50. See response to 35 above.

51. See response to 35 above.

52. See response to 35 above.

COUNT IV

53. See response to 35 above

54. See response to 35 above.

55. See response to 35 above.

56. See response to 35 above.

57. See response to 35 above.

COUNT V

58. See response to 35 above.

59. See response to 35 above.

60. See response to 35 above.

61. See response to 35 above.

62. See response to 35 above.

63. See response to 35 above.

COUNT V (SIC)

64. See response to 35 above.

65. See response to 35 above.

66. See response to 35 above.

67. See response to 35 above.

68. See response to 35 above.

69. See response to 35 above.

COUNT VII

70. See response to 35 above.

71. See response to 35 above.

COUNT VIII

72. See response to 35 above.

73. See response to 35 above.

74. See response to 35 above.

75. See response to 35 above.

76. See response to 35 above.

77. See response to 35 above.

78. See response to 35 above.

COUNT IX

79. Defendant restates responses 1 to 34, 45 and Counts III and IV above, and any other paragraph which is properly incorporated into this Count.

80. Denied.

81. Denied.

82. Denied.

83. Denied.

84. Denied.

COUNT X

85. Defendant restates responses 79 through 84 above.

AFFIRMATIVE DEFENSES

86. Plaintiff's claims are barred in whole or in part by the applicable statute of limitations.

87. Plaintiff's claims are barred in whole or in part by the statute of frauds.

88. Plaintiff's claims are barred in whole or in part because Plaintiff lacks standing to pursue derivative claims because he is no longer a shareholder in LIC and lacks standing to pursue other claims because is no longer an employee of LIC or Arbitrage.

89. Plaintiff's claims are barred because there is a good faith basis to refuse any request by Stansbury, including because he no longer is a shareholder in LIC and his request is not made in good faith and for a proper purpose, and otherwise denied.

90. Plaintiff's claims are barred in whole or in part by because Plaintiff has misjoined causes of action held in different capacities, and therefore, the Complaint is improper and, at a minimum, certain claims must be dismissed such that Plaintiff pursues only those claims he has in one capacity.

91. Plaintiff's claims are barred in whole or in part by the doctrine of waiver. Plaintiff was aware of the facts and circumstances of the companies' operations, and the financial transactions

and dealings within the companies and was aware of the alleged actions which form the basis of his claim, and waived any claims against Defendants.

92. Plaintiff's claims are barred in whole or in part by the doctrine of ratification. Plaintiff was aware of the facts and circumstances of the companies' operations, and the financial transactions and dealings within the companies, and the alleged actions which form the basis of his claim, and ratified such alleged actions.

93. Plaintiff's claims are barred in whole or in part by the doctrine of estoppel. Plaintiff was aware of the facts and circumstances of the companies' operations, and the financial transactions and dealings within the companies, and was aware of the alleged actions which form the basis of his claim, and therefore is estopped to assert any claims against Defendants.

94. Plaintiff's claims are barred in whole or in part by the doctrine of acquiescence. Plaintiff was aware of the facts and circumstances of the companies' operations, and the financial transactions and dealings within the companies, and was aware of the alleged actions which form the basis of his claim, and therefore acquiesced in the conduct about which he now complains.

95. Plaintiff's claims against Ted Bernstein are barred in whole or in part by the corporate shield doctrine. All of the actions allegedly taken by Bernstein were actions taken on behalf of a legal entity (corporation or limited liability company), and not on behalf of himself individually, and therefore, any claims against Bernstein individually are barred.

96. Plaintiff has failed to comply with the requirements of section 607.07401 of the Florida Statutes.

97. Plaintiff's claims are barred in whole or in part by the doctrine of laches, in that Plaintiff unreasonably delayed bringing these claims for numerous years, while continuing to work

and continuing to receive compensation, benefits and distributions; and Defendants were prejudiced by such delay, including by their actions in continuing such employment and such benefits, and in other ways.

WHEREFORE, having answered the Complaint, Defendants demand judgment in their favor, together with an award of costs and, pursuant to any applicable contract or statute, attorneys' fees, and such other relief as it just.

WHEREFORE, having fully answered the Second Amended Complaint, Defendant demands judgment in its favor, together with an award of costs and, pursuant to any applicable statute or contract, an award of attorneys' fees, and such other relief as is just.

CERTIFICATE OF SERVICE

I CERTIFY that a copy of the foregoing has been furnished to the Service List set forth below by: ■ E-mail Electronic Transmission; ☐ Facsimile; ☐ U.S. Mail; ☐ Overnight Delivery; ☐ Hand-delivery, this 27th day of September, 2013.

MRACHEK, FITZGERALD, ROSE,
KONOPKA & DOW, P.A.
505 South Flagler Drive, Suite 600
West Palm Beach, Florida 33401
Telephone: (561) 655-2250
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Email: arose@mrachek-law.com; mchandler@mrachek-law.com
Email: phely@mrachek-law.com; mchandler@mrachek-law.com
Counsel for Ted S. Bernstein, as Successor Trustee to the Shirley Bernstein Trust Agreement dated May 20, 2008

By: /s/ Alan B. Rose
Alan B. Rose (Florida Bar No. 961825)
N. Patrick Hely (Florida Bar No. 0091466

SERVICE LIST

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Email: (mrmlaw@comcast.net); (mrmlaw1@gmail.com)
Counsel for Donald R. Tescher and Robert L.
Spallina, as Co-Personal Representatives

IN THE CIRCUIT COURT OF THE 15th JUDICIAL CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,

Plaintiff,

vs.

CASE NO: 50 2012 CA 013933 MB AA

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN and as co-trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,

Defendants.
_____/

DEFENDANTS', TED S. BERNSTEIN, LIC HOLDINGS, INC., AND ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, ANSWER AND AFFIRMATIVE DEFENSES TO SECOND AMENDED COMPLAINT, AND COUNTERCLAIM

Defendants, Ted S. Bernstein ("Bernstein"), LIC Holdings, Inc. ("LIC"), and Arbitrage International Management, LLC ("Arbitrage") (collectively "Defendants"), file their answer, affirmative defenses, and counterclaim.

ANSWER

1. Admitted for jurisdictional purposes only and otherwise denied.

2. Without knowledge.

3. Admitted.

4. Admit the first and second sentence, and otherwise without knowledge.

5. Admitted.

6. Admitted.

7. Admitted.

8. Denied.

9. Admitted for jurisdictional purposes only and otherwise denied.

10. Without knowledge.

11. Admitted.

12. Admitted.

13. Admitted that Stansbury's role in the company involved the sale and marketing of certain insurance products, and otherwise denied.

14. Denied.

15. Admitted.

16. Admitted that Stansbury, for some time, worked as an employee of LIC or Arbitrage, and that, for some time period, Stansbury's compensation was based upon receiving 15% of the net retained commissions as that terms was understood by the parties, and otherwise denied.

17. Admitted that Stansbury, for some time, worked as an employee of LIC or Arbitrage, and that, for some time period, Stansbury's compensation was based upon receiving 15% of the net retained commissions as that terms was understood by the parties, and otherwise denied.

18. Admitted that Stansbury was given 10% of the stock of LIC, and otherwise denied.

19. Denied.

20. Denied.

21. Denied.

22. Admitted that Stansbury agreed to be paid no commission for sales or revenues after January 1, 2008; without knowledge of the specific amounts received by Stansbury in 2008; and otherwise denied.

23. Denied.

24. Denied.

25. Denied.

26. Denied.

27. Denied.

28. Denied.

29. Denied.

30. Denied.

31. Admitted that Stansbury returned, surrendered or ceded his 10% stock interest back to LIC, and otherwise denied.

32. Denied.

33. Denied.

34. Without knowledge.

COUNT I

35. Defendants restate responses 1 to 34 above and any other paragraph which is properly incorporated into this Count.

36. Denied.

37. Denied.

COUNT II

38. Defendants restate responses 1 to 34 above and any other paragraph which is properly incorporated into this Count.

39. Denied.

40. Admitted that Stansbury was paid in accordance with the parties' agreement, and otherwise denied.

41. Admitted that Stansbury was paid in accordance with the parties' agreement, and otherwise denied.

42. Denied.

43. Denied.

44. Denied.

45. Denied.

46. Denied.

COUNT III

47. Defendants restate responses 1 to 34 above and any other paragraph which is properly incorporated into this Count.

48. Denied.

49. Denied.

50. Denied.

51. Denied.

52. Denied.

COUNT IV

53. Defendants restate responses 1 to 34 above and any other paragraph which is properly incorporated into this Count.

54. Denied.

55. Denied.

56. Denied.

57. Denied.

COUNT V

58. Defendants restate responses 1 to 34 above and any other paragraph which is properly incorporated into this Count.

59. Denied.

60. Denied.

61. Denied.

62. Denied.

63. Denied.

COUNT V (SIC)

64. Defendants restate responses 1 to 34 above and any other paragraph which is properly incorporated into this Count.

65. Denied.

66. Denied.

67. Denied.

68. Denied.

69. Denied.

COUNT VII

70. Defendants restate responses 1 to 34 above and any other paragraph which is properly incorporated into this Count.

71. Denied.

COUNT VIII

72. Defendants restate responses 1 to 34 above and any other paragraph which is properly incorporated into this Count.

73. Denied.

74. Denied.

75. Denied.

76. Denied.

77. Denied.

78. Denied.

COUNT IX

79. Defendants restate responses 1 to 34 above and any other paragraph which is properly incorporated into this Count.

80. Denied.

81. Denied.

82. Denied.

83. Denied.

84. Denied.

COUNT X

85. Defendants restate responses 79 through 84 above, and any other paragraph which is properly incorporated into this Count.

AFFIRMATIVE DEFENSES

86. Plaintiff's claims are barred in whole or in part by the applicable statute of limitations.

87. Plaintiff's claims are barred in whole or in part by the statute of frauds.

88. Plaintiff's claims are barred in whole or in part because Plaintiff lacks standing to pursue derivative claims because he is no longer a shareholder in LIC and lacks standing to pursue other claims because is no longer an employee of LIC or Arbitrage.

89. Plaintiff's claims are barred because there is a good faith basis to refuse any request by Stansbury, including because he no longer is a shareholder in LIC and his request is not made in good faith and for a proper purpose, and otherwise denied.

90. Plaintiff's claims are barred in whole or in part by because Plaintiff has misjoined causes of action held in different capacities, and therefore, the Complaint is improper and, at a minimum, certain claims must be dismissed such that Plaintiff pursues only those claims he has in one capacity.

91. Plaintiff's claims are barred in whole or in part by the doctrine of waiver. Plaintiff was aware of the facts and circumstances of the companies' operations, and the financial transactions and dealings within the companies and was aware of the alleged actions which form the basis of his claim, and waived any claims against Defendants.

92. Plaintiff's claims are barred in whole or in part by the doctrine of ratification. Plaintiff was aware of the facts and circumstances of the companies' operations, and the financial

transactions and dealings within the companies, and the alleged actions which form the basis of his claim, and ratified such alleged actions.

93. Plaintiff's claims are barred in whole or in part by the doctrine of estoppel. Plaintiff was aware of the facts and circumstances of the companies' operations, and the financial transactions and dealings within the companies, and was aware of the alleged actions which form the basis of his claim, and therefore is estopped to assert any claims against Defendants.

94. Plaintiff's claims are barred in whole or in part by the doctrine of acquiescence. Plaintiff was aware of the facts and circumstances of the companies' operations, and the financial transactions and dealings within the companies, and was aware of the alleged actions which form the basis of his claim, and therefore acquiesced in the conduct about which he now complains.

95. Plaintiff's claims against Ted Bernstein are barred in whole or in part by the corporate shield doctrine. All of the actions allegedly taken by Bernstein were actions taken on behalf of a legal entity (corporation or limited liability company), and not on behalf of himself individually, and therefore, any claims against Bernstein individually are barred.

96. Plaintiff has failed to comply with the requirements of section 607.07401 of the Florida Statutes.

97. Plaintiff's claims are barred in whole or in part by the doctrine of laches, in that Plaintiff unreasonably delayed bringing these claims for numerous years, while continuing to work and continuing to receive compensation, benefits and distributions; and Defendants were prejudiced by such delay, including by their actions in continuing such employment and such benefits, and in other ways.

WHEREFORE, having answered the Complaint, Defendants demand judgment in their favor, together with an award of costs and, pursuant to any applicable contract or statute, attorneys' fees, and such other relief as it just.

COUNTERCLAIM

Counter-Plaintiff, Arbitrage International Management, LLC ("Arbitrage"), sues Defendant, William E. Stansbury ("Stansbury"), and states:

1. Arbitrage is a Florida limited liability company with its principal place of business in Palm Beach County, Florida.

2. Stansbury is a resident of Palm Beach County, Florida.

3. As part of his work for Arbitrage and its affiliated company, LIC Holdings, Inc., Stansbury was listed as the licensed insurance agent of record on various contracts and policies of insurance with various insurance companies, under which those insurance companies would make payments of commissions and renewals due to Arbitrage only by way of a check payable to one of the individuals, including in many cases Stansbury individually.

4. Pursuant to the agreement of the parties, Stansbury was to deliver all such checks to Arbitrage, because all receipts for commissions, renewals or other revenue received by Stansbury for contracts or policies generated during the time of his employment were property of his employer.

5. Upon information and belief, before the time that Stansbury voluntarily terminated his employment with Arbitrage, Stansbury received and collected checks made payable to him, but which properly belonged to Arbitrage, and retained those funds for his sole and exclusive use and benefit.

6. Further, after Stansbury voluntarily terminated his employment with Arbitrage, Stansbury continued to receive checks made payable to him, but which properly belonged to Arbitrage, and Stansbury retained the benefit of such checks for his sole and exclusive use and benefit. In addition, for some period of time after he voluntarily terminated his employment, Stansbury has been depositing certain checks into the trust account of his attorney, Peter Feaman.

7. All conditions precedent to the bringing of his action have occurred, been satisfied, or waived.

COUNT I - BREACH OF CONTRACT

8. Arbitrage realleges paragraphs 1 though 7 above.

9. This is an action for breach of contract and seeks damages in excess of $15,000, exclusive of interest, costs and attorneys' fees.

10. Pursuant to the agreement between Arbitrage and Stansbury, Stansbury was required to deliver to Arbitrage all checks made payable to him for contracts or policies of insurance which relate to work done during the time of Stansbury's employment.

11. For the vast majority of the duration of Stansbury's employment, Stansbury complied with the parties' oral agreement and, as far as Arbitrage is presently aware, Stansbury did in fact deliver to Arbitrage all checks he received. However, upon information and belief, Stansbury may have withheld checks from Arbitrage at various times.

12. At some point before the voluntary termination of his employment, and for all times after the voluntary termination of his employment, Stansbury has retained for himself and refused to turn over to Arbitrage checks received by him, payable to him individually, but which otherwise should have been turned over to Arbitrage.

13. By his actions in retaining checks payable to him but which should have been turned over to Arbitrage, Stansbury has breached his agreement with Arbitrage.

14. As a direct and proximate result of Stansbury breach of the parties' agreement, Arbitrage has been damaged in an amount to be determined through discovery and at trial, including the amount held in the trust account of Peter Feaman.

WHEREFORE, Arbitrage demands judgment in its favor against Stansbury for compensatory damages, together with an award of costs and, pursuant to any applicable statute or contract, an award of attorneys' fees, and such other relief as is just.

COUNT II - DECLARATORY JUDGMENT

15. Arbitrage realleges paragraphs 1 though 7 and 10 through 13 above.

16. This is an action for a declaratory judgment and for supplemental relief.

17. There is a genuine and immediate dispute between the parties as to the entitlement to certain checks which are made payable to Stansbury individually, but which properly belong to Arbitrage as the commissions and renewals received for contracts and policies of insurance, and other revenues of Arbitrage which are payable directly to Stansbury individually.

18. There is a bona fide, actual, present and practical need for the declaration.

19. The declaration deals with a present, ascertained or ascertainable state of facts or present controversy as to a state of facts regarding who is entitled to the checks held by Stansbury or his counsel.

20. An immunity, power, privilege or right of Arbitrage is dependent upon the facts or the law applicable to the facts.

21. Stansbury has, or reasonably may have, an actual, present, adverse and antagonistic interest in the subject matter, either in fact or law.

22. The antagonistic and adverse interests are all properly before the Court.

23. The relief sought is not merely the giving of legal advice or the answer to questions propounded from curiosity.

24. Based upon the foregoing, Arbitrage seeks a declaration that Stansbury is required to turn over to Arbitrage all checks received by him, which are payable to Stansbury individually, but which relate to contracts or policies of insurance, or other revenues generated by Arbitrage or by Stansbury while he was employed by Arbitrage.

25. Moreover, Arbitrage requests a declaratory judgment that it is entitled to all funds currently being held in the trust account of Peter Feaman, which represent checks received by Stansbury which are made payable to Stansbury individually, but which otherwise properly belong to Arbitrage.

26. Arbitrage also seeks a declaration that its rights to all such funds are superior to the rights and claims of Stansbury.

WHEREFORE, Arbitrage seeks a declaratory judgment as to its rights to the personal property described above, together with supplemental relief to the extent necessary, an award of costs and, pursuant to any applicable statute or contract, an award of attorneys' fees, and such other relief as is just.

CERTIFICATE OF SERVICE

I CERTIFY that a copy of the foregoing has been furnished to the Service List set forth below by: ■ E-mail Electronic Transmission; ☐ Facsimile; ☐ U.S. Mail; ☐ Overnight Delivery; ☐ Hand-delivery, this 27th day of September, 2013.

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West Palm Beach, Florida 33401
Telephone: (561) 655-2250
Facsimile: (561) 655-5537
Email: arose@mrachek-law.com; mchandler@mrachek-law.com
Email: phely@mrachek-law.com; mchandler@mrachek-law.com
Counsel for Ted S. Bernstein; LIC Holdings, Inc.; and Arbitrage International Management, LLC

By: /s/ Alan B. Rose
Alan B. Rose (Florida Bar No. 961825)
N. Patrick Hely (Florida Bar No. 0091466

SERVICE LIST

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Peter M. Feaman, P.A.
3615 West Boynton Beach Blvd.
Boynton Beach, FL 33436
(561) 734-5552 - Telephone
(561) 734-5554 - Facsimile
Email: (pfeaman@feamanlaw.com); (service@feamanlaw.com); (mkoskey@feamanlaw.com)
Counsel for Plaintiff

Mark R. Manceri, Esq.
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2929 East Commercial Blvd., Suite 702
Ft. Lauderdale, FL 33309
(954) 491-7099
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Counsel for Donald R. Tescher and Robert L.
Spallina, as Co-Personal Representatives

Mark R. Manceri, P.A.

ATTORNEY AND COUNSELOR AT LAW
2929 EAST COMMERCIAL BOULEVARD - SUITE 702
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MARK R. MANCERI

FLORIDA BAR BOARD CERTIFIED
WILLS, TRUSTS AND ESTATES

WEB SITE: WWW.ESTATEPROBATELITIGATION.COM

TELEPHONE (954) 491-7099
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September 27, 2013

Clerk of the Court
Palm Beach County Courthouse
Main Courthouse
Civil Division
205 N. Dixie Highway
West Palm Beach, Florida 33401

Re: Estate of Simon L. Bernstein/Stansbury v. Bernstein, et.al.
Case No. 502012CA13933MB AA
Filing #: 5730348

Dear Sir or Madam:

Pursuant to your instructions, enclosed is my Operating Check No. 14187 in the amount of $395.00 payable to the Clerk of the Court, Palm Beach County, Florida representing filing fee relating to the Answer, Affirmative Defenses and Counterclaim to Second Amended Complaint filed on September 24, 2013. Enclosed is a copy of the e-mail dated September 24, 2013 for your use and reference.

Should you have any questions, concerns or comments regarding the foregoing, please do not hesitate to contact me.

Yours truly,

Mark R. Manceri, Esq.

MRM/mmp
Enclosures

cc: Donald Tescher, Esq.
Robert Spallina, Esq.

14187

MARK R. MANCERI P. A 09-87
OPERATING ACCOUNT
2929 E. COMMERCIAL BLVD. SUITE 702
FT. LAUDERDALE, FL 33308

DATE 9/27/13 63-8413/2670 41717

PAY TO THE ORDER OF Clerk of the Court, Palm Beach County, Florida $ *395.00*

Three Hundred Ninety Five----------00/100 DOLLARS

CHASE
JPMorgan Chase Bank, N.A.
www.Chase.com

FOR Stansbury .v Bernstein - Filing Fee Case No.502012CA13933MB AA

⑈014187⑈ ⑆267084131⑆ 831450252211⑈

TS002582

From: noreply@myflcourtaccess.com
Date: 09/24/2013 12:55:36 PM
Subject: Processing Completed for Filing # 5730348

Dear Mark R Manceri:

This email verifies the processing of your Filing # **5730348** with the Palm Beach County, Florida Circuit Civil Division.

Status: **Accepted**

Filing Date/Time: 09/24/2013 11:52:58 AM

Case Number: 2012CA013933

Case Name: STANSBURY, WILLIAM E VS ARBITRAGE INTERNATIONAL MANAGE

Documents

#	Document Type	Status	Filing Date	Rejection Reason	Your Attachment
1	All Answer & Affirmative Defenses	Accepted	09/24/2013		Stansbury v. Bernstein, et.al. - Answer, Affirmative Def. and Counterclaim to 2nd Amended Complaint.pdf

Fees

Memo:

This is a non-monitored email. Do not reply directly to it. If you have any questions about this filing, please contact the Palm Beach County, Florida Circuit Civil Division.

Thank you.

Many counties no longer require paper follow-up. To see a complete list, click on this link.

09/27/2013

IN THE CIRCUIT COURT OF THE 15th JUDICIAL CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,

Plaintiff,

vs.

CASE NO: 50 2012 CA 013933 MB AA

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN and as co-trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,

Defendants.
_____/

DEFENDANT'S, SHIRLEY BERNSTEIN TRUST, ANSWER AND AFFIRMATIVE DEFENSES TO SECOND AMENDED COMPLAINT

Defendant, Shirley Bernstein Trust Agreement dated May 20, 2008 ("Defendant"), files its answer and affirmative defenses to the Second Amended Complaint, and states:

ANSWER

1. Admitted for jurisdictional purposes only and otherwise denied.

2. Without knowledge.

3. Admitted.

4. Admit the first and second sentence, and otherwise without knowledge.

5. Without knowledge.

6. Without knowledge.

7. Without knowledge.

8. Admitted that Ted Bernstein is the successor trustee of Defendant, and otherwise denied.

9. Admitted for jurisdictional purposes only and otherwise denied.

10. Without knowledge.

11. Without knowledge.

12. Without knowledge.

13. Without knowledge.

14. Without knowledge.

15. Without knowledge.

16. Without knowledge.

17. Without knowledge.

18. Without knowledge.

19. Without knowledge.

20. Without knowledge.

21. Without knowledge.

22. Without knowledge.

23. Without knowledge.

24. Without knowledge.

25. Without knowledge.

26. Without knowledge.

27. Without knowledge.

28. Without knowledge.

29. Without knowledge.

30. Without knowledge.

31. Without knowledge.

32. Without knowledge.

33. Without knowledge.

34. Without knowledge.

COUNT I

35. This count is not directed toward Defendant, and therefore, no response is necessary. To the extent that any response is deemed necessary, Defendant denies all allegations of each paragraph.

36. See response to 35 above.

37. See response to 35 above.

COUNT II

38. See response to 35 above.

39. See response to 35 above.

40. See response to 35 above.

41. See response to 35 above.

42. See response to 35 above.

43. See response to 35 above.

44. See response to 35 above.

45. See response to 35 above.

46. See response to 35 above.

COUNT III

47. See response to 35 above.

48. See response to 35 above.

49. See response to 35 above.

50. See response to 35 above.

51. See response to 35 above.

52. See response to 35 above.

COUNT IV

53. See response to 35 above

54. See response to 35 above.

55. See response to 35 above.

56. See response to 35 above.

57. See response to 35 above.

COUNT V

58. See response to 35 above.

59. See response to 35 above.

60. See response to 35 above.

61. See response to 35 above.

62. See response to 35 above.

63. See response to 35 above.

COUNT V (SIC)

64. See response to 35 above.

65. See response to 35 above.

66. See response to 35 above.

67. See response to 35 above.

68. See response to 35 above.

69. See response to 35 above.

COUNT VII

70. See response to 35 above.

71. See response to 35 above.

COUNT VIII

72. See response to 35 above.

73. See response to 35 above.

74. See response to 35 above.

75. See response to 35 above.

76. See response to 35 above.

77. See response to 35 above.

78. See response to 35 above.

COUNT IX

79. Defendant restates responses 1 to 34, 45 and Counts III and IV above.

80. Denied.

81. Denied.

82. Denied.

83. Denied.

84. Denied.

COUNT X

85. Defendant restates responses 79 through 84 above.

AFFIRMATIVE DEFENSES

86. Plaintiff's claims are barred in whole or in part by the applicable statute of limitations.

87. Plaintiff's claims are barred in whole or in part by the statute of frauds.

88. Plaintiff's claims are barred in whole or in part because Plaintiff lacks standing to pursue derivative claims because he is no longer a shareholder in LIC and lacks standing to pursue other claims because is no longer an employee of LIC or Arbitrage.

89. Plaintiff's claims are barred because there is a good faith basis to refuse any request by Stansbury, including because he no longer is a shareholder in LIC and his request is not made in good faith and for a proper purpose, and otherwise denied.

90. Plaintiff's claims are barred in whole or in part by because Plaintiff has misjoined causes of action held in different capacities, and therefore, the Complaint is improper and, at a minimum, certain claims must be dismissed such that Plaintiff pursues only those claims he has in one capacity.

91. Plaintiff's claims are barred in whole or in part by the doctrine of waiver. Plaintiff was aware of the facts and circumstances of the companies' operations, and the financial transactions and dealings within the companies and was aware of the alleged actions which form the basis of his claim, and waived any claims against Defendants.

92. Plaintiff's claims are barred in whole or in part by the doctrine of ratification. Plaintiff was aware of the facts and circumstances of the companies' operations, and the financial transactions and dealings within the companies, and the alleged actions which form the basis of his claim, and ratified such alleged actions.

93. Plaintiff's claims are barred in whole or in part by the doctrine of estoppel. Plaintiff was aware of the facts and circumstances of the companies' operations, and the financial transactions and dealings within the companies, and was aware of the alleged actions which form the basis of his claim, and therefore is estopped to assert any claims against Defendants.

94. Plaintiff's claims are barred in whole or in part by the doctrine of acquiescence. Plaintiff was aware of the facts and circumstances of the companies' operations, and the financial transactions and dealings within the companies, and was aware of the alleged actions which form the basis of his claim, and therefore acquiesced in the conduct about which he now complains.

95. Plaintiff's claims against Ted Bernstein are barred in whole or in part by the corporate shield doctrine. All of the actions allegedly taken by Bernstein were actions taken on behalf of a legal entity (corporation or limited liability company), and not on behalf of himself individually, and therefore, any claims against Bernstein individually are barred.

96. Plaintiff has failed to comply with the requirements of section 607.07401 of the Florida Statutes.

97. Plaintiff's claims are barred in whole or in part by the doctrine of laches, in that Plaintiff unreasonably delayed bringing these claims for numerous years, while continuing to work and continuing to receive compensation, benefits and distributions; and Defendants were prejudiced

by such delay, including by their actions in continuing such employment and such benefits, and in other ways.

WHEREFORE, having answered the Complaint, Defendants demand judgment in their favor, together with an award of costs and, pursuant to any applicable contract or statute, attorneys' fees, and such other relief as it just.

WHEREFORE, having fully answered the Second Amended Complaint, Defendant demands judgment in its favor, together with an award of costs and, pursuant to any applicable statute or contract, an award of attorneys' fees, and such other relief as is just.

CERTIFICATE OF SERVICE

I CERTIFY that a copy of the foregoing has been furnished to the Service List set forth below by: ■ E-mail Electronic Transmission; ☐ Facsimile; ☐ U.S. Mail; ☐ Overnight Delivery; ☐ Hand-delivery, this 23rd day of September, 2013.

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Email: arose@pm-law.com; mchandler@pm-law.com
Email: sshelley@pm-law.com; tclarke@pm-law.com
Email: phely@pm-law.com; mchandler@pm-law.com
Counsel for Ted S. Bernstein, as Successor Trustee to the Shirley Bernstein Trust Agreement dated May 20, 2008

By: /s/ Alan B. Rose
Alan B. Rose (Florida Bar No. 961825)
Stefanie R. Shelley (Florida Bar No. 514446)
N. Patrick Hely (Florida Bar No. 0091466

SERVICE LIST

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(954) 491-7099
Email: (mrmlaw@comcast.net); (mrmlaw1@gmail.com)
Counsel for Donald R. Tescher and Robert L.
Spallina, as Co-Personal Representatives

IN THE CIRCUIT COURT OF THE 15th JUDICIAL CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,

Plaintiff,

vs.

CASE NO: 50 2012 CA 013933 MB AA

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN and as co-trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,

Defendants.
_____/

DEFENDANTS', TED S. BERNSTEIN, LIC HOLDINGS, INC., AND ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, ANSWER AND AFFIRMATIVE DEFENSES TO SECOND AMENDED COMPLAINT, AND COUNTERCLAIM

Defendants, Ted S. Bernstein ("Bernstein"), LIC Holdings, Inc. ("LIC"), and Arbitrage International Management, LLC ("Arbitrage") (collectively "Defendants"), file their answer, affirmative defenses, and counterclaim.

ANSWER

1. Admitted for jurisdictional purposes only and otherwise denied.

2. Without knowledge.

3. Admitted.

4. Admit the first and second sentence, and otherwise without knowledge.

5. Admitted.

6. Admitted.

7. Admitted.

8. Denied.

9. Admitted for jurisdictional purposes only and otherwise denied.

10. Without knowledge.

11. Admitted.

12. Admitted.

13. Admitted that Stansbury's role in the company involved the sale and marketing of certain insurance products, and otherwise denied.

14. Denied.

15. Admitted.

16. Admitted that Stansbury, for some time, worked as an employee of LIC or Arbitrage, and that, for some time period, Stansbury's compensation was based upon receiving 15% of the net retained commissions as that terms was understood by the parties, and otherwise denied.

17. Admitted that Stansbury, for some time, worked as an employee of LIC or Arbitrage, and that, for some time period, Stansbury's compensation was based upon receiving 15% of the net retained commissions as that terms was understood by the parties, and otherwise denied.

18. Admitted that Stansbury was given 10% of the stock of LIC, and otherwise denied.

19. Denied.

20. Denied.

21. Denied.

22. Admitted that Stansbury agreed to be paid no commission for sales or revenues after January 1, 2008; without knowledge of the specific amounts received by Stansbury in 2008; and otherwise denied.

23. Denied.

24. Denied.

25. Denied.

26. Denied.

27. Denied.

28. Denied.

29. Denied.

30. Denied.

31. Admitted that Stansbury returned, surrendered or ceded his 10% stock interest back to LIC, and otherwise denied.

32. Denied.

33. Denied.

34. Without knowledge.

COUNT I

35. Defendants restate responses 1 to 34 above.

36. Denied.

37. Denied.

COUNT II

38. Defendants restate responses 1 to 34 above.

39. Denied.

40. Admitted that Stansbury was paid in accordance with the parties' agreement, and otherwise denied.

41. Admitted that Stansbury was paid in accordance with the parties' agreement, and otherwise denied.

42. Denied.

43. Denied.

44. Denied.

45. Denied.

46. Denied.

COUNT III

47. Defendants restate responses 1 to 34 above.

48. Denied.

49. Denied.

50. Denied.

51. Denied.

52. Denied.

COUNT IV

53. Defendants restate responses 1 to 34 above.

54. Denied.

55. Denied.

56. Denied.

57. Denied.

COUNT V

58. Defendants restate responses 1 to 34 and 47-57 above.

59. Denied.

60. Denied.

61. Denied.

62. Denied.

63. Denied.

COUNT V (SIC)

64. Defendants restate responses 1 to 34 above.

65. Defendants restate responses 1 to 34 above.

66. Denied.

67. Denied.

68. Denied.

69. Denied.

COUNT VII

70. Defendants restate responses 1 to 34 above.

71. Denied.

COUNT VIII

72. Defendants restate responses 1 to 34 above.

73. Denied.

74. Denied.

75. Denied.

76. Denied.

77. Denied.

78. Denied.

COUNT IX

79. Defendants restate responses 1 to 34, 45 and Counts III and IV above.

80. Denied.

81. Denied.

82. Denied.

83. Denied.

84. Denied.

COUNT X

85. Defendants restate responses 79 through 84 above.

AFFIRMATIVE DEFENSES

86. Plaintiff's claims are barred in whole or in part by the applicable statute of limitations.

87. Plaintiff's claims are barred in whole or in part by the statute of frauds.

88. Plaintiff's claims are barred in whole or in part because Plaintiff lacks standing to pursue derivative claims because he is no longer a shareholder in LIC and lacks standing to pursue other claims because is no longer an employee of LIC or Arbitrage.

89. Plaintiff's claims are barred because there is a good faith basis to refuse any request by Stansbury, including because he no longer is a shareholder in LIC and his request is not made in good faith and for a proper purpose, and otherwise denied.

90. Plaintiff's claims are barred in whole or in part by because Plaintiff has misjoined causes of action held in different capacities, and therefore, the Complaint is improper and, at a minimum, certain claims must be dismissed such that Plaintiff pursues only those claims he has in one capacity.

91. Plaintiff's claims are barred in whole or in part by the doctrine of waiver. Plaintiff was aware of the facts and circumstances of the companies' operations, and the financial transactions and dealings within the companies and was aware of the alleged actions which form the basis of his claim, and waived any claims against Defendants.

92. Plaintiff's claims are barred in whole or in part by the doctrine of ratification. Plaintiff was aware of the facts and circumstances of the companies' operations, and the financial transactions and dealings within the companies, and the alleged actions which form the basis of his claim, and ratified such alleged actions.

93. Plaintiff's claims are barred in whole or in part by the doctrine of estoppel. Plaintiff was aware of the facts and circumstances of the companies' operations, and the financial transactions and dealings within the companies, and was aware of the alleged actions which form the basis of his claim, and therefore is estopped to assert any claims against Defendants.

94. Plaintiff's claims are barred in whole or in part by the doctrine of acquiescence. Plaintiff was aware of the facts and circumstances of the companies' operations, and the financial transactions and dealings within the companies, and was aware of the alleged actions which form the basis of his claim, and therefore acquiesced in the conduct about which he now complains.

95. Plaintiff's claims against Ted Bernstein are barred in whole or in part by the corporate shield doctrine. All of the actions allegedly taken by Bernstein were actions taken on behalf of a legal entity (corporation or limited liability company), and not on behalf of himself individually, and therefore, any claims against Bernstein individually are barred.

96. Plaintiff has failed to comply with the requirements of section 607.07401 of the Florida Statutes.

97. Plaintiff's claims are barred in whole or in part by the doctrine of laches, in that Plaintiff unreasonably delayed bringing these claims for numerous years, while continuing to work and continuing to receive compensation, benefits and distributions; and Defendants were prejudiced by such delay, including by their actions in continuing such employment and such benefits, and in other ways.

WHEREFORE, having answered the Complaint, Defendants demand judgment in their favor, together with an award of costs and, pursuant to any applicable contract or statute, attorneys' fees, and such other relief as it just.

COUNTERCLAIM

Counter-Plaintiff, Arbitrage International Management, LLC ("Arbitrage"), sues Defendant, William E. Stansbury ("Stansbury"), and states:

1. Arbitrage is a Florida limited liability company with its principal place of business in Palm Beach County, Florida.

2. Stansbury is a resident of Palm Beach County, Florida.

3. As part of his work for Arbitrage and its affiliated company, LIC Holdings, Inc., Stansbury was listed as the licensed insurance agent of record on various contracts and policies of insurance with various insurance companies, under which those insurance companies would make payments of commissions and renewals due to Arbitrage only by way of a check payable to one of the individuals, including in many cases Stansbury individually.

4. Pursuant to the agreement of the parties, Stansbury was to deliver all such checks to Arbitrage, because all receipts for commissions, renewals or other revenue received by Stansbury for contracts or policies generated during the time of his employment were property of his employer.

5. Upon information and belief, before the time that Stansbury voluntarily terminated his employment with Arbitrage, Stansbury received and collected checks made payable to him, but which properly belonged to Arbitrage, and retained those funds for his sole and exclusive use and benefit.

6. Further, after Stansbury voluntarily terminated his employment with Arbitrage, Stansbury continued to receive checks made payable to him, but which properly belonged to Arbitrage, and Stansbury retained the benefit of such checks for his sole and exclusive use and

benefit. In addition, for some period of time after he voluntarily terminated his employment, Stansbury has been depositing certain checks into the trust account of his attorney, Peter Feaman.

7. All conditions precedent to the bringing of his action have occurred, been satisfied, or waived.

COUNT I - BREACH OF CONTRACT

8. Arbitrage realleges paragraphs 1 though 7 above.

9. This is an action for breach of contract and seeks damages in excess of $15,000, exclusive of interest, costs and attorneys' fees.

10. Pursuant to the agreement between Arbitrage and Stansbury, Stansbury was required to deliver to Arbitrage all checks made payable to him for contracts or policies of insurance which relate to work done during the time of Stansbury's employment.

11. For the vast majority of the duration of Stansbury's employment, Stansbury complied with the parties' oral agreement and, as far as Arbitrage is presently aware, Stansbury did in fact deliver to Arbitrage all checks he received. However, upon information and belief, Stansbury may have withheld checks from Arbitrage at various times.

12. At some point before the voluntary termination of his employment, and for all times after the voluntary termination of his employment, Stansbury has retained for himself and refused to turn over to Arbitrage checks received by him, payable to him individually, but which otherwise should have been turned over to Arbitrage.

13. By his actions in retaining checks payable to him but which should have been turned over to Arbitrage, Stansbury has breached his agreement with Arbitrage.

14. As a direct and proximate result of Stansbury breach of the parties' agreement, Arbitrage has been damaged in an amount to be determined through discovery and at trial, including the amount held in the trust account of Peter Feaman.

WHEREFORE, Arbitrage demands judgment in its favor against Stansbury for compensatory damages, together with an award of costs and, pursuant to any applicable statute or contract, an award of attorneys' fees, and such other relief as is just.

COUNT II - DECLARATORY JUDGMENT

15. Arbitrage realleges paragraphs 1 though 7 and 10 through 13 above.

16. This is an action for a declaratory judgment and for supplemental relief.

17. There is a genuine and immediate dispute between the parties as to the entitlement to certain checks which are made payable to Stansbury individually, but which properly belong to Arbitrage as the commissions and renewals received for contracts and policies of insurance, and other revenues of Arbitrage which are payable directly to Stansbury individually.

18. There is a bona fide, actual, present and practical need for the declaration.

19. The declaration deals with a present, ascertained or ascertainable state of facts or present controversy as to a state of facts regarding who is entitled to the checks held by Stansbury or his counsel.

20. An immunity, power, privilege or right of Arbitrage is dependent upon the facts or the law applicable to the facts.

21. Stansbury has, or reasonably may have, an actual, present, adverse and antagonistic interest in the subject matter, either in fact or law.

22. The antagonistic and adverse interests are all properly before the Court.

23. The relief sought is not merely the giving of legal advice or the answer to questions propounded from curiosity.

24. Based upon the foregoing, Arbitrage seeks a declaration that Stansbury is required to turn over to Arbitrage all checks received by him, which are payable to Stansbury individually, but which relate to contracts or policies of insurance, or other revenues generated by Arbitrage or by Stansbury while he was employed by Arbitrage.

25. Moreover, Arbitrage requests a declaratory judgment that it is entitled to all funds currently being held in the trust account of Peter Feaman, which represent checks received by Stansbury which are made payable to Stansbury individually, but which otherwise properly belong to Arbitrage.

26. Arbitrage also seeks a declaration that its rights to all such funds are superior to the rights and claims of Stansbury.

WHEREFORE, Arbitrage seeks a declaratory judgment as to its rights to the personal property described above, together with supplemental relief to the extent necessary, an award of costs and, pursuant to any applicable statute or contract, an award of attorneys' fees, and such other relief as is just.

CERTIFICATE OF SERVICE

I CERTIFY that a copy of the foregoing has been furnished to the Service List set forth below by: ■ E-mail Electronic Transmission; ☐ Facsimile; ☐ U.S. Mail; ☐ Overnight Delivery; ☐ Hand-delivery, this 23rd day of September, 2013.

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Counsel for Ted S. Bernstein; LIC Holdings, Inc.; and Arbitrage International Management, LLC

By: /s/ Alan B. Rose
Alan B. Rose (Florida Bar No. 961825)
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Counsel for Donald R. Tescher and Robert L.
Spallina, as Co-Personal Representatives

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,
Plaintiff,

CASE NO: 50 2012 CA 013933 MB AA

v.

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN and as co-trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,
Defendants.
_____/

SECOND AMENDED COMPLAINT

WILLIAM E. STANSBURY, by and through undersigned counsel, sues the Defendants and states:

1. This is an action for money damages in excess of $15,000, and for equitable relief.

2. Plaintiff (hereinafter referred to as "STANSBURY") is *sui juris*, and a resident of Palm Beach County, Florida.

3. Defendant TED S. BERNSTEIN ("TED BERNSTEIN"), is *sui juris*, and a resident of Palm Beach County, Florida.

4. SIMON L. BERNSTEIN ("SIMON BERNSTEIN") died on or about September 13, 2012, after the filing of the initial Complaint in this action. At the time of his death, SIMON BERNSTEIN was *sui juris*, and was a resident of Palm Beach County, Florida. Defendants

Donald R. Tescher and Robert L. Spallina are serving as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN (the "ESTATE")which ESTATE is presently open and pending in the Palm Beach County Circuit Court, *In re: Estate of Simon L. Bernstein*, Case No. 502012CP004391XXXXSB (the "Estate Proceeding"). In accordance with Section 733.705, Florida Statutes, STANSBURY hereby brings this independent action against the ESTATE with respect to his Statement of Claim that was filed and objected to in the Estate Proceeding.

5. Defendant, LIC HOLDINGS, INC. ("LIC Holdings") is a Florida corporation with its principal place of business in Palm Beach County, Florida.

6. Defendant, ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, formerly known as ARBITRAGE INTERNATIONAL HOLDINGS, LLC, ("ARBITRAGE") is a Florida limited liability company with its principal place of business in Palm Beach County, Florida.

7. Defendant, BERNSTEIN FAMILY REALTY, LLC is a Florida limited liability company doing business in Palm Beach County.

8. Defendant, the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008 ("SHIRLEY'S TRUST"), owns real property in Palm Beach County, Florida. Based upon information and belief, Donald R. Tescher and Robert L. Spallina are serving as co-trustees of SHIRLEY'S TRUST. This Court has personal jurisdiction over the trustees and the beneficiaries of SHIRLEY'S TRUST under Section 736.0202, Florida Statutes, as the principal place of administration of SHIRLEY'S TRUST is in Palm Beach County, Florida. This court has subject matter jurisdiction over this action under Section 736.0203, Florida Statutes. Venue is proper in Palm Beach County, Florida, under Section 736.0204, Florida Statutes, as the principal place of administration of SHIRLEY'S TRUST is in Palm Beach County, Florida and one or more of the beneficiaries of SHIRLEY'S TRUST reside in Palm Beach County, Florida.

9. The acts and incidents giving rise to the causes of action alleged herein arose in Palm Beach County, Florida.

General Allegations

10. STANSBURY has worked in the insurance industry for virtually all of his adult life. After 30 years, he had become well-known and highly regarded by major insurance companies, their principals and others throughout the insurance industry, at all levels thereof, as well as by professionals, including attorneys, CPA's, financial advisors, wealth managers and others who were involved in serving, or otherwise dealing with insurers, insurance brokers and life insurance products.

11. SIMON BERNSTEIN dealt at sophisticated levels of the insurance industry and specialized in developing and marketing insurance concepts suitable for persons of high net worth to incorporate into their wealth management and estate planning.

12. TED BERNSTEIN, the son of SIMON BERNSTEIN, was also actively involved in selling life insurance products in conjunction with attorneys, CPAs and other professionals, to be incorporated into high net worth individuals' financial and estate planning.

13. TED BERNSTEIN, acting on his behalf and on behalf of, and in concert with, SIMON BERNSTEIN, approached STANSBURY in 2003, urging STANSBURY to spearhead the marketing of a unique insurance concept, newly developed by a prominent law firm, which was designed for use in the financial and estate planning of high net worth individuals.

14. TED BERNSTEIN told STANSBURY that he knew of STANSBURY's expertise and reputation in the insurance and related industries and that STANSBURY was skilled at and accustomed to speaking and marketing insurance products to groups of professionals. He realized that STANSBURY, because of his knowledge, reputation and abilities, would be well suited to market this concept nationwide through prominent and experienced professionals.

15. In 2006, SIMON BERNSTEIN and TED BERNSTEIN (collectively, "BERNSTEIN" or the "BERNSTEINS") formed, as sole shareholders, Defendants LIC Holdings and ARBITRAGE for the purpose of marketing and selling certain life insurance products to high net worth individuals for their wealth management and estate planning needs.

16. STANSBURY agreed to become an employee of LIC Holdings, Inc. and ARBITRAGE and agreed to a salary of 15% of net retained commissions received on all products sold, including renewals. STANSBURY at this time was responsible for, among other duties, calculating, on a monthly basis, the commissions due him in connection with new business generated in the current year and renewals on business generated in previous years.

17. STANSBURY worked with diligence and skill, traveling throughout the United States, generating ever-increasing sales and generating very large commissions. By 2006, nationwide sales were resulting in substantial commissions on new policies and renewal commissions.

18. Also in 2006, SIMON BERNSTEIN, acting on his behalf and on behalf of, and in concert with, TED BERNSTEIN, told STANSBURY that STANSBURY was being rewarded for his efforts and the explosive growth of the business, such that he would receive a 10% ownership interest in LIC Holdings, Inc. SIMON BERNSTEIN and TED BERNSTEIN, collectively, were majority shareholders while STANSBURY was a minority shareholder in LIC Holdings, Inc.

19. STANSBURY has sued both LIC Holdings and ARBITRAGE because the BERNSTEINS represented that his employment relationship was with LIC Holdings, the company in which he owned a 10% interest, but STANSBURY'S W-2 statements were issued by ARBITRAGE as his employer.

20. In February of 2008, SIMON BERNSTEIN, acting on his behalf and on behalf of, and in concert with TED BERNSTEIN, approached STANSBURY and told him his time would

be better spent building the business rather than performing monthly calculations of income. The plan proposed was that, rather than STANSBURY performing computations on a monthly basis as to how much should be paid to him based upon 15% of the net retained commissions derived from both new policies sold and renewals from previous years, the BERNSTEINS and STANSBURY all would forego monthly payouts and defer compensation until the end of 2008, when year-end computations could be made. It was represented that in December, year-end computations would be made and salaries would be paid in December 2008 or January of 2009. It was specifically represented to STANSBURY that:

a) neither SIMON BERNSTEIN, TED BERNSTEIN nor STANSBURY would take any compensation during fiscal year 2008 but rather they all would wait until the year-end accounting was performed in December of 2008 or January, 2009;

b) SIMON BERNSTEIN, TED BERNSTEIN, and STANSBURY would each be paid a minimum salary of $1,000,000 at year end, and STANSBURY'S salary was to be applied against his earned commissions of 15%. Any compensation due STANSBURY over and above the $1,000,000 would be paid as a distribution on his stock ownership interest in LIC Holdings.

21. In January of 2008, STANSBURY was paid $420,018 for commissions earned on some 2007 sales. However, STANSBURY was not, and has never been, paid the commissions due him on sales in 2008 and thereafter, and he was not and has never been paid the renewal commissions due him on sales made in previous years that were paid to LIC Holdings or ARBITRAGE in 2008 and thereafter, other than a nominal payment of $30,000 made in 2010.

22. When STANSBURY was not paid as agreed in late 2008/2009 and thereafter, SIMON BERNSTEIN and TED BERNSTEIN, on behalf of and in concert with each other, stated to STANSBURY that salary and ownership distributions due and owing to SIMON BERNSTEIN, TED BERNSTEIN and STANSBURY would be deferred to a future time. This

deferral of payment was represented to be important because, as a result of the virtual collapse of the capital lending markets in 2008, it was necessary to retain the funds in the corporate bank accounts to demonstrate to potential lenders the financial stability of the companies.

23. The false statements set forth in paragraphs 18 through 21, above, were made by SIMON BERNSTEIN and TED BERNSTEIN, in concert with each other, with knowledge of their falsity and with the intention of never to fulfilling such promises.

24. Despite the representations to STANSBURY set forth above to the contrary, SIMON BERNSTEIN and TED BERNSTEIN, as officers and majority shareholders of LIC Holdings and ARBITRAGE, authorized LIC Holdings and/or ARBITRAGE to pay themselves $3,756,229.00 and $5,225,825.00, respectively, in 2008. Contrary to the representations made as set forth in paragraph 20, STANSBURY received no compensation for first year commissions and renewal commissions due him in 2008.

25. The net retained commissions by LIC Holdings and ARBITRAGE, not including renewals, for 2008 were approximately $13,442,549.00. As such, STANSBURY was entitled to, at the very minimum, 15% of $13,442,549.00, or $2,016,382.35.

26. Beginning late in 2007 or early in 2008, and continuing through at least 2012, LIC Holdings and/or ARBITRAGE became the alter ego of SIMON BERNSTEIN and TED BERNSTEIN, as officers and majority shareholders, in that they disregarded corporate structure and wrongfully diverted, converted and depleted corporate assets of LIC Holdings and ARBITRAGE for their own personal benefit and the benefit of Bernstein family trusts and other entities as more specifically set forth below. Those trusts have since invested some of these wrongfully diverted and converted corporate assets in real estate, also as more particularly set forth below. The wrongful action of SIMON BERNSTEIN and TED BERNSTEIN in diverting and converting corporate assets rendered LIC Holdings, and possibly ARBITRAGE, insolvent.

27. Throughout 2009, SIMON BERNSTEIN and TED BERNSTEIN continued to make false statements to STANSBURY to hide the fact that LIC Holdings and/or ARBITRAGE was their alter ego, in that they converted corporate property and corporate assets of LIC and/or ARBITRAGE for their own personal benefit in 2008, 2009 and thereafter, all to the exclusion and financial detriment of STANSBURY, all the while fraudulently representing to STANSBURY that no money was being paid as salary or distributions to SIMON BERNSTEIN, TED BERNSTEIN or STANSBURY because it was necessary to hold the funds in the corporate bank accounts to show to potential lenders the financial stability of the company.

28. STANSBURY relied upon these continuing misrepresentations of Defendants to his detriment. Because STANSBURY was told that potential funding sources for the business needed to see that capital of the company was available, he took no action when he did not receive any compensation for 2009 and was paid only $30,000 in 2010.

29. In order to continue their scheme to defraud, SIMON BERNSTEIN and TED BERNSTEIN failed and refused to account for renewal commissions and failed to supply any financial information to STANSBURY concerning LIC Holdings or ARBITRAGE.

30. In furtherance of their scheme to deprive STANSBURY of salary he had earned and shareholder distributions to which he was entitled, SIMON BERNSTEIN and TED BERNSTEIN intercepted mail addressed to STANSBURY, removing commission checks representing commissions due to STANSBURY, deposited the funds into their own accounts and otherwise converted the funds. SIMON BERNSTEIN and TED BERNSTEIN also opened STANSBURY's mail containing checks payable to him which were unrelated to them and the businesses.

31. In December, 2011 STANSBURY had been battling a painful and debilitating disease that could only be managed through the administration of potentially harmful

prescription medications. On December 22, 2011, the Defendants BERNSTEIN, with knowledge of STANSBURY's health issues and his debilitated condition, decided to take advantage of and deceive STANSBURY further. STANSBURY had for years been given K-1 statements reflecting his 10% ownership of LIC Holdings. At that time, TED BERNSTEIN told STANSBURY that the company accountant had discovered a potential significant taxable event which could cause STANSBURY, as one of the owners of LIC Holdings to pay taxes on phantom income. TED BERNSTEIN promised that if STANSBURY would sign a paper ceding his 10% interest in LIC Holdings, he would not have to pay the tax if in fact the tax was due. TED BERNSTEIN promised he would hold the paper, promising it would not become operative until STANSBURY and the Defendants BERNSTEIN discussed the situation further in the first quarter of 2012.

32. Because of the misrepresentations, willful concealments of material facts, duplicity and deceit practiced by Defendants upon STANSBURY, STANSBURY reasonably believed that Defendants had complied, or intended to comply with their obligations to STANSBURY under the contract between them. STANSBURY, therefore, was prevented from knowing for a period of years that the causes of action asserted herein existed.

33. By the second quarter of 2012, STANSBURY developed the belief that the BERNSTEINS' representations over the years were wholly false and he sought legal counsel.

34. STANSBURY has retained the law firm of Peter M. Feaman, P.A. and has agreed to pay it a reasonable fee for its services rendered herein.

COUNT I - ACCOUNTING
(Against LIC Holdings and ARBITRAGE, for Accounting)

35. STANSBURY hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 34, inclusive.

36. The relationship between STANSBURY and the Defendants, particularly as affected by Defendants' acts described in preceding paragraphs 19 through 27 created a situation where Defendants had sole access to receipts generated by STANSBURY's efforts, and to books and records reflecting said receipts and the other information from which can be calculated all moneys due to STANSBURY under his arrangement with Defendants.

37. The period of time during which STANSBURY has been deprived of monies due him spans approximately four and a half years. The various sources of revenue to Defendants of monies from which the amounts due STANSBURY may be calculated, the manner in which STANSBURY was to be paid, and the amount due STANSBURY all involve extensive and complicated accounts, and STANSBURY's remedy at law cannot be as full, adequate and expeditious as it is in equity.

WHEREFORE, Plaintiff STANSBURY prays for an adjudication of Plaintiff's right to a full and complete accounting from Defendants, LIC Holdings and ARBITRAGE, and for such orders of Court as will require such Defendants to provide STANSBURY with all records and copies of documents from January 1, 2006 to the present, in order to reveal his right to, and the amount of all sums: (a) received as commissions to which STANSBURY was entitled to a share; (b) due to STANSBURY, whether paid or not; (c) paid to STANSBURY, whether for commissions, salary, distributions, expenses or any other reason; (d) paid to each of the BERNSTEIN Defendants out of monies received as commissions; (e) deposits of any and all moneys received as commissions by any Defendants to any accounts, including the name of the entity whose account was involved, the number(s) of each such account; the address of the branch or other facility through which any Defendant dealt with such entity; (f) calculations as to moneys paid , to be paid, or not to be paid to STANSBURY, together with an award of court costs and such other and further relief as the Court may deem just and proper.

COUNT II - BREACH OF ORAL CONTRACT
(Against LIC Holdings, Inc., ARBITRAGE, SIMON BERNSTEIN and TED BERNSTEIN)

38. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 37, inclusive.

39. The arrangement between STANSBURY and Defendants, as described in paragraphs 13 through 28 above, constituted a contract between them.

40. An express term of that contract involved the commitment of LIC Holdings and ARBITRAGE to calculate and pay to STANSBURY all sums due to him under the contract, whether as commissions, salary, distributions, expenses or any other reason.

41. The Defendants initially performed the duties required of them under said contract.

42. However, Defendants breached their contract with STANSBURY by withholding from STANSBURY monies due him under the contract for renewal commissions earned in 2007 and commissions and renewal commissions earned in 2008 and thereafter.

43. The withholding of such monies constitutes a material breach of the contract between STANSBURY and LIC Holdings and ARBITRAGE.

44. STANSBURY has sued both LIC Holdings and ARBITRAGE because the BERNSTEINS represented that his employment relationship was with LIC Holdings, the company in which he owned a 10% interest, but STANSBURY'S W-2 statements were issued by ARBITRAGE as his employer.

45. SIMON BERNSTEIN and TED BERNSTEIN are personally liable, jointly and severally, for the material breach of the oral employment contract with STANSBURY as LIC Holdings and/or ARBITRAGE were the alter ego of SIMON BERNSTEIN and TED

BERNSTEIN in that the BERNSTEINS depleted corporate assets for their personal benefit by causing the corporation or corporations to make exorbitant and inappropriate distributions to themselves, family members, and BERNSTEIN family trusts and other entities, at the expense of corporate creditors such as STANSBURY, to wit:

a) SIMON BERNSTEIN and TED BERNSTEIN caused LIC Holdings and/or ARBITRAGE to pay to them at least $3,756,229.00 and $5,225,825.00, respectively, in fiscal 2008 during which time STANSBURY, other than the amount referenced in paragraph 21, was paid nothing;

b) According to Palm Beach County public records, in December of 2007 TED BERNSTEIN purchased a property at 880 Berkeley Street, Boca Raton, Florida 33487, for $4,400,000;

c) According to Palm Beach County public records, on December 28, 2008, TED BERNSTEIN paid off the mortgage in the amount of $486,400.00 on a property he owned at 15807 Menton Bay Court, Saturnia Isles, Delray Beach, Florida 33446;

d) According to Palm Beach County public records, SIMON BERNSTEIN paid off the mortgage on property he and his wife owned, and subsequently transferred by quitclaim deed on May 20, 2008 to the trustee of SHIRLEY'S TRUST, at 7020 Lions Head Lane, Boca Raton, Florida, 33496. The amount of the mortgage pay-off is unknown, but in 2013 the property was listed for sale at $2,399,000;

e) According to Palm Beach County public records, on June 18, 2008, BERNSTEIN FAMILY REALTY, LLC acquired a property located at 2753 N.W. 34 Street, Boca Madera Unit 2, Boca Raton, Florida 33432 (the "Boca Madera Property). On July 8, 2008, SIMON BERNSTEIN loaned $365,000 to BERNSTEIN FAMILY REALTY, LLC. The specific

purpose of the loan is unknown, but SIMON BERNSTEIN received a mortgage on the Boca Madera Property to secure the loan;

f) According to Palm Beach County public records, on May 20, 2008 SIMON BERNSTEIN and his wife transferred by quitclaim deed to the trustee of SHIRLEY'S TRUST a 4,220 square foot oceanfront condominium unit in a complex known as "The Aragon" in Boca Raton, located at 2494 South Ocean Boulevard, Boca Raton, Florida. The mortgage on that property was paid off on September 27, 2010.

g) The legal descriptions for each of the above referenced properties are attached hereto as Exhibit "B."

46. There is due to STANSBURY from such Defendants all amounts due under said contract, together with prejudgment and post-judgment interest on said amounts.

WHEREFORE, Plaintiff prays for judgment against SIMON BERNSTEIN and TED BERNSTEIN declaring that Defendants, LIC Holdings, Inc. and ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, are or were the alter ego of SIMON BERNSTEIN and TED BERNSTEIN such that the corporate veil of LIC Holdings and/or ARBITRAGE should be pierced; for judgment against Defendants, LIC Holdings, Inc., ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, SIMON BERNSTEIN and TED BERNSTEIN, jointly and severally, in excess of $1,500,000.00 for the amounts due to Plaintiff under the terms of their contract, together with prejudgment and post-judgment interest; for his court costs herein expended and for such other relief as the Court may deem just and proper.

COUNT III - FRAUD IN THE INDUCEMENT- EMPLOYMENT AGREEMENT (Against SIMON BERNSTEIN and TED BERNSTEIN)

47. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 46, inclusive.

48. At all material times hereto, SIMON BERNSTEIN and TED BERNSTEIN were officers and majority shareholders of LIC Holdings and ARBITRAGE.

49. The statements set forth in paragraphs 18 through 24, above, made by SIMON BERNSTEIN and TED BERNSTEIN, on behalf of and in concert with each other, and as officers and majority shareholders of LIC Holdings and ARBITRAGE, were false statements of material fact that SIMON BERNSTEIN and TED BERNSTEIN knew to be false at the time they were made, as SIMON BERNSTEIN and TED BERNSTEIN never intended to authorize LIC Holdings or ARBITRAGE to pay to STANSBURY the amounts due him as evidenced by the fact that the accountant for LIC Holdings and ARBITRAGE prepared financial worksheets for 2008 showing that the BERNSTEINS would receive compensation, but STANSBURY would not, for fiscal 2008, in direct contravention to their statements and promises to STANSBURY.

50. SIMON BERNSTEIN and TED BERNSTEIN intended for STANSBURY to rely on such statements that he would be ultimately be paid for his productivity in order to induce him into continuing his productive and revenue-generating sales activity as an employee of LIC Holding and/or ARBITRAGE and fraudulently created for STANSBURY the false expectation that STANSBURY would be paid as agreed.

51. STANSBURY in fact relied to his detriment on these false statements and was induced thereby to remain in his employment relationship with LIC Holdings and ARBITRAGE as he continued to sell, with the expectation of payment, products and generate revenue for LIC Holdings and/or ARBITRAGE until 2012, and was further induced not to pursue from LIC Holdings and/ARBITRAGE his right to payment of all amounts due him until after SIMON BERNSTEIN and TED BERNSTEIN had diverted and converted corporate assets for their personal benefit, rendering LIC Holdings, and possibly ARBITRAGE, insolvent.

52. STANSBURY was injured thereby as he was not and has not been compensated for his revenue-generating sales and other performance, and did not seek alternative employment, as a proximate result of his detrimental reliance on these false statements.

WHEREFORE, Plaintiff prays for judgment against Defendants SIMON BERNSTEIN and TED BERNSTEIN, jointly and severally, for damages in excess of $1,500,000.00 together with prejudgment and post-judgment interest; for the imposition of an equitable lien and constructive trust on the Bernstein real estate described in paragraph 45 and Exhibit "B" as more fully set forth in Counts VII and VIII of this Second Amended Complaint; for his court costs herein expended; and for such other relief as the Court may deem just and proper. STANSBURY reserves the right to move to amend to request punitive damages in accordance with Florida Law.

COUNT IV - FRAUD IN THE INDUCEMENT - CEDING OF LIC HOLDINGS OWNERSHIP INTEREST (Against Ted Bernstein and LIC Holdings, Inc.)

53. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 52, inclusive.

54. In the fourth quarter of 2011, TED BERNSTEIN embarked upon a plan to defraud from STANSBURY his 10% ownership interest in LIC Holdings, Inc. As set forth in paragraph 31 above, Defendant TED BERNSTEIN fraudulently induced STANSBURY to prepare and sign a document giving up his 10% interest in and to LIC Holdings, Inc.

55. The ceding of his shares in LIC Holdings, Inc. was procured by fraud and STANSBURY relied upon the representations made by BERNSTEIN with regard to signing the document apparently ceding his stock.

56. It was reasonable for STANSBURY to rely on the representations made by BERNSTEIN because at that time STANSBURY was unaware of the breaches of fiduciary duty and breaches of the oral contract that had taken place.

57. As a result of STANSBURY's reliance, STANSBURY has been damaged by the loss of 10% of the shares of LIC Holdings and the rights and remedies to a shareholder related thereto.

WHEREFORE, Plaintiff prays for a judgment for damages against Defendants BERNSTEIN and LIC Holdings, Inc. for the damages caused by the fraudulent conduct of BERNSTEIN as described herein, together with reasonable costs, pre-judgment interest and any other relief this Court deems just and proper.

COUNT V - CIVIL CONSPIRACY
(Against Simon Bernstein and Ted Bernstein)

58. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 34, and Counts III and IV, paragraphs 47 through 57, inclusive.

59. SIMON BERNSTEIN and TED BERNSTEIN, individually and as officers and majority shareholders of LIC Holdings and ARBITRAGE, knowingly, willfully, intentionally, and maliciously conspired, agreed, combined and confederated with each other to make fraudulent, false and misleading statements to STANSBURY intended to induce STANSBURY to continue his employment relationship with LIC Holdings and/or ARBITRAGE during 2008 and thereafter, without ever intending to authorize payment to STANSBURY for the amounts he was due, a relationship that generated substantial revenue for LIC Holdings and/or ARBITRAGE and, ultimately, SIMON BERNSTEIN and TED BERNSTEIN.

60. SIMON BERNSTEIN and TED BERNSTEIN, individually and as officers and majority shareholders of LIC Holdings and ARBITRAGE, knowingly, willfully, intentionally, and maliciously conspired, agreed, combined and confederated with each other to make fraudulent, false and misleading statements to STANSBURY intended to induce STANSBURY to delay pursuing his right to payment for all amounts due him until such time after SIMON BERNSTEIN and TED BERNSTEIN had converted and diverted corporate assets rendering LIC Holdings, and possibly ARBITRAGE, insolvent and uncollectible.

61. SIMON BERNSTEIN and TED BERNSTEIN, individually and as officers and majority shareholders of LIC Holdings and ARBITRAGE, knowingly, willfully, intentionally, and maliciously conspired, agreed, combined and confederated with each other to fraudulently induce STANSBURY, through false and misleading statements, to surrender and cede, without fair value payment, his 10% interest in LIC Holdings.

62. The numerous fraudulent, false and misleading statements made by SIMON BERNSTEIN and TED BERNSTEIN were all overt acts in furtherance of the conspiracy.

63. STANSBURY was injured thereby in that, as a proximate result of the conspiratorial conduct of SIMON BERNSTEIN and TED BERNSTEIN, he continued in his employment with LIC Holdings and/or ARBITRAGE, without payment of the compensation due him, he delayed pursuit of his right to collect the amounts due him, and ceded his 10% interest in LIC Holdings.

WHEREFORE, Plaintiff prays for judgment against Defendants, SIMON BERNSTEIN and TED BERNSTEIN, jointly and severally, for damages in excess of $1,500,000.00 together with prejudgment and post-judgment interest; for the imposition of an equitable lien and constructive trust on the Bernstein real estate described in paragraph 45 and Exhibit "B" as more fully set forth in Counts VII and VIII of this Second Amended Complaint;

for his court costs herein expended; and for such other relief as the Court may deem just and proper. STANSBURY reserves the right to move to amend to request punitive damages in accordance with Florida Law.

COUNT V - CIVIL THEFT
(Against ARBITRAGE INTERNATIONAL MARKETING, LLC)

64. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 63, inclusive.

65. This is an action for Civil Theft under Chapter 772, Florida Statutes, more specifically §772.11, Fla.Stat.

66. In February, 2012 and March, 2012, Defendant ARBITRAGE intercepted two separate checks made payable to William STANSBURY intended as payment to STANSBURY for matters arising wholly outside his business transactions with the BERNSTEINS, LIC Holdings and ARBITRAGE.

67. Notwithstanding that the checks made payable to William STANSBURY was for sums due STANSBURY by a third party not in connection with the aforesaid business transactions, ARBITRAGE and/or someone acting on its behalf, caused the negotiation of STANSBURY's checks, wrongfully endorsing the checks and retaining the sums that should have been payable to STANSBURY.

68. As a result of the foregoing, Defendant ARBITRAGE has been guilty of criminal theft by conversion with the criminal intent to steal his money and deprive STANSBURY of his possession and use thereof.

69. Written demand for payment of all amounts due STANSBURY has been made to Defendants, more than 30 days preceding the filing of this Complaint, to no avail. A copy of the demand letter is attached hereto as Exhibit "A."

WHEREFORE, Plaintiff prays for judgment against Defendant, ARBITRAGE for three times the full amount of the checks made payable to STANSBURY, together with pre-judgment interest and post-judgment interest, attorneys' fees, court costs and any other relief this Court deems just and proper.

COUNT VII - CONVERSION

70. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 63, inclusive.

71. Further, during 2012, Defendants TED BERNSTEIN, SIMON BERNSTEIN, LIC Holdings, Inc., ARBITRAGE, or someone acting on their behalves, received and cashed in excess of $30,000.00 worth of commission checks otherwise payable to Plaintiff.

WHEREFORE, Plaintiff prays for judgment for damages against Defendant, ABRITRAGE, SIMON BERNSTEIN, LIC Holdings, Inc. and TED BERNSTEIN, together with pre-judgment interest and post-judgment interest, court costs and any other relief this Court deems just and proper.

COUNT VIII - UNJUST ENRICHMENT
(LIC Holdings, ARBITRAGE, SIMON BERNSTEIN and TED BERNSTEIN)

72. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, paragraphs 1 through 65, above.

73. STANSBURY conferred a benefit on LIC Holdings, ARBITRAGE, SIMON BERNSTEIN and TED BERNSTEIN by continuing his employment relationship with LIC Holdings and/or ARBITRAGE as a direct and proximate result of the fraudulent representations of SIMON BERNSTEIN and TED BERNSTEIN, as more fully set forth in Count III herein.

74. STANSBURY's continued employment resulted in the generation of substantial revenue for LIC Holdings and/or ARBITRAGE, which was then diverted and converted by the BERNSTEINS for their own personal use to the financial detriment of STANSBURY.

75. LIC Holdings, ARBITRAGE, SIMON BERNSTEIN and TED BERNSTEIN, as officers and majority shareholders of LIC Holdings and ARBITRAGE, had knowledge of the benefit of STANSBURY's continued employment with LIC Holdings and/or ARBITRAGE as they fraudulently induced STANSBURY to continue his productive employment activity while never intending to pay him the compensation he was due.

76. LIC Holdings, ARBITRAGE, SIMON BERNSTEIN and TED BERNSTEIN accepted the revenues generated by STANSBURY in his capacity as employee.

77. There exists no adequate remedy at law as the conduct of the BERNSTEINS in diverting and converting the corporate assets of LIC Holdings and/or ARBITRAGE has resulted in the insolvency of LIC Holdings and possibly ARBITRAGE.

78. The circumstances are such that it would be inequitable for LIC Holdings, ARBITRAGE, SIMON BERNSTEIN and TED BERNSTEIN to retain the benefits of the STANSBURY's productive revenue-generating labor without paying fair value for it.

WHEREFORE, Plaintiff prays for judgment against Defendants, LIC Holdings, Inc., ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, SIMON BERNSTEIN and TED BERNSTEIN, jointly and severally, in an amount in excess of $1,500,000.00 which the evidence shows Plaintiff is entitled for the fair value of the services Plaintiff provided to LIC Holdings and ARBITRAGE , together with prejudgment and post-judgment interest; for his court costs herein expended and for such other relief as the Court may deem just and proper.

COUNT IX - EQUITABLE LIEN
(As to SIMON BERNSTEIN, TED BERNSTEIN, BERNSTEIN FAMILY REALTY, LLC and SHIRLEY BERNSTEIN TRUST AGREEMENT)

79. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, the allegations set forth in paragraphs 1 through 34, paragraph 45 and Counts III and VII, above.

80. STANSBURY has alleged essential facts in his General Allegations and Count III that show that SIMON BERNSTEIN and TED BERNSTEIN committed fraud by fraudulently inducing STANSBURY to continue in an employment relationship that proved to be highly lucrative for SIMON BERNSTEIN and TED BERNSTEIN.

81. STANSBURY has alleged essential facts in his General Allegations and Count VII that show that SIMON BERNSTEIN and TED BERNSTEIN were unjustly enriched by STANSBURY's uncompensated continued employment with LIC Holdings and/or ARBITRAGE.

82. The conduct of the BERNSTEINS in depleting the corporate assets of LIC Holdings and ARBITRAGE for their personal benefit by causing the corporation or corporations to make exorbitant and inappropriate distributions to themselves, family members, and BERNSTEIN FAMILY REALT, LLC and SHIRLEY BERNSTEIN TRUST AGREEMENT, at the expense of corporate creditors such as STANSBURY, rendered LIC Holdings and possibly ARBITRAGE insolvent. Therefore STANSBURY has no adequate remedy at law.

83. BERNSTEIN FAMILY REALTY, LLC and SHIRLEY BERNSTEIN TRUSTA AGREEMENT were the transferees of some of the corporate assets of LIC Holdings and/or

ARBITRAGE wrongfully diverted and converted by the BERNSTEIN and thus are proper parties to this action and this Count.

84. An equitable lien on the real estate described in paragraph 45 herein and Exhibit "B" attached hereto is justified as an equitable remedy for the wrongful conduct of the BERNSTEINS.

WHEREFORE, Plaintiff prays for the Court to declare and establish an equitable lien in favor of Plaintiff in an amount equal to the funds wrongfully diverted, on the property described in paragraph 45 and Exhibit "B" attached hereto, and on all other assets of the Defendants named in this Count IX, or third parties as yet unknown, which assets have been purchased wholly or in part, improved or benefitted by the diverted funds due Plaintiff, together with his costs herein expended, and such other and further relief as this Court may deem just and proper.

COUNT X - CONSTRUCTIVE TRUST
(As to SIMON BERNSTEIN, TED BERNSTEIN, BERNSTEIN FAMILY REALTY, LLC and SHIRLEY BERNSTEIN TRUST AGREEMENT)

85. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 79 through 84 above.

WHEREFORE, Plaintiff prays for the Court to declare and establish a constructive trust in favor of Plaintiff on the property described in paragraph 45 and Exhibit "B" attached hereto in an amount equal to the funds wrongfully diverted and on all assets of Defendants or third parties as yet unknown, which assets have been purchased wholly or partly, improved or mortgaged by the diversion of said funds due Plaintiff. Plaintiff further prays for an award of court costs and such other and further relief as the Court may deem just and proper.

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that the above and foregoing has been forwarded via e-mail service at mrmlaw@comcast.net; and mrmlaw1@gmail.com to Mark R. Manceri, Esq., Mark R. Manceri, P.A., *Attorney for Donald Tescher and Robert Spallina as Co-Personal Representatives,* 2929 E. Commercial Blvd., Suite 702, Fort Lauderdale, FL 33308; at arose@pm-law.com and mchandler@pm-law.com to Alan Rose, Esq., PAGE, MRACHEK, *Attorneys for Defendants, Ted Bernstein, LIC Holdings, Inc. and Arbitrage International Management, LLC,* 505 So. Flagler Drive, Suite 600, West Palm Beach, FL 33401, on this 3rd day of September, 2013.

PETER M. FEAMAN, P.A.
3615 W. Boynton Beach Blvd.
Boynton Beach, FL 33436
Telephone: (561) 734-5552
Facsimile: (561) 734-5554
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By: _____
Peter M. Feaman
Florida Bar No. 0260347

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June 20, 2012

Via Certified Mail, Return Receipt Requested

PERSONAL and CONFIDENTIAL
Mr. Ted Bernstein, President
LIC Holdings, Inc.
950 Peninsula Corp Circle
Suite 3010
Boca Raton, FL 33487

Re: William (Bill) Stansbury

Dear Mr. Bernstein:

The undersigned represents William (Bill) Stansbury and we are writing this letter on his behalf. Mr. Stansbury received your proposed letter agreement reflecting LIC Holdings' proposal to indemnify its shareholders concerning policies sold under the Cambridge Financing Program. As a result of your proposal, Mr. Stansbury has reviewed with me in detail his dealings with you and your companies over the past 4 to 5 years.

After reviewing the facts with Mr. Stansbury, some of which will be summarized below, I was shocked that he had not consulted legal counsel until now. Be that as it may, and based upon the facts presented to us, we believe you have engaged in fraud, civil theft, breaches of fiduciary duties, and breach of contract, just to name a few. The purpose of this letter is to a). respond to your indemnity proposal and b). request that you pass this letter on to your counsel immediately in the off-chance that these very serious matters can be resolved prior to the filing of legal action. The issues can be summarized as follows:

1. The first issue concerns you and your company's failure to pay salary compensation to Mr. Stansbury. Mr. Stansbury has been making inquiries concerning this for the past 5 months, but to no avail. Mr. Stansbury's claim for unpaid salary arises from three categories:

EXHIBIT A

a. Failure to pay salary based on net retained commissions.

i. Based upon reports prepared by your company for the period of 2007 through 2011, LIC Holdings, Inc. and/or Arbitrage International Holdings, n/k/a Arbitrage International Management, LLC, received $35,384,246.00 in net retained commissions. According to Mr. Stansbury's salary arrangement, he is entitled to 15% of those net retained commissions, which amounts to $5,307,636.90. During this time period, Mr. Stansbury's salary compensation was $2,844,910.00. The shortfall in salary owed to Mr. Stansbury is $2,462,726.90.

ii. There is salary compensation owed to Mr. Stansbury as a result of bridge loans in 2008. You received a $2,000,000.00 settlement in 2010 resulting from the resolution of a lawsuit involving Global Secured Capital. Mr. Stansbury is entitled to 15% of those funds, which is $300,000.00.

iii. In addition, you received $507,891.00 in commissions in connection with the Biviano matter. Mr. Stansbury is entitled to 15% of those funds, which is $76,183.65.

iv. In April of 2012, you received three commissions totaling approximately $200,000.00 in the Levine, Wiss and Berley matters. Mr. Stansbury has been requesting payment of this for weeks, again to no avail. Mr. Stansbury is due salary compensation for these items in the amount of $30,000.00.

Therefore, Mr. Stansbury's total claim for salary arising out of net retained commissions is approximately $2,868,910.55.

The liability for payment of this salary is not limited to LIC Holdings, Inc. or Arbitrage International Management, LLC. This liability also flows to you individually as a result of your breaches of your fiduciary duty owed to Mr. Stansbury and utter failure to abide by corporate governance standards, which conduct is more particularly described below.

b. Mr. Stansbury is also due unpaid salary based on 15% of all renewal commissions since 2008. Mr. Stansbury's salary claim for renewal commissions cannot as yet be determined with specificity due to the fact that you and your office have been opening mail directed to Mr. Stansbury and negotiating checks made payable to him by falsifying his endorsement and depositing those checks into accounts which only you control. This conduct constitutes civil theft and breach of fiduciary duty. We believe this claim amounts to hundreds of thousands of dollars.

c. Salary compensation for 2008. Mr. Stansbury has recently learned that you and Mr. Simon Bernstein received $8,982,124.00 in salary in 2008. By contrast, Mr. Stansbury received $420,018.00, paid to him in January 2008, based on policies sold in 2007. He received zero (no salary compensation) for his 2008 production. It is obvious that you and Simon treated your corporations as personal ATM machines, while completely ignoring your fiduciary

responsibilities to your employee and minority shareholder, Mr. Stansbury. It further appears that after the exorbitant salaries were paid to you, you then loaned the money back to the corporation at an interest rate significantly above market rates in order to meet the cash flow needs of the various entities, again, clearly disregarding your corporate governance responsibilities.

2. Indemnification issues.

Mr. Stansbury has been served with three lawsuits from Phoenix Insurance Company and one from Mr. Wright seeking indemnification as a result of agent misconduct which was in no way attributable to the conduct of Mr. Stansbury. Although all of these matters have been settled, because he was the qualifying agent of record for other policies, he could be the subject of future litigation for refunds of commissions paid. All of these commissions were paid over to you or your companies.

The Indemnification Agreement which you sent to Mr. Stansbury is completely insufficient. You have a duty as a matter of law to indemnify Mr. Stansbury. Your offer of future indemnity is contingent upon "all" commissions that have been received by LIC's present or past shareholders be turned over to LIC. This is nothing short of extortion. Further, your second paragraph states that LIC is "presently insolvent" and has a "negative net worth." You then conclude with the sentence that with the indemnification agreement in place, LIC "may" have sufficient funds to meet its current obligations. Therefore, a simple indemnification from LIC Holdings to Mr. Stansbury is insufficient. Any such indemnification would have to be personally guaranteed by you and Mr. Simon Bernstein.

3. Unauthorized interception of U.S. Mail.

I have been given the understanding that your office has been opening mail directed to Mr. Stansbury personally. This is a federal offense and also constitutes a breach of the fiduciary duty you owe to Mr. Stansbury as an employee and minority shareholder.

There has been no accounting to Mr. Stansbury for any of the checks which may have been sent to him personally on which his signature has been forged, the checks cashed and placed out of the reach of Mr. Stansbury. In 2012, Mr. Stansbury has been receiving checks from Phoenix Life Insurance Company and TransAmerica Life Insurance Company. Mr. Stansbury has been holding these checks. They have now been remitted to the undersigned as attorney for Mr. Stansbury. This office is holding these funds in a separate interest-bearing trust account pending the resolution of this matter.

With regard to all of the other insurance companies for whom Mr. Stansbury is listed as the qualifying agent, he has now informed those companies that all future renewal commissions paid to him personally be sent to Mr. Stansbury at his home address. These funds will then be remitted to the undersigned counsel of record for Mr. Stansbury. We will place these funds in a separate interest-bearing trust account as well. Any attempts by you to contact these insurance

companies will be considered a tortious interference of his business relationship and such activity will be added as a claim in any future legal proceedings.

4. Shareholder status.

Mr. Stansbury has been a 10% shareholder of LIC Holdings, Inc., pursuant to the terms of a Shareholders Agreement. On behalf of Mr. Stansbury, demand is hereby made, pursuant to Florida Statute 607.1602, for inspection of the corporate records including the following:

I. Minutes of the Board of Directors meetings from January 1, 2008 to the present.

II. Minutes of Shareholders' meetings from January 1, 2008 to the present.

III. Records of any actions taken by the Shareholders and/or the Board of Directors without a meeting, from January 1, 2008 to the present.

IV. Accounting and financial records of LIC Holdings, Inc., Arbitrage International Management, LLC, formerly known as Arbitrage International Holdings, LLC, and all other subsidiary or affiliated companies under your control, including, without limitation, income tax returns, general ledgers, balance sheets, profit and loss statements, stock books, bank statements, loan agreements or guarantees, and any other financial books and records from January 1, 2008 to the present.

Mr. Stansbury is seeking to inspect these records in good faith and for the purpose of determining if misappropriation of corporate assets for improper purposes has previously taken or is presently taking place.

I have been made aware of a letter dated December 22, 2011 in which Mr. Stansbury purportedly "ceded" his shares of stock in LIC Holdings, Inc. back to the company. This letter was obtained under false pretenses and is not recognized by Mr. Stansbury as validly conveying his ownership interest in LIC Holdings, Inc.

Please have your legal counsel contact us within ten (10) days. Should we fail to receive a response within that time, Mr. Stansbury will take legal action to protect his rights and interests.

Very truly yours,

PETER M. FEAMAN, P.A.

By: Peter M. Feaman

PMF/mk
cc: William Stansbury
CC Riggs (e-mail)

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mr. Ted Bernstein, Pres.
LIC Holdings, Inc.
950 Peninsula Corp. Cir.
Suite 3010
Boca Raton, FL 33487

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7011 0110 0000 6015 5239

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,
Plaintiff,

CASE NO: 50 2012 CA 013933 MB AA

v.

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN and as co-trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,
Defendants.
_____/

SECOND AMENDED COMPLAINT

WILLIAM E. STANSBURY, by and through undersigned counsel, sues the Defendants and states:

1. This is an action for money damages in excess of $15,000, and for equitable relief.

2. Plaintiff (hereinafter referred to as "STANSBURY") is *sui juris*, and a resident of Palm Beach County, Florida.

3. Defendant TED S. BERNSTEIN ("TED BERNSTEIN"), is *sui juris*, and a resident of Palm Beach County, Florida.

4. SIMON L. BERNSTEIN ("SIMON BERNSTEIN") died on or about September 13, 2012, after the filing of the initial Complaint in this action. At the time of his death, SIMON BERNSTEIN was *sui juris*, and was a resident of Palm Beach County, Florida. Defendants

Donald R. Tescher and Robert L. Spallina are serving as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN (the "ESTATE")which ESTATE is presently open and pending in the Palm Beach County Circuit Court, *In re: Estate of Simon L. Bernstein*, Case No. 502012CP004391XXXXSB (the "Estate Proceeding"). In accordance with Section 733.705, Florida Statutes, STANSBURY hereby brings this independent action against the ESTATE with respect to his Statement of Claim that was filed and objected to in the Estate Proceeding.

5. Defendant, LIC HOLDINGS, INC. ("LIC Holdings") is a Florida corporation with its principal place of business in Palm Beach County, Florida.

6. Defendant, ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, formerly known as ARBITRAGE INTERNATIONAL HOLDINGS, LLC, ("ARBITRAGE") is a Florida limited liability company with its principal place of business in Palm Beach County, Florida.

7. Defendant, BERNSTEIN FAMILY REALTY, LLC is a Florida limited liability company doing business in Palm Beach County.

8. Defendant, the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008 ("SHIRLEY'S TRUST"), owns real property in Palm Beach County, Florida. Based upon information and belief, Donald R. Tescher and Robert L. Spallina are serving as co-trustees of SHIRLEY'S TRUST. This Court has personal jurisdiction over the trustees and the beneficiaries of SHIRLEY'S TRUST under Section 736.0202, Florida Statutes, as the principal place of administration of SHIRLEY'S TRUST is in Palm Beach County, Florida. This court has subject matter jurisdiction over this action under Section 736.0203, Florida Statutes. Venue is proper in Palm Beach County, Florida, under Section 736.0204, Florida Statutes, as the principal place of administration of SHIRLEY'S TRUST is in Palm Beach County, Florida and one or more of the beneficiaries of SHIRLEY'S TRUST reside in Palm Beach County, Florida.

9. The acts and incidents giving rise to the causes of action alleged herein arose in Palm Beach County, Florida.

General Allegations

10. STANSBURY has worked in the insurance industry for virtually all of his adult life. After 30 years, he had become well-known and highly regarded by major insurance companies, their principals and others throughout the insurance industry, at all levels thereof, as well as by professionals, including attorneys, CPA's, financial advisors, wealth managers and others who were involved in serving, or otherwise dealing with insurers, insurance brokers and life insurance products.

11. SIMON BERNSTEIN dealt at sophisticated levels of the insurance industry and specialized in developing and marketing insurance concepts suitable for persons of high net worth to incorporate into their wealth management and estate planning.

12. TED BERNSTEIN, the son of SIMON BERNSTEIN, was also actively involved in selling life insurance products in conjunction with attorneys, CPAs and other professionals, to be incorporated into high net worth individuals' financial and estate planning.

13. TED BERNSTEIN, acting on his behalf and on behalf of, and in concert with, SIMON BERNSTEIN, approached STANSBURY in 2003, urging STANSBURY to spearhead the marketing of a unique insurance concept, newly developed by a prominent law firm, which was designed for use in the financial and estate planning of high net worth individuals.

14. TED BERNSTEIN told STANSBURY that he knew of STANSBURY's expertise and reputation in the insurance and related industries and that STANSBURY was skilled at and accustomed to speaking and marketing insurance products to groups of professionals. He realized that STANSBURY, because of his knowledge, reputation and abilities, would be well suited to market this concept nationwide through prominent and experienced professionals.

15. In 2006, SIMON BERNSTEIN and TED BERNSTEIN (collectively, "BERNSTEIN" or the "BERNSTEINS") formed, as sole shareholders, Defendants LIC Holdings and ARBITRAGE for the purpose of marketing and selling certain life insurance products to high net worth individuals for their wealth management and estate planning needs.

16. STANSBURY agreed to become an employee of LIC Holdings, Inc. and ARBITRAGE and agreed to a salary of 15% of net retained commissions received on all products sold, including renewals. STANSBURY at this time was responsible for, among other duties, calculating, on a monthly basis, the commissions due him in connection with new business generated in the current year and renewals on business generated in previous years.

17. STANSBURY worked with diligence and skill, traveling throughout the United States, generating ever-increasing sales and generating very large commissions. By 2006, nationwide sales were resulting in substantial commissions on new policies and renewal commissions.

18. Also in 2006, SIMON BERNSTEIN, acting on his behalf and on behalf of, and in concert with, TED BERNSTEIN, told STANSBURY that STANSBURY was being rewarded for his efforts and the explosive growth of the business, such that he would receive a 10% ownership interest in LIC Holdings, Inc. SIMON BERNSTEIN and TED BERNSTEIN, collectively, were majority shareholders while STANSBURY was a minority shareholder in LIC Holdings, Inc.

19. STANSBURY has sued both LIC Holdings and ARBITRAGE because the BERNSTEINS represented that his employment relationship was with LIC Holdings, the company in which he owned a 10% interest, but STANSBURY'S W-2 statements were issued by ARBITRAGE as his employer.

20. In February of 2008, SIMON BERNSTEIN, acting on his behalf and on behalf of, and in concert with TED BERNSTEIN, approached STANSBURY and told him his time would

be better spent building the business rather than performing monthly calculations of income. The plan proposed was that, rather than STANSBURY performing computations on a monthly basis as to how much should be paid to him based upon 15% of the net retained commissions derived from both new policies sold and renewals from previous years, the BERNSTEINS and STANSBURY all would forego monthly payouts and defer compensation until the end of 2008, when year-end computations could be made. It was represented that in December, year-end computations would be made and salaries would be paid in December 2008 or January of 2009. It was specifically represented to STANSBURY that:

a) neither SIMON BERNSTEIN, TED BERNSTEIN nor STANSBURY would take any compensation during fiscal year 2008 but rather they all would wait until the year-end accounting was performed in December of 2008 or January, 2009;

b) SIMON BERNSTEIN, TED BERNSTEIN, and STANSBURY would each be paid a minimum salary of $1,000,000 at year end, and STANSBURY'S salary was to be applied against his earned commissions of 15%. Any compensation due STANSBURY over and above the $1,000,000 would be paid as a distribution on his stock ownership interest in LIC Holdings.

21. In January of 2008, STANSBURY was paid $420,018 for commissions earned on some 2007 sales. However, STANSBURY was not, and has never been, paid the commissions due him on sales in 2008 and thereafter, and he was not and has never been paid the renewal commissions due him on sales made in previous years that were paid to LIC Holdings or ARBITRAGE in 2008 and thereafter, other than a nominal payment of $30,000 made in 2010.

22. When STANSBURY was not paid as agreed in late 2008/2009 and thereafter, SIMON BERNSTEIN and TED BERNSTEIN, on behalf of and in concert with each other, stated to STANSBURY that salary and ownership distributions due and owing to SIMON BERNSTEIN, TED BERNSTEIN and STANSBURY would be deferred to a future time. This

deferral of payment was represented to be important because, as a result of the virtual collapse of the capital lending markets in 2008, it was necessary to retain the funds in the corporate bank accounts to demonstrate to potential lenders the financial stability of the companies.

23. The false statements set forth in paragraphs 18 through 21, above, were made by SIMON BERNSTEIN and TED BERNSTEIN, in concert with each other, with knowledge of their falsity and with the intention of never to fulfilling such promises.

24. Despite the representations to STANSBURY set forth above to the contrary, SIMON BERNSTEIN and TED BERNSTEIN, as officers and majority shareholders of LIC Holdings and ARBITRAGE, authorized LIC Holdings and/or ARBITRAGE to pay themselves $3,756,229.00 and $5,225,825.00, respectively, in 2008. Contrary to the representations made as set forth in paragraph 20, STANSBURY received no compensation for first year commissions and renewal commissions due him in 2008.

25. The net retained commissions by LIC Holdings and ARBITRAGE, not including renewals, for 2008 were approximately $13,442,549.00. As such, STANSBURY was entitled to, at the very minimum, 15% of $13,442,549.00, or $2,016,382.35.

26. Beginning late in 2007 or early in 2008, and continuing through at least 2012, LIC Holdings and/or ARBITRAGE became the alter ego of SIMON BERNSTEIN and TED BERNSTEIN, as officers and majority shareholders, in that they disregarded corporate structure and wrongfully diverted, converted and depleted corporate assets of LIC Holdings and ARBITRAGE for their own personal benefit and the benefit of Bernstein family trusts and other entities as more specifically set forth below. Those trusts have since invested some of these wrongfully diverted and converted corporate assets in real estate, also as more particularly set forth below. The wrongful action of SIMON BERNSTEIN and TED BERNSTEIN in diverting and converting corporate assets rendered LIC Holdings, and possibly ARBITRAGE, insolvent.

27. Throughout 2009, SIMON BERNSTEIN and TED BERNSTEIN continued to make false statements to STANSBURY to hide the fact that LIC Holdings and/or ARBITRAGE was their alter ego, in that they converted corporate property and corporate assets of LIC and/or ARBITRAGE for their own personal benefit in 2008, 2009 and thereafter, all to the exclusion and financial detriment of STANSBURY, all the while fraudulently representing to STANSBURY that no money was being paid as salary or distributions to SIMON BERNSTEIN, TED BERNSTEIN or STANSBURY because it was necessary to hold the funds in the corporate bank accounts to show to potential lenders the financial stability of the company.

28. STANSBURY relied upon these continuing misrepresentations of Defendants to his detriment. Because STANSBURY was told that potential funding sources for the business needed to see that capital of the company was available, he took no action when he did not receive any compensation for 2009 and was paid only $30,000 in 2010.

29. In order to continue their scheme to defraud, SIMON BERNSTEIN and TED BERNSTEIN failed and refused to account for renewal commissions and failed to supply any financial information to STANSBURY concerning LIC Holdings or ARBITRAGE.

30. In furtherance of their scheme to deprive STANSBURY of salary he had earned and shareholder distributions to which he was entitled, SIMON BERNSTEIN and TED BERNSTEIN intercepted mail addressed to STANSBURY, removing commission checks representing commissions due to STANSBURY, deposited the funds into their own accounts and otherwise converted the funds. SIMON BERNSTEIN and TED BERNSTEIN also opened STANSBURY's mail containing checks payable to him which were unrelated to them and the businesses.

31. In December, 2011 STANSBURY had been battling a painful and debilitating disease that could only be managed through the administration of potentially harmful

prescription medications. On December 22, 2011, the Defendants BERNSTEIN, with knowledge of STANSBURY's health issues and his debilitated condition, decided to take advantage of and deceive STANSBURY further. STANSBURY had for years been given K-1 statements reflecting his 10% ownership of LIC Holdings. At that time, TED BERNSTEIN told STANSBURY that the company accountant had discovered a potential significant taxable event which could cause STANSBURY, as one of the owners of LIC Holdings to pay taxes on phantom income. TED BERNSTEIN promised that if STANSBURY would sign a paper ceding his 10% interest in LIC Holdings, he would not have to pay the tax if in fact the tax was due. TED BERNSTEIN promised he would hold the paper, promising it would not become operative until STANSBURY and the Defendants BERNSTEIN discussed the situation further in the first quarter of 2012.

32. Because of the misrepresentations, willful concealments of material facts, duplicity and deceit practiced by Defendants upon STANSBURY, STANSBURY reasonably believed that Defendants had complied, or intended to comply with their obligations to STANSBURY under the contract between them. STANSBURY, therefore, was prevented from knowing for a period of years that the causes of action asserted herein existed.

33. By the second quarter of 2012, STANSBURY developed the belief that the BERNSTEINS' representations over the years were wholly false and he sought legal counsel.

34. STANSBURY has retained the law firm of Peter M. Feaman, P.A. and has agreed to pay it a reasonable fee for its services rendered herein.

COUNT I - ACCOUNTING
(Against LIC Holdings and ARBITRAGE, for Accounting)

35. STANSBURY hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 34, inclusive.

36. The relationship between STANSBURY and the Defendants, particularly as affected by Defendants' acts described in preceding paragraphs 19 through 27 created a situation where Defendants had sole access to receipts generated by STANSBURY's efforts, and to books and records reflecting said receipts and the other information from which can be calculated all moneys due to STANSBURY under his arrangement with Defendants.

37. The period of time during which STANSBURY has been deprived of monies due him spans approximately four and a half years. The various sources of revenue to Defendants of monies from which the amounts due STANSBURY may be calculated, the manner in which STANSBURY was to be paid, and the amount due STANSBURY all involve extensive and complicated accounts, and STANSBURY's remedy at law cannot be as full, adequate and expeditious as it is in equity.

WHEREFORE, Plaintiff STANSBURY prays for an adjudication of Plaintiff's right to a full and complete accounting from Defendants, LIC Holdings and ARBITRAGE, and for such orders of Court as will require such Defendants to provide STANSBURY with all records and copies of documents from January 1, 2006 to the present, in order to reveal his right to, and the amount of all sums: (a) received as commissions to which STANSBURY was entitled to a share; (b) due to STANSBURY, whether paid or not; (c) paid to STANSBURY, whether for commissions, salary, distributions, expenses or any other reason; (d) paid to each of the BERNSTEIN Defendants out of monies received as commissions; (e) deposits of any and all moneys received as commissions by any Defendants to any accounts, including the name of the entity whose account was involved, the number(s) of each such account; the address of the branch or other facility through which any Defendant dealt with such entity; (f) calculations as to moneys paid , to be paid, or not to be paid to STANSBURY, together with an award of court costs and such other and further relief as the Court may deem just and proper.

COUNT II - BREACH OF ORAL CONTRACT
(Against LIC Holdings, Inc., ARBITRAGE, SIMON BERNSTEIN and TED BERNSTEIN)

38. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 37, inclusive.

39. The arrangement between STANSBURY and Defendants, as described in paragraphs 13 through 28 above, constituted a contract between them.

40. An express term of that contract involved the commitment of LIC Holdings and ARBITRAGE to calculate and pay to STANSBURY all sums due to him under the contract, whether as commissions, salary, distributions, expenses or any other reason.

41. The Defendants initially performed the duties required of them under said contract.

42. However, Defendants breached their contract with STANSBURY by withholding from STANSBURY monies due him under the contract for renewal commissions earned in 2007 and commissions and renewal commissions earned in 2008 and thereafter.

43. The withholding of such monies constitutes a material breach of the contract between STANSBURY and LIC Holdings and ARBITRAGE.

44. STANSBURY has sued both LIC Holdings and ARBITRAGE because the BERNSTEINS represented that his employment relationship was with LIC Holdings, the company in which he owned a 10% interest, but STANSBURY'S W-2 statements were issued by ARBITRAGE as his employer.

45. SIMON BERNSTEIN and TED BERNSTEIN are personally liable, jointly and severally, for the material breach of the oral employment contract with STANSBURY as LIC Holdings and/or ARBITRAGE were the alter ego of SIMON BERNSTEIN and TED

BERNSTEIN in that the BERNSTEINS depleted corporate assets for their personal benefit by causing the corporation or corporations to make exorbitant and inappropriate distributions to themselves, family members, and BERNSTEIN family trusts and other entities, at the expense of corporate creditors such as STANSBURY, to wit:

a) SIMON BERNSTEIN and TED BERNSTEIN caused LIC Holdings and/or ARBITRAGE to pay to them at least $3,756,229.00 and $5,225,825.00, respectively, in fiscal 2008 during which time STANSBURY, other than the amount referenced in paragraph 21, was paid nothing;

b) According to Palm Beach County public records, in December of 2007 TED BERNSTEIN purchased a property at 880 Berkeley Street, Boca Raton, Florida 33487, for $4,400,000;

c) According to Palm Beach County public records, on December 28, 2008, TED BERNSTEIN paid off the mortgage in the amount of $486,400.00 on a property he owned at 15807 Menton Bay Court, Saturnia Isles, Delray Beach, Florida 33446;

d) According to Palm Beach County public records, SIMON BERNSTEIN paid off the mortgage on property he and his wife owned, and subsequently transferred by quitclaim deed on May 20, 2008 to the trustee of SHIRLEY'S TRUST, at 7020 Lions Head Lane, Boca Raton, Florida, 33496. The amount of the mortgage pay-off is unknown, but in 2013 the property was listed for sale at $2,399,000;

e) According to Palm Beach County public records, on June 18, 2008, BERNSTEIN FAMILY REALTY, LLC acquired a property located at 2753 N.W. 34 Street, Boca Madera Unit 2, Boca Raton, Florida 33432 (the "Boca Madera Property). On July 8, 2008, SIMON BERNSTEIN loaned $365,000 to BERNSTEIN FAMILY REALTY, LLC. The specific

purpose of the loan is unknown, but SIMON BERNSTEIN received a mortgage on the Boca Madera Property to secure the loan;

f) According to Palm Beach County public records, on May 20, 2008 SIMON BERNSTEIN and his wife transferred by quitclaim deed to the trustee of SHIRLEY'S TRUST a 4,220 square foot oceanfront condominium unit in a complex known as "The Aragon" in Boca Raton, located at 2494 South Ocean Boulevard, Boca Raton, Florida. The mortgage on that property was paid off on September 27, 2010.

g) The legal descriptions for each of the above referenced properties are attached hereto as Exhibit "B."

46. There is due to STANSBURY from such Defendants all amounts due under said contract, together with prejudgment and post-judgment interest on said amounts.

WHEREFORE, Plaintiff prays for judgment against SIMON BERNSTEIN and TED BERNSTEIN declaring that Defendants, LIC Holdings, Inc. and ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, are or were the alter ego of SIMON BERNSTEIN and TED BERNSTEIN such that the corporate veil of LIC Holdings and/or ARBITRAGE should be pierced; for judgment against Defendants, LIC Holdings, Inc., ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, SIMON BERNSTEIN and TED BERNSTEIN, jointly and severally, in excess of $1,500,000.00 for the amounts due to Plaintiff under the terms of their contract, together with prejudgment and post-judgment interest; for his court costs herein expended and for such other relief as the Court may deem just and proper.

COUNT III - FRAUD IN THE INDUCEMENT- EMPLOYMENT AGREEMENT (Against SIMON BERNSTEIN and TED BERNSTEIN)

47. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 46, inclusive.

48. At all material times hereto, SIMON BERNSTEIN and TED BERNSTEIN were officers and majority shareholders of LIC Holdings and ARBITRAGE.

49. The statements set forth in paragraphs 18 through 24, above, made by SIMON BERNSTEIN and TED BERNSTEIN, on behalf of and in concert with each other, and as officers and majority shareholders of LIC Holdings and ARBITRAGE, were false statements of material fact that SIMON BERNSTEIN and TED BERNSTEIN knew to be false at the time they were made, as SIMON BERNSTEIN and TED BERNSTEIN never intended to authorize LIC Holdings or ARBITRAGE to pay to STANSBURY the amounts due him as evidenced by the fact that the accountant for LIC Holdings and ARBITRAGE prepared financial worksheets for 2008 showing that the BERNSTEINS would receive compensation, but STANSBURY would not, for fiscal 2008, in direct contravention to their statements and promises to STANSBURY.

50. SIMON BERNSTEIN and TED BERNSTEIN intended for STANSBURY to rely on such statements that he would be ultimately be paid for his productivity in order to induce him into continuing his productive and revenue-generating sales activity as an employee of LIC Holding and/or ARBITRAGE and fraudulently created for STANSBURY the false expectation that STANSBURY would be paid as agreed.

51. STANSBURY in fact relied to his detriment on these false statements and was induced thereby to remain in his employment relationship with LIC Holdings and ARBITRAGE as he continued to sell, with the expectation of payment, products and generate revenue for LIC Holdings and/or ARBITRAGE until 2012, and was further induced not to pursue from LIC Holdings and/ARBITRAGE his right to payment of all amounts due him until after SIMON BERNSTEIN and TED BERNSTEIN had diverted and converted corporate assets for their personal benefit, rendering LIC Holdings, and possibly ARBITRAGE, insolvent.

52. STANSBURY was injured thereby as he was not and has not been compensated for his revenue-generating sales and other performance, and did not seek alternative employment, as a proximate result of his detrimental reliance on these false statements.

WHEREFORE, Plaintiff prays for judgment against Defendants SIMON BERNSTEIN and TED BERNSTEIN, jointly and severally, for damages in excess of $1,500,000.00 together with prejudgment and post-judgment interest; for the imposition of an equitable lien and constructive trust on the Bernstein real estate described in paragraph 45 and Exhibit "B" as more fully set forth in Counts VII and VIII of this Second Amended Complaint; for his court costs herein expended; and for such other relief as the Court may deem just and proper. STANSBURY reserves the right to move to amend to request punitive damages in accordance with Florida Law.

COUNT IV - FRAUD IN THE INDUCEMENT - CEDING OF LIC HOLDINGS OWNERSHIP INTEREST (Against Ted Bernstein and LIC Holdings, Inc.)

53. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 52, inclusive.

54. In the fourth quarter of 2011, TED BERNSTEIN embarked upon a plan to defraud from STANSBURY his 10% ownership interest in LIC Holdings, Inc. As set forth in paragraph 31 above, Defendant TED BERNSTEIN fraudulently induced STANSBURY to prepare and sign a document giving up his 10% interest in and to LIC Holdings, Inc.

55. The ceding of his shares in LIC Holdings, Inc. was procured by fraud and STANSBURY relied upon the representations made by BERNSTEIN with regard to signing the document apparently ceding his stock.

56. It was reasonable for STANSBURY to rely on the representations made by BERNSTEIN because at that time STANSBURY was unaware of the breaches of fiduciary duty and breaches of the oral contract that had taken place.

57. As a result of STANSBURY's reliance, STANSBURY has been damaged by the loss of 10% of the shares of LIC Holdings and the rights and remedies to a shareholder related thereto.

WHEREFORE, Plaintiff prays for a judgment for damages against Defendants BERNSTEIN and LIC Holdings, Inc. for the damages caused by the fraudulent conduct of BERNSTEIN as described herein, together with reasonable costs, pre-judgment interest and any other relief this Court deems just and proper.

COUNT V - CIVIL CONSPIRACY
(Against Simon Bernstein and Ted Bernstein)

58. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 34, and Counts III and IV, paragraphs 47 through 57, inclusive.

59. SIMON BERNSTEIN and TED BERNSTEIN, individually and as officers and majority shareholders of LIC Holdings and ARBITRAGE, knowingly, willfully, intentionally, and maliciously conspired, agreed, combined and confederated with each other to make fraudulent, false and misleading statements to STANSBURY intended to induce STANSBURY to continue his employment relationship with LIC Holdings and/or ARBITRAGE during 2008 and thereafter, without ever intending to authorize payment to STANSBURY for the amounts he was due, a relationship that generated substantial revenue for LIC Holdings and/or ARBITRAGE and, ultimately, SIMON BERNSTEIN and TED BERNSTEIN.

60. SIMON BERNSTEIN and TED BERNSTEIN, individually and as officers and majority shareholders of LIC Holdings and ARBITRAGE, knowingly, willfully, intentionally, and maliciously conspired, agreed, combined and confederated with each other to make fraudulent, false and misleading statements to STANSBURY intended to induce STANSBURY to delay pursuing his right to payment for all amounts due him until such time after SIMON BERNSTEIN and TED BERNSTEIN had converted and diverted corporate assets rendering LIC Holdings, and possibly ARBITRAGE, insolvent and uncollectible.

61. SIMON BERNSTEIN and TED BERNSTEIN, individually and as officers and majority shareholders of LIC Holdings and ARBITRAGE, knowingly, willfully, intentionally, and maliciously conspired, agreed, combined and confederated with each other to fraudulently induce STANSBURY, through false and misleading statements, to surrender and cede, without fair value payment, his 10% interest in LIC Holdings.

62. The numerous fraudulent, false and misleading statements made by SIMON BERNSTEIN and TED BERNSTEIN were all overt acts in furtherance of the conspiracy.

63. STANSBURY was injured thereby in that, as a proximate result of the conspiratorial conduct of SIMON BERNSTEIN and TED BERNSTEIN, he continued in his employment with LIC Holdings and/or ARBITRAGE, without payment of the compensation due him, he delayed pursuit of his right to collect the amounts due him, and ceded his 10% interest in LIC Holdings.

WHEREFORE, Plaintiff prays for judgment against Defendants, SIMON BERNSTEIN and TED BERNSTEIN, jointly and severally, for damages in excess of $1,500,000.00 together with prejudgment and post-judgment interest; for the imposition of an equitable lien and constructive trust on the Bernstein real estate described in paragraph 45 and Exhibit "B" as more fully set forth in Counts VII and VIII of this Second Amended Complaint;

for his court costs herein expended; and for such other relief as the Court may deem just and proper. STANSBURY reserves the right to move to amend to request punitive damages in accordance with Florida Law.

COUNT V - CIVIL THEFT
(Against ARBITRAGE INTERNATIONAL MARKETING, LLC)

64. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 63, inclusive.

65. This is an action for Civil Theft under Chapter 772, Florida Statutes, more specifically §772.11, Fla.Stat.

66. In February, 2012 and March, 2012, Defendant ARBITRAGE intercepted two separate checks made payable to William STANSBURY intended as payment to STANSBURY for matters arising wholly outside his business transactions with the BERNSTEINS, LIC Holdings and ARBITRAGE.

67. Notwithstanding that the checks made payable to William STANSBURY was for sums due STANSBURY by a third party not in connection with the aforesaid business transactions, ARBITRAGE and/or someone acting on its behalf, caused the negotiation of STANSBURY's checks, wrongfully endorsing the checks and retaining the sums that should have been payable to STANSBURY.

68. As a result of the foregoing, Defendant ARBITRAGE has been guilty of criminal theft by conversion with the criminal intent to steal his money and deprive STANSBURY of his possession and use thereof.

69. Written demand for payment of all amounts due STANSBURY has been made to Defendants, more than 30 days preceding the filing of this Complaint, to no avail. A copy of the demand letter is attached hereto as Exhibit "A."

WHEREFORE, Plaintiff prays for judgment against Defendant, ARBITRAGE for three times the full amount of the checks made payable to STANSBURY, together with pre-judgment interest and post-judgment interest, attorneys' fees, court costs and any other relief this Court deems just and proper.

COUNT VII - CONVERSION

70. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 63, inclusive.

71. Further, during 2012, Defendants TED BERNSTEIN, SIMON BERNSTEIN, LIC Holdings, Inc., ARBITRAGE, or someone acting on their behalves, received and cashed in excess of $30,000.00 worth of commission checks otherwise payable to Plaintiff.

WHEREFORE, Plaintiff prays for judgment for damages against Defendant, ABRITRAGE, SIMON BERNSTEIN, LIC Holdings, Inc. and TED BERNSTEIN, together with pre-judgment interest and post-judgment interest, court costs and any other relief this Court deems just and proper.

COUNT VIII - UNJUST ENRICHMENT
(LIC Holdings, ARBITRAGE, SIMON BERNSTEIN and TED BERNSTEIN)

72. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, paragraphs 1 through 65, above.

73. STANSBURY conferred a benefit on LIC Holdings, ARBITRAGE, SIMON BERNSTEIN and TED BERNSTEIN by continuing his employment relationship with LIC Holdings and/or ARBITRAGE as a direct and proximate result of the fraudulent representations of SIMON BERNSTEIN and TED BERNSTEIN, as more fully set forth in Count III herein.

74. STANSBURY's continued employment resulted in the generation of substantial revenue for LIC Holdings and/or ARBITRAGE, which was then diverted and converted by the BERNSTEINS for their own personal use to the financial detriment of STANSBURY.

75. LIC Holdings, ARBITRAGE, SIMON BERNSTEIN and TED BERNSTEIN, as officers and majority shareholders of LIC Holdings and ARBITRAGE, had knowledge of the benefit of STANSBURY's continued employment with LIC Holdings and/or ARBITRAGE as they fraudulently induced STANSBURY to continue his productive employment activity while never intending to pay him the compensation he was due.

76. LIC Holdings, ARBITRAGE, SIMON BERNSTEIN and TED BERNSTEIN acccpted the revenues generated by STANSBURY in his capacity as employee.

77. There exists no adequate remedy at law as the conduct of the BERNSTEINS in diverting and converting the corporate assets of LIC Holdings and/or ARBITRAGE has resulted in the insolvency of LIC Holdings and possibly ARBITRAGE.

78. The circumstances are such that it would be inequitable for LIC Holdings, ARBITRAGE, SIMON BERNSTEIN and TED BERNSTEIN to retain the benefits of the STANSBURY's productive revenue-generating labor without paying fair value for it.

WHEREFORE, Plaintiff prays for judgment against Defendants, LIC Holdings, Inc., ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, SIMON BERNSTEIN and TED BERNSTEIN, jointly and severally, in an amount in excess of $1,500,000.00 which the evidence shows Plaintiff is entitled for the fair value of the services Plaintiff provided to LIC Holdings and ARBITRAGE , together with prejudgment and post-judgment interest; for his court costs herein expended and for such other relief as the Court may deem just and proper.

COUNT IX - EQUITABLE LIEN
(As to SIMON BERNSTEIN, TED BERNSTEIN, BERNSTEIN FAMILY REALTY, LLC and SHIRLEY BERNSTEIN TRUST AGREEMENT)

79. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, the allegations set forth in paragraphs 1 through 34, paragraph 45 and Counts III and VII, above.

80. STANSBURY has alleged essential facts in his General Allegations and Count III that show that SIMON BERNSTEIN and TED BERNSTEIN committed fraud by fraudulently inducing STANSBURY to continue in an employment relationship that proved to be highly lucrative for SIMON BERNSTEIN and TED BERNSTEIN.

81. STANSBURY has alleged essential facts in his General Allegations and Count VII that show that SIMON BERNSTEIN and TED BERNSTEIN were unjustly enriched by STANSBURY's uncompensated continued employment with LIC Holdings and/or ARBITRAGE.

82. The conduct of the BERNSTEINS in depleting the corporate assets of LIC Holdings and ARBITRAGE for their personal benefit by causing the corporation or corporations to make exorbitant and inappropriate distributions to themselves, family members, and BERNSTEIN FAMILY REALT, LLC and SHIRLEY BERNSTEIN TRUST AGREEMENT, at the expense of corporate creditors such as STANSBURY, rendered LIC Holdings and possibly ARBITRAGE insolvent. Therefore STANSBURY has no adequate remedy at law.

83. BERNSTEIN FAMILY REALTY, LLC and SHIRLEY BERNSTEIN TRUSTA AGREEMENT were the transferees of some of the corporate assets of LIC Holdings and/or

ARBITRAGE wrongfully diverted and converted by the BERNSTEIN and thus are proper parties to this action and this Count.

84. An equitable lien on the real estate described in paragraph 45 herein and Exhibit "B" attached hereto is justified as an equitable remedy for the wrongful conduct of the BERNSTEINS.

WHEREFORE, Plaintiff prays for the Court to declare and establish an equitable lien in favor of Plaintiff in an amount equal to the funds wrongfully diverted, on the property described in paragraph 45 and Exhibit "B" attached hereto, and on all other assets of the Defendants named in this Count IX, or third parties as yet unknown, which assets have been purchased wholly or in part, improved or benefitted by the diverted funds due Plaintiff, together with his costs herein expended, and such other and further relief as this Court may deem just and proper.

COUNT X - CONSTRUCTIVE TRUST
(As to SIMON BERNSTEIN, TED BERNSTEIN, BERNSTEIN FAMILY REALTY, LLC and SHIRLEY BERNSTEIN TRUST AGREEMENT)

85. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 79 through 84 above.

WHEREFORE, Plaintiff prays for the Court to declare and establish a constructive trust in favor of Plaintiff on the property described in paragraph 45 and Exhibit "B" attached hereto in an amount equal to the funds wrongfully diverted and on all assets of Defendants or third parties as yet unknown, which assets have been purchased wholly or partly, improved or mortgaged by the diversion of said funds due Plaintiff. Plaintiff further prays for an award of court costs and such other and further relief as the Court may deem just and proper.

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that the above and foregoing has been forwarded via e-mail service at mrmlaw@comcast.net; and mrmlaw1@gmail.com to Mark R. Manceri, Esq., Mark R. Manceri, P.A., *Attorney for Donald Tescher and Robert Spallina as Co-Personal Representatives,* 2929 E. Commercial Blvd., Suite 702, Fort Lauderdale, FL 33308; at arose@pm-law.com and mchandler@pm-law.com to Alan Rose, Esq., PAGE, MRACHEK, *Attorneys for Defendants, Ted Bernstein, LIC Holdings, Inc. and Arbitrage International Management, LLC,* 505 So. Flagler Drive, Suite 600, West Palm Beach, FL 33401, on this 3rd day of September, 2013.

PETER M. FEAMAN, P.A.
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June 20, 2012

Via Certified Mail, Return Receipt Requested

PERSONAL and CONFIDENTIAL
Mr. Ted Bernstein, President
LIC Holdings, Inc.
950 Peninsula Corp Circle
Suite 3010
Boca Raton, FL 33487

Re: William (Bill) Stansbury

Dear Mr. Bernstein:

The undersigned represents William (Bill) Stansbury and we are writing this letter on his behalf. Mr. Stansbury received your proposed letter agreement reflecting LIC Holdings' proposal to indemnify its shareholders concerning policies sold under the Cambridge Financing Program. As a result of your proposal, Mr. Stansbury has reviewed with me in detail his dealings with you and your companies over the past 4 to 5 years.

After reviewing the facts with Mr. Stansbury, some of which will be summarized below, I was shocked that he had not consulted legal counsel until now. Be that as it may, and based upon the facts presented to us, we believe you have engaged in fraud, civil theft, breaches of fiduciary duties, and breach of contract, just to name a few. The purpose of this letter is to a). respond to your indemnity proposal and b). request that you pass this letter on to your counsel immediately in the off-chance that these very serious matters can be resolved prior to the filing of legal action. The issues can be summarized as follows:

1. The first issue concerns you and your company's failure to pay salary compensation to Mr. Stansbury. Mr. Stansbury has been making inquiries concerning this for the past 5 months, but to no avail. Mr. Stansbury's claim for unpaid salary arises from three categories:

EXHIBIT A

a. Failure to pay salary based on net retained commissions.

i. Based upon reports prepared by your company for the period of 2007 through 2011, LIC Holdings, Inc. and/or Arbitrage International Holdings, n/k/a Arbitrage International Management, LLC, received $35,384,246.00 in net retained commissions. According to Mr. Stansbury's salary arrangement, he is entitled to 15% of those net retained commissions, which amounts to $5,307,636.90. During this time period, Mr. Stansbury's salary compensation was $2,844,910.00. The shortfall in salary owed to Mr. Stansbury is $2,462,726.90.

ii. There is salary compensation owed to Mr. Stansbury as a result of bridge loans in 2008. You received a $2,000,000.00 settlement in 2010 resulting from the resolution of a lawsuit involving Global Secured Capital. Mr. Stansbury is entitled to 15% of those funds, which is $300,000.00.

iii. In addition, you received $507,891.00 in commissions in connection with the Biviano matter. Mr. Stansbury is entitled to 15% of those funds, which is $76,183.65.

iv. In April of 2012, you received three commissions totaling approximately $200,000.00 in the Levine, Wiss and Berley matters. Mr. Stansbury has been requesting payment of this for weeks, again to no avail. Mr. Stansbury is due salary compensation for these items in the amount of $30,000.00.

Therefore, Mr. Stansbury's total claim for salary arising out of net retained commissions is approximately $2,868,910.55.

The liability for payment of this salary is not limited to LIC Holdings, Inc. or Arbitrage International Management, LLC. This liability also flows to you individually as a result of your breaches of your fiduciary duty owed to Mr. Stansbury and utter failure to abide by corporate governance standards, which conduct is more particularly described below.

b. Mr. Stansbury is also due unpaid salary based on 15% of all renewal commissions since 2008. Mr. Stansbury's salary claim for renewal commissions cannot as yet be determined with specificity due to the fact that you and your office have been opening mail directed to Mr. Stansbury and negotiating checks made payable to him by falsifying his endorsement and depositing those checks into accounts which only you control. This conduct constitutes civil theft and breach of fiduciary duty. We believe this claim amounts to hundreds of thousands of dollars.

c. Salary compensation for 2008. Mr. Stansbury has recently learned that you and Mr. Simon Bernstein received $8,982,124.00 in salary in 2008. By contrast, Mr. Stansbury received $420,018.00, paid to him in January 2008, based on policies sold in 2007. He received zero (no salary compensation) for his 2008 production. It is obvious that you and Simon treated your corporations as personal ATM machines, while completely ignoring your fiduciary

responsibilities to your employee and minority shareholder, Mr. Stansbury. It further appears that after the exorbitant salaries were paid to you, you then loaned the money back to the corporation at an interest rate significantly above market rates in order to meet the cash flow needs of the various entities, again, clearly disregarding your corporate governance responsibilities.

2. Indemnification issues.

Mr. Stansbury has been served with three lawsuits from Phoenix Insurance Company and one from Mr. Wright seeking indemnification as a result of agent misconduct which was in no way attributable to the conduct of Mr. Stansbury. Although all of these matters have been settled, because he was the qualifying agent of record for other policies, he could be the subject of future litigation for refunds of commissions paid. All of these commissions were paid over to you or your companies.

The Indemnification Agreement which you sent to Mr. Stansbury is completely insufficient. You have a duty as a matter of law to indemnify Mr. Stansbury. Your offer of future indemnity is contingent upon "all" commissions that have been received by LIC's present or past shareholders be turned over to LIC. This is nothing short of extortion. Further, your second paragraph states that LIC is "presently insolvent" and has a "negative net worth." You then conclude with the sentence that with the indemnification agreement in place, LIC "may" have sufficient funds to meet its current obligations. Therefore, a simple indemnification from LIC Holdings to Mr. Stansbury is insufficient. Any such indemnification would have to be personally guaranteed by you and Mr. Simon Bernstein.

3. Unauthorized interception of U.S. Mail.

I have been given the understanding that your office has been opening mail directed to Mr. Stansbury personally. This is a federal offense and also constitutes a breach of the fiduciary duty you owe to Mr. Stansbury as an employee and minority shareholder.

There has been no accounting to Mr. Stansbury for any of the checks which may have been sent to him personally on which his signature has been forged, the checks cashed and placed out of the reach of Mr. Stansbury. In 2012, Mr. Stansbury has been receiving checks from Phoenix Life Insurance Company and TransAmerica Life Insurance Company. Mr. Stansbury has been holding these checks. They have now been remitted to the undersigned as attorney for Mr. Stansbury. This office is holding these funds in a separate interest-bearing trust account pending the resolution of this matter.

With regard to all of the other insurance companies for whom Mr. Stansbury is listed as the qualifying agent, he has now informed those companies that all future renewal commissions paid to him personally be sent to Mr. Stansbury at his home address. These funds will then be remitted to the undersigned counsel of record for Mr. Stansbury. We will place these funds in a separate interest-bearing trust account as well. Any attempts by you to contact these insurance

companies will be considered a tortious interference of his business relationship and such activity will be added as a claim in any future legal proceedings.

4. Shareholder status.

Mr. Stansbury has been a 10% shareholder of LIC Holdings, Inc., pursuant to the terms of a Shareholders Agreement. On behalf of Mr. Stansbury, demand is hereby made, pursuant to Florida Statute 607.1602, for inspection of the corporate records including the following:

I. Minutes of the Board of Directors meetings from January 1, 2008 to the present.

II. Minutes of Shareholders' meetings from January 1, 2008 to the present.

III. Records of any actions taken by the Shareholders and/or the Board of Directors without a meeting, from January 1, 2008 to the present.

IV. Accounting and financial records of LIC Holdings, Inc., Arbitrage International Management, LLC, formerly known as Arbitrage International Holdings, LLC, and all other subsidiary or affiliated companies under your control, including, without limitation, income tax returns, general ledgers, balance sheets, profit and loss statements, stock books, bank statements, loan agreements or guarantees, and any other financial books and records from January 1, 2008 to the present.

Mr. Stansbury is seeking to inspect these records in good faith and for the purpose of determining if misappropriation of corporate assets for improper purposes has previously taken or is presently taking place.

I have been made aware of a letter dated December 22, 2011 in which Mr. Stansbury purportedly "ceded" his shares of stock in LIC Holdings, Inc. back to the company. This letter was obtained under false pretenses and is not recognized by Mr. Stansbury as validly conveying his ownership interest in LIC Holdings, Inc.

Please have your legal counsel contact us within ten (10) days. Should we fail to receive a response within that time, Mr. Stansbury will take legal action to protect his rights and interests.

Very truly yours,

PETER M. FEAMAN, P.A.

By: Peter M. Feaman

Peter M. Feaman

PMF/mk
cc: William Stansbury
cc Riggs (e-mail)

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mr. Ted Bernstein, Pres.
LIC Holdings, Inc.
950 Peninsula Corp. Cir.
Suite 3010
Boca Raton, FL 33487

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7011 0110 0000 6015 5239

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

CIRCUIT CIVIL DIVISION "AA"
CASE NO. 502012CA013933MB

WILLIAM E. STANSBURY,
Plaintiff,
vs.

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as co-personal Representatives of the ESTATE OF SIMON L. BERNSTEIN and as co-trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,
Defendant.
_____/

ORDER CLARIFYING ORDER ON DEFENDANT, TED S. BERNSTEIN'S, MOTION TO DISMIS COUNTS III, VII AND VIII

THIS MATTER came before the Court upon the Motion to Clarify Order on Defendant, TED S. BERNSTEIN'S, Motion to Dismiss Counts III, VII and VIII, filed by Plaintiff. The Court has reviewed the motion and the Court's prior Order of June 12, 2013. After review, it is

ORDERED AND ADJUDGED as follows:

1. Plaintiff's Motion to Clarify Order is granted.

2. The June 12, 2013, Order on Defendant, Ted S. Bernstein's, Motion to Dismiss Counts III, VII and VIII is clarified to the following extent:

A. The Order to Dismiss is without prejudice.

B. The Court found that as to the claim set forth in Count III of the Complaint, "Defendant owes no fiduciary duty directly to Plaintiff under Florida law, and

therefore any direct claim is dismissed." However, in an effort to state a valid cause of action, Plaintiff may amend its claim to include alternative or additional allegations which, if appropriate, may again be challenged via Motion to Dismiss.

C. The Court also found in its Order that a derivative claim by a shareholder cannot be asserted on the grounds stated and that Plaintiff has not met the statutory requirements for asserting a derivative claim. However, Plaintiff may amend its claim to include alternative or additional allegations which, if appropriate, may again be challenged via Motion to Dismiss.

D. The Court's Order makes it clear that its ruling applies to Counts VII and VIII as well.

3. Plaintiff shall have thirty (30) days from the date of this Order within which to amend.

DONE AND ORDERED in Chambers, at West Palm Beach, Palm Beach County, Florida, on this 1 day of ~~July~~ August, 2013.

PETER D. BLANC, Circuit Judge

Copies furnished:
PETER M. FEAMAN, ESQ., 3615 West Boynton Beach Boulevard, Boynton Beach, FL 33436 pfeaman@feamanlaw.com; service@feamanlaw.com; mkoskey@feamanlaw.com; (Counsel for Plaintiff)

MARK R. MANCERI, ESQ., 2929 East Commercial Boulevard, Suite 702, Ft. Lauderdale, FL 33309 mrmlaw@comcast.net; mrmlaw1@gmail.com; (Counsel for Donald R. Tescher and Robert Spallina, as co-personal representatives; Bernstein Family Realty, LLC)

ALAN B. ROSE, ESQ., Page, Mrachek, Fitzgerald, Rose, Konopka & Dow, P.A., 505 South Flagler Drive, Suite 600, West Palm Beach, FL 33401 arose@pm-law.com; mchandler@pm-law.com; (Counsel for Ted S. Bernstein, LIC Holdings, Inc., Arbitrage International Mgmt, LLC, Shirley Bernstein Trust Agreement dated May 20, 2008)

Robert Spallina

From: Prindle, Christopher R [christopher.r.prindle@jpmorgan.com]
Sent: Wednesday, June 26, 2013 7:35 PM
To: Robert Spallina
Subject: Re: Stanford Receivership Certification Notice And Form/Notificación Y Forma De Certificación Para La Administración Judicial De Stanford

Rob,
I'm traveling, and can try to call tomorrow? The receiver had a claim process that required investors to submit claims. - think Si had submitted his claims in accordance with requirements.
This is likely to be pennies on the dollar, and judge recently approved very small payment. Happy to discuss further.

The SEC and SIPA issue is in Appelate court and a ruling in favor of SEC could provide SIPC coverage, and most favorable recovery for investors, but still in courts.

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Wednesday, June 26, 2013 03:21 PM Eastern Standard Time
To: Prindle, Christopher R
Subject: FW: Stanford Receivership Certification Notice And Form/Notificación Y Forma De Certificación Para La Administración Judicial De Stanford

Chris – what do you know about Si's claim? This is the first I am hearing about this. THanks

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From: Ted Bernstein [mailto:tbernstein@lifeinsuranceconcepts.com]
Sent: Wednesday, June 26, 2013 2:45 PM
To: Robert Spallina
Subject: FW: Stanford Receivership Certification Notice And Form/Notificación Y Forma De Certificación Para La Administración Judicial De Stanford

Hi Robert > haven't spoken in a few weeks, hope all is well. I am headed to Charlotte, back on Monday. The info below is related to Si's Stanford claim, I think. I was not involved with this in any way.

Ted

From: Gilardi & Co. LLC, Claim Agent [mailto:info@stanfordfinancialclaims.com]
Sent: Tuesday, June 04, 2013 6:00 PM
To: Ted Bernstein
Subject: Stanford Receivership Certification Notice And Form/Notificación Y Forma De Certificación Para La Administración Judicial De Stanford

Pursuant to the Order dated May 30, 2013 (found at http://www.stanfordfinancialclaims.com/pdf/3-09-cv-0298-N,1877OrderGrantingInterimDistributionPlan.pdf), this email and the links below provide you with a Certification Notice and Form for each of the Investor CD Claims you filed. You should open all links included in this email, as each link contains a separate and unique Certification Notice and Form. For your convenience, each Certification Notice and Form has been provided to you in both English and Spanish; however, you should only return either the English or Spanish version of the Certification Form (but not both).

Carefully read the instruction page, which will tell you what you are required to do to complete the Certification Form, including how and where to return each completed Form. You must submit each completed

Certification Form and all necessary attachments to the Receivership within **SIXTY (60) DAYS** of the date you receive this email.

Very Truly Yours,

Gilardi & Company, LLC as Claims Agent for
Receiver Ralph Janvey

Certification Form and Instructions
Certification 1—Click Here

De conformidad con la Orden del Tribunal con fecha 30 de Mayo de 2013 (que se encuentra en el siguiente enlace, http://www.stanfordfinancialclaims.com/pdf/3-09-cv-0298-N,1877OrderGrantingInterimDistributionPlan.pdf), este correo electrónico y los enlaces abajo indicados le proporcionan la Notificación y Forma de Certificación para cada una de las reclamaciones sometidas por Usted como Demandantes Inversor(es) de CD. Usted debe abrir todos los enlaces incluidos en este correo electrónico, ya que cada enlace indica una Notificación y Forma de Certificación única y separada. Para su conveniencia cada Notificación y Forma de Certificación le es disponible en ambos lenguajes, inglés y español; sin embargo, Usted debe regresar la Notificación de Certificación, solamente ya sea la versión en inglés o en español (pero no ambas).

Cuidadosamente lea la página de instrucción, en la cual se le explicara lo que se le requiere para poder completar la Forma de Certificación, incluyendo como y a donde someter cada Forma luego de ser completada. Usted debe someter cada Forma de Certificación completada junto con todos los documentos adjuntos necesarios, a la Administración Judicial dentro de los **SESENTA (60) DIAS** desde la fecha en que recibe este correo electrónico.

Sinceramente suyo,

Gilardi & Company, LLC como Agente de Reclamaciones para el
Administrador Judicial Ralph Janvey

Formulario de Certificación y Instrucciones

Certificación 1—Clic Aquí

This message was intended for: simon@lifeinsuranceconcepts.com
You were added to the system June 4, 2013. For more information click here.
Update your preferences | Unsubscribe

This email is confidential and subject to important disclaimers and conditions including on offers for the purchase or sale of securities, accuracy and completeness of information, viruses, confidentiality, legal privilege, and legal entity disclaimers, available at http://www.jpmorgan.com/pages/disclosures/email.

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,
Plaintiff,

CASE NO: 50 2012 CA 013933 MB AA

v.

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN and as co-trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,
Defendants.
_____/

SECOND AMENDED COMPLAINT

WILLIAM E. STANSBURY, by and through undersigned counsel, sues the Defendants and states:

1. This is an action for money damages in excess of $15,000, and for equitable relief.

2. Plaintiff (hereinafter referred to as "STANSBURY") is *sui juris*, and a resident of Palm Beach County, Florida.

3. Defendant TED S. BERNSTEIN ("TED BERNSTEIN"), is *sui juris*, and a resident of Palm Beach County, Florida.

4. SIMON L. BERNSTEIN ("SIMON BERNSTEIN") died on or about September 13, 2012, after the filing of the initial Complaint in this action. At the time of his death, SIMON BERNSTEIN was *sui juris*, and was a resident of Palm Beach County, Florida. Defendants

Donald R. Tescher and Robert L. Spallina are serving as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN (the "ESTATE")which ESTATE is presently open and pending in the Palm Beach County Circuit Court, *In re: Estate of Simon L. Bernstein*, Case No. 502012CP004391XXXXSB (the "Estate Proceeding"). In accordance with Section 733.705, Florida Statutes, STANSBURY hereby brings this independent action against the ESTATE with respect to his Statement of Claim that was filed and objected to in the Estate Proceeding.

5. Defendant, LIC HOLDINGS, INC. ("LIC Holdings") is a Florida corporation with its principal place of business in Palm Beach County, Florida.

6. Defendant, ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, formerly known as ARBITRAGE INTERNATIONAL HOLDINGS, LLC, ("ARBITRAGE") is a Florida limited liability company with its principal place of business in Palm Beach County, Florida.

7. Defendant, BERNSTEIN FAMILY REALTY, LLC is a Florida limited liability company doing business in Palm Beach County.

8. Defendant, the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008 ("SHIRLEY'S TRUST"), owns real property in Palm Beach County, Florida. Based upon information and belief, Donald R. Tescher and Robert L. Spallina are serving as co-trustees of SHIRLEY'S TRUST. This Court has personal jurisdiction over the trustees and the beneficiaries of SHIRLEY'S TRUST under Section 736.0202, Florida Statutes, as the principal place of administration of SHIRLEY'S TRUST is in Palm Beach County, Florida. This court has subject matter jurisdiction over this action under Section 736.0203, Florida Statutes. Venue is proper in Palm Beach County, Florida, under Section 736.0204, Florida Statutes, as the principal place of administration of SHIRLEY'S TRUST is in Palm Beach County, Florida and one or more of the beneficiaries of SHIRLEY'S TRUST reside in Palm Beach County, Florida.

9. The acts and incidents giving rise to the causes of action alleged herein arose in Palm Beach County, Florida.

General Allegations

10. STANSBURY has worked in the insurance industry for virtually all of his adult life. After 30 years, he had become well-known and highly regarded by major insurance companies, their principals and others throughout the insurance industry, at all levels thereof, as well as by professionals, including attorneys, CPA's, financial advisors, wealth managers and others who were involved in serving, or otherwise dealing with insurers, insurance brokers and life insurance products.

11. SIMON BERNSTEIN dealt at sophisticated levels of the insurance industry and specialized in developing and marketing insurance concepts suitable for persons of high net worth to incorporate into their wealth management and estate planning.

12. TED BERNSTEIN, the son of SIMON BERNSTEIN, was also actively involved in selling life insurance products in conjunction with attorneys, CPAs and other professionals, to be incorporated into high net worth individuals' financial and estate planning.

13. TED BERNSTEIN, acting on his behalf and on behalf of, and in concert with, SIMON BERNSTEIN, approached STANSBURY in 2003, urging STANSBURY to spearhead the marketing of a unique insurance concept, newly developed by a prominent law firm, which was designed for use in the financial and estate planning of high net worth individuals.

14. TED BERNSTEIN told STANSBURY that he knew of STANSBURY's expertise and reputation in the insurance and related industries and that STANSBURY was skilled at and accustomed to speaking and marketing insurance products to groups of professionals. He realized that STANSBURY, because of his knowledge, reputation and abilities, would be well suited to market this concept nationwide through prominent and experienced professionals.

15. In 2006, SIMON BERNSTEIN and TED BERNSTEIN (collectively, "BERNSTEIN" or the "BERNSTEINS") formed, as sole shareholders, Defendants LIC Holdings and ARBITRAGE for the purpose of marketing and selling certain life insurance products to high net worth individuals for their wealth management and estate planning needs.

16. STANSBURY agreed to become an employee of LIC Holdings, Inc. and ARBITRAGE and agreed to a salary of 15% of net retained commissions received on all products sold, including renewals. STANSBURY at this time was responsible for, among other duties, calculating, on a monthly basis, the commissions due him in connection with new business generated in the current year and renewals on business generated in previous years.

17. STANSBURY worked with diligence and skill, traveling throughout the United States, generating ever-increasing sales and generating very large commissions. By 2006, nationwide sales were resulting in substantial commissions on new policies and renewal commissions.

18. Also in 2006, SIMON BERNSTEIN, acting on his behalf and on behalf of, and in concert with, TED BERNSTEIN, told STANSBURY that STANSBURY was being rewarded for his efforts and the explosive growth of the business, such that he would receive a 10% ownership interest in LIC Holdings, Inc. SIMON BERNSTEIN and TED BERNSTEIN, collectively, were majority shareholders while STANSBURY was a minority shareholder in LIC Holdings, Inc.

19. STANSBURY has sued both LIC Holdings and ARBITRAGE because the BERNSTEINS represented that his employment relationship was with LIC Holdings, the company in which he owned a 10% interest, but STANSBURY'S W-2 statements were issued by ARBITRAGE as his employer.

20. In February of 2008, SIMON BERNSTEIN, acting on his behalf and on behalf of, and in concert with TED BERNSTEIN, approached STANSBURY and told him his time would

be better spent building the business rather than performing monthly calculations of income. The plan proposed was that, rather than STANSBURY performing computations on a monthly basis as to how much should be paid to him based upon 15% of the net retained commissions derived from both new policies sold and renewals from previous years, the BERNSTEINS and STANSBURY all would forego monthly payouts and defer compensation until the end of 2008, when year-end computations could be made. It was represented that in December, year-end computations would be made and salaries would be paid in December 2008 or January of 2009. It was specifically represented to STANSBURY that:

a) neither SIMON BERNSTEIN, TED BERNSTEIN nor STANSBURY would take any compensation during fiscal year 2008 but rather they all would wait until the year-end accounting was performed in December of 2008 or January, 2009;

b) SIMON BERNSTEIN, TED BERNSTEIN, and STANSBURY would each be paid a minimum salary of $1,000,000 at year end, and STANSBURY'S salary was to be applied against his earned commissions of 15%. Any compensation due STANSBURY over and above the $1,000,000 would be paid as a distribution on his stock ownership interest in LIC Holdings.

21. In January of 2008, STANSBURY was paid $420,018 for commissions earned on some 2007 sales. However, STANSBURY was not, and has never been, paid the commissions due him on sales in 2008 and thereafter, and he was not and has never been paid the renewal commissions due him on sales made in previous years that were paid to LIC Holdings or ARBITRAGE in 2008 and thereafter, other than a nominal payment of $30,000 made in 2010.

22. When STANSBURY was not paid as agreed in late 2008/2009 and thereafter, SIMON BERNSTEIN and TED BERNSTEIN, on behalf of and in concert with each other, stated to STANSBURY that salary and ownership distributions due and owing to SIMON BERNSTEIN, TED BERNSTEIN and STANSBURY would be deferred to a future time. This

deferral of payment was represented to be important because, as a result of the virtual collapse of the capital lending markets in 2008, it was necessary to retain the funds in the corporate bank accounts to demonstrate to potential lenders the financial stability of the companies.

23. The false statements set forth in paragraphs 18 through 21, above, were made by SIMON BERNSTEIN and TED BERNSTEIN, in concert with each other, with knowledge of their falsity and with the intention of never to fulfilling such promises.

24. Despite the representations to STANSBURY set forth above to the contrary, SIMON BERNSTEIN and TED BERNSTEIN, as officers and majority shareholders of LIC Holdings and ARBITRAGE, authorized LIC Holdings and/or ARBITRAGE to pay themselves $3,756,229.00 and $5,225,825.00, respectively, in 2008. Contrary to the representations made as set forth in paragraph 20, STANSBURY received no compensation for first year commissions and renewal commissions due him in 2008.

25. The net retained commissions by LIC Holdings and ARBITRAGE, not including renewals, for 2008 were approximately $13,442,549.00. As such, STANSBURY was entitled to, at the very minimum, 15% of $13,442,549.00, or $2,016,382.35.

26. Beginning late in 2007 or early in 2008, and continuing through at least 2012, LIC Holdings and/or ARBITRAGE became the alter ego of SIMON BERNSTEIN and TED BERNSTEIN, as officers and majority shareholders, in that they disregarded corporate structure and wrongfully diverted, converted and depleted corporate assets of LIC Holdings and ARBITRAGE for their own personal benefit and the benefit of Bernstein family trusts and other entities as more specifically set forth below. Those trusts have since invested some of these wrongfully diverted and converted corporate assets in real estate, also as more particularly set forth below. The wrongful action of SIMON BERNSTEIN and TED BERNSTEIN in diverting and converting corporate assets rendered LIC Holdings, and possibly ARBITRAGE, insolvent.

27. Throughout 2009, SIMON BERNSTEIN and TED BERNSTEIN continued to make false statements to STANSBURY to hide the fact that LIC Holdings and/or ARBITRAGE was their alter ego, in that they converted corporate property and corporate assets of LIC and/or ARBITRAGE for their own personal benefit in 2008, 2009 and thereafter, all to the exclusion and financial detriment of STANSBURY, all the while fraudulently representing to STANSBURY that no money was being paid as salary or distributions to SIMON BERNSTEIN, TED BERNSTEIN or STANSBURY because it was necessary to hold the funds in the corporate bank accounts to show to potential lenders the financial stability of the company.

28. STANSBURY relied upon these continuing misrepresentations of Defendants to his detriment. Because STANSBURY was told that potential funding sources for the business needed to see that capital of the company was available, he took no action when he did not receive any compensation for 2009 and was paid only $30,000 in 2010.

29. In order to continue their scheme to defraud, SIMON BERNSTEIN and TED BERNSTEIN failed and refused to account for renewal commissions and failed to supply any financial information to STANSBURY concerning LIC Holdings or ARBITRAGE.

30. In furtherance of their scheme to deprive STANSBURY of salary he had earned and shareholder distributions to which he was entitled, SIMON BERNSTEIN and TED BERNSTEIN intercepted mail addressed to STANSBURY, removing commission checks representing commissions due to STANSBURY, deposited the funds into their own accounts and otherwise converted the funds. SIMON BERNSTEIN and TED BERNSTEIN also opened STANSBURY's mail containing checks payable to him which were unrelated to them and the businesses.

31. In December, 2011 STANSBURY had been battling a painful and debilitating disease that could only be managed through the administration of potentially harmful

prescription medications. On December 22, 2011, the Defendants BERNSTEIN, with knowledge of STANSBURY's health issues and his debilitated condition, decided to take advantage of and deceive STANSBURY further. STANSBURY had for years been given K-1 statements reflecting his 10% ownership of LIC Holdings. At that time, TED BERNSTEIN told STANSBURY that the company accountant had discovered a potential significant taxable event which could cause STANSBURY, as one of the owners of LIC Holdings to pay taxes on phantom income. TED BERNSTEIN promised that if STANSBURY would sign a paper ceding his 10% interest in LIC Holdings, he would not have to pay the tax if in fact the tax was due. TED BERNSTEIN promised he would hold the paper, promising it would not become operative until STANSBURY and the Defendants BERNSTEIN discussed the situation further in the first quarter of 2012.

32. Because of the misrepresentations, willful concealments of material facts, duplicity and deceit practiced by Defendants upon STANSBURY, STANSBURY reasonably believed that Defendants had complied, or intended to comply with their obligations to STANSBURY under the contract between them. STANSBURY, therefore, was prevented from knowing for a period of years that the causes of action asserted herein existed.

33. By the second quarter of 2012, STANSBURY developed the belief that the BERNSTEINS' representations over the years were wholly false and he sought legal counsel.

34. STANSBURY has retained the law firm of Peter M. Feaman, P.A. and has agreed to pay it a reasonable fee for its services rendered herein.

COUNT I - ACCOUNTING
(Against LIC Holdings and ARBITRAGE, for Accounting)

35. STANSBURY hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 34, inclusive.

36. The relationship between STANSBURY and the Defendants, particularly as affected by Defendants' acts described in preceding paragraphs 19 through 27 created a situation where Defendants had sole access to receipts generated by STANSBURY's efforts, and to books and records reflecting said receipts and the other information from which can be calculated all moneys due to STANSBURY under his arrangement with Defendants.

37. The period of time during which STANSBURY has been deprived of monies due him spans approximately four and a half years. The various sources of revenue to Defendants of monies from which the amounts due STANSBURY may be calculated, the manner in which STANSBURY was to be paid, and the amount due STANSBURY all involve extensive and complicated accounts, and STANSBURY's remedy at law cannot be as full, adequate and expeditious as it is in equity.

WHEREFORE, Plaintiff STANSBURY prays for an adjudication of Plaintiff's right to a full and complete accounting from Defendants, LIC Holdings and ARBITRAGE, and for such orders of Court as will require such Defendants to provide STANSBURY with all records and copies of documents from January 1, 2006 to the present, in order to reveal his right to, and the amount of all sums: (a) received as commissions to which STANSBURY was entitled to a share; (b) due to STANSBURY, whether paid or not; (c) paid to STANSBURY, whether for commissions, salary, distributions, expenses or any other reason; (d) paid to each of the BERNSTEIN Defendants out of monies received as commissions; (e) deposits of any and all moneys received as commissions by any Defendants to any accounts, including the name of the entity whose account was involved, the number(s) of each such account; the address of the branch or other facility through which any Defendant dealt with such entity; (f) calculations as to moneys paid , to be paid, or not to be paid to STANSBURY, together with an award of court costs and such other and further relief as the Court may deem just and proper.

COUNT II - BREACH OF ORAL CONTRACT
(Against LIC Holdings, Inc., ARBITRAGE, SIMON BERNSTEIN and TED BERNSTEIN)

38. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 37, inclusive.

39. The arrangement between STANSBURY and Defendants, as described in paragraphs 13 through 28 above, constituted a contract between them.

40. An express term of that contract involved the commitment of LIC Holdings and ARBITRAGE to calculate and pay to STANSBURY all sums due to him under the contract, whether as commissions, salary, distributions, expenses or any other reason.

41. The Defendants initially performed the duties required of them under said contract.

42. However, Defendants breached their contract with STANSBURY by withholding from STANSBURY monies due him under the contract for renewal commissions earned in 2007 and commissions and renewal commissions earned in 2008 and thereafter.

43. The withholding of such monies constitutes a material breach of the contract between STANSBURY and LIC Holdings and ARBITRAGE.

44. STANSBURY has sued both LIC Holdings and ARBITRAGE because the BERNSTEINS represented that his employment relationship was with LIC Holdings, the company in which he owned a 10% interest, but STANSBURY'S W-2 statements were issued by ARBITRAGE as his employer.

45. SIMON BERNSTEIN and TED BERNSTEIN are personally liable, jointly and severally, for the material breach of the oral employment contract with STANSBURY as LIC Holdings and/or ARBITRAGE were the alter ego of SIMON BERNSTEIN and TED

BERNSTEIN in that the BERNSTEINS depleted corporate assets for their personal benefit by causing the corporation or corporations to make exorbitant and inappropriate distributions to themselves, family members, and BERNSTEIN family trusts and other entities, at the expense of corporate creditors such as STANSBURY, to wit:

a) SIMON BERNSTEIN and TED BERNSTEIN caused LIC Holdings and/or ARBITRAGE to pay to them at least $3,756,229.00 and $5,225,825.00, respectively, in fiscal 2008 during which time STANSBURY, other than the amount referenced in paragraph 21, was paid nothing;

b) According to Palm Beach County public records, in December of 2007 TED BERNSTEIN purchased a property at 880 Berkeley Street, Boca Raton, Florida 33487, for $4,400,000;

c) According to Palm Beach County public records, on December 28, 2008, TED BERNSTEIN paid off the mortgage in the amount of $486,400.00 on a property he owned at 15807 Menton Bay Court, Saturnia Isles, Delray Beach, Florida 33446;

d) According to Palm Beach County public records, SIMON BERNSTEIN paid off the mortgage on property he and his wife owned, and subsequently transferred by quitclaim deed on May 20, 2008 to the trustee of SHIRLEY'S TRUST, at 7020 Lions Head Lane, Boca Raton, Florida, 33496. The amount of the mortgage pay-off is unknown, but in 2013 the property was listed for sale at $2,399,000;

e) According to Palm Beach County public records, on June 18, 2008, BERNSTEIN FAMILY REALTY, LLC acquired a property located at 2753 N.W. 34 Street, Boca Madera Unit 2, Boca Raton, Florida 33432 (the "Boca Madera Property). On July 8, 2008, SIMON BERNSTEIN loaned $365,000 to BERNSTEIN FAMILY REALTY, LLC. The specific

purpose of the loan is unknown, but SIMON BERNSTEIN received a mortgage on the Boca Madera Property to secure the loan;

f) According to Palm Beach County public records, on May 20, 2008 SIMON BERNSTEIN and his wife transferred by quitclaim deed to the trustee of SHIRLEY'S TRUST a 4,220 square foot oceanfront condominium unit in a complex known as "The Aragon" in Boca Raton, located at 2494 South Ocean Boulevard, Boca Raton, Florida. The mortgage on that property was paid off on September 27, 2010.

g) The legal descriptions for each of the above referenced properties are attached hereto as Exhibit "B."

46. There is due to STANSBURY from such Defendants all amounts due under said contract, together with prejudgment and post-judgment interest on said amounts.

WHEREFORE, Plaintiff prays for judgment against SIMON BERNSTEIN and TED BERNSTEIN declaring that Defendants, LIC Holdings, Inc. and ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, are or were the alter ego of SIMON BERNSTEIN and TED BERNSTEIN such that the corporate veil of LIC Holdings and/or ARBITRAGE should be pierced; for judgment against Defendants, LIC Holdings, Inc., ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, SIMON BERNSTEIN and TED BERNSTEIN, jointly and severally, in excess of $1,500,000.00 for the amounts due to Plaintiff under the terms of their contract, together with prejudgment and post-judgment interest; for his court costs herein expended and for such other relief as the Court may deem just and proper.

COUNT III - FRAUD IN THE INDUCEMENT- EMPLOYMENT AGREEMENT (Against SIMON BERNSTEIN and TED BERNSTEIN)

47. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 46, inclusive.

48. At all material times hereto, SIMON BERNSTEIN and TED BERNSTEIN were officers and majority shareholders of LIC Holdings and ARBITRAGE.

49. The statements set forth in paragraphs 18 through 24, above, made by SIMON BERNSTEIN and TED BERNSTEIN, on behalf of and in concert with each other, and as officers and majority shareholders of LIC Holdings and ARBITRAGE, were false statements of material fact that SIMON BERNSTEIN and TED BERNSTEIN knew to be false at the time they were made, as SIMON BERNSTEIN and TED BERNSTEIN never intended to authorize LIC Holdings or ARBITRAGE to pay to STANSBURY the amounts due him as evidenced by the fact that the accountant for LIC Holdings and ARBITRAGE prepared financial worksheets for 2008 showing that the BERNSTEINS would receive compensation, but STANSBURY would not, for fiscal 2008, in direct contravention to their statements and promises to STANSBURY.

50. SIMON BERNSTEIN and TED BERNSTEIN intended for STANSBURY to rely on such statements that he would be ultimately be paid for his productivity in order to induce him into continuing his productive and revenue-generating sales activity as an employee of LIC Holding and/or ARBITRAGE and fraudulently created for STANSBURY the false expectation that STANSBURY would be paid as agreed.

51. STANSBURY in fact relied to his detriment on these false statements and was induced thereby to remain in his employment relationship with LIC Holdings and ARBITRAGE as he continued to sell, with the expectation of payment, products and generate revenue for LIC Holdings and/or ARBITRAGE until 2012, and was further induced not to pursue from LIC Holdings and/ARBITRAGE his right to payment of all amounts due him until after SIMON BERNSTEIN and TED BERNSTEIN had diverted and converted corporate assets for their personal benefit, rendering LIC Holdings, and possibly ARBITRAGE, insolvent.

52. STANSBURY was injured thereby as he was not and has not been compensated for his revenue-generating sales and other performance, and did not seek alternative employment, as a proximate result of his detrimental reliance on these false statements.

WHEREFORE, Plaintiff prays for judgment against Defendants SIMON BERNSTEIN and TED BERNSTEIN, jointly and severally, for damages in excess of $1,500,000.00 together with prejudgment and post-judgment interest; for the imposition of an equitable lien and constructive trust on the Bernstein real estate described in paragraph 45 and Exhibit "B" as more fully set forth in Counts VII and VIII of this Second Amended Complaint; for his court costs herein expended; and for such other relief as the Court may deem just and proper. STANSBURY reserves the right to move to amend to request punitive damages in accordance with Florida Law.

COUNT IV - FRAUD IN THE INDUCEMENT - CEDING OF LIC HOLDINGS OWNERSHIP INTEREST (Against Ted Bernstein and LIC Holdings, Inc.)

53. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 52, inclusive.

54. In the fourth quarter of 2011, TED BERNSTEIN embarked upon a plan to defraud from STANSBURY his 10% ownership interest in LIC Holdings, Inc. As set forth in paragraph 31 above, Defendant TED BERNSTEIN fraudulently induced STANSBURY to prepare and sign a document giving up his 10% interest in and to LIC Holdings, Inc.

55. The ceding of his shares in LIC Holdings, Inc. was procured by fraud and STANSBURY relied upon the representations made by BERNSTEIN with regard to signing the document apparently ceding his stock.

56. It was reasonable for STANSBURY to rely on the representations made by BERNSTEIN because at that time STANSBURY was unaware of the breaches of fiduciary duty and breaches of the oral contract that had taken place.

57. As a result of STANSBURY's reliance, STANSBURY has been damaged by the loss of 10% of the shares of LIC Holdings and the rights and remedies to a shareholder related thereto.

WHEREFORE, Plaintiff prays for a judgment for damages against Defendants BERNSTEIN and LIC Holdings, Inc. for the damages caused by the fraudulent conduct of BERNSTEIN as described herein, together with reasonable costs, pre-judgment interest and any other relief this Court deems just and proper.

COUNT V - CIVIL CONSPIRACY
(Against Simon Bernstein and Ted Bernstein)

58. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 34, and Counts III and IV, paragraphs 47 through 57, inclusive.

59. SIMON BERNSTEIN and TED BERNSTEIN, individually and as officers and majority shareholders of LIC Holdings and ARBITRAGE, knowingly, willfully, intentionally, and maliciously conspired, agreed, combined and confederated with each other to make fraudulent, false and misleading statements to STANSBURY intended to induce STANSBURY to continue his employment relationship with LIC Holdings and/or ARBITRAGE during 2008 and thereafter, without ever intending to authorize payment to STANSBURY for the amounts he was due, a relationship that generated substantial revenue for LIC Holdings and/or ARBITRAGE and, ultimately, SIMON BERNSTEIN and TED BERNSTEIN.

60. SIMON BERNSTEIN and TED BERNSTEIN, individually and as officers and majority shareholders of LIC Holdings and ARBITRAGE, knowingly, willfully, intentionally, and maliciously conspired, agreed, combined and confederated with each other to make fraudulent, false and misleading statements to STANSBURY intended to induce STANSBURY to delay pursuing his right to payment for all amounts due him until such time after SIMON BERNSTEIN and TED BERNSTEIN had converted and diverted corporate assets rendering LIC Holdings, and possibly ARBITRAGE, insolvent and uncollectible.

61. SIMON BERNSTEIN and TED BERNSTEIN, individually and as officers and majority shareholders of LIC Holdings and ARBITRAGE, knowingly, willfully, intentionally, and maliciously conspired, agreed, combined and confederated with each other to fraudulently induce STANSBURY, through false and misleading statements, to surrender and cede, without fair value payment, his 10% interest in LIC Holdings.

62. The numerous fraudulent, false and misleading statements made by SIMON BERNSTEIN and TED BERNSTEIN were all overt acts in furtherance of the conspiracy.

63. STANSBURY was injured thereby in that, as a proximate result of the conspiratorial conduct of SIMON BERNSTEIN and TED BERNSTEIN, he continued in his employment with LIC Holdings and/or ARBITRAGE, without payment of the compensation due him, he delayed pursuit of his right to collect the amounts due him, and ceded his 10% interest in LIC Holdings.

WHEREFORE, Plaintiff prays for judgment against Defendants, SIMON BERNSTEIN and TED BERNSTEIN, jointly and severally, for damages in excess of $1,500,000.00 together with prejudgment and post-judgment interest; for the imposition of an equitable lien and constructive trust on the Bernstein real estate described in paragraph 45 and Exhibit "B" as more fully set forth in Counts VII and VIII of this Second Amended Complaint;

for his court costs herein expended; and for such other relief as the Court may deem just and proper. STANSBURY reserves the right to move to amend to request punitive damages in accordance with Florida Law.

COUNT V - CIVIL THEFT
(Against ARBITRAGE INTERNATIONAL MARKETING, LLC)

64. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 63, inclusive.

65. This is an action for Civil Theft under Chapter 772, Florida Statutes, more specifically §772.11, Fla.Stat.

66. In February, 2012 and March, 2012, Defendant ARBITRAGE intercepted two separate checks made payable to William STANSBURY intended as payment to STANSBURY for matters arising wholly outside his business transactions with the BERNSTEINS, LIC Holdings and ARBITRAGE.

67. Notwithstanding that the checks made payable to William STANSBURY was for sums due STANSBURY by a third party not in connection with the aforesaid business transactions, ARBITRAGE and/or someone acting on its behalf, caused the negotiation of STANSBURY's checks, wrongfully endorsing the checks and retaining the sums that should have been payable to STANSBURY.

68. As a result of the foregoing, Defendant ARBITRAGE has been guilty of criminal theft by conversion with the criminal intent to steal his money and deprive STANSBURY of his possession and use thereof.

69. Written demand for payment of all amounts due STANSBURY has been made to Defendants, more than 30 days preceding the filing of this Complaint, to no avail. A copy of the demand letter is attached hereto as Exhibit "A."

WHEREFORE, Plaintiff prays for judgment against Defendant, ARBITRAGE for three times the full amount of the checks made payable to STANSBURY, together with pre-judgment interest and post-judgment interest, attorneys' fees, court costs and any other relief this Court deems just and proper.

COUNT VII - CONVERSION

70. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 63, inclusive.

71. Further, during 2012, Defendants TED BERNSTEIN, SIMON BERNSTEIN, LIC Holdings, Inc., ARBITRAGE, or someone acting on their behalves, received and cashed in excess of $30,000.00 worth of commission checks otherwise payable to Plaintiff.

WHEREFORE, Plaintiff prays for judgment for damages against Defendant, ABRITRAGE, SIMON BERNSTEIN, LIC Holdings, Inc. and TED BERNSTEIN, together with pre-judgment interest and post-judgment interest, court costs and any other relief this Court deems just and proper.

COUNT VIII - UNJUST ENRICHMENT
(LIC Holdings, ARBITRAGE, SIMON BERNSTEIN and TED BERNSTEIN)

72. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, paragraphs 1 through 65, above.

73. STANSBURY conferred a benefit on LIC Holdings, ARBITRAGE, SIMON BERNSTEIN and TED BERNSTEIN by continuing his employment relationship with LIC Holdings and/or ARBITRAGE as a direct and proximate result of the fraudulent representations of SIMON BERNSTEIN and TED BERNSTEIN, as more fully set forth in Count III herein.

74. STANSBURY's continued employment resulted in the generation of substantial revenue for LIC Holdings and/or ARBITRAGE, which was then diverted and converted by the BERNSTEINS for their own personal use to the financial detriment of STANSBURY.

75. LIC Holdings, ARBITRAGE, SIMON BERNSTEIN and TED BERNSTEIN, as officers and majority shareholders of LIC Holdings and ARBITRAGE, had knowledge of the benefit of STANSBURY's continued employment with LIC Holdings and/or ARBITRAGE as they fraudulently induced STANSBURY to continue his productive employment activity while never intending to pay him the compensation he was due.

76. LIC Holdings, ARBITRAGE, SIMON BERNSTEIN and TED BERNSTEIN accepted the revenues generated by STANSBURY in his capacity as employee.

77. There exists no adequate remedy at law as the conduct of the BERNSTEINS in diverting and converting the corporate assets of LIC Holdings and/or ARBITRAGE has resulted in the insolvency of LIC Holdings and possibly ARBITRAGE.

78. The circumstances are such that it would be inequitable for LIC Holdings, ARBITRAGE, SIMON BERNSTEIN and TED BERNSTEIN to retain the benefits of the STANSBURY's productive revenue-generating labor without paying fair value for it.

WHEREFORE, Plaintiff prays for judgment against Defendants, LIC Holdings, Inc., ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, SIMON BERNSTEIN and TED BERNSTEIN, jointly and severally, in an amount in excess of $1,500,000.00 which the evidence shows Plaintiff is entitled for the fair value of the services Plaintiff provided to LIC Holdings and ARBITRAGE , together with prejudgment and post-judgment interest; for his court costs herein expended and for such other relief as the Court may deem just and proper.

COUNT IX - EQUITABLE LIEN
(As to SIMON BERNSTEIN, TED BERNSTEIN, BERNSTEIN FAMILY REALTY, LLC and SHIRLEY BERNSTEIN TRUST AGREEMENT)

79. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, the allegations set forth in paragraphs 1 through 34, paragraph 45 and Counts III and VII, above.

80. STANSBURY has alleged essential facts in his General Allegations and Count III that show that SIMON BERNSTEIN and TED BERNSTEIN committed fraud by fraudulently inducing STANSBURY to continue in an employment relationship that proved to be highly lucrative for SIMON BERNSTEIN and TED BERNSTEIN.

81. STANSBURY has alleged essential facts in his General Allegations and Count VII that show that SIMON BERNSTEIN and TED BERNSTEIN were unjustly enriched by STANSBURY's uncompensated continued employment with LIC Holdings and/or ARBITRAGE.

82. The conduct of the BERNSTEINS in depleting the corporate assets of LIC Holdings and ARBITRAGE for their personal benefit by causing the corporation or corporations to make exorbitant and inappropriate distributions to themselves, family members, and BERNSTEIN FAMILY REALT, LLC and SHIRLEY BERNSTEIN TRUST AGREEMENT, at the expense of corporate creditors such as STANSBURY, rendered LIC Holdings and possibly ARBITRAGE insolvent. Therefore STANSBURY has no adequate remedy at law.

83. BERNSTEIN FAMILY REALTY, LLC and SHIRLEY BERNSTEIN TRUSTA AGREEMENT were the transferees of some of the corporate assets of LIC Holdings and/or

ARBITRAGE wrongfully diverted and converted by the BERNSTEIN and thus are proper parties to this action and this Count.

84. An equitable lien on the real estate described in paragraph 45 herein and Exhibit "B" attached hereto is justified as an equitable remedy for the wrongful conduct of the BERNSTEINS.

WHEREFORE, Plaintiff prays for the Court to declare and establish an equitable lien in favor of Plaintiff in an amount equal to the funds wrongfully diverted, on the property described in paragraph 45 and Exhibit "B" attached hereto, and on all other assets of the Defendants named in this Count IX, or third parties as yet unknown, which assets have been purchased wholly or in part, improved or benefitted by the diverted funds due Plaintiff, together with his costs herein expended, and such other and further relief as this Court may deem just and proper.

COUNT X - CONSTRUCTIVE TRUST
(As to SIMON BERNSTEIN, TED BERNSTEIN, BERNSTEIN FAMILY REALTY, LLC and SHIRLEY BERNSTEIN TRUST AGREEMENT)

85. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 79 through 84 above.

WHEREFORE, Plaintiff prays for the Court to declare and establish a constructive trust in favor of Plaintiff on the property described in paragraph 45 and Exhibit "B" attached hereto in an amount equal to the funds wrongfully diverted and on all assets of Defendants or third parties as yet unknown, which assets have been purchased wholly or partly, improved or mortgaged by the diversion of said funds due Plaintiff. Plaintiff further prays for an award of court costs and such other and further relief as the Court may deem just and proper.

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that the above and foregoing has been forwarded via e-mail service at mrmlaw@comcast.net; and mrmlaw1@gmail.com to Mark R. Manceri, Esq., Mark R. Manceri, P.A., *Attorney for Donald Tescher and Robert Spallina as Co-Personal Representatives,* 2929 E. Commercial Blvd., Suite 702, Fort Lauderdale, FL 33308; at arose@pm-law.com and mchandler@pm-law.com to Alan Rose, Esq., PAGE, MRACHEK, *Attorneys for Defendants, Ted Bernstein, LIC Holdings, Inc. and Arbitrage International Management, LLC,* 505 So. Flagler Drive, Suite 600, West Palm Beach, FL 33401, on this 3rd day of September, 2013.

PETER M. FEAMAN, P.A.
3615 W. Boynton Beach Blvd.
Boynton Beach, FL 33436
Telephone: (561) 734-5552
Facsimile: (561) 734-5554
pfeaman@feamanlaw.com

By: _____
Peter M. Feaman
Florida Bar No. 0260347

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pfeaman@feamanlaw.com

June 20, 2012

Via Certified Mail, Return Receipt Requested

PERSONAL and CONFIDENTIAL
Mr. Ted Bernstein, President
LIC Holdings, Inc.
950 Peninsula Corp Circle
Suite 3010
Boca Raton, FL 33487

Re: William (Bill) Stansbury

Dear Mr. Bernstein:

The undersigned represents William (Bill) Stansbury and we are writing this letter on his behalf. Mr. Stansbury received your proposed letter agreement reflecting LIC Holdings' proposal to indemnify its shareholders concerning policies sold under the Cambridge Financing Program. As a result of your proposal, Mr. Stansbury has reviewed with me in detail his dealings with you and your companies over the past 4 to 5 years.

After reviewing the facts with Mr. Stansbury, some of which will be summarized below, I was shocked that he had not consulted legal counsel until now. Be that as it may, and based upon the facts presented to us, we believe you have engaged in fraud, civil theft, breaches of fiduciary duties, and breach of contract, just to name a few. The purpose of this letter is to a). respond to your indemnity proposal and b). request that you pass this letter on to your counsel immediately in the off-chance that these very serious matters can be resolved prior to the filing of legal action. The issues can be summarized as follows:

1. The first issue concerns you and your company's failure to pay salary compensation to Mr. Stansbury. Mr. Stansbury has been making inquiries concerning this for the past 5 months, but to no avail. Mr. Stansbury's claim for unpaid salary arises from three categories:

EXHIBIT A

a. Failure to pay salary based on net retained commissions.

i. Based upon reports prepared by your company for the period of 2007 through 2011, LIC Holdings, Inc. and/or Arbitrage International Holdings, n/k/a Arbitrage International Management, LLC, received $35,384,246.00 in net retained commissions. According to Mr. Stansbury's salary arrangement, he is entitled to 15% of those net retained commissions, which amounts to $5,307,636.90. During this time period, Mr. Stansbury's salary compensation was $2,844,910.00. The shortfall in salary owed to Mr. Stansbury is $2,462,726.90.

ii. There is salary compensation owed to Mr. Stansbury as a result of bridge loans in 2008. You received a $2,000,000.00 settlement in 2010 resulting from the resolution of a lawsuit involving Global Secured Capital. Mr. Stansbury is entitled to 15% of those funds, which is $300,000.00.

iii. In addition, you received $507,891.00 in commissions in connection with the Biviano matter. Mr. Stansbury is entitled to 15% of those funds, which is $76,183.65.

iv. In April of 2012, you received three commissions totaling approximately $200,000.00 in the Levine, Wiss and Berley matters. Mr. Stansbury has been requesting payment of this for weeks, again to no avail. Mr. Stansbury is due salary compensation for these items in the amount of $30,000.00.

Therefore, Mr. Stansbury's total claim for salary arising out of net retained commissions is approximately $2,868,910.55.

The liability for payment of this salary is not limited to LIC Holdings, Inc. or Arbitrage International Management, LLC. This liability also flows to you individually as a result of your breaches of your fiduciary duty owed to Mr. Stansbury and utter failure to abide by corporate governance standards, which conduct is more particularly described below.

b. Mr. Stansbury is also due unpaid salary based on 15% of all renewal commissions since 2008. Mr. Stansbury's salary claim for renewal commissions cannot as yet be determined with specificity due to the fact that you and your office have been opening mail directed to Mr. Stansbury and negotiating checks made payable to him by falsifying his endorsement and depositing those checks into accounts which only you control. This conduct constitutes civil theft and breach of fiduciary duty. We believe this claim amounts to hundreds of thousands of dollars.

c. Salary compensation for 2008. Mr. Stansbury has recently learned that you and Mr. Simon Bernstein received $8,982,124.00 in salary in 2008. By contrast, Mr. Stansbury received $420,018.00, paid to him in January 2008, based on policies sold in 2007. He received zero (no salary compensation) for his 2008 production. It is obvious that you and Simon treated your corporations as personal ATM machines, while completely ignoring your fiduciary

responsibilities to your employee and minority shareholder, Mr. Stansbury. It further appears that after the exorbitant salaries were paid to you, you then loaned the money back to the corporation at an interest rate significantly above market rates in order to meet the cash flow needs of the various entities, again, clearly disregarding your corporate governance responsibilities.

2. Indemnification issues.

Mr. Stansbury has been served with three lawsuits from Phoenix Insurance Company and one from Mr. Wright seeking indemnification as a result of agent misconduct which was in no way attributable to the conduct of Mr. Stansbury. Although all of these matters have been settled, because he was the qualifying agent of record for other policies, he could be the subject of future litigation for refunds of commissions paid. All of these commissions were paid over to you or your companies.

The Indemnification Agreement which you sent to Mr. Stansbury is completely insufficient. You have a duty as a matter of law to indemnify Mr. Stansbury. Your offer of future indemnity is contingent upon "all" commissions that have been received by LIC's present or past shareholders be turned over to LIC. This is nothing short of extortion. Further, your second paragraph states that LIC is "presently insolvent" and has a "negative net worth." You then conclude with the sentence that with the indemnification agreement in place, LIC "may" have sufficient funds to meet its current obligations. Therefore, a simple indemnification from LIC Holdings to Mr. Stansbury is insufficient. Any such indemnification would have to be personally guaranteed by you and Mr. Simon Bernstein.

3. Unauthorized interception of U.S. Mail.

I have been given the understanding that your office has been opening mail directed to Mr. Stansbury personally. This is a federal offense and also constitutes a breach of the fiduciary duty you owe to Mr. Stansbury as an employee and minority shareholder.

There has been no accounting to Mr. Stansbury for any of the checks which may have been sent to him personally on which his signature has been forged, the checks cashed and placed out of the reach of Mr. Stansbury. In 2012, Mr. Stansbury has been receiving checks from Phoenix Life Insurance Company and TransAmerica Life Insurance Company. Mr. Stansbury has been holding these checks. They have now been remitted to the undersigned as attorney for Mr. Stansbury. This office is holding these funds in a separate interest-bearing trust account pending the resolution of this matter.

With regard to all of the other insurance companies for whom Mr. Stansbury is listed as the qualifying agent, he has now informed those companies that all future renewal commissions paid to him personally be sent to Mr. Stansbury at his home address. These funds will then be remitted to the undersigned counsel of record for Mr. Stansbury. We will place these funds in a separate interest-bearing trust account as well. Any attempts by you to contact these insurance

companies will be considered a tortious interference of his business relationship and such activity will be added as a claim in any future legal proceedings.

4. Shareholder status.

Mr. Stansbury has been a 10% shareholder of LIC Holdings, Inc., pursuant to the terms of a Shareholders Agreement. On behalf of Mr. Stansbury, demand is hereby made, pursuant to Florida Statute 607.1602, for inspection of the corporate records including the following:

I. Minutes of the Board of Directors meetings from January 1, 2008 to the present.

II. Minutes of Shareholders' meetings from January 1, 2008 to the present.

III. Records of any actions taken by the Shareholders and/or the Board of Directors without a meeting, from January 1, 2008 to the present.

IV. Accounting and financial records of LIC Holdings, Inc., Arbitrage International Management, LLC, formerly known as Arbitrage International Holdings, LLC, and all other subsidiary or affiliated companies under your control, including, without limitation, income tax returns, general ledgers, balance sheets, profit and loss statements, stock books, bank statements, loan agreements or guarantees, and any other financial books and records from January 1, 2008 to the present.

Mr. Stansbury is seeking to inspect these records in good faith and for the purpose of determining if misappropriation of corporate assets for improper purposes has previously taken or is presently taking place.

I have been made aware of a letter dated December 22, 2011 in which Mr. Stansbury purportedly "ceded" his shares of stock in LIC Holdings, Inc. back to the company. This letter was obtained under false pretenses and is not recognized by Mr. Stansbury as validly conveying his ownership interest in LIC Holdings, Inc.

Please have your legal counsel contact us within ten (10) days. Should we fail to receive a response within that time, Mr. Stansbury will take legal action to protect his rights and interests.

Very truly yours,

PETER M. FEAMAN, P.A.

By: Peter M. Feaman

Peter M. Feaman

PMF/mk
cc: William Stansbury
CC Riggs (e-mail)

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mr. Ted Bernstein, Pres.
LIC Holdings, Inc.
950 Peninsula Corp. Cir.
Suite 3010
Boca Raton, FL 33487

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by (Printed Name) | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number
(Transfer from service label) 7011 0110 0000 6015 5239

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

IN THE CIRCUIT COURT OF THE 15th JUDICIAL CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,

Plaintiff,

vs.

CASE NO: 50 2012 CA 013933 MB AA

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN and as co-trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,

Defendants.
_____/

DEFENDANTS', TED S. BERNSTEIN, LIC HOLDINGS, INC. AND ARBITRAGE INTERNATIONAL HOLDINGS, LLC, OBJECTION TO NOTICE OF PRODUCTION FROM NON-PARTY CBIZ MHM, LLC

Defendants, Ted S. Bernstein, LIC Holdings, Inc. and Arbitrage International Holdings, LLC (collectively "Defendants"), hereby object to the service of a subpoena duces tecum as identified in a Notice of Production from Non-Party to CBIZ MHM, LLC ("CBIZ") served on July 26, 2013 by Plaintiff, William E. Stansbury ("Plaintiff"), and state:

1. Defendants object to the service of this subpoena on the grounds that the documents sought, or a substantial portion of them, are subject to an accountant/client privilege, and potentially other applicable privileges including attorney/client privilege and work product privilege.

2. Defendants also object on the grounds that these documents are not relevant nor reasonably calculated to lead to the discovery of admissible evidence in connection with the pending

claims and issues. Many of the requested documents exceed the scope of permissible discovery at this time, as these documents relate to Plaintiff's claim for an accounting, which has not yet been granted. In response to Plaintiff's Request to Produce to Defendants, Defendants objected to the production of substantially similar documents, and the Court upheld the objection by Order dated April 19, 2013.

3. Notwithstanding these objections, Defendants are willing to work with Plaintiff's counsel to narrow the scope of these requests and attempt to establish a procedure for Defendants to review relevant, material and non-privileged the documents before production.

CERTIFICATE OF SERVICE

I CERTIFY that a copy of the foregoing has been furnished to the Service List set forth below by: ■ E-mail Electronic Transmission; ☐ Facsimile; ☐ U.S. Mail; ☐ Overnight Delivery; ☐ Hand-delivery, this 5th day of August, 2013.

PAGE, MRACHEK, FITZGERALD, ROSE,
KONOPKA & DOW, P.A.
505 South Flagler Drive, Suite 600
West Palm Beach, Florida 33401
Telephone: (561) 655-2250
Facsimile: (561) 655-5537
Email: arose@pm-law.com; mchandler@pm-law.com
Email: sshelley@pm-law.com; tclarke@pm-law.com
Email: phely@pm-law.com; mchandler@pm-law.com
Counsel for Ted S. Bernstein; LIC Holdings, Inc.; Arbitrage International Management, LLC; and Shirley Bernstein Trust

By: /s/ Alan B. Rose
Alan B. Rose (Florida Bar No. 961825)
Stefanie R. Shelley (Florida Bar No. 514446)
N. Patrick Hely (Florida Bar No. 0091466

SERVICE LIST

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Counsel for Donald R. Tescher and Robert L.
Spallina, as Co-Personal Representatives; Bernstein Family
Realty, LLC

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,

Plaintiff,

vs.

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as Co-Personal Representatives of the ESTATE OF SIMON L. BERNSTEIN and as Co-Trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,

Defendants.
_____/

CIVIL DIVISION

CASE NO: 502012CA013933 MB AA

DIVISION: BLANC

REPLY TO AFFIRMATIVE DEFENSES

COMES NOW, Defendants, Donald R. Tescher and Robert L. Spallina, as Co-Personal Representatives of the Estate of Simon L. Bernstein, by and through it's undersigned attorney, and hereby files this their Reply to Affirmative Defenses to the Defendants Counterclaim, pursuant to Florida Rule of Civil Procedure 1.100, and in support thereof state, as follows:

1. The Affirmative Defenses filed by Plaintiff, William E. Stansbury, are hereby denied for the purpose of avoiding same.

MARK R. MANCERI, P.A.● 2929 East Commercial Blvd.● Suite 702 ● Fort Lauderdale, FL 33308 ● (954) 491-7099

502012CA013933 MB AA

MARK R. MANCERI, P.A.
Attorney for Donald R. Tescher and Robert L. Spallina, as Co-Personal Representatives
2929 East Commercial Blvd., Suite 702
Ft. Lauderdale, FL 33308
Telephone: (954) 491-7099
E-mail: mrmlaw@comcast.net
mrmlaw1@gmail.com

By: _____
Mark R. Manceri, Esq.
Florida Bar No. 444560

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by e-mail to the designated address(es) to all parties on the following Service List, this 5th day of August, 2013.

_____
Mark R. Manceri, Esq.

SERVICE LIST

Peter M. Feaman, Esq.
Peter M. Feaman, P.A.
3615 West Boynton Beach Blvd.
Boynton Beach, Florida 33436

Alan B. Rose, Esq.
Page, Mrachek, Fitzgerald, et.al.
505 South Flagler Drive, Suite 600
West Palm Beach, Florida 33401

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,

Plaintiff,

vs.

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as Co-Personal Representatives of the ESTATE OF SIMON L. BERNSTEIN and as Co-Trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,

Defendants.
_____/

CIVIL DIVISION

CASE NO: 502012CA013933 MB AA

DIVISION: BLANC

DEFENDANTS' OBJECTION TO NOTICE OF PRODUCTION FROM NON-PARTY

COME NOW, Defendants, Donald Tescher and Robert L. Spallina, as Co-Personal Representatives of the Estate of Simon L. Bernstein, by and through their undersigned attorney and hereby files this their Objection to Notice of Production from Non-Party, pursuant to Florida Rule of Civil Procedure 1.351, and in support thereof state, as follows:.

1. Defendants, Donald Tescher and Robert Spallina, as Co-Personal Representatives of the Estate of Simon L. Bernstein hereby object to the Notice of Production from Non-Party directed to the Records Custodian, CBIZ MHM, LLC, f/k/a Goldstein Lewin & Company, 1675 N. Military Trail, Fifth Floor, Boca Raton, Florida 33485, dated July 26, 2013.

MARK R. MANCERI, P.A.● 2929 East Commercial Blvd.● Suite 702 ● Fort Lauderdale, FL 33308 ● (954) 491-7099

MARK R. MANCERI, P.A.
Attorney for Donald R. Tescher and Robert L. Spallina, as Co-Personal Representatives
2929 East Commercial Blvd., Suite 702
Ft. Lauderdale, FL 33308
Telephone: (954) 491-7099
E-mail: mrmlaw@comcast.net
mrmlaw1@gmail.com

By: _____
Mark R. Manceri, Esq.
Florida Bar No. 444560

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by e-mail to the designated address(es) to all parties on the following Service List, this 5th day of August, 2013.

_____
Mark R. Manceri, Esq.

SERVICE LIST

Peter M. Feaman, Esq.
Peter M. Feaman, P.A.
3615 West Boynton Beach Blvd.
Boynton Beach, Florida 33436

Alan B. Rose, Esq.
Page, Mrachek, Fitzgerald, et.al.
505 South Flagler Drive, Suite 600
West Palm Beach, Florida 33401

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,
Plaintiff,

CASE NO: **50 2012 CA 013933 MB AA**

v.

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN and as co-trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,
Defendants.
_____/

OBJECTIONS BY PLAINTIFF TO DEFENDANTS' TED BERNSTEIN, LIC HOLDINGS, INC. AND ARBITRAGE INTERNATIONAL MANAGEMENT, LLC'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS AND MOTION FOR EXTENSION OF TIME

COMES NOW Plaintiff, William E. Stansbury, by and through his undersigned counsel, and does hereby file his objections to Defendants' Ted Bernstein, LIC Holdings, Inc. and International Management, LLC First Request for Production of Documents and Motion for Extension of Time, as follows:

1. General objection: Plaintiff objects to all requests that seek documents created during or relevant to time periods prior to January 1, 2007. Responsive documents created during or relevant to the time period after January 1, 2007 will be produced if not otherwise subject to objection on additional or different grounds.

2. Request No. 18: Plaintiff objects on the basis that this request is vague, overly broad and over inclusive.

3. Request No. 22: Plaintiff objects on the basis that the request is vague, overly broad and requests "information," not documents.

4. Request No. 24: Plaintiff objects on the basis that the requested documents are protected by the attorney-client and/or work product privilege.

5. Request No. 25: Plaintiff objects on the basis that the requested documents are protected by the attorney-client and/or work product privilege.

6. Request No. 26: Plaintiff objects on the basis that the requested documents are protected by the attorney-client and/or work product privilege.

7. Request No. 27: Plaintiff objects on the basis that the requested documents are protected by the attorney-client and/or work product privilege.

8. Request No. 39: Plaintiff objects on the basis that the request is vague, overly broad and over inclusive. Further, the request is not limited to Plaintiff's employment with Defendants and this constitutes an invasion of privacy.

9. Request No. 40: Plaintiff objects on the basis that the request is vague, overly broad and over inclusive. Further, the request is not limited to Plaintiff's employment with Defendants and this constitutes an invasion of privacy.

10. Request No. 41: Plaintiff objects on the basis that the request is vague, overly broad and over inclusive. Further, the request is not limited to Plaintiff's employment with Defendants and this constitutes an invasion of privacy.

--- Motion for Extension of Time ---

As to those Requests for Production that are not objected to, Plaintiff requests an additional 30 days within which to respond to the remaining Requests. Due to a personal situation, Plaintiff is unable to search his records in order to respond to Defendants' Request for Production. It is anticipated the responses can be forthcoming if an additional 30 day extension is granted.

WHEREFORE, Plaintiff requests this Honorable Court to sustain the objections as set forth herein and to grant Plaintiff an additional 30 days within which to respond to the remaining Requests for Production of Documents.

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that the above and foregoing has been forwarded via e-mail service at mrmlaw@comcast.net; and mrmlaw1@gmail.com to Mark R. Manceri, Esq., Mark R. Manceri, P.A., *Attorney for Donald Tescher and Robert Spallina as Co-Personal Representatives,* 2929 E. Commercial Blvd., Suite 702, Fort Lauderdale, FL 33308; at arose@pm-law.com and mchandler@pm-law.com to Alan Rose, Esq., PAGE, MRACHEK, *Attorneys for Defendants, Ted Bernstein, LIC Holdings, Inc. and Arbitrage International Management, LLC,* 505 So. Flagler Drive, Suite 600, West Palm Beach, FL 33401, on this 1st day of August, 2013.

PETER M. FEAMAN, P.A.
3615 W. Boynton Beach Blvd.
Boynton Beach, FL 33436
Telephone: (561) 734-5552
Facsimile: (561) 734-5554
pfeaman@feamanlaw.com

By: _____
Peter M. Feaman
Florida Bar No. 0260347

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,

Plaintiff,

vs.

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as Co-Personal Representatives of the ESTATE OF SIMON L. BERNSTEIN and as Co-Trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,

Defendants.
_____/

CIVIL DIVISION

CASE NO: 502012CA013933 MB AA

DIVISION: BLANC "AA"

ORDER SETTING SPECIAL SET HEARING

The following matter has been specially set for hearing before Judge Peter D. Blanc in Courtroom 11-A of the Palm Beach County Courthouse, 205 North Dixie Highway, West Palm Beach, Florida 33401:

DATE:	September 30, 2013
TIME:	11:00 a.m. (30 minutes)
MATTER:	Plaintiff's Objections to First Set of Interrogatories to William E. Stansbury and Motion for Extension of Time

THIS MOTION IS SPECIALLY SET AND CANNOT BE CANCELED OR RESET EXCEPT BY COURT ORDER.

It is the intent of this Court to dispose of the subject matter of the specially set motion on

the date and time appearing above. Accordingly, counsel must either: (1) be present personally or by telephone conference call at the hearing (telephone appearance must be approved in advance); or (2) submit an agreed order disposing of the motion.

All memoranda, not to exceed ten (10) double spaced pages, with case authority shall be delivered directly to my office no later than seven (7) days in advance of the hearing and should designate the date and time of the hearing which they reference. Arguments shall be limited to a maximum of fifteen (15) minutes per side or less as the Court deems appropriate.

DONE AND ORDERED in Chambers, at West Palm Beach, Palm Beach County, Florida, this _____ day of July, 2013.

DATED & SIGNED
JUL 29 2013
CIRCUIT JUDGE
PETER D. BLANC

HONORABLE PETER D. BLANC
CIRCUIT JUDGE

Copies furnished to:
Mark R. Manceri, Esq., Mark R. Manceri, P.A., 2929 E. Commercial Blvd, Suite 702, Fort Lauderdale, Florida 33308; (mrmlaw@comcast.net)
Peter M. Feaman, Esq., Peter M. Feaman, P.A., 3615 W. Boynton Beach Blvd., Boynton Beach, Florida 33436; (pfeaman@feamanlaw.com)
Alan B. Rose, Esq., Page, Mrachek, Fitzgerald, et.al., 505 S. Flagler Drive, Suite 600, West Palm Beach, Florida 33401; (arose@pm-law.com)

"If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Germaine English, Americans with Disabilities Act Coordinator, Palm Beach County Courthouse, 205 North Dixie Highway, West Palm Beach, Florida 33401; telephone number (561) 355-4380 at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711."

"Si usted es una persona minusvalida que necesita algun acomodamiento para poder participar en este procedimiento, usted tiene derecho, since tener gastos propios, a que se le provea cierta ayuda. Tenga la amabilidad de ponerse en contacto con Germaine English, 205 N. Dixie Highway, West Palm Beach, Florida 33401 telefono numero (561) 355-4380, por lo menos 7 dias antes de la cita fijada para su comparecencia en los tribunales, o immediatamente despues de recibir esta notificacion si el tiempo antes de la comparecencia que se ha programado es menos de 7 dias; si usted tiene discapacitacion del oido o de la voz, llame al 711."

"Si ou se yon moun ki enfim ki bezwen akomodasyon pou w ka patisipe nan pwosedi sa, ou kalifye san ou pa gen okenn lajan pou w peye, gen pwovizyon pou jwen kek ed. Tanpri kontakte Germaine English, koodonate pwogram Lwa pou ameriken ki Enfim yo nan Tribinal Konte Palm Beach la ki nan 205 North Dixie Highway, West Palm Beach, Florida 33401; telefon li se (561) 355-4380 nan 7 jou anvan dat ou gen randevou pou paret nan trbinal la, oubyen imedyatman apre ou fin resevwa konvokasyon an si le ou gen pou w paret nan tribinal la mwens ke 7 jou; si ou gen pwoblem pou w tande oubyen pale, rele 711."

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,
Plaintiff,

CASE NO: **50 2012 CA 013933 MB AA**

v.

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN and as co-trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,
Defendants.
_____/

ANSWER AND AFFIRMATIVE DEFENSES OF COUNTER-DEFENDANT WILLIAM E. STANSBURY TO THE COUNTERCLAIM OF THE ESTATE OF SIMON BERNSTEIN

Plaintiff/Counter-Defendant, WILLIAM E. STANSBURY ("STANSBURY"), by and through his undersigned counsel, answers the Counterclaim of Defendant/Counter-Plaintiff ESTATE OF SIMON BERNSTEIN ("the Estate") as follows:

1. Admitted.

2. Admitted.

3. Admitted

4. Admits that STANSBURY was listed as the licensed insurance agent of record on various contracts and policies of insurance with various insurance companies but denies the remainder of the paragraph.

5. Admits that STANSBURY was to deliver checks to Arbitrage from time to time pursuant to an agreement of the parties which agreement was breached by Defendants, but denies the remainder of the paragraph.

6. Denied.

7. Admits that certain checks have been deposited in the Trust Account of Peter M. Feaman, P.A., but denies the remainder of the paragraph.

8. Denied.

COUNT 1 – BREACH OF CONTRACT

9. Plaintiff-Counter Defendant reasserts his responses to paragraphs 1 through 8 as if fully reiterated herein.

10. Denied.

11. Admits that Stansbury at times in the past delivered to Arbitrage checks made payable to him but denies the remainder of the paragraph.

12. Admits that Stansbury complied with the parties' oral agreement and delivered to Arbitrage checks he received but denies the remainder of the paragraph.

13. Admits that Stansbury has retained certain checks but denies the remainder of the paragraph.

14. Denied.

15. Denied.

COUNT II – DECLARATORY JUDGMENT

16. Plaintiff-Counter Defendant reasserts his responses to paragraphs 1 through 15 as if fully reiterated herein.

17. Denied.

18. Denied.

19. Denied.

20. Denied.

21. Denied.

22. Denied.

23. Denied.

24. Denied.

25. Denied.

26. Denied.

27. Denied.

AFFIRMATIVE DEFENSES

1. The claims of the Estate are barred, in whole or in part, by the applicable Statute of Limitations.

2. The claims of the Estate are barred, in whole or in part, by the doctrine of laches.

3. The antecedent and material breaches by Defendants, including SIMON BERNSTEIN, of the oral contract sued upon by STANSBURY operated to discharge and excuse STANSBURY from the performance of any further contractual duty thereunder.

4. The Estate does not meet the requirements of Section 86.011(1) or (2), Florida Statutes (2011), and thus the Estate is not entitled to Declaratory relief.

5. The Estate is not the Real Party in Interest, and has no standing as the successor in interest to SIMON BERNSTEIN, individually, to pursue Declaratory relief in this case.

6. The Estate is not the Real Party in Interest, and has no standing as the successor in interest to SIMON BERNSTEIN, individually, to pursue a breach of contract action in this case.

7. The Estate is estopped from bringing this action due to the unclean hands and the wrongful conduct of SIMON BERNSTEIN, individually and as an officer and director of LIC Holding, Inc. and Arbitrage International Management, LLC.

8. The Estate is estopped from asserting an alleged Breach of Contract action due to the breaches and tortious conduct of SIMON BERNSTEIN.

WHEREFORE, Plaintiff/Counter-Defendant WILLIAM E. STANSBURY requests this Honorable Court to dismiss the Counterclaim, with prejudice, together with an award of reasonable costs and attorneys' fees incurred herein, and such other relief as the Court deems just and reasonable.

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that the above and foregoing has been forwarded via e-mail service at mrmlaw@comcast.net; and mrmlaw1@gmail.com to Mark R. Manceri, Esq., Mark R. Manceri, P.A., *Attorney for Donald Tescher and Robert Spallina as Co-Personal Representatives of the Estate of Simon Bernstein* and *Bernstein Family Realty,* 2929 E. Commercial Blvd., Suite 702, Fort Lauderdale, FL 33308; at arose@pm-law.com and mchandler@pm-law.com to Alan Rose, Esq., PAGE, MRACHEK, *Attorneys for Defendants, Ted Bernstein, LIC Holdings, Inc, Arbitrage International Management, LLC and the Shirley Bernstein Trust,* 505 So. Flagler Drive, Suite 600, West Palm Beach, FL 33401, on this 25 day of July, 2013.

PETER M. FEAMAN, P.A.
3615 W. Boynton Beach Blvd.
Boynton Beach, FL 33436
Tel.: 561073405552
Fax: 561-734-5554
pfeaman@feamanlaw.com

By: _____
Peter M. Feaman
Florida Bar No.: 0260347

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,

Plaintiff,

v.

CASE NO: **50 2012 CA 013933 MB AA**

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN and as co-trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,

Defendants.
_____/

NOTICE OF PRODUCTION FROM NON-PARTY
(F.R.Civ.P. 1.351)

YOU ARE NOTIFIED that ten (10) days from the date of service of this Notice, if service is by delivery, or fifteen (15) days from the date of service if service is by mail, and if no objection is received from any party, the undersigned will issue, or will apply to the Clerk of this Court for issuance of, the attached Subpoena directed to Records Custodian of the following:

CBIZ MHM, LLC
f/k/a Goldstein Lewin & Company
1675 N. Military Trail
Fifth Floor
Boca Raton, Florida 33486

The above listed entity is not a party to this action, and the address for such entity is listed above. The listed entity will be requested to produce the items listed at the time and place specified in the Subpoena, which is attached hereto.

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that the above and foregoing has been forwarded via e-mail service at mrmlaw@comcast.net; and mrmlaw1@gmail.com to Mark R. Manceri, Esq., Mark R. Manceri, P.A., *Attorney for Donald Tescher and Robert Spallina as Co-Personal Representatives,* 2929 E. Commercial Blvd., Suite 702, Fort Lauderdale, FL 33308; at

arose@pm-law.com and mchandler@pm-law.com to Alan Rose, Esq., PAGE, MRACHEK, *Attorneys for Defendants, Ted Bernstein, LIC Holdings, Inc. and Arbitrage International Management, LLC,* 505 So. Flagler Drive, Suite 600, West Palm Beach, FL 33401, on this 26th day of July, 2013.

PETER M. FEAMAN, P.A.
3615 W. Boynton Beach Blvd.
Boynton Beach, FL 33436
Telephone: (561) 734-5552
Facsimile: (561) 734-5554
pfeaman@feamanlaw.com

By: _____
Peter M. Feaman
Florida Bar No. 0260347

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,
Plaintiff,

CASE NO: **50 2012 CA 013933 MB AA**

v.

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN and as co-trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,
Defendants.
_____/

SUBPOENA DUCES TECUM WITHOUT DEPOSITION
(RECORDS MAY BE MAILED IN LIEU OF APPEARANCE)

TO: **CBIZ MHM, LLC**
f/k/a Goldstein Lewin & Company
1675 N. Military Trail, Fifth Floor
Boca Raton, Florida 33486
ATTENTION: Gerald R. Lewin, CPA

DEFINITIONS

A. As used herein, the singular shall include the plural and the plural shall include the singular.

B. When the terms "you" "your" and "yours" are used herein, they shall mean CBIZ MHM, LLC, f/k/a Goldstein Lewin & Company, or any agent, representative, employee, attorney, accountant or person acting, or purporting to act on its behalf.

C. When the term "document," as used herein, means any document, letter, log, record, report, memorandum, note, telegram, message, agreement, communication, e-mail,

telecopy, facsimile reproduction or "fax" (including cover sheets and proof of sending), State or Federal governmental hearing or report, summary or record of telephone conversations, e-mail (including attachments), summary or record of personal conversations or interviews, diary, graph, notebook, note chart, plan, drawing, sketch, map, summary or record of meeting or conferences, summary or report of investigations or negotiations, opinion or report of consultants, photograph, motion picture, film, brochure, pamphlet, advertisement, circular, press release, draft, letter, any marginal comments appearing on any document or any other form of written or recorded matter of every kind or description, however produced or reproduced, whether draft or final, original or reproduction, in the custody or control of you and/or your attorneys or anyone acting on your behalf.

DOCUMENTS TO PRODUCE

YOU ARE COMMANDED to appear at the offices of Peter Feaman, at 3615 West Boynton Beach Boulevard Boynton Beach, Florida 33436-4501, telephone number (561) 734-5552, within fifteen (15) days from the date of service of this Subpoena and to produce the following documents:

1. All documents provided to you by, or prepared by you on behalf of, LIC Holdings, Inc. ("LIC") and Arbitrage International Management, LLC f/k/a Arbitrage International Holdings, LLC ("Arbitrage") that show the total revenue generated by LIC and Arbitrage for the tax years 2007, 2008, 2009, 2010, 2011, and 2012.

2. All documents provided to you by, or prepared by you on behalf of, LIC and Arbitrage that show the expenses paid by LIC and Arbitrage for the tax years 2007, 2008, 2009, 2010, 2011, and 2012.

3. All documents provided to you by, or prepared by you on behalf of, LIC and Arbitrage that show the salaries, distributions and other compensation paid to Simon Bernstein, Ted Bernstein and William Stansbury by LIC and Arbitrage in the tax years 2007, 2008, 2009, 2010, 2011, and 2012.

4. All documents provided to you by, or prepared by you on behalf of, LIC and Arbitrage that list, by company name, the commissions, both first time commissions and renewal commissions, paid to LIC and Arbitrage for the tax years 2007, 2008, 2009, 2010, 2011, and 2012.

5. All documents provided to you by, or prepared by you on behalf of, LIC and Arbitrage entitled "Estimated Income Projection & Allocation" for the tax years 2007, 2008, 2009, 2010, 2011, and 2012.

6. All documents provided to you by, or prepared by you on behalf of, LIC for the tax years 2007, 2008, 2009, 2010, 2011, and 2012 that stated, estimated or projected that Simon Bernstein, Ted Bernstein and/or William Stansbury would incur, or potentially may incur, taxable "phantom" income related to their respective equity interests in LIC.

7. All documents provided to you by, or prepared by you on behalf of, LIC that supports that a shareholder distribution in the amount of $184,530 was made to William Stansbury attributable to tax year 2008.

8. All documents provided to you by, or prepared by you on behalf of, LIC that supports that a shareholder distribution in the amount of $184,530 was in fact actually paid to William Stansbury attributable to tax year 2008.

9. A copy of each Form K-1, including all amendments, revisions, or restatements thereto, prepared for and distributed to Simon Bernstein, Ted Bernstein and William Stansbury for the tax years 2007, 2008, 2009, 2010, 2011 and 2012.

You are required to produce the records by mail or in person to Peter Feaman, at 3615 West Boynton Beach Boulevard Boynton Beach, Florida 33436-4501.

These items will be inspected and may be copied at that time. You will not be required to surrender the original items. You may comply with this subpoena by providing legible copies of the items to be produced to the attorney whose name appears on this subpoena on or before the scheduled date of production. You may condition the preparation of the copies upon the payment in advance of the reasonable cost of preparation. **YOU MAY MAIL OR DELIVER THE COPIES TO THE ATTORNEY WHOSE NAME APPEARS ON THIS SUBPOENA AND THEREBY ELIMINATE YOUR APPEARANCE ON THE DATE SPECIFIED ABOVE.** You have the right to object to the production pursuant to this subpoena at any time before production by giving written notice to the attorney whose name appears on this subpoena. **THIS IS NOT A DEPOSITION. NO TESTIMONY WILL BE TAKEN.**

If you fail to:

(1) appear as specified; or
(2) furnish the materials requested instead of appearing as provided above; or
(3) object to this subpoena;

you may be in contempt of court. You are subpoenaed to appear by the following attorney, and unless excused from this subpoena by this attorney or the court, you shall respond to this subpoena as directed.

DATED this ____ day of _____, 2013.

Issued by: _____
PETER M. FEAMAN, ESQ.
FOR THE COURT

PETER M. FEAMAN, P.A.
3615 W. Boynton Beach Blvd.
Boynton Beach, FL 33436
Telephone: (561) 734-5552
Facsimile: (561) 734-5554

By: _____
Peter M. Feaman
Florida Bar No. 0260347

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,
Plaintiff,

CASE NO: **50 2012 CA 013933 MB AA**

v.

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN and as co-trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,
Defendants.
_____/

OBJECTIONS TO FIRST SET OF INTERROGATORIES
TO WILLIAM E. STANSBURY AND MOTION FOR EXTENSION OF TIME

COMES NOW Plaintiff, WILLIAM E. STANSBURY, by and through his undersigned counsel and moves for an extension of time to respond to Defendant, ESTATE OF SIMON L. BERNSTEIN's First Set of Interrogatories and requests an additional 30 days in which to respond to the Interrogatories not objected to, as follows:

1. Plaintiff, WILLIAM E. STANSBURY, objects to the following numbered Interrogatories:

3. List every incident or occurrence after January 1, 2006 in which you believe that the Decedent perpetrated a fraud upon you. Please identify the details of each incident or occurrence, including the nature, date and location of each incident or occurrence as well as the name, address and the phone number of all witnesses of each incident or occurrence.

Objection: This Interrogatory is overly broad. The fraud perpetrated by the decedent is described in the Amended Complaint and the Second Amended Complaint assuming that the Court allows Plaintiff to amend.

4. Please describe in detail your involvement in the Decedent's business affairs on or after January 1, 2006. Your answer should include, but not be limited to, a detailed description of all duties that you undertook in connection with performing services, paying bills, expenses, balancing check books, writing checks, and receiving deposits or other income. Describe in detail how you became involved in the Decedent's business affairs. The term "business" shall be deemed to include all of the named Corporate and LLC Defendants.

Objection: This Interrogatory is overly broad when it asks Plaintiff to "describe in detail your involvement in the Decedent's business affairs ..." for the last 7 years.

5. Describe in detail the circumstances relating to each and every business related meeting you attended on or after January 1, 2006 at which the Decedent was present.

Objection: This Interrogatory is overly broad.

7. State the substance of each and every communication between the Decedent and any other person regarding his alleged intent, on or after January 1, 2006, to transfer or pay any money or assets to you as a result of your involvement in his business affairs. For each such communication, state the date of the communication, the form of the communication (written, by telephone, or in person) and the names, addresses and telephone numbers of any other individuals who were either present for or who m ay have overheard all or part of the communication.

Objection: This Interrogatory is overly broad.

8. Identify each and every gift, check, cash payment, mortgage, loan or advance of $500.00 or more made by the Decedent to you, any member of your family, or any business of which you are or were an owner, investor, shareholder or creditor on or after January 1, 2006. For each such item, furnish the date, who the payment was made to, the amount, the form of the payment (in cash, check, property, etc.), the purpose of the payment, and whether it was ever repaid.

Objection: This Interrogatory is overly broad, vague and ambiguous

9. Please state whether you or anyone action [*sic*] on your behalf obtained statements from any person with knowledge of any issues or facts relating to the Amended Complaint filed by you in this cause dated February 12, 2013. If so, state (a) the names and addresses of the persons from whom the statements were taken; (b) the date the statements were taken; (c) the names and addresses of the persons who took the statements, and/or who have custody of the statements; (d) whether the statements were written or oral; and (e) whether the statements were memorialized by recording device, court reporter, video, cd, stenographer, or otherwise.

Objection: This is work product.

10. Identify by name, address and telephone number each person you requested to personally observe, meet or talk to the Decedent on or after January 1, 2006 relating to your involvement in his business affairs.

Objection: This Interrogatory is overly broad.

11. If, in furtherance of answering any of the above Interrogatories, you referred to any document or item, describe in detail each such document or item and state the Interrogatory number to which such document or item relates.

Objection: This Interrogatory is overly broad, vague and ambiguous.

2. As to the remaining Interrogatories (1, 2 and 6), Plaintiff requests an extension of 30 days to respond, no prejudice will result to Defendant as this cause is not yet at issue.

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that the above and foregoing has been forwarded via e-mail service at mrmlaw@comcast.net; and mrmlaw1@gmail.com to Mark R. Manceri, Esq., Mark R. Manceri, P.A., *Attorney for Donald Tescher and Robert Spallina as Co-Personal Representatives of the Estate of Simon Bernstein* and *Bernstein Family Realty,* 2929 E. Commercial Blvd., Suite 702, Fort Lauderdale, FL 33308; at arose@pm-law.com and mchandler@pm-law.com to Alan Rose, Esq., PAGE, MRACHEK, *Attorneys for Defendants, Ted Bernstein, LIC Holdings, Inc, Arbitrage International Management, LLC and the Shirley Bernstein Trust,* 505 So. Flagler Drive, Suite 600, West Palm Beach, FL 33401, on this 17th day of July, 2013.

PETER M. FEAMAN, P.A.
3615 W. Boynton Beach Blvd.
Boynton Beach, FL 33436
Tel: 561-734-5552
Fax: 561-734-5554
pfeaman@feamanlaw.com

By: Peter Feaman
Peter M. Feaman
Florida Bar No.: 0260347

IN THE CIRCUIT COURT OF THE 15th JUDICIAL CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,

Plaintiff,

vs.

CASE NO: 50 2012 CA 013933 MB AA

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN and as co-trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,

Defendants.
_____/

AGREED ORDER DEFENDANT'S, SHIRLEY BERNSTEIN TRUST, MOTION TO DISMISS

THIS MATTER came before the Court upon the Motion to Dismiss (the "Motion") filed by Shirley Bernstein Trust Agreement dated May 20, 2008, and the agreement of the parties. The Court having heard argument of counsel and being otherwise fully advised, does hereby

ORDER and ADJUDGE as follows:

1. The Motion is granted in part. The service of process attempted by Plaintiff was ineffective because Plaintiff failed to serve process on the Successor Trustee. Therefore, the service is quashed and Plaintiff shall have 60 days to effect proper service.

2. The Court defers ruling on the other grounds set forth in the Motion pending proper service.

3. The hearing set for July 15, 2013, at 9:30 a.m., is hereby canceled.

DONE AND ORDERED in West Palm Beach, Palm Beach County, Florida, this 11 day of July, 2013.

PETER BLANC
Circuit Court Judge

Copies furnished to:

Peter M. Feaman, Esq., Peter M. Feaman, P.A., 3615 West Boynton Beach Blvd., Boynton Beach, FL 33436, Email: (pfeaman@feamanlaw.com); (service@feamanlaw.com); (mkoskey@feamanlaw.com) Counsel for Plaintiff

Mark R. Manceri, Esq., Mark R. Manceri, P.A., 2929 East Commercial Blvd., Suite 702, Ft. Lauderdale, FL 33309, Email: (mrmlaw@comcast.net); (mrmlaw1@gmail.com) Counsel for Donald R. Tescher and Robert L. Spallina, as Co-Personal Representatives; Bernstein Family Realty, LLC

Alan B. Rose, Esq., Page, Mrachek, Fitzgerald, Rose, Konopka & Dow, P.A., 505 South Flagler Drive, Suite 600, West Palm Beach, FL 33401, Email: (arose@pm-law.com); (mchandler@pm-law.com) Counsel for Ted S. Bernstein, LIC Holdings, Inc., Arbitrage International Management, LLC, Shirley Bernstein Trust Agreement dated May 20, 2008

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

CASE NO: **50 2012 CA 013933 MB AA**

WILLIAM E. STANSBURY,
Plaintiff,

v.

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN and as co-trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,
Defendants.
_____/

MOTION TO CLARIFY ORDER ON DEFENDANT'S, TED S. BERNSTEIN, MOTION TO DISMISS COUNTS III, VII AND VIII

COMES NOW Plaintiff, William E. Stansbury, by and through his undersigned counsel and moves this Court for clarification of its Order dated June 12, 2013 granting Defendant Ted S. Bernstein's Motion to Dismiss Counts III, VII and VIII, as follows:

1. On June 12, 2013 this Court entered an Order granting the Motion to Dismiss Counts III, VII and VIII of the Amended Complaint. A copy of the Order is attached hereto as Exhibit "A."

2. The Order does not state whether its dismissal is without prejudice and that Plaintiff is granted leave to amend, nor does it state that the dismissal is with prejudice.

3. The Court found in paragraph 2 of the Order that "Defendant owes no fiduciary duty directly to Plaintiff under Florida law," and in paragraph 3 that a breach of fiduciary duty claim would be derivative and cannot be asserted in this case. The Order does not state whether such findings are "without prejudice" such that Plaintiff may amend his Amended Complaint to correct any pleading deficiencies.

4. A dismissal with prejudice should not be ordered without giving the party the opportunity to amend unless it is clear that the pleading cannot be amended so as to state a cause of action. Central Florida Investments, Inc. v. Levin, 659 So. 2d 492 (Fla. 5th DCA 1995). Additionally, Rule 1.180 of the Florida Rules of Civil Procedure provides that amending of pleadings "shall be given freely when justice so requires." Further, leave to amend should not be denied unless the privilege has been abused, there is prejudice to the opposing party, or further amendment would be futile. Life General Security Insurance Company v. Horal, 667 So. 2d 967 (Fla. 4th DCA 1996).

5. In this case a determination that the dismissal is "without prejudice" with leave to amend is appropriate. There has been no abuse of the amendment privilege as there has been only one Amended Complaint filed in response to a prior Motion to Dismiss. There is no prejudice to the Defendant, Ted S. Bernstein, as the case is not at issue and Defendant has been on notice of these claims since the filing of the original Complaint.

6. The Amended Complaint **can** be amended to state a cause of action. Florida law recognizes that individual claims for breach of fiduciary duty and other torts may be brought against majority shareholders or officers of a corporation when there is a special duty alleged between the parties and the plaintiff/shareholder has suffered injury separate and distinct from that suffered by other shareholders. *See,* Biltmore Motor Corp. v. Roque, 291 So. 2d 114 (Fla. 3rd DCA 1974); Mortellite v. American Tower, L.P., 819 So.2d 928 (Fla. 2nd DCA 2002). As a matter of law, Plaintiff should be granted leave to amend to allege such special duty and/or distinct injury.

7. The Biltmore Motor Corp. and Mortellite cases also underscore that the Court's findings in paragraphs 2, 3 and, for the same reasons, 4 of its Order should be considered "without prejudice" based on the current allegations of Counts III, VII and VIII. Otherwise, the Court will have resolved critical factual and legal issues improperly through its resolution of a Motion to Dismiss. A motion to

dismiss should not be used "to determine issues of ultimate fact" and "may not act as a substitute for summary judgment." Roberts v. Children's Med. Servs., 751 So. 2d 672, 673 (Fla. 2d DCA 2000).

WHEREFORE, Plaintiff, William E. Stansbury, respectfully requests that this Court clarify its Order to provide that:

1. Its dismissal of Counts III, VII and VIII of the Amended Complaint is "without prejudice," with leave to amend within 20 days of the date of this Order;

2. The findings of the Court in paragraphs 2, 3 and 4 of the Order are similarly "without prejudice" and Plaintiff will be given one more opportunity to state a claim consistent with the principles of law set forth in Biltmore Motor Corp. v. Roque, 291 So. 2d 114 (Fla. 3rd DCA 1974), Mortellite v. American Tower, L.P., 819 So.2d 928 (Fla. 2nd DCA 2002) and other similar cases.

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that the above and foregoing has been forwarded via e-mail service at mrmlaw@comcast.net; and mrmlaw1@gmail.com to Mark R. Manceri, Esq., Mark R. Manceri, P.A., *Attorney for Donald Tescher and Robert Spallina as Co-Personal Representatives of the Estate of Simon Bernstein* and *Bernstein Family Realty*, 2929 E. Commercial Blvd., Suite 702, Fort Lauderdale, FL 33308; at arose@pm-law.com and mchandler@pm-law.com to Alan Rose, Esq., PAGE, MRACHEK, *Attorneys for Defendants, Ted Bernstein, LIC Holdings, Inc, Arbitrage International Management, LLC and the Shirley Bernstein Trust,* 505 So. Flagler Drive, Suite 600, West Palm Beach, FL 33401, on this 21 day of June, 2013.

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pfeaman@feamanlaw.com

By: _____
Peter M. Feaman
Florida Bar No.: 0260347

IN THE CIRCUIT COURT OF THE 15th JUDICIAL CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,

Plaintiff,

vs.

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN and as co-trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,

Defendants.
_____/

CASE NO: 50 2012 CA 013933 MB AA

ORDER ON DEFENDANT'S, TED S. BERNSTEIN, MOTION TO DISMISS COUNTS III, VII, AND VIII

THIS MATTER came before the Court on June 10, 2013 on Defendant's Ted S. Bernstein, Motion to Dismiss Counts III, VII and VIII (the "Motion"). The Court having heard argument of counsel and being otherwise fully advised, does hereby

ORDER and ADJUDGE as follows:

1. The Motion is granted.

EXHIBIT A

6/12/13

2. As to the claim set forth in Count III of the Complaint, Defendant owes no fiduciary duty directly to Plaintiff under Florida law, and therefore any direct claim is dismissed.

3. To the extent that Plaintiff is asserting that Defendant owed a fiduciary duty to a corporation of which Plaintiff claims to be a shareholder, this would be a derivative claim which cannot be asserted in this case. Moreover, Plaintiff has not met the statutory requirements for asserting a derivative claim.

4. Likewise, the claims asserted in Counts VII and VIII are derivative claims and are dismissed for the same reason.

DONE AND ORDERED in West Palm Beach, Palm Beach County, Florida, this 12 day of June, 2013.

GLENN KELLEY
Circuit Court Judge

Copies furnished to:

Peter M. Feaman, Esq., Peter M. Feaman, P.A., 3615 West Boynton Beach Blvd., Boynton Beach, FL 33436, Email: (pfeaman@feamanlaw.com); (service@feamanlaw.com); (mkoskey@feamanlaw.com) Counsel for Plaintiff

Mark R. Manceri, Esq., Mark R. Manceri, P.A., 2929 East Commercial Blvd., Suite 702, Ft. Lauderdale, FL 33309, Email: (mrmlaw@comcast.net); (mrmlaw1@gmail.com) Counsel for Donald R. Tescher and Robert L. Spallina, as Co-Personal Representatives; Bernstein Family Realty, LLC

Alan B. Rose, Esq., Page, Mrachek, Fitzgerald, Rose, Konopka & Dow, P.A., 505 South Flagler Drive, Suite 600, West Palm Beach, FL 33401, Email: (arose@pm-law.com); (mchandler@pm-law.com) Counsel for Ted S. Bernstein, LIC Holdings, Inc., Arbitrage International Management, LLC, Shirley Bernstein Trust Agreement dated May 20, 2008

The Law Offices
of
PETER M. FEAMAN, P.A.
Strategic Counselor. Proven Advocate.™

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June 11, 2013

Honorable Glenn Kelley
Courtroom 11A
Palm Beach County Circuit Court
205 No. Dixie Highway
West Palm Beach, FL 33401

Re: Stansbury v. Bernstein et al
Case No: 50 2012 CA 013933 MB AA

Dear Judge Kelley:

Enclosed please find a proposed Order Setting Hearing. Opposing counsel have no objection to the proposed date of the hearing.

If the proposed Order meets your satisfaction, please forward conformed copies to counsel via the e-mail addresses contained therein.

Thank you for your attention to this matter.

Respectfully,

PETER M. FEAMAN, P.A.

By: Peter M. Feaman

PMF/mk
Enclosure
cc: Allan Rose, Esq.
Mark R. Manceri, Esq.

THE 15TH JUDICIAL CIRCUIT OF FLORIDA
CIRCUIT CIVIL - DIVISION AA

You have successfully scheduled a hearing before Division AA.

Please print this page for your records.

Scheduled Hearing Details

Confirmation Number:	DIVAA20130610200824
Law Firm:	Peter M. Feaman, P.A.
Hearing Type:	Special Set
Date and Time:	07/15/13 09:30am Monday
Hearing Length:	30 minutes
Case Number (Style):	50-2012-CA-013933 (WILLIAM STANSBURY V TED BERNSTEIN)
Motion 1:	Motion to Dismiss
File Date:	05/13/2013
Movant:	Defendant
Note:	by Def, Shirley Bernstein Trust
Motion 2:	Motion for More Definite Statement
File Date:	05/10/2013
Movant:	Defendant
Note:	by Def, Bernstein Family Realty
Attorney:	Peter Feaman (561-734-5552) (pfeaman@feamanlaw.com)
Contact:	Maryanne Koskey (561-734-5552) (mkoskey@feamanlaw.com)

Next

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IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,
Plaintiff,

CASE NO: **50 2012 CA 013933 MB AA**

v.

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN and as co-trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,
Defendants.
_____/

ORDER SETTING HEARING

The following matter has been specially set for hearing before Judge Glenn D. Kelley in Courtroom 11A of the Palm Beach County Courthouse, 205 North Dixie Highway, West Palm Beach, FL 33401.

DATE: **July 15, 2013**

TIME: **9:30 a.m. (time allotted: 30 minutes)**

MATTERS: **Defendant's (Shirley Bernstein Trust) Motion to Dismiss; and**

Defendant's (Bernstein Family Realty LLC) Motion for a More Definite Statement

NOTE: THIS HEARING IS SPECIALLY SET BY COURT ORDER AND CANNOT BE CANCELLED OR RESET EXCEPT BY COURT ORDER. ALL MEMORANDA MUST BE SUBMITTED TO JUDGE'S CHAMBERS NO LATER THAN FIVE (5) DAYS PRIOR TO HEARING.

DONE and ORDERED in Chambers, West Palm Beach, Palm Beach County, Florida this ___ day of June, 2013.

_____
Honorable Glenn Kelley
Circuit Judge

Copies to:
Alan Rose, Esq., Page Mrachek, 505 So. Flagler Drive, Suite 600, West Palm Beach, FL 33401; e-mail: arose@pm-law.com;
Mark R. Manceri, Exq., Mark R. Manceri, P.A., 2929 E. Commercial Blvd., suite 702, Fort Lauderdale, FL 33308; e-mail: mrmlaw@comcast.net
Peter M. Feaman, Esq., Peter M. Feaman, P.A., 3615 W. Boynton Beach Blvd., Boynton Beach, FL; e-mail: pfeaman@feamanlaw.com

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Germaine English, Americans with Disabilities Act Coordinator, Palm Beach County Courthouse, 205 North Dixie Highway West Palm Beach, Florida 33401; telephone number (561) 355 4380 at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711."

"Si usted es una persona minusválida que necesita algún acomodamiento para poder participar en este procedimiento, usted tiene derecho, sin tener gastos propios, a que se le provea cierta ayuda. Tenga la amabilidad de ponerse en contacto con Germaine English, 205 N. Dixie Highway, West Palm Beach, Florida 33401; teléfono número (561) 355-4380, por lo menos 7 días antes de la cita fijada para su comparecencia en los tribunales, o inmediatamente después de recibir esta notificación si el tiempo antes de la comparecencia que se ha programado es menos de 7 días; si usted tiene discapacitación del oído o de la voz, llame al 711."

"Si ou se yon moun ki enfim ki bezwen akomodasyon pou w ka patisipe nan pwosedi sa, ou kalifye san ou pa gen okenn lajan pou w peye, gen pwovizyon pou jwen kèk èd. Tanpri kontakte Germaine English, kòòdonatè pwogram Lwa pou ameriken ki Enfim yo nan Tribinal Konte Palm Beach la ki nan 205 North Dixie Highway, West Palm Beach, Florida 33401; telefòn li se (561) 355 4380 nan 7 jou anvan dat ou gen randevou pou parèt nan tribinal la, oubyen imedyatman apre ou fin resevwa konvokasyon an si lè ou gen pou w parèt nan tribinal la mwens ke 7 jou; si ou gen pwoblèm pou w tande oubyen pale, rele 711."

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,

Plaintiff,

vs.

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as Co-Personal Representatives of the ESTATE OF SIMON L. BERNSTEIN and as Co-Trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,

Defendants.
_____/

CIVIL DIVISION

CASE NO: 502012CA013933 MB AA

DIVISION: KELLEY

ANSWER, AFFIRMATIVE DEFENSES AND COUNTERCLAIM TO AMENDED COMPLAINT

COME NOW, Defendants, Donald R. Tescher and Robert L. Spallina, as Co-Personal Representatives of the Estate of Simon L. Bernstein (hereinafter the "Defendants"), by and through their undersigned counsel and hereby files this their Answer, Affirmative Defenses and Counterclaim to Amended Complaint and in support thereof state, as follows:

ANSWER

1. Paragraph 1 is admitted solely for jurisdictional purposes.

2. The Defendants are presently without sufficient knowledge to either admit or deny the allegations in paragraph 2.

MARK R. MANCERI, P.A. • 2929 East Commercial Blvd. • Suite 702 • Fort Lauderdale, FL 33308 • (954) 491-7099

3. Paragraph 3 is Admitted.

4. Paragraph 4 is admitted solely to the extent of the record in the Estate of Simon L. Bernstein, Case No. 502012CP004391.

5. Paragraph 5 is Admitted.

6. Paragraph 6 is Admitted.

7. Paragraph 7 is Admitted.

8. Paragraph 8 is Denied.

9. Paragraph 9 is admitted solely for jurisdictional purposes.

10. Defendants are presently without sufficient knowledge to either admit or deny the allegations in paragraph 10.

11. Paragraph 11 is Admitted.

12. Paragraph 12 is Admitted.

13. Defendants are presently without sufficient knowledge to either admit or deny the allegations in paragraph 13.

14. Defendants are presently without sufficient knowledge to either admit or deny the allegations in paragraph 14.

15. Paragraph 15 is Admitted.

16. Defendants are presently without sufficient knowledge to either admit or deny the allegations in paragraph 16.

17. Defendants are presently without sufficient knowledge to either admit or deny the

allegations in paragraph 17.

18. Paragraph 18 is admitted solely to the extent that the Plaintiff, at some point in time, became a 10% shareholder.

19. Paragraph 19 is Denied.

20. Paragraph 20 is Denied.

21. Paragraph 21 is Denied.

22. Defendants are presently without sufficient knowledge to either admit or deny the allegations in paragraph 22.

23. Paragraph 23 is Denied.

24. Paragraph 24 is Denied.

25. Paragraph 25 is Denied.

26. Paragraph 26 is Denied.

27. Paragraph 27 is Denied.

28. Paragraph 28 is Denied.

29. Paragraph 29 is Denied.

30. Paragraph 30 is Denied.

31. Paragraph 31 is admitted solely to the extent that the Plaintiff, at some point in time, was no longer a 10% shareholder.

32. Paragraph 32 is Denied.

33. Paragraph 33 is Denied.

34. Defendants are presently without sufficient knowledge to either admit or deny the allegations in paragraph 34.

COUNT I

35. No response is required from the Defendants with respect to Count I.

COUNT II

36. No response is required from the Defendants with respect to Count II.

COUNT III

37. Defendants reaver and incorporate herein their responses 1-36 above.

38. Paragraph 46 is Admitted.

39. Paragraph 47 is Denied.

40. Paragraph 48 is Denied.

41. Paragraph 49 is Denied.

42. Paragraph 50 is Denied.

43. Paragraph 51 is Denied.

44. Paragraph 52 is Denied.

45. Paragraph 53 is Denied.

46. Paragraph 54 is Denied.

47. Paragraph 55 is Denied.

48. Paragraph 56 is Denied.

49. Paragraph 57 is Denied.

50. Paragraph 58 is Denied.

51. Paragraph 59 is Denied.

COUNT IV

52. No response is required from the Defendants with respect to Count IV.

COUNT V

53. Defendants reaver and incorporate herein their responses 1-52 above.

54. Paragraph 67 is Denied.

COUNT VI

55. No response is required from the Defendants with respect to Count VI.

COUNT VII

56. Defendants reaver and incorporate herein their responses 1-55 above.

57. Paragraph 74 is Denied.

58. Paragraph 75 is Denied.

59. Paragraph 76 is Denied.

60. Paragraph 77 is Denied.

COUNT VIII

61. Defendants reaver and incorporate herein their responses 1-60 above.

COUNT IX

62. No response is required from the Defendants with respect to Count IX.

AS TO ALL COUNTS

63. All other allegations not specifically admitted are denied.

AFFIRMATIVE DEFENSES

1. As and for the Defendants First Affirmative Defense, Plaintiff's claims are barred in whole or in part by the applicable statute of limitations and/or laches.

2. As and for the Defendants Second Affirmative Defense, Plaintiff's claims are barred in whole or in part by the statute of frauds.

3. As and for the Defendants Third Affirmative Defense, Plaintiff's claims are barred in whole or in part because Plaintiff lacks standing to pursue derivative claims because he is no longer a shareholder in LIC and lacks standing to pursue other claims because is no longer an employee of LIC or Arbitrage.

4. As and for the Defendants Fourth Affirmative Defense, Plaintiff's claims are barred in whole or in part by because Plaintiff has misjoined causes of action held in different capacities, and therefore, the Complaint is improper and, at a minimum, certain claims must be dismissed such that Plaintiff pursues only those claims he has in one capacity.

5. As and for the Defendants Fifth Affirmative Defense, Plaintiff's claims are barred in whole or in part by the doctrine of waiver. Plaintiff was aware of the facts and circumstances of the companies' operations, and the financial transactions and dealings within the companies and was aware of the alleged actions which form the basis of his claim, and waived any claims against Defendants.

6. As and for the Defendants Sixth Affirmative Defense, Plaintiff's claims are barred in whole or in part by the doctrine of ratification. Plaintiff was aware of the facts and circumstances of the companies' operations, and the financial transactions and dealings within the companies, and the alleged actions which form the basis of his claim, and ratified such alleged actions.

7. As and for the Defendants Seventh Affirmative Defense, Plaintiff's claims are barred in whole or in part by the doctrine of estoppel. Plaintiff was aware of the facts and circumstances of the companies' operations, and the financial transactions and dealings within the companies, and was aware of the alleged actions which form the basis of his claim, and therefore is estopped to assert any claims against Defendants.

8. As and for the Defendants Eighth Affirmative Defense, Plaintiff's claims are barred in whole or in part by the doctrine of acquiescence. Plaintiff was aware of the facts and circumstances of the companies' operations, and the financial transactions and dealings within the companies, and was aware of the alleged actions which form the basis of his claim, and therefore acquiesced in the conduct about which he now complains.

9. As and for the Defendants Ninth Affirmative Defense, Plaintiff's claims against Simon L. Bernstein (hereinafter the "Decedent") are barred in whole or in part by the corporate shield doctrine. All of the actions allegedly taken by the Decedent were actions taken on behalf of a legal entity (corporation or limited liability company), and not on behalf of himself individually, and therefore, any claims against the Decedent individually are barred.

10. As and for the Defendants Tenth Affirmative Defense, Plaintiff has failed to comply with the requirements of section 607.07401 of the Florida Statutes.

11. As and for the Defendants Eleventh Affirmative Defense, Plaintiff failed to properly include the relief requested in Counts III, V, VII, VIII within his Claim filed in the Decedent's probate proceedings. As such, those Claims are now barred and the Plaintiff is estopped from pursuing same as the three (3) month statutory period for filing Claims against the Estate has expired.

12. As and for the Defendants Twelfth Affirmative Defense, Plaintiff's claims against the Decedent in Counts III, VII and VIII are barred as a result of the Court Order dated June 12, 2013. The allegations in Counts III, VII and VIII against the Decedent are the same as those alleged against Ted S. Bernstein. As such, the Plaintiff is estopped from pursuing same against the Defendants. A copy of said Order is attached hereto as Exhibit "A" and incorporated herein by reference.

13. As and for the Defendants Thirteenth Affirmative Defense, the Plaintiff has failed to state a cause of action against the Decedent for a Constructive Trust. The Plaintiff has failed to plead the four (4) required elements of a promise, reliance, confidential relationship and unjust enrichment. As such, Count VIII must be dismissed.

WHEREFORE, having answered the Complaint, Defendants demand judgment in their favor, together with an award of costs and, pursuant to any applicable contract or statute, attorneys' fees, and such other relief as the Court determines just and equitable.

COUNTERCLAIM

Counter-Plaintiff, the Estate of Simon L. Bernstein (hereinafter the "Estate"), sues Defendant, William E. Stansbury ("Stansbury"), and states:

1. The Estate is being administered in Palm Beach County, Florida.

2. Stansbury is a resident of Palm Beach County, Florida.

3. At all material times referenced herein during the lifetime of Simon L. Bernstein, he was an officer and shareholder of Arbitrage and LIC Holdings, Inc.

4. As part of his work for Arbitrage and its affiliated company, LIC Holdings, Inc., Stansbury was listed as the licensed insurance agent of record on various contracts and policies of insurance with various insurance companies, under which those insurance companies would make payments of commissions and renewals due to Arbitrage only by way of a check payable in many cases to Stansbury individually.

5. Pursuant to the agreement of the parties, Stansbury was to deliver all such checks to Arbitrage, because all receipts for commissions, renewals or other revenue received by Stansbury for contracts or policies generated during the time of his employment were property of his employer.

6. Upon information and belief, before the time that Stansbury voluntarily terminated his employment with Arbitrage, Stansbury received and collected checks made payable to him, but which properly belonged to Arbitrage, and retained those funds for his sole and exclusive use and benefit.

7. Further, after Stansbury voluntarily terminated his employment with Arbitrage, Stansbury continued to receive checks made payable to him, but which properly belonged to Arbitrage, and Stansbury retained the benefit of such checks for his sole and exclusive use and benefit. In addition, for some period of time after he voluntarily terminated his employment, Stansbury has been depositing certain checks into the trust account of his attorney, Peter Feaman.

8. All conditions precedent to the bringing of his action have been met, satisfied or waived.

COUNT I - BREACH OF CONTRACT

9. The Estate realleges paragraphs 1 though 8 above.

10. This is an action for breach of contract and seeks damages in excess of $15,000, exclusive of interest, costs and attorneys' fees.

11. Pursuant to the agreement between Arbitrage and Stansbury, Stansbury was required to deliver to Arbitrage all checks made payable to him for contracts or policies of insurance which relate to work done during the time of Stansbury's employment.

12. For the vast majority of the duration of Stansbury's employment, Stansbury complied with the parties' oral agreement and, as far as Arbitrage is presently aware, Stansbury did in fact deliver to Arbitrage all checks he received. However, upon information and belief, Stansbury may have withheld checks from Arbitrage at various times.

13. At some point before the voluntary termination of his employment, and for all times after the voluntary termination of his employment, Stansbury has retained for himself and

refused to turn over to Arbitrage checks received by him, payable to him individually, but which otherwise should have been turned over to Arbitrage.

14. By his actions in retaining checks payable to him but which should have been turned over to Arbitrage, Stansbury has breached his agreement with Arbitrage.

15. As a direct and proximate result of Stansbury breach of the parties' agreement, Arbitrage and consequently the Estate have been damaged in an amount to be determined through discovery and at trial, including the amount held in the attorney trust account of Peter Feaman.

WHEREFORE, the Estate demands judgment in its favor against Stansbury for compensatory damages, together with an award of costs and, pursuant to any applicable statute or contract, an award of attorneys' fees, and such other relief as is just.

COUNT II - DECLARATORY JUDGMENT

16. The Estate realleges paragraphs 1 though 8 and 10 through 15 above.

17. This is an action for a declaratory judgment and for supplemental relief.

18. There is a genuine and immediate dispute between the parties as to the entitlement to certain Checks which are made payable to Stansbury individually, but which properly belong to Arbitrage as the commissions and renewals received for contracts and policies of insurance, and other revenues of Arbitrage which are payable directly to Stansbury individually.

19. There is a bona fide, actual, present and practical need for the declaration.

20. The declaration deals with a present, ascertained or ascertainable state of facts or present controversy as to a state of facts regarding who is entitled to the Checks held by Stansbury

or his counsel.

21. An immunity, power, privilege or right of Arbitrage is dependent upon the facts or the law applicable to the facts.

22. Stansbury has, or reasonably may have, an actual, present, adverse and antagonistic interest in the subject matter, either in fact or law.

23. The antagonistic and adverse interests are all properly before the Court.

24. The relief sought is not merely the giving of legal advice or the answer to questions propounded from curiosity.

25. Based upon the foregoing, the Estate seeks a declaration that Stansbury is required to turn over to Arbitrage all checks received by him, which are payable to Stansbury individually, but which relate to contracts or policies of insurance, or other revenues generated by Arbitrage or by Stansbury while he was employed by Arbitrage.

26. Moreover, the Estate requests a declaratory judgment that it is entitled to all funds currently being held in the attorney trust account of Peter Feaman, which represent Checks received by Stansbury which are made payable to Stansbury individually, but which otherwise properly belong to Arbitrage.

27. The Estate also seeks a declaration that its rights to all such funds are superior to the rights and claims of Stansbury.

WHEREFORE, the Estate seeks a declaratory judgment as to its rights to the personal property described above, together with supplemental relief to the extent necessary, an award of

costs and, pursuant to any applicable statute or contract, an award of attorneys' fees, and such other relief the Court determines just and equitable.

GENERAL PRAYER FOR ATTORNEY'S FEES AND COSTS

Defendants, Donald R. Tescher and Robert L. Spallina, as Co-Personal Representatives of the Estate of Simon L. Bernstein, hereby requests an award of attorney's fees and costs pursuant to Florida Statutes 733.106 and 733.609 and/or Florida decisional case law, and that same be taxed against the Plaintiff.

MARK R. MANCERI, P.A.
Attorney for Donald R. Tescher and Robert L. Spallina, as Co-Personal Representatives
2929 East Commercial Blvd., Suite 702
Ft. Lauderdale, FL 33308
Telephone: (954) 491-7099
E-mail: mrmlaw@comcast.net
mrmlaw1@gmail.com

By: _____
Mark R. Manceri, Esq.
Florida Bar No. 444560

502012CA013933 MB AA

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by e-mail to the designated address(es) to all parties on the following Service List, this 21st day of June, 2013.

Mark R. Manceri, Esq.

SERVICE LIST

Peter M. Feaman, Esq.
Peter M. Feaman, P.A.
3615 West Boynton Beach Blvd.
Boynton Beach, Florida 33436

Alan B. Rose, Esq.
Page, Mrachek, Fitzgerald, et.al.
505 South Flagler Drive, Suite 600
West Palm Beach, Florida 33401

IN THE CIRCUIT COURT OF THE 15th JUDICIAL CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,

Plaintiff,

vs.

CASE NO: 50 2012 CA 013933 MB AA

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN and as co-trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,

Defendants.
_____/

ORDER ON DEFENDANT'S, TED S. BERNSTEIN, MOTION TO DISMISS COUNTS III, VII, AND VIII

THIS MATTER came before the Court on June 10, 2013 on Defendant's Ted S. Bernstein, Motion to Dismiss Counts III, VII and VIII (the "Motion"). The Court having heard argument of counsel and being otherwise fully advised, does hereby

ORDER and ADJUDGE as follows:

1. The Motion is granted.

EXHIBIT "A"

2. As to the claim set forth in Count III of the Complaint, Defendant owes no fiduciary duty directly to Plaintiff under Florida law, and therefore any direct claim is dismissed.

3. To the extent that Plaintiff is asserting that Defendant owed a fiduciary duty to a corporation of which Plaintiff claims to be a shareholder, this would be a derivative claim which cannot be asserted in this case. Moreover, Plaintiff has not met the statutory requirements for asserting a derivative claim.

4. Likewise, the claims asserted in Counts VII and VIII are derivative claims and are dismissed for the same reason.

DONE AND ORDERED in West Palm Beach, Palm Beach County, Florida, this 12 day of June, 2013.

GLENN KELLEY
Circuit Court Judge

Copies furnished to:

Peter M. Feaman, Esq., Peter M. Feaman, P.A., 3615 West Boynton Beach Blvd., Boynton Beach, FL 33436, Email: (pfeaman@feamanlaw.com); (service@feamanlaw.com); (mkoskey@feamanlaw.com) Counsel for Plaintiff

Mark R. Manceri, Esq., Mark R. Manceri, P.A., 2929 East Commercial Blvd., Suite 702, Ft. Lauderdale, FL 33309, Email: (mrmlaw@comcast.net); (mrmlaw1@gmail.com) Counsel for Donald R. Tescher and Robert L. Spallina, as Co-Personal Representatives; Bernstein Family Realty, LLC

Alan B. Rose, Esq., Page, Mrachek, Fitzgerald, Rose, Konopka & Dow, P.A., 505 South Flagler Drive, Suite 600, West Palm Beach, FL 33401, Email: (arose@pm-law.com); (mchandler@pm-law.com) Counsel for Ted S. Bernstein, LIC Holdings, Inc., Arbitrage International Management, LLC, Shirley Bernstein Trust Agreement dated May 20, 2008

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,

Plaintiff,

vs.

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as Co-Personal Representatives of the ESTATE OF SIMON L. BERNSTEIN and as Co-Trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,

Defendants.
_____/

CIVIL DIVISION

CASE NO: 502012CA013933 MB AA

DIVISION: KELLEY

NOTICE OF SERVING FIRST SET OF INTERROGATORIES TO WILLIAM E. STANSBURY

TO: WILLIAM E. STANSBURY
c/o Peter M. Feaman, Esq.
Peter M. Feaman, P.A.
3615 West Boynton Beach Blvd.
Boynton Beach, Florida 33436

COMES NOW, Defendants, Donald R. Tescher and Robert L. Spallina, as Co-Personal Representatives of the Estate of Simon L. Bernstein, by and through their undersigned attorney, pursuant to Florida Rule of Civil Procedure 1.340, and hereby propound their First Set of Interrogatories to the Personal Representative, consisting of Nos. 1 through 11, to be answered in writing, under oath, within thirty (30) days from the date of service of these Interrogatories.

MARK R. MANCERI, P.A.● 2929 East Commercial Blvd.● Suite 702 ● Fort Lauderdale, FL 33308 ● (954) 491-7099

CASE NO: 502012CA013933 MB AA

MARK R. MANCERI, P.A.
Attorney for Donald R. Tescher and Robert L. Spallina, as Co-Personal Representatives
2929 East Commercial Blvd., Suite 702
Ft. Lauderdale, FL 33308
Telephone: (954) 491-7099
E-mail: mrmlaw@comcast.net
mrmlaw1@gmail.com

By: _____
Mark R. Manceri, Esq.
Florida Bar No. 444560

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by e-mail to the designated address(es) to all parties on the following Service List, this 18th day of June, 2013.

_____
Mark R. Manceri, Esq.

SERVICE LIST

Peter M. Feaman, Esq.
Peter M. Feaman, P.A.
3615 West Boynton Beach Blvd.
Boynton Beach, Florida 33436

Alan B. Rose, Esq.
Page, Mrachek, Fitzgerald, et.al.
505 South Flagler Drive, Suite 600
West Palm Beach, Florida 33401

CASE NO: 502012CA013933 MB AA

A. INSTRUCTIONS.

1. Give all information known to you, your agents or your attorneys when you answer each Interrogatory, even if the information is contained in records or is hearsay.

2. If you cannot answer any one of these Interrogatories fully, after trying in good faith to find the information required to answer the Interrogatory, put down as much information as you have found in your Answer.

3. Any question that asks for information about a document or asks you to identify the document may be answered by attaching a copy of the document to your answer.

B. DEFINITIONS.

As used in these Interrogatories:

1. "Communication" means any oral or written utterance between tow or mor persons. A "communication" includes a letter, a conversation, a discussion, an interview, a consultation, or an agreement and any other like understanding between two or more persons.

2. As used in these interrogatories, "Decedent" means Simon Bernstein.

3. The word "Document(s)" shall mean any written or graphic matter or other means of preserving thought or expression, and all tangible things from which information can be processed or transcribed, including the original and all non-identical copies, whether different from the original by reason of any notation made on such copy or otherwise, including, but not limited to, e-mail, correspondence, memoranda, notes, messages, letters, telegrams, teletype, telefax bulletins, meetings, or other communications, interoffice and intra-office telephone calls, diaries, chronological data, minutes, books, reports, charts, ledgers, invoices, worksheets, receipts, returns, computer printouts, prospectuses, financial statements, schedules, affidavits, contracts, cancelled checks, transcripts, statistics, surveys, magazine or newspaper articles, releases (and any and all drafts, alterations and modifications, changes and amendments of any of the foregoing), graphs or oral records or representations of any kind, including without limitation, photographs, charts, graphs, microfiche, microfilm, videotape, recordings, motion pictures and electronic, mechanical or electric records or representations of any kind (including without limitations, tapes, cassettes, discs and recordings).

MARK R. MANCERI, P.A.● 2929 East Commercial Blvd.● Suite 702 ● Fort Lauderdale, FL 33308 ● (954) 491-7099

4. "Identify" means to give the following information about a natural human person:

(a) the person's last name, first name and middle initial;
(b) the person's residence address;
(c) the person's business or employer's name and address;
(d) the person's social security number;
(e) all telephone numbers at which the person can be contacted.

5. "Identify" means to give the following information about a corporation:

(a) The corporation's full corporate name;
(b) Any assumed business names used by the corporation;
(c) The address of its principal place of business;
(d) The address of each place of business in [specify the geographic region, if the address is unavailable];
(e) all telephone numbers of the corporation.

6. "Identify" means to give the following information about a document:

(a) the name of each person who prepared the document;
(b) the number of pages in the entire document;
(c) the kind of document;
(d) the title of the document;
(e) the date of the document;
(f) the location of the document;
(g) the person who is custodian of the document.

7. "Identify" means to give the following information about a communication:

(a) the name of each person who made any part of the communication;
(b) whether the communication was written or oral;
(c) to identify any written portion of the communication as a document.

8. "Photograph" means any still photographs, X-ray films, video tapes and motion pictures. A "photograph" is a "document."

9. "Property" means all property whether real, tangible or intangible, whether held by the Decedent individually, jointly or in a Trust.

10. A communication or document "Relating" to any given subject means any communication or document that constitutes, contains, embodies, reflects, identifies, states, refers to, or is in any way pertinent to that subject, including, without limitation, documents concerning the preparation of other documents.

11. "You" and "Yours" means the party to who these interrogatories are addressed, and any predecessor in interest, any successor in interest, and any employee or agent of the party. "You" also means a party's attorney, unless the subject matter of the Interrogatory calls for a privileged communication.

CASE NO: 502012CA013933 MB AA

FIRST SET OF INTERROGATORIES TO WILLIAM E. STANSBURY

1. Identify by name, address and telephone number each person who assisted you, in any way, in answering these Interrogatories.

MARK R. MANCERI, P.A.● 2929 East Commercial Blvd.● Suite 702 ● Fort Lauderdale, FL 33308 ● (954) 491-7099

2. Identify the name, address and telephone number of each and every person believed or known by you, your agents, or your attorneys to have any knowledge relating to the allegations made in the Amended Complaint filed by you in this cause dated February 12, 2013. In so doing, state with specificity the subject matter and substance of the person's knowledge.

3. List every incident or occurrence after January 1, 2006 in which you believe that the Decedent perpetrated a fraud upon you. Please identify the details of each incident or occurrence, including the nature, date and location of each incident or occurrence as well as the name, address and the phone number of all witnesses of each incident or occurrence.

4. Please describe in detail your involvement in the Decedent's business affairs on or after January 1, 2006. Your answer should include, but not be limited to, a detailed description of all duties that you undertook in connection with performing services, paying bills, expenses, balancing check books, writing checks, and receiving deposits or other income. Describe in detail how you became involved in the Decedent's business affairs. The term "business" shall be deemed to include all of the named Corporate and LLC Defendants.

5. Describe in detail the circumstances relating to each and every business related meeting you attended on or after January 1, 2006 at which the Decedent was present.

Include in your answer:

A) who arranged the meeting;

B) how you become aware of the meeting;

C) the name, address and telephone number of every person who know about the meeting in advance;

D) your understanding of the purpose of the meeting;

E) who spoke at the meeting and what that person said;

F) the name, address and telephone number of each person in attendance for any portion or all of the meeting;

G) identify all documents reviewed or referred to during the meeting;

H) the length of the meeting;

I) the month, date and year of the meeting; and

J) the location of the meeting.

6. State the identity of each and every person who you have reason to believe may now have or may previously have had any knowledge concerning the circumstances relating to the allegations made by you in paragraph 31 of the Amended Complaint filed by you in this cause dated February 12, 2013. For each such person, state the following: (a) name; (b) address; (c) telephone number; (d) the nature of such knowledge; and (e) the date such knowledge was acquired.

7. State the substance of each and every communication between the Decedent and any other person regarding his alleged intent, on or after January 1, 2006, to transfer or pay any money or assets to you as a result of your involvement in his business affairs. For each such communication, state the date of the communication, the form of the communication (written, by telephone, or in person) and the names, addresses and telephone numbers of any other individuals who were either present for or who may have overheard all or part of the communication.

8. Identify each and every gift, check, cash payment, mortgage, loan, or advance of $500.00 or more made by the Decedent to you, any member of your family, or any business of which you are or were an owner, investor, shareholder or creditor on or after January 1, 2006. For each such item, furnish the date, who the payment was made to, the amount, the form of the payment (in cash, check, property, etc.), the purpose of the payment, and whether it was ever repaid.

9. Please state whether you or anyone action on your behalf obtained statements from any person with knowledge of any issues or facts relating to the Amended Complaint filed by you in this cause dated February 12, 2013. If so, state (a) the names and addresses of the persons from whom the statements were taken; (b) the date the statements were taken; (c) the names and addresses of the persons who took the statements, and/or who have custody of the statements; (d) whether the statements were written or oral; and (e) whether the statements were memorialized by recording device, court reporter, video, cd, stenographer, or otherwise.

10. Identify by name, address and telephone number each person you requested to personally observe, meet or talk to the Decedent on or after January 1, 2006 relating to your involvement in his business affairs.

11. If, in furtherance of answering any of the above Interrogatories, you referred to any document or item, describe in detail each such document or item and state the Interrogatory number to which such document or item relates.

CASE NO: 502012CA013933 MB AA

_____
WILLIAM E. STANSBURY

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared, William E. Stansbury, who is personally known to me or who produced _____ as identification and who upon being duly sworn, deposes and states that he has read the Answers to the First Set of Interrogatories propounded to him by the Defendants, Donald Tescher and Robert Spallina, as Co-Personal Representatives of the Estate of Simon L. Bernstein , and that the statements contained therein are true and correct to the best of his knowledge.

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 2013.

My Commission No. is:

My Commission Expires:

_____
NOTARY PUBLIC
STATE OF _____

_____
[Print or stamp name of Notary Public]

MARK R. MANCERI, P.A. • 2929 East Commercial Blvd. • Suite 702 • Fort Lauderdale, FL 33308 • (954) 491-7099

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,
Plaintiff,

CASE NO: **50 2012 CA 013933 MB AA**

v.

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN and as co-trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,
Defendants.
_____/

ANSWER AND AFFIRMATIVE DEFENSES COUNTER-DEFENDANT WILLIAM E. STANSBURY TO THE COUNTERCLAIM OF COUNTER-PLAINTIFF ARBITRAGE INTERNATIONAL MANAGEMENT, LLC

Plaintiff/Counter-Defendant, WILLIAM E. STANSBURY ("STANSBURY"), by and through his undersigned counsel, as his Answer to the Counterclaim of Defendant/Counter-Plaintiff ARBITRAGE INTERNATIONAL MANAGEMENT, LLC ("ARBITRAGE") does hereby state as follows:

1. Admitted.

2. Admitted.

3. Admits that STANSBURY was listed as the licensed insurance agent of record on various contracts and policies of insurance with various insurance companies but denies the remainder of the paragraph.

4. Admits that STANSBURY was to deliver checks to Arbitrage from time to time but denies the remainder of the paragraph.

5. Denied.

6. Admits that certain checks have been deposited in the Trust Account of attorney Peter Feaman but denies the remainder of the paragraph.

7. Denied.

COUNT 1 – BREACH OF CONTRACT

8. Plaintiff-Counter Defendant reasserts his responses to paragraphs 1 through 7 as if fully reiterated herein.

9. Denied.

10. Admits that Stansbury delivered to Arbitrage checks made payable to him from time to time but denies the remainder of the paragraph.

11. Admits that Stansbury complied with the parties' oral agreement and delivered to Arbitrage checks he received but denies the remainder of the paragraph.

12. Admits that Stansbury has retained certain checks but denies the remainder of the paragraph.

13. Denied.

14. Denied.

COUNT II – DECLARATORY JUDGMENT

15. Plaintiff-Counter Defendant reasserts his responses to paragraphs 1 through 14 as if fully reiterated herein.

16. Denied.

17. Denied.

18. Denied.

19. Denied.

20. Denied.

21. Denied.

22. Denied.

23. Denied.

24. Denied.

25. Denied.

26. Denied.

AFFIRMATIVE DEFENSES

1. The claims of Arbitrage are barred, in whole or in part, by the applicable Statute of Limitations.

2. The claims of Arbitrage are barred, in whole or in part, by the doctrine of laches.

3. The antecedent and material breaches by Defendants of the oral contract sued upon by STANSBURY operated to discharge and excuse STANSBURY from the performance of any further contractual duty thereunder.

4. Arbitrage does not meet the requirements of Section 86.011(1) or (2), Florida Statutes (2011), and thus Arbitrage is not entitled to Declaratory relief.

5. Arbitrage is estopped from bringing this action due to its own unclean hands and the wrongful conduct of its officers and directors.

6. Arbitrage is estopped from asserting its alleged Breach of Contract action due to its own breaches.

WHEREFORE, Plaintiff/Counter-Defendant WILLIAM E. STANSBURY requests this Honorable Court to dismiss the Counterclaim, with prejudice, together with an award of reasonable costs and attorneys' fees incurred herein, and such other relief as the Court deems just and reasonable.

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that the above and foregoing has been forwarded via e-mail service at mrmlaw@comcast.net; and mrmlaw1@gmail.com to Mark R. Manceri, Esq., Mark R. Manceri, P.A., *Attorney for Donald Tescher and Robert Spallina as Co-Personal Representatives of the Estate of Simon Bernstein* and *Bernstein Family Realty*, 2929 E. Commercial Blvd., Suite 702, Fort Lauderdale, FL 33308; at arose@pm-law.com and mchandler@pm-law.com to Alan Rose, Esq., PAGE, MRACHEK, *Attorneys for Defendants, Ted Bernstein, LIC Holdings, Inc, Arbitrage International Management, LLC and the Shirley Bernstein Trust*, 505 So. Flagler Drive, Suite 600, West Palm Beach, FL 33401, on this 4th day of June, 2013.

PETER M. FEAMAN, P.A.
3615 W. Boynton Beach Blvd.
Boynton Beach, FL 33436
Tel.: 561073405552
Fax: 561-734-5554
pfeaman@feamanlaw.com

By: _____
Peter M. Feaman
Florida Bar No.: 0260347

IN THE CIRCUIT COURT OF THE 15th JUDICIAL CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,

Plaintiff,

vs.

CASE NO: 50 2012 CA 013933 MB AA

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN and as co-trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,

Defendants.
_____/

DEFENDANTS', TED S. BERNSTEIN, LIC HOLDINGS, INC. AND ARBITRAGE INTERNATIONAL HOLDINGS, LLC, REQUEST FOR COPIES

Defendants, Ted S. Bernstein, LIC Holdings, Inc. and Arbitrage International Holdings, LLC (collectively "Defendants"), pursuant to Florida Rule of Civil Procedure 1.351(e), hereby file their Request for Copies with respect to Plaintiff's, William E. Stansbury, Amended Notice of Production from Non-Party dated May 23, 2013:

1. All documents produced in response to the Subpoena Duces Tecum without Deposition from Phoenix Life Insurance Company;

2. All documents produced in response to the Subpoena Duces Tecum without Deposition from Penn Mutual Life Insurance Companies;

3. All documents produced in response to the Subpoena Duces Tecum without Deposition from Lincoln National Life Insurance Company;

4. All documents produced in response to the Subpoena Duces Tecum without Deposition from Massachusetts Mutual Life;

5. All documents produced in response to the Subpoena Duces Tecum without Deposition from Freund & Associates Insurance Services;

6. All documents produced in response to the Subpoena Duces Tecum without Deposition from Sun Life Assurance Company of Canada;

7. All documents produced in response to the Subpoena Duces Tecum without Deposition from Bisys Insurance Services, Inc.;

8. All documents produced in response to the Subpoena Duces Tecum without Deposition from American General Life Companies;

9. All documents produced in response to the Subpoena Duces Tecum without Deposition from Transamerica Life Insurance Company;

10. All documents produced in response to the Subpoena Duces Tecum without Deposition from Hartford Life Insurance Company;

11. All documents produced in response to the Subpoena Duces Tecum without Deposition from Pacific Life Insurance Company;

12. All documents produced in response to the Subpoena Duces Tecum without Deposition from Alliance Financial Group

13. All documents produced in response to the Subpoena Duces Tecum without Deposition from Summit Alliance Financial;

14. All documents produced in response to the Subpoena Duces Tecum without Deposition from Principal Financial Group;

15. All documents produced in response to the Subpoena Duces Tecum without Deposition from Minnesota Life Insurance Company; and

16. All documents produced in response to the Subpoena Duces Tecum without Deposition from AXA Equitable.

17. The undersigned agrees to pay all reasonable photocopying charges for documents produced.

CERTIFICATE OF SERVICE

I CERTIFY that a copy of the foregoing has been furnished to the Service List set forth below by: ■ E-mail Electronic Transmission; ☐ Facsimile; ☐ U.S. Mail; ☐ Overnight Delivery; ☐ Hand-delivery, this 6th day of June, 2013.

PAGE, MRACHEK, FITZGERALD, ROSE,
KONOPKA & DOW, P.A.
505 South Flagler Drive, Suite 600
West Palm Beach, Florida 33401
Telephone: (561) 655-2250
Facsimile: (561) 655-5537
Email: arose@pm-law.com; mchandler@pm-law.com
Email: sshelley@pm-law.com; tclarke@pm-law.com
Email: phely@pm-law.com; mchandler@pm-law.com
Counsel for Ted S. Bernstein; LIC Holdings, Inc.; Arbitrage International Management, LLC; and Shirley Bernstein Trust

By: /s/ Alan B. Rose
Alan B. Rose (Florida Bar No. 961825)
Stefanie R. Shelley (Florida Bar No. 514446)
N. Patrick Hely (Florida Bar No. 0091466

SERVICE LIST

Peter M. Feaman, Esquire
Peter M. Feaman, P.A.
3615 West Boynton Beach Blvd.
Boynton Beach, FL 33436
(561) 734-5552 - Telephone
(561) 734-5554 - Facsimile
Email: (pfeaman@feamanlaw.com); (service@feamanlaw.com); (mkoskey@feamanlaw.com)
Counsel for Plaintiff

Mark R. Manceri, Esq.
Mark R. Manceri, P.A.
2929 East Commercial Blvd., Suite 702
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(954) 491-7099
Email: (mrmlaw@comcast.net); (mrmlaw1@gmail.com)
Counsel for Donald R. Tescher and Robert L. Spallina, as Co-Personal Representatives; Bernstein Family Realty, LLC

IN THE CIRCUIT COURT OF THE 15th JUDICIAL CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,

Plaintiff,

vs.

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN and as co-trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,

Defendants.
_____/

CASE NO: 50 2012 CA 013933 MB AA

DEFENDANTS', TED S. BERNSTEIN, LIC HOLDINGS, INC., AND ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, FIRST REQUEST FOR PRODUCTION OF DOCUMENTS TO PLAINTIFF, WILLIAM E. STANSBURY

Defendants, Ted S. Bernstein, LIC Holdings, Inc. and Arbitrage International Holdings, LLC (collectively "Defendants"), request Plaintiff, William E. Stansbury, to file a written response within 30 days of service, and to produce and permit Defendants to inspect and copy the documents listed on Exhibit "A" attached hereto at such place and time as may be agreed upon by counsel.

INSTRUCTIONS AND DEFINITIONS

A. The term "documents" as used in this request is defined as including, but not limited to, the original and any non-incidental copy (which is different from the original because of notations on such copy or otherwise) or draft of all correspondence, telegrams, telexes, teletype messages,

contracts, memoranda, pencil jottings, diary entries, desk calendar entries, reported recollections and other written form of notation of events or intentions, transcripts and recordings of conversations and telephone calls, books, records, photographs, reports, charts, ledgers, invoices, financial statements, purchase orders, receipts, canceled checks, data compilations and other documentary material not subject to attorney/client privilege, together with any attachments thereto, or enclosures therewith.

B. The following additional definitions apply:

1. "Plaintiff," "You," "Your" or "Stansbury" shall mean Plaintiff, William E. Stansbury, as well as his agents, servants, employees, representatives, accountants, experts, attorneys, and assigns, or other persons acting or purporting to act on his behalf.

2. "LIC" shall mean Defendant, LIC Holdings, Inc., and/or its subsidiaries, as well as its agents, servants, employees, representatives, accountants, experts, attorneys, and assigns, or other persons acting or purporting to act on its behalf.

3. "AIM" shall mean Defendant, Arbitrage International Management, LLC f/k/a Arbitrage International Holdings, LLC, and/or its subsidiaries, as well as its agents, servants, employees, representatives, accountants, experts, attorneys, and assigns, or other persons acting or purporting to act on its behalf.

C. This request for production calls for production of all responsive documents in the possession, custody or control of you, your agents, or representatives without regard to physical location of said documents.

D. All documents shall be originals unless otherwise indicated. If the "original" is a photocopy (or other copy), then the photocopy should be produced as the original.

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CERTIFICATE OF SERVICE

I CERTIFY that a copy of the foregoing has been furnished to the Service List set forth below by: ■ E-mail Electronic Transmission; ☐ Facsimile; ☐ U.S. Mail; ☐ Overnight Delivery; ☐ Hand-delivery, this_____ day of May, 2013.

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Email: phely@pm-law.com; mchandler@pm-law.com
Counsel for Ted S. Bernstein; LIC Holdings, Inc.; Arbitrage International Management, LLC; and Shirley Bernstein Trust

By: /s/ Alan B. Rose
Alan B. Rose (Florida Bar No. 961825)
Stefanie R. Shelley (Florida Bar No. 514446)
N. Patrick Hely (Florida Bar No. 0091466

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Email: (mrmlaw@comcast.net); (mrmlaw1@gmail.com)
Counsel for Donald R. Tescher and Robert L.
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or insured; and all documents which support any claim that Stansbury is entitled to such funds, including copies of any commission agreements or related documents.

IN THE CIRCUIT COURT OF THE 15th JUDICIAL CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,

Plaintiff,

vs.

CASE NO: 50 2012 CA 013933 MB AA

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN and as co-trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,

Defendants.
_____/

DEFENDANTS', TED S. BERNSTEIN, LIC HOLDINGS, INC., AND ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, FIRST REQUEST FOR PRODUCTION OF DOCUMENTS TO PLAINTIFF, WILLIAM E. STANSBURY

Defendants, Ted S. Bernstein, LIC Holdings, Inc. and Arbitrage International Holdings, LLC (collectively "Defendants"), request Plaintiff, William E. Stansbury, to file a written response within 30 days of service, and to produce and permit Defendants to inspect and copy the documents listed on Exhibit "A" attached hereto at such place and time as may be agreed upon by counsel.

INSTRUCTIONS AND DEFINITIONS

A. The term "documents" as used in this request is defined as including, but not limited to, the original and any non-incidental copy (which is different from the original because of notations on such copy or otherwise) or draft of all correspondence, telegrams, telexes, teletype messages,

contracts, memoranda, pencil jottings, diary entries, desk calendar entries, reported recollections and other written form of notation of events or intentions, transcripts and recordings of conversations and telephone calls, books, records, photographs, reports, charts, ledgers, invoices, financial statements, purchase orders, receipts, canceled checks, data compilations and other documentary material not subject to attorney/client privilege, together with any attachments thereto, or enclosures therewith.

B. The following additional definitions apply:

1. "Plaintiff," "You," "Your" or "Stansbury" shall mean Plaintiff, William E. Stansbury, as well as his agents, servants, employees, representatives, accountants, experts, attorneys, and assigns, or other persons acting or purporting to act on his behalf.

2. "LIC" shall mean Defendant, LIC Holdings, Inc., and/or its subsidiaries, as well as its agents, servants, employees, representatives, accountants, experts, attorneys, and assigns, or other persons acting or purporting to act on its behalf.

3. "AIM" shall mean Defendant, Arbitrage International Management, LLC f/k/a Arbitrage International Holdings, LLC, and/or its subsidiaries, as well as its agents, servants, employees, representatives, accountants, experts, attorneys, and assigns, or other persons acting or purporting to act on its behalf.

C. This request for production calls for production of all responsive documents in the possession, custody or control of you, your agents, or representatives without regard to physical location of said documents.

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By: /s/ Alan B. Rose
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Counsel for Plaintiff

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PETER M. FEAMAN, P.A.
Strategic Counselor. Proven Advocate.™

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June 3, 2013

Via hand delivery by courier

Honorable Glenn Kelley
Courtroom 11A
Palm Beach County Circuit Court
205 No. Dixie Highway
West Palm Beach, FL 33401

Re: Stansbury v. Bernstein et al
Materials for Special Set Hearing Monday, June 10, 2013
Case No: 50 2012 CA 013933 MB AA

Dear Judge Kelley:

Enclosed for your review are:

1. Plaintiff, William Stansbury's Responses to the Motions to Dismiss filed by Defendant, the Estate of Simon L. Bernstein and Defendant, Ted S. Bernstein;

2. The Motions to Dismiss;

3. Relevant case law cited in the Responses;

4. A courtesy copy of the Amended Complaint.

The Motions to Dismiss are set for hearing before Your Honor on **Monday, June 10, 2013** at **1:30 p.m.**

Thank you for your attention to this matter.

Respectfully,
PETER M. FEAMAN, P.A.

By: Peter M. Feaman

PMF/mk
Enclosure
cc: Mark Manceri, Esq.
Alan Rose, Esq.

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

CASE NO: **50 2012 CA 013933 MB AA**

WILLIAM E. STANSBURY,
Plaintiff,

v.

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN and as co-trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,
Defendants.
_____/

RESPONSE OF PLAINTIFF TO THE MOTION TO DISMISS FILED BY DEFENDANT TED S. BERNSTEIN

Plaintiff William E. Stansbury ("Plaintiff" or "Stansbury"), by and through his undersigned counsel, files this Response to the Motion to Dismiss as to Counts III, VII and VIII of the Amended Complaint filed by Defendant Ted S. Bernstein, as follows:

--- Count III - Breach of Fiduciary Duty ---

1. The breach of fiduciary duty claim is a direct action to redress an injury sustained specifically and uniquely by Plaintiff, individually. For this reason all grounds for dismissal asserted in the Motion to Dismiss as to Count III should be denied.

2. Generally, Bernstein is correct that a shareholder may not sue in his own name for injuries to a corporation unless there is a special duty between the wrongdoer and the shareholder and the shareholder has suffered an injury separate and apart from that suffered by other

shareholders. See, Braun v. Buyers Choice Mortgage Corp., 851 So. 2d 199, 203 (Fla. 4th DCA 2003). If a Plaintiff has been specifically harmed, he has a personal claim. Shareholders may bring a direct suit "in their own right to redress an injury sustained directly by them individually." Fort Pierce Corp. v. Ivey, 671 So. 2d 206, 207 (Fla. 4th DCA 1996).

3. There are two established exceptions to the rule that a shareholder cannot sue individually for injuries to a corporation:

A. Where there is a special duty, such as a contractual duty, between the wrongdoer and the shareholder; and,

B. Where the shareholder suffered an injury separate and distinct from that suffered by other shareholders. See, Harrington v. Batchelor, 781 So. 2d 1133, 1135 (Fla. 3d DCA 2001) (quoting William Meade Fletcher, Fletcher Cyclopedia of the Law of Private Corporations §5911, at 458 (2000)). The Court in Harrington cited the following from Fletcher:

> Where the wrongful acts are not only wrongs against the corporation but are also violations by the wrongdoer of a duty arising from contract or otherwise, and owing directly to the shareholders, individual shareholders can sue in their own right. Id. §5913, at 470 (footnote omitted)

4. In Fort Pierce Corp. v. Ivey, supra, the Fourth District Court of Appeal reversed the trial court, finding that the minority shareholder's action was personal, not derivative. She had showed that she personally was entitled to a thirty-three percent interest in the stock of the corporation, and the failure to issue the stock to her did not cause injury to the corporation or the stockholders. Ivey, 671 So. 2d at 207. As the Court stated:

> ... [The minority shareholder] was suing to enforce a right of action existing in her, and attempting to redress her own injury. She was the only person injured by the corporation's decision not to issue the stock. Such an action is personal and did not entitle her to fees under the statute.

5. In this case, the facts as alleged in the Amended Complaint as they relate to a cause of action for breach of fiduciary duty are sufficient to sustain an individual claim by Stansbury for damages. This Court is to look to the body of the Amended Complaint to determine whether sufficient facts have been alleged to sustain a cause of action for injuries that are personal and direct to the shareholder. See, Karten v. Woltin, 23 So.3d 839, 841(Fla. 4th DCA 2009). In his Amended Complaint, STANSBURY makes the following pertinent allegations:

(¶15) In 2006, Simon Bernstein and Ted Bernstein formed Defendants LIC Holdings and Arbitrage for the purpose of marketing and selling certain life insurance products to high net worth individuals for their wealth management and estate planning needs.

(¶16) Plaintiff agreed to become an employee of Defendants LIC Holdings, Inc. and Arbitrage and agreed to a salary of 15% of net commissions received on all products, including renewals.

(¶18) Also in 2006, Simon Bernstein told Plaintiff that he was being rewarded for his efforts and would receive a 10% ownership interest in LIC Holdings, Inc.

(¶19) In February of 2008 Simon Bernstein proposed to Plaintiff that, rather than get paid monthly on 15% of net commissions, Plaintiff, Ted Bernstein and Simon Bernstein would wait until year end when all computations for the entire year would be made and paid in December 2008 or January 2009. None of the three were to draw any salaries until year end 2008.

(¶20) At year end 2008, Plaintiff, Defendant Simon Bernstein, and Defendant Ted Bernstein were each to be paid a minimum salary of $1 million dollars. Plaintiff's

amount would be applied against Plaintiff's 15% earned commissions. Additionally, Simon Bernstein also represented to Plaintiff, in what can be described as a shareholder agreement, that: **"Any compensation to Stansbury over and above his 15% would be paid to him in accordance with his ownership interest of 10%."** (Emphasis supplied.)

(¶¶46, 47, 48) Simon and Ted Bernstein were, at all material times, majority shareholders and officers of LIC Holdings and Arbitrage. As majority shareholders and officers, Simon and Ted Bernstein owed Plaintiff, a minority shareholder, a fiduciary duty of good faith.

(¶¶49, 51, 54) Plaintiff placed his trust and confidence in Simon and Ted Bernstein that they would deal honestly with him, both as an employee and minority shareholder, and would not withhold information about amounts due him, and the Bernsteins accepted that trust.

(¶55) Simon and Ted Bernstein breached their fiduciary duty to Plaintiff by their repeated conduct of self-dealing.

6. The facts as alleged in the Amended Complaint show that Plaintiff has asserted a) a special duty owed by the Bernsteins as majority shareholders to Stansbury as an employee and minority shareholder; and b) that Stansbury has an individual claim that is unique and personal to him as an employee and minority shareholder pursuant to his compensation agreement.

7. The breach of fiduciary duty count in this case satisfies both exceptions because Simon and Ted Bernstein owed special contractual duties to Plaintiff pursuant to his employment agreement. Plaintiff's injuries were clearly distinct from any other shareholder. Simon and Ted conspired in the scheme to deprive Plaintiff of his compensation due him. Plaintiff, as the sole shareholder to whom a specific contractual duty was owed, can sue in his own right.

8. The damages to Plaintiff are unique and individual as no other shareholder suffered the injuries that Plaintiff has suffered. Other than Simon and Ted Bernstein, Plaintiff was the only shareholder with a compensation arrangement that paid both a salary based on a percentage of net commissions, plus a 10% distribution based on Plaintiff's performance and company revenues. (Simon Bernstein, Ted Bernstein and Plaintiff were the only shareholders with any kind of compensation arrangement with LIC Holdings. See, generally, ¶¶15, 16, 18, 19 and 20 of the Amended Complaint.) Simon and Ted Bernstein, as controlling shareholders, disregarded any shareholder compensation agreements and constrictions whatsoever, especially as they related to the Plaintiff, and instead freely looted the corporation at will for their own personal benefit and as a means to deprive Plaintiff of the compensation due him.

--- Counts VII and VIII – Equitable Lien and Constructive Trust ---

9. Ted Bernstein also moves to dismiss Count VII for an Equitable Lien and Count VII, for Constructive Trust. Both allege claims against specific property of Ted Bernstein. Defendant has offered no argument or legal authority for his claimed entitlement to dismissal.

10. Finally, Ted Bernstein claims that Plaintiff lacks standing to bring any derivative claim on behalf of LIC or Arbitrage because he ceded his 10% interest in LIC and thus was not a shareholder when suit was filed. Plaintiff's claims herein are individual and personal, not derivative, so this basis for dismissal does not apply.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court deny Defendant Ted Bernstein's Motion to Dismiss and order Defendant to file an Answer within 10 days of the date of the Order, together with any other relief this Court deems just and proper.

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that the above and foregoing has been forwarded via e-mail service at mrmlaw@comcast.net; and mrmlaw1@gmail.com to Mark R. Manceri, Esq., Mark R. Manceri, P.A., *Attorney for Donald Tescher and Robert Spallina as Co-Personal Representatives,* 2929 E. Commercial Blvd., Suite 702, Fort Lauderdale, FL 33308; at arose@pm-law.com and mchandler@pm-law.com to Alan Rose, Esq., PAGE, MRACHEK, *Attorneys for Defendants, Ted Bernstein, LIC Holdings, Inc. and Arbitrage International Management, LLC,* 505 So. Flagler Drive, Suite 600, West Palm Beach, FL 33401, on this 3rd day of June, 2013.

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CASE NO: **50 2012 CA 013933 MB AA**

v.

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN and as co-trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,
Defendants.
_____/

RESPONSE OF PLAINTIFF WILLIAM E. STANSBURY TO THE MOTION TO DISMISS FILED BY DEFENDANT, THE ESTATE OF SIMON BERNSTEIN

Plaintiff WILLIAM E. STANSBURY ("Plaintiff"), by and through his undersigned counsel, files this Response to the Motion to Dismiss filed by Defendant, the Estate of Simon Bernstein ("SIMON"), as follows:

Court III – Breach of Fiduciary Duty

1. The thrust of Bernstein's argument for dismissal of Count III is that the Amended Complaint should be dismissed for failure to comply with Fla. R. Civ. P. 1.130(a). This is based on SIMON's erroneous contention that, because Plaintiff has alleged that SIMON and Defendant Ted Bernstein, were "officers and majority shareholders" of Defendants LIC Holdings ("LIC") and Arbitrage International Management ("Arbitrage") Plaintiff fails to state a cause of action because he did not attach written proof of SIMON's ownership interest in LIC or Arbitrage. This argument is frivolous.

2. Rule 1.130(a) spcifically states:

Rule 1.130. Attaching Copy of Cause of Action and Exhibits

(a) Instruments Attached. All bonds, notes, bills of exchange, contracts, accounts or documents **upon which action may be brought or defense made**,....shall be incorporated in or attached to the pleadings. (Emphasis added.)

3. A plain reading of the Rule makes clear that incorporation or attachment of a document to a pleading is required only when a particular cause of action is based on a written document or instrument. This interpretation of the Rule is supported by the Fourth District in Samuels v. King Motor Company of Fort Lauderdale, 782 So.2d 489 (Fla. 4th DCA 2001), wherein the Court stated:

> Florida Rule of Civil Procedure 1.130(a) provides that all contracts or documents "upon which action may be brought...shall be incorporated in or attached to the pleading." When a party brings an action **based upon a contract** and fails to attach a necessary exhibit under Rule 1.130(a), the opposing party may attack the failure to attach a necessary exhibit through a motion to dismiss. See Safeco Ins. Co. v. Ware, 401 So.2d 1129, 1130 (Fla. 4th DCA 1981).

4. In this case, the claim is that SIMON breached his fiduciary duty to Plaintiff causing him harm is a cause of action based upon SIMON's conduct, not a written document or instrument. Establishing the ownership interest of SIMON will be Plaintiff's burden of proof at trial. This proof can be proffered in many forms and through various types of witnesses and documents. Hence, this is not a cause of action based on a particular, discrete, identifiable document or instrument, such as a contract, will, deed or promissory note. As such, Rule 1.130(a) does not apply.

Count V – Conversion

5. SIMON alleges that Plaintiff, in his Statement of Claim filed against the Estate of Simon Bernstein in the Probate Division of this Circuit Court (the "Estate"), incorporated by reference the initial Complaint filed in this action. In the initial Complaint, conversion was not

an alleged cause of action against the Estate. Rather, in the Amended Complaint a cause of action for conversion was substituted for Civil Theft. As a result, SIMON contends the Amended Complaint's "new" allegation of conversion fails to state a cause of action because under §733.703(1), Fla. Stat. (2012), "no additional charge may be imposed by a Claimant who files a claim against the estate."

6. SIMON's reliance on §733.703(1) is wholly misplaced. Under the Florida Probate Code, all that is required in the Probate Statement of Claim is "the basis for the claim." *See*, Fla. Prob. R. 5.490(a)(1)(2012). Moreover, the Probate rules strongly suggest that the intent behind the "basis for the claim" requirement is simply to adequately notify interested persons of the claim's substance. Fla. Prob. R. 5.490(e), relating to amending claims, states "**If a claim as filed is sufficient to notify interested persons of its substance** but is otherwise defective as to form, the court may permit the claim to be amended at any time." (Emphasis added.)

7. In this case, the initial Complaint contained the same basic allegations against SIMON in the Count entitled "Civil Theft," as are subsequently alleged in the Amended Complaint (see, Count V, Conversion). Paragraph 57 of the initial Complaint alleges that by refusing to pay to Plaintiff funds due him under their agreement, but by paying said sums to themselves or to others, "Defendants (SIMON included) have been guilty of criminal theft by conversion." Paragraph 67 of the Amended Complaint alleges that a number of the Defendants, SIMON included, "or someone acting on their behalves, received and cashed in excess of $30,000 worth of commission checks otherwise payable to Plaintiff."

8. The Amended Complaint supplies more factual clarity of the offending conduct by SIMON and other Defendants compared to the initial Complaint. The substance of Plaintiff's allegations against SIMON in both pleadings as they relate to conversion are the same: that

SIMON and/or other Defendants stole from Plaintiff funds that were rightfully his and that such conduct constitutes conversion. As such, SIMON was on sufficient notice of "the basis of the claim" to warrant denial of SIMON's attempt to dismiss this Count, whether the claim is alleged as a "Civil Theft" claim as found in the initial Complaint, or is alleged as a "Conversion" claim as found in the Amended Complaint.

Count VII – Equitable Lien
Count VIII – Constructive Trust

9. SIMON's Motion to Dismiss as to Counts VII and VIII is premised on the same argument as the attempt to dismiss Count V: that is, that Plaintiff is barred from alleging a "new" cause of action. The initial Complaint sought an equitable lien and constructive trust as to "bank" or other "accounts" in which commissions were deposited. Defendant argues that because the Amended Complaint now seeks an equitable lien and constructive trust on three specifically identified parcels of real estate not previously identified in the initial Complaint, these Counts as to SIMON should be dismissed. SIMON again relies on §733.703 (1), Fla. Stat. (2012).

10. SIMON's motion to dismiss as to these counts must fail for the same reason that its Motion to dismiss the conversion count must fail. Further, SIMON has no standing to object to the equitable lien and constructive trust counts because they relate to real property in which the Estate has no ownership interest.

11. As to the property known as 7020 Lions Head Lane, Boca Raton, Florida ("the St. Andrews Property"), on May 20, 2008, Shirley Bernstein and Simon Bernstein, as grantors, transferred title to the St. Andrews Property by quit claim deed to Shirley Bernstein as Trustee of the Shirley Bernstein Trust Agreement. As alleged in the Amended Complaint, the Shirley

Bernstein Trust Agreement is the current owner of the St. Andrews Property. (The Shirley Bernstein Trust is a party Defendant in this action.)

12. As to the property known as 2753 NW 34 Street, Boca Raton, Florida ("the Boca Madeira Property"), by Warranty Deed dated June 18, 2008, title to the Boca Madeira Property was transferred to Bernstein Family Realty, LLC. As alleged in the Amended Complaint, Bernstein Family Realty, LLC is the current owner of the Boca Madeira Property. (Bernstein Family Realty, LLC is a party Defendant in this action.)

13. As to the property known as 15807 Menton Bay Court, Delray Beach, Florida ("the Saturnia Isles Property"), as of July 10, 2006, the Saturnia Isles Property was owned by Ted S. Bernstein and Deborah L. Bernstein.

14. As a result of the property information set forth in paragraphs 11, 12 and 13, the Estate of Simon Bernstein is not the titled owner of the St. Andrews, Boca Madeira or Saturnia Isles Properties and hence has no standing to contest the imposition of an equitable lien or constructive trust on any of these properties. As such, SIMON's Motion to Dismiss should be denied.

The General Prayer for Attorney Fees and Costs Should be Stricken

15. SIMON is not entitled to attorney fees and costs as requested in the prayer for relief.

A) Section 733.106, which SIMON cites as authority, is part of the Probate Code (Chapter 733, *et seq.*) and does not apply in this case. Section 733.106(1) specifically states that "In all probate proceedings costs may be awarded as in chancery actions." This is not a probate proceeding. This is a civil action in which the Estate of Simon Bernstein has been substituted as a party defendant for acts committed by decedent Simon Bernstein prior to his death. On similar grounds subsections 733.106(2), (3) and (4) also do not apply. They either directly or by

implication pertain to cases litigated in the Probate Court. As such, the statutory provisions cited are inapplicable to this civil action in the general jurisdiction division of this Circuit Court.

B) Similarly, Section 733.609 is equally inapplicable. It applies to attorney fees that may be awardable in cases wherein breach of fiduciary duty may be alleged and proven against a personal representative. This statute is wholly irrelevant in this case.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court deny Defendant the Estate of Simon Bernstein's Motion to Dismiss and order the Estate to file an Answer within 10 days of the date of the Order.

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that the above and foregoing has been forwarded via e-mail service at mrmlaw@comcast.net; and mrmlaw1@gmail.com to Mark R. Manceri, Esq., Mark R. Manceri, P.A., *Attorney for Donald Tescher and Robert Spallina as Co-Personal Representatives of the Estate of Simon Bernstein* and *Bernstein Family Realty,* 2929 E. Commercial Blvd., Suite 702, Fort Lauderdale, FL 33308; at arose@pm-law.com and mchandler@pm-law.com to Alan Rose, Esq., PAGE, MRACHEK, *Attorneys for Defendants, Ted Bernstein, LIC Holdings, Inc, Arbitrage International Management, LLC and the Shirley Bernstein Trust,* 505 So. Flagler Drive, Suite 600, West Palm Beach, FL 33401, on this 3rd day of June, 2013.

PETER M. FEAMAN, P.A.
3615 W. Boynton Beach Blvd.
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By: _____
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Florida Bar No.: 0260347

PAGE MRACHEK
TRIAL LAWYERS

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June 3, 2013

The Hon. Glenn Kelley
Circuit Court Judge
205 North Dixie Highway
Room 11.1208
West Palm Beach, FL 33401

Re: *William E. Stansbury v. Ted S. Bernstein, Donald Tescher and Robert Spallina, as co-personal representatives of the Estate of Simon L. Bernstein, etc., et al.*
Case No. 502012CA013933XXXXMBAA

Dear Judge Kelley:

Enclosed please find a hearing binder containing Defendant's, Ted S. Bernstein, materials in support of Motion to Dismiss Counts II, VII, and VII of the Amended Complaint including highlighted case law. This matter is scheduled before this Court for a **special set, 30-minute, hearing at 1:30 p.m. on June 10, 2013.**

We appreciate Your Honor's time and attention to this matter.

Respectfully submitted,

Alan B. Rose

ABR/bl
Enclosure
cc: Peter M. Feaman, Esq., w/enclosure, via e-mail
Mark R. Manceri, Esq., w/enclosure, via e-mail

IN THE CIRCUIT COURT OF THE 15th JUDICIAL CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,

Plaintiff,

vs.

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN and as co-trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,

Defendants.
_____/

CASE NO: 50 2012 CA 013933 MB AA

MATERIALS SUBMITTED ON BEHALF OF DEFENDANT, TED S. BERNSTEIN, IN SUPPORT OF MOTION TO DISMISS COUNTS III, VII, AND VIII

Monday, June 10, 2013 at 1:30 p.m.

Submitted by:
Alan B. Rose, Esq. - Fla. Bar No.: 961825
PAGE, MRACHEK, FITZGERALD, ROSE, KONOPKA & DOW, P.A.
505 South Flagler Drive, Suite 600
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e-mail: arose@pm-law.com
Counsel for Defendant, Ted S. Bernstein

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MOTION PAPERS

1. Order Setting Hearing

2. Amended Complaint

3. Defendant's, Ted Bernstein, Motion to Dismiss Counts III, VII, and VIII

4. Defendants', Tescher and Spallina, as Co-Personal Representatives of the Estate of Simon L. Bernstein, Motion to Dismiss Counts III, V, VII and VIII of the Amended Complaint

HIGHLIGHTED AUTHORITY

5. *Department of Ins. v. Coopers & Lybrand*, 570 So. 2d 369 (Fla. 3d DCA 1990)

6. *Karnegis v. Lazzo*, 243 So. 2d 642 (Fla. 3d DCA 1971)

7. Fla. R. Civ. P. 1.110(g)

8. § 607.07401, Fla. Stat.

9. *Timko v. Triarsi*, 898 So. 2d 89, 91 (Fla. 5th DCA 2005)

10. *Alario v. Miller*, 354 So. 2d 925, 926 (Fla. 2d DCA 1978)

11. *Kloha v. Duda*, 246 F. Supp. 2d 1237, 1242 (M.D. Fla. 2003)

12. *Empire Life Ins. Co. of Am. v. Valdak Corp.*, 468 F.2d 330, 335 (5th Cir. 1972)

TAB # 1

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,
Plaintiff,

CASE NO: **50 2012 CA 013933 MB AA**

v.

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN and as co-trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,
Defendants.
_____/

ORDER SETTING HEARING

The following matter has been specially set for hearing before Judge Glenn D. Kelley in Courtroom 11A of the Palm Beach County Courthouse, 205 North Dixie Highway, West Palm Beach, FL 33401.

DATE: **June 10, 2013**

TIME: **1:30 p.m. (time allotted: 30 minutes)**

MATTERS: **Defendants' (co-personal representatives of the Estate of Simon Bernstein) Motion to Dismiss; and**

Defendant's (Ted Bernstein) Motion to Dismiss

NOTE: THIS HEARING IS SPECIALLY SET BY COURT ORDER AND CANNOT BE CANCELLED OR RESET EXCEPT BY COURT ORDER. ALL MEMORANDA MUST BE SUBMITTED TO JUDGE'S CHAMBERS NO LATER THAN FIVE (5) DAYS PRIOR TO HEARING.

DONE and ORDERED in Chambers, West Palm Beach, Palm Beach County, Florida this 16th day of May, 2013.

Honorable Glenn Kelley
Circuit Judge

Copies to:
Alan Rose, Esq., Page Mrachek, 505 So. Flagler Drive, Suite 600, West Palm Beach, FL 33401; e-mail: arose@pm-law.com;
Mark R. Manceri, Exq., Mark R. Manceri, P.A., 2929 E. Commercial Blvd., suite 702, Fort Lauderdale, FL 33308; e-mail: mrmlaw@comcast.net
Peter M. Feaman, Esq., Peter M. Feaman, P.A., 3615 W. Boynton Beach Blvd., Boynton Beach, FL; e-mail: pfeaman@feamanlaw.com

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Germaine English, Americans with Disabilities Act Coordinator, Palm Beach County Courthouse, 205 North Dixie Highway West Palm Beach, Florida 33401; telephone number (561) 355 4380 at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711."

"Si usted es una persona minusválida que necesita algún acomodamiento para poder participar en este procedimiento, usted tiene derecho, sin tener gastos propios, a que se le provea cierta ayuda. Tenga la amabilidad de ponerse en contacto con Germaine English, 205 N. Dixie Highway, West Palm Beach, Florida 33401; teléfono número (561) 355-4380, por lo menos 7 días antes de la cita fijada para su comparecencia en los tribunales, o inmediatamente después de recibir esta notificación si el tiempo antes de la comparecencia que se ha programado es menos de 7 días; si usted tiene discapacitación del oído o de la voz, llame al 711."

"Si ou se yon moun ki enfim ki bezwen akomodasyon pou w ka patisipe nan pwosedi sa, ou kalifye san ou pa gen okenn lajan pou w peye, gen pwovizyon pou jwen kèk èd. Tanpri kontakte Germaine English, kòòdonatè pwogram Lwa pou ameriken ki Enfim yo nan Tribinal Konte Palm Beach la ki nan 205 North Dixie Highway, West Palm Beach, Florida 33401; telefòn li se (561) 355 4380 nan 7 jou anvan dat ou gen randevou pou parèt nan tribinal la, oubyen imedyatman apre ou fin resevwa konvokasyon an si lè ou gen pou w parèt nan tribinal la mwens ke 7 jou; si ou gen pwoblèm pou w tande oubyen pale, rele 711."

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: STANDING ORDER ON SPECIALLY SET MOTIONS

CIVIL DIVISION "AA"

_____/

This motion has been specially set by Court Order and cannot be canceled except by further Court Order.

It is the intent of this Court to dispose of the subject matter of the specially set motion on the date and time appearing on the order. Accordingly, counsel must either: (1) argue the motion on the date and time set for the hearing; (2) submit an agreed order disposing of the motion; or (3) show good cause why the hearing should be canceled. Any request to cancel a hearing for good cause shall be made by motion and shall be set for hearing on the Court's Uniform Motion Calendar.

All memoranda and/or case authority shall be delivered to my office and to all parties no later than five business days in advance of the hearing and no sooner than ten days prior to the hearing and should designate the date and time of the hearing which they reference.

DONE AND ORDERED in West Palm Beach, Palm Beach County, Florida this 4th day of September, 2012.

JUDGE GLENN D. KELLEY
CIRCUIT COURT JUDGE

TAB # 2

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,
Plaintiff,

CASE NO: **50 2012 CA 013933 MB AA**

v.

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN and as co-trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,
Defendants.
_____/

AMENDED COMPLAINT

WILLIAM E. STANSBURY, by and through undersigned counsel, sues the Defendants and states:

1. This is an action for money damages in excess of $15,000, and for equitable relief.

2. Plaintiff (hereinafter referred to as "STANSBURY") is *sui juris*, and a resident of Palm Beach County, Florida.

3. Defendant TED S. BERNSTEIN ("TED BERNSTEIN"), is *sui juris*, and a resident of Palm Beach County, Florida.

4. SIMON L. BERNSTEIN ("SIMON BERNSTEIN") died on or about September 13, 2012, after the filing of the initial Complaint in this action. At the time of his death, SIMON BERNSTEIN was *sui juris*, and was a resident of Palm Beach County, Florida. Defendants

Donald R. Tescher and Robert L. Spallina are serving as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN (the "ESTATE")which ESTATE is presently open and pending in the Palm Beach County Circuit Court, *In re: Estate of Simon L. Bernstein*, Case No. 502012CP004391XXXXSB (the "Estate Proceeding"). In accordance with Section 733.705, Florida Statutes, STANSBURY hereby brings this independent action against the ESTATE with respect to his Statement of Claim that was filed and objected to in the Estate Proceeding.

5. Defendant, LIC HOLDINGS, INC. ("LIC Holdings") is a Florida corporation with its principal place of business in Palm Beach County, Florida.

6. Defendant, ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, formerly known as ARBITRAGE INTERNATIONAL HOLDINGS, LLC, ("ARBITRAGE") is a Florida limited liability company with its principal place of business in Palm Beach County, Florida.

7. Defendant, BERNSTEIN FAMILY REALTY, LLC is a Florida limited liability company doing business in Palm Beach County.

8. Defendant, the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008 ("SHIRLEY'S TRUST"), owns real property in Palm Beach County, Florida. Based upon information and belief, Donald R. Tescher and Robert L. Spallina are serving as co-trustees of SHIRLEY'S TRUST. This Court has personal jurisdiction over the trustees and the beneficiaries of SHIRLEY'S TRUST under Section 736.0202, Florida Statutes, as the principal place of administration of SHIRLEY'S TRUST is in Palm Beach County, Florida. This court has subject matter jurisdiction over this action under Section 736.0203, Florida Statutes. Venue is proper in Palm Beach County, Florida, under Section 736.0204, Florida Statutes, as the principal place of administration of SHIRLEY'S TRUST is in Palm Beach County, Florida and one or more of the beneficiaries of SHIRLEY'S TRUST reside in Palm Beach County, Florida.

9. The acts and incidents giving rise to the causes of action alleged herein arose in Palm Beach County, Florida.

Background

10. STANSBURY has worked in the insurance industry for virtually all of his adult life. After 30 years, he had become well-known and highly regarded by major insurance companies, their principals and others throughout the insurance industry, at all levels thereof, as well as by professionals, including attorneys, CPA's, financial advisors, wealth managers and others who were involved in serving, or otherwise dealing with insurers, insurance brokers and life insurance products.

11. SIMON BERNSTEIN dealt at sophisticated levels of the insurance industry and specialized in developing and marketing insurance concepts suitable for persons of high net worth to incorporate into their wealth management and estate planning.

12. TED BERNSTEIN, the son of SIMON BERNSTEIN, was also actively involved in selling life insurance products in conjunction with attorneys, CPAs and other professionals, to be incorporated into high net worth individuals' financial and estate planning.

13. TED BERNSTEIN approached STANSBURY, urging STANSBURY to spearhead the marketing of a unique insurance concept, newly developed by a prominent law firm, which was designed for use in the financial and estate planning of high net worth individuals.

14. TED BERNSTEIN told STANSBURY that he knew of STANSBURY's expertise and reputation in the insurance and related industries, and that STANSBURY was skilled at and accustomed to speaking and marketing insurance products to groups of professionals. He realized that STANSBURY, because of his knowledge, reputation and abilities, would be well suited to market this concept nationwide through prominent and experienced professionals.

15. In 2006, SIMON BERNSTEIN and TED BERNSTEIN (collectively, "BERNSTEIN" or the "BERNSTEINS") formed Defendants LIC Holdings and ARBITRAGE for the purpose of marketing and selling certain life insurance products to high net worth individuals for their wealth management and estate planning needs.

16. STANSBURY agreed to become an employee of LIC Holdings, Inc. and ARBITRAGE and agreed to a salary of 15% of net commissions received on all products, including renewals.

17. STANSBURY worked with diligence and skill, traveling throughout the United States, generating ever-increasing sales and generating very large commissions. By 2006, nationwide sales were resulting in substantial commissions on new policies and renewal commissions.

18. Also in 2006, SIMON BERNSTEIN told STANSBURY that STANSBURY was being rewarded for his efforts and the explosive growth of the business, such that he would receive a 10% ownership interest in LIC Holdings, Inc.

19. In February of 2008, SIMON BERNSTEIN approached STANSBURY with the suggestion that rather than STANSBURY performing computations on a monthly basis as to how much should be paid to him based upon 15% of the commissions derived from policies sold by STANSBURY, the BERNSTEINS and STANSBURY should forego monthly payouts and defer compensation until the end of 2008, when year-end computations could be made. It was suggested that in December, year-end computations would be made and salaries would be paid in December 2008 or January of 2009. It was specifically represented to STANSBURY that neither SIMON BERNSTEIN, TED BERNSTEIN nor STANSBURY would take any compensation until the year-end accounting was performed in December of 2008 or January, 2009.

20. STANSBURY relied on SIMON BERNSTEIN's representations that, among other things, his time would be better spent building the business rather than performing monthly calculations of income. STANSBURY relied on SIMON BERNSTEIN's representation that they would all be paid identical annual salaries of not less than $1,000,000 at the end of 2008 to be applied against STANBURY's 15%. Any compensation to STANSBURY over and above his 15% would be paid to him in accordance with his ownership percentage of 10%.

21. STANSBURY, having no reason to believe that the representations by SIMON BERNSTEIN were false and only a ruse to keep him from inquiring as to corporate revenue and distributions, acceded to his being relieved of the bookkeeping duties regarding calculating the disposition of monies on a monthly basis throughout the year.

22. In 2008, STANSBURY received only $420,018.00, all from commissions earned for sales in 2007 but paid in the January of 2008. STANSBURY received no payments for commissions received after January, 2008.

23. Unbeknownst to STANSBURY at that time, SIMON BERNSTEIN was paid $3,756,229.00 and TED BERNSTEIN was paid $5,225,825.00 in 2008.

24. The net retained commissions by LIC Holdings and ARBITRAGE, not including renewals for 2008 were approximately $13,442,549.00. As such, STANSBURY was entitled to, at the very minimum, 15% of $13,442,549.00, or $2,016,382.35.

25. Since that time, SIMON BERNSTEIN and TED BERNSTEIN have secreted commissions received by LIC Holdings and ARBITRAGE into Bernstein family trusts and other entities as more specifically set forth below. Those trusts have since invested in real estate, also as more particularly set forth below.

26. Throughout 2009, SIMON BERNSTEIN and TED BERNSTEIN continued to make false statements to STANSBURY to hide the fact that they had looted the corporations for their

own personal benefit by withdrawing millions in 2008 and 2009, all to the financial detriment of STANSBURY. The BERNSTEINS represented that the money was not being paid as salary or distributions because the funds needed to be held in the corporate bank accounts to show to potential lenders the financial stability of the company.

27. STANSBURY relied upon these continuing representations of Defendants to his detriment. Because STANSBURY was told that potential funding sources for the business needed to see that capital of the company was available, he took no action when he did not receive any compensation for 2009 and paid only $30,000 in 2010.

28. STANSBURY believes that some or all of the funds to which he was entitled and/or assets attributable to such funds were placed into certain entities, including but not limited to BERNSTEIN FAMILY REALTY, LLC and SHIRLEY'S TRUST. For example, based on information and belief, some or all of the funds to which STANSBURY was entitled were invested in certain parcels of real property, which parcels were conveyed to the trustee of SHIRLEY'S TRUST on or about May 20, 2008, including but not limited to a 4,220 square foot oceanfront condominium unit in a complex known as "The ARAGON" in Boca Raton, located at 2494 So. Ocean Boulevard, Boca Raton, Florida and a mansion in St. Andrew's Country Club located at 7020 Lions Head Lane, Boca Raton, Florida.

29. In order to continue their scheme to defraud, SIMON BERNSTEIN and TED BERNSTEIN failed and refused to account for renewal commissions and failed to supply any financial information to STANSBURY concerning LIC Holdings, Inc. or ARBITRAGE INTERNATIONAL MANAGEMENT, LLC.

30. In furtherance of their scheme to deprive STANSBURY of salary he had earned and shareholder distributions to which he was entitled, SIMON BERNSTEIN and TED BERNSTEIN intercepted mail addressed to STANSBURY, removing commission checks representing

commissions due to STANSBURY, deposited the funds into their own accounts and otherwise converted the funds. SIMON BERNSTEIN and TED BERNSTEIN also opened STANSBURY's mail containing checks payable to him which were unrelated to them and the businesses.

31. In 2011, the Defendants BERNSTEIN decided to deceive STANSBURY further. STANSBURY had for years been given K-1 statements reflecting his 10% ownership of LIC Holdings. At the end of 2011, TED BERNSTEIN told STANSBURY that the company accountant had discovered a taxable event which could cause STANSBURY, as an owner of LIC Holdings to pay taxes on phantom income. TED BERNSTEIN promised that if STANSBURY would sign a paper ceding his 10% interest in LIC Holdings, he would not have to pay the tax. TED BERNSTEIN promised he would hold the paper, promising it would not become operative until STANSBURY and the Defendants BERNSTEIN discussed the situation further in the first quarter of 2012.

32. Because of the misrepresentations, willful concealments of material facts, duplicity and deceit practiced by Defendants upon STANSBURY, STANSBURY reasonably believed that Defendants had complied, or intended to comply with their obligations to STANSBURY under the contract between them. STANSBURY, therefore, was prevented from knowing for a period of years that the causes of action ASSERTED HEREIN existed.

33. By the second quarter of 2012, STANSBURY developed the belief that the BERNSTEINS' representations over the years were wholly false and he sought legal counsel.

34. STANSBURY has retained the law firm of Peter M. Feaman, P.A. and has agreed to pay it a reasonable fee for its services rendered herein.

COUNT I - ACCOUNTING
(Against LIC Holdings and ARBITRAGE, for Accounting)

35. STANSBURY hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 34, inclusive.

36. The relationship between STANSBURY and the Defendants, particularly as affected by Defendants' acts described in preceding paragraphs 19 through 27 created a situation where Defendants had sole access to receipts generated by STANSBURY's efforts, and to books and records reflecting said receipts and the other information from which can be calculated all moneys due to STANSBURY under his arrangement with Defendants.

37. The period of time during which STANSBURY has been deprived of monies due him spans approximately four and a half years. The various sources of revenue to Defendants of monies from which the amounts due STANSBURY may be calculated, the manner in which STANSBURY was to be paid, and the amount due STANSBURY all involve extensive and complicated accounts, and STANSBURY's remedy at law cannot be as full, adequate and expeditious as it is in equity.

WHEREFORE, Plaintiff STANSBURY prays for an adjudication of Plaintiff's right to a full and complete accounting from Defendants, LIC Holdings and ARBITRAGE, and for such orders of Court as will require such Defendants to provide STANSBURY with all records and copies of documents from January 1, 2006 to the present, in order to reveal his right to, and the amount of all sums: (a) received as commissions to which STANSBURY was entitled to a share; (b) due to STANSBURY, whether paid or not; (c) paid to STANSBURY, whether for commissions, salary, distributions, expenses or any other reason; (d) paid to each of the BERNSTEIN Defendants out of monies received as commissions; (e) deposits of any and all moneys received as commissions by any Defendants to any accounts, including the name of the

entity whose account was involved, the number(s) of each such account; the address of the branch or other facility through which any Defendant dealt with such entity; (f) calculations as to moneys paid , to be paid, or not to be paid to STANSBURY, together with an award of court costs and such other and further relief as the Court may deem just and proper.

II. BREACH OF ORAL CONTRACT
(Against LIC Holdings, Inc. and Arbitrage International Management, LLC)

38. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 34, inclusive.

39. The arrangement between STANSBURY and Defendants as described in paragraphs 16 and 24 above, constituted a contract between them.

40. An express term of that contract involved the commitment of LIC Holdings and ARBITRAGE to calculate and to pay to STANSBURY all sums due to him under the contract, whether as commissions, salary, distributions, expenses or any other reason.

41. The Defendants initially performed the duties required of them under said contract.

42. However, Defendants breached their contract with STANSBURY by withholding from STANSBURY monies due him under the contract.

43. The withholding of such monies constitutes a material breach of the contract between STANSBURY and LIC Holdings and ARBITRAGE.

44. There is due to STANSBURY from such Defendants all amounts due under said contract, together with prejudgment and post-judgment interest on said amounts.

WHEREFORE, Plaintiff prays for judgment against Defendants, LIC Holdings, Inc. and ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, jointly and severally, in excess of $1,500,000.00 for the amounts due to Plaintiff under the terms of their contract, together with

prejudgment and post-judgment interest, court costs and such other relief as the Court may deem just and proper.

III. BREACH OF FIDUCIARY DUTY
(Against SIMON BERNSTEIN and TED BERNSTEIN ["BERNSTEINS"])

45. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 34, inclusive.

46. At all material times hereto, SIMON BERNSTEIN and TED BERNSTEIN were officers and majority shareholders of LIC Holdings and ARBITRAGE.

47. As shareholders and officers of LIC Holdings and ARBITRAGE, SIMON BERNSTEIN and TED BERNSTEIN did have and have a fiduciary duty to STANSBURY to act in good faith towards STANSBURY and to act in the best interests of LIC Holdings and ARBITRAGE.

48. At all material times hereto, STANSBURY was and is a shareholder of LIC Holdings.

49. STANSBURY reposed trust and confidence in SIMON BERNSTEIN and TED BERNSTEIN as a result of their position as majority shareholders and officers of LIC Holdings and ARBITRAGE.

50. Further, SIMON BERNSTEIN and TED BERNSTEIN held positions of advantage and control over STANSBURY, not only by virtue of their majority shareholder status, but by having access to the accounting books and records of LIC Holdings and ARBITRAGE, to the exclusion of STANSBURY.

51. STANSBURY reasonably believed that the BERNSTEIN Defendants would deal with STANSBURY honestly and fairly and believed that such Defendants had no intention of

hiding from STANSBURY any information as to the amounts due STANSBURY or payment of the money due to STANSBURY.

52. Moreover, when Defendants proposed to STANSBURY that STANSBURY cease being the one to calculate monies due from the commissions received, STANSBURY trusted the BERNSTEINS to make proper, accurate and complete calculations just as STANSBURY had done and to pay STANSBURY accordingly. As majority shareholders and directors of LIC Holdings and ARBITRAGE, the BERNSTEINS were in a superior position of knowledge and control concerning the finances and affairs of those companies.

53. As a result of the foregoing, a fiduciary relationship existed between the BERNSTEINS and STANSBURY and there existed in STANSBURY complete trust in the BERNSTEIN Defendants.

54. The BERNSTEIN Defendants accepted the trust which STANSBURY reasonably placed in them.

55. The BERNSTEIN Defendants breached their fiduciary duty to STANSBURY by repeated conduct of self-dealing and violations of corporate protocol, including:

a) directing LIC Holdings and ARBITRAGE to make payments to third parties not employed by the corporations and who had performed no services on behalf of the corporations for the personal benefit of the BERNSTEINS;

b) directing the corporations to pay for personal expenses of the wives and other friends of the BERNSTEIN Defendants through corporate credit cards and other forms of payment, notwithstanding that they provided no services for the corporations;

c) transferring monies from LIC Holdings and ARBITRAGE to third party entities including the BERNSTEIN Defendants, the BERNSTEIN FAMILY REALTY, LLC and the

SHIRLEY BERNSTEIN TRUST AGREEMENT for the benefit of the BERNSTEINS, personally;

d) paying themselves exorbitant compensation to the exclusion of STANSBURY;

e) treating LIC Holdings and ARBITRAGE as alter egos of themselves and otherwise handling the affairs of LIC Holdings and ARBITRAGE without regard to corporate protocol;

f) failing to convene annual meetings of the stockholders of LIC Holdings and ARBITRAGE, in violation of Florida law;

g) committing corporate waste by unnecessarily expending corporate assets on unrelated corporate activities;

h) failing to account for the revenue and expenses of LIC Holdings and ARBITRAGE to STANSBURY, who was entitled to compensation as an employee and as a minority shareholder;

i) directing LIC Holdings and ARBITRAGE to take actions to reduce the profit of LIC Holdings and ARBITRAGE so as to prevent STANSBURY from earning his just compensation, in violation of prior agreement of the parties.

56. SIMON BERNSTEIN further breached his fiduciary duty owed to STANSBURY as a minority shareholder by neglecting to perform his duties as an officer and director in a prudent and reasonable fashion.

57. Through Defendants BERNSTEINS' willful misrepresentations and withholding of material information as to their intentions and the purposes for which STANSBURY's payments were not being paid, and through their diversion from STANSBURY of amounts which should have been paid to him, such Defendants abused and betrayed STANSBURY's trust and confidence in them to STANSBURY's great detriment. STANSBURY has been deprived of the amounts due him, the precise amount of which cannot be calculated without access to Defendants' books and records and a full accounting by them.

58. The monetary damages suffered by STANSBURY as a result of the foregoing conduct was suffered by STANSBURY individually and not to the corporation LIC Holdings as a whole, because the conduct as described above prevented STANSBURY from obtaining the benefits of the bargain of his oral agreement with the corporations as more particularly described in Count II above.

59. The foregoing conduct by the BERNSTEINS was done with gross and intentional disregard of the rights of STANSBURY as an employee and minority shareholder of LIC Holdings.

WHEREFORE, Plaintiff prays for judgment against Defendants, SIMON BERNSTEIN and TED BERNSTEIN, jointly and severally, for damages in excess of $1,500,000.00 together with prejudgment and post-judgment interest, court costs and such other relief as the Court may deem just and proper. STANSBURY reserves the right to move to amend to request punitive damages in accordance with Florida Law.

IV. CIVIL THEFT
(Against ARBITRAGE INTERNATIONAL MARKETING, LLC)

60. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 34, inclusive.

61. This is an action for Civil Theft under Chapter 772, Florida Statutes, more specifically §772.11, Fla.Stat.

62. In February, 2012 and March, 2012, Defendant ARBITRAGE intercepted two separate checks made payable to William STANSBURY intended as payment to STANSBURY for matters arising wholly outside his business transactions with the BERNSTEINS, LIC Holdings and ARBITRAGE.

63. Notwithstanding that the checks made payable to William STANSBURY was for sums due STANSBURY by a third party not in connection with the aforesaid business transactions, ARBITRAGE and/or someone acting on its behalf, caused the negotiation of STANSBURY's checks, wrongfully endorsing the checks and retaining the sums that should have been payable to STANSBURY.

64. As a result of the foregoing, Defendant ARBITRAGE has been guilty of criminal theft by conversion with the criminal intent to steal his money and deprive STANSBURY of his possession and use thereof.

65. Written demand for payment of all amounts due STANSBURY has been made to Defendants, more than 30 days preceding the filing of this Complaint, to no avail. A copy of the demand letter is attached hereto as Exhibit "A."

WHEREFORE, Plaintiff prays for judgment against Defendant, ARBITRAGE for three times the full amount of the check made payable to STANSBURY, together with pre-judgment interest and post-judgment interest, attorneys' fees, court costs and any other relief this Court deems just and proper.

V. CONVERSION

66. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 60 through 65, inclusive.

67. Further, during 2012, Defendants TED BERNSTEIN, SIMON BERNSTEIN, LIC Holdings, Inc., ARBITRAGE, or someone acting on their behalves, received and cashed in excess of $30,000.00 worth of commissions checks otherwise payable to Plaintiff.

WHEREFORE, Plaintiff prays for judgment for damages against Defendant, ABRITRAGE, SIMON BERNSTEIN, LIC Holdings, Inc. and TED BERNSTEIN, together with

pre-judgment interest and post-judgment interest, court costs and any other relief this Court deems just and proper.

VI. FRAUD IN THE INDUCEMENT
(Against Ted Bernstein and LIC Holdings, Inc.)

68. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 34, inclusive.

69. In the fourth quarter of 2011, TED BERNSTEIN embarked upon a plan to defraud from STANSBURY his 10% ownership interest in LIC Holdings, Inc. As set forth in paragraph 31 above Defendant TED BERNSTEIN fraudulently induced STANSBURY to sign a document giving up his 10% interest in and to LIC Holdings, Inc.

70. The ceding of his shares in LIC Holdings, Inc. was procured by fraud and STANSBURY relied upon the representations made by BERNSTEIN with regard to signing the document apparently ceding his stock.

71. It was reasonable for STANSBURY to rely on the representations made by BERNSTEIN because at that time STANSBURY was unaware of the breaches of fiduciary duty and breaches of the oral contract that had taken place.

72. As a result of STANSBURY's reliance, STANSBURY has been damaged by the loss of 10% of the shares of LIC Holdings and the rights and remedies to a shareholder related thereto.

WHEREFORE, Plaintiff prays for a judgment for damages against Defendants BERNSTEIN and LIC Holdings, Inc. for the damages caused by the fraudulent conduct of BERNSTEIN as described herein, together with reasonable costs, pre-judgment interest and any other relief this Court deems just and proper.

VII. EQUITABLE LIEN

73. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, paragraphs 1 through 34, above.

74. Defendants, SIMON BERNSTEIN and/or TED BERNSTEIN wrongfully diverted funds from LIC Holdings and ARBITRAGE that rightfully should have been paid to STANSBURY pursuant to their oral agreement.

75. Upon information and belief, SIMON BERNSTEIN and/or TED BERNSTEIN, or both, wrongfully diverted funds from LIC Holdings and/or ARBITRAGE and acquired and/or maintained or improved property located at 7020 Lion's Head Lane, Boca Raton, Florida, legally described as

> Lot 781, St. Andrews Country Club (a PUD) Plat No. 14 according to the plat thereof recorded in Plat Book 57, Page 132 of the public records of Palm Beach County, Florida.

76. Further, upon information and belief, as a result of the funds being wrongfully diverted from LIC Holdings and/or ARBITRAGE, which otherwise rightfully belonged to and should have been paid to STANSBURY, the property legally described as

> Lot 68, Block G Boca Madeira, Unit 2 according to the plat thereof recorded in Plat Book 32, Pages 59 and 60 of the public records of Palm Beach County, Florida, with a property address of 2753 NW 34 Street, Boca Raton, Florida,

was encumbered with a mortgage representing wrongfully diverted funds which were loaned in the form of a second mortgage to Defendant, BERNSTEIN FAMILY REALTY, LLC, a Florida limited liability company.

77. Upon information and belief, as a result of the funds being wrongfully diverted from LIC Holdings and/or ARBITRAGE which otherwise should have been paid to STANSBURY, such funds were used to satisfy a mortgage for the benefit of TED BERNSTEIN on property legally described as

Lot 139, Saturnia Isles, Plat One, recorded in Plat Book 91 at Page 108 of the property records of Palm Beach County, Florida, with a property address of 15807 Menton Bay Court, Delray Beach, Florida

WHEREFORE, Plaintiff prays for the Court to declare and establish an equitable lien in favor of Plaintiff in an amount equal to the funds wrongfully diverted, on the property described herein, and on all other assets of Defendants or third parties as yet unknown, which assets have been purchased wholly or in part, improved or benefitted by the diverted funds due Plaintiff, together with court costs and such other and further relief as this Court may deem just and proper.

VIII. CONSTRUCTIVE TRUST

78. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 73 through 77 above.

WHEREFORE, Plaintiff prays for the Court to declare and establish a constructive trust in favor of Plaintiff on the property described in paragraphs 75 through 77 in an amount equal to the funds wrongfully diverted and on all assets of Defendants or third parties as yet unknown, which assets have been purchased wholly or partly, improved or mortgaged by the diversion of said funds due Plaintiff. Plaintiff further prays for an award of court costs and such other and further relief as the Court may deem just and proper.

IX. VIOLATION OF FLA. STAT. 607.1602
(As to Defendant, LIC Holdings, Inc.)

79. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, paragraphs 1 through 34, above.

80. STANSBURY owns 10% of the issued and outstanding shares of LIC Holdings and has owned these shares since 2006.

81. Pursuant to §607.1602 Fla. Stat. (2012), STANSBURY made demand on LIC Holdings to inspect and copy certain records. A copy of the Demand is attached hereto as Exhibit "A." LIC Holdings refused to respond to the request in direct violation of 607.1602 Fla. Stat. (2012).

82. Section 607.1604(2) Fla. Stat. (2012) states:

> If a corporation does not, within a reasonable time, allow a shareholder to inspect and copy any other record, the shareholder who complies with §607.1602(2) and (3) may apply to the Circuit Court in the county where the corporation's principal office is located for an order to permit inspection and copying of the records demanded.

83. Section 607.1604 Fla. Stat. (2012) requires that the court dispose of an application brought under this section "on an expedited basis."

84. Pursuant to §607.1604(2) Fla. Stat. (2012), Plaintiff requests that this court summarily order inspection and copying of the record previously demanded at the corporation's expense.

85. Pursuant to §607.1604(3) Fla. Stat. (2012), STANSBURY is entitled to an award of his costs including reasonable attorneys' fees incurred in order to obtain the order and enforce his rights unless the corporation or its officers, director or agent proves that the refusal of the inspection is made in good faith because the corporation had a reasonable basis for doubt about the right of the shareholder to inspect or copy the records demanded.

WHEREFORE, Plaintiff, WILLIAM E. STANSBURY requests this Honorable Court to summarily order inspection and copying of the records of LIC Holdings, Inc. previously demanded, at the corporation's expense, together with an award of reasonable costs and attorneys' fees incurred herein.

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that the above and foregoing has been forwarded via e-mail at swergoldj@gtlaw.com; ciaffik@gtlaw.com; steffesj@gtlaw.com; and FLService@gtlaw.com to Jon Swergold, Esq., Greenberg Traurig, P.A., 401 East Las Olas Blvd., Suite 2000, Fort Lauderdale, FL 33301 this 12th day of FEBRUARY, 2013.

PETER M. FEAMAN, P.A.
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June 20, 2012

Via Certified Mail, Return Receipt Requested

PERSONAL and CONFIDENTIAL
Mr. Ted Bernstein, President
LIC Holdings, Inc.
950 Peninsula Corp Circle
Suite 3010
Boca Raton, FL 33487

Re: William (Bill) Stansbury

Dear Mr. Bernstein:

The undersigned represents William (Bill) Stansbury and we are writing this letter on his behalf. Mr. Stansbury received your proposed letter agreement reflecting LIC Holdings' proposal to indemnify its shareholders concerning policies sold under the Cambridge Financing Program. As a result of your proposal, Mr. Stansbury has reviewed with me in detail his dealings with you and your companies over the past 4 to 5 years.

After reviewing the facts with Mr. Stansbury, some of which will be summarized below, I was shocked that he had not consulted legal counsel until now. Be that as it may, and based upon the facts presented to us, we believe you have engaged in fraud, civil theft, breaches of fiduciary duties, and breach of contract, just to name a few. The purpose of this letter is to a). respond to your indemnity proposal and b). request that you pass this letter on to your counsel immediately in the off-chance that these very serious matters can be resolved prior to the filing of legal action. The issues can be summarized as follows:

1. The first issue concerns you and your company's failure to pay salary compensation to Mr. Stansbury. Mr. Stansbury has been making inquiries concerning this for the past 5 months, but to no avail. Mr. Stansbury's claim for unpaid salary arises from three categories:

EXHIBIT A

a. Failure to pay salary based on net retained commissions.

i. Based upon reports prepared by your company for the period of 2007 through 2011, LIC Holdings, Inc. and/or Arbitrage International Holdings, n/k/a Arbitrage International Management, LLC, received $35,384,246.00 in net retained commissions. According to Mr. Stansbury's salary arrangement, he is entitled to 15% of those net retained commissions, which amounts to $5,307,636.90. During this time period, Mr. Stansbury's salary compensation was $2,844,910.00. The shortfall in salary owed to Mr. Stansbury is $2,462,726.90.

ii. There is salary compensation owed to Mr. Stansbury as a result of bridge loans in 2008. You received a $2,000,000.00 settlement in 2010 resulting from the resolution of a lawsuit involving Global Secured Capital. Mr. Stansbury is entitled to 15% of those funds, which is $300,000.00.

iii. In addition, you received $507,891.00 in commissions in connection with the Biviano matter. Mr. Stansbury is entitled to 15% of those funds, which is $76,183.65.

iv. In April of 2012, you received three commissions totaling approximately $200,000.00 in the Levine, Wiss and Berley matters. Mr. Stansbury has been requesting payment of this for weeks, again to no avail. Mr. Stansbury is due salary compensation for these items in the amount of $30,000.00.

Therefore, Mr. Stansbury's total claim for salary arising out of net retained commissions is approximately $2,868,910.55.

The liability for payment of this salary is not limited to LIC Holdings, Inc. or Arbitrage International Management, LLC. This liability also flows to you individually as a result of your breaches of your fiduciary duty owed to Mr. Stansbury and utter failure to abide by corporate governance standards, which conduct is more particularly described below.

b. Mr. Stansbury is also due unpaid salary based on 15% of all renewal commissions since 2008. Mr. Stansbury's salary claim for renewal commissions cannot as yet be determined with specificity due to the fact that you and your office have been opening mail directed to Mr. Stansbury and negotiating checks made payable to him by falsifying his endorsement and depositing those checks into accounts which only you control. This conduct constitutes civil theft and breach of fiduciary duty. We believe this claim amounts to hundreds of thousands of dollars.

c. Salary compensation for 2008. Mr. Stansbury has recently learned that you and Mr. Simon Bernstein received $8,982,124.00 in salary in 2008. By contrast, Mr. Stansbury received $420,018.00, paid to him in January 2008, based on policies sold in 2007. He received zero (no salary compensation) for his 2008 production. It is obvious that you and Simon treated your corporations as personal ATM machines, while completely ignoring your fiduciary

responsibilities to your employee and minority shareholder, Mr. Stansbury. It further appears that after the exorbitant salaries were paid to you, you then loaned the money back to the corporation at an interest rate significantly above market rates in order to meet the cash flow needs of the various entities, again, clearly disregarding your corporate governance responsibilities.

2. Indemnification issues.

Mr. Stansbury has been served with three lawsuits from Phoenix Insurance Company and one from Mr. Wright seeking indemnification as a result of agent misconduct which was in no way attributable to the conduct of Mr. Stansbury. Although all of these matters have been settled, because he was the qualifying agent of record for other policies, he could be the subject of future litigation for refunds of commissions paid. All of these commissions were paid over to you or your companies.

The Indemnification Agreement which you sent to Mr. Stansbury is completely insufficient. You have a duty as a matter of law to indemnify Mr. Stansbury. Your offer of future indemnity is contingent upon "all" commissions that have been received by LIC's present or past shareholders be turned over to LIC. This is nothing short of extortion. Further, your second paragraph states that LIC is "presently insolvent" and has a "negative net worth." You then conclude with the sentence that with the indemnification agreement in place, LIC "may" have sufficient funds to meet its current obligations. Therefore, a simple indemnification from LIC Holdings to Mr. Stansbury is insufficient. Any such indemnification would have to be personally guaranteed by you and Mr. Simon Bernstein.

3. Unauthorized interception of U.S. Mail.

I have been given the understanding that your office has been opening mail directed to Mr. Stansbury personally. This is a federal offense and also constitutes a breach of the fiduciary duty you owe to Mr. Stansbury as an employee and minority shareholder.

There has been no accounting to Mr. Stansbury for any of the checks which may have been sent to him personally on which his signature has been forged, the checks cashed and placed out of the reach of Mr. Stansbury. In 2012, Mr. Stansbury has been receiving checks from Phoenix Life Insurance Company and TransAmerica Life Insurance Company. Mr. Stansbury has been holding these checks. They have now been remitted to the undersigned as attorney for Mr. Stansbury. This office is holding these funds in a separate interest-bearing trust account pending the resolution of this matter.

With regard to all of the other insurance companies for whom Mr. Stansbury is listed as the qualifying agent, he has now informed those companies that all future renewal commissions paid to him personally be sent to Mr. Stansbury at his home address. These funds will then be remitted to the undersigned counsel of record for Mr. Stansbury. We will place these funds in a separate interest-bearing trust account as well. Any attempts by you to contact these insurance

companies will be considered a tortious interference of his business relationship and such activity will be added as a claim in any future legal proceedings.

4. Shareholder status.

Mr. Stansbury has been a 10% shareholder of LIC Holdings, Inc., pursuant to the terms of a Shareholders Agreement. On behalf of Mr. Stansbury, demand is hereby made, pursuant to Florida Statute 607.1602, for inspection of the corporate records including the following:

I. Minutes of the Board of Directors meetings from January 1, 2008 to the present.

II. Minutes of Shareholders' meetings from January 1, 2008 to the present.

III. Records of any actions taken by the Shareholders and/or the Board of Directors without a meeting, from January 1, 2008 to the present.

IV. Accounting and financial records of LIC Holdings, Inc., Arbitrage International Management, LLC, formerly known as Arbitrage International Holdings, LLC, and all other subsidiary or affiliated companies under your control, including, without limitation, income tax returns, general ledgers, balance sheets, profit and loss statements, stock books, bank statements, loan agreements or guarantees, and any other financial books and records from January 1, 2008 to the present.

Mr. Stansbury is seeking to inspect these records in good faith and for the purpose of determining if misappropriation of corporate assets for improper purposes has previously taken or is presently taking place.

I have been made aware of a letter dated December 22, 2011 in which Mr. Stansbury purportedly "ceded" his shares of stock in LIC Holdings, Inc. back to the company. This letter was obtained under false pretenses and is not recognized by Mr. Stansbury as validly conveying his ownership interest in LIC Holdings, Inc.

Please have your legal counsel contact us within ten (10) days. Should we fail to receive a response within that time, Mr. Stansbury will take legal action to protect his rights and interests.

Very truly yours,

PETER M. FEAMAN, P.A.

By: Peter M. Feaman

Peter M. Feaman

PMF/mk
cc: William Stansbury
CC Riggs (e-mail)

TAB # 3

IN THE CIRCUIT COURT OF THE 15th JUDICIAL CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,

Plaintiff,

vs.

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN and as co-trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,

Defendants.
_____/

CASE NO: 50 2012 CA 013933 MB AA

DEFENDANT'S, TED S. BERNSTEIN, MOTION TO DISMISS COUNTS III, VII, AND VIII

Defendant, Ted S. Bernstein ("Bernstein"), moves to dismiss Counts III, VII, and VIII of the Amended Complaint (the "Complaint"), and states:

1. The claims asserted in Counts III and VIII by Plaintiff against Bernstein belong to one or both of the legal entities known as LIC Holdings, Inc., a Florida corporation ("LIC") and/or Arbitrage International Management, LLC, a Florida limited liability company ("Arbitrage") (collectively the "Companies"). Plaintiff asserts that Bernstein breached a fiduciary duty owed to the Companies and seeks an award of monies which necessarily would flow back to the Companies, not directly to Plaintiff. Thus, in Counts III and VIII, Plaintiff asserts derivative claims on behalf of the Companies.

4-23-13

2. For example, in paragraph 47, Plaintiff alleges that Bernstein had a fiduciary duty "to act in good faith towards Stansbury and to act in the best interests of LIC Holdings and Arbitrage." The breaches alleged in paragraph 55, if proven, would result only in direct harm to the Companies by virtue, of among other things, (a) directing payments of Company money to third parties; (b) directing Companies to pay improper expenses; (c) transferring monies from Companies to third parties; (d) paying exorbitant compensation; and (e) committing corporate waste.

3. Any damages for these claims, if proven, would flow to and be property of the Companies, and nothing would flow directly to any shareholder. Thus, these are classic derivative claims. Plaintiff senses that, so he alleges that any damages were suffered by him individually and not to the corporation (Complaint, ¶58), but such allegation cannot change the character of these derivative claims. If, hypothetically, the Company paid $100 in extra compensation to someone, that would mean, at best, that the Company will receive $100, which the Company is under no obligation to distribute to anyone. In Counts III and VIII, Plaintiff does not assert any injury to himself which is separate from the injury allegedly suffered by the Companies, as the only injury claimed by Plaintiff would be a pro-rata percentage of the alleged damages which would have been suffered solely by the Companies. Thus, these claims are wholly (or at least partly) derivative.

4. The derivative action claims must be dismissed for several reasons. First, because Plaintiff in this case has direct and derivative claims filed in the same lawsuit, there is a misjoinder issue which mandates the dismissal of the Complaint. Plaintiff cannot sue in different capacities in the same lawsuit. *Department of Ins. v. Coopers & Lybrand*, 570 So. 2d 369, 370 (Fla. 3d DCA 1990); *Karnegis v. Lazzo*, 243 So. 2d 642 (Fla. 3d DCA 1971) (plaintiff may not by shareholders' derivative action seek in same lawsuit accounting from corporation when he personally sought

accounting and damages from majority stockholders, officers, and directors); 1 Am.Jur.2d *Actions* § 94 (1994) ("One cannot in the same action sue in more than one distinct right or capacity" citing *Coopers & Lybrand*); Fla. R. Civ. P. 1.110(g) ("A pleader may set up in the same action as many claims or causes of action ... *in the same right* as he has ...") (emphasis added).

5. Second, Plaintiff lacks standing to bring derivative claims on behalf of Arbitrage because he was never a shareholder of Arbitrage, and makes no such allegation in his Complaint.

6. Third, Plaintiff lacks standing to bring any derivative claims on behalf of LIC or Arbitrage because, as alleged in paragraph 31, Plaintiff ceded his 10% interest in LIC. Even if Plaintiff is no longer a shareholder as a result of alleged fraud, the fact remains that Plaintiff is not currently a shareholder of LIC. Therefore, Counts III and VIII of the Complaint should be dismissed. As a disgruntled former shareholder of the Corporation, Plaintiff has no legal standing to assert derivative claims at this juncture because he was not a shareholder at the time the suit was filed and he is no longer a shareholder of the Corporation, as required by Florida law. *See* § 607.07401, Fla. Stat.; *Timko v. Triarsi*, 898 So. 2d 89, 91 (Fla. 5th DCA 2005) (holding that once the complaining shareholders' shares were repurchased, the complaining former shareholder could not continue to prosecute a derivative claim).

7. Fourth, Plaintiff also fails to state a derivative claim because the Complaint fails to allege that Plaintiff made a demand on the Corporation to bring these claims before filing their Counterclaim. Allegations of a demand is a statutory pre-requisite for maintaining a derivative action. § 607.07401(2). The Complaint also is not verified as required by that statute.

8. Fifth, as to the merits, Plaintiff's individual claim against Bernstein for the alleged breaches of fiduciary duty relating to Plaintiff's rights as shareholder of LIC are improper. As an

officer and director of LIC, Bernstein owed a fiduciary duty to the Company and the shareholders as a whole, not as to any particular shareholder or group of shareholders. Shareholders must bring a derivative action to pursue a claim against an officer or director unless the alleged injury is separate and distinct from any injury the complaining party suffered as a shareholder, in common with all other shareholders. Because Plaintiff fails to allege any injury separate and apart from the alleged injury Plaintiff suffered as a shareholder, in common with all other shareholders, Plaintiff lacks standing to bring any individual claim against Bernstein.

9. There is a clear and necessary distinction between an individual action and one brought in a derivative capacity. *Alario v. Miller*, 354 So. 2d 925, 926 (Fla. 2d DCA 1978). The body of the complaint determines whether the injury is direct to the stockholder making the cause of action individual to him or whether the injury is indirect as to the stockholder and the cause of action is derivative from the corporation. *Id.* The nature of the injuries alleged and the wrongs sought to be remedied are the key to determining whether an action is derivative or individual. *Id.*

10. The law "is well-established that if a plaintiff sues in a stockholder capacity for corporate mismanagement, she must sue derivatively in the corporation's name." *Kloha v. Duda*, 246 F. Supp. 2d 1237, 1242 (M.D. Fla. 2003)(citing *Empire Life Ins. Co. of Am. v. Valdak Corp.*, 468 F.2d 330, 335 (5th Cir. 1972)). This rule is a necessity because "[i]f each shareholder could sue individually for his losses, the wrongdoer would be subject to as many suits as there were stockholders in the corporation." *Empire Life*, 468 F.2d at 335 (citations and quotations omitted). If the injury to the individual shareholder is not direct, but rather indirect, the injury is insufficient to allow the shareholder to bring a direct claim. *Id.* In other words, the member can bring a direct claim:

> in a case where the stockholder shows a violation of duty owed directly to him. ***That exception to the general rule does not arise, however, merely because the acts complained of resulted in damage both to the corporation and to the stockholder, but is confined to cases where the wrong itself amounts to a breach of duty owed to the stockholder personally.***

Empire Life, 468 F.2d at 335 (citation omitted) (emphasis added).

WHEREFORE, Defendant, Ted S. Bernstein, respectfully requests that this Court dismiss Counts III, VII, and VIII; award Defendant his costs and attorneys' fees pursuant to any applicable contract or statute; and grant such other relief as is just.

CERTIFICATE OF SERVICE

I CERTIFY that a copy of the foregoing has been furnished to the Service List set forth below by: ■ E-mail Electronic Transmission; ☐ Facsimile; ☐ U.S. Mail; ☐ Overnight Delivery; ☐ Hand-delivery, this 23rd day of April, 2013.

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Counsel for Donald R. Tescher and Robert L.
Spallina, as Co-Personal Representatives

TAB # 4

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,

Plaintiff,

vs.

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as Co-Personal Representatives of the ESTATE OF SIMON L. BERNSTEIN and as Co-Trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,

Defendants.
_____/

CIVIL DIVISION

CASE NO: 502012CA013933 MB AA

DIVISION: KELLEY

MOTION TO DISMISS COUNTS III, V, VII AND VIII OF THE AMENDED COMPLAINT

COME NOW, Defendants, Donald R. Tescher and Robert L. Spallina, as Co-Personal Representatives of the Estate of Simon L. Bernstein, by and through their undersigned counsel and hereby files this their Motion to Dismiss Counts III, V, VII and VIII of the Amended Complaint pursuant to Florida Rules of Civil Procedure 1.140 and 1.130 and in support thereof state, as follows:

INTRODUCTION

1. This Motion will only address Counts III, V, VII and VIII of the Plaintiff's Amended Complaint dated February 12, 2013, as those are the only Counts with allegations

MARK R. MANCERI, P.A. • 2929 East Commercial Blvd. • Suite 702 • Fort Lauderdale, FL 33308 • (954) 491-7099

directed against the moving Defendants directed toward Simon L. Bernstein.

2. The Plaintiff's original Complaint dated July 30, 2012 may also be referred to herein as the "Pending Action".

I. COUNT III - BREACH OF FIDUCIARY DUTY

1. The Plaintiff's allegations in Court III are based on the premise that he was owed a fiduciary duty by Simon Bernstein as a result of being, at all material times, a shareholder of LIC Holdings. See paragraph 48 of the Amended Complaint.

3. However, the Plaintiff fails to attach any document as an Exhibit to the Amended Complaint evidencing an ownership interest of any kind in LIC Holdings.

4. Florida Rule of Civil Procedure 1.130(a) reads, as follows:

> (a) **Instruments Attached.** All bonds, notes, bills of exchange, contracts, accounts, or documents upon which action may be brought or defense made, or a copy thereof or a copy of the portions thereof material to the pleadings, shall be incorporated in or attached to the pleadings. No papers shall be unnecessarily annexed as exhibits. The pleadings shall contain no unnecessary recitals of deeds, documents, contracts, or other instruments. (emphasis added).

A copy of Florida Rule of Civil Procedure 1.130 is attached hereto as Exhibit "A" and incorporated hereto by reference.

5. As the Plaintiff has failed to attach any paper or other document to the Amended Complaint to substantiate his alleged shareholder status in LIC Holdings, a Florida Corporation there can be no cause of action against the moving Defendants for a breach of fiduciary duty.

6. As such, Count III must be dismissed for failure to state a cause of action.

II. COUNT V - CONVERSION

1. On November 6, 2012, the Plaintiff filed his Statement of Claim in the Estate of Simon Bernstein, pending in Palm Beach County, Florida. Exhibit "A" to the Statement of Claim is a copy of the Plaintiffs then pending Complaint and Jury Demand (identified as the "Pending Action") filed by the Plaintiff on July 30, 2012. A copy of the Statement of Claim (w/Exhibit "A" thereto) is attached hereto as Exhibit "B" and incorporated herein by reference.

3. Paragraph 3 of the Statement of Claim expressly states, "The amount of the Claim is in excess of 2.5 million dollars, which the Claimant is entitled to recover under the claims set forth in the Complaint..." (emphasis added).

4. As can be seen, the Pending Action does not contain a Count for Conversion.

5. Florida Statute 733.703(1) clearly states that, "no additional charge may be imposed by a Claimant who files a claim against the estate." A copy of Florida Statute 733.703 is attached hereto as Exhibit "C" and incorporated herein by reference.

6. As such, the Plaintiff cannot now bring an action for Conversion against the moving Defendants as he is limited to the claims in the Pending Action, incorporated by reference into his Statement of Claim.

7. Based on the foregoing, Count V of the Amended Complaint must be dismissed for failure to state of cause of action.

COUNT VII - EQUITABLE LIEN

1. Count VIII of the Pending Action is also titled "Equitable Lien", comprised of

paragraphs 59 through 61.

2. Paragraph 59 of the Pending Action refers to paragraphs 54 through 58, inclusive.

3. Paragraphs 54 through 58 of the Pending Action are part of Count VII, titled "Fraud", (against all Defendants).

4. While the Amended Complaint does include Count VI, titled "Fraud in the Inducement" against Ted Bernstein and LIC Holdings Inc., it does not contain a Count for Fraud against the moving Defendants.

5. As a result and to the extent Count VII of the Amended Complaint is based, in whole or in part, on an alleged Fraud, it cannot now be raised against the moving Defendants.

6. Additionally and more significantly, Count VII of the Pending Action is directed solely to "bank" or other "accounts" into which commissions were allegedly deposited.

7. However, Count VII of the Amended Complaint goes beyond such accounts and requests an equitable lien against three (3) parcels of real property located in Palm Beach County, Florida. See paragraphs 75, 76 and 77 of the Amended Complaint.

8. Florida Statute 733.703(1) clearly states that "no additional charge may be imposed by a Claimant who files a claim against the estate."

9. As such, the Plaintiff cannot now bring an action for an Equitable Lien against the referenced parcels of real property, as he is limited to the claims in the Pending Action incorporated by reference into his Statement of Claim.

10. Based on the foregoing, Count VII of the Amended Complaint must be dismissed

for failure to state a cause of action.

COUNT VIII - CONSTRUCTIVE TRUST

1. Count VIII of the Amended Complaint also refers to the same three (3) parcels of real property located in Palm Beach County, Florida which were not part of the Plaintiff's allegations in the Pending Action incorporated by reference into his Statement of Claim.

2. Count X of the Pending Action is titled "Constructive Trust", is comprised solely of paragraphs 66 through 68.

3. Paragraphs 67 and 68 refer to "bank" or "other accounts" into which commissions were deposited. There is no allegation of any kind directed to any parcel of real property.

4. Florida Statute 733.703(1) clearly states that "no additional charge may be imposed by a Claimant who files a claim against the Estate."

5. As such, the Plaintiff cannot now bring an action for a Constructive Trust against the three (3) parcels of real property referenced in Count VIII of the Amended Complaint, as he is limited to the claims in the Pending Action incorporated by reference into his Statement of Claim.

6. Based on the foregoing, Count VIII of the Amended Complaint must be dismissed for failure to state a cause of action.

CASE NO: 502012CA013933 MB AA

GENERAL PRAYER FOR ATTORNEY'S FEES AND COSTS

Defendants, Donald R. Tescher and Robert L. Spallina, as Co-Personal Representatives of the Estate of Simon L. Bernstein, hereby requests an award of attorney's fees and costs pursuant to Florida Statutes 733.106 and 733.609 and/or Florida decisional case law, and that same be taxed against the Plaintiff.

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By: _____
Mark R. Manceri, Esq.
Florida Bar No. 444560

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by e-mail to the designated address(es) and U.S. mail to all parties on the following Service List, this 18th day of March, 2013.

_____
Mark R. Manceri, Esq.

502012CA013933 MB AA

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TAB # 5

570 So.2d 369
15 Fla. L. Weekly D2772
(Cite as: 570 So.2d 369)
<KeyCite Citations>

District Court of Appeal of Florida,
Third District.

The DEPARTMENT OF INSURANCE OF the STATE OF FLORIDA, etc., Appellants,
v.
COOPERS & LYBRAND, a general, partnership, Appellees.

No. 89-2940.

Nov. 13, 1990.
Rehearing Denied Dec. 19, 1990.

Department of Insurance appealed from order of the Circuit Court, Dade County, Steven D. Robinson, J., dismissing its complaint against accounting firm in eight of nine capacities. The District Court of Appeal held that Department could not bring action against accounting firm for breach of contract, negligence, misrepresentation, and breach of fiduciary duty in more than one capacity.

Affirmed.

West Headnotes

Action ⇐ 50(2)
13k50(2)
Department of Insurance could not bring action against accounting firm for breach of contract, negligence, misrepresentation, and breach of fiduciary duty in more than one capacity; Department was required to enforce its rights in alternate capacities in separate actions, and was required to choose which capacity it would pursue in each individual action. West's F.S.A. RCP Rule 1.110(g).

***370** Conrad, Scherer & James and Joseph S. Kashi, Fort Lauderdale, for appellants.

Hughes Hubbard & Reed and Herschel E. Sparks, Jr. and Jack Geckler, Miami, for appellees.

Before BASKIN, JORGENSON and GODERICH, JJ.

PER CURIAM.

The plaintiff, the Department of Insurance of the State of Florida [Department], appeals the trial court's order dismissing its complaint in eight of nine capacities. We affirm.

The Department filed an amended complaint against the accounting firm of Coopers & Lybrand [C & L] seeking damages for breach of contract, negligence, misrepresentation, and breach of fiduciary duty. In its complaint the Department set up causes of action accruing to it in nine distinct capacities: as the Department, as the court appointed receiver of the Insurance Exchange of the Americas; and as the court appointed receiver of seven different insurance syndicates. The causes of action accruing to the Department in each capacity were not set forth in separate counts or otherwise pleaded separately.

C & L responded to the amended complaint by filing an omnibus motion to dismiss and for a more definite statement. The trial court advised the parties that rather than dismissing the amended complaint, it would enter a final order dismissing the causes of action brought by the Department in eight of its nine capacities to facilitate an appeal. The trial court then directed the Department to choose in which capacity it would pursue in this action. In response, the Department chose to continue the lawsuit in its capacity as the court appointed receiver of the Insurance Exchange of the Americas. The trial court then dismissed the claims brought by the Department in its other eight capacities without prejudice to file separate actions on those claims. The Department appeals from the order dismissing its claims in eight of its nine capacities.

Rule 1.110(g), Florida Rules of Civil Procedure (1989) states in pertinent part: "A pleader may set up in the same action as many claims or causes of action or defenses in the same right as he has ...". This rule "forbids the joinder of causes which arise out of separate rights." Horowitz v. United Investors Corp., 227 So.2d 719, 721 (Fla. 3d DCA 1969), cert. denied, 237 So.2d 180 (Fla.1970); see also General Dynamics Corp. v. Hewitt, 225 So.2d 561, 563 (Fla. 3d DCA 1969) (quoting 1 Am.Jur.2d Actions § 125 (1962)) ("One cannot in the same action sue in more than one distinct right or

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capacity."). Causes of action accruing to a plaintiff in different capacities must be brought separately regardless of whether or not the causes of action arise "out of the same occurrence because the respective causes of action are not 'in the same right.' " Metropolitan Dade County v. Hicks, 323 So.2d 590, 591 (Fla. 3d DCA 1975) (citing Pensacola Elec. Co. v. Soderlind, 60 Fla. 164, 53 So. 722 (1910) and Latimer v. Sears Roebuck & Co., 285 F.2d 152 (5th Cir.1960)).

Upon a review of the amended complaint filed in the instant case, we find that the Department improperly attempted to sue in *371 more than one capacity in one lawsuit. The Department joined causes of action accruing to it in nine different capacities. Therefore, the trial court properly found that the Department could not sue in more than one capacity in the same action. The Department, as a party holding rights of action in separate capacities, must enforce those rights in separate actions. The trial court also correctly directed the Department to choose in which capacity it would pursue this action and dismissed the claims the Department elected not to pursue in this action without prejudice to the Department to institute separate actions on the dismissed causes of action. See Pensacola Elec. Co. v. Soderlind, 60 Fla. 164, 53 So. 722 (1910) (proper procedure is for party to elect which of improperly joined claims it wishes to proceed on in original suit); Karnegis v. Lazzo, 243 So.2d 642 (Fla. 3d DCA 1971) (trial court should have granted motion to dismiss, with leave to plaintiff to file amended complaint, and without prejudice to plaintiff to file separate action on cause of action not included in new amended complaint).

Affirmed.

570 So.2d 369, 15 Fla. L. Weekly D2772

END OF DOCUMENT

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TAB # 6

District Court of Appeal of Florida, Third District.

James G. KARNEGIS, George C. Karnegis, Theodora Karnegis and Royal Baking Co., Inc., a Florida corporation, Appellants,
v.
Aristides LAZZO, Appellee.

No. 70--1220.

Feb. 9, 1971.

Minority stockholder brought suit against majority stockholders and corporation, alleging practices of individual defendants which were financially detrimental to the corporation, and seeking both accounting by individual defendants to the corporation and accounting and damages from individual defendants to plaintiff personally, and defendants moved to dismiss and to strike portions of the amended complaint. The Circuit Court for Dade County, George E. Schulz, J., denied motions, and defendants brought interlocutory appeal. The District Court of Appeal held that complaint stated cause of action, but that complaint contained misjoinder of causes of action, and that court should have granted the motion to dismiss, with leave to plaintiff to file an amended complaint setting forth either derivative stockholder's cause of action or plaintiff's separate personal cause of action, without prejudice to file a separate action on cause of action not so included in new amended complaint.

Order affirmed in part and reversed in part, and cause remanded.

West Headnotes

[1] Corporations and Business Organizations ⇐ 2202
101k2202
(Formerly 101k320(7))
Allegations by plaintiff, both as stockholder and as individual, that practices of individual defendant majority stockholders, including payment to themselves of excessive salaries and negotiation of proposed sale of all assets of corporation to an outside party at price alleged to be less than value of assets with separate financial benefits to accrue from sale to individual defendants in indirect violation of agreement between stockholders, were sufficient to state cause of action either by plaintiff as derivative stockholder for accounting by majority stockholders to the corporation or by plaintiff personally for accounting and damages from the individual stockholders.

[2] Pleading ⇐ 52(2)
302k52(2)

[2] Pleading ⇐ 360
302k360

[2] Pretrial Procedure ⇐ 555
307Ak555
(Formerly 302k355)

[2] Pretrial Procedure ⇐ 695
307Ak695
(Formerly 302k360(19))
Where plaintiff, by way of derivative stockholder action, sought accounting by individual defendants, the majority stockholders and officers and directors, to the corporation where plaintiff personally also sought accounting and damages from those defendants and where the two causes of action were not set forth in separate counts or otherwise pleaded separately, there was a misjoinder of causes of action, and trial court should have granted motion to dismiss, with leave to file an amended complaint setting forth either derivative stockholder's cause of action or separate personal cause of action, without prejudice to file separate action on cause of action not so included.

***643** Hendricks & Hendricks, Miami, for appellants.

Alfred Gustinger, Bolles, Goodwin, Ryskamp & Ware, Miami, for appellee.

Before PEARSON, C.J., and CHARLES CARROLL and HENDRY, JJ.

PER CURIAM.

This is an interlocutory appeal by the defendants below from an order denying their motions to dismiss and to strike portions of the amended complaint. The appellee-plaintiff was a minority stockholder in the defendant corporation. The

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individual defendants owned the remainder of the stock, representing the majority interest. Plaintiff was secretary of the corporation. The individual defendants were officers and directors thereof. Alleging various actions and practices of the individual defendants which were financially detrimental to the corporation, including payment to themselves of excessive salaries, and alleging their negotiation of a proposed sale of all assets of the corporation to an outside party, at a price alleged to be less than the value thereof with separate financial benefits to accrue therefrom to the individual defendants, and which was alleged to be an indirect violation of an agreement between the stockholders against sale of stock without opportunity of stockholders to buy the same, proceeding by derivative stockholder action for the benefit of the corporation, the plaintiff sought accounting by the individual defendants to the corporation. Also, plaintiff personally sought accounting and damages from said defendants. In the amended complaint the two causes of action were not set forth in separate counts, or otherwise pleaded separately.

The defendants filed a lengthy motion to dismiss the amended complaint, contending generally that the allegations were insufficient upon which to predicate relief, and including a ground claiming improper joinder of causes of action. The defendants also filed a motion to strike certain portions of the amended complaint. The trial court denied the motions to dismiss and to strike, and the defendants appealed.

[1][2] We uphold the order of the trial court to the extent that it constituted a ruling that the allegations of the amended complaint were sufficient to state the causes of action referred to above. However, on authority of General Dynamics Corporation v. Hewitt, Fla.App.1969, 225 So.2d 561, we are of the opinion that the trial court committed error in rejecting the ground of the motion to dismiss claiming misjoinder of causes of action. On the authority of the cited cases, we hold that the trial court should have granted the motion to dismiss, with leave to the plaintiff to file an amended complaint setting forth either the derivative stockholder's (corporation's) cause of action or the plaintiff's separate personal cause of action against the individual defendants, without prejudice to the plaintiff to file a separate action on the cause of action not so included in such new amended complaint.

Accordingly, the order appealed from is affirmed in part and reversed in part, and the cause is remanded to the circuit court for further proceedings not inconsistent herewith.

243 So.2d 642

END OF DOCUMENT

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TAB # 7

(3) A final disposition form (form 1.998) shall be filed with the clerk by the prevailing party at the time of the filing of the order or judgment which disposes of the action. If the action is settled without a court order or judgment being entered, or dismissed by the parties, the plaintiff or petitioner immediately shall file a final disposition form (form 1.998) with the clerk. The clerk shall complete the final disposition form for a party appearing pro se, or when the action is dismissed by court order for lack of prosecution pursuant to rule 1.420(e).

(d) Motion in Lieu of Scire Facias. Any relief available by scire facias may be granted on motion after notice without the issuance of a writ of scire facias.

Committee Notes

1971 Amendment. The change requires a more complete designation of the document that is filed so that it may be more rapidly identified. It also specifies the applicability of the subdivision to all of the various documents that can be filed. For example, a motion to dismiss should now be entitled "defendant's motion to dismiss the complaint" rather than merely "motion" or "motion to dismiss."

1972 Amendment. Subdivision (a) is amended to make a reply mandatory when a party seeks to avoid an affirmative defense in an answer or third-party answer. It is intended to eliminate thereby the problems exemplified by *Tuggle v. Maddox*, 60 So. 2d 158 (Fla. 1952), and *Dickerson v. Orange State Oil Co.*, 123 So. 2d 562 (Fla. 2d DCA 1960).

1992 Amendment. Subdivision (b) is amended to require all notices of hearing to specify the motions or other matters to be heard.

2010 Amendment. Subdivision (c) is amended to address separately the caption for in rem proceedings, including in rem forfeiture proceedings.

RULE 1.110. GENERAL RULES OF PLEADING

(a) Forms of Pleadings. Forms of action and technical forms for seeking relief and of pleas, pleadings, or motions are abolished.

(b) Claims for Relief. A pleading which sets forth a claim for relief, whether an original claim, counterclaim, crossclaim, or third-party claim, must state a cause of action and shall contain (1) a short and plain statement of the grounds upon which the court's jurisdiction depends, unless the court already has jurisdiction and the claim needs no new grounds of jurisdiction to support it, (2) a short and plain statement of the ultimate facts showing that the pleader is entitled to relief, and (3) a demand for judgment for the relief to which the pleader deems himself or herself entitled. Relief in the alternative or of several different types may be demanded. Every complaint shall be considered to demand general relief.

When filing an action for foreclosure of a mortgage on residential real property the complaint shall be verified. When verification of a document is required, the document filed shall include an oath, affirmation, or the following statement:

"Under penalty of perjury, I declare that I have read the foregoing, and the facts alleged therein are true and correct to the best of my knowledge and belief."

(c) The Answer. In the answer a pleader shall state in short and plain terms the pleader's defenses to each claim asserted and shall admit or deny the averments on which the adverse party relies. If the defendant is without knowledge, the defendant shall so state and such statement shall operate as a denial. Denial shall fairly meet the substance of the averments denied. When a pleader intends in good faith to deny only a part of an averment, the pleader shall specify so much of it as is true and shall deny the remainder. Unless the pleader intends in good faith to controvert all of the averments of the preceding pleading, the pleader may make denials as specific denials of designated averments or may generally deny all of the averments except such designated averments as the pleader expressly admits, but when the pleader does so intend to controvert all of its averments, including averments of the grounds upon which the court's jurisdiction depends, the pleader may do so by general denial.

(d) Affirmative Defenses. In pleading to a preceding pleading a party shall set forth affirmatively accord and satisfaction, arbitration and award, assumption of risk, contributory negligence, discharge in bankruptcy, duress, estoppel, failure of consideration, fraud, illegality, injury by fellow servant, laches, license, payment, release, res judicata, statute of frauds, statute of limitations, waiver, and any other matter constituting an avoidance or affirmative defense. When a party has mistakenly designated a defense as a counterclaim or a counterclaim as a defense, the court, on terms if justice so requires, shall treat the pleading as if there had been a proper designation. Affirmative defenses appearing on the face of a prior pleading may be asserted as grounds for a motion or defense under rule 1.140(b); provided this shall not limit amendments under rule 1.190 even if such ground is sustained.

(e) Effect of Failure to Deny. Averments in a pleading to which a responsive pleading is required, other than those as to the amount of damages, are admitted when not denied in the responsive pleading. Averments in a pleading to which no responsive pleading is required or permitted shall be taken as denied or avoided.

(f) Separate Statements. All averments of claim or defense shall be made in consecutively numbered paragraphs, the contents of each of which shall be limited as far as practicable to a statement of a single set of circumstances, and a paragraph may be referred to by number in all subsequent pleadings. Each claim founded upon a separate transaction or occurrence and each defense other than denials shall be stated in a separate count or defense when a separation facilitates the clear presentation of the matter set forth.

(g) Joinder of Causes of Action; Consistency. A pleader may set up in the same action as many claims or causes of action or defenses in the same right as the pleader has, and claims for relief may be stated in the alternative if separate items make up the cause of action, or if 2 or more causes of action are joined. A party may also set forth 2 or more statements of a claim or defense alternatively, either in 1 count or defense or in separate counts or defenses. When 2 or more statements are made in the alternative and 1 of them, if made independently, would be sufficient, the pleading is not made insufficient by the insufficiency of 1 or more of the alternative statements. A party may also state as many separate claims or defenses as that party has, regardless of consistency and whether based on legal or equitable grounds or both. All pleadings shall be construed so as to do substantial justice.

(h) Subsequent Pleadings. When the nature of an action permits pleadings subsequent to final judgment and the jurisdiction of the court over the parties has not terminated, the initial pleading subsequent to final judgment shall be designated a supplemental complaint or petition. The action shall then proceed in the same manner and time as though the supplemental complaint or petition were the initial pleading in the action, including the issuance of any needed process. This subdivision shall not apply to proceedings that may be initiated by motion under these rules.

Committee Notes

1971 Amendment. Subdivision (h) is added to cover a situation usually arising in divorce judgment modifications, supplemental declaratory relief actions, or trust supervision. When any subsequent proceeding results in a pleading in the strict technical sense under rule 1.100(a), response by opposing parties will follow the same course as though the new pleading were the initial pleading in the action. The time for answering and authority for defenses under rule 1.140 will apply. The last sentence exempts post judgment motions under rules 1.480(c), 1.530, and 1.540, and similar proceedings from its purview.

RULE 1.120. PLEADING SPECIAL MATTERS

(a) Capacity. It is not necessary to aver the capacity of a party to sue or be sued, the authority of a party to sue or be sued in a representative capacity, or

TAB # 8

Select Year: 2012 Go

The 2012 Florida Statutes

Title XXXVI BUSINESS ORGANIZATIONS | Chapter 607 CORPORATIONS | View Entire Chapter

607.07401 Shareholders' derivative actions.—

(1) A person may not commence a proceeding in the right of a domestic or foreign corporation unless the person was a shareholder of the corporation when the transaction complained of occurred or unless the person became a shareholder through transfer by operation of law from one who was a shareholder at that time.

(2) A complaint in a proceeding brought in the right of a corporation must be verified and allege with particularity the demand made to obtain action by the board of directors and that the demand was refused or ignored by the board of directors for a period of at least 90 days from the first demand unless, prior to the expiration of the 90 days, the person was notified in writing that the corporation rejected the demand, or unless irreparable injury to the corporation would result by waiting for the expiration of the 90-day period. If the corporation commences an investigation of the charges made in the demand or complaint, the court may stay any proceeding until the investigation is completed.

(3) The court may dismiss a derivative proceeding if, on motion by the corporation, the court finds that one of the groups specified below has made a determination in good faith after conducting a reasonable investigation upon which its conclusions are based that the maintenance of the derivative suit is not in the best interests of the corporation. The corporation shall have the burden of proving the independence and good faith of the group making the determination and the reasonableness of the investigation. The determination shall be made by:

(a) A majority vote of independent directors present at a meeting of the board of directors, if the independent directors constitute a quorum;

(b) A majority vote of a committee consisting of two or more independent directors appointed by a majority vote of independent directors present at a meeting of the board of directors, whether or not such independent directors constitute a quorum; or

(c) A panel of one or more independent persons appointed by the court upon motion by the corporation.

(4) A proceeding commenced under this section may not be discontinued or settled without the court's approval. If the court determines that a proposed discontinuance or settlement will substantially affect the interest of the corporation's shareholders or a class, series, or voting group of shareholders, the court shall direct that notice be given to the shareholders affected. The court may determine which party or parties to the proceeding shall bear the expense of giving the notice.

(5) On termination of the proceeding, the court may require the plaintiff to pay any defendant's reasonable expenses, including reasonable attorney's fees, incurred in defending the proceeding if it finds that the proceeding was commenced without reasonable cause.

(6) The court may award reasonable expenses for maintaining the proceeding, including reasonable attorney's fees, to a successful plaintiff or to the person commencing the proceeding who receives any relief, whether by judgment, compromise, or settlement, and require that the person account for the remainder of any proceeds to the corporation; however, this subsection does not apply to any relief rendered for the benefit of injured shareholders only and limited to a recovery of the loss or damage of the injured shareholders.

(7) For purposes of this section, "shareholder" includes a beneficial owner whose shares are held in a voting trust or held by a nominee on his or her behalf.

History.—s. 67, ch. 89-154; s. 148, ch. 90-179; s. 19, ch. 97-102; s. 11, ch. 2003-283.

Note.—Former s. 607.0740.

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TAB # 9

898 So.2d 89
30 Fla. L. Weekly D417
(Cite as: 898 So.2d 89)
<KeyCite Yellow Flag>

District Court of Appeal of Florida,
Fifth District.

Mark TIMKO, Appellant,
v.
Onofrio TRIARSI, et al., Appellees.

No. 5D04-986.

Feb. 11, 2005.
Rehearing Denied April 15, 2005.

Background: Shareholder in closely-held corporation brought derivative action. After shareholder lost his shares in action to dissolve the corporation, the Circuit Court for Orange County, Renee A. Roche, J., granted defendants' motion to dismiss. Shareholder appealed.

Holding: The District Court of Appeal, Torpy, J., held that shareholder lost standing to prosecute derivative action when his ownership interest in his shares was terminated.

Affirmed.

Monaco, J., dissented and filed opinion.

West Headnotes

[1] Corporations and Business Organizations ⇐ 2073
101k2073
(Formerly 101k207.5)
In shareholder derivative suits, shareholders are permitted to redress rights of action that belong to corporations that have been injured by the acts of the corporations' officers and directors.

[2] Corporations and Business Organizations ⇐ 2028
101k2028
(Formerly 101k203)
The purpose of statute establishing standing requirement for shareholder derivative suits is to prevent predatory strike suits and ensure that derivative actions are brought only by those individuals who have a legitimate stake in the corporation so that its interests are adequately represented. West's F.S.A. § 607.07401.

[3] Corporations and Business Organizations ⇐ 2031
101k2031
(Formerly 101k207, 101k203)
Shareholder of closely-held corporation lost standing to prosecute derivative action when his ownership interest in his shares was subsequently terminated in separate action to dissolve corporation while derivative action was still pending; statute which was intended to impose additional restrictions on a shareholder's common law right to maintain a derivative suit did not abrogate common law requirement that shareholder have continuous ownership of his shares during the pendency of the derivative action. West's F.S.A. § 607.07401.

***90** John F. Mariani and Christopher Kammerer of Gunster, Yoakley Stewart, P.A., West Palm Beach, for Appellant.

Michael V. Elsberry and W. Drew Sorrell of Lowndes, Drosdick, Doster, Kantor Reed, P.A., Orlando, for Appellees.

TORPY, J.

The question presented in this shareholder derivative action is whether a plaintiff/shareholder, to have standing to prosecute such an action, is required to have continuous ownership of his or her shares throughout the pendency of the action. Our resolution of this issue requires that we construe Florida's "contemporaneous ownership rule," embodied in section 607.07401, Florida Statutes (2002). We conclude that continuous ownership is required. Therefore, Appellant lost standing to prosecute this action when he was divested of his ownership interest in his shares.

When Appellant commenced the instant shareholder derivative action, he was a shareholder of the closely-held corporation that is the subject of this dispute. However, as a result of another legal proceeding, Appellant's ownership interest in his shares was terminated while the instant action was still pending. [FN1] Based thereon, the trial court determined that Appellant lacked standing to proceed and granted Appellees' Motion to Dismiss. [FN2] In affirming the trial court, we begin our analysis by briefly discussing the history of

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derivative proceedings.

FN1. Appellant initiated another proceeding to dissolve the corporation pursuant to section 607.1430, Florida Statutes (1999). As a result, Appellee, Onofrio Triarsi, exercised his right to purchase all of Appellant's shares pursuant to section 607.1436, Florida Statutes.

FN2. In granting the motion to dismiss, the trial judge considered evidence extrinsic to the complaint. Ordinarily, this would not be proper. Here, however, at oral argument, Appellant's counsel, Mr. Mariani, expressly waived this argument and suggested that this court treat the lower court's order as a summary judgment. We appreciate and commend counsel's willingness to forego this procedural objection in the interest of both judicial economy and reducing the costs to the litigants.

[1][2] Shareholder derivative suits were originally created by common law as a means to enable shareholders to police "faithless directors and managers." Larsen v. Island Developers, Ltd., 769 So.2d 1071, 1072 (Fla. 3d DCA 2000) (quoting Cohen v. Beneficial Indus. Loan Corp., 337 U.S. 541, 548, 69 S.Ct. 1221, 93 L.Ed. 1528 (1949)). In such suits, shareholders are permitted to redress rights of action that belong to corporations that have been injured by the acts of the corporations' officers and directors. Provence v. Palm Beach Taverns, Inc., 676 So.2d 1022, 1024 (Fla. 4th DCA 1996). Historically, this right of action spawned abusive, predatory practices, wherein persons acquired shares of stock for the sole purpose of instituting suits. To prevent such "predatory strike suits," Florida, like most jurisdictions, has, by statute, interposed a restriction on would-be plaintiffs known as the "contemporaneous stock ownership rule," which "expressly provides when a shareholder has standing to bring a derivative action." [FN3] Kaplus v. First Continental Corp., 711 So.2d 108, 110 (Fla. 3d DCA 1998) (Emphasis added). "The purpose of this ***91** standing requirement is to ensure that derivative actions are brought only by those individuals who have a legitimate stake in the corporation so that its interests are adequately represented." Id. (citing South End Improvement Group, Inc. v. Mulliken, 602 So.2d 1327, 1330 (Fla. 4th DCA 1992)) (Emphasis added).

FN3. § 607.07401, Fla. Stat. (2002).

[3] Ironically, Appellant relies upon Florida's "contemporaneous stock ownership rule," which was intended to impose additional restrictions on a shareholder's common law right to maintain a derivative suit, to argue that he is not required to have any present stake in the corporation to continue the prosecution of this action. Thus, our analysis of this argument requires that we examine the language of section 607.07401(1), which provides in pertinent part:

> 607.07401 Shareholders' derivative actions.--
> (1) A person may not commence a proceeding in the right of a ... corporation unless the person was a shareholder of the corporation when the transaction complained of occurred....

(Emphasis added). Based on this language, Appellant argues that, because the statute does not expressly require present share ownership, one whose shares are disposed of during the pendency of the suit may nevertheless continue to prosecute a 'shareholder' derivative suit. Indeed, Appellant also acknowledges and advocates that, under his interpretation of the statute, share ownership by the plaintiff is not even essential at the outset of the litigation. We think this construction ignores the language of the statute and does violence to the legislative intent underlying the statute.

Because section 607.07401 does not, by its express terms, purport to create a right of action, we interpret it to recognize the pre-existence of this common law right. By use of the phrase "may not" and the word "unless" the legislature has simply manifested its intent to place additional limits upon this preexisting right to ensure that a plaintiff's stake in the lawsuit is "legitimate," meaning an ownership interest that is not acquired for predatory purposes. The requirement of some continuous stake in the corporation, however, clearly required at common law, is not vitiated by the statute. See Fox v. Prof'l Wrecker Operators of Florida, Inc., 801 So.2d 175 (Fla. 5th DCA 2001) (recognizing that common law right to bring derivative claim against not-for-profit corporation not abrogated by 1993 statutory amendment deleting reference to derivative actions in not-for-profit statute). To hold otherwise would undermine the very purpose for which the statute was enacted by permitting the anomalous result that a plaintiff with absolutely no "dog in the hunt" is permitted to pursue a right of action that belongs

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solely to the corporation. Such a result clearly thwarts the statutory prophylactic designed to ensure "adequate representation" of the corporation by derivative plaintiffs. Nothing in the language of the statute suggests that the legislature intended to so drastically expand this historic right of action in the face of a clear legislative trend in this and other jurisdictions to do just the opposite.

In conclusion, we hold that a plaintiff in a derivative suit, in addition to meeting the requirements of the statute, must meet the common law requirement of continuous ownership throughout the pendency of the suit. [FN4] In holding as we have today, we ***92** align ourselves with the overwhelming majority of courts in other jurisdictions that have confronted this issue. See Schilling v. Belcher, 582 F.2d 995 (5th Cir.1978) (construing Federal Rule 23.1 and precursor to section 607.07401; sale of stock during pendency of appeal from judgment in derivative suit defeats standing to continue); Lewis v. Ward, 852 A.2d 896 (Del.2004) (under Delaware statute, similar to Florida's, loss of ownership of stock through merger during pendency of suit divests plaintiff of standing); Lewis v. Turner Broad. Sys., Inc., 232 Ga.App. 831, 503 S.E.2d 81, 84 (1998) (after loss of share ownership through merger, plaintiffs lost standing to maintain derivative action); A-Plus Janitorial & Carpet Cleaning v. Employers' Workers' Compensation Ass'n, 936 P.2d 916, 924 (Okla.1997), and cases cited therein (under Oklahoma statute, similar to Florida's, continuous ownership required to maintain derivative claim); Christopher v. Liberty Oil & Gas Corp., 665 So.2d 410, 411 (La.Ct.App.1995) (former shareholders of corporation lacked standing under similar statutory scheme); U.S. Fid. & Guar. Co. v. Griffin, 541 N.E.2d 553, 554-55 (Ind.Ct.App.1989) (continuous ownership required to have standing); Weil v. Northwest Indus., Inc., 168 Ill.App.3d 1, 118 Ill.Dec. 717, 522 N.E.2d 172, 174, n. 1 (1988) (share ownership by plaintiff must be maintained during pendency of suit); Yanow v. Teal Indus., Inc., 178 Conn. 262, 422 A.2d 311, 323 (1979) (continuous ownership from time acts occur until judgment required to have standing to maintain derivative suit). [FN5]

FN4. We acknowledge that "shareholder" is a term of art that includes a "beneficial owner." § 607.07401, Fla. Stat. (2002); Provence, 676 So.2d at 1024. Here, however, we reject Appellant's argument that he is a "beneficial owner."

FN5. We recognize that the other proceeding, wherein Appellant's ownership interest was extinguished, is pending on appeal in this court. Should that judgment be reversed in such a manner as to once again vest Appellant with shares in the corporation, the dismissal of this action is without prejudice.

AFFIRMED.

PLEUS, J., concurs.

MONACO, J., dissents with opinion.

MONACO, J., dissenting.

I respectfully dissent. I do so from a number of different perspectives, but the two most important are, first, because I believe the legislature is fully aware of how to draft a statute; and second, because I believe that the appellant, Mark Timko, has a full sized "dog in the hunt." A few of the facts of this case may make clear my position.

In August of 1998, Mr. Timko and one of the appellees, Onofrio Triarsi, formed Ferrari of Central Florida, Inc. ("Ferrari"), in order to operate a Ferrari franchise car dealership in the Central Florida area. The parties agreed that each would own 50% of the shares and, in addition, the individual shareholders agreed that Mr. Timko would act as the president and general manager. In his position as president Mr. Timko was to be responsible for the day-to-day operations of the dealership, and was to receive a salary and benefits, as well as any dividends that might be distributed to him by virtue of his stock ownership interest. The dealership was financed by borrowing $400,000.00 from a person named Oscar Davis. The debt was secured by a promissory note to Mr. Davis. In November of 1998, the dealership opened. While Mr. Timko handled the management of the Ferrari dealership, Mr. Triarsi stayed in New Jersey.

Some time later Mr. Timko was informed by attorneys representing Mr. Triarsi that Mr. Triarsi's recently formed company, Triarsi Enterprises, Ltd., had purchased the $400,000.00 note and other loan documents from Mr. Davis, and that Triarsi

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Enterprises was exercising a "conversion ***93** right" contained within the documents. According to the attorneys representing Mr. Triarsi, this event converted the unpaid balance of the loan from Mr. Davis into 100% of the equity in Ferrari, thus giving Triarsi Enterprises total control over Ferrari, and completely divesting Mr. Timko of his 50% ownership interest in the company.

Following his purported ouster from Ferrari, Mr. Timko filed an action consisting of a four count complaint seeking declaratory relief, an accounting, damages for breach of fiduciary duty, and dissolution of the corporation. Initially, the trial court rendered an order on Mr. Timko's action seeking dissolution of Ferrari pursuant to section 607.1430, Florida Statutes (2000). The court noted that Mr. Triarsi and Triarsi Enterprises had elected their right under section 607.1436, Florida Statutes (2000), to purchase the interest of Mr. Timko in Ferrari for its fair value. The court found that Mr. Timko's share of Ferrari was 50%, and that the value of his 50% share was $138,000.00. The court, however, deferred ruling on the terms and conditions under which payment were to be made to Mr. Timko.

On November 13, 2003, the lower court entered an order and partial final judgment on Mr. Triarsis motion for entry of final judgment determining valuation. The court confirmed that Mr. Triarsi was to pay Mr. Timko $138,000 within ten days after the order became final, and dismissed the remainder of the complaint. The trial court then ordered further that:

> [E]ffective the date of this order, Mr. Timko shall no longer have any rights or status as a shareholder of Ferrari of Central Florida, except the right to receive the amounts awarded by this order, which, subject to all provisions of this order and section 607.1436, shall be enforceable in the same manner as any other judgment.

Mr. Timko appealed this order, and that appeal is currently pending in another proceeding before this court.

Before the entry of the November 13, 2003, partial final judgment, and while he was still a shareholder of Ferrari, Mr. Timko brought a shareholder derivative suit on behalf of Ferrari. His suit sought relief for breach of fiduciary duty and conversion, alleging a usurpation of corporate opportunity by Mr. Triarsi, as well as self-dealing and conversion. In addition, Mr. Timko noted that the corporation had earned substantial profits, about $733,000 of which were attributed to him as a 50% shareholder in income tax documents filed by Ferrari. He asserted that his pro rata share of these profits, however, had never been distributed to him.

After entry of the November 13, 2003, partial final judgment in the earlier suit, Mr. Triarsi and Triarsi Enterprises moved to dismiss the shareholder's derivative action, asserting that Mr. Timko lacked standing to pursue that action, as he was no longer a shareholder of Ferrari. They argued that Mr. Timko lost any rights that he might have had as a shareholder upon the entry of the earlier judgment. The trial court granted the motion to dismiss, and Mr. Timko timely appealed.

The statute governing shareholder derivative actions is section 607.07401, Florida Statutes (2003), the first subsection of which reads, as follows:

> A person may not commence a proceeding in the right of a domestic or foreign corporation unless the person was a shareholder of the corporation when the transaction complained of occurred or unless the person became a shareholder through transfer by operation of law from one who was a shareholder at that time.

***94** Two things are immediately apparent from a plain reading of this statute. First, the only requirement that it places on someone who wishes to bring a shareholder derivative suit is that the person be a shareholder of the corporation when the transaction complained of occurred. It simply does not say that the person seeking to bring the suit must also be a shareholder at all times that the suit is pending. Second, the legislature chose broadly to allow "a person" to commence a proceeding, not the more restrictive "a shareholder." This is of particular interest because the preamble to earlier versions of the statute began "In any action commenced or maintained by a shareholder." See, e.g., § 607.147 Fla. Stat. (1976). Thus, "shareholder" became "person" as the statute matured.

Our legislature is fully capable of drafting statutes. If the legislature had chosen to require that the person maintaining the suit be a shareholder at all times, it would have said so, and it would have

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done so in unambiguous language. There is absolutely no indication in the wording of the statute that would suggest that the legislature was somehow building on a pre-existing common law requirement. Surely it would have said so if that is what it intended. As the statute is clear, there is no reason to resort to statutory interpretation to force additional requirements into it.

The majority nevertheless posits that the legislature in drafting the present statute intended to place additional limits on the common law right of a person to bring a derivative suit, and apparently did not bother to mention that there is another unstated common law requirement that is a prerequisite to standing. With all due respect to the majority, if section 607.07401 is in derogation of the common law, then the tenets of statutory construction dictate that it must be strictly construed. See Florida Dep't of Health and Rehab. Services v. S.A.P., 835 So.2d 1091 (Fla.2002); Humana Health Plans v. Lawton, 675 So.2d 1382 (Fla. 5th DCA 1996). If the statute is strictly construed, then we cannot engraft additional unarticulated requirements into it that have not been approved by the legislature.

The trial court in this action appears to have been convinced that the decision in Schilling v. Belcher, 582 F.2d 995 (5th Cir.1978), compelled a ruling that Mr. Timko lacked standing to bring the derivative action. I think the statutory treatment of Schilling militates in favor of the opposite conclusion.

Schilling involved a derivative action governed by Florida law in which the ultimate holding was that a shareholder who sells his or her stock pending appeal loses standing to further prosecute or defend the case, except to the extent that the judgment runs personally in favor of that person. The federal court rejected an opinion of the Second District Court of Appeal in DiGiovanni v. All-Pro Golf, Inc., 332 So.2d 91 (Fla. 2d DCA 1976), in which the Florida appellate court interpreting a predecessor to the present derivative suit statute held that "one need not even be a stockholder at the time of filing a derivative suit so long as he was one at the time of the transaction complained of." The Schilling court dismissed this holding as "gratuitous dictum," and said simply that the DiGiovanni court "did not correctly state the law." The federal court went on to apply federal law and the federal rules of procedure to this question of standing. Schilling, 582 F.2d at 1001. Among other things, the Schilling court noted that the preamble to the statute referred to the individual bringing the suit as a "stockholder," and apparently drew an inference that the use of that word signaled that one must own shares at the time one commences the suit.

***95** Curiously, however, under the statute through which the Schilling derivative claim was brought, [FN1] one had to demonstrate that the plaintiff was "a stockholder of such corporation at the time of bringing the action and that he was a stockholder of such corporation at the time of the transaction of which he complains," or that he obtained his interest by operation of law. The succeeding statute, [FN2] however, which is quite similar to the current statute, omitted that part of the language requiring the plaintiff to be a stockholder at the time of the bringing of the action. When the DiGiovanni court noticed this glaring omission, it opined that the contemporaneous ownership provision has been eliminated by the legislature. Surprisingly, the Schilling court disagreed.

FN1. § 608.131, Fla. Stat. (1974).

FN2. § 607.147, Fla. Stat. (1976).

It seems to me that if the statute at one time contained a provision for contemporaneous ownership, and if the legislature later removed that language, the legislature is telling us that the requirement has been eliminated. While I certainly respect the Schilling court's determination to apply federal standing requirements to derivative actions, I do not believe that we are bound by or ought to be bound by that conclusion. See Gaillard v. Natomas Co., 173 Cal.App.3d 410, 219 Cal.Rptr. 74 (1985).

I dissent, as well, because I believe that Mr. Timko specifically fulfills all of the requirements imposed by law upon a person seeking to bring a shareholder's derivative suit. He was unquestionably a shareholder at the time of the transaction about which he complains, as required by the statute, and he only ceased being a shareholder as a result of an action taken by the circuit court. He was, as well, as shareholder of Ferrari at the time he filed the derivative action. That he was a shareholder at the time of the commencement of suit is evidenced by the fact that

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Ferrari continued to treat him as a shareholder for tax purposes--even attributing a large share of the profits to him--even though it did not pay him any part of that fund. Of course, I recognize that he put himself at risk for being bought out when he commenced his first suit seeking, among other things, dissolution of Ferrari. Nevertheless, he did not willingly disgorge himself of the shares of that company. It strikes me that the reason the statute is written as it is takes into account this and similar scenarios in which the shareholder loses that status by an operation of law.

Supporting this view is Gaillard. There, where a person lost her status as shareholder by virtue of a merger, the California court concluded that it would be inequitable to require continuing ownership in order to maintain a shareholder derivative suit, saying:

> Moreover, the imposition of a continuing ownership requirement in this case would lead to the incongruous result of barring a lawsuit which challenges the wrongful acts of management in bringing about the merger, because of the merger itself. To hold that a merger has the effect of destroying such causes of action would be tantamount to giving free reign to deliberate corporate pilfering by management and immunizing those responsible from liability by virtue of the merger which they arranged. This would be a grossly inequitable result.

Gaillard, 219 Cal.Rptr. at 79. The same rationale applies to the present controversy.

Finally, the intention behind the standing rule is to ensure that the plaintiff has a ***96** legitimate stake in the corporation in order to adequately represent the corporations interests in the derivative suit. See Provence v. Palm Beach Taverns, Inc., 676 So.2d 1022, 1024 (Fla. 4th DCA 1996). The statute is, indeed, intended to prevent predatory strike suits, as the majority notes. In the present case, however, it is clear that Mr. Timko did not obtain shares of stock in order to bring a strike suit, and that he is fully motivated to represent the interests of the corporation in this action. I see no reason to deny him this opportunity.

I would reverse.

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TAB # 10

District Court of Appeal of Florida, Second District.

Charles A. ALARIO and Syndicated Cinemas, Inc., a Florida Corporation, Appellants,
v.
Fred H. MILLER and Monica F. Miller, his wife, Appellees.

No. 77-29.

Feb. 1, 1978.

Corporate stockholders brought suit against the corporation's other stockholder and its chief executive officer alleging negligence, breach of fiduciary duty, corporate mismanagement, misappropriation and fraud, resulting in the corporation's being rendered virtually insolvent and the shareholders' investment rendered worthless. The Circuit Court, Sarasota County, Gilbert A. Smith, J., rendered judgment for the plaintiffs and defendants appealed. The District Court of Appeal, Boardman, C. J., held that the action could not be brought by the shareholders as individuals, but was a stockholder's derivative action.

Reversed.

West Headnotes

[1] Corporations and Business Organizations ⊜ 2048
101k2048
(Formerly 101k211(2))
Body of complaint determines whether injury is direct as to stockholder and cause of action individual to him, or is indirect as to stockholder and cause of action derivative from corporation.

[2] Corporations and Business Organizations ⊜ 2074
101k2074
(Formerly 101k320(1))

[2] Corporations and Business Organizations ⊜ 2174
101k2174
(Formerly 101k320(1), 101k190)
Action by corporate stockholders against other stockholder and corporation's chief executive officer alleging negligence, breach of fiduciary duty, corporate mismanagement misappropriation of corporate assets, and fraud, resulting in corporation having been rendered virtually insolvent and shareholders' investment rendered worthless, was stockholder's derivative action and not individual action.

[3] Corporations and Business Organizations ⊜ 2029
101k2029
(Formerly 101k202)
If damages are only indirectly sustained by stockholder as result of injury to corporation, stockholder does not have cause of action as individual.

[4] Corporations and Business Organizations ⊜ 2044
101k2044
(Formerly 101k210)
In derivative action, corporation on behalf of which stockholders sue is indispensable party and court has no jurisdiction to adjudicate rights of that corporation in its absence as a party.

[5] Appeal and Error ⊜ 187(3)
30k187(3)
Assertion that suit against corporate shareholder and chief executive officer should have been brought as stockholders' derivative suit could be raised for first time on appeal.

*925 L. Norman Vaughan-Birch of Kirk, Pinkerton, McClelland, Savary & Carr, Sarasota, for appellants.

Allen J. Levin, Port Charlotte, for appellees.

BOARDMAN, Chief Judge.

Appellants, Charles A. Alario and Syndicated Cinemas, Inc. (Syndicated), appeal a final judgment rendered in favor of appellees, Fred and Monica Miller, in the sum of $8,900. We reverse.

*926 Appellees in their individual capacity filed suit against Alario and Syndicated seeking a judgment for damages. Appellees were stockholders of twenty shares of the stock of Englewood Syndicated Cinemas, Inc. (Englewood). The

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remaining eighty shares of stock of Englewood were owned by Syndicated. Alario was at all pertinent times the president, chairman of the board of directors, and chief executive officer of both Englewood and Syndicated. Appellees alleged negligence, breach of fiduciary duty, corporate mismanagement and misappropriation of the corporate assets of Englewood, and fraud by Alario. They alleged that as a proximate result of the wrongful acts of appellants, Englewood had been rendered virtually insolvent and appellees' investment rendered worthless. Englewood was not a party to this suit.

[1][2] The threshold question for our determination is whether appellees have a cause of action in their own right or whether their cause of action is derived from the corporation's right to bring the action. It is the body of the complaint which determines whether the injury is direct as to the stockholder and the cause of action individual to him or is indirect as to the stockholder and the cause of action derivative from the corporation. 13 W. Fletcher, Cyclopedia of the Law of Private Corporations s 5912 (rev. ed. 1970). We have carefully examined the record and have concluded that the gravamen of appellees' action, that is the nature of the injuries alleged and the wrongs sought to be remedied, is a stockholder's derivative action and not an individual action. [FN1] See Gadd v. Pearson, 351 F.Supp. 895 (M.D.Fla. 1972).

FN1. Appellees' allegations of fraud are intertwined with the other allegations and only arguably constitute an individual cause of action. We need not treat this point, however, because our review of the record indicates that the cause of action was not proved and that the judgment was not based on fraud, but if it had been, the judgment would be reversible for failure to carry the burden of proof.

[3] There is a clear and necessary distinction between an individual action and a derivative one. The general rule is stated in 19 Am.Jur.2d Corporations s 528 (1965).

> A stockholder's derivative action is an action brought by one or more stockholders of a corporation to enforce a corporate right or to prevent or remedy a wrong to the corporation in cases where the corporation, because it is controlled by the wrongdoers or for other reasons, fails and refuses to take appropriate action for its own protection. An action brought by a stockholder is derivative if the gravamen of the complaint is injury to the corporation or to the whole body of its stock or property and not injury to the plaintiff's individual interest as a stockholder.

This court in Citizens National Bank v. Peters, 175 So.2d 54 (Fla. 2d DCA 1965) held that:

> A Florida court has defined a derivative suit as an action in which a stockholder seeks to enforce a right of action existing in the corporation. See James Talcott, Inc. v. McDowell, Fla.App.1962, 148 So.2d 36. Conversely, a direct action, or as some prefer, an individual action, is a suit by a stockholder to enforce a right of action existing in him.
>
> What these definitions attempt to convey is that a stockholder may bring a suit in his own right to redress an injury sustained directly by him, and which is separate and distinct from that sustained by other stockholders. If, however, the injury is primarily against the corporation, or the stockholders generally, then the cause of action is in the corporation and the individual's right to bring it is derived from the corporation.

Citizens National Bank, supra, at 56. If the damages are only indirectly sustained by the stockholder as a result of injury to the corporation, the stockholder does not have a cause of action as an individual. See 13 W. Fletcher, Cyclopedia of the Law of Private Corporations ss 5911, 5924, 5926, 5928 (rev. ed. 1970).

***927** In view of our conclusion that the thrust of appellees' action is derivative, appellees by filing this action as individuals misconceived their remedy. For with respect to a stockholder's derivative action:

> The action is not to establish a personal right. Stockholders are permitted to sue ex necessitate rei, and although by the record the corporation may be made a party defendant, the stockholder bringing the action is in fact its representative. Otherwise than in name the action is by the corporation, and if relief be obtained it belongs, not to the stockholder bringing the action, but to the corporation. The cause of action belongs to the corporation and not to the stockholders individually or collectively, and hence the decree ordinarily must award relief to the corporation rather than to the actual plaintiff.

13 W. Fletcher, Cyclopedia of the Law of Private

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Corporations s 5953 (rev. ed. 1970).

[4] The corollary of these principles of law is that in a derivative action the corporation on behalf of which the stockholders sue is an indispensable party, and the court has no jurisdiction to adjudicate the rights of that corporation in its absence as a party, as was the case here.

> The corporation is a necessary defendant. In other words, the corporation on behalf of which plaintiffs sue must be made a party defendant so that a decree may appropriately give the corporation the fruit of any recovery by the plaintiffs. The corporation is not merely a proper party, but is an essential, indispensable party, and the failure to make the corporation a party is not a mere defect of parties but leaves the stockholder without a cause of action and the court without jurisdiction. (Emphasis added.)

13 W. Fletcher, Cyclopedia of the Law of Private Corporations s 5997 (rev. ed. 1970). See 19 Am.Jur.2d Corporations s 572 (1965). It follows that entry of final judgment in favor of appellees in the case before us is contrary to law and constitutes reversible error.

[5] With due respect to the trial judge the issue of the lack of an indispensable party was not raised in the trial court nor did either party argue the point on this appeal. Nevertheless, this issue may be raised for the first time on appeal, and we do so sua sponte. See Martinez v. Balbin, 76 So.2d 488 (Fla.1954); McAdoo v. Moses, 101 Fla. 936, 132 So. 638 (1931); Kephart v. Pickens, 271 So.2d 163 (Fla. 4th DCA 1972).

Accordingly, the final judgment is reversed without prejudice to appellees to institute a derivative action.

REVERSED.

HOBSON and RYDER, JJ., concur.

354 So.2d 925

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TAB # 11

United States District Court,
M.D. Florida,
Orlando Division.

Elizabeth Duda KLOHA, individually and on behalf of A. Duda & Sons, Inc., Plaintiff,
v.
Edward D. DUDA, Ferdinand S. Duda, Clark Daugherty, R. Ray Goode, Allan R. Nagle, William W. Heintz, And A. Duda & Sons, Inc., Defendants.

No. 6:01-CV-1371-ORL-31JGG.

Feb. 14, 2003.

Minority shareholder brought derivative action against corporation and six of corporation's 10 director's, alleging that directors knowingly caused the corporation to become less profitable, and that corporation's refusal to initiate a derivative lawsuit was not based on independent, good faith investigation of shareholder's allegations. The District Court, 226 F.Supp.2d 1342, denied motion to dismiss. Defendants moved for summary judgment. The District Court, Presnell, J., held that: (1) controlling trustee did not exceed authority in voting shares deposited in voting trust in accordance with wishes of controlling shareholders; (2) shareholder could not maintain direct, as opposed to derivative, action; and (3) directors' decision to remain in unprofitable vegetable and citrus businesses was protected by business judgment rule.

Motions granted.

West Headnotes

[1] Trusts ⇐ 177
390k177
Under Florida law, a court cannot interfere with a trustee's actions pursuant to a trust agreement unless the actions were arbitrary, in bad faith, or outside of the trust's authority.

[2] Trusts ⇐ 217.4
390k217.4
Controlling trustee of voting trust did not exceed authority, under Florida law, when he voted deposited shares in accordance with directions of majority shareholders.

[3] Corporations and Business Organizations ⇐ 2174
101k2174
(Formerly 101k190)
Under Florida law, minority shareholder failed to show she suffered any injury, other than diminution in value of her stock shared equally with other shareholders, precluding direct as opposed to derivate suit against controlling shareholders, alleging their actions caused harm to corporation and value of stock.

[4] Corporations and Business Organizations ⇐ 1842
101k1842
(Formerly 101k310(1))
Under Florida law, court is to initially determine whether there was evidence of bad faith, abuse of discretion, fraud or illegal acts, before applying business judgment rule to challenged acts of board of directors. West's F.S.A. § 607.0831.

[5] Corporations and Business Organizations ⇐ 1910
101k1910
(Formerly 101k320(11))
Under the "business judgment rule," as found in Florida law, a court presumes that corporate directors acted in good faith.

[6] Corporations and Business Organizations ⇐ 1885
101k1885
(Formerly 101k310(1))
Under Florida law, directors of corporation engaged in food business exercised their business judgment, in deciding to continue in unprofitable vegetable and citrus fruit production. precluding shareholder's derivative action based on claim that operations were retained in bad faith, to ensure continued employment for controlling shareholders' families.

[7] Corporations and Business Organizations ⇐ 1885
101k1885
(Formerly 101k310(1))
Under Florida law, directors of corporation engaged in food business exercised their business judgment,

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in deciding to continue in unprofitable vegetable and citrus fruit production. precluding shareholder's derivative action brought after those areas of business continued to lose money; subject was thoroughly reviewed, and input received from management, before continuation alternative was chosen in good faith over termination option.

[8] Corporations and Business Organizations ⇐ 1865
101k1865
(Formerly 101k312(5))
Under Florida law, directors of corporation engaged in food business exercised their business judgment, in deciding to sell certain assets as part of ongoing business plan, precluding liability for losses sustained by corporation, despite claim they should have sold other assets in unprofitable vegetable and citrus areas of their business. West's F.S.A. § 607.0830(3).

***1238** Stephen D. Busey, James Arthur Bolling, Smith, Hulsey & Busey, Jacksonville, FL, for plaintiff.

Julie M. O'Daniel, Theodore Joseph Sawicki, Alston & Bird, LLP, Atlanta, GA, Darryl M. Bloodworth, Dean, Mead, Egerton, Bloodworth, Capouano & Bozarth, P.A., Orlando, FL, for defendants.

ORDER

PRESNELL, District Judge.

This cause comes before this Court for consideration on:

1) Defendant Ferdinand S. Duda's Motion for Summary Judgment and, in the Alternative, for Judgment on the Pleadings (Doc. 71), F.S. Duda's Memorandum in Support (Doc. 72), and Plaintiff's Opposition (Doc. 121) thereto; and

***1239** 2) Defendants', Edward D. Duda, Ferdinand S. Duda, Clark Daugherty, R. Ray Goode, Allan R. Nagle, William W. Heintz, and A. Duda & Sons, Inc., Motion for Summary Judgment (Doc. 73), Defendants' Memorandum in Support (Doc. 74), and Plaintiff's Opposition (Doc. 122) thereto.

The Court heard oral argument on January 30, 2003.

I. Background

In 1926, Andrew Duda began farming celery in central Florida, thus starting the family-owned and family-operated company that would become A. Duda & Sons, Inc. ("Duda" or the "Company"). Andrew Duda had three children--Ferdinand, Andrew Luther ("Andrew L. Sr."), and John--all of whom worked for the Company and are otherwise known as "the Three Seniors." In 1953, Duda incorporated, with each of the Three Seniors owning equal shares of the stock. Subsequently, two of the Three Seniors (John and F.S. Duda) joined together to exercise majority control of the Company, and Andrew L. Duda Sr., thus became the minority shareholder. Plaintiff Elizabeth Duda Kloha hails from the Andrew L. Duda Sr. family line.

While vegetables has remained the Company's core business, it has diversified over time into other areas of business, including citrus, real estate, sod, sugarcane, and cattle. In 1996, the Company employed 1,013 full-time workers, with 25 of those employees coming primarily from the third and fourth generations of the Ferdinand and John Duda family lines. Out of those 25 family employees, seven worked directly in the vegetable business, and one worked in citrus. [FN1] Duda reduced the number of full-time employees to 859 in 1999, with six family members in vegetables, and one in citrus. Plaintiff never has worked for the company. [FN2] Defendant Ferdinand S. ("F.S.") Duda (Ferdinand family line) is currently the President and CEO of the Company and serves on the Board of Directors. Defendant Edward Duda (John family line) worked for the Company from 1957 until 1998, but today serves only as Chairman of the Board.

FN1. Plaintiff does not contest the number of family members directly involved in vegetables but notes that most of the other family employees held corporate overhead positions that predominantly supported vegetables and citrus. Moreover, Plaintiff does not assert that the Company should have hired more members from her family line.

FN2. Plaintiff worked part-time at Duda during one summer when she was in college; her husband never did. (Doc. 93 at 14). Plaintiff has not

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attended Board meetings in person, though they have been attended for her by proxy. (Id. at 147-48).

In 1989, a consultant suggested that Duda restructure its seven-member Board of Directors so that a majority of the directors hailed from outside the family. That same year, on November 10, 1989, a majority of Duda's signing shareholders, [FN3] entered a ten-year Voting Trust Agreement (the "Trust"). [FN4] Under this Trust, the signing shareholders transferred their voting rights to the co-trustees, Defendants John [FN5] and F.S. Duda. According to the Trust, the co-trustees were to vote on behalf of the signing shareholders in accordance with the wishes of the majority of Trust shareholders. (Trust at ¶ 5). The current Board has each of the Three Seniors' ***1240** family lines represented by two family members. [FN6]

FN3. None of the Andrew L. Sr. family line participated in the Trust.

FN4. A true and correct copy of the Trust was attached as Exhibit 1 to Defendant F.S. Duda's Memorandum in Support of Summary Judgment (Doc. 72).

FN5. John Duda, who is employed by Duda, hails from the John Duda family line.

FN6. The Company's Bylaws also were amended in June 1997 to provide for a ten-person, rather than a seven-person, Board in which six directors would come from the three Duda family lines, and the remaining four would come from outside the family. As a result of that Amendment, each family line, which previously held one director spot each, was allowed to nominate a second family director. Those six family members then would decide upon a full slate of directors to be voted upon by the shareholders at the annual meetings. The Ferdinand and John family lines nominated their second director per the Amendment. The Andrew L. Sr. line elected not to take advantage of its opportunity to double its representation on the Board. Also in 1997, the family attempted to mediate an agreement to buy out the minority shareholders' stock.

The six Defendant Directors [FN7] were voted onto the Board at various times while the Trust was in place. The Trust was dissolved in mid-1999. At each of the shareholders' meetings held since the Trust's dissolution, a simple majority of shareholders have voted for these same six Defendant Directors.

FN7. Defendant Directors include six of the ten current directors on Duda's Board. The six Defendant Directors are Edward D. Duda, F.S. Duda, Clark Daugherty, R. Ray Goode, Allan Nagle, and William W. Heintz. Of these directors, only Edward and F.S. Duda are members of the Duda family; the others are considered "outside directors." Andrew L. Duda Sr. also was on the Board during the relevant time frame, but is not being sued.

During the 1990s, Duda experienced financial difficulties due to the volatile nature of the vegetable and citrus industries. As a result, the Company's financial records showed substantial losses, and Duda was unable to pay dividends to its shareholders on an annual basis. Concerned with this volatility and loss, the Board of Directors discussed ways to reduce risk and improve profits. Over the course of several years, the Directors implemented several strategies, including: 1) increase handle deals in which Duda would sell crops grown by other companies; 2) enter into contracts with large national retailers, such as Wal-Mart, to provide an established supply of produce at a set price; 3) diversify both business-wise (by expanding certain sod, sugarcane, cattle, and real estate operations in the 1990s), and geographically (by increasing vegetable operations in Texas and California); and 4) redeploy, divest, reorganize, and sell certain vegetable, citrus, and real estate assets to reduce debt, respond to cash-flow deficits, and focus on more profitable operations.

On September 26, 2001, believing these actions to be inadequate, Plaintiff demanded that the Company either purchase the minority shareholders' interests or initiate a shareholder derivative suit. On November 2, 2001, Plaintiff again requested the filing of a derivative suit. In response, the Company ordered an independent investigation of Plaintiff's allegations, but found in its Special Litigation Committee Report that the claims were meritless and that a derivative suit was not in the Company's best interests.

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On November 21, 2001, Plaintiff filed this action, bringing Counts I and II derivatively on behalf of Duda, and Count III individually. In Count I, Plaintiff alleges that F.S. Duda breached the Trust by electing a Board of Directors he knew would agree with him and would not sell the vegetable and citrus operations, which employed members the Ferdinand and John Duda family lines. In Count II, Plaintiff alleges that the Defendant Directors breached their fiduciary duties as corporate directors by failing to exit the losing vegetable and citrus operations. In *1241 Count III, Plaintiff also alleges that F.S. Duda breached the Trust, but brings the claim on behalf of herself as an individual shareholder.

II. Standard of Review

A party is entitled to judgment as a matter of law when the party can show that there is no genuine issue as to any material fact. Fed.R.Civ.P. 56(c). The substantive law applicable to the case determines which facts are material. Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 248, 106 S.Ct. 2505, 91 L.Ed.2d 202 (1986). Summary judgment is mandated "against a party who fails to make a showing sufficient to establish the existence of an element essential to that party's case, and on which that party will bear the burden of proof." Celotex Corp. v. Catrett, 477 U.S. 317, 322, 106 S.Ct. 2548, 91 L.Ed.2d 265 (1986). The moving party bears the burden of proving that no genuine issue of material fact exists. Id. at 323, 106 S.Ct. 2548. In determining whether the moving party has satisfied its burden, the court considers all inferences drawn from the underlying facts in a light most favorable to the party opposing the motion, and resolves all reasonable doubts against the moving party. Anderson, 477 U.S. at 255, 106 S.Ct. 2505. If the record presents factual issues, the court must not decide them, but rather, must deny the motion and proceed to trial. Environmental Def. Fund v. Marsh, 651 F.2d 983, 991 (5th Cir.1981). [FN8]

FN8. All decisions of the Fifth Circuit prior to October 1, 1981 are binding precedent on this Court. Bonner v. City of Prichard, 661 F.2d 1206, 1209 (11th Cir.1981) (en banc).

III. Analysis

A. Count I--Derivative Claim of Breach of Trust

[1][2] Plaintiff argues that F.S. Duda [FN9] breached his Trust duties to all shareholders by purposefully electing a Board of Directors who would agree not to exit unprofitable operations in order to continue employment of Duda family members.

FN9. Plaintiff elected to sue only F.S. Duda, rather than both F.S. and John Duda as co-trustees, because she claims that F.S. Duda was the controlling trustee.

A court cannot interfere with a trustee's actions pursuant to a trust agreement unless the actions were arbitrary, in bad faith, or outside of the trust's authority. In re Moir Hotel, 186 F.2d 377, 382 (7th Cir.1950) ("So long as a trustee is exercising discretionary powers conferred upon him, honestly and reasonably, a court ... has no right to interfere."); Scott v. Arden Farms Co., 28 A.2d 81 (Del.Ch.1942) [FN10] (holding that voting trust certificate holders [FN11] were bound by the voting trustees' acts if those acts were done in good faith and within the scope of their authority). The Court cannot stray from the plain terms of the Trust. Warehime v. Warehime, 563 Pa. 400, 761 A.2d 1138 (2000) (reversing lower court for straying from the requirements set forth in the plain terms of the trust agreement). Here, the terms of the Trust limited the scope of F.S. Duda's authority as co-trustee to vote the shares deposited pursuant to the Trust *1242 "in accordance with the direction of the holders of Trust Certificates not representing less than a majority of the shares deposited hereunder." (Trust at ¶ 5(i)). Thus, F.S. Duda had no discretion to vote in a particular way, but in fact was obligated to vote as the majority wished. The only semblance of discretion afforded to F.S. Duda as co-trustee was a directive to exercise "reasonable care." (Id. at ¶ 10).

FN10. In re Southeast Banking Corp., 855 F.Supp. 353, 359 n. 4 (S.D.Fla.1994) (Florida courts may rely on Delaware law to construe Florida's corporate doctrines); accord Connolly v. Agostino's Ristorante, Inc., 775 So.2d 387, 388 n. 1 (Fla. 2d DCA 2000).

FN11. The Court recognizes that Plaintiff here is not a Voting Trust Certificate Holder, but that fact does not render the holding of the Scott case--that a court will not disturb a trustee's good faith acts

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done within the scope of his authority--inapplicable to the case at bar.

Plaintiff has cited no evidence demonstrating that F.S. Duda voted in any manner other than the manner that the majority of the Trust Certificate Holders wished, as required by the plain terms of the Trust. Plaintiff also has not produced any evidence that F.S. Duda acted unreasonably, fraudulently, or in bad faith in violation of the Trust's terms or applicable case law. Plaintiff claims there is "record evidence" of F.S. Duda's bad faith and purposeful mismanagement, but the "evidence" she cites includes only conclusory statements that F.S. Duda purposefully elected a "yes men" Board. [FN12] Such unsubstantiated, conclusory allegations are insufficient [FN13] to survive summary judgment. [FN14] Moir Hotel, 186 F.2d at 382 (a court will not interfere with the exercise of a trustee's powers absent proof of fraud, bad faith, or abuse of discretion).

FN12. Plaintiff cites, for example, the deposition of her sister, Dorothy Wise, who states: "I think [the Directors] purposefully accommodated Ferdinand's wishes." (Doc. 98 at 48), and "If they considered [getting out of vegetables], I know that Ferdinand would stonewall that, that he does not want us to ever get out of vegetables." (Id. at 56).

FN13. In fact, the record establishes the opposite. First, the Directors continued to vote for the same Board for several years after the Trust's dissolution in 1999. Second, F.S. Duda did not support only a "yes men" Board, for in 1999, he nominated Bruce Hrncir, who, prior to the nomination, regularly voiced objections to and voted against F.S. Duda in shareholder meetings.

FN14. Plaintiff claims that F.S. Duda has put forth a "Nuremberg" defense by ignoring his duty to resign as fiduciary. In support, Plaintiff cites In re Kitchen Factors, 143 B.R. 560 (9th Cir.BAP 1992), which held that an attorney should seek to withdraw or recommend the client to obtain a second legal opinion where the trustee/debtor-in-possession continues to pursue efforts to collect a debt in a non-cost effective manner. Id. at 562-63. Not only are the facts in that case wholly dissimilar to the facts at bar, but the holding also has no bearing on this shareholder's breach of trust claim against a corporate director. Kitchen Factors in no way compels the result that F.S. Duda should have resigned as fiduciary, and in fact, the Court does not see how the case has any relevance to the instant matter.

B. Count III--Direct Claim of Breach of Trust

[3] Plaintiff asserts that she has standing [FN15] to bring a direct claim against F.S. Duda for breach of trust because under the terms of the Trust, F.S. Duda owes her, as a shareholder, a fiduciary duty. The Court notes, however, that the law is well-established that if a plaintiff sues in a stockholder capacity for corporate mismanagement, she must sue derivatively in the corporation's name. Empire Life Ins. Co. of Amer. v. Valdak Corp., 468 F.2d 330, 335 (5th Cir.1972). Plaintiff argues that because the Trust explicitly names all shareholders as beneficiaries that she falls into the one exception to the rule regarding derivative suits. That one exception allows an individual to sue on her own *1243 behalf if she: a) is not similarly situated to other shareholders; b) suffers a distinct injury--i.e., special damages--from the other shareholders; and c) does not have the same opportunity to be made whole by a corporate recovery. Citibank v. Data Lease Fin. Corp., 828 F.2d 686, 693 (11th Cir.1987). Plaintiff must show, therefore, that she seeks to enforce a right of action unique to her, rather than address an injury mainly to the corporation, or to the whole body of its stock. Hodges v. Buzzeo, 193 F.Supp.2d 1279, 1288 (M.D.Fla.2002).

FN15. Plaintiff claims--without any legal support--that F.S. Duda waived any lack-of-standing defense to bring Count III directly. The Federal Rules of Civil Procedure do not require a party to plead a lack-of-standing defense with particularity, as Plaintiff asserts. Thus, Defendant's blanket affirmative defense stating that "Plaintiff does not have standing to bring the claims asserted ..." is sufficient to plead the affirmative defense of standing.

In support, Plaintiff relies primarily on Salit v. Ruden, McClosky, 742 So.2d 381 (Fla. 4th DCA 1999), in which the court held that an injurious falsehood count properly was brought as a direct claim. Id. at 389. Salit, however, does not help Plaintiff's case, for the direct claim in Salit was proper only because those plaintiffs allegedly

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suffered property damages unique to themselves and distinct from the other shareholders. Id. Thus, those plaintiffs did not sue the majority shareholders for decreased value of stock but rather for their personal property interests. Id.

Plaintiff in the instant case does not claim to enforce any personal property interests distinct from other shareholders but rather claims that her damages were distinct because, unlike family shareholders who were employed by Duda, she did not receive compensation and benefits from the Company. [FN16] The fact that certain family shareholders are employees and thus receive compensation does not, however, distinguish Plaintiff as a shareholder for purposes of her damages suffered in relation to other shareholders. By her own implication, Plaintiff admits that the family employees at Duda have suffered the same stock value decline, and would have suffered the same stock decline with or without their employment. For this reason, Plaintiff has failed to show that her damages are distinct from those of any other shareholder. Rather, she has demonstrated only injury to the corporation that indirectly affected her as a shareholder. Such indirect injury is insufficient to maintain a direct claim for breach of trust. Hodges, 193 F.Supp.2d at 1289 (requiring a counterclaim to be brought as a derivative action unless the counterclaimant could show direct injury). Accordingly, Plaintiff cannot bring this claim on her own behalf, and summary judgment also is appropriate as to Count III. [FN17]

FN16. Specifically, Plaintiff asserts that where F.S. and Edward Duda cushioned their decline in stock value by substantial income resulting from employing themselves and their family members, Plaintiff and her immediate family bore the full burden of her stock's decline in value. It is of no relevance for a breach of trust claim, but the Court notes that Plaintiff admitted she never sought to or wanted to work for Duda. (Doc. 93 at 15).

FN17. This Court's decision is supported by the policy behind derivative actions: "If each shareholder could sue individually for his losses, the wrongdoer would be subject to 'as many suits ... as there were stockholders in the corporation.' " Empire Life Ins. Co. of Amer., 468 F.2d at 335. Indeed, in her deposition, Plaintiff testified that she hopes to recover losses that she personally suffered as a shareholder, i.e., her eight percent share of the Company. (Doc. 93 at 106).

C. Count II--Derivative Claim of Breach of Fiduciary Duty

[4][5] Defendant Directors move for summary judgment on Count II, asserting that the business judgment rule shields them from liability. [FN18] Under the business ***1244** judgment rule, a court presumes that corporate directors acted in good faith. In re Bal Harbour Club, Inc., 316 F.3d 1192 (11th Cir.2003); [FN19] Cottle v. Storer Comm., Inc., 849 F.2d 570, 574 (11th Cir.1988). The rule prevents a court--which may possess less business expertise than the corporate directors--from calling upon directors to account for their actions, no matter how poor their business judgment, absent a showing by the plaintiff of abuse of discretion, fraud, bad faith, or illegality. Bal Harbour Club, 316 F.3d at 1192; Cottle, 849 F.2d at 575. The rule also prevents a factfinder from using hindsight to second-guess directors' business decisions. Bal Harbour Club, 316 F.3d at 1192 (citing F.D.I.C. v. Stahl, 89 F.3d 1510, 1517 (11th Cir.1996)). [FN20]

FN18. Plaintiff asserts that based on Florida Statute § 607.0831(1)(b)(4), the Court must resolve whether the Defendant Directors acted with conscious disregard for the Company's interests before determining whether those Directors are protected by the business judgment rule. This statement is not true. Rather, the Court initially must determine whether the business judgment rule applies by assessing whether there is evidence of bad faith, abuse of discretion, fraud, or illegal acts. The Court only needs to apply the conscious disregard standard if the business judgment rule is overcome and liability is asserted against corporate directors in a personal capacity. Connolly v. Agostino's Ristorante, Inc., 775 So.2d 387, 388 (Fla. 2d DCA 2000) (noting that Florida Statute § 607.0831 "neither imposes any duties on corporate directors nor creates any causes of action against them.").

FN19. "In using the word 'presumption' ... in articulating the business judgment rule, the courts have not intended to create a presumption in the classical procedural sense.... Rather, the courts are merely expressing the substantive rule of director liability." Bal Harbour Club, 316 F.3d at 1192.

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FN20. The case law--such as Stahl--remains unclear as regards the complete relationship between the business judgment rule and Florida Statute § 607.0830. That statute provides that: A director shall discharge his or her duties as a director, including his or her duties as a member of a committee: (a) In good faith; (b) With the care an ordinarily prudent person in a like position would exercise under similar circumstances; and (c) In a manner he or she reasonably believes to be in the best interests of the corporation. Although addressing that statute in various contexts, including non-derivative claims, the courts appear to read the three prongs of the statute--good faith, due care, and acting in the company's best interests--in the conjunctive when applying the business judgment rule. That is, in order to find liability, a plaintiff must establish not just that the corporate directors acted negligently--as in prong (b) of the statute, Stahl, 89 F.3d at 1517--but rather a plaintiff must show the directors acted negligently, and in bad faith, and in a manner not reasonably believed to be in the company's best interests. The business judgment rule thus appears to be in harmony with the statute.

Plaintiff claims that the Defendant Directors breached their fiduciary duties by: 1) making decisions based on family employment concerns; 2) failing to exit the historically and predictably unprofitable vegetable and citrus operations; and 3) selling assets to fund the operating losses of vegetables and citrus.

1) Family Employment

[6] Plaintiff claims that Defendant Directors caused the Company to remain in the losing operations of vegetables and citrus because they were beholden to F.S. Duda, who wanted to ensure continued family employment. In support of this claim, Plaintiff cites Larry Singleton's testimony, Minutes from both Shareholders' and Board of Directors' Meetings, and an Interview Summary by the Special Litigation Committee, as identified in detail below.

a) Larry Singleton's Testimony

When Larry Singleton--who has been submitted to this Court as an expert for Plaintiff [FN21]--was serving as a consultant to ***1245** the Company, he heard outside director Clark Daugherty say at a 2000 Board meeting:

FN21. Defendants moved this Court In Limine to preclude Singleton from testifying at trial for several reasons. Specifically, Defendants claimed that Singleton improperly would opine on an ultimate issue if the Court permitted testimony that the Defendant Directors breached their fiduciary duties by failing to sell the losing citrus and vegetables operations. For example, Plaintiff proposed to submit Singleton's testimony that: I think it was a breach of their fiduciary duty to not have actually been out by the end of '95. There was adequate evidence in the earlier years, going back seven years, of what was going on there.... They should have seen it. It was predictable and they should have done something about it so they never would have suffered the losses from '96 through '99. (Doc. 94 at 260-61). Without ruling on Defendant's Motion In Limine, the Court notes that it will not here consider this or any other part of Singleton's testimony regarding such ultimate conclusions.

> There is nothing that you're saying that's rocket science. We've considered these alternatives before, but there are family considerations. If it weren't for the family, we probably wouldn't be in vegetables at all.

(Doc. 118, Pl.'s Ex. 23, at ¶ D; see also Doc. 94 at 225). Singleton testified that after Daugherty made this statement, no Board member disagreed. (Doc. 94 at 226-228).

In this same report, Singleton also claimed that when discussing termination or reorganization of unprofitable operations, F.S. Duda responded, "if Duda family members couldn't work in the business, [I] might as well sell it." (Doc. 118, Pl.'s Ex. 23, at ¶ E; see also Doc. 94 at 229-32).

b) January 1997 Shareholders' Meeting Minutes

Plaintiff testified that family, rather than business, concerns drove the Defendant Directors' decisions. (Doc. 93 at 99-101). Plaintiff cites an Overhead Cost Reduction Committee report, saying it "is not looking at family members" when implementing cost reductions. (Doc. 83, Tab 17, at 7).

c) Minutes from Board of Directors' Meeting of

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Plaintiff points out that the Minutes from a Board of Directors' Meeting list as one of six rationales for continuing to participate in the vegetable business, "More than half a dozen Duda family members have interesting and challenging jobs in the fresh market business." [FN22] (Doc. 82).

FN22. The other five listed rationales were: 1) the Company's strategic capabilities lay in production and marketing of fresh market product; 2) expectation of continued market growth due to health-conscious aging population and reduced competition; 3) short-term and long-term cost competitive production locations; 4) ties between the fresh citrus and fresh vegetable business; 5) fresh vegetable business provides operating capital for other divisions during fiscal year. (Doc. 82).

d) Special Litigation Committee Interview Summary

According to a Special Litigation Committee Interview Summary, Dorothy Wise [FN23] said that "citrus and vegetables were 'Ferdinand's baby,' " and that " 'If I and my children can't have jobs in this family what do I need Duda for?' " (Doc. 123 at 2).

FN23. Dorothy Wise never worked for the Company. Her husband worked there for only a summer or two during college, about three decades ago. (Doc. 98 at 28). She has attended most Board meetings from 1989 to the present. (Id. at 38).

e) Sufficiency of the Evidence

Plaintiff has not produced evidence sufficient to overcome the presumption that the *1246 Defendant Directors acted in good faith. This Court will not substitute its judgment where the Board's decisions can be attributed to rational business purposes. Unocal Corp. v. Mesa Petroleum Co., 493 A.2d 946, 954 (Del.1985).

Directors may, under Florida law, consider how a business decision will affect employees. Fla. Stat. § 607.0830(3). Here, the record establishes that Defendant Directors properly considered impact on employees, including family members, as one of many factors. (See, e.g., Doc. 90 at 85: "We looked at all our employees to see whether we needed them or not, family included."). No Director, including F.S. Duda himself, disputes that F.S. Duda felt strongly about family employment as an important facet to this family-run business. (See, e.g., Doc. 97 at 158; Doc. 90 at 103, 106). However, there is no evidence that F.S. Duda continued operating the vegetable and citrus businesses solely or even primarily to employ his family members. Plaintiff also has produced no evidence that the family employees lacked qualifications, received unreasonable compensation, or enjoyed undue advantage. In fact, the record shows the opposite. The family employees' compensation was reasonable and consistent with the pay for similar positions in the market. [FN24] In addition, Plaintiff's accusation makes no sense economically, for it would be irrational for a family-run business to intentionally lose millions of dollars of shareholder value in order to sustain family employment when the employees' compensation is meager compared to shareholder dividends. (Doc. 84, Tab 22 at ¶¶ 41-44). Plaintiff has produced no evidence to show that the Defendant Directors, by continuing to employ family members, exercised bad faith, acted fraudulently or illegally, or abused their discretion.

FN24. (See Doc. 84, Tab 22 at ¶¶ 46-7).

2) Defendants Should Have Known to Exit Losing Operations Before 1996

[7] Plaintiff asserts that the Board knew that citrus and vegetables were predictable losers or underperformers by 1995 but failed to sell those operations to the detriment of the shareholders. Plaintiff points to several pieces of evidence in support of this assertion, including Larry Singleton's testimony, Directors' discussions, depositions of minority shareholders, and certain other documents, as identified below.

a) Singleton's Testimony

Singleton testified that, based on his analysis using the economic value added ("EVA") method, [FN25] citrus was a "value destructor" or underperformer and the vegetable business was a predictable loser for Duda. (Doc. 94 at 109-10). Singleton also testified, based on an analysis of the Company's financial records and allocation of

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expenses (or lack thereof), [FN26] that the Defendant Directors should have seen the downward trend in vegetables and citrus and sold or restructured those operations. [FN27]

FN25. The EVA method is a tool to measure a company's profitability.

FN26. Singleton claims the records show that vegetable and citrus operations lost tens of millions of dollars during the years 1989-95. Defendant Directors assert that the Company's actual performance contradicts Singleton's figures, but the Court must consider the facts in a light most favorable to Plaintiff.

FN27. When Singleton served as a consultant to Duda, he recommended that the Board sell the vegetable and real estate businesses, not the citrus business.

*1247 b) The Defendant Directors Often Discussed the Businesses' Volatility

Plaintiff suggests that the Defendant Directors knew that the vegetable and citrus businesses should be cut by 1995 because they often discussed the volatility and weaknesses of those businesses. In support, Plaintiff submits portions of Duda Minutes, memoranda, and reports. First, Plaintiff submitted the Minutes of the December 9, 1994, Annual Shareholders Meeting (Doc. 83, Tab 17), which stated, "Chairman [Edward] Duda ... indicated that the major problem was in vegetables, but that other areas did fairly well. [He] noted that vegetables have always been, and will continue to be, very volatile in nature...." Plaintiff did not note that this sentence continues, "but that the company has been working very hard since 1986 to diversify its holdings." (Id.).

Second, Plaintiff submits a June 5, 1996, Memorandum from Edward Duda to the Board of Directors (Doc. 99, Pl.'s Ex. 56), which notes, "The past ten years have demonstrated that ... fiscal 1996 will represent the fourth loss in seven years." Of course, this sentence is but one in a two-page memorandum, which goes on to discuss various studies of Duda's vegetable operations and plans to increase California vegetable operations in order to help stabilize prices and "improve our financial position."

Third, Plaintiff submits the Final Report of Vegetable Restructure Committee of July 1997 (Doc. 99, Pl.'s Ex. 3), which states, "The viability of the vegetable business has been questioned often and seriously for quite some time."

c) Historically Unsuccessful Actions

Plaintiff claims that steps the Defendant Directors did take to address the Company's financial problems were historically unsuccessful. For example, Plaintiff offers a 1993-94 Profit Plan & Strategic Plan Review by Barton Weeks, [FN28] which recognized NAFTA as a threat posed to Florida agriculture but that never dealt with how to alleviate the problem. (Doc. 72, at Ex. I). Plaintiff also cites the depositions of minority shareholders. For example, Dorothy Wise testified, "I don't know that [the Directors] accomplished anything or really did anything different than they had in the past." (Doc. 98 at 47). Luther Duda testified, "They've [the Directors] gone through the motions [of taking steps to increase profitability]. They've made some changes but they are woefully inadequate." (Doc. 91 [FN29] at 51-52). Plaintiff cites the Special Litigation Committee Report, insisting that the Defendant Directors also failed to adequately deal with environmental factors, perishability, foreign competition, pests and diseases, and diminished grapefruit consumption. (Special Litigation Committee Report at 36-37).

FN28. Weeks is currently the CFO of Duda's real estate company, Viera. (Doc. 97 at 9). He attends Board meetings, though not regularly. (Id. at 12).

FN29. Luther Duda worked for the Company from 1961 until 1995, and served on the Board until it was reduced to seven members. (Doc. 91 at 8, 16).

Finally, Plaintiff argues that because some steps--such as diversification into California and Texas and targeting large customers for contract or handle deals--were begun in the early 1990s but did not show immediate success, the Defendant Directors should have predicted by 1995 that these steps were not working and instead should have sold the relevant agribusinesses.

d) Sufficiency of the Evidence

Rather than producing evidence that the Defendant

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Directors acted in bad faith, *1248 Plaintiff has convinced this Court of the opposite, i.e., that they acted with good faith in contemplating how to deal with the volatile agribusinesses. [FN30] Indeed, the Defendant Directors not only knew about the threats and weaknesses to the agribusinesses, but they addressed them via reports, studies, discussions, and committees, and ultimately conceived of and implemented strategies and plans to reduce risks and increase profits. (See, e.g., Doc. 97 at 76, 86, 117-19; Doc. 89 at 53-54, 69; Doc. 96 at 63-64, 88; Doc. 90 at 64). Consistent with Florida Statute § 607.0830(2)(a) and (b), the Board regularly requested materials from management to help guide its decisions and to arrive at a consensus of best next steps. (See Doc. 84, Tab. 23, at ¶¶ 4-7; Id., Tab 24; at ¶¶ 2-5; Doc. 114 at ¶¶ 4-7; Doc. 108 at ¶ ¶ 5-8; Doc. 109 at ¶¶ 2-5; Doc. 107 at ¶¶ 2-5). The Defendant Directors, along with the rest of the Board, even discussed and contemplated the very strategy urged by Plaintiff--exiting the vegetable business. Ultimately, the Board determined that exit would not be valuable to shareholders [FN31] and thus decided instead to pursue long-term [FN32] strategies to reduce volatility, including: 1) increasing handle deals, 2) increasing contracts with national retailers, 3) diversifying, and 4) redeploying assets. [FN33] The fact that those strategies may not have produced immediate profits or annual dividends in no way evinces bad faith to prevent application of Florida's business judgment rule. See, e.g., Unocal, *1249 493 A.2d at 958 (holding that the board's actions were entitled to business judgment rule standards because the board acted in good faith and upon reasonable investigation); Treadway Cos. v. Care Corp., 638 F.2d 357, 384 (2d Cir.1980) (holding that the record--which revealed the directors engaged outside firms, were informed, and asked numerous questions to help them deliberate on a proposed merger--provided no adequate basis for finding lack of good faith). Plaintiff here has not overcome the presumption of the business judgment rule that Defendants acted in good faith. [FN34]

FN30. It is not surprising that Plaintiff had to base her lawsuit only on the results of the Board's actions, i.e., loss and lack of dividends in certain years, for she and other minority shareholders admit that they did not know what actions the Board took to improve profitability of the operations at issue. (See, e.g., Doc. 93 at 36-37, 161; Doc. 98 at 47). Indeed, Plaintiff admits, as she must, that it is the Board's, not the shareholders', responsibility to resolve the problems at hand. (See, e.g., Doc. 93 at 91, 118). The only thing Plaintiff knew for certain was that "whatever [the Directors] tried didn't work." (Id. at 92). She bases her complaint on one accusation: "they did not solve the problem by cutting the losses in vegetables and citrus." (Id. at 158). Plaintiff even admitted that she could only speculate as to what the Board considered when they decided to stay in the vegetable business. (Id. at 101). Wise also admits that she was not "privileged" to what the Board used to decide whether to stay in the vegetable business, (Doc. 98 at 57) and that it is "not my job" to know what the Board could have done to improve profitability. (Id. at 69). Luther Duda also testified that he only knows the results of what the Board did, not necessarily what the Directors actually did or did not do as far as steps taken. (Doc. 91 at 34).

FN31. As Clark Daugherty testified, "You don't just go out of major parts of your business simply because they have one or two bad years, even in a row, if you feel that there's an opportunity to move forward with them." (Doc. 86 at 178). In fact, the last two years have shown profits for the Company. (Doc. 90 at 70).

FN32. Plaintiff also has shown no evidence that the Defendant Directors knew of threats and weaknesses and took actions they knew to be historically unsuccessful. First, as discussed, they did take some actions, and some directors testified that these risk-reducing changes could not have been made any faster. (See, e.g., Doc. 86 at 71; Doc. 90 at 124). Second, implementing a strategy that does not produce results until five to ten years hence does not reveal bad faith. Moreover, directors testified that "history" is not always a reliable predictor when an industry is in flux and/or a transitional period. (Doc. 97 at 133). Indeed, during the years at issue, both the vegetable and citrus industries were volatile, not just for Duda, but for all involved in those businesses. (Doc. 90 at 60; see also Doc. 86 at 71: "This is an industrial [sic] that is in evolution and flux and I think substantial progress has been made.").

FN33. It is of no import, as Plaintiff asserts, that the assets were not deployed in a manner to give shareholders dividends in certain years. (Doc. 93

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at 120-21).

FN34. Although the Court need not reach the issue of conscious disregard in relation to these Defendant Directors, it notes that if it had, Defendants did not cite case law which would have served as precedent. Coleman v. Associated Pipeline Contractors, Inc., 444 F.2d 737 (5th Cir.1971), a wrongful death case, construes Mississippi law regarding a contractor's duty, not a corporate director's duty. Rommell v. Auto. Racing Club of America, Inc., 964 F.2d 1090 (11th Cir.1992) is a car explosion case construing Alabama law and has nothing to do with corporations or standards for corporate directors.

Moreover, Defendants did not wholly fail to allocate expenses. (See, e.g., Doc. 97 at 25, 31, 41-44; see also Doc. 84, Tab 22 at ¶¶ 50-55). Rather, Plaintiff's own evidence shows that Duda did allocate, just not to the same degree or in the same manner as Singleton suggests. (See, e.g., Doc. 118, referring to Overhead Allocation figures by Goldman Sachs, Lancaster, and Duda, gleaned from Pl.'s Ex. 20, 21, and 29, respectively; see also Doc. 97 at 42-43; Doc. 89 at 34). Even if the Court adopted Singleton's EVA allocation approach--which itself is but one method of economic analysis (Doc. 97 at 132)--which reveals significant losses, that still does not provide evidence sufficient to overcome the business judgment rule. Bal Harbour Club., 316 F.3d at 1192 (directors will not be called to account for their actions, no matter how poor their business judgment, absent a showing of abuse of discretion, fraud, bad faith, or illegality).

3) Selling of Assets

[8] Finally, Plaintiff asserts that the Defendant Directors approved asset sales in the 1990s to fund operating losses. As evidence, Plaintiff offers a Long-Range Strategic Plan adopted by the Board of Directors on November 1, 1996, and a Table from the Special Litigation Committee Report, which reflect that assets were sold to reduce debt and respond to cash-flow deficits. Plaintiff testified that the Defendant Directors should have sold the vegetable and citrus operations rather than the assets they did sell, because the vegetable and citrus operations were the ones losing money. (Doc. 93 at 95).

As above, there is no evidence that the Defendant Directors sold the relevant assets in bad faith. Defendant Directors do not dispute that they sold assets to reduce debt and to use the sales' proceeds to mitigate certain operating losses. (Doc. 97 at 68; Doc. 90 at 65-66). However, the record establishes that the Company sold these assets under threat of condemnation, as part of the Company's reorganization and disposal of under-productive assets, or simply as part of the company's consistent practice to buy and sell assets. Thus, the assets were sold based on rational business purposes, not as part of a bad-faith design to cover for operating losses. (Doc. 84, Tab 30 at ¶¶ 1-3; Doc. 84, Tab 22 at ¶¶ 34-36). Plaintiff has produced no evidence, other than conclusory statements, to the contrary.

IV. Conclusion

There are no material facts in dispute in this case. The only dispute is the inference ***1250** Plaintiff seeks to draw from the facts--that Defendants acted in bad faith by not selling the Company's citrus and vegetable operations. Such an inference, however, is simply not supported by the facts. At best, Plaintiff's claims reflect hindsight judgment that the Defendant Directors could have done a better job developing and implementing different plans to address complex financial problems. Because the business judgment rule shields these Directors from liability, the Court need not reach the issue of their personal liability nor of damages. For all the foregoing reasons, it is therefore

ADJUDGED and ORDERED that Defendant's, Ferdinand S. Duda, Motion for Summary Judgment as to Counts I and III (Doc. 71) is GRANTED, and Defendants,' Edward D. Duda, Ferdinand S. Duda, Clark Daugherty, R. Ray Goode, Allan R. Nagle, William W. Heintz, and A. Duda & Sons, Inc., Motion for Summary Judgment as to Count II (Doc. 73) is GRANTED. All other pending motions are DENIED AS MOOT. This case is removed from this Court's April trial docket, and the Pretrial Conference scheduled for March 12, 2003, is cancelled.

246 F.Supp.2d 1237

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TAB # 12

468 F.2d 330
11 UCC Rep.Serv. 594
(Cite as: 468 F.2d 330)
<KeyCite Citations>

United States Court of Appeals,
Fifth Circuit.

EMPIRE LIFE INSURANCE COMPANY OF AMERICA, Plaintiff-Appellee,
v.
VALDAK CORPORATION, Defendant-Appellant.

No. 72-1063.

Oct. 12, 1972.
Rehearing Denied Nov. 10, 1972.

Action for deficiency judgment after plaintiff's foreclosure sale of stock pledged by defendant as collateral for loan, wherein defendant filed counterclaim for fraudulent depletion of the collateral. The United States District Court for the District of Texas, at Dallas, Sarah Tilghman Hughes, J., dismissed the counterclaim and defendant appealed. The Court of Appeals, Goldberg, Circuit Judge, held that security agreement entered into ten months before effective date of Uniform Commercial Code in Texas, where acts were to be performed, or in North Dakota, where the agreement was executed, was governed by the prior law, even as to those aspects of transaction, including the foreclosure, that took place after the effective date of the Code. The Court also held that counterclaim of defendant stated cause of action for intentional depletion of collateral by plaintiff which controlled the company represented by the stock pledged.

Reversed and remanded.

West Headnotes

[1] Secured Transactions ⇦ 9
349Ak9
Security agreement entered into ten months before effective date of Uniform Commercial Code in Texas, where acts were to be performed, or in North Dakota, where the agreement was executed, was governed by the prior law, even as to those aspects of transaction, including the foreclosure, that took place after the effective date of the Code. V.T.C.A., Bus. & C. §§ 10.101 et seq., 10.102(2).

[2] Pledges ⇦ 56(1)
303k56(1)
Law prior to Uniform Commercial Code with respect to foreclosure sale merely required pledgee to dispose of collateral in good faith.

[3] Federal Courts ⇦ 614
170Bk614
(Formerly 30k171(1))
Generally, party should be held bound by whatever theory of law he argued in lower court and, in absence of manifest injustice, appellate court should not allow party to attempt a whole new theory after he has been unsuccessful at trial.

[4] Federal Courts ⇦ 614
170Bk614
(Formerly 30k171(1))
Rationale for rule that party should be held bound by whatever theory of law he argued in lower court is derived from need of judicial economy and desirability of having all parties present all their claims in court of first instance.

[5] Federal Courts ⇦ 937.1
170Bk937.1
(Formerly 170Bk937, 106k406.9(9), 106k9(9))
Court of Appeals, as matter of discretion, in case which must be remanded for trial on counterclaim, would remand case for retrial of plaintiff's claim which had been tried by both parties and trial court under improper assumption that the Uniform Commercial Code applied.

[6] Federal Courts ⇦ 611
170Bk611
(Formerly 30k169)
As matter of discretion, appellate court may pass upon issues not pressed before it or raised below when ends of justice will be best served by doing so.

[7] Federal Courts ⇦ 611
170Bk611
(Formerly 30k169)
Appellate review does not consist of supine submission to erroneous legal concepts, even though none of the parties declaimed the applicable law below.

[8] Federal Courts ⇦ 611

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170Bk611
(Formerly 30k169)
Court of Appeals has duty to enunciate law on the record facts and neither parties nor trial judge, by agreement or passivity, can force Court of Appeals to abdicate its appellate responsibility.

[9] Corporations and Business Organizations ⚿ 2079
101k2079
(Formerly 101k320(4))
Generally, plaintiff who sues in stockholder capacity for corporate mismanagement, must bring suit derivatively in name of corporation so that each shareholder will be made whole if corporation obtains compensation or restitution from the wrongdoer.

[10] Corporations and Business Organizations ⚿ 1933
101k1933
(Formerly 101k320(4))
If act of corporate mismanagement creates not only cause of action in favor of corporation but also in favor of one stockholder, as an individual, for violation of a duty owing directly to him, stockholder, individually, may sue wrongdoer.

[11] Secured Transactions ⚿ 165
349Ak165
Generally, law implies duty in pledgee of stock to preserve value of any collateral held by him to secure a loan.

[12] Secured Transactions ⚿ 165
349Ak165
Fact that pledgee of stock controls company represented by stock does not eliminate its duty not to deplete the collateral intentionally.

[13] Secured Transactions ⚿ 171
349Ak171
Fact that pledge by defendant, who was sued for deficiency judgment at foreclosure sale, was stock and that any manipulated depreciation of the stock by plaintiff, which controlled the corporation represented by the stock, would give rise to derivative suit by defendant as stockholder did not foreclose defendant from maintaining counterclaim as individual pledgor against plaintiff based on the precipitous diminution in value of the stock.

[14] Secured Transactions ⚿ 171
349Ak171
Counterclaim of defendant, who was sued for deficiency judgment after foreclosure sale on stock pledged by defendant as collateral for loan, stated good cause of action for intentional depletion of collateral by plaintiff which controlled the corporation represented by the stock pledged.

*331 Donnie R. Duplissey, Dean Carlton, Dallas, Tex., Byron Edwards, Grand Forks, N. D., for defendant-appellant.

Stewart Frazer, Douglas E. Bergman, Dallas, Tex., for plaintiff-appellee.

Before BELL, GOLDBERG and RONEY, Circuit Judges.

*332 GOLDBERG, Circuit Judge:

In this diversity case involving the precipitous diminution in value of stock pledged by defendant as collateral for a loan, plaintiff, suing for a deficiency judgment after a foreclosure sale, advocated one theory of the Uniform Commercial Code; defendant advanced a different reading of the U.C.C., and the trial court applied yet a third application of the Code. Finding the Code to be inapplicable to the transaction at issue, and finding defendant's counterclaim for fraudulent depletion of the collateral wrongfully dismissed, we reverse and remand the case for a new trial.

The facts show that on September 30, 1965, plaintiff, an insurance company residing in Texas, loaned defendant, a North Dakota corporation, $350,000 with repayment due on September 30, 1970. As collateral for the loan, defendant pledged 50,000 shares of stock in National Insurance Company (hereinafter "National") in accordance with a written security agreement dated September 30, 1965, and apparently signed in North Dakota. Sometime in 1965 plaintiff gained control of National, and defendant alleges that at the time plaintiff took control the 50,000 shares held as collateral were worth approximately $24 a share ($1,200,000). When the note came due on September 30, 1970, defendant failed to pay. Shortly thereafter plaintiff notified defendant that the collateral would be liquidated at a given time and place at a private sale and that unless defendant

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paid the debt prior to the date of sale, plaintiff would file suit for whatever deficiency resulted from the foreclosure sale. Defendant failed to respond to the notice of sale and on November 30, 1970, plaintiff, allegedly in accordance with a provision in the security agreement permitting such action, sold the stock to itself for $3.00 a share ($150,000). In January of 1971, plaintiff filed this suit in federal court, claiming that defendant still owed $261,950 on the loan. [FN1]

FN1. The figure was computed as follows:

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incipal	$350,000
Interest (to 11/30/70)	24,500
Attorney's Fees	37,450
	411,950
Credit from Sale	(150,000)
TOTAL AMOUNT DUE	$261,950

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Defendant answered that the purported private sale was invalid and that therefore no deficiency was owing, and further counterclaimed that since 1965 plaintiff fraudulently and illegally used its control of National to devalue the corporation and in consequence to deplete its assets in violation of plaintiff's duty to defendant as pledgee of the collateral. The fraudulent acts of plaintiff alleged by defendant included, inter alia, execution of a service agreement between the plaintiff insurance company and National which depleted National; discharge of experienced employees and depletion of National's agency force; sale of certain mortgages by plaintiff to National which resulted in a loss to National; and loans to officers and directors at lower rates of interest than the going rate, contrary to statute. Prior to trial, the district court granted plaintiff's motion to dismiss the counterclaim. [FN2]

FN2. The record does not reveal the specific reasons relied upon by the trial court for granting the dismissal. From our reading of the record, we assume the dismissal was based upon plaintiff's contentions that (1) the counterclaim was essentially derivative in nature and the failure to join National as a party plaintiff rendered the claim procedurally deficient under Rule 23.1, Fed.R.Civ.P.; and (2) the statute of limitations barred the counterclaim.

At the trial on plaintiff's main claim for the deficiency judgment, extensive evidence was introduced by both sides as to the value of the stock at various times and the case was sent to the jury with instructions to decide (1) whether the foreclosure sale met the standards of "commercial reasonableness" as defined in the Uniform Commercial Code, particularly section 9-504; and (2) what the fair market value of the National stock was on November 30, 1970. The jury returned a verdict finding that (1) the *333 sale was not "commercially reasonable," and (2) the fair market value of the stock on November 30, 1970, was $3.25 per share. The court thereby allowed defendant a set-off of $162,500 and gave plaintiff judgment for the deficiency, interest, and attorney's fees, totalling $249,400. From this judgment defendant appeals, claiming that (1) under the U.C.C., no deficiency should have been entered since there was a factual finding that the foreclosure sale was not commercially reasonable, and (2) the counterclaim for depletion of the collateral was wrongfully dismissed.

The Foreclosure Sale & Deficiency Judgment

At oral argument of this appeal, the bench raised the threshold question (apparently for the first time in the litigation) of whether the U.C.C., upon the standards of which the trial was based, was applicable to the transactions at issue. [FN3] The security agreement was drafted on September 30, 1965, and the effective date of the Code in both Texas and North Dakota [FN4] was July 1, 1966. Section 10-102(2) of the Code [FN5] provides:

FN3. The parties were given an opportunity to file supplemental briefs on the issue of whether the U.C.C. or prior law should be applied.

FN4. Inasmuch as the security agreement was apparently executed in North Dakota and involved acts to be performed in Texas, the trial court, on remand, must determine on the basis of the relevant facts which jurisdiction's pre-Code law should govern the instrument. Regardless of the determination of that issue, it is clear that the Code was not effective in either jurisdiction when the transaction was entered into.

FN5. We are cognizant of the rather enigmatic fact that Texas failed to re-enact article 10 of the Code when it enacted the Business and Commerce Code in 1967. Even assuming Texas law applies to the instant transaction (and we do not pass on that question), we do not believe that the Code was enacted with the intention of retroactive application. See Lack's Stores, Inc. v. Waisath, 464 S.W.2d 220 (Tex.Civ.App.1971), rev'd on other grounds, 474 S.W.2d 444 (Tex.Sup.Ct.).

"Transactions validly entered into before the effective date specified in Section 10-101 of this Act and the rights, duties and interests flowing from them remain valid thereafter and may be terminated, completed, consummated, or enforced as required or permitted by any statute or other law repealed or modified by this Act as though such repeal or modification had not occurred."

[1] In the overwhelming majority of cases where retroactivity of the Code has been in issue, it has been found that when a transaction was entered into [FN6] prior to the effective date of the Code, the transaction would thereafter be governed for all purposes by the law in effect when the transaction

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was entered into. E. g., In re Kokomo Times Publishing and Printing Corp., D.Ind.1968, 301 F.Supp. 529; Phoenix v. Kovacevich, 246 Cal.App.2d 774, 55 Cal.Rptr. 135 (1966); Leiter v. Arnold, 114 Ga.App. 323, 151 S.E.2d 175 (1966); Wellbro Building Co. v. McConnico, 421 P.2d 837 (Okl.1966); McCormack v. E. E. McCormack Co., 239 Or. 264, 397 P.2d 198 (1964); and Lack's Stores, Inc. v. Waisath, supra note 5. Contra, United Sec. Corp. v. Bruton, 213 A.2d 892 (D.C.App. 1965). The conclusion is therefore inescapable that this security agreement, entered into ten months before the effective date of the Code in both Texas and North Dakota, is governed by the prior law, even as to those aspects of the transaction, including the foreclosure, that took place after the effective date of the Code.

FN6. In cases such as the one before us, the transaction is considered to be "entered into" at the time the security agreement is executed.

[2] From our reading of the pre-Code law, it is clear that the standard for judging the validity of a foreclosure sale is significantly different from the standard enunciated in the U.C.C. Rather than employing a standard of "commercial reasonableness," which requires *334 the secured party to meet various prerequisites regardless of prearranged foreclosure provisions in the security agreement, the prior law merely requires the pledgee to dispose of the collateral in "good faith." Compliance with a prior contractual agreement as to the mode of disposal has, under the prior law, generally been considered good faith, absent some gross impropriety. See Taylor v. Banks, 392 S.W.2d 856 (Tex.Sup.Ct.1965); Anchor v. Gose, 8 S.W.2d 690 (Tex.Civ.App.1928); Elmer v. Elmer, 203 So.2d 391 (La.App. 1967); In re Kiamie's Estate, 309 N.Y. 325, 130 N.E.2d 745 (1955). The U.C.C. introduced into our commerce a new set of business folkways and commercial mores. The trial below, however, was wrongfully predicated upon that new set of folkways and mores. The commencement date of the Code was set by statute, and we are not at liberty to apply the law nunc pro tunc.

[3][4][5][6] We are fully cognizant of the fact that both parties and the trial court tried this case under the assumption that the U.C.C. was applicable, and we are aware that a new trial will be burdensome on all parties. We are aware that as a general rule parties should be held bound by whatever theory of law they argued below and absent some manifest injustice, an appellate court should not allow a party to attempt a whole new theory after he has been unsuccessful at trial. See e. g., D. H. Overmyer Co. v. Loflin, 5 Cir. 1971, 440 F.2d 1213. The rationale for this rule derives from the needs of judicial economy and the desirability of having all parties present all their claims in the court of first instance. See Hormel v. Helvering, 1940, 312 U.S. 552, 556-560, 61 S.Ct. 719, 721-723, 85 L.Ed. 1037, 1040-1043. Here, however, it is not one of the parties seeking to advance a new theory, rather, it is this court, in fulfillment of its duty to apply the correct law, that is seeking to put the case back on the right track. [FN7] Since the case must, in any event, be remanded for trial on the counterclaim, neither the ends of judicial economy nor the ends of justice would be well served by our acquiescence in the erroneous application of law indulged in by all parties below. It is well established that as a matter of discretion, an appellate court may pass upon issues not pressed before it or raised below when the ends of justice will be best served by doing so. See American Surety Co. of N. Y. v. Colblentz, 5 Cir. 1967, 381 F.2d 185; In re Linda Coal and Supply Company, 1 Cir. 1958, 255 F.2d 653; De Fonce Construction Company v. City of Miami, 5 Cir. 1958, 256 F.2d 425. See, generally, Hormel v. Helvering, supra. We feel this is such an instance and that we would be amiss if we did otherwise.

FN7. Inasmuch as we find that the U.C.C. is inapplicable to the instant transaction, we find it unnecessary to pass on the correctness of the trial court's interpretation of the substantive provisions of the Code.

[7][8] Appellate review does not consist of supine submission to erroneous legal concepts even though none of the parties declaimed the applicable law below. McCrea v. Harris County Houston Ship Channel Navigation Dist., 5 Cir. 1970, 423 F.2d 605, 610; Kurdziel v. Pittsburgh Tube Co., 6 Cir. 1969, 416 F.2d 882, 886; Foster v. United States, 2 Cir. 1964, 329 F.2d 717, 718. See also International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America v. Zantop Air Transport Corp., 6 Cir. 1968, 394 F.2d 36, 40. Our duty is to enunciate the law on the record facts. Neither the parties nor the trial judge, by agreement

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or passivity, can force us to abdicate our appellate responsibility. We therefore must remand the case for retrial of plaintiff's claim for a deficiency judgment applying pre-Code standards.

Defendant's Counterclaim for Depletion of Collateral

[9] In his counterclaim defendant alleges various facts that, if true, show that plaintiff intentionally funneled the assets of National into Empire, which *335 consequently caused the value of the National shares to diminish substantially. With this claim, plaintiff as stockholder would clearly have a right to sue qua stockholder for fraudulent mismanagement of National. It is, however, an established rule that if a plaintiff sues in a stockholder capacity for corporate mismanagement, he must bring the suit derivatively in the name of the corporation. Schaffer v. Universal Rundle Corp., 5 Cir. 1968, 397 F.2d 893. The reason for this rule is that each shareholder suffers relatively in proportion to the number of shares he owns and each will be made whole if the corporation obtains compensation or restitution from the wrongdoer. If each shareholder could sue individually for his losses, the wrongdoer would be subject to "as many suits . . . as there were stockholders in the corporation." Sutter v. General Petroleum Corp., 28 Cal.2d 525, 170 P.2d 898 (1946).

[10] There exists, however, a wellrecognized exception to this general rule. Where the act complained of creates not only a cause of action in favor of the corporation but also creates a cause of action in favor of the stockholder, as an individual, for violation of a duty owing directly to him, the stockholder may bring suit as an individual. Buschmann v. Professional Men's Ass'n, 7 Cir. 1969, 405 F.2d 659, 661-663; Sutter v. General Petroleum Corp., supra; Sacks v. American Fletcher Nat'l Bank & Trust Co., 279 N.E.2d 807 (Ind.Sup.Ct.1972); Stinnett v. Paramount-Famous-Lasky Corp., 37 S.W.2d 145, 149 (Tex.Com. App.1931). See also Dann v. Studebaker-Packard Corp., 6 Cir. 1961, 288 F.2d 201; Bookout v. Schine Chain Theatres, Inc., 2 Cir. 1958, 253 F.2d 292, 295; Erlich v. Glasner, 9 Cir. 1969, 418 F.2d 226; Kauffman v. Dreyfus Fund, Inc., 3 Cir. 1970, 434 F.2d 727; Fisher v. Pederson, 100 N.W.2d 156 (N.D.Sup.Ct. 1959); 13 Fletcher Cyc. Corp. § 5921, pp. 303-05. We have stated the exception to the general rule in Schaffer v. Universal Rundle Corp., supra, as follows:

> "The rule does not apply in a case where the stockholder shows a violation of duty owed directly to him. That exception to the general rule does not arise, however, merely because the acts complained of resulted in damage both to the corporation and to the stockholder, but is confined to cases where the wrong itself amounts to a breach of duty owed to the stockholder personally."

397 F.2d at 896.

[11] Defendant here alleges that plaintiff's acts not only violated its fiduciary duty to National but further violated its duty as pledgee not to deplete the value of the collateral intentionally. As a general proposition, the law implies a duty in the pledgee of stock to preserve the value of any collateral held by him to secure a loan. Eden v. Miller, 2 Cir. 1930, 37 F.2d 8; State Trust & Savings Bank v. Dunn, 5 Cir. 1928, 24 F.2d 477, rev'd on other grounds, 278 U.S. 582, 49 S.Ct. 184, 73 L.Ed. 518 (1929); Reed v. Central National Bank, 10 Cir. 1970, 421 F.2d 113; Kono v. Roeth, 237 App.Div. 252, 260 N.Y.S. 662 (1932); Grace v. Sterling, Grace & Co., 30 A.D.2d 61, 289 N.Y.S.2d 632 (1968).

[12] The fact that the pledgee of stock controls the company represented by the stock does not eliminate its duty not to deplete the collateral intentionally. The general rule was stated by Judge (later Chief Justice) Taft in Ritchie v. McMullen, 6 Cir. 1897, 79 F. 522, cert. denied, 168 U.S. 710, 18 S.Ct. 945, 42 L. Ed. 1212:

> The bailee owes a direct duty to the pledgor to be reasonably careful that no harm shall come through his custody to the subject-matter of the pledge . . . It is true that the obligations of the pledgee of stock to the pledgor would not be violated by the pledgee if the stock held in pledge suffered a loss in value through negligence of the pledgee in acting as director of the company or through ill-advised or negligent voting of other stock owned by him. The fact that *336 the pledgee of stock owns other stock in the same company, or is a director or officer therein, does not impose any greater duty upon him, in respect to the stock pledged, than if he had no relation to the company at all. But, if such pledgee use his position as director and his vote as stockholder intentionally to depreciate the stock of his pledgor

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held in pledge with the dishonest purpose of acquiring ownership of the stock at forced sale, this is a direct injury done by him to his pledgor, and he cannot avoid direct liability to his pledgor for it, by pledging that the means by which he accomplished this wrong and violated his duty as pledgee, involved an injury to the corporation, for which it may also recover damages.

79 F. at 533-534. See 12A Fletcher Cyc. Corp. § 5649, pp. 413-18.

[13][14] Here, the defendant seeks damages as a pledgor. The fact that his pledge is stock and that if the manipulated depreciation of the stock is proven would also give rise to a derivative suit by defendant as stockholder should not foreclose the suit as pledgor. The role of pledgor and stockholder are not identical and defendant may play the part he chooses; when the curtain drops, the facts will invite finis. We find that defendant has alleged facts that, if proven, would state a good cause of action for intentional depletion of the collateral and is entitled to bring his claim as individual pledgor.

Plaintiff next argues that regardless of the form in which the suit is brought, since defendant failed to institute the action within two years after he had notice of the alleged fraud, the suit is barred by the Texas statute of limitations for actions for debt not evidenced by a contract in writing. See Tex.Rev. Civ.Stat.Ann. art. 5526. We do not know if the trial court addressed itself to the limitations question when dismissing the counterclaim. Irrespective of whether the two or four year statute of limitations applies, however, facts will have to be brought out with respect to the time or times of the alleged corporate depredations by plaintiff. The trial court could not rule on the limitations question on the basis of the pleadings filed in this action. There are no facts conclusively established by pleadings or evidence that would definitely determine which statute of limitations applies and at what time the cause of action accrued.

The trial court's dismissal of defendant's counterclaim is therefore reversed and remanded for trial in accordance with the appropriate rules involving a pledgee's duty to preserve collateral. Inasmuch as no facts were put into evidence below on the counterclaim, we make no findings as to the factual merit of defendant's claim.

Reversed and remanded.

468 F.2d 330, 11 UCC Rep.Serv. 594

END OF DOCUMENT

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IN THE CIRCUIT COURT OF THE 15th JUDICIAL CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,

Plaintiff,

vs.

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN and as co-trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,

Defendants.
_____/

CASE NO: 50 2012 CA 013933 MB AA

DEFENDANTS', TED S. BERNSTEIN, LIC HOLDINGS, INC., AND ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, FIRST REQUEST FOR PRODUCTION OF DOCUMENTS TO PLAINTIFF, WILLIAM E. STANSBURY

Defendants, Ted S. Bernstein, LIC Holdings, Inc. and Arbitrage International Holdings, LLC (collectively "Defendants"), request Plaintiff, William E. Stansbury, to file a written response within 30 days of service, and to produce and permit Defendants to inspect and copy the documents listed on Exhibit "A" attached hereto at such place and time as may be agreed upon by counsel.

INSTRUCTIONS AND DEFINITIONS

A. The term "documents" as used in this request is defined as including, but not limited to, the original and any non-incidental copy (which is different from the original because of notations on such copy or otherwise) or draft of all correspondence, telegrams, telexes, teletype messages,

contracts, memoranda, pencil jottings, diary entries, desk calendar entries, reported recollections and other written form of notation of events or intentions, transcripts and recordings of conversations and telephone calls, books, records, photographs, reports, charts, ledgers, invoices, financial statements, purchase orders, receipts, canceled checks, data compilations and other documentary material not subject to attorney/client privilege, together with any attachments thereto, or enclosures therewith.

B. The following additional definitions apply:

1. "Plaintiff," "You," "Your" or "Stansbury" shall mean Plaintiff, William E. Stansbury, as well as his agents, servants, employees, representatives, accountants, experts, attorneys, and assigns, or other persons acting or purporting to act on his behalf.

2. "LIC" shall mean Defendant, LIC Holdings, Inc., and/or its subsidiaries, as well as its agents, servants, employees, representatives, accountants, experts, attorneys, and assigns, or other persons acting or purporting to act on its behalf.

3. "AIM" shall mean Defendant, Arbitrage International Management, LLC f/k/a Arbitrage International Holdings, LLC, and/or its subsidiaries, as well as its agents, servants, employees, representatives, accountants, experts, attorneys, and assigns, or other persons acting or purporting to act on its behalf.

C. This request for production calls for production of all responsive documents in the possession, custody or control of you, your agents, or representatives without regard to physical location of said documents.

D. All documents shall be originals unless otherwise indicated. If the "original" is a photocopy (or other copy), then the photocopy should be produced as the original.

E. If you possess no documents responsive to a paragraph in this request, state this fact, specifying the paragraph concerned and where the documents may be found to the best of your belief.

F. If you object in part to any request for production, please produce the portion of the documents requested to which you do not object, and state your objections to the remainder.

G. If you claim a privilege of any type with respect to any of the documents, please identify the documents by date, title and each other descriptive information as will clearly identify the document. Further, the objection should state the legal basis of the privilege claim and provide such supporting information as will establish the claimed privilege.

H. In the event you do not have "possession" of any of the documents requested in this production, but you know that they are in the possession of other parties, give a brief description of the document(s) and the name and address of the party thought to be in possession thereof.

CERTIFICATE OF SERVICE

I CERTIFY that a copy of the foregoing has been furnished to the Service List set forth below by: ■ E-mail Electronic Transmission; ☐ Facsimile; ☐ U.S. Mail; ☐ Overnight Delivery; ☐ Hand-delivery, this 3rd day of June, 2013.

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Email: arose@pm-law.com; mchandler@pm-law.com
Email: sshelley@pm-law.com; tclarke@pm-law.com
Email: phely@pm-law.com; mchandler@pm-law.com
Counsel for Ted S. Bernstein; LIC Holdings, Inc.; Arbitrage International Management, LLC; and Shirley Bernstein Trust

By: /s/ Alan B. Rose
Alan B. Rose (Florida Bar No. 961825)
Stefanie R. Shelley (Florida Bar No. 514446)
N. Patrick Hely (Florida Bar No. 0091466

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Counsel for Donald R. Tescher and Robert L.
Spallina, as Co-Personal Representatives; Bernstein Family
Realty, LLC

EXHIBIT "A"

1. All written contracts or agreements between William Stansbury ("Stansbury") and LIC Holdings, Inc. and/or its subsidiaries (collectively "LIC"), including Arbitrage International Management, LLC f/k/a Arbitrage International Holdings, LLC ("AIM").

2. All written contracts or agreements between Stansbury and Ted Bernstein.

3. All written contracts or agreements between Stansbury and Simon Bernstein.

4. All documents evidencing, referring to or relating to oral contracts or agreements between Stansbury and LIC or AIM.

5. All documents evidencing, referring to or relating to oral contracts or agreements between Stansbury and Ted Bernstein.

6. All documents evidencing, referring to or relating to oral contracts or agreements between Stansbury and Simon Bernstein.

7. All documents evidencing, referring to or relating to any discussion, understanding or agreement evidencing Stansbury's alleged compensation arrangement between Stansbury and LIC and/or AIM.

8. All e-mails that pertain to the alleged compensation agreement between Stansbury and LIC and/or AIM.

9. All e-mails that pertain to any alleged compensation agreement between Stansbury and Ted Bernstein.

10. All e-mails that pertain to any alleged compensation agreement between Stansbury and Simon Bernstein.

11. All written notes pertaining to any alleged compensation agreement between Stansbury and LIC, AIM, Ted Bernstein or Simon Bernstein.

12. All electronic files saved by Stansbury to other electronic storage devices (flash drives, CDs, etc.) that were previously stored on any drive or other storage device of the LIC Holdings, Inc. or its affiliates.

13. All commission statements received by Stansbury from life insurance carriers on business written by Stansbury since he became affiliated with LIC, AIM, Ted Bernstein or Simon Bernstein.

14. Documents showing all amounts and dates of receipt of all amounts received by Stansbury from LIC, AIM, Ted Bernstein and/or Simon Bernstein during the time of Stansbury's relationship with the LIC/AIM.

15. Forms 1099 received by Stansbury from life insurance carriers for commissions earned from the date he became affiliated with LIC/AIM through the present.

16. All Net Retained Commission Reports in Stansbury's possession (whether prepared by him or other parties).

17. All Net Retained Commission Reports submitted to Ted Bernstein as a basis for processing payments to Stansbury and other employees.

18. Detail listing of all commission checks received by Stansbury relating to policies sold to clients during the time Stansbury was affiliated with LIC/AIM, including all predecessor companies that existed prior to the formation of LIC and all entities that ever became affiliated with LIC.

19. Any hand written notes, electronic notes or other communication regarding commissions received by Stansbury relating to policies sold to clients during the time Stansbury was affiliated with LIC, AIM, Ted Bernstein or Simon Bernstein.

20. Forms 1099 submitted to Arbitrage International Marketing, Inc. or any affiliate by Stansbury that reflects commissions for which Stansbury was the agent on the life insurance applications.

21. All information regarding Stansbury's ownership of LIC Holdings, Inc. stock., including stock certificate(s), K-1s, and other documents.

22. Information regarding the consideration paid by Stansbury for LIC Holdings, Inc. stock.

23. The portion of Form 1040 for Stansbury (or Stansbury and spouse, if joint income tax return) relating to any taxable income derived from LIC Holdings, Inc. or its affiliates, including K-1s. This request specifically includes any taxable income Stansbury received from insurance carriers for policies sold or commissions earned from the date Stansbury became affiliated with LIC, AIM, Ted Bernstein and Simon Bernstein, through the present.

24. Written memoranda or other information regarding Stansbury's relationship with LIC Holdings, Inc. that was prepared in connection with defending Stansbury in case of *Phoenix v. Stansbury, et. al.*

25. Retainer Agreement between Stansbury and Barnes & Thornburg for his defense in *Phoenix v. Stansbury, et. al.*

26. All correspondence with memoranda , etc, between Stansbury and Barnes & Thornburg and/or David Orenstein regarding Stansbury's position in *Phoenix v. Stansbury, et. al.*

27. Retainer Agreement between Stansbury and Greenberg Traurig in connection with his defense of the case *John Wright v. Stansbury, et. al.*, and all files or communications with any party regarding that case.

28. All communications regarding the automobiles provided by the company to Stansbury during his affiliation with the company.

29. Copies of the lease agreements for the automobiles provided by the company Stansbury during his affiliation with the company.

30. Cancelled checks or other evidence of payment for all amounts loaned or contributed to the company by Stansbury for the support of the company's negative cash flow.

31. Letters, e-mails and other correspondence to or from life insurance carriers relating to changing the addressee for payment of renewal commissions.

32. E-mails, memoranda and any other communications regarding commission chargebacks, including but not limited to William Close, Frances Peaty and Jerome Samuels.

33. Detail listing of all commission chargebacks relating to William Close and any other chargebacks.

34. All communications with agents (including but not limited to Alfred Prince and Mike Mazarek) regarding commissions due to them for policies placed through Stansbury on behalf of LIC.

35. Correspondence from Stansbury to Ted Bernstein regarding Stansbury's 10% interest in LIC.

36. Correspondence from Ted Bernstein to Stansbury regarding Stansbury's 10% interest in LIC.

37. Correspondence from Stansbury to Simon Bernstein regarding Stansbury's 10% interest in LIC.

38. Correspondence from Simon Bernstein to Stansbury regarding Stansbury's 10% interest in LIC.

39. For all checks received from 2008 to the present by Stansbury which were not turned over to LIC or AIM, please provide copies of the check; documents showing the location of the funds; proof of who was responsible for originating or generating the customer or insured; and all documents which support any claim that Stansbury is entitled to such funds.

40. For all checks received from 2008 to the present by Stansbury which Stansbury believes he earned independent of his involvement with LIC, AIM, Ted Bernstein or Simon Bernstein, provide copies of all documents showing who was responsible for originating or generating the customer or insured; and all documents which support any claim that Stansbury is entitled to such funds, including copies of any commission agreements or related documents.

41. For all checks received by LIC, AIM, Ted Bernstein or Simon Bernstein which Stansbury believes he earned independent of his involvement with LIC, AIM, Ted Bernstein or Simon Bernstein, provide copies of all documents showing who was responsible for originating or generating the customer or insured; and all documents which support any claim that Stansbury is entitled to such funds, including copies of any commission agreements or related documents.

IN THE CIRCUIT COURT OF THE 15th JUDICIAL CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,

Plaintiff,

vs.

CASE NO: 50 2012 CA 013933 MB AA

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN and as co-trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,

Defendants.
_____/

DEFENDANTS', TED S. BERNSTEIN, LIC HOLDINGS, INC. AND ARBITRAGE INTERNATIONAL HOLDINGS, LLC, SUPPLEMENTAL RESPONSE TO REQUEST TO PRODUCE AND NOTICE OF COMPLIANCE WITH OMNIBUS ORDER

Defendants, Ted S. Bernstein, LIC Holdings, Inc. and Arbitrage International Holdings, LLC (collectively "Defendants"), submit their supplemental response as to Plaintiff's Request to Produce and their Notice of Complying with the Court's Omnibus Order compelling discovery, as follows:

Items 1-3.

Defendants are producing printouts of e-mails which show, evidence or reflect any communications between LIC Holdings, Arbitrage Management or Ted Bernstein or anyone acting on their behalf, from January 1, 2007 to the present, either:

to William Stansbury;
from William Stansbury;
which mention William Stansbury; or
which are related to William Stansbury.

At present, there are 15,500 such emails which are being produced. Although Defendants' believe, based upon consultation with their IT professionals, that this production is complete, Defendants' have instructed their IT consultants to verify this and conduct a further search for any additional documents, and any such documents located will be produced separately. These will be mailed on a flash drive to Plaintiffs' counsel.

Item 4.

Defendants are required to produce all documents that show evidence or reflect any business relationships you (LIC, Arbitrage, or Ted) have or had with William Stansbury since January 1, 2007 to the present. The documents produced in response to Items 1-3, and 5-6 and 16, and 8-9 would be responsive to this request, and Defendants are not aware of having possession of any documents other than those being produced under the above-listed categories.

Items 5-6 and 16.

Defendants are producing herewith a summary of compensation and distributions paid to William E. Stansbury from 2007 to 2012.

Defendants also are producing herewith a Net Retained Commission computer file for 2007 and 2008, in hardcopy printout and also in an Excel spreadsheet. The Net Retained Commission Report was not maintained after 2008. Defendants have not located copies of the actual monthly Net Retained Commission reports created by Stansbury and used on a monthly basis to determine the compensation due to Stansbury when he was entitled to any such compensation.

Items 8-9.

Defendants are producing herewith a list of the ownership of LIC Holdings, Inc. ("LIC") from 2006 to the present. Arbitrage, at all times, was wholly owned by LIC.

Defendants also are producing herewith a list of officers with titles for each entity.

Item 14.

All 1099s from Ted, Simon or William Stansbury to the corporation from 2007 to present, which include the year ranges set forth below, are being produced herewith:

WES	2007-2011
SB	2007-2011
TB	2008-2010

CERTIFICATE OF SERVICE

I CERTIFY that a copy of the foregoing has been furnished to the Service List set forth below by: ■ E-mail Electronic Transmission; ☐ Facsimile; ☐ U.S. Mail; ☐ Overnight Delivery; ☐ Hand-delivery, this 30th day of May, 2013.

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Counsel for Ted S. Bernstein; LIC Holdings, Inc.; Arbitrage International Management, LLC; and Shirley Bernstein Trust

By: /s/ Alan B. Rose
Alan B. Rose (Florida Bar No. 961825)
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N. Patrick Hely (Florida Bar No. 0091466

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Email: (mrmlaw@comcast.net); (mrmlaw1@gmail.com)
Counsel for Donald R. Tescher and Robert L.
Spallina, as Co-Personal Representatives; Bernstein Family
Realty, LLC

DOCUMENTS RESPONSIVE TO REQUEST NUMBER(S) 5-6 and 16

LIC-AIM-TB-000001

DOCUMENTS RESPONSIVE TO REQUEST NUMBER(S) 5-6 and 16

Part of 5-6 & 16

Analysis of Stansbury Salary & Distributions

LIC Holdings, Inc.
Analysis of Shareholder Salaries and Distributions
William Stansbury
2007 - 2012

	Per Form W-2 Wage and Tax Statement		
	Wages, Tips, Other Compensation	Medicare Wages and Tips	Shareholder Distributions
2007	2,374,891.80	2,394,891.80	1,142,282.00
2008	399,518.00	420,018.00	0
2009	0		0
2010	30,000.00	30,000.00	
2011	0		70,000.00
2012	0		0

LIC-AIM-TB-000003

Copy B, to be filed with employees FEDERAL tax return

Form W-2 Wage and Tax Statement 2007

a Control number 0038-L616 [redacted]	Void	c Employer's name, address, and ZIP code ARBITRAGE INTERNATIONAL HOLDINGS 7700 CONGRESS AVE SUITE 3209 BOCA RATON FL 33487	Department of the Treasury - Internal Revenue Service OMB No. 1545-0008
[redacted] employer	Statutory plan X	Third-party sick pay	1 Wages, tips, other compensation 2374391.80 / 2 Federal income tax withheld 798639.41
			3 Social security wages 97500.00 / 4 Social security tax withheld 6045.00
12 See instrs. for Box 12 D 20500.00	14 Other	e Employer's name, address, and ZIP code WILLIAM E STANSBURY 6920 CAVIRO LANE BOYNTON BEACH FL 33437	5 Medicare wages and tips 2394891.80 / 6 Medicare tax withheld 34725.94
			7 Social security tips / 8 Allocated tips
			9 Advance EIC payment / 10 Dependent care benefits
			11 Nonqualified plans

15 State	Employer's state ID No.	16 State wages, tips, etc.	17 State income tax	18 Local wages, tips, etc.	19 Local income tax	20 Locality name

This information is being furnished to the Internal Revenue Service

LIC-AIM-TB-000004

EMPLOYEE W-2 WAGE SUMMARY 2008

0038-L616 000100

ARBITRAGE INTERNATIONAL HOLDINGS
7700 CONGRESS AVE SUITE 3209
BOCA RATON FL 33487

FEDERAL WITHHOLDING EXEMPTIONS M 0
FL WITHHOLDING EXEMPTIONS M 0

REGULAR WAGES FOR 2008 420018.00

WILLIAM E STANSBURY
6920 CAVIRO LANE
BOYNTON BEACH FL 33437

The chart below indicates your 2008 voluntary payroll adjustments which are included (+), excluded (-), or did not affect (N/A) your federal wages (Box 1) and state wages.

VOLUNTARY ADJUSTMENTS	YTD AMOUNT	FEDERAL WAGES
401K	15500.00	-15500.00
401K CTHUP	5000.00	-5000.00

PAYROLL BY PAYCHEX

Copy C, for employee's records

Form W-2 Wage and Tax Statement 2008

a Control number 0038-L616 000007-000100	Void	c Employer's name, address, and ZIP code ARBITRAGE INTERNATIONAL HOLDINGS 7700 CONGRESS AVE SUITE 3209 BOCA RATON FL 33487	Department of the Treasury - Internal Revenue Service OMB No. 1545-0008
b [redacted]			1 Wages, tips, other compensation 399518.00 / 2 Federal income tax withheld 137246.72
Statutory employee: — / Retirement plan: X / Third-party sick pay: —			3 Social security wages 102000.00 / 4 Social security tax withheld 6324.00
12 See instrs. for Box 12: D 20500.00 / 14 Other		e Employee's name, address, and ZIP code WILLIAM E STANSBURY 6920 CAVIRO LANE BOYNTON BEACH FL 33437	5 Medicare wages and tips 420018.00 / 6 Medicare tax withheld 6090.26
			7 Social security tips / 8 Allocated tips
			9 Advance EIC payment / 10 Dependent care benefits
			11 Nonqualified plans

15 State	Employer's state ID No.	16 State wages, tips, etc.	17 State income tax	18 Local wages, tips, etc.	19 Local income tax	20 Locality name

This information is being furnished to the Internal Revenue Service

Copy B, to be filed with employee's FEDERAL tax return

Form W-2 Wage and Tax Statement 2008

a Control number 0038-L616 000007-000100	Void	c Employer's name, address, and ZIP code ARBITRAGE INTERNATIONAL HOLDINGS 00 CONGRESS AVE SUITE 3209 BOCA RATON FL 33487	Department of the Treasury - Internal Revenue Service OMB No. 1545-0008
[redacted]			1 Wages, tips, other compensation 399518.00 / 2 Federal income tax withheld 137246.72
Employee: — / Plan: X / Sick pay: —			3 Social security wages 102000.00 / 4 Social security tax withheld 6324.00
12 See instrs. for Box 12: D 20500.00 / 14 Other		e Employee's name, address, and ZIP code WILLIAM E STANSBURY 6920 CAVIRO LANE BOYNTON BEACH FL 33437	5 Medicare wages and tips 420018.00 / 6 Medicare tax withheld 6090.26
			7 Social security tips / 8 Allocated tips
			9 Advance EIC payment / 10 Dependent care benefits
			11 Nonqualified plans

15 State	Employer's state ID No.	16 State wages, tips, etc.	17 State income tax	18 Local wages, tips, etc.	19 Local income tax	20 Locality name

This information is being furnished to the Internal Revenue Service

Form W-2 Wage and Tax Statement 2008

a Control number	Void X	c Employer's name, address, and ZIP code	Department of the Treasury - Internal Revenue Service OMB No. 1545-0008
b Employer's identification number / d Employee's social security number			1 Wages, tips, other compensation / 2 Federal income tax withheld
13 Statutory employee / Retirement plan / Third-party sick pay			3 Social security wages / 4 Social security tax withheld
12 See instrs. for Box 12 / 14 Other		e Employee's name, address, and ZIP code	5 Medicare wages and tips / 6 Medicare tax withheld
			7 Social security tips / 8 Allocated tips
			9 Advance EIC payment / 10 Dependent care benefits
			11 Nonqualified plans

15 State	Employer's state ID No.	16 State wages, tips, etc.	17 State income tax	18 Local wages, tips, etc.	19 Local income tax	20 Locality name

LIC-AIM-TB-000005

ARBITRAGE INTERNATIONAL MANAGEMENT
950 PENINSULA CORPORATE CIRCLE
BOCA RATON FL 33487

0038-L616
100 Executive

12/31/2010 DATE

Unknown CHECK NO.

Payrolls by Paychex, Inc.

PAY TO THE ORDER OF

WILLIAM E STANSBURY
6920 CAVIRO LANE
BOYNTON BEACH FL 33437

For Reference Purposes Only
$27705.00
AMOUNT

VOID THIS IS NOT A CHECK ..... DOLLARS

NON-NEGOTIABLE
AUTHORIZED SIGNATURE(S)

TO VERIFY AUTHENTICITY OF THIS DOCUMENT, THE BACK CONTAINS HEAT SENSITIVE INK THAT CHANGES FROM BLUE TO CLEAR AND ALSO CONTAINS AN ARTIFICIAL WATERMARK WHICH CAN BE VIEWED WHEN HELD AT AN ANGLE

FOLD AND REMOVE

FOLD AND REMOVE

PERSONAL AND CHECK INFORMATION
William E Stansbury
6920 Caviro Lane
Boynton Beach, FL 33437

Soc Sec #: xxx-xx-9407 Employee ID: 7
Home Department: 100 Executive

Pay Period: 12/18/10 to 12/31/10
Check Date: 12/31/10 Check #: Unknown

NET PAY ALLOCATIONS

DESCRIPTION	THIS PERIOD ($)	YTD ($)
Check Amount	27705.00	27705.00
NET PAY	27705.00	27705.00

EARNINGS	DESCRIPTION	HOURS	RATE	THIS PERIOD ($)	YTD HOURS	YTD ($)
	Regular			30000.00		30000.00
	EARNINGS			30000.00		30000.00

WITHHOLDINGS	DESCRIPTION	FILING STATUS	THIS PERIOD ($)	YTD ($)
	Social Security	S1860	1860.00	1860.00
	Medicare	S435	435.00	435.00
	TOTAL		2295.00	2295.00

NET PAY	THIS PERIOD ($)	YTD ($)
	27705.00	27705.00

Payrolls by Paychex, Inc.

0038 0038-L616 Arbitrage International • Management • 950 Peninsula Corporate Circle • Boca Raton FL 33487

LIC-AIM-TB-000006

0038 0038-L616 Arbitrage International

EMPLOYEE EARNINGS RECORD

(Check Dates 01/04/2010 - 12/31/2010)

	HOURS, EARNINGS, AND REIMBURSEMENTS & OTHER PAYMENTS							WITHHOLDINGS						NET
CHECK DATE	DESCR	REGULAR HOURS	OVERTIME HOURS	REGULAR AMOUNT	OVERTIME AMOUNT	TOTAL EARNINGS	REIMB & OTHER PAYMENTS	SOC SEC + MED	FEDERAL TAX	STATE TAX	LOCAL TAX	OTHER		PAY
12/31	Reg			30000.00		30000.00		2295.00						27705.00 Manual
QTR 4				30000.00		30000.00		S 1860.00 M 435.00						27705.00
YTD 2010				30000.00		30000.00		S 1860.00 M 435.00						27705.00

LIC-AIM-TB-000007

Stansbury, William E Soc Sec#: xxx-xx-9407 6920 Caviro Lane Boynton Beach, FL 33437	ID Home Dept: Gender: Birthdate: Hire Date: Inactive Date: Rehire Date:	7 100 Executive Not Specified 01/28/1950 11/29/2000	Term Date: Pay Frequency: Standard Hrs: Last Raise Date:	Bi-weekly	Withholding Method: Earnings:	Federal: Married, 0	Deductions:

DOCUMENTS RESPONSIVE TO REQUEST NUMBER(S) 5-6 and 16

Part of 5-6 & 16

2007 Net Retained Commissions (also provided in Excel format)

Loan No.	Last Name	First Name	Carrier	Fund Date	Fees Amount (millions)	Loan Amount	Target Commission	Carrier Adjustment Factor		Appreciation Percentage	Appreciation Amount	Retained Commission	LT Fee Year 1	Application Fee	LT Fee Year 2	LT Fee Total	Percent of Total Commission	Cash Flow Swap		Total	Percentage	Amount	Amount Paid to Other Advisors, Etc.	Amount	Percent of Total Commissions	Origination Fee, Etc
00 017	Cohen	James	Hartford	01/17/07	5.000	187,000	143,500	1.0000	158,750	-	0	158,750	(15,740)			(15,740)	0.1554			(15,740)	141,010			(1,425)	139,585	0.8905	10,000
00 017	Cohen	James	Phoenix	01/17/07	10.000	329,784	229,784	1.0000	362,762	-	0	362,762	(39,134)			(39,134)	0.1079			(39,134)	323,628				323,628	0.8921	
00 018	Fox	Richard	Phoenix	04/25/07	8.000	414,000	290,000	1.0000	429,000	-	0	429,000	(40,123)		(499)	(40,677)	0.0948			(40,677)	388,323				388,323	0.8953	10,000
00 019	Samuels	Rosalind	Phoenix	02/07/07	4.000	161,584	137,584	1.0000	151,342	0.03	(98,373)	52,970	(13,698)			(13,698)	0.1038			(13,698)	39,272	0.05	(5,679)		30,409	0.2009	10,000
00 019	Samuels	Rosalind	Phoenix	02/07/07	4.000	141,148	141,148	1.0000	198,268	0.05	(100,921)	54,342	(13,698)			(13,698)	0.0882			(13,698)	40,644	0.05	(7,057)		33,587	0.2183	
00 020	Bell	Martin	Hartford	02/08/07	8.000	307,896	264,396	1.0000	312,785	0.00	(187,671)	125,114	(38,374)			(38,374)	0.1258			(38,374)	85,740			(1,127)	84,613	0.3708	10,000
00 021	Blackburn	Sadie	Mass Mut	02/23/07	5.000	297,650	292,650	0.9350	273,628	0.00	(164,177)	109,451	(36,917)		0	(36,917)	0.1335			(36,917)	72,534				72,534	0.2625	
00 022	Cohen	James	Penn Mut	02/27/07	10.000	331,300	319,800	0.9800	312,787	-	0	312,787	(19,679)		-	(19,679)	0.0629	(120,408)		(140,084)	172,683				172,683	0.5521	
00 023	Fitzel	Bernard	Phoenix	04/06/07	5.000	281,742	257,742	1.0000	263,518	0.03	(184,266)	99,231	(27,342)			(27,342)	0.0984			(27,342)	71,889				71,889	0.2536	10000
00 024	Mulloy	David	Mass Mut	04/12/07	10.000	262,000	239,300	0.9350	222,748	0.03	(145,439)	78,311	(25,804)			(25,804)	0.1140			(25,804)	52,507				52,507	0.2360	10,000
00 025	Morello	Lucille	Phoenix	04/13/07	10.000	542,082	518,582	1.0000	570,418	0.03	(370,772)	199,646	(52,806)			(52,806)	0.0922			(52,806)	147,040			-199646.4	(52,806)	(0.0922)	10000
00 026	Bader	Sidney	Penn Mut	04/24/07	10.000	712,500	668,500	0.9800	681,815	0.00	(377,995)	303,820	(88,147)		(15,109)	(94,256)	0.1236			(94,256)	210,373				210,373	0.3218	10,000
00 027	Freedman	Kole	Phoenix	05/04/07	8.000	414,000	380,000	1.0000	429,000	0.03	(278,850)	150,150	(40,178)		(600)	(40,978)	0.0956			(40,978)	109,172				109,172	0.2543	10,000
00 028	Shapiro	Dorothy	Phoenix	05/08/07	6.000	267,835	244,835	1.0000	268,639	0.70	(187,807)	80,832	(25,984)			(25,984)	0.0967			(25,984)	54,588	0.05	(5,055)		49,533	0.1844	10,000
00 029	Raymes	Frederick	Phoenix	05/09/07	5.000	327,264	303,264	1.0000	333,590	0.70	(233,513)	100,077	(31,760)			(31,760)	0.0952			(31,760)	68,317	0.05	(3,004)		63,313	0.1896	10,000
00 030	Kaun	Dorothy	Trans	05/15/07	20.000	1,423,500	955,200	1.0850	1,036,435	0.03	(673,683)	362,898	(138,147)		(78,100)	(216,247)	0.2086			(216,247)	146,449				146,449	0.4113	10,000
00 031	Gordon	Esther	Phoenix	05/17/07	10.000	412,737	388,737	1.0000	427,811	0.03	(277,947)	149,864	(40,058)			(40,058)	0.0937			(40,058)	109,808	0.05	(21,381)		88,227	0.2063	10,000
00 032	Sebal	Walter	Phoenix	05/30/07	5.000	262,172	230,672	1.1000	282,539	0.70	(183,777)	78,762	(25,443)			(25,443)	0.0969			(25,443)	53,318	0.05	(3,560)		49,739	0.1895	10,000
00 033	Goodisch	Jan	Jeff Pilot	05/30/07	5.750	161,836	129,893	1.0849	140,920	0.80	(84,552)	56,368	(22,517)		(239)	(22,742)	0.1614			(22,742)	33,626			(97)	33,529	0.2380	11,200
00 034	Stern	William	Jeff Pilot	06/06/07	10.000	685,500	531,500	1.0998	584,544	0.60	(350,726)	233,817	(78,900)		(45,991)	(122,390)	0.2094			(122,390)	111,418	0.05	(29,227)		82,191	0.1408	10,000
00 035	Mulloy	David	Mass Mut	06/14/07	10.000	240,000	239,300	0.9350	223,748	0.65	(145,435)	78,311	(23,874)			(23,874)	0.1087			(23,874)	54,437				54,437	0.2433	1,200
00 036	Severnick	David	Jeff Pilot	06/15/07	10.000	493,800	469,800	1.0998	516,886	0.65	(336,048)	180,848	(68,434)		(26,879)	(95,312)	0.1845			(95,312)	85,527	0.05	(29,879)		55,648	0.1135	10,000
00 037	Pace	Emily	Hartford	06/15/07	5.000	269,433	229,500	1.1000	252,450	0.65	(164,093)	88,358	(26,143)		(20,915)	(47,058)	0.1864			(47,058)	41,295			(883)	40,412	0.1809	10,000
00 038	Zydel	Stephanie	Jeff Pilot	06/15/07	8.000	272,180	244,980	1.0849	265,779	0.60	(159,467)	106,312	(37,720)		(903)	(38,623)	0.1449			(38,623)	67,792				67,792	0.2551	13,700
00 039	Donatelli	Richard	Jeff Pilot	06/19/07	4.500	247,830	222,830	1.0849	241,857	0.60	(145,114)	96,743	(34,488)		(9,195)	(43,684)	0.1806			(43,684)	53,059				53,059	0.2194	11,200
00 040	Martin	Wanche	Jeff Pilot	06/19/07	5.000	196,350	111,850	1.0849	121,129	0.60	(72,677)	48,452	(18,828)			(18,828)	0.1554			(18,828)	29,626				29,626	0.2448	11,200
00 041	Glassberg	Daniel	Phoenix	06/22/07	8.000	291,496	272,296	1.1000	299,526			299,526	(28,269)			(28,269)	0.0944			(28,269)	271,257	0.50	(109,800)		161,457	0.5390	13,700
00 042	Hebran	John - Per	Jeff Pilot	06/22/07	2.500	115,325	90,825	1.0849	98,518	0.60	(58,991)	39,528	(15,823)		(1,587)	(17,510)	0.1781			(17,510)	21,818				21,818	0.2219	11,200
00 043	Hebran	John - Ben	Jeff Pilot	06/25/07	2.550	117,138	92,438	1.0849	100,288	0.60	(60,172)	40,114	(16,174)		(1,525)	(17,699)	0.1765			(17,699)	22,415				22,415	0.2235	11,200
00 044	Smith	Jack	Phoenix	05/26/07	10.000	464,327	453,827	1.1000	499,210	0.65	(324,486)	174,723	(45,062)			(45,062)	0.0903			(45,062)	129,661	0.05	(24,980)		104,701	0.2097	5,000
00 045	Grey	Alvin	IND	06/26/07	2.000	196,869	131,300	1.0850	137,885	0.65	(89,617)	48,253	(15,168)		(3,143)	(18,331)	0.1330			(18,331)	29,922	0.05			29,922	0.2170	11,200
00 046	Cave	Donald	Jeff Pilot	06/26/07	8.000	272,014	240,000	1.0998	263,952	0.65	(171,569)	92,383	(37,857)		(23,036)	(60,893)	0.2298			(60,893)	31,790			(72)	31,718	0.1202	11,200
00 047	Mella	David	Phoenix	06/26/07	10.000	724,000	650,000	1.1015	716,001	0.65	(465,401)	250,600	(70,263)			(70,263)	0.0981			(70,263)	180,337	0.05	(35,800)		144,537	0.2018	10,000
00 048	Castella	Richard	Jeff Pilot	06/29/07	3.000	299,566	239,566	1.0998	268,102		0	268,102	(36,553)		(7,316)	(43,871)	0.1693			(43,871)	215,231				215,231	0.8307	10,000
00 049	Heitmeyer	Daryl	Jeff Pilot	06/29/07	5.000	158,000	143,300	1.0849	155,488	0.60	(93,293)	62,195	(23,292)		(2,702)	(25,994)	0.1638			(25,994)	36,702				36,702	0.2361	11,200
00 050	Pinezi	Gloria	Phoenix	06/29/07	9.000	390,000	367,300	1.1000	404,030	0.65	(262,620)	141,411	(37,977)			(37,977)	0.0939			(37,977)	103,434	0.05	(20,207)		83,282	0.2061	10,000
00 051	Dabis	Kenneth	Jeff Pilot	07/03/07	10.000	945,407	895,800	1.0000	838,148	0.60	(321,839)	214,809	(74,463)		(46,643)	(121,106)	0.2259			(121,106)	93,403			(50)	93,353	0.1741	13,700
00 052	Dunteroff	Norman	Jeff Pilot	07/05/07	10.000	474,300	448,800	1.0849	484,516	0.60	(290,710)	193,807	(65,487)		(15,215)	(80,702)	0.1668			(80,702)	113,105	0.05	(15,315)		97,890	0.2020	13,700
00 053	Drucker	Ronald	Phoenix	07/09/07	5.000	334,490	309,290	1.1000	340,219	-	0	340,219	(32,462)		-	(32,462)	0.0954			(32,462)	307,757	0.70	(216,503)		91,255	0.2682	11,200
00 054	Hibbard	Helena	Phoenix	07/10/07	10.000	928,259	800,958	1.1000	880,611	0.65	(557,897)	322,714	(51,266)			(51,266)	0.0531			(51,266)	141,448				141,448	0.2969	13,700
00 055	Carne	Merle	Jeff Pilot	07/12/07	9.000	568,350	538,650	1.0849	584,381	0.60	(350,629)	233,753	(77,806)		(24,535)	(102,343)	0.1781			(102,343)	131,410				131,410	0.2249	13,700
00 056	Brewster	Patricia	Phoenix	07/12/07	4.500	178,780	155,280	1.1000	170,808	0.65	(111,026)	59,783	(17,350)			(17,350)	0.1016			(17,350)	42,433	0.05	(8,540)		33,892	0.1964	10,000
0.SC-1	Ozizi	Mesho-Hair	Phoenix	07/13/07	10.000	988,550	944,050	1.1000	598,455	0.65	(388,996)	209,458	(55,326)			(55,326)	0.0924			(55,326)	154,133	0.05	(27,203)		126,931	0.2121	10,000
00 057	Shaw	Linda	Phoenix	07/17/07	5.000	169,498	144,298	1.1000	158,728	0.50	(97,532)	101,196	(16,265)			(16,265)	0.0841			(16,265)	84,811		(13,330)	(16)	71,680	0.4515	11,200
00 058	Berman	Alan	Phoenix	07/19/07	10.000	450,800	439,100	1.1000	483,010	0.65	(313,957)	169,054	(43,730)			(43,730)	0.0905			(43,730)	125,324	0.05	(3,842)		121,481	0.2515	5,000
00 059	Berman	Alan	Jeff Pilot	07/19/07	10.000	452,700	425,000	1.1483	487,190	0.60	(292,314)	194,876	(62,583)		-13195	(75,778)	0.1555			(75,778)	119,098				119,098	0.2445	13,700
00 060	Malesky	John	Phoenix	07/19/07	7.000	451,370	424,570	1.1000	467,027	0.65	(303,568)	163,458	(43,843)			(43,843)	0.0939			(43,843)	119,616	0.05			119,617	0.2581	13,700
00 061	Ehlers	Norman	Jeff Pilot	07/19/07	5.000	208,458	181,250	1.0849	196,836	0.60	(117,863)	78,955	(28,505)		(3,047)	(31,552)	0.1606			(31,552)	47,103	0.05	(8,063)		39,041	0.1935	11,200
00 062	Spear	Marcia	Phoenix	07/19/07	9.000	358,259	310,559	1.1000	341,615	0.70	(217,281)	124,334	(32,827)			(32,827)	(0.0961)			(32,827)	91,397	0.05	(222,049)		(130,653)	(0.3825)	13,700
00 063	Hershowitz	Bernard	Jeff Pilot	07/23/07	10.000	431,500	404,300	1.0998	444,649			444,649	(59,800)		(9,042)	(68,842)	(0.1548)			(68,842)	375,807				375,807	0.8452	13,700
00 064	Hershowitz	Jerome	Jeff Pilot	07/23/07	10.000	522,600	495,400	1.0998	544,841			544,841	(72,426)		(20,260)	(92,686)	(0.1701)			(92,686)	452,155				452,155	0.8299	13,700
00 065	Sarosky	Jeri	Phoenix	07/24/07	4.000	213,082	187,582	1.1000	206,870	0.65	(134,336)	72,534	(20,679)			(20,679)	(0.1001)			(20,679)	51,855				51,856	0.2498	11,200
00 066	Shapiro	Irwin	Jeff Pilot	07/24/07	8.000	190,540	162,840	1.1300	184,009	0.60	(110,406)	73,604	(26,243)		(392)	(26,595)	(0.1445)			(26,595)	47,009	0.05	(9,147)		38,067	0.2112	13,700
00 067	Smith	Jack	Jeff Pilot	07/24/07	5.000	237,700	212,500	1.0998	233,708	0.60	(140,225)	93,483	(32,942)		(6,200)	(39,142)	(0.1675)			(39,142)	54,341	0.05	(11,475)		42,866	0.1834	11,200
00 068	Loggins	Jim	Jeff Pilot	07/26/07	4.000	325,700	300,000	1.0849	325,470	0.60	(195,282)	130,188	(44,957)		(16,656)	(60,613)	(0.1862)			(60,613)	86,978		(22,080)		47,495	0.1459	11,200
00 069	Slater	David	Phoenix	07/26/07	5.000	252,114	226,914	1.1000	249,605	0.60	(149,763)	99,842	(24,467)			(24,467)	(0.0980)			(24,467)	75,375				75,375	0.3020	11,200
00 070	Kagel	David	Jeff Pilot	07/27/07	10.000	380,200	362,500	1.1700	424,125	0.50	(212,063)	212,063	(53,541)		(5,900)	(59,441)	(0.1401)			(59,441)	152,622	0.15	(96,796)	(33,350)	22,484	0.0530	13,700
00 071	Prince	Jack	Phoenix	07/27/07	10.000	630,328	606,328	1.1000	667,161	0.65	(433,655)	233,513	(61,192)			(61,192)	(0.0917)			(61,192)	172,321	0.05	(30,328)		141,995	0.2128	10,000
00 072	Leya	Lupe	Trans	07/30/07	5.000	133,800	110,300	1.0700	118,021	0.65	(76,714)	41,307	(12,889)		(938)	(13,824)	(0.1171)			(13,824)	27,483				27,483	0.2329	10,000
00 073	Petefakes	John	Jeff Pilot	07/30/07	5.000	258,400	234,900	1.1000	259,280	0.60	(155,034)	103,358	(35,855)		(8,100)	(44,955)	(0.1740)			(44,955)	58,401				58,401	0.2260	10,000
00 074	Sackeber	Marilyn	Jeff Pilot	07/31/07	8.000	319,867	136,950	1.1700	160,232	0.60	(96,139)	64,093	(43,773)		(2,256)	(46,129)	(0.2879)			(46,129)	17,964			(1,856)	16,109	0.1005	10,000
00 075	Rosenthal	Harriet	Phoenix	08/08/07	5.000	278,068	250,868	1.1000	275,953	0.65	(179,369)	96,583	(29,792)			(29,792)	(0.0971)			(29,792)	69,791	0.05	(16,933)		52,858	0.1915	11,200
00 076	Kahn	Lenetta	Jeff Pilot	08/07/07	4.000	150,400	129,200	1.0849	138,828	0.60	(81,498)	54,332	(20,714)		(4,004)	(24,718)	(0.1820)			(24,718)	29,614	0.05	(5,290)	(9,215)	14,139	0.1041	11,200
00 077	Hunter	Evelyn	Jeff Pilot	08/07/07	5.000	201,700	173,500	1.0854	188,320	0.50	(94,160)	94,160	(27,918)		(4,400)	(32,318)	(0.1716)			(32,318)	61,842	0.15	(26,025)	(65)	35,772	0.1900	11,200
00 078	Miller	Gail	Jeff Pilot	08/07/07	5.000	190,050	164,850	1.0855	178,945	0.50	(107,367)	71,578	(26,738)		(13,743)	(40,081)	(0.2240)			(40,081)	31,497				31,497	0.1760	11,200
00 079	Snyderman	Perry	Phoenix	08/08/07	8.000	333,799	308,299	1.1000	340,318	0.65	(221,142)	119,077	(32,394)			(32,394)	(0.0952)			(32,394)	86,683				86,683	0.2548	10,000
00 080	Gaule	Maurice	Lincoln	08/09/07	8.400	364,460	340,960	1.1000	397,856	0.63	(250,145)	146,911	(52,952)		(14,400)	(67,352)	(0.1696)			(67,352)	79,559				79,559	0.2004	10,000
00 081	Sotton	Frederick	Phoenix	08/10/07	10.000	606,811	579,111	1.1000	637,922	0.65	(414,650)	223,272	(58,800)			(58,800)	(0.0924)			(58,800)	164,068	0.05	(28,956)		135,112	0.2121	13,700
00 082	Von Rutenb	Jane	Phoenix	08/13/07	12.000	978,700	668,000	1.1000	805,000	0.65	(393,250)	211,750	(58,161)			(58,161)	(0.0928)			(58,161)	153,589				186,688	0.2972	13,700
00 083	Pfeiffe	Gail	Phoenix	08/14/07	8.000	402,928	373,228	1.1000	412,751	0.65	(268,288)	144,463	(38,103)			(38,103)	(0.0947)			(38,103)	105,360	0.05	(16,781)		88,598	0.2068	13,700
00 085	Forward	Stanley	Phoenix	08/15/07	5.000	232,203	207,003	1.1000	227,703	0.65	(148,007)	79,696	(22,535)			(22,535)	(0.0990)			(22,535)	57,161	0.05	(10,350)		46,811	0.2058	11,200
00 084	Chmielech	Ann	Trans	08/16/07	9.800	229,690	201,850	1.0700	215,986	0.60	(129,592)	86,392	(22,277)		(15,048)	(37,325)	(0.1728)			(37,325)	49,067				49,067	0.2272	13,700
00 088	Shalom	Maurice	Jeff Pilot	08/17/07	10.000	489,800	462,100	1.2840	593,341	0.60	(356,005)	237,336	(97,544)		(16,629)	(78,189)	(0.1317)			(78,189)	159,167				159,167	0.2683	13,700
00 080	Sartizel	Barbara	Phoenix	08/23/07	8.000	337,480	310,950	1.1000	342,089	0.65	(222,358)	119,731	(32,753)			(32,753)	(0.0957)			(32,753)	86,978	0.05	(15,550)		71,429	0.2068	12,500
00 090	Farrell	Richard	Jeff Pilot	08/23/07	7.000	452,780	393,080	1.1200	442,490	0.60	(265,494)	176,996	(56,229)		(23,407)	(80,636)				(80,636)	96,360	0.05	(22,124)		74,236	0.1676	13,700
00 089	Wiley	Evelyn	Phoenix	08/24/07	5.000	275,478	250,278	1.1000	275,306	0.65	(178,949)	96,357	(26,735)			(26,735)	(0.0971)			(26,735)	69,622	0.05	(12,514)		57,108	0.2074	11,200
00 087	Woods	Jonathan	Jeff Pilot	08/24/07	4.550	181,447	158,247	1.0849	169,513	0.60	(101,707)	67,805	(25,022)		(1,950)	(26,972)	(0.1591)			(26,972)	40,833				40,833	0.2409	11,200
00 088	Qinda	Malcolm	Jeff Pilot	08/24/07	4.500	249,130	222,930	1.0849	241,857	0.50	(120,928)	120,928	(34,090)		(8,950)	(43,040)	(0.1780)			(43,040)	77,888				77,888	0.3220	11,200

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GSC-21	Clements	Melvin	Jet Pilot	10/26/07	5,000	351,350	326,150	1.1400	371,811	0.80	(223,087)	148,724	(56,521)		(11,168)	(67,709)	(0.1821)	(67,709)	81,015			81,015	0.2179	8,950
GSC-22	Feinberg	Thomas	Trans	10/26/07	3,000	133,849	108,849	1.0500	114,396	-	0	114,396	(14,196)	(2,429)	(6,924)	(22,549)	(0.1971)	(22,549)	91,848	0.80	(65,369)	26,479	0.2315	8,950
GSC-23	Oliver	Marlene	ING	10/26/07	5,000	282,000	226,800	1.0500	238,140	0.63	(154,791)	83,349	(28,758)	(2,572)	-	(29,286)	(0.1230)	(29,286)	54,063			54,063	0.2270	8,950
GSC-24	Jackson	Cary	Phoenix	10/26/07	4,000	353,680	280,000	1.1000	308,000	0.63	(185,800)	100,100	(41,264)		(870)	(42,134)	(0.1473)	(42,134)	57,966	0.65	(4,530)	(456)	52,958	0.1852	15,200
GSC-25	Fryd	Carol	Jet Pilot	10/29/07	10,000	402,200	384,100	1.0849	416,710	0.55	(229,191)	187,520	(61,732)		(6,439)	(68,169)	(0.1636)	(68,169)	119,351	0.65	(10,205)		100,126	0.2403	14,850
GSC-26	Fryd	Carol	Jet Pilot	10/29/07	10,000	402,200	384,100	1.0849	416,710	0.50	(208,355)	208,355	(61,732)		(6,439)	(68,169)	(0.1636)	(68,169)	140,186	0.65	(19,205)		120,981	0.2903	14,850
GSC-25	Fryd	Carol	Phoenix	10/29/07	6,000	276,818	268,819	1.1000	295,701	0.63	(192,206)	103,495	(29,402)	(2,769)	-	(32,171)	(0.1068)	(32,171)	71,324	0.65	(13,441)		57,883	0.1857	-
GSC-26	Schwartz	Patricia	Phoenix	10/30/07	7,500	288,500	258,800	1.1000	284,680	0.63	(185,042)	99,638	(33,298)		-	(33,298)	(0.1170)	(33,298)	66,342	0.65	(12,940)		53,402	0.1876	11,450
GSC-27	McCabe-Wh	Eileen	Phoenix	10/30/07	10,000	394,737	388,737	1.1000	427,611	0.65	(277,947)	149,664	(45,947)		-	(45,947)	(0.1079)	(45,947)	103,717	0.65	(21,361)		82,356	0.1935	2,000
GSC-28	Sarbo	Elaine	Phoenix	10/30/07	7,000	299,316	272,116	1.1000	299,328	0.65	(194,563)	104,765	(34,785)		-	(34,785)	(0.1162)	(34,785)	69,980	0.65	(14,866)		55,013	0.1838	11,450
GSC-29	Chockalam	Sylvia	Phoenix	10/30/07	5,000	261,595	253,395	1.1000	258,735	0.65	(168,077)	89,657	(30,422)		-	(30,422)	(0.1184)	(30,422)	59,455	.05/.05	(15,754)		43,701	0.1702	15,200
GSC-30	Weinberger	Margarete	Phoenix	10/30/07	4,000	256,840	228,440	1.1000	251,284	0.65	(163,335)	87,949	(30,201)		(2,045)	(32,246)	(0.1263)	(32,246)	55,703		(3,100)	52,603	0.2050	11,950
00 154	Santaluce	Teresa	Jet Pilot	10/31/07	20,000	1,985,700	1,828,000	1.0200	1,049,540	0.60	(629,748)	419,832	(150,426)		(88,226)	(216,654)	(0.2064)	(216,654)	203,178	0.65	(51,450)		151,728	0.1448	20,450
00 155	Silberg	Robert	Phoenix	11/01/07	6,000	321,605	280,805	1.1000	319,698	0.63	(207,997)	111,698	(34,668)		-	(34,668)	(0.1085)	(34,668)	77,018	0.65	(16,000)		61,019	0.1935	16,700
00 156	Pyne	Iris	Phoenix	11/01/07	5,000	181,080	152,880	1.1000	168,179	0.63	(105,318)	58,863	(19,196)		-	(19,196)	(0.1141)	(19,196)	39,667	0.65	(8,409)		31,258	0.1656	12,700
00 157	Gann	Donald	Phoenix	11/01/07	10,000	548,700	536,200	1.1000	589,820	0.63	(369,383)	208,437	(67,933)		-	(67,933)	(0.0982)	(67,933)	140,504	0.65	(9,384)		130,121	0.2259	2,250
GSC-31	Millard	Blanche	Phoenix	11/01/07	10,000	453,840	426,240	1.1000	467,764	-	0	467,764	(55,603)		-	(55,603)	(0.1170)	(55,603)	412,781	.0325/.585	(262,586)	(7,442)	142,733	0.3651	14,450
GSC-32	Scovins	Chris	Phoenix	11/02/07	4,000	264,200	264,000	1.1000	282,800	0.63	(180,192)	102,410	(35,491)		-	(35,491)	(0.1213)	(35,491)	66,919			(42)	66,877	0.2266	15,200
GSC-33	Schapiro	Barbara	Jet Pilot	11/07/07	5,000	208,000	179,800	1.0849	195,065	0.80	(117,039)	78,026	(32,515)		(1,131)	(33,646)	(0.1726)	(33,646)	44,380				44,380	0.2275	15,200
00 158	Brechner	Milton	Jet Pilot	11/08/07	10,000	574,800	564,400	1.1000	606,849	0.60	(372,504)	248,336	(83,209)		(21,654)	(105,463)	(0.1559)	(105,463)	142,873				142,873	0.2301	3,000
GSC-34	Carnage	Gerald	Pure	11/08/07	5,000	357,450	329,250	0.9900	325,958	0.65	(211,872)	114,085	(39,547)	(3,575)	-	(43,122)	(0.1323)	(43,122)	70,963				70,963	0.2177	15,200
GSC-35	Glassie	F. Gary	Phoenix	11/08/07	10,000	489,870	488,870	1.1000	515,897	0.65	(335,314)	180,583	(55,282)	(4,597)	-	(59,279)	(0.1199)	(59,279)	130,274	0.65	(23,449)		106,826	0.1977	14,450
GSC-36	Allman	Jerome	Jet Pilot	11/08/07	10,000	745,000	714,300	1.0849	739,494	0.80	(139,496)	99,998	(30,957)	(2,450)	-	(33,407)	(0.1895)	(33,407)	53,591				53,591	0.2905	10,700
GSC-37	McCarthy	Joseph	Jet Pilot	11/08/07	5,000	236,500	212,500	1.1000	233,750	0.80	(140,250)	93,500	(35,534)	(3045	(5,350)	(44,229)	(0.1892)	(44,229)	49,271				49,271	0.2108	7,750
GSC-38	Weinstein	Janet	Phoenix	11/08/07	5,000	186,400	180,200	1.1000	178,220	0.65	(114,843)	61,877	(20,844)	(1,894)	-	(22,738)	(0.1276)	(22,738)	38,949	0.65	(9,811)		30,138	0.1710	15,200
00 159	Whatley	James	Phoenix	11/09/07	5,000	252,445	224,245	1.1000	246,670	0.65	(160,335)	86,334	(27,869)		-	(27,869)	(0.1130)	(27,869)	58,465	.05/.05	(15,137)		43,329	0.1757	12,950
GSC-39	Villani	Louis	Jet Pilot	11/09/07	10,000	666,700	630,000	1.1400	726,480	0.60	(437,076)	291,384	(100,880)	-9687	(23,519)	(133,886)	(0.1838)	(133,886)	157,518				157,518	0.2162	11,450
GSC-40	Berkowitz	Frederika	Phoenix	11/09/07	5,000	326,050	275,000	1.1000	302,500	0.65	(196,625)	105,875	(36,572)	(3,381)	-	(39,954)	(0.1300)	(39,954)	65,541			(160)	65,381	0.2104	11,950
GSC-41	Raphaelson	Larry	Jet Pilot	11/13/07	10,000	495,000	464,300	1.0849	436,826	0.80	(263,173)	173,652	(53,287)	-5350	(15,807)	(87,264)	(0.1997)	(87,264)	88,098				88,098	0.2008	14,450
GSC-42	Katzen	Howard	Phoenix	11/13/07	10,000	474,849	393,849	1.1000	433,334	0.65	(291,667)	151,667	(49,981)	(4,248)	-	(51,227)	(0.1182)	(51,227)	100,440	0.65	(21,687)		78,773	0.1818	17,700
GSC-43	DiCarlo	Marianne	Jet Pilot	11/13/07	10,000	391,800	261,100	1.1300	295,043	0.80	(177,026)	118,017	(43,869)	-4666	(13,696)	(62,183)	(0.2108)	(62,183)	55,824				55,824	0.1892	14,450
GSC-44	Holden	E. Ray	ING	11/14/07	10,000	371,300	340,800	1.0800	367,840	0.65	(232,599)	135,244	(44,101)	(3,715)	-	(44,816)	(0.1252)	(44,816)	90,429			(6,974)	73,454	0.2053	13,700
00 160	Cawthorne	Charles	Jet Pilot	11/15/07	7,000	314,700	297,000	1.0849	322,215	0.60	(193,329)	128,886	(48,922)		(6,018)	(53,940)	(0.1674)	(53,940)	74,946			-	74,946	0.2226	12,450
GSC-45	Morfoot	Lloyd	Mail	11/15/07	10,000	429,900	369,200	0.9350	373,252	0.65	(242,614)	130,638	(47,882)	(8,149)	(10,497)	(64,528)	(0.1720)	(64,528)	90,429			-	68,429	0.1780	-
GSC-46	Morfoot	Lloyd	Phoenix	11/15/07	10,000	432,400	428,000	1.1000	471,780	0.65	(306,654)	165,127	(47,839)	(4,324)	-	(52,163)	(0.1106)	(52,163)	112,964	0.65			112,964	0.2394	16,200
GSC-48	Krevans	Gerald	Trans	11/16/07	5,000	371,900	348,700	1.1000	361,370	0.65	(247,891)	133,480	(41,401)	(7,199)	(16,821)	(67,409)	(0.1788)	(67,409)	83,407	0.65	17,335		83,407	0.2187	8,950
GSC-47	Nichols	Irene	ING	11/16/07	10,000	484,300	453,800	1.0500	476,290	0.63	(300,063)	186,888	(53,581)	(4,643)	-	(58,424)	(0.1227)	(58,424)	106,274			-	106,274	0.2273	17,700
GSC-48	Zoldan	Alex	Jet Pilot	11/19/07	10,000	395,500	324,800	1.0200	331,296	0.65	(215,342)	115,954	(53,565)	-4064	(4,135)	(61,787)	(0.1865)	(61,787)	54,167		(15,590)		38,577	0.1184	14,450
00 161	Lippert	Joyce	Jet Pilot	11/20/07	5,000	302,800	274,400	1.1300	310,072	0.60	(186,043)	124,029	(44,413)		(14,828)	(59,241)	(0.1911)	(59,241)	64,788				64,788	0.2069	12,950
GSC-49	McLeod	Anella	Phoenix	11/20/07	5,000	228,670	198,470	1.1000	218,317	-	0	218,317	(26,078)	(2,287)	-	(27,345)	(0.1253)	(27,345)	61,967				61,967	0.2838	15,200
GSC-50	Bertram	Jean	Phoenix	11/20/07	5,000	336,303	307,003	1.1000	337,703	0.65	(146,007)	79,696	(26,022)	(2,352)	-	(28,374)	(0.1246)	(28,374)	51,322	0.65	(3,823)		47,700	0.2095	15,200
GSC-51	Aronberg	Harold	Jet Pilot	11/20/07	4,000	238,800	211,400	1.0849	229,348	-	0	229,348	(35,048)	-3496	(5,342)	(48,886)	(0.2044)	(48,886)	133,462				133,462	0.7956	15,700
GSC-52	Mortier	Lloyd	Trans	11/21/07	10,000	384,488	373,988	1.1000	411,387	0.65	(267,401)	143,985	(47,839)	-8153	(12,252)	(68,244)	(0.1481)	(68,244)	83,472	0.65			83,472	0.1519	8,500
GSC-53	Bart	Jack	Jet Pilot	11/21/07	10,000	432,000	404,300	1.1700	473,031	0.50	(236,516)	236,516	(62,886)	-5465	(8,941)	(77,004)	(0.1626)	(77,004)	159,512	0.15	(60,645)		98,867	0.2090	12,950
GSC-54	Wallace	Phyllis	Phoenix	11/26/07	5,000	281,545	253,345	1.1000	278,680	0.65	(181,142)	97,538	(31,149)	(2,918)	-	(34,066)	(0.1219)	(34,066)	63,574				63,574	0.2281	11,950
GSC-55	Rappaport	Marion	Phoenix	11/26/07	5,000	242,650	214,450	1.1000	235,895	0.60	(141,537)	94,358	(29,846)	(2,427)	-	(29,273)	(0.1241)	(29,273)	85,085	.05/.05	(21,981)		43,104	0.1827	11,950
GSC-56	DiCarlo	Marianne	AIG	11/27/07	10,000	270,400	255,900	1.0300	267,697	0.65	(174,003)	93,694	(29,916)	(2,489)	(4,270)	(37,675)	(0.1407)	(37,675)	56,019				56,019	0.1963	8,500
GSC-57	Cogill	Anne	Jet Pilot	11/27/07	10,000	395,500	384,500	1.0700	390,336	0.80	(234,202)	156,134	(54,120)	-4665	(9,468)	(68,253)	(0.1749)	(68,253)	87,881			-140	87,741	0.2246	15,450
GSC-58	Rosenthal	James	Jet Pilot	11/27/07	7,000	288,220	268,520	1.1300	303,428	0.60	(182,057)	121,371	(43,832)	-3757	(6,101)	(53,690)	(0.1769)	(53,690)	67,681				67,681	0.2231	13,700
00 162	Hirsch	Marian	Phoenix	11/28/07	4,100	248,042	219,542	1.1000	241,496	0.60	(145,096)	96,730	(27,383)		-	(27,383)	(0.1132)	(27,383)	69,347	0.65/.05	(21,429)		47,913	0.1981	15,200
00 163	Goldstine	Robert	Jet Pilot	11/28/07	5,000	275,900	247,700	1.0849	268,730	0.60	(161,238)	107,492	(40,364)		(7,441)	(47,795)	(0.1779)	(47,795)	69,697		(18,727)		39,970	0.1497	15,200
GSC-59	Friedman	Harlene	Jet Pilot	11/28/07	5,000	270,240	192,540	1.1300	217,570	0.60	(130,542)	87,028	(32,701)	-7966	(5,685)	(41,952)	(0.1910)	(41,952)	45,476		(5,790)		40,086	0.1842	16,200
GSC-60	Frankel	Naftali	Trans	11/28/07	10,000	562,500	531,600	1.1000	584,560	0.63	(380,237)	204,743	(62,233)	-10943	(30,171)	(103,347)	(0.1767)	(103,347)	101,396				101,396	0.1733	14,450
GSC-61	St Moritz	Philip	Jet Pilot	11/29/07	20,000	723,500	686,600	1.1400	782,952	0.60	(469,771)	313,181	(108,340)	-8228	(7,462)	(121,648)	(0.1546)	(121,648)	192,133				192,133	0.2454	22,700
GSC-62	Bishoff	Francine	Phoenix	11/29/07	5,000	219,369	187,169	1.1000	205,882	0.63	(130,823)	72,058	(20,827)	(2,154)	-	(25,981)	(0.1262)	(25,981)	46,078	0.65	(9,358)		36,719	0.1784	15,200
GSC-63	Phillips	Lydia	Jet Pilot	11/29/07	5,000	201,700	173,500	1.0849	188,230	0.80	(112,938)	75,292	(29,777)	(2,207)	(2,221)	(34,205)	(0.1823)	(34,205)	40,987				40,987	0.2177	11,850
GSC-64	Peckerman	Ruth	Trans	11/29/07	5,000	180,730	122,550	1.1000	145,805	0.65	(94,773)	51,032	(17,785)	(2,833)	(7,520)	(28,238)	(0.1937)	(28,238)	22,794				22,794	0.1563	11,850
GSC-65	Goldstein	Helene	Phoenix	11/29/07	5,000	173,040	147,840	1.1000	162,624	0.65	(105,706)	56,918	(19,145)	(1,730)	-	(20,875)	(0.1284)	(20,875)	36,043	0.65	(8,131)		27,912	0.1716	8,950
GSC-66	Ross	Richard	ING	11/29/07	10,000	473,500	442,800	1.0500	464,940	0.65	(302,211)	162,729	(52,387)	(4,735)	-	(57,122)	(0.1229)	(57,122)	105,607	0.65	(22,140)		83,467	0.1795	17,700
GSC-67	Fadellah	Wahbi	Phoenix	11/30/07	5,000	353,200	325,000	1.1000	357,500	0.69	(214,500)	143,000	(39,077)	(3,822)	(1,946)	(44,545)	(0.1245)	(44,545)	98,455	0.65/.05	(49,563)		48,893	0.1368	15,200
GSC-68	Cohen-Rad	Sylvia	Phoenix	11/30/07	5,000	281,646	253,346	1.1000	278,680	0.65	(181,142)	97,538	(31,149)	(2,918)	-	(33,964)	(0.1218)	(33,964)	63,574	0.65	(13,934)		49,640	0.1781	15,200
GSC-69	Fernan	Paul	AIG	12/01/07	5,000	248,800	220,600	1.0000	227,218	0.65	(147,692)	79,526	(27,526)	-3714	(5,956)	(36,196)	(0.1601)	(36,196)	41,330	0.65	(3,858)		37,471	0.1649	15,200
GSC-70	Upman	Barbara	Phoenix	12/05/07	5,000	283,394	232,894	1.1000	256,183	0.53	(140,901)	115,283	(39,183)	(6,600)	-	(45,183)	(0.1773)	(45,183)	80,120	0.10			80,120	0.3127	14,450
GSC-71	Venkatamb	Jana	Trans	12/06/07	5,000	153,100	124,800	1.0500	131,145	0.65	(85,344)	45,801	(16,938)	-5000	(7,087)	(30,025)	(0.2289)	(30,025)	15,876				15,876	0.1211	15,700
GSC-72	Hipsen	JoAnn	Phoenix	12/06/07	5,000	249,215	224,015	1.1000	246,417	0.65	(160,171)	86,246	(27,572)	(6,000)	-	(33,572)	(0.1352)	(33,572)	52,674	0.65	(12,321)		40,353	0.1858	8,950
GSC-73	Cho	Lucy	Phoenix	12/11/07	5,000	281,545	253,345	1.1000	278,680	0.69	(187,298)	111,472	(31,149)	(6,000)	-	(37,149)	(0.1333)	(37,149)	74,323	0.65/.05	(38,635)		35,688	0.1281	15,200
GSC-74	Weinberger	Helen	Phoenix	12/11/07	5,000	281,545	253,345	1.1000	278,680	0.65	(181,142)	97,538	(31,149)	(6,000)	-	(37,149)	(0.1333)	(37,149)	60,389				60,389	0.2167	16,700
GSC-75	Hoper	Daniel	Jet Pilot	12/12/07	10,000	414,300	383,800	1.1400	437,304	0.60	(262,382)	174,922	(61,656)	-8000	(8,878)	(78,534)	(0.1795)	(78,534)	88,388	0.65	(21,865)		78,522	0.1750	16,700
GSC-76	Epstal	Stephen	Phoenix	12/12/07	5,000	273,295	245,195	1.1000	269,715	0.65	(175,314)	94,400	(31,450)	(6,000)	-	(37,450)	(0.1389)	(37,450)	56,950	0.65	(13,488)		43,464	0.1611	11,950
GSC-77	Diamond	Marilyn	Phoenix	12/12/07	5,000	259,700	228,500	1.1000	251,350	0.65	(163,378)	87,973	(49,582)	(6,000)	-	(55,582)	(0.2212)	(55,582)	32,385	0.65	(12,568)		19,817	0.0788	11,850
GSC-78	Ezzo	Daniel	Phoenix	12/12/07	4,000	268,200	260,000	1.1000	286,000	0.65	(185,900)	100,100	(33,153)	(6,000)	-	(39,153)	(0.1369)	(39,153)	60,947				60,947	0.2131	15,200
GSC-79	Brll	Edna	Jet Pilot	12/12/07	5,000	230,950	202,750	1.1400	231,195	0.80	(138,681)	92,454	(25,149)	0	(3,157)	(40,306)	(0.1744)	(40,306)	52,148	0.05	(11,557)		40,591	0.1756	-
GSC-79	BrB	Edna	Phoenix	12/13/07	5,000	189,530	181,330	1.1000	210,683	0.63	(136,844)	73,739	(22,953)	(6,000)	-	(28,953)	(0.1374)	(28,953)	44,786	0.05	(10,534)		34,252	0.1626	22,200
GSC-80	Kalchert	Harry	Phoenix	12/13/07	5,000	360,786	330,086	1.1000	363,106	0.65	(236,019)	127,087	(41,505)	(6,000)	-	(47,505)	(0.1308)	(47,505)	79,582	0.05	(16,505)		63,077	0.1737	17,700
GSC-81	Sirkin Wad	Sylvia	Phoenix	12/13/07	5,000	219,730	191,530	1.1000	210,683	0.65	(136,944)	73,739	(25,277)	(6,000)	-	(31,277)	(0.1485)	(31,277)	42,462	0.05	(9,577)		32,886	0.1561	15,200
GSC-82	Porter	Louis	ING	12/14/07	6,000	370,830	339,830	1.0500	356,927	0.50	(178,463)	178,463	(70,611)	-8000	(12,150)	(88,966)	(0.2493)	(88,966)	89,497				88,497	0.2507	17,700
GSC-83	Kahn	Barbara	ING	12/17/07	6,500	373,520	344,920	1.0500	257,166	0.65	(167,158)	90,008	(31,707)	(6,000)	-	(37,707)	(0.1466)	(37,707)	52,301	0.05	(12,858)		39,443	0.1534	14,450
GSC-84	Delaney	James	Phoenix	12/17/07	10,000	378,980	346,280	1.1000	383,118	0.63	(249,027)	134,092	(43,598)	(8,000)	-	(49,598)	(0.1295)	(49,598)	84,494				84,494	0.2205	16,200
GSC-85	Berkinger	Nesane	Jet Pilot	12/17/07	5,000	282,450	264,250	1.0849	286,665	0.60	(172,011)	114,674	(45,296)	-8000	(8,956)	(60,152)	(0.2098)	(60,152)	54,512				54,512	0.1902	14,200
GSC-86	Isenberg	Alice	Jet Pilot	12/19/07	6,000	171,920	141,120	1.1400	160,877	0.60	(96,526)	64,341	(18,757)	(8,000)	-	(32,757)	(0.2038)	(32,757)	31,584				31,584	0.1964	14,450
GSC-87	Richman	Herbert	Phoenix	12/19/07	10,000	511,200	480,300	0.9700	475,676	-	0	475,676	(59,945)	(8,000)	-	(67,945)	(0.1388)	(67,945)	405,733	0.65	(206,678)		122,655	0.2553	19,200
GSC-88	Weil	Sheldon	Jet Pilot	12/19/07	4,000	226,300	198,100	1.0849	214,984	0.70	(150,489)	64,495	(24,069)	-8000	(7,300)	(47,569)	(0.2213)	(47,569)	16,926				16,926	0.0787	16,700
GSC-89	Sabo	Stephanie	AIG	12/19/07	10,000	526,300	495,800	1.0300	510,458	0.63	(331,804)	178,654	(60,644)	-8000	(7,444)	(73,968)	(0.1449)	(73,968)	104,878				104,878	0.2051	17,700

GSC-90	Young	James	Jet Pilot	12/19/07	30,000	1,315,200	1,275,000	1.1349	1,448,998	0.90	(966,199)	378,799	(203,485)	-6000	(36,193)	(247,884)	(0.1712)		(247,884)	331,115				331,115	0.2268	21,956
GSC-91	Mensenga	Phyllis	Jet Pilot	12/20/07	10,000	258,800	226,100	1.1400	257,754	0.80	(154,652)	103,102	(39,084)	(6,000)	-	(45,084)	(0.1749)		(45,084)	58,018				58,018	0.2251	19,200
GSC-92	Hyman	Arlene	Jet Pilot	12/20/07	10,000	370,500	338,800	1.1400	387,372	0.90	(232,423)	154,949	(38,887)	-6000	(15,955)	(76,842)	(0.2035)		(76,842)	78,107				78,107	0.1963	19,700
GSC-93	Matherne	Earl	Phoenix	12/21/07	10,000	574,750	544,050	1.1000	598,455	0.95	(388,996)	209,459	(68,118)	(6,000)	-	(72,118)	(0.1205)		(72,118)	137,341	0.05	(6,521)		127,970	0.2136	19,700
GSC-94	Averbeg	Harold	Phoenix	12/21/07	7,500	426,430	417,930	1.1000	459,723	-	0	459,723	(49,288)	-	-	(49,288)	(0.1072)		(49,288)	410,436				410,436	0.8928	6,500
GSD-100	Evans	Richard	Jet Pilot	12/27/07	10,000	357,500	324,600	1.0849	352,378	0.80	(211,425)	140,950	(54,584)	(6,000)	(4,210)	(64,794)	(0.1839)		(64,794)	76,158	0.05	(3,684)		70,472	0.2000	21,200
GSC-101	Oulanti	Robert	Phoenix	12/27/07	5,000	247,075	219,375	1.0800	238,119	0.83	(155,427)	82,692	(28,423)	(6,000)	-	(34,423)	(0.1446)		(34,423)	48,269	0.05	(10,969)		38,300	0.1602	19,200
GSC-45	Castore	Rocco	Phoenix	12/27/07	5,000	350,200	325,000	1.1000	357,500	0.88	(232,375)	125,125	(40,631)	(6,000)	-	(46,631)	(0.1304)		(46,631)	78,494				78,494	0.2196	15,200
GSC-96	Peyre	Randal	Phoenix	12/27/07	5,000	223,794	193,088	1.1000	212,406	0.85	(138,064)	74,342	(25,745)	(6,000)	-	(31,745)	(0.1495)		(31,745)	42,597				42,597	0.2005	19,200
GSC-97	Wright	Peter	AIG	12/27/07	20,000	1,131,500	1,094,900	1.0300	1,127,844	0.85	(732,969)	394,875	(130,164)	-6000	(43,084)	(181,228)	(0.1607)		(181,228)	213,447				213,447	0.1893	22,700
GSC-98	Schmeyer	Frank	AIG	12/27/07	20,000	1,210,500	1,174,800	1.0300	1,210,044	0.85	(786,529)	423,516	(139,382)	-6000	(65,857)	(211,109)	(0.1745)		(211,109)	212,408				212,408	0.1755	24,200
GSC-99	Arenson	Hubert	Phoenix	12/27/07	4,000	264,824	239,824	1.0894	248,554	0.85	(160,475)	88,459	(29,314)	(6,000)	-	(35,314)	(0.1430)		(35,314)	51,095				51,095	0.2070	18,700
GSC-102	Shurtliff	Jeanne	IHG	12/29/07	5,000	239,800	201,800	1.0500	211,890	0.83	(137,592)	74,098	(26,435)	(6,000)	-	(32,435)	(0.1532)		(32,435)	41,653	0.05	(10,584)		31,069	0.1466	15,200
GSC-103	Sandbelle	Arend	Phoenix	12/29/07	7,000	369,853	359,953	1.1000	394,948	0.85	(256,631)	138,197	(44,825)	(6,000)	-	(50,825)	(0.1287)		(50,825)	87,372				87,372	0.2213	17,700
GSC-104	Hagemeyer	Edna	Phoenix	12/29/07	4,000	193,444	163,244	1.1000	179,568	0.85	(116,719)	62,849	(18,824)	(6,000)	-	(24,824)	(0.1382)		(24,824)	38,025				38,025	0.2118	18,700
GSC-105	Nachowitz	Sidney	AIG	12/31/07	10,000	387,000	365,800	1.0300	376,695	0.85	(250,762)	130,333	(45,869)	0	(12,046)	(57,715)	(0.1450)		(57,715)	81,818				81,818	0.2050	
GSC-106	Nachowitz	Sidney	Phoenix	12/31/07	10,000	686,800	600,600	1.1000	660,660	0.85	(267,900)	192,800	(65,215)	-6000	-	(71,215)	(0.1295)		(71,215)	121,285			324	121,609	0.2211	27,200
GSC-108	Smith	Nancy	Jet Pilot	12/31/07	7,000	261,490	230,790	1.1349	261,824	0.80	(157,154)	104,769	(39,179)	(6,000)	(2,447)	(47,621)	(0.1818)		(47,621)	57,148	0.05	(4,616)		52,533	0.2006	17,700
GSC-107	Mills	Ed	Phoenix	12/31/07	5,000	259,375	231,175	1.1000	254,293	0.85	(165,790)	89,502	(29,536)	(6,000)	-	(35,536)	(0.1405)		(35,536)	53,184	0.05	(4,049)		49,119	0.1932	18,700
	Totals				1,890,388	93,861,811	88,178,873	987	84,629,797	163	(55,668,527)	38,969,214	(11,464,969)	(139,368)	(1,991,928)	(13,436,361)	(14)	(120,466)	(13,556,797)	25,412,456	11	(3,649,281)	(277,693)	21,492,507	60	5,335,199

Loan No.	Last Name	First Name	Carrier	Fund Date	Face Amount (millions)	Loan Amount	Target Commission	Carrier Adjustment Factor		Application Percentage	Application Amount	Retained Commission	UT Fee Year 1	Application Fee	UT Fee Year 2	UT Fee Total	Percent of Total Commission	Cash Flow Swap	Total			Amount Paid to Other Advisors, Etc.	Amount	Percent of Total Commissions	Origination Fee, Etc
00 017	Cohen	James	Hartford	01/17/07	5.000	167,000	142,500	1.1000	156,750	-	0	156,750	(15,740)			(15,740)	0.1004		(15,740)	141,810			(1,425)	139,585	0.8905	10,000
00 017	Cohen	James	Phoenix	01/17/07	10.000	329,784	329,784	1.1000	362,762	-	0	362,762	(39,134)			(39,134)	0.1079		(39,134)	323,628				323,628	0.8921	
00 018	Fox	Richard	Phoenix	01/25/07	5.000	414,000	390,000	1.1000	429,000	-	0	429,000	(40,178)		(499)	(40,677)	0.0948		(40,677)	388,323				388,323	0.8052	10,000
00 019	Samuels	Rosalind	Phoenix	02/07/07	4.000	161,584	137,584	1.1000	151,342	0.85	(98,373)	52,970	(15,682)			(15,682)	0.1036		(15,682)	37,288	0.05	(6,878)		30,409	0.2006	10,000
00 019	Samuels	Rosalind	Phoenix	02/07/07	4.000	141,148	141,148	1.1000	155,263	0.85	(100,921)	54,342	(13,698)			(13,698)	0.0882		(13,698)	40,644	0.05	(7,057)		33,587	0.2163	
00 020	Bell	Martin	Hartford	02/08/07	5.000	307,650	264,360	1.1000	313,786	0.60	(197,671)	126,114	(39,374)			(39,374)	0.1256		(39,374)	85,740			(1,137)	84,603	0.2705	10,000
00 021	Blackburn	Sadie	Mass Mut	02/23/07	5.000	297,650	292,650	0.9350	273,628	0.60	(164,177)	109,451	(36,517)		0	(36,517)	0.1335		(36,517)	72,934				72,934	0.2665	
00 022	Cohen	James	Penn Mut	02/27/07	10.000	321,500	315,000	0.9900	312,767	-	0	312,767	(19,676)		-	(19,676)	0.0629	(120,406)	(140,084)	172,683				172,683	0.8621	
00 023	Fidel	Bernard	Phoenix	04/05/07	5.000	291,742	267,742	1.1000	283,516	0.65	(184,286)	99,231	(27,342)			(27,342)	0.0964		(27,342)	71,889				71,889	0.2536	10000
00 024	Mulkey	David	Mass Mut	04/12/07	10.000	282,800	239,300	0.9350	223,746	0.65	(145,435)	78,311	(25,504)			(25,504)	0.1140		(25,504)	52,807				52,807	0.2360	10,000
00 025	Morello	Lucille	Phoenix	04/13/07	10.000	542,062	516,562	1.1000	579,418	0.65	(370,772)	199,646	(52,808)			(52,808)	0.0922		(52,808)	147,040			-199646.4	(52,808)	(0.0922)	10000
00 026	Bader	Sidney	Penn Mut	04/24/07	10.000	712,500	686,500	0.8800	681,818	0.60	(377,986)	303,829	(69,147)		(15,109)	(84,256)	0.1236		(84,256)	219,573				219,573	0.3218	10,000
00 027	Freedman	Kate	Phoenix	05/04/07	5.000	414,000	390,000	1.1000	429,000	0.65	(278,850)	150,150	(40,178)		(600)	(40,978)	0.0955		(40,978)	109,172				109,172	0.2545	10,000
00 028	Shapiro	Dorothy	Phoenix	05/08/07	4.500	287,535	244,035	1.1000	268,439	0.70	(187,907)	80,532	(25,864)			(25,864)	0.0967		(25,864)	54,568	0.05	(5,053)		49,513	0.1844	10,000
00 029	Reymes	Frederick	Phoenix	05/08/07	5.000	327,284	303,284	1.1000	333,590	0.70	(233,513)	100,077	(31,760)			(31,760)	0.0952		(31,760)	68,317	0.05	(5,004)		63,313	0.1898	10,000
00 030	Kraus	Dorothy	Trans	05/15/07	20.000	1,423,500	955,200	1.0850	1,036,435	0.65	(673,683)	362,698	(138,147)		(78,100)	(216,247)	0.2086		(216,247)	146,449				146,449	0.1413	10,000
00 031	Gordon	Esther	Phoenix	05/17/07	10.000	412,737	388,737	1.1000	427,611	0.65	(277,947)	149,664	(40,056)			(40,056)	0.0937		(40,056)	109,608	0.05	(21,381)		88,227	0.2063	10,000
00 032	Sobel	Walter	Phoenix	05/30/07	5.000	282,172	258,672	1.1000	282,539	0.70	(183,777)	78,762	(25,443)			(25,443)	0.0969		(25,443)	53,319	0.05	(3,580)		49,739	0.1895	10,000
00 033	Goetsch	Jan	Jeff Pilot	05/04/07	5.750	161,838	129,893	1.0849	140,926	0.80	(84,552)	56,366	(22,812)		(230)	(22,742)	0.1614		(22,742)	33,625			(87)	33,539	0.2389	11,200
00 034	Stern	William	Jeff Pilot	05/05/07	10.000	555,500	531,500	1.0999	584,544	0.80	(390,726)	233,817	(78,508)		(45,891)	(122,399)	0.2094		(122,399)	111,418	0.05	(29,227)		82,191	0.1406	10,000
00 035	Mulkey	David	Mass Mut	05/14/07	10.000	246,800	239,300	0.9350	223,746	0.65	(145,435)	78,311	(23,874)			(23,874)	0.1067		(23,874)	54,437				54,437	0.2433	1,200
00 036	Bovenkirk	David	Jeff Pilot	05/15/07	10.000	493,800	489,800	1.0999	516,886	0.65	(335,946)	180,940	(68,434)		(26,879)	(95,313)	0.1845		(95,313)	85,527	0.05	(26,879)		58,648	0.1135	10,000
00 037	Puzio	Emily	Hartford	05/15/07	5.000	269,433	229,500	1.1000	252,450	0.65	(164,093)	88,358	(26,148)		(20,915)	(47,063)	0.1864		(47,063)	41,295			(683)	40,612	0.1809	10,000
00 038	Zydel	Stephanie	Jeff Pilot	05/18/07	8.000	272,180	244,980	1.0849	265,779	0.60	(159,467)	106,312	(37,720)		(900)	(38,620)	0.1449		(38,620)	67,792				67,792	0.2551	13,700
00 039	Donahugh	Richard	Jeff Pilot	05/18/07	4.500	247,630	222,630	1.0849	241,557	0.60	(145,114)	96,743	(34,468)		(9,196)	(43,664)	0.1806		(43,664)	53,059				53,059	0.2194	11,200
00 040	Martin	Wencke	Jeff Pilot	05/18/07	5.000	136,350	111,850	1.0849	121,329	0.60	(72,877)	48,452	(18,826)			(18,826)	0.1554		(18,826)	29,626				29,626	0.2446	11,200
00 041	Ginsberg	Daniel	Phoenix	05/22/07	5.000	291,496	272,296	1.1000	299,526			299,526	(28,289)			(28,289)	0.0944		(28,289)	271,237	0.50	(109,800)		161,437	0.5390	13,700
00 042	Holmes	John - Per	Jeff Pilot	05/22/07	2.500	115,325	90,825	1.0849	98,519	0.80	(58,991)	39,528	(15,923)		(1,587)	(17,510)	0.1781		(17,510)	21,818				21,818	0.2219	11,200
00 043	Holmes	John - Bus	Jeff Pilot	05/25/07	2.550	117,138	92,438	1.0849	100,286	0.80	(68,172)	40,114	(16,174)		(1,525)	(17,699)	0.1785		(17,699)	22,415				22,415	0.2235	11,200
00 044	Smith	Joel	Phoenix	05/28/07	10.000	494,327	453,827	1.1000	499,210	0.65	(324,486)	174,723	(45,062)			(45,062)	0.0903		(45,062)	129,661	0.05	(24,960)		104,701	0.2097	5,000
00 045	Grey	Alvin	IND	05/29/07	2.000	156,500	131,300	1.0500	137,865	0.85	(89,612)	48,253	(15,188)		(3,143)	(18,331)	0.1330		(18,331)	29,922	0.05			29,922	0.2173	11,200
00 046	Gann	Donald	Jeff Pilot	05/29/07	5.000	272,014	249,000	1.0999	263,952	0.65	(171,569)	92,383	(37,557)		(23,036)	(60,593)	0.2296		(60,593)	31,790			(72)	31,718	0.1202	11,200
00 047	Malin	David	Phoenix	06/05/07	10.000	724,000	650,000	1.1015	716,001	0.65	(465,401)	250,600	(70,263)			(70,263)	0.0981		(70,263)	180,337	0.05	(35,800)		144,537	0.2013	10,000
00 048	Costello	Richard	Jeff Pilot	06/29/07	3.000	259,500	235,500	1.0998	259,102		0	259,102	(36,553)		(7,318)	(43,871)	0.1693		(43,871)	215,231				215,231	0.8307	10,000
00 049	Holmeyer	Daryl	Jeff Pilot	06/29/07	5.000	168,000	143,300	1.0849	155,468	0.60	(93,280)	62,186	(23,282)		(2,202)	(25,484)	0.1639		(25,484)	36,702				36,702	0.2381	11,200
00 050	Pirazzi	Gloria	Phoenix	06/29/07	9.000	360,800	307,300	1.1000	404,030	0.65	(262,620)	141,411	(37,927)			(37,927)	0.0939		(37,927)	103,484	0.05	(20,202)		83,282	0.2061	10,000
00 051	Debro	Kenneth	Jeff Pilot	07/03/07	10.000	545,407	505,900	1.0500	536,144	0.60	(321,839)	214,509	(74,463)		(46,643)	(121,106)	0.2259		(121,106)	91,403			(50)	91,353	0.1741	13,700
00 052	Dockerell	Norman	Jeff Pilot	07/05/07	10.000	474,300	448,800	1.0849	484,516	0.60	(290,710)	193,807	(65,487)		(15,215)	(80,702)	0.1668		(80,702)	113,105	0.05	(15,215)		97,890	0.2020	13,700
00 053	Brucker	Ronald	Phoenix	07/05/07	5.000	334,490	309,290	1.1000	340,219	-	0	340,219	(32,482)		-	(32,482)	0.0954		(32,482)	307,757	0.70	(216,503)		91,255	0.2682	11,200
00 054	Hibbard	Helene	Phoenix	07/10/07	10.000	529,255	500,555	1.1000	550,611	0.65	(357,897)	192,714	(51,268)			(51,268)	0.0931		(51,268)	141,448				141,448	0.2569	13,700
00 055	Camm	Marvin	Jeff Pilot	07/12/07	9.000	968,350	538,650	1.0849	584,381	0.60	(350,629)	233,753	(77,808)		(24,535)	(102,343)	0.1751		(102,343)	131,410				131,410	0.2249	13,700
00 056	Brewster	Patricia	Phoenix	07/12/07	4.500	178,780	155,280	1.1000	170,808	0.65	(111,025)	59,783	(17,350)			(17,350)	0.1016		(17,350)	42,433	0.05	(8,540)		33,892	0.1984	10,000
GSC-1	Oetzel	Masha-Helen	Phoenix	07/13/07	10.000	568,550	544,050	1.1000	598,455	0.65	(389,996)	209,459	(55,326)			(55,326)	0.0924		(55,326)	154,133	0.05	(27,203)		126,931	0.2121	10,000
00 057	Shaw	Linda	Phoenix	07/17/07	5.000	169,498	144,298	1.1000	158,729	0.50	(97,532)	101,196	(16,265)			(16,265)	0.1026		(16,265)	84,911		(13,233)	(18)	71,660	0.4518	11,200
00 058	Berman	Alan	Phoenix	07/19/07	10.000	450,800	438,100	1.1000	483,010	0.65	(313,957)	169,054	(41,730)			(43,730)	0.0905		(43,730)	125,324	0.05	(3,642)		121,481	0.2515	5,000
00 059	Berman	Alan	Jeff Pilot	07/19/07	10.000	452,700	425,000	1.1483	487,180	0.60	(292,314)	194,878	(62,583)		-13195	(75,778)	0.1555		(75,778)	119,098				119,098	0.2445	13,700
00 060	Malesky	John	Phoenix	07/19/07	7.000	451,770	424,570	1.1000	467,027	0.65	(303,568)	163,459	(43,843)			(43,843)	0.0939		(43,843)	119,616	0.05			119,617	0.2561	13,700
00 061	Einhorn	Norman	Jeff Pilot	07/19/07	5.000	208,450	181,250	1.0849	196,638	0.60	(117,983)	78,655	(26,605)		(5,047)	(31,652)	0.1605		(31,652)	47,193	0.05	(9,053)		38,041	0.1925	11,200
00 062	Sparo	Marcia	Phoenix	07/19/07	9.000	338,259	310,559	1.1000	341,615	0.70	(217,391)	124,224	(32,827)			(32,827)	(0.0981)		(32,827)	91,397	0.05	(222,949)		(130,553)	(0.3825)	13,700
00 063	Herskowitz	Bernard	Jeff Pilot	07/23/07	10.000	431,500	404,300	1.0998	444,649			444,649	(59,600)		(9,942)	(69,542)	(0.1548)		(69,542)	379,807				379,807	0.8452	13,700
00 064	Herskowitz	Janine	Jeff Pilot	07/23/07	10.000	622,500	495,400	1.0998	544,841			544,841	(72,426)		(20,250)	(92,686)	(0.1701)		(92,686)	452,155				452,155	0.8299	13,700
00 065	Sorosky	Jeri	Phoenix	07/24/07	4.000	213,062	187,862	1.1000	206,670	0.65	(134,336)	72,334	(20,679)			(20,679)	(0.1001)		(20,679)	51,655				51,655	0.2499	11,200
00 066	Shapiro	Irwin	Jeff Pilot	07/24/07	6.000	190,540	162,840	1.1300	184,009	0.60	(110,406)	73,604	(26,243)		(352)	(26,595)	(0.1445)		(26,595)	47,009	0.05	(8,142)		38,867	0.2112	13,700
00 067	Smith	Jack	Jeff Pilot	07/24/07	6.000	237,700	212,500	1.0998	233,708	0.60	(140,225)	93,483	(32,942)		(6,200)	(39,142)	(0.1675)		(39,142)	54,341	0.05	(11,475)		42,866	0.1834	11,200
00 068	Leggins	Jim	Jeff Pilot	07/26/07	4.000	325,200	300,000	1.0849	325,470	0.60	(195,282)	130,188	(44,957)		(16,856)	(60,813)	(0.1862)		(60,813)	86,576		(22,960)		47,495	0.1459	11,200
00 069	Slater	David	Phoenix	07/26/07	5.000	252,114	226,914	1.1000	249,605	0.50	(149,763)	99,842	(24,487)			(24,487)	(0.0980)		(24,487)	75,378				75,375	0.3020	11,200
00 070	Kagel	David	Jeff Pilot	07/27/07	10.000	360,200	362,500	1.1700	424,125	0.50	(212,063)	212,063	(53,541)		(5,900)	(59,441)	(0.1401)		(59,441)	152,622	0.15	(96,788)	(33,350)	22,484	0.0530	13,700
00 071	Prince	Jack	Phoenix	07/27/07	10.000	630,528	606,528	1.1000	667,181	0.65	(433,668)	233,513	(61,192)			(61,192)	(0.0917)		(61,192)	173,321	0.05	(30,326)		141,995	0.2128	10,000
00 072	Leye	Lupe	Trans	07/30/07	5.000	133,800	110,300	1.0700	118,021	0.65	(76,714)	41,307	(13,685)		(539)	(13,824)	(0.1171)		(13,824)	27,483				27,483	0.2329	10,000

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00 136	Fried	Pauline	Lincoln	09/26/07	6.000	300,820	270,120	1.1000	297,132	0.60	(179,279)	118,853	(43,990)		(10,454)	(54,344)	(0.1829)	(54,344)	64,509	0.05	(4,727)		59,782	0.2012	16,700
00 137	Penty	Frank	Phoenix	09/26/07	9.800	599,326	967,526	1.1000	624,281	0.65	(405,783)	218,498	(83,412)			(83,412)	(0.1015)	(83,412)	185,086	0.05	(31,214)		123,672	0.1964	16,700
00 138	Dockerolf	Norman	Phoenix	09/26/07	10.000	495,343	494,843	1.1000	533,327	0.65	(346,663)	186,665	(52,500)		-	(52,500)	(0.0984)	(52,500)	134,159	0.05	(24,242)		109,916	0.2061	5,000
00 139	Putman	Max	Penn	09/26/07	6.000	417,400	382,200	0.9900	399,276	0.50	(194,139)	194,139	(71,417)		(18,479)	(89,896)	(0.2315)	(89,896)	104,243				104,243	0.2685	11,200
00 140	Rosenfeld	David	Phoenix	10/03/07	10.000	413,680	381,980	1.1000	420,048	0.65	(273,030)	147,018	(43,825)		-	(43,825)	(0.1043)	(43,825)	103,191	0.05	(11,863)		84,088	0.2002	16,700
00 141	O'Connor	Thomas	Trans	10/05/07	5.000	261,000	234,100	1.0700	250,487	0.58	(145,282)	105,205	(36,837)		(23,378)	(60,215)	(0.2332)	(60,215)	41,790				41,790	0.1966	13,500
00 142	Bragg	Kenneth	Phoenix	10/05/07	10.000	498,800	428,800	1.1000	471,780	0.65	(306,664)	165,127	(48,400)		-	(48,400)	(0.1026)	(48,400)	116,727	0.05	(23,590)		93,137	0.1974	13,700
00 143	Werksman	Gerald	Jeff Pilot	10/05/07	6.000	240,700	212,500	1.1400	242,250	0.60	(145,350)	96,900	(35,124)		(8,273)	(41,397)	(0.1709)	(41,397)	55,503				55,503	0.2291	14,200
00 144	Shear	Helene	Lincoln	10/10/07	10.000	278,000	248,300	1.1400	283,062	0.50	(169,837)	113,225	(40,275)		-	(40,275)	(0.1423)	(40,275)	72,950				72,950	0.2577	13,700
00 145	Green	Marianne	Phoenix	10/11/07	3.000	182,878	134,678	1.1000	147,550	0.65	(96,102)	51,747	(17,231)		-	(17,231)	(0.1165)	(17,231)	34,516	0.05	(7,392)		27,124	0.1935	14,200
00 146	Gerff	K. Gary	Phoenix	10/15/07	10.000	464,764	434,964	1.1000	478,020	0.85	(310,713)	167,307	(49,251)		-	(49,251)	(0.1030)	(49,251)	118,056				118,056	0.2470	16,700
00 147	Williams	Stephen	Penn	10/15/07	6.000	243,800	216,100	0.9900	213,939	0.85	(139,060)	74,879	(25,843)		-	(25,843)	(0.1208)	(25,843)	49,036				49,036	0.2292	-
00 147	Williams	Stephen	Trans	10/15/07	10.000	213,700	207,700	1.0900	218,085	0.85	(141,755)	76,330	(22,652)		(12,791)	(35,443)	(0.1625)	(35,443)	40,887				40,887	0.1875	19,200
GSC-3	Seary	John	Lincoln	10/15/07	25.800	899,200	959,000	1.0200	978,180	0.50	(586,908)	391,272	(153,662)		(16,877)	(170,739)	(0.1745)	(170,739)	220,533				220,533	0.2255	21,450
GSC-4	Birdman	Harvey	Lincoln	10/15/07	20.000	761,700	725,000	1.1400	826,535	0.50	(495,921)	330,614	(116,948)		(10,696)	(126,644)	(0.1532)	(126,644)	203,970				203,970	0.2458	25,950
GSC-4	Birdman	Harvey	Phoenix	10/15/07	10.000	423,081	387,481	1.3428	456,535	0.65	(296,806)	159,819	(64,458)			(64,458)	(0.1412)	(64,458)	95,361				95,361	0.2068	-
00 148	Nussbaum	Joanne	Phoenix	10/16/07	5.000	264,074	179,874	1.1000	193,461	0.55	(125,750)	67,711	(21,825)		-	(21,825)	(0.1116)	(21,825)	46,086	0.05	(9,673)		36,413	0.1882	14,200
00 149	O'Brien	Paul Michael	Phoenix	10/16/07	5.500	286,908	255,908	1.1000	291,499	0.65	(182,874)	98,625	(30,372)		-	(30,372)	(0.1079)	(30,372)	68,153	0.05	(14,075)		54,078	0.1921	16,700
GSC-5	Druten	Rachel	Jeff Pilot	10/16/07	6.000	261,700	173,800	1.0800	183,816	0.80	(116,348)	73,564	(37,548)		(4,539)	(42,065)	(0.2298)	(42,065)	31,479				31,479	0.1712	11,450
GSC-6	Rappoport	Beulah	Trans	10/16/07	3.500	164,500	138,300	1.0700	133,658	-	0	133,658	(26,308)		(6,186)	(32,694)	(0.2446)	(32,694)	100,964	0.65	-61490.5		19,474	0.1457	11,450
00 150	Greenman	Beverly	Trans	10/17/07	30,000	1,088,185	1,060,185	1.0500	1,113,194	0.85	(723,576)	389,618	(115,152)		(50,190)	(165,552)	(0.1487)	(165,552)	224,066				224,066	0.2013	10,000
GSC-7	Faden	Barbara	Phoenix	10/17/07	6.800	258,444	227,744	1.1000	250,518	0.64	(160,332)	90,187	(30,035)		-	(30,035)	(0.1190)	(30,035)	60,152	0.05	(12,526)		47,626	0.1901	17,700
GSC-8	Belby	Joseph	Phoenix	10/17/07	6.000	337,830	312,730	1.1000	344,003	0.65	(223,602)	120,401	(39,273)		-	(39,273)	(0.1142)	(39,273)	81,128				81,128	0.2358	7,700
00 151	Golden	Jerome	Jeff Pilot	10/18/07	10.000	595,106	564,400	1.0849	612,318	0.60	(367,391)	244,927	(95,738)		(29,695)	(116,433)	(0.1904)	(116,593)	128,334	0.05	(28,220)		100,114	0.1635	16,700
GSC-10	Howe	Jean	Jeff Pilot	10/18/07	8.000	414,280	363,980	1.0800	408,696	0.60	(243,957)	162,638	(61,278)		(13,375)	(78,653)	(0.1934)	(78,653)	83,985				83,985	0.2066	16,700
GSC-11	Semsels	Jerome	Phoenix	10/18/07	4.000	183,572	155,472	1.1000	171,019	-	0	171,019	(21,346)		-	(21,346)	(0.1248)	(21,346)	149,673	0.70	(111,163)		38,511	0.2252	11,950
GSC-12	Moser	Florence	Phoenix	10/18/07	10.000	580,700	550,000	1.1000	605,000	0.50	(363,000)	242,000	(84,700)			(84,700)	(0.1400)	(84,708)	157,294	0.10	(60,500)		96,794	0.1600	14,450
GSC-9	Ousis	Mattie	Phoenix	10/18/07	5.000	252,219	224,819	1.1000	248,417	0.65	(160,171)	88,246	(36,053)		-	(36,053)	(0.1463)	(36,053)	50,193				50,193	0.2037	11,199
00 152	Spector	Ida	Jeff Pilot	10/19/07	3.000	297,750	179,550	1.0200	183,141	0.60	(109,885)	73,256	(30,290)		(8,016)	(38,296)	(0.1862)	(38,296)	36,860				36,860	0.2018	14,200
GSC-13	Patterson	Marlene	Jeff Pilot	10/19/07	5.000	220,250	182,950	1.1232	215,711	0.60	(129,426)	86,284	(39,100)		(6,157)	(45,257)	(0.1888)	(40,257)	46,027				46,027	0.2134	11,550
GSC-14	Vigodsky	Frederick	Phoenix	10/19/07	5.000	235,023	209,623	1.1000	230,585	0.65	(150,023)	80,782	(27,313)		-	(27,313)	(0.1183)	(27,313)	53,469	0.05	(10,491)		42,978	0.1962	8,850
GSC-15	Gallucci	William	Jeff Pilot	10/19/07	6.000	347,800	317,100	1.1300	358,323	0.60	(214,994)	143,329	(56,357)		(12,803)	(69,160)	(0.1925)	(69,160)	74,369				74,369	0.2075	14,450
00 153	Scull	Joanne	Phoenix	10/22/07	5.000	219,730	191,530	1.1000	210,683	0.65	(136,944)	73,739	(23,479)		-	(23,479)	(0.1114)	(23,479)	50,260	0.05	(10,534)		39,726	0.1886	14,200
GSC-16	Sarnoff	Jordan	Phoenix	10/22/07	5.000	350,200	325,000	1.1000	357,500	0.65	(232,375)	125,125	(41,625)		(5,059)	(46,888)	(0.1306)	(46,888)	78,437	0.05	(17,875)		60,562	0.1694	8,550
GSC-17	Levine	Ronald	Jeff Pilot	10/23/07	10.000	435,000	404,300	1.1400	460,962	0.60	(276,641)	184,361	(69,340)		(10,576)	(79,916)	(0.1734)	(79,916)	104,445				104,445	0.2256	14,450
GSC-18	Bart	Jack	Phoenix	10/23/07	10.000	449,800	439,100	1.1000	483,010	0.60	(289,806)	193,204	(52,251)		-	(52,251)	(0.1062)	(52,251)	140,953	.05/.05	(45,008)		95,945	0.1956	5,000
GSC-19	Frega	Lupe	Phoenix	10/24/07	10.000	447,050	416,350	1.1000	457,985	0.55	(297,690)	160,295	(51,954)		-	(51,954)	(0.1134)	(51,954)	108,341	0.05	(20,618)		87,523	0.1911	14,450
GSC-20	Schmeel	Sadar	Phoenix	10/25/07	5.000	197,733	172,533	1.1000	189,786	0.60	(113,872)	75,915	(21,002)	(1,977)	-	(22,979)	(0.1211)	(22,979)	62,936	.05/.05	(15,822)		39,114	0.1903	8,950
GSC-21	Clements	Mahlon	Jeff Pilot	10/26/07	5.000	351,350	326,150	1.1400	371,811	0.60	(223,087)	148,724	(56,531)		(11,188)	(67,709)	(0.1821)	(67,709)	81,015				81,015	0.2179	8,950
GSC-22	Fehrberg	Thomas	Trans	10/26/07	3.000	133,849	108,949	1.0500	114,396	-	0	114,396	(14,196)	(2,426)	(5,926)	(22,548)	(0.1971)	(22,548)	91,848	0.60	(55,367)		29,479	0.2315	8,050
GSC-23	Oliver	Marlene	ING	10/26/07	5.000	252,000	226,800	1.0500	238,140	0.65	(154,791)	83,349	(28,786)	(2,520)	-	(29,296)	(0.1230)	(29,296)	54,053				54,053	0.2270	8,950
GSC-24	Jackson	Cary	Phoenix	10/26/07	4.000	353,680	250,000	1.1000	286,000	0.65	(185,900)	100,100	(41,964)		(870)	(42,134)	(0.1473)	(42,134)	57,966	0.05	(4,650)	(458)	52,958	0.1852	15,200
GSC-25	Fryd	Carol	Jeff Pilot	10/29/07	10.000	402,200	364,100	1.0849	418,710	0.55	(229,191)	187,520	(61,750)		(8,439)	(88,189)	(0.1636)	(88,189)	119,331	0.05	(19,205)		100,126	0.2403	14,950
GSC-25	Fryd	Carol	Jeff Pilot	10/29/07	13.000	402,200	364,100	1.0849	418,710	0.50	(209,355)	209,355	(61,750)		(8,439)	(88,189)	(0.1636)	(88,189)	140,166	0.05	(19,205)		120,961	0.2903	14,850
GSC-25	Fryd	Carol	Phoenix	10/29/07	8.000	279,818	258,818	1.1000	295,701	0.55	(182,206)	103,495	(29,103)	(2,788)	-	(32,171)	(0.1068)	(32,171)	71,324	0.05	(13,441)		57,883	0.1957	-
GSC-26	Schwartz	Patricia	Phoenix	10/30/07	7.500	286,500	256,800	1.1000	284,688	0.65	(185,042)	99,636	(33,295)		-	(33,295)	(0.1170)	(33,295)	66,342	0.05	(12,940)		53,402	0.1878	11,450
GSC-27	McCoby-Wa	Elleen	Phoenix	10/30/07	10.000	384,737	368,737	1.1000	427,511	0.65	(277,947)	149,564	(45,947)		-	(45,947)	(0.1075)	(45,947)	103,717	0.05	(21,381)		82,336	0.1925	2,000
GSC-28	Sarko	Elaine	Phoenix	10/30/07	7.000	299,316	272,116	1.1000	299,328	0.65	(194,563)	104,765	(34,788)		-	(34,788)	(0.1162)	(34,785)	69,980	0.05	(14,968)		55,013	0.1836	11,450
GSC-29	Glucksten	Sylvia	Phoenix	10/30/07	5.000	281,999	233,199	1.1000	256,735	0.65	(166,877)	89,857	(30,402)		-	(30,402)	(0.1184)	(30,402)	59,455	.05/.05	(15,754)		43,701	0.1702	15,200
GSC-30	Weinberger	Margerite	Phoenix	10/30/07	4.000	295,640	229,440	1.1000	251,284	0.65	(163,335)	87,949	(30,201)		(2,045)	(32,246)	(0.1293)	(32,246)	55,703				52,813	0.2090	11,950
00 154	Santelado	Teresa	Jeff Pilot	10/31/07	20.000	1,065,700	1,029,000	1.0200	1,049,580	0.60	(629,748)	419,832	(180,436)		(68,228)	(216,664)	(0.2064)	(216,664)	203,178	0.05	(51,450)		151,728	0.1448	20,450
00 155	Sriberg	Robert	Phoenix	11/01/07	6.000	321,698	280,805	1.1000	319,996	0.65	(207,997)	111,998	(34,060)		-	(34,060)	(0.1065)	(34,060)	77,918	0.05	(15,000)		61,919	0.1938	16,700
00 156	Pyne	Iris	Phoenix	11/01/07	5.000	181,090	152,690	1.1000	168,179	0.65	(109,316)	58,863	(19,196)		-	(19,196)	(0.1141)	(19,196)	39,667	0.05	(8,409)		31,258	0.1859	12,700
00 157	Gann	Donald	Phoenix	11/01/07	10.000	546,700	536,200	1.1000	589,820	0.65	(383,383)	206,437	(67,933)		-	(67,933)	(0.0992)	(67,933)	148,504	0.05	(9,364)		139,121	0.2359	2,250
GSC-31	Hillard	Blanche	Phoenix	11/01/07	10.000	455,940	429,240	1.1000	467,764	-	0	467,764	(55,003)		-	(55,003)	(0.1176)	(55,003)	412,761	.0325/.585	(262,586)	(7,442)	142,733	0.3091	14,450
GSC-32	Scordos	Chris	Phoenix	11/02/07	4.000	294,200	265,000	1.1000	292,500	0.65	(190,180)	102,410	(35,491)		-	(35,491)	(0.1213)	(35,491)	66,919			(42)	66,877	0.2298	15,200
GSC-33	Schapiro	Barbara	Jeff Pilot	11/07/07	5.000	208,000	179,800	1.0849	195,065	0.60	(117,039)	78,026	(32,818)		(1,131)	(33,648)	(0.1725)	(33,648)	44,380				44,380	0.2275	15,200
00 158	Brechner	Milton	Jeff Pilot	11/09/07	10.000	574,900	564,400	1.1000	620,840	0.80	(372,504)	248,336	(83,809)		(21,854)	(105,463)	(0.1699)	(105,463)	142,873				142,873	0.2301	3,000
GSC-34	Carnage	Gerald	Penn	11/09/07	5.000	357,450	329,250	0.9900	325,958	0.65	(211,872)	114,085	(39,547)	(3,575)	-	(43,122)	(0.1323)	(43,122)	70,963				70,963	0.2177	15,200
GSC-35	Gleeke	F. Gary	Phoenix	11/09/07	10.000	499,879	468,979	1.1000	515,867	0.65	(335,314)	180,553	(56,262)	(4,977)	-	(60,279)	(0.1168)	(60,279)	120,274	0.05	(23,449)		96,826	0.1877	14,450
GSC-36	Altman	Jerome	Jeff Pilot	11/09/07	10.000	245,000	214,300	1.0849	232,494	0.80	(139,496)	92,998	(36,957)	(2,450)	-	(39,407)	(0.1695)	(39,407)	53,591				53,591	0.2305	16,700
GSC-37	McCarthy	Joseph	Jeff Pilot	11/09/07	5.000	236,500	212,500	1.1000	233,750	0.80	(140,250)	93,500	(35,834)	-3045	(5,350)	(44,229)	(0.1892)	(44,229)	49,271				49,271	0.2108	7,750
GSC-38	Weinstein	Janet	Phoenix	11/09/07	5.000	188,400	160,200	1.1000	176,220	0.65	(114,543)	61,677	(20,844)	(1,564)	-	(22,726)	(0.1290)	(22,726)	38,949	0.05	(8,811)		30,138	0.1710	15,200
00 159	Whatley	James	Phoenix	11/09/07	5.000	252,445	224,245	1.1000	246,670	0.65	(160,335)	86,334	(27,869)		-	(27,869)	(0.1130)	(27,869)	58,465	.05/.05	(15,137)		43,328	0.1757	12,950

GSC-39	Villard	Louis	Jeff Pilot	11/09/07	10.000	686,700	639,000	1.1400	728,460	0.60	(437,676)	291,384	(100,680)	-9857	(23,519)	(133,856)	(0.1838)	(133,856)	157,518				157,518	0.2182	11,450
GSC-40	Berkowitz	Frederica	Phoenix	11/09/07	5.000	328,050	278,000	1.1000	302,500	0.85	(188,625)	105,875	(38,073)	(3,261)	-	(38,334)	(0.1309)	(39,334)	68,541	-	-	(180)	68,361	0.2194	11,950
GSC-41	Rauhenstine	Larry	Jeff Pilot	11/13/07	10.000	435,000	404,300	1.0849	438,625	0.60	(263,175)	175,450	(63,287)	-6350	(18,667)	(87,354)	(0.1992)	(87,354)	88,096				88,096	0.2009	14,450
GSC-42	Ketzan	Howard	Phoenix	11/13/07	10.000	424,840	393,940	1.1000	433,334	0.65	(281,667)	151,667	(46,981)	(4,248)	-	(51,227)	(0.1182)	(51,227)	100,440	0.05	(21,687)		78,773	0.1819	17,700
GSC-43	DiCarlo	Marianna	Jeff Pilot	11/13/07	10.000	291,800	261,100	1.1300	295,043	0.60	(177,026)	118,017	(43,869)	-4668	(13,856)	(62,193)	(0.2106)	(62,193)	95,824				55,824	0.1892	14,450
GSC-44	Holden	S. Ray	ING	11/14/07	10.000	371,800	340,800	1.0500	357,840	0.65	(232,596)	125,244	(41,101)	(3,715)	-	(44,816)	(0.1252)	(44,816)	80,428			(8,974)	73,454	0.2053	13,700
00 160	Cawthorne	Charles	Jeff Pilot	11/15/07	7.000	324,700	297,600	1.0849	322,918	0.60	(193,329)	129,585	(46,922)		(5,018)	(53,940)	(0.1674)	(53,940)	74,946	-	-		74,946	0.2328	12,450
GSC-45	Merber	Lloyd	MML	11/15/07	10.000	429,900	399,200	0.9360	373,252	0.65	(242,514)	130,738	(47,563)	(6,148)	(10,497)	(64,209)	(0.1720)	(64,209)	66,429	-	-		66,429	0.1780	-
GSC-45	Merber	Lloyd	Phoenix	11/15/07	10.000	432,400	428,900	1.1000	471,790	0.65	(306,664)	165,127	(47,838)	(4,324)	-	(52,163)	(0.1195)	(52,163)	112,964	0.05	-		112,964	0.2394	16,200
GSC-46	Kravara	Gerald	Trans	11/16/07	5.000	371,800	340,700	1.1000	381,370	0.65	(247,891)	133,480	(41,401)	(7,186)	(18,821)	(67,408)	(0.1768)	(67,408)	66,072	0.05	17,335		83,407	0.2187	8,950
GSC-47	Nichols	Irene	ING	11/16/07	10.000	484,300	453,800	1.0500	476,290	0.65	(309,582)	166,698	(53,541)	(4,843)	-	(58,424)	(0.1227)	(58,424)	106,274		-		106,274	0.2273	17,700
GSC-48	Zaidan	Alex	Jeff Pilot	11/19/07	10.000	355,500	324,800	1.0200	331,296	0.65	(215,342)	115,954	(53,569)	-4084	(4,134)	(61,787)	(0.1865)	(61,787)	54,167		(15,590)		38,577	0.1164	14,450
00 161	Lippert	Joyce	Jeff Pilot	11/20/07	5.000	382,800	374,400	1.1300	315,072	0.60	(188,543)	124,029	(44,413)		(14,826)	(59,241)	(0.1911)	(59,241)	84,788				84,788	0.2009	12,950
GSC-49	McLeod	Andri	Phoenix	11/20/07	5.000	226,870	198,470	1.1000	218,317	-	0	218,317	(25,078)	(2,267)	-	(27,345)	(0.1253)	(27,345)	190,972	0.85	(129,006)		61,967	0.2838	15,200
GSC-50	Bonham	John	Phoenix	11/20/07	5.000	235,203	207,003	1.1000	227,703	0.65	(148,007)	79,696	(26,022)	(2,332)	-	(28,374)	(0.1245)	(28,374)	51,322	0.05	(3,623)		47,700	0.2095	15,200
GSC-51	Arenberg	Harold	Jeff Pilot	11/20/07	4.000	239,600	211,400	1.0849	229,348	-	0	229,348	(35,048)	-3496	(9,342)	(46,886)	(0.2044)	(46,886)	182,462				182,462	0.7956	15,700
GSC-52	Merber	Lloyd	Trans	11/21/07	10.000	384,488	373,988	1.1000	411,387	0.65	(267,401)	143,985	(42,539)	-6153	(12,252)	(60,944)	(0.1481)	(60,944)	83,041	0.05	(20,569)		62,472	0.1519	8,500
GSC-53	Bart	Jack	Jeff Pilot	11/21/07	10.000	432,000	404,300	1.1700	473,031	0.50	(236,516)	236,516	(92,898)	-5465	(9,641)	(77,004)	(0.1628)	(77,004)	159,512	0.15	(60,845)		98,667	0.2090	12,950
GSC-54	Wallace	Phyllis	Phoenix	11/26/07	5.000	291,545	253,348	1.1000	278,680	0.65	(181,142)	97,538	(31,149)	(2,815)	-	(33,964)	(0.1219)	(33,964)	63,574				63,574	0.2291	11,950
GSC-55	Kappagan	Marlen	Phoenix	11/26/07	5.000	242,830	214,450	1.1000	235,895	0.60	(141,537)	94,358	(29,848)	(2,427)	-	(29,273)	(0.1241)	(29,273)	88,085	.05/.05	(21,981)		43,104	0.1827	11,950
GSC-56	DiCarlo	Marianna	AIG	11/27/07	10.000	370,400	259,900	1.0300	267,697	0.65	(174,003)	93,694	(29,918)	(3,189)	(4,370)	(37,476)	(0.1407)	(37,476)	56,019				56,019	0.2093	6,500
GSC-57	Coghill	Anne	Jeff Pilot	11/27/07	10.000	395,500	364,800	1.0700	390,336	0.60	(234,202)	156,134	(58,120)	-4685	(5,468)	(68,253)	(0.1749)	(68,253)	87,881			-140	87,741	0.2248	15,150
GSC-58	Rosenthal	James	Jeff Pilot	11/27/07	7.000	295,220	268,520	1.1300	303,428	0.60	(182,057)	121,371	(43,432)	-3757	(5,101)	(53,690)	(0.1769)	(53,690)	67,681				67,681	0.2231	13,700
00 162	Hirsch	Morton	Phoenix	11/28/07	4.100	248,042	219,542	1.1000	241,525	0.60	(145,096)	96,730	(27,383)		-	(27,383)	(0.1132)	(27,383)	69,347	0.05/.05	(21,435)		47,913	0.1981	15,200
00 163	Goldstine	Robert	Jeff Pilot	11/28/07	5.000	275,000	247,700	1.0849	268,740	0.60	(161,238)	107,502	(40,354)		(7,441)	(47,795)	(0.1778)	(47,795)	69,697		(19,727)		39,970	0.1487	15,200
GSC-59	Friedman	Harlene	Jeff Pilot	11/28/07	6.000	220,240	182,540	1.1300	217,570	0.60	(130,542)	87,028	(32,701)	-2986	(5,885)	(41,552)	(0.1910)	(41,552)	48,478		(5,390)		40,088	0.1842	16,200
GSC-60	Frankel	Naftali	Trans	11/28/07	10.000	967,500	531,800	1.1000	584,980	0.65	(380,237)	204,743	(62,233)	-10643	(30,171)	(103,047)	(0.1767)	(103,047)	101,396				101,396	0.1733	14,450
GSC-61	St Moritz	Philip	Jeff Pilot	11/28/07	20.000	723,900	666,800	1.1400	760,152	0.60	(469,771)	313,181	(105,340)	-8226	(7,482)	(121,048)	(0.1546)	(121,048)	192,133				192,133	0.2454	22,700
GSC-62	Bilkoff	Pramila	Phoenix	11/29/07	5.000	215,365	187,165	1.1000	205,882	0.65	(133,823)	72,059	(25,827)	(2,154)	-	(25,981)	(0.1262)	(25,981)	48,078	0.65	(9,358)		36,719	0.1784	15,200
GSC-63	Phillips	Lydia	Jeff Pilot	11/29/07	5.000	201,700	173,500	1.0849	188,230	0.60	(112,938)	75,292	(29,777)	(2,367)	(3,231)	(34,305)	(0.1823)	(34,305)	43,987				40,987	0.2177	11,950
GSC-64	Peckman	Ruth	Trans	11/29/07	5.000	169,790	132,856	1.1000	146,606	0.65	(94,773)	51,832	(17,785)	(2,833)	(7,520)	(28,238)	(0.1937)	(29,238)	22,794				22,794	0.1688	11,950
GSC-65	Goldstein	Helene	Phoenix	11/29/07	5.000	173,040	147,840	1.1000	162,624	0.65	(105,706)	56,918	(19,145)	(1,730)	-	(20,875)	(0.1294)	(20,875)	38,043	0.05	(8,131)		27,912	0.1716	8,950
GSC-66	Ross	Richard	ING	11/29/07	10.000	473,500	442,800	1.0500	464,940	0.65	(302,211)	162,729	(52,997)	(4,736)	-	(57,122)	(0.1229)	(57,122)	105,807	0.05	(22,140)		83,467	0.1795	17,700
GSC-67	Fedullah	Waldo	Phoenix	11/30/07	5.000	333,200	326,000	1.1000	357,500	0.60	(214,500)	143,000	(39,077)	(3,822)	(1,646)	(44,545)	(0.1246)	(44,545)	99,455	0.05/.05	(49,563)		49,893	0.1366	15,200
GSC-68	Orden-Rose	Sylvia	Phoenix	11/30/07	5.000	281,545	253,345	1.1000	278,680	0.65	(181,142)	97,538	(31,149)	(2,815)	-	(33,964)	(0.1219)	(33,964)	63,574	0.05	(13,934)		49,640	0.1781	15,200
GSC-69	Fernan	Paul	AIG	12/01/07	5.000	248,800	220,600	1.0300	227,218	0.65	(147,692)	79,526	(27,836)	-3714	(5,956)	(35,196)	(0.1581)	(35,196)	41,330	0.05	(3,859)		37,471	0.1549	15,200
GSC-70	Lipman	Barbara	Phoenix	12/05/07	6.000	283,894	232,894	1.1000	256,183	0.55	(140,901)	115,283	(29,183)	(6,000)	-	(35,183)	(0.1373)	(35,183)	80,120	0.10			80,120	0.3127	14,450
GSC-71	VonRutenhe	Jane	Trans	12/05/07	5.000	153,100	124,800	1.0500	131,145	0.65	(85,244)	45,901	(18,938)	-6000	(7,087)	(30,025)	(0.2299)	(30,025)	15,876				15,876	0.1211	15,200
GSC-72	Hippen	JoAnn	Phoenix	12/06/07	5.000	249,215	224,015	1.1000	249,417	0.65	(160,171)	89,246	(27,672)	(6,000)	-	(33,672)	(0.1362)	(33,672)	56,874	0.05	(12,321)		40,353	0.1638	8,950
GSC-73	Cho	Lucy	Phoenix	12/11/07	5.000	281,345	253,345	1.1000	278,680	0.60	(167,208)	111,472	(31,149)	(6,000)	-	(37,149)	(0.1333)	(37,149)	74,323	0.05/.05	(38,838)		35,686	0.1281	15,200
GSC-74	Weinberger	Helen	Phoenix	12/11/07	5.000	281,545	253,345	1.1000	278,680	0.65	(181,142)	97,538	(31,149)	(6,000)	-	(37,149)	(0.1333)	(37,149)	60,389				60,389	0.2167	15,700
GSC-75	Harper	Daniel	Jeff Pilot	12/12/07	10.000	414,300	383,600	1.1400	437,304	0.60	(262,382)	174,922	(91,668)	-6000	(9,878)	(78,534)	(0.1750)	(78,534)	98,388	0.05	(21,865)		76,522	0.1750	16,700
GSC-76	Epstal	Stephen	Phoenix	12/12/07	5.000	273,295	249,195	1.1000	269,715	0.65	(175,314)	94,400	(31,450)	(6,000)	-	(37,450)	(0.1389)	(37,450)	58,950	0.05	(13,496)		43,454	0.1611	11,950
GSC-77	Diamond	Marilyn	Phoenix	12/12/07	5.000	256,700	229,500	1.1000	251,350	0.65	(163,378)	87,973	(49,588)	(6,000)	-	(55,588)	(0.2212)	(55,588)	32,385	0.05	(12,568)		19,817	0.0788	11,950
GSC-78	Esau	Daniel	Phoenix	12/12/07	4.000	288,200	260,000	1.1000	286,000	0.53	(163,900)	100,100	(33,183)	(6,000)	-	(39,183)	(0.1369)	(39,183)	60,947				60,947	0.2131	13,200
GSC-79	Brit	Edna	Jeff Pilot	12/12/07	5.000	290,950	262,750	1.1400	231,135	0.80	(138,681)	92,454	(35,149)	0	(5,157)	(40,306)	(0.1744)	(40,306)	52,148	0.05	(11,557)		40,591	0.1756	
GSC-79	Brit	Edna	Phoenix	12/12/07	5.000	199,530	181,530	1.1000	210,883	0.63	(136,944)	73,739	(22,853)	(6,000)	-	(28,853)	(0.1374)	(29,053)	44,786	0.05	(10,534)		34,252	0.1626	22,200
GSC-80	Kellhorst	Harry	Phoenix	12/13/07	8.000	350,798	330,098	1.1000	363,108	0.65	(236,019)	127,087	(41,805)	(6,000)	-	(47,505)	(0.1306)	(47,505)	79,582	0.05	(16,505)		63,077	0.1737	17,700
GSC-81	Simko Wate	Sylvia	Phoenix	12/13/07	5.000	219,730	181,830	1.1000	210,883	0.65	(136,944)	73,739	(25,277)	(6,000)	-	(31,277)	(0.1485)	(31,277)	42,482	0.05	(9,577)		33,886	0.1581	15,200
GSC-82	Porter	Lexie	ING	12/14/07	6.000	379,830	339,830	1.0500	356,827	0.50	(178,463)	178,463	(70,818)	-6000	(12,150)	(88,968)	(0.2493)	(88,968)	89,487				89,497	0.2507	17,700
GSC-83	Kahn	Barbara	ING	12/17/07	8.500	275,820	244,920	1.0500	257,166	0.65	(167,158)	90,008	(31,707)	(6,000)	-	(37,707)	(0.1466)	(37,707)	52,301	0.05	(12,858)		39,443	0.1534	14,450
GSC-84	Delaney	James	Phoenix	12/17/07	10.000	376,990	348,290	1.1000	383,119	0.65	(249,027)	134,092	(43,598)	(6,000)	-	(49,598)	(0.1295)	(49,598)	84,494				84,494	0.2305	19,200
GSC-85	Schlenger	Monroe	Jeff Pilot	12/17/07	8.000	282,450	264,250	1.0849	286,865	0.60	(172,011)	114,674	(45,296)	-6000	(8,856)	(60,152)	(0.2098)	(60,152)	54,522				54,522	0.1902	14,200
GSC-86	Isenberg	Alice	Jeff Pilot	12/19/07	6.000	171,820	141,120	1.1400	160,877	0.60	(96,526)	64,351	(28,767)	(6,000)	-	(32,767)	(0.2036)	(32,767)	31,594				31,594	0.1964	14,450
GSC-87	Richman	Herbert	Phoenix	12/19/07	10.000	521,090	490,390	0.9700	475,678	-	0	475,678	(89,945)	(6,000)	-	(95,945)	(0.1386)	(65,945)	409,733	0.85	(286,678)		122,956	0.2583	19,200
GSC-88	Well	Sheldon	Jeff Pilot	12/19/07	4.000	226,360	198,160	1.0849	214,984	0.70	(150,489)	64,495	(24,069)	-6000	(7,000)	(47,569)	(0.2213)	(47,569)	18,926				18,926	0.0787	15,700
GSC-89	Sabe	Stephanie	AIG	12/19/07	10.000	526,300	495,600	1.0300	510,468	0.65	(331,804)	178,664	(60,644)	-6000	(7,444)	(73,988)	(0.1405)	(73,988)	104,676				104,676	0.2051	17,700
GSC-90	Young	James	Jeff Pilot	12/19/07	30.000	1,316,290	1,278,900	1.1348	1,449,998	0.80	(868,199)	578,799	(203,485)	-6000	(38,199)	(247,684)	(0.1712)	(247,684)	331,116				331,116	0.2288	21,950
GSC-91	Mennenga	Phyllis	Jeff Pilot	12/20/07	10.000	256,800	226,100	1.1400	257,734	0.60	(154,652)	103,102	(39,084)	(6,000)	-	(45,084)	(0.1749)	(45,084)	58,018				58,018	0.2251	19,200
GSC-92	Hyman	Arlene	Jeff Pilot	12/20/07	10.000	370,500	339,800	1.1400	387,372	0.60	(232,423)	154,949	(58,887)	-6000	(15,955)	(78,842)	(0.2035)	(78,842)	76,107				76,107	0.1965	16,700
GSC-93	Malherbe	Earl	Phoenix	12/21/07	10.000	574,790	544,090	1.1000	598,499	0.85	(388,996)	209,459	(66,116)	(6,000)	-	(72,116)	(0.1205)	(72,116)	137,341	0.05	(9,521)		127,820	0.2136	16,700
GSC-94	Arenberg	Harold	Phoenix	12/21/07	7.500	428,430	417,930	1.1000	459,723	-	0	459,723	(49,285)	-	-	(49,285)	(0.1072)	(49,285)	410,438				410,438	0.8928	6,500
GSC-100	Evans	Richard	Jeff Pilot	12/27/07	10.000	357,500	324,800	1.0849	352,376	0.60	(211,425)	140,950	(54,584)	(6,000)	(4,210)	(64,794)	(0.1839)	(64,794)	76,156	0.05	(3,884)		70,472	0.2000	21,200
GSC-101	Gelardi	Robert	Phoenix	12/27/07	5.000	247,075	218,975	1.0900	238,119	0.65	(155,427)	82,692	(28,423)	(6,000)	-	(34,423)	(0.1440)	(34,423)	49,269	0.05	(10,969)		38,300	0.1602	15,200

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GSC-95	Cedare	Rocco	Phoenix	12/27/07	5.000	383,200	325,600	1.1000	357,800	0.65	(232,370)	125,128	(40,631)	(5,000)	-	(45,631)	(0.1304)		(45,631)	79,494				79,494	0.2196	15,200
GSC-96	Payne	Bendel	Phoenix	12/27/07	6.000	223,795	193,096	1.1000	212,406	0.65	(138,064)	74,342	(25,745)	(6,000)	-	(31,745)	(0.1495)		(31,745)	42,597				42,597	0.2005	19,200
GSC-97	Wright	Peter	AIG	12/27/07	20.000	1,151,500	1,094,600	1.0330	1,127,844	0.65	(732,999)	394,875	(130,164)	-8000	(15,064)	(181,229)	(0.1607)		(181,229)	213,447				213,447	0.1893	22,700
GSC-98	Schawyer	Frank	AIG	12/27/07	20.000	1,210,500	1,174,600	1.0330	1,210,044	0.65	(786,529)	423,515	(139,252)	-8000	(65,857)	(211,109)	(0.1745)		(211,109)	212,406				212,406	0.1755	24,200
GSC-99	Arensen	Hubert	Phoenix	12/27/07	4.000	254,824	229,624	1.0894	246,884	0.65	(160,475)	86,409	(29,314)	(6,000)	-	(35,314)	(0.1430)		(35,314)	51,095				51,095	0.2070	18,700
GSC-102	Shurtliff	Joanne	ING	12/28/07	5.000	229,900	201,600	1.0300	211,680	0.65	(137,592)	74,088	(29,436)	(6,000)	-	(35,436)	(0.1532)		(33,436)	41,653	0.05	(10,584)		31,069	0.1468	19,200
GSC-103	Sandbulte	Arend	Phoenix	12/28/07	7.000	389,653	358,953	1.1000	394,848	0.65	(256,651)	138,197	(44,825)	(6,000)	-	(50,825)	(0.1287)		(50,825)	87,372				87,372	0.2213	17,700
GSC-104	Nepemucen	Edna	Phoenix	12/28/07	4.000	193,444	163,244	1.1000	179,568	0.65	(116,719)	62,849	(18,824)	(6,000)	-	(24,824)	(0.1382)		(24,824)	38,025				38,025	0.2118	18,100
GSC-105	Nachowitz	Sidney	AIG	12/31/07	10.000	387,000	365,500	1.0300	396,095	0.65	(258,762)	139,333	(45,669)	0	(12,046)	(57,715)	(0.1450)		(57,715)	81,618				81,618	0.2050	
GSC-106	Nachowitz	Sidney	Phoenix	12/31/07	10.000	660,000	660,000	1.1000	550,000	0.65	(357,500)	192,500	(68,215)	-8000	-	(71,215)	(0.1295)		(71,215)	121,285			324	121,609	0.2211	27,200
GSC-108	Smith	Nancy	Jeff Pilot	12/31/07	7.000	261,490	230,790	1.1349	261,924	0.60	(157,154)	104,769	(39,178)	(6,000)	(2,442)	(47,621)	(0.1816)		(47,621)	57,148	0.05	(4,618)		52,533	0.2006	17,700
GSC-107	Mills	Ed	Phoenix	12/31/07	8.000	256,375	231,175	1.1000	254,293	0.65	(165,290)	89,002	(29,838)	(6,000)	-	(35,838)	(0.1409)		(35,838)	53,164	0.05	(4,046)		49,119	0.1932	18,700
	Totals				1,999,230	93,661,818	86,175,623	287	94,423,797	153	(55,668,687)	38,966,314	(11,464,693)	(869,356)	(1,691,928)	(13,415,551)	(24)	(126,498)	(13,555,759)	25,410,456	11	(3,840,291)	(277,649)	21,493,587	60	3,336,199

LIC-AIM-TB-000017

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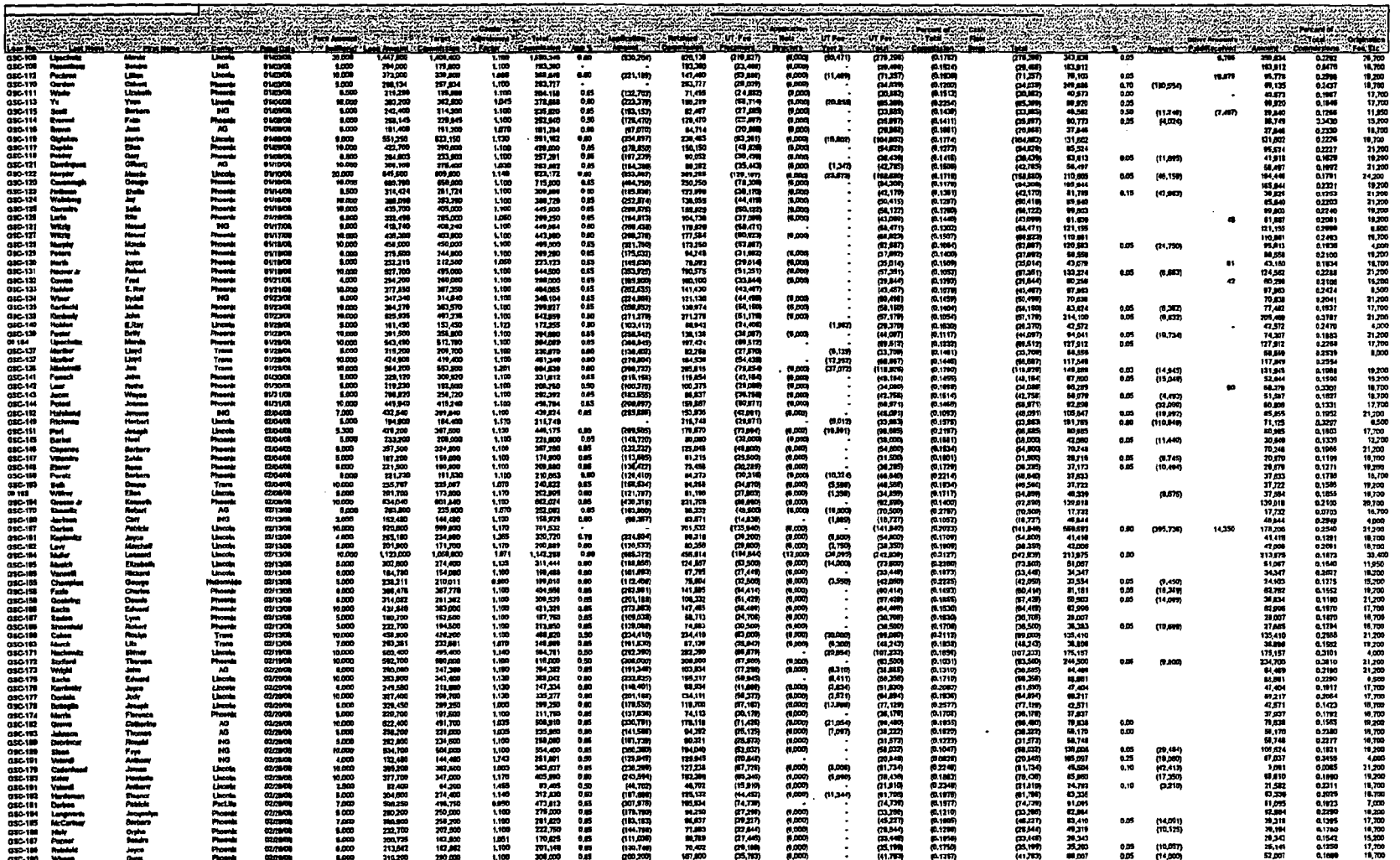
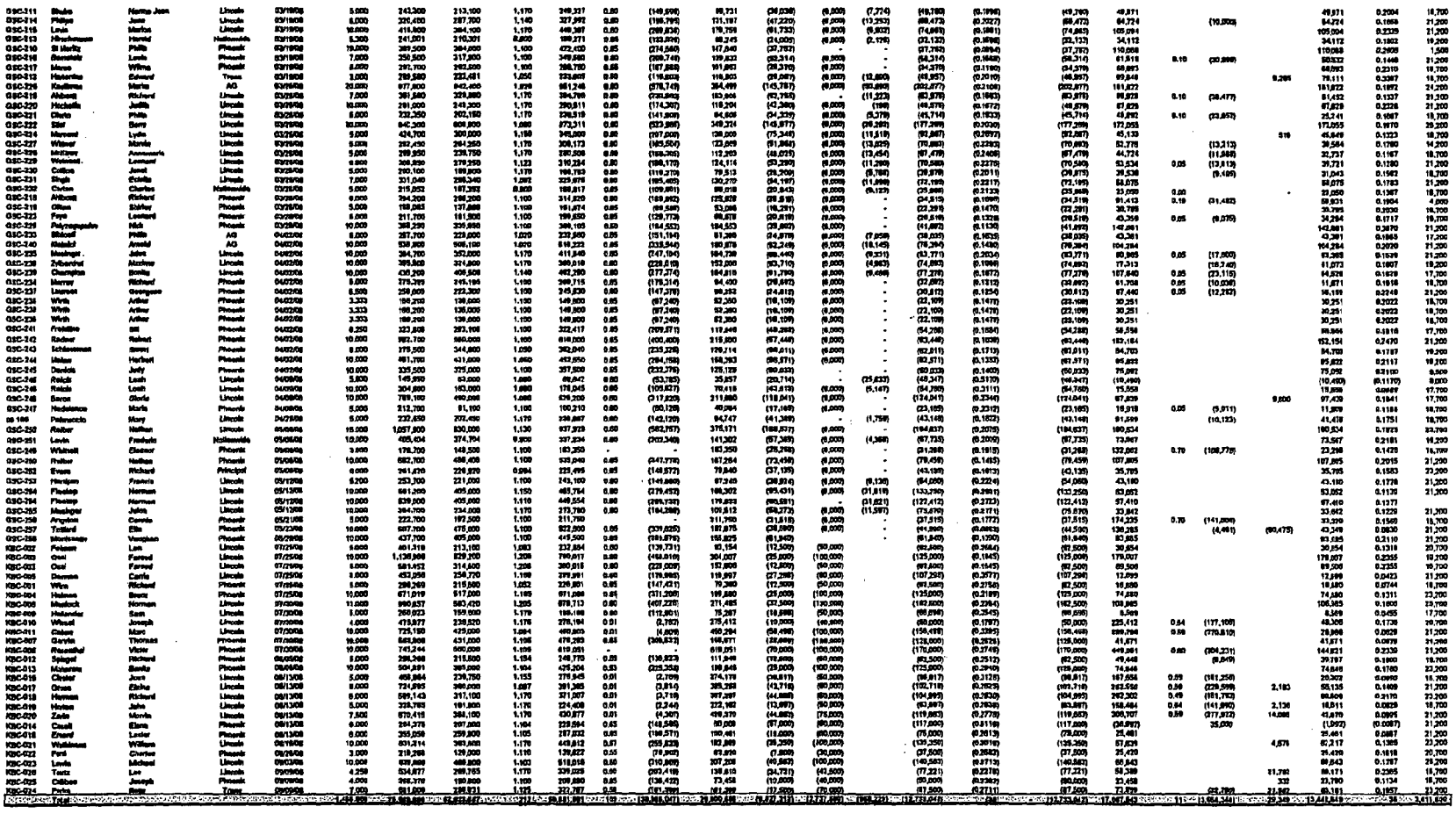
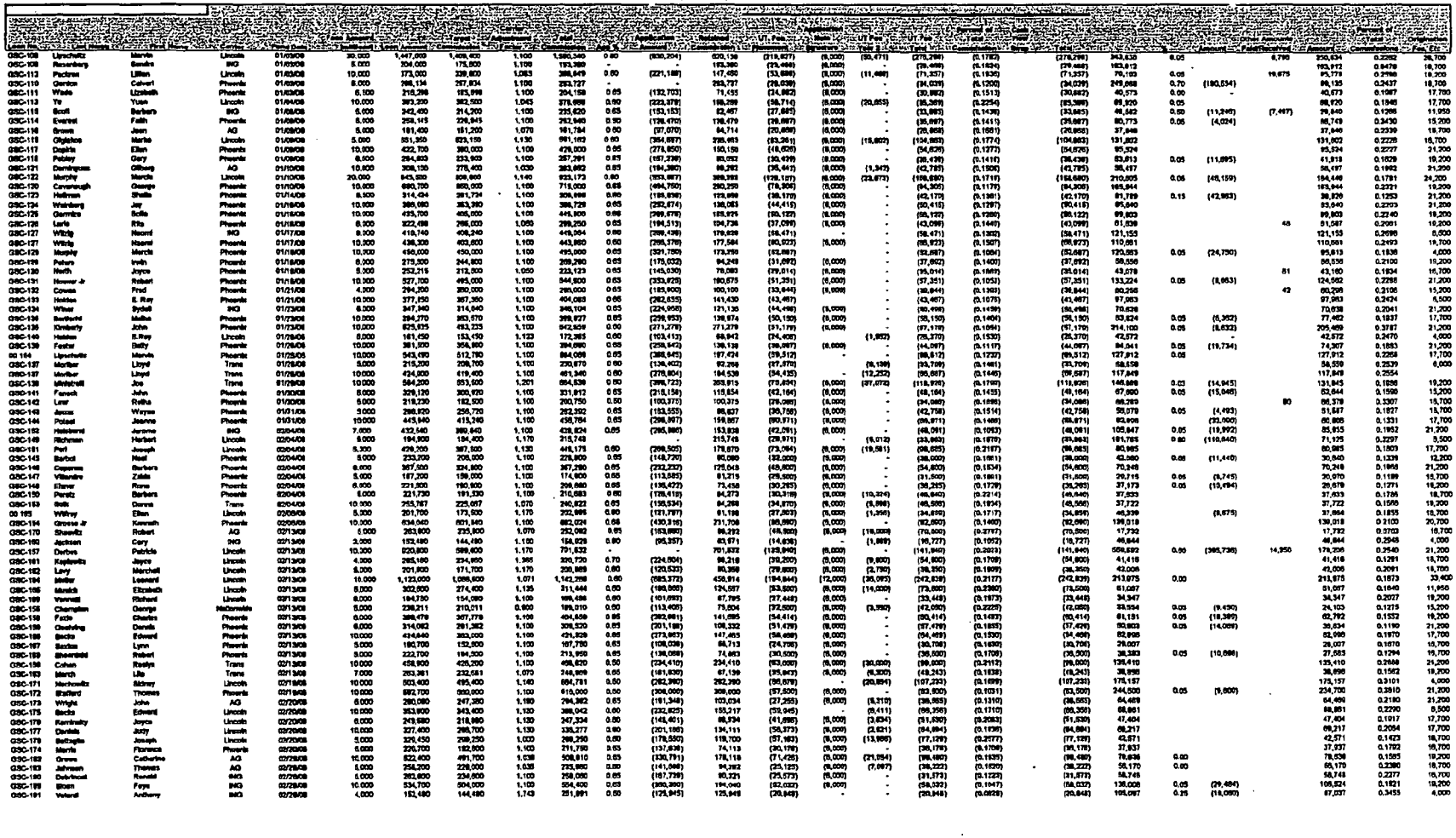
DOCUMENTS RESPONSIVE TO REQUEST NUMBER(S) 5-6 and 16

Part of 5-6 & 16

2008 Net Retained Commissions (also provided in Excel format)







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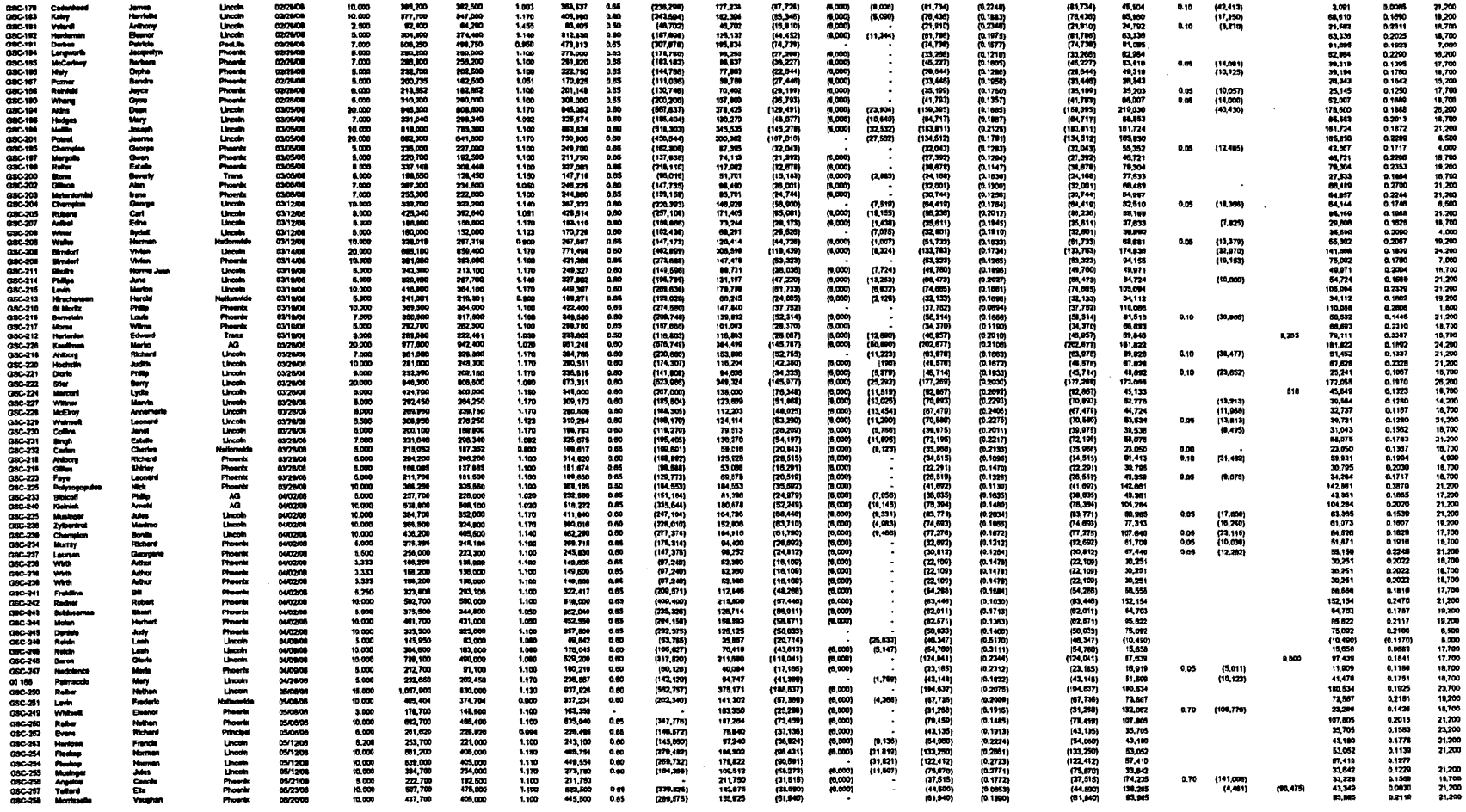

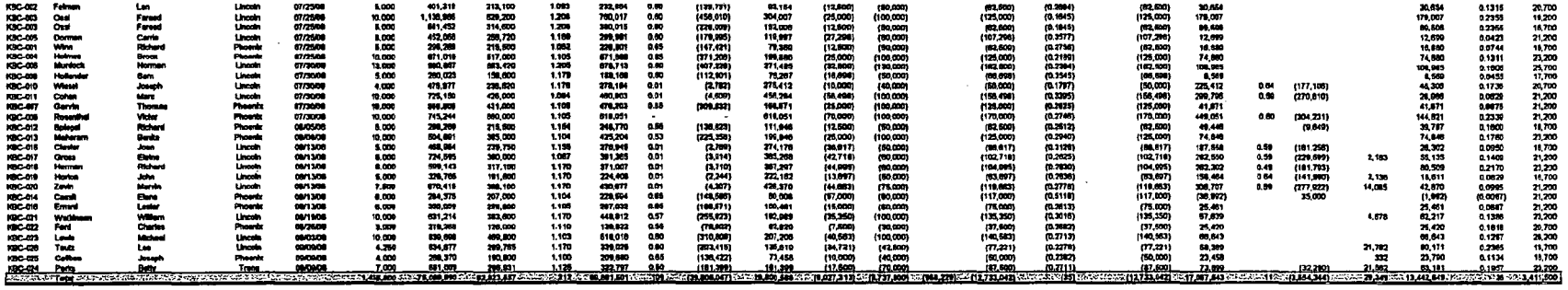

DOCUMENTS RESPONSIVE TO REQUEST NUMBER(S) 8-9

LIC HOLDINGS, INC.
ANALYSIS OF SHAREHOLDERS AND SHAREHOLDINGS
INCEPTION - PRESENT

	Percentage Ownership		
	Inception 9/1/2006 To 12/31/10	1/1/2011 To 9/13/2012	9/14/2012 To Present
Simon Bernstein	33.00	36.70	
Estate of Simon Bernstein			36.70
Ted Bernstein	45.00	50.00	50.00
William Stansbury	10.00		
Alexandra Bernstein Irrevocable Trust	1.20	1.33	1.33
Daniel Bernstein Irrevocable Trust	1.20	1.33	1.33
Eric Bernstein Irrevocable Trust	1.20	1.33	1.33
Jacob Bernstein Irrevocable Trust	1.20	1.33	1.33
Josh Bernstein Irrevocable Trust	1.20	1.33	1.33
Michael Bernstein Irrevocable Trust	1.20	1.33	1.33
Carly Friedstein Irrevocable Trust	1.20	1.33	1.33
Max Friedstein Irrevocable Trust	1.20	1.33	1.33
Julia Iantoni Irrevocable Trust	1.20	1.33	1.33
Molly Simon Irrevocable Trust	1.20	1.33	1.33
	100.00	100.00	100.00

LIC HOLDINGS, INC.
ARBITRAGE INTERNATIONAL MANAGEMENT, LLC
OFFICERS

LIC Holdings, Inc.

Annual Report Date	Title	Name
7/31/2006	PD	Simon Bernstein
	VSTD	Ted Bernstein
2/26/2007		No Change
1/18/2008		No Change
1/16/2009		No Change
4/16/2010		No Change
3/16/2011		No Change
4/11/2012	PD	Ted Bernstein
	VSTD	Simon Bernstein
4/14/2013	PD	Ted Bernstein
	VSTD	None

Arbitrage International Management, LLC

6/27/2006	MGRM	Simon Bernstein
8/1/2006		No Change
2/6/2007		No Change
1/18/2008		No Change
1/15/2009		No Change
4/16/2010	MGR	Simon Bernstein
3/15/2011		No Change
8/28/2012		No Change
4/16/2013	MGR	Ted Bernstein

LIC-AIM-TB-000026

DOCUMENTS RESPONSIVE TO REQUEST NUMBER(S) 14

☐ CORRECTED (if checked)

PAYER'S name, street address, city, state, ZIP code, and telephone no. WILLIAM E STANSBURY 950 PENINSULA CORPORATE CIRCLE SUITE 3010 BOCA RATON FL 33487	1 Rents $ 2 Royalties $	OMB No. 1545-0115 **2007** Form 1099-MISC	**Miscellaneous Income**
	3 Other income $	4 Federal income tax withheld $	Copy B For Recipient
PAYER'S federal identification number: [redacted] RECIPIENT'S identification number: [redacted]	5 Fishing boat proceeds $	6 Medical and health care payments $	
RECIPIENT'S name ARBITRAGE INTERNATIONAL MANAGEMENT Street address (including apt. no.) 950 PENINSULA CORPORATE CIRCLE SUITE 3010 City, state, and ZIP code Boca Raton FL 33487	7 Nonemployee compensation $ 14575766.25 9 Payer made direct sales of $5,000 or more of consumer products to a buyer (recipient) for resale ▶ ☐ 11	8 Substitute payments in lieu of dividends or interest $ 10 Crop insurance proceeds $ 12	This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.
Account number (see instructions)	13 Excess golden parachute payments $	14 Gross proceeds paid to an attorney $	
15a Section 409A deferrals $	15b Section 409A income $	16 State tax withheld $ $	17 State/Payer's state no.	18 State income $ $

Form 1099-MISC (keep for your records) Department of the Treasury - Internal Revenue Service

DAA

NTF 0487

WONEPERF

LIC-AIM-TB-000028

☐ CORRECTED (if checked)

PAYER'S name, street address, city, state, ZIP code, and telephone no.	1 Rents $	OMB No. 1545-0115	Miscellaneous Income
WILLIAM E STANSBURY 950 PENINSULA CORPORATE CIRCLE SUITE 3010 BOCA RATON FL 33487	2 Royalties $	2008 Form 1099-MISC	
	3 Other income $	4 Federal income tax withheld $	Copy B For Recipient
PAYER'S federal identification number [redacted]	RECIPIENT'S identification number	5 Fishing boat proceeds $	6 Medical and health care payments $
RECIPIENT'S name ARBITRAGE INTERNATIONAL MARKETING		7 Nonemployee compensation $ 2979139.90	8 Substitute payments in lieu of dividends or interest $
Street address (including apt. no.) 950 PENINSULA CORPORATE CIRCLE SUITE 3010		9 Payer made direct sales of $5,000 or more of consumer products to a buyer (recipient) for resale ▶ ☐	10 Crop insurance proceeds $
City, state, and ZIP code Boca Raton FL 33487		11 [redacted]	12 [redacted]
Account number (see instructions)		13 Excess golden parachute payments $	14 Gross proceeds paid to an attorney $
15a Section 409A deferrals $	15b Section 409A income $	16 State tax withheld $	17 State/Payer's state no.	18 State income $

This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.

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DAA

NTF 0407

WONEPERF

LIC-AIM-TB-000029

☐ CORRECTED (if checked)

PAYER'S name, street address, city, state, ZIP code, and telephone no	1 Rents	OMB No. 1545-0115	
WILLIAM E STANSBURY 950 PENINSULA CORPORATE CIRCLE SUITE 3010 BOCA RATON FL 33487	$	2009	Miscellaneous Income
	2 Royalties $	Form 1099-MISC	
	3 Other income $	4 Federal income tax withheld $	Copy B For Recipient
PAYER'S federal identification number	RECIPIENT'S identification number [redacted]	5 Fishing boat proceeds $	6 Medical and health care payments $
RECIPIENT'S name ARBITRAGE INTERNATIONAL MARKETING	7 Nonemployee compensation $ 100371.33	8 Substitute payments in lieu of dividends or interest $	This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.
Street address (including apt. no.) 950 PENINSULA CORPORATE CIRCLE SUITE 3010	9 Payer made direct sales of $5,000 or more of consumer products to a buyer (recipient) for resale ▶ ☐	10 Crop insurance proceeds $	
City, state, and ZIP code Boca Raton FL 33487	11	12	
Account number (see instructions)	13 Excess golden parachute payments $	14 Gross proceeds paid to an attorney $	
15a Section 409A deferrals $	15b Section 409A income $	16 State tax withheld $	17 State/Payer's state no.	18 State income $

Form 1099-MISC (keep for your records) Department of the Treasury - Internal Revenue Service

DAA

WONEPERF

MF 9407

LIC-AIM-TB-000030

☐ CORRECTED (if checked)

PAYER'S name, street address, city, state, ZIP code, and telephone no.	1 Rents	OMB No. 1545-0115	Miscellaneous Income
WILLIAM E STANSBURY 950 PENINSULA CORPORATE CIRCLE SUITE 3010 BOCA RATON FL 33487	$ 2 Royalties $	2010 Form 1099-MISC	
	3 Other income $	4 Federal income tax withheld $	Copy B For Recipient
PAYER'S federal identification number [redacted] / RECIPIENT'S identification number	5 Fishing boat proceeds $	6 Medical and health care payments $	
RECIPIENT'S name ARBITRAGE INTERNATIONAL MARKETING Street address (including apt. no.) 950 PENINSULA CORPORATE CIRCLE SUITE 3010 City, state, and ZIP code Boca Raton FL 33487	7 Nonemployee compensation $ 124399.63	8 Substitute payments in lieu of dividends or interest $	This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.
	9 Payer made direct sales of $5,000 or more of consumer products to a buyer (recipient) for resale ▶ ☐	10 Crop insurance proceeds $	
Account number (see instructions)	11 [redacted]	12 [redacted]	
	13 Excess golden parachute payments $	14 Gross proceeds paid to an attorney $	
15a Section 409A deferrals $	15b Section 409A income $	16 State tax withheld $ $	17 State/Payer's state no.	18 State income $ $

Form 1099-MISC (Keep for your records) Department of the Treasury - Internal Revenue Service

DAA

NTF. 0487

WONEPERF

LIC-AIM-TB-000031

☐ CORRECTED (if checked)

PAYER'S name, street address, city, state, ZIP code, and telephone no.	1 Rents	OMB No. 1545-0115	Miscellaneous Income
WILLIAM E. STANSBURY 6920 CAVIRO LANE BOYNTON BEACH, FL 33437 561-375-9703	$	2011	
	2 Royalties $	Form 1099-MISC	
	3 Other income $ 149,112.51	4 Federal income tax withheld $	Copy B For Recipient
PAYER'S federal identification number / RECIPIENT'S identification number [redacted]	5 Fishing boat proceeds $	6 Medical and health care payments $	
RECIPIENT'S name, address, and ZIP code ARA TRADE INTERNATIONAL MKT. 950 PENINSULA CORP. CIR. #3110 BOCA RATON, FL 33487	7 Nonemployee compensation $	8 Substitute payments in lieu of dividends or interest $	This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.
	9 Payer made direct sales of $5,000 or more of consumer products to a buyer (recipient) for resale ▶ ☐	10 Crop insurance proceeds $	
	11	12	
Account number (see instructions)	13 Excess golden parachute payments $	14 Gross proceeds paid to an attorney $	
15a Section 409A deferrals $	15b Section 409A income $	16 State tax withheld $ $	17 State/Payer's state no. / 18 State income $ $

Form 1099-MISC (keep for your records) 38-2099803 Department of the Treasury - Internal Revenue Service

☐ CORRECTED (if checked)

PAYER'S name, street address, city, state, ZIP code, and telephone no.	1 Rents	OMB No. 1545-0115	Miscellaneous Income
	$	2011	
	2 Royalties $	Form 1099-MISC	
	3 Other income $	4 Federal income tax withheld $	Copy B For Recipient
PAYER'S federal identification number / RECIPIENT'S identification number	5 Fishing boat proceeds $	6 Medical and health care payments $	
RECIPIENT'S name, address, and ZIP code	7 Nonemployee compensation $	8 Substitute payments in lieu of dividends or interest $	This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.
	9 Payer made direct sales of $5,000 or more of consumer products to a buyer (recipient) for resale ▶ ☐	10 Crop insurance proceeds $	
	11	12	
Account number (see instructions)	13 Excess golden parachute payments $	14 Gross proceeds paid to an attorney $	
15a Section 409A deferrals $	15b Section 409A income $	16 State tax withheld $ $	17 State/Payer's state no. / 18 State income $ $

Form 1099-MISC (keep for your records) 38-2099803 Department of the Treasury - Internal Revenue Service

BMISREC NTF 2575721

LIC-AIM-TB-000032

9595 ☐ VOID ☐ CORRECTED

PAYER'S name, street address, city, state, ZIP code, and telephone no.	1 Rents	OMB No. 1545-0115	Miscellaneous Income
SIMON BERNSTEIN 950 PENINSULA CORPORATE CIRCLE STE 3010 BOCA RATON FL 33487	$	2007 Form 1099-MISC	
	2 Royalties $		
	3 Other income $	4 Federal income tax withheld $	Copy A For Internal Revenue Service Center
PAYER'S federal identification number / RECIPIENT'S identification number [redacted]	5 Fishing boat proceeds $	6 Medical and health care payments $	File with Form 1096.
RECIPIENT'S name ARBITRAGE INTERNATIONAL MANAGEMENT	7 Nonemployee compensation $ 8795654.45	8 Substitute payments in lieu of dividends or interest $	For Privacy Act and Paperwork Reduction Act Notice, see the 2007 General Instructions for Forms 1099, 1098, 5498, and W-2G.
Street address (including apt. no.) 950 PENINSULA CORPORATE CIRCLE SUITE 3010	9 Payer made direct sales of $5,000 or more of consumer products to a buyer (recipient) for resale ▶ ☐	10 Crop insurance proceeds $	
City, state, and ZIP code Boca Raton FL 33487	11	12	
Account number (see instructions) / 2nd TIN not. ☐	13 Excess golden parachute payments $	14 Gross proceeds paid to an attorney $	
15a Section 409A deferrals $	15b Section 409A income $	16 State tax withheld $	17 State/Payer's state no.	18 State income $

Form 1099-MISC — Department of the Treasury - Internal Revenue Service — 38-2099803

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9595 ☒ VOID ☐ CORRECTED

PAYER'S name, street address, city, state, ZIP code, and telephone no.	1 Rents	OMB No. 1545-0115	Miscellaneous Income
	$	2007 Form 1099-MISC	
	2 Royalties $		
	3 Other income $	4 Federal income tax withheld $	Copy A For Internal Revenue Service Center
PAYER'S federal identification number / RECIPIENT'S identification number	5 Fishing boat proceeds $	6 Medical and health care payments $	File with Form 1096.
RECIPIENT'S name	7 Nonemployee compensation $	8 Substitute payments in lieu of dividends or interest $	For Privacy Act and Paperwork Reduction Act Notice, see the 2007 General Instructions for Forms 1099, 1098, 5498, and W-2G.
Street address (including apt. no.)	9 Payer made direct sales of $5,000 or more of consumer products to a buyer (recipient) for resale ▶ ☐	10 Crop insurance proceeds $	
City, state, and ZIP code	11	12	
Account number (see instructions) / 2nd TIN not. ☐	13 Excess golden parachute payments $	14 Gross proceeds paid to an attorney $	
15a Section 409A deferrals $	15b Section 409A income $	16 State tax withheld $	17 State/Payer's state no.	18 State income $

Form 1099-MISC — Department of the Treasury - Internal Revenue Service — 38-2099803

DETACH BEFORE MAILING

BMISFED NTF2371113

LIC-AIM-TB-000033

9595 ☐ VOID ☐ CORRECTED

PAYER'S name, street address, city, state, ZIP code, and telephone no. SIMON BERNSTEIN 950 PENINSULA CORPORATE CIRCLE STE 3010 BOCA RATON FL 33487	1 Rents $ 2 Royalties $	OMB No. 1545-0115 2008 Form 1099-MISC	Miscellaneous Income
	3 Other income $	4 Federal income tax withheld $	Copy A For Internal Revenue Service Center
PAYER'S federal identification number [redacted] / RECIPIENT'S identification number [redacted]	5 Fishing boat proceeds $	6 Medical and health care payments $	File with Form 1096.
RECIPIENT'S name Arbitrage International Marketing	7 Nonemployee compensation $ 15766018.47	8 Substitute payments in lieu of dividends or interest $	For Privacy Act and Paperwork Reduction Act Notice, see the 2008 General Instructions for Forms 1099, 1098, 5498, and W-2G.
Street address (including apt. no.) 950 Peninsula Corporate Circle Suite 3010	9 Payer made direct sales of $5,000 or more of consumer products to a buyer (recipient) for resale ▶ ☐	10 Crop insurance proceeds $	
City, state, and ZIP code Boca Raton FL 33487	11	12	
Account number (see instructions) / 2nd TIN not. ☐	13 Excess golden parachute payments $	14 Gross proceeds paid to an attorney $	
15a Section 409A deferrals $ / 15b Section 409A income $	16 State tax withheld $ $	17 State/Payer's state no.	18 State income $ $

Form 1099-MISC 38-2099803 Department of the Treasury - Internal Revenue Service

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9595 ☒ VOID ☐ CORRECTED

PAYER'S name, street address, city, state, ZIP code, and telephone no.	1 Rents $ 2 Royalties $	OMB No. 1545-0115 2008 Form 1099-MISC	Miscellaneous Income
	3 Other income $	4 Federal income tax withheld $	Copy A For Internal Revenue Service Center
PAYER'S federal identification number / RECIPIENT'S identification number	5 Fishing boat proceeds $	6 Medical and health care payments $	File with Form 1096.
RECIPIENT'S name	7 Nonemployee compensation $	8 Substitute payments in lieu of dividends or interest $	For Privacy Act and Paperwork Reduction Act Notice, see the 2008 General Instructions for Forms 1099, 1098, 5498, and W-2G.
Street address (including apt. no.)	9 Payer made direct sales of $5,000 or more of consumer products to a buyer (recipient) for resale ▶ ☐	10 Crop insurance proceeds $	
City, state, and ZIP code	11	12	
Account number (see instructions) / 2nd TIN not. ☐	13 Excess golden parachute payments $	14 Gross proceeds paid to an attorney $	
15a Section 409A deferrals $ / 15b Section 409A income $	16 State tax withheld $ $	17 State/Payer's state no.	18 State income $ $

Form 1099-MISC 38-2099803 Department of the Treasury - Internal Revenue Service

BMISFED NTT 257187B

LIC-AIM-TB-000034

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9595 ☐VOID ☐CORRECTED

PAYER'S name, street address, city, state, ZIP code, and telephone no.	1 Rents	OMB No. 1545-0115	Miscellaneous Income
SIMON BERNSTEIN 950 PENINSULA CORPORATE CIRCLE STE 3010 BOCA RATON FL 33487	$	2009	
	2 Royalties $	Form 1099-MISC	
	3 Other income $	4 Federal income tax withheld $	Copy A For Internal Revenue Service Center
PAYER'S federal identification number 11	RECIPIENT'S identification number	5 Fishing boat proceeds $	6 Medical and health care payments $	File with Form 1096.
RECIPIENT'S name Arbitrage International Marketing		7 Nonemployee compensation $ 16580.00	8 Substitute payments in lieu of dividends or interest $	For Privacy Act and Paperwork Reduction Act Notice, see the 2009 General Instructions for Forms 1099, 1098, 3921, 3922, 5498, and W-2G.
Street address (including apt. no.) 950 Peninsula Corporate Circle Suite 3010		9 Payer made direct sales of $5,000 or more of consumer products to a buyer (recipient) for resale ▶ ☐	10 Crop insurance proceeds $	
City, state, and ZIP code Boca Raton FL 33487		11	12	
Account number (see instructions)	2nd TIN not. ☐	13 Excess golden parachute payments $	14 Gross proceeds paid to an attorney $	
15a Section 409A deferrals $	15b Section 409A income $	16 State tax withheld $ $	17 State/Payer's state no.	18 State income $ $

Form 1099-MISC 38-2099803 Department of the Treasury - Internal Revenue Service

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9595 ☒VOID ☐CORRECTED

PAYER'S name, street address, city, state, ZIP code, and telephone no.	1 Rents	OMB No. 1545-0115	Miscellaneous Income
	$	2009	
	2 Royalties $	Form 1099-MISC	
	3 Other income $	4 Federal income tax withheld $	Copy A For Internal Revenue Service Center
PAYER'S federal identification number	RECIPIENT'S identification number	5 Fishing boat proceeds $	6 Medical and health care payments $	File with Form 1096.
RECIPIENT'S name		7 Nonemployee compensation $	8 Substitute payments in lieu of dividends or interest $	For Privacy Act and Paperwork Reduction Act Notice, see the 2009 General Instructions for Forms 1099, 1098, 3921, 3922, 5498, and W-2G.
Street address (including apt. no.)		9 Payer made direct sales of $5,000 or more of consumer products to a buyer (recipient) for resale ▶ ☐	10 Crop insurance proceeds $	
City, state, and ZIP code		11	12	
Account number (see instructions)	2nd TIN not. ☐	13 Excess golden parachute payments $	14 Gross proceeds paid to an attorney $	
15a Section 409A deferrals $	15b Section 409A income $	16 State tax withheld $ $	17 State/Payer's state no.	18 State income $ $

Form 1099-MISC 38-2099803 Department of the Treasury - Internal Revenue Service

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LIC-AIM-TB-000035

9595 ☐ VOID ☐ CORRECTED

PAYER'S name, street address, city, state, ZIP code, and telephone no.	1 Rents	OMB No. 1545-0115	Miscellaneous Income
SIMON BERNSTEIN 950 PENINSULA CORPORATE CIRCLE STE 3010 BOCA RATON FL 33487	$ 2 Royalties $	2010 Form 1099-MISC	
	3 Other income $	4 Federal income tax withheld $	Copy A For Internal Revenue Service Center
PAYER'S federal identification number [redacted]	RECIPIENT'S identification number [redacted]	5 Fishing boat proceeds $	6 Medical and health care payments $	File with Form 1096.
RECIPIENT'S name Arbitrage International Marketing		7 Nonemployee compensation $ 87667.45	8 Substitute payments in lieu of dividends or interest $	For Privacy Act and Paperwork Reduction Act Notice, see the 2010 General Instructions for Certain Information Returns.
Street address (including apt. no.) 950 Peninsula Corporate Circle Suite 3010		9 Payer made direct sales of $5,000 or more of consumer products to a buyer (recipient) for resale ▶ ☐	10 Crop insurance proceeds $	
City, state, and ZIP code Boca Raton FL 33487		11	12	
Account number (see instructions)	2nd TIN not. ☐	13 Excess golden parachute payments $	14 Gross proceeds paid to an attorney $	
15a Section 409A deferrals $	15b Section 409A income $	16 State tax withheld $	17 State/Payer's state no.	18 State income $

Form 1099-MISC — 38-2099803 — Department of the Treasury - Internal Revenue Service

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9595 ☒ VOID ☐ CORRECTED

PAYER'S name, street address, city, state, ZIP code, and telephone no.	1 Rents	OMB No. 1545-0115	Miscellaneous Income
	$ 2 Royalties $	2010 Form 1099-MISC	
	3 Other income $	4 Federal income tax withheld $	Copy A For Internal Revenue Service Center
PAYER'S federal identification number	RECIPIENT'S identification number	5 Fishing boat proceeds $	6 Medical and health care payments $	File with Form 1096.
RECIPIENT'S name		7 Nonemployee compensation $	8 Substitute payments in lieu of dividends or interest $	For Privacy Act and Paperwork Reduction Act Notice, see the 2010 General Instructions for Certain Information Returns.
Street address (including apt. no.)		9 Payer made direct sales of $5,000 or more of consumer products to a buyer (recipient) for resale ▶ ☐	10 Crop insurance proceeds $	
City, state, and ZIP code		11	12	
Account number (see instructions)	2nd TIN not. ☐	13 Excess golden parachute payments $	14 Gross proceeds paid to an attorney $	
15a Section 409A deferrals $	15b Section 409A income $	16 State tax withheld $	17 State/Payer's state no.	18 State income $

Form 1099-MISC — 38-2099803 — Department of the Treasury - Internal Revenue Service

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BMISFED NTF 257403

LIC-AIM-TB-000036

☐ CORRECTED (if checked)

PAYER'S name, street address, city, state, ZIP code, and telephone no.	1 Rents	OMB No. 1545-0115	
SIMON BERNSTEIN 950 PENINSULA CORPORATE CIRCLE STE 3010 BOCA RATON FL 33487	$ 2 Royalties $	2011 Form 1099-MISC	Miscellaneous Income
	3 Other income $	4 Federal income tax withheld $	Copy B For Recipient
PAYER'S federal identification number [redacted] / RECIPIENT'S identification number	5 Fishing boat proceeds	6 Medical and health care payments $	
RECIPIENT'S name Arbitrage International Marketing Street address (including apt. no.) 950 Peninsula Corporate Circle Suite 3010 City, state, and ZIP code Boca Raton FL 33487	7 Nonemployee compensation $ 101770.62 9 Payer made direct sales of $5,000 or more of consumer products to a buyer (recipient) for resale ▶ ☐ 11	8 Substitute payments in lieu of dividends or interest $ 10 Crop insurance proceeds $ 12	This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.
Account number (see instructions)	13 Excess golden parachute payments $	14 Gross proceeds paid to an attorney $	
15a Section 409A deferrals $ / 15b Section 409A income $	16 State tax withheld $ $	17 State/Payer's state no.	18 State income $ $

Form 1099-MISC (keep for your records) Department of the Treasury - Internal Revenue Service

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LIC-AIM-TB-000037

9595 ☐VOID ☐CORRECTED

PAYER'S name, street address, city, state, ZIP code, and telephone no.	1 Rents	OMB No. 1545-0115	Miscellaneous Income
TED S BERNSTEIN 950 PENINSULA CORPORATE CIRCLE SUITE 310 BOCA RATON FL 33487	$ 2 Royalties $	2008 Form 1099-MISC	
	3 Other income $	4 Federal income tax withheld $	Copy A For Internal Revenue Service Center
PAYER'S federal identification number / RECIPIENT'S identification number [redacted]	5 Fishing boat proceeds $	6 Medical and health care payments $	File with Form 1096.
RECIPIENT'S name ARBITRAGE INTERNATIONAL MARKETING	7 Nonemployee compensation $ 11741517.78	8 Substitute payments in lieu of dividends or interest $	For Privacy Act and Paperwork Reduction Act Notice, see the 2008 General Instructions for Forms 1099, 1098, 5498, and W-2G.
Street address (including apt. no.) 950 Peninsula Corporate Circle Suite 3010	9 Payer made direct sales of $5,000 or more of consumer products to a buyer (recipient) for resale ▶ ☐	10 Crop insurance proceeds $	
City, state, and ZIP code Boca Raton FL 33487	11	12	
Account number (see instructions) / 2nd TIN not. ☐	13 Excess golden parachute payments $	14 Gross proceeds paid to an attorney $	
15a Section 409A deferrals $	15b Section 409A income $	16 State tax withheld $	17 State/Payer's state no.	18 State income $

Form 1099-MISC — 38-2099803 — Department of the Treasury - Internal Revenue Service

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9595 ☒VOID ☐CORRECTED

PAYER'S name, street address, city, state, ZIP code, and telephone no.	1 Rents	OMB No. 1545-0115	Miscellaneous Income
	$ 2 Royalties $	2008 Form 1099-MISC	
	3 Other income $	4 Federal income tax withheld $	Copy A For Internal Revenue Service Center
PAYER'S federal identification number / RECIPIENT'S identification number	5 Fishing boat proceeds $	6 Medical and health care payments $	File with Form 1096.
RECIPIENT'S name	7 Nonemployee compensation $	8 Substitute payments in lieu of dividends or interest $	For Privacy Act and Paperwork Reduction Act Notice, see the 2008 General Instructions for Forms 1099, 1098, 5498, and W-2G.
Street address (including apt. no.)	9 Payer made direct sales of $5,000 or more of consumer products to a buyer (recipient) for resale ▶ ☐	10 Crop insurance proceeds $	
City, state, and ZIP code	11	12	
Account number (see instructions) / 2nd TIN not. ☐	13 Excess golden parachute payments $	14 Gross proceeds paid to an attorney $	
15a Section 409A deferrals $	15b Section 409A income $	16 State tax withheld $	17 State/Payer's state no.	18 State income $

Form 1099-MISC — 38-2099803 — Department of the Treasury - Internal Revenue Service

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BMSFED NTF 2571879

LIC-AIM-TB-000038

9595 ☐ VOID ☐ CORRECTED

PAYER'S name, street address, city, state, ZIP code, and telephone no.	1 Rents	OMB No. 1545-0115	Miscellaneous Income
TED S BERNSTEIN 950 PENINSULA CORPORATE CIRCLE SUITE 3010 BOCA RATON FL 33487	$ 2 Royalties $	2009 Form 1099-MISC	
	3 Other income $	4 Federal income tax withheld $	Copy A For Internal Revenue Service Center
PAYER'S federal identification number [redacted] / RECIPIENT'S identification number	5 Fishing boat proceeds $	6 Medical and health care payments $	File with Form 1096.
RECIPIENT'S name ARBITRAGE INTERNATIONAL MARKETING	7 Nonemployee compensation $ 110279.16	8 Substitute payments in lieu of dividends or interest $	For Privacy Act and Paperwork Reduction Act Notice, see the 2009 General Instructions for Forms 1099, 1098, 3921, 3922, 5498, and W-2G.
Street address (including apt. no.) 950 Peninsula Corporate Circle Suite 3010	9 Payer made direct sales of $5,000 or more of consumer products to a buyer (recipient) for resale ▶ ☐	10 Crop insurance proceeds $	
City, state, and ZIP code Boca Raton FL 33487	11	12	
Account number (see instructions) 5 / 2nd TIN not. ☐	13 Excess golden parachute payments $	14 Gross proceeds paid to an attorney $	
15a Section 409A deferrals $	15b Section 409A income $	16 State tax withheld $	17 State/Payer's state no.	18 State income $

Form 1099-MISC — Department of the Treasury - Internal Revenue Service — 38-2099803

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9595 ☒ VOID ☐ CORRECTED

PAYER'S name, street address, city, state, ZIP code, and telephone no.	1 Rents	OMB No. 1545-0115	Miscellaneous Income
	$ 2 Royalties $	2009 Form 1099-MISC	
	3 Other income $	4 Federal income tax withheld $	Copy A For Internal Revenue Service Center
PAYER'S federal identification number / RECIPIENT'S identification number	5 Fishing boat proceeds $	6 Medical and health care payments $	File with Form 1096.
RECIPIENT'S name	7 Nonemployee compensation $	8 Substitute payments in lieu of dividends or interest $	For Privacy Act and Paperwork Reduction Act Notice, see the 2009 General Instructions for Forms 1099, 1098, 3921, 3922, 5498, and W-2G.
Street address (including apt. no.)	9 Payer made direct sales of $5,000 or more of consumer products to a buyer (recipient) for resale ▶ ☐	10 Crop insurance proceeds $	
City, state, and ZIP code	11	12	
Account number (see instructions) / 2nd TIN not. ☐	13 Excess golden parachute payments $	14 Gross proceeds paid to an attorney $	
15a Section 409A deferrals $	15b Section 409A income $	16 State tax withheld $	17 State/Payer's state no.	18 State income $

Form 1099-MISC — Department of the Treasury - Internal Revenue Service — 38-2099803

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LIC-AIM-TB-000039

9595 ☐VOID ☐CORRECTED

PAYER'S name, street address, city, state, ZIP code, and telephone no.	1 Rents	OMB No. 1545-0115	Miscellaneous Income
TED S BERNSTEIN 950 PENINSULA CORPORATE CIRCLE SUITE 3010 BOCA RATON FL 33487	$ 2 Royalties $	2010 Form 1099-MISC	
	3 Other income $	4 Federal income tax withheld $	Copy A For Internal Revenue Service Center
PAYER'S federal identification number [redacted] / RECIPIENT'S identification number	5 Fishing boat proceeds $	6 Medical and health care payments $	File with Form 1096.
RECIPIENT'S name ARBITRAGE INTERNATIONAL MARKETING	7 Nonemployee compensation 1994.24	8 Substitute payments in lieu of dividends or interest $	For Privacy Act and Paperwork Reduction Act Notice, see the 2010 General Instructions for Certain Information Returns.
Street address (including apt. no.) 950 Peninsula Corporate Circle Suite 3010	9 Payer made direct sales of $5,000 or more of consumer products to a buyer (recipient) for resale ▶ ☐	10 Crop insurance proceeds $	
City, state, and ZIP code Boca Raton FL 33487	11	12	
Account number (see instructions) / 2nd TIN not. ☐	13 Excess golden parachute payments $	14 Gross proceeds paid to an attorney $	
15a Section 409A deferrals $	15b Section 409A income $	16 State tax withheld $	17 State/Payer's state no.	18 State income $

Form 1099-MISC — Department of the Treasury - Internal Revenue Service — 39-2099803

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PAYER'S name, street address, city, state, ZIP code, and telephone no.	1 Rents	OMB No. 1545-0115	Miscellaneous Income
	$ 2 Royalties $	2010 Form 1099-MISC	
	3 Other income $	4 Federal income tax withheld $	Copy A For Internal Revenue Service Center
PAYER'S federal identification number / RECIPIENT'S identification number	5 Fishing boat proceeds $	6 Medical and health care payments $	File with Form 1096.
RECIPIENT'S name	7 Nonemployee compensation $	8 Substitute payments in lieu of dividends or interest $	For Privacy Act and Paperwork Reduction Act Notice, see the 2010 General Instructions for Certain Information Returns.
Street address (including apt. no.)	9 Payer made direct sales of $5,000 or more of consumer products to a buyer (recipient) for resale ▶ ☐	10 Crop insurance proceeds $	
City, state, and ZIP code	11	12	
Account number (see instructions) / 2nd TIN not. ☐	13 Excess golden parachute payments $	14 Gross proceeds paid to an attorney $	
15a Section 409A deferrals $	15b Section 409A income $	16 State tax withheld $	17 State/Payer's state no.	18 State income $

Form 1099-MISC — Department of the Treasury - Internal Revenue Service — 39-2099803

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LIC-AIM-TB-000040

Loan No.	Last Name	First Name	Carrier	Fund Date	Face Amount [millions]	Loan Amount	Target Commission	Carrier Adjustment Factor
00 017	Cohen	James	Hartford	01/17/07	5.000	167,000	142,500	1.1000
00 017	Cohen	James	Phoenix	01/17/07	10.000	329,784	329,784	1.1000
00 018	Fox	Richard	Phoenix	01/25/07	6.000	414,000	390,000	1.1000
00 019	Samuels	Rosalind	Phoenix	02/07/07	4.000	161,584	137,584	1.1000
00 019	Samuels	Rosalind	Phoenix	02/07/07	4.000	141,148	141,148	1.1000
00 020	Bell	Martin	Hartford	02/08/07	5.000	307,850	284,350	1.1000
00 021	Blackburn	Sadie	Mass Mut	02/23/07	5.000	297,650	292,650	0.9350
00 022	Cohen	James	Penn Mut	02/27/07	10.000	321,300	315,800	0.9900
00 023	Fidel	Bernard	Phoenix	04/06/07	5.000	281,742	257,742	1.1000
00 024	Mulkey	David	Mass Mut	04/12/07	10.000	262,800	239,300	0.9350
00 025	Morello	Lucille	Phoenix	04/13/07	10.000	542,062	518,562	1.1000
00 026	Bader	Sidney	Penn Mut	04/24/07	10.000	712,500	688,500	0.9900
00 027	Freedman	Kole	Phoenix	05/04/07	6.000	414,000	390,000	1.1000
00 028	Shapiro	Dorothy	Phoenix	05/09/07	4.500	267,535	244,035	1.1000
00 029	Raymes	Frederick	Phoenix	05/09/07	5.000	327,264	303,264	1.1000
00 030	Kraus	Dorothy	Trans	05/15/07	20.000	1,423,500	955,200	1.0850
00 031	Gordon	Esther	Phoenix	05/17/07	10.000	412,737	388,737	1.1000
00 032	Sobel	Walter	Phoenix	05/30/07	5.000	262,172	238,672	1.1000
00 033	Goettsch	Jon	Jeff Pilot	06/04/07	5.750	161,838	129,893	1.0849
00 034	Stern	William	Jeff Pilot	06/06/07	10.000	555,500	531,500	1.0998
00 035	Mulkey	David	Mass Mut	06/14/07	10.000	246,000	239,300	0.9350
00 036	Bovarnick	David	Jeff Pilot	06/15/07	10.000	493,800	469,800	1.0998
00 037	Puzio	Emily	Hartford	06/15/07	5.000	269,433	229,500	1.1000
00 038	Zydel	Stephanie	Jeff Pilot	06/18/07	6.000	272,180	244,980	1.0849
00 039	Donahugh	Richard	Jeff Pilot	06/19/07	4.500	247,630	222,930	1.0849
00 040	Martin	Wencke	Jeff Pilot	06/19/07	5.000	136,350	111,650	1.0849
00 041	Ginsberg	Daniel	Phoenix	06/22/07	6.000	291,496	272,296	1.1000
00 042	Holmes	John - Per	Jeff Pilot	06/22/07	2.500	115,325	90,625	1.0849
00 043	Holmes	John - Bus	Jeff Pilot	06/25/07	2.550	117,138	92,438	1.0849
00 044	Smith	Jack	Phoenix	06/26/07	10.000	464,327	453,827	1.1000
00 045	Gray	Alvin	ING	06/28/07	2.000	156,500	131,300	1.0500
00 046	Gann	Donald	Jeff Pilot	06/28/07	5.000	272,014	240,000	1.0998
00 047	Melin	David	Phoenix	06/28/07	10.000	724,000	650,000	1.1015
00 048	Costello	Richard	Jeff Pilot	06/29/07	3.000	259,590	235,590	1.0998
00 049	Hofmeyer	Daryl	Jeff Pilot	06/29/07	5.000	168,000	143,300	1.0849
00 050	Pirozzi	Gloria	Phoenix	06/29/07	9.000	390,800	367,300	1.1000
00 051	Dabro	Kenneth	Jeff Pilot	07/03/07	10.000	545,407	505,800	1.0600
00 052	Docteroff	Norman	Jeff Pilot	07/05/07	10.000	474,300	446,600	1.0849
00 053	Drucker	Ronald	Phoenix	07/06/07	5.000	334,490	309,290	1.1000
00 054	Hibbard	Helene	Phoenix	07/10/07	10.000	528,255	500,555	1.1000
00 055	Camm	Marvin	Jeff Pilot	07/12/07	9.000	566,350	538,650	1.0849
00 056	Brewster	Patricia	Phoenix	07/12/07	4.500	178,780	155,280	1.1000

GSC-1	Ostad	Moshe-Haim	Phoenix	07/13/07	10.000	568,550	544,050	1.1000
00 057	Shaw	Linda	Phoenix	07/17/07	5.000	169,498	144,298	1.1000
00 058	Berman	Alan	Phoenix	07/19/07	10.000	450,600	439,100	1.1000
00 059	Berman	Alan	Jeff Pilot	07/19/07	10.000	452,700	425,000	1.1463
00 060	Malasky	John	Phoenix	07/19/07	7.000	451,770	424,570	1.1000
00 061	Einhorn	Norman	Jeff Pilot	07/19/07	5.000	206,450	181,250	1.0849
00 062	Spear	Marcia	Phoenix	07/19/07	9.000	338,259	310,559	1.1000
00 063	Herskowitz	Bernard	Jeff Pilot	07/23/07	10.000	431,500	404,300	1.0998
00 064	Herskowitz	Jerome	Jeff Pilot	07/23/07	10.000	522,600	495,400	1.0998
00 065	Sorosky	Jeri	Phoenix	07/24/07	4.000	213,082	187,882	1.1000
00 066	Shapiro	Irwin	Jeff Pilot	07/24/07	6.000	190,540	162,840	1.1300
00 067	Smith	Jack	Jeff Pilot	07/24/07	5.000	237,700	212,500	1.0998
00 068	Loggins	Jim	Jeff Pilot	07/26/07	4.000	325,200	300,000	1.0849
00 069	Slater	David	Phoenix	07/26/07	5.000	252,114	226,914	1.1000
00 070	Kagel	David	Jeff Pilot	07/27/07	10.000	390,200	362,500	1.1700
00 071	Prince	Jack	Phoenix	07/27/07	10.000	630,528	606,528	1.1000
00 072	Loya	Lupe	Trans	07/30/07	5.000	133,800	110,300	1.0700
00 073	Palafoutas	John	Jeff Pilot	07/30/07	5.000	258,400	234,900	1.1000
00 074	Sockolow	Marilyn	Jeff Pilot	07/31/07	5.000	315,867	136,950	1.1700
00 075	Rosenthal	Harriet	Phoenix	08/06/07	5.000	276,066	250,866	1.1000
00 076	Kohn	Loretta	Jeff Pilot	08/07/07	4.000	150,400	125,200	1.0849
00 077	Handler	Evelyn	Jeff Pilot	08/07/07	5.000	201,700	173,500	1.0854
00 078	Maier	Gail	Jeff Pilot	08/07/07	5.000	190,050	164,850	1.0855
00 079	Snyderman	Perry	Phoenix	08/08/07	6.000	333,790	309,290	1.1000
00 080	Grazie	Maurice	Lincoln	08/09/07	6.400	384,460	360,960	1.1000
00 081	Sultan	Frederick	Phoenix	08/10/07	10.000	606,811	579,111	1.1000
00 082	Von Rutenb	Jane	Phoenix	08/13/07	10.000	578,700	550,000	1.1000
00 083	Piscitello	Bart	Phoenix	08/14/07	8.000	402,928	375,228	1.1000
00 085	Forwand	Stanley	Phoenix	08/15/07	5.000	232,203	207,003	1.1000
00 084	Ohmstede	Ann	Trans	08/16/07	5.500	229,550	201,850	1.0700
00 089	Shalam	Maurice	Jeff Pilot	08/17/07	10.000	489,800	462,100	1.2840
00 090	Bartizal	Barbara	Phoenix	08/23/07	8.000	337,490	310,990	1.1000
00 096	Furrell	Richard	Jeff Pilot	08/23/07	7.000	422,780	395,080	1.1200
00 086	Willer	Evelyn	Phoenix	08/24/07	5.000	275,478	250,278	1.1000
00 087	Woods	Jonathan	Jeff Pilot	08/24/07	4.550	181,447	156,247	1.0849
00 088	Ginnis	Malcolm	Jeff Pilot	08/24/07	4.500	248,130	222,930	1.0849
00 091	Weinsaft	Leonard	Jeff Pilot	08/24/07	10.000	432,000	404,300	1.1700
00 092	Lazar	Sydelle	Phoenix	08/24/07	7.000	381,912	351,212	1.1000
00 097	Gallo	Anthony	Phoenix	08/29/07	5.000	314,756	289,556	1.1000
00 098	Wald	Sheldon	Phoenix	08/29/07	10.000	541,141	513,441	1.1000
00 093	Cabak	Michael	Jeff Pilot	08/30/07	10.000	497,500	469,800	1.0200
00 094	Fallon	Angie	Jeff Pilot	08/30/07	10.000	357,400	329,700	1.0200
00 095	Leech	Patty	Jeff Pilot	08/30/07	5.000	404,400	379,200	1.1700
00 099	Cushing	Frederick	Phoenix	08/31/07	8.000	416,575	387,875	1.1000
00 100	Ehrlich	Gail	Jeff Pilot	08/31/07	7.000	326,040	298,340	1.0998
00 101	Taub	Joy	Phoenix	08/31/07	5.000	229,256	204,056	1.1000
00 102	Ward	Jean	Jeff Pilot	08/31/07	5.000	227,650	202,450	1.0849

00 103	Meurer	Vernon	Trans	08/31/07	4.000	131,086	105,886	1.0500
00 104	Nichols	Irene	Phoenix	08/31/07	10.000	361,744	334,044	1.1000
GSC-2	Melilli	David	Trans	08/31/07	14.000	546,180	511,980	1.0700
00 105	Havlik	Max	Jeff Pilot	09/11/07	8.000	349,440	325,440	1.1400
00 106	Damato	Carmello	Phoenix	09/12/07	10.000	392,054	364,354	1.1000
00 107	Bross	Joel	Phoenix	09/12/07	5.000	260,844	232,644	1.1000
00 108	King, James	James	Jeff Pilot	09/13/07	20.000	926,900	893,200	1.1400
00 109	Ross	Richard	Jeff Pilot	09/13/07	10.000	414,300	383,600	1.1400
00 110	Ross	Richard	Phoenix	09/13/07	10.000	439,400	428,900	1.1000
00 111	Boehm	Charlotte	Phoenix	09/17/07	10.000	497,404	469,704	1.1000
00 112	Baron	Stanley	Phoenix	09/17/07	5.500	362,137	334,437	1.1000
00 113	Shaber	Joseph	Phoenix	09/17/07	5.000	244,750	219,550	1.1000
00 114	Schrier	Robert	Jeff Pilot	09/17/07	5.000	217,000	202,150	1.1400
00 115	Hinds	Thomas	Phoenix	09/17/07	5.000	257,844	232,644	1.1000
00 116	Cherenza	Leonard	Jeff Pilot	09/18/07	4.500	277,245	252,045	1.0600
00 117	Farmer	Loren	Lincoln	09/18/07	5.000	240,700	212,500	1.1000
00 118	Raguse	Richard	Jeff Pilot	09/20/07	5.000	260,100	234,900	1.0849
00 119	Gorge	Sal	Penn	09/21/07	5.000	285,850	257,650	1.3800
00 120	Burgher	Peter	Jeff Pilot	09/21/07	10.000	521,900	495,400	1.0849
00 121	Wiesel	Vera	Phoenix	09/21/07	5.000	229,255	204,055	1.1000
00 122	Medvedeff	Elaine	Jeff Pilot	09/21/07	5.000	215,900	190,700	1.1400
00 123	Brechner	Milton	Penn	09/24/07	5.000	357,450	329,500	0.9900
00 124	O'Brien	John	Lincoln	09/24/07	7.000	310,710	283,010	1.1400
00 125	Porter	Louis	Penn	09/25/07	5.000	400,150	371,950	0.9900
00 126	Williams	Anna	Phoenix	09/25/07	8.000	326,479	302,479	1.1000
00 127	Pinsky	Paul	Phoenix	09/25/07	5.000	244,750	219,550	1.1000
00 128	Visosky	Leonard	Phoenix	09/27/07	5.000	350,200	325,000	1.1000
00 129	Chackman	Leonard	Jeff Pilot	09/27/07	5.000	272,900	247,700	1.1400
00 130	Garfinkel	Barbara	Phoenix	09/28/07	5.000	180,594	155,394	1.1000
00 131	Johnston	Rex	Phoenix	09/28/07	5.000	238,023	209,823	1.1000
00 132	Johnston	Rex	Phoenix	09/28/07	5.000	238,023	209,823	1.1000
00 133	Sultan	Albert	Lincoln	09/28/07	7.000	310,710	283,010	1.1700
00 134	Laing	Robert	Phoenix	09/28/07	10.000	543,490	512,790	1.1000
00 135	Close	William	Phoenix	09/28/07	5.000	300,225	272,025	1.1000
00 136	Fried	Pauline	Lincoln	09/28/07	6.000	300,820	270,120	1.1000
00 137	Peaty	Frank	Phoenix	09/28/07	9.800	598,228	567,528	1.1000
00 138	Docteroff	Norman	Phoenix	09/28/07	10.000	495,343	484,843	1.1000
00 139	Rutman	Max	Penn	09/28/07	5.000	417,400	392,200	0.9900
00 140	Baxendale	David	Phoenix	10/03/07	10.000	413,560	381,860	1.1000
00 141	O'Connor	Thomas	Trans	10/05/07	5.000	261,600	234,100	1.0700
00 142	Bragg	Kenneth	Phoenix	10/05/07	10.000	456,600	428,900	1.1000
00 143	Werksman	Gerald	Jeff Pilot	10/05/07	5.000	240,700	212,500	1.1400
00 144	Shear	Helene	Lincoln	10/10/07	10.000	276,000	248,300	1.1400
00 145	Green	Marianne	Phoenix	10/11/07	3.000	162,609	134,409	1.1000
00 146	Garff	K. Gary	Phoenix	10/15/07	10.000	464,764	434,564	1.1000
00 147	Williams	Stephen	Penn	10/15/07	5.000	243,800	216,100	0.9900
00 147	Williams	Stephen	Trans	10/15/07	10.000	213,700	207,700	1.0500

GSC-3	Beery	John	Lincoln	10/15/07	25.000	999,200	959,000	1.0200
GSC-4	Birdman	Harvey	Lincoln	10/15/07	20.000	761,700	725,000	1.1400
GSC-4	Birdman	Harvey	Phoenix	10/15/07	10.000	423,081	367,431	1.2428
00 148	Nussbaum	Joanne	Phoenix	10/16/07	5.000	204,074	175,874	1.1000
00 149	O'Brien	Paul Michae	Phoenix	10/16/07	5.500	286,608	255,908	1.1000
GSC-5	Druten	Rachel	Jeff Pilot	10/16/07	5.000	201,700	173,500	1.0600
GSC-6	Rappoport	Beulah	Trans	10/16/07	3.500	164,500	139,300	1.0700
00 150	Grossman	Beverly	Trans	10/17/07	30.000	1,086,185	1,060,185	1.0500
GSC-7	Faden	Barbara	Phoenix	10/17/07	6.600	258,444	227,744	1.1000
GSC-8	Bailey	Joseph	Phoenix	10/17/07	5.000	337,930	312,730	1.1000
00 151	Golden	Jerome	Jeff Pilot	10/18/07	10.000	595,100	564,400	1.0849
GSC-10	Howe	Jean	Jeff Pilot	10/18/07	9.000	414,280	383,580	1.0600
GSC-11	Samuels	Jerome	Phoenix	10/18/07	4.000	183,672	155,472	1.1000
GSC-12	Moser	Florence	Phoenix	10/18/07	10.000	580,700	550,000	1.1000
GSC-9	Qualls	Mattie	Phoenix	10/18/07	5.000	252,215	224,015	1.1000
00 152	Speckert	Otto	Jeff Pilot	10/19/07	3.000	207,750	179,550	1.0200
GSC-13	Patterson	Marlene	Jeff Pilot	10/19/07	5.000	220,250	192,050	1.1232
GSC-14	Vigodsky	Frederick	Phoenix	10/19/07	5.000	235,023	209,823	1.1000
GSC-15	Gallucci	William	Jeff Pilot	10/19/07	6.000	347,800	317,100	1.1300
00 153	Scutti	Joanne	Phoenix	10/22/07	5.000	219,730	191,530	1.1000
GSC-16	Sarnoff	Jordan	Phoenix	10/22/07	5.000	350,200	325,000	1.1000
GSC-17	Levine	Ronald	Jeff Pilot	10/23/07	10.000	435,000	404,300	1.1400
GSC-18	Bart	Jack	Phoenix	10/23/07	10.000	449,600	439,100	1.1000
GSC-19	Fraga	Lupe	Phoenix	10/24/07	10.000	447,050	416,350	1.1000
GSC-20	Schmool	Saniar	Phoenix	10/25/07	5.000	197,733	172,533	1.1000
GSC-21	Clements	Mahlon	Jeff Pilot	10/26/07	5.000	351,350	326,150	1.1400
GSC-22	Feinberg	Thomas	Trans	10/26/07	3.000	133,649	108,949	1.0500
GSC-23	Oliver	Marlene	ING	10/26/07	5.000	252,000	226,800	1.0500
GSC-24	Jackson	Cary	Phoenix	10/26/07	4.000	353,680	260,000	1.1000
GSC-25	Fryd	Carol	Jeff Pilot	10/29/07	10.000	402,200	384,100	1.0849
GSC-25	Fryd	Carol	Jeff Pilot	10/29/07	10.000	402,200	384,100	1.0849
GSC-25	Fryd	Carol	Phoenix	10/29/07	6.000	276,818	268,819	1.1000
GSC-26	Schwartz	Patricia	Phoenix	10/30/07	7.500	286,500	258,800	1.1000
GSC-27	McCabe-Wa	Eileen	Phoenix	10/30/07	10.000	394,737	388,737	1.1000
GSC-28	Sarko	Elaine	Phoenix	10/30/07	7.000	299,316	272,116	1.1000
GSC-29	Gluckstern	Sylvia	Phoenix	10/30/07	5.000	261,595	233,395	1.1000
GSC-30	Weinberger	Margarete	Phoenix	10/30/07	4.000	256,640	228,440	1.1000
00 154	Santalucia	Teresa	Jeff Pilot	10/31/07	20.000	1,065,700	1,029,000	1.0200
00 155	Sriberg	Robert	Phoenix	11/01/07	6.000	321,605	290,905	1.1000
00 156	Pyne	Iris	Phoenix	11/01/07	5.000	181,090	152,890	1.1000
00 157	Gann	Donald	Phoenix	11/01/07	10.000	546,700	536,200	1.1000
GSC-31	Hilliard	Blanche	Phoenix	11/01/07	10.000	455,940	425,240	1.1000
GSC-32	Scordas	Chris	Phoenix	11/02/07	4.000	294,200	266,000	1.1000
GSC-33	Schapiro	Barbara	Jeff Pilot	11/07/07	5.000	208,000	179,800	1.0849
00 158	Brechner	Milton	Jeff Pilot	11/08/07	10.000	574,900	564,400	1.1000
GSC-34	Carnago	Gerald	Penn	11/08/07	5.000	357,450	329,250	0.9900
GSC-35	Gieseke	F. Gary	Phoenix	11/08/07	10.000	499,670	468,970	1.1000

GSC-36	Altman	Jerome	Jeff Pilot	11/08/07	10.000	245,000	214,300	1.0849
GSC-37	McCarthy	Joseph	Jeff Pilot	11/08/07	5.000	236,500	212,500	1.1000
GSC-38	Weinstein	Janet	Phoenix	11/08/07	5.000	188,400	160,200	1.1000
00 159	Whatley	James	Phoenix	11/09/07	5.000	252,445	224,245	1.1000
GSC-39	Villard	Louis	Jeff Pilot	11/09/07	10.000	666,700	639,000	1.1400
GSC-40	Berkowitz	Frederika	Phoenix	11/09/07	5.000	326,050	275,000	1.1000
GSC-41	Raubenstine	Larry	Jeff Pilot	11/13/07	10.000	435,000	404,300	1.0849
GSC-42	Katzen	Howard	Phoenix	11/13/07	10.000	424,640	393,940	1.1000
GSC-43	DiCanio	Marianne	Jeff Pilot	11/13/07	10.000	291,800	261,100	1.1300
GSC-44	Holden	E. Ray	ING	11/14/07	10.000	371,500	340,800	1.0500
00 160	Cawthorne	Charles	Jeff Pilot	11/15/07	7.000	324,700	297,000	1.0849
GSC-45	Moriber	Lloyd	MML	11/15/07	10.000	429,900	399,200	0.9350
GSC-45	Moriber	Lloyd	Phoenix	11/15/07	10.000	432,400	428,900	1.1000
GSC-46	Krevans	Gerald	Trans	11/16/07	5.000	371,900	346,700	1.1000
GSC-47	Nichols	Irene	ING	11/16/07	10.000	484,300	453,600	1.0500
GSC-48	Zoldan	Alex	Jeff Pilot	11/19/07	10.000	355,500	324,800	1.0200
00 161	Lippert	Joyce	Jeff Pilot	11/20/07	5.000	302,600	274,400	1.1300
GSC-49	McLeod	Andin	Phoenix	11/20/07	5.000	226,670	198,470	1.1000
GSC-50	Bonham	John	Phoenix	11/20/07	5.000	235,203	207,003	1.1000
GSC-51	Aronberg	Harold	Jeff Pilot	11/20/07	4.000	239,600	211,400	1.0849
GSC-52	Moriber	Lloyd	Trans	11/21/07	10.000	384,488	373,988	1.1000
GSC-53	Bart	Jack	Jeff Pilot	11/21/07	10.000	432,000	404,300	1.1700
GSC-54	Wallace	Phyllis	Phoenix	11/26/07	5.000	281,545	253,345	1.1000
GSC-55	Rappaport	Morton	Phoenix	11/26/07	5.000	242,650	214,450	1.1000
GSC-56	DiCanio	Marianne	AIG	11/27/07	10.000	270,400	259,900	1.0300
GSC-57	Coghill	Anne	Jeff Pilot	11/27/07	10.000	395,500	364,800	1.0700
GSC-58	Rosenthal	James	Jeff Pilot	11/27/07	7.000	296,220	268,520	1.1300
00 162	Hirsch	Morton	Phoenix	11/28/07	4.100	248,042	219,842	1.1000
00 163	Goldstine	Robert	Jeff Pilot	11/28/07	5.000	275,900	247,700	1.0849
GSC-59	Friedman	Harlene	Jeff Pilot	11/28/07	6.000	220,240	192,540	1.1300
GSC-60	Frankel	Naftali	Trans	11/28/07	10.000	562,500	531,800	1.1000
GSC-61	St Moritz	Philip	Jeff Pilot	11/28/07	20.000	723,500	686,800	1.1400
GSC-62	Bibicoff	Francine	Phoenix	11/29/07	5.000	215,365	187,165	1.1000
GSC-63	Phillips	Lydia	Jeff Pilot	11/29/07	5.000	201,700	173,500	1.0849
GSC-64	Peckman	Ruth	Trans	11/29/07	5.000	160,750	132,550	1.1000
GSC-65	Goldstein	Helene	Phoenix	11/29/07	5.000	173,040	147,840	1.1000
GSC-66	Ross	Richard	ING	11/29/07	10.000	473,500	442,800	1.0500
GSC-67	Fadlallah	Wakim	Phoenix	11/30/07	5.000	353,200	325,000	1.1000
GSC-68	Criden-Roet	Sylvia	Phoenix	11/30/07	5.000	281,545	253,345	1.1000
GSC-69	Forman	Paul	AIG	12/01/07	5.000	248,800	220,600	1.0300
GSC-70	Lipman	Barbara	Phoenix	12/05/07	6.000	263,594	232,894	1.1000
GSC-71	VonRutenbe	Jane	Trans	12/06/07	5.000	153,100	124,900	1.0500
GSC-72	Hippen	JoAnn	Phoenix	12/06/07	5.000	249,215	224,015	1.1000
GSC-73	Chu	Lucy	Phoenix	12/11/07	5.000	281,545	253,345	1.1000
GSC-74	Weinberger	Helen	Phoenix	12/11/07	5.000	281,545	253,345	1.1000
GSC-75	Harper	Daniel	Jeff Pilot	12/12/07	10.000	414,300	383,600	1.1400
GSC-76	Epstei	Stephen	Phoenix	12/12/07	5.000	273,395	245,195	1.1000

GSC-77	Diamond	Marilyn	Phoenix	12/12/07	5.000	256,700	228,500	1.1000
GSC-78	Esau	Daniel	Phoenix	12/12/07	4.000	288,200	260,000	1.1000
GSC-79	Brill	Edna	Jeff Pilot	12/12/07	5.000	230,950	202,750	1.1400
GSC-79	Brill	Edna	Phoenix	12/12/07	5.000	199,530	191,530	1.1000
GSC-80	Kolkhorst	Harry	Phoenix	12/13/07	8.000	360,796	330,096	1.1000
GSC-81	Simko Werb	Sylvia	Phoenix	12/13/07	5.000	219,730	191,530	1.1000
GSC-82	Porter	Louis	ING	12/14/07	6.000	370,630	339,930	1.0500
GSC-83	Kahn	Barbara	ING	12/17/07	6.500	275,620	244,920	1.0500
GSC-84	Delaney	James	Phoenix	12/17/07	10.000	378,990	348,290	1.1000
GSC-85	Schlanger	Monroe	Jeff Pilot	12/17/07	5.000	292,450	264,250	1.0849
GSC-86	Isenberg	Alice	Jeff Pilot	12/19/07	6.000	171,820	141,120	1.1400
GSC-87	Richman	Herbert	Phoenix	12/19/07	10.000	521,090	490,390	0.9700
GSC-88	Weil	Sheldon	Jeff Pilot	12/19/07	4.000	226,360	198,160	1.0849
GSC-89	Sabo	Stephanie	AIG	12/19/07	10.000	526,300	495,600	1.0300
GSC-90	Young	James	Jeff Pilot	12/19/07	30.000	1,315,200	1,275,000	1.1349
GSC-91	Mennenga	Phyllis	Jeff Pilot	12/20/07	10.000	256,800	226,100	1.1400
GSC-92	Hyman	Arlene	Jeff Pilot	12/20/07	10.000	370,500	339,800	1.1400
GSC-93	Malherbe	Earl	Phoenix	12/21/07	10.000	574,750	544,050	1.1000
GSC-94	Aronberg	Harold	Phoenix	12/21/07	7.500	428,430	417,930	1.1000
GSC-100	Evans	Richard	Jeff Pilot	12/27/07	10.000	357,500	324,800	1.0849
GSC-101	Galardi	Robert	Phoenix	12/27/07	5.000	247,075	219,375	1.0900
GSC-95	Castoro	Rocco	Phoenix	12/27/07	5.000	353,200	325,000	1.1000
GSC-96	Payne	Bendel	Phoenix	12/27/07	6.000	223,796	193,096	1.1000
GSC-97	Wright	Peter	AIG	12/27/07	20.000	1,131,500	1,094,800	1.0300
GSC-98	Schmeyer	Frank	AIG	12/27/07	20.000	1,210,500	1,174,800	1.0300
GSC-99	Aronson	Hubert	Phoenix	12/27/07	4.000	254,824	226,624	1.0894
GSC-102	Shurtliff	Joanne	ING	12/28/07	5.000	229,800	201,600	1.0500
GSC-103	Sandbutle	Arend	Phoenix	12/28/07	7.000	389,653	358,953	1.1000
GSC-104	Nepomucen	Edna	Phoenix	12/28/07	4.000	193,444	163,244	1.1000
GSC-105	Nachowitz	Sidney	AIG	12/31/07	10.000	397,000	386,500	1.0300
GSC-105	Nachowitz	Sidney	Phoenix	12/31/07	10.000	566,900	500,000	1.1000
GSC-106	Smith	Nancy	Jeff Pilot	12/31/07	7.000	261,490	230,790	1.1349
GSC-107	Mills	Ed	Phoenix	12/31/07	5.000	259,375	231,175	1.1000
	Totals				**1,950.250**	**93,851,518**	**86,176,623**	**287**

	Application Percentage	Application Amount	Retained Commission	UT Fee Year 1	Application Fee	UT Fee Year 2	UT Fee Total
156,750	-	0	156,750	(15,740)			(15,740)
362,762	-	0	362,762	(39,134)			(39,134)
429,000	-	0	429,000	(40,178)		(499)	(40,677)
151,342	0.65	(98,373)	52,970	(15,682)			(15,682)
155,263	0.65	(100,921)	54,342	(13,698)			(13,698)
312,785	0.60	(187,671)	125,114	(39,374)			(39,374)
273,628	0.60	(164,177)	109,451	(36,517)		0	(36,517)
312,767	-	0	312,767	(19,676)		-	(19,676)
283,516	0.65	(184,286)	99,231	(27,342)			(27,342)
223,746	0.65	(145,435)	78,311	(25,504)			(25,504)
570,418	0.65	(370,772)	199,646	(52,606)			(52,606)
681,615	0.60	(377,986)	303,629	(69,147)		(15,109)	(84,256)
429,000	0.65	(278,850)	150,150	(40,178)		(800)	(40,978)
268,439	0.70	(187,907)	80,532	(25,964)			(25,964)
333,590	0.70	(233,513)	100,077	(31,760)			(31,760)
1,036,435	0.65	(673,683)	362,696	(138,147)		(78,100)	(216,247)
427,611	0.65	(277,947)	149,664	(40,056)			(40,056)
262,539	0.70	(183,777)	78,762	(25,443)			(25,443)
140,920	0.60	(84,552)	56,368	(22,512)		(230)	(22,742)
584,544	0.60	(350,726)	233,817	(76,508)		(45,891)	(122,399)
223,746	0.65	(145,435)	78,311	(23,874)			(23,874)
516,686	0.65	(335,846)	180,840	(68,434)		(26,879)	(95,313)
252,450	0.65	(164,093)	88,358	(26,148)		(20,915)	(47,063)
265,779	0.60	(159,467)	106,312	(37,720)		(800)	(38,520)
241,857	0.60	(145,114)	96,743	(34,488)		(9,196)	(43,684)
121,129	0.60	(72,677)	48,452	(18,826)			(18,826)
299,526			299,526	(28,289)			(28,289)
98,319	0.60	(58,991)	39,328	(15,923)		(1,587)	(17,510)
100,286	0.60	(60,172)	40,114	(16,174)		(1,525)	(17,699)
499,210	0.65	(324,486)	174,723	(45,062)			(45,062)
137,865	0.65	(89,612)	48,253	(15,188)		(3,143)	(18,331)
263,952	0.65	(171,569)	92,383	(37,557)		(23,036)	(60,593)
716,001	0.65	(465,401)	250,600	(70,263)			(70,263)
259,102		0	259,102	(36,553)		(7,318)	(43,871)
155,466	0.60	(93,280)	62,186	(23,282)		(2,202)	(25,484)
404,030	0.65	(262,620)	141,411	(37,927)			(37,927)
536,148	0.60	(321,639)	214,509	(74,463)		(46,643)	(121,106)
484,516	0.60	(290,710)	193,807	(65,487)		(15,215)	(80,702)
340,219	-	0	340,219	(32,462)		-	(32,462)
550,611	0.65	(357,897)	192,714	(51,266)			(51,266)
584,381	0.60	(350,629)	233,753	(77,808)		(24,535)	(102,343)
170,808	0.65	(111,025)	59,783	(17,350)			(17,350)

598,455	0.65	(388,996)	209,459	(55,326)		(55,326)
158,728	0.50	(57,532)	101,196	(16,285)		(16,285)
483,010	0.65	(313,957)	169,054	(43,730)		(43,730)
487,190	0.60	(292,314)	194,876	(62,583)	-13195	(75,778)
467,027	0.65	(303,568)	163,459	(43,843)		(43,843)
196,638	0.60	(117,983)	78,655	(28,505)	(3,047)	(31,552)
341,615	0.70	(217,391)	124,224	(32,827)		(32,827)
444,649			444,649	(59,800)	(9,042)	(68,842)
544,841			544,841	(72,426)	(20,260)	(92,686)
206,670	0.65	(134,336)	72,334	(20,679)		(20,679)
184,009	0.60	(110,406)	73,604	(26,243)	(352)	(26,595)
233,708	0.60	(140,225)	93,483	(32,942)	(6,200)	(39,142)
325,470	0.60	(195,282)	130,188	(44,957)	(15,656)	(60,613)
249,605	0.60	(149,763)	99,842	(24,467)		(24,467)
424,125	0.50	(212,063)	212,063	(53,541)	(5,900)	(59,441)
667,181	0.65	(433,668)	233,513	(61,192)		(61,192)
118,021	0.65	(76,714)	41,307	(12,985)	(839)	(13,824)
258,390	0.60	(155,034)	103,356	(35,855)	(9,100)	(44,955)
160,232	0.60	(96,139)	64,093	(43,775)	(2,350)	(46,125)
275,953	0.65	(179,369)	96,583	(26,792)		(26,792)
135,829	0.60	(81,498)	54,332	(20,714)	(4,004)	(24,718)
188,320	0.50	(94,160)	94,160	(27,918)	(4,400)	(32,318)
178,945	0.60	(107,367)	71,578	(26,338)	(13,743)	(40,081)
340,219	0.65	(221,142)	119,077	(32,394)		(32,394)
397,056	0.63	(250,145)	146,911	(52,952)	(14,400)	(67,352)
637,022	0.65	(414,064)	222,958	(58,890)		(58,890)
605,000	0.65	(393,250)	211,750	(56,161)		(56,161)
412,751	0.65	(268,288)	144,463	(39,103)		(39,103)
227,703	0.65	(148,007)	79,696	(22,535)		(22,535)
215,980	0.60	(129,588)	86,392	(22,277)	(15,048)	(37,325)
593,341	0.60	(356,005)	237,336	(67,544)	(10,625)	(78,169)
342,089	0.65	(222,358)	119,731	(32,753)		(32,753)
442,490	0.60	(265,494)	176,996	(58,229)	(22,407)	(80,636)
275,306	0.65	(178,949)	96,357	(26,735)		(26,735)
169,512	0.60	(101,707)	67,805	(25,022)	(1,950)	(26,972)
241,857	0.50	(120,928)	120,928	(34,090)	(8,950)	(43,040)
473,031	0.50	(236,516)	236,516	(59,647)	(10,321)	(69,968)
386,333			386,333	(37,064)		(37,064)
318,512	0.65	(207,033)	111,479	(30,546)		(30,546)
564,785	0.65	(367,110)	197,675	(52,516)		(52,516)
479,196	0.60	(287,518)	191,678	(68,691)	(18,500)	(87,191)
336,294	0.60	(201,776)	134,518	(49,224)	(8,674)	(57,898)
443,664	0.60	(266,198)	177,466	(55,836)	(16,795)	(72,631)
426,663	0.65	(277,331)	149,332	(40,428)		(40,428)
328,114	0.65	(213,274)	114,840	(45,017)	(16,550)	(61,567)
224,462	0.65	(145,901)	78,561	(22,249)		(22,249)
219,638	0.60	(131,783)	87,855	(31,276)	(8,050)	(39,326)

111,180	0.50	(55,590)	55,590	(23,178)	(5,948)	(29,126)
367,448	0.65	(238,841)	128,607	(35,106)		(35,106)
547,819	0.65	(356,082)	191,737	(58,108)	(25,444)	(83,552)
371,002	0.60	(222,601)	148,401	(48,308)	-8650	(56,958)
400,789	0.65	(260,513)	140,276	(38,048)		(38,048)
255,908	0.65	(166,340)	89,568	(25,302)		(25,302)
1,018,248	0.60	(610,949)	407,299	(127,661)	(50,110)	(177,771)
437,304	0.60	(262,382)	174,922	(56,925)	(9,328)	(66,253)
471,790	0.65	(306,664)	165,127	(42,622)		(42,622)
516,674	0.65	(335,838)	180,836	(48,272)		(48,272)
367,881	0.65	(239,122)	128,758	(35,127)		(35,127)
241,505	0.50	(120,753)	120,753	(23,741)		(23,741)
230,451	0.60	(138,271)	92,180	(29,816)	(6,290)	(36,106)
255,908	0.65	(166,340)	89,568	(32,531)		(32,531)
267,168	0.60	(160,301)	106,867	(38,137)	(5,630)	(43,767)
233,750	0.60	(140,250)	93,500	(33,144)	(8,470)	(41,614)
254,843	0.50	(127,422)	127,422	(38,079)	(8,545)	(46,624)
355,557	0.70	(248,890)	106,667	(30,300)		(30,300)
537,459	0.60	(322,476)	214,984	(76,778)	(19,772)	(96,550)
224,461	0.65	(145,899)	78,561	(24,301)		(24,301)
217,398	0.60	(130,439)	86,959	(31,505)		(31,505)
326,205	0.65	(212,033)	114,172	(37,890)		(37,890)
322,631	0.60	(193,579)	129,053	(45,333)	(8,307)	(53,640)
368,231	0.65	(239,350)	128,881	(42,403)		(42,403)
332,727	0.65	(216,272)	116,454	(34,607)		(34,607)
241,505	0.65	(156,978)	84,527	(25,944)		(25,944)
357,500	0.65	(232,375)	125,125	(37,121)	(1,467)	(38,588)
282,378	0.60	(169,427)	112,951	(40,007)	(9,676)	(49,683)
170,933	0.65	(111,107)	59,827	(19,143)		(19,143)
230,805	0.60	(138,483)	92,322	(25,230)		(25,230)
230,805	0.60	(138,483)	92,322	(25,230)		(25,230)
331,122	0.60	(198,673)	132,449	(45,333)	-7346	(52,679)
564,069	0.65	(366,645)	197,424	(57,610)		(57,610)
299,228	0.65	(194,498)	104,730	(31,815)		(31,815)
297,132	0.60	(178,279)	118,853	(43,890)	(10,454)	(54,344)
624,281	0.65	(405,783)	218,498	(63,412)		(63,412)
533,327	0.65	(346,663)	186,665	(52,506)	-	(52,506)
388,278	0.50	(194,139)	194,139	(71,417)	(18,479)	(89,896)
420,046	0.65	(273,030)	147,016	(43,825)	-	(43,825)
250,487	0.58	(145,282)	105,205	(38,037)	(25,378)	(63,415)
471,790	0.65	(306,664)	165,127	(48,400)	-	(48,400)
242,250	0.60	(145,350)	96,900	(35,124)	(6,273)	(41,397)
283,062	0.60	(169,837)	113,225	(40,275)	-	(40,275)
147,850	0.65	(96,102)	51,747	(17,231)	-	(17,231)
478,020	0.65	(310,713)	167,307	(49,251)	-	(49,251)
213,939	0.65	(139,060)	74,879	(25,843)	-	(25,843)
218,085	0.65	(141,755)	76,330	(22,652)	(12,791)	(35,443)

978,180	0.60	(586,908)	391,272	(153,862)		(16,877)	(170,739)
826,535	0.60	(495,921)	330,614	(116,548)		(10,096)	(126,644)
456,625	0.65	(296,806)	159,819	(64,458)			(64,458)
193,461	0.65	(125,750)	67,711	(21,625)		-	(21,625)
281,499	0.65	(182,974)	98,525	(30,372)		-	(30,372)
183,910	0.60	(110,346)	73,564	(37,546)		(4,539)	(42,085)
133,658	-	0	133,658	(26,308)		(6,386)	(32,694)
1,113,194	0.65	(723,576)	389,618	(115,102)		(50,450)	(165,552)
250,518	0.64	(160,332)	90,187	(30,035)		-	(30,035)
344,003	0.65	(223,602)	120,401	(39,273)		-	(39,273)
612,318	0.60	(367,391)	244,927	(86,738)		(29,855)	(116,593)
406,595	0.60	(243,957)	162,638	(65,278)		(13,375)	(78,653)
171,019	-	0	171,019	(21,346)		-	(21,346)
605,000	0.60	(363,000)	242,000	(84,706)			(84,706)
246,417	0.65	(160,171)	86,246	(36,053)		-	(36,053)
183,141	0.60	(109,885)	73,256	(30,280)		(6,016)	(36,296)
215,711	0.60	(129,426)	86,284	(35,100)		(5,157)	(40,257)
230,805	0.65	(150,023)	80,782	(27,313)		-	(27,313)
358,323	0.60	(214,994)	143,329	(56,357)		(12,603)	(68,960)
210,683	0.65	(136,944)	73,739	(23,479)		-	(23,479)
357,500	0.65	(232,375)	125,125	(41,629)		(5,059)	(46,688)
460,902	0.60	(276,541)	184,361	(69,340)		(10,578)	(79,918)
483,010	0.60	(289,806)	193,204	(52,251)		-	(52,251)
457,985	0.65	(297,690)	160,295	(51,954)		-	(51,954)
189,786	0.60	(113,872)	75,915	(21,002)	(1,977)	-	(22,979)
371,811	0.60	(223,087)	148,724	(56,521)		(11,188)	(67,709)
114,396	-	0	114,396	(14,196)	(2,426)	(5,926)	(22,548)
238,140	0.65	(154,791)	83,349	(26,766)	(2,520)	-	(29,286)
286,000	0.65	(185,900)	100,100	(41,264)		(870)	(42,134)
416,710	0.55	(229,191)	187,520	(61,750)		(6,439)	(68,189)
416,710	0.50	(208,355)	208,355	(61,750)		(6,439)	(68,189)
295,701	0.65	(192,206)	103,495	(29,403)	(2,768)	-	(32,171)
284,680	0.65	(185,042)	99,638	(33,296)		-	(33,296)
427,611	0.65	(277,947)	149,664	(45,947)		-	(45,947)
299,328	0.65	(194,563)	104,765	(34,785)		-	(34,785)
256,735	0.65	(166,877)	89,857	(30,402)		-	(30,402)
251,284	0.65	(163,335)	87,949	(30,201)		(2,045)	(32,246)
1,049,580	0.60	(629,748)	419,832	(150,426)		(66,228)	(216,654)
319,996	0.65	(207,997)	111,998	(34,080)		-	(34,080)
168,179	0.65	(109,316)	58,863	(19,196)		-	(19,196)
589,820	0.65	(383,383)	206,437	(57,933)		-	(57,933)
467,764	-	0	467,764	(55,003)		-	(55,003)
292,600	0.65	(190,190)	102,410	(35,491)		-	(35,491)
195,065	0.60	(117,039)	78,026	(32,515)		(1,131)	(33,646)
620,840	0.60	(372,504)	248,336	(83,809)		(21,654)	(105,463)
325,958	0.65	(211,872)	114,085	(39,547)	(3,575)	-	(43,122)
515,867	0.65	(335,314)	180,553	(55,282)	(4,997)	-	(60,279)

232,494	0.60	(139,496)	92,998	(36,957)	(2,450)	-	(39,407)
233,750	0.60	(140,250)	93,500	(35,834)	-3045	(5,350)	(44,229)
176,220	0.65	(114,543)	61,677	(20,844)	(1,884)	-	(22,728)
246,670	0.65	(160,335)	86,334	(27,869)		-	(27,869)
728,460	0.60	(437,076)	291,384	(100,680)	-9667	(23,519)	(133,866)
302,500	0.65	(196,625)	105,875	(36,073)	(3,261)	-	(39,334)
438,625	0.60	(263,175)	175,450	(65,397)	-6350	(15,607)	(87,354)
433,334	0.65	(281,667)	151,667	(46,981)	(4,246)	-	(51,227)
295,043	0.60	(177,026)	118,017	(43,869)	-4668	(13,656)	(62,193)
357,840	0.65	(232,596)	125,244	(41,101)	(3,715)	-	(44,816)
322,215	0.60	(193,329)	128,886	(48,922)		(5,018)	(53,940)
373,252	0.65	(242,614)	130,638	(47,563)	(6,149)	(10,497)	(64,209)
471,790	0.65	(306,664)	165,127	(47,839)	(4,324)	-	(52,163)
381,370	0.65	(247,891)	133,480	(41,401)	(7,186)	(18,821)	(67,408)
476,280	0.65	(309,582)	166,698	(53,581)	(4,843)	-	(58,424)
331,296	0.65	(215,342)	115,954	(53,565)	-4084	(4,138)	(61,787)
310,072	0.60	(186,043)	124,029	(44,413)		(14,828)	(59,241)
218,317	-	0	218,317	(25,078)	(2,267)	-	(27,345)
227,703	0.65	(148,007)	79,696	(26,022)	(2,352)	-	(28,374)
229,348	-	0	229,348	(35,048)	-3496	(8,342)	(46,886)
411,387	0.65	(267,401)	143,985	(42,539)	-6153	(12,252)	(60,944)
473,031	0.50	(236,516)	236,516	(62,898)	-5465	(8,641)	(77,004)
278,680	0.65	(181,142)	97,538	(31,149)	(2,815)	-	(33,964)
235,895	0.60	(141,537)	94,358	(26,846)	(2,427)	-	(29,273)
267,697	0.65	(174,003)	93,694	(29,916)	(3,489)	(4,270)	(37,675)
390,336	0.60	(234,202)	156,134	(58,120)	-4665	(5,468)	(68,253)
303,428	0.60	(182,057)	121,371	(43,832)	-3757	(6,101)	(53,690)
241,826	0.60	(145,096)	96,730	(27,383)		-	(27,383)
268,730	0.60	(161,238)	107,492	(40,354)		(7,441)	(47,795)
217,570	0.60	(130,542)	87,028	(32,701)	-2966	(5,885)	(41,552)
584,980	0.65	(380,237)	204,743	(62,233)	-10943	(30,171)	(103,347)
782,952	0.60	(469,771)	313,181	(105,340)	-8226	(7,482)	(121,048)
205,882	0.65	(133,823)	72,059	(23,827)	(2,154)	-	(25,981)
188,230	0.60	(112,938)	75,292	(29,777)	(2,307)	(2,221)	(34,305)
145,805	0.65	(94,773)	51,032	(17,785)	(2,933)	(7,520)	(28,238)
162,624	0.65	(105,706)	56,918	(19,145)	(1,730)	-	(20,875)
464,940	0.65	(302,211)	162,729	(52,387)	(4,735)	-	(57,122)
357,500	0.60	(214,500)	143,000	(39,077)	(3,822)	(1,646)	(44,545)
278,680	0.65	(181,142)	97,538	(31,149)	(2,815)	-	(33,964)
227,218	0.65	(147,692)	79,526	(27,526)	-3714	(6,956)	(38,196)
256,183	0.55	(140,901)	115,283	(29,163)	(6,000)	-	(35,163)
131,145	0.65	(85,244)	45,901	(16,938)	-6000	(7,087)	(30,025)
246,417	0.65	(160,171)	86,246	(27,572)	(6,000)	-	(33,572)
278,680	0.60	(167,208)	111,472	(31,149)	(6,000)	-	(37,149)
278,680	0.65	(181,142)	97,538	(31,149)	(6,000)	-	(37,149)
437,304	0.60	(262,382)	174,922	(61,655)	-6000	(8,879)	(76,534)
269,715	0.65	(175,314)	94,400	(31,450)	(6,000)	-	(37,450)

251,350	0.65	(163,378)	87,973	(49,588)	(6,000)	-	(55,588)
286,000	0.65	(185,900)	100,100	(33,153)	(6,000)	-	(39,153)
231,135	0.60	(138,681)	92,454	(35,149)	0	(5,157)	(40,306)
210,683	0.65	(136,944)	73,739	(22,953)	(6,000)	-	(28,953)
363,106	0.65	(236,019)	127,087	(41,505)	(6,000)	-	(47,505)
210,683	0.65	(136,944)	73,739	(25,277)	(6,000)	-	(31,277)
356,927	0.50	(178,463)	178,463	(70,816)	-6000	(12,150)	(88,966)
257,166	0.65	(167,158)	90,008	(31,707)	(6,000)	-	(37,707)
383,119	0.65	(249,027)	134,092	(43,598)	(6,000)	-	(49,598)
286,685	0.60	(172,011)	114,674	(45,296)	-6000	(8,856)	(60,152)
160,877	0.60	(96,526)	64,351	(26,757)	(6,000)	-	(32,757)
475,678	-	0	475,678	(59,945)	(6,000)	-	(65,945)
214,984	0.70	(150,489)	64,495	(34,069)	-6000	(7,500)	(47,569)
510,468	0.65	(331,804)	178,664	(60,544)	-6000	(7,444)	(73,988)
1,446,998	0.60	(868,199)	578,799	(203,485)	-6000	(38,199)	(247,684)
257,754	0.60	(154,652)	103,102	(39,084)	(6,000)	-	(45,084)
387,372	0.60	(232,423)	154,949	(56,887)	-6000	(15,955)	(78,842)
598,455	0.65	(388,996)	209,459	(66,118)	(6,000)	-	(72,118)
459,723	-	0	459,723	(49,285)	-	-	(49,285)
352,376	0.60	(211,425)	140,950	(54,584)	(6,000)	(4,210)	(64,794)
239,119	0.65	(155,427)	83,692	(28,423)	(6,000)	-	(34,423)
357,500	0.65	(232,375)	125,125	(40,631)	(6,000)	-	(46,631)
212,406	0.65	(138,064)	74,342	(25,745)	(6,000)	-	(31,745)
1,127,644	0.65	(732,969)	394,675	(130,164)	-6000	(45,064)	(181,228)
1,210,044	0.65	(786,529)	423,515	(139,252)	-6000	(65,857)	(211,109)
246,884	0.65	(160,475)	86,409	(29,314)	(6,000)	-	(35,314)
211,680	0.65	(137,592)	74,088	(26,435)	(6,000)	-	(32,435)
394,848	0.65	(256,651)	138,197	(44,825)	(6,000)	-	(50,825)
179,568	0.65	(116,719)	62,849	(18,824)	(6,000)	-	(24,824)
398,095	0.65	(258,762)	139,333	(45,669)	0	(12,046)	(57,715)
550,000	0.65	(357,500)	192,500	(65,215)	-6000	-	(71,215)
261,924	0.60	(157,154)	104,769	(39,179)	(6,000)	(2,442)	(47,621)
254,293	0.65	(165,290)	89,002	(29,838)	(6,000)	-	(35,838)
94,032,797	**153**	**(55,066,527)**	**38,966,214**	**(11,454,059)**	**(389,366)**	**(1,591,926)**	**(13,435,351)**

Percent of Total Commission	Cash Flow Swap	Total			Percentage	Amount	Amount Paid to Other Advisors, Etc.
0.1004		(15,740)	141,010				(1,425)
0.1079		(39,134)	323,628				
0.0948		(40,677)	388,323				
0.1036		(15,682)	37,288		0.05	(6,879)	
0.0882		(13,698)	40,644		0.05	(7,057)	
0.1259		(39,374)	85,740				(1,137)
0.1335		(36,517)	72,934				
0.0629	(120,408)	(140,084)	172,683				
0.0964		(27,342)	71,889				
0.1140		(25,504)	52,807				
0.0922		(52,606)	147,040				-199646.4
0.1236		(84,256)	219,373				
0.0955		(40,978)	109,172				
0.0967		(25,964)	54,568		0.05	(5,055)	
0.0952		(31,760)	68,317		0.05	(5,004)	
0.2086		(216,247)	146,449				
0.0937		(40,056)	109,608		0.05	(21,381)	
0.0969		(25,443)	53,319		0.05	(3,580)	
0.1614		(22,742)	33,626				(87)
0.2094		(122,399)	111,418		0.05	(29,227)	
0.1067		(23,874)	54,437				
0.1845		(95,313)	85,527		0.05	(26,879)	
0.1864		(47,063)	41,295				(683)
0.1449		(38,520)	67,792				
0.1806		(43,684)	53,059				
0.1554		(18,826)	29,626				
0.0944		(28,289)	271,237		0.50	(109,800)	
0.1781		(17,510)	21,818				
0.1765		(17,699)	22,415				
0.0903		(45,062)	129,661		0.05	(24,960)	
0.1330		(18,331)	29,922		0.05		
0.2296		(60,593)	31,790				(72)
0.0981		(70,263)	180,337		0.05	(35,800)	
0.1693		(43,871)	215,231				
0.1639		(25,484)	36,702				
0.0939		(37,927)	103,484		0.05	(20,202)	
0.2259		(121,106)	93,403				(50)
0.1666		(80,702)	113,105		0.05	(15,215)	
0.0954		(32,462)	307,757		0.70	(216,503)	
0.0931		(51,266)	141,448				
0.1751		(102,343)	131,410				
0.1016		(17,350)	42,433		0.05	(8,540)	

0.0924	(55,326)	154,133	0.05	(27,203)	
0.1026	(16,285)	84,911		(13,233)	(18)
0.0905	(43,730)	125,324	0.05	(3,842)	
0.1555	(75,778)	119,098			
0.0939	(43,843)	119,616	0.05		
0.1605	(31,552)	47,103	0.05	(9,063)	
(0.0961)	(32,827)	91,397	0.05	(222,049)	
(0.1548)	(68,842)	375,807			
(0.1701)	(92,686)	452,155			
(0.1001)	(20,679)	51,655			
(0.1445)	(26,595)	47,009	0.05	(8,142)	
(0.1675)	(39,142)	54,341	0.05	(11,475)	
(0.1862)	(60,613)	69,575		(22,080)	
(0.0980)	(24,467)	75,375			
(0.1401)	(59,441)	152,622	0.15	(96,788)	(33,350)
(0.0917)	(61,192)	172,321	0.05	(30,326)	
(0.1171)	(13,824)	27,483			
(0.1740)	(44,955)	58,401			
(0.2879)	(46,125)	17,968			(1,859)
(0.0971)	(26,792)	69,791	0.05	(16,933)	
(0.1820)	(24,718)	29,614	0.05	(6,260)	(9,215)
(0.1716)	(32,318)	61,842	0.15	(26,025)	(45)
(0.2240)	(40,081)	31,497			
(0.0952)	(32,394)	86,683			
(0.1696)	(67,352)	79,559			
(0.0924)	(58,890)	164,068	0.05	(28,956)	
(0.0928)	(56,161)	155,589			
(0.0947)	(39,103)	105,360	0.05	(18,761)	
(0.0990)	(22,535)	57,161	0.05	(10,350)	
(0.1728)	(37,325)	49,067			
(0.1317)	(78,169)	159,167			
(0.0957)	(32,753)	86,978	0.05	(15,550)	
	(80,636)	96,360	0.05	(22,124)	
(0.0971)	(26,735)	69,622	0.05	(12,514)	
(0.1591)	(26,972)	40,833			
(0.1780)	(43,040)	77,888			
(0.1479)	(69,968)	166,548	0.15	(60,645)	
(0.0959)	(37,064)	349,269			
(0.0959)	(30,546)	80,933	0.05	(15,926)	
(0.0930)	(52,516)	145,159			
(0.1820)	(87,191)	104,487	0.15		
(0.1722)	(57,898)	76,620			
(0.1637)	(72,631)	104,835	0.10	(44,366)	
(0.0948)	(40,428)	108,904			
(0.1876)	(61,567)	53,273			
	(22,249)	56,312	0.06	(11,223)	
	(39,326)	48,529		(14,900)	

	(29,126)	26,464			
(0.0955)	(35,106)	93,501			
(0.1525)	(83,552)	108,185			
(0.1535)	(56,958)	91,443			
(0.0949)	(38,048)	102,228			
(0.0989)	(25,302)	64,266	0.05	(11,632)	
(0.1746)	(177,771)	229,528			
(0.1515)	(66,253)	108,669	0.05	(19,180)	
(0.0903)	(42,622)	122,505	0.05	(21,445)	
(0.0934)	(48,272)	132,564	0.05	(8,220)	(14,796)
(0.0955)	(35,127)	93,631			
(0.0983)	(23,741)	97,012	0.15	(54,339)	
(0.1567)	(36,106)	56,074			
(0.1271)	(32,531)	57,037			
(0.1638)	(43,767)	63,100			
(0.1780)	(41,614)	51,886			
(0.1830)	(46,624)	80,798	0.15	(35,235)	
(0.0852)	(30,300)	76,367			
(0.1796)	(96,550)	118,434		(29,638)	
(0.1083)	(24,301)	54,260	0.05	(11,223)	
	(31,505)	55,454			
(0.1162)	(37,890)	76,282			
(0.1663)	(53,640)	75,413			
(0.1152)	(42,403)	86,478			
(0.1040)	(34,607)	81,847	0.05	(5,293)	(394)
(0.1074)	(25,944)	58,583	0.05	(10,978)	
(0.1079)	(38,588)	86,537			
(0.1759)	(49,683)	63,268			
(0.1120)	(19,143)	40,684	0.05	(8,547)	
(0.1093)	(25,230)	67,092	0.10	(23,081)	
(0.1093)	(25,230)	67,092	0.10	(23,081)	
(0.1591)	(52,679)	79,770	0.15	(42,452)	
(0.1021)	(57,610)	139,814			
(0.1063)	(31,815)	72,915	0.05	(14,961)	
(0.1829)	(54,344)	64,509	0.05	(4,727)	
(0.1016)	(63,412)	155,086	0.05	(31,214)	
(0.0984)	(52,506)	134,159	0.05	(24,242)	
(0.2315)	(89,896)	104,243			
(0.1043)	(43,825)	103,191	0.05	(19,093)	
(0.2532)	(63,415)	41,790			
(0.1026)	(48,400)	116,727	0.05	(23,590)	
(0.1709)	(41,397)	55,503			
(0.1423)	(40,275)	72,950			
(0.1165)	(17,231)	34,516	0.05	(7,392)	
(0.1030)	(49,251)	118,056			
(0.1208)	(25,843)	49,036			
(0.1625)	(35,443)	40,887			

(0.1745)	(170,739)	220,533			
(0.1532)	(126,644)	203,970			
(0.1412)	(64,458)	95,361			
(0.1118)	(21,625)	46,086	0.05	(9,673)	
(0.1079)	(30,372)	68,153	0.05	(14,075)	
(0.2288)	(42,085)	31,479			
(0.2446)	(32,694)	100,964	0.65	-81490.5	
(0.1487)	(165,552)	224,066			
(0.1199)	(30,035)	60,152	0.05	(12,526)	
(0.1142)	(39,273)	81,128			
(0.1904)	(116,593)	128,334	0.05	(28,220)	
(0.1934)	(78,653)	83,985			
(0.1248)	(21,346)	149,673	0.70	(111,162)	
(0.1400)	(84,706)	157,294	0.10	(60,500)	
(0.1463)	(36,053)	50,193			
(0.1982)	(36,296)	36,960			
(0.1866)	(40,257)	46,027			
(0.1183)	(27,313)	53,469	0.05	(10,491)	
(0.1925)	(68,960)	74,369			
(0.1114)	(23,479)	50,260	0.05	(10,534)	
(0.1306)	(46,688)	78,437	0.05	(17,875)	
(0.1734)	(79,918)	104,443			
(0.1082)	(52,251)	140,953	.05/.05	(45,008)	
(0.1134)	(51,954)	108,341	0.05	(20,818)	
(0.1211)	(22,979)	52,936	.05/.05	(16,822)	
(0.1821)	(67,709)	81,015			
(0.1971)	(22,548)	91,848	0.60	(65,369)	
(0.1230)	(29,286)	54,063			
(0.1473)	(42,134)	57,966	0.05	(4,550)	(458)
(0.1636)	(68,189)	119,331	0.05	(19,205)	
(0.1636)	(68,189)	140,166	0.05	(19,205)	
(0.1088)	(32,171)	71,324	0.05	(13,441)	
(0.1170)	(33,296)	66,342	0.05	(12,940)	
(0.1075)	(45,947)	103,717	0.05	(21,381)	
(0.1162)	(34,785)	69,980	0.05	(14,966)	
(0.1184)	(30,402)	59,455	.05/.05	(15,754)	
(0.1283)	(32,246)	55,703		(3,190)	
(0.2064)	(216,654)	203,178	0.05	(51,450)	
(0.1065)	(34,080)	77,918	0.05	(16,000)	
(0.1141)	(19,196)	39,667	0.05	(8,409)	
(0.0982)	(57,933)	148,504	0.05	(9,384)	
(0.1176)	(55,003)	412,761	.0325/.585	(262,586)	(7,442)
(0.1213)	(35,491)	66,919			(42)
(0.1725)	(33,646)	44,380			
(0.1699)	(105,463)	142,873			
(0.1323)	(43,122)	70,963			
(0.1168)	(60,279)	120,274	0.05	(23,449)	

(0.1695)	(39,407)	53,591			
(0.1892)	(44,229)	49,271			
(0.1290)	(22,728)	38,949	0.05	(8,811)	
(0.1130)	(27,869)	58,465	.05/.05	(15,137)	
(0.1838)	(133,866)	157,518			
(0.1300)	(39,334)	66,541			(160)
(0.1992)	(87,354)	88,096			
(0.1182)	(51,227)	100,440	0.05	(21,667)	
(0.2108)	(62,193)	55,824			
(0.1252)	(44,816)	80,428			(6,974)
(0.1674)	(53,940)	74,946		-	
(0.1720)	(64,209)	66,429		-	
(0.1106)	(52,163)	112,964	0.05		
(0.1768)	(67,408)	66,072	0.05	17,335	
(0.1227)	(58,424)	108,274		-	
(0.1865)	(61,787)	54,167		(15,590)	
(0.1911)	(59,241)	64,788			
(0.1253)	(27,345)	190,972	0.65	(129,006)	
(0.1246)	(28,374)	51,322	0.05	(3,623)	
(0.2044)	(46,886)	182,462			
(0.1481)	(60,944)	83,041	0.05	(20,569)	
(0.1628)	(77,004)	159,512	0.15	(60,645)	
(0.1219)	(33,964)	63,574			
(0.1241)	(29,273)	65,085	.05/.05	(21,981)	
(0.1407)	(37,675)	56,019			
(0.1749)	(68,253)	87,881			-140
(0.1769)	(53,690)	67,681			
(0.1132)	(27,383)	69,347	0.05/.05	(21,435)	
(0.1779)	(47,795)	59,697		(19,727)	
(0.1910)	(41,552)	45,476		(5,390)	
(0.1767)	(103,347)	101,396			
(0.1546)	(121,048)	192,133			
(0.1262)	(25,981)	46,078	0.05	(9,358)	
(0.1823)	(34,305)	40,987			
(0.1937)	(28,238)	22,794			
(0.1284)	(20,875)	36,043	0.05	(8,131)	
(0.1229)	(57,122)	105,607	0.05	(22,140)	
(0.1246)	(44,545)	98,455	0.05/.05	(49,563)	
(0.1219)	(33,964)	63,574	0.05	(13,934)	
(0.1681)	(38,196)	41,330	0.05	(3,859)	
(0.1373)	(35,163)	80,120	0.10		
(0.2289)	(30,025)	15,876			
(0.1362)	(33,572)	52,674	0.05	(12,321)	
(0.1333)	(37,149)	74,323	0.05/.05	(38,635)	
(0.1333)	(37,149)	60,389			
(0.1750)	(76,534)	98,388	0.05	(21,865)	
(0.1389)	(37,450)	56,950	0.05	(13,486)	

(0.2212)		(55,588)	32,385	0.05	(12,568)	
(0.1369)		(39,153)	60,947			
(0.1744)		(40,306)	52,148	0.05	(11,557)	
(0.1374)		(28,953)	44,786	0.05	(10,534)	
(0.1308)		(47,505)	79,582	0.05	(16,505)	
(0.1485)		(31,277)	42,462	0.05	(9,577)	
(0.2493)		(88,966)	89,497			
(0.1466)		(37,707)	52,301	0.05	(12,858)	
(0.1295)		(49,598)	84,494			
(0.2098)		(60,152)	54,522			
(0.2036)		(32,757)	31,594			
(0.1386)		(65,945)	409,733	0.65	(286,878)	
(0.2213)		(47,569)	16,926			
(0.1449)		(73,988)	104,676			
(0.1712)		(247,684)	331,115			
(0.1749)		(45,084)	58,018			
(0.2035)		(78,842)	76,107			
(0.1205)		(72,118)	137,341	0.05	(9,521)	
(0.1072)		(49,285)	410,438			
(0.1839)		(64,794)	76,156	0.05	(5,684)	
(0.1440)		(34,423)	49,269	0.05	(10,969)	
(0.1304)		(46,631)	78,494			
(0.1495)		(31,745)	42,597			
(0.1607)		(181,228)	213,447			
(0.1745)		(211,109)	212,406			
(0.1430)		(35,314)	51,095			
(0.1532)		(32,435)	41,653	0.05	(10,584)	
(0.1287)		(50,825)	87,372			
(0.1382)		(24,824)	38,025			
(0.1450)		(57,715)	81,618			
(0.1295)		(71,215)	121,285			324
(0.1818)		(47,621)	57,148	0.05	(4,616)	
(0.1409)		(35,838)	53,164	0.05	(4,046)	
(24)	**(120,408)**	**(13,555,759)**	**25,410,456**	**11**	**(3,640,281)**	**(277,669)**

Amount	Percent of Total Commissions	Origination Fee, Etc
139,585	0.8905	10,000
323,628	0.8921	
388,323	0.9052	10,000
30,409	0.2009	10,000
33,587	0.2163	
84,603	0.2705	10,000
72,934	0.2665	
172,683	0.5521	
71,889	0.2536	10000
52,807	0.2360	10,000
(52,606)	(0.0922)	10000
219,373	0.3218	10,000
109,172	0.2545	10,000
49,513	0.1844	10,000
63,313	0.1898	10,000
146,449	0.1413	10,000
88,227	0.2063	10,000
49,739	0.1895	10,000
33,539	0.2380	11,200
82,191	0.1406	10,000
54,437	0.2433	1,200
58,648	0.1135	10,000
40,612	0.1609	10,000
67,792	0.2551	13,700
53,059	0.2194	11,200
29,626	0.2446	11,200
161,437	0.5390	13,700
21,818	0.2219	11,200
22,415	0.2235	11,200
104,701	0.2097	5,000
29,922	0.2170	11,200
31,718	0.1202	11,200
144,537	0.2019	10,000
215,231	0.8307	10,000
36,702	0.2361	11,200
83,282	0.2061	10,000
93,353	0.1741	13,700
97,890	0.2020	13,700
91,255	0.2682	11,200
141,448	0.2569	13,700
131,410	0.2249	13,700
33,892	0.1984	10,000

126,931	0.2121	10,000
71,660	0.4515	11,200
121,481	0.2515	5,000
119,098	0.2445	13,700
119,617	0.2561	13,700
38,041	0.1935	11,200
(130,653)	(0.3825)	13,700
375,807	0.8452	13,700
452,155	0.8299	13,700
51,655	0.2499	11,200
38,867	0.2112	13,700
42,866	0.1834	11,200
47,495	0.1459	11,200
75,375	0.3020	11,200
22,484	0.0530	13,700
141,995	0.2128	10,000
27,483	0.2329	10,000
58,401	0.2260	10,000
16,109	0.1005	10,000
52,858	0.1915	11,200
14,139	0.1041	11,200
35,772	0.1900	11,200
31,497	0.1760	11,200
86,683	0.2548	10,000
79,559	0.2004	10,000
135,112	0.2121	13,700
155,589	0.2572	13,700
86,598	0.2098	13,700
46,811	0.2056	11,200
49,067	0.2272	13,700
159,167	0.2683	13,700
71,429	0.2088	12,500
74,235	0.1678	13,700
57,108	0.2074	11,200
40,833	0.2409	11,200
77,888	0.3220	11,200
105,903	0.2239	13,700
349,269	0.9041	16,700
65,007	0.2041	11,200
145,159	0.2570	13,700
104,487	0.2180	13,700
76,620	0.2278	13,700
60,468	0.1363	11,200
108,904	0.2552	13,700
53,273	0.1624	13,700
45,089	0.2009	11,200
33,629	0.1531	11,200

26,464	0.2380	11,200
93,501	0.2545	13,700
108,185	0.1975	19,200
91,443	0.2465	10,000
102,228	0.2551	13,700
52,634	0.2057	14,200
229,528	0.2254	18,700
89,489	0.2046	16,700
101,060	0.2142	5,000
109,549	0.2120	13,700
93,631	0.2545	13,700
42,673	0.1767	11,200
56,074	0.2433	11,200
57,037	0.2229	11,200
63,100	0.2362	11,200
51,886	0.2220	14,200
45,563	0.1788	11,200
76,367	0.2148	14,200
88,796	0.1652	12,500
43,037	0.1917	11,200
55,454	0.2551	11,200
76,282	0.2338	14,200
75,413	0.2337	13,700
86,478	0.2348	14,200
76,160	0.2289	10,000
47,605	0.1971	11,200
86,537	0.2421	11,200
63,268	0.2241	11,200
32,137	0.1880	11,200
44,012	0.1907	14,200
44,012	0.1907	14,200
37,318	0.1127	13,700
139,814	0.2479	16,700
57,953	0.1937	14,200
59,782	0.2012	16,700
123,872	0.1984	16,700
109,916	0.2061	5,000
104,243	0.2685	11,200
84,098	0.2002	16,700
41,790	0.1668	13,500
93,137	0.1974	13,700
55,503	0.2291	14,200
72,950	0.2577	13,700
27,124	0.1835	14,200
118,056	0.2470	16,700
49,036	0.2292	-
40,887	0.1875	19,200

220,533	0.2255	21,450
203,970	0.2468	25,950
95,361	0.2088	-
36,413	0.1882	14,200
54,078	0.1921	16,700
31,479	0.1712	11,450
19,474	0.1457	11,450
224,066	0.2013	10,000
47,626	0.1901	17,700
81,128	0.2358	7,700
100,114	0.1635	16,700
83,985	0.2066	16,700
38,511	0.2252	11,950
96,794	0.1600	14,450
50,193	0.2037	11,199
36,960	0.2018	14,200
46,027	0.2134	11,950
42,978	0.1862	8,950
74,369	0.2075	14,450
39,726	0.1886	14,200
60,562	0.1694	8,950
104,443	0.2266	14,450
95,945	0.1986	5,000
87,523	0.1911	14,450
36,114	0.1903	8,950
81,015	0.2179	8,950
26,479	0.2315	8,950
54,063	0.2270	8,950
52,958	0.1852	15,200
100,126	0.2403	14,850
120,961	0.2903	14,850
57,883	0.1957	-
53,402	0.1876	11,450
82,336	0.1925	2,000
55,013	0.1838	11,450
43,701	0.1702	15,200
52,513	0.2090	11,950
151,728	0.1446	20,450
61,919	0.1935	16,700
31,258	0.1859	12,700
139,121	0.2359	2,250
142,733	0.3051	14,450
66,877	0.2286	15,200
44,380	0.2275	15,200
142,873	0.2301	3,000
70,963	0.2177	15,200
96,826	0.1877	14,450

53,591	0.2305	16,700
49,271	0.2108	7,750
30,138	0.1710	15,200
43,329	0.1757	12,950
157,518	0.2162	11,450
66,381	0.2194	11,950
88,096	0.2008	14,450
78,773	0.1818	17,700
55,824	0.1892	14,450
73,454	0.2053	13,700
74,946	0.2326	12,450
66,429	0.1780	-
112,964	0.2394	16,200
83,407	0.2187	8,950
108,274	0.2273	17,700
38,577	0.1164	14,450
64,788	0.2089	12,950
61,967	0.2838	15,200
47,700	0.2095	15,200
182,462	0.7956	15,700
62,472	0.1519	6,500
98,867	0.2090	12,950
63,574	0.2281	11,950
43,104	0.1827	11,950
56,019	0.2093	6,500
87,741	0.2248	15,450
67,681	0.2231	13,700
47,913	0.1981	15,200
39,970	0.1487	15,200
40,086	0.1842	16,200
101,396	0.1733	14,450
192,133	0.2454	22,700
36,719	0.1784	15,200
40,987	0.2177	11,950
22,794	0.1563	11,950
27,912	0.1716	8,950
83,467	0.1795	17,700
48,893	0.1368	15,200
49,640	0.1781	15,200
37,471	0.1649	15,200
80,120	0.3127	14,450
15,876	0.1211	15,200
40,353	0.1638	8,950
35,688	0.1281	15,200
60,389	0.2167	16,700
76,522	0.1750	16,700
43,464	0.1611	11,950

19,817	0.0788	11,950
60,947	0.2131	15,200
40,591	0.1756	
34,252	0.1626	22,200
63,077	0.1737	17,700
32,886	0.1561	15,200
89,497	0.2507	17,700
39,443	0.1534	14,450
84,494	0.2205	19,200
54,522	0.1902	14,200
31,594	0.1964	14,450
122,855	0.2583	19,200
16,926	0.0787	16,700
104,676	0.2051	17,700
331,115	0.2288	21,950
58,018	0.2251	19,200
76,107	0.1965	16,700
127,820	0.2136	16,700
410,438	0.8928	6,500
70,472	0.2000	21,200
38,300	0.1602	15,200
78,494	0.2196	15,200
42,597	0.2005	19,200
213,447	0.1893	22,700
212,406	0.1755	24,200
51,095	0.2070	16,700
31,069	0.1468	15,200
87,372	0.2213	17,700
38,025	0.2118	18,700
81,618	0.2050	
121,609	0.2211	27,200
52,533	0.2006	17,700
49,119	0.1932	16,700
21,492,507	**60**	**3,335,199**

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,
Plaintiff,

CASE NO: **50 2012 CA 013933 MB AA**

v.

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN and as co-trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,
Defendants.
_____/

AMENDED NOTICE OF PRODUCTION FROM NON-PARTY
(F.R.Civ.P. 1.351)

YOU ARE NOTIFIED that ten (10) days from the date of service of this Amended Notice, if service is by delivery, or fifteen (15) days from the date of service if service is by mail, and if no objection is received from any party, the undersigned will issue, or will apply to the Clerk of this Court for issuance of, the attached Subpoenas directed to Records Custodian of each of the following:

1. Phoenix Life Insurance Company: Legal Department, One American Row, Hartford, CT 06102

2. Penn Mutual Life Insurance Companies: Legal Department, 600 Dresher Road, Horsham, PA 19044

3. Lincoln National Life Insurance Company: Legal Department, 1300 S. Clinton Street, #1H53,Fort Wayne, IN 46802

4. Massachusetts Mutual Life: Legal Department, 1295 State Street, Springfield, MA 01111

5. Freund & Associates Insurance Services: Legal Department, 27412 Aliso Creek Road, Aliso Viejo, CA 92656

6. Sun Life Assurance Company of Canada: Legal Department, One Sun Life Executive Park, Wellesley Hills, MA 02481

7. Bisys Insurance Services Inc.: Legal Department, 4250 Crums Mill Road, Harrisburg, PA 17112

8. American General Life Companies: Legal Department, 2727-a Allen Parkway, Houston, TX 77019

9. Transamerica Life Insurance Company, Legal Department, 4333 Edgewood Rd. NE, Cedar Rapids, IA 52499

10. Hartford Life Insurance Company, The Hartford Financial Services Group, Inc., Legal Department, One Hartford Plaza, Hartford, CT 06155

11. Pacific Life Insurance Company, Legal Department, 700 Newport Center Drive, Newport Beach, Ca 92660-6397

12. Alliance Financial Group, 14021 Metropolis Avenue, Ft. Myers, Fl., 33912

13. Summit Alliance Financial, 14785 Preston Rd., Suite 1000, Dallas, Texas 75254

14. Principal Financial Group, Legal Department, 711 High Street, Des Moines, IA 50392

15. Minnesota Life Insurance Company, Legal Department, 400 Robert Street North St. Paul, MN, 55101

16. AXA Equitable, National Operations Center, Legal Department, 8501 IBM Drive, Suite 150, Charlotte, NC 28262

None of entities listed above is a party to this action, and the address for each entity is listed above. Each listed entity will be requested to produce the items listed at the time and place specified in the Subpoenas, which are attached hereto.

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that the above and foregoing has been forwarded via e-mail service at mrmlaw@comcast.net; and mrmlaw1@gmail.com to Mark R. Manceri, Esq., Mark R. Manceri, P.A., *Attorney for Donald Tescher and Robert Spallina as Co-Personal Representatives,* 2929 E. Commercial Blvd., Suite 702, Fort Lauderdale, FL 33308; at arose@pm-law.com and mchandler@pm-law.com to Alan Rose, Esq., PAGE, MRACHEK, *Attorneys for Defendants, Ted Bernstein, LIC Holdings, Inc. and Arbitrage International Management, LLC,* 505 So. Flagler Drive, Suite 600, West Palm Beach, FL 33401, on this 23rd day of May, 2013.

PETER M. FEAMAN, P.A.
3615 W. Boynton Beach Blvd.
Boynton Beach, FL 33436
Telephone: (561) 734-5552
Facsimile: (561) 734-5554
pfeaman@feamanlaw.com

By: _____
Peter M. Feaman
Florida Bar No. 0260347

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,
Plaintiff,

CASE NO: **50 2012 CA 013933 MB AA**

v.

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN and as co-trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,
Defendants.
_____/

SUBPOENA DUCES TECUM WITHOUT DEPOSITION
(RECORDS MAY BE MAILED IN LIEU OF APPEARANCE)

TO: **PHOENIX LIFE INSURANCE COMPANY**
Attn: Legal Department
One American Row
Hartford, CT 06102

DEFINITIONS

A. As used herein, the singular shall include the plural and the plural shall include the singular.

B. When the terms "you" "your" and "yours" are used herein, they shall mean PHOENIX LIFE INSURANCE COMPANY, or any agent, representative, attorney, or person acting, or purporting to act on its behalf.

C. When the term "document," as used herein, means any document, letter, log, record, report, memorandum, note, telegram, message, agreement, communication, e-mail,

telecopy, facsimile reproduction or "fax" (including cover sheets and proof of sending), State or Federal governmental hearing or report, summary or record of telephone conversations, e-mail (including attachments), summary or record of personal conversations or interviews, diary, graph, notebook, note chart, plan, drawing, sketch, map, summary or record of meeting or conferences, summary or report of investigations or negotiations, opinion or report of consultants, photograph, motion picture, film, brochure, pamphlet, advertisement, circular, press release, draft, letter, any marginal comments appearing on any document or any other form of written or recorded matter of every kind or description, however produced or reproduced, whether draft or final, original or reproduction, in the custody or control of you and/or your attorneys or anyone acting on your behalf.

DOCUMENTS TO PRODUCE

YOU ARE COMMANDED to appear at the offices of Peter Feaman, at 3615 West Boynton Beach Boulevard Boynton Beach, Florida 33436-4501, telephone number (561) 734-5552, within fifteen (15) days from the date of service of this Subpoena and to produce the following documents:

1. **Copies of all checks made payable to William E. Stansbury, William Elwood Stansbury, or William Stansbury (collectively "Stansbury") in payment of commissions paid to Stansbury from you for the years 2007, 2008, 2009, 2010, 2011 and 2012. Each check is to be copied both front, showing the date, payee, amount and signature, and back, showing all endorsements and other related information.**

You are required to produce the records by mail or in person to Peter Feaman, at 3615 West Boynton Beach Boulevard Boynton Beach, Florida 33436-4501.

These items will be inspected and may be copied at that time. You will not be required to surrender the original items. You may comply with this subpoena by providing legible copies of the items to be produced to the attorney whose name appears on this subpoena on or before the scheduled date of production. You may condition the preparation of the copies upon the payment in advance of the reasonable cost of preparation. **YOU MAY MAIL OR DELIVER THE COPIES TO THE ATTORNEY WHOSE NAME APPEARS ON THIS SUBPOENA AND THEREBY ELIMINATE YOUR APPEARANCE ON THE DATE SPECIFIED ABOVE.** You have the right to object to the production pursuant to this subpoena at any time before production by giving written notice to the attorney whose name appears on this subpoena. **THIS IS NOT A DEPOSITION. NO TESTIMONY WILL BE TAKEN.**

If you fail to:

(1) appear as specified; or

(2) furnish the materials requested instead of appearing as provided above; or

(3) object to this subpoena;

you may be in contempt of court. You are subpoenaed to appear by the following attorney, and unless excused from this subpoena by this attorney or the court, you shall respond to this subpoena as directed.

DATED this ____ day of _____, 2013.

Issued by: _____
PETER M. FEAMAN, ESQ.
FOR THE COURT

PETER M. FEAMAN, P.A.
3615 W. Boynton Beach Blvd.
Boynton Beach, FL 33436
Telephone: (561) 734-5552
Facsimile: (561) 734-5554

By: _____
Peter M. Feaman
Florida Bar No. 0260347

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,
Plaintiff,

CASE NO: **50 2012 CA 013933 MB AA**

v.

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN and as co-trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,
Defendants.
_____/

SUBPOENA DUCES TECUM WITHOUT DEPOSITION
(RECORDS MAY BE MAILED IN LIEU OF APPEARANCE)

TO: **PENN MUTUAL LIFE INSURANCE COMPANIES**
Attn: Legal Department
600 Dresher Road
Horsham, PA 19044

DEFINITIONS

A. As used herein, the singular shall include the plural and the plural shall include the singular.

B. When the terms "you" "your" and "yours" are used herein, they shall mean PHOENIX LIFE INSURANCE COMPANY, or any agent, representative, attorney, or person acting, or purporting to act on its behalf.

C. When the term "document," as used herein, means any document, letter, log, record, report, memorandum, note, telegram, message, agreement, communication, e-mail,

telecopy, facsimile reproduction or "fax" (including cover sheets and proof of sending), State or Federal governmental hearing or report, summary or record of telephone conversations, e-mail (including attachments), summary or record of personal conversations or interviews, diary, graph, notebook, note chart, plan, drawing, sketch, map, summary or record of meeting or conferences, summary or report of investigations or negotiations, opinion or report of consultants, photograph, motion picture, film, brochure, pamphlet, advertisement, circular, press release, draft, letter, any marginal comments appearing on any document or any other form of written or recorded matter of every kind or description, however produced or reproduced, whether draft or final, original or reproduction, in the custody or control of you and/or your attorneys or anyone acting on your behalf.

DOCUMENTS TO PRODUCE

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you may be in contempt of court. You are subpoenaed to appear by the following attorney, and unless excused from this subpoena by this attorney or the court, you shall respond to this subpoena as directed.

DATED this ____ day of _____, 2013.

Issued by: _____
PETER M. FEAMAN, ESQ.
FOR THE COURT

PETER M. FEAMAN, P.A.
3615 W. Boynton Beach Blvd.
Boynton Beach, FL 33436
Telephone: (561) 734-5552
Facsimile: (561) 734-5554

By: _____
Peter M. Feaman
Florida Bar No. 0260347

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,
Plaintiff,

CASE NO: **50 2012 CA 013933 MB AA**

v.

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN and as co-trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,
Defendants.
_____/

SUBPOENA DUCES TECUM WITHOUT DEPOSITION
(RECORDS MAY BE MAILED IN LIEU OF APPEARANCE)

TO: **LINCOLN NATIONAL LIFE INSURANCE COMPANY**
Attn: Legal Department

Fort Wayne, IN 46801

DEFINITIONS

A. As used herein, the singular shall include the plural and the plural shall include the singular.

B. When the terms "you" "your" and "yours" are used herein, they shall mean PHOENIX LIFE INSURANCE COMPANY, or any agent, representative, attorney, or person acting, or purporting to act on its behalf.

C. When the term "document," as used herein, means any document, letter, log, record, report, memorandum, note, telegram, message, agreement, communication, e-mail,

telecopy, facsimile reproduction or "fax" (including cover sheets and proof of sending), State or Federal governmental hearing or report, summary or record of telephone conversations, e-mail (including attachments), summary or record of personal conversations or interviews, diary, graph, notebook, note chart, plan, drawing, sketch, map, summary or record of meeting or conferences, summary or report of investigations or negotiations, opinion or report of consultants, photograph, motion picture, film, brochure, pamphlet, advertisement, circular, press release, draft, letter, any marginal comments appearing on any document or any other form of written or recorded matter of every kind or description, however produced or reproduced, whether draft or final, original or reproduction, in the custody or control of you and/or your attorneys or anyone acting on your behalf.

DOCUMENTS TO PRODUCE

YOU ARE COMMANDED to appear at the offices of Peter Feaman, at 3615 West Boynton Beach Boulevard Boynton Beach, Florida 33436-4501, telephone number (561) 734-5552, within fifteen (15) days from the date of service of this Subpoena and to produce the following documents:

1. **Copies of all checks made payable to William E. Stansbury, William Elwood Stansbury, or William Stansbury (collectively "Stansbury") in payment of commissions paid to Stansbury from you for the years 2007, 2008, 2009, 2010, 2011 and 2012. Each check is to be copied both front, showing the date, payee, amount and signature, and back, showing all endorsements and other related information.**

You are required to produce the records by mail or in person to Peter Feaman, at 3615 West Boynton Beach Boulevard Boynton Beach, Florida 33436-4501.

These items will be inspected and may be copied at that time. You will not be required to surrender the original items. You may comply with this subpoena by providing legible copies of the items to be produced to the attorney whose name appears on this subpoena on or before the scheduled date of production. You may condition the preparation of the copies upon the payment in advance of the reasonable cost of preparation. **YOU MAY MAIL OR DELIVER THE COPIES TO THE ATTORNEY WHOSE NAME APPEARS ON THIS SUBPOENA AND THEREBY ELIMINATE YOUR APPEARANCE ON THE DATE SPECIFIED ABOVE.** You have the right to object to the production pursuant to this subpoena at any time before production by giving written notice to the attorney whose name appears on this subpoena. **THIS IS NOT A DEPOSITION. NO TESTIMONY WILL BE TAKEN.**

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(2) furnish the materials requested instead of appearing as provided above; or

(3) object to this subpoena;

you may be in contempt of court. You are subpoenaed to appear by the following attorney, and unless excused from this subpoena by this attorney or the court, you shall respond to this subpoena as directed.

DATED this ____ day of _____, 2013.

Issued by: _____
PETER M. FEAMAN, ESQ.
FOR THE COURT

PETER M. FEAMAN, P.A.
3615 W. Boynton Beach Blvd.
Boynton Beach, FL 33436
Telephone: (561) 734-5552
Facsimile: (561) 734-5554

By: _____
Peter M. Feaman
Florida Bar No. 0260347

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,
Plaintiff,

CASE NO: **50 2012 CA 013933 MB AA**

v.

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN and as co-trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,
Defendants.
_____/

SUBPOENA DUCES TECUM WITHOUT DEPOSITION
(RECORDS MAY BE MAILED IN LIEU OF APPEARANCE)

TO: **MASSACHUSETTS MUTUAL LIFE**
Attn: Legal Department
1295 State Street
Springfield, MA 01111

DEFINITIONS

A. As used herein, the singular shall include the plural and the plural shall include the singular.

B. When the terms "you" "your" and "yours" are used herein, they shall mean PHOENIX LIFE INSURANCE COMPANY, or any agent, representative, attorney, or person acting, or purporting to act on its behalf.

C. When the term "document," as used herein, means any document, letter, log, record, report, memorandum, note, telegram, message, agreement, communication, e-mail,

telecopy, facsimile reproduction or "fax" (including cover sheets and proof of sending), State or Federal governmental hearing or report, summary or record of telephone conversations, e-mail (including attachments), summary or record of personal conversations or interviews, diary, graph, notebook, note chart, plan, drawing, sketch, map, summary or record of meeting or conferences, summary or report of investigations or negotiations, opinion or report of consultants, photograph, motion picture, film, brochure, pamphlet, advertisement, circular, press release, draft, letter, any marginal comments appearing on any document or any other form of written or recorded matter of every kind or description, however produced or reproduced, whether draft or final, original or reproduction, in the custody or control of you and/or your attorneys or anyone acting on your behalf.

DOCUMENTS TO PRODUCE

YOU ARE COMMANDED to appear at the offices of Peter Feaman, at 3615 West Boynton Beach Boulevard Boynton Beach, Florida 33436-4501, telephone number (561) 734-5552, within fifteen (15) days from the date of service of this Subpoena and to produce the following documents:

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If you fail to:

(1) appear as specified; or

(2) furnish the materials requested instead of appearing as provided above; or

(3) object to this subpoena;

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DATED this ____ day of _____, 2013.

Issued by: _____
PETER M. FEAMAN, ESQ.
FOR THE COURT

PETER M. FEAMAN, P.A.
3615 W. Boynton Beach Blvd.
Boynton Beach, FL 33436
Telephone: (561) 734-5552
Facsimile: (561) 734-5554

By: _____
Peter M. Feaman
Florida Bar No. 0260347

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,
Plaintiff,

CASE NO: **50 2012 CA 013933 MB AA**

v.

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN and as co-trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,
Defendants.
_____/

SUBPOENA DUCES TECUM WITHOUT DEPOSITION
(RECORDS MAY BE MAILED IN LIEU OF APPEARANCE)

TO: **FREUND & ASSOCIATES INSURANCE SERVICES**
Attn: Legal Department
27412 Aliso Creek Road
Aliso Viejo, CA 92656

DEFINITIONS

A. As used herein, the singular shall include the plural and the plural shall include the singular.

B. When the terms "you" "your" and "yours" are used herein, they shall mean PHOENIX LIFE INSURANCE COMPANY, or any agent, representative, attorney, or person acting, or purporting to act on its behalf.

C. When the term "document," as used herein, means any document, letter, log, record, report, memorandum, note, telegram, message, agreement, communication, e-mail,

telecopy, facsimile reproduction or "fax" (including cover sheets and proof of sending), State or Federal governmental hearing or report, summary or record of telephone conversations, e-mail (including attachments), summary or record of personal conversations or interviews, diary, graph, notebook, note chart, plan, drawing, sketch, map, summary or record of meeting or conferences, summary or report of investigations or negotiations, opinion or report of consultants, photograph, motion picture, film, brochure, pamphlet, advertisement, circular, press release, draft, letter, any marginal comments appearing on any document or any other form of written or recorded matter of every kind or description, however produced or reproduced, whether draft or final, original or reproduction, in the custody or control of you and/or your attorneys or anyone acting on your behalf.

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Boynton Beach, FL 33436
Telephone: (561) 734-5552
Facsimile: (561) 734-5554

By: _____
Peter M. Feaman
Florida Bar No. 0260347

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,
Plaintiff,

CASE NO: **50 2012 CA 013933 MB AA**

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Defendants.
_____/

SUBPOENA DUCES TECUM WITHOUT DEPOSITION
(RECORDS MAY BE MAILED IN LIEU OF APPEARANCE)

TO: **SUN LIFE ASSURANCE COMPANY OF CANADA**
Attn: Legal Department
One Sun Life Executive Park
Wellesley Hills, MA 02481

DEFINITIONS

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PETER M. FEAMAN, ESQ.
FOR THE COURT

PETER M. FEAMAN, P.A.
3615 W. Boynton Beach Blvd.
Boynton Beach, FL 33436
Telephone: (561) 734-5552
Facsimile: (561) 734-5554

By: _____
Peter M. Feaman
Florida Bar No. 0260347

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,
Plaintiff,

CASE NO: **50 2012 CA 013933 MB AA**

v.

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN and as co-trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,
Defendants.
_____/

SUBPOENA DUCES TECUM WITHOUT DEPOSITION
(RECORDS MAY BE MAILED IN LIEU OF APPEARANCE)

TO: **BISYS INSURANCE SERVICES INC.**
Attn: Legal Department
4250 Crums Mill Road
Harrisburg, PA 17112

DEFINITIONS

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PETER M. FEAMAN, ESQ.
FOR THE COURT

PETER M. FEAMAN, P.A.
3615 W. Boynton Beach Blvd.
Boynton Beach, FL 33436
Telephone: (561) 734-5552
Facsimile: (561) 734-5554

By: _____
Peter M. Feaman
Florida Bar No. 0260347

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,
Plaintiff,

CASE NO: **50 2012 CA 013933 MB AA**

v.

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Defendants.
_____/

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TO: **AMERICAN GENERAL LIFE COMPANIES**
Attn: Legal Department
2727-a Allen Parkway
Houston, TX 77019

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FOR THE COURT

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3615 W. Boynton Beach Blvd.
Boynton Beach, FL 33436
Telephone: (561) 734-5552
Facsimile: (561) 734-5554

By: _____
Peter M. Feaman
Florida Bar No. 0260347

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,
Plaintiff,

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v.

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Defendants.
_____/

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TO: **TRANSAMERICA LIFE INSURANCE COMPANY**
Attn: Legal Department
4333 Edgewood Rd. NE
Cedar Rapids, IA 52499

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FOR THE COURT

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Boynton Beach, FL 33436
Telephone: (561) 734-5552
Facsimile: (561) 734-5554

By: _____
Peter M. Feaman
Florida Bar No. 0260347

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Plaintiff,

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Defendants.
_____/

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TO: **HARTFORD LIFE INSURANCE COMPANY**
THE HARTFORD FINANCIAL SERVICES GROUP, INC.
Attn: Legal Department
One Hartford Plaza
Hartford, CT 06155

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PETER M. FEAMAN, ESQ.
FOR THE COURT

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3615 W. Boynton Beach Blvd.
Boynton Beach, FL 33436
Telephone: (561) 734-5552
Facsimile: (561) 734-5554

By: _____
Peter M. Feaman
Florida Bar No. 0260347

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,
Plaintiff,

CASE NO: **50 2012 CA 013933 MB AA**

v.

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Defendants.
_____/

SUBPOENA DUCES TECUM WITHOUT DEPOSITION
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TO: **PACIFIC LIFE INSURANCE COMPANY**
Attn: Legal Department
700 Newport Center Drive
Newport Beach, CA 92660-6397

DEFINITIONS

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telecopy, facsimile reproduction or "fax" (including cover sheets and proof of sending), State or Federal governmental hearing or report, summary or record of telephone conversations, e-mail (including attachments), summary or record of personal conversations or interviews, diary, graph, notebook, note chart, plan, drawing, sketch, map, summary or record of meeting or conferences, summary or report of investigations or negotiations, opinion or report of consultants, photograph, motion picture, film, brochure, pamphlet, advertisement, circular, press release, draft, letter, any marginal comments appearing on any document or any other form of written or recorded matter of every kind or description, however produced or reproduced, whether draft or final, original or reproduction, in the custody or control of you and/or your attorneys or anyone acting on your behalf.

DOCUMENTS TO PRODUCE

YOU ARE COMMANDED to appear at the offices of Peter Feaman, at 3615 West Boynton Beach Boulevard Boynton Beach, Florida 33436-4501, telephone number (561) 734-5552, within fifteen (15) days from the date of service of this Subpoena and to produce the following documents:

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(3) object to this subpoena;

you may be in contempt of court. You are subpoenaed to appear by the following attorney, and unless excused from this subpoena by this attorney or the court, you shall respond to this subpoena as directed.

DATED this ____ day of _____, 2013.

Issued by: _____
PETER M. FEAMAN, ESQ.
FOR THE COURT

PETER M. FEAMAN, P.A.
3615 W. Boynton Beach Blvd.
Boynton Beach, FL 33436
Telephone: (561) 734-5552
Facsimile: (561) 734-5554

By: _____
Peter M. Feaman
Florida Bar No. 0260347

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,
Plaintiff,

CASE NO: **50 2012 CA 013933 MB AA**

v.

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN and as co-trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,
Defendants.
_____/

SUBPOENA DUCES TECUM WITHOUT DEPOSITION
(RECORDS MAY BE MAILED IN LIEU OF APPEARANCE)

TO: **ALLIANCE FINANCIAL GROUP**
Attn: Legal Department
14021 Metropolis Avenue
Ft. Myers, FL 33912

DEFINITIONS

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PETER M. FEAMAN, ESQ.
FOR THE COURT

PETER M. FEAMAN, P.A.
3615 W. Boynton Beach Blvd.
Boynton Beach, FL 33436
Telephone: (561) 734-5552
Facsimile: (561) 734-5554

By: _____
Peter M. Feaman
Florida Bar No. 0260347

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,
Plaintiff,

CASE NO: **50 2012 CA 013933 MB AA**

v.

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN and as co-trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,
Defendants.
_____/

SUBPOENA DUCES TECUM WITHOUT DEPOSITION
(RECORDS MAY BE MAILED IN LIEU OF APPEARANCE)

TO: **SUMMIT ALLIANCE FINANCIAL**
Attn: Legal Department
14785 Preston Road, Suite 1000
Dallas, TX 75254

DEFINITIONS

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FOR THE COURT

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3615 W. Boynton Beach Blvd.
Boynton Beach, FL 33436
Telephone: (561) 734-5552
Facsimile: (561) 734-5554

By: _____
Peter M. Feaman
Florida Bar No. 0260347

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,
Plaintiff,

CASE NO: **50 2012 CA 013933 MB AA**

v.

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN and as co-trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,
Defendants.
_____/

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TO: **PRINCIPAL FINANCIAL GROUP**
Attn: Legal Department
711 High Street
Des Moines, IA 50392

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Peter M. Feaman
Florida Bar No. 0260347

IN THE CIRCUIT COURT OF THE
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PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,
Plaintiff,

CASE NO: **50 2012 CA 013933 MB AA**

v.

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Defendants.
_____/

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TO: **MINNESOTA LIFE INSURANCE COMPANY**
Attn: Legal Department
400 Robert Street North
St. Paul, MN 55101

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FOR THE COURT

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Boynton Beach, FL 33436
Telephone: (561) 734-5552
Facsimile: (561) 734-5554

By: _____
Peter M. Feaman
Florida Bar No. 0260347

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,
Plaintiff,

CASE NO: **50 2012 CA 013933 MB AA**

v.

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Defendants.
_____/

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TO: **AXA EQUITABLE, NATIONAL OPERATIONS CENTER**
Attn: Legal Department
8501 IBM Drive, Suite 150
Charlotte, NC 28262

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FOR THE COURT

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3615 W. Boynton Beach Blvd.
Boynton Beach, FL 33436
Telephone: (561) 734-5552
Facsimile: (561) 734-5554

By: _____
Peter M. Feaman
Florida Bar No. 0260347

IN THE CIRCUIT COURT OF THE
15th JUDICIAL CIRCUIT OF FLORIDA,
IN AND FOR PALM BEACH COUNTY, FLORIDA
PROBATE DIV.

In Re:
ESTATE OF SIMON BERNSTEIN,
Deceased.

Case No.: 50 2012 CP 004391 SB

Division IZ

/

REQUEST FOR NOTICES AND COPIES OF PLEADINGS

COMES NOW the law firm of Peter M. Feaman, P.A., counsel for William E. Stansbury, Creditor of the Estate, and pursuant to Probate Rule 5.060, hereby requests that all notices and copies of pleadings in the above matter be forwarded to:

Peter M. Feaman, Esq.
Peter M. Feaman, P.A.
3615 W. Boynton Beach Blvd.
Boynton Beach, FL 33436
e-mail service: pfeaman@feamanlaw.com;
mkoskey@feamanlaw.com; and service@feamanlaw.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the above Request was forwarded to Mark R. Manceri, Esq., *Counsel for co-Personal Representatives,* Mark R. Manceri, P.A., 2929 E. Commercial Blvd., Suite 702, Fort Lauderdale, FL 33308 at mrmlaw@comcast.net and mrmlaw1@gmail.com on this 22nd day of May, 2013.

PETER M. FEAMAN, P.A.
3615 W. Boynton Beach Blvd.
Boynton Beach, FL 33436
Tel.: 561-734-5552
Fax: 561-734-5554
pfeaman@feamanlaw.com

By: _____
Peter M. Feaman
Florida Bar No.: 0260347

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,
Plaintiff,

CASE NO: **50 2012 CA 013933 MB AA**

v.

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN and as co-trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,
Defendants.
_____/

NOTICE OF PRODUCTION FROM NON-PARTY
(F.R.Civ.P. 1.351)

YOU ARE NOTIFIED that ten (10) days from the date of service of this Notice, if service is by delivery, or fifteen (15) days from the date of service if service is by mail, and if no objection is received from any party, the undersigned will issue, or will apply to the Clerk of this Court for issuance of, the attached Subpoenas directed to Records Custodian of each of the following:

1. Phoenix Life Insurance Company: Legal Department, One American Row, Hartford, CT 06102

2. Penn Mutual Life Insurance Companies: Legal Department, 600 Dresher Road, Horsham, PA 19044

3. Lincoln National Life Insurance Company: Legal Department, 1300 S. Clinton Street, #1H53,Fort Wayne, IN 46802

4. Massachusetts Mutual Life: Legal Department, 1295 State Street, Springfield, MA 01111

5. Freund & Associates Insurance Services: Legal Department, 27412 Aliso Creek Road, Aliso Viejo, CA 92656

6. Sun Life Assurance Company of Canada: Legal Department, One Sun Life Executive Park, Wellesley Hills, MA 02481

7. Bisys Insurance Services Inc.: Legal Department, 4250 Crums Mill Road, Harrisburg, PA 17112

8. American General Life Companies: Legal Department, 2727-a Allen Parkway, Houston, TX 77019

9. Transamerica Life Insurance Company, Legal Department, 4333 Edgewood Rd. NE, Cedar Rapids, IA 52499

10. Hartford Life Insurance Company, The Hartford Financial Services Group, Inc., Legal Department, One Hartford Plaza, Hartford, CT 06155

11. Pacific Life Insurance Company, Legal Department, 700 Newport Center Drive, Newport Beach, Ca 92660-6397

12. Alliance Financial Group, 14021 Metropolis Avenue, Ft. Myers, Fl., 33912

13. Summit Alliance Financial, 14785 Preston Rd., Suite 1000, Dallas, Texas 75254

14. Principal Financial Group, Legal Department, 711 High Street, Des Moines, IA 50392

15. Minnesota Life Insurance Company, Legal Department, 400 Robert Street North St. Paul, MN, 55101

16. AXA Equitable, National Operations Center, Legal Department, 8501 IBM Drive, Suite 150, Charlotte, NC 28262

None of entities listed above is a party to this action, and the address for each entity is listed above. Each listed entity will be requested to produce the items listed at the time and place specified in the Subpoenas, which are attached hereto.

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that the above and foregoing has been forwarded via e-mail service at mrmlaw@comcast.net; and mrmlaw1@gmail.com to Mark R. Manceri, Esq., Mark R. Manceri, P.A., *Attorney for Donald Tescher and Robert Spallina as Co-Personal Representatives,* 2929 E. Commercial Blvd., Suite 702, Fort Lauderdale, FL 33308; at arose@pm-law.com and mchandler@pm-law.com to Alan Rose, Esq., PAGE, MRACHEK, *Attorneys for Defendants, Ted Bernstein, LIC Holdings, Inc. and Arbitrage International Management, LLC,* 505 So. Flagler Drive, Suite 600, West Palm Beach, FL 33401, on this 16 day of May, 2013.

PETER M. FEAMAN, P.A.
3615 W. Boynton Beach Blvd.
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By: _____
Peter M. Feaman
Florida Bar No. 0260347

IN THE CIRCUIT COURT OF THE 15th JUDICIAL CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,

Plaintiff,

vs.

CASE NO: 50 2012 CA 013933 MB AA

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN and as co-trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,

Defendants.
_____/

DEFENDANT'S, SHIRLEY BERNSTEIN TRUST, MOTION TO DISMISS

Defendant, Shirley Bernstein Trust Agreement dated May 20, 2008 ("Bernstein Trust"), by and through its Successor Trustee, Ted S. Bernstein ("Bernstein Trustee"), moves to dismiss the Amended Complaint served on April 22, 2013, upon Donald L. Tescher, as alleged Successor Trustee, and states:

1. The Amended Complaint should be dismissed for insufficient service of process. The Complaint was never served upon the Bernstein Trustee, and therefore, service is improper and should be quashed.

2. The Bernstein Trust adopts and incorporates herein the grounds for dismissal asserted by Bernstein Family Realty, LLC, in its motion served on May 10, 2013, as if fully set forth herein.

3. The Amended Complaint also does not assert any legally cognizable claim against the Bernstein Trust. First, the Amended Complaint fails to set forth sufficient allegations to support a claim for equitable lien or constructive trust over the Bernstein Trust or any property held or owned by such trust.

4. Second, the claims by Plaintiff belong, in whole or in part, to one or both of the legal entities known as LIC Holdings, Inc., a Florida corporation ("LIC") and/or Arbitrage International Management, LLC, a Florida limited liability company ("Arbitrage") (collectively the "Companies"). Plaintiff asserts that co-defendants, Ted S. Bernstein and Simon Bernstein , breached a fiduciary duty owed to the Companies and seeks an award of monies which necessarily would flow back to the Companies, not directly to Plaintiff. Thus, in Counts III and VIII, Plaintiff asserts derivative claims on behalf of the Companies. In this regard, Bernstein Trust adopts and incorporates herein the grounds for dismissal asserted by Ted S. Bernstein in his April 23, 2013, as if fully set forth herein.

5. Specifically, Plaintiff in this case has direct and derivative claims filed in the same lawsuit, there is a misjoinder issue which mandates the dismissal of the Complaint. Plaintiff cannot sue in different capacities in the same lawsuit. *Department of Ins. v. Coopers & Lybrand*, 570 So. 2d 369, 370 (Fla. 3d DCA 1990); *Karnegis v. Lazzo*, 243 So. 2d 642 (Fla. 3d DCA 1971); Fla. R. Civ. P. 1.110(g) ("A pleader may set up in the same action as many claims or causes of action ... *in the same right* as he has ...") (emphasis added).

6. Plaintiff lacks standing to bring any derivative claims on behalf of Arbitrage because he was never a shareholder of Arbitrage, and makes no such allegation in his Complaint.

7. Plaintiff lacks standing to bring any derivative claims on behalf of LIC or Arbitrage because, as alleged in paragraph 31, Plaintiff ceded his 10% interest in LIC. *See*§ 607.07401, Fla.

Stat.; *Timko v. Triarsi*, 898 So. 2d 89, 91 (Fla. 5th DCA 2005) (holding that once the complaining shareholders' shares were repurchased, the complaining former shareholder could not continue to prosecute a derivative claim).

8. Plaintiff failed to allege that Plaintiff made a demand on the Corporation to bring these claims before filing their Counterclaim. Allegations of a demand is a statutory pre-requisite for maintaining a derivative action. § 607.07401(2). The Complaint also is not verified as required by that statute.

WHEREFORE, Defendant, Bernstein Trust by and through Bernstein Trustee, respectfully requests that this Court dismiss the Amended Complaint; award Defendant its costs and attorneys' fees pursuant to any applicable contract or statute; and grant such other relief as is just.

CERTIFICATE OF SERVICE

I CERTIFY that a copy of the foregoing has been furnished to the Service List set forth below by: ■ E-mail Electronic Transmission; ☐ Facsimile; ☐ U.S. Mail; ☐ Overnight Delivery; ☐ Hand-delivery, this 13th day of May, 2013.

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Counsel for Shirley Bernstein Trust

By: /s/ Alan B. Rose
Alan B. Rose (Florida Bar No. 961825)
Stefanie R. Shelley (Florida Bar No. 514446)
N. Patrick Hely (Florida Bar No. 0091466

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Counsel for Donald R. Tescher and Robert L.
Spallina, as Co-Personal Representatives

IN THE CIRCUIT COURT OF THE 15th JUDICIAL CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,

Plaintiff,

vs.

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TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN and as co-trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,

Defendants.
_____/

DEFENDANT'S, TED S. BERNSTEIN, MOTION TO DISMISS COUNTS III, VII, AND VIII

Defendant, Ted S. Bernstein ("Bernstein"), moves to dismiss Counts III, VII, and VIII of the Amended Complaint (the "Complaint"), and states:

1. The claims asserted in Counts III and VIII by Plaintiff against Bernstein belong to one or both of the legal entities known as LIC Holdings, Inc., a Florida corporation ("LIC") and/or Arbitrage International Management, LLC, a Florida limited liability company ("Arbitrage") (collectively the "Companies"). Plaintiff asserts that Bernstein breached a fiduciary duty owed to the Companies and seeks an award of monies which necessarily would flow back to the Companies, not directly to Plaintiff. Thus, in Counts III and VIII, Plaintiff asserts derivative claims on behalf of the Companies.

2. For example, in paragraph 47, Plaintiff alleges that Bernstein had a fiduciary duty "to act in good faith towards Stansbury and to act in the best interests of LIC Holdings and Arbitrage." The breaches alleged in paragraph 55, if proven, would result only in direct harm to the Companies by virtue, of among other things, (a) directing payments of Company money to third parties; (b) directing Companies to pay improper expenses; (c) transferring monies from Companies to third parties; (d) paying exorbitant compensation; and (e) committing corporate waste.

3. Any damages for these claims, if proven, would flow to and be property of the Companies, and nothing would flow directly to any shareholder. Thus, these are classic derivative claims. Plaintiff senses that, so he alleges that any damages were suffered by him individually and not to the corporation (Complaint, ¶58), but such allegation cannot change the character of these derivative claims. If, hypothetically, the Company paid $100 in extra compensation to someone, that would mean, at best, that the Company will receive $100, which the Company is under no obligation to distribute to anyone. In Counts III and VIII, Plaintiff does not assert any injury to himself which is separate from the injury allegedly suffered by the Companies, as the only injury claimed by Plaintiff would be a pro-rata percentage of the alleged damages which would have been suffered solely by the Companies. Thus, these claims are wholly (or at least partly) derivative.

4. The derivative action claims must be dismissed for several reasons. First, because Plaintiff in this case has direct and derivative claims filed in the same lawsuit, there is a misjoinder issue which mandates the dismissal of the Complaint. Plaintiff cannot sue in different capacities in the same lawsuit. *Department of Ins. v. Coopers & Lybrand*, 570 So. 2d 369, 370 (Fla. 3d DCA 1990); *Karnegis v. Lazzo*, 243 So. 2d 642 (Fla. 3d DCA 1971) (plaintiff may not by shareholders' derivative action seek in same lawsuit accounting from corporation when he personally sought

accounting and damages from majority stockholders, officers, and directors); 1 Am.Jur.2d *Actions* § 94 (1994) ("One cannot in the same action sue in more than one distinct right or capacity" citing *Coopers & Lybrand*); Fla. R. Civ. P. 1.110(g) ("A pleader may set up in the same action as many claims or causes of action ... *in the same right* as he has ...") (emphasis added).

5. Second, Plaintiff lacks standing to bring derivative claims on behalf of Arbitrage because he was never a shareholder of Arbitrage, and makes no such allegation in his Complaint.

6. Third, Plaintiff lacks standing to bring any derivative claims on behalf of LIC or Arbitrage because, as alleged in paragraph 31, Plaintiff ceded his 10% interest in LIC. Even if Plaintiff is no longer a shareholder as a result of alleged fraud, the fact remains that Plaintiff is not currently a shareholder of LIC. Therefore, Counts III and VIII of the Complaint should be dismissed. As a disgruntled former shareholder of the Corporation, Plaintiff has no legal standing to assert derivative claims at this juncture because he was not a shareholder at the time the suit was filed and he is no longer a shareholder of the Corporation, as required by Florida law. *See* § 607.07401, Fla. Stat.; *Timko v. Triarsi*, 898 So. 2d 89, 91 (Fla. 5th DCA 2005) (holding that once the complaining shareholders' shares were repurchased, the complaining former shareholder could not continue to prosecute a derivative claim).

7. Fourth, Plaintiff also fails to state a derivative claim because the Complaint fails to allege that Plaintiff made a demand on the Corporation to bring these claims before filing their Counterclaim. Allegations of a demand is a statutory pre-requisite for maintaining a derivative action. § 607.07401(2). The Complaint also is not verified as required by that statute.

8. Fifth, as to the merits, Plaintiff's individual claim against Bernstein for the alleged breaches of fiduciary duty relating to Plaintiff's rights as shareholder of LIC are improper. As an

officer and director of LIC, Bernstein owed a fiduciary duty to the Company and the shareholders as a whole, not as to any particular shareholder or group of shareholders. Shareholders must bring a derivative action to pursue a claim against an officer or director unless the alleged injury is separate and distinct from any injury the complaining party suffered as a shareholder, in common with all other shareholders. Because Plaintiff fails to allege any injury separate and apart from the alleged injury Plaintiff suffered as a shareholder, in common with all other shareholders, Plaintiff lacks standing to bring any individual claim against Bernstein.

9. There is a clear and necessary distinction between an individual action and one brought in a derivative capacity. *Alario v. Miller*, 354 So. 2d 925, 926 (Fla. 2d DCA 1978). The body of the complaint determines whether the injury is direct to the stockholder making the cause of action individual to him or whether the injury is indirect as to the stockholder and the cause of action is derivative from the corporation. *Id.* The nature of the injuries alleged and the wrongs sought to be remedied are the key to determining whether an action is derivative or individual. *Id.*

10. The law "is well-established that if a plaintiff sues in a stockholder capacity for corporate mismanagement, she must sue derivatively in the corporation's name." *Kloha v. Duda*, 246 F. Supp. 2d 1237, 1242 (M.D. Fla. 2003)(citing *Empire Life Ins. Co. of Am. v. Valdak Corp.*, 468 F.2d 330, 335 (5th Cir. 1972)). This rule is a necessity because "[i]f each shareholder could sue individually for his losses, the wrongdoer would be subject to as many suits as there were stockholders in the corporation." *Empire Life*, 468 F.2d at 335 (citations and quotations omitted). If the injury to the individual shareholder is not direct, but rather indirect, the injury is insufficient to allow the shareholder to bring a direct claim. *Id.* In other words, the member can bring a direct claim:

> in a case where the stockholder shows a violation of duty owed directly to him. ***That exception to the general rule does not arise, however, merely because the acts complained of resulted in damage both to the corporation and to the stockholder, but is confined to cases where the wrong itself amounts to a breach of duty owed to the stockholder personally.***

Empire Life, 468 F.2d at 335 (citation omitted) (emphasis added).

WHEREFORE, Defendant, Ted S. Bernstein, respectfully requests that this Court dismiss Counts III, VII, and VIII; award Defendant his costs and attorneys' fees pursuant to any applicable contract or statute; and grant such other relief as is just.

CERTIFICATE OF SERVICE

I CERTIFY that a copy of the foregoing has been furnished to the Service List set forth below by: ■ E-mail Electronic Transmission; ☐ Facsimile; ☐ U.S. Mail; ☐ Overnight Delivery; ☐ Hand-delivery, this 23rd day of April, 2013.

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Counsel for Ted S. Bernstein; LIC Holdings, Inc.; and Arbitrage International Management, LLC

By: /s/ Alan B. Rose
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N. Patrick Hely (Florida Bar No. 0091466

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IN THE CIRCUIT COURT OF THE 15th JUDICIAL CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA

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Defendants.
_____/

CASE NO: 50 2012 CA 013933 MB AA

DEFENDANTS', TED S. BERNSTEIN, LIC HOLDINGS, INC., AND ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, ANSWER, AFFIRMATIVE DEFENSES, AND COUNTERCLAIM

Defendants, Ted S. Bernstein ("Bernstein"), LIC Holdings, Inc. ("LIC"), and Arbitrage International Management, LLC ("Arbitrage") (collectively "Defendants"), file their answer, affirmative defenses, and counterclaim.

ANSWER

1. Admitted for jurisdictional purposes only and otherwise denied.

2. Without knowledge.

3. Admitted.

4. Admit the first and second sentence, and otherwise without knowledge.

5. Admitted.

6. Admitted.

7. Admitted.

8. Denied.

9. Admitted for jurisdictional purposes only and otherwise denied.

10. Without knowledge.

11. Admitted.

12. Admitted.

13. Admitted that Stansbury's role in the company involved the sale and marketing of certain insurance products, and otherwise denied.

14. Denied.

15. Admitted.

16. Admitted that Stansbury, for some time, worked as an employee of LIC or Arbitrage, and that, for some time period, Stansbury's compensation was based upon receiving 15% of the net retained commissions as that terms was understood by the parties, and otherwise denied.

17. Admitted that Stansbury, for some time, worked as an employee of LIC or Arbitrage, and that, for some time period, Stansbury's compensation was based upon receiving 15% of the net retained commissions as that terms was understood by the parties, and otherwise denied.

18. Admitted that Stansbury was given 10% of the stock of LIC, and otherwise denied.

19. Denied.

20. Denied.

21. Denied.

22. Admitted that Stansbury agreed to be paid no commission for sales or revenues after January 1, 2008; without knowledge of the specific amounts received by Stansbury in 2008; and otherwise denied.

23. Denied.

24. Denied.

25. Denied.

26. Denied.

27. Denied.

28. Denied.

29. Denied.

30. Denied.

31. Admitted that Stansbury returned, surrendered or ceded his 10% stock interest back to LIC, and otherwise denied.

32. Denied.

33. Denied.

34. Without knowledge.

COUNT I

35. Defendants restate responses 1 to 34 above.

36. Denied.

37. Denied.

COUNT II

38. Defendants restate responses 1 to 34 above.

39. Denied.

40. Admitted that Stansbury was paid in accordance with the parties' agreement, and otherwise denied.

41. Admitted that Stansbury was paid in accordance with the parties' agreement, and otherwise denied.

42. Denied.

43. Denied.

44. Denied.

COUNT III

45-59. There is a pending Motion to Dismiss directed to this Count.

COUNT IV

60. Defendants restate responses 1 to 34 above.

61. Denied.

62. Denied.

63. Denied.

64. Denied.

65. Denied.

COUNT V

66. Defendants restate responses 1 to 34 above.

67. Denied.

COUNT VI

68. Defendants restate responses 1 to 34 above.

69. Admitted that Stansbury returned, surrendered or ceded his 10% stock interest back to LIC, and otherwise denied.

70. Denied.

71. Denied.

72. Denied.

COUNT VII

73-77. There is a pending Motion to Dismiss directed to this Count.

COUNT VIII

78. There is a pending Motion to Dismiss directed to this Count.

COUNT IX

79. Defendants restate responses 1 to 34 above.

80. Denied.

81. Denied.

82. Denied.

83. Denied.

84. Denied.

85. Admitted that there is a good faith basis to refuse any request by Stansbury, including because he no longer is a shareholder in LIC and his request is not made in good faith and for a proper purpose, and otherwise denied.

AFFIRMATIVE DEFENSES

86. Plaintiff's claims are barred in whole or in part by the applicable statute of limitations and/or laches.

87. Plaintiff's claims are barred in whole or in part by the statute of frauds.

88. Plaintiff's claims are barred in whole or in part because Plaintiff lacks standing to pursue derivative claims because he is no longer a shareholder in LIC and lacks standing to pursue other claims because is no longer an employee of LIC or Arbitrage.

89. Plaintiff's claims are barred in whole or in part by because Plaintiff has misjoined causes of action held in different capacities, and therefore, the Complaint is improper and, at a minimum, certain claims must be dismissed such that Plaintiff pursues only those claims he has in one capacity.

90. Plaintiff's claims are barred in whole or in part by the doctrine of waiver. Plaintiff was aware of the facts and circumstances of the companies' operations, and the financial transactions and dealings within the companies and was aware of the alleged actions which form the basis of his claim, and waived any claims against Defendants.

91. Plaintiff's claims are barred in whole or in part by the doctrine of ratification. Plaintiff was aware of the facts and circumstances of the companies' operations, and the financial transactions and dealings within the companies, and the alleged actions which form the basis of his claim, and ratified such alleged actions.

92. Plaintiff's claims are barred in whole or in part by the doctrine of estoppel. Plaintiff was aware of the facts and circumstances of the companies' operations, and the financial transactions

and dealings within the companies, and was aware of the alleged actions which form the basis of his claim, and therefore is estopped to assert any claims against Defendants.

93. Plaintiff's claims are barred in whole or in part by the doctrine of acquiescence. Plaintiff was aware of the facts and circumstances of the companies' operations, and the financial transactions and dealings within the companies, and was aware of the alleged actions which form the basis of his claim, and therefore acquiesced in the conduct about which he now complains.

94. Plaintiff's claims against Ted Bernstein are barred in whole or in part by the corporate shield doctrine. All of the actions allegedly taken by Bernstein were actions taken on behalf of a legal entity (corporation or limited liability company), and not on behalf of himself individually, and therefore, any claims against Bernstein individually are barred.

94. Plaintiff has failed to comply with the requirements of section 607.07401 of the Florida Statutes.

WHEREFORE, having answered the Complaint, Defendants demand judgment in their favor, together with an award of costs and, pursuant to any applicable contract or statute, attorneys' fees, and such other relief as it just.

COUNTERCLAIM

Counter-Plaintiff, Arbitrage International Management, LLC ("Arbitrage"), sues Defendant, William E. Stansbury ("Stansbury"), and states:

1. Arbitrage is a Florida limited liability company with its principal place of business in Palm Beach County, Florida.

2. Stansbury is a resident of Palm Beach County, Florida.

3. As part of his work for Arbitrage and its affiliated company, LIC Holdings, Inc., Stansbury was listed as the licensed insurance agent of record on various contracts and policies of insurance with various insurance companies, under which those insurance companies would make payments of commissions and renewals due to Arbitrage only by way of a check payable to one of the individuals, including in many cases Stansbury individually.

4. Pursuant to the agreement of the parties, Stansbury was to deliver all such checks to Arbitrage, because all receipts for commissions, renewals or other revenue received by Stansbury for contracts or policies generated during the time of his employment were property of his employer.

5. Upon information and belief, before the time that Stansbury voluntarily terminated his employment with Arbitrage, Stansbury received and collected checks made payable to him, but which properly belonged to Arbitrage, and retained those funds for his sole and exclusive use and benefit.

6. Further, after Stansbury voluntarily terminated his employment with Arbitrage, Stansbury continued to receive checks made payable to him, but which properly belonged to Arbitrage, and Stansbury retained the benefit of such checks for his sole and exclusive use and benefit. In addition, for some period of time after he voluntarily terminated his employment, Stansbury has been depositing certain checks into the trust account of his attorney, Peter Feaman.

7. All conditions precedent to the bringing of his action have occurred, been satisfied, or waived.

COUNT I - BREACH OF CONTRACT

8. Arbitrage realleges paragraphs 1 though 7 above.

9. This is an action for breach of contract and seeks damages in excess of $15,000, exclusive of interest, costs and attorneys' fees.

10. Pursuant to the agreement between Arbitrage and Stansbury, Stansbury was required to deliver to Arbitrage all checks made payable to him for contracts or policies of insurance which relate to work done during the time of Stansbury's employment.

11. For the vast majority of the duration of Stansbury's employment, Stansbury complied with the parties' oral agreement and, as far as Arbitrage is presently aware, Stansbury did in fact deliver to Arbitrage all checks he received. However, upon information and belief, Stansbury may have withheld checks from Arbitrage at various times.

12. At some point before the voluntary termination of his employment, and for all times after the voluntary termination of his employment, Stansbury has retained for himself and refused to turn over to Arbitrage checks received by him, payable to him individually, but which otherwise should have been turned over to Arbitrage.

13. By his actions in retaining checks payable to him but which should have been turned over to Arbitrage, Stansbury has breached his agreement with Arbitrage.

14. As a direct and proximate result of Stansbury breach of the parties' agreement, Arbitrage has been damaged in an amount to be determined through discovery and at trial, including the amount held in the trust account of Peter Feaman.

WHEREFORE, Arbitrage demands judgment in its favor against Stansbury for compensatory damages, together with an award of costs and, pursuant to any applicable statute or contract, an award of attorneys' fees, and such other relief as is just.

COUNT II - DECLARATORY JUDGMENT

15. Arbitrage realleges paragraphs 1 though 7 and 10 through 13 above.

16. This is an action for a declaratory judgment and for supplemental relief.

17. There is a genuine and immediate dispute between the parties as to the entitlement to certain checks which are made payable to Stansbury individually, but which properly belong to Arbitrage as the commissions and renewals received for contracts and policies of insurance, and other revenues of Arbitrage which are payable directly to Stansbury individually.

18. There is a bona fide, actual, present and practical need for the declaration.

19. The declaration deals with a present, ascertained or ascertainable state of facts or present controversy as to a state of facts regarding who is entitled to the checks held by Stansbury or his counsel.

20. An immunity, power, privilege or right of Arbitrage is dependent upon the facts or the law applicable to the facts.

21. Stansbury has, or reasonably may have, an actual, present, adverse and antagonistic interest in the subject matter, either in fact or law.

22. The antagonistic and adverse interests are all properly before the Court.

23. The relief sought is not merely the giving of legal advice or the answer to questions propounded from curiosity.

24. Based upon the foregoing, Arbitrage seeks a declaration that Stansbury is required to turn over to Arbitrage all checks received by him, which are payable to Stansbury individually, but which relate to contracts or policies of insurance, or other revenues generated by Arbitrage or by Stansbury while he was employed by Arbitrage.

25. Moreover, Arbitrage requests a declaratory judgment that it is entitled to all funds currently being held in the trust account of Peter Feaman, which represent checks received by Stansbury which are made payable to Stansbury individually, but which otherwise properly belong to Arbitrage.

26. Arbitrage also seeks a declaration that its rights to all such funds are superior to the rights and claims of Stansbury.

WHEREFORE, Arbitrage seeks a declaratory judgment as to its rights to the personal property described above, together with supplemental relief to the extent necessary, an award of costs and, pursuant to any applicable statute or contract, an award of attorneys' fees, and such other relief as is just.

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Email: phely@pm-law.com; mchandler@pm-law.com
Counsel for Ted S. Bernstein; LIC Holdings, Inc.; and Arbitrage International Management, LLC

By: /s/ Alan B. Rose
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Stefanie R. Shelley (Florida Bar No. 514446)
N. Patrick Hely (Florida Bar No. 0091466

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Counsel for Donald R. Tescher and Robert L.
Spallina, as Co-Personal Representatives

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,
Plaintiff,

CASE NO: **50 2012 CA 013933 MB AA**

v.

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN and as co-trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,
Defendants.
_____/

4.22-13 2:00pm TL #1344

SUMMONS

THE STATE OF FLORIDA
To All and Singular the Sheriffs of said State:

TO: DONALD R. TESCHER
Co-Trustees of the Shirley Bernstein Trust Agreement of May 20, 2008
Tescher and Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431

IMPORTANT

An Amended Complaint has been filed by the Plaintiff, WILLIAM E. STANSBURY, in the above-styled case. You have twenty (20) calendar days after this Summons is served on you to file a written response to the attached Amended Complaint with the Clerk of this Court. A phone call will not protect you. Your written response, including the case number given above and the names of the parties, must be filed if you want the Court to hear your side of the case. If you do not file your response on time, you may lose the case, and your wages, money, and property may thereafter be taken without further warning from the Court. There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may call an attorney referral service or a legal aid office (listed in the phone book).

If you choose to file a written response yourself, at the same time you file your written response to the Court you must also mail or take a copy of your written response to the Plaintiff's attorney named below.

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Attorney for Plaintiff, WILLIAM E. STANSBURY
3615 West Boynton Beach Boulevard
Boynton Beach, FL 33436
(561) 734-5552
Florida Bar No. 0260347

THE STATE OF FLORIDA: TO EACH SHERIFF OR AUTHORIZED PROCESS SERVER OF THE STATE OF FLORIDA:

You are commanded to serve this Summons and a copy of the Amended Complaint in this lawsuit on the above-named Defendant by serving it at the above-stated address.

DATED ON April _____, 2013.

APR 19 2013

SHARON R. BOCK
CLERK, PALM BEACH COUNTY

SHARON R. BOCK
Clerk & Comptroller
P.O. Box 4667
West Palm Beach, Florida
33402-4667

By: **BELVA HAMILTON**
Deputy Clerk

IMPORTANTE

Usted ha sido demandado legalmente. Tiene 20 Dias, contados a partir del recibo de esta notificacion, para contestar la demanda adjunta, por escrito, y presentarla ante este tribunal. Una llamada telefonica no lo protegera. Si usted desea que el tribunal considere su defensa, debe prasentar su respuesta por escrito, incluyendo el numero del caso y los nombres de las partes interesadas. Si usted no contesta la demanda a tiempo, pudiese perder el caso y podria ser despojado de sus ingresos y propiedades, o privado de sus derechos, sin previo aviso del tribunal. Existen otros requisitos legales. Si lo desea, puede usted consultar a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a una de las oficinas de asistencia legal que aparecen e+n la guia telefonica.

Si desea responder a la demanda por su cuenta, al mismo tiempo en que presenta su respuesta ante el tribunal, debera usted enviar por correo o entregar una copia de su respuesta a la persona denominada abajo como "Defendant's Attorney" (Demandante o Abogado del Demandante).

IMPORTANT

Des poursuites judiciares ont ete entreprises contre vous. Vous avez 20 jours consecutifs a partir de la date de l'assignation de cette citation pour deposer une reponse ecrite a la plainte ci-jointe aupres de ce tribunal. Un simple coup de telephone est insuffisant pour vous proteger. Vous

etes oblige de deposer votre reponse ecrite, avec mention du numero de dossier ci-dessus et du nom des parties nommees ici, si vous souhaitez que le tribunal entende votre cause. Si vous ne deposez pas votre reponse ecrite dans le relai requis, voua risquez de perdre la cause ainsi que votre salaire, votre argent, et vos biens peuvent etre saisis par la suite, sans aucun preavis ulterieur du tribunal. Il y a d'autres obligations juridiques et vous pouvez requerir les services immediats d'un avocat. Si vous ne connaisaez pas d'avocat, vous pourriez telephoner a un service de reference d'avocats ou a un bureau d'assistance juridique (figurant a l'annuaire de telephones).

Si vous choisissez de deposer vous-meme une reponse ecrit, il vous faudra egalement, en meme temps que cette formalite, faire parvenir ou expedier une copie de votre reponse ecrite au "Defendant's Attorney" (Plaignant ou a son avocat) nomme ci-dessous.

pre ako ki fet avek Americans With Disabilites Act, tout moun ki ginyin yun bezwen espesiyal pou akomodasiyon pou yo patisipe nan pwogram sa-a dwe, nan yun tan rezonab avan ninpot aranjman kapab fet, you dwe kontakte Administrative Office of the Court, telefon nan se oubyen 1-800-995-8771 (V) an pasan pa Florida Relay Service.

En accordance avec la Loi des "Americans With Disabilities." Les personnes en besoin d'une accommodation speciale pour participer a ces procedures doivent, dans un temps raisonable, avant d'entreprendre aucune autre demarche, contacter l'office administrative de la Court, le telephone (V) Via Florida Relay Service 1-800-995-8771 (TDD) or 1-800-995-8770 (V), via Florida Relay Service.

De acuerdo con el Acto o Decreto de los Americanos con Impedimentos Inhabilitados, personas en necesidad del servicio especial para participar en este procedimiento deberan, dentro de un tiempo razonable, antes de cualquier procedimiento, ponerse en contacto con la oficina Administrativa de la Corte, 1-800-955-8771 (TDD), 1-800-955-8770 (V) Via Florida Relay Service.

IN THE CIRCUIT COURT OF THE 15th JUDICIAL CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,

Plaintiff,

vs.

CASE NO: 50 2012 CA 013933 MB AA

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN and as co-trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,

Defendants.
_____/

DEFENDANTS', TED S. BERNSTEIN, LIC HOLDINGS, INC., AND ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, ANSWER, AFFIRMATIVE DEFENSES, AND COUNTERCLAIM

Defendants, Ted S. Bernstein ("Bernstein"), LIC Holdings, Inc. ("LIC"), and Arbitrage International Management, LLC ("Arbitrage") (collectively "Defendants"), file their answer, affirmative defenses, and counterclaim.

ANSWER

1. Admitted for jurisdictional purposes only and otherwise denied.

2. Without knowledge.

3. Admitted.

4. Admit the first and second sentence, and otherwise without knowledge.

5. Admitted.

6. Admitted.

7. Admitted.

8. Denied.

9. Admitted for jurisdictional purposes only and otherwise denied.

10. Without knowledge.

11. Admitted.

12. Admitted.

13. Admitted.

14. Denied.

15. Admitted.

16. Admitted that Stansbury, for some time, worked as an employee of LIC or Arbitrage, and that, for some time period, Stansbury's compensation was based upon receiving 15% of the net retained commissions as that terms was understood by the parties, and otherwise denied.

17. Admitted that Stansbury, for some time, worked as an employee of LIC or Arbitrage, and that, for some time period, Stansbury's compensation was based upon receiving 15% of the net retained commissions as that terms was understood by the parties, and otherwise denied.

18. Admitted that Stansbury was given 10% of the stock of LIC, and otherwise denied.

19. Denied.

20. Denied.

21. Denied.

22. Admitted that Stansbury agreed to be paid no commission for sales or revenues after January 1, 2008; without knowledge of the specific amounts received by Stansbury in 2008; and otherwise denied.

23. Denied.

24. Denied.

25. Denied.

26. Denied.

27. Denied.

28. Denied.

29. Denied.

30. Denied.

31. Admitted that Stansbury returned, surrendered or ceded his 10% stock interest back to LIC, and otherwise denied.

32. Denied.

33. Denied.

34. Without knowledge.

COUNT I

35. Defendants restate responses 1 to 34 above.

36. Denied.

37. Denied.

COUNT II

38. Defendants restate responses 1 to 34 above.

39. Denied.

40. Admitted that Stansbury was paid in accordance with the parties' agreement, and otherwise denied.

41. Admitted that Stansbury was paid in accordance with the parties' agreement, and otherwise denied.

42. Denied.

43. Denied.

44. Denied.

COUNT III

45-59. There is a pending Motion to Dismiss directed to this Count.

COUNT IV

60. Defendants restate responses 1 to 34 above.

61. Denied.

62. Denied.

63. Denied.

64. Denied.

65. Denied.

COUNT V

66. Defendants restate responses 1 to 34 above.

67. Denied.

COUNT VI

68. Defendants restate responses 1 to 34 above.

69. Admitted that Stansbury returned, surrendered or ceded his 10% stock interest back to LIC, and otherwise denied.

70. Denied.

71. Denied.

72. Denied.

COUNT VII

73-77. There is a pending Motion to Dismiss directed to this Count.

COUNT VIII

78. There is a pending Motion to Dismiss directed to this Count.

COUNT IX

79. Defendants restate responses 1 to 34 above.

80. Denied.

81. Denied.

82. Denied.

83. Denied.

84. Denied.

85. Admitted that there is a good faith basis to refuse any request by Stansbury, including because he no longer is a shareholder in LIC and his request is not made in good faith and for a proper purpose, and otherwise denied.

AFFIRMATIVE DEFENSES

86. Plaintiff's claims are barred in whole or in part by the applicable statute of limitations.

87. Plaintiff's claims are barred in whole or in part by the statute of frauds and/or the doctrine of laches.

88. Plaintiff's claims are barred in whole or in part because Plaintiff lacks standing to pursue derivative claims because he is no longer a shareholder in LIC and lacks standing to pursue other claims because is no longer an employee of LIC or Arbitrage.

89. Plaintiff's claims are barred in whole or in part by because Plaintiff has misjoined causes of action held in different capacities, and therefore, certain claims must be dismissed.

90. Plaintiff's claims are barred in whole or in part by the doctrine of waiver. Plaintiff was aware of the facts and circumstances of the companies' operations, and the financial transactions and dealings within the companies and was aware of the alleged actions which form the basis of his claim, and waived any claims against Defendants.

91. Plaintiff's claims are barred in whole or in part by the doctrine of ratification. Plaintiff was aware of the facts and circumstances of the companies' operations, and the financial transactions and dealings within the companies, and ratified the alleged actions which form the basis of his claim.

92. Plaintiff's claims are barred in whole or in part by the doctrine of estoppel. Plaintiff was aware of the facts and circumstances of the companies' operations, and the financial transactions and dealings within the companies, and was aware of the alleged actions which form the basis of his claim, and therefore is estopped to assert any claims against Defendants.

93. Plaintiff's claims are barred in whole or in part by the doctrine of acquiescence. Plaintiff was aware of the facts and circumstances of the companies' operations, and the financial transactions and dealings within the companies, and was aware of the alleged actions which form the basis of his claim, and therefore acquiesced in the conduct about which he now complains.

94. Plaintiff has failed to comply with the requirements of section 607.07401 of the Florida Statutes.

WHEREFORE, having answered the Complaint, Defendants demand judgment in their favor, together with an award of costs and, pursuant to any applicable contract or statute, attorneys' fees, and such other relief as it just.

COUNTERCLAIM

Counter-Plaintiff, Arbitrage International Management, LLC ("Arbitrage"), sues Defendant, William E. Stansbury ("Stansbury"), and states:

1. Arbitrage is a Florida limited liability company with its principal place of business in Palm Beach County, Florida.

2. Stansbury is a resident of Palm Beach County, Florida.

3. As part of his work for Arbitrage and its affiliated company, LIC Holdings, Inc., Stansbury was listed as the licensed insurance agent of record on various contracts and policies of insurance with various insurance companies, under which those insurance companies would make payments of commissions and renewals due to Arbitrage only by way of a check payable to one of the individuals, including in many cases Stansbury individually.

4. Pursuant to the agreement of the parties, Stansbury was to deliver all such checks to Arbitrage, because all receipts for commissions, renewals or other revenue received by Stansbury for contracts or policies generated during the time of his employment were property of his employer.

5. Upon information and belief, before the time that Stansbury voluntarily terminated his employment with Arbitrage, Stansbury received and collected checks made payable to him, but which properly belonged to Arbitrage, and retained those funds for his sole and exclusive use and benefit.

6. Further, after Stansbury voluntarily terminated his employment with Arbitrage, Stansbury continued to receive checks made payable to him, but which properly belonged to Arbitrage, and Stansbury retained the benefit of such checks for his sole and exclusive use and benefit. In addition, for some period of time after he voluntarily terminated his employment, Stansbury has been depositing certain checks into the trust account of his attorney, Peter Feaman.

7. All conditions precedent to the bringing of his action have occurred, been satisfied, or waived.

COUNT I - BREACH OF CONTRACT

8. Arbitrage realleges paragraphs 1 though 7 above.

9. This is an action for breach of contract and seeks damages in excess of $15,000, exclusive of interest, costs and attorneys' fees.

10. Pursuant to the agreement between Arbitrage and Stansbury, Stansbury was required to deliver to Arbitrage all checks made payable to him for contracts or policies of insurance which relate to work done during the time of Stansbury's employment.

11. For the vast majority of the duration of Stansbury's employment, Stansbury complied with the parties' oral agreement and, as far as Arbitrage is presently aware, Stansbury did in fact deliver to Arbitrage all checks he received. However, upon information and belief, Stansbury may have withheld checks from Arbitrage at various times.

12. At some point before the voluntary termination of his employment, and for all times after the voluntary termination of his employment, Stansbury has retained for himself and refused to turn over to Arbitrage checks received by him, payable to him individually, but which otherwise should have been turned over to Arbitrage.

13. By his actions in retaining checks payable to him but which should have been turned over to Arbitrage, Stansbury has breached his agreement with Arbitrage.

14. As a direct and proximate result of Stansbury breach of the parties' agreement, Arbitrage has been damaged in an amount to be determined through discovery and at trial, including the amount held in the trust account of Peter Feaman.

WHEREFORE, Arbitrage demands judgment in its favor against Stansbury for compensatory damages, together with an award of costs and, pursuant to any applicable statute or contract, an award of attorneys' fees, and such other relief as is just.

COUNT II - DECLARATORY JUDGMENT

15. Arbitrage realleges paragraphs 1 though 7 and 10 through 13 above.

16. This is an action for a declaratory judgment and for supplemental relief.

17. There is a genuine and immediate dispute between the parties as to the entitlement to certain checks which are made payable to Stansbury individually, but which properly belong to

Arbitrage as the commissions and renewals received for contracts and policies of insurance, and other revenues of Arbitrage which are payable directly to Stansbury individually.

18. There is a bona fide, actual, present and practical need for the declaration.

19. The declaration deals with a present, ascertained or ascertainable state of facts or present controversy as to a state of facts regarding who is entitled to the checks held by Stansbury or his counsel.

20. An immunity, power, privilege or right of Arbitrage is dependent upon the facts or the law applicable to the facts.

21. Stansbury has, or reasonably may have, an actual, present, adverse and antagonistic interest in the subject matter, either in fact or law.

22. The antagonistic and adverse interests are all properly before the Court.

23. The relief sought is not merely the giving of legal advice or the answer to questions propounded from curiosity.

24. Based upon the foregoing, Arbitrage seeks a declaration that Stansbury is required to turn over to Arbitrage all checks received by him, which are payable to Stansbury individually, but which relate to contracts or policies of insurance, or other revenues generated by Arbitrage or by Stansbury while he was employed by Arbitrage.

25. Moreover, Arbitrage requests a declaratory judgment that it is entitled to all funds currently being held in the trust account of Peter Feaman, which represent checks received by Stansbury which are made payable to Stansbury individually, but which otherwise properly belong to Arbitrage.

26. Arbitrage also seeks a declaration that its rights to all such funds are superior to the rights and claims of Stansbury.

WHEREFORE, Arbitrage seeks a declaratory judgment as to its rights to the personal property described above, together with supplemental relief to the extent necessary, an award of costs and, pursuant to any applicable statute or contract, an award of attorneys' fees, and such other relief as is just.

CERTIFICATE OF SERVICE

I CERTIFY that a copy of the foregoing has been furnished to the Service List set forth below by: ■ E-mail Electronic Transmission; ☐ Facsimile; ☐ U.S. Mail; ☐ Overnight Delivery; ☐ Hand-delivery, this_____ day of April, 2013.

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Counsel for Ted S. Bernstein; LIC Holdings, Inc.; and Arbitrage International Management, LLC

By: /s/ Alan B. Rose
Alan B. Rose (Florida Bar No. 961825)
Stefanie R. Shelley (Florida Bar No. 514446)
N. Patrick Hely (Florida Bar No. 0091466

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Counsel for Donald R. Tescher and Robert L.
Spallina, as Co-Personal Representatives

IN THE CIRCUIT COURT OF THE 15th JUDICIAL CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,

Plaintiff,

vs.

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN and as co-trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,

Defendants.
_____/

CASE NO: 50 2012 CA 013933 MB AA

DEFENDANT'S, TED S. BERNSTEIN, MOTION TO DISMISS COUNTS III, VII, AND VIII

Defendant, Ted S. Bernstein ("Bernstein"), moves to dismiss Counts III, VII, and VIII of the Amended Complaint (the "Complaint"), and states:

1. The claims asserted in Counts III and VIII by Plaintiff against Bernstein belong to one or both of the legal entities known as LIC Holdings, Inc., a Florida corporation ("LIC") and/or Arbitrage International Management, LLC, a Florida limited liability company ("Arbitrage") (collectively the "Companies"). Plaintiff asserts that Bernstein breached a fiduciary duty owed to the Companies and seeks an award of monies which necessarily would flow back to the Companies, not directly to Plaintiff. Thus, in Counts III and VIII, Plaintiff asserts derivative claims on behalf of the Companies.

2. For example, in paragraph 47, Plaintiff alleges that Bernstein had a fiduciary duty "to act in good faith towards Stansbury and to act in the best interests of LIC Holdings and Arbitrage." The breaches alleged in paragraph 55, if proven, would result only in direct harm to the Companies by virtue, of among other things, (a) directing payments of Company money to third parties; (b) directing Companies to pay improper expenses; (c) transferring monies from Companies to third parties; (d) paying exorbitant compensation; and (e) committing corporate waste.

3. Any damages for these claims, if proven, would flow to and be property of the Companies, and nothing would flow directly to any shareholder. Thus, these are classic derivative claims. Plaintiff senses that, so he alleges that any damages were suffered by him individually and not to the corporation (Complaint, ¶58), but such allegation cannot change the character of these derivative claims. If, hypothetically, the Company paid $100 in extra compensation to someone, that would mean, at best, that the Company will receive $100, which the Company is under no obligation to distribute to anyone. In Counts III and VIII, Plaintiff does not assert any injury to himself which is separate from the injury allegedly suffered by the Companies, as the only injury claimed by Plaintiff would be a pro-rata percentage of the alleged damages which would have been suffered solely by the Companies. Thus, these claims are wholly (or at least partly) derivative.

4. The derivative action claims must be dismissed for several reasons. First, because Plaintiff in this case has direct and derivative claims filed in the same lawsuit, there is a misjoinder issue which mandates the dismissal of the Complaint. Plaintiff cannot sue in different capacities in the same lawsuit. *Department of Ins. v. Coopers & Lybrand*, 570 So. 2d 369, 370 (Fla. 3d DCA 1990); *Karnegis v. Lazzo*, 243 So. 2d 642 (Fla. 3d DCA 1971) (plaintiff may not by shareholders' derivative action seek in same lawsuit accounting from corporation when he personally sought

accounting and damages from majority stockholders, officers, and directors); 1 Am.Jur.2d *Actions* § 94 (1994) ("One cannot in the same action sue in more than one distinct right or capacity" citing *Coopers & Lybrand*); Fla. R. Civ. P. 1.110(g) ("A pleader may set up in the same action as many claims or causes of action ... *in the same right* as he has ...") (emphasis added).

5. Second, Plaintiff lacks standing to bring derivative claims on behalf of Arbitrage because he was never a shareholder of Arbitrage, and makes no such allegation in his Complaint.

6. Third, Plaintiff lacks standing to bring any derivative claims on behalf of LIC or Arbitrage because, as alleged in paragraph 31, Plaintiff ceded his 10% interest in LIC. Even if Plaintiff is no longer a shareholder as a result of alleged fraud, the fact remains that Plaintiff is not currently a shareholder of LIC. Therefore, Counts III and VIII of the Complaint should be dismissed. As a disgruntled former shareholder of the Corporation, Plaintiff has no legal standing to assert derivative claims at this juncture because he was not a shareholder at the time the suit was filed and he is no longer a shareholder of the Corporation, as required by Florida law. *See*§ 607.07401, Fla. Stat.; *Timko v. Triarsi*, 898 So. 2d 89, 91 (Fla. 5th DCA 2005) (holding that once the complaining shareholders' shares were repurchased, the complaining former shareholder could not continue to prosecute a derivative claim).

7. Fourth, Plaintiff also fails to state a derivative claim because the Complaint fails to allege that Plaintiff made a demand on the Corporation to bring these claims before filing their Counterclaim. Allegations of a demand is a statutory pre-requisite for maintaining a derivative action. § 607.07401(2). The Complaint also is not verified as required by that statute.

8. Fifth, as to the merits, Plaintiff's individual claim against Bernstein for the alleged breaches of fiduciary duty relating to Plaintiff's rights as shareholder of LIC are improper. As an

officer and director of LIC, Bernstein owed a fiduciary duty to the Company and the shareholders as a whole, not as to any particular shareholder or group of shareholders. Shareholders must bring a derivative action to pursue a claim against an officer or director unless the alleged injury is separate and distinct from any injury the complaining party suffered as a shareholder, in common with all other shareholders. Because Plaintiff fails to allege any injury separate and apart from the alleged injury Plaintiff suffered as a shareholder, in common with all other shareholders, Plaintiff lacks standing to bring any individual claim against Bernstein.

9. There is a clear and necessary distinction between an individual action and one brought in a derivative capacity. *Alario v. Miller*, 354 So. 2d 925, 926 (Fla. 2d DCA 1978). The body of the complaint determines whether the injury is direct to the stockholder making the cause of action individual to him or whether the injury is indirect as to the stockholder and the cause of action is derivative from the corporation. *Id.* The nature of the injuries alleged and the wrongs sought to be remedied are the key to determining whether an action is derivative or individual. *Id.*

10. The law "is well-established that if a plaintiff sues in a stockholder capacity for corporate mismanagement, she must sue derivatively in the corporation's name." *Kloha v. Duda*, 246 F. Supp. 2d 1237, 1242 (M.D. Fla. 2003)(citing *Empire Life Ins. Co. of Am. v. Valdak Corp.*, 468 F.2d 330, 335 (5th Cir. 1972)). This rule is a necessity because "[i]f each shareholder could sue individually for his losses, the wrongdoer would be subject to as many suits as there were stockholders in the corporation." *Empire Life*, 468 F.2d at 335 (citations and quotations omitted). If the injury to the individual shareholder is not direct, but rather indirect, the injury is insufficient to allow the shareholder to bring a direct claim. *Id.* In other words, the member can bring a direct claim:

> in a case where the stockholder shows a violation of duty owed directly to him. ***That exception to the general rule does not arise, however, merely because the acts complained of resulted in damage both to the corporation and to the stockholder, but is confined to cases where the wrong itself amounts to a breach of duty owed to the stockholder personally.***

Empire Life, 468 F.2d at 335 (citation omitted) (emphasis added).

WHEREFORE, Defendant, Ted S. Bernstein, respectfully requests that this Court dismiss Counts III, VII, and VIII; award Defendant his costs and attorneys' fees pursuant to any applicable contract or statute; and grant such other relief as is just.

CERTIFICATE OF SERVICE

I CERTIFY that a copy of the foregoing has been furnished to the Service List set forth below by: ■ E-mail Electronic Transmission; ☐ Facsimile; ☐ U.S. Mail; ☐ Overnight Delivery; ☐ Hand-delivery, this_____ day of April, 2013.

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Counsel for Ted S. Bernstein; LIC Holdings, Inc.; and Arbitrage International Management, LLC

By: /s/ Alan B. Rose
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SUANN TESCHER

April 24, 2013

Janet Craig, CTFA
Oppenheimer Trust Company
18 Columbia Turnpike
Florham Park, NJ 07932

Re: Bernstein Family Realty, LLC

Dear Janet:

Enclosed is a copy of a summons for Bernstein Family Realty, LLC that we accepted as resident agent. We noted that the entity has not yet filed its annual report which will be delinquent after April 30, resulting in additional fees to reinstate, and that Simon Bernstein is still showing as the manager of the entity. We do not represent the entity, however, as I believe you are aware, the parties have hired representation of their own. If you would like to discuss, please call me.

Sincerely yours,

DONALD R. TESCHER

DRT/km

Enclosures

cc: Robert L. Spallina, Esq. (w/enc.)

FedEx Shipment Receipt

Address Information

Ship to:	**Ship from:**
Janet Craig, CTFA	Kimberly Moran
Oppenheimer Trust Company	TESCHER & SPALLINA
18 Columbia Turnpike	4855 Technology Way
	Suite 720
FLORHAM PARK, NJ	BOCA RATON, FL
07932	33431
US	US
561-997-7008	5619977008

Shipment Information:
Tracking no.: 799602199892
Ship date: 04/24/2013
Estimated shipping charges: 18.98

Package Information
Service type: Standard Overnight
Package type: FedEx Envelope
Number of packages: 1
Total weight: 1 LBS
Declared Value: 0.00 USD
Special Services:
Pickup/Drop-off: Use an already scheduled pickup at my location

Billing Information:
Bill transportation to: Tescher & Spallina-343
Your reference: Bernstein- 11187.004
P.O. no.:
Invoice no.:
Department no.:

Thank you for shipping online with FedEx ShipManager at fedex.com.

Please Note

FedEx will not be responsible for any claim in excess of $100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of $100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is $500, e.g., jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits; Consult the applicable FedEx Service Guide for details.
The estimated shipping charge may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable FedEx Service Guide or the FedEx Rate Sheets for details on how shipping charges are calculated.

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,
Plaintiff,

CASE NO: **50 2012 CA 013933 MB AA**

v.

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN and as co-trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,
Defendants.
_____/

AMENDED COMPLAINT

WILLIAM E. STANSBURY, by and through undersigned counsel, sues the Defendants and states:

1. This is an action for money damages in excess of $15,000, and for equitable relief.

2. Plaintiff (hereinafter referred to as "STANSBURY") is *sui juris*, and a resident of Palm Beach County, Florida.

3. Defendant TED S. BERNSTEIN ("TED BERNSTEIN"), is *sui juris*, and a resident of Palm Beach County, Florida.

4. SIMON L. BERNSTEIN ("SIMON BERNSTEIN") died on or about September 13, 2012, after the filing of the initial Complaint in this action. At the time of his death, SIMON BERNSTEIN was *sui juris*, and was a resident of Palm Beach County, Florida. Defendants

2/12/13

Donald R. Tescher and Robert L. Spallina are serving as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN (the "ESTATE")which ESTATE is presently open and pending in the Palm Beach County Circuit Court, *In re: Estate of Simon L. Bernstein*, Case No. 502012CP004391XXXXSB (the "Estate Proceeding"). In accordance with Section 733.705, Florida Statutes, STANSBURY hereby brings this independent action against the ESTATE with respect to his Statement of Claim that was filed and objected to in the Estate Proceeding.

5. Defendant, LIC HOLDINGS, INC. ("LIC Holdings") is a Florida corporation with its principal place of business in Palm Beach County, Florida.

6. Defendant, ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, formerly known as ARBITRAGE INTERNATIONAL HOLDINGS, LLC, ("ARBITRAGE") is a Florida limited liability company with its principal place of business in Palm Beach County, Florida.

7. Defendant, BERNSTEIN FAMILY REALTY, LLC is a Florida limited liability company doing business in Palm Beach County.

8. Defendant, the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008 ("SHIRLEY'S TRUST"), owns real property in Palm Beach County, Florida. Based upon information and belief, Donald R. Tescher and Robert L. Spallina are serving as co-trustees of SHIRLEY'S TRUST. This Court has personal jurisdiction over the trustees and the beneficiaries of SHIRLEY'S TRUST under Section 736.0202, Florida Statutes, as the principal place of administration of SHIRLEY'S TRUST is in Palm Beach County, Florida. This court has subject matter jurisdiction over this action under Section 736.0203, Florida Statutes. Venue is proper in Palm Beach County, Florida, under Section 736.0204, Florida Statutes, as the principal place of administration of SHIRLEY'S TRUST is in Palm Beach County, Florida and one or more of the beneficiaries of SHIRLEY'S TRUST reside in Palm Beach County, Florida.

9. The acts and incidents giving rise to the causes of action alleged herein arose in Palm Beach County, Florida.

Background

10. STANSBURY has worked in the insurance industry for virtually all of his adult life. After 30 years, he had become well-known and highly regarded by major insurance companies, their principals and others throughout the insurance industry, at all levels thereof, as well as by professionals, including attorneys, CPA's, financial advisors, wealth managers and others who were involved in serving, or otherwise dealing with insurers, insurance brokers and life insurance products.

11. SIMON BERNSTEIN dealt at sophisticated levels of the insurance industry and specialized in developing and marketing insurance concepts suitable for persons of high net worth to incorporate into their wealth management and estate planning.

12. TED BERNSTEIN, the son of SIMON BERNSTEIN, was also actively involved in selling life insurance products in conjunction with attorneys, CPAs and other professionals, to be incorporated into high net worth individuals' financial and estate planning.

13. TED BERNSTEIN approached STANSBURY, urging STANSBURY to spearhead the marketing of a unique insurance concept, newly developed by a prominent law firm, which was designed for use in the financial and estate planning of high net worth individuals.

14. TED BERNSTEIN told STANSBURY that he knew of STANSBURY's expertise and reputation in the insurance and related industries, and that STANSBURY was skilled at and accustomed to speaking and marketing insurance products to groups of professionals. He realized that STANSBURY, because of his knowledge, reputation and abilities, would be well suited to market this concept nationwide through prominent and experienced professionals.

15. In 2006, SIMON BERNSTEIN and TED BERNSTEIN (collectively, "BERNSTEIN" or the "BERNSTEINS") formed Defendants LIC Holdings and ARBITRAGE for the purpose of marketing and selling certain life insurance products to high net worth individuals for their wealth management and estate planning needs.

16. STANSBURY agreed to become an employee of LIC Holdings, Inc. and ARBITRAGE and agreed to a salary of 15% of net commissions received on all products, including renewals.

17. STANSBURY worked with diligence and skill, traveling throughout the United States, generating ever-increasing sales and generating very large commissions. By 2006, nationwide sales were resulting in substantial commissions on new policies and renewal commissions.

18. Also in 2006, SIMON BERNSTEIN told STANSBURY that STANSBURY was being rewarded for his efforts and the explosive growth of the business, such that he would receive a 10% ownership interest in LIC Holdings, Inc.

19. In February of 2008, SIMON BERNSTEIN approached STANSBURY with the suggestion that rather than STANSBURY performing computations on a monthly basis as to how much should be paid to him based upon 15% of the commissions derived from policies sold by STANSBURY, the BERNSTEINS and STANSBURY should forego monthly payouts and defer compensation until the end of 2008, when year-end computations could be made. It was suggested that in December, year-end computations would be made and salaries would be paid in December 2008 or January of 2009. It was specifically represented to STANSBURY that neither SIMON BERNSTEIN, TED BERNSTEIN nor STANSBURY would take any compensation until the year-end accounting was performed in December of 2008 or January, 2009.

20. STANSBURY relied on SIMON BERNSTEIN's representations that, among other things, his time would be better spent building the business rather than performing monthly calculations of income. STANSBURY relied on SIMON BERNSTEIN's representation that they would all be paid identical annual salaries of not less than $1,000,000 at the end of 2008 to be applied against STANBURY's 15%. Any compensation to STANSBURY over and above his 15% would be paid to him in accordance with his ownership percentage of 10%.

21. STANSBURY, having no reason to believe that the representations by SIMON BERNSTEIN were false and only a ruse to keep him from inquiring as to corporate revenue and distributions, acceded to his being relieved of the bookkeeping duties regarding calculating the disposition of monies on a monthly basis throughout the year.

22. In 2008, STANSBURY received only $420,018.00, all from commissions earned for sales in 2007 but paid in the January of 2008. STANSBURY received no payments for commissions received after January, 2008.

23. Unbeknownst to STANSBURY at that time, SIMON BERNSTEIN was paid $3,756,229.00 and TED BERNSTEIN was paid $5,225,825.00 in 2008.

24. The net retained commissions by LIC Holdings and ARBITRAGE, not including renewals for 2008 were approximately $13,442,549.00. As such, STANSBURY was entitled to, at the very minimum, 15% of $13,442,549.00, or $2,016,382.35.

25. Since that time, SIMON BERNSTEIN and TED BERNSTEIN have secreted commissions received by LIC Holdings and ARBITRAGE into Bernstein family trusts and other entities as more specifically set forth below. Those trusts have since invested in real estate, also as more particularly set forth below.

26. Throughout 2009, SIMON BERNSTEIN and TED BERNSTEIN continued to make false statements to STANSBURY to hide the fact that they had looted the corporations for their

own personal benefit by withdrawing millions in 2008 and 2009, all to the financial detriment of STANSBURY. The BERNSTEINS represented that the money was not being paid as salary or distributions because the funds needed to be held in the corporate bank accounts to show to potential lenders the financial stability of the company.

27. STANSBURY relied upon these continuing representations of Defendants to his detriment. Because STANSBURY was told that potential funding sources for the business needed to see that capital of the company was available, he took no action when he did not receive any compensation for 2009 and paid only $30,000 in 2010.

28. STANSBURY believes that some or all of the funds to which he was entitled and/or assets attributable to such funds were placed into certain entities, including but not limited to BERNSTEIN FAMILY REALTY, LLC and SHIRLEY'S TRUST. For example, based on information and belief, some or all of the funds to which STANSBURY was entitled were invested in certain parcels of real property, which parcels were conveyed to the trustee of SHIRLEY'S TRUST on or about May 20, 2008, including but not limited to a 4,220 square foot oceanfront condominium unit in a complex known as "The ARAGON" in Boca Raton, located at 2494 So. Ocean Boulevard, Boca Raton, Florida and a mansion in St. Andrew's Country Club located at 7020 Lions Head Lane, Boca Raton, Florida.

29. In order to continue their scheme to defraud, SIMON BERNSTEIN and TED BERNSTEIN failed and refused to account for renewal commissions and failed to supply any financial information to STANSBURY concerning LIC Holdings, Inc. or ARBITRAGE INTERNATIONAL MANAGEMENT, LLC.

30. In furtherance of their scheme to deprive STANSBURY of salary he had earned and shareholder distributions to which he was entitled, SIMON BERNSTEIN and TED BERNSTEIN intercepted mail addressed to STANSBURY, removing commission checks representing

commissions due to STANSBURY, deposited the funds into their own accounts and otherwise converted the funds. SIMON BERNSTEIN and TED BERNSTEIN also opened STANSBURY's mail containing checks payable to him which were unrelated to them and the businesses.

31. In 2011, the Defendants BERNSTEIN decided to deceive STANSBURY further. STANSBURY had for years been given K-1 statements reflecting his 10% ownership of LIC Holdings. At the end of 2011, TED BERNSTEIN told STANSBURY that the company accountant had discovered a taxable event which could cause STANSBURY, as an owner of LIC Holdings to pay taxes on phantom income. TED BERNSTEIN promised that if STANSBURY would sign a paper ceding his 10% interest in LIC Holdings, he would not have to pay the tax. TED BERNSTEIN promised he would hold the paper, promising it would not become operative until STANSBURY and the Defendants BERNSTEIN discussed the situation further in the first quarter of 2012.

32. Because of the misrepresentations, willful concealments of material facts, duplicity and deceit practiced by Defendants upon STANSBURY, STANSBURY reasonably believed that Defendants had complied, or intended to comply with their obligations to STANSBURY under the contract between them. STANSBURY, therefore, was prevented from knowing for a period of years that the causes of action ASSERTED HEREIN existed.

33. By the second quarter of 2012, STANSBURY developed the belief that the BERNSTEINS' representations over the years were wholly false and he sought legal counsel.

34. STANSBURY has retained the law firm of Peter M. Feaman, P.A. and has agreed to pay it a reasonable fee for its services rendered herein.

COUNT I - ACCOUNTING
(Against LIC Holdings and ARBITRAGE, for Accounting)

35. STANSBURY hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 34, inclusive.

36. The relationship between STANSBURY and the Defendants, particularly as affected by Defendants' acts described in preceding paragraphs 19 through 27 created a situation where Defendants had sole access to receipts generated by STANSBURY's efforts, and to books and records reflecting said receipts and the other information from which can be calculated all moneys due to STANSBURY under his arrangement with Defendants.

37. The period of time during which STANSBURY has been deprived of monies due him spans approximately four and a half years. The various sources of revenue to Defendants of monies from which the amounts due STANSBURY may be calculated, the manner in which STANSBURY was to be paid, and the amount due STANSBURY all involve extensive and complicated accounts, and STANSBURY's remedy at law cannot be as full, adequate and expeditious as it is in equity.

WHEREFORE, Plaintiff STANSBURY prays for an adjudication of Plaintiff's right to a full and complete accounting from Defendants, LIC Holdings and ARBITRAGE, and for such orders of Court as will require such Defendants to provide STANSBURY with all records and copies of documents from January 1, 2006 to the present, in order to reveal his right to, and the amount of all sums: (a) received as commissions to which STANSBURY was entitled to a share; (b) due to STANSBURY, whether paid or not; (c) paid to STANSBURY, whether for commissions, salary, distributions, expenses or any other reason; (d) paid to each of the BERNSTEIN Defendants out of monies received as commissions; (e) deposits of any and all moneys received as commissions by any Defendants to any accounts, including the name of the

entity whose account was involved, the number(s) of each such account; the address of the branch or other facility through which any Defendant dealt with such entity; (f) calculations as to moneys paid , to be paid, or not to be paid to STANSBURY, together with an award of court costs and such other and further relief as the Court may deem just and proper.

II. BREACH OF ORAL CONTRACT
(Against LIC Holdings, Inc. and Arbitrage International Management, LLC)

38. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 34, inclusive.

39. The arrangement between STANSBURY and Defendants as described in paragraphs 16 and 24 above, constituted a contract between them.

40. An express term of that contract involved the commitment of LIC Holdings and ARBITRAGE to calculate and to pay to STANSBURY all sums due to him under the contract, whether as commissions, salary, distributions, expenses or any other reason.

41. The Defendants initially performed the duties required of them under said contract.

42. However, Defendants breached their contract with STANSBURY by withholding from STANSBURY monies due him under the contract.

43. The withholding of such monies constitutes a material breach of the contract between STANSBURY and LIC Holdings and ARBITRAGE.

44. There is due to STANSBURY from such Defendants all amounts due under said contract, together with prejudgment and post-judgment interest on said amounts.

WHEREFORE, Plaintiff prays for judgment against Defendants, LIC Holdings, Inc. and ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, jointly and severally, in excess of $1,500,000.00 for the amounts due to Plaintiff under the terms of their contract, together with

prejudgment and post-judgment interest, court costs and such other relief as the Court may deem just and proper.

III. BREACH OF FIDUCIARY DUTY
(Against SIMON BERNSTEIN and TED BERNSTEIN ["BERNSTEINS"])

45. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 34, inclusive.

46. At all material times hereto, SIMON BERNSTEIN and TED BERNSTEIN were officers and majority shareholders of LIC Holdings and ARBITRAGE.

47. As shareholders and officers of LIC Holdings and ARBITRAGE, SIMON BERNSTEIN and TED BERNSTEIN did have and have a fiduciary duty to STANSBURY to act in good faith towards STANSBURY and to act in the best interests of LIC Holdings and ARBITRAGE.

48. At all material times hereto, STANSBURY was and is a shareholder of LIC Holdings.

49. STANSBURY reposed trust and confidence in SIMON BERNSTEIN and TED BERNSTEIN as a result of their position as majority shareholders and officers of LIC Holdings and ARBITRAGE.

50. Further, SIMON BERNSTEIN and TED BERNSTEIN held positions of advantage and control over STANSBURY, not only by virtue of their majority shareholder status, but by having access to the accounting books and records of LIC Holdings and ARBITRAGE, to the exclusion of STANSBURY.

51. STANSBURY reasonably believed that the BERNSTEIN Defendants would deal with STANSBURY honestly and fairly and believed that such Defendants had no intention of

hiding from STANSBURY any information as to the amounts due STANSBURY or payment of the money due to STANSBURY.

52. Moreover, when Defendants proposed to STANSBURY that STANSBURY cease being the one to calculate monies due from the commissions received, STANSBURY trusted the BERNSTEINS to make proper, accurate and complete calculations just as STANSBURY had done and to pay STANSBURY accordingly. As majority shareholders and directors of LIC Holdings and ARBITRAGE, the BERNSTEINS were in a superior position of knowledge and control concerning the finances and affairs of those companies.

53. As a result of the foregoing, a fiduciary relationship existed between the BERNSTEINS and STANSBURY and there existed in STANSBURY complete trust in the BERNSTEIN Defendants.

54. The BERNSTEIN Defendants accepted the trust which STANSBURY reasonably placed in them.

55. The BERNSTEIN Defendants breached their fiduciary duty to STANSBURY by repeated conduct of self-dealing and violations of corporate protocol, including:

a) directing LIC Holdings and ARBITRAGE to make payments to third parties not employed by the corporations and who had performed no services on behalf of the corporations for the personal benefit of the BERNSTEINS;

b) directing the corporations to pay for personal expenses of the wives and other friends of the BERNSTEIN Defendants through corporate credit cards and other forms of payment, notwithstanding that they provided no services for the corporations;

c) transferring monies from LIC Holdings and ARBITRAGE to third party entities including the BERNSTEIN Defendants, the BERNSTEIN FAMILY REALTY, LLC and the

SHIRLEY BERNSTEIN TRUST AGREEMENT for the benefit of the BERNSTEINS, personally;

d) paying themselves exorbitant compensation to the exclusion of STANSBURY;

e) treating LIC Holdings and ARBITRAGE as alter egos of themselves and otherwise handling the affairs of LIC Holdings and ARBITRAGE without regard to corporate protocol;

f) failing to convene annual meetings of the stockholders of LIC Holdings and ARBITRAGE, in violation of Florida law;

g) committing corporate waste by unnecessarily expending corporate assets on unrelated corporate activities;

h) failing to account for the revenue and expenses of LIC Holdings and ARBITRAGE to STANSBURY, who was entitled to compensation as an employee and as a minority shareholder;

i) directing LIC Holdings and ARBITRAGE to take actions to reduce the profit of LIC Holdings and ARBITRAGE so as to prevent STANSBURY from earning his just compensation, in violation of prior agreement of the parties.

56. SIMON BERNSTEIN further breached his fiduciary duty owed to STANSBURY as a minority shareholder by neglecting to perform his duties as an officer and director in a prudent and reasonable fashion.

57. Through Defendants BERNSTEINS' willful misrepresentations and withholding of material information as to their intentions and the purposes for which STANSBURY's payments were not being paid, and through their diversion from STANSBURY of amounts which should have been paid to him, such Defendants abused and betrayed STANSBURY's trust and confidence in them to STANSBURY's great detriment. STANSBURY has been deprived of the amounts due him, the precise amount of which cannot be calculated without access to Defendants' books and records and a full accounting by them.

58. The monetary damages suffered by STANSBURY as a result of the foregoing conduct was suffered by STANSBURY individually and not to the corporation LIC Holdings as a whole, because the conduct as described above prevented STANSBURY from obtaining the benefits of the bargain of his oral agreement with the corporations as more particularly described in Count II above.

59. The foregoing conduct by the BERNSTEINS was done with gross and intentional disregard of the rights of STANSBURY as an employee and minority shareholder of LIC Holdings.

WHEREFORE, Plaintiff prays for judgment against Defendants, SIMON BERNSTEIN and TED BERNSTEIN, jointly and severally, for damages in excess of $1,500,000.00 together with prejudgment and post-judgment interest, court costs and such other relief as the Court may deem just and proper. STANSBURY reserves the right to move to amend to request punitive damages in accordance with Florida Law.

IV. CIVIL THEFT
(Against ARBITRAGE INTERNATIONAL MARKETING, LLC)

60. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 34, inclusive.

61. This is an action for Civil Theft under Chapter 772, Florida Statutes, more specifically §772.11, Fla.Stat.

62. In February, 2012 and March, 2012, Defendant ARBITRAGE intercepted two separate checks made payable to William STANSBURY intended as payment to STANSBURY for matters arising wholly outside his business transactions with the BERNSTEINS, LIC Holdings and ARBITRAGE.

63. Notwithstanding that the checks made payable to William STANSBURY was for sums due STANSBURY by a third party not in connection with the aforesaid business transactions, ARBITRAGE and/or someone acting on its behalf, caused the negotiation of STANSBURY's checks, wrongfully endorsing the checks and retaining the sums that should have been payable to STANSBURY.

64. As a result of the foregoing, Defendant ARBITRAGE has been guilty of criminal theft by conversion with the criminal intent to steal his money and deprive STANSBURY of his possession and use thereof.

65. Written demand for payment of all amounts due STANSBURY has been made to Defendants, more than 30 days preceding the filing of this Complaint, to no avail. A copy of the demand letter is attached hereto as Exhibit "A."

WHEREFORE, Plaintiff prays for judgment against Defendant, ARBITRAGE for three times the full amount of the check made payable to STANSBURY, together with pre-judgment interest and post-judgment interest, attorneys' fees, court costs and any other relief this Court deems just and proper.

V. CONVERSION

66. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 60 through 65, inclusive.

67. Further, during 2012, Defendants TED BERNSTEIN, SIMON BERNSTEIN, LIC Holdings, Inc., ARBITRAGE, or someone acting on their behalves, received and cashed in excess of $30,000.00 worth of commissions checks otherwise payable to Plaintiff.

WHEREFORE, Plaintiff prays for judgment for damages against Defendant, ABRITRAGE, SIMON BERNSTEIN, LIC Holdings, Inc. and TED BERNSTEIN, together with

VII. EQUITABLE LIEN

73. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, paragraphs 1 through 34, above.

74. Defendants, SIMON BERNSTEIN and/or TED BERNSTEIN wrongfully diverted funds from LIC Holdings and ARBITRAGE that rightfully should have been paid to STANSBURY pursuant to their oral agreement.

75. Upon information and belief, SIMON BERNSTEIN and/or TED BERNSTEIN, or both, wrongfully diverted funds from LIC Holdings and/or ARBITRAGE and acquired and/or maintained or improved property located at 7020 Lion's Head Lane, Boca Raton, Florida, legally described as

> Lot 781, St. Andrews Country Club (a PUD) Plat No. 14 according to the plat thereof recorded in Plat Book 57, Page 132 of the public records of Palm Beach County, Florida.

76. Further, upon information and belief, as a result of the funds being wrongfully diverted from LIC Holdings and/or ARBITRAGE, which otherwise rightfully belonged to and should have been paid to STANSBURY, the property legally described as

> Lot 68, Block G Boca Madeira, Unit 2 according to the plat thereof recorded in Plat Book 32, Pages 59 and 60 of the public records of Palm Beach County, Florida, with a property address of 2753 NW 34 Street, Boca Raton, Florida,

was encumbered with a mortgage representing wrongfully diverted funds which were loaned in the form of a second mortgage to Defendant, BERNSTEIN FAMILY REALTY, LLC, a Florida limited liability company.

77. Upon information and belief, as a result of the funds being wrongfully diverted from LIC Holdings and/or ARBITRAGE which otherwise should have been paid to STANSBURY, such funds were used to satisfy a mortgage for the benefit of TED BERNSTEIN on property legally described as

Lot 139, Saturnia Isles, Plat One, recorded in Plat Book 91 at Page 108 of the property records of Palm Beach County, Florida, with a property address of 15807 Menton Bay Court, Delray Beach, Florida

WHEREFORE, Plaintiff prays for the Court to declare and establish an equitable lien in favor of Plaintiff in an amount equal to the funds wrongfully diverted, on the property described herein, and on all other assets of Defendants or third parties as yet unknown, which assets have been purchased wholly or in part, improved or benefitted by the diverted funds due Plaintiff, together with court costs and such other and further relief as this Court may deem just and proper.

VIII. CONSTRUCTIVE TRUST

78. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 73 through 77 above.

WHEREFORE, Plaintiff prays for the Court to declare and establish a constructive trust in favor of Plaintiff on the property described in paragraphs 75 through 77 in an amount equal to the funds wrongfully diverted and on all assets of Defendants or third parties as yet unknown, which assets have been purchased wholly or partly, improved or mortgaged by the diversion of said funds due Plaintiff. Plaintiff further prays for an award of court costs and such other and further relief as the Court may deem just and proper.

IX. VIOLATION OF FLA. STAT. 607.1602
(As to Defendant, LIC Holdings, Inc.)

79. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, paragraphs 1 through 34, above.

80. STANSBURY owns 10% of the issued and outstanding shares of LIC Holdings and has owned these shares since 2006.

81. Pursuant to §607.1602 Fla. Stat. (2012), STANSBURY made demand on LIC Holdings to inspect and copy certain records. A copy of the Demand is attached hereto as Exhibit "A." LIC Holdings refused to respond to the request in direct violation of 607.1602 Fla. Stat. (2012).

82. Section 607.1604(2) Fla. Stat. (2012) states:

> If a corporation does not, within a reasonable time, allow a shareholder to inspect and copy any other record, the shareholder who complies with §607.1602(2) and (3) may apply to the Circuit Court in the county where the corporation's principal office is located for an order to permit inspection and copying of the records demanded.

83. Section 607.1604 Fla. Stat. (2012) requires that the court dispose of an application brought under this section "on an expedited basis."

84. Pursuant to §607.1604(2) Fla. Stat. (2012), Plaintiff requests that this court summarily order inspection and copying of the record previously demanded at the corporation's expense.

85. Pursuant to §607.1604(3) Fla. Stat. (2012), STANSBURY is entitled to an award of his costs including reasonable attorneys' fees incurred in order to obtain the order and enforce his rights unless the corporation or its officers, director or agent proves that the refusal of the inspection is made in good faith because the corporation had a reasonable basis for doubt about the right of the shareholder to inspect or copy the records demanded.

WHEREFORE, Plaintiff, WILLIAM E. STANSBURY requests this Honorable Court to summarily order inspection and copying of the records of LIC Holdings, Inc. previously demanded, at the corporation's expense, together with an award of reasonable costs and attorneys' fees incurred herein.

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that the above and foregoing has been forwarded via e-mail at swergoldj@gtlaw.com; ciaffik@gtlaw.com; steffesj@gtlaw.com; and FLService@gtlaw.com to Jon Swergold, Esq., Greenberg Traurig, P.A., 401 East Las Olas Blvd., Suite 2000, Fort Lauderdale, FL 33301 this 12th day of FEBRUARY, 2013.

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June 20, 2012

Via Certified Mail, Return Receipt Requested

PERSONAL and CONFIDENTIAL
Mr. Ted Bernstein, President
LIC Holdings, Inc.
950 Peninsula Corp Circle
Suite 3010
Boca Raton, FL 33487

Re: William (Bill) Stansbury

Dear Mr. Bernstein:

The undersigned represents William (Bill) Stansbury and we are writing this letter on his behalf. Mr. Stansbury received your proposed letter agreement reflecting LIC Holdings' proposal to indemnify its shareholders concerning policies sold under the Cambridge Financing Program. As a result of your proposal, Mr. Stansbury has reviewed with me in detail his dealings with you and your companies over the past 4 to 5 years.

After reviewing the facts with Mr. Stansbury, some of which will be summarized below, I was shocked that he had not consulted legal counsel until now. Be that as it may, and based upon the facts presented to us, we believe you have engaged in fraud, civil theft, breaches of fiduciary duties, and breach of contract, just to name a few. The purpose of this letter is to a). respond to your indemnity proposal and b). request that you pass this letter on to your counsel immediately in the off-chance that these very serious matters can be resolved prior to the filing of legal action. The issues can be summarized as follows:

1. The first issue concerns you and your company's failure to pay salary compensation to Mr. Stansbury. Mr. Stansbury has been making inquiries concerning this for the past 5 months, but to no avail. Mr. Stansbury's claim for unpaid salary arises from three categories:

EXHIBIT A

a. Failure to pay salary based on net retained commissions.

i. Based upon reports prepared by your company for the period of 2007 through 2011, LIC Holdings, Inc. and/or Arbitrage International Holdings, n/k/a Arbitrage International Management, LLC, received $35,384,246.00 in net retained commissions. According to Mr. Stansbury's salary arrangement, he is entitled to 15% of those net retained commissions, which amounts to $5,307,636.90. During this time period, Mr. Stansbury's salary compensation was $2,844,910.00. The shortfall in salary owed to Mr. Stansbury is $2,462,726.90.

ii. There is salary compensation owed to Mr. Stansbury as a result of bridge loans in 2008. You received a $2,000,000.00 settlement in 2010 resulting from the resolution of a lawsuit involving Global Secured Capital. Mr. Stansbury is entitled to 15% of those funds, which is $300,000.00.

iii. In addition, you received $507,891.00 in commissions in connection with the Biviano matter. Mr. Stansbury is entitled to 15% of those funds, which is $76,183.65.

iv. In April of 2012, you received three commissions totaling approximately $200,000.00 in the Levine, Wiss and Berley matters. Mr. Stansbury has been requesting payment of this for weeks, again to no avail. Mr. Stansbury is due salary compensation for these items in the amount of $30,000.00.

Therefore, Mr. Stansbury's total claim for salary arising out of net retained commissions is approximately $2,868,910.55.

The liability for payment of this salary is not limited to LIC Holdings, Inc. or Arbitrage International Management, LLC. This liability also flows to you individually as a result of your breaches of your fiduciary duty owed to Mr. Stansbury and utter failure to abide by corporate governance standards, which conduct is more particularly described below.

b. Mr. Stansbury is also due unpaid salary based on 15% of all renewal commissions since 2008. Mr. Stansbury's salary claim for renewal commissions cannot as yet be determined with specificity due to the fact that you and your office have been opening mail directed to Mr. Stansbury and negotiating checks made payable to him by falsifying his endorsement and depositing those checks into accounts which only you control. This conduct constitutes civil theft and breach of fiduciary duty. We believe this claim amounts to hundreds of thousands of dollars.

c. Salary compensation for 2008. Mr. Stansbury has recently learned that you and Mr. Simon Bernstein received $8,982,124.00 in salary in 2008. By contrast, Mr. Stansbury received $420,018.00, paid to him in January 2008, based on policies sold in 2007. He received zero (no salary compensation) for his 2008 production. It is obvious that you and Simon treated your corporations as personal ATM machines, while completely ignoring your fiduciary

responsibilities to your employee and minority shareholder, Mr. Stansbury. It further appears that after the exorbitant salaries were paid to you, you then loaned the money back to the corporation at an interest rate significantly above market rates in order to meet the cash flow needs of the various entities, again, clearly disregarding your corporate governance responsibilities.

2. Indemnification issues.

Mr. Stansbury has been served with three lawsuits from Phoenix Insurance Company and one from Mr. Wright seeking indemnification as a result of agent misconduct which was in no way attributable to the conduct of Mr. Stansbury. Although all of these matters have been settled, because he was the qualifying agent of record for other policies, he could be the subject of future litigation for refunds of commissions paid. All of these commissions were paid over to you or your companies.

The Indemnification Agreement which you sent to Mr. Stansbury is completely insufficient. You have a duty as a matter of law to indemnify Mr. Stansbury. Your offer of future indemnity is contingent upon "all" commissions that have been received by LIC's present or past shareholders be turned over to LIC. This is nothing short of extortion. Further, your second paragraph states that LIC is "presently insolvent" and has a "negative net worth." You then conclude with the sentence that with the indemnification agreement in place, LIC "may" have sufficient funds to meet its current obligations. Therefore, a simple indemnification from LIC Holdings to Mr. Stansbury is insufficient. Any such indemnification would have to be personally guaranteed by you and Mr. Simon Bernstein.

3. Unauthorized interception of U.S. Mail.

I have been given the understanding that your office has been opening mail directed to Mr. Stansbury personally. This is a federal offense and also constitutes a breach of the fiduciary duty you owe to Mr. Stansbury as an employee and minority shareholder.

There has been no accounting to Mr. Stansbury for any of the checks which may have been sent to him personally on which his signature has been forged, the checks cashed and placed out of the reach of Mr. Stansbury. In 2012, Mr. Stansbury has been receiving checks from Phoenix Life Insurance Company and TransAmerica Life Insurance Company. Mr. Stansbury has been holding these checks. They have now been remitted to the undersigned as attorney for Mr. Stansbury. This office is holding these funds in a separate interest-bearing trust account pending the resolution of this matter.

With regard to all of the other insurance companies for whom Mr. Stansbury is listed as the qualifying agent, he has now informed those companies that all future renewal commissions paid to him personally be sent to Mr. Stansbury at his home address. These funds will then be remitted to the undersigned counsel of record for Mr. Stansbury. We will place these funds in a separate interest-bearing trust account as well. Any attempts by you to contact these insurance

companies will be considered a tortious interference of his business relationship and such activity will be added as a claim in any future legal proceedings.

4. Shareholder status.

Mr. Stansbury has been a 10% shareholder of LIC Holdings, Inc., pursuant to the terms of a Shareholders Agreement. On behalf of Mr. Stansbury, demand is hereby made, pursuant to Florida Statute 607.1602, for inspection of the corporate records including the following:

I. Minutes of the Board of Directors meetings from January 1, 2008 to the present.

II. Minutes of Shareholders' meetings from January 1, 2008 to the present.

III. Records of any actions taken by the Shareholders and/or the Board of Directors without a meeting, from January 1, 2008 to the present.

IV. Accounting and financial records of LIC Holdings, Inc., Arbitrage International Management, LLC, formerly known as Arbitrage International Holdings, LLC, and all other subsidiary or affiliated companies under your control, including, without limitation, income tax returns, general ledgers, balance sheets, profit and loss statements, stock books, bank statements, loan agreements or guarantees, and any other financial books and records from January 1, 2008 to the present.

Mr. Stansbury is seeking to inspect these records in good faith and for the purpose of determining if misappropriation of corporate assets for improper purposes has previously taken or is presently taking place.

I have been made aware of a letter dated December 22, 2011 in which Mr. Stansbury purportedly "ceded" his shares of stock in LIC Holdings, Inc. back to the company. This letter was obtained under false pretenses and is not recognized by Mr. Stansbury as validly conveying his ownership interest in LIC Holdings, Inc.

Please have your legal counsel contact us within ten (10) days. Should we fail to receive a response within that time, Mr. Stansbury will take legal action to protect his rights and interests.

Very truly yours,

PETER M. FEAMAN, P.A.

By: Peter M. Feaman

Peter M. Feaman

PMF/mk
cc: William Stansbury
CC Riggs (e-mail)

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,
Plaintiff,

CASE NO: **50 2012 CA 013933 MB AA**

v.

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN and as co-trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,
Defendants.
_____/

4-22-13 2:00pm
#1344

SUMMONS

THE STATE OF FLORIDA
To All and Singular the Sheriffs of said State:

TO: BERNSTEIN FAMILY REALTY, LLC
by serving its Registered Agent:
T & S Registered Agents, LLC
4855 Technology Way, Suite 720
Boca Raton, FL 33431

IMPORTANT

An Amended Complaint has been filed by the Plaintiff, WILLIAM E. STANSBURY, in the above-styled case. You have twenty (20) calendar days after this Summons is served on you to file a written response to the attached Amended Complaint with the Clerk of this Court. A phone call will not protect you. Your written response, including the case number given above and the names of the parties, must be filed if you want the Court to hear your side of the case. If you do not file your response on time, you may lose the case, and your wages, money, and property may thereafter be taken without further warning from the Court. There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may call an attorney referral service or a legal aid office (listed in the phone book).

If you choose to file a written response yourself, at the same time you file your written response to the Court you must also mail or take a copy of your written response to the Plaintiff's attorney named below.

PETER M. FEAMAN, ESQUIRE
PETER M. FEAMAN, P.A.
Attorney for Plaintiff, WILLIAM E. STANSBURY
3615 West Boynton Beach Boulevard
Boynton Beach, FL 33436
(561) 734-5552
Florida Bar No. 0260347

THE STATE OF FLORIDA: TO EACH SHERIFF OR AUTHORIZED PROCESS SERVER OF THE STATE OF FLORIDA:

You are commanded to serve this Summons and a copy of the Amended Complaint in this lawsuit on the above-named Defendant by serving it at the above-stated address.

DATED ON April _____, 2013.

APR 1 8 2013

SHARON R. BOCK
CLERK, PALM BEACH COUNTY

By:_____
Deputy Clerk

IMPORTANTE

Usted ha sido demandado legalmente. Tiene 20 Dias, contados a partir del recibo de esta notificacion, para contestar la demanda adjunta, por escrito, y presentarla ante este tribunal. Una llamada telefonica no lo protegera. Si usted desea que el tribunal considere su defensa, debe prasentar su respuesta por escrito, incluyendo el numero del caso y los nombres de las partes interesadas. Si usted no contesta la demanda a tiempo, pudiese perder el caso y podria ser despojado de sus ingresos y propiedades, o privado de sus derechos, sin previo aviso del tribunal. Existen otros requisitos legales. Si lo desea, puede usted consultar a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a una de las oficinas de asistencia legal que aparecen e+ıı la guia telefonica.

Si desea responder a la demanda por su cuenta, al mismo tiempo en que presenta su respuesta ante el tribunal, debera usted enviar por correo o entregar una copia de su respuesta a la persona denominada abajo como "Defendant's Attorney" (Demandante o Abogado del Demandante).

IMPORTANT

Des poursuites judiciares ont ete entreprises contre vous. Vous avez 20 jours consecutifs a partir de la date de l'assignation de cette citation pour deposer une reponse ecrite a la plainte ci-jointe aupres de ce tribunal. Un simple coup de telephone est insuffisant pour vous proteger. Vous

etes oblige de deposer votre reponse ecrite, avec mention du numero de dossier ci-dessus et du nom des parties nommees ici, si vous souhaitez que le tribunal entende votre cause. Si vous ne deposez pas votre reponse ecrite dans le relai requis, voua risquez dc pcrdrc la cause ainsi que votre salaire, votre argent, et vos biens peuvent etre saisis par la suite, sans aucun preavis ulterieur du tribunal. Il y a d'autres obligations juridiques et vous pouvez requerir les services immediats d'un avocat. Si vous ne connaisaez pas d'avocat, vous pourriez telephoner a un service de reference d'avocats ou a un bureau d'assistance juridique (figurant a l'annuaire de telephones).

Si vous choisissez de deposer vous-meme une reponse ecrit, il vous faudra egalement, en meme temps que cette formalite, faire parvenir ou expedier une copie de votre reponse ecrite au "Defendant's Attorney" (Plaignant ou a son avocat) nomme ci-dessous.

pre ako ki fet avek Americans With Disabilites Act, tout moun ki ginyin yun bezwen espesiyal pou akomodasiyon pou yo patisipe nan pwogram sa-a dwe, nan yun tan rezonab avan ninpot aranjman kapab fet, you dwe kontakte Administrative Office of the Court, telefon nan se oubyen 1-800-995-8771 (V) an pasan pa Florida Relay Service.

En accordance avec la Loi des "Americans With Disabilities." Les personnes en besoin d'une accommodation speciale pour participer a ces procedures doivent, dans un temps raisonable, avant d'entreprendre aucune autre demarche, contacter l'office administrative de la Court, le telephone (V) Via Florida Relay Service 1-800-995-8771 (TDD) or 1-800-995-8770 (V), via Florida Relay Service.

De acuerdo con el Acto o Decreto de los Americanos con Impedimentos Inhabilitados, personas en necesidad del servicio especial para participar en este procedimiento deberan, dentro de un tiempo razonable, antes de cualquier procedimiento, ponerse en contacto con la oficina Administrativa de la Corte, 1-800-955-8771 (TDD), 1-800-955-8770 (V) Via Florida Relay Service.

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,
Plaintiff,

v.

CASE NO: **50 2012 CA 013933 MB AA**

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN and as co-trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,
Defendants.
_____/

OMNIBUS ORDER ON PLAINTIFF WILLIAM E. STANSBURY'S THREE MOTIONS TO COMPEL DEFENDANTS, LIC HOLDINGS, INC., ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDING, LLC AND TED BERNSTEIN TO PRODUCE DOCUMENTS RESPONSIVE TO PLAINTIFF'S FIRST REQUESTS FOR PRODUCTION OF DOCUMENTS

THIS CAUSE came on to be heard before this Honorable Court on Monday, April 15, 2013, upon Plaintiff William E. Stansbury's Motions to Compel Defendants LIC Holdings, Inc. ("LIC"), Arbitrage International Management, LLC f/k/a Arbitrage International Holdings, LLC ("Arbitrage"), and Ted Bernstein to Produce Documents Responsive to Plaintiff's First Requests for Production of Documents. Plaintiff served one set of identical Requests for Production of Documents upon each of the above-named Defendants and this Order makes the same ruling in each of the three sets of propounded Requests. The Court having reviewed the file, heard argument of counsel and being duly advised in the premises, it is hereby

ORDERED and ADJUDGED:

Copies furnished by e-mail

Sansbury v. Bernstein, et al
Case No.502012CA013933MBAA
Omnibus Order on Plaintiff's Motion to Compel

1. Plaintiff's Motions to Compel are hereby GRANTED as to numbered requests 1, 2,3, 4, 5, 6, 8, 9 and 16 of the Requests for Production of Documents (see "Attachment A");

2. Plaintiff's Motions to Compel are hereby DENIED, without prejudice, as to numbered requests 7, 10, 11, 12, 13, and 15 of the Requests for Production of Documents (see "Attachment A");

3. Plaintiff's Motions to Compel as to request number 14 on "Attachment A" are GRANTED with respect to 1099's issued by or to the principals of LIC or Arbitrage that would form the basis for commissions paid or to be paid, but DENIED, without prejudice, as to 1099's issued by the above-named Defendants to any other persons or entities.

4. The Defendants to whom this Order applies will produce the required documents to Plaintiff within twenty-five (25) days of the date of this Order.

DONE and ORDERED in Chambers, West Palm Beach, Palm Beach County, Florida on this 19th day of April, 2013.

Honorable Glenn Kelley
Circuit Judge

Copies to:

Peter M. Feaman, Esq., Peter M. Feaman, P.A., 3615 W. Boynton Beach Blvd., Boynton Beach, FL 33436; pfeaman@feamanlaw.com.
Mark R. Manceri, Esq., Mark R. Manceri, P.A., 2929 E. Commercial Blvd., Suite 702, Fort Lauderdale, FL 33308; mrmlaw@comcast.net; mrmlaw1@gmail.com
Alan B. Rose, Esq., Page, Mrachek, Fitzgerald, Rose, Konopka & Dow, 505 S. Flagler Drive, Suite 600, West Palm Beach, FL 33401; arose@pm-law.com

ATTACHMENT "A"

DOCUMENTS TO BE PRODUCED

1. All documents, including e-mails, that show, evidence, or reflect any and all communications between you or anyone acting on your behalf related to or from the Plaintiff from January 1, 2007 to present.

2. All documents, including e-mails, that show, evidence, or reflect any and all communications between you and any of the Defendants that mention the Plaintiff, from January 1, 2007 to present.

3. All documents, including e-mails, that show, evidence, or reflect any and all communications between you and any of the Defendants that are related to the Plaintiff, from January 1, 2007 to present.

4. All documents that show, evidence, or reflect any business relationships you have or had with the Plaintiff since January 1, 2007 to the present.

5. All documents that show, evidence, or reflect any compensation, monies, or payment of any nature, made by you or any of the Defendants to the Plaintiff from January 1, 2007 to the present.

6. All documents that show, evidence, or reflect any compensation, monies, or payment of any nature, that is owed by you or any of the Defendants to the Plaintiff from January 1, 2007 to present.

7. All documents, including, but not limited to, internal memoranda, e-mails, or any other writings, related to payments by you or by any of the Defendants to any agents, employees, officers, independent contractors, or any other person or entity performing work on behalf of any of the Defendants.

8. All documents that show, evidence, or reflect any person or entity that has or has had an ownership interest in Defendant ARBITRAGE and/or LIC HOLDINGS, INC. in the past 6 years.

9. All documents that show, evidence, or reflect any and all officers of ARBITRAGE and/or LIC HOLDINGS, INC. in the past 6 years.

10. All records of payments made for cell phone usage from January 1, 2007 to present.

11. All records concerning medical expenses paid for any person including but not limited to Rachel Walker since January 1, 2007.

12. List of all employees and their compensation since January 1, 2007.

13. List of all participants in any Defined Benefit Pension Plan.

14. Copies of all 1099's from 2007 to present.

15. All statements concerning any profit-sharing plan, including the names of all participants.

16. Records of any and all payments to Plaintiff since January 1, 2007 to present.

23194452

COPY
SOUTH COUNTY BRANCH OFFICE
ORIGINAL RECEIVED

MAY 22 2013

SHARON R. BOCK
CLERK & COMPTROLLER
PALM BEACH COUNTY

IN THE CIRCUIT COURT OF THE
15th JUDICIAL CIRCUIT OF FLORIDA,
IN AND FOR PALM BEACH COUNTY, FLORIDA
PROBATE DIV.

In Re:
ESTATE OF SIMON
BERNSTEIN,
Deceased.
_____/

Case No.: 50 2012 CP 004391 SB

Division IX

REQUEST FOR NOTICES AND COPIES OF PLEADINGS

COMES NOW the law firm of Peter M. Feaman, P.A., counsel for William E. Stansbury, Creditor of the Estate, and pursuant to Probate Rule 5.060, hereby requests that all notices and copies of pleadings in the above matter be forwarded to:

Peter M. Feaman, Esq.
Peter M. Feaman, P.A.
3615 W. Boynton Beach Blvd.
Boynton Beach, FL 33436
e-mail service: pfeaman@feamanlaw.com;
mkoskey@feamanlaw.com; and service@feamanlaw.com

SHARON R. BOCK CLERK & COMPTROLLER PALM BEACH COUNTY FILED 2013 MAY 24 PM 2:32

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the above Request was forwarded to Mark R. Manceri, Esq., *Counsel for co-Personal Representatives,* Mark R. Manceri, P.A., 2929 E. Commercial Blvd., Suite 702, Fort Lauderdale, FL 33308 at mrmlaw@comcast.net and mrmlaw1@gmail.com on this 22nd day of May, 2013.

PETER M. FEAMAN, P.A.
3615 W. Boynton Beach Blvd.
Boynton Beach, FL 33436
Tel.: 561-734-5552
Fax: 561-734-5554
pfeaman@feamanlaw.com

By: _____
Peter M. Feaman
Florida Bar No.: 0260347

IN THE CIRCUIT COURT OF THE 15th JUDICIAL CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,

Plaintiff,

vs.

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN and as co-trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,

Defendants.
_____/

CASE NO: 50 2012 CA 013933 MB AA

DEFENDANTS', TED S. BERNSTEIN, LIC HOLDINGS, INC. AND ARBITRAGE INTERNATIONAL HOLDINGS, LLC, MOTION FOR EXTENSION OF TIME TO RESPOND TO DISCOVERY ORDER

Defendants, Ted S. Bernstein, LIC Holdings, Inc. and Arbitrage International Holdings, LLC (collectively "Defendants"), move for a 15-day enlargement of time of this Court's Omnibus Order compelling discovery, and state as follows:

1. Defendants have been diligently working to produce the documents ordered by this Court on April 19, 2013, since the order was entered. To date, Defendants have required the services of an IT company to review and compile responsive documents from computer files, which to date exceed 10,000 emails together with numerous other documents. The IT company has not yet completed its work in searching through various computer records in connection with the specific

requests, and have advised that they will require an additional three to five days. Thereafter, the undersigned as counsel need an opportunity to review the documents before they are produced.

2. Accordingly, despite diligent effort, Defendants request an extension of at least 15 days within which to comply with the Court's order dated April 19, 2013.

3. The undersigned has conferred in good faith with counsel for Plaintiff, to seek an agreement to the extension of time, and have been unable to resolve this matter without court order.

WHEREFORE, Defendants respectfully request that this Court grant a 15-day enlargement of time for them to respond to the discovery required by the Court's order dated April 19, 2013.

CERTIFICATE OF SERVICE

I CERTIFY that a copy of the foregoing has been furnished to the Service List set forth below by: ■ E-mail Electronic Transmission; ☐ Facsimile; ☐ U.S. Mail; ☐ Overnight Delivery; ☐ Hand-delivery, this 15th day of May, 2013.

PAGE, MRACHEK, FITZGERALD, ROSE,
KONOPKA & DOW, P.A.
505 South Flagler Drive, Suite 600
West Palm Beach, Florida 33401
Telephone: (561) 655-2250
Facsimile: (561) 655-5537
Email: arose@pm-law.com; mchandler@pm-law.com
Email: sshelley@pm-law.com; tclarke@pm-law.com
Email: phely@pm-law.com; mchandler@pm-law.com
Counsel for Ted S. Bernstein; LIC Holdings, Inc.; Arbitrage International Management, LLC; and Shirley Bernstein Trust

By: /s/ Alan B. Rose
Alan B. Rose (Florida Bar No. 961825)
Stefanie R. Shelley (Florida Bar No. 514446)
N. Patrick Hely (Florida Bar No. 0091466

SERVICE LIST

Peter M. Feaman, Esquire
Peter M. Feaman, P.A.
3615 West Boynton Beach Blvd.
Boynton Beach, FL 33436
(561) 734-5552 - Telephone
(561) 734-5554 - Facsimile
Email: (pfeaman@feamanlaw.com); (service@feamanlaw.com); (mkoskey@feamanlaw.com)
Counsel for Plaintiff

Mark R. Manceri, Esq.
Mark R. Manceri, P.A.
2929 East Commercial Blvd., Suite 702
Ft. Lauderdale, FL 33309
(954) 491-7099
Email: (mrmlaw@comcast.net); (mrmlaw1@gmail.com)
Counsel for Donald R. Tescher and Robert L.
Spallina, as Co-Personal Representatives; Bernstein Family
Realty, LLC

IN THE CIRCUIT COURT OF THE 15th JUDICIAL CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,

Plaintiff,

vs.

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN and as co-trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,

Defendants.
_____/

CASE NO: 50 2012 CA 013933 MB AA

NOTICE OF APPEARANCE

PLEASE TAKE NOTICE that Alan B. Rose, Esquire and the firm Page, Mrachek, Fitzgerald, Rose, Konopka & Dow, P.A., enter their appearance as counsel of record for Defendants, Ted S. Bernstein; LIC Holdings, Inc.; and Arbitrage International Management, LLC, in the above-styled cause and request that all notices, pleadings and other papers filed in this matter be served on the undersigned counsel at the address below.

CERTIFICATE OF SERVICE

I CERTIFY that a copy of the foregoing has been furnished to the Service List set forth below by: ■ E-mail Electronic Transmission; ☐ Facsimile; ☐ U.S. Mail; ☐ Overnight Delivery; ☐ Hand-delivery, this 15th day of April, 2013.

PAGE, MRACHEK, FITZGERALD, ROSE,
KONOPKA & DOW, P.A.
505 South Flagler Drive, Suite 600
West Palm Beach, Florida 33401
Telephone: (561) 655-2250
Facsimile: (561) 655-5537
Email: arose@pm-law.com; mchandler@pm-law.com
Counsel for Ted S. Bernstein; LIC Holdings, Inc.; and Arbitrage International Management, LLC

By: /s/ Alan B. Rose
Alan B. Rose (Florida Bar No. 961825)

SERVICE LIST

Peter M. Feaman, Esquire
Peter M. Feaman, P.A.
3615 West Boynton Beach Blvd.
Boynton Beach, FL 33436
(561) 734-5552 - Telephone
(561) 734-5554 - Facsimile
Email: (pfeaman@feamanlaw.com)
Counsel for Plaintiff

IN THE CIRCUIT COURT OF THE 15TH
JUDICIAL CIRCUIT OF FLORIDA, IN AND FOR
PALM BEACH COUNTY, FLORIDA

CASE NO.: 50 2012CA013933 XX XX MB AA

WILLIAM E. STANSBURY, an individual,

Plaintiff,

v.

TED S. BERNSTEIN, an individual,
SIMON L. BERNSTEIN, an individual,
LIC HOLDINGS, INC., a Florida
Corporation, ARBITRAGE
INTERNATIONAL MARKETING, LLC, a
Florida Corporation f/k/a ARBITRAGE
INTERNATIONAL HOLDINGS, LLC.,

Defendants.

**ORDER ON GREENBERG TRAURIG, P.A.'S
MOTION FOR LEAVE TO WITHDRAW AND DIRECTING
CLERK TO UPDATE FILE WITH NEW CONTACT INFORMATION**

THIS CAUSE having come before the Court on Greenberg Traurig's Motion for Leave to Withdraw (the "Motion) as counsel for Defendants Ted S. Bernstein, LIC Holdings, Inc. and Arbitrage International Marketing, LLC f/k/a Arbitrage International Holdings, LLC (the "Defendants"), and the Court having reviewed the motion, heard argument, and being otherwise fully advised in the premises, it is hereby

ORDERED AND ADJUDGED

1. That the Motion is GRANTED.

2. Greenberg Traurig, P.A. and its lawyers who have made an appearance on behalf of the Defendants, are hereby relieved of all further responsibility for the representation of Defendants Ted S. Bernstein, LIC Holdings, Inc. and Arbitrage International Marketing, LLC

f/k/a Arbitrage International Holdings, LLC in this case effective the date below.

3. The Clerk of the Court is hereby directed to remove the law firm of Greenberg Traurig, P.A., Jon L. Swergold, Esq. and Kristina L. Arnsdorff, Esq. (aka Krisitina L. Ciaffi, Esq.) as counsel of record for Defendants.

4. Until further notice, all pleadings and papers filed or served in this case shall be sent to the following address:

Ted S. Bernstein
LIC Holdings, Inc.
Arbitrage International Marketing, LLC
950 Peninsula Corporate Circle
Suite 3010
Boca Raton, FL 33487

5. Defendants shall have 20 days to obtain new counsel.

6. _____

_____

_____

DONE AND ORDERED at West Palm Beach, Palm Beach County, Florida this ____ day of March, 2013.

SIGNED & DATED

MAR 25 2013

JUDGE GLENN KELLEY

Hon. Glenn Kelley, Circuit Judge

Copies furnished: see following page

Copies furnished:

Jon Swergold, Esq., Greenberg Traurig, P.A., 401 E. Las Olas Blvd., Suite 200, Ft. Lauderdale, FL 33301 (*swergoldj@gtlaw.comI)*

Jason H. Okleshen, Esq., Greenberg Traurig, P.A., 777 So. Flagler Dr., Suite 300 E, West Pam Beach, FL 33401 (*okleshenj@gtlaw.com*)

Peter M. Feaman, Esq., and Kenneth D. Stern, Esq., 3615 W. Boynton Beach Blvd., Boynton Beach, FL 33436 .(*pfeaman@feamanlaw.com and kdstern@gmail.com*)

Mark R. Manceri, Esq., Mark R. Manceri, P.A., 2929 E. Commercial Blvd., Suite 702, Ft. Lauderdale, FL 33308 (*mrmlaw@comcast.net and mrmlaw1@gmail.com*)

Ted S. Bernstein, LIC Holdings, Inc., Arbitrage Marketing, LLC, 950 Peninsula Corporate Circle, Suite 3010, Boca Raton, FL 33487

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,
Plaintiff,

CASE NO: **50 2012 CA 013933 MB AA**

v.

TED S. BERNSTEIN; SIMON BERNSTEIN; LIC HOLDINGS, INC.; and ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC.
Defendants.

/

ORDER SETTING HEARING

The following matter has been specially set for hearing before Judge Glenn D. Kelley in Courtroom 11A of the Palm Beach County Courthouse, 205 North Dixie Highway, West Palm Beach, FL 33401.

DATE: **April 15, 2013**

TIME: **9:30 a.m. (time allotted: 30 minutes)**

MATTER: **Plaintiff Stansbury's Motion to Compel Defendants to Produce Documents Responsive to Plaintiff's First Request for Production of Documents**

Cal. 8

NOTE: THIS HEARING IS SPECIALLY SET BY COURT ORDER AND CANNOT BE CANCELLED OR RESET EXCEPT BY COURT ORDER. ALL MEMORANDA MUST BE SUBMITTED TO JUDGE'S CHAMBERS NO LATER THAN FIVE (5) DAYS PRIOR TO HEARING.

DONE and ORDERED in Chambers, West Palm Beach, Palm Beach County, Florida this 14 day of March, 2013.

Honorable Glenn Kelley
Circuit Judge

Copies to:
Jon Swergold, Esq., Greenberg Traurig, P.A., 401 East Las Olas Blvd., Suite 2000, Fort Lauderdale, FL 33301; swergoldj@gtlaw.com;
Peter M. Feaman, Esq., Peter M. Feaman, P.A., 3615 W. Boynton Beach Blvd., Boynton Beach, FL; pfeaman@feamanlaw.com

"If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Germaine English, Americans with Disabilities Act Coordinator, Palm Beach County Courthouse, 205 North Dixie Highway West Palm Beach, Florida 33401; telephone number (561) 355 4380 at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711."

"Si usted es una persona minusválida que necesita algún acomodamiento para poder participar en este procedimiento, usted tiene derecho, sin tener gastos propios, a que se le provea cierta ayuda. Tenga la amabilidad de ponerse en contacto con Germaine English, 205 N. Dixie Highway, West Palm Beach, Florida 33401; teléfono número (561) 355-4380, por lo menos 7 días antes de la cita fijada para su comparecencia en los tribunales, o inmediatamente después de recibir esta notificación si el tiempo antes de la comparecencia que se ha programado es menos de 7 días; si usted tiene discapacitación del oído o de la voz, llame al 711."

"Si ou se yon moun ki enfim ki bezwen akomodasyon pou w ka patisipe nan pwosedi sa, ou kalifye san ou pa gen okenn lajan pou w peye, gen pwovizyon pou jwen kèk èd. Tanpri kontakte Germaine English, kòòdonatè pwogram Lwa pou ameriken ki Enfim yo nan Tribinal Konte Palm Beach la ki nan 205 North Dixie Highway, West Palm Beach, Florida 33401; telefòn li se (561) 355 4380 nan 7 jou anvan dat ou gen randevou pou parèt nan tribinal la, oubyen imedyatman apre ou fin resevwa konvokasyon an si lè ou gen pou w parèt nan tribinal la mwens ke 7 jou; si ou gen pwoblèm pou w tande oubyen pale, rele 711."

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: STANDING ORDER ON SPECIALLY SET MOTIONS

CIVIL DIVISION "AA"

_____/

This motion has been specially set by Court Order and cannot be canceled except by further Court Order.

It is the intent of this Court to dispose of the subject matter of the specially set motion on the date and time appearing on the order. Accordingly, counsel must either: (1) argue the motion on the date and time set for the hearing; (2) submit an agreed order disposing of the motion; or (3) show good cause why the hearing should be canceled. Any request to cancel a hearing for good cause shall be made by motion and shall be set for hearing on the Court's Uniform Motion Calendar.

All memoranda and/or case authority shall be delivered to my office and to all parties no later than five business days in advance of the hearing and no sooner than ten days prior to the hearing and should designate the date and time of the hearing which they reference.

DONE AND ORDERED in West Palm Beach, Palm Beach County, Florida this 4th day of September, 2012.

JUDGE GLENN D. KELLEY
CIRCUIT COURT JUDGE

IN THE CIRCUIT COURT OF THE FIFTEENTH
JUDICIAL CIRCUIT OF FLORIDA, IN AND FOR
PALM BEACH COUNTY, FLORIDA

CASE NO.: 50 2012CA013933 XXXX(MB) (AA)

WILLIAM E. STANSBURY, an individual,

Plaintiff,

v.

TED S. BERNSTEIN, an individual,
SIMON L. BERNSTEIN, an individual,
LIC HOLDINGS, INC., a Florida
Corporation, **ARBITRAGE**
INTERNATIONAL MARKETING, LLC, a
Florida Corporation f/k/a **ARBITRAGE**
INTERNATIONAL HOLDINGS, LLC.,

Defendants.

NOTICE OF HEARING
(Motion Calendar)

YOU ARE HEREBY NOTIFIED that we shall call up for hearing before the **Honorable Glenn Kelley,** one of the Judges of the above-styled Court, **at the Palm Beach County Courthouse, 205 North Dixie Highway, Courtroom 11A, West Palm Beach, Florida 33401** on **March 25, 2013 at 8:45 a.m.**, or as soon thereafter as we may be heard:

GREENBERG TRAURIG, P.A.'S MOTION FOR LEAVE TO WITHDRAW

I hereby certify that: (a) I have made a good faith attempt to resolve this matter prior to my attending any hearing on these motions, and (b) the issues before the Court may be heard and resolved by the Court within the time allotted.

PLEASE BE GOVERNED ACCORDINGLY.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Krista Garber, ADA Coordinator, in the Administrative Office of the Court, Palm Beach County Courthouse, 205 North Dixie Highway, Room 5.2500, West Palm Beach, Florida 33401; telephone number (561) 355-4380 within two (2) working days of your receipt of this [describe notice]; if you are hearing or voice impaired, call 1-800-955-8770.

FTL 109132588v1 141289.010100

Respectfully Submitted,

GREENBERG TRAURIG, P.A.
401 East Las Olas Boulevard
Suite 2000
Ft. Lauderdale, Florida 33301
Telephone: (954) 768-5201
Telefax: (954) 765-1477

By: _____
JON L. SWERGOLD
Florida Bar No. 108510

Attorneys for Ted S. Bernstein, LIC Holdings, Inc. and Arbitrage International Marketing, LLC f/k/a Arbitrage International Holdings, LLC

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that a true and correct copy of the foregoing has been sent via e-mail on this 18th day of March, 2013, to:

Peter M. Feaman, Esq.
Kenneth D. Stern, Esq.
3615 W. Boynton Beach Blvd.
Boynton Beach, FL 33436
service@feamanlaw.com; mkoskey@feamanlaw.com

Mark R. Manceri, Esq.
Mark R. Manceri, P.A.
2929 E. Commercial Blvd., Ste. 702
Fort Lauderdale, FL 33308
mrmlaw@comcast.net; mrmlaw1@gmail.com

Ted S. Bernstein
LIC Holdings, Inc.
Arbitrage International Marketing, LLC
950 Peninsula Corporate Circle
Suite 3010
Boca Raton, FL 33487

_____
JON L. SWERGOLD

FTL 109132588v1 141289.010100

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,

Plaintiff,

vs.

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as Co-Personal Representatives of the ESTATE OF SIMON L. BERNSTEIN and as Co-Trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,

Defendants.
_____/

CIVIL DIVISION

CASE NO: 502012CA013933 MB AA

DIVISION: KELLEY

MOTION TO DISMISS COUNTS III, V, VII AND VIII OF THE AMENDED COMPLAINT

COME NOW, Defendants, Donald R. Tescher and Robert L. Spallina, as Co-Personal Representatives of the Estate of Simon L. Bernstein, by and through their undersigned counsel and hereby files this their Motion to Dismiss Counts III, V, VII and VIII of the Amended Complaint pursuant to Florida Rules of Civil Procedure 1.140 and 1.130 and in support thereof state, as follows:

INTRODUCTION

1. This Motion will only address Counts III, V, VII and VIII of the Plaintiff's Amended Complaint dated February 12, 2013, as those are the only Counts with allegations

MARK R. MANCERI, P.A.● 2929 East Commercial Blvd.● Suite 702 ● Fort Lauderdale, FL 33308 ● (954) 491-7099

directed against the moving Defendants directed toward Simon L. Bernstein.

2. The Plaintiff's original Complaint dated July 30, 2012 may also be referred to herein as the "Pending Action".

I. COUNT III - BREACH OF FIDUCIARY DUTY

1. The Plaintiff's allegations in Court III are based on the premise that he was owed a fiduciary duty by Simon Bernstein as a result of being, at all material times, a shareholder of LIC Holdings. See paragraph 48 of the Amended Complaint.

3. However, the Plaintiff fails to attach any document as an Exhibit to the Amended Complaint evidencing an ownership interest of any kind in LIC Holdings.

4. Florida Rule of Civil Procedure 1.130(a) reads, as follows:

> (a) **Instruments Attached**. All bonds, notes, bills of exchange, contracts, accounts, or documents upon which action may be brought or defense made, or a copy thereof or a copy of the portions thereof material to the pleadings, shall be incorporated in or attached to the pleadings. No papers shall be unnecessarily annexed as exhibits. The pleadings shall contain no unnecessary recitals of deeds, documents, contracts, or other instruments. (emphasis added).

A copy of Florida Rule of Civil Procedure 1.130 is attached hereto as Exhibit "A" and incorporated hereto by reference.

5. As the Plaintiff has failed to attach any paper or other document to the Amended Complaint to substantiate his alleged shareholder status in LIC Holdings, a Florida Corporation there can be no cause of action against the moving Defendants for a breach of fiduciary duty.

6. As such, Count III must be dismissed for failure to state a cause of action.

II. COUNT V - CONVERSION

1. On November 6, 2012, the Plaintiff filed his Statement of Claim in the Estate of Simon Bernstein, pending in Palm Beach County, Florida. Exhibit "A" to the Statement of Claim is a copy of the Plaintiffs then pending Complaint and Jury Demand (identified as the "Pending Action") filed by the Plaintiff on July 30, 2012. A copy of the Statement of Claim (w/Exhibit "A" thereto) is attached hereto as Exhibit "B" and incorporated herein by reference.

3. Paragraph 3 of the Statement of Claim expressly states, "The amount of the Claim is in excess of 2.5 million dollars, which the Claimant is entitled to recover **under the claims set forth in the Complaint**..." (emphasis added).

4. As can be seen, the Pending Action does not contain a Count for Conversion.

5. Florida Statute 733.703(1) clearly states that, "no additional charge may be imposed by a Claimant who files a claim against the estate." A copy of Florida Statute 733.703 is attached hereto as Exhibit "C" and incorporated herein by reference.

6. As such, the Plaintiff cannot now bring an action for Conversion against the moving Defendants as he is limited to the claims in the Pending Action, incorporated by reference into his Statement of Claim.

7. Based on the foregoing, Count V of the Amended Complaint must be dismissed for failure to state of cause of action.

COUNT VII - EQUITABLE LIEN

1. Count VIII of the Pending Action is also titled "Equitable Lien", comprised of

paragraphs 59 through 61.

2. Paragraph 59 of the Pending Action refers to paragraphs 54 through 58, inclusive.

3. Paragraphs 54 through 58 of the Pending Action are part of Count VII, titled "Fraud", (against all Defendants).

4. While the Amended Complaint does include Count VI, titled "Fraud in the Inducement" against Ted Bernstein and LIC Holdings Inc., it does not contain a Count for Fraud against the moving Defendants.

5. As a result and to the extent Count VII of the Amended Complaint is based, in whole or in part, on an alleged Fraud, it cannot now be raised against the moving Defendants.

6. Additionally and more significantly, Count VII of the Pending Action is directed solely to "bank" or other "accounts" into which commissions were allegedly deposited.

7. However, Count VII of the Amended Complaint goes beyond such accounts and requests an equitable lien against three (3) parcels of real property located in Palm Beach County, Florida. See paragraphs 75, 76 and 77 of the Amended Complaint.

8. Florida Statute 733.703(1) clearly states that "no additional charge may be imposed by a Claimant who files a claim against the estate."

9. As such, the Plaintiff cannot now bring an action for an Equitable Lien against the referenced parcels of real property, as he is limited to the claims in the Pending Action incorporated by reference into his Statement of Claim.

10. Based on the foregoing, Count VII of the Amended Complaint must be dismissed

for failure to state a cause of action.

COUNT VIII - CONSTRUCTIVE TRUST

1. Count VIII of the Amended Complaint also refers to the same three (3) parcels of real property located in Palm Beach County, Florida which were not part of the Plaintiff's allegations in the Pending Action incorporated by reference into his Statement of Claim.

2. Count X of the Pending Action is titled "Constructive Trust", is comprised solely of paragraphs 66 through 68.

3. Paragraphs 67 and 68 refer to "bank" or "other accounts" into which commissions were deposited. There is no allegation of any kind directed to any parcel of real property.

4. Florida Statute 733.703(1) clearly states that "no additional charge may be imposed by a Claimant who files a claim against the Estate."

5. As such, the Plaintiff cannot now bring an action for a Constructive Trust against the three (3) parcels of real property referenced in Count VIII of the Amended Complaint, as he is limited to the claims in the Pending Action incorporated by reference into his Statement of Claim.

6. Based on the foregoing, Count VIII of the Amended Complaint must be dismissed for failure to state a cause of action.

CASE NO: 502012CA013933 MB AA

GENERAL PRAYER FOR ATTORNEY'S FEES AND COSTS

Defendants, Donald R. Tescher and Robert L. Spallina, as Co-Personal Representatives of the Estate of Simon L. Bernstein, hereby requests an award of attorney's fees and costs pursuant to Florida Statutes 733.106 and 733.609 and/or Florida decisional case law, and that same be taxed against the Plaintiff.

MARK R. MANCERI, P.A.
Attorney for Donald R. Tescher and Robert L. Spallina, as Co-Personal Representatives
2929 East Commercial Blvd., Suite 702
Ft. Lauderdale, FL 33308
Telephone: (954) 491-7099
E-mail: mrmlaw@comcast.net
mrmlaw1@gmail.com

By: _____
Mark R. Manceri, Esq.
Florida Bar No. 444560

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by e-mail to the designated address(es) and U.S. mail to all parties on the following Service List, this 18th day of March, 2013.

_____
Mark R. Manceri, Esq.

SERVICE LIST

Peter M. Feaman, Esq.
Peter M. Feaman, P.A.
3615 West Boynton Beach Blvd.
Boynton Beach, Florida 33436

Jon Swergold, Esq.
Greenberg Traurig, P.A.
401 East Las Olas Blvd., Suite 2000
Fort Lauderdale, Florida 33301

Rule 1.130. Attaching Copy of Cause of Action and Exhibits

(a) Instruments Attached. All bonds, notes, bills of exchange, contracts, accounts, or documents upon which action may be brought or defense made, or a copy thereof or a copy of the portions thereof material to the pleadings, shall be incorporated in or attached to the pleading. No papers shall be unnecessarily annexed as exhibits. The pleadings shall contain no unnecessary recitals of deeds, documents, contracts, or other instruments.

(b) Part for All Purposes. Any exhibit attached to a pleading shall be considered a part thereof for all purposes. Statements in a pleading may be adopted by reference in a different part of the same pleading, in another pleading, or in any motion.

Amended July 16, 1992, effective Jan. 1, 1993 (604 So.2d 1110).

EXHIBIT "A"

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT OF FLORIDA, IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: **Case No. 502012CP004391XXXXSB**

ESTATE OF SIMON BERNSTEIN,
Deceased. **Division: IZ**

COPY
SOUTH COUNTY BRANCH OFFICE
ORIGINAL RECEIVED
NOV 06 2012
SHARON R. BOCK
CLERK & COMPTROLLER
PALM BEACH COUNTY

STATEMENT OF CLAIM BY WILLIAM E. STANSBURY

The undersigned hereby presents for filing against the above estate this Statement of Claim and alleges:

1. The basis for the claim is the action pending in Palm Beach County, Florida, *Stansbury v. Bernstein, et. al,* Case No. 502012CA 013933XXXX MB (the "Pending Action"). A true and correct copy of the Complaint filed by claimant that initiated the Pending Action is attached hereto as Exhibit "A" and is hereby incorporated by reference herein (the "Complaint").

2. The name and address of the claimant are William E. Stansbury, 6920 Caviro Lane, Boynton Beach, Florida 33437, and the name and address of the claimant's attorney is set forth below.

3. The amount of the claim is in excess of $2.5 million dollars, which the Claimant is entitled to recover under the claims set forth in the Complaint, which amount the Claimant believes is now due.

4. The claim is contingent or unliquidated and uncertain to the extent that the Claimant's claim is dependent on the outcome of the Pending Action. The specific amount of Claimant's claim will be determined in Pending Action and the Claimant expects to recover in excess of $2.5 million dollars in damages, as well as, but not limited to, treble damages, pre-judgment and post-judgment interest, and costs.

5. The claim is not secured.

[Signature page follows this page]

— EXHIBIT "B" —

Under penalties of perjury, I declare that I have read the foregoing, and the facts alleged are true, to the best of my knowledge and belief.

Signed on November 6, 2012.

William E. Stansbury, Claimant

Attorneys for Claimant

Peter M. Feaman, Esq.
Florida Bar No.: 260347
PETER M. FEAMAN, P.A.
3615 West Boynton Beach Blvd.
Boynton Beach, FL 33436
Phone: (561) 734-5552
Facsimile: (561) 734-5554
Primary Electronic Mail Address:
pfeaman@feamanlaw.com

Copy mailed to attorney for Personal Representative on 11/7 2012.

MUST BE FILED IN DUPLICATE

IN THE CIRCUIT COURT OF THE FIFTEENTH
JUDICIAL CIRCUIT OF FLORIDA, IN AND FOR
PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,
Plaintiff,
vs. Case No. 50 2012 CA013933XXXXMB

TED S. BERNSTEIN;
SIMON BERNSTEIN;
LIC HOLDINGS, INC.; and
ARBITRAGE INTERNATIONAL
MANAGEMENT, L.L.C., f/k/a
ARBITRAGE INTERNATIONAL
HOLDINGS, L.L.C.,
Defendants.
_____/

COPY
RECEIVED FOR FILING
JUL 30 2012
SHARON R. BOCK
CLERK & COMPTROLLER
CIRCUIT CIVIL DIVISION

COMPLAINT
And JURY DEMAND

WILLIAM STANSBURY (PLAINTIFF"), by and through his undersigned co-counsel, hereby demanding trial by jury of all issues so triable, hereby sues the Defendants, and says

1. This is an action for money damages in excess of $15,000, and for equitable relief.

2. Plaintiff is *sui juris*, and a resident of Palm Beach County, Florida.

3. Defendants TED S. BERNSTEIN ("TED BERNSTEIN"), and SIMON BERNSTEIN are both *sui juris*, and are both residents of Palm Beach County, Florida.

4. The corporate Defendants, LIC HOLDINGS, INC.; and ARBITRAGE INTERNATIONAL MANAGEMENT, L.L.C., f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, L.L.C., are entities organized and existing under the laws of the State of Florida, all do business in the State of Florida and all have their principal offices in the State of Florida, and in Palm Beach County, Florida.

5. Defendants SIMON BERNSTEIN and TED BERNSTEIN (collectively "Defendants

BERNSTEIN") are, respectively, one another's father and son. They both own and control all of the corporate Defendants, and work closely together with respect thereto. In all matters involved herein, they worked closely together and were virtually one another's alter egos.

7. The acts and incidents giving rise to these causes of action occurred in Palm Beach County, Florida.

Background

8. Plaintiff has worked in the insurance field virtually all his adult life, and by 2003 had become well-known and highly regarded by major insurance companies, their principals, and by others throughout the insurance industry, at all levels thereof, as well as by professionals, including attorneys, CPAs, financial advisors, wealth managers and others who were involved in serving, or otherwise dealing with, insurers and insurance brokers.

9. SIMON BERNSTEIN dealt at high levels of the insurance industry, and specialized in developing and marketing insurance concepts suitable for persons of high net worth to incorporate in their wealth management and estate planning.

10. TED BERNSTEIN was actively involved in selling life insurance products in conjunction with attorneys, CPAs and other professionals, to be incorporated into clients' financial planning.

11. In 2003, TED BERNSTEIN approached Plaintiff, urging Plaintiff to spearhead the marketing of a unique insurance concept ("the said concept"), newly developed by a prominent law firm, which was designed for use in the financial and estate planning of wealthy individuals.

12. TED BERNSTEIN told Plaintiff that he knew of Plaintiff's knowledgeability, and reputation in the insurance and related industries and professions, and that Plaintiff was skilled

at, and accustomed to, speaking and marketing insurance products to large groups of professionals, and that he realized that Plaintiff, because of his knowledgeability, reputation and abilities, would be ideal to market this concept nationwide, through prominent and experienced professionals..

13. SIMON BERNSTEIN proposed that Plaintiff work as an independent contractor for the Corporate Defendants, marketing the product to the above-described He offered Plaintiff an arrangement whereby Plaintiff would receive twenty percent (20%) of all net retained amounts of commissions received from insurance companies and general agents' overrides (hereinafter, "commissions") which chose to issue policies of the type to be marketed, for use in the said financial and estate planning, and all other sales by the companies. Plaintiff would receive no other salary remuneration, but would have his travel and marketing expenses advanced or reimbursed. In time, when Plaintiff agreed to become an employee rather than an independent contractor, he agreed to a salary of the equivalent of 15% of commissions received on all products.

14. After reviewing the concept and considering the terms of the arrangement offered by SIMON BERNSTEIN, Plaintiff agreed with BERNSTEIN to accept the proposal described in preceding paragraph 13, and all the parties proceeded to act in accordance therewith.

15. Thereafter, Plaintiff worked with diligence and skill, traveling throughout the United States, generating ever increasing sales, and generating very large commissions for Defendants and for Plaintiff, who received the agreed salary equal to 15% thereof. By 2006, the parties hereto began receiving checks, not only for commissions on new policies sold, but also renewal commissions. Initially, the Plaintiff and Defendants BERNSTEIN, and one secretary, comprised the entire workforce. At the height of the sales campaign, Defendants' staff for serving the

business generated by Plaintiff consisted of more than 40 individuals.

16. In 2005, the Plaintiff was paid his commissions in the form of two IRS forms 1099, from National Services Association, and from Defendant ARBITRAGE INTERNATIONAL MARKETING, INC. for his services as an independent contractor.

17. In 2006, Plaintiff received his agreed salary as an employee, reflected in two IRS forms W-2,. One W-2 was from ARBITRAGE INTERNATIONAL MARKETING, INC., and the other was from ARBITRAGE INTERNATIONAL HOLDINGS, INC., which later became Defendant ARBITRAGE INTERNATIONAL MANAGEMENT, INC.

18. Also in 2006, SIMON BERNSTEIN told Plaintiff that Plaintiff, was being rewarded for the explosive growth of business, through receiving a 10% interest in LIC.

19. In 2007, Plaintiff received his agreed salary as an employee, which salary was reflected in an IRS Form W-2.

20. With the economic downturn in 2008, Defendants looked for ways to withhold from Plaintiff compensation to which he was entitled, and to deceive him into believing that the money which would have been paid to both Defendants as well as to Plaintiff as compensation, was instead being held in the company's coffers.

21. In order to hide from Plaintiff the real fact that Defendants were paying to Defendants BERNSTEIN the full earnings received as commissions, and thereby depriving Plaintiff of the 15% thereof to which he was entitled, they knew they had to terminate Plaintiff's function of calculating each person's entitlement to payment out of commissions received. Therefore, in early 2008, SIMON BERNSTEIN told Plaintiff that the Defendants BERNSTEIN felt that Plaintiff was spending too much time on making the said calculations, and that Plaintiff's time would be better spent in building the business. SIMON BERNSTEIN told

Plaintiff that he and TED BERNSTEIN had decided to pay themselves and Plaintiff identical salaries of not less than $1,000,000 each for 2008, and to distribute any profits beyond the total thus paid to the three owners, the Defendants BERNSTEIN and Plaintiff, according to their respective percentages of ownership, Plaintiff's share being 10%. Plaintiff, having thus far believed he was receiving whatever compensation he was entitled to, and having no reason to realize that this was a ruse to keep him in the dark as to the true state of affairs, readily acceded to his being relieved of the bookkeeping duties regarding calculating the disposition of moneys received.

22. Through misrepresentations made from 2008 through the date of filing of this Complaint, Defendants knowingly made false statements to Plaintiff to hide their scheme to withhold from Plaintiffs money to which he was entitled. For example, at times they claimed that money being received was not being paid as salary or distributions to either of Defendants BERNSTEIN but was being withheld and placed in company accounts, for eventual distribution. As Plaintiff and Defendants could afford to wait until year's end to be paid their distributions, and as Defendants BERNSTEIN assured Plaintiff that the payment arrangement would apply to all three equally, Plaintiff did not question the truthfulness of their representations..

23. In furtherance of their scheme to deprive Plaintiff of salary he had earned and to which he was entitled, Defendants intercepted mail addressed to Plaintiff, removed therefrom commission checks representing full commissions, deposited the same to their own accounts or otherwise converted the funds,, and willfully withhold from Plaintiff his salary. Defendants BERNSTEIN also opened Plaintiff's mail containing checks payable to him which were unrelated to Defendants' business.

24. In 2011, the Defendants BERNSTEIN decided to deceive Plaintiff into giving up

his 10% share in the business. Although he had never seen a stock certificate, Plaintiff had in fact been given K-1 statements reflecting his salary, which appeared to approximate 10% of the net profits or losses of LIC, after salary was paid. TED BERNSTEIN told Plaintiff that their accountants had discovered a taxable event which could cause all the owners of the company to have to pay taxes, and that they thought it would be unfair for Plaintiff to have to pay 10% of that tax, so TED BERNSTEIN promised that if Plaintiff would sign a paper ceding his 10% interest, TED BERNSTEIN would simply hold it and it would not become operative unless the tax liability came to exist. Plaintiff was assured that nothing would happen with the stock ownership until Plaintiff and the Defendants BERNSTEIN discussed the situation further after the Holiday Season.

25. Because of the misrepresentations, willful concealments of material facts, duplicity and deceit practiced by Defendants upon Plaintiff as described in preceding paragraphs 20 through 24, Plaintiff was reasonably of the belief that Defendants had complied , or intended to comply, with their material obligations to Plaintiff under the contract between them, and therefore was prevented from knowing, for a period of years, that these causes of action existed. The acts of Defendants in making false statements and withholding material information continues from its inception to the date of the filing hereof.

I. ACCOUNTING
(Against LIC and ARBITRAGE, for Accounting as to Withholding of Money Due Plaintiff)

26. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 24, inclusive.

27. The relationship between Plaintiff and the Defendants, particularly as affected by

Defendants' acts described in preceding paragraphs 20 through 25, inclusive, created a situation where Defendants had sole access to, receipts generated by Plaintiff's efforts, and to books and records reflecting said receipts and the other information from which can be calculated all moneys due to Plaintiff under his arrangement with Defendants.

28. The period of time during which Plaintiff has been deprived of moneys due him spans approximately four and a half years, the numerosity of the sources of receipts by Defendants of moneys from which the amounts due Plaintiff may be calculated, and the changes in the formula under which, and manner in which, Plaintiff was to be paid, all involve extensive and complicated accounts, and Plaintiff's remedy at law could not be as full, adequate and expeditious as it is in equity.

WHEREFORE, Plaintiff prays for an adjudication of Plaintiff's right to a full and complete accounting from Defendants, and for such orders of Court as will require the Defendants to provide Plaintiff with all records and copies of documents, dated from the date in 2003 when Plaintiff first began his efforts to generate sales of the concept described in paragraph 11 above to the present, as will reveal his right to, and the amount of, all amounts: (a) received as commissions on said concepts or any other commissions as to which Plaintiff was entitled to a share; (b) due to Plaintiff, whether paid or not; (c) paid to Plaintiff, whether for commissions, salary, distributions, expenses or any other reason; (d) paid to each of the Defendants out of moneys received as commissions; (e) deposits of any and all moneys received as commissions by any Defendants to any accounts, including the name of the entity whose account was involved, the number(s) of each such account; the address of the branch or other facility through which any Defendant dealt with such entity; (f) calculations as to moneys paid , to be paid, or not to be paid to Plaintiff, together with such other and further relief as the Court may deem just

and appropriate.

II. ACCOUNTING
(Against TED S. BERNSTEIN and SIMON BERNSTEIN, for Accounting as to Money Due to Plaintiff Which Said Defendants Converted)

29. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 24, inclusive.

30. The relationship between Plaintiff and the Defendants, particularly as affected by Defendants' acts described in preceding paragraphs 20 through 25, inclusive, created a situation where Defendants had sole access to, receipts generated by Plaintiff's efforts, and to books and records reflecting said receipts and the other information from which can be calculated all moneys due to Plaintiff under his arrangement with Defendants.

31. The period of time during which Plaintiff has been deprived of moneys due him spans approximately four and a half years, the numerosity of the sources of receipts by Defendants of moneys from which the amounts due Plaintiff may be calculated, and the changes in the formula under which, and manner in which, Plaintiff was to be paid, all involve extensive and complicated accounts, and Plaintiff's remedy at law could not be as full, adequate and expeditious as it is in equity.

WHEREFORE, Plaintiff prays for an adjudication of Plaintiff's right to a full and complete accounting from Defendants, and for such orders of Court as will require the Defendants to provide Plaintiff with all records and copies of documents, dated from the date in 2003 when Plaintiff first began his efforts to generate sales of the concept described in paragraph 11 above to the present, as will reveal his right to, and the amount of, all amounts: (a) received as commissions on said concepts or any other commissions as to which Plaintiff was entitled to a

share; (b) due to Plaintiff, whether paid or not; (c) paid to Plaintiff, whether for commissions, salary, distributions, expenses or any other reason; (d) paid to each of the Defendants out of moneys received as said commissions; (e) deposits of any and all moneys received as commissions by any Defendants to any accounts, including the name of the entity whose account was involved, the number(s) of each such account; the address of the branch or other facility through which any Defendant dealt with such entity; (f) calculations as to moneys paid , to be paid, or not to be paid to Plaintiff, together with such other and further relief as the Court may deem just and appropriate.

III. BREACH OF ORAL CONTRACT
(Against All the Defendants)

32. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 24, inclusive.

33. The arrangement between Plaintiff and Defendants as described in paragraphs 11 and 13 above, and as modified by the parties as further described above, constituted a contract between them.

34. An express term of that contract involved the commitment of Defendants to calculate, and to pay to Plaintiff, fully and timely, all sums due to him under the parties' contract, whether as commissions, salary, distributions, expenses or any other reason

35. The parties initially performed the duties required of them under said contract.

36. However, as described above in paragraphs 20 through 25, inclusive, Defendants willfully and maliciously agreed to breach their contract with Plaintiff by withholding from Plaintiff moneys due him under the contract.

37. Defendants did withhold such moneys due Plaintiff.

38. The withholding of such moneys constituted a material breach of the contact between Plaintiff and Defendants.

39. There is therefore due to Plaintiff from Defendants all amounts due under said contract, together with prejudgment and post-judgment interest on said amounts.

WHEREFORE, Plaintiff prays for judgment against Plaintiffs, jointly and severally, for the full amount of moneys due to Plaintiff under the terms of their contract, including agreed-upon modifications thereof, together with prejudgment and post-judgment interest on said amounts, together with such other and further relief as the Court may deem just and appropriate.

IV. BREACH OF IMPLIED COVENANT Of GOOD FAITH and FAIR DEALING

40. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 24, inclusive, and paragraphs 33 through 38, inclusive.

41. The said contract, as a matter of law, contained an implied covenant of good faith and fair dealing, obligating the parties to honor every express term of the agreement..

42. Among the express terms of the oral contract between the parties were (a) that Plaintiff would be constantly apprised, either through being permitted to calculate all amounts due the Defendants out of commissions, or through being advised of all receipts of commissions and the disposition thereof, or the amounts due to Plaintiff for any reason under the terms of the contract; and (b) that Plaintiff would be fully and promptly paid all such amounts due him.

43. Through their actions as described in preceding paragraphs 20 through 25, inclusive, the Defendants willfully breached the said express of the contract.

WHEREFORE, Plaintiff prays for judgment against Plaintiffs, jointly and severally, for

the full amount of moneys due to Plaintiff under the terms of their contract, including agreed-upon modifications thereof, together with prejudgment and post-judgment interest on said amounts, together with such other and further relief as the Court may deem just and appropriate.

V. BREACH OF FIDUCIARY DUTY

41. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 24, inclusive.

42. Plaintiff reposed full confidence in the defendants BERNSTEIN, and trusted them and relied on them to be as good as their word and to deal honestly with him, for a variety of reasons. Plaintiff knew of SIMON BERNSTEIN as a major figure in the insurance industry, prior to their becoming parties to the agreement involved herein. Moreover, Plaintiff and the Defendants BERNSTEIN had formed a social relationship which had grown into what Plaintiff regarded as friendship. Moreover, as the initial situation under their contractual relationship had Plaintiff receiving all information as to commissions received and calculating the amount of money due to Plaintiff and the Defendants BERNSTEIN, as ,mentioned in preceding paragraphs 21 and 22, and also because Plaintiff was told he had been given a minority shareholder interest in LIC, Plaintiff reasonably felt that the Defendants would deal with Plaintiff honestly and fairly, and that the Defendants had no intention of hiding from Plaintiff any information as to the amounts due Plaintiff or as to the Defendants' intention of paying said amounts to Plaintiff

43. Moreover, when Defendants proposed to Plaintiff that Plaintiffs cease being the one to calculate moneys due the parties out of commissions received, the Plaintiff trusted Defendants to make proper, accurate and complete calculations, as Plaintiff had done, and to pay Plaintiff accordingly.

44. Furthermore, when Defendants BERNSTEIN made statements to Plaintiff as to why payments due him were not being paid, as described, for example, in preceding paragraphs 22 through 25, inclusive, and 42, he trusted Defendants to be telling Plaintiff the truth,

45. As a result of the foregoing, a fiduciary relationship existed between Defendants BERNSTEIN and Plaintiff, and there existed in Plaintiff complete confidence and trust in the said Defendants, of which confidence and trust said Defendants were well aware.

46. Defendants BERNSTEIN accepted the trust which Plaintiff reasonably placed in them.

47 Through Defendants' willful misrepresentations and withholding of material information as to their intentions and the purposes for which Plaintiff's payments were not being paid, and through their diversion from Plaintiff of amounts which should have been paid to him, Defendants abused and betrayed Plaintiff's trust and confidence in them, to Plaintiff's great detriment, in that he has been deprived of the said amounts due him, the precise amount of which cannot be calculated without access to Defendants' books and records, and a full accounting by them.

WHEREFORE, Plaintiff prays for judgment against Plaintiffs, jointly and severally, for the full amount of moneys due to Plaintiff under the terms of their contract, including agreed-upon modifications thereof, together with prejudgment and post-judgment interest on said amounts, together with such other and further relief as the Court may deem just and appropriate.

VI. CIVIL THEFT
Against All Defendants

48. This is an action for Civil Theft under Chapter 772, Florida Statutes, more

specifically §772.11, Fla.Stats.

49. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 24, inclusive.

50. All funds which Defendants' records will reveal are due to Plaintiff but which have been deposited to any of the Defendants' accounts or which have been received by any Defendant or diverted by any Defendant to any recipient but Plaintiff are the specific funds to which this Count relates.

51. By refusing to pay to Plaintiff funds due him under their agreement, and by paying said sums to themselves or to others, Defendants have been guilty of criminal theft by conversion, which has been and continues to be performed by Defendants with the criminal intent of stealing his money and depriving him of the possession and use thereof.

52. Written demand for payment of all amounts due Plaintiff has been made to Defendants, more than 30 days preceding the filing of this Complaint, to no avail.

WHEREFORE, Plaintiff prays for judgment against Plaintiffs, jointly and severally, for three times the full amount of moneys due to Plaintiff under the terms of their contract, including agreed-upon modifications thereof, together with prejudgment and post-judgment interest on said amounts, and such other remedies as may be awarded Plaintiff under other Counts herein, together with such other and further relief as the Court may deem just and appropriate, together with such other and further relief as the Court may deem just and appropriate.

VII. FRAUD
(Against All Defendants)

53. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated

herein, preceding paragraphs 1 through 24, inclusive.

54. Defendants, with the intent to defraud Plaintiff by preventing his receipt of moneys due him from Defendants as commissions, salary, distributions, expenses, and otherwise, made false statements to him and withheld material information from him, all as specifically set forth in preceding paragraphs 20 through 24 above.

55. At the time said statements were made, Defendants knew that they were material and false, and that Plaintiff would rely thereon. At the time said material information was withheld from Plaintiffs, Defendants knew that the information being withheld was material, and that the withholding of the information would cause Plaintiff to rely on the absence of said information

56. Defendants intended for Plaintiff to rely on said false statements of material fact and to rely on the absence of the material facts which were withheld.

57. Plaintiff did rely on the false statements and the withholding of material information, and was damaged thereby. Through the loss the possession and use of moneys due him but withheld by Defendants under their scheme to defraud him of said money.

58. The behavior of Defendants in deceiving Plaintiff and in abusing the trust they had engendered in Plaintiff, as set forth in preceding paragraphs 42 through 47, which are incorporated herein by reference as if expressly restated herein, was in willful and conscious disregard of his rights, and was of such a concerted, premeditated, and outrageous nature as to go beyond the bounds of decency, and constituted rampant fraud.

WHEREFORE, Plaintiff prays for judgment against Plaintiffs, jointly and severally, for the full amount of moneys due to Plaintiff under the terms of their contract, including agreed-upon modifications thereof, together with prejudgment and post-judgment interest on said amounts, together with such other and further relief as the Court may deem just and appropriate.

VIII. EQUITABLE LIEN

59. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 24, inclusive, and paragraphs 54 through 58, inclusive.

60. The bank accounts into which any of the commissions received by Defendants as to which Plaintiff was to receive a share of commissions received, and the operating accounts and other accounts of the corporate Defendants into which said commission checks were deposited were intended by Defendants and by Plaintiff to be the source out of which Plaintiff would be paid, and they therefore were intended to be, and therefore should be, charged by this Court with the obligation of being the source of all amounts Plaintiff was and is to be paid, including amounts not yet paid.

61. Any and all other accounts into which were deposited said commissions or any part thereof, out of which Plaintiff was to be paid, should, out of general considerations of right and justice as applied to the relations of the parties and the circumstances of their dealings, be charged with the obligation of paying Plaintiff.

WHEREFORE, Plaintiff prays for judgment against Plaintiffs, jointly and severally, for the full amount of moneys due to Plaintiff under the terms of their contract, including agreed-upon modifications thereof, together with prejudgment and post-judgment interest on said amounts. Plaintiff further prays for the Court to declare and establish an equitable lien in favor of Plaintiff on all the accounts described in preceding paragraphs 60 and 61, and for all other accounts into which said commissions have been or will be wholly or partly diverted, and on all assets of Defendants or third parties which have been purchased wholly or partly with the

diversion of said funds due Plaintiff. Plaintiff further prays for such other and further relief as the Court may deem just and appropriate.

IX. CONTRACT IMPLIED IN LAW

62. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 25, inclusive.

63. By keeping the moneys due Plaintiff, Defendants have been unjustly enriched.

64. By agreeing to permit Defendants to receive, possess and control the paperwork revealing commissions received, and by agreeing that Defendants would assume the function of calculating amounts due the parties, Plaintiff conferred on Defendants the benefit of controlling the disposition of the funds received, including those due Plaintiff. The Defendants, having induced Plaintiff to confer said benefit, knew of the benefit and accepted and retained the benefit and abused it to defraud the Plaintiff.

65. The Circumstances are such that it would be inequitable for the Defendants to retain the benefit of the possession and use of funds due Plaintiff

WHEREFORE, Plaintiff prays for judgment that there exists a contract implied in law with the terms against Defendants described above, and for judgment against all Defendants, jointly and severally, for the full amount of moneys due to Plaintiff under the terms of their contract, including agreed-upon modifications thereof, together with prejudgment and post-judgment interest on said amounts, together with such other and further relief as the Court may deem just and appropriate.

X. CONSTRUCTIVE TRUST

66. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 24, inclusive.

67. The bank accounts into which any of the commissions received by Defendants as to which Plaintiff was to receive a share of commissions received, and the operating accounts and other accounts of the corporate Defendants into which said commission checks were deposited were intended by Defendants and by Plaintiff to be the source out of which Plaintiff would be paid, and they therefore were intended to be, and therefore should be, charged by this Court with the obligation of being the source of all amounts Plaintiff was and is to be paid, including amounts not yet paid.

68. Any and all other accounts into which were deposited said commissions or any part thereof, out of which Plaintiff was to be paid, should, out of general considerations of right and justice as applied to the relations of the parties and the circumstances of their dealings, be charged with the obligation of paying Plaintiff.

WHEREFORE, Plaintiff prays for judgment against Plaintiffs, jointly and severally, for the full amount of moneys due to Plaintiff under the terms of their contract, including agreed-upon modifications thereof, together with prejudgment and post-judgment interest on said amounts. Plaintiff further prays for the Court to declare and establish a constructive trust in favor of Plaintiff on all the accounts described in preceding paragraphs 60 and 61, and for all other accounts into which said commissions have been or will be wholly or partly diverted, and on all assets of Defendants or third parties which have been purchased wholly or partly with the diversion of said funds due Plaintiff. Plaintiff further prays for such other and further relief as the Court may deem just and appropriate.

XI. INDEMNIFICATION

69. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 24, inclusive.

70. When Defendants entered the arrangement with Plaintiff described in preceding paragraph 13, SIMON BERNSTEIN, acting for himself and on behalf of the corporate Defendants and TED BERNSTEIN, and for their collective and shared benefit, told Plaintiff that it would be better for the simplicity of administration, if Plaintiff would arrange for all commissions, paid by insurance companies for sales of the said product by the Defendant companies, to be paid in the name of Plaintiff., even though Plaintiff would ultimately receive only 15% thereof.

71. Plaintiff, believing the representation that this was being requested solely to simplify bookkeeping and administration, agreed to receive all commissions in his own name, even though the bulk of each commission would become the property of the various Defendants.

72. At the time Defendants, through SIMON BERNSTEIN, represented to Plaintiff that the reason for their request that Plaintiff receive all commissions solely in his own name was for administrative simplicity, they knew that they had an ulterior motive in making this request. Their said motive was that, in the event any insurance company which had paid a commission for sale of the said product were to request a full refund of the commission on the ground that the insurance client or the broker had falsified the application for the policy, Defendants intended to disclaim liability therefor, and to avoid personal and corporate responsibility for any requests for refund of commissions paid, even though they collectively have received 85% of each such commission.

73. Plaintiff, acting in good faith, did not realize that Defendants were concealing this motive, or that such was their motive, and he reasonably relied on their representations as to the reason for the request, to his detriment.

74. As a direct and proximate result of the Defendants' representations, Plaintiff will have nominal full liability for refund of any commissions thus sought to be refunded as described in preceding paragraph 72. Such liability creates the certainty that requests for refunds will be made solely to Plaintiff, even though Defendants received 85% of the commissions.. Such disproportionate and unfair liability has been caused by the willful misrepresentation by Defendants.

75. Plaintiff was without fault in reasonably relying on the said representations.

76. Defendants were solely at fault in creating the said liability.

77. There was a special relationship between Plaintiff and the Defendants, because Plaintiff was acting as the nominal agent for Defendants in receiving in his name 100% of the commissions, making him vicariously liable for the refund of the 85% of commissions which were retained by Defendants for their own benefit.

78. Moreover, Defendants had ceased to pay Plaintiff any commissions. Instead, as an employee he was now receiving a salary. To reflect Plaintiff's successful generation of Defendants' business, Defendants made Plaintiff's salary approximate 15% of the amount of commissions received. Nonetheless, as Plaintiff was not receiving any share of commissions *per se*, he should not have his indemnification limited to 85%, but rather it should be to the full 100% of all commissions being refunded.

WHEREFORE, Plaintiff prays for a Judgment in his favor, and against all Defendants, Adjudicating them under an obligation to defend, hold harmless and indemnify Plaintiff from

and against refund claims for said commissions, to the extent of 100% thereof, and for such other and further relief as the Court shall deem just and appropriate.

July 30, 2012

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pfeaman@feamanlaw.com

By: _____
Peter M. Feaman
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3615 W. Boynton Beach Blvd.
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Tel: 561-740-1413 Fax: 561-734-5554
kdstern@gmail.com

By: _____
Kenneth D. Stern
Fla. Bar No. 0244929

The Florida Senate

2012 Florida Statutes

733.703 Form and manner of presenting claim.—

(1) A creditor shall file a written statement of the claim. No additional charge may be imposed by a claimant who files a claim against the estate.

(2) Within the time allowed by s. 733.702, the personal representative may file a proof of claim of all claims he or she has paid or intends to pay. A claimant whose claim is listed in a personal representative's proof of claim shall be deemed to have filed a statement of the claim listed. Except as provided otherwise in this part, the claim shall be treated as if the claimant had filed it.

History.—s. 1, ch. 74-106; s. 84, ch. 75-220; s. 5, ch. 81-27; s. 5, ch. 85-79; s. 6, ch. 89-340; s. 147, ch. 2001-226.

Note.— Created from former s. 733.16.

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— **EXHIBIT "C"** —

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,	CIVIL DIVISION
Plaintiff,	FILE NO: 502012CA013933 MB AA
	DIVISION: KELLEY

vs.

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as Co-Personal Representatives of the ESTATE OF SIMON L. BERNSTEIN and as Co-Trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,

Defendants.
_____/

NOTICE OF APPEARANCE

PLEASE TAKE NOTICE that Mark R. Manceri, Esq., of MARK R. MANCERI, P.A., hereby appears as attorney of record on behalf of Donald R. Tescher and Robert L. Spallina, as Co-Personal Representatives of the Estate of Simon L. Bernstein.

MARK R. MANCERI, P.A.● 2929 East Commercial Blvd.● Suite 702 ● Fort Lauderdale, FL 33308 ● (954) 491-7099

502012CA013933 MB AA

MARK R. MANCERI, P.A.
Attorney for Donald R. Tescher and Robert L. Spallina, as Co-Personal Representatives
2929 East Commercial Blvd., Suite 702
Ft. Lauderdale, FL 33308
Telephone: (954) 491-7099
E-mail: mrmlaw@comcast.net
mrmlaw1@gmail.com

By: _____
Mark R. Manceri, Esq.
Florida Bar No. 444560

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by e-mail to the designated address(es) and U.S. mail to all parties on the following Service List, this 5th day of March, 2013.

_____
Mark R. Manceri, Esq.

SERVICE LIST

Peter M. Feaman, Esq.
Peter M. Feaman, P.A.
3615 West Boynton Beach Blvd.
Boynton Beach, Florida 33436

Jon Swergold, Esq.
Greenberg Traurig, P.A.
401 East Las Olas Blvd., Suite 2000
Fort Lauderdale, Florida 33301

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,

Plaintiff,

vs.

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as Co-Personal Representatives of the ESTATE OF SIMON L. BERNSTEIN and as Co-Trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,

Defendants.
_____/

CIVIL DIVISION

FILE NO: 502012CA013933 MB AA

DIVISION: KELLEY

NOTICE OF DESIGNATION OF E-MAIL ADDRESSES

COMES NOW, MARK R. MANCERI, ESQ. of MARK R. MANCERI, P.A. and hereby gives Notice, pursuant to Florida Rule of Judicial Administration 2.516, of the following e-mail addresses for electronic service on or after September 1, 2012:

A. Primary e-mail: mrmlaw@comcast.net

B. Secondary e-mail: mrmlaw1@gmail.com

MARK R. MANCERI, P.A. • 2929 East Commercial Blvd. • Suite 702 • Fort Lauderdale, FL 33308 • (954) 491-7099

FILE NUMBER: 502012CA013933 MB AA

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Attorney for Donald R. Tescher and Robert L. Spallina, as Co-Personal Representatives
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Ft. Lauderdale, FL 33308
Telephone: (954) 491-7099
E-mail: mrmlaw@comcast.net
mrmlaw1@gmail.com

By: _____
Mark R. Manceri, Esq.
Florida Bar No. 444560

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_____
Mark R. Manceri, Esq.

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Boynton Beach, Florida 33436

Jon Swergold, Esq.
Greenberg Traurig, P.A.
401 East Las Olas Blvd., Suite 2000
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IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,

Plaintiff,

vs.

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as Co-Personal Representatives of the ESTATE OF SIMON L. BERNSTEIN and as Co-Trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,

Defendants.
_____/

CIVIL DIVISION

FILE NO: 502012CA013933 MB AA

DIVISION: KELLEY

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PLEASE TAKE NOTICE that Mark R. Manceri, Esq., of MARK R. MANCERI, P.A., hereby appears as attorney of record on behalf of Donald R. Tescher and Robert L. Spallina, as Co-Personal Representatives of the Estate of Simon L. Bernstein.

MARK R. MANCERI, P.A.● 2929 East Commercial Blvd.● Suite 702 ● Fort Lauderdale, FL 33308 ● (954) 491-7099

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Mark R. Manceri, Esq.

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Boynton Beach, Florida 33436

Jon Swergold, Esq.
Greenberg Traurig, P.A.
401 East Las Olas Blvd., Suite 2000
Fort Lauderdale, Florida 33301

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,

Plaintiff,

vs.

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as Co-Personal Representatives of the ESTATE OF SIMON L. BERNSTEIN and as Co-Trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,

Defendants.
_____/

CIVIL DIVISION

FILE NO: 502012CA013933 MB AA

DIVISION: KELLEY

NOTICE OF DESIGNATION OF E-MAIL ADDRESSES

COMES NOW, MARK R. MANCERI, ESQ. of MARK R. MANCERI, P.A. and hereby gives Notice, pursuant to Florida Rule of Judicial Administration 2.516, of the following e-mail addresses for electronic service on or after September 1, 2012:

A. Primary e-mail: mrmlaw@comcast.net

B. Secondary e-mail: mrmlaw1@gmail.com

MARK R. MANCERI, P.A.● 2929 East Commercial Blvd.● Suite 702 ● Fort Lauderdale, FL 33308 ● (954) 491-7099

FILE NUMBER: 502012CA013933 MB AA

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E-mail: mrmlaw@comcast.net
mrmlaw1@gmail.com

By: _____
Mark R. Manceri, Esq.
Florida Bar No. 444560

CERTIFICATE OF SERVICE

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Mark R. Manceri, Esq.

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Peter M. Feaman, Esq.
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Jon Swergold, Esq.
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Fort Lauderdale, Florida 33301

LIMITED RELEASE AGREEMENT

This Release Agreement (the "Agreement") is entered into as of the ____ day of October, 2012, by and between David Kleinhandler ("Kleinhandler") and William W. Brauer ("Brauer"), Cambridge Financing Company ("Cambridge") and the Estate of Simon Bernstein ("Bernstein").

WHEREAS, the parties are defendants in an action filed by Irwin Shapiro in the Circuit Court of Palm Beach County, said action being styled as follows: *Shapiro v. Cambridge Financing Company*, No. 50 2009 CA 034290 XXXX MB (AE) (the "Action");

WHEREAS, the Parties have under separate settlement agreements fully settled any and all claims between themselves and the Plaintiff in the Action, and wish to release each other from any claims they may have against each other relating to the subject matter of the Action, together with any claims which could have been brought in the Action.

NOW, THEREFORE, in consideration of the parties' execution of this Agreement, the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the Parties agree to the following:

1. **Recitals:** The above recitals are true, correct, and incorporated herein.

2. **Mutual Releases:**

   (i) **Release of Cambridge and Bernstein by Kleinhandler and Brauer:** Except for those obligations of Cambridge and Bernstein set forth in this Agreement, Kleinhandler and Brauer for themselves, their heirs, agents, employees, officers, directors, principals, representatives, related companies, affiliates, attorneys, successors and assigns, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby release and forever discharge Cambridge and Bernstein, their heirs, employees, officers, directors, principals, agents, representatives, related companies, affiliates attorneys, successors and assigns from any and all claims, and any and all causes of action, actions, suits, obligations, liabilities, damages, demands, costs, and expenses whatsoever, which they ever had, now have, or which may hereafter accrue in their favor by reason of any matter, cause, or thing whatsoever from the beginning of the world to the day of this release arising from the Action including, but not by way of limitation, any claims brought in the Action, which could have been brought in the Action or which arise from or relate to the policy of life insurance and/or premium financing for such life insurance policy issued upon the life of Irwin Shapiro, which are the subject of the Action.

   (ii) **Release of Kleinhandler and Brauer by Cambridge and Bernstein:** Except for those ongoing obligations of Kleinhandler and Brauer set forth in this

Agreement, Cambridge and Bernstein, for themselves, their heirs, agents, employees, officers, directors, principals, representatives, related companies, affiliates, attorneys, successors and assigns, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby releases and forever discharge Kleinhandler and Brauer, their heirs, employees, officers, directors, principals, agents, representatives, related companies, affiliates, attorneys, successors and assigns from any and all claims, and any and all causes of action, actions, suits, obligations, liabilities, damages, demands, costs, and expenses whatsoever, which Kleinhandler and Brauer ever had, now have, or which may hereafter accrue in their favor by reason of any matter, cause, or thing whatsoever from the beginning of the world to the day of this release arising from the Action including, but not by way of limitation, any claims brought in the Action, which could have been brought in the Action or which arise from or relate to the policy of life insurance and/or premium financing for such life insurance policy issued upon the life of Irwin Shapiro, which are the subject of the Action.

Cambridge Financing Company

By: _____
Its: _____

The Estate of Simon Bernstein

_____
By: Robert A. Spallina, Co-personal representative

_____
By: Donald R. Tescher, Co-Personal Representative

_____
William W. Brauer

_____
David Kleinhandler

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is entered into as of the ___ day of October 2012, by and between Irwin Shapiro ("Shapiro"), Cambridge Financing Company ("Cambridge") and The Estate of Simon Bernstein ("Bernstein") (collectively, the "Parties").

WHEREAS, Shapiro has instituted an action in the Circuit Court of Palm Beach County against Cambridge and Bernstein, said action being styled as follows: *Shapiro v. Cambridge Financing Company*, No. 50 2009 CA 034290 XXXX MB (AE) (the "Action");

WHEREAS, the Parties desire to resolve and fully settle any and all claims brought by and/or against them in the Action, or which could have been brought by and against them in the Action.

NOW, THEREFORE, in consideration of the parties' execution of this Agreement, the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the Parties agree to settle the Action and all potential claims they may have against one another (collectively hereinafter referred to as the "Claims"), on the following terms and conditions:

1. **Recitals:** The above recitals are true, correct, and incorporated herein.

2. **Releases among Defendants.** Cambridge and Bernstein agree to execute and exchange mutual releases with the other defendants in this Action, David Kleinhandler ("Kleinhandler") and William W. Brauer ("Brauer") (Kleinhandler and Brauer are collectively, the "Other Defendants"), in the form of Exhibit A, attached hereto.

3. **Dismissal of Action With Prejudice:** Within three (3) business days of Shapiro's counsel's (Thomas L. David, P.A.) receipt of a fully executed copy of this Agreement, the releases referred to above and the settlement agreement among the Plaintiff and the other Defendants, Shapiro shall file the Joint Stipulation for Dismissal With Prejudice dated June 19, 2012 with the Court in the Action (the "Stipulation"). A copy of the Stipulation is attached as Exhibit B.

4. **Attorneys' Fees And Costs:** The Parties shall bear their own attorneys' fees and costs arising from, related to, and in connection with the Action and any claims and disputes in connection therewith.

5. **Mutual Releases:**

(i) **Release of Cambridge and Bernstein by Shapiro:** Except for those obligations of Cambridge and Bernstein set forth in this Agreement, Shapiro, for himself, his heirs, agents, employees, attorneys, and successors and assigns, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby releases and forever discharges Cambridge and Bernstein, their heirs, employees, directors, agents, representatives, related companies, attorneys and assigns from any and all Claims, and any and all causes of action, actions, suits, obligations, liabilities, damages, demands, costs, and expenses whatsoever, which Shapiro ever had, now has, or which may hereafter accrue in his favor by reason of any matter,

cause, or thing whatsoever from the beginning of the world to the day of this release. This release specifically excludes Shapiro's claims in the Action against David Kleinhandler and William W. Brauer.

(ii) **Release of Shapiro by Cambridge and Bernstein:** Except for those ongoing obligations of Shapiro set forth in this Agreement, Cambridge and Bernstein, for themselves, their agents, employees, attorneys, successors and assigns, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby releases and forever discharges Shapiro, his heirs, employees, directors, agents, representatives, attorneys and assigns from any and all Claims, and any and all causes of action, actions, suits, obligations, liabilities, damages, demands, costs, and expenses whatsoever, which Cambridge or Bernstein ever had, now has, or which may hereafter accrue in his favor by reason of any matter, cause, or thing whatsoever from the beginning of the world to the day of this release.

6. **Covenant Not to Sue:** Shapiro, Cambridge and Bernstein covenant not to sue any of the releasees under Section 4 of this Agreement for any claims that are subject to the mutual releases in Section 4 of this Agreement.

7. **Entire Agreement And Successors In Interest:** It is understood and agreed between the parties hereto that this Agreement contains the entire understanding between the parties with regard to the settlement of the matters set forth herein, and supersedes any and all prior agreements, written or verbal, or any other understandings that may have been had prior hereto between the parties. This Agreement shall be binding on upon and inure to the benefit of the parties respective executors, administrators, personal representatives, heirs, and successors.

8. **Controlling Law:** This Agreement has been entered into in the state of Florida and shall be governed by, construed, and enforced in accordance with the laws of Florida without giving effect to the rules governing conflict of laws.

9. **Attorney Representation/Independent Investigation:** In entering into this Agreement, the parties represent that they have relied upon the legal advice of their respective attorney, who is the attorney of their own choice, and that the terms of this Agreement have been completely read and explained to them by their attorney, and that those terms are fully understood and voluntarily accepted by them. Moreover, each party represents that they have conducted an independent investigation of the facts and law underlying the Action and that no party is relying upon any representation made by any other party other than those incorporated herein. The parties expressly acknowledge that they have had the opportunity to negotiate the terms of this Agreement and that this Agreement shall not be construed against the drafter.

10. **Venue:** Any litigation arising out of, in connection with, or under this Agreement shall be instituted exclusively in the courts of Palm Beach County, Florida. All parties agree that venue shall be proper in that county for all such legal or equitable proceedings.

11. **Effectiveness/Execution In Counterparts/Facsimile-Electronic Signatures:** This Agreement shall become effective immediately upon the execution and delivery hereof by the parties hereto. This Agreement may be executed in counterparts and copies of signatures provided

by facsimile, electronic signatures, or such other similar signatures of any party to this Agreement and to any attachment or exhibit to this Agreement shall have the same force and effect as original signatures.

12. **Modification:** This Agreement cannot be modified orally or in any manner other than by agreement in writing signed by the party against whom enforcement is sought.

13. **Attorneys Fees In Enforcing Agreement:** In the event of any litigation to enforce or interpret this Agreement or any of the terms and/or conditions incorporated herein, the prevailing party to such litigation shall be entitled to recover its reasonable attorneys' fees and costs incurred by it through all trial and appellate levels of litigation from the non-prevailing party.

14. **No Admission of Liability.** Each of the Parties hereby acknowledges and agrees that entry into this Agreement is not intended to be and shall not be deemed an admission of liability or wrongdoing by any of the Parties.

15. **Confidentiality.** The Parties hereto understand and agree that the terms of this Agreement shall be kept confidential and that, absent court order directing disclosure, they will not reveal or cause to be revealed any of these terms to any third party other than their attorneys, immediate family members, accountants and tax professionals or as may be required by law. The Parties and their respective attorneys agree that they will not in any way publicize or cause to be publicized in any news or communications media, including but not limited to, newspapers, magazines, journals, radio or television, the terms and conditions of this Agreement. The Parties further agree not to make any disparaging or derogatory remarks about the other Party to any third parties.

Signed and agreed to as of the date first written above.

_____
By: Irwin Shapiro
Date: October __, 2012

The Estate of Simon Bernstein

_____
By: Robert L. Spallina, Co-Personal Representative

_____
By: Donald R. Tescher, Co-Personal Representative
Date: October 10, 2012

Cambridge Financing Company

_____
By: _____
Its: _____
Date: October __, 2012

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,
Plaintiff,

CASE NO: **50 2012 CA 013933 MB AA**

v.

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN and as co-trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,
Defendants.
_____/

AMENDED COMPLAINT

WILLIAM E. STANSBURY, by and through undersigned counsel, sues the Defendants and states:

1. This is an action for money damages in excess of $15,000, and for equitable relief.

2. Plaintiff (hereinafter referred to as "STANSBURY") is *sui juris*, and a resident of Palm Beach County, Florida.

3. Defendant TED S. BERNSTEIN ("TED BERNSTEIN"), is *sui juris*, and a resident of Palm Beach County, Florida.

4. SIMON L. BERNSTEIN ("SIMON BERNSTEIN") died on or about September 13, 2012, after the filing of the initial Complaint in this action. At the time of his death, SIMON BERNSTEIN was *sui juris*, and was a resident of Palm Beach County, Florida. Defendants

2/12/13

Donald R. Tescher and Robert L. Spallina are serving as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN (the "ESTATE")which ESTATE is presently open and pending in the Palm Beach County Circuit Court, *In re: Estate of Simon L. Bernstein*, Case No. 502012CP004391XXXXSB (the "Estate Proceeding"). In accordance with Section 733.705, Florida Statutes, STANSBURY hereby brings this independent action against the ESTATE with respect to his Statement of Claim that was filed and objected to in the Estate Proceeding.

5. Defendant, LIC HOLDINGS, INC. ("LIC Holdings") is a Florida corporation with its principal place of business in Palm Beach County, Florida.

6. Defendant, ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, formerly known as ARBITRAGE INTERNATIONAL HOLDINGS, LLC, ("ARBITRAGE") is a Florida limited liability company with its principal place of business in Palm Beach County, Florida.

7. Defendant, BERNSTEIN FAMILY REALTY, LLC is a Florida limited liability company doing business in Palm Beach County.

8. Defendant, the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008 ("SHIRLEY'S TRUST"), owns real property in Palm Beach County, Florida. Based upon information and belief, Donald R. Tescher and Robert L. Spallina are serving as co-trustees of SHIRLEY'S TRUST. This Court has personal jurisdiction over the trustees and the beneficiaries of SHIRLEY'S TRUST under Section 736.0202, Florida Statutes, as the principal place of administration of SHIRLEY'S TRUST is in Palm Beach County, Florida. This court has subject matter jurisdiction over this action under Section 736.0203, Florida Statutes. Venue is proper in Palm Beach County, Florida, under Section 736.0204, Florida Statutes, as the principal place of administration of SHIRLEY'S TRUST is in Palm Beach County, Florida and one or more of the beneficiaries of SHIRLEY'S TRUST reside in Palm Beach County, Florida.

9. The acts and incidents giving rise to the causes of action alleged herein arose in Palm Beach County, Florida.

Background

10. STANSBURY has worked in the insurance industry for virtually all of his adult life. After 30 years, he had become well-known and highly regarded by major insurance companies, their principals and others throughout the insurance industry, at all levels thereof, as well as by professionals, including attorneys, CPA's, financial advisors, wealth managers and others who were involved in serving, or otherwise dealing with insurers, insurance brokers and life insurance products.

11. SIMON BERNSTEIN dealt at sophisticated levels of the insurance industry and specialized in developing and marketing insurance concepts suitable for persons of high net worth to incorporate into their wealth management and estate planning.

12. TED BERNSTEIN, the son of SIMON BERNSTEIN, was also actively involved in selling life insurance products in conjunction with attorneys, CPAs and other professionals, to be incorporated into high net worth individuals' financial and estate planning.

13. TED BERNSTEIN approached STANSBURY, urging STANSBURY to spearhead the marketing of a unique insurance concept, newly developed by a prominent law firm, which was designed for use in the financial and estate planning of high net worth individuals.

14. TED BERNSTEIN told STANSBURY that he knew of STANSBURY's expertise and reputation in the insurance and related industries, and that STANSBURY was skilled at and accustomed to speaking and marketing insurance products to groups of professionals. He realized that STANSBURY, because of his knowledge, reputation and abilities, would be well suited to market this concept nationwide through prominent and experienced professionals.

15. In 2006, SIMON BERNSTEIN and TED BERNSTEIN (collectively, "BERNSTEIN" or the "BERNSTEINS") formed Defendants LIC Holdings and ARBITRAGE for the purpose of marketing and selling certain life insurance products to high net worth individuals for their wealth management and estate planning needs.

16. STANSBURY agreed to become an employee of LIC Holdings, Inc. and ARBITRAGE and agreed to a salary of 15% of net commissions received on all products, including renewals.

17. STANSBURY worked with diligence and skill, traveling throughout the United States, generating ever-increasing sales and generating very large commissions. By 2006, nationwide sales were resulting in substantial commissions on new policies and renewal commissions.

18. Also in 2006, SIMON BERNSTEIN told STANSBURY that STANSBURY was being rewarded for his efforts and the explosive growth of the business, such that he would receive a 10% ownership interest in LIC Holdings, Inc.

19. In February of 2008, SIMON BERNSTEIN approached STANSBURY with the suggestion that rather than STANSBURY performing computations on a monthly basis as to how much should be paid to him based upon 15% of the commissions derived from policies sold by STANSBURY, the BERNSTEINS and STANSBURY should forego monthly payouts and defer compensation until the end of 2008, when year-end computations could be made. It was suggested that in December, year-end computations would be made and salaries would be paid in December 2008 or January of 2009. It was specifically represented to STANSBURY that neither SIMON BERNSTEIN, TED BERNSTEIN nor STANSBURY would take any compensation until the year-end accounting was performed in December of 2008 or January, 2009.

20. STANSBURY relied on SIMON BERNSTEIN's representations that, among other things, his time would be better spent building the business rather than performing monthly calculations of income. STANSBURY relied on SIMON BERNSTEIN's representation that they would all be paid identical annual salaries of not less than $1,000,000 at the end of 2008 to be applied against STANBURY's 15%. Any compensation to STANSBURY over and above his 15% would be paid to him in accordance with his ownership percentage of 10%.

21. STANSBURY, having no reason to believe that the representations by SIMON BERNSTEIN were false and only a ruse to keep him from inquiring as to corporate revenue and distributions, acceded to his being relieved of the bookkeeping duties regarding calculating the disposition of monies on a monthly basis throughout the year.

22. In 2008, STANSBURY received only $420,018.00, all from commissions earned for sales in 2007 but paid in the January of 2008. STANSBURY received no payments for commissions received after January, 2008.

23. Unbeknownst to STANSBURY at that time, SIMON BERNSTEIN was paid $3,756,229.00 and TED BERNSTEIN was paid $5,225,825.00 in 2008.

24. The net retained commissions by LIC Holdings and ARBITRAGE, not including renewals for 2008 were approximately $13,442,549.00. As such, STANSBURY was entitled to, at the very minimum, 15% of $13,442,549.00, or $2,016,382.35.

25. Since that time, SIMON BERNSTEIN and TED BERNSTEIN have secreted commissions received by LIC Holdings and ARBITRAGE into Bernstein family trusts and other entities as more specifically set forth below. Those trusts have since invested in real estate, also as more particularly set forth below.

26. Throughout 2009, SIMON BERNSTEIN and TED BERNSTEIN continued to make false statements to STANSBURY to hide the fact that they had looted the corporations for their

own personal benefit by withdrawing millions in 2008 and 2009, all to the financial detriment of STANSBURY. The BERNSTEINS represented that the money was not being paid as salary or distributions because the funds needed to be held in the corporate bank accounts to show to potential lenders the financial stability of the company.

27. STANSBURY relied upon these continuing representations of Defendants to his detriment. Because STANSBURY was told that potential funding sources for the business needed to see that capital of the company was available, he took no action when he did not receive any compensation for 2009 and paid only $30,000 in 2010.

28. STANSBURY believes that some or all of the funds to which he was entitled and/or assets attributable to such funds were placed into certain entities, including but not limited to BERNSTEIN FAMILY REALTY, LLC and SHIRLEY'S TRUST. For example, based on information and belief, some or all of the funds to which STANSBURY was entitled were invested in certain parcels of real property, which parcels were conveyed to the trustee of SHIRLEY'S TRUST on or about May 20, 2008, including but not limited to a 4,220 square foot oceanfront condominium unit in a complex known as "The ARAGON" in Boca Raton, located at 2494 So. Ocean Boulevard, Boca Raton, Florida and a mansion in St. Andrew's Country Club located at 7020 Lions Head Lane, Boca Raton, Florida.

29. In order to continue their scheme to defraud, SIMON BERNSTEIN and TED BERNSTEIN failed and refused to account for renewal commissions and failed to supply any financial information to STANSBURY concerning LIC Holdings, Inc. or ARBITRAGE INTERNATIONAL MANAGEMENT, LLC.

30. In furtherance of their scheme to deprive STANSBURY of salary he had earned and shareholder distributions to which he was entitled, SIMON BERNSTEIN and TED BERNSTEIN intercepted mail addressed to STANSBURY, removing commission checks representing

commissions due to STANSBURY, deposited the funds into their own accounts and otherwise converted the funds. SIMON BERNSTEIN and TED BERNSTEIN also opened STANSBURY's mail containing checks payable to him which were unrelated to them and the businesses.

31. In 2011, the Defendants BERNSTEIN decided to deceive STANSBURY further. STANSBURY had for years been given K-1 statements reflecting his 10% ownership of LIC Holdings. At the end of 2011, TED BERNSTEIN told STANSBURY that the company accountant had discovered a taxable event which could cause STANSBURY, as an owner of LIC Holdings to pay taxes on phantom income. TED BERNSTEIN promised that if STANSBURY would sign a paper ceding his 10% interest in LIC Holdings, he would not have to pay the tax. TED BERNSTEIN promised he would hold the paper, promising it would not become operative until STANSBURY and the Defendants BERNSTEIN discussed the situation further in the first quarter of 2012.

32. Because of the misrepresentations, willful concealments of material facts, duplicity and deceit practiced by Defendants upon STANSBURY, STANSBURY reasonably believed that Defendants had complied, or intended to comply with their obligations to STANSBURY under the contract between them. STANSBURY, therefore, was prevented from knowing for a period of years that the causes of action ASSERTED HEREIN existed.

33. By the second quarter of 2012, STANSBURY developed the belief that the BERNSTEINS' representations over the years were wholly false and he sought legal counsel.

34. STANSBURY has retained the law firm of Peter M. Feaman, P.A. and has agreed to pay it a reasonable fee for its services rendered herein.

COUNT I - ACCOUNTING
(Against LIC Holdings and ARBITRAGE, for Accounting)

35. STANSBURY hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 34, inclusive.

36. The relationship between STANSBURY and the Defendants, particularly as affected by Defendants' acts described in preceding paragraphs 19 through 27 created a situation where Defendants had sole access to receipts generated by STANSBURY's efforts, and to books and records reflecting said receipts and the other information from which can be calculated all moneys due to STANSBURY under his arrangement with Defendants.

37. The period of time during which STANSBURY has been deprived of monies due him spans approximately four and a half years. The various sources of revenue to Defendants of monies from which the amounts due STANSBURY may be calculated, the manner in which STANSBURY was to be paid, and the amount due STANSBURY all involve extensive and complicated accounts, and STANSBURY's remedy at law cannot be as full, adequate and expeditious as it is in equity.

WHEREFORE, Plaintiff STANSBURY prays for an adjudication of Plaintiff's right to a full and complete accounting from Defendants, LIC Holdings and ARBITRAGE, and for such orders of Court as will require such Defendants to provide STANSBURY with all records and copies of documents from January 1, 2006 to the present, in order to reveal his right to, and the amount of all sums: (a) received as commissions to which STANSBURY was entitled to a share; (b) due to STANSBURY, whether paid or not; (c) paid to STANSBURY, whether for commissions, salary, distributions, expenses or any other reason; (d) paid to each of the BERNSTEIN Defendants out of monies received as commissions; (e) deposits of any and all moneys received as commissions by any Defendants to any accounts, including the name of the

entity whose account was involved, the number(s) of each such account; the address of the branch or other facility through which any Defendant dealt with such entity; (f) calculations as to moneys paid , to be paid, or not to be paid to STANSBURY, together with an award of court costs and such other and further relief as the Court may deem just and proper.

II. BREACH OF ORAL CONTRACT
(Against LIC Holdings, Inc. and Arbitrage International Management, LLC)

38. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 34, inclusive.

39. The arrangement between STANSBURY and Defendants as described in paragraphs 16 and 24 above, constituted a contract between them.

40. An express term of that contract involved the commitment of LIC Holdings and ARBITRAGE to calculate and to pay to STANSBURY all sums due to him under the contract, whether as commissions, salary, distributions, expenses or any other reason.

41. The Defendants initially performed the duties required of them under said contract.

42. However, Defendants breached their contract with STANSBURY by withholding from STANSBURY monies due him under the contract.

43. The withholding of such monies constitutes a material breach of the contract between STANSBURY and LIC Holdings and ARBITRAGE.

44. There is due to STANSBURY from such Defendants all amounts due under said contract, together with prejudgment and post-judgment interest on said amounts.

WHEREFORE, Plaintiff prays for judgment against Defendants, LIC Holdings, Inc. and ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, jointly and severally, in excess of $1,500,000.00 for the amounts due to Plaintiff under the terms of their contract, together with

prejudgment and post-judgment interest, court costs and such other relief as the Court may deem just and proper.

III. BREACH OF FIDUCIARY DUTY
(Against SIMON BERNSTEIN and TED BERNSTEIN ["BERNSTEINS"])

45. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 34, inclusive.

46. At all material times hereto, SIMON BERNSTEIN and TED BERNSTEIN were officers and majority shareholders of LIC Holdings and ARBITRAGE.

47. As shareholders and officers of LIC Holdings and ARBITRAGE, SIMON BERNSTEIN and TED BERNSTEIN did have and have a fiduciary duty to STANSBURY to act in good faith towards STANSBURY and to act in the best interests of LIC Holdings and ARBITRAGE.

48. At all material times hereto, STANSBURY was and is a shareholder of LIC Holdings.

49. STANSBURY reposed trust and confidence in SIMON BERNSTEIN and TED BERNSTEIN as a result of their position as majority shareholders and officers of LIC Holdings and ARBITRAGE.

50. Further, SIMON BERNSTEIN and TED BERNSTEIN held positions of advantage and control over STANSBURY, not only by virtue of their majority shareholder status, but by having access to the accounting books and records of LIC Holdings and ARBITRAGE, to the exclusion of STANSBURY.

51. STANSBURY reasonably believed that the BERNSTEIN Defendants would deal with STANSBURY honestly and fairly and believed that such Defendants had no intention of

hiding from STANSBURY any information as to the amounts due STANSBURY or payment of the money due to STANSBURY.

52. Moreover, when Defendants proposed to STANSBURY that STANSBURY cease being the one to calculate monies due from the commissions received, STANSBURY trusted the BERNSTEINS to make proper, accurate and complete calculations just as STANSBURY had done and to pay STANSBURY accordingly. As majority shareholders and directors of LIC Holdings and ARBITRAGE, the BERNSTEINS were in a superior position of knowledge and control concerning the finances and affairs of those companies.

53. As a result of the foregoing, a fiduciary relationship existed between the BERNSTEINS and STANSBURY and there existed in STANSBURY complete trust in the BERNSTEIN Defendants.

54. The BERNSTEIN Defendants accepted the trust which STANSBURY reasonably placed in them.

55. The BERNSTEIN Defendants breached their fiduciary duty to STANSBURY by repeated conduct of self-dealing and violations of corporate protocol, including:

a) directing LIC Holdings and ARBITRAGE to make payments to third parties not employed by the corporations and who had performed no services on behalf of the corporations for the personal benefit of the BERNSTEINS;

b) directing the corporations to pay for personal expenses of the wives and other friends of the BERNSTEIN Defendants through corporate credit cards and other forms of payment, notwithstanding that they provided no services for the corporations;

c) transferring monies from LIC Holdings and ARBITRAGE to third party entities including the BERNSTEIN Defendants, the BERNSTEIN FAMILY REALTY, LLC and the

SHIRLEY BERNSTEIN TRUST AGREEMENT for the benefit of the BERNSTEINS, personally;

d) paying themselves exorbitant compensation to the exclusion of STANSBURY;

e) treating LIC Holdings and ARBITRAGE as alter egos of themselves and otherwise handling the affairs of LIC Holdings and ARBITRAGE without regard to corporate protocol;

f) failing to convene annual meetings of the stockholders of LIC Holdings and ARBITRAGE, in violation of Florida law;

g) committing corporate waste by unnecessarily expending corporate assets on unrelated corporate activities;

h) failing to account for the revenue and expenses of LIC Holdings and ARBITRAGE to STANSBURY, who was entitled to compensation as an employee and as a minority shareholder;

i) directing LIC Holdings and ARBITRAGE to take actions to reduce the profit of LIC Holdings and ARBITRAGE so as to prevent STANSBURY from earning his just compensation, in violation of prior agreement of the parties.

56. SIMON BERNSTEIN further breached his fiduciary duty owed to STANSBURY as a minority shareholder by neglecting to perform his duties as an officer and director in a prudent and reasonable fashion.

57. Through Defendants BERNSTEINS' willful misrepresentations and withholding of material information as to their intentions and the purposes for which STANSBURY's payments were not being paid, and through their diversion from STANSBURY of amounts which should have been paid to him, such Defendants abused and betrayed STANSBURY's trust and confidence in them to STANSBURY's great detriment. STANSBURY has been deprived of the amounts due him, the precise amount of which cannot be calculated without access to Defendants' books and records and a full accounting by them.

58. The monetary damages suffered by STANSBURY as a result of the foregoing conduct was suffered by STANSBURY individually and not to the corporation LIC Holdings as a whole, because the conduct as described above prevented STANSBURY from obtaining the benefits of the bargain of his oral agreement with the corporations as more particularly described in Count II above.

59. The foregoing conduct by the BERNSTEINS was done with gross and intentional disregard of the rights of STANSBURY as an employee and minority shareholder of LIC Holdings.

WHEREFORE, Plaintiff prays for judgment against Defendants, SIMON BERNSTEIN and TED BERNSTEIN, jointly and severally, for damages in excess of $1,500,000.00 together with prejudgment and post-judgment interest, court costs and such other relief as the Court may deem just and proper. STANSBURY reserves the right to move to amend to request punitive damages in accordance with Florida Law.

IV. CIVIL THEFT
(Against ARBITRAGE INTERNATIONAL MARKETING, LLC)

60. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 34, inclusive.

61. This is an action for Civil Theft under Chapter 772, Florida Statutes, more specifically §772.11, Fla.Stat.

62. In February, 2012 and March, 2012, Defendant ARBITRAGE intercepted two separate checks made payable to William STANSBURY intended as payment to STANSBURY for matters arising wholly outside his business transactions with the BERNSTEINS, LIC Holdings and ARBITRAGE.

63. Notwithstanding that the checks made payable to William STANSBURY was for sums due STANSBURY by a third party not in connection with the aforesaid business transactions, ARBITRAGE and/or someone acting on its behalf, caused the negotiation of STANSBURY's checks, wrongfully endorsing the checks and retaining the sums that should have been payable to STANSBURY.

64. As a result of the foregoing, Defendant ARBITRAGE has been guilty of criminal theft by conversion with the criminal intent to steal his money and deprive STANSBURY of his possession and use thereof.

65. Written demand for payment of all amounts due STANSBURY has been made to Defendants, more than 30 days preceding the filing of this Complaint, to no avail. A copy of the demand letter is attached hereto as Exhibit "A."

WHEREFORE, Plaintiff prays for judgment against Defendant, ARBITRAGE for three times the full amount of the check made payable to STANSBURY, together with pre-judgment interest and post-judgment interest, attorneys' fees, court costs and any other relief this Court deems just and proper.

V. CONVERSION

66. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 60 through 65, inclusive.

67. Further, during 2012, Defendants TED BERNSTEIN, SIMON BERNSTEIN, LIC Holdings, Inc., ARBITRAGE, or someone acting on their behalves, received and cashed in excess of $30,000.00 worth of commissions checks otherwise payable to Plaintiff.

WHEREFORE, Plaintiff prays for judgment for damages against Defendant, ABRITRAGE, SIMON BERNSTEIN, LIC Holdings, Inc. and TED BERNSTEIN, together with

pre-judgment interest and post-judgment interest, court costs and any other relief this Court deems just and proper.

VI. FRAUD IN THE INDUCEMENT
(Against Ted Bernstein and LIC Holdings, Inc.)

68. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 34, inclusive.

69. In the fourth quarter of 2011, TED BERNSTEIN embarked upon a plan to defraud from STANSBURY his 10% ownership interest in LIC Holdings, Inc. As set forth in paragraph 31 above Defendant TED BERNSTEIN fraudulently induced STANSBURY to sign a document giving up his 10% interest in and to LIC Holdings, Inc.

70. The ceding of his shares in LIC Holdings, Inc. was procured by fraud and STANSBURY relied upon the representations made by BERNSTEIN with regard to signing the document apparently ceding his stock.

71. It was reasonable for STANSBURY to rely on the representations made by BERNSTEIN because at that time STANSBURY was unaware of the breaches of fiduciary duty and breaches of the oral contract that had taken place.

72. As a result of STANSBURY's reliance, STANSBURY has been damaged by the loss of 10% of the shares of LIC Holdings and the rights and remedies to a shareholder related thereto.

WHEREFORE, Plaintiff prays for a judgment for damages against Defendants BERNSTEIN and LIC Holdings, Inc. for the damages caused by the fraudulent conduct of BERNSTEIN as described herein, together with reasonable costs, pre-judgment interest and any other relief this Court deems just and proper.

VII. EQUITABLE LIEN

73. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, paragraphs 1 through 34, above.

74. Defendants, SIMON BERNSTEIN and/or TED BERNSTEIN wrongfully diverted funds from LIC Holdings and ARBITRAGE that rightfully should have been paid to STANSBURY pursuant to their oral agreement.

75. Upon information and belief, SIMON BERNSTEIN and/or TED BERNSTEIN, or both, wrongfully diverted funds from LIC Holdings and/or ARBITRAGE and acquired and/or maintained or improved property located at 7020 Lion's Head Lane, Boca Raton, Florida, legally described as

> Lot 781, St. Andrews Country Club (a PUD) Plat No. 14 according to the plat thereof recorded in Plat Book 57, Page 132 of the public records of Palm Beach County, Florida.

76. Further, upon information and belief, as a result of the funds being wrongfully diverted from LIC Holdings and/or ARBITRAGE, which otherwise rightfully belonged to and should have been paid to STANSBURY, the property legally described as

> Lot 68, Block G Boca Madeira, Unit 2 according to the plat thereof recorded in Plat Book 32, Pages 59 and 60 of the public records of Palm Beach County, Florida, with a property address of 2753 NW 34 Street, Boca Raton, Florida,

was encumbered with a mortgage representing wrongfully diverted funds which were loaned in the form of a second mortgage to Defendant, BERNSTEIN FAMILY REALTY, LLC, a Florida limited liability company.

77. Upon information and belief, as a result of the funds being wrongfully diverted from LIC Holdings and/or ARBITRAGE which otherwise should have been paid to STANSBURY, such funds were used to satisfy a mortgage for the benefit of TED BERNSTEIN on property legally described as

Lot 139, Saturnia Isles, Plat One, recorded in Plat Book 91 at Page 108 of the property records of Palm Beach County, Florida, with a property address of 15807 Menton Bay Court, Delray Beach, Florida

WHEREFORE, Plaintiff prays for the Court to declare and establish an equitable lien in favor of Plaintiff in an amount equal to the funds wrongfully diverted, on the property described herein, and on all other assets of Defendants or third parties as yet unknown, which assets have been purchased wholly or in part, improved or benefitted by the diverted funds due Plaintiff, together with court costs and such other and further relief as this Court may deem just and proper.

VIII. CONSTRUCTIVE TRUST

78. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 73 through 77 above.

WHEREFORE, Plaintiff prays for the Court to declare and establish a constructive trust in favor of Plaintiff on the property described in paragraphs 75 through 77 in an amount equal to the funds wrongfully diverted and on all assets of Defendants or third parties as yet unknown, which assets have been purchased wholly or partly, improved or mortgaged by the diversion of said funds due Plaintiff. Plaintiff further prays for an award of court costs and such other and further relief as the Court may deem just and proper.

IX. VIOLATION OF FLA. STAT. 607.1602
(As to Defendant, LIC Holdings, Inc.)

79. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, paragraphs 1 through 34, above.

80. STANSBURY owns 10% of the issued and outstanding shares of LIC Holdings and has owned these shares since 2006.

81. Pursuant to §607.1602 Fla. Stat. (2012), STANSBURY made demand on LIC Holdings to inspect and copy certain records. A copy of the Demand is attached hereto as Exhibit "A." LIC Holdings refused to respond to the request in direct violation of 607.1602 Fla. Stat. (2012).

82. Section 607.1604(2) Fla. Stat. (2012) states:

> If a corporation does not, within a reasonable time, allow a shareholder to inspect and copy any other record, the shareholder who complies with §607.1602(2) and (3) may apply to the Circuit Court in the county where the corporation's principal office is located for an order to permit inspection and copying of the records demanded.

83. Section 607.1604 Fla. Stat. (2012) requires that the court dispose of an application brought under this section "on an expedited basis."

84. Pursuant to §607.1604(2) Fla. Stat. (2012), Plaintiff requests that this court summarily order inspection and copying of the record previously demanded at the corporation's expense.

85. Pursuant to §607.1604(3) Fla. Stat. (2012), STANSBURY is entitled to an award of his costs including reasonable attorneys' fees incurred in order to obtain the order and enforce his rights unless the corporation or its officers, director or agent proves that the refusal of the inspection is made in good faith because the corporation had a reasonable basis for doubt about the right of the shareholder to inspect or copy the records demanded.

WHEREFORE, Plaintiff, WILLIAM E. STANSBURY requests this Honorable Court to summarily order inspection and copying of the records of LIC Holdings, Inc. previously demanded, at the corporation's expense, together with an award of reasonable costs and attorneys' fees incurred herein.

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that the above and foregoing has been forwarded via e-mail at swergoldj@gtlaw.com; ciaffik@gtlaw.com; steffesj@gtlaw.com; and FLService@gtlaw.com to Jon Swergold, Esq., Greenberg Traurig, P.A., 401 East Las Olas Blvd., Suite 2000, Fort Lauderdale, FL 33301 this 12th day of FEBRUARY, 2013.

PETER M. FEAMAN, P.A.
3615 W. Boynton Beach Blvd.
Boynton Beach, FL 33436
Tel.: 561073405552
Fax: 561-734-5554
pfeaman@feamanlaw.com

By: Peter M. Feaman
Peter M. Feaman
Florida Bar No.: 0260347

The Law Offices
of
PETER M. FEAMAN, P.A.
Strategic Counselor. Proven Advocate.™

Main Office:
3615 Boynton Beach Blvd.
Boynton Beach, FL 33436

Branch Office:
7900 Glades Road
Boca Raton, FL 33434

Peter M. Feaman, Esq.
Nancy E. Guffey, Esq.
Of Counsel

Telephone: (561) 734-5552
Facsimile: (561) 734-5554
pfeaman@feamanlaw.com

June 20, 2012

Via Certified Mail, Return Receipt Requested

PERSONAL and CONFIDENTIAL
Mr. Ted Bernstein, President
LIC Holdings, Inc.
950 Peninsula Corp Circle
Suite 3010
Boca Raton, FL 33487

Re: William (Bill) Stansbury

Dear Mr. Bernstein:

The undersigned represents William (Bill) Stansbury and we are writing this letter on his behalf. Mr. Stansbury received your proposed letter agreement reflecting LIC Holdings' proposal to indemnify its shareholders concerning policies sold under the Cambridge Financing Program. As a result of your proposal, Mr. Stansbury has reviewed with me in detail his dealings with you and your companies over the past 4 to 5 years.

After reviewing the facts with Mr. Stansbury, some of which will be summarized below, I was shocked that he had not consulted legal counsel until now. Be that as it may, and based upon the facts presented to us, we believe you have engaged in fraud, civil theft, breaches of fiduciary duties, and breach of contract, just to name a few. The purpose of this letter is to a). respond to your indemnity proposal and b). request that you pass this letter on to your counsel immediately in the off-chance that these very serious matters can be resolved prior to the filing of legal action. The issues can be summarized as follows:

1. The first issue concerns you and your company's failure to pay salary compensation to Mr. Stansbury. Mr. Stansbury has been making inquiries concerning this for the past 5 months, but to no avail. Mr. Stansbury's claim for unpaid salary arises from three categories:

EXHIBIT A

a. Failure to pay salary based on net retained commissions.

i. Based upon reports prepared by your company for the period of 2007 through 2011, LIC Holdings, Inc. and/or Arbitrage International Holdings, n/k/a Arbitrage International Management, LLC, received $35,384,246.00 in net retained commissions. According to Mr. Stansbury's salary arrangement, he is entitled to 15% of those net retained commissions, which amounts to $5,307,636.90. During this time period, Mr. Stansbury's salary compensation was $2,844,910.00. The shortfall in salary owed to Mr. Stansbury is $2,462,726.90.

ii. There is salary compensation owed to Mr. Stansbury as a result of bridge loans in 2008. You received a $2,000,000.00 settlement in 2010 resulting from the resolution of a lawsuit involving Global Secured Capital. Mr. Stansbury is entitled to 15% of those funds, which is $300,000.00.

iii. In addition, you received $507,891.00 in commissions in connection with the Biviano matter. Mr. Stansbury is entitled to 15% of those funds, which is $76,183.65.

iv. In April of 2012, you received three commissions totaling approximately $200,000.00 in the Levine, Wiss and Berley matters. Mr. Stansbury has been requesting payment of this for weeks, again to no avail. Mr. Stansbury is due salary compensation for these items in the amount of $30,000.00.

Therefore, Mr. Stansbury's total claim for salary arising out of net retained commissions is approximately $2,868,910.55.

The liability for payment of this salary is not limited to LIC Holdings, Inc. or Arbitrage International Management, LLC. This liability also flows to you individually as a result of your breaches of your fiduciary duty owed to Mr. Stansbury and utter failure to abide by corporate governance standards, which conduct is more particularly described below.

b. Mr. Stansbury is also due unpaid salary based on 15% of all renewal commissions since 2008. Mr. Stansbury's salary claim for renewal commissions cannot as yet be determined with specificity due to the fact that you and your office have been opening mail directed to Mr. Stansbury and negotiating checks made payable to him by falsifying his endorsement and depositing those checks into accounts which only you control. This conduct constitutes civil theft and breach of fiduciary duty. We believe this claim amounts to hundreds of thousands of dollars.

c. Salary compensation for 2008. Mr. Stansbury has recently learned that you and Mr. Simon Bernstein received $8,982,124.00 in salary in 2008. By contrast, Mr. Stansbury received $420,018.00, paid to him in January 2008, based on policies sold in 2007. He received zero (no salary compensation) for his 2008 production. It is obvious that you and Simon treated your corporations as personal ATM machines, while completely ignoring your fiduciary

responsibilities to your employee and minority shareholder, Mr. Stansbury. It further appears that after the exorbitant salaries were paid to you, you then loaned the money back to the corporation at an interest rate significantly above market rates in order to meet the cash flow needs of the various entities, again, clearly disregarding your corporate governance responsibilities.

2. Indemnification issues.

Mr. Stansbury has been served with three lawsuits from Phoenix Insurance Company and one from Mr. Wright seeking indemnification as a result of agent misconduct which was in no way attributable to the conduct of Mr. Stansbury. Although all of these matters have been settled, because he was the qualifying agent of record for other policies, he could be the subject of future litigation for refunds of commissions paid. All of these commissions were paid over to you or your companies.

The Indemnification Agreement which you sent to Mr. Stansbury is completely insufficient. You have a duty as a matter of law to indemnify Mr. Stansbury. Your offer of future indemnity is contingent upon "all" commissions that have been received by LIC's present or past shareholders be turned over to LIC. This is nothing short of extortion. Further, your second paragraph states that LIC is "presently insolvent" and has a "negative net worth." You then conclude with the sentence that with the indemnification agreement in place, LIC "may" have sufficient funds to meet its current obligations. Therefore, a simple indemnification from LIC Holdings to Mr. Stansbury is insufficient. Any such indemnification would have to be personally guaranteed by you and Mr. Simon Bernstein.

3. Unauthorized interception of U.S. Mail.

I have been given the understanding that your office has been opening mail directed to Mr. Stansbury personally. This is a federal offense and also constitutes a breach of the fiduciary duty you owe to Mr. Stansbury as an employee and minority shareholder.

There has been no accounting to Mr. Stansbury for any of the checks which may have been sent to him personally on which his signature has been forged, the checks cashed and placed out of the reach of Mr. Stansbury. In 2012, Mr. Stansbury has been receiving checks from Phoenix Life Insurance Company and TransAmerica Life Insurance Company. Mr. Stansbury has been holding these checks. They have now been remitted to the undersigned as attorney for Mr. Stansbury. This office is holding these funds in a separate interest-bearing trust account pending the resolution of this matter.

With regard to all of the other insurance companies for whom Mr. Stansbury is listed as the qualifying agent, he has now informed those companies that all future renewal commissions paid to him personally be sent to Mr. Stansbury at his home address. These funds will then be remitted to the undersigned counsel of record for Mr. Stansbury. We will place these funds in a separate interest-bearing trust account as well. Any attempts by you to contact these insurance

companies will be considered a tortious interference of his business relationship and such activity will be added as a claim in any future legal proceedings.

4. Shareholder status.

Mr. Stansbury has been a 10% shareholder of LIC Holdings, Inc., pursuant to the terms of a Shareholders Agreement. On behalf of Mr. Stansbury, demand is hereby made, pursuant to Florida Statute 607.1602, for inspection of the corporate records including the following:

I. Minutes of the Board of Directors meetings from January 1, 2008 to the present.

II. Minutes of Shareholders' meetings from January 1, 2008 to the present.

III. Records of any actions taken by the Shareholders and/or the Board of Directors without a meeting, from January 1, 2008 to the present.

IV. Accounting and financial records of LIC Holdings, Inc., Arbitrage International Management, LLC, formerly known as Arbitrage International Holdings, LLC, and all other subsidiary or affiliated companies under your control, including, without limitation, income tax returns, general ledgers, balance sheets, profit and loss statements, stock books, bank statements, loan agreements or guarantees, and any other financial books and records from January 1, 2008 to the present.

Mr. Stansbury is seeking to inspect these records in good faith and for the purpose of determining if misappropriation of corporate assets for improper purposes has previously taken or is presently taking place.

I have been made aware of a letter dated December 22, 2011 in which Mr. Stansbury purportedly "ceded" his shares of stock in LIC Holdings, Inc. back to the company. This letter was obtained under false pretenses and is not recognized by Mr. Stansbury as validly conveying his ownership interest in LIC Holdings, Inc.

Please have your legal counsel contact us within ten (10) days. Should we fail to receive a response within that time, Mr. Stansbury will take legal action to protect his rights and interests.

Very truly yours,

PETER M. FEAMAN, P.A.

By: Peter M. Feaman

Peter M. Feaman

PMF/mk
cc: William Stansbury
CC Riggs (e-mail)

IN THE CIRCUIT COURT OF THE FIFTEENTH
JUDICIAL CIRCUIT OF FLORIDA, IN AND FOR
PALM BEACH COUNTY, FLORIDA

CASE NO. 502012CA013933XXXXMB

WILLIAM E. STANSBURY,

Plaintiff,

v.

TED S. BERSTEIN;
SIMON BERNSTEIN;
LIC HOLDINGS, INC.; and
ARBITRAGE INTERNATIONAL
MANAGEMENT, L.L.C., f/k/a
ARBITRAGE INTERNATIONAL
HOLDINGS, L.L.C.

Defendants.
_____/

Division: AA-Kelley

MOTION FOR SUBSTITUTION OF PARTY

Plaintiff, WILLIAM E. STANSBURY ("Plaintiff"), by and through his undersigned counsel and pursuant to Rule 1.260(a) of the Florida Rules of Civil Procedure, hereby moves this Court for entry of an Order substituting the personal representative of the ESTATE OF SIMON BERNSTEIN (the "Estate") in place of SIMON BERNSTEIN (the "Decedent") as a party to this action, and in support thereof state as follows:

1. On or about July 30, 2012, Plaintiff filed the Complaint that initiated this action against the defendants named therein, including the Decedent.

2. The Decedent died on September 13, 2012. A Suggest of Death statement was served by Defendants in this action on or about September 19, 2012. The personal representative

of the Estate is now the proper party to this action, and the Decedent is no longer a proper party to this action.

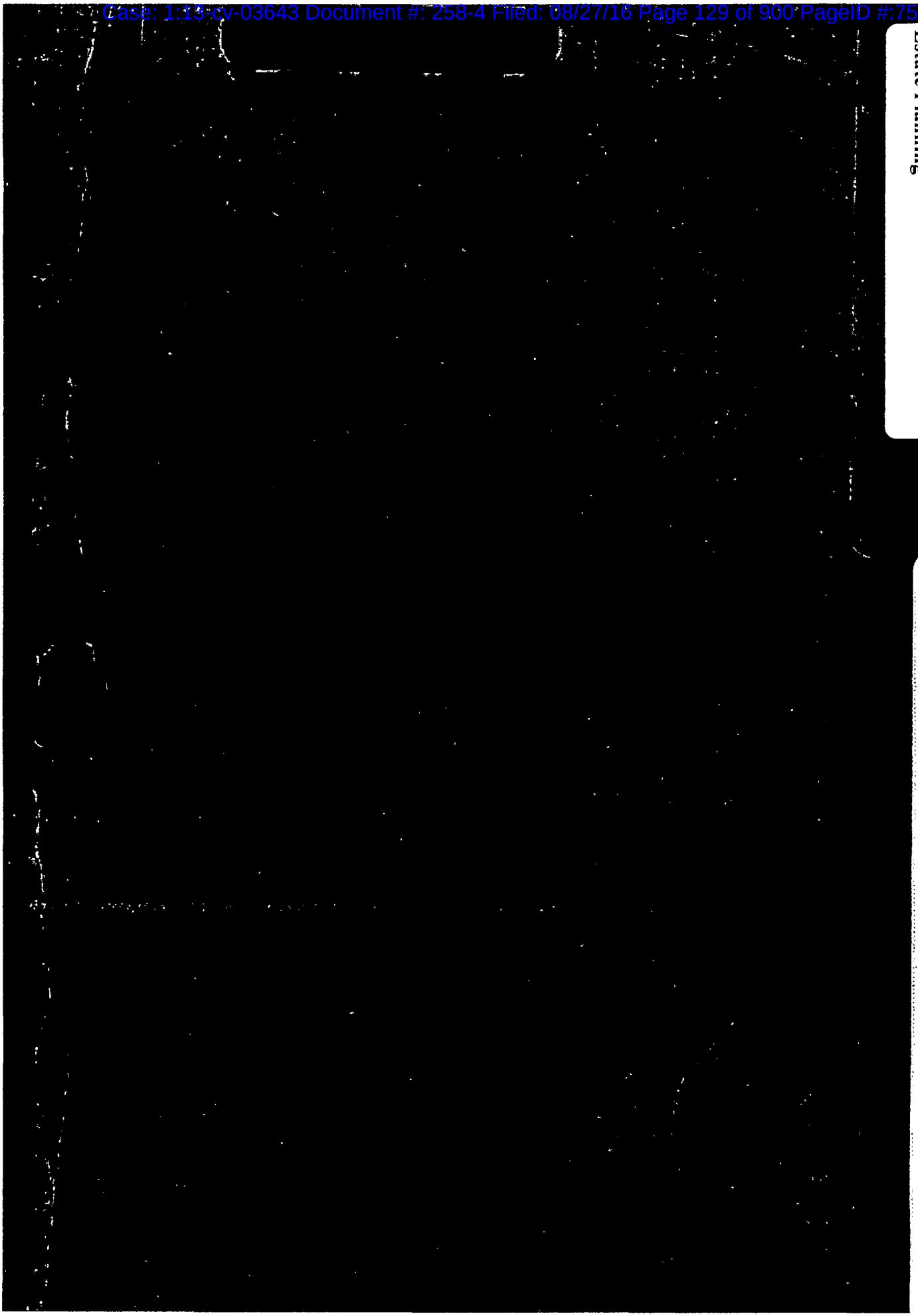
WHEREFORE, Plaintiff, WILLIAM E. STANSBURY, respectfully requests (i) that this Court substitute the personal representative of the ESTATE OF SIMON BERNSTEIN in place of the Decedent as a party to this action, and (ii) such further relief as the Court deems just and equitable.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the above and foregoing has been forwarded via e-mail at swergoldj@gtlaw.com; arnsdorffk@gtlaw.com; steffesj@gtlaw.com; and FLService@gtlaw.com to Jon Swergold, Esq., Greenberg Traurig, P.A., 401 East Las Olas Blvd., Suite 2000, Fort Lauderdale, FL 33301 and at kdstern@gmail.com to Plaintiff's co-counsel, Kenneth D. Stern, P.A., 3615 W. Boynton Beach Blvd., Boynton Beach, FL 33436, this 5th day of November, 2012.

PETER M. FEAMAN, P.A.
3615 W. Boynton Beach Blvd.
Boynton Beach, FL 33436
Tel: 561-734-5552
Fax: 561-734-5554
pfeaman@feamanlaw.com

By: */s/ Peter M. Feaman*
Peter M. Feaman
Florida Bar No.: 0260347


Bernstein, Shirley & Simon 11187.001
Estate Planning

kec (first) ___ **drt**___ **cc**___ **rac**___ **pjf**___ **mcg**___ **raj**___ **naf**___ **jlk**___ **ris**___ dbr___ **sml**___

Bookeeping:

☐ **open new billing file/subfile**

☐ **bill to file no.** _____

CLIENT/CASE MAINTENANCE

Client No. **11187.001**
Case No.
Date Added: **11/16/2007**

CLIENT NAME: **Simon & Shirley Bernstein**

Address: **7020 Lions Head Lane,**

City: **Boca Raton** State: **FL** Zip: **33496**

Business Phone: Home Phone:

Fax Phone:

Contact Name: **Simon & Shirley Bernstein**

Referral Source:

Originating Attorney: **DRT**

Primary Attorney: **DRT**

Secondary Attorney: **RLS**

Category Code: Rate Code:

CASE NAME: **Bernstein, Shirley & Simon**
Estate Planning

Fee Type: Bill Type:

Related Cases:

Engagement Letter:

Retainer: Fees: Costs: $

Notes:

Related Parties:

Name:

Addrs:

Tel. No.:

Fax No.:

Relationship:

Name:

Addrs:

Tel. No.:

Fax No.:

Relationship:

Opposing Parties:

Name:

Addrs:

Tel. No.:

Fax No.:

Relationship:

Name:

Addrs:

Tel. No.:

Fax No.:

Relationship:

Robert Spallina

From: Robert Spallina
Sent: Wednesday, April 21, 2010 10:37 AM
To: 'Diana Banks'; Prindle, Christopher
Subject: RE: Grandchildren's Trusts

I can't do anything until I have all of them.

Robert L. Spallina, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
E-mail: rspallina@tescherspallina.com

If you would like to learn more about TESCHER & SPALLINA, P.A., please visit our website at www.tescherspallina.com

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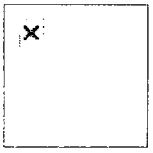
From: Diana Banks [mailto:diana@lifeinsuranceconcepts.com]
Sent: Wednesday, April 21, 2010 10:36 AM
To: Robert Spallina; Prindle, Christopher
Subject: RE: Grandchildren's Trusts

Do you want me to send you what I have or wait for all to be returned?

Diana Banks - Vice President of Administration

. . . . . .



Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, FL 33487
Tel: 561.988.8984
Toll Free: 866.395.8984
Fax: 561.988.0833
Email: Diana@LifeInsuranceConcepts.com

www.LifeInsuranceConcepts.com

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4/21/2010

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Wednesday, April 21, 2010 10:35 AM
To: Diana Banks; Prindle, Christopher
Subject: RE: Grandchildren's Trusts

I will need originals of everything Diana for the court.

Robert L. Spallina, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
E-mail: rspallina@tescherspallina.com

If you would like to learn more about TESCHER & SPALLINA, P.A., please visit our website at www.tescherspallina.com

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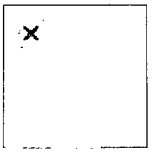
From: Diana Banks [mailto:diana@lifeinsuranceconcepts.com]
Sent: Wednesday, April 21, 2010 10:31 AM
To: 'Prindle, Christopher'
Cc: Robert Spallina
Subject: Grandchildren's Trusts

Attached are copies of 2 of the 5. Not sure if you can get started w/ attached. I continue to follow up with the remaining kids daily. Will send as soon as I receive. Thanks

Diana Banks - Vice President of Administration

. . . . . .



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Robert Spallina

From: Diana Banks [diana@lifeinsuranceconcepts.com]
Sent: Thursday, April 08, 2010 9:19 AM
To: Robert Spallina
Subject: Trust Paperwork

Hi Robert, I am still waiting on a few of the families to return. I sent them a follow up email yesterday. Thanks for checking in.

Diana Banks - Vice President of Administration

. . . . . .

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111897

Robert Spallina

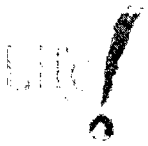
From: Diana Banks [diana@lifeinsuranceconcepts.com]
Sent: Tuesday, January 26, 2010 10:29 AM
To: Robert Spallina
Subject: RE: from Si Bernstein

Thanks for responding so quickly, Robert. He will be here until noon on Friday. Please call him when you get a minute.

Thanks again and have a good week.
Diana

Diana Banks - Vice President of Administration

. . . . . .



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From: rspallina@tescherspallina.com [mailto:rspallina@tescherspallina.com]
Sent: Tuesday, January 26, 2010 10:29 AM
To: Diana Banks
Subject: Re: from Si Bernstein

Diana - hope all is well. The trust was used for asset protection purposes and owns Si's interest in the partnership. I am away at a conference until Friday. Please advise if he has a few minutes that day to discuss. Thanks

Sent from my Verizon Wireless BlackBerry

From: Diana Banks <diana@lifeinsuranceconcepts.com>

1/29/2010

Date: Tue, 26 Jan 2010 10:22:44 -0500
To: 'Robert Spallina'<rspallina@tescherspallina.com>
Subject: from Si Bernstein

Hi Robert, attached is an invoice that Si received. What is the purpose of the Trust? Can he do without? He doesn't want to pay $6,000 a year for the trust. Please advise. Thanks

Diana Banks - Vice President of Administration

. . . . . .

Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
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Fax: 561.988.0833
Email: Diana@LifeInsuranceConcepts.com

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11187

Robert Spallina

From: White, Kelly A. [KWhite@WilmingtonTrust.com]
Sent: Tuesday, October 21, 2008 2:47 PM
To: Lashmit, Sandra J.; Robert Spallina
Cc: Simon Bernstein (simonbernstein@lifeinsuranceconcepts.com); Diana Banks; Prindle, Christopher R.; Roraff, Victoria G.; Rufe, Carece
Subject: RE: Simon L. Bernstein Irrevocable Trust - WTC a/c #

Many thanks Sandy. This is confirmation that the wire has been received and posted to the account.
Regards,
Kelly

Kelly A. White, CTFA
Assistant Vice President
Wealth Advisory Services
Wilmington Trust Company
1100 North Market Street |Rodney Square North
Wilmington, Delaware 19890-1000
Direct Ph: 302.651.8980 ~~ Fax: 302.427.4624
Toll free: 1.800.441.7120 (x8980)
kwhite@wilmingtontrust.com

From: Lashmit, Sandra J. [mailto:slashmit@StanfordEagle.com]
Sent: Tuesday, October 21, 2008 1:57 PM
To: White, Kelly A.; Robert Spallina
Cc: Simon Bernstein (simonbernstein@lifeinsuranceconcepts.com); Diana Banks; Prindle, Christopher R.; Roraff, Victoria G.; Rufe, Carece
Subject: FW: Simon L. Bernstein Irrevocable Trust - WTC a/c #

Hello Kelly and Robert ~ We have wired $6,375 from Bernstein Family Investments, LLLP to the account at Wilmington Trust: ***Wilmington Trust Company Trustee U/A Dtd. 6/2/08 - Simon L. Bernstein Irrevocable Trust*** today per instructions.

Have a good day!

Sandy

Sandra Lashmit
Registered Client Service Associate

Stanford Group Company
5200 Town Center Circle, 6th Floor
Boca Raton, FL 33486

(561) 544-8234 Direct
(561) 544-8200 Main
(877) 544-8230 Toll Free
(561) 544-8222 Fax
slashmit@stanfordeagle.com

10/21/2008

From: Prindle, Christopher R.
Sent: Monday, October 20, 2008 3:39 PM
To: Lashmit, Sandra J.; Roraff, Victoria G.
Subject: FW: Simon L. Bernstein Irrevocable Trust - WTC a/c #

Please process accordingly with approvals – thanks.

From: Robert Spallina [mailto:RSpallina@tescherlaw.com]
Sent: Monday, October 20, 2008 2:34 PM
To: Prindle, Christopher R.
Cc: Diana Banks; Simon Bernstein
Subject: FW: Simon L. Bernstein Irrevocable Trust - WTC a/c #

Chris - see below. I spoke to Kelly and told her that Si's trust would pay the fees on an annual basis. Please have have a check drawn (or wire transfer) in the amount of $6,375 from the LLLP account. Wilmington has an account open on their end that they will pay the trustee fees from once funded.

Thanks,

Robert

Pursuant to the provisions of Internal Revenue Service Circular 230 that apply to written advice provided by Federal tax practitioners, please be advised (a) that if any advice herein relating to a Federal tax issue would, but for this disclaimer, constitute a "reliance opinion" within the meaning of Circular 230, such advice is not intended or written to be used, and cannot be used by the affected taxpayer, for the purpose of avoiding penalties that may be imposed on the taxpayer, and (b) any written statement contained herein relating to any Federal tax issue may not be used by any person to support the promotion or marketing of, or to recommend, any Federal tax transaction(s) or matter(s) addressed herein. We would be happy to discuss the effect of this disclaimer, and alternatives to this disclaimer, with you if desired.

Robert L. Spallina, Esq.
TESCHER & SPALLINA, P.A.
2101 Corporate Blvd., Suite 107
Boca Raton, Florida 33431
Telephone: 561-998-7847
Facsimile: 561-998-2642
E-mail: rspallina@tescherlaw.com

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From: White, Kelly A. [mailto:KWhite@WilmingtonTrust.com]
Sent: Monday, October 20, 2008 11:49 AM
To: Robert Spallina
Cc: Rufe, Carece
Subject: RE: Simon L. Bernstein Irrevocable Trust - WTC a/c #

Robert – Thanks very much. The check should be made payable to the Simon L. Bernstein Irrevocable Trust – or if preferred, the funds may be wired – per the instructions I list below. Just to let you know, the funds are deposited to the trust and then fees are deducted on a monthly basis from the cash portion of the trust -(our fees aren't actually being prepaid).

Many thanks for your help with this!
-Kelly

Wire instructions:

Wilmington Trust Company
1100 N Market Street
Wilmington, DE 19809-0001
ABA # 031100092
Account Name: Wilmington Trust Company Trustee U/A Dtd. 6/2/08 - Simon L. Bernstein Irrevocable Trust
Account # 088949-000

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Visit our website at www.wilmingtontrust.com

Investment products are not insured by the FDIC or any other governmental agency, ar

Robert Spallina

From: Lashmit, Sandra J. [slashmit@StanfordEagle.com]
Sent: Tuesday, October 21, 2008 1:57 PM
To: White, Kelly A.; Robert Spallina
Cc: Simon Bernstein (simonbernstein@lifeinsuranceconcepts.com); Diana Banks; Prindle, Christopher R.; Roraff, Victoria G.; crufe@WilmingtonTrust.com
Subject: FW: Simon L. Bernstein Irrevocable Trust - WTC a/c #

Hello Kelly and Robert ~ We have wired $6,375 from Bernstein Family Investments, LLLP to the account at Wilmington Trust: ***Wilmington Trust Company Trustee U/A Dtd. 6/2/08 - Simon L. Bernstein Irrevocable Trust*** today per instructions.

Have a good day!

Sandy

Sandra Lashmit
Registered Client Service Associate

Stanford Group Company
5200 Town Center Circle, 6th Floor
Boca Raton, FL 33486

(561) 544-8234 Direct
(561) 544-8200 Main
(877) 544-8230 Toll Free
(561) 544-8222 Fax
slashmit@stanfordeagle.com

From: Prindle, Christopher R.
Sent: Monday, October 20, 2008 3:39 PM
To: Lashmit, Sandra J.; Roraff, Victoria G.
Subject: FW: Simon L. Bernstein Irrevocable Trust - WTC a/c #

Please process accordingly with approvals – thanks.

From: Robert Spallina [mailto:RSpallina@tescherlaw.com]
Sent: Monday, October 20, 2008 2:34 PM
To: Prindle, Christopher R.
Cc: Diana Banks; Simon Bernstein
Subject: FW: Simon L. Bernstein Irrevocable Trust - WTC a/c #

Chris - see below. I spoke to Kelly and told her that Si's trust would pay the fees on an annual basis. Please

have have a check drawn (or wire transfer) in the amount of $6,375 from the LLLP account. Wilmington has an account open on their end that they will pay the trustee fees from once funded.

Thanks,

Robert

Pursuant to the provisions of Internal Revenue Service Circular 230 that apply to written advice provided by Federal tax practitioners, please be advised (a) that if any advice herein relating to a Federal tax issue would, but for this disclaimer, constitute a "reliance opinion" within the meaning of Circular 230, such advice is not intended or written to be used, and cannot be used by the affected taxpayer, for the purpose of avoiding penalties that may be imposed on the taxpayer, and (b) any written statement contained herein relating to any Federal tax issue may not be used by any person to support the promotion or marketing of, or to recommend, any Federal tax transaction(s) or matter(s) addressed herein. We would be happy to discuss the effect of this disclaimer, and alternatives to this disclaimer, with you if desired.

Robert L. Spallina, Esq.
TESCHER & SPALLINA, P.A.
2101 Corporate Blvd., Suite 107
Boca Raton, Florida 33431
Telephone: 561-998-7847
Facsimile: 561-998-2642
E-mail: rspallina@tescherlaw.com

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From: White, Kelly A. [mailto:KWhite@WilmingtonTrust.com]
Sent: Monday, October 20, 2008 11:49 AM
To: Robert Spallina
Cc: Rufe, Carece
Subject: RE: Simon L. Bernstein Irrevocable Trust - WTC a/c #

Robert – Thanks very much. The check should be made payable to the Simon L. Bernstein Irrevocable Trust – or if preferred, the funds may be wired – per the instructions I list below. Just to let you know, the funds are deposited to the trust and then fees are deducted on a monthly basis from the cash portion of the trust -(our fees aren't actually being prepaid).

Many thanks for your help with this!
-Kelly

Wire instructions:

Wilmington Trust Company
1100 N Market Street
Wilmington, DE 19809-0001
ABA # 031100092
Account Name: Wilmington Trust Company Trustee U/A Dtd. 6/2/08 - Simon L. Bernstein

Irrevocable Trust
Account # 088949-000

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Robert Spallina

From: Robert Spallina
Sent: Monday, October 06, 2008 11:16 AM
To: 'Diana Banks'
Cc: 'Prindle, Christopher R.'; 'kwhite@wilmingtontrust.com'; 'Fritz, David S.'; Simon Bernstein
Subject: Si's LLLP Account at Stanford

Diana - Wilmington Trust as Trustee of the Delaware Trust is looking for Stanford to provide cost basis information and market values of the LLLP account as of 9/30/08 so that they can book these entries in their system. Si's limited partnership interest is 49.5% of the total account value. Please have Si give Chris Prindle a call or email him authorization to do this. Si should have received a letter last week regarding same. If you have any questions, please give me a call.

Best regards,

Robert

Pursuant to the provisions of Internal Revenue Service Circular 230 that apply to written advice provided by Federal tax practitioners, please be advised (a) that if any advice herein relating to a Federal tax issue would, but for this disclaimer, constitute a "reliance opinion" within the meaning of Circular 230, such advice is not intended or written to be used, and cannot be used by the affected taxpayer, for the purpose of avoiding penalties that may be imposed on the taxpayer, and (b) any written statement contained herein relating to any Federal tax issue may not be used by any person to support the promotion or marketing of, or to recommend, any Federal tax transaction(s) or matter(s) addressed herein. We would be happy to discuss the effect of this disclaimer, and alternatives to this disclaimer, with you if desired.

Robert L. Spallina, Esq.
TESCHER & SPALLINA, P.A.
2101 Corporate Blvd., Suite 107
Boca Raton, Florida 33431
Telephone: 561-998-7847
Facsimile: 561-998-2642
E-mail: rspallina@tescherlaw.com

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Governmental Center - First Floor
301 North Olive Avenue
West Palm Beach, Florida 33401
Tel: (561) 355-2866 Fax: (561) 355-4416

Gary R. Nikolits, CFA
Palm Beach County
Property Appraiser

SEP 02, 2008

00-42-46-33-11-000-7810
BERNSTEIN SHIRLEY
7020 LIONS HEAD LN
BOCA RATON FL 33498

NO FURTHER REQUEST WILL BE MAILED IN REFERENCE TO COMPLETION OF THIS DOCUMENT:

RE: CERTIFICATE OF TRUST - HOMESTEAD EXEMPTION

Dear Homeowner(s):

Our office has received a recorded document that transfers the title of your homesteaded property into a Trust. This transfer may affect your homestead exemption status. In order to continue the homestead exemption, it will be necessary for you to complete the attached **Certificate of Trust,** certifying entitlement to the use and occupancy of the property.

This **Certificate of Trust** form needs to be completed, notarized, and returned to this office. The form should be completed by the person(s) who is/are entitled to the use and occupancy of the property, as to an equitable life estate. This would also be the person(s) benefiting from the trust in his/her/their lifetime.

Homestead exemption is granted to permanent Florida residents only. You must live on the property and have established permanent Florida residency to be eligible for homestead exemption. If you are unsure as to whether or not you qualify for the exemption, please contact one of our offices listed above or below. If you are unsure about filling out the form, please contact your attorney or your estate planner.

THE CERTIFICATE OF TRUST FORM MUST BE RETURNED TO THE PROPERTY APPRAISERS OFFICE NO LATER THAN 30 DAYS FROM THE DATE OF THIS LETTER

Our office cannot continue the homestead exemption on your property without receipt of this certificate. Please do not delay in returning this form as it may result in the denial of your homestead exemption

PLEASE RETURN THE COMPLETED AND NOTARIZED CERTIFICATE TO:

Palm Beach County Property Appraisers Office
Exemption Services Department - Trust processing
301 N. Olive Avenue - 1st Floor Governmental Center
West Palm Beach, FL 33401

If our office can be of further assistance, please call (561) 355-2866.

Mid-Western Communities Service Center
200 Civic Center Way - suite 200
Royal Palm Beach, FL 33411
Tel:(561) 784-1220
Fax:(561) 784-1241

North County Service Center
3188 PGA Blvd.
Palm Beach Gardens, FL 33410
Tel:(561) 624-6521
Fax:(561) 624-6565

South County Service Center
501 S. Congress Ave.
Delray Beach, FL 33445
Tel:(561) 276-1250
Fax:(561) 276-1278

Western County Service Center
2976 State Road 15
Belle Glade, FL 33430
Tel:(561) 996-4890
Fax:(561) 996-1661

CERTIFICATE OF TRUST

I/WE HEREBY CERTIFY THAT _____

is/are entitled to the use and occupancy of the following real property for my/our lifetime(s) under the terms of the _____
(Name of Trust)

trust dated _____; and therefore have sufficient equitable title to claim an entitlement to homestead exemption pursuant to Section 196.041(2) of the Florida State Statutes and Regulation 12D-7.011 of the Department of Revenue, State of Florida.

PARCEL IDENTIFICATION NUMBER AND LEGAL DESCRIPTION:
00-42-46-33-11-000-7810
ST ANDREWS COUNTRY CLUB PL 14 LT 781

SOCIAL SECURITY #:

_____
Signature

_____
Print Name

SOCIAL SECURITY #:

_____
Signature

_____
Print Name

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ 20_____, by _____, who is/are personally known by me or who has/have produced _____ as identification, and who did take an Oath.

_____
Notary Public

_____
Print Name

CFN 20080203511
OR BK 22668 PG 0446
RECORDED 05/30/2008 09:05:38
Palm Beach County, Florida
ANT 10.00
Doc Stamp 0.70
Sharon R. Bock,CLERK & COMPTROLLER
Pgs 0446 - 447; (2pgs)

PREPARED BY AND RETURN TO:
Robert L. Spallina, Esquire
Tescher & Spallina, P.A
2101 Corporate Blvd., Suite 107
Boca Raton, Florida 33431
Telephone: 561-998-7847

Parcel Control No. 06-43-47-32-38-002-0035

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, is made this 20 day of May, 2008, between SIMON BERNSTEIN and SHIRLEY BERNSTEIN, a married couple, as Grantors, and SHIRLEY BERNSTEIN, Trustee of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008, whose mailing address is 7020 Lions Head Lane, Boca Raton, Florida 33498, as Grantee.

(WHEREVER used herein, the terms "***Grantor***" and "***Grantee***" include all the parties to this instrument and their heirs, legal representatives and assigns of such individuals, and the successors and assigns of corporations.)

WITNESSETH, that said Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration to it in hand paid by Grantee, the receipt of which is hereby acknowledged, does hereby remise, release and quit-claim to Grantee and Grantee's heirs and assigns forever, the following described real property situated, lying and being in Palm Beach County, Florida, to-wit:

Condominium Parcel Number C5 of the Center Building of ARAGON CONDOMIMIUM according to the Declaration of Condominium thereof recorded in Official Records Book 8921, Page 1267 of the Public Records of Palm Beach County, Florida.

This conveyance is subject to the following:

1. Taxes and assessments for the year 2008 and subsequent years.

2. Conditions, restrictions, limitations, dedications, reservations, existing zoning ordinances, and easements of record including, but not limited to, water, sewer, gas, electric and other utility agreements of record.

Grantor hereby certifies that said property is not the grantor's homestead and that grantor resides elsewhere.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

==========

In WITNESS WHEREOF, Grantor has set Grantor's hand and seal as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

(Print Name)

(Print Name)

(Print Name)

(Print Name)

SHIRLEY BERNSTEIN, individually
Address: 7020 Lions Head Lane
Boca Raton, FL 33498

SIMON BERNSTEIN, individually
Address: 7020 Lions Head Lane
Boca Raton, FL 33498

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 20 day of May, 2008, by SHIRLEY BERNSTEIN and SIMON BERNSTEIN, who ☑ are personally known to me; or ☐ produced the following identification _____.

NOTARY PUBLIC-STATE OF FLORIDA
Kimberly Moran
Commission # DD766470
Expires: APR. 28, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

Signature of Notary Public, State of Florida

(Print, Type or Stamp Commissioned Name of Notary Public)

CFN 20080203512
OR BK 22668 PG 0448
RECORDED 05/30/2008 09:05:38
Palm Beach County, Florida
AMT 10.00
Doc Stamp 0.70
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0448 - 449; (2pgs)

PREPARED BY AND RETURN TO:
Robert L. Spallina, Esquire
Tescher & Spallina, P.A.
2101 Corporate Blvd., Suite 107
Boca Raton, Florida 33431
Telephone: 561-998-7847

Parcel Control No. 00-42-46-33-11-000-7810

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, is made this 20 day of May, 2008, between SHIRLEY BERNSTEIN, joined by her spouse, SIMON L. BERNSTEIN, as Grantor, and SHIRLEY BERNSTEIN , Trustee of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008, whose mailing address is 7020 Lions Head Lane, Boca Raton, Florida 33498, as Grantee.

(WHEREVER used herein, the terms "***Grantor***" and "***Grantee***" include all the parties to this instrument and their heirs, legal representatives and assigns of such individuals, and the successors and assigns of corporations.)

WITNESSETH, that said Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration to it in hand paid by Grantee, the receipt of which is hereby acknowledged, does hereby remise, release and quit-claim to Grantee and Grantee's heirs and assigns forever, the following described real property situated, lying and being in Palm Beach County, Florida, to-wit:

Lot 781, ST. ANDREWS COUNTRY CLUB, PLAT NO. 14, according to the Plat thereof, as recorded in Plat Book 57, Pages 132-135, inclusive, of the Public Records of Palm Beach County, Florida.

This conveyance is subject to the following:

1. Taxes and assessments for the year 2008 and subsequent years.

2. Conditions, restrictions, limitations, dedications, reservations, existing zoning ordinances, and easements of record including, but not limited to, water, sewer, gas, electric and other utility agreements of record.

Grantor hereby certifies that said property is the grantor's homestead.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

==========

In WITNESS WHEREOF, Grantor has set Grantor's hand and seal as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

(Print Name)

(Print Name)

(Print Name)

(Print Name)

SHIRLEY BERNSTEIN, individually
Address: 7020 Lions Head Lane
Boca Raton, FL 33498

SIMON BERNSTEIN, individually
Address: 7020 Lions Head Lane
Boca Raton, FL 33498

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 20 day of May, 2008, by SHIRLEY BERNSTEIN and SIMON BERNSTEIN, who ☒ are personally known to me; or ☐ produced the following identification _____.

NOTARY PUBLIC-STATE OF FLORIDA
Kimberly Moran
Commission # DD766470
Expires: APR. 28, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

Signature of Notary Public, State of Florida

(Print, Type or Stamp Commissioned Name of Notary Public)

TO: Recorder's Office
Palm Beach County Clerk of Courts
205 North Dixie, Room 4.26
P.O. Box 4177
West Palm Beach, FL 33402

CFN 20040405688
OR BK 17248 PG 1096
RECORDED 07/13/2004 11:32:35
Palm Beach County, Florida
ANT 1,600,000.00
Doc Stamp 11,200.00
Dorothy H Wilken, Clerk of Court

THIS INSTRUMENT PREPARED BY AND RETURN TO:

Alan J. Werksman, Esquire
160 S.W. 12th Avenue, Suite 101B
Deerfield Beach, Florida 33442
Parcel Identification (Folio) Numbers: 06-43-47-32-38-002-0035

Space Above This Line For Recording Data

THIS WARRANTY DEED, made the **30th** day of **June, 2004** by **2500 Developers Inc.,** herein called the Grantor, to **Simon Bernstein and Shirley L. Bernstein, his wife,** whose post office address is **7020 Lions Head Lane, Boca Raton, Florida 33496,** hereinafter called the Grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

W I T N E S S E T H: That the Grantor, for and in consideration of the sum of TEN AND 00/100'S ($10.00) Dollars and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all that certain land situate in PALM BEACH County, State of Florida, viz.:

Condominium Parcel Number C5 of the Center Building of ARAGON CONDOMINIUM according to the Declaration of Condominium thereof recorded in Official Records Book 8921, Page 1267 of the Public Records of Palm Beach County, Florida

Property Address: 2494 South Ocean Boulevard, Unit C5, Boca Raton, FL 33432

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2003.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness #1 Signature

Witness #1 Printed Name

Witness #2 Signature

Witness #2 Printed Name

2500 Developers Inc., a Florida corporation

By: James H. Cohen, Vice-President
321 E. Hillsboro Blvd., Deerfield, Florida 33441

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 30th day of June, 2004 by James H. Cohen, Vice President of 2500 Developers Inc. who is personally known to me.

Notary Public

Tara M Heller
My Commission DD108388
Expires July 08, 2006

File No: 04-881-1

Gary R. Nikolits, CFA — Property Appraiser's Public Access System
Property Appraiser — Palm Beach County
Home

Property Information

View Map | Calculate Portability

Location Address: 2494 S OCEAN BLVD C5
Municipality: BOCA RATON
Parcel Control Number: 06-43-47-32-38-002-0035
Subdivision: ARAGON COND DECL FILED 9-18-95 IN OR8921P1267
Official Records Book: 17248 Page: 1096 Sale Date: Jun-2004
Legal Description: ARAGON COND UNIT C-5 BLDG SOUTH

Owner Information

All Owners

Name: BERNSTEIN SIMON &
Mailing Address: 7020 LIONS HEAD LN
BOCA RATON FL 33496 5931

Sales Information

Sales Date	Book/Page	Price	Sale Type	Owner
Jun-2004	17248/1096	$1,600,000	WARRANTY DEED	BERNSTEIN SIMON &

Exemptions

Exemption Information Unavailable.

Appraisals

Tax Year:	2007	2006	2005
Improvement Value:	$1,600,000	$1,600,000	$1,350,000
Land Value:	$0	$0	$0
Total Market Value:	$1,600,000	$1,600,000	$1,350,000

Property Information
Number of Units: 1
*Total Square Feet: 3764
Acres: 1

Use Code: 0400 Description: CONDOMINIUM
* in residential properties may indicate living area.

Assessed and Taxable Values

Tax Year:	2007	2006	2005
Assessed Value:	$1,600,000	$1,600,000	$1,350,000
Exemption Amount:	$0	$0	$0
Taxable Value:	$1,600,000	$1,600,000	$1,350,000

Structure Detail

Tax Values

Tax Calculator | Details | Calculate Additional Homestead

Tax Year:	2007	2006	2005
Ad Valorem:	$28,202	$30,652	$26,955
Non Ad Valorem:	$88	$85	$53
Total Tax:	$28,290	$30,737	$27,008

Tax Collector WebSite

NOTE: Lower the top and bottom margins to 0.25 on File->Page Setup menu option in the browser to print the detail on one page.

This Instrument Prepared by:
Susan J. Pontigas, Esq.
STROOCK & STROOCK & LAVAN
3300 First Union Financial Center
200 South Biscayne Boulevard
Miami, Florida 33131

JUN-09-1993 12:51pm 93-178355
ORB 7745 Pg 1767
Con 894,000.00 Doc 6,258.00

Property Control No. 00-42-46-33-11-000-7810

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made this 1st day of June, 1993, by CITIBANK, FEDERAL SAVINGS BANK, a federal savings bank ("Grantor"), whose address is 255 East Dania Beach Boulevard, Dania, Florida 33044 and SHIRLEY BERNSTEIN, a married woman ("Grantee"), whose mailing address is 7020 Lions Head Lane, Boca Raton, Florida 33498.

WITNESSETH:

THAT the Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, to it in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the Grantee, her heirs, legal representatives, successors and assigns forever, all right, title and interest in and to the following real property located and situate in the County of Palm Beach, State of Florida, described as follows:

Lot 781, ST. ANDREWS COUNTRY CLUB, PLAT NO. 14, according to the Plat thereof, as recorded in Plat Book 57, Pages 132-135, inclusive, of the Public Records of Palm Beach County, Florida (the "Property").

This conveyance is subject to the foregoing:

1. Taxes and assessments for the year 1993 and subsequent years which are not yet due and payable;

2. Conditions, covenants, restrictions, reservations, limitations and easements and rights-of-way of record, if any; but this provision shall not operate to re-impose the same; and

3. Zoning ordinances and restrictions, reservations, prohibitions and any requirement imposed by governmental authority.

The benefits and obligations hereunder shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of the Grantee, and the Grantor warrants title to all the premises hereby conveyed, and will defend the same against the lawful claims of all persons whomsoever claiming by, through and under the Grantor herein.

RETURN TO:
Brent G. Wolmer, Esquire
Jonas and Wolmer, P.A.
3300 PGA Blvd., Ste 870
Palm Beach Gardens, FL 33410

IN WITNESS WHEREOF, the Grantor has caused theses presents to be executed by its authorized officer, on the day and year first above written.

Signed, sealed and delivered in the presence of:

CITIBANK, FEDERAL SAVINGS BANK, a federal savings bank

Barbara Cohen
Print Name: BARBARA COHEN

By: Richard A. Nash V.P.
Richard A. Nash, as Vice President

Dan Mack
Print Name: DAN MACK

(Corporate Seal)

Address:
255 East Dania Beach Boulevard
Dania, Florida 33044

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 01 day of June, 1993, by Richard A. Nash, as Vice President of Citibank, Federal Savings Bank, a federal savings bank, on behalf of the bank. He is personally known to me or produced a Florida driver's license as identification and did not take an oath.

M P Malone
Print Name: M P MALONE
Notary Public, State of Florida
Commission No. 131826

My Commission Expires:

Notary Public M P MALONE STATE OF FLORIDA My Comm Exp 7/30/95 BONDED

This is not an official copy

10090819

ORB 7745 Pg 1769
RECORD VERIFIED DOROTHY H WILKEN
CLERK OF THE COURT - PB COUNTY, FL

CERTIFICATE OF APPROVAL

The undersigned officer of ST. ANDREWS COUNTRY CLUB PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation, not for profit, in connection with the sale of Lot 781, ST. ANDREWS COUNTRY CLUB, PLAT 14 according to Public Records as recorded in Plat Book 57 page 132-135, Public Records of Palm Beach County, Florida, (herein referred to as the "Property") to Simon and Shirley Bernstein (hereinafter referred to as ("Owner") hereby certify that:

1. The St. Andrews Country Club Property Owners Association, Inc., hereby waives the "repurchase option" contained within Article IX of the Declaration of Covenants and Restrictions for St. Andrews Country Club, dated and recorded July 21, 1982, in Official Record Book 3762, Page 1564, Public Records of Palm Beach County, Florida.

2. St. Andrews Country Club Property Owners Association, Inc., on behalf of its Membership Committee, approves and authorizes the sale of the Property in accordance with the provisions contained within Article XV, Section 1 (A) of the Declaration of Covenants and Restrictions, dated and recorded July 21, 1982, in Official Record Book 3762, Page 1564, of the Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Certificate of Approval the 1 day of June, 1993.

Signed, Sealed and Delivered the presence of:

Witness (Sign)

Witness (Print)

Witness (Sign)

Witness (Print)

ST. ANDREWS COUNTRY CLUB in PROPERTY OWNERS ASSOCIATION INC., a Florida non-profit corporation

By George Friedland/President

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 1 day of June, 1993 by George Friedland, as President of the Property Owners Association, Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced as identification.

Notary Public (Sign)

Notary Public (Print)

State of Florida
My Commission Expires:

(Notary Seal)

Gary R. Nikolits, CPA Property Appraiser's Public Access System
Property Appraiser Palm Beach County
Home

Property Information

View Map
Calculate Portability

Location Address: 7020 LIONS HEAD LN
Municipality: UNINCORPORATED
Parcel Control Number: 00-42-46-33-11-000-7810
Subdivision: ST ANDREWS COUNTRY CLUB PL 14
Official Records Book: 07745 Page: 1767 Sale Date: Jun-1993
Legal Description: ST ANDREWS COUNTRY CLUB PL 14 LT 781

Owner Information

All Owners

Name: BERNSTEIN SHIRLEY
Mailing Address: 7020 LIONS HEAD LN
BOCA RATON FL 33496 5931

Sales Information

All Sales

Sales Date	Book/Page	Price	Sale Type	Owner
Jun-1993	07745/1767	$894,000	WARRANTY DEED	BERNSTEIN SHIRLEY
May-1993	07730/0544	$1,000	CERT OF TITLE	
May-1990	06457/1767	$322,500	WARRANTY DEED	

Exemptions

Exemption Information Unavailable.

Appraisals

Tax Year:	2007	2006	2005
Improvement Value:	$477,558	$523,277	$441,734
Land Value:	$725,000	$725,000	$725,000
Total Market Value:	$1,202,558	$1,248,277	$1,166,734

Property Information
Number of Units: 1
*Total Square Feet: 7525
Acres: 0.33

Use Code: 0100 Description: RESIDENTIAL
* in residential properties may indicate living area.

Assessed and Taxable Values

Structure Detail

Tax Year:	2007	2006	2005
Assessed Value:	$1,202,558	$1,248,277	$1,166,734
Exemption Amount:	$0	$0	$0
Taxable Value:	$1,202,558	$1,248,277	$1,166,734

Tax Values

Tax Calculator
Details
Calculate Additional Homestead

Tax Year:	2007	2006	2005
Ad Valorem:	$20,193	$22,786	$22,230
Non Ad Valorem:	$269	$308	$286
Total Tax:	$20,462	$23,094	$22,516

Tax Collector WebSite

NOTE: Lower the top and bottom margins to 0.25 on File->Page Setup menu option in the browser to print the detail on one page.

June 29, 1999

ESTATE OF STANLEY BERNSTEIN (91) 12/16/10

REVIEW TITLING ON HOME & CONDO
- BOTH IN STANLEY'S TRUST

PREPARE PROBATE ORDER FOR SIGNATURE

Fax: 561.988.0833
Email: Diana@LifeInsuranceConcepts.com

www.LifeInsuranceConcepts.com

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From: Diana Banks
Sent: Wednesday, July 27, 2011 4:25 PM
To: 'Craig, Janet'; 'Robert Spallina'
Cc: Simon Bernstein; Worth, Hunt; Sigalos, Janet; Vereb, Patricia; Roraff, Victoria
Subject: RE: Bernstein Tax Information

Please see attached. Thank you, Diana

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Janet Craig, CTFA
Senior Vice President & Compliance Officer
Oppenheimer Trust Company
18 Columbia Turnpike
Florham Park, NJ 07932
Tel: 973-245-4635
Fax: 973-245-4699
Email: Janet.Craig@opco.com

From: Diana Banks [mailto:diana@lifeinsuranceconcepts.com]
Sent: Thursday, July 21, 2011 12:46 PM
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Cc: Simon Bernstein; Worth, Hunt; Sigalos, Janet; Vereb, Patricia
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Janet, please advise of status of the Trust transfer. Thank you, Diana

Diana Banks - Vice President of Administration

. . . . . .

Life!

Life Insurance Concepts
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Boca Raton, FL 33487
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Sent: Tuesday, July 12, 2011 10:22 AM
To: Diana Banks; Roraff, Victoria
Cc: Worth, Hunt; Sigalos, Janet; Vereb, Patricia
Subject: Bernstein Tax Information

Diana and Vicky,

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Robert Spallina

From: Craig, Janet [Janet.Craig@opco.com]
Sent: Friday, July 29, 2011 11:21 AM
To: Roraff, Victoria
Cc: Simon Bernstein; Worth, Hunt; Sigalos, Janet; Vereb, Patricia; Robert Spallina; 'Diana Banks'; Sigalos, Janet; Vereb, Patricia
Subject: RE: Bernstein Tax Information
Attachments: Bernstein fbo Eric 50% distribution.pdf; Bernstein fbo Alexandra 50% distribution.pdf; image001.jpg

Vickie,

Alexandra and Eric became eligible for a 50% distribution of their trust accounts upon attaining age 21.

Attached please find a letter of authorization for each account directing the transfer of 50% of the assets to accounts in each of their individual names. Also attached is a spreadsheet outlining the distribution and delivery instructions for each account. The remaining 50% of each account will be transferred to new trusts in each of their names, once the distribution paperwork has been completed.

Please feel free to call me if you have any questions.

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OPPENHEIMER
TRUST COMPANY

Oppenheimer Trust Company
18 Columbia Turnpike
Florham Park, NJ 07932
Phone 973-245-4635
Fax 973-245-4699

Oppenheimer & Co. Inc.
Boca Village Corporate Center
4855 Technology Way
Suite 400
Boca Raton, FL 33431
Attn: Vickie Roraff

Re: Oppenheimer Trust Company, Trustee
Simon Bernstein fbo Eric
Acct # G511434321

Dear Vickie,

Please accept this letter as your authorization to transfer 50% of the above referenced account in accordance with the delivery instructions, attached.

Also attached is a spreadsheet outlining the 50% distribution.

Thank you for your assistance in this matter. Please feel free to call me if you have any questions.

Sincerely,

Janet Craig
Senior Vice President

Acct Name: SIMON BERNSTEIN IRREVOCABLE TRUST
U/A 9/7/06
FBO ERIC BERNSTEIN
OPPENHEIMER TRUST CO, SUCCESSOR
TRUSTEE
Acct Number: 21 00 0910 0 03

Security Name	Shares/Par	Average Unit Cost	Cost	Unit Market	Market Value
ADVANTAGE BANK DEP					15,214.53
FIXED INCOME SECURITIES					
ISHARES LEHMAN 20+	8.0000	47.4500	759.2000	47.8300	765.2800
ISHARES TR 7-10 YR	22.5000	47.4000	2,133.0550	48.6450	2,189.0250
ISHARES TR IND IBOXX	3.0000	45.2100	271.2600	55.5650	333.3900
ISHARES TR INDEX BAR	4.5000	47.5000	427.5000	56.2000	505.8000
ISHS TR BARCLYS	9.5000	50.9500	968.0500	53.3820	1,014.2600
SPDR SER TR BRCLYS	12.5000	15.4550	386.3750	20.0550	501.3750
SPDR SERIES TRUST	7.5000	24.7050	370.5750	31.2200	468.3000
EQUITIES					
SPDR SER TR DJ REIT	24.0000	19.6800	944.6400	33.8250	1,623.6000
VANGUARD INDEX FDS	61.0000	19.9350	2,431.7900	27.4000	3,342.8000
VANGUARD INDEX FDS	16.5000	20.7850	685.8750	41.6600	1,374.7800
VANGUARD INDEX FDS	8.5000	21.3350	362.6950	34.0950	579.6150
VANGUARD INDX GRWTH	42.5000	19.9350	1,694.2550	32.3300	2,748.0500
VANGUARD INTL EQ	51.5000	20.0750	2,067.6550	25.6000	2,636.8000
VANGUARD INTL EQUITY	37.0000	12.3400	913.1600	24.0300	1,778.2200
VANGUARD PACIFIC ETF	30.0000	20.6950	1,241.5800	28.5990	1,715.9400
GRAND TOTALS					**36,791.77**

July 27, 2011

Oppenheimer Trust Company
18 Columbia Turnpike
Florham Park, NY 07932

Re: Transfer of Assets

To Whom It May Concern:

I, Eric Bernstein, being over the age of 21 is requesting a transfer of assets to JP Morgan pursuant to enclosed instructions.

Please contact me at (561) 213-2003 with any questions.

Thank you,

Eric Bernstein

Depositing Securities and Cash into a J.P. Morgan Account

J.P.Morgan

Follow the instructions below to transfer securities or cash to a J.P. Morgan account. (Please see separate instructions for deposits to a JPMSI margin account.)

Please note that for all "alpha" accounts, when transferring securities you will only be able to list the "Alpha" and the first seven (7) digits of your account number. There is a 12-character limit on account numbers; therefore, "PBD#Q1234567" is the maximum allowed.

A. Securities

All Depository Trust Company-eligible* & Free transactions should be directed to:

JPMorgan Chase Bank, N.A.
DTC Participant Number **902**
FFC to Account Number - **P72500**
For Account Number - PBD# w40996006
For Account of Eric Bernstein

All Federal Reserve-eligible U.S. Government transactions should be directed to:

JPMCHASE/CUST
ABA# 021 000 021
FFC to Account Number - **P72500**
For Account Number - PBD#
For Account of

All Physical transactions should be directed to:

Mail In Deliveries: (Overnight and Regular Mail)

Service Teams Outside NY should Fed Ex certs / docs overnight to:
JPMorgan Chase Bank, N.A.
Attn: Physical Processing
500 Stanton Christiana Road
Ops 3, 2nd Floor
Newark, DE 19713-2107

FFC:
For account of

Service Teams in NY should send certs / docs to:
JPMorgan Chase Bank, N.A.
Attn: Physical Receive Department
4 Chase Metrotech Center
3rd Floor
Brooklyn, NY 11245-0001

FFC:
For account of

Street Deliveries: (via third party messenger, or walk-up)

JPMorgan Chase Bank, N.A.
Attn: Physical Receive Department
4 Chase Metrotech Center, 1st Floor, Window #5
Brooklyn, NY 11245-0001
(Use Willoughby Street Entrance)
Internal Account #: P72500

FFC:
For account of

Affirmation Instructions:

Standing Instruction Broker

DTC 902
Agent I.D. #29038
Institution I.D. #27656
Agent Interested Account - PBD#
Interested Party #27656
A/C **P72500**

Both the Agent Interested Account number and the A/C **P72500** *account number must be referenced.*

MONEY MANAGER is the affirming party

DTC 902
Agent I.D. #28574
Institution I.D. -
Agent Interested Account - PBD#
Interested Party #27656
A/C **P72500**

Both the Agent Interested Account number and the A/C **P72500** *account number must be referenced.*

B. Foreign Currency

*Note that when depositing foreign currency to an account, whether the funds are converted to USD or not, please contact your Account Officer for correct wiring instructions.

Depositing Securities and Cash into a J.P. Morgan Account

J.P.Morgan

C. Cash Deposits

Please include deposit ticket with check, checks can be sent to:

Regular Mail
KY1-0900
JPMorgan Chase Bank, N.A.
P.O. Box 34110
Louisville, KY 40232-4110
**Account Number* – _____
For Account of – _____

Overnight Mail
KY1-0900
JPMorgan Chase Bank, N.A.
6714 Grade Lane, Bldg. 8, Suite 807
Louisville, KY 40213
**Account Number* – _____
For Account of – _____

Foreign Checks
JPMorgan Chase Bank, N.A.
International Check Collections
1111 Fannin Street, Floor 13
Houston, TX 77002
Mail Code-TX2-F012

For ACH transfers, the ABA and Account Information should be taken from the MICR line of the checks.
ACH transfers should be sent to:

Checking and Money Market Deposit (MMDA) Accounts
JPMorgan Chase Bank, N.A.
***ABA # -* _____ (enter from list below)
**Account Number* – _____
For Account of – _____

All Other Accounts
JPMorgan Chase Bank, N.A.
500 Stanton Christiana Rd
Newark, DE 19713
ABA # 022 000 842
**Account Number* – _____
For Account of – _____

Federal Fund wires should be sent to:

JPMorgan Chase Bank, N.A.
ABA # 021 000 021
**Account Number* – _____
For Account of – _____

*For deposits, ACH transfers, and wires account number must be numeric. Insert account number converting alpha characters to a numeric prefix (i.e. A12345-000 = 1012345000).

If Alpha is:	Numeric prefix is:	If Alpha is:	Numeric prefix is:	If Alpha is:	Numeric prefix is:
A	10	P	25	S	28
C	12	Q	26	V	31
H	17	R	27	W	32

**ABA #s need to be selected based upon the Bank State the account is opened. For assistance in selecting please contact your J.P. Morgan Service Team.

If Bank State is:	ABA # is:	If Bank State is:	ABA # is:	If Bank State is:	ABA # is:
AZ (601)	122 100 024	ID (702)	123 271 978	OH/WV (001)	044 000 037
CA/NV (703)	322 271 627	IL (111)	071 000 013	OK (662)	103 000 648
CO (501)	102 001 017	IN (053)	074 000 010	OR/WA (702)	325 070 760
CT/NJ/NY (802)	021 000 021	KY (034)	083 000 137	TX (201)	111 000 614
FL (021)	267 084 131	LA (552)	065 400 137	UT (602)	124 001 545
GA (021)	061 092 387	MI (021)	072 000 326	WI (121)	075 000 019

OPPENHEIMER
TRUST COMPANY

Oppenheimer Trust Company
18 Columbia Turnpike
Florham Park, NJ 07932
Phone 973-245-4635
Fax 973-245-4699

Oppenheimer & Co. Inc.
Boca Village Corporate Center
4855 Technology Way
Suite 400
Boca Raton, FL 33431
Attn: Vickie Roraff

Re: Oppenheimer Trust Company, Trustee
Simon Bernstein fbo Alexandra
Acct # G511434313

Dear Vickie,

Please accept this letter as your authorization to transfer 50% of the above referenced account in accordance with the delivery instructions, attached.

Also attached is a spreadsheet outlining the 50% distribution.

Thank you for your assistance in this matter. Please feel free to call me if you have any questions.

Sincerely,

Janet Craig
Senior Vice President

Acct Name: SIMON BERNSTEIN IRREVOCABLE TRUST
U/A 9/7/06
FBO ALEXANDRA BERNSTEIN
OPPENHEIMER TRUST CO, SUCCESSOR
TRUSTEE
Acct Number: 21 00 0909 0 03

Security Name	Shares/Par	Average Unit Cost	Cost	Unit Market	Market Value
ADVANTAGE BANK DEP					15,184.35
FIXED INCOME SECURITIES					
ISHARES LEHMAN 20+	8.5000	47.4500	806.6500	47.8300	813.1100
ISHARES TR 7-10 YR	23.0000	47.3350	2,177.4700	48.6450	2,237.6700
ISHARES TR IND IBOXX	3.0000	45.2100	271.2600	55.5650	333.3900
ISHARES TR INDEX BAR	5.0000	47.5000	475.0000	56.2000	562.0000
ISHS TR BARCLYS	10.0000	50.9500	1,019.0000	53.3820	1,067.6400
SPDR SER TR BRCLYS	13.0000	15.4550	401.8300	20.0550	521.4300
SPDR SERIES TRUST	7.5000	24.7050	370.5750	31.2200	468.3000
	0.0000	0.0000	0.0000	0.0000	0.0000
EQUITIES	0.0000	0.0000	0.0000	0.0000	0.0000
SPDR SER TR DJ REIT	24.5000	19.6800	964.3200	33.8250	1,657.4250
VANGUARD INDEX FDS	62.5000	19.9300	2,491.5000	27.4000	3,425.0000
VANGUARD INDEX FDS	16.5000	20.7850	685.8750	41.6600	1,374.7800
VANGUARD INDEX FDS	8.5000	21.3350	362.6950	34.0950	579.6150
VANGUARD INDX GRWTH	43.0000	21.7000	1,866.1150	32.3300	2,780.3800
VANGUARD INTL EQ	52.5000	20.0750	2,107.8050	25.6000	2,688.0000
VANGUARD INTL EQUITY	38.0000	12.3400	937.8400	24.0300	1,826.2800
VANGUARD PACIFIC ETF	31.0000	20.6800	1,282.2900	28.5990	1,773.1350
GRAND TOTALS					**37,292.51**

July 27, 2011

Oppenheimer Trust company
18 Columbia Turnpike
Florham Park NY 07932

Re: Transfer of Assets

To Whom It May Concern:

I, Alexandra Bernstein, being over the age of 21 is requesting a transfer of assets to JP Morgan pursuant to enclosed instructions.

Please contact me at (561) 245-1393 with any questions.

Thank you,

Alexandra Bernstein

Alexandra Bernstein

Jul 27 11 05:00p Simon 3123360943 p.1

Depositing Securities and Cash into a J.P. Morgan Account

J.P.Morgan

Follow the instructions below to transfer securities or cash to a J.P. Morgan account. (Please see separate instructions for deposits to a JPMSI margin account.)

Please note that for all "alpha" accounts, when transferring securities you will only be able to list the "Alpha" and the first seven (7) digits of your account number. There is a 12-character limit on account numbers; therefore, "PBD#Q1234567" is the maximum allowed.

A. Securities

All Depository Trust Company-eligible* & Free transactions should be directed to:

JPMorgan Chase Bank, N.A.
DTC Participant Number **902**
FFC to Account Number – **P72500**
For Account Number – PBD# w41001004
For Account of Alexandra Bernstein

All Federal Reserve-eligible U.S. Government transactions should be directed to:

JPMCHASE/CUST
ABA# 021 000 021
FFC to Account Number – **P72500**
For Account Number – PBD# _____
For Account of _____

All Physical transactions should be directed to:

Mail In Deliveries: (Overnight and Regular Mail)

Service Teams Outside NY should Fed Ex certs / docs overnight to:
JPMorgan Chase Bank, N.A.
Attn: Physical Processing
500 Stanton Christiana Road
Ops 3, 2nd Floor
Newark, DE 19713-2107

FFC: _____
For account of _____

Service Teams in NY should send certs / docs to:
JPMorgan Chase Bank, N.A.
Attn: Physical Receive Department
4 Chase Metrotech Center
3rd Floor
Brooklyn, NY 11245-0001

FFC: _____
For account of _____

Street Deliveries: (via third party messenger, or walk-up)

JPMorgan Chase Bank, N.A.
Attn: Physical Receive Department
4 Chase Metrotech Center, 1st Floor, Window #5
Brooklyn, NY 11245-0001
(Use Willoughby Street Entrance)
Internal Account #: P72500

FFC: _____
For account of _____

Affirmation Instructions:

Standing Instruction Broker

DTC 902
Agent I.D. #29038
Institution I.D. #27656
Agent Interested Account - PBD#_____
Interested Party #27656
A/C **P72500**
Both the Agent Interested Account number and the A/C **P72500** *account number must be referenced.*

MONEY MANAGER is the affirming party

DTC 902
Agent I.D. #28574
Institution I.D. – _____
Agent Interested Account - PBD# _____
Interested Party #27656
A/C **P72500**
Both the Agent Interested Account number and the A/C **P72500** *account number must be referenced.*

B. Foreign Currency

*Note that when depositing foreign currency to an account, whether the funds are converted to USD or not, please contact your Account Officer for correct wiring instructions.

Depositing Securities and Cash into a J.P. Morgan Account

J.P.Morgan

C. Cash Deposits

Please include deposit ticket with check, checks can be sent to:

Regular Mail
KY1-0900
JPMorgan Chase Bank, N.A.
P.O. Box 34110
Louisville, KY 40232-4110
**Account Number* – _____
For Account of – _____

Overnight Mail
KY1-0900
JPMorgan Chase Bank, N.A.
6714 Grade Lane, Bldg. 8, Suite 807
Louisville, KY 40213
**Account Number* – _____
For Account of – _____

Foreign Checks
JPMorgan Chase Bank, N.A.
International Check Collections
1111 Fannin Street, Floor 13
Houston, TX 77002
Mail Code-TX2-F012

For ACH transfers, the ABA and Account Information should be taken from the MICR line of the checks.
ACH transfers should be sent to:

Checking and Money Market Deposit (MMDA) Accounts
JPMorgan Chase Bank, N.A.
**ABA # - _____ (enter from list below)
**Account Number* – _____
For Account of – _____

All Other Accounts
JPMorgan Chase Bank, N.A.
500 Stanton Christiana Rd
Newark, DE 19713
ABA # 022 000 842
**Account Number* – _____
For Account of – _____

Federal Fund wires should be sent to:

JPMorgan Chase Bank, N.A.
ABA # 021 000 021
**Account Number* – _____
For Account of – _____

*For deposits, ACH transfers, and wires account number must be numeric. Insert account number converting alpha characters to a numeric prefix (i.e. A12345-000 = 1012345000).

If Alpha is:	Numeric prefix is:	If Alpha is:	Numeric prefix is:	If Alpha is:	Numeric prefix is:
A	10	P	25	S	28
C	12	Q	26	V	31
H	17	R	27	W	32

**ABA #s need to be selected based upon the Bank State the account is opened. For assistance in selecting please contact your J.P. Morgan Service Team.

If Bank State is:	ABA # is:	If Bank State is:	ABA # is:	If Bank State is:	ABA # is:
AZ (601)	122 100 024	ID (702)	123 271 978	OH/WV (001)	044 000 037
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FL (021)	267 084 131	LA (552)	065 400 137	UT (602)	124 001 545
GA (021)	061 092 387	MI (021)	072 000 326	WI (121)	075 000 019

July 27, 2011

Oppenheimer Trust company
18 Columbia Turnpike
Florham Park NY 07932

Re: Transfer of Assets

To Whom It May Concern:

I, Alexandra Bernstein, being over the age of 21 is requesting a transfer of assets to JP Morgan pursuant to enclosed instructions.

Please contact me at (561) 245-1393 with any questions.

Thank you,

Alexandra Bernstein

Alexandra Bernstein

Depositing Securities and Cash into a J.P. Morgan Account

J.P.Morgan

Follow the instructions below to transfer securities or cash to a J.P. Morgan account. (Please see separate instructions for deposits to a JPMSI margin account.)

Please note that for all "alpha" accounts, when transferring securities you will only be able to list the "Alpha" and the first seven (7) digits of your account number. There is a 12-character limit on account numbers; therefore, "PBD#Q1234567" is the maximum allowed.

A. Securities

All Depository Trust Company-eligible* & Free transactions should be directed to:

JPMorgan Chase Bank, N.A.
DTC Participant Number **902**
FFC to Account Number - **P72500**
For Account Number – PBD# w41001004
For Account of Alexandra Bernstein

All Federal Reserve-eligible U.S. Government transactions should be directed to:

JPMCHASE/CUST
ABA# 021 000 021
FFC to Account Number - **P72500**
For Account Number – PBD# _____
For Account of _____

All Physical transactions should be directed to:

Mail In Deliveries: (Overnight and Regular Mail)

Service Teams Outside NY should Fed Ex certs / docs overnight to:
JPMorgan Chase Bank, N.A.
Attn: Physical Processing
500 Stanton Christiana Road
Ops 3, 2nd Floor
Newark, DE 19713-2107

FFC: _____
For account of _____

Service Teams in NY should send certs / docs to:
JPMorgan Chase Bank, N.A.
Attn: Physical Receive Department
4 Chase Metrotech Center
3rd Floor
Brooklyn, NY 11245-0001

FFC: _____
For account of _____

Street Deliveries: (via third party messenger, or walk-up)

JPMorgan Chase Bank, N.A.
Attn: Physical Receive Department
4 Chase Metrotech Center, 1st Floor, Window #5
Brooklyn, NY 11245-0001
(Use Willoughby Street Entrance)
Internal Account #: P72500

FFC: _____
For account of _____

Affirmation Instructions:

Standing Instruction Broker

DTC 902
Agent I.D. #29038
Institution I.D. #27656
Agent Interested Account - PBD#_____
Interested Party #27656
A/C **P72500**
Both the Agent Interested Account number and the A/C **P72500** *account number must be referenced.*

MONEY MANAGER is the affirming party

DTC 902
Agent I.D. #28574
Institution I.D. - _____
Agent Interested Account - PBD# _____
Interested Party #27656
A/C **P72500**
Both the Agent Interested Account number and the A/C **P72500** *account number must be referenced.*

B. Foreign Currency

*Note that when depositing foreign currency to an account, whether the funds are converted to USD or not, please contact your Account Officer for correct wiring instructions.

Depositing Securities and Cash into a J.P. Morgan Account

J.P.Morgan

C. Cash Deposits

Please include deposit ticket with check, checks can be sent to:

Regular Mail
KY1-0900
JPMorgan Chase Bank, N.A.
P.O. Box 34110
Louisville, KY 40232-4110
**Account Number* – _____
For Account of – _____

Overnight Mail
KY1-0900
JPMorgan Chase Bank, N.A.
6714 Grade Lane, Bldg. 8, Suite 807
Louisville, KY 40213
**Account Number* – _____
For Account of – _____

Foreign Checks
JPMorgan Chase Bank, N.A.
International Check Collections
1111 Fannin Street, Floor 13
Houston, TX 77002
Mail Code-TX2-F012

For ACH transfers, the ABA and Account Information should be taken from the MICR line of the checks.
ACH transfers should be sent to:

Checking and Money Market Deposit (MMDA) Accounts
JPMorgan Chase Bank, N.A.
**ABA # - _____ (enter from list below)
**Account Number* – _____
For Account of – _____

All Other Accounts
JPMorgan Chase Bank, N.A.
500 Stanton Christiana Rd
Newark, DE 19713
ABA # 022 000 842
**Account Number* – _____
For Account of – _____

Federal Fund wires should be sent to:

JPMorgan Chase Bank, N.A.
ABA # 021 000 021
**Account Number* – _____
For Account of – _____

*For deposits, ACH transfers, and wires account number must be numeric. Insert account number converting alpha characters to a numeric prefix (i.e. A12345-000 = 1012345000).

If Alpha is:	Numeric prefix is:	If Alpha is:	Numeric prefix is:	If Alpha is:	Numeric prefix is:
A	10	P	25	S	28
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**ABA #s need to be selected based upon the Bank State the account is opened. For assistance in selecting please contact your J.P. Morgan Service Team.

If Bank State is:	ABA # is:	If Bank State is:	ABA # is:	If Bank State is:	ABA # is:
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CO (501)	102 001 017	IN (053)	074 000 010	OR/WA (702)	325 070 760
CT/NJ/NY (802)	021 000 021	KY (034)	083 000 137	TX (201)	111 000 614
FL (021)	267 084 131	LA (552)	065 400 137	UT (602)	124 001 545
GA (021)	061 092 387	MI (021)	072 000 326	WI (121)	075 000 019

July 27, 2011

Oppenheimer Trust Company
18 Columbia Turnpike
Florham Park, NY 07932

Re: Transfer of Assets

To Whom It May Concern:

I, Eric Bernstein, being over the age of 21 is requesting a transfer of assets to JP Morgan pursuant to enclosed instructions.

Please contact me at (561) 213-2003 with any questions.

Thank you,

Eric Bernstein

Depositing Securities and Cash into a J.P. Morgan Account

J.P.Morgan

Follow the instructions below to transfer securities or cash to a J.P. Morgan account. (Please see separate instructions for deposits to a JPMSI margin account.)

Please note that for all "alpha" accounts, when transferring securities you will only be able to list the "Alpha" and the first seven (7) digits of your account number. There is a 12-character limit on account numbers; therefore, "PBD#Q1234567" is the maximum allowed.

A. Securities

All Depository Trust Company-eligible* & Free transactions should be directed to:

JPMorgan Chase Bank, N.A.
DTC Participant Number **902**
FFC to Account Number - **P72500**
For Account Number - PBD# w40996006
For Account of Eric Bernstein

All Federal Reserve-eligible U.S. Government transactions should be directed to:

JPMCHASE/CUST
ABA# 021 000 021
FFC to Account Number - **P72500**
For Account Number - PBD#
For Account of

All Physical transactions should be directed to:

Mail in Deliveries: (Overnight and Regular Mail)

Service Teams Outside NY should Fed Ex certs / docs overnight to:
JPMorgan Chase Bank, N.A.
Attn: Physical Processing
500 Stanton Christiana Road
Ops 3, 2nd Floor
Newark, DE 19713-2107

FFC:
For account of

Service Teams in NY should send certs / docs to:
JPMorgan Chase Bank, N.A.
Attn: Physical Receive Department
4 Chase Metrotech Center
3rd Floor
Brooklyn, NY 11245-0001

FFC:
For account of

Street Deliveries: (via third party messenger, or walk-up)

JPMorgan Chase Bank, N.A.
Attn: Physical Receive Department
4 Chase Metrotech Center, 1st Floor, Window #5
Brooklyn, NY 11245-0001
(Use Willoughby Street Entrance)
Internal Account #: P72500

FFC:
For account of

Affirmation Instructions:

Standing Instruction Broker

DTC 902
Agent I.D. #29038
Institution I.D. #27656
Agent Interested Account - PBD#
Interested Party #27656
A/C **P72500**
Both the Agent Interested Account number and the A/C **P72500** *account number must be referenced.*

MONEY MANAGER is the affirming party

DTC 902
Agent I.D. #28574
Institution I.D. -
Agent Interested Account - PBD#
Interested Party #27656
A/C **P72500**
Both the Agent Interested Account number and the A/C **P72500** *account number must be referenced.*

B. Foreign Currency

*Note that when depositing foreign currency to an account, whether the funds are converted to USD or not, please contact your Account Officer for correct wiring instructions.

Depositing Securities and Cash into a J.P. Morgan Account

J.P.Morgan

C. Cash Deposits

Please include deposit ticket with check, checks can be sent to:

Regular Mail
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JPMorgan Chase Bank, N.A.
P.O. Box 34110
Louisville, KY 40232-4110
**Account Number –* _____
For Account of – _____

Overnight Mail
KY1-0900
JPMorgan Chase Bank, N.A.
6714 Grade Lane, Bldg. 8, Suite 807
Louisville, KY 40213
**Account Number –* _____
For Account of – _____

Foreign Checks
JPMorgan Chase Bank, N.A.
International Check Collections
1111 Fannin Street, Floor 13
Houston, TX 77002
Mail Code-TX2-F012

For ACH transfers, the ABA and Account Information should be taken from the MICR line of the checks.
ACH transfers should be sent to:

Checking and Money Market Deposit (MMDA) Accounts
JPMorgan Chase Bank, N.A.
***ABA # -* _____ (enter from list below)
**Account Number –* _____
For Account of – _____

All Other Accounts
JPMorgan Chase Bank, N.A.
500 Stanton Christiana Rd
Newark, DE 19713
ABA # 022 000 842
**Account Number –* _____
For Account of – _____

Federal Fund wires should be sent to:

JPMorgan Chase Bank, N.A.
ABA # 021 000 021
**Account Number –* _____
For Account of – _____

*For deposits, ACH transfers, and wires account number must be numeric. Insert account number converting alpha characters to a numeric prefix (i.e. A12345-000 = 1012345000).

If Alpha is:	Numeric prefix is:	If Alpha is:	Numeric prefix is:	If Alpha is:	Numeric prefix is:
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CO (501)	102 001 017	IN (053)	074 000 010	OR/WA (702)	325 070 760
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FL (021)	267 084 131	LA (552)	065 400 137	UT (602)	124 001 545
GA (021)	061 092 387	MI (021)	072 000 326	WI (121)	075 000 019

TESCHER & SPALLINA, P.A.
ATTORNEYS-AT-LAW

DONALD R. TESCHER
ROBERT L. SPALLINA
KIMBERLY MORAN
LEGAL ASSISTANT

BOCA CORPORATE CENTER, SUITE 107
2101 CORPORATE BOULEVARD
BOCA RATON, FLORIDA 33431

TEL: 561.998.7847
FAX: 561.998.2642
WWW.TESCHERLAW.COM

September 26, 2008

VIA FEDERAL EXPRESS
Mr. Jeffrey C. Wolken
Wilmington Trust Company
Rodney Square North
1100 North Market Street
Wilmington, DE 19890

Re: Simon L. Bernstein Irrevocable Trust Agreement dated May 20, 2008

Dear Jeff:

Enclosed are the Assignment of Limited Partnership Interest fo Si Bernstein's forty-nine and one-half (49 ½%) percent interest in Bernstein Family Investments, LLLP from his revocable trust to the Simon L. Bernstein Irrevocable Trust Agreement dated May 20, 2008. We have also enclosed a letter of direction regarding same to you and your company. Please sign the Consent to Be Bound on the second page of the Assignment and return the fully executed document to our office in the enclosed Federal Express envelope.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Robert L. Spallina/km

ROBERT L. SPALLINA

RLS/km

Enclosures

cc: Simon L. Bernstein (w/o enc.)
Donald R. Tescher, Esq. (w/o enc.)

FedEx Shipment Receipt

Outbound Shipment

Address Information

Ship to:	Ship from:
Mr. Jeffrey C. Wolken	Kimberly Moran
Wilmington Trust Company	TESCHER & SPALLINA
1100 N MARKET ST	2101 CORPORATE BLVD
	SUITE 107
WILMINGTON, DE	BOCA RATON, FL
19890-0001	33431
US	US
800-345-7550	5619987847

Shipping Information

Tracking number: 790587351241
Ship date: 09/26/2008
Estimated shipping charges: 16.03

Package Information

Service type: Standard Overnight
Package type: FedEx Envelope
Number of packages: 1
Total weight: 1.0LBS
Declared value: 0.00 USD
Special Services: Process a Return Shipment
Pickup/Drop-off: Give to scheduled courier at my location

Billing Information

Bill transportation to: Sender
Your reference: Bernstein/11187.001
P.O. no.:
Invoice no.:
Department no.:

Return Shipment

Address Information

Ship to:	Ship from
Kimberly Moran	Mr. Jeffre
TESCHER & SPALLINA	Wilmingt
2101 CORPORATE BLVD	1100 N M
SUITE 107	
BOCA RATON, FL	WILMIN
33431	19890-00
US	US
5619987847	800-345-

Shipping Information

Tracking number: 792114220956
Ship date: 09/26/2008
Estimated shipping charges:

Package Information

Return label type: Print
Service type: Standard Overnight
Package type: FedEx Envelope
Number of packages: 1
RMA no.:
Total weight: 1LBS
Declared value: 0.00USD
Special Services:
Pickup/Drop-off: Give to scheduled cour

Billing Information

Bill transportation to: Sender
Your reference: Bernstein/11187.001
P.O. no.:
Invoice no.:
Department no.:

Thank you for shipping online with Fedex ShipManager at fedex.com.

Please Note

FedEx will not be responsible for any claim in excess of $100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or speical is limited to the greater of $100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary

SIMON L. BERNSTEIN
950 Peninsula Corporate Circle
Suite 3010
Boca Raton, Florida 33487

September 18, 2008

Personal & Confidential

Mr. Jeffrey C. Wolken
Wilmington Trust Company
1100 N. Market Street
Wilmington, DE 19890

RE: Simon L. Bernstein Irrevocable Trust Agreement dated May 20, 2008

Dear Mr. Wolken:

Pursuant to my authority as the sole Investment Advisor under Section 7 of the above-referenced trust (the "Trust"), I hereby direct Wilmington Trust Company, in its capacity as trustee of the Trust (in such capacity, the "Trustee"), to accept the assignment of a 49.5% limited partnership interest in Bernstein Family Investments, LLLP, a Florida limited liability partnership (the "Interest").

I direct the Trustee to execute all documents necessary to finalize the Trust's receipt of the Interest as described above.

The Trustee is directed to retain, and not to dispose of, exchange, change the character of, lend, borrow against, pledge, mortgage, grant options with respect to, abandon, or in any other way take any action effecting, the Interest until further written direction from me.

Sincerely,

SIMON L. BERNSTEIN, Investment Advisor

[redacted]

ASSIGNMENT OF LIMITED PARTNERSHIP INTEREST

FOR VALUE RECEIVED, the sufficiency of which is hereby acknowledged, the undersigned limited partner of BERNSTEIN FAMILY INVESTMENTS, LLLP, a Florida limited liability limited partnership (the "Partnership"), does hereby transfer and assign to WILMINGTON TRUST COMPANY, Trustee of the SIMON L. BERNSTEIN IRREVOCABLE TRUST AGREEMENT dated May 20, 2008, all of its right, title and interest in and to a forty-nine and 50/100 (49.5%) percent interest in the partnership, to share in Partnership profits and losses, to receive distributions from the Partnership, and to receive allocations of Partnership income, gain, loss, deduction, or credit or other similar items to which the undersigned assignor was entitled, and further, (b) to the extent permissible under the Agreement of Limited Partnership for the Partnership, assign such further rights that it may have as limited partner thereof including the ability of its successor to be admitted as substitute limited partner upon obtaining the requisite consent of the general partner of the Partnership. For purposes of this Assignment, the fair market value of the assigned limited partnership interest shall be the price, as of the date of this assignment, at which the assigned limited partnership interest would change hands between a hypothetical willing buyer and a hypothetical willing seller, neither being under any compulsion to buy or sell, and both having reasonable knowledge of relevant facts.

DATED: Effective as of _____, 2008.

ASSIGNOR:

SIMON L. BERNSTEIN TRUST AGREEMENT dated May 20, 2008

By:_____
SIMON L. BERNSTEIN, Trustee

CONSENT TO BE BOUND

WILMINGTON TRUST COMPANY, Trustee of the SIMON L. BERNSTEIN IRREVOCABLE TRUST AGREEMENT dated May 20, 2008, hereby consents to be bound under the Agreement of Limited Partnership for BERNSTEIN FAMILY INVESTMENTS, LLLP, a Florida limited liability limited partnership, as substitute limited partner thereunder upon admission as same.

DATED: Effective as of _____, 2008.

SIMON L. BERNSTEIN IRREVOCABLE TRUST AGREEMENT dated May 20, 2008

WILMINGTON TRUST COMPANY, Trustee

By:_____
_____, Vice President

CONSENT OF GENERAL PARTNER

The undersigned general partner of BERNSTEIN FAMILY INVESTMENTS, LLLP, a Florida limited liability limited partnership, hereby consents to the assignment of limited partnership interest described above and further consents to the admission of the SIMON L. BERNSTEIN IRREVOCABLE TRUST AGREEMENT dated May 20, 2008, as substitute limited partner of the Partnership.

DATED: Effective as of _____, 2008.

GENERAL PARTNER:

BERNSTEIN HOLDINGS, LLC, a Florida limited liability company

By:_____
SIMON L. BERNSTEIN, Manager

Robert Spallina

From: Robert Spallina
Sent: Monday, September 15, 2008 1:14 PM
To: 'Diana Banks'
Subject: RE: Homestead

Please have Shirley sign as Trustee of her trust that they are entitled to use the property for their lifetimes. Thanks

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Robert L. Spallina, Esq.
TESCHER & SPALLINA, P.A.
2101 Corporate Blvd., Suite 107
Boca Raton, Florida 33431
Telephone: 561-998-7847
Facsimile: 561-998-2642
E-mail: rspallina@tescherlaw.com

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From: Diana Banks [mailto:diana@lifeinsuranceconcepts.com]
Sent: Monday, September 15, 2008 11:51 AM
To: Robert Spallina
Subject: Homestead

Robert, do you know anything about this? thanks

Diana Banks, VP-Administration
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www.LifeInsuranceConcepts.com

9/15/2008

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9/15/2008

Robert Spallina

From: Fritz, David S. [DFritz@WilmingtonTrust.com]
Sent: Thursday, September 04, 2008 9:37 AM
To: Robert Spallina
Cc: Donald R. Tescher; Wolken, Jeffrey
Subject: Bernstein Trusts

Hello Robert,

I was just checking to see if you have an update on the possible timing of the assignment of LP interests to the subject trusts. I would like to give my DE office an update on the status of these two accounts and would greatly appreciate your latest thoughts on the funding of the trusts.

Thank you and best regards,

Dave

David S. Fritz
Managing Director
Wealth Advisory
Wilmington Trust FSB
140 Royal Palm Way
Suite 204
Palm Beach, FL 33480
Ph: 561-630-2112
800-814-3429
Fax: 561-659-1705
dfritz@wilmingtontrust.com

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TESCHER & SPALLINA, P.A.

ATTORNEYS-AT-LAW

DONALD R. TESCHER
ROBERT L. SPALLINA
KIMBERLY MORAN
LEGAL ASSISTANT

PENINSULA CORPORATE CIRCLE, SUITE 3010
2101 CORPORATE BOULEVARD
BOCA RATON, FLORIDA 33431

TEL: 561.998.7847
FAX: 561.998.2642
WWW.TESCHERLAW.COM

June 17, 2008

Personal & Confidential

VIA FEDERAL EXPRESS
Mr. Simon L. Bernstein
Life Insurance Concepts
950 Peninsula Corporate Circle
Suite 3010
Boca Raton, FL 33487

Re: Simon L. & Shirley Bernstein - Estate Planning

Dear Si:

Enclosed are two original recorded Quit Claim Deeds transferring your home and your condo into Shirley's revocable trust.

If you have any questions, please do not hesitate to contact me.

Sincerely,

ROBERT L. SPALLINA

RLS/km

Enclosures

cc: Donald R. Tescher, Esq.

FedEx Shipment Receipt

Address Information

Ship to:	**Ship from:**
Simon L. Bernstein	Kimberly Moran
Life Insurance Concepts	TESCHER & SPALLINA
950 PENINSULA CORPORATE CIR	2101 CORPORATE BLVD
STE 3010	SUITE 107
BOCA RATON, FL	BOCA RATON, FL
33487-1387	33431
US	US
561-988-8984	5619987847

Shipping Information
Tracking number: 791917373534
Ship date: 06/17/2008
Estimated shipping charges: 16.96

Package Information
Service type: Standard Overnight
Package type: FedEx Envelope
Number of packages: 1
Total weight: 1LBS
Declared value: 0.00USD
Special Services:
Pickup/Drop-off: Give to scheduled courier at my location

Billing Information
Bill transportation to: Sender
Your reference: Bernstein/11187.001
P.O. no.:
Invoice no.:
Department no.:

Thank you for shipping online with Fedex ShipManager at fedex.com.

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OR BK 22668 PG 0446
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Palm Beach County, Florida
ANT 10.00
Doc Stamp 0.70
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0446 - 447; (2pgs)

PREPARED BY AND RETURN TO:
Robert L. Spallina, Esquire
Tescher & Spallina, P.A.
2101 Corporate Blvd., Suite 107
Boca Raton, Florida 33431
Telephone: 561-998-7847

Parcel Control No. 06-43-47-32-38-002-0035

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, is made this 20 day of May, 2008, between SIMON BERNSTEIN and SHIRLEY BERNSTEIN, a married couple, as Grantors, and SHIRLEY BERNSTEIN, Trustee of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008, whose mailing address is 7020 Lions Head Lane, Boca Raton, Florida 33498, as Grantee.

(WHEREVER used herein, the terms "***Grantor***" and "***Grantee***" include all the parties to this instrument and their heirs, legal representatives and assigns of such individuals, and the successors and assigns of corporations.)

WITNESSETH, that said Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration to it in hand paid by Grantee, the receipt of which is hereby acknowledged, does hereby remise, release and quit-claim to Grantee and Grantee's heirs and assigns forever, the following described real property situated, lying and being in Palm Beach County, Florida, to-wit:

Condominium Parcel Number C5 of the Center Building of ARAGON CONDOMIMIUM according to the Declaration of Condominium thereof recorded in Official Records Book 8921, Page 1267 of the Public Records of Palm Beach County, Florida.

This conveyance is subject to the following:

1. Taxes and assessments for the year 2008 and subsequent years.

2. Conditions, restrictions, limitations, dedications, reservations, existing zoning ordinances, and easements of record including, but not limited to, water, sewer, gas, electric and other utility agreements of record.

Grantor hereby certifies that said property is not the grantor's homestead and that grantor resides elsewhere.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

==========

In WITNESS WHEREOF, Grantor has set Grantor's hand and seal as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

(Print Name)

(Print Name)

(Print Name)

(Print Name)

SHIRLEY BERNSTEIN, individually
Address: 7020 Lions Head Lane
Boca Raton, FL 33498

SIMON BERNSTEIN, individually
Address: 7020 Lions Head Lane
Boca Raton, FL 33498

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 20 day of May, 2008, by SHIRLEY BERNSTEIN and SIMON BERNSTEIN, who ☑ are personally known to me; or ☐ produced the following identification _____.

NOTARY PUBLIC-STATE OF FLORIDA
Kimberly Moran
Commission # DD766470
Expires: APR. 28, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

Signature of Notary Public, State of Florida

(Print, Type or Stamp Commissioned Name of Notary Public)

CFN 20080203512
OR BK 22668 PG 0448
RECORDED 05/30/2008 09:05:38
Palm Beach County, Florida
AMT 10.00
Doc Stamp 0.70
Sharon R. Bock,CLERK & COMPTROLLER
Pgs 0448 - 449; (2pgs)

PREPARED BY AND RETURN TO:
Robert L. Spallina, Esquire
Tescher & Spallina, P.A.
2101 Corporate Blvd., Suite 107
Boca Raton, Florida 33431
Telephone: 561-998-7847

Parcel Control No. 00-42-46-33-11-000-7810

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, is made this 20 day of May, 2008, between SHIRLEY BERNSTEIN, joined by her spouse, SIMON L. BERNSTEIN, as Grantor, and SHIRLEY BERNSTEIN , Trustee of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008, whose mailing address is 7020 Lions Head Lane, Boca Raton, Florida 33498, as Grantee.

(WHEREVER used herein, the terms "***Grantor***" and "***Grantee***" include all the parties to this instrument and their heirs, legal representatives and assigns of such individuals, and the successors and assigns of corporations.)

WITNESSETH, that said Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration to it in hand paid by Grantee, the receipt of which is hereby acknowledged, does hereby remise, release and quit-claim to Grantee and Grantee's heirs and assigns forever, the following described real property situated, lying and being in Palm Beach County, Florida, to-wit:

Lot 781, ST. ANDREWS COUNTRY CLUB, PLAT NO. 14, according to the Plat thereof, as recorded in Plat Book 57, Pages 132-135, inclusive, of the Public Records of Palm Beach County, Florida.

This conveyance is subject to the following:

1. Taxes and assessments for the year 2008 and subsequent years.

2. Conditions, restrictions, limitations, dedications, reservations, existing zoning ordinances, and easements of record including, but not limited to, water, sewer, gas, electric and other utility agreements of record.

Grantor hereby certifies that said property is the grantor's homestead.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

==========

In WITNESS WHEREOF, Grantor has set Grantor's hand and seal as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

(Print Name)

(Print Name)

(Print Name)

(Print Name)

SHIRLEY BERNSTEIN, individually
Address: 7020 Lions Head Lane
Boca Raton, FL 33498

SIMON BERNSTEIN, individually
Address: 7020 Lions Head Lane
Boca Raton, FL 33498

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 20 day of May, 2008, by SHIRLEY BERNSTEIN and SIMON BERNSTEIN, who ☒ are personally known to me; or ☐ produced the following identification _____.

NOTARY PUBLIC-STATE OF FLORIDA
Kimberly Moran
Commission # DD766470
Expires: APR. 28, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

Signature of Notary Public, State of Florida

(Print, Type or Stamp Commissioned Name of Notary Public)

Robert Spallina

From: Diana Banks [diana@lifeinsuranceconcepts.com]
Sent: Monday, June 02, 2008 9:38 AM
To: Robert Spallina
Cc: Prindle, Christopher R.; jl@glcpa.com; Donald R. Tescher
Subject: RE: Wednesday, June 4

Si has requested he be there. thanks

-----Original Message-----
From: Robert Spallina [mailto:RSpallina@tescherlaw.com]
Sent: Monday, June 02, 2008 9:31 AM
To: Diana Banks
Cc: Prindle, Christopher R.; jl@glcpa.com; Donald R. Tescher
Subject: RE: Wednesday, June 4

Diana - I don't think that Chris needs to be present for the meeting. We are discussing generally what needs to be done and how much to fund the account with. I do not want to delay this another week. Thanks

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Telephone: 561-998-7847
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-----Original Message-----
From: Prindle, Christopher R. [mailto:cprindle@StanfordEagle.com]
Sent: Monday, June 02, 2008 9:26 AM
To: diana@lifeinsuranceconcepts.com; jl@glcpa.com
Cc: Robert Spallina
Subject: Re: Wednesday, June 4

Diana,
I am open on tuesday and wednesday next week - how does that look?

----- Original Message -----
From: Diana Banks <diana@lifeinsuranceconcepts.com>

To: Prindle, Christopher R.; Jerry Lewin <jl@glcpa.com>
Cc: Robert Spallina <RSpallina@tescherlaw.com>
Sent: Mon Jun 02 08:17:10 2008
Subject: RE: Wednesday, June 4

Chris, are you available the week of the 9th? Si would like you to be here. Thank you

From: Prindle, Christopher R. [mailto:cprindle@StanfordEagle.com]
Sent: Friday, May 30, 2008 1:59 PM
To: Diana Banks; Robert Spallina; Jerry Lewin
Subject: RE: Wednesday, June 4

Hi Diana,

I will be out of town next week, but I should be able to participate via telephone. Would that work? Can you give me more specifics - Is this related to planning and Delaware?

Thanks - Chris

From: Diana Banks [mailto:diana@lifeinsuranceconcepts.com]
Sent: Friday, May 30, 2008 12:28 PM
To: Prindle, Christopher R.; Robert Spallina; Jerry Lewin
Subject: Wednesday, June 4

Are you all free Wednesday morning @ 10am to meet with Si and Ted to discuss Wilmington Trust/ investments?

Have a*´¯)
¸.·´¸.·*´¯) ¸.·*¯)
(¸.·´ (¸.·´ * Wonderful day!

Diana Banks, VP-Administration

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Robert Spallina

From: Robert Spallina
Sent: Friday, May 30, 2008 11:51 AM
To: 'cprindle@stanfordeagle.com'
Cc: 'slashmit@stanfordeagle.com'; 'Ted Bernstein 2'; 'Diana Banks'; Donald R. Tescher
Subject: Si and Ted Bernstein New Accounts
Attachments: Bernstein Holdings, LLC Articles of Organization - filed.pdf; Bernstein Holdings, LLC IRS EIN Confirmation ltr.PDF; Bernstein Family Investments, LLLP Cert of LP.pdf; Bernstein Family Investments, LLLP IRS EIN Confirmation ltr.pdf; TSB Investments, LLLP Certificate of Limited Partnership.pdf; TSB Investments, LLLP IRS EIN Confirmation ltr.pdf; TSB Holdings, LLC Articles of Organization.pdf; TSB Holdings, LLC IRS EIN Confirmation Ltr.pdf

Chris - attached are the formation documents for each of the Bernstein entity accounts to be opened along with the EIN confirmations from Internal Revenue. Diana from Si's office will be contacting you to set-up a meeting regarding funding/transfers. Si and Ted are the authorized signatories with respect to each of their general partner entities. Please call me with any questions or if you need additional information.

Thanks,

Robert

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Robert L. Spallina, Esq.
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Boca Raton, Florida 33431
Telephone: 561-998-7847
Facsimile: 561-998-2642
E-mail: rspallina@tescherlaw.com

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5/30/2008

Robert Spallina

From: Robert Spallina
Sent: Friday, May 30, 2008 12:13 PM
To: 'Wolken, Jeffrey'
Cc: McClelland, Nicole; Fritz, David S.; Donald R. Tescher; Kim Moran
Subject: RE: Out of Office AutoReply: Bernsteins

Jeff - thanks for the follow-up. As discussed, we will send you executed copies of the LLLP agreements and will get you the funding information when available. Regards, Robert

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-----Original Message-----
From: Wolken, Jeffrey [mailto:JWolken@WilmingtonTrust.com]
Sent: Friday, May 30, 2008 10:57 AM
To: Robert Spallina
Cc: McClelland, Nicole; Fritz, David S.
Subject: RE: Out of Office AutoReply: Bernsteins

Robert:

I have returned to the office earlier than expected so I am available today if you would like to discuss this matter. In my absence, my colleague, Nicole McClelland, attempted to reply to your message on Wednesday with the final pending items for opening the trust accounts. Her message is copied below. My guess is that her message did not reach you?

I apologize for the miscommunication and for giving you the impression that this matter was sitting idle while I was away from the office. We have been working with the documents and information you provided and have been processing the mandatory background checks necessary to accept as trustee. At this time, we just need the two items related to LLC operating agreements and GST-exempt status requested by Nicole to complete the account openings.

Please let me know if you would like to discuss further or if you have any questions. I am in the office and should be generally available throughout the day. In addition, I plan to try to give you a call this afternoon in case these e-mail messages

are not reaching you for any reason.

Regards,
Jeff

Jeffrey C. Wolken
Vice President
Wilmington Trust Company
302-651-8192
jwolken@wilmingtontrust.com

-----Original Message-----
From: Robert Spallina [mailto:RSpallina@tescherlaw.com]
Sent: Friday, May 30, 2008 10:31 AM
To: Wolken, Jeffrey
Subject: RE: Out of Office AutoReply: Bernsteins

Jeff - when you are back in town, please contact me. I guess the docs have been sitting on your desk. Thanks

Robert L. Spallina, Esq.
TESCHER & SPALLINA, P.A.
2101 Corporate Blvd., Suite 107
Boca Raton, Florida 33431
Telephone: 561-998-7847
Facsimile: 561-998-2642
E-mail: rspallina@tescherlaw.com

From: McClelland, Nicole
Sent: Wednesday, May 28, 2008 1:06 PM
To: 'mailto:rspallina@tescherlaw.com'
Cc: Wolken, Jeffrey
Subject: Bernstein

Robert,

I work w/Jeff Wolken in our Wilmington DE office and have been assigned as the Fiduciary Advisor for the Simon and Ted Bernstein Irrevocable Trusts. I have received the package and reviewed the documents and before I am able to move forward with signing I do need to have a couple of questions answered. Jeff is on vacation and I did speak w/David Fritz who directed me to you.

1) It is my understanding that the trusts will be funded w/LLC/LP units-could you please provide us with the names of the assets and the operating agreements/and valuations
2) Are these trusts GST Exempt?

Thank you for your assistance.

Nicole

Nicole A.McClelland, CTFA
Assistant Vice President
Fiduciary Advisor
Wealth Advisory Services
(302) 651-1343 Direct
(302) 427-4624 Fax
nmcclelland@wilmingtontrust.com

-----Original Message-----

From: Wolken, Jeffrey [mailto:JWolken@WilmingtonTrust.com]
Sent: Tuesday, May 27, 2008 5:03 PM
To: Robert Spallina
Subject: Out of Office AutoReply: Bernsteins

I am currently out of the office returning on Monday, June 2. I will have limited access to voicemail and e-mail. I will attempt to reply to your message as soon as possible, but no later than Monday, June 2. If you need immediate assistance, please contact my colleague, Laura Barone at 302-651-1903 or lbarone@wilmingtontrust.com.

Visit our website at www.wilmingtontrust.com

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Robert Spallina

From: Wolken, Jeffrey [JWolken@WilmingtonTrust.com]
Sent: Friday, May 30, 2008 10:57 AM
To: Robert Spallina
Cc: McClelland, Nicole; Fritz, David S.
Subject: RE: Out of Office AutoReply: Bernsteins

Robert:
I have returned to the office earlier than expected so I am available today if you would like to discuss this matter. In my absence, my colleague, Nicole McClelland, attempted to reply to your message on Wednesday with the final pending items for opening the trust accounts. Her message is copied below. My guess is that her message did not reach you?
I apologize for the miscommunication and for giving you the impression that this matter was sitting idle while I was away from the office. We have been working with the documents and information you provided and have been processing the mandatory background checks necessary to accept as trustee. At this time, we just need the two items related to LLC operating agreements and GST-exempt status requested by Nicole to complete the account openings.
Please let me know if you would like to discuss further or if you have any questions. I am in the office and should be generally available throughout the day. In addition, I plan to try to give you a call this afternoon in case these e-mail messages are not reaching you for any reason.

Regards,
Jeff

Jeffrey C. Wolken
Vice President
Wilmington Trust Company
302-651-8192
jwolken@wilmingtontrust.com

-----Original Message-----
From: Robert Spallina [mailto:RSpallina@tescherlaw.com]
Sent: Friday, May 30, 2008 10:31 AM
To: Wolken, Jeffrey
Subject: RE: Out of Office AutoReply: Bernsteins

Jeff - when you are back in town, please contact me. I guess the docs have been sitting on your desk. Thanks

Robert L. Spallina, Esq.
TESCHER & SPALLINA, P.A.
2101 Corporate Blvd., Suite 107
Boca Raton, Florida 33431
Telephone: 561-998-7847
Facsimile: 561-998-2642
E-mail: rspallina@tescherlaw.com

From: McClelland, Nicole
Sent: Wednesday, May 28, 2008 1:06 PM
To: 'mailto:rspallina@tescherlaw.com'
Cc: Wolken, Jeffrey
Subject: Bernstein

Robert,

I work w/Jeff Wolken in our Wilmington DE office and have been assigned as the Fiduciary Advisor for the Simon and Ted Bernstein Irrevocable Trusts. I have received the package and reviewed the documents and before I am able to move forward with signing I do need to have a couple of questions answered. Jeff is on vacation and I did speak w/David Fritz who directed me to you.

1) It is my understanding that the trusts will be funded w/LLC/LP units-could you please provide us with the names of the assets and the operating agreements/and valuations
2) Are these trusts GST Exempt?

Thank you for your assistance.

Nicole

Nicole A.McClelland, CTFA
Assistant Vice President
Fiduciary Advisor
Wealth Advisory Services
(302) 651-1343 Direct
(302) 427-4624 Fax
nmcclelland@wilmingtontrust.com

-----Original Message-----
From: Wolken, Jeffrey [mailto:JWolken@WilmingtonTrust.com]
Sent: Tuesday, May 27, 2008 5:03 PM
To: Robert Spallina
Subject: Out of Office AutoReply: Bernsteins

I am currently out of the office returning on Monday, June 2. I will have limited access to voicemail and e-mail. I will attempt to reply to your message as soon as possible, but no later than Monday, June 2. If you need immediate assistance, please contact my colleague, Laura Barone at 302-651-1903 or lbarone@wilmingtontrust.com.

Visit our website at www.wilmingtontrust.com

Investment products are not insured by the FDIC or any other governmental agency, are not deposits of or other obligations of or guaranteed by Wilmington Trust or any other bank or entity, and are subject to risks, including a possible loss of the principal amount invested. This e-mail and any files transmitted with it may contain confidential and/or proprietary information. It is intended solely for the use of the individual or entity who is the intended recipient. Unauthorized use of this information is prohibited. If you have received this in error, please contact the sender by replying to this message and delete this material from any system it may be on.

Visit our website at www.wilmingtontrust.com

Investment products are not insured by the FDIC or any other governmental agency, are not deposits of or other obligations of or guaranteed by Wilmington Trust or any other bank or entity, and are subject to risks, including a possible loss of the principal amount invested. This e-mail and any files transmitted with it may contain confidential and/or

proprietary information. It is intended solely for the use of the individual or entity who is the intended recipient. Unauthorized use of this information is prohibited. If you have received this in error, please contact the sender by replying to this message and delete this material from any system it may be on.

TESCHER & SPALLINA, P.A.
ATTORNEYS-AT-LAW

DONALD R. TESCHER
ROBERT L. SPALLINA
KIMBERLY MORAN
LEGAL ASSISTANT

BOCA CORPORATE CENTER, SUITE 107
2101 CORPORATE BOULEVARD
BOCA RATON, FLORIDA 33431

TEL: 561.998.7847
FAX: 561.998.2642
WWW.TESCHERLAW.COM

May 27, 2008

Clerk of the Circuit Court
Attn: Recording Department
P.O. Box 4177
West Palm Beach, FL 33402

Re: Simon & Shirley Bernstein - Quit Claim Deeds

Dear Sir or Madam:

Enclosed for recordation are the following:

1. Quit Claim Deed between Simon and Shirley Bernstein as grantors, and Shirley Bernstein, Trustee of the Shirley Bernstein Trust Agreement dated May 20, 2008, as grantee, together with Form DR-219.

2. Quit Claim Deed between Shirley Bernstein as grantor, and Shirley Bernstein, Trustee of the Shirley Bernstein Trust Agreement dated May 20, 2008, as grantee, together with Form DR-219.

A check in the amount of $39.60 is also enclosed for recording fees. If you have any questions, please do not hesitate to contact me.

Sincerely,

ROBERT L. SPALLINA

RLS/km

Enclosures

cc: Mr. and Mrs. Simon L. Bernstein (w/o enc.)

TESCHER & SPALLINA P.A.

CHECK DEPOSIT: _____ TRUST: _____ DATE: 5/27/08

CHECK REQUEST: ✓ FIRM: ✓

CLIENT CHARGE: _____

CLIENT/FILE: Bernstein FILE No.: 11187.001

PAYEE/PAYOR: Sharon R. Bock, Clerk & Comptroller

AMOUNT: $39.60 PAYMENT FOR: recording fees - 2 Quit Claim Deeds

SPECIAL INSTRUCTIONS: _____

PERSON REQUESTING/ATTORNEY: Kimberly | RLS

POSTED: _____ DATE: _____ BY: _____

5069

TESCHER & SPALLINA, P.A.
OPERATING ACCOUNT
2101 CORPORATE BLVD, SUITE 107
BOCA RATON, FL 33431

63-964-670

DATE 5/27/08

PAY TO THE ORDER OF Sharon R. Bock, Clerk & Comptroller $ 39.60

thirty nine & 60/100 DOLLARS

Security Features Included Details on Back.

Mellon United National Bank
Boca Raton, Florida

FOR Bernstein | 11187.001

MP

⑈005069⑈ ⑆067009646⑆ 022100476 5⑈

PREPARED BY AND RETURN TO:
Robert L. Spallina, Esquire
Tescher & Spallina, P.A.
2101 Corporate Blvd., Suite 107
Boca Raton, Florida 33431
Telephone: 561-998-7847

Parcel Control No. 06-43-47-32-38-002-0035

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, is made this 20 day of May, 2008, between SIMON BERNSTEIN and SHIRLEY BERNSTEIN, a married couple, as Grantors, and SHIRLEY BERNSTEIN, Trustee of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008, whose mailing address is 7020 Lions Head Lane, Boca Raton, Florida 33498, as Grantee.

(WHEREVER used herein, the terms "***Grantor***" and "***Grantee***" include all the parties to this instrument and their heirs, legal representatives and assigns of such individuals, and the successors and assigns of corporations.)

WITNESSETH, that said Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration to it in hand paid by Grantee, the receipt of which is hereby acknowledged, does hereby remise, release and quit-claim to Grantee and Grantee's heirs and assigns forever, the following described real property situated, lying and being in Palm Beach County, Florida, to-wit:

Condominium Parcel Number C5 of the Center Building of ARAGON CONDOMIMIUM according to the Declaration of Condominium thereof recorded in Official Records Book 8921, Page 1267 of the Public Records of Palm Beach County, Florida.

This conveyance is subject to the following:

1. Taxes and assessments for the year 2008 and subsequent years.

2. Conditions, restrictions, limitations, dedications, reservations, existing zoning ordinances, and easements of record including, but not limited to, water, sewer, gas, electric and other utility agreements of record.

Grantor hereby certifies that said property is not the grantor's homestead and that grantor resides elsewhere.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

==========

In WITNESS WHEREOF, Grantor has set Grantor's hand and seal as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

(Print Name)

(Print Name)

(Print Name)

(Print Name)

SHIRLEY BERNSTEIN, individually
Address: 7020 Lions Head Lane
Boca Raton, FL 33498

SIMON BERNSTEIN, individually
Address: 7020 Lions Head Lane
Boca Raton, FL 33498

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 20 day of May, 2008, by SHIRLEY BERNSTEIN and SIMON BERNSTEIN, who ☑ are personally known to me; or ☐ produced the following identification _____.

NOTARY PUBLIC-STATE OF FLORIDA
Kimberly Moran
Commission # DD766470
Expires: APR. 28, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

Signature of Notary Public, State of Florida

(Print, Type or Stamp Commissioned Name of Notary Public)

FLORIDA DEPARTMENT OF REVENUE

RETURN FOR TRANSFERS OF INTEREST IN REAL PROPERTY

(PLEASE READ INSTRUCTIONS BEFORE COMPLETING)

FDOR10240300
DR-219
R. 07/98

Use black ink. Enter numbers as shown below. If typing, enter numbers as shown below.

0 1 2 3 4 5 6 7 8 9 | 0 1 2 3 4 5 6 7 8 9

1. Parcel Identification Number (If Parcel ID not available please call County Property Appraiser's Office) → 06-43-47-32-38-002-0035

2. Mark (x) all that apply — Multi-parcel transaction? → [ ] Transaction is a split or cutout from another parcel? → [ ] **Property was improved with building(s) at time of sale/transfer?** → [ ]

3. Grantor (Seller): Bernstein (Last) Simon (First) (MI) (Corporate Name (if applicable))
7020 Lions Head Lane (Mailing Address) Boca Raton (City) FL (State) 33498 (Zip Code) ( ) (Phone No.)

4. Grantee (Buyer): Bernstein (Last) Shirley (First) (MI) (Corporate Name (if applicable))
7020 Lions Head Lane (Mailing Address) Boca Raton (City) FL (State) 33498 (Zip Code) ( ) (Phone No.)

5. Date of Sale/Transfer: 5 (Month) / 20 (Day) / 2008 (Year) — Sale/Transfer Price: $ $10 . 00 (Round to the nearest dollar.) — Property Located In: 60 - Palm Beach

6. Type of Document: [ ] Contract/Agreement for Deed [ ] Other [ ] Warranty Deed [X] Quit Claim Deed

7. Are any mortgages on the property? If "Yes", outstanding mortgage balance: YES [ ] / [X] NO
(Round to the nearest dollar.) $. 00

8. **To the best of your knowledge,** were there unusual circumstances or conditions to the sale/transfer such as: Forced sale by court order? Foreclosure pending? Distress Sale? Title defects? Corrective Deed? Mineral rights? Sale of a partial or undivided interest? Related to seller by blood or marriage. YES [ ] / [X] NO

9. Was the sale/transfer financed? YES [ ] / [X] NO If "Yes", please indicate type or types of financing:
Conventional [ ] Seller Provided [ ] Agreement or Contract for Deed [ ] Other [ ]

10. Property Type: Mark (x) all that apply — Residential [X] Commercial [ ] Industrial [ ] Agricultural [ ] Institutional/ Miscellaneous [ ] Government [ ] Vacant [ ] Acreage [ ] Timeshare [ ]

11. **To the best of your knowledge,** was personal property included in the sale/transfer? If "Yes", please state the amount attributable to the personal property. (Round to the nearest dollar.) YES [ ] / [X] NO $. 00 (Cents)

12. Amount of Documentary Stamp Tax → $. 70

13. **If no tax is due in number 12, is deed exempt from Documentary Stamp Tax under s. 201.02(6), Florida Statutes?** YES [ ] / [ ] NO

Under penalties of perjury, I declare that I have read the foregoing return and that the facts stated in it are true. If prepared by someone other than the taxpayer, his/her declaration is based on all information of which he/her has any knowledge.

Signature of Grantor or Grantee or Agent _____ Date _____

WARNING: FAILURE TO FILE THIS RETURN OR ALTERNATIVE FORM APPROVED BY THE DEPARTMENT OF REVENUE SHALL RESULT IN A PENALTY OF $25.00 IN ADDITION TO ANY OTHER PENALTY IMPOSED BY THE REVENUE LAW OF FLORIDA.

To be completed by the Clerk of the Circuit Court's Office	Clerks Date Stamp
This copy to Property Appraiser O. R. Book and Page Number and File Number Date Recorded (/ /) Month Day Year	

This copy to Property Appraiser

PREPARED BY AND RETURN TO:
Robert L. Spallina, Esquire
Tescher & Spallina, P.A.
2101 Corporate Blvd., Suite 107
Boca Raton, Florida 33431
Telephone: 561-998-7847

Parcel Control No. 00-42-46-33-11-000-7810

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, is made this 20 day of May, 2008, between SHIRLEY BERNSTEIN, joined by her spouse, SIMON L. BERNSTEIN, as Grantor, and SHIRLEY BERNSTEIN , Trustee of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008, whose mailing address is 7020 Lions Head Lane, Boca Raton, Florida 33498, as Grantee.

(WHEREVER used herein, the terms "***Grantor***" and "***Grantee***" include all the parties to this instrument and their heirs, legal representatives and assigns of such individuals, and the successors and assigns of corporations.)

WITNESSETH, that said Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration to it in hand paid by Grantee, the receipt of which is hereby acknowledged, does hereby remise, release and quit-claim to Grantee and Grantee's heirs and assigns forever, the following described real property situated, lying and being in Palm Beach County, Florida, to-wit:

Lot 781, ST. ANDREWS COUNTRY CLUB, PLAT NO. 14, according to the Plat thereof, as recorded in Plat Book 57, Pages 132-135, inclusive, of the Public Records of Palm Beach County, Florida.

This conveyance is subject to the following:

1. Taxes and assessments for the year 2008 and subsequent years.

2. Conditions, restrictions, limitations, dedications, reservations, existing zoning ordinances, and easements of record including, but not limited to, water, sewer, gas, electric and other utility agreements of record.

Grantor hereby certifies that said property is the grantor's homestead.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

==========

In WITNESS WHEREOF, Grantor has set Grantor's hand and seal as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

(Print Name)

(Print Name)

(Print Name)

(Print Name)

SHIRLEY BERNSTEIN, individually
Address: 7020 Lions Head Lane
Boca Raton, FL 33498

SIMON BERNSTEIN, individually
Address: 7020 Lions Head Lane
Boca Raton, FL 33498

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 20 day of May, 2008, by SHIRLEY BERNSTEIN and SIMON BERNSTEIN, who ☑ are personally known to me; or ☐ produced the following identification _____.

NOTARY PUBLIC-STATE OF FLORIDA
Kimberly Moran
Commission # DD766470
Expires: APR. 28, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

Signature of Notary Public, State of Florida

(Print, Type or Stamp Commissioned Name of Notary Public)

FLORIDA DEPARTMENT OF REVENUE

RETURN FOR TRANSFERS OF INTEREST IN REAL PROPERTY

(PLEASE READ INSTRUCTIONS BEFORE COMPLETING)

FDOR10240300
DR-219
R. 07/98

Use black ink. Enter numbers as shown below. If typing, enter numbers as shown below.

0 1 2 3 4 5 6 7 8 9 | 0123456789

1. Parcel Identification Number (If Parcel ID not available please call County Property Appraiser's Office) → 00-42-46-33-11-000-7810

2. Mark (x) all that apply — Multi-parcel transaction? → [ ] Transaction is a split or cutout from another parcel? → [ ] **Property was improved with building(s) at time of sale/transfer?** → [ ]

3. Grantor (Seller): Bernstein (Last) Shirley (First) (MI) (Corporate Name (if applicable))
   7020 Lions Head Lane (Mailing Address) Boca Raton (City) FL (State) 33498 (Zip Code) ( ) (Phone No.)

4. Grantee (Buyer): Bernstein (Last) Shirley (First) (MI) (Corporate Name (if applicable))
   7020 Lions Head Lane (Mailing Address) Boca Raton (City) FL (State) 33498 (Zip Code) ( ) (Phone No.)

5. Date of Sale/Transfer: 5 (Month) / 20 (Day) / 2008 (Year) — Sale/Transfer Price: $ $10.00 (Round to the nearest dollar.) — Property Located In: 60 - Palm Beach

6. Type of Document: [ ] Contract/Agreement for Deed [ ] Other [ ] Warranty Deed [X] Quit Claim Deed

7. Are any mortgages on the property? If "Yes", outstanding mortgage balance: YES [ ] / [X] NO
   (Round to the nearest dollar.) $ .00

8. **To the best of your knowledge,** were there unusual circumstances or conditions to the sale/transfer such as: Forced sale by court order? Foreclosure pending? Distress Sale? Title defects? Corrective Deed? Mineral rights? Sale of a partial or undivided interest? Related to seller by blood or marriage. YES [ ] / [X] NO

9. Was the sale/transfer financed? YES [ ] / [X] NO If "Yes", please indicate type or types of financing:
   Conventional [ ] Seller Provided [ ] Agreement or Contract for Deed [ ] Other [ ]

10. Property Type: Mark (x) all that apply — Residential [X] Commercial [ ] Industrial [ ] Agricultural [ ] Institutional/Miscellaneous [ ] Government [ ] Vacant [ ] Acreage [ ] Timeshare [ ]

11. **To the best of your knowledge,** was personal property included in the sale/transfer? If "Yes", please state the amount attributable to the personal property. (Round to the nearest dollar.) YES [ ] / [X] NO — $ .00 (Cents)

12. Amount of Documentary Stamp Tax → $ .70

13. **If no tax is due in number 12, is deed exempt from Documentary Stamp Tax under s. 201.02(6), Florida Statutes?** YES [ ] / [ ] NO

Under penalties of perjury, I declare that I have read the foregoing return and that the facts stated in it are true. If prepared by someone other than the taxpayer, his/her declaration is based on all information of which he/her has any knowledge.

Signature of Grantor or Grantee or Agent _____ Date _____

WARNING: FAILURE TO FILE THIS RETURN OR ALTERNATIVE FORM APPROVED BY THE DEPARTMENT OF REVENUE SHALL RESULT IN A PENALTY OF $25.00 IN ADDITION TO ANY OTHER PENALTY IMPOSED BY THE REVENUE LAW OF FLORIDA.

To be completed by the Clerk of the Circuit Court's Office	Clerks Date Stamp
This copy to Property Appraiser O. R. Book and Page Number and File Number Date Recorded (/ /) Month Day Year	

This copy to Property Appraiser

FedEx Shipment Receipt

Outbound Shipment

Address Information

Ship to:	Ship from:
Jeffrey C. Wolken	Kimberly Moran
Wilmington Trust Company	TESCHER & SPALLINA
Rodney Square North	2101 CORPORATE BLVD
1100 North Market Street	SUITE 107
Wilmington, DE	BOCA RATON, FL
19890	33431
US	US
302-651-8192	5619987847

Shipping Information

Tracking number:
Ship date: 05/22/2008
Estimated shipping charges: 40.63

Package Information

Service type: Standard Overnight
Package type: FedEx Box
Number of packages: 1
Total weight: 2.0LBS
Declared value: 0.00 USD
Special Services: Process a Return Shipment,Adult signature required
Pickup/Drop-off: Give to scheduled courier at my location

Billing Information

Bill transportation to: Sender
Your reference: Bernstein/11187.001
P.O. no.:
Invoice no.:
Department no.:

Return Shipment

Address Information

Ship to:	Ship from:
Kimberly Moran	Jeffrey C. Wolken
TESCHER & SPALLINA	Wilmington Trust Compa
2101 CORPORATE BLVD	Rodney Square North
SUITE 107	1100 North Market Stree
BOCA RATON, FL	Wilmington, DE
33431	19890
US	US
5619987847	302-651-8192

Shipping Information

Tracking number: 798446964706
Ship date: 05/22/2008
Estimated shipping charges:

Package Information

Return label type: Print
Service type: Standard Overnight
Package type: FedEx Pak
Number of packages: 1
RMA no.:
Total weight: 2LBS

Declared value: 0.00USD
Special Services:
Pickup/Drop-off: Give to scheduled courier at my locati

Billing Information

Bill transportation to: Sender
Your reference: Bernstein/11187.001
P.O. no.:
Invoice no.:
Department no.:

Thank you for shipping online with Fedex ShipManager at fedex.com.

Please Note

FedEx will not be responsible for any claim in excess of $100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or speical is limited to the greater of $100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is $500, e.g., jewelry, precious metals, negotiable instruments and other items lised in our Service Guide. Written claims must be filed within strict time limits; Consult the applicable FedEx Service Guide for details.
The estimated shipping charge may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable FedEx Service Guide or the FedEx Rate Sheets for details on how shipping charges are calculated.

SIMON L. BERNSTEIN

IRREVOCABLE TRUST AGREEMENT

Prepared by:

Tescher & Spallina, P.A.
2101 Corporate Blvd., Suite 107, Boca Raton, Florida 33431
(561) 998-7847
www.tescherlaw.com

TESCHER & SPALLINA, P.A.

SIMON L. BERNSTEIN

IRREVOCABLE TRUST AGREEMENT

THIS AGREEMENT, made this 20 day of May, 2008, between SIMON L. BERNSTEIN, of Palm Beach County, Florida hereafter called "Trustor," and WILMINGTON TRUST COMPANY, a Delaware corporation, hereafter called "Trustee," WITNESSETH:

WHEREAS, Trustor desires to establish a trust of the property described in the attached "Schedule A" and other property which may be added from time to time, all of which is hereafter called the "trust fund;" and

WHEREAS, Trustee accepts such trust and agrees to administer it in accordance with the terms and conditions of this agreement;

NOW, THEREFORE, Trustor hereby gives Trustee the property described in "Schedule A," in trust, for the following purposes:

SECTION 1: DISTRIBUTION.

A. During Trustor's Lifetime. During Trustor's lifetime, Trustee may, from time to time and subject to Subsection D of this Section 1, distribute all, some, or none, of the net income and principal to Trustor and Trustor's wife, SHIRLEY BERNSTEIN, as Trustee deems appropriate. Trustee shall take into account other sources of funds available to them. Trustee shall accumulate any net income not so distributed and add it to principal, to be disposed of as a part of it.

B. On Trustor's Death. On Trustor's death, Trustee shall distribute the trust fund to such person or persons, other than Trustor, Trustor's creditors, Trustor's estate, and the creditors of Trustor's estate, in such manner and amounts, and on such terms, whether in trust or otherwise, as Trustor effectively appoints by specific reference hereto in his Will. However, Trustor may, from time to time, release this special power of appointment, in whole or in part, by a written instrument delivered to Trustee during his lifetime. On Trustor's death, Trustee shall distribute the remaining assets of this Trust to the then serving Trustee of the SIMON L. BERNSTEIN TRUST AGREEMENT dated May 13. 2008, as may be amended and restated from time to time, to be held and administered as provided thereunder.

C. Contingent Gift. If at any time Trustee holds any portion of the principal of any trust not disposed of effectively under the previous provisions, then at such time Trustee shall distribute such principal, free from trust, to such then living person or persons as are then determined to be Trustor's distributees by the application of the intestacy laws of the State of Delaware governing the distribution of intestate personal property then in effect, as though Trustor had died at that particular time, intestate, a resident of the State of Delaware and owning such property then so distributable.

D. Distribution Adviser. Trustee shall exercise its discretionary power to distribute income and/or principal to Trustor's wife pursuant to Subsection A of this Section 1 only with the written consent of the distribution adviser who shall be Trustor, so long as he is willing and able to act in such capacity. If at any time there is no distribution adviser, or if such adviser fails to express in writing to Trustee consent or disapproval as to the exercise of any discretionary power within fifteen (15) calendar days after Trustee has sent a written request for such consent to such adviser's last known address by certified mail (or by any other means for which the sender shall have evidence of receipt by the addressee), Trustee may act in the matter as it deems appropriate. The distribution adviser shall act in a fiduciary capacity and conform to the purposes of this agreement. Such adviser shall have no duty to inquire into or see to the performance by Trustee of its duties under this agreement. The distribution adviser shall receive no compensation and shall not be reimbursed for expenses incurred while acting as such adviser.

SECTION 2: MERGER WITH SIMILAR TRUSTS.

If at any time a trust is set aside for any person or persons under the terms of this agreement which is substantially the same as any other trust established for that person or persons by Trustor or Trustor's wife, Trustee may, in its sole discretion, merge the trust created hereunder with the other trust for such person or persons, and the two trusts shall thereafter be held, administered, and distributed as one.

SECTION 3: ALTERNATIVE METHODS OF DISTRIBUTION.

Trustee may take any reasonable steps to disburse funds to or for a beneficiary, including: (i) distribution, either by hand or mail, to the beneficiary or the guardian of the person or property (whether the guardian is formally appointed or a natural guardian), (ii) distribution to a custodian for the beneficiary under the Uniform Transfers to Minors Act (or similar statute) of any state, (iii) deposit to the account of the beneficiary in any federally insured depository, or (iv) direct application for the benefit of the beneficiary.

SECTION 4: SPENDTHRIFT PROVISION.

No beneficiary (including Trustor) may alienate or in any other manner, whether voluntary or involuntary, assign, transfer, pledge, or mortgage his or her interest in any trust hereunder, and no one (including a spouse or former spouse) may attach or otherwise reach any interest of any beneficiary hereunder to satisfy a claim against that beneficiary, whether the claim is legal or equitable in origin. The provisions of this Section shall not limit or otherwise affect any power of appointment conferred upon a beneficiary or the right of a beneficiary to disclaim or release any interest created hereunder. This Section constitutes a restriction on the transfer of Trustor's beneficial interest in the trust fund that is enforceable under applicable non-bankruptcy laws within the meaning of Section 541(c)(2) of the Bankruptcy Code (11 U.S.C. § 541(c)(2)) or any other similar or successor statute.

SECTION 5: PAYMENT OF DEATH TAXES, DEBTS, AND EXPENSES OF ADMINISTRATION.

On the death of the Trustor, Trustee shall, unless otherwise directed by the beneficiary's Will or Revocable Trust Agreement, distribute to the Personal Representative of the beneficiary's estate an amount equal to the sum of all additional transfer taxes and costs of administration payable by such Personal Representative as a result of the inclusion of the trust in the Trustor's estate. Certification of such Personal Representative as to the amount of such additional taxes and costs will be determinative for all purposes. Trustee shall make such distributions directly to the appropriate payee, if so directed by such Personal Representative.

SECTION 6: TRUSTEE'S POWERS.

In addition to those powers granted by law, Trustee is specifically authorized and empowered, in its sole discretion, but subject to the provisions of Section 7:

A. To sell at public or private sale, exchange for like or unlike property, convey, lease for terms longer or shorter than the trust, and otherwise dispose of any or all property held hereunder, for such price and upon such terms and credits as it deems proper.

B. To invest in any kind of property, real, personal, or mixed, regardless of the laws governing investments by fiduciaries, without any duty to diversify investments.

C. Unless otherwise directed by the investment adviser named in Section 7 hereof, to execute securities transactions, without necessity of providing written confirmation thereof to such adviser at the time of settlement, and to execute securities transactions through any brokerage service, whether discount or full service, including Wilmington Brokerage Services at its normal rates of compensation, without diminution of compensation otherwise payable to Trustee, even if Wilmington Trust Company is serving as Trustee.

D. To vote directly or by proxy at any election or stockholders' meeting any shares of stock, excluding stock of Wilmington Trust Corporation.

E. To participate in any plan or proceeding, including any voting trust plan for liquidating, protecting, or enforcing any interest in any property, or for reorganizing, consolidating, merging, or adjusting the finances of any corporation issuing any such interest; to accept in lieu thereof any new or substituted stocks, bonds, notes, or securities, whether of the same or a different kind or class, or with different priorities, rights, or privileges; to pay any assessment or any expense incident thereto; and to do any other act or thing that it deems necessary or advisable in connection therewith.

F. To deposit, or arrange for the deposit of, securities at Depository Trust Company (DTC) and/or at any other securities depository or clearing corporation.

G. To make any division or distribution in cash or in kind, or partly in cash and partly in kind; and to elect to recognize taxable gain or loss resulting from a distribution. Trustee may consider the income tax basis of the property then available for division or distribution, as well as the circumstances of the beneficiaries, and need not make division or distribution on a pro rata, asset-by-asset basis. Trustee shall not adjust the interest of any beneficiary as a result of any action taken or forborne under the provisions of this Subsection G.

H. To make loans, against adequate collateral, to any person including the Personal Representative of the estate of Trustor or any beneficiary and/or to purchase any property at its then fair market value from any person including such Personal Representative.

I. To borrow money from any person or corporation, including Trustee, and to pledge or mortgage as security any real or personal property.

J. To litigate, submit to arbitration, compromise, or settle any claim in favor of or against any trust hereunder, and to execute all agreements, deeds, and releases necessary or proper in connection therewith.

K. To retain attorneys-at-law, accountants, investment counsel, agents, and other advisers without diminution of compensation otherwise payable to Trustee.

L. To pay the taxes and expenses of maintaining, repairing, improving, and insuring any real property held hereunder.

M. To receipt for the proceeds of any life insurance made payable to Trustee, to institute any suit or proceedings, and to take any action necessary to collect such proceeds. However, Trustee need not institute any suit or proceeding unless its expenses, including counsel fees and costs, are available in the trust fund or are advanced or guaranteed in an amount and in a manner reasonably satisfactory to it.

N. To renounce, in whole or in part, any property or interest in property which may become payable to any trust hereunder, except to the extent that the distribution of such property resulting from such renunciation is fundamentally inconsistent with the provisions of this agreement.

O. To divide any trust hereunder into separate trusts if the purposes for which the trust was created are better served thereby.

P. To consider gains from the sale of capital assets in the trust to be part of a mandatory or discretionary distribution of principal to a beneficiary.

SECTION 7: INVESTMENT ADVISER.

Trustee shall exercise the powers hereinbefore granted to it in Subsections A, B,

D, E, H and I of Section 6 with respect to each trust hereunder only with the written consent or on the written direction of the investment adviser of such trust, provided that: (i) Trustee shall sell any Wilmington Trust Corporation stock held by it hereunder unless specifically directed to do otherwise by such adviser; (ii) the purchase, sale, and voting of Wilmington Trust Corporation stock shall be solely on the direction of the investment adviser; (iii) Trustee shall manage and invest the otherwise uninvested cash in each such trust in its sole discretion; (iv) the investment adviser may at any time, or from time to time, delegate to Trustee the authority to exercise in its sole discretion the power to buy or sell any property (or, having delegated the authority to do so, revoke such authority); and (v) if at any time during the continuance of any such trust there shall be no investment adviser of such trust, or if the investment adviser of such trust shall fail to communicate in writing to Trustee his or her consent, disapproval, or direction as to the exercise of any of the aforesaid powers for which exercise the consent or direction of such adviser shall be necessary, within twenty (20) days after Trustee shall have sent to such adviser, by certified mail (or by any other means for which the sender shall have evidence of receipt by the addressee), at his or her last known address, a written request for such consent or direction (notwithstanding that Trustee shall be under no obligation to request any such direction), then Trustee is hereby authorized and empowered to take such action in the premises as it, in its sole discretion, shall deem to be for the best interest of the beneficiaries of such trust. The investment adviser hereunder shall be Trustor and Trustor's wife, in the order named, while willing and able to act in such capacity. Initially, Trustee shall exercise such powers on the direction of the investment adviser, but the investment adviser may establish from time to time whether the Trustee shall exercise such powers with the consent or on the direction of such adviser. To qualify, any person appointed investment adviser of a trust hereunder shall deliver a written instrument to Trustee indicating acceptance and agreement that all powers conferred upon such adviser will be exercised in a fiduciary capacity for the exclusive interest of the beneficiaries. The investment adviser need not inquire into the Trustee's performance of its duties and shall not be held liable for any loss whatsoever to any trust hereunder, unless it results from actions taken in bad faith. The investment adviser shall serve without compensation, but the investment adviser (other than Trustor) may be reimbursed for out-of-pocket expenses, including investment counsel fees.

SECTION 8: ADDITIONS TO THE TRUST FUND.

With the consent of Trustee, any person may add property to any trust hereunder, and such property shall thereafter be held by Trustee as a part thereof.

SECTION 9: IRREVOCABILITY.

This trust shall be irrevocable and not subject to amendment by Trustor or any other person. However, Trustee is authorized to modify or amend the provisions of this agreement to ensure that this agreement is a qualified disposition under the Act. Trustee may rely upon the advice of counsel in taking any action pursuant to the authority given to Trustee, and Trustee shall be without liability therefor.

SECTION 10: PAYMENT OF INCOME.

Except where otherwise provided, the payment of the net income of any trust hereunder shall be made at such times as are convenient to the beneficiary and agreed to by Trustee.

SECTION 11: NON-ACCRUAL OF INCOME.

Notwithstanding any statute or rule of law to the contrary, any income accrued or on hand and not actually distributed to a beneficiary upon the termination of his or her interest shall be treated as though it had, in fact, accrued thereafter. Any income accrued upon shares of stock or interest-bearing property when delivered to Trustee shall be treated as though such income had, in fact, accrued after such delivery.

SECTION 12: THIRD PARTIES NOT OBLIGED TO FOLLOW FUNDS.

No person or corporation dealing with Trustee shall be obliged to see to the application of money paid or property delivered to Trustee, to inquire into the propriety of Trustee's exercising its powers, or to determine the existence of any fact upon which Trustee's power to perform any act hereunder may be conditioned.

SECTION 13: TRUSTEE'S COMPENSATION.

Trustee shall receive compensation for its services hereunder from time to time in accordance with the current rates then charged by it for trusts of similar size and character. If Trustee renders any extraordinary services, it may receive additional compensation therefor.

SECTION 14: RESIGNATION AND REMOVAL OF TRUSTEE.

At any time during the remainder of Trustor's life, Trustee may resign by written notice delivered to Trustor, and WILLIAM E. STANSBURY may remove Trustee by written notice delivered to it. In either case, WILLIAM E. STANSBURY may appoint another bank or trust company that is described in Section 3570(9) of the Act, as successor Trustee by written notice delivered to Trustee. During Trustor's lifetime, Trustee shall be deemed to have resigned on the date on which: (i) it ceases to be a Trustee described in Section 3570(9) of the Act; or (ii) a court takes any action whereby such court declines to apply Delaware law in determining the validity, construction, or administration of any trust hereunder or of the effect of the spendthrift provision hereunder in any action brought against trustee. Unless objections are filed as provided below, Trustee shall, within ninety (90) days after it resigns or is removed, deliver any assets held hereunder to the successor Trustee. If WILLIAM E. STANSBURY does not appoint such a successor Trustee, Trustee may petition the appropriate court to appoint such a successor Trustee. Upon resignation or removal, Trustee shall deliver a statement of its activities to the

date of such resignation or removal for which it has not reported to the person to whom Trustee was directed to give notice of resignation or who was authorized to remove Trustee. Such person shall have sixty (60) days from receipt of such statement to file with Trustee any objections to its actions as Trustee. If no such objections are filed, Trustee shall be without any further liability or responsibility to any past, present, or future beneficiaries. No successor Trustee shall be required to examine into the acts of its predecessor Trustee, and each successor Trustee shall have responsibility only with respect to the property actually delivered to it by its predecessor Trustee.

SECTION 15: SIMULTANEOUS DEATH.

If Trustor and Trustor's wife die under circumstances where the order of deaths cannot be determined, and if any of the principal is includable in Trustor's estate for transfer tax purposes, then for the purposes of this agreement with respect to such principal, Trustor's wife shall be deemed to have survived Trustor and died immediately thereafter.

SECTION 16: TRUST SITUS.

This agreement creates a Delaware trust, and all matters pertaining to the validity, construction, and application of this agreement or to the administration of the trusts created by it shall be governed by Delaware law.

SECTION 17: DEFINITIONS.

A. "Trustor's wife" refers to SHIRLEY BERNSTEIN.

B. "Code" means the Internal Revenue Code of 1986, as amended, or any corresponding federal tax statute enacted after the date of this agreement. A reference to a specific section of the Code refers not only to that section but also to any corresponding provision of any federal tax statute enacted after the date of this agreement, as in effect on the date of application.

C. "Transfer taxes" means all applicable federal estate taxes (except additional estate taxes imposed under Section 2032A of the IRC), state estate or inheritance taxes, and generation-skipping transfer taxes imposed on any "direct skip" (as defined in Chapter 13 of the Code) other than a direct skip from a trust or resulting from a disclaimer, and any interest and penalties thereon. The term does not include federal or state gift taxes, generation-skipping transfer taxes imposed on a "taxable termination," a "taxable distribution," or a "direct skip" from a trust or resulting from a disclaimer, income taxes, real estate transfer taxes, or any tax or duty imposed by a foreign country or political subdivision thereof. In addition, the term does not include any tax imposed by Section 2056A of the Code or any corresponding provision of applicable state law.

D. "Act" means the Delaware Qualified Dispositions in Trust Act (12 Delaware Code Section 3570, et seq.), as amended, or any corresponding Delaware statute enacted after the date of this agreement. A reference to a specific section of the Act refers not only to that section but also to any corresponding provision of any Delaware statute enacted after the date of this agreement, as in effect on the date of application.

E. Use of any gender in this agreement includes the masculine, feminine and neuter genders as appropriate. Use of the singular number includes the plural and vice versa unless the context clearly requires otherwise.

F. "Personal Representative" means the executor or administrator of a decedent's estate and shall include all persons serving in such capacity from time to time.

G. Use of the verb "shall" in this agreement indicates a mandatory direction, and use of the verb "may" indicates authorization to take action.

H. Captions, headings and sub-headings, as used herein, are for convenience only and have no legal or dispositive effect.

IN WITNESS WHEREOF, SIMON L. BERNSTEIN, Trustor, has set his Hand and Seal the 20 day of Nov, 2008, and WILMINGTON TRUST COMPANY, Trustee, has caused this agreement to be signed in its name by one of its Vice Presidents and its corporate seal to be affixed by one of its Assistant Secretaries, the _____ day of _____, 2008, all done in duplicate as of the date of execution by Trustor, which date shall be the effective date of this instrument.

WITNESS:

_____ (SEAL)
SIMON L. BERNSTEIN, Trustor

WILMINGTON TRUST COMPANY, Trustee

By:_____
Vice President

Attest:_____
Assistant Secretary

STATE OF FLORIDA)
) SS.
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 20th day of May, 2008, by SIMON L. BERNSTEIN.

NOTARY PUBLIC-STATE OF FLORIDA
Kimberly Moran
Commission # DD766470
Expires: APR. 28, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

Kimberly Moran
Notary Public

STATE OF DELAWARE)
) SS.
COUNTY OF NEW CASTLE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2008, by _____, a Vice President of Wilmington Trust Company, a Delaware corporation, on behalf of the corporation.

_____
Notary Public

"SCHEDULE A"

Consisting of One Page

of

SIMON L. BERNSTEIN

Irrevocable Trust Agreement

Dated May 20, 2008

Between

SIMON L. BERNSTEIN

and

WILMINGTON TRUST COMPANY

* * *

CASH in the amount of One Dollar ($1.00)

* * *

WILMINGTON TRUST

TRUSTEESHIP
DISCLOSURES AND WAIVERS

Wilmington Trust Company

This document contains various disclosures that we, the Wilmington Trust entity indicated at left, make in connection with our agreement to serve as trustee or co-trustee.

1. Account and Investment Activity

You understand and agree that:

a) We will provide periodic statements of account activity, (at least quarterly), asset values, tax reporting information, and any other legally required information.

b) We may hold trust account assets in nominee name.

c) In managing the trust account, we may provide advice or exercise investment responsibilities differently, either in nature or in timing, than we do for other accounts we manage, provided we act in good faith.

d) We may invest, for ourselves or others, in the same security we purchase for the trust account.

e) We may combine trading orders for the trust account with trading orders for other accounts to effect transactions, and, if a particular transaction is not filled completely, the trust account will share in the results on a pro rata basis.

f) We may complete any transaction in the trust account as a cross-transaction with another account at Wilmington Trust, so long as the cost and quality of execution is comparable to that available at that time through channels we might have used had no cross-transaction opportunity been available.

g) We are not responsible for the accuracy of information, including asset valuations, furnished by you, anyone on your behalf, the issuer of any security or any reputable third party.

h) We may charge the trust account a customary fee for any overdrafts.

i) Any mutual funds in which the trust account is invested, including our own Wilmington Trust family of mutual funds, are legally separate from Wilmington Trust's corporate affiliates. Shares of mutual funds (including money market funds) and other investment funds are not bank obligations or deposits, are not insured by the FDIC, and may fluctuate in value.

WILMINGTON TRUST

2. Parties Performing Various Services

You understand and agree that:

a) We may hire subcustodians (including our affiliates) and depositories.

b) We may use our affiliates to perform services on behalf of the trust (for example, brokerage services and services to mutual funds.).

c) Any investment management services we provide may be performed by Wilmington Trust Investment Management, LLC, a registered investment advisor, as sub-advisor, and that trust and custody services are performed by the Wilmington Trust entity indicated above. We also may engage the services of one or more other sub-advisors, including affiliates, and we will periodically monitor the performance of sub-advisors.

d) Wilmington Trust receives additional fees beyond those described in the applicable fee schedule or fee agreement whenever we:

- invest trust account assets in a mutual fund or other investment fund to which we or an affiliate provides services (this may include both affiliated and unaffiliated funds)
- use one of our affiliates (such as a brokerage firm) to perform services for the trust account

The fund disclosure documents show which third parties, and which of our affiliates, provide which services and how they are paid.

3. Our Privacy Policy APPLIES TO REVOCABLE TRUSTS ONLY

PRIVACY POLICY FACTS

Issuing entities

- Wilmington Trust Company
- Wilmington Trust FSB
- Wilmington Trust of Pennsylvania
- Wilmington Trust Investment Management

Individuals covered

Past, present, and potential clients of any of the entities above.

Examples of information that may be collected and disclosed

- Name, age, and address
- Employer and income level
- Financial information
- Credit history
- Social Security number
- Use of products and services
- Account information

Main sources of personal information

- Your applications, forms, and other information you provide
- Your transactions with us and with other parties
- Calls, letters and other communications with you
- Outside companies used to verify your information, such as credit bureaus

Purpose of the Policy

In providing financial services, we accumulate personal information about our clients that is not publicly available ("personal information").

We mainly use your personal information to do business with you. However, we may also share this information with companies within the Wilmington Trust family and with carefully selected companies outside of our family in order to help you meet your financial goals, such as when we believe that you could benefit from a product or service offered by us or another company with whom we have a trusted business relationship. If you do not want us to share your personal information for this purpose, you can so indicate on the signature page of this agreement.

Security of Personal Information

We restrict access to your personal information to those staff members who need to know that information to provide products and services to you. In addition, we diligently maintain physical, electronic, and procedural safeguards that comply with federal standards to guard the security of your information, and we require other entities that have access to personal information as described in this policy to maintain similar safeguards.

WILMINGTON TRUST

PRIVACY POLICY FACTS, continued

Main functions of personal information

- Doing business with you
- Verifying identity and guarding against fraud
- Complying with government regulations
- Identifying products or services that may be of use to you

Main users of personal information

- Wilmington Trust and its affiliates
- Outside companies that help us service your account
- Government entities that are legally entitled to request personal information
- Credit bureaus
- Outside companies with whom we have joint marketing agreements or who market on our behalf
- Outside companies offering products or services we believe could benefit you

Sharing of Information Within the Wilmington Trust Corporate Family

From time to time, such as for responding to client inquiries and for risk control purposes, we may share personal information about you with companies that are part of the Wilmington Trust corporate family.

Unless you request otherwise, we may also share personal information about you within our corporate family when we think it may help you to meet your financial goals and objectives. These companies all provide financial services, including, but not limited to, loans, leases, credit cards, family office services, brokerage services and insurance services.

Sharing of Information Outside of the Wilmington Trust Corporate Family

We may share some or all of your personal information with outside companies that perform marketing services on our behalf, or with other financial institutions with which we have joint marketing arrangements (such as financial service providers with which we offer products such as credit cards). We also may share some or all of your personal information with other companies that assist us in servicing your accounts, preparing monthly statements and/or processing and printing of checks; government agencies in response to subpoenas or regulatory requirements; credit reporting agencies to which we report information about your transactions with us; and otherwise as permitted by law.

Unless you request otherwise, we may also share your personal information with outside companies that we believe will be able to help us to help you meet your financial goals by providing additional financial products and services.

Your Privacy Choices

You have two choices: one concerning companies within the Wilmington Trust family, the other concerning outside companies. Where we have indicated above that you can request that we not share your personal information, you can check the appropriate box(es) on the signature page with respect to one, both, or neither.

If you have no objection to our sharing of personal information about you with other financial service providers, both within and outside of the Wilmington Trust corporate family, to help you meet your financial goals, you do not have to do anything. However, if you do nothing and you have previously submitted your privacy choices to us in connection with other relationships you may have with us, we will continue to honor those elections for all of your relationships.

Unless we receive indication to the contrary, your choices will apply to all individuals with whom you hold joint accounts, unless the joint accountholder(s) submits to us privacy choices that are different from your own choices.

Once indicated, a choice will remain in effect until you change it by notifying us in writing.

Policy Updates

This notice supersedes any previous Privacy Policy notice from us. We may amend our privacy policy at any time, and will inform you of changes as required by law.

WILMINGTON TRUST

4. Signatures

By signing below:

a) You represent that you are authorized to execute this document.

b) You indicate that you understand and acknowledge the terms of this document.

c) You agree to comply with all laws and regulations that apply to you and your trust's relationship with us.

d) You agree to provide us with your name, date of birth, address, and other identifying information or documents we request in order for us to verify and record your identity as required by Federal laws designed to fight the funding of terrorism and money-laundering activities. We may also ask for identifying documents such as your driver's license or passport.

e) You agree to accept our periodic statements as sufficient information concerning transactions in the trust account and you waive your right to receive transaction confirmations, unless you indicate otherwise below or in subsequent notice to us.

☐ You wish to exercise your right to start receiving copies of individual transaction confirmations, at no expense to you other than a reasonable fee, as permitted by law, that Wilmington Trust may charge if it has investment responsibility for the trust account.

f) You agree to notify us promptly in writing of any discrepancy in an account statement.

g) If the trust agreement is governed by the California law, you waive your right to receive written notice from us of our initial investment of the trust account in any Wilmington Trust-sponsored mutual funds and to receive the related prospectuses within the time stipulated by California law.

h) You request that idle cash be invested in the following money market fund, and you acknowledge that you have received a prospectus for that fund:

☐ Wilmington Prime Money Market Portfolio (Service Class)
☐ Wilmington US Government Portfolio (Service Class)
☐ Wilmington Tax Exempt Portfolio (Service Class)

If no choice is indicated, this fund will be selected.

i) You understand that we are obligated to provide the name(s), address(es), and share positions of those persons or entities with authority for voting proxies to issuers of securities held in the trust account (or to other parties an issuer may designate), unless you indicate otherwise below or through subsequent notice to us in writing.

☐ You request that we withhold the identifying information of those responsible for voting proxies relating to the trust account from issuers and their designates.

WILMINGTON TRUST

TERMS THAT APPLY TO REVOCABLE TRUST ACCOUNTS ONLY

j) You acknowledge that you have read Part II of our Form ADV. If you have not received that document more than 48 hours before you sign this document, you have the right to cancel our investment services, if any, without penalty, within five business days after you sign this agreement.

k) With respect to your Privacy Policy choices, you indicate that we have your permission to disclose personal information about you to members of the Wilmington Trust corporate family as well as persons and companies outside the Wilmington Trust corporate family unless you indicate otherwise by checking below:

☐ do not disclose personal information to members of the Wilmington Trust corporate family

☐ do not disclose personal information to persons and companies outside the Wilmington Trust corporate family

If you have already indicated your privacy choices to us earlier, and do not check either box here, your prior choices will remain in effect.

Acknowledged and Agreed to by:

X _____
TRUSTOR SIGNATURE DATE

All Trusts (if Applicable)

X _____
CO-TRUSTEE SIGNATURE DATE

X _____
CO-TRUSTEE SIGNATURE DATE

X _____
CONSENT/DIRECTION ADVISOR SIGNATURE DATE

Irrevocable Trusts Only

X _____
INCOME BENEFICIARY SIGNATURE DATE

X _____
INCOME BENEFICIARY SIGNATURE DATE

Wilmington Trust:

_____
BY

_____
TITLE

X _____
SIGNATURE

Form **W-9**
(Rev. January 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Simon L. Bernstein

Business name, if different from above

Check appropriate box: ☑ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ► ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
7020 Lions Head Lane

Requester's name and address (optional)

City, state, and ZIP code
Boca Raton, FL 33496

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Social security number
3 7 1 - 3 2 - 5 2 1 1

or

Employer identification number
- -

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ► Date ►

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

Form **W-9**
(Rev. January 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)
Shirley Bernstein

Business name, if different from above

Check appropriate box: ☑ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
7020 Lions Head Lane

Requester's name and address (optional)

City, state, and ZIP code
Boca Raton, FL 33496

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Social security number
3 4 7 3 0 9 7 4 9

or

Employer identification number
– – – – – – – – –

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

SIMON & SHIRLEY BERNSTEIN
7020 LIONS HEAD LANE
BOCA RATON, FL 33496

May 20, 2008

Wilmington Trust Company
1100 North Market Street
Wilmington, DE 19890

Re: Simon L. Bernstein Irrevocable Trust Agreement

Ladies and Gentlemen:

This letter is written to you in connection with my creation of the above-captioned trust (the "Trust"), which I will create after delivery of this letter.

I am aware that under certain circumstances assets held in the Trust may not be reached by my personal creditors. I have been advised by you that a personal creditor of mine could reach assets held in the Trust if the creditor could prove that my transfer of assets to the Trust was a fraudulent transfer.* I also understand that no assurance can be given that the law of Delaware would apply to the determination as to whether a transfer of assets to the Trust is a fraudulent transfer. Accordingly, I have, to the extent I deem advisable, consulted with counsel in Delaware and in other states including my state of residence, regarding the laws pertaining to fraudulent transfers in those states. You have not advised me in any manner with respect to the fraudulent transfer laws, or law of similar import, in any state.

I have no intent to hinder, delay or defraud any creditor of mine in connection with the transfer of assets to the Trust or otherwise.

I am not now engaged in, nor do I have any intent or plan to engage in, any business or transaction for which my assets remaining after the completion of my intended transfer of assets to the Trust would be unreasonably small in relation to the business or transaction.

I do not intend to incur, nor do I have any belief or reason to believe that I will incur, debts beyond my ability to pay when due.

I am not presently involved in, nor am I aware of, any pending or threatened litigation in which any person is directly or indirectly seeking damages against me. I am not involved in any

* Under Delaware law, a transfer is fraudulent if (i) made by the debtor with actual intent to hinder, delay or defraud a creditor, (ii) the debtor engages in a business or transaction for which his assets remaining thereafter are unreasonably small in relation to the business or transaction, or (iii) the debtor intended or should have known that he would incur debts beyond his ability to pay when due. See 6 Del. C. § 1304(a). The fraudulent transfer laws of other states may be more or less restrictive.

administrative proceeding under the jurisdiction of a federal, state or municipal government as of this date.

Upon the completion of my intended transfer of assets to the Trust, I will not have made a transfer to the Trust of substantially all of my assets.

To the best of my knowledge, I am not liable for, or indebted to, any person who suffered death, personal injury or property damage on or before the date upon which I create and fund the Trust, whose death, personal injury or property damage may be determined at any time to have been caused in whole or in part either by my act or omission or by the act or omission of another person for whom I am vicariously liable.

I am not presently in arrears on account of any agreement or court order for the payment of support or alimony in favor of my spouse, my former spouse or my children, nor have I failed to comply with any agreement or court order providing for the division of property in favor of my spouse or former spouse.

I have no intent to abscond.

No part of my intent in creating the Trust is to conceal assets.

I am not currently insolvent, nor have I incurred debts I am unable to pay when due. I do not currently contemplate filing for relief under the provisions of the U.S. Bankruptcy Code, nor am I involved in any situation that I reasonably anticipate would cause me to file for relief thereunder in the future.

Following the completion of my intended transfer of assets to the Trust, I will remain solvent and the value of my assets will substantially exceed my debts. To the best of my knowledge, I will remain able to pay my debts as they come due.

When I state that my assets will exceed my debts, I am referring to all of my property that is not encumbered by a valid lien except to the extent it is generally exempt under nonbankruptcy law, and except for property held in tenancies by the entirety when it is not subject to process by a creditor holding a claim against only one tenant.

I am not about to incur substantial debt, nor have I already incurred a substantial debt in relation to the value of my assets.

I have full right, title and authority to make the intended transfer of assets to the Trust. None of the assets that I intend to transfer to the Trust have been pledged or otherwise promised in satisfaction of any debt nor are any of those assets subject to any lien, encumbrance, or security interest of any type.

The assets intended to be transferred to the Trust were not derived from unlawful activities.

Whenever in this letter I refer to my "creditors" or my "debts," I mean to include both my direct creditors and direct debts and those creditors to whom, and those debts for which, I am, or may be, jointly and severally liable or indirectly liable such as, for example, those creditors to whom, and debts for which, I am, or may be, liable on account of my status as a general partner in a partnership or guarantor of the debt of another.

I intend that each person now or hereafter serving as Trustee or Advisor for the Trust may rely upon this letter in agreeing to act as a fiduciary of the Trust. You, along with any other Trustee of the Trust, may rely upon it for any purpose including assisting in any defense in any legal proceeding that may be brought against you in your corporate or fiduciary capacity.

Very truly yours,

SIMON L. BERNSTEIN

SUBSCRIBED AND SWORN to before me

This 20 day of May, 2008

Kimberly Moran
Notary Public

NOTARY PUBLIC-STATE OF FLORIDA
Kimberly Moran
Commission # DD766470
Expires: APR. 28, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

William E. Stansbury
Life Insurance Concepts
950 Peninsula Corporate Circle
Suite 3010
Boca Raton, FL 33487

May 20, 2008

Wilmington Trust Company
1100 North Market Street
Wilmington, DE 19890
Attn: Jeffrey C. Wolken

Re: Acceptance of Appointment as the Protector for the Simon L. Bernstein Irrevocable Trust Agreement.

Dear Mr. Wolken:

Please know that I hereby accept my appointment as the protector of The Simon L. Bernstein Irrevocable Trust Agreement under Section 14 of said Trust. Under this Section, I am given the power to remove and replace the trustee of said Trust.

Regards,

TRUST PROTECTOR

William E. Stansbury, ~~Investment Advisor~~

SIMON & SHIRLEY BERNSTEIN
7020 LIONS HEAD LANE
BOCA RATON, FL 33496

May 20, 2008

Wilmington Trust Company
1100 North Market Street
Wilmington, DE 19890
Attn: Jeffrey C. Wolken

Re: Acceptance of Appointment as the Investment Advisor for the Simon L. Bernstein Irrevocable Trust Agreement

Dear Mr. Wolken:

Please know that I hereby accept my appointment as the Investment Advisor of The Simon L. Bernstein Irrevocable Trust Agreement under Section 7 of said Trust. I agree that all powers conferred upon me as the Investment Advisor will be exercised in a fiduciary capacity for the exclusive interest of the beneficiaries.

Regards,

Simon L. Bernstein, Investment Advisor

Personal Information Memo

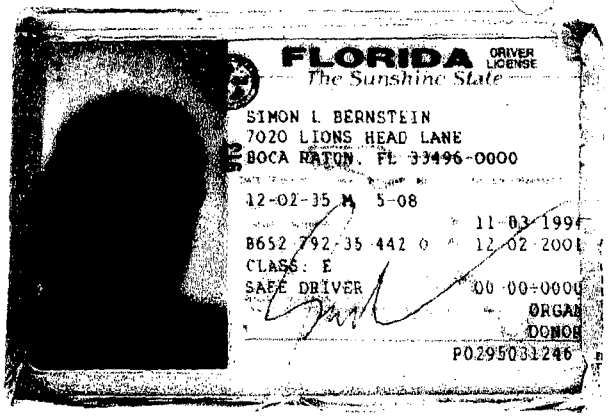
Name: Simon L. Bernstein

Address: 7020 Lions Head Lane
Boca Raton, FL 33498

Telephone: 561-477-9991

Social Security #: 371-32-5211

DOB: 12/02/35


FLORIDA
DRIVER LICENSE
The Sunshine State
SIMON L BERNSTEIN
7020 LIONS HEAD LANE
BOCA RATON, FL 33496-0000
12-02-35 M 5-08
11-03-1994
B652-792-35-442-0
12-02-2001
CLASS: E
SAFE DRIVER
00-00-0000
ORGAN
DONOR
P0295031246

Personal Information Memo

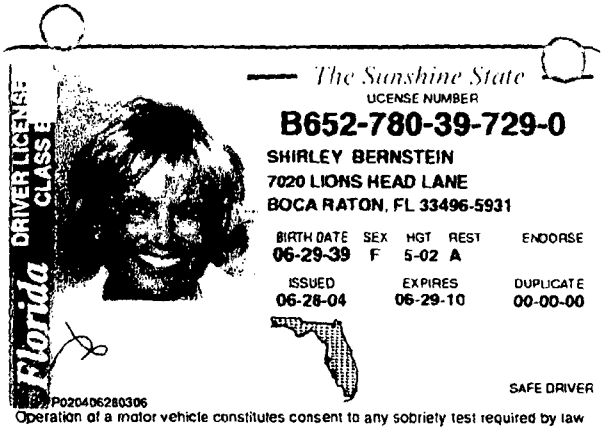
Name: Shirley Bernstein

Address: 7020 Lions Head Lane
Boca Raton, FL 33498

Telephone: 561-477-9991

Social Security #: 347-30-9749

DOB: 06/29/39



Florida DRIVER LICENSE CLASS E

The Sunshine State

LICENSE NUMBER

B652-780-39-729-0

SHIRLEY BERNSTEIN
7020 LIONS HEAD LANE
BOCA RATON, FL 33496-5931

BIRTH DATE	SEX	HGT	REST	ENDORSE
06-29-39	F	5-02	A	

ISSUED	EXPIRES	DUPLICATE
06-28-04	06-29-10	00-00-00

SAFE DRIVER

P020406280306

Operation of a motor vehicle constitutes consent to any sobriety test required by law

Personal Information Memo

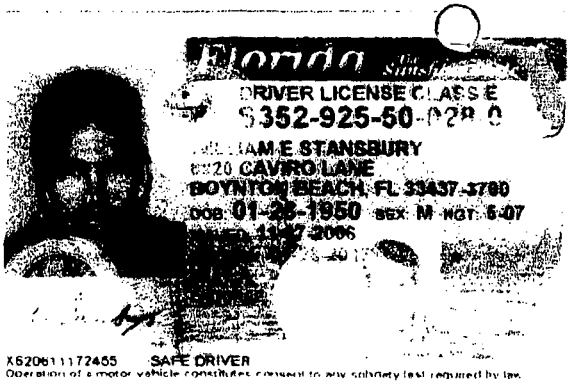
Name: William E. Stansbury

Address: 6920 Caviro Lane
Boynton Beach, FL 33437

Telephone: 561-375-9703

Social Security #: 212-54-9407

DOB: 01/28/50


Florida
DRIVER LICENSE CLASS E
352-925-50
AM E STANSBURY
CAVIRO LANE
BOYNTON BEACH FL 33437-3780
DOB 01-28-1950 SEX M HGT 5-07
2006
X620611172455 SAFE DRIVER

Personal Information Memo

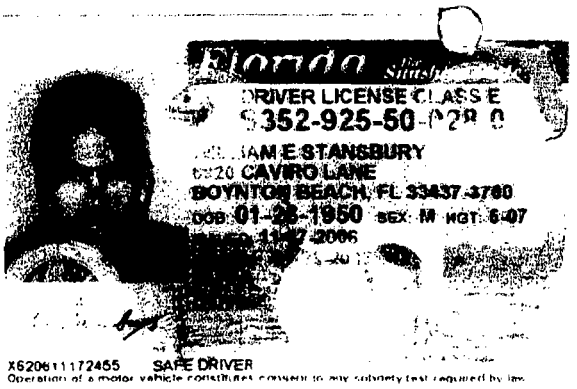
Name: William E. Stansbury

Address: 6920 Caviro Lane
Boynton Beach, FL 33437

Telephone: 561-375-9703

Social Security #: 212-54-9407

DOB: 01/28/50


Florida
DRIVER LICENSE CLASS E
352-925-50
AM E STANSBURY
CAVIRO LANE
BOYNTON BEACH, FL 33437-3760
DOB 01-26-1950 SEX M HGT 6-07
2006
X620611172455 SAFE DRIVER
Operation of a motor vehicle constitutes consent to any sobriety test required by law

Bernstein 4/28/08

- DAPT
  - Need to Draft

- Independent Trustee - Robert
- Prepare Deeds

Robert Spallina

From: Simon Bernstein [simon@lifeinsuranceconcepts.com]
Sent: Thursday, March 13, 2008 10:43 AM
To: Robert Spallina
Subject: FW: Bernstein Trusts

PLEASE NOTE BELOW FOR YOUR FILES- THANK YOU
SI BERNSTEIN

From: Michael Munson [mailto:mmunson@glcpa.com]
Sent: Thursday, March 13, 2008 10:36 AM
To: mrayburn@stanfordeagle.com
Cc: Jerry Lewin; Simon Bernstein
Subject: Bernstein Trusts

Hello Melissa,

Thank you for the opportunity to get acquainted the other day. I look forward to working with you and Stanford Trust as it relates to the 10 Bernstein Trusts.

Please pay the balance due on each of the 9 Bernstein trusts that received notices dtd on or about March 3, 2008, from the Internal Revenue Service for outstanding penalties and interest on tax form 1041 for the tax year 2006.
Note that the trusts for Daniel, Alexandra, Jacob and Michael have balances due in the amount of $362.34. The trusts for Molly, Eric, Max, Carly, and Josh have amounts due of $361.20. I am sure you noticed the same but I mention just to be safe. Further, I confirm that the Trust for Julia has not received a notice yet. Please also pay this balance due when it arrives.

Next, please make payment of the 4th quarter 2007 estimated payments for each trust in the amount of $6,250 as soon as possible.

Third, at your convenience, would you be please provide me with a copy of the notice of acceptance by Stanford Trust of the position of Trustee for each trust? Related to this, I will be sending you an election statement that will be required to be signed for each of the trusts that needs to be filed with the Internal Revenue Service. This election statement is the Eligible Small Business Trust election and is required to declare to the IRS that the trusts are eligible shareholders that will pay tax on the income earned on the respective ownership interests in LIC Holdings.

Finally, I will be sending you extension forms for each of the trusts with filing instructions and balances due within the next two weeks for the 2007 tax year.

If you have any questions or if I may be of any assistance please don't hesitate to contact me.

Sincerely.

Michael P. Munson, JD, CPA
Senior Tax Manager

Goldstein Lewin & Co.
Certified Public Accountants and Consultants
1900 NW Corporate Boulevard
East Building Suite 300
Boca Raton, Florida 33431

Website: www.glcpa.com
E-mail: mmunson@glcpa.com
Telephone: 561.994.5050
Fax: 561.241.0071

3/13/2008

Disclaimer: To ensure compliance with requirements imposed by the IRS, we inform you that, any tax advice contained in this communication, including any attachments, is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding tax-related penalties under the Internal Revenue Code or (ii) promoting, marketing, or recommending to another party any transaction or matter addressed herein.

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3/13/2008

TESCHER & SPALLINA, P.A.

ATTORNEYS-AT-LAW

DONALD R. TESCHER
ROBERT L. SPALLINA
KIMBERLY MORAN
LEGAL ASSISTANT

BOCA CORPORATE CENTER, SUITE 107
2101 CORPORATE BOULEVARD
BOCA RATON, FLORIDA 33431

TEL: 561.998.7847
FAX: 561.998.2643
WWW.TESCHERLAW.COM

April 9, 2008

Personal and Confidential

VIA FEDERAL EXPRESS
Mr. and Mrs. Simon Bernstein
c/o Simon L. Bernstein
Life Insurance Concepts
950 Peninsula Corporate Circle
Suite 3010
Boca Raton, Florida 33487

Re: Estate Planning

Dear Shirley and Si:

Enclosed are drafts of each of your Wills and Revocable Trusts, the children's Family Trusts, and each of your Durable Powers of Attorney, Designations of Health Care Surrogate and Living Wills. The following is a brief summary of the enclosed documents.

Will of Simon L. Bernstein. The Will is a simple one since most of the dispositive provisions are contained in your Revocable Trust Agreement, discussed below. The Will disposes of your tangible personal property (jewelry, personal effects, etc.) by leaving all such items to Shirley, or if she has not survived you, to your children in equal shares. We have made provision in your Will for any residences that you own individually to pass to Shirley if she survives you. The remaining assets of your probate estate are directed to be distributed to the Trustees of your Revocable Trust. As discussed, we have designated Shirley and Bill as the Personal Representatives of your estate, and either of them will serve alone if the other is unable to serve.

As an aside, I checked the Palm Beach County property records and your residence is currently titled in Shirley's name alone and the condo is titled in both your names as tenants by the entireties (see enclosed). Interestingly, neither of these properties is designated as your homestead. You should file a homestead application on your residence and retitle this property in your joint names. This will cap increases to the value on your residence to 3% each year, afford you protection under the Florida Constitution for creditor purposes, and save you taxes on $50,000 in assessed value each year. With regard to the condo, we can prepare a deed transferring the property to Shirley's trust. This will pass outside of probate under her trust at the time of her death (either to you in a protected manner or to your children as the case may be).

Will of Shirley Bernstein. Shirley's Will is essentially identical to Si's Will, described above. Si is appointed as the Personal Representative of Shirley's estate, and Ted is designated as successor if Si is unable to serve. With regard to your jewelry and other valuables, Florida allows disposition of tangible personal property by separate written memorandum apart from the Will. We will provide each of you with forms so that you may provide specifically to whom you want certain items to pass at each of your deaths.

Simon L. Bernstein Trust Agreement. This Trust is a Revocable Trust, which means that you may alter, amend, revoke or terminate the Trust, in whole or in part, at any time and from time to time during your lifetime. Except in the event of your incapacity during your lifetime, this Trust has no legal or tax significance. It is designed for two specific purposes: to avoid the need for a guardianship should you become incapacitated during your lifetime, and to avoid a full probate of all of your assets since any assets titled in your name as Trustee under this Trust Agreement will pass in accordance with the Trust Agreement without being subjected to probate administration.

After your death, the Trust becomes irrevocable and contains all of the dispositive provisions of your estate. Assuming Shirley survives you, the Trust directs that your assets will be distributed in two parts, a Marital Trust and a Family Trust. The Family Trust will be funded with assets totaling your remaining estate tax exemption amount (currently $2 million less any taxable gifts made during your lifetime). The balance of the remaining Trust assets will fund the Marital Trust.

Both trusts provide for mandatory income distributions during each year of Shirley's life, and both trusts also provide for discretionary distributions of principal during Shirley's life for her "Welfare" (which is a broad standard under the Trust). Upon Shirley's death, she has been given a special power to appoint the remaining assets of both the Marital Trust and the Family Trust to any of your lineal descendants and their spouses (a power to redirect and reallocate), and any assets that Shirley does not appoint will be divided among and held in a separate trusts for your children. The shares created for your children will be distributed to each of their respective Family Trusts and administered as provided under those trusts (discussed below).

As discussed, under both of your Revocable Trusts, we have excluded Ted and Pam (and their lineal descendants) from inheriting. In the unlikely event that all your other children and their respective children do not survive the two of you, then Ted and Pam (and their lineal descendants) become eligible beneficiaries.

You have been named as Trustee of your Trust during your life, and Shirley and Bill are designated as your successor if you are unable to serve (or either of them alone as the case may be). Shirley is designated as the Trustee of the Marital Trust and Family Trust and she has the power to designate a co-Trustee to serve with her and she may remove and replace a co-Trustee. Bill is named as her successor if she is unable to serve.

In the event that separate trusts are established for your lineal descendants under your Revocable Trust (if their Family Trusts are not then in existence), each of them will serve as Trustee of their separate trusts, and the administration provisions of their separate trusts would pay them each all of the income, and discretionary principal for their Welfare (again a broad standard). They would each have the power to appoint a co-Trustee to serve with them and they could remove and replace a co-trustee. We have given them special powers of appointment at their deaths, similar to those discussed below under the Family Trust headings. Again, these trusts would only be established if the Family Trusts are not in existence at the death of the survivor of the two of you. As you intend to fund the Family Trusts during your lifetimes and are designating those trusts as the ultimate receptacles for your collective estates, these provisions are only precautionary in nature.

Shirley Bernstein Trust Agreement. Shirley's Revocable Trust is virtually identical to Si's Trust above, except that Si has been named as successor Trustee of your Trust, and Trustee of the Marital Trust and Family Trust (Ted is named as Si's successor). Si has the power to appoint a co-Trustee and name successors. Again, we have provided for the possibility that separate trusts are established for your children under your Trust, with the same provisions discussed above. We have also provided for a specific gift in the amount of $200,000 to be distributed to Matthew Logan at your death. This amount will be held in a separate trust for his benefit and Debbie shall serve as Trustee thereunder until Matthew attains age 25 at which time he will serve as co-Trustee with Debbie.

Family Trusts

Family Trusts for Children. These trusts are irrevocable and will be the ultimate receptacles for your collective estates. We have prepared trusts for all of your children, including Pam and Ted in the event that you change your mind regarding them participating in your estates (or gifts during your lifetimes). Each of these trusts is intentionally defective for income tax purposes, so that you will be responsible for the income tax consequences of these trusts, and the Independent Trustee (to be determined) of these trusts has the discretion to reimburse you for these taxes. By paying the taxes on these trusts, you are making additional tax free gifts to your children which do not count against your annual exclusion gifts ($24,000 for the two of you), or your lifetime exclusions of $1,000,000 each. Additionally, any sales to these trusts (estate freeze techniques that we can discuss further) while you are living will not trigger any gain recognition, as these trusts are treated as your alter ego for income tax purposes.

The Family Trusts name each of your children as the principal beneficiary, and their respective children (if any) are also designated as beneficiaries while such children (grandchildren) are dependent on your children. All of these beneficiaries will receive distributions of income and principal in the Independent Trustee's discretion. The language we have included regarding the Independent Trustee's discretion is fairly extensive and you should read through it carefully to determine if it is consistent with your own ideals and beliefs. We can modify this language as you wish. Upon the death of the survivor of the two of you, we have designated each of your children (or more remote lineal descendants) to serve as co-Trustees of their separate trusts at age 30 and sole Trustee at age 35 (there would still be an

Independent Trustee serving), and they would each have the ability to distribute income and principal to themselves for their Needs (health, education, maintenance and support) without the consent of the Independent Trustee.

Upon each of your children's deaths, they have been given a power to appoint the remaining assets of each of their Family Trusts to any of your lineal descendants or their spouses. Any assets that they do not appoint, will be divided among and held in separate trusts for their respective children. If one of your children appoints assets to a spouse, then that spouse will receive assets in a separate trust which will distribute income and principal on a discretionary basis for Needs. Upon the death of the spouse, the remaining assets will be distributed to their surviving children and held in further trust and administered in the same fashion as your children. These provisions are the same at every generation.

Si is designated as the grantor and co-Trustee of the Family Trusts along with Shirley, and we have left open the designation of the Independent Trustee. You will need to designate someone other than Bill, as he works for you and is not independent under the tax code. We have provided that there will always be an Independent Trustee serving over the Trusts due to their wholly discretionary nature (this is for tax reasons). We can discuss this further after you have had time to review the trusts.

We have provided for flexibility with regard to the removal and replacement of the Trustees and Independent Trustee. During your lifetimes, while you are serving as Trustees, either of you can remove and replace the Trustees and Independent Trustees, and we have given your children the power at the death of the survivor of the two of you to do the same.

When we met, we discussed your making gifts of limited partnership interests to the trusts during your lifetime. We can discuss this further after you have had an opportunity to review the documents.

Ancillary Documents

Durable Powers of Attorney. We have prepared Durable Powers of Attorney for each of you designating the other as your attorneys-in-fact to act for you in accordance with the terms of the Power of Attorney.

Health Care Surrogates. We have prepared Designation of Health Care Surrogates for each of you naming the other as surrogate to make health care decisions in the event that either of you is unable to make such decisions.

Living Wills. We have also prepared and are enclosing Living Wills for each of you. These documents permit you to express your wishes to not be kept artificially alive in the event that you have one of the three conditions described in the Living Wills.

After you have had time to review the enclosed, please contact us with any questions or changes you may have. We know that there is a lot to digest here and would be happy to set-up a meeting to

review the documents with you in person. You will receive from us under separate cover the buy-sell agreement and related documents related to the business. We look forward to hearing from you shortly.

Sincerely yours,

ROBERT L. SPALLINA

RLS/wp

Enclosures

cc: Donald R. Tescher, Esq.

FedEx

Ship | Track/History | Address Book | Preferences | Fast Ship | Reports | My Profile

<< Log out Home Quick help

Your Shipment Details:

Ship to:	Simon Bernstein Life Insurance Concepts 950 Peninsula Corporate Circle Suite 3010 Boca Raton, FL 33487 US 561-998-8984	**Package type:**	FedEx Pak
		Pickup/Drop Off:	give to scheduled courier at my location
		Weight:	2 LBS
		Dimensions:	0 x 0 x 0 in
		Declared value:	0 USD
		Shipper account number:	409441343
		Bill transportation to:	409441343
		Courtesy rate quote:*	19.86
From:	Kimberly Moran TESCHER & SPALLINA 2101 CORPORATE BLVD SUITE 107 BOCA RATON, FL 33431 US 5619987847	**Discounted variable %**	
		Cod amount	
		Special services:	
		Shipment Purpose:	
		Shipment type:	Express
		Commercial/Residential Status:	Commercial

Tracking no:	791041258369
Your reference:	Bernstein/11187.001
Ship date:	Apr 09 2008
Service type:	Standard Overnight

Print Return to next steps

Please note

. *The courtesy rate shown here may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable FedEx Service Guide or the FedEx Rate Sheets for details on how shipping charges are calculated.

FedEx will not be responsible for any claim in excess of $100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of $100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is $500, e.g., jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits; Consult the applicable FedEx Service Guide for details.

WILL OF

SIMON L. BERNSTEIN

Draft

Prepared by:

Tescher & Spallina, P.A.
2101 Corporate Blvd., Suite 107, Boca Raton, Florida 33431
(561) 998-7847
www.tescherlaw.com

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WILL OF

SIMON L. BERNSTEIN

I, SIMON L. BERNSTEIN, of Palm Beach County, Florida, hereby revoke all my prior Wills and Codicils and make this Will. My spouse is SHIRLEY BERNSTEIN ("***SHIRLEY***"). My children are TED S. BERNSTEIN ("***TED***"), PAMELA B. SIMON, ELIOT BERNSTEIN, JILL IANTONI and LISA S. FRIEDSTEIN.

ARTICLE I. TANGIBLE PERSONAL PROPERTY

I give such items of my tangible personal property to such persons as I may designate in a separate written memorandum prepared for this purpose. I give to SHIRLEY, if SHIRLEY survives me, my personal effects, jewelry, collections, household furnishings and equipment, automobiles and all other non-business tangible personal property other than cash, not effectively disposed of by such memorandum, and if SHIRLEY does not survive me, I give this property to my children who survive me, divided among them as they agree, or if they fail to agree, divided among them by my Personal Representatives in as nearly equal shares as practical, and if neither SHIRLEY nor any child of mine survives me, this property shall pass with the residue of my estate.

ARTICLE II. RESIDENCES

I give to SHIRLEY, if SHIRLEY survives me, my entire interest in any real property used by us as a permanent or seasonal residence, subject to any mortgage or other lien. If SHIRLEY does not survive me, such interest shall pass with the residue of my estate.

ARTICLE III. RESIDUE OF MY ESTATE

I give all the residue of my estate to the Trustee then serving under my revocable Trust Agreement dated today, as may be amended and restated from time to time (the "***Existing Trust***"), as Trustee without bond, but I do not exercise any powers of appointment held by me except as provided in the later paragraph titled "Death Costs." The residue shall be added to and become a part of the Existing Trust, and shall be held under the provisions of said Agreement in effect at my death, or if this is not permitted by applicable law or the Existing Trust is not then in existence, under the provisions of said Agreement as existing today. If necessary to give effect to this gift, but not otherwise, said Agreement as existing today is incorporated herein by reference.

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ARTICLE IV. PERSONAL REPRESENTATIVES

1. **Appointment and Bond.** I appoint SHIRLEY and WILLIAM E. STANSBURY, or either of them alone if the other is unable to serve, as my Personal Representative (the "***fiduciary***"). Each fiduciary shall serve without bond and have all of the powers, privileges and immunities granted to my fiduciary by this Will or by law, provided, however, that my fiduciary shall exercise all powers in a fiduciary capacity.

2. **Powers of Personal Representatives.** My fiduciary may exercise its powers without court approval. No one dealing with my fiduciary need inquire into its authority or its application of property. My fiduciary shall have the following powers:

a. Investments. To sell or exchange at public or private sale and on credit or otherwise, with or without security, and to lease for any term or perpetually, any property, real and personal, at any time forming a part of my probate estate (the "***estate***"); to grant and exercise options to buy or sell; to invest or reinvest in real or personal property of every kind, description and location; and to receive and retain any such property whether originally a part of the estate, or subsequently acquired, even if a fiduciary is personally interested in such property, and without liability for any decline in the value thereof; all without limitation by any statutes or judicial decisions, whenever enacted or announced, regulating investments or requiring diversification of investments.

b. Distributions or Divisions. To distribute directly to any beneficiary who is then entitled to distribution under the Existing Trust; to make any division or distribution pro rata or non-pro rata, in cash or in kind; and to allocate undivided interests in property and dissimilar property (without regard to its tax basis) to different shares, and to make any distribution to a minor or any other incapacitated person directly to such person, to his or her legal representative, to any person responsible for or assuming his or her care, or in the case of a minor to an adult person or an eligible institution (including a fiduciary) selected by my fiduciary as custodian for such minor under the Uniform Transfers to Minors Act or similar provision of law. The receipt of such payee is a complete release to the fiduciary.

c. Management. To manage, develop, improve, partition or change the character of or abandon an asset or interest in property at any time; and to make ordinary and extraordinary repairs, replacements, alterations and improvements, structural or otherwise.

d. Borrowing. To borrow money from anyone on commercially reasonable terms, including a fiduciary, beneficiaries and other persons who may have a direct or indirect interest in the estate; and to mortgage, margin, encumber and pledge real and personal property of the estate as security for the payment thereof, without incurring any personal liability thereon and to do so for a term within or extending beyond the terms of the estate and to renew, modify or extend existing borrowing on similar or different terms and with the same or different security without incurring any personal liability; and such borrowing from my fiduciary may be with or without interest, and may be secured with a lien on the estate assets or any beneficiary's interest in said assets.

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e. Lending. To extend, modify or waive the terms of any obligation, bond or mortgage at any time forming a part of the estate and to foreclose any such mortgage; accept a conveyance of encumbered property, and take title to the property securing it by deed in lieu of foreclosure or otherwise and to satisfy or not satisfy the indebtedness securing said property; to protect or redeem any such property from forfeiture for nonpayment of taxes or other lien; generally, to exercise as to such bond, obligation or mortgage all powers that an absolute owner might exercise; and to loan funds to beneficiaries at commercially reasonable rates, terms and conditions.

f. Abandonment of Property. To abandon any property or asset when it is valueless or so encumbered or in such condition that it is of no benefit to the estate. To abstain from the payment of taxes, liens, rents, assessments, or repairs on such property and/or permit such property to be lost by tax sale, foreclosure or other proceeding or by conveyance for nominal or no consideration to anyone including a charity or by escheat to a state; all without personal liability incurred therefor.

g. Real Property Matters. To subdivide, develop or partition real estate; to dedicate the same to public use; to make or obtain the location of any plats; to adjust boundaries; to adjust differences in valuations on exchange or partition by giving or receiving consideration; and, to grant easements with or without consideration as they may determine; and to demolish any building, structures, walls and improvements, or to erect new buildings, structures, walls and improvements and to insure against fire and other risks.

h. Claims. To enforce, compromise, adjust, arbitrate, release or otherwise settle or pay any claims or demands by or against the estate.

i. Business Entities. To deal with any business entity or enterprise even if a fiduciary is or may be a fiduciary of or own interests in said business entity or enterprise, whether operated in the form of a corporation, partnership, business trust, limited liability company, joint venture, sole proprietorship, or other form (all of which business entities and enterprises are referred to herein as "***Business Entities***"). I vest the fiduciary with the following powers and authority in regard to Business Entities:

i. To retain and continue to operate a Business Entity for such period as the fiduciary deems advisable;

ii. To control, direct and manage the Business Entities. In this connection, the fiduciary, in its sole discretion, shall determine the manner and extent of its active participation in the operation and may delegate all or any part of its power to supervise and operate to such person or persons as the fiduciary may select, including any associate, partner, officer or employee of the Business Entity;

iii. To hire and discharge officers and employees, fix their compensation and define their duties; and similarly to employ, compensate and discharge agents, attorneys, consultants, accountants, and such other representatives as the fiduciary may deem appropriate; including the right

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to employ any beneficiary or fiduciary in any of the foregoing capacities;

iv. To invest funds in the Business Entities, to pledge other assets of the estate or a trust as security for loans made to the Business Entities, and to lend funds from my estate or a trust to the Business Entities;

v. To organize one or more Business Entities under the laws of this or any other state or country and to transfer thereto all or any part of the Business Entities or other property of my estate or a trust, and to receive in exchange such stocks, bonds, partnership and member interests, and such other securities or interests as the fiduciary may deem advisable;

vi. To treat Business Entities as separate from my estate or a trust. In a fiduciary's accounting to any beneficiary, the fiduciary shall only be required to report the earnings and condition of the Business Entities in accordance with standard business accounting practice;

vii. To retain in Business Entities such net earnings for working capital and other purposes of the Business Entities as the fiduciary may deem advisable in conformity with sound business practice;

viii. To sell or liquidate all or any part of the Business Entities at such time and price and upon such terms and conditions (including credit) as the fiduciary may determine. My fiduciary is specifically authorised and empowered to make such sale to any person, including any partner, officer, or employee of the Business Entities, a fiduciary, or to any beneficiary; and

ix. To guaranty the obligations of the Business Entities, or pledge assets of the estate or a trust to secure such a guaranty.

j. Life Insurance. With respect to any life insurance policies constituting an asset of the estate to pay premiums; to apply dividends in reduction of such premiums; to borrow against the cash values thereof; to convert such policies into other forms of insurance including paid-up insurance; to exercise any settlement options provided in any such policies; to receive the proceeds of any policy upon its maturity and to administer such proceeds as a part of the principal of the estate or trust; and in general, to exercise all other options, benefits, rights and privileges under such policies; provided, however, no fiduciary other than a sole fiduciary may exercise any incidents of ownership with respect to policies of insurance insuring the fiduciary's own life.

k. Reimbursement. To reimburse itself from the estate for all reasonable expenses incurred in the administration thereof.

l. Voting. To vote and give proxies, with power of substitution to vote, stocks, bonds and other securities, or not to vote a security.

m. Ancillary Administration. To appoint or nominate, and replace with or without

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cause, any persons or corporations, including itself, as ancillary administrators to administer property in other jurisdictions, with the same powers, privileges and immunities as my fiduciary and without bond.

n. Tax Elections. To file tax returns, and to exercise all tax-related elections and options at their discretion, without compensating adjustments or reimbursements between any accounts or any beneficiaries.

3. **Survivorship.** A beneficiary is not deemed to survive me unless he or she survives me by five days.

4. **Death Costs.** My fiduciary shall pay (a) from the residuary estate my debts which are allowed as claims against my estate, (b) from the residuary estate my funeral expenses without regard to legal limitations, (c) from the residuary estate the expenses of administering my estate and (d) from the residuary estate other than the portion of the residuary estate qualifying for the marital deduction under the laws then in effect, without apportionment, all estate, inheritance and succession taxes (excluding generation-skipping taxes other than with respect to direct skips), and interest and penalties thereon, due because of my death and attributable to all property whether passing under this Will or otherwise and not required by the terms of the Existing Trust to be paid out of said trust. However, such taxes, penalties and interest payable out of my residuary estate shall not include taxes, penalties and interest attributable to (i) property over which I have a power of appointment granted to me by another person, (ii) qualified terminable interest property held in a trust of which I was the income beneficiary at the time of my death (other than qualified terminable interest property held in a trust for which an election was made under Code Section 2652(a)(3)), and (iii) life insurance proceeds on policies insuring my life which proceeds are not payable to my probate estate. My fiduciary shall not be reimbursed for any such payment from any person or property. However, my fiduciary in its discretion may direct that part or all of said death costs shall be paid by my Trustee as provided in the Existing Trust, and shall give such direction to the extent necessary so that the gifts made in Articles I and II of this Will and the gifts made in any codicil hereto shall not be reduced by said death costs.

5. **Reimbursement for Debts and Expenses**. My fiduciary shall promptly reimburse my friends and members of my family who have disbursed their own funds for the payment of any debts, funeral expenses or costs of administration of my estate.

6. **Expenses of Handling Tangible Personal Property**. All expenses incurred by my fiduciary during the settlement of my estate in appraising, storing, packing, shipping, delivering or insuring an article of tangible personal property passing under this Will shall be charged as an expense of administering my estate.

7. **Dealing with Estate**. Each fiduciary may act under this Will even if interested in my estate in an individual capacity, as a fiduciary of another estate or trust (including any trust identified in this Will or created under the Existing Trust) or in any other capacity. Each fiduciary may in good faith buy from, sell to, lend funds to or otherwise deal with my estate.

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8. **Spouse**. The term "***spouse***" herein means, as to a designated individual, the person to whom that individual is from time to time married.

9. **Other Beneficiary Designations**. Except as otherwise explicitly and with particularity provided herein, (a) no provision of this Will shall revoke or modify any beneficiary designation of mine made by me and not revoked by me prior to my death under any individual retirement account, other retirement plan or account, or annuity or insurance contract, (b) I hereby reaffirm any such beneficiary designation such that any assets held in such account, plan, or contract shall pass in accordance with such designation, and (c) regardless of anything herein to the contrary, any of such assets which would otherwise pass pursuant to this Will due to the beneficiary designation not having met the requirements for a valid testamentary disposition under applicable law or otherwise shall be paid as a gift made hereunder to the persons and in the manner provided in such designation which is incorporated herein by this reference.

[remainder of page intentionally left blank]

Draft

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I have published and signed this instrument as my Will at Boca Raton, Florida, on the _____ day of _____, 2008.

_____
SIMON L. BERNSTEIN

This instrument, consisting of this page numbered 7 and the preceding typewritten pages, was signed, sealed, published and declared by the Testator to be the Testator's Will in our presence, and at the Testator's request and in the Testator's presence, and in the presence of each other, we have subscribed our names as witnesses at Boca Raton, Florida on this _____ day of _____, 2008.

_____ residing at _____
[Witness Signature] [Witness Address]

_____
[Witness Address]

_____ residing at _____
[Witness Signature] [Witness Address]

_____
[Witness Address]

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State Of Florida

SS.

County Of Palm Beach

I, SIMON L. BERNSTEIN, declare to the officer taking my acknowledgment of this instrument, and to the subscribing witnesses, that I signed this instrument as my will.

_____

SIMON L. BERNSTEIN, Testator

We, _____ and _____, have been sworn by the officer signing below, and declare to that officer on our oaths that the Testator declared the instrument to be the Testator's will and signed it in our presence and that we each signed the instrument as a witness in the presence of the Testator and of each other.

_____

Witness

_____

Witness

Acknowledged and subscribed before me, by the Testator, SIMON L. BERNSTEIN, who is personally known to me or who has produced _____ (*state type of identification*) as identification, and sworn to and subscribed before me by the witnesses, _____, who is personally known to me or who has produced _____ (*state type of identification*) as identification, and _____, who is personally known to me or who has produced _____ (*state type of identification*) as identification, and subscribed by me in the presence of SIMON L. BERNSTEIN and the subscribing witnesses, all on this _____ day of _____, 2008.

_____

Signature - Notary Public-State of Florida

[Seal with Commission Expiration Date]

_____

Print, type or stamp name of Notary Public

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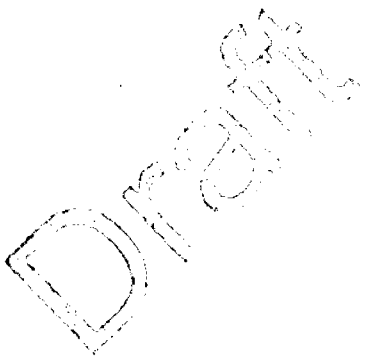
WILL OF

SHIRLEY BERNSTEIN



Prepared by:

Tescher & Spallina, P.A.
2101 Corporate Blvd., Suite 107, Boca Raton, Florida 33431
(561) 998-7847
www.tescherlaw.com

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WILL OF

SHIRLEY BERNSTEIN

I, SHIRLEY BERNSTEIN, of Palm Beach County, Florida, hereby revoke all my prior Wills and Codicils and make this Will. My spouse is SIMON L. BERNSTEIN ("***SIMON***"). My children are TED S. BERNSTEIN ("***TED***"), PAMELA B. SIMON, ELIOT BERNSTEIN, JILL IANTONI and LISA S. FRIEDSTEIN.

ARTICLE I. TANGIBLE PERSONAL PROPERTY

I give such items of my tangible personal property to such persons as I may designate in a separate written memorandum prepared for this purpose. I give to SIMON, if SIMON survives me, my personal effects, jewelry, collections, household furnishings and equipment, automobiles and all other non-business tangible personal property other than cash, not effectively disposed of by such memorandum, and if SIMON does not survive me, I give this property to my children who survive me, divided among them as they agree, or if they fail to agree, divided among them by my Personal Representatives in as nearly equal shares as practical, and if neither SIMON nor any child of mine survives me, this property shall pass with the residue of my estate.

ARTICLE II. RESIDENCES

I give to SIMON, if SIMON survives me, my entire interest in any real property used by us as a permanent or seasonal residence, subject to any mortgage or other lien. If SIMON does not survive me, such interest shall pass with the residue of my estate.

ARTICLE III. RESIDUE OF MY ESTATE

I give all the residue of my estate to the Trustee then serving under my revocable Trust Agreement dated today, as may be amended and restated from time to time (the "***Existing Trust***"), as Trustee without bond, but I do not exercise any powers of appointment held by me except as provided in the later paragraph titled "Death Costs." The residue shall be added to and become a part of the Existing Trust, and shall be held under the provisions of said Agreement in effect at my death, or if this is not permitted by applicable law or the Existing Trust is not then in existence, under the provisions of said Agreement as existing today. If necessary to give effect to this gift, but not otherwise, said Agreement as existing today is incorporated herein by reference.

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ARTICLE IV. PERSONAL REPRESENTATIVES

1. **Appointment and Bond.** I appoint SIMON and TED, one at a time and successively in that order, as my Personal Representative (the "***fiduciary***"). Each fiduciary shall serve without bond and have all of the powers, privileges and immunities granted to my fiduciary by this Will or by law, provided, however, that my fiduciary shall exercise all powers in a fiduciary capacity.

2. **Powers of Personal Representatives.** My fiduciary may exercise its powers without court approval. No one dealing with my fiduciary need inquire into its authority or its application of property. My fiduciary shall have the following powers:

a. Investments. To sell or exchange at public or private sale and on credit or otherwise, with or without security, and to lease for any term or perpetually, any property, real and personal, at any time forming a part of my probate estate (the "***estate***"); to grant and exercise options to buy or sell; to invest or reinvest in real or personal property of every kind, description and location; and to receive and retain any such property whether originally a part of the estate, or subsequently acquired, even if a fiduciary is personally interested in such property, and without liability for any decline in the value thereof; all without limitation by any statutes or judicial decisions, whenever enacted or announced, regulating investments or requiring diversification of investments.

b. Distributions or Divisions. To distribute directly to any beneficiary who is then entitled to distribution under the Existing Trust; to make any division or distribution pro rata or non-pro rata, in cash or in kind; and to allocate undivided interests in property and dissimilar property (without regard to its tax basis) to different shares, and to make any distribution to a minor or any other incapacitated person directly to such person, to his or her legal representative, to any person responsible for or assuming his or her care, or in the case of a minor to an adult person or an eligible institution (including a fiduciary) selected by my fiduciary as custodian for such minor under the Uniform Transfers to Minors Act or similar provision of law. The receipt of such payee is a complete release to the fiduciary.

c. Management. To manage, develop, improve, partition or change the character of or abandon an asset or interest in property at any time; and to make ordinary and extraordinary repairs, replacements, alterations and improvements, structural or otherwise.

d. Borrowing. To borrow money from anyone on commercially reasonable terms, including a fiduciary, beneficiaries and other persons who may have a direct or indirect interest in the estate; and to mortgage, margin, encumber and pledge real and personal property of the estate as security for the payment thereof, without incurring any personal liability thereon and to do so for a term within or extending beyond the terms of the estate and to renew, modify or extend existing borrowing on similar or different terms and with the same or different security without incurring any personal liability; and such borrowing from my fiduciary may be with or without interest, and may be secured with a lien on the estate assets or any beneficiary's interest in said assets.

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e. Lending. To extend, modify or waive the terms of any obligation, bond or mortgage at any time forming a part of the estate and to foreclose any such mortgage; accept a conveyance of encumbered property, and take title to the property securing it by deed in lieu of foreclosure or otherwise and to satisfy or not satisfy the indebtedness securing said property; to protect or redeem any such property from forfeiture for nonpayment of taxes or other lien; generally, to exercise as to such bond, obligation or mortgage all powers that an absolute owner might exercise; and to loan funds to beneficiaries at commercially reasonable rates, terms and conditions.

f. Abandonment of Property. To abandon any property or asset when it is valueless or so encumbered or in such condition that it is of no benefit to the estate. To abstain from the payment of taxes, liens, rents, assessments, or repairs on such property and/or permit such property to be lost by tax sale, foreclosure or other proceeding or by conveyance for nominal or no consideration to anyone including a charity or by escheat to a state; all without personal liability incurred therefor.

g. Real Property Matters. To subdivide, develop or partition real estate; to dedicate the same to public use; to make or obtain the location of any plats; to adjust boundaries; to adjust differences in valuations on exchange or partition by giving or receiving consideration; and, to grant easements with or without consideration as they may determine; and to demolish any building, structures, walls and improvements, or to erect new buildings, structures, walls and improvements and to insure against fire and other risks.

h. Claims. To enforce, compromise, adjust, arbitrate, release or otherwise settle or pay any claims or demands by or against the estate.

i. Business Entities. To deal with any business entity or enterprise even if a fiduciary is or may be a fiduciary of or own interests in said business entity or enterprise, whether operated in the form of a corporation, partnership, business trust, limited liability company, joint venture, sole proprietorship, or other form (all of which business entities and enterprises are referred to herein as "***Business Entities***"). I vest the fiduciary with the following powers and authority in regard to Business Entities:

i. To retain and continue to operate a Business Entity for such period as the fiduciary deems advisable;

ii. To control, direct and manage the Business Entities. In this connection, the fiduciary, in its sole discretion, shall determine the manner and extent of its active participation in the operation and may delegate all or any part of its power to supervise and operate to such person or persons as the fiduciary may select, including any associate, partner, officer or employee of the Business Entity;

iii. To hire and discharge officers and employees, fix their compensation and define their duties; and similarly to employ, compensate and discharge agents, attorneys, consultants, accountants, and such other representatives as the fiduciary may deem appropriate; including the right

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to employ any beneficiary or fiduciary in any of the foregoing capacities;

iv. To invest funds in the Business Entities, to pledge other assets of the estate or a trust as security for loans made to the Business Entities, and to lend funds from my estate or a trust to the Business Entities;

v. To organize one or more Business Entities under the laws of this or any other state or country and to transfer thereto all or any part of the Business Entities or other property of my estate or a trust, and to receive in exchange such stocks, bonds, partnership and member interests, and such other securities or interests as the fiduciary may deem advisable;

vi. To treat Business Entities as separate from my estate or a trust. In a fiduciary's accounting to any beneficiary, the fiduciary shall only be required to report the earnings and condition of the Business Entities in accordance with standard business accounting practice;

vii. To retain in Business Entities such net earnings for working capital and other purposes of the Business Entities as the fiduciary may deem advisable in conformity with sound business practice;

viii. To sell or liquidate all or any part of the Business Entities at such time and price and upon such terms and conditions (including credit) as the fiduciary may determine. My fiduciary is specifically authorised and empowered to make such sale to any person, including any partner, officer, or employee of the Business Entities, a fiduciary, or to any beneficiary; and

ix. To guaranty the obligations of the Business Entities, or pledge assets of the estate or a trust to secure such a guaranty.

j. Life Insurance. With respect to any life insurance policies constituting an asset of the estate to pay premiums; to apply dividends in reduction of such premiums; to borrow against the cash values thereof; to convert such policies into other forms of insurance including paid-up insurance; to exercise any settlement options provided in any such policies; to receive the proceeds of any policy upon its maturity and to administer such proceeds as a part of the principal of the estate or trust; and in general, to exercise all other options, benefits, rights and privileges under such policies; provided, however, no fiduciary other than a sole fiduciary may exercise any incidents of ownership with respect to policies of insurance insuring the fiduciary's own life.

k. Reimbursement. To reimburse itself from the estate for all reasonable expenses incurred in the administration thereof.

l. Voting. To vote and give proxies, with power of substitution to vote, stocks, bonds and other securities, or not to vote a security.

m. Ancillary Administration. To appoint or nominate, and replace with or without

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cause, any persons or corporations, including itself, as ancillary administrators to administer property in other jurisdictions, with the same powers, privileges and immunities as my fiduciary and without bond.

n. Tax Elections. To file tax returns, and to exercise all tax-related elections and options at their discretion, without compensating adjustments or reimbursements between any accounts or any beneficiaries.

3. **Survivorship.** A beneficiary is not deemed to survive me unless he or she survives me by five days.

4. **Death Costs.** My fiduciary shall pay (a) from the residuary estate my debts which are allowed as claims against my estate, (b) from the residuary estate my funeral expenses without regard to legal limitations, (c) from the residuary estate the expenses of administering my estate and (d) from the residuary estate other than the portion of the residuary estate qualifying for the marital deduction under the laws then in effect, without apportionment, all estate, inheritance and succession taxes (excluding generation-skipping taxes other than with respect to direct skips), and interest and penalties thereon, due because of my death and attributable to all property whether passing under this Will or otherwise and not required by the terms of the Existing Trust to be paid out of said trust. However, such taxes, penalties and interest payable out of my residuary estate shall not include taxes, penalties and interest attributable to (i) property over which I have a power of appointment granted to me by another person, (ii) qualified terminable interest property held in a trust of which I was the income beneficiary at the time of my death (other than qualified terminable interest property held in a trust for which an election was made under Code Section 2652(a)(3)), and (iii) life insurance proceeds on policies insuring my life which proceeds are not payable to my probate estate. My fiduciary shall not be reimbursed for any such payment from any person or property. However, my fiduciary in its discretion may direct that part or all of said death costs shall be paid by my Trustee as provided in the Existing Trust, and shall give such direction to the extent necessary so that the gifts made in Articles I and II of this Will and the gifts made in any codicil hereto shall not be reduced by said death costs.

5. **Reimbursement for Debts and Expenses**. My fiduciary shall promptly reimburse my friends and members of my family who have disbursed their own funds for the payment of any debts, funeral expenses or costs of administration of my estate.

6. **Expenses of Handling Tangible Personal Property**. All expenses incurred by my fiduciary during the settlement of my estate in appraising, storing, packing, shipping, delivering or insuring an article of tangible personal property passing under this Will shall be charged as an expense of administering my estate.

7. **Dealing with Estate**. Each fiduciary may act under this Will even if interested in my estate in an individual capacity, as a fiduciary of another estate or trust (including any trust identified in this Will or created under the Existing Trust) or in any other capacity. Each fiduciary may in good faith buy from, sell to, lend funds to or otherwise deal with my estate.

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8. **Spouse**. The term "***spouse***" herein means, as to a designated individual, the person to whom that individual is from time to time married.

9. **Other Beneficiary Designations**. Except as otherwise explicitly and with particularity provided herein, (a) no provision of this Will shall revoke or modify any beneficiary designation of mine made by me and not revoked by me prior to my death under any individual retirement account, other retirement plan or account, or annuity or insurance contract, (b) I hereby reaffirm any such beneficiary designation such that any assets held in such account, plan, or contract shall pass in accordance with such designation, and (c) regardless of anything herein to the contrary, any of such assets which would otherwise pass pursuant to this Will due to the beneficiary designation not having met the requirements for a valid testamentary disposition under applicable law or otherwise shall be paid as a gift made hereunder to the persons and in the manner provided in such designation which is incorporated herein by this reference.

[remainder of page intentionally left blank]

Draft

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I have published and signed this instrument as my Will at Boca Raton, Florida, on the _____ day of _____, 2008.

_____
SHIRLEY BERNSTEIN

This instrument, consisting of this page numbered 7 and the preceding typewritten pages, was signed, sealed, published and declared by the Testatrix to be the Testatrix's Will in our presence, and at the Testatrix's request and in the Testatrix's presence, and in the presence of each other, we have subscribed our names as witnesses at Boca Raton, Florida on this _____ day of _____, 2008.

_____ residing at _____
[Witness Signature] [Witness Address]

_____
[Witness Address]

_____ residing at _____
[Witness Signature] [Witness Address]

_____
[Witness Address]

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State Of Florida

SS.

County Of Palm Beach

I, SHIRLEY BERNSTEIN, declare to the officer taking my acknowledgment of this instrument, and to the subscribing witnesses, that I signed this instrument as my will.

_____

SHIRLEY BERNSTEIN, Testatrix

We, _____ and _____, have been sworn by the officer signing below, and declare to that officer on our oaths that the Testatrix declared the instrument to be the Testatrix's will and signed it in our presence and that we each signed the instrument as a witness in the presence of the Testatrix and of each other.

_____

Witness

_____

Witness

Acknowledged and subscribed before me, by the Testatrix, SHIRLEY BERNSTEIN, who is personally known to me or who has produced _____ (*state type of identification*) as identification, and sworn to and subscribed before me by the witnesses, _____, who is personally known to me or who has produced _____ (*state type of identification*) as identification, and _____, who is personally known to me or who has produced _____ (*state type of identification*) as identification, and subscribed by me in the presence of SHIRLEY BERNSTEIN and the subscribing witnesses, all on this _____ day of _____, 2008.

_____

Signature - Notary Public-State of Florida

[Seal with Commission Expiration Date]

_____

Print, type or stamp name of Notary Public

F:\WPDATA\drt\Bernstein, Shirley & Simon\2008 Estate Planning\Will of Shirley Bernstein.wpd [08 14:46:59 4 8]

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SIMON L. BERNSTEIN

TRUST AGREEMENT

Prepared by:

Tescher & Spallina, P.A.
2101 Corporate Blvd., Suite 107, Boca Raton, Florida 33431
(561) 998-7847
www.tescherlaw.com

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SIMON L. BERNSTEIN

TRUST AGREEMENT

This Trust Agreement is dated this _____ day of _____, 2008, and is between SIMON L. BERNSTEIN, of Palm Beach County, Florida referred to in the first person, as settlor, and SIMON L. BERNSTEIN, of Palm Beach County, and SIMON L. BERNSTEIN's successors, as trustee (referred to as the "***Trustee***," which term more particularly refers to all individuals and entities serving as trustee of a trust created hereunder during the time of such service, whether alone or as co-trustees, and whether originally serving or as a successor trustee). Said Trustee acknowledges receipt of the property described in the Attachment to this Agreement, and agrees to hold said property and all additions, in trust, as provided in this Agreement.

ARTICLE I. DURING MY LIFE AND UPON MY DEATH

A. **Rights Reserved**. I reserve the right (a) to add property to this trust during my life or on my death, by my Will or otherwise; (b) to withdraw property held hereunder; and (c) by separate written instrument delivered to the Trustee, to revoke this Agreement in whole or in part and otherwise modify or amend this Agreement. However, after my spouse's death I may not exercise any of said rights with respect to property added by my spouse upon my spouse's death by my spouse's Will or otherwise.

B. **Payments During My Life**. If income producing property is held in the trust during my life, the Trustee shall pay the net income of the trust to me or as I may direct. However, during any periods while I am Disabled, the Trustee shall pay to me or on my behalf such amounts of the net income and principal of the trust as is proper for my Welfare, and also may in its discretion pay to my spouse such amounts of said net income and principal as is proper for her Welfare. Any income not so paid shall be added to principal.

C. **Gifts**. If I am Disabled, I authorize the Trustee to make gifts from trust property during my lifetime for estate planning purposes, or to distribute amounts to my legally appointed guardian or to my attorney-in-fact for those purposes, subject to the following limitations:

1. Recipients. The gifts may be made only to my spouse and my lineal descendants or to trusts primarily for their benefit, and in aggregate annual amounts to any one such recipient that do not exceed the exclusion amount provided for under Code Section 2503(b).

2. Trustee Limited. When a person eligible to receive gifts is serving as Trustee, the aggregate of all gifts to that person during the calendar year allowable under the preceding subparagraph 1. shall thereafter not exceed the greater of Five Thousand Dollars ($5,000), or five percent

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(5%) of the aggregate value of the trust estate. However, gifts completed prior to a recipient's commencing to serve as Trustee shall not be affected by this limitation.

3. Charitable Pledges. The Trustee may pay any charitable pledges I made while I was not Disabled (even if not yet due).

D. Upon My Death. Upon my death the Trustee shall collect and add to the trust all amounts due to the trust under any insurance policy on my life or under any death benefit plan and all property added to the trust by my Will or otherwise. After paying or providing for the payment from the augmented trust of all current charges and any amounts payable under the later paragraph captioned "Death Costs," the Trustee shall hold the trust according to the following provisions.

ARTICLE II. AFTER MY DEATH

A. Disposition of Tangible Personal Property. If any non-business tangible personal property other than cash (including, but not limited to, my personal effects, jewelry, collections, household furnishings, and equipment, and automobiles) is held in the trust at the time of my death, such items shall be promptly distributed by the Trustee of the trust to such person or persons, including my estate, as to the item or items or proportion specified, as I may appoint, and to the extent that any such items are not disposed of by such appointment, such items shall be disposed of by the Trustee of the trust in exactly the same manner as such items would have been disposed of under the terms and provisions of my Will (including any Codicil thereto, or what the Trustee in good faith believes to be such Will and Codicil) had such items been included in my probate estate. Any such items which are not effectively disposed of pursuant to the preceding sentence shall pass with the other trust assets.

B. Marital Deduction Gift. If my spouse survives me:

1. Family Trust. The Trustee shall hold as a separate "***Family Trust***" (i) all property of the trust estate as to which a federal estate tax marital deduction would not be allowed if it were distributed outright to my spouse, and (ii) after giving effect to (i), the largest pecuniary amount which will not result in or increase any federal or state death tax otherwise payable by reason of my death. In determining the pecuniary amount the Trustee shall assume that none of this Family Trust qualifies for a federal estate tax deduction, and shall assume that all of the Marital Trust hereinafter established (including any part thereof disclaimed by my spouse) qualifies for the federal estate tax marital deduction. I recognize that the pecuniary amount may be reduced by certain state death taxes and administration expenses which are not deducted for federal estate tax purposes.

2. Marital Trust. The balance of the trust remaining after the establishment of the Family Trust shall be held as a separate "***Marital Trust***."

Notwithstanding the foregoing, prior to the funding of the Family Trust and the Marital Trust under this Subparagraph II.B., or only the Family Trust if my spouse does not survive me, the Trustees of this Trust

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or the Personal Representatives of my estate as the case may be, shall finalize the sale of my shares in LIC HOLDINGS, INC., a Florida corporation or its successor in interest ("***LIC HOLDINGS***"), owned by me or this Trust at the time of my death, pursuant to that certain buy-sell agreement entered into by and between my son, TED S. BERNSTEIN, and me. Upon the sale of such shares, the Trustee shall fund the trust(s) provided for hereunder.

3. Disclaimer. Any part of the Marital Trust my spouse disclaims shall be added to the Family Trust. My spouse shall not be deemed to have predeceased me for purposes of such addition. I suggest that my spouse or my spouse's fiduciaries consider an appropriate partial disclaimer to minimize the death taxes due upon both of our deaths.

If my spouse does not survive me, the entire trust shall be held as the Family Trust without regard to the provisions of Subparagraph II.B.1 describing or limiting which assets shall be held thereunder.

C. During Spouse's Life. Commencing with the date of my death the Trustee shall,

1. Marital Trust. Pay to my spouse from the Marital Trust, the net income, and such amounts of principal as is proper for my spouse's Welfare; and

2. Family Trust. Pay to my spouse from the Family Trust, the net income, and such amounts of principal as is proper for my spouse's Welfare. I request (but do not require) that no principal be paid to my spouse from the Family Trust for my spouse's Welfare unless the Marital Trust has been exhausted by use, consumption, distribution, or otherwise or is not reasonably available.

D. Disposition of Trusts Upon Death of Survivor of My Spouse and Me. Upon the death of the survivor of my spouse and me,

1. Limited Power. My spouse (if my spouse survives me) may appoint the Marital Trust and Family Trust (except any part added by disclaimer from the Marital Trust and proceeds of insurance policies on my spouse's life) to or for the benefit of one or more of my lineal descendants and their spouses;

2. Disposition of Balance. Any parts of the Marital Trust and the Family Trust my spouse does not or cannot effectively appoint (including any additions upon my spouse's death), or all of the Family Trust if my spouse did not survive me, shall be divided among and held in separate Trusts for my lineal descendants then living, *per stirpes*. Any assets allocated under this Subparagraph II.D. to my children (as that term is defined under this Trust), shall be distributed to the then serving Trustees of each of their respective Family Trusts, established by me as grantor on even date herewith (the "***Family Trusts***" which term includes any successor trust thereto), to be held and administered as provided under said Trusts. The provisions of the Family Trusts are incorporated herein by reference, and if any of the Family Trusts are not then in existence and it is necessary to accomplish the foregoing dispositions, the current Trustee of this Trust is directed to take such action to establish or reconstitute such applicable trust(s), or if the Trustee is unable to do so, said assets shall be held in separate trusts

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for such lineal descendants and administered as provided in Subparagraph II.E. below. Each of my lineal descendants for whom a separate Trust is held hereunder shall hereinafter be referred to as a "***beneficiary***," with their separate trusts to be administered as provided in Subparagraph II.E. below.

E. **Trusts for Beneficiaries**. The Trustee shall pay to a beneficiary the net income of such beneficiary's trust. The Trustee shall pay to the beneficiary and the beneficiary's children, such amounts of the principal of such beneficiary's trust as is proper for the Welfare of such individuals. After a beneficiary has reached any one or more of the following birthdays, the beneficiary may withdraw the principal of his or her separate trust at any time or times, not to exceed in the aggregate 1/3 in value after the beneficiary's 25th birthday, 1/2 in value (after deducting any amount previously subject to withdrawal but not actually withdrawn) after the beneficiary's 30th birthday, and the balance after the beneficiary's 35th birthday, provided that the withdrawal powers described in this sentence shall not apply to any child of mine as beneficiary of a separate trust. The value of each trust shall be its value as of the first exercise of each withdrawal right, plus the value of any subsequent addition as of the date of addition. The right of withdrawal shall be a privilege which may be exercised only voluntarily and shall not include an involuntary exercise. If a beneficiary dies with assets remaining in his or her separate trust, upon the beneficiary's death the beneficiary may appoint his or her trust to or for the benefit of one or more of my lineal descendants and their spouses (excluding from said class, however, such beneficiary and such beneficiary's creditors, estate, and creditors of such beneficiary's estate). Any part of his or her trust such beneficiary does not effectively appoint shall upon his or her death be divided among and held in separate Trusts for the following persons:

1. for his or her lineal descendants then living, *per stirpes*; or

2. if he or she leaves no lineal descendant then living, *per stirpes* for the lineal descendants then living of his or her nearest ancestor (among me and my lineal descendants) with a lineal descendant then living who is also a lineal descendant of my spouse.

A trust for a lineal descendant of mine shall be held under this paragraph, or if a trust is then so held, shall be added to such trust.

F. **Termination of Small Trust**. If at any time after the death of the survivor of my spouse and me in the opinion of the Trustee a separate trust holds assets of a value of less than $50,000.00 and is too small to justify the expense of its retention, and termination of such trust is in the best interests of its current income beneficiary, the Trustee in its discretion may terminate such trust and pay it to said beneficiary.

G. **Contingent Gift**. If at any time property of a trust held under this Agreement is not disposed of under the other provisions of this Agreement, it shall be paid, as a gift made hereunder, to such persons and in such shares as such property would be distributed if my spouse and I had each then owned one-half of such property and had each then died solvent, unmarried and intestate domiciled in the State of Florida, according to the laws of inheritance of the State of Florida then in effect.

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H. **Protective Provision**. No beneficiary of any trust herein created shall have any right or power to anticipate, transfer, pledge, sell, alienate, assign or encumber in any way his or her interest in the income or principal of such trust. Furthermore, no creditor shall have the right to attach, lien, seize or levy upon the interest of a beneficiary in this trust (other than myself) and such interest shall not be liable for or subject to the debts, liabilities or obligations of any such beneficiary or any claims against such beneficiary (whether voluntarily or involuntarily created), and the Trustee shall pay directly to or for the use or benefit of such beneficiary all income and principal to which such beneficiary is entitled, notwithstanding that such beneficiary has executed a pledge, assignment, encumbrance or in any other manner alienated or transferred his or her beneficial interest in the trust to another. This paragraph shall not preclude the effective exercise of any power of appointment granted herein or the exercise of any disclaimer.

I. **Maximum Duration**. Regardless of anything in this Agreement to the contrary, no trust interest herein created shall continue beyond three hundred sixty (360) years as provided in F.S. § 689.225(2)(a)(2), nor shall any power of appointment be exercised in such manner so as to delay vesting of any trust beyond such period. Immediately prior to the expiration of such period, all such trusts then in existence shall terminate, and the assets thereof shall be distributed outright and in fee to then beneficiaries of the current income and in the proportions in which such persons are the beneficiaries, and if such proportions cannot be ascertained, then equally among such beneficiaries.

J. **Florida Homestead Possessory Rights**. Notwithstanding anything herein to the contrary, if any portion of any Florida improved residential real estate (excluding commercial multi-unit rental property) is an asset of the Marital Trust, my spouse shall have the exclusive and continuous present right to full use, occupancy and possession of such real estate for life. It is my intention that my spouse's interest in such property shall constitute a "beneficial interest for life" and "equitable title to real estate" as contemplated by Section 196.041(2) of Florida Statutes, as amended from time to time or any corresponding provision of law.

ARTICLE III. GENERAL

A. **Disability**. Subject to the following Subparagraph captioned "Subchapter S Stock," while any beneficiary (other than my spouse as beneficiary of the Marital Trust) is Disabled, the Trustee shall pay to him or her only such portion of the income to which he or she is otherwise entitled as is proper for his or her Welfare, and any income not so paid shall be added to the principal from which derived. While any beneficiary is Disabled, income or principal payable to him or her may, in the discretion of the Trustee, be paid directly to him or her, without the intervention of a guardian, directly to his or her creditors or others for his or her sole benefit or to an adult person or an eligible institution (including the Trustee) selected by the Trustee as custodian for a minor beneficiary under the Uniform Transfers to Minors Act or similar law. The receipt of such payee is a complete release to the Trustee.

B. **Timing of Income Distributions**. The Trustee shall make required payments of income at least quarterly.

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C. **Substance Abuse**.

1. In General. If the Trustee reasonably believes that a beneficiary (other than myself) of any trust:

a. routinely or frequently uses or consumes any illegal substance so as to be physically or psychologically dependent upon that substance, or

b. is clinically dependent upon the use or consumption of alcohol or any other legal drug or chemical substance that is not prescribed by a board certified medical doctor or psychiatrist in a current program of treatment supervised by such doctor or psychiatrist,

and if the Trustee reasonably believes that as a result the beneficiary is unable to care for himself or herself, or is unable to manage his or her financial affairs, all mandatory distributions (including distributions upon termination of the trust) to the beneficiary, all of the beneficiary's withdrawal rights, and all of the beneficiary's rights to participate in decisions concerning the removal and appointment of Trustees will be suspended (excluding, however, mandatory income rights under the Marital Trust). In that event, the following provisions of this Subparagraph III.C will apply.

2. Testing. The Trustee may request the beneficiary to submit to one or more examinations (including laboratory tests of bodily fluids) determined to be appropriate by a board certified medical doctor and to consent to full disclosure to the Trustee of the results of all such examinations. The Trustee shall maintain strict confidentiality of those results and shall not disclose those results to any person other than the beneficiary without the prior written permission of the beneficiary. The Trustee may totally or partially suspend all distributions otherwise required or permitted to be made to that beneficiary until the beneficiary consents to the examination and disclosure to the Trustee.

3. Treatment. If, in the opinion of the examining doctor, the examination indicates current or recent use of a drug or substance as described above, the examining doctor will determine an appropriate method of treatment for the beneficiary (for example, counseling or treatment on an in-patient basis in a rehabilitation facility) that is acceptable to the Trustee. If the beneficiary consents to the treatment, the Trustee shall pay the costs of treatment directly to the provider of those services from the distributions suspended under this Subparagraph III.C.

4. Resumption of Distributions. The Trustee may resume other distributions to the beneficiary (and the beneficiary's other suspended rights will be restored) when, in the case of use or consumption of an illegal substance, examinations indicate no such use for 12 months and, in all cases, when the Trustee in its discretion determines that the beneficiary is able to care for himself or herself and is able to manage his or her financial affairs.

5. Disposition of Suspended Amounts. When other distributions to the beneficiary are resumed, the remaining balance, if any, of distributions that were suspended may be distributed to

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the beneficiary at that time. If the beneficiary dies before distribution of those suspended amounts, the Trustee shall distribute the balance of the suspended amounts to the persons who would be the alternate takers of that beneficiary's share (or takers through the exercise of a power of appointment) as otherwise provided in this Trust Agreement.

6. Exoneration. No Trustee (or any doctor retained by the Trustee) will be responsible or liable to anyone for a beneficiary's actions or welfare. The Trustee has no duty to inquire whether a beneficiary uses drugs or other substances as described in this Subparagraph III.C. The Trustee (and any doctor retained by the Trustee) is to be indemnified from the trust estate and held harmless from any liability of any nature in exercising its judgment and authority under this Subparagraph III.C, including any failure to request a beneficiary to submit to medical examination, and including a decision to distribute suspended amounts to a beneficiary.

7. Tax Savings Provision. Despite the provisions of this Subparagraph III.C, the Trustee cannot suspend any mandatory distributions or withdrawal rights that are required for that trust to become or remain a Qualified Subchapter S Trust (unless the Trustee elects for the trust to be an Electing Small Business Trust), or to qualify for any federal transfer tax exemption, deduction, or exclusion allowable with respect to that trust.

D. Income on Death of Beneficiary. Subject to the later paragraph captioned "Subchapter S Stock," and except as otherwise explicitly provided herein, upon the death of any beneficiary, all accrued or undistributed income of such deceased beneficiary's trust shall pass with the principal of his or her trust but shall remain income for trust accounting purposes.

E. Definitions. In this Agreement,

1. Children, Lineal Descendants. The terms "***child,***" "***children***" and "***lineal descendant***" mean only persons whose relationship to the ancestor designated is created entirely by or through (a) legitimate births occurring during the marriage of the joint biological parents to each other, (b) children and their lineal descendants arising from surrogate births and/or third party donors when (i) the child is raised from or near the time of birth by a married couple (other than a same sex married couple) through the pendency of such marriage, (ii) one of such couple is the designated ancestor, and (iii) to the best knowledge of the Trustee both members of such couple participated in the decision to have such child, and (c) lawful adoptions of minors under the age of twelve years. No such child or lineal descendant loses his or her status as such through adoption by another person. Notwithstanding the foregoing, as I have adequately provided for them during my lifetime, my children, TED S. BERNSTEIN ("***TED***") and PAMELA B. SIMON ("***PAM***"), and their respective lineal descendants, shall be deemed to have predeceased me, leaving no lineal descendants surviving. If my children, ELIOT BERNSTEIN, JILL IANTONI and LISA S. FRIEDSTEIN, and their lineal descendants all predecease the survivor of my spouse and me, then TED and PAM, and their respective lineal descendants shall not be deemed to have predeceased me and shall be eligible beneficiaries hereunder.

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2. Code. "***Code***" means the Internal Revenue Code of 1986, as amended, and in referring to any particular provision of the Code, includes a reference to any equivalent or successor provision of a successor federal tax law.

3. Disabled. "***Disabled***" or being under "***Disability***" means, as to any applicable individual: (1) being under the age of 21 years, (2) having been adjudicated by a court of competent jurisdiction as mentally or physically incompetent or unable to manage his or her own property or personal affairs (or a substantially similar finding under applicable state or national law), or (3) being unable to properly manage his or her personal or financial affairs, or a trust estate hereunder as to a Trustee hereunder, because of a mental or physical impairment (whether temporary or permanent in nature). A written certificate executed by an individual's attending physician or attending psychiatrist confirming that person's impairment will be sufficient evidence of Disability under item (3) above, and all persons may rely conclusively on such a certificate.

4. Education. The term "***education***" herein means vocational, primary, secondary, preparatory, theological, college and professional education, including post-graduate courses of study, at educational institutions or elsewhere, and expenses relating directly thereto, including tuition, books and supplies, room and board, and travel from and to home during school vacations. It is intended that the Trustee liberally construe and interpret references to "education," so that the beneficiaries entitled to distributions hereunder for education obtain the best possible education commensurate with their abilities and desires.

5. My Spouse. "***My spouse***" is SHIRLEY BERNSTEIN ("***SHIRLEY***").

6. Needs and Welfare Distributions. Payments to be made for a person's ***"Needs"*** means payments for such person's support, health (including lifetime residential or nursing home care), maintenance and education. Payments to be made for a person's ***"Welfare"*** means payments for such person's Needs, and as the Trustee determines in its sole discretion also for such person's advancement in life (including assistance in the purchase of a home or establishment or development of any business or professional enterprise which the Trustee believes to be reasonably sound), happiness and general well-being. However, the Trustee, based upon information reasonably available to it, shall make such payments for a person's Needs or Welfare only to the extent such person's income, and funds available from others obligated to supply funds for such purposes (including, without limitation, pursuant to child support orders and agreements), are insufficient in its opinion for such purposes, and shall take into account such person's accustomed manner of living, age, health, marital status and any other factor it considers important. Income or principal to be paid for a person's Needs or Welfare may be paid to such individual or applied by the Trustee directly for the benefit of such person. The Trustee may make a distribution or application authorized for a person's Needs or Welfare even if such distribution or application substantially depletes or exhausts such person's trust, without any duty upon the Trustee to retain it for future use or for other persons who might otherwise benefit from such trust.

7. Per Stirpes. In a division "***per stirpes***" each generation shall be represented and counted whether or not it has a living member.

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8. Related or Subordinate Party. A "***Related or Subordinate Party***" to a trust describes a beneficiary of the subject trust or a related or subordinate party to a beneficiary of the trust as the terms "related or subordinate party" are defined under Code Section 672(c).

9. Spouse. A person's "***spouse***" includes only a spouse then married to and living as husband and wife with him or her, or a spouse who was married to and living as husband and wife with him or her at his or her death. The following rules apply to each person who is a beneficiary or a permissible appointee under this Trust Agreement and who is married to a descendant of mine. Such a person will cease to be a beneficiary and will be excluded from the class of permissible appointees upon:

a. the legal termination of the marriage to my descendant (whether before or after my death), or

b. the death of my descendant if a dissolution of marriage proceeding was pending when he or she died.

10. Gender, Number. Where appropriate, words of any gender include all genders and the singular and plural are interchangeable.

F. Powers of Appointment. Property subject to a power of appointment shall be paid to, or retained by the Trustee or paid to any trustee under any will or trust agreement for the benefit of, such one or more permissible appointees, in such amounts and proportions, granting such interests, powers and powers of appointment, and upon such conditions including spendthrift provisions as the holder of such power (i) in the case of a power exercisable upon the death of such holder, appoints in his or her will or in a trust agreement revocable by him or her until his or her death, or (ii) in the case of a power exercisable during the life of such holder, appoints in a written instrument signed by such holder, two witnesses and a notary public, but in either case only if such will, trust agreement, or instrument specifically refers to such power.

G. Limitations on Powers of Trustee. Regardless of anything herein to the contrary, no Trustee shall make or participate in making any distribution of income or principal of a trust to or for the benefit of a beneficiary which would directly or indirectly discharge any legal obligation of such Trustee or a donor of such trust (as an individual, and other than myself as donor) to support such beneficiary; and no Trustee (other than myself and other than my spouse as Trustee of the Marital Trust) shall make or participate in making any discretionary distribution of income or principal to or for the benefit of himself or herself other than for his or her Needs, including by reason of a determination to terminate a trust described herein. For example, if a Trustee (other than myself and other than my spouse as Trustee of the Marital Trust) has the power to distribute income or principal to himself or herself for his or her own Welfare, such Trustee (the "restricted Trustee") shall only have the power to make or participate in making a distribution of income or principal to the restricted Trustee for the restricted Trustee's Needs, although any co-Trustee who is not also a restricted Trustee may make or participate in making a distribution of income or principal to the restricted Trustee for such restricted Trustee's Welfare without the participation or consent of said restricted Trustee.

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H. **Presumption of Survivorship**. If my spouse and I die under circumstances which make it difficult or impracticable to determine which one of us survived the other, I direct that my spouse shall be deemed to have survived me for purposes of this Agreement (except in regard to any property passing hereunder that became part of this trust solely by reason of passage to my probate estate or this trust from the probate estate of or a revocable trust established by my spouse in which case the opposite presumption shall apply), notwithstanding any provisions of law which provide for a contrary presumption. If any person other than my spouse shall be required to survive another person in order to take any interest under this Agreement, the former person shall be deemed to have predeceased the latter person, if such persons die under circumstances which make it difficult or impracticable to determine which one died first.

I. **Governing Law**. This Agreement is governed by the law of the State of Florida.

J. **Other Beneficiary Designations**. Except as otherwise explicitly and with particularity provided herein, (a) no provision of this trust shall revoke or modify any beneficiary designation of mine made by me and not revoked by me prior to my death under any individual retirement account, other retirement plan or account, or annuity or insurance contract, (b) I hereby reaffirm any such beneficiary designation such that any assets held in such account, plan, or contract shall pass in accordance with such designation, and (c) regardless of anything herein to the contrary, any of such assets which would otherwise pass pursuant to this trust due to the beneficiary designation not having met the requirements for a valid testamentary disposition under applicable law or otherwise shall be paid as a gift made hereunder to the persons and in the manner provided in such designation which is incorporated herein by this reference.

K. **Mandatory Notice Required by Florida Law.** The trustee of a trust may have duties and responsibilities in addition to those described in the instrument creating the trust. If you have questions, you should obtain legal advice.

L. **Release of Medical Information.**

1. Disability of Beneficiary. Upon the written request of a Trustee (with or without the concurrence of co-Trustees) issued to any current income or principal beneficiary (including discretionary beneficiaries) for whom a determination of Disability is relevant to the administration of a trust hereunder and for whom a Trustee (with or without the concurrence of co-Trustees) desires to make such a determination, such beneficiary shall issue to all Trustees (who shall be identified thereon both by name to the extent known and by class description) a valid authorization under the Health Insurance Portability and Accountability Act of 1996 and any other applicable or successor law authorizing all health care providers and all medical sources of such requested beneficiary to release protected health information of the requested beneficiary to all Trustees that is relevant to the determination of the Disability of the requested beneficiary as Disability is defined hereunder. The period of each such valid authorization shall be for six months (or the earlier death of the requested beneficiary). If such beneficiary (or his or her legal representative if such beneficiary is a minor or legally disabled) refuses within thirty days of receipt of the request to provide a valid authorization, or

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at any time revokes an authorization within its term, the Trustee shall treat such beneficiary as Disabled hereunder until such valid authorization is delivered.

2. Disability of Trustee. Upon the request to a Trustee that is an individual by (a) a co-Trustee, or if none, (b) the person or entity next designated to serve as a successor Trustee not under legal incapacity, or if none, (c) any adult current income or principal beneficiary not under legal incapacity, or in any event and at any time (d) a court of competent jurisdiction, such Trustee shall issue to such person and all persons, courts of competent jurisdiction, and entities (who shall be identified thereon both by name to the extent known and by class description), with authority hereunder to determine such requested Trustee's Disability, a valid authorization under the Health Insurance Portability and Accountability Act of 1996 and any other applicable or successor law authorizing all health care providers and all medical sources of such requested Trustee to release protected health information of the requested Trustee to such persons, courts and entities, that is relevant to the determination of the Disability of the requested Trustee as Disability is defined hereunder. The period of each such valid authorization shall be for six months (or the earlier death or resignation of the requested Trustee). If such requested Trustee refuses within thirty days of receipt of the request to deliver a valid authorization, or at any time revokes an authorization within its term, such requested Trustee shall thereupon be treated as having resigned as Trustee hereunder.

3. Authorization to Issue Certificate. All required authorizations under this paragraph shall include the power of a physician or psychiatrist to issue a written certificate to the appropriate persons or entities as provided in Subparagraph III.E.3 hereof.

ARTICLE IV. FIDUCIARIES

A. Powers of the Trustee. During my life except while I am Disabled, the Trustee shall exercise all powers provided by law and the following powers, other than the power to retain assets, only with my written approval. While I am Disabled and after my death, the Trustee shall exercise said powers without approval, provided that the Trustee shall exercise all powers in a fiduciary capacity.

1. Investments. To sell or exchange at public or private sale and on credit or otherwise, with or without security, and to lease for any term or perpetually, any property, real and personal, at any time forming a part of the trust estate (the "***estate***"); to grant and exercise options to buy or sell; to invest or reinvest in real or personal property of every kind, description and location; and to receive and retain any such property whether originally a part of any trust herein created or subsequently acquired, even if the Trustee is personally interested in such property, and without liability for any decline in the value thereof; all without limitation by any statutes or judicial decisions whenever enacted or announced, regulating investments or requiring diversification of investments, it being my intention to give the broadest investment powers and discretion to the Trustee. Any bank, trust company, or other corporate trustee serving hereunder as Trustee is authorized to invest in its own common trust funds.

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2. Special Investments. The Trustee is expressly authorized (but not directed) to retain, make, hold, and dispose of investments not regarded as traditional for trusts, including interests or investments in privately held business and investment entities and enterprises, including without limitation stock in closely held corporations, limited partnership interests, joint venture interests, mutual funds, business trust interests, and limited liability company membership interests, notwithstanding (a) any applicable prudent investor rule or variation thereof, (b) common law or statutory diversification requirements (it being my intent that no such duty to diversify shall exist) (c) a lack of current cash flow therefrom, (d) the presence of any risk or speculative elements as compared to other available investments (it being my intent that the Trustee have sole and absolute discretion in determining what constitutes acceptable risk and what constitutes proper investment strategy), (e) lack of a reasonable rate of return, (f) risks to the preservation of principal, (g) violation of a Trustee's duty of impartiality as to different beneficiaries (it being my intent that no such duty exists for this purpose), and (h) similar limitations on investment under this Agreement or under law pertaining to investments that may or should be made by a Trustee (including without limitation the provisions of Fla.Stats. §518.11 and successor provisions thereto that would characterize such investmentsas forbidden, imprudent, improper or unlawful). The Trustee shall not be responsible to any trust created hereunder or the beneficiaries thereof for any loss resulting from any such authorized investment, including without limitation loss engendered by the higher risk element of that particular entity, investment, or enterprise, the failure to invest in more conservative investments, the failure to diversify trust assets, the prudent investor rule or variant thereof. Notwithstanding any provisions for distributions to beneficiaries hereunder, if the Trustee determines that the future potential investment return from any illiquid or closely held investment asset warrants the retention of that investment asset or that sufficient value could not be obtained from the sale or other disposition of an illiquid or closely held investment asset, the Trustee is authorized to retain that asset and if necessary reduce the distributions to beneficiaries due to lack of sufficient liquid or marketable assets. However, the preceding provisions of this Subparagraph shall not be exercised in a manner as to jeopardize the availability of the estate tax marital deduction for assets passing to or held in the a trust for my surviving spouse or that would otherwise qualify for the estate tax marital deduction but for such provisions, shall not override any express powers hereunder of my surviving spouse to demand conversion of unproductive property to productive property, or reduce any income distributions otherwise required hereunder for a trust held for the benefit of my surviving spouse or a "qualified subchapter S trust" as that term is defined in Code Section 1361(d)(3).

3. Distributions. To make any division or distribution pro rata or non-pro rata, in cash or in kind, and to allocate undivided interests in property and dissimilar property (without regard to its tax basis) to different shares.

4. Management. To manage, develop, improve, partition or change the character of an asset or interest in property at any time; and to make ordinary and extraordinary repairs, replacements, alterations and improvements, structural or otherwise.

5. Borrowing. To borrow money from anyone on commercially reasonable terms, including entities owned in whole or in part by the trust, a Trustee, beneficiaries and other persons who may have a direct or indirect interest in a Trust; and to mortgage, margin, encumber and pledge real and

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personal property of a trust as security for the payment thereof, without incurring any personal liability thereon and to do so for a term within or extending beyond the terms of the trust and to renew, modify or extend existing borrowing on similar or different terms and with the same or different security without incurring any personal liability; and such borrowing from a Trustee may be with or without interest, and may be secured with a lien on trust assets.

6. Lending. To extend, modify or waive the terms of any obligation, bond or mortgage at any time forming a part of a trust and to foreclose any such mortgage; accept a conveyance of encumbered property, and take title to the property securing it by deed in lieu of foreclosure or otherwise and to satisfy or not satisfy the indebtedness securing said property; to protect or redeem any such property from forfeiture for nonpayment of taxes or other lien; generally, to exercise as to such bond, obligation or mortgage all powers that an absolute owner might exercise; and to loan funds to beneficiaries at commercially reasonable rates, terms and conditions.

7. Abandonment of Property. To abandon any property or asset when it is valueless or so encumbered or in such condition that it is of no benefit to a trust. To abstain from the payment of taxes, liens, rents, assessments, or repairs on such property and/or permit such property to be lost by tax sale, foreclosure or other proceeding or by conveyance for nominal or no consideration to anyone including a charity or by escheat to a state; all without personal liability incurred therefor.

8. Real Property Matters. To subdivide, develop or partition real estate; to purchase or sell real property and to enter into contracts to do the same; to dedicate the same to public use; to make or obtain the location of any plats; to adjust boundaries; to adjust differences in valuations on exchange or partition by giving or receiving consideration; and, to grant easements with or without consideration as the fiduciaries may determine; and to demolish any building, structures, walls and improvements, or to erect new buildings, structures, walls and improvements and to insure against fire and other risks; and to protect and conserve, or to lease, or to encumber, or otherwise to manage and dispose of real property to the extent such power is not otherwise granted herein or otherwise restricted herein.

9. Claims. To enforce, compromise, adjust, arbitrate, release or otherwise settle or pay any claims or demands by or against a trust.

10. Business Entities. To deal with any business entity or enterprise even if a Trustee is or may be a fiduciary of or own interests in said business entity or enterprise, whether operated in the form of a corporation, partnership, business trust, limited liability company, joint venture, sole proprietorship, or other form (all of which business entities and enterprises are referred to herein as "***Business Entities***"). I vest the Trustee with the following powers and authority in regard to Business Entities:

a. To retain and continue to operate a Business Entity for such period as the Trustee deems advisable;

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b. To control, direct and manage the Business Entities. In this connection, the Trustee, in its sole discretion, shall determine the manner and extent of its active participation in the operation and may delegate all or any part of its power to supervise and operate to such person or persons as the Trustee may select, including any associate, partner, officer or employee of the Business Entity;

c. To hire and discharge officers and employees, fix their compensation and define their duties; and similarly to employ, compensate and discharge agents, attorneys, consultants, accountants, and such other representatives as the Trustee may deem appropriate; including the right to employ any beneficiary or fiduciary in any of the foregoing capacities;

d. To invest funds in the Business Entities, to pledge other assets of a trust as security for loans made to the Business Entities, and to lend funds from a trust to the Business Entities;

e. To organize one or more Business Entities under the laws of this or any other state or country and to transfer thereto all or any part of the Business Entities or other property of a trust, and to receive in exchange such stocks, bonds, partnership and member interests, and such other securities or interests as the Trustee may deem advisable;

f. To treat Business Entities as separate from a trust. In a Trustee's accounting to any beneficiary, the Trustee shall only be required to report the earnings and condition of the Business Entities in accordance with standard business accounting practice;

g. To retain in Business Entities such net earnings for working capital and other purposes of the Business Entities as the Trustee may deem advisable in conformity with sound business practice;

h. To sell or liquidate all or any part of the Business Entities at such time and price and upon such terms and conditions (including credit) as the Trustee may determine. My Trustee is specifically authorised and empowered to make such sale to any person, including any partner, officer, or employee of the Business Entities, a fiduciary, or to any beneficiary; and

i. To guaranty the obligations of the Business Entities, or pledge assets of a trust to secure such a guaranty.

11. Principal and Income. To allocate items of income or expense between income and principal as permitted or provided by the laws of the State of Florida but without limiting the availability of the estate tax marital deduction, provided that the Trustee shall not be required to provide a rate of return on unproductive property unless otherwise provided in this instrument.

12. Life Insurance. With respect to any life insurance policies constituting an asset of a trust, to pay premiums; to apply dividends in reduction of such premiums; to borrow against the cash values thereof; to convert such policies into other forms of insurance, including paid-up insurance; to

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exercise any settlement options provided in any such policies; to receive the proceeds of any policy upon its maturity and to administer such proceeds as a part of the principal of the Trust; and in general, to exercise all other options, benefits, rights and privileges under such policies.

13. Continuing Power. To continue to have or exercise, after the termination of a trust, in whole or in part, and until final distribution thereof, all title, power, discretions, rights and duties conferred or imposed upon the Trustee by law or by this Agreement or during the existence of the trust.

14. Exoneration. To provide for the exoneration of the Trustee from any personal liability on account of any arrangement or contract entered into in a fiduciary capacity.

15. Agreements. To comply with, amend, modify or rescind any agreement made during my lifetime, including those regarding the disposition, management or continuation of any closely held unincorporated business, corporation, partnership or joint venture, and including the power to complete contracts to purchase and sell real estate.

16. Voting. To vote and give proxies, with power of substitution to vote, stocks, bonds and other securities, or not to vote a security.

17. Combination of Shares. To hold the several shares of a trust or several Trusts as a common fund, dividing the income proportionately among them, to assign undivided interests to the several shares or Trusts, and to make joint investments of the funds belonging to them. For such purposes and insofar as may be practicable, the Trustee, to the extent that division of the trust estate is directed hereby, may administer the trust estate physically undivided until actual division thereof becomes necessary to make distributions. The Trustee may hold, manage, invest and account for whole or fractional trust shares as a single estate, making the division thereof by appropriate entries in the books of account only, and may allocate to each whole or fractional trust share its proportionate part of all receipts and expenses; provided, however, this carrying of several Trusts as a single estate shall not defer the vesting in possession of any whole or fractional share of a trust for the beneficiaries thereof at the times specified herein.

18. Reimbursement. To reimburse itself from a trust for reasonable expenses incurred in the administration thereof.

19. Reliance Upon Communication. To rely, in acting under a trust, upon any letter, notice, certificate, report, statement, document or other paper, or upon any telephone, telegraph, cable, wireless or radio message, if believed by the Trustee to be genuine, and to be signed, sealed, acknowledged, presented, sent, delivered or given by or on behalf of the proper person, firm or corporation, without incurring liability for any action or inaction based thereon.

20. Assumptions. To assume, in the absence of written notice to the contrary from the person or persons concerned, that a fact or an event, by reason of which an interest or estate under

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a trust shall commence or terminate, does not exist or has not occurred, without incurring liability for any action or inaction based upon such assumption.

21. Service as Custodian. To serve as succcssor custodian for any beneficiary of any gifts that I may have made under any Transfer to Minors Act, if at the time of my death no custodian is named in the instrument creating the gift.

22. Removal of Assets. The Trustee may remove from the domiciliary state during the entire duration of a trust or for such lesser period as it may deem advisable, any cash, securities or other property at any time in its hands whether principal or not, and to take and keep the same outside the domiciliary state and at such place or places within or outside the borders of the United States as it may determine, without in any event being chargeable for any loss or depreciation to the trust which may result therefrom.

23. Change of Situs. The situs and/or applicable law of any trust created hereunder may be transferred to such other place as the Trustee may deem to be for the best interests of the trust estate. In so doing, the Trustee may resign and appoint a successor Trustee, but may remove such successor Trustee so appointed and appoint others. Each successor Trustee may delegate any and all fiduciary powers, discretionary and ministerial, to the appointing Trustee as its agent.

24. Fiduciary Outside Domiciliary State. In the event the Trustee shall not be able and willing to act as Trustee with respect to any property located outside the domiciliary state, the Trustee, without order of court, may appoint another individual or corporation (including any employee or agent of any appointing Trustee) to act as Trustee with respect to such property. Such appointed Trustee shall have all of the powers and discretions with respect to such property as are herein given to the appointing Trustee with respect to the remaining trust assets. The appointing Trustee may remove such appointed Trustee and appoint another upon ten (10) days notice in writing. All income from such property, and if such property is sold, exchanged or otherwise disposed of, the proceeds thereof, shall be remitted to the appointing Trustee, to be held and administered by it as Trustee hereunder. Such appointed Trustee may employ the appointing Trustee as agent in the administration of such property. No surety shall be required on the bond of the Trustee or agent acting under the provisions of this paragraph. No periodic court accounting shall be required of such appointed Trustee, it being my intention to excuse any statutory accounting which may ordinarily be required.

25. Selection of Assets for Marital Trust. The Trustee shall have sole discretion to determine which assets shall be allocated to the Marital Trust; provided, if possible no assets or the proceeds of any assets which do not qualify for the federal estate tax marital deduction shall be allocated to the Marital Trust. To the extent that other assets qualifying for the marital deduction are available, the Trustee shall not allocate to the Marital Trust any assets with respect to which a credit for foreign taxes paid is allowable under the Code, nor any policy of insurance on the life of my spouse. Any allocation of assets among the Family Trust and the Marital Trust shall, with respect to each such trust, be comprised of assets having an aggregate market value at the time of such allocation fairly representative of the net appreciation or depreciation in the value of the property available for such

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allocation between the date of valuation for federal estate tax purposes and the date or dates of said allocation and selection.

26. Additions. To receive and accept additions to the Trusts in cash or in kind from donors, executors, administrators, Trustee or attorneys in fact, including additions of my property by the Trustee or others as my attorneys in fact.

27. Title and Possession. To have title to and possession of all real or personal property held in the Trusts, and to register or hold title to such property in its own name or in the name of its nominee, without disclosing its fiduciary capacity, or in bearer form.

28. Dealing with Estates. To use principal of the Trusts to make loans to my estate, with or without interest, and to make purchases from my estate or my spouse's estate.

29. Agents. To employ persons, including attorneys, auditors, investment advisers, and agents, even if they are the Trustee or associated with the Trustee, to advise or assist the Trustee in the performance of its administrative duties and to pay compensation and costs incurred in connection with such employment from the assets of the Trust; to act without independent investigation upon their recommendations; and, instead of acting personally, to employ one or more agents to perform any act of administration, whether or not discretionary.

30. Tax Elections. To file tax returns, and to exercise all tax-related elections and options at its discretion, without compensating adjustments or reimbursements between any of the Trusts or any of the trust accounts or any beneficiaries.

B. Resignation. A Trustee may resign with or without cause, by giving no less than 30 days advance written notice, specifying the effective date of such resignation, to its successor Trustee and to the persons required and in the manner provided under Fla.Stats. §§736.0705(1)(a) and 736.0109. As to any required recipient, deficiencies in fulfilling the foregoing resignation requirements may be waived in a writing signed by such recipient. Upon the resignation of a Trustee, such Trustee shall be entitled to reimbursement from the trust for all reasonable expenses incurred in the settlement of accounts and in the transfer of assets to his or her successor.

C. Appointment of Successor Trustee.

1. Appointment. Upon a Trustee's resignation, or if a Trustee becomes Disabled or for any reason ceases to serve as Trustee, I may appoint any person or persons as successor Trustee, and in default of such appointment by me, SHIRLEY and WILLIAM E. STANSBURY ("***BILL***"), or either of them alone if the other is unable to serve, shall serve as successor co-Trustees or Trustee as the case may be. Notwithstanding the foregoing, if a named Trustee is not a U.S. citizen or resident at the time of commencement of his term as Trustee, such Trustee should give due consideration to declining to serve to avoid potential adverse U.S. income tax consequences by reason of the characterization of a

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trust hereunder as a foreign trust under the Code, but shall not be construed to have any duty to so decline if such Trustee desires to serve.

2. Specific Trusts. Notwithstanding the preceding provisions of this Subparagraph IV.C, subsequent to my death I specifically appoint the following person or persons as Trustee of the following Trusts under the following described circumstances:

a. Trustee of the Marital Trust. SHIRLEY and BILL, one at a time and successively in that order, shall serve as Trustee of the Marital Trust. While serving as Trustee, my spouse may designate a co-Trustee to serve with my spouse and my spouse may remove and/or replace such co-Trustee from time to time.

b. Trustee of the Family Trust. SHIRLEY and BILL, one at a time and successively in that order, shall serve as Trustee of the Family Trust. While serving as Trustee, my spouse may designate a co-Trustee that is not a Related or Subordinate Party to serve with my spouse and my spouse may remove and/or replace such co-Trustee with another that is not a Related or Subordinate Party from time to time.

c. Trustee of Separate Trusts for My Children. Each child of mine shall serve as sole Trustee of his or her separate trust. While serving alone as Trustee, a child of mine may designate a co-Trustee that is not a Related or Subordinate Party to serve with such child and such child may remove and/or replace such co-Trustee with another that is not a Related or Subordinate Party from time to time.

d. Trustee of Separate Trusts for My Lineal Descendants Other Than My Children. In regard to a separate trust held for a lineal descendant of mine other than a child of mine which lineal descendant is the sole current mandatory or discretionary income beneficiary, each such lineal descendant shall serve as co-Trustee, or sole Trustee if the preceding described Trustees cease or are unable to serve or to continue to serve, of his or her separate trust upon reaching age twenty-five (25).

3. Successor Trustees Not Provided For. Whenever a successor Trustee or co-Trustee is required and no successor or other functioning mechanism for succession is provided for under the terms of this Trust Agreement, the last serving Trustee or the last person or entity designated to serve as Trustee of the applicable trust may appoint his or her successor, and if none is so appointed, the following persons shall appoint a successor Trustee (who may be one of the persons making the appointment):

a. The remaining Trustees, if any; otherwise,

b. A majority of the permissible current mandatory or discretionary income beneficiaries, including the natural or legal guardians of any beneficiaries who are Disabled.

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A successor Trustee appointed under this subparagraph shall not be a Related or Subordinate Party of the trust. The appointment will be by a written document executed by such person in the presence of two witnesses and acknowledged before a notary public delivered to the appointed Trustee and to me if I am living and not Disabled or in a valid last Will. Notwithstanding the foregoing, a designation under this Subparagraph of a successor trustee to a corporate or entity trustee shall be limited to a corporate or entity trustee authorized to serve as such under Florida law with assets under trust management of no less than one billion dollars.

4. Power to Remove Trustee. Subsequent to my death, the age 25 or older permissible current mandatory or discretionary income beneficiaries from time to time of any trust established hereunder shall have the power to unanimously remove a Trustee of such trust at any time with or without cause, with the successor Trustee to be determined in accordance with the foregoing provisions.

D. Method of Appointment of Trustee. Any such appointment of a successor Trustee by a person shall be made in a written instrument executed by such person in the presence of two witnesses and acknowledged before a notary public which is delivered to such appointed Trustee during the lifetime of the person making such appointment, or any such appointment of a successor Trustee by a person may be made under the last Will of such person.

E. Limitations on Removal and Replacement Power. Any power to remove and/or replace a trustee hereunder that is granted to an individual (including such power when reserved to me) is personal to that individual and may not be exercised by a guardian, power of attorney holder, or other legal representative or agent.

F. Successor Fiduciaries. No Trustee is responsible for, nor has any duty to inquire into, the administration, acts or omissions of any executor, administrator, Personal Representative, or trustee or attorney-in-fact adding property to these Trusts, or of any predecessor Trustee. Each successor Trustee has all the powers, privileges, immunities, rights and title (without the execution of any instrument of transfer or any other act by any retiring Trustee) and all the duties of all predecessors.

G. Liability and Indemnification of Trustee.

1. Liability in General. No individual Trustee (that is, a Trustee that is not a corporation or other entity) shall be liable for any of his or her actions or failures to act as Trustee, even if the individual Trustee is found by a court to have been negligent or in breach of fiduciary duty, except for liability caused by his or her actions or failures to act done in bad faith or with reckless indifference to the purposes of the trust or the interests of the beneficiaries. Each Trustee that is a corporation or other entity will be liable for its actions or failures to act that are negligent or that breach its fiduciary duty, without contribution by any individual Trustee.

2. Indemnification of Trustee. Except in regard to liabilities imposed on a Trustee under Subparagraph IV.G.1, each Trustee shall be held harmless and indemnified from the assets of the

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trust for any liability, damages, attorney's fees, expenses, and costs incurred as a result of its service as Trustee. A Trustee who ceases to serve for any reason will be entitled to receive reasonable security from the assets of the trust to protect it from liability, and may enforce these provisions for indemnification against the current Trustee or against any assets held in the trust, or if the former Trustee is an individual and not a corporation or other entity, against any beneficiary to the extent of distributions received by that beneficiary. This indemnification right extends to the estate, personal representatives, legal successors and assigns of a Trustee.

3. Indemnification of Trustee - Additional Provisions. I recognize that if a beneficiary accuses a Trustee of wrongdoing or breach of fiduciary duty, the Trustee may have a conflict of interest that ordinarily would prevent it from paying legal fees and costs from the trust estate to defend itself. I do not want to put a financial burden on any individual named to serve as a Trustee. Just as important, I do not want an individual who has been selected to serve as a Trustee to be reluctant to accept the position, or while serving to be intimidated in the performance of the Trustee's duties because of the threats of lawsuits that might force the Trustee to pay fees and costs from the Trustee's personal resources. For this reason, I deliberately and intentionally waive any such conflict of interest with respect to any individual serving as Trustee so that he or she can hire counsel to defend himself or herself against allegations of wrongdoing or if sued for any reason (whether by a beneficiary or by someone else) and pay all fees and costs for his or her defense from the trust estate until the dispute is resolved. I understand and agree that a court may award, disallow or allocate fees and costs in whole or in part after the dispute is resolved, as provided by law. The Trustee will account for all such fees and costs paid by it as provided by law. This provision shall not apply to any Trustee that is a corporation or other entity.

H. Compensation, Bond. Each Trustee is entitled to be paid reasonable compensation for services rendered in the administration of the trust. Reasonable compensation for a non-individual Trustee will be its published fee schedule in effect when its services are rendered unless otherwise agreed in writing, and except as follows. Any fees paid to a non-individual Trustee for making principal distributions, for termination of the trust, and upon termination of its services must be based solely on the value of its services rendered, not on the value of the trust principal. During my lifetime the Trustee's fees are to be charged wholly against income (to the extent sufficient), unless directed otherwise by me in writing. Each Trustee shall serve without bond.

I. Maintenance of Records. The Trustee shall maintain accurate accounts and records. It shall render annual statements of the receipts and disbursements of income and principal of a trust upon the written request of any adult vested beneficiary of such trust or the guardian of the person of any vested beneficiary and the approval of such beneficiary shall be binding upon all persons then or thereafter interested in such trust as to the matters and transactions shown on such statement. The Trustee may at any time apply for a judicial settlement of any account. No Trustee shall be required to file any statutory or other periodic accountings of the administration of a trust.

J. Interested Trustee. The Trustee may act under this Agreement even if interested in these Trusts in an individual capacity, as a fiduciary of another trust or estate (including my estate) or in any other capacity. The Trustee may in good faith enter into a sale, encumbrance, or other transaction

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involving the investment or management of trust property for the Trustee's own personal account or which is otherwise affected by a conflict between the Trustee's fiduciary and personal interests, without liability and without being voidable by a beneficiary. The Trustee is specifically authorized to make loans to, to receive loans from, or to sell, purchase or exchange assets in a transaction with (i) the Trustee's spouse, (ii) the Trustee's children or grandchildren, siblings, parents, or spouses of such persons, (iii) an officer, director, employee, agent, or attorney of the Trustee, or (iv) a corporation, partnership, limited liability company, or other business entity in which the Trustee has a financial interest, provided that in any transaction the trusts hereunder receive fair and adequate consideration in money or money's worth. The Trustee may renounce any interest or expectancy of a trust in, or an opportunity to participate in, specified business opportunities or specified classes or categories of business opportunities that are presented to the Trustee. Such renunciation shall not prohibit the Trustee from participating in the Trustee's individual capacity in such opportunity or expectancy.

K. **Third Parties**. No one dealing with the Trustee need inquire into its authority or its application of property.

L. **Merger of Trusts**. If the Trustee is also trustee of a trust established by myself or another person by will or trust agreement, the beneficiaries to whom income and principal may then be paid and then operative terms of which are substantially the same as those of a trust held under this Agreement, the Trustee in its discretion may merge either such trust into the other trust. The Trustee, in exercising its discretion, shall consider economy of administration, convenience to the beneficiaries, tax consequences and any other factor it considers important. If it is later necessary to reestablish the merged trust as separate trusts, it shall be divided proportionately to the value of each trust at the time of merger.

M. **Multiple Trustees**. If two Trustees are serving at any time, any power or discretion of the Trustees may be exercised only by their joint agreement. Either Trustee may delegate to the other Trustee the authority to act on behalf of both Trustees and to exercise any power held by the Trustees. If more than two Trustees are serving at any time, and unless unanimous agreement is specifically required by the terms of this Trust Agreement, any power or discretion of the Trustees may be exercised only by a majority. The Trustees may delegate to any one or more of themselves the authority to act on behalf of all the Trustees and to exercise any power held by the Trustees. Trustees who consent to the delegation of authority to other Trustees will be liable for the consequences of the actions of those other Trustees as if the consenting Trustees had joined the other Trustees in performing those actions. A dissenting Trustee who did not consent to the delegation of authority to another Trustee and who has not joined in the exercise of a power or discretion cannot be held liable for the consequences of the exercise. A dissenting Trustee who joins only at the direction of the majority will not be liable for the consequences of the exercise if the dissent is expressed in writing delivered to any of the other Trustees before the exercise of that power or discretion.

ARTICLE V. ADDITIONAL TAX AND RELATED MATTERS

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A. **GST Trusts**.

1. **Family Trust**. I direct (a) that the Trustee shall divide any trust other than the Marital Trust to which there is allocated any GST exemption into two separate Trusts (each subject to the provisions of this Trust Agreement relating to the trust that is being divided) so that the generation-skipping tax inclusion ratio of one such trust is zero.

2. **Marital Trust.** I direct that, if possible, (a) the Trustee shall divide the Marital Trust into two separate Marital Trusts (each subject to the provisions hereof concerning the Marital Trust) so that through allocation of my GST exemption remaining unallocated at my death and not otherwise allocated to transfers occurring at or by reason of my death (including allocations to the Family Trust), if any, the generation-skipping tax inclusion ratio of one such Marital Trust is zero (the GST Marital Trust), (b) my Personal Representative to exercise the election provided by Code Section 2652(a)(3) as to the GST Marital Trust, and (c) that upon the death of my spouse the total amount recoverable by my spouse's estate from the property of the Marital Trusts under Code Section 2207A shall first be recoverable in full from the non-GST Marital Trust to the extent thereof.

3. **Misc**. I direct that (a) upon the death of the survivor of me and my spouse, any property then directed to be paid or distributed which constitutes a direct skip shall be paid first from property then exempt from generation-skipping taxation (by reason of the allocation of any GST exemption) to the extent thereof, (b) property exempt from generation-skipping taxation (by reason of the allocation of any GST exemption) and not directed to be paid or distributed in a manner which constitutes a direct skip shall be divided and distributed as otherwise provided herein and held for the same persons designated in Trusts separate from any property then also so divided which is not exempt from generation-skipping taxation, and (c) if upon the death of a beneficiary a taxable termination would otherwise occur with respect to any property held in trust for him or her with an inclusion ratio greater than zero, such beneficiary shall have with respect only to such property a power to appoint such fractional share thereof which if included in such beneficiary's gross estate for federal estate tax purposes (without allowing any deduction with respect to such share) would not be taxed at the highest federal estate tax rate and such fractional share of such property shall be distributed to such persons including only such beneficiary's estate, spouse, and lineal descendants, in such estates, interests, and proportions as such beneficiary may, by a will specifically referring to this general power appoint, and any part of a trust such beneficiary does not effectively appoint shall be treated as otherwise provided for disposition upon his or her death, provided, if upon his or her death two or more Trusts for his or her benefit are directed to be divided among and held or distributed for the same persons and the generation-skipping tax inclusion ratio of any such trust is zero, the amount of any other such trust to which there is allocated any of such beneficiary's GST exemption shall be added to the Trusts with generation-skipping tax inclusion ratios of zero in equal shares. I request (but do not require) that if two or more Trusts are held hereunder for any person, no principal be paid to such person from the Trusts with the lower inclusion ratios for generation-skipping tax purposes unless the trust with the highest inclusion ratio has been exhausted by use, consumption, distribution, or otherwise or is not reasonably available. Notwithstanding any other provision of this Trust Agreement, for purposes of funding any pecuniary payment or trust division to which there is allocated any GST exemption, such payment or trust division

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allocation shall be satisfied with cash or property which fairly represents appreciation and depreciation (occurring between the valuation date and the date of distribution) in all of the assets from which such distribution or allocation could be made, and any pecuniary payment made before a residual transfer of property to which any GST exemption is allocated shall be satisfied with cash or property which fairly represents appreciation and depreciation (occurring between the valuation date and the date of distribution) in all of the assets from which such pecuniary payment could be satisfied and shall be allocated a pro rata share of income earned by all such assets between the valuation date and the date of payment. In regard to the division or severance of a trust hereunder, including the Marital Trust, such division or severance shall be made in a manner that all resulting trusts are recognized for purposes of Chapter 13 of the Code, including without limitation complying with the requirements of Treas.Regs. §26.2654-1(b). Except as otherwise expressly provided herein, the valuation date with respect to any property shall be the date as of which its value is determined for federal estate tax purposes with respect to the transferor thereof, and subject to the foregoing, property distributed in kind in satisfaction of any pecuniary payment shall be selected on the basis of the value of such property on the valuation date. All terms used in this Article which are defined or explained in Chapter 13 of the Code or the regulations thereunder shall have the same meaning when used herein. The Trustee is authorized and directed to comply with the provisions of the Treasury Regulations interpreting the generation skipping tax provisions of the Code in severing or combining any trust, creating or combining separate trust shares, allocating GST exemption, or otherwise, as necessary to best accomplish the foregoing allocations, inclusion ratios, combinations, and divisions, including, without limitation, the payment of "appropriate interest" as determined by the Trustee as that term is applied and used in said Regulations.

B. **Individual Retirement Accounts**. In the event that this trust or any trust created under this Agreement is the beneficiary of an Individual retirement account established and maintained under Code Section 408 or a qualified pension, profit sharing or stock bonus plan established and maintained under Code Section 401 (referred to in this paragraph as "IRA"), the following provisions shall apply to such trust:

1. I intend that the beneficiaries of such trust shall be beneficiaries within the meaning of Code Section 401(a)(9) and the Treasury Regulations thereunder. All provisions of such trust shall be construed consistent with such intent. Accordingly, the following provisions shall apply to such trust:

a. No benefits from any IRA may be used or applied for the payment of any debts, taxes or other claims against my estate as set forth in the later paragraph captioned "Taxes", unless other assets of this trust are not available for such payment.

b. In the event that a beneficiary of any trust created under this Agreement has a testamentary general power of appointment or a limited power of appointment over all or any portion of any trust established under this Agreement, and if such trust is the beneficiary of any benefits from any IRA, the beneficiary shall not appoint any part of such trust to a charitable organization or to a lineal descendant of mine (or a spouse of a lineal descendant of mine) who is older than the beneficiary whose life expectancy is being used to calculate distributions from such IRA.

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2. The Trustee shall deliver a copy of this Agreement to the custodian of any IRA of which this trust or any trust created under this Agreement is the named beneficiary within the time period prescribed Code Section 401(a)(9) and the Treasury Regulations thereunder, along with such additional items required thereunder. If the custodian of the IRA changes after a copy of this Agreement has been provided pursuant to the preceding sentence, the Trustee shall immediately provide a copy of this Agreement to the new custodian. The Trustee shall request each custodian to complete a receipt of the Agreement and shall attach such receipt to this Agreement. The Trustee shall provide a copy of each amendment of this Agreement to the custodian and shall obtain a receipt of such amendment.

C. **Gift Transfers Made From Trust During My Lifetime**. I direct that all gift transfers made from the trust during my lifetime be treated for all purposes as if the gift property had been first withdrawn by (or distributed to) me and then transferred by me to the donees involved. Thus, in each instance, even where title to the gift property is transferred directly from the name of the trust (or its nominee) into the name of the donee, such transfer shall be treated for all purposes as first a withdrawal by (or distribution of the property to) me followed by a gift transfer of the property to the donee by me as donor, the Trustee making the actual transfer in my behalf acting as my attorney in fact, this paragraph being, to that extent, a power of attorney from me to the Trustee to make such transfer, which power of attorney shall not be affected by my Disability, incompetence, or incapacity.

D. **Death Costs**. If upon my death the Trustee hold any United States bonds which may be redeemed at par in payment of federal estate tax, the Trustee shall pay the federal estate tax due because of my death up to the amount of the par value of such bonds and interest accrued thereon at the time of payment. The Trustee shall also pay from the trust all of my following death costs, but if there is an acting executor, administrator or Personal Representative of my estate my Trustee shall pay only such amounts of such costs as such executor, administrator or Personal Representative directs:

1. my debts which are allowed as claims against my estate,

2. my funeral expenses without regard to legal limitations,

3. the expenses of administering my estate,

4. the balance of the estate, inheritance and other death taxes (excluding generation-skipping transfer taxes unless arising from direct skips), and interest and penalties thereon, due because of my death with respect to all property whether or not passing under my Will or this Agreement (other than property over which I have a power of appointment granted to me by another person, and qualified terminable interest property which is not held in a trust that was subject to an election under Code Section 2652(a)(3) at or about the time of its funding) and life insurance proceeds on policies insuring my life which proceeds are not held under this trust or my probate estate at or by reason of my death), and

5. any gifts made in my Will or any Codicil thereto.

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The Trustee may make any such payment either to my executor, administrator or Personal Representative or directly to the proper party. The Trustee shall not be reimbursed for any such payment, and is not responsible for the correctness or application of the amounts so paid at the direction of my executor, administrator, or Personal Representative. The Trustee shall not pay any of such death costs with any asset which would not otherwise be included in my gross estate for federal or state estate or inheritance tax purposes, or with any asset which otherwise cannot be so used, such as property received under a limited power of appointment which prohibits such use. Further, no payment of any such death costs shall be charged against or paid from the tangible personal property disposed of pursuant to the prior paragraph captioned "Disposition of Tangible Personal Property" nor from the Marital Trust.

E. **Marital Trust**. I intend the maximum obtainable reduction of federal estate tax due by reason of my death by use of the federal estate tax marital deduction, and qualification of all property of the Marital Trust for the marital deduction. This Agreement shall be construed and all powers shall be exercised consistent with such intent. For example, the Trustee shall not allocate any receipt to principal or any disbursement to income if such allocation understates the net income of the Marital Trust under Florida law; and upon the written demand of my spouse, the Trustee shall convert unproductive or underproductive property of said trust into productive property within a reasonable time notwithstanding any other provision hereunder. The foregoing not withstanding, if my spouse survives me but dies within six months after my death, the Marital Trust provided in Subparagraph II.B will be reduced to that amount, if any, required to obtain for my estate an estate tax marital deduction resulting in the lowest combined estate taxes in my estate and my spouse's estate, on the assumption that my spouse died after me on the date of my death, that my spouse's estate is valued on the same date and in the same manner as my estate is valued for federal estate tax purposes, and that elections in my spouse's estate were made that would be consistent with minimizing taxes. The purpose of this provision is to equalize, insofar as possible, our estates for federal estate tax purposes, based on the above assumptions.

F. **Subchapter S Stock**. Regardless of anything herein to the contrary, in the event that after my death the principal of a trust includes stock in a corporation for which there is a valid election to be treated under the provisions of Subchapter S of the Code, the income beneficiary of such a trust is a U.S. citizen or U.S. resident for federal income tax purposes, and such trust is not an "electing small business trust" under Code Section 1361(e)(1) in regard to that corporation, the Trustee shall (a) hold such stock as a substantially separate and independent share of such trust within the meaning of Code Section 663(c), which share shall otherwise be subject to all of the terms of this Agreement, (b) distribute all of the income of such share to the one income beneficiary thereof in annual or more frequent installments, (c) upon such beneficiary's death, pay all accrued or undistributed income of such share to the beneficiary's estate, (d) distribute principal from such share during the lifetime of the income beneficiary only to such beneficiary, notwithstanding any powers of appointment granted to any person including the income beneficiary, and (e) otherwise administer such share in a manner that qualifies it as a "qualified Subchapter S trust" as that term is defined in Code Section 1361(d)(3), and shall otherwise manage and administer such share as provided under this Agreement to the extent not inconsistent with the foregoing provisions of this paragraph.

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G. **Residence as Homestead**. Regardless of anything herein to the contrary, while any residential real property located in Florida is owned by a trust, I, or my spouse if I am not then living and such trust is the Marital Trust, shall have the right to use, possess and occupy such residence as a personal residence so that such right shall constitute a possessory right in such real property within the meaning of Florida Statute Section 196.041.

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IN WITNESS WHEREOF, the parties hereto have executed this Trust Agreement on the date first above written.

SETTLOR and TRUSTEE:

_____
SIMON L. BERNSTEIN

This instrument was signed by SIMON L. BERNSTEIN in our presence, and at the request of and in the presence of SIMON L. BERNSTEIN and each other, we subscribe our names as witnesses on this ____ day of _____, 2008:

_____
Print Name:_____
Address:_____
_____
_____

_____
Print Name:_____
Address:_____
_____
_____

Draft

STATE OF FLORIDA
SS.
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ___ day of _____, 2008, by SIMON L. BERNSTEIN.

_____
Signature - Notary Public-State of Florida

[Seal with Commission Expiration Date]

_____
Print, type or stamp name of Notary Public

Personally Known _____ or Produced Identification _____
Type of Identification Produced _____

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ATTACHMENT

The following property has been delivered in trust under this Agreement:

One Dollar ($1.00) Cash

During my life, the Trustee has no duty to maintain, invest, review, insure, account for, or any other responsibility with respect to trust property other than income producing property, or any duty to pay premiums on life insurance payable to the trust, and shall receive no fee for its services as Trustee based on any trust property other than income producing property.

SIMON L. BERNSTEIN, Settlor and Trustee

Draft

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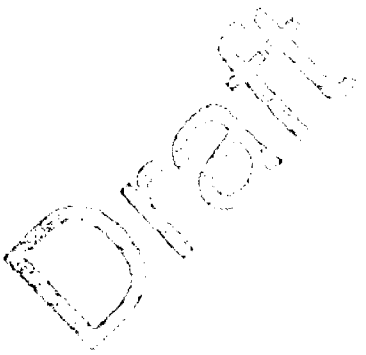
SHIRLEY BERNSTEIN

TRUST AGREEMENT



Prepared by:

Tescher & Spallina, P.A.
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(561) 998-7847
www.tescherlaw.com

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SHIRLEY BERNSTEIN

TRUST AGREEMENT

This Trust Agreement is dated this _____ day of _____, 2008, and is between SHIRLEY BERNSTEIN, of Palm Beach County, Florida referred to in the first person, as settlor, and SHIRLEY BERNSTEIN, of Palm Beach County, and SHIRLEY BERNSTEIN's successors, as trustee (referred to as the "***Trustee***," which term more particularly refers to all individuals and entities serving as trustee of a trust created hereunder during the time of such service, whether alone or as co-trustees, and whether originally serving or as a successor trustee). Said Trustee acknowledges receipt of the property described in the Attachment to this Agreement, and agrees to hold said property and all additions, in trust, as provided in this Agreement.

ARTICLE I. DURING MY LIFE AND UPON MY DEATH

A. **Rights Reserved**. I reserve the right (a) to add property to this trust during my life or on my death, by my Will or otherwise; (b) to withdraw property held hereunder; and (c) by separate written instrument delivered to the Trustee, to revoke this Agreement in whole or in part and otherwise modify or amend this Agreement. However, after my spouse's death I may not exercise any of said rights with respect to property added by my spouse upon my spouse's death by my spouse's Will or otherwise.

B. **Payments During My Life**. If income producing property is held in the trust during my life, the Trustee shall pay the net income of the trust to me or as I may direct. However, during any periods while I am Disabled, the Trustee shall pay to me or on my behalf such amounts of the net income and principal of the trust as is proper for my Welfare, and also may in its discretion pay to my spouse such amounts of said net income and principal as is proper for his Welfare. Any income not so paid shall be added to principal.

C. **Gifts**. If I am Disabled, I authorize the Trustee to make gifts from trust property during my lifetime for estate planning purposes, or to distribute amounts to my legally appointed guardian or to my attorney-in-fact for those purposes, subject to the following limitations:

1. Recipients. The gifts may be made only to my spouse and my lineal descendants or to trusts primarily for their benefit, and in aggregate annual amounts to any one such recipient that do not exceed the exclusion amount provided for under Code Section 2503(b).

2. Trustee Limited. When a person eligible to receive gifts is serving as Trustee, the aggregate of all gifts to that person during the calendar year allowable under the preceding subparagraph 1. shall thereafter not exceed the greater of Five Thousand Dollars ($5,000), or five percent

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(5%) of the aggregate value of the trust estate. However, gifts completed prior to a recipient's commencing to serve as Trustee shall not be affected by this limitation.

3. Charitable Pledges. The Trustee may pay any charitable pledges I made while I was not Disabled (even if not yet due).

D. Upon My Death. Upon my death the Trustee shall collect and add to the trust all amounts due to the trust under any insurance policy on my life or under any death benefit plan and all property added to the trust by my Will or otherwise. After paying or providing for the payment from the augmented trust of all current charges and any amounts payable under the later paragraph captioned "Death Costs," the Trustee shall hold the trust according to the following provisions.

ARTICLE II. AFTER MY DEATH

A. Disposition of Tangible Personal Property. If any non-business tangible personal property other than cash (including, but not limited to, my personal effects, jewelry, collections, household furnishings, and equipment, and automobiles) is held in the trust at the time of my death, such items shall be promptly distributed by the Trustee of the trust to such person or persons, including my estate, as to the item or items or proportion specified, as I may appoint, and to the extent that any such items are not disposed of by such appointment, such items shall be disposed of by the Trustee of the trust in exactly the same manner as such items would have been disposed of under the terms and provisions of my Will (including any Codicil thereto, or what the Trustee in good faith believes to be such Will and Codicil) had such items been included in my probate estate. Any such items which are not effectively disposed of pursuant to the preceding sentence shall pass with the other trust assets.

B. Specific Cash Devise. The Trustee shall set aside in a separate trust the sum of Two Hundred Thousand ($200,000.00) Dollars for MATTHEW LOGAN, and said separate trust shall be administered as provided in Subparagraph II.F below. If MATTHEW LOGAN does not survive me this devise shall lapse.

C. Marital Deduction Gift. If my spouse survives me:

1. Family Trust. The Trustee shall hold as a separate "***Family Trust***" (i) all property of the trust estate as to which a federal estate tax marital deduction would not be allowed if it were distributed outright to my spouse, and (ii) after giving effect to (i), the largest pecuniary amount which will not result in or increase any federal or state death tax otherwise payable by reason of my death. In determining the pecuniary amount the Trustee shall assume that none of this Family Trust qualifies for a federal estate tax deduction, and shall assume that all of the Marital Trust hereinafter established (including any part thereof disclaimed by my spouse) qualifies for the federal estate tax marital deduction. I recognize that the pecuniary amount may be reduced by certain state death taxes and administration expenses which are not deducted for federal estate tax purposes.

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2. Marital Trust. The balance of the trust remaining after the establishment of the Family Trust shall be held as a separate "***Marital Trust.***"

3. Disclaimer. Any part of the Marital Trust my spouse disclaims shall be added to the Family Trust. My spouse shall not be deemed to have predeceased me for purposes of such addition. I suggest that my spouse or my spouse's fiduciaries consider an appropriate partial disclaimer to minimize the death taxes due upon both of our deaths.

If my spouse does not survive me, the entire trust shall be held as the Family Trust without regard to the provisions of Subparagraph II.B.1 describing or limiting which assets shall be held thereunder.

D. During Spouse's Life. Commencing with the date of my death the Trustee shall,

1. Marital Trust. Pay to my spouse from the Marital Trust, the net income, and such amounts of principal as is proper for my spouse's Welfare; and

2. Family Trust. Pay to my spouse from the Family Trust, the net income, and such amounts of principal as is proper for my spouse's Welfare. I request (but do not require) that no principal be paid to my spouse from the Family Trust for my spouse's Welfare unless the Marital Trust has been exhausted by use, consumption, distribution, or otherwise or is not reasonably available.

E. Disposition of Trusts Upon Death of Survivor of My Spouse and Me. Upon the death of the survivor of my spouse and me,

1. Limited Power. My spouse (if my spouse survives me) may appoint the Marital Trust and Family Trust (except any part added by disclaimer from the Marital Trust and proceeds of insurance policies on my spouse's life) to or for the benefit of one or more of my lineal descendants and their spouses;

2. Disposition of Balance. Any parts of the Marital Trust and the Family Trust my spouse does not or cannot effectively appoint (including any additions upon my spouse's death), or all of the Family Trust if my spouse did not survive me, shall be divided among and held in separate Trusts for my lineal descendants then living, *per stirpes*. Any assets allocated under this Subparagraph II.D. to my children (as that term is defined under this Trust), shall be distributed to the then serving Trustees of each of their respective Family Trusts, established by my spouse as grantor on even date herewith (the "***Family Trusts***" which term includes any successor trust thereto), to be held and administered as provided under said Trusts. The provisions of the Family Trusts are incorporated herein by reference, and if any of the Family Trusts are not then in existence and it is necessary to accomplish the foregoing dispositions, the current Trustee of this Trust is directed to take such action to establish or reconstitute such applicable trust(s), or if the Trustee is unable to do so, said assets shall be held in separate trusts for such lineal descendants and administered as provided in Subparagraph II.E. below. Each of my lineal descendants for whom a separate Trust is held hereunder shall hereinafter be referred to as a "***beneficiary***," with their separate trusts to be administered as provided in Subparagraph II.E. below.

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F. **Trusts for Beneficiaries**. The Trustee shall pay to a beneficiary the net income of such beneficiary's trust. The Trustee shall pay to the beneficiary and the beneficiary's children, such amounts of the principal of such beneficiary's trust as is proper for the Welfare of such individuals. After a beneficiary has reached any one or more of the following birthdays, the beneficiary may withdraw the principal of his or her separate trust at any time or times, not to exceed in the aggregate 1/3 in value after the beneficiary's 25th birthday, 1/2 in value (after deducting any amount previously subject to withdrawal but not actually withdrawn) after the beneficiary's 30th birthday, and the balance after the beneficiary's 35th birthday, provided that the withdrawal powers described in this sentence shall not apply to any child of mine as beneficiary of a separate trust. The value of each trust shall be its value as of the first exercise of each withdrawal right, plus the value of any subsequent addition as of the date of addition. The right of withdrawal shall be a privilege which may be exercised only voluntarily and shall not include an involuntary exercise. If a beneficiary dies with assets remaining in his or her separate trust, upon the beneficiary's death the beneficiary may appoint his or her trust to or for the benefit of one or more of my lineal descendants and their spouses (excluding from said class, however, such beneficiary and such beneficiary's creditors, estate, and creditors of such beneficiary's estate). Any part of his or her trust such beneficiary does not effectively appoint shall upon his or her death be divided among and held in separate Trusts for the following persons:

1. for his or her lineal descendants then living, *per stirpes*; or

2. if he or she leaves no lineal descendant then living, *per stirpes* for the lineal descendants then living of his or her nearest ancestor (among me and my lineal descendants) with a lineal descendant then living who is also a lineal descendant of my spouse.

A trust for a lineal descendant of mine shall be held under this paragraph, or if a trust is then so held, shall be added to such trust.

G. **Termination of Small Trust**. If at any time after the death of the survivor of my spouse and me in the opinion of the Trustee a separate trust holds assets of a value of less than $50,000.00 and is too small to justify the expense of its retention, and termination of such trust is in the best interests of its current income beneficiary, the Trustee in its discretion may terminate such trust and pay it to said beneficiary.

H. **Contingent Gift**. If at any time property of a trust held under this Agreement is not disposed of under the other provisions of this Agreement, it shall be paid, as a gift made hereunder, to such persons and in such shares as such property would be distributed if my spouse and I had each then owned one-half of such property and had each then died solvent, unmarried and intestate domiciled in the State of Florida, according to the laws of inheritance of the State of Florida then in effect.

I. **Protective Provision**. No beneficiary of any trust herein created shall have any right or power to anticipate, transfer, pledge, sell, alienate, assign or encumber in any way his or her interest in the income or principal of such trust. Furthermore, no creditor shall have the right to attach, lien, seize or levy upon the interest of a beneficiary in this trust (other than myself) and such interest shall not be

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liable for or subject to the debts, liabilities or obligations of any such beneficiary or any claims against such beneficiary (whether voluntarily or involuntarily created), and the Trustee shall pay directly to or for the use or benefit of such beneficiary all income and principal to which such beneficiary is entitled, notwithstanding that such beneficiary has executed a pledge, assignment, encumbrance or in any other manner alienated or transferred his or her beneficial interest in the trust to another. This paragraph shall not preclude the effective exercise of any power of appointment granted herein or the exercise of any disclaimer.

J. **Maximum Duration**. Regardless of anything in this Agreement to the contrary, no trust interest herein created shall continue beyond three hundred sixty (360) years as provided in F.S. § 689.225(2)(a)(2), nor shall any power of appointment be exercised in such manner so as to delay vesting of any trust beyond such period. Immediately prior to the expiration of such period, all such trusts then in existence shall terminate, and the assets thereof shall be distributed outright and in fee to then beneficiaries of the current income and in the proportions in which such persons are the beneficiaries, and if such proportions cannot be ascertained, then equally among such beneficiaries.

K. **Florida Homestead Possessory Rights**. Notwithstanding anything herein to the contrary, if any portion of any Florida improved residential real estate (excluding commercial multi-unit rental property) is an asset of the Marital Trust, my spouse shall have the exclusive and continuous present right to full use, occupancy and possession of such real estate for life. It is my intention that my spouse's interest in such property shall constitute a "beneficial interest for life" and "equitable title to real estate" as contemplated by Section 196.041(2) of Florida Statutes, as amended from time to time or any corresponding provision of law.

ARTICLE III. GENERAL

A. **Disability**. Subject to the following Subparagraph captioned "Subchapter S Stock," while any beneficiary (other than my spouse as beneficiary of the Marital Trust) is Disabled, the Trustee shall pay to him or her only such portion of the income to which he or she is otherwise entitled as is proper for his or her Welfare, and any income not so paid shall be added to the principal from which derived. While any beneficiary is Disabled, income or principal payable to him or her may, in the discretion of the Trustee, be paid directly to him or her, without the intervention of a guardian, directly to his or her creditors or others for his or her sole benefit or to an adult person or an eligible institution (including the Trustee) selected by the Trustee as custodian for a minor beneficiary under the Uniform Transfers to Minors Act or similar law. The receipt of such payee is a complete release to the Trustee.

B. **Timing of Income Distributions**. The Trustee shall make required payments of income at least quarterly.

C. **Substance Abuse**.

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1. In General. If the Trustee reasonably believes that a beneficiary (other than myself) of any trust:

a. routinely or frequently uses or consumes any illegal substance so as to be physically or psychologically dependent upon that substance, or

b. is clinically dependent upon the use or consumption of alcohol or any other legal drug or chemical substance that is not prescribed by a board certified medical doctor or psychiatrist in a current program of treatment supervised by such doctor or psychiatrist,

and if the Trustee reasonably believes that as a result the beneficiary is unable to care for himself or herself, or is unable to manage his or her financial affairs, all mandatory distributions (including distributions upon termination of the trust) to the beneficiary, all of the beneficiary's withdrawal rights, and all of the beneficiary's rights to participate in decisions concerning the removal and appointment of Trustees will be suspended (excluding, however, mandatory income rights under the Marital Trust). In that event, the following provisions of this Subparagraph III.C will apply.

2. Testing. The Trustee may request the beneficiary to submit to one or more examinations (including laboratory tests of bodily fluids) determined to be appropriate by a board certified medical doctor and to consent to full disclosure to the Trustee of the results of all such examinations. The Trustee shall maintain strict confidentiality of those results and shall not disclose those results to any person other than the beneficiary without the prior written permission of the beneficiary. The Trustee may totally or partially suspend all distributions otherwise required or permitted to be made to that beneficiary until the beneficiary consents to the examination and disclosure to the Trustee.

3. Treatment. If, in the opinion of the examining doctor, the examination indicates current or recent use of a drug or substance as described above, the examining doctor will determine an appropriate method of treatment for the beneficiary (for example, counseling or treatment on an in-patient basis in a rehabilitation facility) that is acceptable to the Trustee. If the beneficiary consents to the treatment, the Trustee shall pay the costs of treatment directly to the provider of those services from the distributions suspended under this Subparagraph III.C.

4. Resumption of Distributions. The Trustee may resume other distributions to the beneficiary (and the beneficiary's other suspended rights will be restored) when, in the case of use or consumption of an illegal substance, examinations indicate no such use for 12 months and, in all cases, when the Trustee in its discretion determines that the beneficiary is able to care for himself or herself and is able to manage his or her financial affairs.

5. Disposition of Suspended Amounts. When other distributions to the beneficiary are resumed, the remaining balance, if any, of distributions that were suspended may be distributed to the beneficiary at that time. If the beneficiary dies before distribution of those suspended amounts, the Trustee shall distribute the balance of the suspended amounts to the persons who would be the alternate

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takers of that beneficiary's share (or takers through the exercise of a power of appointment) as otherwise provided in this Trust Agreement.

6. Exoneration. No Trustee (or any doctor retained by the Trustee) will be responsible or liable to anyone for a beneficiary's actions or welfare. The Trustee has no duty to inquire whether a beneficiary uses drugs or other substances as described in this Subparagraph III.C. The Trustee (and any doctor retained by the Trustee) is to be indemnified from the trust estate and held harmless from any liability of any nature in exercising its judgment and authority under this Subparagraph III.C, including any failure to request a beneficiary to submit to medical examination, and including a decision to distribute suspended amounts to a beneficiary.

7. Tax Savings Provision. Despite the provisions of this Subparagraph III.C, the Trustee cannot suspend any mandatory distributions or withdrawal rights that are required for that trust to become or remain a Qualified Subchapter S Trust (unless the Trustee elects for the trust to be an Electing Small Business Trust), or to qualify for any federal transfer tax exemption, deduction, or exclusion allowable with respect to that trust.

D. Income on Death of Beneficiary. Subject to the later paragraph captioned "Subchapter S Stock," and except as otherwise explicitly provided herein, upon the death of any beneficiary, all accrued or undistributed income of such deceased beneficiary's trust shall pass with the principal of his or her trust but shall remain income for trust accounting purposes.

E. Definitions. In this Agreement,

1. Children, Lineal Descendants. The terms "***child,***" "***children***" and "***lineal descendant***" mean only persons whose relationship to the ancestor designated is created entirely by or through (a) legitimate births occurring during the marriage of the joint biological parents to each other, (b) children and their lineal descendants arising from surrogate births and/or third party donors when (i) the child is raised from or near the time of birth by a married couple (other than a same sex married couple) through the pendency of such marriage, (ii) one of such couple is the designated ancestor, and (iii) to the best knowledge of the Trustee both members of such couple participated in the decision to have such child, and (c) lawful adoptions of minors under the age of twelve years. No such child or lineal descendant loses his or her status as such through adoption by another person. Notwithstanding the foregoing, as I have adequately provided for them during my lifetime, my children, TED S. BERNSTEIN ("***TED***") and PAMELA B. SIMON ("***PAM***"), and their respective lineal descendants, shall be deemed to have predeceased me, leaving no lineal descendants surviving. If my children, ELIOT BERNSTEIN, JILL IANTONI and LISA S. FRIEDSTEIN, and their lineal descendants all predecease the survivor of my spouse and me, then TED and PAM, and their respective lineal descendants shall not be deemed to have predeceased me and shall be eligible beneficiaries hereunder.

2. Code. "***Code***" means the Internal Revenue Code of 1986, as amended, and in referring to any particular provision of the Code, includes a reference to any equivalent or successor provision of a successor federal tax law.

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3. Disabled. "***Disabled***" or being under "***Disability***" means, as to any applicable individual: (1) being under the age of 21 years, (2) having been adjudicated by a court of competent jurisdiction as mentally or physically incompetent or unable to manage his or her own property or personal affairs (or a substantially similar finding under applicable state or national law), or (3) being unable to properly manage his or her personal or financial affairs, or a trust estate hereunder as to a Trustee hereunder, because of a mental or physical impairment (whether temporary or permanent in nature). A written certificate executed by an individual's attending physician or attending psychiatrist confirming that person's impairment will be sufficient evidence of Disability under item (3) above, and all persons may rely conclusively on such a certificate.

4. Education. The term "***education***" herein means vocational, primary, secondary, preparatory, theological, college and professional education, including post-graduate courses of study, at educational institutions or elsewhere, and expenses relating directly thereto, including tuition, books and supplies, room and board, and travel from and to home during school vacations. It is intended that the Trustee liberally construe and interpret references to "education," so that the beneficiaries entitled to distributions hereunder for education obtain the best possible education commensurate with their abilities and desires.

5. My Spouse. "***My spouse***" is SIMON L. BERNSTEIN ("***SIMON***").

6. Needs and Welfare Distributions. Payments to be made for a person's ***"Needs"*** means payments for such person's support, health (including lifetime residential or nursing home care), maintenance and education. Payments to be made for a person's ***"Welfare"*** means payments for such person's Needs, and as the Trustee determines in its sole discretion also for such person's advancement in life (including assistance in the purchase of a home or establishment or development of any business or professional enterprise which the Trustee believes to be reasonably sound), happiness and general well-being. However, the Trustee, based upon information reasonably available to it, shall make such payments for a person's Needs or Welfare only to the extent such person's income, and funds available from others obligated to supply funds for such purposes (including, without limitation, pursuant to child support orders and agreements), are insufficient in its opinion for such purposes, and shall take into account such person's accustomed manner of living, age, health, marital status and any other factor it considers important. Income or principal to be paid for a person's Needs or Welfare may be paid to such individual or applied by the Trustee directly for the benefit of such person. The Trustee may make a distribution or application authorized for a person's Needs or Welfare even if such distribution or application substantially depletes or exhausts such person's trust, without any duty upon the Trustee to retain it for future use or for other persons who might otherwise benefit from such trust.

7. Per Stirpes. In a division "***per stirpes***" each generation shall be represented and counted whether or not it has a living member.

8. Related or Subordinate Party. A "***Related or Subordinate Party***" to a trust describes a beneficiary of the subject trust or a related or subordinate party to a beneficiary of the trust as the terms "related or subordinate party" are defined under Code Section 672(c).

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9. Spouse. A person's "***spouse***" includes only a spouse then married to and living as husband and wife with him or her, or a spouse who was married to and living as husband and wife with him or her at his or her death. The following rules apply to each person who is a beneficiary or a permissible appointee under this Trust Agreement and who is married to a descendant of mine. Such a person will cease to be a beneficiary and will be excluded from the class of permissible appointees upon:

a. the legal termination of the marriage to my descendant (whether before or after my death), or

b. the death of my descendant if a dissolution of marriage proceeding was pending when he or she died.

10. Gender, Number. Where appropriate, words of any gender include all genders and the singular and plural are interchangeable.

F. Powers of Appointment. Property subject to a power of appointment shall be paid to, or retained by the Trustee or paid to any trustee under any will or trust agreement for the benefit of, such one or more permissible appointees, in such amounts and proportions, granting such interests, powers and powers of appointment, and upon such conditions including spendthrift provisions as the holder of such power (i) in the case of a power exercisable upon the death of such holder, appoints in his or her will or in a trust agreement revocable by him or her until his or her death, or (ii) in the case of a power exercisable during the life of such holder, appoints in a written instrument signed by such holder, two witnesses and a notary public, but in either case only if such will, trust agreement, or instrument specifically refers to such power.

G. Limitations on Powers of Trustee. Regardless of anything herein to the contrary, no Trustee shall make or participate in making any distribution of income or principal of a trust to or for the benefit of a beneficiary which would directly or indirectly discharge any legal obligation of such Trustee or a donor of such trust (as an individual, and other than myself as donor) to support such beneficiary; and no Trustee (other than myself and other than my spouse as Trustee of the Marital Trust) shall make or participate in making any discretionary distribution of income or principal to or for the benefit of himself or herself other than for his or her Needs, including by reason of a determination to terminate a trust described herein. For example, if a Trustee (other than myself and other than my spouse as Trustee of the Marital Trust) has the power to distribute income or principal to himself or herself for his or her own Welfare, such Trustee (the "restricted Trustee") shall only have the power to make or participate in making a distribution of income or principal to the restricted Trustee for the restricted Trustee's Needs, although any co-Trustee who is not also a restricted Trustee may make or participate in making a distribution of income or principal to the restricted Trustee for such restricted Trustee's Welfare without the participation or consent of said restricted Trustee.

H. Presumption of Survivorship. If my spouse and I die under circumstances which make it difficult or impracticable to determine which one of us survived the other, I direct that my spouse shall be deemed to have survived me for purposes of this Agreement (except in regard to any property passing

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hereunder that became part of this trust solely by reason of passage to my probate estate or this trust from the probate estate of or a revocable trust established by my spouse in which case the opposite presumption shall apply), notwithstanding any provisions of law which provide for a contrary presumption. If any person other than my spouse shall be required to survive another person in order to take any interest under this Agreement, the former person shall be deemed to have predeceased the latter person, if such persons die under circumstances which make it difficult or impracticable to determine which one died first.

I. **Governing Law**. This Agreement is governed by the law of the State of Florida.

J. **Other Beneficiary Designations**. Except as otherwise explicitly and with particularity provided herein, (a) no provision of this trust shall revoke or modify any beneficiary designation of mine made by me and not revoked by me prior to my death under any individual retirement account, other retirement plan or account, or annuity or insurance contract, (b) I hereby reaffirm any such beneficiary designation such that any assets held in such account, plan, or contract shall pass in accordance with such designation, and (c) regardless of anything herein to the contrary, any of such assets which would otherwise pass pursuant to this trust due to the beneficiary designation not having met the requirements for a valid testamentary disposition under applicable law or otherwise shall be paid as a gift made hereunder to the persons and in the manner provided in such designation which is incorporated herein by this reference.

K. **Mandatory Notice Required by Florida Law.** The trustee of a trust may have duties and responsibilities in addition to those described in the instrument creating the trust. If you have questions, you should obtain legal advice.

L. **Release of Medical Information.**

1. Disability of Beneficiary. Upon the written request of a Trustee (with or without the concurrence of co-Trustees) issued to any current income or principal beneficiary (including discretionary beneficiaries) for whom a determination of Disability is relevant to the administration of a trust hereunder and for whom a Trustee (with or without the concurrence of co-Trustees) desires to make such a determination, such beneficiary shall issue to all Trustees (who shall be identified thereon both by name to the extent known and by class description) a valid authorization under the Health Insurance Portability and Accountability Act of 1996 and any other applicable or successor law authorizing all health care providers and all medical sources of such requested beneficiary to release protected health information of the requested beneficiary to all Trustees that is relevant to the determination of the Disability of the requested beneficiary as Disability is defined hereunder. The period of each such valid authorization shall be for six months (or the earlier death of the requested beneficiary). If such beneficiary (or his or her legal representative if such beneficiary is a minor or legally disabled) refuses within thirty days of receipt of the request to provide a valid authorization, or at any time revokes an authorization within its term, the Trustee shall treat such beneficiary as Disabled hereunder until such valid authorization is delivered.

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2. Disability of Trustee. Upon the request to a Trustee that is an individual by (a) a co-Trustee, or if none, (b) the person or entity next designated to serve as a successor Trustee not under legal incapacity, or if none, (c) any adult current income or principal beneficiary not under legal incapacity, or in any event and at any time (d) a court of competent jurisdiction, such Trustee shall issue to such person and all persons, courts of competent jurisdiction, and entities (who shall be identified thereon both by name to the extent known and by class description), with authority hereunder to determine such requested Trustee's Disability, a valid authorization under the Health Insurance Portability and Accountability Act of 1996 and any other applicable or successor law authorizing all health care providers and all medical sources of such requested Trustee to release protected health information of the requested Trustee to such persons, courts and entities, that is relevant to the determination of the Disability of the requested Trustee as Disability is defined hereunder. The period of each such valid authorization shall be for six months (or the earlier death or resignation of the requested Trustee). If such requested Trustee refuses within thirty days of receipt of the request to deliver a valid authorization, or at any time revokes an authorization within its term, such requested Trustee shall thereupon be treated as having resigned as Trustee hereunder.

3. Authorization to Issue Certificate. All required authorizations under this paragraph shall include the power of a physician or psychiatrist to issue a written certificate to the appropriate persons or entities as provided in Subparagraph III.E.3 hereof.

ARTICLE IV. FIDUCIARIES

A. Powers of the Trustee. During my life except while I am Disabled, the Trustee shall exercise all powers provided by law and the following powers, other than the power to retain assets, only with my written approval. While I am Disabled and after my death, the Trustee shall exercise said powers without approval, provided that the Trustee shall exercise all powers in a fiduciary capacity.

1. Investments. To sell or exchange at public or private sale and on credit or otherwise, with or without security, and to lease for any term or perpetually, any property, real and personal, at any time forming a part of the trust estate (the "***estate***"); to grant and exercise options to buy or sell; to invest or reinvest in real or personal property of every kind, description and location; and to receive and retain any such property whether originally a part of any trust herein created or subsequently acquired, even if the Trustee is personally interested in such property, and without liability for any decline in the value thereof; all without limitation by any statutes or judicial decisions whenever enacted or announced, regulating investments or requiring diversification of investments, it being my intention to give the broadest investment powers and discretion to the Trustee. Any bank, trust company, or other corporate trustee serving hereunder as Trustee is authorized to invest in its own common trust funds.

2. Special Investments. The Trustee is expressly authorized (but not directed) to retain, make, hold, and dispose of investments not regarded as traditional for trusts, including interests or investments in privately held business and investment entities and enterprises, including without limitation stock in closely held corporations, limited partnership interests, joint venture interests, mutual

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funds, business trust interests, and limited liability company membership interests, notwithstanding (a) any applicable prudent investor rule or variation thereof, (b) common law or statutory diversification requirements (it being my intent that no such duty to diversify shall exist) (c) a lack of current cash flow therefrom, (d) the presence of any risk or speculative elements as compared to other available investments (it being my intent that the Trustee have sole and absolute discretion in determining what constitutes acceptable risk and what constitutes proper investment strategy), (e) lack of a reasonable rate of return, (f) risks to the preservation of principal, (g) violation of a Trustee's duty of impartiality as to different beneficiaries (it being my intent that no such duty exists for this purpose), and (h) similar limitations on investment under this Agreement or under law pertaining to investments that may or should be made by a Trustee (including without limitation the provisions of Fla.Stats. §518.11 and successor provisions thereto that would characterize such investmentsas forbidden, imprudent, improper or unlawful). The Trustee shall not be responsible to any trust created hereunder or the beneficiaries thereof for any loss resulting from any such authorized investment, including without limitation loss engendered by the higher risk element of that particular entity, investment, or enterprise, the failure to invest in more conservative investments, the failure to diversify trust assets, the prudent investor rule or variant thereof. Notwithstanding any provisions for distributions to beneficiaries hereunder, if the Trustee determines that the future potential investment return from any illiquid or closely held investment asset warrants the retention of that investment asset or that sufficient value could not be obtained from the sale or other disposition of an illiquid or closely held investment asset, the Trustee is authorized to retain that asset and if necessary reduce the distributions to beneficiaries due to lack of sufficient liquid or marketable assets. However, the preceding provisions of this Subparagraph shall not be exercised in a manner as to jeopardize the availability of the estate tax marital deduction for assets passing to or held in the a trust for my surviving spouse or that would otherwise qualify for the estate tax marital deduction but for such provisions, shall not override any express powers hereunder of my surviving spouse to demand conversion of unproductive property to productive property, or reduce any income distributions otherwise required hereunder for a trust held for the benefit of my surviving spouse or a "qualified subchapter S trust" as that term is defined in Code Section 1361(d)(3).

3. Distributions. To make any division or distribution pro rata or non-pro rata, in cash or in kind, and to allocate undivided interests in property and dissimilar property (without regard to its tax basis) to different shares.

4. Management. To manage, develop, improve, partition or change the character of an asset or interest in property at any time; and to make ordinary and extraordinary repairs, replacements, alterations and improvements, structural or otherwise.

5. Borrowing. To borrow money from anyone on commercially reasonable terms, including entities owned in whole or in part by the trust, a Trustee, beneficiaries and other persons who may have a direct or indirect interest in a Trust; and to mortgage, margin, encumber and pledge real and personal property of a trust as security for the payment thereof, without incurring any personal liability thereon and to do so for a term within or extending beyond the terms of the trust and to renew, modify or extend existing borrowing on similar or different terms and with the same or different security without

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incurring any personal liability; and such borrowing from a Trustee may be with or without interest, and may be secured with a lien on trust assets.

6. Lending. To extend, modify or waive the terms of any obligation, bond or mortgage at any time forming a part of a trust and to foreclose any such mortgage; accept a conveyance of encumbered property, and take title to the property securing it by deed in lieu of foreclosure or otherwise and to satisfy or not satisfy the indebtedness securing said property; to protect or redeem any such property from forfeiture for nonpayment of taxes or other lien; generally, to exercise as to such bond, obligation or mortgage all powers that an absolute owner might exercise; and to loan funds to beneficiaries at commercially reasonable rates, terms and conditions.

7. Abandonment of Property. To abandon any property or asset when it is valueless or so encumbered or in such condition that it is of no benefit to a trust. To abstain from the payment of taxes, liens, rents, assessments, or repairs on such property and/or permit such property to be lost by tax sale, foreclosure or other proceeding or by conveyance for nominal or no consideration to anyone including a charity or by escheat to a state; all without personal liability incurred therefor.

8. Real Property Matters. To subdivide, develop or partition real estate; to purchase or sell real property and to enter into contracts to do the same; to dedicate the same to public use; to make or obtain the location of any plats; to adjust boundaries; to adjust differences in valuations on exchange or partition by giving or receiving consideration; and, to grant easements with or without consideration as the fiduciaries may determine; and to demolish any building, structures, walls and improvements, or to erect new buildings, structures, walls and improvements and to insure against fire and other risks; and to protect and conserve, or to lease, or to encumber, or otherwise to manage and dispose of real property to the extent such power is not otherwise granted herein or otherwise restricted herein.

9. Claims. To enforce, compromise, adjust, arbitrate, release or otherwise settle or pay any claims or demands by or against a trust.

10. Business Entities. To deal with any business entity or enterprise even if a Trustee is or may be a fiduciary of or own interests in said business entity or enterprise, whether operated in the form of a corporation, partnership, business trust, limited liability company, joint venture, sole proprietorship, or other form (all of which business entities and enterprises are referred to herein as "***Business Entities***"). I vest the Trustee with the following powers and authority in regard to Business Entities:

a. To retain and continue to operate a Business Entity for such period as the Trustee deems advisable;

b. To control, direct and manage the Business Entities. In this connection, the Trustee, in its sole discretion, shall determine the manner and extent of its active participation in the operation and may delegate all or any part of its power to supervise and operate to such person or

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persons as the Trustee may select, including any associate, partner, officer or employee of the Business Entity;

c. To hire and discharge officers and employees, fix their compensation and define their duties; and similarly to employ, compensate and discharge agents, attorneys, consultants, accountants, and such other representatives as the Trustee may deem appropriate; including the right to employ any beneficiary or fiduciary in any of the foregoing capacities;

d. To invest funds in the Business Entities, to pledge other assets of a trust as security for loans made to the Business Entities, and to lend funds from a trust to the Business Entities;

e. To organize one or more Business Entities under the laws of this or any other state or country and to transfer thereto all or any part of the Business Entities or other property of a trust, and to receive in exchange such stocks, bonds, partnership and member interests, and such other securities or interests as the Trustee may deem advisable;

f. To treat Business Entities as separate from a trust. In a Trustee's accounting to any beneficiary, the Trustee shall only be required to report the earnings and condition of the Business Entities in accordance with standard business accounting practice;

g. To retain in Business Entities such net earnings for working capital and other purposes of the Business Entities as the Trustee may deem advisable in conformity with sound business practice;

h. To sell or liquidate all or any part of the Business Entities at such time and price and upon such terms and conditions (including credit) as the Trustee may determine. My Trustee is specifically authorised and empowered to make such sale to any person, including any partner, officer, or employee of the Business Entities, a fiduciary, or to any beneficiary; and

i. To guaranty the obligations of the Business Entities, or pledge assets of a trust to secure such a guaranty.

11. Principal and Income. To allocate items of income or expense between income and principal as permitted or provided by the laws of the State of Florida but without limiting the availability of the estate tax marital deduction, provided that the Trustee shall not be required to provide a rate of return on unproductive property unless otherwise provided in this instrument.

12. Life Insurance. With respect to any life insurance policies constituting an asset of a trust, to pay premiums; to apply dividends in reduction of such premiums; to borrow against the cash values thereof; to convert such policies into other forms of insurance, including paid-up insurance; to exercise any settlement options provided in any such policies; to receive the proceeds of any policy upon its maturity and to administer such proceeds as a part of the principal of the Trust; and in general, to exercise all other options, benefits, rights and privileges under such policies.

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13. Continuing Power. To continue to have or exercise, after the termination of a trust, in whole or in part, and until final distribution thereof, all title, power, discretions, rights and duties conferred or imposed upon the Trustee by law or by this Agreement or during the existence of the trust.

14. Exoneration. To provide for the exoneration of the Trustee from any personal liability on account of any arrangement or contract entered into in a fiduciary capacity.

15. Agreements. To comply with, amend, modify or rescind any agreement made during my lifetime, including those regarding the disposition, management or continuation of any closely held unincorporated business, corporation, partnership or joint venture, and including the power to complete contracts to purchase and sell real estate.

16. Voting. To vote and give proxies, with power of substitution to vote, stocks, bonds and other securities, or not to vote a security.

17. Combination of Shares. To hold the several shares of a trust or several Trusts as a common fund, dividing the income proportionately among them, to assign undivided interests to the several shares or Trusts, and to make joint investments of the funds belonging to them. For such purposes and insofar as may be practicable, the Trustee, to the extent that division of the trust estate is directed hereby, may administer the trust estate physically undivided until actual division thereof becomes necessary to make distributions. The Trustee may hold, manage, invest and account for whole or fractional trust shares as a single estate, making the division thereof by appropriate entries in the books of account only, and may allocate to each whole or fractional trust share its proportionate part of all receipts and expenses; provided, however, this carrying of several Trusts as a single estate shall not defer the vesting in possession of any whole or fractional share of a trust for the beneficiaries thereof at the times specified herein.

18. Reimbursement. To reimburse itself from a trust for reasonable expenses incurred in the administration thereof.

19. Reliance Upon Communication. To rely, in acting under a trust, upon any letter, notice, certificate, report, statement, document or other paper, or upon any telephone, telegraph, cable, wireless or radio message, if believed by the Trustee to be genuine, and to be signed, sealed, acknowledged, presented, sent, delivered or given by or on behalf of the proper person, firm or corporation, without incurring liability for any action or inaction based thereon.

20. Assumptions. To assume, in the absence of written notice to the contrary from the person or persons concerned, that a fact or an event, by reason of which an interest or estate under a trust shall commence or terminate, does not exist or has not occurred, without incurring liability for any action or inaction based upon such assumption.

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21. Service as Custodian. To serve as successor custodian for any beneficiary of any gifts that I may have made under any Transfer to Minors Act, if at the time of my death no custodian is named in the instrument creating the gift.

22. Removal of Assets. The Trustee may remove from the domiciliary state during the entire duration of a trust or for such lesser period as it may deem advisable, any cash, securities or other property at any time in its hands whether principal or not, and to take and keep the same outside the domiciliary state and at such place or places within or outside the borders of the United States as it may determine, without in any event being chargeable for any loss or depreciation to the trust which may result therefrom.

23. Change of Situs. The situs and/or applicable law of any trust created hereunder may be transferred to such other place as the Trustee may deem to be for the best interests of the trust estate. In so doing, the Trustee may resign and appoint a successor Trustee, but may remove such successor Trustee so appointed and appoint others. Each successor Trustee may delegate any and all fiduciary powers, discretionary and ministerial, to the appointing Trustee as its agent.

24. Fiduciary Outside Domiciliary State. In the event the Trustee shall not be able and willing to act as Trustee with respect to any property located outside the domiciliary state, the Trustee, without order of court, may appoint another individual or corporation (including any employee or agent of any appointing Trustee) to act as Trustee with respect to such property. Such appointed Trustee shall have all of the powers and discretions with respect to such property as are herein given to the appointing Trustee with respect to the remaining trust assets. The appointing Trustee may remove such appointed Trustee and appoint another upon ten (10) days notice in writing. All income from such property, and if such property is sold, exchanged or otherwise disposed of, the proceeds thereof, shall be remitted to the appointing Trustee, to be held and administered by it as Trustee hereunder. Such appointed Trustee may employ the appointing Trustee as agent in the administration of such property. No surety shall be required on the bond of the Trustee or agent acting under the provisions of this paragraph. No periodic court accounting shall be required of such appointed Trustee, it being my intention to excuse any statutory accounting which may ordinarily be required.

25. Selection of Assets for Marital Trust. The Trustee shall have sole discretion to determine which assets shall be allocated to the Marital Trust; provided, if possible no assets or the proceeds of any assets which do not qualify for the federal estate tax marital deduction shall be allocated to the Marital Trust. To the extent that other assets qualifying for the marital deduction are available, the Trustee shall not allocate to the Marital Trust any assets with respect to which a credit for foreign taxes paid is allowable under the Code, nor any policy of insurance on the life of my spouse. Any allocation of assets among the Family Trust and the Marital Trust shall, with respect to each such trust, be comprised of assets having an aggregate market value at the time of such allocation fairly representative of the net appreciation or depreciation in the value of the property available for such allocation between the date of valuation for federal estate tax purposes and the date or dates of said allocation and selection.

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26. Additions. To receive and accept additions to the Trusts in cash or in kind from donors, executors, administrators, Trustee or attorneys in fact, including additions of my property by the Trustee or others as my attorneys in fact.

27. Title and Possession. To have title to and possession of all real or personal property held in the Trusts, and to register or hold title to such property in its own name or in the name of its nominee, without disclosing its fiduciary capacity, or in bearer form.

28. Dealing with Estates. To use principal of the Trusts to make loans to my estate, with or without interest, and to make purchases from my estate or my spouse's estate.

29. Agents. To employ persons, including attorneys, auditors, investment advisers, and agents, even if they are the Trustee or associated with the Trustee, to advise or assist the Trustee in the performance of its administrative duties and to pay compensation and costs incurred in connection with such employment from the assets of the Trust; to act without independent investigation upon their recommendations; and, instead of acting personally, to employ one or more agents to perform any act of administration, whether or not discretionary.

30. Tax Elections. To file tax returns, and to exercise all tax-related elections and options at its discretion, without compensating adjustments or reimbursements between any of the Trusts or any of the trust accounts or any beneficiaries.

B. Resignation. A Trustee may resign with or without cause, by giving no less than 30 days advance written notice, specifying the effective date of such resignation, to its successor Trustee and to the persons required and in the manner provided under Fla.Stats. §§736.0705(1)(a) and 736.0109. As to any required recipient, deficiencies in fulfilling the foregoing resignation requirements may be waived in a writing signed by such recipient. Upon the resignation of a Trustee, such Trustee shall be entitled to reimbursement from the trust for all reasonable expenses incurred in the settlement of accounts and in the transfer of assets to his or her successor.

C. Appointment of Successor Trustee.

1. Appointment. Upon a Trustee's resignation, or if a Trustee becomes Disabled or for any reason ceases to serve as Trustee, I may appoint any person or persons as successor Trustee, and in default of such appointment by me, SIMON and TED, one at a time and successively in that order, shall serve as successor Trustee. Notwithstanding the foregoing, if a named Trustee is not a U.S. citizen or resident at the time of commencement of his term as Trustee, such Trustee should give due consideration to declining to serve to avoid potential adverse U.S. income tax consequences by reason of the characterization of a trust hereunder as a foreign trust under the Code, but shall not be construed to have any duty to so decline if such Trustee desires to serve.

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2. Specific Trusts. Notwithstanding the preceding provisions of this Subparagraph IV.C, subsequent to my death I specifically appoint the following person or persons as Trustee of the following Trusts under the following described circumstances:

a. Trustee of the Marital Trust. SIMON and TED, one at a time and successively in that order, shall serve as Trustee of the Marital Trust. While serving as Trustee, my spouse may designate a co-Trustee to serve with my spouse and my spouse may remove and/or replace such co-Trustee from time to time.

b. Trustee of the Family Trust. SIMON and TED, one at a time and successively in that order, shall serve as Trustee of the Family Trust. While serving as Trustee, my spouse may designate a co-Trustee that is not a Related or Subordinate Party to serve with my spouse and my spouse may remove and/or replace such co-Trustee with another that is not a Related or Subordinate Party from time to time.

c. Trustee of Separate Trusts for My Children. Each child of mine shall serve as sole Trustee of his or her separate trust. While serving alone as Trustee, a child of mine may designate a co-Trustee that is not a Related or Subordinate Party to serve with such child and such child may remove and/or replace such co-Trustee with another that is not a Related or Subordinate Party from time to time.

d. Trustee of Separate Trusts for My Lineal Descendants Other Than My Children. In regard to a separate trust held for a lineal descendant of mine other than a child of mine which lineal descendant is the sole current mandatory or discretionary income beneficiary, each such lineal descendant shall serve as co-Trustee, or sole Trustee if the preceding described Trustees cease or are unable to serve or to continue to serve, of his or her separate trust upon reaching age twenty-five (25) years.

e. Trustee of Separate Trust for MATTHEW LOGAN. In regard to a separate trust held MATTHEW LOGAN, his mother, DEBORAH BERNSTEIN ("DEBORAH"), shall serve as Trustee until MATTHEW attains age 25 years, at which time he shall serve as a co-Trustee with DEBORAH of such separate trust.

3. Successor Trustees Not Provided For. Whenever a successor Trustee or co-Trustee is required and no successor or other functioning mechanism for succession is provided for under the terms of this Trust Agreement, the last serving Trustee or the last person or entity designated to serve as Trustee of the applicable trust may appoint his or her successor, and if none is so appointed, the following persons shall appoint a successor Trustee (who may be one of the persons making the appointment):

a. The remaining Trustees, if any; otherwise,

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b. A majority of the permissible current mandatory or discretionary income beneficiaries, including the natural or legal guardians of any beneficiaries who are Disabled.

A successor Trustee appointed under this subparagraph shall not be a Related or Subordinate Party of the trust. The appointment will be by a written document executed by such person in the presence of two witnesses and acknowledged before a notary public delivered to the appointed Trustee and to me if I am living and not Disabled or in a valid last Will. Notwithstanding the foregoing, a designation under this Subparagraph of a successor trustee to a corporate or entity trustee shall be limited to a corporate or entity trustee authorized to serve as such under Florida law with assets under trust management of no less than one billion dollars.

4. Power to Remove Trustee. Subsequent to my death, the age 25 or older permissible current mandatory or discretionary income beneficiaries from time to time of any trust established hereunder shall have the power to unanimously remove a Trustee of such trust at any time with or without cause, with the successor Trustee to be determined in accordance with the foregoing provisions.

D. Method of Appointment of Trustee. Any such appointment of a successor Trustee by a person shall be made in a written instrument executed by such person in the presence of two witnesses and acknowledged before a notary public which is delivered to such appointed Trustee during the lifetime of the person making such appointment, or any such appointment of a successor Trustee by a person may be made under the last Will of such person.

E. Limitations on Removal and Replacement Power. Any power to remove and/or replace a trustee hereunder that is granted to an individual (including such power when reserved to me) is personal to that individual and may not be exercised by a guardian, power of attorney holder, or other legal representative or agent.

F. Successor Fiduciaries. No Trustee is responsible for, nor has any duty to inquire into, the administration, acts or omissions of any executor, administrator, Personal Representative, or trustee or attorney-in-fact adding property to these Trusts, or of any predecessor Trustee. Each successor Trustee has all the powers, privileges, immunities, rights and title (without the execution of any instrument of transfer or any other act by any retiring Trustee) and all the duties of all predecessors.

G. Liability and Indemnification of Trustee.

1. Liability in General. No individual Trustee (that is, a Trustee that is not a corporation or other entity) shall be liable for any of his or her actions or failures to act as Trustee, even if the individual Trustee is found by a court to have been negligent or in breach of fiduciary duty, except for liability caused by his or her actions or failures to act done in bad faith or with reckless indifference to the purposes of the trust or the interests of the beneficiaries. Each Trustee that is a corporation or other entity will be liable for its actions or failures to act that are negligent or that breach its fiduciary duty, without contribution by any individual Trustee.

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2. Indemnification of Trustee. Except in regard to liabilities imposed on a Trustee under Subparagraph IV.G.1, each Trustee shall be held harmless and indemnified from the assets of the trust for any liability, damages, attorney's fees, expenses, and costs incurred as a result of its service as Trustee. A Trustee who ceases to serve for any reason will be entitled to receive reasonable security from the assets of the trust to protect it from liability, and may enforce these provisions for indemnification against the current Trustee or against any assets held in the trust, or if the former Trustee is an individual and not a corporation or other entity, against any beneficiary to the extent of distributions received by that beneficiary. This indemnification right extends to the estate, personal representatives, legal successors and assigns of a Trustee.

3. Indemnification of Trustee - Additional Provisions. I recognize that if a beneficiary accuses a Trustee of wrongdoing or breach of fiduciary duty, the Trustee may have a conflict of interest that ordinarily would prevent it from paying legal fees and costs from the trust estate to defend itself. I do not want to put a financial burden on any individual named to serve as a Trustee. Just as important, I do not want an individual who has been selected to serve as a Trustee to be reluctant to accept the position, or while serving to be intimidated in the performance of the Trustee's duties because of the threats of lawsuits that might force the Trustee to pay fees and costs from the Trustee's personal resources. For this reason, I deliberately and intentionally waive any such conflict of interest with respect to any individual serving as Trustee so that he or she can hire counsel to defend himself or herself against allegations of wrongdoing or if sued for any reason (whether by a beneficiary or by someone else) and pay all fees and costs for his or her defense from the trust estate until the dispute is resolved. I understand and agree that a court may award, disallow or allocate fees and costs in whole or in part after the dispute is resolved, as provided by law. The Trustee will account for all such fees and costs paid by it as provided by law. This provision shall not apply to any Trustee that is a corporation or other entity.

H. Compensation, Bond. Each Trustee is entitled to be paid reasonable compensation for services rendered in the administration of the trust. Reasonable compensation for a non-individual Trustee will be its published fee schedule in effect when its services are rendered unless otherwise agreed in writing, and except as follows. Any fees paid to a non-individual Trustee for making principal distributions, for termination of the trust, and upon termination of its services must be based solely on the value of its services rendered, not on the value of the trust principal. During my lifetime the Trustee's fees are to be charged wholly against income (to the extent sufficient), unless directed otherwise by me in writing. Each Trustee shall serve without bond.

I. Maintenance of Records. The Trustee shall maintain accurate accounts and records. It shall render annual statements of the receipts and disbursements of income and principal of a trust upon the written request of any adult vested beneficiary of such trust or the guardian of the person of any vested beneficiary and the approval of such beneficiary shall be binding upon all persons then or thereafter interested in such trust as to the matters and transactions shown on such statement. The Trustee may at any time apply for a judicial settlement of any account. No Trustee shall be required to file any statutory or other periodic accountings of the administration of a trust.

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J. **Interested Trustee**. The Trustee may act under this Agreement even if interested in these Trusts in an individual capacity, as a fiduciary of another trust or estate (including my estate) or in any other capacity. The Trustee may in good faith enter into a sale, encumbrance, or other transaction involving the investment or management of trust property for the Trustee's own personal account or which is otherwise affected by a conflict between the Trustee's fiduciary and personal interests, without liability and without being voidable by a beneficiary. The Trustee is specifically authorized to make loans to, to receive loans from, or to sell, purchase or exchange assets in a transaction with (i) the Trustee's spouse, (ii) the Trustee's children or grandchildren, siblings, parents, or spouses of such persons, (iii) an officer, director, employee, agent, or attorney of the Trustee, or (iv) a corporation, partnership, limited liability company, or other business entity in which the Trustee has a financial interest, provided that in any transaction the trusts hereunder receive fair and adequate consideration in money or money's worth. The Trustee may renounce any interest or expectancy of a trust in, or an opportunity to participate in, specified business opportunities or specified classes or categories of business opportunities that are presented to the Trustee. Such renunciation shall not prohibit the Trustee from participating in the Trustee's individual capacity in such opportunity or expectancy.

K. **Third Parties**. No one dealing with the Trustee need inquire into its authority or its application of property.

L. **Merger of Trusts**. If the Trustee is also trustee of a trust established by myself or another person by will or trust agreement, the beneficiaries to whom income and principal may then be paid and then operative terms of which are substantially the same as those of a trust held under this Agreement, the Trustee in its discretion may merge either such trust into the other trust. The Trustee, in exercising its discretion, shall consider economy of administration, convenience to the beneficiaries, tax consequences and any other factor it considers important. If it is later necessary to reestablish the merged trust as separate trusts, it shall be divided proportionately to the value of each trust at the time of merger.

M. **Multiple Trustees**. If two Trustees are serving at any time, any power or discretion of the Trustees may be exercised only by their joint agreement. Either Trustee may delegate to the other Trustee the authority to act on behalf of both Trustees and to exercise any power held by the Trustees. If more than two Trustees are serving at any time, and unless unanimous agreement is specifically required by the terms of this Trust Agreement, any power or discretion of the Trustees may be exercised only by a majority. The Trustees may delegate to any one or more of themselves the authority to act on behalf of all the Trustees and to exercise any power held by the Trustees. Trustees who consent to the delegation of authority to other Trustees will be liable for the consequences of the actions of those other Trustees as if the consenting Trustees had joined the other Trustees in performing those actions. A dissenting Trustee who did not consent to the delegation of authority to another Trustee and who has not joined in the exercise of a power or discretion cannot be held liable for the consequences of the exercise. A dissenting Trustee who joins only at the direction of the majority will not be liable for the consequences of the exercise if the dissent is expressed in writing delivered to any of the other Trustees before the exercise of that power or discretion.

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ARTICLE V. ADDITIONAL TAX AND RELATED MATTERS

A. **GST Trusts**.

1. **Family Trust**. I direct (a) that the Trustee shall divide any trust other than the Marital Trust to which there is allocated any GST exemption into two separate Trusts (each subject to the provisions of this Trust Agreement relating to the trust that is being divided) so that the generation-skipping tax inclusion ratio of one such trust is zero.

2. **Marital Trust.** I direct that, if possible, (a) the Trustee shall divide the Marital Trust into two separate Marital Trusts (each subject to the provisions hereof concerning the Marital Trust) so that through allocation of my GST exemption remaining unallocated at my death and not otherwise allocated to transfers occurring at or by reason of my death (including allocations to the Family Trust), if any, the generation-skipping tax inclusion ratio of one such Marital Trust is zero (the GST Marital Trust), (b) my Personal Representative to exercise the election provided by Code Section 2652(a)(3) as to the GST Marital Trust, and (c) that upon the death of my spouse the total amount recoverable by my spouse's estate from the property of the Marital Trusts under Code Section 2207A shall first be recoverable in full from the non-GST Marital Trust to the extent thereof.

3. **Misc**. I direct that (a) upon the death of the survivor of me and my spouse, any property then directed to be paid or distributed which constitutes a direct skip shall be paid first from property then exempt from generation-skipping taxation (by reason of the allocation of any GST exemption) to the extent thereof, (b) property exempt from generation-skipping taxation (by reason of the allocation of any GST exemption) and not directed to be paid or distributed in a manner which constitutes a direct skip shall be divided and distributed as otherwise provided herein and held for the same persons designated in Trusts separate from any property then also so divided which is not exempt from generation-skipping taxation, and (c) if upon the death of a beneficiary a taxable termination would otherwise occur with respect to any property held in trust for him or her with an inclusion ratio greater than zero, such beneficiary shall have with respect only to such property a power to appoint such fractional share thereof which if included in such beneficiary's gross estate for federal estate tax purposes (without allowing any deduction with respect to such share) would not be taxed at the highest federal estate tax rate and such fractional share of such property shall be distributed to such persons including only such beneficiary's estate, spouse, and lineal descendants, in such estates, interests, and proportions as such beneficiary may, by a will specifically referring to this general power appoint, and any part of a trust such beneficiary does not effectively appoint shall be treated as otherwise provided for disposition upon his or her death, provided, if upon his or her death two or more Trusts for his or her benefit are directed to be divided among and held or distributed for the same persons and the generation-skipping tax inclusion ratio of any such trust is zero, the amount of any other such trust to which there is allocated any of such beneficiary's GST exemption shall be added to the Trusts with generation-skipping tax inclusion ratios of zero in equal shares. I request (but do not require) that if two or more Trusts are held hereunder for any person, no principal be paid to such person from the Trusts with the lower inclusion ratios for generation-skipping tax purposes unless the trust with the highest inclusion ratio has been exhausted by use, consumption, distribution, or otherwise or is not reasonably available.

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Notwithstanding any other provision of this Trust Agreement, for purposes of funding any pecuniary payment or trust division to which there is allocated any GST exemption, such payment or trust division allocation shall be satisfied with cash or property which fairly represents appreciation and depreciation (occurring between the valuation date and the date of distribution) in all of the assets from which such distribution or allocation could be made, and any pecuniary payment made before a residual transfer of property to which any GST exemption is allocated shall be satisfied with cash or property which fairly represents appreciation and depreciation (occurring between the valuation date and the date of distribution) in all of the assets from which such pecuniary payment could be satisfied and shall be allocated a pro rata share of income earned by all such assets between the valuation date and the date of payment. In regard to the division or severance of a trust hereunder, including the Marital Trust, such division or severance shall be made in a manner that all resulting trusts are recognized for purposes of Chapter 13 of the Code, including without limitation complying with the requirements of Treas.Regs. §26.2654-1(b). Except as otherwise expressly provided herein, the valuation date with respect to any property shall be the date as of which its value is determined for federal estate tax purposes with respect to the transferor thereof, and subject to the foregoing, property distributed in kind in satisfaction of any pecuniary payment shall be selected on the basis of the value of such property on the valuation date. All terms used in this Article which are defined or explained in Chapter 13 of the Code or the regulations thereunder shall have the same meaning when used herein. The Trustee is authorized and directed to comply with the provisions of the Treasury Regulations interpreting the generation skipping tax provisions of the Code in severing or combining any trust, creating or combining separate trust shares, allocating GST exemption, or otherwise, as necessary to best accomplish the foregoing allocations, inclusion ratios, combinations, and divisions, including, without limitation, the payment of "appropriate interest" as determined by the Trustee as that term is applied and used in said Regulations.

B. **Individual Retirement Accounts**. In the event that this trust or any trust created under this Agreement is the beneficiary of an Individual retirement account established and maintained under Code Section 408 or a qualified pension, profit sharing or stock bonus plan established and maintained under Code Section 401 (referred to in this paragraph as "IRA"), the following provisions shall apply to such trust:

1. I intend that the beneficiaries of such trust shall be beneficiaries within the meaning of Code Section 401(a)(9) and the Treasury Regulations thereunder. All provisions of such trust shall be construed consistent with such intent. Accordingly, the following provisions shall apply to such trust:

a. No benefits from any IRA may be used or applied for the payment of any debts, taxes or other claims against my estate as set forth in the later paragraph captioned "Taxes", unless other assets of this trust are not available for such payment.

b. In the event that a beneficiary of any trust created under this Agreement has a testamentary general power of appointment or a limited power of appointment over all or any portion of any trust established under this Agreement, and if such trust is the beneficiary of any benefits from any IRA, the beneficiary shall not appoint any part of such trust to a charitable organization or to

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a lineal descendant of mine (or a spouse of a lineal descendant of mine) who is older than the beneficiary whose life expectancy is being used to calculate distributions from such IRA.

2. The Trustee shall deliver a copy of this Agreement to the custodian of any IRA of which this trust or any trust created under this Agreement is the named beneficiary within the time period prescribed Code Section 401(a)(9) and the Treasury Regulations thereunder, along with such additional items required thereunder. If the custodian of the IRA changes after a copy of this Agreement has been provided pursuant to the preceding sentence, the Trustee shall immediately provide a copy of this Agreement to the new custodian. The Trustee shall request each custodian to complete a receipt of the Agreement and shall attach such receipt to this Agreement. The Trustee shall provide a copy of each amendment of this Agreement to the custodian and shall obtain a receipt of such amendment.

C. **Gift Transfers Made From Trust During My Lifetime**. I direct that all gift transfers made from the trust during my lifetime be treated for all purposes as if the gift property had been first withdrawn by (or distributed to) me and then transferred by me to the donees involved. Thus, in each instance, even where title to the gift property is transferred directly from the name of the trust (or its nominee) into the name of the donee, such transfer shall be treated for all purposes as first a withdrawal by (or distribution of the property to) me followed by a gift transfer of the property to the donee by me as donor, the Trustee making the actual transfer in my behalf acting as my attorney in fact, this paragraph being, to that extent, a power of attorney from me to the Trustee to make such transfer, which power of attorney shall not be affected by my Disability, incompetence, or incapacity.

D. **Death Costs**. If upon my death the Trustee hold any United States bonds which may be redeemed at par in payment of federal estate tax, the Trustee shall pay the federal estate tax due because of my death up to the amount of the par value of such bonds and interest accrued thereon at the time of payment. The Trustee shall also pay from the trust all of my following death costs, but if there is an acting executor, administrator or Personal Representative of my estate my Trustee shall pay only such amounts of such costs as such executor, administrator or Personal Representative directs:

1. my debts which are allowed as claims against my estate,

2. my funeral expenses without regard to legal limitations,

3. the expenses of administering my estate,

4. the balance of the estate, inheritance and other death taxes (excluding generation-skipping transfer taxes unless arising from direct skips), and interest and penalties thereon, due because of my death with respect to all property whether or not passing under my Will or this Agreement (other than property over which I have a power of appointment granted to me by another person, and qualified terminable interest property which is not held in a trust that was subject to an election under Code Section 2652(a)(3) at or about the time of its funding) and life insurance proceeds on policies insuring my life which proceeds are not held under this trust or my probate estate at or by reason of my death), and

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5. any gifts made in my Will or any Codicil thereto.

The Trustee may make any such payment either to my executor, administrator or Personal Representative or directly to the proper party. The Trustee shall not be reimbursed for any such payment, and is not responsible for the correctness or application of the amounts so paid at the direction of my executor, administrator, or Personal Representative. The Trustee shall not pay any of such death costs with any asset which would not otherwise be included in my gross estate for federal or state estate or inheritance tax purposes, or with any asset which otherwise cannot be so used, such as property received under a limited power of appointment which prohibits such use. Further, no payment of any such death costs shall be charged against or paid from the property disposed of pursuant to the prior paragraphs captioned "Disposition of Tangible Personal Property", "Specific Cash Devise" nor from the Marital Trust.

E. Marital Trust. I intend the maximum obtainable reduction of federal estate tax due by reason of my death by use of the federal estate tax marital deduction, and qualification of all property of the Marital Trust for the marital deduction. This Agreement shall be construed and all powers shall be exercised consistent with such intent. For example, the Trustee shall not allocate any receipt to principal or any disbursement to income if such allocation understates the net income of the Marital Trust under Florida law; and upon the written demand of my spouse, the Trustee shall convert unproductive or underproductive property of said trust into productive property within a reasonable time notwithstanding any other provision hereunder. The foregoing not withstanding, if my spouse survives me but dies within six months after my death, the Marital Trust provided in Subparagraph II.B will be reduced to that amount, if any, required to obtain for my estate an estate tax marital deduction resulting in the lowest combined estate taxes in my estate and my spouse's estate, on the assumption that my spouse died after me on the date of my death, that my spouse's estate is valued on the same date and in the same manner as my estate is valued for federal estate tax purposes, and that elections in my spouse's estate were made that would be consistent with minimizing taxes. The purpose of this provision is to equalize, insofar as possible, our estates for federal estate tax purposes, based on the above assumptions.

F. Subchapter S Stock. Regardless of anything herein to the contrary, in the event that after my death the principal of a trust includes stock in a corporation for which there is a valid election to be treated under the provisions of Subchapter S of the Code, the income beneficiary of such a trust is a U.S. citizen or U.S. resident for federal income tax purposes, and such trust is not an "electing small business trust" under Code Section 1361(e)(1) in regard to that corporation, the Trustee shall (a) hold such stock as a substantially separate and independent share of such trust within the meaning of Code Section 663(c), which share shall otherwise be subject to all of the terms of this Agreement, (b) distribute all of the income of such share to the one income beneficiary thereof in annual or more frequent installments, (c) upon such beneficiary's death, pay all accrued or undistributed income of such share to the beneficiary's estate, (d) distribute principal from such share during the lifetime of the income beneficiary only to such beneficiary, notwithstanding any powers of appointment granted to any person including the income beneficiary, and (e) otherwise administer such share in a manner that qualifies it as a "qualified Subchapter S trust" as that term is defined in Code Section 1361(d)(3), and shall otherwise

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manage and administer such share as provided under this Agreement to the extent not inconsistent with the foregoing provisions of this paragraph.

G. **Residence as Homestead**. Regardless of anything herein to the contrary, while any residential real property located in Florida is owned by a trust, I, or my spouse if I am not then living and such trust is the Marital Trust, shall have the right to use, possess and occupy such residence as a personal residence so that such right shall constitute a possessory right in such real property within the meaning of Florida Statute Section 196.041.

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IN WITNESS WHEREOF, the parties hereto have executed this Trust Agreement on the date first above written.

SETTLOR and TRUSTEE:

_____
SHIRLEY BERNSTEIN

This instrument was signed by SHIRLEY BERNSTEIN in our presence, and at the request of and in the presence of SHIRLEY BERNSTEIN and each other, we subscribe our names as witnesses on this ____ day of _____, 2008:

_____
Print Name:_____
Address:_____
_____
_____

_____
Print Name:_____
Address:_____
_____
_____

Draft

STATE OF FLORIDA

SS:

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ___ day of _____, 2008, by SHIRLEY BERNSTEIN.

_____
Signature - Notary Public-State of Florida

[Seal with Commission Expiration Date]

_____
Print, type or stamp name of Notary Public

Personally Known _____ or Produced Identification _____
Type of Identification Produced _____

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ATTACHMENT

The following property has been delivered in trust under this Agreement:

One Dollar ($1.00) Cash

During my life, the Trustee has no duty to maintain, invest, review, insure, account for, or any other responsibility with respect to trust property other than income producing property, or any duty to pay premiums on life insurance payable to the trust, and shall receive no fee for its services as Trustee based on any trust property other than income producing property.

_____

SHIRLEY BERNSTEIN, Settlor and Trustee

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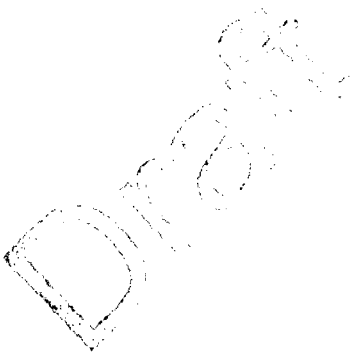
PAMELA B. SIMON

FAMILY TRUST



Prepared by:

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www.tescherlaw.com

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PAMELA B. SIMON

FAMILY TRUST

THIS IRREVOCABLE TRUST AGREEMENT is made and entered into this ___ day of _____, 2008, by and between SIMON L. BERNSTEIN, a resident of Palm Beach County, Florida, as grantor, hereinafter referred to in the first person, SIMON L. BERNSTEIN and SHIRLEY BERNSTEIN as co-trustees (referred to as the ***"Trustee,"*** which term more particularly refers to all individuals and entities serving as trustee of a trust created hereunder during the time of such service, whether alone or as co-trustees, and whether originally serving or as a successor trustee), and _____ as the independent trustee (referred to as the ***"Independent Trustee,"*** which term more particularly refers to all individuals and entities serving as independent trustee of a trust created hereunder during the time of such service, whether alone or as co-trustees, and whether originally serving or as a successor independent trustee). I have delivered to the Trustee certain property as set forth in the Attachment annexed hereto, receipt of which is hereby acknowledged by the Trustee. Such property, and any additions to such property, shall be held in trust as provided in this Agreement.

ARTICLE I. TRUST ADMINISTRATION

A. **Additions, Substitutions and Trust Irrevocable**. I or any other person may cause additional property to be added hereunder at any time during life or at death by will, insurance or death benefit beneficiary designation or otherwise. I shall have no right or power, either alone or in conjunction with any other person, to alter, amend, revoke or terminate any of the terms of this Agreement in any manner whatever. Unless and until surrendered by me in a writing delivered to the Trustee, I retain the power, to be exercised in an individual and nonfiduciary capacity (*i.e.*, without any fiduciary duty to any beneficiary with respect to its exercise or nonexercise) and without requiring the consent or approval of any person, to from time to time reacquire trust principal by substituting other property of equivalent value for said principal. Notwithstanding the foregoing, said right of substitution shall not apply to any insurance policies on my life owned by this Trust that would cause me to have any incidents of ownership as that term is defined under Section 2042 of the Code and the Regulations thereunder. I shall have the right at any time or times by an instrument, in writing, delivered to the Trustee to relinquish the right of substitution provided for herein.

B. **Rights of Withdrawal**. In any calendar year during my life in which property is contributed to the Trust by gift, each Withdrawal Beneficiary with respect to such contribution, acting personally or through his or her legal or natural guardian or attorney-in-fact, is hereby granted the absolute right, with respect to each such contribution, by written instrument or instruments delivered to the Trustee prior to the termination of such right, to withdraw from the principal of the Trust, from time

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to time, an amount having an aggregate value (as of the date or dates of withdrawal) equal to such Withdrawal Beneficiary's Withdrawal Amount with respect to such contribution. Any such right to withdraw shall terminate at the earliest time and then to the extent that any such termination will not result in a taxable gift made by the individual holding the right, provided, no part of any right to withdraw shall terminate less than 60 days after the contribution to the Trust to which such right relates.

1. For purposes of this Subparagraph I.B, a Withdrawal Beneficiary with respect to a contribution to the Trust shall mean each person designated by the contributor to the Trustee in writing contemporaneously with such contribution, provided, in the event the contributor fails to make any such designation with respect to a contribution, my then living lineal descendants and their spouses shall be the Withdrawal Beneficiary with respect to such contribution.

2. For purposes of this Subparagraph I.B, each Withdrawal Beneficiary's Withdrawal Amount with respect to a contribution shall be such amount designated by the contributor to the Trustee in writing contemporaneously with the contributor's designation of such person as a Withdrawal Beneficiary, provided, if the contributor of such contribution fails to designate a Withdrawal Amount with respect to any Withdrawal Beneficiary, then each Withdrawal Beneficiary's Withdrawal Amount with respect to such contribution shall be an amount equal to a fraction (defined below) multiplied by the lesser of (i) the value of such contribution (at the time of such contribution), or (ii) the sum of the amounts of all federal gift tax exclusions then available to the contributor with respect to all Withdrawal Beneficiaries with respect to such contribution. The numerator of said fraction shall be the amount of any federal gift tax exclusion available to such contributor with respect to such Withdrawal Beneficiary (at the time of such contribution) and the denominator shall be the sum of the amounts of all federal gift tax exclusions then available to such contributor with respect to all such Withdrawal Beneficiaries. One-half of a contribution made by a married person shall be treated as a second separate contribution made by his or her spouse, provided, if such married person's spouse is then one of such Withdrawal Beneficiaries, only one-half of the excess of such contribution (at the time of such contribution) over the amount of the federal gift tax exclusion then available to such contributor with respect to his or her spouse shall be so treated.

3. Regardless of anything in this Subparagraph I.B to the contrary, each contributor of a contribution to this Trust shall have the right with respect to such contribution by a written instrument delivered to the Trustee at the time of such contribution (i) to exclude any person who would otherwise have a right of withdrawal from exercising such power; (ii) to increase or decrease the amount subject to any right of withdrawal except that the amount subject to all withdrawal rights shall not exceed the amount of the contribution; and/or (iii) to change the period during which any right of withdrawal may be exercised.

4. The Trustee shall inform any Withdrawal Beneficiary of the existence of such right of withdrawal within ten days after it comes into existence but not later than the last day of the calendar year in which it comes into existence. Any such Withdrawal Beneficiary or his or her guardian may, after receiving such notice at least once, waive further notices by an instrument in writing delivered to the Trustee.

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C. **Trusts for PAMELA B. SIMON and my Lineal Descendants.** The Trust shall be administered as follows for its beneficiaries:

1. Initial Beneficiary. My daughter, PAMELA B. SIMON, shall be the first principal beneficiary of the Trust.

2. Net Income and Principal Distributions.

a. The Trustee shall pay to or apply for the benefit of a principal beneficiary and the lineal descendants of a principal beneficiary dependent on such principal beneficiary for support, so much of the net income and then principal of his or her separate Trust as the Independent Trustee determines in its sole, absolute and unreviewable discretion, provided, however, that while a principal beneficiary is serving as Trustee hereunder, he or she may make distributions to or for the benefit of himself or herself for such beneficiary's Needs without any authorization from the Independent Trustee. Having in mind the extent to which funds will be available for expenditure for the benefit of such beneficiaries, the Independent Trustee is authorized to expend such amounts as it, in its sole, absolute and unreviewable discretion, shall determine to maintain the then current lifestyle of such beneficiaries, including, but not limited to, complete authority to provide for their personal care and comfort in any manner whatsoever. Net income that is not distributed shall be added to principal on an annual basis.

b. The Independent Trustee is specifically authorized in its sole, absolute and unreviewable discretion to acquire, hold and maintain one or more residences (whether held as real property, condominium or cooperative apartment) for the use and benefit of the principal beneficiary and his or her cohabitating spouse and lineal descendants, and to sell or otherwise dispose of such residences when not desired for such use and benefit. The Independent Trustee is authorized to pay all carrying charges of such residences, including, but not limited to, any taxes, assessments and maintenance thereon, and all expenses of the repair, renovation, improvement and operation thereof, including the employment of domestic servants and other expenses incident to the running of a household for the benefit of such beneficiaries.

c. In exercising the discretions conferred in this Subparagraph, the Independent Trustee should give due consideration to the advisability of using the principal beneficiary's own assets and resources in order to reduce the amount of the principal beneficiary's taxable estate, thereby minimizing the amount of the principal beneficiary's future taxes. Further, it is my intent that this Trust be used to enhance the principal beneficiaries' quality of life, including (without limitation) travel, purchase of a home, cultural appreciation and enjoyment (music, arts, etc.), and education. In addition, I would like this Trust to provide a source of funds in the event that a principal beneficiary, through accident or misfortune, does not have sufficient sources of income to provide for his or her own support. I expect my lineal descendants to support themselves independently and to be productive members of their communities and not to become dependent upon distributions from the Trusts to the extent that they lose their ambition and incentive. When a beneficiary is able to be gainfully employed

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and is not actively engaged in raising his or her children, the Independent Trustee should give due consideration in exercising its discretion to not using Trust assets to replace the beneficiary's own efforts to work and accumulate financial security. However, it is not my intent to force a parent to work outside the home when he or she has determined that it is important to stay at home to raise a family. In addition, I do not intend that the Independent Trustee place undue emphasis on the amount a beneficiary earns if he or she is actively engaged in a worthwhile pursuit, including working as an unpaid volunteer for charitable purposes. In prioritizing distributions between the principal beneficiary and his or her lineal descendants, it is my intent that my first priority is the principal beneficiary. In addition to the foregoing guidance, I request, but do not require, that my lineal descendants take adequate precautions for the protection of our family's wealth and property from marital discord through the use of prenuptial agreements or other similar planning and devices. I also request, but do not require, that my lineal descendants pursue higher education, to the best of their abilities and individual circumstances. For some descendants this may mean the completion of a college education, the receipt of a masters or a doctorate, or a professional degree, and for others this may mean training in their chosen vocation. It is not my goal that the Independent Trustee reward professional students, nor punish those lineal descendants for whom life or individual circumstances indicate that the pursuit of higher education is not practical or advantageous, but only to encourage my lineal descendants to take full advantage of all educational opportunities open to them and not rush their entry into the workplace. I do not intend by these expressions of intent to bind the Independent Trustee or alter the absolute discretion it has been granted hereunder or create enforceable obligations to any beneficiary, but merely to provide general guidance to the Independent Trustee in the exercise of its discretions.

3. Death of a Principal Beneficiary. If a principal beneficiary dies with assets remaining in his or her separate Trust, upon his or her death he or she may appoint all or part of his or her Trust, in trust, to or for the benefit of one or more of my lineal descendants and their spouses (excluding from said class, however, such principal beneficiary and such principal beneficiary's creditors, estate, and creditors of such principal beneficiary's estate), provided that any such appointment to a surviving spouse of a principal beneficiary shall be limited to a life estate in all or a lesser portion of such principal beneficiary's separate Trust, and such spouse's separate trust shall be administered as provided in Subparagraph I.D. below. Any part of his or her Trust such principal beneficiary does not effectively appoint shall upon his or her death be divided among and held in separate Trusts for the following persons with such persons to become the principal beneficiary thereunder;

a. for his or her lineal descendants then living, *per stirpes*; or

b. if he or she leaves no lineal descendant then living, *per stirpes* for the lineal descendants then living of his or her nearest ancestor (among me and my lineal descendants) with a lineal descendant then living who is also a lineal descendant of my spouse, SHIRLEY BERNSTEIN.

Such separate Trusts shall be administered as provided for trusts under this Subparagraph I.C., or added to Trusts established for such principal beneficiaries that are already in existence under Subparagraph I.C.

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D. **Administration of Separate Trust for Spouse**. The Independent Trustee shall pay to the spouse of a principal beneficiary, so much of the net income and principal of his or her separate trust as is proper for such spouse's Needs. Net income that is not distributed shall be added to principal on an annual basis. Upon the death of a spouse of a principal beneficiary, the remaining assets of his or her separate trust shall be divided among and held in separate Trusts for his or her lineal descendants then living, *per stirpes*, who are also lineal descendants of the predeceased principal beneficiary who established this Trust for his or her spouse pursuant to the power of appointment granted to said principal beneficiary under Subparagraph I.C. above. Each lineal descendant for whom a separate trust is established shall become the principal beneficiary of such separate Trusts and such separate trusts shall be administered as provided under Subparagraph I.C., or added to Trusts established for such principal beneficiaries that are already in existence under Subparagraph I.C.

E. **Termination of Small Trust**. If at any time after my death in the opinion of the Trustee a separate Trust holds assets of a value of less than $50,000.00 and is too small to justify the expense of its retention, and termination of such Trust is in the best interests of its current principal beneficiary, the Independent Trustee in its discretion may terminate such Trust and pay it to said principal beneficiary.

F. **Contingent Gift**. If at any time property of a Trust held under this Agreement is not disposed of under the other provisions of this Agreement, it shall be paid, as a gift made hereunder, to such persons and in such shares as such property would be distributed if I had then owned such property and had then died solvent, unmarried and intestate domiciled in the State of Florida, according to the laws of Florida then in effect.

G. **Maximum Duration**. Regardless of anything in this Agreement to the contrary, no trust interest herein created shall continue beyond three hundred sixty (360) years after the date of creation of this Agreement, nor shall any power of appointment be exercised in such manner so as to delay vesting of any trust beyond such period. Immediately prior to the expiration of such period, all such trusts then in existence shall terminate, and the assets thereof shall be distributed outright and in fee to then beneficiaries of the current income and in the proportions in which such persons are the beneficiaries, and if such proportions cannot be ascertained, then equally among such beneficiaries.

ARTICLE II. GENERAL

A. **Disability**. While any beneficiary is Disabled, income or principal payable to him or her may, in the discretion of the Trustee, be paid directly to him or her, without the intervention of a guardian, directly to his or her creditors or others for his or her sole benefit or to an adult person or an eligible institution (including the Trustee) selected by the Trustee as custodian for such a minor beneficiary under the Uniform Transfers to Minors Act or similar law. The receipt by such payee is a complete release to the Trustee.

B. **Substance Abuse**.

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1. In General. If the Independent Trustee reasonably believes that a beneficiary of any trust (which for purposes of this Subparagraph II.B.1 includes the lineal descendants of a principal beneficiary who are eligible to receive distributions from that trust):

a. routinely or frequently uses or consumes any illegal substance so as to be physically or psychologically dependent upon that substance, or

b. is clinically dependent upon the use or consumption of alcohol or any other legal drug or chemical substance that is not prescribed by a board certified medical doctor or psychiatrist in a current program of treatment supervised by such doctor or psychiatrist,

and if the Independent Trustee reasonably believes that as a result the beneficiary is unable to care for himself or herself, or is unable to manage his or her financial affairs, all distributions (including distributions upon termination of the trust) to the beneficiary, all of the beneficiary's withdrawal rights (if any), and all of the beneficiary's rights to participate in decisions concerning the removal and appointment of Trustees and Independent Trustees will be suspended. In that event, the following provisions of this Subparagraph II.B will apply.

2. Testing. The Independent Trustee may request the beneficiary to submit to one or more examinations (including laboratory tests of bodily fluids) determined to be appropriate by a board certified medical doctor and to consent to full disclosure to the Independent Trustee of the results of all such examinations. The Independent Trustee shall maintain strict confidentiality of those results and shall not disclose those results to any person other than the beneficiary without the prior written permission of the beneficiary. The Independent Trustee may totally or partially suspend all distributions otherwise required or permitted to be made to that beneficiary until the beneficiary consents to the examination and disclosure to the Independent Trustee.

3. Treatment. If, in the opinion of the examining doctor, the examination indicates current or recent use of a drug or substance as described above, the examining doctor will determine an appropriate method of treatment for the beneficiary (for example, counseling or treatment on an in-patient basis in a rehabilitation facility) that is acceptable to the Independent Trustee. If the beneficiary consents to the treatment, the Independent Trustee may, in its absolute and unfettered discretion, pay the costs of treatment including directly to the provider of those services.

4. Resumption of Distributions. The Independent Trustee may resume other distributions to the beneficiary (and the beneficiary's other suspended rights will be restored) when, in the case of use or consumption of an illegal substance, examinations indicate no such use for 12 months and, in all cases, when the Independent Trustee in its discretion determines that the beneficiary is able to care for himself or herself and is able to manage his or her financial affairs.

5. Exoneration. No Independent Trustee (nor any doctor retained by the Independent Trustee) will be responsible or liable to anyone for a beneficiary's actions or welfare. The Independent Trustee has no duty to inquire whether a beneficiary uses drugs or other substances as

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described in this Subparagraph II.B. The Independent Trustee (and any doctor retained by the Independent Trustee) is to be indemnified from the Trust estate and held harmless from any liability of any nature in exercising its judgment and authority under this Subparagraph II.B, including any failure to request a beneficiary to submit to medical examination, and including a decision to distribute amounts to a beneficiary.

6. Tax Savings Provision. Despite the provisions of this Subparagraph II.B, the Independent Trustee cannot suspend any mandatory distributions or withdrawal rights that are required for that trust to become or remain a Qualified Subchapter S Trust (unless the Independent Trustee elects for the trust to be an Electing Small Business Trust), or to qualify for any federal transfer tax exemption, deduction, or exclusion allowable with respect to that trust.

C. Income on Death of Beneficiary. Subject to the following Subparagraph captioned "Subchapter S Stock," and except as otherwise explicitly provided herein, upon the death of any principal beneficiary, all accrued or undistributed income of such deceased principal beneficiary's Trust shall pass with the principal of his or her Trust but shall remain income for trust accounting purposes.

D. Definitions. In this Agreement,

1. Children, Lineal Descendants. The terms "***child,***" "***children***" and "***lineal descendant***" mean only persons whose relationship to the ancestor designated is created entirely by or through (a) legitimate births occurring during the marriage of the joint biological parents to each other, (b) children and their lineal descendants arising from surrogate births and/or third party donors when (i) the child is raised from birth by a married couple through the pendency of such marriage, (ii) one of such couple is the designated ancestor, and (iii) to the best knowledge of the Trustee both members of such couple participated in the decision to have such child, and (c) lawful adoptions of minors under the age of twelve years. No such child or lineal descendant loses his or her status as such through adoption by another person. Notwithstanding the foregoing, for all purposes of this Trust and the dispositions made hereunder, my children shall only include TED S. BERNSTEIN, PAMELA B. SIMON, ELIOT BERNSTEIN, JILL IANTONI and LISA S. FRIEDSTEIN, and my lineal descendants shall include only said named individuals and their respective lineal descendants.

2. Code. "***Code***" means the Internal Revenue Code of 1986, as amended, and in referring to any particular provision of the Code, includes a reference to any equivalent or successor provision of a successor federal tax law.

3. Disabled. "***Disabled***" or being under "***Disability***" means, as to any applicable individual: (1) being under the age of 21 years, (2) having been adjudicated by a court of competent jurisdiction as mentally or physically incompetent or unable to manage his or her own property or personal affairs (or a substantially similar finding under applicable state or national law), or (3) being unable to properly manage his or her personal or financial affairs, or a trust estate hereunder as to a Trustee hereunder, because of a mental or physical impairment (whether temporary or permanent in nature). A written certificate executed by an individual's attending physician or attending psychiatrist

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confirming that person's impairment will be sufficient evidence of Disability under item (3) above, and all persons may rely conclusively on such a certificate.

4. Needs Distributions. Payments to be made for a person's ***"Needs"*** means payments for such person's support, health (including lifetime residential or nursing home care), maintenance and education. However, the Trustee, based upon information reasonably available to it, shall make such payments for a person's Needs only to the extent such person's income, and funds available from others obligated to supply funds for such purposes (including, without limitation, pursuant to child support orders and agreements), are insufficient in its opinion for such purposes, and shall take into account such person's accustomed manner of living, age, health, marital status and any other factor it considers important. Income or principal to be paid for a person's Needs may be paid to such individual or applied by the Trustee directly for the benefit of such person. The Trustee may make a distribution or application authorized for a person's Needs even if such distribution or application substantially depletes or exhausts such person's trust, without any duty upon the Trustee to retain it for future use or for other persons who might otherwise benefit from such trust.

5. Per Stirpes. In a division "***per stirpes***" each generation shall be represented and counted whether or not it has a living member.

6. Related or Subordinate Party. A "***Related or Subordinate Party***" to a trust describes a beneficiary of the subject trust or a related or subordinate party to a beneficiary of the trust as the terms "related or subordinate party" are defined under Code Section 672(c).

7. Spouse. A person's "***spouse***" includes only a spouse then married to and living as husband and wife with him or her, or a spouse who was married to and living as husband and wife with him or her at his or her death. The following rules apply to each person who is a beneficiary or a permissible appointee under this Trust Agreement and who is married to a descendant of mine. Such a person will cease to be a beneficiary and will be excluded from the class of permissible appointees and distribution recipients upon:

a. the legal termination of the marriage to my descendant (whether before or after my death), or

b. the death of my descendant if a dissolution of marriage proceeding was pending when he or she died.

The Trust will be administered as if that person had died upon the happening of the terminating event described above.

8. Gender, Number. Where appropriate, words of any gender include all genders and the singular and plural are interchangeable.

E. Powers of Appointment. Property subject to a power of appointment shall be paid to,

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or retained by the Trustee or paid to any trustee under any will or trust agreement for the benefit of, such one or more permissible appointees, in such amounts and proportions, granting such interests, powers and powers of appointment, and upon such conditions including spendthrift provisions as the holder of such power (i) in the case of a power exercisable upon the death of such holder, appoints in his or her will or in a trust agreement revocable by him or her until his or her death, or (ii) in the case of a power exercisable during the life of such holder, appoints in a written instrument signed by such holder, two witnesses and a notary public, but in either case only if such will, trust agreement, or instrument specifically refers to such power.

F. **Limitations on Powers of Trustee**. Regardless of anything herein to the contrary, no Trustee shall make or participate in making any distribution of income or principal of a trust to or for the benefit of a beneficiary which would directly or indirectly discharge any legal obligation of such Trustee or a donor of such trust (as an individual) to support such beneficiary; and no Trustee shall make or participate in making any discretionary distribution of income or principal to or for the benefit of himself or herself other than for his or her Needs, including by reason of a determination to terminate a trust described herein.

G. **Presumption of Survivorship**. If any person shall be required to survive another person in order to take any interest under this Agreement, the former person shall be deemed to have predeceased the latter person, if such persons die under circumstances which make it difficult or impracticable to determine which one died first.

H. **Protective Provision**. No beneficiary of any Trust herein created shall have any right or power to anticipate, transfer, pledge, sell, alienate, assign or encumber in any way his or her interest in the income or principal of such trust. Furthermore, no creditor shall have the right to attach, lien, seize or levy upon the interest of the beneficiary in this Trust and such interest shall not be liable for or subject to the debts, liabilities or obligations of any such beneficiary or any claims against such beneficiary (whether voluntarily or involuntarily created), and the Trustee shall pay directly to or for the use or benefit of such beneficiary all income and principal to which such beneficiary is entitled, notwithstanding that such beneficiary has executed a pledge, assignment, encumbrance or in any other manner alienated or transferred his or her beneficial interest in the Trust to another. This paragraph shall not preclude the effective exercise of any power of appointment granted herein or the exercise of any disclaimer.

I. **Governing Law**. This Agreement is governed by the law of the State of Florida.

J. **Mandatory Notice Required by Florida Law.** The trustee of a trust may have duties and responsibilities in addition to those described in the instrument creating the trust. If you have questions, you should obtain legal advice.

K. **Release of Medical Information.**

1. Disability of Beneficiary. Upon the written request of the Independent Trustee

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(with or without the concurrence of co-Trustees) issued to any current income or principal beneficiary (including discretionary beneficiaries) for whom a determination of Disability is relevant to the administration of a trust hereunder and for whom a Trustee (with or without the concurrence of co-Trustees) desires to make such a determination, such beneficiary shall issue to all Trustees including Independent Trustees (who shall be identified thereon both by name to the extent known and by class description) a valid authorization under the Health Insurance Portability and Accountability Act of 1996 and any other applicable or successor law authorizing all health care providers and all medical sources of such requested beneficiary to release protected health information of the requested beneficiary to all such Trustees that is relevant to the determination of the Disability of the requested beneficiary as Disability is defined hereunder. The period of each such valid authorization shall be for six months (or the earlier death of the requested beneficiary). If such beneficiary (or his or her legal representative if such beneficiary is a minor or legally disabled) refuses within thirty days of receipt of the request to provide a valid authorization, or at any time revokes an authorization within its term, the Trustee shall treat such beneficiary as Disabled hereunder until such valid authorization is delivered.

2. Disability of Trustee. Upon the request to a Trustee, including myself and an Independent Trustee, that is an individual by (a) a co-Trustee, or if none, (b) the person or entity next designated to serve as a successor Trustee not under legal incapacity, or if none, (c) any adult current income or principal beneficiary not under legal incapacity, or in any event and at any time (d) a court of competent jurisdiction, such Trustee shall issue to such person and all persons, courts of competent jurisdiction, and entities (who shall be identified thereon both by name to the extent known and by class description), with authority hereunder to determine such requested Trustee's Disability, a valid authorization under the Health Insurance Portability and Accountability Act of 1996 and any other applicable or successor law authorizing all health care providers and all medical sources of such requested Trustee to release protected health information of the requested Trustee to such persons, courts and entities, that is relevant to the determination of the Disability of the requested Trustee as Disability is defined hereunder. The period of each such valid authorization shall be for six months (or the earlier death or resignation of the requested Trustee). If such requested Trustee refuses within thirty days of receipt of the request to deliver a valid authorization, or at any time revokes an authorization within its term, such requested Trustee shall thereupon be treated as having resigned as Trustee hereunder.

3. Authorization to Issue Certificate. All required authorizations under this paragraph shall include the power of a physician or psychiatrist to issue a written certificate to the appropriate persons or entities as provided in paragraph II.D.3 hereof.

ARTICLE III. FIDUCIARIES

A. Powers of the Trustee. The Trustee has the powers now or hereafter provided by law and the following powers exercisable without court approval, provided, however, that the Trustee shall exercise all powers in a fiduciary capacity:

1. Investments. To sell or exchange at public or private sale and on credit or

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otherwise, with or without security, and to lease for any term or perpetually, any property, real and personal, at any time forming a part of the trust estate (the ***"estate"***); to grant and exercise options to buy or sell; to make purchases from my estate, any trust established by me during my lifetime, for full and adequate consideration and to make loans to my estate for adequate and reasonable interest and security, and the Trustee is expressly authorized to purchase stock and securities for adequate and full consideration owned by my estate, any trust established by me during my lifetime, whether such stock and securities are issued by closely held corporations or publicly traded corporations; to invest or reinvest in real or personal property of every kind, description and location; and to receive and retain any such property whether originally a part of any trust herein created or subsequently acquired, even if the Trustee is personally interested in such property, and without liability for any decline in the value thereof; all without limitation by any statutes or judicial decisions whenever enacted or announced, regulating investments or requiring diversification of investments, it being my intention to give the broadest investment powers and discretion to the Trustee. Any bank, trust company, or other corporate trustee serving hereunder as Trustee is authorized to invest in its own common trust funds.

2. Special Investments. The Trustee is expressly authorized (but not directed) to retain, make, hold, and dispose of investments not regarded as traditional for trusts, including interests or investments in privately held business and investment entities and enterprises, including without limitation stock in closely held corporations, limited partnership interests, joint venture interests, mutual funds, business trust interests, and limited liability company membership interests, notwithstanding (a) any applicable prudent investor rule or variation thereof, (b) common law or statutory diversification requirements (it being my intent that no such duty to diversify shall exist) (c) a lack of current cash flow therefrom, (d) the presence of any risk or speculative elements as compared to other available investments (it being my intent that the Trustee have sole and absolute discretion in determining what constitutes acceptable risk and what constitutes proper investment strategy), (e) lack of a reasonable rate of return, (f) risks to the preservation of principal, (g) violation of a Trustee's duty of impartiality as to different beneficiaries (it being my intent that no such duty exists for this purpose), and (h) similar limitations on investment under this Agreement or under law pertaining to investments that may or should be made by a Trustee (including without limitation the provisions of Fla.Stats. §518.11 and successor provisions thereto that would characterize such investments as forbidden, imprudent, improper or unlawful). The Trustee shall not be responsible to any trust created hereunder or the beneficiaries thereof for any loss resulting from any such authorized investment, including without limitation loss engendered by the higher risk element of that particular entity, investment, or enterprise, the failure to invest in more conservative investments, the failure to diversify trust assets, the prudent investor rule or variant thereof. Notwithstanding any provisions for distributions to beneficiaries hereunder, if the Trustee determines that the future potential investment return from any illiquid or closely held investment asset warrants the retention of that investment asset or that sufficient value could not be obtained from the sale or other disposition of an illiquid or closely held investment asset, the Trustee is authorized to retain that asset and if necessary reduce the distributions to beneficiaries due to lack of sufficient liquid or marketable assets. However, the preceding provisions of this Subparagraph shall not reduce any income distributions otherwise required hereunder for a "qualified subchapter S trust" as that term is defined in Code Section 1361(d)(3).

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3. Distributions. To make any division or distribution pro rata or non-pro rata, in cash or in kind, and to allocate undivided interests in property and dissimilar property (without regard to its tax basis) to different shares.

4. Management. To manage, develop, improve, partition or change the character of an asset or interest in property at any time; and to make ordinary and extraordinary repairs, replacements, alterations and improvements, structural or otherwise.

5. Borrowing. To borrow money from anyone on commercially reasonable terms, including entities owned in whole or in part by the trust, a Trustee, beneficiaries and other persons who may have a direct or indirect interest in a Trust; and to mortgage, margin, encumber and pledge real and personal property of a trust as security for the payment thereof, without incurring any personal liability thereon and to do so for a term within or extending beyond the terms of the trust and to renew, modify or extend existing borrowing on similar or different terms and with the same or different security without incurring any personal liability; and such borrowing from a Trustee may be with or without interest, and may be secured with a lien on trust assets.

6. Lending. To extend, modify or waive the terms of any obligation, bond or mortgage at any time forming a part of a trust and to foreclose any such mortgage; accept a conveyance of encumbered property, and take title to the property securing it by deed in lieu of foreclosure or otherwise and to satisfy or not satisfy the indebtedness securing said property; to protect or redeem any such property from forfeiture for nonpayment of taxes or other lien; generally, to exercise as to such bond, obligation or mortgage all powers that an absolute owner might exercise; and to loan funds to beneficiaries at commercially reasonable rates, terms and conditions.

7. Abandonment of Property. To abandon any property or asset when it is valueless or so encumbered or in such condition that it is of no benefit to a trust. To abstain from the payment of taxes, liens, rents, assessments, or repairs on such property and/or permit such property to be lost by tax sale, foreclosure or other proceeding or by conveyance for nominal or no consideration to anyone including a charity or by escheat to a state; all without personal liability incurred therefor.

8. Real Property Matters. To subdivide, develop or partition real estate; to purchase or sell real property and to enter into contracts to do the same; to dedicate the same to public use; to make or obtain the location of any plats; to adjust boundaries; to adjust differences in valuations on exchange or partition by giving or receiving consideration; and, to grant easements with or without consideration as the Trustee may determine; and to demolish any building, structures, walls and improvements, or to erect new buildings, structures, walls and improvements and to insure against fire and other risks; and to protect and conserve, or to lease, or to encumber, or otherwise to manage and dispose of the real property to the extent such power is not otherwise granted herein or otherwise restricted herein.

9. Claims. To enforce, compromise, adjust, arbitrate, release or otherwise settle or pay any claims or demands by or against a trust.

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10. Business Entities. To deal with any business entity or enterprise even if a Trustee is or may be a fiduciary of or own interests in said business entity or enterprise, whether operated in the form of a corporation, partnership, business trust, limited liability company, joint venture, sole proprietorship, or other form (all of which business entities and enterprises are referred to herein as "***Business Entities***"). I vest the Trustee with the following powers and authority in regard to Business Entities:

a. To retain and continue to operate a Business Entity for such period as the Trustee deems advisable;

b. To control, direct and manage the Business Entities. In this connection, the Trustee, in its sole discretion, shall determine the manner and extent of its active participation in the operation and may delegate all or any part of its power to supervise and operate to such person or persons as the Trustee may select, including any associate, partner, officer or employee of the Business Entity;

c. To hire and discharge officers and employees, fix their compensation and define their duties; and similarly to employ, compensate and discharge agents, attorneys, consultants, accountants, and such other representatives as the Trustee may deem appropriate; including the right to employ any beneficiary or fiduciary in any of the foregoing capacities;

d. To invest funds in the Business Entities, to pledge other assets of a trust as security for loans made to the Business Entities, and to lend funds from a trust to the Business Entities;

e. To organize one or more Business Entities under the laws of this or any other state or country and to transfer thereto all or any part of the Business Entities or other property of a trust, and to receive in exchange such stocks, bonds, partnership and member interests, and such other securities or interests as the Trustee may deem advisable;

f. To treat Business Entities as separate from a trust. In a Trustee's accounting to any beneficiary, the Trustee shall only be required to report the earnings and condition of the Business Entities in accordance with standard business accounting practice;

g. To retain in Business Entities such net earnings for working capital and other purposes of the Business Entities as the Trustee may deem advisable in conformity with sound business practice;

h. To sell or liquidate all or any part of the Business Entities at such time and price and upon such terms and conditions (including credit) as the Trustee may determine. My Trustee is specifically authorised and empowered to make such sale to any person, including any partner, officer, or employee of the Business Entities, a fiduciary, or to any beneficiary; and

i. To guaranty the obligations of the Business Entities, or pledge assets of a trust

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to secure such a guaranty.

11. Principal and Income. To allocate items of income or expense between income and principal as permitted or provided by the laws of the State of Florida, provided, unless otherwise provided in this instrument, the Trustee shall establish out of income and credit to principal reasonable reserves for depreciation, obsolescence and depletion, determined to be equitable and fair in accordance with some recognized reasonable and preferably uncomplicated trust accounting principle and; provided, further that the Trustee shall not be required to provide a rate of return on unproductive property unless otherwise provided in this instrument.

12. Life Insurance. The Trustee (or the Independent Trustee if I am serving as Trustee or if a Related or Subordinate Party is serving as Trustee) is authorized to purchase one or more life insurance policies on my life, the life of any beneficiary described herein, or any spouse or lineal ascendant or lineal descendant of myself or such beneficiaries. The following provisions shall apply with respect to any insurance policies constituting an asset of any trust herein created:

a. General Powers. The Trustee shall have the power to pay premiums; to apply dividends in reduction of such premiums; to borrow against the cash values thereof; to convert such policies into other forms of insurance, including paid-up insurance; to exercise any settlement options provided in any such policies; to receive the proceeds of any policy upon its maturity and to administer such proceeds as part of the principal of the trust; and in general, to exercise all other options, benefits, rights and privileges under such policies; provided, however, no Trustee other than a sole Trustee may exercise any incidents of ownership with respect to policies of insurance insuring the Trustee's own life.

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b. Payment of Premiums. The Trustee shall be under no obligation to pay the premiums which may become due and payable under the provisions of any policy of insurance subject to this trust, or to make certain that such premiums are paid by myself or any other person, or to notify any persons of the nonpayment of such premiums, and it shall be under no responsibility or liability of any kind in case such premiums are not paid, except that it shall apply any dividends received by it on such policy to the payment of premiums thereon. Upon notice at any time during the continuance of this trust that the premiums due upon such policies are in default, or that premiums to become due will not be paid, either by myself or by any other person, the Trustee, within its sole discretion, may apply any cash values attributable to such policy to the purchase of paid-up insurance or of extended term insurance, or may borrow upon such policy for the payment of premiums due thereon or may accept the cash values of such policy upon its forfeiture. If facts shall occur, under the terms of the policy which shall enable a waiver of the payment of future premiums, the Trustee, upon receipt of written notice of such facts, shall promptly notify the insurance company which has issued such policy, and shall take any and all steps necessary to make such waiver of premium provision effective.

c. Collection of Proceeds. Upon the death of an insured the proceeds of the insurance policies insuring that life which are then subject to this trust shall be collected by the Trustee.

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The Trustee shall have full authority to take any action with regard to the collection that it deems best and to pay any expenses thereof out of the trust estate. However, it shall not be required to enter into or maintain any litigation to enforce payment of such policies until it shall have been indemnified to its satisfaction against all expenses and liabilities to which it might, in its judgment, be subjected by any such action on its part. The Trustee shall have full authority to make any compromise or settlement with respect to any such policies and to give to all insurance companies the necessary and proper releases and acquittances in full discharge of all their liabilities under such policies. Only the net proceeds of insurance policies subject to this trust shall be collected by the Trustee.

d. Liability of Insurance Company. No insurance company, whose policies shall be subject to this trust and who shall make payment of the proceeds thereof to the Trustee, shall be required to inquire into or take notice of any of the terms or conditions of this trust or to see to the application or disposition of the proceeds of such policies. The receipt of the Trustee to any such insurance company shall be effectual to release and discharge it for any payment so made and shall be binding upon every beneficiary of the trusts herein created.

13. Continuing Power. To continue to have or exercise, after the termination of a trust, in whole or in part, and until final distribution thereof, all title, power, discretions, rights and duties conferred or imposed upon the Trustee by law or by this Agreement or during the existence of the trust.

14. Exoneration. To provide for the exoneration of the Trustee from any personal liability on account of any arrangement or contract entered into in a fiduciary capacity.

15. Agreements. To comply with, amend, modify or rescind any agreement made during my lifetime, including those regarding the disposition, management or continuation of any closely held unincorporated business, corporation, partnership or joint venture, and including the power to complete contracts to purchase and sell real estate.

16. Voting. To vote and give proxies, with power of substitution to vote, stocks, bonds and other securities, or not to vote a security.

17. Combination of Shares. To hold the several shares of a trust or several Trusts as a common fund, dividing the income proportionately among them, to assign undivided interests to the several shares or Trusts, and to make joint investments of the funds belonging to them. For such purposes and insofar as may be practicable, the Trustee, to the extent that division of the trust estate is directed hereby, may administer the trust estate physically undivided until actual division thereof becomes necessary to make distributions. The Trustee may hold, manage, invest and account for whole or fractional trust shares as a single estate, making the division thereof by appropriate entries in the books of account only, and may allocate to each whole or fractional trust share its proportionate part of all receipts and expenses; provided, however, this carrying of several Trusts as a single estate shall not defer the vesting in possession of any whole or fractional share of a trust for the beneficiaries thereof at the times specified herein.

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18. Reimbursement. To reimburse itself from a trust for reasonable expenses incurred in the administration thereof.

19. Reliance Upon Communication. To rely, in acting under a trust, upon any letter, notice, certificate, report, statement, document or other paper, or upon any telephone, telegraph, cable, wireless or radio message, if believed by the Trustee to be genuine, and to be signed, sealed, acknowledged, presented, sent, delivered or given by or on behalf of the proper person, firm or corporation, without incurring liability for any action or inaction based thereon.

20. Assumptions. To assume, in the absence of written notice to the contrary from the person or persons concerned, that a fact or an event, by reason of which an interest or estate under a trust shall commence or terminate, does not exist or has not occurred, without incurring liability for any action or inaction based upon such assumption.

21. Removal of Assets. The Trustee may remove from the domiciliary state during the entire duration of a trust or for such lesser period as it may deem advisable, any cash, securities or other property at any time in its hands whether principal or not, and to take and keep the same outside the domiciliary state and at such place or places within or outside the borders of the United States as it may determine, without in any event being chargeable for any loss or depreciation to the trust which may result therefrom.

22. Change of Situs. The situs and/or applicable law of any trust created hereunder may be transferred to such other place as the Trustee may deem to be for the best interests of the trust estate. In so doing, the Trustee may resign and appoint successor Trustees, but may remove such successor Trustees so appointed and appoint others. Each successor Trustee may delegate any and all fiduciary powers, discretionary and ministerial, to the appointing Trustee as its agent.

23. Fiduciary Outside Domiciliary State. In the event no Trustee shall be able and willing to act as Trustee with respect to any property located outside the domiciliary state, the Trustee, without order of court, may appoint another individual or corporation (including any employee or agent of any Trustee) to act as Trustee with respect to such property. Such appointed Trustee shall have all of the powers and discretions with respect to such property as are given to the appointing Trustee with respect to the trust. The appointing Trustee may remove such appointed Trustee and appoint another upon ten (10) days notice in writing. All income from such property, and if such property is sold, exchanged or otherwise disposed of, the proceeds thereof, shall be remitted to the appointing Trustee, to be held and administered by it as Trustee hereunder. Such appointed Trustee may employ the appointing Trustee as agent in the administration of such property. No surety shall be required of any Trustee or agent acting under the provisions of this paragraph. No periodic court or statutory accounting shall be required of such appointed Trustee.

24. Additions. To receive and accept additions to the Trusts in cash or in kind from donors, Personal Representatives, administrators, Trustees or attorneys in fact, including additions of my property by the Trustee or others as my attorneys in fact.

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25. Title and Possession. To have title to and possession of all real or personal property held in the Trusts, and to register or hold title to such property in its own names or in the name of its nominee, without disclosing its fiduciary capacity, or in bearer form.

26. Agents. To employ persons, including attorneys, auditors, investment advisers, and agents, even if they are the Trustee or associated with the Trustee, to advise or assist the Trustee in the performance of its administrative duties and to pay compensation and costs incurred in connection with such employment from the assets of the Trust; to act without independent investigation upon their recommendations; and, instead of acting personally, to employ one or more agents to perform any act of administration, whether or not discretionary.

27. Tax Elections. To file tax returns, and to exercise all tax-related elections and options at its discretion, without compensating adjustments or reimbursements between any of the Trusts or any of the trust accounts or any beneficiaries.

28. Tax Reimbursement. To pay, from time to time in the Independent Trustee's sole and absolute discretion, to me or the Personal Representatives of my estate, on a cumulative basis as may be necessary, such amounts as I or my Personal Representatives shall certify as is necessary to discharge my tax liability (whether federal, state or otherwise) in respect of income realized by the Trust and not distributed to me; provided, however, this authority shall only be exercised by the Independent Trustee hereunder, and I shall not make or participate in making any discretionary distribution pursuant to this Subparagraph. The Independent Trustee shall have no obligation to reimburse me for any income taxes imposed on me by law and paid by me on Trust income or gains.

If I am serving as Trustee hereunder or if a Related or Subordinate Party is serving as Trustee hereunder, any powers and discretions provided under this Subparagraph III.A. to the Trustee that would result in gross estate inclusion of assets of this Trust under Code §§ 2036, 2038, or 2042, or successor provisions thereto, shall not be exercisable by me or such related or subordinate Trustee, and shall be exercisable only by the other Trustees who are not related or subordinate to me, or if none, by the Independent Trustee.

B. Resignation or Removal. The Trustee may resign with or without cause, by giving written notice, specifying the effective date of such resignation to his or her successor Trustee and to the current income beneficiaries, at the time of giving notice. I (or my spouse if she is serving as sole Trustee) reserve the right to remove a Trustee or co-Trustee from office, with or without cause, by giving written notice, specifying the effective date of such resignation to the removed Trustee, to his or her successor Trustee, and to the current income beneficiaries. Upon the resignation or removal of a Trustee, such Trustee shall be entitled to reimbursement from the Trust for all reasonable expenses incurred in the settlement of accounts and in the transfer of assets to his or her successor. For purposes of this Subparagraph, the Trustee shall include the Independent Trustee.

C. Appointment of Successor Trustee.

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1. Appointment. Upon a Trustee's resignation (including the Independent Trustee), or if a Trustee becomes Disabled or for any reason ceases to serve as Trustee (including the Independent Trustee), I (or my spouse if she is serving as sole Trustee) may appoint any person or persons as successor Trustee, co-Trustee or Independent Trustee, and in the case of the Independent Trustee it shall not be a Related or Subordinate Party, nor a person related or subordinate to me within the meaning of Code Section 672(c), the Treasury Regulations issued thereunder, and successor provisions thereto. Notwithstanding the foregoing, if either of the designated co-Trustees hereunder cannot continue to serve, the remaining co-Trustee shall serve alone in the absence of either of us designating a successor co-Trustee. Notwithstanding the foregoing, if a named Trustee is not a U.S. citizen or resident at the time of commencement of his term as Trustee, such Trustee should give due consideration to declining to serve to avoid potential adverse U.S. income tax consequences by reason of the characterization of a trust hereunder as a foreign trust under the Code, but shall not be construed to have any duty to so decline if such Trustee desires to serve. There shall always be a Trustee and an Independent Trustee serving hereunder, provided that the same person or entity may serve in both capacities.

2. Specific Trusts. Notwithstanding the preceding provisions of this Subparagraph III.C, subsequent to the death of the survivor of my spouse and me, I specifically appoint the following person or persons as Trustee of the following Trusts:

a. Trustee of Separate Trusts for My Lineal Descendants. With regard to a separate trust held for a lineal descendant of mine hereunder under which such lineal descendant is the principal beneficiary, each such lineal descendant of mine shall serve as co-Trustee with the then serving Trustee upon attaining age thirty (30) years, and each such lineal descendant shall serve as sole Trustee upon attaining age thirty-five (35) years, provided, however, that there shall always be an Independent Trustee serving of such separate trust. While serving as sole Trustee, a lineal descendant of mine may designate an co-Trustee to serve with such lineal descendant and each such lineal descendant may remove and/or replace such co-Trustee with another from time to time.

b. Trustee of Separate Trust for a Spouse of a Lineal Descendant of Mine. A corporate fiduciary shall serve as Trustee and Independent Trustee of any separate trust held for the benefit of a spouse of a lineal descendant of mine. Such corporate fiduciary shall be an entity with trust powers under state law and no less than One Billion ($1,000,000,000.00) Dollars under trust management (itself and its affiliates).

3. Successor Trustees Not Provided For. Whenever a successor Trustee or co-Trustee (including the Independent Trustee) is required and no successor or other functioning mechanism for succession is provided for under the terms of this Trust Agreement , the last serving Trustee (or Independent Trustee, as the case may be) or the last person or entity designated to serve as Trustee of the applicable trust (or Independent Trustee, as the case may be) may appoint his or her successor, and if none is so appointed, the following persons shall appoint a successor Trustee or Independent Trustee (who may be one of the persons making the appointment if over the age of thirty years):

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a. The remaining Trustees, if any; otherwise,

b. The principal beneficiary or the spouse of a principal beneficiary for whom a separate trust is held.

The appointment shall be by a written document executed by such person in the presence of two witnesses and acknowledged before a notary public delivered to the appointed Trustee and to me if I am living and not Disabled or in a valid last Will.

4. Power to Remove Trustee. Subsequent to the death of the survivor of my spouse and me, the age 35 or older principal beneficiary of a Trust, or the spouse of a principal beneficiary for whom a separate trust is held, shall have the power to unanimously remove a Trustee, co-Trustee or Independent Trustee (including the designated Independent Trustee or Independent co-Trustees hereunder as the case may be) of such Trust at any time with or without cause other than a successor Trustee or Independent Trustee appointed by me or my spouse at death under our last Wills, with the successor Trustee or Independent Trustee to be determined in accordance with the foregoing provisions.

D. Method of Appointment of Trustee. Any such appointment of a successor Trustee by a person shall be made in a written instrument executed by such person in the presence of two witnesses and acknowledged before a notary public which is delivered to such appointed Trustee during the lifetime of the person making such appointment, or any such appointment of a successor Trustee by a person may be made under the last Will of such person.

E. Successor Fiduciaries. No Trustee is responsible for, nor has any duty to inquire into, the administration, acts or omissions of any executor, administrator, Personal Representative, or trustee or attorney-in-fact adding property to these Trusts, or of any predecessor Trustee. Each successor Trustee has all the powers, privileges, immunities, rights and title (without the execution of any instrument of transfer or any other act by any retiring Trustee) and all the duties of all predecessors.

F. Liability and Indemnification of Trustee.

1. Liability in General. No individual Trustee (that is, a Trustee that is not a corporation or other entity) shall be liable for any of his or her actions or failures to act as Trustee, even if the individual Trustee is found by a court to have been negligent or in breach of fiduciary duty, except for liability caused by his or her actions or failures to act done in bad faith or with reckless indifference to the purposes of the trust or the interests of the beneficiaries. Each Trustee that is a corporation or other entity will be liable for its actions or failures to act that are negligent or that breach its fiduciary duty, without contribution by any individual Trustee.

2. Indemnification of Trustee. Except in regard to liabilities imposed on a Trustee under the preceding paragraph, each Trustee shall be held harmless and indemnified from the assets of the trust for any liability, damages, attorney's fees, expenses, and costs incurred as a result of its service as Trustee. A Trustee who ceases to serve for any reason will be entitled to receive reasonable security

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from the assets of the trust to protect it from liability, and may enforce these provisions for indemnification against the current Trustee or against any assets held in the trust, or if the former Trustee is an individual and not a corporation or other entity, against any beneficiary to the extent of distributions received by that beneficiary. This indemnification right extends to the estate, Personal Representatives, legal successors and assigns of a Trustee.

3. Indemnification of Trustee - Additional Provisions. I recognize that if a beneficiary accuses a Trustee of wrongdoing or breach of fiduciary duty, the Trustee may have a conflict of interest that ordinarily would prevent it from paying legal fees and costs from the trust estate to defend itself. I do not want to put a financial burden on any individual named to serve as a Trustee. Just as important, I do not want an individual who has been selected to serve as a Trustee to be reluctant to accept the position, or while serving to be intimidated in the performance of the Trustee's duties because of the threats of lawsuits that might force the Trustee to pay fees and costs from the Trustee's personal resources. For this reason, I deliberately and intentionally waive any such conflict of interest with respect to any individual serving as Trustee so that he or she can hire counsel to defend himself or herself against allegations of wrongdoing or if sued for any reason (whether by a beneficiary or by someone else) and pay all fees and costs for his or her defense from the trust estate until the dispute is resolved. I understand and agree that a court may award, disallow or allocate fees and costs in whole or in part after the dispute is resolved, as provided by law. The Trustee will account for all such fees and costs paid by it as provided by law. This provision shall not apply to any Trustee that is a corporation or other entity.

G. Compensation, Bond. Each Trustee is entitled to be paid reasonable compensation for services rendered in the administration of the Trust. Reasonable compensation for a non-individual Trustee will be its published fee schedule in effect when its services are rendered unless otherwise agreed in writing, and except as follows. Any fees paid to a non-individual Trustee for making principal distributions, for termination of the trust, and upon termination of its services must be based solely on the value of its services rendered, not on the value of the trust principal. During my lifetime the Trustee's fees are to be charged wholly against income (to the extent sufficient), unless directed otherwise by me in writing. Each Trustee shall serve without bond.

H. Maintenance of Records. The Trustee shall maintain accurate accounts and records. It shall render annual statements of the receipts and disbursements of income and principal of a Trust upon the written request of any adult vested beneficiary of such Trust or the guardian of the person of any vested beneficiary and the approval of such beneficiary shall be binding upon all persons then or thereafter interested in such Trust as to the matters and transactions shown on such statement. The Trustee may at any time apply for a judicial settlement of any account. No Trustee shall be required to file any statutory or other periodic accountings of the administration of a Trust.

I. Interested Trustee. The Trustee may act under this Agreement even if interested in these Trusts in an individual capacity, as a fiduciary of another trust or estate (including my estate) or in any other capacity. The Trustee may in good faith enter into a sale, encumbrance, or other transaction involving the investment or management of trust property for the Trustee's own personal account or which is otherwise affected by a conflict between the Trustee's fiduciary and personal interests, without

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liability and without being voidable by a beneficiary. The Trustee is specifically authorized to make loans to, to receive loans from, or to sell, purchase or exchange assets in a transaction with (i) the Trustee's spouse, (ii) the Trustee's children or grandchildren, siblings, parents, or spouses of such persons, (iii) an officer, director, employee, agent, or attorney of the Trustee, or (iv) a corporation, partnership, limited liability company, or other business entity in which the Trustee has a financial interest, provided that in any transaction the trusts hereunder receive fair and adequate consideration in money or money's worth. The Trustee may renounce any interest or expectancy of a trust in, or an opportunity to participate in, specified business opportunities or specified classes or categories of business opportunities that are presented to the Trustee. Such renunciation shall not prohibit the Trustee from participating in the Trustee's individual capacity in such opportunity or expectancy.

J. **Third Parties**. No one dealing with the Trustee need inquire into its authority or its application of property.

K. **Merger of Trusts**. If the Trustee is also trustee of a trust established by myself or another person by will or trust agreement, the beneficiaries to whom income and principal may then be paid and then operative terms of which are substantially the same as those of a Trust held under this Agreement, the Trustee in its discretion may merge either such trust into the other trust. The Trustee, in exercising its discretion, shall consider economy of administration, convenience to the beneficiaries, tax consequences and any other factor it considers important. If it is later necessary to reestablish the merged trust as separate trusts, it shall be divided proportionately to the value of each trust at the time of merger.

L. **Multiple Trustees.** Except as specifically provided herein as to the allocation of powers or discretion of the Independent Trustee, if two Trustees are serving at any time, any power or discretion of the Trustees may be exercised only by their joint agreement. Either Trustee may delegate to the other Trustee the authority to act on behalf of both Trustees and to exercise any power held by the Trustees. If more than two Trustees are serving at any time, and unless unanimous agreement is specifically required by the terms of this Trust Agreement, any power or discretion of the Trustees may be exercised only by a majority. The Trustees may delegate to any one or more of themselves the authority to act on behalf of all the Trustees and to exercise any power held by the Trustees. Trustees who consent to the delegation of authority to other Trustees will be liable for the consequences of the actions of those other Trustees as if the consenting Trustees had joined the other Trustees in performing those actions. A dissenting Trustee who did not consent to the delegation of authority to another Trustee and who has not joined in the exercise of a power or discretion cannot be held liable for the consequences of the exercise. A dissenting Trustee who joins only at the direction of the majority will not be liable for the consequences of the exercise if the dissent is expressed in writing delivered to any of the other Trustees before the exercise of that power or discretion.

ARTICLE IV. INDEPENDENT TRUSTEE

A. **In General**. The Independent Trustee shall have only those duties, obligations, and

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powers hereunder expressly provided to it, and the Trustee shall not participate in any affirmative duties provided to the Independent Trustee. Otherwise, the provisions hereunder applicable to the Trustee shall be applicable also to the Independent Trustee except where the context differentiates between a Trustee and an Independent Trustee, including without limitation provisions relating to liability and indemnification of trustees. In the event of any conflict between the powers granted hereunder to both the Trustee and the Independent Trustee, the powers of the Independent Trustee shall have priority over the Trustee. Thus, for example, if the Independent Trustee determines to invest in a Closely Held Interest, such investment is permissible notwithstanding that it reduces the assets available for other investments by the Trustee.

B. Who May Serve. Notwithstanding any other provisions of this Trust Agreement to the contrary, including without limitation powers in myself or others to appoint additional or successor Trustees or Independent Trustees, at no time shall a person or entity serve as an Independent Trustee hereunder if such person or entity is a Related or Subordinate Party or is related or subordinate to me within the meaning of Code Section 672(c), the Treasury Regulations issued thereunder, and successor provisions thereto, nor shall I be eligible to serve.

C. Limited Power of Amendment.

1. Amendment Power. In the case of each separate Trust at any time in existence hereunder, such Trust's then Independent Trustee, other than any (i) who has ever made a gift transfer to such trust, or (ii) who is prohibited by the provisions of Subparagraph IV.C.2 below from participating in the amendment involved, from time to time may, notwithstanding any other provision of this instrument, amend or restate this instrument, including its dispositive, administrative and other provisions of all kinds, in order to permit the Trustees hereunder (including the Independent Trustee):

a. To address tax and/or other circumstantial changes that may affect such Trust and/or its beneficiaries,

b. To take advantage of changed trust drafting approaches to address potential trust problems, and/or

c. To remove from the governing trust instrument any provisions which have become "deadwood" (i.e., no longer operative in the ongoing administration of such trust due to changed circumstances)

with respect to (i) such Trust, and (ii) all trusts that are subsequently to come into existence under this instrument to hold part or all of the assets of such Trust, in whatever way or ways, such Independent Trustee, in the exercise of its sole discretion, may deem appropriate in the best interests, as interpreted by such Independent Trustee alone, of the principal beneficiary of such Trust(s) and of each such principal beneficiary's family as a whole. Such Independent Trustee shall be guided by what, in the sole judgment of such Independent Trustee alone, would apparently be my original intent hereunder in the light of the changed circumstances. This power of amendment shall include, by way of example and not

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limitation, the power to:

d. Grant, reduce or eliminate general (as defined in Code Section 2041) and special powers of appointment with respect to part or all of any trust property (such powers may be made subject to any conditions or consents and limited to such objects as may be described in the grant or reduction of each power);

e. Add mandatory distribution or set aside provisions for one or more beneficiaries or permissible distributees;

f. Divide a Trust into separate trusts or merge separate trusts together;

g. Provide for the creation of one or more separate subaccounts (equivalent to a separate trust) in any Trust hereunder with respect to which such subaccounts are more restrictive or other administrative or dispositive provisions are made applicable in order to permit some or all of the properties or interests that may at any time be held in or allocable to that Trust to be segregated and transferred to that subaccount to achieve some tax or other benefit that would otherwise not be available to such property or interest or to the principal beneficiary or one or more of the other current beneficiaries of that Trust (such as, by way of example and not limitation, to permit (i) such property, interest or beneficiary to qualify for some governmental or tax benefit, generation-skipping transfer tax exemption or Code Section 2032A election, or (ii) a disclaimer to be made; and

h. Restrict in any way, revocably or irrevocably, the future exercise of any power held by any beneficiaries, myself, and/or a Trustee (including Independent Trustee) hereunder.

2. Limitations on Amendment Power. Notwithstanding the foregoing, however, under no circumstances shall any such amendment:

a. Extend the period of any such trust's existence beyond the already applicable rule against perpetuities limitation period specified in Subparagraph I.G;

b. Diminish in any way (that is not controlled by the beneficiary) any enforceable right any beneficiary may already have (under the then terms of this instrument) to receive the income of any trust, currently or at any time in the future (but, to the extent an amendment benefits or grants a power to a current beneficiary of any trust, it may diminish the rights of one or more beneficiaries to receive in the future the income of that trust or of any trust subsequently to come into existence to hold part or all of the assets of that trust);

c. Reduce in any way the restrictions and limitations on or liabilities of (i) myself hereunder, including without limitation Subparagraph I.A or as a fiduciary as set forth in Subparagraph III.F, or (ii) this Article IV. This shall not be interpreted to limit the ability of the Independent Trustee to increase such restrictions, limitations and liabilities;

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d. Result in any direct or indirect financial benefit to anyone who is not presently or in the future a lineal descendant of mine or the spouse of lineal descendant of mine while married to a lineal descendant of mine;

e. Make any change that would have the effect of disqualifying any such trust insofar as such trust, prior to such amendment, otherwise qualified for and was in fact already taking advantage of, while such advantage otherwise will continue, (i) any exemption from a surviving spouse's elective right or from any creditor's right to levy on any beneficiary's interest in any such trust, or (ii) any substantial deduction, credit, exclusion or other tax benefit (such as any charitable deduction, any annual gift tax exclusion, Code Section 2032A election, a generation-skipping tax exemption, the opportunity to be a stockholder in an S corporation without adversely affecting the S election of such corporation, a significant grandfathered status under some changed law, and so on).

3. Method of Amendment. Any such amendment shall be by written instrument, executed by such amending Independent Trustee with all the formalities of a deed, setting forth the trust or trusts hereunder to which the amendment applies and the effective date of such amendment.

ARTICLE V. ADDITIONAL TAX MATTERS

A. GST Trusts. I direct (a) that the Trustee shall divide any Trust to which there is allocated any GST exemption into two separate Trusts (each subject to the provisions hereof) so that the generation-skipping tax inclusion ratio of one such Trust is zero, (b) any property exempt from generation-skipping taxation shall be divided as otherwise provided herein and held for the same persons designated in Trusts separate from any property then also so divided which is not exempt from generation-skipping taxation, and (c) if upon the death of a beneficiary a taxable termination would otherwise occur with respect to any property held in Trust for him or her with an inclusion ratio greater than zero, such beneficiary shall have with respect only to such property a power to appoint such fractional share thereof which if included in such beneficiary's gross estate for federal estate tax purposes (without allowing any deduction with respect to such share) would not be taxed at the highest federal estate tax rate and such fractional share of such property shall be distributed to such persons including only such beneficiary's estate, spouse, and issue, as such beneficiary may appoint, and any part of a Trust such beneficiary does not effectively appoint shall be treated as otherwise provided for disposition upon his or her death, provided, if upon his or her death two or more Trusts for his or her benefit are directed to be divided among and held or distributed for the same persons and the generation-skipping tax inclusion ratio of any such Trust is zero, the amount of any other such Trust to which there is allocated any of such beneficiary's GST exemption shall be added to the Trusts with generation-skipping tax inclusion ratios of zero in equal shares.

I request (but do not require) that if two or more Trusts are held hereunder for any person, no principal be paid to such person from the Trusts with the lower inclusion ratios for generation-skipping tax purposes unless the Trust with the highest inclusion ratio has been exhausted by use, consumption, distribution or otherwise or is not reasonably available. For purposes of funding any pecuniary payment

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or trust division to which there is allocated any GST exemption, such payment or trust division allocation shall be satisfied with cash or property which fairly represents appreciation and depreciation (occurring between the valuation date and the date of distribution) in all of the assets from which such distribution or allocation could be made, and any pecuniary payment made before a residual transfer of property to which any GST exemption is allocated shall be satisfied with cash or property which fairly represents appreciation and depreciation (occurring between the valuation date and the date of distribution) in all of the assets from which such pecuniary payment could be satisfied and shall be allocated a pro rata share of income earned by all such assets between the valuation date and the date of payment. The valuation date with respect to any property shall be the date as of which its value is determined for federal estate tax purposes with respect to the transferor thereof, and subject to the foregoing, property distributed in kind in satisfaction of any pecuniary payment shall be selected on the basis of the value of such property on the valuation date. All terms used in this paragraph which are defined or explained in Chapter 13 of the Code shall have the same meaning when used herein. The Trustee is authorized and directed to comply with the provisions of the Treasury Regulations interpreting the generation skipping tax provisions of the Code in severing or combining any trust, creating or combining separate trust shares, allocating GST exemption, or otherwise, as necessary to best accomplish the foregoing allocations, inclusion ratios, combinations, and divisions, including, without limitation, the payment of "appropriate interest" as determined by the Trustee as that term is applied and used in said Regulations.

B. Individual Retirement Accounts. In the event that this Trust or any trust created under this Agreement is the beneficiary of an Individual retirement account established and maintained under Code Section 408 or a qualified pension, profit sharing or stock bonus plan established and maintained under Code Section 401 (referred to in this paragraph as "IRA"), the following provisions shall apply to such trust:

1. I intend that the beneficiaries of such trust shall be beneficiaries within the meaning of Code Section 401(a)(9) and the Treasury Regulations thereunder. All provisions of such trust shall be construed consistent with such intent. Accordingly, the following provisions shall apply to such trust:

a. No benefits from any IRA may be used or applied for the payment of any debts, taxes or other claims against my estate as set forth in the later paragraph captioned "Taxes", unless other assets of this Trust are not available for such payment.

b. In the event that a beneficiary of any trust created under this Agreement has a testamentary general power of appointment or a limited power of appointment over all or any portion of any trust established under this Agreement, and if such trust is the beneficiary of any benefits from any IRA, the beneficiary shall not appoint any part of such trust to a charitable organization or to a lineal descendant of mine who is older than the beneficiary whose life expectancy is being used to calculate distributions from such IRA.

2. The Trustee shall deliver a copy of this Agreement to the custodian of any IRA

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of which this Trust or any trust created under this Agreement is the named beneficiary within the time period prescribed Code Section 401(a)(9) and the Treasury Regulations thereunder, along with such additional items required thereunder. If the custodian of the IRA changes after a copy of this Agreement has been provided pursuant to the preceding sentence, the Trustee shall immediately provide a copy of this Agreement to the new custodian. The Trustee shall request each custodian to complete a receipt of the Agreement and shall attach such receipt to this Agreement. The Trustee shall provide a copy of each amendment of this Agreement to the custodian and shall obtain a receipt of such amendment.

C. **Subchapter S Stock**. Regardless of anything herein to the contrary, in the event that the principal of a Trust includes stock in a corporation for which there is a valid election to be treated under the provisions of Subchapter S of the Code, the income beneficiary of such a Trust is a U.S. citizen or U.S. resident for federal income tax purposes, and such Trust is not an "electing small business trust" under Code Section 1361(e)(1) in regard to that corporation, the Trustee[s] shall (a) hold such stock as a substantially separate and independent share of such Trust within the meaning of Code Section 663(c), which share shall otherwise be subject to all of the terms of this Agreement, (b) distribute all of the income of such share to the one income beneficiary thereof in annual or more frequent installments, (c) upon such beneficiary's death, pay all accrued or undistributed income of such share to the beneficiary's estate, (d) distribute principal from such share during the lifetime of the income beneficiary only to such beneficiary, notwithstanding any powers of appointment granted to any person including the income beneficiary, and (e) otherwise administer such share in a manner that qualifies it as a "qualified Subchapter S trust" as that term is defined in Code Section 1361(d)(3), and shall otherwise manage and administer such share as provided under this Agreement to the extent not inconsistent with the foregoing provisions of this paragraph.

D. **Taxes**. The Trustee shall pay to the Personal Representative of my estate from the principal of the Trust, but not from the portion of any asset or the proceeds thereof which would not otherwise be includible in my gross estate for estate tax purposes, such as the proceeds of insurance policies that are not includible in my estate, such amounts as the Personal Representative certifies, in writing, are required for the payment of estate, inheritance, succession and transfer taxes, including any interest or penalty thereon, which are payable by said Personal Representative by reason of my death and are attributable to assets held in this Trust (*i.e.,* to the extent that such taxes are increased by the taxability of such Trust assets). The Trustee may rely upon the correctness of such certifications and is exonerated from all liability for making payments in reliance thereon. Notwithstanding any distribution requirement herein, subsequent to my death the Trustee is authorized to retain in trust any amounts designated to be distributed until the earlier of the issuance of an estate tax closing letter from the Internal Revenue Service in regard to my estate or the closing of the federal estate tax statute of limitations for estate taxes arising by reason of my death.

E. **Taxpayer Identification Number**. By executing this Trust Agreement, the Trustee authorizes Tescher & Spallina, P.A. to apply for a taxpayer identification number from the Internal Revenue Service for the Trust.

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IN WITNESS WHEREOF, the parties hereto have executed this Trust Agreement on the date first above written.

GRANTOR and CO-TRUSTEE:

_____
SIMON L. BERNSTEIN

This instrument was signed by SIMON L. BERNSTEIN in our presence, and at the request of and in the presence of SIMON L. BERNSTEIN and each other, we subscribe our names as witnesses on this ____ day of _____, 2008:

_____
Print Name: _____
Address: _____
_____
_____

_____
Print Name: _____
Address: _____
_____
_____

Original

STATE OF FLORIDA
SS.
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ___ day of _____, 2008, by SIMON L. BERNSTEIN.

_____
Signature - Notary Public

[Seal with Commission Expiration Date]

_____
Print, type or stamp name of Notary Public

Personally Known _____ or Produced Identification _____
Type of Identification Produced _____

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CO-TRUSTEE:

_____
SHIRLEY BERNSTEIN

This instrument was signed by SHIRLEY BERNSTEIN in our presence, and at the request of and in the presence of SHIRLEY BERNSTEIN and each other, we subscribe our names as witnesses on this ____ day of _____, 2008:

_____
Print Name:_____
Address:_____
_____
_____

_____
Print Name:_____
Address:_____
_____
_____

Draft

STATE OF FLORIDA
SS.
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ___ day of _____, 2008, by SHIRLEY BERNSTEIN.

_____
Signature - Notary Public

[Seal with Commission Expiration Date]

_____
Print, type or stamp name of Notary Public

Personally Known _____ or Produced Identification _____
Type of Identification Produced _____

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INDEPENDENT TRUSTEE:

_____

This instrument _____ and each other, we subscribe our names as witnesses on this ____ day of _____, 2008:

_____
Print Name:_____
Address:_____
_____
_____

_____
Print Name:_____
Address:_____
_____
_____

STATE OF FLORIDA
SS.
COUNTY OF PALM BEACH

Draft

The foregoing instrument was acknowledged before me this ___ day of _____, 2008, by _____.

_____
Signature - Notary Public

[Seal with Commission Expiration Date]

_____
Print, type or stamp name of Notary Public

Personally Known _____ or Produced Identification _____
Type of Identification Produced _____

F:\WPDATA\drt\Bernstein, Shirley & Simon\Children's Trusts\Pamela B. Simon Family Trust.wpd [04 14:48 08 08]

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TRUST

ATTACHMENT

ITEM NO.	DESCRIPTION	AMOUNT
1	Cash	$1.00

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TED S. BERNSTEIN

FAMILY TRUST

Draft

Prepared by:

Tescher & Spallina, P.A.
2101 Corporate Blvd., Suite 107, Boca Raton, Florida 33431
(561) 998-7847
www.tescherlaw.com

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TED S. BERNSTEIN

FAMILY TRUST

THIS IRREVOCABLE TRUST AGREEMENT is made and entered into this ___ day of _____, 2008, by and between SIMON L. BERNSTEIN, a resident of Palm Beach County, Florida, as grantor, hereinafter referred to in the first person, SIMON L. BERNSTEIN and SHIRLEY BERNSTEIN as co-trustees (referred to as the ***"Trustee,"*** which term more particularly refers to all individuals and entities serving as trustee of a trust created hereunder during the time of such service, whether alone or as co-trustees, and whether originally serving or as a successor trustee), and _____ as the independent trustee (referred to as the ***"Independent Trustee,"*** which term more particularly refers to all individuals and entities serving as independent trustee of a trust created hereunder during the time of such service, whether alone or as co-trustees, and whether originally serving or as a successor independent trustee). I have delivered to the Trustee certain property as set forth in the Attachment annexed hereto, receipt of which is hereby acknowledged by the Trustee. Such property, and any additions to such property, shall be held in trust as provided in this Agreement.

ARTICLE I. TRUST ADMINISTRATION

A. Additions, Substitutions and Trust Irrevocable. I or any other person may cause additional property to be added hereunder at any time during life or at death by will, insurance or death benefit beneficiary designation or otherwise. I shall have no right or power, either alone or in conjunction with any other person, to alter, amend, revoke or terminate any of the terms of this Agreement in any manner whatever. Unless and until surrendered by me in a writing delivered to the Trustee, I retain the power, to be exercised in an individual and nonfiduciary capacity (*i.e.*, without any fiduciary duty to any beneficiary with respect to its exercise or nonexercise) and without requiring the consent or approval of any person, to from time to time reacquire trust principal by substituting other property of equivalent value for said principal. Notwithstanding the foregoing, said right of substitution shall not apply to any insurance policies on my life owned by this Trust that would cause me to have any incidents of ownership as that term is defined under Section 2042 of the Code and the Regulations thereunder. I shall have the right at any time or times by an instrument, in writing, delivered to the Trustee to relinquish the right of substitution provided for herein.

B. Rights of Withdrawal. In any calendar year during my life in which property is contributed to the Trust by gift, each Withdrawal Beneficiary with respect to such contribution, acting personally or through his or her legal or natural guardian or attorney-in-fact, is hereby granted the absolute right, with respect to each such contribution, by written instrument or instruments delivered to the Trustee prior to the termination of such right, to withdraw from the principal of the Trust, from time

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to time, an amount having an aggregate value (as of the date or dates of withdrawal) equal to such Withdrawal Beneficiary's Withdrawal Amount with respect to such contribution. Any such right to withdraw shall terminate at the earliest time and then to the extent that any such termination will not result in a taxable gift made by the individual holding the right, provided, no part of any right to withdraw shall terminate less than 60 days after the contribution to the Trust to which such right relates.

1. For purposes of this Subparagraph I.B, a Withdrawal Beneficiary with respect to a contribution to the Trust shall mean each person designated by the contributor to the Trustee in writing contemporaneously with such contribution, provided, in the event the contributor fails to make any such designation with respect to a contribution, my then living lineal descendants and their spouses shall be the Withdrawal Beneficiary with respect to such contribution.

2. For purposes of this Subparagraph I.B, each Withdrawal Beneficiary's Withdrawal Amount with respect to a contribution shall be such amount designated by the contributor to the Trustee in writing contemporaneously with the contributor's designation of such person as a Withdrawal Beneficiary, provided, if the contributor of such contribution fails to designate a Withdrawal Amount with respect to any Withdrawal Beneficiary, then each Withdrawal Beneficiary's Withdrawal Amount with respect to such contribution shall be an amount equal to a fraction (defined below) multiplied by the lesser of (i) the value of such contribution (at the time of such contribution), or (ii) the sum of the amounts of all federal gift tax exclusions then available to the contributor with respect to all Withdrawal Beneficiaries with respect to such contribution. The numerator of said fraction shall be the amount of any federal gift tax exclusion available to such contributor with respect to such Withdrawal Beneficiary (at the time of such contribution) and the denominator shall be the sum of the amounts of all federal gift tax exclusions then available to such contributor with respect to all such Withdrawal Beneficiaries. One-half of a contribution made by a married person shall be treated as a second separate contribution made by his or her spouse, provided, if such married person's spouse is then one of such Withdrawal Beneficiaries, only one-half of the excess of such contribution (at the time of such contribution) over the amount of the federal gift tax exclusion then available to such contributor with respect to his or her spouse shall be so treated.

3. Regardless of anything in this Subparagraph I.B to the contrary, each contributor of a contribution to this Trust shall have the right with respect to such contribution by a written instrument delivered to the Trustee at the time of such contribution (i) to exclude any person who would otherwise have a right of withdrawal from exercising such power; (ii) to increase or decrease the amount subject to any right of withdrawal except that the amount subject to all withdrawal rights shall not exceed the amount of the contribution; and/or (iii) to change the period during which any right of withdrawal may be exercised.

4. The Trustee shall inform any Withdrawal Beneficiary of the existence of such right of withdrawal within ten days after it comes into existence but not later than the last day of the calendar year in which it comes into existence. Any such Withdrawal Beneficiary or his or her guardian may, after receiving such notice at least once, waive further notices by an instrument in writing delivered to the Trustee.

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C. **Trusts for TED S. BERNSTEIN and my Lineal Descendants.** The Trust shall be administered as follows for its beneficiaries:

1. Initial Beneficiary. My son, TED S. BERNSTEIN, shall be the first principal beneficiary of the Trust.

2. Net Income and Principal Distributions.

a. The Trustee shall pay to or apply for the benefit of a principal beneficiary and the lineal descendants of a principal beneficiary dependent on such principal beneficiary for support, so much of the net income and then principal of his or her separate Trust as the Independent Trustee determines in its sole, absolute and unreviewable discretion, provided, however, that while a principal beneficiary is serving as Trustee hereunder, he or she may make distributions to or for the benefit of himself or herself for such beneficiary's Needs without any authorization from the Independent Trustee. Having in mind the extent to which funds will be available for expenditure for the benefit of such beneficiaries, the Independent Trustee is authorized to expend such amounts as it, in its sole, absolute and unreviewable discretion, shall determine to maintain the then current lifestyle of such beneficiaries, including, but not limited to, complete authority to provide for their personal care and comfort in any manner whatsoever. Net income that is not distributed shall be added to principal on an annual basis.

b. The Independent Trustee is specifically authorized in its sole, absolute and unreviewable discretion to acquire, hold and maintain one or more residences (whether held as real property, condominium or cooperative apartment) for the use and benefit of the principal beneficiary and his or her cohabitating spouse and lineal descendants, and to sell or otherwise dispose of such residences when not desired for such use and benefit. The Independent Trustee is authorized to pay all carrying charges of such residences, including, but not limited to, any taxes, assessments and maintenance thereon, and all expenses of the repair, renovation, improvement and operation thereof, including the employment of domestic servants and other expenses incident to the running of a household for the benefit of such beneficiaries.

c. In exercising the discretions conferred in this Subparagraph, the Independent Trustee should give due consideration to the advisability of using the principal beneficiary's own assets and resources in order to reduce the amount of the principal beneficiary's taxable estate, thereby minimizing the amount of the principal beneficiary's future taxes. Further, it is my intent that this Trust be used to enhance the principal beneficiaries' quality of life, including (without limitation) travel, purchase of a home, cultural appreciation and enjoyment (music, arts, etc.), and education. In addition, I would like this Trust to provide a source of funds in the event that a principal beneficiary, through accident or misfortune, does not have sufficient sources of income to provide for his or her own support. I expect my lineal descendants to support themselves independently and to be productive members of their communities and not to become dependent upon distributions from the Trusts to the extent that they lose their ambition and incentive. When a beneficiary is able to be gainfully employed

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and is not actively engaged in raising his or her children, the Independent Trustee should give due consideration in exercising its discretion to not using Trust assets to replace the beneficiary's own efforts to work and accumulate financial security. However, it is not my intent to force a parent to work outside the home when he or she has determined that it is important to stay at home to raise a family. In addition, I do not intend that the Independent Trustee place undue emphasis on the amount a beneficiary earns if he or she is actively engaged in a worthwhile pursuit, including working as an unpaid volunteer for charitable purposes. In prioritizing distributions between the principal beneficiary and his or her lineal descendants, it is my intent that my first priority is the principal beneficiary. In addition to the foregoing guidance, I request, but do not require, that my lineal descendants take adequate precautions for the protection of our family's wealth and property from marital discord through the use of prenuptial agreements or other similar planning and devices. I also request, but do not require, that my lineal descendants pursue higher education, to the best of their abilities and individual circumstances. For some descendants this may mean the completion of a college education, the receipt of a masters or a doctorate, or a professional degree, and for others this may mean training in their chosen vocation. It is not my goal that the Independent Trustee reward professional students, nor punish those lineal descendants for whom life or individual circumstances indicate that the pursuit of higher education is not practical or advantageous, but only to encourage my lineal descendants to take full advantage of all educational opportunities open to them and not rush their entry into the workplace. I do not intend by these expressions of intent to bind the Independent Trustee or alter the absolute discretion it has been granted hereunder or create enforceable obligations to any beneficiary, but merely to provide general guidance to the Independent Trustee in the exercise of its discretions.

3. Death of a Principal Beneficiary. If a principal beneficiary dies with assets remaining in his or her separate Trust, upon his or her death he or she may appoint all or part of his or her Trust, in trust, to or for the benefit of one or more of my lineal descendants and their spouses (excluding from said class, however, such principal beneficiary and such principal beneficiary's creditors, estate, and creditors of such principal beneficiary's estate), provided that any such appointment to a surviving spouse of a principal beneficiary shall be limited to a life estate in all or a lesser portion of such principal beneficiary's separate Trust, and such spouse's separate trust shall be administered as provided in Subparagraph I.D. below. Any part of his or her Trust such principal beneficiary does not effectively appoint shall upon his or her death be divided among and held in separate Trusts for the following persons with such persons to become the principal beneficiary thereunder;

a. for his or her lineal descendants then living, *per stirpes*; or

b. if he or she leaves no lineal descendant then living, *per stirpes* for the lineal descendants then living of his or her nearest ancestor (among me and my lineal descendants) with a lineal descendant then living who is also a lineal descendant of my spouse, SHIRLEY BERNSTEIN.

Such separate Trusts shall be administered as provided for trusts under this Subparagraph I.C., or added to Trusts established for such principal beneficiaries that are already in existence under Subparagraph I.C.

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D. **Administration of Separate Trust for Spouse**. The Independent Trustee shall pay to the spouse of a principal beneficiary, so much of the net income and principal of his or her separate trust as is proper for such spouse's Needs. Net income that is not distributed shall be added to principal on an annual basis. Upon the death of a spouse of a principal beneficiary, the remaining assets of his or her separate trust shall be divided among and held in separate Trusts for his or her lineal descendants then living, *per stirpes*, who are also lineal descendants of the predeceased principal beneficiary who established this Trust for his or her spouse pursuant to the power of appointment granted to said principal beneficiary under Subparagraph I.C. above. Each lineal descendant for whom a separate trust is established shall become the principal beneficiary of such separate Trusts and such separate trusts shall be administered as provided under Subparagraph I.C., or added to Trusts established for such principal beneficiaries that are already in existence under Subparagraph I.C.

E. **Termination of Small Trust**. If at any time after my death in the opinion of the Trustee a separate Trust holds assets of a value of less than $50,000.00 and is too small to justify the expense of its retention, and termination of such Trust is in the best interests of its current principal beneficiary, the Independent Trustee in its discretion may terminate such Trust and pay it to said principal beneficiary.

F. **Contingent Gift**. If at any time property of a Trust held under this Agreement is not disposed of under the other provisions of this Agreement, it shall be paid, as a gift made hereunder, to such persons and in such shares as such property would be distributed if I had then owned such property and had then died solvent, unmarried and intestate domiciled in the State of Florida, according to the laws of Florida then in effect.

G. **Maximum Duration**. Regardless of anything in this Agreement to the contrary, no trust interest herein created shall continue beyond three hundred sixty (360) years after the date of creation of this Agreement, nor shall any power of appointment be exercised in such manner so as to delay vesting of any trust beyond such period. Immediately prior to the expiration of such period, all such trusts then in existence shall terminate, and the assets thereof shall be distributed outright and in fee to then beneficiaries of the current income and in the proportions in which such persons are the beneficiaries, and if such proportions cannot be ascertained, then equally among such beneficiaries.

ARTICLE II. GENERAL

A. **Disability**. While any beneficiary is Disabled, income or principal payable to him or her may, in the discretion of the Trustee, be paid directly to him or her, without the intervention of a guardian, directly to his or her creditors or others for his or her sole benefit or to an adult person or an eligible institution (including the Trustee) selected by the Trustee as custodian for such a minor beneficiary under the Uniform Transfers to Minors Act or similar law. The receipt by such payee is a complete release to the Trustee.

B. **Substance Abuse**.

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1. In General. If the Independent Trustee reasonably believes that a beneficiary of any trust (which for purposes of this Subparagraph II.B.1 includes the lineal descendants of a principal beneficiary who are eligible to receive distributions from that trust):

a. routinely or frequently uses or consumes any illegal substance so as to be physically or psychologically dependent upon that substance, or

b. is clinically dependent upon the use or consumption of alcohol or any other legal drug or chemical substance that is not prescribed by a board certified medical doctor or psychiatrist in a current program of treatment supervised by such doctor or psychiatrist,

and if the Independent Trustee reasonably believes that as a result the beneficiary is unable to care for himself or herself, or is unable to manage his or her financial affairs, all distributions (including distributions upon termination of the trust) to the beneficiary, all of the beneficiary's withdrawal rights (if any), and all of the beneficiary's rights to participate in decisions concerning the removal and appointment of Trustees and Independent Trustees will be suspended. In that event, the following provisions of this Subparagraph II.B will apply.

2. Testing. The Independent Trustee may request the beneficiary to submit to one or more examinations (including laboratory tests of bodily fluids) determined to be appropriate by a board certified medical doctor and to consent to full disclosure to the Independent Trustee of the results of all such examinations. The Independent Trustee shall maintain strict confidentiality of those results and shall not disclose those results to any person other than the beneficiary without the prior written permission of the beneficiary. The Independent Trustee may totally or partially suspend all distributions otherwise required or permitted to be made to that beneficiary until the beneficiary consents to the examination and disclosure to the Independent Trustee.

3. Treatment. If, in the opinion of the examining doctor, the examination indicates current or recent use of a drug or substance as described above, the examining doctor will determine an appropriate method of treatment for the beneficiary (for example, counseling or treatment on an in-patient basis in a rehabilitation facility) that is acceptable to the Independent Trustee. If the beneficiary consents to the treatment, the Independent Trustee may, in its absolute and unfettered discretion, pay the costs of treatment including directly to the provider of those services.

4. Resumption of Distributions. The Independent Trustee may resume other distributions to the beneficiary (and the beneficiary's other suspended rights will be restored) when, in the case of use or consumption of an illegal substance, examinations indicate no such use for 12 months and, in all cases, when the Independent Trustee in its discretion determines that the beneficiary is able to care for himself or herself and is able to manage his or her financial affairs.

5. Exoneration. No Independent Trustee (nor any doctor retained by the Independent Trustee) will be responsible or liable to anyone for a beneficiary's actions or welfare. The Independent Trustee has no duty to inquire whether a beneficiary uses drugs or other substances as

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described in this Subparagraph II.B. The Independent Trustee (and any doctor retained by the Independent Trustee) is to be indemnified from the Trust estate and held harmless from any liability of any nature in exercising its judgment and authority under this Subparagraph II.B, including any failure to request a beneficiary to submit to medical examination, and including a decision to distribute amounts to a beneficiary.

6. Tax Savings Provision. Despite the provisions of this Subparagraph II.B, the Independent Trustee cannot suspend any mandatory distributions or withdrawal rights that are required for that trust to become or remain a Qualified Subchapter S Trust (unless the Independent Trustee elects for the trust to be an Electing Small Business Trust), or to qualify for any federal transfer tax exemption, deduction, or exclusion allowable with respect to that trust.

C. Income on Death of Beneficiary. Subject to the following Subparagraph captioned "Subchapter S Stock," and except as otherwise explicitly provided herein, upon the death of any principal beneficiary, all accrued or undistributed income of such deceased principal beneficiary's Trust shall pass with the principal of his or her Trust but shall remain income for trust accounting purposes.

D. Definitions. In this Agreement,

1. Children, Lineal Descendants. The terms "***child,***" "***children***" and "***lineal descendant***" mean only persons whose relationship to the ancestor designated is created entirely by or through (a) legitimate births occurring during the marriage of the joint biological parents to each other, (b) children and their lineal descendants arising from surrogate births and/or third party donors when (i) the child is raised from birth by a married couple through the pendency of such marriage, (ii) one of such couple is the designated ancestor, and (iii) to the best knowledge of the Trustee both members of such couple participated in the decision to have such child, and (c) lawful adoptions of minors under the age of twelve years. No such child or lineal descendant loses his or her status as such through adoption by another person. Notwithstanding the foregoing, for all purposes of this Trust and the dispositions made hereunder, my children shall only include TED S. BERNSTEIN, PAMELA B. SIMON, ELIOT BERNSTEIN, JILL IANTONI and LISA S. FRIEDSTEIN, and my lineal descendants shall include only said named individuals and their respective lineal descendants.

2. Code. "***Code***" means the Internal Revenue Code of 1986, as amended, and in referring to any particular provision of the Code, includes a reference to any equivalent or successor provision of a successor federal tax law.

3. Disabled. "***Disabled***" or being under "***Disability***" means, as to any applicable individual: (1) being under the age of 21 years, (2) having been adjudicated by a court of competent jurisdiction as mentally or physically incompetent or unable to manage his or her own property or personal affairs (or a substantially similar finding under applicable state or national law), or (3) being unable to properly manage his or her personal or financial affairs, or a trust estate hereunder as to a Trustee hereunder, because of a mental or physical impairment (whether temporary or permanent in nature). A written certificate executed by an individual's attending physician or attending psychiatrist

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confirming that person's impairment will be sufficient evidence of Disability under item (3) above, and all persons may rely conclusively on such a certificate.

4. Needs Distributions. Payments to be made for a person's ***"Needs"*** means payments for such person's support, health (including lifetime residential or nursing home care), maintenance and education. However, the Trustee, based upon information reasonably available to it, shall make such payments for a person's Needs only to the extent such person's income, and funds available from others obligated to supply funds for such purposes (including, without limitation, pursuant to child support orders and agreements), are insufficient in its opinion for such purposes, and shall take into account such person's accustomed manner of living, age, health, marital status and any other factor it considers important. Income or principal to be paid for a person's Needs may be paid to such individual or applied by the Trustee directly for the benefit of such person. The Trustee may make a distribution or application authorized for a person's Needs even if such distribution or application substantially depletes or exhausts such person's trust, without any duty upon the Trustee to retain it for future use or for other persons who might otherwise benefit from such trust.

5. Per Stirpes. In a division "***per stirpes***" each generation shall be represented and counted whether or not it has a living member.

6. Related or Subordinate Party. A "***Related or Subordinate Party***" to a trust describes a beneficiary of the subject trust or a related or subordinate party to a beneficiary of the trust as the terms "related or subordinate party" are defined under Code Section 672(c).

7. Spouse. A person's "***spouse***" includes only a spouse then married to and living as husband and wife with him or her, or a spouse who was married to and living as husband and wife with him or her at his or her death. The following rules apply to each person who is a beneficiary or a permissible appointee under this Trust Agreement and who is married to a descendant of mine. Such a person will cease to be a beneficiary and will be excluded from the class of permissible appointees and distribution recipients upon:

a. the legal termination of the marriage to my descendant (whether before or after my death), or

b. the death of my descendant if a dissolution of marriage proceeding was pending when he or she died.

The Trust will be administered as if that person had died upon the happening of the terminating event described above.

8. Gender, Number. Where appropriate, words of any gender include all genders and the singular and plural are interchangeable.

E. Powers of Appointment. Property subject to a power of appointment shall be paid to,

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or retained by the Trustee or paid to any trustee under any will or trust agreement for the benefit of, such one or more permissible appointees, in such amounts and proportions, granting such interests, powers and powers of appointment, and upon such conditions including spendthrift provisions as the holder of such power (i) in the case of a power exercisable upon the death of such holder, appoints in his or her will or in a trust agreement revocable by him or her until his or her death, or (ii) in the case of a power exercisable during the life of such holder, appoints in a written instrument signed by such holder, two witnesses and a notary public, but in either case only if such will, trust agreement, or instrument specifically refers to such power.

F. **Limitations on Powers of Trustee**. Regardless of anything herein to the contrary, no Trustee shall make or participate in making any distribution of income or principal of a trust to or for the benefit of a beneficiary which would directly or indirectly discharge any legal obligation of such Trustee or a donor of such trust (as an individual) to support such beneficiary; and no Trustee shall make or participate in making any discretionary distribution of income or principal to or for the benefit of himself or herself other than for his or her Needs, including by reason of a determination to terminate a trust described herein.

G. **Presumption of Survivorship**. If any person shall be required to survive another person in order to take any interest under this Agreement, the former person shall be deemed to have predeceased the latter person, if such persons die under circumstances which make it difficult or impracticable to determine which one died first.

H. **Protective Provision**. No beneficiary of any Trust herein created shall have any right or power to anticipate, transfer, pledge, sell, alienate, assign or encumber in any way his or her interest in the income or principal of such trust. Furthermore, no creditor shall have the right to attach, lien, seize or levy upon the interest of the beneficiary in this Trust and such interest shall not be liable for or subject to the debts, liabilities or obligations of any such beneficiary or any claims against such beneficiary (whether voluntarily or involuntarily created), and the Trustee shall pay directly to or for the use or benefit of such beneficiary all income and principal to which such beneficiary is entitled, notwithstanding that such beneficiary has executed a pledge, assignment, encumbrance or in any other manner alienated or transferred his or her beneficial interest in the Trust to another. This paragraph shall not preclude the effective exercise of any power of appointment granted herein or the exercise of any disclaimer.

I. **Governing Law**. This Agreement is governed by the law of the State of Florida.

J. **Mandatory Notice Required by Florida Law.** The trustee of a trust may have duties and responsibilities in addition to those described in the instrument creating the trust. If you have questions, you should obtain legal advice.

K. **Release of Medical Information.**

1. Disability of Beneficiary. Upon the written request of the Independent Trustee

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(with or without the concurrence of co-Trustees) issued to any current income or principal beneficiary (including discretionary beneficiaries) for whom a determination of Disability is relevant to the administration of a trust hereunder and for whom a Trustee (with or without the concurrence of co-Trustees) desires to make such a determination, such beneficiary shall issue to all Trustees including Independent Trustees (who shall be identified thereon both by name to the extent known and by class description) a valid authorization under the Health Insurance Portability and Accountability Act of 1996 and any other applicable or successor law authorizing all health care providers and all medical sources of such requested beneficiary to release protected health information of the requested beneficiary to all such Trustees that is relevant to the determination of the Disability of the requested beneficiary as Disability is defined hereunder. The period of each such valid authorization shall be for six months (or the earlier death of the requested beneficiary). If such beneficiary (or his or her legal representative if such beneficiary is a minor or legally disabled) refuses within thirty days of receipt of the request to provide a valid authorization, or at any time revokes an authorization within its term, the Trustee shall treat such beneficiary as Disabled hereunder until such valid authorization is delivered.

2. Disability of Trustee. Upon the request to a Trustee, including myself and an Independent Trustee, that is an individual by (a) a co-Trustee, or if none, (b) the person or entity next designated to serve as a successor Trustee not under legal incapacity, or if none, (c) any adult current income or principal beneficiary not under legal incapacity, or in any event and at any time (d) a court of competent jurisdiction, such Trustee shall issue to such person and all persons, courts of competent jurisdiction, and entities (who shall be identified thereon both by name to the extent known and by class description), with authority hereunder to determine such requested Trustee's Disability, a valid authorization under the Health Insurance Portability and Accountability Act of 1996 and any other applicable or successor law authorizing all health care providers and all medical sources of such requested Trustee to release protected health information of the requested Trustee to such persons, courts and entities, that is relevant to the determination of the Disability of the requested Trustee as Disability is defined hereunder. The period of each such valid authorization shall be for six months (or the earlier death or resignation of the requested Trustee). If such requested Trustee refuses within thirty days of receipt of the request to deliver a valid authorization, or at any time revokes an authorization within its term, such requested Trustee shall thereupon be treated as having resigned as Trustee hereunder.

3. Authorization to Issue Certificate. All required authorizations under this paragraph shall include the power of a physician or psychiatrist to issue a written certificate to the appropriate persons or entities as provided in paragraph II.D.3 hereof.

ARTICLE III. FIDUCIARIES

A. Powers of the Trustee. The Trustee has the powers now or hereafter provided by law and the following powers exercisable without court approval, provided, however, that the Trustee shall exercise all powers in a fiduciary capacity:

1. Investments. To sell or exchange at public or private sale and on credit or

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otherwise, with or without security, and to lease for any term or perpetually, any property, real and personal, at any time forming a part of the trust estate (the ***"estate"***); to grant and exercise options to buy or sell; to make purchases from my estate, any trust established by me during my lifetime, for full and adequate consideration and to make loans to my estate for adequate and reasonable interest and security, and the Trustee is expressly authorized to purchase stock and securities for adequate and full consideration owned by my estate, any trust established by me during my lifetime, whether such stock and securities are issued by closely held corporations or publicly traded corporations; to invest or reinvest in real or personal property of every kind, description and location; and to receive and retain any such property whether originally a part of any trust herein created or subsequently acquired, even if the Trustee is personally interested in such property, and without liability for any decline in the value thereof; all without limitation by any statutes or judicial decisions whenever enacted or announced, regulating investments or requiring diversification of investments, it being my intention to give the broadest investment powers and discretion to the Trustee. Any bank, trust company, or other corporate trustee serving hereunder as Trustee is authorized to invest in its own common trust funds.

2. Special Investments. The Trustee is expressly authorized (but not directed) to retain, make, hold, and dispose of investments not regarded as traditional for trusts, including interests or investments in privately held business and investment entities and enterprises, including without limitation stock in closely held corporations, limited partnership interests, joint venture interests, mutual funds, business trust interests, and limited liability company membership interests, notwithstanding (a) any applicable prudent investor rule or variation thereof, (b) common law or statutory diversification requirements (it being my intent that no such duty to diversify shall exist) (c) a lack of current cash flow therefrom, (d) the presence of any risk or speculative elements as compared to other available investments (it being my intent that the Trustee have sole and absolute discretion in determining what constitutes acceptable risk and what constitutes proper investment strategy), (e) lack of a reasonable rate of return, (f) risks to the preservation of principal, (g) violation of a Trustee's duty of impartiality as to different beneficiaries (it being my intent that no such duty exists for this purpose), and (h) similar limitations on investment under this Agreement or under law pertaining to investments that may or should be made by a Trustee (including without limitation the provisions of Fla.Stats. §518.11 and successor provisions thereto that would characterize such investments as forbidden, imprudent, improper or unlawful). The Trustee shall not be responsible to any trust created hereunder or the beneficiaries thereof for any loss resulting from any such authorized investment, including without limitation loss engendered by the higher risk element of that particular entity, investment, or enterprise, the failure to invest in more conservative investments, the failure to diversify trust assets, the prudent investor rule or variant thereof. Notwithstanding any provisions for distributions to beneficiaries hereunder, if the Trustee determines that the future potential investment return from any illiquid or closely held investment asset warrants the retention of that investment asset or that sufficient value could not be obtained from the sale or other disposition of an illiquid or closely held investment asset, the Trustee is authorized to retain that asset and if necessary reduce the distributions to beneficiaries due to lack of sufficient liquid or marketable assets. However, the preceding provisions of this Subparagraph shall not reduce any income distributions otherwise required hereunder for a "qualified subchapter S trust" as that term is defined in Code Section 1361(d)(3).

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3. Distributions. To make any division or distribution pro rata or non-pro rata, in cash or in kind, and to allocate undivided interests in property and dissimilar property (without regard to its tax basis) to different shares.

4. Management. To manage, develop, improve, partition or change the character of an asset or interest in property at any time; and to make ordinary and extraordinary repairs, replacements, alterations and improvements, structural or otherwise.

5. Borrowing. To borrow money from anyone on commercially reasonable terms, including entities owned in whole or in part by the trust, a Trustee, beneficiaries and other persons who may have a direct or indirect interest in a Trust; and to mortgage, margin, encumber and pledge real and personal property of a trust as security for the payment thereof, without incurring any personal liability thereon and to do so for a term within or extending beyond the terms of the trust and to renew, modify or extend existing borrowing on similar or different terms and with the same or different security without incurring any personal liability; and such borrowing from a Trustee may be with or without interest, and may be secured with a lien on trust assets.

6. Lending. To extend, modify or waive the terms of any obligation, bond or mortgage at any time forming a part of a trust and to foreclose any such mortgage; accept a conveyance of encumbered property, and take title to the property securing it by deed in lieu of foreclosure or otherwise and to satisfy or not satisfy the indebtedness securing said property; to protect or redeem any such property from forfeiture for nonpayment of taxes or other lien; generally, to exercise as to such bond, obligation or mortgage all powers that an absolute owner might exercise; and to loan funds to beneficiaries at commercially reasonable rates, terms and conditions.

7. Abandonment of Property. To abandon any property or asset when it is valueless or so encumbered or in such condition that it is of no benefit to a trust. To abstain from the payment of taxes, liens, rents, assessments, or repairs on such property and/or permit such property to be lost by tax sale, foreclosure or other proceeding or by conveyance for nominal or no consideration to anyone including a charity or by escheat to a state; all without personal liability incurred therefor.

8. Real Property Matters. To subdivide, develop or partition real estate; to purchase or sell real property and to enter into contracts to do the same; to dedicate the same to public use; to make or obtain the location of any plats; to adjust boundaries; to adjust differences in valuations on exchange or partition by giving or receiving consideration; and, to grant easements with or without consideration as the Trustee may determine; and to demolish any building, structures, walls and improvements, or to erect new buildings, structures, walls and improvements and to insure against fire and other risks; and to protect and conserve, or to lease, or to encumber, or otherwise to manage and dispose of the real property to the extent such power is not otherwise granted herein or otherwise restricted herein.

9. Claims. To enforce, compromise, adjust, arbitrate, release or otherwise settle or pay any claims or demands by or against a trust.

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10. Business Entities. To deal with any business entity or enterprise even if a Trustee is or may be a fiduciary of or own interests in said business entity or enterprise, whether operated in the form of a corporation, partnership, business trust, limited liability company, joint venture, sole proprietorship, or other form (all of which business entities and enterprises are referred to herein as "***Business Entities***"). I vest the Trustee with the following powers and authority in regard to Business Entities:

a. To retain and continue to operate a Business Entity for such period as the Trustee deems advisable;

b. To control, direct and manage the Business Entities. In this connection, the Trustee, in its sole discretion, shall determine the manner and extent of its active participation in the operation and may delegate all or any part of its power to supervise and operate to such person or persons as the Trustee may select, including any associate, partner, officer or employee of the Business Entity;

c. To hire and discharge officers and employees, fix their compensation and define their duties; and similarly to employ, compensate and discharge agents, attorneys, consultants, accountants, and such other representatives as the Trustee may deem appropriate; including the right to employ any beneficiary or fiduciary in any of the foregoing capacities;

d. To invest funds in the Business Entities, to pledge other assets of a trust as security for loans made to the Business Entities, and to lend funds from a trust to the Business Entities;

e. To organize one or more Business Entities under the laws of this or any other state or country and to transfer thereto all or any part of the Business Entities or other property of a trust, and to receive in exchange such stocks, bonds, partnership and member interests, and such other securities or interests as the Trustee may deem advisable;

f. To treat Business Entities as separate from a trust. In a Trustee's accounting to any beneficiary, the Trustee shall only be required to report the earnings and condition of the Business Entities in accordance with standard business accounting practice;

g. To retain in Business Entities such net earnings for working capital and other purposes of the Business Entities as the Trustee may deem advisable in conformity with sound business practice;

h. To sell or liquidate all or any part of the Business Entities at such time and price and upon such terms and conditions (including credit) as the Trustee may determine. My Trustee is specifically authorised and empowered to make such sale to any person, including any partner, officer, or employee of the Business Entities, a fiduciary, or to any beneficiary; and

i. To guaranty the obligations of the Business Entities, or pledge assets of a trust

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to secure such a guaranty.

11. Principal and Income. To allocate items of income or expense between income and principal as permitted or provided by the laws of the State of Florida, provided, unless otherwise provided in this instrument, the Trustee shall establish out of income and credit to principal reasonable reserves for depreciation, obsolescence and depletion, determined to be equitable and fair in accordance with some recognized reasonable and preferably uncomplicated trust accounting principle and; provided, further that the Trustee shall not be required to provide a rate of return on unproductive property unless otherwise provided in this instrument.

12. Life Insurance. The Trustee (or the Independent Trustee if I am serving as Trustee or if a Related or Subordinate Party is serving as Trustee) is authorized to purchase one or more life insurance policies on my life, the life of any beneficiary described herein, or any spouse or lineal ascendant or lineal descendant of myself or such beneficiaries. The following provisions shall apply with respect to any insurance policies constituting an asset of any trust herein created:

a. General Powers. The Trustee shall have the power to pay premiums; to apply dividends in reduction of such premiums; to borrow against the cash values thereof; to convert such policies into other forms of insurance, including paid-up insurance; to exercise any settlement options provided in any such policies; to receive the proceeds of any policy upon its maturity and to administer such proceeds as part of the principal of the trust; and in general, to exercise all other options, benefits, rights and privileges under such policies; provided, however, no Trustee other than a sole Trustee may exercise any incidents of ownership with respect to policies of insurance insuring the Trustee's own life.

b. Payment of Premiums. The Trustee shall be under no obligation to pay the premiums which may become due and payable under the provisions of any policy of insurance subject to this trust, or to make certain that such premiums are paid by myself or any other person, or to notify any persons of the nonpayment of such premiums, and it shall be under no responsibility or liability of any kind in case such premiums are not paid, except that it shall apply any dividends received by it on such policy to the payment of premiums thereon. Upon notice at any time during the continuance of this trust that the premiums due upon such policies are in default, or that premiums to become due will not be paid, either by myself or by any other person, the Trustee, within its sole discretion, may apply any cash values attributable to such policy to the purchase of paid-up insurance or of extended term insurance, or may borrow upon such policy for the payment of premiums due thereon or may accept the cash values of such policy upon its forfeiture. If facts shall occur, under the terms of the policy which shall enable a waiver of the payment of future premiums, the Trustee, upon receipt of written notice of such facts, shall promptly notify the insurance company which has issued such policy, and shall take any and all steps necessary to make such waiver of premium provision effective.

c. Collection of Proceeds. Upon the death of an insured the proceeds of the insurance policies insuring that life which are then subject to this trust shall be collected by the Trustee.

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The Trustee shall have full authority to take any action with regard to the collection that it deems best and to pay any expenses thereof out of the trust estate. However, it shall not be required to enter into or maintain any litigation to enforce payment of such policies until it shall have been indemnified to its satisfaction against all expenses and liabilities to which it might, in its judgment, be subjected by any such action on its part. The Trustee shall have full authority to make any compromise or settlement with respect to any such policies and to give to all insurance companies the necessary and proper releases and acquittances in full discharge of all their liabilities under such policies. Only the net proceeds of insurance policies subject to this trust shall be collected by the Trustee.

d. Liability of Insurance Company. No insurance company, whose policies shall be subject to this trust and who shall make payment of the proceeds thereof to the Trustee, shall be required to inquire into or take notice of any of the terms or conditions of this trust or to see to the application or disposition of the proceeds of such policies. The receipt of the Trustee to any such insurance company shall be effectual to release and discharge it for any payment so made and shall be binding upon every beneficiary of the trusts herein created.

13. Continuing Power. To continue to have or exercise, after the termination of a trust, in whole or in part, and until final distribution thereof, all title, power, discretions, rights and duties conferred or imposed upon the Trustee by law or by this Agreement or during the existence of the trust.

14. Exoneration. To provide for the exoneration of the Trustee from any personal liability on account of any arrangement or contract entered into in a fiduciary capacity.

15. Agreements. To comply with, amend, modify or rescind any agreement made during my lifetime, including those regarding the disposition, management or continuation of any closely held unincorporated business, corporation, partnership or joint venture, and including the power to complete contracts to purchase and sell real estate.

16. Voting. To vote and give proxies, with power of substitution to vote, stocks, bonds and other securities, or not to vote a security.

17. Combination of Shares. To hold the several shares of a trust or several Trusts as a common fund, dividing the income proportionately among them, to assign undivided interests to the several shares or Trusts, and to make joint investments of the funds belonging to them. For such purposes and insofar as may be practicable, the Trustee, to the extent that division of the trust estate is directed hereby, may administer the trust estate physically undivided until actual division thereof becomes necessary to make distributions. The Trustee may hold, manage, invest and account for whole or fractional trust shares as a single estate, making the division thereof by appropriate entries in the books of account only, and may allocate to each whole or fractional trust share its proportionate part of all receipts and expenses; provided, however, this carrying of several Trusts as a single estate shall not defer the vesting in possession of any whole or fractional share of a trust for the beneficiaries thereof at the times specified herein.

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18. Reimbursement. To reimburse itself from a trust for reasonable expenses incurred in the administration thereof.

19. Reliance Upon Communication. To rely, in acting under a trust, upon any letter, notice, certificate, report, statement, document or other paper, or upon any telephone, telegraph, cable, wireless or radio message, if believed by the Trustee to be genuine, and to be signed, sealed, acknowledged, presented, sent, delivered or given by or on behalf of the proper person, firm or corporation, without incurring liability for any action or inaction based thereon.

20. Assumptions. To assume, in the absence of written notice to the contrary from the person or persons concerned, that a fact or an event, by reason of which an interest or estate under a trust shall commence or terminate, does not exist or has not occurred, without incurring liability for any action or inaction based upon such assumption.

21. Removal of Assets. The Trustee may remove from the domiciliary state during the entire duration of a trust or for such lesser period as it may deem advisable, any cash, securities or other property at any time in its hands whether principal or not, and to take and keep the same outside the domiciliary state and at such place or places within or outside the borders of the United States as it may determine, without in any event being chargeable for any loss or depreciation to the trust which may result therefrom.

22. Change of Situs. The situs and/or applicable law of any trust created hereunder may be transferred to such other place as the Trustee may deem to be for the best interests of the trust estate. In so doing, the Trustee may resign and appoint successor Trustees, but may remove such successor Trustees so appointed and appoint others. Each successor Trustee may delegate any and all fiduciary powers, discretionary and ministerial, to the appointing Trustee as its agent.

23. Fiduciary Outside Domiciliary State. In the event no Trustee shall be able and willing to act as Trustee with respect to any property located outside the domiciliary state, the Trustee, without order of court, may appoint another individual or corporation (including any employee or agent of any Trustee) to act as Trustee with respect to such property. Such appointed Trustee shall have all of the powers and discretions with respect to such property as are given to the appointing Trustee with respect to the trust. The appointing Trustee may remove such appointed Trustee and appoint another upon ten (10) days notice in writing. All income from such property, and if such property is sold, exchanged or otherwise disposed of, the proceeds thereof, shall be remitted to the appointing Trustee, to be held and administered by it as Trustee hereunder. Such appointed Trustee may employ the appointing Trustee as agent in the administration of such property. No surety shall be required of any Trustee or agent acting under the provisions of this paragraph. No periodic court or statutory accounting shall be required of such appointed Trustee.

24. Additions. To receive and accept additions to the Trusts in cash or in kind from donors, Personal Representatives, administrators, Trustees or attorneys in fact, including additions of my property by the Trustee or others as my attorneys in fact.

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25. Title and Possession. To have title to and possession of all real or personal property held in the Trusts, and to register or hold title to such property in its own names or in the name of its nominee, without disclosing its fiduciary capacity, or in bearer form.

26. Agents. To employ persons, including attorneys, auditors, investment advisers, and agents, even if they are the Trustee or associated with the Trustee, to advise or assist the Trustee in the performance of its administrative duties and to pay compensation and costs incurred in connection with such employment from the assets of the Trust; to act without independent investigation upon their recommendations; and, instead of acting personally, to employ one or more agents to perform any act of administration, whether or not discretionary.

27. Tax Elections. To file tax returns, and to exercise all tax-related elections and options at its discretion, without compensating adjustments or reimbursements between any of the Trusts or any of the trust accounts or any beneficiaries.

28. Tax Reimbursement. To pay, from time to time in the Independent Trustee's sole and absolute discretion, to me or the Personal Representatives of my estate, on a cumulative basis as may be necessary, such amounts as I or my Personal Representatives shall certify as is necessary to discharge my tax liability (whether federal, state or otherwise) in respect of income realized by the Trust and not distributed to me; provided, however, this authority shall only be exercised by the Independent Trustee hereunder, and I shall not make or participate in making any discretionary distribution pursuant to this Subparagraph. The Independent Trustee shall have no obligation to reimburse me for any income taxes imposed on me by law and paid by me on Trust income or gains.

If I am serving as Trustee hereunder or if a Related or Subordinate Party is serving as Trustee hereunder, any powers and discretions provided under this Subparagraph III.A. to the Trustee that would result in gross estate inclusion of assets of this Trust under Code §§ 2036, 2038, or 2042, or successor provisions thereto, shall not be exercisable by me or such related or subordinate Trustee, and shall be exercisable only by the other Trustees who are not related or subordinate to me, or if none, by the Independent Trustee.

B. Resignation or Removal. The Trustee may resign with or without cause, by giving written notice, specifying the effective date of such resignation to his or her successor Trustee and to the current income beneficiaries, at the time of giving notice. I (or my spouse if she is serving as sole Trustee) reserve the right to remove a Trustee or co-Trustee from office, with or without cause, by giving written notice, specifying the effective date of such resignation to the removed Trustee, to his or her successor Trustee, and to the current income beneficiaries. Upon the resignation or removal of a Trustee, such Trustee shall be entitled to reimbursement from the Trust for all reasonable expenses incurred in the settlement of accounts and in the transfer of assets to his or her successor. For purposes of this Subparagraph, the Trustee shall include the Independent Trustee.

C. Appointment of Successor Trustee.

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1. Appointment. Upon a Trustee's resignation (including the Independent Trustee), or if a Trustee becomes Disabled or for any reason ceases to serve as Trustee (including the Independent Trustee), I (or my spouse if she is serving as sole Trustee) may appoint any person or persons as successor Trustee, co-Trustee or Independent Trustee, and in the case of the Independent Trustee it shall not be a Related or Subordinate Party, nor a person related or subordinate to me within the meaning of Code Section 672(c), the Treasury Regulations issued thereunder, and successor provisions thereto. Notwithstanding the foregoing, if either of the designated co-Trustees hereunder cannot continue to serve, the remaining co-Trustee shall serve alone in the absence of either of us designating a successor co-Trustee. Notwithstanding the foregoing, if a named Trustee is not a U.S. citizen or resident at the time of commencement of his term as Trustee, such Trustee should give due consideration to declining to serve to avoid potential adverse U.S. income tax consequences by reason of the characterization of a trust hereunder as a foreign trust under the Code, but shall not be construed to have any duty to so decline if such Trustee desires to serve. There shall always be a Trustee and an Independent Trustee serving hereunder, provided that the same person or entity may serve in both capacities.

2. Specific Trusts. Notwithstanding the preceding provisions of this Subparagraph III.C, subsequent to the death of the survivor of my spouse and me, I specifically appoint the following person or persons as Trustee of the following Trusts:

a. Trustee of Separate Trusts for My Lineal Descendants. With regard to a separate trust held for a lineal descendant of mine hereunder under which such lineal descendant is the principal beneficiary, each such lineal descendant of mine shall serve as co-Trustee with the then serving Trustee upon attaining age thirty (30) years, and each such lineal descendant shall serve as sole Trustee upon attaining age thirty-five (35) years, provided, however, that there shall always be an Independent Trustee serving of such separate trust. While serving as sole Trustee, a lineal descendant of mine may designate an co-Trustee to serve with such lineal descendant and each such lineal descendant may remove and/or replace such co-Trustee with another from time to time.

b. Trustee of Separate Trust for a Spouse of a Lineal Descendant of Mine. A corporate fiduciary shall serve as Trustee and Independent Trustee of any separate trust held for the benefit of a spouse of a lineal descendant of mine. Such corporate fiduciary shall be an entity with trust powers under state law and no less than One Billion ($1,000,000,000.00) Dollars under trust management (itself and its affiliates).

3. Successor Trustees Not Provided For. Whenever a successor Trustee or co-Trustee (including the Independent Trustee) is required and no successor or other functioning mechanism for succession is provided for under the terms of this Trust Agreement , the last serving Trustee (or Independent Trustee, as the case may be) or the last person or entity designated to serve as Trustee of the applicable trust (or Independent Trustee, as the case may be) may appoint his or her successor, and if none is so appointed, the following persons shall appoint a successor Trustee or Independent Trustee (who may be one of the persons making the appointment if over the age of thirty years):

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a. The remaining Trustees, if any; otherwise,

b. The principal beneficiary or the spouse of a principal beneficiary for whom a separate trust is held.

The appointment shall be by a written document executed by such person in the presence of two witnesses and acknowledged before a notary public delivered to the appointed Trustee and to me if I am living and not Disabled or in a valid last Will.

4. Power to Remove Trustee. Subsequent to the death of the survivor of my spouse and me, the age 35 or older principal beneficiary of a Trust, or the spouse of a principal beneficiary for whom a separate trust is held, shall have the power to unanimously remove a Trustee, co-Trustee or Independent Trustee (including the designated Independent Trustee or Independent co-Trustees hereunder as the case may be) of such Trust at any time with or without cause other than a successor Trustee or Independent Trustee appointed by me or my spouse at death under our last Wills, with the successor Trustee or Independent Trustee to be determined in accordance with the foregoing provisions.

D. Method of Appointment of Trustee. Any such appointment of a successor Trustee by a person shall be made in a written instrument executed by such person in the presence of two witnesses and acknowledged before a notary public which is delivered to such appointed Trustee during the lifetime of the person making such appointment, or any such appointment of a successor Trustee by a person may be made under the last Will of such person.

E. Successor Fiduciaries. No Trustee is responsible for, nor has any duty to inquire into, the administration, acts or omissions of any executor, administrator, Personal Representative, or trustee or attorney-in-fact adding property to these Trusts, or of any predecessor Trustee. Each successor Trustee has all the powers, privileges, immunities, rights and title (without the execution of any instrument of transfer or any other act by any retiring Trustee) and all the duties of all predecessors.

F. Liability and Indemnification of Trustee.

1. Liability in General. No individual Trustee (that is, a Trustee that is not a corporation or other entity) shall be liable for any of his or her actions or failures to act as Trustee, even if the individual Trustee is found by a court to have been negligent or in breach of fiduciary duty, except for liability caused by his or her actions or failures to act done in bad faith or with reckless indifference to the purposes of the trust or the interests of the beneficiaries. Each Trustee that is a corporation or other entity will be liable for its actions or failures to act that are negligent or that breach its fiduciary duty, without contribution by any individual Trustee.

2. Indemnification of Trustee. Except in regard to liabilities imposed on a Trustee under the preceding paragraph, each Trustee shall be held harmless and indemnified from the assets of the trust for any liability, damages, attorney's fees, expenses, and costs incurred as a result of its service as Trustee. A Trustee who ceases to serve for any reason will be entitled to receive reasonable security

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from the assets of the trust to protect it from liability, and may enforce these provisions for indemnification against the current Trustee or against any assets held in the trust, or if the former Trustee is an individual and not a corporation or other entity, against any beneficiary to the extent of distributions received by that beneficiary. This indemnification right extends to the estate, Personal Representatives, legal successors and assigns of a Trustee.

3. Indemnification of Trustee - Additional Provisions. I recognize that if a beneficiary accuses a Trustee of wrongdoing or breach of fiduciary duty, the Trustee may have a conflict of interest that ordinarily would prevent it from paying legal fees and costs from the trust estate to defend itself. I do not want to put a financial burden on any individual named to serve as a Trustee. Just as important, I do not want an individual who has been selected to serve as a Trustee to be reluctant to accept the position, or while serving to be intimidated in the performance of the Trustee's duties because of the threats of lawsuits that might force the Trustee to pay fees and costs from the Trustee's personal resources. For this reason, I deliberately and intentionally waive any such conflict of interest with respect to any individual serving as Trustee so that he or she can hire counsel to defend himself or herself against allegations of wrongdoing or if sued for any reason (whether by a beneficiary or by someone else) and pay all fees and costs for his or her defense from the trust estate until the dispute is resolved. I understand and agree that a court may award, disallow or allocate fees and costs in whole or in part after the dispute is resolved, as provided by law. The Trustee will account for all such fees and costs paid by it as provided by law. This provision shall not apply to any Trustee that is a corporation or other entity.

G. Compensation, Bond. Each Trustee is entitled to be paid reasonable compensation for services rendered in the administration of the Trust. Reasonable compensation for a non-individual Trustee will be its published fee schedule in effect when its services are rendered unless otherwise agreed in writing, and except as follows. Any fees paid to a non-individual Trustee for making principal distributions, for termination of the trust, and upon termination of its services must be based solely on the value of its services rendered, not on the value of the trust principal. During my lifetime the Trustee's fees are to be charged wholly against income (to the extent sufficient), unless directed otherwise by me in writing. Each Trustee shall serve without bond.

H. Maintenance of Records. The Trustee shall maintain accurate accounts and records. It shall render annual statements of the receipts and disbursements of income and principal of a Trust upon the written request of any adult vested beneficiary of such Trust or the guardian of the person of any vested beneficiary and the approval of such beneficiary shall be binding upon all persons then or thereafter interested in such Trust as to the matters and transactions shown on such statement. The Trustee may at any time apply for a judicial settlement of any account. No Trustee shall be required to file any statutory or other periodic accountings of the administration of a Trust.

I. Interested Trustee. The Trustee may act under this Agreement even if interested in these Trusts in an individual capacity, as a fiduciary of another trust or estate (including my estate) or in any other capacity. The Trustee may in good faith enter into a sale, encumbrance, or other transaction involving the investment or management of trust property for the Trustee's own personal account or which is otherwise affected by a conflict between the Trustee's fiduciary and personal interests, without

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liability and without being voidable by a beneficiary. The Trustee is specifically authorized to make loans to, to receive loans from, or to sell, purchase or exchange assets in a transaction with (i) the Trustee's spouse, (ii) the Trustee's children or grandchildren, siblings, parents, or spouses of such persons, (iii) an officer, director, employee, agent, or attorney of the Trustee, or (iv) a corporation, partnership, limited liability company, or other business entity in which the Trustee has a financial interest, provided that in any transaction the trusts hereunder receive fair and adequate consideration in money or money's worth. The Trustee may renounce any interest or expectancy of a trust in, or an opportunity to participate in, specified business opportunities or specified classes or categories of business opportunities that are presented to the Trustee. Such renunciation shall not prohibit the Trustee from participating in the Trustee's individual capacity in such opportunity or expectancy.

J. **Third Parties**. No one dealing with the Trustee need inquire into its authority or its application of property.

K. **Merger of Trusts**. If the Trustee is also trustee of a trust established by myself or another person by will or trust agreement, the beneficiaries to whom income and principal may then be paid and then operative terms of which are substantially the same as those of a Trust held under this Agreement, the Trustee in its discretion may merge either such trust into the other trust. The Trustee, in exercising its discretion, shall consider economy of administration, convenience to the beneficiaries, tax consequences and any other factor it considers important. If it is later necessary to reestablish the merged trust as separate trusts, it shall be divided proportionately to the value of each trust at the time of merger.

L. **Multiple Trustees.** Except as specifically provided herein as to the allocation of powers or discretion of the Independent Trustee, if two Trustees are serving at any time, any power or discretion of the Trustees may be exercised only by their joint agreement. Either Trustee may delegate to the other Trustee the authority to act on behalf of both Trustees and to exercise any power held by the Trustees. If more than two Trustees are serving at any time, and unless unanimous agreement is specifically required by the terms of this Trust Agreement, any power or discretion of the Trustees may be exercised only by a majority. The Trustees may delegate to any one or more of themselves the authority to act on behalf of all the Trustees and to exercise any power held by the Trustees. Trustees who consent to the delegation of authority to other Trustees will be liable for the consequences of the actions of those other Trustees as if the consenting Trustees had joined the other Trustees in performing those actions. A dissenting Trustee who did not consent to the delegation of authority to another Trustee and who has not joined in the exercise of a power or discretion cannot be held liable for the consequences of the exercise. A dissenting Trustee who joins only at the direction of the majority will not be liable for the consequences of the exercise if the dissent is expressed in writing delivered to any of the other Trustees before the exercise of that power or discretion.

ARTICLE IV. INDEPENDENT TRUSTEE

A. **In General**. The Independent Trustee shall have only those duties, obligations, and

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powers hereunder expressly provided to it, and the Trustee shall not participate in any affirmative duties provided to the Independent Trustee. Otherwise, the provisions hereunder applicable to the Trustee shall be applicable also to the Independent Trustee except where the context differentiates between a Trustee and an Independent Trustee, including without limitation provisions relating to liability and indemnification of trustees. In the event of any conflict between the powers granted hereunder to both the Trustee and the Independent Trustee, the powers of the Independent Trustee shall have priority over the Trustee. Thus, for example, if the Independent Trustee determines to invest in a Closely Held Interest, such investment is permissible notwithstanding that it reduces the assets available for other investments by the Trustee.

B. Who May Serve. Notwithstanding any other provisions of this Trust Agreement to the contrary, including without limitation powers in myself or others to appoint additional or successor Trustees or Independent Trustees, at no time shall a person or entity serve as an Independent Trustee hereunder if such person or entity is a Related or Subordinate Party or is related or subordinate to me within the meaning of Code Section 672(c), the Treasury Regulations issued thereunder, and successor provisions thereto, nor shall I be eligible to serve.

C. Limited Power of Amendment.

1. Amendment Power. In the case of each separate Trust at any time in existence hereunder, such Trust's then Independent Trustee, other than any (i) who has ever made a gift transfer to such trust, or (ii) who is prohibited by the provisions of Subparagraph IV.C.2 below from participating in the amendment involved, from time to time may, notwithstanding any other provision of this instrument, amend or restate this instrument, including its dispositive, administrative and other provisions of all kinds, in order to permit the Trustees hereunder (including the Independent Trustee):

a. To address tax and/or other circumstantial changes that may affect such Trust and/or its beneficiaries,

b. To take advantage of changed trust drafting approaches to address potential trust problems, and/or

c. To remove from the governing trust instrument any provisions which have become "deadwood" (i.e., no longer operative in the ongoing administration of such trust due to changed circumstances)

with respect to (i) such Trust, and (ii) all trusts that are subsequently to come into existence under this instrument to hold part or all of the assets of such Trust, in whatever way or ways, such Independent Trustee, in the exercise of its sole discretion, may deem appropriate in the best interests, as interpreted by such Independent Trustee alone, of the principal beneficiary of such Trust(s) and of each such principal beneficiary's family as a whole. Such Independent Trustee shall be guided by what, in the sole judgment of such Independent Trustee alone, would apparently be my original intent hereunder in the light of the changed circumstances. This power of amendment shall include, by way of example and not

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limitation, the power to:

d. Grant, reduce or eliminate general (as defined in Code Section 2041) and special powers of appointment with respect to part or all of any trust property (such powers may be made subject to any conditions or consents and limited to such objects as may be described in the grant or reduction of each power);

e. Add mandatory distribution or set aside provisions for one or more beneficiaries or permissible distributees;

f. Divide a Trust into separate trusts or merge separate trusts together;

g. Provide for the creation of one or more separate subaccounts (equivalent to a separate trust) in any Trust hereunder with respect to which such subaccounts are more restrictive or other administrative or dispositive provisions are made applicable in order to permit some or all of the properties or interests that may at any time be held in or allocable to that Trust to be segregated and transferred to that subaccount to achieve some tax or other benefit that would otherwise not be available to such property or interest or to the principal beneficiary or one or more of the other current beneficiaries of that Trust (such as, by way of example and not limitation, to permit (i) such property, interest or beneficiary to qualify for some governmental or tax benefit, generation-skipping transfer tax exemption or Code Section 2032A election, or (ii) a disclaimer to be made; and

h. Restrict in any way, revocably or irrevocably, the future exercise of any power held by any beneficiaries, myself, and/or a Trustee (including Independent Trustee) hereunder.

2. Limitations on Amendment Power. Notwithstanding the foregoing, however, under no circumstances shall any such amendment:

a. Extend the period of any such trust's existence beyond the already applicable rule against perpetuities limitation period specified in Subparagraph I.G;

b. Diminish in any way (that is not controlled by the beneficiary) any enforceable right any beneficiary may already have (under the then terms of this instrument) to receive the income of any trust, currently or at any time in the future (but, to the extent an amendment benefits or grants a power to a current beneficiary of any trust, it may diminish the rights of one or more beneficiaries to receive in the future the income of that trust or of any trust subsequently to come into existence to hold part or all of the assets of that trust);

c. Reduce in any way the restrictions and limitations on or liabilities of (i) myself hereunder, including without limitation Subparagraph I.A or as a fiduciary as set forth in Subparagraph III.F, or (ii) this Article IV. This shall not be interpreted to limit the ability of the Independent Trustee to increase such restrictions, limitations and liabilities;

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d. Result in any direct or indirect financial benefit to anyone who is not presently or in the future a lineal descendant of mine or the spouse of lineal descendant of mine while married to a lineal descendant of mine;

e. Make any change that would have the effect of disqualifying any such trust insofar as such trust, prior to such amendment, otherwise qualified for and was in fact already taking advantage of, while such advantage otherwise will continue, (i) any exemption from a surviving spouse's elective right or from any creditor's right to levy on any beneficiary's interest in any such trust, or (ii) any substantial deduction, credit, exclusion or other tax benefit (such as any charitable deduction, any annual gift tax exclusion, Code Section 2032A election, a generation-skipping tax exemption, the opportunity to be a stockholder in an S corporation without adversely affecting the S election of such corporation, a significant grandfathered status under some changed law, and so on).

3. Method of Amendment. Any such amendment shall be by written instrument, executed by such amending Independent Trustee with all the formalities of a deed, setting forth the trust or trusts hereunder to which the amendment applies and the effective date of such amendment.

ARTICLE V. ADDITIONAL TAX MATTERS

A. GST Trusts. I direct (a) that the Trustee shall divide any Trust to which there is allocated any GST exemption into two separate Trusts (each subject to the provisions hereof) so that the generation-skipping tax inclusion ratio of one such Trust is zero, (b) any property exempt from generation-skipping taxation shall be divided as otherwise provided herein and held for the same persons designated in Trusts separate from any property then also so divided which is not exempt from generation-skipping taxation, and (c) if upon the death of a beneficiary a taxable termination would otherwise occur with respect to any property held in Trust for him or her with an inclusion ratio greater than zero, such beneficiary shall have with respect only to such property a power to appoint such fractional share thereof which if included in such beneficiary's gross estate for federal estate tax purposes (without allowing any deduction with respect to such share) would not be taxed at the highest federal estate tax rate and such fractional share of such property shall be distributed to such persons including only such beneficiary's estate, spouse, and issue, as such beneficiary may appoint, and any part of a Trust such beneficiary does not effectively appoint shall be treated as otherwise provided for disposition upon his or her death, provided, if upon his or her death two or more Trusts for his or her benefit are directed to be divided among and held or distributed for the same persons and the generation-skipping tax inclusion ratio of any such Trust is zero, the amount of any other such Trust to which there is allocated any of such beneficiary's GST exemption shall be added to the Trusts with generation-skipping tax inclusion ratios of zero in equal shares.

I request (but do not require) that if two or more Trusts are held hereunder for any person, no principal be paid to such person from the Trusts with the lower inclusion ratios for generation-skipping tax purposes unless the Trust with the highest inclusion ratio has been exhausted by use, consumption,

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distribution or otherwise or is not reasonably available. For purposes of funding any pecuniary payment or trust division to which there is allocated any GST exemption, such payment or trust division allocation shall be satisfied with cash or property which fairly represents appreciation and depreciation (occurring between the valuation date and the date of distribution) in all of the assets from which such distribution or allocation could be made, and any pecuniary payment made before a residual transfer of property to which any GST exemption is allocated shall be satisfied with cash or property which fairly represents appreciation and depreciation (occurring between the valuation date and the date of distribution) in all of the assets from which such pecuniary payment could be satisfied and shall be allocated a pro rata share of income earned by all such assets between the valuation date and the date of payment. The valuation date with respect to any property shall be the date as of which its value is determined for federal estate tax purposes with respect to the transferor thereof, and subject to the foregoing, property distributed in kind in satisfaction of any pecuniary payment shall be selected on the basis of the value of such property on the valuation date. All terms used in this paragraph which are defined or explained in Chapter 13 of the Code shall have the same meaning when used herein. The Trustee is authorized and directed to comply with the provisions of the Treasury Regulations interpreting the generation skipping tax provisions of the Code in severing or combining any trust, creating or combining separate trust shares, allocating GST exemption, or otherwise, as necessary to best accomplish the foregoing allocations, inclusion ratios, combinations, and divisions, including, without limitation, the payment of "appropriate interest" as determined by the Trustee as that term is applied and used in said Regulations.

B. **Individual Retirement Accounts**. In the event that this Trust or any trust created under this Agreement is the beneficiary of an Individual retirement account established and maintained under Code Section 408 or a qualified pension, profit sharing or stock bonus plan established and maintained under Code Section 401 (referred to in this paragraph as "IRA"), the following provisions shall apply to such trust:

1. I intend that the beneficiaries of such trust shall be beneficiaries within the meaning of Code Section 401(a)(9) and the Treasury Regulations thereunder. All provisions of such trust shall be construed consistent with such intent. Accordingly, the following provisions shall apply to such trust:

a. No benefits from any IRA may be used or applied for the payment of any debts, taxes or other claims against my estate as set forth in the later paragraph captioned "Taxes", unless other assets of this Trust are not available for such payment.

b. In the event that a beneficiary of any trust created under this Agreement has a testamentary general power of appointment or a limited power of appointment over all or any portion of any trust established under this Agreement, and if such trust is the beneficiary of any benefits from any IRA, the beneficiary shall not appoint any part of such trust to a charitable organization or to a lineal descendant of mine who is older than the beneficiary whose life expectancy is being used to calculate distributions from such IRA.

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2. The Trustee shall deliver a copy of this Agreement to the custodian of any IRA of which this Trust or any trust created under this Agreement is the named beneficiary within the time period prescribed Code Section 401(a)(9) and the Treasury Regulations thereunder, along with such additional items required thereunder. If the custodian of the IRA changes after a copy of this Agreement has been provided pursuant to the preceding sentence, the Trustee shall immediately provide a copy of this Agreement to the new custodian. The Trustee shall request each custodian to complete a receipt of the Agreement and shall attach such receipt to this Agreement. The Trustee shall provide a copy of each amendment of this Agreement to the custodian and shall obtain a receipt of such amendment.

C. **Subchapter S Stock**. Regardless of anything herein to the contrary, in the event that the principal of a Trust includes stock in a corporation for which there is a valid election to be treated under the provisions of Subchapter S of the Code, the income beneficiary of such a Trust is a U.S. citizen or U.S. resident for federal income tax purposes, and such Trust is not an "electing small business trust" under Code Section 1361(e)(1) in regard to that corporation, the Trustee[s] shall (a) hold such stock as a substantially separate and independent share of such Trust within the meaning of Code Section 663(c), which share shall otherwise be subject to all of the terms of this Agreement, (b) distribute all of the income of such share to the one income beneficiary thereof in annual or more frequent installments, (c) upon such beneficiary's death, pay all accrued or undistributed income of such share to the beneficiary's estate, (d) distribute principal from such share during the lifetime of the income beneficiary only to such beneficiary, notwithstanding any powers of appointment granted to any person including the income beneficiary, and (e) otherwise administer such share in a manner that qualifies it as a "qualified Subchapter S trust" as that term is defined in Code Section 1361(d)(3), and shall otherwise manage and administer such share as provided under this Agreement to the extent not inconsistent with the foregoing provisions of this paragraph.

D. **Taxes**. The Trustee shall pay to the Personal Representative of my estate from the principal of the Trust, but not from the portion of any asset or the proceeds thereof which would not otherwise be includible in my gross estate for estate tax purposes, such as the proceeds of insurance policies that are not includible in my estate, such amounts as the Personal Representative certifies, in writing, are required for the payment of estate, inheritance, succession and transfer taxes, including any interest or penalty thereon, which are payable by said Personal Representative by reason of my death and are attributable to assets held in this Trust (*i.e.*, to the extent that such taxes are increased by the taxability of such Trust assets). The Trustee may rely upon the correctness of such certifications and is exonerated from all liability for making payments in reliance thereon. Notwithstanding any distribution requirement herein, subsequent to my death the Trustee is authorized to retain in trust any amounts designated to be distributed until the earlier of the issuance of an estate tax closing letter from the Internal Revenue Service in regard to my estate or the closing of the federal estate tax statute of limitations for estate taxes arising by reason of my death.

E. **Taxpayer Identification Number**. By executing this Trust Agreement, the Trustee authorizes Tescher & Spallina, P.A. to apply for a taxpayer identification number from the Internal Revenue Service for the Trust.

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IN WITNESS WHEREOF, the parties hereto have executed this Trust Agreement on the date first above written.

GRANTOR and CO-TRUSTEE:

_____
SIMON L. BERNSTEIN

This instrument was signed by SIMON L. BERNSTEIN in our presence, and at the request of and in the presence of SIMON L. BERNSTEIN and each other, we subscribe our names as witnesses on this ____ day of _____, 2008:

_____
Print Name: _____
Address: _____
_____
_____

_____
Print Name: _____
Address: _____
_____
_____

Draft

STATE OF FLORIDA
SS.
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ___ day of _____, 2008, by SIMON L. BERNSTEIN.

_____
Signature - Notary Public

[Seal with Commission Expiration Date]

_____
Print, type or stamp name of Notary Public

Personally Known _____ or Produced Identification _____
Type of Identification Produced _____

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CO-TRUSTEE:

_____
SHIRLEY BERNSTEIN

This instrument was signed by SHIRLEY BERNSTEIN in our presence, and at the request of and in the presence of SHIRLEY BERNSTEIN and each other, we subscribe our names as witnesses on this ____ day of _____, 2008:

_____
Print Name:_____
Address:_____
_____
_____

_____
Print Name:_____
Address:_____
_____
_____

Draft

STATE OF FLORIDA
SS.
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ___ day of _____, 2008, by SHIRLEY BERNSTEIN.

_____
Signature - Notary Public

[Seal with Commission Expiration Date]

_____
Print, type or stamp name of Notary Public

Personally Known _____ or Produced Identification _____
Type of Identification Produced _____

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INDEPENDENT TRUSTEE:

_____

This instrument _____ and each other, we subscribe our names as witnesses on this ____ day of _____, 2008:

_____
Print Name:_____
Address:_____
_____
_____

_____
Print Name:_____
Address:_____
_____
_____

STATE OF FLORIDA
SS.
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ___ day of _____, 2008, by _____.

_____
Signature - Notary Public

[Seal with Commission Expiration Date]

_____
Print, type or stamp name of Notary Public

Personally Known _____ or Produced Identification _____
Type of Identification Produced _____

F:\WPDATA\drt\Bernstein, Shirley & Simon\Children's Trusts\Ted S. Bernstein Family Trust.wpd [04 14:49 08 08]

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TRUST

ATTACHMENT

ITEM NO.	DESCRIPTION	AMOUNT
1	Cash	$1.00

Draft

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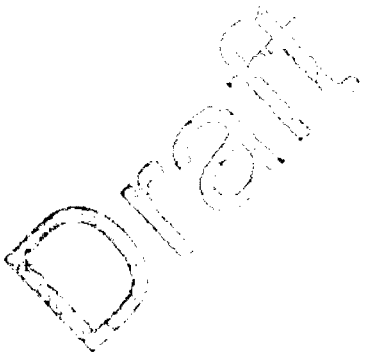
ELIOT BERNSTEIN

FAMILY TRUST



Prepared by:

Tescher & Spallina, P.A.
2101 Corporate Blvd., Suite 107, Boca Raton, Florida 33431
(561) 998-7847
www.tescherlaw.com

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ELIOT BERNSTEIN

FAMILY TRUST

THIS IRREVOCABLE TRUST AGREEMENT is made and entered into this ___ day of _____, 2008, by and between SIMON L. BERNSTEIN, a resident of Palm Beach County, Florida, as grantor, hereinafter referred to in the first person, SIMON L. BERNSTEIN and SHIRLEY BERNSTEIN as co-trustees (referred to as the ***"Trustee,"*** which term more particularly refers to all individuals and entities serving as trustee of a trust created hereunder during the time of such service, whether alone or as co-trustees, and whether originally serving or as a successor trustee), and _____ as the independent trustee (referred to as the ***"Independent Trustee,"*** which term more particularly refers to all individuals and entities serving as independent trustee of a trust created hereunder during the time of such service, whether alone or as co-trustees, and whether originally serving or as a successor independent trustee). I have delivered to the Trustee certain property as set forth in the Attachment annexed hereto, receipt of which is hereby acknowledged by the Trustee. Such property, and any additions to such property, shall be held in trust as provided in this Agreement.

Draft

ARTICLE I. TRUST ADMINISTRATION

A. **Additions, Substitutions and Trust Irrevocable**. I or any other person may cause additional property to be added hereunder at any time during life or at death by will, insurance or death benefit beneficiary designation or otherwise. I shall have no right or power, either alone or in conjunction with any other person, to alter, amend, revoke or terminate any of the terms of this Agreement in any manner whatever. Unless and until surrendered by me in a writing delivered to the Trustee, I retain the power, to be exercised in an individual and nonfiduciary capacity (*i.e.*, without any fiduciary duty to any beneficiary with respect to its exercise or nonexercise) and without requiring the consent or approval of any person, to from time to time reacquire trust principal by substituting other property of equivalent value for said principal. Notwithstanding the foregoing, said right of substitution shall not apply to any insurance policies on my life owned by this Trust that would cause me to have any incidents of ownership as that term is defined under Section 2042 of the Code and the Regulations thereunder. I shall have the right at any time or times by an instrument, in writing, delivered to the Trustee to relinquish the right of substitution provided for herein.

B. **Rights of Withdrawal**. In any calendar year during my life in which property is contributed to the Trust by gift, each Withdrawal Beneficiary with respect to such contribution, acting personally or through his or her legal or natural guardian or attorney-in-fact, is hereby granted the absolute right, with respect to each such contribution, by written instrument or instruments delivered to the Trustee prior to the termination of such right, to withdraw from the principal of the Trust, from time

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to time, an amount having an aggregate value (as of the date or dates of withdrawal) equal to such Withdrawal Beneficiary's Withdrawal Amount with respect to such contribution. Any such right to withdraw shall terminate at the earliest time and then to the extent that any such termination will not result in a taxable gift made by the individual holding the right, provided, no part of any right to withdraw shall terminate less than 60 days after the contribution to the Trust to which such right relates.

1. For purposes of this Subparagraph I.B, a Withdrawal Beneficiary with respect to a contribution to the Trust shall mean each person designated by the contributor to the Trustee in writing contemporaneously with such contribution, provided, in the event the contributor fails to make any such designation with respect to a contribution, my then living lineal descendants and their spouses shall be the Withdrawal Beneficiary with respect to such contribution.

2. For purposes of this Subparagraph I.B, each Withdrawal Beneficiary's Withdrawal Amount with respect to a contribution shall be such amount designated by the contributor to the Trustee in writing contemporaneously with the contributor's designation of such person as a Withdrawal Beneficiary, provided, if the contributor of such contribution fails to designate a Withdrawal Amount with respect to any Withdrawal Beneficiary, then each Withdrawal Beneficiary's Withdrawal Amount with respect to such contribution shall be an amount equal to a fraction (defined below) multiplied by the lesser of (i) the value of such contribution (at the time of such contribution), or (ii) the sum of the amounts of all federal gift tax exclusions then available to the contributor with respect to all Withdrawal Beneficiaries with respect to such contribution. The numerator of said fraction shall be the amount of any federal gift tax exclusion available to such contributor with respect to such Withdrawal Beneficiary (at the time of such contribution) and the denominator shall be the sum of the amounts of all federal gift tax exclusions then available to such contributor with respect to all such Withdrawal Beneficiaries. One-half of a contribution made by a married person shall be treated as a second separate contribution made by his or her spouse, provided, if such married person's spouse is then one of such Withdrawal Beneficiaries, only one-half of the excess of such contribution (at the time of such contribution) over the amount of the federal gift tax exclusion then available to such contributor with respect to his or her spouse shall be so treated.

3. Regardless of anything in this Subparagraph I.B to the contrary, each contributor of a contribution to this Trust shall have the right with respect to such contribution by a written instrument delivered to the Trustee at the time of such contribution (i) to exclude any person who would otherwise have a right of withdrawal from exercising such power; (ii) to increase or decrease the amount subject to any right of withdrawal except that the amount subject to all withdrawal rights shall not exceed the amount of the contribution; and/or (iii) to change the period during which any right of withdrawal may be exercised.

4. The Trustee shall inform any Withdrawal Beneficiary of the existence of such right of withdrawal within ten days after it comes into existence but not later than the last day of the calendar year in which it comes into existence. Any such Withdrawal Beneficiary or his or her guardian may, after receiving such notice at least once, waive further notices by an instrument in writing delivered to the Trustee.

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C. **Trusts for ELIOT BERNSTEIN and my Lineal Descendants.** The Trust shall be administered as follows for its beneficiaries:

1. Initial Beneficiary. My son, ELIOT BERNSTEIN, shall be the first principal beneficiary of the Trust.

2. Net Income and Principal Distributions.

a. The Trustee shall pay to or apply for the benefit of a principal beneficiary and the lineal descendants of a principal beneficiary dependent on such principal beneficiary for support, so much of the net income and then principal of his or her separate Trust as the Independent Trustee determines in its sole, absolute and unreviewable discretion, provided, however, that while a principal beneficiary is serving as Trustee hereunder, he or she may make distributions to or for the benefit of himself or herself for such beneficiary's Needs without any authorization from the Independent Trustee. Having in mind the extent to which funds will be available for expenditure for the benefit of such beneficiaries, the Independent Trustee is authorized to expend such amounts as it, in its sole, absolute and unreviewable discretion, shall determine to maintain the then current lifestyle of such beneficiaries, including, but not limited to, complete authority to provide for their personal care and comfort in any manner whatsoever. Net income that is not distributed shall be added to principal on an annual basis.

b. The Independent Trustee is specifically authorized in its sole, absolute and unreviewable discretion to acquire, hold and maintain one or more residences (whether held as real property, condominium or cooperative apartment) for the use and benefit of the principal beneficiary and his or her cohabitating spouse and lineal descendants, and to sell or otherwise dispose of such residences when not desired for such use and benefit. The Independent Trustee is authorized to pay all carrying charges of such residences, including, but not limited to, any taxes, assessments and maintenance thereon, and all expenses of the repair, renovation, improvement and operation thereof, including the employment of domestic servants and other expenses incident to the running of a household for the benefit of such beneficiaries.

c. In exercising the discretions conferred in this Subparagraph, the Independent Trustee should give due consideration to the advisability of using the principal beneficiary's own assets and resources in order to reduce the amount of the principal beneficiary's taxable estate, thereby minimizing the amount of the principal beneficiary's future taxes. Further, it is my intent that this Trust be used to enhance the principal beneficiaries' quality of life, including (without limitation) travel, purchase of a home, cultural appreciation and enjoyment (music, arts, etc.), and education. In addition, I would like this Trust to provide a source of funds in the event that a principal beneficiary, through accident or misfortune, does not have sufficient sources of income to provide for his or her own support. I expect my lineal descendants to support themselves independently and to be productive members of their communities and not to become dependent upon distributions from the Trusts to the extent that they lose their ambition and incentive. When a beneficiary is able to be gainfully employed

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and is not actively engaged in raising his or her children, the Independent Trustee should give due consideration in exercising its discretion to not using Trust assets to replace the beneficiary's own efforts to work and accumulate financial security. However, it is not my intent to force a parent to work outside the home when he or she has determined that it is important to stay at home to raise a family. In addition, I do not intend that the Independent Trustee place undue emphasis on the amount a beneficiary earns if he or she is actively engaged in a worthwhile pursuit, including working as an unpaid volunteer for charitable purposes. In prioritizing distributions between the principal beneficiary and his or her lineal descendants, it is my intent that my first priority is the principal beneficiary. In addition to the foregoing guidance, I request, but do not require, that my lineal descendants take adequate precautions for the protection of our family's wealth and property from marital discord through the use of prenuptial agreements or other similar planning and devices. I also request, but do not require, that my lineal descendants pursue higher education, to the best of their abilities and individual circumstances. For some descendants this may mean the completion of a college education, the receipt of a masters or a doctorate, or a professional degree, and for others this may mean training in their chosen vocation. It is not my goal that the Independent Trustee reward professional students, nor punish those lineal descendants for whom life or individual circumstances indicate that the pursuit of higher education is not practical or advantageous, but only to encourage my lineal descendants to take full advantage of all educational opportunities open to them and not rush their entry into the workplace. I do not intend by these expressions of intent to bind the Independent Trustee or alter the absolute discretion it has been granted hereunder or create enforceable obligations to any beneficiary, but merely to provide general guidance to the Independent Trustee in the exercise of its discretions.

3. Death of a Principal Beneficiary. If a principal beneficiary dies with assets remaining in his or her separate Trust, upon his or her death he or she may appoint all or part of his or her Trust, in trust, to or for the benefit of one or more of my lineal descendants and their spouses (excluding from said class, however, such principal beneficiary and such principal beneficiary's creditors, estate, and creditors of such principal beneficiary's estate), provided that any such appointment to a surviving spouse of a principal beneficiary shall be limited to a life estate in all or a lesser portion of such principal beneficiary's separate Trust, and such spouse's separate trust shall be administered as provided in Subparagraph I.D. below. Any part of his or her Trust such principal beneficiary does not effectively appoint shall upon his or her death be divided among and held in separate Trusts for the following persons with such persons to become the principal beneficiary thereunder;

a. for his or her lineal descendants then living, *per stirpes*; or

b. if he or she leaves no lineal descendant then living, *per stirpes* for the lineal descendants then living of his or her nearest ancestor (among me and my lineal descendants) with a lineal descendant then living who is also a lineal descendant of my spouse, SHIRLEY BERNSTEIN.

Such separate Trusts shall be administered as provided for trusts under this Subparagraph I.C., or added to Trusts established for such principal beneficiaries that are already in existence under Subparagraph I.C.

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D. **Administration of Separate Trust for Spouse**. The Independent Trustee shall pay to the spouse of a principal beneficiary, so much of the net income and principal of his or her separate trust as is proper for such spouse's Needs. Net income that is not distributed shall be added to principal on an annual basis. Upon the death of a spouse of a principal beneficiary, the remaining assets of his or her separate trust shall be divided among and held in separate Trusts for his or her lineal descendants then living, *per stirpes*, who are also lineal descendants of the predeceased principal beneficiary who established this Trust for his or her spouse pursuant to the power of appointment granted to said principal beneficiary under Subparagraph I.C. above. Each lineal descendant for whom a separate trust is established shall become the principal beneficiary of such separate Trusts and such separate trusts shall be administered as provided under Subparagraph I.C., or added to Trusts established for such principal beneficiaries that are already in existence under Subparagraph I.C.

E. **Termination of Small Trust**. If at any time after my death in the opinion of the Trustee a separate Trust holds assets of a value of less than $50,000.00 and is too small to justify the expense of its retention, and termination of such Trust is in the best interests of its current principal beneficiary, the Independent Trustee in its discretion may terminate such Trust and pay it to said principal beneficiary.

F. **Contingent Gift**. If at any time property of a Trust held under this Agreement is not disposed of under the other provisions of this Agreement, it shall be paid, as a gift made hereunder, to such persons and in such shares as such property would be distributed if I had then owned such property and had then died solvent, unmarried and intestate domiciled in the State of Florida, according to the laws of Florida then in effect.

G. **Maximum Duration**. Regardless of anything in this Agreement to the contrary, no trust interest herein created shall continue beyond three hundred sixty (360) years after the date of creation of this Agreement, nor shall any power of appointment be exercised in such manner so as to delay vesting of any trust beyond such period. Immediately prior to the expiration of such period, all such trusts then in existence shall terminate, and the assets thereof shall be distributed outright and in fee to then beneficiaries of the current income and in the proportions in which such persons are the beneficiaries, and if such proportions cannot be ascertained, then equally among such beneficiaries.

ARTICLE II. GENERAL

A. **Disability**. While any beneficiary is Disabled, income or principal payable to him or her may, in the discretion of the Trustee, be paid directly to him or her, without the intervention of a guardian, directly to his or her creditors or others for his or her sole benefit or to an adult person or an eligible institution (including the Trustee) selected by the Trustee as custodian for such a minor beneficiary under the Uniform Transfers to Minors Act or similar law. The receipt by such payee is a complete release to the Trustee.

B. **Substance Abuse**.

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1. In General. If the Independent Trustee reasonably believes that a beneficiary of any trust (which for purposes of this Subparagraph II.B.1 includes the lineal descendants of a principal beneficiary who are eligible to receive distributions from that trust):

a. routinely or frequently uses or consumes any illegal substance so as to be physically or psychologically dependent upon that substance, or

b. is clinically dependent upon the use or consumption of alcohol or any other legal drug or chemical substance that is not prescribed by a board certified medical doctor or psychiatrist in a current program of treatment supervised by such doctor or psychiatrist,

and if the Independent Trustee reasonably believes that as a result the beneficiary is unable to care for himself or herself, or is unable to manage his or her financial affairs, all distributions (including distributions upon termination of the trust) to the beneficiary, all of the beneficiary's withdrawal rights (if any), and all of the beneficiary's rights to participate in decisions concerning the removal and appointment of Trustees and Independent Trustees will be suspended. In that event, the following provisions of this Subparagraph II.B will apply.

2. Testing. The Independent Trustee may request the beneficiary to submit to one or more examinations (including laboratory tests of bodily fluids) determined to be appropriate by a board certified medical doctor and to consent to full disclosure to the Independent Trustee of the results of all such examinations. The Independent Trustee shall maintain strict confidentiality of those results and shall not disclose those results to any person other than the beneficiary without the prior written permission of the beneficiary. The Independent Trustee may totally or partially suspend all distributions otherwise required or permitted to be made to that beneficiary until the beneficiary consents to the examination and disclosure to the Independent Trustee.

3. Treatment. If, in the opinion of the examining doctor, the examination indicates current or recent use of a drug or substance as described above, the examining doctor will determine an appropriate method of treatment for the beneficiary (for example, counseling or treatment on an in-patient basis in a rehabilitation facility) that is acceptable to the Independent Trustee. If the beneficiary consents to the treatment, the Independent Trustee may, in its absolute and unfettered discretion, pay the costs of treatment including directly to the provider of those services.

4. Resumption of Distributions. The Independent Trustee may resume other distributions to the beneficiary (and the beneficiary's other suspended rights will be restored) when, in the case of use or consumption of an illegal substance, examinations indicate no such use for 12 months and, in all cases, when the Independent Trustee in its discretion determines that the beneficiary is able to care for himself or herself and is able to manage his or her financial affairs.

5. Exoneration. No Independent Trustee (nor any doctor retained by the Independent Trustee) will be responsible or liable to anyone for a beneficiary's actions or welfare. The Independent Trustee has no duty to inquire whether a beneficiary uses drugs or other substances as

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described in this Subparagraph II.B. The Independent Trustee (and any doctor retained by the Independent Trustee) is to be indemnified from the Trust estate and held harmless from any liability of any nature in exercising its judgment and authority under this Subparagraph II.B, including any failure to request a beneficiary to submit to medical examination, and including a decision to distribute amounts to a beneficiary.

6. Tax Savings Provision. Despite the provisions of this Subparagraph II.B, the Independent Trustee cannot suspend any mandatory distributions or withdrawal rights that are required for that trust to become or remain a Qualified Subchapter S Trust (unless the Independent Trustee elects for the trust to be an Electing Small Business Trust), or to qualify for any federal transfer tax exemption, deduction, or exclusion allowable with respect to that trust.

C. Income on Death of Beneficiary. Subject to the following Subparagraph captioned "Subchapter S Stock," and except as otherwise explicitly provided herein, upon the death of any principal beneficiary, all accrued or undistributed income of such deceased principal beneficiary's Trust shall pass with the principal of his or her Trust but shall remain income for trust accounting purposes.

D. Definitions. In this Agreement,

1. Children, Lineal Descendants. The terms "***child,***" "***children***" and "***lineal descendant***" mean only persons whose relationship to the ancestor designated is created entirely by or through (a) legitimate births occurring during the marriage of the joint biological parents to each other, (b) children and their lineal descendants arising from surrogate births and/or third party donors when (i) the child is raised from birth by a married couple through the pendency of such marriage, (ii) one of such couple is the designated ancestor, and (iii) to the best knowledge of the Trustee both members of such couple participated in the decision to have such child, and (c) lawful adoptions of minors under the age of twelve years. No such child or lineal descendant loses his or her status as such through adoption by another person. Notwithstanding the foregoing, for all purposes of this Trust and the dispositions made hereunder, my children shall only include TED S. BERNSTEIN, PAMELA B. SIMON, ELIOT BERNSTEIN, JILL IANTONI and LISA S. FRIEDSTEIN, and my lineal descendants shall include only said named individuals and their respective lineal descendants.

2. Code. "***Code***" means the Internal Revenue Code of 1986, as amended, and in referring to any particular provision of the Code, includes a reference to any equivalent or successor provision of a successor federal tax law.

3. Disabled. "***Disabled***" or being under "***Disability***" means, as to any applicable individual: (1) being under the age of 21 years, (2) having been adjudicated by a court of competent jurisdiction as mentally or physically incompetent or unable to manage his or her own property or personal affairs (or a substantially similar finding under applicable state or national law), or (3) being unable to properly manage his or her personal or financial affairs, or a trust estate hereunder as to a Trustee hereunder, because of a mental or physical impairment (whether temporary or permanent in nature). A written certificate executed by an individual's attending physician or attending psychiatrist

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confirming that person's impairment will be sufficient evidence of Disability under item (3) above, and all persons may rely conclusively on such a certificate.

4. Needs Distributions. Payments to be made for a person's ***"Needs"*** means payments for such person's support, health (including lifetime residential or nursing home care), maintenance and education. However, the Trustee, based upon information reasonably available to it, shall make such payments for a person's Needs only to the extent such person's income, and funds available from others obligated to supply funds for such purposes (including, without limitation, pursuant to child support orders and agreements), are insufficient in its opinion for such purposes, and shall take into account such person's accustomed manner of living, age, health, marital status and any other factor it considers important. Income or principal to be paid for a person's Needs may be paid to such individual or applied by the Trustee directly for the benefit of such person. The Trustee may make a distribution or application authorized for a person's Needs even if such distribution or application substantially depletes or exhausts such person's trust, without any duty upon the Trustee to retain it for future use or for other persons who might otherwise benefit from such trust.

5. Per Stirpes. In a division "***per stirpes***" each generation shall be represented and counted whether or not it has a living member.

6. Related or Subordinate Party. A "***Related or Subordinate Party***" to a trust describes a beneficiary of the subject trust or a related or subordinate party to a beneficiary of the trust as the terms "related or subordinate party" are defined under Code Section 672(c).

7. Spouse. A person's "***spouse***" includes only a spouse then married to and living as husband and wife with him or her, or a spouse who was married to and living as husband and wife with him or her at his or her death. The following rules apply to each person who is a beneficiary or a permissible appointee under this Trust Agreement and who is married to a descendant of mine. Such a person will cease to be a beneficiary and will be excluded from the class of permissible appointees and distribution recipients upon:

a. the legal termination of the marriage to my descendant (whether before or after my death), or

b. the death of my descendant if a dissolution of marriage proceeding was pending when he or she died.

The Trust will be administered as if that person had died upon the happening of the terminating event described above.

8. Gender, Number. Where appropriate, words of any gender include all genders and the singular and plural are interchangeable.

E. Powers of Appointment. Property subject to a power of appointment shall be paid to,

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or retained by the Trustee or paid to any trustee under any will or trust agreement for the benefit of, such one or more permissible appointees, in such amounts and proportions, granting such interests, powers and powers of appointment, and upon such conditions including spendthrift provisions as the holder of such power (i) in the case of a power exercisable upon the death of such holder, appoints in his or her will or in a trust agreement revocable by him or her until his or her death, or (ii) in the case of a power exercisable during the life of such holder, appoints in a written instrument signed by such holder, two witnesses and a notary public, but in either case only if such will, trust agreement, or instrument specifically refers to such power.

F. **Limitations on Powers of Trustee**. Regardless of anything herein to the contrary, no Trustee shall make or participate in making any distribution of income or principal of a trust to or for the benefit of a beneficiary which would directly or indirectly discharge any legal obligation of such Trustee or a donor of such trust (as an individual) to support such beneficiary; and no Trustee shall make or participate in making any discretionary distribution of income or principal to or for the benefit of himself or herself other than for his or her Needs, including by reason of a determination to terminate a trust described herein.

G. **Presumption of Survivorship**. If any person shall be required to survive another person in order to take any interest under this Agreement, the former person shall be deemed to have predeceased the latter person, if such persons die under circumstances which make it difficult or impracticable to determine which one died first.

H. **Protective Provision**. No beneficiary of any Trust herein created shall have any right or power to anticipate, transfer, pledge, sell, alienate, assign or encumber in any way his or her interest in the income or principal of such trust. Furthermore, no creditor shall have the right to attach, lien, seize or levy upon the interest of the beneficiary in this Trust and such interest shall not be liable for or subject to the debts, liabilities or obligations of any such beneficiary or any claims against such beneficiary (whether voluntarily or involuntarily created), and the Trustee shall pay directly to or for the use or benefit of such beneficiary all income and principal to which such beneficiary is entitled, notwithstanding that such beneficiary has executed a pledge, assignment, encumbrance or in any other manner alienated or transferred his or her beneficial interest in the Trust to another. This paragraph shall not preclude the effective exercise of any power of appointment granted herein or the exercise of any disclaimer.

I. **Governing Law**. This Agreement is governed by the law of the State of Florida.

J. **Mandatory Notice Required by Florida Law.** The trustee of a trust may have duties and responsibilities in addition to those described in the instrument creating the trust. If you have questions, you should obtain legal advice.

K. **Release of Medical Information.**

1. Disability of Beneficiary. Upon the written request of the Independent Trustee

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(with or without the concurrence of co-Trustees) issued to any current income or principal beneficiary (including discretionary beneficiaries) for whom a determination of Disability is relevant to the administration of a trust hereunder and for whom a Trustee (with or without the concurrence of co-Trustees) desires to make such a determination, such beneficiary shall issue to all Trustees including Independent Trustees (who shall be identified thereon both by name to the extent known and by class description) a valid authorization under the Health Insurance Portability and Accountability Act of 1996 and any other applicable or successor law authorizing all health care providers and all medical sources of such requested beneficiary to release protected health information of the requested beneficiary to all such Trustees that is relevant to the determination of the Disability of the requested beneficiary as Disability is defined hereunder. The period of each such valid authorization shall be for six months (or the earlier death of the requested beneficiary). If such beneficiary (or his or her legal representative if such beneficiary is a minor or legally disabled) refuses within thirty days of receipt of the request to provide a valid authorization, or at any time revokes an authorization within its term, the Trustee shall treat such beneficiary as Disabled hereunder until such valid authorization is delivered.

2. Disability of Trustee. Upon the request to a Trustee, including myself and an Independent Trustee, that is an individual by (a) a co-Trustee, or if none, (b) the person or entity next designated to serve as a successor Trustee not under legal incapacity, or if none, (c) any adult current income or principal beneficiary not under legal incapacity, or in any event and at any time (d) a court of competent jurisdiction, such Trustee shall issue to such person and all persons, courts of competent jurisdiction, and entities (who shall be identified thereon both by name to the extent known and by class description), with authority hereunder to determine such requested Trustee's Disability, a valid authorization under the Health Insurance Portability and Accountability Act of 1996 and any other applicable or successor law authorizing all health care providers and all medical sources of such requested Trustee to release protected health information of the requested Trustee to such persons, courts and entities, that is relevant to the determination of the Disability of the requested Trustee as Disability is defined hereunder. The period of each such valid authorization shall be for six months (or the earlier death or resignation of the requested Trustee). If such requested Trustee refuses within thirty days of receipt of the request to deliver a valid authorization, or at any time revokes an authorization within its term, such requested Trustee shall thereupon be treated as having resigned as Trustee hereunder.

3. Authorization to Issue Certificate. All required authorizations under this paragraph shall include the power of a physician or psychiatrist to issue a written certificate to the appropriate persons or entities as provided in paragraph II.D.3 hereof.

ARTICLE III. FIDUCIARIES

A. Powers of the Trustee. The Trustee has the powers now or hereafter provided by law and the following powers exercisable without court approval, provided, however, that the Trustee shall exercise all powers in a fiduciary capacity:

1. Investments. To sell or exchange at public or private sale and on credit or

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otherwise, with or without security, and to lease for any term or perpetually, any property, real and personal, at any time forming a part of the trust estate (the ***"estate"***); to grant and exercise options to buy or sell; to make purchases from my estate, any trust established by me during my lifetime, for full and adequate consideration and to make loans to my estate for adequate and reasonable interest and security, and the Trustee is expressly authorized to purchase stock and securities for adequate and full consideration owned by my estate, any trust established by me during my lifetime, whether such stock and securities are issued by closely held corporations or publicly traded corporations; to invest or reinvest in real or personal property of every kind, description and location; and to receive and retain any such property whether originally a part of any trust herein created or subsequently acquired, even if the Trustee is personally interested in such property, and without liability for any decline in the value thereof; all without limitation by any statutes or judicial decisions whenever enacted or announced, regulating investments or requiring diversification of investments, it being my intention to give the broadest investment powers and discretion to the Trustee. Any bank, trust company, or other corporate trustee serving hereunder as Trustee is authorized to invest in its own common trust funds.

2. Special Investments. The Trustee is expressly authorized (but not directed) to retain, make, hold, and dispose of investments not regarded as traditional for trusts, including interests or investments in privately held business and investment entities and enterprises, including without limitation stock in closely held corporations, limited partnership interests, joint venture interests, mutual funds, business trust interests, and limited liability company membership interests, notwithstanding (a) any applicable prudent investor rule or variation thereof, (b) common law or statutory diversification requirements (it being my intent that no such duty to diversify shall exist) (c) a lack of current cash flow therefrom, (d) the presence of any risk or speculative elements as compared to other available investments (it being my intent that the Trustee have sole and absolute discretion in determining what constitutes acceptable risk and what constitutes proper investment strategy), (e) lack of a reasonable rate of return, (f) risks to the preservation of principal, (g) violation of a Trustee's duty of impartiality as to different beneficiaries (it being my intent that no such duty exists for this purpose), and (h) similar limitations on investment under this Agreement or under law pertaining to investments that may or should be made by a Trustee (including without limitation the provisions of Fla.Stats. §518.11 and successor provisions thereto that would characterize such investments as forbidden, imprudent, improper or unlawful). The Trustee shall not be responsible to any trust created hereunder or the beneficiaries thereof for any loss resulting from any such authorized investment, including without limitation loss engendered by the higher risk element of that particular entity, investment, or enterprise, the failure to invest in more conservative investments, the failure to diversify trust assets, the prudent investor rule or variant thereof. Notwithstanding any provisions for distributions to beneficiaries hereunder, if the Trustee determines that the future potential investment return from any illiquid or closely held investment asset warrants the retention of that investment asset or that sufficient value could not be obtained from the sale or other disposition of an illiquid or closely held investment asset, the Trustee is authorized to retain that asset and if necessary reduce the distributions to beneficiaries due to lack of sufficient liquid or marketable assets. However, the preceding provisions of this Subparagraph shall not reduce any income distributions otherwise required hereunder for a "qualified subchapter S trust" as that term is defined in Code Section 1361(d)(3).

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3. Distributions. To make any division or distribution pro rata or non-pro rata, in cash or in kind, and to allocate undivided interests in property and dissimilar property (without regard to its tax basis) to different shares.

4. Management. To manage, develop, improve, partition or change the character of an asset or interest in property at any time; and to make ordinary and extraordinary repairs, replacements, alterations and improvements, structural or otherwise.

5. Borrowing. To borrow money from anyone on commercially reasonable terms, including entities owned in whole or in part by the trust, a Trustee, beneficiaries and other persons who may have a direct or indirect interest in a Trust; and to mortgage, margin, encumber and pledge real and personal property of a trust as security for the payment thereof, without incurring any personal liability thereon and to do so for a term within or extending beyond the terms of the trust and to renew, modify or extend existing borrowing on similar or different terms and with the same or different security without incurring any personal liability; and such borrowing from a Trustee may be with or without interest, and may be secured with a lien on trust assets.

6. Lending. To extend, modify or waive the terms of any obligation, bond or mortgage at any time forming a part of a trust and to foreclose any such mortgage; accept a conveyance of encumbered property, and take title to the property securing it by deed in lieu of foreclosure or otherwise and to satisfy or not satisfy the indebtedness securing said property; to protect or redeem any such property from forfeiture for nonpayment of taxes or other lien; generally, to exercise as to such bond, obligation or mortgage all powers that an absolute owner might exercise; and to loan funds to beneficiaries at commercially reasonable rates, terms and conditions.

7. Abandonment of Property. To abandon any property or asset when it is valueless or so encumbered or in such condition that it is of no benefit to a trust. To abstain from the payment of taxes, liens, rents, assessments, or repairs on such property and/or permit such property to be lost by tax sale, foreclosure or other proceeding or by conveyance for nominal or no consideration to anyone including a charity or by escheat to a state; all without personal liability incurred therefor.

8. Real Property Matters. To subdivide, develop or partition real estate; to purchase or sell real property and to enter into contracts to do the same; to dedicate the same to public use; to make or obtain the location of any plats; to adjust boundaries; to adjust differences in valuations on exchange or partition by giving or receiving consideration; and, to grant easements with or without consideration as the Trustee may determine; and to demolish any building, structures, walls and improvements, or to erect new buildings, structures, walls and improvements and to insure against fire and other risks; and to protect and conserve, or to lease, or to encumber, or otherwise to manage and dispose of the real property to the extent such power is not otherwise granted herein or otherwise restricted herein.

9. Claims. To enforce, compromise, adjust, arbitrate, release or otherwise settle or pay any claims or demands by or against a trust.

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10. Business Entities. To deal with any business entity or enterprise even if a Trustee is or may be a fiduciary of or own interests in said business entity or enterprise, whether operated in the form of a corporation, partnership, business trust, limited liability company, joint venture, sole proprietorship, or other form (all of which business entities and enterprises are referred to herein as "***Business Entities***"). I vest the Trustee with the following powers and authority in regard to Business Entities:

a. To retain and continue to operate a Business Entity for such period as the Trustee deems advisable;

b. To control, direct and manage the Business Entities. In this connection, the Trustee, in its sole discretion, shall determine the manner and extent of its active participation in the operation and may delegate all or any part of its power to supervise and operate to such person or persons as the Trustee may select, including any associate, partner, officer or employee of the Business Entity;

c. To hire and discharge officers and employees, fix their compensation and define their duties; and similarly to employ, compensate and discharge agents, attorneys, consultants, accountants, and such other representatives as the Trustee may deem appropriate; including the right to employ any beneficiary or fiduciary in any of the foregoing capacities;

d. To invest funds in the Business Entities, to pledge other assets of a trust as security for loans made to the Business Entities, and to lend funds from a trust to the Business Entities;

e. To organize one or more Business Entities under the laws of this or any other state or country and to transfer thereto all or any part of the Business Entities or other property of a trust, and to receive in exchange such stocks, bonds, partnership and member interests, and such other securities or interests as the Trustee may deem advisable;

f. To treat Business Entities as separate from a trust. In a Trustee's accounting to any beneficiary, the Trustee shall only be required to report the earnings and condition of the Business Entities in accordance with standard business accounting practice;

g. To retain in Business Entities such net earnings for working capital and other purposes of the Business Entities as the Trustee may deem advisable in conformity with sound business practice;

h. To sell or liquidate all or any part of the Business Entities at such time and price and upon such terms and conditions (including credit) as the Trustee may determine. My Trustee is specifically authorised and empowered to make such sale to any person, including any partner, officer, or employee of the Business Entities, a fiduciary, or to any beneficiary; and

i. To guaranty the obligations of the Business Entities, or pledge assets of a trust

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to secure such a guaranty.

11. Principal and Income. To allocate items of income or expense between income and principal as permitted or provided by the laws of the State of Florida, provided, unless otherwise provided in this instrument, the Trustee shall establish out of income and credit to principal reasonable reserves for depreciation, obsolescence and depletion, determined to be equitable and fair in accordance with some recognized reasonable and preferably uncomplicated trust accounting principle and; provided, further that the Trustee shall not be required to provide a rate of return on unproductive property unless otherwise provided in this instrument.

12. Life Insurance. The Trustee (or the Independent Trustee if I am serving as Trustee or if a Related or Subordinate Party is serving as Trustee) is authorized to purchase one or more life insurance policies on my life, the life of any beneficiary described herein, or any spouse or lineal ascendant or lineal descendant of myself or such beneficiaries. The following provisions shall apply with respect to any insurance policies constituting an asset of any trust herein created:

a. General Powers. The Trustee shall have the power to pay premiums; to apply dividends in reduction of such premiums; to borrow against the cash values thereof; to convert such policies into other forms of insurance, including paid-up insurance; to exercise any settlement options provided in any such policies; to receive the proceeds of any policy upon its maturity and to administer such proceeds as part of the principal of the trust; and in general, to exercise all other options, benefits, rights and privileges under such policies; provided, however, no Trustee other than a sole Trustee may exercise any incidents of ownership with respect to policies of insurance insuring the Trustee's own life.

b. Payment of Premiums. The Trustee shall be under no obligation to pay the premiums which may become due and payable under the provisions of any policy of insurance subject to this trust, or to make certain that such premiums are paid by myself or any other person, or to notify any persons of the nonpayment of such premiums, and it shall be under no responsibility or liability of any kind in case such premiums are not paid, except that it shall apply any dividends received by it on such policy to the payment of premiums thereon. Upon notice at any time during the continuance of this trust that the premiums due upon such policies are in default, or that premiums to become due will not be paid, either by myself or by any other person, the Trustee, within its sole discretion, may apply any cash values attributable to such policy to the purchase of paid-up insurance or of extended term insurance, or may borrow upon such policy for the payment of premiums due thereon or may accept the cash values of such policy upon its forfeiture. If facts shall occur, under the terms of the policy which shall enable a waiver of the payment of future premiums, the Trustee, upon receipt of written notice of such facts, shall promptly notify the insurance company which has issued such policy, and shall take any and all steps necessary to make such waiver of premium provision effective.

c. Collection of Proceeds. Upon the death of an insured the proceeds of the insurance policies insuring that life which are then subject to this trust shall be collected by the Trustee.

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The Trustee shall have full authority to take any action with regard to the collection that it deems best and to pay any expenses thereof out of the trust estate. However, it shall not be required to enter into or maintain any litigation to enforce payment of such policies until it shall have been indemnified to its satisfaction against all expenses and liabilities to which it might, in its judgment, be subjected by any such action on its part. The Trustee shall have full authority to make any compromise or settlement with respect to any such policies and to give to all insurance companies the necessary and proper releases and acquittances in full discharge of all their liabilities under such policies. Only the net proceeds of insurance policies subject to this trust shall be collected by the Trustee.

d. Liability of Insurance Company. No insurance company, whose policies shall be subject to this trust and who shall make payment of the proceeds thereof to the Trustee, shall be required to inquire into or take notice of any of the terms or conditions of this trust or to see to the application or disposition of the proceeds of such policies. The receipt of the Trustee to any such insurance company shall be effectual to release and discharge it for any payment so made and shall be binding upon every beneficiary of the trusts herein created.

13. Continuing Power. To continue to have or exercise, after the termination of a trust, in whole or in part, and until final distribution thereof, all title, power, discretions, rights and duties conferred or imposed upon the Trustee by law or by this Agreement or during the existence of the trust.

14. Exoneration. To provide for the exoneration of the Trustee from any personal liability on account of any arrangement or contract entered into in a fiduciary capacity.

15. Agreements. To comply with, amend, modify or rescind any agreement made during my lifetime, including those regarding the disposition, management or continuation of any closely held unincorporated business, corporation, partnership or joint venture, and including the power to complete contracts to purchase and sell real estate.

16. Voting. To vote and give proxies, with power of substitution to vote, stocks, bonds and other securities, or not to vote a security.

17. Combination of Shares. To hold the several shares of a trust or several Trusts as a common fund, dividing the income proportionately among them, to assign undivided interests to the several shares or Trusts, and to make joint investments of the funds belonging to them. For such purposes and insofar as may be practicable, the Trustee, to the extent that division of the trust estate is directed hereby, may administer the trust estate physically undivided until actual division thereof becomes necessary to make distributions. The Trustee may hold, manage, invest and account for whole or fractional trust shares as a single estate, making the division thereof by appropriate entries in the books of account only, and may allocate to each whole or fractional trust share its proportionate part of all receipts and expenses; provided, however, this carrying of several Trusts as a single estate shall not defer the vesting in possession of any whole or fractional share of a trust for the beneficiaries thereof at the times specified herein.

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18. Reimbursement. To reimburse itself from a trust for reasonable expenses incurred in the administration thereof.

19. Reliance Upon Communication. To rely, in acting under a trust, upon any letter, notice, certificate, report, statement, document or other paper, or upon any telephone, telegraph, cable, wireless or radio message, if believed by the Trustee to be genuine, and to be signed, sealed, acknowledged, presented, sent, delivered or given by or on behalf of the proper person, firm or corporation, without incurring liability for any action or inaction based thereon.

20. Assumptions. To assume, in the absence of written notice to the contrary from the person or persons concerned, that a fact or an event, by reason of which an interest or estate under a trust shall commence or terminate, does not exist or has not occurred, without incurring liability for any action or inaction based upon such assumption.

21. Removal of Assets. The Trustee may remove from the domiciliary state during the entire duration of a trust or for such lesser period as it may deem advisable, any cash, securities or other property at any time in its hands whether principal or not, and to take and keep the same outside the domiciliary state and at such place or places within or outside the borders of the United States as it may determine, without in any event being chargeable for any loss or depreciation to the trust which may result therefrom.

22. Change of Situs. The situs and/or applicable law of any trust created hereunder may be transferred to such other place as the Trustee may deem to be for the best interests of the trust estate. In so doing, the Trustee may resign and appoint successor Trustees, but may remove such successor Trustees so appointed and appoint others. Each successor Trustee may delegate any and all fiduciary powers, discretionary and ministerial, to the appointing Trustee as its agent.

23. Fiduciary Outside Domiciliary State. In the event no Trustee shall be able and willing to act as Trustee with respect to any property located outside the domiciliary state, the Trustee, without order of court, may appoint another individual or corporation (including any employee or agent of any Trustee) to act as Trustee with respect to such property. Such appointed Trustee shall have all of the powers and discretions with respect to such property as are given to the appointing Trustee with respect to the trust. The appointing Trustee may remove such appointed Trustee and appoint another upon ten (10) days notice in writing. All income from such property, and if such property is sold, exchanged or otherwise disposed of, the proceeds thereof, shall be remitted to the appointing Trustee, to be held and administered by it as Trustee hereunder. Such appointed Trustee may employ the appointing Trustee as agent in the administration of such property. No surety shall be required of any Trustee or agent acting under the provisions of this paragraph. No periodic court or statutory accounting shall be required of such appointed Trustee.

24. Additions. To receive and accept additions to the Trusts in cash or in kind from donors, Personal Representatives, administrators, Trustees or attorneys in fact, including additions of my property by the Trustee or others as my attorneys in fact.

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25. Title and Possession. To have title to and possession of all real or personal property held in the Trusts, and to register or hold title to such property in its own names or in the name of its nominee, without disclosing its fiduciary capacity, or in bearer form.

26. Agents. To employ persons, including attorneys, auditors, investment advisers, and agents, even if they are the Trustee or associated with the Trustee, to advise or assist the Trustee in the performance of its administrative duties and to pay compensation and costs incurred in connection with such employment from the assets of the Trust; to act without independent investigation upon their recommendations; and, instead of acting personally, to employ one or more agents to perform any act of administration, whether or not discretionary.

27. Tax Elections. To file tax returns, and to exercise all tax-related elections and options at its discretion, without compensating adjustments or reimbursements between any of the Trusts or any of the trust accounts or any beneficiaries.

28. Tax Reimbursement. To pay, from time to time in the Independent Trustee's sole and absolute discretion, to me or the Personal Representatives of my estate, on a cumulative basis as may be necessary, such amounts as I or my Personal Representatives shall certify as is necessary to discharge my tax liability (whether federal, state or otherwise) in respect of income realized by the Trust and not distributed to me; provided, however, this authority shall only be exercised by the Independent Trustee hereunder, and I shall not make or participate in making any discretionary distribution pursuant to this Subparagraph. The Independent Trustee shall have no obligation to reimburse me for any income taxes imposed on me by law and paid by me on Trust income or gains.

If I am serving as Trustee hereunder or if a Related or Subordinate Party is serving as Trustee hereunder, any powers and discretions provided under this Subparagraph III.A. to the Trustee that would result in gross estate inclusion of assets of this Trust under Code §§ 2036, 2038, or 2042, or successor provisions thereto, shall not be exercisable by me or such related or subordinate Trustee, and shall be exercisable only by the other Trustees who are not related or subordinate to me, or if none, by the Independent Trustee.

B. Resignation or Removal. The Trustee may resign with or without cause, by giving written notice, specifying the effective date of such resignation to his or her successor Trustee and to the current income beneficiaries, at the time of giving notice. I (or my spouse if she is serving as sole Trustee) reserve the right to remove a Trustee or co-Trustee from office, with or without cause, by giving written notice, specifying the effective date of such resignation to the removed Trustee, to his or her successor Trustee, and to the current income beneficiaries. Upon the resignation or removal of a Trustee, such Trustee shall be entitled to reimbursement from the Trust for all reasonable expenses incurred in the settlement of accounts and in the transfer of assets to his or her successor. For purposes of this Subparagraph, the Trustee shall include the Independent Trustee.

C. Appointment of Successor Trustee.

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1. Appointment. Upon a Trustee's resignation (including the Independent Trustee), or if a Trustee becomes Disabled or for any reason ceases to serve as Trustee (including the Independent Trustee), I (or my spouse if she is serving as sole Trustee) may appoint any person or persons as successor Trustee, co-Trustee or Independent Trustee, and in the case of the Independent Trustee it shall not be a Related or Subordinate Party, nor a person related or subordinate to me within the meaning of Code Section 672(c), the Treasury Regulations issued thereunder, and successor provisions thereto. Notwithstanding the foregoing, if either of the designated co-Trustees hereunder cannot continue to serve, the remaining co-Trustee shall serve alone in the absence of either of us designating a successor co-Trustee. Notwithstanding the foregoing, if a named Trustee is not a U.S. citizen or resident at the time of commencement of his term as Trustee, such Trustee should give due consideration to declining to serve to avoid potential adverse U.S. income tax consequences by reason of the characterization of a trust hereunder as a foreign trust under the Code, but shall not be construed to have any duty to so decline if such Trustee desires to serve. There shall always be a Trustee and an Independent Trustee serving hereunder, provided that the same person or entity may serve in both capacities.

2. Specific Trusts. Notwithstanding the preceding provisions of this Subparagraph III.C, subsequent to the death of the survivor of my spouse and me, I specifically appoint the following person or persons as Trustee of the following Trusts:

a. Trustee of Separate Trusts for My Lineal Descendants. With regard to a separate trust held for a lineal descendant of mine hereunder under which such lineal descendant is the principal beneficiary, each such lineal descendant of mine shall serve as co-Trustee with the then serving Trustee upon attaining age thirty (30) years, and each such lineal descendant shall serve as sole Trustee upon attaining age thirty-five (35) years, provided, however, that there shall always be an Independent Trustee serving of such separate trust. While serving as sole Trustee, a lineal descendant of mine may designate an co-Trustee to serve with such lineal descendant and each such lineal descendant may remove and/or replace such co-Trustee with another from time to time.

b. Trustee of Separate Trust for a Spouse of a Lineal Descendant of Mine. A corporate fiduciary shall serve as Trustee and Independent Trustee of any separate trust held for the benefit of a spouse of a lineal descendant of mine. Such corporate fiduciary shall be an entity with trust powers under state law and no less than One Billion ($1,000,000,000.00) Dollars under trust management (itself and its affiliates).

3. Successor Trustees Not Provided For. Whenever a successor Trustee or co-Trustee (including the Independent Trustee) is required and no successor or other functioning mechanism for succession is provided for under the terms of this Trust Agreement , the last serving Trustee (or Independent Trustee, as the case may be) or the last person or entity designated to serve as Trustee of the applicable trust (or Independent Trustee, as the case may be) may appoint his or her successor, and if none is so appointed, the following persons shall appoint a successor Trustee or Independent Trustee (who may be one of the persons making the appointment if over the age of thirty years):

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a. The remaining Trustees, if any; otherwise,

b. The principal beneficiary or the spouse of a principal beneficiary for whom a separate trust is held.

The appointment shall be by a written document executed by such person in the presence of two witnesses and acknowledged before a notary public delivered to the appointed Trustee and to me if I am living and not Disabled or in a valid last Will.

4. Power to Remove Trustee. Subsequent to the death of the survivor of my spouse and me, the age 35 or older principal beneficiary of a Trust, or the spouse of a principal beneficiary for whom a separate trust is held, shall have the power to unanimously remove a Trustee, co-Trustee or Independent Trustee (including the designated Independent Trustee or Independent co-Trustees hereunder as the case may be) of such Trust at any time with or without cause other than a successor Trustee or Independent Trustee appointed by me or my spouse at death under our last Wills, with the successor Trustee or Independent Trustee to be determined in accordance with the foregoing provisions.

D. Method of Appointment of Trustee. Any such appointment of a successor Trustee by a person shall be made in a written instrument executed by such person in the presence of two witnesses and acknowledged before a notary public which is delivered to such appointed Trustee during the lifetime of the person making such appointment, or any such appointment of a successor Trustee by a person may be made under the last Will of such person.

E. Successor Fiduciaries. No Trustee is responsible for, nor has any duty to inquire into, the administration, acts or omissions of any executor, administrator, Personal Representative, or trustee or attorney-in-fact adding property to these Trusts, or of any predecessor Trustee. Each successor Trustee has all the powers, privileges, immunities, rights and title (without the execution of any instrument of transfer or any other act by any retiring Trustee) and all the duties of all predecessors.

F. Liability and Indemnification of Trustee.

1. Liability in General. No individual Trustee (that is, a Trustee that is not a corporation or other entity) shall be liable for any of his or her actions or failures to act as Trustee, even if the individual Trustee is found by a court to have been negligent or in breach of fiduciary duty, except for liability caused by his or her actions or failures to act done in bad faith or with reckless indifference to the purposes of the trust or the interests of the beneficiaries. Each Trustee that is a corporation or other entity will be liable for its actions or failures to act that are negligent or that breach its fiduciary duty, without contribution by any individual Trustee.

2. Indemnification of Trustee. Except in regard to liabilities imposed on a Trustee under the preceding paragraph, each Trustee shall be held harmless and indemnified from the assets of the trust for any liability, damages, attorney's fees, expenses, and costs incurred as a result of its service as Trustee. A Trustee who ceases to serve for any reason will be entitled to receive reasonable security

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from the assets of the trust to protect it from liability, and may enforce these provisions for indemnification against the current Trustee or against any assets held in the trust, or if the former Trustee is an individual and not a corporation or other entity, against any beneficiary to the extent of distributions received by that beneficiary. This indemnification right extends to the estate, Personal Representatives, legal successors and assigns of a Trustee.

3. Indemnification of Trustee - Additional Provisions. I recognize that if a beneficiary accuses a Trustee of wrongdoing or breach of fiduciary duty, the Trustee may have a conflict of interest that ordinarily would prevent it from paying legal fees and costs from the trust estate to defend itself. I do not want to put a financial burden on any individual named to serve as a Trustee. Just as important, I do not want an individual who has been selected to serve as a Trustee to be reluctant to accept the position, or while serving to be intimidated in the performance of the Trustee's duties because of the threats of lawsuits that might force the Trustee to pay fees and costs from the Trustee's personal resources. For this reason, I deliberately and intentionally waive any such conflict of interest with respect to any individual serving as Trustee so that he or she can hire counsel to defend himself or herself against allegations of wrongdoing or if sued for any reason (whether by a beneficiary or by someone else) and pay all fees and costs for his or her defense from the trust estate until the dispute is resolved. I understand and agree that a court may award, disallow or allocate fees and costs in whole or in part after the dispute is resolved, as provided by law. The Trustee will account for all such fees and costs paid by it as provided by law. This provision shall not apply to any Trustee that is a corporation or other entity.

G. Compensation, Bond. Each Trustee is entitled to be paid reasonable compensation for services rendered in the administration of the Trust. Reasonable compensation for a non-individual Trustee will be its published fee schedule in effect when its services are rendered unless otherwise agreed in writing, and except as follows. Any fees paid to a non-individual Trustee for making principal distributions, for termination of the trust, and upon termination of its services must be based solely on the value of its services rendered, not on the value of the trust principal. During my lifetime the Trustee's fees are to be charged wholly against income (to the extent sufficient), unless directed otherwise by me in writing. Each Trustee shall serve without bond.

H. Maintenance of Records. The Trustee shall maintain accurate accounts and records. It shall render annual statements of the receipts and disbursements of income and principal of a Trust upon the written request of any adult vested beneficiary of such Trust or the guardian of the person of any vested beneficiary and the approval of such beneficiary shall be binding upon all persons then or thereafter interested in such Trust as to the matters and transactions shown on such statement. The Trustee may at any time apply for a judicial settlement of any account. No Trustee shall be required to file any statutory or other periodic accountings of the administration of a Trust.

I. Interested Trustee. The Trustee may act under this Agreement even if interested in these Trusts in an individual capacity, as a fiduciary of another trust or estate (including my estate) or in any other capacity. The Trustee may in good faith enter into a sale, encumbrance, or other transaction involving the investment or management of trust property for the Trustee's own personal account or which is otherwise affected by a conflict between the Trustee's fiduciary and personal interests, without

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liability and without being voidable by a beneficiary. The Trustee is specifically authorized to make loans to, to receive loans from, or to sell, purchase or exchange assets in a transaction with (i) the Trustee's spouse, (ii) the Trustee's children or grandchildren, siblings, parents, or spouses of such persons, (iii) an officer, director, employee, agent, or attorney of the Trustee, or (iv) a corporation, partnership, limited liability company, or other business entity in which the Trustee has a financial interest, provided that in any transaction the trusts hereunder receive fair and adequate consideration in money or money's worth. The Trustee may renounce any interest or expectancy of a trust in, or an opportunity to participate in, specified business opportunities or specified classes or categories of business opportunities that are presented to the Trustee. Such renunciation shall not prohibit the Trustee from participating in the Trustee's individual capacity in such opportunity or expectancy.

J. **Third Parties**. No one dealing with the Trustee need inquire into its authority or its application of property.

K. **Merger of Trusts**. If the Trustee is also trustee of a trust established by myself or another person by will or trust agreement, the beneficiaries to whom income and principal may then be paid and then operative terms of which are substantially the same as those of a Trust held under this Agreement, the Trustee in its discretion may merge either such trust into the other trust. The Trustee, in exercising its discretion, shall consider economy of administration, convenience to the beneficiaries, tax consequences and any other factor it considers important. If it is later necessary to reestablish the merged trust as separate trusts, it shall be divided proportionately to the value of each trust at the time of merger.

L. **Multiple Trustees.** Except as specifically provided herein as to the allocation of powers or discretion of the Independent Trustee, if two Trustees are serving at any time, any power or discretion of the Trustees may be exercised only by their joint agreement. Either Trustee may delegate to the other Trustee the authority to act on behalf of both Trustees and to exercise any power held by the Trustees. If more than two Trustees are serving at any time, and unless unanimous agreement is specifically required by the terms of this Trust Agreement, any power or discretion of the Trustees may be exercised only by a majority. The Trustees may delegate to any one or more of themselves the authority to act on behalf of all the Trustees and to exercise any power held by the Trustees. Trustees who consent to the delegation of authority to other Trustees will be liable for the consequences of the actions of those other Trustees as if the consenting Trustees had joined the other Trustees in performing those actions. A dissenting Trustee who did not consent to the delegation of authority to another Trustee and who has not joined in the exercise of a power or discretion cannot be held liable for the consequences of the exercise. A dissenting Trustee who joins only at the direction of the majority will not be liable for the consequences of the exercise if the dissent is expressed in writing delivered to any of the other Trustees before the exercise of that power or discretion.

ARTICLE IV. INDEPENDENT TRUSTEE

A. **In General**. The Independent Trustee shall have only those duties, obligations, and

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powers hereunder expressly provided to it, and the Trustee shall not participate in any affirmative duties provided to the Independent Trustee. Otherwise, the provisions hereunder applicable to the Trustee shall be applicable also to the Independent Trustee except where the context differentiates between a Trustee and an Independent Trustee, including without limitation provisions relating to liability and indemnification of trustees. In the event of any conflict between the powers granted hereunder to both the Trustee and the Independent Trustee, the powers of the Independent Trustee shall have priority over the Trustee. Thus, for example, if the Independent Trustee determines to invest in a Closely Held Interest, such investment is permissible notwithstanding that it reduces the assets available for other investments by the Trustee.

B. **Who May Serve**. Notwithstanding any other provisions of this Trust Agreement to the contrary, including without limitation powers in myself or others to appoint additional or successor Trustees or Independent Trustees, at no time shall a person or entity serve as an Independent Trustee hereunder if such person or entity is a Related or Subordinate Party or is related or subordinate to me within the meaning of Code Section 672(c), the Treasury Regulations issued thereunder, and successor provisions thereto, nor shall I be eligible to serve.

C. **Limited Power of Amendment.**

1. Amendment Power. In the case of each separate Trust at any time in existence hereunder, such Trust's then Independent Trustee, other than any (i) who has ever made a gift transfer to such trust, or (ii) who is prohibited by the provisions of Subparagraph IV.C.2 below from participating in the amendment involved, from time to time may, notwithstanding any other provision of this instrument, amend or restate this instrument, including its dispositive, administrative and other provisions of all kinds, in order to permit the Trustees hereunder (including the Independent Trustee):

a. To address tax and/or other circumstantial changes that may affect such Trust and/or its beneficiaries,

b. To take advantage of changed trust drafting approaches to address potential trust problems, and/or

c. To remove from the governing trust instrument any provisions which have become "deadwood" (i.e., no longer operative in the ongoing administration of such trust due to changed circumstances)

with respect to (i) such Trust, and (ii) all trusts that are subsequently to come into existence under this instrument to hold part or all of the assets of such Trust, in whatever way or ways, such Independent Trustee, in the exercise of its sole discretion, may deem appropriate in the best interests, as interpreted by such Independent Trustee alone, of the principal beneficiary of such Trust(s) and of each such principal beneficiary's family as a whole. Such Independent Trustee shall be guided by what, in the sole judgment of such Independent Trustee alone, would apparently be my original intent hereunder in the light of the changed circumstances. This power of amendment shall include, by way of example and not

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limitation, the power to:

d. Grant, reduce or eliminate general (as defined in Code Section 2041) and special powers of appointment with respect to part or all of any trust property (such powers may be made subject to any conditions or consents and limited to such objects as may be described in the grant or reduction of each power);

e. Add mandatory distribution or set aside provisions for one or more beneficiaries or permissible distributees;

f. Divide a Trust into separate trusts or merge separate trusts together;

g. Provide for the creation of one or more separate subaccounts (equivalent to a separate trust) in any Trust hereunder with respect to which such subaccounts are more restrictive or other administrative or dispositive provisions are made applicable in order to permit some or all of the properties or interests that may at any time be held in or allocable to that Trust to be segregated and transferred to that subaccount to achieve some tax or other benefit that would otherwise not be available to such property or interest or to the principal beneficiary or one or more of the other current beneficiaries of that Trust (such as, by way of example and not limitation, to permit (i) such property, interest or beneficiary to qualify for some governmental or tax benefit, generation-skipping transfer tax exemption or Code Section 2032A election, or (ii) a disclaimer to be made; and

h. Restrict in any way, revocably or irrevocably, the future exercise of any power held by any beneficiaries, myself, and/or a Trustee (including Independent Trustee) hereunder.

2. Limitations on Amendment Power. Notwithstanding the foregoing, however, under no circumstances shall any such amendment:

a. Extend the period of any such trust's existence beyond the already applicable rule against perpetuities limitation period specified in Subparagraph I.G;

b. Diminish in any way (that is not controlled by the beneficiary) any enforceable right any beneficiary may already have (under the then terms of this instrument) to receive the income of any trust, currently or at any time in the future (but, to the extent an amendment benefits or grants a power to a current beneficiary of any trust, it may diminish the rights of one or more beneficiaries to receive in the future the income of that trust or of any trust subsequently to come into existence to hold part or all of the assets of that trust);

c. Reduce in any way the restrictions and limitations on or liabilities of (i) myself hereunder, including without limitation Subparagraph I.A or as a fiduciary as set forth in Subparagraph III.F, or (ii) this Article IV. This shall not be interpreted to limit the ability of the Independent Trustee to increase such restrictions, limitations and liabilities;

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d. Result in any direct or indirect financial benefit to anyone who is not presently or in the future a lineal descendant of mine or the spouse of lineal descendant of mine while married to a lineal descendant of mine;

e. Make any change that would have the effect of disqualifying any such trust insofar as such trust, prior to such amendment, otherwise qualified for and was in fact already taking advantage of, while such advantage otherwise will continue, (i) any exemption from a surviving spouse's elective right or from any creditor's right to levy on any beneficiary's interest in any such trust, or (ii) any substantial deduction, credit, exclusion or other tax benefit (such as any charitable deduction, any annual gift tax exclusion, Code Section 2032A election, a generation-skipping tax exemption, the opportunity to be a stockholder in an S corporation without adversely affecting the S election of such corporation, a significant grandfathered status under some changed law, and so on).

3. Method of Amendment. Any such amendment shall be by written instrument, executed by such amending Independent Trustee with all the formalities of a deed, setting forth the trust or trusts hereunder to which the amendment applies and the effective date of such amendment.

ARTICLE V. ADDITIONAL TAX MATTERS

A. GST Trusts. I direct (a) that the Trustee shall divide any Trust to which there is allocated any GST exemption into two separate Trusts (each subject to the provisions hereof) so that the generation-skipping tax inclusion ratio of one such Trust is zero, (b) any property exempt from generation-skipping taxation shall be divided as otherwise provided herein and held for the same persons designated in Trusts separate from any property then also so divided which is not exempt from generation-skipping taxation, and (c) if upon the death of a beneficiary a taxable termination would otherwise occur with respect to any property held in Trust for him or her with an inclusion ratio greater than zero, such beneficiary shall have with respect only to such property a power to appoint such fractional share thereof which if included in such beneficiary's gross estate for federal estate tax purposes (without allowing any deduction with respect to such share) would not be taxed at the highest federal estate tax rate and such fractional share of such property shall be distributed to such persons including only such beneficiary's estate, spouse, and issue, as such beneficiary may appoint, and any part of a Trust such beneficiary does not effectively appoint shall be treated as otherwise provided for disposition upon his or her death, provided, if upon his or her death two or more Trusts for his or her benefit are directed to be divided among and held or distributed for the same persons and the generation-skipping tax inclusion ratio of any such Trust is zero, the amount of any other such Trust to which there is allocated any of such beneficiary's GST exemption shall be added to the Trusts with generation-skipping tax inclusion ratios of zero in equal shares.

I request (but do not require) that if two or more Trusts are held hereunder for any person, no principal be paid to such person from the Trusts with the lower inclusion ratios for generation-skipping tax purposes unless the Trust with the highest inclusion ratio has been exhausted by use, consumption,

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distribution or otherwise or is not reasonably available. For purposes of funding any pecuniary payment or trust division to which there is allocated any GST exemption, such payment or trust division allocation shall be satisfied with cash or property which fairly represents appreciation and depreciation (occurring between the valuation date and the date of distribution) in all of the assets from which such distribution or allocation could be made, and any pecuniary payment made before a residual transfer of property to which any GST exemption is allocated shall be satisfied with cash or property which fairly represents appreciation and depreciation (occurring between the valuation date and the date of distribution) in all of the assets from which such pecuniary payment could be satisfied and shall be allocated a pro rata share of income earned by all such assets between the valuation date and the date of payment. The valuation date with respect to any property shall be the date as of which its value is determined for federal estate tax purposes with respect to the transferor thereof, and subject to the foregoing, property distributed in kind in satisfaction of any pecuniary payment shall be selected on the basis of the value of such property on the valuation date. All terms used in this paragraph which are defined or explained in Chapter 13 of the Code shall have the same meaning when used herein. The Trustee is authorized and directed to comply with the provisions of the Treasury Regulations interpreting the generation skipping tax provisions of the Code in severing or combining any trust, creating or combining separate trust shares, allocating GST exemption, or otherwise, as necessary to best accomplish the foregoing allocations, inclusion ratios, combinations, and divisions, including, without limitation, the payment of "appropriate interest" as determined by the Trustee as that term is applied and used in said Regulations.

B. **Individual Retirement Accounts**. In the event that this Trust or any trust created under this Agreement is the beneficiary of an Individual retirement account established and maintained under Code Section 408 or a qualified pension, profit sharing or stock bonus plan established and maintained under Code Section 401 (referred to in this paragraph as "IRA"), the following provisions shall apply to such trust:

1. I intend that the beneficiaries of such trust shall be beneficiaries within the meaning of Code Section 401(a)(9) and the Treasury Regulations thereunder. All provisions of such trust shall be construed consistent with such intent. Accordingly, the following provisions shall apply to such trust:

a. No benefits from any IRA may be used or applied for the payment of any debts, taxes or other claims against my estate as set forth in the later paragraph captioned "Taxes", unless other assets of this Trust are not available for such payment.

b. In the event that a beneficiary of any trust created under this Agreement has a testamentary general power of appointment or a limited power of appointment over all or any portion of any trust established under this Agreement, and if such trust is the beneficiary of any benefits from any IRA, the beneficiary shall not appoint any part of such trust to a charitable organization or to a lineal descendant of mine who is older than the beneficiary whose life expectancy is being used to calculate distributions from such IRA.

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2. The Trustee shall deliver a copy of this Agreement to the custodian of any IRA of which this Trust or any trust created under this Agreement is the named beneficiary within the time period prescribed Code Section 401(a)(9) and the Treasury Regulations thereunder, along with such additional items required thereunder. If the custodian of the IRA changes after a copy of this Agreement has been provided pursuant to the preceding sentence, the Trustee shall immediately provide a copy of this Agreement to the new custodian. The Trustee shall request each custodian to complete a receipt of the Agreement and shall attach such receipt to this Agreement. The Trustee shall provide a copy of each amendment of this Agreement to the custodian and shall obtain a receipt of such amendment.

C. **Subchapter S Stock**. Regardless of anything herein to the contrary, in the event that the principal of a Trust includes stock in a corporation for which there is a valid election to be treated under the provisions of Subchapter S of the Code, the income beneficiary of such a Trust is a U.S. citizen or U.S. resident for federal income tax purposes, and such Trust is not an "electing small business trust" under Code Section 1361(e)(1) in regard to that corporation, the Trustee[s] shall (a) hold such stock as a substantially separate and independent share of such Trust within the meaning of Code Section 663(c), which share shall otherwise be subject to all of the terms of this Agreement, (b) distribute all of the income of such share to the one income beneficiary thereof in annual or more frequent installments, (c) upon such beneficiary's death, pay all accrued or undistributed income of such share to the beneficiary's estate, (d) distribute principal from such share during the lifetime of the income beneficiary only to such beneficiary, notwithstanding any powers of appointment granted to any person including the income beneficiary, and (e) otherwise administer such share in a manner that qualifies it as a "qualified Subchapter S trust" as that term is defined in Code Section 1361(d)(3), and shall otherwise manage and administer such share as provided under this Agreement to the extent not inconsistent with the foregoing provisions of this paragraph.

D. **Taxes**. The Trustee shall pay to the Personal Representative of my estate from the principal of the Trust, but not from the portion of any asset or the proceeds thereof which would not otherwise be includible in my gross estate for estate tax purposes, such as the proceeds of insurance policies that are not includible in my estate, such amounts as the Personal Representative certifies, in writing, are required for the payment of estate, inheritance, succession and transfer taxes, including any interest or penalty thereon, which are payable by said Personal Representative by reason of my death and are attributable to assets held in this Trust (*i.e.,* to the extent that such taxes are increased by the taxability of such Trust assets). The Trustee may rely upon the correctness of such certifications and is exonerated from all liability for making payments in reliance thereon. Notwithstanding any distribution requirement herein, subsequent to my death the Trustee is authorized to retain in trust any amounts designated to be distributed until the earlier of the issuance of an estate tax closing letter from the Internal Revenue Service in regard to my estate or the closing of the federal estate tax statute of limitations for estate taxes arising by reason of my death.

E. **Taxpayer Identification Number**. By executing this Trust Agreement, the Trustee authorizes Tescher & Spallina, P.A. to apply for a taxpayer identification number from the Internal Revenue Service for the Trust.

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IN WITNESS WHEREOF, the parties hereto have executed this Trust Agreement on the date first above written.

GRANTOR and CO-TRUSTEE:

_____
SIMON L. BERNSTEIN

This instrument was signed by SIMON L. BERNSTEIN in our presence, and at the request of and in the presence of SIMON L. BERNSTEIN and each other, we subscribe our names as witnesses on this ____ day of _____, 2008:

_____
Print Name: _____
Address: _____
_____
_____

_____
Print Name: _____
Address: _____
_____
_____

DRAFT

STATE OF FLORIDA
SS.
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ___ day of _____, 2008, by SIMON L. BERNSTEIN.

_____
Signature - Notary Public

[Seal with Commission Expiration Date]

_____
Print, type or stamp name of Notary Public

Personally Known _____ or Produced Identification _____
Type of Identification Produced _____

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CO-TRUSTEE:

_____
SHIRLEY BERNSTEIN

This instrument was signed by SHIRLEY BERNSTEIN in our presence, and at the request of and in the presence of SHIRLEY BERNSTEIN and each other, we subscribe our names as witnesses on this ____ day of _____, 2008:

_____
Print Name:_____
Address:_____
_____
_____

_____
Print Name:_____
Address:_____
_____
_____

Draft

STATE OF FLORIDA
SS.
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ___ day of _____, 2008, by SHIRLEY BERNSTEIN.

_____
Signature - Notary Public

[Seal with Commission Expiration Date]

_____
Print, type or stamp name of Notary Public

Personally Known _____ or Produced Identification _____
Type of Identification Produced _____

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INDEPENDENT TRUSTEE:

_____

This instrument _____ and each other, we subscribe our names as witnesses on this ____ day of _____, 2008:

_____
Print Name:_____
Address:_____
_____
_____

_____
Print Name:_____
Address:_____
_____
_____

STATE OF FLORIDA
SS.
COUNTY OF PALM BEACH

Draft

The foregoing instrument was acknowledged before me this ___ day of _____, 2008, by _____.

_____
Signature - Notary Public

[Seal with Commission Expiration Date]

_____
Print, type or stamp name of Notary Public

Personally Known _____ or Produced Identification _____
Type of Identification Produced _____

F:\WPDATA\drt\Bernstein, Shirley & Simon\Children's Trusts\Eliot Bernstein Family Trust.wpd [04 14:49 08 08]

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TRUST

ATTACHMENT

ITEM NO.	DESCRIPTION	AMOUNT
1	Cash	$1.00

Draft

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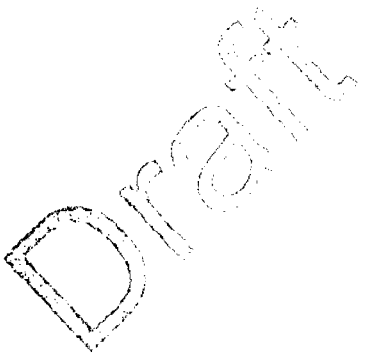
LISA S. FRIEDSTEIN

FAMILY TRUST



Prepared by:

Tescher & Spallina, P.A.
2101 Corporate Blvd., Suite 107, Boca Raton, Florida 33431
(561) 998-7847
www.tescherlaw.com

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LISA S. FRIEDSTEIN

FAMILY TRUST

THIS IRREVOCABLE TRUST AGREEMENT is made and entered into this ___ day of _____, 2008, by and between SIMON L. BERNSTEIN, a resident of Palm Beach County, Florida, as grantor, hereinafter referred to in the first person, SIMON L. BERNSTEIN and SHIRLEY BERNSTEIN as co-trustees (referred to as the ***"Trustee,"*** which term more particularly refers to all individuals and entities serving as trustee of a trust created hereunder during the time of such service, whether alone or as co-trustees, and whether originally serving or as a successor trustee), and _____ as the independent trustee (referred to as the ***"Independent Trustee,"*** which term more particularly refers to all individuals and entities serving as independent trustee of a trust created hereunder during the time of such service, whether alone or as co-trustees, and whether originally serving or as a successor independent trustee). I have delivered to the Trustee certain property as set forth in the Attachment annexed hereto, receipt of which is hereby acknowledged by the Trustee. Such property, and any additions to such property, shall be held in trust as provided in this Agreement.

ARTICLE I. TRUST ADMINISTRATION

A. Additions, Substitutions and Trust Irrevocable. I or any other person may cause additional property to be added hereunder at any time during life or at death by will, insurance or death benefit beneficiary designation or otherwise. I shall have no right or power, either alone or in conjunction with any other person, to alter, amend, revoke or terminate any of the terms of this Agreement in any manner whatever. Unless and until surrendered by me in a writing delivered to the Trustee, I retain the power, to be exercised in an individual and nonfiduciary capacity (*i.e.*, without any fiduciary duty to any beneficiary with respect to its exercise or nonexercise) and without requiring the consent or approval of any person, to from time to time reacquire trust principal by substituting other property of equivalent value for said principal. Notwithstanding the foregoing, said right of substitution shall not apply to any insurance policies on my life owned by this Trust that would cause me to have any incidents of ownership as that term is defined under Section 2042 of the Code and the Regulations thereunder. I shall have the right at any time or times by an instrument, in writing, delivered to the Trustee to relinquish the right of substitution provided for herein.

B. Rights of Withdrawal. In any calendar year during my life in which property is contributed to the Trust by gift, each Withdrawal Beneficiary with respect to such contribution, acting personally or through his or her legal or natural guardian or attorney-in-fact, is hereby granted the absolute right, with respect to each such contribution, by written instrument or instruments delivered to the Trustee prior to the termination of such right, to withdraw from the principal of the Trust, from time

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to time, an amount having an aggregate value (as of the date or dates of withdrawal) equal to such Withdrawal Beneficiary's Withdrawal Amount with respect to such contribution. Any such right to withdraw shall terminate at the earliest time and then to the extent that any such termination will not result in a taxable gift made by the individual holding the right, provided, no part of any right to withdraw shall terminate less than 60 days after the contribution to the Trust to which such right relates.

1. For purposes of this Subparagraph I.B, a Withdrawal Beneficiary with respect to a contribution to the Trust shall mean each person designated by the contributor to the Trustee in writing contemporaneously with such contribution, provided, in the event the contributor fails to make any such designation with respect to a contribution, my then living lineal descendants and their spouses shall be the Withdrawal Beneficiary with respect to such contribution.

2. For purposes of this Subparagraph I.B, each Withdrawal Beneficiary's Withdrawal Amount with respect to a contribution shall be such amount designated by the contributor to the Trustee in writing contemporaneously with the contributor's designation of such person as a Withdrawal Beneficiary, provided, if the contributor of such contribution fails to designate a Withdrawal Amount with respect to any Withdrawal Beneficiary, then each Withdrawal Beneficiary's Withdrawal Amount with respect to such contribution shall be an amount equal to a fraction (defined below) multiplied by the lesser of (i) the value of such contribution (at the time of such contribution), or (ii) the sum of the amounts of all federal gift tax exclusions then available to the contributor with respect to all Withdrawal Beneficiaries with respect to such contribution. The numerator of said fraction shall be the amount of any federal gift tax exclusion available to such contributor with respect to such Withdrawal Beneficiary (at the time of such contribution) and the denominator shall be the sum of the amounts of all federal gift tax exclusions then available to such contributor with respect to all such Withdrawal Beneficiaries. One-half of a contribution made by a married person shall be treated as a second separate contribution made by his or her spouse, provided, if such married person's spouse is then one of such Withdrawal Beneficiaries, only one-half of the excess of such contribution (at the time of such contribution) over the amount of the federal gift tax exclusion then available to such contributor with respect to his or her spouse shall be so treated.

3. Regardless of anything in this Subparagraph I.B to the contrary, each contributor of a contribution to this Trust shall have the right with respect to such contribution by a written instrument delivered to the Trustee at the time of such contribution (i) to exclude any person who would otherwise have a right of withdrawal from exercising such power; (ii) to increase or decrease the amount subject to any right of withdrawal except that the amount subject to all withdrawal rights shall not exceed the amount of the contribution; and/or (iii) to change the period during which any right of withdrawal may be exercised.

4. The Trustee shall inform any Withdrawal Beneficiary of the existence of such right of withdrawal within ten days after it comes into existence but not later than the last day of the calendar year in which it comes into existence. Any such Withdrawal Beneficiary or his or her guardian may, after receiving such notice at least once, waive further notices by an instrument in writing delivered to the Trustee.

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C. **Trusts for LISA S. FRIEDSTEIN and my Lineal Descendants.** The Trust shall be administered as follows for its beneficiaries:

1. Initial Beneficiary. My daughter, LISA S. FRIEDSTEIN, shall be the first principal beneficiary of the Trust.

2. Net Income and Principal Distributions.

a. The Trustee shall pay to or apply for the benefit of a principal beneficiary and the lineal descendants of a principal beneficiary dependent on such principal beneficiary for support, so much of the net income and then principal of his or her separate Trust as the Independent Trustee determines in its sole, absolute and unreviewable discretion, provided, however, that while a principal beneficiary is serving as Trustee hereunder, he or she may make distributions to or for the benefit of himself or herself for such beneficiary's Needs without any authorization from the Independent Trustee. Having in mind the extent to which funds will be available for expenditure for the benefit of such beneficiaries, the Independent Trustee is authorized to expend such amounts as it, in its sole, absolute and unreviewable discretion, shall determine to maintain the then current lifestyle of such beneficiaries, including, but not limited to, complete authority to provide for their personal care and comfort in any manner whatsoever. Net income that is not distributed shall be added to principal on an annual basis.

b. The Independent Trustee is specifically authorized in its sole, absolute and unreviewable discretion to acquire, hold and maintain one or more residences (whether held as real property, condominium or cooperative apartment) for the use and benefit of the principal beneficiary and his or her cohabitating spouse and lineal descendants, and to sell or otherwise dispose of such residences when not desired for such use and benefit. The Independent Trustee is authorized to pay all carrying charges of such residences, including, but not limited to, any taxes, assessments and maintenance thereon, and all expenses of the repair, renovation, improvement and operation thereof, including the employment of domestic servants and other expenses incident to the running of a household for the benefit of such beneficiaries.

c. In exercising the discretions conferred in this Subparagraph, the Independent Trustee should give due consideration to the advisability of using the principal beneficiary's own assets and resources in order to reduce the amount of the principal beneficiary's taxable estate, thereby minimizing the amount of the principal beneficiary's future taxes. Further, it is my intent that this Trust be used to enhance the principal beneficiaries' quality of life, including (without limitation) travel, purchase of a home, cultural appreciation and enjoyment (music, arts, etc.), and education. In addition, I would like this Trust to provide a source of funds in the event that a principal beneficiary, through accident or misfortune, does not have sufficient sources of income to provide for his or her own support. I expect my lineal descendants to support themselves independently and to be productive members of their communities and not to become dependent upon distributions from the Trusts to the extent that they lose their ambition and incentive. When a beneficiary is able to be gainfully employed

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and is not actively engaged in raising his or her children, the Independent Trustee should give due consideration in exercising its discretion to not using Trust assets to replace the beneficiary's own efforts to work and accumulate financial security. However, it is not my intent to force a parent to work outside the home when he or she has determined that it is important to stay at home to raise a family. In addition, I do not intend that the Independent Trustee place undue emphasis on the amount a beneficiary earns if he or she is actively engaged in a worthwhile pursuit, including working as an unpaid volunteer for charitable purposes. In prioritizing distributions between the principal beneficiary and his or her lineal descendants, it is my intent that my first priority is the principal beneficiary. In addition to the foregoing guidance, I request, but do not require, that my lineal descendants take adequate precautions for the protection of our family's wealth and property from marital discord through the use of prenuptial agreements or other similar planning and devices. I also request, but do not require, that my lineal descendants pursue higher education, to the best of their abilities and individual circumstances. For some descendants this may mean the completion of a college education, the receipt of a masters or a doctorate, or a professional degree, and for others this may mean training in their chosen vocation. It is not my goal that the Independent Trustee reward professional students, nor punish those lineal descendants for whom life or individual circumstances indicate that the pursuit of higher education is not practical or advantageous, but only to encourage my lineal descendants to take full advantage of all educational opportunities open to them and not rush their entry into the workplace. I do not intend by these expressions of intent to bind the Independent Trustee or alter the absolute discretion it has been granted hereunder or create enforceable obligations to any beneficiary, but merely to provide general guidance to the Independent Trustee in the exercise of its discretions.

3. Death of a Principal Beneficiary. If a principal beneficiary dies with assets remaining in his or her separate Trust, upon his or her death he or she may appoint all or part of his or her Trust, in trust, to or for the benefit of one or more of my lineal descendants and their spouses (excluding from said class, however, such principal beneficiary and such principal beneficiary's creditors, estate, and creditors of such principal beneficiary's estate), provided that any such appointment to a surviving spouse of a principal beneficiary shall be limited to a life estate in all or a lesser portion of such principal beneficiary's separate Trust, and such spouse's separate trust shall be administered as provided in Subparagraph I.D. below. Any part of his or her Trust such principal beneficiary does not effectively appoint shall upon his or her death be divided among and held in separate Trusts for the following persons with such persons to become the principal beneficiary thereunder;

a. for his or her lineal descendants then living, *per stirpes*; or

b. if he or she leaves no lineal descendant then living, *per stirpes* for the lineal descendants then living of his or her nearest ancestor (among me and my lineal descendants) with a lineal descendant then living who is also a lineal descendant of my spouse, SHIRLEY BERNSTEIN.

Such separate Trusts shall be administered as provided for trusts under this Subparagraph I.C., or added to Trusts established for such principal beneficiaries that are already in existence under Subparagraph I.C.

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D. Administration of Separate Trust for Spouse. The Independent Trustee shall pay to the spouse of a principal beneficiary, so much of the net income and principal of his or her separate trust as is proper for such spouse's Needs. Net income that is not distributed shall be added to principal on an annual basis. Upon the death of a spouse of a principal beneficiary, the remaining assets of his or her separate trust shall be divided among and held in separate Trusts for his or her lineal descendants then living, *per stirpes*, who are also lineal descendants of the predeceased principal beneficiary who established this Trust for his or her spouse pursuant to the power of appointment granted to said principal beneficiary under Subparagraph I.C. above. Each lineal descendant for whom a separate trust is established shall become the principal beneficiary of such separate Trusts and such separate trusts shall be administered as provided under Subparagraph I.C., or added to Trusts established for such principal beneficiaries that are already in existence under Subparagraph I.C.

E. Termination of Small Trust. If at any time after my death in the opinion of the Trustee a separate Trust holds assets of a value of less than $50,000.00 and is too small to justify the expense of its retention, and termination of such Trust is in the best interests of its current principal beneficiary, the Independent Trustee in its discretion may terminate such Trust and pay it to said principal beneficiary.

F. Contingent Gift. If at any time property of a Trust held under this Agreement is not disposed of under the other provisions of this Agreement, it shall be paid, as a gift made hereunder, to such persons and in such shares as such property would be distributed if I had then owned such property and had then died solvent, unmarried and intestate domiciled in the State of Florida, according to the laws of Florida then in effect.

G. Maximum Duration. Regardless of anything in this Agreement to the contrary, no trust interest herein created shall continue beyond three hundred sixty (360) years after the date of creation of this Agreement, nor shall any power of appointment be exercised in such manner so as to delay vesting of any trust beyond such period. Immediately prior to the expiration of such period, all such trusts then in existence shall terminate, and the assets thereof shall be distributed outright and in fee to then beneficiaries of the current income and in the proportions in which such persons are the beneficiaries, and if such proportions cannot be ascertained, then equally among such beneficiaries.

ARTICLE II. GENERAL

A. Disability. While any beneficiary is Disabled, income or principal payable to him or her may, in the discretion of the Trustee, be paid directly to him or her, without the intervention of a guardian, directly to his or her creditors or others for his or her sole benefit or to an adult person or an eligible institution (including the Trustee) selected by the Trustee as custodian for such a minor beneficiary under the Uniform Transfers to Minors Act or similar law. The receipt by such payee is a complete release to the Trustee.

B. Substance Abuse.

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1. In General. If the Independent Trustee reasonably believes that a beneficiary of any trust (which for purposes of this Subparagraph II.B.1 includes the lineal descendants of a principal beneficiary who are eligible to receive distributions from that trust):

a. routinely or frequently uses or consumes any illegal substance so as to be physically or psychologically dependent upon that substance, or

b. is clinically dependent upon the use or consumption of alcohol or any other legal drug or chemical substance that is not prescribed by a board certified medical doctor or psychiatrist in a current program of treatment supervised by such doctor or psychiatrist,

and if the Independent Trustee reasonably believes that as a result the beneficiary is unable to care for himself or herself, or is unable to manage his or her financial affairs, all distributions (including distributions upon termination of the trust) to the beneficiary, all of the beneficiary's withdrawal rights (if any), and all of the beneficiary's rights to participate in decisions concerning the removal and appointment of Trustees and Independent Trustees will be suspended. In that event, the following provisions of this Subparagraph II.B will apply.

2. Testing. The Independent Trustee may request the beneficiary to submit to one or more examinations (including laboratory tests of bodily fluids) determined to be appropriate by a board certified medical doctor and to consent to full disclosure to the Independent Trustee of the results of all such examinations. The Independent Trustee shall maintain strict confidentiality of those results and shall not disclose those results to any person other than the beneficiary without the prior written permission of the beneficiary. The Independent Trustee may totally or partially suspend all distributions otherwise required or permitted to be made to that beneficiary until the beneficiary consents to the examination and disclosure to the Independent Trustee.

3. Treatment. If, in the opinion of the examining doctor, the examination indicates current or recent use of a drug or substance as described above, the examining doctor will determine an appropriate method of treatment for the beneficiary (for example, counseling or treatment on an in-patient basis in a rehabilitation facility) that is acceptable to the Independent Trustee. If the beneficiary consents to the treatment, the Independent Trustee may, in its absolute and unfettered discretion, pay the costs of treatment including directly to the provider of those services.

4. Resumption of Distributions. The Independent Trustee may resume other distributions to the beneficiary (and the beneficiary's other suspended rights will be restored) when, in the case of use or consumption of an illegal substance, examinations indicate no such use for 12 months and, in all cases, when the Independent Trustee in its discretion determines that the beneficiary is able to care for himself or herself and is able to manage his or her financial affairs.

5. Exoneration. No Independent Trustee (nor any doctor retained by the Independent Trustee) will be responsible or liable to anyone for a beneficiary's actions or welfare. The Independent Trustee has no duty to inquire whether a beneficiary uses drugs or other substances as

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described in this Subparagraph II.B. The Independent Trustee (and any doctor retained by the Independent Trustee) is to be indemnified from the Trust estate and held harmless from any liability of any nature in exercising its judgment and authority under this Subparagraph II.B, including any failure to request a beneficiary to submit to medical examination, and including a decision to distribute amounts to a beneficiary.

6. Tax Savings Provision. Despite the provisions of this Subparagraph II.B, the Independent Trustee cannot suspend any mandatory distributions or withdrawal rights that are required for that trust to become or remain a Qualified Subchapter S Trust (unless the Independent Trustee elects for the trust to be an Electing Small Business Trust), or to qualify for any federal transfer tax exemption, deduction, or exclusion allowable with respect to that trust.

C. Income on Death of Beneficiary. Subject to the following Subparagraph captioned "Subchapter S Stock," and except as otherwise explicitly provided herein, upon the death of any principal beneficiary, all accrued or undistributed income of such deceased principal beneficiary's Trust shall pass with the principal of his or her Trust but shall remain income for trust accounting purposes.

D. Definitions. In this Agreement,

1. Children, Lineal Descendants. The terms "***child,***" "***children***" and "***lineal descendant***" mean only persons whose relationship to the ancestor designated is created entirely by or through (a) legitimate births occurring during the marriage of the joint biological parents to each other, (b) children and their lineal descendants arising from surrogate births and/or third party donors when (i) the child is raised from birth by a married couple through the pendency of such marriage, (ii) one of such couple is the designated ancestor, and (iii) to the best knowledge of the Trustee both members of such couple participated in the decision to have such child, and (c) lawful adoptions of minors under the age of twelve years. No such child or lineal descendant loses his or her status as such through adoption by another person. Notwithstanding the foregoing, for all purposes of this Trust and the dispositions made hereunder, my children shall only include TED S. BERNSTEIN, PAMELA B. SIMON, ELIOT BERNSTEIN, JILL IANTONI and LISA S. FRIEDSTEIN, and my lineal descendants shall include only said named individuals and their respective lineal descendants.

2. Code. "***Code***" means the Internal Revenue Code of 1986, as amended, and in referring to any particular provision of the Code, includes a reference to any equivalent or successor provision of a successor federal tax law.

3. Disabled. "***Disabled***" or being under "***Disability***" means, as to any applicable individual: (1) being under the age of 21 years, (2) having been adjudicated by a court of competent jurisdiction as mentally or physically incompetent or unable to manage his or her own property or personal affairs (or a substantially similar finding under applicable state or national law), or (3) being unable to properly manage his or her personal or financial affairs, or a trust estate hereunder as to a Trustee hereunder, because of a mental or physical impairment (whether temporary or permanent in nature). A written certificate executed by an individual's attending physician or attending psychiatrist

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confirming that person's impairment will be sufficient evidence of Disability under item (3) above, and all persons may rely conclusively on such a certificate.

4. Needs Distributions. Payments to be made for a person's ***"Needs"*** means payments for such person's support, health (including lifetime residential or nursing home care), maintenance and education. However, the Trustee, based upon information reasonably available to it, shall make such payments for a person's Needs only to the extent such person's income, and funds available from others obligated to supply funds for such purposes (including, without limitation, pursuant to child support orders and agreements), are insufficient in its opinion for such purposes, and shall take into account such person's accustomed manner of living, age, health, marital status and any other factor it considers important. Income or principal to be paid for a person's Needs may be paid to such individual or applied by the Trustee directly for the benefit of such person. The Trustee may make a distribution or application authorized for a person's Needs even if such distribution or application substantially depletes or exhausts such person's trust, without any duty upon the Trustee to retain it for future use or for other persons who might otherwise benefit from such trust.

5. Per Stirpes. In a division "***per stirpes***" each generation shall be represented and counted whether or not it has a living member.

6. Related or Subordinate Party. A "***Related or Subordinate Party***" to a trust describes a beneficiary of the subject trust or a related or subordinate party to a beneficiary of the trust as the terms "related or subordinate party" are defined under Code Section 672(c).

7. Spouse. A person's "***spouse***" includes only a spouse then married to and living as husband and wife with him or her, or a spouse who was married to and living as husband and wife with him or her at his or her death. The following rules apply to each person who is a beneficiary or a permissible appointee under this Trust Agreement and who is married to a descendant of mine. Such a person will cease to be a beneficiary and will be excluded from the class of permissible appointees and distribution recipients upon:

a. the legal termination of the marriage to my descendant (whether before or after my death), or

b. the death of my descendant if a dissolution of marriage proceeding was pending when he or she died.

The Trust will be administered as if that person had died upon the happening of the terminating event described above.

8. Gender, Number. Where appropriate, words of any gender include all genders and the singular and plural are interchangeable.

E. Powers of Appointment. Property subject to a power of appointment shall be paid to,

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or retained by the Trustee or paid to any trustee under any will or trust agreement for the benefit of, such one or more permissible appointees, in such amounts and proportions, granting such interests, powers and powers of appointment, and upon such conditions including spendthrift provisions as the holder of such power (i) in the case of a power exercisable upon the death of such holder, appoints in his or her will or in a trust agreement revocable by him or her until his or her death, or (ii) in the case of a power exercisable during the life of such holder, appoints in a written instrument signed by such holder, two witnesses and a notary public, but in either case only if such will, trust agreement, or instrument specifically refers to such power.

F. **Limitations on Powers of Trustee**. Regardless of anything herein to the contrary, no Trustee shall make or participate in making any distribution of income or principal of a trust to or for the benefit of a beneficiary which would directly or indirectly discharge any legal obligation of such Trustee or a donor of such trust (as an individual) to support such beneficiary; and no Trustee shall make or participate in making any discretionary distribution of income or principal to or for the benefit of himself or herself other than for his or her Needs, including by reason of a determination to terminate a trust described herein.

G. **Presumption of Survivorship**. If any person shall be required to survive another person in order to take any interest under this Agreement, the former person shall be deemed to have predeceased the latter person, if such persons die under circumstances which make it difficult or impracticable to determine which one died first.

H. **Protective Provision**. No beneficiary of any Trust herein created shall have any right or power to anticipate, transfer, pledge, sell, alienate, assign or encumber in any way his or her interest in the income or principal of such trust. Furthermore, no creditor shall have the right to attach, lien, seize or levy upon the interest of the beneficiary in this Trust and such interest shall not be liable for or subject to the debts, liabilities or obligations of any such beneficiary or any claims against such beneficiary (whether voluntarily or involuntarily created), and the Trustee shall pay directly to or for the use or benefit of such beneficiary all income and principal to which such beneficiary is entitled, notwithstanding that such beneficiary has executed a pledge, assignment, encumbrance or in any other manner alienated or transferred his or her beneficial interest in the Trust to another. This paragraph shall not preclude the effective exercise of any power of appointment granted herein or the exercise of any disclaimer.

I. **Governing Law**. This Agreement is governed by the law of the State of Florida.

J. **Mandatory Notice Required by Florida Law.** The trustee of a trust may have duties and responsibilities in addition to those described in the instrument creating the trust. If you have questions, you should obtain legal advice.

K. **Release of Medical Information.**

1. Disability of Beneficiary. Upon the written request of the Independent Trustee

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(with or without the concurrence of co-Trustees) issued to any current income or principal beneficiary (including discretionary beneficiaries) for whom a determination of Disability is relevant to the administration of a trust hereunder and for whom a Trustee (with or without the concurrence of co-Trustees) desires to make such a determination, such beneficiary shall issue to all Trustees including Independent Trustees (who shall be identified thereon both by name to the extent known and by class description) a valid authorization under the Health Insurance Portability and Accountability Act of 1996 and any other applicable or successor law authorizing all health care providers and all medical sources of such requested beneficiary to release protected health information of the requested beneficiary to all such Trustees that is relevant to the determination of the Disability of the requested beneficiary as Disability is defined hereunder. The period of each such valid authorization shall be for six months (or the earlier death of the requested beneficiary). If such beneficiary (or his or her legal representative if such beneficiary is a minor or legally disabled) refuses within thirty days of receipt of the request to provide a valid authorization, or at any time revokes an authorization within its term, the Trustee shall treat such beneficiary as Disabled hereunder until such valid authorization is delivered.

2. Disability of Trustee. Upon the request to a Trustee, including myself and an Independent Trustee, that is an individual by (a) a co-Trustee, or if none, (b) the person or entity next designated to serve as a successor Trustee not under legal incapacity, or if none, (c) any adult current income or principal beneficiary not under legal incapacity, or in any event and at any time (d) a court of competent jurisdiction, such Trustee shall issue to such person and all persons, courts of competent jurisdiction, and entities (who shall be identified thereon both by name to the extent known and by class description), with authority hereunder to determine such requested Trustee's Disability, a valid authorization under the Health Insurance Portability and Accountability Act of 1996 and any other applicable or successor law authorizing all health care providers and all medical sources of such requested Trustee to release protected health information of the requested Trustee to such persons, courts and entities, that is relevant to the determination of the Disability of the requested Trustee as Disability is defined hereunder. The period of each such valid authorization shall be for six months (or the earlier death or resignation of the requested Trustee). If such requested Trustee refuses within thirty days of receipt of the request to deliver a valid authorization, or at any time revokes an authorization within its term, such requested Trustee shall thereupon be treated as having resigned as Trustee hereunder.

3. Authorization to Issue Certificate. All required authorizations under this paragraph shall include the power of a physician or psychiatrist to issue a written certificate to the appropriate persons or entities as provided in paragraph II.D.3 hereof.

ARTICLE III. FIDUCIARIES

A. Powers of the Trustee. The Trustee has the powers now or hereafter provided by law and the following powers exercisable without court approval, provided, however, that the Trustee shall exercise all powers in a fiduciary capacity:

1. Investments. To sell or exchange at public or private sale and on credit or

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otherwise, with or without security, and to lease for any term or perpetually, any property, real and personal, at any time forming a part of the trust estate (the ***"estate"***); to grant and exercise options to buy or sell; to make purchases from my estate, any trust established by me during my lifetime, for full and adequate consideration and to make loans to my estate for adequate and reasonable interest and security, and the Trustee is expressly authorized to purchase stock and securities for adequate and full consideration owned by my estate, any trust established by me during my lifetime, whether such stock and securities are issued by closely held corporations or publicly traded corporations; to invest or reinvest in real or personal property of every kind, description and location; and to receive and retain any such property whether originally a part of any trust herein created or subsequently acquired, even if the Trustee is personally interested in such property, and without liability for any decline in the value thereof; all without limitation by any statutes or judicial decisions whenever enacted or announced, regulating investments or requiring diversification of investments, it being my intention to give the broadest investment powers and discretion to the Trustee. Any bank, trust company, or other corporate trustee serving hereunder as Trustee is authorized to invest in its own common trust funds.

2. Special Investments. The Trustee is expressly authorized (but not directed) to retain, make, hold, and dispose of investments not regarded as traditional for trusts, including interests or investments in privately held business and investment entities and enterprises, including without limitation stock in closely held corporations, limited partnership interests, joint venture interests, mutual funds, business trust interests, and limited liability company membership interests, notwithstanding (a) any applicable prudent investor rule or variation thereof, (b) common law or statutory diversification requirements (it being my intent that no such duty to diversify shall exist) (c) a lack of current cash flow therefrom, (d) the presence of any risk or speculative elements as compared to other available investments (it being my intent that the Trustee have sole and absolute discretion in determining what constitutes acceptable risk and what constitutes proper investment strategy), (e) lack of a reasonable rate of return, (f) risks to the preservation of principal, (g) violation of a Trustee's duty of impartiality as to different beneficiaries (it being my intent that no such duty exists for this purpose), and (h) similar limitations on investment under this Agreement or under law pertaining to investments that may or should be made by a Trustee (including without limitation the provisions of Fla.Stats. §518.11 and successor provisions thereto that would characterize such investments as forbidden, imprudent, improper or unlawful). The Trustee shall not be responsible to any trust created hereunder or the beneficiaries thereof for any loss resulting from any such authorized investment, including without limitation loss engendered by the higher risk element of that particular entity, investment, or enterprise, the failure to invest in more conservative investments, the failure to diversify trust assets, the prudent investor rule or variant thereof. Notwithstanding any provisions for distributions to beneficiaries hereunder, if the Trustee determines that the future potential investment return from any illiquid or closely held investment asset warrants the retention of that investment asset or that sufficient value could not be obtained from the sale or other disposition of an illiquid or closely held investment asset, the Trustee is authorized to retain that asset and if necessary reduce the distributions to beneficiaries due to lack of sufficient liquid or marketable assets. However, the preceding provisions of this Subparagraph shall not reduce any income distributions otherwise required hereunder for a "qualified subchapter S trust" as that term is defined in Code Section 1361(d)(3).

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3. Distributions. To make any division or distribution pro rata or non-pro rata, in cash or in kind, and to allocate undivided interests in property and dissimilar property (without regard to its tax basis) to different shares.

4. Management. To manage, develop, improve, partition or change the character of an asset or interest in property at any time; and to make ordinary and extraordinary repairs, replacements, alterations and improvements, structural or otherwise.

5. Borrowing. To borrow money from anyone on commercially reasonable terms, including entities owned in whole or in part by the trust, a Trustee, beneficiaries and other persons who may have a direct or indirect interest in a Trust; and to mortgage, margin, encumber and pledge real and personal property of a trust as security for the payment thereof, without incurring any personal liability thereon and to do so for a term within or extending beyond the terms of the trust and to renew, modify or extend existing borrowing on similar or different terms and with the same or different security without incurring any personal liability; and such borrowing from a Trustee may be with or without interest, and may be secured with a lien on trust assets.

6. Lending. To extend, modify or waive the terms of any obligation, bond or mortgage at any time forming a part of a trust and to foreclose any such mortgage; accept a conveyance of encumbered property, and take title to the property securing it by deed in lieu of foreclosure or otherwise and to satisfy or not satisfy the indebtedness securing said property; to protect or redeem any such property from forfeiture for nonpayment of taxes or other lien; generally, to exercise as to such bond, obligation or mortgage all powers that an absolute owner might exercise; and to loan funds to beneficiaries at commercially reasonable rates, terms and conditions.

7. Abandonment of Property. To abandon any property or asset when it is valueless or so encumbered or in such condition that it is of no benefit to a trust. To abstain from the payment of taxes, liens, rents, assessments, or repairs on such property and/or permit such property to be lost by tax sale, foreclosure or other proceeding or by conveyance for nominal or no consideration to anyone including a charity or by escheat to a state; all without personal liability incurred therefor.

8. Real Property Matters. To subdivide, develop or partition real estate; to purchase or sell real property and to enter into contracts to do the same; to dedicate the same to public use; to make or obtain the location of any plats; to adjust boundaries; to adjust differences in valuations on exchange or partition by giving or receiving consideration; and, to grant easements with or without consideration as the Trustee may determine; and to demolish any building, structures, walls and improvements, or to erect new buildings, structures, walls and improvements and to insure against fire and other risks; and to protect and conserve, or to lease, or to encumber, or otherwise to manage and dispose of the real property to the extent such power is not otherwise granted herein or otherwise restricted herein.

9. Claims. To enforce, compromise, adjust, arbitrate, release or otherwise settle or pay any claims or demands by or against a trust.

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10. Business Entities. To deal with any business entity or enterprise even if a Trustee is or may be a fiduciary of or own interests in said business entity or enterprise, whether operated in the form of a corporation, partnership, business trust, limited liability company, joint venture, sole proprietorship, or other form (all of which business entities and enterprises are referred to herein as "***Business Entities***"). I vest the Trustee with the following powers and authority in regard to Business Entities:

a. To retain and continue to operate a Business Entity for such period as the Trustee deems advisable;

b. To control, direct and manage the Business Entities. In this connection, the Trustee, in its sole discretion, shall determine the manner and extent of its active participation in the operation and may delegate all or any part of its power to supervise and operate to such person or persons as the Trustee may select, including any associate, partner, officer or employee of the Business Entity;

c. To hire and discharge officers and employees, fix their compensation and define their duties; and similarly to employ, compensate and discharge agents, attorneys, consultants, accountants, and such other representatives as the Trustee may deem appropriate; including the right to employ any beneficiary or fiduciary in any of the foregoing capacities;

d. To invest funds in the Business Entities, to pledge other assets of a trust as security for loans made to the Business Entities, and to lend funds from a trust to the Business Entities;

e. To organize one or more Business Entities under the laws of this or any other state or country and to transfer thereto all or any part of the Business Entities or other property of a trust, and to receive in exchange such stocks, bonds, partnership and member interests, and such other securities or interests as the Trustee may deem advisable;

f. To treat Business Entities as separate from a trust. In a Trustee's accounting to any beneficiary, the Trustee shall only be required to report the earnings and condition of the Business Entities in accordance with standard business accounting practice;

g. To retain in Business Entities such net earnings for working capital and other purposes of the Business Entities as the Trustee may deem advisable in conformity with sound business practice;

h. To sell or liquidate all or any part of the Business Entities at such time and price and upon such terms and conditions (including credit) as the Trustee may determine. My Trustee is specifically authorised and empowered to make such sale to any person, including any partner, officer, or employee of the Business Entities, a fiduciary, or to any beneficiary; and

i. To guaranty the obligations of the Business Entities, or pledge assets of a trust

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to secure such a guaranty.

11. Principal and Income. To allocate items of income or expense between income and principal as permitted or provided by the laws of the State of Florida, provided, unless otherwise provided in this instrument, the Trustee shall establish out of income and credit to principal reasonable reserves for depreciation, obsolescence and depletion, determined to be equitable and fair in accordance with some recognized reasonable and preferably uncomplicated trust accounting principle and; provided, further that the Trustee shall not be required to provide a rate of return on unproductive property unless otherwise provided in this instrument.

12. Life Insurance. The Trustee (or the Independent Trustee if I am serving as Trustee or if a Related or Subordinate Party is serving as Trustee) is authorized to purchase one or more life insurance policies on my life, the life of any beneficiary described herein, or any spouse or lineal ascendant or lineal descendant of myself or such beneficiaries. The following provisions shall apply with respect to any insurance policies constituting an asset of any trust herein created:

a. General Powers. The Trustee shall have the power to pay premiums; to apply dividends in reduction of such premiums; to borrow against the cash values thereof; to convert such policies into other forms of insurance, including paid-up insurance; to exercise any settlement options provided in any such policies; to receive the proceeds of any policy upon its maturity and to administer such proceeds as part of the principal of the trust; and in general, to exercise all other options, benefits, rights and privileges under such policies; provided, however, no Trustee other than a sole Trustee may exercise any incidents of ownership with respect to policies of insurance insuring the Trustee's own life.

b. Payment of Premiums. The Trustee shall be under no obligation to pay the premiums which may become due and payable under the provisions of any policy of insurance subject to this trust, or to make certain that such premiums are paid by myself or any other person, or to notify any persons of the nonpayment of such premiums, and it shall be under no responsibility or liability of any kind in case such premiums are not paid, except that it shall apply any dividends received by it on such policy to the payment of premiums thereon. Upon notice at any time during the continuance of this trust that the premiums due upon such policies are in default, or that premiums to become due will not be paid, either by myself or by any other person, the Trustee, within its sole discretion, may apply any cash values attributable to such policy to the purchase of paid-up insurance or of extended term insurance, or may borrow upon such policy for the payment of premiums due thereon or may accept the cash values of such policy upon its forfeiture. If facts shall occur, under the terms of the policy which shall enable a waiver of the payment of future premiums, the Trustee, upon receipt of written notice of such facts, shall promptly notify the insurance company which has issued such policy, and shall take any and all steps necessary to make such waiver of premium provision effective.

c. Collection of Proceeds. Upon the death of an insured the proceeds of the insurance policies insuring that life which are then subject to this trust shall be collected by the Trustee.

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The Trustee shall have full authority to take any action with regard to the collection that it deems best and to pay any expenses thereof out of the trust estate. However, it shall not be required to enter into or maintain any litigation to enforce payment of such policies until it shall have been indemnified to its satisfaction against all expenses and liabilities to which it might, in its judgment, be subjected by any such action on its part. The Trustee shall have full authority to make any compromise or settlement with respect to any such policies and to give to all insurance companies the necessary and proper releases and acquittances in full discharge of all their liabilities under such policies. Only the net proceeds of insurance policies subject to this trust shall be collected by the Trustee.

d. Liability of Insurance Company. No insurance company, whose policies shall be subject to this trust and who shall make payment of the proceeds thereof to the Trustee, shall be required to inquire into or take notice of any of the terms or conditions of this trust or to see to the application or disposition of the proceeds of such policies. The receipt of the Trustee to any such insurance company shall be effectual to release and discharge it for any payment so made and shall be binding upon every beneficiary of the trusts herein created.

13. Continuing Power. To continue to have or exercise, after the termination of a trust, in whole or in part, and until final distribution thereof, all title, power, discretions, rights and duties conferred or imposed upon the Trustee by law or by this Agreement or during the existence of the trust.

14. Exoneration. To provide for the exoneration of the Trustee from any personal liability on account of any arrangement or contract entered into in a fiduciary capacity.

15. Agreements. To comply with, amend, modify or rescind any agreement made during my lifetime, including those regarding the disposition, management or continuation of any closely held unincorporated business, corporation, partnership or joint venture, and including the power to complete contracts to purchase and sell real estate.

16. Voting. To vote and give proxies, with power of substitution to vote, stocks, bonds and other securities, or not to vote a security.

17. Combination of Shares. To hold the several shares of a trust or several Trusts as a common fund, dividing the income proportionately among them, to assign undivided interests to the several shares or Trusts, and to make joint investments of the funds belonging to them. For such purposes and insofar as may be practicable, the Trustee, to the extent that division of the trust estate is directed hereby, may administer the trust estate physically undivided until actual division thereof becomes necessary to make distributions. The Trustee may hold, manage, invest and account for whole or fractional trust shares as a single estate, making the division thereof by appropriate entries in the books of account only, and may allocate to each whole or fractional trust share its proportionate part of all receipts and expenses; provided, however, this carrying of several Trusts as a single estate shall not defer the vesting in possession of any whole or fractional share of a trust for the beneficiaries thereof at the times specified herein.

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18. Reimbursement. To reimburse itself from a trust for reasonable expenses incurred in the administration thereof.

19. Reliance Upon Communication. To rely, in acting under a trust, upon any letter, notice, certificate, report, statement, document or other paper, or upon any telephone, telegraph, cable, wireless or radio message, if believed by the Trustee to be genuine, and to be signed, sealed, acknowledged, presented, sent, delivered or given by or on behalf of the proper person, firm or corporation, without incurring liability for any action or inaction based thereon.

20. Assumptions. To assume, in the absence of written notice to the contrary from the person or persons concerned, that a fact or an event, by reason of which an interest or estate under a trust shall commence or terminate, does not exist or has not occurred, without incurring liability for any action or inaction based upon such assumption.

21. Removal of Assets. The Trustee may remove from the domiciliary state during the entire duration of a trust or for such lesser period as it may deem advisable, any cash, securities or other property at any time in its hands whether principal or not, and to take and keep the same outside the domiciliary state and at such place or places within or outside the borders of the United States as it may determine, without in any event being chargeable for any loss or depreciation to the trust which may result therefrom.

22. Change of Situs. The situs and/or applicable law of any trust created hereunder may be transferred to such other place as the Trustee may deem to be for the best interests of the trust estate. In so doing, the Trustee may resign and appoint successor Trustees, but may remove such successor Trustees so appointed and appoint others. Each successor Trustee may delegate any and all fiduciary powers, discretionary and ministerial, to the appointing Trustee as its agent.

23. Fiduciary Outside Domiciliary State. In the event no Trustee shall be able and willing to act as Trustee with respect to any property located outside the domiciliary state, the Trustee, without order of court, may appoint another individual or corporation (including any employee or agent of any Trustee) to act as Trustee with respect to such property. Such appointed Trustee shall have all of the powers and discretions with respect to such property as are given to the appointing Trustee with respect to the trust. The appointing Trustee may remove such appointed Trustee and appoint another upon ten (10) days notice in writing. All income from such property, and if such property is sold, exchanged or otherwise disposed of, the proceeds thereof, shall be remitted to the appointing Trustee, to be held and administered by it as Trustee hereunder. Such appointed Trustee may employ the appointing Trustee as agent in the administration of such property. No surety shall be required of any Trustee or agent acting under the provisions of this paragraph. No periodic court or statutory accounting shall be required of such appointed Trustee.

24. Additions. To receive and accept additions to the Trusts in cash or in kind from donors, Personal Representatives, administrators, Trustees or attorneys in fact, including additions of my property by the Trustee or others as my attorneys in fact.

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25. Title and Possession. To have title to and possession of all real or personal property held in the Trusts, and to register or hold title to such property in its own names or in the name of its nominee, without disclosing its fiduciary capacity, or in bearer form.

26. Agents. To employ persons, including attorneys, auditors, investment advisers, and agents, even if they are the Trustee or associated with the Trustee, to advise or assist the Trustee in the performance of its administrative duties and to pay compensation and costs incurred in connection with such employment from the assets of the Trust; to act without independent investigation upon their recommendations; and, instead of acting personally, to employ one or more agents to perform any act of administration, whether or not discretionary.

27. Tax Elections. To file tax returns, and to exercise all tax-related elections and options at its discretion, without compensating adjustments or reimbursements between any of the Trusts or any of the trust accounts or any beneficiaries.

28. Tax Reimbursement. To pay, from time to time in the Independent Trustee's sole and absolute discretion, to me or the Personal Representatives of my estate, on a cumulative basis as may be necessary, such amounts as I or my Personal Representatives shall certify as is necessary to discharge my tax liability (whether federal, state or otherwise) in respect of income realized by the Trust and not distributed to me; provided, however, this authority shall only be exercised by the Independent Trustee hereunder, and I shall not make or participate in making any discretionary distribution pursuant to this Subparagraph. The Independent Trustee shall have no obligation to reimburse me for any income taxes imposed on me by law and paid by me on Trust income or gains.

If I am serving as Trustee hereunder or if a Related or Subordinate Party is serving as Trustee hereunder, any powers and discretions provided under this Subparagraph III.A. to the Trustee that would result in gross estate inclusion of assets of this Trust under Code §§ 2036, 2038, or 2042, or successor provisions thereto, shall not be exercisable by me or such related or subordinate Trustee, and shall be exercisable only by the other Trustees who are not related or subordinate to me, or if none, by the Independent Trustee.

B. Resignation or Removal. The Trustee may resign with or without cause, by giving written notice, specifying the effective date of such resignation to his or her successor Trustee and to the current income beneficiaries, at the time of giving notice. I (or my spouse if she is serving as sole Trustee) reserve the right to remove a Trustee or co-Trustee from office, with or without cause, by giving written notice, specifying the effective date of such resignation to the removed Trustee, to his or her successor Trustee, and to the current income beneficiaries. Upon the resignation or removal of a Trustee, such Trustee shall be entitled to reimbursement from the Trust for all reasonable expenses incurred in the settlement of accounts and in the transfer of assets to his or her successor. For purposes of this Subparagraph, the Trustee shall include the Independent Trustee.

C. Appointment of Successor Trustee.

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1. Appointment. Upon a Trustee's resignation (including the Independent Trustee), or if a Trustee becomes Disabled or for any reason ceases to serve as Trustee (including the Independent Trustee), I (or my spouse if she is serving as sole Trustee) may appoint any person or persons as successor Trustee, co-Trustee or Independent Trustee, and in the case of the Independent Trustee it shall not be a Related or Subordinate Party, nor a person related or subordinate to me within the meaning of Code Section 672(c), the Treasury Regulations issued thereunder, and successor provisions thereto. Notwithstanding the foregoing, if either of the designated co-Trustees hereunder cannot continue to serve, the remaining co-Trustee shall serve alone in the absence of either of us designating a successor co-Trustee. Notwithstanding the foregoing, if a named Trustee is not a U.S. citizen or resident at the time of commencement of his term as Trustee, such Trustee should give due consideration to declining to serve to avoid potential adverse U.S. income tax consequences by reason of the characterization of a trust hereunder as a foreign trust under the Code, but shall not be construed to have any duty to so decline if such Trustee desires to serve. There shall always be a Trustee and an Independent Trustee serving hereunder, provided that the same person or entity may serve in both capacities.

2. Specific Trusts. Notwithstanding the preceding provisions of this Subparagraph III.C, subsequent to the death of the survivor of my spouse and me, I specifically appoint the following person or persons as Trustee of the following Trusts:

a. Trustee of Separate Trusts for My Lineal Descendants. With regard to a separate trust held for a lineal descendant of mine hereunder under which such lineal descendant is the principal beneficiary, each such lineal descendant of mine shall serve as co-Trustee with the then serving Trustee upon attaining age thirty (30) years, and each such lineal descendant shall serve as sole Trustee upon attaining age thirty-five (35) years, provided, however, that there shall always be an Independent Trustee serving of such separate trust. While serving as sole Trustee, a lineal descendant of mine may designate an co-Trustee to serve with such lineal descendant and each such lineal descendant may remove and/or replace such co-Trustee with another from time to time.

b. Trustee of Separate Trust for a Spouse of a Lineal Descendant of Mine. A corporate fiduciary shall serve as Trustee and Independent Trustee of any separate trust held for the benefit of a spouse of a lineal descendant of mine. Such corporate fiduciary shall be an entity with trust powers under state law and no less than One Billion ($1,000,000,000.00) Dollars under trust management (itself and its affiliates).

3. Successor Trustees Not Provided For. Whenever a successor Trustee or co-Trustee (including the Independent Trustee) is required and no successor or other functioning mechanism for succession is provided for under the terms of this Trust Agreement , the last serving Trustee (or Independent Trustee, as the case may be) or the last person or entity designated to serve as Trustee of the applicable trust (or Independent Trustee, as the case may be) may appoint his or her successor, and if none is so appointed, the following persons shall appoint a successor Trustee or Independent Trustee (who may be one of the persons making the appointment if over the age of thirty years):

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a. The remaining Trustees, if any; otherwise,

b. The principal beneficiary or the spouse of a principal beneficiary for whom a separate trust is held.

The appointment shall be by a written document executed by such person in the presence of two witnesses and acknowledged before a notary public delivered to the appointed Trustee and to me if I am living and not Disabled or in a valid last Will.

4. Power to Remove Trustee. Subsequent to the death of the survivor of my spouse and me, the age 35 or older principal beneficiary of a Trust, or the spouse of a principal beneficiary for whom a separate trust is held, shall have the power to unanimously remove a Trustee, co-Trustee or Independent Trustee (including the designated Independent Trustee or Independent co-Trustees hereunder as the case may be) of such Trust at any time with or without cause other than a successor Trustee or Independent Trustee appointed by me or my spouse at death under our last Wills, with the successor Trustee or Independent Trustee to be determined in accordance with the foregoing provisions.

D. Method of Appointment of Trustee. Any such appointment of a successor Trustee by a person shall be made in a written instrument executed by such person in the presence of two witnesses and acknowledged before a notary public which is delivered to such appointed Trustee during the lifetime of the person making such appointment, or any such appointment of a successor Trustee by a person may be made under the last Will of such person.

E. Successor Fiduciaries. No Trustee is responsible for, nor has any duty to inquire into, the administration, acts or omissions of any executor, administrator, Personal Representative, or trustee or attorney-in-fact adding property to these Trusts, or of any predecessor Trustee. Each successor Trustee has all the powers, privileges, immunities, rights and title (without the execution of any instrument of transfer or any other act by any retiring Trustee) and all the duties of all predecessors.

F. Liability and Indemnification of Trustee.

1. Liability in General. No individual Trustee (that is, a Trustee that is not a corporation or other entity) shall be liable for any of his or her actions or failures to act as Trustee, even if the individual Trustee is found by a court to have been negligent or in breach of fiduciary duty, except for liability caused by his or her actions or failures to act done in bad faith or with reckless indifference to the purposes of the trust or the interests of the beneficiaries. Each Trustee that is a corporation or other entity will be liable for its actions or failures to act that are negligent or that breach its fiduciary duty, without contribution by any individual Trustee.

2. Indemnification of Trustee. Except in regard to liabilities imposed on a Trustee under the preceding paragraph, each Trustee shall be held harmless and indemnified from the assets of the trust for any liability, damages, attorney's fees, expenses, and costs incurred as a result of its service as Trustee. A Trustee who ceases to serve for any reason will be entitled to receive reasonable security

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from the assets of the trust to protect it from liability, and may enforce these provisions for indemnification against the current Trustee or against any assets held in the trust, or if the former Trustee is an individual and not a corporation or other entity, against any beneficiary to the extent of distributions received by that beneficiary. This indemnification right extends to the estate, Personal Representatives, legal successors and assigns of a Trustee.

3. Indemnification of Trustee - Additional Provisions. I recognize that if a beneficiary accuses a Trustee of wrongdoing or breach of fiduciary duty, the Trustee may have a conflict of interest that ordinarily would prevent it from paying legal fees and costs from the trust estate to defend itself. I do not want to put a financial burden on any individual named to serve as a Trustee. Just as important, I do not want an individual who has been selected to serve as a Trustee to be reluctant to accept the position, or while serving to be intimidated in the performance of the Trustee's duties because of the threats of lawsuits that might force the Trustee to pay fees and costs from the Trustee's personal resources. For this reason, I deliberately and intentionally waive any such conflict of interest with respect to any individual serving as Trustee so that he or she can hire counsel to defend himself or herself against allegations of wrongdoing or if sued for any reason (whether by a beneficiary or by someone else) and pay all fees and costs for his or her defense from the trust estate until the dispute is resolved. I understand and agree that a court may award, disallow or allocate fees and costs in whole or in part after the dispute is resolved, as provided by law. The Trustee will account for all such fees and costs paid by it as provided by law. This provision shall not apply to any Trustee that is a corporation or other entity.

G. **Compensation, Bond**. Each Trustee is entitled to be paid reasonable compensation for services rendered in the administration of the Trust. Reasonable compensation for a non-individual Trustee will be its published fee schedule in effect when its services are rendered unless otherwise agreed in writing, and except as follows. Any fees paid to a non-individual Trustee for making principal distributions, for termination of the trust, and upon termination of its services must be based solely on the value of its services rendered, not on the value of the trust principal. During my lifetime the Trustee's fees are to be charged wholly against income (to the extent sufficient), unless directed otherwise by me in writing. Each Trustee shall serve without bond.

H. **Maintenance of Records**. The Trustee shall maintain accurate accounts and records. It shall render annual statements of the receipts and disbursements of income and principal of a Trust upon the written request of any adult vested beneficiary of such Trust or the guardian of the person of any vested beneficiary and the approval of such beneficiary shall be binding upon all persons then or thereafter interested in such Trust as to the matters and transactions shown on such statement. The Trustee may at any time apply for a judicial settlement of any account. No Trustee shall be required to file any statutory or other periodic accountings of the administration of a Trust.

I. **Interested Trustee**. The Trustee may act under this Agreement even if interested in these Trusts in an individual capacity, as a fiduciary of another trust or estate (including my estate) or in any other capacity. The Trustee may in good faith enter into a sale, encumbrance, or other transaction involving the investment or management of trust property for the Trustee's own personal account or which is otherwise affected by a conflict between the Trustee's fiduciary and personal interests, without

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liability and without being voidable by a beneficiary. The Trustee is specifically authorized to make loans to, to receive loans from, or to sell, purchase or exchange assets in a transaction with (i) the Trustee's spouse, (ii) the Trustee's children or grandchildren, siblings, parents, or spouses of such persons, (iii) an officer, director, employee, agent, or attorney of the Trustee, or (iv) a corporation, partnership, limited liability company, or other business entity in which the Trustee has a financial interest, provided that in any transaction the trusts hereunder receive fair and adequate consideration in money or money's worth. The Trustee may renounce any interest or expectancy of a trust in, or an opportunity to participate in, specified business opportunities or specified classes or categories of business opportunities that are presented to the Trustee. Such renunciation shall not prohibit the Trustee from participating in the Trustee's individual capacity in such opportunity or expectancy.

J. **Third Parties**. No one dealing with the Trustee need inquire into its authority or its application of property.

K. **Merger of Trusts**. If the Trustee is also trustee of a trust established by myself or another person by will or trust agreement, the beneficiaries to whom income and principal may then be paid and then operative terms of which are substantially the same as those of a Trust held under this Agreement, the Trustee in its discretion may merge either such trust into the other trust. The Trustee, in exercising its discretion, shall consider economy of administration, convenience to the beneficiaries, tax consequences and any other factor it considers important. If it is later necessary to reestablish the merged trust as separate trusts, it shall be divided proportionately to the value of each trust at the time of merger.

L. **Multiple Trustees.** Except as specifically provided herein as to the allocation of powers or discretion of the Independent Trustee, if two Trustees are serving at any time, any power or discretion of the Trustees may be exercised only by their joint agreement. Either Trustee may delegate to the other Trustee the authority to act on behalf of both Trustees and to exercise any power held by the Trustees. If more than two Trustees are serving at any time, and unless unanimous agreement is specifically required by the terms of this Trust Agreement, any power or discretion of the Trustees may be exercised only by a majority. The Trustees may delegate to any one or more of themselves the authority to act on behalf of all the Trustees and to exercise any power held by the Trustees. Trustees who consent to the delegation of authority to other Trustees will be liable for the consequences of the actions of those other Trustees as if the consenting Trustees had joined the other Trustees in performing those actions. A dissenting Trustee who did not consent to the delegation of authority to another Trustee and who has not joined in the exercise of a power or discretion cannot be held liable for the consequences of the exercise. A dissenting Trustee who joins only at the direction of the majority will not be liable for the consequences of the exercise if the dissent is expressed in writing delivered to any of the other Trustees before the exercise of that power or discretion.

ARTICLE IV. INDEPENDENT TRUSTEE

A. **In General**. The Independent Trustee shall have only those duties, obligations, and

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powers hereunder expressly provided to it, and the Trustee shall not participate in any affirmative duties provided to the Independent Trustee. Otherwise, the provisions hereunder applicable to the Trustee shall be applicable also to the Independent Trustee except where the context differentiates between a Trustee and an Independent Trustee, including without limitation provisions relating to liability and indemnification of trustees. In the event of any conflict between the powers granted hereunder to both the Trustee and the Independent Trustee, the powers of the Independent Trustee shall have priority over the Trustee. Thus, for example, if the Independent Trustee determines to invest in a Closely Held Interest, such investment is permissible notwithstanding that it reduces the assets available for other investments by the Trustee.

B. **Who May Serve**. Notwithstanding any other provisions of this Trust Agreement to the contrary, including without limitation powers in myself or others to appoint additional or successor Trustees or Independent Trustees, at no time shall a person or entity serve as an Independent Trustee hereunder if such person or entity is a Related or Subordinate Party or is related or subordinate to me within the meaning of Code Section 672(c), the Treasury Regulations issued thereunder, and successor provisions thereto, nor shall I be eligible to serve.

C. **Limited Power of Amendment.**

1. Amendment Power. In the case of each separate Trust at any time in existence hereunder, such Trust's then Independent Trustee, other than any (i) who has ever made a gift transfer to such trust, or (ii) who is prohibited by the provisions of Subparagraph IV.C.2 below from participating in the amendment involved, from time to time may, notwithstanding any other provision of this instrument, amend or restate this instrument, including its dispositive, administrative and other provisions of all kinds, in order to permit the Trustees hereunder (including the Independent Trustee):

a. To address tax and/or other circumstantial changes that may affect such Trust and/or its beneficiaries,

b. To take advantage of changed trust drafting approaches to address potential trust problems, and/or

c. To remove from the governing trust instrument any provisions which have become "deadwood" (i.e., no longer operative in the ongoing administration of such trust due to changed circumstances)

with respect to (i) such Trust, and (ii) all trusts that are subsequently to come into existence under this instrument to hold part or all of the assets of such Trust, in whatever way or ways, such Independent Trustee, in the exercise of its sole discretion, may deem appropriate in the best interests, as interpreted by such Independent Trustee alone, of the principal beneficiary of such Trust(s) and of each such principal beneficiary's family as a whole. Such Independent Trustee shall be guided by what, in the sole judgment of such Independent Trustee alone, would apparently be my original intent hereunder in the light of the changed circumstances. This power of amendment shall include, by way of example and not

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limitation, the power to:

d. Grant, reduce or eliminate general (as defined in Code Section 2041) and special powers of appointment with respect to part or all of any trust property (such powers may be made subject to any conditions or consents and limited to such objects as may be described in the grant or reduction of each power);

e. Add mandatory distribution or set aside provisions for one or more beneficiaries or permissible distributees;

f. Divide a Trust into separate trusts or merge separate trusts together;

g. Provide for the creation of one or more separate subaccounts (equivalent to a separate trust) in any Trust hereunder with respect to which such subaccounts are more restrictive or other administrative or dispositive provisions are made applicable in order to permit some or all of the properties or interests that may at any time be held in or allocable to that Trust to be segregated and transferred to that subaccount to achieve some tax or other benefit that would otherwise not be available to such property or interest or to the principal beneficiary or one or more of the other current beneficiaries of that Trust (such as, by way of example and not limitation, to permit (i) such property, interest or beneficiary to qualify for some governmental or tax benefit, generation-skipping transfer tax exemption or Code Section 2032A election, or (ii) a disclaimer to be made; and

h. Restrict in any way, revocably or irrevocably, the future exercise of any power held by any beneficiaries, myself, and/or a Trustee (including Independent Trustee) hereunder.

2. Limitations on Amendment Power. Notwithstanding the foregoing, however, under no circumstances shall any such amendment:

a. Extend the period of any such trust's existence beyond the already applicable rule against perpetuities limitation period specified in Subparagraph I.G;

b. Diminish in any way (that is not controlled by the beneficiary) any enforceable right any beneficiary may already have (under the then terms of this instrument) to receive the income of any trust, currently or at any time in the future (but, to the extent an amendment benefits or grants a power to a current beneficiary of any trust, it may diminish the rights of one or more beneficiaries to receive in the future the income of that trust or of any trust subsequently to come into existence to hold part or all of the assets of that trust);

c. Reduce in any way the restrictions and limitations on or liabilities of (i) myself hereunder, including without limitation Subparagraph I.A or as a fiduciary as set forth in Subparagraph III.F, or (ii) this Article IV. This shall not be interpreted to limit the ability of the Independent Trustee to increase such restrictions, limitations and liabilities;

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d. Result in any direct or indirect financial benefit to anyone who is not presently or in the future a lineal descendant of mine or the spouse of lineal descendant of mine while married to a lineal descendant of mine;

e. Make any change that would have the effect of disqualifying any such trust insofar as such trust, prior to such amendment, otherwise qualified for and was in fact already taking advantage of, while such advantage otherwise will continue, (i) any exemption from a surviving spouse's elective right or from any creditor's right to levy on any beneficiary's interest in any such trust, or (ii) any substantial deduction, credit, exclusion or other tax benefit (such as any charitable deduction, any annual gift tax exclusion, Code Section 2032A election, a generation-skipping tax exemption, the opportunity to be a stockholder in an S corporation without adversely affecting the S election of such corporation, a significant grandfathered status under some changed law, and so on).

3. Method of Amendment. Any such amendment shall be by written instrument, executed by such amending Independent Trustee with all the formalities of a deed, setting forth the trust or trusts hereunder to which the amendment applies and the effective date of such amendment.

ARTICLE V. ADDITIONAL TAX MATTERS

A. GST Trusts. I direct (a) that the Trustee shall divide any Trust to which there is allocated any GST exemption into two separate Trusts (each subject to the provisions hereof) so that the generation-skipping tax inclusion ratio of one such Trust is zero, (b) any property exempt from generation-skipping taxation shall be divided as otherwise provided herein and held for the same persons designated in Trusts separate from any property then also so divided which is not exempt from generation-skipping taxation, and (c) if upon the death of a beneficiary a taxable termination would otherwise occur with respect to any property held in Trust for him or her with an inclusion ratio greater than zero, such beneficiary shall have with respect only to such property a power to appoint such fractional share thereof which if included in such beneficiary's gross estate for federal estate tax purposes (without allowing any deduction with respect to such share) would not be taxed at the highest federal estate tax rate and such fractional share of such property shall be distributed to such persons including only such beneficiary's estate, spouse, and issue, as such beneficiary may appoint, and any part of a Trust such beneficiary does not effectively appoint shall be treated as otherwise provided for disposition upon his or her death, provided, if upon his or her death two or more Trusts for his or her benefit are directed to be divided among and held or distributed for the same persons and the generation-skipping tax inclusion ratio of any such Trust is zero, the amount of any other such Trust to which there is allocated any of such beneficiary's GST exemption shall be added to the Trusts with generation-skipping tax inclusion ratios of zero in equal shares.

I request (but do not require) that if two or more Trusts are held hereunder for any person, no principal be paid to such person from the Trusts with the lower inclusion ratios for generation-skipping tax purposes unless the Trust with the highest inclusion ratio has been exhausted by use, consumption, distribution or otherwise or is not reasonably available. For purposes of funding any pecuniary payment

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or trust division to which there is allocated any GST exemption, such payment or trust division allocation shall be satisfied with cash or property which fairly represents appreciation and depreciation (occurring between the valuation date and the date of distribution) in all of the assets from which such distribution or allocation could be made, and any pecuniary payment made before a residual transfer of property to which any GST exemption is allocated shall be satisfied with cash or property which fairly represents appreciation and depreciation (occurring between the valuation date and the date of distribution) in all of the assets from which such pecuniary payment could be satisfied and shall be allocated a pro rata share of income earned by all such assets between the valuation date and the date of payment. The valuation date with respect to any property shall be the date as of which its value is determined for federal estate tax purposes with respect to the transferor thereof, and subject to the foregoing, property distributed in kind in satisfaction of any pecuniary payment shall be selected on the basis of the value of such property on the valuation date. All terms used in this paragraph which are defined or explained in Chapter 13 of the Code shall have the same meaning when used herein. The Trustee is authorized and directed to comply with the provisions of the Treasury Regulations interpreting the generation skipping tax provisions of the Code in severing or combining any trust, creating or combining separate trust shares, allocating GST exemption, or otherwise, as necessary to best accomplish the foregoing allocations, inclusion ratios, combinations, and divisions, including, without limitation, the payment of "appropriate interest" as determined by the Trustee as that term is applied and used in said Regulations.

B. **Individual Retirement Accounts**. In the event that this Trust or any trust created under this Agreement is the beneficiary of an Individual retirement account established and maintained under Code Section 408 or a qualified pension, profit sharing or stock bonus plan established and maintained under Code Section 401 (referred to in this paragraph as "IRA"), the following provisions shall apply to such trust:

1. I intend that the beneficiaries of such trust shall be beneficiaries within the meaning of Code Section 401(a)(9) and the Treasury Regulations thereunder. All provisions of such trust shall be construed consistent with such intent. Accordingly, the following provisions shall apply to such trust:

a. No benefits from any IRA may be used or applied for the payment of any debts, taxes or other claims against my estate as set forth in the later paragraph captioned "Taxes", unless other assets of this Trust are not available for such payment.

b. In the event that a beneficiary of any trust created under this Agreement has a testamentary general power of appointment or a limited power of appointment over all or any portion of any trust established under this Agreement, and if such trust is the beneficiary of any benefits from any IRA, the beneficiary shall not appoint any part of such trust to a charitable organization or to a lineal descendant of mine who is older than the beneficiary whose life expectancy is being used to calculate distributions from such IRA.

2. The Trustee shall deliver a copy of this Agreement to the custodian of any IRA

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of which this Trust or any trust created under this Agreement is the named beneficiary within the time period prescribed Code Section 401(a)(9) and the Treasury Regulations thereunder, along with such additional items required thereunder. If the custodian of the IRA changes after a copy of this Agreement has been provided pursuant to the preceding sentence, the Trustee shall immediately provide a copy of this Agreement to the new custodian. The Trustee shall request each custodian to complete a receipt of the Agreement and shall attach such receipt to this Agreement. The Trustee shall provide a copy of each amendment of this Agreement to the custodian and shall obtain a receipt of such amendment.

C. **Subchapter S Stock**. Regardless of anything herein to the contrary, in the event that the principal of a Trust includes stock in a corporation for which there is a valid election to be treated under the provisions of Subchapter S of the Code, the income beneficiary of such a Trust is a U.S. citizen or U.S. resident for federal income tax purposes, and such Trust is not an "electing small business trust" under Code Section 1361(e)(1) in regard to that corporation, the Trustee[s] shall (a) hold such stock as a substantially separate and independent share of such Trust within the meaning of Code Section 663(c), which share shall otherwise be subject to all of the terms of this Agreement, (b) distribute all of the income of such share to the one income beneficiary thereof in annual or more frequent installments, (c) upon such beneficiary's death, pay all accrued or undistributed income of such share to the beneficiary's estate, (d) distribute principal from such share during the lifetime of the income beneficiary only to such beneficiary, notwithstanding any powers of appointment granted to any person including the income beneficiary, and (e) otherwise administer such share in a manner that qualifies it as a "qualified Subchapter S trust" as that term is defined in Code Section 1361(d)(3), and shall otherwise manage and administer such share as provided under this Agreement to the extent not inconsistent with the foregoing provisions of this paragraph.

D. **Taxes**. The Trustee shall pay to the Personal Representative of my estate from the principal of the Trust, but not from the portion of any asset or the proceeds thereof which would not otherwise be includible in my gross estate for estate tax purposes, such as the proceeds of insurance policies that are not includible in my estate, such amounts as the Personal Representative certifies, in writing, are required for the payment of estate, inheritance, succession and transfer taxes, including any interest or penalty thereon, which are payable by said Personal Representative by reason of my death and are attributable to assets held in this Trust (*i.e.,* to the extent that such taxes are increased by the taxability of such Trust assets). The Trustee may rely upon the correctness of such certifications and is exonerated from all liability for making payments in reliance thereon. Notwithstanding any distribution requirement herein, subsequent to my death the Trustee is authorized to retain in trust any amounts designated to be distributed until the earlier of the issuance of an estate tax closing letter from the Internal Revenue Service in regard to my estate or the closing of the federal estate tax statute of limitations for estate taxes arising by reason of my death.

E. **Taxpayer Identification Number**. By executing this Trust Agreement, the Trustee authorizes Tescher & Spallina, P.A. to apply for a taxpayer identification number from the Internal Revenue Service for the Trust.

[remainder of page intentionally left blank]

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IN WITNESS WHEREOF, the parties hereto have executed this Trust Agreement on the date first above written.

GRANTOR and CO-TRUSTEE:

SIMON L. BERNSTEIN

This instrument was signed by SIMON L. BERNSTEIN in our presence, and at the request of and in the presence of SIMON L. BERNSTEIN and each other, we subscribe our names as witnesses on this ____ day of _____, 2008:

Print Name:_____
Address:_____

Print Name:_____
Address:_____

Draft

STATE OF FLORIDA
SS.
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ___ day of _____, 2008, by SIMON L. BERNSTEIN.

Signature - Notary Public

[Seal with Commission Expiration Date]

Print, type or stamp name of Notary Public

Personally Known _____ or Produced Identification _____
Type of Identification Produced _____

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CO-TRUSTEE:

_____
SHIRLEY BERNSTEIN

This instrument was signed by SHIRLEY BERNSTEIN in our presence, and at the request of and in the presence of SHIRLEY BERNSTEIN and each other, we subscribe our names as witnesses on this ____ day of _____, 2008:

_____
Print Name:_____
Address:_____
_____
_____

_____
Print Name:_____
Address:_____
_____
_____

Draft

STATE OF FLORIDA
SS.
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ___ day of _____, 2008, by SHIRLEY BERNSTEIN.

_____
Signature - Notary Public

[Seal with Commission Expiration Date]

_____
Print, type or stamp name of Notary Public

Personally Known _____ or Produced Identification _____
Type of Identification Produced _____

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INDEPENDENT TRUSTEE:

_____

This instrument _____ and each other, we subscribe our names as witnesses on this ____ day of _____, 2008:

_____
Print Name:_____
Address:_____
_____
_____

_____
Print Name:_____
Address:_____
_____
_____

STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ___ day of _____, 2008, by _____.

_____
Signature - Notary Public

[Seal with Commission Expiration Date]

_____
Print, type or stamp name of Notary Public

Personally Known _____ or Produced Identification _____
Type of Identification Produced _____

F:\WPDATA\drt\Bernstein, Shirley & Simon\Children's Trusts\Lisa S. Friedstein Family Trust.wpd [04 14:50 08 08]

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TRUST

ATTACHMENT

ITEM NO.	DESCRIPTION	AMOUNT
1	Cash	$1.00

Draft

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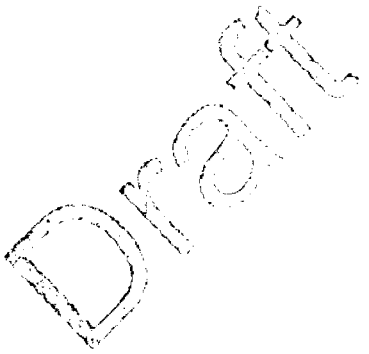
JILL IANTONI

FAMILY TRUST



Prepared by:

Tescher & Spallina, P.A.
2101 Corporate Blvd., Suite 107, Boca Raton, Florida 33431
(561) 998-7847
www.tescherlaw.com

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JILL IANTONI

FAMILY TRUST

THIS IRREVOCABLE TRUST AGREEMENT is made and entered into this ___ day of _____, 2008, by and between SIMON L. BERNSTEIN, a resident of Palm Beach County, Florida, as grantor, hereinafter referred to in the first person, SIMON L. BERNSTEIN and SHIRLEY BERNSTEIN as co-trustees (referred to as the ***"Trustee,"*** which term more particularly refers to all individuals and entities serving as trustee of a trust created hereunder during the time of such service, whether alone or as co-trustees, and whether originally serving or as a successor trustee), and _____ as the independent trustee (referred to as the ***"Independent Trustee,"*** which term more particularly refers to all individuals and entities serving as independent trustee of a trust created hereunder during the time of such service, whether alone or as co-trustees, and whether originally serving or as a successor independent trustee). I have delivered to the Trustee certain property as set forth in the Attachment annexed hereto, receipt of which is hereby acknowledged by the Trustee. Such property, and any additions to such property, shall be held in trust as provided in this Agreement.

ARTICLE I. TRUST ADMINISTRATION

A. **Additions, Substitutions and Trust Irrevocable**. I or any other person may cause additional property to be added hereunder at any time during life or at death by will, insurance or death benefit beneficiary designation or otherwise. I shall have no right or power, either alone or in conjunction with any other person, to alter, amend, revoke or terminate any of the terms of this Agreement in any manner whatever. Unless and until surrendered by me in a writing delivered to the Trustee, I retain the power, to be exercised in an individual and nonfiduciary capacity (*i.e.*, without any fiduciary duty to any beneficiary with respect to its exercise or nonexercise) and without requiring the consent or approval of any person, to from time to time reacquire trust principal by substituting other property of equivalent value for said principal. Notwithstanding the foregoing, said right of substitution shall not apply to any insurance policies on my life owned by this Trust that would cause me to have any incidents of ownership as that term is defined under Section 2042 of the Code and the Regulations thereunder. I shall have the right at any time or times by an instrument, in writing, delivered to the Trustee to relinquish the right of substitution provided for herein.

B. **Rights of Withdrawal**. In any calendar year during my life in which property is contributed to the Trust by gift, each Withdrawal Beneficiary with respect to such contribution, acting personally or through his or her legal or natural guardian or attorney-in-fact, is hereby granted the absolute right, with respect to each such contribution, by written instrument or instruments delivered to the Trustee prior to the termination of such right, to withdraw from the principal of the Trust, from time

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to time, an amount having an aggregate value (as of the date or dates of withdrawal) equal to such Withdrawal Beneficiary's Withdrawal Amount with respect to such contribution. Any such right to withdraw shall terminate at the earliest time and then to the extent that any such termination will not result in a taxable gift made by the individual holding the right, provided, no part of any right to withdraw shall terminate less than 60 days after the contribution to the Trust to which such right relates.

1. For purposes of this Subparagraph I.B, a Withdrawal Beneficiary with respect to a contribution to the Trust shall mean each person designated by the contributor to the Trustee in writing contemporaneously with such contribution, provided, in the event the contributor fails to make any such designation with respect to a contribution, my then living lineal descendants and their spouses shall be the Withdrawal Beneficiary with respect to such contribution.

2. For purposes of this Subparagraph I.B, each Withdrawal Beneficiary's Withdrawal Amount with respect to a contribution shall be such amount designated by the contributor to the Trustee in writing contemporaneously with the contributor's designation of such person as a Withdrawal Beneficiary, provided, if the contributor of such contribution fails to designate a Withdrawal Amount with respect to any Withdrawal Beneficiary, then each Withdrawal Beneficiary's Withdrawal Amount with respect to such contribution shall be an amount equal to a fraction (defined below) multiplied by the lesser of (i) the value of such contribution (at the time of such contribution), or (ii) the sum of the amounts of all federal gift tax exclusions then available to the contributor with respect to all Withdrawal Beneficiaries with respect to such contribution. The numerator of said fraction shall be the amount of any federal gift tax exclusion available to such contributor with respect to such Withdrawal Beneficiary (at the time of such contribution) and the denominator shall be the sum of the amounts of all federal gift tax exclusions then available to such contributor with respect to all such Withdrawal Beneficiaries. One-half of a contribution made by a married person shall be treated as a second separate contribution made by his or her spouse, provided, if such married person's spouse is then one of such Withdrawal Beneficiaries, only one-half of the excess of such contribution (at the time of such contribution) over the amount of the federal gift tax exclusion then available to such contributor with respect to his or her spouse shall be so treated.

3. Regardless of anything in this Subparagraph I.B to the contrary, each contributor of a contribution to this Trust shall have the right with respect to such contribution by a written instrument delivered to the Trustee at the time of such contribution (i) to exclude any person who would otherwise have a right of withdrawal from exercising such power; (ii) to increase or decrease the amount subject to any right of withdrawal except that the amount subject to all withdrawal rights shall not exceed the amount of the contribution; and/or (iii) to change the period during which any right of withdrawal may be exercised.

4. The Trustee shall inform any Withdrawal Beneficiary of the existence of such right of withdrawal within ten days after it comes into existence but not later than the last day of the calendar year in which it comes into existence. Any such Withdrawal Beneficiary or his or her guardian may, after receiving such notice at least once, waive further notices by an instrument in writing delivered to the Trustee.

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C. **Trusts for JILL IANTONI and my Lineal Descendants.** The Trust shall be administered as follows for its beneficiaries:

1. Initial Beneficiary. My daughter, JILL IANTONI, shall be the first principal beneficiary of the Trust.

2. Net Income and Principal Distributions.

a. The Trustee shall pay to or apply for the benefit of a principal beneficiary and the lineal descendants of a principal beneficiary dependent on such principal beneficiary for support, so much of the net income and then principal of his or her separate Trust as the Independent Trustee determines in its sole, absolute and unreviewable discretion, provided, however, that while a principal beneficiary is serving as Trustee hereunder, he or she may make distributions to or for the benefit of himself or herself for such beneficiary's Needs without any authorization from the Independent Trustee. Having in mind the extent to which funds will be available for expenditure for the benefit of such beneficiaries, the Independent Trustee is authorized to expend such amounts as it, in its sole, absolute and unreviewable discretion, shall determine to maintain the then current lifestyle of such beneficiaries, including, but not limited to, complete authority to provide for their personal care and comfort in any manner whatsoever. Net income that is not distributed shall be added to principal on an annual basis.

b. The Independent Trustee is specifically authorized in its sole, absolute and unreviewable discretion to acquire, hold and maintain one or more residences (whether held as real property, condominium or cooperative apartment) for the use and benefit of the principal beneficiary and his or her cohabitating spouse and lineal descendants, and to sell or otherwise dispose of such residences when not desired for such use and benefit. The Independent Trustee is authorized to pay all carrying charges of such residences, including, but not limited to, any taxes, assessments and maintenance thereon, and all expenses of the repair, renovation, improvement and operation thereof, including the employment of domestic servants and other expenses incident to the running of a household for the benefit of such beneficiaries.

c. In exercising the discretions conferred in this Subparagraph, the Independent Trustee should give due consideration to the advisability of using the principal beneficiary's own assets and resources in order to reduce the amount of the principal beneficiary's taxable estate, thereby minimizing the amount of the principal beneficiary's future taxes. Further, it is my intent that this Trust be used to enhance the principal beneficiaries' quality of life, including (without limitation) travel, purchase of a home, cultural appreciation and enjoyment (music, arts, etc.), and education. In addition, I would like this Trust to provide a source of funds in the event that a principal beneficiary, through accident or misfortune, does not have sufficient sources of income to provide for his or her own support. I expect my lineal descendants to support themselves independently and to be productive members of their communities and not to become dependent upon distributions from the Trusts to the extent that they lose their ambition and incentive. When a beneficiary is able to be gainfully employed

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and is not actively engaged in raising his or her children, the Independent Trustee should give due consideration in exercising its discretion to not using Trust assets to replace the beneficiary's own efforts to work and accumulate financial security. However, it is not my intent to force a parent to work outside the home when he or she has determined that it is important to stay at home to raise a family. In addition, I do not intend that the Independent Trustee place undue emphasis on the amount a beneficiary earns if he or she is actively engaged in a worthwhile pursuit, including working as an unpaid volunteer for charitable purposes. In prioritizing distributions between the principal beneficiary and his or her lineal descendants, it is my intent that my first priority is the principal beneficiary. In addition to the foregoing guidance, I request, but do not require, that my lineal descendants take adequate precautions for the protection of our family's wealth and property from marital discord through the use of prenuptial agreements or other similar planning and devices. I also request, but do not require, that my lineal descendants pursue higher education, to the best of their abilities and individual circumstances. For some descendants this may mean the completion of a college education, the receipt of a masters or a doctorate, or a professional degree, and for others this may mean training in their chosen vocation. It is not my goal that the Independent Trustee reward professional students, nor punish those lineal descendants for whom life or individual circumstances indicate that the pursuit of higher education is not practical or advantageous, but only to encourage my lineal descendants to take full advantage of all educational opportunities open to them and not rush their entry into the workplace. I do not intend by these expressions of intent to bind the Independent Trustee or alter the absolute discretion it has been granted hereunder or create enforceable obligations to any beneficiary, but merely to provide general guidance to the Independent Trustee in the exercise of its discretions.

3. Death of a Principal Beneficiary. If a principal beneficiary dies with assets remaining in his or her separate Trust, upon his or her death he or she may appoint all or part of his or her Trust, in trust, to or for the benefit of one or more of my lineal descendants and their spouses (excluding from said class, however, such principal beneficiary and such principal beneficiary's creditors, estate, and creditors of such principal beneficiary's estate), provided that any such appointment to a surviving spouse of a principal beneficiary shall be limited to a life estate in all or a lesser portion of such principal beneficiary's separate Trust, and such spouse's separate trust shall be administered as provided in Subparagraph I.D. below. Any part of his or her Trust such principal beneficiary does not effectively appoint shall upon his or her death be divided among and held in separate Trusts for the following persons with such persons to become the principal beneficiary thereunder;

a. for his or her lineal descendants then living, *per stirpes*; or

b. if he or she leaves no lineal descendant then living, *per stirpes* for the lineal descendants then living of his or her nearest ancestor (among me and my lineal descendants) with a lineal descendant then living who is also a lineal descendant of my spouse, SHIRLEY BERNSTEIN.

Such separate Trusts shall be administered as provided for trusts under this Subparagraph I.C., or added to Trusts established for such principal beneficiaries that are already in existence under Subparagraph I.C.

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D. **Administration of Separate Trust for Spouse**. The Independent Trustee shall pay to the spouse of a principal beneficiary, so much of the net income and principal of his or her separate trust as is proper for such spouse's Needs. Net income that is not distributed shall be added to principal on an annual basis. Upon the death of a spouse of a principal beneficiary, the remaining assets of his or her separate trust shall be divided among and held in separate Trusts for his or her lineal descendants then living, *per stirpes*, who are also lineal descendants of the predeceased principal beneficiary who established this Trust for his or her spouse pursuant to the power of appointment granted to said principal beneficiary under Subparagraph I.C. above. Each lineal descendant for whom a separate trust is established shall become the principal beneficiary of such separate Trusts and such separate trusts shall be administered as provided under Subparagraph I.C., or added to Trusts established for such principal beneficiaries that are already in existence under Subparagraph I.C.

E. **Termination of Small Trust**. If at any time after my death in the opinion of the Trustee a separate Trust holds assets of a value of less than $50,000.00 and is too small to justify the expense of its retention, and termination of such Trust is in the best interests of its current principal beneficiary, the Independent Trustee in its discretion may terminate such Trust and pay it to said principal beneficiary.

F. **Contingent Gift**. If at any time property of a Trust held under this Agreement is not disposed of under the other provisions of this Agreement, it shall be paid, as a gift made hereunder, to such persons and in such shares as such property would be distributed if I had then owned such property and had then died solvent, unmarried and intestate domiciled in the State of Florida, according to the laws of Florida then in effect.

G. **Maximum Duration**. Regardless of anything in this Agreement to the contrary, no trust interest herein created shall continue beyond three hundred sixty (360) years after the date of creation of this Agreement, nor shall any power of appointment be exercised in such manner so as to delay vesting of any trust beyond such period. Immediately prior to the expiration of such period, all such trusts then in existence shall terminate, and the assets thereof shall be distributed outright and in fee to then beneficiaries of the current income and in the proportions in which such persons are the beneficiaries, and if such proportions cannot be ascertained, then equally among such beneficiaries.

ARTICLE II. GENERAL

A. **Disability**. While any beneficiary is Disabled, income or principal payable to him or her may, in the discretion of the Trustee, be paid directly to him or her, without the intervention of a guardian, directly to his or her creditors or others for his or her sole benefit or to an adult person or an eligible institution (including the Trustee) selected by the Trustee as custodian for such a minor beneficiary under the Uniform Transfers to Minors Act or similar law. The receipt by such payee is a complete release to the Trustee.

B. **Substance Abuse**.

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1. In General. If the Independent Trustee reasonably believes that a beneficiary of any trust (which for purposes of this Subparagraph II.B.1 includes the lineal descendants of a principal beneficiary who are eligible to receive distributions from that trust):

a. routinely or frequently uses or consumes any illegal substance so as to be physically or psychologically dependent upon that substance, or

b. is clinically dependent upon the use or consumption of alcohol or any other legal drug or chemical substance that is not prescribed by a board certified medical doctor or psychiatrist in a current program of treatment supervised by such doctor or psychiatrist,

and if the Independent Trustee reasonably believes that as a result the beneficiary is unable to care for himself or herself, or is unable to manage his or her financial affairs, all distributions (including distributions upon termination of the trust) to the beneficiary, all of the beneficiary's withdrawal rights (if any), and all of the beneficiary's rights to participate in decisions concerning the removal and appointment of Trustees and Independent Trustees will be suspended. In that event, the following provisions of this Subparagraph II.B will apply.

2. Testing. The Independent Trustee may request the beneficiary to submit to one or more examinations (including laboratory tests of bodily fluids) determined to be appropriate by a board certified medical doctor and to consent to full disclosure to the Independent Trustee of the results of all such examinations. The Independent Trustee shall maintain strict confidentiality of those results and shall not disclose those results to any person other than the beneficiary without the prior written permission of the beneficiary. The Independent Trustee may totally or partially suspend all distributions otherwise required or permitted to be made to that beneficiary until the beneficiary consents to the examination and disclosure to the Independent Trustee.

3. Treatment. If, in the opinion of the examining doctor, the examination indicates current or recent use of a drug or substance as described above, the examining doctor will determine an appropriate method of treatment for the beneficiary (for example, counseling or treatment on an in-patient basis in a rehabilitation facility) that is acceptable to the Independent Trustee. If the beneficiary consents to the treatment, the Independent Trustee may, in its absolute and unfettered discretion, pay the costs of treatment including directly to the provider of those services.

4. Resumption of Distributions. The Independent Trustee may resume other distributions to the beneficiary (and the beneficiary's other suspended rights will be restored) when, in the case of use or consumption of an illegal substance, examinations indicate no such use for 12 months and, in all cases, when the Independent Trustee in its discretion determines that the beneficiary is able to care for himself or herself and is able to manage his or her financial affairs.

5. Exoneration. No Independent Trustee (nor any doctor retained by the Independent Trustee) will be responsible or liable to anyone for a beneficiary's actions or welfare. The Independent Trustee has no duty to inquire whether a beneficiary uses drugs or other substances as

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described in this Subparagraph II.B. The Independent Trustee (and any doctor retained by the Independent Trustee) is to be indemnified from the Trust estate and held harmless from any liability of any nature in exercising its judgment and authority under this Subparagraph II.B, including any failure to request a beneficiary to submit to medical examination, and including a decision to distribute amounts to a beneficiary.

6. Tax Savings Provision. Despite the provisions of this Subparagraph II.B, the Independent Trustee cannot suspend any mandatory distributions or withdrawal rights that are required for that trust to become or remain a Qualified Subchapter S Trust (unless the Independent Trustee elects for the trust to be an Electing Small Business Trust), or to qualify for any federal transfer tax exemption, deduction, or exclusion allowable with respect to that trust.

C. Income on Death of Beneficiary. Subject to the following Subparagraph captioned "Subchapter S Stock," and except as otherwise explicitly provided herein, upon the death of any principal beneficiary, all accrued or undistributed income of such deceased principal beneficiary's Trust shall pass with the principal of his or her Trust but shall remain income for trust accounting purposes.

D. Definitions. In this Agreement,

1. Children, Lineal Descendants. The terms "***child,***" "***children***" and "***lineal descendant***" mean only persons whose relationship to the ancestor designated is created entirely by or through (a) legitimate births occurring during the marriage of the joint biological parents to each other, (b) children and their lineal descendants arising from surrogate births and/or third party donors when (i) the child is raised from birth by a married couple through the pendency of such marriage, (ii) one of such couple is the designated ancestor, and (iii) to the best knowledge of the Trustee both members of such couple participated in the decision to have such child, and (c) lawful adoptions of minors under the age of twelve years. No such child or lineal descendant loses his or her status as such through adoption by another person. Notwithstanding the foregoing, for all purposes of this Trust and the dispositions made hereunder, my children shall only include TED S. BERNSTEIN, PAMELA B. SIMON, ELIOT BERNSTEIN, JILL IANTONI and LISA S. FRIEDSTEIN, and my lineal descendants shall include only said named individuals and their respective lineal descendants.

2. Code. "***Code***" means the Internal Revenue Code of 1986, as amended, and in referring to any particular provision of the Code, includes a reference to any equivalent or successor provision of a successor federal tax law.

3. Disabled. "***Disabled***" or being under "***Disability***" means, as to any applicable individual: (1) being under the age of 21 years, (2) having been adjudicated by a court of competent jurisdiction as mentally or physically incompetent or unable to manage his or her own property or personal affairs (or a substantially similar finding under applicable state or national law), or (3) being unable to properly manage his or her personal or financial affairs, or a trust estate hereunder as to a Trustee hereunder, because of a mental or physical impairment (whether temporary or permanent in nature). A written certificate executed by an individual's attending physician or attending psychiatrist

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confirming that person's impairment will be sufficient evidence of Disability under item (3) above, and all persons may rely conclusively on such a certificate.

4. Needs Distributions. Payments to be made for a person's ***"Needs"*** means payments for such person's support, health (including lifetime residential or nursing home care), maintenance and education. However, the Trustee, based upon information reasonably available to it, shall make such payments for a person's Needs only to the extent such person's income, and funds available from others obligated to supply funds for such purposes (including, without limitation, pursuant to child support orders and agreements), are insufficient in its opinion for such purposes, and shall take into account such person's accustomed manner of living, age, health, marital status and any other factor it considers important. Income or principal to be paid for a person's Needs may be paid to such individual or applied by the Trustee directly for the benefit of such person. The Trustee may make a distribution or application authorized for a person's Needs even if such distribution or application substantially depletes or exhausts such person's trust, without any duty upon the Trustee to retain it for future use or for other persons who might otherwise benefit from such trust.

5. Per Stirpes. In a division "***per stirpes***" each generation shall be represented and counted whether or not it has a living member.

6. Related or Subordinate Party. A "***Related or Subordinate Party***" to a trust describes a beneficiary of the subject trust or a related or subordinate party to a beneficiary of the trust as the terms "related or subordinate party" are defined under Code Section 672(c).

7. Spouse. A person's "***spouse***" includes only a spouse then married to and living as husband and wife with him or her, or a spouse who was married to and living as husband and wife with him or her at his or her death. The following rules apply to each person who is a beneficiary or a permissible appointee under this Trust Agreement and who is married to a descendant of mine. Such a person will cease to be a beneficiary and will be excluded from the class of permissible appointees and distribution recipients upon:

a. the legal termination of the marriage to my descendant (whether before or after my death), or

b. the death of my descendant if a dissolution of marriage proceeding was pending when he or she died.

The Trust will be administered as if that person had died upon the happening of the terminating event described above.

8. Gender, Number. Where appropriate, words of any gender include all genders and the singular and plural are interchangeable.

E. Powers of Appointment. Property subject to a power of appointment shall be paid to,

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or retained by the Trustee or paid to any trustee under any will or trust agreement for the benefit of, such one or more permissible appointees, in such amounts and proportions, granting such interests, powers and powers of appointment, and upon such conditions including spendthrift provisions as the holder of such power (i) in the case of a power exercisable upon the death of such holder, appoints in his or her will or in a trust agreement revocable by him or her until his or her death, or (ii) in the case of a power exercisable during the life of such holder, appoints in a written instrument signed by such holder, two witnesses and a notary public, but in either case only if such will, trust agreement, or instrument specifically refers to such power.

F. **Limitations on Powers of Trustee**. Regardless of anything herein to the contrary, no Trustee shall make or participate in making any distribution of income or principal of a trust to or for the benefit of a beneficiary which would directly or indirectly discharge any legal obligation of such Trustee or a donor of such trust (as an individual) to support such beneficiary; and no Trustee shall make or participate in making any discretionary distribution of income or principal to or for the benefit of himself or herself other than for his or her Needs, including by reason of a determination to terminate a trust described herein.

G. **Presumption of Survivorship**. If any person shall be required to survive another person in order to take any interest under this Agreement, the former person shall be deemed to have predeceased the latter person, if such persons die under circumstances which make it difficult or impracticable to determine which one died first.

H. **Protective Provision**. No beneficiary of any Trust herein created shall have any right or power to anticipate, transfer, pledge, sell, alienate, assign or encumber in any way his or her interest in the income or principal of such trust. Furthermore, no creditor shall have the right to attach, lien, seize or levy upon the interest of the beneficiary in this Trust and such interest shall not be liable for or subject to the debts, liabilities or obligations of any such beneficiary or any claims against such beneficiary (whether voluntarily or involuntarily created), and the Trustee shall pay directly to or for the use or benefit of such beneficiary all income and principal to which such beneficiary is entitled, notwithstanding that such beneficiary has executed a pledge, assignment, encumbrance or in any other manner alienated or transferred his or her beneficial interest in the Trust to another. This paragraph shall not preclude the effective exercise of any power of appointment granted herein or the exercise of any disclaimer.

I. **Governing Law**. This Agreement is governed by the law of the State of Florida.

J. **Mandatory Notice Required by Florida Law.** The trustee of a trust may have duties and responsibilities in addition to those described in the instrument creating the trust. If you have questions, you should obtain legal advice.

K. **Release of Medical Information.**

1. Disability of Beneficiary. Upon the written request of the Independent Trustee

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(with or without the concurrence of co-Trustees) issued to any current income or principal beneficiary (including discretionary beneficiaries) for whom a determination of Disability is relevant to the administration of a trust hereunder and for whom a Trustee (with or without the concurrence of co-Trustees) desires to make such a determination, such beneficiary shall issue to all Trustees including Independent Trustees (who shall be identified thereon both by name to the extent known and by class description) a valid authorization under the Health Insurance Portability and Accountability Act of 1996 and any other applicable or successor law authorizing all health care providers and all medical sources of such requested beneficiary to release protected health information of the requested beneficiary to all such Trustees that is relevant to the determination of the Disability of the requested beneficiary as Disability is defined hereunder. The period of each such valid authorization shall be for six months (or the earlier death of the requested beneficiary). If such beneficiary (or his or her legal representative if such beneficiary is a minor or legally disabled) refuses within thirty days of receipt of the request to provide a valid authorization, or at any time revokes an authorization within its term, the Trustee shall treat such beneficiary as Disabled hereunder until such valid authorization is delivered.

2. Disability of Trustee. Upon the request to a Trustee, including myself and an Independent Trustee, that is an individual by (a) a co-Trustee, or if none, (b) the person or entity next designated to serve as a successor Trustee not under legal incapacity, or if none, (c) any adult current income or principal beneficiary not under legal incapacity, or in any event and at any time (d) a court of competent jurisdiction, such Trustee shall issue to such person and all persons, courts of competent jurisdiction, and entities (who shall be identified thereon both by name to the extent known and by class description), with authority hereunder to determine such requested Trustee's Disability, a valid authorization under the Health Insurance Portability and Accountability Act of 1996 and any other applicable or successor law authorizing all health care providers and all medical sources of such requested Trustee to release protected health information of the requested Trustee to such persons, courts and entities, that is relevant to the determination of the Disability of the requested Trustee as Disability is defined hereunder. The period of each such valid authorization shall be for six months (or the earlier death or resignation of the requested Trustee). If such requested Trustee refuses within thirty days of receipt of the request to deliver a valid authorization, or at any time revokes an authorization within its term, such requested Trustee shall thereupon be treated as having resigned as Trustee hereunder.

3. Authorization to Issue Certificate. All required authorizations under this paragraph shall include the power of a physician or psychiatrist to issue a written certificate to the appropriate persons or entities as provided in paragraph II.D.3 hereof.

ARTICLE III. FIDUCIARIES

A. Powers of the Trustee. The Trustee has the powers now or hereafter provided by law and the following powers exercisable without court approval, provided, however, that the Trustee shall exercise all powers in a fiduciary capacity:

1. Investments. To sell or exchange at public or private sale and on credit or

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otherwise, with or without security, and to lease for any term or perpetually, any property, real and personal, at any time forming a part of the trust estate (the ***"estate"***); to grant and exercise options to buy or sell; to make purchases from my estate, any trust established by me during my lifetime, for full and adequate consideration and to make loans to my estate for adequate and reasonable interest and security, and the Trustee is expressly authorized to purchase stock and securities for adequate and full consideration owned by my estate, any trust established by me during my lifetime, whether such stock and securities are issued by closely held corporations or publicly traded corporations; to invest or reinvest in real or personal property of every kind, description and location; and to receive and retain any such property whether originally a part of any trust herein created or subsequently acquired, even if the Trustee is personally interested in such property, and without liability for any decline in the value thereof; all without limitation by any statutes or judicial decisions whenever enacted or announced, regulating investments or requiring diversification of investments, it being my intention to give the broadest investment powers and discretion to the Trustee. Any bank, trust company, or other corporate trustee serving hereunder as Trustee is authorized to invest in its own common trust funds.

2. Special Investments. The Trustee is expressly authorized (but not directed) to retain, make, hold, and dispose of investments not regarded as traditional for trusts, including interests or investments in privately held business and investment entities and enterprises, including without limitation stock in closely held corporations, limited partnership interests, joint venture interests, mutual funds, business trust interests, and limited liability company membership interests, notwithstanding (a) any applicable prudent investor rule or variation thereof, (b) common law or statutory diversification requirements (it being my intent that no such duty to diversify shall exist) (c) a lack of current cash flow therefrom, (d) the presence of any risk or speculative elements as compared to other available investments (it being my intent that the Trustee have sole and absolute discretion in determining what constitutes acceptable risk and what constitutes proper investment strategy), (e) lack of a reasonable rate of return, (f) risks to the preservation of principal, (g) violation of a Trustee's duty of impartiality as to different beneficiaries (it being my intent that no such duty exists for this purpose), and (h) similar limitations on investment under this Agreement or under law pertaining to investments that may or should be made by a Trustee (including without limitation the provisions of Fla.Stats. §518.11 and successor provisions thereto that would characterize such investments as forbidden, imprudent, improper or unlawful). The Trustee shall not be responsible to any trust created hereunder or the beneficiaries thereof for any loss resulting from any such authorized investment, including without limitation loss engendered by the higher risk element of that particular entity, investment, or enterprise, the failure to invest in more conservative investments, the failure to diversify trust assets, the prudent investor rule or variant thereof. Notwithstanding any provisions for distributions to beneficiaries hereunder, if the Trustee determines that the future potential investment return from any illiquid or closely held investment asset warrants the retention of that investment asset or that sufficient value could not be obtained from the sale or other disposition of an illiquid or closely held investment asset, the Trustee is authorized to retain that asset and if necessary reduce the distributions to beneficiaries due to lack of sufficient liquid or marketable assets. However, the preceding provisions of this Subparagraph shall not reduce any income distributions otherwise required hereunder for a "qualified subchapter S trust" as that term is defined in Code Section 1361(d)(3).

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3. Distributions. To make any division or distribution pro rata or non-pro rata, in cash or in kind, and to allocate undivided interests in property and dissimilar property (without regard to its tax basis) to different shares.

4. Management. To manage, develop, improve, partition or change the character of an asset or interest in property at any time; and to make ordinary and extraordinary repairs, replacements, alterations and improvements, structural or otherwise.

5. Borrowing. To borrow money from anyone on commercially reasonable terms, including entities owned in whole or in part by the trust, a Trustee, beneficiaries and other persons who may have a direct or indirect interest in a Trust; and to mortgage, margin, encumber and pledge real and personal property of a trust as security for the payment thereof, without incurring any personal liability thereon and to do so for a term within or extending beyond the terms of the trust and to renew, modify or extend existing borrowing on similar or different terms and with the same or different security without incurring any personal liability; and such borrowing from a Trustee may be with or without interest, and may be secured with a lien on trust assets.

6. Lending. To extend, modify or waive the terms of any obligation, bond or mortgage at any time forming a part of a trust and to foreclose any such mortgage; accept a conveyance of encumbered property, and take title to the property securing it by deed in lieu of foreclosure or otherwise and to satisfy or not satisfy the indebtedness securing said property; to protect or redeem any such property from forfeiture for nonpayment of taxes or other lien; generally, to exercise as to such bond, obligation or mortgage all powers that an absolute owner might exercise; and to loan funds to beneficiaries at commercially reasonable rates, terms and conditions.

7. Abandonment of Property. To abandon any property or asset when it is valueless or so encumbered or in such condition that it is of no benefit to a trust. To abstain from the payment of taxes, liens, rents, assessments, or repairs on such property and/or permit such property to be lost by tax sale, foreclosure or other proceeding or by conveyance for nominal or no consideration to anyone including a charity or by escheat to a state; all without personal liability incurred therefor.

8. Real Property Matters. To subdivide, develop or partition real estate; to purchase or sell real property and to enter into contracts to do the same; to dedicate the same to public use; to make or obtain the location of any plats; to adjust boundaries; to adjust differences in valuations on exchange or partition by giving or receiving consideration; and, to grant easements with or without consideration as the Trustee may determine; and to demolish any building, structures, walls and improvements, or to erect new buildings, structures, walls and improvements and to insure against fire and other risks; and to protect and conserve, or to lease, or to encumber, or otherwise to manage and dispose of the real property to the extent such power is not otherwise granted herein or otherwise restricted herein.

9. Claims. To enforce, compromise, adjust, arbitrate, release or otherwise settle or pay any claims or demands by or against a trust.

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10. Business Entities. To deal with any business entity or enterprise even if a Trustee is or may be a fiduciary of or own interests in said business entity or enterprise, whether operated in the form of a corporation, partnership, business trust, limited liability company, joint venture, sole proprietorship, or other form (all of which business entities and enterprises are referred to herein as "***Business Entities***"). I vest the Trustee with the following powers and authority in regard to Business Entities:

a. To retain and continue to operate a Business Entity for such period as the Trustee deems advisable;

b. To control, direct and manage the Business Entities. In this connection, the Trustee, in its sole discretion, shall determine the manner and extent of its active participation in the operation and may delegate all or any part of its power to supervise and operate to such person or persons as the Trustee may select, including any associate, partner, officer or employee of the Business Entity;

c. To hire and discharge officers and employees, fix their compensation and define their duties; and similarly to employ, compensate and discharge agents, attorneys, consultants, accountants, and such other representatives as the Trustee may deem appropriate; including the right to employ any beneficiary or fiduciary in any of the foregoing capacities;

d. To invest funds in the Business Entities, to pledge other assets of a trust as security for loans made to the Business Entities, and to lend funds from a trust to the Business Entities;

e. To organize one or more Business Entities under the laws of this or any other state or country and to transfer thereto all or any part of the Business Entities or other property of a trust, and to receive in exchange such stocks, bonds, partnership and member interests, and such other securities or interests as the Trustee may deem advisable;

f. To treat Business Entities as separate from a trust. In a Trustee's accounting to any beneficiary, the Trustee shall only be required to report the earnings and condition of the Business Entities in accordance with standard business accounting practice;

g. To retain in Business Entities such net earnings for working capital and other purposes of the Business Entities as the Trustee may deem advisable in conformity with sound business practice;

h. To sell or liquidate all or any part of the Business Entities at such time and price and upon such terms and conditions (including credit) as the Trustee may determine. My Trustee is specifically authorised and empowered to make such sale to any person, including any partner, officer, or employee of the Business Entities, a fiduciary, or to any beneficiary; and

i. To guaranty the obligations of the Business Entities, or pledge assets of a trust

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to secure such a guaranty.

11. Principal and Income. To allocate items of income or expense between income and principal as permitted or provided by the laws of the State of Florida, provided, unless otherwise provided in this instrument, the Trustee shall establish out of income and credit to principal reasonable reserves for depreciation, obsolescence and depletion, determined to be equitable and fair in accordance with some recognized reasonable and preferably uncomplicated trust accounting principle and; provided, further that the Trustee shall not be required to provide a rate of return on unproductive property unless otherwise provided in this instrument.

12. Life Insurance. The Trustee (or the Independent Trustee if I am serving as Trustee or if a Related or Subordinate Party is serving as Trustee) is authorized to purchase one or more life insurance policies on my life, the life of any beneficiary described herein, or any spouse or lineal ascendant or lineal descendant of myself or such beneficiaries. The following provisions shall apply with respect to any insurance policies constituting an asset of any trust herein created:

a. General Powers. The Trustee shall have the power to pay premiums; to apply dividends in reduction of such premiums; to borrow against the cash values thereof; to convert such policies into other forms of insurance, including paid-up insurance; to exercise any settlement options provided in any such policies; to receive the proceeds of any policy upon its maturity and to administer such proceeds as part of the principal of the trust; and in general, to exercise all other options, benefits, rights and privileges under such policies; provided, however, no Trustee other than a sole Trustee may exercise any incidents of ownership with respect to policies of insurance insuring the Trustee's own life.

b. Payment of Premiums. The Trustee shall be under no obligation to pay the premiums which may become due and payable under the provisions of any policy of insurance subject to this trust, or to make certain that such premiums are paid by myself or any other person, or to notify any persons of the nonpayment of such premiums, and it shall be under no responsibility or liability of any kind in case such premiums are not paid, except that it shall apply any dividends received by it on such policy to the payment of premiums thereon. Upon notice at any time during the continuance of this trust that the premiums due upon such policies are in default, or that premiums to become due will not be paid, either by myself or by any other person, the Trustee, within its sole discretion, may apply any cash values attributable to such policy to the purchase of paid-up insurance or of extended term insurance, or may borrow upon such policy for the payment of premiums due thereon or may accept the cash values of such policy upon its forfeiture. If facts shall occur, under the terms of the policy which shall enable a waiver of the payment of future premiums, the Trustee, upon receipt of written notice of such facts, shall promptly notify the insurance company which has issued such policy, and shall take any and all steps necessary to make such waiver of premium provision effective.

c. Collection of Proceeds. Upon the death of an insured the proceeds of the insurance policies insuring that life which are then subject to this trust shall be collected by the Trustee.

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The Trustee shall have full authority to take any action with regard to the collection that it deems best and to pay any expenses thereof out of the trust estate. However, it shall not be required to enter into or maintain any litigation to enforce payment of such policies until it shall have been indemnified to its satisfaction against all expenses and liabilities to which it might, in its judgment, be subjected by any such action on its part. The Trustee shall have full authority to make any compromise or settlement with respect to any such policies and to give to all insurance companies the necessary and proper releases and acquittances in full discharge of all their liabilities under such policies. Only the net proceeds of insurance policies subject to this trust shall be collected by the Trustee.

d. Liability of Insurance Company. No insurance company, whose policies shall be subject to this trust and who shall make payment of the proceeds thereof to the Trustee, shall be required to inquire into or take notice of any of the terms or conditions of this trust or to see to the application or disposition of the proceeds of such policies. The receipt of the Trustee to any such insurance company shall be effectual to release and discharge it for any payment so made and shall be binding upon every beneficiary of the trusts herein created.

13. Continuing Power. To continue to have or exercise, after the termination of a trust, in whole or in part, and until final distribution thereof, all title, power, discretions, rights and duties conferred or imposed upon the Trustee by law or by this Agreement or during the existence of the trust.

14. Exoneration. To provide for the exoneration of the Trustee from any personal liability on account of any arrangement or contract entered into in a fiduciary capacity.

15. Agreements. To comply with, amend, modify or rescind any agreement made during my lifetime, including those regarding the disposition, management or continuation of any closely held unincorporated business, corporation, partnership or joint venture, and including the power to complete contracts to purchase and sell real estate.

16. Voting. To vote and give proxies, with power of substitution to vote, stocks, bonds and other securities, or not to vote a security.

17. Combination of Shares. To hold the several shares of a trust or several Trusts as a common fund, dividing the income proportionately among them, to assign undivided interests to the several shares or Trusts, and to make joint investments of the funds belonging to them. For such purposes and insofar as may be practicable, the Trustee, to the extent that division of the trust estate is directed hereby, may administer the trust estate physically undivided until actual division thereof becomes necessary to make distributions. The Trustee may hold, manage, invest and account for whole or fractional trust shares as a single estate, making the division thereof by appropriate entries in the books of account only, and may allocate to each whole or fractional trust share its proportionate part of all receipts and expenses; provided, however, this carrying of several Trusts as a single estate shall not defer the vesting in possession of any whole or fractional share of a trust for the beneficiaries thereof at the times specified herein.

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18. Reimbursement. To reimburse itself from a trust for reasonable expenses incurred in the administration thereof.

19. Reliance Upon Communication. To rely, in acting under a trust, upon any letter, notice, certificate, report, statement, document or other paper, or upon any telephone, telegraph, cable, wireless or radio message, if believed by the Trustee to be genuine, and to be signed, sealed, acknowledged, presented, sent, delivered or given by or on behalf of the proper person, firm or corporation, without incurring liability for any action or inaction based thereon.

20. Assumptions. To assume, in the absence of written notice to the contrary from the person or persons concerned, that a fact or an event, by reason of which an interest or estate under a trust shall commence or terminate, does not exist or has not occurred, without incurring liability for any action or inaction based upon such assumption.

21. Removal of Assets. The Trustee may remove from the domiciliary state during the entire duration of a trust or for such lesser period as it may deem advisable, any cash, securities or other property at any time in its hands whether principal or not, and to take and keep the same outside the domiciliary state and at such place or places within or outside the borders of the United States as it may determine, without in any event being chargeable for any loss or depreciation to the trust which may result therefrom.

22. Change of Situs. The situs and/or applicable law of any trust created hereunder may be transferred to such other place as the Trustee may deem to be for the best interests of the trust estate. In so doing, the Trustee may resign and appoint successor Trustees, but may remove such successor Trustees so appointed and appoint others. Each successor Trustee may delegate any and all fiduciary powers, discretionary and ministerial, to the appointing Trustee as its agent.

23. Fiduciary Outside Domiciliary State. In the event no Trustee shall be able and willing to act as Trustee with respect to any property located outside the domiciliary state, the Trustee, without order of court, may appoint another individual or corporation (including any employee or agent of any Trustee) to act as Trustee with respect to such property. Such appointed Trustee shall have all of the powers and discretions with respect to such property as are given to the appointing Trustee with respect to the trust. The appointing Trustee may remove such appointed Trustee and appoint another upon ten (10) days notice in writing. All income from such property, and if such property is sold, exchanged or otherwise disposed of, the proceeds thereof, shall be remitted to the appointing Trustee, to be held and administered by it as Trustee hereunder. Such appointed Trustee may employ the appointing Trustee as agent in the administration of such property. No surety shall be required of any Trustee or agent acting under the provisions of this paragraph. No periodic court or statutory accounting shall be required of such appointed Trustee.

24. Additions. To receive and accept additions to the Trusts in cash or in kind from donors, Personal Representatives, administrators, Trustees or attorneys in fact, including additions of my property by the Trustee or others as my attorneys in fact.

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25. Title and Possession. To have title to and possession of all real or personal property held in the Trusts, and to register or hold title to such property in its own names or in the name of its nominee, without disclosing its fiduciary capacity, or in bearer form.

26. Agents. To employ persons, including attorneys, auditors, investment advisers, and agents, even if they are the Trustee or associated with the Trustee, to advise or assist the Trustee in the performance of its administrative duties and to pay compensation and costs incurred in connection with such employment from the assets of the Trust; to act without independent investigation upon their recommendations; and, instead of acting personally, to employ one or more agents to perform any act of administration, whether or not discretionary.

27. Tax Elections. To file tax returns, and to exercise all tax-related elections and options at its discretion, without compensating adjustments or reimbursements between any of the Trusts or any of the trust accounts or any beneficiaries.

28. Tax Reimbursement. To pay, from time to time in the Independent Trustee's sole and absolute discretion, to me or the Personal Representatives of my estate, on a cumulative basis as may be necessary, such amounts as I or my Personal Representatives shall certify as is necessary to discharge my tax liability (whether federal, state or otherwise) in respect of income realized by the Trust and not distributed to me; provided, however, this authority shall only be exercised by the Independent Trustee hereunder, and I shall not make or participate in making any discretionary distribution pursuant to this Subparagraph. The Independent Trustee shall have no obligation to reimburse me for any income taxes imposed on me by law and paid by me on Trust income or gains.

If I am serving as Trustee hereunder or if a Related or Subordinate Party is serving as Trustee hereunder, any powers and discretions provided under this Subparagraph III.A. to the Trustee that would result in gross estate inclusion of assets of this Trust under Code §§ 2036, 2038, or 2042, or successor provisions thereto, shall not be exercisable by me or such related or subordinate Trustee, and shall be exercisable only by the other Trustees who are not related or subordinate to me, or if none, by the Independent Trustee.

B. Resignation or Removal. The Trustee may resign with or without cause, by giving written notice, specifying the effective date of such resignation to his or her successor Trustee and to the current income beneficiaries, at the time of giving notice. I (or my spouse if she is serving as sole Trustee) reserve the right to remove a Trustee or co-Trustee from office, with or without cause, by giving written notice, specifying the effective date of such resignation to the removed Trustee, to his or her successor Trustee, and to the current income beneficiaries. Upon the resignation or removal of a Trustee, such Trustee shall be entitled to reimbursement from the Trust for all reasonable expenses incurred in the settlement of accounts and in the transfer of assets to his or her successor. For purposes of this Subparagraph, the Trustee shall include the Independent Trustee.

C. Appointment of Successor Trustee.

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1. Appointment. Upon a Trustee's resignation (including the Independent Trustee), or if a Trustee becomes Disabled or for any reason ceases to serve as Trustee (including the Independent Trustee), I (or my spouse if she is serving as sole Trustee) may appoint any person or persons as successor Trustee, co-Trustee or Independent Trustee, and in the case of the Independent Trustee it shall not be a Related or Subordinate Party, nor a person related or subordinate to me within the meaning of Code Section 672(c), the Treasury Regulations issued thereunder, and successor provisions thereto. Notwithstanding the foregoing, if either of the designated co-Trustees hereunder cannot continue to serve, the remaining co-Trustee shall serve alone in the absence of either of us designating a successor co-Trustee. Notwithstanding the foregoing, if a named Trustee is not a U.S. citizen or resident at the time of commencement of his term as Trustee, such Trustee should give due consideration to declining to serve to avoid potential adverse U.S. income tax consequences by reason of the characterization of a trust hereunder as a foreign trust under the Code, but shall not be construed to have any duty to so decline if such Trustee desires to serve. There shall always be a Trustee and an Independent Trustee serving hereunder, provided that the same person or entity may serve in both capacities.

2. Specific Trusts. Notwithstanding the preceding provisions of this Subparagraph III.C, subsequent to the death of the survivor of my spouse and me, I specifically appoint the following person or persons as Trustee of the following Trusts:

a. Trustee of Separate Trusts for My Lineal Descendants. With regard to a separate trust held for a lineal descendant of mine hereunder under which such lineal descendant is the principal beneficiary, each such lineal descendant of mine shall serve as co-Trustee with the then serving Trustee upon attaining age thirty (30) years, and each such lineal descendant shall serve as sole Trustee upon attaining age thirty-five (35) years, provided, however, that there shall always be an Independent Trustee serving of such separate trust. While serving as sole Trustee, a lineal descendant of mine may designate an co-Trustee to serve with such lineal descendant and each such lineal descendant may remove and/or replace such co-Trustee with another from time to time.

b. Trustee of Separate Trust for a Spouse of a Lineal Descendant of Mine. A corporate fiduciary shall serve as Trustee and Independent Trustee of any separate trust held for the benefit of a spouse of a lineal descendant of mine. Such corporate fiduciary shall be an entity with trust powers under state law and no less than One Billion ($1,000,000,000.00) Dollars under trust management (itself and its affiliates).

3. Successor Trustees Not Provided For. Whenever a successor Trustee or co-Trustee (including the Independent Trustee) is required and no successor or other functioning mechanism for succession is provided for under the terms of this Trust Agreement , the last serving Trustee (or Independent Trustee, as the case may be) or the last person or entity designated to serve as Trustee of the applicable trust (or Independent Trustee, as the case may be) may appoint his or her successor, and if none is so appointed, the following persons shall appoint a successor Trustee or Independent Trustee (who may be one of the persons making the appointment if over the age of thirty years):

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a. The remaining Trustees, if any; otherwise,

b. The principal beneficiary or the spouse of a principal beneficiary for whom a separate trust is held.

The appointment shall be by a written document executed by such person in the presence of two witnesses and acknowledged before a notary public delivered to the appointed Trustee and to me if I am living and not Disabled or in a valid last Will.

4. Power to Remove Trustee. Subsequent to the death of the survivor of my spouse and me, the age 35 or older principal beneficiary of a Trust, or the spouse of a principal beneficiary for whom a separate trust is held, shall have the power to unanimously remove a Trustee, co-Trustee or Independent Trustee (including the designated Independent Trustee or Independent co-Trustees hereunder as the case may be) of such Trust at any time with or without cause other than a successor Trustee or Independent Trustee appointed by me or my spouse at death under our last Wills, with the successor Trustee or Independent Trustee to be determined in accordance with the foregoing provisions.

D. Method of Appointment of Trustee. Any such appointment of a successor Trustee by a person shall be made in a written instrument executed by such person in the presence of two witnesses and acknowledged before a notary public which is delivered to such appointed Trustee during the lifetime of the person making such appointment, or any such appointment of a successor Trustee by a person may be made under the last Will of such person.

E. Successor Fiduciaries. No Trustee is responsible for, nor has any duty to inquire into, the administration, acts or omissions of any executor, administrator, Personal Representative, or trustee or attorney-in-fact adding property to these Trusts, or of any predecessor Trustee. Each successor Trustee has all the powers, privileges, immunities, rights and title (without the execution of any instrument of transfer or any other act by any retiring Trustee) and all the duties of all predecessors.

F. Liability and Indemnification of Trustee.

1. Liability in General. No individual Trustee (that is, a Trustee that is not a corporation or other entity) shall be liable for any of his or her actions or failures to act as Trustee, even if the individual Trustee is found by a court to have been negligent or in breach of fiduciary duty, except for liability caused by his or her actions or failures to act done in bad faith or with reckless indifference to the purposes of the trust or the interests of the beneficiaries. Each Trustee that is a corporation or other entity will be liable for its actions or failures to act that are negligent or that breach its fiduciary duty, without contribution by any individual Trustee.

2. Indemnification of Trustee. Except in regard to liabilities imposed on a Trustee under the preceding paragraph, each Trustee shall be held harmless and indemnified from the assets of the trust for any liability, damages, attorney's fees, expenses, and costs incurred as a result of its service as Trustee. A Trustee who ceases to serve for any reason will be entitled to receive reasonable security

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from the assets of the trust to protect it from liability, and may enforce these provisions for indemnification against the current Trustee or against any assets held in the trust, or if the former Trustee is an individual and not a corporation or other entity, against any beneficiary to the extent of distributions received by that beneficiary. This indemnification right extends to the estate, Personal Representatives, legal successors and assigns of a Trustee.

3. Indemnification of Trustee - Additional Provisions. I recognize that if a beneficiary accuses a Trustee of wrongdoing or breach of fiduciary duty, the Trustee may have a conflict of interest that ordinarily would prevent it from paying legal fees and costs from the trust estate to defend itself. I do not want to put a financial burden on any individual named to serve as a Trustee. Just as important, I do not want an individual who has been selected to serve as a Trustee to be reluctant to accept the position, or while serving to be intimidated in the performance of the Trustee's duties because of the threats of lawsuits that might force the Trustee to pay fees and costs from the Trustee's personal resources. For this reason, I deliberately and intentionally waive any such conflict of interest with respect to any individual serving as Trustee so that he or she can hire counsel to defend himself or herself against allegations of wrongdoing or if sued for any reason (whether by a beneficiary or by someone else) and pay all fees and costs for his or her defense from the trust estate until the dispute is resolved. I understand and agree that a court may award, disallow or allocate fees and costs in whole or in part after the dispute is resolved, as provided by law. The Trustee will account for all such fees and costs paid by it as provided by law. This provision shall not apply to any Trustee that is a corporation or other entity.

G. Compensation, Bond. Each Trustee is entitled to be paid reasonable compensation for services rendered in the administration of the Trust. Reasonable compensation for a non-individual Trustee will be its published fee schedule in effect when its services are rendered unless otherwise agreed in writing, and except as follows. Any fees paid to a non-individual Trustee for making principal distributions, for termination of the trust, and upon termination of its services must be based solely on the value of its services rendered, not on the value of the trust principal. During my lifetime the Trustee's fees are to be charged wholly against income (to the extent sufficient), unless directed otherwise by me in writing. Each Trustee shall serve without bond.

H. Maintenance of Records. The Trustee shall maintain accurate accounts and records. It shall render annual statements of the receipts and disbursements of income and principal of a Trust upon the written request of any adult vested beneficiary of such Trust or the guardian of the person of any vested beneficiary and the approval of such beneficiary shall be binding upon all persons then or thereafter interested in such Trust as to the matters and transactions shown on such statement. The Trustee may at any time apply for a judicial settlement of any account. No Trustee shall be required to file any statutory or other periodic accountings of the administration of a Trust.

I. Interested Trustee. The Trustee may act under this Agreement even if interested in these Trusts in an individual capacity, as a fiduciary of another trust or estate (including my estate) or in any other capacity. The Trustee may in good faith enter into a sale, encumbrance, or other transaction involving the investment or management of trust property for the Trustee's own personal account or which is otherwise affected by a conflict between the Trustee's fiduciary and personal interests, without

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liability and without being voidable by a beneficiary. The Trustee is specifically authorized to make loans to, to receive loans from, or to sell, purchase or exchange assets in a transaction with (i) the Trustee's spouse, (ii) the Trustee's children or grandchildren, siblings, parents, or spouses of such persons, (iii) an officer, director, employee, agent, or attorney of the Trustee, or (iv) a corporation, partnership, limited liability company, or other business entity in which the Trustee has a financial interest, provided that in any transaction the trusts hereunder receive fair and adequate consideration in money or money's worth. The Trustee may renounce any interest or expectancy of a trust in, or an opportunity to participate in, specified business opportunities or specified classes or categories of business opportunities that are presented to the Trustee. Such renunciation shall not prohibit the Trustee from participating in the Trustee's individual capacity in such opportunity or expectancy.

J. **Third Parties**. No one dealing with the Trustee need inquire into its authority or its application of property.

K. **Merger of Trusts**. If the Trustee is also trustee of a trust established by myself or another person by will or trust agreement, the beneficiaries to whom income and principal may then be paid and then operative terms of which are substantially the same as those of a Trust held under this Agreement, the Trustee in its discretion may merge either such trust into the other trust. The Trustee, in exercising its discretion, shall consider economy of administration, convenience to the beneficiaries, tax consequences and any other factor it considers important. If it is later necessary to reestablish the merged trust as separate trusts, it shall be divided proportionately to the value of each trust at the time of merger.

L. **Multiple Trustees.** Except as specifically provided herein as to the allocation of powers or discretion of the Independent Trustee, if two Trustees are serving at any time, any power or discretion of the Trustees may be exercised only by their joint agreement. Either Trustee may delegate to the other Trustee the authority to act on behalf of both Trustees and to exercise any power held by the Trustees. If more than two Trustees are serving at any time, and unless unanimous agreement is specifically required by the terms of this Trust Agreement, any power or discretion of the Trustees may be exercised only by a majority. The Trustees may delegate to any one or more of themselves the authority to act on behalf of all the Trustees and to exercise any power held by the Trustees. Trustees who consent to the delegation of authority to other Trustees will be liable for the consequences of the actions of those other Trustees as if the consenting Trustees had joined the other Trustees in performing those actions. A dissenting Trustee who did not consent to the delegation of authority to another Trustee and who has not joined in the exercise of a power or discretion cannot be held liable for the consequences of the exercise. A dissenting Trustee who joins only at the direction of the majority will not be liable for the consequences of the exercise if the dissent is expressed in writing delivered to any of the other Trustees before the exercise of that power or discretion.

ARTICLE IV. INDEPENDENT TRUSTEE

A. **In General**. The Independent Trustee shall have only those duties, obligations, and

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powers hereunder expressly provided to it, and the Trustee shall not participate in any affirmative duties provided to the Independent Trustee. Otherwise, the provisions hereunder applicable to the Trustee shall be applicable also to the Independent Trustee except where the context differentiates between a Trustee and an Independent Trustee, including without limitation provisions relating to liability and indemnification of trustees. In the event of any conflict between the powers granted hereunder to both the Trustee and the Independent Trustee, the powers of the Independent Trustee shall have priority over the Trustee. Thus, for example, if the Independent Trustee determines to invest in a Closely Held Interest, such investment is permissible notwithstanding that it reduces the assets available for other investments by the Trustee.

B. Who May Serve. Notwithstanding any other provisions of this Trust Agreement to the contrary, including without limitation powers in myself or others to appoint additional or successor Trustees or Independent Trustees, at no time shall a person or entity serve as an Independent Trustee hereunder if such person or entity is a Related or Subordinate Party or is related or subordinate to me within the meaning of Code Section 672(c), the Treasury Regulations issued thereunder, and successor provisions thereto, nor shall I be eligible to serve.

C. Limited Power of Amendment.

1. Amendment Power. In the case of each separate Trust at any time in existence hereunder, such Trust's then Independent Trustee, other than any (i) who has ever made a gift transfer to such trust, or (ii) who is prohibited by the provisions of Subparagraph IV.C.2 below from participating in the amendment involved, from time to time may, notwithstanding any other provision of this instrument, amend or restate this instrument, including its dispositive, administrative and other provisions of all kinds, in order to permit the Trustees hereunder (including the Independent Trustee):

a. To address tax and/or other circumstantial changes that may affect such Trust and/or its beneficiaries,

b. To take advantage of changed trust drafting approaches to address potential trust problems, and/or

c. To remove from the governing trust instrument any provisions which have become "deadwood" (i.e., no longer operative in the ongoing administration of such trust due to changed circumstances)

with respect to (i) such Trust, and (ii) all trusts that are subsequently to come into existence under this instrument to hold part or all of the assets of such Trust, in whatever way or ways, such Independent Trustee, in the exercise of its sole discretion, may deem appropriate in the best interests, as interpreted by such Independent Trustee alone, of the principal beneficiary of such Trust(s) and of each such principal beneficiary's family as a whole. Such Independent Trustee shall be guided by what, in the sole judgment of such Independent Trustee alone, would apparently be my original intent hereunder in the light of the changed circumstances. This power of amendment shall include, by way of example and not

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limitation, the power to:

d. Grant, reduce or eliminate general (as defined in Code Section 2041) and special powers of appointment with respect to part or all of any trust property (such powers may be made subject to any conditions or consents and limited to such objects as may be described in the grant or reduction of each power);

e. Add mandatory distribution or set aside provisions for one or more beneficiaries or permissible distributees;

f. Divide a Trust into separate trusts or merge separate trusts together;

g. Provide for the creation of one or more separate subaccounts (equivalent to a separate trust) in any Trust hereunder with respect to which such subaccounts are more restrictive or other administrative or dispositive provisions are made applicable in order to permit some or all of the properties or interests that may at any time be held in or allocable to that Trust to be segregated and transferred to that subaccount to achieve some tax or other benefit that would otherwise not be available to such property or interest or to the principal beneficiary or one or more of the other current beneficiaries of that Trust (such as, by way of example and not limitation, to permit (i) such property, interest or beneficiary to qualify for some governmental or tax benefit, generation-skipping transfer tax exemption or Code Section 2032A election, or (ii) a disclaimer to be made; and

h. Restrict in any way, revocably or irrevocably, the future exercise of any power held by any beneficiaries, myself, and/or a Trustee (including Independent Trustee) hereunder.

2. Limitations on Amendment Power. Notwithstanding the foregoing, however, under no circumstances shall any such amendment:

a. Extend the period of any such trust's existence beyond the already applicable rule against perpetuities limitation period specified in Subparagraph I.G;

b. Diminish in any way (that is not controlled by the beneficiary) any enforceable right any beneficiary may already have (under the then terms of this instrument) to receive the income of any trust, currently or at any time in the future (but, to the extent an amendment benefits or grants a power to a current beneficiary of any trust, it may diminish the rights of one or more beneficiaries to receive in the future the income of that trust or of any trust subsequently to come into existence to hold part or all of the assets of that trust);

c. Reduce in any way the restrictions and limitations on or liabilities of (i) myself hereunder, including without limitation Subparagraph I.A or as a fiduciary as set forth in Subparagraph III.F, or (ii) this Article IV. This shall not be interpreted to limit the ability of the Independent Trustee to increase such restrictions, limitations and liabilities;

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d. Result in any direct or indirect financial benefit to anyone who is not presently or in the future a lineal descendant of mine or the spouse of lineal descendant of mine while married to a lineal descendant of mine;

e. Make any change that would have the effect of disqualifying any such trust insofar as such trust, prior to such amendment, otherwise qualified for and was in fact already taking advantage of, while such advantage otherwise will continue, (i) any exemption from a surviving spouse's elective right or from any creditor's right to levy on any beneficiary's interest in any such trust, or (ii) any substantial deduction, credit, exclusion or other tax benefit (such as any charitable deduction, any annual gift tax exclusion, Code Section 2032A election, a generation-skipping tax exemption, the opportunity to be a stockholder in an S corporation without adversely affecting the S election of such corporation, a significant grandfathered status under some changed law, and so on).

3. Method of Amendment. Any such amendment shall be by written instrument, executed by such amending Independent Trustee with all the formalities of a deed, setting forth the trust or trusts hereunder to which the amendment applies and the effective date of such amendment.

ARTICLE V. ADDITIONAL TAX MATTERS

A. **GST Trusts**. I direct (a) that the Trustee shall divide any Trust to which there is allocated any GST exemption into two separate Trusts (each subject to the provisions hereof) so that the generation-skipping tax inclusion ratio of one such Trust is zero, (b) any property exempt from generation-skipping taxation shall be divided as otherwise provided herein and held for the same persons designated in Trusts separate from any property then also so divided which is not exempt from generation-skipping taxation, and (c) if upon the death of a beneficiary a taxable termination would otherwise occur with respect to any property held in Trust for him or her with an inclusion ratio greater than zero, such beneficiary shall have with respect only to such property a power to appoint such fractional share thereof which if included in such beneficiary's gross estate for federal estate tax purposes (without allowing any deduction with respect to such share) would not be taxed at the highest federal estate tax rate and such fractional share of such property shall be distributed to such persons including only such beneficiary's estate, spouse, and issue, as such beneficiary may appoint, and any part of a Trust such beneficiary does not effectively appoint shall be treated as otherwise provided for disposition upon his or her death, provided, if upon his or her death two or more Trusts for his or her benefit are directed to be divided among and held or distributed for the same persons and the generation-skipping tax inclusion ratio of any such Trust is zero, the amount of any other such Trust to which there is allocated any of such beneficiary's GST exemption shall be added to the Trusts with generation-skipping tax inclusion ratios of zero in equal shares.

I request (but do not require) that if two or more Trusts are held hereunder for any person, no principal be paid to such person from the Trusts with the lower inclusion ratios for generation-skipping tax purposes unless the Trust with the highest inclusion ratio has been exhausted by use, consumption, distribution or otherwise or is not reasonably available. For purposes of funding any pecuniary payment

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or trust division to which there is allocated any GST exemption, such payment or trust division allocation shall be satisfied with cash or property which fairly represents appreciation and depreciation (occurring between the valuation date and the date of distribution) in all of the assets from which such distribution or allocation could be made, and any pecuniary payment made before a residual transfer of property to which any GST exemption is allocated shall be satisfied with cash or property which fairly represents appreciation and depreciation (occurring between the valuation date and the date of distribution) in all of the assets from which such pecuniary payment could be satisfied and shall be allocated a pro rata share of income earned by all such assets between the valuation date and the date of payment. The valuation date with respect to any property shall be the date as of which its value is determined for federal estate tax purposes with respect to the transferor thereof, and subject to the foregoing, property distributed in kind in satisfaction of any pecuniary payment shall be selected on the basis of the value of such property on the valuation date. All terms used in this paragraph which are defined or explained in Chapter 13 of the Code shall have the same meaning when used herein. The Trustee is authorized and directed to comply with the provisions of the Treasury Regulations interpreting the generation skipping tax provisions of the Code in severing or combining any trust, creating or combining separate trust shares, allocating GST exemption, or otherwise, as necessary to best accomplish the foregoing allocations, inclusion ratios, combinations, and divisions, including, without limitation, the payment of "appropriate interest" as determined by the Trustee as that term is applied and used in said Regulations.

B. **Individual Retirement Accounts**. In the event that this Trust or any trust created under this Agreement is the beneficiary of an Individual retirement account established and maintained under Code Section 408 or a qualified pension, profit sharing or stock bonus plan established and maintained under Code Section 401 (referred to in this paragraph as "IRA"), the following provisions shall apply to such trust:

1. I intend that the beneficiaries of such trust shall be beneficiaries within the meaning of Code Section 401(a)(9) and the Treasury Regulations thereunder. All provisions of such trust shall be construed consistent with such intent. Accordingly, the following provisions shall apply to such trust:

a. No benefits from any IRA may be used or applied for the payment of any debts, taxes or other claims against my estate as set forth in the later paragraph captioned "Taxes", unless other assets of this Trust are not available for such payment.

b. In the event that a beneficiary of any trust created under this Agreement has a testamentary general power of appointment or a limited power of appointment over all or any portion of any trust established under this Agreement, and if such trust is the beneficiary of any benefits from any IRA, the beneficiary shall not appoint any part of such trust to a charitable organization or to a lineal descendant of mine who is older than the beneficiary whose life expectancy is being used to calculate distributions from such IRA.

2. The Trustee shall deliver a copy of this Agreement to the custodian of any IRA

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of which this Trust or any trust created under this Agreement is the named beneficiary within the time period prescribed Code Section 401(a)(9) and the Treasury Regulations thereunder, along with such additional items required thereunder. If the custodian of the IRA changes after a copy of this Agreement has been provided pursuant to the preceding sentence, the Trustee shall immediately provide a copy of this Agreement to the new custodian. The Trustee shall request each custodian to complete a receipt of the Agreement and shall attach such receipt to this Agreement. The Trustee shall provide a copy of each amendment of this Agreement to the custodian and shall obtain a receipt of such amendment.

C. **Subchapter S Stock**. Regardless of anything herein to the contrary, in the event that the principal of a Trust includes stock in a corporation for which there is a valid election to be treated under the provisions of Subchapter S of the Code, the income beneficiary of such a Trust is a U.S. citizen or U.S. resident for federal income tax purposes, and such Trust is not an "electing small business trust" under Code Section 1361(e)(1) in regard to that corporation, the Trustee[s] shall (a) hold such stock as a substantially separate and independent share of such Trust within the meaning of Code Section 663(c), which share shall otherwise be subject to all of the terms of this Agreement, (b) distribute all of the income of such share to the one income beneficiary thereof in annual or more frequent installments, (c) upon such beneficiary's death, pay all accrued or undistributed income of such share to the beneficiary's estate, (d) distribute principal from such share during the lifetime of the income beneficiary only to such beneficiary, notwithstanding any powers of appointment granted to any person including the income beneficiary, and (e) otherwise administer such share in a manner that qualifies it as a "qualified Subchapter S trust" as that term is defined in Code Section 1361(d)(3), and shall otherwise manage and administer such share as provided under this Agreement to the extent not inconsistent with the foregoing provisions of this paragraph.

D. **Taxes**. The Trustee shall pay to the Personal Representative of my estate from the principal of the Trust, but not from the portion of any asset or the proceeds thereof which would not otherwise be includible in my gross estate for estate tax purposes, such as the proceeds of insurance policies that are not includible in my estate, such amounts as the Personal Representative certifies, in writing, are required for the payment of estate, inheritance, succession and transfer taxes, including any interest or penalty thereon, which are payable by said Personal Representative by reason of my death and are attributable to assets held in this Trust (*i.e.*, to the extent that such taxes are increased by the taxability of such Trust assets). The Trustee may rely upon the correctness of such certifications and is exonerated from all liability for making payments in reliance thereon. Notwithstanding any distribution requirement herein, subsequent to my death the Trustee is authorized to retain in trust any amounts designated to be distributed until the earlier of the issuance of an estate tax closing letter from the Internal Revenue Service in regard to my estate or the closing of the federal estate tax statute of limitations for estate taxes arising by reason of my death.

E. **Taxpayer Identification Number**. By executing this Trust Agreement, the Trustee authorizes Tescher & Spallina, P.A. to apply for a taxpayer identification number from the Internal Revenue Service for the Trust.

[remainder of page intentionally left blank]

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IN WITNESS WHEREOF, the parties hereto have executed this Trust Agreement on the date first above written.

GRANTOR and CO-TRUSTEE:

_____
SIMON L. BERNSTEIN

This instrument was signed by SIMON L. BERNSTEIN in our presence, and at the request of and in the presence of SIMON L. BERNSTEIN and each other, we subscribe our names as witnesses on this ____ day of _____, 2008:

_____
Print Name:_____
Address:_____
_____
_____

_____
Print Name:_____
Address:_____
_____
_____

Draft

STATE OF FLORIDA
SS.
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ___ day of _____, 2008, by SIMON L. BERNSTEIN.

_____
Signature - Notary Public

[Seal with Commission Expiration Date]

_____
Print, type or stamp name of Notary Public

Personally Known _____ or Produced Identification _____
Type of Identification Produced _____

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CO-TRUSTEE:

_____
SHIRLEY BERNSTEIN

This instrument was signed by SHIRLEY BERNSTEIN in our presence, and at the request of and in the presence of SHIRLEY BERNSTEIN and each other, we subscribe our names as witnesses on this ____ day of _____, 2008:

_____
Print Name:_____
Address:_____
_____
_____

_____
Print Name:_____
Address:_____
_____
_____

Draft

STATE OF FLORIDA
SS.
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ___ day of _____, 2008, by SHIRLEY BERNSTEIN.

_____
Signature - Notary Public

[Seal with Commission Expiration Date]

_____
Print, type or stamp name of Notary Public

Personally Known _____ or Produced Identification _____
Type of Identification Produced _____

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INDEPENDENT TRUSTEE:

_____

This instrument _____ and each other, we subscribe our names as witnesses on this ____ day of _____, 2008:

_____
Print Name:_____
Address:_____
_____
_____

_____
Print Name:_____
Address:_____
_____
_____

STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH

Draft

The foregoing instrument was acknowledged before me this ___ day of _____, 2008, by _____.

_____
Signature - Notary Public

[Seal with Commission Expiration Date]

_____
Print, type or stamp name of Notary Public

Personally Known _____ or Produced Identification _____
Type of Identification Produced _____

F:\WPDATA\drt\Bernstein, Shirley & Simon\Children's Trusts\Jill Iantoni Family Trust.wpd [04 14:50 08 08]

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TRUST

ATTACHMENT

ITEM NO.	DESCRIPTION	AMOUNT
1	Cash	$1.00

Draft

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DURABLE POWER OF ATTORNEY

I, SIMON L. BERNSTEIN, Social Security No. _____, of Palm Beach County, Florida, revoke all powers of attorney previously issued by me and appoint my spouse, SHIRLEY BERNSTEIN, as attorney-in-fact for me and to otherwise act for me and on my behalf, as provided herein:

a. To have access to any safe deposit box rented by me or by me with others (including authority to have it drilled), to remove the contents therefrom and to terminate the lease of the box.

b. To sell, purchase or to assign, transfer and deliver all cash, bonds, stocks, securities, annuities and other property of any kind, real or personal, owned by me.

c. To withdraw any funds standing to my credit or to my credit jointly with others in any bank, savings and loan association or other financial institution.

d. To endorse and deliver any checks, drafts, certificates of deposit, notes or other instruments for the payment of money payable to or belonging to me.

e. To convey any real property, interest in real property, or beneficial interest in a trust holding real property, including, but without limitation, homestead real property and real property in any type of joint ownership, including tenancy by the entireties, which I may own or possess.

f. To mortgage real property, including homestead real property, and to join with my spouse and my spouse's legal guardian where necessary, to accomplish this encumbrance.

g. To execute and deliver any assignment, stock power, deed or other instrument which my attorney-in-fact deems necessary or appropriate to carry out and effectuate this power of attorney, to sign my name to any instrument pertaining to or required in connection with the transfer of my property, and to give full receipts and discharges.

h. To delegate to a transfer agent or similar person the authority to register any stocks, bonds or other securities either into or out of the principal's or nominee's name.

i. To deal with retirement plans, including individual retirement account, rollovers, and voluntary contributions, changing the ownership or beneficiary designations on such accounts, plans and/or annuities.

j. To borrow funds to avoid forced liquidation of assets.

k. To enter into buy-sell agreements.

l. To deal with life insurance, including the power to cash in or change the ownership or beneficiary designations of life insurance policies, excluding, however, life insurance policies of which my attorney-in-fact is not an owner nor co-owner thereof but is an

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insured thereof.

m. To forgive and collect debts.

n. To make and complete funding of charitable pledges.

o. To make statutory elections and disclaimers, including the power to disclaim or refuse to accept an inheritance, life insurance proceeds, or elective share.

p. To hire counsel and otherwise act to represent and/or protect my interest in any legal action.

q. To collect amounts due to me and to qualify me for various government entitlements such as Medicaid or Supplemental Social Security.

r. To deal with and collect proceeds from health and/or long term care insurance.

s. To sign tax returns, IRS powers of attorney, and to settle tax disputes.

t. Consistent with estate planning and tax minimization objectives, to make gifts on my behalf to such members of my family and/or charitable organizations as my said attorney-in-fact may deem advisable, but excluding gifts to my said attorney-in-fact, creditors of my attorney-in-fact and members of her/his family that discharge a support obligation of my attorney in fact.

u. To petition a court of competent jurisdiction for an elective share of the estate of my deceased spouse.

v. To convey any property, tangible or intangible, real or personal, to the trustee of a revocable trust of which I was an original grantor, including my homestead.

w. To execute any document on my behalf for the purpose of qualifying for any public/private benefit; and if when applying for Medicaid benefits, my income exceeds the income cap, to create an irrevocable income trust and to transfer so much of my income of said trust as will enable me to qualify for Medicaid benefits.

x. To exercise all rights and privileges over, or relating to the ownership of, property, including without limitation the exercise of voting rights relating to such property or ownership.

Every bank or other financial institution, insurance company, transfer agent, issuer, obligor, safe deposit box company, title insurance company or other person, firm or corporation to which this power of attorney or a photocopy hereof is presented is authorized to receive, honor and give effect to all

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instruments signed pursuant to the foregoing authority without inquiring as to the circumstances of their issuance or the disposition of the property delivered pursuant thereto. All acts done hereunder by my attorney-in-fact after revocation of this power of attorney or after my death shall be valid and enforceable in favor of anyone who relies on this power of attorney and has not received prior actual written notice of the revocation or death. All acts done by my attorney-in-fact pursuant to this power shall be binding upon me and my heirs, devisees and personal representatives.

My said attorney-in-fact shall not be liable for any acts or decisions made by said attorney-in-fact in good faith and under the terms of this Durable Power of Attorney.

I give and grant unto my said attorney-in-fact full power and authority to do and perform all and every act and thing that may be requisite and necessary as fully to all intents and purposes as I might or could if personally present, hereby ratifying and confirming all that my said attorney-in-fact shall lawfully do or cause to be done by virtue of this power of attorney.

This Durable Power of Attorney shall not be affected by subsequent incapacity of the principal except as provided by statute.

IN WITNESS WHEREOF I have signed this Durable Power of Attorney this _____ day of _____, 2008.

Signed in the presence of:

_____ _____

Print Name: _____ **SIMON L. BERNSTEIN**

_____

Print Name: _____

STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ___ day of _____, 2008, by SIMON L. BERNSTEIN.

_____

Signature - Notary Public-State of Florida

[Seal with Commission Expiration Date]

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Print, type or stamp name of Notary Public

Personally Known _____ or Produced Identification _____
Type of Identification Produced _____

F:\WPDATA\drt\Bernstein, Shirley & Simon\2008 Estate Planning\Will of Simon L. Bernstein.wpd

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DURABLE POWER OF ATTORNEY

I, SHIRLEY BERNSTEIN, Social Security No. _____, of Palm Beach County, Florida, revoke all powers of attorney previously issued by me and appoint my spouse, SIMON L. BERNSTEIN, as attorney-in-fact for me and to otherwise act for me and on my behalf, as provided herein:

a. To have access to any safe deposit box rented by me or by me with others (including authority to have it drilled), to remove the contents therefrom and to terminate the lease of the box.

b. To sell, purchase or to assign, transfer and deliver all cash, bonds, stocks, securities, annuities and other property of any kind, real or personal, owned by me.

c. To withdraw any funds standing to my credit or to my credit jointly with others in any bank, savings and loan association or other financial institution.

d. To endorse and deliver any checks, drafts, certificates of deposit, notes or other instruments for the payment of money payable to or belonging to me.

e. To convey any real property, interest in real property, or beneficial interest in a trust holding real property, including, but without limitation, homestead real property and real property in any type of joint ownership, including tenancy by the entireties, which I may own or possess.

Draft

f. To mortgage real property, including homestead real property, and to join with my spouse and my spouse's legal guardian where necessary, to accomplish this encumbrance.

g. To execute and deliver any assignment, stock power, deed or other instrument which my attorney-in-fact deems necessary or appropriate to carry out and effectuate this power of attorney, to sign my name to any instrument pertaining to or required in connection with the transfer of my property, and to give full receipts and discharges.

h. To delegate to a transfer agent or similar person the authority to register any stocks, bonds or other securities either into or out of the principal's or nominee's name.

i. To deal with retirement plans, including individual retirement account, rollovers, and voluntary contributions, changing the ownership or beneficiary designations on such accounts, plans and/or annuities.

j. To borrow funds to avoid forced liquidation of assets.

k. To enter into buy-sell agreements.

l. To deal with life insurance, including the power to cash in or change the ownership or beneficiary designations of life insurance policies, excluding, however, life insurance policies of which my attorney-in-fact is not an owner nor co-owner thereof but is an

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insured thereof.

m. To forgive and collect debts.

n. To make and complete funding of charitable pledges.

o. To make statutory elections and disclaimers, including the power to disclaim or refuse to accept an inheritance, life insurance proceeds, or elective share.

p. To hire counsel and otherwise act to represent and/or protect my interest in any legal action.

q. To collect amounts due to me and to qualify me for various government entitlements such as Medicaid or Supplemental Social Security.

r. To deal with and collect proceeds from health and/or long term care insurance.

s. To sign tax returns, IRS powers of attorney, and to settle tax disputes.

t. Consistent with estate planning and tax minimization objectives, to make gifts on my behalf to such members of my family and/or charitable organizations as my said attorney-in-fact may deem advisable, but excluding gifts to my said attorney-in-fact, creditors of my attorney-in-fact and members of her/his family that discharge a support obligation of my attorney in fact.

u. To petition a court of competent jurisdiction for an elective share of the estate of my deceased spouse.

v. To convey any property, tangible or intangible, real or personal, to the trustee of a revocable trust of which I was an original grantor, including my homestead.

w. To execute any document on my behalf for the purpose of qualifying for any public/private benefit; and if when applying for Medicaid benefits, my income exceeds the income cap, to create an irrevocable income trust and to transfer so much of my income of said trust as will enable me to qualify for Medicaid benefits.

x. To exercise all rights and privileges over, or relating to the ownership of, property, including without limitation the exercise of voting rights relating to such property or ownership.

Every bank or other financial institution, insurance company, transfer agent, issuer, obligor, safe deposit box company, title insurance company or other person, firm or corporation to which this power of attorney or a photocopy hereof is presented is authorized to receive, honor and give effect to all

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instruments signed pursuant to the foregoing authority without inquiring as to the circumstances of their issuance or the disposition of the property delivered pursuant thereto. All acts done hereunder by my attorney-in-fact after revocation of this power of attorney or after my death shall be valid and enforceable in favor of anyone who relies on this power of attorney and has not received prior actual written notice of the revocation or death. All acts done by my attorney-in-fact pursuant to this power shall be binding upon me and my heirs, devisees and personal representatives.

My said attorney-in-fact shall not be liable for any acts or decisions made by said attorney-in-fact in good faith and under the terms of this Durable Power of Attorney.

I give and grant unto my said attorney-in-fact full power and authority to do and perform all and every act and thing that may be requisite and necessary as fully to all intents and purposes as I might or could if personally present, hereby ratifying and confirming all that my said attorney-in-fact shall lawfully do or cause to be done by virtue of this power of attorney.

This Durable Power of Attorney shall not be affected by subsequent incapacity of the principal except as provided by statute.

IN WITNESS WHEREOF I have signed this Durable Power of Attorney this _____ day of _____, 2008.

Signed in the presence of:

Draft

_____ _____

Print Name: _____ **SHIRLEY BERNSTEIN**

_____

Print Name: _____

STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ___ day of _____, 2008, by SHIRLEY BERNSTEIN.

_____

Signature - Notary Public-State of Florida

[Seal with Commission Expiration Date]

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Print, type or stamp name of Notary Public

Personally Known _____ or Produced Identification _____
Type of Identification Produced _____

F:\WPDATA\drt\Bernstein, Shirley & Simon\2008 Estate Planning\Will of Shirley Bernstein.wpd

Draft

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DESIGNATION OF HEALTH CARE SURROGATE

If I am at any time incapable of making health care decisions for myself, and it is determined pursuant to Section 765.204, Florida Statutes, that I lack the capacity to make care decisions for myself or to provide informed consent, I designate:

Name: Shirley Bernstein
Address: 7020 Lions Head Lane, Boca Raton, FL 33496
Telephone:

to serve as my health care surrogate to make all health care decisions for me, subject to the restrictions, if any, set forth herein and the statutory restrictions on a health care surrogate's powers, until such time as I regain the capacity to make such decisions or provide informed consent myself.

I further designate my health care surrogate as my personal representative under 45 CFR § 164.502(g), a portion of the regulations implementing the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), for all health care-related decisions, whose powers include the presently effective power to receive my protected health information and to authorize the disclosure and use of my protected health information as provided in 45 CFR 164.

By way of example and not in limitation, pursuant to the foregoing grants my health care surrogate may:

- act for me and to make all health care decisions for me in matters during my incapacity, as my surrogate deems to be in my best interest, and to execute on my behalf any documents necessary to implement such health care decisions;
- consult expeditiously with any health care providers to provide informed consent in my best interest, and to make health care decisions which my surrogate believes I would have made under the circumstances if I were capable of making such decisions;
- provide written consent using an appropriate form provided by any health care provider, including a physician's order not to resuscitate;
- request, receive and review any information concerning my mental and physical health, including but not limited to medical and hospital records and other protected health information as defined by HIPAA;
- apply for public and veterans' benefits, such as Medicare and Medicaid, for me and to have access to information regarding my income and assets and banking and financial records to the extent required to make application;
- authorize the release, use and disclosure of records including the protected health

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information described above to appropriate persons as necessary to ensure the continuity of my health care;

- authorize my admission to or transfer from a licensed health care facility; and
- carry out the terms of any living will or declaration made by me.

For purposes of this instrument, "informed consent" means consent voluntarily given, after sufficient explanation and disclosure of the subject matter involved to enable the recipient to have a general understanding of the procedure and the available medically acceptable alternative procedures to make a knowing health care decision without duress or coercion. The term "health care decision" means informed consent, refusal of consent, or withdrawal of consent to health care, and includes the decision to apply for public benefits to defray the cost of health care.

I will furnish an exact copy of this designation to my health care surrogate and my alternate surrogate.

I affirm that this designation is not being made as a condition of treatment or admission to a health care facility.

Signed by Designator on this ____ day of _____, 2008.

DRAFT

WITNESSES:

_____
SIMON L. BERNSTEIN

_____
Address: _____
_____
_____
Tele. #: _____

_____
Address: _____
_____
_____
Tele. #: _____

Note: The person designated as the health care surrogate cannot act as a witness to the execution of this designation. At least one witness must be a person who is neither the spouse nor a blood relative of the person making the designation.

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STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ___ day of _____, 2008, by SIMON L. BERNSTEIN.

_____

Signature - Notary Public-State of Florida

[Seal with Commission Expiration Date]

_____

Print, type or stamp name of Notary Public

Personally Known _____ or Produced Identification _____

Type of Identification Produced _____

Draft

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DESIGNATION OF HEALTH CARE SURROGATE

If I am at any time incapable of making health care decisions for myself, and it is determined pursuant to Section 765.204, Florida Statutes, that I lack the capacity to make care decisions for myself or to provide informed consent, I designate:

Name: Simon L. Bernstein
Address: 7020 Lions Head Lane, Boca Raton, FL 33496
Telephone:

to serve as my health care surrogate to make all health care decisions for me, subject to the restrictions, if any, set forth herein and the statutory restrictions on a health care surrogate's powers, until such time as I regain the capacity to make such decisions or provide informed consent myself.

I further designate my health care surrogate as my personal representative under 45 CFR § 164.502(g), a portion of the regulations implementing the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), for all health care-related decisions, whose powers include the presently effective power to receive my protected health information and to authorize the disclosure and use of my protected health information as provided in 45 CFR 164.

By way of example and not in limitation, pursuant to the foregoing grants my health care surrogate may:

- act for me and to make all health care decisions for me in matters during my incapacity, as my surrogate deems to be in my best interest, and to execute on my behalf any documents necessary to implement such health care decisions;
- consult expeditiously with any health care providers to provide informed consent in my best interest, and to make health care decisions which my surrogate believes I would have made under the circumstances if I were capable of making such decisions;
- provide written consent using an appropriate form provided by any health care provider, including a physician's order not to resuscitate;
- request, receive and review any information concerning my mental and physical health, including but not limited to medical and hospital records and other protected health information as defined by HIPAA;
- apply for public and veterans' benefits, such as Medicare and Medicaid, for me and to have access to information regarding my income and assets and banking and financial records to the extent required to make application;
- authorize the release, use and disclosure of records including the protected health

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information described above to appropriate persons as necessary to ensure the continuity of my health care;

- authorize my admission to or transfer from a licensed health care facility; and
- carry out the terms of any living will or declaration made by me.

For purposes of this instrument, "informed consent" means consent voluntarily given, after sufficient explanation and disclosure of the subject matter involved to enable the recipient to have a general understanding of the procedure and the available medically acceptable alternative procedures to make a knowing health care decision without duress or coercion. The term "health care decision" means informed consent, refusal of consent, or withdrawal of consent to health care, and includes the decision to apply for public benefits to defray the cost of health care.

I will furnish an exact copy of this designation to my health care surrogate and my alternate surrogate.

I affirm that this designation is not being made as a condition of treatment or admission to a health care facility.

Signed by Designator on this ____ day of _____, 2008.

Draft

WITNESSES:

_____
SHIRLEY BERNSTEIN

_____
Address: _____
_____
_____
Tele. #: _____

_____
Address: _____
_____
_____
Tele. #: _____

Note: The person designated as the health care surrogate cannot act as a witness to the execution of this designation. At least one witness must be a person who is neither the spouse nor a blood relative of the person making the designation.

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STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ___ day of _____, 2008, by SHIRLEY BERNSTEIN.

_____

Signature - Notary Public-State of Florida

[Seal with Commission Expiration Date]

_____

Print, type or stamp name of Notary Public

Personally Known _____ or Produced Identification _____

Type of Identification Produced _____

Draft

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LIVING WILL

I, SIMON L. BERNSTEIN, willfully and voluntarily make this declaration on this ____ day of _____, 2008. I recognize that death is natural and is but a phase in the cycle of life. I do not fear death as much as I fear the indignity and futility of deterioration, dependence, and hopeless pain. If there is no reasonable medical expectation of my recovery from a physical or mental disability, I do not wish to be kept alive by artificial means or heroic measures.

Therefore, if my attending or treating physician and another consulting physician determine that there is no reasonable medical probability of my recovery from any of the following conditions, I direct that life-prolonging procedures be withheld or withdrawn when the application of those procedures would serve only to prolong artificially the process of dying, and that I be permitted to die naturally with only the administration of medication or the performance of any medical procedure deemed necessary to provide me with comfort care or to alleviate pain, even if that hastens my death:

(mark desired choices)

_x_ and I have a terminal condition (a condition caused by injury, disease, or illness from which there is no reasonable medical probability of recovery and which, without treatment, can be expected to cause death), or

_x_ and I have an end-stage condition (a condition that is caused by injury, disease, or illness which has resulted in severe and permanent deterioration, indicated by incapacity and complete physical dependency, and for which, to a reasonable degree of medical certainty, treatment of the irreversible condition would be medically ineffective), or

_x_ and I am in a persistent vegetative state (a permanent and irreversible condition of unconsciousness in which there is the absence of voluntary action or cognitive behavior of any kind, and an inability to communicate or interact purposefully with the environment).

In any of the situations described above, I direct that the following medical interventions be considered life-prolonging procedures the application of which would serve only to prolong artificially the process of dying and that I desire to be withheld or withdrawn:

(mark desired choices)

_x_ placement on ventilator or other mechanical devices,

_x_ surgical procedures and blood transfusion, except as needed to prevent or alleviate my suffering,

_x_ placement in an intensive care unit except as an absolute necessity to relieve my suffering,

Printed with FinePrint - purchase at www.fineprint.com

x chemotherapy or radiation therapy, unless there is a substantial medical probability my condition will materially improve from such therapy,

x resuscitation efforts in the event of arrest of my heart or breathing,

x active treatment of a new reversible condition such as newly-discovered cancer, heart attack, or pneumonia, and

x artificial nutrition and hydration (providing food and water through tubes).

In regard to any medical intervention on the foregoing list which has not been marked, I do not desire the withholding of such unmarked intervention.

It is my intention that this declaration be honored by my family and physician as the final expression of my legal right to refuse medical or surgical treatment and to accept the consequences for such refusal. I understand that my wishes may place a heavy burden upon others, and so I make this declaration to assume sole responsibility for my decision and to mitigate any feelings of guilt that my wishes may cause.

I understand the full import of this declaration, and I am emotionally and mentally competent to make this declaration.

Draft

WITNESSES:

_____
SIMON L. BERNSTEIN

_____
Address: _____
_____
_____
Tele. #: _____

_____
Address: _____
_____
_____
Tele. #: _____

STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ___ day of _____, 2008, by SIMON L. BERNSTEIN.

Printed with FinePrint - purchase at www.fineprint.com

Signature - Notary Public-State of Florida

[Seal with Commission Expiration Date]

Print, type or stamp name of Notary Public

Personally Known _____ or Produced Identification _____
Type of Identification Produced _____

Draft

Printed with FinePrint - purchase at www.fineprint.com

LIVING WILL

I, SHIRLEY BERNSTEIN, willfully and voluntarily make this declaration on this ____ day of _____, 2008. I recognize that death is natural and is but a phase in the cycle of life. I do not fear death as much as I fear the indignity and futility of deterioration, dependence, and hopeless pain. If there is no reasonable medical expectation of my recovery from a physical or mental disability, I do not wish to be kept alive by artificial means or heroic measures.

Therefore, if my attending or treating physician and another consulting physician determine that there is no reasonable medical probability of my recovery from any of the following conditions, I direct that life-prolonging procedures be withheld or withdrawn when the application of those procedures would serve only to prolong artificially the process of dying, and that I be permitted to die naturally with only the administration of medication or the performance of any medical procedure deemed necessary to provide me with comfort care or to alleviate pain, even if that hastens my death:

(mark desired choices)

_x_ and I have a terminal condition (a condition caused by injury, disease, or illness from which there is no reasonable medical probability of recovery and which, without treatment, can be expected to cause death), or

_x_ and I have an end-stage condition (a condition that is caused by injury, disease, or illness which has resulted in severe and permanent deterioration, indicated by incapacity and complete physical dependency, and for which, to a reasonable degree of medical certainty, treatment of the irreversible condition would be medically ineffective), or

_x_ and I am in a persistent vegetative state (a permanent and irreversible condition of unconsciousness in which there is the absence of voluntary action or cognitive behavior of any kind, and an inability to communicate or interact purposefully with the environment).

In any of the situations described above, I direct that the following medical interventions be considered life-prolonging procedures the application of which would serve only to prolong artificially the process of dying and that I desire to be withheld or withdrawn:

(mark desired choices)

_x_ placement on ventilator or other mechanical devices,

_x_ surgical procedures and blood transfusion, except as needed to prevent or alleviate my suffering,

_x_ placement in an intensive care unit except as an absolute necessity to relieve my suffering,

Printed with FinePrint - purchase at www.fineprint.com

x chemotherapy or radiation therapy, unless there is a substantial medical probability my condition will materially improve from such therapy,

x resuscitation efforts in the event of arrest of my heart or breathing,

x active treatment of a new reversible condition such as newly-discovered cancer, heart attack, or pneumonia, and

x artificial nutrition and hydration (providing food and water through tubes).

In regard to any medical intervention on the foregoing list which has not been marked, I do not desire the withholding of such unmarked intervention.

It is my intention that this declaration be honored by my family and physician as the final expression of my legal right to refuse medical or surgical treatment and to accept the consequences for such refusal. I understand that my wishes may place a heavy burden upon others, and so I make this declaration to assume sole responsibility for my decision and to mitigate any feelings of guilt that my wishes may cause.

I understand the full import of this declaration, and I am emotionally and mentally competent to make this declaration.

WITNESSES:

_____
SHIRLEY BERNSTEIN

_____
Address: _____
_____
_____
Tele. #: _____

_____
Address: _____
_____
_____
Tele. #: _____

STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ___ day of _____, 2008, by SHIRLEY BERNSTEIN.

Printed with FinePrint - purchase at www.fineprint.com

Signature - Notary Public-State of Florida

[Seal with Commission Expiration Date]

Print, type or stamp name of Notary Public

Personally Known _____ or Produced Identification _____
Type of Identification Produced _____

Draft

Printed with FinePrint - purchase at www.fineprint.com

3/12/08 Si Bernstein & Shirley c/w

Fund Foundation
- S Corp. issue

House - JT
Condo - Move to Shirley's name

Business:

- Voting Trust for Ted & Si w/ Bell as an addl'l successor T/ee
- Buy - Sell for Ted
- If Ted predeceases Si, his shares go to Ted's kids & Bill.

Bill/Ted - discuss w/ Ted

Shirley's doc. - leave $100,000 to Matt (Ted's stepson)

Bernstein 3/12/08

Foundation
- Directors
  - Dr. Seth Baum
  - Jill Iantoni
  - Traci Kratsch
  - Si & Shirley
  - Alexandra Bernstein
- Si & Shirley to Fund w/ $125k
- "S" Corp to Foundation ??
  - Research
  - Si was thinking 3%
- * Binder after we receive favorable determination letter

Condo
- Transfer to Shirley's Rev Trust

LLLP
- Ted & Pam out for gifting purposes

Corporation
- Voting Trust - Bill as Successor Voting Trustee
- Ted Predecesses →
- Buy-Sell - Bum

* Bill taken care of at Si's Death

Matthew Logan

- $1 ~~[illegible]~~ Specific Gift in Trust

$ 900K

Fiduciaries

- Succession Trustees
  Ted For Samuel
- Bill For Si

* No Spouses

1/31/08

Bernstein

- Buy-Sell @ Si's Death (Redemption or Cross Purchase)
  - Value is $10 M

- Voting Trust
  - 33 : 45 Shares Subject of Trust

- Si : Shirley Estate Planning (Asset Protection)
  - LLCP for Si
  - Delaware Asset Protection Trust

- Homes
  - Look into Titling on the Properties

1/31/08 Bernstein, Li & Shirley c/w Li, Ted
RLS, DRT

yes — Simple buy-sell:
Ted to have power to buy Li's
shares (1/3) for $ X
Terms
- 1st redemption
- 2d Ted buyout
- 303
- 6166

NO — GRAT

yes — Voting Trust

yes — Asset Protection
Delaware Asset Protection Trust

yes — FLP

Steve Greenwald

Bernstein 12/19/07

- Sale of SJ's Share to An IDYT for Ted
  - 21 Shares
- 12 Shares to Foundation.
- Ted & SJ to Agree to

12/19/07 Bernstein

Sy

Shares = 33%

Sell x % to trust
put % NIMCRUT

Sell but one voting share

Trusts for other kids

grantor trust

option to buy/purchase shares

cap. the price @ estate tax values

Ted

Lisa
Jill
Elliot
Pam
Ted

—
—
—
Fndn

Non voting shares only

7% - Lisa Trust
7% - Jill Trust
7% - Elliot Trust
12% Foundation/CRT ??

Seymour

Sy Bernstein

11187.001

Lewin, Lyst
Tod B. Sy. B.
Dmt
11/18/07

- Shirley Taken Care of } Patty Becker to Receive Sharp Interest
- IP its For Kids
- Freeze Value of Stock
- New GC Trusts
- $ 30M in 2008

- 250K Life Ins.
- 250K Additional

Assets

$ - 2.5 M Joint
$ - 2.5 M Sy
$ - 1.0 M Sy
Home - 2.0 M Joint
Cash - 1.0 M Shirley
Misc - 2.0 M
LLC -

Planning Memo To Sy.

- Charitable Planning Head of Cancer @ Mt. Sinai.
  - $ 150K/yr - Life
  - $ 2 M - Death
- Boca Community Hospital

11/14/07

Sy & Shirley Bernstein $ 10,000,000+ the company

Pam
- Lisa
- Jill
- Elliott 3
- Ted - 3

S/H Agreement - Book value buy-out

2.5 M Joint brokerage a/c
2.5 M Sy
1.0 M Sy
3.0 M House J/T
<1.0 M MTG
1.0 M net Contra - Shirley? - The Aragon
2.0 M misc
2.0 M Life ins.
5.0 M 33 Sh. of Co.

- CLAT? Mt. Sinai - M.B.
Boca Raton Community Hosp.

- Patricia Becker - wants to provide for her

Bernstein, Simon & Shirley 11187.004
Bernstein Family Realty, LLC

PROMISSORY NOTE

$365,000.00

Effective as of July 1, 2008
Ashville, North Carolina

For value received, the undersigned promises to pay to the order of SIMON L. BERNSTEIN the principal sum of Three Hundred Sixty Five Thousand ($365,000.00) Dollars, together with all interest thereon from the date hereof, to be paid in lawful money of the United States of America. Interest payments under this Note shall be calculated using the long-term Applicable Federal Rate for July 2008 of four and 55/100 (4.55%) percent, compounded semi-annually, and payable on each anniversary of this Note. Interest payments shall commence one year from the date hereof and shall be paid annually on the same date each year thereafter. The entire principal balance, and all accrued but unpaid interest, shall be due on the earlier of fifteen (15) years from the date hereof, or the death of SIMON L. BERNSTEIN.

This Note may be prepaid in whole or in part at anytime without penalty; provided that any partial prepayment shall be applied first to accrued interest and then to principal. This Note is secured by a Second Mortgage of even date herewith. Upon a default in the payment of this Note of principal and/or interest or in the performance of any of the terms of said Mortgage, and if such default shall remain uncured for thirty (30) days after written notice thereof has been given to Maker, then, at the option of the holder, the entire principal sum remaining unpaid, together with accrued interest, shall become immediately due and payable without further notice. This Note, while in default, shall accrue interest at the highest lawful rate of interest permitted by law. This Note shall be governed by the laws of the State of Florida.

All makers, endorsers, and/or guarantors now or hereafter becoming parties hereto jointly and severally waive presentment, demand, protest, notices of nonpayment, dishonor, and protest and all notices of every kind, and jointly and severally agree that in the event of default in the payment of any principal or interest due hereunder, which shall continue for a period of fifteen (15) days, or upon the occurrence of any other event deemed a default hereunder or any instrument or document securing the payment of this Note, the unpaid indebtedness, together with all accrued interest, shall thereupon, at the option of the holder, become immediately due and payable.

All makers, endorsers and/or guarantors now or hereafter becoming parties hereto jointly and severally agree, if this Note becomes in default and is placed in the hands of an attorney for collection, to pay the costs of collection, including reasonable attorneys' and accountants' fees, and similar costs in the event of appellate review, whether by appeal, certiorari, or other appellate remedies.

No single or partial exercise of any power hereunder shall preclude other or further exercises thereof or the exercise of any other power. No delay or omission on the part of the holder hereof in exercising any right hereunder shall operate as a waiver of such right or of any right under this Note. The release of any party liable for this Note shall not operate to release any other party liable hereon.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed at Ashville, North Carolina, effective as of the day and year first above written.

BERNSTEIN FAMILY REALTY, LLC, a Florida limited liability company

By: _____
SIMON BERNSTEIN, Manager

AFFIDAVIT OF OUT-OF STATE EXECUTION AND DELIVERY

STATE OF FLORIDA

COUNTY OF PALM BEACH

Before me this day personally appeared SIMON L. BERNSTEIN ("Affiant"), Manager of BERNSTEIN FAMILY REALTY, LLC, a Florida limited liability company (the "Company"), who being first duly sworn by me, deposes and says:

1. That Affiant is the Manager of the Company;

2. That on July 3, 2008, Affiant, on behalf of the Company, executed in the State of North Carolina that certain promissory note payable to SIMON L. BERNSTEIN in the original principal amount of Three Hundred Sixty Five Thousand ($365,000.00) Dollars (the "Promissory Note"); and

3. That Affiant delivered the Promissory Note directly to SIMON L. BERNSTEIN at Ashville, North Carolina for delivery and acceptance.

FURTHER AFFIANT SAYETH NOT.

SIMON L. BERNSTEIN

The foregoing instrument was acknowledged before me this 8th day of July, 2008, by SIMON L. BERNSTEIN, Manager of the Company.

NOTARY PUBLIC-STATE OF FLORIDA
Diana Banks
Commission # DD770917
Expires: MAY 11, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

Signature - Notary Public

[Seal with Commission Expiration Date]

Diana Banks

Print, type or stamp name of Notary Public

Personally Known ✓ or Produced Identification _____

Type of Identification Produced _____

CFN 20080327651
OR BK 22841 PG 1818
RECORDED 09/04/2008 14:10:25
Palm Beach County, Florida
AMT 365,000.00
Deed Doc 1,277.50
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1818 - 1820; (3pgs)

This Instrument prepared by:

Robert L. Spallina, Esq.
Tescher & Spallina, P.A.
2101 Corporate Boulevard, Suite 107
Boca Raton, FL 33431
(561) 998-7847

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS $365,000.00, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS SECOND MORTGAGE.

SECOND MORTGAGE

THIS SECOND MORTGAGE is made and executed the 8th day of July, 2008, by SIMON L. BERNSTEIN, whose address is 7020 Lions Head Lane, Boca Raton, Florida 33496, hereinafter referred to as the "Mortgagee"(which term shall include the Mortgagee's heirs, successors and assigns), to BERNSTEIN FAMILY REALTY, LLC, a Florida limited liability company whose post office address is 950 Peninsula Corporate Circle, Suite 3010, Boca Raton, Florida 33487, hereinafter referred to as the "Mortgagor" (which term shall include the Mortgagor's heirs, successors and assigns).

WITNESSETH, for good and valuable considerations, and in consideration of the aggregate sum in that certain promissory note of even date herewith (hereinafter referred to as the "Note"), Mortgagor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Mortgagee, in fee simple, that certain property of which Mortgagor is now seized and possessed situate in Palm Beach County, State of Florida, legally described as follows, including all improvements now or hereafter placed thereon, which property and improvements are hereinafter referred to collectively as the "Property":

> Lot 68, Block G, BOCA MADERA UNIT 2, according to the Plat thereof, recorded in Plat Book 32, Pages 59 and 60, of the Public Records of Palm Beach County, Florida.

TO HAVE AND TO HOLD the Property, together with the tenements, hereditaments and appurtenances thereof, unto Mortgagee in fee simple.

AND Mortgagor hereby covenants with Mortgagee that Mortgagor is indefeasibly seized of the Property in fee simple, that Mortgagor has full power and lawful right to convey the Property to Mortgagee in fee simple, that it shall be lawful for Mortgagee at all times peaceably and quietly to enter upon, hold, occupy and enjoy the Property, that the Property is free from all encumbrances, that Mortgagor will make such further assurance to perfect the fee simple title to the Property in Mortgagee as may reasonably be required, and that Mortgagor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS, that if Mortgagor shall pay unto Mortgagee the Note, of which the following in words and figures is a true copy:

See Attached Exhibit "A"

and shall perform, comply with and abide by all of the conditions and covenants of the Note and of this Second Mortgage, then this Second Mortgage and the estate thereby created shall cease and be null and void.

AND Mortgagor hereby covenants and agrees as follows:

1. To pay all the principal and interest and other sums of money payable under the Note and this Second Mortgage, or either of them, promptly on the days the same severally become due and any other Note or Second Mortgage securing the property described herein.

2. To pay all the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on the Property, and if the same be not promptly paid, Mortgagee may at any time pay the same without waiving or affecting the option to foreclose or any right hereunder, and every payment so made shall bear interest from the date thereof at the rate of eighteen (18%) percent per annum. Mortgagor shall pay the annual real estate taxes no later than November 30th of each year and shall send Mortgagee proof of payment no later than December 31st of said year.

3. To pay all and singular the costs, charges and expenses, including reasonable attorney's fees, incurred or paid at any time by Mortgagee because of the failure on the part of Mortgagor to perform each and every covenant of the Note and this Second Mortgage, or either of them, and every such payment shall bear interest from the date of payment by Mortgagee at the rate of eighteen (18%) percent per annum.

4. To keep the Property insured in a sum not less than the greater of (a) $365,000 or (b) the maximum insurable value of the improvements thereon, in a company or companies to be approved by Mortgagee, which policy or policies shall be held by and shall be payable to Mortgagee, and in the event any sum of money becomes payable under such policy or policies, Mortgagee shall have the option to receive and apply the same on account of the indebtedness hereby secured or to permit the Mortgagor to receive and use it or any part thereof for other purposes, without thereby waiving or impairing any equity, lien or right under or by virtue of this Second Mortgage, and may place and pay for such insurance or any part thereof without waiving or affecting the option to foreclose or any right hereunder, and each and every such payment shall bear interest from the date of payment by Mortgagee at the rate of ten (10%) percent per annum.

5. To permit, commit or suffer no waste, impairment or deterioration of the Property or any part thereof.

6. To perform, comply with, and abide by each and every condition and covenant set forth in the Note and in this Second Mortgage.

7. If any of said sums of money herein referred to be not promptly and fully paid within ten (10) days after the same severally become due and payable, or if each and every one of the conditions

and covenants of the Note and this Second Mortgage, or either of them, are not fully performed, the aggregate sum due under the Note shall become due and payable forthwith or thereafter at the option of the Mortgagee, as fully and completely as if the said aggregate sum of $365,000 were originally stipulated to be paid on such day, anything in the Note or this Second Mortgage to the contrary notwithstanding. In addition to the above provisions, any payments made more than fifteen (15) days after their due date shall be subject to an automatic late charge of ten (10%) percent of the amount of said payment.

8. If all or any part of the described property or any legal or equitable interest therein is sold, transferred or encumbered by Mortgagor, excluding a transfer by devise, descent or by operation of law upon the death of Mortgagor, Mortgagee may, at Mortgagee's sole option, declare all the sums secured by this Second Mortgage to be immediately due and payable.

9. In the event Mortgagee finds it necessary to bring suit against Mortgagor due to an alleged default by Mortgagor hereunder, and Mortgagee prevails in said litigation, Mortgagee shall be entitled to recover from Mortgagor any and all costs and reasonable attorney's fees incurred by Mortgagee in said litigation.

IN WITNESS WHEREOF, the Mortgagor has caused these presents to be executed in its name, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, Sealed & Delivered

in the presence of:

Jaclyn Johnson
(Print Name)

Juliana Goldman
(Print Name)

BERNSTEIN FAMILY REALTY, LLC a Florida limited liability company

By: _____
SIMON L. BERNSTEIN, Manager

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 8th day of July, 2008, by SIMON L. BERNSTEIN, Manager for BERNSTEIN FAMILY REALTY, LLC.

NOTARY PUBLIC-STATE OF FLORIDA
Diana Banks
Commission # DD770917
Expires: MAY 11, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

_____
Signature of Notary Public

_____
(Print, type or Stamp Commissioned Name of Notary Public)
Personally Known ✓ or Produced Identification _____
Type of Identification Produced _____

JC 159

CFN 20120143493
OR BK 25132 PG 1051
RECORDED 04/12/2012 09:21:00
Palm Beach County, Florida
Sharon R. Bock,CLERK & COMPTROLLER
Pgs 1051 - 1054; (4pgs)

Prepared by and return to:

John M. Cappeller, Jr.
Cappeller Law
John M. Cappeller, Jr.
350 Camino Gardens Blvd., Suite 303
Boca Raton, FL 33432

This Document is the property of the Palm Beach County Clerk of the Circuit Court

AMENDMENT TO MORTGAGE AND PROMISSORY NOTE

This AMENDMENT TO MORTGAGE AND PROMISSORY NOTE (this "Amendment") is entered into effective the 15 day of February, 2012, among **BERNSTEIN FAMILY REALTY, LLC**, a Florida limited liability company, having an address at 950 Peninsula Corporate Circle, Suite 3010, Boca Raton, FL 33487 (the "Mortgagor"), and **WALTER E. SAHM and PATRICIA SAHM**, having an address at 8230 SE 177th Winterthru Loop, The Villages, FL 32162 ("Mortgagee").

WITNESSETH

WHEREAS, Mortgagee granted Mortgagor a purchase money mortgage in the amount of $110,000.00, evidenced by that certain Promissory Note dated June 20, 2008, (the "Promissory Note"); and

WHEREAS, the Promissory Note is secured, inter alia, by that certain Mortgage dated June 20, 2008 from Mortgagor in favor of Mortgagee, recorded on June 26, 2008 in Official Records Book 22723, Page 691, of the Public Records of Palm Beach County, Florida (the "Mortgage"); and

WHEREAS, Mortgagor has asked Mortgagee to extend the term of the Mortgage and the Promissory Note (the "Amendment"); and

WHEREAS, to document the Amendment, Mortgagor is executing and delivering to Mortgagee this Amendment to Mortgage and Promissory Note;

DOCUMENTARY STAMP TAXES AND INTANGIBLE TAXES ON THE ORIGINAL INDEBTEDNESS OF $110,000.00 WERE PAID IN FULL UPON THE RECORDING OF THE MORTGAGE AND SECURITY AGREEMENT DATED JUNE 20, 2008 AND RECORDED ON JUNE 26, 2008 IN OFFICIAL RECORDS BOOK 22723 PAGE 691, IN THE PUBLIC RECORDS OF PALM BEACH, FLORIDA.

NOW THEREFORE, in consideration of the foregoing premises and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Amendment to Mortgage and Promissory Note. Effective June 19, 2011, the parties hereto amend the Mortgage and Promissory Note to provide that by agreement the date on which all principal is due and payable is hereby extended to June 19, 2014. Annual payments of interest only at the rate of 3.5% per annum shall continue to be due on the anniversary date of the Promissory Note until June 19, 2014 when all unpaid principal and accrued interest shall be due and payable in full.

2. Confirmation and Ratification. Mortgagor hereby ratifies and confirms all its obligations set forth in the Mortgage and Promissory Note. Mortgagor hereby certifies to Mortgagee that no event of default has occurred under such documents, nor any event which, with the giving of notice or the passage of time or both, would constitute such an event of default. Mortgagor hereby represents and warrants to Mortgagee that Mortgagor has no defense or offsets against the payment of any amounts due, or the performance of any obligations required by, the Loan Documents.

3. Miscellaneous.

(a) Except as expressly amended herein, the Mortgage and Promissory Note remain in full force and effect.

(b) This Amendment may be executed in multiple counterparts each of which, when taken together, shall constitute one and the same instrument.

(c) In the event of any inconsistency between the terms contained herein, and the provisions of Mortgage and Promissory Note, the terms of this Amendment shall govern.

(d) The individual executing this document hereby certifies that he has authority to engage in and execute this Amendment to Mortgage and Promissory Note.

SEE EXECUTION BLOCK ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

WITNESSES:

Print Name: Diana Banks

Print Name: Shari Dunham

MORTGAGOR:

BERNSTEIN FAMILY REALTY, LLC,
a Florida limited liability company

By: _____
Simon Bernstein, Manager

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 15th day of February, 2012, by Simon Bernstein, as Manager of Bernstein Family Realty, LLC, a Florida limited liability company. He ✓ is personally known to me or ____ has produced a driver's license as identification.

(Seal)

Notary Public, State of Florida
Name: Kelly Michele Buchanan
Commission Expires: 7-1-2015
Commission No.: EE 86156

KELLY MICHELLE BUCHANAN
MY COMMISSION # EE86156
EXPIRES: July 01, 2015
1-800-3-NOTARY Fl. Notary Discount Assns. Co.

WITNESSES:

Print Name: Angela M. Lawrence

Print Name: Lisa Dianne Eppert

MORTGAGEE:

Walter E. Sahm

Patricia Sahm

This is a certified copy

STATE OF FLORIDA
COUNTY OF SUMPTER

The foregoing instrument was acknowledged before me this 31 day of March, 2012 by Walter E. Sahm and Patricia Sahm. They ___ are personally known to me or ✓ have produced driver's licenses as identification.

(Seal)

ANGELA M. LAWRENCE
Notary Public, State of Florida
Commission# DD977258
My comm. expires April 3, 2014

Notary Public, State of Florida
Name: Angela M. Lawrence
Commission Expires: April 3, 2014
Commission No.: DD977258

CFN 20080241511
OR BK 22723 PG 0691
RECORDED 06/26/2008 09:06:17
Palm Beach County, Florida
AMT 110,000.00
Deed Doc 385.00
Intang 220.00
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0691 - 694; (4pgs)

Prepared by and return to:
John M. Cappeller, Jr.
Florida Title & Closing Co.
350 Camino Gardens Blvd. Suite 303
Boca Raton, FL 33432
561-392-3636
File Number: FT08-087Will Call No.: 159

[Space Above This Line For Recording Data]

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS $110,000.00, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

MORTGAGE

This Indenture, Made this **June 20, 2008** by and between **Bernstein Family Realty, LLC, a Florida limited liability company** whose address is **950 Peninsula Corporate Circle, Suite 3010, Boca Raton, FL 33431**, hereinafter called the Mortgagor, and **Walter E. Sahm and Patricia Sahm, his wife** whose address is **8230 SE 177th Winterthru Loop, The Villages, FL 32162**, hereinafter called the Mortgagee:

The terms "Mortgagor" and "Mortgagee" shall include heirs, personal representatives, successors, legal representatives and assigns, and shall denote the singular and/or the plural, and the masculine and/or the feminine and natural and/or artificial persons, whenever and wherever the context so admits or requires.

Witnesseth, that the said Mortgagor, for and in consideration of the aggregate sum named in the promissory note, a copy of which is attached hereto and made a part hereof, the receipt of which is hereby acknowledged, does grant, bargain and sell to the said Mortgagee, his successors and assigns, in fee simple, the following described land, situate, lying and being in **Palm Beach County, Florida**, to-wit:

Lot 68, Block G, BOCA MADERA UNIT 2, according to the Plat thereof, recorded in Plat Book 32, Pages 59 AND 60, of the Public Records of Palm Beach County, Florida.

And the said Mortgagor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

Provided always, that if said Mortgagor, his successors or assigns, shall pay unto the said Mortgagee, his successors or assigns, that certain promissory note, of which a true and correct copy is attached, and Mortgagor shall perform, comply with and abide by each and every stipulation, agreement, condition and covenant of said promissory note and of this mortgage, and shall duly pay all taxes, all insurance premiums reasonably required, all costs and expenses including reasonable attorneys fees that Mortgagee may incur in collecting money secured by this mortgage, and also in enforcing this mortgage by suit or otherwise, then this mortgage and the estate hereby created shall cease and be null and void.

Mortgagor hereby covenants and agrees:

1. To pay the principal and interest and other sums of money payable by virtue of said promissory note and this mortgage, or either, promptly on the days respectively the same severally come due.

2. To keep the buildings now or hereafter on the land insured for fire and extended coverage in a sum at least equal to the amount owed on the above described promissory note, and name the Mortgagee as loss payees, and to furnish Mortgagee with a copy of all current policies. If Mortgagor does not provide Mortgagee with copies of the policies showing Mortgagee as loss payees after 14 days written demand by Mortgagee, then Mortgagee may purchase such insurance and

Initials: _____
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shall add any payments made for such policy to the principal balance owed on the mortgage, and such payments shall accrue interest at the maximum rate of interest allowed by law. In the event any sum of money becomes payable under such policy, Mortgagee, his legal representatives or assigns, shall have the option to receive and apply the same on account of the indebtedness hereby secured or to permit Mortgagor to receive and use it or any part thereof for repair or replacement, without hereby waiving or impairing any equity, lien or right under or by virtue of this mortgage. In the event of loss Mortgagor shall give immediate notice to Mortgagee.

3. To permit, commit or suffer no waste, impairment or deterioration of the property, or any part thereof.

4. To permit no other lien or mortgage to be placed ahead of this mortgage.

5. Mortgagor shall provide proof of payment of annual real estate taxes by March 15, for the preceding years taxes. In the event that Mortgagor does not pay the taxes by such date, the Mortgagee may pay the taxes and the full amount of such payment by Mortgagee shall be added to the principal balance owed on the mortgage, and shall accrue interest at the maximum rate allowed by law.

6. The Mortgagee may, at any time pending a suit upon this mortgage, apply to the court having jurisdiction thereof for the appointment of a receiver, and such court shall forthwith appoint a receiver, and such receiver shall have all the broad and effective functions and powers in anywise entrusted by a court to a receiver, and such appointment shall be made by such court as an admitted equity and a matter of absolute right to said Mortgagee. The rents, profits, income, issues, and revenues shall be applied by such receiver according to the lien of this mortgage.

7. If any of the sums of money due and owing to Mortgagee under the terms of the promissory note and this mortgage, including but not limited to any advance made by Mortgagee for the payment of insurance or taxes, are not paid within 15 days after the same become due and payable, or if each of the stipulations, agreements, conditions and covenants of the promissory note and this mortgage, or either, are not fully performed or complied with the aggregate sum owed on the promissory note shall become due and payable forthwith or thereafter at the option of Mortgagee, his successors, legal representatives, or assigns.

This mortgage and the note hereby secured shall be construed and enforced according to the laws of the State of Florida.

The principal sum secured hereby, along with any interest to be paid in accordance with the terms of the note secured hereby, shall immediately become due and payable without notice, if a transfer of title to the premises by sale or otherwise is made without the Mortgagee's written consent, while this mortgage remains a lien thereon, at the option of Mortgagee, his successors, legal representatives, or assigns.

Executed at **Palm Beach County**, **Florida** on the date written above.

Signed, sealed and delivered in the presence of:

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS $110,000.00, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

Witness Name: CYNTHIA FLYNN

Witness Name: LINDA HARRELL

Bernstein Family Realty, LLC, a Florida limited liability company

By: _____
Simon Bernstein, Manager

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me this 20th day of June, 2008 by Simon Bernstein of Bernstein Family Realty, LLC on behalf of the corporation. He/she [ ] is personally known to me or [X] has produced a driver's license as identification.

[Notary Seal]

Notary Public

Printed Name: CYNTHIA FLYNN

My Commission Expires:

CYNTHIA FLYNN
MY COMMISSION # DD 778706
EXPIRES: May 25, 2012
Bonded Thru Budget Notary Services

This is not a certified copy

COPY

PROMISSORY NOTE

$110,000.00

June 20, 2008
Boca Raton, Palm Beach County, Florida

FOR VALUE RECEIVED, the undersigned promise to pay to the order of **Walter E. Sahm and Patricia Sahm, his wife** at **8230 SE 177th Winterthru Loop, The Villages, FL 32162** or at such other address as may be indicated in writing, in the manner hereinafter specified, the principal sum of **One Hundred Ten Thousand and 00/100 Dollars ($110,000.00)** with interest from the date hereof, at the rate of **Six and One Half** percent **(6.5%)** per annum on the balance from time to time remaining unpaid. The said principal and interest shall be payable in lawful money of the United States of America, on the date and in the following manner:

The sum of **$7,150.00** representing a payment of interest only shall be due and payable on **June 19, 2009**, and on **June 19, 2010**, and on **June 19, 2011** at which time all unpaid principal and accrued but unpaid interest shall be due and payable in full.

All payments shall be first applied to late charges, if any, then to the payment of accrued interest, and the balance remaining, if any, shall be applied to the payment of the principal sum.

This note may be prepaid, in whole or in part, without penalty, at any time prior to maturity.

This note with interest is secured by a purchase money mortgage, of even date herewith, the terms of which are incorporated herein by reference, made by the makers hereof in favor of the said payee, is given as part of the purchase price of the real property described in the mortgage, and shall be construed and enforced according to the laws of the State of Florida.

If default be made in the payment of any installment under this note, and if such default is not made good within 15 days, the entire principal sum and accrued interest shall at once become due and payable without notice at the option of the holder of this Note. Failure to exercise this option shall not constitute a waiver of the right to exercise the same at a later time for the same default or for any subsequent default. Any payment not received within 10 days of the due date shall include a late charge of 5% of the payment due. In the event of default in the payment of this note, interest shall accrue at the highest rate permitted by law, and if the same is placed in the hands of any attorney for collection, the undersigned hereby agree to pay all costs of collection, including a reasonable attorneys' fee.

Makers waive demand, presentment for payment, protest, and notice of nonpayment and dishonor.

Bernstein Family Realty, LLC,
a Florida limited liability company

By: _____
Simon Bernstein -Borrower, Manager

(Corporate Seal)

The state documentary tax due on this Note has been paid on the Mortgage securing this indebtedness.

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CFN 20080241510
OR BK 22723 PG 0689
RECORDED 06/26/2008 09:06:17
Palm Beach County, Florida
AMT 360,000.00
Doc Stamp 2,520.00
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0689 - 690; (2pgs)

Prepared by and return to:
John M. Cappeller, Jr.

Florida Title & Closing Co.
350 Camino Gardens Blvd. Suite 303
Boca Raton, FL 33432
561-392-3636
File Number: **FT08-087**
Will Call No.: **159**

Parcel Identification No. **06-42-47-10-02-007-0680**

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 18th day of **June, 2008** between **Walter E. Sahm and Patricia Sahm, his wife** whose post office address is **8230 SE 177th Winterthur Loop, The Villages, FL 32162** of the County of **Marion**, State of **Florida**, grantor*, and **Bernstein Family Realty, LLC, a Florida limited liability company** whose post office address is **950 Peninsula Corporate Circle, Suite 3010, Boca Raton, FL 33431** of the County of **Palm Beach**, State of **Florida**, grantee*,

Witnesseth that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Palm Beach County, Florida**, to-wit:

Lot 68, Block G, BOCA MADERA UNIT 2, according to the Plat thereof, recorded in Plat Book 32, Pages 59 AND 60, of the Public Records of Palm Beach County, Florida.

Subject to restrictions, reservations and easements of record and taxes for the year 2008 and thereafter

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

This is not a certified copy

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In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name: Angela M Lawrence

Witness Name: Rooney Sumter

x Walter E Sahm (Seal)
Walter E. Sahm

x Patricia A. Sahm (Seal)
Patricia Sahm

State of Florida
County of Sumter

The foregoing instrument was acknowledged before me this 18 day of June, 2008 by Walter E. Sahm and Patricia Sahm, who [ ] are personally known or [X] have produced a driver's license as identification.

[Notary Seal]

KELLY WILKINS
MY COMMISSION # DD774184
EXPIRES: April 21, 2012
Bonded Thru Notary Public Underwriters

Notary Public

Printed Name: Kelly Wilkins

My Commission Expires: 4-21-12

This is not a certified copy

8.50 Short.

Sharon R. Bock
Clerk & Comptroller
205 North Dixie Highway
West Palm Beach, Florida
Main Office Recording
561-355-2992

DATE:08/18/2008
TIME:09:56:18 AM
RECEIPT:-322572

BERNSTEIN FAMILY REALTY LLC(E)
REF: $738.50 SHORT REC FEE & INTAN

ITEM -01 MTG 12:00:00 AM
FILE: BK/PG:0 0000/0000

RECORDING FEE		27.00
MTG DOC TAX		1,277.50
INTANGIBLE TAX		730.00
ABSTRACT FEE		0.60
Sub. Total	2,035.10	

3

AMOUNT DUE: $2,035.10
TOTAL PAID: $1,296.60

REC BY:TSWARD
DEPUTY CLERK

SHARON R. BOCK
Clerk & Comptroller
Palm Beach County

561-998-7847 ROBERT

RETURN NUMBER -322572

Employee's Initials TSW Date 8/18

Dear Recording Department Customer:

Your documents are being returned due to the following reason(s) -

FINANCIAL:

8-20 S/N CINDY WILL SEND PLEASE MAIL BACK

____ CHECK NOT ENCLOSED / CHECK NOT SIGNED (*Circle One*)
____ UNABLE TO ACCEPT STARTER CHECK
____ CHECK IS STALE DATED (over 180 days old)
____ MAKE PAYABLE TO: SHARON R. BOCK, CLERK & COMPTROLLER
✓ WRITTEN AMOUNT DOES NOT MATCH NUMERIC AMOUNT
____ ADDITIONAL MONIES DUE FOR:

If you are exempt from tangible tax then you will be $8.50 SHORT.

$738.50 Short

✓ RECORDING FEE
__ ABSTRACT FEE
__ STATE DOCUMENTARY STAMPS
__ INDEX FEE
__ LOOKUP FEE (SEARCH)
✓ STATE INTANGIBLE TAX

OTHER:

____ UNABLE TO ACCEPT A FLORIDA DEATH CERTIFICATE WITH CAUSE OF DEATH (See attached Notice)
____ UNABLE TO ACCEPT COPIES OR MODIFICATION TO CERTIFIED COPIES
____ TWO WITNESSES REQUIRED ON DEED
____ GRANTEE'S ADDRESS MISSING ON DEED
____ LEGAL DESCRIPTION MISSING
____ ORIGINAL SIGNATURE MISSING
____ MISSING REQUIRED NOTARY PER FLORIDA STATUTE 695.26
____ DOCUMENT NOT ENCLOSED
____ SELF-ADDRESSED POSTAGE PAID ENVELOPE NOT ENCLOSED
____ SUBMITTED TO INCORRECT COUNTY

COMMENTS:

"PLEASE RETURN THIS SLIP WITH DOCUMENT(S) AFTER MAKING CORRECTIONS"

RETURN DOCUMENT(S) TO:
Clerk & Comptroller, Palm Beach County
Recording Department
205 N. Dixie Hwy. Room 4.25
P.O. Box 4177
West Palm Beach, FL. 33402
(561) 355-2991

PLEASE SEE REVERSE SIDE FOR RECORDING FEE INFORMATION

Revised 06/30/2008

SHARON R. BOCK
Clerk & Comptroller
Palm Beach County

DOCUMENT RECORDING FEES AND SERVICE CHARGE(S) PER DOCUMENT

1st page or fraction	$10.00
Each additional page or fraction	$ 8.50
Copy - per page	$ 1.00
Certification - per document	$ 2.00

ABSTRACT FEE: Required for all documents involving real estate. (Per document)

1st land description	$0.60
2nd land description	$0.60
Each land description after the first two	$0.20

SEARCH FEE: (per document) *$ 2.00

This fee is due when only a book/page is given and the land is not described in the document. The abstract fee is also due when there is a search fee.

INDEX FEE: (per document)

Count all names listed as 1st and 2nd parties. Recording fees include the indexing of up to 4 names. Remit $1.00 per name for each additional name after the first 4.

Recording Fee Examples:

For a Conveyance:

1 Page document	$10.00
1 legal - Abstract fee	$ 0.60
Minimum Stamp	$ 0.70
Total	$11.30

+ any applicable state taxes

For an Assignment:

2 Page document	$18.50
1 legal - Abstract fee	$ 0.60
*1 Search fee	$ 2.00
Total:	$21.10

*If land description not shown on document

STATE TAX INFORMATION

CONVEYANCES:

STATE DOCUMENTARY STAMPS are required on all Deeds: .70¢ for each $100 or fraction. Corrective deeds or no consideration deeds require a .70¢ State Documentary Stamp.

EXAMPLE: To calculate Doc Stamps for a Sale/Transfer Price of $125,587, round up to the nearest 100, and use the following formula: [125,600 ÷ 100 x .7 = 879.20] $879.20 is the State Doc Stamp amount for conveyance of beneficial interest in real property.

STATE DOCUMENTARY STAMPS, as well as INTANGIBLE TAX, are required for any Agreement for Deed or Contract for Deed. The base is the amount of the agreement, less any down payment paid. The remainder is calculated the same as a mortgage.

FINANCIAL OBLIGATIONS:

STATE DOCUMENTARY STAMPS are required on all obligations to pay money - .35¢ for each $100 or fraction.

STATE DOCUMENTARY STAMPS are required on all Assumption of Mortgages- .35¢ for each $100 or fraction.

EXAMPLE: To calculate Doc Stamps for an obligation amount of $89,743, round up to the nearest 100, and use the following formula: [89,800 ÷ 100 x .35 = 314.3] $314.40 is the State Doc Stamp amount for financial obligations.

INTANGIBLE TAX is required on obligations to pay money involving real estate. The rate is .002 for each $1 consideration.

EXAMPLE: For a Sale/Transfer amount of $125,587.00 [125,587 x .002 = 251.17] $251.17 is the Intangible Tax amount.

For more information regarding State Documentary Stamps or Intangible Tax, please contact the Department of Revenue at (800)352-3671, or you may visit their website: http://dor.myflorida.com/dor/

COMERICA BANK
WIRE TRANSFER FAX NOTIFICATION

DOMESTIC CREDIT ADVICE

FLORIDA TITLE AND CLOSING COMPANY
CO JOHN M CAPPELLER JR PA
350 CAMINO GARDENS BLVD STE303
BOCA RATON, FL 33432

Fax Date	06/20/2008
Transfer Date	06/20/2008
Account	1811038387
Seq #	080620003519
Amount	$217,233.00
Fed Ref	000712

Sending Bank	061003415 SILVERTON BK, N.A.
Receiving Bank	067012099 COMERICA BANK
Beneficiary	ACCT-1811038387 FLORIDA TITLE & CLOSING COMPANY ESC 350 CAMINO GARDENS BLVD # 303 BOCA RATON, FL 33432
Originator	ACCT-xxxxxx2657 BERNSTEIN FAMILY REALTY LLC 950 PENINSULA CORPORATE CIRCLE SUITE 3010 BOCA RATON, FL 33487
Originator's Bank	ABA-067015999 LEGACY BANK OF FLORIDA
Amount	$217,233.00
Acceptance Timestamp	06/20/2008 11:32
OMAD Fields	20080620F6QC949C00001006201132FT01
IMAD	20080620F1B7281C000712

FT08-069

THIS TRANSFER IS SUBJECT TO APPLICABLE FEES AND THE TERMS AND CONDITIONS OF THE 'FUNDS TRANSFER AUTHORIZATION AND AGREEMENT'.

PLEASE DIRECT INQUIRIES TO COMERICA INVESTIGATIONS AT 1-800-643-4421
PRESS OPTION 3 AND REFER TO THE WIRE SEQ #

HUD-1
A. Settlement Statement

U.S. Department of Housing and Urban Development

OMB No. 2502-0265

B. Type of Loan

1. FHA	2. FmHA	3. Conv. Unins.	6. File Number	7. Loan Number	8. Mortg. Ins. Case Num.
4. V.A.	5. Conv. Ins.		FT08-087	ID:	

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. NAME OF BORROWER: Bernstein Family Realty, LLC, a Florida limited liability company
Address of Borrower: 950 Peninsula Corporate Circle, Suite 3010, Boca Raton, Florida 33431

E. NAME OF SELLER: Walter E. Sahm and Patricia Sahm, his wife
Address of Seller: 8230 SE 177th Winterthur Loop, The Villages, Florida 32162 TIN: 311-42-7482

F. NAME OF LENDER: Walter E. Sahm and Patricia Sahm
Address of Lender: 8230 SE 177th Winterthur Loop, The Villages, Florida 32162

G. PROPERTY LOCATION: 2753 NW 34th Street, Boca Raton, Florida 33434

H. SETTLEMENT AGENT: Florida Title & Closing Co. TIN: 72-1587283
Place of Settlement: 350 Camino Gardens Blvd., Suite 303, Boca Raton, Florida 33432 Phone: 561-392-3636

I. SETTLEMENT DATE: 6/20/08 DISBURSEMENT DATE: 6/20/08

J. Summary of borrower's transaction		K. Summary of seller's transaction	
100. Gross amount due from borrower		400. Gross amount due to seller	
101. Contract sales price	360,000.00	401. Contract sales price	360,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (Line 1400)	4,359.18	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109. Solid Waste Authority from 06/20/08 to 06/30/08	35.46	409. Solid Waste Authority from 06/20/08 to 06/30/08	35.46
110.		410.	
111.		411.	
112.		412.	
120. Gross amount due from borrower:	364,394.64	420. Gross amount due to seller:	360,035.46
200. Amounts paid or on behalf of borrower		500. Reductions in amount due to seller	
201. Deposit or earnest money	36,000.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	5,732.50
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Principal amount of second mortgage		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506. Deposits held by seller	
207. Principal amt of mortgage held by seller	110,000.00	507. Principal amt of mortgage held by seller	110,000.00
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes		510. City/town taxes	
211. County taxes from 01/01/08 to 06/20/08	1,161.64	511. County taxes from 01/01/08 to 06/20/08	1,161.64
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total paid by/for borrower:	147,161.64	520. Total reductions in amount due seller:	116,894.14
300. Cash at settlement from/to borrower		600. Cash at settlement to/from seller	
301. Gross amount due from borrower (line 120)	364,394.64	601. Gross amount due to seller (line 420)	360,035.46
302. Less amount paid by/for the borrower (line 220)	(147,161.64)	602. Less total reductions in amount due seller (line 520)	(116,894.14)
303. Cash ([✓] From [ ] To) Borrower:	217,233.00	603. Cash ([✓] To [ ] From) Seller:	243,141.32

Substitute Form 1099 Seller Statement: The information contained in blocks E, G, H, and I and on line 401 is important tax information and is being furnished to the IRS. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

Seller Instructions: If this real estate was your principal residence, file Form 2119, Sale or Exchange of Principal Residence, for any gain, with your tax return; for other transactions, complete the applicable parts of Form 4797, Form 6252 and/or Schedule D (Form 1040).

Borrower's Initial(s):

Seller's Initial(s): WE S AS

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			Paid from Borrower's Funds at Settlement	Paid from Seller's Funds at Settlement
700. Total Sales/Brokers Com. based on price	$360,000.00 @	% = 540.00		
701. 540.00	% to Remax Advantage Plus			
702.	% to			
703. Commission paid at settlement				540.00
704. Processing Fee	to Remax Advantage Plus		245.00	245.00
801. Loan origination fee	% to			
802. Loan discount	% to			
803. Appraisal fee	to			
804. Credit report	to			
805. Lender's inspection fee	to			
806. Mortgage insurance application fee	to			
807. Assumption Fee	to			
808.	to			
809.	to			
810.	to			
811.	to			
901. Interest from 06/20/08	to 07/01/08	@ 19.5890 /day	215.48	
902. Mortgage insurance premium for	months to			
903. Hazard insurance premium for	years to			
904. Flood insurance premium for	years to			
905.	years to			
1001. Hazard insurance	months @	per month		
1002. Mortgage insurance	months @	per month		
1003. City property taxes	months @	per month		
1004. County property taxes	months @	per month		
1005. Annual assessments	months @	per month		
1006. Flood insurance	months @	per month		
1007.	months @	per month		
1008.	months @	per month		
1009. Aggregate accounting adjustment				
1101. Settlement or closing fee	to Florida Title & Closing Co.		150.00	150.00
1102. Abstract or title search	to Florida Title & Closing Co.			275.00
1103. Title examination	to			
1104. Title insurance binder	to			
1105. Mortgage Document Preparation	to Florida Title & Closing Co.		350.00	
1106. Notary fees	to			
1107. Attorney's Fees	to Steven I. Greenwald, P.A.		2,250.00	
(includes above item numbers:)				
1108. Title Insurance	to Florida Title & Closing Co.		25.00	1,875.00
(includes above item numbers:)				
1109. Lender's coverage (Premium):	$110,000.00 ($25.00)			
1110. Owner's coverage (Premium):	$360,000.00 ($1,875.00)			
1111. Endorse:				
1112.	to			
1113.	to			
1201. Recording fees	Deed $19.10	Mortgage(s) $67.10 Releases	106.20	
1202. City/county tax/stamps	Deed	Mortgage(s) $226.00	220.00	
1203. State tax/stamps	Deed $2,520.00	Mortgage(s) $385.00	385.00	2,520.00
1204.	to			
1205. Release Processing Fee	to Florida Title & Closing Co.			25.00
1301. Survey	to PAC Surveying		325.00	
1302. Courier/Recording/Express Processing	to Florida Title & Closing Co.		50.00	25.00
1303. Municipal Lien Processing Fee	to Florida Title & Closing Co.			40.00
1304. File Storage Processing Fee	to Florida Title & Closing Co.		37.50	37.50
1305.	to			
1306.	to			
1307.	to			
1308.	to			
1309.				
(Enter on lines 103, Section J and 502, Section K)			4,359.18	5,732.50

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Bernstein Family Realty LLC
By: _____ Borrower
Simon Bernstein, Manager

_____ Borrower

_____ Seller
Walter E. Sahm

_____ Seller
Patricia Sahm

"The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused, or will cause, the funds to be disbursed in accordance with this statement.

Florida Title & Closing Co.
By: _____ 6-20-08
As its Authorized Representative Date

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

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STANFORD
Stanford Group Company, member FINRA/SIPC.
A member of the Stanford Financial Group.

Stanford Group Company
5051 Westheimer
Houston, Texas 77056
800.958.0009

Account Number: NM2-011036
Statement Period: 06/01/2008 - 06/30/2008

SIMON BERNSTEIN
TOD DTD 02/27/2007
950 PENINSULA CORP CIRCLE
STE 3010
BOCA RATON FL 33487-1387

Your Financial Advisor Is:
FARRELL/MONTALBANO/PRINDLE
(561) 544-8213

Valuation at a Glance

	This Period
Beginning Account Value	**$839,374.69**
Net Deposits and Withdrawals	-216,734.19
Adjusted Previous Account Value	**622,640.50**
Dividends, Interest and Other Income	852.33
Ending Account Value	**$623,492.83**
Estimated Annual Income	**$11,254.56**

Asset Allocation

	Value Prior Year-End	Value Last Period	Value This Period	Percent Allocation	
Cash and Cash Equivalents	4,651,037.75	839,374.69	623,492.83	100%	Your Account is 100% invested in Cash and Cash Equivalents.
Account Total	**$4,651,037.75**	**$839,374.69**	**$623,492.83**	**100%**	

DALBAR RATED FOR COMMUNICATION

Clearing Through Pershing LLC, a subsidiary of The Bank of New York Mellon Corporation
Member FINRA, NYSE, SIPC

[redacted]

Income and Expense Summary

	Current Period		Year-to-Date	
	Taxable	Non Taxable	Taxable	Non Taxable
Dividend Income				
Money Market	904.38	0.00	11,254.56	0.00
Interest Income				
Credit Interest	0.00	-52.05	0.00	-99.59
Total Dividends, Interest, Income and Expenses	**$904.38**	**-$52.05**	**$11,254.56**	**-$99.59**

Portfolio Holdings

Quantity	Description	Opening Balance	Closing Balance	Accrued Income	Income This Year	30-day Yield
Cash and Cash Equivalents 100.00% of Portfolio						
Money Market						
623,492.830	US TREASURY CASH RESERVE INSTL	839,374.69	623,492.83	0.00	3,369.33	1.44%
	PRIME VALUE OBLIG CAPITAL SHRS	0.00	0.00	0.00	7,885.23	2.51%
Total Money Market		**$839,374.69**	**$623,492.83**	**$0.00**	**$11,254.56**	
Total Cash and Cash Equivalents		**$839,374.69**	**$623,492.83**	**$0.00**	**$11,254.56**	

Description	Market Value	Accrued Interest	Estimated Annual Income
Total Portfolio Holdings	**$623,492.83**	**$0.00**	**$11,254.56**

Disclosures and Other Information

Pricing - Securities prices may vary from actual liquidation value. Prices shown should only be used as a general guide to portfolio value. Prices are received from various pricing services. However, pricing services are sometimes unable to provide timely information. Where pricing sources are not readily available, particularly on certain debt securities, estimated prices may be generated by a matrix system taking various factors into consideration. The pricing of listed options takes into account the last closing price, as well as the current bid and offer prices. Where securities have not been priced, such securities have not been included in the Asset Allocation information at the beginning of this statement.

Reinvestment - The dollar amount of Mutual Fund distributions, Money Market Fund dividend income, Bank Deposit interest income, or dividends for other securities shown on your Statement may have been reinvested. You will not receive confirmation of these reinvestments. However, information pertaining to these transactions which would otherwise appear on confirmations, including the time of execution and the name of the person from whom your security was purchased, will be furnished to you upon written request to your introducing firm. In dividend reinvestment transactions, Pershing acts as your agent and receives payment for order flow, the source and nature of which payment will be furnished to you upon written request to your introducing firm.

STANFORD
Stanford Group Company, member FINRA/SIPC.
A member of the Stanford Financial Group.

Stanford Group Company
5051 Westheimer
Houston, Texas 77056
800.958.0009

Portfolio Holdings *(continued)*

Foreign Currency Transactions - Pershing may execute foreign currency transactions as principal for your account. Pershing may automatically convert foreign currency to or from U.S. dollars for dividends and similar corporate action transactions unless you instruct your financial organization otherwise. Pershing's currency conversion rate will not exceed the highest interbank conversion rate identified from customary banking sources on the conversion date or the prior business day, increased by up to 1%, unless a particular rate is required by applicable law. Your financial organization may also increase the currency conversion rate. This conversion rate may differ from rates in effect on the date you executed a transaction, incurred a charge, or received a credit. Transactions converted by agents (such as depositories) will be billed at the rates such agents use.

Proxy Vote - Securities held by you on margin (securities not fully paid for by you) may be lent by Pershing to itself or others in accordance with the terms outlined in the Margin Agreement. The right to vote your shares held on margin will be reduced by the amount of shares on loan. The Proxy Voting Instruction Form sent to you may reflect a smaller number of shares entitled to vote than the number of shares in your margin account.

Transactions by Type of Activity

Process/ Settlement Date	Trade/ Transaction Date	Activity Type	Description	Quantity	Price	Accrued Interest	Amount
ProCash Plus Checks							
06/25/08		ASSET MANAGEMENT CHECK	CHECK NUMBER - 1015				-8,300.00
Total ProCash Plus Checks							**-$8,300.00**
Cash Withdrawals and Deposits							
06/05/08		ELECTRONIC TRANSACTION	DIRECT DEPOSIT 9002180674ARBITRAGE INTERN				54,798.81
06/09/08		FEDERAL FUNDS SENT	THE BANKERS BANK N.A				-46,000.00
06/18/08		FEDERAL FUNDS SENT	THE BANKERS BANK N.A				-217,233.00
Total Cash Withdrawals and Deposits							**-$208,434.19**
Dividends and Interest							
06/20/08	06/19/08	CASH DEBIT INTEREST	CASH DUE INTEREST FOR 1 DEBIT DAYS AVBAL 217,233.00 RATE 8.625 06-18-08 TO 06-18-08				-52.05
06/30/08		MONEY MARKET FUND INCOME RECEIVED	US TREASURY CASH				904.38
Total Dividends and Interest							**$852.33**
Total Value of all Transactions							**-$215,881.86**

The price and quantity displayed may have been rounded.

Money Market Fund Detail

Date	Activity Type	Description	Amount	Share Balance
Sweep Money Market Fund				
US TREASURY CASH RESERVE INSTL				
Account Number: 0000002435 Current Yield: 1.48% Activity Ending: 06/30/08				
05/31/08	Opening Balance		839,374.69	839,374.69
06/06/08	Deposit	MONEY FUND PURCHASE	54,798.81	894,173.50
06/09/08	Withdrawal	MONEY FUND REDEMPTION	-46,000.00	848,173.50
06/19/08	Withdrawal	MONEY FUND REDEMPTION	-217,233.00	630,940.50
06/23/08	Withdrawal	MONEY FUND REDEMPTION	-52.05	630,888.45
06/25/08	Withdrawal	MONEY FUND REDEMPTION	-8,300.00	622,588.45
06/30/08	Deposit	INCOME REINVEST	904.38	623,492.83
06/30/08	**Closing Balance**			**$623,492.83**
Total All Money Market Funds				**$623,492.83**

Messages

Pursuant to your advisory client agreement with Stanford Group Company, you are entitled to a copy of Stanford Group's most recent Form ADV Part II including Schedule H disclosure document. You may also receive this information regarding any of the separate account money managers utilized within your portfolio.

If you would like to receive any of the disclosure documents, please contact a Stanford Operations Representative at 1-866-961-6001.

Customer orders may be routed by Stanford Group Company (SGC) to other venues for execution practices. In accordance with SEC Rule 606, the firm publishes on its website, www.stanfordgroup.com , a quarterly report of its order routing statistics, disclosing these venues to customers who may wish to view them.

Additionally, customers may request in writing from SGC the identification of the venues to which their orders were routed to for the six months prior to the request and the time of the transactions that may have resulted from such orders.

All such customer inquiries on order routing should be directed to:

William K Nagy

VP Institutional Compliance

330 Madison Ave. 36th Floor

New York, NY 10017

212-372-6329

There are additional risks involved in trading equity securities either before or after regular market sessions. If you are considering participating in extended-hours trading, please be sure to review the Extended-Hours Trading section of Pershing's Disclosure Statement (found under Additional Disclosures). The Disclosure Statement is available at www.pershing.com/disclosurestatement.html or, if you are not able to retrieve the document online, you may call Pershing's Self-Service Hotline at (888) 860-8510. Select option 4, Disclosure Statement, where you will be prompted to either say or enter your account number. The document will then be mailed to the address of record for your account.

STANFORD
Stanford Group Company, member FINRA/SIPC.
A member of the Stanford Financial Group.

Stanford Group Company
5051 Westheimer
Houston, Texas 77056
800.958.0009

Statement Period: 06/01/2008 - 06/30/2008

Customer Service Information

Your Financial Advisor Is: B25	Contact Information
FARRELL/MONTALBANO/PRINDLE 5200 TOWN CENTER CR, 6TH FLOOR BOCA RATON FL 33486	Telephone Number: (561) 544-8213

TERMS AND CONDITIONS

GENERAL INFORMATION

1. All orders and transactions shall be solely for your account and risk shall be subject to the constitution, rules, regulations, customs, usages, rulings and interpretations of the exchange or market and the clearing facility, if any, where the transactions are executed and/or settled, or if applicable, of the Financial Industry Regulatory Authority and to all applicable laws and regulations.
2. Whenever you are indebted to Pershing LLC ("Pershing") for any amount, all securities held by it for you in any account in which you have any interest shall secure all your liabilities to Pershing, and Pershing may in its discretion at any time, without tender, demand or notice to you, close or reduce any or all of your accounts by public or private sale or purchase or both of all or any securities carried in such accounts; any balance remaining due Pershing to be promptly paid by you.
3. Whenever you are indebted to Pershing for any amount, all securities carried for your account are or may be, without further notice to you, loaned or pledged by Pershing, either separately or under circumstances which will permit the commingling thereof, with other securities for any amount less than, equal to or greater than your liabilities to Pershing, but not under circumstances for an amount prohibited by law.
4. Title to securities sold to you, where Pershing has acted as principal, shall remain with Pershing until the entire purchase price is received or until the settlement date, whichever is later.
5. Any free credit balance carried for your account represents funds payable upon demand which, although properly accounted for on Pershing's books of record, are not segregated and may be used in the conduct of its business.
6. You may have received confirmations for transactions which do not appear on your statement. If so, the transactions will appear on your next periodic statement. Such transactions must be considered by you when computing the value of your account. This is especially true if you have written options which have been exercised.
7. If you maintain a margin account, this is a combined statement of your general account and a special memorandum account maintained for you under Regulation T of the Board of Governors of the Federal Reserve System. The permanent record of the separate account as required by Regulation T is available for your inspection upon request.
8. Interest charged on debit balances in your account appears on the statement. The rate of interest and period covered are indicated. The rate may change from time to time due to fluctuations in money rates or other reasons. Interest is computed as described in material previously furnished to you. Please contact your financial institution if you desire additional copies.
9. A financial statement of Pershing is available for your personal inspection at Pershing's offices. A copy of it will be mailed upon your written request or you can view it online at Pershing.com.
10. This statement should be retained for your records.
11. Dividends, interest and other distributions shown on this statement were classified as taxable or nontaxable based on certain information known as of the distribution date. This classification is subject to change and is solely intended for use as general information. After year end, Pershing is required to provide tax information to the Internal Revenue Service and other governmental authorities. At that time Pershing will provide that information on the annual tax information statement to you; use that statement to prepare your tax filings. The tax statement also includes other useful information to assist in accumulating the data to prepare your tax returns.
12. **Pershing does not provide tax, investment or legal advisory services and no one associated with Pershing is authorized to render such advice. Do not rely upon any such advice, if given. Investors are encouraged to consult their tax advisors to determine the appropriate tax treatment of their business.**
13. Pershing provides account protection for the net equity of securities positions and cash held in your account. Of this total, the Securities Investor Protection Corporation (SIPC) provides $500,000 of coverage, including $100,000 for claims for cash. Pershing provides additional protection on terms similar to SIPC for account net equity in excess of $500,000 through a commercial insurer. The account protection applies when a SIPC member firm fails financially and is unable to meet obligations to securities clients, but it does not protect against losses from the rise and fall in the market value of investments.
14. Pershing trades for its own account as a market maker, specialist, odd lot dealer, block positioner, arbitrageur and/or investor. Consequently, at the time of any transaction you may make, Pershing may have a position in such securities, which position may be partially or completely hedged.
15. If average price transaction is indicated on the front of this statement your financial institution or Pershing may have acted as principal, agent or both. Details available upon request.
16. This statement will be deemed conclusive and an account stated unless you advise Pershing in writing of any objection to it within ten days after receipt. Any such objection should be sent to Pershing at One Pershing Plaza, Jersey City, NJ 07399, Attn: Compliance.
17. You are advised to report promptly any inaccuracy or discrepancy in your account (including unauthorized trading) to your financial organization and Pershing, the custodian of your account. Please be advised that any oral communication should be re-confirmed in writing to further protect your rights, including your rights under the Securities Investor Protection Act. Your financial organization's contact information can be found on the first page of this statement. Pershing's contact information is as follows: Pershing LLC; Legal Department; One Pershing Plaza; Jersey City, New Jersey 07399; (201) 413-3330.

ERRORS AND OMISSIONS EXCEPTED.

PORTFOLIO HOLDINGS

This section includes the net market value of the securities in your account on a settlement date basis, including short positions, at the close of the statement period. The market prices have been obtained from quotation services, which we believe to be reliable; however, we cannot guarantee their accuracy. Securities for which a price is not available are marked "N/A" and are omitted from the Total.

The Annual Income, which is an estimated figure, is the current interest or most recently declared dividend for each security and is annualized. This figure particularly on equity mutual funds can vary substantially from one year to the next. As a result, actual amounts distributed may be more or less than those estimated on this statement. The Annual Income is then divided by the current Market Value to give the Estimated Yield which too could vary substantially because the income is estimated and it does not take account of your holding period. Annual Income has been obtained from sources believed to be reliable, but no assurance can be made as to accuracy.

Accrued interest represents interest earned but not yet received.

THE ROLE OF PERSHING

Pershing carries your account as clearing broker pursuant to a clearing agreement with your financial institution. Pershing may accept from your financial institution without inquiry or investigation (i) orders for the purchase and sale of securities and other property and (ii) any other instructions concerning your account. Pershing is not responsible or liable for any acts or omissions of your financial institution or its employees and it does not supervise them. Pershing provides no investment advice nor does it assess the suitability of any transaction or order. Pershing acts as the agent of your financial institution and you agree that you will not hold Pershing or any person controlling or under common control with it liable for any investment losses incurred by you.

Pershing performs several key functions at the direction of your financial institution. It acts as custodian for funds and securities you may deposit with it directly or through your financial institution or that it receives as the result of securities transactions it processes. Inquiries concerning the positions and balances in your account may only be directed to the **Pershing Customer Service Department at (201) 413-3333.** All other inquiries regarding your account or activity should be directed to your financial institution. For a description of other functions performed by Pershing please consult the Disclosure Statement provided to you upon the opening of your account.

Your financial institution is responsible for adherence to the securities laws, regulations and rules which apply to it regarding its own operations and the supervision of your account, its sales representatives and other personnel. Your financial institution is also responsible for approving the opening of accounts and obtaining account documents; the acceptance and, in certain instances, execution of securities orders; the assessment of the suitability of those transactions, where applicable; the rendering of investment advice, if any, to you and in general, for the ongoing relationship that it has with you.

Pershing may capture and store data about you such as your financial information and investment objectives. However, Pershing is not reviewing this information and evaluating whether your investments comport with your financial status and objectives and you hereby release Pershing from any liability to do so. Similarly, Pershing may capture and store information about whether a broker or an introducing firm is registered in a given state. You hereby release Pershing from any liability to review this data or to evaluate whether a particular security is registered or exempt from registration in your State.

This notice is not meant as a definitive enumeration of every possible circumstance, but as a general disclosure. If you have any questions regarding this notice or if you would like additional copies of the Disclosure Statement, please contact your financial institution.

PAYMENT FOR ORDER FLOW PRACTICES

The following statement is provided to you as required by Rule 11Ac1-3 of the Securities Exchange Act of 1934.

Pershing sends certain equity orders to exchanges, Electronic Communication Networks, or broker-dealers during normal business hours and during extended trading sessions. Certain of these venues provide payments to Pershing or charge access fees to Pershing depending upon the characteristics of the order and any subsequent execution. In addition, Pershing may execute certain equity orders as principal. The details of these payments and fees are available upon written request. Pershing receives payments for directing listed options order flow to certain option exchanges. Compensation is generally in the form of a per option contract cash payment. Compensation is generally in the form of a per option contract cash payment. For a listing of organizations that pay Pershing for order flow, please refer to www.pershing.com/orderflow.htm.

Best Execution

Notwithstanding the previous paragraph regarding payment for order flow, Pershing selects certain market centers to provide execution of over-the-counter and exchange-listed securities transactions which agree to accept orders, transmitted electronically up to a specified size, and to execute them at or better than the national best bid or offer (NBBO). On certain larger orders, or if the designated market centers do not make a market in the subject security, Pershing directly contacts market centers to obtain an execution. The designated market centers to which orders are automatically routed are selected based on the consistent high quality of their executions in one or more market segments and their ability to provide opportunities for executions at prices superior to the NBBO.

If an order for an exchange-listed security is not immediately executable on the exchange to which it is routed, such order may be represented in the national marketplace using the various means available for price discovery. Pershing also regularly reviews reports for quality of execution purposes.

ARBITRATION

ARBITRATION DISCLOSURES:

- **ALL PARTIES TO THIS AGREEMENT ARE GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JURY, EXCEPT AS PROVIDED BY THE RULES OF THE ARBITRATION FORUM IN WHICH A CLAIM IS FILED.**
- **ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY'S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION AWARD IS VERY LIMITED.**
- **THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS.**
- **THE ARBITRATORS DO NOT HAVE TO EXPLAIN THE REASON(S) FOR THEIR AWARD.**
- **THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.**
- **THE RULES OF SOME ARBITRATION FORUMS MAY IMPOSE TIME LIMITS FOR BRINGING A CLAIM IN ARBITRATION. IN SOME CASES, A CLAIM THAT IS INELIGIBLE FOR ARBITRATION MAY BE BROUGHT IN COURT.**
- **THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS AGREEMENT.**

If any of the above Terms and Conditions are unacceptable to you, please notify Pershing immediately in writing by certified mail to One Pershing Plaza, Jersey City, NJ 07399, Attn: Compliance.

TERMS AND CONDITIONS

ARBITRATION AGREEMENT

ANY CONTROVERSY BETWEEN YOU AND US SHALL BE SUBMITTED TO ARBITRATION BEFORE THE FINANCIAL INDUSTRY REGULATORY AUTHORITY OR ANY OTHER NATIONAL SECURITIES EXCHANGE ON WHICH A TRANSACTION GIVING RISE TO THE CLAIM TOOK PLACE (AND ONLY BEFORE SUCH EXCHANGE).

NO PERSON SHALL BRING A PUTATIVE OR CERTIFIED CLASS ACTION TO ARBITRATION, NOR SEEK TO ENFORCE ANY PREDISPUTE ARBITRATION AGREEMENT AGAINST ANY PERSON WHO HAS INITIATED IN COURT A PUTATIVE CLASS ACTION; WHO IS A MEMBER OF A PUTATIVE CLASS WHO HAS NOT OPTED OUT OF THE CLASS WITH RESPECT TO ANY CLAIMS ENCOMPASSED BY THE PUTATIVE CLASS ACTION UNTIL: (I) THE CLASS CERTIFICATION IS DENIED; (II) THE CLASS IS DECERTIFIED; OR (III) THE CUSTOMER IS EXCLUDED FROM THE CLASS BY THE COURT. SUCH FORBEARANCE TO ENFORCE AN AGREEMENT TO ARBITRATE SHALL NOT CONSTITUTE A WAIVER OF ANY RIGHTS UNDER THIS AGREEMENT EXCEPT TO THE EXTENT STATED HEREIN.

THE LAWS OF THE STATE OF NEW YORK GOVERN

WRAP ACCOUNT CUSTOMERS WHO ELECTED NOT TO RECEIVE IMMEDIATE CONFIRMATION OF TRANSACTIONS

The following Terms and Conditions are applicable only if your account is a wrap fee managed account, and the trade confirmations are not sent to you (sent only to your portfolio manager) pursuant to your instruction:

1. The following information will be furnished to you upon request to your financial institution (introducing firm)("Introducing Firm"), with respect to any transaction for which a trade confirmation was not sent to you:
   - The market upon which any transaction was executed;
   - The time of day that any transaction was executed;
   - The name of the person from whom any security was purchased, or to whom such security was sold;
   - The source and amount of other commissions received in connection with any transaction; and
   - A copy of the trade confirmation.
2. Introducing Firm effected each transaction for which a trade confirmation was not sent to you, as your agent.
3. Introducing Firm does not receive any payment for order flow for any transaction for which a trade confirmation was not sent to you.
4. Call features may exist for securities. Call features for fixed income securities may affect yield. Complete information will be provided upon request.
5. If any transaction involves an asset-backed security, including a municipal collateralized mortgage obligation, which represents an interest in or is secured by a pool of receivables or other financial assets that are subject continuously to prepayment, then the actual yield of such security may vary according to the rate at which the underlying receivables or other financial assets are prepaid. Information concerning the factors that affect yield (including at a minimum estimated yield, weighted average life, and the prepayment assumptions of underlying yield) will be furnished to you, upon request to Introducing Firm.
6. The ratings that appear in the description of some fixed income securities have been obtained from ratings services which Pershing believes to be reliable; however, Pershing cannot guarantee their accuracy. Securities for which a rating is not available are marked "UNRATED".

If any of the above Terms and Conditions are unacceptable to you, please notify Pershing immediately in writing by certified mail to One Pershing Plaza, Jersey City, NJ 07399, Attn: Compliance.

Stanford Trust Company
445 North Boulevard
8th Floor
Baton Rouge, Louisiana 70802 USA
225.381.0541 Direct
225.381.0549 Fax
rbass@stanfordeagle.com

Raven A. Bass
Executive Assistant

LIMITED LIABILITY COMPANY

OPERATING AGREEMENT

of

BERNSTEIN FAMILY REALTY, LLC

a Florida limited liability company

OPERATING AGREEMENT OF

BERNSTEIN FAMILY REALTY, LLC

This Limited Liability Company Agreement (the "Agreement") is made and entered into as of the ____ day of June, 2008, by and among BERNSTEIN FAMILY REALTY, LLC, a Florida limited liability company (the "Company"); STANFORD TRUST COMPANY, Trustee of the DANIEL BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006, STANFORD TRUST COMPANY, Trustee of the JAKE BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006, and STANFORD TRUST COMPANY, Trustee of the JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006, and any subsequent transferee as the Members ("Members"). The Members are herein sometimes referred to individually as a "Member" and collectively as "Members.

WITNESSETH:

WHEREAS, Articles of Organization for ***BERNSTEIN FAMILY REALTY, LLC*** (the "Company") were filed with the Florida Department of State on June 2, 2008.

WHEREAS, the Members desire to reduce their agreements to writing, to set forth the rights and obligations of the Members and the Manager.

NOW, THEREFORE, the Members and the Company hereby agree as follows:

ARTICLE I

DEFINITIONS

The following terms used in this Agreement shall have the following meanings:

(a) "***Act***" shall mean the Florida Limited Liability Company Act at F.S § 608.401, *et seq* and all amendments to the Act.

(b) "***Articles of Organization***" shall mean the Articles of Organization of ***BERNSTEIN FAMILY REALTY, LLC,*** as filed with the Department of State of Florida on June 2, 2008, and as may be amended from time to time.

(c) ***"Capital Contribution***" shall mean any contribution to the capital of the Company in cash or the fair market value of property by a Member whenever made, net of any liabilities secured by such contributed property.

(d) "***Capital Account***" as of any given date shall mean the Capital Contribution to the Company by a Member as adjusted up to such date pursuant to Article VIII.

(e) "***Code***" shall mean the Internal Revenue Code of 1986 or corresponding provisions of subsequent superseding federal revenue laws.

(f) "***Company***" shall refer to ***BERNSTEIN FAMILY REALTY, LLC***, a limited liability company formed under the laws of the State of Florida.

(g) "***Distributable Cash***" shall mean all cash, revenues and funds received by the Company from Company operations, less the sum of the following to the extent paid or set aside by the Company: (i) all principal and interest payments on indebtedness of the Company and all other sums paid to lenders; (ii) all cash expenditures incurred in the normal operation of the Company's business; and (iii) such Reserves as the Managers deem reasonably necessary for the proper operation of the Company's business.

(h) "***Entity***" shall mean any general partnership, limited liability partnership, limited partnership, limited liability limited partnerships, limited liability company, corporation, joint venture, trust, business trust, cooperative, association, foreign trust or foreign business organization.

(i) "***Gifting Member***" shall mean any Member who gifts, bequeaths or otherwise transfers for no consideration (by operation of law or otherwise, except with respect to bankruptcy) all or any part of its Membership Interest.

(j) "***Initial Capital Contribution***" shall mean the initial contribution to the capital of the Company pursuant to this Agreement.

(k) ***"Interest"*** shall mean "Percentage Interest" unless otherwise specifically agreed or in the case of special allocations.

(l) "***Majority Interest***" shall mean the Interests of Members, which in the aggregate exceed 50% of all Interests.

(m) "***Manager***" shall mean one or more managers designated as such pursuant to this Agreement or by subsequent vote of the Members. References to the Manager in the singular or as him, her, it, itself, or other like references shall also, where the context so requires, be deemed to include the plural or the masculine or feminine reference, as the case may be. Any Person may be named a Manager pursuant to this Agreement

(n) "***Member***" shall mean each of the parties who executes a counterpart of this Agreement as a Member and each of the parties who may hereafter become Members. To the extent a Manager has purchased a Membership Interest in the Company, he will have all the rights of a Member with respect to such Membership Interest, and the term "Member" as used herein shall include a Manager to the extent he has purchased such Membership Interest in the Company. If a Person is a Member immediately prior to the purchase or other acquisition by such Person of an Transferee Interest, such Person shall have all the rights of a Member with respect to such purchased or otherwise acquired Membership Interest or Transferee Interest, as the case may be.

(o) "***Membership Interest***" shall mean a Member's entire interest in the Company including such Member's Transferee Interest and, the right to participate in the management of the business and affairs of the Company, including the right to vote on, consent to, or otherwise participate in any decision or action of or by the Members granted pursuant to this Agreement and the Act.

(p) "***Net Income***" and "***Net Losses***" shall mean the income, gain, loss, deductions and credits of the Company in the aggregate or separately stated, as appropriate, determined in accordance with sound accounting principles employed under the cash method of accounting at the close of each fiscal year on the Company's tax return filed for federal income tax purposes.

(q) "***Operating Agreement" (or "Agreement")*** shall mean this Operating Agreement of ***BERNSTEIN FAMILY REALTY, LLC,*** as originally executed and as amended from time to time.

(r) "***Percentage Interest***" shall mean, for any Member, the percentage interest that the Capital Account of the Member bears to the total Capital Accounts of all of the Members of the Company, as set forth at Section 9.1 herein, and Exhibit A, as may be changed from time to time by the unanimous vote of the Members.

(s) "***Person***" shall mean any individual or Entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such "Person" where the context so permits.

(t) "***Reserves***" shall mean funds set aside or amounts allocated to reserves which shall be maintained in amounts reasonably deemed sufficient by the Managers for working capital and to pay taxes, insurance, debt service or other costs or expenses incident to the ownership or operation of the Company's business.

(u) "***Selling Member***" shall mean any Member or Transferee which sells, assigns, pledges, hypothecates or otherwise transfers for consideration all or any portion of its Membership Interest or Transferee Interest.

(v) "***Transferee***" shall be person who has not been admitted by the Company as a Member Partner, but, by virtue of a Transfer of an Interest in the Company to said person, said person is entitled to a pro rata share of one or more of the Company's items of income, losses, credits, and distributions of the Company's assets pursuant to this Agreement and the Act, but said person shall not have, and is not entitled to any right to participate in the management or affairs of the Company, including, the right to vote on, consent to or otherwise participate in any decision of the Members or Manager.

(w) "***Transferring Member***" shall collectively mean a Selling Member and a Gifting Member.

(x) "***Treasury Regulations***" shall include proposed, temporary and final regulations promulgated under the Code.

ARTICLE II

FORMATION OF COMPANY

2.1 ***Organization.***

BERNSTEIN FAMILY REALTY, LLC, has been organized as a Florida limited liability company by executing and delivering the Articles of Organization to the Florida Department of State in accordance with and pursuant to the Act.

2.2 ***Name.***

The name of the Company is ***BERNSTEIN FAMILY REALTY, LLC***, and all business of the Company shall be conducted under that name unless a majority of the Members agree to the filing and use of a fictitious name.

2.3 ***Principal Place of Business.***

The initial principal place of business of the Company shall be 950 Peninsula Corporate Circle, Suite 3010, Boca Raton, Florida 33431. The Company may locate its places of business and registered office at any other place or places as the Manager may deem advisable.

2.4 ***Registered Office and Registered Agent.***

The Company's initial registered office shall be at the office of its registered agent in Florida, and the name of its initial registered agent shall be Donald R. Tescher, 2101 Corporate Blvd., Suite 107, Boca Raton, Florida, 33431. The registered office and registered agent may be changed by filing the address of the new registered office and/or the name of the new registered agent with the Florida Department of State pursuant to the Act.

2.5 ***Term.***

The term of the Company has filed Articles of Organization with the Florida Department of State, and shall have perpetual existence, unless the Company is earlier dissolved in accordance with either the provisions of this Agreement or the Act.

ARTICLE III

BUSINESS OF COMPANY

The business of the Company shall be to engage in management of investments, and closely-held business or real estate ventures, and such lawful activities as are reasonably necessary or useful to the furtherance of the forgoing purpose (the "Business").

ARTICLE IV

NAMES AND ADDRESSES OF MEMBERS

The names and addresses of the Members are listed on Exhibit A attached hereto and incorporated herein, as amended from time to time.

ARTICLE V

RIGHTS AND DUTIES OF MANAGERS

5.1 ***Management.***

5.1.1 ***General.*** The business and affairs of the Company shall be managed by its Managers. The Managers shall direct, manage, and control the business of the Company. Except for situations in which the approval of the Members is expressly required by this Agreement or by nonwaivable provisions of the Act, the Managers shall have exclusive, sole, full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters, and to perform any and all other acts or activities customary or incident to the management of the Company's business. At any time when there is more than one Manager, any one Manager may take any action permitted to be taken by the Managers, unless the approval of more than one of the Managers is expressly required pursuant to this Agreement or the Act. The Managers may create a Board of Directors, and may also appoint individuals with or without titles, including the titles of General Manager, Executive Director, President, Vice President, Treasurer, Secretary, and Assistant Secretary, to act on behalf of the Company with such power and authority as the Managers or Board of Directors may delegate to any such Person.

5.1.2 ***Initial Managers/Designation of Managers/Voting.*** The Members agree that the initial Manager of the Company is SIMON BERNSTEIN. Unless otherwise specifically agreed herein, business decisions of the Company shall be made by said Manager. The Members shall vote their Interests such that only the aforementioned person is Manager of the Company for so long as he is alive and not mentally disabled or incompetent. After proper notice, in the event of death or mental disability or incompetence of the Manager, the Members shall vote on and elect a new Manager.

5.2 ***Certain Powers of Managers.***

Without limiting the generality of Section 5.01, the Manager (or, if more than one Manager, then the Managers) shall have power and authority, on behalf of the Company to do the following:

(a) To acquire or lease property from any Person as the Managers may determine, whether or not such Person is directly or indirectly affiliated or connected with any Manager or Member;

(b) To borrow money for the Company from banks, other lending institutions, the Managers, Members, or affiliates of the Managers or Members on such terms as the Managers deem appropriate, and in connection therewith, to hypothecate, encumber and grant security interests in the assets of the Company to secure repayment of the borrowed sums. No debt shall be contracted or liability incurred by or on behalf of the Company except by the Managers, or to the extent permitted under the Act, by agents or employees of the Company expressly authorized to contract such debt or incur such liability by the Managers;

(c) To purchase liability and other insurance to protect the Company's property and business;

(d) To hold and own Company real and personal properties in the name of the Company;

(e) To invest Company funds in time deposits, short-term governmental obligations, commercial paper or other investments;

(f) To sell or otherwise dispose of all or substantially all of the assets of the Company as part of a single transaction or plan as long as such disposition is not in violation of or a cause of a default under any other agreement to which the Company may be bound;

(g) To execute on behalf of the Company all instruments and documents, including, without limitation, checks; drafts; notes and other negotiable instruments; mortgages or deeds of trust; security agreements; financing statements; documents providing for the acquisition, mortgage or disposition of the Company's property; assignments, bills of sale; leases; and any other instruments or documents necessary to the business of the Company;

(h) To employ accountants, legal counsel, managing agents or other experts to perform services for the Company;

(i) To enter into any and all other agreements on behalf of the Company, in such forms as the Managers may approve; and

(j) To do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business.

Unless authorized to do so by this Agreement or by the Manager of the Company, no attorney-in-fact, employee or other agent of the Company shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable for any purpose. No Member shall have any power or authority to bind the Company unless the Member has been authorized by the Manager to act as an agent of the Company in accordance with the previous sentence.

5.3 ***Liability for Certain Acts***.

Each Manager shall perform his duties as Manager in good faith, in a manner he or she reasonably believes to be in the best interests of the Company, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. A Manager shall not be liable to the Company or to any Member for any loss or damage sustained by the Company or any Member, unless the loss or damage shall have been the result of fraud, deceit, gross negligence, willful misconduct, unlawful acts, or a wrongful taking by the Manager.

5.4 ***No Exclusive Duty to Company***.

A Member or Manager shall not be required to manage the Company as his or her sole and exclusive function and may have other business interests and engage in activities in addition to those relating to the Company. Neither the Company nor any Member shall have any right, by virtue of this Agreement, to share or participate in such other investments or activities of a Manager or to the income or proceeds derived therefrom.

5.5 ***Bank Accounts***.

The Manager may from time to time open bank accounts in, the name of the Company, and the Manager shall be the sole signatory thereon, unless Members owning a Majority Interest determine otherwise.

5.6 ***Indemnity of the Managers, Employees and Other Agents.***

The Company shall, to the maximum extent permitted under the Act, indemnify and make advances for expenses to Managers, its employees, and other agents.

5.7 ***Resignation.***

Any Manager of the Company may resign at any time by giving written notice to the Members of the Company. The resignation of any Manager shall take effect upon receipt of notice thereof or at such later date specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The resignation of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of a Member.

5.8 ***Removal.***

A Manager shall not be subject to removal by vote of the Members except, if at all, pursuant to the provisions of this Agreement, as it may be amended by agreement of all of the Members.

5.9 ***Vacancies.***

To the extent not expressly provided for in Section 5.1.2 "Voting Agreement of Members," and only to said extent, if any: Any vacancy occurring for any reason in the number of Managers of the Company may be filled by the affirmative vote of Members holding a majority of the Percentage Interests present at an election at a meeting of Members called for that purpose or by the Members' unanimous written consent. A Manager elected to fill a vacancy shall be elected for the unexpired term of their predecessor in office and shall hold office until the expiration of such term and until their successor shall be elected and qualified or until the Manager's earlier death, resignation or removal. A Manager chosen to fill a position resulting from an increase in the number of Managers shall hold office until his successor shall be elected and qualified, or until his earlier death, resignation or removal.

5.10 ***Salaries.***

Each Manager shall receive annual compensation (the "Management Fee") if such compensation is agreed to by a majority of the Percentage Interest of the Members in writing, and and shall be entitled to reimbursement of reasonable and necessary expenses advanced on behalf of the Company.

ARTICLE VI

RIGHTS AND OBLIGATIONS OF MEMBERS

6.1 ***Limitation of Liability.***

Each Member's liability to the Company shall be limited as set forth in this Agreement, the Act and other applicable law.

6.2 ***Company Liability***. A Member will not be personally liable for any debts, obligations, liabilities or losses of the Company, whether arising in contract, tort, or otherwise, solely by reason of being a Member, beyond his respective Capital Contributions or any obligation of the Member under Sections 8.1 and 8.2 hereunder, except as provided in Section 6.7 or as otherwise required by law.

6.3 ***List of Members***.

Upon the written request of any Member, the Managers shall provide a list showing all of the names, addresses and Membership Interests and Transferee Interests in the Company.

6.4 ***Approval of Sale of All Assets***. The Managers shall have the right, to approve the sale, exchange or other disposition of all, or substantially all, of the Company's assets which is to occur as part of a single transaction or plan.

6.5 ***Company Books***.

The Managers shall maintain and preserve, during the term of the Company, the accounts, books, and other relevant Company documents described in Section 9.9. Upon reasonable written request, each Member and Transferee shall have the right, at any time during ordinary business hours, as reasonably determined by the Manager, to inspect and copy, at the requesting Member's or Transferee's expense, the Company documents required to be maintained under Section 608.4101 of the Act, and such other documents which the Managers, in their reasonable discretion, deem appropriate.

6.6 ***Priority and Return of Capital***.

Except as may be expressly provided in Article IX, no Member or Transferee shall have priority over any other Member or Transferee, either as to the return of Capital Contributions or as to Net Profits, Net Losses or distributions; provided that this Section shall not apply to loans which a Member has made to the Company.

6.7 ***Liability of a Member to the Company***.

A Member who receives a distribution or return in whole or in part of its contribution is liable to the Company only to the extent provided by the Act.

ARTICLE VII

MEETINGS OF MANAGERS AND MEMBERS

7.1 ***Meetings***.

Meetings of the Managers, for any purpose or purposes, may be called by any Manager. Meetings of the Members for any purpose or purposes, may be called by any Members holding at least 51% of the Percentage Interests of the Members.

7.2 ***Place of Meetings***.

The Managers may designate any location within the U.S., either within or outside the State of Florida, as the place of meeting for any meeting of the Members. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal place of business of the Company.

7.3 ***Notice of Meetings.***

Except as provided in Section 7.04, written notice stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called shall be delivered not less than five (5) nor more than thirty (30) days before the date of the meeting, either personally or by mail, by or at the direction of the Managers or Member or Members calling the meeting, to each Member or Manager entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered two (2) calendar days after being deposited in the United States mail, certified mail return receipt requested, addressed to the Member or to the Manager at its address as it appears on the books of the Company, with postage therein prepaid. Notice may also be given by telegram, teletype or facsimile, or other form of electronic communication. Managers and Members may participate in and hold meetings whereby all conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other. Participation by communications equipment shall constitute presence as the meeting, unless a Member or Manager is participating in the meeting for the express purpose of objecting to the transaction of any business on the ground the meeting is not lawfully called or convened.

7.4 ***Meeting of All Members and Meetings of All Managers.*** If all of the Members or all of the Managers shall meet at any time and place, and consent to the holding of a meeting at such time and place, such meeting shall be valid without call or notice, and at such meeting lawful action may be taken.

7.5 ***Record Date.***

For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof, or Members entitled to receive payment of any distribution, or in order to make a determination of Members for any other purpose, the date on which notice of the meeting is mailed or the date on which the resolution declared such distribution is adopted, as the case may be, shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Section, such determination shall apply to any adjournment thereof.

7.6 ***Quorum.***

Members holding at least fifty percent (50%) of all Percentage Interests, represented in person or by proxy, shall constitute a quorum at any meeting of Members, and if there is more than one Manager then serving, then a majority of the number of the then-serving Managers shall constitute a quorum at a meeting of the Managers, who shall be represented in person, and shall constitute a quorum at any meeting.

7.7 ***Manner of Acting.***

If a quorum is present, the affirmative vote of a majority of all of the Members represented at the meeting, who must hold a majority Percentage Interest in the Company, shall be the act of the Members, unless the vote of a greater or lesser proportion or number is otherwise required by the Act, or by this Agreement. Unless otherwise expressly provided herein or required under applicable law, only Members who have a Membership Interest may vote or consent upon any matter and their vote or consent, as the case may be, shall be counted in the determination of whether the matter was approved by the Members.

7.8 ***Proxies.***

At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by a duly authorized attorney-in-fact. Such proxy shall be filed with the Managers of the Company before or at the time of the meeting. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy. Managers shall not be able to vote by Proxies.

7.9 ***Action by Members Without a Meeting.***

Action required or permitted to be taken at a meeting of Members may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by each Member entitled to vote and delivered to the Managers of the Company for inclusion in the minutes or for filing with the Company records. Action taken under this Section is effective when all Members entitled to vote have signed the consent, unless the consent specifies a different effective date.

7.10 ***Waiver of Notice.***

When any notice is required to be given to any Member, a waiver thereof in writing signed by the person entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.

ARTICLE VIII

CONTRIBUTIONS TO THE COMPANY AND CAPITAL ACCOUNTS

8.1 ***Members' Initial Capital Contributions.***

Each Member shall contribute such amount as is set forth on the books and records of the Company. No interest shall accrue on any Capital Contribution and the Member shall not have the right to withdraw or be repaid any Capital Contribution except as provided in this Agreement.

8.2 ***Additional Contributions.***

A Member may, but shall not be obligated to, make such additional Capital Contributions as shall be determined by the Managers. Such additional Capital Contributions shall be reflected in the Account of the Contributing Member and shall not be a part of any other Member's Capital Account absent written agreement of the Members. After the making of any such determination, the Managers

shall give written notice to each Member of the amount of required additional contribution, if any, and each Member may deliver to the Company its pro rata share thereof (in proportion to the *respective* Percentage Interest of the Member on the date such notice is given) no later than thirty (30) days following the date such notice is given. None of the terms, covenants, obligations or rights contained in this Section 8.2 is or shall be deemed to be for the benefit of any person or entity other than the Members and the Company, and no such third person shall under any circumstances have any right to compel any actions or payments by the Managers and/or the Members.

8.3 ***Capital Accounts.***

(a) A separate Capital Account will be maintained for each Member. Each Member's Capital Account will be increased by (1) the amount of money contributed by such Member to the Company; (2) the fair market value of property contributed by such Member to the Company (net of liabilities secured by such contributed property that the Company is considered to assume or take subject to under Code Section 752); (3) allocations to such Member of Net Profits and Net Losses; and (4) allocations to such Member of income described in Code Section 705(a)(1)(B). Each Member's Capital Account will be decreased by (1) the amount of money distributed to such Member by the Company; (2) the fair market value of property distributed to such Member by the Company (net of liabilities secured by such distributed property that such Member is considered to assume or take subject to under Code Section 752); (3) allocations to such Member of expenditures described in Code Section 705(a)(2)(B); and (4) allocations to the account of such Member of Company loss and deduction as set forth in such Regulations, taking into account adjustments to reflect book value.

(b) In the event of a permitted sale or exchange of a Membership Interest or a Transferee Interest in the Company, the Capital Account of the transferor shall become the Capital Account of the Transferee to the extent it relates to the transferred Membership Interest or Transferee Interest in accordance with Section 1.704-1(b) (2) (iv) of the Treasury Regulations.

(c) The manner in which Capital Accounts are to be maintained pursuant to this Section 8.3 is intended to comply with the requirements of Code Section 704(b) and the Treasury Regulations promulgated thereunder. If the Company determines that the manner in which Capital Accounts are to be maintained pursuant to the preceding provisions of this Section 8.3 should be modified in order to comply with Code Section 704(b) and the Treasury Regulations, then notwithstanding anything to the contrary contained in the preceding provisions of this Section 8.3, the method in which Capital Accounts are maintained shall be so modified; provided, however, that any change in the manner of maintaining Capital Accounts shall not materially alter the economic agreement between or among the Members as set forth in this Agreement.

(d) Except as otherwise required in the Act (and subject to Sections 8.1 and 8.2), no Member or Transferee shall have any liability to restore all or any portion of a deficit balance in such Member's or Transferee's Capital Account.

8.4 ***Withdrawal or Reduction of Members' Contributions to Capital.***

(a) A Member or Transferee Interest Holder shall not receive out of the Company's property any part of its Capital Contribution until all liabilities of the Company, except liabilities to

Members on account of their Capital Contributions, have been paid or there remains property of the Company sufficient to pay them.

(b) A Member or Transferee Interest Holder, irrespective of the nature of its Capital Contribution, has only the right to demand and receive cash in return for its Capital Contribution.

(c) Notwithstanding anything to the contrary in this Agreement, a Member may withdraw from the Company only at the time or upon the occurrence of an event specified in this Agreement or in the Articles of Organization. No such event is specified in either the Articles of Organization or in this Agreement at the date hereof. A Member which violates the withdrawal prohibition in this Section shall be liable for breach of this Agreement and shall become a Transferee. A withdrawing Member shall not have a right to receive the fair value of receive the withdrawing member's Interest in the Company as of the date of the resignation but rather, shall have only such rights as a Transferee would have to receive distributions as are made by the Company in the discretion of the Managers.

ARTICLE IX

ALLOCATIONS, INCOME TAX, DISTRIBUTIONS, ELECTIONS AND REPORTS

9.1 ***Allocations of Income and Losses from Operations.***

The Net Income and Net Losses of the Company for each fiscal year, and each Member or Transferee's share of Cash Flow, will be allocated in accordance with the Percentage Interests schedule set forth in Exhibit A attached hereto, and, except as provided therein, the Percentage Interests of Members shall be proportionate to the amount of their Capital Accounts as determined hereinabove.

9.2 ***Special Tax Provisions As to Extraordinary Allocations, if Any, to Capital***

Allocations of Net Income and Net Losses other than those set forth above shall be made based upon the determinations of the tax accountants and attorneys employed by the Company, giving regard to the intention expressed hereinabove and otherwise herein, with respect to special or priority allocations if any, and with regard to federal partnership tax and capital accounting principles described in Section 8.3 hereinabove.

9.3 ***Distributions.***

Within the discretion of the Managers as to amounts, if any, and as to timing, the Managers may distribute Cash Flow to the Members, in accordance with their Percentage Interests .

9.4 ***Limitation upon Distributions.***

(a) No distributions or return of contributions shall be made and paid if, after the distribution or return of distribution is made either

(1) the Company would be insolvent; or

(2) the net assets of the Company would be less than zero.

(b) The Managers may base a determination that a distribution or return of contribution may be made under Section 9.4(a) in good faith reliance upon a balance sheet and profit and loss statement of the Company represented to be correct by the person having charge of its books of account or certified by an independent public or certified public accountant or firm of accountants to fairly reflect the financial condition of the Company.

9.5 ***Tax Accounting Principles.***

The income and losses of the Company shall be determined in accordance with sound tax accounting principles applied on a consistent basis using generally accepted tax accounting principles as applied consistent with the Code.

9.6 ***Interest on and Return of Capital Contributions.***

No Member shall be entitled to interest on its Capital Contribution or to a return of its Capital Contribution, except as otherwise provided in this Agreement.

9.7 ***Loans to Company.***

Nothing in this Agreement shall prevent any Member from making secured or unsecured loans to the Company by agreement with the Company, provided that such loans are arms-length transactions, containing terms customary in the lending industry at the time such loans were made.

9.8 ***Accounting Period.***

The Company's accounting period shall be the calendar year ("Fiscal Year").

9.9 ***Records, Audits and Reports.***

At the expense of the Company, the Managers shall maintain records and accounts of the operations and expenditures of the Company. At a minimum, the Company shall keep at its principal place of business the following records:

(a) A current list of the full name and last known address of each Member and Transferee setting forth the amount of cash each Member and Transferee has contributed, a description and statement of the agreed value of the other property or services, each Member and Transferee has contributed or has agreed to contribute in the future, and the date on which each became a Member or Transferee, and their respective Percentage Interest in the Company;

(b) A copy of the Articles of Organization of the Company and all amendments thereto together with executed copies of any powers of attorney pursuant to which any amendment has be executed;

(c) Copies of the Company's federal, state, and local income tax returns and reports, if any, for the three most recent years;

(d) Copies of the Company's currently effective written Agreement, all amendments thereto, and copies of any financial statements of the Company for the three most recent years;

(e) Notices of and minutes of every Member and Managers meeting,

(f) Any written consents obtained from Members for actions taken by Members without a meeting; and

(g) Unless contained in the Articles of Organization or the Agreement, a writing prepared by the Managers setting out the following:

(1) The times at which or events on the happening of which any additional contributions agreed to be made by each Member and Transferee are to be made.

(2) Any right of a Member or Transferee to receive distributions of include a return on all or any part of the Member or Transferee's contributions.

(3) Any power of a Member or Transferee to grant the right to become an assignee of any part of the Member's or Transferee's interest, and the terms and condition of the power.

9.10 ***Returns and Other Elections.***

The Managers shall cause the preparation and timely filing of tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. Copies of such returns, and pertinent information therefrom, shall be furnished to the Members within a reasonable time after the end of the Company's fiscal year upon the Members' written request. All elections permitted to be made by the Company under federal or state laws shall be made by the Managers in their sole discretion. It is the intention of the Members that the Company shall be taxed as a "Partnership" for federal, state, and local income tax purposes.

9.11 ***Tax Matters Partner.***

SIMON BERNSTEIN is designated the "Tax Matters Partner" (as defined in Code Section 6231), and is authorized and required to represent the Company (at the Company's expense), either directly, or through accounting or tax representatives, in connection with all examinations for the Company's affairs by tax authorities, including, without limitation administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. The Members agree to cooperate with each other and to do or refrain from doing any and all things reasonably required to conduct such proceedings.

ARTICLE X

TRANSFERABILITY

10.1 ***General.***

10.1.1. ***Transferees Not Members, Generally***. Except as otherwise set forth in Section 10.1.2, or with the consent of all of the Members, neither a Member nor a Transferee shall have the right, as to all or any part of its Membership Interest or Transferee Interest to:

(a) sell, assign, pledge, hypothecate, transfer, exchange or otherwise transfer for consideration (collectively, "sell" or, as context requires "selling"); or

(b) gift, bequeath or otherwise transfer for no consideration (whether or not by operation of law, except in the case of bankruptcy) (collectively, "gift").

Absent the written consent of all Members to the contrary or otherwise provided by law, the Interest of the Transferee shall be a Non-Voting Interest.

10.1.2 ***Transferees Who are Lineal Descendants of a Member***. Any Transferees who are lineal descendants of both SHIRLEY BERNSTEIN and SIMON BERNSTEIN, either directly, or indirectly, as beneficiaries of a Trust, or other entity beneficially owned solely for or by that Member (including, but not limited to a revocable trust established by a Member for the sole lifetime benefit of the Member or the Member's descendants) shall be Members upon their written agreement to be bound by the terms of this Agreement and shall be subject to the voting agreements described in Article V, hereinabove.

10.2 ***Right of First Refusal***.

(a) If a Selling Member desires to sell all or any portion of its Membership Interest in the Company to a third party purchaser, the Selling Member shall obtain from such third party purchaser a bona fide written offer to purchase such Interest, stating the terms and conditions upon which the purchase is to be made and the consideration offered; provided, however, the offer shall include a "tag along" or "take along" provision, pursuant to which, all Members have the right to sell a pro-rata portion (determined in accordance with the Percentage Interests of all of the Members) of their Interests to the third party. The Selling Member or Transferee shall give written notification to the remaining Members, by certified mail or personal delivery, of its intention to so transfer such Interest, furnishing to the remaining Members a copy of the written offer to purchase such Interest.

(b) Each of the remaining Members, on a basis pro rata to their Percentage Interests or on a basis pro rata to the Percentage Interests of those remaining Members exercising their rights of first refusal, shall have the right to exercise a right of first refusal to purchase all (but not less than all) of the Interest proposed to be purchased by the third party and sold by the Selling Member and the "tag along Members"upon the same terms and conditions as stated in the aforesaid written offer to purchase by giving written notification to the Selling Member and the "tag along Members", by certified mail or personal delivery, of the intention to do so within thirty (30) days after receiving written notice from the Selling Member. Subject to the following paragraph, the failure of the remaining Members to so notify the Selling Member and the "tag along Members" of their desire to exercise this right of first refusal within said thirty (30) day period shall result in the termination of the right of the first refusal and the Selling Member and the "tag along Members" shall be entitled to consummate the sale of its Interest in the Company to such third party purchaser, provided that the sale shall be consummated within sixty (60) days following the expiration of the aforesaid thirty (30) day period. In the event the remaining

Members (or any one or more of the remaining Members) give written notice to the Selling Member and the "tag along Members" of their desire to exercise this right of first refusal and to purchase all of the Interests of the Selling Member and the "tag along Members" offered upon the same terms and conditions as are stated in the aforesaid written offer to purchase, the remaining Members shall have the right to designate the time, date and place of closing, provided that the date of closing shall be within sixty (60) days after written notification to the Selling Member of the remaining Member or Members' election to exercise their right of the first refusal. In the event that two (2) or more Members give written notice of their desire to exercise their right of first refusal, absent an agreement between all the Members so exercising such right, each such Member exercising their right of first refusal shall be entitled to purchase that percentage of the selling Member's share according to the proportion that their Percentage Interests bears to the total Percentage Interests exercising such right of first refusal. The Members shall communicate with each other during the pendency of any offer made in accordance with the terms of this Section 10.2 in order to effectuate the intent of this Section.

(c) As a condition to the Company recognizing the effectiveness of either the sale or gift of an Interest in the Company (including, in both cases, a Transferee Interest), the remaining Members may require the Selling Member, Gifting Member and/or the proposed purchaser, donee or successor-in-interest, as the case may be, to execute, acknowledge and deliver to the remaining Members such instruments of transfer, assignment and assumption and such other certificates, representations and documents, and to perform all such other acts which the remaining Members' may deem necessary or desirable to:

(1) verify the purchase, gift or transfer, as the case may be;

(2) confirm that the person desiring, to acquire an Interest in the Company, or to be admitted as a Member, has accepted, assumed and agreed to be subject and bound by all of the terms, obligations and conditions of the Agreement (whether such Person is to be admitted as a new Member or as a Transferee);

(3) maintain the status of the Company as a partnership for federal tax purposes; and

(4) assure compliance with any applicable state and federal laws including securities laws and regulations.

(d) Any sale or gift of a Membership Interest or Transferee Interest in compliance with this Article X shall be deemed effective upon the last day of the calendar month in which all the terms and conditions hereof relating thereto have been satisfied. The admission of a Member in compliance with this Article X shall be deemed effective as of the last day of the calendar month in which the remaining Members' consent thereto was given. The Selling Member hereby indemnifies the Company and the remaining Members against any and all loss, damage, or expense (including, without limitation, tax liabilities or loss of tax benefits) arising directly or indirectly as a result of any transfer or purported transfer in violation of this Article X.

10.3 ***Permitted Transfer to Descendants & Spouse/Mandatory Offer at Death.***

10.3.1 ***No Mandatory Offer At Death***. If a Member's Interest is Transferred to a lineal descendant of the Member or Member's spouse, to a Trust or other entity beneficially owned solely for or by that Member, that Member's spouse, or the lineal descendant of that Member or Member's spouse, the Transferee shall not be required to sell or offer to sell his or her Interest, shall be eligible to become a Member pursuant to Sections 10.1.1 and 10.1.2 above, and shall be subject to the voting agreements described in Article V, above. If Members of the Company are trusts for the lifetime benefit of the lineal descendants of a Member either directly or indirectly, then the successors in interest to the Interests in the Company pursuant to the terms of such trusts shall be considered as Members hereof (regardless of indirect ownership as trust beneficiaries) as long as the beneficial interests are owned by the lineal descendants of the Member or their spouses, and said persons shall be subject to the voting agreements described in Article V, above.

10.3.2 ***Mandatory Offer At Death***. Except with transfers described in 10.3.1., above, the death of any Member or Transferee who owns an Interest shall constitute an offer by the Member's Estate, Trust, or other legal successor in interest, to sell all of the Member's Interest to the Company (the "Offer") at its fair market value (determined as of the date of death). The Company shall have one hundred eighty (180) days in which to accept the Offer at an agreed price, which acceptance shall be made by delivery of written notice thereof to the legal representative of the estate of the Member or Transferee, by certified mail or personal delivery, within said one hundred eighty (180) day period. If the Company does not elect to purchase the Interest within said one hundred eighty (180) day period, the remaining Members shall have the right, but are not required to, purchase the remaining part, or all, as the case may be, of the Interest at its fair market value (as determined herein) determined as of the date of death, in proportion to their existing Interests. Such right to purchase shall be exercised by delivery of written notice thereof, by certified mail or personal delivery, during the thirty (30) days immediately after the one hundred eighty (180) day period (the "30 Day Period"). If any such Member does not desire to purchase his/her or its full proportionate part of the Interest offered for sale, but the remaining Members desire to purchase all of the Interest offered for sale, said Members shall then have the right to purchase said Interest proportionally in accordance with their respective Interests and the Members shall communicate with each other during the 30 Day Period in order to effectuate the intent of this Section 10.3. Except as provided in Section 10.1.2 and 10.1.3, to the extent that any part, or all, of an Interest is not purchased under the provisions of this Section 10.3, the deceased's Member's Interest shall become a Transferee's Interest, if not owned beneficially or directly by another Member hereof. The purchase price shall be as agreed by the parties, and, unless otherwise agreed, shall be paid in cash at the closing, which shall occur no later than thirty (30) days after the end of the 30 Day Period. For purposes of this Agreement, the "fair market value" of an Interest is equal to its Percentage Interest multiplied by the value of the Company (as agreed by the parties). If the value of the Company is not agreed to by the parties, then for purposes of this Agreement "fair market value" of a Member's Interest shall be determined without reduction for minority, lack of marketability or other entity/Company level discounts, based upon a reasonable appraisal procedure to determine the fair market value of the Company's assets. The appraisal procedure shall be agreed upon by the Member and Company. If the parties cannot agree to an appraisal procedure, then an MAI appraiser shall be selected by the Personal Representative of the deceased Member's estate, and if the Company does not agree as to that appraiser, then the Company shall select its own appraiser and each MAI appraiser then shall select a third MAI appraiser and the average of all three (3) appraisals shall be the fair market value of the Interest. As set

forth hereinabove, fair market value" of a Member's Interest shall be determined without reduction for minority, lack of marketability or other entity/Company level discounts.

10.4 ***Transferee Not Member in Absence of Unanimous Consent.***

(a) Except as provided in Section 10.1.2 and 10.1.3, if all of the remaining Members do not approve by unanimous written consent of the proposed, sale or gift of the Transferring Member's Membership Interest to a transferee or donee which is not a Member immediately prior to the sale or gift, then the proposed transferee or donee shall have no right to participate in the management of the business and affairs of the Company or to become a Member. The transferee or donee shall be merely a Transferee entitled solely to economic rights to profits, losses and distributions and shall have no voting rights under this Agreement or in matters relating to the Company and its business; provided, however, any sale of a Transferee's interest in the Company should be subject to Section 10.2. No transfer of a Member's Interest in the Company (including any transfer of the Transferee Interest or any other transfer which has not been approved by unanimous written consent of the Members) shall be effective unless and until written notice (including the name and address of the proposed transferee or donee and the date of such transfer) has been provided to the Company and the nontransferring Member(s).

(b) Upon and contemporaneously with any sale or gift of a Transferring Member's Interest in the Company which does not at the same time transfer the balance of the rights associated with the Transferee Interest transferred by the Transferring Member (including, without limitation, the rights of the Transferring Member to participate in the management of the business and affairs of the Company), all remaining rights and interest which were owned by the Transferring Member immediately prior to such sale or gift or which were associated with the transferred Interest shall immediately lapse until the remaining Members, by unanimous written consent, reinstate such rights to the Transferee who did not previously obtain the unanimous written consent, reinstating such rights to a successor or transferee of such Transferee.

ARTICLE XI

ADDITIONAL MEMBERS

From the date of the formation of the Company, any Person or Entity acceptable to the Members by their unanimous vote thereof may become a Member in this Company for such consideration as the Members by their unanimous votes shall determine, subject to the terms and conditions of this Agreement. No new Members shall be entitled to any retroactive allocation of profits losses, income or expense deductions incurred by the Company. The Manager(s) may, at their option, at the time a Member is admitted, close the Company books (as though the Company's tax year has ended) or make pro rata allocations of income, loss, and expense deductions to a new Member for that portion of the Company's tax year in which a Member was admitted in accordance with the provisions of Code Section 706(d) and the Treasury Regulations promulgated thereunder.

ARTICLE XII

DISSOLUTION AND TERMINATION

12.1 ***Dissolution.***

(a) The Company shall be dissolved upon the occurrence of any of the following events:

(i) by the unanimous written consent of all Members; or

(ii) the sale, transfer or assignment of substantially all of the assets of the Company; or

(iii) as otherwise required by law.

12.2 ***Winding Up, Liquidation and Distribution of Assets.***

(a) Upon dissolution, an accounting shall be made by the Company's independent accountant of the accounts of the Company and of the Company's assets, liabilities and operations, from the date of the last previous accounting until the date of dissolution. The Managers shall immediately proceed to wind up the affairs of the Company.

(b) If the Company is dissolved and its affairs are to be wound up, the Managers shall:

(1) Sell or otherwise liquidate all of the Company's assets as promptly as practicable (except to the extent the Managers may determine to distribute any assets to the Members in kind),

(2) Allocate any profit or loss resulting from such sales to the Member's and Transferees' Capital Accounts in accordance with Article IX hereof.

(3) Discharge all liabilities of the Company, including liabilities to Members and Transferees who are creditors, to the extent other-wise permitted by law, other than liabilities to Members and Transferees for Distributions, and establish such Reserves as may be reasonably necessary to provide for contingent liabilities of the Company (for purposes of determining the Capital Accounts of the Members and Transferees, the amounts of such Reserves shall be deemed to be an expense of the Company),

(4) Distribute the remaining assets in the following order:

(i) If any assets of the Company are to be distributed in kind, the net fair market value of such assets as of the date of dissolution shall be determined by independent appraisal or by agreement of all of the Members. Such assets shall be deemed to have been sold as of the date of dissolution for their fair market value, and

the Capital Accounts of the Members and Transferees shall be adjusted pursuant to the provisions of Article IX and Section 8.3 of this Agreement to reflect such deemed sale.

(ii) To the Members and Transferees, pro rata, in accordance with the positive balance (if any) of each Member's and Transferee's Capital Account (as determined after taking into account all Capital Account adjustments for the Company's taxable year during, which the liquidation occurs) shall be distributed to the Members and Transferee either in cash or in kind, as determined by the Managers, with any assets distributed in kind being valued for: this purpose at their fair market value as determined pursuant to Section 12.2(b)(i).

(iii) Thereafter, to the Members and Transferee's pro rata, in accordance with their respective Percentage Interests.

(c) Notwithstanding anything to the contrary in this Agreement, upon a liquidation within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Treasury Regulations, if any Member has a Deficit Capital Account (after giving effect to all contributions, distributions, allocations and other Capital Account adjustments for all taxable years, including the year during which such liquidation occurs), such Member shall have no obligation to make any Capital Contribution, and the negative balance of such Member's Capital Account shall not be considered a debt owed by such Member to the Company or to any other Person for any purpose whatsoever.

(d) Upon completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated.

(e) The Manager(s) shall comply with all requirements of applicable law pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

12.3 ***Articles of Dissolution.***

When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed among its members in accordance with their respective rights and interests, a Articles of Dissolution of the Company shall be filed with the Florida Department of State.

12.4 ***Effect of Filing Articles of Dissolution.***

Upon the filing of Articles of Dissolution with the Florida Department of State, and upon issuance of the Certificate of Dissolution by the Department of the State, the existence of the Company shall cease, except for the purpose of suits, of the proceedings and appropriate action as provided in the Act. The Managers shall have authority to distribute any Company property discovered after dissolution, convey real estate and take such other action as may be necessary on behalf of and in the name of the Company.

12.5 ***Return of Contribution Nonrecourse to Other Members.***

Except as provided by law or as expressly provided in this Agreement, upon dissolution, each Member and Transferee shall look solely to the assets of the Company for the return of its Capital Contribution. If the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the cash contribution of one or more Members or Transferees, such Member(s) or Transferee(s) shall have no recourse against any other Member or Transferee, except as otherwise provided by law.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

13.1 ***Notices***.

Any notice, demand, or communication required or permitted to be given by any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered personally or by express mail or courier service (with receipt acknowledged) to the party or to an executive officer of the party to whom the same is directed, if telecopied (with receipt acknowledged) to the party or an executive officer of the party to whom the same is directed or, if sent by registered or certified mail, postage and charges prepaid, addressed to the Member's and/or Company's address, as appropriate, which is set forth in this Agreement. Except as otherwise provided herein any such notice shall be deemed to be given two (2) business days after the date on which the same was deposited in the United States mail, addressed and sent as aforesaid, if sent by mail or upon confirmation of receipt if delivered by telecopier, personal delivery or courier service.

13.2 ***Books of Account and Records***.

Proper and complete records and books of account shall be kept or shall be caused to be kept by the Managers in which shall be entered fully and accurately all transactions relating. to the Company's business in such detail and completeness as is customary and usual for businesses of the type engaged in by the Company. Such books and records shall be maintained as provided in Section 9.9. The books and records shall at all times be maintained at the principal place of business of the Company. Additionally, the Managers shall promptly distribute to all Members, copies of the Company' financial statements on an annual basis.

13.3 ***Application of Florida Law***.

This Agreement and its interpretation shall be governed exclusively by its terms and by the laws of the State of Florida, and specifically the Act.

13.4 ***Waiver of Action for Partition***.

Each Member and Transferee irrevocably waives during the term of the Company any right that it may have to maintain any action for partition with respect to the property of the Company.

13.5 ***Amendments***.

This Agreement may not be amended except in writing by the affirmative vote of a majority of the Members of the Company which vote must include the affirmative vote of the Manager. Any amendment changing either the Percentage Interests of the Members or any provision within Article V requires the unanimous vote of the Members.

13.6 ***Execution of Additional Instruments.***

Each Member hereby agrees to execute such other and further statements of interest and holdings, designations and other instruments necessary to comply with an laws, rules or regulations.

13.7 ***Construction.***

Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa.

13.8 ***Headings.***

The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision thereof

13.9 ***Waivers.***

The failure of any party to seek redress for default of or to insist upon the strict performance of any covenant of condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a default, from having the effect of an original default.

13.10 ***Rights and Remedies Cumulative.***

The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shah not preclude or waive the right to use any other remedy. Said rights and remedies are given in addition to any other legal rights that parties may have.

13.11 ***Severability.***

If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

13.12 ***Heirs, Successors and Assigns.***

Each and all of the covenants, terms, provisions and agreement herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors and assigns.

13.13 ***Creditors.***

None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company.

13.14 ***Counterparts***.

This Agreement may be executed in counterparts, each of shall be deemed an original but all of which shall constitute one and the same instrument.

13.15 ***Conflict of Interest Waiver***. The Members and the Company acknowledge that the law firm of TESCHER & SPALLINA, P.A. has represented the Company in connection with the drafting of this Agreement and the formation and structuring of the Company, and that said law firm also represents one or more of the Managers and Trustees. The Company and its Members acknowledge that they have been advised that there are material income tax consequences and economic ramifications from being a Member in the Company, that they fully understand the tax consequences and economic ramifications of a Member's investment in the Company, and that they have been encouraged to consult with separate and independent counsel to advise them on Company and Member issues including this Agreement and the formation of the Company. The Company and the Members hereby waive any conflicts of interest with respect to the foregoing law firm's representation of the Company and the afore described Members and owners of interests in entity Members, in connection with the services set forth in this Section.

==========

IN WITNESS WHEREOF, the parties hereto have caused their signatures to be set forth below on the day and year first above written.

Witnesses:

COMPANY:

BERNSTEIN FAMILY REALTY, LLC, a Florida limited liability company

By: _____
SIMON BERNSTEIN, Manager

MEMBERS:

DANIEL BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006

STANFORD TRUST COMPANY, Trustee

By: _____
LOUIS B. FOURNET, PRESIDENT
Name Title

JAKE BERNSTEIN IRREVOCABLE TRUST
dated September 7, 2006

STANFORD TRUST COMPANY, Trustee

By: _____
LOUIS B. FOURNET, PRESIDENT
Name Title

JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006

STANFORD TRUST COMPANY, Trustee

By: _____
LOUIS B. FOURNET, President
Name Title

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BERNSTEIN FAMILY REALTY, LLC

OPERATING AGREEMENT

EXHIBIT A

Member(s)	Percentage Interest*	Capital Contributions
DANIEL BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006	33.34%	$33.34
JAKE BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006	33.33%	$33.33
JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006	33.33%	$33.33

The addresses of all of the Members is 950 Peninsula Corporate Circle, Suite 3010, Boca Raton, Florida 33487.

*proportionate to capital accounts of Members

LIMITED LIABILITY COMPANY

OPERATING AGREEMENT

of

BERNSTEIN FAMILY REALTY, LLC

a Florida limited liability company

OPERATING AGREEMENT OF

BERNSTEIN FAMILY REALTY, LLC

This Limited Liability Company Agreement (the "Agreement") is made and entered into as of the ____ day of June, 2008, by and among BERNSTEIN FAMILY REALTY, LLC, a Florida limited liability company (the "Company"); STANFORD TRUST COMPANY, Trustee of the DANIEL BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006, STANFORD TRUST COMPANY, Trustee of the JAKE BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006, and STANFORD TRUST COMPANY, Trustee of the JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006, and any subsequent transferee as the Members ("Members"). The Members are herein sometimes referred to individually as a "Member" and collectively as "Members.

WITNESSETH:

WHEREAS, Articles of Organization for ***BERNSTEIN FAMILY REALTY, LLC*** (the "Company") were filed with the Florida Department of State on June 2, 2008.

WHEREAS, the Members desire to reduce their agreements to writing, to set forth the rights and obligations of the Members and the Manager.

NOW, THEREFORE, the Members and the Company hereby agree as follows:

ARTICLE I

DEFINITIONS

The following terms used in this Agreement shall have the following meanings:

(a) "***Act***" shall mean the Florida Limited Liability Company Act at F.S § 608.401, *et seq* and all amendments to the Act.

(b) "***Articles of Organization***" shall mean the Articles of Organization of ***BERNSTEIN FAMILY REALTY, LLC,*** as filed with the Department of State of Florida on June 2, 2008, and as may be amended from time to time.

(c) ***"Capital Contribution***" shall mean any contribution to the capital of the Company in cash or the fair market value of property by a Member whenever made, net of any liabilities secured by such contributed property.

(d) "***Capital Account***" as of any given date shall mean the Capital Contribution to the Company by a Member as adjusted up to such date pursuant to Article VIII.

(e) "***Code***" shall mean the Internal Revenue Code of 1986 or corresponding provisions of subsequent superseding federal revenue laws.

(f) "***Company***" shall refer to ***BERNSTEIN FAMILY REALTY, LLC***, a limited liability company formed under the laws of the State of Florida.

(g) "***Distributable Cash***" shall mean all cash, revenues and funds received by the Company from Company operations, less the sum of the following to the extent paid or set aside by the Company: (i) all principal and interest payments on indebtedness of the Company and all other sums paid to lenders; (ii) all cash expenditures incurred in the normal operation of the Company's business; and (iii) such Reserves as the Managers deem reasonably necessary for the proper operation of the Company's business.

(h) "***Entity***" shall mean any general partnership, limited liability partnership, limited partnership, limited liability limited partnerships, limited liability company, corporation, joint venture, trust, business trust, cooperative, association, foreign trust or foreign business organization.

(i) "***Gifting Member***" shall mean any Member who gifts, bequeaths or otherwise transfers for no consideration (by operation of law or otherwise, except with respect to bankruptcy) all or any part of its Membership Interest.

(j) "***Initial Capital Contribution***" shall mean the initial contribution to the capital of the Company pursuant to this Agreement.

(k) ***"Interest"*** shall mean "Percentage Interest" unless otherwise specifically agreed or in the case of special allocations.

(l) "***Majority Interest***" shall mean the Interests of Members, which in the aggregate exceed 50% of all Interests.

(m) "***Manager***" shall mean one or more managers designated as such pursuant to this Agreement or by subsequent vote of the Members. References to the Manager in the singular or as him, her, it, itself, or other like references shall also, where the context so requires, be deemed to include the plural or the masculine or feminine reference, as the case may be. Any Person may be named a Manager pursuant to this Agreement

(n) "***Member***" shall mean each of the parties who executes a counterpart of this Agreement as a Member and each of the parties who may hereafter become Members. To the extent a Manager has purchased a Membership Interest in the Company, he will have all the rights of a Member with respect to such Membership Interest, and the term "Member" as used herein shall include a Manager to the extent he has purchased such Membership Interest in the Company. If a Person is a Member immediately prior to the purchase or other acquisition by such Person of an Transferee Interest, such Person shall have all the rights of a Member with respect to such purchased or otherwise acquired Membership Interest or Transferee Interest, as the case may be.

(o) "***Membership Interest***" shall mean a Member's entire interest in the Company including such Member's Transferee Interest and, the right to participate in the management of the business and affairs of the Company, including the right to vote on, consent to, or otherwise participate in any decision or action of or by the Members granted pursuant to this Agreement and the Act.

(p) "***Net Income***" and "***Net Losses***" shall mean the income, gain, loss, deductions and credits of the Company in the aggregate or separately stated, as appropriate, determined in accordance with sound accounting principles employed under the cash method of accounting at the close of each fiscal year on the Company's tax return filed for federal income tax purposes.

(q) ***"Operating Agreement" (or "Agreement")*** shall mean this Operating Agreement of ***BERNSTEIN FAMILY REALTY, LLC,*** as originally executed and as amended from time to time.

(r) "***Percentage Interest***" shall mean, for any Member, the percentage interest that the Capital Account of the Member bears to the total Capital Accounts of all of the Members of the Company, as set forth at Section 9.1 herein, and Exhibit A, as may be changed from time to time by the unanimous vote of the Members.

(s) "***Person***" shall mean any individual or Entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such "Person" where the context so permits.

(t) "***Reserves***" shall mean funds set aside or amounts allocated to reserves which shall be maintained in amounts reasonably deemed sufficient by the Managers for working capital and to pay taxes, insurance, debt service or other costs or expenses incident to the ownership or operation of the Company's business.

(u) "***Selling Member***" shall mean any Member or Transferee which sells, assigns, pledges, hypothecates or otherwise transfers for consideration all or any portion of its Membership Interest or Transferee Interest.

(v) "***Transferee***" shall be person who has not been admitted by the Company as a Member Partner, but, by virtue of a Transfer of an Interest in the Company to said person, said person is entitled to a pro rata share of one or more of the Company's items of income, losses, credits, and distributions of the Company's assets pursuant to this Agreement and the Act, but said person shall not have, and is not entitled to any right to participate in the management or affairs of the Company, including, the right to vote on, consent to or otherwise participate in any decision of the Members or Manager.

(w) "***Transferring Member***" shall collectively mean a Selling Member and a Gifting Member.

(x) "***Treasury Regulations***" shall include proposed, temporary and final regulations promulgated under the Code.

ARTICLE II

FORMATION OF COMPANY

2.1 ***Organization.***

BERNSTEIN FAMILY REALTY, LLC, has been organized as a Florida limited liability company by executing and delivering the Articles of Organization to the Florida Department of State in accordance with and pursuant to the Act.

2.2 ***Name.***

The name of the Company is ***BERNSTEIN FAMILY REALTY, LLC***, and all business of the Company shall be conducted under that name unless a majority of the Members agree to the filing and use of a fictitious name.

2.3 ***Principal Place of Business.***

The initial principal place of business of the Company shall be 950 Peninsula Corporate Circle, Suite 3010, Boca Raton, Florida 33431. The Company may locate its places of business and registered office at any other place or places as the Manager may deem advisable.

2.4 ***Registered Office and Registered Agent.***

The Company's initial registered office shall be at the office of its registered agent in Florida, and the name of its initial registered agent shall be Donald R. Tescher, 2101 Corporate Blvd., Suite 107, Boca Raton, Florida, 33431. The registered office and registered agent may be changed by filing the address of the new registered office and/or the name of the new registered agent with the Florida Department of State pursuant to the Act.

2.5 ***Term.***

The term of the Company has filed Articles of Organization with the Florida Department of State, and shall have perpetual existence, unless the Company is earlier dissolved in accordance with either the provisions of this Agreement or the Act.

ARTICLE III

BUSINESS OF COMPANY

The business of the Company shall be to engage in management of investments, and closely-held business or real estate ventures, and such lawful activities as are reasonably necessary or useful to the furtherance of the forgoing purpose (the "Business").

ARTICLE IV

NAMES AND ADDRESSES OF MEMBERS

The names and addresses of the Members are listed on Exhibit A attached hereto and incorporated herein, as amended from time to time.

ARTICLE V

RIGHTS AND DUTIES OF MANAGERS

5.1 ***Management.***

5.1.1 ***General***. The business and affairs of the Company shall be managed by its Managers. The Managers shall direct, manage, and control the business of the Company. Except for situations in which the approval of the Members is expressly required by this Agreement or by nonwaivable provisions of the Act, the Managers shall have exclusive, sole, full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters, and to perform any and all other acts or activities customary or incident to the management of the Company's business. At any time when there is more than one Manager, any one Manager may take any action permitted to be taken by the Managers, unless the approval of more than one of the Managers is expressly required pursuant to this Agreement or the Act. The Managers may create a Board of Directors, and may also appoint individuals with or without titles, including the titles of General Manager, Executive Director, President, Vice President, Treasurer, Secretary, and Assistant Secretary, to act on behalf of the Company with such power and authority as the Managers or Board of Directors may delegate to any such Person.

5.1.2 ***Initial Managers/Designation of Managers/Voting***. The Members agree that the initial Manager of the Company is SIMON BERNSTEIN. Unless otherwise specifically agreed herein, business decisions of the Company shall be made by said Manager. The Members shall vote their Interests such that only the aforementioned person is Manager of the Company for so long as he is alive and not mentally disabled or incompetent. After proper notice, in the event of death or mental disability or incompetence of the Manager, the Members shall vote on and elect a new Manager.

5.2 ***Certain Powers of Managers***.

Without limiting the generality of Section 5.01, the Manager (or, if more than one Manager, then the Managers) shall have power and authority, on behalf of the Company to do the following:

(a) To acquire or lease property from any Person as the Managers may determine, whether or not such Person is directly or indirectly affiliated or connected with any Manager or Member;

(b) To borrow money for the Company from banks, other lending institutions, the Managers, Members, or affiliates of the Managers or Members on such terms as the Managers deem appropriate, and in connection therewith, to hypothecate, encumber and grant security interests in the assets of the Company to secure repayment of the borrowed sums. No debt shall be contracted or liability incurred by or on behalf of the Company except by the Managers, or to the extent permitted under the Act, by agents or employees of the Company expressly authorized to contract such debt or incur such liability by the Managers;

(c) To purchase liability and other insurance to protect the Company's property and business;

(d) To hold and own Company real and personal properties in the name of the Company;

(e) To invest Company funds in time deposits, short-term governmental obligations, commercial paper or other investments;

(f) To sell or otherwise dispose of all or substantially all of the assets of the Company as part of a single transaction or plan as long as such disposition is not in violation of or a cause of a default under any other agreement to which the Company may be bound;

(g) To execute on behalf of the Company all instruments and documents, including, without limitation, checks; drafts; notes and other negotiable instruments; mortgages or deeds of trust; security agreements; financing statements; documents providing for the acquisition, mortgage or disposition of the Company's property; assignments, bills of sale; leases; and any other instruments or documents necessary to the business of the Company;

(h) To employ accountants, legal counsel, managing agents or other experts to perform services for the Company;

(i) To enter into any and all other agreements on behalf of the Company, in such forms as the Managers may approve; and

(j) To do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business.

Unless authorized to do so by this Agreement or by the Manager of the Company, no attorney-in-fact, employee or other agent of the Company shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable for any purpose. No Member shall have any power or authority to bind the Company unless the Member has been authorized by the Manager to act as an agent of the Company in accordance with the previous sentence.

5.3 ***Liability for Certain Acts.***

Each Manager shall perform his duties as Manager in good faith, in a manner he or she reasonably believes to be in the best interests of the Company, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. A Manager shall not be liable to the Company or to any Member for any loss or damage sustained by the Company or any Member, unless the loss or damage shall have been the result of fraud, deceit, gross negligence, willful misconduct, unlawful acts, or a wrongful taking by the Manager.

5.4 ***No Exclusive Duty to Company.***

A Member or Manager shall not be required to manage the Company as his or her sole and exclusive function and may have other business interests and engage in activities in addition to those relating to the Company. Neither the Company nor any Member shall have any right, by virtue of this Agreement, to share or participate in such other investments or activities of a Manager or to the income or proceeds derived therefrom.

5.5 ***Bank Accounts.***

The Manager may from time to time open bank accounts in, the name of the Company, and the Manager shall be the sole signatory thereon, unless Members owning a Majority Interest determine otherwise.

5.6 ***Indemnity of the Managers, Employees and Other Agents.***

The Company shall, to the maximum extent permitted under the Act, indemnify and make advances for expenses to Managers, its employees, and other agents.

5.7 ***Resignation.***

Any Manager of the Company may resign at any time by giving written notice to the Members of the Company. The resignation of any Manager shall take effect upon receipt of notice thereof or at such later date specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The resignation of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of a Member.

5.8 ***Removal.***

A Manager shall not be subject to removal by vote of the Members except, if at all, pursuant to the provisions of this Agreement, as it may be amended by agreement of all of the Members.

5.9 ***Vacancies.***

To the extent not expressly provided for in Section 5.1.2 "Voting Agreement of Members," and only to said extent, if any: Any vacancy occurring for any reason in the number of Managers of the Company may be filled by the affirmative vote of Members holding a majority of the Percentage Interests present at an election at a meeting of Members called for that purpose or by the Members' unanimous written consent. A Manager elected to fill a vacancy shall be elected for the unexpired term of their predecessor in office and shall hold office until the expiration of such term and until their successor shall be elected and qualified or until the Manager's earlier death, resignation or removal. A Manager chosen to fill a position resulting from an increase in the number of Managers shall hold office until his successor shall be elected and qualified, or until his earlier death, resignation or removal.

5.10 ***Salaries.***

Each Manager shall receive annual compensation (the "Management Fee") if such compensation is agreed to by a majority of the Percentage Interest of the Members in writing, and and shall be entitled to reimbursement of reasonable and necessary expenses advanced on behalf of the Company.

ARTICLE VI

RIGHTS AND OBLIGATIONS OF MEMBERS

6.1 ***Limitation of Liability.***

Each Member's liability to the Company shall be limited as set forth in this Agreement, the Act and other applicable law.

6.2 ***Company Liability***. A Member will not be personally liable for any debts, obligations, liabilities or losses of the Company, whether arising in contract, tort, or otherwise, solely by reason of being a Member, beyond his respective Capital Contributions or any obligation of the Member under Sections 8.1 and 8.2 hereunder, except as provided in Section 6.7 or as otherwise required by law.

6.3 ***List of Members***.

Upon the written request of any Member, the Managers shall provide a list showing all of the names, addresses and Membership Interests and Transferee Interests in the Company.

6.4 ***Approval of Sale of All Assets***. The Managers shall have the right, to approve the sale, exchange or other disposition of all, or substantially all, of the Company's assets which is to occur as part of a single transaction or plan.

6.5 ***Company Books***.

The Managers shall maintain and preserve, during the term of the Company, the accounts, books, and other relevant Company documents described in Section 9.9. Upon reasonable written request, each Member and Transferee shall have the right, at any time during ordinary business hours, as reasonably determined by the Manager, to inspect and copy, at the requesting Member's or Transferee's expense, the Company documents required to be maintained under Section 608.4101 of the Act, and such other documents which the Managers, in their reasonable discretion, deem appropriate.

6.6 ***Priority and Return of Capital***.

Except as may be expressly provided in Article IX, no Member or Transferee shall have priority over any other Member or Transferee, either as to the return of Capital Contributions or as to Net Profits, Net Losses or distributions; provided that this Section shall not apply to loans which a Member has made to the Company.

6.7 ***Liability of a Member to the Company***.

A Member who receives a distribution or return in whole or in part of its contribution is liable to the Company only to the extent provided by the Act.

ARTICLE VII

MEETINGS OF MANAGERS AND MEMBERS

7.1 ***Meetings***.

Meetings of the Managers, for any purpose or purposes, may be called by any Manager. Meetings of the Members for any purpose or purposes, may be called by any Members holding at least 51% of the Percentage Interests of the Members.

7.2 ***Place of Meetings***.

The Managers may designate any location within the U.S., either within or outside the State of Florida, as the place of meeting for any meeting of the Members. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal place of business of the Company.

7.3 ***Notice of Meetings.***

Except as provided in Section 7.04, written notice stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called shall be delivered not less than five (5) nor more than thirty (30) days before the date of the meeting, either personally or by mail, by or at the direction of the Managers or Member or Members calling the meeting, to each Member or Manager entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered two (2) calendar days after being deposited in the United States mail, certified mail return receipt requested, addressed to the Member or to the Manager at its address as it appears on the books of the Company, with postage therein prepaid. Notice may also be given by telegram, teletype or facsimile, or other form of electronic communication. Managers and Members may participate in and hold meetings whereby all conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other. Participation by communications equipment shall constitute presence as the meeting, unless a Member or Manager is participating in the meeting for the express purpose of objecting to the transaction of any business on the ground the meeting is not lawfully called or convened.

7.4 ***Meeting of All Members and Meetings of All Managers.*** If all of the Members or all of the Managers shall meet at any time and place, and consent to the holding of a meeting at such time and place, such meeting shall be valid without call or notice, and at such meeting lawful action may be taken.

7.5 ***Record Date.***

For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof, or Members entitled to receive payment of any distribution, or in order to make a determination of Members for any other purpose, the date on which notice of the meeting is mailed or the date on which the resolution declared such distribution is adopted, as the case may be, shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Section, such determination shall apply to any adjournment thereof.

7.6 ***Quorum.***

Members holding at least fifty percent (50%) of all Percentage Interests, represented in person or by proxy, shall constitute a quorum at any meeting of Members, and if there is more than one Manager then serving, then a majority of the number of the then-serving Managers shall constitute a quorum at a meeting of the Managers, who shall be represented in person, and shall constitute a quorum at any meeting.

7.7 ***Manner of Acting.***

If a quorum is present, the affirmative vote of a majority of all of the Members represented at the meeting, who must hold a majority Percentage Interest in the Company, shall be the act of the Members, unless the vote of a greater or lesser proportion or number is otherwise required by the Act, or by this Agreement. Unless otherwise expressly provided herein or required under applicable law, only Members who have a Membership Interest may vote or consent upon any matter and their vote or consent, as the case may be, shall be counted in the determination of whether the matter was approved by the Members.

7.8 ***Proxies.***

At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by a duly authorized attorney-in-fact. Such proxy shall be filed with the Managers of the Company before or at the time of the meeting. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy. Managers shall not be able to vote by Proxies.

7.9 ***Action by Members Without a Meeting.***

Action required or permitted to be taken at a meeting of Members may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by each Member entitled to vote and delivered to the Managers of the Company for inclusion in the minutes or for filing with the Company records. Action taken under this Section is effective when all Members entitled to vote have signed the consent, unless the consent specifies a different effective date.

7.10 ***Waiver of Notice.***

When any notice is required to be given to any Member, a waiver thereof in writing signed by the person entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.

ARTICLE VIII

CONTRIBUTIONS TO THE COMPANY AND CAPITAL ACCOUNTS

8.1 ***Members' Initial Capital Contributions.***

Each Member shall contribute such amount as is set forth on the books and records of the Company. No interest shall accrue on any Capital Contribution and the Member shall not have the right to withdraw or be repaid any Capital Contribution except as provided in this Agreement.

8.2 ***Additional Contributions.***

A Member may, but shall not be obligated to, make such additional Capital Contributions as shall be determined by the Managers. Such additional Capital Contributions shall be reflected in the Account of the Contributing Member and shall not be a part of any other Member's Capital Account absent written agreement of the Members. After the making of any such determination, the Managers

shall give written notice to each Member of the amount of required additional contribution, if any, and each Member may deliver to the Company its pro rata share thereof (in proportion to the *respective* Percentage Interest of the Member on the date such notice is given) no later than thirty (30) days following the date such notice is given. None of the terms, covenants, obligations or rights contained in this Section 8.2 is or shall be deemed to be for the benefit of any person or entity other than the Members and the Company, and no such third person shall under any circumstances have any right to compel any actions or payments by the Managers and/or the Members.

8.3 ***Capital Accounts.***

(a) A separate Capital Account will be maintained for each Member. Each Member's Capital Account will be increased by (1) the amount of money contributed by such Member to the Company; (2) the fair market value of property contributed by such Member to the Company (net of liabilities secured by such contributed property that the Company is considered to assume or take subject to under Code Section 752); (3) allocations to such Member of Net Profits and Net Losses; and (4) allocations to such Member of income described in Code Section 705(a)(1)(B). Each Member's Capital Account will be decreased by (1) the amount of money distributed to such Member by the Company; (2) the fair market value of property distributed to such Member by the Company (net of liabilities secured by such distributed property that such Member is considered to assume or take subject to under Code Section 752); (3) allocations to such Member of expenditures described in Code Section 705(a)(2)(B); and (4) allocations to the account of such Member of Company loss and deduction as set forth in such Regulations, taking into account adjustments to reflect book value.

(b) In the event of a permitted sale or exchange of a Membership Interest or a Transferee Interest in the Company, the Capital Account of the transferor shall become the Capital Account of the Transferee to the extent it relates to the transferred Membership Interest or Transferee Interest in accordance with Section 1.704-1(b) (2) (iv) of the Treasury Regulations.

(c) The manner in which Capital Accounts are to be maintained pursuant to this Section 8.3 is intended to comply with the requirements of Code Section 704(b) and the Treasury Regulations promulgated thereunder. If the Company determines that the manner in which Capital Accounts are to be maintained pursuant to the preceding provisions of this Section 8.3 should be modified in order to comply with Code Section 704(b) and the Treasury Regulations, then notwithstanding anything to the contrary contained in the preceding provisions of this Section 8.3, the method in which Capital Accounts are maintained shall be so modified; provided, however, that any change in the manner of maintaining Capital Accounts shall not materially alter the economic agreement between or among the Members as set forth in this Agreement.

(d) Except as otherwise required in the Act (and subject to Sections 8.1 and 8.2), no Member or Transferee shall have any liability to restore all or any portion of a deficit balance in such Member's or Transferee's Capital Account.

8.4 ***Withdrawal or Reduction of Members' Contributions to Capital.***

(a) A Member or Transferee Interest Holder shall not receive out of the Company's property any part of its Capital Contribution until all liabilities of the Company, except liabilities to

Members on account of their Capital Contributions, have been paid or there remains property of the Company sufficient to pay them.

(b) A Member or Transferee Interest Holder, irrespective of the nature of its Capital Contribution, has only the right to demand and receive cash in return for its Capital Contribution.

(c) Notwithstanding anything to the contrary in this Agreement, a Member may withdraw from the Company only at the time or upon the occurrence of an event specified in this Agreement or in the Articles of Organization. No such event is specified in either the Articles of Organization or in this Agreement at the date hereof. A Member which violates the withdrawal prohibition in this Section shall be liable for breach of this Agreement and shall become a Transferee. A withdrawing Member shall not have a right to receive the fair value of receive the withdrawing member's Interest in the Company as of the date of the resignation but rather, shall have only such rights as a Transferee would have to receive distributions as are made by the Company in the discretion of the Managers.

ARTICLE IX

ALLOCATIONS, INCOME TAX, DISTRIBUTIONS, ELECTIONS AND REPORTS

9.1 ***Allocations of Income and Losses from Operations.***

The Net Income and Net Losses of the Company for each fiscal year, and each Member or Transferee's share of Cash Flow, will be allocated in accordance with the Percentage Interests schedule set forth in Exhibit A attached hereto, and, except as provided therein, the Percentage Interests of Members shall be proportionate to the amount of their Capital Accounts as determined hereinabove.

9.2 ***Special Tax Provisions As to Extraordinary Allocations, if Any, to Capital***

Allocations of Net Income and Net Losses other than those set forth above shall be made based upon the determinations of the tax accountants and attorneys employed by the Company, giving regard to the intention expressed hereinabove and otherwise herein, with respect to special or priority allocations if any, and with regard to federal partnership tax and capital accounting principles described in Section 8.3 hereinabove.

9.3 ***Distributions.***

Within the discretion of the Managers as to amounts, if any, and as to timing, the Managers may distribute Cash Flow to the Members, in accordance with their Percentage Interests .

9.4 ***Limitation upon Distributions.***

(a) No distributions or return of contributions shall be made and paid if, after the distribution or return of distribution is made either

(1) the Company would be insolvent; or

(2) the net assets of the Company would be less than zero.

(b) The Managers may base a determination that a distribution or return of contribution may be made under Section 9.4(a) in good faith reliance upon a balance sheet and profit and loss statement of the Company represented to be correct by the person having charge of its books of account or certified by an independent public or certified public accountant or firm of accountants to fairly reflect the financial condition of the Company.

9.5 ***Tax Accounting Principles.***

The income and losses of the Company shall be determined in accordance with sound tax accounting principles applied on a consistent basis using generally accepted tax accounting principles as applied consistent with the Code.

9.6 ***Interest on and Return of Capital Contributions.***

No Member shall be entitled to interest on its Capital Contribution or to a return of its Capital Contribution, except as otherwise provided in this Agreement.

9.7 ***Loans to Company.***

Nothing in this Agreement shall prevent any Member from making secured or unsecured loans to the Company by agreement with the Company, provided that such loans are arms-length transactions, containing terms customary in the lending industry at the time such loans were made.

9.8 ***Accounting Period.***

The Company's accounting period shall be the calendar year ("Fiscal Year").

9.9 ***Records, Audits and Reports.***

At the expense of the Company, the Managers shall maintain records and accounts of the operations and expenditures of the Company. At a minimum, the Company shall keep at its principal place of business the following records:

(a) A current list of the full name and last known address of each Member and Transferee setting forth the amount of cash each Member and Transferee has contributed, a description and statement of the agreed value of the other property or services, each Member and Transferee has contributed or has agreed to contribute in the future, and the date on which each became a Member or Transferee, and their respective Percentage Interest in the Company;

(b) A copy of the Articles of Organization of the Company and all amendments thereto together with executed copies of any powers of attorney pursuant to which any amendment has be executed;

(c) Copies of the Company's federal, state, and local income tax returns and reports, if any, for the three most recent years;

(d) Copies of the Company's currently effective written Agreement, all amendments thereto, and copies of any financial statements of the Company for the three most recent years;

(e) Notices of and minutes of every Member and Managers meeting,

(f) Any written consents obtained from Members for actions taken by Members without a meeting; and

(g) Unless contained in the Articles of Organization or the Agreement, a writing prepared by the Managers setting out the following:

(1) The times at which or events on the happening of which any additional contributions agreed to be made by each Member and Transferee are to be made.

(2) Any right of a Member or Transferee to receive distributions of include a return on all or any part of the Member or Transferee's contributions.

(3) Any power of a Member or Transferee to grant the right to become an assignee of any part of the Member's or Transferee's interest, and the terms and condition of the power.

9.10 ***Returns and Other Elections.***

The Managers shall cause the preparation and timely filing of tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. Copies of such returns, and pertinent information therefrom, shall be furnished to the Members within a reasonable time after the end of the Company's fiscal year upon the Members' written request. All elections permitted to be made by the Company under federal or state laws shall be made by the Managers in their sole discretion. It is the intention of the Members that the Company shall be taxed as a "Partnership" for federal, state, and local income tax purposes.

9.11 ***Tax Matters Partner.***

SIMON BERNSTEIN is designated the "Tax Matters Partner" (as defined in Code Section 6231), and is authorized and required to represent the Company (at the Company's expense), either directly, or through accounting or tax representatives, in connection with all examinations for the Company's affairs by tax authorities, including, without limitation administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. The Members agree to cooperate with each other and to do or refrain from doing any and all things reasonably required to conduct such proceedings.

ARTICLE X

TRANSFERABILITY

10.1 ***General.***

10.1.1. ***Transferees Not Members, Generally.*** Except as otherwise set forth in Section 10.1.2, or with the consent of all of the Members, neither a Member nor a Transferee shall have the right, as to all or any part of its Membership Interest or Transferee Interest to:

(a) sell, assign, pledge, hypothecate, transfer, exchange or otherwise transfer for consideration (collectively, "sell" or, as context requires "selling"); or

(b) gift, bequeath or otherwise transfer for no consideration (whether or not by operation of law, except in the case of bankruptcy) (collectively, "gift").

Absent the written consent of all Members to the contrary or otherwise provided by law, the Interest of the Transferee shall be a Non-Voting Interest.

10.1.2 ***Transferees Who are Lineal Descendants of a Member.*** Any Transferees who are lineal descendants of both SHIRLEY BERNSTEIN and SIMON BERNSTEIN, either directly, or indirectly, as beneficiaries of a Trust, or other entity beneficially owned solely for or by that Member (including, but not limited to a revocable trust established by a Member for the sole lifetime benefit of the Member or the Member's descendants) shall be Members upon their written agreement to be bound by the terms of this Agreement and shall be subject to the voting agreements described in Article V, hereinabove.

10.2 ***Right of First Refusal.***

(a) If a Selling Member desires to sell all or any portion of its Membership Interest in the Company to a third party purchaser, the Selling Member shall obtain from such third party purchaser a bona fide written offer to purchase such Interest, stating the terms and conditions upon which the purchase is to be made and the consideration offered; provided, however, the offer shall include a "tag along" or "take along" provision, pursuant to which, all Members have the right to sell a pro-rata portion (determined in accordance with the Percentage Interests of all of the Members) of their Interests to the third party. The Selling Member or Transferee shall give written notification to the remaining Members, by certified mail or personal delivery, of its intention to so transfer such Interest, furnishing to the remaining Members a copy of the written offer to purchase such Interest.

(b) Each of the remaining Members, on a basis pro rata to their Percentage Interests or on a basis pro rata to the Percentage Interests of those remaining Members exercising their rights of first refusal, shall have the right to exercise a right of first refusal to purchase all (but not less than all) of the Interest proposed to be purchased by the third party and sold by the Selling Member and the "tag along Members"upon the same terms and conditions as stated in the aforesaid written offer to purchase by giving written notification to the Selling Member and the "tag along Members", by certified mail or personal delivery, of the intention to do so within thirty (30) days after receiving written notice from the Selling Member. Subject to the following paragraph, the failure of the remaining Members to so notify the Selling Member and the "tag along Members" of their desire to exercise this right of first refusal within said thirty (30) day period shall result in the termination of the right of the first refusal and the Selling Member and the "tag along Members" shall be entitled to consummate the sale of its Interest in the Company to such third party purchaser, provided that the sale shall be consummated within sixty (60) days following the expiration of the aforesaid thirty (30) day period. In the event the remaining

Members (or any one or more of the remaining Members) give written notice to the Selling Member and the "tag along Members" of their desire to exercise this right of first refusal and to purchase all of the Interests of the Selling Member and the "tag along Members" offered upon the same terms and conditions as are stated in the aforesaid written offer to purchase, the remaining Members shall have the right to designate the time, date and place of closing, provided that the date of closing shall be within sixty (60) days after written notification to the Selling Member of the remaining Member or Members' election to exercise their right of the first refusal. In the event that two (2) or more Members give written notice of their desire to exercise their right of first refusal, absent an agreement between all the Members so exercising such right, each such Member exercising their right of first refusal shall be entitled to purchase that percentage of the selling Member's share according to the proportion that their Percentage Interests bears to the total Percentage Interests exercising such right of first refusal. The Members shall communicate with each other during the pendency of any offer made in accordance with the terms of this Section 10.2 in order to effectuate the intent of this Section.

(c) As a condition to the Company recognizing the effectiveness of either the sale or gift of an Interest in the Company (including, in both cases, a Transferee Interest), the remaining Members may require the Selling Member, Gifting Member and/or the proposed purchaser, donee or successor-in-interest, as the case may be, to execute, acknowledge and deliver to the remaining Members such instruments of transfer, assignment and assumption and such other certificates, representations and documents, and to perform all such other acts which the remaining Members' may deem necessary or desirable to:

(1) verify the purchase, gift or transfer, as the case may be;

(2) confirm that the person desiring, to acquire an Interest in the Company, or to be admitted as a Member, has accepted, assumed and agreed to be subject and bound by all of the terms, obligations and conditions of the Agreement (whether such Person is to be admitted as a new Member or as a Transferee);

(3) maintain the status of the Company as a partnership for federal tax purposes; and

(4) assure compliance with any applicable state and federal laws including securities laws and regulations.

(d) Any sale or gift of a Membership Interest or Transferee Interest in compliance with this Article X shall be deemed effective upon the last day of the calendar month in which all the terms and conditions hereof relating thereto have been satisfied. The admission of a Member in compliance with this Article X shall be deemed effective as of the last day of the calendar month in which the remaining Members' consent thereto was given. The Selling Member hereby indemnifies the Company and the remaining Members against any and all loss, damage, or expense (including, without limitation, tax liabilities or loss of tax benefits) arising directly or indirectly as a result of any transfer or purported transfer in violation of this Article X.

10.3 ***Permitted Transfer to Descendants & Spouse/Mandatory Offer at Death.***

10.3.1 ***No Mandatory Offer At Death***. If a Member's Interest is Transferred to a lineal descendant of the Member or Member's spouse, to a Trust or other entity beneficially owned solely for or by that Member, that Member's spouse, or the lineal descendant of that Member or Member's spouse, the Transferee shall not be required to sell or offer to sell his or her Interest, shall be eligible to become a Member pursuant to Sections 10.1.1 and 10.1.2 above, and shall be subject to the voting agreements described in Article V, above. If Members of the Company are trusts for the lifetime benefit of the lineal descendants of a Member either directly or indirectly, then the successors in interest to the Interests in the Company pursuant to the terms of such trusts shall be considered as Members hereof (regardless of indirect ownership as trust beneficiaries) as long as the beneficial interests are owned by the lineal descendants of the Member or their spouses, and said persons shall be subject to the voting agreements described in Article V, above.

10.3.2 ***Mandatory Offer At Death***. Except with transfers described in 10.3.1., above, the death of any Member or Transferee who owns an Interest shall constitute an offer by the Member's Estate, Trust, or other legal successor in interest, to sell all of the Member's Interest to the Company (the "Offer") at its fair market value (determined as of the date of death). The Company shall have one hundred eighty (180) days in which to accept the Offer at an agreed price, which acceptance shall be made by delivery of written notice thereof to the legal representative of the estate of the Member or Transferee, by certified mail or personal delivery, within said one hundred eighty (180) day period. If the Company does not elect to purchase the Interest within said one hundred eighty (180) day period, the remaining Members shall have the right, but are not required to, purchase the remaining part, or all, as the case may be, of the Interest at its fair market value (as determined herein) determined as of the date of death, in proportion to their existing Interests. Such right to purchase shall be exercised by delivery of written notice thereof, by certified mail or personal delivery, during the thirty (30) days immediately after the one hundred eighty (180) day period (the "30 Day Period"). If any such Member does not desire to purchase his/her or its full proportionate part of the Interest offered for sale, but the remaining Members desire to purchase all of the Interest offered for sale, said Members shall then have the right to purchase said Interest proportionally in accordance with their respective Interests and the Members shall communicate with each other during the 30 Day Period in order to effectuate the intent of this Section 10.3. Except as provided in Section 10.1.2 and 10.1.3, to the extent that any part, or all, of an Interest is not purchased under the provisions of this Section 10.3, the deceased's Member's Interest shall become a Transferee's Interest, if not owned beneficially or directly by another Member hereof. The purchase price shall be as agreed by the parties, and, unless otherwise agreed, shall be paid in cash at the closing, which shall occur no later than thirty (30) days after the end of the 30 Day Period. For purposes of this Agreement, the "fair market value" of an Interest is equal to its Percentage Interest multiplied by the value of the Company (as agreed by the parties). If the value of the Company is not agreed to by the parties, then for purposes of this Agreement "fair market value" of a Member's Interest shall be determined without reduction for minority, lack of marketability or other entity/Company level discounts, based upon a reasonable appraisal procedure to determine the fair market value of the Company's assets. The appraisal procedure shall be agreed upon by the Member and Company. If the parties cannot agree to an appraisal procedure, then an MAI appraiser shall be selected by the Personal Representative of the deceased Member's estate, and if the Company does not agree as to that appraiser, then the Company shall select its own appraiser and each MAI appraiser then shall select a third MAI appraiser and the average of all three (3) appraisals shall be the fair market value of the Interest. As set

forth hereinabove, fair market value" of a Member's Interest shall be determined without reduction for minority, lack of marketability or other entity/Company level discounts.

10.4 ***Transferee Not Member in Absence of Unanimous Consent.***

(a) Except as provided in Section 10.1.2 and 10.1.3, if all of the remaining Members do not approve by unanimous written consent of the proposed, sale or gift of the Transferring Member's Membership Interest to a transferee or donee which is not a Member immediately prior to the sale or gift, then the proposed transferee or donee shall have no right to participate in the management of the business and affairs of the Company or to become a Member. The transferee or donee shall be merely a Transferee entitled solely to economic rights to profits, losses and distributions and shall have no voting rights under this Agreement or in matters relating to the Company and its business; provided, however, any sale of a Transferee's interest in the Company should be subject to Section 10.2. No transfer of a Member's Interest in the Company (including any transfer of the Transferee Interest or any other transfer which has not been approved by unanimous written consent of the Members) shall be effective unless and until written notice (including the name and address of the proposed transferee or donee and the date of such transfer) has been provided to the Company and the nontransferring Member(s).

(b) Upon and contemporaneously with any sale or gift of a Transferring Member's Interest in the Company which does not at the same time transfer the balance of the rights associated with the Transferee Interest transferred by the Transferring Member (including, without limitation, the rights of the Transferring Member to participate in the management of the business and affairs of the Company), all remaining rights and interest which were owned by the Transferring Member immediately prior to such sale or gift or which were associated with the transferred Interest shall immediately lapse until the remaining Members, by unanimous written consent, reinstate such rights to the Transferee who did not previously obtain the unanimous written consent, reinstating such rights to a successor or transferee of such Transferee.

ARTICLE XI

ADDITIONAL MEMBERS

From the date of the formation of the Company, any Person or Entity acceptable to the Members by their unanimous vote thereof may become a Member in this Company for such consideration as the Members by their unanimous votes shall determine, subject to the terms and conditions of this Agreement. No new Members shall be entitled to any retroactive allocation of profits losses, income or expense deductions incurred by the Company. The Manager(s) may, at their option, at the time a Member is admitted, close the Company books (as though the Company's tax year has ended) or make pro rata allocations of income, loss, and expense deductions to a new Member for that portion of the Company's tax year in which a Member was admitted in accordance with the provisions of Code Section 706(d) and the Treasury Regulations promulgated thereunder.

ARTICLE XII

DISSOLUTION AND TERMINATION

12.1 ***Dissolution***.

(a) The Company shall be dissolved upon the occurrence of any of the following events:

(i) by the unanimous written consent of all Members; or

(ii) the sale, transfer or assignment of substantially all of the assets of the Company; or

(iii) as otherwise required by law.

12.2 ***Winding Up, Liquidation and Distribution of Assets***.

(a) Upon dissolution, an accounting shall be made by the Company's independent accountant of the accounts of the Company and of the Company's assets, liabilities and operations, from the date of the last previous accounting until the date of dissolution. The Managers shall immediately proceed to wind up the affairs of the Company.

(b) If the Company is dissolved and its affairs are to be wound up, the Managers shall:

(1) Sell or otherwise liquidate all of the Company's assets as promptly as practicable (except to the extent the Managers may determine to distribute any assets to the Members in kind),

(2) Allocate any profit or loss resulting from such sales to the Member's and Transferees' Capital Accounts in accordance with Article IX hereof.

(3) Discharge all liabilities of the Company, including liabilities to Members and Transferees who are creditors, to the extent other-wise permitted by law, other than liabilities to Members and Transferees for Distributions, and establish such Reserves as may be reasonably necessary to provide for contingent liabilities of the Company (for purposes of determining the Capital Accounts of the Members and Transferees, the amounts of such Reserves shall be deemed to be an expense of the Company),

(4) Distribute the remaining assets in the following order:

(i) If any assets of the Company are to be distributed in kind, the net fair market value of such assets as of the date of dissolution shall be determined by independent appraisal or by agreement of all of the Members. Such assets shall be deemed to have been sold as of the date of dissolution for their fair market value, and

the Capital Accounts of the Members and Transferees shall be adjusted pursuant to the provisions of Article IX and Section 8.3 of this Agreement to reflect such deemed sale.

(ii) To the Members and Transferees, pro rata, in accordance with the positive balance (if any) of each Member's and Transferee's Capital Account (as determined after taking into account all Capital Account adjustments for the Company's taxable year during, which the liquidation occurs) shall be distributed to the Members and Transferee either in cash or in kind, as determined by the Managers, with any assets distributed in kind being valued for: this purpose at their fair market value as determined pursuant to Section 12.2(b)(i).

(iii) Thereafter, to the Members and Transferee's pro rata, in accordance with their respective Percentage Interests.

(c) Notwithstanding anything to the contrary in this Agreement, upon a liquidation within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Treasury Regulations, if any Member has a Deficit Capital Account (after giving effect to all contributions, distributions, allocations and other Capital Account adjustments for all taxable years, including the year during which such liquidation occurs), such Member shall have no obligation to make any Capital Contribution, and the negative balance of such Member's Capital Account shall not be considered a debt owed by such Member to the Company or to any other Person for any purpose whatsoever.

(d) Upon completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated.

(e) The Manager(s) shall comply with all requirements of applicable law pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

12.3 ***Articles of Dissolution.***

When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed among its members in accordance with their respective rights and interests, a Articles of Dissolution of the Company shall be filed with the Florida Department of State.

12.4 ***Effect of Filing Articles of Dissolution.***

Upon the filing of Articles of Dissolution with the Florida Department of State, and upon issuance of the Certificate of Dissolution by the Department of the State, the existence of the Company shall cease, except for the purpose of suits, of the proceedings and appropriate action as provided in the Act. The Managers shall have authority to distribute any Company property discovered after dissolution, convey real estate and take such other action as may be necessary on behalf of and in the name of the Company.

12.5 ***Return of Contribution Nonrecourse to Other Members.***

Except as provided by law or as expressly provided in this Agreement, upon dissolution, each Member and Transferee shall look solely to the assets of the Company for the return of its Capital Contribution. If the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the cash contribution of one or more Members or Transferees, such Member(s) or Transferee(s) shall have no recourse against any other Member or Transferee, except as otherwise provided by law.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

13.1 ***Notices.***

Any notice, demand, or communication required or permitted to be given by any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered personally or by express mail or courier service (with receipt acknowledged) to the party or to an executive officer of the party to whom the same is directed, if telecopied (with receipt acknowledged) to the party or an executive officer of the party to whom the same is directed or, if sent by registered or certified mail, postage and charges prepaid, addressed to the Member's and/or Company's address, as appropriate, which is set forth in this Agreement. Except as otherwise provided herein any such notice shall be deemed to be given two (2) business days after the date on which the same was deposited in the United States mail, addressed and sent as aforesaid, if sent by mail or upon confirmation of receipt if delivered by telecopier, personal delivery or courier service.

13.2 ***Books of Account and Records.***

Proper and complete records and books of account shall be kept or shall be caused to be kept by the Managers in which shall be entered fully and accurately all transactions relating. to the Company's business in such detail and completeness as is customary and usual for businesses of the type engaged in by the Company. Such books and records shall be maintained as provided in Section 9.9. The books and records shall at all times be maintained at the principal place of business of the Company. Additionally, the Managers shall promptly distribute to all Members, copies of the Company' financial statements on an annual basis.

13.3 ***Application of Florida Law.***

This Agreement and its interpretation shall be governed exclusively by its terms and by the laws of the State of Florida, and specifically the Act.

13.4 ***Waiver of Action for Partition.***

Each Member and Transferee irrevocably waives during the term of the Company any right that it may have to maintain any action for partition with respect to the property of the Company.

13.5 ***Amendments.***

This Agreement may not be amended except in writing by the affirmative vote of a majority of the Members of the Company which vote must include the affirmative vote of the Manager. Any amendment changing either the Percentage Interests of the Members or any provision within Article V requires the unanimous vote of the Members.

13.6 ***Execution of Additional Instruments.***

Each Member hereby agrees to execute such other and further statements of interest and holdings, designations and other instruments necessary to comply with an laws, rules or regulations.

13.7 ***Construction.***

Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa.

13.8 ***Headings.***

The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision thereof

13.9 ***Waivers.***

The failure of any party to seek redress for default of or to insist upon the strict performance of any covenant of condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a default, from having the effect of an original default.

13.10 ***Rights and Remedies Cumulative.***

The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shah not preclude or waive the right to use any other remedy. Said rights and remedies are given in addition to any other legal rights that parties may have.

13.11 ***Severability.***

If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

13.12 ***Heirs, Successors and Assigns.***

Each and all of the covenants, terms, provisions and agreement herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors and assigns.

13.13 ***Creditors.***

None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company.

13.14 ***Counterparts***.

This Agreement may be executed in counterparts, each of shall be deemed an original but all of which shall constitute one and the same instrument.

13.15 ***Conflict of Interest Waiver***. The Members and the Company acknowledge that the law firm of TESCHER & SPALLINA, P.A. has represented the Company in connection with the drafting of this Agreement and the formation and structuring of the Company, and that said law firm also represents one or more of the Managers and Trustees. The Company and its Members acknowledge that they have been advised that there are material income tax consequences and economic ramifications from being a Member in the Company, that they fully understand the tax consequences and economic ramifications of a Member's investment in the Company, and that they have been encouraged to consult with separate and independent counsel to advise them on Company and Member issues including this Agreement and the formation of the Company. The Company and the Members hereby waive any conflicts of interest with respect to the foregoing law firm's representation of the Company and the afore described Members and owners of interests in entity Members, in connection with the services set forth in this Section.

==========

IN WITNESS WHEREOF, the parties hereto have caused their signatures to be set forth below on the day and year first above written.

Witnesses:

COMPANY:

BERNSTEIN FAMILY REALTY, LLC, a Florida limited liability company

By: _____
SIMON BERNSTEIN, Manager

MEMBERS:

DANIEL BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006

STANFORD TRUST COMPANY, Trustee

By: _____
LOUIS B. FOURNET, PRESIDENT
Name Title

JAKE BERNSTEIN IRREVOCABLE TRUST
dated September 7, 2006

STANFORD TRUST COMPANY, Trustee

Raven Bass
Eloska M. Lynch

By: _____
LOUIS B. FOURNET, PRESIDENT
Name Title

JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006

STANFORD TRUST COMPANY, Trustee

Raven Bass
Eloska M. Lynch

By: _____
LOUIS B. FOURNET, PRESIDENT
Name Title

F:\WPDATA\drt\Bernstein, Shirley & Simon\Bernstein Family Realty, LLC\Bernstein Family Realty LLC Operating Agreement.wpd

BERNSTEIN FAMILY REALTY, LLC

OPERATING AGREEMENT

EXHIBIT A

Member(s)	Percentage Interest*	Capital Contributions
DANIEL BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006	33.34%	$33.34
JAKE BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006	33.33%	$33.33
JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006	33.33%	$33.33

The addresses of all of the Members is 950 Peninsula Corporate Circle, Suite 3010, Boca Raton, Florida 33487.

*proportionate to capital accounts of Members

You may be required to file and pay tax electronically. Learn more.

More Information

- Whom to Call
- Seminars Offered
- Reference Sheet (5/08)

Florida's Documentary Stamp Tax

Find out what documents are taxable, how the tax is calculated, and who collects the tax.

Which Documents Require Documentary Stamp Tax?

Documentary stamp tax is levied on documents as provided under Chapter 201, Florida Statutes.
Documents subject to the tax include:

- Deeds
- Bonds
- Notes and written obligations to pay money
- Mortgages, liens, and other evidences of indebtedness

Deeds

The tax rate for documents that transfer an interest in real property is $.70 per $100 (or portion thereof) of the total consideration paid, or to be paid, for the transfer. An exception is Miami-Dade County, where the rate is $.60 per $100 (or portion thereof) when the property is a single-family residence. If the Miami-Dade property is anything other than a single-family residence, the tax rate is $.60 plus $.45 surtax per $100 (or portion thereof).

Examples of documents that may transfer interest in real property include:

- Warranty deeds
- Quit claim deeds
- Contracts for timber, gas, oil, or mineral rights
- Easements
- Contracts or agreements for deed
- Assignments of contract or agreement for deed
- Assignments of leasehold interest
- Assignments of beneficial interest in a trust
- Deeds in lieu of foreclosure

Consideration generally consists of:

- Money paid or to be paid
- Discharge of an obligation
- Mortgage or other lien encumbering the property
- Exchange of property
- Any other monetary consideration or consideration which has value

When the consideration paid or exchanged for real property is property other than money, the consideration is equal to the fair market value of the real property.

A document that transfers an interest in real property between a husband and wife may be subject to documentary stamp tax. If the property is mortgaged, tax is generally due on half of the outstanding balance of the mortgages encumbering the property. Tax is generally not due if the property is not mortgaged or if the marital home is transferred between former spouses due to a divorce.

Bonds

Documentary stamp tax is due upon the original issuance of bonds in Florida. The tax rate is $.35 per $100 (or portion thereof) based upon the face value of the bond.

Notes and Other Written Obligations to Pay Money

The tax rate on a written obligation to pay money is $.35 for each $100 (or portion thereof) of the obligation evidenced by the document. Tax is due on a document that contains a promise to pay a specific amount of money and is signed, executed, or delivered in Florida. The maximum amount of documentary stamp tax due on unsecured notes or other written obligations to pay money is $2,450.

Examples include:

- Demand notes
- Term notes
- Retail installment sale contracts
- Certain renewal notes
- Title loans

Mortgages, Liens, and Other Evidences of Indebtedness

Documentary stamp tax is due on a mortgage, lien, or other evidence of indebtedness filed or recorded in Florida. The tax rate is $.35 per $100 (or portion thereof) and is based on the amount of the indebtedness or obligation secured, even if the indebtedness is contingent. When a mortgage, lien, or other evidence of indebtedness is given to secure a previously unsecured indebtedness or obligation upon which the maximum tax of $2,450 was paid, tax is due on the full amount of the indebtedness or obligation secured, minus the $2,450 already paid.

Exemptions

Documentary stamp tax is payable by any of the parties to a taxable transaction. If one party is exempt, the tax is required of the nonexempt party. United States government agencies; Florida government agencies; and Florida's counties, municipalities, and political subdivisions are exempt from documentary stamp tax.

Certain documents are exempted from documentary stamp tax by Florida Statutes or federal law. If you are unsure whether a document is exempt, contact Taxpayer Services, Monday through Friday, 8 a.m. to 7 p.m., ET, at 800-352-3671.

Collecting and Paying the Tax

Non-registered persons who have less than five (5) taxable transactions per month must use Form DR-228, *Documentary Stamp Tax Return for Nonregistered Taxpayers' Unrecorded Documents*, to pay tax.

Any person with five (5) or more taxable transactions per month must register with us. You can register to collect and/or report tax through our Internet site. You must complete an online Enrollment/Authorization for e-Services. To enroll go to www.myflorida.com/dor/. If you do not have Internet access, you can complete a paper *Application to Collect and/or Report Tax in Florida* (Form DR-1).

Registered taxpayers must use their personalized *Documentary Stamp Tax Return for Registered Taxpayers' Unrecorded Documents* (Form DR-225) to pay tax.

Penalty and Interest

A **penalty** of 10 percent per month, of the amount of tax owed, not to exceed 50 percent and a floating rate of **interest** is imposed on any document upon which proper tax is not timely paid. A minimum penalty is assessed on late returns, even if no tax is due. The rate of interest is updated January 1 and July 1 of each year by using the formula established in section 213.235, Florida Statutes. We post current and prior period interest rates on our Internet site, or contact Taxpayer Services at 800-352-3671.

Reference Material

Tax Laws

Call Taxpayer Services to request a copy of Rule 12B-4, Florida

Administrative Code and Chapter 201, Florida Statutes. Tax laws are also available on the Department's Florida Tax Law Library.

For Information and Forms

To speak with a Department of Revenue representative, call Taxpayer Services, Monday through Friday, 8 a.m. to 7 p.m., ET, at 800-352-3671, or call the service center nearest you.

Persons with hearing or speech impairments may call the TDD at 800-367-8331 *or* 850-922-1115.

To receive forms by mail:

- Order multiple copies of forms from our Internet site, *or*
- Mail **form requests** to:
  Distribution Center
  Florida Department of Revenue
  168A Blountstown Hwy
  Tallahassee FL 32304-3761

Department of Revenue service centers host educational seminars about Florida's taxes. Visit our Free Tax Seminars internet page to get a schedule of upcoming seminars and to register.

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CFN 20080241510
OR BK 22723 PG 0689
RECORDED 06/26/2008 09:06:17
Palm Beach County, Florida
ANT 360,000.00
Doc Stamp 2,520.00
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0689 - 690; (2pgs)

Prepared by and return to:
John M. Cappeller, Jr.

Florida Title & Closing Co.
350 Camino Gardens Blvd. Suite 303
Boca Raton, FL 33432
561-392-3636
File Number: FT08-087
Will Call No.: 159

Parcel Identification No. 06-42-47-10-02-007-0680

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 18th day of **June, 2008** between **Walter E. Sahm and Patricia Sahm, his wife** whose post office address is **8230 SE 177th Winterthur Loop, The Villages, FL 32162** of the County of **Marion**, State of **Florida**, grantor*, and **Bernstein Family Realty, LLC, a Florida limited liability company** whose post office address is **950 Peninsula Corporate Circle, Suite 3010, Boca Raton, FL 33431** of the County of **Palm Beach**, State of **Florida**, grantee*,

Witnesseth that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Palm Beach County, Florida**, to-wit:

Lot 68, Block G, BOCA MADERA UNIT 2, according to the Plat thereof, recorded in Plat Book 32, Pages 59 AND 60, of the Public Records of Palm Beach County, Florida.

Subject to restrictions, reservations and easements of record and taxes for the year 2008 and thereafter

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

DoubleTime®

STANFORD

Simon & Shirley Bernstein
Valuations as of 5/28/2008

ACCOUNT	TYPE/MANAGER	MARKET VALUE	MONEY FUNDS CASH Available	NET WORTH
N13010017	Simon & Shirley			$ 952.41
NJF010213	Portfolio Advisor - Mngd by Locke Global			$ 245,675.54
	Simon & Shirley			
NJF010221	SAS			$ 791,391.99
	Simon & Shirley			
NJF010668	SAS			$ 1,480,202.76
	Simon TOD			
NM2010368	"Pro-Cash" Account		$ 80.87	$ 80.87
	Simon & Shirley			
NM2011036	"Pro-Cash" Account		$ 839,281.25	$ 839,281.25
	Simon TOD			
NM2011036	Simon & Shirley Joint MAP			$ 782,114.05
NJF010312	National Services Pension Plan			$ 1,091,849.00
	SAS			
	Stanford International Bank CD's:			
	3 yr - 8.25% - 9.36% APY	$ 276,143.52		$ 276,143.52
	3 yr - 8.25% - 9.36% APY	$ 777,265.13		$ 777,265.13
	SIB CD Total = $ 1,053,408.65			
	(values as of 5/28/08)			
	Hedge Funds (value as of 4/30/08)			
	Hedged Equities			$ 347,658.00
	Multi-Strategy			$ 296,319.00
	Hedge Fund Total = $ 643,977.00			
	Total:	**$ 1,053,408.65**	**$ 839,362.12**	**$ 6,928,933.52**

STANFORD

Simon & Shirley Bernstein
Valuations as of 5/28/2008

* N13010017 - Current Loan Outstanding $ 708,579.03 as of 5/29/2008

* The underlying data has been obtained from sources considered to be reliable. The information is believed to be accurate but there is no assurance that it is so. This evaluation is for informational purposes only and is not intended to be an offer, solicitation or recommendation with respect to the purchase or sale of any security or a recommendation of the services supplied by any money management organziation.

Certified Copy

I certify the attached is a true and correct copy of the Articles of Organization of BERNSTEIN FAMILY REALTY LLC, a limited liability company organized under the laws of the state of Florida, filed electronically on June 02, 2008, as shown by the records of this office

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this limited liability company is L08000054043.

Authentication Code: 080603082250-700130528017#1

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Third day of June, 2008

Kurt S. Browning
Secretary of State

Electronic Articles of Organization For Florida Limited Liability Company

L08000054043
FILED 8:00 AM
June 02, 2008
Sec. Of State
gharvey

Article I

The name of the Limited Liability Company is:

BERNSTEIN FAMILY REALTY LLC

Article II

The street address of the principal office of the Limited Liability Company is:

950 PENINSULA CORPORATE CIRCLE
SUITE 3010
BOCA RATON, FL. 33487

The mailing address of the Limited Liability Company is:

950 PENINSULA CORPORATE CIRCLE
SUITE 3010
BOCA RATON, FL. 33487

Article III

The purpose for which this Limited Liability Company is organized is:

ANY AND ALL LAWFUL BUSINESS.

Article IV

The name and Florida street address of the registered agent is:

DONALD R TESCHER
2101 CORPORATE BLVD.
SUITE 107
BOCA RATON, FL. 33431

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: DONALD R. TESCHER

Article V

The name and address of managing members/managers are:

Title: MGR
SIMON BERNSTEIN
950 PENINSULA CORPORATE CIRCLE STE 3010
BOCA RATON, FL. 33431 US

Signature of member or an authorized representative of a member

Signature: ROBERT L. SPALLINA

L08000054043
FILED 8:00 AM
June 02, 2008
Sec. Of State
gharvey

Internal Revenue Service
United States Department of the Treasury

EIN Assistant

Your Progress: 1. Identity ✓ 2. Authenticate ✓ 3. Addresses ✓ 4. Details ✓ **5. EIN Confirmation**

Congratulations! The EIN has been successfully assigned.

EIN Assigned: **26-2735064**

Legal Name: **BERNSTEIN FAMILY REALTY LLC**

The confirmation letter will be mailed to the applicant. This letter will be the applicant's official IRS notice and will contain important information regarding the EIN. Allow up to 4 weeks for the letter to arrive by mail.

We strongly recommend you print this page for your records.

Click "Continue" to get additional information about using the new EIN. Continue >>

Help Topics

Can the EIN be used before the confirmation letter is received?

Internal Revenue Service
United States Department of the Treasury

EIN Assistant

Your Progress: 1. Identity 2. Authenticate 3. Addresses 4. Details 5. EIN Confirmation

Summary of your information

Please review the information you are about to submit. If any of the information below is incorrect, you will need to start a new application.

Click the "Submit" button at the bottom of the page to receive your EIN.

Help Topics

What is Form 1128?

Organization Type: LLC

LLC Information

Legal name:	**BERNSTEIN FAMILY REALTY LLC**
County:	**PALM BEACH**
State/Territory:	**FL**
Start date:	**JUNE 2008**
Closing month of accounting year:	**DECEMBER** (The closing month of the accounting year is defaulted to December due to your organization type. To change your closing month of accounting year, complete Form 1128.)
State/Territory where articles of organization are (or will be) filed:	**FL**

Addresses

Physical Location:	**950 PENINSULA CORP CIR STE 3010 BOCA RATON FL 33487**
Phone Number:	**561-988-8984**
TPD Name:	**ROBERT L SPALLINA**
TPD Address:	**2101 NW CORPORATE BLVD STE 107 BOCA RATON FL 33431**
TPD Phone Number:	**561-998-7847**

Responsible Party

Name:	**SIMON L BERNSTEIN MBR**
SSN/ITIN:	**XXX-XX-5211**

Principal Business Activity

What your business/organization does:	**OTHER**
Principal products/services:	**INVESTMENT**

Additional LLC Information

Owns a 55,000 pounds or greater highway motor vehicle:	**NO**
Involves gambling/wagering:	**NO**
Involves alcohol, tobacco or firearms:	**NO**
Files Form 720 (Quarterly Federal Excise Tax Return):	**NO**
Has employees who receive Forms W-2:	**NO**
Reason for Applying:	**STARTED A NEW BUSINESS**

We strongly recommend you print this summary page for your records as this will be your only copy of the application. You will not be able to return to this page after you click the "Submit" button.

Click "Submit" to send your request and receive your EIN. Submit

Once you submit, please wait while your application is being processed. It can take up to two minutes for your application to be processed.

Resignation of Trustees
Appointment of New Trustee
and Acceptance by New Trustee

This Resignation of Trustee ("Resignation") and Appointment of New Trustee is made by TRACI KRATISH, P.A. this 12th day of September 2007.

Whereas, on September 7, 2006 TRACI KRATISH, P.A. was appointed trustee of the DANIEL BERNSTEIN IRREVOCABLE TRUST ("the Trust"); and

Whereas, TRACI KRATISH, P.A. now wishes to resign as trustee of the Trust;

Now, therefore in consideration of ten dollars ($10.00) and other good and valuable considerations TRACI KRATISH, P.A. hereby resigns as trustee of the Trust. This resignation shall be effective on the thirty-first day (31st) day after this resignation is communicated to the beneficiary and the settlor. Upon this Resignation being effective, the trustee pursuant to Section 5.3 of the Trust appoints STANFORD TRUST COMPANY as the successor trustee.

Executed as of the date first above written.

Signed in the presence of:

Witnesses:

Print Name: Simon Bernstein

Print Name: Ted Bernstein

TRACI KRATISH, P.A., as trustee

By: _____
Traci Kratish, its President

STATE OF FLORIDA)
COUNTY OF PALM BEACH)SS.

The foregoing instrument was acknowledged before me this 12th day of September 2007 by Traci Kratish, as President of Traci Kratish, P.A. the trustee.

Diana Banks
Commission #DD318472
Expires: May 11, 2008
Bonded Thru
Atlantic Bonding Co., Inc.

Notary Public
My commission expires: May 11, 2008

Personally known ✓ OR Produced Identification _____
Type of identification produced: _____

Resignation of Trustees
Appointment of New Trustee
and Acceptance by New Trustee

This Resignation of Trustee ("Resignation") and Appointment of New Trustee is made by TRACI KRATISH, P.A. this 12th day of September 2007.

Whereas, on September 7, 2006 TRACI KRATISH, P.A. was appointed trustee of the JAKE BERNSTEIN IRREVOCABLE TRUST ("the Trust"); and

Whereas, TRACI KRATISH, P.A. now wishes to resign as trustee of the Trust;

Now, therefore in consideration of ten dollars ($10.00) and other good and valuable considerations TRACI KRATISH, P.A. hereby resigns as trustee of the Trust. This resignation shall be effective on the thirty-first day (31st) day after this resignation is communicated to the beneficiary and the settlor. Upon this Resignation being effective, the trustee pursuant to Section 5.3 of the Trust appoints STANFORD TRUST COMPANY as the successor trustee.

Executed as of the date first above written.

Signed in the presence of:

Witnesses:

Print Name: Simon Bernstein

Print Name:

TRACI KRATISH, P.A., as trustee

By:
Traci Kratish, its President

STATE OF FLORIDA)
COUNTY OF PALM BEACH)SS.

The foregoing instrument was acknowledged before me this 12th day of September 2007 by Traci Kratish, as President of Traci Kratish, P.A. the trustee.

Diana Banks
Commission #DD318472
Expires: May 11, 2008
Bonded Thru
Atlantic Bonding Co., Inc.

Notary Public
My commission expires: May 11, 2008

Personally known ✓ OR Produced Identification _____
Type of identification produced: _____

Resignation of Trustees
Appointment of New Trustee
and Acceptance by New Trustee

This Resignation of Trustee ("Resignation") and Appointment of New Trustee is made by TRACI KRATISH, P.A. this 12th day of September 2007.

Whereas, on September 7, 2006 TRACI KRATISH, P.A. was appointed trustee of the JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST ("the Trust"); and

Whereas, TRACI KRATISH, P.A. now wishes to resign as trustee of the Trust;

Now, therefore in consideration of ten dollars ($10.00) and other good and valuable considerations TRACI KRATISH, P.A. hereby resigns as trustee of the Trust. This resignation shall be effective on the thirty-first day (31st) day after this resignation is communicated to the beneficiary and the settlor. Upon this Resignation being effective, the trustee pursuant to Section 5.3 of the Trust appoints STANFORD TRUST COMPANY as the successor trustee.

Executed as of the date first above written.

Signed in the presence of:

Witnesses:

Print Name: Simon Bernstein

Print Name: Ted Bernstein

TRACI KRATISH, P.A., as trustee

By: _____
Traci Kratish, its President

STATE OF FLORIDA)
COUNTY OF PALM BEACH)SS.

The foregoing instrument was acknowledged before me this 12th day of September 2007 by Traci Kratish, as President of Traci Kratish, P.A. the trustee.

Diana Banks
Commission #DD318472
Expires: May 11, 2008
Bonded Thru
Atlantic Bonding Co., Inc.

_____
Notary Public
My commission expires: May 11, 2008

Personally known ✓ OR Produced Identification _____
Type of identification produced: _____

Certified Copy

I certify the attached is a true and correct copy of the Articles of Organization of BERNSTEIN FAMILY REALTY LLC, a limited liability company organized under the laws of the state of Florida, filed electronically on June 02, 2008, as shown by the records of this office

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this limited liability company is L08000054043.

Authentication Code: 080603082250-700130528017#1

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Third day of June, 2008

Kurt S. Browning
Secretary of State

Electronic Articles of Organization For Florida Limited Liability Company

L08000054043
FILED 8:00 AM
June 02, 2008
Sec. Of State
gharvey

Article I

The name of the Limited Liability Company is:

BERNSTEIN FAMILY REALTY LLC

Article II

The street address of the principal office of the Limited Liability Company is:

950 PENINSULA CORPORATE CIRCLE
SUITE 3010
BOCA RATON, FL. 33487

The mailing address of the Limited Liability Company is:

950 PENINSULA CORPORATE CIRCLE
SUITE 3010
BOCA RATON, FL. 33487

Article III

The purpose for which this Limited Liability Company is organized is:

ANY AND ALL LAWFUL BUSINESS.

Article IV

The name and Florida street address of the registered agent is:

DONALD R TESCHER
2101 CORPORATE BLVD.
SUITE 107
BOCA RATON, FL. 33431

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: DONALD R. TESCHER

Article V

The name and address of managing members/managers are:

Title: MGR
SIMON BERNSTEIN
950 PENINSULA CORPORATE CIRCLE STE 3010
BOCA RATON, FL. 33431 US

Signature of member or an authorized representative of a member

Signature: ROBERT L. SPALLINA

L08000054043
FILED 8:00 AM
June 02, 2008
Sec. Of State
gharvey

RE/MAX® Advantage Plus

Contract for Sale and Purchase

FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR

THIS FORM HAS BEEN APPROVED FOR USE BY THE FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR

PARTIES: Walter E. Sahm Jr. & Patricia Sahm ("Seller"), and Traci Kratish, P.A. Trustee of The Joshua Z. Bernstein Irrevocable Trust dated 9/7/2006 as to an individed 1/3 interest; Traci* ("Buyer"), hereby agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property") pursuant to the terms and conditions of this Contract for Sale and Purchase and any riders and addenda ("Contract"):

I. DESCRIPTION:

(a) Legal description of the Real Property located in Palm Beach County, Florida: Boca Madera Unit 2 LT 68 BLK 7

(b) Street address, city, zip, of the Property: 2753 N.W. 34th St. Boca Raton, FL 33434

(c) Personal Property includes existing range(s), refrigerator(s), dishwasher(s), ceiling fan(s), light fixture(s), and window treatment(s) unless specifically excluded below.

Other items included are: washer, dryer, microwave oven, all fixtures.

Items of Personal Property (and leased items, if any) excluded are:

ALL INSPECTIONS WILL BE COMPLETED WITHIN TEN DAYS OF THE EFFECTIVE DATE.

II. PURCHASE PRICE (U.S. currency): $ 360,000.00

PAYMENT:

(a) Deposit held in escrow by RE/MAX Advantage Plus (Escrow Agent) in the amount of (checks subject to clearance)	$ 36,000.00
(b) Additional escrow deposit to be made to Escrow Agent within ____ days after Effective Date (see Paragraph III) in the amount of	$
(c) Financing (see Paragraph IV) in the amount of	$ 110,000.00
(d) Other:	$
(e) Balance to close by cash, wire transfer or LOCALLY DRAWN cashier's or official bank check(s), subject to adjustments or prorations	$ 214,000.00

III. TIME FOR ACCEPTANCE OF OFFER AND COUNTEROFFERS; EFFECTIVE DATE:

a) If this offer is not executed by and delivered to all parties OR FACT OF EXECUTION communicated in writing between the parties on or before 5/30/2008, the deposit(s) will, at Buyer's option, be returned and this offer withdrawn. **UNLESS OTHERWISE STATED, THE TIME FOR ACCEPTANCE OF ANY COUNTEROFFERS SHALL BE 2 DAYS FROM THE DATE THE COUNTEROFFER IS DELIVERED.**

(b) The date of Contract ("Effective Date") will be the date when the last one of the Buyer and Seller has signed or initialed this offer or the final counteroffer. If such date is not otherwise set forth in this Contract, then the "Effective Date" shall be the date determined above for acceptance of this offer or, if applicable, the final counteroffer.

IV. FINANCING:

☐ (a) This is a cash transaction with no contingencies for financing;

☐ (b) This Contract is contingent on Buyer obtaining approval of a loan ("Loan Approval") within ____ days (if blank, then 30 days) after Effective Date ("Loan Approval Date") for (CHECK ONLY ONE): ☐ a fixed; ☐ an adjustable; or ☐ a fixed or adjustable rate loan, in the principal amount of $____, at an initial interest rate not to exceed ____%, discount and origination fees not to exceed ____% of principal amount, and for a term of ____ years. Buyer will make application within ____ days (if blank, then 5 days) after Effective Date. Buyer shall use reasonable diligence to: obtain Loan Approval **and notify Seller in writing of Loan Approval by Loan Approval Date**; satisfy terms and conditions of the Loan Approval; and close the loan. Loan Approval which requires a condition related to the sale of other property shall not be deemed Loan Approval for purposes of this subparagraph. Buyer shall pay all loan expenses. If Buyer does not deliver written notice to Seller by Loan Approval Date stating Buyer has either obtained Loan Approval or waived this financing contingency, then either party may cancel this Contract by delivering written notice ("Cancellation Notice") to the other, not later than seven (7) days prior to Closing. Seller's Cancellation Notice must state that Buyer has three (3) days to deliver to Seller written notice waiving this financing contingency. If Buyer has used due diligence and has not obtained Loan Approval before cancellation as provided above, Buyer shall be refunded the deposit(s). Unless this financing contingency has been waived, this Contract shall remain subject to the satisfaction, by Closing, of those conditions of Loan Approval related to the Property;

☐ (c) Assumption of existing mortgage (see rider for terms); or

☒ (d) Purchase money note and mortgage to Seller (see Standards B and K and riders; addenda; or special clauses for terms).

V. TITLE EVIDENCE: At least ____ days (if blank, then 5 days) before Closing a title insurance commitment with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see Standard A for terms) shall be obtained by:

(CHECK ONLY ONE): ✓ (1) Seller, at Seller's expense and delivered to Buyer or Buyer's attorney; or
(2) Buyer at Buyer's expense.

(CHECK HERE): ☐ If an abstract of title is to be furnished instead of title insurance, and attach rider for terms.

VI. CLOSING DATE: This transaction shall be closed and the closing documents delivered on or before 6/25/2008 ("Closing"), unless modified by other provisions of this Contract. If Buyer is unable to obtain Hazard, Wind, Flood, or Homeowners' insurance at a reasonable rate due to extreme weather conditions, Buyer may delay Closing for up to 5 days after such coverage becomes available.

VII. RESTRICTIONS; EASEMENTS; LIMITATIONS: Seller shall convey marketable title subject to: comprehensive land use plans, zoning, restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the plat or otherwise

common to the subdivision; outstanding oil, gas and mineral rights of record without right of entry; unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to the rear or front lines and 7 1/2 feet in width as to the side lines); taxes for year of Closing and subsequent years; and assumed mortgages and purchase money mortgages, if any (If additional items, see addendum); provided, that there exists at Closing no violation of the foregoing and none prevent use of the Property for residential purpose(s).

VIII. OCCUPANCY: Seller shall deliver occupancy of Property to Buyer at time of Closing unless otherwise stated herein. If Property is intended to be rented or occupied beyond Closing, the fact and terms thereof and the tenant(s) or occupants shall be disclosed pursuant to Standard F. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to have accepted Property in its existing condition as of time of taking occupancy.

IX. TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Typewritten or handwritten provisions, riders and addenda shall control all printed provisions of this Contract in conflict with them.

X. ASSIGNABILITY: (CHECK ONLY ONE): Buyer may assign and thereby be released from any further liability under this Contract; may assign but not be released from liability under this Contract; or ✓ may not assign this Contract.

XI. DISCLOSURES:

(a) ☐ CHECK HERE if the Property is subject to a special assessment lien imposed by a public body payable in installments which continue beyond Closing and, if so, specify who shall pay amounts due after Closing: Seller Buyer Other (see addendum).

(b) Radon is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon or radon testing may be obtained from your County Public Health unit.

(c) Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.

(d) Buyer acknowledges receipt of the Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.

(e) If the real property includes pre-1978 residential housing then a lead-based paint rider is mandatory.

(f) If Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act, the parties shall comply with that Act.

(g) **BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE.**

(h) PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

XII. MAXIMUM REPAIR COSTS: Seller shall not be responsible for payments in excess of:

(a) $ _____ for treatment and repair under Standard D (if blank, then 1.5% of the Purchase Price).

(b) $ _____ for repair and replacement under Standard N not caused by Wood Destroying Organisms (if blank, then 1.5% of the Purchase Price).

XIII. HOME WARRANTY: ☐ Seller ☐ Buyer ☒ N/A will pay for a home warranty plan issued by _____ at a cost not to exceed $_____.

XIV. RIDERS; ADDENDA; SPECIAL CLAUSES: CHECK those riders which are applicable AND are attached to and made part of this Contract:

☐ CONDOMINIUM ☐ VA/FHA ☐ HOMEOWNERS' ASSN. ☐ LEAD-BASED PAINT ☐ COASTAL CONSTRUCTION CONTROL LINE
☐ INSULATION ☐ "AS IS" ☐ Other Comprehensive Rider Provisions ☐ Addenda

Special Clauses(s):

*Kratish, P.A., Trustee of The Jake Bernstein Irrevocable Tust dated 9/7/2006 as to an undivided 1/3 interest; and Traci Kratish, P.A. Trustee of The Daniel Bernstein Irrevocable Trust dated 9/7/2006 as to an undivided 1/3 interest.1. The buyer is aware that Michael Weppner of RE/MAX Advantage Plus is related to the sellers, and is acting as a transactional broker.

REAL ESTATE PROCESSING FEE: Buyer agrees to pay a real estate processing and handling fee of $ 245.00 to RE/MAX Advantage Plus.

ESCROW: Buyer and Seller agree that RE/MAX Advantage Plus, as escrow agent, will deposit the escrowed funds in a non-interest bearing account with a financial institution chosen by RE/MAX Advantage Plus and that the financial institution, RE/MAX Advantage Plus or any of its related companies may obtain a direct or indirect benefit in connection with such deposit.

XV. STANDARDS FOR REAL ESTATE TRANSACTIONS ("Standards"): Buyer and Seller acknowledge receipt of a copy of Standards A through Y on the reverse side or attached, which are incorporated as part of this Contract.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR. Approval does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.

(BUYER)	(DATE)	(SELLER)	(DATE)
(BUYER)	(DATE)	(SELLER)	(DATE)

Buyers' address for purposes of notice _____ Sellers' address for purposes of notice _____

_____ Phone _____ Phone

BROKERS: The brokers (including cooperating brokers, if any) named below are the only brokers entitled to compensation in connection with this Contract:

Name: _____ RE/MAX Advantage Plus

Cooperating Brokers, if any **Listing Broker**

STANDARD FOR REAL ESTATE TRANSACTIONS

A. TITLE INSURANCE: The Title Commitment shall be issued by a Florida licensed title insurer agreeing to issue Buyer, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the purchase price, insuring Buyer's marketable title to the Real Property, subject only to matters contained in Paragraph VII and those to be discharged by Seller at or before Closing. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law. Buyer shall have 5 days from date of receiving the Title Commitment to examine it, and if title is found defective, notify Seller in writing specifying defect(s) which render title unmarketable. Seller shall have 30 days from receipt of notice to remove the defects, failing which Buyer shall, within 5 days after expiration of the 30 day period, deliver written notice to Seller either: (1) extending the time for a reasonable period not to exceed 120 days within which Seller shall use diligent effort to remove the defects; or (2) requesting a refund of deposit(s) paid which shall be returned to Buyer. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted the title as it then is. Seller shall, if title is found unmarketable, use diligent effort to correct defect(s) within the time provided. If, after diligent effort, Seller is unable to timely correct the defects, Buyer shall either waive the defects, or receive a refund of deposit(s), thereby releasing Buyer and Seller from all further obligations under this Contract. If Seller is to provide the Title Commitment and it is delivered to Buyer less than 5 days prior to Closing, Buyer may extend Closing so that Buyer shall have up to 5 days from date of receipt to examine same in accordance with this Standard.

B. PURCHASE MONEY MORTGAGE; SECURITY AGREEMENT TO SELLER: A purchase money mortgage and mortgage note to Seller shall provide for a 30 day grace period in the event of default if a first mortgage and a 15 day grace period if a second or lesser mortgage; shall provide for right of prepayment in whole or in part without penalty; shall permit acceleration in event of transfer of the Real Property; shall require all prior liens and encumbrances to be kept in good standing; shall forbid modifications of, or future advances under, prior mortgage(s); shall require Buyer to maintain policies of insurance containing a standard mortgagee clause covering all improvements located on the Real Property against fire and all perils included within the term "extended coverage endorsements" and such other risks and perils as Seller may reasonably require, in an amount equal to their highest insurable value; and the mortgage, note and security agreement shall be otherwise in form and content required by Seller, but Seller may only require clauses and coverage customarily found in mortgages, mortgage notes and security agreements generally utilized by savings and loan institutions or state or national banks located in the county wherein the Real Property is located. All Personal Property and leases being conveyed or assigned will, at Seller's option, be subject to the lien of a security agreement evidenced by recorded or filed financing statements or certificates of title. If a balloon mortgage, the final payment will exceed the periodic payments thereon.

C. SURVEY: Buyer, at Buyer's expense, within time allowed to deliver evidence of title and to examine same, may have the Real Property surveyed and certified by a registered Florida surveyor. If the survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, easements, lands of others or violate any restrictions, Contract covenants or applicable governmental regulations, the same shall constitute a title defect.

D. WOOD DESTROYING ORGANISMS: "Wood Destroying Organisms" (WDO) shall be deemed to include all wood destroying organisms required to be reported under the Florida Structural Pest Control Act, as amended. Buyer, at Buyer's expense, may have the Property inspected by a Florida Certified Pest Control Operator ("Operator") within 20 days after the Effective Date to determine if there is any visible active WDO infestation or visible damage from WDO infestation, excluding fences. If either or both are found, Buyer may within said 20 days (1) have cost of treatment of active infestation estimated by the Operator; (2) have all damage inspected and cost of repair estimated by an appropriately licensed contractor; and (3) report such cost(s) to Seller in writing. Seller shall cause the treatment and repair of all WDO damage to be made and pay the costs thereof up to the amount provided in Paragraph XII(a). If estimated costs exceed that amount, Buyer shall have the option of canceling this Contract by giving written notice to Seller within 20 days after the Effective Date, or Buyer may elect to proceed with the transaction and receive a credit at Closing equal to the amount provided in Paragraph XII(a). If Buyer's lender requires an updated WDO report, then Buyer shall, at Buyer's expense, have the opportunity to have the Property re-inspected for WDO infestation and have the cost of active infestation or new damage estimated and reported to Seller in writing at least 10 days prior to Closing, and thereafter, Seller shall cause such treatment and repair to be made and pay the cost thereof; provided, Seller's total obligation for treatment and repair costs required under both the first and second inspection shall not exceed the amount provided in Paragraph XII (a).

E. INGRESS AND EGRESS: Seller warrants and represents that there is ingress and egress to the Real Property sufficient for its intended use as described in Paragraph VII hereof and title to the Real Property is insurable in accordance with Standard A without exception for lack of legal right of access.

F. LEASES: Seller shall, at least 10 days before Closing, furnish to Buyer copies of all written leases and estoppel letters from each tenant specifying the nature and duration of the tenant's occupancy, rental rates, advanced rent and security deposits paid by tenant. If Seller is unable to obtain such letter from each tenant, the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit, and Buyer may thereafter contact tenant to confirm such information. If the terms of the leases differ materially from Seller's representations, Buyer may terminate this Contract by delivering written notice to Seller at least 5 days prior to Closing. Seller shall, at Closing, deliver and assign all original leases to Buyer.

G. LIENS: Seller shall furnish to Buyer at time of Closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statement, claims of lien or potential lienors known to Seller and further attesting that there have been no improvements or repairs to the Real Property for 90 days immediately preceding date of Closing. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at the Closing of this Contract.

H. PLACE OF CLOSING: Closing shall be held in the county wherein the Real Property is located at the office of the attorney or other closing agent ("Closing Agent") designated by the party paying for title insurance, or, if no title insurance, designated by Seller.

I. TIME: In computing time periods of less than six (6) days, Saturdays, Sundays and state or national legal holidays shall be excluded. Any time periods provided for herein which shall end on a Saturday, Sunday, or a legal holiday shall extend to 5:00 p.m. of the next business day. **Time is of the essence in this Contract.**

J. CLOSING DOCUMENTS: Seller shall furnish the deed, bill of sale, certificate of title, construction lien affidavit, owner's possession affidavit, assignments of leases, tenant and mortgagee estoppel letters and corrective instruments. Buyer shall furnish mortgage, mortgage note, security agreement and financing statements.

K. EXPENSES: Documentary stamps on the deed and recording of corrective instruments shall be paid by Seller. All costs of Buyer's loan (whether obtained from Seller or third party), including, but not limited to, documentary stamps and intangible tax on the purchase money mortgage and any mortgage assumed, mortgagee title insurance commitment with related fees, and recording of purchase money mortgage to Seller, deed and financing statements shall be paid by Buyer. Unless otherwise provided by law or rider to this Contract, charges for the following related title services, namely title evidence, title examination, and closing fee (including preparation of closing statement), shall be paid by the party responsible for furnishing the title evidence in accordance with Paragraph V.

L. PRORATIONS; CREDITS: Taxes, assessments, rent, interest, insurance and other expenses of the Property shall be prorated through the day before Closing. Buyer shall have the option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing, or occupancy, if occupancy occurs before Closing. Advance rent and security deposits will be credited to Buyer. Escrow deposits held by mortgagee will be credited to Seller. Taxes shall be prorated based on the current year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If Closing occurs at a date when the current year's millage is not fixed and current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties; failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. A tax proration based on an estimate shall, at request of either party, be readjusted upon receipt of current year's tax bill.

M. SPECIAL ASSESSMENT LIENS: Except as set forth in Paragraph XI(a), certified, confirmed and ratified special assessment liens imposed by public bodies as of Closing are to be paid by Seller. Pending liens as of Closing shall be assumed by Buyer. If the improvement has been substantially completed as of Effective Date, any pending lien shall be considered certified, confirmed or ratified and Seller shall, at Closing, be charged an amount equal to the last estimate or assessment for the improvement by the public body.

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N. INSPECTION AND REPAIR: Seller warrants that the ceiling, roof (including the fascia and soffits), exterior and interior walls, foundation, and dockage of the Property do not have any visible evidence of leaks, water damage, or structural damage and that the septic tank, pool, all appliances, mechanical items, heating, cooling, electrical, plumbing systems, and machinery are in Working Condition. The foregoing warranty shall be limited to the items specified unless otherwise provided in an addendum. Buyer may inspect, or, at Buyer's expense, have a firm or individual specializing in home inspections and holding an occupational license for such purpose (if required), or by an appropriately licensed Florida contractor, make inspections of, those items within 20 days after the Effective Date. Buyer shall, prior to Buyer's occupancy but not more than 20 days after Effective Date, report in writing to Seller such items that do not meet the above standards as to defects. Unless Buyer timely reports such defects, Buyer shall be deemed to have waived Seller's warranties as to defects not reported. If repairs or replacements are required to comply with this Standard, Seller shall cause them to be made and shall pay up to the amount provided in Paragraph XII (b). Seller is not required to make repairs or replacements of a Cosmetic Condition unless caused by a defect Seller is responsible to repair or replace. If the cost for such repair or replacement exceeds the amount provided in Paragraph XII (b), Buyer or Seller may elect to pay such excess, failing which either party may cancel this Contract. If Seller is unable to correct the defects prior to Closing, the cost thereof shall be paid into escrow at Closing. For purposes of this Contract: (1) "Working Condition" means operating in the manner in which the item was designed to operate; (2) "Cosmetic Condition" means aesthetic imperfections that do not affect the Working Condition of the item, including, but not limited to: pitted marcite or other pool finishes; missing or torn screens; fogged windows; tears, worn spots, or discoloration of floor coverings, wallpaper, or window treatments; nail holes, scratches, dents, scrapes, chips or caulking in ceilings, walls, flooring, fixtures, or mirrors; and minor cracks in floors, tiles, windows, driveways, sidewalks, or pool decks; and (3) cracked roof tiles, curling or worn shingles, or limited roof life shall not be considered defects Seller must repair or replace, so long as there is no evidence of actual leaks or leakage or structural damage, but missing tiles will be Seller's responsibility to replace or repair.

O. RISK OF LOSS: If the Property is damaged by fire or other casualty before Closing and cost of restoration does not exceed 1.5% of the Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to the terms of this Contract with restoration costs escrowed at Closing. If the cost of restoration exceeds 1.5% of the Purchase Price, Buyer shall either take the Property as is, together with either the 1.5% or any insurance proceeds payable by virtue of such loss or damage, or receive a refund of deposit(s), thereby releasing Buyer and Seller from all further obligations under this Contract.

P. CLOSING PROCEDURE: The deed shall be recorded upon clearance of funds. If the title agent insures adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow and closing procedure required by this Standard shall be waived. Unless waived as set forth above the following closing procedures shall apply: (1) all closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 5 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 5 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, all deposits and closing funds shall, upon written demand by Buyer and within 5 days after demand, be returned to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and reconvey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

Q. ESCROW: Any Closing Agent or escrow agent (collectively "Agent") receiving funds or equivalent is authorized and agrees by acceptance of them to deposit them promptly, hold same in escrow and, subject to clearance, disburse them in accordance with terms and conditions of this Contract. Failure of funds to clear shall not excuse Buyer's performance. If in doubt as to Agent's duties or liabilities under the provisions of this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties hereto agree to its disbursement or until a judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended. Any suit between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any suit wherein Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred with these amounts to be paid from and out of the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. The Agent shall not be liable to any party or person for misdelivery to Buyer or Seller of items subject to the escrow, unless such misdelivery is due to willful breach of the provisions of this Contract or gross negligence of Agent.

R. ATTORNEY'S FEES; COSTS: In any litigation, including breach, enforcement or interpretation, arising out of this Contract, the prevailing party in such litigation, which, for purposes of this Standard, shall include Seller, Buyer and any brokers acting in agency or nonagency relationships authorized by Chapter 475, F.S., as amended, shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs and expenses.

S. FAILURE OF PERFORMANCE: If Buyer fails to perform this Contract within the time specified, including payment of all deposits, the deposit(s) paid by Buyer and deposit(s) agreed to be paid, may be recovered and retained by and for the account of Seller as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this Contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, Buyer may seek specific performance or elect to receive the return of Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach.

T. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; FACSIMILE: Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall bind and inure to the benefit of the parties and their successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker representing any party shall be as effective as if given by or to that party. All notices must be in writing and may be made by mail, personal delivery or electronic media. A legible facsimile copy of this Contract and any signatures hereon shall be considered for all purposes as an original.

U. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters contained in Paragraph VII and those otherwise accepted by Buyer. Personal Property shall, at the request of Buyer, be transferred by an absolute bill of sale with warranty of title, subject only to such matters as may be otherwise provided for herein.

V. OTHER AGREEMENTS: No prior or present agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the parties intended to be bound by it.

W. SELLER DISCLOSURE: There are no facts known to Seller materially affecting the value of the Property which are not readily observable by Buyer or which have not been disclosed to Buyer.

X. PROPERTY MAINTENANCE; PROPERTY ACCESS; REPAIR STANDARDS; ASSIGNMENT OF CONTRACTS AND WARRANTIES: Seller shall maintain the Property, including, but not limited to lawn, shrubbery, and pool in the condition existing as of Effective Date, ordinary wear and tear excepted. Seller shall, upon reasonable notice, provide utilities service and access to the Property for appraisal and inspections, including a walk-through prior to Closing, to confirm that all items of Personal Property are on the Real Property and, subject to the foregoing, that all required repairs and replacements have been made, and that the Property has been maintained as required by this Standard. All repairs and replacements shall be completed in a good and workmanlike manner, in accordance with all requirements of law, and shall consist of materials or items of quality, value, capacity and performance comparable to, or better than, that existing as of the Effective Date. Seller will assign all assignable repair and treatment contracts and warranties to Buyer at Closing.

Y. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneous with Closing or deferred) with respect to the Property under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including the execution of documents; provided (1) the cooperating party shall incur no liability or expense related to the Exchange and (2) the Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

11187.

State of Florida • Department of State
Certificate of Administrative Dissolution or Revocation

BERNSTEIN FAMILY REALTY LLC having failed to file its 2010 annual report, in accordance with Florida Statutes, is hereby administratively dissolved or revoked effective September 24, 2010.

Document # L08000054043

Given under my hand and the Great Seal of the state of Florida, at Tallahassee, the Capital, this 24th day of September, 2010.

Dawn K. Roberts
Secretary of State

June 29, 2010

Via US Mail
Mr. Simon Bernstein
7020 Lions Head Lane
Boca Raton, FL 33496

Re:

Entity Name	*Document Number*
BERNSTEIN FAMILY INVESTMENTS, LLLP	**A08000000154**
BERNSTEIN HOLDINGS, LLC	**L08000013540**
BERNSTEIN FAMILY REALTY LLC	**L08000054043**

Dear Si:

This is a follow up to a letter we sent to you on April 8, 2010, with regard to the above referenced entities. We have received notification that the entities will be administratively dissolved or revoked if not filed by September 17, 2010. If you intend to keep the entities active, please log onto www.sunbiz.org, click on the blue box that says "File Current Year Annual Report or Amended Report" and follow the on-line instructions. You will be able to pay the annual filing fees with a credit card.

If you have any questions or require any assistance, please do not hesitate to contact us.

Sincerely,

Tescher & Spallina, P.A.

P.O. Box 21377 St. Petersburg, Florida 33742 (727) 576-1536 (800) 282-7729 Fax: (727) 577-6673

Florida Homeowner Application 01/2008

X New ____ Renewal Prior Policy # ____

Policy Type: (circle one) HO3 HO6 B/Risk

Insured Information:
Name: Bernstein Family Realty LLC
Mailing Address: 7020 Lions Head Lane
City: Boca Raton State: FL Zip: 33496
Phone Number:
Insured Location: 2753 N.W. 34th St.
City: Boca Raton State: FL Zip: 33434
County: Palm Bch.
Social Security #:
Name of Employer: Self
Nature of Business: Real Estate
Pre Retirement/Position Held:

Agency Information:
Name: Massey Clark Fischer
Address: 700 Executive Ctr. Dr. #205
City: W.P.B. State: FL Zip: 33401
Phone/Fax Numbers: (561) 478-1660 / (561) 478-6876

Mortgagee(s) Information:
Loan Number 1:
Name:
Address: N/A
City: State: Zip:
Loan Number 2:
Name:
Address:
City: State: Zip:

Type of Construction (circle one): (No Modular or Mobile Homes)
(MASONRY) FRAME
Type of Foundation (circle one): Closed
(Concrete Slab) Concrete Blocks Pilings/Stilts
Square Footage: 2741 Type of Roof: Concrete tile
Year Built: 1978 Age of Roof: 2005
Year Purchased: 2008 # of Stories: 1
If new purchase - Closing Date:
Is home listed on Historic Registry? Y (N)
Prior Bankruptcy? Y (N) When?

Limits of Policy:

Coverage A: Dwelling	$ 500 000
Coverage B: Other Structures	$ 55,922
Coverage C: Contents	$ 111,843
Coverage D: Loss of Use	$ 134,212
Coverage E: Liability	$ 500,000
Coverage F: Medical Payments	$ 10,000

Optional Coverages Selected:
(Must Be Completed At Time Of Binding)

Deductibles:
Will be determined by the company based on limit and proximity to the coast.

Eligible for Windpool: Y (N) Exclude Wind: Y (N)

Property Occupancy Information at Time of Binding:
(Primary) / Secondary / Tenant Occupied / Builders Risk (circle)
Is the home occupied daily? (Y) N
Gated Community? (Y) N
ISO Territory#: 38 Protection Class: 2
Distance to Fire Hydrant: 500 ft. Fire Station: 1 miles
Smoke Detectors: (Y) N
Central Alarm: Fire: Y N Burglar: Y N
Condo/Community Name: Boca Madera
Distance to Coast*: 10 miles or ____ feet
Storm Shutters? (Y) N
Hurricane Straps: Y (N)

Update Information-Required if home is over 25 yrs old.

Type	Full/Partial	Year Completed
Wiring		
Plumbing		
Heating		
Roof		

If "Full Updates" indicated, was Building gutted to walls & foundation?

*** Coast defined as: Ocean, Gulf, Tampa Bay or Intracoastal.**

Additional Exposures:

Animals on the Premises? Y (N) Type:_____ Breed: _____ Incidents in last 3 years: Y N

Swimming Pool on Premises? (Y)N Fenced/Screened? (Y)N Pool Slide? Y(N) Diving Board? Y(N) Trampoline? Y(N)

List Other Structures on the Premises:

Any Business Conducted on the Premises? Y (N) Details: _____

Any Child Care / Day Care Activities? Y (N) Details: _____

Additional Information or Remarks: _____

Prior Carrier and Loss Information:

Previous Carrier: Chartis Expires 9/23/10 Expiring or Renewal Premium: $ _____

Reason for Not Renewing: Late Pymt

Insured's Three Year Loss History at Any Location - Including any Sinkhole/Subsidence History - Must Be Filled Out Completely or Answered "None".

Date:	Type of Loss:	Cause:	Amount:
	None		

What preventative measures have been taken to prevent future losses? Explain:

_____

NOTE OF INSURANCE INFORMATION PRACTICES: Personal information about you may be collected from persons other than you. Such information as well as other personal and privileged information collected by us or your agent may in certain circumstances be disclosed to third parties. You have the right to review your personal information in our files and can request correction of any inaccuracies. A more detailed description of your rights and our practices regarding such information is available upon request. Contact your agent/broker for instruction on how to submit a request to us.

NOTE: Agent has no binding authority! Please call or fax JHA for same day binding. Send signed application and net premium payment within 7 days. Application must be fully completed, dated, and signed by Named Insured. Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or application containing any false, incomplete, or misleading information is guilty of a felony of the third degree. Section 817.234.F.S.

NOTE: It is agreed that the property will be occupied within 7 days of binding coverage unless otherwise advised. Properties inspected and found to be unoccupied will be canceled.

Producer's Signature: _____ License#: _____ Date: _____

Applicant's Signature: _____ Date: _____

Print Applicants Name: _____

D: 1/22/2008 C: I: FastApp v4.3

www.jhassoc.com *GET ON BOARD WITH JHA!*

SUPPLEMENTAL APPLICATION - REQ'D FOR ALL SUBMISSIONS 01/2008

1. Which description BEST describes the use/exposure of the property?

____ A Year round occupancy by Named Insured or Principal/Officer of Corporation

____ B. Secondary or Seasonal occupancy (No Rental). How many months occupied? _____

If the property is Seasonal/Secondary it is REQUIRED that a Contracted Custodian/Agent/Manager will enter and check the premises AT LEASE ONCE WEEKLY TO BE ELIGIBLE FOR COVERAGE.
Name: _____ Local Phone # _____

____ C. Year round occupancy by a Tenant with ANNUAL LEASE.
Tenant Name: _____ Res. Phone#: _____

____ D. Secondary or Seasonal occupancy PLUS RENTAL by a property manager/rental agent.

If the property is Seasonal/Secondary it is REQUIRED that a Contracted Custodian/Agent/Manager will enter and check the premises AT LEASE ONCE WEEKLY TO BE ELIGIBLE FOR COVERAGE.
Name: Local Phone #

____ E. Available year round for rental by property manager/rental agent. Minimum Rental period? _____

____ F. Property is used as a Builder's Model or Lease Back. For How Long? _____

____ G. Builders Risk? ____ Renovation? ____ If renovation, partial or complete? _____
Builders Risk Supplement Must Be Completed.

____ H. Property is Vacant or Unoccupied. Since when? _____ To Be Held For Sale? _____

2. If the Named Insured is a Corporation, LLC, Partnership, a Trust or similar entity, please complete the Supplemental Named Insured / Corporate Questionnaire

3. If the property is located in a Gated Community or has limited access, provide local contact for inspection: Name _____ Phone _____

NOTE: It is agreed that the property will be occupied, etc. as noted above within 7 days of binding coverage unless otherwise advised in writing at time of binding. Properties inspected and found to be unoccupied will be canceled

NOTE: This Supplement must be fully completed, dated, and signed by Named Insured and Producer. Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or application containing any false, incomplete or misleading information is guilty of a felony of the third degree. Section817.234.F.S.

Producer's Signature: _____ Date: _____

Applicant's Signature: _____ Date: _____

Print Applicants Name: _____

D: 1/22/2008 C: I: FastApp v4.3

MAXIMUM PAYABLE AMOUNT IF OTHER INSURANCE PROVIDES COVERAGE FOR A PERIL NOT COVERED BY THIS POLICY

This endorsement modifies insurance provided by the policy:

Paragraph **S.** is added to **SECTION I - CONDITIONS** as follows:

S. Maximum Payable Amount if Other Insurance Provides Coverage for a Peril Not Covered by this Policy

1. If a dwelling is a "total loss" and the loss or damage to the dwelling is attributable to two perils, one of which is covered under this policy and another of which is covered by another policy or policies of insurance, then:

   a. the most we will pay under Coverage A - Dwelling is the limit of liability for Coverage A shown in the Declarations minus the amount paid or payable under such other insurance policy or policies for the dwelling, and

   b. the most we will pay under Coverage C - Personal Property is the limit of liability for Coverage C shown in the Declarations minus the amount paid or payable under such other insurance policy or policies for the the personal property (or if a special limit of liability applies to your personal property, then the most we will pay under Coverage C-Personal Property for such personal property is the special limit shown in the policy minus the amount paid or payable under such other insurance policy or policies for such personal property).

   However, we might pay less than the aforementioned maximum amount(s) under subparagraphs **a.** or **b.** above if the loss or damage to the dwelling or personal property, as applicable, attributable to the covered peril is less than the applicable maximum amount(s).

2. If an other structure covered under this policy is a "total loss" and the losss or damage to such other structure is attributable to two perils, one of which coveredunder this policy and another of which is covered by another policy or policies of insurance, then the most we will pay under Coverage B - Other Structures is the limit of liability for Coverage B shown in the Declarations minus the amount paid or payable under such other insurance policy or policies for the other structure. However, we might pay less than the aforementioned maximum amount if the loss or damage to the other structure attributable to the covered peril is less than the applicable maximum amount.

As used herein, "total loss" means that:

1. the dwelling or other structure, as applicable, is completely destroyed regardless of whether any damage is done to the foundation or slab, or

2. the dwelling or other structure, as applicable, is in such condition after the loss that the standard method of rebuilding or repairing the dwelling or other structure, as applicable, is to raze the structure except for the foundation or slab or including all or part of the foundation or slab and rebuild the entire structure, whether the structure is actually rebuilt or not.

All other terms and conditions of the policy remain the same.

LEX 00 82 04 06

_____

Authorized Representative

LEX 00 114 02 08

ACKNOWLEDGEMENT LETTER

Prospective Insured: **Bernstein Family Realty LLC**
Address: **2753 NW 34th Street**
Boca Raton, Florida 33434

We have provided you with a quotation for a Homeowners 3 - Special Form ("HO 3"), Homeowners 4 - Contents Broad Form ("HO 4"), or Dwelling Property 3 Special Form ("Dwelling Fire Form"), whichever is applicable, for the above referenced address ***without coverage*** for the ***peril of flood, however such flood is caused.***

By signing below you acknowledge all of the following:

(1) Your HO 3, HO 4, or Dwelling Fire Form, whichever is applicable, will not provide coverage for the peril of flood, however such flood is caused; and

(2) You have read and understand the "Maximum Payable Amount If Other Insurance Provides Coverage For A Peril Not Covered By This Policy" endorsement (hereinafter, the "Endorsement") which is attached to this letter; and

(3) You understand that the Endorsement will be attached to and made part of your HO 3, HO 4, or Dwelling Fire Form.

I have read this entire acknowledgement letter, understand the statements contained herein, and agree to its terms.

Name _____

Date _____

Name _____

Date _____

MASSEY • CLARK • FISCHER, INC.
INSURANCE AND FINANCIAL SERVICES
400 EXECUTIVE CENTER DRIVE, SUITE 205
WEST PALM BEACH, FLORIDA 33401

October 22, 2012

Bernstein Family Realty LLC
7020 Lions Head Lane
Boca Raton , FL 33496

Re: TBD
LEXINGTON INS CO/HANDEL
11/01/12 - 11/01/13

TO WHOM IT MAY CONCERN

In reference to the above captioned policy, please be advised there have been no losses from _____ to date.

_____
Signature of Insured

_____
Date of Signature

ORDINANCE OR LAW - REJECTION OF INCREASED AMOUNT OF COVERAGE

I have read the Disclosure Notice about the above noted coverage and have decided that **I DO NOT WANT THE COVERAGE THAT YOU OFFERED TO ME.**

I understand that by rejecting this offer, it need not be repeated for three years from the date of my rejection.

I also understand that I can request this coverage at any time this policy, or a renewal policy, is in force and, if I do, coverage will not become effective:

1. when a storm or hurricane watch or warning is issued for the State of Florida by the National Weather Service;

2. during a storm or hurricane; and

3. for 72 hours after the storm or hurricane watch or warning is canceled by the National Weather Service.

Named Insured(s) Sign Below:

X _____

Date signed: X _____

FL-REJ-ed. 04/96

JOHN HANDEL & ASSOCIATES INC.

2753 N.W. 34th St.

SUPPLEMENTAL NAMED INSURED QUESTIONNAIRE

(To be completed for all submissions or renewals when the Named Insured is the name of a Corporation, LLC, LLP, LTD, INC or Company)

1. What is the name of the Corporation, LLC or LLP? Is there a TAX ID #? If yes, please provide.

Bernstein Family Realty LLC

2. Why was the Corporation, LLC or LLP formed? (Please be specific, e.g., formed as real estate company (purchase/sales/rental/development); formed to provide liability protection for the principal(s); etc.)

3. What are the name(s) and occupation(s) of the principal(s) of the Corporation, LLC or LLP (if self employed, please explain)? If there are multiple principals, what is their relationship to each other?

4. Does the Corporation, LLC or LLP ever engage in any form of business activity, such as real estate purchase/sales/rental/development; manufacturing; retail or wholesale sales; etc? If yes, please indicate the exact nature of the business activity.

5. Is any business activity ever conducted at the property to be insured or at the insured location?

6. Does the Corporation, LLC or LLP own any properties other than the property to be insured? If yes, please indicate how many and their location(s) (city & state).

7. What is the occupancy type for the property to be insured, e.g., primary, secondary, seasonal, rental, etc.? If other than rental, list the name(s) of the occupant(s) and their relation (if any, e.g., family, business, etc.) to the principal(s) of the Corporation, LLC or LLP., and how often the dwelling to be insured is occupied, e.g., 6 months, 12 months, etc.

8. If the property to be insured is a rental (secondary rental; seasonal rental, etc.), how often is it rented during the year? Please indicate the relation (if any, e.g., family, business, etc.) of the occupants to the principal(s) of the Corporation, LLC or LLP.

9. If the property to be insured is not a rental, is it ever rented at any time during the year? If yes, how often is it rented during the year; to whom is it rented; and what is their relation (if any, e.g., family, business, etc.) to the principal(s) of the Corporation, LLC or LLP?

10. Is the property to be insured ever vacant during the year? If yes, for how long?

11. Is there a permanent resident or caretaker living at the property to be insured or at the insured location? If yes, how many? Please provide name(s).

JOHN HANDEL & ASSOCIATES INC.

P.O. Box 21377 St. Petersburg, Florida 33742
Phone: (727) 576-1536 Fax: (727) 577-6673

Additional HO3/HO4/HO6/DP3 Questionnaire (Required to Bind)

1. Have you been told or are you otherwise aware of the use of Chinese Drywall in the dwelling or any other structure on the premises?
[ ] Yes [ ] No

2. Is there any odor of sulfur in the dwelling, any corrosion of any personal property, wiring, or any heating, ventilation or air conditioning system?
[ ] Yes [ ] No

3. Have you observed: (i) the signs of settling, cracking, bulging, sagging, bending, leaning, shrinkage or expansion of any part of the dwelling or other structure of (ii) any depression in the ground surface on the premises?
[ ] Yes [ ] No

4. Have you been told, has it been disclosed to you or are you otherwise aware of: (i) a sinkhole that might affect the dwelling or other structures or (ii) any other partial or complete sinking or collapse of the dwelling or other structures?
[ ] Yes [ ] No

5. At any time, has this property had any prior sinkhole claims?
[ ] Yes [ ] No

PLEASE NOTE: All "YES" answers will be subject to Company review and quote terms may be amended or withdrawn

Producer's Signature: _____ Date: _____

Applicant's Signature: _____ Date: _____

S:219699 Q:330489 C:58 I:119749 A:2597 D:10/19/2012 10:44:16 AM R:48

Kimberly Moran

From: Robert Spallina
Sent: Tuesday, October 23, 2012 4:32 PM
To: Kimberly Moran
Subject: FW: REWRITE OF HOMEOWERNS FOR 2753 NW 34TH
Attachments: 00097070 (10).pdf; ATT259186.htm; _Certification_.htm; ATT259187.htm

---

From: Rachel Walker [mailto:rachel3584@gmail.com]
Sent: Monday, October 22, 2012 9:35 PM
To: tbernstein@lifeinsuranceconcepts.com; Robert Spallina
Subject: Fwd: REWRITE OF HOMEOWERNS FOR 2753 NW 34TH

Sent from my iPhone

Begin forwarded message:

> **From:** "Judi Harden" <judi@masseyclarkfischer.com>
> **Date:** October 22, 2012, 5:03:08 PM EDT
> **To:** "'Rachel Walker'" <rachel3584@gmail.com>
> **Cc:** "Eric Fischer" <eric@masseyclarkfischer.com>
> **Subject: REWRITE OF HOMEOWERNS FOR 2753 NW 34TH**
>
> **Rachel:**
>
> **Please see an application attached to rewrite the policy for 2753 N.W. 34th St. The total annual premium will be $7,754.13 – we will need a check payable to: Massey, Clark, Fischer, Inc.**
>
> **There are two items that are required before coverage can be bound:**
>
> **1) a 4-pt inspection for the heating, wiring, plumbing and roofing. This can be done by the same inspection company used for the windstorm mitigation or I can give you a referral – just let me know.**
>
> **2) the corporation form that I previously emailed to you – I did attach another copy.**
>
> **Eric wanted me to tell you that he will be Boca Wednesday if you need any help with this paperwork.**

Let me know if you have any questions.

Thanks!

Judi Harden, ACSR
Senior Personal Lines Account Manager
Massey, Clark, Fischer, Inc.
Insurance & Financial Services
Since 1958

Phone: (561)478-1660, Ext 3765 Fax: (561)478-6876
My Direct Phone: (561)296-3765
My Direct Fax: (561)296-5212
E-mail: judi@masseyclarkfischer.com
Address: 400 Executive Center Drive, Suite 205 West Palm Beach, FL 33401

Visit our Virtual Insurance Office www.masseyclarkfischer.com

In our efforts to be environmentally conscious, this is being delivered to you via email and originals will not be mailed unless otherwise requested.

Please note we are a FULL SERVICE Agency and we can provide Life, Health, Disability, Long Term Care, Bonds, Auto, Home, Flood, complete Business Insurance coverage's including Property/Liability/Auto/Workers Compensation, 401 (k) Retirement Plans and Employee Group Health/Dental/Life. Please let us know if we can show you any of these other plans we offer.

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From: Racquel Abelha [mailto:Racquel@masseyclarkfischer.com]
Sent: Monday, October 22, 2012 4:33 PM
To: Judi@MasseyClarkFischer.com
Subject: scan

Racquel Abelha

Massey, Clark, Fischer, Inc.
Insurance & Financial Services
Since 1958
Phone: 561-478-1660, ext. 3750

Direct Fax: 561-478-6876
Email: Racquel@masseyclarkfischer.com
Address: 400 Executive Center Drive
Suite 205
West Palm Beach, FL 33401

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JOHN HANDEL & ASSOCIATES INC.

2753 N. Lu. 34th St.

SUPPLEMENTAL NAMED INSURED QUESTIONNAIRE

(To be completed for all submissions or renewals when the Named Insured is the name of a Corporation, LLC, LLP, LTD, INC or Company)

1. What is the name of the Corporation, LLC or LLP? Is there a TAX ID #? If yes, please provide.

Bernstein Family Realty LLC
Tax ID # 26-27350064

2. Why was the Corporation, LLC or LLP formed? (Please be specific, e.g., formed as real estate company (purchase/sales/rental/development); formed to provide liability protection for the principal(s); etc.)

3. What are the name(s) and occupation(s) of the principal(s) of the Corporation, LLC or LLP (if self employed, please explain)? If there are multiple principals, what is their relationship to each other?

4. Does the Corporation, LLC or LLP ever engage in any form of business activity, such as real estate purchase/sales/rental/development; manufacturing; retail or wholesale sales; etc? If yes, please indicate the exact nature of the business activity.

5. Is any business activity ever conducted at the property to be insured or at the insured location?

6. Does the Corporation, LLC or LLP own any properties other than the property to be insured? If yes, please indicate how many and their location(s) (city & state).

7. What is the occupancy type for the property to be insured, e.g., primary, secondary, seasonal, rental, etc.? If other than rental, list the name(s) of the occupant(s) and their relation (if any, e.g., family, business, etc.) to the principal(s) of the Corporation, LLC or LLP., and how often the dwelling to be insured is occupied, e.g., 6 months, 12 months, etc.

8. If the property to be insured is a rental (secondary rental; seasonal rental, etc.), how often is it rented during the year? Please indicate the relation (if any, e.g., family, business, etc.) of the occupants to the principal(s) of the Corporation, LLC or LLP.

9. If the property to be insured is not a rental, is it ever rented at any time during the year? If yes, how often is it rented during the year; to whom is it rented; and what is their relation (if any, e.g., family, business, etc.) to the principal(s) of the Corporation, LLC or LLP?

10. Is the property to be insured ever vacant during the year? If yes, for how long?

11. Is there a permanent resident or caretaker living at the property to be insured or at the insured location? If yes, how many? Please provide name(s).

Kimberly Moran

From: Robert Spallina
Sent: Monday, October 22, 2012 11:47 AM
To: Kimberly Moran
Subject: FW: 2753 NW 34TH ST PROPOSAL TO REWRITE HOMEOWNERS POLICY
Attachments: hpsc1091.pdf; ATT253010.htm

Pls coordinate with Rachel

From: Rachel Walker [mailto:rachel3584@gmail.com]
Sent: Thursday, October 18, 2012 3:41 PM
To: tbernstein@lifeinsuranceconcepts.com; Robert Spallina
Subject: Fwd: 2753 NW 34TH ST PROPOSAL TO REWRITE HOMEOWNERS POLICY

Sent from my iPhone

Begin forwarded message:

> **From:** "Judi Harden" <judi@masseyclarkfischer.com>
> **Date:** October 18, 2012, 3:25:41 PM EDT
> **To:** "'Rachel Walker'" <rachel3584@gmail.com>
> **Subject: 2753 NW 34TH ST PROPOSAL TO REWRITE HOMEOWNERS POLICY**
>
> **Rachel:**
>
> **I had to order the copies of the policy declarations for the Chartis policies – auto, umbrella and homeowners for 2753 from the company. As soon as I can them I will email.**
>
> **Also, regarding 2753 34th St – I have attached a Supplemental Named Insured Questionnaire that is required to be completed with the information on the LLC. Can you get it completed as soon as possible to get the proposal released from the company and email to me?**
>
> **Let me know if you have any questions.**
>
> **Thanks!**
>
> Judi Harden, ACSR
> Senior Personal Lines Account Manager
> Massey, Clark, Fischer, Inc.

Insurance & Financial Services
Since 1958

Phone: (561)478-1660, Ext 3765 Fax: (561)478-6876
My Direct Phone: (561)296-3765
My Direct Fax: (561)296-5212
E-mail: judi@masseyclarkfischer.com
Address: 400 Executive Center Drive, Suite 205 West Palm Beach, FL 33401

Visit our Virtual Insurance Office www.masseyclarkfischer.com

In our efforts to be environmentally conscious, this is being delivered to you via email and originals will not be mailed unless otherwise requested.

Please note we are a FULL SERVICE Agency and we can provide Life, Health, Disability, Long Term Care, Bonds, Auto, Home, Flood, complete Business Insurance coverage's including Property/Liability/Auto/Workers Compensation, 401 (k) Retirement Plans and Employee Group Health/Dental/Life. Please let us know if we can show you any of these other plans we offer.

Confidentiality Note: The information contained in this electronic mail is privileged and confidential and is intended for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, or copy of this electronic mail is strictly prohibited. If you have received this electronic mail in error, please immediately notify the sender and delete all copies.

Certified Copy

I certify the attached is a true and correct copy of the Articles of Organization of BERNSTEIN FAMILY REALTY LLC, a limited liability company organized under the laws of the state of Florida, filed electronically on June 02, 2008, as shown by the records of this office

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this limited liability company is L08000054043.

Authentication Code: 080603082250-700130528017#1

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Third day of June, 2008

Kurt S. Browning
Secretary of State

Electronic Articles of Organization For Florida Limited Liability Company

L08000054043
FILED 8:00 AM
June 02, 2008
Sec. Of State
gharvey

Article I

The name of the Limited Liability Company is:

BERNSTEIN FAMILY REALTY LLC

Article II

The street address of the principal office of the Limited Liability Company is:

950 PENINSULA CORPORATE CIRCLE
SUITE 3010
BOCA RATON, FL. 33487

The mailing address of the Limited Liability Company is:

950 PENINSULA CORPORATE CIRCLE
SUITE 3010
BOCA RATON, FL. 33487

Article III

The purpose for which this Limited Liability Company is organized is:

ANY AND ALL LAWFUL BUSINESS.

Article IV

The name and Florida street address of the registered agent is:

DONALD R TESCHER
2101 CORPORATE BLVD.
SUITE 107
BOCA RATON, FL. 33431

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: DONALD R. TESCHER

Article V

The name and address of managing members/managers are:

Title: MGR
SIMON BERNSTEIN
950 PENINSULA CORPORATE CIRCLE STE 3010
BOCA RATON, FL. 33431 US

Signature of member or an authorized representative of a member

Signature: ROBERT L. SPALLINA

L08000054043
FILED 8:00 AM
June 02, 2008
Sec. Of State
gharvey

DRT ___ RLS _____

Bookeeping:

- ☐ **open new billing file/subfile**
- ☐ **bill to file no. _____**

CLIENT/CASE MAINTENANCE

Client No. **11187.004**
Case No.
Date Added: **06/03/2008**

CLIENT NAME: **Simon & Shirley Bernstein**

Address: **7020 Lions Head Lane,**

City: **Boca Raton** State: **FL** Zip: **33496**

Business Phone: Home Phone:

Fax Phone:

Contact Name: **Simon & Shirley Bernstein**

Referral Source:

Originating Attorney: **DRT**

Primary Attorney: **DRT**

Secondary Attorney: **RLS**

Category Code: Rate Code:

CASE NAME: **Bernstein, Simon & Shirley**
Bernstein Realty, LLC

Fee Type: Bill Type:

Related Cases:

Engagement Letter:

Retainer: Fees: Costs: $

Notes:

Related Parties:	Opposing Parties:
Name:	Name:
Addrs:	Addrs:
Tel. No.:	Tel. No.:
Fax No.:	Fax No.:
Relationship:	Relationship:
Name:	Name:
Addrs:	Addrs:
Tel. No.:	Tel. No.:
Fax No.:	Fax No.:
Relationship:	Relationship:

DRT ____ RLS _____

Bookeeping:

- ☐ **open new billing file/subfile**
- ☐ **bill to file no. _____**

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Fee Type: Bill Type:

Related Cases:

Engagement Letter:

Retainer: Fees: Costs: $

Notes:

Related Parties:

Name:

Addrs:

Tel. No.:

Fax No.:

Relationship:

Name:

Addrs:

Tel. No.:

Fax No.:

Relationship:

Opposing Parties:

Name:

Addrs:

Tel. No.:

Fax No.:

Relationship:

Name:

Addrs:

Tel. No.:

Fax No.:

Relationship:

T/c/w DRT/RLS & Oppenheimer personnel

302-792-3508

1/7/14

Bernstein - Oppenheimer Trust Co of Delaware

Janet Craig - trust officer

'06 Trusts

Hunt Worth -

Bill McCabe - General Counsel

Successor in int. to Opp. Trust Company

- Bernstein Family Realty, LLC
  Oppenheimer - Manager

- LIC - 1.2% each of 3 trusts (Janet says 1.33%)

Tsfr out LIC shares to Alex and Eric

2 of the Trusts

(25+) Allie - } now of age
Eric - } under the '06 Trust ??

2 of Ted's kids

Michael

Mollie's (23) Trust ready to be distributed ?
(Pam's daughter)

Hunt Worth
President

Janet Hunt
Bill McCabe

Trust Company of D.E.

Oppenheimer (Bernstein) 1/7/14

Terminate Trusts
- Alex + Eric - Have Signed off - Ready
- Molly (Same) + Terminate - Give Releases

Seeking Judicial Modification of other 7 Trusts

Robert Spallina

From: Worth, Hunt [Hunt.Worth@opco.com]
Sent: Tuesday, January 07, 2014 11:17 AM
To: Robert Spallina
Subject: Re: Bernstein

302-792-3508

From: Robert Spallina <rspallina@tescherspallina.com>
To: Worth, Hunt
Sent: Tue Jan 07 10:19:53 2014
Subject: RE: Bernstein

My partner, Don Tescher, will be joining us on the call.

From: Worth, Hunt [mailto:Hunt.Worth@opco.com]
Sent: Monday, January 06, 2014 12:35 PM
To: Robert Spallina
Subject: Re: Bernstein

Agreed. Janet, Hunt and Bill McCabe.

Thanks.

From: Robert Spallina <rspallina@tescherspallina.com>
To: Worth, Hunt
Sent: Mon Jan 06 12:13:45 2014
Subject: RE: Bernstein

How is 11:15?

From: Worth, Hunt [mailto:Hunt.Worth@opco.com]
Sent: Monday, January 06, 2014 11:51 AM
To: Robert Spallina
Subject: Re: Bernstein

Could we do Tuesday am?

From: Robert Spallina <rspallina@tescherspallina.com>
To: Worth, Hunt
Sent: Mon Jan 06 11:48:40 2014
Subject: RE: Bernstein

How do your schedules look this afternoon?

From: Worth, Hunt [mailto:Hunt.Worth@opco.com]
Sent: Friday, January 03, 2014 4:39 PM
To: Robert Spallina
Subject: RE: Bernstein

Is there a particular time that works for you? I am asking for some heads up so Bill McCabe from our GC's office can join our call.

Thank you.

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Friday, January 03, 2014 1:40 PM
To: Worth, Hunt
Subject: RE: Bernstein

Hunt - I have been busy getting caught up after my trip and will reach out to you on Monday. We had a favorable hearing yesterday with Judge Colin and we can talk more when I call you. Happy New Year!

From: Worth, Hunt [mailto:Hunt.Worth@opco.com]
Sent: Tuesday, December 24, 2013 12:38 PM
To: Robert Spallina
Cc: Craig, Janet
Subject: RE: Bernstein

Understood.

Merry Christmas.

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Tuesday, December 24, 2013 11:45 AM
To: Worth, Hunt
Cc: Craig, Janet
Subject: RE: Bernstein

Hunt – apologies for not getting back to you yesterday. I am out of the office until January 2nd and will get you the engagement letter when I return. Wishing you and Janet a great holiday and a happy and safe New Year!

Robert L. Spallina, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
E-mail: rspallina@tescherspallina.com

If you would like to learn more about TESCHER & SPALLINA, P.A., please visit our website at www.tescherspallina.com

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From: Worth, Hunt [mailto:Hunt.Worth@opco.com]
Sent: Monday, December 23, 2013 10:48 AM
To: Robert Spallina

Cc: Craig, Janet
Subject: Bernstein

We are good to go with retaining you. Can you please send me the your retainer letter, and advise when Janet and I may speak with you?

New phone numbers:

Janet: 302-792-3502
Hunt: 302-792-3501

Thank you.

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This communication and any attached files may contain information that is confidential or privileged. If this communication has been received in error, please delete or destroy it immediately. Please go to www.opco.com/EmailDisclosures

Robert Spallina

From: Craig, Janet [Janet.Craig@opco.com]
Sent: Friday, October 11, 2013 3:38 PM
To: Robert Spallina
Subject: RE: Bernstein Family Realty, LLC mortgage with Sahm

I am currently working out of our Philadelphia office and the files are in our NJ location. I've asked our Operations team to review the file for me. I should have something early next week. I'll request a check when I have proof of insurance and then send both to Mr. Cappeller. I'll let you know when it goes out.

Have a good weekend.

Janet Craig
973-245-4635

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Friday, October 11, 2013 3:23 PM
To: Craig, Janet
Subject: FW: Bernstein Family Realty, LLC mortgage with Sahm

Janet – did you see this email? Do you have proof of insurance?

From: John M. Cappeller, Jr. [mailto:jcappeller@cappellerlaw.com]
Sent: Thursday, October 10, 2013 9:46 AM
To: Robert Spallina
Cc: pjpaws@embarqmail.com
Subject: Bernstein Family Realty, LLC mortgage with Sahm

Dear Robert

I spoke with Walt Sahm and he is willing to allow the LLC to reinstate with the payment of interest in the amount of $3,850.00 provided there is also proof of insurance delivered with the payment.

Please forward both to my office and let me know if you have any questions.

Thanks.

John M. Cappeller, Jr.
Cappeller Law
350 Camino Gardens Blvd.
Suite 303
Boca Raton, FL 33432
phone: (561) 620-2599
fax: (561) 620-2565
website: www.cappellerlaw.com
email: jcappeller@cappellerlaw.com

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Robert Spallina

From: Craig, Janet [Janet.Craig@opco.com]
Sent: Wednesday, October 02, 2013 4:11 PM
To: 'Messuri, Anthony'
Cc: Robert Spallina
Subject: RE: Bernstein Family Realty, LLC

Thank you. We have decided not to file the tax returns at this time.

Janet Craig
973-245-4635

From: Messuri, Anthony [mailto:AMessuri@cbizgl.com]
Sent: Tuesday, October 01, 2013 3:10 PM
To: Craig, Janet
Cc: Robert Spallina
Subject: FW: Bernstein Family Realty, LLC
Importance: High

Janet,

Per our conversation please discuss this with Robert Spallina and let me know how to proceed regarding this matter.

Thanks,

Anthony

From: Messuri, Anthony
Sent: Friday, September 13, 2013 10:04 AM
To: Craig, Janet
Cc: Robert Spallina
Subject: RE: Bernstein Family Realty, LLC
Importance: High

Janet,

Thank you for the authorization to prepare the 2008 – 2012 tax returns for Bernstein Family Realty, LLC. In order to begin the project we will need the following preliminary information:

- Mailing address where returns are to be mail along with a contact name
- Mailing address of LLC along with EIN
- Copy of IRS letter issuing EIN
- Copies of all bank statements from inception thru 12/31/12 including copies or images or all cleared checks
- Copy of the operating agreement
- List of full name, address and ssn/EIN of all owners including their ownership %
- Assets contributed to this entity along with FMV at the time of contribution to the LLC

- Assets held by this entity

Due to the impending 9/16/13 deadline, which is Monday, we will be unable to complete the 2012 return for timely filing. However, as soon as you provide us with the above requested preliminary information, we will schedule time for the project to be completed and advise you of any additional information needed as the project moves along.

If you have any questions at all please feel free to contact my office anytime.

Sincerely,

Anthony

Anthony Messuri, E.A. | Senior Tax Associate
CBIZ MHM, LLC
1675 N. Military Trail
5th Floor
Boca Raton, FL 33486
p: 561-994-5050
f: 561-241-0071
e: amessuri@cbiz.com

www.cbizsouthflorida.com and www.mhm-pc.com

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From: Craig, Janet [mailto:Janet.Craig@opco.com]
Sent: Friday, September 13, 2013 9:05 AM
To: 'Robert Spallina'
Cc: Messuri, Anthony
Subject: RE: Bernstein Family Realty, LLC

Mr. Messuri,

Please accept this letter as your direction and authorization to prepare the 2012 tax returns for the Bernstein Family Realty LLC.

I believe we will also have to prepare returns from inception in 2008 through 2011. Robert, would you please confirm that?

We will supply you with any information we have regarding the entity, but be advised that we only took over management in December 2012 and have very limited information.

Thank you.

Janet Craig, CTFA
Senior Vice President & Compliance Officer
Oppenheimer Trust Company
18 Columbia Turnpike
Florham Park, NJ 07932
Tel: 973-245-4635
Fax: 973-245-4699
Email: Janet.Craig@opco.com

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Thursday, September 12, 2013 4:15 PM
To: Craig, Janet
Cc: Messuri, Anthony
Subject: Bernstein Family Realty, LLC

Janet – I spoke with the CPA for the family and they have never prepared a return for this entity as it was supposedly a disregarded entity. As you know that is not the case. They could prepare a return but would need to take direction from you in that regard as Oppenheimer is the manger of the entity. I have copied Anthony Messuri on this email who prepares most of the returns for the family. Please advise as a return is required and is due this Monday. Thank you

Robert L. Spallina, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
E-mail: rspallina@tescherspallina.com

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Robert Spallina

From: John M. Cappeller, Jr. [jcappeller@cappellerlaw.com]
Sent: Tuesday, October 01, 2013 4:11 PM
To: Robert Spallina
Subject: Bernstein Family Realty, LLC Mortgage with Walt and Pat Sahm

Dear Robert

I left you a message several weeks ago regarding the status of payment on the above referenced mortgage.

Please call me when you have a chance to discuss.

Thanks.

John M. Cappeller, Jr.
Cappeller Law
350 Camino Gardens Blvd.
Suite 303
Boca Raton, FL 33432
phone: (561) 620-2599
fax: (561) 620-2565
website: www.cappellerlaw.com
email: jcappeller@cappellerlaw.com

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Robert Spallina

From: Messuri, Anthony [AMessuri@cbizgl.com]
Sent: Wednesday, September 11, 2013 7:40 PM
To: Robert Spallina
Cc: Lewin, Jerry; DeRosa, Linda
Subject: Bernstein Family Realty, LLC

Importance: High

Robert,

In 2012 Simon made transfers totaling $23,000 to Bernstein Family Realty, LLC from Bernstein Family Investments, LLLP. On the books of Bernstein Family Investments, LLLP should these monies be considered as a loan to Bernstein Family Realty, LLC or as a distribution to Simon?

In prior years we were told by Simon that he was the only member for this entity. Which meant that for tax purposes this was considered as a disregarded entity. Therefore, we never filed returns for this LLC nor have we ever filed extensions.

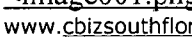
When we spoke yesterday you mentioned that this entity is now owned by 3 trusts in the name of Eliot's children and we have no information whatsoever on this company or any 2012 activity that may have occurred.

When you provide us with any tax information, we will be happy to prepare the proper return.

Sincerely,

Anthony

Anthony Messuri, E.A. | Senior Tax Associate
CBIZ MHM, LLC
1675 N. Military Trail
5th Floor
Boca Raton, FL 33486
p: 561-994-5050
f: 561-241-0071
e: amessuri@cbiz.com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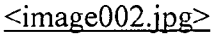

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LAW OFFICES
TESCHER & SPALLINA, P.A.

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4855 TECHNOLOGY WAY, SUITE 720
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SUPPORT STAFF
DIANE DUSTIN
KIMBERLY MORAN
SUANN TESCHER

May 10, 2013

VIA FEDERAL EXPRESS
Mark Manceri, Esq.
2929 E. Commercial Blvd., #702
Ft. Lauderdale, FL 33308

Re: Bernstein Family Realty, LLC

Dear Mark:

Enclosed for your review are the following:

1. USB drive containing a copy of the Elliot Bernstein Petition;
2. Copy of the Second Mortgage to Bernstein Family Realty, LLC;
3. Copy of the Promissory Note for Bernstein Family Realty, LLC;
4. Copy of the Amendment to Mortgage and Promissory Note;
5. Copy of HUD and wire transfer confirmation from title agency; and
6. Copy of Simon Bernstein Stanford Money Market Account statement for period 06/01/2008 - 06/30/2008.

If you have any questions with regard to the foregoing, please do not hesitate to contact me.

Sincerely,

ROBERT L. SPALLINA

RLS/km

Enclosures

FedEx Shipment Receipt

Address Information

Ship to:	**Ship from:**
Mark Manceri	Kimberly Moran
	TESCHER & SPALLINA
2929 E. Commercial Blvd.	4855 Technology Way
#702	Suite 720
FORT LAUDERDALE, FL	BOCA RATON, FL
33308	33431
US	US
954-491-7099	5619977008

Shipment Information:
Tracking no.: 799734261411
Ship date: 05/10/2013
Estimated shipping charges: 11.62

Package Information
Service type: Standard Overnight
Package type: FedEx Envelope
Number of packages: 1
Total weight: 1 LBS
Declared Value: 0.00 USD
Special Services:
Pickup/Drop-off: Use an already scheduled pickup at my location

Billing Information:
Bill transportation to: Tescher & Spallina-343
Your reference: Bernstein 11187.006
P.O. no.:
Invoice no.:
Department no.:

Thank you for shipping online with FedEx ShipManager at fedex.com.

Please Note

FedEx will not be responsible for any claim in excess of $100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of $100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is $500, e.g., jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits; Consult the applicable FedEx Service Guide for details.
The estimated shipping charge may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable FedEx Service Guide or the FedEx Rate Sheets for details on how shipping charges are calculated.

Robert Spallina

From: Mark Manceri, Esq. [mrmlaw@comcast.net]
Sent: Friday, May 03, 2013 12:33 PM
To: 'Craig, Janet'
Cc: Donald Tescher; Robert Spallina
Subject: RE: Bernstein Family Realty

Janet,

Pursuant to your telephone conference of yesterday, please send me the documents we discussed as soon possible so I can initiate my representation of Bernstein Family Realty.

Thanks,

Mark Manceri

From: Craig, Janet [mailto:Janet.Craig@opco.com]
Sent: Thursday, May 02, 2013 12:32 PM
To: 'Mark Manceri, Esq.'
Subject: RE: Bernstein Family Realty

Hi Mark,

I'll call on your office line at 4pm.

Janet Craig, CTFA
Senior Vice President & Compliance Officer
Oppenheimer Trust Company
18 Columbia Turnpike
Florham Park, NJ 07932
Tel: 973-245-4635
Fax: 973-245-4699
Email: Janet.Craig@opco.com

From: Mark Manceri, Esq. [mailto:mrmlaw@comcast.net]
Sent: Thursday, May 02, 2013 12:13 PM
To: Craig, Janet
Subject: RE: Bernstein Family Realty

Janet,

Can you call me at 4pm today?

Mark Manceri

From: Craig, Janet [mailto:Janet.Craig@opco.com]
Sent: Wednesday, May 01, 2013 11:17 AM
To: 'Mark Manceri, Esq.'
Subject: RE: Bernstein Family Realty

I apologize for not getting back to you. I was in meetings all afternoon. I have a meeting today at three, I am free all day Thursday and have meetings at 11 and 1 on Friday. Please call me at your convenience.

Janet Craig, CTFA
Senior Vice President & Compliance Officer
Oppenheimer Trust Company
18 Columbia Turnpike
Florham Park, NJ 07932
Tel: 973-245-4635
Fax: 973-245-4699
Email: Janet.Craig@opco.com

From: Mark Manceri, Esq. [mailto:mrmlaw@comcast.net]
Sent: Tuesday, April 30, 2013 2:27 PM
To: Craig, Janet
Subject: RE: Bernstein Family Realty

Janet,

Will you be available around 4:30 today for a call?

Mark Manceri

From: Craig, Janet [mailto:Janet.Craig@opco.com]
Sent: Friday, April 26, 2013 03:48 PM
To: 'mrmlaw@comcast.net'
Subject: Bernstein Family Realty

Mark,

Thank you for speaking with me today. As I mentioned, Oppenheimer Trust Company (OTC) is the Successor Trustee for three trusts that own one third interests in Bernstein Family Realty LLC (BFRLLC), which has been named as a defendant in the Stansbury lawsuit. The Summons was accepted on 4/22/13 by Tescher & Spallina, PA.

On December 12, 2012, OTC named itself Managing Member of the BFRLLC to facilitate the payment of bills. This was made necessary by the death of Simon Bernstein in August 2012.

The Trusts are small accounts intended to be used primarily for educational expenses. The discretionary language is that The Trustee shall pay or apply such sums of principal from this trust as in the Trustee's discretion are necessary or advisable for Beneficiary's health, education, support and maintenance. Provisions for the distribution of income during the life of the trust are silent. The trusts terminate 50% when each Beneficiary has reached age 21, Principal and Income are to be paid out in total when each beneficiary attains age 25. The Beneficiaries are approximately 11, 14 and 16.

Oppenheimer Trust Company, both as Trustee and as Managing Member of BFRLLC, was not involved in the funding of the Trusts nor with the creation of BFRLLC. The only asset of BFRLLC is the family home occupied by the three boys and their parents. There is a small cash account that we fund from the boys' trusts to pay household expenses.

Please let me know if you need additional information to determine if you can represent us in this matter.

Thank you for your time and assistance.

Janet Craig, CTFA
Senior Vice President & Compliance Officer
Oppenheimer Trust Company
18 Columbia Turnpike
Florham Park, NJ 07932
Tel: 973-245-4635

Fax: 973-245-4699
Email: Janet.Craig@opco.com

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Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

Robert Spallina

From: Robert Spallina
Sent: Thursday, September 12, 2013 4:15 PM
To: Craig, Janet
Cc: 'Messuri, Anthony'
Subject: Bernstein Family Realty, LLC

Janet – I spoke with the CPA for the family and they have never prepared a return for this entity as it was supposedly a disregarded entity. As you know that is not the case. They could prepare a return but would need to take direction from you in that regard as Oppenheimer is the manger of the entity. I have copied Anthony Messuri on this email who prepares most of the returns for the family. Please advise as a return is required and is due this Monday. Thank you

Robert L. Spallina, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
E-mail: rspallina@tescherspallina.com

If you would like to learn more about TESCHER & SPALLINA, P.A., please visit our website at www.tescherspallina.com

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Robert Spallina

From: Roraff, Victoria [Victoria.Roraff@opco.com]
Sent: Friday, February 08, 2013 10:27 AM
To: Robert Spallina
Subject: RE: Stanford Statement Request

I don't have a file on all of them – but here's what I'm able to provide:

NM2012273 – Bernstein Holdings LLC – became G51-1403458
NM2012109 – Bernstein Family Investments LLLP – became G51-1403425
NM2010376 -
NJF011401 – Bernstein Family Investments LLLP – became G51-1403433
NJF011443 -
NJF011674 – Bernstein Family Investments LLLP – became G51-1403441
NJF010213 –

Thank you,

Vickie Roraff
Registered Client Service Associate

Oppenheimer & Co. Inc.
Boca Village Corporate Center
4855 Technology Way
Suite 400
Boca Raton, FL 33431

(T) 561-620-3117
(F) 561-416-8671
Toll Free - 888-999-3660

victoria.roraff@opco.com
http://fa.opco.com/evan.farrell

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Friday, February 08, 2013 10:07 AM
To: Roraff, Victoria
Subject: RE: Stanford Statement Request

What accounts are those?

From: Roraff, Victoria [mailto:Victoria.Roraff@opco.com]
Sent: Friday, February 08, 2013 10:04 AM
To: Robert Spallina
Subject: RE: Stanford Statement Request

Hi,

No, please scroll down on the email – no attachment.

Thanks,

Vickie

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Friday, February 08, 2013 10:03 AM
To: Roraff, Victoria
Cc: Farrell, Evan; christopher.r.prindle@jpmorgan.com
Subject: Re: Stanford Statement Request

Attachment?

Sent from my iPhone

On Feb 8, 2013, at 9:59 AM, "Roraff, Victoria" <Victoria.Roraff@opco.com> wrote:

> Good morning Robert,
>
> Please see the below note from Stanford Receivership regarding the requested statement on the funding of the home for Elliot Bernstein's children. Please let me know if there's anything else we can assist with.
>
> Thank you,
>
> *Vickie Roraff*
> Registered Client Service Associate
>
> Oppenheimer & Co. Inc.
> Boca Village Corporate Center
> 4855 Technology Way
> Suite 400
> Boca Raton, FL 33431
>
> (T) 561-620-3117
> (F) 561-416-8671
> Toll Free - 888-999-3660
>
> victoria.roraff@opco.com
> http://fa.opco.com/evan.farrell

From: Roraff, Victoria
Sent: Friday, February 08, 2013 9:10 AM
To: 'Barnhart, Marie E.'
Cc: Farrell, Evan
Subject: RE: Stanford Statement Request

Thank you Marie,

I will ask the client to go back to the receiving bank and trace it from there. I will get back to you if they are able to give more specifics.

Take care,

Vickie Roraff
Registered Client Service Associate

Oppenheimer & Co. Inc.

Boca Village Corporate Center
4855 Technology Way
Suite 400
Boca Raton, FL 33431

(T) 561-620-3117
(F) 561-416-8671
Toll Free - 888-999-3660

victoria.roraff@opco.com
http://fa.opco.com/evan.farrell

From: Barnhart, Marie E. [mailto:mbarnhart@stanfordeagle.com]
Sent: Thursday, February 07, 2013 3:57 PM
To: Roraff, Victoria
Cc: Barnhart, Marie E.
Subject: Stanford Statement Request

Vicki,

I did not find the any wire transfers in the June 2008 statement for acct NM2012273. Also checked NM2012109, NM2010376, NJF011401, NJF011443, NJF011674, NJF010213.

Let me know if you need me to check any other account numbers.

Marie Barnhart
Stanford Financial Group Receivership
mbarnhart@stanfordeagle.com
281-368-2020 Main Number
866-964-6301 Toll Free
281-368-2055 Fax

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Robert Spallina

From: Craig, Janet [Janet.Craig@opco.com]
Sent: Friday, December 14, 2012 2:09 PM
To: 'Eliot Ivan Bernstein'
Cc: Robert Spallina; 'rachel3584@gmail.com'
Subject: RE: Electrician
Attachments: Bernstein Family Realty Appt of Manager 12-14-12.pdf; image001.jpg; image002.gif

Eliot,

I have no way of knowing if you currently have homeowner's insurance. I have copied Robert Spallina and Rachel Walker on this email to see if they have any information. The payment and paperwork for the electrical work was mailed to the vendor earlier this week.

After speaking with Mr. Spallina, Oppenheimer Trust Company has agreed to step in as Manager for Bernstein Family Realty LLC while funds are available. To that end, we have cancelled the monthly remittance to your wife's checking account and ask that you send all household bills to my attention upon receipt. Household bills include utility, phone and cable bills. You should also send us any bills for the boys medical and educational expenses. All other bills will need to be covered by you and your wife.

We have set up a custody account for Bernstein Family Realty LLC and I have set you up to receive statements. We will add that account to your online access when that is set up.

Please feel free to contact me with any questions.

Janet Craig, CTFA
Senior Vice President & Compliance Officer
Oppenheimer Trust Company
18 Columbia Turnpike
Florham Park, NJ 07932
Tel: 973-245-4635
Fax: 973-245-4699
Email: Janet.Craig@opco.com

From: Eliot Ivan Bernstein [mailto:iviewit@iviewit.tv]
Sent: Friday, December 14, 2012 1:33 PM
To: Craig, Janet
Subject: Electrician

Hi Janet, I spoke to Rachel who stated you were handling the electrician and electrical work order that the homeowners insurance is contingent upon and sending the paperwork and payment to them directly. I am unclear if we have homeowners insurance at the moment or if this is presenting an immediate liability for us, please let me know if we have homeowners and if not when these matters will be resolved and when the scheduled work is for to reinstate it. Just starting to work on the paperwork re the online statements and will get it over shortly. Thanks and have a great weekend ~ Eliot

Bernstein Family Realty
Appointment and Acceptance of Successor Manager

WHEREAS, Oppenheimer Trust Company succeeded Stanford Trust Company as Successor Trustee on the Simon Bernstein Trusts for the benefit of Jacob, Joshua and Daniel Bernstein pursuant to Court Order dated July 30, 2010; and

WHEREAS, The Simon Bernstein Trusts for the Benefit of Jacob, Joshua and Daniel, are Co-Owners and Members of Bernstein Family Realty, LLC, together owning 100% interest in said LLC; and

WHEREAS, Oppenheimer Trust Company, as Trustee, acts on behalf of the Members; and

WHEREAS, Whereas Simon Bernstein was named the initial Manager of Bernstein Family Realty LLC; and

WHEREAS, Simon Bernstein passed away on September 13, 2012; and

WHEREAS, Article 5.1.2 of the Bernstein Family Realty LLC Operating Agreement allows for the Members to vote on and elect a new Manager; and

THEREFORE: Oppenheimer Trust Company exercises its right to vote for and elect a new Manager of Bernstein Family Realty LLC; and

THEREFORE: Oppenheimer Trust Company, as Trustee of the Simon Bernstein Trust for the benefit of Jacob, Joshua and Daniel, votes for and elects Oppenheimer Trust Company as Manager for Bernstein Family Realty LLC; and

Oppenheimer Trust Company

By: Janet Craig
Date: 12/14/12

Janet Craig, CTFA
Senior Vice President

Notary: Helen M. DeRosa
HELEN M. DeROSA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES ON 4-11-13

Eliot Bernstein
39 Little Ave
Red Bluff, CA 96080-3519
RE: Children's Residence

June 18, 2008

Mr. Louis Fournet
President
Stanford Trust Company
445 North Boulevard, 8th Floor
Baton Rouge, LA 70802

Dear Mr. Fournet:

Please be advised that as guardian for my children that they will be moving into a residence, with the address of 2753 NW 34th Street, Boca Raton, FL 33434.

We are requesting that the funds from the children's individual Irrevocable Trust accounts be used toward the purchase of this residence. This is necessary to provide shelter for the children. These are the only available funds for this residence. My children are listed below.

Josh Bernstein
Jacob Bernstein
Daniel Bernstein

Sincerely,

Eliot Bernstein

Eliot & Candice Bernstein
39 Little Ave
Red Bluff, CA 96080-3519

June 18, 2008

Mr. Louis Fournet
President
Stanford Trust Company
445 North Boulevard, 8th Floor
Baton Rouge, LA 70802

RE: Distribution for Children's Residence

Dear Mr. Fournet:

Please be advised that as guardians for our children, Josh, Jacob and Daniel Bernstein that they will be moving into a residence, with the address of 2753 NW 34th Street, Boca Raton, FL 33434. We hereby, indemnify Stanford Trust Company for this distribution with respect to any future needs of the children.

Sincerely,

Eliot Bernstein

Candice Bernstein

Robert Spallina

From: Robert Spallina
Sent: Monday, October 22, 2012 11:53 AM
To: 'Craig, Janet'
Cc: 'Rachel Walker'
Subject: FW: Remaining bills for Eliot's house

Janet – please coordinate this with Rachel. Thank you

From: Rachel Walker [mailto:rachel3584@gmail.com]
Sent: Friday, October 19, 2012 10:19 AM
To: Robert Spallina
Subject: Remaining bills for Eliot's house

Hi Robert!

The following bills need to be paid for this month in order for Eliot's house to be current (following what I have already paid with the $4,000 JP Morgan transfer which leaves $443.41 remaining)-

$1175	Complete Plumbing
$620	Kool Ray
$390	Cleaning lady
$150	Pest Aside
$1909.94	Saint Andrews School (bookstore charges etc. I put a call into the business office as to why it's so high)
$1261	Costa Rica trip for Josh with school
$1250	Casey Powell Lacrosse for Josh and Danny
$255	Athletes Edge Academy for Danny

Totaling $7010.94

These bills are so out of the ordinary just so you know... Complete plumbing is from a few months ago when we had a water heater leak at Eliot's and Si told me he paid it (I was out of town) and then Candice confirmed with me that it wasn't paid and Bryan had sent me this bill. Kool Ray is from August when one of the AC units had a broken line. The Saint Andrews bookstore charges are astronomical and I will keep calling the business office until I get an itemized list/answer as to why it's so high. Cleaning lady, Pest Aside and Casey Powell are pretty constant though Casey Powell is a payment for 3 months of that lacrosse league.

Robert Spallina

From: Rachel Walker [rachel3584@gmail.com]
Sent: Wednesday, October 17, 2012 9:54 AM
To: Robert Spallina
Subject: Fwd: [BULK] FW: Berstein Family Realty- LLC # 0002346146

Sent from my iPhone

Begin forwarded message:

From: "Judi Harden" <judi@masseyclarkfischer.com>
Date: October 17, 2012, 8:59:20 AM EDT
To: "'Rachel Walker'" <rachel3584@gmail.com>
Cc: "Eric Fischer" <eric@masseyclarkfischer.com>
Subject: FW: [BULK] FW: Berstein Family Realty- LLC # 0002346146

Rachel:

Below is the response back from the company has to why they would not reinstate the homeowners policy.

Let me know if you have any further questions.

Thanks!

Judi Harden, ACSR
Senior Personal Lines Account Manager
Massey, Clark, Fischer, Inc.
Insurance & Financial Services
Since 1958

Phone: (561)478-1660, Ext 3765 Fax: (561)478-6876
My Direct Phone: (561)296-3765
My Direct Fax: (561)296-5212
E-mail: judi@masseyclarkfischer.com
Address: 400 Executive Center Drive, Suite 205 West Palm Beach, FL 33401

Visit our Virtual Insurance Office www.masseyclarkfischer.com

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Please note we are a FULL SERVICE Agency and we can provide Life, Health, Disability, Long Term Care, Bonds, Auto, Home, Flood, complete Business Insurance coverage's including Property/Liability/Auto/Workers Compensation, 401(k) Retirement

Plans and Employee Group Health/Dental/Life. Please let us know if we can show you any of these other plans we offer.

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From: Cecy [mailto:cecyg@nsigroup.org]
Sent: Tuesday, October 16, 2012 5:34 PM
To: 'Judi Harden'
Cc: 'Emily'; cecyg@nsigroup.org; cindyz@nsigroup.org
Subject: RE: [BULK] FW: Berstein Family Realty- LLC # 0002346146

The underwriter advised the account was not profitable and they were not in a position to offer reinstatement. Sorry we couldn't help on this.

CECY FOR FELICIA DIAZ
RMAG
8181 NW 154TH STREET #230
MIAMI LAKES, FL. 33016
FELICIAD@RMAGGROUP.ORG
305-512-0588
305-556-3680

From: Judi Harden [mailto:judi@masseyclarkfischer.com]
Sent: Tuesday, October 16, 2012 2:31 PM
To: cecyg@nsigroup.org
Cc: Emily
Subject: [BULK] FW: Berstein Family Realty- LLC # 0002346146
Importance: High

Cecy:

The insured wants to know the reason for the company's decision.

Please advise!

Thanks!

Judi Harden, ACSR
Senior Personal Lines Account Manager
Massey, Clark, Fischer, Inc.
Insurance & Financial Services
Since 1958

Phone: (561)478-1660, Ext 3765 Fax: (561)478-6876
My Direct Phone: (561)296-3765
My Direct Fax: (561)296-5212
E-mail: judi@masseyclarkfischer.com
Address: 400 Executive Center Drive, Suite 205 West Palm Beach, FL 33401

Visit our Virtual Insurance Office www.masseyclarkfischer.com

In our efforts to be environmentally conscious, this is being delivered to you via email and originals will not be mailed unless otherwise requested.

From: Rachel Walker [mailto:rachel3584@gmail.com]
Sent: Tuesday, October 16, 2012 2:27 PM
To: Judi Harden
Subject: Re: Berstein Family Realty- LLC # 0002346146

On what basis?!? Do they know that Si died??

Sent from my iPhone

On Oct 16, 2012, at 2:17 PM, "Judi Harden" <judi@masseyclarkfischer.com> wrote:

> **Rachel:**
>
> **See below! Not good news on the homeowners.**
>
> **I'm sorry!**
>
> Judi Harden, ACSR
> Senior Personal Lines Account Manager
> Massey, Clark, Fischer, Inc.
> Insurance & Financial Services
> Since 1958
>
> Phone: (561)478-1660, Ext 3765 Fax: (561)478-6876
> My Direct Phone: (561)296-3765
> My Direct Fax: (561)296-5212
> E-mail: judi@masseyclarkfischer.com
> Address: 400 Executive Center Drive, Suite 205 West Palm Beach, FL 33401
>
> Visit our Virtual Insurance Office www.masseyclarkfischer.com
>
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From: Cecy [mailto:cecyg@nsigroup.org]
Sent: Tuesday, October 16, 2012 1:46 PM
To: 'Judi Harden'
Cc: cecyg@nsigroup.org; cindyz@nsigroup.org
Subject: RE: Berstein Family Realty- LLC # 0002346146

Judy,

I emailed Chartis last night to review the account for reinstatement. They have just replied and have advised they will not be in position to offer reinstatement on the account.

Sorry we couldn't help you out on this.

CECY FOR FELICIA DIAZ
RMAG
8181 NW 154TH STREET #230
MIAMI LAKES, FL. 33016
FELICIAD@RMAGGROUP.ORG
305-512-0588
305-556-3680

From: Judi Harden [mailto:judi@masseyclarkfischer.com]
Sent: Tuesday, October 16, 2012 9:04 AM
To: cecyg@nsigroup.org
Subject: RE: [BULK] RE: Berstein Family Realty- LLC # 0002346146
Importance: High

Cecy:

Rachel said she paid the premium for the auto and umbrella policies – can you confirm? Also, let me know what the next step is to get the homeowners policy reinstated.

She said she tried to talk to the person about the homeowners when she made the payments and they didn't have a clue about what she was talking about.

Thanks!

Judi Harden, ACSR
Senior Personal Lines Account Manager
Massey, Clark, Fischer, Inc.
Insurance & Financial Services
Since 1958

Phone: (561)478-1660, Ext 3765 Fax: (561)478-6876
My Direct Phone: (561)296-3765
My Direct Fax: (561)296-5212
E-mail: judi@masseyclarkfischer.com
Address: 400 Executive Center Drive, Suite 205 West Palm Beach, FL 33401

Visit our Virtual Insurance Office www.masseyclarkfischer.com

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From: Cecy [mailto:cecyg@nsigroup.org]
Sent: Monday, October 15, 2012 4:57 PM
To: 'Judi Harden'
Cc: cecyg@nsigroup.org; cindyz@nsigroup.org
Subject: RE: [BULK] RE: Berstein Family Realty- LLC # 0002346146

She has not called me – and I will still need to obtain approval from the company if they are willing to reinstate.

Regards,

CECY FOR FELICIA DIAZ
RMAG
8181 NW 154TH STREET #230
MIAMI LAKES, FL. 33016
FELICIAD@RMAGGROUP.ORG
305-512-0588
305-556-3680

From: Judi Harden [mailto:judi@masseyclarkfischer.com]
Sent: Monday, October 15, 2012 4:40 PM
To: cecyg@nsigroup.org
Subject: [BULK] RE: Berstein Family Realty- LLC # 0002346146
Importance: High

Thank you Cecy!

The agent and I just spoke to Rachel Walker. She is supposed to call you today to make payment on the auto and umbrella policies. Will you confirm to me that she did do this so that we can proceed to get the homeowners policy reinstated. I really appreciate all your help in this!

Thanks!

Judi Harden, ACSR
Senior Personal Lines Account Manager
Massey, Clark, Fischer, Inc.
Insurance & Financial Services
Since 1958

Phone: (561)478-1660, Ext 3765 Fax: (561)478-6876
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From: Cecy [mailto:cecyg@nsigroup.org]
Sent: Monday, October 15, 2012 3:20 PM
To: judi@masseyclarkfischer.com
Cc: cecyg@nsigroup.org; cindyz@nsigroup.org
Subject: Berstein Family Realty- LLC # 0002346146

Hi Judy,

As a follow up to our phone conversation, please note Ms. Rachel Walker called our office and has advised she is working in conjunction with the attorney on the insured's estate. Mr. Bernstein has passed away and they are reviewing his mail along with other notices. She came across a cancellation notice and is looking for reinstatement on the home which cancelled 9/23/12 for nonpayment. The auto and excess will cancel tomorrow, 10/16 but she is not interested in reinstating these two policies.

I advised her we could not reinstate the home at this time as a stand-alone policy.

If they are willing to pay the auto and excess today, we can approach Chartis to see if they will make an exception and reinstate the home with a no loss statement.

Please advise how you would like us to proceed?

Regards,

CECY FOR FELICIA DIAZ
RMAG
8181 NW 154TH STREET #230
MIAMI LAKES, FL. 33016
FELICIAD@RMAGGROUP.ORG
305-512-0588
305-556-3680

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Checked by AVG - www.avg.com
Version: 2012.0.2221 / Virus Database: 2441/5333 - Release Date: 10/15/12

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This message has been scanned. No virus found in this message.
Checked by AVG - www.avg.com
Version: 2012.0.2221 / Virus Database: 2441/5334 - Release Date: 10/15/12

Robert Spallina

From: Ted Bernstein [tbernstein@lifeinsuranceconcepts.com]
Sent: Monday, October 15, 2012 7:35 PM
To: Robert Spallina
Subject: FW: Insurance

This has been paid in full, $3842 was necessary to retain coverage.

Speak with you tomorrow...

From: Rachel Walker [mailto:rachel3584@gmail.com]
Sent: Monday, October 15, 2012 6:09 PM
To: Ted Bernstein
Subject: Insurance

I have talked with Chartis about reinstating Eliot's homeowners policy and they are saying they will not do it unless we pay Si's umbrella and auto policy by today. Otherwise those get cancelled effective tomorrow and then we can't reinstate any policies. I or you can call in payment to 1-866-856-6855. The auto policy is0006920279 $800.25, and the umbrella policy is 0003212654 $187.25 per Eric Fischer. Please advise me as soon as you can.

Thanks,

Rachel

Sent from my iPhone

Robert Spallina

From: Robert Spallina
Sent: Wednesday, October 10, 2012 10:06 AM
To: 'Craig, Janet'
Cc: 'Farrell, Evan'
Subject: FW: FACTS Payment Plan Confirmation (6300528)

Janet – looks like the payment is more than we thought. Other items to follow

Robert L. Spallina, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
E-mail: rspallina@tescherspallina.com

If you would like to learn more about TESCHER & SPALLINA, P.A., please visit our website at www.tescherspallina.com

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From: Rachel Walker [mailto:rachel3584@gmail.com]
Sent: Wednesday, October 10, 2012 7:19 AM
To: Robert Spallina
Subject: Fwd: FACTS Payment Plan Confirmation (6300528)

Sent from my iPhone

Begin forwarded message:

> **From:** FACTS Management Company <noreply2@factsmgt.com>
> **Date:** May 22, 2012, 2:07:33 PM EDT
> **To:** <rachel3584@gmail.com>
> **Subject: FACTS Payment Plan Confirmation (6300528)**
>
> **FACTS Management Company** **Agreement #: 101576**
> ***Confirmation Notification***
> Mr. Simon Bernstein: 05/22/2
>
> Thank you for using FACTS Management Company to make your payment for Saint Andrew's School. The person responsible for payment on this agreement is Mr. Simon Bernstein.
>
> The following Additional Authorized Parties have been added to the agreement:
> Rachel Walker

The total balance due to Saint Andrew's School is $55,521.00. Details about your balance are located at the end of this notice.

Your schedule of payments is listed below. Payments will be processed automatically from your checking account with Legacy Bank until the balance is paid in full.

Date	Description	Amount
06/05/2012	Payment	$5,552.10
07/05/2012	Payment	$5,552.10
08/06/2012	Payment	$5,552.10
09/05/2012	Payment	$5,552.10
10/05/2012	Payment	$5,552.10
11/05/2012	Payment	$5,552.10
12/05/2012	Payment	$5,552.10
01/07/2013	Payment	$5,552.10
02/05/2013	Payment	$5,552.10
03/05/2013	Payment	$5,552.10

Fee Information:

A $30.00 FACTS returned payment fee will be assessed for each returned payment.

Customer Service and Online Access:

This confirmation notification is based on the terms of your original agreement. To manage your agreement information or make payments online, go to https://online.factsmgt.com. If clicking the link does not work in your email program you can copy the entire link and paste it into the address box of your browser.

Please contact customer service representatives at (866) 441-4637 with any questions. If you have questions regarding the terms of your payment plan, please contact Saint Andrew's-June Shumate/Cherry Fiske at 561-210-2038.

Sincerely,

FACTS Management Company

Balance Details

Name	Description	Amount
Daniel Bernstein	Tuition	$16,443.00
Jacob Bernstein	Tuition	$18,639.00
Joshua Bernstein	Tuition	$20,439.00

Do NOT reply to this message. Replies will not be read.

Robert Spallina

From: Robert Spallina
Sent: Wednesday, October 10, 2012 10:54 AM
To: 'Craig, Janet'
Cc: 'Farrell, Evan'
Subject: FW: Bernstein Family
Attachments: Bills for Trust.pdf; image001.jpg; image002.jpg

Janet – bills that Candice sent last week. See he email below

---

From: Candice M Bernstein [mailto:candyb@rockitcargo.com]
Sent: Tuesday, October 02, 2012 9:30 PM
To: Robert Spallina
Cc: iviewit@iviewit.tv
Subject: Bernstein Family

Hi Mr. Spallina, please find the attached bills for Eliot Bernstein Family that have been paid from the trust in the past. I would also like to inquire as to the current status of bills for Bernstein Family LLC that are instrumental for the property address at 2753 NW 34th Street, Boca Raton, FL 33434 as well as the children's school bills and other necessary living expenses. Rachel has stated she has forwarded all the bills to you for payment so that there is no interruption in our services and daily lives. Please forward a copy of all our families trust information and copies of all bills and expenses being paid as soon as possible. Thank you, Eliot and Candice Bernstein

Candice Bernstein
Business Development Manager
Rock-It Cargo USA LLC
candyb@rockitcargo.com
(561) 245.8644 (o)
(561) 886.7627 (c)

Corporate HQ - Los Angeles, California
5438 West 104th Street
Los Angeles, CA 90045
Rock It Cargo USA LLC @ **http://www.rockitcargo.com**

CONFIDENTIALITY NOTICE:
The information in this Email and any attachments are confidential and are intended for the addressee only. Any unauthorized use, distribution, copying or disclosure of this communication is strictly prohibited. If you have received this communication in error, please contact the sender immediately. It is our policy that E-mails are intended for and be used for business purposes only. No responsibility is accepted by Rock-It Cargo USA LLC for personal E-mails, or E-mails unconnected with the company business. Rock-It Cargo USA LLC conducts all business transactions in accordance with its terms and conditions. Use of our services constitutes acceptance of our terms and conditions. A copy of the terms and conditions is available upon request or can be obtained from our website @ http://www.rockitcargo.com/ktml2/files/uploads/RICTCS.pdf

Robert Spallina

From: Robert Spallina
Sent: Friday, October 12, 2012 2:27 PM
To: 'Craig, Janet'
Subject: Bernstein Family LLC
Attachments: DOC101212.pdf

Janet - Let's discuss on Monday. There are bills to be paid and things are going to be shot off soon. Thank you

Robert L. Spallina, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
E-mail: rspallina@tescherspallina.com

If you would like to learn more about TESCHER & SPALLINA, P.A., please visit our website at www.tescherspallina.com

The information contained in this message is legally privileged and confidential information intended only for the use of the individual or entity named above. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. If you have received this communication in error, please immediately notify us by e-mail or telephone. Thank you.

Expense	Vendor	Mo. Amount	Annually	Date Last Paid	Amount
Pool	Aquatic Isles	80.00	960.00	8/27/2012	80.00
Electric	FPL	500.00	6,000.00	8/23/2012	460.62
Water	City of Boca	100.00	1,200.00	8/27/2012	128.00
Landscape	CM Landscaping	200.00	2,400.00	8/27/2012	380.00
School	St. Andrews	5,552.10	66,625.20	10/05/2012 (automated de	5,552.10
Housekeeping	A maculate Cleaning	600.00	7,200.00	9/6/2012	180.00
Phones, cable, internet	Comcast	350.00	4,200.00	8/23/2012	287.89
Property taxes			2012 projected- 5306.43		
Homeowners Insurance	Chartis	811.00	9,732.00	waiting for call back to rei	
Exterminator	Pest-A-Side	33.00	396.00	7/30/2012	33.00
Air conditioning maintenance	Kool Ray	150.00	*when needed	7/30/2012	135.00
Mortgage	Walt Sahm	3,850.00	*every June we pay just the interest	6/6/2012	3,850.00
Security maintenance/alarm	Your Security Connecti	185.46	*quarterly	6/21/2012	185.46
Totals		**12,226.10**	**98,713.20**		

also keep in mind that there are ALWAYS incidentals like boys sports, school trips, landscaping extras, handyman (which really is a constant expense to upkeep the house), an AC breaking or a plumbing problem etc...

TESCHER & SPALLINA, P.A.
ATTORNEYS-AT-LAW

DONALD R. TESCHER
ROBERT L. SPALLINA
KIMBERLY MORAN
LEGAL ASSISTANT

BOCA CORPORATE CENTER, SUITE 107
2101 CORPORATE BOULEVARD
BOCA RATON, FLORIDA 33431

TEL: 561.998.7847
FAX: 561.998.2642
WWW.TESCHERLAW.COM

September 26, 2008

Personal & Confidential

VIA U.S. Mail
Mr. Simon L. Bernstein
Life Insurance Concepts
950 Peninsula Corporate Circle
Suite 3010
Boca Raton, FL 33487

Re: Bernstein Family Realty, LLC

Dear Si:

Enclosed for your file is the original Second Mortgage which was recorded on September 4, 2008.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Robert L. Spallina/km

ROBERT L. SPALLINA

RLS/km

Enclosures

cc: Donald R. Tescher, Esq.

CFN 20080327651
OR BK 22841 PG 1818
RECORDED 09/04/2008 14:10:25
Palm Beach County, Florida
AMT 365,000.00
Deed Doc 1,277.50
Sharon R. Bock,CLERK & COMPTROLLER
Pgs 1818 - 1820; (3pgs)

This Instrument prepared by:

Robert L. Spallina, Esq.
Tescher & Spallina, P.A.
2101 Corporate Boulevard, Suite 107
Boca Raton, FL 33431
(561) 998-7847

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS $365,000.00, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS SECOND MORTGAGE.

SECOND MORTGAGE

THIS SECOND MORTGAGE is made and executed the 8th day of July, 2008, by SIMON L. BERNSTEIN, whose address is 7020 Lions Head Lane, Boca Raton, Florida 33496, hereinafter referred to as the "Mortgagee"(which term shall include the Mortgagee's heirs, successors and assigns), to BERNSTEIN FAMILY REALTY, LLC, a Florida limited liability company whose post office address is 950 Peninsula Corporate Circle, Suite 3010, Boca Raton, Florida 33487, hereinafter referred to as the "Mortgagor" (which term shall include the Mortgagor's heirs, successors and assigns).

WITNESSETH, for good and valuable considerations, and in consideration of the aggregate sum in that certain promissory note of even date herewith (hereinafter referred to as the "Note"), Mortgagor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Mortgagee, in fee simple, that certain property of which Mortgagor is now seized and possessed situate in Palm Beach County, State of Florida, legally described as follows, including all improvements now or hereafter placed thereon, which property and improvements are hereinafter referred to collectively as the "Property":

> Lot 68, Block G, BOCA MADERA UNIT 2, according to the Plat thereof, recorded in Plat Book 32, Pages 59 and 60, of the Public Records of Palm Beach County, Florida.

TO HAVE AND TO HOLD the Property, together with the tenements, hereditaments and appurtenances thereof, unto Mortgagee in fee simple.

AND Mortgagor hereby covenants with Mortgagee that Mortgagor is indefeasibly seized of the Property in fee simple, that Mortgagor has full power and lawful right to convey the Property to Mortgagee in fee simple, that it shall be lawful for Mortgagee at all times peaceably and quietly to enter upon, hold, occupy and enjoy the Property, that the Property is free from all encumbrances, that Mortgagor will make such further assurance to perfect the fee simple title to the Property in Mortgagee as may reasonably be required, and that Mortgagor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS, that if Mortgagor shall pay unto Mortgagee the Note, of which the following in words and figures is a true copy:

See Attached Exhibit "A"

and shall perform, comply with and abide by all of the conditions and covenants of the Note and of this Second Mortgage, then this Second Mortgage and the estate thereby created shall cease and be null and void.

AND Mortgagor hereby covenants and agrees as follows:

1. To pay all the principal and interest and other sums of money payable under the Note and this Second Mortgage, or either of them, promptly on the days the same severally become due and any other Note or Second Mortgage securing the property described herein.

2. To pay all the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on the Property, and if the same be not promptly paid, Mortgagee may at any time pay the same without waiving or affecting the option to foreclose or any right hereunder, and every payment so made shall bear interest from the date thereof at the rate of eighteen (18%) percent per annum. Mortgagor shall pay the annual real estate taxes no later than November 30th of each year and shall send Mortgagee proof of payment no later than December 31st of said year.

3. To pay all and singular the costs, charges and expenses, including reasonable attorney's fees, incurred or paid at any time by Mortgagee because of the failure on the part of Mortgagor to perform each and every covenant of the Note and this Second Mortgage, or either of them, and every such payment shall bear interest from the date of payment by Mortgagee at the rate of eighteen (18%) percent per annum.

4. To keep the Property insured in a sum not less than the greater of (a) $365,000 or (b) the maximum insurable value of the improvements thereon, in a company or companies to be approved by Mortgagee, which policy or policies shall be held by and shall be payable to Mortgagee, and in the event any sum of money becomes payable under such policy or policies, Mortgagee shall have the option to receive and apply the same on account of the indebtedness hereby secured or to permit the Mortgagor to receive and use it or any part thereof for other purposes, without thereby waiving or impairing any equity, lien or right under or by virtue of this Second Mortgage, and may place and pay for such insurance or any part thereof without waiving or affecting the option to foreclose or any right hereunder, and each and every such payment shall bear interest from the date of payment by Mortgagee at the rate of ten (10%) percent per annum.

5. To permit, commit or suffer no waste, impairment or deterioration of the Property or any part thereof.

6. To perform, comply with, and abide by each and every condition and covenant set forth in the Note and in this Second Mortgage.

7. If any of said sums of money herein referred to be not promptly and fully paid within ten (10) days after the same severally become due and payable, or if each and every one of the conditions

and covenants of the Note and this Second Mortgage, or either of them, are not fully performed, the aggregate sum due under the Note shall become due and payable forthwith or thereafter at the option of the Mortgagee, as fully and completely as if the said aggregate sum of $365,000 were originally stipulated to be paid on such day, anything in the Note or this Second Mortgage to the contrary notwithstanding. In addition to the above provisions, any payments made more than fifteen (15) days after their due date shall be subject to an automatic late charge of ten (10%) percent of the amount of said payment.

8. If all or any part of the described property or any legal or equitable interest therein is sold, transferred or encumbered by Mortgagor, excluding a transfer by devise, descent or by operation of law upon the death of Mortgagor, Mortgagee may, at Mortgagee's sole option, declare all the sums secured by this Second Mortgage to be immediately due and payable.

9. In the event Mortgagee finds it necessary to bring suit against Mortgagor due to an alleged default by Mortgagor hereunder, and Mortgagee prevails in said litigation, Mortgagee shall be entitled to recover from Mortgagor any and all costs and reasonable attorney's fees incurred by Mortgagee in said litigation.

IN WITNESS WHEREOF, the Mortgagor has caused these presents to be executed in its name, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, Sealed & Delivered

in the presence of:

Jordyn Johnson
(Print Name)

Juliana Goldman
(Print Name)

BERNSTEIN FAMILY REALTY, LLC a Florida limited liability company

By: _____
SIMON L. BERNSTEIN, Manager

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 8th day of July, 2008, by SIMON L. BERNSTEIN, Manager for BERNSTEIN FAMILY REALTY, LLC.

NOTARY PUBLIC-STATE OF FLORIDA
Diana Banks
Commission # DD770917
Expires: MAY 11, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

_____
Signature of Notary Public

_____
(Print, type or Stamp Commissioned Name of Notary Public)
Personally Known ✓ or Produced Identification _____
Type of Identification Produced _____

CESCHER & SPALLINA, P.A.

ATTORNEYS-AT-LAW

DONALD
ROBERT
KIMBERL
LEGAL ASSI

August 29, 2008

Clerk of the Circuit Court
Attn: Recording Department
P.O. Box 4177
West Palm Beach, FL 33402

Re: Bernstein Family Realty, LLC - Second Mortgage

Dear Sir or Madam:

Enclosed for recordation is a Second Mortgage in the amount of $365,000 from Simon L. Bernstein as Mortgagee to Bernstein Family Realty, LLC, as Mortgagor, together with two checks: one in the amount of $1296.60 and one in the amount of $8.50, both representing recording fees and documentary stamp fees due.

The Promissory Note in connection with the mortgage is exempt from intangibles tax under Section 201.08 of the Florida Statutes, as it was executed and delivered out-of-state, a copy of which is enclosed along with the Affidavit of Out-of-State Execution and Delivery.

If you have any questions with regard to the foregoing, please do not hesitate to contact me.

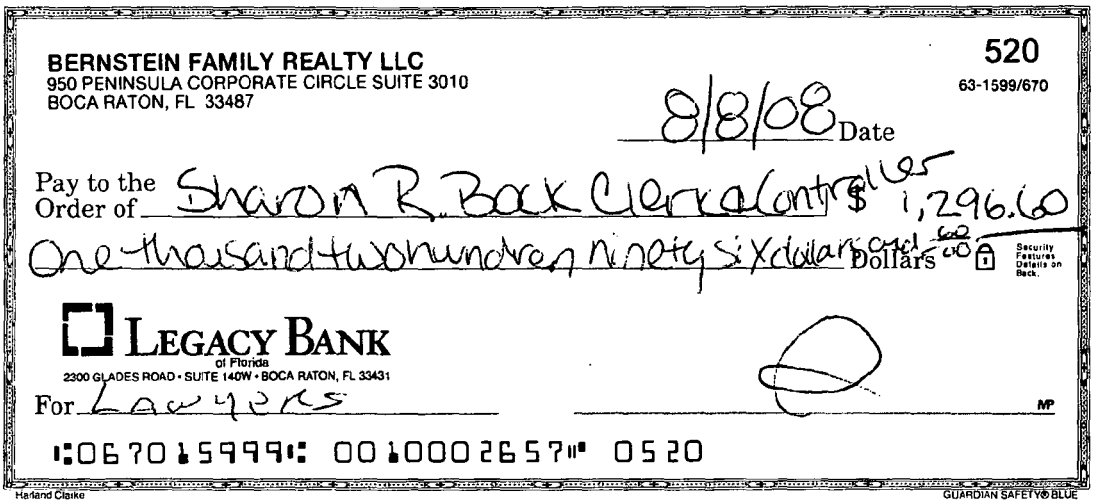
Sincerely,

ROBERT L. SPALLINA

RLS/km

Enclosures

cc: Mr. and Mrs. Simon L. Bernstein (w/o enc.)



BERNSTEIN FAMILY REALTY LLC
950 PENINSULA CORPORATE CIRCLE SUITE 3010
BOCA RATON, FL 33487

520
63-1599/670

8/8/08 Date

Pay to the Order of Sharon R. Bock Clerk & Controller $ 1,296.60

One thousand two hundred ninety six dollars and 60 cents Dollars

Security Features Details on Back.

LEGACY BANK of Florida
2300 GLADES ROAD • SUITE 140W • BOCA RATON, FL 33431

For Lawyers

MP

⑆067015999⑆ 00100026571" 0520

Harland Clarke GUARDIAN SAFETY® BLUE

TESCHER & SPALLINA P.A.

CHECK DEPOSIT: _____ TRUST: _____ DATE: 8/29/08

CHECK REQUEST: ✓ FIRM: ✓

CLIENT CHARGE: _____

CLIENT/FILE: Bernstein FILE No.: 11187.001

PAYEE/PAYOR: Sharon R. Bock, Clerk & Comptroller

AMOUNT: $8.50 PAYMENT FOR: recording fees

SPECIAL INSTRUCTIONS: _____

PERSON REQUESTING/ATTORNEY: Kimberly

POSTED: _____ DATE: _____ BY: _____

5116

TESCHER & SPALLINA, P.A.
OPERATING ACCOUNT
2101 CORPORATE BLVD, SUITE 107
BOCA RATON, FL 33431

63-964-670

DATE 8/29/08

PAY TO THE ORDER OF Sharon R. Bock, Clerk & Comptroller $ 8.50

eight & 50/100 DOLLARS

Security Features Included Details on Back

Mellon United National Bank
Boca Raton, Florida

FOR Bernstein/11187.001 Kimberly Moran MP

⑈005116⑈ ⑆067009646⑆ 022004765⑈

This Instrument prepared by:

Robert L. Spallina, Esq.
Tescher & Spallina, P.A.
2101 Corporate Boulevard, Suite 107
Boca Raton, FL 33431
(561) 998-7847

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WITNESSETH, for good and valuable considerations, and in consideration of the aggregate sum in that certain promissory note of even date herewith (hereinafter referred to as the "Note"), Mortgagor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Mortgagee, in fee simple, that certain property of which Mortgagor is now seized and possessed situate in Palm Beach County, State of Florida, legally described as follows, including all improvements now or hereafter placed thereon, which property and improvements are hereinafter referred to collectively as the "Property":

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TO HAVE AND TO HOLD the Property, together with the tenements, hereditaments and appurtenances thereof, unto Mortgagee in fee simple.

AND Mortgagor hereby covenants with Mortgagee that Mortgagor is indefeasibly seized of the Property in fee simple, that Mortgagor has full power and lawful right to convey the Property to Mortgagee in fee simple, that it shall be lawful for Mortgagee at all times peaceably and quietly to enter upon, hold, occupy and enjoy the Property, that the Property is free from all encumbrances, that Mortgagor will make such further assurance to perfect the fee simple title to the Property in Mortgagee as may reasonably be required, and that Mortgagor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS, that if Mortgagor shall pay unto Mortgagee the Note, of which the following in words and figures is a true copy:

See Attached Exhibit "A"

and shall perform, comply with and abide by all of the conditions and covenants of the Note and of this Second Mortgage, then this Second Mortgage and the estate thereby created shall cease and be null and void.

AND Mortgagor hereby covenants and agrees as follows:

1. To pay all the principal and interest and other sums of money payable under the Note and this Second Mortgage, or either of them, promptly on the days the same severally become due and any other Note or Second Mortgage securing the property described herein.

2. To pay all the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on the Property, and if the same be not promptly paid, Mortgagee may at any time pay the same without waiving or affecting the option to foreclose or any right hereunder, and every payment so made shall bear interest from the date thereof at the rate of eighteen (18%) percent per annum. Mortgagor shall pay the annual real estate taxes no later than November 30th of each year and shall send Mortgagee proof of payment no later than December 31st of said year.

3. To pay all and singular the costs, charges and expenses, including reasonable attorney's fees, incurred or paid at any time by Mortgagee because of the failure on the part of Mortgagor to perform each and every covenant of the Note and this Second Mortgage, or either of them, and every such payment shall bear interest from the date of payment by Mortgagee at the rate of eighteen (18%) percent per annum.

4. To keep the Property insured in a sum not less than the greater of (a) $365,000 or (b) the maximum insurable value of the improvements thereon, in a company or companies to be approved by Mortgagee, which policy or policies shall be held by and shall be payable to Mortgagee, and in the event any sum of money becomes payable under such policy or policies, Mortgagee shall have the option to receive and apply the same on account of the indebtedness hereby secured or to permit the Mortgagor to receive and use it or any part thereof for other purposes, without thereby waiving or impairing any equity, lien or right under or by virtue of this Second Mortgage, and may place and pay for such insurance or any part thereof without waiving or affecting the option to foreclose or any right hereunder, and each and every such payment shall bear interest from the date of payment by Mortgagee at the rate of ten (10%) percent per annum.

5. To permit, commit or suffer no waste, impairment or deterioration of the Property or any part thereof.

6. To perform, comply with, and abide by each and every condition and covenant set forth in the Note and in this Second Mortgage.

7. If any of said sums of money herein referred to be not promptly and fully paid within ten (10) days after the same severally become due and payable, or if each and every one of the conditions

and covenants of the Note and this Second Mortgage, or either of them, are not fully performed, the aggregate sum due under the Note shall become due and payable forthwith or thereafter at the option of the Mortgagee, as fully and completely as if the said aggregate sum of $365,000 were originally stipulated to be paid on such day, anything in the Note or this Second Mortgage to the contrary notwithstanding. In addition to the above provisions, any payments made more than fifteen (15) days after their due date shall be subject to an automatic late charge of ten (10%) percent of the amount of said payment.

8. If all or any part of the described property or any legal or equitable interest therein is sold, transferred or encumbered by Mortgagor, excluding a transfer by devise, descent or by operation of law upon the death of Mortgagor, Mortgagee may, at Mortgagee's sole option, declare all the sums secured by this Second Mortgage to be immediately due and payable.

9. In the event Mortgagee finds it necessary to bring suit against Mortgagor due to an alleged default by Mortgagor hereunder, and Mortgagee prevails in said litigation, Mortgagee shall be entitled to recover from Mortgagor any and all costs and reasonable attorney's fees incurred by Mortgagee in said litigation.

IN WITNESS WHEREOF, the Mortgagor has caused these presents to be executed in its name, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, Sealed & Delivered

in the presence of:

Jaclyn Johnson
(Print Name)

Juliana Goldman
(Print Name)

BERNSTEIN FAMILY REALTY, LLC a Florida limited liability company

By: _____
SIMON L. BERNSTEIN, Manager

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 8th day of July, 2008, by SIMON L. BERNSTEIN, Manager for BERNSTEIN FAMILY REALTY, LLC.

NOTARY PUBLIC-STATE OF FLORIDA
Diana Banks
Commission # DD770917
Expires: MAY 11, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

_____
Signature of Notary Public

_____
(Print, type or Stamp Commissioned Name of Notary Public)
Personally Known ✓ or Produced Identification _____
Type of Identification Produced _____

PROMISSORY NOTE

$365,000.00

Effective as of July 1, 2008
Ashville, North Carolina

For value received, the undersigned promises to pay to the order of SIMON L. BERNSTEIN the principal sum of Three Hundred Sixty Five Thousand ($365,000.00) Dollars, together with all interest thereon from the date hereof, to be paid in lawful money of the United States of America. Interest payments under this Note shall be calculated using the long-term Applicable Federal Rate for July 2008 of four and 55/100 (4.55%) percent, compounded semi-annually, and payable on each anniversary of this Note. Interest payments shall commence one year from the date hereof and shall be paid annually on the same date each year thereafter. The entire principal balance, and all accrued but unpaid interest, shall be due on the earlier of fifteen (15) years from the date hereof, or the death of SIMON L. BERNSTEIN.

This Note may be prepaid in whole or in part at anytime without penalty; provided that any partial prepayment shall be applied first to accrued interest and then to principal. This Note is secured by a Second Mortgage of even date herewith. Upon a default in the payment of this Note of principal and/or interest or in the performance of any of the terms of said Mortgage, and if such default shall remain uncured for thirty (30) days after written notice thereof has been given to Maker, then, at the option of the holder, the entire principal sum remaining unpaid, together with accrued interest, shall become immediately due and payable without further notice. This Note, while in default, shall accrue interest at the highest lawful rate of interest permitted by law. This Note shall be governed by the laws of the State of Florida.

All makers, endorsers, and/or guarantors now or hereafter becoming parties hereto jointly and severally waive presentment, demand, protest, notices of nonpayment, dishonor, and protest and all notices of every kind, and jointly and severally agree that in the event of default in the payment of any principal or interest due hereunder, which shall continue for a period of fifteen (15) days, or upon the occurrence of any other event deemed a default hereunder or any instrument or document securing the payment of this Note, the unpaid indebtedness, together with all accrued interest, shall thereupon, at the option of the holder, become immediately due and payable.

All makers, endorsers and/or guarantors now or hereafter becoming parties hereto jointly and severally agree, if this Note becomes in default and is placed in the hands of an attorney for collection, to pay the costs of collection, including reasonable attorneys' and accountants' fees, and similar costs in the event of appellate review, whether by appeal, certiorari, or other appellate remedies.

No single or partial exercise of any power hereunder shall preclude other or further exercises thereof or the exercise of any other power. No delay or omission on the part of the holder hereof in exercising any right hereunder shall operate as a waiver of such right or of any right under this Note. The release of any party liable for this Note shall not operate to release any other party liable hereon.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed at Ashville, North Carolina, effective as of the day and year first above written.

BERNSTEIN FAMILY REALTY, LLC, a Florida limited liability company

By: _____
SIMON BERNSTEIN, Manager

AFFIDAVIT OF OUT-OF STATE EXECUTION AND DELIVERY

STATE OF FLORIDA

COUNTY OF PALM BEACH

Before me this day personally appeared SIMON L. BERNSTEIN ("Affiant"), Manager of BERNSTEIN FAMILY REALTY, LLC, a Florida limited liability company (the "Company"), who being first duly sworn by me, deposes and says:

1. That Affiant is the Manager of the Company;

2. That on July 3, 2008, Affiant, on behalf of the Company, executed in the State of North Carolina that certain promissory note payable to SIMON L. BERNSTEIN in the original principal amount of Three Hundred Sixty Five Thousand ($365,000.00) Dollars (the "Promissory Note"); and

3. That Affiant delivered the Promissory Note directly to SIMON L. BERNSTEIN at Ashville, North Carolina for delivery and acceptance.

FURTHER AFFIANT SAYETH NOT.

SIMON L. BERNSTEIN

The foregoing instrument was acknowledged before me this 8th day of July, 2008, by SIMON L. BERNSTEIN, Manager of the Company.

NOTARY PUBLIC-STATE OF FLORIDA
Diana Banks
Commission # DD770917
Expires: MAY 11, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

Signature - Notary Public

[Seal with Commission Expiration Date]

Diana Banks

Print, type or stamp name of Notary Public

Personally Known ✓ or Produced Identification _____

Type of Identification Produced _____

Robert Spallina

From: Robert Spallina
Sent: Tuesday, August 05, 2008 9:18 AM
To: 'Prindle, Christopher R.'
Cc: 'Diana Banks'
Subject: Bernstein Family Realty, LLC Operating Agreement

Chris - can you please follow-up with Louis Fournet regarding the above referenced document. It has been two months since we first sent it out for signature and do not understand the delay.

Thanks for your help,

Robert

Pursuant to the provisions of Internal Revenue Service Circular 230 that apply to written advice provided by Federal tax practitioners, please be advised (a) that if any advice herein relating to a Federal tax issue would, but for this disclaimer, constitute a "reliance opinion" within the meaning of Circular 230, such advice is not intended or written to be used, and cannot be used by the affected taxpayer, for the purpose of avoiding penalties that may be imposed on the taxpayer, and (b) any written statement contained herein relating to any Federal tax issue may not be used by any person to support the promotion or marketing of, or to recommend, any Federal tax transaction(s) or matter(s) addressed herein. We would be happy to discuss the effect of this disclaimer, and alternatives to this disclaimer, with you if desired.

Robert L. Spallina, Esq.
TESCHER & SPALLINA, P.A.
2101 Corporate Blvd., Suite 107
Boca Raton, Florida 33431
Telephone: 561-998-7847
Facsimile: 561-998-2642
E-mail: rspallina@tescherlaw.com

If you would like to learn more about TESCHER & SPALLINA, P.A., please visit our website at www.tescherlaw.com .

The information contained in this message is legally privileged and confidential information intended only for the use of the individual or entity named above. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. If you have received this communication in error, please immediately notify us by e-mail or telephone. Thank you.

TESCHER & SPALLINA, P.A.
ATTORNEYS-AT-LAW

DONALD R. TESCHER
ROBERT L. SPALLINA
KIMBERLY MORAN
LEGAL ASSISTANT

BOCA CORPORATE CENTER, SUITE 107
2101 CORPORATE BOULEVARD
BOCA RATON, FLORIDA 33431

TEL: 561.998.7847
FAX: 561.998.2642
WWW.TESCHERLAW.COM

July 30, 2008

Clerk of the Circuit Court
Attn: Recording Department
P.O. Box 4177
West Palm Beach, FL 33402

Re: Bernstein Family Realty, LLC - Second Mortgage

Dear Sir or Madam:

Enclosed for recordation is a Second Mortgage in the amount of $365,000 from Simon L. Bernstein as Mortgagee to Bernstein Family Realty, LLC, as Mortgagor, together with a check in the amount of $1296.60 for recording fees and documentary stamp fees.

If you have any questions with regard to the foregoing, please do not hesitate to contact me.

Sincerely,

ROBERT L. SPALLINA

RLS/km

Enclosures

cc: Mr. and Mrs. Simon L. Bernstein (w/o enc.)

This Instrument prepared by:

Robert L. Spallina, Esq.
Tescher & Spallina, P.A.
2101 Corporate Boulevard, Suite 107
Boca Raton, FL 33431
(561) 998-7847

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS $365,000.00, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS SECOND MORTGAGE.

SECOND MORTGAGE

THIS SECOND MORTGAGE is made and executed the 8th day of July, 2008, by SIMON L. BERNSTEIN, whose address is 7020 Lions Head Lane, Boca Raton, Florida 33496, hereinafter referred to as the "Mortgagee"(which term shall include the Mortgagee's heirs, successors and assigns), to BERNSTEIN FAMILY REALTY, LLC, a Florida limited liability company whose post office address is 950 Peninsula Corporate Circle, Suite 3010, Boca Raton, Florida 33487, hereinafter referred to as the "Mortgagor" (which term shall include the Mortgagor's heirs, successors and assigns).

WITNESSETH, for good and valuable considerations, and in consideration of the aggregate sum in that certain promissory note of even date herewith (hereinafter referred to as the "Note"), Mortgagor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Mortgagee, in fee simple, that certain property of which Mortgagor is now seized and possessed situate in Palm Beach County, State of Florida, legally described as follows, including all improvements now or hereafter placed thereon, which property and improvements are hereinafter referred to collectively as the "Property":

> Lot 68, Block G, BOCA MADERA UNIT 2, according to the Plat thereof, recorded in Plat Book 32, Pages 59 and 60, of the Public Records of Palm Beach County, Florida.

TO HAVE AND TO HOLD the Property, together with the tenements, hereditaments and appurtenances thereof, unto Mortgagee in fee simple.

AND Mortgagor hereby covenants with Mortgagee that Mortgagor is indefeasibly seized of the Property in fee simple, that Mortgagor has full power and lawful right to convey the Property to Mortgagee in fee simple, that it shall be lawful for Mortgagee at all times peaceably and quietly to enter upon, hold, occupy and enjoy the Property, that the Property is free from all encumbrances, that Mortgagor will make such further assurance to perfect the fee simple title to the Property in Mortgagee as may reasonably be required, and that Mortgagor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS, that if Mortgagor shall pay unto Mortgagee the Note, of which the following in words and figures is a true copy:

See Attached Exhibit "A"

and shall perform, comply with and abide by all of the conditions and covenants of the Note and of this Second Mortgage, then this Second Mortgage and the estate thereby created shall cease and be null and void.

AND Mortgagor hereby covenants and agrees as follows:

1. To pay all the principal and interest and other sums of money payable under the Note and this Second Mortgage, or either of them, promptly on the days the same severally become due and any other Note or Second Mortgage securing the property described herein.

2. To pay all the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on the Property, and if the same be not promptly paid, Mortgagee may at any time pay the same without waiving or affecting the option to foreclose or any right hereunder, and every payment so made shall bear interest from the date thereof at the rate of eighteen (18%) percent per annum. Mortgagor shall pay the annual real estate taxes no later than November 30th of each year and shall send Mortgagee proof of payment no later than December 31st of said year.

3. To pay all and singular the costs, charges and expenses, including reasonable attorney's fees, incurred or paid at any time by Mortgagee because of the failure on the part of Mortgagor to perform each and every covenant of the Note and this Second Mortgage, or either of them, and every such payment shall bear interest from the date of payment by Mortgagee at the rate of eighteen (18%) percent per annum.

4. To keep the Property insured in a sum not less than the greater of (a) $365,000 or (b) the maximum insurable value of the improvements thereon, in a company or companies to be approved by Mortgagee, which policy or policies shall be held by and shall be payable to Mortgagee, and in the event any sum of money becomes payable under such policy or policies, Mortgagee shall have the option to receive and apply the same on account of the indebtedness hereby secured or to permit the Mortgagor to receive and use it or any part thereof for other purposes, without thereby waiving or impairing any equity, lien or right under or by virtue of this Second Mortgage, and may place and pay for such insurance or any part thereof without waiving or affecting the option to foreclose or any right hereunder, and each and every such payment shall bear interest from the date of payment by Mortgagee at the rate of ten (10%) percent per annum.

5. To permit, commit or suffer no waste, impairment or deterioration of the Property or any part thereof.

6. To perform, comply with, and abide by each and every condition and covenant set forth in the Note and in this Second Mortgage.

7. If any of said sums of money herein referred to be not promptly and fully paid within ten (10) days after the same severally become due and payable, or if each and every one of the conditions

and covenants of the Note and this Second Mortgage, or either of them, are not fully performed, the aggregate sum due under the Note shall become due and payable forthwith or thereafter at the option of the Mortgagee, as fully and completely as if the said aggregate sum of $365,000 were originally stipulated to be paid on such day, anything in the Note or this Second Mortgage to the contrary notwithstanding. In addition to the above provisions, any payments made more than fifteen (15) days after their due date shall be subject to an automatic late charge of ten (10%) percent of the amount of said payment.

8. If all or any part of the described property or any legal or equitable interest therein is sold, transferred or encumbered by Mortgagor, excluding a transfer by devise, descent or by operation of law upon the death of Mortgagor, Mortgagee may, at Mortgagee's sole option, declare all the sums secured by this Second Mortgage to be immediately due and payable.

9. In the event Mortgagee finds it necessary to bring suit against Mortgagor due to an alleged default by Mortgagor hereunder, and Mortgagee prevails in said litigation, Mortgagee shall be entitled to recover from Mortgagor any and all costs and reasonable attorney's fees incurred by Mortgagee in said litigation.

IN WITNESS WHEREOF, the Mortgagor has caused these presents to be executed in its name, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, Sealed & Delivered

in the presence of:

Jacklyn Johnson
(Print Name)

Juliana Goldman
(Print Name)

BERNSTEIN FAMILY REALTY, LLC a Florida limited liability company

By: _____
SIMON L. BERNSTEIN, Manager

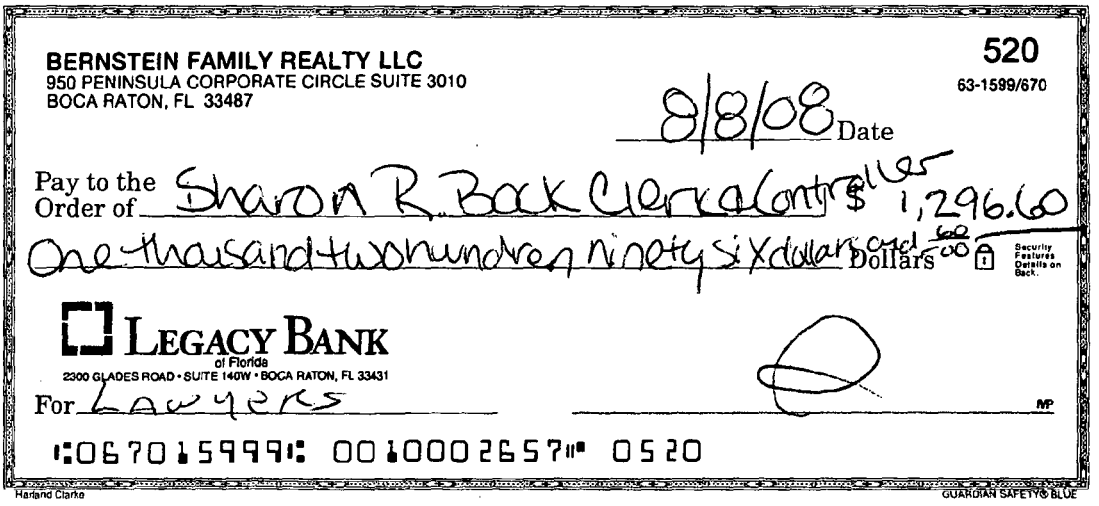
STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 8th day of July, 2008, by SIMON L. BERNSTEIN, Manager for BERNSTEIN FAMILY REALTY, LLC.

NOTARY PUBLIC-STATE OF FLORIDA
Diana Banks
Commission # DD770917
Expires: MAY 11, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

_____
Signature of Notary Public

_____
(Print, type or Stamp Commissioned Name of Notary Public)
Personally Known ✓ or Produced Identification _____
Type of Identification Produced _____



BERNSTEIN FAMILY REALTY LLC
950 PENINSULA CORPORATE CIRCLE SUITE 3010
BOCA RATON, FL 33487

520
63-1599/670

8/8/08 Date

Pay to the Order of Sharon R. Bock Clerk & Comptroller $ 1,296.60

One thousand two hundred ninety six dollars and 60/100 Dollars

Security Features Details on Back.

LEGACY BANK of Florida
2300 GLADES ROAD • SUITE 140W • BOCA RATON, FL 33431

For Lawyers

MP

⑆067015999⑆ 001000265711 0520

Harland Clarke

GUARDIAN SAFETY® BLUE

TESCHER & SPALLINA, P.A.
ATTORNEYS-AT-LAW

DONALD R. TESCHER
ROBERT L. SPALLINA
KIMBERLY MORAN
LEGAL ASSISTANT

BOCA CORPORATE CENTER, SUITE 107
2101 CORPORATE BOULEVARD
BOCA RATON, FLORIDA 33431

TEL: 561.998.7847
FAX: 561.998.2642
WWW.TESCHERLAW.COM

June 30, 2008

Personal & Confidential

VIA FEDERAL EXPRESS
Mr. Simon L. Bernstein
Life Insurance Concepts
950 Peninsula Corporate Circle
Suite 3010
Boca Raton, FL 33487

Re: Bernstein Family Realty, LLC

Dear Si:

As discussed, enclosed is a Promissory Note and Affidavit of Out-of-State Execution and Delivery to be executed when you are in North Carolina later this week. Please have the Affidavit of Out-of-State Execution and Delivery notarized. Also enclosed is a Second Mortgage, which should be executed in the presence of two witnesses and a notary. After you are back from your trip, please send the documents back to my office in the enclosed Federal Express envelope, and we will record the mortgage.

If you have any questions, please do not hesitate to contact me.

Sincerely,

ROBERT L. SPALLINA

RLS/km

Enclosures

cc: Donald R. Tescher, Esq.

FedEx Shipment Receipt

Outbound Shipment

Address Information

Ship to:	Ship from:
Simon L. Bernstein	Kimberly Moran
Life Insurance Concepts	TESCHER & SPALLINA
950 PENINSULA CORPORATE CIR	2101 CORPORATE BLVD
STE 3010	SUITE 107
BOCA RATON, FL	BOCA RATON, FL
334871387	33431
US	US
5619888984	5619987847

Shipping Information

Tracking number:
Ship date: 07/18/2008
Estimated shipping charges: 18.06

Package Information

Service type: Standard Overnight
Package type: FedEx Envelope
Number of packages: 1
Total weight: 1.0LBS
Declared value: 0.00 USD
Special Services: Process a Return Shipment
Pickup/Drop-off: Give to scheduled courier at my location

Billing Information

Bill transportation to: Sender
Your reference: Bernstein/11187.001
P.O. no.:
Invoice no.:
Department no.:

Return Shipment

Address Information

Ship to:	Ship from
Kimberly Moran	Simon L.
TESCHER & SPALLINA	Life Insu
2101 CORPORATE BLVD	950 PEN
SUITE 107	STE 301
BOCA RATON, FL	BOCA R
33431	3348713
US	US
5619987847	5619888

Shipping Information

Tracking number: 798982111264
Ship date: 07/18/2008
Estimated shipping charges:

Package Information

Return label type: Print
Service type: Standard Overnight
Package type: FedEx Envelope
Number of packages: 1
RMA no.:
Total weight: 1LBS
Declared value: 0.00USD
Special Services:
Pickup/Drop-off: Give to scheduled cou

Billing Information

Bill transportation to: Sender
Your reference: Bernstein/11187.001
P.O. no.:
Invoice no.:
Department no.:

Thank you for shipping online with Fedex ShipManager at fedex.com.

Please Note

FedEx will not be responsible for any claim in excess of $100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or speical is limited to the greater of $100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary

PROMISSORY NOTE

$365,000.00

Effective as of July 1, 2008
Ashville, North Carolina

For value received, the undersigned promises to pay to the order of SIMON L. BERNSTEIN the principal sum of Three Hundred Sixty Five Thousand ($365,000.00) Dollars, together with all interest thereon from the date hereof, to be paid in lawful money of the United States of America. Interest payments under this Note shall be calculated using the long-term Applicable Federal Rate for July 2008 of four and 55/100 (4.55%) percent, compounded semi-annually, and payable on each anniversary of this Note. Interest payments shall commence one year from the date hereof and shall be paid annually on the same date each year thereafter. The entire principal balance, and all accrued but unpaid interest, shall be due on the earlier of fifteen (15) years from the date hereof, or the death of SIMON L. BERNSTEIN.

This Note may be prepaid in whole or in part at anytime without penalty; provided that any partial prepayment shall be applied first to accrued interest and then to principal. This Note is secured by a Second Mortgage of even date herewith. Upon a default in the payment of this Note of principal and/or interest or in the performance of any of the terms of said Mortgage, and if such default shall remain uncured for thirty (30) days after written notice thereof has been given to Maker, then, at the option of the holder, the entire principal sum remaining unpaid, together with accrued interest, shall become immediately due and payable without further notice. This Note, while in default, shall accrue interest at the highest lawful rate of interest permitted by law. This Note shall be governed by the laws of the State of Florida.

All makers, endorsers, and/or guarantors now or hereafter becoming parties hereto jointly and severally waive presentment, demand, protest, notices of nonpayment, dishonor, and protest and all notices of every kind, and jointly and severally agree that in the event of default in the payment of any principal or interest due hereunder, which shall continue for a period of fifteen (15) days, or upon the occurrence of any other event deemed a default hereunder or any instrument or document securing the payment of this Note, the unpaid indebtedness, together with all accrued interest, shall thereupon, at the option of the holder, become immediately due and payable.

All makers, endorsers and/or guarantors now or hereafter becoming parties hereto jointly and severally agree, if this Note becomes in default and is placed in the hands of an attorney for collection, to pay the costs of collection, including reasonable attorneys' and accountants' fees, and similar costs in the event of appellate review, whether by appeal, certiorari, or other appellate remedies.

No single or partial exercise of any power hereunder shall preclude other or further exercises thereof or the exercise of any other power. No delay or omission on the part of the holder hereof in exercising any right hereunder shall operate as a waiver of such right or of any right under this Note. The release of any party liable for this Note shall not operate to release any other party liable hereon.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed at Ashville, North Carolina, effective as of the day and year first above written.

BERNSTEIN FAMILY REALTY, LLC, a Florida limited liability company

By:_____
SIMON BERNSTEIN, Manager

AFFIDAVIT OF OUT-OF STATE EXECUTION AND DELIVERY

STATE OF FLORIDA

COUNTY OF PALM BEACH

Before me this day personally appeared SIMON L. BERNSTEIN ("Affiant"), Manager of BERNSTEIN FAMILY REALTY, LLC, a Florida limited liability company (the "Company"), who being first duly sworn by me, deposes and says:

1. That Affiant is the Manager of the Company;

2. That on July ___, 2008, Affiant, on behalf of the Company, executed in the State of North Carolina that certain promissory note payable to SIMON L. BERNSTEIN in the original principal amount of Three Hundred Sixty Five Thousand ($365,000.00) Dollars (the "Promissory Note"); and

3. That Affiant delivered the Promissory Note directly to SIMON L. BERNSTEIN at Ashville, North Carolina for delivery and acceptance.

FURTHER AFFIANT SAYETH NOT.

_____
SIMON L. BERNSTEIN

The foregoing instrument was acknowledged before me this _____ day of _____, 2008, by SIMON L. BERNSTEIN, Manager of the Company.

_____
Signature - Notary Public

[Seal with Commission Expiration Date]

_____
Print, type or stamp name of Notary Public

Personally Known _____ or Produced Identification_____
Type of Identification Produced _____

This Instrument prepared by:

Robert L. Spallina, Esq.
Tescher & Spallina, P.A.
2101 Corporate Boulevard, Suite 107
Boca Raton, FL 33431
(561) 998-7847

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS $365,000.00, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS SECOND MORTGAGE.

SECOND MORTGAGE

THIS SECOND MORTGAGE is made and executed the ____ day of July, 2008, by SIMON L. BERNSTEIN, whose address is 7020 Lions Head Lane, Boca Raton, Florida 33496, hereinafter referred to as the "Mortgagee"(which term shall include the Mortgagee's heirs, successors and assigns), to BERNSTEIN FAMILY REALTY, LLC, a Florida limited liability company whose post office address is 950 Peninsula Corporate Circle, Suite 3010, Boca Raton, Florida 33487, hereinafter referred to as the "Mortgagor" (which term shall include the Mortgagor's heirs, successors and assigns).

WITNESSETH, for good and valuable considerations, and in consideration of the aggregate sum in that certain promissory note of even date herewith (hereinafter referred to as the "Note"), Mortgagor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Mortgagee, in fee simple, that certain property of which Mortgagor is now seized and possessed situate in Palm Beach County, State of Florida, legally described as follows, including all improvements now or hereafter placed thereon, which property and improvements are hereinafter referred to collectively as the "Property":

> Lot 68, Block G, BOCA MADERA UNIT 2, according to the Plat thereof, recorded in Plat Book 32, Pages 59 and 60, of the Public Records of Palm Beach County, Florida.

TO HAVE AND TO HOLD the Property, together with the tenements, hereditaments and appurtenances thereof, unto Mortgagee in fee simple.

AND Mortgagor hereby covenants with Mortgagee that Mortgagor is indefeasibly seized of the Property in fee simple, that Mortgagor has full power and lawful right to convey the Property to Mortgagee in fee simple, that it shall be lawful for Mortgagee at all times peaceably and quietly to enter upon, hold, occupy and enjoy the Property, that the Property is free from all encumbrances, that Mortgagor will make such further assurance to perfect the fee simple title to the Property in Mortgagee as may reasonably be required, and that Mortgagor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS, that if Mortgagor shall pay unto Mortgagee the Note, of which the following in words and figures is a true copy:

See Attached Exhibit "A"

and shall perform, comply with and abide by all of the conditions and covenants of the Note and of this Second Mortgage, then this Second Mortgage and the estate thereby created shall cease and be null and void.

AND Mortgagor hereby covenants and agrees as follows:

1. To pay all the principal and interest and other sums of money payable under the Note and this Second Mortgage, or either of them, promptly on the days the same severally become due and any other Note or Second Mortgage securing the property described herein.

2. To pay all the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on the Property, and if the same be not promptly paid, Mortgagee may at any time pay the same without waiving or affecting the option to foreclose or any right hereunder, and every payment so made shall bear interest from the date thereof at the rate of eighteen (18%) percent per annum. Mortgagor shall pay the annual real estate taxes no later than November 30th of each year and shall send Mortgagee proof of payment no later than December 31st of said year.

3. To pay all and singular the costs, charges and expenses, including reasonable attorney's fees, incurred or paid at any time by Mortgagee because of the failure on the part of Mortgagor to perform each and every covenant of the Note and this Second Mortgage, or either of them, and every such payment shall bear interest from the date of payment by Mortgagee at the rate of eighteen (18%) percent per annum.

4. To keep the Property insured in a sum not less than the greater of (a) $365,000 or (b) the maximum insurable value of the improvements thereon, in a company or companies to be approved by Mortgagee, which policy or policies shall be held by and shall be payable to Mortgagee, and in the event any sum of money becomes payable under such policy or policies, Mortgagee shall have the option to receive and apply the same on account of the indebtedness hereby secured or to permit the Mortgagor to receive and use it or any part thereof for other purposes, without thereby waiving or impairing any equity, lien or right under or by virtue of this Second Mortgage, and may place and pay for such insurance or any part thereof without waiving or affecting the option to foreclose or any right hereunder, and each and every such payment shall bear interest from the date of payment by Mortgagee at the rate of ten (10%) percent per annum.

5. To permit, commit or suffer no waste, impairment or deterioration of the Property or any part thereof.

6. To perform, comply with, and abide by each and every condition and covenant set forth in the Note and in this Second Mortgage.

7. If any of said sums of money herein referred to be not promptly and fully paid within ten (10) days after the same severally become due and payable, or if each and every one of the conditions

and covenants of the Note and this Second Mortgage, or either of them, are not fully performed, the aggregate sum due under the Note shall become due and payable forthwith or thereafter at the option of the Mortgagee, as fully and completely as if the said aggregate sum of $365,000 were originally stipulated to be paid on such day, anything in the Note or this Second Mortgage to the contrary notwithstanding. In addition to the above provisions, any payments made more than fifteen (15) days after their due date shall be subject to an automatic late charge of ten (10%) percent of the amount of said payment.

8. If all or any part of the described property or any legal or equitable interest therein is sold, transferred or encumbered by Mortgagor, excluding a transfer by devise, descent or by operation of law upon the death of Mortgagor, Mortgagee may, at Mortgagee's sole option, declare all the sums secured by this Second Mortgage to be immediately due and payable.

9. In the event Mortgagee finds it necessary to bring suit against Mortgagor due to an alleged default by Mortgagor hereunder, and Mortgagee prevails in said litigation, Mortgagee shall be entitled to recover from Mortgagor any and all costs and reasonable attorney's fees incurred by Mortgagee in said litigation.

IN WITNESS WHEREOF, the Mortgagor has caused these presents to be executed in its name, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, Sealed & Delivered

in the presence of:

_____

_____
(Print Name)

_____

_____
(Print Name)

BERNSTEIN FAMILY REALTY, LLC a Florida limited liability company

By:_____
SIMON L. BERNSTEIN, Manager

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this ____ day of July, 2008, by SIMON L. BERNSTEIN, Manager for BERNSTEIN FAMILY REALTY, LLC.

_____
Signature of Notary Public

_____
(Print, type or Stamp Commissioned Name of Notary Public)
Personally Known _____ or Produced Identification _____
Type of Identification Produced_____

Robert Spallina

From: Prindle, Christopher R. [cprindle@StanfordEagle.com]
Sent: Tuesday, July 01, 2008 11:04 AM
To: Robert Spallina; Diana Banks
Cc: Simon Bernstein
Subject: RE: Transfer request

I forwarded the letters to Eliot via email. Si indicated they were traveling cross country, so I am not sure of their current location.

I copied si on the communication to eliot which included the letters.
If he does not have access to email, we can coordinate a fax. Thanks.

-----Original Message-----
From: Robert Spallina [mailto:RSpallina@tescherlaw.com]
Sent: Monday, June 30, 2008 4:29 PM
To: Diana Banks; Prindle, Christopher R.
Cc: Simon Bernstein
Subject: RE: Transfer request

Diana - I just received the email today regarding the Stanford CYA letters. I don't believe Eliot has received them.

Chris - these letter are fine. As long as the GC Trusts own the membership interest in the LLC, Stanford should have no issues.

Regards, Robert

Pursuant to the provisions of Internal Revenue Service Circular 230 that apply to written advice provided by Federal tax practitioners, please be advised (a) that if any advice herein relating to a Federal tax issue would, but for this disclaimer, constitute a "reliance opinion" within the meaning of Circular 230, such advice is not intended or written to be used, and cannot be used by the affected taxpayer, for the purpose of avoiding penalties that may be imposed on the taxpayer, and (b) any written statement contained herein relating to any Federal tax issue may not be used by any person to support the promotion or marketing of, or to recommend, any Federal tax transaction(s) or matter(s) addressed herein. We would be happy to discuss the effect of this disclaimer, and alternatives to this disclaimer, with you if desired.

Robert L. Spallina, Esq.
TESCHER & SPALLINA, P.A.
2101 Corporate Blvd., Suite 107
Boca Raton, Florida 33431
Telephone: 561-998-7847
Facsimile: 561-998-2642
E-mail: rspallina@tescherlaw.com

If you would like to learn more about TESCHER & SPALLINA, P.A., please visit our website at www.tescherlaw.com .

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-----Original Message-----
From: Diana Banks [mailto:diana@lifeinsuranceconcepts.com]
Sent: Monday, June 30, 2008 4:59 PM
To: Robert Spallina
Cc: Simon Bernstein
Subject: FW: Transfer request

Robert, has Eliot returned signed docs that Chris is referring to below? thanks

-----Original Message-----
From: Prindle, Christopher R. [mailto:cprindle@StanfordEagle.com]
Sent: Monday, June 30, 2008 4:57 PM
To: Diana Banks; Lashmit, Sandra J.
Cc: Roraff, Victoria G.
Subject: Re: Transfer request

I sent a couple letters to robert spallina to review for eliot's signature per our trust department. Once we get back and signed by eliot, we should be able to finalize - thanks

----- Original Message -----
From: Diana Banks <diana@lifeinsuranceconcepts.com>
To: Lashmit, Sandra J.
Cc: Prindle, Christopher R.; Roraff, Victoria G.
Sent: Mon Jun 30 15:44:52 2008
Subject: RE: Transfer request

Any update? thanks

From: Lashmit, Sandra J. [mailto:slashmit@StanfordEagle.com]
Sent: Friday, June 20, 2008 11:11 AM
To: Diana Banks
Cc: Prindle, Christopher R.; Roraff, Victoria G.
Subject: RE: Transfer request

Hi Diana ~ Vickie is still working on it. She is awaiting the response from the President of the Trust company and has been in constant contact with the Trust Company, trying to move it along as quickly as possible.

Sandy

Sandra Lashmit

Registered Client Service Associate

Stanford Group Company

5200 Town Center Circle, 6th Floor

Boca Raton, FL 33486

(561) 544-8234 Direct

(561) 544-8200 Main

(877) 544-8230 Toll Free

(561) 544-8222 Fax

slashmit@stanfordeagle.com

From: Diana Banks [mailto:diana@lifeinsuranceconcepts.com]
Sent: Friday, June 20, 2008 10:50 AM
To: Lashmit, Sandra J.
Cc: Prindle, Christopher R.; Roraff, Victoria G.
Subject: RE: Transfer request

Please advise of status. Has the transfer begun for the amount of $217,233 from the Trusts to the Stanford account? Si needs the funds available right away. He is closing on the house today and needs to be reimbursed as soon as possible. Thank you- Diana

From: Lashmit, Sandra J. [mailto:slashmit@StanfordEagle.com]
Sent: Wednesday, June 18, 2008 2:12 PM
To: Diana Banks
Cc: Prindle, Christopher R.; Roraff, Victoria G.
Subject: RE: Transfer request

Hi Diana ~ Vickie and Chris have been diligently working on the transfer of money from the children's Trust accounts. It is still in progress; we will update you as soon as possible.

Thanks for your patience,

Sandy

Sandra Lashmit

Registered Client Service Associate

Stanford Group Company

5200 Town Center Circle, 6th Floor

Boca Raton, FL 33486

(561) 544-8234 Direct

(561) 544-8200 Main

(877) 544-8230 Toll Free

(561) 544-8222 Fax

slashmit@stanfordeagle.com

From: Diana Banks [mailto:diana@lifeinsuranceconcepts.com]
Sent: Wednesday, June 18, 2008 1:37 PM
To: Lashmit, Sandra J.
Cc: Prindle, Christopher R.
Subject: RE: Transfer request

Please provide status. thank you- Diana

From: Diana Banks
Sent: Wednesday, June 11, 2008 2:04 PM
To: 'Lashmit, Sandra J.'
Cc: 'Prindle, Christopher R.'
Subject: RE: Transfer request

Sandy, where you able to get the money transferred from the kids Trusts? I need to repay Si. thank you- Diana

From: Diana Banks
Sent: Friday, June 06, 2008 4:43 PM
To: 'Lashmit, Sandra J.'
Subject: RE: Transfer request

Yes, total of $46,000. Please see attached. Thank you and have a great weekend! Diana

From: Lashmit, Sandra J. [mailto:slashmit@StanfordEagle.com]
Sent: Friday, June 06, 2008 3:58 PM
To: Diana Banks
Cc: Roraff, Victoria G.; Prindle, Christopher R.
Subject: RE: Transfer request

Hi Diana - Are you looking for a total of $46,000 to be sent from Si's account to the LLLC account at Legacy?

Just want to clarify.... We are still pending the signed receipt of the LOA I e-mailed over for Si to sign yesterday. We need to have that in hand before we can wire funds.

Please advise!

Sandy

Sandra Lashmit

Registered Client Service Associate

Stanford Group Company

5200 Town Center Circle, 6th Floor

Boca Raton, FL 33486

(561) 544-8234 Direct

(561) 544-8200 Main

(877) 544-8230 Toll Free

(561) 544-8222 Fax

slashmit@stanfordeagle.com

From: Diana Banks [mailto:diana@lifeinsuranceconcepts.com]
Sent: Friday, June 06, 2008 3:47 PM
To: Prindle, Christopher R.
Cc: Roraff, Victoria G.; Lashmit, Sandra J.
Subject: Transfer request

Please forward $36,000 from Si's Stanford account to the Bernstein Realty LLC @ Legacy Bank. Thank you

Have a*´¨)
,.·´ ,.·*´¨) ,.·*¨)
(,.·´ (,.·´ * Wonderful day!

Diana Banks, VP-Administration

For the past two years, Cambridge Financing Company has been preaching the importance of Premium Financing Done Right. Nothing demonstrates the results more clearly than the numbers. Follow the 'Right Way' link to see how successful the program has been. Where is the Right Way Leading You? <http://www.lifeinsuranceconcepts.com/theRightWay.php>

. . . . . .

Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010 Boca Raton , FL 33487 p. 561.988.8984 ext 102
f. 561.988.0833 d. 561.869.4503 e. diana@LifeInsuranceConcepts.com
<mailto:T@LifeInsuranceConcepts.com>

www.LifeInsuranceConcepts.com <http://www.lifeinsuranceconcepts.com/>

Robert Spallina

From: Prindle, Christopher R. [cprindle@StanfordEagle.com]
Sent: Monday, June 30, 2008 4:13 PM
To: Robert Spallina
Subject: FW: Eliot Bernstein
Attachments: eliotbernsteinreq.doc; Eliotbernsteinindemnification.doc

Robert,

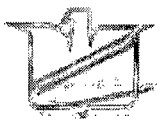
I had a typo in the email address to you last week.

From: Prindle, Christopher R.
Sent: Wednesday, June 25, 2008 4:53 PM
To: rspalina@tescherlaw.com
Cc: Roraff, Victoria G.
Subject: Eliot Bernstein

Hi Robert,

I spoke to Si today and we thought you could assist with the attached. Please take a quick look at the attached letters to be signed by Eliot and Candice.
Our trust company has asked them to draft the following letters with respect to the distribution requested for the residence. Our trust company requested that the letter be reviewed by their attorney.
If you would simply review, and if you are ok with each, you can forward back to my attention indicating that you are ok with the language, or alternatively you can edit . I am interested in bringing this issue to closure and I think this will satisfy our trust company, so they can forward the funds to Bernstein Realty, LLC.

Thanks in advance for your assistance.



Christopher R. Prindle, CFA
Senior Vice President
Financial Advisor

Stanford Group Company
5200 Town Center Circle
6th Floor
Boca Raton, FL 33486

561-544-8200 Main
561-544-8213 Direct
561-544-8222 Fax

cprindle@stanfordeagle.com

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Eliot Bernstein
39 Little Ave
Red Bluff, CA 96080-3519
RE: Children's Residence

June 18, 2008

Mr. Louis Fournet
President
Stanford Trust Company
445 North Boulevard, 8th Floor
Baton Rouge, LA 70802

Dear Mr. Fournet:

Please be advised that as guardian for my children that they will be moving into a residence, with the address of 2753 NW 34th Street, Boca Raton, FL 33434.

We are requesting that the funds from the children's individual Irrevocable Trust accounts be used toward the purchase of this residence. This is necessary to provide shelter for the children. These are the only available funds for this residence. My children are listed below.

Josh Bernstein
Jacob Bernstein
Daniel Bernstein

Sincerely,

Eliot Bernstein

Eliot & Candice Bernstein
39 Little Ave
Red Bluff, CA 96080-3519

June 18, 2008

Mr. Louis Fournet
President
Stanford Trust Company
445 North Boulevard, 8th Floor
Baton Rouge, LA 70802

RE: Distribution for Children's Residence

Dear Mr. Fournet:

Please be advised that as guardians for our children, Josh, Jacob and Daniel Bernstein that they will be moving into a residence, with the address of 2753 NW 34th Street, Boca Raton, FL 33434. We hereby, indemnify Stanford Trust Company for this distribution with respect to any future needs of the children.

Sincerely,

Eliot Bernstein Candice Bernstein

TESCHER & SPALLINA, P.A.
ATTORNEYS-AT-LAW

DONALD R. TESCHER
ROBERT L. SPALLINA
KIMBERLY MORAN
LEGAL ASSISTANT

BOCA CORPORATE CENTER, SUITE 107
2101 CORPORATE BOULEVARD
BOCA RATON, FLORIDA 33431

TEL: 561.998.7847
FAX: 561.998.2642
WWW.TESCHERLAW.COM

June 4, 2008

VIA FEDERAL EXPRESS
Mr. Christopher R. Prindle
Stanford Group Company
5200 Town Center Circle, 6th Floor
Boca Raton, FL 33486

Re: Simon L. Bernstein - Bernstein Family Realty, LLC

Dear Mr. Prindle:

Enclosed are three partially executed Limited Liability Company Operating Agreements of Bernstein Family Realty, LLC. Please arrange to have them executed on pages 23 and 24 where indicated in the presence of two witnesses. Once the documents are fully executed, please return them to our office in the enclosed Federal Express envelope.

If you have any questions, please do not hesitate to contact me.

Sincerely yours,

Robert L. Spallina/km

ROBERT L. SPALLINA

RLS/km

Enclosures

cc: Simon L. Bernstein (w/o enc.)
Donald R. Tescher, Esq. (w/o enc.)

FedEx Shipment Receipt

Outbound Shipment

Address Information

Ship to:	Ship from:
Christopher R. Prindle	Kimberly Moran
Stanford Group Company	TESCHER & SPALLINA
5200 TOWN CENTER CIR FL 6	2101 CORPORATE BLVD
6TH FLOOR	SUITE 107
BOCA RATON, FL	BOCA RATON, FL
33486-1015	33431
US	US
5615448234	5619987847

Shipping Information

Tracking number:
Ship date: 06/04/2008
Estimated shipping charges: 20.08

Package Information

Service type: Standard Overnight
Package type: FedEx Pak
Number of packages: 1
Total weight: 1.0LBS
Declared value: 0.00 USD
Special Services: Process a Return Shipment,Adult signature required
Pickup/Drop-off: Give to scheduled courier at my location

Billing Information

Bill transportation to: Sender
Your reference: Bernstein/11187.001
P.O. no.:
Invoice no.:
Department no.:

Return Shipment

Address Information

Ship to:	Ship from:
Kimberly Moran	Christopher R. Prindle
TESCHER & SPALLINA	Stanford Group Compan
2101 CORPORATE BLVD	5200 TOWN CENTER C FL 6
SUITE 107	6TH FLOOR
BOCA RATON, FL	BOCA RATON, FL
33431	33486-1015
US	US
5619987847	5615448234

Shipping Information

Tracking number: 798455204691
Ship date: 06/04/2008
Estimated shipping charges:

Package Information

Return label type: Print
Service type: Standard Overnight
Package type: FedEx Pak
Number of packages: 1
RMA no.:
Total weight: 1LBS

Declared value: 0.00USD
Special Services:
Pickup/Drop-off: Give to scheduled courier at my locati

Billing Information

Bill transportation to: Sender
Your reference: Bernstein/11187.001
P.O. no.:
Invoice no.:
Department no.:

Thank you for shipping online with Fedex ShipManager at fedex.com.

Please Note

FedEx will not be responsible for any claim in excess of $100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or speical is limited to the greater of $100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is $500, e.g., jewelry, precious metals, negotiable instruments and other items lised in our Service Guide. Written claims must be filed within strict time limits; Consult the applicable FedEx Service Guide for details.
The estimated shipping charge may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable FedEx Service Guide or the FedEx Rate Sheets for details on how shipping charges are calculated.

LIMITED LIABILITY COMPANY

OPERATING AGREEMENT

of

BERNSTEIN FAMILY REALTY, LLC

a Florida limited liability company

OPERATING AGREEMENT OF

BERNSTEIN FAMILY REALTY, LLC

This Limited Liability Company Agreement (the "Agreement") is made and entered into as of the ____ day of June, 2008, by and among BERNSTEIN FAMILY REALTY, LLC, a Florida limited liability company (the "Company"); STANFORD TRUST COMPANY, Trustee of the DANIEL BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006, STANFORD TRUST COMPANY, Trustee of the JAKE BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006, and STANFORD TRUST COMPANY, Trustee of the JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006, and any subsequent transferee as the Members ("Members"). The Members are herein sometimes referred to individually as a "Member" and collectively as "Members.

WITNESSETH:

WHEREAS, Articles of Organization for ***BERNSTEIN FAMILY REALTY, LLC*** (the "Company") were filed with the Florida Department of State on June 2, 2008.

WHEREAS, the Members desire to reduce their agreements to writing, to set forth the rights and obligations of the Members and the Manager.

NOW, THEREFORE, the Members and the Company hereby agree as follows:

ARTICLE I

DEFINITIONS

The following terms used in this Agreement shall have the following meanings:

(a) "***Act***" shall mean the Florida Limited Liability Company Act at F.S § 608.401, *et seq* and all amendments to the Act.

(b) "***Articles of Organization***" shall mean the Articles of Organization of ***BERNSTEIN FAMILY REALTY, LLC,*** as filed with the Department of State of Florida on June 2, 2008, and as may be amended from time to time.

(c) ***"Capital Contribution***" shall mean any contribution to the capital of the Company in cash or the fair market value of property by a Member whenever made, net of any liabilities secured by such contributed property.

(d) "***Capital Account***" as of any given date shall mean the Capital Contribution to the Company by a Member as adjusted up to such date pursuant to Article VIII.

(e) "***Code***" shall mean the Internal Revenue Code of 1986 or corresponding provisions of subsequent superseding federal revenue laws.

(f) "***Company***" shall refer to ***BERNSTEIN FAMILY REALTY, LLC***, a limited liability company formed under the laws of the State of Florida.

(g) "***Distributable Cash***" shall mean all cash, revenues and funds received by the Company from Company operations, less the sum of the following to the extent paid or set aside by the Company: (i) all principal and interest payments on indebtedness of the Company and all other sums paid to lenders; (ii) all cash expenditures incurred in the normal operation of the Company's business; and (iii) such Reserves as the Managers deem reasonably necessary for the proper operation of the Company's business.

(h) "***Entity***" shall mean any general partnership, limited liability partnership, limited partnership, limited liability limited partnerships, limited liability company, corporation, joint venture, trust, business trust, cooperative, association, foreign trust or foreign business organization.

(i) "***Gifting Member***" shall mean any Member who gifts, bequeaths or otherwise transfers for no consideration (by operation of law or otherwise, except with respect to bankruptcy) all or any part of its Membership Interest.

(j) "***Initial Capital Contribution***" shall mean the initial contribution to the capital of the Company pursuant to this Agreement.

(k) ***"Interest"*** shall mean "Percentage Interest" unless otherwise specifically agreed or in the case of special allocations.

(l) "***Majority Interest***" shall mean the Interests of Members, which in the aggregate exceed 50% of all Interests.

(m) "***Manager***" shall mean one or more managers designated as such pursuant to this Agreement or by subsequent vote of the Members. References to the Manager in the singular or as him, her, it, itself, or other like references shall also, where the context so requires, be deemed to include the plural or the masculine or feminine reference, as the case may be. Any Person may be named a Manager pursuant to this Agreement

(n) "***Member***" shall mean each of the parties who executes a counterpart of this Agreement as a Member and each of the parties who may hereafter become Members. To the extent a Manager has purchased a Membership Interest in the Company, he will have all the rights of a Member with respect to such Membership Interest, and the term "Member" as used herein shall include a Manager to the extent he has purchased such Membership Interest in the Company. If a Person is a Member immediately prior to the purchase or other acquisition by such Person of an Transferee Interest, such Person shall have all the rights of a Member with respect to such purchased or otherwise acquired Membership Interest or Transferee Interest, as the case may be.

(o) "***Membership Interest***" shall mean a Member's entire interest in the Company including such Member's Transferee Interest and, the right to participate in the management of the business and affairs of the Company, including the right to vote on, consent to, or otherwise participate in any decision or action of or by the Members granted pursuant to this Agreement and the Act.

(p) "***Net Income***" and "***Net Losses***" shall mean the income, gain, loss, deductions and credits of the Company in the aggregate or separately stated, as appropriate, determined in accordance with sound accounting principles employed under the cash method of accounting at the close of each fiscal year on the Company's tax return filed for federal income tax purposes.

(q) ***"Operating Agreement" (or "Agreement")*** shall mean this Operating Agreement of ***BERNSTEIN FAMILY REALTY, LLC,*** as originally executed and as amended from time to time.

(r) "***Percentage Interest***" shall mean, for any Member, the percentage interest that the Capital Account of the Member bears to the total Capital Accounts of all of the Members of the Company, as set forth at Section 9.1 herein, and Exhibit A, as may be changed from time to time by the unanimous vote of the Members.

(s) "***Person***" shall mean any individual or Entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such "Person" where the context so permits.

(t) "***Reserves***" shall mean funds set aside or amounts allocated to reserves which shall be maintained in amounts reasonably deemed sufficient by the Managers for working capital and to pay taxes, insurance, debt service or other costs or expenses incident to the ownership or operation of the Company's business.

(u) "***Selling Member***" shall mean any Member or Transferee which sells, assigns, pledges, hypothecates or otherwise transfers for consideration all or any portion of its Membership Interest or Transferee Interest.

(v) "***Transferee***" shall be person who has not been admitted by the Company as a Member Partner, but, by virtue of a Transfer of an Interest in the Company to said person, said person is entitled to a pro rata share of one or more of the Company's items of income, losses, credits, and distributions of the Company's assets pursuant to this Agreement and the Act, but said person shall not have, and is not entitled to any right to participate in the management or affairs of the Company, including, the right to vote on, consent to or otherwise participate in any decision of the Members or Manager.

(w) "***Transferring Member***" shall collectively mean a Selling Member and a Gifting Member.

(x) "***Treasury Regulations***" shall include proposed, temporary and final regulations promulgated under the Code.

ARTICLE II

FORMATION OF COMPANY

2.1 ***Organization.***

BERNSTEIN FAMILY REALTY, LLC, has been organized as a Florida limited liability company by executing and delivering the Articles of Organization to the Florida Department of State in accordance with and pursuant to the Act.

2.2 ***Name.***

The name of the Company is ***BERNSTEIN FAMILY REALTY, LLC***, and all business of the Company shall be conducted under that name unless a majority of the Members agree to the filing and use of a fictitious name.

2.3 ***Principal Place of Business.***

The initial principal place of business of the Company shall be 950 Peninsula Corporate Circle, Suite 3010, Boca Raton, Florida 33431. The Company may locate its places of business and registered office at any other place or places as the Manager may deem advisable.

2.4 ***Registered Office and Registered Agent.***

The Company's initial registered office shall be at the office of its registered agent in Florida, and the name of its initial registered agent shall be Donald R. Tescher, 2101 Corporate Blvd., Suite 107, Boca Raton, Florida, 33431. The registered office and registered agent may be changed by filing the address of the new registered office and/or the name of the new registered agent with the Florida Department of State pursuant to the Act.

2.5 ***Term.***

The term of the Company has filed Articles of Organization with the Florida Department of State, and shall have perpetual existence, unless the Company is earlier dissolved in accordance with either the provisions of this Agreement or the Act.

ARTICLE III

BUSINESS OF COMPANY

The business of the Company shall be to engage in management of investments, and closely-held business or real estate ventures, and such lawful activities as are reasonably necessary or useful to the furtherance of the forgoing purpose (the "Business").

ARTICLE IV

NAMES AND ADDRESSES OF MEMBERS

The names and addresses of the Members are listed on Exhibit A attached hereto and incorporated herein, as amended from time to time.

ARTICLE V

RIGHTS AND DUTIES OF MANAGERS

5.1 ***Management.***

5.1.1 ***General***. The business and affairs of the Company shall be managed by its Managers. The Managers shall direct, manage, and control the business of the Company. Except for situations in which the approval of the Members is expressly required by this Agreement or by nonwaivable provisions of the Act, the Managers shall have exclusive, sole, full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters, and to perform any and all other acts or activities customary or incident to the management of the Company's business. At any time when there is more than one Manager, any one Manager may take any action permitted to be taken by the Managers, unless the approval of more than one of the Managers is expressly required pursuant to this Agreement or the Act. The Managers may create a Board of Directors, and may also appoint individuals with or without titles, including the titles of General Manager, Executive Director, President, Vice President, Treasurer, Secretary, and Assistant Secretary, to act on behalf of the Company with such power and authority as the Managers or Board of Directors may delegate to any such Person.

5.1.2 ***Initial Managers/Designation of Managers/Voting***. The Members agree that the initial Manager of the Company is SIMON BERNSTEIN. Unless otherwise specifically agreed herein, business decisions of the Company shall be made by said Manager. The Members shall vote their Interests such that only the aforementioned person is Manager of the Company for so long as he is alive and not mentally disabled or incompetent. After proper notice, in the event of death or mental disability or incompetence of the Manager, the Members shall vote on and elect a new Manager.

5.2 ***Certain Powers of Managers***.

Without limiting the generality of Section 5.01, the Manager (or, if more than one Manager, then the Managers) shall have power and authority, on behalf of the Company to do the following:

(a) To acquire or lease property from any Person as the Managers may determine, whether or not such Person is directly or indirectly affiliated or connected with any Manager or Member;

(b) To borrow money for the Company from banks, other lending institutions, the Managers, Members, or affiliates of the Managers or Members on such terms as the Managers deem appropriate, and in connection therewith, to hypothecate, encumber and grant security interests in the assets of the Company to secure repayment of the borrowed sums. No debt shall be contracted or liability incurred by or on behalf of the Company except by the Managers, or to the extent permitted under the Act, by agents or employees of the Company expressly authorized to contract such debt or incur such liability by the Managers;

(c) To purchase liability and other insurance to protect the Company's property and business;

(d) To hold and own Company real and personal properties in the name of the Company;

(e) To invest Company funds in time deposits, short-term governmental obligations, commercial paper or other investments;

(f) To sell or otherwise dispose of all or substantially all of the assets of the Company as part of a single transaction or plan as long as such disposition is not in violation of or a cause of a default under any other agreement to which the Company may be bound;

(g) To execute on behalf of the Company all instruments and documents, including, without limitation, checks; drafts; notes and other negotiable instruments; mortgages or deeds of trust; security agreements; financing statements; documents providing for the acquisition, mortgage or disposition of the Company's property; assignments, bills of sale; leases; and any other instruments or documents necessary to the business of the Company;

(h) To employ accountants, legal counsel, managing agents or other experts to perform services for the Company;

(i) To enter into any and all other agreements on behalf of the Company, in such forms as the Managers may approve; and

(j) To do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business.

Unless authorized to do so by this Agreement or by the Manager of the Company, no attorney-in-fact, employee or other agent of the Company shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable for any purpose. No Member shall have any power or authority to bind the Company unless the Member has been authorized by the Manager to act as an agent of the Company in accordance with the previous sentence.

5.3 ***Liability for Certain Acts.***

Each Manager shall perform his duties as Manager in good faith, in a manner he or she reasonably believes to be in the best interests of the Company, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. A Manager shall not be liable to the Company or to any Member for any loss or damage sustained by the Company or any Member, unless the loss or damage shall have been the result of fraud, deceit, gross negligence, willful misconduct, unlawful acts, or a wrongful taking by the Manager.

5.4 ***No Exclusive Duty to Company.***

A Member or Manager shall not be required to manage the Company as his or her sole and exclusive function and may have other business interests and engage in activities in addition to those relating to the Company. Neither the Company nor any Member shall have any right, by virtue of this Agreement, to share or participate in such other investments or activities of a Manager or to the income or proceeds derived therefrom.

5.5 ***Bank Accounts.***

The Manager may from time to time open bank accounts in, the name of the Company, and the Manager shall be the sole signatory thereon, unless Members owning a Majority Interest determine otherwise.

5.6 ***Indemnity of the Managers, Employees and Other Agents.***

The Company shall, to the maximum extent permitted under the Act, indemnify and make advances for expenses to Managers, its employees, and other agents.

5.7 ***Resignation.***

Any Manager of the Company may resign at any time by giving written notice to the Members of the Company. The resignation of any Manager shall take effect upon receipt of notice thereof or at such later date specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The resignation of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of a Member.

5.8 ***Removal.***

A Manager shall not be subject to removal by vote of the Members except, if at all, pursuant to the provisions of this Agreement, as it may be amended by agreement of all of the Members.

5.9 ***Vacancies.***

To the extent not expressly provided for in Section 5.1.2 "Voting Agreement of Members," and only to said extent, if any: Any vacancy occurring for any reason in the number of Managers of the Company may be filled by the affirmative vote of Members holding a majority of the Percentage Interests present at an election at a meeting of Members called for that purpose or by the Members' unanimous written consent. A Manager elected to fill a vacancy shall be elected for the unexpired term of their predecessor in office and shall hold office until the expiration of such term and until their successor shall be elected and qualified or until the Manager's earlier death, resignation or removal. A Manager chosen to fill a position resulting from an increase in the number of Managers shall hold office until his successor shall be elected and qualified, or until his earlier death, resignation or removal.

5.10 ***Salaries.***

Each Manager shall receive annual compensation (the "Management Fee") if such compensation is agreed to by a majority of the Percentage Interest of the Members in writing, and and shall be entitled to reimbursement of reasonable and necessary expenses advanced on behalf of the Company.

ARTICLE VI

RIGHTS AND OBLIGATIONS OF MEMBERS

6.1 ***Limitation of Liability.***

Each Member's liability to the Company shall be limited as set forth in this Agreement, the Act and other applicable law.

6.2 ***Company Liability***. A Member will not be personally liable for any debts, obligations, liabilities or losses of the Company, whether arising in contract, tort, or otherwise, solely by reason of being a Member, beyond his respective Capital Contributions or any obligation of the Member under Sections 8.1 and 8.2 hereunder, except as provided in Section 6.7 or as otherwise required by law.

6.3 ***List of Members***.

Upon the written request of any Member, the Managers shall provide a list showing all of the names, addresses and Membership Interests and Transferee Interests in the Company.

6.4 ***Approval of Sale of All Assets***. The Managers shall have the right, to approve the sale, exchange or other disposition of all, or substantially all, of the Company's assets which is to occur as part of a single transaction or plan.

6.5 ***Company Books***.

The Managers shall maintain and preserve, during the term of the Company, the accounts, books, and other relevant Company documents described in Section 9.9. Upon reasonable written request, each Member and Transferee shall have the right, at any time during ordinary business hours, as reasonably determined by the Manager, to inspect and copy, at the requesting Member's or Transferee's expense, the Company documents required to be maintained under Section 608.4101 of the Act, and such other documents which the Managers, in their reasonable discretion, deem appropriate.

6.6 ***Priority and Return of Capital***.

Except as may be expressly provided in Article IX, no Member or Transferee shall have priority over any other Member or Transferee, either as to the return of Capital Contributions or as to Net Profits, Net Losses or distributions; provided that this Section shall not apply to loans which a Member has made to the Company.

6.7 ***Liability of a Member to the Company***.

A Member who receives a distribution or return in whole or in part of its contribution is liable to the Company only to the extent provided by the Act.

ARTICLE VII

MEETINGS OF MANAGERS AND MEMBERS

7.1 ***Meetings***.

Meetings of the Managers, for any purpose or purposes, may be called by any Manager. Meetings of the Members for any purpose or purposes, may be called by any Members holding at least 51% of the Percentage Interests of the Members.

7.2 ***Place of Meetings***.

The Managers may designate any location within the U.S., either within or outside the State of Florida, as the place of meeting for any meeting of the Members. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal place of business of the Company.

7.3 ***Notice of Meetings.***

Except as provided in Section 7.04, written notice stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called shall be delivered not less than five (5) nor more than thirty (30) days before the date of the meeting, either personally or by mail, by or at the direction of the Managers or Member or Members calling the meeting, to each Member or Manager entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered two (2) calendar days after being deposited in the United States mail, certified mail return receipt requested, addressed to the Member or to the Manager at its address as it appears on the books of the Company, with postage therein prepaid. Notice may also be given by telegram, teletype or facsimile, or other form of electronic communication. Managers and Members may participate in and hold meetings whereby all conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other. Participation by communications equipment shall constitute presence as the meeting, unless a Member or Manager is participating in the meeting for the express purpose of objecting to the transaction of any business on the ground the meeting is not lawfully called or convened.

7.4 ***Meeting of All Members and Meetings of All Managers.*** If all of the Members or all of the Managers shall meet at any time and place, and consent to the holding of a meeting at such time and place, such meeting shall be valid without call or notice, and at such meeting lawful action may be taken.

7.5 ***Record Date.***

For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof, or Members entitled to receive payment of any distribution, or in order to make a determination of Members for any other purpose, the date on which notice of the meeting is mailed or the date on which the resolution declared such distribution is adopted, as the case may be, shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Section, such determination shall apply to any adjournment thereof.

7.6 ***Quorum.***

Members holding at least fifty percent (50%) of all Percentage Interests, represented in person or by proxy, shall constitute a quorum at any meeting of Members, and if there is more than one Manager then serving, then a majority of the number of the then-serving Managers shall constitute a quorum at a meeting of the Managers, who shall be represented in person, and shall constitute a quorum at any meeting.

7.7 ***Manner of Acting.***

If a quorum is present, the affirmative vote of a majority of all of the Members represented at the meeting, who must hold a majority Percentage Interest in the Company, shall be the act of the Members, unless the vote of a greater or lesser proportion or number is otherwise required by the Act, or by this Agreement. Unless otherwise expressly provided herein or required under applicable law, only Members who have a Membership Interest may vote or consent upon any matter and their vote or consent, as the case may be, shall be counted in the determination of whether the matter was approved by the Members.

7.8 ***Proxies.***

At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by a duly authorized attorney-in-fact. Such proxy shall be filed with the Managers of the Company before or at the time of the meeting. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy. Managers shall not be able to vote by Proxies.

7.9 ***Action by Members Without a Meeting.***

Action required or permitted to be taken at a meeting of Members may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by each Member entitled to vote and delivered to the Managers of the Company for inclusion in the minutes or for filing with the Company records. Action taken under this Section is effective when all Members entitled to vote have signed the consent, unless the consent specifies a different effective date.

7.10 ***Waiver of Notice.***

When any notice is required to be given to any Member, a waiver thereof in writing signed by the person entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.

ARTICLE VIII

CONTRIBUTIONS TO THE COMPANY AND CAPITAL ACCOUNTS

8.1 ***Members' Initial Capital Contributions.***

Each Member shall contribute such amount as is set forth on the books and records of the Company. No interest shall accrue on any Capital Contribution and the Member shall not have the right to withdraw or be repaid any Capital Contribution except as provided in this Agreement.

8.2 ***Additional Contributions.***

A Member may, but shall not be obligated to, make such additional Capital Contributions as shall be determined by the Managers. Such additional Capital Contributions shall be reflected in the Account of the Contributing Member and shall not be a part of any other Member's Capital Account absent written agreement of the Members. After the making of any such determination, the Managers

shall give written notice to each Member of the amount of required additional contribution, if any, and each Member may deliver to the Company its pro rata share thereof (in proportion to the *respective* Percentage Interest of the Member on the date such notice is given) no later than thirty (30) days following the date such notice is given. None of the terms, covenants, obligations or rights contained in this Section 8.2 is or shall be deemed to be for the benefit of any person or entity other than the Members and the Company, and no such third person shall under any circumstances have any right to compel any actions or payments by the Managers and/or the Members.

8.3 ***Capital Accounts.***

(a) A separate Capital Account will be maintained for each Member. Each Member's Capital Account will be increased by (1) the amount of money contributed by such Member to the Company; (2) the fair market value of property contributed by such Member to the Company (net of liabilities secured by such contributed property that the Company is considered to assume or take subject to under Code Section 752); (3) allocations to such Member of Net Profits and Net Losses; and (4) allocations to such Member of income described in Code Section 705(a)(1)(B). Each Member's Capital Account will be decreased by (1) the amount of money distributed to such Member by the Company; (2) the fair market value of property distributed to such Member by the Company (net of liabilities secured by such distributed property that such Member is considered to assume or take subject to under Code Section 752); (3) allocations to such Member of expenditures described in Code Section 705(a)(2)(B); and (4) allocations to the account of such Member of Company loss and deduction as set forth in such Regulations, taking into account adjustments to reflect book value.

(b) In the event of a permitted sale or exchange of a Membership Interest or a Transferee Interest in the Company, the Capital Account of the transferor shall become the Capital Account of the Transferee to the extent it relates to the transferred Membership Interest or Transferee Interest in accordance with Section 1.704-1(b) (2) (iv) of the Treasury Regulations.

(c) The manner in which Capital Accounts are to be maintained pursuant to this Section 8.3 is intended to comply with the requirements of Code Section 704(b) and the Treasury Regulations promulgated thereunder. If the Company determines that the manner in which Capital Accounts are to be maintained pursuant to the preceding provisions of this Section 8.3 should be modified in order to comply with Code Section 704(b) and the Treasury Regulations, then notwithstanding anything to the contrary contained in the preceding provisions of this Section 8.3, the method in which Capital Accounts are maintained shall be so modified; provided, however, that any change in the manner of maintaining Capital Accounts shall not materially alter the economic agreement between or among the Members as set forth in this Agreement.

(d) Except as otherwise required in the Act (and subject to Sections 8.1 and 8.2), no Member or Transferee shall have any liability to restore all or any portion of a deficit balance in such Member's or Transferee's Capital Account.

8.4 ***Withdrawal or Reduction of Members' Contributions to Capital.***

(a) A Member or Transferee Interest Holder shall not receive out of the Company's property any part of its Capital Contribution until all liabilities of the Company, except liabilities to

Members on account of their Capital Contributions, have been paid or there remains property of the Company sufficient to pay them.

(b) A Member or Transferee Interest Holder, irrespective of the nature of its Capital Contribution, has only the right to demand and receive cash in return for its Capital Contribution.

(c) Notwithstanding anything to the contrary in this Agreement, a Member may withdraw from the Company only at the time or upon the occurrence of an event specified in this Agreement or in the Articles of Organization. No such event is specified in either the Articles of Organization or in this Agreement at the date hereof. A Member which violates the withdrawal prohibition in this Section shall be liable for breach of this Agreement and shall become a Transferee. A withdrawing Member shall not have a right to receive the fair value of receive the withdrawing member's Interest in the Company as of the date of the resignation but rather, shall have only such rights as a Transferee would have to receive distributions as are made by the Company in the discretion of the Managers.

ARTICLE IX

ALLOCATIONS, INCOME TAX, DISTRIBUTIONS, ELECTIONS AND REPORTS

9.1 ***Allocations of Income and Losses from Operations.***

The Net Income and Net Losses of the Company for each fiscal year, and each Member or Transferee's share of Cash Flow, will be allocated in accordance with the Percentage Interests schedule set forth in Exhibit A attached hereto, and, except as provided therein, the Percentage Interests of Members shall be proportionate to the amount of their Capital Accounts as determined hereinabove.

9.2 ***Special Tax Provisions As to Extraordinary Allocations, if Any, to Capital***

Allocations of Net Income and Net Losses other than those set forth above shall be made based upon the determinations of the tax accountants and attorneys employed by the Company, giving regard to the intention expressed hereinabove and otherwise herein, with respect to special or priority allocations if any, and with regard to federal partnership tax and capital accounting principles described in Section 8.3 hereinabove.

9.3 ***Distributions.***

Within the discretion of the Managers as to amounts, if any, and as to timing, the Managers may distribute Cash Flow to the Members, in accordance with their Percentage Interests .

9.4 ***Limitation upon Distributions.***

(a) No distributions or return of contributions shall be made and paid if, after the distribution or return of distribution is made either

(1) the Company would be insolvent; or

(2) the net assets of the Company would be less than zero.

(b) The Managers may base a determination that a distribution or return of contribution may be made under Section 9.4(a) in good faith reliance upon a balance sheet and profit and loss statement of the Company represented to be correct by the person having charge of its books of account or certified by an independent public or certified public accountant or firm of accountants to fairly reflect the financial condition of the Company.

9.5 ***Tax Accounting Principles.***

The income and losses of the Company shall be determined in accordance with sound tax accounting principles applied on a consistent basis using generally accepted tax accounting principles as applied consistent with the Code.

9.6 ***Interest on and Return of Capital Contributions.***

No Member shall be entitled to interest on its Capital Contribution or to a return of its Capital Contribution, except as otherwise provided in this Agreement.

9.7 ***Loans to Company.***

Nothing in this Agreement shall prevent any Member from making secured or unsecured loans to the Company by agreement with the Company, provided that such loans are arms-length transactions, containing terms customary in the lending industry at the time such loans were made.

9.8 ***Accounting Period.***

The Company's accounting period shall be the calendar year ("Fiscal Year").

9.9 ***Records, Audits and Reports.***

At the expense of the Company, the Managers shall maintain records and accounts of the operations and expenditures of the Company. At a minimum, the Company shall keep at its principal place of business the following records:

(a) A current list of the full name and last known address of each Member and Transferee setting forth the amount of cash each Member and Transferee has contributed, a description and statement of the agreed value of the other property or services, each Member and Transferee has contributed or has agreed to contribute in the future, and the date on which each became a Member or Transferee, and their respective Percentage Interest in the Company;

(b) A copy of the Articles of Organization of the Company and all amendments thereto together with executed copies of any powers of attorney pursuant to which any amendment has be executed;

(c) Copies of the Company's federal, state, and local income tax returns and reports, if any, for the three most recent years;

(d) Copies of the Company's currently effective written Agreement, all amendments thereto, and copies of any financial statements of the Company for the three most recent years;

(e) Notices of and minutes of every Member and Managers meeting,

(f) Any written consents obtained from Members for actions taken by Members without a meeting; and

(g) Unless contained in the Articles of Organization or the Agreement, a writing prepared by the Managers setting out the following:

(1) The times at which or events on the happening of which any additional contributions agreed to be made by each Member and Transferee are to be made.

(2) Any right of a Member or Transferee to receive distributions of include a return on all or any part of the Member or Transferee's contributions.

(3) Any power of a Member or Transferee to grant the right to become an assignee of any part of the Member's or Transferee's interest, and the terms and condition of the power.

9.10 ***Returns and Other Elections.***

The Managers shall cause the preparation and timely filing of tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. Copies of such returns, and pertinent information therefrom, shall be furnished to the Members within a reasonable time after the end of the Company's fiscal year upon the Members' written request. All elections permitted to be made by the Company under federal or state laws shall be made by the Managers in their sole discretion. It is the intention of the Members that the Company shall be taxed as a "Partnership" for federal, state, and local income tax purposes.

9.11 ***Tax Matters Partner.***

SIMON BERNSTEIN is designated the "Tax Matters Partner" (as defined in Code Section 6231), and is authorized and required to represent the Company (at the Company's expense), either directly, or through accounting or tax representatives, in connection with all examinations for the Company's affairs by tax authorities, including, without limitation administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. The Members agree to cooperate with each other and to do or refrain from doing any and all things reasonably required to conduct such proceedings.

ARTICLE X

TRANSFERABILITY

10.1 ***General.***

10.1.1. ***Transferees Not Members, Generally***. Except as otherwise set forth in Section 10.1.2, or with the consent of all of the Members, neither a Member nor a Transferee shall have the right, as to all or any part of its Membership Interest or Transferee Interest to:

(a) sell, assign, pledge, hypothecate, transfer, exchange or otherwise transfer for consideration (collectively, "sell" or, as context requires "selling"); or

(b) gift, bequeath or otherwise transfer for no consideration (whether or not by operation of law, except in the case of bankruptcy) (collectively, "gift").

Absent the written consent of all Members to the contrary or otherwise provided by law, the Interest of the Transferee shall be a Non-Voting Interest.

10.1.2 ***Transferees Who are Lineal Descendants of a Member***. Any Transferees who are lineal descendants of both SHIRLEY BERNSTEIN and SIMON BERNSTEIN, either directly, or indirectly, as beneficiaries of a Trust, or other entity beneficially owned solely for or by that Member (including, but not limited to a revocable trust established by a Member for the sole lifetime benefit of the Member or the Member's descendants) shall be Members upon their written agreement to be bound by the terms of this Agreement and shall be subject to the voting agreements described in Article V, hereinabove.

10.2 ***Right of First Refusal.***

(a) If a Selling Member desires to sell all or any portion of its Membership Interest in the Company to a third party purchaser, the Selling Member shall obtain from such third party purchaser a bona fide written offer to purchase such Interest, stating the terms and conditions upon which the purchase is to be made and the consideration offered; provided, however, the offer shall include a "tag along" or "take along" provision, pursuant to which, all Members have the right to sell a pro-rata portion (determined in accordance with the Percentage Interests of all of the Members) of their Interests to the third party. The Selling Member or Transferee shall give written notification to the remaining Members, by certified mail or personal delivery, of its intention to so transfer such Interest, furnishing to the remaining Members a copy of the written offer to purchase such Interest.

(b) Each of the remaining Members, on a basis pro rata to their Percentage Interests or on a basis pro rata to the Percentage Interests of those remaining Members exercising their rights of first refusal, shall have the right to exercise a right of first refusal to purchase all (but not less than all) of the Interest proposed to be purchased by the third party and sold by the Selling Member and the "tag along Members"upon the same terms and conditions as stated in the aforesaid written offer to purchase by giving written notification to the Selling Member and the "tag along Members", by certified mail or personal delivery, of the intention to do so within thirty (30) days after receiving written notice from the Selling Member. Subject to the following paragraph, the failure of the remaining Members to so notify the Selling Member and the "tag along Members" of their desire to exercise this right of first refusal within said thirty (30) day period shall result in the termination of the right of the first refusal and the Selling Member and the "tag along Members" shall be entitled to consummate the sale of its Interest in the Company to such third party purchaser, provided that the sale shall be consummated within sixty (60) days following the expiration of the aforesaid thirty (30) day period. In the event the remaining

Members (or any one or more of the remaining Members) give written notice to the Selling Member and the "tag along Members" of their desire to exercise this right of first refusal and to purchase all of the Interests of the Selling Member and the "tag along Members" offered upon the same terms and conditions as are stated in the aforesaid written offer to purchase, the remaining Members shall have the right to designate the time, date and place of closing, provided that the date of closing shall be within sixty (60) days after written notification to the Selling Member of the remaining Member or Members' election to exercise their right of the first refusal. In the event that two (2) or more Members give written notice of their desire to exercise their right of first refusal, absent an agreement between all the Members so exercising such right, each such Member exercising their right of first refusal shall be entitled to purchase that percentage of the selling Member's share according to the proportion that their Percentage Interests bears to the total Percentage Interests exercising such right of first refusal. The Members shall communicate with each other during the pendency of any offer made in accordance with the terms of this Section 10.2 in order to effectuate the intent of this Section.

(c) As a condition to the Company recognizing the effectiveness of either the sale or gift of an Interest in the Company (including, in both cases, a Transferee Interest), the remaining Members may require the Selling Member, Gifting Member and/or the proposed purchaser, donee or successor-in-interest, as the case may be, to execute, acknowledge and deliver to the remaining Members such instruments of transfer, assignment and assumption and such other certificates, representations and documents, and to perform all such other acts which the remaining Members' may deem necessary or desirable to:

(1) verify the purchase, gift or transfer, as the case may be;

(2) confirm that the person desiring, to acquire an Interest in the Company, or to be admitted as a Member, has accepted, assumed and agreed to be subject and bound by all of the terms, obligations and conditions of the Agreement (whether such Person is to be admitted as a new Member or as a Transferee);

(3) maintain the status of the Company as a partnership for federal tax purposes; and

(4) assure compliance with any applicable state and federal laws including securities laws and regulations.

(d) Any sale or gift of a Membership Interest or Transferee Interest in compliance with this Article X shall be deemed effective upon the last day of the calendar month in which all the terms and conditions hereof relating thereto have been satisfied. The admission of a Member in compliance with this Article X shall be deemed effective as of the last day of the calendar month in which the remaining Members' consent thereto was given. The Selling Member hereby indemnifies the Company and the remaining Members against any and all loss, damage, or expense (including, without limitation, tax liabilities or loss of tax benefits) arising directly or indirectly as a result of any transfer or purported transfer in violation of this Article X.

10.3 ***Permitted Transfer to Descendants & Spouse/Mandatory Offer at Death.***

10.3.1 ***No Mandatory Offer At Death***. If a Member's Interest is Transferred to a lineal descendant of the Member or Member's spouse, to a Trust or other entity beneficially owned solely for or by that Member, that Member's spouse, or the lineal descendant of that Member or Member's spouse, the Transferee shall not be required to sell or offer to sell his or her Interest, shall be eligible to become a Member pursuant to Sections 10.1.1 and 10.1.2 above, and shall be subject to the voting agreements described in Article V, above. If Members of the Company are trusts for the lifetime benefit of the lineal descendants of a Member either directly or indirectly, then the successors in interest to the Interests in the Company pursuant to the terms of such trusts shall be considered as Members hereof (regardless of indirect ownership as trust beneficiaries) as long as the beneficial interests are owned by the lineal descendants of the Member or their spouses, and said persons shall be subject to the voting agreements described in Article V, above.

10.3.2 ***Mandatory Offer At Death***. Except with transfers described in 10.3.1., above, the death of any Member or Transferee who owns an Interest shall constitute an offer by the Member's Estate, Trust, or other legal successor in interest, to sell all of the Member's Interest to the Company (the "Offer") at its fair market value (determined as of the date of death). The Company shall have one hundred eighty (180) days in which to accept the Offer at an agreed price, which acceptance shall be made by delivery of written notice thereof to the legal representative of the estate of the Member or Transferee, by certified mail or personal delivery, within said one hundred eighty (180) day period. If the Company does not elect to purchase the Interest within said one hundred eighty (180) day period, the remaining Members shall have the right, but are not required to, purchase the remaining part, or all, as the case may be, of the Interest at its fair market value (as determined herein) determined as of the date of death, in proportion to their existing Interests. Such right to purchase shall be exercised by delivery of written notice thereof, by certified mail or personal delivery, during the thirty (30) days immediately after the one hundred eighty (180) day period (the "30 Day Period"). If any such Member does not desire to purchase his/her or its full proportionate part of the Interest offered for sale, but the remaining Members desire to purchase all of the Interest offered for sale, said Members shall then have the right to purchase said Interest proportionally in accordance with their respective Interests and the Members shall communicate with each other during the 30 Day Period in order to effectuate the intent of this Section 10.3. Except as provided in Section 10.1.2 and 10.1.3, to the extent that any part, or all, of an Interest is not purchased under the provisions of this Section 10.3, the deceased's Member's Interest shall become a Transferee's Interest, if not owned beneficially or directly by another Member hereof. The purchase price shall be as agreed by the parties, and, unless otherwise agreed, shall be paid in cash at the closing, which shall occur no later than thirty (30) days after the end of the 30 Day Period. For purposes of this Agreement, the "fair market value" of an Interest is equal to its Percentage Interest multiplied by the value of the Company (as agreed by the parties). If the value of the Company is not agreed to by the parties, then for purposes of this Agreement "fair market value" of a Member's Interest shall be determined without reduction for minority, lack of marketability or other entity/Company level discounts, based upon a reasonable appraisal procedure to determine the fair market value of the Company's assets. The appraisal procedure shall be agreed upon by the Member and Company. If the parties cannot agree to an appraisal procedure, then an MAI appraiser shall be selected by the Personal Representative of the deceased Member's estate, and if the Company does not agree as to that appraiser, then the Company shall select its own appraiser and each MAI appraiser then shall select a third MAI appraiser and the average of all three (3) appraisals shall be the fair market value of the Interest. As set

forth hereinabove, fair market value" of a Member's Interest shall be determined without reduction for minority, lack of marketability or other entity/Company level discounts.

10.4 ***Transferee Not Member in Absence of Unanimous Consent.***

(a) Except as provided in Section 10.1.2 and 10.1.3, if all of the remaining Members do not approve by unanimous written consent of the proposed, sale or gift of the Transferring Member's Membership Interest to a transferee or donee which is not a Member immediately prior to the sale or gift, then the proposed transferee or donee shall have no right to participate in the management of the business and affairs of the Company or to become a Member. The transferee or donee shall be merely a Transferee entitled solely to economic rights to profits, losses and distributions and shall have no voting rights under this Agreement or in matters relating to the Company and its business; provided, however, any sale of a Transferee's interest in the Company should be subject to Section 10.2. No transfer of a Member's Interest in the Company (including any transfer of the Transferee Interest or any other transfer which has not been approved by unanimous written consent of the Members) shall be effective unless and until written notice (including the name and address of the proposed transferee or donee and the date of such transfer) has been provided to the Company and the nontransferring Member(s).

(b) Upon and contemporaneously with any sale or gift of a Transferring Member's Interest in the Company which does not at the same time transfer the balance of the rights associated with the Transferee Interest transferred by the Transferring Member (including, without limitation, the rights of the Transferring Member to participate in the management of the business and affairs of the Company), all remaining rights and interest which were owned by the Transferring Member immediately prior to such sale or gift or which were associated with the transferred Interest shall immediately lapse until the remaining Members, by unanimous written consent, reinstate such rights to the Transferee who did not previously obtain the unanimous written consent, reinstating such rights to a successor or transferee of such Transferee.

ARTICLE XI

ADDITIONAL MEMBERS

From the date of the formation of the Company, any Person or Entity acceptable to the Members by their unanimous vote thereof may become a Member in this Company for such consideration as the Members by their unanimous votes shall determine, subject to the terms and conditions of this Agreement. No new Members shall be entitled to any retroactive allocation of profits losses, income or expense deductions incurred by the Company. The Manager(s) may, at their option, at the time a Member is admitted, close the Company books (as though the Company's tax year has ended) or make pro rata allocations of income, loss, and expense deductions to a new Member for that portion of the Company's tax year in which a Member was admitted in accordance with the provisions of Code Section 706(d) and the Treasury Regulations promulgated thereunder.

ARTICLE XII

DISSOLUTION AND TERMINATION

12.1 ***Dissolution.***

(a) The Company shall be dissolved upon the occurrence of any of the following events:

(i) by the unanimous written consent of all Members; or

(ii) the sale, transfer or assignment of substantially all of the assets of the Company; or

(iii) as otherwise required by law.

12.2 ***Winding Up, Liquidation and Distribution of Assets.***

(a) Upon dissolution, an accounting shall be made by the Company's independent accountant of the accounts of the Company and of the Company's assets, liabilities and operations, from the date of the last previous accounting until the date of dissolution. The Managers shall immediately proceed to wind up the affairs of the Company.

(b) If the Company is dissolved and its affairs are to be wound up, the Managers shall:

(1) Sell or otherwise liquidate all of the Company's assets as promptly as practicable (except to the extent the Managers may determine to distribute any assets to the Members in kind),

(2) Allocate any profit or loss resulting from such sales to the Member's and Transferees' Capital Accounts in accordance with Article IX hereof.

(3) Discharge all liabilities of the Company, including liabilities to Members and Transferees who are creditors, to the extent other-wise permitted by law, other than liabilities to Members and Transferees for Distributions, and establish such Reserves as may be reasonably necessary to provide for contingent liabilities of the Company (for purposes of determining the Capital Accounts of the Members and Transferees, the amounts of such Reserves shall be deemed to be an expense of the Company),

(4) Distribute the remaining assets in the following order:

(i) If any assets of the Company are to be distributed in kind, the net fair market value of such assets as of the date of dissolution shall be determined by independent appraisal or by agreement of all of the Members. Such assets shall be deemed to have been sold as of the date of dissolution for their fair market value, and

the Capital Accounts of the Members and Transferees shall be adjusted pursuant to the provisions of Article IX and Section 8.3 of this Agreement to reflect such deemed sale.

(ii) To the Members and Transferees, pro rata, in accordance with the positive balance (if any) of each Member's and Transferee's Capital Account (as determined after taking into account all Capital Account adjustments for the Company's taxable year during, which the liquidation occurs) shall be distributed to the Members and Transferee either in cash or in kind, as determined by the Managers, with any assets distributed in kind being valued for: this purpose at their fair market value as determined pursuant to Section 12.2(b)(i).

(iii) Thereafter, to the Members and Transferee's pro rata, in accordance with their respective Percentage Interests.

(c) Notwithstanding anything to the contrary in this Agreement, upon a liquidation within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Treasury Regulations, if any Member has a Deficit Capital Account (after giving effect to all contributions, distributions, allocations and other Capital Account adjustments for all taxable years, including the year during which such liquidation occurs), such Member shall have no obligation to make any Capital Contribution, and the negative balance of such Member's Capital Account shall not be considered a debt owed by such Member to the Company or to any other Person for any purpose whatsoever.

(d) Upon completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated.

(e) The Manager(s) shall comply with all requirements of applicable law pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

12.3 ***Articles of Dissolution.***

When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed among its members in accordance with their respective rights and interests, a Articles of Dissolution of the Company shall be filed with the Florida Department of State.

12.4 ***Effect of Filing Articles of Dissolution.***

Upon the filing of Articles of Dissolution with the Florida Department of State, and upon issuance of the Certificate of Dissolution by the Department of the State, the existence of the Company shall cease, except for the purpose of suits, of the proceedings and appropriate action as provided in the Act. The Managers shall have authority to distribute any Company property discovered after dissolution, convey real estate and take such other action as may be necessary on behalf of and in the name of the Company.

12.5 ***Return of Contribution Nonrecourse to Other Members.***

Except as provided by law or as expressly provided in this Agreement, upon dissolution, each Member and Transferee shall look solely to the assets of the Company for the return of its Capital Contribution. If the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the cash contribution of one or more Members or Transferees, such Member(s) or Transferee(s) shall have no recourse against any other Member or Transferee, except as otherwise provided by law.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

13.1 ***Notices.***

Any notice, demand, or communication required or permitted to be given by any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered personally or by express mail or courier service (with receipt acknowledged) to the party or to an executive officer of the party to whom the same is directed, if telecopied (with receipt acknowledged) to the party or an executive officer of the party to whom the same is directed or, if sent by registered or certified mail, postage and charges prepaid, addressed to the Member's and/or Company's address, as appropriate, which is set forth in this Agreement. Except as otherwise provided herein any such notice shall be deemed to be given two (2) business days after the date on which the same was deposited in the United States mail, addressed and sent as aforesaid, if sent by mail or upon confirmation of receipt if delivered by telecopier, personal delivery or courier service.

13.2 ***Books of Account and Records.***

Proper and complete records and books of account shall be kept or shall be caused to be kept by the Managers in which shall be entered fully and accurately all transactions relating. to the Company's business in such detail and completeness as is customary and usual for businesses of the type engaged in by the Company. Such books and records shall be maintained as provided in Section 9.9. The books and records shall at all times be maintained at the principal place of business of the Company. Additionally, the Managers shall promptly distribute to all Members, copies of the Company' financial statements on an annual basis.

13.3 ***Application of Florida Law.***

This Agreement and its interpretation shall be governed exclusively by its terms and by the laws of the State of Florida, and specifically the Act.

13.4 ***Waiver of Action for Partition.***

Each Member and Transferee irrevocably waives during the term of the Company any right that it may have to maintain any action for partition with respect to the property of the Company.

13.5 ***Amendments.***

This Agreement may not be amended except in writing by the affirmative vote of a majority of the Members of the Company which vote must include the affirmative vote of the Manager. Any amendment changing either the Percentage Interests of the Members or any provision within Article V requires the unanimous vote of the Members.

13.6 ***Execution of Additional Instruments.***

Each Member hereby agrees to execute such other and further statements of interest and holdings, designations and other instruments necessary to comply with an laws, rules or regulations.

13.7 ***Construction.***

Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa.

13.8 ***Headings.***

The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision thereof

13.9 ***Waivers.***

The failure of any party to seek redress for default of or to insist upon the strict performance of any covenant of condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a default, from having the effect of an original default.

13.10 ***Rights and Remedies Cumulative.***

The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shah not preclude or waive the right to use any other remedy. Said rights and remedies are given in addition to any other legal rights that parties may have.

13.11 ***Severability.***

If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

13.12 ***Heirs, Successors and Assigns.***

Each and all of the covenants, terms, provisions and agreement herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors and assigns.

13.13 ***Creditors.***

None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company.

13.14 ***Counterparts.***

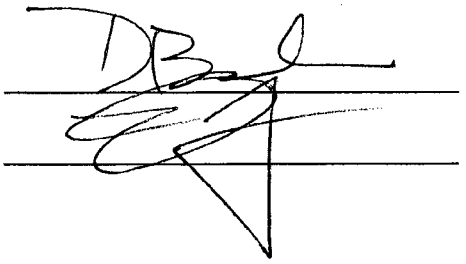
This Agreement may be executed in counterparts, each of shall be deemed an original but all of which shall constitute one and the same instrument.

13.15 ***Conflict of Interest Waiver.*** The Members and the Company acknowledge that the law firm of TESCHER & SPALLINA, P.A. has represented the Company in connection with the drafting of this Agreement and the formation and structuring of the Company, and that said law firm also represents one or more of the Managers and Trustees. The Company and its Members acknowledge that they have been advised that there are material income tax consequences and economic ramifications from being a Member in the Company, that they fully understand the tax consequences and economic ramifications of a Member's investment in the Company, and that they have been encouraged to consult with separate and independent counsel to advise them on Company and Member issues including this Agreement and the formation of the Company. The Company and the Members hereby waive any conflicts of interest with respect to the foregoing law firm's representation of the Company and the afore described Members and owners of interests in entity Members, in connection with the services set forth in this Section.

==========

IN WITNESS WHEREOF, the parties hereto have caused their signatures to be set forth below on the day and year first above written.

Witnesses:



COMPANY:

BERNSTEIN FAMILY REALTY, LLC, a Florida limited liability company

By: _____
SIMON BERNSTEIN, Manager

MEMBERS:

DANIEL BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006

STANFORD TRUST COMPANY, Trustee

_____

_____

By: _____
_____, _____
Name Title

JAKE BERNSTEIN IRREVOCABLE TRUST
dated September 7, 2006

STANFORD TRUST COMPANY, Trustee

_____ By:_____

_____ _____, _____
Name Title

JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006

STANFORD TRUST COMPANY, Trustee

_____ By:_____

_____ _____, _____
Name Title

F:\WPDATA\drt\Bernstein, Shirley & Simon\Bernstein Family Realty, LLC\Bernstein Family Realty LLC Operating Agreement.wpd

BERNSTEIN FAMILY REALTY, LLC

OPERATING AGREEMENT

EXHIBIT A

Member(s)	Percentage Interest*	Capital Contributions
DANIEL BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006	33.34%	$33.34
JAKE BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006	33.33%	$33.33
JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006	33.33%	$33.33

The addresses of all of the Members is 950 Peninsula Corporate Circle, Suite 3010, Boca Raton, Florida 33487.

*proportionate to capital accounts of Members

Robert Spallina

From: Diana Banks [diana@lifeinsuranceconcepts.com]
Sent: Tuesday, June 03, 2008 12:29 PM
To: Robert Spallina
Subject: FW: Hello - Your current Portfolio Valuation
Attachments: BernsteinSSBalanceMay.08.xls

Robert, please see attached. Diana

From: Lashmit, Sandra J. [mailto:slashmit@StanfordEagle.com]
Sent: Friday, May 30, 2008 10:03 AM
To: Simon Bernstein
Cc: Prindle, Christopher R.; Roraff, Victoria G.
Subject: Hello - Your current Portfolio Valuation

Dear Mr. Bernstein ~ Please find attached a current Portfolio Valuation from Chris through 5/28/2008. Per your discussion with him last evening, this will provide the figures you need to update your personal Balance Sheet.

Have a good day,

Sandy

Sandra Lashmit
Registered Client Service Associate

Stanford Group Company
5200 Town Center Circle, 6th Floor
Boca Raton, FL 33486

(561) 544-8234 Direct
(561) 544-8200 Main
(877) 544-8230 Toll Free
(561) 544-8222 Fax
slashmit@stanfordeagle.com

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Robert Spallina

From: Robert Spallina
Sent: Tuesday, June 03, 2008 10:59 AM
To: 'Diana Banks'
Cc: sigreenwald@561net.com
Subject: FW: Corporate Filing - 700130528017

Attachments: 080603082250-700130528017#1.rtf; 70528017.tif

080603082250-770528017.tif (29
)130528017#1.rt KB)

Subject: FW: Corporate Filing - 700130528017

Diana - attached are Articles of Organization for Bernstein Family Realty, LLC. Si will sign the Sale and Purchase Agreement as Manager of this entity. Please make sure that Steve Greenwald reviews the Sale and Purchase contract before Si signs. Thanks

Pursuant to the provisions of Internal Revenue Service Circular 230 that apply to written advice provided by Federal tax practitioners, please be advised (a) that if any advice herein relating to a Federal tax issue would, but for this disclaimer, constitute a "reliance opinion" within the meaning of Circular 230, such advice is not intended or written to be used, and cannot be used by the affected taxpayer, for the purpose of avoiding penalties that may be imposed on the taxpayer, and (b) any written statement contained herein relating to any Federal tax issue may not be used by any person to support the promotion or marketing of, or to recommend, any Federal tax transaction(s) or matter(s) addressed herein. We would be happy to discuss the effect of this disclaimer, and alternatives to this disclaimer, with you if desired.

Robert L. Spallina, Esq.
TESCHER & SPALLINA, P.A.
2101 Corporate Blvd., Suite 107
Boca Raton, Florida 33431
Telephone: 561-998-7847
Facsimile: 561-998-2642
E-mail: rspallina@tescherlaw.com

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-----Original Message-----
From: limitedonline@dos.state.fl.us [mailto:limitedonline@dos.state.fl.us]
Sent: Tuesday, June 03, 2008 8:23 AM
To: Robert Spallina
Subject: Corporate Filing - 700130528017

The Articles of Organization for BERNSTEIN FAMILY REALTY LLC were filed electronically on June 02, 2008, as verified by the letter and authentication number shown below and were assigned document number L08000054043. Please refer to this number whenever corresponding with this office.

The certification you requested is enclosed.

Electronic filing and certification is provided for in section 15.16, Florida Statutes and has the same legal effect as any other filing or certificate.

A limited liability annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file/effective date. A Federal Employer Identification (FEI) number may be required before this report can be filed. Please apply NOW with the Internal Revenue Service by calling 1-800-829-4933 and requesting form SS-4.

Please be aware if the limited liability company address changes, it is the responsibility of the limited liability to notify this office.

Should you have any questions regarding this matter, please contact this office at the address given below.

Gretchen Harvey
Document Specialist Supervisor
Registration Section

~~~Division of Corporations - P.O. Box 6327 - Tallahassee, FL 32314

Letter Number: 080603082250-700130528017

Please take a few minutes to provide feedback on the quality of service you received from our staff. The Florida Department of State values your feedback as a customer. Kurt Browning, Florida's Secretary of State, is committed to continuously assessing and improving the level and quality of services provided to you. Simply click on the link to the "DOS Customer Satisfaction Survey." Thank you in advance for your participation.

DOS Customer Satisfaction Survey: http://survey.dos.state.fl.us/index.aspx?email=LimitedOnline@dos.state.fl.us
~~~

PAYMENT RECEIPT	
Transaction Amount:	$155.00
Email Address:	kmoran@tescherlaw.com
Date/Time Paid:	05/30/2008 18:26:20
Payment ID Number:	23884531
Reference Number:	700130528017
Document Number:	NEW

Thank you for using the
LINK2GOV
Online Payment System.
Print this receipt for your records.

Continue

Bernstein Realty, LLC

11187.001
File #2

Bernstein, Simon
Estate Planning

Page

To whom it may concern

I Simon Bernstein do this day Sept 7th 2012 of sound mind & body wish to leave to my beloveded Martiza Puccio should I die three things

(1) a check from J.P. Morgan for the amount of $150,000 for taking care of me when I needed her.

(2) my 20% of investment in Helsmet Co being drawn up at this time by Steven Greenwald Att.

(3) as soon as I can get it changed $100,000 from my current Ins Policy

---

as beneficiary.

Should I die first I wish all these things to happen with no interruption from Faily or Probate.

All things that I have given

(2).

To MARITZA PUCCIO ~~and~~ to This date goes with her as She WISHES, CAR - Clothes - Jewelery etc.

For this Consideration MARITZA PUCCIO will ~~R~~REMAIN with me so long as we agree to MAINTAIN OUR RELATIONSHIP. She will work to MAKE This RELATIONSHIP built on Respect, Honesty and Love between both parties.

Should either party fail to live up to these conditions all claims are VOID.

X _____

X _____

SIMON BERNSTEIN
7020 LIONS HEAD LANE
BOCA RATON, FL 33496

63-8413/2670 9942 310

DATE _____

PAY TO THE ORDER OF _____ $

_____ DOLLARS

Security Features Included Details on Back

J.P.Morgan
Founded 1799
JPMorgan Chase Bank, N.A.
Palm Beach, Florida

MEMO _____ _____

⑈267084131⑈ 849197231⑈0310

SIMON BERNSTEIN

2000 INSURANCE TRUST

DATED: August 15, 2000

PROSKAUER ROSE LLP

Attorneys at Law
2255 Glades Road, Suite 340 West
Boca Raton, FL 33431-7360

TRUST AGREEMENT dated this 15 day of August, 2000, between SIMON BERNSTEIN, as Settlor, and SHIRLEY BERNSTEIN and ALBERT W. GORTZ, as Trustees.

1. As and for a gift, the Settlor hereby assigns and transfers to the Trustees and their successors (together, the "Trustees") the life insurance policies set forth in Schedule A annexed hereto, and the Settlor agrees to execute all such assignments and changes of beneficiary and to do such other acts and things as may be necessary in order to make the Trustees irrevocable absolute assignees of said life insurance policies. The Trustees shall hold said policies, together with any other property which may be received by them, in trust upon the terms and conditions set forth herein. This trust shall be known as the "SIMON BERNSTEIN 2000 INSURANCE TRUST."

2. (a) During the Settlor's lifetime, the Trustees shall hold the trust property, shall invest and reinvest the same, and shall pay so much of the income therefrom to any one or more of the Settlor's wife, SHIRLEY BERNSTEIN, and the Settlor's descendants, living from time to time, in equal or unequal amounts, and to any one or more of them to the exclusion of the others, as the Trustees, in their absolute discretion, shall determine, accumulating any balance of the income and adding the same to principal.

(b) During the Settlor's lifetime, the Trustees are further authorized and empowered, from time to time, to pay to any one or more of the Settlor's wife, SHIRLEY BERNSTEIN, and the

THE ORIGINAL OF THIS DOCUMENT IS BEING
HELD FOR SAFEKEEPING BY
PROSKAUER ROSE LLP
2255 GLADES ROAD
BOCA RATON, FLORIDA 33431

Settlor's descendants, living from time to time, such sums out of the principal of the trust (even to the extent of the whole thereof), in equal or unequal amounts, and to any one or more of them to the exclusion of the others, as the Trustees, in their absolute discretion, shall determine; provided, however, that the Trustees shall notify the Settlor's wife and each of the Settlor's descendants of their intention to make any distribution pursuant to this subdivision, whereupon the Settlor's wife and each of said descendants shall have the right (prior to such distribution) to withdraw principal pursuant to subdivision (c) of this Article 2 within thirty days after receipt of such notice.

(c) In each calendar year (including the year in which the trust is first funded), with respect to any addition to principal,

(1) The Settlor's spouse is authorized and empowered to withdraw from principal the sum of subparagraphs (A) and (B) below, namely:

(A) the lesser of,

(i) an amount equal to the fair market value of the property added to principal (valued as of the date the addition is made),

or,

(ii) an amount that, with respect to the individual making the addition, would qualify for the Federal gift tax annual exclusion under Section 2503(b) of the Code for a gift made directly to the Settlor's spouse (determined on the date the addition is made, after taking into

account all prior gifts to the Settlor's spouse by such individual and assuming that in the case of any such individual other than the Settlor, his or her spouse, if any, will elect to "split" all gifts under Section 2513 of the Code,

and

(B) the amount from prior years (if any) that remains subject to his or her power of withdrawal.

(2) If the aggregate additions to the trust made in said year exceed the amount that the Settlor's spouse may withdraw pursuant to paragraph (1) of this subdivision (c), each of the Settlor's descendants, living from time to time, is authorized and empowered to withdraw from principal the sum of subparagraphs (A) and (B) below, namely:

(A) the lesser of,

(i) an amount equal to,

(I) a) the fair market value of the property added to principal (valued as of the date the addition is made),

reduced by,

b) the amount subject to the power of withdrawal of the Settlor's spouse pursuant to paragraph (1) of this subdivision (c),

divided by,

(II) the number of the Settlor's descendants having a power of withdrawal under this paragraph (2) immediately after the addition is made,

or,

(ii) an amount that, with respect to the individual making the addition, would qualify for the Federal gift tax annual exclusion under Section 2503(b) of the Code for a gift made directly to such descendant (determined on the date the addition is made, after taking into account all prior gifts to said descendant by the individual making that addition and assuming that his or her spouse, if any, will elect to "split" all gifts under Section 2513 of the Code),

and

(B) the amount from prior years (if any) that remains subject to said descendant's power of withdrawal.

(3) Said rights of withdrawal may be exercised only by written notice to the Trustees and any such withdrawals shall be made out of additions to principal made during the current year, and, to the extent that those additions are insufficient, out of the balance of the principal. The Trustees shall notify the Settlor's spouse and each of the Settlor's descendants, living from time to time, in writing of his or her power of withdrawal with respect to each addition within fifteen days after the date the addition is made.

(4) (A) Each beneficiary's power of withdrawal in any calendar year shall lapse at the end of that year to the extent of,

(i) the amount described in Section 2514(e) of the Code (which, if expressed as a percentage of the fair market value of trust principal, shall be that percentage determined as of the end of the year in question), combining, for this purpose, the fair market

values of the principal of the trust under this Agreement and of all other trusts as to which the beneficiary may have a power of withdrawal,

reduced (but not below zero) by,

(ii) the amounts by which the beneficiary's powers of withdrawal with respect to each such trust shall have lapsed at the end of that year (assuming that, with respect to each beneficiary, his or her powers of withdrawal as to each such trust, including this trust, shall lapse in the order in which the trust granting such power was created).

(B) Each beneficiary's power of withdrawal shall lapse in its entirety, (i) upon the beneficiary's death, or (ii) upon the Settlor's death if any part of the principal of the trust is includable in the Settlor's gross estate for Federal estate tax purposes.

(5) Notwithstanding the foregoing, any individual making an addition to the principal shall have the right, by written instrument delivered to the Trustees when the addition is made, with respect to any power of withdrawal that otherwise would be created as a result of said addition, (A) to exclude any beneficiary from exercising his or her power of withdrawal that would otherwise be created, (B) to increase (but not exceeding the amount of his or her addition) or decrease the amount subject to any beneficiary's power of withdrawal, or (C) to change the period during which any beneficiary's powers of withdrawal may be exercised.

3. Upon the death of the Settlor, the then principal of the trust shall be held by the Trustees in further separate trust to pay the income therefrom in quarterly or more frequent installments to the Settlor's wife during her life.

The Trustees are authorized and empowered, from time to time, to pay to the Settlor's wife such sums out of the principal of the trust (even to the extent of the whole thereof) as the Trustees, in their absolute discretion, deem in her best interests.

Upon the death of the Settlor's wife, the then principal of the trust shall pass to such of one or more of the Settlor's descendants in such shares, equal or unequal, and subject to such lawful trusts, terms and conditions as the Settlor's wife shall by Will appoint. To the extent that said power of appointment shall not be effectively exercised, or upon the Settlor's death if the Settlor's wife predeceases the Settlor, said principal shall be divided into shares, per stirpes, for such of the Settlor's children TED STUART BERNSTEIN, ELIOT BERNSTEIN, JILL IANTONI and LISA SUE FRIEDSTEIN, as are then living and for the then living descendants of such of them as are then dead, and each such share shall be distributed absolutely, provided, however, that any share so set aside for a grandchild or more remote descendant of the Settlor who has not then attained the age of thirty shall be disposed of as provided in Article 4 of this Agreement.

4. All shares or portions above or below directed to be set aside for a grandchild or more remote descendant of the Settlor and directed to be disposed of as provided in this Article 4 shall be held by the Trustees in further separate trust to apply so much of the income therefrom for the health, education, maintenance or support of the beneficiary as the Trustees deem necessary or advisable, accumulating any balance of the income and adding the same to principal until the beneficiary attains the age of twenty-one; thereafter, the income shall be paid to the beneficiary in convenient installments.

The Trustees are authorized and empowered, from time to time, to pay to the beneficiary such sums out of the principal of the trust (even to the extent of the whole thereof) as the Trustees shall deem that the beneficiary needs for his or her health, education, maintenance or support.

Upon the beneficiary's attaining the age of twenty-five, one-half of the then principal of his or her trust shall be distributed to the beneficiary absolutely, and upon the beneficiary's attaining the age of thirty, the balance of the principal of his or her trust shall be distributed to the beneficiary absolutely.

In the event of and upon the death of the beneficiary during the continuance of his or her trust, the then principal thereof shall be divided into portions, per stirpes, for the beneficiary's then living descendants, or, in default thereof, for the then living descendants of the beneficiary's nearest ancestor who was a descendant of the Settlor and who has

descendants then living, or, in default thereof, for the Settlor's then living descendants, and each such portion shall be distributed absolutely, except that any portion so set aside for a grandchild or more remote descendant of the Settlor who is then the beneficiary of a trust under this Article 4 shall be added to the principal of said trust and disposed of as a part thereof, subject to subsequent, but not prior, mandatory distributions of principal, and any portion so set aside for a grandchild or more remote descendant of the Settlor who has not then attained the age of thirty and who is not then the beneficiary of a trust under this Article 4 shall be disposed of as provided in this Article 4.

5. The Trustees shall have the power, in their absolute discretion, at any time or from time to time: to apply for and to purchase contracts of insurance on the life of the Settlor; to make premium payments out of the income or principal on any policy of life insurance held by them hereunder; to exercise any of the rights or options with respect to any policy of life insurance held by them hereunder, whether granted in said policy or allowed by the insurer, including, but not limited to, surrendering, converting (into paid up or extended term insurance) or borrowing upon said policy, applying dividends against premiums or purchasing paid up additions, and exercising options with respect to conversion, surrender or payment of death proceeds.

6. If ALBERT W. GORTZ ceases to be qualified as a Trustee hereunder, the Settlor's daughter PAMELA BETH SIMON shall be entitled to qualify as successor Trustee in his place.

The Trustees from time to time qualified hereunder are authorized and empowered to designate one or more co-Trustees and, subject to the foregoing, a sole surviving Trustee at any time qualified hereunder is authorized and empowered to designate one or more successor Trustees to succeed himself or herself; provided, however, that the Settlor may not serve as a Trustee hereunder and that the Settlor's wife may not serve as a sole Trustee hereunder, and, provided further, that JEANNIE BERNSTEIN shall never be designated as or serve as a Trustee of any trust created hereunder.

An individual Trustee shall cease to be qualified as Trustee hereunder if he or she is under a legal disability or if by reason of illness or mental or physical disability, in the written opinion of two doctors then practicing medicine, he or she is unable to manage his or her affairs. Each Trustee acting hereunder hereby waives any doctor-patient privilege that may exist and authorizes said doctors to release all medical information that may be requested by the Trustees acting hereunder.

At all times at least one Trustee of any trust created hereunder shall not have an interest in the income or principal of such trust.

No bond or other security shall be required for any reason whatsoever of any Trustee named herein or designated as herein provided.

7. The Trustees hereunder shall have the following discretionary powers in addition to those conferred by law:

(a) To make any payment or distribution (required or authorized under this Agreement) either wholly or partly in kind at market value at date of distribution; to cause any share to be composed of cash, property or undivided fractional interests in property different in kind from any other share and without regard to the income tax basis of property allocated to any beneficiary.

(b) To continue to hold any property, real, personal or otherwise, including, but not limited to, stocks, bonds or other securities, domestic or foreign, in the form in which it shall be when received by them hereunder (without regard to any rule of law that may require them to decide whether or not to retain such property) or as the form thereof may be changed pursuant to the provisions of the other subdivisions of this Article, so long as they, in their absolute discretion, deem it advisable.

(c) To invest and reinvest in any property, including, but not limited to, stocks, bonds or other securities or so-called derivative investments, domestic or foreign, options to sell or to purchase such securities or so-called derivative investments (whether or not then held hereunder), shares or interests in mutual funds, investment companies, investment trusts or common trust funds of a bank or trust company, currencies, precious metals, oil and gas properties or other natural resources and commodities, or interests in, rights to or options to sell or to purchase any of the foregoing (whether or not then held hereunder), improved or unimproved real property or tangible personal property or life insurance, endowment, annuity or similar contracts (including such contracts insuring the then income beneficiary of any trust hereunder) that they may, in their absolute discretion, deem advisable, without regard to any duty to diversify or, except with respect to any trust for the benefit of the Settlor's spouse that qualifies for the marital deduction under either Federal or state law, to make such property productive of income, and in any manner, including by direct purchase, entry into a joint venture, creation of or purchase of an interest in any form of partnership or corporation or through any other form of participation or ownership.

(d) To employ any person, firm, corporation, bank or trust company for advice with respect to investment policy, but the Trustees may, in their absolute discretion, follow or refrain from following any recommendations so obtained, and said recommendations shall not in any way limit the discretionary power and authority herein conferred upon, and not otherwise delegated by, them with respect to investments; to designate a corporation, partnership or other firm, authorized so to act, as custodian, and to employ attorneys, accountants and bookkeepers; and to charge the fees and expenses of the foregoing to any trust hereunder.

(e) To exercise or perform every power, authority or duty, including discretionary powers, by the concurrence and in the names of a majority of the Trustees qualified to participate, with the same effect as if all had joined therein; but by unanimous vote of the Trustees they may determine the number (one or more) who may give instructions to custodians, sign checks or have access to safe deposit boxes.

(f) Severally to resign, by delivering to any successor or co-Trustee written notice of such resignation, to take effect at such date as said resigning Trustee may specify in said notice, without necessity for prior accounting or judicial approval.

(g) Severally to authorize, by instrument in writing, any person or corporation, including any co-Trustee, bank or trust company, to act in the place of said Trustee with respect to specified transactions, to sign a particular check or checks, or to execute any other specifically stated instruments in the name of said Trustee.

(h) To credit to principal or income or to apportion between them in such manner as they deem advisable any distributions from partnerships, any extraordinary, wasting or liquidating dividends, any dividends payable in the stock of the corporation paying the dividend or payable in the stock of another corporation and any so-called "capital gains dividends" declared by investment companies or investment trusts.

(i) To charge to principal or income or to apportion between them any ordinary or extraordinary expenses in such manner as they deem advisable.

(j) To determine if and to what extent they shall amortize any premium paid by them on bonds or other obligations for the payment of money.

(k) To alter, repair, improve, demolish, manage, partition, mortgage, lease for any period (including a period in excess of any fixed by statute and extending beyond the duration of the trusts herein), exchange, grant options to lease or to

buy, and sell or dispose of, at public or private sale and upon such conditions and such terms as to cash and credit as they deem advisable, any property held by them hereunder.

(l) To borrow such sums as they deem advisable for the proper administration of the trusts and to give security therefor.

(m) With respect to any property distributable absolutely to an infant remainderman: in their absolute discretion, to retain possession of and manage the same during his or her minority, with all the rights, powers and compensation of Trustees hereunder, and from time to time to apply so much of the income and principal thereof to the use of said infant as they deem advisable, accumulating any balance of the income and adding the same to principal at convenient intervals; upon said infant's attaining majority (or sooner death), the then principal and any accumulated income shall be distributed to said infant (or his or her estate); this power shall not affect the vesting of said property in said infant.

(n) In determining the amount of income or principal applicable to the use of an infant, to disregard the duty or ability of the parent or parents of said infant to support said infant; and to make payment of any income or principal, applicable to the use of or payable to an infant, (1) to the Guardian (qualified in any jurisdiction) of the person or property of such infant, or (2) to the parent or parents of such infant (whether or not legally appointed his or her Guardian(s)), or (3) to the extent permitted by law, to a Custodian for such infant under a Uniform Gifts to Minors Act or a Uniform Transfers to Minors Act and to select age twenty-one for termination of custodianship, or (4) to apply the same for his or her benefit; the receipt of such Guardian, parent or Custodian or the evidence of the application of such income or principal shall be a full discharge to the Trustees for such payment; provided, however, that with respect to any such payments to or for the benefit of the Settlor's grandchildren ALEXANDRA BERNSTEIN, ERIC BERNSTEIN and MICHAEL BERNSTEIN, no such payment shall be made to JEANNIE BERNSTEIN in any capacity as such grandchild's parent, guardian or Custodian.

(o) To remove any of the property held hereunder to or from any jurisdiction; to change the situs of administration of any trust hereunder from one jurisdiction to another and to elect the law of such other jurisdiction to govern the same.

(p) To organize or participate in the organization of corporations, and to transfer to them any part or all of the property held hereunder in exchange for securities thereof.

(q) To set apart out of the income of the trusts herein (or out of the income of corporations of which the trusts

own securities) reserves for such purposes including, without limitation, depreciation, depletion, obsolescence and other contingencies, and in such amounts as the Trustees, in their absolute discretion, shall deem advisable.

(r) To hold the principal or part of the principal of any of the trusts herein in one or more joint funds in which the separate trusts shall have undivided interests.

(s) To participate in and consent to any corporate reorganization, dissolution, liquidation, merger, consolidation, sale or lease, or in and to any other change in any corporation or in its financial structure, and to become a depositor with any protective, reorganization or similar committee, and to make all necessary payments incident to the foregoing; to exercise or to sell any conversion, subscription or similar rights; and in general to exercise in respect to any securities the unrestricted rights of a personal owner, including voting in person or by proxy.

(t) To the extent permitted by law, to register any of the property held hereunder in their names as Trustees or in the names of nominees, or to take and keep the same unregistered, in bearer form or otherwise in such condition as to pass by delivery.

(u) To lend such sums out of the income (other than of any trust for the benefit of the Settlor's spouse that qualifies for the marital deduction under either Federal or State law) or principal of the trusts hereunder and upon such terms and conditions as they deem advisable; provided, however, that under no circumstances may any loan be made to the Settlor.

(v) To exercise any settlement option with respect to the proceeds of any policy of life insurance payable to them as beneficiaries and, in the event of any controversy concerning the payment of such proceeds (or any other controversy with the insurer), to compromise any claim they may have, without the necessity of court approval; to receive such sums as may become payable to them as beneficiaries of any policy of life insurance, with authority to execute all necessary receipts and releases to the insurer, and, upon being advised of the death of the insured, to make efforts to collect such sums as may appear to be due them, without any obligation to institute suit or maintain any litigation to collect the proceeds of any such policy unless in possession of funds sufficient for that purpose or unless indemnified to their satisfaction for attorneys' fees, costs, disbursements and other expenses and liabilities to which they may be subjected by reason of such action; provided, however, that the Trustees may utilize any property held by them hereunder to pay expenses incurred in connection with enforcing the payment of any such sums due them. Any insurer issuing such policy shall, upon payment of the proceeds to the Trustees, be released

and discharged of any obligation to see that such proceeds are applied as provided in this Agreement and of any further liability to the Trustees or to any beneficiary hereof.

(w) To guarantee loans made to any beneficiary hereunder.

(x) To trade on margin (but only with the approval of the Settlor's spouse in the case of any trust that qualifies for the marital deduction under either Federal or state law) and, for such purpose, to maintain and operate a margin account with any broker and to pledge any property held hereunder with such broker for loans and advances made to them. In connection with the foregoing, the Trustees are authorized and empowered to hold title in and to property in bearer, nominee or other form, without disclosure of any trust, so that title may pass by delivery.

8. (a) All the powers granted in this Agreement may be exercised after the termination of the trusts in connection with the proper administration and distribution thereof.

(b) Except as otherwise provided in subdivision (o) of Article 7 of this Agreement, this Agreement shall be governed by and its validity, effect and interpretation determined by the laws of the State of Florida.

(c) This Agreement shall be irrevocable.

(d) In any judicial proceeding involving any trust hereunder and in any non-judicial settlement of the account of a Trustee hereunder, the interest of a person under disability may be represented by a party to such proceeding or settlement who is not under disability and who has the same interest.

(e) If any person beneficially interested hereunder shall die in the course of or as a direct result of the same disaster, accident or calamity as shall cause the death of the life beneficiary upon whose death said person's interest is to take effect or under such circumstances that it cannot be readily determined whether said life beneficiary or said person died first, then, for the purposes of this Agreement, said person shall be deemed to have died before said life beneficiary.

(f) Upon the commencement of the trusts herein and upon the death of an income beneficiary, or any other termination of the trusts herein, any accrued income (including dividends theretofore declared but not yet payable) shall be paid to the persons entitled to receive the income when it becomes payable, but any undistributed income which the Trustees are authorized in their discretion to accumulate shall be added to principal.

(g) Any income or principal payable to a beneficiary hereunder may, in the discretion of the Trustees, be applied by them for the benefit of said beneficiary.

(h) Notwithstanding any provision in this Agreement to the contrary, any power (including discretionary powers) granted to the Trustees hereunder shall be absolutely void to the extent that the right to exercise or the exercise thereof would in any way cause the Settlor's estate to lose all or part of the tax benefit afforded the Settlor's estate by the marital deduction provisions under either Federal or state laws; without limiting the foregoing, with respect to any trust for the Settlor's spouse that qualifies for the marital deduction under either Federal or state law, (1) subdivisions (h), (i), (j), (p), and (q) of the preceding Article of this Agreement and subdivision (f) of this Article shall not apply, and (2) the Settlor's spouse may direct the Trustees, from time to time, to sell any property held as part of the principal, if it produces little or no income, and to invest the proceeds of sale in property that produces sufficient income to assure that such trust will qualify for the marital deduction.

(i) Any Trustee who is an income beneficiary of a trust hereunder shall not be qualified to participate in the exercise of any power to make discretionary distributions to himself or herself or to make allocations, in his or her own favor, of receipts or expenses as between principal and income of such trust; nor shall any Trustee participate in the exercise of a discretionary power to pay or apply income or principal to or for the benefit of a beneficiary whom said Trustee (in his or her individual capacity) is then legally obligated to support; all said powers shall be exercisable by the other Trustee(s).

(j) With respect to any Trustee who is interested, in his or her individual capacity, in any firm or corporation in which the Settlor's estate or any trust hereunder may have an interest, said Trustee may deal freely with said firm or corporation in his or her individual capacity, notwithstanding that there may be a conflict with his or her fiduciary capacity hereunder, but, if one or more of said Trustees has no such personal interest, then as to all matters pertaining to said firm or corporation involving such conflict of interest the decision of said trust shall be made by said disinterested Trustee(s).

(k) A person from time to time qualified as Trustee hereunder shall not be disqualified from purchasing assets of the trust, provided (1) said purchaser shall not participate as Trustee in the decisions of the Trustees as to the price, conditions and terms of the sale, all of which decisions shall be made by the other Trustee(s); and (2) in fixing said price, conditions and terms said other Trustee(s) shall in all respects treat said purchaser in the same manner as though he or she were a third party, not qualified as Trustee.

(l) The Trustees may purchase assets from or sell assets to other estates or trusts not created hereunder, notwithstanding that one or more of said Trustees are fiduciaries of or beneficially interested in said estates or trusts; provided, however, that if one or more of said Trustees has no such interest, then as to all such matters the decision of the trusts hereunder shall be made by said disinterested Trustee(s).

(m) During the minority of any beneficiary, notice of his or her right to withdraw principal from a trust hereunder shall be given to and such right shall be exercisable on his or her behalf by his or her natural or legal guardian, his or her conservator, or his or her committee (in each case, other than the Settlor); provided, however, that no such notice shall be given to or exercisable by JEANNIE BERNSTEIN in any capacity as such beneficiary's natural or legal guardian, conservator, committee, parent or Custodian.

(n) The Settlor or any other person may from time to time add assets to the principal of the trusts hereunder, provided only that said assets are acceptable to the Trustees.

(o) All testamentary powers of appointment granted in this Agreement shall be exercisable only by specific reference to this Agreement and, except as provided in subdivision (p) herein, shall not be exercisable in favor of the power holder or his or her estate or his or her creditors or the creditors of his or her estate.

(p) Notwithstanding the provisions of Article 4 of this Agreement, if (1) pursuant thereto, upon the death of the beneficiary of a trust thereunder, any trust property would be set aside for a person who is assigned to a generation younger than that of the beneficiary under Section 2651 of the Code and if (2) said property would be subject to a generation-skipping transfer tax on the death of the beneficiary, but would not be subject to said tax to the extent that said property is includable in the beneficiary's estate for Federal estate tax purposes, then and in that event said property shall instead pass in such manner, including to his or her estate, if he or she shall so appoint, as the beneficiary shall by Will appoint with the unanimous prior written consent of all of the then qualified Trustees of said trust, except those whose required concurrence would prevent said power of appointment from being a "general power of appointment" within the meaning of Section 2041(b)(1) of the Code. Only if and to the extent that said power of appointment is not effectively exercised shall said property be disposed of as provided in said Article 4.

(q) Whenever property is directed to be held in a trust hereunder, the Trustees are authorized and empowered to establish two or more separate trusts for such property, with said trusts to have identical provisions, to the end that the

Federal generation-skipping transfer tax inclusion ratio, as defined in Section 2642(a) of the Code, of each trust will be either zero or one after allocation of the Settlor's available GST exemption pursuant to Section 2631 of the Code. The Trustees are further authorized and empowered to make different tax elections with respect to each such separate trust (including the allocation of the Settlor's available GST exemption), to invest such trusts in the same or different manners, to exercise any and all discretionary powers granted to them hereunder with respect to such separate trusts in the same or different manners, and to take any and all other actions consistent with the fact that such trusts are separate entities. The Settlor recommends (but does not direct) that no distribution of principal be made to a beneficiary from his or her trust(s) with a generation-skipping transfer tax inclusion ratio of zero until the trust(s) for his or her benefit with a generation-skipping transfer tax inclusion ratio of one shall first have been exhausted.

(r) Wherever in this Agreement property is directed to be added to an existing trust for a descendant of the Settlor hereunder, the Trustees shall not combine property with different generation-skipping transfer tax inclusion ratios, as defined in Section 2642(a) of the Code, but shall add such property to the trust for such descendant hereunder which has the same generation-skipping transfer tax inclusion ratio as defined in Section 2642(a) of the Code as such property, or, if necessary, such property shall be held in a separate trust for such descendant, with said trust to have identical provisions to the existing trust for such descendant hereunder.

(s) If, at any time, there shall be a trust created under the Settlor's Will, the Will of the Settlor's spouse or a trust created by the Settlor or the Settlor's spouse (or both of them) during the Settlor's lifetime, for the same beneficiaries and subject to the same provisions as a trust under this Agreement (or as a trust intended to be created under this Agreement), or if there shall be more than one trust under this Agreement for the same beneficiaries and subject to the same provisions, the Trustees are authorized and empowered, in their absolute discretion, to transfer the principal held (or intended to be held) in trust hereunder to the Trustees of such other trust (whether or not the Trustees of such other trust or their successors are the Trustees nominated or appointed hereunder) or to combine them (unless such trusts have different generation-skipping transfer tax inclusion ratios, as defined in Section 2642(a) of the Code) to form a single trust for simplicity and convenience of administration; provided, however, that if any such trusts are prevented from being combined or otherwise consolidated pursuant to the provisions of this subdivision because any such trust has a different maximum period of time that property held in such trust could remain held in such trust (the "perpetuities period"), the Trustees shall be permitted to combine or otherwise consolidate such trusts pursuant to the

provisions of this subdivision with the resulting trust assigned the lesser of the perpetuities periods of the original trusts.

(t) Wherever the context permits, the word "Trustees" shall be deemed to include "their survivor or survivors, successor or successors."

(u) To the extent permitted by law, none of the beneficiaries hereunder shall have the power to convey, anticipate, assign, encumber or in any way dispose of any part of the income or principal of their respective trust funds, nor shall said principal or income be in any way or in any amount answerable or chargeable with their duties, obligations, judgments or claims however arising, nor shall said principal or income be taken or reached by any legal or equitable process in satisfaction thereof, it being the Settlor's intent, so far as the law allows, to make said trusts what are commonly known as "spendthrift trusts."

(v) In no event shall any addition to the trust be made less than thirty days before the end of any calendar year.

(w) In no event shall any trust hereunder continue longer than the maximum term allowable under Florida law (or any other state that may govern the provisions of this Agreement) in effect at the date of this Agreement, and any trust then still in effect hereunder shall thereupon terminate and the then principal thereof shall be distributed absolutely to the beneficiary thereof.

(x) In determining whether or not to exercise any discretionary power to pay income or principal of any trust hereunder, the Trustees may, but shall not be required to, (1) with respect to the trust created under Article 3 of this Agreement, take into account any other resources available to the beneficiary under consideration; (2) take into account any effect the exercise thereof may have on the respective tax liabilities of any trust hereunder and the beneficiary under consideration; and (3) consider and accept as correct any statement concerning these matters made by the beneficiary under consideration or on behalf of such beneficiary.

(y) The Trustees must own each policy of insurance purchased by the Trustees or contributed to the trust. The Trustees shall have no liability or responsibility for any loss resulting from the failure of any insurance company and inability to pay its claim under any insurance policy purchased by the Trustees. The Trustees shall have the power to borrow any sum in accordance with the provisions of any such insurance contracts; however, the Trustees shall be under no obligation to invest any cash value accumulated in any life insurance policy owned by the trust regardless of the investment yield on such value within the policy as compared to the net investment yield which could be

obtained outside the policy. Except as expressly provided otherwise herein, the Trustees shall be under no duty or obligation to exercise any benefit, option or privilege granted by any insurance policy and the Trustees shall not be liable or accountable to anyone for the exercise or non-exercise of any such benefit, option or privilege, including the ability to borrow against the cash values to obtain a higher investment yield outside the policy.

(z) The Trustees shall be responsible for the proceeds of the policies only when, as and if collected by them, and the Trustees shall not be liable or accountable to anyone if, because of default in premium payments, failure of the insurance company or for any other reason whatsoever, the policies, or any of them, shall lapse or be otherwise uncollectible. The Trustees shall not be deemed, because of this trust, to have entered into any covenant to keep any insurance policies in force.

(aa) In determining the amount of any power to withdraw principal that may lapse under this Agreement, the Trustees may rely upon the written statement of the Trustees of any other trust to which this Agreement refers as to the fair market value of the principal thereof at the end of any year and shall have no duty to inquire as to the correctness of such statement.

(bb) Wherever reference is made in this Agreement to the "Code" it shall mean the Internal Revenue Code of 1986, as amended, and, if to any specific provision, it shall include any comparable provision of any subsequently enacted revenue law of the United States in effect from time to time.

9. The term "descendants" as used in this Agreement shall specifically exclude the Settlor's daughter PAMELA BETH SIMON and her descendants. The Settlor has not made any provisions herein for PAMELA BETH SIMON or any of her descendants not out of lack of love or affection but because they have been adequately provided for.

10. The Trustees hereby accept the trust herein and

agree to carry out the provisions hereof and faithfully to perform and discharge all of their duties as Trustees.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered
in the presence of the following
persons, each of whom also signed
as a witness in the presence of
the Settlor

GEORGE D. KARIBJANIAN

Print Name 1193 S.W. 20TH STREET

Address BOCA RATON, FLORIDA 33486

SIMON BERNSTEIN, Settlor (L.S.)

Robert Jacobowitz

Print Name 2415 NW 32nd St.

Address Boca Raton, FL

Signed, sealed and delivered
in the presence of the following
persons, each of whom also signed
as a witness in the presence of
the Trustee

GEORGE D. KARIBJANIAN

Print Name 1133 S.W. 20TH STREET

Address BOCA RATON, FLORIDA 33486

Robert Jacobowitz

Print Name 2415 NW 32nd St

Address Boca Raton, FL

_____ (L.S.)
SHIRLEY BERNSTEIN, Trustee

Signed, sealed and delivered
in the presence of the following
persons, each of whom also signed
as a witness in the presence of
the Trustee

GEORGE D. KARIBJANIAN

Print Name 1133 S.W. 20TH STREET

Address BOCA RATON, FLORIDA 33486

Robert Jacobowitz

Print Name 2415 NW 32nd St.

Address Boca Raton, FL

Albert W. Gortz (L.S.)
ALBERT W. GORTZ, Trustee

STATE OF FLORIDA)
) ss.:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 15th day of August, 2000 by SIMON BERNSTEIN, who is personally known to me or ~~has produced _____ as identification~~.

Notary Public (Affix Seal)
My commission expires:
My commission number:

NADINE M. CATALFIMO
COMMISSION # CC817768
EXPIRES MAY 16, 2003
BONDED THROUGH
ADVANTAGE NOTARY

STATE OF FLORIDA)
) ss.:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 15th day of August, 2000 by SHIRLEY BERNSTEIN, who is personally known to me or ~~has produced _____ as identification.~~

Notary Public (Affix Seal)
My commission expires:
My commission number:

NADINE M. CATALFIMO
COMMISSION # CC817768
EXPIRES MAY 16, 2003
BONDED THROUGH
ADVANTAGE NOTARY

STATE OF FLORIDA)
) ss.:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 15th day of August, 2000 by ALBERT W. GORTZ, who is personally known to me or ~~has produced _____~~ as identification.

Notary Public (Affix Seal)
My commission expires:
My commission number:

NADINE M. CATALFIMO
COMMISSION # CC817768
EXPIRES MAY 16, 2003
BONDED THROUGH
ADVANTAGE NOTARY

SCHEDULE A
TRUST AGREEMENT dated the 4th day of August, 2000, between SIMON BERNSTEIN, as Settlor, and SHIRLEY BERNSTEIN AND ALBERT W. GORTZ, as Trustees

The following life insurance policies:

Lincoln Benefit Life Company, Policy No.: U0204204

Capitol Bankers Life Insurance Company, Policy No.: 1009208

DURABLE POWER OF ATTORNEY

I, SIMON L. BERNSTEIN, Social Security No. 371-32-5211, of Palm Beach County, Florida, revoke all powers of attorney previously issued by me and appoint ROBERT L. SPALLINA as attorney-in-fact for me and to otherwise act for me and on my behalf, as provided herein:

_____ a. To create and fund an inter vivos trust for my benefit, the benefit of a family member or for the benefit of my pet as part of my estate planning and tax minimization objectives.

_____ b. To amend, modify, revoke, or terminate a trust created by me or on my behalf if the trust explicitly provides for amendment, modification or termination by my agent.

_____ c. To create or change rights of survivorship on financial accounts and property, real, intangible and tangible, owned by me.

_____ d. To deal with retirement plans, including individual retirement accounts, rollovers, and voluntary contributions, changing the ownership or beneficiary designations on such accounts, plans and/or annuities.

_____ e. To deal with life insurance, including the power to cash in or change the ownership or beneficiary designations of life insurance policies, excluding, however, life insurance policies of which my attorney-in-fact is not an owner nor co-owner thereof but is an insured thereof.

_____ f. To make gifts on my behalf as part of my estate planning and tax minimization objectives to my spouse, my lineal descendants or to trusts primarily for their benefit, that to any one such recipient does not exceed annually in aggregate the exclusion amount provided for under Code Section 2503(b). When a person eligible to receive gifts is serving as my agent hereunder, the aggregate of all gifts to such agent during the calendar year allowable shall not exceed the greater of Five Thousand Dollars ($5,000), or five percent (5%) of the aggregate value of my estate. However, gifts completed prior to a recipient's commencing to serve as agent shall not be affected by this limitation. Furthermore, to pay any charitable pledges I have made even if they are not yet due.

_____ g. To waive my right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan.

_____ h. To make statutory elections and disclaimers, including the power to disclaim or refuse to accept an inheritance, life insurance proceeds, or elective share.

i. To establish bank accounts, including renting safe deposit boxes, and brokerage accounts on my behalf.

j. To have access to any safe deposit box rented by me or by me with others (including authority to have it drilled), to remove the contents therefrom and to terminate the lease of the box.

k. To sell, purchase or to assign, transfer and deliver all cash, bonds, stocks, securities, annuities and other property of any kind, real or personal, owned by me.

l. To withdraw any funds standing to my credit or to my credit jointly with others in any bank, savings and loan association or other financial institution.

m. To conduct banking transactions as provided in section 709.2208(1) of the Florida Statutes, including but not limited to endorsing and delivering any checks, drafts, certificates of deposit, notes or other instruments for the payment of money payable to or belonging to me.

n. To convey any real property, interest in real property, or beneficial interest in a trust holding real property, including, but without limitation, homestead real property and real property in any type of joint ownership, including tenancy by the entireties, which I may own or possess.

o. To mortgage real property, including homestead real property, and to join with my spouse and my spouse's legal guardian where necessary, to accomplish this encumbrance.

p. To execute and deliver any assignment, stock power, deed or other instrument which my attorney-in-fact deems necessary or appropriate to carry out and effectuate this power of attorney, to sign my name to any instrument pertaining to or required in connection with the transfer of my property, and to give full receipts and discharges.

q. To conduct investment transactions as provided in section 709.2208(2) of the Florida Statutes, including but not limited to delegating to a transfer agent or similar person the authority to register any stocks, bonds or other securities either into or out of the principal's or nominee's name.

r. To borrow funds to avoid forced liquidation of assets.

s. To enter into buy-sell agreements.

t. To forgive and collect debts.

u. To make and complete funding of charitable pledges.

v. To hire counsel and otherwise act to represent and/or protect my interest in any

legal action.

w. To collect amounts due to me and to qualify me for various government entitlements such as Medicaid or Supplemental Social Security.

x. To deal with and collect proceeds from health and/or long term care insurance.

y. To sign tax returns, IRS powers of attorney, and to settle tax disputes.

z. To petition a court of competent jurisdiction for an elective share of the estate of my deceased spouse.

aa. To convey any property, tangible or intangible, real or personal, to the trustee of a revocable trust of which I was an original grantor, including my homestead.

bb. To execute any document on my behalf for the purpose of qualifying for any public/private benefit; and if when applying for Medicaid benefits, my income exceeds the income cap, to create an irrevocable income trust and to transfer so much of my income of said trust as will enable me to qualify for Medicaid benefits.

cc. To exercise all rights and privileges over, or relating to the ownership of, property, including without limitation the exercise of voting rights relating to such property or ownership.

dd. To deal with the United States Postal Service on my behalf, including but not limited to renting a post office box and collecting mail or forwarding my mail.

ee. To expend funds for the maintenance and day-to-day care of my pets; to provide informed consent for veterinary treatment and surgical and diagnostic procedures for my pets; to give informed consent and make health care decisions for my pets and to provide, withhold or withdraw such consent on my behalf; to make decisions regarding the administration of drugs for my pets; to apply for pet insurance to defray the costs of veterinary services; and to submit claims to my pet insurance company.

Every bank or other financial institution, insurance company, transfer agent, issuer, obligor, safe deposit box company, title insurance company or other person, firm or corporation to which this power of attorney or a photocopy hereof is presented is authorized to receive, honor and give effect to all instruments signed pursuant to the foregoing authority without inquiring as to the circumstances of their issuance or the disposition of the property delivered pursuant thereto. All acts done hereunder by my attorney-in-fact after revocation of this power of attorney or after my death shall be valid and enforceable in favor of anyone who relies on this power of attorney and has not received prior actual written notice of the revocation or death. All acts done by my attorney-in-fact pursuant to this power shall be binding upon me and my heirs, devisees and personal representatives.

My said attorney-in-fact shall not be liable for any acts or decisions made by said attorney-in-fact in good faith and under the terms of this Durable Power of Attorney.

I give and grant unto my said attorney-in-fact full power and authority to do and perform all and every act and thing that may be requisite and necessary as fully to all intents and purposes as I might or could if personally present, hereby ratifying and confirming all that my said attorney-in-fact shall lawfully do or cause to be done by virtue of this power of attorney.

This Durable Power of Attorney shall not be affected by subsequent incapacity of the principal except as provided by statute.

IN WITNESS WHEREOF I have signed this Durable Power of Attorney this 1 day of July, 2012.

Signed in the presence of:

Print Name: Robert Spallina

Print Name: Kimberly Moran

SIMON L. BERNSTEIN

STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 25 day of July, 2012, by SIMON L. BERNSTEIN.

Signature - Notary Public-State of Florida

Lindsay Baxley

Print, type or stamp name of Notary Public

[Seal with Commission Expiration Date]

NOTARY PUBLIC-STATE OF FLORIDA
Lindsay Baxley
Commission # EE092282
Expires: MAY 10, 2015
BONDED THRU ATLANTIC BONDING CO., INC.

Personally Known ✓ or Produced Identification _____

Type of Identification Produced _____

LIVING WILL

I, SIMON L. BERNSTEIN, willfully and voluntarily make this declaration on this 27 day of July, 2012. I recognize that death is natural and is but a phase in the cycle of life. I do not fear death as much as I fear the indignity and futility of deterioration, dependence, and hopeless pain. If there is no reasonable medical expectation of my recovery from a physical or mental disability, I do not wish to be kept alive by artificial means or heroic measures.

Therefore, if my attending or treating physician and another consulting physician determine that there is no reasonable medical probability of my recovery from any of the following conditions, I direct that life-prolonging procedures be withheld or withdrawn when the application of those procedures would serve only to prolong artificially the process of dying, and that I be permitted to die naturally with only the administration of medication or the performance of any medical procedure deemed necessary to provide me with comfort care or to alleviate pain, even if that hastens my death:

(mark desired choices)

_x_ and I have a terminal condition (a condition caused by injury, disease, or illness from which there is no reasonable medical probability of recovery and which, without treatment, can be expected to cause death), or

_x_ and I have an end-stage condition (a condition that is caused by injury, disease, or illness which has resulted in severe and permanent deterioration, indicated by incapacity and complete physical dependency, and for which, to a reasonable degree of medical certainty, treatment of the irreversible condition would be medically ineffective), or

_x_ and I am in a persistent vegetative state (a permanent and irreversible condition of unconsciousness in which there is the absence of voluntary action or cognitive behavior of any kind, and an inability to communicate or interact purposefully with the environment).

In any of the situations described above, I direct that the following medical interventions be considered life-prolonging procedures the application of which would serve only to prolong artificially the process of dying and that I desire to be withheld or withdrawn:

(mark desired choices)

_x_ placement on ventilator or other mechanical devices,

_x_ surgical procedures and blood transfusion, except as needed to prevent or alleviate my suffering,

_x_ placement in an intensive care unit except as an absolute necessity to relieve my suffering,

_x_ chemotherapy or radiation therapy, unless there is a substantial medical probability my condition will materially improve from such therapy,

_x_ resuscitation efforts in the event of arrest of my heart or breathing,

_x_ active treatment of a new reversible condition such as newly-discovered cancer, heart attack, or pneumonia, and

_x_ artificial nutrition and hydration (providing food and water through tubes).

In regard to any medical intervention on the foregoing list which has not been marked, I do not desire the withholding of such unmarked intervention.

It is my intention that this declaration be honored by my family and physician as the final expression of my legal right to refuse medical or surgical treatment and to accept the consequences for such refusal. I understand that my wishes may place a heavy burden upon others, and so I make this declaration to assume sole responsibility for my decision and to mitigate any feelings of guilt that my wishes may cause.

I understand the full import of this declaration, and I am emotionally and mentally competent to make this declaration.

WITNESSES:

SIMON L. BERNSTEIN

Address: ROBERT L. SPALLINA
7387 WISTERIA AVENUE
PARKLAND, FL 33076

Tele. #: 954 341 5920

Address: Kimberly Moran
6362 Las Flores Drive
Boca Raton, FL 33433

Tele. #: 561 716 8849

STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 25 day of July, 2012, by SIMON L. BERNSTEIN.

Signature - Notary Public-State of Florida

Lindsay Baxley

Print, type or stamp name of Notary Public

[Seal with Commission Expiration Date]

NOTARY PUBLIC-STATE OF FLORIDA
Lindsay Baxley
Commission # EE092282
Expires: MAY 10, 2015
BONDED THRU ATLANTIC BONDING CO., INC.

Personally Known ✓ or Produced Identification _____

Type of Identification Produced _____

PREPARED BY AND RETURN TO:
Robert L. Spallina, Esquire
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
Telephone: 561-997-7008

Parcel Control No. 06-43-47-32-38-002-0035

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, is made this _____ day of _____, 2008, between TED S. BERNSTEIN, Trustee of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008, as Grantor, and TED. S. BERNSTEIN, Trustee of the SHIRLEY BERNSTEIN FAMILY TRUST dated December 8, 2010, with full power and authority for said Trustee and said Trustee's successors to deal in and with the subject property, including the power to protect, conserve and to sell, lease or encumber the subject property, to convey the subject property to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in the Trustee, and such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar or different from the ways above specified, at any time or times hereafter and otherwise to manage and dispose of the subject property as authorized and contemplated by Section 689.071, Florida Statutes and whose mailing address is 880 Berkeley Street, Boca Raton, Florida 33487, as Grantee.

(WHEREVER used herein, the terms "***Grantor***" and "***Grantee***" include all the parties to this instrument and their heirs, legal representatives and assigns of such individuals, and the successors and assigns of corporations.)

WITNESSETH, that said Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration to it in hand paid by Grantee, the receipt of which is hereby acknowledged, does hereby remise, release and quit-claim to Grantee and Grantee's heirs and assigns forever, the following described real property situated, lying and being in Palm Beach County, Florida, to-wit:

> Condominium Parcel Number C5 of the Center Building of ARAGON CONDOMIMIUM according to the Declaration of Condominium thereof recorded in Official Records Book 8921, Page 1267 of the Public Records of Palm Beach County, Florida.

This conveyance is subject to the following:

1. Taxes and assessments for the year 2008 and subsequent years.

2. Conditions, restrictions, limitations, dedications, reservations, existing zoning ordinances, and easements of record including, but not limited to, water, sewer, gas, electric and other utility agreements of record.

Grantor hereby certifies that said property is not the grantor's homestead and that grantor resides

elsewhere.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

==========

In WITNESS WHEREOF, Grantor has set Grantor's hand and seal as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

SHIRLEY BERNSTEIN TRUST AGREEMENT
dated May 20, 2008

_____

_____
(Print Name)

TED S. BERNSTEIN, Trustee
Address: 880 Berkeley Street
Boca Raton, FL 33498

_____

_____
(Print Name)

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by TED S. BERNSTEIN, Trustee of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008, who ☐ is personally known to me; or ☐ produced the following identification _____.

_____
Signature of Notary Public, State of Florida

_____
(Print, Type or Stamp Commissioned Name of Notary Public)

PREPARED BY AND RETURN TO:
Robert L. Spallina, Esquire
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
Telephone: 561-997-7008

Parcel Control No. 00-42-46-33-11-000-7810

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, is made this _____ day of _____, 2012, between TED S. BERNSTEIN, Trustee of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008, as Grantor, and TED. S. BERNSTEIN, Trustee of the SHIRLEY BERNSTEIN FAMILY TRUST dated December 8, 2010, with full power and authority for said Trustee and said Trustee's successors to deal in and with the subject property, including the power to protect, conserve and to sell, lease or encumber the subject property, to convey the subject property to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in the Trustee, and such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar or different from the ways above specified, at any time or times hereafter and otherwise to manage and dispose of the subject property as authorized and contemplated by Section 689.071, Florida Statutes and whose mailing address is 880 Berkeley Street, Boca Raton, Florida 33487, as Grantee.

(WHEREVER used herein, the terms "***Grantor***" and "***Grantee***" include all the parties to this instrument and their heirs, legal representatives and assigns of such individuals, and the successors and assigns of corporations.)

WITNESSETH, that said Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration to it in hand paid by Grantee, the receipt of which is hereby acknowledged, does hereby remise, release and quit-claim to Grantee and Grantee's heirs and assigns forever, the following described real property situated, lying and being in Palm Beach County, Florida, to-wit:

Lot 781, ST. ANDREWS COUNTRY CLUB, PLAT NO. 14, according to the Plat thereof, as recorded in Plat Book 57, Pages 132-135, inclusive, of the Public Records of Palm Beach County, Florida.

This conveyance is subject to the following:

1. Taxes and assessments for the year 2012 and subsequent years.

2. Conditions, restrictions, limitations, dedications, reservations, existing zoning ordinances, and easements of record including, but not limited to, water, sewer, gas, electric and other utility agreements of record.

Grantor hereby certifies that the said property is not the Grantor's homestead and that Grantor resides elsewhere.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

==========

In WITNESS WHEREOF, Grantor has set Grantor's hand and seal as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

SHIRLEY BERNSTEIN TRUST AGREEMENT
dated May 20, 2008

_____

_____
(Print Name)

_____

_____
(Print Name)

_____
TED S. BERNSTEIN, Trustee
Address: 880 Berkeley Street
Boca Raton, FL 33498

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by TED S. BERNSTEIN, Trustee of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008, who ☐ is personally known to me; or ☐ produced the following identification _____.

_____
Signature of Notary Public, State of Florida

_____
(Print, Type or Stamp Commissioned Name of Notary Public)

ASSIGNMENT OF MEMBERSHIP INTEREST

The undersigned Member of BERNSTEIN HOLDINGS, LLC, a Florida limited liability company (the "Company"), (a) does hereby assign, transfer, convey and deliver all of its membership interest in the Company to TED. S. BERNSTEIN, Trustee of the SHIRLEY BERNSTEIN FAMILY TRUST dated December 8, 2010, to share in Company profits and losses, to receive distributions from the Company, and to receive allocations of income, gain, loss, deduction, or credit or other similar items to which the undersigned Member is entitled under the Operating Agreement of the Company, and further, (b) to the extent permissible under the Operating Agreement of the Company, Assignor assigns such further rights that it may have as a Member thereof including the ability of its successor to be admitted as a substitute Member upon obtaining the requisite consent of the Manager of the Company.

DATED: Effective as of _____, 20__.

ASSIGNOR:

SHIRLEY BERNSTEIN TRUST AGREEMENT
dated May 20, 2008

By:_____
TED. S. BERNSTEIN, Trustee

CONSENT TO BE BOUND

TED. S. BERNSTEIN, Trustee of the SHIRLEY BERNSTEIN FAMILY TRUST dated December 8, 2010, consents to be bound under the Operating Agreement of the Company as substitute Member thereunder upon admission as same.

DATED: Effective as of _____, 20__.

SHIRLEY BERNSTEIN FAMILY TRUST
dated December 8, 2010

By:_____
TED. S. BERNSTEIN, Trustee

CONSENT OF MANAGER AND MEMBERS

The undersigned Manager and Members of BERNSTEIN HOLDINGS, LLC, a Florida limited liability company (the "Company"), hereby consents to the Assignment of Membership Interest described above and further consents to the admission of TED. S. BERNSTEIN, Trustee of the SHIRLEY BERNSTEIN FAMILY TRUST dated December 8, 2010, as substitute Member of the Company.

DATED: Effective as of _____, 20__.

COMPANY:

BERNSTEIN HOLDINGS, LLC,
a Florida limited liability company

By: _____
_____, Manager

MEMBERS:

SIMON BERNSTEIN L. TRUST AGREEMENT
dated May 20, 2008, as amended

By:_____
ROBERT L. SPALLINA, co-Trustee

By:_____
DONALD R. TESCHER, co-Trustee

ELIOT BERNSTEIN FAMILY TRUST
dated May 20, 2008

By: _____
ELIOT BERNSTEIN, Trustee

By: _____
ROBERT L. SPALLINA, Independent Trustee

JILL IANTONI FAMILY TRUST dated May 20, 2008

By: _____
JILL IANTONI, Trustee

By: _____
ROBERT L. SPALLINA, Independent Trustee

LISA S. FRIEDSTEIN FAMILY TRUST
dated May 20, 2008

By: _____
LISA S. FRIEDSTEIN, Trustee

By: _____
ROBERT L. SPALLINA, Independent Trustee

ASSIGNMENT OF LIMITED PARTNERSHIP INTEREST

The undersigned limited partner ("Assignor") of BERNSTEIN FAMILY INVESTMENTS, LLLP, a Florida limited liability limited partnership (the "Partnership"), (a) does hereby assign, transfer, convey and deliver all of its limited partnership interest to TED. S. BERNSTEIN, Trustee of the SHIRLEY BERNSTEIN FAMILY TRUST dated December 8, 2010, to share in Partnership profits and losses, to receive distributions from the Partnership, and to receive allocations of Partnership income, gain, loss, deduction, or credit or other similar items to which the undersigned Assignor was entitled, and further, (b) to the extent permissible under the Agreement of Limited Partnership for the Partnership, Assignor assigns such further rights that it may have as a limited partner thereof including the ability of its successors to be admitted as a substitute limited partner upon obtaining the requisite consent of the general partner of the Partnership.

DATED: Effective as of _____, 20__.

ASSIGNOR:

SHIRLEY BERNSTEIN TRUST AGREEMENT
dated May 20, 2008

By:_____
TED. S. BERNSTEIN, Trustee

CONSENT TO BE BOUND

TED. S. BERNSTEIN, Trustee of the SHIRLEY BERNSTEIN FAMILY TRUST dated December 8, 2010, hereby consents to be bound under the Agreement of Limited Partnership for BERNSTEIN FAMILY INVESTMENTS, LLLP, a Florida limited liability limited partnership, as a substitute limited partner thereunder upon admission as same.

DATED: Effective as of _____, 20__.

SHIRLEY BERNSTEIN FAMILY TRUST
dated December 8, 2010

By:_____
TED. S. BERNSTEIN, Trustee

CFN 20080203512
OR BK 22668 PG 0448
RECORDED 05/30/2008 09:05:38
Palm Beach County, Florida
AMT 10.00
Doc Stamp 0.70
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0448 - 449; (2pgs)

PREPARED BY AND RETURN TO:
Robert L. Spallina, Esquire
Tescher & Spallina, P.A.
2101 Corporate Blvd , Suite 107
Boca Raton, Florida 33431
Telephone: 561-998-7847

This is a Certified Copy

Parcel Control No. 00-42-46-33-11-000-7810

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, is made this 20 day of May, 2008, between SHIRLEY BERNSTEIN, joined by her spouse, SIMON L. BERNSTEIN, as Grantor, and SHIRLEY BERNSTEIN , Trustee of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008, whose mailing address is 7020 Lions Head Lane, Boca Raton, Florida 33498, as Grantee.

(WHEREVER used herein, the terms "***Grantor***" and "***Grantee***" include all the parties to this instrument and their heirs, legal representatives and assigns of such individuals, and the successors and assigns of corporations.)

WITNESSETH, that said Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration to it in hand paid by Grantee, the receipt of which is hereby acknowledged, does hereby remise, release and quit-claim to Grantee and Grantee's heirs and assigns forever, the following described real property situated, lying and being in Palm Beach County, Florida, to-wit:

Lot 781, ST. ANDREWS COUNTRY CLUB, PLAT NO. 14, according to the Plat thereof, as recorded in Plat Book 57, Pages 132-135, inclusive, of the Public Records of Palm Beach County, Florida.

This conveyance is subject to the following:

1. Taxes and assessments for the year 2008 and subsequent years.

2. Conditions, restrictions, limitations, dedications, reservations, existing zoning ordinances, and easements of record including, but not limited to, water, sewer, gas, electric and other utility agreements of record.

Grantor hereby certifies that said property is the grantor's homestead.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

In WITNESS WHEREOF, Grantor has set Grantor's hand and seal as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

(Print Name)

(Print Name)

(Print Name)

(Print Name)

SHIRLEY BERNSTEIN, individually
Address: 7020 Lions Head Lane
Boca Raton, FL 33498

SIMON BERNSTEIN, individually
Address: 7020 Lions Head Lane
Boca Raton, FL 33498

Unofficial Document

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 20 day of May, 2008, by SHIRLEY BERNSTEIN and SIMON BERNSTEIN, who ☑ are personally known to me; or ☐ produced the following identification _____.

NOTARY PUBLIC-STATE OF FLORIDA
Kimberly Moran
Commission #DD766470
Expires: APR. 28, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

Signature of Notary Public, State of Florida

(Print, Type or Stamp Commissioned Name of Notary Public)

CFN 20080203511
OR BK 22668 PG 0446
RECORDED 05/30/2008 09:05:38
Palm Beach County, Florida
ANT 10.00
Doc Stamp 0.70
Sharon R. Bock,CLERK & COMPTROLLER
Pgs 0446 - 447; (2pgs)

PREPARED BY AND RETURN TO:
Robert L Spallina, Esquire
Tescher & Spallina, P.A.
2101 Corporate Blvd , Suite 107
Boca Raton, Florida 33431
Telephone: 561-998-7847

Parcel Control No. 06-43-47-32-38-002-0035

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, is made this 20 day of May, 2008, between SIMON BERNSTEIN and SHIRLEY BERNSTEIN, a married couple, as Grantors, and SHIRLEY BERNSTEIN, Trustee of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008, whose mailing address is 7020 Lions Head Lane, Boca Raton, Florida 33498, as Grantee.

(WHEREVER used herein, the terms "***Grantor***" and "***Grantee***" include all the parties to this instrument and their heirs, legal representatives and assigns of such individuals, and the successors and assigns of corporations.)

WITNESSETH, that said Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration to it in hand paid by Grantee, the receipt of which is hereby acknowledged, does hereby remise, release and quit-claim to Grantee and Grantee's heirs and assigns forever, the following described real property situated, lying and being in Palm Beach County, Florida, to-wit:

Condominium Parcel Number C5 of the Center Building of ARAGON CONDOMIMIUM according to the Declaration of Condominium thereof recorded in Official Records Book 8921, Page 1267 of the Public Records of Palm Beach County, Florida.

This conveyance is subject to the following:

1. Taxes and assessments for the year 2008 and subsequent years.

2. Conditions, restrictions, limitations, dedications, reservations, existing zoning ordinances, and easements of record including, but not limited to, water, sewer, gas, electric and other utility agreements of record.

Grantor hereby certifies that said property is not the grantor's homestead and that grantor resides elsewhere.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

In WITNESS WHEREOF, Grantor has set Grantor's hand and seal as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

(Print Name)

(Print Name)

(Print Name)

(Print Name)

SHIRLEY BERNSTEIN, individually
Address: 7020 Lions Head Lane
Boca Raton, FL 33498

SIMON BERNSTEIN, individually
Address: 7020 Lions Head Lane
Boca Raton, FL 33498

Unofficial Document

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 20 day of May, 2008, by SHIRLEY BERNSTEIN and SIMON BERNSTEIN, who ☐ are personally known to me; or ☐ produced the following identification _____.

NOTARY PUBLIC-STATE OF FLORIDA
Kimberly Moran
Commission # DD766470
Expires: APR. 28, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

Kimberly Moran
Signature of Notary Public, State of Florida

(Print, Type or Stamp Commissioned Name of Notary Public)

Gary R. Nikolits, CFA

Property Appraiser

Palm Beach County

Property Appraiser's Public Access PAPA

Location Address	4600 N OCEAN DR UNIT 403
Municipality	RIVIERA BEACH
Parcel Control Number	56-43-42-22-36-001-0403
Subdivision	BEACH FRONT AT SINGER ISLAND CONDO
Official Records Book	21703 Page 672
Sale Date	APR-2007
Legal Description	BEACH FRONT AT SINGER ISLAND CONDO UNIT 403

Owners	Mailing address
BEACH FRONT 403	4600 N OCEAN DR # 403 SINGER ISLAND FL 33404 2675

Sales Date	Price	OR Book/Page	Sale Type	Owner
APR-2007	$796,247	21703 / 0672	WARRANTY DEED	BEACH FRONT 403

Number of Units		*Total Square Feet 2720	Acres
Use Code	0400 - CONDOMINIUM	Zoning	-

Tax Year	2012 P	2011	2010
Improvement Value	$660,000	$609,000	$505,800
Land Value	$0	$0	$0
Total Market Value	$660,000	$609,000	$505,800

P = Preliminary

All values are as of January 1st each year

Tax Year	2012 P	2011	2010
Assessed Value	$612,018	$556,380	$505,800
Exemption Amount	$0	$0	$0
Taxable Value	$612,018	$556,380	$505,800

Tax Year	2012 P	2011	2010
Ad Valorem	$15,116	$14,069	$12,495
Non Ad Valorem	$99	$99	$94
Total tax	$15,215	$14,168	$12,589

Heritage Union Life Insurance Company
PO Box 1147, Jacksonville, IL 62651-1147
Phone 800-825-0003 Fax 803-333-7842
Visit us at www.insurance-servicing.com

February 3, 2012

SIMON BERNSTEIN
7020 LIONS HEAD
BOCA RATON, FL 33496

Insured Name: SIMON BERNSTEIN
Policy Number: 1009208
Correspondence Number: 09577998

Dear Simon Bernstein:

Thank you for contacting Heritage Union Life Insurance Company. As requested, a Request for Change of Beneficiary Form is enclosed.

Our records indicate the following beneficiary designation:

Primary Beneficiary/Beneficiaries:	LASALLE NATIONAL TRUST, N.A.
Contingent Beneficiary/Beneficiaries:	SIMON BERNSTEIN TRUST, N.A.

The *policyowner* is to complete the Request for Change of Beneficiary Form by naming their choice of primary and contingent beneficiaries and providing all of the requested information, as well as, their signature(s) on the Signature Page.

For the protection of both parties, if the owner resides in a Community Property State, we request the owner's spouse join in signing and dating the form. If the owner resides in CA, ID, NV or WA the owner's spouse must sign and date the form and if there has been a dissolution of marriage through divorce or death, please provide us with a copy of the divorce decree or death certificate. The divorce decree must clearly state to whom the policy was awarded.

For other requirements, such as if you are naming a Trust as a primary beneficiary, refer to the Instructions - Request for Change of Beneficiary Form which is also enclosed.

If you have any questions, please call the Client Service Center at 800-825-0003, Monday through Friday from 7:30 AM to 4:30 PM Central Standard Time.

Sincerely,

Client Services

Enclosure(s): Request For Change of Beneficiary Form
Instructions-Change of Beneficiary Form

Heritage Union Life Insurance Company

800-825-0003

REQUEST FOR CHANGE OF BENEFICIARY FORM

Policy Number: 1009208 Insured: SIMON BERNSTEIN

- **Faxes Will Be Accepted**
- **Do Not Send Policy with this Form**

Policy owner: SIMON BERNSTEIN

Complete form by typing or printing using ink. Any alterations to the form must be initialed by the owner. The form must be signed and dated within the past six months. Separate requests must be submitted for multiple policies. If more than two beneficiaries are requested, a separate page or copy of this form may be submitted which contains the policy number, the information regarding the beneficiary, the owner's signature(s) and the date signed. If more than one beneficiary is named, state the exact manner in which they are to share in the proceeds by using percentages. The percentages must equal 100%. Review the attached additional instructions if: the policy owner is a trust or a corporation, you are changing the beneficiary to a trust or corporation, the policy owner name has changed, or if you reside in a community property state.

PRIMARY:

1) Name | Date of Birth | Relationship | SS# or TIN# | %

Address

2) Name | Date of Birth | Relationship | SS# or TIN# | %

Address

CONTINGENT:

1) Name | Date of Birth | Relationship | SS# or TIN# | %

Address

2) Name | Date of Birth | Relationship | SS# or TIN# | %

Address

Policies subject to Viatical / Life Settlement transaction – Is any individual/entity listed on this form as beneficiary, a viatical settlement provider, a life settlement provider, the receiver or conservator of a viatical or life settlement company, a viatical or life financing entity, trustee, agent, securities intermediary or other representative of a viatical or life settlement provider, or an individual or entity which invested in this policy as a viatical or life settlement? ☐ Yes ☐ No

I (we) as the policyowner(s) hereby consent to the above designations and revoke all previous beneficiary designations. The effective date of this revocation and change, upon being filed and recorded with the Company, will take effect as of the date the form was signed, unless the policy has been terminated, surrendered, or had a claim filed and/or processed against it before this revocation and change is received by the Company.

Print Name of Policy Owner | Signature of Policy Owner | Date

Print Name of Policy Co-owner (if applicable) | Signature of Policy Co-Owner (if applicable) | Date

Spousal Signature (See additional Instructions attached) | Date | Irrevocable Beneficiary Signature (if applicable) | Date

Date

Signature of Notary Official, if applicable Notary seal/stamp. If the owner's signature has changed over the years please have the signature notarized)

Heritage Union Life Insurance Company

800-825-0003

INSTRUCTIONS

REQUEST FOR CHANGE OF BENEFICIARY FORM

- **Faxes Will Be Accepted**
- **Do Not Send Policy with this Form**

Additional Instructions for Completing Change of Beneficiary Form

1. **Name Change**: In the case of name change, we require legal proof of the change such as Marriage Certificate, Divorce Decree, Drivers License, Social Security Card, Court Order or Federal ID card.
2. **Beneficiary Designations**: Be sure to state full names, and relationships ("Mary Doe, wife of the insured" or "Jane and Jim Doe, children of the insured.") Avoid listing only a relationship as the beneficiary (for instance, "spouse of the insured" or "children of the insured").
3. **If naming a Trust**, please include the full name of the Trust, including the Date of the Trust, the Tax ID Number and a copy of Trust. If you do not wish to provide us with a copy of the entire Trust, please provide us with the portions of the Trust document that designate:
   - The name of the Trust
   - The name of the Trustee(s)
   - The date of the Trust
   - Signature(s) of Trustee(s)
   - In the event the trustee has changed since the original designation with our Company, provide us with any letters of resignation and/or letter of acceptance of the new trustees.
4. **If policy is corporately owned**, an officer of the Corporation, **other than the Insured**, must sign on behalf of the Corporation, indicating their corporate title. Please submit legal documentation listing the currently authorized signers for the company. This information should be on company letterhead or be a copy of the corporate minutes. Also the Tax ID number for the Corporation must be provided.
5. **Policies subject to Viatical / Life Settlement transaction** – Are you or any individual/entity named as beneficiary a viatical settlement provider, life settlement provider, the receiver or conservator of a viatical or life settlement company, a viatical or life financing entity, trustee, agent, securities intermediary or other representative of a viatical or life settlement provider; or an individual or entity which invested in this policy as a viatical or life settlement? If so, please check the appropriate box on the Change of Beneficiary form.
6. **Spousal Signature**: For the protection of both parties, if the owner resides in a Community Property State, we request that the owner's spouse join in signing and dating this form. If the owner resides in CA, ID, NV or WA the owner's spouse must sign and date this form and if there has been a dissolution of marriage due to divorce or death, please provide us with a copy of the divorce decree or death certificate. The divorce decree must clearly state to whom the policy was awarded.

Examples Of Typical Beneficiary Designations

1. **Minor Children** should not be named as beneficiary since proceeds cannot be made payable to minors. If a beneficiary is a minor at the time proceeds are payable, we will require court documentation of the appointment of a Guardian of the Minor's Estate.
2. **Multiple Beneficiaries**: John H. Doe, Father 75%; Mary E. Doe, Mother 15%; and Jane Doe, Sister 10%. Percentages must equal 100%.
3. **Trust Beneficiary**: The __exact name of trust__ Trust ___trustees names_____ as trustee(s) under written trust agreement dated _____. _____Tax ID #
4. **Partnership Beneficiary**: Smith, Jones and Brown, a partnership consisting of John A. Smith, William Jones and Henry Brown.
5. **Common Disaster Clause**: Mary E. Doe, Wife, if living on the day after the death of the Insured; otherwise to John Doe, Son, and Jane Doe, Daughter, equally or the survivor.
6. **Irrevocable Beneficiary**: Mary E. Doe, Wife, Without Reserving the Right to Change the Beneficiary. (If this type of designation is made, the consent of such beneficiary or beneficiaries will be required to exercise a subsequent right or privilege under said policy, including the right to designate a new beneficiary.)
7. **Estate as Beneficiary**: The estate of John H. Doe, Insured.
8. **Funeral Home Beneficiary**: If you reside in a state other than New York or Texas, you may name a funeral home as beneficiary under a life insurance policy or annuity contract except for policies or contracts used to fund pre-need funeral contracts. If naming a funeral home as beneficiary, please include the exact name of the funeral home and the phrase "as their interest may appear." Please be aware that if the funeral home's interest is less than the death proceeds and they are listed as the only beneficiary, they are under no obligation to give any remaining funds to your family or estate. We recommend that you still name a trusted family member or friend as contingent beneficiary.

   For life insurance policies or annuity contracts that are used to fund pre-need funeral contracts, different requirements apply and states may prohibit you from naming a funeral home as beneficiary. Please seek legal advice before naming a funeral home as beneficiary under this type of life insurance policy or annuity contract.
9. The relationship of the proposed beneficiary to the person whose life is insured is needed for the purpose of identification. If no relationship exists, please furnish other information that will serve to identify the beneficiary.

Bernstein -1-

Telenet Systems, INC.

- Buy & sell telecom equipment, Phone systems, switching gear, cell tower switches, microwave systems.

*** Si will put in 200K by (leave date blank)

- Phase in = will let us know

Recommended:

- We need I/K Agreement with Non-Disclosure & noncompete language for his Independent Contractors

- 2 -

Scott Banks

Diana's Husband
Buys used telecommunications systems

Simon will put up
$200,000 on an as needed basis as determined by Si.

20% return on ~~gross~~ net income numbers before his ~~net~~ before part of salaries salary.

Si will help recruit ~~[illegible]~~ sales people = want time to work full time or do anything else.

Already Hired

want to hire 4 the first year.

-3-

Si has a live-in girlfriend
If Si dies, she pays Si's
Trust
2 times annual net income

= Si will contact his Rev
Estate Planning lawyer to amend Trust
to provide for her

Operative Agreement

This is an option to Scott
= He doesn't have
to do this
= within 60 days
Good because Rev Trust can
always be amended.
- Don Teschen

Keyman
* Insurance on Scott's
* life?

need Agreement representation;

SJB represents Si

ONLY. Not Scott Banks.

- Scott will show to his Lawyer acc'd'g. to Si

Rt. of 1st Refusal on

Lifetime Transfer

= Rt. to Match any bona fide written offer

= Payment w/in 60 days.

Wait until Si speaks to Jerry Lewin & talks to Don Tescher before doing anything except formic LLC

-5-

Form LLC = Telenet Systems, LLC
- Cal / Lewin
re: operating agreement

150K is a loan
(Interest rate to be determined)

50K is capital contribution

3% on the loan = Interest quarterly = Balloon of principal in 3 years

17% Net income
before all salaries (including Scott) without depreciation

All expenses must be approved in writing by both Si and Scott

Provide for purchase of Si's interest by Scott in the event of his death.

LAW OFFICES OF
STEVEN I. GREENWALD, P.A.
BOCA PALM PROFESSIONAL PLAZA
6971 NORTH FEDERAL HIGHWAY, SUITE 105
BOCA RATON, FLORIDA 33487

STEVEN I. GREENWALD
OF COUNSEL
BRANDON J. DOUGLAS
LAURA S. BLACKMAN

TELEPHONE (561) 994 - 5560
FAX (561) 994 - 5629

September 26, 2002

Adam M. Simon, Esquire
The Simon Law Firm
303 East Wacker Drive
Suite 210
Chicago, Illinois 60601-5210

Re: Simon Bernstein Consulting Agreement

Dear Adam:

Enclosed please find three (3) copies of the Consulting Agreement which you will note has been fully executed by Mr. Bernstein. I would appreciate it if you would send back two (2) fully executed copies so that I may provide one to Mr. Bernstein and retain one for my files.

Mr. Bernstein has indicated that as soon as is practicable, he would like the books, seal, and all corporate records for NSA. I know that you may have some use for these items at present and I would therefore appreciate it if you might indicate when these documents might be reasonably made available to Mr. Bernstein.

It has been a pleasure to work with both David and yourself on this transaction and I invite you to give me a call if you have any questions or comments.

Very truly yours,

Steven I. Greenwald
SIG/d
Encls.
Cc: Mr. Simon Bernstein

SIMON L. BERNSTEIN
7020 LIONS HEAD LANE
BOCA RATON, FL 33498

DATE: September 1, 2001

TO: S.T.P. ENTERPRISES, INC.
303 E. WACKER DRIVE
STE. 210
CHICAGO, IL 60601
ATTN: BOARD OF DIRECTORS

I hereby tender my resignation as Chairman of the Board, and member of the Board of Directors of S.T.P. Enterprises, Inc., effective immediately.

Sincerely,

Simon L. Bernstein

CONSULTING AGREEMENT

THIS AGREEMENT is entered into this 28th day of September, 2001, by and between S.T.P. Enterprises, Inc. (referred to herein as "STP"), an Illinois corporation, Simon L. Bernstein (hereinafter "BERNSTEIN") and National Service Association, Inc. (hereinafter "NSA"), an Illinois corporation.

WHEREAS, BERNSTEIN has been a fifty percent shareholder and director of STP since 1988; and

WHEREAS, NSA is an Illinois corporation wholly owned by BERNSTEIN

WHEREAS, BERNSTEIN has sold his entire interest in STP and has resigned as a director of STP effective as of September 1, 2001; and

WHEREAS, STP desires to retain BERNSTEIN's and NSA's good will, skill and expertise, and obtain his promises as set out in this Agreement by providing compensation to BERNSTEIN and NSA; and

WHEREAS, BERNSTEIN recognizes that during his employment he has had access to confidential and proprietary information belonging to STP; and

WHEREAS, STP recognizes the value of BERNSTEIN's and NSA's experience and knowledge developed, in part, during his relationship with STP, and desires to maintain the benefit of that experience and knowledge by securing BERNSTEIN'S and NSA's services during the term of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises, covenants and obligations set forth herein, BERSNTEIN, NSA and STP agree as follows:

1. BERNSTEIN's and NSA's Obligations. In consideration of STP's promises contained herein and other good and valuable consideration, BERNSTEIN and NSA agrees as follows:

1.1 For the period beginning September 28th, 2001 through September 28th, 2003, BERNSTEIN and NSA agree to provide consulting services to STP, on an as needed and requested basis.

1.2 During and/or after the period set forth above in ¶1.1, BERNSTEIN and NSA agree to provide the following consulting services at the discretion and direction of STP:

a) marketing to potential STP clients; and

b) marketing to potential ALPS agents; and

c) marketing to potential ALPS carriers; and

d) marketing to STP's strategic business relations.

1.3 For the purposes of performing his duties under Section 1 of this Agreement, BERNSTEIN and NSA shall be independent contractors (or independent insurance agent when the service involves actions taken by BERNSTEIN in his capacity as a licensed insurance agent), and neither shall hold themselves out as an employee, officer or director of STP.

1.4 BERNSTEIN and NSA hereby recognize, acknowledge and agrees that STP and Pamela B. Simon and David B. Simon (collectively referred to as "SIMON") are the owners of proprietary rights in the Confidential Information defined below, and that all such information constitutes valuable proprietary information of STP and SIMON and has been disclosed to BERNSTEIN and NSA in strictest confidence. The term

"Confidential Information" means all confidential information belonging to, used by or in the possession of STP to which Bernstein had access during his employment with STP, including, without limitation, product formulations, licensing activities, client lists, client names, regulatory and product registrations, business and legal strategies, financial information, employee compensation, new product plans, computer programs and systems, and trade secrets of every kind and character, including but not limited to confidential or proprietary information created or developed with the assistance or through the efforts of BERNSTEIN and/or NSA. Confidential Information does not include information of the types described which:

a. is now in the public domain or subsequently enters the public domain without fault on the part of BERNSTEIN and/or NSA;

b. was known to BERNSTEIN prior to his employment with STP (this exception shall not apply to any part of the information, documentation or systems incorporated into the Arbitrage Life Payment System, all of which shall be included in the term "Confidential Information"); or

c. has been received by BERNSTEIN or NSA from any third party not under any obligation to keep such information confidential.

1.5 BERNSTEIN acknowledges that during the period of his ownership and directorship and during the period of this Agreement as consultant with STP, BERNSTEIN is in a special position of confidence and trust and that he was, and will at all times in the future continue to be, obligated not to use or disclose to third parties for his own benefit or the benefit of others, the Confidential Information, and that he is under a duty to

preserve and protect the confidential nature of that Confidential Information.

1.6 BERNSTEIN and/or NSA may undertake other consultancies or employment during the term of this Agreement provided it does not conflict with his obligations under this Agreement.

1.7 In consideration of the sums paid and provided pursuant to Section 2, below, BERNSTEIN and NSA, for himself, his executors, personal representatives, successors and assigns hereby releases and absolves STP and SIMON from any and all claims, demands or causes of action, known or unknown, asserted or unasserted, in any way arising from his ownership in or directorship with STP; the resignation as a board of director of STP; provided, however, that the foregoing release shall not apply to actions to enforce the provisions of this Agreement.

1.8 Further in consideration of the sums paid pursuant to Section 2, below, BERNSTEIN and/or NSA hereby covenants and agrees never hereafter to institute any suit, complaint or cause of action at law, in equity, or otherwise, in any court of the United States or any state thereof, or before any other tribunal, public or private, against STP and/or SIMON, or in any way to voluntarily aid (without being compelled to do so by valid legal process) in the institution or prosecution of any suit, action or claim of any kind arising from his resignation as a director of STP; provided, however, that the foregoing covenant shall not extend to actions to enforce the provisions of this Agreement.

1.9 BERNSTEIN and NSA agree that upon execution of this Agreement and for a period ending September 15, 2004, (the obligations contained in this paragraph shall survive

the termination of this Consulting Agreement) he shall not be employed by a business, or engage in, form or establish a business, either directly or indirectly, which will compete with STP by utilizing the ALPS or any similarly structured life insurance premium payment method. For the purposes of this Agreement the definition of the words "compete with" shall be limited to a restriction on: (i) sales, solicitations and business contacts with customers of STP which were customers prior to the Effective Date of this Agreement for the purpose of replacing ALPS polices with non-ALPS insurance policies; and (ii) shall also include sales, solicitations and business contacts with any current life insurance carrier, current lender or potential life insurance carrier or potential lender of STP for the purposes of soliciting them for participation in any life insurance premium payment method that involves leveraging the cash value of a permanent life insurance policy; and (iii) shall also include engaging in the marketing of premium financing of failed life insurance contracts, as defined in IRC §7702; and (iv) shall also include the marketing of any premium financed payment method involving an ALPS trust, or similar third-party trust as a conduit; and (v) shall also include the marketing of any premium financed payment method that involves an arbitrage of crediting and borrowing rates which includes any type of indexing or use of derivatives to lock the arbitrage spread. Notwithstanding anything provided for herein, BERNSTEIN may engage in the marketing and sales described in Section 1.9 (i)-(v) provided such marketing and sales are conducted in pursuant to and in furtherance of BERNSTEIN's Agent Appointment Agreement with STP. BERNSTEIN and NSA agrees that the covenants and obligations set forth in

¶1.7 and ¶1.9, shall remain due and owing to SIMON and STP, and to any successor entity to STP in which SIMON remains the majority owner or shareholder. BERNSTEIN and NSA further agree and acknowledges that the covenants and obligations set forth in ¶2.1 through ¶2.9 herein, shall remain in full force and effect in the event that STP, or any successor entity to STP, terminates BERNSTEIN'S Agent Appointment Agreement for cause.

1.10 In the event that (i) SIMON sells all of the stock and/or assets of STP to an unrelated third-party prior to the expiration of the covenants and obligations not to compete set forth in ¶1.9 above, and (ii) the purchaser of STP subsequently terminates or declines to renew BERNSTEIN's Agent Appointment Agreement with STP, then (iii) upon such termination and/or refusal to renew BERNSTEIN's Agent Appointment Agreement, the covenants and obligations not to compete set forth in ¶2.8 above shall be automatically rendered null and void, and shall have no further force or effect.

2. STP's Obligations. In consideration of BERNSTEIN's and NSA's promises contained herein and other good and valuable consideration, STP agrees as follows:

2.1 STP shall pay BERNSTEIN and/or NSA the sum of $4,000,000.00 (FOUR MILLION DOLLARS) for his consulting services, payable as follows:

a) $245,000.00 (TWO HUNDRED FORTY-FIVE THOUSAND DOLLARS) payable upon execution of this Agreement; and

b) $1,450,000.00 (ONE MILLION FOUR HUNDRED FIFTY

THOUSAND DOLLARS) by 9/30/01; and

c) $2,305,000.00 (TWO MILLION THREE HUNDRED AND FIVE THOUSAND DOLLARS) by 9/30/02.

2.2 STP shall pay to BERNSTEIN and/or NSA the sum of $721,083.55 (SEVEN HUNDRED TWENTY-ONE THOUSAND.AND EIGHTY-THREE AND 55/1OOTHS DOLLARS) by 9/30/02 as interest on the amounts remaining unpaid as of the date of this Agreement or for any unpaid or past due balance.

2.3 STP shall also pay BERNSTEIN the sum of $165,000.00 (ONE HUNDRED SIXTY-FIVE THOUSAND DOLLARS) as debt repayment owed to BERNSTEIN by STP, and an additional $41,916.45 as payment of interest on said indebtedness.

2.4 STP shall pay the current car payment of $825.00 per month for BERNSTEIN's car until June 30, 2003.

2.5 STP shall not be responsible for any of BERNSTEIN'S expenses associated with his Consulting Services, unless otherwise agreed in writing by an officer of STP.

2.6 Except as expressly described in Section 2.1, 2.2, or 2.3 Bernstein shall receive no other payments or benefits of any kind whatsoever from STP . Notwithstanding anything provided for herein, STP acknowledges that BERNSTEIN may earn additional compensation in the future from STP through life insurance sales in BERNSTEIN'S capacity as a life insurance agent and in accordance with the terms of BERNSTEIN's Agent Appointment Agreement with STP.

3.0 This Agreement constitutes the full and complete agreement of the parties. No other promises or modifications of this Agreement shall be valid unless set forth in writing and

signed by the parties, which, in STP's case, shall mean signature by the President or General Counsel of STP.

3.1 This Agreement shall terminate automatically and without notice to either party on September 15, 2003.

3.2 BERNSTEIN acknowledges that he has reviewed this agreement with his own counsel, Steven Greenwald, and in entering into this agreement, relies on no other promises than are set out herein.

3.3 Each and Every provision of this Agreement is separate and severable and a ruling of any court, agency or tribunal invalidating any provision shall not impair the validity of all other provisions of the Agreement, which shall remain in full force and effect.

3.4 This Agreement shall be binding upon and shall inure to the benefit of the parties, their heirs, executors, personal representatives, successors and assigns.

3.5 All parties have been represented by and have had an opportunity to consult with their own counsel, after counsel has reviewed this Agreement. BERNSTEIN acknowledges that he has retained independent counsel, Steven Greenwald, and that David B. Simon, Adam M. Simon or The Simon Law Firm have not acted as BERNSTEIN's counsel with respect to this Consulting Agreement.

3.6 This Agreement shall be construed in accordance with the laws of the State of Illinois. Both parties consent to personal and exclusive jurisdiction within the state courts of the State of Illinois, and both parties consent to having any and all claims or causes of actions arising out of this Agreement resolved in the Circuit Court of Cook County.

3.7 This Agreement may be executed in counterparts, each of which shall be deemed to be an original.

SIMON L. BERNSTEIN:

SIGNED _____
SIMON L. BERSNTEIN

Witness: _____

NATIONAL SERVICE ASSOCIATION, INC.

SIGNED By: _____
Simon L. Bernstein, President

Witness: _____

S.T.P. ENTERPRISES, INC.

SIGNED By: _____
Pamela B. Simon
Its: President

Attest: _____
David B. Simon, General Counsel

STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement (this "Agreement"), is made and entered into as of this 1st day of September, 2001, at Chicago, Illinois by and between each of the following defined entities and individuals.

PARTIES DEFINED

"BERNSTEIN", as defined herein, refers to and means Simon L. Bernstein, of Boca Raton, Florida, his heirs, successors, and/or assigns, in his individual and personal capacity as well as an officer, and director of S.T.P. ENTERPRISES, INC.

"SIMON", as defined herein, refers to and means collectively, David B. Simon and Pamela B. Simon, Husband and Wife, their heirs, successors, and/or assigns, in their individual and personal capacities as well as officers, and directors of S.T.P. ENTERPRISES, INC.

DEFINITIONS

"STP", as defined herein, refers to and means S. T. P. ENTERPRISES, INC., a corporation duly organized and existing by virtue of the laws of the State of Illinois. STP is not a party to this Agreement.

"Stock Certificate", as defined herein, refers to and means certificate number seven representing BERNSTEIN's 500 shares of STP common stock.

RECITALS

WHEREAS, from 1988 to the present, the issued common stock of STP has been owned as follows:

a. 500 shares owned by Simon Bernstein; and

b. 250 shares owned by David B. Simon; and

c. 250 shares owned by Pamela B. Simon; and

WHEREAS, STP is a corporation registered to do business as a life insurance agency;

WHEREAS, STP owns and markets a proprietary life insurance payment system, commonly referred to as the Arbitrage Life Payment System ("ALPS"), which is the primary source of revenue for STP.

WHEREAS, BERNSTEIN desires to sell and SIMON desires to purchase all of his right, title and interest in and to BERNSTEIN's 500 shares of STP stock.

WHEREAS, BERNSTIEN and SIMON desire to set forth certain terms relating to the sale of BERNSTEIN's 500 shares of STP stock.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein below set forth, it is hereby agreed by and among the parties as follows:

SECTION 1. SIMON'S COVENANTS AND OBLIGATIONS.

1.1. At closing, SIMON agrees to purchase BERNSTEIN's 500 shares of STP stock from BERNSTEIN for the sum of $1,500,000.00 (ONE MILLION FIVE HUNDRED THOUSAND DOLLARS). SIMON shall pay BERNSTEIN the purchase price as follows: (i) $15,000.00 (FIFTEEN THOUSAND DOLLARS) at closing in cash, by personal check, cashier's check or wire transfer; (ii) $1,485,000.00 (ONE MILLION FOUR HUNDRED EIGHTY-FIVE THOUSAND DOLLARS) on or before January 1, 2003 by personal check, cashier's check or wire transfer.

SECTION 2. BERNSTEIN'S COVENANTS AND OBLIGATIONS.

2.1. Upon the execution of this Agreement and receipt of the portion of the purchase price set forth in ¶1.1(i) above, BERNSTEIN agrees to sell, set over and assign to SIMON all of his right, title and interest in BERNSTEIN's 500 shares of STP common stock.

2.2. To effectuate the sale and transfer, BERNSTEIN shall execute an assignment of the Stock Certificate in favor of SIMON as of the closing date.

2.3. Upon execution of this Agreement and receipt of the portion of the purchase price set forth in ¶1.1(i) above, BERNSTEIN shall tender to STP his letter of resignation as a director and Chairman of the Board of STP. (A copy of Simon Bernstein's letter of resignation is attached hereto as Ex. "A".)

2.4. Upon the execution of this Agreement and receipt of the portion of the purchase price set forth in ¶1.1(i) above, BERNSTEIN shall return all property in his possession belonging to STP, including but not limited to agreements, contracts, documents, correspondence, customer files, office supplies, company letterhead, company business cards, advertisements, marketing material, customer lists, vendor lists, and client contact lists. Notwithstanding anything provided for herein, BERNSTEIN may remove the office furniture and personal business records contained in BERNSTEIN'S office only, within STP'S offices at 303 E. Wacker Dr. Ste. 210, Chicago, IL 60601-5210.

2.5. BERNSTEIN acknowledges and agrees that all copyrights, trademarks, patents, and other intellectual property rights, arising out of BERNSTEIN'S contribution to the creation and marketing of the ALPS since its inception has become and shall remain the exclusive property rights, and proprietary information of STP.

2.6. BERNSTEIN further agrees to refrain from disclosing any and all confidential, technical or non-technical data, devices, methods, legal documents, or techniques treated by STP as a trade secret or proprietary or confidential business information; nor will BERNSTEIN use such information for his own personal benefit. BERNSTEIN shall not disclose the content of STP's proprietary and/or confidential information to any third party without the written consent and direction of STP. The obligations contained in

this 2.6 shall survive the termination of this Agreement.

2.7. BERNSTEIN acknowledges and agrees that the important and essential assets of SIMON and STP are SIMON'S and STP's proprietary rights in the ALPS; and STP's lists of the names and addresses of its customers, vendors; and STP's knowledge of the insurance needs of such customers, as well as the information described in ¶2.4 and ¶2.5 above. BERNSTEIN further acknowledges that he has gained valuable knowledge regarding the names, addresses and needs of STP's customers and that he has obtained valuable knowledge and skill regarding the processes and procedures involved in providing insurance products and services to these customers. BERNSTEIN further acknowledges that STP is a national insurance brokerage licensed in several states of the United States of America.

2.8. BERNSTEIN agrees that upon execution of this Agreement and for a period ending September 30, 2003, he shall not be employed by a business, or engage in, form or establish a business, either directly or indirectly, which will compete with STP by utilizing the ALPS or any similarly structured life insurance premium payment method. For the purposes of this Agreement the definition of the words "compete with" shall be limited to restrictions on the following: (i) sales, solicitations and business contacts with customers of STP which were customers prior to the Effective Date of this Agreement for the purpose of replacing ALPS polices with non-ALPS insurance policies; and (ii) shall also include sales, solicitations and business contacts with any current life insurance carrier, current lender or potential life insurance carrier or potential lender of STP for the purposes of soliciting them for participation in any life insurance payment method that involves leveraging the cash value of a life insurance policy; and (iii) shall also include engaging in the marketing of financing of failed life insurance contracts, as defined in IRC §7702; and (iv) shall also include the marketing of any financed payment method involving an ALPS trust, or similar third-party trust as a conduit; and (v)

shall also include the marketing of any financed payment method that involves an arbitrage of crediting and borrowing rates which includes any type of indexing or use of derivatives. Notwithstanding anything provided for herein, BERNSTEIN may engage in the marketing and sales described in Section 2.8 (i)-(v) provided such marketing and sales are conducted pursuant to and in furtherance of BERNSTEIN's Agent Appointment Agreement with STP.

2.9. BERNSTEIN further agrees that from the date of closing forward, BERNSTEIN shall refrain from representing to any third-party, including but not limited to STP's customers and business relations, that BERNSTEIN is in any way affiliated with STP, or is an officer, director, or employee of STP.

2.10. BERNSTEIN agrees and acknowledges that in the event of any breach of the covenants and obligations set forth in ¶2.1 through ¶2.9 above, STP and SIMON shall have no adequate remedy at law and may, in addition to any other remedies available to them: (i) obtain preliminary and permanent injunctions against any and all such actions; and (ii) seek to recover from BERNSTEIN monetary damages arising from such breaches and all costs and expenses (including reasonable attorney's fees) incurred by STP or SIMON in enforcement of such covenants. BERNSTEIN agrees that the covenants and obligations set forth in ¶2.1 through ¶2.9, shall remain due and owing to SIMON and STP, and to any successor entity to STP in which SIMON remains the majority owner or shareholder. BERNSTEIN further agrees and acknowledges that the covenants and obligations set forth in ¶2.1 through ¶2.9 herein, shall remain in full force and effect in the event that STP, or any successor entity to STP, terminates BERNSTEIN'S Agent Appointment Agreement for cause.

2.11. In the event that (i) SIMON sells all of the stock and/or assets of STP to an unrelated third-party prior to the expiration of the covenants and obligations not to compete set forth in ¶2.8 above, and (ii)

the purchaser of STP subsequently terminates or declines to renew BERNSTEIN's Agent Appointment Agreement with STP, then (iii) upon such termination and/or refusal to renew BERNSTEIN's Agent Appointment Agreement, the covenants and obligations not to compete set forth in ¶2.8 above shall be automatically rendered null and void, and shall have no further force or effect. Notwithstanding anything provided herein, in the event BERNSTEIN'S Agent Appointment Agreement is terminated for cause by STP, or any successor entity to STP, then the covenants and obligations set forth in ¶2.8 above shall remain in full force and effect.

SECTION 3. SIMON'S REPRESENTATIONS AND WARRANTIES.

3.1 SIMON represents and warrants to BERNSTEIN as of the date hereof as follows:

(a) STP is a corporation duly organized and validly existing under the laws of the State of Illinois, and it is duly authorized, qualified and licensed under all applicable laws, regulations, ordinances, and orders of public authorities to carry on its business in such State.

(b) SIMON's execution of this Agreement and the performance of the obligations hereunder will not violate or result in a breach or constitute a default under any terms of any agreement, contract or lease to which SIMON or STP is a party. None of such contracts, agreements, leases or other documents requires notice to, or the consent of any third party or governmental agency to any of the transactions contemplated hereby.

(c) The execution, delivery, and performance of this Agreement by SIMON constitutes

a valid and binding obligation of SIMON.

3.2. SIMON agrees to refrain from making or publishing to a third party any defamatory remarks or statements regarding any of the parties hereto.

3.3 SIMON agrees to indemnify and hold BERNSTEIN harmless for any STP debts or business obligations arising prior to the effective date of this Agreement. SIMON further agrees to indemnify and hold BERNSTEIN harmless for any tax liabilities attributable to STP or the ALPS which were incurred or are attributable to events occurring prior to the effective date of this Agreement. SIMON's indemnification shall be limited to reimbursement of BERNSTEIN's reasonable attorneys fees incurred in connection with such indemnified claim or liability, and the amount of any judgment or tax assessment arising out any such indemnified claim, obligation, liability or tax liability attributable to STP. Notwithstanding anything provided herein, SIMON's indemnification of BERNSTEIN does not include indemnification for acts or omissions arising out of any other of BERNSTEIN's current or past businesses, including but not limited to, S.B. Lexington, Cambridge Associates or National Service Association; or the marketing or sale of 501(c)(9) VEBA plans.

SECTION 4. BERNSTEIN'S REPRESENTATION'S AND WARRANTIES.

4.1 BERNSTEIN represents and warrants to STP and SIMON as of the date hereof as follows:

(a) BERNSTEIN possesses good and marketable title to all 500 shares of STP common stock represented by the Stock Certificate, and BERNSTEIN'S shares of STP stock are not subject to any mortgage, lien, assignment, conditional sales agreement, encumbrance or charge.

(b) The execution, delivery, and performance of this Agreement by BERNSTEIN constitutes a valid and binding obligation of BERNSTEIN.

(c) BERNSTEIN acknowledges and agrees that the amounts set forth in Section 1 above, represent all of the compensation and benefits due and owing BERNSTEIN in consideration of both, this Agreement, and BERNSTEIN's previous employment with and ownership interest in STP. Notwithstanding anything provided for herein, SIMON acknowledges that BERNSTEIN may earn additional compensation in the future from STP through life insurance sales in BERNSTEIN'S capacity as a life insurance agent, and in accordance with the terms of BERNSTEIN's Agent Appointment Agreement with STP.

(d) BERNSTEIN further acknowledges and agrees that he is not entitled to receive any other compensation or employee benefits whatsoever, and that as of the date of closing STP and SIMON have no outstanding debts to BERNSTEIN whatsoever.

4.2. BERNSTEIN further agrees to refrain from making or publishing to a third party any defamatory remarks or statements regarding any of the parties hereto.

SECTION 5. MISCELLANEOUS PROVISIONS.

5.1 Notices.

(i) To BERNSTEIN at : 7020 Lions Head Lane., Boca Raton, 33498.

(ii) To STP and SIMON at: 303 E. Wacker Dr., Ste. 210, Chicago, IL 60601-5210.

5.2. This Agreement embodies the entire understanding of the parties. All prior correspondence, conversations, memoranda and agreements have been merged into and replaced by this Agreement.

5.3. If a party breaches this Agreement, the breaching party shall reimburse the non-breaching parties for all reasonable costs, attorney's fees, and expenses incurred by them in enforcing the terms and provisions of the Agreement.

5.4. This Agreement shall (i) be governed and construed in accordance with the laws of the State of Illinois and all claims or controversies arising out of this Agreement shall be brought within the State of Illinois, in the Circuit Court of Cook County; ii) inure to the benefit of and be binding upon the parties themselves, as well as their respective heirs, executors, predecessors, successors and assigns.

5.5. All parties have been represented by and have had an opportunity to consult with their own counsel, after counsel has reviewed this Agreement. BERNSTEIN acknowledges that he has retained his own independent counsel, Steven Greenwald, and that David B. Simon, Adam M. Simon or The Simon Law Firm have not acted as BERNSTEIN's counsel with respect to this Stock Purchase Agreement.

5.6. Neither party shall benefit or suffer from any legal presumption arising out of either party having been found to be the drafter of this Agreement, as both parties have engaged in the negotiation and drafting of the terms of this Agreement.

5.7. This Agreement may be executed in one or more counterparts, all of which, when taken together, shall constitute an original.

5.8. The terms of this Agreement shall remain strictly confidential. Neither the parties to this Agreement, nor any of their representatives or agents, shall disclose the Agreement, or discuss any of its terms, to, or in the presence of, anyone who was not a party, or designated representative of a party, to the Agreement, except (a) as may be necessary to enforce their rights under the Agreement; (b) upon the written consent of the other party; or (c) upon an order of a court of competent jurisdiction, after written notice to the

other party to the Agreement. Notwithstanding anything provided for in this ¶5.8, the parties may disclose to third parties: (i) that BERNSTEIN has sold his interest in STP to SIMON; and (ii) that BENSTEIN has resigned as Chairman of the Board and member of the Board of Directors of STP.

5.9. The signatories state that they have read and understand this Agreement and that they intend to be legally bound by the same.

Agreed and accepted this date and year first written above.

SIMON BERNSTEIN

SIGNED _____

Witness: _____

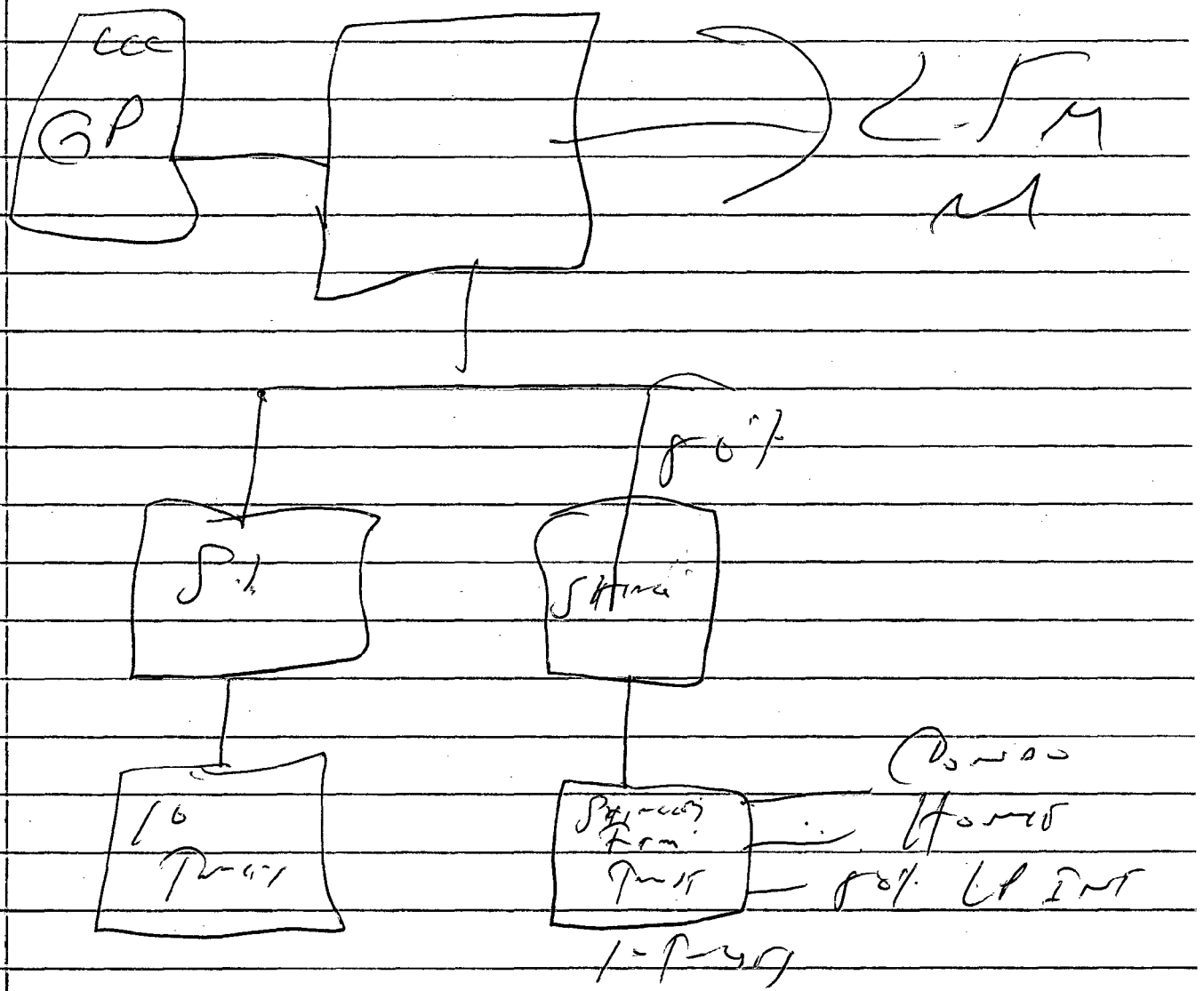
PAMELA B. SIMON

SIGNED _____

DAVID B. SIMON

SIGNED _____

Witness: _____



E/O Simon Bernstein 9/19/12

- Ted Suggests Speaking w/ Al Gontz
  - ILIT (1995)

- Scott Banks Comm

- JP Morgan

- 1995 Insurance Trust

Robert Spallina

From: Eliot Ivan Bernstein [iviewit@iviewit.tv]
Sent: Wednesday, September 19, 2012 9:52 AM
To: Robert Spallina
Cc: Caroline Prochotska Rogers, Esquire; Michele M. Mulrooney ~ Partner @ Venable LLP; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber, Esquire @ Flaster Greenberg P.C.; Andrew Dietz @ Rock-It Cargo USA, Inc.
Subject: RE: Si's Iviewit Stock and Patent Interests
Attachments: Eliot I Bernstein.vcf; image001.jpg; image002.gif

Robert, spoke with Ted he said either 3pm at your office or we could call in. Are there call in numbers if I cannot make in person to your offices? Also, can you send over any documents to me and my listed trustees that we can review prior? I would like if possible any trust docs for both my father and mother that are relevant and any other documents you feel that we should possess, as you know I have never seen any of the documents to this point. Let me know what Jerry Lewin says in regards to the Iviewit stocks and patent interests. Thanks, Eliot

Eliot I. Bernstein
Inventor
Iviewit Holdings, Inc. – DL
Iviewit Holdings, Inc. – DL (yes, two identically named)
Iviewit Holdings, Inc. – FL
Iviewit Technologies, Inc. – DL
Uviewit Holdings, Inc. - DL
Uview.com, Inc. – DL
Iviewit.com, Inc. – FL
Iviewit.com, Inc. – DL
I.C., Inc. – FL
Iviewit.com LLC – DL
Iviewit LLC – DL
Iviewit Corporation – FL
Iviewit, Inc. – FL
Iviewit, Inc. – DL
Iviewit Corporation
2753 N.W. 34th St.
Boca Raton, Florida 33434-3459
(561) 245.8588 (o)
(561) 886.7628 (c)
(561) 245-8644 (f)
iviewit@iviewit.tv
http://www.iviewit.tv
http://iviewit.tv/inventor/index.htm
http://iviewit.tv/wordpress

http://www.facebook.com/#!/iviewit
http://www.myspace.com/iviewit
http://iviewit.tv/wordpresseliot
http://www.youtube.com/user/eliotbernstein?feature=mhum
http://www.TheDivineConstitution.com

Also, check out

Eliot's Testimony at the NY Senate Judiciary Committee Hearings Part 1
http://www.youtube.com/watch?v=8Cw0gogF4Fs&feature=player_embedded

and Part 2 @ my favorite part
http://www.youtube.com/watch?v=Apc_Zc_YNIk&feature=related

and
Christine Anderson New York Supreme Court Attorney Ethics Expert Whistleblower Testimony, FOX IN THE HENHOUSE and LAW WHOLLY VIOLATED TOP DOWN EXPOSING JUST HOW WALL STREET / GREED STREET / FRAUD STREET MELTED DOWN AND WHY NO PROSECUTIONS OR RECOVERY OF STOLEN FUNDS HAS BEEN MADE. Anderson in US Fed Court Fingers, US Attorneys, DA's, ADA's, the New York Attorney General and "Favored Lawyers and Law Firms" @
http://www.youtube.com/watch?v=6BlK73p4Ueo

and finally latest blog
http://iviewit.tv/wordpress/?p=594

Eliot Part 1 - The Iviewit Inventions @
http://www.youtube.com/watch?v=LOn4hwemqW0

Eliot for President in 2012 Campaign Speech 1 with No Top Teeth, Don't Laugh, Very Important
http://www.youtube.com/watch?v=DuIHQDcwQfM

Eliot for President in 2012 Campaign Speech 2 with No Top OR Bottom Teeth, Don't Laugh, Very Important
http://www.youtube.com/watch?v=jbOP3U1q6mM

Eliot for President in 2012 Campaign Speech 3 Very Important
https://www.facebook.com/iviewit?ref=tn_tnmn#!/note.php?note_id=319280841435989

Other Websites I like:

http://www.deniedpatent.com
http://exposecorruptcourts.blogspot.com
http://www.judgewatch.org/index.html
http://www.enddiscriminationnow.com
http://www.corruptcourts.org
http://www.makeourofficialsaccountable.com
http://www.parentadvocates.org
http://www.newyorkcourtcorruption.blogspot.com
http://cuomotarp.blogspot.com
http://www.disbarthefloridabar.com
http://www.trusteefraud.com/trusteefraud-blog
http://www.constitutionalguardian.com
http://www.americans4legalreform.com
http://www.judicialaccountability.org
www.electpollack.us
http://www.ruthmpollackesq.com
www.HireLyrics.org

www.Facebook.com/Roxanne.Grinage
www.Twitter.com/HireLyrics
www.YouTube.com/HireLyrics
www.YouTube.com/WhatIsThereLeftToDo
www.YouTube.com/RoxanneGrinage
www.BlogTalkRadio.com/Born-To-Serve
www.ireport.cnn.com/people/HireLyrics
http://www.attorneysabovethelaw.com
http://heavensclimb.blogspot.com
http://www.VoteForGreg.us Greg Fischer
http://www.liberty-candidates.org/greg-fischer/
http://www.facebook.com/pages/Vote-For-Greg/111952178833067
http://www.killallthelawyers.ws/law (The Shakespearean Solution, The Butcher)

--
"We the people are the rightful master of both congress and the courts - not to overthrow the Constitution, but to overthrow the men who pervert the Constitution." - Abraham Lincoln

"Each time a person stands up for an ideal, or acts to improve the lot of others, or strikes out against injustice, he sends forth a tiny ripple of hope, and crossing each other from a million different centers of energy and daring, these ripples build a current that can sweep down the mightiest walls of oppression and resistance." - Robert F. Kennedy

"Is life so dear or peace so sweet as to be purchased at the price of chains and slavery? Forbid it, Almighty God! I know not what course others may take, but as for me, give me liberty, or give me death!" - Patrick Henry

I live by the saying,

ELLEN G. WHITE
The greatest want of the world is the want of men, --men who will not be bought or sold; men who in their inmost souls are true and honest, men who do not fear to call sin by its right name; men whose conscience is as true to duty as the needle to the pole, men who will stand for the right though the heavens fall. -Education, p. 57(1903)

If you are one of these people, nice to be your friend ~ Eliot

Eliot I. Bernstein
Iviewit Technologies, Inc.
Founder & Inventor
(561) 245-8588 Work
(561) 886-7628 Mobile
(561) 245-8644 Facsimile
iviewit@iviewit.tv
eliot@iviewit.tv
2753 N.W. 34th St.
Boca Raton, Florida 33434
http://www.iviewit.tv

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From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Wednesday, September 19, 2012 8:03 AM
To: Eliot Ivan Bernstein
Cc: Ted Bernstein
Subject: Re: Si's Iviewit Stock and Patent Interests

Eliot - I left you a message yesterday. Ted is supposed to arrange a time for us to meet. Please reach out to him. My understanding is that your sisters have all gone back to Chicago. With regard to the below interests your father never mentioned them once as an asset of his estate. I will circle back with Jerry Lewin on this.

Sent from my iPhone

On Sep 19, 2012, at 7:54 AM, "Eliot Ivan Bernstein" <iviewit@iviewit.tv> wrote:

> Robert – Any news on a meeting time and any comment on the other issues below including the Iviewit stocks and patent interests? My sister felt there was a meeting already arranged but did not know the time. Let me know.
>
> ---
>
> Robert ~ just wanted to check if my father had listed as an asset in his estate his shares in the Iviewit companies and his patent interests. My father was the original seed investor before Huizenga and started the Iviewit companies with me formed around my inventions and Intellectual Properties. It is well documented in bank and other documents his interests, which companies were all initially 30% owned by Si and 70% by me. After multiple other investors of course we were diluted down and I am working that out pending state, federal and international investigations as some of the original shareholders may be excluded for their crimes and thus the number may fluctuate from its last pricing during a Wachovia Private Placement. I spoke to my father and it was his wishes that the stock be part of his estate for his kids and grandchildren in whatever way he chose to distribute his other assets. I would like to make sure that his wishes are fulfilled and so please advise as to how to incorporate the asset if it was not initially listed. Currently the assets are worth nothing, the patents are suspended pending federal investigations due to the extenuating circumstances surrounding the patents but at some near future time they may have considerable asset value. The patents are also at the center of an ongoing RICO action in the Federal Courts and considerable monies may be recovered via those efforts as well, of which of course, Si's interests must be also be considered in his estate.

Also, please reply with a time and day that we are meeting and if you could please send any documents to the attorneys and others I mentioned in my prior email correspondences copied below prior to the meeting time this would be of great service.

Thank you ~ Eliot

From: Eliot Ivan Bernstein [mailto:iviewit@iviewit.tv]
Sent: Thursday, May 17, 2012 8:17 AM
To: Robert L. Spallina, Esq. ~ Attorney at Law @ Tescher & Spallina, P.A. (atrspallina@tescherspallina.com)
Cc: 'Simon Bernstein'; 'Caroline Prochotska Rogers, Esquire (caroline@cprogers.com)'; Michele M. Mulrooney ~ Partner @ Venable LLP (mmulrooney@Venable.com); 'Andy Dietz'; 'Donna Dietz'
Subject: Estate of Shirley Bernstein

PRIVATE & CONFIDENTIAL

May 17, 2012

Robert L. Spallina, Esq.
Tescher & Spallina, P.A.
Boca Village Corporate Center I
4855 Technology Way
Suite 720
Boca Raton, FL 33431

Hi Robert ~ attached is the Waiver of Accounting and Portions of Petition For Discharge; Waiver of Service of Petition for Discharge; and Receipt of Beneficiary and Consent to Discharge. As I mentioned in the phone call, I have not seen any of the underlying estate documents or my mother's will at this point, yet I sign this document after our family call so that my father can be released of his duties as Personal Representative and put whatever matters that were causing him stress to rest. For my trustees I would like the following individuals in the following order to be trustees:

1. Caroline Prochatska Rogers, Esq.
   3500 North Lake Shore Drive
   17th Floor
   Chicago, IL 60657
   (773) 804-9400 ext 19
   caroline@cprogers.com

2. Michele M. Mulrooney, Esq.
   mmulrooney@Venable.com
   (will get new address shortly)

3. Andrew & Donna Dietz
   2002 Circle Drive
   Hermosa Beach, California 90254
   (310) 410-0936 ext1271
   andyd@rockitcargo.com

Please send copies of all estate documents to Caroline and Michele and if my dad would like them to keep the information private and confidential, including from me, until some later point in time, you can arrange that with them directly with my approval granted herein. Please also reply to this email to confirm receipt, a hard copy of my signed document will be sent via mail.

Thank you for your efforts on behalf of my family ~ Eliot

Eliot I. Bernstein
Inventor
Iviewit Holdings, Inc. – DL
Iviewit Holdings, Inc. – DL (yes, two identically named)
Iviewit Holdings, Inc. – FL
Iviewit Technologies, Inc. – DL
Uviewit Holdings, Inc. - DL
Uview.com, Inc. – DL
Iviewit.com, Inc. – FL
Iviewit.com, Inc. – DL
I.C., Inc. – FL
Iviewit.com LLC – DL
Iviewit LLC – DL
Iviewit Corporation – FL
Iviewit, Inc. – FL
Iviewit, Inc. – DL
Iviewit Corporation
2753 N.W. 34th St.
Boca Raton, Florida 33434-3459
(561) 245.8588 (o)
(561) 886.7628 (c)
(561) 245-8644 (f)
iviewit@iviewit.tv
http://www.iviewit.tv
http://iviewit.tv/inventor/index.htm
http://iviewit.tv/wordpress
http://www.facebook.com/#!/iviewit
http://www.myspace.com/iviewit
http://iviewit.tv/wordpresseliot
http://www.youtube.com/user/eliotbernstein?feature=mhum
http://www.TheDivineConstitution.com

Also, check out

Eliot's Testimony at the NY Senate Judiciary Committee Hearings Part 1
http://www.youtube.com/watch?v=8Cw0gogF4Fs&feature=player_embedded

and Part 2 @ my favorite part
http://www.youtube.com/watch?v=Apc_Zc_YNIk&feature=related

and
Christine Anderson New York Supreme Court Attorney Ethics Expert Whistleblower Testimony, FOX IN THE HENHOUSE and LAW WHOLLY VIOLATED TOP DOWN EXPOSING JUST HOW WALL STREET / GREED STREET / FRAUD STREET MELTED DOWN AND WHY NO PROSECUTIONS OR RECOVERY OF STOLEN FUNDS HAS BEEN MADE. Anderson in US Fed Court Fingers, US Attorneys, DA's, ADA's, the New York Attorney General and "Favored Lawyers and Law Firms" @
http://www.youtube.com/watch?v=6BlK73p4Ueo

and finally latest blog
http://iviewit.tv/wordpress/?p=594

Eliot Part 1 - The Iviewit Inventions @

http://www.youtube.com/watch?v=LOn4hwemqW0

Eliot for President in 2012 Campaign Speech 1 with No Top Teeth, Don't Laugh, Very Important
http://www.youtube.com/watch?v=DuIHQDcwQfM

Eliot for President in 2012 Campaign Speech 2 with No Top OR Bottom Teeth, Don't Laugh, Very Important
http://www.youtube.com/watch?v=jbOP3U1q6mM

Eliot for President in 2012 Campaign Speech 3 Very Important
https://www.facebook.com/iviewit?ref=tn_tnmn#!/note.php?note_id=319280841435989

Other Websites I like:

http://www.deniedpatent.com
http://exposecorruptcourts.blogspot.com
http://www.judgewatch.org/index.html
http://www.enddiscriminationnow.com
http://www.corruptcourts.org
http://www.makeourofficialsaccountable.com
http://www.parentadvocates.org
http://www.newyorkcourtcorruption.blogspot.com
http://cuomotarp.blogspot.com
http://www.disbartheflorida bar.com
http://www.trusteefraud.com/trusteefraud-blog
http://www.constitutionalguardian.com
http://www.americans4legalreform.com
http://www.judicialaccountability.org
www.electpollack.us
http://www.ruthmpollackesq.com
www.HireLyrics.org
www.Facebook.com/Roxanne.Grinage
www.Twitter.com/HireLyrics
www.YouTube.com/HireLyrics
www.YouTube.com/WhatIsThereLeftToDo
www.YouTube.com/RoxanneGrinage
www.BlogTalkRadio.com/Born-To-Serve
www.ireport.cnn.com/people/HireLyrics
http://www.VoteForGreg.us Greg Fischer
http://www.liberty-candidates.org/greg-fischer/
http://www.facebook.com/pages/Vote-For-Greg/111952178833067
http://www.killallthelawyers.ws/law (The Shakespearean Solution, The Butcher)

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"We the people are the rightful master of both congress and the courts - not to overthrow the Constitution, but to overthrow the men who pervert the Constitution." - Abraham Lincoln

"Each time a person stands up for an ideal, or acts to improve the lot of others, or strikes out against injustice, he sends forth a tiny ripple of hope, and crossing each other from a million different centers of energy and daring, these ripples build a current that can sweep down the mightiest walls of oppression and resistance." - Robert F. Kennedy

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If you are one of these people, nice to be your friend ~ Eliot

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<Eliot I Bernstein.vcf>

Robert Spallina

From: Robert Spallina
Sent: Wednesday, September 19, 2012 2:11 PM
To: Donald Tescher
Subject: FW: Conference call with Robert Spallina - today at 3:30PM

3:30....thx

From: Kimberly Moran
Sent: Wednesday, September 19, 2012 11:45 AM
To: tbernstein@lifeinsuranceconcepts.com
Cc: Robert Spallina
Subject: Conference call with Robert Spallina - today at 3:30PM

Dear Mr. Bernstein:

The conference call in information for this afternoon's conference call is as follows:

USA Toll-Free: 888-557-8511
ACCESS CODE: 1659803

Please provide the information to your sisters so they can call in as well.

If you have any questions, please do not hesitate to contact us.

Sincerely,

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

LAW OFFICES
TESCHER & SPALLINA, P.A.

BOCA VILLAGE CORPORATE CENTER I
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FLORIDA 33431

TEL: 561-997-7008
FAX: 561-997-7308
TOLL FREE: 888-997-7008
WWW.TESCHERSPALLINA.COM

ATTORNEYS
DONALD R. TESCHER
ROBERT L. SPALLINA
LAUREN A. GALVANI

SUPPORT STAFF
DIANE DUSTIN
KIMBERLY MORAN
SUANN TESCHER

July 26, 2012

VIA U.S. MAIL
Mr. Simon Bernstein
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, FL 33487

Re: Estate Planning

Dear Si,

Enclosed for your file is a conformed copy of your Last Will (the original of which is being held in our safe).

If you have any questions, please do not hesitate to call.

Sincerely,

Robert L. Spallina/km

ROBERT L. SPALLINA

RLS/ac

Enclosures

LAW OFFICES
TESCHER & SPALLINA, P.A.

BOCA VILLAGE CORPORATE CENTER I
4855 TECHNOLOGY WAY, SUITE 720
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LAUREN A. GALVANI

SUPPORT STAFF
DIANE DUSTIN
JOAN MAPILE
KIMBERLY MORAN
SUANN TESCHER

May 24, 2012

Personal and Confidential

Via Federal Express
Mr. Simon Bernstein
7020 Lions Head Lane
Boca Raton, FL 33496

Re: Estate Planning

Dear Si:

We have prepared you drafts of a new Will and an Amended and Restated Trust Agreement. Under the terms of your Will, any items of personal property that you do not designate by a separate written memorandum will be divided in equal shares between your children as they see fit. If they cannot decide who will retain certain items of this property, your Personal Representative, William Stansbury, will make the final decisions. In addition, you have exercised the special power of appointment granted to you under Shirley's Trust Agreement in favor of your grandchildren who survive you. Upon your death, the remaining assets of the Shirley Bernstein Marital Trust and the Shirley Bernstein Family Trust will be distributed in equal shares to the then serving Trustees of the separate trusts established for your grandchildren under your Amended and Restated Trust Agreement.

Your Amended and Restated Trust Agreement provides that upon your death, your assets will be divided among and held in separate trusts for your then living grandchildren. Pursuant to the definition of grandchildren under your Trust Agreement, any grandchildren who are not adopted prior to attaining 12 years of age by a child of yours are excluded as beneficiaries of your Trust. The separate trusts for your grandchildren will provide them with discretionary distributions of net income and principal for their Welfare, a broad standard. Upon the death of a grandchild, he or she can direct the remaining assets of his or her trust to one or more your lineal descendants (other than your children). If a grandchild does not appoint the assets upon his or her death, these assets will be distributed to his or her children. If such deceased grandchild does not have children, these assets will be divided equally and distributed to separate trusts for your surviving grandchildren. If you would like your grandchildren to have the power to direct assets to spouses, please let us know.

You are the Grantor and Trustee of your Trust and William Stansbury is designated as your

successor Trustee. Your children will serve as sole Trustees of their respective children's trusts until such grandchildren become co-Trustees upon attaining 25 years of age. At age 35, a grandchild will serve as sole Trustee of his or her separate trust and may appoint and replace co-Trustees that are not Related or Subordinate Parties, as defined under the document, to serve with him or her. Separate trusts for lineal descendants other than your grandchildren will serve as co-Trustees or sole Trustees of their separate trust at age 25.

If you have any questions or if there are any changes you would like to make, please let us know. We look forward to hearing from you.

Sincerely,

ON BEHALF OF
ROBERT L. SPALLINA

RLS/lag

Enclosure(s)

WILL OF

SIMON L. BERNSTEIN

Prepared by:

Tescher & Spallina, P.A.
4855 Technology Way, Suite 720, Boca Raton, Florida 33431
(561) 997-7008
www.tescherspallina.com

DRAFT: May 24, 2012

WILL OF

SIMON L. BERNSTEIN

I, SIMON L. BERNSTEIN, of Palm Beach County, Florida, hereby revoke all my prior Wills and Codicils and make this Will. I am a widower, but in the event that I marry subsequent to the execution of this Will, I specifically make no provision for my spouse. My children are TED S. BERNSTEIN, PAMELA B. SIMON, ELIOT BERNSTEIN, JILL IANTONI and LISA S. FRIEDSTEIN.

ARTICLE I. TANGIBLE PERSONAL PROPERTY

I give such items of my tangible personal property to such persons as I may designate in a separate written memorandum prepared for this purpose. I give to my children who survive me, divided among them as they agree, or if they fail to agree, divided among them by my Personal Representatives in as nearly equal shares as practical my personal effects, jewelry, collections, household furnishings and equipment, automobiles and all other non-business tangible personal property other than cash, not effectively disposed of by such memorandum, and if no child of mine survives me, this property shall pass with the residue of my estate.

ARTICLE II. EXERCISE OF POWER OF APPOINTMENT

Under Subparagraph E.1. of Article II. of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008, (the "***Shirley Trust***"), I was granted a special power of appointment upon my death to direct the disposition of the remaining assets of the Marital Trust and the Family Trust established under the Shirley Trust. Pursuant to the power granted to me under the Shirley Trust, upon my death, I hereby direct the then serving Trustees of the Marital Trust and the Family Trust to divide the remaining trust assets into equal shares for my then living grandchildren and distribute said shares to the then serving Trustees of their respective trusts established under Subparagraph II.B. of my Existing Trust, as referenced below, and administered pursuant to Subparagraph II.C. thereunder.

ARTICLE III. RESIDUE OF MY ESTATE

I give all the residue of my estate, including my homestead, to the Trustee then serving under my revocable Trust Agreement dated May 20, 2008, as amended and restated from time to time and on even date herewith (the "***Existing Trust***"), as Trustee without bond, but I do not exercise any powers of appointment held by me except as provided in Article II., above, and in the later paragraph titled "Death Costs." The residue shall be added to and become a part of the Existing Trust, and shall be held under

the provisions of said Agreement in effect at my death, or if this is not permitted by applicable law or the Existing Trust is not then in existence, under the provisions of said Agreement as existing today. If necessary to give effect to this gift, but not otherwise, said Agreement as existing today is incorporated herein by reference.

ARTICLE IV. PERSONAL REPRESENTATIVES

1. **Appointment and Bond.** I appoint WILLIAM E. STANSBURY as my Personal Representative (the "***fiduciary***"). Each fiduciary shall serve without bond and have all of the powers, privileges and immunities granted to my fiduciary by this Will or by law, provided, however, that my fiduciary shall exercise all powers in a fiduciary capacity.

2. **Powers of Personal Representatives.** My fiduciary may exercise its powers without court approval. No one dealing with my fiduciary need inquire into its authority or its application of property. My fiduciary shall have the following powers:

a. Investments. To sell or exchange at public or private sale and on credit or otherwise, with or without security, and to lease for any term or perpetually, any property, real and personal, at any time forming a part of my probate estate (the "***estate***"); to grant and exercise options to buy or sell; to invest or reinvest in real or personal property of every kind, description and location; and to receive and retain any such property whether originally a part of the estate, or subsequently acquired, even if a fiduciary is personally interested in such property, and without liability for any decline in the value thereof; all without limitation by any statutes or judicial decisions, whenever enacted or announced, regulating investments or requiring diversification of investments.

b. Distributions or Divisions. To distribute directly to any beneficiary who is then entitled to distribution under the Existing Trust; to make any division or distribution pro rata or non-pro rata, in cash or in kind; and to allocate undivided interests in property and dissimilar property (without regard to its tax basis) to different shares, and to make any distribution to a minor or any other incapacitated person directly to such person, to his or her legal representative, to any person responsible for or assuming his or her care, or in the case of a minor to an adult person or an eligible institution (including a fiduciary) selected by my fiduciary as custodian for such minor under the Uniform Transfers to Minors Act or similar provision of law. The receipt of such payee is a complete release to the fiduciary.

c. Management. To manage, develop, improve, partition or change the character of or abandon an asset or interest in property at any time; and to make ordinary and extraordinary repairs, replacements, alterations and improvements, structural or otherwise.

d. Borrowing. To borrow money from anyone on commercially reasonable terms, including a fiduciary, beneficiaries and other persons who may have a direct or indirect interest in the estate; and to mortgage, margin, encumber and pledge real and personal property of the estate as security

for the payment thereof, without incurring any personal liability thereon and to do so for a term within or extending beyond the terms of the estate and to renew, modify or extend existing borrowing on similar or different terms and with the same or different security without incurring any personal liability; and such borrowing from my fiduciary may be with or without interest, and may be secured with a lien on the estate assets or any beneficiary's interest in said assets.

e. Lending. To extend, modify or waive the terms of any obligation, bond or mortgage at any time forming a part of the estate and to foreclose any such mortgage; accept a conveyance of encumbered property, and take title to the property securing it by deed in lieu of foreclosure or otherwise and to satisfy or not satisfy the indebtedness securing said property; to protect or redeem any such property from forfeiture for nonpayment of taxes or other lien; generally, to exercise as to such bond, obligation or mortgage all powers that an absolute owner might exercise; and to loan funds to beneficiaries at commercially reasonable rates, terms and conditions.

f. Abandonment of Property. To abandon any property or asset when it is valueless or so encumbered or in such condition that it is of no benefit to the estate. To abstain from the payment of taxes, liens, rents, assessments, or repairs on such property and/or permit such property to be lost by tax sale, foreclosure or other proceeding or by conveyance for nominal or no consideration to anyone including a charity or by escheat to a state; all without personal liability incurred therefor.

g. Real Property Matters. To subdivide, develop or partition real estate; to dedicate the same to public use; to make or obtain the location of any plats; to adjust boundaries; to adjust differences in valuations on exchange or partition by giving or receiving consideration; and, to grant easements with or without consideration as they may determine; and to demolish any building, structures, walls and improvements, or to erect new buildings, structures, walls and improvements and to insure against fire and other risks.

h. Claims. To enforce, compromise, adjust, arbitrate, release or otherwise settle or pay any claims or demands by or against the estate.

i. Business Entities. To deal with any business entity or enterprise even if a fiduciary is or may be a fiduciary of or own interests in said business entity or enterprise, whether operated in the form of a corporation, partnership, business trust, limited liability company, joint venture, sole proprietorship, or other form (all of which business entities and enterprises are referred to herein as "***Business Entities***"). I vest the fiduciary with the following powers and authority in regard to Business Entities:

i. To retain and continue to operate a Business Entity for such period as the fiduciary deems advisable;

ii. To control, direct and manage the Business Entities. In this connection, the fiduciary, in its sole discretion, shall determine the manner and extent of its active participation in the operation and may delegate all or any part of its power to supervise and operate to such person or

persons as the fiduciary may select, including any associate, partner, officer or employee of the Business Entity;

iii. To hire and discharge officers and employees, fix their compensation and define their duties; and similarly to employ, compensate and discharge agents, attorneys, consultants, accountants, and such other representatives as the fiduciary may deem appropriate; including the right to employ any beneficiary or fiduciary in any of the foregoing capacities;

iv. To invest funds in the Business Entities, to pledge other assets of the estate or a trust as security for loans made to the Business Entities, and to lend funds from my estate or a trust to the Business Entities;

v. To organize one or more Business Entities under the laws of this or any other state or country and to transfer thereto all or any part of the Business Entities or other property of my estate or a trust, and to receive in exchange such stocks, bonds, partnership and member interests, and such other securities or interests as the fiduciary may deem advisable;

vi. To treat Business Entities as separate from my estate or a trust. In a fiduciary's accounting to any beneficiary, the fiduciary shall only be required to report the earnings and condition of the Business Entities in accordance with standard business accounting practice;

vii. To retain in Business Entities such net earnings for working capital and other purposes of the Business Entities as the fiduciary may deem advisable in conformity with sound business practice;

viii. To sell or liquidate all or any part of the Business Entities at such time and price and upon such terms and conditions (including credit) as the fiduciary may determine. My fiduciary is specifically authorised and empowered to make such sale to any person, including any partner, officer, or employee of the Business Entities, a fiduciary, or to any beneficiary; and

ix. To guaranty the obligations of the Business Entities, or pledge assets of the estate or a trust to secure such a guaranty.

j. Life Insurance. With respect to any life insurance policies constituting an asset of the estate to pay premiums; to apply dividends in reduction of such premiums; to borrow against the cash values thereof; to convert such policies into other forms of insurance including paid-up insurance; to exercise any settlement options provided in any such policies; to receive the proceeds of any policy upon its maturity and to administer such proceeds as a part of the principal of the estate or trust; and in general, to exercise all other options, benefits, rights and privileges under such policies; provided, however, no fiduciary other than a sole fiduciary may exercise any incidents of ownership with respect to policies of insurance insuring the fiduciary's own life.

k. Reimbursement. To reimburse itself from the estate for all reasonable expenses

incurred in the administration thereof.

l. Voting. To vote and give proxies, with power of substitution to vote, stocks, bonds and other securities, or not to vote a security.

m. Ancillary Administration. To appoint or nominate, and replace with or without cause, any persons or corporations, including itself, as ancillary administrators to administer property in other jurisdictions, with the same powers, privileges and immunities as my fiduciary and without bond.

n. Tax Elections. To file tax returns, and to exercise all tax-related elections and options at their discretion, without compensating adjustments or reimbursements between any accounts or any beneficiaries.

3. **Survivorship.** A beneficiary is not deemed to survive me unless he or she survives me by five days.

4. **Death Costs.** My fiduciary shall pay (a) from the residuary estate my debts which are allowed as claims against my estate, (b) from the residuary estate my funeral expenses without regard to legal limitations, (c) from the residuary estate the expenses of administering my estate and (d) from the residuary estate other than the portion of the residuary estate qualifying for the marital deduction under the laws then in effect, without apportionment, all estate, inheritance and succession taxes (excluding generation-skipping taxes other than with respect to direct skips), and interest and penalties thereon, due because of my death and attributable to all property whether passing under this Will or otherwise and not required by the terms of the Existing Trust to be paid out of said trust. However, such taxes, penalties and interest payable out of my residuary estate shall not include taxes, penalties and interest attributable to (i) property over which I have a power of appointment granted to me by another person, (ii) qualified terminable interest property held in a trust of which I was the income beneficiary at the time of my death (other than qualified terminable interest property held in a trust for which an election was made under Code Section 2652(a)(3)), and (iii) life insurance proceeds on policies insuring my life which proceeds are not payable to my probate estate. My fiduciary shall not be reimbursed for any such payment from any person or property. However, my fiduciary in its discretion may direct that part or all of said death costs shall be paid by my Trustee as provided in the Existing Trust, and shall give such direction to the extent necessary so that the gifts made in Article I of this Will and the gifts made in any codicil hereto shall not be reduced by said death costs. If the amount of the above-described taxes, and interest and penalties arising by reason of my death (without regard to where payable from under the terms of this paragraph or applicable law) is increased because of the power of appointment granted to me under Subparagraph II.E.1. of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008, I hereby appoint to my probate estate from the property subject to such power (to the extent allowable under such power) the amount of such increase (calculating such increase at the highest applicable marginal rates) and exercise such power to this extent only, and notwithstanding the other provisions of this paragraph further direct my fiduciary to make payment of such increase in taxes, interest and penalties to the appropriate taxing authorities from the appointed property or the proceeds

thereof . Any trustee holding such appointive property may pay to my fiduciary the amount which my fiduciary certifies as due under this paragraph and is not responsible for the correctness or application of amounts so paid.

5. **Reimbursement for Debts and Expenses**. My fiduciary shall promptly reimburse my friends and members of my family who have disbursed their own funds for the payment of any debts, funeral expenses or costs of administration of my estate.

6. **Expenses of Handling Tangible Personal Property**. All expenses incurred by my fiduciary during the settlement of my estate in appraising, storing, packing, shipping, delivering or insuring an article of tangible personal property passing under this Will shall be charged as an expense of administering my estate.

7. **Dealing with Estate**. Each fiduciary may act under this Will even if interested in my estate in an individual capacity, as a fiduciary of another estate or trust (including any trust identified in this Will or created under the Existing Trust) or in any other capacity. Each fiduciary may in good faith buy from, sell to, lend funds to or otherwise deal with my estate.

8. **Spouse**. The term "***spouse***" herein means, as to a designated individual, the person to whom that individual is from time to time married.

9. **Other Beneficiary Designations**. Except as otherwise explicitly and with particularity provided herein, (a) no provision of this Will shall revoke or modify any beneficiary designation of mine made by me and not revoked by me prior to my death under any individual retirement account, other retirement plan or account, or annuity or insurance contract, (b) I hereby reaffirm any such beneficiary designation such that any assets held in such account, plan, or contract shall pass in accordance with such designation, and (c) regardless of anything herein to the contrary, any of such assets which would otherwise pass pursuant to this Will due to the beneficiary designation not having met the requirements for a valid testamentary disposition under applicable law or otherwise shall be paid as a gift made hereunder to the persons and in the manner provided in such designation which is incorporated herein by this reference.

[remainder of page intentionally left blank]

DRAFT: May 24, 2012

I have published and signed this instrument as my Will at Boca Raton, Florida, on the _____ day of _____, 2012.

_____
SIMON L. BERNSTEIN

This instrument, consisting of this page numbered 7 and the preceding typewritten pages, was signed, sealed, published and declared by the Testator to be the Testator's Will in our presence, and at the Testator's request and in the Testator's presence, and in the presence of each other, we have subscribed our names as witnesses at Boca Raton, Florida on this _____ day of _____, 2012.

_____ residing at _____
[Witness Signature] [Witness Address]

_____
[Witness Address]

_____ residing at _____
[Witness Signature] [Witness Address]

_____
[Witness Address]

==========

DRAFT: May 24, 2012

State Of Florida

SS.

County Of Palm Beach

I, SIMON L. BERNSTEIN, declare to the officer taking my acknowledgment of this instrument, and to the subscribing witnesses, that I signed this instrument as my will.

_____

SIMON L. BERNSTEIN, Testator

We, _____ and _____, have been sworn by the officer signing below, and declare to that officer on our oaths that the Testator declared the instrument to be the Testator's will and signed it in our presence and that we each signed the instrument as a witness in the presence of the Testator and of each other.

_____

Witness

_____

Witness

Acknowledged and subscribed before me, by the Testator, SIMON L. BERNSTEIN, who is personally known to me or who has produced _____ (*state type of identification*) as identification, and sworn to and subscribed before me by the witnesses, _____, who is personally known to me or who has produced _____ (*state type of identification*) as identification, and _____, who is personally known to me or who has produced _____ (*state type of identification*) as identification, and subscribed by me in the presence of SIMON L. BERNSTEIN and the subscribing witnesses, all on this _____ day of _____, 2012.

_____

Signature - Notary Public-State of Florida

[Seal with Commission Expiration Date]

_____

Print, type or stamp name of Notary Public

SIMON L. BERNSTEIN

AMENDED AND RESTATED TRUST AGREEMENT

Prepared by:

Tescher & Spallina, P.A.
4855 Technology Way, Suite 720, Boca Raton, Florida 33431
(561) 997-7008
www.tescherspallina.com

DRAFT: May 24, 2012

SIMON L. BERNSTEIN

AMENDED AND RESTATED TRUST AGREEMENT

This Amended and Restated Trust Agreement is dated this _____ day of _____, 2012, and is between SIMON L. BERNSTEIN, of Palm Beach County, Florida referred to in the first person, as settlor, and SIMON L. BERNSTEIN, of Palm Beach County, Florida and SIMON L. BERNSTEIN's successors, as trustee (referred to as the "***Trustee***," which term more particularly refers to all individuals and entities serving as trustee of a trust created hereunder during the time of such service, whether alone or as co-trustees, and whether originally serving or as a successor trustee).

WHEREAS, on May 20, 2008, I created and funded the SIMON L. BERNSTEIN TRUST AGREEMENT (the "***Trust Agreement,***" which reference includes any subsequent amendments of said trust agreement);

WHEREAS, Paragraph A. of Article I. of said Trust Agreement provides, inter alia, that during my lifetime I shall have the right at any time and from time to time by an instrument, in writing, delivered to the Trustee to amend or revoke said Trust Agreement, in whole or in part.

NOW, THEREFORE, I hereby amend and restate the Trust Agreement in its entirety and the Trustee accepts and agrees to perform its duties and obligations in accordance with the following amended provisions. Notwithstanding any deficiencies in execution or other issues in regard to whether any prior version of this Trust Agreement was a valid and binding agreement or otherwise created an effective trust, this amended and restated agreement shall constitute a valid, binding and effective trust agreement and shall amend and succeed all prior versions described above or otherwise predating this amended and restated Trust Agreement.

ARTICLE I. DURING MY LIFE AND UPON MY DEATH

A. **Rights Reserved**. I reserve the right (a) to add property to this trust during my life or on my death, by my Will or otherwise; (b) to withdraw property held hereunder; and (c) by separate written instrument delivered to the Trustee, to revoke this Agreement in whole or in part and otherwise modify or amend this Agreement.

B. **Payments During My Life**. If income producing property is held in the trust during my life, the Trustee shall pay the net income of the trust to me or as I may direct. However, during any periods while I am Disabled, the Trustee shall pay to me or on my behalf such amounts of the net income and principal of the trust as is proper for my Welfare. Any income not so paid shall be added to principal.

C. **Upon My Death**. Upon my death the Trustee shall collect and add to the trust all amounts due to the trust under any insurance policy on my life or under any death benefit plan and all property added to the trust by my Will or otherwise. After paying or providing for the payment from the augmented trust of all current charges and any amounts payable under the later paragraph captioned "Death Costs," the Trustee shall hold the trust according to the following provisions.

ARTICLE II. AFTER MY DEATH

A. **Disposition of Tangible Personal Property**. If any non-business tangible personal property other than cash (including, but not limited to, my personal effects, jewelry, collections, household furnishings, and equipment, and automobiles) is held in the trust at the time of my death, such items shall be promptly distributed by the Trustee of the trust to such person or persons, including my estate, as to the item or items or proportion specified, as I may appoint, and to the extent that any such items are not disposed of by such appointment, such items shall be disposed of by the Trustee of the trust in exactly the same manner as such items would have been disposed of under the terms and provisions of my Will (including any Codicil thereto, or what the Trustee in good faith believes to be such Will and Codicil) had such items been included in my probate estate. Any such items which are not effectively disposed of pursuant to the preceding sentence shall pass with the other trust assets.

B. **Disposition of Trust Upon My Death**. Upon my death, the remaining assets in this trust shall be divided among and held in separate Trusts for my then living grandchildren. Each of my grandchildren for whom a separate trust is held hereunder shall hereinafter be referred to as a "***beneficiary***" with the separate Trusts to be administered as provided in Subparagraph II.C.

C. **Trusts for Beneficiaries**. The Trustee shall pay to the beneficiary and the beneficiary's children, such amounts of the net income and principal of such beneficiary's trust as is proper for the Welfare of such individuals. Any income not so paid shall be added to principal each year. After a beneficiary has reached any one or more of the following birthdays, the beneficiary may withdraw the principal of his or her separate trust at any time or times, not to exceed in the aggregate 1/3 in value after the beneficiary's 25th birthday, 1/2 in value (after deducting any amount previously subject to withdrawal but not actually withdrawn) after the beneficiary's 30th birthday, and the balance after the beneficiary's 35th birthday, provided that the withdrawal powers described in this sentence shall not apply to any grandchild of mine as beneficiary of a separate trust. The value of each trust shall be its value as of the first exercise of each withdrawal right, plus the value of any subsequent addition as of the date of addition. The right of withdrawal shall be a privilege which may be exercised only voluntarily and shall not include an involuntary exercise. If a beneficiary dies with assets remaining in his or her separate trust, upon the beneficiary's death the beneficiary may appoint his or her trust to or for the benefit of one or more of any of my lineal descendants (excluding from said class, however, such beneficiary and such beneficiary's creditors, estate, and creditors of such beneficiary's estate). Any part of his or her trust such beneficiary does not effectively appoint shall upon his or her death be divided among and held in separate Trusts for the following persons:

1. for his or her lineal descendants then living, *per stirpes*; or

2. if he or she leaves no lineal descendant then living, *per stirpes* for the lineal descendants then living of his or her nearest ancestor (among me and my lineal descendants) with a lineal descendant then living.

A trust for a lineal descendant of mine shall be held under this paragraph, or if a trust is then so held, shall be added to such trust.

D. **Termination of Small Trust**. If at any time after my death in the opinion of the Trustee a separate trust holds assets of a value of less than $50,000.00 and is too small to justify the expense of its retention, and termination of such trust is in the best interests of its current income beneficiary, the Trustee in its discretion may terminate such trust and pay it to said beneficiary.

E. **Contingent Gift**. If at any time property of these Trusts is not disposed of under the other provisions of this Agreement, it shall be paid, as a gift made hereunder, to such persons and in such shares as such property would be distributed if I had then owned such property and had then died solvent, unmarried and intestate domiciled in the State of Florida, according to the laws of inheritance of the State of Florida then in effect.

F. **Protective Provision**. No beneficiary of any trust herein created shall have any right or power to anticipate, transfer, pledge, sell, alienate, assign or encumber in any way his or her interest in the income or principal of such trust. Furthermore, no creditor shall have the right to attach, lien, seize or levy upon the interest of a beneficiary in this trust (other than myself) and such interest shall not be liable for or subject to the debts, liabilities or obligations of any such beneficiary or any claims against such beneficiary (whether voluntarily or involuntarily created), and the Trustee shall pay directly to or for the use or benefit of such beneficiary all income and principal to which such beneficiary is entitled, notwithstanding that such beneficiary has executed a pledge, assignment, encumbrance or in any other manner alienated or transferred his or her beneficial interest in the trust to another. This paragraph shall not preclude the effective exercise of any power of appointment granted herein or the exercise of any disclaimer.

G. **Maximum Duration**. Regardless of anything in this Agreement to the contrary, no trust interest herein created shall continue beyond three hundred sixty (360) years after the date of creation of this Agreement, nor shall any power of appointment be exercised in such manner so as to delay vesting of any trust beyond such period. Immediately prior to the expiration of such period, all such trusts then in existence shall terminate, and the assets thereof shall be distributed outright and in fee to then beneficiaries of the current income and in the proportions in which such persons are the beneficiaries, and if such proportions cannot be ascertained, then equally among such beneficiaries.

ARTICLE III. GENERAL

A. **Disability**. Subject to the following Subparagraph captioned "Subchapter S Stock," while any beneficiary is Disabled, the Trustee shall pay to him or her only such portion of the income to which he or she is otherwise entitled as is proper for his or her Welfare, and any income not so paid shall be added to the principal from which derived. While any beneficiary is Disabled, income or principal payable to him or her may, in the discretion of the Trustee, be paid directly to him or her, without the intervention of a guardian, directly to his or her creditors or others for his or her sole benefit or to an adult person or an eligible institution (including the Trustee) selected by the Trustee as custodian for a minor beneficiary under the Uniform Transfers to Minors Act or similar law. The receipt of such payee is a complete release to the Trustee.

B. **Timing of Income Distributions**. The Trustee shall make required payments of income at least quarterly.

C. **Substance Abuse**.

1. In General. If the Trustee reasonably believes that a beneficiary (other than myself)of any trust:

a. routinely or frequently uses or consumes any illegal substance so as to be physically or psychologically dependent upon that substance, or

b. is clinically dependent upon the use or consumption of alcohol or any other legal drug or chemical substance that is not prescribed by a board certified medical doctor or psychiatrist in a current program of treatment supervised by such doctor or psychiatrist,

and if the Trustee reasonably believes that as a result the beneficiary is unable to care for himself or herself, or is unable to manage his or her financial affairs, all mandatory distributions (including distributions upon termination of the trust) to the beneficiary, all of the beneficiary's withdrawal rights, and all of the beneficiary's rights to participate in decisions concerning the removal and appointment of Trustees will be suspended. In that event, the following provisions of this Subparagraph III.C will apply.

2. Testing. The Trustee may request the beneficiary to submit to one or more examinations (including laboratory tests of bodily fluids) determined to be appropriate by a board certified medical doctor and to consent to full disclosure to the Trustee of the results of all such examinations. The Trustee shall maintain strict confidentiality of those results and shall not disclose those results to any person other than the beneficiary without the prior written permission of the beneficiary. The Trustee may totally or partially suspend all distributions otherwise required or permitted to be made to that beneficiary until the beneficiary consents to the examination and disclosure to the Trustee.

3. Treatment. If, in the opinion of the examining doctor, the examination indicates current or recent use of a drug or substance as described above, the examining doctor will determine an appropriate method of treatment for the beneficiary (for example, counseling or treatment on an

in-patient basis in a rehabilitation facility) that is acceptable to the Trustee. If the beneficiary consents to the treatment, the Trustee shall pay the costs of treatment directly to the provider of those services from the distributions suspended under this Subparagraph III.C.

4. Resumption of Distributions. The Trustee may resume other distributions to the beneficiary (and the beneficiary's other suspended rights will be restored) when, in the case of use or consumption of an illegal substance, examinations indicate no such use for 12 months and, in all cases, when the Trustee in its discretion determines that the beneficiary is able to care for himself or herself and is able to manage his or her financial affairs.

5. Disposition of Suspended Amounts. When other distributions to the beneficiary are resumed, the remaining balance, if any, of distributions that were suspended may be distributed to the beneficiary at that time. If the beneficiary dies before distribution of those suspended amounts, the Trustee shall distribute the balance of the suspended amounts to the persons who would be the alternate takers of that beneficiary's share (or takers through the exercise of a power of appointment) as otherwise provided in this Trust Agreement.

6. Exoneration. No Trustee (or any doctor retained by the Trustee) will be responsible or liable to anyone for a beneficiary's actions or welfare. The Trustee has no duty to inquire whether a beneficiary uses drugs or other substances as described in this Subparagraph III.C. The Trustee (and any doctor retained by the Trustee) is to be indemnified from the trust estate and held harmless from any liability of any nature in exercising its judgment and authority under this Subparagraph III.C, including any failure to request a beneficiary to submit to medical examination, and including a decision to distribute suspended amounts to a beneficiary.

7. Tax Savings Provision. Despite the provisions of this Subparagraph III.C, the Trustee cannot suspend any mandatory distributions or withdrawal rights that are required for that trust to become or remain a Qualified Subchapter S Trust (unless the Trustee elects for the trust to be an Electing Small Business Trust), or to qualify for any federal transfer tax exemption, deduction, or exclusion allowable with respect to that trust.

D. Income on Death of Beneficiary. Subject to the later paragraph captioned "Subchapter S Stock," and except as otherwise explicitly provided herein, upon the death of any beneficiary, all accrued or undistributed income of such deceased beneficiary's trust shall pass with the principal of his or her trust but shall remain income for trust accounting purposes.

E. Definitions. In this Agreement,

1. Children, Lineal Descendants. The terms "***child,***" "***children,***" "***grandchild,***" ***"grandchildren"*** and "***lineal descendant***" mean only persons whose relationship to the ancestor designated is created entirely by or through (a) legitimate births occurring during the marriage of the joint biological parents to each other, (b) children born of female lineal descendants, (c) children and their lineal descendants arising from surrogate births and/or third party donors when (i) the child is

raised from or near the time of birth by a married couple (other than a same sex married couple) through the pendency of such marriage, (ii) one of such couple is the designated ancestor, and (iii) to the best knowledge of the Trustee both members of such couple participated in the decision to have such child, and (d) lawful adoptions of minors under the age of twelve years. No such child or lineal descendant loses his or her status as such through adoption by another person. Notwithstanding the foregoing, for all purposes of this Trust and the dispositions made hereunder, my children, TED S. BERNSTEIN, PAMELA B. SIMON, ELIOT BERNSTEIN, JILL IANTONI and LISA S. FRIEDSTEIN, shall be deemed to have predeceased me as I have adequately provided for them during my lifetime.

2. Code. "***Code***" means the Internal Revenue Code of 1986, as amended, and in referring to any particular provision of the Code, includes a reference to any equivalent or successor provision of a successor federal tax law.

3. Disabled. "***Disabled***" or being under "***Disability***" means, as to any applicable individual: (1) being under the age of 21 years, (2) having been adjudicated by a court of competent jurisdiction as mentally or physically incompetent or unable to manage his or her own property or personal affairs (or a substantially similar finding under applicable state or national law), or (3) being unable to properly manage his or her personal or financial affairs, or a trust estate hereunder as to a Trustee hereunder, because of a mental or physical impairment (whether temporary or permanent in nature). A written certificate executed by an individual's attending physician or attending psychiatrist confirming that person's impairment will be sufficient evidence of Disability under item (3) above, and all persons may rely conclusively on such a certificate.

4. Education. The term "***education***" herein means vocational, primary, secondary, preparatory, theological, college and professional education, including post-graduate courses of study, at educational institutions or elsewhere, and expenses relating directly thereto, including tuition, books and supplies, room and board, and travel from and to home during school vacations. It is intended that the Trustee liberally construe and interpret references to "education," so that the beneficiaries entitled to distributions hereunder for education obtain the best possible education commensurate with their abilities and desires.

5. Needs and Welfare Distributions. Payments to be made for a person's ***"Needs"*** means payments necessary for such person's health (including lifetime residential or nursing home care), education, maintenance and support. Payments to be made for a person's ***"Welfare"*** means discretionary payments by the Trustee, from time to time, for such person's Needs and also for such person's advancement in life (including assistance in the purchase of a home or establishment or development of any business or professional enterprise which the Trustee believes to be reasonably sound), happiness and general well-being. However, the Trustee, based upon information reasonably available to it, shall make such payments for a person's Needs or Welfare only to the extent such person's income, and funds available from others obligated to supply funds for such purposes (including, without limitation, pursuant to child support orders and agreements), are insufficient in its opinion for such purposes, and shall take into account such person's accustomed manner of living, age, health, marital status and any other factor it considers important. Income or principal to be paid for a person's Needs or Welfare may be paid to

such individual or applied by the Trustee directly for the benefit of such person. The Trustee may make a distribution or application authorized for a person's Needs or Welfare even if such distribution or application substantially depletes or exhausts such person's trust, without any duty upon the Trustee to retain it for future use or for other persons who might otherwise benefit from such trust.

6. Per Stirpes. In a division "***per stirpes***" each generation shall be represented and counted whether or not it has a living member.

7. Related or Subordinate Party. A "***Related or Subordinate Party***" to a trust describes a beneficiary of the subject trust or a related or subordinate party to a beneficiary of the trust as the terms "related or subordinate party" are defined under Code Section 672(c).

8. Spouse. A person's "***spouse***" includes only a spouse then married to and living as husband and wife with him or her, or a spouse who was married to and living as husband and wife with him or her at his or her death. The following rules apply to each person who is a beneficiary or a permissible appointee under this Trust Agreement and who is married to a descendant of mine. Such a person will cease to be a beneficiary and will be excluded from the class of permissible appointees upon:

a. the legal termination of the marriage to my descendant (whether before or after my death), or

b. the death of my descendant if a dissolution of marriage proceeding was pending when he or she died.

The trust will be administered as if that person had died upon the happening of the terminating event described above.

9. Gender, Number. Where appropriate, words of any gender include all genders and the singular and plural are interchangeable.

F. Powers of Appointment. Property subject to a power of appointment shall be paid to, or retained by the Trustee or paid to any trustee under any will or trust agreement for the benefit of, such one or more permissible appointees, in such amounts and proportions, granting such interests, powers and powers of appointment, and upon such conditions including spendthrift provisions as the holder of such power (i) in the case of a power exercisable upon the death of such holder, appoints in his or her will or in a trust agreement revocable by him or her until his or her death, or (ii) in the case of a power exercisable during the life of such holder, appoints in a written instrument signed by such holder, two witnesses and a notary public, but in either case only if such will, trust agreement, or instrument specifically refers to such power.

G. Limitations on Powers of Trustee. Regardless of anything herein to the contrary, no Trustee shall make or participate in making any distribution of income or principal of a trust to or for the benefit of a beneficiary which would directly or indirectly discharge any legal obligation of such

Trustee or a donor of such trust (as an individual, and other than myself as donor) to support such beneficiary; and no Trustee (other than myself) shall make or participate in making any discretionary distribution of income or principal to or for the benefit of himself or herself other than for his or her Needs, including by reason of a determination to terminate a trust described herein. For example, if a Trustee (other than myself) has the power to distribute income or principal to himself or herself for his or her own Welfare, such Trustee (the "restricted Trustee") shall only have the power to make or participate in making a distribution of income or principal to the restricted Trustee for the restricted Trustee's Needs, although any co-Trustee who is not also a restricted Trustee may make or participate in making a distribution of income or principal to the restricted Trustee for such restricted Trustee's Welfare without the participation or consent of said restricted Trustee.

H. **Presumption of Survivorship**. If any person shall be required to survive another person in order to take any interest under this Agreement, the former person shall be deemed to have predeceased the latter person, if such persons die under circumstances which make it difficult or impracticable to determine which one died first.

I. **Governing Law**. This Agreement is governed by the law of the State of Florida.

J. **Other Beneficiary Designations**. Except as otherwise explicitly and with particularity provided herein, (a) no provision of this trust shall revoke or modify any beneficiary designation of mine made by me and not revoked by me prior to my death under any individual retirement account, other retirement plan or account, or annuity or insurance contract, (b) I hereby reaffirm any such beneficiary designation such that any assets held in such account, plan, or contract shall pass in accordance with such designation, and (c) regardless of anything herein to the contrary, any of such assets which would otherwise pass pursuant to this trust due to the beneficiary designation not having met the requirements for a valid testamentary disposition under applicable law or otherwise shall be paid as a gift made hereunder to the persons and in the manner provided in such designation which is incorporated herein by this reference.

K. **Release of Medical Information.**

1. Disability of Beneficiary. Upon the written request of a Trustee (with or without the concurrence of co-Trustees) issued to any current income or principal beneficiary (including discretionary beneficiaries and myself if a beneficiary) for whom a determination of Disability is relevant to the administration of a trust hereunder and for whom a Trustee (with or without the concurrence of co-Trustees) desires to make such a determination, such beneficiary shall issue to all Trustees (who shall be identified thereon both by name to the extent known and by class description) a valid authorization under the Health Insurance Portability and Accountability Act of 1996 and any other applicable or successor law authorizing all health care providers and all medical sources of such requested beneficiary to release protected health information of the requested beneficiary to all Trustees that is relevant to the determination of the Disability of the requested beneficiary as Disability is defined hereunder. The period of each such valid authorization shall be for six months (or the earlier death of the requested

beneficiary). If such beneficiary (or his or her legal representative if such beneficiary is a minor or legally disabled) refuses within thirty days of receipt of the request to provide a valid authorization, or at any time revokes an authorization within its term, the Trustee shall treat such beneficiary as Disabled hereunder until such valid authorization is delivered.

2. Disability of Trustee. Upon the request to a Trustee that is an individual by (a) a co-Trustee, or if none, (b) the person or entity next designated to serve as a successor Trustee not under legal incapacity, or if none, (c) any adult current income or principal beneficiary not under legal incapacity, or in any event and at any time (d) a court of competent jurisdiction, such Trustee shall issue to such person and all persons, courts of competent jurisdiction, and entities (who shall be identified thereon both by name to the extent known and by class description), with authority hereunder to determine such requested Trustee's Disability, a valid authorization under the Health Insurance Portability and Accountability Act of 1996 and any other applicable or successor law authorizing all health care providers and all medical sources of such requested Trustee to release protected health information of the requested Trustee to such persons, courts and entities, that is relevant to the determination of the Disability of the requested Trustee as Disability is defined hereunder. The period of each such valid authorization shall be for six months (or the earlier death or resignation of the requested Trustee). If such requested Trustee refuses within thirty days of receipt of the request to deliver a valid authorization, or at any time revokes an authorization within its term, such requested Trustee shall thereupon be treated as having resigned as Trustee hereunder.

3. Ability to Amend or Revoke. The foregoing provisions of this paragraph shall not constitute a restriction on myself to amend or revoke the terms of this trust instrument under paragraph I.A hereof, provided I otherwise have legal capacity to do so.

4. Authorization to Issue Certificate. All required authorizations under this paragraph shall include the power of a physician or psychiatrist to issue a written certificate to the appropriate persons or entities as provided in Subparagraph III.E.3 hereof.

ARTICLE IV. FIDUCIARIES

A. Powers of the Trustee. During my life except while I am Disabled, the Trustee shall exercise all powers provided by law and the following powers, other than the power to retain assets, only with my written approval. While I am Disabled and after my death, the Trustee shall exercise said powers without approval, provided that the Trustee shall exercise all powers in a fiduciary capacity.

1. Investments. To sell or exchange at public or private sale and on credit or otherwise, with or without security, and to lease for any term or perpetually, any property, real and personal, at any time forming a part of the trust estate (the "***estate***"); to grant and exercise options to buy or sell; to invest or reinvest in real or personal property of every kind, description and location; and to receive and retain any such property whether originally a part of any trust herein created or subsequently acquired, even if the Trustee is personally interested in such property, and without liability for any

decline in the value thereof; all without limitation by any statutes or judicial decisions whenever enacted or announced, regulating investments or requiring diversification of investments, it being my intention to give the broadest investment powers and discretion to the Trustee. Any bank, trust company, or other corporate trustee serving hereunder as Trustee is authorized to invest in its own common trust funds.

2. Special Investments. The Trustee is expressly authorized (but not directed) to retain, make, hold, and dispose of investments not regarded as traditional for trusts, including interests or investments in privately held business and investment entities and enterprises, including without limitation stock in closely held corporations, limited partnership interests, joint venture interests, mutual funds, business trust interests, and limited liability company membership interests, notwithstanding (a) any applicable prudent investor rule or variation thereof, (b) common law or statutory diversification requirements (it being my intent that no such duty to diversify shall exist) (c) a lack of current cash flow therefrom, (d) the presence of any risk or speculative elements as compared to other available investments (it being my intent that the Trustee have sole and absolute discretion in determining what constitutes acceptable risk and what constitutes proper investment strategy), (e) lack of a reasonable rate of return, (f) risks to the preservation of principal, (g) violation of a Trustee's duty of impartiality as to different beneficiaries (it being my intent that no such duty exists for this purpose), and (h) similar limitations on investment under this Agreement or under law pertaining to investments that may or should be made by a Trustee (including without limitation the provisions of Fla.Stats. §518.11 and successor provisions thereto that would characterize such investmentsas forbidden, imprudent, improper or unlawful). The Trustee shall not be responsible to any trust created hereunder or the beneficiaries thereof for any loss resulting from any such authorized investment, including without limitation loss engendered by the higher risk element of that particular entity, investment, or enterprise, the failure to invest in more conservative investments, the failure to diversify trust assets, the prudent investor rule or variant thereof. Notwithstanding any provisions for distributions to beneficiaries hereunder, if the Trustee determines that the future potential investment return from any illiquid or closely held investment asset warrants the retention of that investment asset or that sufficient value could not be obtained from the sale or other disposition of an illiquid or closely held investment asset, the Trustee is authorized to retain that asset and if necessary reduce the distributions to beneficiaries due to lack of sufficient liquid or marketable assets. However, the preceding provisions of this Subparagraph shall not be exercised in a manner as to jeopardize the availability of the estate tax marital deduction for assets passing to or held in the a trust for my surviving spouse or that would otherwise qualify for the estate tax marital deduction but for such provisions, shall not override any express powers hereunder of my surviving spouse to demand conversion of unproductive property to productive property, or reduce any income distributions otherwise required hereunder for a trust held for the benefit of my surviving spouse or a "qualified subchapter S trust" as that term is defined in Code Section 1361(d)(3).

3. Distributions. To make any division or distribution pro rata or non-pro rata, in cash or in kind, and to allocate undivided interests in property and dissimilar property (without regard to its tax basis) to different shares.

4. Management. To manage, develop, improve, partition or change the character of an asset or interest in property at any time; and to make ordinary and extraordinary repairs, replacements, alterations and improvements, structural or otherwise.

5. Borrowing. To borrow money from anyone on commercially reasonable terms, including entities owned in whole or in part by the trust, a Trustee, beneficiaries and other persons who may have a direct or indirect interest in a Trust; and to mortgage, margin, encumber and pledge real and personal property of a trust as security for the payment thereof, without incurring any personal liability thereon and to do so for a term within or extending beyond the terms of the trust and to renew, modify or extend existing borrowing on similar or different terms and with the same or different security without incurring any personal liability; and such borrowing from a Trustee may be with or without interest, and may be secured with a lien on trust assets.

6. Lending. To extend, modify or waive the terms of any obligation, bond or mortgage at any time forming a part of a trust and to foreclose any such mortgage; accept a conveyance of encumbered property, and take title to the property securing it by deed in lieu of foreclosure or otherwise and to satisfy or not satisfy the indebtedness securing said property; to protect or redeem any such property from forfeiture for nonpayment of taxes or other lien; generally, to exercise as to such bond, obligation or mortgage all powers that an absolute owner might exercise; and to loan funds to beneficiaries at commercially reasonable rates, terms and conditions.

7. Abandonment of Property. To abandon any property or asset when it is valueless or so encumbered or in such condition that it is of no benefit to a trust. To abstain from the payment of taxes, liens, rents, assessments, or repairs on such property and/or permit such property to be lost by tax sale, foreclosure or other proceeding or by conveyance for nominal or no consideration to anyone including a charity or by escheat to a state; all without personal liability incurred therefor.

8. Real Property Matters. To subdivide, develop or partition real estate; to purchase or sell real property and to enter into contracts to do the same; to dedicate the same to public use; to make or obtain the location of any plats; to adjust boundaries; to adjust differences in valuations on exchange or partition by giving or receiving consideration; and, to grant easements with or without consideration as the fiduciaries may determine; and to demolish any building, structures, walls and improvements, or to erect new buildings, structures, walls and improvements and to insure against fire and other risks; and to protect and conserve, or to lease, or to encumber, or otherwise to manage and dispose of real property to the extent such power is not otherwise granted herein or otherwise restricted herein.

9. Claims. To enforce, compromise, adjust, arbitrate, release or otherwise settle or pay any claims or demands by or against a trust.

10. Business Entities. To deal with any business entity or enterprise even if a Trustee is or may be a fiduciary of or own interests in said business entity or enterprise, whether operated in the form of a corporation, partnership, business trust, limited liability company, joint venture, sole

proprietorship, or other form (all of which business entities and enterprises are referred to herein as "***Business Entities***"). I vest the Trustee with the following powers and authority in regard to Business Entities:

a. To retain and continue to operate a Business Entity for such period as the Trustee deems advisable;

b. To control, direct and manage the Business Entities. In this connection, the Trustee, in its sole discretion, shall determine the manner and extent of its active participation in the operation and may delegate all or any part of its power to supervise and operate to such person or persons as the Trustee may select, including any associate, partner, officer or employee of the Business Entity;

c. To hire and discharge officers and employees, fix their compensation and define their duties; and similarly to employ, compensate and discharge agents, attorneys, consultants, accountants, and such other representatives as the Trustee may deem appropriate; including the right to employ any beneficiary or fiduciary in any of the foregoing capacities;

d. To invest funds in the Business Entities, to pledge other assets of a trust as security for loans made to the Business Entities, and to lend funds from a trust to the Business Entities;

e. To organize one or more Business Entities under the laws of this or any other state or country and to transfer thereto all or any part of the Business Entities or other property of a trust, and to receive in exchange such stocks, bonds, partnership and member interests, and such other securities or interests as the Trustee may deem advisable;

f. To treat Business Entities as separate from a trust. In a Trustee's accounting to any beneficiary, the Trustee shall only be required to report the earnings and condition of the Business Entities in accordance with standard business accounting practice;

g. To retain in Business Entities such net earnings for working capital and other purposes of the Business Entities as the Trustee may deem advisable in conformity with sound business practice;

h. To sell or liquidate all or any part of the Business Entities at such time and price and upon such terms and conditions (including credit) as the Trustee may determine. My Trustee is specifically authorised and empowered to make such sale to any person, including any partner, officer, or employee of the Business Entities, a fiduciary, or to any beneficiary; and

i. To guaranty the obligations of the Business Entities, or pledge assets of a trust to secure such a guaranty.

11. Principal and Income. To allocate items of income or expense between income and principal as permitted or provided by the laws of the State of Florida but without limiting the availability of the estate tax marital deduction, provided, unless otherwise provided in this instrument, the Trustee shall establish out of income and credit to principal reasonable reserves for depreciation, obsolescence and depletion, determined to be equitable and fair in accordance with some recognized reasonable and preferably uncomplicated trust accounting principle and; provided, further that the Trustee shall not be required to provide a rate of return on unproductive property unless otherwise provided in this instrument.

12. Life Insurance. With respect to any life insurance policies constituting an asset of a trust, to pay premiums; to apply dividends in reduction of such premiums; to borrow against the cash values thereof; to convert such policies into other forms of insurance, including paid-up insurance; to exercise any settlement options provided in any such policies; to receive the proceeds of any policy upon its maturity and to administer such proceeds as a part of the principal of the Trust; and in general, to exercise all other options, benefits, rights and privileges under such policies.

13. Continuing Power. To continue to have or exercise, after the termination of a trust, in whole or in part, and until final distribution thereof, all title, power, discretions, rights and duties conferred or imposed upon the Trustee by law or by this Agreement or during the existence of the trust.

14. Exoneration. To provide for the exoneration of the Trustee from any personal liability on account of any arrangement or contract entered into in a fiduciary capacity.

15. Agreements. To comply with, amend, modify or rescind any agreement made during my lifetime, including those regarding the disposition, management or continuation of any closely held unincorporated business, corporation, partnership or joint venture, and including the power to complete contracts to purchase and sell real estate.

16. Voting. To vote and give proxies, with power of substitution to vote, stocks, bonds and other securities, or not to vote a security.

17. Combination of Shares. To hold the several shares of a trust or several Trusts as a common fund, dividing the income proportionately among them, to assign undivided interests to the several shares or Trusts, and to make joint investments of the funds belonging to them. For such purposes and insofar as may be practicable, the Trustee, to the extent that division of the trust estate is directed hereby, may administer the trust estate physically undivided until actual division thereof becomes necessary to make distributions. The Trustee may hold, manage, invest and account for whole or fractional trust shares as a single estate, making the division thereof by appropriate entries in the books of account only, and may allocate to each whole or fractional trust share its proportionate part of all receipts and expenses; provided, however, this carrying of several Trusts as a single estate shall not defer the vesting in possession of any whole or fractional share of a trust for the beneficiaries thereof at the times specified herein.

18. Reimbursement. To reimburse itself from a trust for reasonable expenses incurred in the administration thereof.

19. Reliance Upon Communication. To rely, in acting under a trust, upon any letter, notice, certificate, report, statement, document or other paper, or upon any telephone, telegraph, cable, wireless or radio message, if believed by the Trustee to be genuine, and to be signed, sealed, acknowledged, presented, sent, delivered or given by or on behalf of the proper person, firm or corporation, without incurring liability for any action or inaction based thereon.

20. Assumptions. To assume, in the absence of written notice to the contrary from the person or persons concerned, that a fact or an event, by reason of which an interest or estate under a trust shall commence or terminate, does not exist or has not occurred, without incurring liability for any action or inaction based upon such assumption.

21. Service as Custodian. To serve as successor custodian for any beneficiary of any gifts that I may have made under any Transfer to Minors Act, if at the time of my death no custodian is named in the instrument creating the gift.

22. Removal of Assets. The Trustee may remove from the domiciliary state during the entire duration of a trust or for such lesser period as it may deem advisable, any cash, securities or other property at any time in its hands whether principal or not, and to take and keep the same outside the domiciliary state and at such place or places within or outside the borders of the United States as it may determine, without in any event being chargeable for any loss or depreciation to the trust which may result therefrom.

23. Change of Situs. The situs and/or applicable law of any trust created hereunder may be transferred to such other place as the Trustee may deem to be for the best interests of the trust estate. In so doing, the Trustee may resign and appoint a successor Trustee, but may remove such successor Trustee so appointed and appoint others. Each successor Trustee may delegate any and all fiduciary powers, discretionary and ministerial, to the appointing Trustee as its agent.

24. Fiduciary Outside Domiciliary State. In the event the Trustee shall not be able and willing to act as Trustee with respect to any property located outside the domiciliary state, the Trustee, without order of court, may appoint another individual or corporation (including any employee or agent of any appointing Trustee) to act as Trustee with respect to such property. Such appointed Trustee shall have all of the powers and discretions with respect to such property as are herein given to the appointing Trustee with respect to the remaining trust assets. The appointing Trustee may remove such appointed Trustee and appoint another upon ten (10) days notice in writing. All income from such property, and if such property is sold, exchanged or otherwise disposed of, the proceeds thereof, shall be remitted to the appointing Trustee, to be held and administered by it as Trustee hereunder. Such appointed Trustee may employ the appointing Trustee as agent in the administration of such property. No surety shall be required on the bond of the Trustee or agent acting under the provisions of this

paragraph. No periodic court accounting shall be required of such appointed Trustee, it being my intention to excuse any statutory accounting which may ordinarily be required.

25. Additions. To receive and accept additions to the Trusts in cash or in kind from donors, executors, administrators, Trustee or attorneys in fact, including additions of my property by the Trustee or others as my attorneys in fact.

26. Title and Possession. To have title to and possession of all real or personal property held in the Trusts, and to register or hold title to such property in its own name or in the name of its nominee, without disclosing its fiduciary capacity, or in bearer form.

27. Dealing with Estates. To use principal of the Trusts to make loans to my estate, with or without interest, and to make purchases from my estate.

28. Agents. To employ persons, including attorneys, auditors, investment advisers, and agents, even if they are the Trustee or associated with the Trustee, to advise or assist the Trustee in the performance of its administrative duties and to pay compensation and costs incurred in connection with such employment from the assets of the Trust; to act without independent investigation upon their recommendations; and, instead of acting personally, to employ one or more agents to perform any act of administration, whether or not discretionary.

29. Tax Elections. To file tax returns, and to exercise all tax-related elections and options at its discretion, without compensating adjustments or reimbursements between any of the Trusts or any of the trust accounts or any beneficiaries.

B. Resignation. A Trustee may resign with or without cause, by giving no less than 30 days advance written notice, specifying the effective date of such resignation, to its successor Trustee and to the persons required and in the manner provided under Fla.Stats. §§736.0705(1)(a) and 736.0109. As to any required recipient, deficiencies in fulfilling the foregoing resignation requirements may be waived in a writing signed by such recipient. Upon the resignation of a Trustee, such Trustee shall be entitled to reimbursement from the trust for all reasonable expenses incurred in the settlement of accounts and in the transfer of assets to his or her successor.

C. Appointment of Successor Trustee.

1. Appointment. Upon a Trustee's resignation, or if a Trustee becomes Disabled or for any reason ceases to serve as Trustee, I may appoint any person or persons as successor Trustee, and in default of such appointment by me, WILLIAM E. STANSBURY shall serve as successor Trustee. Notwithstanding the foregoing, if a named Trustee is not a U.S. citizen or resident at the time of commencement of his term as Trustee, such Trustee should give due consideration to declining to serve to avoid potential adverse U.S. income tax consequences by reason of the characterization of a trust hereunder as a foreign trust under the Code, but shall not be construed to have any duty to so decline if such Trustee desires to serve.

2. Specific Trusts. Notwithstanding the preceding provisions of this Subparagraph IV.C, subsequent to my death I specifically appoint the following person or persons as Trustee of the following Trusts under the following described circumstances provided that the foregoing appointments shall apply when and to the extent that no effective appointment is made below:

a. Trustee of Separate Trusts for My Grandchildren. Each grandchild of mine shall serve as co-Trustee with the immediate parent of such grandchild which parent is also a child of mine as to all separate trusts under which such grandchild is the sole current mandatory or discretionary income beneficiary upon attaining the age of twenty-five (25) years, and shall serve as sole Trustee of such trusts upon attaining the age of thirty-five (35) years. While serving alone as Trustee, a grandchild of mine may designate a co-Trustee that is not a Related or Subordinate Party to serve with such grandchild and such grandchild may remove and/or replace such co-Trustee with another that is not a Related or Subordinate Party from time to time.

b. Trustee of Separate Trusts for My Lineal Descendants Other Than My Grandchildren. In regard to a separate trust held for a lineal descendant of mine other than a grandchild of mine which lineal descendant is the sole current mandatory or discretionary income beneficiary, each such lineal descendant shall serve as co-Trustee, or sole Trustee if the preceding described Trustees cease or are unable to serve or to continue to serve, of his or her separate trust upon attaining age twenty-five (25) years. While serving alone as Trustee, a lineal descendant of mine other than a grandchild of mine may designate a co-Trustee to serve with such lineal descendant and such lineal descendant may remove and/or replace such co-Trustee with another from time to time.

3. Successor Trustees Not Provided For. Whenever a successor Trustee or co-Trustee is required and no successor or other functioning mechanism for succession is provided for under the terms of this Trust Agreement , the last serving Trustee or the last person or entity designated to serve as Trustee of the applicable trust may appoint his or her successor, and if none is so appointed, the following persons shall appoint a successor Trustee (who may be one of the persons making the appointment):

a. The remaining Trustees, if any; otherwise,

b. A majority of the permissible current mandatory or discretionary income beneficiaries, including the natural or legal guardians of any beneficiaries who are Disabled.

A successor Trustee appointed under this subparagraph shall not be a Related or Subordinate Party of the trust. The appointment will be by a written document executed by such person in the presence of two witnesses and acknowledged before a notary public delivered to the appointed Trustee and to me if I am living and not Disabled or in a valid last Will. Notwithstanding the foregoing, a designation under this Subparagraph of a successor trustee to a corporate or entity trustee shall be limited to a corporate or entity trustee authorized to serve as such under Florida law with assets under trust management of no less than one billion dollars.

4. Power to Remove Trustee. Subsequent to my death, the age 35 or older permissible current mandatory or discretionary income beneficiaries from time to time of any trust established hereunder shall have the power to unanimously remove a Trustee of such trust at any time with or without cause, other than a named Trustee or successor Trustee designated hereunder, or a Trustee appointed by me during my lifetime or under my Will or otherwise at the time of my death, with the successor Trustee to be determined in accordance with the foregoing provisions.

D. Method of Appointment of Trustee. Any such appointment of a successor Trustee by a person shall be made in a written instrument executed by such person in the presence of two witnesses and acknowledged before a notary public which is delivered to such appointed Trustee during the lifetime of the person making such appointment, or any such appointment of a successor Trustee by a person may be made under the last Will of such person.

E. Limitations on Removal and Replacement Power. Any power to remove and/or replace a trustee hereunder that is granted to an individual (including such power when reserved to me) is personal to that individual and may not be exercised by a guardian, power of attorney holder, or other legal representative or agent.

F. Successor Fiduciaries. No Trustee is responsible for, nor has any duty to inquire into, the administration, acts or omissions of any executor, administrator, Personal Representative, or trustee or attorney-in-fact adding property to these Trusts, or of any predecessor Trustee. Each successor Trustee has all the powers, privileges, immunities, rights and title (without the execution of any instrument of transfer or any other act by any retiring Trustee) and all the duties of all predecessors.

G. Liability and Indemnification of Trustee.

1. Liability in General. No individual Trustee (that is, a Trustee that is not a corporation or other entity) shall be liable for any of his or her actions or failures to act as Trustee, even if the individual Trustee is found by a court to have been negligent or in breach of fiduciary duty, except for liability caused by his or her actions or failures to act done in bad faith or with reckless indifference to the purposes of the trust or the interests of the beneficiaries. Each Trustee that is a corporation or other entity will be liable for its actions or failures to act that are negligent or that breach its fiduciary duty, without contribution by any individual Trustee.

2. Indemnification of Trustee. Except in regard to liabilities imposed on a Trustee under Subparagraph IV.G.1, each Trustee shall be held harmless and indemnified from the assets of the trust for any liability, damages, attorney's fees, expenses, and costs incurred as a result of its service as Trustee. A Trustee who ceases to serve for any reason will be entitled to receive reasonable security from the assets of the trust to protect it from liability, and may enforce these provisions for indemnification against the current Trustee or against any assets held in the trust, or if the former Trustee is an individual and not a corporation or other entity, against any beneficiary to the extent of distributions received by that beneficiary. This indemnification right extends to the estate, personal representatives, legal successors and assigns of a Trustee.

3. Indemnification of Trustee - Additional Provisions. I recognize that if a beneficiary accuses a Trustee of wrongdoing or breach of fiduciary duty, the Trustee may have a conflict of interest that ordinarily would prevent it from paying legal fees and costs from the trust estate to defend itself. I do not want to put a financial burden on any individual named to serve as a Trustee. Just as important, I do not want an individual who has been selected to serve as a Trustee to be reluctant to accept the position, or while serving to be intimidated in the performance of the Trustee's duties because of the threats of lawsuits that might force the Trustee to pay fees and costs from the Trustee's personal resources. For this reason, I deliberately and intentionally waive any such conflict of interest with respect to any individual serving as Trustee so that he or she can hire counsel to defend himself or herself against allegations of wrongdoing or if sued for any reason (whether by a beneficiary or by someone else) and pay all fees and costs for his or her defense from the trust estate until the dispute is resolved. I understand and agree that a court may award, disallow or allocate fees and costs in whole or in part after the dispute is resolved, as provided by law. The Trustee will account for all such fees and costs paid by it as provided by law. This provision shall not apply to any Trustee that is a corporation or other entity.

H. Compensation, Bond. Each Trustee is entitled to be paid reasonable compensation for services rendered in the administration of the trust. Reasonable compensation for a non-individual Trustee will be its published fee schedule in effect when its services are rendered unless otherwise agreed in writing, and except as follows. Any fees paid to a non-individual Trustee for making principal distributions, for termination of the trust, and upon termination of its services must be based solely on the value of its services rendered, not on the value of the trust principal. During my lifetime the Trustee's fees are to be charged wholly against income (to the extent sufficient), unless directed otherwise by me in writing. Each Trustee shall serve without bond.

I. Maintenance of Records. The Trustee shall maintain accurate accounts and records. It shall render annual statements of the receipts and disbursements of income and principal of a trust upon the written request of any adult vested beneficiary of such trust or the guardian of the person of any vested beneficiary and the approval of such beneficiary shall be binding upon all persons then or thereafter interested in such trust as to the matters and transactions shown on such statement. The Trustee may at any time apply for a judicial settlement of any account. No Trustee shall be required to file any statutory or other periodic accountings of the administration of a trust.

J. Interested Trustee. The Trustee may act under this Agreement even if interested in these Trusts in an individual capacity, as a fiduciary of another trust or estate (including my estate) or in any other capacity. The Trustee may in good faith enter into a sale, encumbrance, or other transaction involving the investment or management of trust property for the Trustee's own personal account or which is otherwise affected by a conflict between the Trustee's fiduciary and personal interests, without liability and without being voidable by a beneficiary. The Trustee is specifically authorized to make loans to, to receive loans from, or to sell, purchase or exchange assets in a transaction with (i) the Trustee's spouse, (ii) the Trustee's children or grandchildren, siblings, parents, or spouses of such persons, (iii) an officer, director, employee, agent, or attorney of the Trustee, or (iv) a corporation, partnership, limited liability company, or other business entity in which the Trustee has a financial interest, provided that in any transaction the trusts hereunder receive fair and adequate consideration in

money or money's worth. The Trustee may renounce any interest or expectancy of a trust in, or an opportunity to participate in, specified business opportunities or specified classes or categories of business opportunities that are presented to the Trustee. Such renunciation shall not prohibit the Trustee from participating in the Trustee's individual capacity in such opportunity or expectancy.

K. **Third Parties**. No one dealing with the Trustee need inquire into its authority or its application of property.

L. **Merger of Trusts**. If the Trustee is also trustee of a trust established by myself or another person by will or trust agreement, the beneficiaries to whom income and principal may then be paid and then operative terms of which are substantially the same as those of a trust held under this Agreement, the Trustee in its discretion may merge either such trust into the other trust. The Trustee, in exercising its discretion, shall consider economy of administration, convenience to the beneficiaries, tax consequences and any other factor it considers important. If it is later necessary to reestablish the merged trust as separate trusts, it shall be divided proportionately to the value of each trust at the time of merger.

M. **Multiple Trustees**. If two Trustees are serving at any time, any power or discretion of the Trustees may be exercised only by their joint agreement. Either Trustee may delegate to the other Trustee the authority to act on behalf of both Trustees and to exercise any power held by the Trustees. If more than two Trustees are serving at any time, and unless unanimous agreement is specifically required by the terms of this Trust Agreement, any power or discretion of the Trustees may be exercised only by a majority. The Trustees may delegate to any one or more of themselves the authority to act on behalf of all the Trustees and to exercise any power held by the Trustees. Trustees who consent to the delegation of authority to other Trustees will be liable for the consequences of the actions of those other Trustees as if the consenting Trustees had joined the other Trustees in performing those actions. A dissenting Trustee who did not consent to the delegation of authority to another Trustee and who has not joined in the exercise of a power or discretion cannot be held liable for the consequences of the exercise. A dissenting Trustee who joins only at the direction of the majority will not be liable for the consequences of the exercise if the dissent is expressed in writing delivered to any of the other Trustees before the exercise of that power or discretion.

ARTICLE V. ADDITIONAL TAX AND RELATED MATTERS

A. **GST Trusts**. I direct (a) that the Trustee shall divide any trust to which there is allocated any GST exemption into two separate Trusts (each subject to the provisions hereof) so that the generation-skipping tax inclusion ratio of one such trust is zero, (b) any property exempt from generation-skipping taxation shall be divided as otherwise provided herein and held for the same persons designated in Trusts separate from any property then also so divided which is not exempt from generation-skipping taxation, and (c) if upon the death of a beneficiary a taxable termination would otherwise occur with respect to any property held in trust for him or her with an inclusion ratio greater than zero, such beneficiary shall have with respect only to such property a power to appoint such

fractional share thereof which if included in such beneficiary's gross estate for federal estate tax purposes (without allowing any deduction with respect to such share) would not be taxed at the highest federal estate tax rate and such fractional share of such property shall be distributed to such persons including only such beneficiary's estate, spouse, and issue, as such beneficiary may appoint, and any part of a trust such beneficiary does not effectively appoint shall be treated as otherwise provided for disposition upon his or her death, provided, if upon his or her death two or more Trusts for his or her benefit are directed to be divided among and held or distributed for the same persons and the generation-skipping tax inclusion ratio of any such trust is zero, the amount of any other such Trust to which there is allocated any of such beneficiary's GST exemption shall be added to the Trusts with generation-skipping tax inclusion ratios of zero in equal shares. For purposes of funding any pecuniary payment to which there is allocated any GST exemption, such payment shall be satisfied with cash or property which fairly represents appreciation and depreciation (occurring between the valuation date and the date of distribution) in all of the assets from which such distribution could be made, and any pecuniary payment made before a residual transfer of property to which any GST exemption is allocated shall be satisfied with cash or property which fairly represents appreciation and depreciation (occurring between the valuation date and the date of distribution) in all of the assets from which such pecuniary payment could be satisfied and shall be allocated a pro rata share of income earned by all such assets between the valuation date and the date of payment. Except as otherwise expressly provided herein, the valuation date with respect to any property shall be the date as of which its value is determined for federal estate tax purposes with respect to the transferor thereof, and subject to the foregoing, property distributed in kind in satisfaction of any pecuniary payment shall be selected on the basis of the value of such property on the valuation date. All terms used in this paragraph which are defined or explained in Chapter 13 of the Code or the regulations thereunder shall have the same meaning when used herein. I request (but do not require) that if two or more Trusts are held hereunder for any person, no principal be paid to such person from the Trusts with the lower inclusion ratios for generation-skipping tax purposes unless the trust with the highest inclusion ratio has been exhausted by use, consumption, distribution or otherwise or is not reasonably available. The Trustee is authorized and directed to comply with the provisions of the Treasury Regulations interpreting the generation skipping tax provisions of the Code in severing or combining any trust, creating or combining separate trust shares, allocating GST exemption, or otherwise, as necessary to best accomplish the foregoing allocations, inclusion ratios, combinations, and divisions, including, without limitation, the payment of "appropriate interest" as determined by the Trustee as that term is applied and used in said Regulations.

B. **Individual Retirement Accounts**. In the event that this trust or any trust created under this Agreement is the beneficiary of an Individual retirement account established and maintained under Code Section 408 or a qualified pension, profit sharing or stock bonus plan established and maintained under Code Section 401 (referred to in this paragraph as "IRA"), the following provisions shall apply to such trust:

1. I intend that the beneficiaries of such trust shall be beneficiaries within the meaning of Code Section 401(a)(9) and the Treasury Regulations thereunder. All provisions of such trust shall be construed consistent with such intent. Accordingly, the following provisions shall apply to such trust:

a. No benefits from any IRA may be used or applied for the payment of any debts, taxes or other claims against my estate as set forth in the later paragraph captioned "Taxes", unless other assets of this trust are not available for such payment.

b. In the event that a beneficiary of any trust created under this Agreement has a testamentary general power of appointment or a limited power of appointment over all or any portion of any trust established under this Agreement, and if such trust is the beneficiary of any benefits from any IRA, the beneficiary shall not appoint any part of such trust to a charitable organization or to a lineal descendant of mine (or a spouse of a lineal descendant of mine) who is older than the beneficiary whose life expectancy is being used to calculate distributions from such IRA.

2. The Trustee shall deliver a copy of this Agreement to the custodian of any IRA of which this trust or any trust created under this Agreement is the named beneficiary within the time period prescribed Code Section 401(a)(9) and the Treasury Regulations thereunder, along with such additional items required thereunder. If the custodian of the IRA changes after a copy of this Agreement has been provided pursuant to the preceding sentence, the Trustee shall immediately provide a copy of this Agreement to the new custodian. The Trustee shall request each custodian to complete a receipt of the Agreement and shall attach such receipt to this Agreement. The Trustee shall provide a copy of each amendment of this Agreement to the custodian and shall obtain a receipt of such amendment.

C. **Gift Transfers Made From Trust During My Lifetime**. I direct that all gift transfers made from the trust during my lifetime be treated for all purposes as if the gift property had been first withdrawn by (or distributed to) me and then transferred by me to the donees involved. Thus, in each instance, even where title to the gift property is transferred directly from the name of the trust (or its nominee) into the name of the donee, such transfer shall be treated for all purposes as first a withdrawal by (or distribution of the property to) me followed by a gift transfer of the property to the donee by me as donor, the Trustee making the actual transfer in my behalf acting as my attorney in fact, this paragraph being, to that extent, a power of attorney from me to the Trustee to make such transfer, which power of attorney shall not be affected by my Disability, incompetence, or incapacity.

D. **Gifts**. If I am Disabled, I authorize the Trustee to make gifts from trust property during my lifetime for estate planning purposes, or to distribute amounts to my legally appointed guardian or to my attorney-in-fact for those purposes, subject to the following limitations:

1. Recipients. The gifts may be made only to my lineal descendants or to trusts primarily for their benefit, and in aggregate annual amounts to any one such recipient that do not exceed the exclusion amount provided for under Code Section 2503(b).

2. Trustee Limited. When a person eligible to receive gifts is serving as Trustee, the aggregate of all gifts to that person during the calendar year allowable under the preceding subparagraph 1. shall thereafter not exceed the greater of Five Thousand Dollars ($5,000), or five percent (5%) of the aggregate value of the trust estate. However, gifts completed prior to a recipient's commencing to serve as Trustee shall not be affected by this limitation.

3. Charitable Pledges. The Trustee may pay any charitable pledges I made while I was not Disabled (even if not yet due).

E. Death Costs. If upon my death the Trustee hold any United States bonds which may be redeemed at par in payment of federal estate tax, the Trustee shall pay the federal estate tax due because of my death up to the amount of the par value of such bonds and interest accrued thereon at the time of payment. The Trustee shall also pay from the trust all of my following death costs, but if there is an acting executor, administrator or Personal Representative of my estate my Trustee shall pay only such amounts of such costs as such executor, administrator or Personal Representative directs:

1. my debts which are allowed as claims against my estate,

2. my funeral expenses without regard to legal limitations,

3. the expenses of administering my estate,

4. the balance of the estate, inheritance and other death taxes (excluding generation-skipping transfer taxes unless arising from direct skips), and interest and penalties thereon, due because of my death with respect to all property whether or not passing under my Will or this Agreement (other than property over which I have a power of appointment granted to me by another person, and qualified terminable interest property which is not held in a trust that was subject to an election under Code Section 2652(a)(3) at or about the time of its funding) and life insurance proceeds on policies insuring my life which proceeds are not held under this trust or my probate estate at or by reason of my death), and

5. any gifts made in my Will or any Codicil thereto.

The Trustee may make any such payment either to my executor, administrator or Personal Representative or directly to the proper party. The Trustee shall not be reimbursed for any such payment, and is not responsible for the correctness or application of the amounts so paid at the direction of my executor, administrator, or Personal Representative. The Trustee shall not pay any of such death costs with any asset which would not otherwise be included in my gross estate for federal or state estate or inheritance tax purposes, or with any asset which otherwise cannot be so used, such as property received under a limited power of appointment which prohibits such use. Further, no payment of any such death costs shall be charged against or paid from the tangible personal property disposed of pursuant to the prior paragraph captioned "Disposition of Tangible Personal Property."

F. Subchapter S Stock. Regardless of anything herein to the contrary, in the event that after my death the principal of a trust includes stock in a corporation for which there is a valid election to be treated under the provisions of Subchapter S of the Code, the income beneficiary of such a trust is a U.S. citizen or U.S. resident for federal income tax purposes, and such trust is not an "electing small business trust" under Code Section 1361(e)(1) in regard to that corporation, the Trustee shall (a) hold such stock as a substantially separate and independent share of such trust within the meaning of Code Section

663(c), which share shall otherwise be subject to all of the terms of this Agreement, (b) distribute all of the income of such share to the one income beneficiary thereof in annual or more frequent installments, (c) upon such beneficiary's death, pay all accrued or undistributed income of such share to the beneficiary's estate, (d) distribute principal from such share during the lifetime of the income beneficiary only to such beneficiary, notwithstanding any powers of appointment granted to any person including the income beneficiary, and (e) otherwise administer such share in a manner that qualifies it as a "qualified Subchapter S trust" as that term is defined in Code Section 1361(d)(3), and shall otherwise manage and administer such share as provided under this Agreement to the extent not inconsistent with the foregoing provisions of this paragraph.

G. **Residence as Homestead**. I reserve the right to reside upon any real property placed in this trust as my permanent residence during my life, it being the intent of this provision to retain for myself the requisite beneficial interest and possessory right in and to such real property to comply with Section 196.041 of the Florida Statutes such that said beneficial interest and possessory right constitute in all respects "equitable title to real estate" as that term is used in Section 6, Article VII of the Constitution of the State of Florida. Notwithstanding anything contained in this trust to the contrary, for purposes of the homestead exemption under the laws of the State of Florida, my interest in any real property in which I reside pursuant to the provisions of this trust shall be deemed to be an interest in real property and not personalty and shall be deemed my homestead.

[remainder of page intentionally left blank]

DRAFT: May 24, 2012

==========

IN WITNESS WHEREOF, the parties hereto have executed this Amended and Restated Trust Agreement on the date first above written.

SETTLOR and TRUSTEE:

_____
SIMON L. BERNSTEIN

This instrument was signed by SIMON L. BERNSTEIN in our presence, and at the request of and in the presence of SIMON L. BERNSTEIN and each other, we subscribe our names as witnesses on this ____ day of _____, 2012:

_____
Print Name:_____
Address:_____
_____
_____

_____
Print Name:_____
Address:_____
_____
_____

STATE OF FLORIDA
SS.
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ___ day of _____, 2012, by SIMON L. BERNSTEIN.

_____
Signature - Notary Public-State of Florida

[Seal with Commission Expiration Date]

_____
Print, type or stamp name of Notary Public

Personally Known _____ or Produced Identification _____
Type of Identification Produced _____

FedEx.

Shipment Receipt
Address Information

Ship to:	**Ship from:**
Mr. Simon Bernstein	Lauren Galvani
7020 LIONS HEAD LN	4855 Technology Way Suite 720
BOCA RATON, FL 33496-5931 US 561-447-9991	Boca Raton, FL 33431 US 5619977008

Shipping Information
Tracking number: 798433420964
Ship date: 05/24/2012
Estimated shipping charges: 14.76

Package Information
Service type: Standard Overnight
Package type: FedEx Envelope
Number of packages: 1
Total weight: 1LBS
Declared value: 0.00USD
Special Services: Residential Delivery
Pickup/Drop-off: Drop off package at FedEx location

Billing Information
Bill transportation to: MyAccount-343
Your reference: Bernstein - 1187
P.O. no.:
Invoice no.:
Department no.:

Thank you for shipping online with Fedex ShipManager at fedex.com.

Please Note

FedEx will not be responsible for any claim in excess of $100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of $100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is $500, e.g., jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits. Consult the applicable FedEx Service Guide for details.
The estimated shipping charge may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable FedEx Service Guide or the FedEx Rate Sheets for details on how shipping charges are calculated.

Kimberly Moran

From: Diana Banks [diana@lifeinsuranceconcepts.com]
Sent: Wednesday, May 23, 2012 4:11 PM
To: Craig, Janet; Robert Spallina
Cc: Worth, Hunt; Sigalos, Janet; Kimberly Moran
Subject: RE: Bernstein Terminations - Update
Attachments: Iantoni, J Transfer Docs_Executed.pdf

Julia's docs attached. Originals to follow.

Diana Banks - Vice President of Administration

. . . . . .

Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, FL 33487
Tel: 561.988.8984
Toll Free: 866.395.8984
Fax: 561.988.0833
Email: Diana@LifeInsuranceConcepts.com

www.LifeInsuranceConcepts.com

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From: Craig, Janet [mailto:Janet.Craig@opco.com]
Sent: Wednesday, May 23, 2012 1:34 PM
To: Diana Banks; 'Robert Spallina'
Cc: Worth, Hunt; Sigalos, Janet; Kimberly Moran
Subject: RE: Bernstein Terminations - Update

Yes, all are still outstanding.

Thank you for the update on the K-1. I thought that might be the answer.

Janet Craig, CTFA
Senior Vice President & Compliance Officer
Oppenheimer Trust Company
18 Columbia Turnpike
Florham Park, NJ 07932
Tel: 973-245-4635
Fax: 973-245-4699

Email: Janet.Craig@opco.com

From: Diana Banks [mailto:diana@lifeinsuranceconcepts.com]
Sent: Wednesday, May 23, 2012 1:31 PM
To: Craig, Janet; 'Robert Spallina'
Cc: Worth, Hunt; Sigalos, Janet; Kimberly Moran
Subject: RE: Bernstein Terminations - Update

Janet, all are items below still outstanding? Also, the K-1's for LIC are not yet available. . Thank you, Diana

Diana Banks - Vice President of Administration

. . . . . .

Life!

Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, FL 33487
Tel: 561.988.8984
Toll Free: 866.395.8984
Fax: 561.988.0833
Email: Diana@LifeInsuranceConcepts.com

www.LifeInsuranceConcepts.com

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From: Craig, Janet [mailto:Janet.Craig@opco.com]
Sent: Tuesday, May 01, 2012 4:24 PM
To: Simon Bernstein; 'Robert Spallina'; Diana Banks
Cc: Worth, Hunt; Sigalos, Janet
Subject: Bernstein Terminations - Update

As we have not spoken in a while, I wanted to update you on our progress with these accounts.

At your earliest convenience, please forward the 2011 K-1s for LIC Holdings. Fiduciary tax returns for all 10 accounts are on extension.

This is the status on each of the accounts:

- Trust fbo Molly Simon – We have received the executed Refunding, Release and Receipt document signed by the family member. We have not received a Removal and Appointment Document. JPMorgan has not signed off on the documentation. Molly's 50% distribution at age 21 is pending one final request.
- Trusts FBO Joshua Bernstein, Jacob Bernstein, Daniel Bernstein and Eric Bernstein - We have received the executed Refunding, Release and Receipt document signed by the family member as well as the Removal and Appointment Document. JPMorgan has not signed off on the documentation.
- Trusts FBO Alexandra Bernstein, Michael Bernstein, Carly Friedstein, Max Friedstein and Julia

Iantoni – No documentation received.

We are looking to complete our administration in an orderly and appropriate fashion. I am requesting your assistance in obtaining the appropriate documentation and forwarding it to us so that we can release the assets. I look forward to hearing from you.

Janet Craig, CTFA
Senior Vice President & Compliance Officer
Oppenheimer Trust Company
18 Columbia Turnpike
Florham Park, NJ 07932
Tel: 973-245-4635
Fax: 973-245-4699
Email: Janet.Craig@opco.com

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RECEIPT, RELEASE, AND REFUNDING AGREEMENT

WHEREAS, Simon Bernstein, as Grantor, established a certain Trust for the benefit of his grandchild, JULIA IANTONI (the "Beneficiary") under an agreement dated September 7, 2006, (the Trust and the Trust Agreement collectively referred to hereinafter as the "Trust"); and

WHEREAS, pursuant to the Trust, Oppenheimer Trust Company (the "Trustee"), a limited purpose trust company, organized under the laws of the State of New Jersey, was appointed Trustee of the Trust, is the Trustee; and

WHEREAS, the Trustee has provided the Beneficiary with monthly statements for the Account and the Parties have received said statements; and

WHEREAS, the Trustee has provided the Beneficiary with a statement of Principal received in and paid out of the Account, income earned during the Trustee's term and expenses paid and said statement is attached hereto and incorporated herein; and

WHEREAS, the Parties now desire to settle the Trustee's account of proceedings of the Trust based on the above-described information with this Receipt, Release and Refunding Agreement, to avoid the delay and expense of a judicial accounting; and

WHEREAS, the Trustee has been asked and now intends to deliver the assets to the Successor Trustee, JP Morgan Chase; and

WHEREAS, the Beneficiary has been advised by Trustee to consult with an attorney and have consulted with an attorney or chosen not to do so; and

WHEREAS, the Beneficiary thus voluntarily waives the necessity of a formal judicial accounting; and

NOW, THEREFORE, in consideration of the premises and of the mutual agreement of the Beneficiary and the Trustee to waive a judicial settlement of the account of proceedings and other good and valuable consideration, the receipt of which is hereby acknowledged, it is hereby agreed as follows:

(1) The Beneficiary, heirs, legal representatives, Executors, Administrators, successors and assigns, releases, remises and forever discharges the Trustee, individually and as Trustee of the Trust, of and from any claims, demands or liabilities whatsoever that the Parties have or might have, or which their successors now have or might have, by reason of the acts and proceedings of the Trustee as set forth herein and in the attached statement.

(2) In consideration of the payments and distributions made to the Beneficiary by the Trustee, the Beneficiary and Successor Trustee, JP Morgan Chase, agree that if at any time hereafter it appears that there may be any claims for estate, gift, income or other taxes of any kind, administration expenses, or other lawful claims by whomsoever asserted, which may be or become payable by the Trust or for which the Trust or the Trustee may be liable in law or equity, each of the undersigned Parties will repay and refund to the Trustee upon demand from him, out of the aforementioned property distribution to such Party, or out of the proceeds of the investment or reinvestment thereof, his or her proportionate share of the amount of the aggregate of all such taxes, administration expenses, and other lawful claims.

IN WITNESS WHEREOF, the parties hereto have executed this Receipt, Release and Refunding Agreement as of the date appearing next to their name.

By: _____ Dated: 5-23-12

Beneficiary or Parent

Name: GUY IANTONI

Notary: _____

OFFICIAL SEAL
SANDRA B IANTONI
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:01/05/14

_____ Dated: _____

JP Morgan Chase

Name:

Title:

Date:

Notary:

Simon Bernstein Trust Under Agreement dated _____
fbo JULIA IANTONI
Removal of Trustee
Appointment of Successor Trustee
Acceptance of Appointment

WHEREAS, Simon Bernstein did, as Settlor, create the Trust for the benefit of his grandchild, as Beneficiary and;

WHEREAS, Oppenheimer Trust Company is the Trustee of the Trust; and

WHEREAS, Simon Bernstein, as Grantor, wishes that JP Morgan Chase become the Successor Trustee to Oppenheimer Trust Company; and

WHEREAS, Under Section 5.3 of the Trust, a Parent of a Beneficiary of each Trust may name a Successor Trustee; and

THEREFORE: GUY IANTONI, as Parent, of the Beneficiary, JULIA IANTONI who is a minor, hereby Removes Oppenheimer Trust Company as Trustee and Appoints JP Morgan Chase to serve as Successor Trustee to Oppenheimer Trust Company; and

THEREFORE: JP Morgan Chase hereby Accepts its Appointment as Successor Trustee to Oppenheimer Trust Company

Parent

Name: GUY IANTONI

Date: 5-23-12

Notary:

OFFICIAL SEAL
SANDRA B IANTONI
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:01/06/14

By: JP Morgan Chase

Name:

Title:

Date:

Notary:

May 21, 2012

Personal and Confidential

Via Federal Express
Mr. Simon Bernstein
7020 Lions Head Lane
Boca Raton, FL 33496

Re: Estate Planning

Dear Si:

We have prepared you drafts of a new Will and an Amended and Restated Trust Agreement. Under the terms of your Will, any items of personal property that you do not designate by a separate written memorandum will be divided in equal shares between your children as they see fit. If they cannot decide who will retain certain items of this property, your Personal Representative, William Stansbury, will make the final decisions. In addition, you have exercised the special power of appointment granted to you under Shirley's Trust Agreement in favor of your grandchildren who survive you. Upon your death, the remaining assets of the Shirley Bernstein Marital Trust and the Shirley Bernstein Family Trust will be distributed in equal shares to the then serving Trustees of the separate trusts established for your grandchildren under your Amended and Restated Trust Agreement.

Your Amended and Restated Trust Agreement provides that upon your death, your assets will be divided among and held in separate trusts for your then living grandchildren. Pursuant to the definition of grandchildren under your Trust Agreement, any grandchildren who are not adopted prior to attaining 12 years of age by a child of yours are excluded as beneficiaries of your Trust. The separate trusts for your grandchildren will provide them with discretionary distributions of net income and principal for their Welfare, a broad standard. Upon the death of a grandchild, he or she can direct the remaining assets of his or her trust to one or more your lineal descendants (other than your children). If a grandchild does not appoint the assets upon his or her death, these assets will be distributed to his or her children. If such deceased grandchild does not have children, these assets will be divided equally and distributed to separate trusts for your surviving grandchildren. If you would like your grandchildren to have the power to direct assets to spouses, please let us know.

You are the Grantor and Trustee of your Trust and William Stansbury is designated as your

successor Trustee. Your children will serve as sole Trustees of their respective children's trusts until such grandchildren become co-Trustees upon attaining 25 years of age. At age 35, a grandchild will serve as sole Trustee of his or her separate trust and may appoint and replace co-Trustees that are not Related or Subordinate Parties, as defined under the document, to serve with him or her. Separate trusts for lineal descendants other than your grandchildren will serve as co-Trustees or sole Trustees of their separate trust at age ~~35~~ 25.

If you have any questions or if there are any changes you would like to make, please let us know. We look forward to hearing from you.

Sincerely,

ROBERT L. SPALLINA

RLS/lag

Enclosure(s)

WILL OF

SIMON L. BERNSTEIN

I, SIMON L. BERNSTEIN, of Palm Beach County, Florida, hereby revoke all my prior Wills and Codicils and make this Will. I am a widower, but in the event that I marry subsequent to the execution of this Will, I specifically make no provision for my spouse. My children are TED S. BERNSTEIN, PAMELA B. SIMON, ELIOT BERNSTEIN, JILL IANTONI and LISA S. FRIEDSTEIN.

ARTICLE I. TANGIBLE PERSONAL PROPERTY

I give such items of my tangible personal property to such persons as I may designate in a separate written memorandum prepared for this purpose. I give to my children who survive me, divided among them as they agree, or if they fail to agree, divided among them by my Personal Representatives in as nearly equal shares as practical my personal effects, jewelry, collections, household furnishings and equipment, automobiles and all other non-business tangible personal property other than cash, not effectively disposed of by such memorandum, and if no child of mine survives me, this property shall pass with the residue of my estate.

ARTICLE II. EXERCISE OF POWER OF APPOINTMENT

Under Subparagraph E.1. of Article II. of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008, (the "***Shirley Trust***"), I was granted a special power of appointment upon my death to direct the disposition of the remaining assets of the Marital Trust and the Family Trust established under the Shirley Trust. Pursuant to the power granted to me under the Shirley Trust, upon my death, I hereby direct the then serving Trustees of the Marital Trust and the Family Trust to divide the remaining trust assets into equal shares for my then living grandchildren and distribute said shares to the then serving Trustees of their respective trusts established under Subparagraph II.B. of my Existing Trust, as referenced below, and administered pursuant to Subparagraph II.C. thereunder.

ARTICLE III. RESIDUE OF MY ESTATE

I give all the residue of my estate, including my homestead, to the Trustee then serving under my revocable Trust Agreement dated May 20, 2008, as amended and restated from time to time and on even date herewith (the "***Existing Trust***"), as Trustee without bond, but I do not exercise any powers of appointment held by me except as provided in Article II., above, and in the later paragraph titled "Death Costs." The residue shall be added to and become a part of the Existing Trust, and shall be held under

the provisions of said Agreement in effect at my death, or if this is not permitted by applicable law or the Existing Trust is not then in existence, under the provisions of said Agreement as existing today. If necessary to give effect to this gift, but not otherwise, said Agreement as existing today is incorporated herein by reference.

ARTICLE IV. PERSONAL REPRESENTATIVES

1. **Appointment and Bond.** I appoint WILLIAM E. STANSBURY as my Personal Representative (the "***fiduciary***"). Each fiduciary shall serve without bond and have all of the powers, privileges and immunities granted to my fiduciary by this Will or by law, provided, however, that my fiduciary shall exercise all powers in a fiduciary capacity.

2. **Powers of Personal Representatives.** My fiduciary may exercise its powers without court approval. No one dealing with my fiduciary need inquire into its authority or its application of property. My fiduciary shall have the following powers:

a. Investments. To sell or exchange at public or private sale and on credit or otherwise, with or without security, and to lease for any term or perpetually, any property, real and personal, at any time forming a part of my probate estate (the "***estate***"); to grant and exercise options to buy or sell; to invest or reinvest in real or personal property of every kind, description and location; and to receive and retain any such property whether originally a part of the estate, or subsequently acquired, even if a fiduciary is personally interested in such property, and without liability for any decline in the value thereof; all without limitation by any statutes or judicial decisions, whenever enacted or announced, regulating investments or requiring diversification of investments.

b. Distributions or Divisions. To distribute directly to any beneficiary who is then entitled to distribution under the Existing Trust; to make any division or distribution pro rata or non-pro rata, in cash or in kind; and to allocate undivided interests in property and dissimilar property (without regard to its tax basis) to different shares, and to make any distribution to a minor or any other incapacitated person directly to such person, to his or her legal representative, to any person responsible for or assuming his or her care, or in the case of a minor to an adult person or an eligible institution (including a fiduciary) selected by my fiduciary as custodian for such minor under the Uniform Transfers to Minors Act or similar provision of law. The receipt of such payee is a complete release to the fiduciary.

c. Management. To manage, develop, improve, partition or change the character of or abandon an asset or interest in property at any time; and to make ordinary and extraordinary repairs, replacements, alterations and improvements, structural or otherwise.

d. Borrowing. To borrow money from anyone on commercially reasonable terms, including a fiduciary, beneficiaries and other persons who may have a direct or indirect interest in the estate; and to mortgage, margin, encumber and pledge real and personal property of the estate as security

for the payment thereof, without incurring any personal liability thereon and to do so for a term within or extending beyond the terms of the estate and to renew, modify or extend existing borrowing on similar or different terms and with the same or different security without incurring any personal liability; and such borrowing from my fiduciary may be with or without interest, and may be secured with a lien on the estate assets or any beneficiary's interest in said assets.

e. Lending. To extend, modify or waive the terms of any obligation, bond or mortgage at any time forming a part of the estate and to foreclose any such mortgage; accept a conveyance of encumbered property, and take title to the property securing it by deed in lieu of foreclosure or otherwise and to satisfy or not satisfy the indebtedness securing said property; to protect or redeem any such property from forfeiture for nonpayment of taxes or other lien; generally, to exercise as to such bond, obligation or mortgage all powers that an absolute owner might exercise; and to loan funds to beneficiaries at commercially reasonable rates, terms and conditions.

f. Abandonment of Property. To abandon any property or asset when it is valueless or so encumbered or in such condition that it is of no benefit to the estate. To abstain from the payment of taxes, liens, rents, assessments, or repairs on such property and/or permit such property to be lost by tax sale, foreclosure or other proceeding or by conveyance for nominal or no consideration to anyone including a charity or by escheat to a state; all without personal liability incurred therefor.

g. Real Property Matters. To subdivide, develop or partition real estate; to dedicate the same to public use; to make or obtain the location of any plats; to adjust boundaries; to adjust differences in valuations on exchange or partition by giving or receiving consideration; and, to grant easements with or without consideration as they may determine; and to demolish any building, structures, walls and improvements, or to erect new buildings, structures, walls and improvements and to insure against fire and other risks.

h. Claims. To enforce, compromise, adjust, arbitrate, release or otherwise settle or pay any claims or demands by or against the estate.

i. Business Entities. To deal with any business entity or enterprise even if a fiduciary is or may be a fiduciary of or own interests in said business entity or enterprise, whether operated in the form of a corporation, partnership, business trust, limited liability company, joint venture, sole proprietorship, or other form (all of which business entities and enterprises are referred to herein as "***Business Entities***"). I vest the fiduciary with the following powers and authority in regard to Business Entities:

i. To retain and continue to operate a Business Entity for such period as the fiduciary deems advisable;

ii. To control, direct and manage the Business Entities. In this connection, the fiduciary, in its sole discretion, shall determine the manner and extent of its active participation in the operation and may delegate all or any part of its power to supervise and operate to such person or

persons as the fiduciary may select, including any associate, partner, officer or employee of the Business Entity;

iii. To hire and discharge officers and employees, fix their compensation and define their duties; and similarly to employ, compensate and discharge agents, attorneys, consultants, accountants, and such other representatives as the fiduciary may deem appropriate; including the right to employ any beneficiary or fiduciary in any of the foregoing capacities;

iv. To invest funds in the Business Entities, to pledge other assets of the estate or a trust as security for loans made to the Business Entities, and to lend funds from my estate or a trust to the Business Entities;

v. To organize one or more Business Entities under the laws of this or any other state or country and to transfer thereto all or any part of the Business Entities or other property of my estate or a trust, and to receive in exchange such stocks, bonds, partnership and member interests, and such other securities or interests as the fiduciary may deem advisable;

vi. To treat Business Entities as separate from my estate or a trust. In a fiduciary's accounting to any beneficiary, the fiduciary shall only be required to report the earnings and condition of the Business Entities in accordance with standard business accounting practice;

vii. To retain in Business Entities such net earnings for working capital and other purposes of the Business Entities as the fiduciary may deem advisable in conformity with sound business practice;

viii. To sell or liquidate all or any part of the Business Entities at such time and price and upon such terms and conditions (including credit) as the fiduciary may determine. My fiduciary is specifically authorised and empowered to make such sale to any person, including any partner, officer, or employee of the Business Entities, a fiduciary, or to any beneficiary; and

ix. To guaranty the obligations of the Business Entities, or pledge assets of the estate or a trust to secure such a guaranty.

j. Life Insurance. With respect to any life insurance policies constituting an asset of the estate to pay premiums; to apply dividends in reduction of such premiums; to borrow against the cash values thereof; to convert such policies into other forms of insurance including paid-up insurance; to exercise any settlement options provided in any such policies; to receive the proceeds of any policy upon its maturity and to administer such proceeds as a part of the principal of the estate or trust; and in general, to exercise all other options, benefits, rights and privileges under such policies; provided, however, no fiduciary other than a sole fiduciary may exercise any incidents of ownership with respect to policies of insurance insuring the fiduciary's own life.

k. Reimbursement. To reimburse itself from the estate for all reasonable expenses

incurred in the administration thereof.

l. Voting. To vote and give proxies, with power of substitution to vote, stocks, bonds and other securities, or not to vote a security.

m. Ancillary Administration. To appoint or nominate, and replace with or without cause, any persons or corporations, including itself, as ancillary administrators to administer property in other jurisdictions, with the same powers, privileges and immunities as my fiduciary and without bond.

n. Tax Elections. To file tax returns, and to exercise all tax-related elections and options at their discretion, without compensating adjustments or reimbursements between any accounts or any beneficiaries.

3. **Survivorship.** A beneficiary is not deemed to survive me unless he or she survives me by five days.

4. **Death Costs.** My fiduciary shall pay (a) from the residuary estate my debts which are allowed as claims against my estate, (b) from the residuary estate my funeral expenses without regard to legal limitations, (c) from the residuary estate the expenses of administering my estate and (d) from the residuary estate other than the portion of the residuary estate qualifying for the marital deduction under the laws then in effect, without apportionment, all estate, inheritance and succession taxes (excluding generation-skipping taxes other than with respect to direct skips), and interest and penalties thereon, due because of my death and attributable to all property whether passing under this Will or otherwise and not required by the terms of the Existing Trust to be paid out of said trust. However, such taxes, penalties and interest payable out of my residuary estate shall not include taxes, penalties and interest attributable to (i) property over which I have a power of appointment granted to me by another person, (ii) qualified terminable interest property held in a trust of which I was the income beneficiary at the time of my death (other than qualified terminable interest property held in a trust for which an election was made under Code Section 2652(a)(3)), and (iii) life insurance proceeds on policies insuring my life which proceeds are not payable to my probate estate. My fiduciary shall not be reimbursed for any such payment from any person or property. However, my fiduciary in its discretion may direct that part or all of said death costs shall be paid by my Trustee as provided in the Existing Trust, and shall give such direction to the extent necessary so that the gifts made in Article I of this Will and the gifts made in any codicil hereto shall not be reduced by said death costs. If the amount of the above-described taxes, and interest and penalties arising by reason of my death (without regard to where payable from under the terms of this paragraph or applicable law) is increased because of the power of appointment granted to me under Subparagraph II.E.1. of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008, I hereby appoint to my probate estate from the property subject to such power (to the extent allowable under such power) the amount of such increase (calculating such increase at the highest applicable marginal rates) and exercise such power to this extent only, and notwithstanding the other provisions of this paragraph further direct my fiduciary to make payment of such increase in taxes, interest and penalties to the appropriate taxing authorities from the appointed property or the proceeds

thereof . Any trustee holding such appointive property may pay to my fiduciary the amount which my fiduciary certifies as due under this paragraph and is not responsible for the correctness or application of amounts so paid.

5. **Reimbursement for Debts and Expenses**. My fiduciary shall promptly reimburse my friends and members of my family who have disbursed their own funds for the payment of any debts, funeral expenses or costs of administration of my estate.

6. **Expenses of Handling Tangible Personal Property**. All expenses incurred by my fiduciary during the settlement of my estate in appraising, storing, packing, shipping, delivering or insuring an article of tangible personal property passing under this Will shall be charged as an expense of administering my estate.

7. **Dealing with Estate**. Each fiduciary may act under this Will even if interested in my estate in an individual capacity, as a fiduciary of another estate or trust (including any trust identified in this Will or created under the Existing Trust) or in any other capacity. Each fiduciary may in good faith buy from, sell to, lend funds to or otherwise deal with my estate.

8. **Spouse**. The term "***spouse***" herein means, as to a designated individual, the person to whom that individual is from time to time married.

9. **Other Beneficiary Designations**. Except as otherwise explicitly and with particularity provided herein, (a) no provision of this Will shall revoke or modify any beneficiary designation of mine made by me and not revoked by me prior to my death under any individual retirement account, other retirement plan or account, or annuity or insurance contract, (b) I hereby reaffirm any such beneficiary designation such that any assets held in such account, plan, or contract shall pass in accordance with such designation, and (c) regardless of anything herein to the contrary, any of such assets which would otherwise pass pursuant to this Will due to the beneficiary designation not having met the requirements for a valid testamentary disposition under applicable law or otherwise shall be paid as a gift made hereunder to the persons and in the manner provided in such designation which is incorporated herein by this reference.

[remainder of page intentionally left blank]

I have published and signed this instrument as my Will at Boca Raton, Florida, on the _____ day of _____, 2012.

_____
SIMON L. BERNSTEIN

This instrument, consisting of this page numbered 7 and the preceding typewritten pages, was signed, sealed, published and declared by the Testator to be the Testator's Will in our presence, and at the Testator's request and in the Testator's presence, and in the presence of each other, we have subscribed our names as witnesses at Boca Raton, Florida on this _____ day of _____, 2012.

_____ residing at _____
[Witness Signature] [Witness Address]

_____
[Witness Address]

_____ residing at _____
[Witness Signature] [Witness Address]

_____
[Witness Address]

==========

State Of Florida

SS.

County Of Palm Beach

I, SIMON L. BERNSTEIN, declare to the officer taking my acknowledgment of this instrument, and to the subscribing witnesses, that I signed this instrument as my will.

_____

SIMON L. BERNSTEIN, Testator

We, _____ and _____, have been sworn by the officer signing below, and declare to that officer on our oaths that the Testator declared the instrument to be the Testator's will and signed it in our presence and that we each signed the instrument as a witness in the presence of the Testator and of each other.

_____

Witness

_____

Witness

Acknowledged and subscribed before me, by the Testator, SIMON L. BERNSTEIN, who is personally known to me or who has produced _____ (*state type of identification*) as identification, and sworn to and subscribed before me by the witnesses, _____, who is personally known to me or who has produced _____ (*state type of identification*) as identification, and _____, who is personally known to me or who has produced _____ (*state type of identification*) as identification, and subscribed by me in the presence of SIMON L. BERNSTEIN and the subscribing witnesses, all on this _____ day of _____, 2012.

_____

Signature - Notary Public-State of Florida

[Seal with Commission Expiration Date]

_____

Print, type or stamp name of Notary Public

SIMON L. BERNSTEIN

AMENDED AND RESTATED TRUST AGREEMENT

This Amended and Restated Trust Agreement is dated this _____ day of _____, 2012, and is between SIMON L. BERNSTEIN, of Palm Beach County, Florida referred to in the first person, as settlor, and SIMON L. BERNSTEIN, of Palm Beach County, Florida and SIMON L. BERNSTEIN's successors, as trustee (referred to as the "***Trustee***," which term more particularly refers to all individuals and entities serving as trustee of a trust created hereunder during the time of such service, whether alone or as co-trustees, and whether originally serving or as a successor trustee).

WHEREAS, on May 20, 2008, I created and funded the SIMON L. BERNSTEIN TRUST AGREEMENT (the "***Trust Agreement,***" which reference includes any subsequent amendments of said trust agreement);

WHEREAS, Paragraph A. of Article I. of said Trust Agreement provides, inter alia, that during my lifetime I shall have the right at any time and from time to time by an instrument, in writing, delivered to the Trustee to amend or revoke said Trust Agreement, in whole or in part.

NOW, THEREFORE, I hereby amend and restate the Trust Agreement in its entirety and the Trustee accepts and agrees to perform its duties and obligations in accordance with the following amended provisions. Notwithstanding any deficiencies in execution or other issues in regard to whether any prior version of this Trust Agreement was a valid and binding agreement or otherwise created an effective trust, this amended and restated agreement shall constitute a valid, binding and effective trust agreement and shall amend and succeed all prior versions described above or otherwise predating this amended and restated Trust Agreement.

ARTICLE I. DURING MY LIFE AND UPON MY DEATH

A. **Rights Reserved**. I reserve the right (a) to add property to this trust during my life or on my death, by my Will or otherwise; (b) to withdraw property held hereunder; and (c) by separate written instrument delivered to the Trustee, to revoke this Agreement in whole or in part and otherwise modify or amend this Agreement.

B. **Payments During My Life**. If income producing property is held in the trust during my life, the Trustee shall pay the net income of the trust to me or as I may direct. However, during any periods while I am Disabled, the Trustee shall pay to me or on my behalf such amounts of the net income and principal of the trust as is proper for my Welfare. Any income not so paid shall be added to principal.

C. **Upon My Death**. Upon my death the Trustee shall collect and add to the trust all amounts due to the trust under any insurance policy on my life or under any death benefit plan and all property added to the trust by my Will or otherwise. After paying or providing for the payment from the augmented trust of all current charges and any amounts payable under the later paragraph captioned "Death Costs," the Trustee shall hold the trust according to the following provisions.

ARTICLE II. AFTER MY DEATH

A. **Disposition of Tangible Personal Property**. If any non-business tangible personal property other than cash (including, but not limited to, my personal effects, jewelry, collections, household furnishings, and equipment, and automobiles) is held in the trust at the time of my death, such items shall be promptly distributed by the Trustee of the trust to such person or persons, including my estate, as to the item or items or proportion specified, as I may appoint, and to the extent that any such items are not disposed of by such appointment, such items shall be disposed of by the Trustee of the trust in exactly the same manner as such items would have been disposed of under the terms and provisions of my Will (including any Codicil thereto, or what the Trustee in good faith believes to be such Will and Codicil) had such items been included in my probate estate. Any such items which are not effectively disposed of pursuant to the preceding sentence shall pass with the other trust assets.

B. **Disposition of Trust Upon My Death**. Upon my death, the remaining assets in this trust shall be divided among and held in separate Trusts for my then living grandchildren. Each of my grandchildren for whom a separate trust is held hereunder shall hereinafter be referred to as a "***beneficiary***" with the separate Trusts to be administered as provided in Subparagraph II.C.

C. **Trusts for Beneficiaries**. The Trustee shall pay to the beneficiary and the beneficiary's children, such amounts of the net income and principal of such beneficiary's trust as is proper for the Welfare of such individuals. Any income not so paid shall be added to principal each year. After a beneficiary has reached any one or more of the following birthdays, the beneficiary may withdraw the principal of his or her separate trust at any time or times, not to exceed in the aggregate 1/3 in value after the beneficiary's 25th birthday, 1/2 in value (after deducting any amount previously subject to withdrawal but not actually withdrawn) after the beneficiary's 30th birthday, and the balance after the beneficiary's 35th birthday, provided that the withdrawal powers described in this sentence shall not apply to any grandchild of mine as beneficiary of a separate trust. The value of each trust shall be its value as of the first exercise of each withdrawal right, plus the value of any subsequent addition as of the date of addition. The right of withdrawal shall be a privilege which may be exercised only voluntarily and shall not include an involuntary exercise. If a beneficiary dies with assets remaining in his or her separate trust, upon the beneficiary's death the beneficiary may appoint his or her trust to or for the benefit of one or more of any of my lineal descendants (excluding from said class, however, such beneficiary and such beneficiary's creditors, estate, and creditors of such beneficiary's estate). Any part of his or her trust such beneficiary does not effectively appoint shall upon his or her death be divided among and held in separate Trusts for the following persons:

1. for his or her lineal descendants then living, *per stirpes*; or

2. if he or she leaves no lineal descendant then living, *per stirpes* for the lineal descendants then living of his or her nearest ancestor (among me and my lineal descendants) with a lineal descendant then living.

A trust for a lineal descendant of mine shall be held under this paragraph, or if a trust is then so held, shall be added to such trust.

D. **Termination of Small Trust**. If at any time after my death in the opinion of the Trustee a separate trust holds assets of a value of less than $50,000.00 and is too small to justify the expense of its retention, and termination of such trust is in the best interests of its current income beneficiary, the Trustee in its discretion may terminate such trust and pay it to said beneficiary.

E. **Contingent Gift**. If at any time property of these Trusts is not disposed of under the other provisions of this Agreement, it shall be paid, as a gift made hereunder, to such persons and in such shares as such property would be distributed if I had then owned such property and had then died solvent, unmarried and intestate domiciled in the State of Florida, according to the laws of inheritance of the State of Florida then in effect.

F. **Protective Provision**. No beneficiary of any trust herein created shall have any right or power to anticipate, transfer, pledge, sell, alienate, assign or encumber in any way his or her interest in the income or principal of such trust. Furthermore, no creditor shall have the right to attach, lien, seize or levy upon the interest of a beneficiary in this trust (other than myself) and such interest shall not be liable for or subject to the debts, liabilities or obligations of any such beneficiary or any claims against such beneficiary (whether voluntarily or involuntarily created), and the Trustee shall pay directly to or for the use or benefit of such beneficiary all income and principal to which such beneficiary is entitled, notwithstanding that such beneficiary has executed a pledge, assignment, encumbrance or in any other manner alienated or transferred his or her beneficial interest in the trust to another. This paragraph shall not preclude the effective exercise of any power of appointment granted herein or the exercise of any disclaimer.

G. **Maximum Duration**. Regardless of anything in this Agreement to the contrary, no trust interest herein created shall continue beyond three hundred sixty (360) years after the date of creation of this Agreement, nor shall any power of appointment be exercised in such manner so as to delay vesting of any trust beyond such period. Immediately prior to the expiration of such period, all such trusts then in existence shall terminate, and the assets thereof shall be distributed outright and in fee to then beneficiaries of the current income and in the proportions in which such persons are the beneficiaries, and if such proportions cannot be ascertained, then equally among such beneficiaries.

ARTICLE III. GENERAL

A. **Disability**. Subject to the following Subparagraph captioned "Subchapter S Stock," while any beneficiary is Disabled, the Trustee shall pay to him or her only such portion of the income to which he or she is otherwise entitled as is proper for his or her Welfare, and any income not so paid shall be added to the principal from which derived. While any beneficiary is Disabled, income or principal payable to him or her may, in the discretion of the Trustee, be paid directly to him or her, without the intervention of a guardian, directly to his or her creditors or others for his or her sole benefit or to an adult person or an eligible institution (including the Trustee) selected by the Trustee as custodian for a minor beneficiary under the Uniform Transfers to Minors Act or similar law. The receipt of such payee is a complete release to the Trustee.

B. **Timing of Income Distributions**. The Trustee shall make required payments of income at least quarterly.

C. **Substance Abuse**.

1. In General. If the Trustee reasonably believes that a beneficiary (other than myself)of any trust:

a. routinely or frequently uses or consumes any illegal substance so as to be physically or psychologically dependent upon that substance, or

b. is clinically dependent upon the use or consumption of alcohol or any other legal drug or chemical substance that is not prescribed by a board certified medical doctor or psychiatrist in a current program of treatment supervised by such doctor or psychiatrist,

and if the Trustee reasonably believes that as a result the beneficiary is unable to care for himself or herself, or is unable to manage his or her financial affairs, all mandatory distributions (including distributions upon termination of the trust) to the beneficiary, all of the beneficiary's withdrawal rights, and all of the beneficiary's rights to participate in decisions concerning the removal and appointment of Trustees will be suspended. In that event, the following provisions of this Subparagraph III.C will apply.

2. Testing. The Trustee may request the beneficiary to submit to one or more examinations (including laboratory tests of bodily fluids) determined to be appropriate by a board certified medical doctor and to consent to full disclosure to the Trustee of the results of all such examinations. The Trustee shall maintain strict confidentiality of those results and shall not disclose those results to any person other than the beneficiary without the prior written permission of the beneficiary. The Trustee may totally or partially suspend all distributions otherwise required or permitted to be made to that beneficiary until the beneficiary consents to the examination and disclosure to the Trustee.

3. Treatment. If, in the opinion of the examining doctor, the examination indicates current or recent use of a drug or substance as described above, the examining doctor will determine an appropriate method of treatment for the beneficiary (for example, counseling or treatment on an

in-patient basis in a rehabilitation facility) that is acceptable to the Trustee. If the beneficiary consents to the treatment, the Trustee shall pay the costs of treatment directly to the provider of those services from the distributions suspended under this Subparagraph III.C.

4. Resumption of Distributions. The Trustee may resume other distributions to the beneficiary (and the beneficiary's other suspended rights will be restored) when, in the case of use or consumption of an illegal substance, examinations indicate no such use for 12 months and, in all cases, when the Trustee in its discretion determines that the beneficiary is able to care for himself or herself and is able to manage his or her financial affairs.

5. Disposition of Suspended Amounts. When other distributions to the beneficiary are resumed, the remaining balance, if any, of distributions that were suspended may be distributed to the beneficiary at that time. If the beneficiary dies before distribution of those suspended amounts, the Trustee shall distribute the balance of the suspended amounts to the persons who would be the alternate takers of that beneficiary's share (or takers through the exercise of a power of appointment) as otherwise provided in this Trust Agreement.

6. Exoneration. No Trustee (or any doctor retained by the Trustee) will be responsible or liable to anyone for a beneficiary's actions or welfare. The Trustee has no duty to inquire whether a beneficiary uses drugs or other substances as described in this Subparagraph III.C. The Trustee (and any doctor retained by the Trustee) is to be indemnified from the trust estate and held harmless from any liability of any nature in exercising its judgment and authority under this Subparagraph III.C, including any failure to request a beneficiary to submit to medical examination, and including a decision to distribute suspended amounts to a beneficiary.

7. Tax Savings Provision. Despite the provisions of this Subparagraph III.C, the Trustee cannot suspend any mandatory distributions or withdrawal rights that are required for that trust to become or remain a Qualified Subchapter S Trust (unless the Trustee elects for the trust to be an Electing Small Business Trust), or to qualify for any federal transfer tax exemption, deduction, or exclusion allowable with respect to that trust.

D. Income on Death of Beneficiary. Subject to the later paragraph captioned "Subchapter S Stock," and except as otherwise explicitly provided herein, upon the death of any beneficiary, all accrued or undistributed income of such deceased beneficiary's trust shall pass with the principal of his or her trust but shall remain income for trust accounting purposes.

E. Definitions. In this Agreement,

1. Children, Lineal Descendants. The terms "***child,***" "***children,***" "***grandchild,***" ***"grandchildren"*** and "***lineal descendant***" mean only persons whose relationship to the ancestor designated is created entirely by or through (a) legitimate births occurring during the marriage of the joint biological parents to each other, (b) children born of female lineal descendants, (c) children and their lineal descendants arising from surrogate births and/or third party donors when (i) the child is

raised from or near the time of birth by a married couple (other than a same sex married couple) through the pendency of such marriage, (ii) one of such couple is the designated ancestor, and (iii) to the best knowledge of the Trustee both members of such couple participated in the decision to have such child, and (d) lawful adoptions of minors under the age of twelve years. No such child or lineal descendant loses his or her status as such through adoption by another person. Notwithstanding the foregoing, for all purposes of this Trust and the dispositions made hereunder, my children, TED S. BERNSTEIN, PAMELA B. SIMON, ELIOT BERNSTEIN, JILL IANTONI and LISA S. FRIEDSTEIN, shall be deemed to have predeceased me as I have adequately provided for them during my lifetime.

2. Code. "***Code***" means the Internal Revenue Code of 1986, as amended, and in referring to any particular provision of the Code, includes a reference to any equivalent or successor provision of a successor federal tax law.

3. Disabled. "***Disabled***" or being under "***Disability***" means, as to any applicable individual: (1) being under the age of 21 years, (2) having been adjudicated by a court of competent jurisdiction as mentally or physically incompetent or unable to manage his or her own property or personal affairs (or a substantially similar finding under applicable state or national law), or (3) being unable to properly manage his or her personal or financial affairs, or a trust estate hereunder as to a Trustee hereunder, because of a mental or physical impairment (whether temporary or permanent in nature). A written certificate executed by an individual's attending physician or attending psychiatrist confirming that person's impairment will be sufficient evidence of Disability under item (3) above, and all persons may rely conclusively on such a certificate.

4. Education. The term "***education***" herein means vocational, primary, secondary, preparatory, theological, college and professional education, including post-graduate courses of study, at educational institutions or elsewhere, and expenses relating directly thereto, including tuition, books and supplies, room and board, and travel from and to home during school vacations. It is intended that the Trustee liberally construe and interpret references to "education," so that the beneficiaries entitled to distributions hereunder for education obtain the best possible education commensurate with their abilities and desires.

5. Needs and Welfare Distributions. Payments to be made for a person's ***"Needs"*** means payments necessary for such person's health (including lifetime residential or nursing home care), education, maintenance and support. Payments to be made for a person's ***"Welfare"*** means discretionary payments by the Trustee, from time to time, for such person's Needs and also for such person's advancement in life (including assistance in the purchase of a home or establishment or development of any business or professional enterprise which the Trustee believes to be reasonably sound), happiness and general well-being. However, the Trustee, based upon information reasonably available to it, shall make such payments for a person's Needs or Welfare only to the extent such person's income, and funds available from others obligated to supply funds for such purposes (including, without limitation, pursuant to child support orders and agreements), are insufficient in its opinion for such purposes, and shall take into account such person's accustomed manner of living, age, health, marital status and any other factor it considers important. Income or principal to be paid for a person's Needs or Welfare may be paid to

such individual or applied by the Trustee directly for the benefit of such person. The Trustee may make a distribution or application authorized for a person's Needs or Welfare even if such distribution or application substantially depletes or exhausts such person's trust, without any duty upon the Trustee to retain it for future use or for other persons who might otherwise benefit from such trust.

6. Per Stirpes. In a division "***per stirpes***" each generation shall be represented and counted whether or not it has a living member.

7. Related or Subordinate Party. A "***Related or Subordinate Party***" to a trust describes a beneficiary of the subject trust or a related or subordinate party to a beneficiary of the trust as the terms "related or subordinate party" are defined under Code Section 672(c).

8. Spouse. A person's "***spouse***" includes only a spouse then married to and living as husband and wife with him or her, or a spouse who was married to and living as husband and wife with him or her at his or her death. The following rules apply to each person who is a beneficiary or a permissible appointee under this Trust Agreement and who is married to a descendant of mine. Such a person will cease to be a beneficiary and will be excluded from the class of permissible appointees upon:

a. the legal termination of the marriage to my descendant (whether before or after my death), or

b. the death of my descendant if a dissolution of marriage proceeding was pending when he or she died.

The trust will be administered as if that person had died upon the happening of the terminating event described above.

9. Gender, Number. Where appropriate, words of any gender include all genders and the singular and plural are interchangeable.

F. Powers of Appointment. Property subject to a power of appointment shall be paid to, or retained by the Trustee or paid to any trustee under any will or trust agreement for the benefit of, such one or more permissible appointees, in such amounts and proportions, granting such interests, powers and powers of appointment, and upon such conditions including spendthrift provisions as the holder of such power (i) in the case of a power exercisable upon the death of such holder, appoints in his or her will or in a trust agreement revocable by him or her until his or her death, or (ii) in the case of a power exercisable during the life of such holder, appoints in a written instrument signed by such holder, two witnesses and a notary public, but in either case only if such will, trust agreement, or instrument specifically refers to such power.

G. Limitations on Powers of Trustee. Regardless of anything herein to the contrary, no Trustee shall make or participate in making any distribution of income or principal of a trust to or for the benefit of a beneficiary which would directly or indirectly discharge any legal obligation of such

Trustee or a donor of such trust (as an individual, and other than myself as donor) to support such beneficiary; and no Trustee (other than myself) shall make or participate in making any discretionary distribution of income or principal to or for the benefit of himself or herself other than for his or her Needs, including by reason of a determination to terminate a trust described herein. For example, if a Trustee (other than myself) has the power to distribute income or principal to himself or herself for his or her own Welfare, such Trustee (the "restricted Trustee") shall only have the power to make or participate in making a distribution of income or principal to the restricted Trustee for the restricted Trustee's Needs, although any co-Trustee who is not also a restricted Trustee may make or participate in making a distribution of income or principal to the restricted Trustee for such restricted Trustee's Welfare without the participation or consent of said restricted Trustee.

H. **Presumption of Survivorship**. If any person shall be required to survive another person in order to take any interest under this Agreement, the former person shall be deemed to have predeceased the latter person, if such persons die under circumstances which make it difficult or impracticable to determine which one died first.

I. **Governing Law**. This Agreement is governed by the law of the State of Florida.

J. **Other Beneficiary Designations**. Except as otherwise explicitly and with particularity provided herein, (a) no provision of this trust shall revoke or modify any beneficiary designation of mine made by me and not revoked by me prior to my death under any individual retirement account, other retirement plan or account, or annuity or insurance contract, (b) I hereby reaffirm any such beneficiary designation such that any assets held in such account, plan, or contract shall pass in accordance with such designation, and (c) regardless of anything herein to the contrary, any of such assets which would otherwise pass pursuant to this trust due to the beneficiary designation not having met the requirements for a valid testamentary disposition under applicable law or otherwise shall be paid as a gift made hereunder to the persons and in the manner provided in such designation which is incorporated herein by this reference.

K. **Release of Medical Information.**

1. Disability of Beneficiary. Upon the written request of a Trustee (with or without the concurrence of co-Trustees) issued to any current income or principal beneficiary (including discretionary beneficiaries and myself if a beneficiary) for whom a determination of Disability is relevant to the administration of a trust hereunder and for whom a Trustee (with or without the concurrence of co-Trustees) desires to make such a determination, such beneficiary shall issue to all Trustees (who shall be identified thereon both by name to the extent known and by class description) a valid authorization under the Health Insurance Portability and Accountability Act of 1996 and any other applicable or successor law authorizing all health care providers and all medical sources of such requested beneficiary to release protected health information of the requested beneficiary to all Trustees that is relevant to the determination of the Disability of the requested beneficiary as Disability is defined hereunder. The period of each such valid authorization shall be for six months (or the earlier death of the requested

beneficiary). If such beneficiary (or his or her legal representative if such beneficiary is a minor or legally disabled) refuses within thirty days of receipt of the request to provide a valid authorization, or at any time revokes an authorization within its term, the Trustee shall treat such beneficiary as Disabled hereunder until such valid authorization is delivered.

2. Disability of Trustee. Upon the request to a Trustee that is an individual by (a) a co-Trustee, or if none, (b) the person or entity next designated to serve as a successor Trustee not under legal incapacity, or if none, (c) any adult current income or principal beneficiary not under legal incapacity, or in any event and at any time (d) a court of competent jurisdiction, such Trustee shall issue to such person and all persons, courts of competent jurisdiction, and entities (who shall be identified thereon both by name to the extent known and by class description), with authority hereunder to determine such requested Trustee's Disability, a valid authorization under the Health Insurance Portability and Accountability Act of 1996 and any other applicable or successor law authorizing all health care providers and all medical sources of such requested Trustee to release protected health information of the requested Trustee to such persons, courts and entities, that is relevant to the determination of the Disability of the requested Trustee as Disability is defined hereunder. The period of each such valid authorization shall be for six months (or the earlier death or resignation of the requested Trustee). If such requested Trustee refuses within thirty days of receipt of the request to deliver a valid authorization, or at any time revokes an authorization within its term, such requested Trustee shall thereupon be treated as having resigned as Trustee hereunder.

3. Ability to Amend or Revoke. The foregoing provisions of this paragraph shall not constitute a restriction on myself to amend or revoke the terms of this trust instrument under paragraph I.A hereof, provided I otherwise have legal capacity to do so.

4. Authorization to Issue Certificate. All required authorizations under this paragraph shall include the power of a physician or psychiatrist to issue a written certificate to the appropriate persons or entities as provided in Subparagraph III.E.3 hereof.

ARTICLE IV. FIDUCIARIES

A. Powers of the Trustee. During my life except while I am Disabled, the Trustee shall exercise all powers provided by law and the following powers, other than the power to retain assets, only with my written approval. While I am Disabled and after my death, the Trustee shall exercise said powers without approval, provided that the Trustee shall exercise all powers in a fiduciary capacity.

1. Investments. To sell or exchange at public or private sale and on credit or otherwise, with or without security, and to lease for any term or perpetually, any property, real and personal, at any time forming a part of the trust estate (the "***estate***"); to grant and exercise options to buy or sell; to invest or reinvest in real or personal property of every kind, description and location; and to receive and retain any such property whether originally a part of any trust herein created or subsequently acquired, even if the Trustee is personally interested in such property, and without liability for any

decline in the value thereof; all without limitation by any statutes or judicial decisions whenever enacted or announced, regulating investments or requiring diversification of investments, it being my intention to give the broadest investment powers and discretion to the Trustee. Any bank, trust company, or other corporate trustee serving hereunder as Trustee is authorized to invest in its own common trust funds.

2. Special Investments. The Trustee is expressly authorized (but not directed) to retain, make, hold, and dispose of investments not regarded as traditional for trusts, including interests or investments in privately held business and investment entities and enterprises, including without limitation stock in closely held corporations, limited partnership interests, joint venture interests, mutual funds, business trust interests, and limited liability company membership interests, notwithstanding (a) any applicable prudent investor rule or variation thereof, (b) common law or statutory diversification requirements (it being my intent that no such duty to diversify shall exist) (c) a lack of current cash flow therefrom, (d) the presence of any risk or speculative elements as compared to other available investments (it being my intent that the Trustee have sole and absolute discretion in determining what constitutes acceptable risk and what constitutes proper investment strategy), (e) lack of a reasonable rate of return, (f) risks to the preservation of principal, (g) violation of a Trustee's duty of impartiality as to different beneficiaries (it being my intent that no such duty exists for this purpose), and (h) similar limitations on investment under this Agreement or under law pertaining to investments that may or should be made by a Trustee (including without limitation the provisions of Fla.Stats. §518.11 and successor provisions thereto that would characterize such investmentsas forbidden, imprudent, improper or unlawful). The Trustee shall not be responsible to any trust created hereunder or the beneficiaries thereof for any loss resulting from any such authorized investment, including without limitation loss engendered by the higher risk element of that particular entity, investment, or enterprise, the failure to invest in more conservative investments, the failure to diversify trust assets, the prudent investor rule or variant thereof. Notwithstanding any provisions for distributions to beneficiaries hereunder, if the Trustee determines that the future potential investment return from any illiquid or closely held investment asset warrants the retention of that investment asset or that sufficient value could not be obtained from the sale or other disposition of an illiquid or closely held investment asset, the Trustee is authorized to retain that asset and if necessary reduce the distributions to beneficiaries due to lack of sufficient liquid or marketable assets. However, the preceding provisions of this Subparagraph shall not be exercised in a manner as to jeopardize the availability of the estate tax marital deduction for assets passing to or held in the a trust for my surviving spouse or that would otherwise qualify for the estate tax marital deduction but for such provisions, shall not override any express powers hereunder of my surviving spouse to demand conversion of unproductive property to productive property, or reduce any income distributions otherwise required hereunder for a trust held for the benefit of my surviving spouse or a "qualified subchapter S trust" as that term is defined in Code Section 1361(d)(3).

3. Distributions. To make any division or distribution pro rata or non-pro rata, in cash or in kind, and to allocate undivided interests in property and dissimilar property (without regard to its tax basis) to different shares.

4. Management. To manage, develop, improve, partition or change the character of an asset or interest in property at any time; and to make ordinary and extraordinary repairs, replacements, alterations and improvements, structural or otherwise.

5. Borrowing. To borrow money from anyone on commercially reasonable terms, including entities owned in whole or in part by the trust, a Trustee, beneficiaries and other persons who may have a direct or indirect interest in a Trust; and to mortgage, margin, encumber and pledge real and personal property of a trust as security for the payment thereof, without incurring any personal liability thereon and to do so for a term within or extending beyond the terms of the trust and to renew, modify or extend existing borrowing on similar or different terms and with the same or different security without incurring any personal liability; and such borrowing from a Trustee may be with or without interest, and may be secured with a lien on trust assets.

6. Lending. To extend, modify or waive the terms of any obligation, bond or mortgage at any time forming a part of a trust and to foreclose any such mortgage; accept a conveyance of encumbered property, and take title to the property securing it by deed in lieu of foreclosure or otherwise and to satisfy or not satisfy the indebtedness securing said property; to protect or redeem any such property from forfeiture for nonpayment of taxes or other lien; generally, to exercise as to such bond, obligation or mortgage all powers that an absolute owner might exercise; and to loan funds to beneficiaries at commercially reasonable rates, terms and conditions.

7. Abandonment of Property. To abandon any property or asset when it is valueless or so encumbered or in such condition that it is of no benefit to a trust. To abstain from the payment of taxes, liens, rents, assessments, or repairs on such property and/or permit such property to be lost by tax sale, foreclosure or other proceeding or by conveyance for nominal or no consideration to anyone including a charity or by escheat to a state; all without personal liability incurred therefor.

8. Real Property Matters. To subdivide, develop or partition real estate; to purchase or sell real property and to enter into contracts to do the same; to dedicate the same to public use; to make or obtain the location of any plats; to adjust boundaries; to adjust differences in valuations on exchange or partition by giving or receiving consideration; and, to grant easements with or without consideration as the fiduciaries may determine; and to demolish any building, structures, walls and improvements, or to erect new buildings, structures, walls and improvements and to insure against fire and other risks; and to protect and conserve, or to lease, or to encumber, or otherwise to manage and dispose of real property to the extent such power is not otherwise granted herein or otherwise restricted herein.

9. Claims. To enforce, compromise, adjust, arbitrate, release or otherwise settle or pay any claims or demands by or against a trust.

10. Business Entities. To deal with any business entity or enterprise even if a Trustee is or may be a fiduciary of or own interests in said business entity or enterprise, whether operated in the form of a corporation, partnership, business trust, limited liability company, joint venture, sole

proprietorship, or other form (all of which business entities and enterprises are referred to herein as "***Business Entities***"). I vest the Trustee with the following powers and authority in regard to Business Entities:

a. To retain and continue to operate a Business Entity for such period as the Trustee deems advisable;

b. To control, direct and manage the Business Entities. In this connection, the Trustee, in its sole discretion, shall determine the manner and extent of its active participation in the operation and may delegate all or any part of its power to supervise and operate to such person or persons as the Trustee may select, including any associate, partner, officer or employee of the Business Entity;

c. To hire and discharge officers and employees, fix their compensation and define their duties; and similarly to employ, compensate and discharge agents, attorneys, consultants, accountants, and such other representatives as the Trustee may deem appropriate; including the right to employ any beneficiary or fiduciary in any of the foregoing capacities;

d. To invest funds in the Business Entities, to pledge other assets of a trust as security for loans made to the Business Entities, and to lend funds from a trust to the Business Entities;

e. To organize one or more Business Entities under the laws of this or any other state or country and to transfer thereto all or any part of the Business Entities or other property of a trust, and to receive in exchange such stocks, bonds, partnership and member interests, and such other securities or interests as the Trustee may deem advisable;

f. To treat Business Entities as separate from a trust. In a Trustee's accounting to any beneficiary, the Trustee shall only be required to report the earnings and condition of the Business Entities in accordance with standard business accounting practice;

g. To retain in Business Entities such net earnings for working capital and other purposes of the Business Entities as the Trustee may deem advisable in conformity with sound business practice;

h. To sell or liquidate all or any part of the Business Entities at such time and price and upon such terms and conditions (including credit) as the Trustee may determine. My Trustee is specifically authorised and empowered to make such sale to any person, including any partner, officer, or employee of the Business Entities, a fiduciary, or to any beneficiary; and

i. To guaranty the obligations of the Business Entities, or pledge assets of a trust to secure such a guaranty.

11. Principal and Income. To allocate items of income or expense between income and principal as permitted or provided by the laws of the State of Florida but without limiting the availability of the estate tax marital deduction, provided, unless otherwise provided in this instrument, the Trustee shall establish out of income and credit to principal reasonable reserves for depreciation, obsolescence and depletion, determined to be equitable and fair in accordance with some recognized reasonable and preferably uncomplicated trust accounting principle and; provided, further that the Trustee shall not be required to provide a rate of return on unproductive property unless otherwise provided in this instrument.

12. Life Insurance. With respect to any life insurance policies constituting an asset of a trust, to pay premiums; to apply dividends in reduction of such premiums; to borrow against the cash values thereof; to convert such policies into other forms of insurance, including paid-up insurance; to exercise any settlement options provided in any such policies; to receive the proceeds of any policy upon its maturity and to administer such proceeds as a part of the principal of the Trust; and in general, to exercise all other options, benefits, rights and privileges under such policies.

13. Continuing Power. To continue to have or exercise, after the termination of a trust, in whole or in part, and until final distribution thereof, all title, power, discretions, rights and duties conferred or imposed upon the Trustee by law or by this Agreement or during the existence of the trust.

14. Exoneration. To provide for the exoneration of the Trustee from any personal liability on account of any arrangement or contract entered into in a fiduciary capacity.

15. Agreements. To comply with, amend, modify or rescind any agreement made during my lifetime, including those regarding the disposition, management or continuation of any closely held unincorporated business, corporation, partnership or joint venture, and including the power to complete contracts to purchase and sell real estate.

16. Voting. To vote and give proxies, with power of substitution to vote, stocks, bonds and other securities, or not to vote a security.

17. Combination of Shares. To hold the several shares of a trust or several Trusts as a common fund, dividing the income proportionately among them, to assign undivided interests to the several shares or Trusts, and to make joint investments of the funds belonging to them. For such purposes and insofar as may be practicable, the Trustee, to the extent that division of the trust estate is directed hereby, may administer the trust estate physically undivided until actual division thereof becomes necessary to make distributions. The Trustee may hold, manage, invest and account for whole or fractional trust shares as a single estate, making the division thereof by appropriate entries in the books of account only, and may allocate to each whole or fractional trust share its proportionate part of all receipts and expenses; provided, however, this carrying of several Trusts as a single estate shall not defer the vesting in possession of any whole or fractional share of a trust for the beneficiaries thereof at the times specified herein.

18. Reimbursement. To reimburse itself from a trust for reasonable expenses incurred in the administration thereof.

19. Reliance Upon Communication. To rely, in acting under a trust, upon any letter, notice, certificate, report, statement, document or other paper, or upon any telephone, telegraph, cable, wireless or radio message, if believed by the Trustee to be genuine, and to be signed, sealed, acknowledged, presented, sent, delivered or given by or on behalf of the proper person, firm or corporation, without incurring liability for any action or inaction based thereon.

20. Assumptions. To assume, in the absence of written notice to the contrary from the person or persons concerned, that a fact or an event, by reason of which an interest or estate under a trust shall commence or terminate, does not exist or has not occurred, without incurring liability for any action or inaction based upon such assumption.

21. Service as Custodian. To serve as successor custodian for any beneficiary of any gifts that I may have made under any Transfer to Minors Act, if at the time of my death no custodian is named in the instrument creating the gift.

22. Removal of Assets. The Trustee may remove from the domiciliary state during the entire duration of a trust or for such lesser period as it may deem advisable, any cash, securities or other property at any time in its hands whether principal or not, and to take and keep the same outside the domiciliary state and at such place or places within or outside the borders of the United States as it may determine, without in any event being chargeable for any loss or depreciation to the trust which may result therefrom.

23. Change of Situs. The situs and/or applicable law of any trust created hereunder may be transferred to such other place as the Trustee may deem to be for the best interests of the trust estate. In so doing, the Trustee may resign and appoint a successor Trustee, but may remove such successor Trustee so appointed and appoint others. Each successor Trustee may delegate any and all fiduciary powers, discretionary and ministerial, to the appointing Trustee as its agent.

24. Fiduciary Outside Domiciliary State. In the event the Trustee shall not be able and willing to act as Trustee with respect to any property located outside the domiciliary state, the Trustee, without order of court, may appoint another individual or corporation (including any employee or agent of any appointing Trustee) to act as Trustee with respect to such property. Such appointed Trustee shall have all of the powers and discretions with respect to such property as are herein given to the appointing Trustee with respect to the remaining trust assets. The appointing Trustee may remove such appointed Trustee and appoint another upon ten (10) days notice in writing. All income from such property, and if such property is sold, exchanged or otherwise disposed of, the proceeds thereof, shall be remitted to the appointing Trustee, to be held and administered by it as Trustee hereunder. Such appointed Trustee may employ the appointing Trustee as agent in the administration of such property. No surety shall be required on the bond of the Trustee or agent acting under the provisions of this

paragraph. No periodic court accounting shall be required of such appointed Trustee, it being my intention to excuse any statutory accounting which may ordinarily be required.

25. Additions. To receive and accept additions to the Trusts in cash or in kind from donors, executors, administrators, Trustee or attorneys in fact, including additions of my property by the Trustee or others as my attorneys in fact.

26. Title and Possession. To have title to and possession of all real or personal property held in the Trusts, and to register or hold title to such property in its own name or in the name of its nominee, without disclosing its fiduciary capacity, or in bearer form.

27. Dealing with Estates. To use principal of the Trusts to make loans to my estate, with or without interest, and to make purchases from my estate.

28. Agents. To employ persons, including attorneys, auditors, investment advisers, and agents, even if they are the Trustee or associated with the Trustee, to advise or assist the Trustee in the performance of its administrative duties and to pay compensation and costs incurred in connection with such employment from the assets of the Trust; to act without independent investigation upon their recommendations; and, instead of acting personally, to employ one or more agents to perform any act of administration, whether or not discretionary.

29. Tax Elections. To file tax returns, and to exercise all tax-related elections and options at its discretion, without compensating adjustments or reimbursements between any of the Trusts or any of the trust accounts or any beneficiaries.

B. Resignation. A Trustee may resign with or without cause, by giving no less than 30 days advance written notice, specifying the effective date of such resignation, to its successor Trustee and to the persons required and in the manner provided under Fla.Stats. §§736.0705(1)(a) and 736.0109. As to any required recipient, deficiencies in fulfilling the foregoing resignation requirements may be waived in a writing signed by such recipient. Upon the resignation of a Trustee, such Trustee shall be entitled to reimbursement from the trust for all reasonable expenses incurred in the settlement of accounts and in the transfer of assets to his or her successor.

C. Appointment of Successor Trustee.

1. Appointment. Upon a Trustee's resignation, or if a Trustee becomes Disabled or for any reason ceases to serve as Trustee, I may appoint any person or persons as successor Trustee, and in default of such appointment by me, WILLIAM E. STANSBURY shall serve as successor Trustee. Notwithstanding the foregoing, if a named Trustee is not a U.S. citizen or resident at the time of commencement of his term as Trustee, such Trustee should give due consideration to declining to serve to avoid potential adverse U.S. income tax consequences by reason of the characterization of a trust hereunder as a foreign trust under the Code, but shall not be construed to have any duty to so decline if such Trustee desires to serve.

2. Specific Trusts. Notwithstanding the preceding provisions of this Subparagraph IV.C, subsequent to my death I specifically appoint the following person or persons as Trustee of the following Trusts under the following described circumstances provided that the foregoing appointments shall apply when and to the extent that no effective appointment is made below:

a. Trustee of Separate Trusts for My Grandchildren. Each grandchild of mine shall serve as co-Trustee with the immediate parent of such grandchild which parent is also a child of mine as to all separate trusts under which such grandchild is the sole current mandatory or discretionary income beneficiary upon attaining the age of twenty-five (25) years, and shall serve as sole Trustee of such trusts upon attaining the age of thirty-five (35) years. While serving alone as Trustee, a grandchild of mine may designate a co-Trustee that is not a Related or Subordinate Party to serve with such grandchild and such grandchild may remove and/or replace such co-Trustee with another that is not a Related or Subordinate Party from time to time.

b. Trustee of Separate Trusts for My Lineal Descendants Other Than My Grandchildren. In regard to a separate trust held for a lineal descendant of mine other than a grandchild of mine which lineal descendant is the sole current mandatory or discretionary income beneficiary, each such lineal descendant shall serve as co-Trustee, or sole Trustee if the preceding described Trustees cease or are unable to serve or to continue to serve, of his or her separate trust upon attaining age twenty-five (25) years. While serving alone as Trustee, a lineal descendant of mine other than a grandchild of mine may designate a co-Trustee to serve with such lineal descendant and such lineal descendant may remove and/or replace such co-Trustee with another from time to time.

3. Successor Trustees Not Provided For. Whenever a successor Trustee or co-Trustee is required and no successor or other functioning mechanism for succession is provided for under the terms of this Trust Agreement , the last serving Trustee or the last person or entity designated to serve as Trustee of the applicable trust may appoint his or her successor, and if none is so appointed, the following persons shall appoint a successor Trustee (who may be one of the persons making the appointment):

a. The remaining Trustees, if any; otherwise,

b. A majority of the permissible current mandatory or discretionary income beneficiaries, including the natural or legal guardians of any beneficiaries who are Disabled.

A successor Trustee appointed under this subparagraph shall not be a Related or Subordinate Party of the trust. The appointment will be by a written document executed by such person in the presence of two witnesses and acknowledged before a notary public delivered to the appointed Trustee and to me if I am living and not Disabled or in a valid last Will. Notwithstanding the foregoing, a designation under this Subparagraph of a successor trustee to a corporate or entity trustee shall be limited to a corporate or entity trustee authorized to serve as such under Florida law with assets under trust management of no less than one billion dollars.

4. Power to Remove Trustee. Subsequent to my death, the age 35 or older permissible current mandatory or discretionary income beneficiaries from time to time of any trust established hereunder shall have the power to unanimously remove a Trustee of such trust at any time with or without cause, other than a named Trustee or successor Trustee designated hereunder, or a Trustee appointed by me during my lifetime or under my Will or otherwise at the time of my death, with the successor Trustee to be determined in accordance with the foregoing provisions.

D. Method of Appointment of Trustee. Any such appointment of a successor Trustee by a person shall be made in a written instrument executed by such person in the presence of two witnesses and acknowledged before a notary public which is delivered to such appointed Trustee during the lifetime of the person making such appointment, or any such appointment of a successor Trustee by a person may be made under the last Will of such person.

E. Limitations on Removal and Replacement Power. Any power to remove and/or replace a trustee hereunder that is granted to an individual (including such power when reserved to me) is personal to that individual and may not be exercised by a guardian, power of attorney holder, or other legal representative or agent.

F. Successor Fiduciaries. No Trustee is responsible for, nor has any duty to inquire into, the administration, acts or omissions of any executor, administrator, Personal Representative, or trustee or attorney-in-fact adding property to these Trusts, or of any predecessor Trustee. Each successor Trustee has all the powers, privileges, immunities, rights and title (without the execution of any instrument of transfer or any other act by any retiring Trustee) and all the duties of all predecessors.

G. Liability and Indemnification of Trustee.

1. Liability in General. No individual Trustee (that is, a Trustee that is not a corporation or other entity) shall be liable for any of his or her actions or failures to act as Trustee, even if the individual Trustee is found by a court to have been negligent or in breach of fiduciary duty, except for liability caused by his or her actions or failures to act done in bad faith or with reckless indifference to the purposes of the trust or the interests of the beneficiaries. Each Trustee that is a corporation or other entity will be liable for its actions or failures to act that are negligent or that breach its fiduciary duty, without contribution by any individual Trustee.

2. Indemnification of Trustee. Except in regard to liabilities imposed on a Trustee under Subparagraph IV.G.1, each Trustee shall be held harmless and indemnified from the assets of the trust for any liability, damages, attorney's fees, expenses, and costs incurred as a result of its service as Trustee. A Trustee who ceases to serve for any reason will be entitled to receive reasonable security from the assets of the trust to protect it from liability, and may enforce these provisions for indemnification against the current Trustee or against any assets held in the trust, or if the former Trustee is an individual and not a corporation or other entity, against any beneficiary to the extent of distributions received by that beneficiary. This indemnification right extends to the estate, personal representatives, legal successors and assigns of a Trustee.

3. Indemnification of Trustee - Additional Provisions. I recognize that if a beneficiary accuses a Trustee of wrongdoing or breach of fiduciary duty, the Trustee may have a conflict of interest that ordinarily would prevent it from paying legal fees and costs from the trust estate to defend itself. I do not want to put a financial burden on any individual named to serve as a Trustee. Just as important, I do not want an individual who has been selected to serve as a Trustee to be reluctant to accept the position, or while serving to be intimidated in the performance of the Trustee's duties because of the threats of lawsuits that might force the Trustee to pay fees and costs from the Trustee's personal resources. For this reason, I deliberately and intentionally waive any such conflict of interest with respect to any individual serving as Trustee so that he or she can hire counsel to defend himself or herself against allegations of wrongdoing or if sued for any reason (whether by a beneficiary or by someone else) and pay all fees and costs for his or her defense from the trust estate until the dispute is resolved. I understand and agree that a court may award, disallow or allocate fees and costs in whole or in part after the dispute is resolved, as provided by law. The Trustee will account for all such fees and costs paid by it as provided by law. This provision shall not apply to any Trustee that is a corporation or other entity.

H. Compensation, Bond. Each Trustee is entitled to be paid reasonable compensation for services rendered in the administration of the trust. Reasonable compensation for a non-individual Trustee will be its published fee schedule in effect when its services are rendered unless otherwise agreed in writing, and except as follows. Any fees paid to a non-individual Trustee for making principal distributions, for termination of the trust, and upon termination of its services must be based solely on the value of its services rendered, not on the value of the trust principal. During my lifetime the Trustee's fees are to be charged wholly against income (to the extent sufficient), unless directed otherwise by me in writing. Each Trustee shall serve without bond.

I. Maintenance of Records. The Trustee shall maintain accurate accounts and records. It shall render annual statements of the receipts and disbursements of income and principal of a trust upon the written request of any adult vested beneficiary of such trust or the guardian of the person of any vested beneficiary and the approval of such beneficiary shall be binding upon all persons then or thereafter interested in such trust as to the matters and transactions shown on such statement. The Trustee may at any time apply for a judicial settlement of any account. No Trustee shall be required to file any statutory or other periodic accountings of the administration of a trust.

J. Interested Trustee. The Trustee may act under this Agreement even if interested in these Trusts in an individual capacity, as a fiduciary of another trust or estate (including my estate) or in any other capacity. The Trustee may in good faith enter into a sale, encumbrance, or other transaction involving the investment or management of trust property for the Trustee's own personal account or which is otherwise affected by a conflict between the Trustee's fiduciary and personal interests, without liability and without being voidable by a beneficiary. The Trustee is specifically authorized to make loans to, to receive loans from, or to sell, purchase or exchange assets in a transaction with (i) the Trustee's spouse, (ii) the Trustee's children or grandchildren, siblings, parents, or spouses of such persons, (iii) an officer, director, employee, agent, or attorney of the Trustee, or (iv) a corporation, partnership, limited liability company, or other business entity in which the Trustee has a financial interest, provided that in any transaction the trusts hereunder receive fair and adequate consideration in

money or money's worth. The Trustee may renounce any interest or expectancy of a trust in, or an opportunity to participate in, specified business opportunities or specified classes or categories of business opportunities that are presented to the Trustee. Such renunciation shall not prohibit the Trustee from participating in the Trustee's individual capacity in such opportunity or expectancy.

K. **Third Parties**. No one dealing with the Trustee need inquire into its authority or its application of property.

L. **Merger of Trusts**. If the Trustee is also trustee of a trust established by myself or another person by will or trust agreement, the beneficiaries to whom income and principal may then be paid and then operative terms of which are substantially the same as those of a trust held under this Agreement, the Trustee in its discretion may merge either such trust into the other trust. The Trustee, in exercising its discretion, shall consider economy of administration, convenience to the beneficiaries, tax consequences and any other factor it considers important. If it is later necessary to reestablish the merged trust as separate trusts, it shall be divided proportionately to the value of each trust at the time of merger.

M. **Multiple Trustees**. If two Trustees are serving at any time, any power or discretion of the Trustees may be exercised only by their joint agreement. Either Trustee may delegate to the other Trustee the authority to act on behalf of both Trustees and to exercise any power held by the Trustees. If more than two Trustees are serving at any time, and unless unanimous agreement is specifically required by the terms of this Trust Agreement, any power or discretion of the Trustees may be exercised only by a majority. The Trustees may delegate to any one or more of themselves the authority to act on behalf of all the Trustees and to exercise any power held by the Trustees. Trustees who consent to the delegation of authority to other Trustees will be liable for the consequences of the actions of those other Trustees as if the consenting Trustees had joined the other Trustees in performing those actions. A dissenting Trustee who did not consent to the delegation of authority to another Trustee and who has not joined in the exercise of a power or discretion cannot be held liable for the consequences of the exercise. A dissenting Trustee who joins only at the direction of the majority will not be liable for the consequences of the exercise if the dissent is expressed in writing delivered to any of the other Trustees before the exercise of that power or discretion.

ARTICLE V. ADDITIONAL TAX AND RELATED MATTERS

A. **GST Trusts**. I direct (a) that the Trustee shall divide any trust to which there is allocated any GST exemption into two separate Trusts (each subject to the provisions hereof) so that the generation-skipping tax inclusion ratio of one such trust is zero, (b) any property exempt from generation-skipping taxation shall be divided as otherwise provided herein and held for the same persons designated in Trusts separate from any property then also so divided which is not exempt from generation-skipping taxation, and (c) if upon the death of a beneficiary a taxable termination would otherwise occur with respect to any property held in trust for him or her with an inclusion ratio greater than zero, such beneficiary shall have with respect only to such property a power to appoint such

fractional share thereof which if included in such beneficiary's gross estate for federal estate tax purposes (without allowing any deduction with respect to such share) would not be taxed at the highest federal estate tax rate and such fractional share of such property shall be distributed to such persons including only such beneficiary's estate, spouse, and issue, as such beneficiary may appoint, and any part of a trust such beneficiary does not effectively appoint shall be treated as otherwise provided for disposition upon his or her death, provided, if upon his or her death two or more Trusts for his or her benefit are directed to be divided among and held or distributed for the same persons and the generation-skipping tax inclusion ratio of any such trust is zero, the amount of any other such Trust to which there is allocated any of such beneficiary's GST exemption shall be added to the Trusts with generation-skipping tax inclusion ratios of zero in equal shares. For purposes of funding any pecuniary payment to which there is allocated any GST exemption, such payment shall be satisfied with cash or property which fairly represents appreciation and depreciation (occurring between the valuation date and the date of distribution) in all of the assets from which such distribution could be made, and any pecuniary payment made before a residual transfer of property to which any GST exemption is allocated shall be satisfied with cash or property which fairly represents appreciation and depreciation (occurring between the valuation date and the date of distribution) in all of the assets from which such pecuniary payment could be satisfied and shall be allocated a pro rata share of income earned by all such assets between the valuation date and the date of payment. Except as otherwise expressly provided herein, the valuation date with respect to any property shall be the date as of which its value is determined for federal estate tax purposes with respect to the transferor thereof, and subject to the foregoing, property distributed in kind in satisfaction of any pecuniary payment shall be selected on the basis of the value of such property on the valuation date. All terms used in this paragraph which are defined or explained in Chapter 13 of the Code or the regulations thereunder shall have the same meaning when used herein. I request (but do not require) that if two or more Trusts are held hereunder for any person, no principal be paid to such person from the Trusts with the lower inclusion ratios for generation-skipping tax purposes unless the trust with the highest inclusion ratio has been exhausted by use, consumption, distribution or otherwise or is not reasonably available. The Trustee is authorized and directed to comply with the provisions of the Treasury Regulations interpreting the generation skipping tax provisions of the Code in severing or combining any trust, creating or combining separate trust shares, allocating GST exemption, or otherwise, as necessary to best accomplish the foregoing allocations, inclusion ratios, combinations, and divisions, including, without limitation, the payment of "appropriate interest" as determined by the Trustee as that term is applied and used in said Regulations.

B. **Individual Retirement Accounts**. In the event that this trust or any trust created under this Agreement is the beneficiary of an Individual retirement account established and maintained under Code Section 408 or a qualified pension, profit sharing or stock bonus plan established and maintained under Code Section 401 (referred to in this paragraph as "IRA"), the following provisions shall apply to such trust:

1. I intend that the beneficiaries of such trust shall be beneficiaries within the meaning of Code Section 401(a)(9) and the Treasury Regulations thereunder. All provisions of such trust shall be construed consistent with such intent. Accordingly, the following provisions shall apply to such trust:

a. No benefits from any IRA may be used or applied for the payment of any debts, taxes or other claims against my estate as set forth in the later paragraph captioned "Taxes", unless other assets of this trust are not available for such payment.

b. In the event that a beneficiary of any trust created under this Agreement has a testamentary general power of appointment or a limited power of appointment over all or any portion of any trust established under this Agreement, and if such trust is the beneficiary of any benefits from any IRA, the beneficiary shall not appoint any part of such trust to a charitable organization or to a lineal descendant of mine (or a spouse of a lineal descendant of mine) who is older than the beneficiary whose life expectancy is being used to calculate distributions from such IRA.

2. The Trustee shall deliver a copy of this Agreement to the custodian of any IRA of which this trust or any trust created under this Agreement is the named beneficiary within the time period prescribed Code Section 401(a)(9) and the Treasury Regulations thereunder, along with such additional items required thereunder. If the custodian of the IRA changes after a copy of this Agreement has been provided pursuant to the preceding sentence, the Trustee shall immediately provide a copy of this Agreement to the new custodian. The Trustee shall request each custodian to complete a receipt of the Agreement and shall attach such receipt to this Agreement. The Trustee shall provide a copy of each amendment of this Agreement to the custodian and shall obtain a receipt of such amendment.

C. **Gift Transfers Made From Trust During My Lifetime**. I direct that all gift transfers made from the trust during my lifetime be treated for all purposes as if the gift property had been first withdrawn by (or distributed to) me and then transferred by me to the donees involved. Thus, in each instance, even where title to the gift property is transferred directly from the name of the trust (or its nominee) into the name of the donee, such transfer shall be treated for all purposes as first a withdrawal by (or distribution of the property to) me followed by a gift transfer of the property to the donee by me as donor, the Trustee making the actual transfer in my behalf acting as my attorney in fact, this paragraph being, to that extent, a power of attorney from me to the Trustee to make such transfer, which power of attorney shall not be affected by my Disability, incompetence, or incapacity.

D. **Gifts**. If I am Disabled, I authorize the Trustee to make gifts from trust property during my lifetime for estate planning purposes, or to distribute amounts to my legally appointed guardian or to my attorney-in-fact for those purposes, subject to the following limitations:

1. Recipients. The gifts may be made only to my lineal descendants or to trusts primarily for their benefit, and in aggregate annual amounts to any one such recipient that do not exceed the exclusion amount provided for under Code Section 2503(b).

2. Trustee Limited. When a person eligible to receive gifts is serving as Trustee, the aggregate of all gifts to that person during the calendar year allowable under the preceding subparagraph 1. shall thereafter not exceed the greater of Five Thousand Dollars ($5,000), or five percent (5%) of the aggregate value of the trust estate. However, gifts completed prior to a recipient's commencing to serve as Trustee shall not be affected by this limitation.

3. Charitable Pledges. The Trustee may pay any charitable pledges I made while I was not Disabled (even if not yet due).

E. Death Costs. If upon my death the Trustee hold any United States bonds which may be redeemed at par in payment of federal estate tax, the Trustee shall pay the federal estate tax due because of my death up to the amount of the par value of such bonds and interest accrued thereon at the time of payment. The Trustee shall also pay from the trust all of my following death costs, but if there is an acting executor, administrator or Personal Representative of my estate my Trustee shall pay only such amounts of such costs as such executor, administrator or Personal Representative directs:

1. my debts which are allowed as claims against my estate,

2. my funeral expenses without regard to legal limitations,

3. the expenses of administering my estate,

4. the balance of the estate, inheritance and other death taxes (excluding generation-skipping transfer taxes unless arising from direct skips), and interest and penalties thereon, due because of my death with respect to all property whether or not passing under my Will or this Agreement (other than property over which I have a power of appointment granted to me by another person, and qualified terminable interest property which is not held in a trust that was subject to an election under Code Section 2652(a)(3) at or about the time of its funding) and life insurance proceeds on policies insuring my life which proceeds are not held under this trust or my probate estate at or by reason of my death), and

5. any gifts made in my Will or any Codicil thereto.

The Trustee may make any such payment either to my executor, administrator or Personal Representative or directly to the proper party. The Trustee shall not be reimbursed for any such payment, and is not responsible for the correctness or application of the amounts so paid at the direction of my executor, administrator, or Personal Representative. The Trustee shall not pay any of such death costs with any asset which would not otherwise be included in my gross estate for federal or state estate or inheritance tax purposes, or with any asset which otherwise cannot be so used, such as property received under a limited power of appointment which prohibits such use. Further, no payment of any such death costs shall be charged against or paid from the tangible personal property disposed of pursuant to the prior paragraph captioned "Disposition of Tangible Personal Property."

F. Subchapter S Stock. Regardless of anything herein to the contrary, in the event that after my death the principal of a trust includes stock in a corporation for which there is a valid election to be treated under the provisions of Subchapter S of the Code, the income beneficiary of such a trust is a U.S. citizen or U.S. resident for federal income tax purposes, and such trust is not an "electing small business trust" under Code Section 1361(e)(1) in regard to that corporation, the Trustee shall (a) hold such stock as a substantially separate and independent share of such trust within the meaning of Code Section

663(c), which share shall otherwise be subject to all of the terms of this Agreement, (b) distribute all of the income of such share to the one income beneficiary thereof in annual or more frequent installments, (c) upon such beneficiary's death, pay all accrued or undistributed income of such share to the beneficiary's estate, (d) distribute principal from such share during the lifetime of the income beneficiary only to such beneficiary, notwithstanding any powers of appointment granted to any person including the income beneficiary, and (e) otherwise administer such share in a manner that qualifies it as a "qualified Subchapter S trust" as that term is defined in Code Section 1361(d)(3), and shall otherwise manage and administer such share as provided under this Agreement to the extent not inconsistent with the foregoing provisions of this paragraph.

G. **Residence as Homestead**. I reserve the right to reside upon any real property placed in this trust as my permanent residence during my life, it being the intent of this provision to retain for myself the requisite beneficial interest and possessory right in and to such real property to comply with Section 196.041 of the Florida Statutes such that said beneficial interest and possessory right constitute in all respects "equitable title to real estate" as that term is used in Section 6, Article VII of the Constitution of the State of Florida. Notwithstanding anything contained in this trust to the contrary, for purposes of the homestead exemption under the laws of the State of Florida, my interest in any real property in which I reside pursuant to the provisions of this trust shall be deemed to be an interest in real property and not personalty and shall be deemed my homestead.

[remainder of page intentionally left blank]

==========

IN WITNESS WHEREOF, the parties hereto have executed this Amended and Restated Trust Agreement on the date first above written.

SETTLOR and TRUSTEE:

_____
SIMON L. BERNSTEIN

This instrument was signed by SIMON L. BERNSTEIN in our presence, and at the request of and in the presence of SIMON L. BERNSTEIN and each other, we subscribe our names as witnesses on this ____ day of _____, 2012:

_____
Print Name:_____
Address:_____
_____
_____

_____
Print Name:_____
Address:_____
_____
_____

STATE OF FLORIDA
SS.
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ___ day of _____, 2012, by SIMON L. BERNSTEIN.

_____
Signature - Notary Public-State of Florida

[Seal with Commission Expiration Date]

_____
Print, type or stamp name of Notary Public

Personally Known _____ or Produced Identification _____
Type of Identification Produced _____

Kimberly Moran

From: Robert Spallina
Sent: Thursday, May 10, 2012 3:01 PM
To: Kimberly Moran
Subject: FW: Bernstein Terminations - Update

TO assist Diana with

From: Craig, Janet [mailto:Janet.Craig@opco.com]
Sent: Tuesday, May 01, 2012 4:24 PM
To: Simon Bernstein; Robert Spallina; 'Diana Banks'
Cc: Worth, Hunt; Sigalos, Janet
Subject: Bernstein Terminations - Update

As we have not spoken in a while, I wanted to update you on our progress with these accounts.

At your earliest convenience, please forward the 2011 K-1s for LIC Holdings. Fiduciary tax returns for all 10 accounts are on extension.

This is the status on each of the accounts:

- Trust fbo Molly Simon – We have received the executed Refunding, Release and Receipt document signed by the family member. We have not received a Removal and Appointment Document. JPMorgan has not signed off on the documentation. Molly's 50% distribution at age 21 is pending one final request.
- Trusts FBO Joshua Bernstein, Jacob Bernstein, Daniel Bernstein and Eric Bernstein - We have received the executed Refunding, Release and Receipt document signed by the family member as well as the Removal and Appointment Document. JPMorgan has not signed off on the documentation.
- Trusts FBO Alexandra Bernstein, Michael Bernstein, Carly Friedstein, Max Friedstein and Julia Iantoni – No documentation received.

We are looking to complete our administration in an orderly and appropriate fashion. I am requesting your assistance in obtaining the appropriate documentation and forwarding it to us so that we can release the assets. I look forward to hearing from you.

Janet Craig, CTFA
Senior Vice President & Compliance Officer
Oppenheimer Trust Company
18 Columbia Turnpike
Florham Park, NJ 07932
Tel: 973-245-4635
Fax: 973-245-4699
Email: Janet.Craig@opco.com

This communication and any attached files may contain information that is confidential or privileged. If this communication has been received in error, please delete or destroy it immediately. Please go to www.opco.com/EmailDisclosures

Si Bennettin 5/2/12

- Change Disposition Plan To All G.C. → "Natural"
- Exercise Pot Under Shirley Well
- Call w/ All Children ASAP
- Diane - Insurance Follow-up
- Ted: Si Working on Buy-out Deal for Ted

Ted, Jim
Lisa, Pam
Si, RS

Bernstein

TLC

~~[illegible]~~

- All Children Agree To Final Disposition To All GC.

PREPARE AFFIDAVIT OF SCRIVENOR'S ERROR

RE: GRANDCHILDREN

SE/KLS

Si Bernstein 2/1/12

SIPC - Receivable - 500K
LIC Receivable - 100K
Total 600K

Loans	Si's Estate	Value	Estate Tax
1.2M JPM	- LLP -	1.15	.8M
.5M WF	- IRA -	.75	.75M
			1.55M

Shirley Estate

Shirley's Trust	Tax	FMV
- Condo -	1.0M	2.0M
- House -	1.0M	3.0M
- 1/2 LLP -	1.15M	.8
		5.8M

LIC
- Ted 45
- Si 33 — Ø Value (Today)
- GC 12
- Blue 10
100 SHS

Desire to give to Ted Gifts to Ted at Death if not given

Insurance
1.75M → 250K } Ted: Pam Chris
Manissa → 0-2 yrs 250K
2-4 yrs 500K
2-4 600K

Death Benefit $1.6M

TS004063

Alexa Collevechio

From: Alexa Collevechio
Sent: Monday, July 29, 2013 3:21 PM
To: 'mrmlaw1@gmail.com'
Cc: Robert Spallina
Subject: Bernstein (Schiller vs. LIC Summons)
Attachments: Marvin Schiller vs. LIC Summons (Bernstein) Part 1.pdf; Marvin Schiller vs. LIC Summons (Bernstein) Part 2.pdf; Marvin Schiller vs. LIC Summons (Bernstein) Part 3.pdf

Myra,

Hopefully this helps! The summons is attached in three different parts. You may see that some pages are more legible than others but that is how it was sent to us.

If the attachments fail to open or you have any questions, please do not hesitate to office.

Best Regards,

Alexa Collevechio, Receptionist
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Telephone: 561.997.7008
Facsimile 561.997.7308

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT
OF FLORIDA IN AND FOR PALM BEACH COUNTY

CASE NO.: 502013CA007442XXXXMB

MARVIN SCHILLER,

Plaintiff,
vs.

LIFE INSURANCE CONCEPTS, a Florida corporation, ESTATE OF SIMON BERNSTEIN, individually. THEODORE BERNSTEIN, individually, ARBITRAGE INTERNATIONAL MANAGEMENT LLC, a Florida corporation, CAMBRIDGE FINANCING COMPANY, a Florida corporation, LIC HOLDINGS INC., a Florida corporation, LIFE INSURANCE CONNECTION, a Florida corporation, LIFE INSURANCE INNOVATIONS INC., a Florida corporation, ALLIED ASSOCIATES INC., a Florida corporation, THE LINCOLN NATIONAL LIFE INS. CO, an Indiana corporation,

Defendants.
_____/

FILED
2013 JUN 24 AM 11:51
SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL

400 pm
6-26-13

SUMMONS

THE STATE OF FLORIDA:

To All and Singular the Sheriffs/Process Servers of said State:

YOU ARE COMMANDED to serve this Summons, a copy of the Complaint in this action on the Defendant,

By serving: LIFE INSURANCE CONCEPTS
950 Peninsula Corporate Circle
Suite 3010
Boca Raton, FL 33487

Each Defendant is required to serve written defenses to the Complaint on:

GEOFF S. STAHL, ESQ.
emailservice@liggiolaw.com
LIGGIO, BENRUBI
The Barristers Building, Suite 3B
1615 Forum Place
West Palm Beach, FL 33401

within 20 days after service of this Summons on that Defendant, exclusive of the day of service and, and FORTY-FIVE (45) DAYS TO RESPOND TO THE REQUEST TO PRODUCE and to file the original of the defenses with the Clerk of this Court, Pal. Beach County Courthouse, 205 N. Dixie Highway, West Palm Beach, FL 33401, either before service on Plaintiff's attorneys or immediately thereafter. If a Defendant fails to do so, a Default will be entered against that Defendant for the relief demanded in the Complaint.

JUN 24 2013

WITNESS my hand and the Seal of said Court, this ___ day of June, 2013.

SHARON R. BOCK
Clerk & Comptroller

CLERK OF THE CIRCUIT COURT

By: Christina Beahan
As Deputy Clerk

Christina M. Beahan

SHARON R. BOCK
Clerk & Comptroller
P.O. Box 4667
West Palm Beach, Florida
33402-4667

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT
OF FLORIDA IN AND FOR PALM BEACH COUNTY

CASE NO.:

MARVIN SCHILLER,

Plaintiff,

vs.

50 2013 CA 007442 XXXX MB

LIFE INSURANCE CONCEPTS, a Florida corporation, ESTATE OF SIMON BERNSTEIN, individually, THEODORE BERNSTEIN, individually, ARBITRAGE INTERNATIONAL MANAGEMENT LLC, a Florida corporation, CAMBRIDGE FINANCING COMPANY, a Florida corporation, LIC HOLDINGS INC., a Florida corporation, LIFE INSURANCE CONNECTION, a Florida corporation, LIFE INSURANCE INNOVATIONS INC., a Florida corporation, ALLIED ASSOCIATES INC., a Florida corporation, THE LINCOLN NATIONAL LIFE INS. CO, an Indiana corporation,

Defendants.
_____/

COPY
RECEIVED FOR FILING
MAY 06 2013
SHARON R. BOCK
CLERK & COMPTROLLER
CIRCUIT CIVIL DIVISION

COMPLAINT

The Plaintiff, MARVIN SCHILLER ("SCHILLER"), individually hereby sues the Defendants, LIFE INSURANCE CONCEPTS ("LIC"), a Florida corporation, ESTATE OF SIMON BERNSTEIN ("BERNSTEIN ESTATE"), individually, THEODORE BERNSTEIN ("T. BERNSTEIN"), individually, ARBITRAGE INTERNATIONAL MANAGEMENT LLC, ("INT. MGT."), a Florida corporation, CAMBRIDGE FINANCING COMPANY ("CAMBRIDGE"), a Florida corporation, LIC HOLDINGS INC. ("HOLDINGS"), a Florida corporation, LIFE INSURANCE CONNECTION ("CONNECTION"), a Florida

corporation, LIFE INSURANCE INNOVATIONS INC. ("INNOVATIONS"), a Florida corporation, ALLIED ASSOCIATES INC. ("ALLIED"), a Florida corporation and THE LINCOLN NATIONAL LIFE INS. CO, an Indiana corporation ("LINCOLN") and all facts being extant and material hereto allege:

1. This is an action for damages in excess of Fifteen Thousand Dollars ($15,000.00).

2. The Plaintiff, MARVIN SCHILLER, is a resident of Palm Beach County, Florida and is in all respects sui juris.

3 The Defendant, LIFE INSURANCE CONCEPTS (or LIC), is a Florida corporation, authorized to do business and is doing business in Palm Beach County, Florida. LIC is a closely held corporation with its principal place of business located at 950 Peninsula Corporate Circle, 3010, Boca Raton, FL 33487. At all times material hereto, Simon Bernstein (or BERNSTEIN ESTATE) and T. BERNSTEIN were officers and/or directors of LIC, thus. their individual acts are bound to LIC.

4. The Defendant, BERNSTEIN ESTATE (or Simon Bernstein), individually, was a resident of Palm Beach County, whose business address was located in Palm Beach County. BERNSTEIN ESTATE was a licensed and/or appointed agent, officer and/or Director of the Defendants, 1) LIC; 2) INT. MGT.; 3) CAMBRIDGE; 4) HOLDINGS; 5) CONNECTION; 6) INNOVATIONS; 7) ALLIED; and, 8) LINCOLN. At all times material hereto, BERNSTEIN ESTATE acted pursuant to such licenses, directorship and/or officer capacity.

5. The Defendant, T. BERNSTEIN, individually, is a resident of Palm Beach County, whose business address is located in Palm Beach County. T. BERNSTEIN is a

licensed and/or appointed agent, officer and/or Director of the Defendants, 1) LIC; 2) INT. MGT.; 3) CAMBRIDGE; 4) HOLDINGS; 5) CONNECTION; 6) INNOVATIONS; 7) ALLIED; and, 8) LINCOLN. At all times material hereto, T. BERNSTEIN acted pursuant to such licenses, directorship and/or officer capacity.

6. The Defendant, INT. MGT is a Florida corporation, authorized to do business and is doing business in Palm Beach County, Florida. INT. MGT is a closely held corporation with its principal place of business located at 950 Peninsula Corporate Circle, 3010, Boca Raton, FL 33487. At all times material hereto, Simon Bernstein (or BERNSTEIN ESTATE) and T. BERNSTEIN were officers and/or directors of INT. MGT, thus, their individual acts are bound to INT. MGT. Further, INT. MGT. is in all respects sui juris, and INT. MGT has licensed and/or appointed BERNSTEIN ESTATE and T. BERNSTEIN as agents to do business in the State of Florida, and at all times material hereto Defendants BERNSTEIN ESTATE and T. BERNSTEIN acted pursuant to such license.

7. The Defendant, CAMBRIDGE is a Florida corporation, authorized to do business and is doing business in Palm Beach County, Florida. CAMBRIDGE is a closely held corporation with its principal place of business located at 950 Peninsula Corporate Circle, 3010, Boca Raton, FL 33487. At all times material hereto, Simon Bernstein (or BERNSTEIN ESTATE) and T. BERNSTEIN were officers and/or directors of CAMBRIDGE, thus, their individual acts are bound to CAMBRIDGE. CAMBRIDGE is in all respects sui juris. Further, CAMBRIDGE has licensed and/or appointed BERNSTEIN ESTATE and T. BERNSTEIN as agents to do business in the State of Florida, and at all times material hereto Defendants BERNSTEIN ESTATE and T.

BERNSTEIN acted pursuant to such license.

8. The Defendant, HOLDINGS is a Florida corporation, authorized to do business and is doing business in Palm Beach County, Florida. HOLDINGS is a closely held corporation with its principal place of business located at 950 Peninsula Corporate Circle, 3010, Boca Raton, FL 33487. At all times material hereto, Simon Bernstein (or BERNSTEIN ESTATE) and T. BERNSTEIN were officers and/or directors of HOLDINGS, thus, their individual acts are bound to HOLDINGS. HOLDINGS is in all respects sui juris. Further, HOLDINGS has licensed and/or appointed BERNSTEIN ESTATE and T. BERNSTEIN as agents to do business in the State of Florida, and at all times material hereto Defendants BERNSTEIN ESTATE and T. BERNSTEIN acted pursuant to such license.

9. The Defendant, CONNECTION is a Florida corporation, authorized to do business and is doing business in Palm Beach County, Florida. CONNECTION is a closely held corporation with its principal place of business located at 950 Peninsula Corporate Circle, 3010, Boca Raton, FL 33487. At all times material hereto, Simon Bernstein (or BERNSTEIN ESTATE) and T. BERNSTEIN were officers and/or directors of CONNECTION, thus, their individual acts are bound to CONNECTION. CONNECTION is in all respects sui juris. Further, CONNECTION has licensed and/or appointed BERNSTEIN ESTATE and T. BERNSTEIN as agents to do business in the State of Florida, and at all times material hereto Defendants BERNSTEIN ESTATE and T. BERNSTEIN acted pursuant to such license.

10. The Defendant, INNOVATIONS is a Florida corporation, authorized to do business and is doing business in Palm Beach County, Florida. INNOVATIONS is a

closely held corporation with its principal place of business located at 950 Peninsula Corporate Circle, 3010, Boca Raton, FL 33487. At all times material hereto, Simon Bernstein (or BERNSTEIN ESTATE) and T. BERNSTEIN were officers and/or directors of INNOVATIONS, thus, their individual acts are bound to INNOVATIONS. INNOVATION is in all respects sui juris. Further, INNOVATIONS has licensed and/or appointed BERNSTEIN ESTATE and T. BERNSTEIN as agents to do business in the State of Florida, and at all times material hereto Defendants BERNSTEIN ESTATE and T. BERNSTEIN acted pursuant to such license.

11. The Defendant, ALLIED is a Florida corporation, authorized to do business and is doing business in Palm Beach County, Florida. ALLIED is a closely held corporation with its principal place of business located at 950 Peninsula Corporate Circle, 3010, Boca Raton, FL 33487. At all times material hereto, Simon Bernstein (or BERNSTEIN ESTATE) and T. BERNSTEIN were officers and/or directors of ALLIED, thus, their individual acts are bound to ALLIED. ALLIED is in all respects sui juris. Further, ALLIED has licensed and/or appointed BERNSTEIN ESTATE and T. BERNSTEIN as agents to do business in the State of Florida, and at all times material hereto Defendants BERNSTEIN ESTATE and T. BERNSTEIN acted pursuant to such license.

12. The Defendant, LINCOLN is an Indiana corporation, authorized to do business and is doing business in the State of Florida and Palm Beach County, Florida. LINCOLN has licensed and/or appointed agents to represent it in Florida and has informed the Florida Office of Insurance regulation that it is bound by their acts. Among others, BERNSTEIN ESTATE and T. BERNSTEIN were licensed and/or appointed

agents of Defendant, LINCOLN, and at all times material hereto acted pursuant to such licenses. Likewise, all named Defendants herein were associated with and/or were appointed agencies of LINCOLN and acted pursuant to such associations/ appointments.

13. In or about 2008, the Defendant BERNSTEIN ESTATE, individually, and in his capacity as a licensed and/or appointed agent of the Defendant, LIC, and/or the other Defendants named herein, approached MARVIN SCHILLER to urge him to buy a life insurance policy (the "Policy") even though SCHILLER had no interest or need to buy additional life insurance. The Policy is attached hereto as Exhibit "A".

14. As part of BERNSTEIN ESTATE'S urging, SCHILLER was advised that, as an exit strategy, the Policy could always be sold in the life settlement market should SCHILLER desire.

15. On or about March 26, 2008, Defendant, T. BERNSTEIN, prepared and delivered to SCHILLER "A LIFE INSURANCE ILLUSTRATION" in an effort to assist BERNSTEIN ESTATE'S push to sell SCHILLER the Policy and to further convince SCHILLER to purchase the subject Policy. (Exhibit "B")

16. At this time, T. BERNSTEIN was acting in his capacity as an agent, officer and/or director of either or all of Defendants: 1) LIC; 2) INT. MGT.; 3) CAMBRIDGE; 4) HOLDINGS; 5) CONNECTION; 6) INNOVATIONS; 7) ALLIED; and/or, 8) LINCOLN.

17. As part of the sale of the Policy, BERNSTEIN ESTATE and/or T. BERNSTEIN, acting within their capacity as agent, officer, and/or director of any/all Defendants named herein, convinced SCHILLER to use premium financing, despite knowing that SCHILLER did not need that option.

18. Additionally, BERNSTEIN ESTATE and T. BERNSTEIN failed to disclose and properly advise SCHILLER about the terms and costs of the Policy.

19. Moreover, the Policy was so poorly designed that it was not going to perform well under any circumstance, and the Policy clearly benefited BERNSTEIN ESTATE, T. BERNSTEIN, LIC as well as all other named Defendants herein.

20. Further, the application for the Policy shows that BERNSTEIN ESTATE and/or T. BERNSTEIN materially misrepresented their discussions with SCHILLER regarding the possibility of selling the Policy in the life settlement market; to wit, the application is marked "No" regarding the question of whether the policyholder had been involved in any talks about the "possible sale or assignment" of the Policy. (Exhibit "B")

21. In or about May, 2011, SCHILLER sought to surrender the Policy due to his belief that the Policy was not performing and could not be sold in the life settlement market.

22. Upon learning of SCHILLER'S desire to surrender the Policy, BERNSTEIN ESTATE and/or T. BERNSTEIN, acting as agents for the other named Defendants herein, advised and convinced SCHILLER to reduce the policy from TEN MILLION and 0/100 DOLLARS ($10,000,000.00) to FIVE MILLION and 0/100 DOLLARS ($5,000,000.00). (Exhibit "C")

23. This reduction of the Policy triggered substantial partial surrender charges and mortality charges and also forfeited SCHILLER'S guaranteed death benefit (the most valuable feature of the Policy), which was associated with the $10,000,000.00 Policy.

24. Importantly, neither BERNSTEIN ESTATE nor T. BERNSTEIN advised

SCHILLER that the reduction would void the guaranteed death benefit associated to his $10,000,000.00 Policy or would irreparably harm the Policy by causing an immediate loss and permanent loss.

25. As a result of SCHILLER'S initial purchase of the $10,000,000.00 Policy and then reduction to the $5,000,000.00 Policy, BERNSTEIN ESTATE and/or T. BERNSTEIN made substantial commissions by way of their relationship/ capacity/licenses with Defendants, LIC; INT. MGT.; CAMBRIDGE; HOLDINGS; CONNECTION; INNOVATIONS; ALLIED; and/or, LINCOLN.

26. The Plaintiff, MARVIN SCHILLER, individually, has been forced to retain the services of the undersigned counsel in order to prosecute this action and is obligated to pay reasonable attorneys' fees on a contingency fee basis.

COUNT I

NEGLIGENT MISREPRESENTATION AGAINST 1) BERNSTEIN ESTATE; 2) T. BERNSTEIN; 3) LIC; 4) INT. MGT.; 5) CAMBRIDGE; 6) HOLDINGS; 7) CONNECTION; 8) INNOVATIONS; 9) ALLIED; and, 10) LINCOLN

The Plaintiff, MARVIN SCHILLER, hereby adopts, realleges and reaffirms each and every allegation contained in paragraphs one (1) through twenty-six (26) above as though fully set forth herein and further alleges:

27. The Defendants, BERNSTEIN ESTATE and T. BERNSTEIN, individually, and in their his capacity as licensed and/or appointed agents, officers or directors of the respective Defendants, LIC; INT. MGT.; CAMBRIDGE; HOLDINGS; CONNECTION; INNOVATIONS; ALLIED; and, LINCOLN, had a duty to disclose and investigate whether the $10,000,000.00 life insurance policy would benefit SCHILLER. Moreover, Defendants, BERNSTEIN ESTATE and T. BERNSTEIN, individually, and in their

capacity as licensed and/or appointed agents of the Defendants, LIC; INT. MGT.; CAMBRIDGE; HOLDINGS; CONNECTION; INNOVATIONS; ALLIED; and, LINCOLN had a duty to disclose to Plaintiff that the $10,000,000.00 Policy would never yield a positive Internal Rate of Return ("IRR").

28. The Defendants, BERNSTEIN ESTATE and T. BERNSTEIN, individually, and in their his capacity as licensed and/or appointed agents, officers or directors of the respective Defendants, LIC; INT. MGT.; CAMBRIDGE; HOLDINGS; CONNECTION; INNOVATIONS; ALLIED; and. LINCOLN, knew or should have known that their misrepresentations were not true and would be relied upon by the Plaintiff, MARVIN SCHILLER.

29. The Plaintiff, MARVIN SCHILLER, justifiably relied upon the Defendants, BERNSTEIN ESTATE and T. BERNSTEIN, individually, and in their his capacity as licensed and/or appointed agents, officers or directors of the respective Defendants, LIC; INT. MGT.; CAMBRIDGE; HOLDINGS; CONNECTION; INNOVATIONS; ALLIED; and, LINCOLN, representations because they held themselves out as competent and qualified insurance agents.

30. As a direct and proximate result of such negligence of the Defendants, BERNSTEIN ESTATE and T. BERNSTEIN, individually, and in their his capacity as licensed and/or appointed agents, officers or directors of the respective Defendants, LIC; INT. MGT.; CAMBRIDGE; HOLDINGS; CONNECTION; INNOVATIONS; ALLIED; and, LINCOLN, the Plaintiff, MARVIN SCHILLER suffered actual damages and reasonably foreseeable consequential and incident damages including, but not limited to:

a. Loss of penalties and interest paid to the Internal Revenue Service;
b. Loss of $495,400.00 in premium payments;
c. Loss of $37,323.00 for Administration Charges; and
d. Loss of use of such monies.

WHEREFORE, the Plaintiff, MARVIN SCHILLER, demands judgment for damages in excess of Fifteen Thousand ($15,000.00) Dollars against the Defendants. BERNSTEIN ESTATE and T. BERNSTEIN, individually, and in their his capacity as licensed and/or appointed agents, officers or directors of the respective Defendants. LIC; INT. MGT.; CAMBRIDGE; HOLDINGS; CONNECTION; INNOVATIONS; ALLIED; and, LINCOLN, plus interest on all liquidated sums, taxable costs, and attorneys fees pursuant to Fla. Stat. §627.428 against LINCOLN only, and demands a trial by jury.

COUNT II

NEGLIGENT MISREPRESENTATION AGAINST 1) BERNSTEIN ESTATE; 2) T. BERNSTEIN; 3) LIC; 4) INT. MGT.; 5) CAMBRIDGE; 6) HOLDINGS; 7) CONNECTION; 8) INNOVATIONS; 9) ALLIED; and, 10) LINCOLN

The Plaintiff, MARVIN SCHILLER, hereby adopts, realleges and reaffirms each and every allegation contained in paragraphs one (1) through twenty-six (26) above as though fully set forth herein and further alleges:

31. The Defendants, BERNSTEIN ESTATE and T. BERNSTEIN, individually, and in their his capacity as licensed and/or appointed agents, officers or directors of the respective Defendants, LIC; INT. MGT.; CAMBRIDGE; HOLDINGS; CONNECTION; INNOVATIONS; ALLIED; and, LINCOLN, had a duty to disclose and investigate whether the $5,000,000.00 life insurance policy would benefit SCHILLER. Moreover, Defendants, BERNSTEIN ESTATE and T. BERNSTEIN, individually, and in their capacity as licensed and/or appointed agents of the Defendants, LIC; INT. MGT.;

CAMBRIDGE; HOLDINGS; CONNECTION; INNOVATIONS; ALLIED; and, LINCOLN had a duty to disclose to Plaintiff that the $5,000,000.00 Policy would never yield a positive IRR, would void the guaranteed death benefit associated to his $10,000,000.00 Policy and would irreparably harm the Policy by causing an immediate loss and permanent loss.

32. The Defendants, BERNSTEIN ESTATE and T. BERNSTEIN, individually, and in their his capacity as licensed and/or appointed agents, officers or directors of the respective Defendants, LIC; INT. MGT.; CAMBRIDGE; HOLDINGS; CONNECTION; INNOVATIONS; ALLIED; and, LINCOLN, knew or should have known that their misrepresentations were not true and would be relied upon by the Plaintiff, MARVIN SCHILLER.

33. The Plaintiff, MARVIN SCHILLER, justifiably relied upon the Defendants, BERNSTEIN ESTATE and T. BERNSTEIN, individually, and in their his capacity as licensed and/or appointed agents, officers or directors of the respective Defendants, LIC; INT. MGT.; CAMBRIDGE; HOLDINGS; CONNECTION; INNOVATIONS; ALLIED; and, LINCOLN, representations because they held himself out as competent and qualified insurance agents.

34. As a direct and proximate result of such negligence of the Defendants, BERNSTEIN ESTATE and T. BERNSTEIN, individually, and in their his capacity as licensed and/or appointed agents, officers or directors of the respective Defendants, LIC; INT. MGT.; CAMBRIDGE; HOLDINGS; CONNECTION; INNOVATIONS; ALLIED; and, LINCOLN, the Plaintiff, MARVIN SCHILLER suffered actual damages and reasonably foreseeable consequential and incident damages including, but not limited

to:

a. Loss of penalties and interest paid to the Internal Revenue Service;
b. Loss of $468,500.00 in premium payments;
c. Loss of $275,000.00 for mortality charges;
d. Loss of $193,500.00 for partial surrender charges; and,
e. Loss of use of such monies.

WHEREFORE, the Plaintiff, MARVIN SCHILLER, demands judgment for damages in excess of Fifteen Thousand ($15,000.00) Dollars against the Defendants, BERNSTEIN ESTATE and T. BERNSTEIN, individually, and in their his capacity as licensed and/or appointed agents, officers or directors of the respective Defendants, LIC; INT. MGT.; CAMBRIDGE; HOLDINGS; CONNECTION; INNOVATIONS; ALLIED; and, LINCOLN, plus interest on all liquidated sums, taxable costs, and attorneys fees pursuant to Fla. Stat. §627.428 against LINCOLN only, and demands a trial by jury.

COUNT III

NEGLIGENT FAILURE TO PROCURE AGAINST 1) BERNSTEIN ESTATE; 2) T. BERNSTEIN; 3) LIC; 4) INT. MGT.; 5) CAMBRIDGE; 6) HOLDINGS; 7) CONNECTION; 8) INNOVATIONS; 9) ALLIED; and, 10) LINCOLN

The Plaintiff, MARVIN SCHILLER, hereby adopts, realleges and reaffirms each and every allegation contained in paragraphs one (1) through twenty-six (26) above as though fully set forth herein and further alleges:

35. The Plaintiff, MARVIN SCHILLER, consulted with the Defendants, BERNSTEIN ESTATE and T. BERNSTEIN, individually, and in their his capacity as licensed and/or appointed agents, officers or directors of the respective Defendants, LIC; INT. MGT.; CAMBRIDGE; HOLDINGS; CONNECTION; INNOVATIONS; ALLIED; and, LINCOLN, when they told SCHILLER about the $10,000,000.00 Policy that would yield him a profit at death or in the life settlement market.

36. The Defendants, BERNSTEIN ESTATE and T. BERNSTEIN, individually, and in their his capacity as licensed and/or appointed agents, officers or directors of the respective Defendants, LIC; INT. MGT.; CAMBRIDGE; HOLDINGS; CONNECTION; INNOVATIONS; ALLIED; and, LINCOLN, held themselves out as qualified insurance agents, and the Plaintiff, MARVIN SCHILLER, believed that the Defendants, BERNSTEIN ESTATE and T. BERNSTEIN, individually, and in their his capacity as licensed and/or appointed agents, officers or directors of the respective Defendants, LIC; INT. MGT.; CAMBRIDGE; HOLDINGS; CONNECTION; INNOVATIONS; ALLIED; and, LINCOLN, were qualified insurance agents and relied upon their advice.

37. The Defendants, BERNSTEIN ESTATE and T. BERNSTEIN, individually, and in their his capacity as licensed and/or appointed agents, officers or directors of the respective Defendants, LIC; INT. MGT.; CAMBRIDGE; HOLDINGS; CONNECTION; INNOVATIONS; ALLIED; and, LINCOLN, had a duty to the Plaintiff, MARVIN SCHILLER, to exercise reasonable skill, care, and diligence in advising him of his life insurance needs, and further to truthfully and accurately advise if indeed there was any favorable benefit to be gained as a result of such purchase.

38. The Defendants, BERNSTEIN ESTATE and T. BERNSTEIN, individually, and in their his capacity as licensed and/or appointed agents, officers or directors of the respective Defendants, LIC; INT. MGT.; CAMBRIDGE; HOLDINGS; CONNECTION; INNOVATIONS; ALLIED; and, LINCOLN, were negligent and breached such duty by actions or omissions including but not limited to:

a. Failing to investigate whether the $10,000,000.00 life Insurance policy purchased through LINCOLN would indeed yield a positive IRR;

b. Failing to inform and/or fully educate the Plaintiff that he may not be able to yield a profit by selling the $10,000,000.00 Policy in the life settlement market;

c. Failing to notify the Plaintiff promptly after they discovered that the $10,000,000.00 Policy was inadequate;

d Failing to explain the LINCOLN policy terms including the fees and/or commissions attached to the premium financing piece of the policy;

e. Failing to know whether alternative investment vehicles and or insurance product were available that provided protections desired by the Plaintiff; and,

f. Failing to correctly represent the terms and scope of the LINCOLN Insurance Policy and Endorsements

39. The Plaintiff, MARVIN SCHILLER, did not and could not discover such negligence on the part of the Defendants, BERNSTEIN ESTATE and T. BERNSTEIN, individually, and in their his capacity as licensed and/or appointed agents, officers or directors of the respective Defendants, LIC; INT. MGT.; CAMBRIDGE; HOLDINGS; CONNECTION; INNOVATIONS; ALLIED; and, LINCOLN, until 2011, when he attempted to surrender the Policy.

40. As a direct and proximate result of such negligence of the Defendants, BERNSTEIN ESTATE and T. BERNSTEIN, individually, and in their his capacity as licensed and/or appointed agents, officers or directors of the respective Defendants, LIC; INT. MGT.; CAMBRIDGE; HOLDINGS; CONNECTION; INNOVATIONS; ALLIED; and, LINCOLN, the Plaintiff, MARVIN SCHILLER, suffered actual damages and reasonably foreseeable consequential and incidental damages including, but not limited to:

a. Loss of penalties and interest paid to the Internal Revenue Service;
b. Loss of $495,400.00 in premium payments;
c. Loss of $37,323.00 for Administration Charges; and
d. Loss of use of such monies.

WHEREFORE, the Plaintiff, MARVIN SCHILLER, demands judgment for damages in excess of Fifteen Thousand ($15,000.00) Dollars against the Defendants, BERNSTEIN ESTATE and T. BERNSTEIN, individually, and in their his capacity as licensed and/or appointed agents, officers or directors of the respective Defendants, LIC; INT. MGT.; CAMBRIDGE; HOLDINGS; CONNECTION; INNOVATIONS; ALLIED; and, LINCOLN, plus interest on all liquidated sums, taxable costs, and attorneys fees pursuant to Fla. Stat. §627.428 against LINCOLN only, and demands a trial by jury.

COUNT IV

NEGLIGENT FAILURE TO PROCURE AGAINST 1) BERNSTEIN ESTATE; 2) T. BERNSTEIN; 3) LIC; 4) INT. MGT.; 5) CAMBRIDGE; 6) HOLDINGS; 7) CONNECTION; 8) INNOVATIONS; 9) ALLIED; and, 10) LINCOLN

The Plaintiff, MARVIN SCHILLER, hereby adopts, realleges and reaffirms each and every allegation contained in paragraphs one (1) through twenty-six (26) above as though fully set forth herein and further alleges:

41. The Plaintiff, MARVIN SCHILLER, consulted with the Defendants, BERNSTEIN ESTATE and T. BERNSTEIN, individually, and in their his capacity as licensed and/or appointed agents, officers or directors of the respective Defendants, LIC; INT. MGT.; CAMBRIDGE; HOLDINGS; CONNECTION; INNOVATIONS; ALLIED; and, LINCOLN, when they told SCHILLER about the $5,000,000.00 Policy that would yield him a profit at death or in the life settlement market.

42. The Defendants, The Defendants, BERNSTEIN ESTATE and T.

BERNSTEIN, individually, and in their his capacity as licensed and/or appointed agents, officers or directors of the respective Defendants, LIC; INT. MGT.; CAMBRIDGE; HOLDINGS; CONNECTION; INNOVATIONS; ALLIED; and, LINCOLN, held themselves out as qualified insurance agents, and the Plaintiff, MARVIN SCHILLER, believed that the Defendants, The Defendants. BERNSTEIN ESTATE and T. BERNSTEIN, individually, and in their his capacity as licensed and/or appointed agents, officers or directors of the respective Defendants, LIC; INT. MGT.; CAMBRIDGE; HOLDINGS; CONNECTION; INNOVATIONS; ALLIED; and, LINCOLN, were qualified insurance agents and relied upon their advice.

43. The Defendants, BERNSTEIN ESTATE and T. BERNSTEIN, individually, and in their his capacity as licensed and/or appointed agents, officers or directors of the respective Defendants, LIC; INT. MGT.; CAMBRIDGE; HOLDINGS; CONNECTION; INNOVATIONS; ALLIED; and, LINCOLN, had a duty to the Plaintiff, MARVIN SCHILLER, to exercise reasonable skill, care, and diligence in advising him of his life insurance needs, and further to truthfully and accurately advise if indeed there was any favorable benefit to be gained as a result of such purchase.

44. The Defendants, BERNSTEIN ESTATE and T. BERNSTEIN, individually, and in their his capacity as licensed and/or appointed agents, officers or directors of the respective Defendants, LIC; INT. MGT.; CAMBRIDGE; HOLDINGS; CONNECTION; INNOVATIONS; ALLIED; and, LINCOLN, were negligent and breached such duty by actions or omissions including but not limited to:

a. Failing to investigate whether the $5,000,000.00 life Insurance policy purchased through LINCOLN would indeed yield a positive IRR;

b. Failing to inform and/or fully educate the Plaintiff that he may not be able to yield a profit by selling the $5,000,000.00 Policy in the life settlement market;

c. Failing to notify the Plaintiff promptly after they discovered that the $5,000,000.00 Policy was inadequate;

d. Failing to explain the LINCOLN policy terms including the fees and/or commissions attached to the premium financing piece of the policy;

e. Failing to know whether alternative investment vehicles and or insurance product were available that provided protections desired by the Plaintiff;

f. Failing to advise Plaintiff that he would lose the guaranteed death benefit associated to his $10,000,000.00 Policy;

g. Failing to advise Plaintiff that he would be irreparably harmed by reducing the Policy to only $5,000,000.00 due to an immediate loss and permanent loss; and,

h. Failing to correctly represent the terms and scope of the LINCOLN Insurance Policy and Endorsements.

45. The Plaintiff, MARVIN SCHILLER, did not and could not discover such negligence on the part of the Defendants, BERNSTEIN ESTATE and T. BERNSTEIN, individually, and in their his capacity as licensed and/or appointed agents, officers or directors of the respective Defendants, LIC; INT. MGT.; CAMBRIDGE; HOLDINGS; CONNECTION; INNOVATIONS; ALLIED; and, LINCOLN, until the time of filing this Complaint.

46. As a direct and proximate result of such negligence of the Defendants, BERNSTEIN ESTATE and T. BERNSTEIN, individually, and in their his capacity as licensed and/or appointed agents, officers or directors of the respective Defendants, LIC; INT. MGT.; CAMBRIDGE; HOLDINGS; CONNECTION; INNOVATIONS; ALLIED;

and, LINCOLN, the Plaintiff, MARVIN SCHILLER, suffered actual damages and reasonably foreseeable consequential and incidental damages including, but not limited to:

a. Loss of penalties and interest paid to the Internal Revenue Service;
b. Loss of $468,500.00 in premium payments;
c. Loss of $275,000.00 for mortality charges;
d. Loss of $193,500.00 for partial surrender charges; and,
e. Loss of use of such monies.

WHEREFORE, the Plaintiff, MARVIN SCHILLER, demands judgment for damages in excess of Fifteen Thousand ($15,000.00) Dollars against the Defendants, BERNSTEIN ESTATE and T. BERNSTEIN, individually, and in their his capacity as licensed and/or appointed agents, officers or directors of the respective Defendants, LIC; INT. MGT.; CAMBRIDGE; HOLDINGS; CONNECTION; INNOVATIONS; ALLIED; and, LINCOLN, plus interest on all liquidated sums, taxable costs, and attorneys fees pursuant to Fla. Stat. §627.428 against LINCOLN only, and demands a trial by jury.

COUNT V

BREACH OF FIDUCIARY DUTY

The Plaintiff, MARVIN SCHILLER, hereby adopts, realleges and reaffirms each and every allegation contained in paragraphs one (1) through twenty-six (26) above as though fully set forth herein and further alleges:

47. The Defendants, BERNSTEIN ESTATE and T. BERNSTEIN, individually, and in their capacity as licensed and/or appointed agents, officers or directors of the respective Defendants, LIC; INT. MGT.; CAMBRIDGE; HOLDINGS; CONNECTION; INNOVATIONS; ALLIED; and, LINCOLN, were acting in a fiduciary capacity for the Plaintiff, MARVIN SCHILLER, as they were hired to handle every aspect of the sale,

advice, and procurement of the aforesaid LINCOLN life insurance policy fairly and honestly and with due regard for SCHILLER'S interests, and before their own interests. As fiduciaries, the Defendants, each of them, had a duty to determine if the LINCOLN Policy (both the $10,000,00.00 Policy and the $5,000,000.00 reduction of the Policy) would indeed accomplish the benefits that they represented it would provide, before selling it to the Plaintiff; a duty to make full and fair disclosure to Plaintiff that he would not be able to sell the Policy(ies) in the life settlement market, and how that fact would impede Plaintiff's ability to yield a profit from either the $10,000,000.00 Policy and/or the $5,000,000.00 Policy (after being converted).

48. The Defendants, BERNSTEIN ESTATE and T. BERNSTEIN, individually, and in their his capacity as licensed and/or appointed agents, officers or directors of the respective Defendants, LIC; INT. MGT.; CAMBRIDGE; HOLDINGS; CONNECTION; INNOVATIONS; ALLIED; and, LINCOLN, violated their fiduciary responsibilities to the Plaintiff by actions or omissions including but not limited to:

a. Failing to investigate whether the life Insurance policy purchased through LINCOLN would in fact yield an IRR or profit;

b. Failing to inform and/or fully educate the Plaintiff that he would not be able to sell the Policy in the life settlement market;

c. Failing to notify the Plaintiff promptly after they discovered that the LINCOLN Policy was inadequate;

d. Failing to explain the LINCOLN policy terms including the importance of why being unable to sell the Policy in the life settlement market would be detrimental;

e. Failing to know whether alternative investment vehicles and or insurance product were available that would have provided protections desired by the Plaintiff; and,

f. Failing to correctly represent the terms and scope of the LINCOLN Insurance Policy and Endorsements.

49. As a direct and proximate result of the Defendants, BERNSTEIN ESTATE and T. BERNSTEIN, individually, and in their his capacity as licensed and/or appointed agents, officers or directors of the respective Defendants, LIC; INT. MGT.; CAMBRIDGE; HOLDINGS; CONNECTION; INNOVATIONS; ALLIED; and, LINCOLN, Breach of Fiduciary Duty, the Plaintiff, MARVIN SCHILLER, suffered actual damages and reasonably foreseeable consequential and incidental damages including, but not limited to:

a. Loss of penalties and interest paid to the Internal Revenue Service;
b. Loss of $495,400.00 in premium payments;
c. Loss of $37,323.00 for administration Charges;
d. Loss of $468,500.00 in additional premium payments;
e. Loss of $275,000.00 for mortality charges;
f. Loss of $193,500.00 for partial surrender charges; and
g. Loss of use of such monies;

WHEREFORE, the Plaintiff, MARVIN SCHILLER, demands judgment for damages in excess of Fifteen Thousand ($15,000.00) Dollars against the Defendants, BERNSTEIN ESTATE and T. BERNSTEIN, individually, and in their his capacity as licensed and/or appointed agents, officers or directors of the respective Defendants, LIC; INT. MGT.; CAMBRIDGE; HOLDINGS; CONNECTION; INNOVATIONS; ALLIED; and, LINCOLN, plus interest on all liquidated sums, taxable costs, and attorneys fees pursuant to Fla. Stat. §627.428 against LINCOLN only, and demands a trial by jury.

COUNT VI

FRAUD

The Plaintiff, MARVIN SCHILLER, hereby adopts, realleges and reaffirms each

and every allegation contained in paragraphs one (1) through twenty-six (26) above as though fully set forth herein and further alleges:

50. The Defendants, BERNSTEIN ESTATE and T. BERNSTEIN, individually, and in their his capacity as licensed and/or appointed agents, officers or directors of the respective Defendants, LIC; INT. MGT.; CAMBRIDGE; HOLDINGS; CONNECTION; INNOVATIONS; ALLIED; and, LINCOLN, made the aforesaid representations to the Plaintiff, MARVIN SCHILLER, regarding the operation and benefit of the $10,000,000.00 Policy, and failed to disclose that Plaintiff would not yield an IRR or profit, would be unable to sell the Policy in the life settlement market, and that as a result, Plaintiff would lose on his investment; with the intention that Plaintiff would rely upon them and their representations.

51. Indeed, the Plaintiff, MARVIN SCHILLER, did rely on the Defendants, BERNSTEIN ESTATE and T. BERNSTEIN, individually, and in their his capacity as licensed and/or appointed agents, officers or directors of the respective Defendants, LIC; INT. MGT.; CAMBRIDGE; HOLDINGS; CONNECTION; INNOVATIONS; ALLIED; and, LINCOLN, to his detriment, both at the time that the $10,000,000.00 Policy was purchased, as well as through the ensuing years until 2011.

52. As a direct and proximate result of the Defendants, BERNSTEIN ESTATE and T. BERNSTEIN, individually, and in their his capacity as licensed and/or appointed agents, officers or directors of the respective Defendants, LIC; INT. MGT.; CAMBRIDGE; HOLDINGS; CONNECTION; INNOVATIONS; ALLIED; and, LINCOLN, fraudulent representations and omissions, the Plaintiff, MARVIN SCHILLER, suffered actual damages and reasonably foreseeable consequential and incidental damages

including, but not limited to:

a. Loss of penalties and interest paid to the Internal Revenue Service;
b. Loss of $495,400.00 in premium payments;
c. Loss of $37,323.00 for Administration Charges; and
d. Loss of use of such monies.

WHEREFORE, the Plaintiff, MARVIN SCHILLER, demands judgment for damages in excess of Fifteen Thousand ($15,000.00) Dollars against the Defendants, BERNSTEIN ESTATE and T. BERNSTEIN, individually, and in their his capacity as licensed and/or appointed agents, officers or directors of the respective Defendants, LIC; INT. MGT.; CAMBRIDGE; HOLDINGS; CONNECTION; INNOVATIONS; ALLIED; and, LINCOLN, plus interest on all liquidated sums, taxable costs, and attorneys fees pursuant to Fla. Stat. §627.428 against LINCOLN only, and demands a trial by jury.

COUNT VII

FRAUD

The Plaintiff, MARVIN SCHILLER, hereby adopts, realleges and reaffirms each and every allegation contained in paragraphs one (1) through twenty-four (24) above as though fully set forth herein and further alleges:

53. The Defendants, Defendants, BERNSTEIN ESTATE and T. BERNSTEIN, individually, and in their his capacity as licensed and/or appointed agents, officers or directors of the respective Defendants, LIC; INT. MGT.; CAMBRIDGE; HOLDINGS; CONNECTION; INNOVATIONS; ALLIED; and, LINCOLN, made the aforesaid representations to the Plaintiff, MARVIN SCHILLER, regarding the operation and benefit of the $5,000,000.00 Policy, and failed to disclose that Plaintiff would not yield an IRR or profit, would be unable to sell the Policy in the life settlement market, failed to advise

Plaintiff that he would lose the guaranteed death benefit associated with his $10,000,000.00 Policy, failed to advise Plaintiff that he would be irreparably harmed by reducing the Policy to only $5,000,000.00 due to an immediate loss and permanent loss and that as a result Plaintiff would lose on his investment; with the intention that Plaintiff would rely upon them and their representations.

54. Indeed, the Plaintiff, MARVIN SCHILLER, did rely on the Defendants, BERNSTEIN ESTATE and T BERNSTEIN, individually, and in their his capacity as licensed and/or appointed agents, officers or directors of the respective Defendants, LIC; INT. MGT.; CAMBRIDGE; HOLDINGS; CONNECTION; INNOVATIONS; ALLIED; and, LINCOLN, to his detriment, both at the time that the $10,000,000.00 Policy was converted to a $5,000,000.00 Policy in or around May, 2011, as well as through the ensuing years until the time of filing this Complaint.

55. As a direct and proximate result of the Defendants, BERNSTEIN ESTATE and T. BERNSTEIN, individually, and in their his capacity as licensed and/or appointed agents, officers or directors of the respective Defendants, LIC; INT. MGT.; CAMBRIDGE; HOLDINGS; CONNECTION; INNOVATIONS; ALLIED; and, LINCOLN, fraudulent representations and omissions, the Plaintiff, MARVIN SCHILLER, suffered actual damages and reasonably foreseeable consequential and incidental damages including, but not limited to:

a. Loss of penalties and interest paid to the Internal Revenue Service;
b. Loss of $468,500.00 in premium payments;
c. Loss of $275,000.00 for mortality charges;
d. Loss of $193,500.00 for partial surrender charges; and,
e. Loss of use of such monies.

WHEREFORE, the Plaintiff, MARVIN SCHILLER, demands judgment for

damages in excess of Fifteen Thousand ($15,000.00) Dollars against the Defendants, BERNSTEIN ESTATE and T. BERNSTEIN, individually, and in their his capacity as licensed and/or appointed agents, officers or directors of the respective Defendants, LIC; INT. MGT.; CAMBRIDGE; HOLDINGS; CONNECTION; INNOVATIONS; ALLIED; and, LINCOLN, plus interest on all liquidated sums, taxable costs, and attorneys fees pursuant to Fla. Stat. §627.428 against LINCOLN only, and demands a trial by jury.

DATED this 6th day of May 2013.

LIGGIO, BENRUBI
Suite 3B, The Barristers Building
1615 Forum Place
West Palm Beach, FL 33401
Telephone: 561/616-3333
Facsimile: 561/616-3266
Email: emailservice@liggiolaw.com
iliggio@liggiolaw.com
gstahl@liggiolaw.com

By: _____
JEFFREY M. LIGGIO, ESQ.
Florida Bar No.: 357741
GEOFF S. STAHL, ESQ.
Florida Bar No.: 89240

The Lincoln National
Life Insurance Company
(the "Company")
Service Office: 100 North Greene Street
P.O. Box 21008
Greensboro, NC 27420

A Stock Company

This policy is a legal contract between You and Us. It is important that You read Your contract carefully.

We will pay the proceeds of this policy to the beneficiary upon receipt of due proof that the death of the Insured occurred while this policy was in force. This payment and all other rights, options and benefits will be subject to the terms of this policy.

Right to Cancel Policy. You may cancel this policy by delivering or mailing a written notice to The Lincoln National Life Insurance Company, P.O. Box 21008, Greensboro, NC 27420 and by returning the policy or contract before midnight of the twentieth day after the date You receive the policy. Notice given by mail and return of the policy or contract are effective on being postmarked, properly addressed, and postage prepaid. The Lincoln National Life Insurance Company must return all payments made for this policy within ten days after it receives notice cancellation and the returned policy.

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Riders providing supplemental benefits or policy changes, if any, and a copy of the application follow Page 16.

Dennis P. Glass
President

C. Suzanne Thomas
Secretary

Insured: Marvin Schiller

Policy Number: JJ7025248

FLEXIBLE PREMIUM
ADJUSTABLE LIFE INSURANCE POLICY WITH COVERAGE PROTECTION GUARANTEE

Proceeds payable at death. Adjustable Death Benefit. Flexible premiums payable to the earlier of the death of the Insured or the Insured's Attained Age 121. Policy Values may increase or decrease as determined by declared interest and risk rates. Non-participating – No Dividends.

EXHIBIT
tabbies
"A"

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Summary of Policy Features

This Summary is an overview of the important features and operations of Your policy. It is meant to give You a basic understanding of Your policy. Specific details regarding these features are only provided in the policy provisions and cannot be fully described in a summary. **This summary is not a substitute for reading the entire policy carefully.**

Flexible Premium Adjustable Life Insurance – This title is Our generic name for universal life insurance. "Flexible premium" means that You may pay premiums by any method agreeable with Us, at any time prior to the Insured's Attained Age 121 and in any amount subject to certain limitations. "Adjustable life insurance" means that You, with Our agreement, can change the death benefit to meet Your changing needs.

Coverage Duration – Your policy will remain in effect to the insured's death if You have a positive Cash Surrender Value or if the Coverage Protection Guarantee test is met.

Policy Value – The Policy Value is a key component of Your policy. It's where Your premiums go and where We assess Our charges for providing coverage. We apply a charge to each premium You pay, then add the balance to the Policy Value. We deduct the cost of providing the coverage (the cost of insurance) plus the cost of any additional benefits and/or riders and administrative expense charges from this value each month as a "monthly deduction". We then credit interest to the difference.

Simply put - premium and interest additions increase the Policy Value, Our charges decrease the Policy Value. If additions exceed deductions, Your Policy Value increases; if deductions exceed additions, Your Policy Value decreases. If the Policy Value, less surrender charge, less Debt (Cash Surrender Value) becomes so small that We cannot take an entire monthly deduction, Your policy may terminate; see, however, the Coverage Protection Guarantee below and the policy provisions describing the Grace Period.

Coverage Protection Guarantee – Your policy provides an important Coverage Protection Guarantee which can ensure that Your coverage will continue even if Your Cash Surrender Values are insufficient to cover the monthly deductions.

How does the Coverage Protection Guarantee work? The guarantee references an "alternate" policy value calculated in the same manner as the actual Policy Value but utilizing different charges (cost of insurance, cost of additional benefits and/or riders, administrative expense charges) and interest rates. All charges used in this alternate policy value calculation are guaranteed not to increase and all interest rates used in this alternate policy value calculation are guaranteed not to decrease.

The alternate policy value is not used in determining the actual Policy Value, it is simply a reference value used to determine whether the Coverage Protection Guarantee is in effect.

Note that the length of time the Coverage Protection Guarantee can continue Your policy in force may vary based upon the following factors:

- changes in premium frequency, timing or amount;
- policy changes such as loans, partial surrenders, changes in the death benefit and addition of riders.

In addition, if You have allowed the policy to lapse longer than 90 days, the guarantee is permanently lost.

We will provide You with an annual notification of the status of Your Coverage Protection Guarantee, which You should review carefully.

Variables - Many variables affect Your policy's performance. The better You understand these variables, the better You will be able to monitor Your policy's performance and take advantage of its flexibility:

- **Credited Interest Rates**. Credited interest is a significant component of Your policy. Do not assume that interest rates will remain constant for any extended period of time or that interest rates credited to this Policy will correlate with changes in interest rates on other policies owned by You. We can change interest rates at any time based on certain contractually identified factors subject to a minimum rate.
- **Monthly Cost of Insurance and Expense Charges**. These charges are assessed against Your Policy Value to cover the company's cost of insurance and other expenses. These charges will be detailed in Your annual Statement of Account. We can change these charges based on certain contractually identified factors subject to the maximum guaranteed factors shown in Your policy.
- **Premium Payments**. Payment of premiums, even planned premiums, may not result in Policy Value performance as originally expected. Premium payments are only one variable affecting the performance of Your Policy Value. Your policy could perform better or worse than expected due to the effect of changes in interest rates, monthly cost of insurance and expense charges, as well as the timing, amount and frequency of Your premium payments. Obviously, if You choose to pay lower premiums or skip premium payments, such actions will have the impact of slowing Your Policy Value growth and increasing the potential that Your policy will lapse.

Summary of Policy Features (Cont'd)

Monitoring Your Policy's Performance - We will send You an annual Statement of Account to help You monitor Your policy's performance and compare it to Your objectives when You purchased Your policy. Begin by verifying that Your planned premiums will accomplish Your insurance objective. Ask Your life insurance agent to explain anything You do not understand. You may need to adjust Your premiums to achieve Your insurance objectives. You may request a projection of future death benefits and Policy Values from Us at any time. We are also available to answer Your questions and assist You in making changes to Your policy.

SCHEDULE OF BENEFITS AND PREMIUMS – POLICY NUMBER JJ-7025248

FORM NUMBER	BENEFIT		ISSUE DATE	MONTHLY DEDUCTION	RATE CLASS	YEARS PAYABLE
UL 5070 16	INITIAL SPECIFIED AMOUNT	10,000,000	APR 24, 2008	SEE PAGE 9	STD NON-TOBACCO USER	46

POLICY SPECIFICATIONS

NOTE: THIS POLICY PROVIDES LIFE INSURANCE COVERAGE TO THE DEATH OF THE INSURED IF SUFFICIENT PREMIUMS ARE PAID. THE DURATION OF COVERAGE WILL DEPEND ON THE AMOUNT, TIMING AND FREQUENCY OF PREMIUM PAYMENTS, INTEREST CREDITED, COST OF INSURANCE, EXPENSE CHARGES, ANY LOANS OR WITHDRAWALS AND THE COST OF ADDITIONAL BENEFITS. THE PLANNED PREMIUM MAY NEED TO BE INCREASED TO KEEP THIS POLICY AND THE COVERAGE IN FORCE.

OWNER	MARVIN SCHILLER 2008 IRREVOCABLE TRUST DATED APRIL 3, 2008.
BENEFICIARY	AS STATED IN THE APPLICATION
INSURED	MARVIN SCHILLER
POLICY NUMBER	JJ-7025248 POLICY DATE APRIL 24, 2008
AGE AND SEX	75 MALE
SPECIFIED AMOUNT	$10,000,000
DEATH BENEFIT OPTION	1

PLAN OF INSURANCE FLEXIBLE PREMIUM ADJUSTABLE LIFE

INSURED	MARVIN SCHILLER
POLICY NUMBER	JJ-7025248
FORM NUMBER	UL 5070 15
PLANNED PREMIUM	$495,400.00 ANNUAL
MINIMUM SPECIFIED AMOUNT	$100,000

FACTORS USED IN THE CALCULATION OF POLICY VALUES

MONTHLY ADMINISTRATIVE CHARGES.

$14.00 FOR POLICY MONTHS 1-12
$ 4.00 FOR POLICY MONTHS 13 & LATER

GUARANTEED NET PREMIUM FACTOR
92.50% OF GROSS PREMIUM PAID IN ALL POLICY YEARS

MORTALITY TABLE USED TO CALCULATE MINIMUM CASH SURRENDER VALUES –
2001 CSO MALE OR FEMALE NONSMOKER OR SMOKER

INTEREST RATE USED TO CALCULATE MINIMUM CASH SURRENDER VALUES – 3.00%

PLAN OF INSURANCE FLEXIBLE PREMIUM ADJUSTABLE LIFE

INSURED MARVIN SCHILLER

POLICY NUMBER JJ-7025246

FORM NUMBER UL 5070.16

TABLE OF SURRENDER CHARGES PER $1,000 OF INITIAL SPECIFIED AMOUNT

POLICY MONTH	SURRENDER CHARGE
1-12	45.33
13-24	43.09
25-36	40.87
37-48	38.70
49-60	36.58
61-72	34.51
73-84	32.51
85-96	30.55
97-108	28.62
109-120	26.70
121-132	24.85
133-144	23.01
145-156	21.15
157-168	19.24
169-180	17.23
181-192	15.02
193-204	12.45
205-216	9.33
217-228	5.34
229 and after	0.00

THE SURRENDER CHARGES ABOVE ARE BASED ON THE INITIAL SPECIFIED AMOUNT. ADDITIONAL SURRENDER CHARGES RELATED TO ANY INCREASE IN SPECIFIED AMOUNT WILL BEGIN FROM THE EFFECTIVE DATE OF THE INCREASE IN COVERAGE. THESE ADDITIONAL SURRENDER CHARGES WILL BE SHOWN ON A SUPPLEMENTAL POLICY SPECIFICATIONS PAGE.

POLICY LOAN INTEREST RATE CHARGED IN ARREARS 6.50%

POLICY LOAN INTEREST RATE CHARGED IN ARREARS ON PREFERRED LOANS 5.50%

INTEREST RATE CREDITED TO POLICY VALUE HELD FOR POLICY LOAN COLLATERAL IS 5.50% IN ALL POLICY YEARS.

PARTIAL SURRENDER MINIMUM AMOUNT $500.00

PARTIAL SURRENDER FEE $5.00

MAXIMUM ATTAINED AGE FOR AN INCREASE: 85

PLAN OF INSURANCE FLEXIBLE PREMIUM ADJUSTABLE LIFE

INSURED MARVIN SCHILLER

POLICY NUMBER JJ-7025248

FORM NUMBER UL 5070.15

DEATH BENEFIT QUALIFICATION TEST – GUIDELINE PREMIUM TEST

TABLE OF CORRIDOR FACTORS

ATTAINED AGE	CORRIDOR FACTOR
75	1.05
76	1.05
77	1.05
78	1.05
79	1.05
80	1.05
81	1.05
82	1.05
83	1.05
84	1.05
85	1.05
86	1.05
87	1.05
88	1.05
89	1.05
90	1.05
91	1.04
92	1.03
93	1.02
94	1.01
95 And Over	1.00

PLAN OF INSURANCE FLEXIBLE PREMIUM ADJUSTABLE LIFE

INSURED	MARVIN SCHILLER
POLICY NUMBER	JJ-7025248
FORM NUMBER	UL 5070 15

FACTORS USED IN THE CALCULATION OF COVERAGE PROTECTION GUARANTEE:

CPA I, II, III INTEREST RATES: 5.30% FOR POLICY YEARS 1-10; 5.50% FOR POLICY YEARS 11-30; AND 5.50% FOR POLICY YEARS 31 AND THEREAFTER

IF THE TOTAL VALUE OF THE CPA ACCOUNTS ON A MONTHLY ANNIVERSARY IS LESS THAN ZERO, WE WILL NOT APPLY NEGATIVE INTEREST TO THE ACCOUNTS

COVERAGE PROTECTION GUARANTEE NET PREMIUM FACTOR 92.00% OF GROSS PREMIUM PAID IN ALL POLICY YEARS

COVERAGE PROTECTION GUARANTEE REINSTATEMENT PROVISIONS PERIOD: WITHIN 90 DAYS AFTER THE DATE OF TERMINATION AND PRIOR TO THE INSURED'S ATTAINED AGE 121

INSURED MARVIN SCHILLER

POLICY NUMBER JJ-7025248

FORM NUMBER UL 5070.16

COVERAGE PROTECTION GUARANTEE
COST OF INSURANCE RATES PER 1,000 OF SPECIFIED AMOUNT

POLICY YEAR	TABLE A MONTHLY RATE	TABLE B MONTHLY RATE	POLICY YEAR	TABLE A MONTHLY RATE	TABLE B MONTHLY RATE	POLICY YEAR	TABLE A MONTHLY RATE	TABLE B MONTHLY RATE
1	0.75625	0.75625	17	7.67666	15.35333	33	19.54251	42.21833
2	0.91270	0.91270	18	8.12910	16.59000	34	20.86134	44.38583
3	1.13866	1.13866	19	9.25920	19.29000	35	21.94351	46.68833
4	1.37182	1.37182	20	9.74114	20.72583	36	23.09227	49.13250
5	1.52055	1.52055	21	10.45436	22.24333	37	24.31231	51.72833
6	1.75934	2.05194	22	11.11510	23.64916	38	25.60715	54.48333
7	1.96300	2.89496	23	11.60835	25.12416	39	26.98230	57.40916
8	2.17415	3.58500	24	12.54821	26.69833	40	28.44087	60.51250
9	2.63223	4.53833	25	13.33781	28.37833	41	29.98874	63.80583
10	3.07087	5.38750	26	14.18225	30.17500	42	31.63060	67.29916
11	3.59986	6.42833	27	14.85239	31.60083	43	33.37195	71.00416
12	4.19237	7.62250	28	15.56640	33.12000	44	35.21945	74.93500
13	4.85550	8.99166	29	16.32623	34.73656	45	37.17778	79.10166
14	5.58355	10.53500	30	17.13463	36.45666	46	39.15666	83.33333
15	6.37130	12.25250	31	17.96259	38.26083			
16	7.23095	14.17833	32	18.88420	40.17916			

PLAN OF INSURANCE FLEXIBLE PREMIUM ADJUSTABLE LIFE

F5170-B.1106 PAGE 4E

INSURED MARVIN SCHILLER

POLICY NUMBER JJ-7025248

FORM NUMBER UL 5070.16

COVERAGE PROTECTION GUARANTEE
TABLE OF ADMINISTRATIVE CHARGES

POLICY YEAR	MONTHLY RATE	POLICY YEAR	MONTHLY RATE
1	21,697.50	36	10.00
2	20,132.92	37	10.00
3	17,873.34	38	10.00
4	15,541.75	39	10.00
5	14,054.50	40	10.00
6	8,740.59	41	10.00
7	3,776.00	42	10.00
8	10.00	43	10.00
9	10.00	44	10.00
10	10.00	45	10.00
11	10.00	46	10.00
12	10.00		
13	10.00		
14	10.00		
15	10.00		
16	10.00		
17	10.00		
18	10.00		
19	10.00		
20	10.00		
21	10.00		
22	10.00		
23	10.00		
24	10.00		
25	10.00		
26	10.00		
27	10.00		
28	10.00		
29	10.00		
30	10.00		
31	10.00		
32	10.00		
33	10.00		
34	10.00		
35	10.00		

PLAN OF INSURANCE FLEXIBLE PREMIUM ADJUSTABLE LIFE

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Definitions

Where the terms below appear in this policy, We define them as follows:

Age The Insured's age, nearest birthday, on the Policy Date.

Attained Age The Insured's age as measured from the Policy Date plus the number of completed policy years.

Cash Surrender Value The Policy Value as of the date of surrender less the charge, if any, for full surrender, and less any Debt.

Cash Value Policy Value less any surrender charge.

Coverage Protection Guarantee A policy feature that provides that the policy will remain in effect to the death of the Insured subject to the requirements as stipulated in the Coverage Protection Guarantee Provisions on Page 11.

Debt The principal of a policy loan together with interest due.

Insured The person whose life is insured under this policy.

Irrevocable Beneficiary A beneficiary, named by You as irrevocable, whose written consent is necessary for You to exercise any right specified in this policy.

Issue Date The date the policy is issued at Our Service Office as stated on Page 3.

Monthly Anniversary Day The same day in each month as the Policy Date.

Nonparticipating No dividends will be paid on this policy.

Notice, Election, Request Writings satisfactory to Us that have been received at Our Service Office. We will not be held responsible for any payment or other action We have taken before Your writings are recorded at Our Service Office.

Policy Date The date We use to determine policy anniversaries and monetary values. If a requested Policy Date should fall on the 29th, 30th or 31st of a month, the Policy Date will be the 28th of such month.

Policy Value As defined in the Nonforfeiture Provisions on Page 9.

Proceeds The money We will pay as a death benefit or if the policy is surrendered for its Cash Surrender Value.

1. As a Death Claim The proceeds will be the amount of Insurance as described on page 8.
2. Upon Surrender The proceeds will be the Cash Surrender Value.

Service Office Our principal place of business as shown on Page 1.

"We", "Our", "Us" The Company.

"You", "Your" The Owner of this policy.

Owner and Beneficiary

Owner The Owner is shown on page 3 or in a rider attached to this policy. While the Insured is alive, the Owner may exercise every right and option and receive every benefit provided by this policy. These rights, however, are subject to the written consent of any Irrevocable Beneficiary.

Beneficiary The beneficiary is as stated in the application unless later changed.

Change of Owner or Beneficiary While the Insured is alive, the Owner or beneficiary may be changed. Any change will take effect as of the date the request is signed. The Insured need not be living when the requested change is recorded at Our Service Office, however the requested change must be delivered to Us prior to the death of the Insured.

Death of the Owner or Beneficiary If an Owner other than the Insured dies while the Insured is living, all rights and options of the Owner will belong to the Owner's executors or administrators or to the Owner's successor in interest (if the Owner is a non-natural person) unless otherwise provided. The interest of any beneficiary, including any Irrevocable Beneficiary, who dies before the Insured, will belong to the Owner unless otherwise provided.

General Provisions

The Contract This policy is issued in consideration of the application and payment of the initial premium. This policy, the attached copy of the application and/or endorsements, and any attached supplemental applications and riders form the entire contract. All statements made by or for the Insured are, in the absence of fraud, considered to be representations and not warranties. We will not use any statement by or for the Insured to void this policy or to deny a claim unless it is contained in an application.

Policy Changes Only an authorized officer of the Company can change the terms or waive provisions of this policy. A change must be in writing.

Incontestability We will not contest this policy after it has been in force during the Insured's lifetime for 2 years from the Issue Date. An increase in the Specified Amount will not be contested after it has been in force during the Insured's lifetime for 2 years from its effective date.

Suicide If the Insured, while sane or insane, commits suicide within 2 years from the Issue Date, the amount payable will be no more than the sum of the premiums paid less any Debt and any partial surrenders. If the Insured, while sane or insane, commits suicide within 2 years from the effective date of an increase in the Specified Amount, the amount payable under such increase will be the sum of the monthly deductions for such increase. The amount payable under this provision will be paid to the Beneficiary. Any amount payable will first be used to pay the interest of anyone to whom the policy has been assigned.

Assignment Only You have the right to assign this policy. We are not bound by an assignment unless it has been recorded at Our Service Office. We are not responsible for the validity or effect of any assignment.

Misstatement of Age or Sex If the age or sex of the Insured has been misstated, the amount of death benefit will be adjusted to the amount which would have been provided by the most recent cost of insurance deduction at the true age and sex. The Policy Value will not be affected.

Compliance with the Internal Revenue Code This policy is intended to qualify as life insurance under the Internal Revenue Code. The death benefit provided by this policy is intended to qualify for the Federal income tax exclusion. If at any time the premium paid under this policy exceeds the amount allowable for such qualification, We will refund the premium to You with interest within sixty days after the end of the policy year in which the premium was received. If, for any reason, We do not refund the excess premium within sixty days after the end of such policy year, the excess premium will be held in a separate deposit fund and credited with interest until refunded to You.

The interest rate used on any refund or credited to the separate deposit fund created by this provision will be the current rate of interest We are paying on this policy. We also reserve the right to refuse to make any change in the Specified Amount or the Death Benefit Option or any other change if such change would cause this policy to fail to qualify as life insurance under the Internal Revenue Code.

Modified Endowment This policy will be allowed to become a modified endowment contract under the Internal Revenue Code only with Your consent. Otherwise, if at any time the premiums paid under the policy exceed the limit for avoiding modified endowment contract status, the excess premium will be refunded to You with interest within sixty days after the end of the policy year in which the premium was received. If, for any reason, We do not refund the excess premium within sixty days after the end of such policy year, the excess premium will be held in a separate deposit fund and credited with interest until refunded to You. The interest rate used on any refund or credited to the separate deposit fund created by this provision will be the current rate of interest We are paying on this policy.

Annual Report We will provide an Annual Report to You. This report will show the activity of the policy for the past policy year. It will list premiums paid, expenses charged, monthly deductions, interest credited, and partial surrenders. It will show the then current death benefit, Policy Values and Debt, as well as any other information required by state law and regulation. By comparing the actual Policy Values to the projection of values received when this policy was purchased You can determine whether this policy is performing as planned.

Upon request, We will provide a projection of illustrative future death benefits and Policy Values. The first illustration in any policy year will be furnished free of charge. If You request more than one illustration in a policy year We reserve the right to apply a charge for this service.

Settlement Payment or settlement under this policy will be made at Our Service Office in a lump sum payment unless You elect to receive proceeds under a Settlement Option as stated in the Settlement Options provision. At the time of settlement, any Debt will be deducted. At the time of settlement, We reserve the right to require surrender of this policy.

Payment of Claims When this policy becomes a claim due to the death of the Insured, settlement will be made within 2 months after receipt of due proof of death.

Deferment We may defer making a partial surrender or policy loan up to 6 months after We receive Your request, however a partial surrender or loan for payment of premiums to Us will not be deferred.

Premium Provisions

Premium Payment The initial premium is due on the Policy Date and is payable on or before delivery of this policy. Thereafter, premiums may be paid at any time and in any amount, subject to the following conditions. Unless otherwise agreed to in writing by Us, however sufficient premium must be paid to keep this policy in force.

The amount of each premium must be at least $25.

We reserve the right to limit the amount of premiums paid in accordance with the Compliance with the Internal Revenue Code and Modified Endowment provisions. We also reserve the right to require evidence of insurability satisfactory to Us for any premium payment that would result in an immediate increase in the difference between the Death Benefit and the Policy Value. If satisfactory evidence of insurability is not received the premium or portion thereof may be returned.

Your premiums are payable in United States currency. Premium payments, after the first, can be made as follows:

1. through prearranged withdrawals by contacting the Service Office;
2. sent to any premium address designated by Us,
3. made to Our authorized agent. A receipt signed by one of Our Officers will be provided upon request.

Grace Period If on a Monthly Anniversary Day the Cash Surrender Value is less than the monthly deduction due, Your policy will enter the grace period unless the Coverage Protection Guarantee is in effect. A grace period of 60 days from the date that the policy enters the grace period will be allowed for the payment of the minimum amount needed to continue the policy. If the Coverage Protection Guarantee is in effect, the grace period will not begin and this policy will not be subject to termination under this provision.

We will notify You and any assignee of the minimum amount due at least 30 days before the end of the grace period. If the amount specified is not paid within the grace period, this policy will terminate without value at the end of such period. If the Insured dies within the grace period, the amount needed to continue this policy to the end of the policy month of death will be deducted from the amount otherwise payable.

Reinstatement Application to reinstate this policy may be made within 5 years after the date of termination and prior to the Insured's Attained Age 121 provided this policy has not been surrendered for its Cash Surrender Value. Limitations exist for reinstatement of the Coverage Protection Guarantee Provisions as stated in this provision. You may apply to reinstate this policy even if the Coverage Protection Guarantee Provisions can no longer be reinstated.

In addition to the application, reinstatement will require all of the following:

1. You must furnish evidence of insurability satisfactory to Us;
2. You must pay an amount that results in a Cash Surrender Value on the date of reinstatement that is sufficient to keep this policy in force for at least 2 months;
3. You must pay or reinstate any Debt.

The Cash Surrender Value on the date of reinstatement will equal:

(a) The Policy Value at the time of policy termination; plus

(b) Net Premiums credited at the time of reinstatement; less

(c) The surrender charge at the time of reinstatement; less

(d) Any Debt at the time of reinstatement.

The surrender charge will be based on the duration from the original Policy Date as though the policy had never lapsed.

Reinstatement will be effective on the date We approve the application unless another date acceptable to Us is requested. In addition to the required payment to keep the policy in force as stated in 2. above, We recommend that You resume Your modal premium payments in order to provide coverage beyond the initial period following the date of reinstatement.

We will not contest this policy for misrepresentations made in the application for reinstatement after this policy has been in force during the lifetime of the Insured for 2 years from the date of the last reinstatement.

The Coverage Protection Guarantee Provisions may be reinstated at the time of policy reinstatement if application for reinstatement is received during the Coverage Protection Guarantee Provisions Reinstatement Period as shown on page 4. In order to reinstate the Coverage Protection Guarantee Provisions We will require payment at the time of policy reinstatement of the lesser of:

(i) the amount stipulated in 2. above; and

(ii) an amount required to reinstate the Coverage Protection Guarantee Provisions on the date of reinstatement that is sufficient to keep the Coverage Protection Guarantee in effect for at least 2 policy months.

You will be advised at the time of reinstatement of the amount required. In order for the guarantee described in the Coverage Protection Guarantee Provisions to become effective, additional payment may be required. Your request for reinstatement of the Coverage Protection Guarantee Provisions must be received during the specified time period.

Premium Refund at Death Any premium paid after the beginning of the policy month of death will be refunded as part of the proceeds, unless You request otherwise prior to such payment.

Insurance Coverage Provisions

Death Benefit The death benefit of this policy is the larger of:

(a) The death benefit under the Death Benefit Option in effect; or

(b) The Policy Value at the beginning of the policy month of death times the Corridor Factor shown in the table on page 4.

The death benefit will be reduced by any Debt on the date of death. The Policy Value at the beginning of the policy month of death used in calculating the death benefit is after subtracting all parts of the monthly deduction for the policy month except for the cost of insurance.

Death Benefit Qualification Test This policy is intended to qualify as life insurance under the Internal Revenue Code. The death benefit provided by this policy is intended to qualify for the Federal income tax exclusion. Two methods of qualifying as life insurance are the Cash Value Accumulation Test and the Guideline Premium Test, as defined in Internal Revenue Code Section 7702. The Death Benefit Qualification Test for this policy is shown on page 4 and cannot be changed. Unless You elected otherwise, the Death Benefit Qualification Test is the Guideline Premium Test.

Death Benefit Options There are three death benefit options as described in this provision. The death benefit option for this policy is shown on page 3.

- **Option I** The death benefit is the Specified Amount on the date of death.
- **Option II** The death benefit is the Specified Amount on the date of death plus the Policy Value at the beginning of the policy month of death.
- **Option III** The death benefit is the Specified Amount on the date of death plus the total of the premiums paid prior to the Insured's Attained Age 100 less the total of any partial surrenders taken to the date of death. If the total of the partial surrenders taken to the date of death is greater than the total of premiums paid prior to the Insured's Attained Age 100, then the death benefit will be less than the Specified Amount.

Continuation of Policy After Age 121 If this policy is in force at the Attained Age 121 of the Insured (but not in the grace period) the following will occur:

(a) Your policy will continue in force for the lifetime of the Insured unless You surrender this policy;

(b) the Death Benefit Option in effect may not be changed;

(c) no further premium payments may be made;

(d) no further monthly deductions will be taken;

(e) Policy loans and partial surrenders can continue to be taken. Loan rates will apply as stated on Page 4;

(f) All supplemental riders and benefits will terminate.

If this policy is in the grace period at Attained Age 121 You will need to pay the minimum amount required to remove this policy from the grace period in order to guarantee continuation of this policy beyond Attained Age 121.

Changes in Insurance Coverage Upon request, the insurance coverage may be changed at any time after the first policy year as described in this provision.

- **Increases in Specified Amount** The Maximum Attained Age for an increase in Specified Amount is as shown on Page 4. If a change would result in an increase in the amount payable at death, such change will be subject to satisfactory evidence of insurability.
- **Decreases in Specified Amount** A decrease in Specified Amount may be made prior to the Attained Age 121 of the Insured. The Specified Amount may not be decreased below the minimum shown on page 4. A decrease in the Specified Amount will apply first against insurance with the most recent effective date, with the Initial Specified Amount being last to be decreased. A surrender charge will be applied as specified in the Surrender Charges provision.
- **Changes in Death Benefit Option** Prior to the Insured's Attained Age 121 You may request a change in death benefit option to Option I or Option II. Changes to Option III are not permitted. If a change would result in an increase in the amount payable at death, such change will be subject to satisfactory evidence of insurability.

Rating class changes that may occur upon your request (such as a change in Tobacco User status) can be made at any time after the first policy year and prior to the Insured's Attained Age 121. Changes in insurance coverage will be effective on the Monthly Anniversary Day on or next following the date of approval by Us of the request for the change, unless another date acceptable to Us is requested.

Policy Changes and the Coverage Protection Guarantee Rating class changes that result in a more favorable mortality rating will require a change to Table A, B and the Table of Coverage Protection Guarantee Administrative Charges used in determining the Coverage Protection Guarantee. A new specifications page will be sent to You after such change. Decreases in Specified Amount for the policy or any attached rider and death benefit option changes will not require a change to Table A, B or the Table of Coverage Protection Guarantee Administrative Charges. A charge will be applied in determining the Coverage Protection Guarantee following an increase in Specified Amount as stipulated in the Coverage Protection Guarantee provisions.

Nonforfeiture Provisions

Policy Value The Policy Value on the Policy Date will be equal to all net premiums paid for this policy. The Policy Value of this policy is then determined on each Monthly Anniversary Day by accumulating with interest the Policy Value for the prior month increased by net premiums credited and decreased by monthly deductions and by the reduction in Policy Value caused by any partial surrender since the preceding Monthly Anniversary Day.

On any day other than a Monthly Anniversary Day, the Policy Value will be the Policy Value as of the preceding Monthly Anniversary Day minus both the monthly deduction for the current policy month and the reduction in Policy Value caused by any partial surrender since the preceding Monthly Anniversary Day.

In addition, if the surrender is processed as of the preceding Monthly Anniversary Day We will refund any premium received since the preceding Monthly Anniversary Day.

Net Premium Each net premium will be computed by multiplying each gross premium by the guaranteed net premium factor shown on page 4. A higher net premium factor may be applied as determined by Us.

Interest Rate The interest rate used in the calculation of the Policy Value will never be less than the Interest Rate Used to Calculate Minimum Cash Surrender Values as shown on page 4. Interest in excess of the guaranteed rate may be applied as determined by Us. Such interest is referred to in this policy as excess interest.

Interest will begin to accumulate as of the date the net premium is credited.

Monthly Deduction The monthly deduction for a policy month will be computed as (1) plus (2) where:

(1) is the cost of insurance and the cost of any additional benefits provided by rider for the policy month.

(2) is the sum of all administrative charges for the policy and any attached riders shown on page 4 as being due for the policy month.

If there is an increase in the Specified Amount, additional charges will be in effect for the increase as shown on page 4. A new specifications page will be sent to You following an increase in Specified Amount.

Cost of Insurance The cost of insurance is determined on a monthly basis as the cost of insurance rate for the month multiplied by the net amount at risk for the month. The net amount at risk for the Policy Value calculation is computed as (1) minus (2) where:

(1) is the death benefit for the month before reduction for any Debt, discounted to the beginning of the month at the guaranteed interest rate.

(2) is the Policy Value at the beginning of the month.

For months in which Death Benefit Option I is in effect, for the purpose of allocating the cost of insurance between different parts of the Specified Amount, the Policy Value will be considered as part of the Initial Specified Amount. If such value exceeds the Initial Specified Amount, any excess will be considered part of the earliest addition to the Specified Amount. This allocation will continue in order of all additions to the Specified Amount until all value is allocated.

Cost of Insurance Rates The monthly cost of insurance rates are determined by Us. The table of guaranteed maximum rates is shown on pages 13 and 14. We may use rates lower than these guaranteed maximum rates. We will never use higher rates. The guaranteed maximum rates are based on the mortality table shown on page 4.

Continuation of Insurance This policy and all riders will continue in force according to the terms as long as either the Cash Surrender Value is sufficient to cover the monthly deduction or the total of the Coverage Protection Accounts equals or exceeds Debt. If neither amount is sufficient, the policy will terminate according to the grace period provision. If premiums are discontinued on any date, the Cash Surrender Value on that date will be used to provide insurance under this provision.

Basis of Values Minimum Policy Values are based on the mortality assumptions and interest rates shown on page 4. The values for this policy are at least equal to the minimum required by law. If required, a detailed statement of the method used to determine policy values and reserves has been filed with the states in which this policy is delivered.

Changes in Rates At Our sole discretion, We may change the monthly cost of insurance rates or excess interest rate at any time. We will base any change on Our future expectations as to investment earnings, mortality, persistency, expenses and taxes. We will not make any change in order to distribute past gains or recoup prior losses. Any change in the monthly cost of insurance rates will apply to all Insureds with the same combination of the following: Attained Age, sex, Initial Specified Amount, length of time the policy has been in force and rate class. Changes in rates will affect the Policy Value. Changes in rates may also affect length of insurance coverage.

Nonforfeiture Provisions (Continued)

Surrender and Surrender Value Upon request, You may surrender this policy for its Cash Surrender Value. Surrender within 31 days after a policy anniversary date will be treated as a surrender on that date, otherwise the surrender request will be effective on the Monthly Anniversary Day nearest the date We receive Your request.

Partial Surrender Upon request, You may make a partial surrender of this policy. The partial surrender may be for any amount equal to or greater than the Partial Surrender Minimum Amount shown on page 4, not to exceed the Cash Surrender Value less $500.

When a partial surrender is made:

1. the Policy Value will be reduced by the amount of the partial surrender, plus the partial surrender fee shown on page 4;
2. the death benefit will be reduced by the amount at least equal to the reduction in Policy Value. Such a reduction may be produced without changing the Specified Amount. If not, We will reduce the Specified Amount so that the reduction in death benefit is equal to the reduction in value. If Death Benefit Option III is in effect and the total of the partial surrenders is greater than the premiums paid, then the Death Benefit will be less than the Specified Amount. A partial surrender cannot be allowed if it would reduce the Specified Amount below the minimum shown on page 4.

Surrender Charges The charge for full surrender will be the amount shown on Page 4 for the number of completed policy months preceding surrender. There will be a partial charge if there is a decrease in the Specified Amount while there is a surrender charge in effect. If there is an increase in the Specified Amount, an additional surrender charge may be in effect for the increase. If there is an additional surrender charge in effect for an increase in Specified Amount, a new schedule of surrender charges will be provided after such increase.

Surrender charges are computed based on the number of thousands of Specified Amount. The partial charge for a decrease in Specified Amount will be based on the per thousand charge for the number of thousands of the decrease. A decrease in Specified Amount will apply first against insurance with the most recent effective date.

A new schedule of surrender charges will be provided after a change in such charges.

Coverage Protection Guarantee Provisions

Coverage Protection Guarantee When the Coverage Protection Guarantee is in effect, this guarantee will provide that this policy will not enter the grace period because the policy's Cash Surrender Value is insufficient to cover the current monthly deductions as defined in the policy. The Coverage Protection Guarantee is in effect if the total of the Coverage Protection Accounts (herein referred to as "CPA I", "CPA II" and "CPA III" or the "account(s)") equals or exceeds Debt. The total of the Coverage Protection Accounts is a value equal to what the Policy Value would have been if calculated using the provisions described below. The Coverage Protection Accounts are used only for determining if the Coverage Protection Guarantee is in effect and are not used in calculating the actual Policy Value provided under this policy.

Coverage Protection Value The value of CPA I, CPA II and CPA III on the Policy Date will be equal to all net premiums allocated to each account. The value of each account is then determined on each Monthly Anniversary Day by accumulating with interest the value for the prior month increased by net premiums credited to that account and decreased by monthly deductions charged to that account and by the reduction in value caused by any partial surrender charged to that account since the preceding Monthly Anniversary Day. The total of the Coverage Protection Accounts may become less than zero.

On any day other than a Monthly Anniversary Day, the value of the account will be the value as of the preceding Monthly Anniversary Day minus both the monthly deduction for the current policy month charged to that account and the reduction in value caused by any partial surrender charged to that account since the preceding Monthly Anniversary Day.

Net Premium Each net premium will be computed by multiplying each gross premium by the Coverage Protection Guarantee Net Premium Factor on Page 4.

Interest Rate The interest rate for all accounts is shown on Page 4.

Interest will begin to accumulate as of the date the net premium is credited.

Monthly Deduction The monthly deduction for a policy month will be computed as (1) plus (2) where

(1) is the cost of insurance and the guaranteed maximum cost of any additional benefits provided by rider for the policy month.

(2) is the administrative charges. The Coverage Protection Guarantee Administrative Charges on Page 4 will be used, plus the maximum guaranteed administrative charges for any attached riders shown on page 4 as being due for the policy month.

This amount will include any Coverage Protection Guarantee charge in effect for an increase. Such charge will be based upon the Attained Age, sex, class of the Insured and the amount of the increase and will be shown on a supplemental specifications page that We will send to You.

Cost of Insurance The cost of insurance is determined on a monthly basis as the cost of insurance rate for the month multiplied by the net amount at risk for the month.

The net amount at risk for an account is computed as (1) minus (2) where

(1) is the death benefit for the month before reduction for any Debt, discounted to the beginning of the month at the CPA III guaranteed interest rate.

(2) is the total of all Coverage Protection Accounts at the beginning of the month.

Cost of Insurance Rates The monthly cost of insurance rates for use in the account calculations are shown in the Coverage Protection Guarantee Cost of Insurance Table A and B on Page 4. Table B will be applied if CPA III is not equal to zero otherwise Table A will be applied. The rate in the designated Table will apply to all accounts.

Changes in Rates The cost of insurance rates and the interest rates described in the Coverage Protection Guarantee provisions are fixed and guaranteed and not subject to change.

Allocation Among Accounts Net premiums, partial surrenders and monthly deductions will be allocated among the accounts by the following rules:

- **Net Premiums**

a) If the initial premium, allocate to CPA I.

b) If any other premium paid in the first policy year while the total of all accounts exceeds zero, allocate to CPA I.

c) If any other premium paid while the total of the accounts is equal to or less than zero, allocate to CPA III.

d) Otherwise, allocate to CPA II

- **Partial Surrenders**

Each account will be reduced by the same proportion as the Cash Value.

- **Monthly Deductions**

a) Allocate to CPA III until it is reduced to zero.

b) Allocate balance to CPA II until it is reduced to zero.

c) Allocate any additional balance to CPA I until it is reduced to zero.

d) Allocate remaining balance to CPA III (in addition to any allocation to CPA III made in a) above).

Coverage Protection Guarantee Provisions Continued

Disability Waiver Benefits If a Disability Waiver of Monthly Deduction Benefit is attached to this policy and if You qualify for a Disability Waiver Benefit, monthly deductions due for the purposes of determining if the Coverage Protection Guarantee is in effect will be waived. If a Disability Waiver of Specified Premium Benefit is attached to this policy, any premium paid to this policy will be applied as premium for the purposes of determining if the Coverage Protection Guarantee is in effect.

Policy Loans

When Available A loan may be obtained by request when this policy has a loan value. This policy will be the sole security for the loan.

Amount Available The loan value at any time is the then current Policy Value if this policy were surrendered on the date of determination.

The maximum additional loan at any time is the loan value at that time less:

1. any existing loan;
2. accrued interest on any existing loan; and
3. interest on the total outstanding loan to the end of the policy year.

Loan Interest Interest on a policy loan is due and payable on each policy anniversary. If You do not pay the interest when it is due, We will add the amount of interest to the loan. We will charge interest on this amount at the same interest being charged on the loan. The effective annual policy loan interest rate is shown on page 4.

You must assign this policy to Us to the extent of the outstanding loan. If the Insured dies, We will deduct the outstanding loan from the death benefit before We pay the death benefit to the beneficiary.

Loan Repayments You may repay all or part of a loan at any time while this policy is in force. Each partial repayment must be at least $25.

Every payment to Us on this policy will be considered a premium payment unless clearly marked for loan repayment or for payment of loan interest.

Preferred Loan Amounts Beginning with the 21st policy year, all loan balances will be considered to be preferred loan amounts at the policy loan interest rate for preferred loans as shown on page 4.

Maximum Loan Amount If the Debt at any time equals or exceeds the loan value, this policy will enter the grace period.

Table of Guaranteed Maximum Cost of Insurance Rates – Male

Basis of Calculation
Non-Tobacco User: 2001 CSO Male Nonsmoker Table
Tobacco-User: 2001 CSO Male Smoker Table

Attained Age	Monthly Rate Per $1,000		Attained Age	Monthly Rate Per $1,000		Attained Age	Monthly Rate Per $1,000		Attained Age	Monthly Rate Per $1,000	
	*Non-Tobacco-User	Tobacco-User		*Non-Tobacco-User	Tobacco-User		*Non-Tobacco-User	Tobacco-User		*Non-Tobacco-User	Tobacco-User
0	0.08087	0.08087	30	0.08504	0.15012	60	0.74639	1.35774	90	18.03881	18.88506
1	0.04668	0.04668	31	0.08421	0.15012	61	0.83045	1.50744	91	18.41631	21.37682
2	0.03251	0.03251	32	0.08421	0.15178	62	0.93211	1.67620	92	20.01527	22.83445
3	0.02250	0.02250	33	0.08671	0.15597	63	1.04853	1.86399	93	21.73351	24.57148
4	0.01750	0.01750	34	0.08839	0.16181	64	1.17000	2.05643	94	23.58543	26.30185
5	0.01750	0.01750	35	0.09056	0.16682	65	1.29640	2.24972	95	25.57306	28.25727
6	0.01834	0.01834	36	0.09588	0.17600	66	1.42857	2.43056	96	27.43188	30.02008
7	0.01834	0.01834	37	0.10036	0.18602	67	1.56063	2.60963	97	29.45788	31.91763
8	0.01834	0.01834	38	0.10756	0.20022	68	1.70337	2.79851	98	31.67269	33.95650
9	0.01917	0.01917	39	0.11424	0.21442	69	1.85123	2.98506	99	34.09954	36.18444
10	0.01917	0.01917	40	0.12175	0.23113	70	2.03086	3.21870	100	36.77137	38.58954
11	0.02250	0.02250	41	0.13175	0.25285	71	2.23220	3.46356	101	38.96131	40.46553
12	0.02750	0.02750	42	0.14425	0.27792	72	2.45735	3.80444	102	41.33540	42.46701
13	0.03251	0.03251	43	0.15847	0.30802	73	2.77786	4.14835	103	43.94625	44.63067
14	0.03918	0.03918	44	0.17517	0.34398	74	3.07394	4.49708	104	46.81268	46.99694
15	0.05085	0.05085	45	0.19437	0.38183	75	3.39865	4.90432	105	49.92533	50.07476
16	0.06169	0.06585	46	0.21275	0.41679	76	3.76405	5.33991	106	53.35259	53.50743
17	0.07085	0.08087	47	0.23280	0.45614	77	4.16842	5.84602	107	57.17347	57.31532
18	0.07670	0.09255	48	0.24450	0.47792	78	4.65484	6.43457	108	61.41905	61.55471
19	0.07837	0.10089	49	0.25787	0.50306	79	5.21978	7.10897	109	66.17321	66.30602
20	0.07920	0.10589	50	0.27709	0.53910	80	5.85980	7.83478	110	71.52939	71.65768
21	0.07920	0.11090	51	0.29956	0.58186	81	6.55095	8.65446	111	72.70979	72.82524
22	0.07920	0.11674	52	0.33060	0.64059	82	7.29755	9.48906	112	73.89017	73.99281
23	0.08004	0.12175	53	0.36406	0.70691	83	8.10961	10.37259	113	75.07057	75.15037
24	0.08087	0.12842	54	0.40674	0.79009	84	9.01738	11.34326	114	76.25096	76.32793
25	0.08170	0.13593	55	0.45949	0.88429	85	10.04236	12.49853	115	77.43136	77.49550
26	0.08504	0.14261	56	0.51811	0.99027	86	11.19223	13.78043	116	78.61176	78.66307
27	0.08921	0.15096	57	0.57095	1.08225	87	12.45504	15.17947	117	79.79214	79.83064
28	0.08754	0.15179	58	0.62045	1.16240	88	13.84836	16.67389	118	80.97254	80.99820
29	0.08587	0.15095	59	0.67759	1.26530	89	15.33342	18.24576	119	83.33333	83.33333
									120	83.33333	83.33333

* Applies to Preferred Plus Rate Classes

Table of Guaranteed Maximum Cost of Insurance Rates - Female

Basis of Calculation
Non-Tobacco User: 2001 CSO Female Nonsmoker Table
Tobacco-User: 2001 CSO Female Smoker Table

Attained Age	Monthly Rate Per $1,000		Attained Age	Monthly Rate Per $1,000		Attained Age	Monthly Rate Per $1,000		Attained Age	Monthly Rate Per $1,000	
	*Non-Tobacco-User	Tobacco-User		*Non-Tobacco-User	Tobacco-User		*Non-Tobacco-User	Tobacco-User		*Non-Tobacco-User	Tobacco-User
0	0.04001	0.04001	30	0.05835	0.09567	60	0.61877	1.17169	90	10.65716	13.74749
1	0.02917	0.02917	31	0.05668	0.09338	61	0.67164	1.26544	91	11.13848	13.93102
2	0.02167	0.02167	32	0.06002	0.09922	62	0.72959	1.37113	92	12.09273	14.68457
3	0.01667	0.01667	33	0.06336	0.10673	63	0.78925	1.47684	93	13.52742	15.91312
4	0.01585	0.01583	34	0.06836	0.11591	64	0.85400	1.58861	94	15.37195	17.60492
5	0.01500	0.01500	35	0.07420	0.12759	65	0.92553	1.71101	95	17.70248	19.96740
6	0.01500	0.01500	36	0.07920	0.13760	66	1.00470	1.84103	96	19.97365	22.27967
7	0.01750	0.01750	37	0.08567	0.14929	67	1.09153	1.98741	97	22.37358	24.66466
8	0.01750	0.01750	38	0.08921	0.15680	68	1.18257	2.14854	98	22.79151	24.78100
9	0.01750	0.01750	39	0.09422	0.16582	69	1.29502	2.32363	99	24.20411	25.97065
10	0.01834	0.01834	40	0.10006	0.17684	70	1.41259	2.51993	100	26.49423	28.05419
11	0.01917	0.01917	41	0.10589	0.18853	71	1.54611	2.74382	101	29.00286	30.33527
12	0.02250	0.02250	42	0.11257	0.20273	72	1.69997	2.99122	102	31.88786	32.91627
13	0.02500	0.02500	43	0.12091	0.21943	73	1.86484	3.25861	103	35.14321	35.77166
14	0.02750	0.02750	44	0.13093	0.23965	74	2.04621	3.55277	104	38.87255	38.97711
15	0.02917	0.02917	45	0.14261	0.26121	75	2.24758	3.84964	105	43.09248	43.15536
16	0.03251	0.03417	46	0.15597	0.28628	76	2.46909	4.17453	106	47.64149	47.74134
17	0.03417	0.03834	47	0.17266	0.31806	77	2.71347	4.52511	107	52.56350	52.66166
18	0.03501	0.04168	48	0.19103	0.35737	78	2.98433	4.90422	108	57.81604	57.91235
19	0.03751	0.04501	49	0.21108	0.40172	79	3.27761	5.31604	109	63.65206	63.74566
20	0.03751	0.04835	50	0.23447	0.45028	80	3.60652	5.76162	110	70.06599	70.15869
21	0.03834	0.05085	51	0.26037	0.50308	81	4.05506	6.39253	111	71.39272	71.47616
22	0.04001	0.05418	52	0.28963	0.56089	82	4.56366	7.08264	112	72.71945	72.79362
23	0.04001	0.05585	53	0.32140	0.62212	83	5.07336	7.76030	113	74.04618	74.11108
24	0.04168	0.06002	54	0.35486	0.68927	84	5.64004	8.49414	114	75.37292	75.42854
25	0.04168	0.06419	55	0.39084	0.75993	85	6.28261	9.23953	115	76.69965	76.74601
26	0.04418	0.06753	56	0.43269	0.83550	86	6.86953	9.86560	116	78.02639	78.06345
27	0.04751	0.07253	57	0.47625	0.91627	87	7.76030	10.85742	117	79.35313	79.38094
28	0.04835	0.07670	58	0.52317	0.99459	88	8.70032	11.87864	118	80.67986	80.69846
29	0.05168	0.08254	59	0.57012	1.08141	89	9.71331	12.90713	119	83.33333	83.33333
									120	83.33333	83.33333

*Applies to Preferred Plus Rate Classes

Settlement Options

Instead of payment in one sum, all or part of the Proceeds may be applied under one or more of the settlement options shown below. The right to elect and payments under a settlement option are subject to the conditions stated in this provision.

You may make, change or revoke an election at any time while the Insured is alive. Following the death of the Insured, the beneficiary may elect an option if You have not elected one or if Proceeds are payable in one sum. A beneficiary may make a change in payment under a settlement option only if You provided for it in Your election.

A change of beneficiary automatically cancels a previous election of a settlement option.

If this policy is assigned, the assignee's portion of Proceeds will be paid in one sum. Any balance of Proceeds may be applied under settlement options.

Proceeds placed under a settlement option for the benefit of any beneficiary must be at least $2,500 and payments to any payee must be at least $25.

If Proceeds are payable to an executor, administrator, trustee, corporation, partnership or association, payment will be in one sum unless We agree to payment under a settlement option.

Options

1. **Income for a Fixed Period** Monthly installments will be paid for a period agreed upon.
2. **Life Income** Monthly installments will be paid as elected under a, b or c:
   a. **Life Only** Installments will be paid for as long as the payee lives.
   b. **Guaranteed Period** Installments will be paid during the guaranteed period. After that, installments will be paid for as long as the payee lives.
   c. **Installment Refund** Installments will be paid until the sum of payments equals all Proceeds retained. After that, installments will be paid for as long as the payee lives.

   The amount of each installment is determined by the payee's sex and age nearest birthday when payments begin.
3. **Interest Installments** For a period agreed upon, Proceeds will be held by Us and will earn interest at a rate We declare annually. This rate will be at least the rate shown on page 16.

   During the period agreed upon:
   a. interest will be paid monthly to the payee; or
   b. interest can be allowed to accumulate.

   At any time during the period agreed upon, Proceeds may be placed under one of the other settlement options.
4. **Income of Fixed Amount** Monthly installments will be paid in an amount agreed upon until Proceeds and interest are exhausted.
5. **Annuity Settlement Option** Instead of any other settlement option, the Proceeds may be used to provide an income based on Our Single Premium Immediate Annuity rates and rules in effect on the date the Proceeds are payable. The amount of each installment will be adjusted to make it payable at the beginning of the payment period.

The amount of each installment provided by the Proceeds will be consistent with the installment which normally would be paid under Our Single Premium Immediate Annuity.

The amount of each installment based on Our Single Premium Immediate Annuity is determined by the payee's sex and age nearest birthday when installments begin.

When Installment Payments Begin Interest under option 3 will be paid at the end of each payment period. Payments under other options are made at the beginning of each payment period. Payment periods begin on the date Proceeds become due and payable.

Guaranteed and Excess Interest Payments are calculated at the guaranteed interest rate as shown on page 16. When We declare more than that rate, the excess will be paid as part of each payment under options 1, 3 and 4 and during the guaranteed and refund periods under option 2.

Protection Against Creditors Funds held and payments made under settlement options shall not be assigned and, to the extent permitted by law, shall not be subject to levy, attachment or other judicial process.

Other Conditions and Provisions Before payments begin under a settlement option, this policy must be exchanged for a supplementary contract expressing the terms of settlement.

Unless otherwise provided in the supplementary contract, the present value of any payments due after the death of the last surviving payee will be paid to that payee's estate.

Any Debt will decrease the amount placed under a settlement option unless the Debt is paid before installment payments begin.

Settlement Option Tables

Monthly Installments per $1,000 of Proceeds

Guaranteed Basis of Calculation for Payment Option Installments:
Option 1, 3 and 4: 2.00% interest compounded annually
Option 2 and 5: 2.00% interest compounded annually and the Annuity 2000 Mortality Table with two-year age setback

Option 1 - Income for Fixed Period

No. of Years	Monthly Income	No. of Years	Monthly Income	No. of Years	Monthly Income	No. of Years	Monthly Income	No. of Years	Monthly Income	No. of Years	Monthly Income
5	$17.49	8	$11.25	11	$8.42	14	$6.81	17	$5.77	20	$5.04
6	14.72	9	10.10	12	7.80	15	6.42	18	5.53		
7	12.74	10	9.18	13	7.26	16	6.07	19	5.25		

Option 2 - Life Income

Male Payee

Age of Payee	Life Only	Guaranteed Period 5 Yrs.	10 Yrs.	15 Yrs.	20 Yrs.	Instm't Refund
40	$2.90	$2.90	$2.89	$2.88	$2.87	$2.82
41	2.94	2.94	2.93	2.92	2.91	2.86
42	2.98	2.98	2.98	2.97	2.95	2.89
43	3.03	3.03	3.02	3.01	2.99	2.93
44	3.08	3.08	3.07	3.06	3.03	2.97
45	3.13	3.13	3.12	3.11	3.08	3.01
46	3.18	3.18	3.17	3.16	3.12	3.06
47	3.23	3.23	3.22	3.20	3.17	3.10
48	3.29	3.29	3.28	3.25	3.22	3.15
49	3.35	3.35	3.33	3.31	3.27	3.20
50	3.41	3.41	3.39	3.37	3.32	3.25
51	3.48	3.47	3.46	3.43	3.38	3.30
52	3.55	3.54	3.52	3.49	3.43	3.35
53	3.62	3.61	3.59	3.55	3.49	3.41
54	3.70	3.69	3.66	3.62	3.55	3.47
55	3.78	3.77	3.74	3.69	3.61	3.53
56	3.86	3.85	3.82	3.76	3.67	3.59
57	3.95	3.94	3.90	3.84	3.74	3.66
58	4.04	4.03	3.99	3.92	3.80	3.73
59	4.14	4.13	4.08	4.00	3.87	3.81
60	4.25	4.23	4.18	4.09	3.94	3.88
61	4.36	4.34	4.28	4.17	4.01	3.96
62	4.48	4.46	4.39	4.27	4.07	4.04
63	4.61	4.58	4.51	4.36	4.13	4.13
64	4.74	4.72	4.62	4.46	4.21	4.23
65	4.89	4.85	4.75	4.56	4.28	4.32
66	5.04	5.01	4.88	4.66	4.35	4.43
67	5.21	5.16	5.02	4.76	4.41	4.53
68	5.38	5.33	5.16	4.87	4.48	4.64
69	5.57	5.51	5.31	4.97	4.54	4.75
70	5.77	5.70	5.46	5.08	4.60	4.88
71	5.99	5.90	5.62	5.18	4.65	5.01
72	6.21	6.11	5.79	5.29	4.70	5.14
73	6.45	6.33	5.95	5.39	4.75	5.28
74	6.71	6.57	6.13	5.49	4.79	5.44
75	6.99	6.81	6.30	5.58	4.83	5.59
76	7.28	7.07	6.48	5.67	4.87	5.76
77	7.60	7.35	6.66	5.75	4.90	5.93
78	7.93	7.64	6.84	5.84	4.92	6.11
79	8.29	7.94	7.02	5.92	4.95	6.30
80	8.68	8.25	7.20	5.99	4.97	6.50
81	9.09	8.58	7.37	6.05	4.98	6.72
82	9.53	8.93	7.54	6.11	5.00	6.92
83	10.00	9.29	7.71	6.16	5.01	7.16
84	10.50	9.56	7.87	6.21	5.02	7.41
85 & over	11.04	10.04	8.02	6.24	5.02	7.65

Female Payee

Age of Payee	Life Only	Guaranteed Period 5 Yrs.	10 Yrs.	15 Yrs.	20 Yrs.	Instm't Refund
40	$2.74	$2.74	$2.74	$2.74	$2.73	$2.70
41	2.78	2.78	2.78	2.77	2.76	2.73
42	2.82	2.82	2.81	2.81	2.80	2.77
43	2.86	2.86	2.85	2.85	2.84	2.80
44	2.90	2.90	2.89	2.89	2.87	2.84
45	2.94	2.94	2.93	2.93	2.91	2.87
46	2.98	2.98	2.98	2.97	2.95	2.91
47	3.03	3.03	3.02	3.01	3.00	2.95
48	3.08	3.08	3.07	3.06	3.04	2.99
49	3.13	3.13	3.12	3.11	3.09	3.04
50	3.18	3.18	3.17	3.16	3.14	3.08
51	3.24	3.24	3.23	3.21	3.19	3.13
52	3.30	3.29	3.28	3.27	3.24	3.18
53	3.36	3.35	3.34	3.32	3.29	3.23
54	3.42	3.42	3.41	3.38	3.35	3.28
55	3.49	3.49	3.47	3.45	3.40	3.34
56	3.56	3.56	3.54	3.51	3.46	3.40
57	3.64	3.63	3.62	3.58	3.53	3.46
58	3.72	3.71	3.69	3.65	3.59	3.52
59	3.80	3.80	3.77	3.73	3.66	3.59
60	3.89	3.89	3.86	3.81	3.72	3.66
61	3.99	3.98	3.95	3.89	3.79	3.73
62	4.09	4.08	4.04	3.98	3.87	3.81
63	4.20	4.19	4.14	4.07	3.94	3.89
64	4.31	4.30	4.25	4.16	4.01	3.98
65	4.43	4.42	4.36	4.25	4.09	4.07
66	4.56	4.54	4.48	4.36	4.16	4.16
67	4.70	4.68	4.60	4.46	4.24	4.26
68	4.85	4.82	4.74	4.57	4.31	4.37
69	5.01	4.98	4.87	4.68	4.39	4.47
70	5.18	5.14	5.02	4.79	4.46	4.59
71	5.36	5.32	5.18	4.91	4.53	4.72
72	5.56	5.51	5.34	5.03	4.59	4.84
73	5.77	5.71	5.51	5.14	4.65	4.98
74	6.00	5.93	5.68	5.26	4.71	5.13
75	6.25	6.16	5.87	5.37	4.76	5.29
76	6.52	6.41	6.06	5.49	4.81	5.44
77	6.81	6.68	6.26	5.59	4.85	5.62
78	7.12	6.96	6.46	5.70	4.88	5.75
79	7.46	7.26	6.66	5.79	4.92	5.99
80	7.83	7.58	6.86	5.88	4.94	6.16
81	8.23	7.93	7.07	5.96	4.96	6.39
82	8.66	8.29	7.27	6.03	4.98	6.63
83	9.13	8.67	7.47	6.10	5.00	6.86
84	9.63	9.07	7.65	6.16	5.01	7.11
85 & over	10.18	9.48	7.84	6.21	5.02	7.37

Option 3 - Interest Installments

Monthly	$ 1.65
Quarterly	$ 4.98
Semi-Annually	$ 9.95
Annually	$ 20.00

Option 4 - Income of Fixed Amount

Monthly Instm't	Years	Months	Monthly Instm't	Years	Months	Monthly Instm't	Years	Months
$5.00	20	2	$7.50	12	6	$12.50	7	1
5.00	16	2	8.00	11	7	15.00	5	10
6.67	14	4	9.00	10	2	16.67	5	3
7.00	13	5	10.00	9	1	17.50	4	11

At the end of the Option 4 periods shown, there may be a small remaining balance which will be paid

The Lincoln National Life Insurance Company
Service Office: 100 North Greene Street, P.O. Box 21008, Greensboro, North Carolina 27420

MINIMUM DEATH BENEFIT ENDORSEMENT

This Endorsement is a part of this policy and it takes effect on the Policy Date. This Endorsement is subject to the terms and conditions of this policy unless otherwise stated herein. There is no additional charge associated with this benefit.

Notwithstanding any provision to the contrary contained in this policy, the Death Benefit of the policy will equal the greater of (a) or (b), where:

a) is the Death Benefit as described in the Death Benefit provision of the policy; and

b) is the Debt (policy loan plus accrued interest due) under the policy on the date of death of the second insured (primary insured if a single life policy) plus $5,000.

Termination

This Endorsement will cease if the policy is surrendered or otherwise terminated.

Secretary

END-3828

Lincoln Financial Group®

The Lincoln National Life Insurance Company
PO Box 21008, Greensboro, NC 27420-1008

SUPPLEMENTAL APPLICATION

MARVIN SCHILLER | | JJ7025348
Name of Proposed Insured | Name of Additional Insured | Policy Number

The undersigned hereby amends his/her/their application for insurance dated 4/9/2008.

ALL THE FOLLOWING QUESTIONS APPLY TO THE PROPOSED INSURED AND ANY PROPOSED ADDITIONAL INSURED, IF APPLICABLE.

	Proposed Insured		Additional Insured		If the answer to any of these questions is "YES", give complete details for each insured including date of last treatment and name/address of attending physicians.
1. Since the date of the application, have you:	YES	NO	YES	NO	
a. started racing of any kind, skin or scuba diving, parachuting, sky-diving, or hang gliding, mountain, rock or technical climbing, or participating in private aviation?					
b. applied for life or health insurance to any other insurance company or had any life or health insurance reinstated, declined, postponed or modified?					
c. been paid or made claim for any benefits for injuries or sickness?					
d. had symptoms or been diagnosed with a nervous or mental disorder, diabetes, heart disorder, chest pains, cancer or tumor, liver disorder, abdominal disorder, kidney disorder, high blood pressure, or any other medical condition?					
e. received any treatment for any illness or injury or had any x-rays, scans, EKGs, stress tests, blood tests or any other diagnostic test or procedure?					
f. had any surgical operation or been advised to have any surgical operation which has not been performed?					
g. been admitted to a hospital, or other medical facility or been treated at any hospital, clinic or any other medical facility?					
h. consulted or have an appointment to consult a doctor, surgeon, or other medical practitioner?					
i. changed occupations (for disability coverage only)? New Occupation: _____ New Duties: _____					

Each of the Undersigned declares that:
I agree that this Supplemental Application will be considered an amendment and supplement to my original application.
I have read, or have had read to me, the completed Supplemental Application before signing below. All statements and answers in this application are correctly recorded, and are full, complete and true. I UNDERSTAND that any false statements or material misrepresentations may result in the loss of coverage issued in reliance on this application.

Signed in _____ (state), this _____ day of _____ (month) _____ (year)

_____
Signature of Proposed Insured
(If under age 14, signature of parent or legal guardian)

_____
Signature of Additional Insured, if applicable
(If under age 14, signature of parent or legal guardian)

_____
Signature of Applicant/Owner/Trustee, (If other than Proposed Insured)
(Provide Officer's Title if policy is owned by a corporation)

_____
Signature of Agent

_____
Date

This Supplemental Application will be attached to and made a part of the policy.

Lincoln Financial Group®

The Lincoln National Life Insurance Company, PO Box 21008, Greensboro, NC 27430-1008

AMENDMENT TO APPLICATION FOR INSURANCE

Policy No. LI7025248

The undersigned hereby amends his or her application for insurance dated 4/9/2008 on the life of Marvin Schiller.

We are authorized to make the following alterations in or additions to the application and to issue a policy as may be necessary to conform to said application as modified herein. I hereby accept the policy as issued.

This policy has been issued with knowledge that other applications are pending with other insurers, which may or may not be accepted by you. It is a condition of our issuance of this policy that the total life insurance in force, with Lincoln and with the other insurers to which you have applied, will not exceed $10,000,000. We are aware and accept that you also have a $10,000 policy in force that will remain in force. By signing below, you agree to immediately discontinue application to, not accept delivery of a policy from other insurers so that the in force limit is satisfied.

Dated in _____ (state), this _____ day of _____ (month) _____ (year)

Signature of Proposed Insured (Parent or Guardian if under 14 years of age)	Signature of Proposed Insured (Parent or Guardian if under 14 years of age)
Signature of Owner (If other than Proposed Insured)	Signature of Owner (If other than Proposed Insured)
Signature of Witness	Signature of Spouse (If coverage applied for)

Lincoln Financial Group®

The Lincoln National Life Insurance Company
Service Office: PO Box 21006, Greensboro, NC 27420-1008
(hereinafter referred to as "the Company")

APPLICATION FOR LIFE INSURANCE - PART I

PROPOSED INSURED A

1. Name (First) (Middle) (Last): Marvin Schiller
2. ☒ Male ☐ Female
3. Date of Birth (mm/dd/yy): 5/25/1933
4. Place of Birth (State, Country): New York, US
5. Social Security Number (xxx-xx-xxxx):
6. Driver License # & State:
7a. Home Address (Street): 17319 Saint James Court (City): Boca Raton (State): FL
7b. Home Address Zip Code: 33496
8. Employer:
9. Occupation/Dates:
10a. Business Address (Street) (City) (State):
11. Phone Number (check most convenient time to contact): Primary: 561-477-8313 ☒ AM ☐ PM; Work: ☐ AM ☐ PM; Email:
10b. Business Address Zip Code:
12. Annual Earned Income: $
13. Annual Unearned Income: $ 600,000
14. Total Assets: $
15. Total Liabilities: $
16. Net Worth: $ 14,000,000
17. In the last 5 years have you filed for bankruptcy? ☐ Yes ☒ No (If "Yes", complete the Financial Supplement.)
18. Are you considering stopping premium payments, surrendering, replacing, forfeiting, assigning to the insurer or reducing your benefits under an existing policy or annuity, or are you considering using or borrowing funds from your existing policies or annuities to pay premiums due on the new or applied for policy? ☐ Yes ☒ No (If "Yes", please complete and sign all required replacement forms and complete Question 19.)
19. What is the total amount of all inforce insurance on your life? (Please list in the box below.) If none, check this box: ☐

Company	Face Amount	Policy Number	Issue Date (mm/dd/yy)	Replacement or Change of Policy?	Check here if 10,000 scheme
does not recall name	$ 10,000			☐ Yes ☒ No	☐
	$			☐ Yes ☐ No	☐
	$			☐ Yes ☐ No	☐
	$			☐ Yes ☐ No	☐

20. Have you ever applied for life, health or disability insurance and been declined, postponed or charged an increased premium? (If "Yes", provide details in Question 26.) ☐ Yes ☒ No
21. Do you have any applications currently pending or do you plan to apply for new life or disability insurance coverage with any other company? (If "Yes" in Question 21, complete with details below.) ☒ Yes ☐ No

Company	Amount	Type (Life or Disability)	Reason Policy Applied For
Nationwide	$ 10,000,000	Life	pending
Transamerica	$ 10,000,000	Life	pending
Phoenix and ING	$ 10,000,000	ea Life	pending

22. Will you, the proposed insured and/or beneficiary, and/or any entity on your behalf, receive any compensation, whether via the form of cash, property, an agreement to pay money in the future, a percentage of the death benefit, or otherwise, if this policy is issued? (If "Yes", provide details in Question 26.) ☐ Yes ☒ No
23. Have you, the proposed insured, been involved in any discussion about the possible sale or assignment of this policy or a beneficial interest in a trust, LLC or other entity created or to be created on your behalf? (If "Yes", provide details in Question 26.) ☐ Yes ☒ No
24. Have you, the proposed insured, ever sold a policy to a life settlement, viatical or other secondary market provider, or are you in the process of selling a policy? (If "Yes", provide details in Question 26.) ☐ Yes ☒ No
25. Is this policy being funded via a premium financing loan or with funds borrowed, advanced or paid from another person or entity? (If "Yes", please complete the Premium Financing Application Supplement.) ☒ Yes ☐ No
26. Details: (Use details from questions above, please indicate question number details pertain to.)

#25.: CFC of Delaware II, LLC

OWNER INFORMATION *(If left blank, Proposed Insured(s) will be owner)*

If a Trust, provide Trustee Name(s), Trust Name.

Owner Name *(First, Middle, Last)*: Marvin Schiller 2008 Irrevocable Trust

Citizen of (Country):

Owner Address: 333 South 7th Street, #150, Minneapolis, MN 55402

Date of Birth *(If applicable, Month/Day/Year)*:

Owner Social Security or Tax ID #: 26-6326840

Relationship to Proposed Insured(s): Trust

Trust Date *(month, day & year)*: 4/9/08

34. Is this policy being purchased as part of an employer owned life insurance program where the employer is the direct or indirect beneficiary of the policy? ☐ Yes ☒ No

35. Will you, the proposed owner and/or beneficiary and/or any entity on your behalf, receive any compensation whether in the form of cash, property, an agreement to pay money in the future, a percentage of the death benefit, or otherwise, if this policy is issued? ☐ Yes ☒ No

36. Have you, the proposed owner, been involved in any discussion about the possible sale or assignment of this policy to a third party, a trust, LLC or other entity created or to be created on your behalf? ☐ Yes ☒ No

37. Is this policy being purchased with a premium financing loan or other third party arrangement, agreement or plan? If "Yes", please explain the arrangement, including the name(s) of any third party person or entity. ☒ Yes ☐ No

38. Details: *(If you answered "Yes" to any question above, please explain below. Include name(s) of person(s) involved.)*

#37 : CFC of Delaware II, LLC

COVERAGE INFORMATION

39. Plan of Insurance: Lincoln Life Guarantee Plus *(If you are applying for Joint, Current Term Term Conv. please complete the Supplemental LTC Supplement to Application. If you are applying for variable life insurance, please complete Prospectus Illustration and Questionnaire form.)*

40. Amount of Insurance (Specified Amount, if UL or VUL): $10,000,000

41. (i) Death Benefit Option: *(Available for Choice of Optimal Benefit, Universal Life Products and some variable for Term or Whole Life)*

☒ Level ☐ Increase by Cash Value ☐ Increase by Premium ☐ Increase by Premium Less Policy Factor

(ii) Death Benefit Qualification Test - For IRS purposes, premiums will be tested using the Guideline Premium Test unless Cash Value Accumulation Test is checked (not available on all products). Cannot be changed after issue.

42. Additional Benefits and Riders: ☐ Waiver of Premium ☐ Accelerated Benefit Rider ☐ Disability Income Rider *(Complete DI Supplement)* ☐ Waiver Monthly Deductions ☐ Waiver Specified Premium: $ ☐ Term on Spouse/Other Insured Rider: $ ☐ Children's Term Insurance Rider *(Complete Child's Supplement)* ☐ Supplemental Coverage: $

☐ Other Benefits and Riders *(not listed above)*. Please provide full details *(e.g. coverage amounts/percentages/etc.)*:

43. State Agent *(producer)* is Home State: ☐ Yes ☐ No *(If not, writing agent must complete Section 3)*

LFE2000-0

43. Complete only if applying for Variable Life Insurance with the Company. Submit Premium Allocation and Disclosure Form for Variable Universal Life with Application:

Suitability

	Yes	No
1. Have you, the Proposed Insured(s) and the Owner, if other than the Proposed Insured(s), received a current Prospectus for the policy applied for and have you had sufficient time to review it?	☐	☐
2. Do you understand that the amount and duration of the death benefit may increase or decrease depending on the investment performance of funds in the Separate Account?	☐	☐
3. Do you understand that the cash values may increase or decrease depending on the investment performance of the funds held in the Separate Account?	☐	☐
4. With this in mind, do you believe that the policy applied for is in accord with your insurance objectives and your anticipated financial needs?	☐	☐

CASH VALUES MAY INCREASE OR DECREASE IN ACCORDANCE WITH THE EXPERIENCE OF THE SEPARATE ACCOUNT. THE DEATH BENEFIT MAY BE VARIABLE OR FIXED UNDER SPECIFIED CONDITIONS.

BILLING INSTRUCTIONS AS AVAILABLE PER PRODUCT

45. Planned Premium $ 495,400 46. Lump Sum: $ ☐ 1035 Exchange

47. Premium Frequency: ☒ Annually ☐ Semi-Annually ☐ Quarterly ☐ Monthly (EFT) ☐ Other

48. Special Billing: *Use if applicable* ☐ New Direct Bill ☐ Existing Direct Bill *(provide #)*

49. Automatic Premium Loan *(Complete for Whole Life only)* ☐ Yes ☐ No

50. Premium Notices To: *(Check all that apply. Please note we cannot bill to post office)*

☐ Insured at Residence ☐ Insured at Business ☐ Owner ☐ Other

51. Special Instructions:

BENEFICIARY DESIGNATION *Beneficiaries share equally unless otherwise indicated*

► If a Trust, provide Trustee Name(s), Trust Name and date of Trust.

52. Primary Beneficiary(ies):	53. Social Security or Tax ID #:	54. Relationship to Proposed Insured:
Harriet Schuller 2008 Irrevocable Trust	26-6326840	Trust
55. Contingent Beneficiary(ies):	56. Social Security or Tax ID #:	57. Relationship to Proposed Insured:
58. Beneficiary for Spouse/Other Insured Term Rider	59. Social Security or Tax ID #:	60. Relationship to Spouse/Other Insured:

LFF36330-9

GENERAL RISK INFORMATION - PROPOSED INSURED A

b) Do you now, or do you plan to fly, or have you flown during the past 2 years, as a pilot, student pilot or crew member? ☐ Yes ☒ No
If "Yes", an Aviation Supplement is required.

c) Do you plan to participate, or have you participated within the past 2 years, in organized motor vehicle or boat racing, or hang gliding, sky or scuba diving, or mountain, rock or technical climbing? ☐ Yes ☒ No
If "Yes", an Aviation Supplement is required.

d) Do you now, or do you plan to reside or travel outside of the United States or Canada within the next year? ☒ Yes ☐ No
If "Yes", a Foreign Travel or Residence Supplement is required.

e) Have you ever used tobacco or products containing nicotine? *If "Yes", check all that apply.* ☒ Yes ☐ No

Type	Cigarettes ☒	Cigars ☒	Pipe ☐	Chew Tobacco ☐	Snuff ☐	Nicotine Patches/Gum ☐
Date First Used (approximate)	1967	1/31/07				
Date Last Used (approximate)						
Amount and Frequency	occasionally					

If you answer "Yes" to any of the following questions, please give details in the space provided below.

f) In the past 5 years, have you been convicted of two or more moving violations, driving under the influence of alcohol or other drugs, or had your driver's license suspended, restricted or revoked? ☐ Yes ☒ No
If "Yes", please indicate what type and when in space provided below.

g) Are you currently receiving, or within the past 10 years have you received or applied for, any disability benefits, including Worker's Compensation, Social Security Disability Insurance or any other form of disability insurance? ☐ Yes ☒ No
If "Yes", provide details below.

h) Have you ever been convicted of a felony? *If "Yes", indicate date, explanation of felony and if on parole or probation, or terms required below.* ☐ Yes ☒ No

i) Are you a member of, or applied to be a member of, or received a notice of eligible service in, the Armed Forces, reserves or National Guard? *If "Yes", please indicate if retired or active, for how many years, rank, status, overall service record and current duty status. If applicable, has form been sent to Underwriting, in the space provided below.* ☐ Yes ☒ No

j) Are you a citizen of the United States? ☒ Yes ☐ No
If "No", please provide country, type of visa, expiration date and green card information in space provided below.

k) Details: *Use this area for any explanations, as may be necessary, to the above questions.*

MEDICAL INFORMATION - PROPOSED INSURED A *(answer the following when required)*

► If you answer "Yes" to any of the following questions, please give details in the space provided on the next page.

71 Provide full name/address/phone number of personal physician(s) and any other physicians seen:

Dr. Robert M. Colton 1905 Clint Moore Rd #206
Boca Raton Fl. 33496

a Date and reason of last visit January 2006 physical exam

b Tests performed & treatment received

72 Height 5 ft 10 in Weight lbs.

a Has your weight changed by more than 10 pounds during the past 12 months? Yes No

b If "Yes", by how many pounds? Gain Loss

	Yes	No
73 Have you had or been advised to have a check-up, EKG, x-ray, blood or urine test or any other diagnostic test or are you now planning to seek medical advice or treatment for any reason?	☐	☐
74 Have you been a patient in a hospital, clinic, sanatorium or other medical facility, or been advised to have any hospitalization or surgery which has not been completed?	☐	☐
75 Have you ever had, been diagnosed and/or treated for: See exam		
a Chest pain, palpitations, high blood pressure, heart disease, heart murmur, heart failure or other disorders of the heart or blood vessels?	☐	☐
b Any tumor, cancer, cyst, melanoma, lymphoma or any disorder of the lymph nodes?	☐	☐
c Anemia, leukemia, clotting disorder or any other blood disorder?	☐	☐
d Diabetes, elevated blood sugar, thyroid, or other endocrine or glandular disorder?	☐	☐
e Asthma, emphysema, shortness of breath, allergies, sleep apnea, tuberculosis, sarcoidosis, persistent hoarseness or shortness of breath or any other disorder of the respiratory system?	☐	☐
f Seizures, fainting, dizziness, epilepsy, stroke, paralysis or other neurologic or brain disorder?	☐	☐
g Any nervous, mental, or emotional disorder, or received counseling for anxiety, depression, stress or any other emotional condition?	☐	☐
h Ulcers, colitis, jaundice, hepatitis, cirrhosis, gastrointestinal bleeding, or other disorder of the stomach, esophagus, liver, intestines, gallbladder or pancreas?	☐	☐
i Any complication of pregnancy or disorder of the testicles, prostate, breasts, ovaries, uterus, cervix, kidney or urinary bladder?	☐	☐
j Arthritis, gout, or any disorder of the back, spine, muscles, nerves, bones, joints or skin?	☐	☐
k Any disorder of the eyes, ears, nose or throat?	☐	☐
l Any mental or physical disorder medically or surgically treated condition not listed above?	☐	☐
76 Have you ever been diagnosed as having or been treated by a physician for Acquired Immune Deficiency Syndrome or an AIDS related condition?	☐	☐
77 Do you use alcoholic beverages?	☐	☒
a "Yes", provide Type, Frequency, Amount		
78 In the past 5 years, have you been treated for drug or alcohol abuse or been advised by your doctor to limit your use of alcohol or any medications, prescribed or not?	☐	☐
79 In the past 5 years, have you used or experimented with cocaine, marijuana, or other non-prescription stimulants, depressants, or narcotics?	☐	☐

80 List all medication and dosages you are currently taking or have taken in the last 30 days, including prescriptions, over the counter drugs, aspirin and herbal supplements.

MEDICAL INFORMATION - PROPOSED INSURED A CONTINUED

B1. Details

S?	Age If Living & Health Status	Diabetes Cancer Heart Disease?	Age at Death & Cause
a. Father			
b. Mother			
c. Sibling(s)			

SERVICE OFFICE ENDORSEMENTS

AGREEMENT AND ACKNOWLEDGEMENT

Each of the Undersigned declares that:

1. This Application consists of: a) Part I Application; b) Part II Medical Application, if required; c) any amendments to the application(s) attached thereto; and d) any supplements, all of which are required by the Company for the plan, amount and benefits applied for. If the application includes no secondary insured (insured B), the application shall be complete without pages 1b, 4b, 5b, and 6b.
2. I/We further agree that, except as provided in the Temporary Life Insurance Agreement if advance payment has been made and acknowledged below and such Agreement issued, insurance will take effect under the Policy only when: 1) the Policy has been delivered to and accepted by me/us; 2) the initial premium has been paid in full during the lifetime of the Proposed Insured(s); and 3) the Proposed Insured(s) remain in the same state of health and insurability as described in each part of the application at the time conditions 1) and 2) are met.

   I/We have paid $ 0.00 to the Agent/Representative in exchange for the Temporary Life Insurance Agreement, and I/we acknowledge that I/we fully understand and accept its terms.
3. No agent, broker or medical examiner has the authority to make or modify any Company contract or to waive any of the Company's requirements.
4. I HAVE READ, or have had read to me, the completed Application for Life Insurance before signing below. All statements and answers in this application are correctly recorded and are full, complete and true to the best of my knowledge and belief.
5. For employer owned life insurance policies, the owner hereby acknowledges its sole responsibility for ensuring that it complies with all legal and regulatory requirements related to life insurance it purchases on its employees, including appropriate disclosure to each employee whose life is insured under such a life insurance policy.
6. Corrections, additions or changes to this application may be made by the Company. Any such changes will be shown under "Service Office Endorsements". Acceptance of a policy issued with such changes will constitute acceptance of the changes. No change will be made in classification (including age at issue), plan, amount, or benefits unless agreed to in writing by the Applicant.

STATE DISCLOSURES

All jurisdictions except AR, AZ, CT, DC, FL, KS, KY, LA, ME, MN, NJ, NM, OH, OK, PA, TX, VA and WA. Any person who, with intent to defraud or knowing that he/she is facilitating fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Oklahoma Only. *Warning:* Any person who knowingly and with intent to injure, defraud or deceive any insurer, makes a claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of insurance fraud.

Washington Only. Any person who knowingly presents a false or fraudulent claim for the payment of a loss or knowingly makes a false statement in an application for insurance may be guilty of a criminal offense under state law.

AR, DC, KY, ME, NM, OH and PA Only. Any person who, knowingly and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act which is a crime and subjects such person to criminal and civil penalties.

Connecticut and Texas Only. Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud, as determined by a court of competent jurisdiction.

Louisiana Only. Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

TRUST VERIFICATION

I/WE hereby certify that the Trustee(s) named in this application are the Trustee(s) for the named Trust, which is in full force and effect. The Company assumes no obligation to inquire into the terms of any trust agreement affecting this policy and shall not be held liable for any party's compliance with the terms thereof. The Company may rely solely upon the signature(s) of the Trustee(s) named in this application to any receipt, release or waiver, or to any transfer or other instrument affecting this policy or any options, privileges or benefits thereunder. Unless otherwise indicated, the signature(s) of all Trustee(s) named, or their successors, will be required to exercise any contractual right under the policy. The Company shall have no obligation to see to the use or application of any funds paid to the Trustee(s) in accordance with the terms of the policy. Any such payment made by the Company to the Trustee(s) shall fully discharge the Company with respect to any amounts so paid.

AUTHORIZATION

Each of the undersigned declares that:

I/We authorize any medical professional, hospital or other medical institution, insurer, MIB, Inc., or any other person or organization that has any records or knowledge of means or my/our physical or mental health or community to disclose that information to the Company, its reinsurers, or any other party acting on the Company's behalf. I/We authorize that company to disclose my/our information to MIB, Inc., and to other insurers to whom I/we may apply for coverage.

I/We acknowledge receipt of the Privacy Notice and the important Notice containing the Investigative Consumer Report and MIB, Inc. information.

This authorization shall be valid for 24 months after it is signed. A photographic copy of this authorization shall be as valid as the original. I/We understand that I/we may revoke this authorization at any time by written notification to the Company, however, any action taken prior to notification will not be affected.

The purpose of this authorization is to allow the Company to determine eligibility for the coverage or a claim for benefits under a life policy.

I/We elect to be interviewed if an Investigative Consumer Report is prepared.

The owner declares that the owner's tax identification or social security number as shown is correct. The owner also certifies that the [illegible]

SIGNATORY SECTION

Signed in Minnesota (state) this 9 day of April (month) 2008 (year)

Signature of Proposed Insured A (Person or Guardian if under 14 years of age)

Signature of Proposed Insured B (If coverage applicable) (Person or Guardian if under 14 years of age)

Marvin Schiller 2008 Irrevocable Trust
RNC National Bank, Trustee

Signature of Applicant/Owner/Trustee (If a person, Proposed Insured) (Person, Owner's Title if policy is owned by a Corporate Trust)

Signature of Applicant/Owner/Trustee (If a person, Proposed Insured) (Person, Owner's Title if policy is owned by a Corporate Trust)

SEE OWNERS STATEMENT
ATTACHED TO APPLICATION

Signature of Licensed Agent, Broker or Registered Representative

Simon Bernstein
Name of Licensed Agent, Broker or Registered Representative (Please Print)

APPLICABLE TO VARIABLE LIFE ONLY

I have reviewed the Application, New Account Form and Premium Allocation and Disclosure Form and find the transaction suitable.

Signature of Registered Principal of Broker/Dealer

Name of Registered Principal of Broker/Dealer (Please Print)

Supplemental Text to Section XI "Service Office Endorsements" on Page 5 of the Application for Life Insurance on Marvin Schiller dated 04/09/2006.

C39: Plan is Lincoln LifeGuarantee Plus UL.

tsm JJ7025248

Lincoln Financial Group®

The Lincoln National Life Insurance Company
Service Office: PO Box 21908, Greensboro, NC 27420-1908
(hereinafter referred to as "the Company")

PREMIUM FINANCING SUPPLEMENT

Proposed Insured _____ Date of Birth (mm/dd/yy) _____

1. Please provide the name of the premium financing plan, the lending institution, and/or other person or entity who is providing the funds to pay the premiums for this policy.

   CFC of Delaware LLC

2. Is the life insurance policy being applied for the sole collateral, or does it represent a portion of the collateral for the loan? *(Describe the collateral for the financing arrangement.)*

   The life insurance policy represents a portion of the collateral. Additional collateral, in the amount of 25% of the loan amount, is also pledged.

3. Do the premium financing terms include an assignment of the death benefit to the lender that exceeds the amount funded to pay the premiums for the policy? ■ Yes ☐ No *(If "Yes", provide details below.)*

   The lender provides the option to either pay closing costs in cash at closing or capitalize such amounts. Also, interest can be paid currently or capitalized as elected.

4. Do the premium financing terms provide an exit strategy that would allow the insured or owner to transfer ownership of the policy to the entity that provided the premium financing or to another person or entity in lieu of repayment of the loan without any liability? ☐ Yes ■ No *(If "Yes", provide details below.)*

5. Are any additional funds being loaned to the proposed insured or owner beyond the amount required to pay the premiums for the policy? ■ Yes ☐ No *(If "Yes", provide details below.)*

   The lender provides the option to either pay closing costs in cash at closing or capitalize such amounts. Also, interest can be paid currently or capitalized as elected.

I have read or have had read to me the completed Premium Financing Supplement before signing below. All statements and answers in this Supplement are correctly recorded and are full, complete and true to the best of my knowledge and belief. I agree that this Premium Financing Supplement constitutes a part of my application for insurance. I understand that any false statements or material misrepresentations may result in the loss of coverage under the policy.

Signed in _____ (state) this _____ day of _____ (month) _____ (year)

_____
Signature of Proposed Insured (Parent or Guardian if under 14 years of age)

_____
Witness

_____
Signature of Applicant/Owner/Trustee (If other than Proposed Insured)
(Provide Officer's Title if policy is owned by a Corporation)

Lincoln Financial Group is the marketing name for Lincoln National Corporation and its affiliates.

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~~THE LINCOLN NATIONAL~~
LIFE INSURANCE COMPANY

Service Office: 100 North Greene Street
P.O. Box 21008
Greensboro, NC 27420

When writing the Service Office, please give the policy number, Insured's full name and Your address.

Important Information

This policy is a valuable asset. Read it carefully and file it with Your other valuable papers.

If You need any of the following services, contact your Lincoln National Life Insurance Company Agent or Our Service Office at 800-487-1485:

1. Information about this policy.
2. Preparation of claims papers, or other notices, elections or requests.
3. Examination of any proposal that You lapse or surrender this policy - this is for Your own protection.
4. Additional life insurance service

FLEXIBLE PREMIUM
ADJUSTABLE LIFE INSURANCE POLICY WITH COVERAGE PROTECTION GUARANTEE

Proceeds payable at death. Adjustable Death Benefit. Flexible premiums payable to the earlier of the death of the Insured or the Insured's Attained Age 121. Policy values may increase or decrease as determined by declared interest and risk rates. Non-participating – No Dividends.

F5970

Lincoln Financial Group

LINCOLN LIFEGUARANTEE℠ Plus UL

Prepared by Ted Bernstein
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A LIFE INSURANCE ILLUSTRATION

Flexible Premium Adjustable Life Policy

Prepared For: Marvin Schiller

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Policy Form UL5070 and state variations thereof

Section A: ***Understanding Your Illustration***

In this section, you will find a brief description of this *Lincoln LifeGuarantee*℠ Plus UL life insurance illustration.

Section B: ***Summary of Values***

This section includes a numeric summary of the benefits and values of the illustration.

Section C: ***Guaranteed Values***

This section provides the guaranteed benefits and values of the illustration in this section.

Section D: ***Illustrated Values***

This section shows how your specific design performs using non-guaranteed assumptions.

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This section provides information about specific assumptions used in the illustration.

THIS IS A LIFE INSURANCE ILLUSTRATION AND NOT A CONTRACT. ACTUAL RESULTS MAY VARY FROM THE ILLUSTRATED VALUES SHOWN IN THIS ILLUSTRATION.

GUARANTEES ARE BACKED BY THE FINANCIAL STRENGTH OF THE LINCOLN NATIONAL LIFE INSURANCE COMPANY ("Lincoln").

EXHIBIT "B"

Lincoln Financial Group

LINCOLN LIFEGUARANTEE℠ Plus UL

A LIFE INSURANCE ILLUSTRATION

Flexible Premium Adjustable Life Policy

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Prepared For: Marvin Schiller

Section A: Understanding Your Illustration

Lincoln LifeGuarantee℠ Plus UL

Lincoln LifeGuarantee℠ Plus provides life insurance protection with a secondary death benefit guarantee that can guarantee coverage for life (Coverage Protection Guarantee), plus significant account value growth. Premiums are payable until the insured's age 121. If the policy is in force at that time, the policy is guaranteed to continue in force to the death of the insured, unless otherwise surrendered. The death benefit option in effect may not be changed after that date and the following changes will occur: no further premiums may be paid, monthly deductions will cease and loans and partial surrenders can continue.

Underwriting Class: Male Standard Non-Tobacco

This illustration assumes the policy is issued with the classification shown above. The actual underwriting class will be assigned when the application is reviewed in accordance with the Company's underwriting standards. If the policy's actual underwriting class differs from that shown above, premiums and/or values will vary from those illustrated. If so, you will receive a revised illustration.

Initial Death Benefit: $10,000,000

The death benefit assumed at issue is shown above. The actual amount payable at death of the insured may be decreased by loans or any amount deducted from the policy value as a result of a partial surrender, or increased by additional insurance benefits. Your policy specifies how to determine the benefit. The death benefit proceeds will be reduced by any Debt on the date of death. The death benefit may increase from these amounts because of the required corridor (described in the policy). The specified amount may be increased or decreased as specified in the policy. An increase is subject to evidence of insurability acceptable to us and additional charges.

Initial Death Benefit Option: Level

The policy provides three death benefit options as shown below:
Level: specified amount;
Increase/Cash Value: specified amount plus the policy value;
Increase/Premium: specified amount plus the total of the premiums paid thru the insured's age 100 less the total of any partial surrenders taken to the date of death.
The Option assumed at issue is shown above.

Premium Outlay

The policy you are illustrating allows flexible premium payments to the insured's age 121. You may vary the amount and timing of your planned premium provided the premium outlay is within guidelines set by the Internal Revenue Service. Premium limits and requirements may change after issue if unscheduled changes are made or if originally scheduled changes are made at different times than originally assumed. It is important for premiums to be paid on or before their scheduled modal due date, as late payments may have a negative impact on policy values. Please be aware that the timing of premium payments is critical to calculating and monitoring the policy's compliance with IRS guidelines. If premiums or any other funds are received and applied to the policy at a time other than as assumed in this illustration, the tax treatment of the policy may be significantly different. **Unless otherwise noted in Section E, this illustration assumes premium payments are received on the first day of each policy year, or the first day of the selected premium payment mode, if other than annual.**

In the case of a backdated policy, or a replacement, the timing and amount of payments can be uncertain, and the guaranteed and non-guaranteed benefits may vary from those illustrated. A revised illustration should be prepared once all initial payments are received. If your policy is backdated, or if there are replacement funds coming from an external source, please see Section E for more information on the assumed timing of these payments.

Non Guaranteed Elements

Many aspects of your life insurance contract are guaranteed, including your minimum credited interest and maximum cost of insurance charges. However, the interest rate credited may exceed the guaranteed rate and monthly charges may be less than the maximum guaranteed charges.

The non-guaranteed columns provide snapshots of your policy assuming different crediting rates and charges than those that are guaranteed. Since these elements are not guaranteed, a range of results are illustrated. The actual policy values may be less or more favorable than these illustrated results. Variations in these factors could affect death benefits, policy values, cash flow (projected loans and withdrawals), total payment outlay over the lifetime of the policy, and the date coverage ends.
You should periodically request an updated in-force illustration to review the status of your policy values and guarantees.

TS004131

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LINCOLN LIFEGUARANTEE℠ Plus UL

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A LIFE INSURANCE ILLUSTRATION

Flexible Premium Adjustable Life Policy

Prepared For: Marvin Schiffer

Section A: Understanding Your Illustration

Coverage Protection Guarantee

The Coverage Protection Guarantee (CPG) can ensure that the coverage will continue even if the cash surrender value is insufficient to cover the monthly deduction. The CPG is reflected in the illustration in years where the death benefit remains inforce while the cash surrender value is zero. If actual payments differ from those illustrated in frequency, timing or amount, the length of the guarantee may shorten. The CPG includes a Premium Relief Feature such that any premium received during the current policy month, and prior to the next monthiversary, is treated as though it was received at the beginning of the policy month. Any changes to your policy not reflected in your illustration (such as loans, partial surrenders, changes in the death benefit and addition of riders) will have an impact on the length of the guarantee. Your advisor can show you the impact any changes you may be considering will have on your CPG. You may make additional payments to place the guarantee back into effect as illustrated unless you have allowed the policy to lapse longer than 90 days (this period may vary by state), in which case the guarantee is permanently lost. **Under Section C: Guaranteed Values, this illustration assumes guaranteed death benefit protection through policy year 33, month 2.**

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A LIFE INSURANCE ILLUSTRATION

Prepared For: Marvin Schiffer

Flexible Premium Adjustable Life Policy

Section A: Understanding Your Illustration

Key Terms you will find in this illustration are explained below.

Values - All values illustrated are end of the policy year values.

Policy Value or Fund Value - Equal to the sum of premiums paid less a premium expense charge, less monthly deductions and any partial surrenders, plus interest earnings.

Cash Value - The policy value less any surrender charge.

Cash Surrender Value - The cash value less any debt (the principal amount of any loan outstanding against this policy, plus any accrued loan interest which has not been paid).

Monthly Deductions - Each month the cost of insurance, cost of any additional benefits provided by rider, any expense charges and any monthly administrative charges will be deducted from your policy. Deductions from the policy value are made every month to the insured's attained age 121, regardless of whether or not premiums are paid.

Cost of Insurance - The rates charged are based on the policy year, the amount at risk, and the underwriting class.

Illustrated Values - Illustrated values use the current credited interest rate, policy expenses and cost of insurance rates. Alternate basis may use alternate rates and expenses as described in Section E. These elements are subject to change and are not guaranteed. Actual results may be more or less favorable.

Mid-Point Values - Uses the average of the following: current and guaranteed interest; current and guaranteed policy expenses; and current and guaranteed cost of insurance. Actual results may be more or less favorable.

Guaranteed Values - Uses guaranteed interest rate, guaranteed policy expenses and guaranteed cost of insurance charges.

Partial Surrenders - You may withdraw part of your cash surrender value at any time. The minimum partial surrender is $500. A partial surrender charge may apply per partial surrender and will be deducted from the policy. An additional charge may be applied if the partial surrender reduced the specified amount. The death benefit will be reduced by the same amount as the policy value. Once the death benefit has been reduced to the product minimum no further partial surrenders will be permitted.

Surrender Charges - During the surrender charge period, there will be a charge as noted in Section E in the event that the policy is fully surrendered. There will be a pro-rata partial surrender charge if there is a decrease in the Specified Amount while there is a surrender charge in effect. If there is an increase in the Specified Amount, additional surrender charges may be in effect for the increase and, if so, a new schedule of surrender charges will be provided after such increase.

Loans - You may take a maximum loan of 100% of the cash surrender value at any time including after the younger insured's age 121. The interest rates charged on loans are 6.50% up to policy year 21 and then 5.50% in policy years 21 and later. The interest credited on loan collateral is 5.50% all years. Interest accrues on a daily basis from the date of the loan and is compounded annually. Interest is payable at the end of each policy year. Interest unpaid on a policy anniversary is added to and becomes part of the loan principal.

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Insured	Marvin Schiller	Initial Death Benefit	$10,000,000
Age	75	Initial Death Benefit Opt	Level
Sex	Male	Payment Mode	Annual
Class	Standard Non-Tobacco	Riders	None

Section B: Summary of Values

The Values

Below is a summary of the illustrated surrender values and death benefits of this *Lincoln LifeGuarantee℠* Plus UL illustration. The surrender values and death benefits shown below assume that the annual premium outlay amounts are paid as illustrated in Sections C & D.

End of Year	Age	Annual Premium Outlay	Surrender Values: Guaranteed Basis	Surrender Values: Midpoint Basis	Surrender Values: Alternate Basis	Surrender Values: Current Basis	Death Benefit: Guaranteed Basis	Death Benefit: Midpoint Basis	Death Benefit: Alternate Basis	Death Benefit: Current Basis
5	79	556,266	0	246,737	1,047,345	1,094,291	10,000,000	10,000,000	10,000,000	10,000,000
10	84	556,266	0	148,291	2,617,442	2,835,239	10,000,000	10,000,000	10,000,000	10,000,000
15	89	556,266	0	0	3,468,876	4,117,623	10,000,000	10,000,000	10,000,000	10,000,000
20	94	556,266	0	0	2,605,529	4,334,468	10,000,000	10,000,000	10,000,000	10,000,000
30	104	0	0	0	0	0	10,000,000	10,000,000	10,000,000	10,000,000
1	75	495,400	0	0	0	0	10,000,000	10,000,000	10,000,000	10,000,000
6	80	556,266	0	357,027	1,393,087	1,463,042	10,000,000	10,000,000	10,000,000	10,000,000
11	85	556,266	0	0	2,867,683	3,142,936	10,000,000	10,000,000	10,000,000	10,000,000
Coverage lapses in year:			33	33	33	33	33	33	33	33

NOTE: Non-guaranteed benefits and values are not guaranteed. The assumptions on which they are based are subject to change by the company. Actual results may be more or less favorable.
Guaranteed Values are based on maximum cost of insurance charges and guaranteed minimum interest crediting rate.

The Statements

I (We) have received a copy of this illustration and understand that any non-guaranteed elements illustrated are subject to change and could be either higher or lower. The licensed agent/representative has told me (us) they are not guaranteed. I understand that this illustration is not a contract and that the terms of the policy constitute the actual agreement of coverage. I have been advised to consult with my own tax advisors regarding the tax effects of the illustrated policy and also with respect to its valuation.

4/9/08 — Date
X — Signature of proposed insured: Marvin Schiller 2008 Irrevocable Trust BMO National Bank, Trustee

4-9-08 — Date
X — Signature of applicant/owner (if other than the proposed insured)

I certify that this illustration has been presented to the applicant/owner and that I have explained that any non-guaranteed elements illustrated are subject to change. I have made no statements that are inconsistent with the illustration. I have advised the applicant/owner to consult with tax advisors regarding the tax effects of the illustrated policy.

Date
X — Signature of licensed agent/representative

This illustration is not complete without all pages.

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A LIFE INSURANCE ILLUSTRATION

Flexible Premium Adjustable Life Policy

Insured	Marvin Schiller	Initial Death Benefit	$10,000,000
Age	75	Initial Death Benefit Opt.	Level
Sex	Male	Payment Mode	Annual
Class	Standard Non Tobacco	Riders	None

Section C: Guaranteed Values

This section of the *Lincoln LifeGuarantee℠* Plus UL ledger illustrates the guaranteed policy values based on your premium outlay schedule. To calculate the values, we use guaranteed 2001 CSO cost of insurance rates, guaranteed maximum expenses and a guaranteed minimum interest rate of 3.00%. Remember, this illustration is not a contract. The terms of the Policy constitute the actual agreement of coverage.

Year	Age	Annual Premium Outlay	Guar. Basis Fund Value	Guar. Basis Surrender Value	Guar. Basis Death Benefit
1	75	495,400	70,158	0	10,000,000
2	76	259,000	0	0	10,000,000
3	77	556,266	38,156	0	10,000,000
4	78	556,266	20,836	0	10,000,000
5	79	556,266	0	0	10,000,000
6	80	556,266	0	0	10,000,000
7	81	556,266	0	0	10,000,000
8	82	556,266	0	0	10,000,000
9	83	556,266	0	0	10,000,000
10	84	556,266	0	0	10,000,000
11	85	556,266	0	0	10,000,000
12	86	556,266	0	0	10,000,000
13	87	556,266	0	0	10,000,000
14	88	556,266	0	0	10,000,000
15	89	556,266	0	0	10,000,000
16	90	556,266	0	0	10,000,000
17	91	556,266	0	0	10,000,000
18	92	556,266	0	0	10,000,000
19	93	556,266	0	0	10,000,000
20	94	556,266	0	0	10,000,000
21	95	556,266	0	0	10,000,000
22	96	556,266	0	0	10,000,000
23	97	556,266	0	0	10,000,000
24	98	556,266	0	0	10,000,000
25	99	556,266	0	0	10,000,000

Note: If "0" appears in any of the above columns, the premium outlay will no longer provide fund values, surrender values and/or death benefits. "0" in the fund value column may indicate a negative number. If "*0*" appears in any of the above columns, the policy is lapsing without value.

This illustration is not complete without all pages.

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A LIFE INSURANCE ILLUSTRATION

Flexible Premium Adjustable Life Policy

Insured	Marvin Schiller	Initial Death Benefit	$10,000,000
Age	75	Initial Death Benefit Opt.	Level
Sex	Male	Payment Mode	Annual
Class	Standard Non-Tobacco	Riders	None

Section C: Guaranteed Values

This section of the *Lincoln LifeGuarantee℠* Plus UL ledger illustrates the guaranteed policy values based on your premium outlay schedule. To calculate the values, we use guaranteed 2001 CSO cost of insurance rates, guaranteed maximum expenses and a guaranteed minimum interest rate of 3.00%. **Remember, this illustration is not a contract. The terms of the Policy constitute the actual agreement of coverage.**

Year	Age	Annual Premium Outlay	Guar. Basis Fund Value	Guar. Basis Surrender Value	Guar. Basis Death Benefit
26	100	556,266	0	0	10,000,000
27	101	0	0	0	10,000,000
28	102	0	0	0	10,000,000
29	103	0	0	0	10,000,000
30	104	0	0	0	10,000,000
31	105	0	0	0	10,000,000
32	106	0	0	0	10,000,000
33	107	*0*	*0*	*0*	*0*

Note: If "0" appears in any of the above columns, the premium outlay will no longer provide fund values, surrender values and/or death benefits. "0" in the fund value column may indicate a negative number. If "*0*" appears in any of the above columns, the policy is lapsing without value.

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THE LINCOLN NATIONAL LIFE INSURANCE COMPANY
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Lincoln Financial Group®

LINCOLN LIFEGUARANTEE℠ Plus UL

A LIFE INSURANCE ILLUSTRATION

Flexible Premium Adjustable Life Policy

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Insured	Marian Schuller	Initial Death Benefit	$10,000,000
Age	75	Initial Death Benefit Opt	Level
Sex	Male	Payment Mode	Annual
Class	Standard Non-Tobacco	Riders	None

Section D: Illustrated Values

This ledger illustrates a specific payment and death benefit design using non-guaranteed assumptions. The benefits and values shown below are not guaranteed. The assumptions on which they are based are subject to change and actual results may be more or less favorable. See Section C for guaranteed values. **Remember, this illustration is not a contract. The terms of the Policy constitute the actual agreement of coverage.**

This ledger, including the Annual Premium Outlay, was produced using the Current basis. The Current interest rate is assumed to be 4.80% in all years. The Alternate interest rate is assumed to be 3.80% in all years. For additional information about assumptions, see Section E.

Year	Age	Annual Premium Outlay	Current Basis Fund Value	Current Basis Surrender Value	Current Basis Death Benefit	Alternate Basis Fund Value	Alternate Basis Surrender Value	Alternate Basis Death Benefit
1	75	495,400	519,761	0	10,000,000	315,983	0	10,000,000
2	76	239,000	586,681	0	10,000,000	378,175	0	10,000,000
3	77	556,266	747,391	338,691	10,000,000	730,306	321,606	10,000,000
4	78	556,266	1,106,036	719,046	10,000,000	1,076,256	689,256	10,000,000
5	79	556,266	1,460,091	1,094,291	10,000,000	1,413,143	1,047,343	10,000,000
6	80	556,266	1,808,142	1,463,042	10,000,000	1,739,187	1,394,087	10,000,000
7	81	556,266	2,147,341	1,822,241	10,000,000	2,051,027	1,725,927	10,000,000
8	82	556,266	2,477,343	2,171,843	10,000,000	2,347,692	2,042,192	10,000,000
9	83	556,266	2,796,641	2,510,441	10,000,000	2,626,859	2,340,659	10,000,000
10	84	556,266	3,102,539	2,835,239	10,000,000	2,884,742	2,617,442	10,000,000
11	85	556,266	3,391,436	3,142,836	10,000,000	3,116,287	2,867,683	10,000,000
12	86	556,266	3,659,241	3,429,141	10,000,000	3,315,433	3,085,333	10,000,000
13	87	556,266	3,901,521	3,690,021	10,000,000	3,475,129	3,263,629	10,000,000
14	88	556,266	4,113,553	3,921,153	10,000,000	3,587,109	3,394,709	10,000,000
15	89	556,266	4,289,923	4,117,623	10,000,000	3,641,176	3,468,876	10,000,000
16	90	556,266	4,446,639	4,296,439	10,000,000	3,646,592	3,496,392	10,000,000
17	91	556,266	4,562,184	4,437,684	10,000,000	3,573,718	3,449,218	10,000,000
18	92	556,266	4,626,563	4,533,263	10,000,000	3,400,460	3,307,160	10,000,000
19	93	556,266	4,624,681	4,571,281	10,000,000	3,094,424	3,041,024	10,000,000
20	94	556,266	4,534,468	4,534,468	10,000,000	2,608,529	2,608,529	10,000,000
21	95	556,266	4,323,638	4,323,638	10,000,000	1,873,865	1,873,865	10,000,000
22	96	556,266	3,986,450	3,986,450	10,000,000	851,088	851,088	10,000,000
23	97	556,266	3,473,204	3,473,204	10,000,000	0	0	10,000,000
24	98	556,266	2,710,380	2,710,380	10,000,000	0	0	10,000,000
25	99	556,266	1,587,397	1,587,397	10,000,000	0	0	10,000,000

Note: If "0" appears in any of the above columns, the premium outlay will no longer provide fund values, surrender values and/or death benefits. "0" in the fund value column may indicate a negative number. If "*0*" appears in any of the above columns, the policy is lapsing without value.

This illustration is not complete without all pages.

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A LIFE INSURANCE ILLUSTRATION

Flexible Premium Adjustable Life Policy

Insured	Marvin Schiller	Initial Death Benefit	$10,000,000
Age	75	Initial Death Benefit Opt	Level
Sex	Male	Payment Mode	Annual
Class	Standard Non-Tobacco	Riders	None

Section D: Illustrated Values

This ledger illustrates a specific payment and death benefit design using non-guaranteed assumptions. The benefits and values shown below are not guaranteed. The assumptions on which they are based are subject to change and actual results may be more or less favorable. See Section C for guaranteed values. **Remember, this illustration is not a contract. The terms of the Policy constitute the actual agreement of coverage.**

This ledger, including the Annual Premium Outlay, was produced using the Current basis. **The Current interest rate is assumed to be 4.80% in all years. The Alternate interest rate is assumed to be 3.80% in all years.** For additional information about assumptions, see Section E.

Year	Age	Annual Premium Outlay	Current Basis Fund Value	Current Basis Surrender Value	Current Basis Death Benefit	Alternate Basis Fund Value	Alternate Basis Surrender Value	Alternate Basis Death Benefit
26	100	556,266	1,000	1,000	10,000,000	0	0	10,000,000
27	101	0	0	0	10,000,000	0	0	10,000,000
28	102	0	0	0	10,000,000	0	0	10,000,000
29	103	0	0	0	10,000,000	0	0	10,000,000
30	104	0	0	0	10,000,000	0	0	10,000,000
31	105	0	0	0	10,000,000	0	0	10,000,000
32	106	0	0	0	10,000,000	0	0	10,000,000
33	107	*0*	*0*	*0*	*0*	*0*	*0*	*0*

Note: If "0" appears in any of the above columns, the premium outlay will no longer provide fund values, surrender values and/or death benefits. "0" in the fund value column may indicate a negative number. If "*0*" appears in any of the above columns, the policy is lapsing without value.

This illustration is not complete without all pages.

LLA0702-0040

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A LIFE INSURANCE ILLUSTRATION

Flexible Premium Adjustable Life Policy

Prepared For: Marvin Schiller

Section E: Supplementary Information

This illustration uses the following assumptions for the Current and Alternate bases:

Assumptions Curr	cnt	From Year	Through Year	Alternate	From Year	Through Year
Interest:						
Unborrowed Funds	4.80%	1	46	3.80%	1	46
Borrowed Funds	5.50%	1	46	5.50%	1	46
Cost of Insurance	100% Current 0% Guaranteed	1	46	100% Current 0% Guaranteed	1	46
Expenses	Current	1	46	Current	1	46

This illustration is not complete without all pages.

LL-00702-0040

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Section E: Supplementary Information

Assumed Tax Bracket: 28%

Modified Endowment Contract Testing:
Initial TAMRA Seven-Pay Premium: $1,275,859.59

This presentation under current tax code interpretation using the Current basis will not become a Modified Endowment Contract. Please consult a professional tax advisor, e.g., attorney, accountant for further information.

Definition of Life Insurance
You have selected the Guideline Premium Test for this policy. This selection must be made when you complete your application and cannot be changed.

Initial Guideline Premium Limits:
This illustration is designed to comply with the Internal Revenue Code (IRC) Section 7702 (DEFRA). Under this code provision, there are limitations on the amount of premium the policyowner may pay, in order that the favorable tax benefits under life insurance be granted. Further, the death benefit must be greater than the cash value by a stipulated amount defined in the code. This policy complies with these provisions. These premium limits are:
Initial DEFRA Guideline Single Premium: $6,270,278.03
Initial DEFRA Guideline Level Premium: $862,184.28
Terminal Single Premium: $6,270,278.03
Terminal Level Premium: $862,184.28

IRS Circular 230 Disclosure: This material was prepared to support the promotion and marketing of an insurance product. Neither the insurance company, its distributors nor their respective employees and representatives provide tax, accounting or legal advice. Any tax statements contained herein were not intended or written to be used, and cannot be used for the purpose of avoiding U.S. federal, state or legal tax penalties. Please consult your own independent advisor as to any tax, accounting or legal statements made herein.

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LLA0702-0049

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A LIFE INSURANCE ILLUSTRATION

Flexible Premium Adjustable Life Policy

Prepared For: Marvin Schiller

Section E: Supplementary Information

Surrender Charges:

The surrender charges for this illustration shall be the lesser of the amounts listed below or the then current fund value.

Surrender values shown in Sections C and D reflect these surrender charges.

Year	Amount	Year	Amount	Year	Amount	Year	Amount	Year	Amount
1	$453,300.00	5	$365,800.00	9	$286,200.00	13	$211,500.00	17	$124,500.00
2	$430,900.00	6	$345,100.00	10	$267,300.00	14	$192,400.00	18	$93,300.00
3	$408,700.00	7	$325,100.00	11	$248,600.00	15	$172,300.00	19	$53,400.00
4	$387,000.00	8	$305,500.00	12	$230,100.00	16	$150,200.00	20	$0.00

This illustration is not complete without all pages.
LLA070240040

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY
a part of Lincoln National Corporation

Lincoln Financial Group

LINCOLN LIFEGUARANTEE℠ Plus UL

A LIFE INSURANCE ILLUSTRATION

Flexible Premium Adjustable Life Policy

Presented by: Ted Bernstein
950 Peninsula
Corporate Circle
Suite 3010
Boca Raton, FL 33487
Tel: 561.988.8984
Fax: 561.988.8853

Prepared For: Marvin Schiller

MINNESOTA LIFE INSURANCE POLICY FACT SHEET

I. GENERAL INFORMATION

This is a life insurance policy fact sheet. Minnesota law requires that this fact sheet be provided to you before you make any payment on a life insurance policy.

II. INSURER AND BASIC POLICY INFORMATION

A. Name and Address of Insurer.

Lincoln National Life Insurance Company
1300 South Clinton Street
Fort Wayne, IN 46802

B. Single Premium ___ Annual Premium X__ Other ___(Check one)

C. Amount of Death benefit at end of first year $10,000,000

D. Will the first year death benefit vary with the interest rate credited? ____ YES __X__ NO

E. Is the advertised interest rate guaranteed? ____ YES __X__ NO
If yes, for how long? ___

III. CALCULATION OF EARNINGS ON FIRST YEAR PREMIUM

A. Amount of first year premium $495,400.00
B. Amount of premium allocated to death benefit and expenses $193,437.13
C. Balance upon which interest will be calculated $301,962.87
D. Amount of interest income at advertised rate $17,798.15
E. Policy value at end of first year $319,761.02

NOTE: This value may not be available without surrender charges which are disclosed below.

IV. SURRENDER CHARGE

This policy should be purchased only for long term planning. Surrender charges may be substantial and will be imposed specified below, assuming that the advertised rate of interest and illustrated premiums are paid

A. Surrender charge assessed if surrendered at the end of the first year $319,761.02
B. The amount you will receive if you surrender at the end of the first year (III - E minus IV - A) $0.00
C. Number of years for which surrender charge is imposed: 19

Marvin Schiller Irrevocable Trust BNC National Bank, Trustee

Signature of Agent

Signature of Applicant

Date 4/9/08

Date 04/09/08

LINCOLN NATIONAL LIFE INSURANCE COMPANY
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New Business Data *You MUST include the New Business Data when submitting the illustration to the Home Office.*

Product:	*Lincoln LifeGuarantee*SM Plus UL
Name:	Marvin Schiller
State:	MN
Sex:	Male
Age:	75
Class:	Standard Non-Tobacco
Table Rating:	None
Flat Extra/1000:	0.00 For 0
Death Benefit Option:	Level
DEFRA Type:	Guideline Premium Test
Face Amount:	$10,000,000
Payment Mode:	Annual
Underwriting:	Full Underwriting
Lump Sum Deposit:	$0.00
7 Pay Premium:	$1,275,859.59

TP: $495,400.00
Software Version: 2007.4.1
Last Rate Version Change: 2007.4

AGE	DEPOSITS	FACE AMOUNT	LOAN	WITHDRAWAL	OPTION
1	495,400.00	10,000,000	0.00	0.00	Level
2	239,000.00	10,000,000	0.00	0.00	Level
3	550,265.87	10,000,000	0.00	0.00	Level
23	0.00	10,000,000	0.00	0.00	Level

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY
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Lincoln
Financial Group

Lincoln Financial Group
PO Box 21008
Greensboro, NC 27420-1008

Bus 800-487-1485

May 6, 2011

N C SCHILLER AMENDED & RESTATED REV TRUST
NANCY SCHILLER TTEE
MARVIN SCHILLER TTEE
17319 ST JAMES CT
BOCA RATON FL 33496

Re: JJ7025248
Insured: MARVIN SCHILLER

Dear Policy Owner,

Your policy change request has been completed. The above policy has been decreased to $5,000,000.00 with a new annual premium of $272,682.00 and the death benefit option has been changed to increasing effective May 13, 2011.

As stated in your policy contract a pro rata surrender charge is assessed on the portion of your policy being decreased. The pro rata surrender charge that has been assessed in conjunction with this decrease request is $193,500.00.

Please find enclosed an Endorsement to place with your policy.

If you have any questions, please contact our Customer Contact Center at 1-800-487-1485. We appreciate the opportunity to be of service to you.

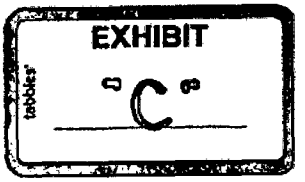
Sincerely,

Cydney Bennett
Complex Processing Department

cc: 767CW - 2128621
Simon L Bernstein

Enclosure

Lincoln Financial Group is the marketing name for Lincoln National Corporation and its affiliates



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(hereinafter referred to as "the Company")

REINSTATEMENT OR CHANGE APPLICATION FOR LIFE INSURANCE - PART I

Original Insured A *(first, Middle, Last)*	Policy Number
Marvin Schiller	JJ-7025248

NON-UNDERWRITTEN POLICY CHANGES *(In addition to this section, please complete questions 1-18 on page 2, questions 1-18 on page 6A1 (if applicable); and the Signatory Section.)*

A. ■ Decrease Face/Specified Amount to: $ 5,000,000

B. ■ Change Premium to: $ 272,582 *(Based on change(s) in this section)*

C. ☐ Correct Date of Birth to: *(mm/dd/yyyy)*

D. ☐ Cancel Benefits or Riders *(Please provide full details)*

E. ☐ Decrease Benefits or Riders: *(Please provide full details)*

F. ☐ Change Death Benefit Option to
☐ Level ■ Increasing/Decrease Current Face Amount
(To maintain original face, complete full application and Underwriting Policy Changes Section)

G. ☐ Other

UNDERWRITTEN POLICY CHANGES *(Based on this change, complete pages 2 - 8 of application (and Sections A & B as applicable).)*

H. ☐ Reinstatement

I. ☐ Increase/Add Benefits/Riders *(please provide full details)*

J. ☐ Increase Face/Specified Amount to
$

K. ☐ Change to Non-Tobacco Rates

L. ☐ Change Death Benefit Option to Increasing/Maintain Current Face Amount

M. ☐ Rate/Premium Class Change:

N. ☐ Other

O. ☐ Exercise Exchange of Insured/Substitute Life Rider

P. ☐ Change Premium to: $ *(Based on change(s) in this section)*

SPECIAL INSTRUCTIONS *(List details from questions above; please include question number details pertain to. If more space is required use the "Continuation of Details Supplement")*

TERM CONVERSION / GUARANTEED INSURABILITY OPTION **Owner of Original Policy must sign page 8**
(Please complete questions below; questions 1-18 on pages 2 and 3, and the Signatory Section. Please also complete Section A questions 1-19 and Section B as applicable.)

Q. Conversion/Option Type: *(Check one)*
- i. ☐ Child ☐ Spouse Rider ☐ Partial Policy Conversion *(Check one)*
  - ☐ Keep Balance of Policy/Rider in Force
  - ☐ Terminate Balance of Policy/Rider
- ii. ☐ Full Policy Conversion
- iii. ☐ Guaranteed Insurability Regular Option
- iv. ☐ Guaranteed Insurability Alternate Option
- v. ☐ Other:

R. Conversion/Option Effective Date:

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PART I Continued

Policy Number JJ-7025248

APPLICANT INFORMATION - ORIGINAL INSURED A (Required Section)

1. Original Insured A (First, Middle, Last): Marvin Schiller
2. ■ Male ☐ Female
3. Date of Birth (If over age 70, please complete Section B) (mm/dd/yy): 05/25/1933
4. Soc. Sec. No
5. Are you a citizen of the United States? ■ Y ☐ N If "No," what country?
6. Place of Birth (State, Country): New York, US
7. Driver's License # & State
8. Home Address (Street, City, State, ZIP): 17319 Saint James Court Boca Raton, Fl 33496
9. Occupation/Duties: Retired
10. Employer: n/a
11. Business Address (Street, City, State, ZIP)
12. Annual Earned Income $ 0
13. Annual Unearned Income $ 204,000
14. Net Worth $ 10,000,000
15. In the last 5 years have you filed for bankruptcy? ☐ Y ■ N (If "Yes," please complete the Financial Supplement.)
16. Primary Phone # 561-477-8313 ☐ AM ☐ PM
17. Work Phone # ☐ AM ☐ PM
18. Email Address

COVERAGE INFORMATION *(For New Coverage as available per product)*

(Any request for increased coverage may require underwriting. Please complete entire application.)

19. Plan of Insurance: Lincoln Lifeguarantee Plus UL (If applying for variable life insurance please complete allocation form(s).)
20. Amount of Insurance $ 5,000,000 (Specified Amount, if UL or VUL)
21. (i) Death Benefit Option (Complete for Universal Life and Variable Universal Life Product only - not required for Term.)
■ Level ☐ Increase by Cash Value/Accumulated Value (as applicable)
(ii) Death Benefit Qualification Test (DBQT) For IRS purposes, premiums will be tested using the Guideline Premium Test unless ☐ Cash Value Accumulation Test is checked (not available on all products or with all riders).
The DBQT cannot be changed after issue unless the terms of the policy require a change.
22. Save Age? ☐ Y ☐ N (If not saving age, policy will be current dated.)
23. Additional Benefits and Riders (If applicable)
☐ Accelerated Benefit Rider
☐ Supplemental Coverage $ _____
☐ Term on Spouse/Other Insured Rider $ _____ (Please complete Section B - Applicant Information - Original Insured B)
☐ Children's Term Insurance Rider (Complete Child's Supplement)
☐ Waiver of Premium
☐ Waiver of Monthly Deductions
☐ Waiver of Specified Premium $ _____
☐ Other Benefits and Riders (not listed above) (Please provide full details: e.g. coverage amounts/percentages/etc.):

PART I Continued

Policy Number
JJ-7025248

BILLING INSTRUCTIONS *(As available per product) (For New Coverage)*

24. Premium Mode: ☐ Annual ☐ Semi-Annual ☐ Quarterly ☐ Monthly (EFT) ☐ Other

25. Modal Planned Premium: $ 26. Lump Sum: $ ☐ 1035 Exchange

27. Special Billing: *(check one if applicable)* ☐ New List Bill ☐ Existing List Bill Number

28. Source of Premium: loan *(other than loan, business activity)*

29. Automatic Premium Loan: ☐ Y ☐ N *(Complete for Whole Life only)*

30. Premium Notices To: *(check one only) (Please note we cannot bill to your agent)*
☐ Owner in Question 31 ☐ Owner in Question 37 ☐ Insured at Business ☐ Insured at Residence ☐ Other *(indicate below)*

OWNER INFORMATION *(If left blank, Original Insured(s) will be owner) (For New Coverage)*

31. Owner Name (Trust Name, Date & Trustees): same as current owner

32. Owner Address

33. Relationship to Original Insured(s)

34. Owner Soc. Sec. No./TIN

35. Date of Birth/Trust Date

36. Citizen of (Country)

37. Owner Name (Trust Name, Date & Trustees)

38. Owner Address

39. Relationship to Original Insured(s)

40. Owner Soc. Sec. No./TIN

41. Date of Birth/Trust Date

42. Citizen of (Country)

43. Is this policy being purchased as part of an employer owned life insurance program where the employer is the direct or indirect beneficiary of the policy? ☐ Y ☐ N

BENEFICIARY DESIGNATION *(Unless otherwise stated below, if multiple beneficiaries are named in a class (Primary, Contingent), the proceeds are to be paid equally to the survivor or survivors, if any, in the class.) (For New Coverage)*

Select Primary (P) or Contingent (C) Beneficiary for each line completed. If Trust, check here ☐.

44. ☐ P ☐ C
a. Beneficiary Name (Trust Name, Date & Trustees)
b. Soc. Sec. No./TIN
c. Relationship to Original Insured

45. ☐ P ☐ C
a. Beneficiary Name (Trust Name, Date & Trustees)
b. Soc. Sec. No./TIN
c. Relationship to Original Insured

46. ☐ P ☐ C
a. Beneficiary Name (Trust Name, Date & Trustees)
b. Soc. Sec. No./TIN
c. Relationship to Original Insured

47. ☐ P ☐ C
a. Beneficiary Name (Trust Name, Date & Trustees)
b. Soc. Sec. No./TIN
c. Relationship to Original Insured

48. Special Instructions *(List details from questions answered "Yes" and please specify to which question numbers details pertain. If more space is required use the "Continuation of Details Supplement")*

PART I Continued

Policy Number JJ-7025248

APPLICANT INFORMATION - ORIGINAL INSURED A

49. Are you considering stopping premium payments, surrendering, replacing, forfeiting, assigning to the insurer or reducing your benefits under an existing policy or annuity, or are you considering using or borrowing funds from your existing policies or annuities to pay premiums due on the new or applied for policy? ☐Y ■N
(If "Yes", please complete and sign all required replacement forms.)

50. Please list amounts of all inforce life insurance on your life, including any policies that have been sold. *(Please list in the box below.)*
If none, check this box: ☐
(Include Disability Insurance if disability reinstatement or exercise of GPI Rider.)
Please indicate the Type of coverage: Business (B); Key Person (K); or Personal (P).

Company	Face Amount	Policy Number	Issue Date *(mm/dd/yy)*	Replacement or Change of Policy?	1035 Exchange	Type
	$			☐Y ☐N	☐Y ☐N	
	$			☐Y ☐N	☐Y ☐N	
	$			☐Y ☐N	☐Y ☐N	
	$			☐Y ☐N	☐Y ☐N	

51. Do you have any applications currently pending or do you plan to apply for new life or disability insurance coverage with any other company? *(If "Yes," please provide details in the space provided.)* ☐Y ■N

Company	Amount	Type (Life or Disability)	Purpose of Insurance (Business, Personal)
	$		
	$		

52. What is the total amount of new life insurance coverage that will be placed inforce with all companies including this application? $ 5,000,000

53. Is this policy being funded via a premium financing loan or with funds borrowed, advanced or paid from another person or entity? *(If "Yes", please complete the Premium Financing Supplement.)* ■Y ☐N

54. Have you ever applied for life, health or disability insurance and been declined, postponed or charged an increased premium? *(If "Yes", provide further information in the "Details" space provided.)* ☐Y ■N

55. Are you currently receiving, or within the past 10 years have you received or applied for, any disability benefits, including Worker's Compensation, Social Security Disability Insurance or any other form of disability insurance? *(If "Yes", provide further information in the "Details" space provided.)* ☐Y ■N

GENERAL RISK INFORMATION - ORIGINAL INSURED A

56. Do you now, or do you plan to fly, or have you flown during the past 2 years, as a pilot, student pilot or crew member? *(If "Yes", an Aviation Supplement is required; this includes balloon pilots.)* ☐Y ■N

57. Do you plan to participate, or have you participated within the past 2 years; in motor vehicle or boat racing, in hang gliding, sky or scuba diving, or mountain, rock or technical climbing; or in similar sports? *(If "Yes", an Avocation Supplement is required.)* ☐Y ■N

58. Do you now, or do you plan to reside or travel outside of the United States or Canada within the next year? *(If "Yes", a Foreign Travel or Residence Supplement is required.)* ☐Y ■N

59. In the past 5 years, have you been convicted of two or more moving violations, driving under the influence of alcohol or other drugs, or had your driver's license suspended, restricted or revoked? *(If "Yes" please indicate what type and dates in the "Details" space provided.)* ☐Y ■N

60. Have you ever been convicted of or are you awaiting trial for a felony? *(If "Yes", please indicate type, date and the state of felony and if currently on probation or parole, in the "Details" space provided.)* ☐Y ■N

61. Are you a member of, or applied to be a member of, or received a notice of required service in, the armed forces, reserves or National Guard? *(If "Yes", please indicate if Retired or Active; list branch of service, rank, duties, mobilization category and current duty station; if a notice of deployment has been received, to where and when, in the "Details" space provided.)* ☐Y ■N

62. Have you ever used tobacco or products containing nicotine (including, but not limited to, chew tobacco, snuff, nicotine gum and/or patches)? *(If "Yes", list below.)* ☐Y ■N

Type:	Date First Used: *(mm/dd/yy)*	Date Last Used: *(mm/dd/yy)*	Amount and Frequency:

PART I Continued

Policy Number
JJ-7025248

MEDICAL INFORMATION - ORIGINAL INSURED A *(Answer this section only when required.)*

63. Provide full name/address/phone number of personal physician(s) and any other physicians seen within the past 5 years.
Dr Reingold 1905 Clint Moore Rd Boca Raton, Fl 33496

a. Date and reason of last visit: 6 months ago- regular checkup

b. Tests performed & treatment received.

64. Height _____ ft. / _____ in a. Has your weight changed by more than 10 pounds during the past 12 months? ☐ Y ☐ N
Weight _____ lbs b. If "Yes," by how many pounds? _____ ☐ Gain ☐ Loss

65	Age if Living & Health Status	Diabetes, Cancer, Heart Disease? *(include age of onset)*	Age at Death & Cause
a. Father			
b. Mother			
c. Sibling(s)			

66. **Details:** *(List details from questions answered "Yes" and please specify to which question numbers details pertain. If more space is required use the "Continuation of Details Supplement.")*

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HEALTH SUMMARY - PART I continued

Policy Number: JJ-7025248

APPLICANT INFORMATION - ORIGINAL INSURED A

► If you answer "Yes" to any of the following questions, please provide further information in the "Details" space provided.

	Yes	No
67. Have you had or been advised by a licensed medical professional to have a check up, EKG, x-ray, blood or urine test or any other diagnostic test or are you now planning to seek medical advice or treatment for any reason?	☐	■
68. Have you been a patient in a hospital, clinic, sanatorium or other medical facility, or been advised by a licensed medical professional to have any hospitalization or surgery which has not been completed?	☐	■
69. **Have you ever had any indication of, or been treated by a licensed medical professional for:**		
a. Chest pain, palpitations, high blood pressure, heart disease, heart murmur, heart failure or other disorders of the heart or blood vessels?	■	☐
b. Any tumor, cancer, cysts, melanoma, lymphoma or any disorder of the lymph nodes?	☐	■
c. Anemia, leukemia, clotting disorder or any other blood disorder?	☐	■
d. Diabetes, elevated blood sugar, thyroid or other endocrine or glandular disorder?	☐	■
e. Asthma, emphysema, allergies, sleep apnea, tuberculosis, sarcoidosis, persistent [illegible] or any other disorder of the respiratory system?	☐	■
f. Seizures, fainting, dizziness, epilepsy, stroke, paralysis or other neurologic or brain disorder?	☐	■
g. Any nervous, mental, or emotional disorder, or received counseling for anxiety, depression, stress or any other emotional condition?	☐	■
h. Ulcers, colitis, jaundice, hepatitis, cirrhosis, gastrointestinal bleeding, or other disorder of the stomach, esophagus, liver, intestines, gallbladder, or pancreas?	☐	■
i. Any complications of pregnancy or disorder of the testicles, prostate, breasts, ovaries, uterus, cervix, kidney or urinary bladder?	☐	■
j. Arthritis, gout, or any disorder of the back, spine, muscles, nerves, bones, joints or skin?	☐	■
k. Any disorder of the eyes, ears, nose or throat?	☐	■
l. Any mental or physical disorder or medically or surgically treated condition not listed above?	☐	■
70. Have you ever been diagnosed as having or been treated by a licensed medical professional for Acquired Immune Deficiency Syndrome or an AIDS related condition?	☐	■
71. Do you use alcoholic beverages? *(If Yes, provide Type, Frequency & Amount.)*	■	☐
Type _____ Frequency rarely Amount 1 drink		
72. Have you ever been treated for drug or alcohol abuse or been advised by a licensed medical professional to limit your use of alcohol or any medication, prescribed or not?	☐	■
73. In the past 5 years have you used or experimented with cocaine, marijuana, or other non prescription stimulants, depressants, or narcotics?	☐	■
74. List all medication and dosages you are currently taking or have taken in the last 30 days, including prescriptions, over the counter drugs, aspirin and herbal supplements.		

75. Details: *If set clearly from questions answered "Yes" and please specify to which question numbers details pertain. If more space is required, use the "Continuation of Details Supplement."*

69a) 3 years ago- 2 stents put in

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Policy Number
JJ-7025248

SECTION B - DEFINED AGE QUESTIONNAIRE
(Complete if either Original Insured is age 70 or over.)

1. Original Insured A *(First, Middle, Last)* Marvin Schiller

2. Original Insured B *(First, Middle, Last)*

	Original Insured A	Original Insured B
3. Will you, the original insured and/or beneficiary, and/or any entity on your behalf, receive any compensation as an inducement to purchase the policy, whether via the form of cash, property, an agreement to receive money in the future, or otherwise, if this policy is issued?	☐ Y ■ N	☐ Y ☐ N
4. Have you, the original insured, been involved in any discussion about the possible sale or assignment of this policy to an unrelated third party, as an inducement to purchase the life insurance policy? Have you been involved in any discussion about the possible sale or assignment of a beneficial interest in a trust, limited liability company, or other entity created or to be created on your behalf which will have an ownership or beneficial interest in this policy?	☐ Y ■ N	☐ Y ☐ N
5. Have you, the original insured, been involved in any discussion about the projected value of this policy in a future sale to an unrelated third party? Do you, the original insured, understand that estimated values of policies in the life settlement or other secondary marketplace are not guaranteed and that you may not be able to sell your policy for any amount in excess of the cash surrender value?	☐ Y ■ N	☐ Y ☐ N
6. Have you, the original insured, ever sold a policy to a life settlement, viatical or other secondary market provider, or are you in the process of selling a policy?	☐ Y ■ N	☐ Y ☐ N
7. **Details:** *(List details from questions answered "Yes" and please specify to which question numbers details pertain. If more space is required use the "Continuation of Details Supplement.")*		

OWNER INFORMATION

		Owner
8.	Owner Name same as current owner	
9.	Will you, the proposed owner and/or beneficiary, and/or any entity on your behalf, receive any compensation as an inducement to purchase the policy, whether via the form of cash, property, an agreement to receive money in the future, or otherwise, if this policy is issued?	☐ Y ■ N
10.	Have you, the proposed owner, been involved in any discussion about the possible sale or assignment of this policy to an unrelated third party, as an inducement to purchase the life insurance policy? Have you been involved in any discussion about the possible sale or assignment of a beneficial interest in a trust, limited liability company or other entity created or to be created on your behalf?	☐ Y ■ N
11.	Have you, the owner, been involved in any discussion about the projected value of this policy in a future sale to an unrelated third party? Do you, the owner, understand that estimated values of policies in the life settlement or other secondary marketplace are not guaranteed and that you may not be able to sell your policy for any amount in excess of the cash surrender value?	☐ Y ■ N
12.	Is this policy being funded via a premium financing loan or with funds borrowed, advanced or paid from another person or entity? *(If "Yes", please complete the Premium Financing Application Supplement.)*	■ Y ☐ N
13.	**Details:** *(List details from questions answered "Yes" and please specify to which question numbers details pertain. If more space is required use the "Continuation of Details Supplement.")* Comerica Bank	

Policy Number
JJ 7025248

PART I Continued

SERVICE OFFICE ENDORSEMENTS *(For Company Use Only. We will attach additional documentation as needed.)*

SUITABILITY

Complete only if applying for Variable Life Insurance and submit allocation form(s) with this Application:

1 Have you, the Original Insured(s) and the Owner if other than the Original Insured(s), received a current Prospectus for the policy applied for and have you had sufficient time to review it? Y N

2 Do you understand that the amount and duration of the death benefit may increase or decrease depending on the investment performance of funds in the Separate Account? Y N

3 Do you understand that the cash values may increase or decrease depending on the investment performance of Y N

PART I Continued

Policy Number
JJ-7025248

SERVICE OFFICE ENDORSEMENTS *(for Company Use Only. We will attach additional documentation as needed.)*

SUITABILITY

Complete only if applying for Variable Life Insurance and submit allocation form(s) with this Application:

1.	Have you, the Original Insured(s) and the Owner, if other than the Original Insured(s), received a current Prospectus for the policy applied for and have you had sufficient time to review it?	☐ Y ☐ N
2.	Do you understand that the amount and duration of the death benefit may increase or decrease depending on the investment performance of funds in the Separate Account?	☐ Y ☐ N
3.	Do you understand that the cash values may increase or decrease depending on the investment performance of the funds held in the Separate Account?	☐ Y ☐ N
4.	With this in mind, do you believe that the policy applied for is in accord with your insurance objective and your anticipated financial needs?	☐ Y ☐ N

CASH VALUES MAY INCREASE OR DECREASE IN ACCORDANCE WITH THE EXPERIENCE OF THE SEPARATE ACCOUNT. THE DEATH BENEFIT MAY BE VARIABLE OR FIXED UNDER SPECIFIED CONDITIONS

AGREEMENT AND ACKNOWLEDGEMENT

I, the Owner, certify that the tax identification or social security number as provided by me is correct. I also certify that I am not subject to backup withholding.

Each of the Undersigned declares that

1. Any new, reinstated or increased coverage will not be in effect unless and until (a) all premiums and charges have been paid to and accepted by the Company; (b) the requested changes have been accepted by the Company; and (c) statements on this form and on any other application submitted as a part of this request are correct at the time of such payments and approval. Blank spaces in questions 31-43 (Owner Information) and/or 44-47 (Beneficiary Designation) of Part I of the application and question 19 of Section A of the application indicate no change from the previous designation.
2. No agent, broker or medical examiner has the authority to make or modify any Company contract or to waive any of the Company's requirements.
3. I/WE HAVE READ, or have had read to me/us, the completed Reinstatement or Change Application for Life Insurance before signing below. All statements and answers in this application are correctly recorded, and are full, complete and true. I confirm that upon receipt of the contract I will review the answers recorded on the application. I will notify the Company immediately if any information in the application is incorrect. Caution: If your answers on this application are incorrect or untrue, the Company may have the right to deny benefits or rescind coverage under the policy and any riders attached to it.
4. For employer owned life insurance policies, the owner hereby acknowledges its sole responsibility for ensuring that it complies with all legal and regulatory requirements related to life insurance it purchases on its employees, including appropriate disclosure to each employee whose life is insured under such a life insurance policy.
5. Corrections, additions or changes to this application may be made by the Company. Any such changes will be shown under "Service Office Endorsements". Acceptance of a policy issued with such changes will constitute acceptance of the changes. No change will be made in classification (including age at issue), plan, amount, or benefits unless agreed to in writing by the Applicant.
6. This application shall amend and be a part of the original application and the policy. The incontestability and suicide provisions in the policy are amended to apply to any new or increased coverage from the date the new or increased coverage is made to be in effect by the Company. Upon reinstatement, the period of contestability with respect to statements made in this application shall begin anew as of the date the new or increased coverage is made to be in effect by the Company.
7. For Universal Life and Variable Life, the effective date of any change in death benefit or any Rider requested on pages 1 and 2 shall be the Monthly Anniversary Day which coincides with or next follows the date the Company approves this application.

STATE DISCLOSURES

All jurisdictions except AR, AZ, CT, DC, FL, KS, KY, LA, ME, MN, NJ, NM, OH, OK, PA, TX, VA and WA. Any person who, with intent to defraud or knowing that he/she is facilitating fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

AR, NM and OH Only. Any person who, knowingly and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act which is a crime and subjects such person to criminal and civil penalties.

PART I Continued

Policy Number
JJ-7025248

TRUST VERIFICATION

I/We hereby certify that the Trustee(s) named in this application are the Trustee(s) for the named Trust, which is in full force and effect. The Company assumes no obligation to inquire into the terms of any trust agreement affecting this policy and shall not be held liable for any party's compliance with the terms thereof. The Company may rely solely upon the signature(s) of the Trustee(s) named in this application to any receipt, release or waiver, or to any transfer or other instrument affecting this policy or any options, privileges or benefits thereunder. Unless otherwise indicated, the signature(s) of all Trustee(s) named, or their successors, will be required to exercise any contractual right under the policy. The Company shall have no obligation to see to the use or application of any funds paid to the Trustee(s) in accordance with the terms of the policy. Any such payment made by the Company to the Trustee(s) shall fully discharge the Company with respect to any amounts so paid.

AUTHORIZATION

Each of the undersigned declares that:

I/We authorize any medical professional, hospital or other medical institution, insurer, MIB, Inc., or any other person or organization that has any records or knowledge of me/us or my/our physical or mental health or insurability to disclose that information to the Company, its reinsurers, or any other party acting on the Company's behalf. I/We authorize the Company to disclose information related to my insurability to MIB, Inc., and to other insurers to whom I/we may apply for coverage.

I/We acknowledge receipt of the Privacy Notice and the Important Notice containing the Investigative Consumer Report and MIB, Inc. information.

This authorization shall be valid for 24 months after it is signed. A photographic copy of this authorization shall be as valid as the original. I/We understand that I/we may revoke this authorization at any time by written notification to the Company; however, any action taken prior to such notification will not be affected.

The purpose of this authorization is to allow the Company to determine eligibility for Life coverage or a claim for benefits under a life policy.

For Non Underwritten Changes - The Company will not obtain medical information on this authorization for Non Underwritten Policy Changes questions A-G.

☐ I elect to be interviewed if an Investigative Consumer Report is prepared.

SIGNATORY SECTION

This Application consists of: a) Part I (including Sections A-B if needed); b) Part II Medical Application, if required; c) any amendments to the application(s) attached thereto; and d) any supplements, all of which a re required by the Company for the plan, amount and benefits applied for. This Reinstatement or Change Application for Life Insurance - Part I shall be complete when it includes Applicant Information - Original Insured A, and any or none of the following (please check, as applicable, included Sections A-B):

☐ **Section A - Applicant Information - Original Insured B.**
☐ **Section B - Defined Age Questionnaire.**

Signed in _____ (state) this _____ day of _____ (month) _____ (year)

Signature of Original Insured A (Parent or Guardian if under 14 years of age)	Signature of Original Insured B (If coverage applied for) (Parent or Guardian if under 14 years of age)
Signature of Applicant/Owner/Trustee (If other than Original Insured) (Provide Officer's Title if policy is owned by a Corporation)	Signature of Applicant/Owner/Trustee (If other than Original Insured) (Provide Officer's Title if policy is owned by a Corporation)

TO BE COMPLETED BY AGENT ONLY

(i) Does the applicant have any existing life insurance policies or annuities? ☐ Y ☐ N

(ii) Do you know or have you any reason to believe that replacement of insurance is involved? ☐ Y ☐ N

If a replacement is involved, I certify that only company approved sales materials were used in this sale and that copies of all sales materials were left with the applicant.

I declare that I have accurately answered all questions contained in this section.

I declare that I have provided each Original Insured and Owner(s) with the Important Notice as well as a copy of the Privacy Practices Notice.

Signature of Licensed Agent, Broker or Registered Representative	Name of Licensed Agent, Broker or Registered Representative (Please Print)

APPLICABLE TO VARIABLE LIFE ONLY

I have reviewed the Application, Supplements, New Account Form and allocation forms and find the transaction suitable.

Signature of Registered Principal of Broker/Dealer	Name of Registered Principal of Broker/Dealer (Please Print)

[redacted]

Bernstein, Estate of Simon
Pleadings
11187.006

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Department of the Treasury
Internal Revenue Service Center
Austin TX 73301-0002

Simon Bernstein -2011 1040

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by *(Printed Name)*

C. Date of Delivery

10 20 2012

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

AUS 737

3. Service Type

☑ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number
(Transfer from service label) 7010 1870 0001 8551 0848

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Peter M. Feaman, Esq.
3615 W. Boynton Beach Blvd.
Boynton Beach, FL 33436

Bernstein - Objection to Claim of Stansbury

2. Article Number
(Transfer from service label) 7010 1870 0001 8551 2507

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by *(Printed Name)* Maggie Valle
C. Date of Delivery 4/5/13

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

Miami, FL
Florence, Italy
A. MATTEINI & CO. LLC
FINE ANTIQUE AND ESTATE JEWELRY
APPRAISAL SERVICES
APRIL L. MATTEINI, GG (GIA)
april@amatteini.com • www.jewelrybrief.com
561-613-3387

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

BOYNTON BEACH FL 33436

OFFICIAL USE

Postage	$ $0.46
Certified Fee	$3.10
Return Receipt Fee (Endorsement Required)	$2.55
Restricted Delivery Fee (Endorsement Required)	$0.00
Total Postage & Fees	$ $6.11

BOCA RATON FL 33431 FEB - 4 2013 Postmark Here

7010 1870 0001 8551 2507

Bernstein - Objection to Claim of Stansbury

Sent To: Peter M. Feaman, Esq.
Street, Apt. No.; or PO Box No.: 3615 W. Boynton Beach Blvd.
City, State, ZIP+4: Boynton Beach FL 33436

PS Form 3800, August 2006 — See Reverse for Instructions

Bernstein jewelry

2 diamond ring settings
1 diamond encrusted wedding band
2 large diamond stones
Man's gold pocketwatch
clear & black triangle stone on gold chain
multi colored stones in flower shaped setting on gold band
thick gold chain (looks like horse bits)
gold chain link bracelet
dangling stone earrings (eveningwear)
gold Israel watch pendant on gold chain
gold oval cufflinks w/ small blue stones
Man's gold ring with B insignia
gold pin with small stones on A insignia

STATE OF FLORIDA

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OFFICE of VITAL STATISTICS

CERTIFICATION OF DEATH

STATE FILE NUMBER: 2012256765

DATE ISSUED: September 18, 2012

STATE FILE DATE: September 17, 2012

DECEDENT INFORMATION

NAME: **SIMON LEON BERNSTEIN**

DATE OF DEATH: **September 13, 2012** SEX: **MALE** AGE: **076 YEARS**

DATE OF BIRTH: **December 2, 1935** SSN: **371-32-5211**

BIRTHPLACE: **FLINT, MICHIGAN**

PLACE WHERE DEATH OCCURRED: **INPATIENT**

FACILITY NAME OR STREET ADDRESS: **DELRAY MEDICAL CENTER**

LOCATION OF DEATH: **DELRAY BEACH, PALM BEACH COUNTY**

SURVIVING SPOUSE, DECEDENT'S RESIDENCE AND HISTORY INFORMATION

MARITAL STATUS: **WIDOWED**

SPOUSE: **NONE**

RESIDENCE: **7020 LIONS HEAD LANE, BOCA RATON, FLORIDA 33496**

COUNTY: **PALM BEACH**

OCCUPATION, INDUSTRY: **SALES, LIFE INSURANCE**

RACE: _X_White ___Black or African American ___Asian Indian ___Chinese ___Filipino ___Native Hawaiian

___American Indian or Alaskan Native--Tribe: ___Japanese ___Korean ___Vietnamese

___Guamian or Chamorro ___Samoan ___Other Pacific Isl:

___Other Asian: ___Other: ___Unknown

HISPANIC OR HAITIAN ORIGIN? **NO, NOT OF HISPANIC/HAITIAN ORIGIN**

EDUCATION: **HIGH SCHOOL GRADUATE OR GED** EVER IN U.S. ARMED FORCES? **NO**

PARENTS AND INFORMANT INFORMATION

FATHER: **THEODORE BERNSTEIN**

MOTHER: **NORA UNKNOWN**

INFORMANT: **TED STUART BERNSTEIN**

RELATIONSHIP TO DECEDENT: **SON**

INFORMANT'S ADDRESS: **880 Berkley Street, BOCA RATON, FLORIDA 33487**

PLACE OF DISPOSITION AND FUNERAL FACILITY INFORMATION

PLACE OF DISPOSITION: **THE GARDENS MEMORIAL PARK**
BOCA RATON, FLORIDA

METHOD OF DISPOSITION: **ENTOMBMENT**

FUNERAL DIRECTOR/LICENSE NUMBER: **GARRETT JACOBS, F019844**

FUNERAL FACILITY: **BOCA RATON FUNERAL HOME F040152**
19785 HAMPTON DRIVE, BOCA RATON, FLORIDA 33434

CERTIFIER INFORMATION

TYPE OF CERTIFIER: **MEDICAL EXAMINER** MEDICAL EXAMINER CASE NUMBER: **121500913**

TIME OF DEATH (24 hr): **0227**

CERTIFIER'S NAME: **MICHAEL D BELL**

CERTIFIER'S LICENSE NUMBER: **ME54359**

NAME OF ATTENDING PHYSICIAN (If other than Certifier): **NOT ENTERED**

THE ABOVE SIGNATURE CERTIFIES THAT THIS IS A TRUE COPY OF THE OFFICIAL RECORD ON FILE IN THIS OFFICE.

State Registrar

REQ: **2013124648**

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CERTIFICATION OF VITAL RECORD

FLORIDA DEPARTMENT OF HEALTH

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OFFICE of VITAL STATISTICS

CERTIFICATION OF DEATH

STATE FILE NUMBER: 2012256765

DATE ISSUED: September 18, 2012

STATE FILE DATE: September 17, 2012

DECEDENT INFORMATION

NAME: **SIMON LEON BERNSTEIN**

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DATE OF BIRTH: **December 2, 1935** SSN: **371-32-5211**

BIRTHPLACE: **FLINT, MICHIGAN**

PLACE WHERE DEATH OCCURRED: **INPATIENT**

FACILITY NAME OR STREET ADDRESS: **DELRAY MEDICAL CENTER**

LOCATION OF DEATH: **DELRAY BEACH, PALM BEACH COUNTY**

SURVIVING SPOUSE, DECEDENT'S RESIDENCE AND HISTORY INFORMATION

MARITAL STATUS: **WIDOWED**

SPOUSE: **NONE**

RESIDENCE: **7020 LIONS HEAD LANE, BOCA RATON, FLORIDA 33496**

COUNTY: **PALM BEACH**

OCCUPATION, INDUSTRY: **SALES, LIFE INSURANCE**

RACE: _X_White ___Black or African American ___Asian Indian ___Chinese ___Filipino ___Native Hawaiian
___American Indian or Alaskan Native--Tribe: ___Japanese ___Korean ___Vietnamese
___Guamian or Chamorro ___Samoan ___Other Pacific Isl:
___Other Asian: ___Other: ___Unknown

HISPANIC OR HAITIAN ORIGIN? **NO, NOT OF HISPANIC/HAITIAN ORIGIN**

EDUCATION: **HIGH SCHOOL GRADUATE OR GED** EVER IN U.S. ARMED FORCES? **NO**

PARENTS AND INFORMANT INFORMATION

FATHER: **THEODORE BERNSTEIN**

MOTHER: **NORA UNKNOWN**

INFORMANT: **TED STUART BERNSTEIN**

RELATIONSHIP TO DECEDENT: **SON**

INFORMANT'S ADDRESS: **880 Berkley Street, BOCA RATON, FLORIDA 33487**

PLACE OF DISPOSITION AND FUNERAL FACILITY INFORMATION

PLACE OF DISPOSITION: **THE GARDENS MEMORIAL PARK**
BOCA RATON, FLORIDA

METHOD OF DISPOSITION: **ENTOMBMENT**

FUNERAL DIRECTOR/LICENSE NUMBER: **GARRETT JACOBS, F019844**

FUNERAL FACILITY: **BOCA RATON FUNERAL HOME F040152**
19785 HAMPTON DRIVE, BOCA RATON, FLORIDA 33434

CERTIFIER INFORMATION

TYPE OF CERTIFIER: **MEDICAL EXAMINER** MEDICAL EXAMINER CASE NUMBER: **121500913**

TIME OF DEATH (24 hr): **0227**

CERTIFIER'S NAME: **MICHAEL D BELL**

CERTIFIER'S LICENSE NUMBER: **ME54359**

NAME OF ATTENDING PHYSICIAN (If other than Certifier): **NOT ENTERED**

THE ABOVE SIGNATURE CERTIFIES THAT THIS IS A TRUE COPY OF THE OFFICIAL RECORD ON FILE IN THIS OFFICE

State Registrar

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STATE OF FLORIDA

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OFFICE of VITAL STATISTICS

CERTIFICATION OF DEATH

STATE FILE NUMBER: 2012256765

DATE ISSUED: September 18, 2012

STATE FILE DATE: September 17, 2012

DECEDENT INFORMATION

NAME: **SIMON LEON BERNSTEIN**

DATE OF DEATH: **September 13, 2012** SEX: **MALE** AGE: **076 YEARS**

DATE OF BIRTH: **December 2, 1935** SSN: **371-32-5211**

BIRTHPLACE: **FLINT, MICHIGAN**

PLACE WHERE DEATH OCCURRED: **INPATIENT**

FACILITY NAME OR STREET ADDRESS: **DELRAY MEDICAL CENTER**

LOCATION OF DEATH: **DELRAY BEACH, PALM BEACH COUNTY**

SURVIVING SPOUSE, DECEDENT'S RESIDENCE AND HISTORY INFORMATION

MARITAL STATUS: **WIDOWED**

SPOUSE: **NONE**

RESIDENCE: **7020 LIONS HEAD LANE, BOCA RATON, FLORIDA 33496**

COUNTY: **PALM BEACH**

OCCUPATION, INDUSTRY: **SALES, LIFE INSURANCE**

RACE: _X_White ___Black or African American ___Asian Indian ___Chinese ___Filipino ___Native Hawaiian

___American Indian or Alaskan Native--Tribe: ___Japanese ___Korean ___Vietnamese

___Guamian or Chamorro ___Samoan ___Other Pacific Isl:

___Other Asian: ___Other: ___Unknown

HISPANIC OR HAITIAN ORIGIN? **NO, NOT OF HISPANIC/HAITIAN ORIGIN**

EDUCATION: **HIGH SCHOOL GRADUATE OR GED** EVER IN U.S. ARMED FORCES? **NO**

PARENTS AND INFORMANT INFORMATION

FATHER: **THEODORE BERNSTEIN**

MOTHER: **NORA UNKNOWN**

INFORMANT: **TED STUART BERNSTEIN**

RELATIONSHIP TO DECEDENT: **SON**

INFORMANT'S ADDRESS: **880 Berkley Street, BOCA RATON, FLORIDA 33487**

PLACE OF DISPOSITION AND FUNERAL FACILITY INFORMATION

PLACE OF DISPOSITION: **THE GARDENS MEMORIAL PARK**
BOCA RATON, FLORIDA

METHOD OF DISPOSITION: **ENTOMBMENT**

FUNERAL DIRECTOR/LICENSE NUMBER: **GARRETT JACOBS, F019844**

FUNERAL FACILITY: **BOCA RATON FUNERAL HOME F040152**
19785 HAMPTON DRIVE, BOCA RATON, FLORIDA 33434

CERTIFIER INFORMATION

TYPE OF CERTIFIER: **MEDICAL EXAMINER** MEDICAL EXAMINER CASE NUMBER: **121500913**

TIME OF DEATH (24 hr): **0227**

CERTIFIER'S NAME: **MICHAEL D BELL**

CERTIFIER'S LICENSE NUMBER: **ME54359**

NAME OF ATTENDING PHYSICIAN (If other than Certifier): **NOT ENTERED**

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OFFICE of VITAL STATISTICS

CERTIFICATION OF DEATH

STATE FILE NUMBER: 2012256765 **DATE ISSUED:** September 18, 2012

STATE FILE DATE: September 17, 2012

DECEDENT INFORMATION

NAME: SIMON LEON BERNSTEIN

DATE OF DEATH: September 13, 2012 SEX: MALE AGE: 076 YEARS
DATE OF BIRTH: December 2, 1935 SSN: 371-32-5211
BIRTHPLACE: FLINT, MICHIGAN
PLACE WHERE DEATH OCCURRED: INPATIENT
FACILITY NAME OR STREET ADDRESS: DELRAY MEDICAL CENTER
LOCATION OF DEATH: DELRAY BEACH, PALM BEACH COUNTY

SURVIVING SPOUSE, DECEDENT'S RESIDENCE AND HISTORY INFORMATION

MARITAL STATUS: WIDOWED
SPOUSE: NONE
RESIDENCE: 7020 LIONS HEAD LANE, BOCA RATON, FLORIDA 33496
COUNTY: PALM BEACH
OCCUPATION, INDUSTRY: SALES, LIFE INSURANCE
RACE: X White ___Black or African American ___Asian Indian ___Chinese ___Filipino ___Native Hawaiian
___American Indian or Alaskan Native--Tribe: ___Japanese ___Korean ___Vietnamese
___Guamian or Chamorro ___Samoan ___Other Pacific Isl:
___Other Asian: ___Other: ___Unknown
HISPANIC OR HAITIAN ORIGIN? NO, NOT OF HISPANIC/HAITIAN ORIGIN
EDUCATION: HIGH SCHOOL GRADUATE OR GED EVER IN U.S. ARMED FORCES? NO

PARENTS AND INFORMANT INFORMATION

FATHER: THEODORE BERNSTEIN
MOTHER: NORA UNKNOWN
INFORMANT: TED STUART BERNSTEIN
RELATIONSHIP TO DECEDENT: SON
INFORMANT'S ADDRESS: 880 Berkley Street, BOCA RATON, FLORIDA 33487

PLACE OF DISPOSITION AND FUNERAL FACILITY INFORMATION

PLACE OF DISPOSITION: THE GARDENS MEMORIAL PARK
BOCA RATON, FLORIDA
METHOD OF DISPOSITION: ENTOMBMENT
FUNERAL DIRECTOR/LICENSE NUMBER: GARRETT JACOBS, F019844
FUNERAL FACILITY: BOCA RATON FUNERAL HOME F040152
19785 HAMPTON DRIVE, BOCA RATON, FLORIDA 33434

CERTIFIER INFORMATION

TYPE OF CERTIFIER: MEDICAL EXAMINER MEDICAL EXAMINER CASE NUMBER: 121500913
TIME OF DEATH (24 hr): 0227
CERTIFIER'S NAME: MICHAEL D BELL
CERTIFIER'S LICENSE NUMBER: ME54359
NAME OF ATTENDING PHYSICIAN (If other than Certifier): NOT ENTERED

C. Meade Griggs
State Registrar

THE ABOVE SIGNATURE CERTIFIES THAT THIS IS A TRUE AND CORRECT COPY OF THE OFFICIAL RECORD ON FILE IN THIS OFFICE. REQ: 2013124648

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GREAT SEAL OF THE STATE OF FLORIDA IN GOD WE TRUST

28366065

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CERTIFICATION OF VITAL RECORD

FLORIDA DEPARTMENT OF HEALTH

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DATE OF BIRTH: **December 2, 1935** BIRTHPLACE: **FLINT, MICHIGAN**

PLACE OF DEATH: **INPATIENT**

FACILITY NAME OR STREET ADDRESS: **DELRAY MEDICAL CENTER**

LOCATION OF DEATH: **DELRAY BEACH, PALM BEACH COUNTY**

SURVIVING SPOUSE, DECEDENT'S RESIDENCE AND HISTORY INFORMATION

MARITAL STATUS: **WIDOWED**

SPOUSE: **NONE**

RESIDENCE: **7020 LIONS HEAD LANE, BOCA RATON, FLORIDA 33496** COUNTY: **PALM BEACH**

OCCUPATION, INDUSTRY: **SALES, LIFE INSURANCE**

RACE: _X_ White ___Black or African American ___Asian Indian ___Chinese ___Filipino ___Native Hawaiian ___Japanese ___Korean
___American Indian or Alaskan Native–Tribe: ___Vietnamese ___Other Asian:
___Guamian or Chamorro ___Samoan ___Other Pacific Isl: ___Other: ___Unknown

HISPANIC OR HAITIAN ORIGIN? **NO, NOT OF HISPANIC/HAITIAN ORIGIN**

EDUCATION: **HIGH SCHOOL GRADUATE OR GED** EVER IN U.S. ARMED FORCES? **NO**

PARENTS AND INFORMANT INFORMATION

FATHER: **THEODORE BERNSTEIN**

MOTHER: **NORA UNKNOWN**

INFORMANT: **TED STUART BERNSTEIN**

RELATIONSHIP TO DECEDENT: **SON**

INFORMANT'S ADDRESS: **880 Berkley Street, BOCA RATON, FLORIDA 33487**

PLACE OF DISPOSITION AND FUNERAL FACILITY INFORMATION

PLACE OF DISPOSITION: **THE GARDENS MEMORIAL PARK**
BOCA RATON, FLORIDA

METHOD OF DISPOSITION: **ENTOMBMENT**

FUNERAL DIRECTOR/LICENSE NUMBER: **GARRETT JACOBS, F019844**

FUNERAL FACILITY: **BOCA RATON FUNERAL HOME F040152**
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CERTIFIER INFORMATION

TYPE OF CERTIFIER: **MEDICAL EXAMINER** MEDICAL EXAMINER CASE NUMBER: **121500913**

TIME OF DEATH (24 hr) **0227**

CERTIFIER'S NAME: **MICHAEL D BELL**

CERTIFIER'S LICENSE NUMBER: **ME54359**

NAME OF ATTENDING PHYSICIAN (If other than Certifier): **NOT APPLICABLE**

CAUSE OF DEATH AND INJURY INFORMATION

PROBABLE MANNER OF DEATH: **PENDING INVESTIGATION**

CAUSE OF DEATH - PART I - and Approximate Interval: Onset to Death:

a **PENDING**

b

c

d

PART II - Other significant conditions contributing to death but not resulting in the underlying cause given in PART I:

AUTOPSY PERFORMED? **YES** AUTOPSY FINDINGS AVAILABLE TO COMPLETE CAUSE OF DEATH? **NO**

DATE OF SURGERY: DID TOBACCO USE CONTRIBUTE TO DEATH? **UNKNOWN**

REASON FOR SURGERY:

IF FEMALE, WAS SHE PREGNANT WITHIN THE PAST YEAR? **NOT APPLICABLE**

DATE OF INJURY: **NOT APPLICABLE** TIME OF INJURY (24 hr): INJURY AT WORK?

LOCATION OF INJURY:

DESCRIBE HOW INJURY OCCURRED:

PLACE OF INJURY:

IF TRANSPORTATION INJURY, Status of Decedent: Type of Vehicle:

C. Meade Jr.

,State Registrar

REQ: **2013124648**

THE ABOVE SIGNATURE CERTIFIES THAT THIS IS A TRUE AND CORRECT COPY OF THE OFFICIAL RECORD ON FILE IN THIS OFFICE.

WARNING: THIS DOCUMENT IS PRINTED OR PHOTOCOPIED ON SECURITY PAPER WITH WATERMARKS OF THE GREAT SEAL OF THE STATE OF FLORIDA. DO NOT ACCEPT WITHOUT VERIFYING THE PRESENCE OF THE WATERMARKS. THE DOCUMENT FACE CONTAINS A MULTICOLORED BACKGROUND, GOLD EMBOSSED SEAL, AND THERMOCHROMIC FL. THE BACK CONTAINS SPECIAL LINES WITH TEXT. THIS DOCUMENT WILL NOT PRODUCE A COLOR COPY.

VOID IF ALTERED OR ERASED

VOID IF ALTERED OR ERASED

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DH FORM 1947 (11/11)

CERTIFICATION OF VITAL RECORD

FLORIDA DEPARTMENT OF HEALTH

TS004165

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,
Plaintiff,

CASE NO: **50 2012 CA 013933 MB AA**

v.

TED S. BERNSTEIN; SIMON BERNSTEIN;
LIC HOLDINGS, INC.; and ARBITRAGE
INTERNATIONAL MANAGEMENT, LLC,
f/k/a ARBITRAGE INTERNATIONAL
HOLDINGS, LLC.
Defendants.
_____/

NOTICE OF HEARING
(Motion Calendar)

PLEASE TAKE NOTICE that the undersigned attorney for Plaintiff, WILLIAM STANSBURY, has called up for hearing the following matter:

Matter: **[Defendants'] Motion for Enlargement of Time to Respond to Amended Complaint**

Date: **Monday, March 11, 2013**

Time: **8:45 a.m.**

Place: **Honorable Glenn D. Kelley**
Courtroom 11A
Palm Beach County Circuit Court
205 No. Dixie Highway
West Palm Beach, FL 33401

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that the above and foregoing has been forwarded via e-mail service at swergoldj@gtlaw.com; arnsdorffk@gtlaw.com; steffesj@gtlaw.com; FLService@gtlaw.com to Jon Swergold, Esq., Greenberg Traurig, P.A., 401 East Las Olas Blvd., Suite 2000, Fort Lauderdale, FL 33301; and at rspallina@tescherspallina.com to Robert L. Spallina, Esq., *Counsel forDonald Tescher, Personal Representative of the Estate of Simon Bernstein*, Tescher & Spallina, P.A., 4855 Technology Way, Suite 720, Boca Raton, FL 33431 on this 27th day of February, 2013.

PETER M. FEAMAN, P.A.
3615 W. Boynton Beach Blvd.
Boynton Beach, FL 33436
Tel: 561-734-5552
Fax: 561-734-5554
pfeaman@feamanlaw.com

By: _____
Peter M. Feaman
Florida Bar No.: 0260347

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT OF FLORIDA, IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF SIMON BERNSTEIN,

Deceased.

Case No. 502012CP 004391 XXXX SB

Division: IZ

NOTICE OF INDEPENDENT ACTION

WILLIAM E. STANSBURY, Claimant ("Claimant"), by and through his undersigned counsel, hereby provides notice that he has filed an independent action against this Estate with respect to the Statement of Claim that Claimant filed in this proceeding, in accordance with §733.705 Fla. Stat. (2012). Such independent action is currently pending in the Circuit Court in and for Palm Beach County, Florida, Case No. 50-2012-CA-013933-XXXX-MB.

Signed on March 1, 2013.

Counsel for Claimant:

PETER M. FEAMAN, P.A.
3615 West Boynton Beach Boulevard
Boynton Beach, Florida 33436
Telephone: (561) 734-5552
E-mail: *pfeaman@feamanlaw.com*

By: _____
Peter M. Feaman, Esq.
Florida Bar No. 0260347

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the above and foregoing has been forwarded via e-mail service to Robert L. Spallina, Esq., *Counsel for Donald Tescher, Personal Representative of the Estate of Simon Bernstein,* Tescher & Spallina, P.A., 4855 Technology Way, Suite 720, Boca Raton, FL 33431, at rspallina@tescherspallina.com on this 1st day of March, 2013.

PETER M. FEAMAN, P.A.
3615 W. Boynton Beach Blvd.
Boynton Beach, FL 33436
Tel: 561-734-5552
Fax: 561-734-5554
pfeaman@feamanlaw.com

By: _____
Peter M. Feaman
Florida Bar No.: 0260347

From the Desk of
Kimberly Moran

TO : File

DATE : April 17, 2013

RE : Bernstein Estates (11187.006)

On April 17, 2013, Don met with Ted Bernstein. Ted brought his mother's jewelry in a Federal Express pouch, and we put the jewelry in our Will safe.

Robert Spallina

From: Maryanne Koskey [mkoskey@feamanlaw.com]
Sent: Wednesday, January 23, 2013 3:01 PM
To: swergoldj@gtlaw.com; arnsdorffk@gtlaw.com; steffesj@gtlaw.com; FLService@gtlaw.com; Robert Spallina
Subject: SERVICE OF COURT DOCUMENT - Case No.: 50 2012 CA 013933 MB AA
Attachments: SKMBT_C35130123150800

Court: In the Circuit Court of the 15th Judicial Circuit in and for Palm Beach County, FL

Case No.: 50 2012 CA 013933 MB AA

Case Name: William Stansbury v. Bernstein et al

Attachment: Notice of Hearing on Pltf's Motion for Substitution of Party

Maryanne Koskey
Legal Assistant to Peter M. Feaman
PETER M. FEAMAN, P.A.
Attorneys for William Stansbury
3615 W. Boynton Beach Blvd.
Boynton Beach, FL 33436
Tel: 561.734.5552
Fax: 561.734.5554
www.feamanlaw.com

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: SIMON BERNSTEIN PROBATE DIVISION

IRREVOCABLE INSURANCE

TRUST dated JUNE 21, 1995 FILE NO.:

_____/

WAIVER, CONSENT AND JOINDER TO DECLARATORY ACTION TO ESTABLISH A LOST TRUST AND APPOINT A SUCCESSOR TRUSTEE

The undersigned, a surviving child of SIMON BERNSTEIN and SHIRLEY BERNSTEIN, acknowledge receipt of the captioned pleading, waive formal service and join in and consent to the relief requested.

Dated this 6 day of March, 2013.

JILL IANTONI

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: SIMON BERNSTEIN PROBATE DIVISION

IRREVOCABLE INSURANCE

TRUST dated JUNE 21, 1995 FILE NO.:

_____/

WAIVER, CONSENT AND JOINDER TO DECLARATORY ACTION TO ESTABLISH A LOST TRUST AND APPOINT A SUCCESSOR TRUSTEE

The undersigned, a surviving child of SIMON BERNSTEIN and SHIRLEY BERNSTEIN, acknowledge receipt of the captioned pleading, waive formal service and join in and consent to the relief requested.

Dated this 7 day of March, 2013.

LISA S. FRIEDSTEIN

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF

SIMON L. BERNSTEIN,

Deceased.

PROBATE DIVISION

File No. 502012CP004391 XXXXSB

IZ

SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CITY BRANCH-FILED

12 OCT -2 AM 9:31

LETTERS OF ADMINISTRATION

TO ALL WHOM IT MAY CONCERN

WHEREAS, Simon L. Bernstein, a resident of Palm Beach County, died on September 13, 2012, owning assets in the State of Florida, and

WHEREAS, Robert L. Spallina and Donald R. Tescher have been appointed as co-Personal Representatives of the Estate of the decedent and has performed all acts prerequisite to issuance of Letters of Administration in the estate,

NOW, THEREFORE, I, the undersigned Circuit Judge, declare Robert L. Spallina and Donald R. Tescher as duly qualified under the laws of the State of Florida to act as co-Personal Representatives of the Estate of Simon L. Bernstein, deceased, with full power to administer the estate according to law; to ask, demand, sue for, recover and receive the property of the decedent; to pay the debts of the decedent as far as the assets of the estate will permit and the law directs; and to make distribution of the estate according to law.

DONE and ORDERED in Chambers at Delray, Palm Beach County, Florida, on this 2 day of Oct, 2012.

Estate must be closed 12 months from the date of order

Circuit Judge

STATE OF FLORIDA • PALM BEACH COUNTY
I hereby certify that the foregoing is a true copy as recorded in my office and the same is in full force and effect.
THIS 2 DAY OF Oct, 2012
SHARON R. BOCK
CLERK & COMPTROLLER
By DEPUTY CLERK

Bar Form No. P-3.0420
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Text Revised October 1, 1998

TS004174

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON L. BERNSTEIN, File No. 502012CP004391IZXXXXSB

Deceased.

NOTICE TO CREDITORS

The administration of the estate of SIMON L. BERNSTEIN, deceased, whose date of death was September 13, 2012, File Number 502012CP004391IZXXXXSB, is pending in the Circuit Court for Palm Beach County, Florida, Probate Division, the address of which is Palm Beach South County Courthouse, 200 W. Atlantic Avenue, Attn: Probate Division, Room 170, Delray Beach, FL 33444. The names of the personal representative and the personal representative's attorney and his address are set forth below.

All creditors of the decedent and other persons having claims or demands against decedent's estate on whom a copy of this notice has been served must file their claims with this Court WITHIN THE LATER OF THREE (3) MONTHS AFTER THE FIRST PUBLICATION OF THIS NOTICE OR THIRTY (30) DAYS AFTER THE TIME OF SERVICE OF A COPY OF THIS NOTICE ON THEM.

All other creditors of the decedent and other persons having claims or demands against decedent's estate must file their claims with this court WITHIN THREE (3) MONTHS AFTER THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE.

ALL CLAIMS NOT SO FILED WILL BE FOREVER BARRED.

NOTWITHSTANDING THE TIME PERIOD SET FORTH ABOVE, ANY CLAIM FILED TWO (2) YEARS OR MORE AFTER THE DECEDENT'S DATE OF DEATH IS BARRED.

The date of the first publication of this Notice is October 16, 2012.

Attorney for Personal Representative:

ROBERT L. SPALLINA, ESQUIRE
Florida Bar No. 0497381
Tescher & Spallina, P.A.
4855 Technology Way, Ste. 720
Boca Raton, FL 33431
561-997-7008
Primary: rspallina@tescherspallina.com
Secondary: kmoran@tescherspallina.com

Personal Representative:

ROBERT L. SPALLINA
7387 Wisteria Avenue
Parkland, FL 33076

DONALD R. TESCHER
2600 Whispering Oaks Lane
Delray Beach, FL 33445

Bar Form No. P-3.0740
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Reviewed October 1, 1998

STATE OF FLORIDA

THIS DOCUMENT HAS A LIGHT BACKGROUND ON TRUE WATERMARKED PAPER. HOLD TO LIGHT TO VERIFY FLORIDA WATERMARK.

OFFICE of VITAL STATISTICS

CERTIFICATION OF DEATH

STATE FILE NUMBER: 2012256765

DATE ISSUED: December 20, 2012

STATE FILE DATE: September 17, 2012

DECEDENT INFORMATION

NAME: **SIMON LEON BERNSTEIN**

DATE OF DEATH: **September 13, 2012** SEX: **MALE** SSN: **371-32-5211** AGE: **076 YEARS**

DATE OF BIRTH: **December 2, 1935** BIRTHPLACE: **FLINT, MICHIGAN**

PLACE OF DEATH: **INPATIENT**

FACILITY NAME OR STREET ADDRESS: **DELRAY MEDICAL CENTER**

LOCATION OF DEATH: **DELRAY BEACH, PALM BEACH COUNTY**

SURVIVING SPOUSE, DECEDENT'S RESIDENCE AND HISTORY INFORMATION

MARITAL STATUS: **WIDOWED**

SPOUSE: **NONE**

RESIDENCE: **7020 LIONS HEAD LANE, BOCA RATON, FLORIDA 33496** COUNTY: **PALM BEACH**

OCCUPATION, INDUSTRY: **SALES, LIFE INSURANCE**

RACE: _X_White ___Black or African American ___Asian Indian ___Chinese ___Filipino ___Native Hawaiian ___Japanese ___Korean
___American Indian or Alaskan Native--Tribe: ___Vietnamese ___Other Asian:
___Guamian or Chamorro ___Samoan ___Other Pacific Isl: ___Other: ___Unknown

HISPANIC OR HAITIAN ORIGIN? **NO, NOT OF HISPANIC/HAITIAN ORIGIN**

EDUCATION: **HIGH SCHOOL GRADUATE OR GED** EVER IN U.S. ARMED FORCES? **NO**

PARENTS AND INFORMANT INFORMATION

FATHER: **THEODORE BERNSTEIN**

MOTHER: **NORA UNKNOWN**

INFORMANT: **TED STUART BERNSTEIN**

RELATIONSHIP TO DECEDENT: **SON**

INFORMANT'S ADDRESS: **880 Berkley Street, BOCA RATON, FLORIDA 33487**

PLACE OF DISPOSITION AND FUNERAL FACILITY INFORMATION

PLACE OF DISPOSITION: **THE GARDENS MEMORIAL PARK**
BOCA RATON, FLORIDA

METHOD OF DISPOSITION: **ENTOMBMENT**

FUNERAL DIRECTOR/LICENSE NUMBER: **GARRETT JACOBS, F019844**

FUNERAL FACILITY: **BOCA RATON FUNERAL HOME F040152**
19785 HAMPTON DRIVE, BOCA RATON, FLORIDA 33434

CERTIFIER INFORMATION

TYPE OF CERTIFIER: **MEDICAL EXAMINER** MEDICAL EXAMINER CASE NUMBER: **121500913**

TIME OF DEATH (24 hr **0227**

CERTIFIER'S NAME: **MICHAEL D BELL**

CERTIFIER'S LICENSE NUMBER: **ME54359**

NAME OF ATTENDING PHYSICIAN (If other than Certifier): **NOT APPLICABLE**

CAUSE OF DEATH AND INJURY INFORMATION

PROBABLE MANNER OF DEATH: **NATURAL**

CAUSE OF DEATH - PART I - and Approximate Interval: Onset to Death:

a **MYOCARDIAL INFARCT**

b **SEVERE CORONARY ATHEROSCLEROSIS**

c

d

PART II - Other significant conditions contributing to death but not resulting in the underlying cause given in PART I:
BRONCHOPNEUMONIA, CIRRHOSIS

AUTOPSY PERFORMED? **YES** AUTOPSY FINDINGS AVAILABLE TO COMPLETE CAUSE OF DEATH? **YES**

DATE OF SURGERY: DID TOBACCO USE CONTRIBUTE TO DEATH? **NO**

REASON FOR SURGERY:

IF FEMALE, WAS SHE PREGNANT WITHIN THE PAST YEAR? **NOT APPLICABLE**

DATE OF INJURY: **NOT APPLICABLE** TIME OF INJURY (24 hr): INJURY AT WORK?

LOCATION OF INJURY:

DESCRIBE HOW INJURY OCCURRED:

PLACE OF INJURY:

IF TRANSPORTATION INJURY, Status of Decedent: Type of Vehicle:

C. Meade Jr. JJ ,State Registrar REQ: **2013376149**

THE ABOVE SIGNATURE CERTIFIES THAT THIS IS A TRUE AND CORRECT COPY OF THE OFFICIAL RECORD ON FILE IN THIS OFFICE.

WARNING: THIS DOCUMENT IS PRINTED OR PHOTOCOPIED ON SECURITY PAPER WITH WATERMARKS OF THE GREAT SEAL OF THE STATE OF FLORIDA. DO NOT ACCEPT WITHOUT VERIFYING THE PRESENCE OF THE WATERMARKS. THE DOCUMENT FACE CONTAINS A MULTICOLORED BACKGROUND, GOLD EMBOSSED SEAL, AND THERMOCHROMIC FL. THE BACK CONTAINS SPECIAL LINES WITH TEXT. THIS DOCUMENT WILL NOT PRODUCE A COLOR COPY.

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DH FORM 1947 (11/11)

CERTIFICATION OF VITAL RECORD

FLORIDA DEPARTMENT OF HEALTH

VOID IF ALTERED OR ERASED

VOID IF ALTERED OR ERASED

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON L. BERNSTEIN, File No. 502012CP004391 IZ XXXXSB

Deceased.

NOTICE OF ADMINISTRATION

The administration of the estate of SIMON L. BERNSTEIN, deceased, File Number 502012CP004391IZ XXXXSB is pending in the Circuit Court for Palm Beach County, Florida, Probate Division, the address of which is Palm Beach South County Courthouse, 200 W. Atlantic Avenue, Delray Beach, Florida 33444. The decedent's Will, which is dated July 25, 2012, has been admitted to probate. The name and address of the personal representative and of the personal representative's attorney are set forth below.

A beneficiary of a Will or Codicil described above is not required to have an attorney or to file and document in order to receive the inheritance provided in that Will or Codicil.

Any interested person on whom a copy of this Notice of Administration is served who challenges the validity of the Will and/or Codicil, qualifications of the personal representative, venue, or jurisdiction of the court, is required to file any objection with the court following the form and procedure provided in the Florida Probate Rules WITHIN THE TIME REQUIRED BY LAW, which is on or before the date that is three (3) months after the date of service of a copy of the Notice of Administration on that person, or those objections are forever barred.

A petition for determination of exempt property is required to be filed by or on behalf of any person entitled to exempt property under Section 732.402 of the Florida Probate Code WITHIN THE TIME REQUIRED BY LAW, which is on or before the later of the date that is four (4) months after the date of service of a copy of the Notice of Administration on that person or the date that is forty (40) days after the date of termination of any proceeding involving the construction, admission to probate, or validity of the Will and/or Codicil or involving any other matter affecting any part of the exempt property, or the right of the personal to exempt property is deemed to have been waived.

Any election to take an elective share must be filed WITHIN THE TIME REQUIRED BY LAW, which is on or before the earlier of the date that is six (6) months after the date of service of a copy of the Notice of Administration on the surviving spouse, or an attorney in fact or a guardian of the property of the surviving spouse, or the date that is two (2) years after the date of the decedent's death.

Attorney for Personal Representative:

ROBERT L. SPALLINA, ESQUIRE
Florida Bar No. 497381
Tescher & Spallina, P.A.
4855 Technology Way, Ste. 720
Boca Raton, FL 33431
561-997-7008
Primary: rspallina@tescherspallina.com
Secondary: kmoran@tescherspallina.com

Co-Personal Representatives:

ROBERT L. SPALLINA
7387 Wisteria Ave.
Parkland, FL 33076

DONALD R. TESCHER
2600 Whispering Oaks Lane
Delray Beach, FL 33445

X

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 11-02-2012

Employer Identification Number:
30-6329441

Form: SS-4

Number of this notice: CP 575 B

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB OF THIS NOTICE.

001297.263822.0005.001 1 MB 0.404 532

SIMON L BERNSTEIN TR
ROBERT L SPALLINA ET AL TTEE
4855 TECHNOLOGY WAY STE 720
BOCA RATON FL 33431

001297

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 30-6329441. This EIN will identify your estate or trust. If you are not the applicant, please contact the individual who is handling the estate or trust for you. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1041	04/15/2013

If you have questions about the form(s) or the due dates(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, Accounting Periods and Methods.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.

(IRS USE ONLY) 575B 11-02-2012 BERN B 0244830968 SS-4

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. This notice is issued only one time and IRS will not be able to generate a duplicate copy for you.

* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.

* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return this stub. Thank you for your cooperation.

(IRS USE ONLY) 575B 11-02-2012 BERN B 0244830968 SS-4

001297

Keep this part for your records. CP 575 B (Rev. 7-2010)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 B

0244830968

Your Telephone Number ( ) -

Best Time to Call

DATE OF THIS NOTICE: 11-02-2012
EMPLOYER IDENTIFICATION NUMBER: 30-6329441
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

SIMON L BERNSTEIN TR
ROBERT L SPALLINA ET AL TTEE
4855 TECHNOLOGY WAY STE 720
BOCA RATON FL 33431

X

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 11-02-2012

Employer Identification Number:
30-6329442

Form: SS-4

Number of this notice: CP 575 B

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB OF THIS NOTICE.

001296.263822.0005.001 1 MB 0.404 532

SIMON L BERNSTEIN ESTATE
R L SPALLINA & D R TESCHER PER REP
4855 TECHNOLOGY WAY STE 720
BOCA RATON FL 33431

001296

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 30-6329442. This EIN will identify your estate or trust. If you are not the applicant, please contact the individual who is handling the estate or trust for you. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1041 12/15/2013

If you have questions about the form(s) or the due dates(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, Accounting Periods and Methods.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.

(IRS USE ONLY) 575B 11-02-2012 BERN B 0244830968 SS-4

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do rot have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. This notice is issued only one time and IRS will not be able to generate a duplicate copy for you.

* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.

* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return this stub. Thank you for your cooperation.

(IRS USE ONLY) 575B 11-02-2012 BERN B 0244830968 SS-4

001296

Keep this part for your records. CP 575 B (Rev. 7-2010)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 B

0244830968

Your Telephone Number ( ) -

Best Time to Call

DATE OF THIS NOTICE: 11-02-2012
EMPLOYER IDENTIFICATION NUMBER: 30-6329442
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

SIMON L BERNSTEIN ESTATE
R L SPALLINA & D R TESCHER PER REP
4855 TECHNOLOGY WAY STE 720
BOCA RATON FL 33431

STATE OF FLORIDA

THIS DOCUMENT HAS A LIGHT BACKGROUND ON TRUE WATERMARKED PAPER. HOLD TO LIGHT TO VERIFY FLORIDA WATERMARK.

OFFICE of VITAL STATISTICS

CERTIFICATION OF DEATH

STATE FILE NUMBER: 2012256765

DATE ISSUED: September 18, 2012

STATE FILE DATE: September 17, 2012

DECEDENT INFORMATION

NAME: **SIMON LEON BERNSTEIN**

DATE OF DEATH: **September 13, 2012** SEX: **MALE** AGE: **076 YEARS**

DATE OF BIRTH: **December 2, 1935** SSN: **371-32-5211**

BIRTHPLACE: **FLINT, MICHIGAN**

PLACE WHERE DEATH OCCURRED: **INPATIENT**

FACILITY NAME OR STREET ADDRESS: **DELRAY MEDICAL CENTER**

LOCATION OF DEATH: **DELRAY BEACH, PALM BEACH COUNTY**

SURVIVING SPOUSE, DECEDENT'S RESIDENCE AND HISTORY INFORMATION

MARITAL STATUS: **WIDOWED**

SPOUSE: **NONE**

RESIDENCE: **7020 LIONS HEAD LANE, BOCA RATON, FLORIDA 33496**

COUNTY: **PALM BEACH**

OCCUPATION, INDUSTRY: **SALES, LIFE INSURANCE**

RACE: _X_White ___Black or African American ___Asian Indian ___Chinese ___Filipino ___Native Hawaiian

___American Indian or Alaskan Native--Tribe: ___Japanese ___Korean ___Vietnamese

___Guamian or Chamorro ___Samoan ___Other Pacific Isl:

___Other Asian: ___Other: ___Unknown

HISPANIC OR HAITIAN ORIGIN? **NO, NOT OF HISPANIC/HAITIAN ORIGIN**

EDUCATION: **HIGH SCHOOL GRADUATE OR GED** EVER IN U.S. ARMED FORCES? **NO**

PARENTS AND INFORMANT INFORMATION

FATHER: **THEODORE BERNSTEIN**

MOTHER: **NORA UNKNOWN**

INFORMANT: **TED STUART BERNSTEIN**

RELATIONSHIP TO DECEDENT: **SON**

INFORMANT'S ADDRESS: **880 Berkley Street, BOCA RATON, FLORIDA 33487**

PLACE OF DISPOSITION AND FUNERAL FACILITY INFORMATION

PLACE OF DISPOSITION: **THE GARDENS MEMORIAL PARK**
BOCA RATON, FLORIDA

METHOD OF DISPOSITION: **ENTOMBMENT**

FUNERAL DIRECTOR/LICENSE NUMBER: **GARRETT JACOBS, F019844**

FUNERAL FACILITY: **BOCA RATON FUNERAL HOME F040152**
19785 HAMPTON DRIVE, BOCA RATON, FLORIDA 33434

CERTIFIER INFORMATION

TYPE OF CERTIFIER: **MEDICAL EXAMINER** MEDICAL EXAMINER CASE NUMBER: **121500913**

TIME OF DEATH (24 hr): **0227**

CERTIFIER'S NAME: **MICHAEL D BELL**

CERTIFIER'S LICENSE NUMBER: **ME54359**

NAME OF ATTENDING PHYSICIAN (If other than Certifier): **NOT ENTERED**

THE ABOVE SIGNATURE CERTIFIES THAT THIS IS A TRUE COPY OF THE OFFICIAL RECORD ON FILE IN THIS OFFICE. **State Registrar**

REQ: **2013124648**

WARNING: THIS DOCUMENT IS PRINTED OR PHOTOCOPIED ON SECURITY PAPER WITH WATERMARKS OF THE GREAT SEAL OF THE STATE OF FLORIDA. DO NOT ACCEPT WITHOUT VERIFYING THE PRESENCE OF THE WATERMARKS. THE DOCUMENT FACE CONTAINS A MULTICOLORED BACKGROUND, GOLD EMBOSSED SEAL, AND THERMOCHROMIC FL. THE BACK CONTAINS SPECIAL LINES WITH TEXT.

* 2 8 3 6 6 0 6 1 *

DH FORM 1946 (04-10)

CERTIFICATION OF VITAL RECORD

FLORIDA DEPARTMENT OF HEALTH

VOID IF ALTERED OR ERASED

VOID IF ALTERED OR ERASED

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF

SIMON L. BERNSTEIN,

Deceased.

PROBATE DIVISION

File No. 502012CP004391 XXXXSB

IZ

SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CTY BRANCH-FILED

12 OCT -2 AM 9:31

LETTERS OF ADMINISTRATION

TO ALL WHOM IT MAY CONCERN

WHEREAS, Simon L. Bernstein, a resident of Palm Beach County, died on September 13, 2012, owning assets in the State of Florida, and

WHEREAS, Robert L. Spallina and Donald R. Tescher have been appointed as co-Personal Representatives of the Estate of the decedent and has performed all acts prerequisite to issuance of Letters of Administration in the estate,

NOW, THEREFORE, I, the undersigned Circuit Judge, declare Robert L. Spallina and Donald R. Tescher as duly qualified under the laws of the State of Florida to act as co-Personal Representatives of the Estate of Simon L. Bernstein, deceased, with full power to administer the estate according to law; to ask, demand, sue for, recover and receive the property of the decedent; to pay the debts of the decedent as far as the assets of the estate will permit and the law directs; and to make distribution of the estate according to law.

DONE and ORDERED in Chambers at Delray, Palm Beach County, Florida, on this 2 day of Oct, 2012.

Estate must be closed 12 months from the date of order

Circuit Judge

STATE OF FLORIDA • PALM BEACH COUNTY
I hereby certify that the foregoing is a true copy as recorded in my office and the same is in full force and effect.
THIS 2 DAY OF Oct, 2012
SHARON R. BOCK
CLERK & COMPTROLLER
By DEPUTY CLERK

Bar Form No. P-3.0420
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Text Revised October 1, 1998

TS004185

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON L. BERNSTEIN, File No. 502012CP004391 XXXXSB

IZ

Deceased.

SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CITY BRANCH-FILED
12 OCT -2 AM 9:31

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Circuit Judge

STATE OF FLORIDA • PALM BEACH COUNTY
I hereby certify that the foregoing is a true copy as recorded in my office and the same is in full force and effect.
THIS 2 DAY OF Oct, 2012
SHARON R. BOCK
CLERK & COMPTROLLER
By DEPUTY CLERK

Bar Form No. P-3.0420
© Florida Lawyers Support Services, Inc.
Text Revised October 1, 1998

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF

SIMON L. BERNSTEIN,

Deceased.

PROBATE DIVISION

File No. 502012CP004391 XXXXSB

IZ

SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CTY BRANCH-FILED

12 OCT -2 AM 9:31

LETTERS OF ADMINISTRATION

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DONE and ORDERED in Chambers at Delray, Palm Beach County, Florida, on this 2 day of Oct, 2012.

Estate must be closed 12 months from the date of order

Circuit Judge

STATE OF FLORIDA • PALM BEACH COUNTY
I hereby certify that the foregoing is a true copy as recorded in my office and the same is in full force and effect.
THIS 2 DAY OF Oct, 20 12
SHARON R. BOCK
CLERK & COMPTROLLER
By DEPUTY CLERK

Bar Form No. P-3.0420
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Text Revised October 1, 1998

TS004187

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON L. BERNSTEIN, File No. 502012CP004391 XXXXSB

IZ

Deceased.

2012 OCT -2 AM 9:31
SHARON R. BOCK CLERK
PALM BEACH COUNTY FL
SOUTH CITY BRANCH-FILED

LETTERS OF ADMINISTRATION

TO ALL WHOM IT MAY CONCERN

WHEREAS, Simon L. Bernstein, a resident of Palm Beach County, died on September 13, 2012, owning assets in the State of Florida, and

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DONE and ORDERED in Chambers at Delray, Palm Beach County, Florida, on this 2 day of Oct, 2012.

Estate must be closed 12 months from the date of order

Circuit Judge

STATE OF FLORIDA - PALM BEACH COUNTY
I hereby certify that the foregoing is a true copy as recorded in my office and the same is in full force and effect.
THIS 2 DAY OF Oct, 2012
SHARON R. BOCK
CLERK & COMPTROLLER
By DEPUTY CLERK

Bar Form No. P-3.0420
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Text Revised October 1, 1998

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON L. BERNSTEIN, File No. _____

Deceased.

LETTERS OF ADMINISTRATION

TO ALL WHOM IT MAY CONCERN

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DONE and ORDERED in Chambers at Delray, Palm Beach County, Florida, on this ____ day of _____, 2012.

Estate must be closed 12 months from the date of order

_____
Circuit Judge

Bar Form No. P-3.0420
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Text Revised October 1, 1998

MEMORY TRANSMISSION REPORT

TIME : OCT-09-2012 11:56AM
TEL NUMBER : +5619977308
NAME : TESCHER & SPALLINA

FILE NUMBER : 280

DATE : OCT-09 11:55AM

TO : 15618202077

DOCUMENT PAGES : 003

START TIME : OCT-09 11:55AM

END TIME : OCT-09 11:56AM

SENT PAGES : 003

STATUS : OK

FILE NUMBER : 280 *** SUCCESSFUL TX NOTICE ***

TESCHER & SPALLINA, P.A.
ATTORNEYS-AT-LAW

DONALD R. TESCHER
ROBERT L. SPALLINA
LAUREN GALVANI

DIANE DUSTIN
LEGAL ASSISTANT

KIMBERLY MORAN
LEGAL ASSISTANT

BOCA VILLAGE CORPORATE CENTER
4855 TECHNOLOGY WAY SUITE 720
BOCA RATON, FL 33431

TEL: 561-997-7008
FAX: 561-997-7308
WWW.TESCHERSPALLINA.COM

FAX TRANSMITTAL

TO: PALM BEACH COUNTY DAILY BUSINESS REVIEW

FROM: ROBERT L. SPALLINA, ESQUIRE (Kimberly)

DATE: October 9, 2012

PAGE (including cover): 3

FAX NO.: 561-820-2077

TEL NO.: 561-820-2060

ORIGINAL

☒ will not follow or will follow via: ☐ regular mail ☐ overnight delivery ☐ hand delivery

COMMENTS/SPECIAL INSTRUCTIONS:

Attached for publication are Notice of Administration and Notice to Creditors for the Estate of Simon L. Bernstein. Please invoice the account of Tescher & Spallina, P.A., 4855 Technology Way, Ste. 720, Boca Raton, Florida 33431.

Should you have any questions, please contact Kimberly at 561-997-7008.

The information contained in this facsimile message is legally privileged and confidential information intended only for the use of the individual or entity named above. **IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION, OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED.** If you have received this communication in error, please immediately notify us by telephone at (888) 997-7008.

TESCHER & SPALLINA, P.A.

ATTORNEYS-AT-LAW

DONALD R. TESCHER
ROBERT L. SPALLINA
LAUREN GALVANI

DIANE DUSTIN
LEGAL ASSISTANT

KIMBERLY MORAN
LEGAL ASSISTANT

BOCA VILLAGE CORPORATE CENTER
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Case: 1:13-cv-03643 Document #: 258-5 Filed: 08/27/16 Page 159 of 1100 PageID #:8499

A05095

Mail Lien Satisfaction to: Dept of Highway Safety and Motor Vehicles, Neil Kirkman Building, Tallahassee, FL 32399-0500

STATE OF FLORIDA

LIEN SATISFACTION

Identification Number	Year	Make	Body	WT-L-BHP	Vessel Regis. No.	Title Number
KNDJT2A50D7497193	2013	KIA	4D	2560		109695632

Registered Owner:

Date of Issue 08/30/2012

SIMON L BERNSTEIN
7020 LIONS HEAD LN
BOCA RATON FL 33496-5931

Lien Release
Interest in the described vehicle is hereby released
By_____
Title_____
Date_____

IMPORTANT INFORMATION

1. When ownership of the vehicle described herein is transferred, the seller MUST complete in full the Transfer of Title by Seller section at the bottom of the certificate of title.
2. Upon sale of this vehicle, the seller must complete the notice of sale on the reverse side of this form.
3. Remove your license plate from the vehicle.
4. See the web address below for more information and the appropriate forms required for the purchaser to title and register the vehicle, mobile home or vessel: http://www.hsmv.state.fl.us/html/titlinf.html

Mail To:

SIMON L BERNSTEIN
7020 LIONS HEAD LN
BOCA RATON FL 33496-5931

CERTIFICATE OF TITLE

Identification Number	Year	Make	Body	WT-L-BHP	Vessel Regis. No.	Title Number
KNDJT2A50D7497193	2013	KIA	4D	2560		109695632

Prev State	Color	Primary Brand	Secondary Brand	No of Brands	Use	Prev Issue Date
N	SIL/SIL				PRIVATE	

Odometer Status or Vessel Manufacturer or OH use	Hull Material	Prop	Date of Issue
325 MILES 08/24/2012 ACTUAL			08/30/2012

Lien Release
Interest in the described vehicle is hereby released
By_____
Title_____
Date_____

Registered Owner

SIMON L BERNSTEIN
7020 LIONS HEAD LN
BOCA RATON FL 33496-5931

1st Lienholder

NONE

DIVISION OF MOTORIST SERVICES TALLAHASSEE FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

Clayton B. Walden
Clayton Boyd Walden
Director

Control Number 108063188

Julie Jones
Julie L. Jones
Executive Director

TRANSFER OF TITLE BY SELLER (This section must be completed at the time of sale.)

Federal and/or state law require that the seller state the milege, purchaser's name, selling price and date sold in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

This title is warranted to be free from any liens except as noted on the face of the certificate and the motor vehicle or vessel described is hereby transferred to:

Seller Must Enter Purchaser's Name:_____ Address:_____

Seller Must Enter Selling Price:_____ Seller Must Enter Date Sold:_____

I/We state that this ☐ 5 or ☐ 6 digit odometer now reads |_|_|_|_|_|_| X | (no tenths) miles, date read_____ and I hereby certify that to the best of my knowledge the odometer reading:

☐ 1. reflects ACTUAL MILEAGE. ☐ 2. is IN EXCESS OF ITS MECHANICAL LIMITS. ☐ 3. is NOT THE ACTUAL MILEAGE.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

SELLER Must Sign Here:_____ CO-SELLER Must Sign Here:_____

Print Here:_____ Print Here:_____

Selling Dealer's License Number:_____ Tax No.:_____ Tax Collected:_____

Auction Name_____ License Number:_____

PURCHASER Must Sign Here:_____ CO-PURCHASER Must Sign Here:_____

Print Here:_____ Print Here:_____

NOTICE: PENALTY IS REQUIRED BY LAW IF NOT SUBMITTED FOR TRANSFER WITHIN 30 DAYS AFTER DATE OF PURCHASE

VOID IF ALTERED

VOID IF ALTERED

HSMV 82250 (REV. 04-08) STATE OF FLORIDA TS004192

IN THE CIRCUIT COURT FOR
PALM BEACH COUNTY, FLORIDA

PROBATE DIVISION
FILE NO.: 502012CP004391XXXXSB IY
DIVISION: COLIN

IN RE: ESTATE OF

SIMON BERNSTEIN

Deceased.
_____/

NOTICE OF HEARING
(Motion Calendar)

PLEASE TAKE NOTICE that the matter, as stated below, in the above-styled case, will be heard at the South County Courthouse, 200 West Atlantic Avenue, Court Room 8, Delray Beach, Florida 33444, as follows:

MOTION/MATTER: Motion to Withdraw as Counsel of Record

FILED BY: Mark R. Manceri, Esq.

DATE AND TIME: January 23, 2014 @ 8:45 a.m.

JUDGE: HONORABLE MARTIN H. COLIN

YOU WILL PLEASE GOVERN YOURSELVES ACCORDINGLY.

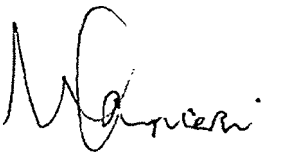
MARK R. MANCERI, P.A.
2929 East Commercial Blvd., Suite 702
Ft. Lauderdale, FL 33308
Telephone: (954) 491-7099
E-mail: mrmlaw@comcast.net
mrmlaw1@gmail.com

By: _____
Mark R. Manceri, Esq.
Florida Bar No. 444560

CASE NO.: 52012CP004391XXXXSB IY

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by e-mail to the designated address(es) and U.S. mail, as noted, to all parties on the following Service List, this 13th day of January, 2014.



Mark R. Manceri, Esq.

MARK R. MANCERI, P.A.• 2929 East Commercial Blvd.• Suite 702 • Fort Lauderdale, FL 33308 • (954) 491-7099

CASE NO.: 52012CP004391XXXXSB IY

SERVICE LIST

Peter M. Feaman, Esq. (e-mail)
Peter M. Feaman, P.A.
3615 West Boynton Beach Blvd.
Boynton Beach, Florida 33436

Eliot Bernstein (U.S. mail)
2753 NW 34th Street
Boca Raton, Florida 33434

Theodore Stuart Bernstein (e-mail)
Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, Florida 33487

Lisa Sue Friedstein (U.S. mail)
2142 Churchill Lane
Highland Park, IL 60035

Pamela Beth Simon (U.S. mail)
950 North Michigan Avenue, Suite 2603
Chicago, IL 60611

Jill Iantoni (U.S. mail)
2101 Magnolia Lane
Highland Park, IL 60035

Donald R. Tescher, Co-Personal Representative (e-mail)
4855 Technology Way, Suite 720
Boca Raton, Florida 33431

Robert L. Spallina, Co-Personal Representative (e-mail)
4855 Technology Way, Suite 720
Boca Raton, Florida 33431

Kimberly Moran

From: Kimberly Moran

Sent: Wednesday, January 22, 2014 1:24 PM

To: 'tbernstein@lifeinsuranceconcepts.com'; 'ARose@pm-law.com'; 'mrmlaw@comcast.net'; 'jilliantoni@gmail.com'; 'lisa.friedstein@gmail.com'; 'psimon@stpcorp.com'; 'iviewit@iviewit.tv'; Donald Tescher

Cc: Robert Spallina

Subject: RE: SERVICE OF COURT DOCUMENT - CASE NO.: 502012CP004391XXXXSB

Court Identity:	IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA
Case No.	50 2012 CP 004391 XXXX SB
Initial Parties:	IN RE: ESTATE OF SIMON L. BERNSTEIN
Document Being Served:	CONSENT AND JOINDER TO MOTION TO WITHDRAW AS COUNSEL OF RECORD
Sender's Name	ROBERT L. SPALLINA, ESQ.
Sender's Firm	TESCHER & SPALLINA, P.A.
Sender's Phone Number:	561-997-7008

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SIMON L. BERNSTEIN,

Deceased.

_____/

ELIOT IVAN BERNSTEIN, PRO SE

Petitioner

vs.

TESCHER & SPALLINA, P.A., (and all parties, associates and of counsel); ROBERT L. SPALLINA (both personally and professionally); DONALD R. TESCHER (both personally and professionally); THEODORE STUART BERNSTEIN (as alleged personal representative, trustee, successor trustee) (both personally and professionally); et. al.

Respondents.

_____/

PROBATE DIVISION

CASE NO. 502012CP004391XXXXSB

DIVISION: IY (COLIN)

CONSENT AND JOINDER
TO MOTION TO WITHDRAW AS COUNSEL OF RECORD

I, ROBERT L. SPALLINA, ESQ., as co-personal representative of the above-referenced estate, as counsel for the co-personal representative, Donald R. Tescher, and as a respondent, both personally and professionally, hereby consent to and join in the Motion to Withdraw as Counsel of Record filed by Mark R. Manceri, Esq. and Mark. R. Manceri, P.A., on January 10, 2014, which motion has been set for hearing on January 23, 2014, at 8:45 a.m.

DATED this 22 day of January, 2014.

TESCHER & SPALLINA, P.A.

By: _____
ROBERT L. SPALLINA, ESQUIRE
Florida Bar No. 497381
4855 Technology Way, St. 720
Boca Raton, FL 33431
Telephone: 561-997-7008
rspallina@tescherspallina.com
kmoran@tescherspallina.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by e-mail to the designated address(es) and U.S. Mail, as noted, to all parties on the following Service List, this 27 day of January, 2014.

Robert L. Spallina, Esq.

SERVICE LIST

Theodore Stuart Bernstein (e-mail)
Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, Florida 33487

Alan B. Rose, Esq. (E-mail)
Page Mrachek Fitzgerald Rose Konopka & Dow PA
505 S Flagler Dr Ste 600
West Palm Beach, Florida 33401

Eliot Bernstein (U.S. Mail)
2753 NW 34th Street
Boca Raton, Florida 33434

Lisa Sue Friedstein (U.S. Mail)
2142 Churchill Lane
Highland Park, Illinois 60035

Pamela Beth Simon (U.S. Mail)
950 North Michigan Avenue, Suite 2603
Chicago, Illinois 60611

Jill Iantoni (U.S. Mail)
2101 Magnolia Lane
Highland Park, Illinois 60035

Donald R. Tescher (E-mail)
4855 Technology Way, Suite 720
Boca Raton, Florida 33431

Mark R. Manceri, Esq. (E-mail)
Mark. R. Manceri, P.A.
2929 East Commercial Boulevard, Ste. 702
Fort Lauderdale, Florida 33308

Kimberly Moran

From: eservice@myflcourtaccess.com
Sent: Wednesday, January 22, 2014 12:46 PM
Subject: SERVICE OF COURT DOCUMENT - CASE NUMBER 502012CP004391XXXXSB

This is an automatic e-mail message generated by the ePortal system.
Please DO NOT RESPOND to this e-mail as the mail box is unattended.

Notice of Electronic Filing

The following transaction was entered on 01/22/2014 12:45:28 PM ET.

Court:	Fifteenth Judicial Circuit in and for Palm Beach County, Fl
Case #:	502012CP004391XXXXSB
Case Style:	IN RE: Estate of Not Available
Document Title:	Motion
Filer:	Robert L. Spallina 561-997-7008

Notice has been electronically mailed to:

Name	Primary Email	Alternate Email 1
Mark R Manceri	mrmlaw@comcast.net	mrmlaw1@gmail.co
Robert L. Spallina	rspallina@tescherspallina.com	kmoran@tescherspa.com

Notice is not sent to:

Name	Primary Email	Alternate Email 1
Peter M. Feaman, Esq.	service@feamanlaw.com	mkoskey@feamanlam

SHARON R. BOCK
Clerk & Comptroller, Palm Beach County

My Trial Court Filings | Sign Out
Existing Case | New Case
My Appellate Court Filings | E-Filing Map

Account | Filing Options

Welcome - Robert L. Spallina
Last signed in on - 01/07/2014 02:38:09 PM

News & Information

e-Issuance for Domestic Relations now available. Read More ...

For E-Filing info & resources visit: http://www.mypalmbeachclerk.com/efiling

- Administrative Order 2.312 Electronic Filing of Documents Read More ...

Filing Received Confirmation

1 document is successfully submitted for filing to Trial Court for Palm Beach County, Florida Probate Division
Uniform Case # you have provided is 502012CP004391XXXXSB
Clerk Case # you have provided is 2012CP004391
Reference # for this filing is 9416358

Important: If you should contact the court about any document in this filing, please provide this Filing # to help us locate this filing.

You may want to print this page for your records. Print

Recent Filings

Refresh

Filing #	UCN	Clerk Case #	Status	County	Division	Submission Date	Completion Date/Remarks
9416358	502012CP004391XXXXSB	2012CP004391	Received	Palm Beach	Probate	01/22/2014 12:45:28 PM	
9416201	502011CP000653XXXXSB	2011CP000653	Pending Filing	Palm Beach	Probate	01/22/2014 12:42:54 PM	
9414158	502012CA013933XXXXMB	2012CA013933	Validating Filing	Palm Beach	Circuit Civil	01/22/2014 12:12:25 PM	

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON BERNSTEIN File No. 502012CP004391IZXXXXSB

Deceased.

AMENDED INVENTORY

The undersigned co-personal representatives of the estate of SIMON BERNSTEIN, deceased, who died on September 13, 2012, and whose social security number is XXX-XX-5211, submits this Amended Inventory of all the property of the estate, that has come into the hands, possession, control, or knowledge of these personal representatives:

REAL ESTATE IN FLORIDA – Exempt (Protected) Homestead:

Description
NONE

REAL ESTATE IN FLORIDA – Non-Exempt Homestead:

Description	Estimated Fair Market Value
NONE	

(Whether homestead property is exempt from the claims of creditors, whether it is properly devised and whether it is a probate asset may have to be determined by appropriate proceedings.)

OTHER REAL ESTATE IN FLORIDA:

Description	Estimated Fair Market Value
NONE	$
Total Real Estate in Florida – Except Exempt (Protected) Homestead	$

Bar Form No. P-3.0100
© Florida Lawyers Support Services, Inc.
Reviewed October 1, 1998

Estate of Simon Bernstein
File No. 502012CP004391IZXXXX SB
AMENDED INVENTORY

PERSONAL PROPERTY WHEREVER LOCATED:

Description	Estimated Fair Market Value
Legacy Bank of Florida - Acct. Ending 2587	$384.25
Wells Fargo - Acct. Ending 1945	1,599.49
Sabadell Bank - Acct. Ending 9414	15,153.18
JP Morgan (4788015220)	77,491.27
JP Morgan (W32585007)	519,266.37
LIC Holdings, Inc. (33% ownership)	UNDETERMINED
Furniture, furnishings, household goods and personal effects	51,135.00
Jewelry	63,205.00
US Life Proceeds	50,800.08
Monarch Life Proceeds	4,000.00
Cincinnati Life Proceeds	7,685.00
Promissory Note from Bernstein Family Realty, LLC (not including accrued interest)	365,000.00

TOTAL OF ALL PERSONAL PROPERTY AND FLORIDA REAL ESTATE $ 1,155,719.40

All real estate located outside the State of Florida owned by the decedent of which the personal representative is aware, if any, is described on a schedule attached hereto. [If none, so indicate]

NONE

NOTICE: Each residuary beneficiary in a testate estate or heir in an intestate estate has the right to request a written explanation of how the inventory value of any asset was determined, including whether the personal representative obtained an independent appraisal for that asset and from whom the appraisal was obtained. Any other beneficiary may request this information regarding all assets distributed to or proposed to be distributed to that beneficiary.

Bar Form No. P-3.0100
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Reviewed October 1, 1998

Estate of Simon Bernstein
File No. 502012CP004391IZXXXX SB
AMENDED INVENTORY

Under penalties of perjury, I declare that I have read the foregoing, and the facts alleged are true to the best of my knowledge and belief.

Signed on this 24th day of Dec, 2013.

ROBERT L. SPALLINA, Esq.
Attorney for Personal Representative
Florida Bar No. 497381
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Telephone: (561) 997-7008
Primary: rspallina@tescherspallina.com
Secondary: kmoran@tescherspallina.com

ROBERT L. SPALLINA, Co-Personal Representative

DONALD R. TESCHER, Co-Personal Representative

Bar Form No. P-3.0100
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Reviewed October 1, 1998

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

PROBATE DIVISION

CASE NO: 502011CP000653XXXXSB

/

ELIOT IVAN BERNSTEIN, PRO SE

Petitioner

DIVISION: COLIN

vs.

TESCHER & SPALLINA, P.A., (and all parties associates and of counsel); ROBERT L. SPALLINA (both personally & professionally); DONALD R. TESCHER (both personally & professionally); THEODORE STUART BERNSTEIN (as alleged personal representative, trustee, successor trustee) (both personally and professionally); and JOHN and JANE DOE'S (1-5000),

Respondents.

/

ORDER ON STATUS CONFERENCE

THIS CAUSE came before the Court on January 2, 2014, on the Status Conference set pursuant to the instructions of the Court and the Court having reviewed the file and heard the argument(s) of the interested persons or their counsel and being otherwise fully advised in the premises, it is hereupon, ORDERED AND ADJUDGED, as follows:

1. The Motion to Transfer the Estate of Simon Bernstein currently pending before Judge French to Judge Colin is granted.
2. The Estate of Simon Bernstein shall remain

CASE NO: 502011CP000653XXXXSB

It's separate Case number and the Estate of Shirley Bernstein shall retain it's separate Case number.

3. All future pleadings or papers in both Estates shall be filed in Judge Colin's Division who shall have exclusive jurisdiction over both Estates from the date of this Order.

DONE AND ORDERED in Chambers, at Delray Beach, Palm Beach County, Florida, this 2 day of January, 2014.

HONORABLE MARTIN H. COLIN
CIRCUIT COURT JUDGE

Copies furnished to:
Mark R. Manceri, Esq.
Peter Feaman, Esq.
Eliot Ivan Bernstein
All Interested Persons

7010 1870 0001 8551 2040

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Certified Fee	
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Restricted Delivery Fee (Endorsement Required)	
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Bernstein Amended Inventory

Sent To: Lisa S. Friedstein
Street, Apt. No.; or PO Box No.: 2142 Churchill Lane
City, State, ZIP+4: Highland Park IL 60035

PS Form 3800, August 2006 See Reverse for Instructions

7010 1870 0001 8551 2033

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Postage	$
Certified Fee	
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Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$

Mailed 12/27/13 Postmark Here

Bernstein Amended Inventory

Sent To: Alexandra Bernstein
Street, Apt. No.; or PO Box No.: 3000 Washington Blvd Apt 424
City, State, ZIP+4: Arlington VA 22201

PS Form 3800, August 2006 See Reverse for Instructions

7010 1870 0001 8551 2064

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Postage	$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$

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Bernstein Amended Inventory

Sent To: Eliot Bernstein
Street, Apt. No.; or PO Box No.: 2753 NW 34th Street
City, State, ZIP+4: Boca Raton FL 33434

PS Form 3800, August 2006 See Reverse for Instructions

7010 1870 0001 8551 2057

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Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$

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Bernstein Amended Inventory

Sent To: Jill Iantoni
Street, Apt. No.; or PO Box No.: 2101 Magnolia Lane
City, State, ZIP+4: Highland Park IL 60035

PS Form 3800, August 2006 See Reverse for Instructions

7010 1870 0001 8551 2088

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Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$

Mailed 12/27/13 Postmark Here

Bernstein Amended Inventory

Sent To: Ted S. Bernstein
Street, Apt. No.; or PO Box No.: 880 Berkely Street
City, State, ZIP+4: Boca Raton FL 33487

PS Form 3800, August 2006 See Reverse for Instructions

7010 1870 0001 8551 2071

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
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OFFICIAL USE

Postage	$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$

Mailed 12/27/13 Postmark Here

Bernstein Amended Inventory

Sent To: Pamela Simon
Street, Apt. No.; or PO Box No.: 950 North Michigan Ave #2003
City, State, ZIP+4: Chicago IL 606002

PS Form 3800, August 2006 See Reverse for Instructions

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Lisa S. Friedstein
2142 Churchill Lane
Highland Park IL 60035

Simon Bernstein Amended Inventory

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) LISA FRIEDSTEIN C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number
(Transfer from service label) 7010 1870 0001 8551 2040

PS Form 3811 February 2004 Domestic Return Receipt 102595-02-M-1540

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Pamela Simon
950 North Michigan Avenue
Suite 2603
Chicago, IL 606006

Simon Bernstein Amended Inventory

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Pamela Beals ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number
(Transfer from service label) 7010 1870 0001 8551 2071

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Jill Iantoni
2101 Magnolia Lane
Highland Park IL 60035

Simon Bernstein Amended Inventory

2. Article Number
(Transfer from service label) 7010 1870 0001 8551 2057

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* [illegible] C. Date of Delivery 7.2.14

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

PS Form 3811 February 2004 Domestic Return Receipt 102595-02-M-1540

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Alexandra Bernstein
3000 Washington Blvd.
Apt. 424
Arlington, VA 22201

Simon Bernstein Amended Inventory

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) Ira Hauer

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number
(Transfer from service la 7010 1870 0001 8551 2033

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Eliot Bernstein
2753 NW 34th Street
Boca Raton FL 33434

Simon Bernstein Amended Inventory

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☑ Agent ☐ Addressee

B. Received by *(Printed Name)* C Bernstein

C. Date of Delivery 12/30/13

D. Is delivery address different from item 1? ☑ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number *(Transfer from service label)* 7010 1870 0001 8551 2064

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON BERNSTEIN File No. 502012CP004391IZXXXXSB

Deceased.

AMENDED INVENTORY

The undersigned co-personal representatives of the estate of SIMON BERNSTEIN, deceased, who died on September 13, 2012, and whose social security number is XXX-XX-5211, submits this Amended Inventory of all the property of the estate, that has come into the hands, possession, control, or knowledge of these personal representatives:

REAL ESTATE IN FLORIDA – Exempt (Protected) Homestead:

Description
NONE

REAL ESTATE IN FLORIDA – Non-Exempt Homestead:

Description	Estimated Fair Market Value
NONE	

(Whether homestead property is exempt from the claims of creditors, whether it is properly devised and whether it is a probate asset may have to be determined by appropriate proceedings.)

OTHER REAL ESTATE IN FLORIDA:

Description	Estimated Fair Market Value
NONE	$
Total Real Estate in Florida – Except Exempt (Protected) Homestead	$

Bar Form No. P-3.0100
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Reviewed October 1, 1998

Estate of Simon Bernstein
File No. 502012CP004391IZXXXX SB
AMENDED INVENTORY

PERSONAL PROPERTY WHEREVER LOCATED:

Description	Estimated Fair Market Value
Legacy Bank of Florida - Acct. Ending 2587	$384.25
Wells Fargo - Acct. Ending 1945	1,599.49
Sabadell Bank - Acct. Ending 9414	15,153.18
JP Morgan (4788015220)	77,491.27
JP Morgan (W32585007)	519,266.37
LIC Holdings, Inc. (33% ownership)	UNDETERMINED
Furniture, furnishings, household goods and personal effects	51,135.00
Jewelry	63,205.00
US Life Proceeds	50,800.08
Monarch Life Proceeds	4,000.00
Cincinnati Life Proceeds	7,685.00
Promissory Note from Bernstein Family Realty, LLC (not including accrued interest)	365,000.00

TOTAL OF ALL PERSONAL PROPERTY AND FLORIDA REAL ESTATE $ 1,155,719.40

All real estate located outside the State of Florida owned by the decedent of which the personal representative is aware, if any, is described on a schedule attached hereto. [If none, so indicate]

NONE

NOTICE: Each residuary beneficiary in a testate estate or heir in an intestate estate has the right to request a written explanation of how the inventory value of any asset was determined, including whether the personal representative obtained an independent appraisal for that asset and from whom the appraisal was obtained. Any other beneficiary may request this information regarding all assets distributed to or proposed to be distributed to that beneficiary.

Bar Form No. P-3.0100
© Florida Lawyers Support Services, Inc
Reviewed October 1, 1998

Estate of Simon Bernstein
File No. 502012CP004391IZXXXX SB
AMENDED INVENTORY

Under penalties of perjury, I declare that I have read the foregoing, and the facts alleged are true to the best of my knowledge and belief.

Signed on this 27th day of Dec, 2013.

ROBERT L. SPALLINA, Esq.
Attorney for Personal Representative
Florida Bar No. 497381
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Telephone: (561) 997-7008
Primary: rspallina@tescherspallina.com
Secondary: kmoran@tescherspallina.com

ROBERT L. SPALLINA, Co-Personal Representative

DONALD R. TESCHER, Co-Personal Representative

Bar Form No. P-3 0100
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Kimberly Moran

From: noreply@myflcourtaccess.com
Sent: Friday, December 27, 2013 9:59 AM
Subject: Filing Received

Dear Robert L. Spallina:

This email verifies the receipt of 1 document submitted by you to Palm Beach Probat

UCN:	502012CP004391XXXXSB
Clerk Case #:	2012CP004391
Case Style:	IN RE: Estate of Not Available
Document Title:	Inventory - Estate
Matter #:	
Total Filing Fees:	$0.00
Statutory Convenience Fee:	$0.00
Total Paid:	$0.00
Paid By:	No Payment Required
MyFloridaCounty Receipt #:	

The E-Portal reference number of this filing is: 8620917. Please reference this

We will notify you when processing is complete.

This is a non-monitored email. Do not reply directly to it. If you have any questions
Probate division.

Thank you,
The Florida Courts E-Filing Portal

LAW OFFICES
TESCHER & SPALLIN
BOCA VILLAGE CORPORATE CENTER I
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FLORIDA 33431

CERTIFIED MAIL

7010 1870 0001 8551 2033

06.11 PB8678131 DEC 27 13 BOCA RATON FL 33431

Alexandra Bernstein
3000 Washington Blvd.
Apt. 424
Arlington, VA 22201

LAW OFFICES
TESCHER & SPALLIN
BOCA VILLAGE CORPORATE CENTER I
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FLORIDA 33431

CERTIFIED MAIL

7010 1870 0001 8551 2040

06.11 PB8678131 DEC 27 13 BOCA RATON FL 33431

Lisa S. Friedstein
2142 Churchill Lane
Highland Park, IL 60035

LAW OFFICES
TESCHER & SPALLIN
BOCA VILLAGE CORPORATE CENTER I
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FLORIDA 33431

CERTIFIED MAIL

7010 1870 0001 8551 2057

06.11 PB8678131 DEC 27 13 BOCA RATON FL 33431

Jill Iantoni
2101 Magnolia Lane
Highland Park, IL 60035

LAW OFFICES
TESCHER & SPALLIN
BOCA VILLAGE CORPORATE CENTER I
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FLORIDA 33431

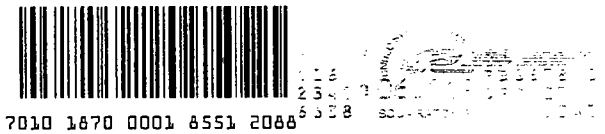
CERTIFIED MAIL

7010 1870 0001 8551 2064

06.11 PB8678131 DEC 27 13 BOCA RATON FL 33431

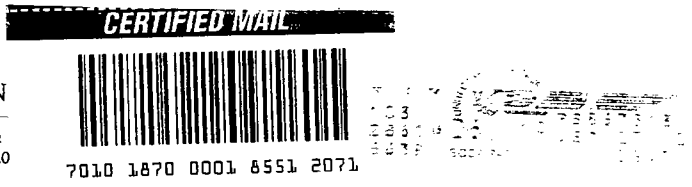
Eliot Bernstein
2753 NW 34th Street
Boca Raton, FL 33434

LAW OFFICES
TESCHER & SPALLINA
BOCA VILLAGE CORPORATE CENTER I
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FLORIDA 33431



Ted S. Bernstein
880 Berkeley Street
Boca Raton, FL 33487

LAW OFFICES
TESCHER & SPALLIN
BOCA VILLAGE CORPORATE CENTER
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FLORIDA 33431



Pamela B. Simon
950 North Michigan Avenue
Suite 2603
Chicago, IL 60606

Electronically Filed 06/11/2013 03:50:56 PM ET

*** FILED: PALM BEACH COUNTY, FL SHARON BOCK, CLERK ***

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON BERNSTEIN File No. 502012CP004391IZXXXXSB

Deceased.

INVENTORY

The undersigned co-personal representatives of the estate of SIMON BERNSTEIN, deceased, who died on September 13, 2012, and whose social security number is XXX-XX-5211, submits this inventory of all the property of the estate, that has come into the hands, possession, control, or knowledge of these personal representatives:

REAL ESTATE IN FLORIDA – Exempt (Protected) Homestead:

Description
NONE

REAL ESTATE IN FLORIDA – Non-Exempt Homestead:

Description	Estimated Fair Market Value
NONE	

(Whether homestead property is exempt from the claims of creditors, whether it is properly devised and whether it is a probate asset may have to be determined by appropriate proceedings.)

OTHER REAL ESTATE IN FLORIDA:

Description	Estimated Fair Market Value
NONE	$
Total Real Estate in Florida – Except Exempt (Protected) Homestead	$

Bar Form No. P-5.0100
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Reviewed October 1, 1998

Estate of Simon Bernstein
File No. 502012CP004391IZXXXX SB
INVENTORY

PERSONAL PROPERTY WHEREVER LOCATED:

Description	Estimated Fair Market Value
Legacy Bank of Florida - Acct. Ending 2587	$384.25
Wells Fargo - Acct. Ending 1945	1,599.49
Sabadell Bank - Acct. Ending 9414	15,153.18
LIC Holdings, Inc. (33% ownership)	UNDETERMINED
Furniture, furnishings, household goods and personal effects	51,135.00
Jewelry	$ 63,205.00

TOTAL OF ALL PERSONAL PROPERTY AND FLORIDA REAL ESTATE$ $ 131,476.92

All real estate located outside the State of Florida owned by the decedent of which the personal representative is aware, if any, is described on a schedule attached hereto. [If none, so indicate]

NONE

NOTICE: Each residuary beneficiary in a testate estate or heir in an intestate estate has the right to request a written explanation of how the inventory value of any asset was determined, including whether the personal representative obtained an independent appraisal for that asset and from whom the appraisal was obtained. Any other beneficiary may request this information regarding all assets distributed to or proposed to be distributed to that beneficiary.

Addt'l Ins Assets

US Life Proceeds - 50,800.00
JP Morgan Ins. - 67,942.00
Monarch Life Proceeds - 4,000.00
Cincinnati Life Proceeds - 7,665.00
Bernstein Family Realty, LLC - 365,000.00

↑ Promissory Note

Estate of Simon Bernstein
File No. 502012CP004391IZXXXX SB
INVENTORY

Under penalties of perjury, I declare that I have read the foregoing, and the facts alleged are true to the best of my knowledge and belief.

Signed on this 11 day of June, 2013.

ROBERT L. SPALLINA, Esq.
Attorney for Personal Representative
Florida Bar No. 497381
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Telephone: (561) 997-7008
Primary: rspallina@tescherspallina.com
Secondary: kmoran@tescherspallina.com

ROBERT L. SPALLINA, Co-Personal Representative

DONALD R. TESCHER, Co-Personal Representative

Estate of Simon Bernstein
File No. 502012CP004391IZXXXX SB
AMENDED INVENTORY

PERSONAL PROPERTY WHEREVER LOCATED:

Description	Estimated Fair Market Value
Legacy Bank of Florida - Acct. Ending 2587	$384.25
Wells Fargo - Acct. Ending 1945	1,599.49
Sabadell Bank - Acct. Ending 9414	15,153.18
JP Morgan (4788015220)	77,491.00
JP Morgan (W32585007)	519,266.37
LIC Holdings, Inc. (33% ownership)	UNDETERMINED
Furniture, furnishings, household goods and personal effects	51,135.00
Jewelry	63,205.00
US Life Proceeds	50,800.08
Monarch Life Proceeds	4,000.00
Cincinnati Life Proceeds	7,685.00
Promissory Note from Bernstein Family Realty, LLC (not including accrued interest)	365,000.00

TOTAL OF ALL PERSONAL PROPERTY AND FLORIDA REAL ESTATE $ 1,155,719.40

All real estate located outside the State of Florida owned by the decedent of which the personal representative is aware, if any, is described on a schedule attached hereto. [If none, so indicate]

NONE

NOTICE: Each residuary beneficiary in a testate estate or heir in an intestate estate has the right to request a written explanation of how the inventory value of any asset was determined, including whether the personal representative obtained an independent appraisal for that asset and from whom the appraisal was obtained. Any other beneficiary may request this information regarding all assets distributed to or proposed to be distributed to that beneficiary.

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Reviewed October 1, 1998

Estate of Simon Bernstein
File No. 502012CP004391IZXXXX SB
AMENDED INVENTORY

PERSONAL PROPERTY WHEREVER LOCATED:

Description	Estimated Fair Market Value
Legacy Bank of Florida - Acct. Ending 2587	$384.25
Wells Fargo - Acct. Ending 1945	1,599.49
Sabadell Bank - Acct. Ending 9414	15,153.18
JP Morgan (4788015220)	67,402.08
JP Morgan (W32585007)	519,266.37
LIC Holdings, Inc. (33% ownership)	UNDETERMINED
Furniture, furnishings, household goods and personal effects	51,135.00
Jewelry	63,205.00
US Life Proceeds	50,800.08
Monarch Life Proceeds	4,000.00
Cincinnati Life Proceeds	7,685.00
Promissory Note from Bernstein Family Realty, LLC (not including accrued interest)	365,000.00

TOTAL OF ALL PERSONAL PROPERTY AND FLORIDA REAL ESTATE $ 1,145,630.40

All real estate located outside the State of Florida owned by the decedent of which the personal representative is aware, if any, is described on a schedule attached hereto. [If none, so indicate]

NONE

NOTICE: Each residuary beneficiary in a testate estate or heir in an intestate estate has the right to request a written explanation of how the inventory value of any asset was determined, including whether the personal representative obtained an independent appraisal for that asset and from whom the appraisal was obtained. Any other beneficiary may request this information regarding all assets distributed to or proposed to be distributed to that beneficiary.

Bar Form No. P-3.0100
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Reviewed October 1, 1998

Estate of Simon Bernstein
File No. 502012CP004391IZXXXX SB
AMENDED INVENTORY

PERSONAL PROPERTY WHEREVER LOCATED:

Description	Estimated Fair Market Value
Legacy Bank of Florida - Acct. Ending 2587	~~$384.25~~ 384.25
Wells Fargo - Acct. Ending 1945	~~1,599.49~~ 1599.49
Sabadell Bank - Acct. Ending 9414	15,153.18
LIC Holdings, Inc. (33% ownership)	UNDETERMINED
Furniture, furnishings, household goods and personal effects	51,135.00
Jewelry	63,205.00
US Life Proceeds	50,800.08
JP Morgan ~~IRA~~ – Acct. Ending	67,402.08
Monarch Life Proceeds	4,000.00
Cincinnati Life Proceeds	7,685.00
Bernstein Family Realty, LLC (Promissory Note) from not including accrued interest	365,000.00
TOTAL OF ALL PERSONAL PROPERTY AND FLORIDA REAL ESTATE$	$ 626,364.08

add JPMorgan IRA acct

All real estate located outside the State of Florida owned by the decedent of which the personal representative is aware, if any, is described on a schedule attached hereto. [If none, so indicate]

NONE

NOTICE: Each residuary beneficiary in a testate estate or heir in an intestate estate has the right to request a written explanation of how the inventory value of any asset was determined, including whether the personal representative obtained an independent appraisal for that asset and from whom the appraisal was obtained. Any other beneficiary may request this information regarding all assets distributed to or proposed to be distributed to that beneficiary.

1,145,630.40

Bar Form No. P-3.0100
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Reviewed October 1, 1998

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON BERNSTEIN File No. 502012CP004391IZXXXXSB

Deceased.

INVENTORY

The undersigned co-personal representatives of the estate of SIMON BERNSTEIN, deceased, who died on September 13, 2012, and whose social security number is XXX-XX-5211, submits this inventory of all the property of the estate, that has come into the hands, possession, control, or knowledge of these personal representatives:

REAL ESTATE IN FLORIDA – Exempt (Protected) Homestead:

Description
NONE

REAL ESTATE IN FLORIDA – Non-Exempt Homestead:

Description	Estimated Fair Market Value
NONE	

(Whether homestead property is exempt from the claims of creditors, whether it is properly devised and whether it is a probate asset may have to be determined by appropriate proceedings.)

OTHER REAL ESTATE IN FLORIDA:

Description	Estimated Fair Market Value
NONE	$
Total Real Estate in Florida – Except Exempt (Protected) Homestead	$

Bar Form No. P-3 0100
© Florida Lawyers Support Services, Inc.
Reviewed October 1, 1998

Estate of Simon Bernstein
File No. 502012CP004391IZXXXX SB
INVENTORY

PERSONAL PROPERTY WHEREVER LOCATED:

Description	Estimated Fair Market Value
Legacy Bank of Florida - Acct. Ending 2587	$384.25
Wells Fargo - Acct. Ending 1945	1,599.49
Sabadell Bank - Acct. Ending 9414	15,153.18
LIC Holdings, Inc. (33% ownership)	UNDETERMINED
Furniture, furnishings, household goods and personal effects	51,135.00
Jewelry	$ 63,205.00
TOTAL OF ALL PERSONAL PROPERTY AND FLORIDA REAL ESTATES	$ 131,476.92

All real estate located outside the State of Florida owned by the decedent of which the personal representative is aware, if any, is described on a schedule attached hereto. [If none, so indicate]

NONE

NOTICE: Each residuary beneficiary in a testate estate or heir in an intestate estate has the right to request a written explanation of how the inventory value of any asset was determined, including whether the personal representative obtained an independent appraisal for that asset and from whom the appraisal was obtained. Any other beneficiary may request this information regarding all assets distributed to or proposed to be distributed to that beneficiary.

Bar Form No. P-3 0100
© Florida Lawyers Support Services, Inc.
Reviewed October 1, 1998

Under penalties of perjury, I declare that I have read the foregoing, and the facts alleged are true to the best of my knowledge and belief.

Signed on this 11 day of June, 2013.

ROBERT L. SPALLINA, Esq.
Attorney for Personal Representative
Florida Bar No. 497381
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Telephone: (561) 997-7008
Primary: rspallina@tescherspallina.com
Secondary: kmoran@tescherspallina.com

ROBERT L. SPALLINA, Co-Personal Representative

DONALD R. TESCHER, Co-Personal Representative

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON BERNSTEIN File No. 502012CP004391IZXXXXSB

Deceased.

INVENTORY

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OTHER REAL ESTATE IN FLORIDA:

Description	Estimated Fair Market Value
NONE	$

Total Real Estate in Florida – Except Exempt (Protected) Homestead $

Bar Form No. P-3.0100
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Reviewed October 1, 1998

Estate of Simon Bernstein
File No. 502012CP004391IZXXXX SB
INVENTORY

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Bar Form No. P-3.0100
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Reviewed October 1, 1998

Under penalties of perjury, I declare that I have read the foregoing, and the facts alleged are true to the best of my knowledge and belief.

Signed on this 11 day of June, 2013.

ROBERT L. SPALLINA, Esq.
Attorney for Personal Representative
Florida Bar No. 497381
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Telephone: (561) 997-7008
Primary: rspallina@tescherspallina.com
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ROBERT L. SPALLINA, Co-Personal Representative

DONALD R. TESCHER, Co-Personal Representative

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON BERNSTEIN File No. 502012CP004391IZXXXXSB

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Description	Estimated Fair Market Value
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Total Real Estate in Florida – Except Exempt (Protected) Homestead	$

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Estate of Simon Bernstein
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Estate of Simon Bernstein
File No. 502012CP004391IZXXXX SB
INVENTORY

Under penalties of perjury, I declare that I have read the foregoing, and the facts alleged are true to the best of my knowledge and belief.

Signed on this 11 day of June, 2013.

ROBERT L. SPALLINA, Esq.
Attorney for Personal Representative
Florida Bar No. 497381
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Telephone: (561) 997-7008
Primary: rspallina@tescherspallina.com
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ROBERT L. SPALLINA, Co-Personal Representative

DONALD R. TESCHER, Co-Personal Representative

Bar Form No. P-3 0100
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Reviewed October 1, 1998

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON BERNSTEIN File No. 502012CP004391IZXXXXSB

Deceased.

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Description	Estimated Fair Market Value
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Total Real Estate in Florida – Except Exempt (Protected) Homestead	$

Bar Form No. P-3.0100
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Reviewed October 1, 1998

Estate of Simon Bernstein
File No. 502012CP004391IZXXXX SB
INVENTORY

PERSONAL PROPERTY WHEREVER LOCATED:

Description	Estimated Fair Market Value
Furniture, furnishings, household goods and personal effects	$_____
TOTAL OF ALL PERSONAL PROPERTY AND FLORIDA REAL ESTATE	$ =

All real estate located outside the State of Florida owned by the decedent of which the personal representative is aware, if any, is described on a schedule attached hereto. [If none, so indicate]

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Under penalties of perjury, I declare that I have read the foregoing, and the facts alleged are true to the best of my knowledge and belief.

Signed on this _____ day of _____, 2012.

ROBERT L. SPALLINA, Esq.
Attorney for Personal Representative
Florida Bar No. 497381
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Telephone: (561) 997-7008
Primary: rspallina@tescherspallina.com
Secondary: kmoran@tescherspallina.com

ROBERT L. SPALLINA, Co-Personal Representative

DONALD R. TESCHER, Co-Personal Representative

Bar Form No. P-3.0100
© Florida Lawyers Support Services, Inc.
Reviewed October 1, 1998

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Inventory was furnished by U.S. certified mail to:

Florida Department of Revenue
5050 W. Tennessee St., Bldg. K
Tallahassee, FL 32399-0100

on this _____ day of _____, 2012.

TESCHER & SPALLINA, P.A.
Attorneys for the Personal Representative
of the Estate of Simon Bernstein
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
Telephone: (561) 997-7008

BY:_____
ROBERT L. SPALLINA, ESQ.
Florida Bar No. 497381

Bar Form No. P-3.0100
© Florida Lawyers Support Services, Inc.
Reviewed October 1, 1998

IN THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF SIMON BERNSTEIN, Deceased

CASE NO. 50 2012 CP 004391 IZ XXXX SB

Judge: James L. Martz
Room #:
Telephone: 561-330-1750
Clerk's Office Tel.: 561-274-1588
For **Ex Parte**, request file at www.15thcircuit.com/probate **by 2:00 the day prior of UMC**

DOD: **09/13/2012**
SS#: **371-32-5211**
Estate ID: **30-6329442**
Trust ID: **30-6329441**

Our File No. **11187.006**

No.	Description	Filing Date
1.	Will of Simon Bernstein	October 2, 2012
2.	Certificate of Death	October 2, 2012
3.	Petition for Administration	October 2, 2012
4.	Oath of PR, Designation of Resident Agent, and Acceptance (RLS)	October 2, 2012
5.	Oath of PR, Designation of Resident Agent, and Acceptance (DRT)	October 2, 2012
6.	Order Admitting Will to Probate and Appointing Personal Representative	October 2, 2012
7.	Letters of Administration	October 2, 2012
8.	Notice of Trust	October 2, 2012
9.	Designation of Email Addresses Pursuant to Rule 2.516	October 2, 2012
10.	Notice of Filing Proof of Publication of Notice of Administration	November 20, 2012
11.	Notice of Filing Proof of Publication of Notice to Creditors	November 20, 2012
12.	Petition for Extension of Time to File Inventory	December 13, 2012
13.	Order Extending Time to File Inventory	PENDING
14.	Notice of Filing Proof of Service of Notice to Creditors upon AHCA	January 23, 2013
15.	Notice of Filing Proof of Service of Notice to Creditors upon Known Creditors	January 23, 2013
16.	Objection to Claim of William E. Stansbury	February 4, 2013

LAW OFFICES

TESCHER & SPALLINA, P.A.

CHECK DEPOSIT: _____ TRUST: _____ DATE: 10/1/12

CHECK REQUEST: ✓ FIRM: ✓

CLIENT CHARGE: _____

CLIENT/FILE: Bernstein FILE No.: 11187.006

PAYEE/PAYOR: Clerk of the Circuit Court

AMOUNT: $419.00 PAYMENT FOR: opening probate fees and cert copies

SPECIAL INSTRUCTIONS: _____

PERSON REQUESTING/ATTORNEY: _____

POSTED: _____ DATE: _____ BY: _____

TESCHER & SPALLINA, P.A.
OPERATING ACCOUNT
4855 TECHNOLOGY WAY SUITE 720
BOCA RATON, FL 33431

5583

63-964-670

DATE 10/1/12

PAY TO THE ORDER OF Clerk of the Circuit Court $419.00

four hundred nineteen & NO/100 DOLLARS

BNY MELLON
Mellon United National Bank

FOR Bernstein 11187.006 Kimberly Moran

⑈005583⑈ ⑆067009646⑆ 022004765⑈

Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Phone: (561) 997-7008

EX PARTE SLIP

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA
PROBATE DIVISION

DATE: September 27, 2012

CASE NO.: STYLE: Estate of Simon L. Bernstein

Conformed copies: 1 Mailed: _____ Stamped Envelope Enclosed: Yes
Certified copies: 6 Mailed: _____
Check in the amount of $419.00 for:
Filing fee $401.00 Certified copies $18.00

MEMO TO JUDGE OR EX PARTE CLERK

Enclosed for filing are the following:

1) Will of Simon L. Bernstein **(please provide a receipt for the Will)**;
2) Certificate of Death;
3) Petition for Administration;
4) Oath of Personal Representative, Designation of Resident Agent, and Acceptance
5) Notice of Trust;
6) Proposed Order Admitting Will to Probate and Appointing Personal Representative **(one conformed copy requested)**;
7) Proposed Letters of Administration **(6 certified copies requested)**; and
8) Designation of Email Addresses Pursuant to Rule 2.516.

Thank you for your courtesies in this matter.

Tescher & Spallina, PA

By: _____
Robert L. Spallina, Esquire

TO REORDER CALL 954-846-9399
RECYCLED PAPER
LEGAL

TO REORDER CALL 954-846-9399
RECYCLED PAPER
LEGAL

TO REORDER CALL 954-846-9399
RECYCLED PAPER
LEGAL

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RECYCLED PAPER

LEGAL

TO REORDER CALL 954-846-9399

RECYCLED PAPER

LEGAL

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON BERNSTEIN, File No. 50 2012 CP 004391 IZ XXXX SB

Deceased.

OBJECTION TO CLAIM OF WILLIAM E. STANSBURY

ROBERT L. SPALLINA and DONALD R. TESCHER, being co-personal representatives of the above estate, by and through his undersigned counsel, hereby objects to the Claim of William E. Stansbury in excess of $2.5 million dollars, filed in this proceeding.

The claimant is limited to a period of thirty (30) days from the date of service of this objection within which to bring an action on the Claim, as provided in Section 733.705 of the Florida Probate Code. *An "action" means an action separate from this probate proceeding in the appropriate court. "Service" of this Objection, if made by mail, is complete upon mailing (and the date is noted below); however, an additional five (5) days are added to the initial thirty (30) day period.*

IF YOU FAIL TO BRING SUCH AN ACTION WITHIN THE TIME STATED, NO ACTION OR PROCEEDING ON THE CLAIM MAY BE BROUGHT AGAINST THE PERSONAL REPRESENTATIVE, AND THE CLAIM IS THEREAFTER FOREVER BARRED WITHOUT ANY COURT ORDER.

I CERTIFY that a copy of this Objection to Claim was mailed by United States registered or certified mail, return receipt requested, postage prepaid, to the Claimant at the following address: Peter M. Feaman, Esq., 3615 West Boynton Beach Blvd., Boynton Beach, FL 33436, this 4 day of February, 2013.

Respectfully Submitted,

TESCHER & SPALLINA, P.A.

By: _____

ROBERT L. SPALLINA, ESQUIRE
Florida Bar No. 497381
4855 Technology Way, Ste. 720
Boca Raton, FL 33431
561-997-7008
email: rspallina@tescherspallina.com

N:\WPDATA\estates\Bernstein, Simon\Pleadings\Obj to Claim - Stansbury.wpd

Bar Form No. P-3.0420
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Text Revised October 1, 1998

Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Phone: (561) 997-7008

EX PARTE SLIP

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA
PROBATE DIVISION

DATE: February 4, 2013

CASE NO.: 502012CP004391IZXXXX SB STYLE: Estate of Simon L. Bernstein

---

Conformed copies: _____ Mailed: _____ Stamped Envelope Enclosed:____
Certified copies: _____ Mailed: _____
Check in the amount of _____ for:
Filing fee_____ Certified copies _____

MEMO TO JUDGE OR EX PARTE CLERK

Enclosed for filing is the Objection to Claim of William E. Stansbury.

Thank you for your courtesies in this matter.

Tescher & Spallina, PA

By: Robert L. Spallina/km
Robert L. Spallina, Esquire

TO REORDER CALL 954-846-9399
RECYCLED PAPER
LEGAL

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON L. BERNSTEIN, File No. 502012CP004391 IZ XXXX SB

Deceased.

NOTICE OF FILING PROOF OF SERVICE OF NOTICE TO CREDITORS UPON CREDITORS

I CERTIFY THAT ON December 17, 2012, a copy of the attached Notice to Creditors was mailed by United States certified mail, return receipt requested, postage prepaid, or was delivered in a manner permitted by Fla. Prob. R. 5.040(a), to:

See Attached

Signed receipt or other evidence that delivery was made to, or refused by, the addressee or the addressee's agent are attached.

Under penalties of perjury, I declare that I have read the foregoing, and the facts alleged are true, to the best of my knowledge and belief.

Signed on Jan 22, 2013 .

Respectfully Submitted,

TESCHER & SPALLINA, P.A.

By: _____

ROBERT L. SPALLINA, ESQUIRE
Attorney for Personal Representatives
Florida Bar No. Florida Bar No. 497381
4855 Technology Way, Suite 720
Boca Raton, FL 33431
(561) 997-7008
rspallina@tescherspallina.com

N:\WPDATA\eaton\Bernstein, Simon\Pleadings\Not of Filing Proof of Service of NTC upon cred.wpd

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece or on the front if space permits.

1. Article Addressed to:

American Pioneer Life Insurance
PO Box 13090
Pensacola, FL 32591-3090

Est of Simon Bernstein - Notice to Creditors

2. Article Number (Transfer from service label) 7010 1870 0001 8550 7800

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Ron Nicholson ☐ Agent ☐ Addressee

B. Received by (Printed Name) Ron Nicholson C. Date of Delivery DEC 19 2012

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

American Pioneer Life Ins. Company
PO Box 504518
St. Louis, MO 63150-4518

Est of Simon Bernstein - Notice to Creditors

2. Article Number (Transfer from service label) 7010 1870 0001 8550 7794

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X WM DAVIS ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

ST. LOUIS, MO 63155 DEC 20 2012 LOCKBOX SECTION

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Wells Fargo Bank
PO Box 660930
Dallas, TX 75266-0930

Bernstein Est - Ntc to Creditors

2. Article Number (Transfer from service label) 7010 1870 0001 8550 7756

COMPLETE THIS SECTION ON DELIVERY

A. Signature
x Edgar Ramirez ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery DEC 19 2012

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Wells Fargo Bank
PO Box 4233
Portland, OR 97208-4233

Bernstein Est - Ntc to Creditors

2. Article Number (Transfer from service label) 7010 1870 0001 8550 7749

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☒ Agent ☐ Addressee

B. Received by (Printed Name) [illegible] C. Date of Delivery DEC 20 2012

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☒ No

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

American Express
PO Box 360001
Fort Lauderdale, FL 33336-0001

Bernstein Est - Notice to Creditors

2. Article Number (Transfer from service label) 7010 1870 0001 8550 7732

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) Paulette Stennett C. Date of Delivery 12-19-12

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

American Express
PO Box 297812
Fort Lauderdale, FL 33329-7812

Est of Simon Bernstein - Notice to Creditors

2. Article Number (Transfer from service label) 7010 1870 0001 8550 7787

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

American Express
PO Box 297879
Fort Lauderdale, FL 33329-7879

Est of Simon Bernstein - Ntc to Creditors

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7010 1870 0001 8550 7817

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Chase Card Services
PO Box 15298
Wilmington, DE 19850

Bernstein Estate - Notice to Creditors

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Manny Cruz ☐ Agent ☐ Addressee

B. Received by (Printed Name) Manny Cruz C. Date of Delivery
DEC 20 2012

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7010 1870 0001 8550 7725

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

CBIZ Goldstein Lewin
PO Box 953152
St. Louis, MO 63195-3152

LOCKBOX 953152

Est of Simon Bernstein - Notice to Creditors

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7010 1870 0001 8550 7770

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

TO REORDER CALL 954-846-9399
RECYCLED PAPER
LEGAL

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON L. BERNSTEIN File No. 502012CP004391IZXXXXSB

Deceased.

NOTICE OF FILING
PROOF OF SERVICE OF
NOTICE TO CREDITORS UPON THE AGENCY FOR HEALTH CARE ADMINISTRATION

I CERTIFY THAT ON December 17, 2012, a copy of the attached Notice to Creditors was mailed by United States certified mail, return receipt requested, postage prepaid, or was delivered in a manner permitted by Fla. Prob. R. 5.040(a), to:

Agency For Health Care Administration
c/o FL TPL Recovery Unit
P.O. Box 12188
Tallahassee, FL 32317

Signed receipt or other evidence that delivery was made to, or refused by, the addressee or the addressee's agent are attached.

Under penalties of perjury, I declare that I have read the foregoing, and the facts alleged are true, to the best of my knowledge and belief.

Signed on 12-17-12, 2013.

Respectfully Submitted,

TESCHER & SPALLINA, P.A.

By: _____

ROBERT L. SPALLINA, ESQUIRE
Florida Bar No. 497381
4855 Technology Way, Ste. 720
Boca Raton, FL 33431
561-997-7008
rspallina@tescherspallina.com

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON L. BERNSTEIN, File No. 502012CP004391IZXXXXSB

Deceased.

NOTICE TO CREDITORS

The administration of the estate of SIMON L. BERNSTEIN, deceased, whose date of death was September 13, 2012, File Number 502012CP004391IZXXXXSB, is pending in the Circuit Court for Palm Beach County, Florida, Probate Division, the address of which is Palm Beach South County Courthouse, 200 W. Atlantic Avenue, Attn: Probate Division, Room 170, Delray Beach, FL 33444. The names of the personal representative and the personal representative's attorney and his address are set forth below.

All creditors of the decedent and other persons having claims or demands against decedent's estate on whom a copy of this notice has been served must file their claims with this Court WITHIN THE LATER OF THREE (3) MONTHS AFTER THE FIRST PUBLICATION OF THIS NOTICE OR THIRTY (30) DAYS AFTER THE TIME OF SERVICE OF A COPY OF THIS NOTICE ON THEM.

All other creditors of the decedent and other persons having claims or demands against decedent's estate must file their claims with this court WITHIN THREE (3) MONTHS AFTER THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE.

ALL CLAIMS NOT SO FILED WILL BE FOREVER BARRED.

NOTWITHSTANDING THE TIME PERIOD SET FORTH ABOVE, ANY CLAIM FILED TWO (2) YEARS OR MORE AFTER THE DECEDENT'S DATE OF DEATH IS BARRED.

The date of the first publication of this Notice is October 16, 2012.

Attorney for Personal Representative:

ROBERT L. SPALLINA, ESQUIRE
Florida Bar No. 0497381
Tescher & Spallina, P.A.
4855 Technology Way, Ste. 720
Boca Raton, FL 33431
561-997-7008
Primary: rspallina@tescherspallina.com
Secondary: kmoran@tescherspallina.com

Personal Representative:

ROBERT L. SPALLINA
7387 Wisteria Avenue
Parkland, FL 33076

DONALD R. TESCHER
2600 Whispering Oaks Lane
Delray Beach, FL 33445

Bar Form No. P-3.0740
© Florida Lawyers Support Services, Inc.
Reviewed October 1, 1998

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1.
Agency For Health Care Administration
c/o FL TPL Recovery Unit
P.O. Box 12188
Tallahassee, FL 32317

Bernstein Est- Notice to Creditors

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by *(Printed Name)* DEC 2 2012

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: Rec'd by Xerox ☐ No

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number
(Transfer from service label) 7010 1870 0001 8550 7718

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Phone: (561) 997-7008

EX PARTE SLIP

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA
PROBATE DIVISION

DATE: January 22, 2013

CASE NO.: 502012CP004391IZXXXX SB STYLE: Estate of Simon L. Bernstein

---

Conformed copies: _____ Mailed: _____ Stamped Envelope Enclosed:____
Certified copies: _____ Mailed: _____
Check in the amount of _____ for:
Filing fee_____ Certified copies _____

MEMO TO JUDGE OR EX PARTE CLERK

Enclosed for filing are the following:

1. Notice of Filing Proof of Service of Notice to Creditors Upon the Agency for Healthcare Administration; and
2. Notice of Filing Proof of Service of Notice to Creditors Upon Known Creditors.

Thank you for your courtesies in this matter.

Tescher & Spallina, P.A.

By: _____
Robert L. Spallina, Esquire

TO REORDER CALL 954-846-9399

RECYCLED PAPER

LEGAL

13

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON BERNSTEIN, File No. 50 2012 CP 004391 IZ XXXX SB

Deceased.

ORDER EXTENDING TIME TO FILE INVENTORY

THIS CAUSE, having come before the Court upon the Petition of Robert L. Spallina and Donald R. Tescher, as co-personal representatives of the Estate of Simon Bernstein, deceased, for an extension of time to file the Inventory of the estate, and the Court having reviewed the Petition and being otherwise duly advised in the premises it is hereby

ADJUDGED that an extension of time is granted up until _____ in which to file the Inventory in this cause.

DONE AND ORDERED in Chambers at Delray Beach, Palm Beach County, Florida, this _____ day of _____, 2012.

_____

Circuit Judge

cc: Robert L. Spallina, Esquire

N:\WPDATA\estates\Bernstein, Simon\Pleadings\Extend Inventory Ord.wpd

Bar Form No. P-3.0420
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Text Revised October 1, 1998

TO REORDER CALL 954-846-9399
RECYCLED PAPER
LEGAL

12

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON BERNSTEIN, File No. 502012 CP 004391 IZ XXXX SB

Deceased.

PETITION FOR EXTENSION OF TIME TO FILE INVENTORY

PETITIONERS, Robert L. Spallina and Donald R. Tescher, as co-personal representatives of the Estate of Simon L. Bernstein, deceased, through undersigned counsel, files this Petition for Extension of Time to File Inventory, as grounds therefor would state as follows:

1. Petitioners were appointed co-personal representatives of the Estate of Simon L. Bernstein through Letters of Administration entered October 2, 2012.

2. In accordance with Florida law, the Inventory of the estate is due on or before December 2, 2012.

3. The estate has been delayed in receiving valuation information necessary to complete the Inventory.

WHEREFORE, Petitioner requests an extension of time of sixty (60) days to file the Inventory in this cause.

UNDER PENALTIES OF PERJURY, I declare that I have read the foregoing, and the facts alleged are true, to the best of my knowledge and belief.

SIGNED on the 13th day of December, 2012.

Respectfully Submitted,
TESCHER & SPALLINA, P.A.

By: _____
ROBERT L. SPALLINA, ESQUIRE
Florida Bar No. 0497381
4855 Technology Way, Suite 720
Boca Raton, FL 33431
561-997-7008
Primary: rspallina@tescherspallina.com

N:\WPDATA\estates\Bernstein, Simon\Pleadings\Extend Time to File Inv Pet.wpd

Bar Form No. P-3.0420
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Text Revised October 1, 1998

Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Phone: (561) 997-7008

EX PARTE SLIP

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA
PROBATE DIVISION

DATE: December 13, 2012

CASE NO.: STYLE: Estate of Simon L. Bernstein

Conformed copies: 1 Mailed: _____ Stamped Envelope Enclosed: Yes
Certified copies: _____ Mailed: _____
Check in the amount of _____ for:
Filing fee_____ Certified copies _____

MEMO TO JUDGE OR EX PARTE CLERK

Enclosed is a Petition for Extension of Time to File Inventory. We are also enclosing a proposed Order Extending Time to File Inventory. Please provide one conformed copy of the Order.

Thank you for your courtesies in this matter.

Tescher & Spallina, PA

By:_____
Robert L. Spallina, Esquire

TO REORDER CALL 954-846-9399
RECYCLED PAPER
LEGAL

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON BERNSTEIN, File No.: 50 2012 CP 004391 IZ XXXX SB
Deceased.

NOTICE OF FILING
PROOF OF PUBLICATION
OF NOTICE TO CREDITORS

ROBERT L. SPALLINA and DONALD R. TESCHER, as co-Personal Representatives of the Estate of Simon Bernstein, deceased, by and through the undersigned attorney, files herewith the Proof of Publication of the Notice to Creditors with reference to the above-styled Estate.

Dated this 20th day of November, 2012.

Respectfully Submitted,

TESCHER & SPALLINA, P.A.

By: _____
ROBERT L. SPALLINA, ESQUIRE
Florida Bar No. 0497381
Attorney for Personal Representative
Florida Bar No. 121086
4855 Technology Way, Ste. 720
Boca Raton, FL 33431
561-997-7008
Primary: rspallina@tescherspallina.com
Secondary: kmoran@tescherspallina.com

N:\WPDATA\estate\Bernstein, Simon\Pleadings\Ntc of Filing Proof of Publication of Ntc to Cred.wpd

PALM BEACH DAILY BUSINESS REVIEW
Published Daily except Saturday, Sunday and
Legal Holidays
West Palm Beach, Palm Beach County, Florida

STATE OF FLORIDA
COUNTY OF PALM BEACH:

Before the undersigned authority personally appeared N. LYONS, who on oath says that he or she is the LEGAL CLERK, Legal Notices of the Palm Beach Daily Business Review f/k/a Palm Beach Review, a newspaper published at West Palm Beach in Palm Beach County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

502012CP004391XXXXSB
NOTICE TO CREDITORS
IN RE: ESTATE OF SIMON L. BERNSTEIN, DECEASED

in the CIRCUIT Court,
was published in said newspaper in the issues of

10/16/2012 10/23/2012

Affiant further says that the said Palm Beach Daily Business Review is a newspaper published at Palm Beach, in said Palm Beach County, Florida and that the said newspaper has heretofore been continuously published in said Palm Beach County,Florida,and has been entered as second class mail matter at the post office in West Palm Beach in said Palm Beach County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this
23 day of OCTOBER A.D. 2012

(SEAL)

N. LYONS personally known to me

SHEENA THOMPSON
MY COMMISSION # EE157713
EXPIRES January 27, 2016
(407) 398-0153 FloridaNotaryService.com

NOTICE TO CREDITORS
IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL
PROBATE DIVISION
File No. 502012CP004391-XXXXSB
IN RE: ESTATE OF
SIMON L. BERNSTEIN,
Deceased.

The administration of the estate of SIMON L. BERNSTEIN, deceased, whose date of death was September 13, 2012, File Number 502012CP-004391XXXXSB, is pending in the Circuit Court for Palm Beach County, Florida, Probate Division, the address of which is Palm Beach South County Courthouse, 200 W. Atlantic Avenue, Attn: Probate Division, Room 170, Delray Beach, FL 33444. The names of the personal representative and the personal representative's attorney and his address are set forth below.

All creditors of the decedent and other persons having claims or demands against decedent's estate on whom a copy of this notice has been served must file their claims with this Court WITHIN THE LATER OF THREE (3) MONTHS AFTER THE FIRST PUBLICATION OF THIS NOTICE OR THIRTY (30) DAYS AFTER THE TIME OF SERVICE OF A COPY OF THIS NOTICE ON THEM.

All other creditors of the decedent and other persons having claims or demands against decedent's estate must file their claims with this court WITHIN THREE (3) MONTHS AFTER THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE.

ALL CLAIMS NOT SO FILED WILL BE FOREVER BARRED.

NOTWITHSTANDING THE TIME PERIOD SET FORTH ABOVE, ANY CLAIM FILED TWO (2) YEARS OR MORE AFTER THE DECEDENT'S DATE OF DEATH IS BARRED.

The date of first publication of this Notice is October 16, 2012.

Personal Representative:
ROBERT L. SPALLINA
7387 Wisteria Avenue
Parkland, FL 33076
DONALD R. TESCHER
2600 Whispering Oaks Lane
Delray Beach, FL 33445

Attorney for Personal Representative:
ROBERT L. SPALLINA, ESQUIRE
Florida Bar No. 0497381
TESCHER & SPALLINA, P.A.
4855 Technology Way, Ste. 720
Boca Raton, FL 33431
561-997-7008
Primary:
rspallina@tescherspallina.com
Secondary:
kmoran@tescherspallina.com
10/16-23 12-7-74/1964019P

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON L. BERNSTEIN, File No. 502012CP004391XXXXSB

Deceased.

NOTICE TO CREDITORS

The administration of the estate of SIMON L. BERNSTEIN, deceased, whose date of death was September 13, 2012, File Number 502012CP004391XXXXSB, is pending in the Circuit Court for Palm Beach County, Florida, Probate Division, the address of which is Palm Beach South County Courthouse, 200 W. Atlantic Avenue, Attn: Probate Division, Room 170, Delray Beach, FL 33444. The names of the personal representative and the personal representative's attorney and his address are set forth below.

All creditors of the decedent and other persons having claims or demands against decedent's estate on whom a copy of this notice has been served must file their claims with this Court WITHIN THE LATER OF THREE (3) MONTHS AFTER THE FIRST PUBLICATION OF THIS NOTICE OR THIRTY (30) DAYS AFTER THE TIME OF SERVICE OF A COPY OF THIS NOTICE ON THEM.

All other creditors of the decedent and other persons having claims or demands against decedent's estate must file their claims with this court WITHIN THREE (3) MONTHS AFTER THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE.

ALL CLAIMS NOT SO FILED WILL BE FOREVER BARRED.

NOTWITHSTANDING THE TIME PERIOD SET FORTH ABOVE, ANY CLAIM FILED TWO (2) YEARS OR MORE AFTER THE DECEDENT'S DATE OF DEATH IS BARRED.

The date of the first publication of this Notice is October 16, 2012.

Attorney for Personal Representative:

ROBERT L. SPALLINA, ESQUIRE
Florida Bar No. 0497381
Tescher & Spallina, P.A.
4855 Technology Way, Ste. 720
Boca Raton, FL 33431
561-997-7008
Primary: rspallina@tescherspallina.com
Secondary: kmoran@tescherspallina.com

Personal Representative:

ROBERT L. SPALLINA
7387 Wisteria Avenue
Parkland, FL 33076

DONALD R. TESCHER
2600 Whispering Oaks Lane
Delray Beach, FL 33445

Bar Form No. P-3.0740
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Reviewed October 1, 1998

Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Phone: (561) 997-7008

EX PARTE SLIP

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA
PROBATE DIVISION

DATE: November 20, 2012

CASE NO.: STYLE: Estate of Simon L. Bernstein

Conformed copies: _____ Mailed: _____ Stamped Envelope Enclosed:____
Certified copies: _____ Mailed: _____
Check in the amount of _____ for:
Filing fee_____ Certified copies _____

MEMO TO JUDGE OR EX PARTE CLERK

Enclosed for filing are the following:

1. Notice of Filing Proof of Publication of Notice to Creditors; and
2. Notice of Filing Proof of Publication of Notice of Administration.

Thank you for your courtesies in this matter.

Tescher & Spallina, PA

By: _____
Robert L. Spallina, Esquire

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON L. BERNSTEIN, File No. 502012CP004391IZXXXXSB

Deceased.

NOTICE TO CREDITORS

The administration of the estate of SIMON L. BERNSTEIN, deceased, whose date of death was September 13, 2012, File Number 502012CP004391IZXXXXSB, is pending in the Circuit Court for Palm Beach County, Florida, Probate Division, the address of which is Palm Beach South County Courthouse, 200 W. Atlantic Avenue, Attn: Probate Division, Room 170, Delray Beach, FL 33444. The names of the personal representative and the personal representative's attorney and his address are set forth below.

All creditors of the decedent and other persons having claims or demands against decedent's estate on whom a copy of this notice has been served must file their claims with this Court WITHIN THE LATER OF THREE (3) MONTHS AFTER THE FIRST PUBLICATION OF THIS NOTICE OR THIRTY (30) DAYS AFTER THE TIME OF SERVICE OF A COPY OF THIS NOTICE ON THEM.

All other creditors of the decedent and other persons having claims or demands against decedent's estate must file their claims with this court WITHIN THREE (3) MONTHS AFTER THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE.

ALL CLAIMS NOT SO FILED WILL BE FOREVER BARRED.

NOTWITHSTANDING THE TIME PERIOD SET FORTH ABOVE, ANY CLAIM FILED TWO (2) YEARS OR MORE AFTER THE DECEDENT'S DATE OF DEATH IS BARRED.

The date of the first publication of this Notice is October 16, 2012.

Attorney for Personal Representative:

ROBERT L. SPALLINA, ESQUIRE
Florida Bar No. 0497381
Tescher & Spallina, P.A.
4855 Technology Way, Ste. 720
Boca Raton, FL 33431
561-997-7008
Primary: rspallina@tescherspallina.com
Secondary: kmoran@tescherspallina.com

Personal Representative:

ROBERT L. SPALLINA
7387 Wisteria Avenue
Parkland, FL 33076

DONALD R. TESCHER
2600 Whispering Oaks Lane
Delray Beach, FL 33445

Bar Form No. P-3.0740
© Florida Lawyers Support Services, Inc.
Reviewed October 1, 1998

TO REORDER CALL 954-846-9399
RECYCLED PAPER
LEGAL

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON BERNSTEIN, File No.: 502012CP004391 IZ XXXX SB
Deceased.

NOTICE OF FILING
PROOF OF PUBLICATION
OF NOTICE OF ADMINISTRATION

ROBERT L. SPALLINA and DONALD R. TESCHER, as co-Personal Representatives of the Estate of Simon Bernstein, deceased, by and through the undersigned attorney, files herewith the Proof of Publication of the Notice of Administration with reference to the above-styled Estate.

Dated this 20th day of November, 2012.

Respectfully Submitted,

TESCHER & SPALLINA, P.A.

By: _____
ROBERT L. SPALLINA, ESQUIRE
Florida Bar No. 0497381
Attorney for Personal Representative
Florida Bar No. 121086
4855 Technology Way, Ste. 720
Boca Raton, FL 33431
561-997-7008
Primary: rspallina@tescherspallina.com
Secondary: kmoran@tescherspallina.com

N:\WPDATA\eestate\Bernstein, Simon\Pleadings\Ntc of Filing Proof of Publication of Ntc of Admin.wpd

PALM BEACH DAILY BUSINESS REVIEW

Published Daily except Saturday, Sunday and
Legal Holidays
West Palm Beach, Palm Beach County, Florida

STATE OF FLORIDA
COUNTY OF PALM BEACH:

Before the undersigned authority personally appeared N. LYONS, who on oath says that he or she is the LEGAL CLERK, Legal Notices of the Palm Beach Daily Business Review f/k/a Palm Beach Review, a newspaper published at West Palm Beach in Palm Beach County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

502012CP004391XXXXSB
NOTICE OF ADMINISTRATION
IN RE: ESTATE OF SIMON L. BERNSTEIN, DECEASED

in the CIRCUIT Court,
was published in said newspaper in the issues of

10/16/2012 10/23/2012

Affiant further says that the said Palm Beach Daily Business Review is a newspaper published at Palm Beach, in said Palm Beach County, Florida and that the said newspaper has heretofore been continuously published in said Palm Beach County,Florida,and has been entered as second class mail matter at the post office in West Palm Beach in said Palm Beach County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this

23 day of OCTOBER A.D. 2012

(SEAL)

N. LYONS personally known to me

SHEENA THOMPSON
MY COMMISSION # EE157713
EXPIRES January 27, 2016
(407) 398-0153 FloridaNotaryService.com

NOTICE OF ADMINISTRATION
IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL
PROBATE DIVISION
File No. 502012CP004391-XXXXSB
IN RE: ESTATE OF
SIMON L. BERNSTEIN,
Deceased.

The administration of the estate of SIMON L. BERNSTEIN, deceased, File Number 502012CP-004391XXXXSB is pending in the Circuit Court for Palm Beach County, Florida, Probate Division, the address of which is Palm Beach Sbuth County Courthouse, 200 W. Atlantic Avenue, Delray Beach, Florida 33444. The decedent's Will, which is dated July 25, 2012, has been admitted to probate. The name and address of the personal representative and the personal representative's attorney are set forth below.

A beneficiary of a Will or Codicil described above is not required to have an attorney or to file and document in order to receive the inheritance provided in that Will or Codicil.

Any interested person on whom a copy of this Notice of Administration is served who challenges the validity of the Will and/or Codicil, qualifications of the personal representative, venue, or jurisdiction of the court, is required to file any objection with the court following the form and procedure provided in the Florida Probate Rules WITHIN THE TIME REQUIRED BY LAW, which is on or before the date that is three (3) months after the date of service of a copy of the Notice of Administration on that person, or those objections are forever barred.

A petition for determination of exempt property is required to be filed by or on behalf of any person entitled to exempt property under Section 732.402 of the Florida Probate Code WITHIN THE TIME REQUIRED BY LAW, which is on or before the later of the date that is four (4) months after the date of service of a copy of the Notice of Administration on that person or the date that is forty (40) days after the date or termination of any proceeding involving the construction, admission to probate, or validity of the Will and/or Codicil or involving any other matter affecting any part of the exempt property, or the right of the personal to exempt property is deemed to have been waived.

Any election to take an elective share must file be filed WITHIN THE TIME REQUIRED BY LAW, which is on or before the earlier of the date that is six (6) months after the date of service of a copy of the Notice of Administration on the surviving spouse, or an attorney in fact or a guardian of the property of the surviving spouse, or the date that is two (2) years after the date of the decedent's death.

Co-Personal Representatives:
ROBERT L. SPALLINA
7387 Wisteria Ave.
Parkland, FL 33076
DONALD R. TESCHER
2600 Whispering Oaks Lane
Delray Beach, FL 33445
Attorney for Personal Representative:
ROBERT L. SPALLINA, ESQUIRE
Florida Bar No. 497381
TESCHER & SPALLINA, P.A.
4855 Technology Way, Ste. 720
Boca Raton, FL 33431
561-997-7008
Primary:
rspallina@rescherspallina.com
Secondary:
kmoran@tescherspallina.com
10/16-23 12-7-73/1964015P

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON L. BERNSTEIN, File No. 502012CP004391 IZ XXXXSB

Deceased.

NOTICE OF ADMINISTRATION

The administration of the estate of SIMON L. BERNSTEIN, deceased, File Number 502012CP004391IZ XXXX is pending in the Circuit Court for Palm Beach County, Florida, Probate Division, the address of which is Palm Beach South County Courthouse, 200 W. Atlantic Avenue, Delray Beach, Florida 33444. The decedent's Will, which is dated July 25, 2012, has been admitted to probate. The name and address of the personal representative and of the personal representative's attorney are set forth below.

A beneficiary of a Will or Codicil described above is not required to have an attorney or to file and document in order to receive the inheritance provided in that Will or Codicil.

Any interested person on whom a copy of this Notice of Administration is served who challenges the validity of the Will and/or Codicil, qualifications of the personal representative, venue, or jurisdiction of the court, is required to file any objection with the court following the form and procedure provided in the Florida Probate Rules WITHIN THE TIME REQUIRED BY LAW, which is on or before the date that is three (3) months after the date of service of a copy of the Notice of Administration on that person, or those objections are forever barred.

A petition for determination of exempt property is required to be filed by or on behalf of any person entitled to exempt property under Section 732.402 of the Florida Probate Code WITHIN THE TIME REQUIRED BY LAW, which is on or before the later of the date that is four (4) months after the date of service of a copy of the Notice of Administration on that person or the date that is forty (40) days after the date of termination of any proceeding involving the construction, admission to probate, or validity of the Will and/or Codicil or involving any other matter affecting any part of the exempt property, or the right of the personal to exempt property is deemed to have been waived.

Any election to take an elective share must be filed WITHIN THE TIME REQUIRED BY LAW, which is on or before the earlier of the date that is six (6) months after the date of service of a copy of the Notice of Administration on the surviving spouse, or an attorney in fact or a guardian of the property of the surviving spouse, or the date that is two (2) years after the date of the decedent's death.

Attorney for Personal Representative:

ROBERT L. SPALLINA, ESQUIRE
Florida Bar No. 497381
Tescher & Spallina, P.A.
4855 Technology Way, Ste. 720
Boca Raton, FL 33431
561-997-7008
Primary: rspallina@tescherspallina.com
Secondary: kmoran@tescherspallina.com

Co-Personal Representatives:

ROBERT L. SPALLINA
7387 Wisteria Ave.
Parkland, FL 33076

DONALD R. TESCHER
2600 Whispering Oaks Lane
Delray Beach, FL 33445

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON L. BERNSTEIN, File No. 502012CP004391 IZ XXXXSB

Deceased.

NOTICE OF ADMINISTRATION

The administration of the estate of SIMON L. BERNSTEIN, deceased, File Number 502012CP004391IZ XXXXSB is pending in the Circuit Court for Palm Beach County, Florida, Probate Division, the address of which is Palm Beach South County Courthouse, 200 W. Atlantic Avenue, Delray Beach, Florida 33444. The decedent's Will, which is dated July 25, 2012, has been admitted to probate. The name and address of the personal representative and of the personal representative's attorney are set forth below.

A beneficiary of a Will or Codicil described above is not required to have an attorney or to file and document in order to receive the inheritance provided in that Will or Codicil.

Any interested person on whom a copy of this Notice of Administration is served who challenges the validity of the Will and/or Codicil, qualifications of the personal representative, venue, or jurisdiction of the court, is required to file any objection with the court following the form and procedure provided in the Florida Probate Rules WITHIN THE TIME REQUIRED BY LAW, which is on or before the date that is three (3) months after the date of service of a copy of the Notice of Administration on that person, or those objections are forever barred.

A petition for determination of exempt property is required to be filed by or on behalf of any person entitled to exempt property under Section 732.402 of the Florida Probate Code WITHIN THE TIME REQUIRED BY LAW, which is on or before the later of the date that is four (4) months after the date of service of a copy of the Notice of Administration on that person or the date that is forty (40) days after the date of termination of any proceeding involving the construction, admission to probate, or validity of the Will and/or Codicil or involving any other matter affecting any part of the exempt property, or the right of the personal to exempt property is deemed to have been waived.

Any election to take an elective share must be filed WITHIN THE TIME REQUIRED BY LAW, which is on or before the earlier of the date that is six (6) months after the date of service of a copy of the Notice of Administration on the surviving spouse, or an attorney in fact or a guardian of the property of the surviving spouse, or the date that is two (2) years after the date of the decedent's death.

Attorney for Personal Representative:

ROBERT L. SPALLINA, ESQUIRE
Florida Bar No. 497381
Tescher & Spallina, P.A.
4855 Technology Way, Ste. 720
Boca Raton, FL 33431
561-997-7008
Primary: rspallina@tescherspallina.com
Secondary: kmoran@tescherspallina.com

Co-Personal Representatives:

ROBERT L. SPALLINA
7387 Wisteria Ave.
Parkland, FL 33076

DONALD R. TESCHER
2600 Whispering Oaks Lane
Delray Beach, FL 33445

TO REORDER CALL 954-846-9399

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IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON L. BERNSTEIN, File No. _____

Deceased.

DESIGNATION OF EMAIL ADDRESSES PURSUANT TO RULE 2.516

The undersigned counsel, as attorney for Robert L. Spallina and Donald R. Tescher, hereby designates, pursuant to Florida Rule of Judicial Administration 2.516(b)(1) the following e-mail addresses for purpose of service of pleadings and other papers in this case:

Primary Email Address: rspallina@tescherspallina.com

Secondary Email Address: kmoran@tescherspallina.com

ROBERT L. SPALLINA, ESQUIRE
Florida Bar No. 0497381
Tescher & Spallina, P.A.
4855 Technology Way, Ste. 720
Boca Raton, FL 33431
561-997-7008
Primary: rspallina@tescherspallina.com
Secondary: kmoran@tescherspallina.com

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IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON L. BERNSTEIN, File No. _____

Deceased.

NOTICE OF TRUST

SIMON L. BERNSTEIN, a resident of Palm Beach County, Florida, who died on September 13, 2012, was the settlor of a trust entitled: SIMON L. BERNSTEIN TRUST AGREEMENT dated July 25, 2012, which is a trust described in Section 733.707(3) of the Florida Statutes, and is liable for the expenses of the administration of the decedent's estate and enforceable claims of the decedent's creditors to the extent the decedent's estate is insufficient to pay them, as provided in Section 733.607(2) of the Florida Statutes.

The name and address of the Trustees are set forth below.

The clerk shall file and index this Notice of Trust in the same manner as a caveat, unless there exists a probate proceeding for the settlor's estate in which case this Notice of Trust must be filed in the probate proceeding and the clerk shall send a copy to the personal representative.

Signed on 9/27/12, 2012.

ROBERT L. SPALLINA, Co-Trustee
7387 Wisteria Avenue
Parkland, FL 33076

DONALD R. TESCHER, Co-Trustee
2600 Whispering Oaks Lane
Delray Beach, FL 33445

Copy mailed to attorney for the Personal Representative on

_____
CLERK OF THE CIRCUIT COURT

By: _____

MUST BE FILED IN DUPLICATE

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IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON L. BERNSTEIN, File No. _____

Deceased.

LETTERS OF ADMINISTRATION

TO ALL WHOM IT MAY CONCERN

WHEREAS, Simon L. Bernstein, a resident of Palm Beach County, died on September 13, 2012, owning assets in the State of Florida, and

WHEREAS, Robert L. Spallina and Donald R. Tescher have been appointed as co-Personal Representatives of the Estate of the decedent and has performed all acts prerequisite to issuance of Letters of Administration in the estate,

NOW, THEREFORE, I, the undersigned Circuit Judge, declare Robert L. Spallina and Donald R. Tescher as duly qualified under the laws of the State of Florida to act as co-Personal Representatives of the Estate of Simon L. Bernstein, deceased, with full power to administer the estate according to law; to ask, demand, sue for, recover and receive the property of the decedent; to pay the debts of the decedent as far as the assets of the estate will permit and the law directs; and to make distribution of the estate according to law.

DONE and ORDERED in Chambers at Delray, Palm Beach County, Florida, on this ____ day of _____, 2012.

Estate must be closed 12 months from the date of order

SIGNED & DATED
OCT 0 2 2012

Circuit Judge JUDGE JAMES L. MARTZ

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IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON L. BERNSTEIN, File No. _____

Deceased.

ORDER ADMITTING WILL TO PROBATE AND APPOINTING PERSONAL REPRESENTATIVE

The instrument presented to this court as the Last Will of Simon L. Bernstein, deceased, having been executed in conformity with law, and made self-proved by the acknowledgment of the decedent and the affidavits of the witnesses, each made before an officer authorized to administer oaths and evidenced by the officer's certificate attached to or following the will in the form required by law, and no objection having been made to its probate, and the court finding that the decedent died on September 13, 2012, and that Robert L. Spallina and Donald R. Tescher are qualified under the laws of the State of Florida to serve as co-personal representatives, it is

ADJUDGED that the Will dated July 25, 2012, and attested by Robert L. Spallina and Kimberly Moran as subscribing and attesting witnesses, is admitted to probate according to law as the Last Will of the decedent, and it is further

ADJUDGED that Robert L. Spallina and Donald R. Tescher are appointed as co-personal representatives of the estate of the decedent, and that upon taking the prescribed oath, filing designation of resident agent and acceptance, and entering into bond in the sum of $ -0-, Letters of Administration shall be issued.

ORDERED on _____.

Estate must be closed 12 months from the date of order

SIGNED & DATED

OCT 0 2 2012

_____

Circuit Judge **JUDGE JAMES L. MARTZ**

cc: Robert L. Spallina, Esquire

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Text Revised October 1, 1998

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IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SIMON L. BERNSTEIN, Deceased.

PROBATE DIVISION

File No. _____

OATH OF PERSONAL REPRESENTATIVE
DESIGNATION OF RESIDENT AGENT, AND ACCEPTANCE

STATE OF FLORIDA
COUNTY OF PALM BEACH

I, DONALD R. TESCHER (Affiant), state under oath that:

1. I have been appointed co-personal representative of the estate of SIMON L. BERNSTEIN, deceased.

2. I will faithfully administer the estate of the decedent according to law.

3. My place of residence is 2600 Whispering Oaks Lane, Delray Beach, FL 33445, and my post office address is 4855 Technology Way, Suite 720, Boca Raton, FL 33431.

4. I designate myself, a member of The Florida Bar, a resident of Broward County, Florida, whose place of residence is 2600 Whispering Oaks Lane, Delray Beach, FL 33445, and whose post office address is 4855 Technology Way, Suite 720, Boca Raton, Florida 33431, together with my partner, ROBERT L. SPALLINA, ESQ., a member of The Florida Bar, a resident of Palm Beach County, Florida, whose place of residence is 7387 Wisteria Avenue, Parkland, Florida 33076, and whose post office address is 4855 Technology Way, Suite 720, Boca Raton, Florida 33431, as agents for the service of process or notice in any action against us, either in our representative capacity, or personally, if the personal action accrued in the administration of the estate.

DONALD R. TESCHER, Affiant

Sworn to and subscribed to before me on October 1, 2012 by Affiant, who is personally known to me _____ or who produced _____ as identification.

(Affix Notarial Seal)

KIMBERLY MORAN
MY COMMISSION EXPIRES
April 28, 2016
#EE 156021
Bonded thru Notary Public Underwriters
NOTARY PUBLIC STATE OF FLORIDA

Notary Public State of Florida

Bar Form No. P-3.0600
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Reviewed October 1, 1998

ACCEPTANCE

I CERTIFY that I am a permanent resident of Broward County, Florida, residing at the place indicated above. I hereby accept the foregoing designation as Resident Agent.

Signed on Oct. 1, 2012.

DONALD R. TESCHER, Resident Agent

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IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF
SIMON L. BERNSTEIN,
Deceased.

PROBATE DIVISION
File No. _____

OATH OF PERSONAL REPRESENTATIVE
DESIGNATION OF RESIDENT AGENT, AND ACCEPTANCE

STATE OF FLORIDA
COUNTY OF PALM BEACH

I, ROBERT L. SPALLINA (Affiant), state under oath that:

1. I have been appointed co-personal representative of the estate of SIMON L. BERNSTEIN, deceased.

2. I will faithfully administer the estate of the decedent according to law.

3. My place of residence is 7387 Wisteria Avenue, Parkland, FL 33076, and my post office address is 4855 Technology Way, Suite 720, Boca Raton, FL 33431.

4. I designate myself, a member of The Florida Bar, a resident of Broward County, Florida, whose place of residence is 7387 Wisteria Avenue, Parkland, Florida 33076, and whose post office address is 4855 Technology Way, Suite 720, Boca Raton, Florida 33431, together with my partner, DONALD R. TESCHER, ESQ., a member of The Florida Bar, a resident of Palm Beach County, Florida, whose place of residence is 2600 Whispering Oaks Lane, Delray Beach, FL 33445 and whose post office address is 4855 Technology Way, Suite 720, Boca Raton, Florida 33431, as agents for the service of process or notice in any action against us, either in our representative capacity, or personally, if the personal action accrued in the administration of the estate.

ROBERT L. SPALLINA, Affiant

Sworn to and subscribed to before me on September 28, 2012 by Affiant, who is personally known to me _____ or who produced _____ as identification.

(Affix Notarial Seal)

KIMBERLY MORAN
MY COMMISSION EXPIRES
April 28, 2016
#EE 156021
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Kimberly Moran
Notary Public State of Florida

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ACCEPTANCE

I CERTIFY that I am a permanent resident of Broward County, Florida, residing at the place indicated above. I hereby accept the foregoing designation as Resident Agent.

Signed on 9/29, 2012.

ROBERT L. SPALLINA, Resident Agent

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IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION 12

SIMON L. BERNSTEIN, File No. 502012CP004391 XXXXSB

Deceased.

COPY
SOUTH COUNTY BRANCH OFFICE
ORIGINAL RECEIVED
OCT - 2 2012
SHARON R. BOCK
CLERK & COMPTROLLER
PALM BEACH COUNTY

PETITION FOR ADMINISTRATION
(testate Florida resident)

Petitioners, ROBERT L. SPALLINA and DONALD R. TESCHER, allege:

1. Petitioners have an interest in the above estate as the named co-personal representatives under the decedent's Will. The Petitioner's addresses are 7387 Wisteria Avenue, Parkland, FL 33076 and 2600 Whispering Oaks Lane, Delray Beach, FL 33445, respectively, and the name and office address of petitioners' attorney is set forth at the end of this Petition.

2. Decedent, SIMON L. BERNSTEIN, whose last known address was 7020 Lions Head Lane, Boca Raton, Florida 33496, whose age was 76, and whose social security number is xxx-xx-5211, died on September 13, 2012, at his home at 7020 Lions Head Lane, Boca Raton, Florida 33496, and on the date of death decedent was domiciled in Palm Beach County, Florida.

3. So far as is known, the names of the beneficiaries of this estate and of decedent's surviving spouse, if any, their addresses and relationship to decedent, and the dates of birth of any who are minors, are:

NAME	ADDRESS	RELATIONSHIP	BIRTH DATE (if Minor)
Ted S. Bernstein	880 Berkeley Street Boca Raton, FL 33487	son	adult
Pamela B. Simon	950 North Michigan Ave. Suite 2603 Chicago, IL 60606	daughter	adult
Eliot Bernstein	2753 NW 34th St. Boca Raton, FL 33434	son	adult
Jill Iantoni	2101 Magnolia Lane Highland Park, IL 60035	daughter	adult

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Lisa S. Friedstein	2142 Churchill Lane Highland Park, IL 60035	daughter	adult
Robert L. Spallina and Donald R. Tescher, co-Trustees of the Simon L. Bernstein Amended and Restated Trust Agreement dated July 25, 2012	4855 Technology Way, Suite 720 Boca Raton, FL 33431	Trust	

4. Venue of this proceeding is in this county because decedent was a resident of Palm Beach County at the time of his death.

5. Robert L. Spallina and Donald R. Tescher, whose addresses are listed above, and who are qualified under the laws of the State of Florida to serve as co-personal representatives of the decedent's estate are entitled to preference in appointment as co-personal representatives because they are the persons designated to serve as co-personal representatives under the decedent's Will.

6. The nature and approximate value of the assets in this estate are: tangible and intangible assets with an approximate value of less than $ Unknown .

7. This estate will not be required to file a federal estate tax return.

8. The original of the decedent's last will, dated July 25, 2012, is being filed simultaneously with this Petition with the Clerk of the Court for Palm Beach County, Florida.

9. Petitioner is unaware of any unrevoked will or codicil of decedent other than as set forth in paragraph 8.

Petitioner requests that the decedent's Will be admitted to probate and that Robert L. Spallina and Donald R. Tescher be appointed as co-personal representatives of the estate of the decedent.

Under penalties of perjury, we declare that we have read the foregoing Petition for Administration, and the facts alleged are true, to the best of our knowledge and belief.

Signed on Oct. 1, 2012.

Respectfully Submitted,
TESCHER & SPALLINA, P.A.

By: _____
ROBERT L. SPALLINA, ESQUIRE
Attorney for Petitioner
Florida Bar No. 0497381
4855 Technology Way, Ste. 720
Boca Raton, FL 33431
561-997-7008
Email: rspallina@tescherspallina.com

_____
Robert L. Spallina, Petitioner

_____
Donald R. Tescher, Petitioner

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STATE OF FLORIDA

THIS DOCUMENT HAS A LIGHT BLUE BACKGROUND ON THE WATERMARKED PAPER ... STATE OF FLORIDA WATERMARK.

OFFICE of VITAL STATISTICS

VOID IF ALTERED OR ERASED

CERTIFICATION OF DEATH

STATE FILE NUMBER: 2012256765

DATE ISSUED: September 18, 2012

STATE FILE DATE: September 17, 2012

DECEDENT INFORMATION

NAME: **SIMON LEON BERNSTEIN**

DATE OF DEATH: **September 13, 2012** SEX: **MALE** AGE: **076 YEARS**

DATE OF BIRTH: **December 2, 1935** SSN: **371-32-5211**

BIRTHPLACE: **FLINT, MICHIGAN**

PLACE WHERE DEATH OCCURRED: **INPATIENT**

FACILITY NAME OR STREET ADDRESS: **DELRAY MEDICAL CENTER**

LOCATION OF DEATH: **DELRAY BEACH, PALM BEACH COUNTY**

SURVIVING SPOUSE, DECEDENT'S RESIDENCE AND HISTORY INFORMATION

MARITAL STATUS: **WIDOWED**

SPOUSE: **NONE**

RESIDENCE: **7020 LIONS HEAD LANE, BOCA RATON, FLORIDA 33496**

COUNTY: **PALM BEACH**

OCCUPATION, INDUSTRY: **SALES, LIFE INSURANCE**

RACE: _X_White ___Black or African American ___Asian Indian ___Chinese ___Filipino ___Native Hawaiian
___American Indian or Alaskan Native--Tribe: ___Japanese ___Korean ___Vietnamese
___Guamian or Chamorro ___Samoan ___Other Pacific Isl:
___Other Asian: ___Other: ___Unknown

HISPANIC OR HAITIAN ORIGIN? **NO, NOT OF HISPANIC/HAITIAN ORIGIN**

EDUCATION: **HIGH SCHOOL GRADUATE OR GED** EVER IN U.S. ARMED FORCES? **NO**

PARENTS AND INFORMANT INFORMATION

FATHER: **THEODORE BERNSTEIN**

MOTHER: **NORA UNKNOWN**

INFORMANT: **TED STUART BERNSTEIN**

RELATIONSHIP TO DECEDENT: **SON**

INFORMANT'S ADDRESS: **880 Berkley Street, BOCA RATON, FLORIDA 33487**

PLACE OF DISPOSITION AND FUNERAL FACILITY INFORMATION

PLACE OF DISPOSITION: **THE GARDENS MEMORIAL PARK**
BOCA RATON, FLORIDA

METHOD OF DISPOSITION: **ENTOMBMENT**

FUNERAL DIRECTOR/LICENSE NUMBER: **GARRETT JACOBS, F019844**

FUNERAL FACILITY: **BOCA RATON FUNERAL HOME F040152**
19785 HAMPTON DRIVE, BOCA RATON, FLORIDA 33434

CERTIFIER INFORMATION

TYPE OF CERTIFIER: **MEDICAL EXAMINER** MEDICAL EXAMINER CASE NUMBER: **121500913**

TIME OF DEATH (24 hr): **0227**

CERTIFIER'S NAME: **MICHAEL D BELL**

CERTIFIER'S LICENSE NUMBER: **ME54359**

NAME OF ATTENDING PHYSICIAN (If other than Certifier): **NOT ENTERED**

THE ABOVE SIGNATURE CERTIFIES THAT THIS IS A TRUE AND CORRECT COPY OF THE OFFICIAL RECORD ON FILE IN THIS OFFICE. State Registrar

REQ: **2013124648**

WARNING: THIS DOCUMENT IS PRINTED OR PHOTOCOPIED ON SECURITY PAPER WITH WATERMARKS OF THE GREAT SEAL OF THE STATE OF FLORIDA. DO NOT ACCEPT WITHOUT VERIFYING THE PRESENCE OF THE WATERMARKS. THE DOCUMENT FACE CONTAINS A MULTICOLORED BACKGROUND, GOLD EMBOSSED SEAL, AND THERMOCHROMIC FL. THE BACK CONTAINS SPECIAL LINES WITH TEXT.

GREAT SEAL OF THE STATE OF FLORIDA IN GOD WE TRUST

* 2 8 3 6 6 0 6 0 *

DH FORM 1946 (04-10)

CERTIFICATION OF VITAL RECORD

FLORIDA DEPARTMENT OF HEALTH

TS004295

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WILL OF

SIMON L. BERNSTEIN

COPY
SOUTH COUNTY BRANCH OFFICE
ORIGINAL RECEIVED
OCT - 2 2012
SHARON R. BOCK
CLERK & COMPTROLLER
PALM BEACH COUNTY

Prepared by:

Tescher & Spallina, P.A.
4855 Technology Way, Suite 720, Boca Raton, Florida 33431
(561) 997-7008
www.tescherspallina.com

WILL OF

SIMON L. BERNSTEIN

I, SIMON L. BERNSTEIN, of Palm Beach County, Florida, hereby revoke all my prior Wills and Codicils and make this Will. I am a widower, but in the event that I marry subsequent to the execution of this Will, I specifically make no provision for my spouse. My children are TED S. BERNSTEIN, PAMELA B. SIMON, ELIOT BERNSTEIN, JILL IANTONI and LISA S. FRIEDSTEIN.

ARTICLE I. TANGIBLE PERSONAL PROPERTY

I give such items of my tangible personal property to such persons as I may designate in a separate written memorandum prepared for this purpose. I give to my children who survive me, divided among them as they agree, or if they fail to agree, divided among them by my Personal Representatives in as nearly equal shares as practical my personal effects, jewelry, collections, household furnishings and equipment, automobiles and all other non-business tangible personal property other than cash, not effectively disposed of by such memorandum, and if no child of mine survives me, this property shall pass with the residue of my estate.

ARTICLE II. EXERCISE OF POWER OF APPOINTMENT

Under Subparagraph E.1. of Article II. of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008, (the "***Shirley Trust***"), I was granted a special power of appointment upon my death to direct the disposition of the remaining assets of the Marital Trust and the Family Trust established under the Shirley Trust. Pursuant to the power granted to me under the Shirley Trust, upon my death, I hereby direct the then serving Trustees of the Marital Trust and the Family Trust to divide the remaining trust assets into equal shares for my then living grandchildren and distribute said shares to the then serving Trustees of their respective trusts established under Subparagraph II.B. of my Existing Trust, as referenced below, and administered pursuant to Subparagraph II.C. thereunder.

ARTICLE III. RESIDUE OF MY ESTATE

I give all the residue of my estate, including my homestead, to the Trustee then serving under my revocable Trust Agreement dated May 20, 2008, as amended and restated from time to time and on even date herewith (the "***Existing Trust***"), as Trustee without bond, but I do not exercise any powers of appointment held by me except as provided in Article II., above, and in the later paragraph titled "Death Costs." The residue shall be added to and become a part of the Existing Trust, and shall be held under

the provisions of said Agreement in effect at my death, or if this is not permitted by applicable law or the Existing Trust is not then in existence, under the provisions of said Agreement as existing today. If necessary to give effect to this gift, but not otherwise, said Agreement as existing today is incorporated herein by reference.

ARTICLE IV. PERSONAL REPRESENTATIVES

1. **Appointment and Bond.** I appoint ROBERT L. SPALLINA and DONALD R. TESCHER to serve together as my co-Personal Representatives, or either of them alone as Personal Representative if either of them is unable to serve (the "***fiduciary***"). Each fiduciary shall serve without bond and have all of the powers, privileges and immunities granted to my fiduciary by this Will or by law, provided, however, that my fiduciary shall exercise all powers in a fiduciary capacity.

2. **Powers of Personal Representatives.** My fiduciary may exercise its powers without court approval. No one dealing with my fiduciary need inquire into its authority or its application of property. My fiduciary shall have the following powers:

a. Investments. To sell or exchange at public or private sale and on credit or otherwise, with or without security, and to lease for any term or perpetually, any property, real and personal, at any time forming a part of my probate estate (the "***estate***"); to grant and exercise options to buy or sell; to invest or reinvest in real or personal property of every kind, description and location; and to receive and retain any such property whether originally a part of the estate, or subsequently acquired, even if a fiduciary is personally interested in such property, and without liability for any decline in the value thereof; all without limitation by any statutes or judicial decisions, whenever enacted or announced, regulating investments or requiring diversification of investments.

b. Distributions or Divisions. To distribute directly to any beneficiary who is then entitled to distribution under the Existing Trust; to make any division or distribution pro rata or non-pro rata, in cash or in kind; and to allocate undivided interests in property and dissimilar property (without regard to its tax basis) to different shares, and to make any distribution to a minor or any other incapacitated person directly to such person, to his or her legal representative, to any person responsible for or assuming his or her care, or in the case of a minor to an adult person or an eligible institution (including a fiduciary) selected by my fiduciary as custodian for such minor under the Uniform Transfers to Minors Act or similar provision of law. The receipt of such payee is a complete release to the fiduciary.

c. Management. To manage, develop, improve, partition or change the character of or abandon an asset or interest in property at any time; and to make ordinary and extraordinary repairs, replacements, alterations and improvements, structural or otherwise.

d. Borrowing. To borrow money from anyone on commercially reasonable terms, including a fiduciary, beneficiaries and other persons who may have a direct or indirect interest in the

estate; and to mortgage, margin, encumber and pledge real and personal property of the estate as security for the payment thereof, without incurring any personal liability thereon and to do so for a term within or extending beyond the terms of the estate and to renew, modify or extend existing borrowing on similar or different terms and with the same or different security without incurring any personal liability; and such borrowing from my fiduciary may be with or without interest, and may be secured with a lien on the estate assets or any beneficiary's interest in said assets.

e. Lending. To extend, modify or waive the terms of any obligation, bond or mortgage at any time forming a part of the estate and to foreclose any such mortgage; accept a conveyance of encumbered property, and take title to the property securing it by deed in lieu of foreclosure or otherwise and to satisfy or not satisfy the indebtedness securing said property; to protect or redeem any such property from forfeiture for nonpayment of taxes or other lien; generally, to exercise as to such bond, obligation or mortgage all powers that an absolute owner might exercise; and to loan funds to beneficiaries at commercially reasonable rates, terms and conditions.

f. Abandonment of Property. To abandon any property or asset when it is valueless or so encumbered or in such condition that it is of no benefit to the estate. To abstain from the payment of taxes, liens, rents, assessments, or repairs on such property and/or permit such property to be lost by tax sale, foreclosure or other proceeding or by conveyance for nominal or no consideration to anyone including a charity or by escheat to a state; all without personal liability incurred therefor.

g. Real Property Matters. To subdivide, develop or partition real estate; to dedicate the same to public use; to make or obtain the location of any plats; to adjust boundaries; to adjust differences in valuations on exchange or partition by giving or receiving consideration; and, to grant easements with or without consideration as they may determine; and to demolish any building, structures, walls and improvements, or to erect new buildings, structures, walls and improvements and to insure against fire and other risks.

h. Claims. To enforce, compromise, adjust, arbitrate, release or otherwise settle or pay any claims or demands by or against the estate.

i. Business Entities. To deal with any business entity or enterprise even if a fiduciary is or may be a fiduciary of or own interests in said business entity or enterprise, whether operated in the form of a corporation, partnership, business trust, limited liability company, joint venture, sole proprietorship, or other form (all of which business entities and enterprises are referred to herein as "***Business Entities***"). I vest the fiduciary with the following powers and authority in regard to Business Entities:

i. To retain and continue to operate a Business Entity for such period as the fiduciary deems advisable;

ii. To control, direct and manage the Business Entities. In this connection, the fiduciary, in its sole discretion, shall determine the manner and extent of its active participation in the

operation and may delegate all or any part of its power to supervise and operate to such person or persons as the fiduciary may select, including any associate, partner, officer or employee of the Business Entity;

iii. To hire and discharge officers and employees, fix their compensation and define their duties; and similarly to employ, compensate and discharge agents, attorneys, consultants, accountants, and such other representatives as the fiduciary may deem appropriate; including the right to employ any beneficiary or fiduciary in any of the foregoing capacities;

iv. To invest funds in the Business Entities, to pledge other assets of the estate or a trust as security for loans made to the Business Entities, and to lend funds from my estate or a trust to the Business Entities;

v. To organize one or more Business Entities under the laws of this or any other state or country and to transfer thereto all or any part of the Business Entities or other property of my estate or a trust, and to receive in exchange such stocks, bonds, partnership and member interests, and such other securities or interests as the fiduciary may deem advisable;

vi. To treat Business Entities as separate from my estate or a trust. In a fiduciary's accounting to any beneficiary, the fiduciary shall only be required to report the earnings and condition of the Business Entities in accordance with standard business accounting practice;

vii. To retain in Business Entities such net earnings for working capital and other purposes of the Business Entities as the fiduciary may deem advisable in conformity with sound business practice;

viii. To sell or liquidate all or any part of the Business Entities at such time and price and upon such terms and conditions (including credit) as the fiduciary may determine. My fiduciary is specifically authorised and empowered to make such sale to any person, including any partner, officer, or employee of the Business Entities, a fiduciary, or to any beneficiary; and

ix. To guaranty the obligations of the Business Entities, or pledge assets of the estate or a trust to secure such a guaranty.

j. Life Insurance. With respect to any life insurance policies constituting an asset of the estate to pay premiums; to apply dividends in reduction of such premiums; to borrow against the cash values thereof; to convert such policies into other forms of insurance including paid-up insurance; to exercise any settlement options provided in any such policies; to receive the proceeds of any policy upon its maturity and to administer such proceeds as a part of the principal of the estate or trust; and in general, to exercise all other options, benefits, rights and privileges under such policies; provided, however, no fiduciary other than a sole fiduciary may exercise any incidents of ownership with respect to policies of insurance insuring the fiduciary's own life.

k. Reimbursement. To reimburse itself from the estate for all reasonable expenses incurred in the administration thereof.

l. Voting. To vote and give proxies, with power of substitution to vote, stocks, bonds and other securities, or not to vote a security.

m. Ancillary Administration. To appoint or nominate, and replace with or without cause, any persons or corporations, including itself, as ancillary administrators to administer property in other jurisdictions, with the same powers, privileges and immunities as my fiduciary and without bond.

n. Tax Elections. To file tax returns, and to exercise all tax-related elections and options at their discretion, without compensating adjustments or reimbursements between any accounts or any beneficiaries.

3. **Survivorship.** A beneficiary is not deemed to survive me unless he or she survives me by five days.

4. **Death Costs.** My fiduciary shall pay (a) from the residuary estate my debts which are allowed as claims against my estate, (b) from the residuary estate my funeral expenses without regard to legal limitations, (c) from the residuary estate the expenses of administering my estate and (d) from the residuary estate other than the portion of the residuary estate qualifying for the marital deduction under the laws then in effect, without apportionment, all estate, inheritance and succession taxes (excluding generation-skipping taxes other than with respect to direct skips), and interest and penalties thereon, due because of my death and attributable to all property whether passing under this Will or otherwise and not required by the terms of the Existing Trust to be paid out of said trust. However, such taxes, penalties and interest payable out of my residuary estate shall not include taxes, penalties and interest attributable to (i) property over which I have a power of appointment granted to me by another person, (ii) qualified terminable interest property held in a trust of which I was the income beneficiary at the time of my death (other than qualified terminable interest property held in a trust for which an election was made under Code Section 2652(a)(3)), and (iii) life insurance proceeds on policies insuring my life which proceeds are not payable to my probate estate. My fiduciary shall not be reimbursed for any such payment from any person or property. However, my fiduciary in its discretion may direct that part or all of said death costs shall be paid by my Trustee as provided in the Existing Trust, and shall give such direction to the extent necessary so that the gifts made in Article I of this Will and the gifts made in any codicil hereto shall not be reduced by said death costs. If the amount of the above-described taxes, and interest and penalties arising by reason of my death (without regard to where payable from under the terms of this paragraph or applicable law) is increased because of the power of appointment granted to me under Subparagraph II.E.1. of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008, I hereby appoint to my probate estate from the property subject to such power (to the extent allowable under such power) the amount of such increase (calculating such increase at the highest applicable marginal rates) and exercise such power to this extent only, and notwithstanding the other provisions of this paragraph further direct my fiduciary to make payment of such increase in taxes,

interest and penalties to the appropriate taxing authorities from the appointed property or the proceeds thereof . Any trustee holding such appointive property may pay to my fiduciary the amount which my fiduciary certifies as due under this paragraph and is not responsible for the correctness or application of amounts so paid.

5. **Reimbursement for Debts and Expenses**. My fiduciary shall promptly reimburse my friends and members of my family who have disbursed their own funds for the payment of any debts, funeral expenses or costs of administration of my estate.

6. **Expenses of Handling Tangible Personal Property**. All expenses incurred by my fiduciary during the settlement of my estate in appraising, storing, packing, shipping, delivering or insuring an article of tangible personal property passing under this Will shall be charged as an expense of administering my estate.

7. **Dealing with Estate**. Each fiduciary may act under this Will even if interested in my estate in an individual capacity, as a fiduciary of another estate or trust (including any trust identified in this Will or created under the Existing Trust) or in any other capacity. Each fiduciary may in good faith buy from, sell to, lend funds to or otherwise deal with my estate.

8. **Spouse**. The term "*spouse*" herein means, as to a designated individual, the person to whom that individual is from time to time married.

9. **Other Beneficiary Designations**. Except as otherwise explicitly and with particularity provided herein, (a) no provision of this Will shall revoke or modify any beneficiary designation of mine made by me and not revoked by me prior to my death under any individual retirement account, other retirement plan or account, or annuity or insurance contract, (b) I hereby reaffirm any such beneficiary designation such that any assets held in such account, plan, or contract shall pass in accordance with such designation, and (c) regardless of anything herein to the contrary, any of such assets which would otherwise pass pursuant to this Will due to the beneficiary designation not having met the requirements for a valid testamentary disposition under applicable law or otherwise shall be paid as a gift made hereunder to the persons and in the manner provided in such designation which is incorporated herein by this reference.

[remainder of page intentionally left blank]

I have published and signed this instrument as my Will at Boca Raton, Florida, on the 24 day of July, 2012.

SIMON L. BERNSTEIN

This instrument, consisting of this page numbered 7 and the preceding typewritten pages, was signed, sealed, published and declared by the Testator to be the Testator's Will in our presence, and at the Testator's request and in the Testator's presence, and in the presence of each other, we have subscribed our names as witnesses at Boca Raton, Florida on this 27 day of July, 2012.

[Witness Signature] residing at ROBERT L. SPALLINA 7387 WISTERIA AVENUE PARKLAND, FL 33076 [Witness Address]

[Witness Address]

Kimberly Moran [Witness Signature] residing at Kimberly Moran 6362 Las Flores Drive Boca Raton, FL 33433 [Witness Address]

[Witness Address]

State Of Florida

SS.

County Of Palm Beach

I, SIMON L. BERNSTEIN, declare to the officer taking my acknowledgment of this instrument, and to the subscribing witnesses, that I signed this instrument as my will.

SIMON L. BERNSTEIN, Testator

We, Robert L. Spallina and Kimberly Moran, have been sworn by the officer signing below, and declare to that officer on our oaths that the Testator declared the instrument to be the Testator's will and signed it in our presence and that we each signed the instrument as a witness in the presence of the Testator and of each other.

Witness

Kimberly Moran

Witness

Acknowledged and subscribed before me, by the Testator, SIMON L. BERNSTEIN, who is personally known to me or who has produced _____ (*state type of identification*) as identification, and sworn to and subscribed before me by the witnesses, Robert L. Spallina, who is personally known to me or who has produced _____ (*state type of identification*) as identification, and Kimberly Moran, who is personally known to me or who has produced _____ (*state type of identification*) as identification, and subscribed by me in the presence of SIMON L. BERNSTEIN and the subscribing witnesses, all on this 25 day of July, 2012.

Signature - Notary Public-State of Florida

[Seal with Commission Expiration Date]

Lindsay Baxley

Print, type or stamp name of Notary Public

NOTARY PUBLIC-STATE OF FLORIDA
Lindsay Baxley
Commission # EE092282
Expires: MAY 10, 2015
BONDED THRU ATLANTIC BONDING CO., INC.

TS004306

Legacy Bank of Florida 2657
Bernstein Family Realty

Mail @ Legacybank fl. com

LEGACY BANK OF FLORIDA
2300 GLADES RD SUITE 140W
BOCA RATON FL 33431

PAGE: 1
ACCOUNT: 10002657 10/31/2011
DOCUMENTS: 8

TELEPHONE:561-347-1970

000047

BERNSTEIN FAMILY REALTY LLC 30
950 PENINSULA CORP. CRL #3010 0
BOCA RATON FL 33487 8

BUSINESS CHECKING ACCOUNT 10002657

		LAST STATEMENT 09/30/11	1,715.99
MINIMUM BALANCE	1,304.20	2 CREDITS	10,000.00
AVERAGE BALANCE	3,067.19	13 DEBITS	9,132.49
		THIS STATEMENT 10/31/11	2,583.50

OTHER CREDITS

DESCRIPTION	DATE	AMOUNT
5152947/Incoming Wire Transfer/BERNSTEIN FAMILY INVESTMENT LLLP/OS1 OF 11/10/03	10/03	6,000.00
5212591/Incoming Wire Transfer/SIMON BERNSTEIN/OS1 OF 11/10/14	10/14	4,000.00

CHECKS

CHECK #..DATE	AMOUNT	CHECK #..DATE	AMOUNT	CHECK #..DATE	AMOUNT
603*10/06	100.00	607 10/20	650.00	995268 10/03	73.45
605 10/03	125.00	608*10/17	120.00	995269 10/25	80.00
606 10/11	180.00	610*10/24	52.50		

(*) INDICATES A GAP IN CHECK NUMBER SEQUENCE

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
Saint Andrew's FACTS 000000002776360	10/05	5,933.34
FP&L ONLINE PMT CKF759467605POS	10/19	598.67
C.M. LAWN SERVIC ONLINE PMT CKF759467605POS	10/21	150.00
CITY OF BOCA RAT ONLINE PMT CKF759467605POS	10/21	176.53
SAINT ANDREWS SC ONLINE PMT CKF759467605POS	10/21	893.00

* * * C O N T I N U E D * * *

LEGACY BANK OF FLORIDA
2300 GLADES RD SUITE 140W
BOCA RATON FL 33431

PAGE: 2
ACCOUNT: 10002657 10/31/2011
DOCUMENTS: 8

TELEPHONE:561-347-1970

BERNSTEIN FAMILY REALTY LLC

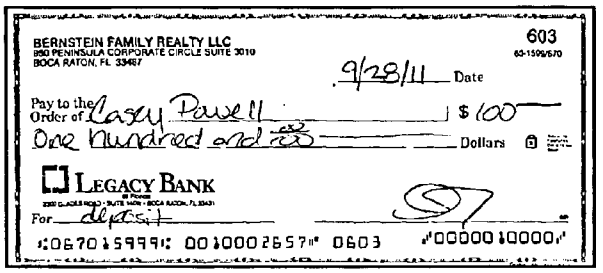
BUSINESS CHECKING ACCOUNT 10002657

- - - ITEMIZATION OF OVERDRAFT AND RETURNED ITEM FEES - - -

	TOTAL FOR THIS PERIOD	TOTAL YEAR TO DATE
TOTAL OVERDRAFT FEES:	.00	105.00
TOTAL RETURNED ITEM FEES:	.00	.00

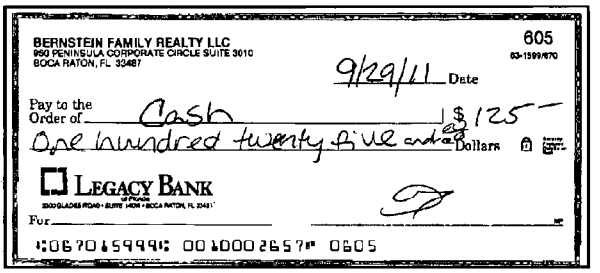
- - - - - - - - DAILY BALANCE - - - - - - - -

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
10/03	7,517.54	10/14	5,304.20	10/21	2,716.00
10/05	1,584.20	10/17	5,184.20	10/24	2,663.50
10/06	1,484.20	10/19	4,585.53	10/25	2,583.50
10/11	1,304.20	10/20	3,935.53		



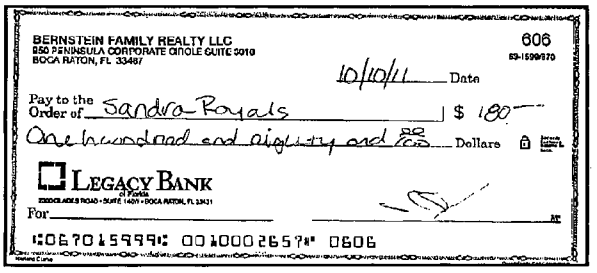
BERNSTEIN FAMILY REALTY LLC
950 PENINSULA CORPORATE CIRCLE SUITE 3010
BOCA RATON, FL 33487
603
63-1599/670
9/28/11 Date
Pay to the Order of Casey Powell $ 100
One hundred and 00/100 Dollars
LEGACY BANK of Florida
For deposit
⑆067015999⑆ 0010002657⑈ 0603 ⑈0000010000⑈

#603 Posted 10/06/11 $100.00



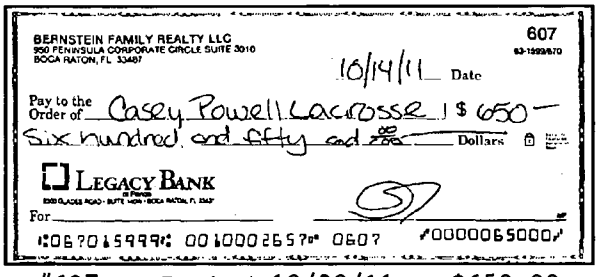
BERNSTEIN FAMILY REALTY LLC
950 PENINSULA CORPORATE CIRCLE SUITE 3010
BOCA RATON, FL 33487
605
63-1599/670
9/29/11 Date
Pay to the Order of Cash $ 125
One hundred twenty five and 00/100 Dollars
LEGACY BANK of Florida
For
⑆067015999⑆ 0010002657⑈ 0605

#605 Posted 10/03/11 $125.00



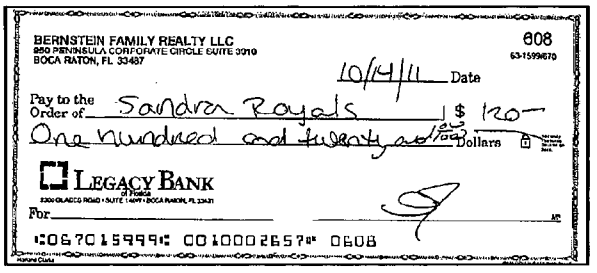
BERNSTEIN FAMILY REALTY LLC
950 PENINSULA CORPORATE CIRCLE SUITE 3010
BOCA RATON, FL 33487
606
63-1599/670
10/10/11 Date
Pay to the Order of Sandra Royals $ 180
One hundred and eighty and 00/100 Dollars
LEGACY BANK of Florida
For
⑆067015999⑆ 0010002657⑈ 0606

#606 Posted 10/11/11 $180.00



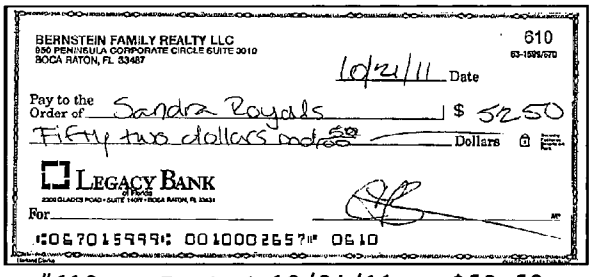
BERNSTEIN FAMILY REALTY LLC
950 PENINSULA CORPORATE CIRCLE SUITE 3010
BOCA RATON, FL 33487
607
63-1599/670
10/14/11 Date
Pay to the Order of Casey Powell Lacrosse $ 650
Six hundred and fifty and 00/100 Dollars
LEGACY BANK of Florida
For
⑆067015999⑆ 0010002657⑈ 0607 ⑈0000065000⑈

#607 Posted 10/20/11 $650.00



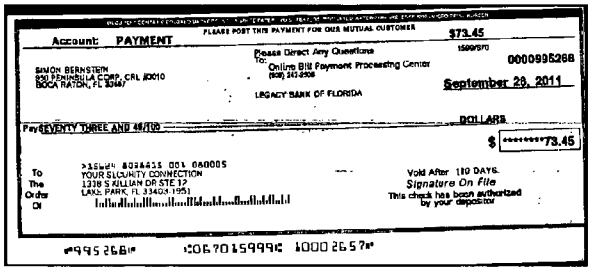
BERNSTEIN FAMILY REALTY LLC
950 PENINSULA CORPORATE CIRCLE SUITE 3010
BOCA RATON, FL 33487
608
63-1599/670
10/14/11 Date
Pay to the Order of Sandra Royals $ 120
One hundred and twenty and 00/100 Dollars
LEGACY BANK of Florida
For
⑆067015999⑆ 0010002657⑈ 0608

#608 Posted 10/17/11 $120.00



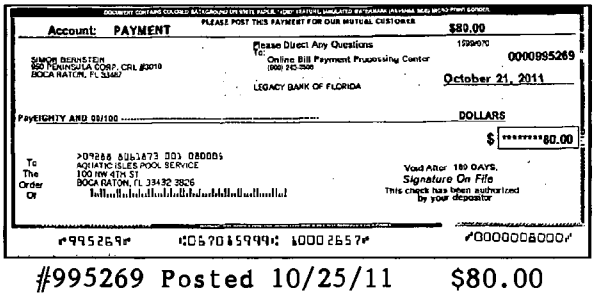
BERNSTEIN FAMILY REALTY LLC
950 PENINSULA CORPORATE CIRCLE SUITE 3010
BOCA RATON, FL 33487
610
63-1599/670
10/21/11 Date
Pay to the Order of Sandra Royals $ 52.50
Fifty two dollars and 50/100 Dollars
LEGACY BANK of Florida
For
⑆067015999⑆ 0010002657⑈ 0610

#610 Posted 10/24/11 $52.50



Account: PAYMENT
PLEASE POST THIS PAYMENT FOR OUR MUTUAL CUSTOMER
$73.45
Please Direct Any Questions To: Online Bill Payment Processing Center
1599/670
0000995268
SIMON BERNSTEIN
950 PENINSULA CORP. CRL #3010
BOCA RATON, FL 33487
September 28, 2011
LEGACY BANK OF FLORIDA
Pay SEVENTY THREE AND 45/100 DOLLARS
$ ********73.45
To The Order Of
>1568# 8038435 001 080005
YOUR SECURITY CONNECTION
1338 S KILLIAN DR STE 12
LAKE PARK, FL 33403-1951
Void After 180 DAYS.
Signature On File
This check has been authorized by your depositor
⑈995268⑈ ⑆067015999⑆ 10002657⑈

#995268 Posted 10/03/11 $73.45



Account: PAYMENT
PLEASE POST THIS PAYMENT FOR OUR MUTUAL CUSTOMER
$80.00
Please Direct Any Questions To: Online Bill Payment Processing Center
1599/670
0000995269
SIMON BERNSTEIN
950 PENINSULA CORP. CRL #3010
BOCA RATON, FL 33487
October 21, 2011
LEGACY BANK OF FLORIDA
Pay EIGHTY AND 00/100 DOLLARS
$ ********80.00
To The Order Of
>09288 8061873 001 080005
AQUATIC ISLES POOL SERVICE
100 NW 4TH ST
BOCA RATON, FL 33432 3826
Void After 180 DAYS.
Signature On File
This check has been authorized by your depositor
⑈995269⑈ ⑆067015999⑆ 10002657⑈ ⑈0000008000⑈

#995269 Posted 10/25/11 $80.00

LEGACY BANK OF FLORIDA
2300 GLADES RD SUITE 140W
BOCA RATON FL 33431

PAGE: 1
ACCOUNT: 10002657 08/31/2012
DOCUMENTS: 10

TELEPHONE:561-347-1970

000027

BERNSTEIN FAMILY REALTY LLC
950 PENINSULA CORP. CRL #3010
BOCA RATON FL 33487

30
0
10

BUSINESS CHECKING ACCOUNT 10002657

		LAST STATEMENT 07/31/12	2,950.29
MINIMUM BALANCE	76.01	2 CREDITS	12,000.00
AVERAGE BALANCE	2,078.25	16 DEBITS	9,002.28
		THIS STATEMENT 08/31/12	5,948.01

OTHER CREDITS

DESCRIPTION	DATE	AMOUNT
7001872/Incoming Wire Transfer/SIMON BERNSTEIN/OS1 OF 12/08/06	08/06	6,000.00
7171104/Incoming Wire Transfer/SIMON BERNSTEIN/OS1 OF 12/08/30	08/30	6,000.00

CHECKS

CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT
683 08/13 180.00	995320 08/03 135.00	995325 08/28 80.00
684*08/17 180.00	995321 08/01 79.75	995326 08/30 128.00
686*08/22 275.00	995322 08/02 33.00	
688*08/29 175.50	995323*08/09 128.00	

(*) INDICATES A GAP IN CHECK NUMBER SEQUENCE

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
FP&L ONLINE PMT CKF759467605POS	08/01	460.62
Saint Andrew's FACTS 000000006074254	08/06	5,552.10
COMCAST ONLINE PMT CKF759467605POS	08/23	287.89
FP&L ONLINE PMT CKF759467605POS	08/23	460.62
CLAUDE MAXIME ONLINE PMT CKF759467605POS	08/27	380.00
CHECK # 685 - BOCA RATON TIRE PURCHASE 685 BOCAFL	08/16	466.80

* * * C O N T I N U E D * * *

LEGACY BANK OF FLORIDA
2300 GLADES RD SUITE 140W
BOCA RATON FL 33431

PAGE: 2
ACCOUNT: 10002657 08/31/2012
DOCUMENTS: 10

TELEPHONE:561-347-1970

BERNSTEIN FAMILY REALTY LLC

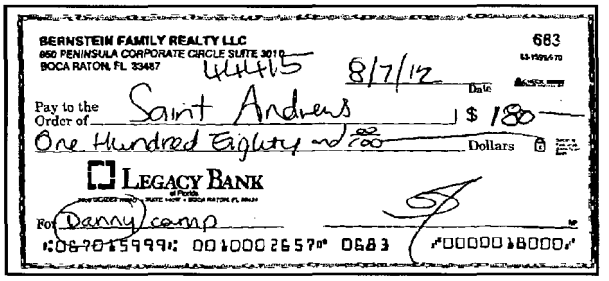
BUSINESS CHECKING ACCOUNT 10002657

- - - ITEMIZATION OF OVERDRAFT AND RETURNED ITEM FEES - - -

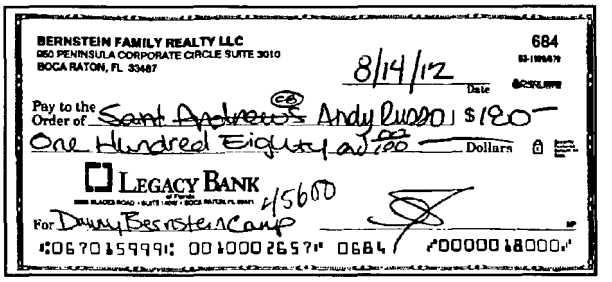
	TOTAL FOR THIS PERIOD	TOTAL YEAR TO DATE
TOTAL OVERDRAFT FEES:	$.00	$280.00
TOTAL RETURNED ITEM FEES:	$.00	$70.00

- - - - - - - - DAILY BALANCE - - - - - - - -

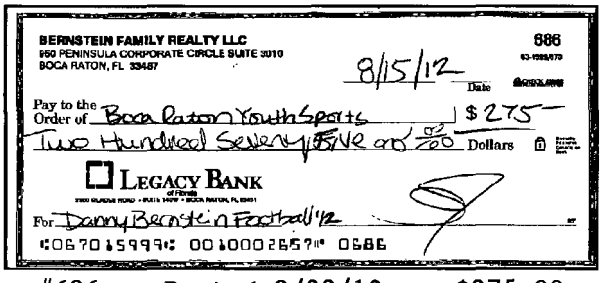
DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
08/01	2,409.92	08/13	2,381.82	08/27	331.51
08/02	2,376.92	08/16	1,915.02	08/28	251.51
08/03	2,241.92	08/17	1,735.02	08/29	76.01
08/06	2,689.82	08/22	1,460.02	08/30	5,948.01
08/09	2,561.82	08/23	711.51		


BERNSTEIN FAMILY REALTY LLC
950 PENINSULA CORPORATE CIRCLE SUITE 3010
BOCA RATON, FL 33487
683
44415
8/7/12
Date
Pay to the Order of Saint Andrews $ 180
One Hundred Eighty and 00/100 Dollars
LEGACY BANK of Florida
For Danny camp
⑆067015999⑆ 0010002657⑈ 0683 ⑈0000018000⑈

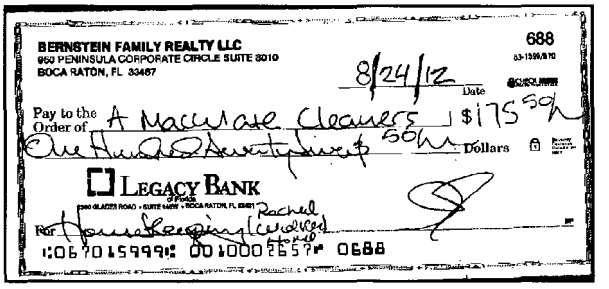
#683 Posted 8/13/12 $180.00


BERNSTEIN FAMILY REALTY LLC
950 PENINSULA CORPORATE CIRCLE SUITE 3010
BOCA RATON, FL 33487
684
8/14/12
Date
Pay to the Order of ~~Saint Andrews~~ Andy Russo $ 180
One Hundred Eighty and 00/100 Dollars
LEGACY BANK of Florida
45600
For Danny Bernstein Camp
⑆067015999⑆ 0010002657⑈ 0684 ⑈0000018000⑈

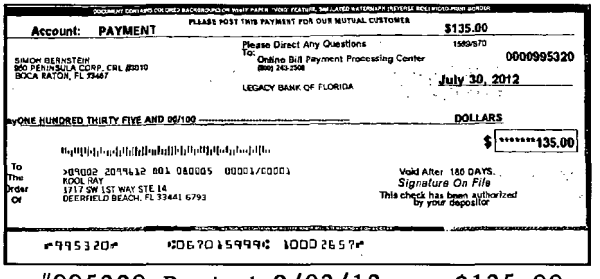
#684 Posted 8/17/12 $180.00


BERNSTEIN FAMILY REALTY LLC
950 PENINSULA CORPORATE CIRCLE SUITE 3010
BOCA RATON, FL 33487
686
8/15/12
Date
Pay to the Order of Boca Raton Youth Sports $ 275
Two Hundred Seventy Five and 00/100 Dollars
LEGACY BANK of Florida
For Danny Bernstein Football 12
⑆067015999⑆ 0010002657⑈ 0686

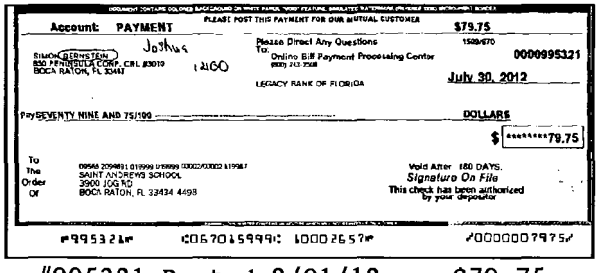
#686 Posted 8/22/12 $275.00


BERNSTEIN FAMILY REALTY LLC
950 PENINSULA CORPORATE CIRCLE SUITE 3010
BOCA RATON, FL 33487
688
8/24/12
Date
Pay to the Order of A Macculate Cleaners $ 175 50/100
One Hundred Seventy Five & 50/100 Dollars
LEGACY BANK of Florida
For Rachel Cardwell
⑆067015999⑆ 0010002657⑈ 0688

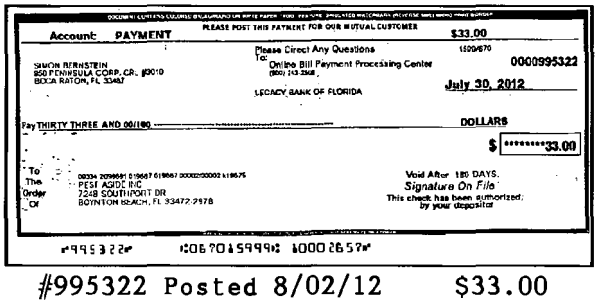
#688 Posted 8/29/12 $175.50


Account: PAYMENT
PLEASE POST THIS PAYMENT FOR OUR MUTUAL CUSTOMER
$135.00
SIMON BERNSTEIN
950 PENINSULA CORP. CRL #3010
BOCA RATON, FL 33487
Please Direct Any Questions To: Online Bill Payment Processing Center
0000995320
LEGACY BANK OF FLORIDA
July 30, 2012
Pay ONE HUNDRED THIRTY FIVE AND 00/100 DOLLARS
$ *******135.00
To The Order Of
>09002 2099612 001 080005 00001/00001
KOOL RAY
1717 SW 1ST WAY STE 14
DEERFIELD BEACH, FL 33441 6793
Void After 180 DAYS.
Signature On File
This check has been authorized by your depositor
⑈995320⑈ ⑆067015999⑆ 10002657⑈

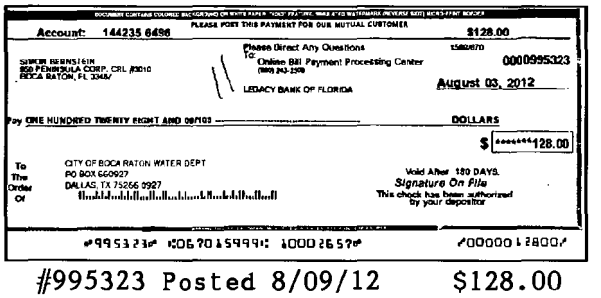
#995320 Posted 8/03/12 $135.00


Account: PAYMENT
PLEASE POST THIS PAYMENT FOR OUR MUTUAL CUSTOMER
$79.75
SIMON BERNSTEIN
950 PENINSULA CORP. CRL #3010
BOCA RATON, FL 33487
Joshua
12160
Please Direct Any Questions To: Online Bill Payment Processing Center
0000995321
LEGACY BANK OF FLORIDA
July 30, 2012
Pay SEVENTY NINE AND 75/100 DOLLARS
$ *******79.75
To The Order Of
SAINT ANDREWS SCHOOL
3900 JOG RD
BOCA RATON, FL 33434 4498
Void After 180 DAYS.
Signature On File
This check has been authorized by your depositor
⑈995321⑈ ⑆067015999⑆ 10002657⑈ ⑈0000007975⑈

#995321 Posted 8/01/12 $79.75

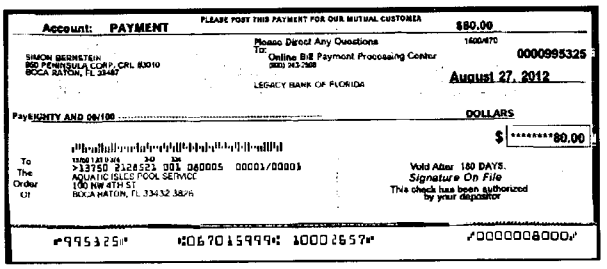

Account: PAYMENT
PLEASE POST THIS PAYMENT FOR OUR MUTUAL CUSTOMER
$33.00
SIMON BERNSTEIN
950 PENINSULA CORP. CRL #3010
BOCA RATON, FL 33487
Please Direct Any Questions To: Online Bill Payment Processing Center
0000995322
LEGACY BANK OF FLORIDA
July 30, 2012
Pay THIRTY THREE AND 00/100 DOLLARS
$ *******33.00
To The Order Of
PEST ASIDE INC
7248 SOUTHPORT DR
BOYNTON BEACH, FL 33472-2978
Void After 180 DAYS.
Signature On File
This check has been authorized by your depositor
⑈995322⑈ ⑆067015999⑆ 10002657⑈

#995322 Posted 8/02/12 $33.00


Account: 144235 6496
PLEASE POST THIS PAYMENT FOR OUR MUTUAL CUSTOMER
$128.00
SIMON BERNSTEIN
950 PENINSULA CORP. CRL #3010
BOCA RATON, FL 33487
Please Direct Any Questions To: Online Bill Payment Processing Center
0000995323
LEGACY BANK OF FLORIDA
August 03, 2012
Pay ONE HUNDRED TWENTY EIGHT AND 00/100 DOLLARS
$ *******128.00
To The Order Of
CITY OF BOCA RATON WATER DEPT
PO BOX 660927
DALLAS, TX 75266 0927
Void After 180 DAYS.
Signature On File
This check has been authorized by your depositor
⑈995323⑈ ⑆067015999⑆ 10002657⑈ ⑈0000012800⑈

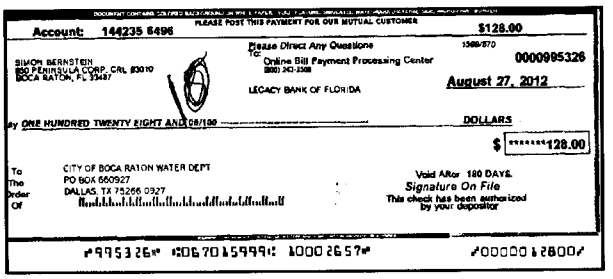
#995323 Posted 8/09/12 $128.00

ACCOUNT: 10002657 PAGE 4 of 4



Account: PAYMENT
PLEASE POST THIS PAYMENT FOR OUR MUTUAL CUSTOMER
$80.00
Please Direct Any Questions
To: Online Bill Payment Processing Center
(800) 243-2308
1500/870
0000995325
August 27, 2012
SIMON BERNSTEIN
850 PENINSULA CORP. CRL #3010
BOCA RATON, FL 33487
LEGACY BANK OF FLORIDA
Pay EIGHTY AND 00/100 DOLLARS
$ ********80.00
To The Order Of
13750 2128521 001 080005 00001/00001
AQUATIC ISLES POOL SERVICE
100 NW 4TH ST
BOCA RATON, FL 33432 3826
Void After 180 DAYS.
Signature On File
This check has been authorized by your depositor
⑈995325⑈ ⑆067015999⑆ 10002657⑈ ⑇0000008000⑇

#995325 Posted 8/28/12 $80.00



Account: 144235 6496
PLEASE POST THIS PAYMENT FOR OUR MUTUAL CUSTOMER
$128.00
Please Direct Any Questions
To: Online Bill Payment Processing Center
(800) 243-2308
1500/870
0000995326
August 27, 2012
SIMON BERNSTEIN
850 PENINSULA CORP. CRL #3010
BOCA RATON, FL 33487
LEGACY BANK OF FLORIDA
by ONE HUNDRED TWENTY EIGHT AND 00/100 DOLLARS
$ ********128.00
To The Order Of
CITY OF BOCA RATON WATER DEPT
PO BOX 660927
DALLAS, TX 75266 0927
Void After 180 DAYS.
Signature On File
This check has been authorized by your depositor
⑈995326⑈ ⑆067015999⑆ 10002657⑈ ⑇0000012800⑇

#995326 Posted 8/30/12 $128.00

Kimberly Moran

From: Kimberly Moran
Sent: Wednesday, October 24, 2012 10:09 AM
To: 'janet.craig@opco.com'
Cc: Robert Spallina
Subject: Simon Bernstein - FACTS Payment Plan Confirmation

Attachments: DOC102412.pdf

DOC102412.pdf
(30 KB)

Dear Ms. Craig:

Attached is the ACH Instructions sheet executed by Mr. Spallina.

If you have any questions, please do not hesitate to contact us.

Sincerely,

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

OPPENHEIMER
TRUST COMPANY
18 Columbia Turnpike, Florham Park, NJ 07932

Account Name: _____

Account Number: _____

ACH Instructions

This form shall serve as authorization for Oppenheimer Trust Company to establish periodic direct deposit instructions via the Automated Clearing House (ACH) to the designated financial institution listed below. Initiation of these instructions may take approximately 10 business days.

I/we agree that neither Oppenheimer Trust Company nor the Service Agent will be liable for any loss, liability, cost or expense that I/we may incur as a result of acting upon any instructions reasonably believed to be true. I/we further agree that Oppenheimer Trust Company or the Service Agent will not be responsible for any act of omission beyond that imposed by law. Moreover, I/we hereby authorize Oppenheimer Trust Company to initiate credit entries and to initiate debit entries and adjustments for any credit initiated in error to my account at the financial institution named below and for the financial institution to credit and/or debit the same account. These instructions shall be in effect until such time that written authorization is received by Oppenheimer Trust Company to terminate them.

CHECKING/SAVINGS ACCOUNT INFORMATION (please print)

Bank/Institution Name Legacy Bank of Florida ABA Number 067015999

Bank/Institution Address 2300 Glades Road
Suite 140W
Boca Raton FL 33431

Type (circle one): (Checking) Savings Account Number: 10002657

Name on Account Bernstein Family Realty, LLC

Client Signature 10/24/12 Date Robert L. Spalling Client Name (Please Print)

Important Note: Please attach voided check for Oppenheimer Trust Company's records

Kimberly Moran

From: Robert Spallina
Sent: Monday, October 22, 2012 11:51 AM
To: Kimberly Moran
Subject: FW: FACTS Payment Plan Confirmation (6300528)
Attachments: ACH Instructions OTC.doc

Pls prepare for me

From: Craig, Janet [mailto:Janet.Craig@opco.com]
Sent: Thursday, October 18, 2012 4:33 PM
To: Robert Spallina; 'rachel3584@gmail.com'
Cc: Farrell, Evan
Subject: RE: FACTS Payment Plan Confirmation (6300528)

Robert and Rachel,

I called FACTS Management Company and they will not release information to me. I would appreciate it if Rachel would call them, confirm that the automatic ACH withdrawal has been cancelled and get me a balance due for each of the three boys. Their tuition payments are different and I would like to make each tuition payment from the appropriate trust. My estimate is I will be paying approximately $9500 from each trust.

I have also attached an ACH form for Robert to complete so that regular monthly transfers can be made to the family LLC. Those transfer will begin once I get the finalized numbers.

Thank you for your assistance.

Janet Craig, CTFA
Senior Vice President & Compliance Officer
Oppenheimer Trust Company
18 Columbia Turnpike
Florham Park, NJ 07932
Tel: 973-245-4635
Fax: 973-245-4699
Email: Janet.Craig@opco.com

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Wednesday, October 10, 2012 10:06 AM
To: Craig, Janet
Cc: Farrell, Evan
Subject: FW: FACTS Payment Plan Confirmation (6300528)

Janet – looks like the payment is more than we thought. Other items to follow

Robert L. Spallina, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
E-mail: rspallina@tescherspallina.com

If you would like to learn more about TESCHER & SPALLINA, P.A., please visit our website at www.tescherspallina.com

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you.

From: Rachel Walker [mailto:rachel3584@gmail.com]
Sent: Wednesday, October 10, 2012 7:19 AM
To: Robert Spallina
Subject: Fwd: FACTS Payment Plan Confirmation (6300528)

Sent from my iPhone

Begin forwarded message:

From: FACTS Management Company <noreply2@factsmgt.com>
Date: May 22, 2012, 2:07:33 PM EDT
To: <rachel3584@gmail.com>
Subject: FACTS Payment Plan Confirmation (6300528)

FACTS Management Company **Agreement #: 101**
Confirmation Notification
Mr. Simon Bernstein: 05/2

Thank you for using FACTS Management Company to make your payment for Saint Andrew's School. The person responsible for payment on this agreement is Mr. Simon Bernstein.

The following Additional Authorized Parties have been added to the agreement:
Rachel Walker

The total balance due to Saint Andrew's School is $55,521.00. Details about your balance are located at the end of this notice.

Your schedule of payments is listed below. Payments will be processed automatically from your checking account with Legacy Bank until the balance is paid in full.

Date	Description	Amount
06/05/2012	Payment	$5,552.10
07/05/2012	Payment	$5,552.10
08/06/2012	Payment	$5,552.10
09/05/2012	Payment	$5,552.10
10/05/2012	Payment	$5,552.10
11/05/2012	Payment	$5,552.10
12/05/2012	Payment	$5,552.10
01/07/2013	Payment	$5,552.10
02/05/2013	Payment	$5,552.10
03/05/2013	Payment	$5,552.10

Fee Information:

A $30.00 FACTS returned payment fee will be assessed for each returned payment.

Customer Service and Online Access:

This confirmation notification is based on the terms of your original agreement. To manage your agreement information or make payments online, go to https://online.factsmgt.com. If clicking the link does not work in your email program you can copy the entire link and paste it into the address box of your browser.

Please contact customer service representatives at (866) 441-4637 with any questions. If you have questions regarding the terms of your payment plan, please contact Saint Andrew's-June Shumate/Cherry Fiske at 561-210-2038.

Sincerely,

FACTS Management Company

Balance Details

Name	Description	Amou
Daniel Bernstein	Tuition	$16,443.(
Jacob Bernstein	Tuition	$18,639.(
Joshua Bernstein	Tuition	$20,439.(

Do NOT reply to this message. Replies will not be read.

This communication and any attached files may contain information that is confidential or privileged. If this communication has been received in error, please delete or destroy it immediately. Please go to www.opco.com/EmailDisclosures

Bernstein, Estate of Simon 11187.006
Correspondence

John Hancock

ARBITRAGE INTERNATIONAL M
ATTN: LINDSAY GILES
950 PENINSULA CORPORATE CIRCLE
SUITE 3010
BOCA RATON FL 33487

THE TRUSTEES OF ARBITRAGE INTERNATIONAL MARKETING, INC. 401(K) PLAN

Contract Number: **85339**

Retirement Account

Your retirement account value as of 09/30/2012
$14,269.34

July 01, 2012 - September 30, 2012

371597 F01A 1348 1OZ 1/2 ---4---- 619

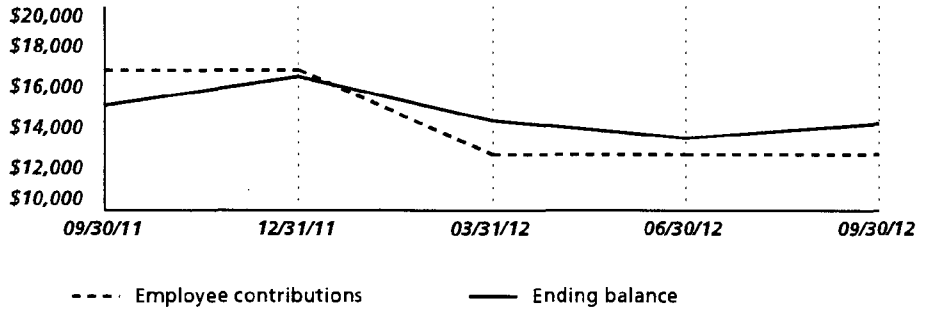
SIMON L BERNSTEIN
7020 Lions Head Lane
Boca Raton FL 33496

Your personal rate of return

This period	**5.18%**
For last 12 months	**26.31%**
Since your account inception (Annualized)	**1.88%**

Looking back

Change in your account this period: **$702.37**



This period

Beginning balance	**$13,566.97**
Money in	
Employee money	0.00
Net change*	702.37
Ending balance	**$14,269.34**

*Gain/loss for your account is net of the fees shown in the "Your summary of charges" section.

You want to make sure your contributions continue working for the lifestyle you planned, both at retirement and beyond. Your plan contact can put you in touch with your local John Hancock USA representative to outline the many income-producing options open to you. Remember, you still have access to our website, where you can find a variety of resources, including articles, tools, calculators and more. Visit us online at **www.jhpensions.com**.

Looking for help?

Important: Any inaccuracies in this statement must be reported to John Hancock USA within 45 days. See last page for details.
For questions about your account with John Hancock USA, visit **www.jhpensions.com**
or 1-800-395-1113 (1-800-363-0530 Español) Monday - Friday, 8am - 8pm ET.
Changing jobs or retiring? Call 1-888-695-4472 if you have questions about your distribution options.

191G0

43773

Retirement account of:

SIMON L BERNSTEIN

John Hancock

Retirement Account

July 01, 2012 - September 30, 2012

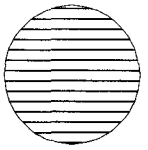
Contract Number: **85339**

Your profile at a glance

Your current portfolio allocation

Your current portfolio is following an aggressive strategy. This strategy carries a high level of risk and assumes that you're a knowledgeable investor and comfortable with riding out any stock market cycles. Your portfolio profile description may change as the value of some of your investment options change over time, or if you change your strategy. Check your account profile periodically to help ensure that your current portfolio and your ongoing contributions are allocated in line with your desired investment strategy. Reviewing your strategy can be especially important if your financial circumstances or your life stage change. To make a change to your account, please call us at 1-800-395-1113 (English) or 1-800-363-0530 (Español), or go online at **www.jhpensions.com**.

	Account value	% of account
Growth	$0.00	0.00%
Aggressive Growth	14,269.34	100.00
Total account value	**$14,269.34**	

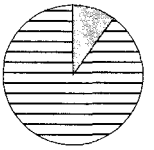


Current

Your ongoing contribution allocation

Your ongoing contributions are following an aggressive strategy. This strategy carries a high level of risk and assumes that you're a knowledgeable investor and comfortable with riding out any stock market cycles. Your portfolio profile description may change as the value of some of your investment options change over time, or if you change your strategy.

	% of ongoing contributions
Growth	10.00%
Aggressive Growth	90.00



Ongoing

What investment options make up your account

	Current portfolio	Ongoing instructions††	Units held as of 07/01/12	Units held as of 09/30/12	Unit value as of ✤ 07/01/12	Unit value as of ✤ 09/30/12	Value as of 07/01/12	Value as of 09/30/12
Growth								
Capital Appreciation Fund		10.00%	0	0	$12.326629	$13.009256	$0.00	$0.00
Aggressive Growth								
Legg Mason ClearBr Agg Growth		10.00	0	0	127.524675	135.609280	0.00	0.00
Inv Small Cap Growth		10.00	0	0	35.473273	37.223462	0.00	0.00
John Hancock Intl Growth	5.26	10.00	31.843327	31.799039	22.135015	23.603400	704.86	750.57
American Century Heritage	13.48	10.00	84.562532	84.444853	21.807740	22.779630	1,844.12	1,923.63
International Core Fund	12.26	10.00	49.135479	49.067365	33.669757	35.647027	1,654.38	1,749.11
Small Cap Growth Index	19.23	10.00	114.525474	114.367127	22.829377	23.991819	2,614.55	2,743.88
Mid Cap Stock Fund	15.82	10.00	114.442325	114.283442	18.698403	19.756020	2,139.89	2,257.79
Royce Opportunity	19.20	10.00	192.640856	192.375634	13.696970	14.240911	2,638.60	2,739.61
DFA Emerging Markets Value	14.75	10.00	53.623629	53.550699	36.748131	39.303811	1,970.57	2,104.75
Total account	**100.00%**	**100.00%**					**$13,566.97**	**$14,269.34**

†† *Your allocation instructions, as of 09/30/2012, are shown above.*

✤ *A unit value is the value of a unit in a sub-account (or Fund). Contributions to a sub-account purchase units of that Fund. A unit represents a portion of the sub-account's total assets.*

*You are allowed a maximum of two exchanges per month. After the exchange limit, you may move 100% of your account to a money market or stable value fund where it must remain for 30 days. Trading can resume only once the 30 days have expired. Also, additional restrictions may be imposed if it is determined that any exchange activity may disrupt or be potentially disruptive to an investment option, even though in compliance with our policy. For more information, visit **www.jhpensions.com**. Also check with your Plan Administrator for additional restrictions that may be imposed by your plan.*

(continued)

Retirement account of:

SIMON L BERNSTEIN

John Hancock

Retirement Account

July 01, 2012 - September 30, 2012

Contract Number: **85339**

What investment options make up your account *(continued)*

It is important for your long-term retirement security that your portfolio be well-balanced and diversified. If you invest more than 20% of your portfolio in any one industry or company, your savings may not be properly diversified. Market or other economic conditions generally have different impact on different asset categories. Although it is not a guarantee against loss, diversification among different types of investments can help you manage investment risk. In deciding how to invest your retirement savings, you should take into account all your assets, and other factors such as your financial goals, time horizons, and risk tolerance. It is also important to periodically review your investment portfolio, your investment objectives, and the investment options under the Plan to help ensure that your retirement savings will meet your retirement goals. For more information on individual investing and diversification, visit the Department of Labor's website at ***www.dol.gov/ebsa/investing.html****.*

Your summary of activity

		This period	Year-to-date since 01/01/2012	Since your account inception
Total Value on 07/01/2012	**$13,566.97**			
Employee money				
Beginning balance	**$13,566.97**	**$16,558.78**	**$0.00**
Transfers into the plan	0.00	0.00	20,500.00
Net change*	702.37	1,860.56	1,518.34
Withdrawals	0.00	-4,150.00	-7,749.00
Balance of employee money	**$14,269.34**		
Total Value on 09/30/2012	**$14,269.34**		

If this option is available to your contract, your account transaction activity can be downloaded from our Web site using Intuit Quicken® or Microsoft® Money personal finance software. Log on to **www.jhpensions.com** for details.

*Gain/loss for your account is net of the fees shown in the "Your summary of charges" section.

Investment options and performance

Listed below are historical returns as of September 30, 2012 for your selected investment options in your group annuity contract. Past performance is no guarantee of future results. Historical returns may be helpful as a planning tool. Your actual results may vary. For more information, including the historical returns of all the investment options available to your group annuity contract, logon to **www.jhpensions.com**.

Ongoing instructions	Fund code	Investment options	Percentage compound average annual returns ✤ 3 Months	1 Year	3 Years	5 Years	10 Years
		Growth					
10.00%	119	Capital Appreciation Fund	5.53	24.63	12.20	2.72	7.79
		Aggressive Growth					
10.00%	051	Legg Mason ClearBr Agg Growth	6.34	33.20	15.22	1.58	8.28
10.00%	030	Inv Small Cap Growth	4.93	27.72	13.62	2.17	9.22
10.00%	203	John Hancock Intl Growth	6.63	19.62	6.80	-2.70	N/A
10.00%	295	American Century Heritage	4.46	25.88	14.11	1.95	10.76
10.00%	013	International Core Fund	5.87	11.40	1.60	-6.12	6.46
10.00%	224	Small Cap Growth Index	5.09	31.07	14.53	3.02	10.25
10.00%	004	Mid Cap Stock Fund	5.66	24.91	11.96	-0.50	10.53
10.00%	183	Royce Opportunity	3.97	35.53	10.67	1.03	11.61
10.00%	211	DFA Emerging Markets Value	6.96	14.27	2.29	-2.63	19.05

Investment options and performance are as of September 30, 2012.

✤ *Performance data for a sub-account for any period prior to the date introduced is hypothetical based on the performance of the underlying portfolio. All other performance data is actual. Returns for any period greater than one year are annualized. Performance data reflects changes in the prices of investments, reinvestment of any dividends and capital gains, and deductions for the Annual Investment Charge. Performance does not reflect any contract-level or participant recordkeeping charges, which would otherwise reduce the total return for an account. Past performance is no guarantee of future results. An investment in a sub-account will fluctuate in value to reflect the investment results of the underlying portfolio and, when redeemed, may be more or less than original cost.*

(continued)

43774

Retirement account of:

SIMON L BERNSTEIN

John Hancock

Retirement Account

July 01, 2012 - September 30, 2012

Contract Number: **85339**

Your summary of charges

	This period
General administrative charges	-$19.76
Your share of Plan fees for administrative services such as recordkeeping, consulting and administration.	
Total	**-$19.76**

If you would like a detailed transaction history of the charges listed, go online at **www.jhpensions.com** to view your statement.

*Additional charges associated with the plan's administrative expenses for the quarter were paid from the total annual operating expenses of the investment options in which you are invested. For information related to the total annual operating expenses for each investment option, refer to the Investment Comparative Chart available at **www.jhpensions.com**. Speak to your plan administrator for details, or for any questions regarding the charges applicable to your account.*

Bulletin board

As a result of our ongoing monitoring and review processes, John Hancock makes changes to the investment options on our platform in the spring (April/May) and fall (October/November). To learn if any of the funds available to you are/were impacted by these changes, call us at 1-800-395-1113 or speak with your plan administrator.

Leaving your company or retiring? Call 1-888-695-4472. Our rollover education specialists can help answer your 401(k) distribution questions or introduce you to your plan's financial representative.

Review this statement to ensure it accurately reflects your balances, investments, and any transactions during the period covered. You should report any discrepancies or inaccuracy to John Hancock USA within 45 days of the production date of this Statement. If you do not, you will be deemed to have approved of the accuracy of the Statement. John Hancock USA will not be responsible for any claimed damage resulting from a purported failure to carry out your investment instructions that is not brought to our attention within this 45 day period.

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NOT FDIC INSURED | MAY LOSE VALUE | NOT BANK GUARANTEED | NOT INSURED BY ANY GOVERNMENT AGENCY

STOCK LEDGER

Capitalization of iviewit Holdings, Inc.
Fully-Diluted
(For Non-Diluted, See End of Chart)

Shareholder	Number and Class of Shares
Eliot I. Bernstein (1)	11,320 Class A Common
Simon L. Bernstein (1)	5,350 Class A Common
The Joshua Bernstein 1999 Trust (1)	2,415 Class B Common
The Jacob Bernstein 1999 Trust (1)	2,415 Class B Common
Gerald R. Lewin & Barbara S. Lewin (1)	2,000 Class B Common
Erika R. Lewin (1)	250 Class B Common
Jennifer P. Lewin (1)	250 Class B Common
James Osterling (1)	1,250 Class B Common
James Armstrong (1)	1,750 Class B Common
Guy Iantoni (1)	1,250 Class B Common
Jill Iantoni (1)	1,250 Class B Common
Andrew Dietz (1)	1,250 Class B Common
Donna Dietz (1)	1,250 Class B Common
Patricia Daniels (1)	1,250 Class B Common
Bettie Stanger (1)	500 Class B Common
Lisa Friedstein (1)	2,500 Class B Common
Donald G. Kane, II (1)	1,663 Class B Common
Eliot I. Bernstein (1)	7,500 Class B Common

Simon L. Bernstein (1)	5,000 Class B Common
Brian G. Utley (1) (2)	1,714 Class B Common
INVESTECH Holdings L.L.C.	3,007 Class A Common
Alpine Venture Capital Partners LP	2,580 Series A Preferred
Joan Stark (3)	522 Class B Common
Emerald Capital Partners, Inc. (4)	2,250 Class B Common
Jason Gregg	645 Class A Common

iviewit Technologies, Inc.
(f/k/a iviewit Holdings, Inc.)
Stockholders

Stockholder	Number and Class of Shares	Stock Issued
iviewit Holdings, Inc.	55,134 Class A Voting Common	1-A & 3-A
New Media Holdings, Inc.	1,250 Class B Non-Voting Common	1-B
Proskauer Rose LLP	1,250 Class B Non-Voting Common	2-B
Zakirul Shirajee	1,250 Class B Non-Voting Common	3-B
Jude Rosario	1,250 Class B Non-Voting Common	4-B

iviewit Technologies, Inc. Capitalization

Total Class A common stock issued and outstanding:	**55,134**
Total Class B common stock issued and outstanding:	**5,000**
Total Class A and B common stock issued and outstanding:	**60,134**

iviewit.com, Inc.
Stockholders

Stockholder	Number of Shares	Percentage of Ownership	Amount of Consideration Received	Stock Issued
iviewit Technologies, Inc. (transferred from iviewit LLC)	100	100%	Restructuring	No. 1

iviewit LLC
GRANTS OF LLC MEMBERSHIP UNITS

Member	Number of Units	Date Letter Sent	Date Letter Received	Consideration Received	Date Member Certificate Issued
New Media Holdings, Inc.	12,500 Class B	7/8/99	7/30/99	$625.00	
Jude Rosario	12,500 Class B	7/8/99	7/15/99	To be paid in one year	
Proskauer Rose LLP	12,500 Class B	7/8/99	7/9/99	$625.00	
iviewit Holdings, Inc.	521,268 Class A	7/8/99	7/9/99	Contribution of Patents	
Zakirul Shirajee	12,500 Class B	7/8/99	7/15/99	To be paid in one year	
INVESTECH Holdings L.L.C (1)	30,067 Class A	11/1/99	11/17/99	Conversion of note	

Total Outstanding: 601,335 Membership Units, consisting of
551,335 Class A Units
50,000 Class B Units

iviewit.com LLC
Promissory Noteholders

Noteholder/Requested Amount	Date Letter Sent	Date Letter Received	Amount of Check Received	Date Promissory Note Mailed
Simon L. Bernstein $30,000	7/8/99	7/13/99	$30,000	8/23/99
Gerald R. Lewin $15,000	7/8/99	8/3/99	$15,000	8/23/99
Barbara Lewin $15,000	7/8/99	8/3/99	$15,000	8/18/99
Guy Iantoni $11,790 $ 3,210	7/8/99 10/8/99	7/14/99 10/29/99	$11,790 $ 3,210	8/18/99 11/5/99
Jill Iantoni $10,000 $ 5,000	7/8/99 10/8/99	7/14/99 10/29/99	$10,000 $ 5,000	8/18/99 11/5/99
James F. Armstrong $15,000 $ 6,000	7/8/99 9/27 /99	7/23/99 Not Rec'd	$15,000 N/A	8/18/99 N/A
Andrew Dietz $15,000 $15,000	7/8/99 9/27/99	Not Rec'd 10/18/99	N/A $15,000	N/A 10/19/99
Donna Dietz $15,000	7/8/99	11/5/99	$15,000	11/9/99
James A. Osterling $15,000 $15,000 $15,000	7/8/99 9/27/99 11/9/99	Not Rec'd Not Rec'd	N/A N/A	N/A N/A
Lisa Friedstein $15,000 $15,000	7/8/99 9/27/99	7/23/99 Not Rec'd	$15,000 N/A	8/18/99 N/A
Donald G. Kane, II $22,500	7/8/99	7/30/99	$22,500	8/18/99

Note: As indicated in the above chart, Jerry Lewin, on behalf of iviewit.com LLC, has requested additional loans (although some loans will be original loans) from Jill Iantoni, Guy Iantoni, Andrew Dietz, Lisa Friedstein, James Armstrong and James Osterling.

STOCK LEDGER

Capitalization of iviewit Holdings, Inc.
Fully-Diluted
(For Non-Diluted, See End of Chart)

Shareholder	Number and Class of Shares
Eliot I. Bernstein (1)	11,320 Class A Common
Simon L. Bernstein (1)	5,350 Class A Common
The Joshua Bernstein 1999 Trust (1)	2,415 Class B Common
The Jacob Bernstein 1999 Trust (1)	2,415 Class B Common
Gerald R. Lewin & Barbara S. Lewin (1)	2,000 Class B Common
Erika R. Lewin (1)	250 Class B Common
Jennifer P. Lewin (1)	250 Class B Common
James Osterling (1)	1,250 Class B Common
James Armstrong (1)	1,750 Class B Common
Guy Iantoni (1)	1,250 Class B Common
Jill Iantoni (1)	1,250 Class B Common
Andrew Dietz (1)	1,250 Class B Common
Donna Dietz (1)	1,250 Class B Common
Patricia Daniels (1)	1,250 Class B Common
Bettie Stanger (1)	500 Class B Common
Lisa Friedstein (1)	2,500 Class B Common
Donald G. Kane, II (1)	1,663 Class B Common
Eliot I. Bernstein (1)	7,500 Class B Common

Simon L. Bernstein (1)	5,000 Class B Common
Brian G. Utley (1) (2)	1,714 Class B Common
INVESTECH Holdings L.L.C.	3,007 Class A Common
Alpine Venture Capital Partners LP	2,580 Series A Preferred
Joan Stark (3)	522 Class B Common
Emerald Capital Partners, Inc. (4)	2,250 Class B Common
Jason Gregg	645 Class A Common

iviewit Technologies, Inc.
(f/k/a iviewit Holdings, Inc.)
Stockholders

Stockholder	Number and Class of Shares	Stock Issued
iviewit Holdings, Inc.	55,134 Class A Voting Common	1-A & 3-A
New Media Holdings, Inc.	1,250 Class B Non-Voting Common	1-B
Proskauer Rose LLP	1,250 Class B Non-Voting Common	2-B
Zakirul Shirajee	1,250 Class B Non-Voting Common	3-B
Jude Rosario	1,250 Class B Non-Voting Common	4-B

iviewit Technologies, Inc. Capitalization

Total Class A common stock issued and outstanding:	**55,134**
Total Class B common stock issued and outstanding:	**5,000**
Total Class A and B common stock issued and outstanding:	**60,134**

iviewit.com, Inc.
Stockholders

Stockholder	Number of Shares	Percentage of Ownership	Amount of Consideration Received	Stock Issued
iviewit Technologies, Inc. (transferred from iviewit LLC)	100	100%	Restructuring	No. 1

iviewit LLC
GRANTS OF LLC MEMBERSHIP UNITS

Member	Number of Units	Date Letter Sent	Date Letter Received	Consideration Received	Date Member Certificate Issued
New Media Holdings, Inc.	12,500 Class B	7/8/99	7/30/99	$625.00	
Jude Rosario	12,500 Class B	7/8/99	7/15/99	To be paid in one year	
Proskauer Rose LLP	12,500 Class B	7/8/99	7/9/99	$625.00	
iviewit Holdings, Inc.	521,268 Class A	7/8/99	7/9/99	Contribution of Patents	
Zakirul Shirajee	12,500 Class B	7/8/99	7/15/99	To be paid in one year	
INVESTECH Holdings L.L.C (1)	30,067 Class A	11/1/99	11/17/99	Conversion of note	

Total Outstanding: 601,335 Membership Units, consisting of
551,335 Class A Units
50,000 Class B Units

iviewit.com LLC
Promissory Noteholders

Noteholder/Requested Amount	Date Letter Sent	Date Letter Received	Amount of Check Received	Date Promissory Note Mailed
Simon L. Bernstein $30,000	7/8/99	7/13/99	$30,000	8/23/99
Gerald R. Lewin $15,000	7/8/99	8/3/99	$15,000	8/23/99
Barbara Lewin $15,000	7/8/99	8/3/99	$15,000	8/18/99
Guy Iantoni $11,790 $ 3,210	7/8/99 10/8/99	7/14/99 10/29/99	$11,790 $ 3,210	8/18/99 11/5/99
Jill Iantoni $10,000 $ 5,000	7/8/99 10/8/99	7/14/99 10/29/99	$10,000 $ 5,000	8/18/99 11/5/99
James F. Armstrong $15,000 $ 6,000	7/8/99 9/27 /99	7/23/99 Not Rec'd	$15,000 N/A	8/18/99 N/A
Andrew Dietz $15,000 $15,000	7/8/99 9/27/99	Not Rec'd 10/18/99	N/A $15,000	N/A 10/19/99
Donna Dietz $15,000	7/8/99	11/5/99	$15,000	11/9/99
James A. Osterling $15,000 $15,000 $15,000	7/8/99 9/27/99 11/9/99	Not Rec'd Not Rec'd	N/A N/A	N/A N/A
Lisa Friedstein $15,000 $15,000	7/8/99 9/27/99	7/23/99 Not Rec'd	$15,000 N/A	8/18/99 N/A
Donald G. Kane, II $22,500	7/8/99	7/30/99	$22,500	8/18/99
Brian Utley				

Note: As indicated in the above chart, Jerry Lewin, on behalf of iviewit.com LLC, has requested additional loans (although some loans will be original loans) from Jill Iantoni, Guy Iantoni, Andrew Dietz, Lisa Friedstein, James Armstrong and James Osterling.

iviewit LLC
GRANTS OF LLC MEMBERSHIP UNITS

Member	Number of Units	Date Letter Sent	Date Letter Received	Consideration Received	Date Member Certificate Issued
New Media Holdings, Inc.	12,500 Class B	7/8/99	7/30/99	$625.00	
Jude Rosario	12,500 Class B	7/8/99	7/15/99	To be paid in one year	
Proskauer Rose LLP	12,500 Class B	7/8/99	7/9/99	$625.00	
iviewit Holdings, Inc.	521,268 Class A	7/8/99	7/9/99	Contribution of Patents	
Zakirul Shirajee	12,500 Class B	7/8/99	7/15/99	To be paid in one year	
INVESTECH Holdings L.L.C (1)	30,067 Class A	11/1/99	11/17/99	Conversion of note	

Total Outstanding: 601,335 Membership Units, consisting of
551,335 Class A Units
50,000 Class B Units

iviewit.com, Inc.
Stockholders

Stockholder	Number of Shares	Percentage of Ownership	Amount of Consideration Received	Stock Issued
iviewit Technologies, Inc. (transferred from iviewit LLC)	100	100%	Restructuring	No. 1

iviewit.com LLC
Promissory Noteholders

Noteholder/Requested Amount	Date Letter Sent	Date Letter Received	Amount of Check Received	Date Promissory Note Mailed
Simon L. Bernstein $30,000	7/8/99	7/13/99	$30,000	8/23/99
Gerald R. Lewin $15,000	7/8/99	8/3/99	$15,000	8/23/99
Barbara Lewin $15,000	7/8/99	8/3/99	$15,000	8/18/99
Guy Iantoni $11,790 $ 3,210	7/8/99 10/8/99	7/14/99 10/29/99	$11,790 $ 3,210	8/18/99 11/5/99
Jill Iantoni $10,000 $ 5,000	7/8/99 10/8/99	7/14/99 10/29/99	$10,000 $ 5,000	8/18/99 11/5/99
James F. Armstrong $15,000 $ 6,000	7/8/99 9/27 /99	7/23/99 Not Rec'd	$15,000 N/A	8/18/99 N/A
Andrew Dietz $15,000 $15,000	7/8/99 9/27/99	Not Rec'd 10/18/99	N/A $15,000	N/A 10/19/99
Donna Dietz $15,000	7/8/99	11/5/99	$15,000	11/9/99
James A. Osterling $15,000 $15,000 $15,000	7/8/99 9/27/99 11/9/99	Not Rec'd Not Rec'd	N/A N/A	N/A N/A
Lisa Friedstein $15,000 $15,000	7/8/99 9/27/99	7/23/99 Not Rec'd	$15,000 N/A	8/18/99 N/A
Donald G. Kane, II $22,500	7/8/99	7/30/99	$22,500	8/18/99

Note: As indicated in the above chart, Jerry Lewin, on behalf of iviewit.com LLC, has requested additional loans (although some loans will be original loans) from Jill Iantoni, Guy Iantoni, Andrew Dietz, Lisa Friedstein, James Armstrong and James Osterling.

uview.com, Inc.
GRANTS OF STOCK

Shareholder	Number and Class of Shares	Date Letter Sent	Date Letter Received [1]	Amount of Consideration Received	Stock Issued
Eliot I. Bernstein	**193,200 Class A Common Issued in Error/Canceled**	**7/7/99**	**7/8/99**	**Contribution of Patents**	**1-A**
Eliot I. Bernstein	11,320 Class A Common			Contribution of Patents	6-A
Simon L. Bernstein	5,350 Class A Common			$5,175.00	7-A
The Joshua Bernstein 1999 Trust	2,415 Class B Common	7/7/99	7/22/99	Contribution of Patents by EB	1-B
The Jacob Bernstein 1999 Trust	2,415 Class B Common	7/7/99	7/22/99	Contribution of Patents by EB	2-B
Gerald R. Lewin & Barbara S. Lewin	2,000 Class B Common	7/7/99	7/22/99	$1,000.00	3-B
Erika R. Lewin	250 Class B Common	7/7/99	7/22/99	$125.00	4-B
Jennifer P. Lewin	250 Class B Common	7/7/99	7/22/99	$125.00	5-B
James Osterling	1,250 Class B Common	7/7/99	7/23/99	$625.00	6-B

uview.com, Inc.
GRANTS OF STOCK

James Armstrong	**12,500 Class B Common Issued in Error/Canceled**	**7/7/99**	**7/13/99**	**$625.00**	**7-B**
James Armstrong	1,750 Class B Common	7/7/99	7/13/99	$875.00	13-B
Guy Iantoni	1,250 Class B Common	7/7/99	7/14/99	$625.00	14-B
Jill Iantoni	1,250 Class B Common	7/7/99	7/14/99	$625.00	15-B
Andrew Dietz	1,250 Class B Common	7/7/99	7/20/99	$625.00	8-B
Donna Dietz	1,250 Class B Common	7/7/99	7/20/99	$625.00	9-B
Patricia Daniels	1,250 Class B Common	7/7/99	7/13/99	$625.00	18-B
Bettie Stanger	500 Class B Common	7/7/99	7/22/99	Contribution of Patents by EB	10-B
Lisa Friedstein	2,500 Class B Common	7/7/99	7/30/99	No check	11-B
Donald G. K ane, II	1,663 Class B Common	7/7/99	7/30/99	$831.50	12-B
Eliot I. Bernstein	7,500 Class B Common	8/19/99		Contribution of Patents	16-B
Simon L. Bernstein	5,000 Class B Common	8/19/99		Paid for as part of original Class A issuance	17-B
Brian Utley	1,713.8 Class B Common	11/1/99	12/2/99		20-B

uview.com, Inc.
GRANTS OF STOCK

uview.com, Inc. Capitalization
Total Class A and Class B Common Stock issued and outstanding at 9/7/99: 52,126.8
Total Class A Common Stock issued and outstanding at 9/7/99: 16,670
Total Class B Common Stock issued and outstanding at 9/7/99: 35,456.8

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* Reflects post- reverse stock split share issuances.

iviewit LLC
GRANTS OF LLC MEMBERSHIP UNITS

Member	Number of Units	Date Letter Sent	Date Letter Received	Consideration Received	Date Member Certificate Issued
New Media Holdings, Inc.	12,500 Class B	7/8/99	7/30/99	$625.00	
Jude Rosario	12,500 Class B	7/8/99	7/15/99	To be paid in one year	
Proskauer Rose LLP	12,500 Class B	7/8/99	7/9/99	$625.00	
uview.com, Inc.	521,268 Class A	7/8/99	7/9/99	Contribution of Patents	
Zakirul Shirajee	12,500 Class B	7/8/99	7/15/99	To be paid in one year	
INVESTECH Holdings, L.L.C (1)	30,067 Class A	11/1/99		Conversion of note	

(1) Total Outstanding Upon Issuance to Investech Holdings, L.L.C. (agreement is currently being negotiated): 601,335

PROSKAUER ROSE LLP

2255 Glades Road
Suite 340 West
Boca Raton, FL 33431-7360
Telephone 561.241.7400
Elsewhere in Florida
800.432.7746
Fax 561.241.7145

NEW YORK
LOS ANGELES
WASHINGTON
NEWARK
PARIS

Mara Lerner Robbins
Attorney At Law

Direct Dial 561.995.4764
mrobbins@proskauer.com

January 13, 1999

VIA COURIER

Rodney H. Bell, Esq.
Holland & Knight
701 Brickell Avenue
Suite 3000
Miami, Florida 33131

Re: Due Diligence Request - iviewit Technologies, Inc. and its affiliates (collectively, the "iviewit Entities"

Dear Mr. Bell:

In connection with the proposed purchase of shares of preferred stock of iviewit Technologies, Inc. (f/k/a iviewit Holdings, Inc.) by Alpine Venture Capital Partners, LP, enclosed please find documents and information (collectively, "Documents") in response to your Due Diligence Request List (the "Request"). For ease of reference, we have organized the Documents to correspond with the numbering system set forth on the Request. We have prepared three binders, each of which contain Documents for the main iviewit Entities, as well as each of their predecessor (or affiliated) entities. In instances where the iviewit Entities had no relevant Documents under the applicable sections of the Request, we have left the sections in the binders empty. We will fax to you tomorrow an annotated copy of the Request, noting the sections for which there are no applicable Documents.

We will continue to send you Documents as such becomes available to us. These will include, among other things, an updated list of stockholders and members, as applicable, of the current iviewit Entities.

In order to help you more easily understand the relationship of the Documents to the current and predecessor iviewit Entities, please note that effective December 30, 1999, iviewit Technologies, Inc. (formerly known as iviewit Holdings, Inc.) ("Technologies"), as the sole member of iviewit.com LLC ("LLC"), exchanged its membership interests in LLC for 100 shares of iviewit.com, Inc., a newly organized Delaware corporation ("com, Inc.") (representing all of the issued and outstanding

common stock of com, Inc.). As a result, LLC became a wholly-owned subsidiary of com, Inc. Immediately thereafter, effective December 30, 1999, the then majority-owned subsidiary, iviewit LLC ("iviewit LLC"), transferred all of its assets and liabilities (including the 100 shares of com, Inc.) to Technologies in exchange for shares of Class A and Class B Common Stock of Technologies. The holders of iviewit LLC Class A Membership Interests received, on a pro-rata basis, shares of Technologies Class A Common Stock and holders of iviewit LLC Class B Membership Interests received, on a pro-rata basis, shares of Technologies Class B Common Stock. Thereafter, iviewit LLC distributed the shares of Technologies Class A and Class B Common Stock to its members, on a pro-rata basis, and based upon the class of Membership Interests in iviewit LLC then held. For your reference, we have also attached to this letter the current structure of the iviewit Entities.

Once you have had an opportunity to review the enclosed documents and information, please feel free to call Rocky Thompson (561.995.4721) or me with any questions you may have.

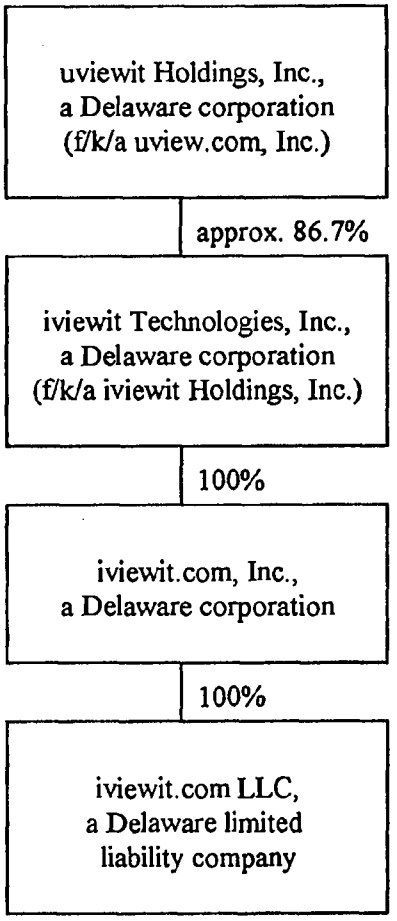
Very truly yours,

Mara Lerner Robbins

Enclosures

cc: Brian G. Utley, President and COO
Erika R. Lewin, Controller
Christopher C. Wheeler, Esq.
Donald E. "Rocky" Thompson, II, Esq.

CURRENT STRUCTURE



PROSKAUER ROSE LLP

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Elsewhere in Florida
800.432.7746
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Mara Lerner Robbins
Attorney At Law

Direct Dial 561.995.4764
mrobbins@proskauer.com

January 14, 1999

VIA FACSIMILE
Rodney H. Bell, Esq.
Holland & Knight
701 Brickell Avenue
Suite 3000
Miami, Florida 33131

Re: Due Diligence Request - iviewit Holdings, Inc. and its affiliates (collectively, the "iviewit Entities"

Dear Mr. Bell:

Attached hereto please find a revised chart of the iviewit entities. The name of the parent entity in the chart attached to my letter to you dated January 13, 2000 (the "Letter") was incorrectly labeled. Additionally, the Letter reflects that Alpine Venture Capital Partners, LP, is commencing a due diligence review with respect to a proposed purchase of preferred stock of iviewit Technologies, Inc; however, the proper entity should have been reflected as iviewit Holdings, Inc. I apologize for any inconvenience this may have caused you.

I look forward to working with you on this matter.

Very truly yours,

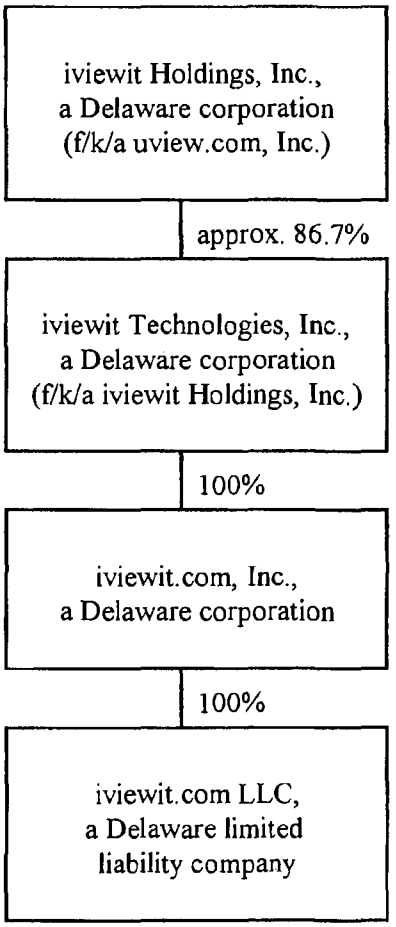
Mara Lerner Robbins

Attachment

cc: Brian G. Utley, President and COO
Erika R. Lewin, Controller
Christopher C. Wheeler, Esq.
Donald E. "Rocky" Thompson, II, Esq.

4708/40017-001 BRLIB1/253023 v1 01/14/00 04:33 PM (2761)

CURRENT STRUCTURE



SIMON LEON BERNSTEIN

Family-Placed Obituary

SIMON LEON BERNSTEIN born in Flint, MI on December 2nd, 1935. He was predeceased by his beloved wife Shirley (Thomas) and is survived by his adoring children; Ted Bernstein (Deborah), Pamela Simon (David "Scooter"), Eliot Bernstein (Candice), Jill Iantoni (Guy), Lisa Friedstein (Jeff). He was the esteemed Zaida of Ally, Eric, Matt, Molly, Michael, Max, Joshua, Carley, Jacob, Julia, and Danny. Simon was the owner of several successful life insurance agencies and product creator extraordinaire. Si was an avid golfer and loved is family and friends dearly. He will be missed. Funeral services are Sunday, September 16th, 2012 at 2:00pm at The Gardens 4103 N. Military Trail, Boca Raton, Florida. Donations may be made to the American Heart Association in lieu of flowers. To express condolences and/or make donations Visit PalmBeachPost.com/obituaries

Published in The Palm Beach Post from September 16 to September 23, 2012

THE BACK OF THIS DOCUMENT CONTAINS MICROPRINTING • THE BACKGROUND COLOR CHANGES GRADUALLY AND EVENLY FROM DARKER TO LIGHTER WITH THE DARKER AREA AT THE TOP

ARBITRAGE INTERNATIONAL MANAGEMENT
950 PENINSULA CORPORATE CIRCLE
BOCA RATON FL 33487

0038-L616
110 Administrative

04/06/2012 DATE
7487 CHECK NO

Security Features Included. Details on back.
Payrolls by Paychex, Inc.

PAY TO THE ORDER OF

DIANA BANKS
23415 BOCA TRACE DR
BOCA RATON FL 33433

Total Net Direct Deposit(s)
$1869.85
AMOUNT

VOID THIS IS NOT A CHECK ..... DOLLARS

NON-NEGOTIABLE
AUTHORIZED SIGNATURE(S)

TO VERIFY AUTHENTICITY OF THIS DOCUMENT, THE BACK CONTAINS HEAT SENSITIVE INK THAT CHANGES FROM BLUE TO CLEAR AND ALSO CONTAINS AN ARTIFICIAL WATERMARK WHICH CAN BE VIEWED WHEN HELD AT AN ANGLE

FOLD AND REMOVE FOLD AND REMOVE

PERSONAL AND CHECK INFORMATION
Diana Banks
23415 Boca Trace Dr
Boca Raton, FL 33433

Soc Sec #: xxx-xx-2292 **Employee ID:** 1
Home Department: 110 Administrative

Pay Period: 03/24/12 to 04/06/12
Check Date: 04/06/12 **Check #:** 7487

NET PAY ALLOCATIONS

DESCRIPTION	*THIS PERIOD ($)*	*YTD ($)*
Check Amount	0.00	0.00
Chkg 6439	1869.85	13088.92
NET PAY	**1869.85**	**13088.92**

EARNINGS	*DESCRIPTION*	*HRS/UNITS*	*RATE*	*THIS PERIOD ($)*	*YTD HOURS*	*YTD ($)*
	Regular			2307.69		16153.83
	EARNINGS			2307.69		16153.83

WITHHOLDINGS	*DESCRIPTION*	*FILING STATUS*	*THIS PERIOD ($)*	*YTD ($)*
	Social Security		96.92	678.46
	Medicare		33.46	234.23
	Fed Income Tax	M 1	244.04	1708.28
	TOTAL		374.42	2620.97

DEDUCTIONS	*DESCRIPTION*	*THIS PERIOD ($)*	*YTD ($)*
	Health Insuranc	63.42	443.94
	TOTAL	63.42	443.94

NET PAY	*THIS PERIOD ($)*	*YTD ($)*
	1869.85	**13088.92**

Payrolls by Paychex, Inc.

ARBITRAGE INTERNATIONAL MANAGEMENT LLC

Diana Banks

7391

9/28/2012

1,869.85

ROBERT SPALLINA WANTS THE SEVERANCE PAID FROM SI'S ESTATE ACCOUNT, ADDITIONAL CHECK TO FOLLOW - TSB

Cash - Wachovia Paycheck

1,869.85

Donald Tescher

From: Alan Rose [ARose@mrachek-law.com]
Sent: Monday, January 13, 2014 1:55 PM
To: Kimberly Moran
Cc: Donald Tescher; Ted Bernstein
Subject: RE: Bernstein - 2012 Form 1040

We consent to the payment outlined by Anthony Massuri of CBIZ.

If you have questions, please advise.

Please send us confirmation that the payment was made.

Alan B. Rose, Esq.
arose@Mrachek-Law.com
561.355.6991

505 South Flagler Drive
Suite 600
West Palm Beach, Florida 33401
561.655.2250 Phone
561.655.5537 Fax

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-----Original Message-----
From: Kimberly Moran [mailto:kmoran@tescherspallina.com]
Sent: Monday, January 13, 2014 10:41 AM
To: Alan Rose
Cc: Donald Tescher
Subject: Bernstein - 2012 Form 1040

Dear Mr. Rose:

As per your discussion with Mr. Tescher, please confer with Ted and send us your authorization to make this tax payment today.

Kind regards,

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431

Tel: (561) 997-7008
Fax: (561) 997-7308

5th Floor
Boca Raton, FL 33486
p: 561-994-5050
f: 561-241-0071
e: amessuri@cbiz.com

Join us on December 17th as we show you the latest featues to Dynamics CRM 2013...

CUT HERE

Form 1040-ES Department of the Treasury Internal Revenue Service

2012 Estimated Tax

Payment Voucher 4 OMB No. 1545-0074

File only if you are making a payment of estimated tax by check or money order. Mail this voucher with your check or money order payable to "United States Treasury." Write your social security number and "2012 Form 1040-ES" on your check or money order. Do not send cash. Enclose, but do not staple or attach, your payment with this voucher.

Calendar year - Due Jan. 15, 2013

Amount of estimated tax you are paying by check or money order. $ 120,000.

Print or type

Your first name and initial	Your last name	Your social security number
SIMON	BERNSTEIN	371-32-5211
If joint payment, complete for spouse		
Spouse's first name and initial	Spouse's last name	Spouse's social security number

Address (number, street, and apt. no.)
C/O R.SPALLINA 4855 TECHNOLOGY WAY, APT. NO. 720

City, state, and ZIP code. (If a foreign address, enter city, province or state, postal code, and country.)
BOCA RATON, FL 33431

LHA For Privacy Act and Paperwork Reduction Act Notice, see instructions.

CUT HERE

SIMON L BERNSTEIN TRUST AGREEMENT
ROBERT L SPALLINA AND
DONALD R TESCHER TRUSTEES
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FL 33431

63-8413/2670 5494 110

DATE January 13, 2014

PAY TO THE ORDER OF United States Treasury $ 120,000.00

One hundred twenty thousand and no/100--- DOLLARS

Security Features Included. Details on Back.

J.P.Morgan
Founded 1799
JPMorgan Chase Bank, N.A.
Palm Beach, Florida

SSN: 371-32-5211

MEMO Simon Bernstein 2012 Form 1040

MP

⑆267084131⑆ 478018083⑈0110

110422
12-16-11

14050110 144582 4001350.0 2011.05090 BERNSTEIN, SIMON 40013502

FedEx Express — US Airbill

FedEx Tracking Number: 8683 4172 2320

Form ID No. 0200

Sender's Copy

1 From *Please print and press hard.*

Date: 1/13/2014 Sender's FedEx Account Number: 409441343

Sender's Name: Donald R. Tescher, Esq. Phone: (561) 997-7008

Company: Tescher & Spallina, P.A

Address: 4855 Technology Way Suite 720 (Dept./Floor/Suite/Room)

City: Boca Raton State: FL ZIP: 33431

2 Your Internal Billing Reference (First 24 characters will appear on invoice.): 11187.006

3 To

Recipient's Name: Phone ( )

Company: Internal Revenue Submissions Processing Ctr.

Recipient's Address: 4800 Buford Highway (We cannot deliver to P.O. boxes or P.O. ZIP codes.) Dept./Floor/Suite/Room

Address: (To request a package be held at a specific FedEx location, print FedEx address here.)

City: Chamblee State: GA ZIP: 30341

Store your addresses at fedex.com
Simplify your shipping. Manage your account. Access all the tools you need.

4a Express Package Service — *Packages up to 150 lbs.*

- [ ] FedEx Priority Overnight — Next business morning.* Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
- [X] FedEx Standard Overnight — Next business afternoon.* Saturday Delivery NOT available.
- [ ] FedEx First Overnight — Earliest next business morning delivery to select locations.* Saturday Delivery NOT available.
- [ ] FedEx 2Day — Second business day.* Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
- [ ] FedEx Express Saver — Third business day.* Saturday Delivery NOT available.

FedEx Envelope rate not available. Minimum charge: One-pound rate.

* To most locations.

4b Express Freight Service — *Packages over 150 lbs.*

- [ ] FedEx 1Day Freight** — Next business day.** Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
- [ ] FedEx 2Day Freight — Second business day.** Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
- [ ] FedEx 3Day Freight — Third business day.** Saturday Delivery NOT available.

* Call for Confirmation:

** To most locations.

5 Packaging

- [X] FedEx Envelope*
- [ ] FedEx Pak* — Includes FedEx Small Pak, FedEx Large Pak, and FedEx Sturdy Pak.
- [ ] FedEx Box
- [ ] FedEx Tube
- [ ] Other

* Declared value limit $500.

6 Special Handling — Include FedEx address in Section 3.

- [ ] SATURDAY Delivery — NOT Available for FedEx Standard Overnight, FedEx First Overnight, FedEx Express Saver, or FedEx 3Day Freight.
- [ ] HOLD Weekday at FedEx Location — NOT Available for FedEx First Overnight.
- [ ] HOLD Saturday at FedEx Location — Available ONLY for FedEx Priority Overnight and FedEx 2Day to select locations.

Does this shipment contain dangerous goods? One box must be checked.

- [ ] No
- [ ] Yes — As per attached Shipper's Declaration.
- [ ] Yes — Shipper's Declaration not required.
- [ ] Dry Ice — Dry Ice, 9, UN 1845 ____ x ____ kg

Dangerous goods (including dry ice) cannot be shipped in FedEx packaging.

- [ ] Cargo Aircraft Only

7 Payment *Bill to:* Enter FedEx Acct. No. or Credit Card No. below.

- [X] Sender — Acct. No. in Section 1 will be billed.
- [ ] Recipient
- [ ] Third Party
- [ ] Credit Card
- [ ] Cash/Check

FedEx Acct. No. / Credit Card No. Exp. Date

Total Packages	Total Weight	Total Declared Value†
1	.5 lbs	$ 0 .00

†Our liability is limited to $100 unless you declare a higher value. See back for details. By using this Airbill you agree to the service conditions on the back of this Airbill and in the current FedEx Service Guide, including terms that limit our liability.

8 Residential Delivery Signature Options If you require a signature, check Direct or Indirect.

- [ ] No Signature Required — Package may be left without obtaining a signature for delivery.
- [ ] Direct Signature — Someone at recipient's address may sign for delivery. Fee applies.
- [X] Indirect Signature — If no one is available at recipient's address, someone at a neighboring address may sign for delivery. Fee applies.

520

Rev. Date 10/06 Part #150281 ©1994–2006 FedEx PRINTED IN U.S.A. SRY

RETAIN THIS COPY FOR YOUR RECORDS.

Kimberly Moran

From: Lindsay Giles [lindsay@lifeinsuranceconcepts.com]
Sent: Thursday, December 26, 2013 3:55 PM
To: Kimberly Moran
Subject: RE: ALEXANDRA'S ADDRESS

ALEXANDRA BERNSTEIN
3000 Washington Blvd, Apt 424
Arlington, VA, 22201

Lindsay Giles - Executive Assistant

Life Insurance Concepts, Inc.
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, FL 33487
Tel: 561.988.8984
Fax: 561.988.0833
Email: Lindsay@LifeInsuranceConcepts.com
www.LifeInsuranceConcepts.com
www.InstallmentLifeInsurance.com

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From: Kimberly Moran [mailto:kmoran@tescherspallina.com]
Sent: Thursday, December 26, 2013 3:51 PM
To: Lindsay Giles
Subject:

Hi Lindsay:

I am going to mail a copy of the Estate Inventory to Ted, and I also need to mail it to his oldest daughter since she is age 25. Is it possible for you to provide me with an address for her so that I can send it?

Thank you! Hope you are enjoying all the holidays! ☺

Best regards,

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

12/26/2013

ARBITRAGE INTERNATIONAL MANAGEMENT, LLC
BENEFICIARY DESIGNATION FORM

PARTICIPANT NAME: Simon Bernstein

SOCIAL SECURITY #: 371-32-5211

DATE OF BIRTH: 12/2/35 **DATE OF HIRE:** _____

THIS FORM IS APPLICABLE FOR: **CASH BALANCE PLAN** ✓ **401(K) PLAN** ✓

A. PRIMARY BENEFICIARY: I hereby designate the following person or persons and/or trusts as beneficiaries to receive any benefits that become payable from the Plan as a result of my death prior to the full commencement of my Plan benefits:

*You can choose 1. **OR** you can choose from 2. through 6. below.*

- *If 1. is chosen, the consent of your spouse is NOT required and therefore must NOT complete D. You must complete B. and C. below.*
- *If 1. is NOT chosen you must complete B. and C. and your spouse must complete D.*

1. [X] 100 % to my SPOUSE
2. [ ] _____% to my SPOUSE, and
3. [ ] _____% to my children per capita (i)
4. [ ] _____% to my children per stirpes (ii)
5. [ ] _____% to other beneficiaries:

   _____% to Name: _____ Relationship: _____

   _____% to Name: _____ Relationship: _____

   _____% to Name: _____ Relationship: _____

6. [ ] _____% to the following trust, created by me on, date: _____

   Name of Trust: _____

   The Trustees for this Trust are: _____

B. CONTINGENT BENEFICIARY: In the event a beneficiary designated above fails to survive me, I hereby designate the following person or persons and/or trusts as contingent beneficiaries for that portion of benefits:

Choose one or more

1. [ ] _____% to my SPOUSE
2. [ ] _____% to my children per capita (i)
3. [ ] _____% to my children per stirpes (ii)
4. [ ] The following % to other beneficiaries:

   10 % to Name: Alexandra Bernstein Relationship: grandchild

   10 % to Name: Michael Bernstein Relationship: grandchild

   10 % to Name: Eric Bernstein Relationship: grandchild

5. [ ] _____% to the following trust, created by me on, date: (See attached page)

   Name of Trust: _____

   The Trustees for this Trust are: _____

(continued)

10%- Carla Friedstein

10%- Max Friedstein

10%- Molly Simon

10%- Julia Iantoni

10%- Josh Bernstein

10%- Jacob Bernstein

10%- Danny Bernstein

C. AFFIRMATION AND ACKNOWLEDGEMENT BY PARTICIPANT: All of my previous beneficiary designations, if any, are null and void. I affirm that, to the best of my knowledge, there is no court order (other than a Qualified Domestic Relations Order) that assigns any of my interest in the Plan to any other person. I hereby affirm that

[ ] I am not married or I have a court order recognizing my legal separation from my spouse; and if I was ever previously married, I have a valid decree of divorce from all ex-spouses. I acknowledge that any designation made on this form today may be invalidated upon my marriage, and agree to keep the Plan Administrator informed of any changes to my marital status.

[ ] I am presently legally married. I shall keep the Plan Administrator informed of any change to my marital status. Unless my spouse is the only primary beneficiary, my spouse has completed the SPOUSAL CONSENT below. If I am not yet age 35, I acknowledge that I will have to re-obtain the consent of my spouse to my naming a non-spouse primary beneficiary when I turn age 35.

I acknowledge that I need to fill out a new beneficiary designation form to change any designations made on this form.

Participant's Signature: _____ Date: 11/29/07.

Your spouse should NOT complete D. if you selected A. I. above.

D. SPOUSAL CONSENT: Print Name of Spouse: _____

I hereby consent to the distribution of all (or the portion specified by my spouse on the Designation of Beneficiary Form) of the benefits payable from the Plan on account of the Participant's death to the primary beneficiary named on the Designation of Beneficiary Form. I acknowledge that (1) the effect of my consent is to cause all or a portion of the Plan's Death benefits paid to a beneficiary other than me, (2) that the Participant's designation of the primary beneficiary other than me is not valid unless I consent to it (3) that my consent is irrevocable unless the Participant subsequently revokes his or her waiver, in which event my consent will again be required for the Participant to name a non-spouse beneficiary. If my spouse has waived the pre-retirement surviving spouse annuity, I acknowledge that, but for my consent, all or a portion of my spouse's benefits would be payable to me in the form of an annuity over my life, and I hereby irrevocably relinquish that right (however, should the Participant revoke his of her waiver at any time, my consent will again subsequently be required to again waive this requirement).

Signature of Spouse: _____ Date: _____

Signature of Witness: _____ Date: _____

Print Name of Witness: _____

[ ] Witness is a Plan Representative OR

[ ] Witness is a Notary Public (Complete below):

State of _____ County of _____

My Commission expires: _____

(i) A term used in the descent and distribution of the estate of one who dies without a will. It means to share and share alike according to the number of individuals. An equal share of an estate is given to each heir, all of whom stand in equal degree of relationship from a decedent. *For example, a woman died without a will. Her husband and three children predeceased her, and her only living heirs are her ten grandchildren. These grandchildren will take per capita; they will each receive one-tenth of the estate.*

(ii) A term used to denote a method used in dividing the estate of a person. In a per stirpes distribution, a group represents a deceased ancestor. The group takes the proportional share to which the deceased ancestor would have been entitled if still living. *For example, and man died without a will; his wife predeceased him. He had four children, three of whom are still living at the time of his death. The deceased child had three children, all still living. These three grandchildren will share equally in one-fourth of their grandfather's estate, the share the deceased parent would have taken if still alive. The three living children will also each receive one-fourth of the estate.*

Robert Spallina

From: Donald Tescher
Sent: Thursday, September 12, 2013 9:04 AM
To: Jill Iantoni
Cc: tbernstein@lifeinsuranceconcepts.com; Robert Spallina; Pam Simon; Lisa Friedstein
Subject: RE: Estate of Shirley Bernstein

Jill: Your mother's probate estate only consisted of her tangible personal property (clothing, jewelry, etc.) which passed to your father under her will. All other assets were either in her Revocable Trust or passed to your father by operation of law. Consequently, there really is no accounting to be prepared for Shirley's probate estate. Ted, as the successor trustee of the trust for benefit of your father under Shirley's Revocable Trust, would be responsible for providing an accounting of that trust.

Donald R. Tescher, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
dtescher@tescherspallina.com

If you would like to learn more about TESCHER & SPALLINA, P.A., please visit our website at www.tescherspallina.com

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From: Jill Iantoni [mailto:jilliantoni@gmail.com]
Sent: Thursday, September 12, 2013 8:50 AM
To: Donald Tescher
Cc: Pam Simon; Lisa; Ted Bernstein; Robert Spallina; Iantoni, Jill (MBO Partners)
Subject: Re: Estate of Shirley Bernstein

Hi Don,
If you can please forward the accounting/inventory of Shirley Bernstein's estate, since we are closing it for the second time & I have never rec'd any of this information.

Thanks so much,
Jill

On Wed, Sep 11, 2013 at 1:05 PM, Donald Tescher <dtescher@tescherspallina.com> wrote:
Dear Pam, Lisa, Jill and Ted:

As you are aware from your conversations with Robert, and your receipt of pleadings that were filed by us and by Eliot and the Notice of Hearing set by Judge Colin, we will be appearing in court on this Friday for a 30 minute hearing during which Eliot must establish to the satisfaction of the court that an emergency exists and the nature of the emergency. In addition, we have specially set a

hearing for October 28 before Judge Colin to clear up the issue of the Waivers filed on your behalfs to close out Shirley's estate.

Attached is an Affidavit we have prepared for your consideration and execution. Naturally, if you have any questions about either the content or the need for filing these affidavits, please contact me. You MUST arrange for execution before a Notary. Please return the fully executed Affidavit to us for presentation to the court.

Thank you for your help

Donald R. Tescher, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
dtescher@tescherspallina.com

If you would like to learn more about TESCHER & SPALLINA, P.A., please visit our website at www.tescherspallina.com

Pursuant to the provisions of Internal Revenue Service Circular 230 that apply to written advice provided by Federal Tax practitioners, please be advised (a) that if any advice herein relating to a Federal tax issue would, but for this disclaimer, constitute a "reliance opinion" within the meaning of Circular 230, such advice is not intended or written to be used, and cannot be used by the affected taxpayer, for the purpose of avoiding penalties that may be imposed on the taxpayer, and (b) any written statement contained herein relating to any Federal tax issue may not be used by any person to support the promotion or marketing of, or to recommend, any Federal tax transaction(s) or matter(s) addressed herein. We would be happy to discuss the effect of this disclaimer, and alternatives to this disclaimer, with you if desired.

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TRIPP SCOTT
EXPERIENCE YOU CAN TRUST

Christine P. Yates
Direct Dial: 954.760.4916
Email: cty@trippscott.com

November 9, 2012

Via E-Mail and U.S. Mail
Robert L. Spallina, Esq.
Tescher & Spallina, P.A.
4855 Technology Way
Suite 720
Boca Raton, FL 33431

Re: **Estates of Shirley Bernstein and Simon Leon Bernstein**

Dear Mr. Spallina:

Our firm represents Mr. and Mrs. Bernstein, individually, as natural guardians of Joshua, Jacob, and Daniel Bernstein, and as Trustees of any trusts created for Joshua, Jacob and Daniel Bernstein by Simon and/or Shirley Bernstein. In order to assist us in this matter, please provide us with copies of the following:

1. Copies of all estate planning documents including all Wills and Trusts for Shirley Bernstein and Simon Leon Bernstein that our client was a beneficiary, whether qualified or contingent;
2. Copies of all estate planning documents including all Wills and Trusts that our client's children, Joshua, Jacob and/or Daniel, are named as beneficiary, whether qualified or contingent;
3. Copies of all documents executed in May and June 2012 regarding the Last Will and Testament of Shirley Bernstein;
4. Estate Accounting for Shirley Bernstein;
5. Estate Accounting for Simon Bernstein;
6. Trust Accountings for any Trusts that our client, his spouse, or his children are a beneficiary, whether qualified or contingent;
7. Copies of any claims filed in the Estate of Shirley Bernstein and Simon Bernstein;
8. Copy of the Inventory filed in the Estate of Shirley Bernstein;
9. Copy of the Inventory filed in the Estate of Simon Bernstein, or if none, please provide the approximate date you expect the Inventory will be prepared and filed with the Probate Court;
10. Allocation of the tangible personal property of Shirley and Simon Bernstein. Specifically, is the jewelry being divided among the ten grandchildren?;
11. Appraisals of tangible personal property, specifically the jewelry, artwork and collectibles;
12. All documents relating to the life insurance policies owned by Shirley and/or Simon, insuring Shirley and/or Simon's life, or for the benefit of Shirley and/or Simon Bernstein;
13. Please provide documentation concerning the allocation and division of all companies owned by Simon and/or Shirley at the time of their deaths and copies of any partnership,

110 Southeast Sixth Street, Fifteenth Floor • Fort Lauderdale, Florida 33301
Post Office Box 14245 • Fort Lauderdale, Florida 33302
Tel 954.525.7500 • Fax 954.761.8475 • www.trippscott.com

Fort Lauderdale • Tallahassee

operating, or stockholders agreements;

14. Please provide a status of the ongoing litigation involving Stanford;
15. Please provide a status of the Iliewit company stock. Were the issues with Gerald Lewin resolved?;
16. Please provide a status of the funding of Telenet Company and Candice's employment with Telenet; and
17. Please provide any information you have with regards to the college funds created by Simon or Shirley Bernstein for the benefit of Joshua, Jacob and/or Daniel.

Thank you for your attention to this matter. Should you have any questions, please feel free to contact my office.

Very truly yours,

Christine P. Yates
For the Firm

CPY/jcj
cc: Eliot Bernstein
Marc Garber

659917v2 995508.0001

Christine P. Yates
Direct Dial: 954.760.4916
Email: cty@trippscott.com

TRIPP SCOTT
EXPERIENCE YOU CAN TRUST

November 29, 2012

Via E-Mail and U.S. Mail
Robert L. Spallina, Esq.
Tescher & Spallina, P.A.
4855 Technology Way - Suite 720
Boca Raton, FL 33431

Re: **Estates of Shirley Bernstein and Simon Leon Bernstein**

Dear Mr. Spallina:

We wanted to take this opportunity to follow up with you regarding my November 9, 2012 correspondence. As you are aware, my firm represents Mr. and Mrs. Bernstein, individually, as natural guardians of Joshua, Jacob, and Daniel Bernstein, and as Trustees of any trusts created for Joshua, Jacob and Daniel Bernstein by Simon and/or Shirley Bernstein. We would appreciate receiving copies of the following information and documents no later than December 4, 2012, in order to assist us in this matter:

1. Copies of all estate planning documents including all Wills and Trusts for Shirley Bernstein and Simon Leon Bernstein that our client was a beneficiary, whether qualified or contingent;
2. Copies of all estate planning documents including all Wills and Trusts that our client's children, Joshua, Jacob and/or Daniel, are named as beneficiary, whether qualified or contingent;
3. Copies of all documents executed in May and June 2012 regarding the Last Will and Testament of Shirley Bernstein;
4. Estate Accounting for Shirley Bernstein;
5. Estate Accounting for Simon Bernstein;
6. Trust Accountings for any Trusts that our client, his spouse, or his children are a beneficiary, whether qualified or contingent;
7. Copies of any claims filed in the Estate of Shirley Bernstein and Simon Bernstein;
8. Copy of the Inventory filed in the Estate of Shirley Bernstein;
9. Copy of the Inventory filed in the Estate of Simon Bernstein, or if none, please provide the approximate date you expect the Inventory will be prepared and filed with the Probate Court;
10. Allocation of the tangible personal property of Shirley and Simon Bernstein. Specifically, is the jewelry being divided among the ten grandchildren?;
11. Appraisals of tangible personal property, specifically the jewelry, artwork and collectibles;
12. All documents relating to the life insurance policies owned by Shirley and/or Simon, insuring Shirley and/or Simon's life, or for the benefit of Shirley and/or Simon Bernstein;

13. Please provide documentation concerning the allocation and division of all companies owned by Simon and/or Shirley at the time of their deaths and copies of any partnership, operating, or stockholders agreements;

14. Please provide a status of the ongoing litigation involving Stanford;
15. Please provide a status of the Iliewit company stock. Were the issues with Gerald Lewin resolved?;
16. Please provide a status of the funding of Telenet Company and Candice's employment with Telenet; and
17. Please provide any information you have with regards to the college funds created by Simon or Shirley Bernstein for the benefit of Joshua, Jacob and/or Daniel.

Thank you for your attention to this matter. Should you have any questions, please feel free to contact my office.

Very truly yours,

Christine P. Yates

Christine P. Yates
For the Firm

CPY/cak
cc: Eliot Bernstein
Marc Garber

661738v1 995508.0001

CUSTOMER #: 574867

200459

INVOICE

PAGE 2

BRAMAN PORSCHE PALM BEACH
www.bramanmotorcars.com
2801 Okeechobee Blvd.
West Palm Beach, FL 33409
SERVICE: (561) 615-4800
FAX: (561) 242-3178
STATE REGISTRATION: MV-45534

SIMON L BERNSTEIN
7020 LIONS HEAD LN
BOCA RATON, FL 33496-5931
SIMON@LIFEINSURANCECONCEPTS.COM
HOME:561-477-9991 CONT:561-988-8984
BUS: 561-988-8984 CELL:

SERVICE ADVISOR: 11 LES SNYDER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
MAHOGANY/B	10	PORSCHE PANAMERA	WP0AB2A79AL062860		26881/26882	T3952

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01MAY10 DD			17:00 30APR13		VAR	CASH	30APR13

R.O. OPENED	READY	OPTIONS:
08:17 27APR13	11:26 30APR13	SOLD-STK:P02860P

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
99 IPSP			(N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00	TOTAL LINE E:		0.00

****

F CUST STATES CHECK ENGINE LIGHT IS ON.
STY SEE TECHNICIAN STORY
61 IPSP (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE F: 0.00
26882
CHECKED FAULT MEMORY. HAS NONPRESENT MISFIRE FOR CYL 4. VEHICLE HAS BEEN
SITTING FOR A LONG TIME . CLEARED FAULT MEMORY AND TEST DROVE. COULD NOT
GET ANY MISFIRES TO RETURN AT THIS TIME.

****

G CUSTOMER STATES VEHICLE RUNS ROUGH AT COLD START AND IDLE
STY PLEASE SEE LINE F
61 IPSP (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE G: 0.00
26882 SEE LINE F

****

H CUSTOMER REQUESTS TO PERFORM WB19, REPLACE COOLANT REGULATOR / /
CAUSE: PERFORM SERVICE CAMPAIGN WB19
WB19 CUSTOMER REQUESTS TO PERFORM WB19, REPLACE COOLANT REGULATOR
61 WP94 (N/C)
1 000-043-303-23 THERMOSTAT INSERT (N/C)
1 948-106-533-00 SEALING, WATER PUMP (N/C)
1 948-110-144-02 SEALING, THROTTLE. (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE H: 0.00
26882 PERFORMED WB19

****

I CUSTOMER REQUEST TO PERFORM WB40, RE-CODE INSTRUMENT CLUSTER / /
CAUSE: PERFORM SERVICE CAMOPAIGN WB40
WB40 CUSTOMER REQUEST TO PERFORM WB40, RE-CODE

THE SELLER, BRAMAN MOTORCARS, HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND BRAMAN MOTORCARS NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE VEHICLE OR PRODUCT. (P.L. 93-637). CUSTOMER SHALL NOT BE ENTITLED TO RECOVER ANY CONSEQUENTIAL DAMAGES, PUNITIVE DAMAGES, DAMAGES TO PROPERTY, OR DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES. LIMITED WARRANTY: THE ONLY WARRANTIES APPLYING TO THE PART(S) INSTALLED ARE THOSE THAT MAY BE OFFERED BY THE MANUFACTURER. REFER TO MANUFACTURER'S LIMITED WARRANTY FOR DETAILS.

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

I HAVE READ, UNDERSTAND AND AGREE TO THE ABOVE STATEMENT

X
SIGNATURE

CUSTOMER COPY

CUSTOMER #: 574867

200459

INVOICE

PAGE 3

BRAMAN PORSCHE PALM BEACH
www.bramanmotorcars.com
2801 Okeechobee Blvd.
West Palm Beach, FL 33409
SERVICE: (561) 615-4800
FAX: (561) 242-3178
STATE REGISTRATION: MV-45534

SIMON L BERNSTEIN
7020 LIONS HEAD LN
BOCA RATON, FL 33496-5931
SIMON@LIFEINSURANCECONCEPTS.COM
HOME:561-477-9991 CONT:561-988-8984
BUS: 561-988-8984 CELL:

SERVICE ADVISOR: 11 LES SNYDER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
MAHOGANY/B	10	PORSCHE PANAMERA	WP0AB2A79AL062860		26881/26882	T3952

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01MAY10 DD			17:00 30APR13		VAR	CASH	30APR13

R.O. OPENED	READY	OPTIONS:
08:17 27APR13	11:26 30APR13	SOLD-STK:P02860P

LINE OPCODE TECH TYPE HOURS				LIST	NET	TOTAL
INSTRUMENT CLUSTER						
61 WP94						(N/C)
PARTS: 0.00	LABOR: 0.00	OTHER: 0.00	TOTAL LINE I:			0.00
26882 PERFORMED WB40						
**********						
J CUSTOMER REQUESTS TO PERFORM WC05, RE-WORKING ENGINE WIRING HARNESS / /						
CAUSE: PERFORM SERVICE CAMPAIGN WC05						
WC05 CUSTOMER REQUESTS TO PERFORM WC05, RE-WORKING ENGINE WIRING HARNESS						
61 WP94						(N/C)
1 000-043-207-84 REPAIR KIT WIRING HA						(N/C)
1 PFI Freight In						(N/C)
1 N-906-661-01 CABLE BINDER						(N/C)
1 PFI Freight In						(N/C)
PARTS: 0.00	LABOR: 0.00	OTHER: 0.00	TOTAL LINE J:			0.00
26882 PERFORMED WC05						
**********						
K CUSTOMER REQUEST TO PERFORM SERVICE ACTION WC34, RE-PROGRAM FRONT AND REAR ELECTRONIC CONTROL UNITS						
CAUSE: PERFORM SERVICE CAMPAIGN WC34						
WC34 CUSTOMER REQUEST TO PERFORM SERVICE ACTION WC34, RE-PROGRAM FRONT AND REAR ELECTRONIC CONTROL UNITS						
61 WP94						(N/C)
PARTS: 0.00	LABOR: 0.00	OTHER: 0.00	TOTAL LINE K:			0.00
26882 PERFORMED WC34						
**********						
CUSTOMER PAY SHOP CHARGE FOR REPAIR ORDER						5.37

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I HAVE READ, UNDERSTAND AND AGREE TO THE ABOVE STATEMENT

X
SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	536.81
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	15.32
TOTAL CHARGES	552.13
LESS INSURANCE	0.00
SALES TAX	32.45
PLEASE PAY THIS AMOUNT	584.58

CUSTOMER COPY

PLEASE READ CAREFULLY, CHECK ONE OF THE STATEMENTS BELOW AND SIGN: I UNDERSTAND THAT UNDER STATE LAW, I AM ENTITLED TO A WRITTEN ESTIMATE, IF MY FINAL BILL WILL EXCEED $100.00.

- ☐ I REQUEST A WRITTEN ESTIMATE.
- ☐ I DO NOT REQUEST A WRITTEN ESTIMATE AS LONG AS THE REPAIR COSTS DO NOT EXCEED $_____. THE SHOP MAY NOT EXCEED THIS AMOUNT WITHOUT MY WRITTEN OR ORAL APPROVAL. 26881
- ☐ I DO NOT REQUEST A WRITTEN ESTIMATE.

SIGNED:_____ DATE:_____

TOWED IN

NOTE: PARTS REPLACED UNDER WARRANTY OR MECHANICAL CONTRACT SUBJECT TO TERMS OF MFG AND/OR ADMINISTRATOR

- ☐ SAVE MY REPLACED PARTS FOR INSPECTION
- ☐ DISCARD THE REPLACED PARTS

I understand that all parts and accessories sold or used are subject to the Federal Magnusson-Moss act and the consumer merchandise purchased is under LIMITED WARRANTY by the manufacturer and the written terms and conditions thereof are available for my inspection.

The estimated cost of repair $_____

Charge for making estimate or the basis on which charge will be calculated $_____

Designated agent to authorize repairs: Name_____ Phone_____

METHOD OF PAYMENT: CASH [ ] CHECK [ ] CREDIT CARD VISA [ ] MASTER CARD [ ] AM. EXP. [ ] OTHER

NOTICE BODY DAMAGE

NOTE

CUST. NO 574867 STOCK NO. P02860P TAG NO. T3952 COLOR MAHOGANY/BEIGE PAGE 1 OF 3

DATE	VEHICLE IDENTIFICATION NUMBER	MILEAGE	DELIVER DATE	LICENSE NUMBER	YEAR	MAKE AND MODEL	WRITTEN BY	RO NUMBER
27APR2013	WP0AB2A79AL062860	26881	01MAY10		10	PORSCHE PANAMERA	11	200459

BRAMAN PORSCHE PALM BEACH
www.bramanmotorcars.com
2801 Okeechobee Blvd.
West Palm Beach, FL 33409
SERVICE: (561) 615-4800
FAX: (561) 242-3178

NAME: SIMON L BERNSTEIN
PROPOSED COMPLETION DATE: 17:00 30APR13
ADDRESS: 7020 LIONS HEAD LN
CITY/STATE/ZIP: BOCA RATON FL 33496-5931
HOME PHONE: 561-477-9991
BILL TO:
P.O. NO.
BUSINESS PHONE: 561-988-8984

MOTOR VEHICLE REPAIR REGISTRATION CERTIFICATION
State: MV45534

ENGINE NO. | TRANSM. NO. | AXLE NO. | PROD. DATE | HOURLY LABOR FLAT RATE: VAR

TED BERNSTEIN
561.213.2322

CASH
SELLING DEALER
WARRANTY EXPIRES

LINE	OP CODE	LABOR INSTRUCTIONS AND DESCRIPTIONS
# A	TOW	0.00 FLATBED VEHICLE TO DEALERSHIP VEHICLE DROPPED OFF DURING NON-BUSINES HOURS LINDSEY 561.869.4551 FAX 561.988.0833
# B	TPM	0.00 CUST STATES THERE IS A WARNING FOR LOW TIRE PRESSURE 255 45 19 285 40 19
# C	EASY	0.00 CUST HAS EASYCARE POLICY AUTH 47643222 $681.72
# D	PCI	0.00 PERFORM PORSCHE COURTESY INSPECTION
# E	PSN	0.00 CONTACT LINDSEY 561 869 4551 FAX 561 688 0833

FRU'S

SUBLET REPAIRS

P.O. # & DESC.	AMOUNT

GAS, OIL, & GREASE

QTY.	DESC.	AMOUNT

MISC. CHARGES:

STATEMENTS AND DISCLAIMERS ON BACK ARE PART OF THIS REPAIR ORDER. PLEASE READ AND INITIAL.

TECHNICIAN COPY

CUSTOMER #: 574867

200459

INVOICE

PAGE 1

BRAMAN PORSCHE PALM BEACH
www.bramanmotorcars.com
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SIMON@LIFEINSURANCECONCEPTS.COM
HOME:561-477-9991 CONT:561-988-8984
BUS: 561-988-8984 CELL:

SERVICE ADVISOR: 11 LES SNYDER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
MAHOGANY/B	10	PORSCHE PANAMERA	WP0AB2A79AL062860		26881/26882	T3952

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01MAY10 DL			17:00 30APR13		VAR	CASH	30APR13

R.O. OPENED	READY	OPTIONS:
08:17 27APR13	11:26 30APR13	SOLD-STK:P02860P

LINE	OPCODE	TECH	TYPE	HOURS			LIST	NET	TOTAL
A FLATBED VEHICLE TO DEALERSHIP VEHICLE DROPPED OFF DURING NON-BUSINES HOURS									
TOW FLATBED CAR TO DEALERSHIP									
			99	IPSP					(N/C)
PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE A:			0.00
**********									
B CUST STATES THERE IS A WARNING FOR LOW TIRE PRESSURE									
TPM CUST STATES THERE IS A WARNING FOR LOW TIRE PRESSURE									
			34	CPI				0.00	0.00
1	00826			M28540ZR19N-0			536.81	536.81	536.81
1	TT			Florida Tire Tax			1.00	1.00	1.00
1	WW1			Wheel Weights			3.95	3.95	3.95
1	DSPSL			Tire disposal			5.00	5.00	5.00
PARTS:	536.81	LABOR:	0.00	OTHER:	9.95	TOTAL LINE B:			546.76
**********									
C CUST HAS EASYCARE POLICY									
EASY AUTH 4764322 $681.72									
			99	IPSP					(N/C)
PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE C:			0.00
**********									
D PERFORM PORSCHE COURTESY INSPECTION									
PCI PERFORM PORSCHE COURTESY INSPECTION									
			61	IPSP					(N/C)
PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE D:			0.00
26882									
VEHICLE HAS A NAIL IN THE L/R TIRE. THE R/R TIRE IS AT 2.5MM AND THE FRONTS									
ARE BALD AND SHOWING CHORDS. NEEDS 4 TIRES AND ALIGNMENT. ALSO INTERMEDIATE									
SERVICE NOW LIGHT IS ON. DUE FOR 2 YR AND BFF.									
**********									
E CONTACT LINDSEY 561 869 4551 FAX|561 688 0833									
PSN PORSCHE SERVICE NOTATION									

THE SELLER, BRAMAN MOTORCARS, HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND BRAMAN MOTORCARS NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE VEHICLE OR PRODUCT. (P.L. 93-637). CUSTOMER SHALL NOT BE ENTITLED TO RECOVER ANY CONSEQUENTIAL DAMAGES, PUNITIVE DAMAGES, DAMAGES TO PROPERTY, OR DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES. LIMITED WARRANTY: THE ONLY WARRANTIES APPLYING TO THE PART(S) INSTALLED ARE THOSE THAT MAY BE OFFERED BY THE MANUFACTURER. REFER TO MANUFACTURER'S LIMITED WARRANTY FOR DETAILS.

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

I HAVE READ, UNDERSTAND AND AGREE TO THE ABOVE STATEMENT

X
SIGNATURE

CUSTOMER COPY

U N I S E T | The Reynolds and Reynolds Company | U N I S E T

CUSTOMER'S NAME _____ STOCK NO. _____

ODOMETER DISCLOSURE STATEMENT

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, Simon L Bernstein (transferor's name, Print)

state that the odometer now reads 26882 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

☑ (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☐ (2) I hereby certify that the odometer reading is NOT the actual mileage.

WARNING - ODOMETER DISCREPANCY.

MAKE	MODEL	BODY TYPE
PORSCHE	PANAMERA S	4DR
VEHICLE IDENTIFICATION NUMBER		**YEAR**
WP0AB2A79AL062860		2010

X _____
TRANSFEROR'S SIGNATURE

SIMON L BERNSTEIN
PRINTED NAME

7020 LIONS HEAD LN
TRANSFEROR'S ADDRESS (STREET)

BOCA RATON FL 33496
CITY STATE ZIP CODE

5/7/13
DATE OF STATEMENT

X _____
TRANSFEREE'S SIGNATURE

Don Diamond BRMW Porsche
PRINTED NAME

TRANSFEREE'S NAME

2801 OKEECHOBEE BLVD
TRANSFEREE'S ADDRESS (STREET)

WEST PALM BEACH FL 33409
CITY STATE ZIP CODE

ODOM-103-N (4/89) Reynolds and Reynolds

FedEx® xpress

Extremely Urgent

From: (561) 242-3295
LAURIE ROULETTE
BRAMAN MOTORCARS
2813 EXCHANGE COURT

WEST PALM BEACH, FL 33409

Origin ID: PBIA

FedEx Express

J13111302120326

Ship Date: 13JUN13
ActWgt: 1.0 LB
CAD: 5225142/INET3370

Delivery Address Bar Code

SHIP TO: (561) 242-3295 BILL SENDER

LAURIE ROULETTE
BRAMAN MOTORCARS
2901 OKEECHOBEE BLVD

WEST PALM BEACH, FL 33409

Ref # RETURN DOCUMENTS/MARTINO
Invoice #
PO #
Dept #

FRI - 14 JUN 10:30A
PRIORITY OVERNIGHT

TRK# **7999 8113 2240**
0201

33409
FL-US

3E PBIA

PBI

tainer and
ditions and
edEx
Ex Service

ices,
.com,

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF

SIMON L. BERNSTEIN,

Deceased.

PROBATE DIVISION

File No. 502012CP004391 XXXXSB

IZ

2012 OCT -2 AM 9:31
SHARON R. BOCK CLERK
PALM BEACH COUNTY FL
SOUTH CITY BRANCH-FILED

LETTERS OF ADMINISTRATION

TO ALL WHOM IT MAY CONCERN

WHEREAS, Simon L. Bernstein, a resident of Palm Beach County, died on September 13, 2012, owning assets in the State of Florida, and

WHEREAS, Robert L. Spallina and Donald R. Tescher have been appointed as co-Personal Representatives of the Estate of the decedent and has performed all acts prerequisite to issuance of Letters of Administration in the estate,

NOW, THEREFORE, I, the undersigned Circuit Judge, declare Robert L. Spallina and Donald R. Tescher as duly qualified under the laws of the State of Florida to act as co-Personal Representatives of the Estate of Simon L. Bernstein, deceased, with full power to administer the estate according to law; to ask, demand, sue for, recover and receive the property of the decedent; to pay the debts of the decedent as far as the assets of the estate will permit and the law directs; and to make distribution of the estate according to law.

DONE and ORDERED in Chambers at Delray, Palm Beach County, Florida, on this 2 day of Oct, 2012.

Estate must be closed 12 months from the date of order

Circuit Judge

STATE OF FLORIDA - PALM BEACH COUNTY
I hereby certify that the foregoing is a true copy as recorded in my office and the same is in full force and effect.
THIS 2 DAY OF Oct, 2012
SHARON R. BOCK
CLERK & COMPTROLLER
By DEPUTY CLERK

Bar Form No. P-3.0420
© Florida Lawyers Support Services, Inc.
Text Revised October 1, 1998

STATE OF FLORIDA

THIS DOCUMENT HAS A LIGHT BACKGROUND ON TRUE WATERMARKED PAPER. HOLD TO LIGHT TO VERIFY FLORIDA WATERMARK.

OFFICE of VITAL STATISTICS

CERTIFICATION OF DEATH

STATE FILE NUMBER: 2012256765

DATE ISSUED: September 18, 2012

STATE FILE DATE: September 17, 2012

DECEDENT INFORMATION

NAME: SIMON LEON BERNSTEIN

DATE OF DEATH: September 13, 2012 SEX: MALE AGE: 076 YEARS

DATE OF BIRTH: December 2, 1935 SSN: 371-32-5211

BIRTHPLACE: FLINT, MICHIGAN

PLACE WHERE DEATH OCCURRED: INPATIENT

FACILITY NAME OR STREET ADDRESS: DELRAY MEDICAL CENTER

LOCATION OF DEATH: DELRAY BEACH, PALM BEACH COUNTY

SURVIVING SPOUSE, DECEDENT'S RESIDENCE AND HISTORY INFORMATION

MARITAL STATUS: WIDOWED

SPOUSE: NONE

RESIDENCE: 7020 LIONS HEAD LANE, BOCA RATON, FLORIDA 33496

COUNTY: PALM BEACH

OCCUPATION, INDUSTRY: SALES, LIFE INSURANCE

RACE: X White ___Black or African American ___Asian Indian ___Chinese ___Filipino ___Native Hawaiian

___American Indian or Alaskan Native--Tribe: ___Japanese ___Korean ___Vietnamese

___Guamian or Chamorro ___Samoan ___Other Pacific Isl:

___Other Asian: ___Other: ___Unknown

HISPANIC OR HAITIAN ORIGIN? NO, NOT OF HISPANIC/HAITIAN ORIGIN

EDUCATION: HIGH SCHOOL GRADUATE OR GED EVER IN U.S. ARMED FORCES? NO

PARENTS AND INFORMANT INFORMATION

FATHER: THEODORE BERNSTEIN

MOTHER: NORA UNKNOWN

INFORMANT: TED STUART BERNSTEIN

RELATIONSHIP TO DECEDENT: SON

INFORMANT'S ADDRESS: 880 Berkley Street, BOCA RATON, FLORIDA 33487

PLACE OF DISPOSITION AND FUNERAL FACILITY INFORMATION

PLACE OF DISPOSITION: THE GARDENS MEMORIAL PARK
BOCA RATON, FLORIDA

METHOD OF DISPOSITION: ENTOMBMENT

FUNERAL DIRECTOR/LICENSE NUMBER: GARRETT JACOBS, F019844

FUNERAL FACILITY: BOCA RATON FUNERAL HOME F040152
19785 HAMPTON DRIVE, BOCA RATON, FLORIDA 33434

CERTIFIER INFORMATION

TYPE OF CERTIFIER: MEDICAL EXAMINER MEDICAL EXAMINER CASE NUMBER: 121500913

TIME OF DEATH (24 hr): 0227

CERTIFIER'S NAME: MICHAEL D BELL

CERTIFIER'S LICENSE NUMBER: ME54359

NAME OF ATTENDING PHYSICIAN (If other than Certifier): NOT ENTERED

State Registrar

THE ABOVE SIGNATURE CERTIFIES THAT THIS IS A TRUE AND CORRECT COPY OF THE OFFICIAL RECORD ON FILE IN THIS OFFICE.

REQ: 2013124648

WARNING: THIS DOCUMENT IS PRINTED OR PHOTOCOPIED ON SECURITY PAPER WITH WATERMARKS OF THE GREAT SEAL OF THE STATE OF FLORIDA. DO NOT ACCEPT WITHOUT VERIFYING THE PRESENCE OF THE WATERMARKS. THE DOCUMENT FACE CONTAINS A MULTICOLORED BACKGROUND, GOLD EMBOSSED SEAL, AND THERMOCHROMIC FL. THE BACK CONTAINS SPECIAL LINES WITH TEXT.

* 2 8 3 6 6 0 6 1 *

DH FORM 1946 (04-10)

CERTIFICATION OF VITAL RECORD

FLORIDA DEPARTMENT OF HEALTH

VOID IF ALTERED OR ERASED

VOID IF ALTERED OR ERASED

CBIZ MHM, LLC
PO Box 953152
St. Louis, MO 63195-3152
Ph: 561-994-5050 F: 561-241-0071

Bernstein Family Investments, LLLP
c/o Teścher & Spallina, P.A.
Attn: Robert Spallina
4855 Technology Way, Suite 720
Boca Raton, FL 33431

Statement Date *8/31/2013*
Client No. *4002518.0*

Date	Description	Charge	Credit		Balance
	Balance Forward				209.40
			Current Balance	$	209.40

0 - 30	31- 60	61 - 90	91 - 120	Over 120		Balance
0.00	0.00	0.00	0.00	209.40	$	209.40

To ensure proper credit, please reflect invoice number on check, make check payable to: CBIZ MHM LLC (Boca GL) and remit payment to: PO Box 953152, St. Louis, MO 63195-3152.

Payments received are posted through August 31, 2013

CBIZ MHM, LLC
PO Box 953152
St. Louis, MO 63195-3152
Ph: 561-994-5050 F: 561-241-0071

Bernstein Holdings, LLC
c/o Tescher & Spallina, P.A.
Attn: Robert Spallina
4855 Technology Way, Suite 720
Boca Raton, FL 33431

Statement Date *8/31/2013*
Client No. *4002519.0*

Date	Description	Charge	Credit	Balance
	Balance Forward			384.60
			Current Balance	$ 384.60

0 - 30	31- 60	61 - 90	91 - 120	Over 120	Balance
0.00	0.00	0.00	0.00	384.60	$ 384.60

To ensure proper credit, please reflect invoice number on check, make check payable to: CBIZ MHM LLC (Boca GL) and remit payment to: PO Box 953152, St. Louis, MO 63195-3152.

Payments received are posted through August 31, 2013

Law Offices of
STEVEN I. GREENWALD, P.A.
Boca Palm Professional Plaza
6971 North Federal Highway
Suite 105
Boca Raton, Florida 33487

e-mail: sigreenwaldlaw@att.net

Phone: 561.994.5560 ext 101
Fax: 561.994.5629

February 11, 2013

Rebill Date: March 15, 2013
Rebill Date: July 25, 2013

Robert Spallina, Esq.
Personal Representative of the
Estate of Simon Bernstein
Tescher & Spallina, PA
4855 Technology Way
Suite 720
Boca Raton, FL 33431

STATEMENT

FOR PROFESSIONAL SERVICES RENDERED AS OF AUGUST 8, 2012

Attorney's Fees		$825.00*
Formation of Telenet Systems, LLC		
Office consultations with client on August 2, 2012 and August 6, 2012; preparation of Articles of Organization for Telenet Systems, LLC		
Costs		
Filing fee to Secretary of State	$125.00	
UPS courier to Secretary of State	$ 27.61	
Total Costs Due		$ 152.61
Total amount due		**$ 977.61**

**reduced accommodation fee per Steven I. Greenwald, Esq.*

LAW OFFICES
TESCHER & SPALLINA, P.A.

BOCA VILLAGE CORPORATE CENTER I
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FLORIDA 33431

TEL: 561-997-7008
FAX: 561-997-7308
TOLL FREE: 888-997-7008
WWW.TESCHERSPALLINA.COM

ATTORNEYS
DONALD R. TESCHER
ROBERT L. SPALLINA
LAUREN A. GALVANI

SUPPORT STAFF
DIANE DUSTIN
KIMBERLY MORAN
SUANN TESCHER

August 23, 2013

VIA U.S. MAIL

Ted S. Bernstein
880 Berkeley Street
Boca Raton, FL 33487

Eliot Bernstein
2753 NW 34th Street
Boca Raton, FL 33434

Lisa S. Friedstein
2142 Churchill Lane
Highland Park, IL 60035

Pamela B. Simon
950 North Michigan Ave.
Suite 2603
Chicago, IL 60606

Jill Iantoni
2101 Magnolia Lane
Highland Park, IL 60035

Re: Estate of Simon Bernstein - Disposition of Jewelry

Dear Ladies and Gentlemen:

As you may recall, we previously provided to you a formal appraisal of the jewelry. We would like to dispose of the jewelry which under the Last Will of your father would pass in equal shares to the five of you. We can do this in one of two ways: either negotiate a sale of all of the jewelry to a third party and divide the proceeds equally or you could each bid on a particular item or items in an amount that is equal to or greater than the appraised value. In the latter case, if more than one of you wishes to bid on the same item, we would provide for a procedure for each bidder to provide us with their maximum purchase price and the highest price will prevail.

We have had an offer for a bulk sale of all of the jewelry from David Schneider, a local jeweler. He has offered to purchase most of the jewelry for approximately $60,000.00 to $65,000.00.

Unless we hear from one or more of you that you would prefer a bidding process as to some or all of the jewelry within ten (10) days from the date of this letter, we will proceed to consummate a bulk sale with Mr. Schneider.

Naturally, should you have any questions regarding the foregoing, please do not hesitate to contact us.

Sincerely yours,

ROBERT L. SPALLINA

RLS/km
cc: Donald R. Tescher, Esq.

Kimberly Moran

From: Kimberly Moran
Sent: Friday, October 11, 2013 4:06 PM
To: 'janet.craig@opco.com'
Cc: Robert Spallina
Subject: Bernstein Family Realty, LLC

DOC101113.pdf
(32 KB)

Dear Ms. Craig:

Attached is our firm's invoice for services rendered in connection with Bernstein Family Realty, LLC.

If you have any questions, please do not hesitate to contact us.

Best regards,

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

Tescher & Spallina, P.A.

4855 Technology Way
Suite 720
Boca Raton, FL 33431
561-997-7008

EIN: 26-1543894

October 11, 2013 Invoice # 11187.004

Janet Craig, CTFA
Oppenheimer Trust Company
18 Columbia Turnpike
Florham Park, NJ 07932

In Reference To: Our File No. 11187.004
Bernstein Family Realty, LLC

Professional services

	Amount
FOR LEGAL SERVICES RENDERED from October 1, 2012 through September 30, 2013 in connection with Bernstein Family Realty, LLC and the Irrevocable Trusts dated September 7, 2006 for Josh, Jake and Daniel, including numerous telephone calls and email correspondence with Janet Craig Hunt Worth)regarding successor management, payment of support and educational expenses for Josh, Jake and Daniel, outstanding mortgage issues with Walter Sahm, termination of trusts and need for successor manager to Oppenheimer, tax return preparation issues, and numerous items related to Eliot Bernstein correspondence, issues and related threats; telephone calls and email correspondence with John Capellar regarding Walt Sahm mortgage and payment of interest on same; telephone calls and email correspondence with Anthony Messuri regarding outstanding tax issues; telephone calls with Ted Bernstein and Rachel regarding payment of expenses and turning over same to Oppenheimer; telephone calls with Legacy Bank regarding Simon's death and closing account and transferring balance to Oppenheimer.	6,000.00
For professional services rendered	$6,000.00
Balance due	$6,000.00

Please make all checks payable to *"Tescher & Spallina, P.A."* and indicate your File Number on the check. Do not hesitate to contact us with any questions or difficulties. Thank you for the opportunity to be of service to you.

Robert Spallina

From: Craig, Janet [Janet.Craig@opco.com]
Sent: Monday, September 30, 2013 2:58 PM
To: Robert Spallina
Cc: Worth, Hunt
Subject: RE: Bernstein bills

Not a word.

Janet Craig
973-245-4635

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Monday, September 30, 2013 2:28 PM
To: Craig, Janet
Subject: RE: Bernstein bills

Any response to your response?

From: Craig, Janet [mailto:Janet.Craig@opco.com]
Sent: Friday, September 27, 2013 3:22 PM
To: 'Candice Bernstein (tourcandy@gmail.com)'; 'Eliot Ivan Bernstein (iviewit@gmail.com)'
Cc: Robert Spallina; 'Ted Bernstein (tbernstein@lifeinsuranceconcepts.com)'; Worth, Hunt
Subject: FW: Bernstein bills

Candice,

As you are aware, we have sent you all the funds available in the boys' accounts. There is a small reserve in the Bernstein Family Realty account to cover accounting and legal fees.

You will have to get funds for the payment of these bills from another source.

Janet Craig, CTFA
Senior Vice President & Compliance Officer
Oppenheimer Trust Company
18 Columbia Turnpike
Florham Park, NJ 07932
Tel: 973-245-4635
Fax: 973-245-4699
Email: Janet.Craig@opco.com

From: Candice Bernstein [mailto:tourcandy@gmail.com]
Sent: Friday, September 27, 2013 3:12 PM
To: Craig, Janet
Subject: Bernstein bills

Hi Janet- I hope this note finds you well. Please find the attached invoices. I am not sure what is paid and not paid, but these need to be paid. Thanks! Candice

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Robert Spallina

From: Myra [mrmlaw1@gmail.com]
Sent: Monday, September 30, 2013 3:29 PM
To: Robert Spallina
Subject: Estate of Shirley Bernstein
Attachments: Estate of Shirley Bernstein - Orders entered by Judge Colin.pdf

Mr. Spallina,

Pursuant to Mr. Manceri's instructions, attached please find the following Orders entered by Judge Colin:

1. Agreed Order to Reopen Estate and Appoint Successor Personal Representatives dated September 24, 2013.

2. Order on Notice of Emergency Motion to Freeze Estates dated September 24, 2013.

Thank you.

Mark R. Manceri, P.A.
2929 E. Commercial Blvd., Suite 702
Fort Lauderdale, Florida 33308
E-mail: mrmlaw@comcast.net
(954) 491-7099
(954) 771-0545 (fax)

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IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN, File No. 502011CP000653XXXXSB

Deceased.

AGREED ORDER TO REOPEN ESTATE AND APPOINT SUCCESSOR PERSONAL REPRESENTATIVES

On the motion of Tescher & Spallina, PA for administration of the Estate of Shirley Bernstein, deceased, and pursuant to an agreement announced in open Court on the record by the persons in attendance at a hearing on September 13, 2013 regarding the estate of the decedent, the Court finding that the decedent died on December 8, 2010, that the personal representative of the estate, Simon Bernstein, died on September 13, 2012, and that Ted S. Bernstein is entitled to appointment as personal representative by reason of being named in the decedent's Will dated May 20, 2008 as successor personal representatives, it is:

ADJUDGED that the estate shall be reopened and that Ted S. Bernstein is appointed as successor personal representative of the estate of the decedent, and that upon taking the prescribed oaths, filing designations and acceptances of resident agent, and entering into bond in the sum of $ -0-, Successor Letters of Administration shall be issued.

DONE and ORDERED in Delray Beach, Palm Beach County, FL, on [illegible], 2013.

Circuit Judge

JUDGE MARTIN H. COLIN

cc: Mark Manceri, Esq.
Eliot I. Bernstein
All Interested Persons

Bar Form No. P.1.0100
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Revised October 1, 1998

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF SHIRLEY BERNSTEIN, PROBATE DIVISION

Deceased. CASE NO: 502011CP000653XXXXSB

/

ELIOT IVAN BERNSTEIN, PRO SE DIVISION: COLIN

Petitioner

vs.

TESCHER & SPALLINA, P.A., (and all parties associates and of counsel); ROBERT L. SPALLINA (both personally & professionally); DONALD R. TESCHER (both personally & professionally); THEODORE STUART BERNSTEIN (as alleged personal representative, trustee, successor trustee) (both personally and professionally); and JOHN and JANE DOE'S (1-5000),

Respondents.

/

ORDER ON NOTICE OF EMERGENCY MOTION TO FREEZE ESTATES

THIS CAUSE came before the Court on September 13, 2013, on the Emergency Motion to Freeze Estates filed by Eliot Bernstein and the interested persons having been duly noticed and in attendance at the Hearing were Eliot Bernstein; Candice Bernstein; Mark R. Manceri, Esq., as counsel for Robert L. Spallina and Donald R. Tescher; Robert L. Spallina and Theodore S. Bernstein, and the Court having heard the argument(s) of the parties and being otherwise fully advised in the premises, it is hereupon, ORDERED AND ADJUDGED, as follows:

1. The Court finds that no emergency currently exists. As such, the Emergency Motion is denied.

2. The Hearing time currently reserved for October 28, 2013 will be conducted as an evidentiary Hearing solely regarding the Estate of Shirley Bernstein.

3. The purpose of the evidentiary Hearing shall be for the Court to address any alleged improprieties or defects in the form of the pleadings or other documents submitted to the Court in furtherance of closing the Estate of Shirley Bernstein.

4. Pursuant to the request of Counsel for Robert L. Spallina and Donald R. Tescher the time of the evidentiary Hearing on October 28, 2013 has been moved from 10:00 a.m. to _____ p.m. One hour has been reserved.

DONE AND ORDERED in Chambers, at Delray Beach, Palm Beach County, Florida, this _____ day of September, 2013.

SIGNED & DATED
SEP 24 2013
MARTIN H. COLIN

HONORABLE MARTIN H. COLIN
CIRCUIT COURT JUDGE

Copies furnished to:
Mark R. Manceri, Esq.
Eliot Bernstein
All Interested Persons

Robert Spallina

From: Christine Yates [cty@TrippScott.com]
Sent: Monday, May 06, 2013 2:53 PM
To: Robert Spallina
Subject: RE: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Sale of Condo

Bob, thanks for the update. My client's parents have several questions regarding the trust. Is there a time in the next day or two just the attorneys can discuss this?

TRIPP SCOTT
110 SE Sixth Street, Suite 1500
Fort Lauderdale, FL 33301
954-525-7500

Christine T. Yates
Director

Direct: (954) 760-4916
Fax: (954) 761-8475
cty@trippscott.com

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Wednesday, May 01, 2013 5:35 PM
To: Christine Yates
Cc: Donald Tescher
Subject: RE: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Sale of Condo

Christine - The condo sold and Ted will be making partial distributions to the trusts. We assigned EINs yesterday and today to the children's trusts see below. Eliot should open an account wherever he chooses. Those trusts are created under Si's Trust through the exercise of his POA over Shirley's Trust which you have copies of. Other than that, we have extricated ourselves from the insurance matter and Ted is handling that with his brother-in-law. With regard to the estate, the Stansbury litigation is ongoing with no resolution yet in sight.

Eliot Bernstein, Trustee f/b/o Joshua Bernstein under the Simon L. Bernstein Trust dtd 07-25-2012 (EIN: 30-6348368)
Eliot Bernstein, Trustee f/b/o Daniel Bernstein under the Simon L. Bernstein Trust dtd 07-25-2012 (EIN: 30-6348373)
Eliot Bernstein, Trustee f/b/o Jake Bernstein under the Simon L. Bernstein Trust dtd 07-25-2012 (EIN: 30-6348374)

Contact me with any further questions.

Robert L. Spallina, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
E-mail: rspallina@tescherspallina.com

If you would like to learn more about TESCHER & SPALLINA, P.A., please visit our website at www.tescherspallina.com

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From: Christine Yates [mailto:cty@TrippScott.com]
Sent: Wednesday, May 01, 2013 2:27 PM
To: Robert Spallina
Subject: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Sale of Condo

Robert, can you please give me a status of the estate and trust. Did any real property sell? Thanks.

TRIPP SCOTT

110 SE Sixth Street, Suite 1500
Fort Lauderdale, FL 33301
954-525-7500

Christine T. Yates
Director

Direct: (954) 760-4916
Fax: (954) 761-8475
cty@trippscott.com

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Robert Spallina

From: Robert Spallina
Sent: Thursday, March 14, 2013 4:01 PM
To: 'Ted Bernstein'; 'Pam Simon'; 'Jill Iantoni'; lisa.friedstein@gmail.com; dsimon@stpcorp.com
Subject: FW: Simon Bernstein Trust - Policy #1009208

FYI – this is from legal on the status of their search to clear up title on the policy

---

From: Welling, Scott [mailto:scott.welling@jackson.com]
Sent: Thursday, March 14, 2013 1:10 PM
To: Robert Spallina
Subject: RE: Simon Bernstein Trust - Policy #1009208

Hey Bob,

Haven't forgotten about you. Am out tomorrow but will touch base early next week. So far we have not found much that is helpful.

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Wednesday, March 06, 2013 5:32 PM
To: Welling, Scott
Subject: Simon Bernstein Trust - Policy #1009208

Scott – I understand you are out of the office until tomorrow. We sent this to you previously and in error addressed it to the wrong email address. We would like to file this on Monday so if you could take a few minutes to review it would be greatly appreciated. We have not attached a copy of the Order but it will obviously be in the form of the relief requested.

Thanks,

Robert L. Spallina, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
E-mail: rspallina@tescherspallina.com

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Robert Spallina

From: Ted Bernstein [tbernstein@lifeinsuranceconcepts.com]
Sent: Friday, March 15, 2013 7:58 AM
To: Robert Spallina
Subject: commission checks

Robert,

To be completely on the safe side, I think it makes more sense for me to give Si's renewal checks, that we currently deposit into the business, to you to deposit into the estate account and then you can cut a check back to the business. I have held on to a few of the recent checks and I would like to bring them by today or Monday and swap with you. I don't see any downside doing it this way, only upside. Let me know if you agree.

Thanks,

Ted

Life
Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, FL 33487
Tel: 561.988.8984
Toll Free: 866.395.8984
Fax: 561.988.0833
Email: Tbernstein@lifeInsuranceConcepts.com
www.LifeInsuranceConcepts.com
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LAW OFFICES
TESCHER & SPALLINA, P.A.

BOCA VILLAGE CORPORATE CENTER I
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FLORIDA 33431

TEL: 561-997-7008
FAX: 561-997-7308
TOLL FREE: 888-997-7008
WWW.TESCHERSPALLINA.COM

ATTORNEYS
DONALD R. TESCHER
ROBERT L. SPALLINA
LAUREN A. GALVANI

SUPPORT STAFF
DIANE DUSTIN
KIMBERLY MORAN
SUANN TESCHER

September 13, 2013

VIA U.S. MAIL
Attn: Penny Kenny
The Cincinnati Life Insurance Company
Life Claims
P.O. Box 145496
Cincinnati, OH 45250

Re: Simon L. Bernstein - Policy No. L2154365

Dear Ms. Kenny:

Enclosed is the executed Claimant's Statement for the above-referenced insurance policy, together with the required attachments.

If you have any questions, please do not hesitate to contact me.

Sincerely,

ROBERT L. SPALLINA

RLS/km

Enclosures

The Cincinnati Life Insurance Company
P.O. Box 145496, Cincinnati, Ohio 45250-5496

CLAIMANT'S STATEMENT

Instructions:

- Sections A-E must be completed for every claim. Complete sections F-H if appropriate.
- Each beneficiary must submit a separate form.
- If the primary beneficiary is deceased, please submit a copy of their death certificate.
- If death occurred outside the United States, please submit the official death certificate issued in the country where death occurred and a completed Report of a Death of a U.S. Citizen Abroad.
- If policy is being assigned, attach a notarized assignment form (available from the funeral home) and an itemized copy of the funeral bill. A separate check for the amount of the assignment will be mailed directly to the funeral home.

Is policy being assigned to a funeral home? ☐ Yes ☐ No

Section A. Policy information:

Policy numbers under which claim is being made:

L2154365

Insured's Name in Full: Simon L. Bernstein
FIRST MI LAST

Also known as: _____
(Nicknames, maiden name, etc)

Address at time of death: 7020 Lions Head Lane

City, State, Zip: Boca Raton, FL 33496

Social Security Number: 371-32-5211

Date of Birth: 12/2/1935 Place of Birth: Flint, Michigan

Date of Death: 09/13/2012 State of Residence @Death: Florida

Cause of Death: Myocardial Infarct, severe coronary atherosclerosis

If an Accidental Death claim is being filed, attach newspaper clippings and police report.

If the policy is less than 24 months old, please provide the name and address of all physicians who attended deceased during the past five years:

Full Name	Street Address	City, State, Zip	Dates Treated	Disease or Condition:

Use additional sheets if necessary.

Section B. Beneficiary Information

- If an attorney-in-fact under a Power of Attorney is filing on behalf of the beneficiary, a copy of the Power of Attorney must be provided.
- If the beneficiary is an the Estate, the Claimant's Statement must be completed by the executor or administrator of the Insured's Estate. A certified copy of the Letters of Administration appointing the executor or administrator should also be attached.
- If the beneficiary is a minor, the Claimant's Statement must be completed by the guardian of the minor's Estate and copies of the letters appointing guardianship must be submitted.
- If the beneficiary is a former spouse, include a copy of the divorce decree and the property settlement.
- If the beneficiary is a trust, the Claimant's Statement must be completed by the trustee and a complete copy of the trust agreement and tax ID should be attached.

Beneficiary's Name: _____
FIRST MI LAST

Name of trust or estate (if applicable) Estate of Simon L. Bernstein Date of trust _____

Date of Birth: _____ SSN or TIN: 30-6329442

Address: 4855 Technology Way Suite 720

City, State, Zip: Boca Raton, FL 33431

Email address: rspallina@tescherspallina.com

Telephone No: (H) (W) 561 997 7008 (C)

Relationship to Insured: Estate Best time to call: daytime

I do hereby make claim to the policy(ies) listed in Section A of the Claimant's Statement. I declare that the answers recorded are true and complete to the best of my knowledge. I have read the applicable fraud statement. I agree that the furnishing of this and any supplemental forms do not constitute an admission by the Company that there was any insurance in force on the life in question, nor a waiver of its rights or defenses.

_____ 9/15/13
Signature of Claimant **Date**

Robert L. Spallina Personal Representative of Estate
Name of Claimant **Relationship to Insured**

Important Information About the USA PATRIOT Act

To help fight the funding of terrorism and money laundering activities, the U.S. government has passed the USA PATRIOT Act, which requires banks, including our processing agent bank, to obtain, verify and record information that identifies persons who engage in certain transactions with or through a bank.

This means that we will need to verify the **name, residential or street address (no P.O. Boxes), date of birth and Social Security Number or other tax identification number** of all account owners

The Cincinnati Life Insurance Company
P.O. Box 145496, Cincinnati, Ohio 45250-5496

CLAIMANT'S STATEMENT, continued

Section C. Payment Options for Life Insurance Benefits

You are eligible to select from the following payment options, unless the policy restricts your rights. ***Please indicate which option you prefer.***

☑ **Lump Sum Check.** A check will be issued directly to the beneficiary. If proceeds are less than $10,000 or payable to a minor, corporation, estate or trust, this option will be used.

☐ **Settlement Option.** In addition to the Benefit Access Account or a lump sum check, other settlement options may be available. A brief explanation of available settlement options will be provided with your Claimant's Statement. If you have questions regarding settlement options, you may contact the company's Life Claims Department at 1-888-212-6970 to speak with a claim processor.

Indicate settlement option you choose: _____ .

By signing this document, I hereby acknowledge that I have read the information about payment options available and have selected one of the above options as the means of receiving payment for proceeds due from a life insurance policy from The Cincinnati Life Insurance Company.

Signature of Claimant

9/13/13
Date

Robert L. Spalling
Name

Section D. State Required Information

If your state requires additional information in regard to life insurance claims, it will be indicated here.

Section E. Request for Taxpayer Identification Number and Certification

The Internal Revenue Service requires that you provide The Cincinnati Life Insurance Company with your correct Social Security Number or Tax Identification Number. We may have to withhold, and send to the IRS on your behalf, 28% of any interest due to you, unless you provide us with the correct Social Security Number, and state that you have not been notified that you are subject to an IRS backup withholding order on interest and dividends.

Social Security Number:	OR	**Employer, Trust, or Estate Tax ID Number:**
___-___-____		30-6329442

☐ Check this box if you are not a U.S. citizen or resident and complete an IRS W-8BEN form instead of completing the remainder of this section.

CERTIFICATION. Under penalty of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number, and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person or U.S. resident alien.

NOTE: Cross out number 2 above if you have been notified by the IRS that you are subject to backup withholding because you have underreported interest or dividends on your tax return.

Signature of Claimant	**Date** 5/13/13
Robert L. Spallina	
Print Name of Person/Party Signing	
Relationship to Insured	

Section F. Form 712 – Life Insurance Statement

☐ **Check this box if you require an IRS Form 712.**

Section G. Statement Policy Loss

Complete this section if policy cannot be located.

This policy was lost or destroyed. If the policy is later found, I agree to surrender it to the company without claim.

Signature	**Date**

The Cincinnati Life Insurance Company
P.O. Box 145496, Cincinnati, Ohio 45250-5496

CLAIMANT'S STATEMENT, continued

Section H. Authorization to Obtain and Disclose Information

Authorization for Release of Information

I hereby authorize any licensed physician; medical practitioner; hospital; clinic or other medical or medically-related facility; the Veterans Administration; Social Security Administration; Internal Revenue Service; financial institution; employer; consumer reporting agency; law enforcement agency or governmental entity; prescription database service; MIB or any organization that has any medical or nonmedical information regarding the Insured to give all such information to The Cincinnati Life Insurance Company or its authorized representative.

This shall include but not be limited to any information regarding the Insured's health history, including all consultations and treatments about mental illness and the use of drugs, alcohol or tobacco (excluding psychotherapy notes); prescription drug information; Human Immunodeficiency Virus (HIV) infection; Acquired Immune Deficiency Syndrome (AIDS); and the diagnosis, treatment or prognosis of any physical condition.

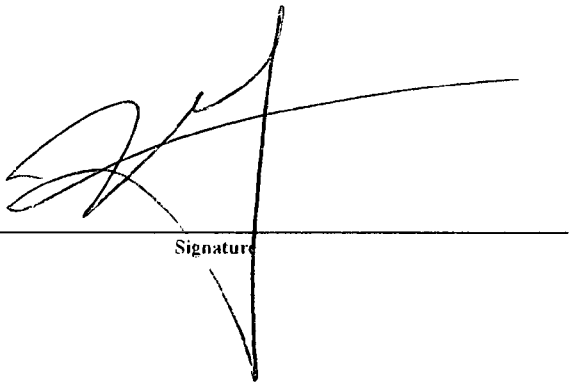
The patient or the patient's representative must read and sign the following statements:

1. I understand that this information will be used to evaluate my claim for insurance benefits and if I refuse to sign this authorization to release my records, The Cincinnati Life Insurance Company may not be able to investigate and/or pay my claim.
2. Information disclosed pursuant to this authorization may not be subject to state or federal privacy regulations and laws.
3. I may revoke this authorization at any time by sending a written request to The Cincinnati Life Insurance Company at the above address, but such revocation will not affect information that has already been requested, collected, used or disclosed in reliance on this authorization.
4. This authorization will be valid from the date signed for a period of two years unless revoked in writing.
5. Any request that I have made to my medical providers to restrict information disclosed does not apply to this authorization.
6. I may obtain a copy of this authorization form by sending a written request to The Cincinnati Life Insurance Company at the above address.
7. A photographic copy of this authorization shall be as valid as the original.

Signed on: 9 (Month) 15 (Day) 2013 (Year)

Robert Sterling
Name (please print)

Attorney
(if signing as personal representative, specify relationship to Patient)


Signature

CLI-8513 (12/11)

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF

SIMON L. BERNSTEIN,

Deceased.

PROBATE DIVISION

File No. 502012CP004391XXXXSB

IZ

2012 OCT -2 AM 9:31
SHARON R. BOCK
CLERK
PALM BEACH COUNTY, FL
SOUTH CITY BRANCH-FILED

LETTERS OF ADMINISTRATION

TO ALL WHOM IT MAY CONCERN

WHEREAS, Simon L. Bernstein, a resident of Palm Beach County, died on September 13, 2012, owning assets in the State of Florida, and

WHEREAS, Robert L. Spallina and Donald R. Tescher have been appointed as co-Personal Representatives of the Estate of the decedent and has performed all acts prerequisite to issuance of Letters of Administration in the estate,

NOW, THEREFORE, I, the undersigned Circuit Judge, declare Robert L. Spallina and Donald R. Tescher as duly qualified under the laws of the State of Florida to act as co-Personal Representatives of the Estate of Simon L. Bernstein, deceased, with full power to administer the estate according to law; to ask, demand, sue for, recover and receive the property of the decedent; to pay the debts of the decedent as far as the assets of the estate will permit and the law directs; and to make distribution of the estate according to law.

DONE and ORDERED in Chambers at Delray, Palm Beach County, Florida, on this 2 day of Oct, 2012.

Estate must be closed 12 months from the date of order

Circuit Judge

STATE OF FLORIDA - PALM BEACH COUNTY
I hereby certify that the foregoing is a true copy as recorded in my office and the same is in full force and effect.
DATED THIS 2 DAY OF OCT 20 12
SHARON R. BOCK
CLERK & COMPTROLLER
By: DEPUTY CLERK

Bar Form No. P-3 0420
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Text Revised October 1, 1998

STATE OF FLORIDA

THIS DOCUMENT HAS A LIGHT BACKGROUND ON TRUE WATERMARKED PAPER. HOLD TO LIGHT TO VERIFY FLORIDA WATERMARK.

OFFICE of VITAL STATISTICS

CERTIFICATION OF DEATH

STATE FILE NUMBER: 2012256765

DATE ISSUED: December 20, 2012

STATE FILE DATE: September 17, 2012

DECEDENT INFORMATION

NAME: SIMON LEON BERNSTEIN

DATE OF DEATH: September 13, 2012 SEX: MALE SSN: 371-32-5211 AGE: 076 YEARS
DATE OF BIRTH: December 2, 1935 BIRTHPLACE: FLINT, MICHIGAN
PLACE OF DEATH: INPATIENT
FACILITY NAME OR STREET ADDRESS: DELRAY MEDICAL CENTER
LOCATION OF DEATH: DELRAY BEACH, PALM BEACH COUNTY

SURVIVING SPOUSE, DECEDENT'S RESIDENCE AND HISTORY INFORMATION

MARITAL STATUS: WIDOWED
SPOUSE: NONE
RESIDENCE: 7020 LIONS HEAD LANE, BOCA RATON, FLORIDA 33496 COUNTY: PALM BEACH
OCCUPATION, INDUSTRY: SALES, LIFE INSURANCE
RACE: _X_ White ___Black or African American ___Asian Indian ___Chinese ___Filipino ___Native Hawaiian ___Japanese ___Korean
___American Indian or Alaskan Native--Tribe: ___Vietnamese ___Other Asian:
___Guamian or Chamorro ___Samoan ___Other Pacific Isl: ___Other: ___Unknown
HISPANIC OR HAITIAN ORIGIN? NO, NOT OF HISPANIC/HAITIAN ORIGIN
EDUCATION: HIGH SCHOOL GRADUATE OR GED EVER IN U.S. ARMED FORCES? NO

PARENTS AND INFORMANT INFORMATION

FATHER: THEODORE BERNSTEIN
MOTHER: NORA UNKNOWN
INFORMANT: TED STUART BERNSTEIN
RELATIONSHIP TO DECEDENT: SON
INFORMANT'S ADDRESS: 880 Berkley Street, BOCA RATON, FLORIDA 33487

PLACE OF DISPOSITION AND FUNERAL FACILITY INFORMATION

PLACE OF DISPOSITION: THE GARDENS MEMORIAL PARK
BOCA RATON, FLORIDA
METHOD OF DISPOSITION: ENTOMBMENT
FUNERAL DIRECTOR/LICENSE NUMBER: GARRETT JACOBS, F019844
FUNERAL FACILITY: BOCA RATON FUNERAL HOME F040152
19785 HAMPTON DRIVE, BOCA RATON, FLORIDA 33434

CERTIFIER INFORMATION

TYPE OF CERTIFIER: MEDICAL EXAMINER MEDICAL EXAMINER CASE NUMBER: 121500913
TIME OF DEATH (24 hr 0227
CERTIFIER'S NAME: MICHAEL D BELL
CERTIFIER'S LICENSE NUMBER: ME54359
NAME OF ATTENDING PHYSICIAN (If other than Certifier): NOT APPLICABLE

CAUSE OF DEATH AND INJURY INFORMATION

PROBABLE MANNER OF DEATH: NATURAL
CAUSE OF DEATH - PART I - and Approximate Interval: Onset to Death:
a MYOCARDIAL INFARCT

b SEVERE CORONARY ATHEROSCLEROSIS

c

d

PART II - Other significant conditions contributing to death but not resulting in the underlying cause given in PART I:
BRONCHOPNEUMONIA, CIRRHOSIS

AUTOPSY PERFORMED? YES AUTOPSY FINDINGS AVAILABLE TO COMPLETE CAUSE OF DEATH? YES
DATE OF SURGERY: DID TOBACCO USE CONTRIBUTE TO DEATH? NO
REASON FOR SURGERY:
IF FEMALE, WAS SHE PREGNANT WITHIN THE PAST YEAR? NOT APPLICABLE
DATE OF INJURY: NOT APPLICABLE TIME OF INJURY (24 hr): INJURY AT WORK?
LOCATION OF INJURY:
DESCRIBE HOW INJURY OCCURRED:

PLACE OF INJURY:
IF TRANSPORTATION INJURY, Status of Decedent: Type of Vehicle:

C. Meade Jr. ,State Registrar REQ: 2013376149

THE ABOVE SIGNATURE CERTIFIES THAT THIS IS A TRUE AND CORRECT COPY OF THE OFFICIAL RECORD ON FILE IN THIS OFFICE.

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DH FORM 1947 (11/11)

CERTIFICATION OF VITAL RECORD

FLORIDA DEPARTMENT OF HEALTH

VOID IF ALTERED OR ERASED

VOID IF ALTERED OR ERASED

STATE OF FLORIDA

OFFICE of VITAL STATISTICS

CERTIFIED COPY

TYPE IN PERMANENT BLACK INK

LOCAL FILE NO. 600/2823

FLORIDA CERTIFICATE OF DEATH

VOID IF ALTERED OR ERASED

DEMOGRAPHIC INFORMATION TO BE COMPLETED BY: FUNERAL DIRECTOR

1. DECEDENT'S NAME (First, Middle, Last, Suffix): Shirley Bernstein
2. SEX: Female
3. DATE OF BIRTH (Month, Day, Year): June 29, 1939
4a. AGE-Last Birthday (Years): 71
4b. UNDER 1 YEAR: Months / Days
4c. UNDER 1 DAY: Hours / Minutes
5. DATE OF DEATH (Month, Day, Year): December 8, 2010
6. SOCIAL SECURITY NUMBER: 347-30-9749
7. BIRTHPLACE (City and State or Foreign Country): Chicago, Illinois
8. COUNTY OF DEATH: Palm Beach
9. PLACE OF DEATH (Check only one): HOSPITAL: __ Inpatient X Emergency Room/Outpatient __ Dead on Arrival; NON-HOSPITAL: __ Hospice Facility __ Nursing Home/Long Term Care Facility __ Decedent's Home __ Other (Specify)
10. FACILITY NAME (If not Institution, give street address): Boca Raton Regional Hospital
11a. CITY, TOWN, OR LOCATION OF DEATH: Boca Raton
11b. INSIDE CITY LIMITS? X Yes __ No
12. MARITAL STATUS (Specify): X Married __ Married, but Separated __ Widowed __ Divorced __ Never Married
13. SURVIVING SPOUSE'S NAME (If wife, give maiden name): Simon Bernstein
14a. RESIDENCE - STATE: Florida
14b. COUNTY: Palm Beach
14c. CITY, TOWN, OR LOCATION: Boca Raton
14d. STREET ADDRESS: 7020 Lions Head Lane
14e. APT. NO.:
14f. ZIP CODE: 33496
14g. INSIDE CITY LIMITS? __ Yes X No
15a. DECEDENT'S USUAL OCCUPATION (Indicate type of work done during most of working life.) Do not use "Retired": Homemaker
15b. KIND OF BUSINESS/INDUSTRY: Own Home
16. DECEDENT'S RACE (Specify the race/races to indicate what decedent considered herself/himself to be. More than one race may be specified.): X White __ Black or African American __ American Indian or Alaskan Native (Specify tribe) __ Asian Indian __ Chinese __ Filipino __ Japanese __ Korean __ Vietnamese __ Other Asian (Specify) __ Native Hawaiian __ Guamanian or Chamorro __ Samoan __ Other Pacific Isl. (Specify) __ Other (Specify)
17. DECEDENT OF HISPANIC OR HAITIAN ORIGIN? (Specify if decedent was of Hispanic or Haitian Origin.) __ Yes (If Yes, specify) X No __ Mexican __ Puerto Rican __ Cuban __ Central/South American __ Other Hispanic (Specify) __ Haitian
18. DECEDENT'S EDUCATION (Specify the decedent's highest degree or level of school completed at time of death.): __ 8th or less __ High school but no diploma X High school diploma or GED __ College but no degree __ College degree (Specify) __ Associate __ Bachelor's __ Master's __ Doctorate
19. WAS DECEDENT EVER IN U.S. ARMED FORCES? __ Yes X No
20. FATHER'S NAME (First, Middle, Last, Suffix): Ennio Thomas
21. MOTHER'S NAME (First, Middle, Maiden Surname): Fae Povitsky
22a. INFORMANT'S NAME: Simon Bernstein
22b. RELATIONSHIP TO DECEDENT: Husband
23a. INFORMANT'S MAILING - STATE: Florida
23b. CITY OR TOWN: Boca Raton
23c. STREET ADDRESS: 7020 Lions Head Lane
23d. ZIP CODE: 33496
24. PLACE OF DISPOSITION (Name of cemetery, crematory, or other place): Gardens Memorial Park
25a. LOCATION - STATE: Florida
25b. LOCATION - CITY OR TOWN: Boca Raton
26a. METHOD OF DISPOSITION: __ Burial X Entombment __ Cremation __ Donation __ Removal from State __ Other (Specify)
26b. IF CREMATION, DONATION OR BURIAL AT SEA, WAS MEDICAL EXAMINER APPROVAL GRANTED? __ Yes __ No
27a. LICENSE NUMBER (of Licensee): FD19844
27b. SIGNATURE OF FUNERAL SERVICE LICENSEE OR PERSON ACTING AS SUCH:
28. NAME OF FUNERAL FACILITY: Boca Raton Funeral Home
29a. FACILITY'S MAILING - STATE: Florida
29b. CITY OR TOWN: Boca Raton
29c. STREET ADDRESS: 9050 Kimberly Blvd. #65
29d. ZIP CODE: 33434

MEDICAL CERTIFIER

30. CERTIFIER: X Certifying Physician - To the best of my knowledge, death occurred at the time, date and place, and due to the cause(s) and manner stated. (Check one) __ Medical Examiner - On the basis of examination, and/or investigation, in my opinion, death occurred at the time, date and place, due to the cause(s) and manner stated.
31a. (Signature and Title of Certifier): Kenneth Homer MD
31b. DATE SIGNED (mm/dd/yyyy): 12-16-2010
32. TIME OF DEATH (24 hr.): 1519
33. MEDICAL EXAMINER'S CASE NUMBER:
34a. LICENSE NUMBER (of Certifier): ME007305
34b. CERTIFIER'S NAME: KENNETH Homer MD
35. NAME OF ATTENDING PHYSICIAN (If other than Certifier):
36a. CERTIFIER'S - STATE: Florida
36b. CITY OR TOWN: Fort Lauderdale
36c. STREET ADDRESS: 5601 N. Dixie Hwy. # 412
36d. ZIP CODE: 33334
37. SUBREGISTRAR - Signature and Date:
38a. LOCAL REGISTRAR - Signature:
38b. DATE FILED BY REGISTRAR (Mo., Day, Yr.): DEC 17 2010

CAUSE OF DEATH TO BE COMPLETED BY: MEDICAL CERTIFIER

38. PROBABLE MANNER OF DEATH: X Natural. The following are under the jurisdiction of the medical examiner: __ Accident __ Suicide __ Homicide __ Pending Investigation __ Undetermined
40. REPORTED TO MEDICAL EXAMINER DUE TO CAUSE OF DEATH? __ Yes X No
41. CAUSE OF DEATH - PART I (See instructions on back) IMMEDIATE CAUSE (Final disease or condition resulting in death): Enter the chain of events - diseases, injuries, or complications - that directly caused the death. Enter only one cause on a line. DO NOT enter terminal event such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. Approximate Interval: Onset to Death
Sequentially list conditions, if any, leading to the cause listed on line a. Enter the UNDERLYING CAUSE (disease or injury that initiated the events resulting in death) LAST
a. Respiratory Arrest
b. Pulmonary Hemorrhage
c. Lung Cancer (Adenocarcinoma)
d.
PART II. Other significant conditions contributing to death but not resulting in the underlying cause given in PART I
42a. WAS AN AUTOPSY PERFORMED? __ Yes X No
42b. WERE AUTOPSY FINDINGS AVAILABLE TO COMPLETE THE CAUSE OF DEATH? __ Yes __ No
43a. IF SURGERY MENTIONED IN PART I OR II, ENTER REASON FOR SURGERY
43b. DATE OF SURGERY (Mo., Day, Yr.)
44. DID TOBACCO USE CONTRIBUTE TO DEATH? __ Yes __ No __ Probably __ Unknown
45. IF FEMALE, WAS SHE PREGNANT WITHIN THE PAST YEAR: __ Yes __ No __ Unknown. If Yes, specify timeframe: __ at time of death __ within 1 to 42 days of death __ within 43 days to 1 year of death
46. DATE OF INJURY (Month, Day, Year)
47. TIME OF INJURY (24 hr.)
48. INJURY AT WORK? __ Yes __ No
49a. LOCATION OF INJURY - STATE
49b. CITY OR TOWN
49c. STREET ADDRESS
49d. APT. NO.
49e. ZIP CODE
50. DESCRIBE HOW INJURY OCCURRED
51. PLACE OF INJURY (e.g. Decedent's home, construction site, restaurant, wooded area)
IF TRANSPORTATION INJURY, 52a. Status of Decedent: __ Driver/Operator __ Passenger __ Pedestrian __ Other (Specify)
52b. Type of Vehicle: __ Car/Minivan __ S.U.V __ Motorcycle __ Pickup Truck/Cargo Van __ Bus __ Heavy Transport __ Other (Specify)

DH Form 5103, Jul. 2004 (Obsoletes previous editions which may not be used)

Pearlie Brown
DEC 20 2010

GREAT SEAL OF THE STATE OF FLORIDA IN GOD WE TRUST

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FLORIDA DEPARTMENT OF HEALTH

DH FORM 1947 (08/04)

37418221

CERTIFICATION OF VITAL RECORD

VOID IF ALTERED OR ERASED

TS004400

Kimberly Moran

From: Robert Spallina
Sent: Wednesday, September 04, 2013 1:35 PM
To: Kimberly Moran
Subject: FW: S. Bernstein life ins policy, CIncinnati Life

From: Binzer, Ann [mailto:Ann_Binzer@CINFIN.com]
Sent: Tuesday, September 03, 2013 4:45 PM
To: Robert Spallina
Cc: Kenny, Penny
Subject: S. Bernstein life ins policy, CIncinnati Life

Mr. Spallina,

A recent review of our records indicates that Simon Bernstein was issued a life insurance policy by our Company. His wife Shirley was the named beneficiary. Since she passed away before Mr. Bernstein, his Estate is the beneficiary. Ted Bernstein advised us that you are the Executor of Simon's Estate.

Please complete the enclosed Claimant's Statement and return it to us, along with a certified copy of Simon's death certificate, a copy of Shirley's death certificate, and appointment papers showing you as the Executor.
The State of Illinois requires that we notify you that we will pay 10% interest if we have not processed the claim within 31 days of receipt of claim requirements.

If you have questions, you may contact Penny Kenny, who will be handling this claim. We appreciate your assistance.

Sincerely,

Ann S. Binzer, FLHC, FALU, CLU, ChFC, FLMI
Assistant Vice President, Life Claims
The Cincinnati Life Insurance Company
PO Box 145496
Cincinnati, Ohio 45250
phone (513) 870-2282
fax (513) 881-8116

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Headquarters: 6200 S. Gilmore Road, Fairfield, OH 45014-5141
Mailing address: P.O. Box 145496, Cincinnati, OH 45250-5496
www.cinfin.com ■ 513-870-2000

Claimant's Statement for Life Insurance Benefits

IF YOU NEED ASSISTANCE FILING YOUR CLAIM, PLEASE CONTACT US AT 1-888-212-6970 OR LIFE-HEALTHCLAIMS@CINFIN.COM

Please review the checklist below prior to submitting your claim:

- ☐ **Death Certificate**: A certified copy of the death certificate, including cause and manner of death, must be provided to us.
- ☐ **Policy**: Please send the policy to us. If the policy has been lost, mark this in Section G on the Claimant's Statement. If there are other insureds still covered by the policy, it does not need to be returned.
- ☐ **Claimant's Statement:** Please be sure to follow the instructions on the form, complete all applicable sections, and sign and date the form where indicated. If there is more than one claimant, each person must complete a separate Claimant's Statement.
- ☐ **Fraud Warning Statement.** Please review the fraud warning for your state.
- ☐ **Payment Options.** Review the information regarding payment options in Section C of the Claimant Statement and mark which option you prefer.
- ☐ **Tax Identification Number.** In Section E of the Claimant's Statement, all claimants must provide their Social Security Number or Employer, Tax, Trust or Estate Tax ID Number and complete the certification ensuring the number is correct and indicating whether you are subject to backup withholding. If this section is not complete, we are required to withhold taxes on any interest earned on the death claim proceeds.
- ☐ **Authorization to Release Medical Information.** Section H must be completed if the insured died within two years of the date the policy was issued or reinstated, or if the cause of death was accidental and you are claiming those benefits.

Additional requirements may be requested from the Claims Department.

RETURN COMPLETED FORMS TO:

THE CINCINNATI LIFE INSURANCE COMPANY
Life Claims
P.O. BOX 145496
CINCINNATI, OHIO 45250

Phone 513-870-2000 or 888-212-6970
Fax 513-870-2969
Email: Life-HealthClaims@cinfin.com

Form CLI-8682-B

THE CINCINNATI LIFE INSURANCE COMPANY

P.O. BOX 145496, CINCINNATI, OHIO 45250-5496

CLAIM FRAUD WARNING STATEMENTS

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.
The laws of the states below require the company to provide the following state specific statements:
Alabama, New Mexico – ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CRIMINAL PENALTIES.
Alaska – A person who knowingly and with intent to injure, defraud or deceive an insurance company files a claim containing false, incomplete or misleading information may be prosecuted under state law.
Arkansas, Louisiana, Massachusetts, Rhode Island and West Virginia – Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
Arizona – For your protection Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.
California – For your protection California law requires the following to appear on this form. Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.
Colorado – It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.
District of Columbia – WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.
Delaware – Any person who knowingly, and with intent to injure, defraud or deceive any insurer, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.
Florida – Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.
Idaho – Any person who knowingly, and with intent to defraud or deceive any insurance company, files a statement containing any false, incomplete, or misleading information is guilty of a felony.
Indiana – A person who knowingly and with the intent to defraud an insurer files a statement of claim containing any false, incomplete, or misleading information commits a felony.
Kentucky – Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.
Maine, Tennessee, Virginia and Washington – It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.
Maryland – ANY PERSON WHO KNOWINGLY OR WILLFULLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR WHO KNOWINGLY OR WILLFULLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.
Minnesota – A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.
New Hampshire – Any person who, with a purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.
New Jersey – Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.
New York – Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.
Ohio – Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.
Oklahoma – WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.
Pennsylvania – Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.
Texas – Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

CLI-6263 (8/12)

LAW OFFICES
TESCHER & SPALLINA, P.A.

BOCA VILLAGE CORPORATE CENTER I
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FLORIDA 33431

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ROBERT L. SPALLINA
LAUREN A. GALVANI

SUPPORT STAFF
DIANE DUSTIN
KIMBERLY MORAN
SUANN TESCHER

August 23, 2013

VIA U.S. MAIL

Ted S. Bernstein
880 Berkeley Street
Boca Raton, FL 33487

Eliot Bernstein
2753 NW 34th Street
Boca Raton, FL 33434

Lisa S. Friedstein
2142 Churchill Lane
Highland Park, IL 60035

Pamela B. Simon
950 North Michigan Ave.
Suite 2603
Chicago, IL 60606

Jill Iantoni
2101 Magnolia Lane
Highland Park, IL 60035

Re: Estate of Simon Bernstein - Disposition of Jewelry

Dear Ladies and Gentlemen:

As you may recall, we previously provided to you a formal appraisal of the jewelry. We would like to dispose of the jewelry which under the Last Will of your father would pass in equal shares to the five of you. We can do this in one of two ways: either negotiate a sale of all of the jewelry to a third party and divide the proceeds equally or you could each bid on a particular item or items in an amount that is equal to or greater than the appraised value. In the latter case, if more than one of you wishes to bid on the same item, we would provide for a procedure for each bidder to provide us with their maximum purchase price and the highest price will prevail.

We have had an offer for a bulk sale of all of the jewelry from David Schneider, a local jeweler. He has offered to purchase most of the jewelry for approximately $60,000.00 to $65,000.00.

Unless we hear from one or more of you that you would prefer a bidding process as to some or all of the jewelry within ten (10) days from the date of this letter, we will proceed to consummate a bulk sale with Mr. Schneider.

Naturally, should you have any questions regarding the foregoing, please do not hesitate to contact us.

Sincerely yours,

ROBERT L. SPALLINA

O.K. WITH ME Ted

RLS/km
cc: Donald R. Tescher, Esq.

Robert Spallina

From: Messuri, Anthony [AMessuri@cbizgl.com]
Sent: Wednesday, July 24, 2013 11:57 AM
To: Robert Spallina
Cc: DeRosa, Linda; Lewin, Jerry
Subject: RE: Bernstein

Ok Great.

Thanks,

Anthony

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Wednesday, July 24, 2013 11:57 AM
To: Messuri, Anthony
Cc: DeRosa, Linda; Lewin, Jerry
Subject: RE: Bernstein

Nothing has changed for 2012

From: Messuri, Anthony [mailto:AMessuri@cbizgl.com]
Sent: Wednesday, July 24, 2013 11:08 AM
To: Robert Spallina
Cc: DeRosa, Linda; Lewin, Jerry
Subject: FW: Bernstein

Robert,

We have some questions regarding the Bernstein entities;

Bernstein Family Investments, LLLP

As of 12/31/11 the ownership was Simon Bernstein Trust 49.5%, Shirley Bernstein Trust 49.5%, & Bernstein Holdings, LLC 1.0%. For 2012 has the ownership of this entity changed at all? If so, please provide a schedule showing the name and their ownership % for each owner.

Bernstein Holdings, LLC

As of 12/31/11 the ownership was Simon Bernstein Trust 48.5%, Shirley Bernstein Trust 48.5%, Eliot Bernstein Family Trust 1%, Jill Iantoni Family Trust 1%, & Lisa Friedstein Family Trust 1%. For 2012 has the ownership of this entity changed at all? If so, please provide a schedule showing the name and their ownership % for each owner.

For 2012 I assume we will be preparing the returns for all of the above mentioned trusts. Please confirm.

Thanks,

Anthony

From: Messuri, Anthony
Sent: Wednesday, July 24, 2013 10:12 AM
To: 'Robert Spallina'
Cc: Lewin, Jerry; DeRosa, Linda; Prindle, Christopher R
Subject: RE: Bernstein

Robert,

We will contact Chris Prindle directly and request each of the 2012 monthly brokerage statements for Bernstein Family Investments and the year end 1099 for Bernstein Holdings, LLC. To our knowledge there is nothing with the Stanford CD which was written off in prior years.

Thanks,

Anthony

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Tuesday, July 23, 2013 4:39 PM
To: Messuri, Anthony
Cc: Lewin, Jerry; DeRosa, Linda; Prindle, Christopher R
Subject: RE: Bernstein

This information would come from Chris Prindle at JP Morgan. There should be a 1099 for the activity. Not sure what else was reported on prior returns for the entity?? Was there a Stanford CD and associated write-offs??

From: Messuri, Anthony [mailto:AMessuri@cbizgl.com]
Sent: Tuesday, July 16, 2013 2:04 PM
To: Robert Spallina
Cc: Lewin, Jerry; DeRosa, Linda
Subject: FW: Bernstein
Importance: High

Robert,

How are you progressing with the 2013 tax information for the Bernstein Family Investments, LLLP?

Please give Jerry Lewin a call or myself.

Thanks,

Anthony

From: Messuri, Anthony
Sent: Tuesday, July 02, 2013 3:00 PM
To: 'Robert Spallina'
Cc: DeRosa, Linda
Subject: Bernstein

Robert,

Just checking in to see when we should expect to receive the 2012 information for the Bernstein Family Investments, LLLP. This entity passes through to various other entities and I just wanted to get the ball rolling and not wait for the 9/15/13 deadline.

Please advise.

Thanks,

Anthony

Anthony Messuri, E.A. | Senior Tax Associate
CBIZ MHM, LLC
1675 N. Military Trail
5th Floor
Boca Raton, FL 33486
p: 561-994-5050
f: 561-241-0071
e: amessuri@cbiz.com

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www.cbizsouthflorida.com and www.mhm-pc.com
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Robert Spallina

From: Ted Bernstein [tbernstein@lifeinsuranceconcepts.com]
Sent: Tuesday, June 11, 2013 5:00 PM
To: Robert Spallina
Subject: RE: Shirley Bernstein Trust

Deborah sent out a check to them a few days before you sent your previous email. We are now set up to do things electronically.

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Tuesday, June 11, 2013 4:29 PM
To: Ted Bernstein
Subject: RE: Shirley Bernstein Trust

Is this taken care of?

From: Ted Bernstein [mailto:tbernstein@lifeinsuranceconcepts.com]
Sent: Thursday, June 06, 2013 8:28 PM
To: Robert Spallina
Subject: FW: Shirley Bernstein Trust

Robert > email below is related to making it easier to pay things such as the Wells interest. They make it nearly impossible for us to make that payment. Every time we call it is a runaround re authorization. As you can see, we started the process with JP to do everything electronically.

Sorry about not getting back to you after our call. I am placing a very large policy right now and it's crunch time. I will give you a call tomorrow and will try to run over a batch of mail.

Go Heat!

From: Marcin, Matthew [mailto:matthew.marcin@jpmorgan.com]
Sent: Thursday, June 06, 2013 2:50 PM
To: Ted Bernstein
Cc: Bernstein Deborah; Deborah Bernstein; PB-Service0938; McNally, Gavin
Subject: Shirley Bernstein Trust

Mr. Bernstein,

We received a call from Mrs. Bernstein this afternoon to set up online access for the Shirley Bernstein account, but we first need to have her added to the account for inquiry access. To add her to the account, please see the attached document. Please have Mrs. Bernstein fill out the top of the form with her information. You will only need to sign and date the bottom of the form. I will follow with a separate email containing a password to unlock the document. You can either fax (866-225-2315) or PDF the completed form back to me. Once I receive the form, it will take about 3 business days to have the user ID created. Please feel free to call me with any questions, my number is 800-576-0938. Have a great day.

Regards,

Matthew Marcin | Client Service Associate | Private Bank
J.P. Morgan | 500 Stanton Christiana Road, Ops 3 Floor 01, Newark, DE 19713-2107
T: 800-576-0938 | I: 302-634-2037 | F: 866-225-2315| pb-service0938@jpmorgan.com

To ensure a prompt response, please direct your reply to our team:
T: 800-576-0938 | F: 866-225-2315| pb-service0938@jpmorgan.com

Alternate contacts: John C Hawkins | T: 800-576-0938 | F: 866-225-2315

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Robert Spallina

From: Robert Spallina
Sent: Monday, June 10, 2013 3:22 PM
To: 'Ted Bernstein'
Subject: RE: Jewelry

Please get written consent from the others and we will move forward after offering Eliot x number of days to match the offer.

-----Original Message-----
From: Ted Bernstein [mailto:tbernstein@lifeinsuranceconcepts.com]
Sent: Monday, June 10, 2013 12:55 PM
To: Robert Spallina
Subject: FW: Jewelry

In fact, here is an email from Pam sent a little while ago. I just came across it after sending you the email I sent a minute ago. Actually, I don't know the answer to that, do you?

-----Original Message-----
From: Pam Simon [mailto:pambsimon@icloud.com]
Sent: Monday, June 10, 2013 12:12 PM
To: Ted Bernstein
Subject: Jewelry

Hi Theo- if Mr. Spallina takes the offer on the jewelry will the money be distributed to the 5 of us kids right away?
Xoxo

Robert Spallina

From: Ted Bernstein [tbernstein@lifeinsuranceconcepts.com]
Sent: Wednesday, May 29, 2013 4:14 PM
To: Robert Spallina
Subject: RE: Closing

Good to know. That guy has a buyer who is supposedly interested in purchasing the jewelry and he suggested that we give him a number that we would sell for.

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Wednesday, May 29, 2013 3:54 PM
To: Ted Bernstein
Subject: RE: Closing

Yes same range

From: Ted Bernstein [mailto:tbernstein@lifeinsuranceconcepts.com]
Sent: Wednesday, May 29, 2013 3:52 PM
To: Robert Spallina
Subject: RE: Closing

50-60k for the 3 rings

Ted Bernstein
561-988-8984

Sent from my Samsung Galaxy Note™

-------- Original message --------
Subject: RE: Closing
From: Robert Spallina <rspallina@tescherspallina.com>
To: Ted Bernstein <tbernstein@lifeinsuranceconcepts.com>
CC: RE: Closing

I do not know what the first guy estimated

From: Ted Bernstein [mailto:tbernstein@lifeinsuranceconcepts.com]
Sent: Wednesday, May 29, 2013 10:38 AM
To: Robert Spallina
Subject: Re: Closing

Real estate taxes for 2010 for Aragon - somehow were unpaid.

Was the jewelry appraisal for the 2 rings close to the value stated by the 1st guy, David Schneider?

Ted Bernstein
561-988-8984
tbernstein@lifeinsuranceconcepts.com

On May 29, 2013, at 10:10 AM, "Robert Spallina" <rspallina@tescherspallina.com> wrote:

2010 taxes? We did receive the appraisal of the jewelry yesterday. I can send out to everyone and close that loop finally. We are in a position to file the inventory for the estate. We will do that as well.

From: Ted Bernstein [mailto:tbernstein@lifeinsuranceconcepts.com]
Sent: Tuesday, May 28, 2013 7:09 PM
To: Robert Spallina
Subject: RE: Closing

Robert > a day or two before closing, the attorneys found a couple of unpaid items, such as taxes from 2010. They preferred to have all of those costs deducted at closing.

Were you able to get the jewelry appraised yet?

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Tuesday, May 28, 2013 12:05 PM
To: Ted Bernstein
Subject: RE: Closing

There are association fees and property taxes that are on the closing statement that I thought you paid previously with trust funds that I had to distribute to you??

From: Ted Bernstein [mailto:tbernstein@lifeinsuranceconcepts.com]
Sent: Thursday, May 23, 2013 5:59 PM
To: Robert Spallina
Subject: Fwd: Closing

Ted Bernstein
561-988-8984

Sent from my Samsung Galaxy Note™

-------- Original message --------
Subject: Closing
From: Barbara Quinn <barbara.quinn@gefenlaw.com>
To: Ted Bernstein <tbernstein@lifeinsuranceconcepts.com>
CC: Closing

Dear Mr. Bernstein:

HUD 1 statement is attached.

Barbara Quinn
Paralegal/Senior Title Closer
barbara.quinn@gefenlaw.com

Gregory S. Gefen, PA
Signature Title Group LLC
US Title of Florida

Zenith Professional Center
3010 N. Military Trail #210
Boca Raton, FL 33431
tel: 561-988-0088 (ext.204)
fax: 561-988-0066
www.gefenlaw.com

-----Original Message-----
From: copier
Sent: Wednesday, April 17, 2013 1:47 PM
To: Barbara Quinn
Subject: Scanned from MFP-07123808 04/17/2013 13:47

Scanned from MFP-07123808.
Date: 04/17/2013 13:47
Pages:3
Resolution:200x200 DPI

Robert Spallina

From: Donald Tescher
Sent: Wednesday, May 08, 2013 10:23 PM
To: Adam Simon
Cc: Robert Spallina
Subject: Re: Simon L. Bernstein Irrev Ins Trust

I am forwarding your correspondence to Robert Spallina for response as I am out of town for an extended period.

Sent from my iPhone
Donald R Tescher, Esq.
Tescher & Spallina, P.A.
4855 Technology Way
suite 720
Boca Raton, FL 33431
561-997-7008
Cell: 561-901-7972

On May 8, 2013, at 9:34 PM, "Adam Simon" <asimon21@att.net> wrote:

> Mr. Tescher,
>
> Please see the attached correspondence.
>
> Thank you,
>
> Adam Simon
> <bernstein trust ltr.pdf.pdf>

Robert Spallina

From: Ted Bernstein [tbernstein@lifeinsuranceconcepts.com]
Sent: Thursday, May 09, 2013 9:45 AM
To: Robert Spallina
Subject: RE: FW: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Sale of Condo

Calling you later. The "thing" Eliot drafted is very disturbing, its meaning should not be under-estimated. Nothing is accurate. It is a complete distortion of events and the very sad and tragic reality is that he believes every word he wrote. I am concerned and extremely frustrated with all of this.

Ted Bernstein
561-988-8984

Sent from my Samsung Galaxy Note™

-------- Original message --------
Subject: FW: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Sale of Condo
From: Robert Spallina <rspallina@tescherspallina.com>
To: Ted Bernstein <tbernstein@lifeinsuranceconcepts.com>
CC: FW: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Sale of Condo

See below. What is the plan? Please send me a copy of the HUD

From: Robert Spallina
Sent: Wednesday, May 08, 2013 4:33 PM
To: 'Christine Yates'
Cc: Donald Tescher
Subject: RE: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Sale of Condo

The property was owned by Shirley's Trust and Ted Bernstein is successor Trustee. We do not have the information but can ask Ted to provide it.

From: Christine Yates [mailto:cty@TrippScott.com]
Sent: Wednesday, May 08, 2013 2:39 PM
To: Robert Spallina
Cc: Donald Tescher
Subject: RE: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Sale of Condo

Robert, I left a message, but until we get a chance to speak, wanted to see if you could provide the following documents:

1) A copy of HUD from the closing;

2) A distribution schedule showing the funding of the trusts and how much each trust will receive.

TRIPP SCOTT

110 SE Sixth Street, Suite 1500
Fort Lauderdale, FL 33301
954-525-7500

Christine T. Yates
Director

Direct: (954) 760-4916
Fax: (954) 761-8475
cty@trippscott.com

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Wednesday, May 01, 2013 5:35 PM
To: Christine Yates
Cc: Donald Tescher
Subject: RE: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Sale of Condo

Christine - The condo sold and Ted will be making partial distributions to the trusts. We assigned EINs yesterday and today to the children's trusts see below. Eliot should open an account wherever he chooses. Those trusts are created under Si's Trust through the exercise of his POA over Shirley's Trust which you have copies of. Other than that, we have extricated ourselves from the insurance matter and Ted is handling that with his brother-in-law. With regard to the estate, the Stansbury litigation is ongoing with no resolution yet in sight.

Eliot Bernstein, Trustee f/b/o Joshua Bernstein under the Simon L. Bernstein Trust dtd 07-25-2012 (EIN: 30-6348368)

Eliot Bernstein, Trustee f/b/o Daniel Bernstein under the Simon L. Bernstein Trust dtd 07-25-2012 (EIN: 30-6348373)

Eliot Bernstein, Trustee f/b/o Jake Bernstein under the Simon L. Bernstein Trust dtd 07-25-2012 (EIN: 30-6348374)

Contact me with any further questions.

Robert L. Spallina, Esq.

TESCHER & SPALLINA, P.A.

4855 Technology Way, Suite 720

Boca Raton, Florida 33431

Telephone: 561-997-7008

Facsimile: 561-997-7308

E-mail: rspallina@tescherspallina.com

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From: Christine Yates [mailto:cty@TrippScott.com]
Sent: Wednesday, May 01, 2013 2:27 PM
To: Robert Spallina
Subject: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Sale of Condo

Robert, can you please give me a status of the estate and trust. Did any real property sell? Thanks.

TRIPP SCOTT

110 SE Sixth Street, Suite 1500
Fort Lauderdale, FL 33301
954-525-7500

Christine T. Yates
Director

Direct: (954) 760-4916
Fax: (954) 761-8475
cty@trippscott.com

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Robert Spallina

From: Robert Spallina
Sent: Thursday, May 09, 2013 11:49 AM
To: 'Christine Yates'
Subject: RE: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Sale of Condo

I understand. I will try my best. I still have not spoken to Ted as he is in New York on business.

From: Christine Yates [mailto:cty@TrippScott.com]
Sent: Thursday, May 09, 2013 8:49 AM
To: Robert Spallina
Subject: RE: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Sale of Condo

I spoke to him yesterday regarding issues for his children and am aware that he did that. I do not represent Eliot and am making this request on behalf of his children.

TRIPP SCOTT
110 SE Sixth Street, Suite 1500
Fort Lauderdale, FL 33301
954-525-7500

Christine T. Yates
Director

Direct: (954) 760-4916
Fax: (954) 761-8475
cty@trippscott.com

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Wednesday, May 08, 2013 6:02 PM
To: Christine Yates
Subject: Re: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Sale of Condo

Eliot just filed a complaint against Ted (and us for that matter) in the probate court so Ted may not be very accommodating.

Sent from my iPhone

On May 8, 2013, at 5:33 PM, "Christine Yates" <cty@TrippScott.com> wrote:

> Can you please. I want to avoid any miscommunication between the parties.
>
> Sent from my iPhone
>
> On May 8, 2013, at 4:33 PM, "Robert Spallina" <rspallina@tescherspallina.com> wrote:

The property was owned by Shirley's Trust and Ted Bernstein is successor Trustee. We do not have the information but can ask Ted to provide it.

From: Christine Yates [mailto:cty@TrippScott.com]
Sent: Wednesday, May 08, 2013 2:39 PM
To: Robert Spallina
Cc: Donald Tescher
Subject: RE: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Sale of Condo

Robert, I left a message, but until we get a chance to speak, wanted to see if you could provide the following documents:

1) A copy of HUD from the closing;

2) A distribution schedule showing the funding of the trusts and how much each trust will receive.

<image001.jpg>
110 SE Sixth Street, Suite 1500
Fort Lauderdale, FL 33301
954-525-7500

Christine T. Yates
Director

Direct: (954) 760-4916
Fax: (954) 761-8475
cty@trippscott.com

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Wednesday, May 01, 2013 5:35 PM
To: Christine Yates
Cc: Donald Tescher
Subject: RE: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Sale of Condo

Christine - The condo sold and Ted will be making partial distributions to the trusts. We assigned EINs yesterday and today to the children's trusts see below. Eliot should open an account wherever he chooses. Those trusts are created under Si's Trust through the exercise of his POA over Shirley's Trust which you have copies of. Other than that, we have extricated ourselves from the insurance matter and Ted is handling that with his brother-in-law. With regard to the estate, the Stansbury litigation is ongoing with no resolution yet in sight.

Eliot Bernstein, Trustee f/b/o Joshua Bernstein under the Simon L. Bernstein Trust dtd 07-25-2012 (EIN: 30-6348368)
Eliot Bernstein, Trustee f/b/o Daniel Bernstein under the Simon L. Bernstein Trust dtd 07-25-2012 (EIN: 30-6348373)
Eliot Bernstein, Trustee f/b/o Jake Bernstein under the Simon L. Bernstein Trust dtd 07-25-2012 (EIN: 30-6348374)

Contact me with any further questions.

Robert L. Spallina, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
E-mail: rspallina@tescherspallina.com

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From: Christine Yates [mailto:cty@TrippScott.com]
Sent: Wednesday, May 01, 2013 2:27 PM
To: Robert Spallina
Subject: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Sale of Condo

Robert, can you please give me a status of the estate and trust. Did any real property sell? Thanks.

<image001.jpg>
110 SE Sixth Street, Suite 1500
Fort Lauderdale, FL 33301
954-525-7500

Christine T. Yates
Director

Direct: (954) 760-4916
Fax: (954) 761-8475
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Donald Tescher

From: Donald Tescher
Sent: Tuesday, April 30, 2013 12:16 PM
To: Ted Bernstein
Cc: Robert Spallina
Subject: Bernstein Estate

Do you communicate with your siblings other than Pam and Scooter? Below is an email to Robert from Jill and Lisa. In addition to being factually inaccurate, clearly indicates that they are not being kept in the loop. As a reminder, you were to obtain an appraisal from the jeweler as the one he gave you is inadequate. Also, you were to provide us with an accounting. How is that coming?

It has been over a month since we last heard any update on the Bernstein Estate, the insurance proceeds, the real estate, the law suit(s) and jewelry. It is our understanding that everything EXCEPT for the jewelry and insurance proceeds is under your jurisdiction as the Executor, so I am not clear on where that jewelry is or the appraisals I had asked for. I shared with my siblings, that once we have those appraisals I have several strong contacts that we will use to sell it, unless anyone of us wants to purchase it. We understand your Partner, Don has resigned from his duties regarding my Dad's estate. We would like to know why, so we fully understand what is going on. Please send us the sale information of the condo and where that money is going for our beneficiaries and the latest update with the insurance company and the proceeds.

Donald R. Tescher, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
dtescher@tescherspallina.com

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Robert Spallina

From: Donald Tescher
Sent: Friday, April 19, 2013 2:18 PM
To: David (Scooter) Simon; Ted Bernstein
Cc: Robert Spallina
Subject: RE: Heritage Union

Scooter, as per my telephone conversation with you where I advised you of my subsequent telephone conversation with Heritage's counsel, please revise the message as modified below and have it typed on your letterhead, signed and addressed to Scott D. Welling, Associate General Counsel, Jackson National Life Insurance Company, One Corporate Way, Lansing, Michigan 48951. Email is scott.welling@jackson.com. Please copy us also. Thank you.

Donald R. Tescher, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
dtescher@tescherspallina.com

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From: David (Scooter) Simon [mailto:dsimon@stpcorp.com]
Sent: Friday, April 19, 2013 1:36 PM
To: Ted Bernstein; Donald Tescher
Subject: RE: Heritage Union

Mr. Welling:

This email confirms that the Insurance Trust will dismiss the action filed in Cook County upon a filing of the interpleader action in the Palm Beach County Circuit Court within the later of (i) 30 days from today; or (ii) the time for filing an answer or other responsive pleading in the Cook County matter. Heritage need not file an answer or other pleading provided if and only if Heritage files the interpleader action in the Palm Beach County Circuit Court within the time stated.

Thank you for your participation in this resolution.

Adam Simon

From: Ted Bernstein [mailto:tbernstein@lifeinsuranceconcepts.com]
Sent: Friday, April 19, 2013 8:24 AM
To: Donald Tescher
Cc: Robert Spallina; David (Scooter) Simon
Subject: Re: Bernstein

Thanks Don.

Ted Bernstein
561-988-8984
tbernstein@lifeinsuranceconcepts.com

On Apr 19, 2013, at 9:22 AM, "Donald Tescher" <dtescher@tescherspallina.com> wrote:

> Good. Spoke to Scooter yesterday. They are sending us a letter agreeing to dismiss the Cook County lawsuit upon a filing of the interpleader action in the Palm Beach County Circuit Court. However, a new wrinkle has cropped up: the insurance company has now been formally served. I will ask Scooter to modify the letter to indicate that they need not file an answer or other pleading and the suit will be dismissed provided they file the interpleader here within the time for filing an answer or other responsive pleading in the Cook County matter. I will call the in house counsel at the carrier and make sure that this will be acceptable.
>
> Donald R. Tescher, Esq.
> TESCHER & SPALLINA, P.A.
> 4855 Technology Way, Suite 720
> Boca Raton, FL 33431
> Telephone: 561-997-7008
> Facsimile: 561-997-7308
> **dtescher@tescherspallina.com**
>
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>
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From: Ted Bernstein [mailto:tbernstein@lifeinsuranceconcepts.com]
Sent: Friday, April 19, 2013 8:28 AM
To: Robert Spallina
Cc: Donald Tescher
Subject: Re: Bernstein

Condo closed yesterday. Money should be wired today. One down, one to go.

Ted Bernstein
561-988-8984
tbernstein@lifeinsuranceconcepts.com

On Apr 18, 2013, at 9:19 PM, "Robert Spallina" <rspallina@tescherspallina.com> wrote:

> See below
>
> Sent from my iPhone
>
> Begin forwarded message:

From: "Welling, Scott" <scott.welling@jackson.com>
Date: April 18, 2013, 4:22:55 PM EDT
To: 'Robert Spallina' <rspallina@tescherspallina.com>
Subject: Bernstein

Hi Bob,

Not only has the Cook County lawsuit not been dismissed, I was just informed it was formally served on the 17th…??

I cannot file the Palm Beach interpleader with this action pending.

Scott D. Welling

Associate General Counsel

Jackson National Life Insurance Company

One Corporate Way

Lansing, Michigan 48951

Phone: (517) 367-4337

Fax: (517) 706-5517

Please note: Jackson's email address has changed to @jackson.com

Robert Spallina

From: Welling, Scott [scott.welling@jackson.com]
Sent: Friday, April 19, 2013 5:03 PM
To: 'Cheryl Sychowski'
Cc: Donald Tescher; Adam Simon; Adam Simon; Robert Spallina
Subject: RE: Simon Bernstein Irrevocable Insurance Trust dtd 6/21/95 v. Heritage Union Life Insurance Company- Case Number 2013L003498

Importance: High

Dear Mr. Simon,

Thank you for your correspondence.

I just tried to call you, but neither you nor your colleague David Simon were available.

I have briefly discussed this matter with Cook County counsel.

It is my understanding that Jackson has a very short timeframe in which to remove this action to federal court, should it choose to do so. Inasmuch as I am out of the office all next week, I would like to resolve this issue sooner rather than later.

My understanding of this matter is that the Trustee of the Simon Bernstein Irrevocable Insurance Trust has not authorized you to file this lawsuit on behalf of the Trust. Indeed, the Trust's counsel (Robert Spallina) and I have had several amicable and productive dialogues regarding this matter, and have agreed that the best way to resolve this matter is for Jackson to file a federal interpleader action in Palm Beach Florida, where venue indisputably lies.

If I am incorrect, and if the Trustee of the Trust HAS directed you to file this suit, please advise me of same at your soonest convenience.

I will allow you until Wednesday, April 24, 2013 to voluntarily dismiss the above action, and provide me with email confirmation of the dismissal.

If I do not receive confirmation of the dismissal by that date, I will instruct our Cook County counsel to file an Appearance, and then seek to dismiss the action on the grounds that the Trust never authorized the suit.

Naturally, I will ask that our fees and costs be recovered from whichever person or entity is appropriate.

I remain committed to working with the Trust to resolve this matter amicably and with as little expense as possible. However, I decline to do so with an improperly filed lawsuit hanging over my head.

Please give this matter your prompt attention.

From: Cheryl Sychowski [mailto:cheryl@stpcorp.com]
Sent: Friday, April 19, 2013 3:48 PM
To: Welling, Scott
Cc: dtescher@tescherspallina.com; Adam Simon; Adam Simon
Subject: Simon Bernstein Irrevocable Insurance Trust dtd 6/21/95 v. Heritage Union Life Insurance Company- Case Number 2013L003498

Mr. Welling,

Please see attached for a letter from Adam Simon regarding Simon Bernstein Irrevocable Insurance Trust dtd 6/21/95 v. Heritage Union Life Insurance Company - Case Number 2013L003498.

Thank you,

Cheryl Sychowski

The Simon Law Firm
303 E. Wacker Drive, Suite 210
Chicago, IL 60601
P: (312) 819-0730
F: (312) 819-0773
E: cheryl@stpcorp.com

Robert Spallina

From: Donald Tescher
Sent: Friday, April 19, 2013 6:01 PM
To: Welling, Scott; Robert Spallina
Cc: asimon21@att.net; David (Scooter) Simon; Ted Bernstein
Subject: RE: Simon Bernstein Irrevocable Insurance Trust dtd 6/21/95 v. Heritage Union Life Insurance Company- Case Number 2013L003498

Ted: This is principally addressed to you but have included others so that they are aware. I feel that we have serious conflicts in continuing to represent you as Trustee of the Life Insurance Trust and need to withdraw from further representation in regard to that matter. We have been under the impression that the interpleader action to be filed in Palm Beach County, Florida would be filed in the Circuit Court which is a State court. That is where Sy's estate is being administered. I have spent the past couple of days acting as an intermediary with Scooter and Scott and thought that we had reached a reasonable resolution that would permit the carrier to bring the action here and have Adam then dismiss the Cook County suit. It appears that I was unsuccessful. Given the conflicting issues of who is representing the Trust, our removal will at least solve that issue. If you gave written authority to the Simon Lawfirm it was without our knowledge.

Should our testimony or affidavits regarding Sy's intent or any other aspects of this matter that we may have knowledge be useful we will certainly be available to assist.

Donald R. Tescher, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
dtescher@tescherspallina.com

If you would like to learn more about TESCHER & SPALLINA, P.A., please visit our website at www.tescherspallina.com

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From: Welling, Scott [mailto:scott.welling@jackson.com]
Sent: Friday, April 19, 2013 5:26 PM
To: Robert Spallina; Donald Tescher
Subject: FW: Simon Bernstein Irrevocable Insurance Trust dtd 6/21/95 v. Heritage Union Life Insurance Company- Case Number 2013L003498

Gentlemen,

Can you advise on the below...?

From: adam simon [mailto:asimon21@att.net]
Sent: Friday, April 19, 2013 5:25 PM
To: Welling, Scott
Subject: Re: Simon Bernstein Irrevocable Insurance Trust dtd 6/21/95 v. Heritage Union Life Insurance Company- Case Number 2013L003498

Mr. Welling:

You have been given inaccurate information. I have received written authorization from Ted Bernstein as Tstee of the Trust to file the action that was filed in Cook County.

Thank you,
Adam Simon

Sent from my iPhone

On Apr 19, 2013, at 4:02 PM, "Welling, Scott" <scott.welling@jackson.com> wrote:

> Dear Mr. Simon,
>
> Thank you for your correspondence.
>
> I just tried to call you, but neither you nor your colleague David Simon were available.
>
> I have briefly discussed this matter with Cook County counsel.
>
> It is my understanding that Jackson has a very short timeframe in which to remove this action to federal court, should it choose to do so. Inasmuch as I am out of the office all next week, I would like to resolve this issue sooner rather than later.
>
> My understanding of this matter is that the Trustee of the Simon Bernstein Irrevocable Insurance Trust has not authorized you to file this lawsuit on behalf of the Trust. Indeed, the Trust's counsel (Robert Spallina) and I have had several amicable and productive dialogues regarding this matter, and have agreed that the best way to resolve this matter is for Jackson to file a federal interpleader action in Palm Beach Florida, where venue indisputably lies.
>
> If I am incorrect, and if the Trustee of the Trust HAS directed you to file this suit, please advise me of same at your soonest convenience.
>
> I will allow you until Wednesday, April 24, 2013 to voluntarily dismiss the above action, and provide me with email confirmation of the dismissal.
>
> If I do not receive confirmation of the dismissal by that date, I will instruct our Cook County counsel to file an Appearance, and then seek to dismiss the action on the grounds that the Trust never authorized the suit.
>
> Naturally, I will ask that our fees and costs be recovered from whichever person or entity is appropriate.
>
> I remain committed to working with the Trust to resolve this matter amicably and with as little expense as possible. However, I decline to do so with an improperly filed lawsuit hanging over my head.
>
> Please give this matter your prompt attention.

From: Cheryl Sychowski [mailto:cheryl@stpcorp.com]
Sent: Friday, April 19, 2013 3:48 PM
To: Welling, Scott
Cc: dtescher@tescherspallina.com; Adam Simon; Adam Simon
Subject: Simon Bernstein Irrevocable Insurance Trust dtd 6/21/95 v. Heritage Union Life Insurance Company- Case Number 2013L003498

Mr. Welling,

Please see attached for a letter from Adam Simon regarding Simon Bernstein Irrevocable Insurance Trust dtd 6/21/95 v. Heritage Union Life Insurance Company - Case Number 2013L003498.

Thank you,

Cheryl Sychowski

The Simon Law Firm
303 E. Wacker Drive, Suite 210
Chicago, IL 60601
P: (312) 819-0730
F: (312) 819-0773
E: cheryl@stpcorp.com

Robert Spallina

From: Donald Tescher
Sent: Tuesday, April 30, 2013 12:16 PM
To: Ted Bernstein
Cc: Robert Spallina
Subject: Bernstein Estate

Do you communicate with your siblings other than Pam and Scooter? Below is an email to Robert from Jill and Lisa. In addition to being factually inaccurate, clearly indicates that they are not being kept in the loop. As a reminder, you were to obtain an appraisal from the jeweler as the one he gave you is inadequate. Also, you were to provide us with an accounting. How is that coming?

It has been over a month since we last heard any update on the Bernstein Estate, the insurance proceeds, the real estate, the law suit(s) and jewelry. It is our understanding that everything EXCEPT for the jewelry and insurance proceeds is under your jurisdiction as the Executor, so I am not clear on where that jewelry is or the appraisals I had asked for. I shared with my siblings, that once we have those appraisals I have several strong contacts that we will use to sell it, unless anyone of us wants to purchase it. We understand your Partner, Don has resigned from his duties regarding my Dad's estate. We would like to know why, so we fully understand what is going on. Please send us the sale information of the condo and where that money is going for our beneficiaries and the latest update with the insurance company and the proceeds.

Donald R. Tescher, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
dtescher@tescherspallina.com

If you would like to learn more about TESCHER & SPALLINA, P.A., please visit our website at www.tescherspallina.com

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Robert Spallina

From: Ted Bernstein [tbernstein@lifeinsuranceconcepts.com]
Sent: Sunday, April 28, 2013 5:30 PM
To: Robert Spallina; Donald Tescher
Subject: Stanford

Donald / Robert

We should discuss Stanford and Si's possible claim so that someone is monitoring status of that.

Robert > are you back in town?

Ted

Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, FL 33487
Tel: 561.988.8984
Toll Free: 866.395.8984
Fax: 561.988.0833
Email: Tbernstein@lifeInsuranceConcepts.com
www.LifeInsuranceConcepts.com
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From the Desk of
Kimberly Moran

TO : File

DATE : April 17, 2013

RE : Bernstein Estates (11187.006)

On April 17, 2013, Don met with Ted Bernstein. Ted brought his mother's jewelry in a Federal Express pouch, and we put the jewelry in our Will safe.

Kimberly Moran

From: Kimberly Moran
Sent: Monday, April 08, 2013 3:59 PM
To: 'jlewin@glcpa.com'
Cc: Robert Spallina
Subject: Bernstein Family Investments, LLLP

Attachments: DOC040813.pdf

DOC040813.pdf
(152 KB)

Dear Mr. Lewin:

Attached are notices from the Internal Revenue Service with regard to Bernstein Family Investments, LLLP. Please call Mr. Spallina at your earliest convenience to discuss.

Best regards,

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

Internal Revenue Service
7850 S. W. 6TH COURT
STOP 5390
PLANTATION, FL 33324-3202000

Department of the Treasury

Letter Number: 3164B (DO)

Letter Date:
04/03/2013
Social Security Number or Employer Identification Number:
26-2124343
For Assistance You May Call Us At:
(954)423-7773
Person to Contact:
MR. D. WEINSTEIN
Employee Identification Number:
65-03794

BERNSTEIN FAMILY INVESTMENTS LLLP
% BERNSTEIN HOLDINGS LLC GEN PTR
950 PENINSULA CORP CIR STE 3010
BOCA RATON, FL 33487

We are attempting to collect unpaid taxes from you. You should already be aware of this from our previous contacts with you. Generally, our practice is to deal directly with a taxpayer or a taxpayer's duly authorized representative. However, we sometimes talk with other persons, for example when we need information that the taxpayer has been unable to provide, or to verify information we have received.

We are writing to tell you that we may contact other persons. If we do contact other persons we will generally need to tell them limited information, such as your name. The law prohibits us from disclosing any more information than is necessary to obtain or verify the information we are seeking. Our need to contact other persons may continue as long as there is activity on this matter.

If you have any questions regarding this letter or wish to request a list of contacts, please do not hesitate to contact us at the telephone number listed above.

Sincerely,

MR. D. WEINSTEIN
REVENUE OFFICER

Internal Revenue Service
7850 S. W. 6TH COURT
STOP 5390
PLANTATION, FL 33324-3202000

Department of the Treasury

Date:
04/03/2013
Social Security or
Employer Identification Number
26-2124343
Person to Contact:
MR. D. WEINSTEIN
Contact Telephone Number:
(954)423-7773
Employee Identification Number:
65-03794

CERTIFIED MAIL - RETURN RECEIPT

BERNSTEIN FAMILY INVESTMENTS LLLP
% BERNSTEIN HOLDINGS LLC GEN PTR
950 PENINSULA CORP CIR STE 3010
BOCA RATON, FL 33487

FINAL NOTICE
NOTICE OF INTENT TO LEVY AND NOTICE OF YOUR RIGHT TO A HEARING
PLEASE RESPOND IMMEDIATELY

Why We Are Sending You This Letter
Your federal tax is still unpaid. We asked you to pay the tax, but we still haven't received your payment. This letter is your notice of our intent to levy (under Internal Revenue Code (IRC) Section 6331) and your right to request an Appeals hearing (under IRC Section 6330(a)).

What You Need To Do
Please send us a full payment today to prevent additional collection action. Make your check or money order payable to "United States Treasury". Write your Social Security number or Employer Identification Number on your payment. Send your payment to us in the enclosed envelope, along with a copy of this letter. The amount you owe through 04/13/2013 is $1,183.34. Additional penalty and interest charges will be due if you pay after this date.

If you wish to request an Appeals hearing, complete the enclosed Form 12153, *Request for a Collection Due Process or Equivalent Hearing,* and send it to us within 30 days from this letter's date. You must complete, sign, and return this form to the above address within 30 days to preserve your rights to contest an Appeals' decision in the U.S. Tax Court.

Information about Interest and Penalty Charges
The unpaid amount from prior notices may include tax, penalties, and interest you still owe. It also includes any credits and payments we've received since we sent our last notice to you. Below is a brief explanation of the interest and/or failure to pay penalty that may be included in the amount you owe:

Interest - Internal Revenue Code Section 6601
We charge interest when your tax is not paid on time. Interest is computed from the due date of your return (regardless of extensions) until paid in full. Interest is also charged on penalties for late filing and failure to pay tax owed. Interest compounds daily, except on late or underpaid estimated income taxes for individuals or corporations.

Corporate Interest – We charge additional interest of 2 percent if, according to our records, you didn't make your corporate tax (income, employment, excise, etc.) payment within 30 days after we notified you of the underpayment of tax. This interest begins on the 31st day after we notify you of the underpayment of tax amounts you owe over $100,000, minus your timely payments and credits.

Paying Late - Internal Revenue Code Section 6651(a)(2), (a)(3) and (d)(1)
We charge a late penalty of ½ percent of the tax owed each month or part of a month that the tax remains unpaid from the due date, up to a maximum of 25 percent of the tax due. The ½ percent increases to 1 percent for each subsequent month or part of a month if the tax remains unpaid 10 days after we issue a notice of intent to levy.

What We Are Going To Do
We may file a Notice of Federal Tax Lien at any time to protect the government's interest. A lien is a public notice to your creditors that the government has a right to your current assets, including any assets you acquire after we file the lien.

If you don't pay the amount you owe, make alternative arrangements to pay, or request an Appeals hearing within 30 days from this letter's date, we may take collection action against your property, or rights to property, such as real estate, automobiles, business assets, bank accounts, and other income.

How To Get Help
If you have recently paid this tax or if you can't pay it, call us immediately at the telephone number shown at the top of this letter.

The enclosed Publication 594, *The IRS Collection Process,* and Publication 1660, *Collection Appeal Rights,* provide more information.

Sincerely yours,

MR. D. WEINSTEIN
REVENUE OFFICER

Enclosures:
Copy of this letter
Publication 594
Publication 1660
Form 12153

The table below shows the amount you owe:

Form Number	Tax Period	Unpaid Amount from Prior Notices	Additional Penalty	Additional Interest	Amount You Owe
1065	12/31/2011	$1,170.00	$0.00	$13.34	$1,183.34
				Total:	$1,183.34

Internal Revenue Service
7850 S. W. 6TH COURT
STOP 5390
PLANTATION, FL 33324-3202000

Department of the Treasury

Letter Date:
04/03/2013
Taxpayer Identification Number
26-2124343
IRS Employee to Contact:
MR. D. WEINSTEIN
Employee Identification Number:
65-03794
Contact Telephone Number:
(954)423-7773

BERNSTEIN FAMILY INVESTMENTS LLLP
% BERNSTEIN HOLDINGS LLC GEN PTR
950 PENINSULA CORP CIR STE 3010
BOCA RATON, FL 33487

Although we previously sent you a notice of our intention to collect your unpaid tax through enforced collection, our records show that you still have not paid the amount you owe. Enforced collection may include placing a levy on your bank accounts, wages, receivables, commissions, etc. It could also involve seizing and selling your property, such as real estate, vehicles, or business assets.

To prevent collection action, please pay the amount you owe by 04/18/2013.

Make your check or money order payable to the United States Treasury, and write your social security number or employer identification number on it. Send your payment to us in the enclosed envelope with a copy of this letter. **The amount you owe is shown on the next page.**

If you recently paid this or if you can't pay it, call as soon as you get this letter. Our telephone number is at the top of this letter. If you disagree with our taking enforcement action, you may be able to work out another solution. Speak to the person whose name appears at the top of this letter, or ask for that person's manager. If you do not agree with the results, you may ask for appeals consideration.

The unpaid amount from prior notices may include tax, penalties, and interest you still owe. It also includes credits and payments we have received since our last notice to you.

Interest - Internal Revenue Code Section 6601
We charge interest when your tax is not paid on time. Interest is computed from the due date of your return (regardless of extensions) until paid in full or to the date of this notice. Interest is also charged on penalties assessed on your account. Interest compounds daily except on underpaid estimated taxes for individuals or corporations.

Paying Late - Internal Revenue Code Section 6651(a)(2)
We charge a penalty when your tax is not paid on time. Initially, the penalty is ½ of 1% of the unpaid tax for each month or part of a month the tax was not paid.

Number of this letter: 3174
Date of this letter: 04/03/2013
Taxpayer Identification Number: 26-2124343

If you have any questions about your account or would like a further detailed explanation of the penalty and interest charges on your account, please call me at the telephone number shown at the top of the first page of this letter.

Thank you for your cooperation.

Sincerely,

MR. D. WEINSTEIN
REVENUE OFFICER

Enclosures:
Envelope

The amount you owe is:

Form Number	Tax Period	Unpaid Amount from Prior Notices	Additional Penalty	Additional Interest	AMOUNT YOU OWE
941	09/30/2011	$1,837.12	$291.80	$78.00	$2,206.92
				Total:	$2,206.92

Robert Spallina

From: Ted Bernstein [tbernstein@lifeinsuranceconcepts.com]
Sent: Friday, March 01, 2013 9:12 AM
To: Robert Spallina
Subject: RE: Estate of Bernstein - Lot 781, St. Andrews CC

Hi Robert,

Just wanted to make sure to let you know that all accounts at St. Andrews are current.

Take care,

Ted

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Thursday, February 07, 2013 5:39 PM
To: Ted Bernstein
Subject: FW: Estate of Bernstein - Lot 781, St. Andrews CC

See attached on association fees owed

From: Warren J. Kozlow, Esq. [mailto:warrenk@wjkpa.com]
Sent: Thursday, February 07, 2013 5:35 PM
To: Robert Spallina
Cc: Neil Pollack @ St Andrews; Carolyn Feit; Gary Rosner Esq.; Alice Newman Friedman Esq.; Pat Sorensen @ St A CC
Subject: Estate of Bernstein - Lot 781, St. Andrews CC

Robert -

This confirms our telephone conversation today, wherein you advised me that you would have Mr. Bernstein's son, who is also the successor trustee to Mrs. Bernstein's trust, and therefore the owner of the Lot, pay the amounts due the POA arising after his father's death. Attached is a "Worksheet" showing that the total amounts due the POA are $3,464.85, which includes 1 hour of my time sorting out this matter today, our phone conversation, and this email. The 4th quarter 2012 and 1st quarter 2013 POA bills would have been sent to the property address, unless the POA had been advised of another mailing address.

The above amounts do not include any amounts that may be due St. Andrews Country Club, Inc. (the Club), who we do not (yet) represent in this matter. I anticipate that you or Mr. Bernstein (the son) will be hearing

from the Club (or an attorney representing the Club) in the near future regarding amounts owed to it. Alternatively, if Mr. Bernstein has previously received invoices from the Club (which I think is likely), then he can also pay those now.

Thank you for your prompt attention to this matter.

Warren

Warren J. Kozlow, Esq.
WARREN J. KOZLOW, P.A.
Heron Bay Corporate Center
5850 Coral Ridge Drive
Suite 201
Coral Springs, Florida 33076
Tel.: 954-340-2200
Fax: 954-340-2210
Email: warrenk@wjkpa.com

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Robert Spallina

From: Ted Bernstein [tbernstein@lifeinsuranceconcepts.com]
Sent: Monday, March 04, 2013 10:14 AM
To: Robert Spallina
Subject: Re: Proceeds

How is after 4 today for quick call with sibs?

Ted Bernstein
561-988-8984

Sent from my Samsung Galaxy Note™

-------- Original message --------
Subject: Re: Proceeds
From: Robert Spallina <rspallina@tescherspallina.com>
To: Ted Bernstein <tbernstein@lifeinsuranceconcepts.com>
CC: Re: Proceeds

I will reach out to you tomorrow.

Sent from my iPhone

On Mar 3, 2013, at 10:38 AM, "Ted Bernstein" <tbernstein@lifeinsuranceconcepts.com> wrote:

> Robert,
>
> I don't think any of us are thinking that you have taken too long. We realize what is causing delay.
>
> Regarding where proceeds are paid, we cannot put them in jeopardy. It appears unwise to us to pay them to any receptacle connected to your firm. It is tempting fate. It impossible to predict all the things Eliot could allege so it seems prudent to separate them completely. We don't see any downside to directing them to an account unrelated to your firm.
>
> It's probably a good idea to arrange a call with you and the 4 of us, Monday or Tuesday?
>
> Ted
> 561-988-8984
> tbernstein@lifeinsuranceconcepts.com
>
> On Mar 1, 2013, at 5:49 PM, "Robert Spallina" <rspallina@tescherspallina.com> wrote:
>
> > We will be filing the declaratory action shortly. It needs approval from the carrier as does the judges order. There is no commingling issue and the delay rests with the missing trust and Eliot. We are almost there and Eliot is supposedly hiring

counsel for himself. As fast as everyone wants to move we will be on the courts schedule. We are almost there.

Sent from my iPhone

On Mar 1, 2013, at 1:56 PM, "Ted Bernstein" <tbernstein@lifeinsuranceconcepts.com> wrote:

> Robert?
>
> **From:** Pam Simon [mailto:pambsimon@icloud.com]
> **Sent:** Friday, March 01, 2013 11:18 AM
> **To:** Ted Bernstein
> **Cc:** Spallina Robert
> **Subject:** Re: Proceeds
>
> Theo- if Robert already has the 'form' approved by the carrier to file with the courts then why don't we just direct the proceeds to a lawyer outside of Roberts firm to avoid co-mingling. If Robert has not gotten this form, should we hire another attorney either in fla or illinois to get this done immediately. It has been nearly 6 months and there is too much at stake. What are your thoughts?
>
> On Mar 1, 2013, at 8:23 AM, Ted Bernstein <tbernstein@lifeinsuranceconcepts.com> wrote:
>
> > פנינה
> >
> > I think this a point very well taken. We should not do anything that would have a remote chance of placing the life insurance proceeds in jeopardy. I have not received any kind of invoice from Robert's firm relating to the insurance policy or their work as estate reps. I am not sure what the billing procedure is and I agree that we should ask Robert to explain how they work so there are no misunderstandings.
> >
> > I do think we should move as soon as possible at this point. There is no reason to delay this process and we should be pressing to get into court and get the document needed to pay those proceeds.

Ted

From: Pam Simon
[mailto:pambsimon@icloud.com]
Sent: Wednesday, February 27, 2013 7:04 AM
To: Ted Bernstein
Cc: Simon David Scooter
Subject: Proceeds

Theo- I've been thinking that maybe we should use another firm on Dad's life insurance proceeds as it seems Robert may have a difficult time with Eliot and other lawsuits in the mix getting this done. Maybe if we remove it entirely from the firm and separate it, it will be less likely to get caught up in what we see is happening. I think it was said that the insurance company is waiting for a court order and Robert is working on a draft to get pre-approved from the carrier first. Then Robert would file it in palm beach and then have the proceeds paid to his trust account. Again having the funds at that firm where they are executors of some of the estates makes me nervous as the money will be at the same firm as "creditors " and trouble makers having nothing to do with the proceeds.

Also, please get a bill from Robert up to this point - he had said he wasn't charging for the insurance stuff earlier but we should know where we stand at this point. Unless you having been paying his bills all along in your course of managing this nightmare, I think we need to know.

Talk to you soon,

משלו

Pam פנינה

Robert Spallina

From: Ted Bernstein [tbernstein@lifeinsuranceconcepts.com]
Sent: Wednesday, March 06, 2013 4:28 PM
To: Robert Spallina
Subject: call

Robert,

I am on call with Lisa, Jill, Pam and Scooter. It has been for the better part of 2 hours. They want me to send an email summarizing the concerns about the proceeds, the process, Eliot, etc. They are preparing it now and they will either send it to you or send it to me to. Scooter feels it should come from me since I will be the person you are representing. I am going to be in 2 meetings starting at 4. I won't be done until 7 or so. I think they are clarifying our understanding of our call today, your emails and procedure going forward.

Ted

Life!

Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, FL 33487
Tel: 561.988.8984
Toll Free: 866.395.8984
Fax: 561.988.0833
Email: Tbernstein@lifeInsuranceConcepts.com
www.LifeInsuranceConcepts.com
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Robert Spallina

From: Eliot Ivan Bernstein [iviewit@iviewit.tv]
Sent: Friday, February 22, 2013 1:00 PM
To: Robert Spallina; candyb@rockitcargo.com
Cc: Donald Tescher
Subject: RE: Eliot Representation

We should have personal counsel by next week or the week after secured. Eliot

---

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Friday, February 22, 2013 11:45 AM
To: Eliot Ivan Bernstein; candyb@rockitcargo.com
Cc: Donald Tescher
Subject: RE: Eliot Representation

Eliot – We wanted to follow-up with you on the below email to see if you have given any consideration to our proposal to meet. We kindly ask for you to reply either way. Thank you

---

From: Robert Spallina
Sent: Friday, February 15, 2013 11:43 AM
To: 'Eliot Ivan Bernstein'; 'candyb@rockitcargo.com'
Cc: Donald Tescher
Subject: RE: Eliot Representation

Eliot – We want to propose something and hope you and Candice are amenable. Don and I would like to meet with the two of you and give you the lay of the land as we see it. Don has done this for forty years and there truly is no one out there that knows this stuff better than him. Please understand that we are fair as it gets and want the best for EVERYONE. There are some issues as it relates to the house that you're living in, the insurance and mom's and dad's estates that we think we should discuss so that you can get comfortable with things and understand the interrelations. I can tell you that hiring lawyers and spending your children's money or your own will not benefit you or your children and will only cause frustration and grief for everyone. Again, Don and I are about as nice a guys as you will find in this area of practice and I think you owe it to your parents to come in and find out for yourselves who we are, what we're all about, and what needs to be done to get things distributed and let everyone go about their way. You can always go out and hire a lawyer but our doors are open and we hope that you take the opportunity to pass through them and meet us. Clean slate Eliot. I promise you we are here for you and your family as much as any of your siblings. Please advise.

Respectfully,

Robert

Robert L. Spallina, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
E-mail: rspallina@tescherspallina.com

If you would like to learn more about TESCHER & SPALLINA, P.A., please visit our website at www.tescherspallina.com

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STRICTLY PROHIBITED. If you have received this communication in error, please immediately notify us by e-mail or telephone. Thank you.

From: Robert Spallina
Sent: Thursday, February 14, 2013 4:10 PM
To: 'Eliot Ivan Bernstein'
Subject: RE: Eliot Representation

Eliot - Please find representation ASAP. You are a hindrance and delay to this whole process. Your mother's and father's wishes are being frivolously challenged by you for no reason and you agreed with your father during his lifetime to go along with his wishes. You are alienating your siblings in the process. You really should be ashamed of yourself.

From: Eliot Ivan Bernstein [mailto:iviewit@iviewit.tv]
Sent: Thursday, February 14, 2013 10:40 AM
To: 'Ted Bernstein'; Robert Spallina; 'Pamela Beth Simon'; 'JILL BERNSTEIN IANTONI'; 'Jill M. Iantoni'; 'Lisa S. Friedstein'; 'Christine P. Yates ~ Director @ Tripp Scott'
Subject: RE: Eliot Representation

Please notify me of any probate court hearings so that I may attend and any actions by the carrier, as I have not consented to anything at this point or at the last group meeting I attended. Eliot

From: Ted Bernstein [mailto:tbernstein@lifeinsuranceconcepts.com]
Sent: Thursday, February 14, 2013 8:33 AM
To: 'Eliot Ivan Bernstein'; Robert L. Spallina, Esq. ~ Attorney at Law @ Tescher & Spallina, P.A.; Pamela Beth Simon; JILL BERNSTEIN IANTONI; Jill M. Iantoni; Lisa S. Friedstein; Christine P. Yates ~ Director @ Tripp Scott
Subject: RE: Eliot Representation

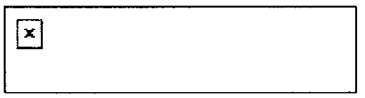
Robert,

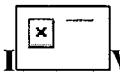
Please move forward as we discussed in the last group phone call in which we decided to have Heritage pay your trust account or a trust that you would act as Trustee. Heritage has stated that they will pay based on a court order showing that there is consensus among the 1995 Trust beneficiaries. Let's get this done.

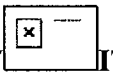
Ted

From: Eliot Ivan Bernstein [mailto:iviewit@iviewit.tv]
Sent: Wednesday, February 13, 2013 8:52 AM
To: Robert L. Spallina, Esq. ~ Attorney at Law @ Tescher & Spallina, P.A.; Ted Bernstein; Pamela Beth Simon; JILL BERNSTEIN IANTONI; Jill M. Iantoni; Lisa S. Friedstein; Christine P. Yates ~ Director @ Tripp Scott
Subject: Eliot Representation

I will be seeking independent counsel for myself personally, as Candice and I have chosen to have Christine represent our children on the Heritage matter and perhaps other matters to avoid any conflicts. In the interim, please copy me and Christine on all correspondences involving the estates of Simon and Shirley until further notice of who my personal attorney will be. Eliot







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Eliot I. Bernstein

Inventor

Iviewit Holdings, Inc. – DL

Iviewit Holdings, Inc. – DL (yes, two identically named)

Iviewit Holdings, Inc. – FL

Iviewit Technologies, Inc. – DL

Uviewit Holdings, Inc. - DL

Uview.com, Inc. – DL

Iviewit.com, Inc. – FL

Iviewit.com, Inc. – DL

I.C., Inc. – FL

Iviewit.com LLC – DL

Iviewit LLC – DL

Iviewit Corporation – FL

Iviewit, Inc. – FL

Iviewit, Inc. – DL

Iviewit Corporation

2753 N.W. 34th St.

Boca Raton, Florida 33434-3459

(561) 245.8588 (o)

(561) 886.7628 (c)

(561) 245-8644 (f)

iviewit@iviewit.tv

http://www.iviewit.tv

http://iviewit.tv/inventor/index.htm

http://iviewit.tv/wordpress

http://www.facebook.com/#!/iviewit

http://www.myspace.com/iviewit

http://iviewit.tv/wordpresseliot

http://www.youtube.com/user/eliotbernstein?feature=mhum

http://www.TheDivineConstitution.com

Also, check out

Eliot's Testimony at the NY Senate Judiciary Committee Hearings Professional Video courtesy of NY Senate, my fav part at end

http://www.youtube.com/watch?v=7oHKs_crYIs

Eliot's Testimony at the NY Senate Judiciary Committee Hearings Professional Video Handheld Camera View, my favorite version at the very end

http://youtu.be/3Q9MzqZv4lw

and

Christine Anderson New York Supreme Court Attorney Ethics Expert Whistleblower Testimony, FOX IN THE HENHOUSE and LAW WHOLLY VIOLATED TOP DOWN EXPOSING JUST HOW WALL STREET / GREED STREET / FRAUD STREET MELTED DOWN AND WHY NO PROSECUTIONS OR RECOVERY OF STOLEN FUNDS HAS BEEN MADE. Anderson in US Fed Court Fingers, US Attorneys, DA's, ADA's, the New York Attorney General and "Favored Lawyers and Law Firms" @

http://www.youtube.com/watch?v=6BlK73p4Ueo

and finally latest blog

http://iviewit.tv/wordpress/?p=594

Eliot Part 1 - The Iviewit Inventions @

http://www.youtube.com/watch?v=LOn4hwemqW0

Iviewit Inventor Eliot Bernstein Guest on Les Winston DisBar the Florida Bar Show #1
http://youtu.be/i1Ao1BYvyoQ

Iviewit Inventor Eliot Bernstein Guest on Les Winston DisBar the Florida Bar Show #2

http://youtu.be/OaXys6bImFI

Iviewit Inventor Eliot Bernstein Guest on Les Winston DisBar the Florida Bar Show #3

http://youtu.be/9R1PNnJVVGU

Iviewit Inventor Eliot Bernstein Guest on Les Winston DisBar the Florida Bar Show #4

http://youtu.be/rUHCZFkro08

Eliot Bernstein Iviewit Inventor Televison Interview Dick Woelfle Network 125

http://youtu.be/WEgSXJFqrhQ

Eliot for President in 2012 Campaign Speech 1 with No Top Teeth, Don't Laugh, Very Important

http://www.youtube.com/watch?v=DuIHQDcwQfM

Eliot for President in 2012 Campaign Speech 2 with No Top OR Bottom Teeth, Don't Laugh, Very Important

http://www.youtube.com/watch?v=jbOP3U1q6mM

Eliot for President in 2012 Campaign Speech 3 Very Important

https://www.facebook.com/iviewit?ref=tn_tnmn#!/note.php?note_id=319280841435989

Other Websites I like:

http://www.deniedpatent.com

http://exposecorruptcourts.blogspot.com

http://www.judgewatch.org/index.html

http://www.enddiscriminationnow.com

http://www.corruptcourts.org

http://www.makeourofficialsaccountable.com

http://www.parentadvocates.org

http://www.newyorkcourtcorruption.blogspot.com

http://cuomotarp.blogspot.com

http://www.disbarthefloridabar.com

http://www.trusteefraud.com/trusteefraud-blog

http://www.constitutionalguardian.com

http://www.americans4legalreform.com

http://www.judicialaccountability.org

www.electpollack.us

http://www.ruthmpollackesq.com

http://www.attorneysabovethelaw.com

http://heavensclimb.blogspot.com

http://www.VoteForGreg.us Greg Fischer

http://www.liberty-candidates.org/greg-fischer/

http://www.facebook.com/pages/Vote-For-Greg/111952178833067

http://www.killallthelawyers.ws/law (The Shakespearean Solution, The Butcher)

--

"We the people are the rightful master of both congress and the courts - not to overthrow the Constitution, but to overthrow the men who pervert the Constitution." - Abraham Lincoln

"Whensoever the General Government assumes undelegated powers, its acts are unauthoritative, void, and of no force." -- Thomas Jefferson, The Kentucky Resolutions of 1798

"If a law is unjust, a man is not only right to disobey it, he is obligated to do so." Thomas Jefferson

"Each time a person stands up for an ideal, or acts to improve the lot of others, or strikes out against injustice, he sends forth a tiny ripple of hope, and crossing each other from a million different centers of energy and daring, these ripples build a current that can sweep down the mightiest walls of oppression and resistance." - Robert F. Kennedy

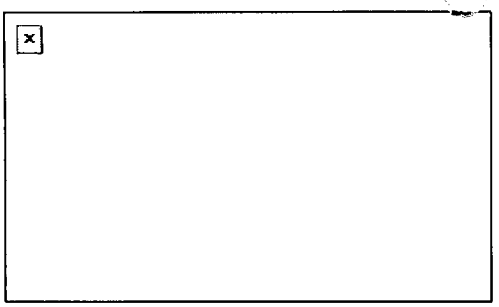
"Is life so dear or peace so sweet as to be purchased at the price of chains and slavery? Forbid it, Almighty God! I know not what course others may take, but as for me, give me liberty, or give me death!" - Patrick Henry

I live by the saying,

ELLEN G. WHITE

The greatest want of the world is the want of men, --men who will not be bought or sold; men who in their inmost souls are true and honest, men who do not fear to call sin by its right name; men whose conscience is as true to duty as the needle to the pole, men who will stand for the right though the heavens fall. -Education, p. 57(1903)

If you are one of these people, nice to be your friend ~ Eliot



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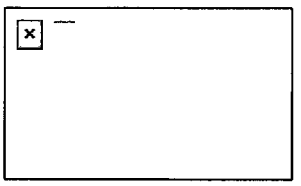

Robert Spallina

From: Robert Spallina
Sent: Monday, February 18, 2013 5:55 PM
To: Christine Yates
Subject: Re: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Estates of Shirley Bernstein and Simon Leon Bernstein

I asked Al for it a long time ago. He sent me a copy of the trust he drafted in 2000 and the letter he sent to Si in 2000 or 2001 that he was upset with Si for not telling him that the policy was owned in the 1995 trust. Thanks anyway.

Sent from my iPhone

On Feb 18, 2013, at 4:18 PM, "Christine Yates" <cty@TrippScott.com> wrote:

> Bob, thought you would like to see this.
>
> ---
>
> **From:** Gortz, Albert [mailto:AGortz@proskauer.com]
> **Sent:** Friday, February 15, 2013 4:50 PM
> **To:** Christine Yates
> **Subject:** Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Estates of Shirley Bernstein and Simon Leon Bernstein
>
> Please see the attached.
>
> <<letter.pdf>>
>
> **Albert W. Gortz**
>
> Proskauer
> 2255 Glades Road
> Suite 421 Atrium
> Boca Raton, FL 33431-7360
> d 561.995.4700
> f 561.241.7145
> agortz@proskauer.com
>
> greenspaces
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> **********
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<letter.pdf>

Proskauer Proskauer Rose LLP 2255 Glades Road, Suite 421 Atrium Boca Raton, FL 33431-7360

February 15, 2013

Albert W. Gortz
Member of the Firm
d 561.995.4700
f 561.241.7145
agortz@proskauer.com
www.proskauer.com

Via E-mail: cty@trippscott.com

Christine P. Yates
Tripp Scott
110 Southeast Sixth Street
Fifteenth Floor
Fort Lauderdale, FL 33301

Re: Estates of Shirley Bernstein and Simon Leon Bernstein

Dear Ms. Yates:

In response to your letter of February 14, 2013, we have reviewed our files for Shirley Bernstein and Simon Bernstein and we have no records from Hopkins and Sutter including the 1995 Irrevocable Life Insurance Trust that you reference.

Very truly yours,

Albert W. Gortz

AWG/eao

Robert Spallina

From: Eliot Ivan Bernstein [iviewit@iviewit.tv]
Sent: Thursday, February 14, 2013 10:40 AM
To: 'Ted Bernstein'; Robert Spallina; 'Pamela Beth Simon'; 'JILL BERNSTEIN IANTONI'; 'Jill M. Iantoni'; 'Lisa S. Friedstein'; 'Christine P. Yates ~ Director @ Tripp Scott'
Subject: RE: Eliot Representation

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---

From: Ted Bernstein [mailto:tbernstein@lifeinsuranceconcepts.com]
Sent: Thursday, February 14, 2013 8:33 AM
To: 'Eliot Ivan Bernstein'; Robert L. Spallina, Esq. ~ Attorney at Law @ Tescher & Spallina, P.A.; Pamela Beth Simon; JILL BERNSTEIN IANTONI; Jill M. Iantoni; Lisa S. Friedstein; Christine P. Yates ~ Director @ Tripp Scott
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Ted

From: Eliot Ivan Bernstein [mailto:iviewit@iviewit.tv]
Sent: Wednesday, February 13, 2013 8:52 AM
To: Robert L. Spallina, Esq. ~ Attorney at Law @ Tescher & Spallina, P.A.; Ted Bernstein; Pamela Beth Simon; JILL BERNSTEIN IANTONI; Jill M. Iantoni; Lisa S. Friedstein; Christine P. Yates ~ Director @ Tripp Scott
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iviewit

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Eliot I. Bernstein

Robert Spallina

From: Eliot Ivan Bernstein [iviewit@iviewit.tv]
Sent: Wednesday, February 13, 2013 8:52 AM
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Subject: Eliot Representation

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Eliot I. Bernstein
Inventor
Iviewit Holdings, Inc. – DL
Iviewit Holdings, Inc. – DL (yes, two identically named)
Iviewit Holdings, Inc. – FL
Iviewit Technologies, Inc. – DL
Uviewit Holdings, Inc. - DL
Uview.com, Inc. – DL
Iviewit.com, Inc. – FL
Iviewit.com, Inc. – DL
I.C., Inc. – FL
Iviewit.com LLC – DL
Iviewit LLC – DL
Iviewit Corporation – FL
Iviewit, Inc. – FL
Iviewit, Inc. – DL
Iviewit Corporation
2753 N.W. 34th St.
Boca Raton, Florida 33434-3459
(561) 245.8588 (o)
(561) 886.7628 (c)
(561) 245-8644 (f)
iviewit@iviewit.tv
http://www.iviewit.tv
http://iviewit.tv/inventor/index.htm
http://iviewit.tv/wordpress
http://www.facebook.com/#!/iviewit
http://www.myspace.com/iviewit

Kimberly Moran

From: Peter M. Feaman [pfeaman@feamanlaw.com]
Sent: Monday, February 04, 2013 3:59 PM
Subject: Read: Estate of Simon Bernstein

Your message

To: pfeaman@feamanlaw.com
Subject:

was read on 2/4/2013 3:59 PM.

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON BERNSTEIN, File No. 50 2012 CP 004391 IZ XXXX SB

Deceased.

OBJECTION TO CLAIM OF WILLIAM E. STANSBURY

ROBERT L. SPALLINA and DONALD R. TESCHER, being co-personal representatives of the above estate, by and through his undersigned counsel, hereby objects to the Claim of William E. Stansbury in excess of $2.5 million dollars, filed in this proceeding.

The claimant is limited to a period of thirty (30) days from the date of service of this objection within which to bring an action on the Claim, as provided in Section 733.705 of the Florida Probate Code. *An "action" means an action separate from this probate proceeding in the appropriate court. "Service" of this Objection, if made by mail, is complete upon mailing (and the date is noted below); however, an additional five (5) days are added to the initial thirty (30) day period.*

IF YOU FAIL TO BRING SUCH AN ACTION WITHIN THE TIME STATED, NO ACTION OR PROCEEDING ON THE CLAIM MAY BE BROUGHT AGAINST THE PERSONAL REPRESENTATIVE, AND THE CLAIM IS THEREAFTER FOREVER BARRED WITHOUT ANY COURT ORDER.

I CERTIFY that a copy of this Objection to Claim was mailed by United States registered or certified mail, return receipt requested, postage prepaid, to the Claimant at the following address: Peter M. Feaman, Esq., 3615 West Boynton Beach Blvd., Boynton Beach, FL 33436, this 4 day of February, 2013.

Respectfully Submitted,

TESCHER & SPALLINA, P.A.

By: _____

ROBERT L. SPALLINA, ESQUIRE
Florida Bar No. 497381
4855 Technology Way, Ste. 720
Boca Raton, FL 33431
561-997-7008
email: rspallina@tescherspallina.com

N:\WPDATA\estates\Bernstein, Simon\Pleadings\Obj to Claim - Stansbury.wpd

Bar Form No. P-3.0420
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Text Revised October 1, 1998

Robert Spallina

From: Peter M. Feaman [pfeaman@feamanlaw.com]
Sent: Wednesday, January 30, 2013 11:27 AM
To: Robert Spallina; Maryanne Koskey
Cc: swergoldj@gtlaw.com
Subject: RE: SERVICE OF COURT DOCUMENT - Case No.: 50 2012 CA 013933 MB AA

We are postponing the hearing so the hearing set for tomorrow Thursday is cancelled

Peter M. Feaman

PETER M. FEAMAN, P.A.
3615 West Boynton Beach Boulevard
Boynton Beach, FL 33436
Telephone: 561-734-5552
Facsimile: 561-734-5554
www.feamanlaw.com

7900 Glades Road, Suite 330
Boca Raton, FL 33434
561-477-9000

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From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Wednesday, January 30, 2013 11:19 AM
To: Maryanne Koskey
Cc: Peter M. Feaman
Subject: RE: SERVICE OF COURT DOCUMENT - Case No.: 50 2012 CA 013933 MB AA

As discussed in our call yesterday, please confirm if the hearing was set for this Thursday given the ambiguity in the Notice. Thank you

From: Maryanne Koskey [mailto:mkoskey@feamanlaw.com]
Sent: Wednesday, January 23, 2013 3:01 PM
To: swergoldj@gtlaw.com; arnsdorffk@gtlaw.com; steffesj@gtlaw.com; FLService@gtlaw.com; Robert Spallina
Subject: SERVICE OF COURT DOCUMENT - Case No.: 50 2012 CA 013933 MB AA

Court: In the Circuit Court of the 15th Judicial Circuit in and for Palm Beach County, FL

Case No.: 50 2012 CA 013933 MB AA

Case Name: William Stansbury v. Bernstein et al

Attachment: Notice of Hearing on Pltf's Motion for Substitution of Party

Maryanne Koskey
Legal Assistant to Peter M. Feaman
PETER M. FEAMAN, P.A.
Attorneys for William Stansbury
3615 W. Boynton Beach Blvd.
Boynton Beach, FL 33436
Tel: 561.734.5552
Fax: 561.734.5554
www.feamanlaw.com

Alexa Collevechio

From: Alexa Collevechio
Sent: Thursday, January 24, 2013 2:04 PM
To: 'Lisa Friedstein'; 'Pam Simon'; 'Jill Iantoni'; 'Ted Bernstein'; 'Christine Yates'
Cc: Robert Spallina
Subject: Simon Bernstein Insurance Policy
Attachments: DOC012413-001.pdf

Attached is a letter from Reassure America Life Insurance Company regarding Simon Bernstein's policy.

If the attachment fails to open or you have any questions, please do not hesitate to call the office.

Best Regards,

Alexa Collevechio, Receptionist
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Telephone: 561.997.7008
Facsimile 561.997.7308

FAX

To: Robert Spallina
Company:
Fax: 915619977308

From: Kellie Walker
Phone:

NOTES:

Insured Simon Bernstein #1009208

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Number of pages including this cover sheet: 02

Reassure America Life
Insurance Company

J. L. McDonald, ALHC, LTCP
Vice President

12750 Merit Drive
Suite 500
Dallas, TX 75251

Telephone (972) 776-8535
Fax (260) 435-8773

January 8, 2013

Mr. Robert Spallina
Attorney at Law
Tescher & Spallina, P.A.
Boca Village Corporate Center I
4855 Technology Way, Suite 720
Boca Raton, FL 33431

Re: Simon Bernstein, Dec's
Policy # 1009208

Dear Mr. Spallina:

This will acknowledge your letters the most recent of which is dated December 21, 2012.

In as much as the above policy provides a large death benefit in excess of $1.6 million dollars and the fact that the trust document cannot be located, we respectfully request a court order to enable us to process the claim.

Please let us know how we may assist you in this process.

Sincerely,

Jim McDonald, ALHC, LTCP
Vice President
Claims Oversight

Robert Spallina

From: Alexa Collevechio
Sent: Friday, January 04, 2013 9:45 AM
To: Robert Spallina
Subject: Debbie Carse 1-800-878-1267

Re: Simon Bernstein estate matter

Ref #- 220224221

Alexa Collevechio, Receptionist
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Telephone: 561.997.7008
Facsimile 561.997.7308

Robert Spallina

From: Craig, Janet [Janet.Craig@opco.com]
Sent: Friday, December 14, 2012 2:09 PM
To: 'Eliot Ivan Bernstein'
Cc: Robert Spallina; 'rachel3584@gmail.com'
Subject: RE: Electrician
Attachments: Bernstein Family Realty Appt of Manager 12-14-12.pdf; image001.jpg; image002.gif

Eliot,

I have no way of knowing if you currently have homeowner's insurance. I have copied Robert Spallina and Rachel Walker on this email to see if they have any information. The payment and paperwork for the electrical work was mailed to the vendor earlier this week.

After speaking with Mr. Spallina, Oppenheimer Trust Company has agreed to step in as Manager for Bernstein Family Realty LLC while funds are available. To that end, we have cancelled the monthly remittance to your wife's checking account and ask that you send all household bills to my attention upon receipt. Household bills include utility, phone and cable bills. You should also send us any bills for the boys medical and educational expenses. All other bills will need to be covered by you and your wife.

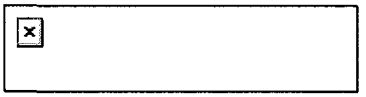
We have set up a custody account for Bernstein Family Realty LLC and I have set you up to receive statements. We will add that account to your online access when that is set up.

Please feel free to contact me with any questions.

Janet Craig, CTFA
Senior Vice President & Compliance Officer
Oppenheimer Trust Company
18 Columbia Turnpike
Florham Park, NJ 07932
Tel: 973-245-4635
Fax: 973-245-4699
Email: Janet.Craig@opco.com

From: Eliot Ivan Bernstein [mailto:iviewit@iviewit.tv]
Sent: Friday, December 14, 2012 1:33 PM
To: Craig, Janet
Subject: Electrician

Hi Janet, I spoke to Rachel who stated you were handling the electrician and electrical work order that the homeowners insurance is contingent upon and sending the paperwork and payment to them directly. I am unclear if we have homeowners insurance at the moment or if this is presenting an immediate liability for us, please let me know if we have homeowners and if not when these matters will be resolved and when the scheduled work is for to reinstate it. Just starting to work on the paperwork re the online statements and will get it over shortly. Thanks and have a great weekend ~ Eliot



IVIEWIT TECHNOLOGIES, INC.

Surf with Vision

Eliot I. Bernstein
Inventor
Iviewit Holdings, Inc. – DL
Iviewit Holdings, Inc. – DL (yes, two identically named)
Iviewit Holdings, Inc. – FL
Iviewit Technologies, Inc. – DL
Uviewit Holdings, Inc. - DL
Uview.com, Inc. – DL
Iviewit.com, Inc. – FL
Iviewit.com, Inc. – DL
I.C., Inc. – FL
Iviewit.com LLC – DL
Iviewit LLC – DL
Iviewit Corporation – FL
Iviewit, Inc. – FL
Iviewit, Inc. – DL
Iviewit Corporation
2753 N.W. 34th St.
Boca Raton, Florida 33434-3459
(561) 245.8588 (o)
(561) 886.7628 (c)
(561) 245-8644 (f)
iviewit@iviewit.tv
http://www.iviewit.tv
http://iviewit.tv/inventor/index.htm
http://iviewit.tv/wordpress
http://www.facebook.com/#!/iviewit
http://www.myspace.com/iviewit
http://iviewit.tv/wordpresseliot
http://www.youtube.com/user/eliotbernstein?feature=mhum
http://www.TheDivineConstitution.com

Also, check out

Eliot's Testimony at the NY Senate Judiciary Committee Hearings Professional Video courtesy of NY Senate, my fav part at end
http://youtu.be/cyeyrjH4L7s

Eliot's Testimony at the NY Senate Judiciary Committee Hearings Professional Video Handheld Camera View, my favorite version at the very end
http://youtu.be/3Q9MzqZv4lw

and

Christine Anderson New York Supreme Court Attorney Ethics Expert Whistleblower Testimony, FOX IN THE HENHOUSE and LAW WHOLLY VIOLATED TOP DOWN EXPOSING JUST HOW WALL STREET / GREED STREET / FRAUD STREET MELTED DOWN AND WHY NO PROSECUTIONS OR RECOVERY OF STOLEN FUNDS HAS BEEN MADE. Anderson in US Fed Court Fingers, US Attorneys, DA's, ADA's, the New York Attorney General and "Favored Lawyers and Law Firms" @

http://www.youtube.com/watch?v=6BlK73p4Ueo

and finally latest blog
http://iviewit.tv/wordpress/?p=594

Eliot Part 1 - The Iviewit Inventions @
http://www.youtube.com/watch?v=LOn4hwemqW0

Iviewit Inventor Eliot Bernstein Guest on Les Winston DisBar the Florida Bar Show #1
http://youtu.be/i1Ao1BYvyoQ

Iviewit Inventor Eliot Bernstein Guest on Les Winston DisBar the Florida Bar Show #2
http://youtu.be/OaXys6blmFI

Iviewit Inventor Eliot Bernstein Guest on Les Winston DisBar the Florida Bar Show #3
http://youtu.be/9R1PNnJVVGU

Iviewit Inventor Eliot Bernstein Guest on Les Winston DisBar the Florida Bar Show #4
http://youtu.be/rUHCZFkro08

Eliot Bernstein Iviewit Inventor Televison Interview Dick Woelfle Network 125
http://youtu.be/WEgSXJFqrhQ

Eliot for President in 2012 Campaign Speech 1 with No Top Teeth, Don't Laugh, Very Important
http://www.youtube.com/watch?v=DuIHQDcwQfM

Eliot for President in 2012 Campaign Speech 2 with No Top OR Bottom Teeth, Don't Laugh, Very Important
http://www.youtube.com/watch?v=jbOP3U1q6mM

Eliot for President in 2012 Campaign Speech 3 Very Important
https://www.facebook.com/iviewit?ref=tn_tnmn#!/note.php?note_id=319280841435989

Other Websites I like:

http://www.deniedpatent.com
http://exposecorruptcourts.blogspot.com
http://www.judgewatch.org/index.html
http://www.enddiscriminationnow.com
http://www.corruptcourts.org
http://www.makeourofficialsaccountable.com
http://www.parentadvocates.org
http://www.newyorkcourtcorruption.blogspot.com
http://cuomotarp.blogspot.com
http://www.disbartheflorida bar.com
http://www.trusteefraud.com/trusteefraud-blog
http://www.constitutionalguardian.com
http://www.americans4legalreform.com
http://www.judicialaccountability.org
www.electpollack.us
http://www.ruthmpollackesq.com
http://www.attorneysabovethelaw.com
http://heavensclimb.blogspot.com
http://www.VoteForGreg.us Greg Fischer
http://www.liberty-candidates.org/greg-fischer/
http://www.facebook.com/pages/Vote-For-Greg/111952178833067
http://www.killallthelawyers.ws/law (The Shakespearean Solution, The Butcher)

--

"We the people are the rightful master of both congress and the courts - not to overthrow the Constitution, but to overthrow the men who pervert the Constitution." - Abraham Lincoln

"Whensoever the General Government assumes undelegated powers, its acts are unauthoritative, void, and of no force." -- Thomas Jefferson, The Kentucky Resolutions of 1798

"If a law is unjust, a man is not only right to disobey it, he is obligated to do so." Thomas Jefferson

"Each time a person stands up for an ideal, or acts to improve the lot of others, or strikes out against injustice, he sends forth a tiny ripple of hope, and crossing each other from a million different centers of energy and daring, these ripples build a current that can sweep down the mightiest walls of oppression and resistance." - Robert F. Kennedy

"Is life so dear or peace so sweet as to be purchased at the price of chains and slavery? Forbid it, Almighty God! I know not what course others may take, but as for me, give me liberty, or give me death!" - Patrick Henry

I live by the saying,

ELLEN G. WHITE
The greatest want of the world is the want of men, --men who will not be bought or sold; men who in their inmost souls are true and honest, men who do not fear to call sin by its right name; men whose conscience is as true to duty as the needle to the pole, men who will stand for the right though the heavens fall. -Education, p. 57(1903)

If you are one of these people, nice to be your friend ~ Eliot

Eliot I. Bernstein
Iviewit Technologies, Inc.
Founder & Inventor
(561) 245-8588 Work
(561) 886-7628 Mobile
(561) 245-8644 Facsimile
iviewit@iviewit.tv
eliot@iviewit.tv
2753 N.W. 34th St.
Boca Raton, Florida 33434
http://www.iviewit.tv

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Robert Spallina

From: Ted Bernstein [tbernstein@lifeinsuranceconcepts.com]
Sent: Saturday, December 15, 2012 2:07 PM
Subject: FW: Mom and Dads wallstone

FYI...sent this to Eliot.

From: Ted Bernstein
Sent: Saturday, December 15, 2012 2:04 PM
To: Eliot Bernstein (iviewit@iviewit.tv); Eliot Bernstein (iviewit@gmail.com)
Subject: FW: Mom and Dads wallstone

Eliot,

Hope all is well. Happy Chanukah and hi to Candice and the boys.

Have you or your attorney reviewed the document regarding the insurance proceeds for the Heritage policy that should be paid to 1995 ILIT?

Insurance company will soon be ready to make payment and there appears to be only one smart decision, based solely on taxes and economics. I can see absolutely no reason to subject these proceeds (whatever the net amount of the policy may be) to creditors of dad's estate.

After signing document, proceeds will be paid to 5 children in equal amounts, free of tax and safe from creditors. Any other option has the proceeds paid to his estate with the eventual outcome being nothing but downside.

Not speaking for Pam, Lisa or Jill, I do believe everyone has reached the same conclusion.

If you or your attorney would like to speak with me, feel free to give me a call. I am happy to go through this.

Can you get this done by Monday or Tuesday? If so, the agreement will need to be sent to carrier by Robert Spallina, with original signatures. The proceeds should be payable to the trust account shortly thereafter, and then I can make distributions immediately. Once I have distributed proceeds, the trust account can be closed and I can file tax return for this year only.

FYI...Robert recently told me that he has tried contacting your attorney a few times, with no luck. Let me know if you would like me to arrange a conference call with her and Robert and I am happy to do that.

Let me know. I have a lot on my plate and I would like to get this one done and off.

Ted

From: Lisa Friedstein [mailto:lisa.friedstein@gmail.com]
Sent: Tuesday, December 11, 2012 1:19 PM
To: Jill Iantoni; Simon Pam; Ted Bernstein; Eliot Bernstein Ivan
Subject: Re: Mom and Dads wallstone

Hi All,

I just got off the phone with my attorney who looked over the document, which I have not yet signed, as I had questions of my own. Her response was that the document regarding the insurance money looked straight forward and she did not see a reason not to sign it.

On a separate note, that is not related to the insurance proceeds, she did agree with Eliots request for documents.

Lisa Friedstein

On Dec 11, 2012, at 9:45 AM, Jill Iantoni <jilliantoni@gmail.com> wrote:

> Thanks for the update Ted. Is the Aprraiser appraising the jewelry as well?
>
> On Tue, Dec 11, 2012 at 8:25 AM, lisa friedstein <lisa@friedsteins.com> wrote:
>
> I am talking with the lawyer this morning...what's the date in January so I can make tickets? Sucks about the houses...dads luck...bad market!
>
> On Dec 11, 2012 8:20 AM, "Ted Bernstein" <tbernstein@lifeinsuranceconcepts.com> wrote:
>
> Open to anything suggested.
>
> I don't think everyone has signed the insurance document yet. For those having counsel look at it, when do you expect the review will be done? I would think we want to be in a position to execute when the insurance company is ready to issue a check. I can't see any reason to delay and the life insurance issues are fairly simple and straightforward.
>
> No news on the real estate front, not much activity lately and only one low-ball offer since I lowered the price two months ago.
>
> The assets in the house will be appraised in mid January. However, the firm doing the appraisal indicated that there is not a great deal of value of the assets in each home, which does not include the remaining jewelry.
>
> Keep me posted…
>
> **From:** lisa.friedstein@gmail.com [mailto:lisa.friedstein@gmail.com] **On Behalf Of** lisa friedstein
> **Sent:** Tuesday, December 11, 2012 7:45 AM
> **To:** Pam Simon

Cc: Ted Bernstein; Eliot I Bernstein; Iantoni Jill
Subject: Re: Mom and Dads wallstone

Guys I think we can do better...look up the lyrics to Frank Sinatra " my way"...let's take our time..xo

On Dec 11, 2012 5:53 AM, "Pam Simon" <psimon@stpcorp.com> wrote:

Ok - I will get Mock up and cost from funeral home

On Dec 9, 2012, at 4:56 PM, "Ted Bernstein" <tbernstein@lifeinsuranceconcepts.com> wrote:

> Simon Leon Bernstein
> Beloved husband, father and zayda (zaida)
>
> Together forever in the middle
>
> Those work for me, a quote would be good. I do remember that the inscriptions are quite costly. Split among 5 will help some, but it adds up fast.
>
> -----Original Message-----
> From: Pam Simon [mailto:psimon@stpcorp.com]
> Sent: Saturday, December 08, 2012 5:03 PM
> To: Ted Bernstein; Eliot Bernstein Ivan; Iantoni Jill; Friedstein Lisa
> Subject: Mom and Dads wallstone
>
> We were there today and here are some ideas to finish the wall cover:
> 1. On Dads side a pic of Dad from the same era as Moms pic 2. Do we want Simon Leon Bernstein or Solomon Leon Bernstein 3. A saying on Dads side might be 'Beloved husband, father and zayda'
> 4. There may be room above the light fixture in the center to write a joint short statement such as 'Together forever'
> 5. A picture is below for reference
> Comments? Should I get a quote?

3

651111

Schedule K-1 (Form 1065)

Department of the Treasury
Internal Revenue Service

2011

For calendar year 2011, or tax year beginning _____ ending _____

Partner's Share of Income, Deductions, Credits, etc.

▶ See separate instructions.

☐ Final K-1 ☐ Amended K-1 OMB No. 1545-0099

Part I Information About the Partnership

A Partnership's employer identification number
26-2124343

B Partnership's name, address, city, state, and ZIP code

BERNSTEIN FAMILY INVESTMENTS LLLP
950 PENINSULA CORP CIRCLE, STE 3010
BOCA RATON, FL 33487

C IRS Center where partnership filed return
OGDEN, UT

D ☐ Check if this is a publicly traded partnership (PTP)

Part II Information About the Partner

E Partner's identifying number
32-0234597

F Partner's name, address, city, state, and ZIP code

BERNSTEIN HOLDINGS LLC
7020 LIONS HEAD LANE
BOCA RATON, FL 33496

G ☒ General partner or LLC member-manager ☐ Limited partner or other LLC member

H ☒ Domestic partner ☐ Foreign partner

I What type of entity is this partner? PARTNERSHIP

J Partner's share of profit, loss, and capital:

	Beginning	Ending
Profit	1.00000%	1.0000000%
Loss	1.00000%	1.0000000%
Capital	1.00000%	1.0000000%

K Partner's share of liabilities at year end:

Nonrecourse	$
Qualified nonrecourse financing	$
Recourse	$ 0.

L Partner's capital account analysis:

Beginning capital account	$ 9,157.
Capital contributed during the year	$
Current year increase (decrease)	$ 1,027.
Withdrawals & distributions	$( )
Ending capital account	$ 10,184.

☒ Tax basis ☐ GAAP ☐ Section 704(b) book
☐ Other (explain)

M Did the partner contribute property with a built-in gain or loss?
☐ Yes ☒ No
If "Yes", attach statement (see instructions)

Part III Partner's Share of Current Year Income, Deductions, Credits, and Other Items

1 Ordinary business income (loss)	0.	15 Credits	
2 Net rental real estate income (loss)			
3 Other net rental income (loss)		16 Foreign transactions	* STMT
4 Guaranteed payments			
5 Interest income	422.		
6a Ordinary dividends	367.	17 Alternative min tax (AMT) items	A 5.
6b Qualified dividends	266.		D 69.
7 Royalties	1.		* STMT
8 Net short-term capital gain (loss)	<23.>	18 Tax-exempt income and nondeductible expenses	A* STMT
9a Net long-term capital gain (loss)	413.		B* 66.
9b Collectibles (28%) gain (loss)		19 Distributions	
9c Unrecaptured sec 1250 gain			
10 Net section 1231 gain (loss)		20 Other information	A 790.
11 Other income (loss)	F* <30.>		B 7.
12 Section 179 deduction			
13 Other deductions	J* 2.		
	K* 7.		
	* STMT		
14 Self-employment earnings (loss)	A 0.		

*See attached statement for additional information.

For IRS Use Only

BERNSTEIN FAMILY INVESTMENTS LLLP 26-2124343

SCHEDULE K-1 OTHER DEDUCTIONS, BOX 13

CODE		DESCRIPTION	AMOUNT
T	*	DOMESTIC PRODUCTION ACTIVITIES INFO	STMT
W	*	OTHER DEDUCTIONS	11.

* SEE ATTACHED STATEMENT FOR ADDITIONAL INFORMATION.

SCHEDULE K-1 FOREIGN TRANSACTIONS, BOX 16

CODE	DESCRIPTION	COUNTRY	AMOUNT
A	NAME OF COUNTRY OR U.S. POSSESSION	UNITED STATES	
B	GROSS INCOME FROM ALL SOURCES	UNITED STATES	1,440.
D	FOREIGN GROSS INC. SOURCED AT PARTNERSHIP LEVEL-PASSIVE CATEGORY	UNITED STATES	34.
L	TOTAL FOREIGN TAXES PAID	UNITED STATES	2.
A	NAME OF COUNTRY OR U.S. POSSESSION	UNITED STATES	
B	GROSS INCOME FROM ALL SOURCES	UNITED STATES	1,440.
A	NAME OF COUNTRY OR U.S. POSSESSION	UNITED STATES	
B	GROSS INCOME FROM ALL SOURCES	UNITED STATES	1,440.
A	NAME OF COUNTRY OR U.S. POSSESSION	CANADA	
B	GROSS INCOME FROM ALL SOURCES	CANADA	1,440.
E	FOREIGN GROSS INC. SOURCED AT PARTNERSHIP LEVEL-GENERAL CATEGORY	CANADA	4.
J	DEDS. ALLOCATED/APPORTIONED PARTNERSHIP LEVEL-GENERAL CATEGORY	CANADA	7.
A	NAME OF COUNTRY OR U.S. POSSESSION	MEXICO	
B	GROSS INCOME FROM ALL SOURCES	MEXICO	1,440.
A	NAME OF COUNTRY OR U.S. POSSESSION	OTHER COUNTRI	
B	GROSS INCOME FROM ALL SOURCES	OTHER COUNTRI	1,440.

SCHEDULE K-1 ALTERNATIVE MINIMUM TAX (AMT) ITEMS, BOX 17

CODE		DESCRIPTION	AMOUNT
E		OIL, GAS & GEOTHERMAL - DEDUCTIONS	15.
F	*	OTHER AMT ITEMS	STMT

* SEE ATTACHED STATEMENT FOR ADDITIONAL INFORMATION.

BERNSTEIN FAMILY INVESTMENTS LLLP 26-2124343

SCHEDULE K-1 OTHER INCOME, BOX 11, CODE F

DESCRIPTION	PARTNER FILING INSTRUCTIONS	AMOUNT
OTHER INCOME FROM PASSTHROUGH ENTITIES	ENTER ON APPLICABLE LINE OF YOUR RETURN	<30.>
TOTAL TO SCHEDULE K-1, BOX 11, CODE F		<30.>

SCHEDULE K-1 SECTION 59(E)(2) EXPENDITURES, BOX 13, CODE J

DESCRIPTION	PARTNER FILING INSTRUCTIONS	AMOUNT
SEC 59(E)(2) EXPENDITURES FROM PASSTHROUGH ENTITIES	SEE IRS SCH. K-1 INSTRUCTIONS	2.
TOTAL TO SCHEDULE K-1, BOX 13, CODE J		2.

SCHEDULE K-1 PORTFOLIO DEDUCTIONS SUBJECT TO THE 2% FLOOR BOX 13, CODE K

DESCRIPTION	PARTNER FILING INSTRUCTIONS	AMOUNT
MANAGEMENT FEES		7.
TOTAL TO SCHEDULE K-1, BOX 13, CODE K		7.

SCHEDULE K-1 DOMESTIC PRODUCTION ACTIVITY INFORMATION BOX 13, CODE T

DESCRIPTION	PARTNER FILING INSTRUCTIONS	AMOUNT
DOMESTIC PRODUCTION GROSS RECEIPTS	SEE FORM 8903 INSTRUCTIONS	88.
NON-DOMESTIC PRODUCTION GROSS RECEIPTS	SEE FORM 8903 INSTRUCTIONS	1,434.
DIRECTLY ALLOCATED COST OF GOODS SOLD	SEE FORM 8903 INSTRUCTIONS	44.
DIRECTLY ALLOCABLE EXPENSES	SEE FORM 8903 INSTRUCTIONS	47.
DIRECTLY ALLOCATED OTHER EXPENSES TO NON-DPGR	SEE FORM 8903 INSTRUCTIONS	26.
APPORTIONABLE OTHER EXPENSES	SEE FORM 8903 INSTRUCTIONS	31.
INTEREST EXPENSE	SEE FORM 8903 INSTRUCTIONS	6.
FORM W-2 WAGES	SEE FORM 8903 INSTRUCTIONS	4.
ASSETS ALLOCABLE TO QPA	SEE FORM 8903 INSTRUCTIONS	0.

Foreign Taxes

Name of partnership/corporation	Employer identification number
BERNSTEIN FAMILY INVESTMENTS LLLP	26-2124343

a	Name of foreign country or U.S. possession	UNITED STATES
b	Total gross income sourced at shareholder/partner level	
c	Total gross income sourced at corporate/partnership level:	
	(1) Passive category	
	(2) General category	
	(3) Section 901(j) income	
	(4) Income re-sourced by treaty	
	(5) Other income	
d	Deductions allocated and apportioned at shareholder/partner level:	
	(1) Interest expense	
	(2) Other	
e	Deductions allocated and apportioned at corporate/partnership level:	
	(1) Passive category	
	(2) General category	
	(3) Section 901(j) income	
	(4) Income re-sourced by treaty	
	(5) Other income	
f	Total foreign taxes - ☐ Paid ☐ Accrued	
g	Reduction in taxes available for credit	

Foreign Taxes

Name of partnership/corporation	Employer identification number
BERNSTEIN FAMILY INVESTMENTS LLLP	26-2124343

a	Name of foreign country or U.S. possession	CANADA
b	Total gross income sourced at shareholder/partner level	
c	Total gross income sourced at corporate/partnership level:	
	(1) Passive category	
	(2) General category	223.
	(3) Section 901(j) income	
	(4) Income re-sourced by treaty	
	(5) Other income	
d	Deductions allocated and apportioned at shareholder/partner level:	
	(1) Interest expense	
	(2) Other	
e	Deductions allocated and apportioned at corporate/partnership level:	
	(1) Passive category	
	(2) General category	322.
	(3) Section 901(j) income	
	(4) Income re-sourced by treaty	
	(5) Other income	
f	Total foreign taxes - ☐ Paid ☐ Accrued	
g	Reduction in taxes available for credit	

Foreign Taxes

Name of partnership/corporation	Employer identification number
BERNSTEIN FAMILY INVESTMENTS LLLP	26-2124343

a	Name of foreign country or U.S. possession	MEXICO
b	Total gross income sourced at shareholder/partner level	7.
c	Total gross income sourced at corporate/partnership level:	
	(1) Passive category	
	(2) General category	6.
	(3) Section 901(j) income	
	(4) Income re-sourced by treaty	
	(5) Other income	
d	Deductions allocated and apportioned at shareholder/partner level:	
	(1) Interest expense	
	(2) Other	
e	Deductions allocated and apportioned at corporate/partnership level:	
	(1) Passive category	
	(2) General category	
	(3) Section 901(j) income	
	(4) Income re-sourced by treaty	
	(5) Other income	
f	Total foreign taxes - [ ] Paid [X] Accrued	2.
g	Reduction in taxes available for credit	

Foreign Taxes

Name of partnership/corporation	Employer identification number
BERNSTEIN FAMILY INVESTMENTS LLLP	26-2124343

a	Name of foreign country or U.S. possession	OTHER COUNTRIES
b	Total gross income sourced at shareholder/partner level	25.
c	Total gross income sourced at corporate/partnership level:	
	(1) Passive category	17.
	(2) General category	
	(3) Section 901(j) income	
	(4) Income re-sourced by treaty	
	(5) Other income	
d	Deductions allocated and apportioned at shareholder/partner level:	
	(1) Interest expense	5.
	(2) Other	4.
e	Deductions allocated and apportioned at corporate/partnership level:	
	(1) Passive category	
	(2) General category	
	(3) Section 901(j) income	
	(4) Income re-sourced by treaty	
	(5) Other income	
f	Total foreign taxes - [X] Paid [ ] Accrued	1.
g	Reduction in taxes available for credit	

Robert Spallina

From: Ted Bernstein [tbernstein@lifeinsuranceconcepts.com]
Sent: Wednesday, December 05, 2012 6:01 PM
To: Robert Spallina; Pam Simon
Cc: Simon David Scooter; Simon Pam
Subject: RE: Proceeds

OK Robert, we understand and I will distribute the document to each of my siblings this evening if I can get to it, otherwise tomorrow morning for sure.

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Wednesday, December 05, 2012 10:24 AM
To: Pam Simon
Cc: Ted Bernstein; Simon David Scooter; Simon Pam
Subject: RE: Proceeds

Eliot is represented and I can send nothing to him directly. If you all want to send it to him then by all means do so. Keep in mind that he is likely to send it to his attorney anyway. I will leave it to your discretion.

From: Pam Simon [mailto:pambsimon@icloud.com]
Sent: Wednesday, December 05, 2012 9:58 AM
To: Robert Spallina
Cc: Ted Bernstein; Simon David Scooter; Simon Pam
Subject: Re: Proceeds

Hi Robert Did you send to Eliot yet - prob a good start.

On Dec 3, 2012, at 1:35 PM, Robert Spallina <rspallina@tescherspallina.com> wrote:

> Yes – but Eliot's counsel will probably hold things up
>
> **From:** Pam Simon [mailto:pambsimon@icloud.com]
> **Sent:** Monday, December 03, 2012 12:12 PM
> **To:** Robert Spallina
> **Cc:** Ted Bernstein; Simon David Scooter; Simon Pam
> **Subject:** Re: Proceeds
>
> Hi Robert - scooter will send you but can you send out for signatures? Thanks
>
> On Dec 3, 2012, at 9:48 AM, Robert Spallina <rspallina@tescherspallina.com> wrote:

Please have him send me the document for my review and copy all. I want to make sure we have an agreement among all before I speak to the carrier.

From: Pam Simon [mailto:pambsimon@icloud.com]
Sent: Sunday, December 02, 2012 7:39 AM
To: Robert Spallina
Cc: Ted Bernstein; Simon David Scooter; Simon Pam
Subject: Re: Proceeds

Hi Robert - can you call Scooter as he has a copy of the document you can circulate for signatures to release the proceeds. 312-909-0369 Thx

On Nov 19, 2012, at 12:14 PM, "David (Scooter) Simon" <dsimon@stpcorp.com> wrote:

> May be available to achieve Si's intended results through waiver and settlement agreement.
> Please have Mr. Spallina call my cell phone 312 909 0369
> On Nov 19, 2012, at 1:11 PM, "Pam Simon" <pambsimon@icloud.com> wrote:
>
> > Is the 2000 trust an irrevocable trust?
> >
> > On Nov 19, 2012, at 11:57 AM, Robert Spallina <rspallina@tescherspallina.com> wrote:
> >
> > > We are not responding to them with the document from 2000. We discussed that and you are carved out under that document. We need to find the 1995 trust ASAP
> > >
> > > **From:** Pam Simon [mailto:pambsimon@icloud.com]
> > > **Sent:** Monday, November 19, 2012 12:56 PM
> > > **To:** Ted Bernstein
> > > **Cc:** Robert Spallina
> > > **Subject:** Re: Proceeds
> > >
> > > Pls send the executed trust document before u respond to heritage

On Nov 19, 2012, at 9:13 AM, Ted Bernstein <tbernstein@lifeinsuranceconcepts.com> wrote:

> Highly unlikely they will use another trust - what is SOP when doc can't be found?
>
> Ted Bernstein
> 561-988-8984
>
> Sent from my Samsung Galaxy Note™
>
> -------- Original message --------
> Subject: RE: Proceeds
> From: Robert Spallina <rspallina@tescherspallina.com>
> To: Pam Simon <pambsimon@icloud.com>
> CC: RE: Proceeds
>
> Heritage responded back that they need a copy of the trust instrument.
> We do not have a copy and the only executed trust document that we have
> in which the policy is listed as an asset is the 2000 trust prepared by
> Al Gortz.
>
> -----Original Message-----

From: Pam Simon
[mailto:pambsimon@
icloud.com]
Sent: Friday,
November 16, 2012
2:35 PM
To: Robert Spallina
Cc: Bernstein Ted
Subject: Proceeds

Hi Robert - any word
on the proceeds ?
Need help? Pam

Robert Spallina

From: Robert Spallina
Sent: Monday, February 04, 2013 11:48 AM
To: 'Lisa Friedstein'
Subject: RE: still not clear

I will get it distributed to my trust account and his share will sit there until he makes a decision and signs the waiver and release. He should be ashamed of how he has conducted himself. Christine Yates should be reprimanded for her poor counsel. They have turned this into a circus. An agreement must be among all the parties that are heirs/beneficiaries. The money would escheat to the State only if a claim is not filed which is not the case.

-----Original Message-----
From: Lisa Friedstein [mailto:lisa.friedstein@gmail.com]
Sent: Monday, February 04, 2013 11:45 AM
To: Robert Spallina
Subject: still not clear

Robert,
Why do we need all five of us to sign...and if eliot decides not to sign where does the money go? i thought i heard you say "to the state"
Is that true?

Lisa Friedstein

Robert Spallina

From: Pam Simon [pambsimon@icloud.com]
Sent: Monday, February 04, 2013 11:42 AM
To: Robert Spallina
Subject: Re: policy and accounting on the premium/withdrawals from heritage life for elio

he is very ill and perhaps counsel can reason with him but i dont suspect that so we really should consider what will happen when we cant get an answer from him so that the 4 of us can proceed without him. hopefully, i am wrong. thanks

On Feb 4, 2013, at 9:38 AM, Robert Spallina <rspallina@tescherspallina.com> wrote:

> I will request it. Does anyone have any ability to talk to him. If I
> were his sibling I would have blasted him by now and guilted him into
> moving forward with the plan.
>
> -----Original Message-----
> From: Pam Simon [mailto:pambsimon@icloud.com]
> Sent: Monday, February 04, 2013 11:38 AM
> To: Robert Spallina
> Subject: policy and accounting on the premium/withdrawals from
> heritage life for elio
>
> are you requesting or should we? thanks

Robert Spallina

From: Robert Spallina
Sent: Monday, February 04, 2013 11:34 AM
To: 'Christine Yates'
Subject: Your client

Christine - Your client needs to get control over his paranoia. Everything he does costs the estate more money and accomplishes nothing. My partner and I had a candid conversation with you about your client and his idiosyncrasies at the time you were engaged. He has turned this entire matter into a circus. Providing counsel to him means walking him off the ledge at certain times. This is one of those times. Please counsel him to go along with the planning that his father intended. Both Si and Shirley Bernstein are rolling around in their graves at this point.

Thank you

Robert L. Spallina, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
E-mail: rspallina@tescherspallina.com

If you would like to learn more about TESCHER & SPALLINA, P.A., please visit our website at www.tescherspallina.com

The information contained in this message is legally privileged and confidential information intended only for the use of the individual or entity named above. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. If you have received this communication in error, please immediately notify us by e-mail or telephone. Thank you.

Robert Spallina

From: Robert Spallina
Sent: Thursday, January 24, 2013 3:58 PM
To: 'Jill Iantoni'
Subject: RE: Bernstein Estate 1/24/2013

Lisa - You need the decision to be unanimous or moving forward is not going to be possible. If money goes to the estate it is subject to creditor claims and cannot be distributed until we close the estate after creditors are paid. Any legal fees incurred by a beneficiary are their own and not the estate's fees. Stansbury is trying to substitute the estate for your father. That hearing is next week. Hope this helps

---

From: Jill Iantoni [mailto:jilliantoni@gmail.com]
Sent: Thursday, January 24, 2013 3:12 PM
To: Robert Spallina
Cc: Jill Iantoni
Subject: Bernstein Estate 1/24/2013

Hi Robert,

thanks for todays call. Three questions.

One, if the 5 kids do NOT all agree that we should split the insurance proceeds amongst the 5 of us, what happens to the insurance proceeds? Can 4 out of 5 (or whatever the number is) over rule and move forward with the court hearing requesting that the insurance proceeds get paid out to the 5 children? If that is a NO, do the proceeds go directly to the estate? If the answer is the 10 grandchildren, will that be subject to creditors or would that money get paid out quickly (just as it would to the 5 of us) and avoid any potential law suit/creditors?

Two, if any of the 5 children have personal counsel representing them, are they allowed to have their bills sent to you/Estate for payment? If yes, is there a provision that the others can put in place that regulates the amount/or a provision that states it come out of their child(ren) portion of the estate?

Can you also clarify, that based on the conversation today, there is a chance that Bill S. case will be null and void and even if it is not, it is not towards Si Bernstein or his estate? Did I understand that correctly?

Thanks so much,
Jill

Christine P. Yates
Direct Dial: 954 760.4916
Email: cty@trippscott.com

TRIPP SCOTT
EXPERIENCE YOU CAN TRUST

November 29, 2012

Via E-Mail and U.S. Mail
Robert L. Spallina, Esq.
Tescher & Spallina, P.A.
4855 Technology Way - Suite 720
Boca Raton, FL 33431

Re: **Estates of Shirley Bernstein and Simon Leon Bernstein**

Dear Mr. Spallina:

We wanted to take this opportunity to follow up with you regarding my November 9, 2012 correspondence. As you are aware, my firm represents Mr. and Mrs. Bernstein, individually, as natural guardians of Joshua, Jacob, and Daniel Bernstein, and as Trustees of any trusts created for Joshua, Jacob and Daniel Bernstein by Simon and/or Shirley Bernstein. We would appreciate receiving copies of the following information and documents no later than December 4, 2012, in order to assist us in this matter:

1. Copies of all estate planning documents including all Wills and Trusts for Shirley Bernstein and Simon Leon Bernstein that our client was a beneficiary, whether qualified or contingent;
2. Copies of all estate planning documents including all Wills and Trusts that our client's children, Joshua, Jacob and/or Daniel, are named as beneficiary, whether qualified or contingent;
3. Copies of all documents executed in May and June 2012 regarding the Last Will and Testament of Shirley Bernstein;
4. Estate Accounting for Shirley Bernstein;
5. Estate Accounting for Simon Bernstein;
6. Trust Accountings for any Trusts that our client, his spouse, or his children are a beneficiary, whether qualified or contingent;
7. Copies of any claims filed in the Estate of Shirley Bernstein and Simon Bernstein;
8. Copy of the Inventory filed in the Estate of Shirley Bernstein;
9. Copy of the Inventory filed in the Estate of Simon Bernstein, or if none, please provide the approximate date you expect the Inventory will be prepared and filed with the Probate Court;
10. Allocation of the tangible personal property of Shirley and Simon Bernstein. Specifically, is the jewelry being divided among the ten grandchildren?;
11. Appraisals of tangible personal property, specifically the jewelry, artwork and collectibles;
12. All documents relating to the life insurance policies owned by Shirley and/or Simon, insuring Shirley and/or Simon's life, or for the benefit of Shirley and/or Simon Bernstein;

13. Please provide documentation concerning the allocation and division of all companies owned by Simon and/or Shirley at the time of their deaths and copies of any partnership, operating, or stockholders agreements;

14. Please provide a status of the ongoing litigation involving Stanford;
15. Please provide a status of the Iliewit company stock. Were the issues with Gerald Lewin resolved?;
16. Please provide a status of the funding of Telenet Company and Candice's employment with Telenet; and
17. Please provide any information you have with regards to the college funds created by Simon or Shirley Bernstein for the benefit of Joshua, Jacob and/or Daniel.

Thank you for your attention to this matter. Should you have any questions, please feel free to contact my office.

Very truly yours,

Christine P. Yates

Christine P. Yates
For the Firm

CPY/cak
cc: Eliot Bernstein
Marc Garber

661738v1 995508.0001

LAW OFFICES
TESCHER & SPALLINA, P.A.

BOCA VILLAGE CORPORATE CENTER I
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FLORIDA 33431

ATTORNEYS
DONALD R. TESCHER
ROBERT L. SPALLINA
LAUREN A. GALVANI

TEL: 561-997-7008
FAX: 561-997-7308
TOLL FREE: 888-997-7008
WWW.TESCHERSPALLINA.COM

SUPPORT STAFF
DIANE DUSTIN
KIMBERLY MORAN
SUANN TESCHER

December 18, 2012

VIA U.S. MAIL
Gerald Lewin, CPA
CBIZ Goldstein Lewin
1675 N Military Trail
Fifth Floor
Boca Raton, FL 33486

Re: Bernstein Tax Returns

Dear Gerry:

Enclosed are the checks representing payment for the preparation of the tax returns with regard to Simon Bernstein's estate, partnership and trusts.

If you have any questions, please do not hesitate to contact us.

Sincerely,

ROBERT L. SPALLINA

RLS/km

Enclosures

ESTATE OF SIMON L. BERNSTEIN
DONALD R. TESCHER AND
ROBERT L. SPALLINA, CO-PERSONAL REPS
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FL 33431

63-8413/2670 5494 103

DATE 12/18/12

PAY TO THE ORDER OF CBIZ MHM LLC $ 2861.25

two thousand eight hundred sixty one & 25/100 DOLLARS

Security Features Included. Details on Back.

J.P.Morgan
Founded 1799
JPMorgan Chase Bank, N.A.
Palm Beach, Florida

MEMO Inv# 102222

MP

⑆267084131⑆ 478015220⑈0103

CBIZ Goldstein Lewin

Estate of Simon Bernstein
c/o Tescher & Spallina, P.A.
Attn: Robert Spallina
4855 Technology Way, Suite 720
Boca Raton, FL 33431

Invoice No. 102222
Date 11/12/2012
Client No. 4001350.0
Total Amount Due $ 4,748.19

TO INSURE PROPER CREDIT, PLEASE WRITE INVOICE NUMBER ON CHECK
AND DETACH THIS STUB AND RETURN WITH YOUR PAYMENT

Professional Services Rendered Through October 31, 2012

Preparation of 1099's for the year ended December 31, 2011.

Accumulation and analysis of information and preparation of U.S. Individual Income Tax Return (Form 1040) for 2011 for Simon Bernstein.

$ 2,861.25

Previous Balance 1,886.94

Amount Due $ 4,748.19

0 - 30	31- 60	61 - 90	91 - 120	Over 120	Balance
2,861.25	0.00	0.00	0.00	1,886.94	4,748.19

Invoice Due Upon Receipt
Payments Received Are Posted Through Above Invoice Date

Client Name: Simon Bernstein
Invoice No.: 102222

Client No: 4001350
Invoice Date: 11/12/2012

Make check payable to: CBIZ MHM LLC (Boca GL)
Remit payment to: PO Box 953152, St. Louis, MO 63195-3152
Ph: 561.994.5050 ■ F: 561.241.0071 ■ www.cbizgl.com

A finance charge of 1.5% per month will be added to any unpaid balance over 60 days from invoice date.

SHIRLEY BERNSTEIN TRUST AGREEMENT
TED BERNSTEIN, TRUSTEE
880 BERKELEY STREET
BOCA RATON, FL 33487

63-8413 / 2670 18978 114

DATE 12/18/2012

PAY TO THE ORDER OF CBIZ $ 2855.80

Twenty Eight Hundred Fifty Five and 80/00 DOLLARS

Security Features Included. Details on Back.

J.P.Morgan
Founded 1799
JPMorgan Chase Bank, N.A.
Palm Beach, Florida

MEMO SHIRLEY TRUST

MP

⑆267084131⑆ 4780181171⑈0114

CBIZ Goldstein Lewin

Shirley Bernstein Trust
c/o Tescher & Spallina, P.A.
Attn: Robert Spallina
4855 Technology Way, Suite 720
Boca Raton, FL 33431

Invoice No. 101052
Date 10/19/2012
Client No. 4001350.100
Total Amount Due $ 3,155.80

TO INSURE PROPER CREDIT, PLEASE WRITE INVOICE NUMBER ON CHECK
AND DETACH THIS STUB AND RETURN WITH YOUR PAYMENT

Professional Services Rendered Through September 30, 2012

Accumulation and analysis of information and preparation of U.S. Fiduciary Tax Return (Form 1041) for 2011.	
Various communications with Attorney Robert Spallina to discuss Estate information.	$ 2,855.80
Invoice Total	2,855.80
Optional prepaid audit and notice correspondence fee covering 2011 Fiduciary Income Tax Return(s).	300.00
	$ 3,155.80

0 - 30	31- 60	61 - 90	91 - 120	Over 120	Balance
3,155.80	0.00	0.00	0.00	0.00	3,155.80

Invoice Due Upon Receipt
Payments Received Are Posted Through Above Invoice Date

Client Name: Shirley Bernstein Trust
Invoice No.: 101052

Client No: 4001350
Invoice Date: 10/19/2012

Make check payable to: CBIZ MHM LLC (Boca GL)
Remit payment to: PO Box 953152, St. Louis, MO 63195-3152
Ph: 561.994.5050 ▫ F: 561.241.0071 ▫ www.cbizgl.com

A finance charge of 1.5% per month will be added to any unpaid balance over 60 days from invoice date.

SIMON L BERNSTEIN TRUST AGREEMENT
ROBERT L SPALLINA AND
DONALD R TESCHER TRUSTEES
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FL 33431

63-8413 / 2670 5494 101

DATE 12/18/12

PAY TO THE ORDER OF CBIZ MHM LLC $ 8237.60

eight thousand two hundred thirty seven & 60/100 DOLLARS

Security Features Included. Details on Back.

J.P.Morgan
Founded 1799
JPMorgan Chase Bank, N.A.
Palm Beach, Florida

MEMO Inv# 101338

MP

⑆ 267084131 ⑆ 478018083 ⑈ 0101

SHIRLEY BERNSTEIN TRUST AGREEMENT
TED BERNSTEIN, TRUSTEE
880 BERKELEY STREET
BOCA RATON, FL 33487

63-8413 / 2670 18978 116

DATE 12/18/2012

PAY TO THE ORDER OF CBIZ $ 8237.60

Eight thousand Two Hundred thirty seven and 60/00 DOLLARS

Security Features Included. Details on Back.

J.P.Morgan
Founded 1799
JPMorgan Chase Bank, N.A.
Palm Beach, Florida

Inv# 101338

MEMO BERNSTEIN FAM INVESTMENTS

MP

⑆ 267084131 ⑆ 478018117 ⑈ 0116

To 50%
US 50%

CBIZ Goldstein Lewin

Bernstein Family Investments, LLLP
c/o Tescher & Spallina, P.A.
Attn: Robert Spallina
4855 Technology Way, Suite 720
Boca Raton, FL 33431

Invoice No. 101338
Date 10/22/2012
Client No. 4002518.0
Total Amount Due $ 16,475.20

TO INSURE PROPER CREDIT, PLEASE WRITE INVOICE NUMBER ON CHECK
AND DETACH THIS STUB AND RETURN WITH YOUR PAYMENT

Professional Services Rendered Through September 30, 2012

Write up of cash receipts, cash disbursements, posting of general ledger and preparation of adjusting journal entries for the period ended December 31, 2011.

Preparation of cash activity reconciliation as of December 31, 2011.

Accumulation of information and preparation of Federal and State Partnership Income Tax Returns for the calendar year ended December 31, 2011.

Preparation and analysis of contributions and withdrawals for 2011.

Record loans and repayments for 2011.

Apply for Federal Identification Number for Shirley's Trust.

Prepare changes to Partner's information.

Several phone conversations with Attorney Robert Spallina and Jerry Lewin regarding changes in Partnership. $ 14,840.85

Previous Balance 1,634.35

Total Amount Due $ 16,475.20 50/50

Copy of Client Ledger Enclosed.

0 - 30	31- 60	61 - 90	91 - 120	Over 120	Balance
14,840.85	0.00	0.00	0.00	1,634.35	16,475.20

Invoice Due Upon Receipt
Payments Received Are Posted Through Above Invoice Date

Client Name: Bernstein Family Investments, LLLP
Invoice No.: 101338

Client No: 4002518
Invoice Date: 10/22/2012

Make check payable to: CBIZ MHM LLC (Boca GL)
Remit payment to: PO Box 953152, St. Louis, MO 63195-3152
Ph: 561.994.5050 ■ F: 561.241.0071 ■ www.cbizgl.com

A finance charge of 1.5% per month will be added to any unpaid balance over 60 days from invoice date.

CBIZ GOLDSTEIN LEWIN

Manager Billing Worksheet by Engagement

Cutoff Date: 9/30/2012

4002518.0 Bernstein Family Investments, LLLP Engagement Fee: $99,999.99

7020 Lions Head Lane *Phone:* 561-988-8984 *Gross WIP* 14,840.85

Progress Balance: 0.00

Boca Raton,FL 33496 *Net WIP* 14,840.85

Engagement:

P Partner: 400 LEWIN **Std Amount** 0.00

Bill Manager 694 MESSURI **Adjustment** 0.00

YTD Billed 0.00

Billed

	January	February	March	April	May	June	July	August	September	October	November	December
PY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9960.90	0.00	0.00
CY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Date	*Employee*	*S/C*	*Service Description*	*Trx Description*	*Rate*	*Hours*	*Std Amt*	*Bill Amt*	*Std?*
3/9/2012	DEROSA/L	2348	ACCOUNTING WRITE-U	Restore and print JP Morgan year end statements	163.00	0.50	81.50		
5/24/2012	DEROSA/L	2348	ACCOUNTING WRITE-U	December W/U	163.00	1.50	244.50		
6/7/2012	DEROSA/L	2348	ACCOUNTING WRITE-U	December W/U	163.00	1.50	244.50		
6/12/2012	DEROSA/L	2348	ACCOUNTING WRITE-U	December W/U, e-mail to Diana regarding broker statements for the month of December for all entities.	163.00	2.20	358.60		
6/13/2012	DEROSA/L	2348	ACCOUNTING WRITE-U	December W/U	163.00	5.50	896.50		
6/14/2012	DEROSA/L	2348	ACCOUNTING WRITE-U	December W/U	163.00	7.00	1,141.00		
6/15/2012	DEROSA/L	2348	ACCOUNTING WRITE-U	December W/U, finish summary of cash activity for both accounts, start to tie-out year end numbers	163.00	4.20	684.60		
6/19/2012	DEROSA/L	2348	ACCOUNTING WRITE-U	Decembre W/U	163.00	1.10	179.30		
7/27/2012	DEROSA/L	2348	ACCOUNTING WRITE-U	December W/U	166.00	1.50	249.00		
7/31/2012	DEROSA/L	2348	ACCOUNTING WRITE-U	December W/U; phone call w/Diana regarding accounts w/JP Morgan	166.00	4.50	747.00		
8/2/2012	DEROSA/L	2348	ACCOUNTING WRITE-U	December W/U	166.00	2.00	332.00		
8/3/2012	DEROSA/L	2348	ACCOUNTING WRITE-U	December W/U	166.00	1.00	166.00		
8/7/2012	DEROSA/L	2348	ACCOUNTING WRITE-U	December W/U, prepare list of open items regarding deposits and withdrawals, e-mail to Diana with list.	166.00	6.50	1,079.00		
8/10/2012	DEROSA/L	2348	ACCOUNTING WRITE-U	w/Diana going over receipts and disbursements	166.00	0.80	132.80		
8/13/2012	DEROSA/L	2348	ACCOUNTING WRITE-U	December W/U, reconcile contributions and distributions	166.00	2.50	415.00		
8/20/2012	DEROSA/L	2348	ACCOUNTING WRITE-U	Add additional information to Trial Balance	166.00	4.50	747.00		
8/21/2012	DEROSA/L	2348	ACCOUNTING WRITE-U	December W/U & tax preparation	166.00	3.40	564.40		
8/23/2012	DEROSA/L	2348	ACCOUNTING WRITE-U	Going over trial balance, broker statements and k-1's for year end	166.00	2.50	415.00		
8/25/2012	DEROSA/L	2348	ACCOUNTING WRITE-U	Changes to trial balance, discuss w/Anthony	166.00	2.00	332.00		

CBIZ GOLDSTEIN LEWIN

Manager Billing Worksheet by Engagement

Cutoff Date: 9/30/2012

4002518.0 Bernstein Family Investments, LLLP Engagement Fee: $99,999.99

8/28/2012 DEROSA/L	2348	ACCOUNTING WRITE-U	Year end Write-up, check into how to show the K-1 for Shirley's Trust, discuss w/Anthony the necessity to set up a new trust based on the terms or the initial trust for Shirley..	166.00	4.50	747.00	
9/6/2012 DEROSA/L	2348	ACCOUNTING WRITE-U	Additional changes to workpapers	166.00	1.00	166.00	
9/7/2012 DEROSA/L	2348	ACCOUNTING WRITE-U	Make changes to Partner's information	166.00	0.50	83.00	
9/13/2012 DEROSA/L	2348	ACCOUNTING WRITE-U	Check in workpaper files for 2010 to locate market value and cost for closest period to Shirley's death	166.00	1.00	166.00	
9/15/2012 DEROSA/L	2348	ACCOUNTING WRITE-U	W/Anthony to call attorney regarding signature for all returns to be mailed	166.00	0.50	83.00	
7/30/2012 DEROSA/L	2396	OTHER	Scheduling	166.00	0.10	16.60	
			Subcat. Total: WU		62.30	10,271.30	
			Cat. Total: ACCT		62.30	10,271.30	
10/25/2011 MESSURI	01198	ADMINISTRATIVE		199.00	0.30	59.70	
			Subcat. Total: OTH		0.30	59.70	
			Cat. Total: OTH		0.30	59.70	
8/23/2012 MESSURI	1230	TAX PREPARATION	review tb & return for difference as prepared by staff.	222.00	2.30	510.60	
			Subcat. Total: 1040		2.30	510.60	
9/7/2012 MESSURI	1996	OTHER	Prepare SS4 apply on line for EIN to file return for Shirleys trust	222.00	1.00	222.00	
			Subcat. Total: 1041		1.00	222.00	
9/4/2012 MESSURI	1303	TELEPHONE	Telepehone call to atty regarding shirley's Trust.	222.00	0.40	88.80	
9/6/2012 MESSURI	1303	TELEPHONE	Telephone call with atty re shirley's trust. Discuss with Marc L	222.00	0.40	88.80	
9/20/2012 MESSURI	1303	TELEPHONE	Telephone call with Jerry and atty Robert spallina	222.00	0.80	177.60	
8/27/2012 RAINES	1306	SUPERVISION/REVIEW	review return and prepreview notes	391.00	1.60	625.60	
9/10/2012 RAINES	1306	SUPERVISION/REVIEW	close out review notes and send to assembly	391.00	0.20	78.20	
9/24/2012 LEWIN	1306	SUPERVISION/REVIEW		376.00	0.20	75.20	
8/20/2012 DEROSA/L	1330	TAX PREPARATION	Start to prepare Tax Return, problems w/ACE adjustment	176.00	4.50	792.00	
8/22/2012 DEROSA/L	1330	TAX PREPARATION	Check tax return against trial balance to locate difference	176.00	3.00	528.00	
8/25/2012 DEROSA/L	1330	TAX PREPARATION	Finish tax return, put in for review	176.00	1.80	316.80	
8/28/2012 MESSURI	1330	TAX PREPARATION	review with Linda to determine how to handle Shirley's trust pursuant to the trust Docs since she passed away in 2010.	222.00	0.50	111.00	
9/7/2012 DEROSA/L	1330	TAX PREPARATION	Make changes to trial balance and Partner's interest, clear review points, reprocess returns	176.00	2.50	440.00	
9/13/2012 DEROSA/L	1330	TAX PREPARATION	Make changes to return, reprocess return	176.00	1.00	176.00	

CBIZ GOLDSTEIN LEWIN

Manager Billing Worksheet by Engagement

Cutoff Date: 9/30/2012

4002518.0 Bernstein Family Investments, LLLP Engagement Fee: $99,999.99

4/13/2012 HERODEK	1345	EXTENSIONS	File extension	105.00	0.40	42.00	
9/10/2012 MESSURI	1354	ACCOUNTING SERVICE	w/ps	212.00	0.30	63.60	
9/24/2012 MESSURI	1354	ACCOUNTING SERVICE	telephone call with R Spallina	212.00	0.20	42.40	
9/10/2012 PERGAMENT	1397	COPY/ASSEMBLE		82.00	0.30	24.60	
9/11/2012 PERGAMENT	13E2	PROSYSTEMS		0.00	0.00	106.65	
			Subcat. Total: 1065		18.10	3,777.25	
			Cat. Total: TAX		21.40	4,509.85	
			4002518.0 *Totals:*	176.68	84.00	14,840.85	
			Total Outstanding Progress Balance:			0.00	
			Net Work In Process:			14840.85	

	0 to 30	31 to 60	61 to 90	91 to 120	121 to 180	Over 180	Total
HRS	10.30	43.40	6.10	21.50	1.90	0.80	84.00
WIP	2081.85	7814.20	1012.60	3504.50	286.50	141.20	14840.85
AR	0.00	0.00	0.00	0.00	0.00	1634.35	1634.35

Last Payment 9/18/2012 -3500.00 *YTD Receipts* -3,500.00 *YTD Adjustments* -10,490.00

Billing Code	Amount	Billing Code	Amount
Regular Bill:	14,840.85	Write Up:	
Progress Bill:		Carry Over:	
Apply Progress Bill:		Transfer*	
Write Down:		To:	
To Employee:		From:	
To Firm:			
Partner Initials			

*Should client be made a non-billable client? ☐ Yes ☐ No

SIMON L BERNSTEIN TRUST AGREEMENT
ROBERT L SPALLINA AND
DONALD R TESCHER TRUSTEES
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FL 33431

63-8413 / 2670 5494 102

DATE 12/18/12

PAY TO THE ORDER OF CBIZ MHM LLC $ 595.05

five hundred ninety five & 05/100 DOLLARS

J.P.Morgan
Founded 1799
JPMorgan Chase Bank, N.A.
Palm Beach, Florida

MEMO Inv# 101049

⑈267084136⑈ 4780180831⑈0102

SHIRLEY BERNSTEIN TRUST AGREEMENT
TED BERNSTEIN, TRUSTEE
880 BERKELEY STREET
BOCA RATON, FL 33487

63-8413 / 2670 18978 117

DATE 12/18/2012

PAY TO THE ORDER OF CBIZ $ 595.05

Five Hundred Ninety Five and 05/100 DOLLARS

J.P.Morgan
Founded 1799
JPMorgan Chase Bank, N.A.
Palm Beach, Florida

Inv# 101049

MEMO Bernstein Holdings

⑈267084136⑈ 4780181171⑈0117

CBIZ Goldstein Lewin

Bernstein Holdings, LLC
c/o Tescher & Spallina, P.A.
Attn: Robert Spallina
4855 Technology Way, Suite 720
Boca Raton, FL 33431

Invoice No. 101049
Date 10/18/2012
Client No. 4002519.0
Total Amount Due $ 1,320.10

TO INSURE PROPER CREDIT, PLEASE WRITE INVOICE NUMBER ON CHECK
AND DETACH THIS STUB AND RETURN WITH YOUR PAYMENT

Professional Services Rendered Through September 30, 2012

Write up of cash receipts, cash disbursements, posting of general ledger and preparation of adjusting journal entries for the period ended December 31, 2011.

Preparation of bank reconciliation.

Accumulation of information and preparation of Federal Partnership Income Tax Returns for the calendar year ended December 31, 2011. $ 1,190.10

Invoice Total 1,190.10

Optional prepaid audit and notice correspondence fee covering 2011 Business Year End Tax Return(s). 130.00

$ 1,320.10

0 - 30	31 - 60	61 - 90	91 - 120	Over 120	Balance
1,320.10	0.00	0.00	0.00	0.00	1,320.10

Invoice Due Upon Receipt
Payments Received Are Posted Through Above Invoice Date

Client Name: Bernstein Holdings, LLC
Invoice No.: 101049

Client No: 4002519
Invoice Date: 10/18/2012

Make check payable to: CBIZ MHM LLC (Boca GL)
Remit payment to: PO Box 953152, St. Louis, MO 63195-3152
Ph: 561.994.5050 ▫ F: 561.241.0071 ▫ www.cbizgl.com

A finance charge of 1.5% per month will be added to any unpaid balance over 60 days from invoice date.

SIMON L BERNSTEIN TRUST AGREEMENT
ROBERT L SPALLINA AND
DONALD R TESCHER TRUSTEES
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FL 33431

63-8413/2670 5494 103

DATE 12/18/12

PAY TO THE ORDER OF CBIZ MHM LLC $ 500.00

five hundred & NO/100 DOLLARS

Security Features Included. Details on Back.

J.P.Morgan
Founded 1799
JPMorgan Chase Bank, N.A.
Palm Beach, Florida

MEMO INV# 101057

⑆267084131⑆ 4780180831 0103

CBIZ Goldstein Lewin

Jill Iantoni Family Trust
c/o Tescher & Spallina, P.A.
Attn: Robert Spallina
4855 Technology Way, Suite 720
Boca Raton, FL 33431

Invoice No. 101057
Date 10/19/2012
Client No. 4002522.0
Total Amount Due $ 540.00

TO INSURE PROPER CREDIT, PLEASE WRITE INVOICE NUMBER ON CHECK
AND DETACH THIS STUB AND RETURN WITH YOUR PAYMENT

Professional Services Rendered Through September 30, 2012

Accumulation and analysis of information and preparation of U.S. Fiduciary Tax Return (Form 1041) for 2011.	$ 500.00
Invoice Total	500.00
Optional prepaid audit and notice correspondence fee covering 2011 Fiduciary Income Tax Return(s).	40.00
	$ 540.00

0 - 30	31- 60	61 - 90	91 - 120	Over 120	Balance
540.00	0.00	0.00	0.00	0.00	540.00

Invoice Due Upon Receipt
Payments Received Are Posted Through Above Invoice Date

Client Name: Jill Iantoni Family Trust
Invoice No.: 101057

Client No: 4002522
Invoice Date: 10/19/2012

Make check payable to: CBIZ MHM LLC (Boca GL)
Remit payment to: PO Box 953152, St. Louis, MO 63195-3152
Ph: 561.994.5050 ▪ F: 561.241.0071 ▪ www.cbizgl.com

A finance charge of 1.5% per month will be added to any unpaid balance over 60 days from invoice date.

SIMON L BERNSTEIN TRUST AGREEMENT
ROBERT L SPALLINA AND
DONALD R TESCHER TRUSTEES
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FL 33431

63-8413/2670 5494 104

DATE 12/18/12

PAY TO THE ORDER OF CBIZ MHM LLC $ 500.00

five hundred & NO/100 DOLLARS

J.P.Morgan
Founded 1799
JPMorgan Chase Bank, N.A.
Palm Beach, Florida

MEMO Inv# 101055

⑈267084131⑈ 4780180831⑈0104

CBIZ Goldstein Lewin

Eliot Bernstein Family Trust
c/o Tescher & Spallina, P.A.
Attn: Robert Spallina
4855 Technology Way, Suite 720
Boca Raton, FL 33431

Invoice No. 101055
Date 10/19/2012
Client No. 4002521.0
Total Amount Due $ 540.00

TO INSURE PROPER CREDIT, PLEASE WRITE INVOICE NUMBER ON CHECK
AND DETACH THIS STUB AND RETURN WITH YOUR PAYMENT

Professional Services Rendered Through September 30, 2012

Accumulation and analysis of information and preparation of U.S. Fiduciary Tax Return (Form 1041) for 2011.	$ 500.00
Invoice Total	500.00
Optional prepaid audit and notice correspondence fee covering 2011 Fiduciary Income Tax Return(s).	40.00
	$ 540.00

0 - 30	31- 60	61 - 90	91 - 120	Over 120	Balance
540.00	0.00	0.00	0.00	0.00	540.00

Invoice Due Upon Receipt
Payments Received Are Posted Through Above Invoice Date

Client Name: Eliot Bernstein Family Trust
Invoice No.: 101055

Client No: 4002521
Invoice Date: 10/19/2012

Make check payable to: CBIZ MHM LLC (Boca GL)
Remit payment to: PO Box 953152, St. Louis, MO 63195-3152
Ph: 561.994.5050 ▪ F: 561.241.0071 ▪ www.cbizgl.com

A finance charge of 1.5% per month will be added to any unpaid balance over 60 days from invoice date.

SIMON L BERNSTEIN TRUST AGREEMENT
ROBERT L SPALLINA AND
DONALD R TESCHER TRUSTEES
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FL 33431

63-8413/2670 5494

105

DATE 12/18/12

PAY TO THE ORDER OF CBIZ MHM LLC $ 500.00

five hundred & NO/100 DOLLARS

Security Features Included. Details on Back.

J.P.Morgan
Founded 1799
JPMorgan Chase Bank, N.A.
Palm Beach, Florida

MEMO Inv# 101054

MP

⑆267084131⑆ 478018083⑈0105

CBIZ Goldstein Lewin

Lisa S. Friedstein Family Trust
c/o Tescher & Spallina, P.A.
Attn: Robert Spallina
4855 Technology Way, Suite 720
Boca Raton, FL 33431

Invoice No. 101054
Date 10/19/2012
Client No. 4002520.0
Total Amount Due $ 540.00

TO INSURE PROPER CREDIT, PLEASE WRITE INVOICE NUMBER ON CHECK
AND DETACH THIS STUB AND RETURN WITH YOUR PAYMENT

Professional Services Rendered Through September 30, 2012

Accumulation and analysis of information and preparation of U.S. Fiduciary Tax Return (Form 1041) for 2011.	$ 500.00
Invoice Total	500.00
Optional prepaid audit and notice correspondence fee covering 2011 Fiduciary Income Tax Return(s).	40.00
	$ 540.00

0 - 30	31- 60	61 - 90	91 - 120	Over 120	Balance
540.00	0.00	0.00	0.00	0.00	540.00

Invoice Due Upon Receipt
Payments Received Are Posted Through Above Invoice Date

Client Name: Lisa S. Friedstein Family Trust
Invoice No.: 101054

Client No: 4002520
Invoice Date: 10/19/2012

Make check payable to: CBIZ MHM LLC (Boca GL)
Remit payment to: PO Box 953152, St. Louis, MO 63195-3152
Ph: 561.994.5050 □ F: 561.241.0071 □ www.cbizgl.com

A finance charge of 1.5% per month will be added to any unpaid balance over 60 days from invoice date.

Robert Spallina

From: Ted Bernstein [tbernstein@lifeinsuranceconcepts.com]
Sent: Thursday, December 06, 2012 3:11 PM
To: Robert Spallina
Subject: FW: Life Insurance - agreement

Robert > FYI...

From: Eliot Ivan Bernstein [mailto:iviewit@gmail.com]
Sent: Thursday, December 06, 2012 2:57 PM
To: Ted Bernstein; 'Pam Simon'; 'Jill Iantoni'
Cc: lisa.friedstein@gmail.com; iviewit@iviewit.tv
Subject: RE: Life Insurance - agreement

Thanks Ted, I and my counsel have his address and phone and stuff but he is refusing to talk to my and my children's attorneys who have already contacted him for information. Since I and the children are represented by counsel at this point he will need to deal with them regarding all these matters so I am not sure how anything can transpire while he refuses to release documents or meet with counsel, as I mentioned he told them already that he did not know me or my children first and then scheduled a meeting and cancelled and refuses to reschedule. Not sure what is up but I would be careful as Executor of any transactions that have not first gone through our counsel in any regard to any assets, etc. until these things are resolved. Let me know. eb

Robert Spallina

From: Eliot Ivan Bernstein [iviewit@gmail.com]
Sent: Thursday, December 06, 2012 6:03 PM
To: 'Ted Bernstein'; 'Pam Simon'; 'Jill Iantoni'
Cc: lisa.friedstein@gmail.com; iviewit@iviewit.tv; Robert Spallina
Subject: RE: Life Insurance - agreement

Ted, as you know I have none of the documents, policies, trusts, etc. regarding the life policy(ies) in question. My attorneys have requested Robert to send them the documents, all of them relevant to me and my children, including the policies and trust agreements they were in etc. and it is in their hands at this point. I am waiting to hear from them but this may take several weeks or more based on Robert's refusal to talk with counsel and then some time to get our hands around the documents that we are still waiting for Robert to send since May 2011 meeting and on. Also, being a trustee of the kids trusts I would not want to make any decisions while they are represented by counsel that could interfere, as receiving the benefit directly would put me in conflict of interest with their estates as trustee I believe, again, why I hired counsel and think you should too and with fiduciary liabilities as one of the three executors of the estate you may even have another level of conflict that you should probably check with counsel regarding. Thanks, Eliot

---

From: Ted Bernstein [mailto:tbernstein@lifeinsuranceconcepts.com]
Sent: Thursday, December 06, 2012 5:50 PM
To: 'Eliot Ivan Bernstein'; 'Pam Simon'; 'Jill Iantoni'
Cc: lisa.friedstein@gmail.com; iviewit@iviewit.tv
Subject: RE: Life Insurance - agreement

Hi Eliot > probably the best thing to do is to forward the document to the counsel you retained, if you have not done so already. This should be fairly simple and straightforward for them to review. Speak to you soon...

From: Eliot Ivan Bernstein [mailto:iviewit@gmail.com]
Sent: Thursday, December 06, 2012 2:57 PM
To: Ted Bernstein; 'Pam Simon'; 'Jill Iantoni'
Cc: lisa.friedstein@gmail.com; iviewit@iviewit.tv
Subject: RE: Life Insurance - agreement

Thanks Ted, I and my counsel have his address and phone and stuff but he is refusing to talk to my and my children's attorneys who have already contacted him for information. Since I and the children are represented by counsel at this point he will need to deal with them regarding all these matters so I am not sure how anything can transpire while he refuses to release documents or meet with counsel, as I mentioned he told them already that he did not know me or my children first and then scheduled a meeting and cancelled and refuses to reschedule. Not sure what is up but I would be careful as Executor of any transactions that have not first gone through our counsel in any regard to any assets, etc. until these things are resolved. Let me know. eb

From: Ted Bernstein [mailto:tbernstein@lifeinsuranceconcepts.com]
Sent: Thursday, December 06, 2012 1:38 PM
To: 'Pam Simon'; Jill Iantoni
Cc: lisa.friedstein@gmail.com; iviewit@gmail.com; iviewit@iviewit.tv
Subject: RE: Life Insurance - agreement

Hi > his address is:

TESCHER & SPALLINA, P.A.
Boca Village
Corporate Center I
4855 Technology Way
Suite 720
Boca Raton, Florida 33431

From: Pam Simon [mailto:psimon@stpcorp.com]
Sent: Thursday, December 06, 2012 10:52 AM
To: Jill Iantoni
Cc: Ted Bernstein; lisa.friedstein@gmail.com; iviewit@gmail.com; iviewit@iviewit.tv
Subject: Re: Life Insurance - agreement

Thanks theo - will email u signed one today and fed x spallina - do u have his address?

On Dec 6, 2012, at 10:00 AM, "Jill Iantoni" <jilliantoni@gmail.com> wrote:

> Great. Thanks Ted for handling this!!
>
> Jill
>
> On Thu, Dec 6, 2012 at 8:58 AM, Ted Bernstein <tbernstein@lifeinsuranceconcepts.com> wrote:
>
> Hello,
>
> Good news; the Heritage Union Life Insurance company is ready to make payment on the policy that insured Dad. There was an exhaustive search for the original trust document from 1995, which is the beneficiary of the policy owned by Dad. Since we have not been able to locate it, the attached agreement will permit the insurance company to make payment to a Trust account that will then distribute the proceeds in equal parts to the 5 of us. Robert Spallina recommended that I distribute this document so it can be reviewed by each of you, signed and then it can be submitted to the carrier. Please sign the document where applicable. Then email to me the signature page and Fedex the original to Robert Spallina's office. Once we have all signatures, the carrier should release proceeds quickly.

TESCHER & SPALLINA, P.A.
Boca Village
Corporate Center I
4855 Technology Way
Suite 720
Boca Raton, Florida 33431

Call me with any questions.

Ted

. . . . . .

<image001.jpg>

Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, FL 33487
Tel: 561.988.8984
Toll Free: 866.395.8984
Fax: 561.988.0833
Email: Tbernstein@lifeInsuranceConcepts.com

www.LifeInsuranceConcepts.com

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Robert Spallina

From: Craig, Janet [Janet.Craig@opco.com]
Sent: Friday, December 07, 2012 11:45 AM
To: 'Diana Banks'
Cc: Robert Spallina; Sigalos, Janet
Subject: Bernstein Grandchildren Fiduciary Tax Returns

Diana,

Earlier this year I requested a copy of the K-1 for LIC Holdings. I have not yet received it.

We filed the fiduciary tax returns prior to the extension deadline expiring, but we will need to file amended returns once we receive the K-1.

Robert,

Is there any way we can get the assets re-registered to the trusts so the K-1 is mailed to us directly?

Thank you both for your assistance.

Janet Craig, CTFA
Senior Vice President & Compliance Officer
Oppenheimer Trust Company
18 Columbia Turnpike
Florham Park, NJ 07932
Tel: 973-245-4635
Fax: 973-245-4699
Email: Janet.Craig@opco.com

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Robert Spallina

From: Robert Spallina
Sent: Thursday, November 15, 2012 8:13 AM
To: lisa friedstein
Subject: Re: trust document and disbursements

I don't share your concern as everyone will be signing a release as is typical when a distribution is made.

Sent from my iPhone

On Nov 15, 2012, at 8:10 AM, "lisa friedstein" <lisa@friedsteins.com> wrote:

> Robert... jeff and I never heard from you about this...could you please respond...thanks...lisa and jeff
>
> ---------- Forwarded message ----------
> From: "lisa friedstein" <lisa@friedsteins.com>
> Date: Oct 23, 2012 8:36 PM
> Subject: Re: trust document and disbursements
> To: <rspallina@tescherspallina.com>
>
> Robert,
> We do not know what the 1995 trust says but are concerned about repercussions to us and the trustee if the insurance policy is distributed equally among the children and eventually the trust is found and it states the policy should be split among 4 of the 5 children or something similar. What are your thoughts
>
> Thank you
> Lisa

Robert Spallina

From: Robert Spallina
Sent: Tuesday, November 13, 2012 10:16 AM
To: 'Pam Simon'
Cc: Bernstein Ted; Kimberly Moran
Subject: RE: Update

No need for a status call. We will follow-up on the claims later this week and report back

-----Original Message-----
From: Pam Simon [mailto:pambsimon@icloud.com]
Sent: Monday, November 12, 2012 9:05 PM
To: Robert Spallina
Cc: Bernstein Ted
Subject: Re: Update

hi robert - should we do a quick status call ? how is the insurance claim going? do you want our claims personnel to follow up? thanks pam

On Oct 19, 2012, at 5:32 AM, Pam Simon <pambsimon@me.com> wrote:

> Hi Robert - I have the ss4 on the 1995 irrevocable trust so we should be able to take care of getting the payment. If you already have the death claim package from the carrier can you overnight it to me and we will take care of the payout? If you don't have the package, can you send me an original death certificate and I will request it from the carrier?
> Also, we would like to do a family status call Tuesday at 11 am
> chicago time. Pls let us know if that works for you? Have a nice
> weekend - Pam Simon
>
> Thanks
> Pam
>
> On Oct 15, 2012, at 10:12 AM, Robert Spallina <rspallina@tescherspallina.com> wrote:
>
>> Call me now
>>
>> -----Original Message-----
>> From: Pam Simon [mailto:pambsimon@me.com]
>> Sent: Monday, October 15, 2012 11:11 AM
>> To: Robert Spallina
>> Subject: Re: Call 10/ 16/12 Tuesday 3:30 pm Chicago time
>>
>> I have some on the trust - should only be a few minutes
>>
>> On Oct 15, 2012, at 8:36 AM, Robert Spallina
>> <rspallina@tescherspallina.com> wrote:
>>
>>> There are no updates at this time
>>>
>>> Sent from my iPhone
>>>
>>> On Oct 15, 2012, at 8:40 AM, "Pam Simon" <pambsimon@me.com> wrote:
>>>
>>>> Hi all - do you have time for status?

Robert Spallina

From: Pam Simon [pambsimon@me.com]
Sent: Tuesday, October 30, 2012 1:15 PM
To: Robert Spallina
Cc: Bernstein Ted
Subject: Re: Simon Bernstein SS-4

No but we process death claims as part of our business. Thx

On Oct 30, 2012, at 6:50 AM, Robert Spallina <rspallina@tescherspallina.com> wrote:

> Are you speaking to the carrier?
>
> Sent from my iPhone
>
> On Oct 29, 2012, at 9:00 PM, "Pam Simon" <pambsimon@me.com> wrote:
>
> > They said a few more weeks as of today - however the carrier doesn't care Thx
> >
> > On Oct 29, 2012, at 3:33 PM, Robert Spallina <rspallina@tescherspallina.com> wrote:
> >
> > > The death certificates we have say pending investigation as to cause of death. Has this been cleared up?
> > >
> > > **From:** Pam Simon [mailto:pambsimon@me.com]
> > > **Sent:** Monday, October 29, 2012 9:57 AM
> > > **To:** Robert Spallina; Bernstein Ted
> > > **Subject:** Re: Simon Bernstein SS-4
> > >
> > > Was the insurance claim filed yet? Do you need an original death certificate?
> > >
> > > On Oct 28, 2012, at 6:40 AM, Pam Simon <psimon@stpcorp.com> wrote:
> > >
> > > > Begin forwarded message:
> > > >
> > > > **From:** "Pam Simon" <psimon@stpcorp.com>
> > > > **Date:** October 24, 2012, 2:58:46 PM CDT
> > > > **To:** "Robert L. Spallina" <rspallina@tescherspallina.com>
> > > > **Cc:** "Ted Bernstein" <TBernstein@lifeinsuranceconcepts.

com>
Subject: Simon Bernstein SS-4

Dear Mr. Spallina,

Here is the SS-4 on the Simon Bernstein Irrevocable Insurance Trust dated 1995. The # is 65-6178916. I understand you have spoken with the Carrier and the proceeds are being paid out to the beneficiary as the Simon Bernstein Irrevocable Insurance Trust which I believe Ted Bernstein is getting the wire transfer instructions for the Carrier to send the proceeds to, as Trustee.

Thanks so much,

Pamela B. Simon

Pam Simon
STP Enterprises, Inc.
"A.L.P.S.™ (A.L.P.S.™ = Arbitrage Life Payment System)
The nation's only client-driven life insurance payment plan"
303 East Wacker Drive, Suite 210
Chicago, IL 60601
Direct: (312) 819-7474, ext. 414
Fax: (312) 819-0773
E-mail: psimon@stpcorp.com
www.stpcorp.com
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be transmitted via the Internet, as there can be no assurance of actual or timely delivery, receipt and/or confidentiality.

<DOC.PDF>

Robert Spallina

From: Pam Simon [pambsimon@me.com]
Sent: Monday, October 29, 2012 9:00 PM
To: Robert Spallina
Cc: Bernstein Ted
Subject: Re: Simon Bernstein SS-4

They said a few more weeks as of today - however the carrier doesn't care Thx

On Oct 29, 2012, at 3:33 PM, Robert Spallina <rspallina@tescherspallina.com> wrote:

> The death certificates we have say pending investigation as to cause of death. Has this been cleared up?
>
> ---
>
> **From:** Pam Simon [mailto:pambsimon@me.com]
> **Sent:** Monday, October 29, 2012 9:57 AM
> **To:** Robert Spallina; Bernstein Ted
> **Subject:** Re: Simon Bernstein SS-4
>
> Was the insurance claim filed yet? Do you need an original death certificate?
>
> On Oct 28, 2012, at 6:40 AM, Pam Simon <psimon@stpcorp.com> wrote:
>
> Begin forwarded message:
>
> **From:** "Pam Simon" <psimon@stpcorp.com>
> **Date:** October 24, 2012, 2:58:46 PM CDT
> **To:** "Robert L. Spallina" <rspallina@tescherspallina.com>
> **Cc:** "Ted Bernstein" <TBernstein@lifeinsuranceconcepts.com>
> **Subject: Simon Bernstein SS-4**
>
> Dear Mr. Spallina,
>
> Here is the SS-4 on the Simon Bernstein Irrevocable Insurance Trust dated 1995. The # is 65-6178916. I understand you have spoken with the Carrier and the proceeds are being paid out to the beneficiary as the Simon Bernstein Irrevocable Insurance Trust which I believe Ted Bernstein is getting the wire transfer instructions for the Carrier to send the proceeds to, as Trustee.
>
> Thanks so much,
>
> Pamela B. Simon
>
> ***Pam Simon***
> **STP Enterprises, Inc.**
> **"A.L.P.S.™ (A.L.P.S.™ = Arbitrage Life Payment System)**
> The nation's only client-driven life insurance payment plan"

303 East Wacker Drive, Suite 210
Chicago, IL 60601
Direct: (312) 819-7474, ext. 414
Fax: (312) 819-0773
E-mail: psimon@stpcorp.com
www.stpcorp.com
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IN THE CIRCUIT COURT OF THE FIFTEENTH
JUDICIAL CIRCUIT OF FLORIDA, IN AND FOR
PALM BEACH COUNTY, FLORIDA

CASE NO. 502012CA013933XXXXMB

WILLIAM E. STANSBURY,

Plaintiff,

v.

TED S. BERSTEIN;
SIMON BERNSTEIN;
LIC HOLDINGS, INC.; and
ARBITRAGE INTERNATIONAL
MANAGEMENT, L.L.C., f/k/a
ARBITRAGE INTERNATIONAL
HOLDINGS, L.L.C.

Defendants.
_____/

Division: AA-Kelley

MOTION FOR SUBSTITUTION OF PARTY

Plaintiff, WILLIAM E. STANSBURY ("Plaintiff"), by and through his undersigned counsel and pursuant to Rule 1.260(a) of the Florida Rules of Civil Procedure, hereby moves this Court for entry of an Order substituting the personal representative of the ESTATE OF SIMON BERNSTEIN (the "Estate") in place of SIMON BERNSTEIN (the "Decedent") as a party to this action, and in support thereof state as follows:

1. On or about July 30, 2012, Plaintiff filed the Complaint that initiated this action against the defendants named therein, including the Decedent.

2. The Decedent died on September 13, 2012. A Suggest of Death statement was served by Defendants in this action on or about September 19, 2012. The personal representative

of the Estate is now the proper party to this action, and the Decedent is no longer a proper party to this action.

WHEREFORE, Plaintiff, WILLIAM E. STANSBURY, respectfully requests (i) that this Court substitute the personal representative of the ESTATE OF SIMON BERNSTEIN in place of the Decedent as a party to this action, and (ii) such further relief as the Court deems just and equitable.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the above and foregoing has been forwarded via e-mail at swergoldj@gtlaw.com; arnsdorffk@gtlaw.com; steffesj@gtlaw.com; and FLService@gtlaw.com to Jon Swergold, Esq., Greenberg Traurig, P.A., 401 East Las Olas Blvd., Suite 2000, Fort Lauderdale, FL 33301 and at kdstern@gmail.com to Plaintiff's co-counsel, Kenneth D. Stern, P.A., 3615 W. Boynton Beach Blvd., Boynton Beach, FL 33436, this 5th day of November, 2012.

PETER M. FEAMAN, P.A.
3615 W. Boynton Beach Blvd.
Boynton Beach, FL 33436
Tel: 561-734-5552
Fax: 561-734-5554
pfeaman@feamanlaw.com

By: */s/ Peter M. Feaman*
Peter M. Feaman
Florida Bar No.: 0260347

FPL
POWERING TODAY.
EMPOWERING TOMORROW.

November 1, 2012

ROBERT L SPALLINA
2600 WHIPERING OAKS LN
DELRAY BEACH, FL 33445

Re: Electric Service for: BERNSTEIN, SIMON
Estate Case Number: CP-12-004391
Bill Account No: 1125914323

At FPL we strive to keep billing and records up-to-date and accurate. We recently received information indicating you are the personal representative handling the estate of SIMON BERNSTEIN, Case Number CP-12-004391, Palm Beach County Florida. Please take a moment to complete the form below and indicate how you wish to handle the electric service account. Thank you for your prompt assistance.
Sincerely,

Customer Care

FPL Bill Account Number: 1125914323
Please complete and return entire letter to: FPL P.O. Box 025576 Miami, FL 33105-5576

CHOOSE ONE:

✓ Change the name on the referenced account to: Estate of Simon L. Bernstein SSN# 30-6329442
Relationship to the Deceased: estate

(Note: If you chose this option FPL will not charge an initial service charge, no billing interruption will occur and the bill account number will remain the same)

Send bills to: 7020 Lions Head Lane
Boca Raton FL 33496

OR:

_____ Close the account effective _____
(Note: Note: At least one business day advance notice is needed)

Send final bill to: _____
_____

If you know the party needing service at this address, please ask them to apply for service by contacting FPL at 1-800-226-3545.

Authorized by: _____
Telephone # _____

RE: FPL Acct No: 1125914323
Rep: ROBERT L SPALLINA
2600 WHIPERING OAKS LN
DELRAY BEACH, FL 33445

FPL
POWERING TODAY.
EMPOWERING TOMORROW.

November 1, 2012

ROBERT L SPALLINA
2600 WHIPERING OAKS LN
DELRAY BEACH, FL 33445

Re: Electric Service for: BERNSTEIN, SIMON
Estate Case Number: CP-12-004391
Bill Account No: 6696986220

At FPL we strive to keep billing and records up-to-date and accurate. We recently received information indicating you are the personal representative handling the estate of SIMON BERNSTEIN, Case Number CP-12-004391, Palm Beach County Florida. Please take a moment to complete the form below and indicate how you wish to handle the electric service account. Thank you for your prompt assistance.
Sincerely,

Customer Care

FPL Bill Account Number: 6696986220
Please complete and return entire letter to: FPL P.O. Box 025576 Miami, FL 33105-5576

CHOOSE ONE:

✓ Change the name on the referenced account to: Estate of Simon L. Bernstein SSN# 30-6329442
Relationship to the Deceased: estate

(Note: If you chose this option FPL will not charge an initial service charge, no billing interruption will occur and the bill account number will remain the same)

Send bills to: 7020 Lions Head Lane
Boca Raton FL 33496

OR:

_____ Close the account effective _____

(Note: Note: At least one business day advance notice is needed)

Send final bill to: _____

_____

If you know the party needing service at this address, please ask them to apply for service by contacting FPL at 1-800-226-3545.

Authorized by: _____
Telephone # _____

RE: FPL Acct No: 6696986220
Rep: ROBERT L SPALLINA
2600 WHIPERING OAKS LN
DELRAY BEACH, FL 33445

TRIPP SCOTT
EXPERIENCE YOU CAN TRUST

Christine P. Yates
Direct Dial: 954.760.4916
Email: cty@trippscott.com

November 9, 2012

Via E-Mail and U.S. Mail
Robert L. Spallina, Esq.
Tescher & Spallina, P.A.
4855 Technology Way
Suite 720
Boca Raton, FL 33431

Re: **Estates of Shirley Bernstein and Simon Leon Bernstein**

Dear Mr. Spallina:

Our firm represents Mr. and Mrs. Bernstein, individually, as natural guardians of Joshua, Jacob, and Daniel Bernstein, and as Trustees of any trusts created for Joshua, Jacob and Daniel Bernstein by Simon and/or Shirley Bernstein. In order to assist us in this matter, please provide us with copies of the following:

1. Copies of all estate planning documents including all Wills and Trusts for Shirley Bernstein and Simon Leon Bernstein that our client was a beneficiary, whether qualified or contingent;
2. Copies of all estate planning documents including all Wills and Trusts that our client's children, Joshua, Jacob and/or Daniel, are named as beneficiary, whether qualified or contingent;
3. Copies of all documents executed in May and June 2012 regarding the Last Will and Testament of Shirley Bernstein;
4. Estate Accounting for Shirley Bernstein;
5. Estate Accounting for Simon Bernstein;
6. Trust Accountings for any Trusts that our client, his spouse, or his children are a beneficiary, whether qualified or contingent;
7. Copies of any claims filed in the Estate of Shirley Bernstein and Simon Bernstein;
8. Copy of the Inventory filed in the Estate of Shirley Bernstein;
9. Copy of the Inventory filed in the Estate of Simon Bernstein, or if none, please provide the approximate date you expect the Inventory will be prepared and filed with the Probate Court;
10. Allocation of the tangible personal property of Shirley and Simon Bernstein. Specifically, is the jewelry being divided among the ten grandchildren?;
11. Appraisals of tangible personal property, specifically the jewelry, artwork and collectibles;
12. All documents relating to the life insurance policies owned by Shirley and/or Simon, insuring Shirley and/or Simon's life, or for the benefit of Shirley and/or Simon Bernstein;
13. Please provide documentation concerning the allocation and division of all companies owned by Simon and/or Shirley at the time of their deaths and copies of any partnership,

110 Southeast Sixth Street, Fifteenth Floor • Fort Lauderdale, Florida 33301
Post Office Box 14245 • Fort Lauderdale, Florida 33302
Tel 954.525.7500 • Fax 954.761.8475 • www.trippscott.com

Fort Lauderdale • Tallahassee

operating, or stockholders agreements;

14. Please provide a status of the ongoing litigation involving Stanford;
15. Please provide a status of the Iliewit company stock. Were the issues with Gerald Lewin resolved?;
16. Please provide a status of the funding of Telenet Company and Candice's employment with Telenet; and
17. Please provide any information you have with regards to the college funds created by Simon or Shirley Bernstein for the benefit of Joshua, Jacob and/or Daniel.

Thank you for your attention to this matter. Should you have any questions, please feel free to contact my office.

Very truly yours,

Christine P. Yates
For the Firm

CPY/jcj
cc: Eliot Bernstein
Marc Garber

659917v2 995508.0001

Ronik Seecharan

3196 N. Federal Hwy.
Boca Raton, FL. 33431
561.395.3244
Fax: 561.392.3502

Send to: Robert Spallina	From: Carling
Attention:	Date: 10/31/12
Fax Number: 561-997-7308	Re: Eliot Bernstein (son of Simon Bernstein)

- ☐ Urgent
- ☐ Reply ASAP
- ☐ Please comment
- ☐ Please review
- ☐ For your information

Total pages, including cover: 5

Comments:

Hello,

The following is a bill for dental work for Eliot Bernstein. This is being submitted under Simon Bernstein's estate. If you have any questions or concerns, please call Carling at 561-395-3244. Thank you.

CONFIDENTIALITY NOTICE: This message and the document accompanying this transmission intended for the use of the person or entity to which it is addressed and may contain information that is privileged and confidential, the disclosure of which is governed by applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this information is **STRICTLY PROHIBITED**. If you have received this message in error, please notify the sender immediately and arrange for the return or destruction of these documents.

STATEMENT OF ACCOUNT

Dr.Ronik Seecharan
3196 N.Federal Highway
Boca Raton, FL 33431
(561) 392-5440

10-25-12
Acct#: 1589

Eliot Bernstein
27573 NW 34th St.
Boca Raton, FL 33434

DATE	PATIENT	CODE	DESCRIPTION		AMOUNT	AMOUNT DUE
PREVIOUS BALANCE						
10-20-08	Eliot	D6066	Implant Supported PFM Crown	3	1500.00	
10-20-08		D6060	Components/Abutment	3	500.00	
10-20-08		D6066	Implant Supported PFM Crown	4	1500.00	
10-20-08		D6060	Components/Abutment	4	500.00	
10-20-08		D6066	Implant Supported PFM Crown	5	1500.00	
10-20-08		D6060	Components/Abutment	5	500.00	
10-20-08		D6066	Implant Supported PFM Crown	6	1500.00	
10-20-08		D6060	Components/Abutment	6	500.00	
10-20-08		D6066	Implant Supported PFM Crown	7	1500.00	
10-20-08		D6066	Implant Supported PFM Crown	8	1500.00	
10-20-08		D6066	Implant Supported PFM Crown	9	1500.00	
10-20-08		D6066	Implant Supported PFM Crown	10	1500.00	
10-20-08		D6066	Implant Supported PFM Crown	11	1500.00	
10-20-08		D6060	Components/Abutment	11	500.00	
10-20-08		D6066	Implant Supported PFM Crown	12	1500.00	
10-20-08		D6060	Components/Abutment	12	500.00	
10-20-08		D6066	Implant Supported PFM Crown	13	1500.00	
10-20-08		D6060	Components/Abutment	13	500.00	
10-20-08		D6066	Implant Supported PFM Crown	14	1500.00	
10-20-08		D6060	Components/Abutment	14	500.00	
10-20-08		D6066	Implant Supported PFM Crown	19	1500.00	
10-20-08		D6060	Components/Abutment	19	500.00	
10-20-08		D6066	Implant Supported PFM Crown	20	1500.00	
10-20-08		D6060	Components/Abutment	20	500.00	
10-20-08		D6066	Implant Supported PFM Crown	21	1500.00	
10-20-08		D6060	Components/Abutment	21	500.00	
10-20-08		D6066	Implant Supported PFM Crown	22	1500.00	
10-20-08		D6060	Components/Abutment	22	500.00	
10-20-08		D6066	Implant Supported PFM Crown	23	1500.00	
10-20-08		D6066	Implant Supported PFM Crown	24	1500.00	
10-20-08		D6066	Implant Supported PFM Crown	25	1500.00	
10-20-08		D6066	Implant Supported PFM Crown	26	1500.00	
10-20-08		D6066	Implant Supported PFM Crown	27	1500.00	
10-20-08		D6060	Components/Abutment	27	500.00	
10-20-08		D6066	Implant Supported PFM Crown	28	1500.00	

18% Finance Charge 1.5% after 150 days, 18% APR, $9.00 Minimum

CURRENT	OVER 30	OVER 60	OVER 90	UNAPPLIED	TOTAL DUE

Thank you for your trust !

STATEMENT OF ACCOUNT

Dr.Ronik Seecharan
3196 N.Federal Highway
Boca Raton, FL 33431
(561) 392-5440

10-25-12
Acct#: 1589

Eliot Bernstein
27573 NW 34th St.
Boca Raton, FL 33434

DATE	PATIENT	CODE	DESCRIPTION		AMOUNT	AMOUNT DUE
10-20-08		D6060	Components/Abutment	28	500.00	
10-20-08		D6066	Implant Supported PFM Crown	29	1500.00	
10-20-08		D6060	Components/Abutment	29	500.00	
10-20-08		D6066	Implant Supported PFM Crown	30	1500.00	
10-20-08		D6060	Components/Abutment	30	500.00	
10-20-08		D6199	Diagnostic Stent		750.00	
10-20-08		D9940	Occlusal Guard By Report		500.00	
10-20-08		00005	Lab Fees		9000.00	
09-10-08		Payment	Applied from your $19800.00 personal check #1018		-9675.00	
10-23-08		Payment	Personal payment: Check# 310		-13581.25	
07-27-09		Payment	Personal payment: Check# 1032		-10000.00	
09-03-09		Payment	Personal payment: Check# 1033		-10000.00	
12-11-09		Payment	Personal payment: Check# 1038		-10000.00	993.75
09-28-09	Eliot	D9947	Electric Tooth Brush		150.00	150.00
01-20-10	Eliot	20010	Broken Appt.		100.00	100.00
09-09-10	Eliot	D1110	Adult Prophy		75.00	
09-09-10		D0120	Periodic Oral Eval		25.00	100.00
CURRENT ACTIVITY						
01-13-10	Eliot	06930	Repair Temps		150.00	150.00
02-10-11	Eliot	06930	Repair Temps		150.00	150.00
03-01-11	Eliot	06930	Repair Temps		150.00	150.00
04-11-11	Eliot	06930	Repair Temps		150.00	150.00
04-18-11	Eliot	06930	Repair Temps		150.00	150.00
05-03-11	Eliot	06930	Repair Temps		150.00	150.00
05-18-11	Eliot	06930	Repair Temps		150.00	150.00

18% Finance Charge 1.5% after 150 days, 18% APR, $9.00 Minimum

CURRENT	OVER 30	OVER 60	OVER 90	UNAPPLIED	TOTAL DUE

Thank you for your trust !

STATEMENT OF ACCOUNT

Dr.Ronik Seecharan
3196 N.Federal Highway
Boca Raton, FL 33431
(561) 392-5440

10-25-12
Acct#: 1589

Eliot Bernstein
27573 NW 34th St.
Boca Raton, FL 33434

DATE	PATIENT	CODE	DESCRIPTION	AMOUNT	AMOUNT DUE
06-20-11	Eliot	06930	Repair Temps	150.00	150.00
07-21-11	Eliot	06930	Repair Temps	150.00	150.00
08-08-11	Eliot	06930	Repair Temps	150.00	150.00
08-17-11	Eliot	06930	Repair Temps	150.00	150.00
08-23-11	Eliot	06930	Repair Temps	150.00	150.00
08-31-11	Eliot	06930	Repair Temps	150.00	150.00
09-08-11	Eliot	06930	Repair Temps	150.00	150.00
09-22-11	Eliot	06930	Repair Temps	150.00	150.00
12-02-11	Eliot	06930	Repair Temps	150.00	150.00
12-15-11	Eliot	06930	Repair Temps	150.00	150.00
12-22-11	Eliot	06930	Repair Temps	150.00	150.00
01-16-12	Eliot	06930	Repair Temps	150.00	150.00
06-13-12	Eliot	06930	Repair Temps	150.00	150.00
07-03-12	Eliot	06930	Repair Temps	150.00	150.00
08-30-12	Eliot	06930	Repair Temps	150.00	150.00
10-18-12	Eliot	06930	Repair Temps	150.00	150.00
10-25-12	Eliot	06930	Repair Temps	150.00	150.00
10-25-12	Eliot	00000	Candice Bernstein Balance	1252.50	1252.50

18% Finance Charge 1.5% after 150 days, 18% APR, $9.00 Minimum

CURRENT	OVER 30	OVER 60	OVER 90	UNAPPLIED	TOTAL DUE

Thank you for your trust !

STATEMENT OF ACCOUNT

Dr.Ronik Seecharan
3196 N.Federal Highway
Boca Raton, FL 33431
(561) 392-5440

10-25-12
Acct#: 1589

Eliot Bernstein
27573 NW 34th St.
Boca Raton, FL 33434

DATE	PATIENT	CODE	DESCRIPTION	AMOUNT	AMOUNT DUE
				TOTAL DUE	6196.25

Total amount due: $6196.25

18% Finance Charge 1.5% after 150 days, 18% APR, $9.00 Minimum

CURRENT	OVER 30	OVER 60	OVER 90	UNAPPLIED	TOTAL DUE
1552.50	150.00	0.00	4493.75	0.00	6196.25

Thank you for your trust !

Robert Spallina

From: Kimberly Moran
Sent: Friday, October 05, 2012 8:27 AM
To: Robert Spallina
Subject: Cary Wilson 561-703-3998

Re: Maritza Pucchio – Bernstein Estate. He said they have not heard back from the family and they are going to call the sheriff's dept to meet them at the house since she is a resident there and she would like to get her things.

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

Robert Spallina

From: Messuri, Anthony [AMessuri@cbizgl.com]
Sent: Monday, October 15, 2012 2:14 PM
To: Robert Spallina
Cc: Kimberly Moran
Subject: RE: Estate of Simon L. Bernstein

Importance: High

Robert,

The return is ready to go unfortunately we cannot deliver the return today and a courier may not get to you before 5pm so it can be postmarked today.

Please send someone from your office to pick up the return as soon as possible. I will leave it up from with the receptionist and tell me the name of the person picking up the return so I can properly document our files.

Please confirm.

Thanks,

Anthony

From: Kimberly Moran [mailto:kmoran@tescherspallina.com]
Sent: Monday, October 15, 2012 1:51 PM
To: Messuri, Anthony
Cc: rspallina@tescherspallina.com
Subject: Estate of Simon L. Bernstein

Dear Mr. Messuri:

Attached are the Letters of Administration for the Estate of Simon L. Bernstein.

If you have any questions, please do not hesitate to contact us.

Sincerely,

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

Kimberly Moran

From: Kimberly Moran
Sent: Monday, October 15, 2012 1:51 PM
To: 'AMessuri@cbizgl.com'
Cc: 'rspallina@tescherspallina.com'
Subject: Estate of Simon L. Bernstein
Attachments: Bernstein - Letters of Administration.pdf

Dear Mr. Messuri:

Attached are the Letters of Administration for the Estate of Simon L. Bernstein.

If you have any questions, please do not hesitate to contact us.

Sincerely,

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

Kimberly Moran

From: Kimberly Moran
Sent: Wednesday, October 10, 2012 2:55 PM
To: 'christopher.r.prindle@jpmorgan.com'
Cc: Robert Spallina
Subject: Estate of Simon L. Bernstein
Attachments: Bernstein - Letters of Administration.pdf

Dear Chris:

Attached is a copy of the Letters of Administration for the Estate of Simon L. Bernstein. The EIN number for the Estate is 30-6329442.

If you have any questions, please do not hesitate to contact us.

Sincerely,

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

Robert Spallina

From: Robert Spallina
Sent: Wednesday, October 10, 2012 10:45 AM
To: Alexa Collevechio; 'tbernstein@lifeinsuranceconcepts.com'
Subject: RE: e/o Simon Bernstein

Ted – let's set up a time with them ASAP. THanks

From: Alexa Collevechio
Sent: Wednesday, October 10, 2012 10:41 AM
To: tbernstein@lifeinsuranceconcepts.com
Cc: Robert Spallina
Subject: e/o Simon Bernstein

Mr. Bernstein,

Attached is a letter that was sent to Robert this morning regarding Maritza Puccio from her attorney Richard W. Springer, Esq.

If the attachment fails to open or you have any questions, please do not hesitate to call the office.

Best Regards,

Alexa Collevechio, Receptionist
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Telephone: 561.997.7008
Facsimile 561.997.7308

Alexa Collevechio

From: Alexa Collevechio
Sent: Wednesday, October 10, 2012 10:41 AM
To: 'tbernstein@lifeinsuranceconcepts.com'
Cc: Robert Spallina
Subject: e/o Simon Bernstein
Attachments: Springer - Maritza Puccio Ltr 10-10-2012.pdf

Mr. Bernstein,

Attached is a letter that was sent to Robert this morning regarding Maritza Puccio from her attorney Richard W. Springer, Esq.

If the attachment fails to open or you have any questions, please do not hesitate to call the office.

Best Regards,

Alexa Collevechio, Receptionist
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Telephone: 561.997.7008
Facsimile 561.997.7308

LAW OFFICES
OF
RICHARD W. SPRINGER, P.A.
BOARD CERTIFIED CRIMINAL TRIAL ATTORNEY
3003 SOUTH CONGRESS AVENUE
SUITE 1A
PALM SPRINGS, FLORIDA 33461

RICHARD W. SPRINGER
CATHERINE MAZZULLO

TELEPHONE: (561)433-9500
FACSIMILE: (561)433-9522
e-mail: richardwspringer@aol.com
website: www.richardwspringer.com

October 10, 2012

VIA FACSIMILE: 561-997-7308
Robert L. Spallina, Esquire
Tescher & Spallina, P.A.
Boca Village Corporate Center I
4855 Technology Way, Suite 720
Boca Raton, Florida 33431

Re: Simon Bernstein Trust/Maritza Puccio

Dear Robert:

Thank you for taking my phone call of October 9th and discussing the above captioned matter. Enclosed please find Ms. Puccio's list of personal property that is to be returned. We request that a time be scheduled for Ms. Puccio, accompanied by Investigator Roy Strohacker and two movers, to meet with a representative of the Trust at the residence. If there are any disputed items on the list, I do not want that to hold up our getting the personal property about which there is no dispute.

Please review the enclosed list and let me know if there are any disputed items and give me some choices as to when would be a good time for the transfer of the personal property to take place.

Very Truly Yours,

Richard W. Springer, Esquire

RWS/tb
cc: Maritza Puccio
Investigator Roy Strohacker

Maritza Puccio,

Inventory

All mail, correspondences, legal papers, checks that are either explicitly addressed to Maritza Puccio. Maritza Puccio requests copies of any such papers that either implicitly or explicitly mention Maritza Puccio.

One white bowl and one white flower vase that are in the living room near the stairs. Both are empty. All personal items in the upstairs bedroom, bathroom, and closet that is used exclusively by Maritza Puccio. These items include:

- Guitar
- Pants and jeans
- Sport pants and sweaters
- Dresses
- Shorts, skirts
- Dress sweaters
- Belts
- Scarfs
- Shoes – heals, boots, flats, sneakers
- Hats
- Bags and purses
- Gym clothes
- Sleep attire
- Socks
- Teddy Bear
- Set of yellow sheets with comforter
- Candles
- Jewelry – necklaces, bracelets
- Nail polish, makeup, lotions
- Toiletries
- Facial stuff
- Hair supplies – shampoo, gels, hair spray, color, conditioner

Maritza also requests access to her personal possessions in the downstair study / office (also known as the "cabana"). This includes:

- Desk and chair – the glass desk and corresponding chair were brought by Maritza to the residence when she moved into the house. This is the only furniture item listed on this inventory.
- Printer
- 2 decorative butterflies
- Blue radio
- Books
- Shredder
- School supplies

Lastly, Martiza wants to retrieve the following items from the Garage:

- Several plastic storage containers with books
- Mountain bike

Robert Spallina

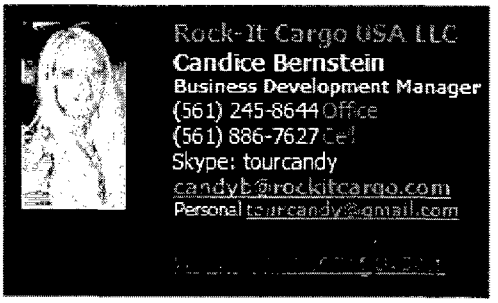
From: Robert Spallina
Sent: Wednesday, October 10, 2012 10:54 AM
To: 'Craig, Janet'
Cc: 'Farrell, Evan'
Subject: FW: Bernstein Family
Attachments: Bills for Trust.pdf; image001.jpg; image002.jpg

Janet – bills that Candice sent last week. See he email below

---

From: Candice M Bernstein [mailto:candyb@rockitcargo.com]
Sent: Tuesday, October 02, 2012 9:30 PM
To: Robert Spallina
Cc: iviewit@iviewit.tv
Subject: Bernstein Family

Hi Mr. Spallina, please find the attached bills for Eliot Bernstein Family that have been paid from the trust in the past. I would also like to inquire as to the current status of bills for Bernstein Family LLC that are instrumental for the property address at 2753 NW 34th Street, Boca Raton, FL 33434 as well as the children's school bills and other necessary living expenses. Rachel has stated she has forwarded all the bills to you for payment so that there is no interruption in our services and daily lives. Please forward a copy of all our families trust information and copies of all bills and expenses being paid as soon as possible. Thank you, Eliot and Candice Bernstein



Candice Bernstein
Business Development Manager
Rock-It Cargo USA LLC
candyb@rockitcargo.com
(561) 245.8644 (o)
(561) 886.7627 (c)

Corporate HQ - Los Angeles, California
5438 West 104th Street
Los Angeles, CA 90045
Rock It Cargo USA LLC @ **http://www.rockitcargo.com**

CONFIDENTIALITY NOTICE:
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SAINT ANDREW'S SCHOOL

August 30, 2012

Mr. and Mrs. Eliot I. Bernstein
2753 NW 34th Street
Boca Raton, FL 33434-3459

Re: Joshua
Costa Rica Trip

Dear Mr. and Mrs. Bernstein:

Due to the high cost of the Costa Rica trip, financial aid has been made available to those students currently receiving aid for tuition for the 2012/2013 academic year. Joshua has been awarded financial assistance in the amount of $139 for the Tenth Grade trip which leaves a balance due in the amount of $1,261. The balance due is payable as follows:

Payment 1 due September 7, 2012	$ 442
Payment 2 due September 30, 2012	630
Payment 3 due October 15, 2012	189
Total	$ 1,261

If you have already submitted the $500 first payment, just reduce the amount of the remaining payments due by the overage you paid on the first payment.

Please forward the payments to Nick Dorn in the Upper School office by the dates indicated above. Please indicate the student's name and that the payment is intended for the Costa Rica trip.

Also, please be advised that all payments for the trip are non-refundable. If full payment has been made and the student misses the trip due to illness, if ticketed, he or she holds a ticket that can be used for up to a year.

Sincerely,

Kathy J. Van Valkenburg
Business Manager

LAX SKILLS WITH CASEY POWELL

STAY AFTER SCHOOL WITH CASEY

Location: Saint Andrew's School • 3900 Jog Road • Boca Raton, Florida

Athletic Fields • 3:20pm-4:20pm

BOYS and GIRLS Grades 1-5

3 SESSIONS FOR BEGINNERS AND ELITE

SESSION #1
October
Price: $200
October 2,4,9,11
14,16,23,25

SESSION #2
November
Price: $200
Oct. 30 Nov.1,6,8
13,15,20,27

SESSION #3
December
Price: $150
December 4,6,11,13
18,20

ALL BOYS PLAYERS MUST HAVE: STICK, PADS, HELMET, MOUTHGUARD, SNEAKERS

ALL GIRLS PLAYERS MUST HAVE: STICK, GOGGLES, MOUTHGUARD, SNEAKERS

BEGINNER BOYS & GIRLS WILL ONLY NEED A STICK AND SNEAKERS

ALL PLAYERS MUST MEET IN THE WEPRIN CENTER BETWEEN 3:00-3:15pm

ALL PLAYERS MUST BE PICKED UP AT MALNIK ATHLETIC CENTER AT 4:20pm

Mail Check and Registration to: Casey Powell Lacrosse • 3850 McIntosh Lane Boca Raton, Florida • 33434

Casey Powell Lacrosse will teach aspects of lacrosse and create a high energy atmosphere where each player will see progress. This year's after school enrichment program will be under instruction of Casey Powell and Brian Cost with Special guests Stephen Keogh (Syracuse University) and Kevin Crowley (Stony Brook University) who both are college All-Americans

Questions? Email us: casey.powell@saintandrews.net or call 315-882-6612

www.CaseyPowellLacrosse.com

CASEY POWELL LACROSSE

JOSH BERNSTEIN FALL LACROSSE TEAM FEES = $625

DANNY BERNSTEIN FALL LACROSSE TEAM = $625

CHECK PAYABLE TO CASEY POWELL LACROSSE TOTAL= $1250

Team 22 enters it's 2nd Fall with great enthusiasm! Our curriculum will integrate individual player development with team specific concepts that we want each player to comprehend. The training will will work to improve each player's weaknesses and build on his strengths.

Player Evaluations will be September 23rd at the Saint Andrew's School, starting at 8:00 AM.

*All Class of 2016 players will be initially placed with U15 unless they played JV during the 2012 season. Placement on U17 will be based on performance at the evaluation.

Cost

We will use the same Team 22 uniforms as the Summer program. For those who need uniforms, the cost will be $700. For those who already have uniforms, the cost will be $625. The fee will include blue game shorts, tournament fees, and practices. Travel to each event and hotels are not included.

Also, please be sure that your US Lacrosse membership is current. If you are not sure, or need to register, please click on one of the links below.

A-MACULATE CLEANING SERVICE

974 JEFFERY STREET

BOCA RATON, FL 33487

SERVICE DATES SEPT. 4TH AND 18TH

TOTAL DUE $ 195.00

Athletes Edge LAX Academy

Invites:

Danny Bernstein

To

The First Annual Invitation Only Winter/Spring Competitive Lacrosse-Training Program!

We want only the best young players in the local South Florida area!

Our Philosophy:

To teach an explosive, up-tempo attacking style of play that develops and capitalizes upon creating odd man advantages.

Our situational drills and scrimmages will demand that players use both their strong and weak hands, thus preparing them for an elite level of play. In addition to on-field training, players will receive specialized speed and agility training from *Athletes Edge* to build the explosiveness needed to create space at the highest level.

Over the years *Athletes Edge* has developed many high-level lacrosse players. Many of which have gone on to play Division-1 and Professional Lacrosse. *Athletes Edge* will be utilizing it's expertise in LAX to dedicate a full 30 minutes each session to building speed/power/explosion/strength as well as agility through LAX-specific planes of motion.

Important Information:

- ***LIMITED SPACE AVAILABLE***
- **13 Wk Program (Starts January 15th, Ends April 13th)**
- **Tuesday's and Thursday's from 5:30PM to 7:30PM; & Saturdays from 9:30AM to 11:30AM.**
- **ONLY $225!!**
- **At FAU in Boca Raton; Field TBD**
- **To register, contact:**

Joe Horter
Athletes Edge
954-406-0716 Ext. 2
Joe@AETrainingSystems.com

Powered by:

ATHLETES EDGE

Robert Spallina

From: Robert Spallina
Sent: Wednesday, October 10, 2012 10:06 AM
To: 'Craig, Janet'
Cc: 'Farrell, Evan'
Subject: FW: FACTS Payment Plan Confirmation (6300528)

Janet – looks like the payment is more than we thought. Other items to follow

Robert L. Spallina, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
E-mail: rspallina@tescherspallina.com

If you would like to learn more about TESCHER & SPALLINA, P.A., please visit our website at www.tescherspallina.com

The information contained in this message is legally privileged and confidential information intended only for the use of the individual or entity named above. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. If you have received this communication in error, please immediately notify us by e-mail or telephone. Thank you.

From: Rachel Walker [mailto:rachel3584@gmail.com]
Sent: Wednesday, October 10, 2012 7:19 AM
To: Robert Spallina
Subject: Fwd: FACTS Payment Plan Confirmation (6300528)

Sent from my iPhone

Begin forwarded message:

> **From:** FACTS Management Company <noreply2@factsmgt.com>
> **Date:** May 22, 2012, 2:07:33 PM EDT
> **To:** <rachel3584@gmail.com>
> **Subject: FACTS Payment Plan Confirmation (6300528)**
>
> **FACTS Management Company** **Agreement #: 10157**
> ***Confirmation Notification***
> Mr. Simon Bernstein: 05/22/2
>
> Thank you for using FACTS Management Company to make your payment for Saint Andrew's School. The person responsible for payment on this agreement is Mr. Simon Bernstein.
>
> The following Additional Authorized Parties have been added to the agreement:
> Rachel Walker

The total balance due to Saint Andrew's School is $55,521.00. Details about your balance are located at the end of this notice.

Your schedule of payments is listed below. Payments will be processed automatically from your checking account with Legacy Bank until the balance is paid in full.

Date	Description	Amount
06/05/2012	Payment	$5,552.10
07/05/2012	Payment	$5,552.10
08/06/2012	Payment	$5,552.10
09/05/2012	Payment	$5,552.10
10/05/2012	Payment	$5,552.10
11/05/2012	Payment	$5,552.10
12/05/2012	Payment	$5,552.10
01/07/2013	Payment	$5,552.10
02/05/2013	Payment	$5,552.10
03/05/2013	Payment	$5,552.10

Fee Information:

A $30.00 FACTS returned payment fee will be assessed for each returned payment.

Customer Service and Online Access:

This confirmation notification is based on the terms of your original agreement. To manage your agreement information or make payments online, go to https://online.factsmgt.com. If clicking the link does not work in your email program you can copy the entire link and paste it into the address box of your browser.

Please contact customer service representatives at (866) 441-4637 with any questions. If you have questions regarding the terms of your payment plan, please contact Saint Andrew's-June Shumate/Cherry Fiske at 561-210-2038.

Sincerely,

FACTS Management Company

Balance Details

Name	Description	Amount
Daniel Bernstein	Tuition	$16,443.00
Jacob Bernstein	Tuition	$18,639.00
Joshua Bernstein	Tuition	$20,439.00

Do NOT reply to this message. Replies will not be read.

LAW OFFICES
TESCHER & SPALLINA, P.A.

BOCA VILLAGE CORPORATE CENTER I
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FLORIDA 33431

TEL: 561-997-7008
FAX: 561-997-7308
TOLL FREE: 888-997-7008
WWW.TESCHERSPALLINA.COM

ATTORNEYS
DONALD R. TESCHER
ROBERT L. SPALLINA
LAUREN A. GALVANI

SUPPORT STAFF
DIANE DUSTIN
KIMBERLY MORAN
SUANN TESCHER

October 9, 2012

VIA U.S. MAIL
Dani Comart
JP Morgan
240 E. Palmetto Park Road
Boca Raton, FL 33432

Re: Shirley Bernstein Trust Agreement
Simon Bernstein Trust Agreement

Dear Dani:

Enclosed are the original signed Trust Certification forms for the above-referenced trusts.

Should you have any questions, please call me.

Sincerely,

ROBERT L. SPALLINA

RLS/km
Enclosures

J.P. Morgan Account Certification of Trust (For all States)

J.P.Morgan

Instructions

This Agreement and Certification of Trust (this "Certification") is for use by trustees of domestic revocable or irrevocable trusts but not for employee benefit trusts, nominees or business trusts, any trust governed under the laws of any foreign jurisdiction, or for any trust for which the beneficiaries are business organizations operating for profit such as corporations, partnerships, limited liability companies, associations or business trusts.

This Certification must be signed by all current trustees (each a "Trustee" and collectively, including cases of a trust with a single trustee, the "Trustees") of the trust described below (the "Trust"). This Certification is being given to JPMorgan Chase Bank, N.A. and its affiliates ("J.P. Morgan") to induce J.P. Morgan to open one or more accounts, credit facilities, and /or enter into transactions with or on behalf of the Trust.

This Certification is an important agreement, which will govern J.P. Morgan's relationship with the Trust and the Trustees. The Trust and each Trustee, jointly and severally, are legally responsible for the information set forth in this Certification. Each Trustee should carefully review the trust agreement and all other relevant information and, if appropriate, consult with legal counsel prior to completing and signing this Certification.

A. Trust Information

Title to Trust assets should be taken as follows:

Shirley Bernstein Trust Agreement
Name of Trust

Ted Bernstein
Name(s) of current Trustee(s)

Grantor(s)/Settlor(s) of Trust: Shirley Bernstein

State or District of Columbia whose law governs the administration of trust FL ☑ EIN# ☐ SSN# 4 6 0 2 3 5 2 1 2

Creation Date of Trust: 0 5 - 2 0 - 2 0 0 8 (m m - d d - y y y y)

Date(s) of Trust Amendment: 1 1 - 1 8 - 2 0 0 8 (m m - d d - y y y y)

__ __ - __ __ - __ __ __ __ (m m - d d - y y y y)

Is the trust revocable? ☐ Yes* ☑ No *If Yes, the following person(s) have the power to revoke:

Print Name Print Name

Each Trustee agrees to notify J.P. Morgan immediately if the Trust becomes irrevocable.

Principal & Income: Pursuant to the trust instrument or as otherwise directed by the trustee(s), Principal & Income will be reported on a single ledger unless the dual ledger box below is checked

☐ Dual Ledger (separate Principal & Income ledgers)

Select one of the following: ☐ Declaration of trust ☑ Trust agreement ☐ Court Order

☐ Will dated: __ __ - __ __ - __ __ __ __ (m m - d d - y y y y) and admitted to probate on: __ __ - __ __ - __ __ __ __ (m m - d d - y y y y)

B. Identity of Current Trustees (addresses will be used for statements)

Trustee Name Ted Bernstein

Trustee Address 880 Berkeley Street City Boca Raton State FL Zip 33487

Trustee Name

Trustee Address City State Zip

C. Powers of Trustees

Account Opening Authority *(Check **only one** selection below. If both selections are checked, J.P. Morgan will understand that the second selection has been indicated).*

Bank Accounts and Credit Facilities Only

☑ The Trustees have the power to open and maintain bank accounts and credit facilities, including custody, deposit, and demand deposit accounts and loans and lines of credit, with a bank or other financial institution.

Bank Accounts, Discretionary and Non-Discretionary Investment Accounts, and Credit Facilities (Including Margin)

☐ The Trustees have the power to open and maintain accounts and credit facilities with a bank, broker-dealer, or other financial institution including custody, deposit, demand-deposit, discretionary investment management, and brokerage accounts, including margin, and in conjunction therewith, to purchase financial instruments on margin, to borrow with or without trust assets as security, including the power to borrow against the loan value of marginable financial instruments, and to pledge such securities as collateral.

Investment Classes *(Must be filled out for an investment account. Check all that apply)*

Investment Products

☐ The Trustees have the power to purchase and sell the following types of assets, whether publicly traded or privately placed: certificates of deposit, annuities, domestic equity securities, foreign equity securities, domestic debt securities, foreign debt securities, U.S. government securities, limited partnerships, mutual funds, foreign equities, U.S. agency securities, state and municipal securities, unit investment trusts, and physical commodities.

J.P. Morgan Account Certification of Trust (For all States)

J.P.Morgan

C. Powers of Trustees (cont.)

Derivatives

☐ The Trustees have the power to engage in the following strategies or transactions, whether listed or over-the-counter: buying or selling call options, buying or selling put options, equity swaps and forwards, foreign exchange options and forwards, interest rate derivatives, credit derivatives, commodity derivatives, foreign equity options, and any exotic form or combination of the foregoing. The power of the Trustees includes the power to borrow and to pledge trust assets as collateral to secure the Trust's obligations with respect to derivative investments, specifically including the Trust's obligations to J.P. Morgan.

Other Authority *(Check all that apply)*

☐ The Trustees have the power to sell short any of the above selected financial instruments through a margin account or otherwise.

☐ The Trustees have the power to enter into ISDA master agreements, pledge agreements and ISDA-governed confirmations.

Delegation of Authority *(Check if applicable)*

☐ The Trustees have the power to delegate authority to agents, attorneys, advisors, other co-trustees or others.

Important Note: The power of trustees to delegate authority is required for J.P. Morgan to manage an account on behalf of the trust.

If multiple Trustees are authorized to act on behalf of the Trust, check and complete as applicable. Notwithstanding the following, the Trustees acknowledge and agree that check signing and brokerage transactions (if any) may be effected by a singleTrustee. (check only one selection below)

The foregoing powers of the Trustees may be exercised upon:

☐ The signature of any one of the Trustees

☐ The signature(s) of all Trustees

☐ The signature(s) of the majority of the Trustees

☐ The signature(s) of the following Trustees: _____

_____

D. Agreement

In consideration of J.P. Morgan acting in reliance on this Certification, each Trustee, individually and on behalf of the Trust, acknowledges and agrees to the following.

(i) **Representations and Warranties**

Each Trustee, individually and on behalf of the Trust, hereby certifies each of the following:

a. The Trustee has received and reviewed this Certification and certifies that all information contained in it is complete, accurate, and true. The Trustee has received and reviewed all relevant Trust agreements and other relevant information necessary to make such certification.

b. The Trustees set forth in Section B of this Certification are all of the Trustees of the Trust.

c. The Trust empowers the Trustees to open accounts of the type set forth in Section C with J.P. Morgan on behalf of the Trust, to contract for services related to such accounts, to effect transactions for the types of investments or other real or personal property set forth in Section C of this Certification, and to sell convey, pledge, distribute, mortgage, lease or transfer title to any interest in any investment or other real or personal property to the extent set forth in Section C, without the consent or action by any person other than those Trustees set forth in this Certification. This power of the Trustees includes the power to borrow and to pledge trust assets as collateral to secure the Trust's obligations to J.P. Morgan

d. The Trust agreements and other relevant documents governing the Trust do not contain any provisions which limit the powers of the Trustees set forth on this Certification, including but not limited to limitations to the power to purchase, sell, convey pledge, distribute, mortgage, lease or transfer title to interests in any investment or other real or personal property if such powers are indicated in Section C.

e. The Trust is in full force and effect. The Trust has not been revoked, modified, terminated or amended in any manner which would cause the representations contained in this Certification to be incorrect.

(ii) Each Trustee, individually and on behalf of the Trust, agrees that J.P. Morgan is authorized by the terms of the Trust agreement and applicable law to open accounts on behalf of the Trust and to accept investment orders and other instructions from the Trustees, unless their authority is expressly limited on this Certification. If J.P. Morgan participates in any transaction contemplated in this Certification, including without limitation, the purchase, sale, conveyance, disposition, transfer, distribution, mortgage, lease, or assignment instructed by a Trustee that is not specifically identified in this Certification and Agreement as being subject to restriction on the investment or other powers of the Trustees, J.P. Morgan shall not be liable in any way by reason of failure to inquire whether such transaction exceeds or is an improper exercise of the Trustees' power or authority. Notwithstanding that J.P. Morgan may acquire or hold a copy of all or part of the instrument governing the Trust in addition to this Certification, knowledge of the terms of the Trust may not be inferred from the fact that a copy of all or part of such trust instrument is held by J.P. Morgan. It is also acknowledged and agreed that J.P. Morgan has no responsibility for, and should bear no liability in connection with, determining whether any transaction contemplated in this Certification is a prudent or reasonable exercise of a Trustee's authority.

(iii) Each Trustee, individually and on behalf of the Trust, understands and agrees that the authorization for the Trustees to open and maintain banking accounts as so indicated in Section C includes, without limitation, the power (a) to operate all banking and deposit accounts of the Trust, and related or linked credit products and any pledges related thereto; (b) to make; receive, sign, endorse, execute, acknowledge, deliver and possess checks, drafts, bills of exchange, letters of credit, notes, withdrawal receipts, wire and other funds transfer instructions and deposit instruments relating to banking accounts, certificates of deposit, and time deposits; (c) to pay all sums of money, at any time or times, that may hereafter be owed upon any banking account, bill of exchange, check, draft, purchase, contract or note, endorsed, accepted, and delivered in the name of the Trust; and (d) to have free access at any time to enter, on behalf of the Trust, any safe deposit box or vault to which the Trust might have access and to remove any or all of the contents thereof.

(iv) Each Trustee, individually and on behalf of the Trust, hereby releases, indemnifies and agrees to hold harmless J.P. Morgan, its officers, agents, and employees (each, an "Indemnified Party") harmless from and against any and all direct and indirect claims, losses, judgments, suits and expenses (including reasonable attorney fees) and liabilities which may arise from such Indemnified Party's reliance on this Certification. This indemnification shall survive termination of the Trust or the termination or transfer of the relevant accounts or services and shall be binding upon all heirs, successors, or assigns.

(v) Each Trustee agrees to inform J.P. Morgan immediately by submitting an amended form of this Certification upon any amendment to the Trust or the Trust documentation, any change in the composition or contact information of the Trustees, or any other event which could materially alter this Certification. J.P. Morgan may rely on the continued validity of this Certification indefinitely, absent actual receipt of such amended form of this Certificate.

J.P. Morgan Account Certification of Trust (For all States)

J.P.Morgan

D. Agreement (cont.)

(vi) Each Trustee and the Trust agrees that the information requested in this Certification is necessary for J.P. Morgan to establish or continue a business relationship with the Trust and is being requested by J.P. Morgan in good faith in furtherance of such relationship. Further, each Trustee and the Trust acknowledge and agree that J.P. Morgan may require further information regarding the Trust not contained in this Certification, including potentially a copy of the documents governing the Trust, in order to establish or confirm the powers set forth in this Certification and that if J.P. Morgan makes a request for such information, the request shall be considered for all purposes to be made in good faith in furtherance of the relationship between J.P. Morgan and the Trust. Each Trustee and the Trust hereby irrevocably waive any right under the laws of any jurisdiction to pursue a claim that information requested in, or in connection with, this Certification has been requested in bad faith or that such information is not necessary for the purposes of establishing or continuing such business relationship.

(vii) This Certification shall be governed by the laws of the state which govern the administration of the Trust, as set forth in Section A of this Certification, without giving effect to choice of law or conflict of law provisions.

E. Signature

This Certification is being signed by all of the currently acting Trustees of the Trust and is sworn and subscribed to under penalty of perjury before a notary public.

Ted Bernstein, Trustee 10/9/2012 TED BERNSTEIN

Signature (Trustee) Date Print Name

STATE OF FLORIDA, COUNTY OF PALM BEACH

I certify that Ted Bernstein, known or satisfactorily proven to me to be the individual (s) who signed the foregoing Certification, appeared before me on this 9th day of Oct, 12, and acknowledged that he/she/they executed the foregoing Certification.

Kimberly Moran 10/9/12

Signature (notary public) Date Print Name and Title

KIMBERLY MORAN MY COMMISSION EXPIRES April 28, 2016 #EE 156021 Notary Public Underwriters Bonded thru NOTARY PUBLIC STATE OF FLORIDA

My commission expires: April 28, 2016

Signature (Trustee) Date Print Name

STATE OF _____, COUNTY OF _____

I certify that _____, known or satisfactorily proven to me to be the individual (s) who signed the foregoing Certification, appeared before me on this _____ day of _____, 20 _____, and acknowledged that he/she/they executed the foregoing Certification.

Signature (notary public) Date Print Name and Title

My commission expires: _____

J.P. Morgan Account Certification of Trust (For all States)

J.P.Morgan

Instructions

This Agreement and Certification of Trust (this "Certification") is for use by trustees of domestic revocable or irrevocable trusts but not for employee benefit trusts, nominees or business trusts, any trust governed under the laws of any foreign jurisdiction, or for any trust for which the beneficiaries are business organizations operating for profit such as corporations, partnerships, limited liability companies, associations or business trusts.

This Certification must be signed by all current trustees (each a "Trustee" and collectively, including cases of a trust with a single trustee, the "Trustees") of the trust described below (the "Trust"). This Certification is being given to JPMorgan Chase Bank, N.A. and its affiliates ("J.P. Morgan") to induce J.P. Morgan to open one or more accounts, credit facilities, and /or enter into transactions with or on behalf of the Trust.

This Certification is an important agreement, which will govern J.P. Morgan's relationship with the Trust and the Trustees. The Trust and each Trustee, jointly and severally, are legally responsible for the information set forth in this Certification. Each Trustee should carefully review the trust agreement and all other relevant information and, if appropriate, consult with legal counsel prior to completing and signing this Certification.

A. Trust Information

Title to Trust assets should be taken as follows:

Simon L. Bernstein Trust Agreement
Name of Trust

Robert L. Spallina and Donald R. Tescher, co-Trustees
Name(s) of current Trustee(s)

Grantor(s)/Settlor(s) of Trust: Simon L. Bernstein

State or District of Columbia whose law governs the administration of trust FL ☑ EIN# 30-6329441 ☐ SSN#

Creation Date of Trust: 05-20-2008 (m m d d y y y y)

Date(s) of Trust Amendment: 07-25-2012 (m m d d y y y y)

Is the trust revocable? ☐ Yes* ☑ No *If Yes, the following person(s) have the power to revoke:

Print Name Print Name

Each Trustee agrees to notify J.P. Morgan immediately if the Trust becomes irrevocable.

Principal & Income: Pursuant to the trust instrument or as otherwise directed by the trustee(s), Principal & Income will be reported on a single ledger unless the dual ledger box below is checked

☐ Dual Ledger (separate Principal & Income ledgers)

Select one of the following: ☐ Declaration of trust ☑ Trust agreement ☐ Court Order

☐ Will dated: (m m d d y y y y) and admitted to probate on: (m m d d y y y y)

B. Identity of Current Trustees (addresses will be used for statements)

Trustee Name Robert L. Spallina

Trustee Address 4855 Technology Way, Suite 720 City Boca Raton State FL Zip 33431

Trustee Name Donald R. Tescher

Trustee Address 4855 Technology Way, Suite 720 City Boca Raton State FL Zip 33431

C. Powers of Trustees

Account Opening Authority *(Check **only one** selection below. If both selections are checked, J.P. Morgan will understand that the second selection has been indicated).*

Bank Accounts and Credit Facilities Only

☑ The Trustees have the power to open and maintain bank accounts and credit facilities, including custody, deposit, and demand deposit accounts and loans and lines of credit, with a bank or other financial institution.

Bank Accounts, Discretionary and Non-Discretionary Investment Accounts, and Credit Facilities (Including Margin)

☑ The Trustees have the power to open and maintain accounts and credit facilities with a bank, broker-dealer, or other financial institution including custody, deposit, demand-deposit, discretionary investment management, and brokerage accounts, including margin, and in conjunction therewith, to purchase financial instruments on margin, to borrow with or without trust assets as security, including the power to borrow against the loan value of marginable financial instruments, and to pledge such securities as collateral.

Investment Classes *(Must be filled out for an investment account. Check all that apply)*

Investment Products

☐ The Trustees have the power to purchase and sell the following types of assets, whether publicly traded or privately placed: certificates of deposit, annuities, domestic equity securities, foreign equity securities, domestic debt securities, foreign debt securities, U.S. government securities, limited partnerships, mutual funds, foreign equities, U.S. agency securities, state and municipal securities, unit investment trusts, and physical commodities.

J.P. Morgan Account Certification of Trust (For all States)

J.P.Morgan

C. Powers of Trustees (cont.)

Derivatives

☐ The Trustees have the power to engage in the following strategies or transactions, whether listed or over-the-counter: buying or selling call options, buying or selling put options, equity swaps and forwards, foreign exchange options and forwards, interest rate derivatives, credit derivatives, commodity derivatives, foreign equity options, and any exotic form or combination of the foregoing. The power of the Trustees includes the power to borrow and to pledge trust assets as collateral to secure the Trust's obligations with respect to derivative investments, specifically including the Trust's obligations to J.P. Morgan.

Other Authority *(Check all that apply)*

☐ The Trustees have the power to sell short any of the above selected financial instruments through a margin account or otherwise.

☐ The Trustees have the power to enter into ISDA master agreements, pledge agreements and ISDA-governed confirmations.

Delegation of Authority *(Check if applicable)*

☐ The Trustees have the power to delegate authority to agents, attorneys, advisors, other co-trustees or others.

Important Note: The power of trustees to delegate authority is required for J.P. Morgan to manage an account on behalf of the trust.

If multiple Trustees are authorized to act on behalf of the Trust, check and complete as applicable. Notwithstanding the following, the Trustees acknowledge and agree that check signing and brokerage transactions (if any) may be effected by a singleTrustee. (check only one selection below)

The foregoing powers of the Trustees may be exercised upon:

☑ The signature of any one of the Trustees

☐ The signature(s) of all Trustees

☐ The signature(s) of the majority of the Trustees

☐ The signature(s) of the following Trustees: _____

_____

D. Agreement

In consideration of J.P. Morgan acting in reliance on this Certification, each Trustee, individually and on behalf of the Trust, acknowledges and agrees to the following.

(i) **Representations and Warranties**

Each Trustee, individually and on behalf of the Trust, hereby certifies each of the following:

a. The Trustee has received and reviewed this Certification and certifies that all information contained in it is complete, accurate, and true. The Trustee has received and reviewed all relevant Trust agreements and other relevant information necessary to make such certification.

b. The Trustees set forth in Section B of this Certification are all of the Trustees of the Trust.

c. The Trust empowers the Trustees to open accounts of the type set forth in Section C with J.P. Morgan on behalf of the Trust, to contract for services related to such accounts, to effect transactions for the types of investments or other real or personal property set forth in Section C of this Certification, and to sell convey, pledge, distribute, mortgage, lease or transfer title to any interest in any investment or other real or personal property to the extent set forth in Section C, without the consent or action by any person other than those Trustees set forth in this Certification. This power of the Trustees includes the power to borrow and to pledge trust assets as collateral to secure the Trust's obligations to J.P. Morgan

d. The Trust agreements and other relevant documents governing the Trust do not contain any provisions which limit the powers of the Trustees set forth on this Certification, including but not limited to limitations to the power to purchase, sell, convey pledge, distribute, mortgage, lease or transfer title to interests in any investment or other real or personal property if such powers are indicated in Section C.

e. The Trust is in full force and effect. The Trust has not been revoked, modified, terminated or amended in any manner which would cause the representations contained in this Certification to be incorrect.

(ii) Each Trustee, individually and on behalf of the Trust, agrees that J.P. Morgan is authorized by the terms of the Trust agreement and applicable law to open accounts on behalf of the Trust and to accept investment orders and other instructions from the Trustees, unless their authority is expressly limited on this Certification. If J.P. Morgan participates in any transaction contemplated in this Certification, including without limitation, the purchase, sale, conveyance, disposition, transfer, distribution, mortgage, lease, or assignment instructed by a Trustee that is not specifically identified in this Certification and Agreement as being subject to restriction on the investment or other powers of the Trustees, J.P. Morgan shall not be liable in any way by reason of failure to inquire whether such transaction exceeds or is an improper exercise of the Trustees' power or authority. Notwithstanding that J.P. Morgan may acquire or hold a copy of all or part of the instrument governing the Trust in addition to this Certification, knowledge of the terms of the Trust may not be inferred from the fact that a copy of all or part of such trust instrument is held by J.P. Morgan. It is also acknowledged and agreed that J.P. Morgan has no responsibility for, and should bear no liability in connection with, determining whether any transaction contemplated in this Certification is a prudent or reasonable exercise of a Trustee's authority.

(iii) Each Trustee, individually and on behalf of the Trust, understands and agrees that the authorization for the Trustees to open and maintain banking accounts as so indicated in Section C includes, without limitation, the power (a) to operate all banking and deposit accounts of the Trust, and related or linked credit products and any pledges related thereto; (b) to make; receive, sign, endorse, execute, acknowledge, deliver and possess checks, drafts, bills of exchange, letters of credit, notes, withdrawal receipts, wire and other funds transfer instructions and deposit instruments relating to banking accounts, certificates of deposit, and time deposits; (c) to pay all sums of money, at any time or times, that may hereafter be owed upon any banking account, bill of exchange, check, draft, purchase, contract or note, endorsed, accepted, and delivered in the name of the Trust; and (d) to have free access at any time to enter, on behalf of the Trust, any safe deposit box or vault to which the Trust might have access and to remove any or all of the contents thereof.

(iv) Each Trustee, individually and on behalf of the Trust, hereby releases, indemnifies and agrees to hold harmless J.P. Morgan, its officers, agents, and employees (each, an "Indemnified Party") harmless from and against any and all direct and indirect claims, losses, judgments, suits and expenses (including reasonable attorney fees) and liabilities which may arise from such Indemnified Party's reliance on this Certification. This indemnification shall survive termination of the Trust or the termination or transfer of the relevant accounts or services and shall be binding upon all heirs, successors, or assigns.

(v) Each Trustee agrees to inform J.P. Morgan immediately by submitting an amended form of this Certification upon any amendment to the Trust or the Trust documentation, any change in the composition or contact information of the Trustees, or any other event which could materially alter this Certification. J.P. Morgan may rely on the continued validity of this Certification indefinitely, absent actual receipt of such amended form of this Certificate.

J.P. Morgan Account Certification of Trust
(For all States)

J.P.Morgan

D. Agreement (cont.)

(vi) Each Trustee and the Trust agrees that the information requested in this Certification is necessary for J.P. Morgan to establish or continue a business relationship with the Trust and is being requested by J.P. Morgan in good faith in furtherance of such relationship. Further, each Trustee and the Trust acknowledge and agree that J.P. Morgan may require further information regarding the Trust not contained in this Certification, including potentially a copy of the documents governing the Trust, in order to establish or confirm the powers set forth in this Certification and that if J.P. Morgan makes a request for such information, the request shall be considered for all purposes to be made in good faith in furtherance of the relationship between J.P. Morgan and the Trust. Each Trustee and the Trust hereby irrevocably waive any right under the laws of any jurisdiction to pursue a claim that information requested in, or in connection with, this Certification has been requested in bad faith or that such information is not necessary for the purposes of establishing or continuing such business relationship.

(vii) This Certification shall be governed by the laws of the state which govern the administration of the Trust, as set forth in Section A of this Certification, without giving effect to choice of law or conflict of law provisions.

E. Signature

This Certification is being signed by all of the currently acting Trustees of the Trust and is sworn and subscribed to under penalty of perjury before a notary public.

10/9/12 Robert L. Spallina
Signature (Trustee) Date Print Name

STATE OF FLORIDA, COUNTY OF PALM BEACH

I certify that Robert L. Spallina, known or satisfactorily proven to me to be the individual (s) who signed the foregoing Certification, appeared before me on this 9 day of October, 20 12, and acknowledged that he/she/they executed the foregoing Certification.

Kimberly Moran 10/9/12
Signature (notary public) Date Print Name and Title

My commission expires: April 28, 2016

KIMBERLY MORAN MY COMMISSION EXPIRES April 28, 2016 #EE 156021 Bonded thru Notary Public Underwriters NOTARY PUBLIC, STATE OF FLORIDA

10/9/2012 Donald R. Tescher
Signature (Trustee) Date Print Name

STATE OF FLORIDA, COUNTY OF PALM BEACH

I certify that Donald R. Tescher, known or satisfactorily proven to me to be the individual (s) who signed the foregoing Certification, appeared before me on this 9 day of October, 20 12, and acknowledged that he/she/they executed the foregoing Certification.

Kimberly Moran 10/9/2012
Signature (notary public) Date Print Name and Title

My commission expires: April 28, 2012

KIMBERLY MORAN MY COMMISSION EXPIRES April 28, 2016 #EE 156021 Bonded thru Notary Public Underwriters NOTARY PUBLIC, STATE OF FLORIDA

Summary of J.P. Morgan Account Certification of Trust Form Sections

J.P.Morgan

Below is a summary, by section, of key information required on the Certification of Trust Form ("Certification"). Each Trustee should carefully review the Trust Instrument and all other relevant information and, if appropriate, consult with legal counsel prior to completing and signing the Certification. The Certification should be completed to accommodate existing and new account requests.

Section A. Trust Information

This section identifies core information regarding the Trust Instrument. It assists J.P. Morgan with proper titling and set up of the account(s).

- The Title to Trust assets should be taken as follows field = Name of the Trust should be listed followed by the names of all current trustees.
- Governing Law = the state (or District of Columbia) whose law governs the administration of the trust.
- Grantor(s)/Settlor(s) of the trust = Trustor, Donor or one who created the trust.

Section B. Identity of Current Trustees

This section identifies the current trustees and the addresses to be used for the account statements.

- Provide all current trustee names and contact information. If a change of trustees occurs, a new Certification must be provided. If there are more than two trustees, an additional trustee and signature page will be required. Addresses listed under each trustee will be used for statements.

Section C. Powers of Trustees

This section outlines the financial powers allowed under the Trust Instrument. It helps to identify if the products and accounts selected are permitted to be maintained under the trust.

Account Opening Authority

- **Bank Accounts and Credit Facilities Only** – This should be selected if, pursuant to the Trust Instrument, you request and have authority to maintain Deposit (i.e., Demand Deposit Account, Money Market Deposit Account, and CDs), Custody, and Credit Facilities.
- **Bank Accounts, Discretionary and Non-Discretionary Investment Accounts, and Credit Facilities (Including Margin)** This should be selected if, pursuant to the Trust Instrument, you request and have authority to maintain Brokerage, Margin, and Investment Management accounts in addition to Deposit (i.e., Demand Deposit Account, Money Market Deposit Account, CDs), Custody, and Credit Facilities.

Investment Classes

- **Investment Products – This authority is required and the box must be selected** for an Investment Account (i.e. Brokerage, Investment Management, and Margin.)
- **Derivatives** - Also, this authority is required and the box must be selected for Derivatives Trading.

Other Authority

These authorities provide further detail to support the opening of a Margin account or other credit facility or investing in derivatives instruments that are documented by entering into a standard form of master agreement published by the International Swaps and Derivatives Association.

Delegation of Authority

This box must be selected for an Investment Management account with J.P. Morgan and/or if you would like to delegate any authority to another individual (e.g., advisor, agent, attorney, and trustee).

Section D. Agreement

This section provides for the representations and warranties to which each Trustee, individually and on behalf of the trust agrees.

Details the terms which J.P. Morgan is relying on upon acceptance of the executed Certification of Trust.

Section E. Signature

All current trustees are required to sign and date the form. Notarization of each signature is required.

- Signatures of Trustees – All current trustees must sign and date this Certification of Trust. If there are more than two current trustees, an additional trustee and signature page will be required.
- Notarization – Notarization of all current trustees' signatures by a notary public is required.

Kimberly Moran

From: Kimberly Moran
Sent: Tuesday, October 09, 2012 2:59 PM
To: 'Comart, Dani M'
Cc: Robert Spallina
Subject: RE: re: Bernstein Estate Account
Attachments: Trust Certification - Shirley Bernstein Trust Agreement.pdf; Trust Certification - Simon L. Bernstein Trust Agreement.pdf

Hi Dani –

Attached are copies of the Trust Certifications for the Simon L. Bernstein Trust Agreement and the Shirley Bernstein Trust Agreement. The originals will follow via regular U.S. Mail.

If you have any questions, please do not hesitate to contact us.

Sincerely,

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

From: Comart, Dani M [mailto:dani.m.comart@jpmorgan.com]
Sent: Tuesday, October 09, 2012 2:32 PM
To: Kimberly Moran
Subject: RE: re: Bernstein Estate Account

Copies work and if you could follow with mailing originals that would be fine.

Regards,
Dani

Dani Comart | Private Bank | **J.P. Morgan** | 561.995.5057 | Dani.M.Comart@JPMorgan.com | jpmorgan.com

---

From: Kimberly Moran [mailto:kmoran@tescherspallina.com]
Sent: Tuesday, October 09, 2012 2:17 PM
To: Comart, Dani M
Subject: RE: re: Bernstein Estate Account

Do you need the original signed Trust Certifications, or will copies work?

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008

Fax: (561) 997-7308

From: Comart, Dani M [mailto:dani.m.comart@jpmorgan.com]
Sent: Tuesday, October 09, 2012 11:37 AM
To: Kimberly Moran
Cc: Prindle, Christopher R; Protokowicz, Karen X
Subject: RE: re: Bernstein Estate Account

Hi Kimberly,

Thank you for the update.

I have copied my partners to let them know.

Regards,
Dani

Dani Comart | Private Bank | **J.P. Morgan** | 561.995.5057 | Dani.M.Comart@JPMorgan.com | jpmorgan.com

---

From: Kimberly Moran [mailto:kmoran@tescherspallina.com]
Sent: Tuesday, October 09, 2012 11:34 AM
To: Comart, Dani M
Subject: RE: re: Bernstein Estate Account

Hi Dani – I left a message for you earlier today. I wanted to let you know I am working on the trust certifications and will try to get them to you by tomorrow morning.

Best regards.

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

From: Comart, Dani M [mailto:dani.m.comart@jpmorgan.com]
Sent: Tuesday, October 09, 2012 10:24 AM
To: Kimberly Moran
Cc: Prindle, Christopher R; Protokowicz, Karen X
Subject: RE: re: Bernstein Estate Account

Good morning Kimberly,

Do you know when the trust certifications will be ready so that we can proceed in opening the accounts?

Please let us know if you have any questions.

Regards,
Dani

Dani Comart | Private Bank | **J.P. Morgan** | 561.995.5057 | Dani.M.Comart@JPMorgan.com | jpmorgan.com

From: Comart, Dani M
Sent: Thursday, October 04, 2012 5:41 PM
To: 'kmoran@tescherspallina.com'
Cc: Prindle, Christopher R; Protokowicz, Karen X
Subject: re: Bernstein Estate Account

Dear Kimberly,

Chris asked me to follow up with you regarding opening the trust accounts.

I have been coordinating with our account opening team.

If you could please have the attached trust certifications completed and notarized and sent back to Karen and me, we can move forward with pre-filling account opening documents to be signed.

I will be out of the office tomorrow, but if you have any questions, please feel free to contact Karen directly at (561) 838-4674.

Regards,
Dani

Dani Comart | Private Bank | **J.P. Morgan** | 561.995.5057 | Dani.M.Comart@JPMorgan.com | jpmorgan.com

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Robert Spallina

From: swergoldj@gtlaw.com
Sent: Tuesday, October 09, 2012 3:19 PM
To: Robert Spallina; TBernstein@lifeinsuranceconcepts.com
Subject: Cambridge/Shapiro
Attachments: 108930225_1.DOC

Please see attached - corrected to reflect the estate as the party to the release.

If you are not an intended recipient of confidential and privileged information in this email, please delete it, notify us immediately at postmaster@gtlaw.com, and do not use or disseminate such information. Pursuant to IRS Circular 230, any tax advice in this email may not be used to avoid tax penalties or to promote, market or recommend any matter herein.

Robert Spallina 11187.006

From: Diana [dianapbanks@aol.com]
Sent: Monday, October 08, 2012 7:03 PM
To: Robert Spallina
Subject: Re: RE:

Thank you.

Sent from my iPhone

On Oct 8, 2012, at 3:30 PM, "Robert Spallina" <rspallina@tescherspallina.com> wrote:

I did speak with him about it. We have no funding for the estate yet. I will let you know when we do

From: dianapbanks@aol.com [mailto:dianapbanks@aol.com]
Sent: Monday, October 08, 2012 9:29 AM
To: Robert Spallina; Kimberly Moran
Subject: Re:

Good Morning Robert, where you able to reach Ted regarding the severance check? Thanks

Diana

-----Original Message-----
From: dianapbanks <dianapbanks@aol.com>
To: rspallina <rspallina@tescherspallina.com>; kmoran <kmoran@tescherspallina.com>
Sent: Mon, Oct 1, 2012 3:45 pm

Hi Robert,

Ted mentioned that I would be receiving a severance check from Si's estate. I feel so uncomfortable asking but when do you think I will be receiving it? Thanks and hope you are well.

Diana Banks
561.239.2986
23415 Boca Trace Drive
Boca Raton, Fl 33433

-----Original Message-----
From: Diana <dianapbanks@aol.com>
To: Kimberly Moran <kmoran@tescherspallina.com>
Sent: Mon, Sep 24, 2012 8:12 am
Subject: Re: Meeting

Hi Kim. Are we confirmed for tomorrow at 3pm? Thanks

Sent from my iPhone

On Sep 21, 2012, at 12:21 PM, "Kimberly Moran" <kmoran@tescherspallina.com> wrote:

Hi Diana – Please let me know if any of these dates/times work for you:

Tuesday (Sept 25th) at 2:00PM or 3:00PM
Thursday (Sept 27th) at 10:30AM, 2:00PM or 3:00PM

I'm sorry to hear about Si. Hope you are doing well.

Sincerely,

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

From: dianapbanks@aol.com [mailto:dianapbanks@aol.com]
Sent: Friday, September 21, 2012 12:11 PM
To: Kimberly Moran
Subject: Meeting

Hi Kim, Robert asked me to go through you to schedule a meeting with myself, my husband Scott, Steve Greenwald and Elliot Bernstein. Please advise of a few available dates for next week. Thanks so much

Diana

Robert Spallina

From: Pam Simon [psimon@stpcorp.com]
Sent: Saturday, October 06, 2012 4:13 AM
To: Robert Spallina
Cc: Bernstein Ted
Subject: Maritza

Hi Robert- spoke w/ Ted and we would not like Maritza entering our father's home for any reason and do not want you to turn over any documents which are part of the home contents to her including the bogus 'letter' found after his death in the house. We currently await the autopsy results on our father to determine if in fact she murdered him so please understand the severity of the situation.

Thank You

Pam Simon

Robert Spallina

From: Kimberly Moran
Sent: Friday, October 05, 2012 8:27 AM
To: Robert Spallina
Subject: Cary Wilson 561-703-3998

Re: Maritza Pucchio – Bernstein Estate. He said they have not heard back from the family and they are going to call the sheriff's dept to meet them at the house since she is a resident there and she would like to get her things.

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

Kimberly Moran

From: Comart, Dani M [dani.m.comart@jpmorgan.com]
Sent: Thursday, October 04, 2012 5:41 PM
To: Kimberly Moran
Cc: Prindle, Christopher R; Protokowicz, Karen X
Subject: re: Bernstein Estate Account
Attachments: Certification_of_Trust_Guide.pdf; Trust Certification-JPM.pdf

Dear Kimberly,

Chris asked me to follow up with you regarding opening the trust accounts.

I have been coordinating with our account opening team.

If you could please have the attached trust certifications completed and notarized and sent back to Karen and me, we can move forward with pre-filling account opening documents to be signed.

I will be out of the office tomorrow, but if you have any questions, please feel free to contact Karen directly at (561) 838-4674.

Regards,
Dani

Dani Comart | Private Bank | **J.P. Morgan** | 561.995.5057 | Dani.M.Comart@JPMorgan.com | jpmorgan.com

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MEMORY TRANSMISSION REPORT

TIME : OCT-04-2012 11:10AM
TEL NUMBER : +5619977308
NAME : TESCHER & SPALLINA

FILE NUMBER	:	275
DATE	:	OCT-04 11:09AM
TO	:	18033334936
DOCUMENT PAGES	:	002
START TIME	:	OCT-04 11:09AM
END TIME	:	OCT-04 11:10AM
SENT PAGES	:	002
STATUS	:	OK

FILE NUMBER : 275 *** SUCCESSFUL TX NOTICE ***

Claims Department - Heritage Union Life Insurance Company

Fax No.803-333-4936

FAX

DATE: Thursday, October 4, 2012

FROM: Robert L. Spallina, Esq.
Tescher & Spallina, P.A.
Boca Village Corporate Center I
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
(561) 997-7008/(800) 997-7008
(561) 997-7308 (fax)
E-mail:RSPALLINA@TESCHERSPALLINA.COM
-or- WWW.TESCHERSPALLINA.COM

FILE NO.: Bernstein, Est. Of Simon/Our File No. 11187.006

WE ARE TRANSMITTING 3 PAGE(S), INCLUDING THIS COVER SHEET. IF YOU DO NOT RECEIVE ALL THE PAGES, PLEASE CONTACT US AS SOON AS POSSIBLE.

COMMENTS: Please see the attached Letters of Administration on the Estate of Simon L. Bernstein. This relates to policy # 1009208 and Simon L. Bernstein was the insured.

The information contained in this facsimile message is legally privileged and confidential information intended only for the use of the individual or entity named above. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. If you have received this communication in error, please immediately notify us by telephone. Thank you.

Claims Department - Heritage Union Life Insurance Company

Fax No.803-333-4936

FAX

DATE: Thursday, October 4, 2012

==========

FROM:
Robert L. Spallina, Esq.
Tescher & Spallina, P.A.
Boca Village Corporate Center I
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
(561) 997-7008/(800) 997-7008
(561) 997-7308 (fax)
E-mail:RSPALLINA@TESCHERSPALLINA.COM
-or- WWW.TESCHERSPALLINA.COM

FILE NO.: **Bernstein, Est. Of Simon/Our File No. 11187.006**

WE ARE TRANSMITTING 3 PAGE(S), INCLUDING THIS COVER SHEET. IF YOU DO NOT RECEIVE ALL THE PAGES, PLEASE CONTACT US AS SOON AS POSSIBLE.

COMMENTS: Please see the attached Letters of Administration on the Estate of Simon L. Bernstein. This relates to policy # 1009208 and Simon L. Bernstein was the insured.

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IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF

SIMON L. BERNSTEIN,

Deceased.

PROBATE DIVISION

File No. 502012CP004391 XXXXSB

IZ

SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CTY BRANCH-FILED

12 OCT -2 AM 9:31

LETTERS OF ADMINISTRATION

TO ALL WHOM IT MAY CONCERN

WHEREAS, Simon L. Bernstein, a resident of Palm Beach County, died on September 13, 2012, owning assets in the State of Florida, and

WHEREAS, Robert L. Spallina and Donald R. Tescher have been appointed as co-Personal Representatives of the Estate of the decedent and has performed all acts prerequisite to issuance of Letters of Administration in the estate,

NOW, THEREFORE, I, the undersigned Circuit Judge, declare Robert L. Spallina and Donald R. Tescher as duly qualified under the laws of the State of Florida to act as co-Personal Representatives of the Estate of Simon L. Bernstein, deceased, with full power to administer the estate according to law; to ask, demand, sue for, recover and receive the property of the decedent; to pay the debts of the decedent as far as the assets of the estate will permit and the law directs; and to make distribution of the estate according to law.

DONE and ORDERED in Chambers at Delray, Palm Beach County, Florida, on this 2 day of Oct, 2012.

Estate must be closed 12 months from the date of order

Circuit Judge

STATE OF FLORIDA • PALM BEACH COUNTY
I hereby certify that the foregoing is a true copy as recorded in my office and the same is in full force and effect.
THIS 2 DAY OF Oct, 2012
SHARON R. BOCK
CLERK & COMPTROLLER
By DEPUTY CLERK

Bar Form No. P-3.0420
© Florida Lawyers Support Services, Inc.
Text Revised October 1, 1998

TS004579

Kimberly Moran

From: Lindsay Giles [lindsay@lifeinsuranceconcepts.com]
Sent: Wednesday, October 03, 2012 5:55 PM
To: 'Pam Simon (psimon@stpcorp.com)'; 'Jill Iantoni (jilliantoni@gmail.com)'; 'Friedstein, Lisa (lisa@friedsteins.com)'
Cc: Kimberly Moran
Subject: Conference Call with Mr. Spallina

Good afternoon

I am writing to see if you will be able to join in a conference call tomorrow with Ted and Mr. Spallina.

Kimberly will be arranging the call-in number and sending confirmation.

Take care,

Lindsay Giles - Executive Assistant

Life

Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, FL 33487
Tel: 561.988.8984
Toll Free: 866.395.8984
Fax: 561.988.0833
Email: Lindsay@LifeInsuranceConcepts.com
www.LifeInsuranceConcepts.com
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Robert Spallina 11187-006

From: dianapbanks@aol.com
Sent: Monday, October 01, 2012 3:46 PM
To: Robert Spallina; Kimberly Moran

Hi Robert,

Ted mentioned that I would be receiving a severance check from Si's estate. I feel so uncomfortable asking but when do you think I will be receiving it? Thanks and hope you are well.

Diana Banks
561.239.2986
23415 Boca Trace Drive
Boca Raton, Fl 33433

-----Original Message-----
From: Diana <dianapbanks@aol.com>
To: Kimberly Moran <kmoran@tescherspallina.com>
Sent: Mon, Sep 24, 2012 8:12 am
Subject: Re: Meeting

Hi Kim. Are we confirmed for tomorrow at 3pm? Thanks

Sent from my iPhone

On Sep 21, 2012, at 12:21 PM, "Kimberly Moran" <kmoran@tescherspallina.com> wrote:

> Hi Diana – Please let me know if any of these dates/times work for you:
>
> Tuesday (Sept 25th) at 2:00PM or 3:00PM
> Thursday (Sept 27th) at 10:30AM, 2:00PM or 3:00PM
>
> I'm sorry to hear about Si. Hope you are doing well.
>
> Sincerely,
>
> **Kimberly Moran, Legal Assistant**
> Tescher & Spallina, P.A.
> 4855 Technology Way, Suite 720
> Boca Raton, FL 33431
> Tel: (561) 997-7008
> Fax: (561) 997-7308
>
> ---
>
> **From:** dianapbanks@aol.com [mailto:dianapbanks@aol.com]
> **Sent:** Friday, September 21, 2012 12:11 PM
> **To:** Kimberly Moran
> **Subject:** Meeting
>
> Hi Kim, Robert asked me to go through you to schedule a meeting with myself, my husband Scott, Steve Greenwald and Elliot Bernstein. Please advise of a few available dates for next week. Thanks so much
>
> **Diana**

Kimberly Moran

From: Kimberly Moran
Sent: Friday, September 28, 2012 2:53 PM
To: 'christopher.r.prindle@jpmorgan.com'
Cc: Robert Spallina
Subject: Bernstein
Attachments: Simon L. Bernstein Amended and Restated Trust Agreement dtd 7-25-2012.pdf; Simon L. Bernstein - death certificate.pdf; Shirley Bernstein Trust Agreement dtd 05-20-2008.pdf; First Amendment to Shirley Bernstein Trust Agreement dated November 18, 2008.pdf

Dear Mr. Prindle:

Attached are the following documents:

1. Simon L. Bernstein Amended and Restated Trust Agreement dated July 25, 2012;
2. Simon L. Bernstein – death certificate;
3. Shirley Bernstein Trust Agreement dated May 20, 2008; and
4. First Amendment to Shirley Bernstein Trust Agreement dated November 18, 2008.

If you have any questions, please do not hesitate to contact us.

Sincerely,

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

Robert Spallina

From: Ted Bernstein [TBernstein@lifeinsuranceconcepts.com]
Sent: Thursday, September 20, 2012 8:30 AM
To: Robert Spallina
Cc: psimon@stpcorp.com
Subject: FW: Spallina call

Robert > please see below.

Ted
561-988-8984
tbernstein@lifeinsuranceconcepts.com
www.LifeInsuranceConcepts.com
www.EquityTermInsurance.com

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From: Pam Simon [pambsimon@me.com]
Sent: Wednesday, September 19, 2012 6:39 PM
To: Ted Bernstein
Subject: Spallina call

Hi Theo - couple of Comments if you can forward to Robert spallina for me as I don't have his email handy:
- I think it's wise to have maritza, Diana and rachel turn over all items dealing with money such as credit cards and keys and all further correspondence with them be in writing. I heard the Diana deal Dad had put well over the $200,000 Eliot mentioned into and that deal will likely be problematic and expensive. In writing seems safest. Please let me know if mr Spallina has any issues with this. Thanks and get some sleep. Sorry for punctuation - in zonked !

Robert Spallina

From: Robert Spallina
Sent: Friday, September 14, 2012 2:32 PM
To: 'Ted Bernstein'
Cc: Donald Tescher
Subject: RE: Si
Attachments: image001.png; image002.png; image003.png

Ted – thank you for the heads up. I spoke to Jon and told him that we will meet at an appropriate time in the next couple weeks to go through and review the open litigation matters.

On a separate note, as discussed, you are designated as the successor trustee to Si on your mother's trust document. In this regard, both the residence and the beach condo were titled in the name of her trust. All of the contents in both places are the subject of your father's estate, over which Don and I have been named as Personal Representatives. Please make sure that both homes are secure and that the contents contained therein are protected. As a fiduciary of your mother's trust and during the period of administration of your father's estate, you owe a duty to the ultimate beneficiaries to protect the assets. As we discussed, to the extent that there may be keys to both places in the hands of others, we would suggest that you change the locks so that no one can gain access to either home without your consent. It may be helpful to take pictures and even create and inventory of the contents so that when there is a division of the assets among the family there are no issues.

Again, we are truly saddened by your father's death and are here to help in any way that we can. Please do not hesitate to contact us. If you need anything over the weekend my cell is 561-504-3805.

Speak to you soon.

Sincerely,

Robert (and Don)

Robert L. Spallina, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
E-mail: rspallina@tescherspallina.com

If you would like to learn more about TESCHER & SPALLINA, P.A., please visit our website at www.tescherspallina.com

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From: Ted Bernstein [mailto:TBernstein@lifeinsuranceconcepts.com]
Sent: Thursday, September 13, 2012 4:46 PM
To: Robert Spallina
Cc: swergoldj@gtlaw.com
Subject: Si

Robert,

I believe you know Jon Swergold already. Jon represents the companies, Si and myself in several pending litigation matters. We are also dear friends.

Jon will be giving you a call this afternoon and I would appreciate your providing him with Si's trust and estate documents so we can figure out what needs to be done in the litigation matters.

Thanks Robert, I appreciate your concern and support of the family.

Ted
Life Insurance Concepts
Tel: 561-988-8984
Cell: 561-213-2322
www.LifeInsuranceConcepts.com
www.EquityTermInsurance.com
Email: TBernstein@LifeInsuranceConcepts.com

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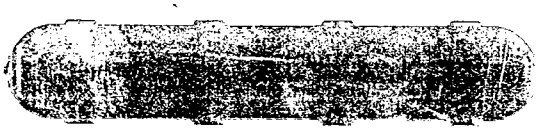

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT OF FLORIDA, IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: **Case No. 502012CP004391** ~~SB~~ XXXXSB

ESTATE OF SIMON BERNSTEIN,
Deceased.

Division: IZ

COPY
SOUTH COUNTY BRANCH OFFIC
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PALM BEACH COUNTY

STATEMENT OF CLAIM BY WILLIAM E. STANSBURY

The undersigned hereby presents for filing against the above estate this Statement of Claim and alleges:

1. The basis for the claim is the action pending in Palm Beach County, Florida, *Stansbury v. Bernstein, et. al,* Case No. 502012CA 013933XXXX MB (the "Pending Action"). A true and correct copy of the Complaint filed by claimant that initiated the Pending Action is attached hereto as Exhibit "A" and is hereby incorporated by reference herein (the "Complaint").

2. The name and address of the claimant are William E. Stansbury, 6920 Caviro Lane, Boynton Beach, Florida 33437, and the name and address of the claimant's attorney is set forth below.

3. The amount of the claim is in excess of $2.5 million dollars, which the Claimant is entitled to recover under the claims set forth in the Complaint, which amount the Claimant believes is now due.

4. The claim is contingent or unliquidated and uncertain to the extent that the Claimant's claim is dependent on the outcome of the Pending Action. The specific amount of Claimant's claim will be determined in Pending Action and the Claimant expects to recover in excess of $2.5 million dollars in damages, as well as, but not limited to, treble damages, pre-judgment and post-judgment interest, and costs.

5. The claim is not secured.

[Signature page follows this page]

Under penalties of perjury, I declare that I have read the foregoing, and the facts alleged are true, to the best of my knowledge and belief.

Signed on November 6, 2012.

William E. Stansbury, Claimant

Attorneys for Claimant

Peter M. Feaman, Esq.
Florida Bar No.: 260347
PETER M. FEAMAN, P.A.
3615 West Boynton Beach Blvd.
Boynton Beach, FL 33436
Phone: (561) 734-5552
Facsimile: (561) 734-5554
Primary Electronic Mail Address:
pfeaman@feamanlaw.com

Copy mailed to attorney for Personal Representative on 11-7 2012.

MICHELE BRITT
COPY

MUST BE FILED IN DUPLICATE

IN THE CIRCUIT COURT OF THE FIFTEENTH
JUDICIAL CIRCUIT OF FLORIDA, IN AND FOR
PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,
Plaintiff,
vs. Case No. 50 2012 CA013933XXXXMB

TED S. BERNSTEIN;
SIMON BERNSTEIN;
LIC HOLDINGS, INC.; and
ARBITRAGE INTERNATIONAL
MANAGEMENT, L.L.C., f/k/a
ARBITRAGE INTERNATIONAL
HOLDINGS, L.L.C.,
Defendants.
_____/

COPY
RECEIVED FOR FILING
JUL 30 2012
SHARON R. BOCK
CLERK & COMPTROLLER
CIRCUIT CIVIL DIVISION

COMPLAINT
And JURY DEMAND

WILLIAM STANSBURY (PLAINTIFF"), by and through his undersigned co-counsel, hereby demanding trial by jury of all issues so triable, hereby sues the Defendants, and says

1. This is an action for money damages in excess of $15,000, and for equitable relief.

2. Plaintiff is *sui juris*, and a resident of Palm Beach County, Florida.

3. Defendants TED S. BERNSTEIN ("TED BERNSTEIN"), and SIMON BERNSTEIN are both *sui juris*, and are both residents of Palm Beach County, Florida.

4. The corporate Defendants, LIC HOLDINGS, INC.; and ARBITRAGE INTERNATIONAL MANAGEMENT, L.L.C., f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, L.L.C., are entities organized and existing under the laws of the State of Florida, all do business in the State of Florida and all have their principal offices in the State of Florida, and in Palm Beach County, Florida.

5. Defendants SIMON BERNSTEIN and TED BERNSTEIN (collectively "Defendants

EXHIBIT A

BERNSTEIN") are, respectively, one another's father and son. They both own and control all of the corporate Defendants, and work closely together with respect thereto. In all matters involved herein, they worked closely together and were virtually one another's alter egos.

7 The acts and incidents giving rise to these causes of action occurred in Palm Beach County, Florida.

Background

8. Plaintiff has worked in the insurance field virtually all his adult life, and by 2003 had become well-known and highly regarded by major insurance companies, their principals, and by others throughout the insurance industry, at all levels thereof, as well as by professionals, including attorneys, CPAs, financial advisors, wealth managers and others who were involved in serving, or otherwise dealing with, insurers and insurance brokers.

9. SIMON BERNSTEIN dealt at high levels of the insurance industry, and specialized in developing and marketing insurance concepts suitable for persons of high net worth to incorporate in their wealth management and estate planning.

10. TED BERNSTEIN was actively involved in selling life insurance products in conjunction with attorneys, CPAs and other professionals, to be incorporated into clients' financial planning.

11. In 2003, TED BERNSTEIN approached Plaintiff, urging Plaintiff to spearhead the marketing of a unique insurance concept ("the said concept"), newly developed by a prominent law firm, which was designed for use in the financial and estate planning of wealthy individuals.

12. TED BERNSTEIN told Plaintiff that he knew of Plaintiff's knowledgeability, and reputation in the insurance and related industries and professions, and that Plaintiff was skilled

at, and accustomed to, speaking and marketing insurance products to, large groups of professionals, and that he realized that Plaintiff, because of his knowledgeability, reputation and abilities, would be ideal to market this concept nationwide, through prominent and experienced professionals..

13. SIMON BERNSTEIN proposed that Plaintiff work as an independent contractor for the Corporate Defendants, marketing the product to the above-described He offered Plaintiff an arrangement whereby Plaintiff would receive twenty percent (20%) of all net retained amounts of commissions received from insurance companies and general agents' overrides (hereinafter, "commissions") which chose to issue policies of the type to be marketed, for use in the said financial and estate planning, and all other sales by the companies. Plaintiff would receive no other salary remuneration, but would have his travel and marketing expenses advanced or reimbursed. In time, when Plaintiff agreed to become an employee rather than an independent contractor, he agreed to a salary of the equivalent of 15% of commissions received on all products.

14. After reviewing the concept and considering the terms of the arrangement offered by SIMON BERNSTEIN, Plaintiff agreed with BERNSTEIN to accept the proposal described in preceding paragraph 13, and all the parties proceeded to act in accordance therewith.

15. Thereafter, Plaintiff worked with diligence and skill, traveling throughout the United States, generating ever increasing sales, and generating very large commissions for Defendants and for Plaintiff, who received the agreed salary equal to 15% thereof. By 2006, the parties hereto began receiving checks, not only for commissions on new policies sold, but also renewal commissions. Initially, the Plaintiff and Defendants BERNSTEIN, and one secretary, comprised the entire workforce. At the height of the sales campaign, Defendants' staff for serving the

business generated by Plaintiff consisted of more than 40 individuals.

16. In 2005, the Plaintiff was paid his commissions in the form of two IRS forms 1099, from National Services Association, and from Defendant ARBITRAGE INTERNATIONAL MARKETING, INC. for his services as an independent contractor.

17. In 2006, Plaintiff received his agreed salary as an employee, reflected in two IRS forms W-2., One W-2 was from ARBITRAGE INTERNATIONAL MARKETING, INC., and the other was from ARBITRAGE INTERNATIONAL HOLDINGS, INC., which later became Defendant ARBITRAGE INTERNATIONAL MANAGEMENT, INC.

18. Also in 2006, SIMON BERNSTEIN told Plaintiff that Plaintiff, was being rewarded for the explosive growth of business, through receiving a 10% interest in LIC.

19. In 2007, Plaintiff received his agreed salary as an employee, which salary was reflected in an IRS Form W-2.

20. With the economic downturn in 2008, Defendants looked for ways to withhold from Plaintiff compensation to which he was entitled, and to deceive him into believing that the money which would have been paid to both Defendants as well as to Plaintiff as compensation, was instead being held in the company's coffers.

21. In order to hide from Plaintiff the real fact that Defendants were paying to Defendants BERNSTEIN the full earnings received as commissions, and thereby depriving Plaintiff of the 15% thereof to which he was entitled, they knew they had to terminate Plaintiff's function of calculating each person's entitlement to payment out of commissions received. Therefore, in early 2008, SIMON BERNSTEIN told Plaintiff that the Defendants BERNSTEIN felt that Plaintiff was spending too much time on making the said calculations, and that Plaintiff's time would be better spent in building the business. SIMON BERNSTEIN told

Plaintiff that he and TED BERNSTEIN had decided to pay themselves and Plaintiff identical salaries of not less than $1,000,000 each for 2008, and to distribute any profits beyond the total thus paid to the three owners, the Defendants BERNSTEIN and Plaintiff, according to their respective percentages of ownership, Plaintiff's share being 10%. Plaintiff, having thus far believed he was receiving whatever compensation he was entitled to, and having no reason to realize that this was a ruse to keep him in the dark as to the true state of affairs, readily acceded to his being relieved of the bookkeeping duties regarding calculating the disposition of moneys received.

22. Through misrepresentations made from 2008 through the date of filing of this Complaint, Defendants knowingly made false statements to Plaintiff to hide their scheme to withhold from Plaintiffs money to which he was entitled. For example, at times they claimed that money being received was not being paid as salary or distributions to either of Defendants BERNSTEIN but was being withheld and placed in company accounts, for eventual distribution. As Plaintiff and Defendants could afford to wait until year's end to be paid their distributions, and as Defendants BERNSTEIN assured Plaintiff that the payment arrangement would apply to all three equally, Plaintiff did not question the truthfulness of their representations..

23. In furtherance of their scheme to deprive Plaintiff of salary he had earned and to which he was entitled, Defendants intercepted mail addressed to Plaintiff, removed therefrom commission checks representing full commissions, deposited the same to their own accounts or otherwise converted the funds,, and willfully withhold from Plaintiff his salary. Defendants BERNSTEIN also opened Plaintiff's mail containing checks payable to him which were unrelated to Defendants' business.

24. In 2011, the Defendants BERNSTEIN decided to deceive Plaintiff into giving up

his 10% share in the business. Although he had never seen a stock certificate, Plaintiff had in fact been given K-1 statements reflecting his salary, which appeared to approximate 10% of the net profits or losses of LIC, after salary was paid. TED BERNSTEIN told Plaintiff that their accountants had discovered a taxable event which could cause all the owners of the company to have to pay taxes, and that they thought it would be unfair for Plaintiff to have to pay 10% of that tax, so TED BERNSTEIN promised that if Plaintiff would sign a paper ceding his 10% interest, TED BERNSTEIN would simply hold it and it would not become operative unless the tax liability came to exist. Plaintiff was assured that nothing would happen with the stock ownership until Plaintiff and the Defendants BERNSTEIN discussed the situation further after the Holiday Season.

25. Because of the misrepresentations, willful concealments of material facts, duplicity and deceit practiced by Defendants upon Plaintiff as described in preceding paragraphs 20 through 24, Plaintiff was reasonably of the belief that Defendants had complied , or intended to comply, with their material obligations to Plaintiff under the contract between them, and therefore was prevented from knowing, for a period of years, that these causes of action existed. The acts of Defendants in making false statements and withholding material information continues from its inception to the date of the filing hereof.

I. ACCOUNTING
(Against LIC and ARBITRAGE, for Accounting as to Withholding of Money Due Plaintiff)

26. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 24, inclusive.

27. The relationship between Plaintiff and the Defendants, particularly as affected by

Defendants' acts described in preceding paragraphs 20 through 25, inclusive, created a situation where Defendants had sole access to, receipts generated by Plaintiff's efforts, and to books and records reflecting said receipts and the other information from which can be calculated all moneys due to Plaintiff under his arrangement with Defendants.

28, The period of time during which Plaintiff has been deprived of moneys due him spans approximately four and a half years, the numerosity of the sources of receipts by Defendants of moneys from which the amounts due Plaintiff may be calculated, and the changes in the formula under which, and manner in which, Plaintiff was to be paid, all involve extensive and complicated accounts, and Plaintiff's remedy at law could not be as full, adequate and expeditious as it is in equity.

WHEREFORE, Plaintiff prays for an adjudication of Plaintiff's right to a full and complete accounting from Defendants, and for such orders of Court as will require the Defendants to provide Plaintiff with all records and copies of documents, dated from the date in 2003 when Plaintiff first began his efforts to generate sales of the concept described in paragraph 11 above to the present, as will reveal his right to, and the amount of, all amounts: (a) received as commissions on said concepts or any other commissions as to which Plaintiff was entitled to a share; (b) due to Plaintiff, whether paid or not; (c) paid to Plaintiff, whether for commissions, salary, distributions, expenses or any other reason; (d) paid to each of the Defendants out of moneys received as commissions; (e) deposits of any and all moneys received as commissions by any Defendants to any accounts, including the name of the entity whose account was involved, the number(s) of each such account; the address of the branch or other facility through which any Defendant dealt with such entity; (f) calculations as to moneys paid , to be paid, or not to be paid to Plaintiff, together with such other and further relief as the Court may deem just

and appropriate.

II. ACCOUNTING
(Against TED S. BERNSTEIN and SIMON BERNSTEIN, for Accounting as to Money Due to Plaintiff Which Said Defendants Converted)

29. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 24, inclusive.

30. The relationship between Plaintiff and the Defendants, particularly as affected by Defendants' acts described in preceding paragraphs 20 through 25, inclusive, created a situation where Defendants had sole access to, receipts generated by Plaintiff's efforts, and to books and records reflecting said receipts and the other information from which can be calculated all moneys due to Plaintiff under his arrangement with Defendants.

31, The period of time during which Plaintiff has been deprived of moneys due him spans approximately four and a half years, the numerosity of the sources of receipts by Defendants of moneys from which the amounts due Plaintiff may be calculated, and the changes in the formula under which, and manner in which, Plaintiff was to be paid, all involve extensive and complicated accounts, and Plaintiff's remedy at law could not be as full, adequate and expeditious as it is in equity.

WHEREFORE, Plaintiff prays for an adjudication of Plaintiff's right to a full and complete accounting from Defendants, and for such orders of Court as will require the Defendants to provide Plaintiff with all records and copies of documents, dated from the date in 2003 when Plaintiff first began his efforts to generate sales of the concept described in paragraph 11 above to the present, as will reveal his right to, and the amount of, all amounts: (a) received as commissions on said concepts or any other commissions as to which Plaintiff was entitled to a

share; (b) due to Plaintiff, whether paid or not; (c) paid to Plaintiff, whether for commissions, salary, distributions, expenses or any other reason; (d) paid to each of the Defendants out of moneys received as said commissions; (e) deposits of any and all moneys received as commissions by any Defendants to any accounts, including the name of the entity whose account was involved, the number(s) of each such account; the address of the branch or other facility through which any Defendant dealt with such entity; (f) calculations as to moneys paid , to be paid, or not to be paid to Plaintiff, together with such other and further relief as the Court may deem just and appropriate.

III. BREACH OF ORAL CONTRACT
(Against All the Defendants)

32. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 24, inclusive.

33. The arrangement between Plaintiff and Defendants as described in paragraphs 11 and 13 above, and as modified by the parties as further described above, constituted a contract between them.

34. An express term of that contract involved the commitment of Defendants to calculate, and to pay to Plaintiff, fully and timely, all sums due to him under the parties' contract, whether as commissions, salary, distributions, expenses or any other reason

35. The parties initially performed the duties required of them under said contract.

36. However, as described above in paragraphs 20 through 25, inclusive, Defendants willfully and maliciously agreed to breach their contract with Plaintiff by withholding from Plaintiff moneys due him under the contract.

37. Defendants did withhold such moneys due Plaintiff.

38. The withholding of such moneys constituted a material breach of the contact between Plaintiff and Defendants.

39. There is therefore due to Plaintiff from Defendants all amounts due under said contract, together with prejudgment and post-judgment interest on said amounts.

WHEREFORE, Plaintiff prays for judgment against Plaintiffs, jointly and severally, for the full amount of moneys due to Plaintiff under the terms of their contract, including agreed-upon modifications thereof, together with prejudgment and post-judgment interest on said amounts, together with such other and further relief as the Court may deem just and appropriate.

IV. BREACH OF IMPLIED COVENANT Of GOOD FAITH and FAIR DEALING

40. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 24, inclusive, and paragraphs 33 through 38, inclusive.

41. The said contract, as a matter of law, contained an implied covenant of good faith and fair dealing, obligating the parties to honor every express term of the agreement..

42. Among the express terms of the oral contract between the parties were (a) that Plaintiff would be constantly apprised, either through being permitted to calculate all amounts due the Defendants out of commissions, or through being advised of all receipts of commissions and the disposition thereof, or the amounts due to Plaintiff for any reason under the terms of the contract; and (b) that Plaintiff would be fully and promptly paid all such amounts due him.

43. Through their actions as described in preceding paragraphs 20 through 25, inclusive, the Defendants willfully breached the said express of the contract.

WHEREFORE, Plaintiff prays for judgment against Plaintiffs, jointly and severally, for

the full amount of moneys due to Plaintiff under the terms of their contract, including agreed-upon modifications thereof, together with prejudgment and post-judgment interest on said amounts, together with such other and further relief as the Court may deem just and appropriate.

V. BREACH OF FIDUCIARY DUTY

41. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 24, inclusive.

42. Plaintiff reposed full confidence in the defendants BERNSTEIN, and trusted them and relied on them to be as good as their word and to deal honestly with him, for a variety of reasons. Plaintiff knew of SIMON BERNSTEIN as a major figure in the insurance industry, prior to their becoming parties to the agreement involved herein. Moreover, Plaintiff and the Defendants BERNSTEIN had formed a social relationship which had grown into what Plaintiff regarded as friendship. Moreover, as the initial situation under their contractual relationship had Plaintiff receiving all information as to commissions received and calculating the amount of money due to Plaintiff and the Defendants BERNSTEIN, as ,mentioned in preceding paragraphs 21 and 22, and also because Plaintiff was told he had been given a minority shareholder interest in LIC, Plaintiff reasonably felt that the Defendants would deal with Plaintiff honestly and fairly, and that the Defendants had no intention of hiding from Plaintiff any information as to the amounts due Plaintiff or as to the Defendants' intention of paying said amounts to Plaintiff

43. Moreover, when Defendants proposed to Plaintiff that Plaintiffs cease being the one to calculate moneys due the parties out of commissions received, the Plaintiff trusted Defendants to make proper, accurate and complete calculations, as Plaintiff had done, and to pay Plaintiff accordingly.

44. Furthermore, when Defendants BERNSTEIN made statements to Plaintiff as to why payments due him were not being paid, as described, for example, in preceding paragraphs 22 through 25, inclusive, and 42, he trusted Defendants to be telling Plaintiff the truth,

45. As a result of the foregoing, a fiduciary relationship existed between Defendants BERNSTEIN and Plaintiff, and there existed in Plaintiff complete confidence and trust in the said Defendants, of which confidence and trust said Defendants were well aware.

46. Defendants BERNSTEIN accepted the trust which Plaintiff reasonably placed in them.

47 Through Defendants' willful misrepresentations and withholding of material information as to their intentions and the purposes for which Plaintiff's payments were not being paid, and through their diversion from Plaintiff of amounts which should have been paid to him, Defendants abused and betrayed Plaintiff's trust and confidence in them, to Plaintiff's great detriment, in that he has been deprived of the said amounts due him, the precise amount of which cannot be calculated without access to Defendants' books and records, and a full accounting by them.

WHEREFORE, Plaintiff prays for judgment against Plaintiffs, jointly and severally, for the full amount of moneys due to Plaintiff under the terms of their contract, including agreed-upon modifications thereof, together with prejudgment and post-judgment interest on said amounts, together with such other and further relief as the Court may deem just and appropriate.

VI. CIVIL THEFT
Against All Defendants

48. This is an action for Civil Theft under Chapter 772, Florida Statutes, more

specifically §772.11, Fla.Stats.

49. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 24, inclusive.

50. All funds which Defendants' records will reveal are due to Plaintiff but which have been deposited to any of the Defendants' accounts or which have been received by any Defendant or diverted by any Defendant to any recipient but Plaintiff are the specific funds to which this Count relates.

51. By refusing to pay to Plaintiff funds due him under their agreement, and by paying said sums to themselves or to others, Defendants have been guilty of criminal theft by conversion, which has been and continues to be performed by Defendants with the criminal intent of stealing his money and depriving him of the possession and use thereof.

52. Written demand for payment of all amounts due Plaintiff has been made to Defendants, more than 30 days preceding the filing of this Complaint, to no avail.

WHEREFORE, Plaintiff prays for judgment against Plaintiffs, jointly and severally, for three times the full amount of moneys due to Plaintiff under the terms of their contract, including agreed-upon modifications thereof, together with prejudgment and post-judgment interest on said amounts, and such other remedies as may be awarded Plaintiff under other Counts herein, together with such other and further relief as the Court may deem just and appropriate, together with such other and further relief as the Court may deem just and appropriate.

VII. FRAUD
(Against All Defendants)

53. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated

herein, preceding paragraphs 1 through 24, inclusive.

54. Defendants, with the intent to defraud Plaintiff by preventing his receipt of moneys due him from Defendants as commissions, salary, distributions, expenses, and otherwise, made false statements to him and withheld material information from him, all as specifically set forth in preceding paragraphs 20 through 24 above.

55. At the time said statements were made, Defendants knew that they were material and false, and that Plaintiff would rely thereon. At the time said material information was withheld from Plaintiffs, Defendants knew that the information being withheld was material, and that the withholding of the information would cause Plaintiff to rely on the absence of said information

56. Defendants intended for Plaintiff to rely on said false statements of material fact and to rely on the absence of the material facts which were withheld.

57. Plaintiff did rely on the false statements and the withholding of material information, and was damaged thereby. Through the loss the possession and use of moneys due him but withheld by Defendants under their scheme to defraud him of said money.

58. The behavior of Defendants in deceiving Plaintiff and in abusing the trust they had engendered in Plaintiff, as set forth in preceding paragraphs 42 through 47, which are incorporated herein by reference as if expressly restated herein, was in willful and conscious disregard of his rights, and was of such a concerted, premeditated, and outrageous nature as to go beyond the bounds of decency, and constituted rampant fraud.

WHEREFORE, Plaintiff prays for judgment against Plaintiffs, jointly and severally, for the full amount of moneys due to Plaintiff under the terms of their contract, including agreed-upon modifications thereof, together with prejudgment and post-judgment interest on said amounts, together with such other and further relief as the Court may deem just and appropriate.

VIII. EQUITABLE LIEN

59. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 24, inclusive, and paragraphs 54 through 58, inclusive.

60. The bank accounts into which any of the commissions received by Defendants as to which Plaintiff was to receive a share of commissions received, and the operating accounts and other accounts of the corporate Defendants into which said commission checks were deposited were intended by Defendants and by Plaintiff to be the source out of which Plaintiff would be paid, and they therefore were intended to be, and therefore should be, charged by this Court with the obligation of being the source of all amounts Plaintiff was and is to be paid, including amounts not yet paid.

61. Any and all other accounts into which were deposited said commissions or any part thereof, out of which Plaintiff was to be paid, should, out of general considerations of right and justice as applied to the relations of the parties and the circumstances of their dealings, be charged with the obligation of paying Plaintiff.

WHEREFORE, Plaintiff prays for judgment against Plaintiffs, jointly and severally, for the full amount of moneys due to Plaintiff under the terms of their contract, including agreed-upon modifications thereof, together with prejudgment and post-judgment interest on said amounts. Plaintiff further prays for the Court to declare and establish an equitable lien in favor of Plaintiff on all the accounts described in preceding paragraphs 60 and 61, and for all other accounts into which said commissions have been or will be wholly or partly diverted, and on all assets of Defendants or third parties which have been purchased wholly or partly with the

diversion of said funds due Plaintiff. Plaintiff further prays for such other and further relief as the Court may deem just and appropriate.

IX. CONTRACT IMPLIED IN LAW

62. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 25, inclusive.

63. By keeping the moneys due Plaintiff, Defendants have been unjustly enriched.

64. By agreeing to permit Defendants to receive, possess and control the paperwork revealing commissions received, and by agreeing that Defendants would assume the function of calculating amounts due the parties, Plaintiff conferred on Defendants the benefit of controlling the disposition of the funds received, including those due Plaintiff. The Defendants, having induced Plaintiff to confer said benefit, knew of the benefit and accepted and retained the benefit and abused it to defraud the Plaintiff.

65. The Circumstances are such that it would be inequitable for the Defendants to retain the benefit of the possession and use of funds due Plaintiff

WHEREFORE, Plaintiff prays for judgment that there exists a contract implied in law with the terms against Defendants described above, and for judgment against all Defendants, jointly and severally, for the full amount of moneys due to Plaintiff under the terms of their contract, including agreed-upon modifications thereof, together with prejudgment and post-judgment interest on said amounts, together with such other and further relief as the Court may deem just and appropriate.

X. CONSTRUCTIVE TRUST

66. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 24, inclusive.

67. The bank accounts into which any of the commissions received by Defendants as to which Plaintiff was to receive a share of commissions received, and the operating accounts and other accounts of the corporate Defendants into which said commission checks were deposited were intended by Defendants and by Plaintiff to be the source out of which Plaintiff would be paid, and they therefore were intended to be, and therefore should be, charged by this Court with the obligation of being the source of all amounts Plaintiff was and is to be paid, including amounts not yet paid.

68. Any and all other accounts into which were deposited said commissions or any part thereof, out of which Plaintiff was to be paid, should, out of general considerations of right and justice as applied to the relations of the parties and the circumstances of their dealings, be charged with the obligation of paying Plaintiff.

.WHEREFORE, Plaintiff prays for judgment against Plaintiffs, jointly and severally, for the full amount of moneys due to Plaintiff under the terms of their contract, including agreed-upon modifications thereof, together with prejudgment and post-judgment interest on said amounts. Plaintiff further prays for the Court to declare and establish a constructive trust in favor of Plaintiff on all the accounts described in preceding paragraphs 60 and 61, and for all other accounts into which said commissions have been or will be wholly or partly diverted, and on all assets of Defendants or third parties which have been purchased wholly or partly with the diversion of said funds due Plaintiff. Plaintiff further prays for such other and further relief as the Court may deem just and appropriate.

XI. INDEMNIFICATION

69. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 24, inclusive.

70. When Defendants entered the arrangement with Plaintiff described in preceding paragraph 13, SIMON BERNSTEIN, acting for himself and on behalf of the corporate Defendants and TED BERNSTEIN, and for their collective and shared benefit, told Plaintiff that it would be better for the simplicity of administration, if Plaintiff would arrange for all commissions, paid by insurance companies for sales of the said product by the Defendant companies, to be paid in the name of Plaintiff., even though Plaintiff would ultimately receive only 15% thereof.

71. Plaintiff, believing the representation that this was being requested solely to simplify bookkeeping and administration, agreed to receive all commissions in his own name, even though the bulk of each commission would become the property of the various Defendants.

72. At the time Defendants, through SIMON BERNSTEIN, represented to Plaintiff that the reason for their request that Plaintiff receive all commissions solely in his own name was for administrative simplicity, they knew that they had an ulterior motive in making this request. Their said motive was that, in the event any insurance company which had paid a commission for sale of the said product were to request a full refund of the commission on the ground that the insurance client or the broker had falsified the application for the policy, Defendants intended to disclaim liability therefor, and to avoid personal and corporate responsibility for any requests for refund of commissions paid, even though they collectively have received 85% of each such commission.

73. Plaintiff, acting in good faith, did not realize that Defendants were concealing this motive, or that such was their motive, and he reasonably relied on their representations as to the reason for the request, to his detriment.

74. As a direct and proximate result of the Defendants' representations, Plaintiff will have nominal full liability for refund of any commissions thus sought to be refunded as described in preceding paragraph 72. Such liability creates the certainty that requests for refunds will be made solely to Plaintiff, even though Defendants received 85% of the commissions.. Such disproportionate and unfair liability has been caused by the willful misrepresentation by Defendants.

75. Plaintiff was without fault in reasonably relying on the said representations.

76. Defendants were solely at fault in creating the said liability.

77. There was a special relationship between Plaintiff and the Defendants, because Plaintiff was acting as the nominal agent for Defendants in receiving in his name 100% of the commissions, making him vicariously liable for the refund of the 85% of commissions which were retained by Defendants for their own benefit.

78. Moreover, Defendants had ceased to pay Plaintiff any commissions. Instead, as an employee he was now receiving a salary. To reflect Plaintiff's successful generation of Defendants' business, Defendants made Plaintiff's salary approximate 15% of the amount of commissions received. Nonetheless, as Plaintiff was not receiving any share of commissions *per se*, he should not have his indemnification limited to 85%, but rather it should be to the full 100% of all commissions being refunded.

WHEREFORE, Plaintiff prays for a Judgment in his favor, and against all Defendants, Adjudicating them under an obligation to defend, hold harmless and indemnify Plaintiff from

and against refund claims for said commissions, to the extent of 100% thereof, and for such other and further relief as the Court shall deem just and appropriate.

July 30, 2012

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IN THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA
IN RE: ESTATE OF SIMON BERNSTEIN, Deceased
CASE NO. 502012CP004391 IZ XXXXSB

DOD: 09/13/2012
Date of First Publication of Notice to Creditors: 10/16/2012
End of Creditor Period: 01/16/2013
Last day to file objection to claims: 30 days after timely filing of claim

Our File No. 11187.006

No.	Creditor	Amount of Debt	NTC Received	Claim Filed	Secured/Unsecured	Objection Filed	Satisfaction Filed
1.	American Pioneer Life Insurance PO Box 13090 Pensacola, FL 3259103090 PO Box 504518 St. Louis, MO 63150-4518	$268.00	12/19/2012 12/20/2012				
2.	Wells Fargo Bank PO Box 660930 Dallas, TX 75266-0930 PO Box 4233 Portland, OR 97208-4233 home equity line ending in 190001	$523,019.85	12/19/2012 12/20/2012	11/09/2012			
3.	American Express PO Box 360001 Ft. Lauderdale, FL 33336-0001 PO Box 297812 Fort Lauderdale, FL 33329-7812 PO Box 297879 Fort Lauderdale, FL 33329-7879	$34,215.15	12/19/2012	01/10/2013			
4.	Chase Card Services PO Box 15298 Wilmington, DE 19850	$???	12/20/2012	Barred - No claim filed			
5.	CBIZ Goldstein Lewin PO Box 953152 St. Louis, MO 63195-3152	$1,886.94	12/20/2012	01/16/2013			

Estate of Simon Bernstein
Summary of Claims

DOD: 09/13/2012
Date of First Publication of Notice to Creditors: 10/16/2012
End of Creditor Period: 01/16/2013
Last day to file objection to claims: 30 days after timely filing of claim

CLAIM	AMOUNT	DATE FILED	OBJ. FILED	NOTES
William E. Stansbury	"in excess of" $2.5 million	November 6, 2012		
Wells Fargo Bank home equity line Acct. ending 190001	$523,019.85	November 9, 2012		
West Asset Management, Inc. Amex Acct #4006	$34,215.15	January 10, 2013		
CBIZ Goldstein Lewin	$1,886.94	January 16, 2013		

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,
Plaintiff,

CASE NO: **50 2012 CA 013933 MB AA**

v.

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN and as co-trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,
Defendants.
_____/

AMENDED COMPLAINT

WILLIAM E. STANSBURY, by and through undersigned counsel, sues the Defendants and states:

1. This is an action for money damages in excess of $15,000, and for equitable relief.

2. Plaintiff (hereinafter referred to as "STANSBURY") is *sui juris*, and a resident of Palm Beach County, Florida.

3. Defendant TED S. BERNSTEIN ("TED BERNSTEIN"), is *sui juris*, and a resident of Palm Beach County, Florida.

4. SIMON L. BERNSTEIN ("SIMON BERNSTEIN") died on or about September 13, 2012, after the filing of the initial Complaint in this action. At the time of his death, SIMON BERNSTEIN was *sui juris*, and was a resident of Palm Beach County, Florida. Defendants

Donald R. Tescher and Robert L. Spallina are serving as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN (the "ESTATE")which ESTATE is presently open and pending in the Palm Beach County Circuit Court, *In re: Estate of Simon L. Bernstein*, Case No. 502012CP004391XXXXSB (the "Estate Proceeding"). In accordance with Section 733.705, Florida Statutes, STANSBURY hereby brings this independent action against the ESTATE with respect to his Statement of Claim that was filed and objected to in the Estate Proceeding.

5. Defendant, LIC HOLDINGS, INC. ("LIC Holdings") is a Florida corporation with its principal place of business in Palm Beach County, Florida.

6. Defendant, ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, formerly known as ARBITRAGE INTERNATIONAL HOLDINGS, LLC, ("ARBITRAGE") is a Florida limited liability company with its principal place of business in Palm Beach County, Florida.

7. Defendant, BERNSTEIN FAMILY REALTY, LLC is a Florida limited liability company doing business in Palm Beach County.

8. Defendant, the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008 ("SHIRLEY'S TRUST"), owns real property in Palm Beach County, Florida. Based upon information and belief, Donald R. Tescher and Robert L. Spallina are serving as co-trustees of SHIRLEY'S TRUST. This Court has personal jurisdiction over the trustees and the beneficiaries of SHIRLEY'S TRUST under Section 736.0202, Florida Statutes, as the principal place of administration of SHIRLEY'S TRUST is in Palm Beach County, Florida. This court has subject matter jurisdiction over this action under Section 736.0203, Florida Statutes. Venue is proper in Palm Beach County, Florida, under Section 736.0204, Florida Statutes, as the principal place of administration of SHIRLEY'S TRUST is in Palm Beach County, Florida and one or more of the beneficiaries of SHIRLEY'S TRUST reside in Palm Beach County, Florida.

9. The acts and incidents giving rise to the causes of action alleged herein arose in Palm Beach County, Florida.

Background

10. STANSBURY has worked in the insurance industry for virtually all of his adult life. After 30 years, he had become well-known and highly regarded by major insurance companies, their principals and others throughout the insurance industry, at all levels thereof, as well as by professionals, including attorneys, CPA's, financial advisors, wealth managers and others who were involved in serving, or otherwise dealing with insurers, insurance brokers and life insurance products.

11. SIMON BERNSTEIN dealt at sophisticated levels of the insurance industry and specialized in developing and marketing insurance concepts suitable for persons of high net worth to incorporate into their wealth management and estate planning.

12. TED BERNSTEIN, the son of SIMON BERNSTEIN, was also actively involved in selling life insurance products in conjunction with attorneys, CPAs and other professionals, to be incorporated into high net worth individuals' financial and estate planning.

13. TED BERNSTEIN approached STANSBURY, urging STANSBURY to spearhead the marketing of a unique insurance concept, newly developed by a prominent law firm, which was designed for use in the financial and estate planning of high net worth individuals.

14. TED BERNSTEIN told STANSBURY that he knew of STANSBURY's expertise and reputation in the insurance and related industries, and that STANSBURY was skilled at and accustomed to speaking and marketing insurance products to groups of professionals. He realized that STANSBURY, because of his knowledge, reputation and abilities, would be well suited to market this concept nationwide through prominent and experienced professionals.

15. In 2006, SIMON BERNSTEIN and TED BERNSTEIN (collectively, "BERNSTEIN" or the "BERNSTEINS") formed Defendants LIC Holdings and ARBITRAGE for the purpose of marketing and selling certain life insurance products to high net worth individuals for their wealth management and estate planning needs.

16. STANSBURY agreed to become an employee of LIC Holdings, Inc. and ARBITRAGE and agreed to a salary of 15% of net commissions received on all products, including renewals.

17. STANSBURY worked with diligence and skill, traveling throughout the United States, generating ever-increasing sales and generating very large commissions. By 2006, nationwide sales were resulting in substantial commissions on new policies and renewal commissions.

18. Also in 2006, SIMON BERNSTEIN told STANSBURY that STANSBURY was being rewarded for his efforts and the explosive growth of the business, such that he would receive a 10% ownership interest in LIC Holdings, Inc.

19. In February of 2008, SIMON BERNSTEIN approached STANSBURY with the suggestion that rather than STANSBURY performing computations on a monthly basis as to how much should be paid to him based upon 15% of the commissions derived from policies sold by STANSBURY, the BERNSTEINS and STANSBURY should forego monthly payouts and defer compensation until the end of 2008, when year-end computations could be made. It was suggested that in December, year-end computations would be made and salaries would be paid in December 2008 or January of 2009. It was specifically represented to STANSBURY that neither SIMON BERNSTEIN, TED BERNSTEIN nor STANSBURY would take any compensation until the year-end accounting was performed in December of 2008 or January, 2009.

20. STANSBURY relied on SIMON BERNSTEIN's representations that, among other things, his time would be better spent building the business rather than performing monthly calculations of income. STANSBURY relied on SIMON BERNSTEIN's representation that they would all be paid identical annual salaries of not less than $1,000,000 at the end of 2008 to be applied against STANBURY's 15%. Any compensation to STANSBURY over and above his 15% would be paid to him in accordance with his ownership percentage of 10%.

21. STANSBURY, having no reason to believe that the representations by SIMON BERNSTEIN were false and only a ruse to keep him from inquiring as to corporate revenue and distributions, acceded to his being relieved of the bookkeeping duties regarding calculating the disposition of monies on a monthly basis throughout the year.

22. In 2008, STANSBURY received only $420,018.00, all from commissions earned for sales in 2007 but paid in the January of 2008. STANSBURY received no payments for commissions received after January, 2008.

23. Unbeknownst to STANSBURY at that time, SIMON BERNSTEIN was paid $3,756,229.00 and TED BERNSTEIN was paid $5,225,825.00 in 2008.

24. The net retained commissions by LIC Holdings and ARBITRAGE, not including renewals for 2008 were approximately $13,442,549.00. As such, STANSBURY was entitled to, at the very minimum, 15% of $13,442,549.00, or $2,016,382.35.

25. Since that time, SIMON BERNSTEIN and TED BERNSTEIN have secreted commissions received by LIC Holdings and ARBITRAGE into Bernstein family trusts and other entities as more specifically set forth below. Those trusts have since invested in real estate, also as more particularly set forth below.

26. Throughout 2009, SIMON BERNSTEIN and TED BERNSTEIN continued to make false statements to STANSBURY to hide the fact that they had looted the corporations for their

own personal benefit by withdrawing millions in 2008 and 2009, all to the financial detriment of STANSBURY. The BERNSTEINS represented that the money was not being paid as salary or distributions because the funds needed to be held in the corporate bank accounts to show to potential lenders the financial stability of the company.

27. STANSBURY relied upon these continuing representations of Defendants to his detriment. Because STANSBURY was told that potential funding sources for the business needed to see that capital of the company was available, he took no action when he did not receive any compensation for 2009 and paid only $30,000 in 2010.

28. STANSBURY believes that some or all of the funds to which he was entitled and/or assets attributable to such funds were placed into certain entities, including but not limited to BERNSTEIN FAMILY REALTY, LLC and SHIRLEY'S TRUST. For example, based on information and belief, some or all of the funds to which STANSBURY was entitled were invested in certain parcels of real property, which parcels were conveyed to the trustee of SHIRLEY'S TRUST on or about May 20, 2008, including but not limited to a 4,220 square foot oceanfront condominium unit in a complex known as "The ARAGON" in Boca Raton, located at 2494 So. Ocean Boulevard, Boca Raton, Florida and a mansion in St. Andrew's Country Club located at 7020 Lions Head Lane, Boca Raton, Florida.

29. In order to continue their scheme to defraud, SIMON BERNSTEIN and TED BERNSTEIN failed and refused to account for renewal commissions and failed to supply any financial information to STANSBURY concerning LIC Holdings, Inc. or ARBITRAGE INTERNATIONAL MANAGEMENT, LLC.

30. In furtherance of their scheme to deprive STANSBURY of salary he had earned and shareholder distributions to which he was entitled, SIMON BERNSTEIN and TED BERNSTEIN intercepted mail addressed to STANSBURY, removing commission checks representing

commissions due to STANSBURY, deposited the funds into their own accounts and otherwise converted the funds. SIMON BERNSTEIN and TED BERNSTEIN also opened STANSBURY's mail containing checks payable to him which were unrelated to them and the businesses.

31. In 2011, the Defendants BERNSTEIN decided to deceive STANSBURY further. STANSBURY had for years been given K-1 statements reflecting his 10% ownership of LIC Holdings. At the end of 2011, TED BERNSTEIN told STANSBURY that the company accountant had discovered a taxable event which could cause STANSBURY, as an owner of LIC Holdings to pay taxes on phantom income. TED BERNSTEIN promised that if STANSBURY would sign a paper ceding his 10% interest in LIC Holdings, he would not have to pay the tax. TED BERNSTEIN promised he would hold the paper, promising it would not become operative until STANSBURY and the Defendants BERNSTEIN discussed the situation further in the first quarter of 2012.

32. Because of the misrepresentations, willful concealments of material facts, duplicity and deceit practiced by Defendants upon STANSBURY, STANSBURY reasonably believed that Defendants had complied, or intended to comply with their obligations to STANSBURY under the contract between them. STANSBURY, therefore, was prevented from knowing for a period of years that the causes of action ASSERTED HEREIN existed.

33. By the second quarter of 2012, STANSBURY developed the belief that the BERNSTEINS' representations over the years were wholly false and he sought legal counsel.

34. STANSBURY has retained the law firm of Peter M. Feaman, P.A. and has agreed to pay it a reasonable fee for its services rendered herein.

COUNT I - ACCOUNTING
(Against LIC Holdings and ARBITRAGE, for Accounting)

35. STANSBURY hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 34, inclusive.

36. The relationship between STANSBURY and the Defendants, particularly as affected by Defendants' acts described in preceding paragraphs 19 through 27 created a situation where Defendants had sole access to receipts generated by STANSBURY's efforts, and to books and records reflecting said receipts and the other information from which can be calculated all moneys due to STANSBURY under his arrangement with Defendants.

37. The period of time during which STANSBURY has been deprived of monies due him spans approximately four and a half years. The various sources of revenue to Defendants of monies from which the amounts due STANSBURY may be calculated, the manner in which STANSBURY was to be paid, and the amount due STANSBURY all involve extensive and complicated accounts, and STANSBURY's remedy at law cannot be as full, adequate and expeditious as it is in equity.

WHEREFORE, Plaintiff STANSBURY prays for an adjudication of Plaintiff's right to a full and complete accounting from Defendants, LIC Holdings and ARBITRAGE, and for such orders of Court as will require such Defendants to provide STANSBURY with all records and copies of documents from January 1, 2006 to the present, in order to reveal his right to, and the amount of all sums: (a) received as commissions to which STANSBURY was entitled to a share; (b) due to STANSBURY, whether paid or not; (c) paid to STANSBURY, whether for commissions, salary, distributions, expenses or any other reason; (d) paid to each of the BERNSTEIN Defendants out of monies received as commissions; (e) deposits of any and all moneys received as commissions by any Defendants to any accounts, including the name of the

entity whose account was involved, the number(s) of each such account; the address of the branch or other facility through which any Defendant dealt with such entity; (f) calculations as to moneys paid , to be paid, or not to be paid to STANSBURY, together with an award of court costs and such other and further relief as the Court may deem just and proper.

II. BREACH OF ORAL CONTRACT
(Against LIC Holdings, Inc. and Arbitrage International Management, LLC)

38. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 34, inclusive.

39. The arrangement between STANSBURY and Defendants as described in paragraphs 16 and 24 above, constituted a contract between them.

40. An express term of that contract involved the commitment of LIC Holdings and ARBITRAGE to calculate and to pay to STANSBURY all sums due to him under the contract, whether as commissions, salary, distributions, expenses or any other reason.

41. The Defendants initially performed the duties required of them under said contract.

42. However, Defendants breached their contract with STANSBURY by withholding from STANSBURY monies due him under the contract.

43. The withholding of such monies constitutes a material breach of the contract between STANSBURY and LIC Holdings and ARBITRAGE.

44. There is due to STANSBURY from such Defendants all amounts due under said contract, together with prejudgment and post-judgment interest on said amounts.

WHEREFORE, Plaintiff prays for judgment against Defendants, LIC Holdings, Inc. and ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, jointly and severally, in excess of $1,500,000.00 for the amounts due to Plaintiff under the terms of their contract, together with

prejudgment and post-judgment interest, court costs and such other relief as the Court may deem just and proper.

III. BREACH OF FIDUCIARY DUTY
(Against SIMON BERNSTEIN and TED BERNSTEIN ["BERNSTEINS"])

45. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 34, inclusive.

46. At all material times hereto, SIMON BERNSTEIN and TED BERNSTEIN were officers and majority shareholders of LIC Holdings and ARBITRAGE.

47. As shareholders and officers of LIC Holdings and ARBITRAGE, SIMON BERNSTEIN and TED BERNSTEIN did have and have a fiduciary duty to STANSBURY to act in good faith towards STANSBURY and to act in the best interests of LIC Holdings and ARBITRAGE.

48. At all material times hereto, STANSBURY was and is a shareholder of LIC Holdings.

49. STANSBURY reposed trust and confidence in SIMON BERNSTEIN and TED BERNSTEIN as a result of their position as majority shareholders and officers of LIC Holdings and ARBITRAGE.

50. Further, SIMON BERNSTEIN and TED BERNSTEIN held positions of advantage and control over STANSBURY, not only by virtue of their majority shareholder status, but by having access to the accounting books and records of LIC Holdings and ARBITRAGE, to the exclusion of STANSBURY.

51. STANSBURY reasonably believed that the BERNSTEIN Defendants would deal with STANSBURY honestly and fairly and believed that such Defendants had no intention of

hiding from STANSBURY any information as to the amounts due STANSBURY or payment of the money due to STANSBURY.

52. Moreover, when Defendants proposed to STANSBURY that STANSBURY cease being the one to calculate monies due from the commissions received, STANSBURY trusted the BERNSTEINS to make proper, accurate and complete calculations just as STANSBURY had done and to pay STANSBURY accordingly. As majority shareholders and directors of LIC Holdings and ARBITRAGE, the BERNSTEINS were in a superior position of knowledge and control concerning the finances and affairs of those companies.

53. As a result of the foregoing, a fiduciary relationship existed between the BERNSTEINS and STANSBURY and there existed in STANSBURY complete trust in the BERNSTEIN Defendants.

54. The BERNSTEIN Defendants accepted the trust which STANSBURY reasonably placed in them.

55. The BERNSTEIN Defendants breached their fiduciary duty to STANSBURY by repeated conduct of self-dealing and violations of corporate protocol, including:

a) directing LIC Holdings and ARBITRAGE to make payments to third parties not employed by the corporations and who had performed no services on behalf of the corporations for the personal benefit of the BERNSTEINS;

b) directing the corporations to pay for personal expenses of the wives and other friends of the BERNSTEIN Defendants through corporate credit cards and other forms of payment, notwithstanding that they provided no services for the corporations;

c) transferring monies from LIC Holdings and ARBITRAGE to third party entities including the BERNSTEIN Defendants, the BERNSTEIN FAMILY REALTY, LLC and the

SHIRLEY BERNSTEIN TRUST AGREEMENT for the benefit of the BERNSTEINS, personally;

d) paying themselves exorbitant compensation to the exclusion of STANSBURY;

e) treating LIC Holdings and ARBITRAGE as alter egos of themselves and otherwise handling the affairs of LIC Holdings and ARBITRAGE without regard to corporate protocol;

f) failing to convene annual meetings of the stockholders of LIC Holdings and ARBITRAGE, in violation of Florida law;

g) committing corporate waste by unnecessarily expending corporate assets on unrelated corporate activities;

h) failing to account for the revenue and expenses of LIC Holdings and ARBITRAGE to STANSBURY, who was entitled to compensation as an employee and as a minority shareholder;

i) directing LIC Holdings and ARBITRAGE to take actions to reduce the profit of LIC Holdings and ARBITRAGE so as to prevent STANSBURY from earning his just compensation, in violation of prior agreement of the parties.

56. SIMON BERNSTEIN further breached his fiduciary duty owed to STANSBURY as a minority shareholder by neglecting to perform his duties as an officer and director in a prudent and reasonable fashion.

57. Through Defendants BERNSTEINS' willful misrepresentations and withholding of material information as to their intentions and the purposes for which STANSBURY's payments were not being paid, and through their diversion from STANSBURY of amounts which should have been paid to him, such Defendants abused and betrayed STANSBURY's trust and confidence in them to STANSBURY's great detriment. STANSBURY has been deprived of the amounts due him, the precise amount of which cannot be calculated without access to Defendants' books and records and a full accounting by them.

58. The monetary damages suffered by STANSBURY as a result of the foregoing conduct was suffered by STANSBURY individually and not to the corporation LIC Holdings as a whole, because the conduct as described above prevented STANSBURY from obtaining the benefits of the bargain of his oral agreement with the corporations as more particularly described in Count II above.

59. The foregoing conduct by the BERNSTEINS was done with gross and intentional disregard of the rights of STANSBURY as an employee and minority shareholder of LIC Holdings.

WHEREFORE, Plaintiff prays for judgment against Defendants, SIMON BERNSTEIN and TED BERNSTEIN, jointly and severally, for damages in excess of $1,500,000.00 together with prejudgment and post-judgment interest, court costs and such other relief as the Court may deem just and proper. STANSBURY reserves the right to move to amend to request punitive damages in accordance with Florida Law.

IV. CIVIL THEFT
(Against ARBITRAGE INTERNATIONAL MARKETING, LLC)

60. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 34, inclusive.

61. This is an action for Civil Theft under Chapter 772, Florida Statutes, more specifically §772.11, Fla.Stat.

62. In February, 2012 and March, 2012, Defendant ARBITRAGE intercepted two separate checks made payable to William STANSBURY intended as payment to STANSBURY for matters arising wholly outside his business transactions with the BERNSTEINS, LIC Holdings and ARBITRAGE.

63. Notwithstanding that the checks made payable to William STANSBURY was for sums due STANSBURY by a third party not in connection with the aforesaid business transactions, ARBITRAGE and/or someone acting on its behalf, caused the negotiation of STANSBURY's checks, wrongfully endorsing the checks and retaining the sums that should have been payable to STANSBURY.

64. As a result of the foregoing, Defendant ARBITRAGE has been guilty of criminal theft by conversion with the criminal intent to steal his money and deprive STANSBURY of his possession and use thereof.

65. Written demand for payment of all amounts due STANSBURY has been made to Defendants, more than 30 days preceding the filing of this Complaint, to no avail. A copy of the demand letter is attached hereto as Exhibit "A."

WHEREFORE, Plaintiff prays for judgment against Defendant, ARBITRAGE for three times the full amount of the check made payable to STANSBURY, together with pre-judgment interest and post-judgment interest, attorneys' fees, court costs and any other relief this Court deems just and proper.

V. CONVERSION

66. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 60 through 65, inclusive.

67. Further, during 2012, Defendants TED BERNSTEIN, SIMON BERNSTEIN, LIC Holdings, Inc., ARBITRAGE, or someone acting on their behalves, received and cashed in excess of $30,000.00 worth of commissions checks otherwise payable to Plaintiff.

WHEREFORE, Plaintiff prays for judgment for damages against Defendant, ABRITRAGE, SIMON BERNSTEIN, LIC Holdings, Inc. and TED BERNSTEIN, together with

pre-judgment interest and post-judgment interest, court costs and any other relief this Court deems just and proper.

VI. FRAUD IN THE INDUCEMENT
(Against Ted Bernstein and LIC Holdings, Inc.)

68. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 34, inclusive.

69. In the fourth quarter of 2011, TED BERNSTEIN embarked upon a plan to defraud from STANSBURY his 10% ownership interest in LIC Holdings, Inc. As set forth in paragraph 31 above Defendant TED BERNSTEIN fraudulently induced STANSBURY to sign a document giving up his 10% interest in and to LIC Holdings, Inc.

70. The ceding of his shares in LIC Holdings, Inc. was procured by fraud and STANSBURY relied upon the representations made by BERNSTEIN with regard to signing the document apparently ceding his stock.

71. It was reasonable for STANSBURY to rely on the representations made by BERNSTEIN because at that time STANSBURY was unaware of the breaches of fiduciary duty and breaches of the oral contract that had taken place.

72. As a result of STANSBURY's reliance, STANSBURY has been damaged by the loss of 10% of the shares of LIC Holdings and the rights and remedies to a shareholder related thereto.

WHEREFORE, Plaintiff prays for a judgment for damages against Defendants BERNSTEIN and LIC Holdings, Inc. for the damages caused by the fraudulent conduct of BERNSTEIN as described herein, together with reasonable costs, pre-judgment interest and any other relief this Court deems just and proper.

VII. EQUITABLE LIEN

73. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, paragraphs 1 through 34, above.

74. Defendants, SIMON BERNSTEIN and/or TED BERNSTEIN wrongfully diverted funds from LIC Holdings and ARBITRAGE that rightfully should have been paid to STANSBURY pursuant to their oral agreement.

75. Upon information and belief, SIMON BERNSTEIN and/or TED BERNSTEIN, or both, wrongfully diverted funds from LIC Holdings and/or ARBITRAGE and acquired and/or maintained or improved property located at 7020 Lion's Head Lane, Boca Raton, Florida, legally described as

> Lot 781, St. Andrews Country Club (a PUD) Plat No. 14 according to the plat thereof recorded in Plat Book 57, Page 132 of the public records of Palm Beach County, Florida.

76. Further, upon information and belief, as a result of the funds being wrongfully diverted from LIC Holdings and/or ARBITRAGE, which otherwise rightfully belonged to and should have been paid to STANSBURY, the property legally described as

> Lot 68, Block G Boca Madeira, Unit 2 according to the plat thereof recorded in Plat Book 32, Pages 59 and 60 of the public records of Palm Beach County, Florida, with a property address of 2753 NW 34 Street, Boca Raton, Florida,

was encumbered with a mortgage representing wrongfully diverted funds which were loaned in the form of a second mortgage to Defendant, BERNSTEIN FAMILY REALTY, LLC, a Florida limited liability company.

77. Upon information and belief, as a result of the funds being wrongfully diverted from LIC Holdings and/or ARBITRAGE which otherwise should have been paid to STANSBURY, such funds were used to satisfy a mortgage for the benefit of TED BERNSTEIN on property legally described as

Lot 139, Saturnia Isles, Plat One, recorded in Plat Book 91 at Page 108 of the property records of Palm Beach County, Florida, with a property address of 15807 Menton Bay Court, Delray Beach, Florida

WHEREFORE, Plaintiff prays for the Court to declare and establish an equitable lien in favor of Plaintiff in an amount equal to the funds wrongfully diverted, on the property described herein, and on all other assets of Defendants or third parties as yet unknown, which assets have been purchased wholly or in part, improved or benefitted by the diverted funds due Plaintiff, together with court costs and such other and further relief as this Court may deem just and proper.

VIII. CONSTRUCTIVE TRUST

78. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 73 through 77 above.

WHEREFORE, Plaintiff prays for the Court to declare and establish a constructive trust in favor of Plaintiff on the property described in paragraphs 75 through 77 in an amount equal to the funds wrongfully diverted and on all assets of Defendants or third parties as yet unknown, which assets have been purchased wholly or partly, improved or mortgaged by the diversion of said funds due Plaintiff. Plaintiff further prays for an award of court costs and such other and further relief as the Court may deem just and proper.

IX. VIOLATION OF FLA. STAT. 607.1602 (As to Defendant, LIC Holdings, Inc.)

79. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, paragraphs 1 through 34, above.

80. STANSBURY owns 10% of the issued and outstanding shares of LIC Holdings and has owned these shares since 2006.

81. Pursuant to §607.1602 Fla. Stat. (2012), STANSBURY made demand on LIC Holdings to inspect and copy certain records. A copy of the Demand is attached hereto as Exhibit "A." LIC Holdings refused to respond to the request in direct violation of 607.1602 Fla. Stat. (2012).

82. Section 607.1604(2) Fla. Stat. (2012) states:

> If a corporation does not, within a reasonable time, allow a shareholder to inspect and copy any other record, the shareholder who complies with §607.1602(2) and (3) may apply to the Circuit Court in the county where the corporation's principal office is located for an order to permit inspection and copying of the records demanded.

83. Section 607.1604 Fla. Stat. (2012) requires that the court dispose of an application brought under this section "on an expedited basis."

84. Pursuant to §607.1604(2) Fla. Stat. (2012), Plaintiff requests that this court summarily order inspection and copying of the record previously demanded at the corporation's expense.

85. Pursuant to §607.1604(3) Fla. Stat. (2012), STANSBURY is entitled to an award of his costs including reasonable attorneys' fees incurred in order to obtain the order and enforce his rights unless the corporation or its officers, director or agent proves that the refusal of the inspection is made in good faith because the corporation had a reasonable basis for doubt about the right of the shareholder to inspect or copy the records demanded.

WHEREFORE, Plaintiff, WILLIAM E. STANSBURY requests this Honorable Court to summarily order inspection and copying of the records of LIC Holdings, Inc. previously demanded, at the corporation's expense, together with an award of reasonable costs and attorneys' fees incurred herein.

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that the above and foregoing has been forwarded via e-mail at swergoldj@gtlaw.com; ciaffik@gtlaw.com; steffesj@gtlaw.com; and FLService@gtlaw.com to Jon Swergold, Esq., Greenberg Traurig, P.A., 401 East Las Olas Blvd., Suite 2000, Fort Lauderdale, FL 33301 this 12th day of FEBRUARY, 2013.

PETER M. FEAMAN, P.A.
3615 W. Boynton Beach Blvd.
Boynton Beach, FL 33436
Tel.: 561073405552
Fax: 561-734-5554
pfeaman@feamanlaw.com

By: Peter M. Feaman
Peter M. Feaman
Florida Bar No.: 0260347

The Law Offices
of
PETER M. FEAMAN, P.A.
Strategic Counselor. Proven Advocate.™

Main Office:
3615 Boynton Beach Blvd.
Boynton Beach, FL 33436

Branch Office:
7900 Glades Road
Boca Raton, FL 33434

Peter M. Feaman, Esq.
Nancy E. Guffey, Esq.
Of Counsel

Telephone: (561) 734-5552
Facsimile: (561) 734-5554
pfeaman@feamanlaw.com

June 20, 2012

Via Certified Mail, Return Receipt Requested

PERSONAL and CONFIDENTIAL
Mr. Ted Bernstein, President
LIC Holdings, Inc.
950 Peninsula Corp Circle
Suite 3010
Boca Raton, FL 33487

Re: William (Bill) Stansbury

Dear Mr. Bernstein:

The undersigned represents William (Bill) Stansbury and we are writing this letter on his behalf. Mr. Stansbury received your proposed letter agreement reflecting LIC Holdings' proposal to indemnify its shareholders concerning policies sold under the Cambridge Financing Program. As a result of your proposal, Mr. Stansbury has reviewed with me in detail his dealings with you and your companies over the past 4 to 5 years.

After reviewing the facts with Mr. Stansbury, some of which will be summarized below, I was shocked that he had not consulted legal counsel until now. Be that as it may, and based upon the facts presented to us, we believe you have engaged in fraud, civil theft, breaches of fiduciary duties, and breach of contract, just to name a few. The purpose of this letter is to a). respond to your indemnity proposal and b). request that you pass this letter on to your counsel immediately in the off-chance that these very serious matters can be resolved prior to the filing of legal action. The issues can be summarized as follows:

1. The first issue concerns you and your company's failure to pay salary compensation to Mr. Stansbury. Mr. Stansbury has been making inquiries concerning this for the past 5 months, but to no avail. Mr. Stansbury's claim for unpaid salary arises from three categories:

EXHIBIT A

a. Failure to pay salary based on net retained commissions.

i. Based upon reports prepared by your company for the period of 2007 through 2011, LIC Holdings, Inc. and/or Arbitrage International Holdings, n/k/a Arbitrage International Management, LLC, received $35,384,246.00 in net retained commissions. According to Mr. Stansbury's salary arrangement, he is entitled to 15% of those net retained commissions, which amounts to $5,307,636.90. During this time period, Mr. Stansbury's salary compensation was $2,844,910.00. The shortfall in salary owed to Mr. Stansbury is $2,462,726.90.

ii. There is salary compensation owed to Mr. Stansbury as a result of bridge loans in 2008. You received a $2,000,000.00 settlement in 2010 resulting from the resolution of a lawsuit involving Global Secured Capital. Mr. Stansbury is entitled to 15% of those funds, which is $300,000.00.

iii. In addition, you received $507,891.00 in commissions in connection with the Biviano matter. Mr. Stansbury is entitled to 15% of those funds, which is $76,183.65.

iv. In April of 2012, you received three commissions totaling approximately $200,000.00 in the Levine, Wiss and Berley matters. Mr. Stansbury has been requesting payment of this for weeks, again to no avail. Mr. Stansbury is due salary compensation for these items in the amount of $30,000.00.

Therefore, Mr. Stansbury's total claim for salary arising out of net retained commissions is approximately $2,868,910.55.

The liability for payment of this salary is not limited to LIC Holdings, Inc. or Arbitrage International Management, LLC. This liability also flows to you individually as a result of your breaches of your fiduciary duty owed to Mr. Stansbury and utter failure to abide by corporate governance standards, which conduct is more particularly described below.

b. Mr. Stansbury is also due unpaid salary based on 15% of all renewal commissions since 2008. Mr. Stansbury's salary claim for renewal commissions cannot as yet be determined with specificity due to the fact that you and your office have been opening mail directed to Mr. Stansbury and negotiating checks made payable to him by falsifying his endorsement and depositing those checks into accounts which only you control. This conduct constitutes civil theft and breach of fiduciary duty. We believe this claim amounts to hundreds of thousands of dollars.

c. Salary compensation for 2008. Mr. Stansbury has recently learned that you and Mr. Simon Bernstein received $8,982,124.00 in salary in 2008. By contrast, Mr. Stansbury received $420,018.00, paid to him in January 2008, based on policies sold in 2007. He received zero (no salary compensation) for his 2008 production. It is obvious that you and Simon treated your corporations as personal ATM machines, while completely ignoring your fiduciary

responsibilities to your employee and minority shareholder, Mr. Stansbury. It further appears that after the exorbitant salaries were paid to you, you then loaned the money back to the corporation at an interest rate significantly above market rates in order to meet the cash flow needs of the various entities, again, clearly disregarding your corporate governance responsibilities.

2. Indemnification issues.

Mr. Stansbury has been served with three lawsuits from Phoenix Insurance Company and one from Mr. Wright seeking indemnification as a result of agent misconduct which was in no way attributable to the conduct of Mr. Stansbury. Although all of these matters have been settled, because he was the qualifying agent of record for other policies, he could be the subject of future litigation for refunds of commissions paid. All of these commissions were paid over to you or your companies.

The Indemnification Agreement which you sent to Mr. Stansbury is completely insufficient. You have a duty as a matter of law to indemnify Mr. Stansbury. Your offer of future indemnity is contingent upon "all" commissions that have been received by LIC's present or past shareholders be turned over to LIC. This is nothing short of extortion. Further, your second paragraph states that LIC is "presently insolvent" and has a "negative net worth." You then conclude with the sentence that with the indemnification agreement in place, LIC "may" have sufficient funds to meet its current obligations. Therefore, a simple indemnification from LIC Holdings to Mr. Stansbury is insufficient. Any such indemnification would have to be personally guaranteed by you and Mr. Simon Bernstein.

3. Unauthorized interception of U.S. Mail.

I have been given the understanding that your office has been opening mail directed to Mr. Stansbury personally. This is a federal offense and also constitutes a breach of the fiduciary duty you owe to Mr. Stansbury as an employee and minority shareholder.

There has been no accounting to Mr. Stansbury for any of the checks which may have been sent to him personally on which his signature has been forged, the checks cashed and placed out of the reach of Mr. Stansbury. In 2012, Mr. Stansbury has been receiving checks from Phoenix Life Insurance Company and TransAmerica Life Insurance Company. Mr. Stansbury has been holding these checks. They have now been remitted to the undersigned as attorney for Mr. Stansbury. This office is holding these funds in a separate interest-bearing trust account pending the resolution of this matter.

With regard to all of the other insurance companies for whom Mr. Stansbury is listed as the qualifying agent, he has now informed those companies that all future renewal commissions paid to him personally be sent to Mr. Stansbury at his home address. These funds will then be remitted to the undersigned counsel of record for Mr. Stansbury. We will place these funds in a separate interest-bearing trust account as well. Any attempts by you to contact these insurance

companies will be considered a tortious interference of his business relationship and such activity will be added as a claim in any future legal proceedings.

4. Shareholder status.

Mr. Stansbury has been a 10% shareholder of LIC Holdings, Inc., pursuant to the terms of a Shareholders Agreement. On behalf of Mr. Stansbury, demand is hereby made, pursuant to Florida Statute 607.1602, for inspection of the corporate records including the following:

I. Minutes of the Board of Directors meetings from January 1, 2008 to the present.

II. Minutes of Shareholders' meetings from January 1, 2008 to the present.

III. Records of any actions taken by the Shareholders and/or the Board of Directors without a meeting, from January 1, 2008 to the present.

IV. Accounting and financial records of LIC Holdings, Inc., Arbitrage International Management, LLC, formerly known as Arbitrage International Holdings, LLC, and all other subsidiary or affiliated companies under your control, including, without limitation, income tax returns, general ledgers, balance sheets, profit and loss statements, stock books, bank statements, loan agreements or guarantees, and any other financial books and records from January 1, 2008 to the present.

Mr. Stansbury is seeking to inspect these records in good faith and for the purpose of determining if misappropriation of corporate assets for improper purposes has previously taken or is presently taking place.

I have been made aware of a letter dated December 22, 2011 in which Mr. Stansbury purportedly "ceded" his shares of stock in LIC Holdings, Inc. back to the company. This letter was obtained under false pretenses and is not recognized by Mr. Stansbury as validly conveying his ownership interest in LIC Holdings, Inc.

Please have your legal counsel contact us within ten (10) days. Should we fail to receive a response within that time, Mr. Stansbury will take legal action to protect his rights and interests.

Very truly yours,

PETER M. FEAMAN, P.A.

By: Peter M. Feaman

Peter M. Feaman

PMF/mk
cc: William Stansbury
CC Riggs (e-mail)

Kimberly Moran

From: Kimberly Moran
Sent: Monday, February 04, 2013 3:04 PM
To: 'pfeaman@feamanlaw.com'
Cc: Robert Spallina
Subject: Estate of Simon Bernstein
Attachments: Objection to Claim of William E. Stansbury.pdf

Dear Mr. Feaman:

Attached is a copy of the Objection to Claim of William E. Stansbury that we are filing with the Court.

If you have any questions, please do not hesitate to contact us.

Regards,

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

IN THE CIRCUIT COURT FOR PALM MEACH COUNTY, FL

IN RE: ESTATE OF

SIMON L. BERNSTEIN

Deceased.

PROBATE DIVISION

File No.
502012CP004391IZXXXXSB

COPY
SOUTH COUNTY BRANCH OFFICE
ORIGINAL RECEIVED
JAN 16 2013
SHARON R. BOCK
CLERK & COMPTROLLER
PALM BEACH COUNTY

STATEMENT OF CLAIM BY CBIZ GOLDSTEIN LEWIN

The undersigned hereby presents for filing against the above estate this statement of claim and alleges:

1. The basis for the claim is Professional Fees for services rendered.

2. The name and address of the claimant are CBIZ Goldstein Lewin, 1675 N. Military Trail, 5th Floor, Boca Raton, FL 33486 and the name and address of the claimant's attorney, if any, are as set forth below.

3. The amount of the claim is $1,886.94 which amount is now due.

4. The claim is not contingent or unliquidated.

5. The claim is not secured.

Under penalties of perjury, I declare that I have read the foregoing, and the facts alleged are true, to the best of my knowledge and belief.

Signed on January 15, 2013.

Claimant

Copy mailed to attorney for Personal Representative on 1/19, 2013.

CLERK OF THE CIRCUIT COURT

BY: Susan Kobell

MUST BE FILED IN DUPLICATE

#2619662 v1

CBIZ Goldstein Lewin &
MHM Goldstein Lewin Division
PO Box 953152
St. Louis, MO 63195-3152
Ph: 561-994-5050 F: 561-241-0071

Estate of Simon Bernstein
c/o Tescher & Spallina, P.A.
Attn: Robert Spallina
4855 Technology Way, Suite 720
Boca Raton, FL 33431

Statement Date *1/11/2013*
Client No. *4001350.0*

	Date	Description	Charge	Credit	Balance
		Balance Forward			0.00
92850	11/23/2011	Invoice	5,666.64		5,666.64
	1/30/2012	Payment		3,000.00	2,666.64
	8/31/2012	Credit Memo		779.70	1,886.94
102222	11/12/2012	Invoice	2,861.25		4,748.19
	12/26/2012	Payment		2,861.25	1,886.94

Current Balance $ 1,886.94

0 - 30	31- 60	61 - 90	91 - 120	Over 120	Balance
0.00	0.00	0.00	0.00	1,886.94	$ 1,886.94

To ensure proper credit, please reflect invoice number on check, make check payable to: CBIZ MHM LLC (Boca GL) and remit payment to: PO Box 953152, St. Louis, MO 63195-3152.

Payments received are posted through January 11, 2013

CBIZ

® CBIZ Goldstein Lewin

Simon Bernstein
7020 Lions Head Lane
Boca Raton, FL 33496

Invoice No. 92850
Date 11/23/2011
Client No. 4001350.0
Total Amount Due $ 5,666.64

TO INSURE PROPER CREDIT, PLEASE WRITE INVOICE NUMBER ON CHECK
AND DETACH THIS STUB AND RETURN WITH YOUR PAYMENT

Professional Services Rendered Through October 31, 2011

Accumulation of information and preparation of 1099's for the year ended December 31, 2010.

Accumulation and analysis of information and preparation of U.S. Individual Income Tax Return (Form 1040) for 2010.

Handling of ongoing IRS outstanding tax for the year ended December 31, 2008.

Print 2008 and 2009 K-1s per client's request.

Prepare Amended 2008 Tax Return per IRS 1045 denial letter. $ 7,083.30

Copy of Client Ledger Enclosed. Less: Client Courtesy (1,416.66)

$ 5,666.64

0 - 30	31- 60	61 - 90	91 - 120	Over 120	Balance
5,666.64	0.00	0.00	0.00	0.00	5,666.64

Invoice Due Upon Receipt
Payments Received Are Posted Through Above Invoice Date

Client Name: Simon Bernstein
Invoice No.: 92850

Client No: 4001350
Invoice Date: 11/23/2011

Make check payable to: CBIZ MHM LLC (Boca GL)
Remit payment to: PO Box 953152, St. Louis, MO 63195-3152
Ph: 561.994.5050 ■ F: 561.241.0071 ■ www.cbizgl.com

A finance charge of 1.5% per month will be added to any unpaid balance over 60 days from invoice date.

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF
SIMON BERNSTEIN
Deceased.

PROBATE DIVISION
File Number 502012CP004391XXXXSB
Division PROBATE

STATEMENT OF CLAIM BY WEST ASSET MANAGEMENT, INC. for AMERICAN EXPRESS

The undersigned hereby presents for filing against the above estate this statement of claim and alleges:

1. The basis for the claim is Account # 4006

2. The social security or tax identification number of the claimant is 20-1802547 the name and address of the claimant are **WEST ASSET MANAGEMENT, INC. for AMERICAN EXPRESS, 7171 MERCY RD, PO BOX 6183, OMAHA, NE 68106-0183** and the name and address of the claimant's attorney, if any, are as set forth below.

3. The amount of the claim is $ 34,215.15 which amount is now due, or, if not due, will become due on

4. The claim (is) (is not) contingent or unliquidated. If contingent or unliquidated, the nature of the uncertainty is *The claim is not contingent or unliquidated.*

5. The claim (is) (is not) secured. If secured, the security consists of *The claim is ( ) secured (X) not secured.*

COPY
SOUTH COUNTY BRANCH OFFICE
ORIGINAL RECEIVED
JAN 10 2013
SHARON R. BOCK
CLERK & COMPTROLLER
PALM BEACH COUNTY

Under penalties of perjury, I declare that I have read the foregoing, and the facts alleged are true, to the best of my knowledge and belief.

Signed on January 04, 2013

Claimant

Attorney for Claimant

Copy mailed to attorney for the Personal Representative on 01-04-2013

7171 MERCY RD.
PO BOX 6183
OMAHA, NE 68106-0183
(address)

CLERK OF THE CIRCUIT COURT

Jan 14, 2013

Telephone: 1-800-878-3317

By:

MUST BE FILED IN DUPLICATE

[Print or Type Names Under All Signature Lines]

Bar Form No. P-3.1010
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COPY

west
West
Asset
Management

7171 Mercy Road PO Box 6183 Omaha, NE 68106-0183 1-800-878-3317

01-04-2013

Reference: Enclosed claim by West Asset Management, Inc. for

Client Name	AMERICAN EXPRESS
Client Account Number	4006
Balance Owing	$34,215.15

Regarding:

Decedent's Name	SIMON BERNSTEIN
Estate / Docket Number	502012CP004391XXXXSB
Date of Death	09-13-2012
Social Security Number	

STATE OF FL

COUNTY OF PALM BEACH

Court File No. 502012CP004391XXXXSB

In Re: Estate of
SIMON L BERNSTEIN

WRITTEN STATEMENT OF CLAIM

TO THE PERSONAL REPRESENTATIVE OF THE ABOVE NAMED ESTATE:

Claimant Wells Fargo Bank, N.A. states;

1. Claimant's Address: Attn: Specialty 1 HOME CAMPUS, MAC# X2303-023, Des Moines, IA 50328;

2. Claimant claims that the estate is indebted or will become indebted in the amount of $523,019.85 **plus any interest accrued after the date of this claim and any fees and/or costs accrued after the date of this claim that are required to secure the recovery of the original claim amount).;**

3. That the nature of the claim is Home Equity Line of Credit Account Number ending in 190001;

4. That the claim arose prior to the death of the decedent on or about 6/8/2004, or the claim arose at or after the death of the decedent, on or about 9/13/2012;

5. That claim is secured by 7020 LIONS HEAD LANE, BOCA RATON, FLORIDA 33496;

6. That claim was or will be due and payable as per terms of contract.

7. That if the claim is contingent or un-liquidated, the nature if the uncertainty is as follows:

Dated Thursday, October 25, 2012

Wells Fargo Bank, N.A.

Debra Borrall

Debra Borrall, Vice President Loan Documentation

Wells Fargo Servicing Center
1 Home Campus
Des Moines, IA 50328-0001
MAC # X2303-023
866-401-7737

SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
CIRCUIT PROBATE 2
2012 NOV -9 PM 2:51
COPY

Note: Claim may be presented to Personal Representative or filed with Court Administrator.

Copy Mailed to Attorney
on NOV 16 2012
Clerk of Circuit Civil
By: ELIZABETH BERTONE

HEQPBCL 101612

TS004641

Case: 1:13-cv-03643 Document #: 258-5 Filed: 08/27/16 Page 598 of 1100 PageID #:8938

DRT ____ RLS ____

CLIENT/CASE MAINTENANCE

Client No. **11187.007**
Date Added: **4/30/13**

CLIENT NAME: **Bernstein, Ted**

Address: **950 Peninsula Corporate Circle**
Suite 3010
Boca Raton, FL 33487

Telephone: **(561) 988-8984 ext.101** Fax: **988-0833**

Contact Name: **Bernstein, Ted**

Referral Source:

CASE NAME: **Bernstein, Ted**
Continuing Trusts for Grandchildren

Related Parties:

Name:
Address:
Tel:
Fax:
Relationship:

Name:
Address:
Tel:
Fax:
Relationship:

Kimberly Moran

From: Kimberly Moran
Sent: Monday, June 24, 2013 11:56 AM
To: 'lisa@friedsteins.com'
Cc: Donald Tescher; Robert Spallina
Subject: Bernstein - Grandchildren's Trusts for Max and Carley
Attachments: Will of Simon L. Bernstein dated 07-25-2012.pdf; Simon L. Bernstein Amended and Restated Trust Agreement dtd 7-25-2012.pdf

Dear Ms. Friedstein:

Attached are copies of your father's Last Will and revocable trust agreement executed on July 25, 2012. The trusts for your children are created under these documents, and the accounts should be titled "Lisa Friedstein, Trustee f/b/o (Max Friedstein/Carley Friedstein) under the Simon L. Bernstein Trust dated July 25, 2012.

The EIN's are as follows:

1. For Carley's trust: EIN: 30-6372585
2. For Max's trust: EIN: 30-6372584

If you have any further questions, please do not hesitate to contact us.

Best regards,

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

BERNSTEIN GRANDCHILDREN

Parent: Ted Bernstein

Alexandra Bernstein	7/12/88	30-6348370
Eric Bernstein	7/6/89	30-6348371
Michael Bernstein	3/12/92	30-6348372

Parents: Eliot and Candice Bernstein

Daniel Bernstein	11/26/02	30-6348373
Jake Bernstein	1/1/99	30-6348374
Joshua Bernstein	8/27/97	30-6348368

Parents: Jill and Guy Iantoni

Julia Iantoni	1/7/01	30-6348369

Parents: Pam and Adam Simon

Molly Simon	12/3/90	30-6372583

Parents: Lisa and Jeff Friedstein

Max Friedstein	1/30/96	30-6372584
Carly Friedstein	2/17/98	30-6372585

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON L. BERNSTEIN, File No. _____

Deceased.

PETITION FOR ADMINISTRATION
(testate Florida resident)

Petitioners, ROBERT L. SPALLINA and DONALD R. TESCHER, allege:

1. Petitioners have an interest in the above estate as the named co-personal representatives under the decedent's Will. The Petitioner's addresses are 7387 Wisteria Avenue, Parkland, FL 33076 and 2600 Whispering Oaks Lane, Delray Beach, FL 33445, respectively, and the name and office address of petitioners' attorney is set forth at the end of this Petition.

2. Decedent, SIMON L. BERNSTEIN, whose last known address was 7020 Lions Head Lane, Boca Raton, Florida 33496, whose age was 76, and whose social security number is xxx-xx-5211, died on September 13, 2012, at his home at 7020 Lions Head Lane, Boca Raton, Florida 33496, and on the date of death decedent was domiciled in Palm Beach County, Florida.

3. So far as is known, the names of the beneficiaries of this estate and of decedent's surviving spouse, if any, their addresses and relationship to decedent, and the dates of birth of any who are minors, are:

NAME	ADDRESS	RELATIONSHIP	BIRTH DATE (if Minor)
Ted S. Bernstein	880 Berkeley Street Boca Raton, FL 33487	son	adult
Pamela B. Simon	950 North Michigan Ave. Suite 2603 Chicago, IL 60606	daughter	adult
Eliot Bernstein	2753 NW 34th St. Boca Raton, FL 33434	son	adult
Jill Iantoni	2101 Magnolia Lane Highland Park, IL 60035	daughter	adult

Bar Form No. P-3.0100
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Reviewed October 1, 1998

Lisa S. Friedstein	2142 Churchill Lane Highland Park, IL 60035	daughter	adult
Robert L. Spallina and Donald R. Tescher, co-Trustees of the Simon L. Bernstein Amended and Restated Trust Agreement dated July 25, 2012	4855 Technology Way, Suite 720 Boca Raton, FL 33431	Trust	

4. Venue of this proceeding is in this county because decedent was a resident of Palm Beach County at the time of his death.

5. Robert L. Spallina and Donald R. Tescher, whose addresses are listed above, and who are qualified under the laws of the State of Florida to serve as co-personal representatives of the decedent's estate are entitled to preference in appointment as co-personal representatives because they are the persons designated to serve as co-personal representatives under the decedent's Will.

6. The nature and approximate value of the assets in this estate are: tangible and intangible assets with an approximate value of less than $ Unknown .

7. This estate will not be required to file a federal estate tax return.

8. The original of the decedent's last will, dated July 25, 2012, is being filed simultaneously with this Petition with the Clerk of the Court for Palm Beach County, Florida.

9. Petitioner is unaware of any unrevoked will or codicil of decedent other than as set forth in paragraph 8.

Petitioner requests that the decedent's Will be admitted to probate and that Robert L. Spallina and Donald R. Tescher be appointed as co-personal representatives of the estate of the decedent.

Under penalties of perjury, we declare that we have read the foregoing Petition for Administration, and the facts alleged are true, to the best of our knowledge and belief.

Signed on _____, 2012.

Respectfully Submitted,
TESCHER & SPALLINA, P.A.

_____
Robert L. Spallina, Petitioner

By:_____
ROBERT L. SPALLINA, ESQUIRE
Attorney for Petitioner
Florida Bar No. 0497381
4855 Technology Way, Ste. 720
Boca Raton, FL 33431
561-997-7008
Email: rspallina@tescherspallina.com

_____
Donald R. Tescher, Petitioner

Bar Form No. P-3.0100
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Reviewed October 1, 1998

Kimberly Moran

From: Pam Simon [pambsimon@me.com]
Sent: Monday, April 29, 2013 10:31 AM
To: Ted Bernstein
Cc: Donald Tescher; David (Scooter) Simon; Robert Spallina; Kimberly Moran
Subject: Re: Bernstein Grandchildren's Trusts

Also asking trust id# - thanks

On Apr 29, 2013, at 8:32 AM, Ted Bernstein <tbernstein@lifeinsuranceconcepts.com> wrote:

> Thanks Don - banks are asking for copy of trust. Is what you provided here enough to open accounts? I am in jury duty today with limited access to phone and email.
>
> Ted Bernstein
> 561-988-8984
> tbernstein@lifeinsuranceconcepts.com
>
> On Apr 29, 2013, at 8:15 AM, "Donald Tescher" <dtescher@tescherspallina.com> wrote:
>
>> Attached is an executed copy of Simon's Revocable Trust datedJuly 25, 2012. The relevant provisions are Article II. B. and C. which identify the beneficiaries and the manner in which their shares are to be administered, and Article IV. C.2.a.on page 16 which discusses the trustees for the grandchildren's trusts. Ted, please forward this to your siblings and advise them that they need to open a bank or brokerage account in the name of the trust for each child. The accounts will be titled: "_____(name of parent-trustee), Trustee F/B/O _____(name of child) under the Simon L. Bernstein Trust dated 7/25/2012".
>>
>> We are in the process of assigning tax ID numbers for each of the 10 trusts. We will use the addresses for each of the parent-trustees. Once we have the numbers assembled, we will forward them to you.
>>
>> Donald R. Tescher, Esq.
>> TESCHER & SPALLINA, P.A.
>> 4855 Technology Way, Suite 720
>> Boca Raton, FL 33431
>> Telephone: 561-997-7008
>> Facsimile: 561-997-7308
>> dtescher@tescherspallina.com
>>
>> If you would like to learn more about TESCHER & SPALLINA, P.A.,
>> please visit our website at
>> www.tescherspallina.com<http://www.tescherspallina.com/>
>>
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>>
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>>

>> <Simon L. Bernstein Amended and Restated Trust Agreement dtd
>> 7-25-2012.pdf>

Donald Tescher

From: Donald Tescher
Sent: Monday, April 29, 2013 8:15 AM
To: 'Ted Bernstein'
Cc: 'pambsimon@me.com'; 'David (Scooter) Simon'; Robert Spallina; Kimberly Moran
Subject: Bernstein Grandchildren's Trusts
Attachments: Simon L. Bernstein Amended and Restated Trust Agreement dtd 7-25-2012.pdf

Attached is an executed copy of Simon's Revocable Trust datedJuly 25, 2012. The relevant provisions are Article II. B. and C. which identify the beneficiaries and the manner in which their shares are to be administered, and Article IV. C.2.a.on page 16 which discusses the trustees for the grandchildren's trusts. Ted, please forward this to your siblings and advise them that they need to open a bank or brokerage account in the name of the trust for each child. The accounts will be titled: "_____(name of parent-trustee), Trustee F/B/O _____ (name of child) under the Simon L. Bernstein Trust dated 7/25/2012."

We are in the process of assigning tax ID numbers for each of the 10 trusts. We will use the addresses for each of the parent-trustees. Once we have the numbers assembled, we will forward them to you.

Donald R. Tescher, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
dtescher@tescherspallina.com

If you would like to learn more about TESCHER & SPALLINA, P.A., please visit our website at www.tescherspallina.com

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Donald Tescher

From: Ted Bernstein [tbernstein@lifeinsuranceconcepts.com]
Sent: Saturday, April 27, 2013 3:07 PM
To: Donald Tescher; Pam Simon
Subject: RE: Bernstein Grandchildren's Trusts Under Simon Bernstein Revocable Trust

Once the trust accounts are open at the bank you are using, the money can be wired right after you send me account info.

From: Donald Tescher [mailto:dtescher@tescherspallina.com]
Sent: Saturday, April 27, 2013 2:00 PM
To: Pam Simon
Cc: Ted Bernstein
Subject: Re: Bernstein Grandchildren's Trusts Under Simon Bernstein Revocable Trust

Yes, when I get in on Monday I will email out a PDF copy of the trust. As to funding, speak to Ted as the only funding that may take place now is coming from Shirley's trust that, based on the exercise of the power of appointment, is to be added to these trusts.

Sent from my iPhone
Donald R Tescher, Esq.
Tescher & Spallina, P.A.
4855 Technology Way
suite 720
Boca Raton, FL 33431
561-997-7008
Cell: 561-901-7972

On Apr 27, 2013, at 1:45 PM, "Pam Simon" <pambsimon@me.com> wrote:

> Can we get a copy of Simon's trust and molly's tax id #? also, how long between opening the account and wiring the money/
>
> On Apr 27, 2013, at 10:54 AM, Donald Tescher <dtescher@tescherspallina.com> wrote:
>
> > Give them a copy of Simon's trust. If they have any questions, you can refer them to me.
> >
> > Sent from my iPhone
> > Donald R Tescher, Esq.
> > Tescher & Spallina, P.A.
> > 4855 Technology Way
> > suite 720
> > Boca Raton, FL 33431
> > 561-997-7008
> > Cell: 561-901-7972
> >
> > On Apr 27, 2013, at 11:39 AM, "David \(Scooter\) Simon" <dsimon@stpcorp.com> wrote:
> >
> > > Will do but bank wants copy of trust
> > >
> > > On Apr 27, 2013, at 10:32 AM, "Donald Tescher" <dtescher@tescherspallina.com> wrote:
> > >
> > > > Pam: you need to open a banking or brokerage account in your name as trustee of the trust for the benefit under your father's trust. We can provide a tax ID number. Any distribution to the trust from Shirley's trust will come from Ted who is the trustee of that trust.

Donald Tescher

From: Donald Tescher
Sent: Wednesday, April 24, 2013 10:16 AM
To: 'Ted Bernstein'
Cc: Robert Spallina
Subject: RE: Bernstein Grandchildren's Trusts Under Simon Bernstein Revocable Trust

Ted:

We will need each grandchild's full name and date of birth. Each parent (you and your siblings) will be the trustee of their child's trust. At age 25 the child becomes a co-trustee. Each of the trusts will be assigned a tax ID number. You all can individually decide where you wish to open any bank or brokerage accounts. All of the provisions for these trusts are spelled out in Simon's Trust document. As trustees, you each have fiduciary duties and responsibilities to your beneficiary-child.

Unless separately engaged by us, we do not represent the grandchildren or their trustee-parent with respect to these trusts. At the conclusion of Simon's estate administration, Robert and I as the personal representatives and trustees will cause the remaining assets of his estate and trust to be distributed to these trusts.

Donald R. Tescher, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
dtescher@tescherspallina.com

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From: Ted Bernstein [mailto:tbernstein@lifeinsuranceconcepts.com]
Sent: Wednesday, April 24, 2013 9:11 AM
To: Donald Tescher
Subject: Re: Bernstein Grandchildren's Trusts Under Simon Bernstein Revocable Trust

Don - I will call you today. None of the grandchildren are 25 yet.

Ted Bernstein
561-988-8984
tbernstein@lifeinsuranceconcepts.com

On Apr 23, 2013, at 4:09 PM, "Donald Tescher" <dtescher@tescherspallina.com> wrote:

Call Janet Craig
Oppenheimer
Done
4/24/13
D

CONFORMED COPY

WILL OF

SIMON L. BERNSTEIN

The original of this Will is being held in the safe deposit box of the law firm of Tescher & Spallina, P.A.

I, SIMON L. BERNSTEIN, of Palm Beach County, Florida, hereby revoke all my prior Wills and Codicils and make this Will. I am a widower, but in the event that I marry subsequent to the execution of this Will, I specifically make no provision for my spouse. My children are TED S. BERNSTEIN, PAMELA B. SIMON, ELIOT BERNSTEIN, JILL IANTONI and LISA S. FRIEDSTEIN.

ARTICLE I. TANGIBLE PERSONAL PROPERTY

I give such items of my tangible personal property to such persons as I may designate in a separate written memorandum prepared for this purpose. I give to my children who survive me, divided among them as they agree, or if they fail to agree, divided among them by my Personal Representatives in as nearly equal shares as practical my personal effects, jewelry, collections, household furnishings and equipment, automobiles and all other non-business tangible personal property other than cash, not effectively disposed of by such memorandum, and if no child of mine survives me, this property shall pass with the residue of my estate.

ARTICLE II. EXERCISE OF POWER OF APPOINTMENT

Under Subparagraph E.1. of Article II. of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008, (the "***Shirley Trust***"), I was granted a special power of appointment upon my death to direct the disposition of the remaining assets of the Marital Trust and the Family Trust established under the Shirley Trust. Pursuant to the power granted to me under the Shirley Trust, upon my death, I hereby direct the then serving Trustees of the Marital Trust and the Family Trust to divide the remaining trust assets into equal shares for my then living grandchildren and distribute said shares to the then serving Trustees of their respective trusts established under Subparagraph II.B. of my Existing Trust, as referenced below, and administered pursuant to Subparagraph II.C. thereunder.

ARTICLE III. RESIDUE OF MY ESTATE

I give all the residue of my estate, including my homestead, to the Trustee then serving under my revocable Trust Agreement dated May 20, 2008, as amended and restated from time to time and on even date herewith (the "***Existing Trust***"), as Trustee without bond, but I do not exercise any powers of appointment held by me except as provided in Article II., above, and in the later paragraph titled "Death Costs." The residue shall be added to and become a part of the Existing Trust, and shall be held under

C. **Upon My Death**. Upon my death the Trustee shall collect and add to the trust all amounts due to the trust under any insurance policy on my life or under any death benefit plan and all property added to the trust by my Will or otherwise. After paying or providing for the payment from the augmented trust of all current charges and any amounts payable under the later paragraph captioned "Death Costs," the Trustee shall hold the trust according to the following provisions.

ARTICLE II. AFTER MY DEATH

A. **Disposition of Tangible Personal Property**. If any non-business tangible personal property other than cash (including, but not limited to, my personal effects, jewelry, collections, household furnishings, and equipment, and automobiles) is held in the trust at the time of my death, such items shall be promptly distributed by the Trustee of the trust to such person or persons, including my estate, as to the item or items or proportion specified, as I may appoint, and to the extent that any such items are not disposed of by such appointment, such items shall be disposed of by the Trustee of the trust in exactly the same manner as such items would have been disposed of under the terms and provisions of my Will (including any Codicil thereto, or what the Trustee in good faith believes to be such Will and Codicil) had such items been included in my probate estate. Any such items which are not effectively disposed of pursuant to the preceding sentence shall pass with the other trust assets.

B. **Disposition of Trust Upon My Death**. Upon my death, the remaining assets in this trust shall be divided among and held in separate Trusts for my then living grandchildren. Each of my grandchildren for whom a separate trust is held hereunder shall hereinafter be referred to as a "***beneficiary***" with the separate Trusts to be administered as provided in Subparagraph II.C.

C. **Trusts for Beneficiaries**. The Trustee shall pay to the beneficiary and the beneficiary's children, such amounts of the net income and principal of such beneficiary's trust as is proper for the Welfare of such individuals. Any income not so paid shall be added to principal each year. After a beneficiary has reached any one or more of the following birthdays, the beneficiary may withdraw the principal of his or her separate trust at any time or times, not to exceed in the aggregate 1/3 in value after the beneficiary's 25th birthday, 1/2 in value (after deducting any amount previously subject to withdrawal but not actually withdrawn) after the beneficiary's 30th birthday, and the balance after the beneficiary's 35th birthday, provided that the withdrawal powers described in this sentence shall not apply to any grandchild of mine as beneficiary of a separate trust. The value of each trust shall be its value as of the first exercise of each withdrawal right, plus the value of any subsequent addition as of the date of addition. The right of withdrawal shall be a privilege which may be exercised only voluntarily and shall not include an involuntary exercise. If a beneficiary dies with assets remaining in his or her separate trust, upon the beneficiary's death the beneficiary may appoint his or her trust to or for the benefit of one or more of any of my lineal descendants (excluding from said class, however, such beneficiary and such beneficiary's creditors, estate, and creditors of such beneficiary's estate). Any part of his or her trust such beneficiary does not effectively appoint shall upon his or her death be divided among and held in separate Trusts for the following persons:

Donald Tescher

From: Ted Bernstein [tbernstein@lifeinsuranceconcepts.com]
Sent: Monday, April 22, 2013 8:06 PM
To: Donald Tescher
Subject: Trusts for my kids

Donald - what do we need to do for creation of the 3 kids trusts to establish enough for me to transfer money into their accounts? I have paperwork from JP Morgan to open accounts. Is this something we can do in next day or two?

Thanks...

Ted
561-988-8984
tbernstein@lifeinsuranceconcepts.com

[redacted]

Estate of Bernstein, Simon
Assets

11187.006

©April Matteini, G.G., A. Matteini & Co., P.O. Box 430074, South Miami, FL 33243 · Tel. (561) 613-3387
Appraisal No. Be05142013 – May 14, 2013

Fair Market Value Appraisal
Of
Personal Property
Prepared for
The Estate of Mr. Simon Bernstein

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April Matteini, G.G.
A. Matteini & Co. LLC
Fair Market Value Appraisal
Scope of Work /Terms and Conditions

This appraisal (the "Appraisal") has been prepared by April L. Matteini, G.G. and A. Matteini& Co. LLC (the "Appraiser") and is intended solely for the use of The Estate of Mr. Simon Bernstein (the "Client"), or Client's duly authorized representative, and shall not be disseminated to, relied upon by, or used by any third party. By acceptance and/or use of the Appraisal and/or this appraisal report (the "Appraisal Report") by Client or Client's authorized representative(s), Client agrees to these Scope of Work/Terms and Conditions. The Appraisal Report may not be reproduced in any form without the written consent of Appraiser. Appraiser assumes no responsibility for any unauthorized use of the Appraisal. Possession of the Appraisal Report or any copy of it does not carry with it the right of publication.

To determine the value of the property subject to the Appraisal, Appraiser has used the Market Comparison approach. This approach considers the most accessible information on recent sales of like material. The market comparison approach determines the value which one would pay for an object of similar style, origin, artistic merit or maker. The values in this report are the Fair Market Values, as defined by the IRS, for the piece(s) on September 13, 2012, the date of Mr. Bernstein's death. The appraised property is assumed to be marketable. The value is not valid for retail purposes. In no way does the Appraisal constitute an offer to buy. The Appraisal should not be construed as proof of ownership of the items appraised. The appraised value is based on Appraiser's professional opinion and is not guaranteed. No opinion is expressed as to future or past value. Opinion of quality and grade may vary upon reexamination by another qualified appraiser/gemologist. Changing market conditions may require reappraisal and updated valuation in the future. It shall be Client's obligation to request a reappraisal

Unless noted, Appraiser personally inspected each item of property included in the Appraisal Report. Any sizes or weights were measured, but must still be considered approximate. The weights of mounted gemstones are estimated using accepted gemological formulas. Actual unmounted weights may differ. The quality of the evaluation of a gemstone may differ when removed from the mounting. Some enhancing treatments of diamonds and/or colored gemstones are undetectable by standard gemological equipment. Detection of any enhancements is limited to the gemological equipment on hand. Client has the option, at Client's expense, to submit any article described in the Appraisal to a fully equipped gemological laboratory for further evaluation. Mountings bearing a metal karat or content mark have not been tested to verify their content. Unless otherwise noted, watch cases have not been opened to prevent the voiding of any manufacturer's warranties. The condition of any item, unless otherwise noted, should be considered fair to good.

The descriptions of property in the Appraisal Report are statements of opinion and are not an endorsement expressed or implied, as to the merchantability, correctness of description, genuineness, authenticity or provenance of the particular piece described. The photographs attached to the Appraisal Report are for reference only and not an accurate representation of the size, color, or condition of the gemstone or jewelry.

Fees for the Appraisal are calculated hourly and/or as a flat fee. Compensation to Appraiser for completing the Appraisal is not contingent upon reporting a predetermined value, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of the Appraisal.

Client shall indemnify, defend, and hold Appraiser harmless from and against any actions, claims, liabilities, expenses,

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incurred as a result of claims based on or arising from the appraisal, including but not limited to claims raised by third parties unrelated to the immediate purpose of this appraisal. Any controversy or claim arising out of or relating to this Terms and Conditions, or breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The jewelry of The Estate of Mr. Simon Bernstein was appraised on May 14, 2013 at the office of Tescher & Spallina, 4855 Technology Way, Suite 720, Boca Raton, FL 33431. This Appraisal Report contains ten (10) pages.

As requested by counsel, this Appraisal Report has been provided via e-mail to Client's counsel, hard copies may be requested by contacting A. Matteini & Co.

Spot gold on September 13, 2012: $1773.40 USD per oz.

Estimated Total Fair Market Value: $63,205.00 (Sixty-three thousand two hundred five USD)

List of Equipment and Reference Materials

1. Stereo Microscope
2. Day light lamp
3. UV lamp
4. Fiber optic lamp
5. Gem refractometer
6. Hand held diamond gauge
7. Portable scale
8. Hand held eye loupe 10X
9. Hand held spectroscope
10. GemOro Master Diamond Grading Set (E, G, I, K, M)
11. Industry pricing guides

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Item No. 001
Platinum and Diamonds Ring Mounting
Designed as a three-stone ring mounting with a center four-prong basket head for a round stone, flanked by two round brilliant cut diamonds in similar heads, tapering hoop, signed David Stein, stamped PLAT, 6.128 dwt gross weight

Two (2) Round Brilliant Cut Diamonds
Measurements: 5.05mm x 5.05mm x 3.05 and 5.10mm x 5.12mm x 3.00mm
Carat weight: .47ct each by formula, .94cts total weight by formula
Clarity: VS2
Color: G

Estimated Fair Market Value: $1,625.00
(One thousand six hundred twenty-five USD)

Item No. 002
One (1) Round Brilliant Cut Diamond
Measurements: 10.65mm x 10.72mm x 6.6
Carat weight: 4.78ct
Clarity: SI2
Girdle: medium to thick (indented naturals)
Culet: none
Color: I

Estimated Fair Market Value: $31,300.00
(Thirty-one thousand three hundred USD)

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Item No. 003
Platinum and Diamonds Ring Mounting
Three stone ring mounting, designed for a rectangular cut center stone with a basket-style head, flanked by two triangle brilliant cut diamonds set in similar heads, cathedral style tapering hoop stamped Pt 950, 5.08 dwt gross weight

Two (2) Triangle Brilliants Cut Diamonds
Measurements: 6.4mm x 6.6mm x 2.70mm & 6.28mm x 7.0mm x 2.80mm
Carat weight: .65ct by formula & .70ct by formula, 1.35cts total weight by fomula
Clarity: VS2, SI1
Girdle: faceted, very thick
Color: I

Estimated Fair Market Value: $2,420.00
(Two thousand four hundred twenty USD)

Item No. 004
One (1) Radiant Cut (Modified Rectangular Brilliant) Diamond
Measurements: 11.12mm x 10.95mm x 6.85mm
Carat weight: 7.18ct
Clarity: I1
Color: J

Estimated Fair Market Value: $19,500
(Nineteen thousand five hundred USD)

Item No. 005
Platinum and Diamonds Band
Designed in an eternity style with round brilliant cut diamonds in a shared prong mounting, composed of eighteen (18) round brilliant cut diamonds, 4.90dwt gross weight
Eighteen (18) Round Brilliant Cut Diamonds
Measurements: ranging in sizes 3.7-3.8mm x 2.3-2.4mm
Carat weight: approximately .20ct each, 3.60cts total weight by formula
Clarity: SI1-I1 (most are chipped)
Color: H-I

Estimated Fair Market Value: $1,145.00
(One thousand one hundred forty-five USD)

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Item No. 006
14kt Yellow Gold Bracelet
Designed with elongated, flat curb links, lobster claw closure, stamped 585, 8.02dwt gross weight

Estimated Fair Market Value: $315.00
(Three hundred fifteen USD)

Item No. 007
14kt Yellow Gold and Moss Agate Pendant Necklace
Featuring a tooth shaped piece of polished moss agate with yellow gold end caps (one end loose) suspended from a reeded rolo link chain, stamped 585, chain weight 5.89dwt

Estimated Fair Market Value: $230.00
(Two hundred thirty USD)

Item No. 008
14kt Yellow Gold Neck Chain
Designed with stylized rope twist design links and figure '8' links, completed by a lobster claw closure, stamped 585, approximately 15in., approximately 35.0 dwt

Estimated Fair Market Value: $1,365.00
(One thousand three hundred sixty-five USD)

Item No. 009
14kt Colored Jade Cluster Ring
Designed with six pear-shaped jade cabochons in a floral motif, (red, white lavender, black) in two-prong and v-prong heads, with stylized gold wire leaf accents, on a simple yellow gold hoop, stamped 14k, 4.12 dwt gross weight

Estimated Fair Market Value: $140.00
(One hundred forty USD)

Item No. 010
14kt Yellow Gold Hunter's Case Pocket Watch
43mm case with engine turned details, white enamel dial with Roman numerals (case back would not open)

Estimated Fair Market Value: $350.00
(Three hundred fifty USD)

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Item No. 011
Pair of Costume Jewelry Earrings
Design as chandelier earrings with rhinestone accents, white metal mounting
Estimated Fair Market Value: No Commercial Value

Item No. 012
14kt Yellow Gold Signet Ring
Gentleman's ring, top features a stylized B intitial, signed Tiffany & Co. stamped 14kt, maker's mark for Larter & Sons, 9.37dwt gross weight
Estimated Fair Market Value: $490.00
(Four hundred ninety USD)

Item No. 013
14kt Yellow Gold and Sapphires Cufflinks
Designed as florentine finish ovals centered by round faceted blue sapphires, 2.5mm, set in applied low prong heads, applied oval frame with circular opening, signed Avedon, stamped 14k, swivel hinged finding, 6.56dwt gross weight
Estimated Fair Market Value: $255.00
(Two hundred fifty-five USD)

Item No. 014
18kt Yellow Gold Coin Pendant Watch
Corum, Swiss made, Circa 1970
Limited Edition Design Commemorating the Foundation of the State of Israel
One side features 12 Stars of David for the Twelve Tribes of Israel and reads: "Long Live the People of Israel", verso features 2 Stars of David and a Menorah, swiveling within a custom made oval, open frame; together with a curb link watch chain with spring ring and swivel hook, stamped 585 maker's mark, 11.66 dwt
Estimated Fair Market Value: $4,000.00
(Four thousand USD)

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Item No. 015
18kt Yellow Gold, Diamonds and Enamel Pin
Rectangular pin, 17mm x 18mm, with a yellow gold frame and black enamel background featuring the initials AI with single cut diamond accents, stamped 18k, 2.30dwt gross weight

Ten (10) Single Cut Diamonds
Carat weight: .02ct each, .20cts total weight by formula
Clarity: VS2
Color: G-H

Estimated Fair Market Value: $70.00
(Seventy USD)

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Appraisal No. Be05142013 – May 14, 2013

National Association of Jewelry Appraisers
Certification of Appraisal Practice

I, April L. Matteini, a Certified Member of NAJA, certify that, to the best of my knowledge and belief that:

1. The statements of fact contained in this appraisal report are true and correct:
2. The reported analysis, opinion and conclusions are limited only by the reported assumptions and limiting conditions, and are this appraiser's personal, unbiased, professional analysis, opinions, conclusions and valuations.
3. This appraiser has no present or prospective interest in the object (s) which is the subject of this appraisal report which might prevent making a fair and unbiased appraisal
4. The appraiser has no personal interest or bias with respect to the parties involved; the appraiser does not have a personal or business relationship with the parties involved which would lead a reasonable person to question the objectivity and validity of this report
5. The appraiser's compensation is not contingent upon action or event resulting from the analyses, opinions, or conclusions in, or the use of this report;
6. This appraiser's compensation is based on an hourly rate and is not dependent upon the amount of value determined at the conclusion of the work, neither as a fixed percentage of the value determination, nor as compensation connected to a predetermined scale relating fee to value range;
7. This appraiser has made a personal, physical inspection of the object(s) specified in this report;
8. This appraiser received no separate significant professional assistance;
9. The analyses, opinions, conclusions and valuation in this report were developed and the report prepared, in conformity with the National Association of Jewelry Appraiser's Professional Code of Ethics
10. The knowledge developed in the appraisal will be maintained confidential between this appraiser and the client.
11. This appraiser does not have a potential future interest in the articles specified in this appraisal report.
12. This appraiser does have a personal/business relationship with the parties requesting this appraisal report
13. This Estimated value was provided as a service to the client and the appraiser was not involved in the sale of the appraised item(s).

April L. Matteini, G.G. (Gemological Institute of America)
Certified Member, National Association of Jewelry Appraisers
A. Matteini & Co. LLC

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PAYER'S Name, Street Address, City, State, and ZIP code

JOHN HANCOCK LIFE INS. CO. (U.S.A.)
1-800-689-7937,WWW.JHPENSIONS.COM
PO BOX 600
BUFFALO,NY,14201-0600

1913

RECIPIENT'S Name and Address

0259732 01 AT 0.374 **AUTO T7 0 0506 33496- 8899- 01

SIMON L BERNSTEIN
GRP008533900
7020 LIONS HEAD LANE
BOCA RATON, FL 33496-5931

1 Gross distribution	2a Taxable amount	OMB No. 1545-0119
$ 4150.00	$ 4150.00	**2012**
2b Taxable amount not determined ☐	Total distribution ☐	**Form 1099-R: Distributions From Pensions, Annuities, Retirement or Profit-Sharing Plans, IRAs, Insurance Contracts, etc.**
3 Capital gain (included in Box 2a) $	**4 Federal income tax withheld** $ 415.00	This information is being furnished to the Internal Revenue Service
5 Employee contributions/ Designated Roth contributions or insurance premiums $	6 Net unrealized appreciation in employer's securities $	
7 Distribution code(s) 7 / IRA/ SEP/ SIMPLE ☐	8 Other $ %	**COPY C** For Recipient's Records
9a Your percentage of total distribution %	9b Total employee contributions $	
12 State tax withheld $	13 State/Payer's state no.	14 State distribution $
15 Local tax withheld $	16 Name of locality	17 Local distribution $

Customer service phone number	10 Amount allocable to IRR within 5 years	11 1st year of desig. Roth contrib.
(800) 689-7937	$	

PAYER'S Federal ID #	RECIPIENT'S ID #	Account Number (see instructions)
01-0233346	XXX-XX-5211	GRP008533900

FORM **1099-R** (keep for your records) www.irs.gov/form1099r Department of the Treasury - Internal Revenue Service

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7 Distribution code(s) 7 / IRA/ SEP/ SIMPLE ☐	8 Other $ %	**COPY 2** File this copy with your state, city, or local income tax return, when required.
9a Your percentage of total distribution %	9b Total employee contributions $	
12 State tax withheld $	13 State/Payer's state no.	14 State distribution $
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5 Employee contributions/ Designated Roth contributions or insurance premiums $	6 Net unrealized appreciation in employer's securities $	
7 Distribution code(s) 7 / IRA/ SEP/ SIMPLE ☐	8 Other $ %	**COPY B** Report this income on your federal tax return. If this form shows federal income tax withheld in box 4, attach this copy to your return.
9a Your percentage of total distribution %	9b Total employee contributions $	
12 State tax withheld $	13 State/Payer's state no.	14 State distribution $
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FORM **1099-R** www.irs.gov/form1099r Department of the Treasury - Internal Revenue Service

©April Matteini, G.G., A. Matteini & Co., P.O. Box 430074, South Miami, FL 33243 · Tel. (561) 613-3387
Appraisal No. Be05142013 – May 14, 2013

Fair Market Value Appraisal
Of
Personal Property
Prepared for
The Estate of Mr. Simon Bernstein

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Appraisal No. Be05142013 – May 14, 2013

April Matteini, G.G.
A. Matteini & Co. LLC
Fair Market Value Appraisal
Scope of Work /Terms and Conditions

This appraisal (the "Appraisal") has been prepared by April L. Matteini, G.G. and A. Matteini& Co. LLC (the "Appraiser") and is intended solely for the use of The Estate of Mr. Simon Bernstein (the "Client"), or Client's duly authorized representative, and shall not be disseminated to, relied upon by, or used by any third party. By acceptance and/or use of the Appraisal and/or this appraisal report (the "Appraisal Report") by Client or Client's authorized representative(s), Client agrees to these Scope of Work/Terms and Conditions. The Appraisal Report may not be reproduced in any form without the written consent of Appraiser. Appraiser assumes no responsibility for any unauthorized use of the Appraisal. Possession of the Appraisal Report or any copy of it does not carry with it the right of publication.

To determine the value of the property subject to the Appraisal, Appraiser has used the Market Comparison approach. This approach considers the most accessible information on recent sales of like material. The market comparison approach determines the value which one would pay for an object of similar style, origin, artistic merit or maker. The values in this report are the Fair Market Values, as defined by the IRS, for the piece(s) on September 13, 2012, the date of Mr. Bernstein's death. The appraised property is assumed to be marketable. The value is not valid for retail purposes. In no way does the Appraisal constitute an offer to buy. The Appraisal should not be construed as proof of ownership of the items appraised. The appraised value is based on Appraiser's professional opinion and is not guaranteed. No opinion is expressed as to future or past value. Opinion of quality and grade may vary upon reexamination by another qualified appraiser/gemologist. Changing market conditions may require reappraisal and updated valuation in the future. It shall be Client's obligation to request a reappraisal

Unless noted, Appraiser personally inspected each item of property included in the Appraisal Report. Any sizes or weights were measured, but must still be considered approximate. The weights of mounted gemstones are estimated using accepted gemological formulas. Actual unmounted weights may differ. The quality of the evaluation of a gemstone may differ when removed from the mounting. Some enhancing treatments of diamonds and/or colored gemstones are undetectable by standard gemological equipment. Detection of any enhancements is limited to the gemological equipment on hand. Client has the option, at Client's expense, to submit any article described in the Appraisal to a fully equipped gemological laboratory for further evaluation. Mountings bearing a metal karat or content mark have not been tested to verify their content. Unless otherwise noted, watch cases have not been opened to prevent the voiding of any manufacturer's warranties. The condition of any item, unless otherwise noted, should be considered fair to good.

The descriptions of property in the Appraisal Report are statements of opinion and are not an endorsement expressed or implied, as to the merchantability, correctness of description, genuineness, authenticity or provenance of the particular piece described. The photographs attached to the Appraisal Report are for reference only and not an accurate representation of the size, color, or condition of the gemstone or jewelry.

Fees for the Appraisal are calculated hourly and/or as a flat fee. Compensation to Appraiser for completing the Appraisal is not contingent upon reporting a predetermined value, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of the Appraisal.

Client shall indemnify, defend, and hold Appraiser harmless from and against any actions, claims, liabilities, expenses,

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incurred as a result of claims based on or arising from the appraisal, including but not limited to claims raised by third parties unrelated to the immediate purpose of this appraisal. Any controversy or claim arising out of or relating to this Terms and Conditions, or breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The jewelry of The Estate of Mr. Simon Bernstein was appraised on May 14, 2013 at the office of Tescher & Spallina, 4855 Technology Way, Suite 720, Boca Raton, FL 33431. This Appraisal Report contains ten (10) pages.

As requested by counsel, this Appraisal Report has been provided via e-mail to Client's counsel, hard copies may be requested by contacting A. Matteini & Co.

Spot gold on September 13, 2012: $1773.40 USD per oz.

Estimated Total Fair Market Value: $63,205.00 (Sixty-three thousand two hundred five USD)

List of Equipment and Reference Materials

1. Stereo Microscope
2. Day light lamp
3. UV lamp
4. Fiber optic lamp
5. Gem refractometer
6. Hand held diamond gauge
7. Portable scale
8. Hand held eye loupe 10X
9. Hand held spectroscope
10. GemOro Master Diamond Grading Set (E, G, I, K, M)
11. Industry pricing guides

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Item No. 001
Platinum and Diamonds Ring Mounting
Designed as a three-stone ring mounting with a center four-prong basket head for a round stone, flanked by two round brilliant cut diamonds in similar heads, tapering hoop, signed David Stein, stamped PLAT, 6.128 dwt gross weight

Two (2) Round Brilliant Cut Diamonds
Measurements: 5.05mm x 5.05mm x 3.05 and 5.10mm x 5.12mm x 3.00mm
Carat weight: .47ct each by formula, .94cts total weight by formula
Clarity: VS2
Color: G

Estimated Fair Market Value: $1,625.00
(One thousand six hundred twenty-five USD)

Item No. 002
One (1) Round Brilliant Cut Diamond
Measurements: 10.65mm x 10.72mm x 6.6
Carat weight: 4.78ct
Clarity: SI2
Girdle: medium to thick (indented naturals)
Culet: none
Color: I

Estimated Fair Market Value: $31,300.00
(Thirty-one thousand three hundred USD)

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Item No. 003
Platinum and Diamonds Ring Mounting
Three stone ring mounting, designed for a rectangular cut center stone with a basket-style head, flanked by two triangle brilliant cut diamonds set in similar heads, cathedral style tapering hoop stamped Pt 950, 5.08 dwt gross weight

Two (2) Triangle Brilliants Cut Diamonds
Measurements: 6.4mm x 6.6mm x 2.70mm & 6.28mm x 7.0mm x 2.80mm
Carat weight: .65ct by formula & .70ct by formula, 1.35cts total weight by fomula
Clarity: VS2, SI1
Girdle: faceted, very thick
Color: I

Estimated Fair Market Value: $2,420.00
(Two thousand four hundred twenty USD)

Item No. 004
One (1) Radiant Cut (Modified Rectangular Brilliant) Diamond
Measurements: 11.12mm x 10.95mm x 6.85mm
Carat weight: 7.18ct
Clarity: I1
Color: J

Estimated Fair Market Value: $19,500
(Nineteen thousand five hundred USD)

Item No. 005
Platinum and Diamonds Band
Designed in an eternity style with round brilliant cut diamonds in a shared prong mounting, composed of eighteen (18) round brilliant cut diamonds, 4.90dwt gross weight
Eighteen (18) Round Brilliant Cut Diamonds
Measurements: ranging in sizes 3.7-3.8mm x 2.3-2.4mm
Carat weight: approximately .20ct each, 3.60cts total weight by formula
Clarity: SI1-I1 (most are chipped)
Color: H-I

Estimated Fair Market Value: $1,145.00
(One thousand one hundred forty-five USD)

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Item No. 006
14kt Yellow Gold Bracelet
Designed with elongated, flat curb links, lobster claw closure, stamped 585, 8.02dwt gross weight

Estimated Fair Market Value: $315.00
(Three hundred fifteen USD)

Item No. 007
14kt Yellow Gold and Moss Agate Pendant Necklace
Featuring a tooth shaped piece of polished moss agate with yellow gold end caps (one end loose) suspended from a reeded rolo link chain, stamped 585, chain weight 5.89dwt

Estimated Fair Market Value: $230.00
(Two hundred thirty USD)

Item No. 008
14kt Yellow Gold Neck Chain
Designed with stylized rope twist design links and figure '8' links, completed by a lobster claw closure, stamped 585, approximately 15in., approximately 35.0 dwt

Estimated Fair Market Value: $1,365.00
(One thousand three hundred sixty-five USD)

Item No. 009
14kt Colored Jade Cluster Ring
Designed with six pear-shaped jade cabochons in a floral motif, (red, white lavender, black) in two-prong and v-prong heads, with stylized gold wire leaf accents, on a simple yellow gold hoop, stamped 14k, 4.12 dwt gross weight

Estimated Fair Market Value: $140.00
(One hundred forty USD)

Item No. 010
14kt Yellow Gold Hunter's Case Pocket Watch
43mm case with engine turned details, white enamel dial with Roman numerals (case back would not open)

Estimated Fair Market Value: $350.00
(Three hundred fifty USD)

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Item No. 011
Pair of Costume Jewelry Earrings
Design as chandelier earrings with rhinestone accents, white metal mounting
Estimated Fair Market Value: No Commercial Value

Item No. 012
14kt Yellow Gold Signet Ring
Gentleman's ring, top features a stylized B intitial, signed Tiffany & Co. stamped 14kt, maker's mark for Larter & Sons, 9.37dwt gross weight
Estimated Fair Market Value: $490.00
(Four hundred ninety USD)

Item No. 013
14kt Yellow Gold and Sapphires Cufflinks
Designed as florentine finish ovals centered by round faceted blue sapphires, 2.5mm, set in applied low prong heads, applied oval frame with circular opening, signed Avedon, stamped 14k, swivel hinged finding, 6.56dwt gross weight
Estimated Fair Market Value: $255.00
(Two hundred fifty-five USD)

Item No. 014
18kt Yellow Gold Coin Pendant Watch
Corum, Swiss made, Circa 1970
Limited Edition Design Commemorating the Foundation of the State of Israel
One side features 12 Stars of David for the Twelve Tribes of Israel and reads: "Long Live the People of Israel", verso features 2 Stars of David and a Menorah, swiveling within a custom made oval, open frame; together with a curb link watch chain with spring ring and swivel hook, stamped 585 maker's mark, 11.66 dwt
Estimated Fair Market Value: $4,000.00
(Four thousand USD)

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Item No. 015
18kt Yellow Gold, Diamonds and Enamel Pin
Rectangular pin, 17mm x 18mm, with a yellow gold frame and black enamel background featuring the initials AI with single cut diamond accents, stamped 18k, 2.30dwt gross weight

Ten (10) Single Cut Diamonds
Carat weight: .02ct each, .20cts total weight by formula
Clarity: VS2
Color: G-H

Estimated Fair Market Value: $70.00
(Seventy USD)

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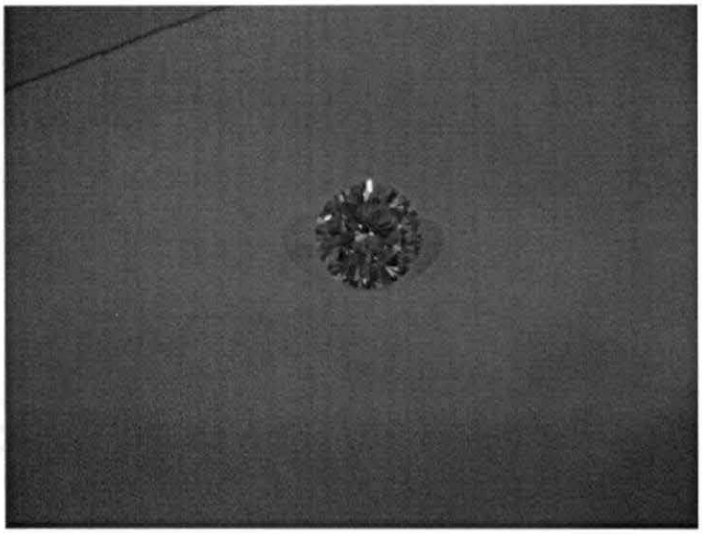

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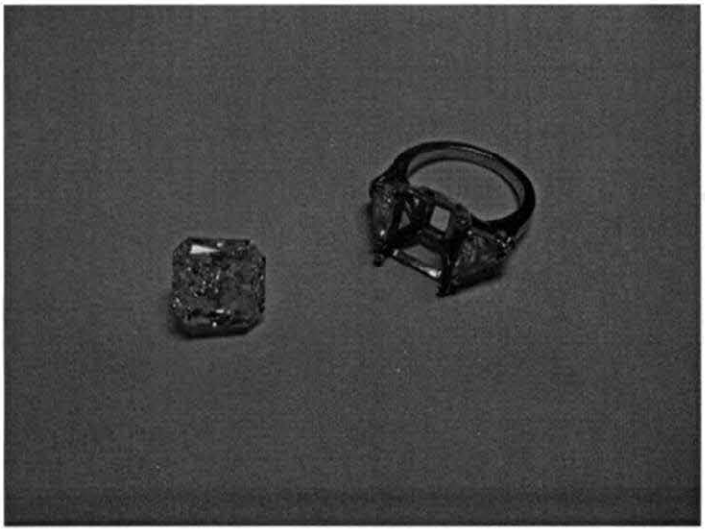

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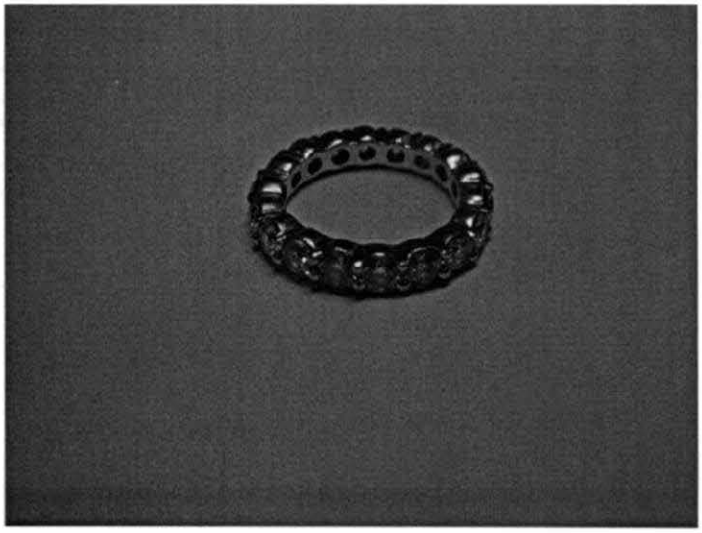

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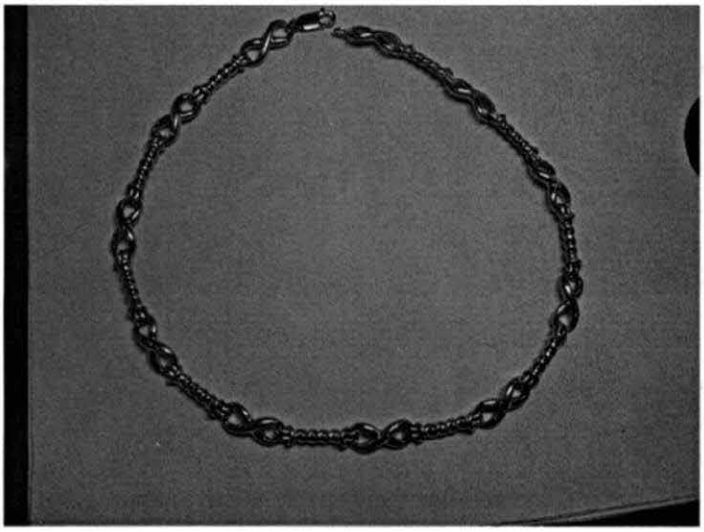
Item No. 006

Item No. 007



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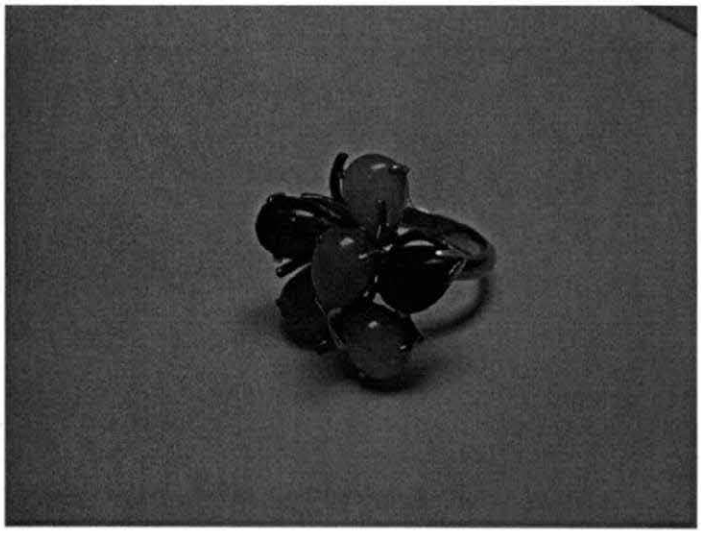

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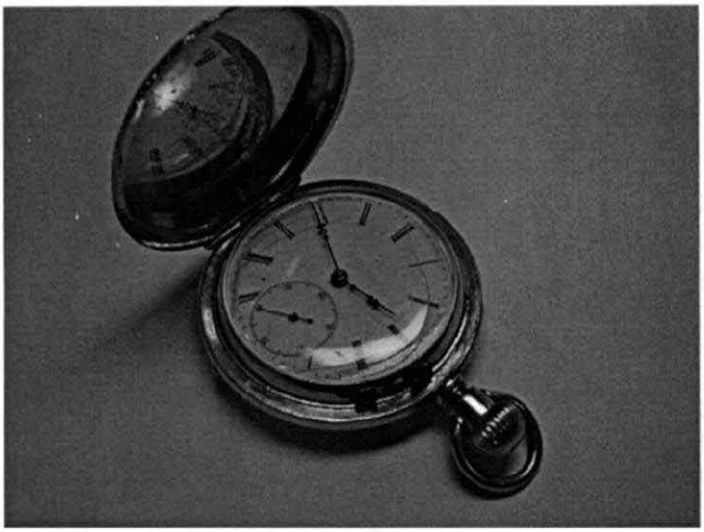

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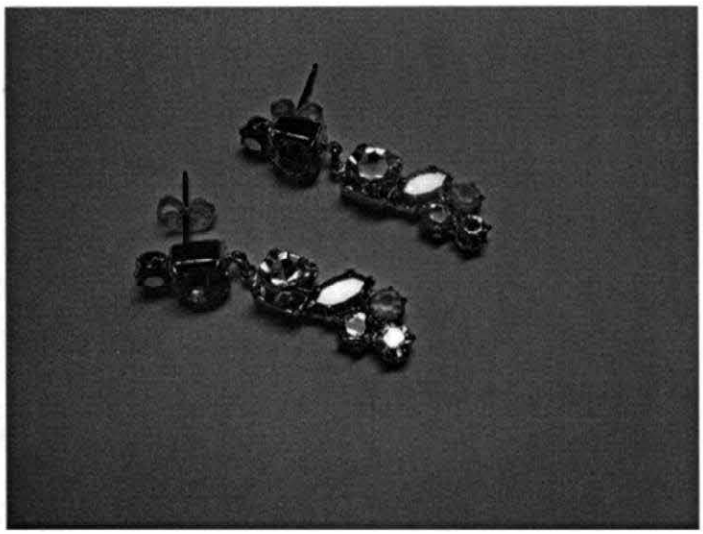

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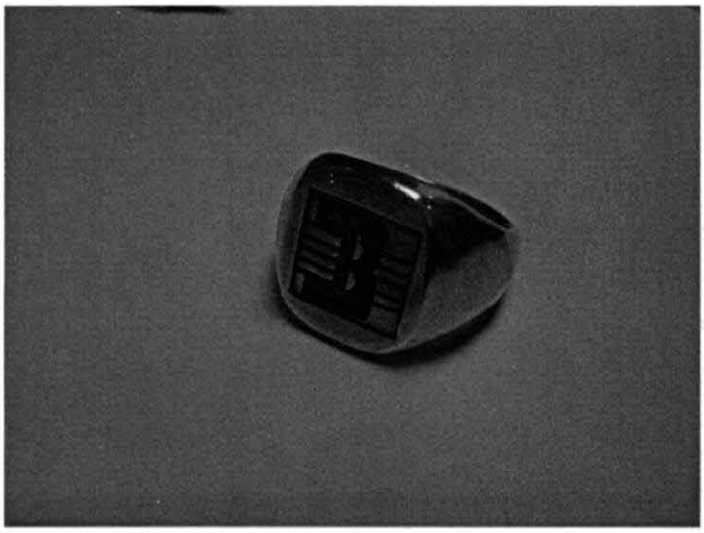

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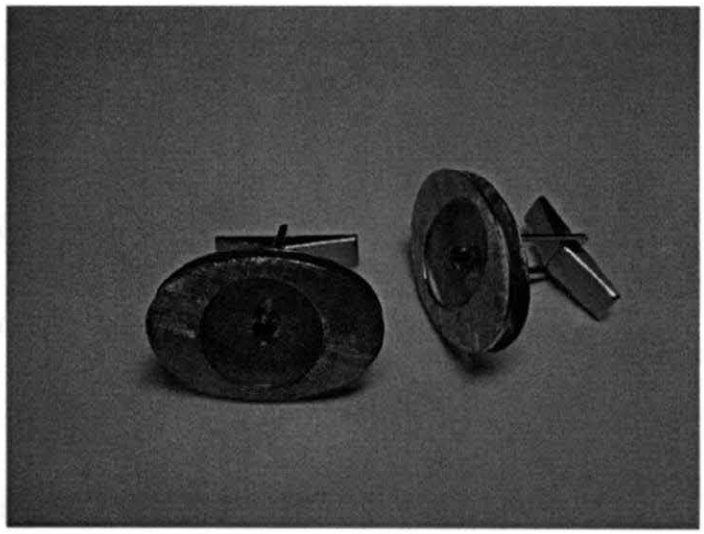
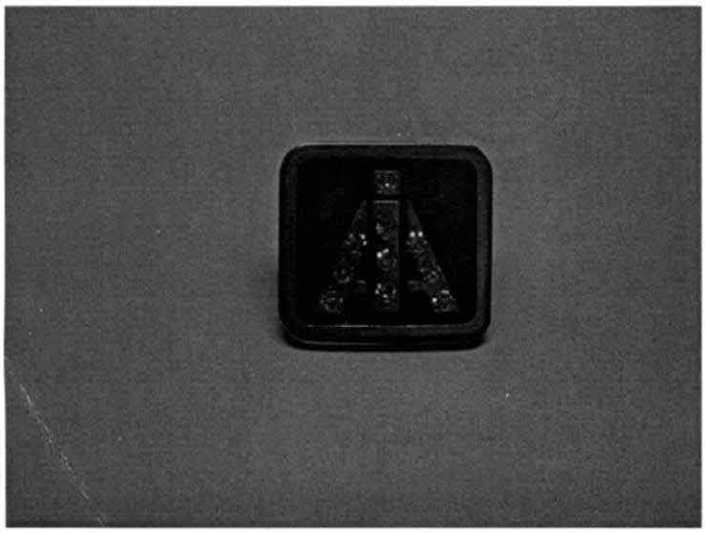


Item No. 013

Item No. 014

Item No. 014 verso



Item No. 015

FAIR MARKET VALUE APPRAISAL

PERSONAL PROPERTY OF

Simon L. Bernstein

Effective Date: September 13, 2012

Prepared by
Robert A. Hittel, ASA, ISA AM
3038 North Federal Highway
Building I
Fort Lauderdale, Florida 33306
(954) 563-2819

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FAIR MARKET VALUE APPRAISAL REPORT

January 22, 2013

Theodore Bernstein
880 Berkeley Street
Boca Raton, Florida 33487

Dear Mr. Bernstein,

At your request, Robert Hittel and Diane Marvin conducted an appraisal inspection and of the personal property located at 7020 Lions Head Lane, Boca Raton, Florida, and Robert Hittel conducted an appraisal inspection at 2494 South Ocean Boulevard, Unit C-5, Boca Raton, Florida. The property was represented as belonging to the estate of Simon L. Bernstein. The intended use of this appraisal is for the purpose of estate settlement.

This appraisal is to be used only for the function of estate settlement. Any other use of this appraisal renders it null and void. This report is intended for use by you, my client, your agents and by the Internal Revenue Service. Use of this report by others is not intended. In accordance with the *Uniform Standards of Professional Appraisal Practice* (USPAP), this report makes use of the Self-contained Appraisal Report option.

In this appraisal assignment I developed an opinion of **Fair Market Value**.

Treasury Estate Tax Regulation § 20.2031-1(b) defines fair market value as: "The price at which the property would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or to sell and both having reasonable knowledge of relevant facts. The fair market value of a particular item of property includible in the decedent's gross estate is not to be determined by a forced sale price. Nor is the fair market value of an item of property to be determined by the sale price of an item in a market other than that in which the item is most commonly sold to the public, taking into account the location of the item whenever appropriate."

The total FAIR MARKET value of the appraised items listed is $51,135.00

Relevant dates associated with this assignment include the following:

- Date of Inspection: January 8, 2013
- Effective Date of Appraisal: Value opinions are effective as the date of death, which you stated was September 13, 2012
- Date of Report: This report was prepared and signed on this date, January 22, 2013

Scope of Work

The scope of work employed in this assignment, including the report content and the detail of that content, was dependent upon the needs of the client, the intended use of the report, the definition of value that we used, the effective date of the report, and the subject property's value-relevant characteristics.

- We personally inspected the items that are subject of this report to determine their value-relevant characteristics.
- While on site, we documented the relevant information in writing and took detailed high-resolution digital images of the property.
- We completed the necessary value research for past comparable sales and items currently offered for sale by searching Internet websites including, auction houses, completed E-bay sales, and specialty dealers.
- Value research also included making use of relevant resource books and value guides along with personal observations made at secondary market retail establishments, and local auctions and estate sales.
- We analyzed the market data, making adjustments as necessary for differences in value characteristics between the comparable and subject property, and arrived at our final opinion of value.
- Markets analyzed appeared stable: values were neither falling nor rising.
- For items of nominal value, for which extensive research is neither necessary, cost-effective, nor required by the client, minimal value research was conducted.
- We did not list foodstuffs, home office supplies, consumables, clothing (other than furs and appreciable articles of clothing having collector appeal), or items of personal nature such as family photographs, health aids, personal hygiene products, etc.
- No one provided us with significant assistance (either appraisal or otherwise) in the development of my opinions, analysis, or conclusions.

Approach to Value

After due consideration of the cost approach and the income approach, the sales comparison approach to value was employed to determine the fair market value of the subject properties. In the sales comparison approach, the most relevant market is researched to locate comparable items which have sold in the past or which are currently being offered for sale. Adjustments in value are made to reflect differences (if any) in value-relevant characteristics between comparable properties and the subject properties.

The appraisers have relied on information supplied to them by the client, concerning undisputed title to the objects, acquisition history and purchased price, etc. The client in accepting this report acknowledges that the information supplied by him has been accurately transcribed and utilized by the appraisers. The client, in accepting this report, also acknowledges that no significant information has been withheld from the appraisers which may have caused the appraisers to arrive at a valuation conclusion different from the one(s) stated in the report, had such information been known at the time of the report's preparation.

Value conclusions were based on the appraisers' opinions of the items that were partially formed on critical assumptions based on information provided to the appraiser by the client. Critical assumptions are assumptions, which could be contrary to fact and which, if contrary to actual fact, could result in a different value conclusion.

Items were generally found to be in good condition and of good quality. Any alterations from original condition or damage are so noted in the appraisal report. Ordinary wear and tear common to these pieces is not noted. Quality, condition and desirability affect the appropriate market where items would be purchased by the public. This appraiser has considered several markets for the items of personal property.

All notes used in the preparation of this appraisal along with a copy of this appraisal are retained and are confidential. No one will have access without your permission. With the exception of you, my client, possession of this report or its copy does not carry with it the right of publication, nor may this report be used for any purpose by anyone other than you or authorized users without my previous written consent. If this report is reproduced, copied, or otherwise used it must be done so in the report's entirety including the cover document and all attachments. I am not responsible for any unauthorized changes to this report.

This report has been prepared, in conformity with the current version of the International Society of Appraisers Appraisal Report Writing Standard and Code of Ethics.

No change to any item in this report shall be made by anyone other than myself. Should, in conjunction with this appraisal, additional services of the appraiser be requested by the client, his agent, or his lawyer, or the courts (such as for added time researching for other value purposes, pretrial conferences, court appearances, court preparations, etc.), compensation for same time shall be at the customary hourly rate charged by the appraiser at that time.

The appraisers have based descriptions of the appraised objects on their professional experience in the field of antiques and residential contents, and on information supplied by third parties who are named in the report, when appropriate. Consequently, the appraisers believe that the descriptions of the appraised objects are accurate and correct. However, additional research by scholars in the field, at some point in the future, may cause the appraisers to alter their assessment of the objects described in the report. While every effort has been made by the appraisers to ascertain the accuracy of the descriptions of the appraised objects and their attributions, this report is not intended to serve as a certificate of authenticity or warranty.

Unless otherwise stated herein, the appraisal is based only on the readily apparent identity of the items appraised. In my opinion, no further guarantee of authenticity, genuineness, attribution, or authorship is required.

The appraisal values are based upon the whole interest undiminished by any liens, fractional interests, or any other forms of encumbrance. Mere possession of this appraisal is neither an indication of nor a certificate of title of ownership. Ownership and ownership interest at the time of donation were represented to me by you, my client, and no inquiry or investigation will be made nor is any opinion to be given as to the truth of such representation. There are no known prior sales of the subject property that have occurred within a reasonable time preceding the effective date of this appraisal.

There are no known current agreements of sale, validated offers, third-party offers to sell, options, or listings of the subject property as of the effective date of the appraisal. There are no known prior sales of the subject property that have occurred within a reasonable time preceding the effective date of this appraisal.

Certification of Appraisers

We certify that to the best of our knowledge and belief:

a. The statements of fact contained in this report are true and correct.

b. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.

c. We have no past, present, or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved.

d. We have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the acceptance of this assignment.

e. We have no bias with respect to the property that is the subject of this property or to the parties involved with this assignment.

f. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.

g. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

h. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.

i. Robert Hittel has made a complete personal inspection of the property that is the subject of this report. Diane Marvin has made a complete personal inspection of the property on Lions Head Lane in addition to examining the photographs of South Ocean Boulevard.

j. Unless noted elsewhere, no one provided significant professional assistance to the persons signing this report.

Unless otherwise stated, with the exception of the client or his agent, this appraisal is not intended to be used by or influence any particular person(s) or class(es) of persons, which might take some action in reliance upon it. Unless otherwise stated, this appraiser is not aware that the client intends to transmit any information contained in this report to any other person(s) or group(s). The appraiser's liability is limited to the client and the appraiser-identified intended users of this report as indicated herein to the exclusion of all others.

We are "qualified appraisers" within the meaning of Internal Revenue Reg. § 1.170A-13(c)(5) and we not "excluded appraisers" within the meaning of § 1.170A-13(c)(5)(iv). Our background, education, and experience qualify me to make appraisals of the type of property that is the subject of this appraisal. A list of our qualifications can be found in our Professional Profiles, which is attached to this report. We have not been prohibited from practicing before the IRS. We understand that a substantial or gross valuation misstatement resulting from an appraisal property that we know, or reasonably should have known, would be used in connection with an income tax return or claim for refund, may subject me to civil penalty under Internal Revenue Code § 6695A.

My Employee Identification Number (EIN) is: **20-8250332**

Sincerely,

Robert A. Hittel, ASA, ISA AM
Robert A. Hittel Appraisal Services, Inc.
Accredited Senior Appraiser American Society of Appraisers
Accredited Member of the International Society of Appraisers

Diane P. Marvin, ISA CAPP
Certified Member International Society of Appraisers

DESCRIPTIONS AND VALUES

Any damages will be noted in the appraisal report. Measurements, if provided, are in the order of HEIGHT first, WIDTH second, and DEPTH third. Measurements are approximate. The appraiser has seen all of the items listed.

7020 LIONS HEAD LANE, BOCA RATON, FL

FOYER

1.	NEEDLEPOINT RUG – 5 ½' X 3 ½' All over floral design with border, with additional colors of green, pink and brown		$60.00
2.	COPPER BOWL – 36" Turned, circular, undecorated		100.00
3.	BENCH Early 20th Century, Art Nouveau, mahogany, inlaid decoration, upholstered seat and back		400.00
4.	STATUES (2) Carved wood Lion, one standing, one sitting, glass eyes, modern decorative		700.00
5.	ORIENTAL RUG – 6' 2" X 3' 11" Hand knotted, wool on cotton, blue field, leafy scrolls and flowers, three borders, additional colors of tan, pink and ivory		100.00
6.	CENTER TABLE Octagonal beveled glass top, cast urn base with ring handles		350.00
7.	DECORATIONS - Ceramic sculpture by Fisher, couple kissing - (4) Glass cylinders with twigs, stones and silk orchids, various heights - Large covered pot with incised decoration, pottery	 20.00 175.00 50.00	245.00
8.	TALL CASE CLOCK 19th Century, oak, scroll bonnet, full turned columns flanking handpainted dial, Roman numerals, two key holes, second hand, calendar aperture, dial signed, "Hugh Roberts, Llangefni, Wales", paneled door flanked by half turned columns, bracket feet CONDITION: Refinished, restored		400.00

9.	PAINTING – 60" X 40" sight size Oil on canvas, flowering branches, no apparent signature, in wood frame		100.00
	TOTAL FOR FOYER:		**$2,455.00**
	LIVING AREA		
10.	MIRROR – 87" X 31 ½" Square, gold and silver lacquered frame		$200.00
11.	LITHOGRAPH – 12 ½" X 9 ¾" paper size Pierre August Renoir, French, (1841-1919) "Claude Renoir, Tête Baisée", "Cat. # Ruger-Marx #14", in gold frame Provenance: The J. L. Hudson Gallery, Michigan		1,000.00
12.	MISCELLANEOUS DECORATIONS		320.00
	- (2) White composition floor vases, over-all circle decoration	60.00	
	- Mirror, gold oval frame	10.00	
	- Statue - 60", pottery, Pre-Colombian style figure wearing head ornament and traditional costume	100.00	
	- Large metal bowl and pot, each with ring handles	70.00	
	- (2) Chargers, 31" and 27" round, lacquered on stands, Made in Vietnam	80.00	
13.	ARTIFICIAL FLORAL ARRANGEMENTS Silk lily and hydrangea in glass vase; silk orchid in ceramic vase; (7) silk calla lilies		55.00
14.	STANDS (2) Metal powder coated square tops on four footed pedestal base, two heights		75.00
15.	FLOOR SCREEN 6-fold, gold background with purple glitter flower outlines, black lacquer "frame", mounted on wall		300.00
16.	SECTIONAL SOFAS (2) Gold fabric upholstery, each in two sections, curved, skirted, together with eight toss pillows		1,000.00
17.	COCKTAIL TABLE Oval glass top, "hammered" metal base with concave shelf		300.00
18.	ORIENTAL RUG – 12' X 9' Hand knotted, wool on cotton, black field with all-over flower design, three borders, additional colors of tan and ivory, "washed" finish		600.00

19.	BOWL – 19" diameter Waterford, "Evolution", round amber colored glass		75.00
20.	MISCELLANEOUS		85.00
	- Bowl - 18", ceramic with handpainted woman holding flower vase, signed, "Marsha B"	30.00	
	- Candlesnuffer	10.00	
	- (3) Silver composition candlesticks	45.00	
21.	MANTEL CLOCK – 12 ½" X 19 ½" Onyx, round enamel dial with Roman numerals, time and strike, sold through J.E. Caldwell & Co., Philadelphia		500.00
22.	FIREPLACE ACCESSORIES (2) Metal gate; black iron grate		50.00
23.	MISCELLANEOUS		215.00
	- (3) Silver metal candlesticks	30.00	
	- Standing iron Menorah	35.00	
	- Covered Urn – 56", pottery, with incised decoration	150.00	
	TOTAL FOR LIVING AREA:		**$4,775.00**
	POWDER ROOM		
24.	MIRROR Carved and painted wood, birds on flowering trees, Mexico		$100.00
25.	MISCELLANEOUS Plastic figural towel holder; mirror with woven frame; framed print of four 19th century girls, in gold frame; domed trunk with floral painted decoration; framed portrait of a man, signed, "Daniel Lanzig, 1977", in silver frame		125.00
	TOTAL FOR POWDER ROOM:		**$ 225.00**
	DINING AREA		
26.	MISCELLANEOUS DECORATIONS		$285.00
	- Blue ceramic vase with dried material	15.00	
	- Lucite Menorah – 24", blue and clear	50.00	
	- (3) Vases, purple and clear cased glass, elongated, various heights, "Nouvell"	60.00	
	- (2) Murano glass birds, pink	30.00	
	- Mezuzah, Lladro doves; enamel tulip decoration and Jay Strongwater box	55.00	
	- Cobalt blue glass vase with Orcidium orchids	50.00	
	- Mirrored vase with silk flowers	25.00	

27.	SCULPTURE – 15 ½" X 31" Lladro, "Gondola of Love", Ref. No: 1870		550.00
28.	ENGRAVINGS (8) – 7" X 10" image size Scenes of Jewish figures engaged in various gatherings, each signed and titled, in wood frames		200.00
29.	PAINTING – 28" X 19" sight size William Weintraub, American, 20th Century Oil on canvas, signed and dated, "Weintraub '73", young man with rifle, in wood frame		200.00
30.	LITHOGRAPH William Weintraub, American, 20th Century 85/200, portrait of two elderly men, in wood frame		75.00
31.	ARMOIRE English pine with whitewashed finish, carved basket and scroll crest, two paneled doors above two short and two long drawers, interior with shelves and three drawers		750.00
32.	CONTENTS OF ARMOIRE		1,180.00
	- Dinnerware (68) piece set, Wedgwood Etruria, "Embossed Queensware", blue and white, consisting of (16) cups, (14) saucers, (13) dinner plates, (14) bowls, (14) bread and butter plates, (13) luncheon plates	200.00	
	- Pair English porcelain salt and pepper shakers, birds; (9) colored glass water goblets; (6) colorless glass champagne stems	35.00	
	- (7) Waterford crystal wine glasses	215.00	
	- Pair of ceramic Garson Pakele candleholders	40.00	
	- Lenox footed cup; (8) glass cordial stems; (14) colorless glass balloon wines	30.00	
	- Versace plate, "Le Jardin de Versace"	25.00	
	- Portuguese ceramic dinner service, (12) pieces; (5) handpainted wine glasses; (4) martini glasses	35.00	
	- Group of (5) modern Asian porcelain plates and bowl; ceramic handpainted bowl; handmade ceramic sugar bowl; (3) metal and enamel Julia Knight bowls	100.00	
	- (8) Tracy Porter ceramic square plates; personalized ceramic wedding tray; Mexican ceramic tray	50.00	
	- Assorted napkin rings; chopsticks; napkins; (6) servicing pieces with crystal handles (matches set in Family Room); placemats	50.00	
	- Wood and sterling silver Judaica tray marked "Hazorfim" 925, (weight of silver unknown) 10 ½" x 13"	400.00	

33.	FARM TABLE – 10' Bleached oak, rectangular top with breadboard ends, trestle base		750.00
34.	DINING CHAIRS (10) Whitewashed with rush seats, ladder back, consisting of (2) arm and (8) side chairs		550.00
35.	ETCHING – 7" X 5" sight size 3 / 4, portrait of a man, illegible pencil signature lower right, in frame		25.00
	TOTAL FOR DINING AREA:		**$4,565.00**
	KITCHEN		
36.	MISCELLANEOUS - MacKenzie-Child's 2-handled vase and glass cake cover; (8) assorted ceramic bowls and pitchers; porcelain compote; glass pitcher with insert decoration; glass vase; glass bowl on stand - (10) Assorted Italian/Portuguese ceramics, including vases, covered jars and planters	200.00 230.00	$430.00
37.	MISCELLANEOUS AND KITCHENWARE Serving trays and bowls; ceramic platters; assorted ceramic and porcelain dishes, plates; glass vase; (8) pieces Portuguese dinnerware (matches #32 in Dining Room); glass plates; stemware; Waterford crystal salt and pepper shakers; Japanese porcelain tea service; Franciscanware bowls; Waterford crystal pitcher; (8) Tracy Porter plates (matches #32 in Dining Room); McKenzie-Child's three piece canister set; (2) pieces purple enamel and metalware bowl and tray		800.00
38.	STEMWARE (16) Waterford crystal, consisting of red wines, white wines and champagne flutes		240.00
39.	MISCELLANEOUS KITCHENWARE Assorted everyday bake ware, cookware, flatware, serving pieces, cutlery, utensils; trivets; microwave oven; Keurig coffee machine; toaster; can opener; blender		160.00
40.	SCULPTURES (3) Contemporary glazed pottery, signed, "Polly Cook", bust of man holding arrow, bust of a women holding heart and bust of man and woman kissing		150.00

41.	COMPUTER Dell, model no. 1908PL, LCD monitor, wireless key pad, together with Altec Lansing speakers		60.00
42.	PRINTER HP All-In-One Deskjet F380		20.00
43.	SIDE CHAIRS (3) Brown leather and chrome, contemporary style		150.00
44.	DISH – 7" Daum, France, purple and green pate de verre glass with lizard rim		80.00
45.	MIRROR Metal, enamel and crystal, oval mirror plate		25.00
	TOTAL FOR KITCHEN:		**$2,115.00**
	FAMILY ROOM		
46.	MISCELLANEOUS		$200.00
	- Giuseppe Armani porcelain figural group, boy and girl on swing	50.00	
	- Ceramic Menorah; clock; glass and metal box; pair Italian glass figural candlesticks; crystal bunny figure; crystal rhinoceros – chipped; etched glass paperweight of soldier at Wailing Wall - chipped	45.00	
	- Swarovski flower vase and humming bird on branch	30.00	
	- Murano glass fish - 15" x 15"	60.00	
	- Waterford crystal golf club	15.00	
47.	SCREEN PRINT / GICLEE Ben (Benjamin) Schonzeit, American, (b.1942) Still life of flowers in a vase, signed, "Schonzeit", in silver metal frame		300.00
48.	SERVER Rectangular glass top and carved sliding door, wood base with chrome supports and rail, interior shelves and two drawers		375.00
49.	CONTENTS OF SERVER Assorted plates; plastic and silver metal flatware; flatware set with crystal handles		50.00
50.	BAR STOOLS (4) Steel with blue ultrasuede seats, contemporary style		300.00

51.	SCULPTURES (2) – 36 ½" Black metal, each an abstract bust with cutout, no apparent signature, together with wood cube pedestals		250.00
52.	SECTIONAL SOFA Leather and suede, brown and beige with sections, contemporary style, with toss pillows and throws		650.00
53.	COCKTAIL TABLE Two round glass tops on circular chrome supports, round base		100.00
54.	LACQUER BOXES Set of three, graduated sizes, Sklar Furnishings		105.00
55.	DISPLAY CABINET Oval wood with silver finish, two curved glass doors, lighted		150.00
56.	CONTENTS OF DISPLAY CABINET		1,100.00
	- Shofar horn; (3) hand blown Italian glass pitchers; Mezuzah; Halcyon Days enamel box	50.00	
	- Lladro – 12", Japanese woman and bocage, "Geisha", Ref. No. 4807	75.00	
	- Pair of Lladro porcelain nudes, approximately 10"	300.00	
	- Lladro – 10", "Puppy Love", Ref. No. 1127	50.00	
	- (2) Figures, composition, Bichon dog	10.00	
	- Lladro – 12 ½", Japanese rickshaw with man and passenger, "Ride in China", Ref. No. 1383	500.00	
	- Lladro – 11", girl seated in chair, "Appreciation", Ref. No. 1798	100.00	
	- Royal Doulton, "Queen of the Dawn'	15.00	
57.	MISCELLANEOUS		655.00
	- Large Shofar, metal mounted	45.00	
	- Lladro, Moses with tablets, "Moses", Ref No. 5170	60.00	
		25.00	
	- Green glass figure of an Asian man	400.00	
	- Lladro – 15", woman on balcony with flower pots, "Far Away Thoughts", Ref. No. 1798	25.00	
	- Metal sculpture of dancer	100.00	
	- Lladro – 14", "Wine Taster", Ref. No. 5239		
58.	ELECTRONICS		125.00
	- VCR, Sanyo, model no. VWM900	5.00	
	- DVD player, Panasonic, model no. DVD-527	10.00	
	- Compact Disc Player Player, Nakamichi, model no. CDC-3A	40.00	
	- Audio Speaker/Amp Selector, Niles, model no. MSA-10A	25.00	
	- Receiver, Onkyo, model no. TX-SR602	45.00	

59.	TELEVISION – 60" Mitsubishi, model no. VS60111, rear screen projection, 2002 CONDITION: Obsolete – no commercial value		0.00
60.	CARD TABLE SET (5) Square red glass top, metal base, contemporary style, together with (4) side chairs, gray plastic and silver metal frame		200.00
61.	VASE – 15 ½" Anthony Corradetti, art glass, signed, "Corradetti 1995", hand blown with colored abstract decoration		125.00
	TOTAL FOR FAMILY ROOM:		**$4,685.00**
	POWDER ROOM II		
62.	MISCELLANEOUS - Pietra dura clowns - 6 ½" x 4 ½" - Phantom of the Opera poster, basket; (2) painted wood boxes; "Princess" painting - Indian wood carved mirror	 30.00 40.00 50.00	$120.00
	TOTAL FOR POWDER ROOM II:		**$ 120.00**
	WEST HALL		
63.	CONTENTS OF CLOSET Assorted pillows		$40.00
64.	ETCHING – 11" X 9" sight size Pencil signed lower right, "H. Bender", seated man, in wood frame		25.00
65.	SERIGRAPH – 18" X 12" sight size Stanley Handelman, American / Israeli, (20th – 21st Century) 28/250, pencil signed lower right, "Handelman (imp)", Israeli soldiers, in gold metal frame		25.00
66.	DRAWING – 27" X 18" sight size Moshe Gat, Israeli, (b.1935) Ink and wash on paper, signed lower right, "Moshe Gat", portrait of a man, in silver wood frame		150.00
67.	SERIGRAPH – 12" X 18" sight size Stanley Handelman, American / Israeli, (20th – 21st Century) 32/250, pencil signed lower right, "Handelman (imp)", Wailing Wall, in silver wood frame		25.00

68.	ETCHING – 12" X 9" sight size Pencil signed lower right, "H. Bender", two figures, in wood frame		25.00
69.	PHOTOGRAPHS (5) Assorted travel subjects, portraits, in silver wood frame (4) – 7" x 9" (1) – 12" x 10"		50.00
70.	SERIGRAPH – 20" X 23" sight size Yaacov Agam, American/Israeli, (b.1928) "EA", pencil signed lower right, "Agam", multicolor geometric design, in silver metal frame		350.00
71.	LITHOGRAPHS (3) – 22" X 18" sight size Romain (Erte) de Tirtoff, American/Russian, (1892-1990) Figures "6", "8" and "9", in wood frames		225.00
72.	CHEST Floral decorated wood, nailhead trim		25.00
73.	SCULPTURE – 28" Porcelain, standing lady, Marked "Austin Productions 1988"		50.00
74.	LITHOGRAPH – 28" X 26" sight size Norman Rockwell, "Shuffleton's Barbershop", in gold metal frame		75.00
75.	MIRROR – 32" X 30" Round top, beveled mirror plate, wormwood frame		50.00
76.	WALL PLAQUE – 38" X 20" Resin, female figure in relief		25.00
77.	MIRROR – 29" Painted and carved wood, circular, with conforming beveled mirror plate		100.00
78.	VASES (2) - 14", glazed pottery, Polly Cook, woman with a hat - 13", glass, Kosta Boda, woman	 50.00 75.00	125.00
79.	NEEDLEPOINT PICTURE – 12" X 14" Young man seated, in silver wood frame		10.00
80.	CONTENTS OF CLOSET Assorted kitchenware, appliances, vases; (2) silverplate trays; cleaning equipment		100.00
	TOTAL FOR WEST HALL:		**$1,475.00**

FIRST FLOOR NORTHWEST GUEST ROOM

81.	PAINTING Oil on ridged canvas, multicolor, in gallery wrap frame	$100.00
82.	MIRRORS (2) – 30" X 18" Metal and glass, rectangular mirror plate	80.00
83.	SIDE TABLE Painted wood, circular top with shell decoration, "Made in China"	25.00
84.	LAMP Glass and polished metal, square fabric shade NOTE: Matches # 96 and 179	25.00
85.	SLEEPER SOFA Blue and beige striped fabric, with accessory pillows	75.00
86.	END TABLES (2) Polished metal cubes	40.00
87.	FIGURAL GROUP – 12" X 19" X 14" Capo-di-Monte, children around a table	60.00
88.	FLOOR LAMP Black metal tripod body and base, white ceramic shade	30.00
89.	SIDE CHAIR Seated woman painted on wood, metal base, "Made in China" NOTE: Matches # 109	25.00
90.	CABINET Medium stain pine, rectangular top, golfing scene on two painted doors, single drawer	40.00
91.	WALL PLAQUE – 32" X 44" Oval painted wood, "St. Andrews", with two wood shaft club attached	25.00
92.	MISCELLANEOUS (2) Glass stemware; lamp with white fabric shade; porcelain sculpture of woman, repairs - no commercial value; figural sculpture; assorted games	75.00
	TOTAL FOR FIRST FLOOR NORTHWEST GUEST ROOM:	**$ 600.00**

FIRST FLOOR WEST GUEST ROOM

93.	FIGURINE – 13 ½' Lladro, "Golfing Couple", Ref. No. 1453	$100.00

94.	CONTENTS OF CLOSET Luggage; (2) lamps; pillows; table linens	75.00
95.	NESTING TABLES (3) Lacquered wood, tapered legs, "Made in Vietnam"	30.00
96.	LAMP Glass and polished metal, square fabric shade NOTE: Matches # 84 and 179	25.00
97.	BED Maple and maple parquet veneer headboard, queen size, together with mattress only	100.00
98.	NIGHTSTAND Faux painted wood, single drawer, single shelf	10.00
99.	FIGURINE Plaster, standing man, Austin Production	25.00
100.	LAMP Silver wood, glass decoration, gray fabric shade	25.00
101.	PAINTING – 30" X 23" sight size Oil on canvas, Van Gogh copy, in wood frame	50.00
102.	MISCELLANEOUS (2) Porcelain figurines; purple glass plate; vase with artificial arrangement	30.00
103.	DESK CHAIR Black fabric, metal base	10.00
104.	ARMOIR Green antique stain wood with floral painted panels, single door, interior shelves, single drawer	100.00
105.	SIDE CHAIR Seated woman painted on wood, metal base, "Made in China" NOTE: Matches # 89	25.00
	TOTAL FOR FIRST FLOOR WEST GUEST ROOM:	**$ 605.00**
	EAST SITTING ROOM	
106.	BAR Brown metal and oval clear glass top, bow front, polished metal support	$100.00

107.	BARSTOOLS (2) Enameled wood and metal, black fabric seat, swivel		90.00
108.	VASES (2) Clear glass, with arrangement; polished metal in rectangular glass stand		50.00
109.	SERIGRAPH – 20" X 15" sight size Woman holding a cigarette, no apparent signature, in gold metal frame		50.00
110.	CONTENTS OF CABINET Small amount of assorted every day dinnerware, glassware, flatware		40.00
111.	DECORATIVE ITEMS Metal openwork footed bowl; fruit decorated painted chest, ring pulls, metal paw feet		50.00
112.	PAINTING – 60" X 24" sight size Oil on canvas, flowers in vase, no apparent signature, in black wood frame		50.00
113.	CONTENTS OF CABINET Small amount of dinner and glass ware; Murano green glass vase; (4) painted terracotta female figures		60.00
114.	END TABLE Circular glass top, metal base		10.00
115.	LAMP Bronze color wood, glass decoration, purple fabric shade		25.00
116.	SOFAS (2) Red Ultrasuede upholstery, crescent form, with single ottoman, by "American Leather"		250.00
117.	AREA RUG – 5' 3" X 8' Wool, hand tufted, multicolor circles, "Made in China"		75.00
118.	END TABLE Half oval glass top, polished metal support and base		40.00
119.	ELECTRONICS - Television – 50", Samsung, DLP, model no. HLR5087W, 2005 - DVD, Sony, model no. DVP-NS41P	50.00 5.00	55.00
120.	MISCELLANEOUS Color halftone print, "St. Andrews"; ceramic vase with artificial arrangement; pewter bowl		25.00

121.	MIRROR Whitewashed wood, rectangular frame, conforming beveled mirror plate		25.00
	TOTAL FOR EAST SITTING ROOM:		**$ 995.00**
	STAIRWELL		
122.	PAINTING – 72" X 64" sight size Oil on canvas, abstract scene, no apparent signature, in wood frame		$100.00
	TOTAL FOR STAIRWELL:		**$ 100.00**
	STUDY		
123.	TILT TOP TABLE Late 19th – early 20th Century, papier maché, shaped top, painted and mother-of-pearl decoration		$250.00
124.	FLOOR VASES (2) Beige ceramic, with artificial tree arrangements		100.00
125.	GLOBE Plastic, earth with mother-of-pearl countries, on polished metal stand		35.00
126.	BOOKS Approximately (500) books, hardcover, novels, cookery, art, reference		150.00
127.	FIGURINES (4) - Lladro – 4 ½", seated clown, "Pierrot with Puppy", Ref. No: 5277 - Lladro – 3", "Rabbit Eating, Ref. No: 4772 - Lladro – 4" X 6", plaque, seated Don Quixote - Lladro – 4 ¾", kneeling clown, "Pierrot with Puppy and Ball", Ref. No: 5278	25.00 25.00 10.00 25.00	85.00
128.	TELEVISION – 17" Zenith, LCD, model no. L17W36, 2003		25.00
129.	DESK ORGANIZER Painted wood, gallery, two doors, interior shelves and cubbies		25.00
130.	FIGURINES (4) - Lladro – 12", "Anniversary Dance", Ref. No: 1372 - Lladro – 13 ¼", "Golfing Couple", Ref. No: 1453 - Lladro – 10 ½", "Golfer", Ref. No: 4824 - Lladro – 10 ½", "Daisy", Ref. No: 5118	75.00 100.00 50.00 100.00	325.00

131.	KALEIDOSCOPES (2) Brass, mirror and glass; plastic on Lucite stand		20.00
132.	ELECTRONICS		145.00
	- Laptop, Dell Latitude, model no. D830, 2008	50.00	
	- Scanner, Visioneer, model no. 9750USB	75.00	
	- Monitor – 17", Dell, flat panel	20.00	
133.	MISCELLANEOUS Porcelain dog; Murano style glass woman; plaster figure, "Fiddler on the Roof", chipped - no commercial value; resin figure, seated woman, "Florence"; "Red Ryder" BB gun		75.00
134.	FIGURE – 9" Lladro, standing girl CONDITION: Missing stick		25.00
135.	STEUBEN GLASS (2) Etched signatures		275.00
	- "American Eagle" – 6 ¼", # 8304	200.00	
	- Seashell – 3 ½" x 4"	75.00	
136.	TABLE Light stain wood, rectangular top, trestle support		40.00
137.	DESK CHAIR Gray upholstery, metal base, flipper arms		10.00
138.	SIDE TABLE Circular mosaic top, metal base		20.00
139.	ARM CHAIRS (2) Rattan and metal, circle back, tapered legs		50.00
140.	SIDE TABLE Circular marble top, tripod metal base		30.00
141.	TELESCOPE – 21" Reproduction 18th Century style reflecting telescope, brass, "Culpepper Instruments, England", "12=059/1982", tripod base		350.00
142.	PLANTER Painted with relief decoration, made in Mexico		50.00
143.	BENCH Black painted metal, scroll arms		40.00
	TOTAL FOR STUDY:		**$2,125.00**

UPSTAIRS WEST HALL

144.	PAINTING – 23" X 31" sight size Oil on canvas, river, trees and city, illegible signature, in gold wood frame	$50.00
145.	LITHOGRAPH 22/275, pencil signed lower right, "Joy", Japanese style, seated woman with bird, in wood frame	30.00
146.	FLOOR VASE Asian style painted ceramic, with artificial arrangement	25.00
147.	CONTENTS OF KITCHEN Small amount of everyday dinnerware, glassware; microwave; coffee maker	40.00
148.	RUNNER – 2 ½' X 10' Wool, beige and tan squares, black accents	10.00
	TOTAL FOR UPSTAIRS WEST HALL:	**$ 155.00**

WEST UPSTAIRS BATH / CLOSET

149.	TELEVISION – 19" Vizio, LCD, model no. VA19L HDTV10T	$30.00
150.	MISCELLANEOUS ON COUNTER Enameled crab; (9) assorted glass perfume bottles, some with chips; silverplate tray	50.00
151.	PRINT – 12" X 9" sight size 96/200, "713", pencil signed lower right, "Mike Levy", King David at Jerusalem, in silver metal frame	25.00
152.	BAKER'S RACK Brown metal, scroll legs, four tiers	30.00
153.	MISCELLANEOUS Potpourri basket; vase with artificial arrangement; pot with arrangement; tree form metal towel rack; ceramic couple; (2) area rugs	25.00
154.	SLIPPER CHAIR Green floral upholstery	25.00
155.	TELEVISION – 19" Vizio, model no. VA19L HDTV10T	30.00

156.	GARMENT STEAMER Rowenta		10.00
	TOTAL FOR UPSTAIRS BATH / CLOSET:		**$ 225.00**
	WEST UPSTAIRS BEDROOM		
157.	CHEST OF DRAWERS Late 19th – early 20th Century, stripped finish, shaped top, three drawers		$75.00
158.	MISCELLANEOUS ON CHEST Plaster sculpture - 22", girl with dog; artificial arrangement in wood pot; lamp, ceramic and wood body, fabric shade		30.00
159.	ARMOIRE Whitewashed pine, overhanging rounded cornice, two doors, fitted interior		400.00
160.	ELECTRONICS - Television – 47", Vizio, model no. M470NV, 2011 - VCR, Panasonic, model no. DVD-S27	100.00 10.00	110.00
161.	DOUBLE CHAIR Carved wood frame, leather with nailhead trim, floral fabric seat with accent pillows, by Robb and Stuckey		250.00
162.	NIGHTSTAND Mirror and silver metal, single drawer, two doors		50.00
163.	LAMP Polished metal, white glass shade, adjustable		10.00
164.	SLEIGH BED Medium stain wood, kingsize, together with mattress, box spring and frame		150.00
165.	CHEST Whitewashed pine, carved decoration		40.00
166.	AREA RUG – 8 ½' X 5' Wool, all over floral decoration on tan field, lightly sculpted		50.00
167.	NIGHTSTAND Medium stain wood, bow front, three drawers, by Tommy Bahama		50.00
168.	LAMP Tiffany style, bronze colored metal base, stained glass shade		45.00

169.	MISCELLANEOUS Upholstered stool; (2) throw rugs – 24" x 34"	30.00
170.	TREADMILL Life Fitness, T3	100.00
171.	PAINTING – 54" X 60" Multi media, abstract flowers, squares, no apparent signature	100.00
172.	FIGURINE – 28" Lladro, Gres finish, woman with paint palette, "Portrait", Ref. No: 4942	600.00
173.	PLANTER Painted with relief decoration, made in Mexico	50.00
174.	BISTRO SET (3) Black painted metal, circular table top, together with (2) side chairs	60.00
175.	BENCH Black painted metal, scroll arms	40.00
	TOTAL FOR WEST UPSTAIRS BEDROOM:	**$2,240.00**
	NORTH UPSTAIRS GUEST ROOM	
176.	CHILD'S BENCH Pine, "L" form with storage	$40.00
177.	CHILD'S ROCKER Rattan and wicker, with pink cushion	25.00
178.	NIGHTSTAND Pine, rectangular top, single drawer	20.00
179.	LAMP Glass and polished metal, square fabric shade NOTE: Matches # 84 and 96	25.00
180.	BED Light stain wood, fullsize, together with mattress, box spring and frame	75.00
181.	SCREEN – 61" X 36" Light stain wood, three panels, cutouts for photographs	10.00
182.	TELEVISION – 20" JVC, CRT, with VCR CONDITION: Obsolete - no commercial value	0.00

183.	STAND Medium stain wood, bamboo and cane accents		25.00
	TOTAL FOR NORTH UPSTAIRS GUEST ROOM:		**$ 220.00**
	SOUTH UPSTAIRS GUEST ROOM		
184.	CHEST Bombé, shaped marble top, medium stained wood, floral decorations, three drawers		$30.00
185.	LOW CHAIR Woven rattan, wood legs		35.00
186.	ARMOIRE Medium stain wood, overhanging cornice, two doors with lattice inserts, over two solid doors		75.00
187.	TELEVISION – 32" Vizio, LCD, model no. VO32OE, 2009		45.00
188.	WOOD CARVING Painted and carved, seated figure		20.00
189.	GICLÉE – 46" X 64" On canvas, "The Beatles", 353/950, stylized photograph of the album cover of the Beatles first album release in the United States in 1964		100.00
190.	NIGHTSTANDS (2) - Early 20th Century, stripped pine, painted floral decoration, single drawer over door - Medium stain pine, rectangular top, three drawers, bracket feet	40.00 25.00	65.00
191.	LITHOGRAPHS (2) – 11" X 17" Late 19th Century, landscape with figures and animals, in black and gold wood frames		50.00
192.	SLEIGH BED Medium stain wood, Queen size, head and foot board, together with mattress, box spring, and frame		75.00
193.	LAMP Gold wood, glass decoration, purple shade		25.00
	TOTAL FOR SOUTH UPSTAIRS GUEST ROOM:		**$ 520.00**

	WEST GARAGE	
194.	GOLF CART Club Car, white, roof console, headlights, Serial No. CCI102519301, 2010	$2,000.00
195.	WALL UNITS (2) Mica, brass pulls – no commercial value	0.00
196.	CONTENTS OF WALL UNIT Assorted shoes, towels – no commercial value	0.00
197.	PAINTING – 84" X 48" sight size Barry Leighton Jones, English, (1932 – 2011) Oil on canvas, signed lower right, "Leighton Jones", European dock scene with boats, in gallery wrap frame	100.00
198.	CABINET Medium stain and painted wood, magazine rack	25.00
199.	MISCELLANEOUS (2) Sets golf clubs, with bags; assorted golf bags; step ladder; assorted household items	100.00
	TOTAL FOR WEST GARAGE:	**$2,225.00**
	EAST GARAGE	
200.	MISCELLANEOUS Mica cabinet - no commercial value; step ladder; cleaning equipment; vases; shredder	$30.00
201.	REFRIGERATOR Amana, top freezer, red, 18 cubic foot, Model No. ATF1822MRH00	75.00
	TOTAL FOR EAST GARAGE:	**$ 105.00**
	PATIO / POOL AREA	
202.	PATIO FURNITURE Woodard, brown powder coated aluminum with sling seating, consisting of (2) double gliders, serving cart, (6) dining arm chairs, oval dining table/umbrella, (8) swivel bar stools, (2) ottoman, (4) chaise lounges, (3) side tables	$2,000.00

203.	METAL STATUARY		2,800.00
	- (2) Metal cranes, 5' and 6'	400.00	
	- (3) Cherubs on a swan	300.00	
	- (3) Children on a log fishing	300.00	
	- Angel holding fish	100.00	
	- Seated boy on stump with fishing pole	300.00	
	- Nude woman on chaise, Leonardo Rossi	1,000.00	
	- Golfer holding clubs and lantern	150.00	
	- Young girl dressed in her mother's clothes, Jim Davidson (located at front entrance)	250.00	
204.	PLANTERS		500.00
	- (4) Large pottery with incised decoration	200.00	
	- (2) Mexican, round	100.00	
	- (3) Assorted ceramic frogs and turtle	100.00	
	- Tall pottery with line decoration (front entrance)	50.00	
	- Pottery with fish decoration	50.00	
205.	MISCELLANEOUS		440.00
	- Cast cement pelican	100.00	
	- Metal pedestal	50.00	
	- Cast cement turtle	35.00	
	- Curved cement and tile bench	50.00	
	- Assorted silk flowers – no commercial value	0.00	
	- Cement succulent; (2) ladles; (6) metal watering cans; (2) terracotta clocks; terracotta pot	60.00	
	- Mexican ceramic giraffe	40.00	
	- (2) Mexican sun plaques	70.00	
	- (2) Plastic pots with silk plant	35.00	
	TOTAL FOR PATIO / POOL AREA:		**$5,740.00**
	TOTAL FOR LIONS HEAD LANE:		**$36,270.00**

2494 SOUTH OCEAN BLVD, BOCA RATON, FL

ELEVATOR AREA

206.	ARM CHAIRS (2) Tan leather, wood legs, designed by Umberto Assnago for Giorgetti		$600.00
207.	CONSOLE TABLE Rectangular marble top, chrome "U" shape support		150.00
208.	OCCASIONAL TABLE Brown metal, circular top, shaped base		50.00
209.	MISCELLANEOUS Painted fabric sun; pewter bowl; artificial arrangement with ceramic vase		40.00
	TOTAL FOR ELEVATOR AREA:		**$ 840.00**

LIVING / DINING AREA

210.	PAINTING – 48" X 48" sight size Oil on canvas, signed lower left, "R. A. Braudes", landscape with abstract squares, in gold wood frame		$250.00
211.	WALL UNIT Dark stain oak, three cabinets, two open shelves NOTE: Attached to wall		500.00
212.	ELECTRONICS - Television – 46", Samsung, LCD, model no. LNT4665 FX/XAA, 2007 - Bose AV18 Media Center, with subwoofer and (5) speakers - Dish box, VIP 822 DVR – not owned	150.00 300.00 N/A	450.00
213.	MISCELLANEOUS DECORATIVE ITEMS (3) Wood picture frames on stands; (3) vases; candlestick; vase; bowl; floor vase with artificial arrangement		75.00
214.	MIRROR – 23" X 21" Jay Strongwater, enameled birds and butterflies, style no. SHM3012455		2,000.00
215.	SECTIONAL SOFA Beige upholstery, square form, "L" shape, with accessory pillows, rear wood shelving, Bowetepi		400.00
216.	COCKTAIL TABLE Square glass top, chrome supports, smoked glass base		150.00

217.	AREA RUG – 7' X 5' Wool, light tan with black stripes, made in India		30.00
218.	CANDELABRA – 7" X 30" Jay Strongwater, 54/250, branches with leaves and butterflies		1,000.00
219.	TUB CHAIRS (2) Beige leather with dark stain wood trim, by Montbel, with accessory pillows		400.00
220.	END TABLE Circular glass mirror top, metal tulip base, by Arteriors		100.00
221.	FLOOR LAMP – 75" Designed by Orlando Favaretto, (6) gooseneck lamps, chrome body, plastic shades, by De Majo		200.00
222.	MISCELLANEOUS (4) - (2) Orange glass, (1) black and white terracotta, all with artificial arrangements - Artificial arrangement, in glass vase	100.00 25.00	125.00
223.	TILES (7) Multicolor abstract geometric designs, verso reads, "Lineage Tile"		175.00
224.	SOFA AND OTTOMAN Designed by Rick Lee, rust leather upholstery, symmetrical form, "Arclounge" by American Leather		300.00
225.	END TABLE – 18" X 10" X 12" Circular top, appears to be petrified wood, tripod tapered leg base		250.00
226.	PLANT STAND Polished gray metal, square form, single shelf		50.00
227.	MISCELLANEOUS Artificial arrangement in glass vase; black metal candlestick		40.00
228.	DINING TABLE – 72" diameter Circular glass top, circular six legged metal base		250.00
229.	DINING CHAIRS (8) Designed by Chi Wing Lo, tan leather back and seat, maple trim and legs, by Giorgetti		1,200.00
230.	ARTIFICIAL ARRANGEMENT In white glazed pot		20.00
231.	MIRROR – 84" X 48" Silver wood, wavy form, rectangular mirror plate		150.00

232.	SIDE TABLE Designed by Fabio Di Bartolomei, circular glass top, twist glass support, on wood base, by "Fiam", Italy	200.00
233.	VASE Painted frosted glass with artificial arrangement CONDITION: Paint loss	5.00
234.	FLOOR CANDLESTICKS (3) Dark stain wood, Arts and Craft style	30.00
235.	SCULPTURE – 92" Wood, resin, glass, folk art style, painted and decorated board, with glass inset and resin base	100.00
236.	CONTENTS OF HALL BATH Mirror - 28"x 24", gold wood, beveled mirror plate; (2) wall sconces; (2) artificial arrangements in pots	75.00
	TOTAL FOR LIVING / DINING AREA:	**$8,525.00**

MASTER BEDROOM

237.	PAINTINGS (2) – 18" X 14" sight size Larry Laslo, American, (20th – 21st Century) Picasso style figures, in wood frames	$600.00
238.	PAINTING – 30" X 43" sight size Kirt G. Brown, American, (20th – 21st Century) Oil on board, titled, "River Bend" signed lower right, "Kirt G. Brown", riverscape, in silver wood frame	150.00
239.	SOFA Tan leather, single arm, loose cushion back and seat, polished metal legs	200.00
240.	OCCASIONAL TABLE Circular glass top, painted metal base	40.00
241.	VASE Blown glass, brown color, bulbous form, with artificial arrangement	25.00
242.	FLOOR LAMP Gray metal base and body, square beige fabric shade	75.00
243.	DOUBLE DRESSER Medium stain wood veneer, rectangular top, six drawers with metal pulls	250.00
244.	TELEVISION – 40" Samsung, LCD, model no. LN40A650S1FXZA, 2008	150.00

245.	BED Medium stain wood veneer and polished metal, king size, two built in night stands, together with mattress, box spring and frame	350.00
246.	LAMPS (2) Plastic and brushed metal, square form, gray fabric shade, by Anthony	80.00
247.	PAINTING – 17" X 16" sight size Kirt G. Brown, American, (20th – 21st Century) Oil on board, titled, "Forever", signed lower right, "Kirt G. Brown", landscape with trees, in silver wood frame	100.00
248.	CONTENTS OF BATH Assorted vases; flower arrangements; bathroom accessories	25.00
	TOTAL FOR MASTER BEDROOM:	**$2,045.00**
	NORTHEAST GUEST ROOM	
249.	BED Queen size, together with mattress, box spring and frame, accessory pillows	$75.00
250.	SIDE TABLE Demilune, glass top, black and brown metal base, single shelf	60.00
251.	LAMP Brass and leather, oval body, beige fabric shade	40.00
252.	PRINTS (4) Color halftones, assorted tropical subjects, in wood frames	60.00
253.	CHEST OF DRAWERS Light stain wood, pinched waist, seven drawers	100.00
254.	ARTIFICIAL ARRANGEMENTS (2) Roses, in glass vase; lilac flowers in green bowl	35.00
255.	END TABLE Circular wood top, gray metal base	30.00
256.	LOUNGE CHAIR Black leather and tubular steel, recliner, with matching ottoman	100.00

257.	FLOOR LAMP Chrome, adjustable		15.00
	TOTAL FOR NORTHEAST GUEST ROOM:		**$ 515.00**
	KITCHEN / FAMILY AREA		
258.	PAINTING – 60" X 36" sight size Oil on canvas, abstract square, yellow, beige, brown, no apparent signature, in gallery wrap frame		$100.00
259.	TREADMILL Life Fitness, T3.0		75.00
260.	SOFA Beige leather, two seats with attached circular glass table and lamp		300.00
261.	NESTING TABLES (3) Maple tops, triangle form, tripod base		75.00
262.	MIXED MEDIA (2) – 16" X 16" sight size Scott Hile, American (20th – 21st Century) Abstracts, titled "Shifting gears", "Germination", pencil signed lower right, "S. Hile", in gold wood frame		100.00
263.	COCKTAIL TABLE Multi-pane rectangular glass tops on metal supports, rectangular wood base, metal legs		250.00
264.	MISCELLANEOUS Pewter tray; (3) artificial arrangements in vases; "Athletic Club" plate; fish tray; bowl; assorted books		75.00
265.	AREA RUG – 6' X 8' Dhurrie, flat weave, geometric design		35.00
266.	PRINTS (2) Color halftone, abstract, in silver wood frames CONDITION: Faded – no commercial value		0.00
267.	DECANTERS (2) Clear glass		50.00
268.	TOP SHELF - (2) Miscellaneous Asian style bowls - Shallow glass bowl - 11", with decoration in relief - Asian style bowl, George Briard	20.00 15.00 20.00	55.00

269.	SECOND SHELF		40.00
	- (8) Glass and metal shakers	10.00	
	- 9" - Glass religious object	10.00	
	- Cream jug and covered sugar on plate	20.00	
	- Cut glass bowl, chips, imperfections – no commercial value	0.00	
270.	THIRD SHELF		90.00
	- (2) Bavarian plates with cups	15.00	
	- (2) Laure Japy plates - 12", green trim, decorative center	15.00	
	- (8) Laure Japy plates – 12 ½", full color center	60.00	
271.	FOURTH SHELF		85.00
	- (5) Tulip flutes - 8"	25.00	
	- (8) Martinis, clear glass bowl, green bubble base	40.00	
	- (4) Martinis, clear glass bowl, twist glass stem	20.00	
272.	BOTTOM SHELF Serving platter, with matching dip bowl, "China"		25.00
273.	TELEVISION – 40" Samsung, LCD, model no. LNT4065FX, 2008		150.00
274.	POT Terracotta		10.00
275.	BAR STOOLS (6) Maple with polished steel support, fabric pillow back with upholstered seat, by Heltzer		240.00
276.	SERIGRAPH – 33" X 23" sight size Janet Bauman, American (20th – 21st Century) Abstract, Resten Series, I2P-1, pencil signed lower right, "J. Baughman ©2000", in silver wood frame		50.00
277.	DINNERWARE Laure Japy, consisting of (6) plates – 12"; (8) plates – 9"; (8) bowls – 9"		110.00
278.	MISCELLANEOUS KITCHENWARE Assorted everyday dinnerware, glassware, cookware, small appliances		150.00
	TOTAL FOR KITCHEN / FAMILY AREA:		**$2,065.00**
	NORTHWEST GUEST ROOM		
279.	WALL MOUNTED SHELF UNIT Medium stain wood, two panels, adjustable shelves		$150.00

280.	MISCELLANEOUS ON SHELF UNIT (5) Wood artist mannequins; (2) hurricane candle holders; (2) artist signed pottery vases, brown and tan; (4) assorted vases; artificial plant in pot	100.00
281.	LOUNGE CHAIR AND OTTOMAN Tan leather, art deco style	250.00
282.	NIGHTSTANDS (2) Light stain wood, two drawers, tapered legs	80.00
283.	LAMPS (2) Gold and silver wood, bulbous stepped form, silver paper shade	70.00
284.	BED Polished metal headboard and footboard, full size, together with mattress, box spring and frame	75.00
285.	LITHOGRAPHS (3) – 10" X 5" Abstracts, Geometric "J", Geometric "I", Geometric "H", illegibly pencil signed lower right, in silver frames	60.00
286.	MISCELLANEOUS Green vase with dried branches; color halftone geometric abstract in wood frame	40.00
	TOTAL FOR NORTHWEST GUEST ROOM:	**$ 825.00**
	BALCONY	
287.	OUTDOOR FURNITURE Brown Jordan, consisting of (4) chaise lounges, (2) end tables CONDITION: Pitted	$50.00
	TOTAL FOR BALCONY:	**$ 50.00**
	TOTAL FOR SOUTH OCEAN BLVD:	**$14,865.00**
	REPORT TOTAL:	**$51,135.00**

SUMMARY

7020 Lions Head Lane, Boca Raton, FL

FOYER	$2,455.00
LIVING AREA	4,775.00
POWDER ROOM	225.00
DINING AREA	4,565.00
KITCHEN	2,115.00
FAMILY ROOM	4,685.00
POWDER ROOM 2	120.00
WEST HALL	1,475.00
FIRST FLOOR NORTHWEST GUEST ROOM	600.00
FIRST FLOOR WEST GUEST ROOM	605.00
EAST SITTING ROOM	995.00
STAIRWELL	100.00
STUDY	2,125.00
UPSTAIRS WEST HALL	155.00
WEST UPSTAIRS BATH / CLOSET	225.00
WEST UPSTAIRS BEDROOM	2,240.00
NORTH UPSTAIRS GUEST ROOM	220.00
SOUTH UPSTAIRS GUEST ROOM	520.00
WEST GARAGE	2,225.00
EAST GARAGE	105.00
PATIO POOL AREA	5,740.00
TOTAL FOR LIONS HEAD LANE:	**$36,270.00**

2494 South Ocean Blvd., Unit C-5, Boca Raton, FL

ELEVATOR AREA	$840.00
LIVING / DINING AREA	8,525.00
MASTER BEDROOM	2,045.00
NORTHEAST GUEST ROOM	515.00
KITCHEN / FAMILY AREA	2,065.00
NORTHWEST GUEST ROOM	825.00
BALCONY	50.00
TOTAL FOR SOUTH OCEAN BLVD.:	**$14,865.00**
REPORT TOTAL:	**$51,135.00**

Robert A. Hittel, ASA, ISA AM

Accredited Senior Appraiser American Society of Appraisers
Accredited Member International Society of Appraisers

Robert A. Hittel Appraisal Services, Inc.
3038 North Federal Highway Building I
Fort Lauderdale, Florida 33306

Education

USPAP – Uniform Standards of Professional Appraisal Practice
1994, 1998, 2002, 2006, 2010, 2012

Whitehall Seminars – 2007
Antique Pottery and Porcelain Identification
Fakes and Frauds of the 19th and 20th Centuries
Silver and the Modernist Movement
Wood Identification

International Society of Appraisers – Appraisal Courses
The Appraisal of Japanese Prints (2011)
Requalification Certification Course (2011)
"Books for the Generalist" (Webinar, wrote and presented 2010)
The Appraisal of Fine Art (2008)
The Appraisal of Antiques and Residential Contents (2005)
ISA Professional Development Program (2005)

American Society of Appraisers – Appraisal Courses
Appraising Oriental Rugs (2002)
Instructors Course (2003)

American Association of Appraisers – Appraisal Courses
IRS Rules and Regulations (2001)

Annual Conference Attendance
International Society of Appraisers
- Nashville, Tennessee (2011)
- Charleston, South Carolina (2009)
- Fort Worth, Texas (2007)
- Santa Fe, New Mexico (2006)

American Society of Appraisers
- Tampa, Florida (2003)

University of South Florida, Tampa, Florida
Bachelor of Arts Degree (1974)

Experience

Personal Property Appraiser (1990 - Present)
Rare Books, Maps, Manuscripts, Autographs, Antiques and Residential Contents, Machinery and Equipment

Rare Book Shop Owner (1974-2005)
Specializing in Americana, sporting, fine bindings, first editions

Professional Memberships

American Society of Appraisers – Senior Member – 1990 – present
Personal Property – Classified Specialties – Rare Books
South Florida Chapter - Secretary, Vice President, President 2000-2003

International Society of Appraisers – Accredited Member – 2005 - present
Personal Property – Antiques and Residential Contents, Fine Art

Florida Antiquarian Booksellers Association – founding member
Vice President 2001-2003, 2005-2006, 2008-2009, board member 2009-2012

Diane Marvin, ISA CAPP

Certified Appraiser of Personal Property

Certifications

Certified Appraiser of Personal Property (CAPP)
Awarded the CAPP designation in Antiques and Residential Contents (ARC) by the International Society of Appraisers (ISA). CAPP is the Society's highest level of recognition, and fewer than 150 appraisers in the US and Canada have attained this professional achievement. Certified appraisers must complete a long-term, intensive course study in appraisal principles, pass the examinations on the theory and practice of professional appraising, as well as ethical standards of practice and legal considerations. (January 2008)

USPAP - Uniform Standards of Professional Appraisal Practice
Successfully completed a 15-hour course and examination on the Uniform Standards of Professional Appraisal Practice (USPAP), the Congressionally-recognized set of appraisal standards promulgated by The Appraisal Foundation. Completed March 28, 2012, effective through March 28, 2017.

Education

International Society of Appraisers - Core Courses
Course 101 - Appraisal Theory & Principals, Value & Market Definition Appraisal Uses, Federal Regulations
Course 102 - Appraisal Ethics, USPAP, ISA Appraisal Report Writing Standard, Identification & Authentication, Market & Value Research, Legal Issues
Course 103 - Business Practices, Appraisal Techniques, Practical Appraisal Report Writing
Course 104 - Advanced Appraisal Theory and Report Writing

Asian Art Seminar (2009)

The Appraisal of Antiques and Residential Contents
ISA Professional Development Program (2003)

The Appraisal of Oriental Rugs (2003)

Mandatory ISA Re-qualification Program, successful completion (2001) (2006)

ISA Re-qualification Core Course Review (2000) (2006)

American Society of Appraisers
Annual Conference, attended one day, Orlando, FL (2009)
Course 303 - Appraisers As Expert Witnesses (2002)
Appraising Oriental Rugs (2001)
Antique Clocks & Watches (2001)

New Orleans Antiques Forum (2009)

Education Continued

Tuscaloosa Antiques Symposium (2007, 2009)

Whitehall at the Villa Antiques Seminar
Wood Identification (2007)

Annual Conference Attendance - International Society of Appraisers

Tempe, AZ (2012)	Santa Fe, NM (2006)
Nashville, TN (2011)	Atlanta (2004)
Toronto, Canada (2010, 2000)	Philadelphia, PA (2003, 1990)
Charleston, SC (2009)	Washington, D.C. (1997)
Baltimore, MD (2008)	Boston, MA (1994)
Fort Worth, TX (2007)	Chicago, IL (1992)

Bloomsburg University, Bloomsburg, Pennsylvania
Bachelor of Arts Degree (1979)

Experience

Personal Property Appraiser (1989 - Present)
Specialty: Antiques and Residential Contents (ARC), antique and used furniture, fine and decorative art, crystal, silver, porcelain, textiles, collectibles, office equipment, liquidations, consultations. Appraisals prepared for estate purposes including estate tax, probate and equitable distribution, dissolution of marriage, donation, damage claims, insurance, and bankruptcy.

Auction Gallery of the Palm Beaches, West Palm Beach
Observed the sale of furniture, antiques, art and collectibles in the South Florida market place

Guest Appraiser
Boca Raton Children's Museum; Hibel Museum of Art, Jupiter; The von Liebig Art Center, Naples; Delray Beach Historical Society; City of Pembroke Pines

Antique Shop Owner (1984 - 1991)
Specializing in American antique furniture, American textiles, silver, ceramics and decorative arts

Assistant Curator
Barrington Museum of American Folk Art, Delray Beach, Florida
Special Exhibits and School Programs

Organizations Memberships

International Society of Appraisers
Certified Member, ISA-CAPP (2008 - Present)
Accredited Member International Society of Appraisers, ISA-AM (2003 - 2008)
Member International Society of Appraisers (1989 - 2003)

Foundation for Appraisal Education (2009 - Present)
Vice President of FAE Board of Directors and Scholarship Director
The Foundation for Appraisal Education is a not-for-profit organization formed to promote the advancement of education related to personal property appraising.

Organizations Memberships Continued

Member South Florida / Greater Miami Chapter, ISA (1990 - Present)
Vice President / Program Chairman (1990 – 1992) (2004)
Past President (1992 - 1993)

Other
International Ivory Society
The National Association of Watch & Clock Collectors, Inc.
The International Paperweight Society

Qualified as Expert Witness

Federal Bankruptcy Court - Fort Lauderdale, Florida
Circuit Civil Court Broward County
Circuit Civil Court Palm Beach County

- Main Judicial Complex, West Palm Beach
- North County Courthouse, Palm Beach Gardens
- South County Courthouse, Delray Beach

Lectures

Topics:

- "Issues Affecting Appraisers and Their Clients"
- "When Do You Need an Appraiser?"
- "How to Advise Clients to Prepare a Separate Writing"
- "History and Valuation of Dedham Pottery"
- "History and Valuation of Antique and Contemporary Glass Paperweights"
- "American Quilts: 18th – 20th Century"
- General antiques and collectibles; antique textiles; American pottery

Venues:

- Historical Museum of Southern Florida, Miami
- Boca Raton Historical Society
- ISA Fort Lauderdale / Palm Beach Chapter
- ISA Miami Chapter (currently South Florida Chapter)
- South Broward Estate Planning Council
- Northern Trust Bank, Sun Trust Bank, Wachovia Bank
- Palm Beach Guardianship Association
- Guest lecturer at ISA 1992 and 1994 Annual Conferences
- Various organizations in the South Florida area, lectures delivered to attorneys, accountants, bank trust officers, appraisers and individuals

Media Publications

HDTV, Auction HD, "Treasure Seekers", featured specialist, January 2005

Value This with Brian and Leon, Radio WRNJ, October 2004

"How To Get An Accurate Appraisal" - *Quilt Almanac 1992*

"The Care and Preservation of Antique Quilts" - *Quilt Magazine 1986*

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SIMON BERNSTEIN
C/O ARBITRAGE INT'L MARKETING
950 PENINSULA CORPORATE CIR STE 3010
BOCA RATON FL 33487-1387

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J.P.Morgan

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J.P.Morgan

For the Period 8/1/12 to 8/31/12

Account Summary

	Account Number	Beginning Net Market Value	Ending Net Market Value	Change In Value	Start on Page
Investment Account(s)					
SIMON BERNSTEIN TOD S BERNSTEIN	W32578002[1]	0.00	0.00	0.00	4
SIMON BERNSTEIN TOD S BERNSTEIN	24208956[2]	0.00	0.00	0.00	5
SIMON BERNSTEIN IRA ROLLOVER	W32585007[1]	707,120.91	519,266.37	(187,854.54)	6
Total Value		**$707,120.91**	**$519,266.37**	**($187,854.54)**	

This account summary is provided for informational purposes and includes assets at different entities.

(1) Assets held at JPMorgan Chase Bank, N.A., member Federal Deposit Insurance Corporation ("FDIC"), except for exchange-listed options, which are held at JPMorgan Clearing Corporation ("JPMCC"). The Asset Account Statement reflects brokerage transactions executed through J.P. Morgan Securities LLC ("JPMS"), see "Portfolio Activity Detail". Equity securities, fixed income securities, and listed options transactions are generally cleared through JPMCC, a wholly owned subsidiary of JPMS. Please see "Additional Information About Your Accounts" at the end of the Asset Account Statement.

(2) Assets held in Margin Account at JPMCC, member Financial Regulatory Authority ("FINRA") and Securities Insurance Protection Corporation ("SIPC"). The Margin Account Statement reflects brokerage transactions executed by JPMS, see "Portfolio Activity Detail". Such transactions are cleared and carried through JPMCC.

Please see disclosures located at the end of this statement package for important information relating to each J.P.Morgan account(s).

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J.P.Morgan

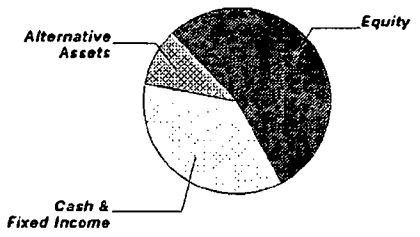
For the Period 8/1/12 to 8/31/12

Consolidated Summary

INVESTMENT ACCOUNTS

Asset Allocation	Beginning Market Value	Ending Market Value	Change In Value	Estimated Annual Income	Current Allocation
Equity	349,332.93	280,438.01	(68,894.92)	5,339.47	54%
Alternative Assets	115,492.21	51,289.43	(64,202.78)	235.54	10%
Cash & Fixed Income	242,295.66	187,538.84	(54,756.82)	6,982.68	36%
Market Value	**$707,120.80**	**$519,266.28**	**($187,854.52)**	**$12,557.69**	**100%**
Accruals	0.11	0.09	(0.02)		
Market Value with Accruals	**$707,120.91**	**$519,266.37**	**($187,854.54)**		

Asset Allocation



Portfolio Activity	Current Period Value	Year-to-Date Value
Beginning Market Value	**707,120.80**	**717,453.24**
Net Contributions/Withdrawals	(200,000.00)	(250,000.00)
Income & Distributions	1,033.08	9,834.50
Change in Investment Value	11,112.40	41,978.54
Ending Market Value	**$519,266.28**	**$519,266.28**
Accruals	0.09	0.09
Market Value with Accruals	**$519,266.37**	**$519,266.37**

This Consolidated Summary shows all of your investments at J.P. Morgan other than investments we hold in trust for you. These investments may be held in custody or investment management account at JPMorgan Chase Bank, N.A. (the "Bank") or in a brokerage or margin account at J.P. Morgan Clearing Corp. ("JPMCC"). Brokerage and margin accounts are non-discretionary and all investment decisions are made by the client. J.P. Morgan Securities LLC ("JPMS") does not provide advice on asset allocation or investment management services, nor do its personnel take discretion over any client accounts. Such advice and services are provided exclusively by the Bank.

J.P.Morgan

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Consolidated Summary CONTINUED

INVESTMENT ACCOUNT(S) YEAR-TO-DATE

Portfolio Activity	Account Number	Beginning Market Value	Net Contributions/ Withdrawals	Income & Distributions	Change in Investment Value	Ending Market Value with Accruals
SIMON BERNSTEIN IRA ROLLOVER	W32585007	717,453.24	(250,000.00)	9,834.50	41,978.54	519,266.37

Tax Summary	Account Number	Taxable Income	Tax-Exempt Income	Other Income & Receipts	Realized Gain/Loss Short-term	Realized Gain/Loss Long-term	Unrealized Gain/Loss[1]
SIMON BERNSTEIN IRA ROLLOVER	W32585007	9,834.50			6.81	4,575.41	119,894.03

[1]Unrealized Gain/Loss represents data from the time of account inception to the current statement period.

JPMorgan Chase Bank, N.A.
270 Park Avenue, New York, NY 10017-2014

SIMON BERNSTEIN TOD S BERNSTEIN ACCT. W32578002
For the Period 8/1/12 to 8/31/12

Asset Account

J.P. Morgan Team

Todd Adelstein	Banker	561/995-5053
Christopher Prindle	Investment Specialist	561/838-4669
John Hawkins Jr	Client Service Team	800/576-0938
Matthew Marcin	Client Service Team	
Online access	**www.jpmorganonline.com**	

No market value or activity to report during this period

Please see disclosures located at the end of this statement package for important information relating to each J.P.Morgan account(s).

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J.P. Morgan Securities LLC
383 Madison Avenue, New York, NY 10179

SIMON BERNSTEIN TOD S BERNSTEIN ACCT. 24208956
For the Period 8/1/12 to 8/31/12

Margin Account

J.P. Morgan Team

Todd Adelstein	Banker	561/995-5053
Christopher Prindle	Investment Specialist	561/838-4669
John Hawkins Jr	Client Service Team	800/576-0938
Matthew Marcin	Client Service Team	
Online access	**www.jpmorganonline.com**	

Transactions cleared and carried through J.P. Morgan Clearing Corp. - Three Chase Metrotech Center, Brooklyn, NY 11245-0001, (347) 643-2578

No market value or activity to report during this period

Please see disclosures located at the end of this statement package for important information relating to each J.P.Morgan account(s).

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JPMorgan Chase Bank, N.A.
270 Park Avenue, New York, NY 10017-2014

SIMON BERNSTEIN IRA ROLLOVER ACCT. W32585007
For the Period 8/1/12 to 8/31/12

Asset Account

J.P. Morgan Team		
Todd Adelstein	Banker	561/995-5053
Christopher Prindle	Investment Specialist	561/838-4669
John Hawkins Jr	Client Service Team	800/576-0938
Matthew Marcin	Client Service Team	
Online access	**www.jpmorganonline.com**	

Table of Contents	Page
Account Summary	2
Holdings	
Equity	4
Alternative Assets	7
Cash & Fixed Income	9
Portfolio Activity	11

Please see disclosures located at the end of this statement package for important information relating to each J.P.Morgan account(s).

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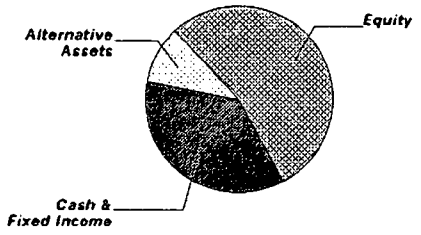
J.P.Morgan

SIMON BERNSTEIN IRA ROLLOVER ACCT. W32585007
For the Period 8/1/12 to 8/31/12

Account Summary

Asset Allocation	Beginning Market Value	Ending Market Value	Change In Value	Estimated Annual Income	Current Allocation
Equity	349,332.93	280,438.01	(68,894.92)	5,339.47	54%
Alternative Assets	115,492.21	51,289.43	(64,202.78)	235.54	10%
Cash & Fixed Income	242,295.66	187,538.84	(54,756.82)	6,982.68	36%
Market Value	**$707,120.80**	**$519,266.28**	**($187,854.52)**	**$12,557.69**	**100%**
Accruals	0.11	0.09	(0.02)		
Market Value with Accruals	**$707,120.91**	**$519,266.37**	**($187,854.54)**		

Asset Allocation



Portfolio Activity	Current Period Value	Year-to-Date Value
Beginning Market Value	**707,120.80**	**717,453.24**
Withdrawals & Fees	(200,000.00)	(250,000.00)
Net Contributions/Withdrawals	**($200,000.00)**	**($250,000.00)**
Income & Distributions	1,033.08	9,834.50
Change In Investment Value	11,112.40	41,978.54
Ending Market Value	**$519,266.28**	**$519,266.28**
Accruals	0.09	0.09
Market Value with Accruals	**$519,266.37**	**$519,266.37**

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Account Summary CONTINUED

Tax Summary	Current Period Value	Year-to-Date Value
Domestic Dividends/Distributions	1,032.97	9,831.92
Interest Income	0.11	2.58
Taxable Income	**$1,033.08**	**$9,834.50**

	Current Period Value	Year-to-Date Value
ST Realized Gain/Loss	6.81	6.81
LT Realized Gain/Loss	5,966.34	4,575.41
Realized Gain/Loss	**$5,973.15**	**$4,582.22**

	To-Date Value
Unrealized Gain/Loss	**$119,894.03**

Cost Summary	Cost
Equity	193,190.79
Cash & Fixed Income	81,003.07
Total	**$274,193.86**

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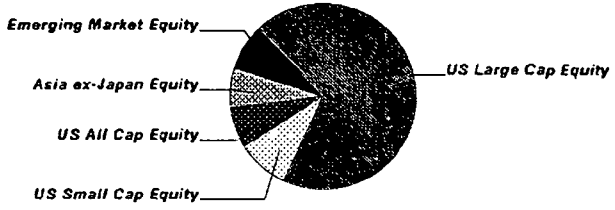
Equity Summary

Asset Categories	Beginning Market Value	Ending Market Value	Change In Value	Current Allocation
US Large Cap Equity	252,373.74	192,980.67	(59,393.07)	37%
US Small Cap Equity	25,024.52	25,443.28	418.76	5%
US All Cap Equity	27,431.23	22,558.21	(4,873.02)	4%
Asia ex-Japan Equity	25,048.18	20,204.31	(4,843.87)	4%
Emerging Market Equity	19,455.26	19,251.54	(203.72)	4%
Total Value	**$349,332.93**	**$280,438.01**	**($68,894.92)**	**54%**

Market Value/Cost	Current Period Value
Market Value	280,438.01
Tax Cost	193,190.79
Unrealized Gain/Loss	87,247.22
Estimated Annual Income	5,339.47
Yield	1.90%

Asset Categories



Equity as a percentage of your portfolio - 54 %

J.P. Morgan

SIMON BERNSTEIN IRA ROLLOVER ACCT. W32585007
For the Period 8/1/12 to 8/31/12

Note: P indicates position adjusted for Pending Trade Activity.

Equity Detail

	Price	Quantity	Value	Adjusted Tax Cost / Original Cost	Unrealized Gain/Loss	Est. Annual Inc. / Accrued Div.	Yield
US Large Cap Equity							
P **ISHARES RUSSELL 1000 VALUE INDEX** FUND 464287-59-8 IWD	70.38	585.000	41,172.30	27,138.89	14,033.41	888.03	2.16%
ISHARES RUSSELL 1000 GROWTH INDEX FUND 464287-61-4 IWF	66.01	806.000	53,204.06	32,403.66	20,800.40	661.72	1.24%
ISHARES DJ SELECT DIVIDEND INDEX FUND 464287-16-8 DVY	57.17	913.000	52,196.21	32,299.02	19,897.19	1,779.43	3.41%
MORGAN STANLEY TECHNOLOGY ETF 78464A-10-2 MTK	67.30	477.000	32,102.10	17,877.74	14,224.36	251.37	0.78%
SECTOR SPDR TRUST S/B/I-ENERGY 81369Y-50-6 XLE	71.53	200.000	14,306.00	15,219.74	(913.74)	227.60	1.59%
Total US Large Cap Equity			**$192,980.67**	**$124,939.05**	**$68,041.62**	**$3,808.15**	**1.97%**
US Small Cap Equity							
VANGUARD HEALTH CARE ETF 92204A-50-4 VHT	70.48	361.000	25,443.28	16,876.22	8,567.06	378.68	1.49%

J.P.Morgan

Account W32585007 Page 5 of 14 **Consolidated Statement Page 10**

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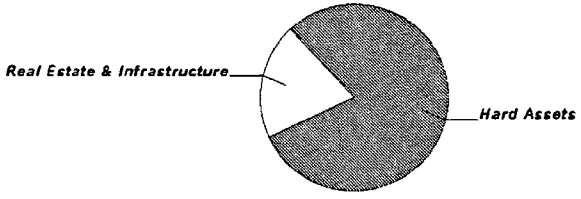
	Price	Quantity	Value	Adjusted Tax Cost / Original Cost	Unrealized Gain/Loss	Est. Annual Inc. / Accrued Div.	Yield
US All Cap Equity							
GATEWAY TRUST FUND 367829-20-7 GATE X	27.43	822.392	22,558.21	19,334.42	3,223.79	353.62	1.57%
Asia ex-Japan Equity							
T ROWE PRICE INTERNATIONAL FUNDS INC NEW ASIA FUND 77956H-50-0 PRAS X	15.41	1,311.117	20,204.31	19,453.79	750.52	196.66	0.97%
Emerging Market Equity							
I SHARES S&P LATIN AMERICAN 40 INDEX FUND 464287-39-0 ILF	41.58	463.000	19,251.54	12,587.31	6,664.23	602.36	3.13%

Alternative Assets Summary

Asset Categories	Beginning Estimated Value	Ending Estimated Value	Change In Value	Current Allocation
Hedge Funds	68,876.73	0.00	(68,876.73)	
Real Estate & Infrastructure	11,657.80	11,601.12	(56.68)	2%
Hard Assets	34,957.68	39,688.31	4,730.63	8%
Total Value	**$115,492.21**	**$51,289.43**	**($64,202.78)**	**10%**

Asset Categories



Alternative Assets Detail

Alternative Assets as a percentage of your portfolio - 10 %

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	Quantity/Original Commitment Amount	Cost/Net Capital Called Since Inception	Net Distributions Since Inception	Estimated Value	Est. Annual Inc. Accrued Div.	Yield
Real Estate & Infrastructure						
JPM US REAL ESTATE FD - SEL FUND 3037 4812C0-61-3 SUIE X	629.81	10,343.12		11,601.12	235.54	2.03%

Amounts shown above under "Estimated Value" for private equity funds are estimates based on the latest fund values received from each underlying fund, which value may be as of a date (underlying fund value date) prior to the period covered by this statement. The values provided by the underlying fund have been adjusted for any cash flows between your account and such fund that have occurred subsequent to the underlying fund value date to derive the "Estimated Value". Therefore, such "Estimated Value" may not reflect the value of your interest shown on any fund's actual books and records as of the date of this statement. For additional information, please contact your J.P. Morgan representative.
For private equity funds, Estimated Values are based on estimates provided by the underlying funds that are generally presented on a US GAAP basis, which records investments at fair value, or "marked-to-market". Most of these underlying funds also present their audited financial statements on a US GAAP basis (i.e., "marked-to-market"). However, some of these underlying funds present their audited financial statements using the Income Tax Basis of Accounting, which records investments "at cost" based on the accrual basis of accounting for Federal income taxes. Where the underlying fund provides periodic estimates on a "marked-to-market" basis but reflects investments "at cost" in its audited financial statements, the marked-to-market Estimated Value shown herein for a private equity fund may be materially different from the value reflected on such fund's audited financial statements (which are also based on the audited financial statements of the underlying fund).

	Price	Quantity	Estimated Value	Cost
Hard Assets				
ISHARES SILVER TRUST 46428Q-10-9 SLV	30.79	1,289.000	39,688.31	14,574.94

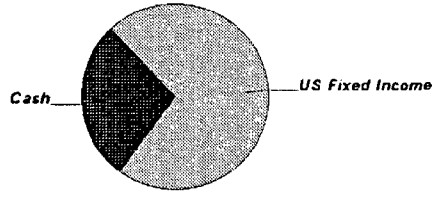
J.P. Morgan

SIMON BERNSTEIN IRA ROLLOVER ACCT. W32585007
For the Period 8/1/12 to 8/31/12

Cash & Fixed Income Summary

Asset Categories	Beginning Market Value	Ending Market Value	Change In Value	Current Allocation
Cash	12,656.65	51,105.98	38,449.33	10%
US Fixed Income	229,639.01	136,432.86	(93,206.15)	26%
Total Value	**$242,295.66**	**$187,538.84**	**($54,756.82)**	**36%**

Asset Categories



Cash & Fixed Income as a percentage of your portfolio - 36 %

Market Value/Cost	Current Period Value
Market Value	187,538.84
Tax Cost	81,003.07
Unrealized Gain/Loss	6,275.44
Estimated Annual Income	6,982.68
Accrued Interest	0.09
Yield	3.72%

SUMMARY BY MATURITY

Cash & Fixed Income	Market Value	% of Bond Portfolio
0-6 months[1]	187,538.84	100%

[1] The years indicate the number of years until the bond is scheduled to mature based on the statement end date. Some bonds may be called, or paid in full, before their stated maturity.

SUMMARY BY TYPE

Cash & Fixed Income	Market Value	% of Bond Portfolio
Cash	51,105.98	27%
Mutual Funds	136,432.86	73%
Total Value	**$187,538.84**	**100%**

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Note: [1] This is the Annual Percentage Yield (APY) which is the rate earned if balances remain on deposit for a full year with compounding, there is no change in the interest rate and all interest is left in the account.

** Unrealized Gain/Loss is shown as "N/A" in cases where we do not have appropriate cost information for all tax lots comprising the position. Please contact your J.P. Morgan team for additional information.

Cash & Fixed Income Detail

	Price	Quantity	Value	Adjusted Tax Cost / Original Cost	Unrealized Gain/Loss	Est. Annual Income / Accrued Interest	Yield
Cash							
US DOLLAR	1.00	12,398.85	12,398.85	12,398.85		1.23 0.09	0.01% [1]
PROCEEDS FROM PENDING SALES	1.00	38,707.13	38,707.13	38,707.13			
Total Cash			**$51,105.98**	**$51,105.98**	**$0.00**	**$1.23** **$0.09**	**0.00%**
US Fixed Income							
LOOMIS SAYLES FDS I BOND FD RETAIL 543495-83-2	14.71	6,851.67	100,788.01	527.68 **	N/A	5,577.25	5.53%
ISHARES IBOXX $ INVESTMENT GRADE CORPORATE BOND FUND 464287-24-2	120.83	295.00	35,644.85	29,369.41	6,275.44	1,404.20	3.94%
Total US Fixed Income			**$136,432.86**	**$29,897.09**	**$6,275.44**	**$6,981.45**	**5.11%**

Portfolio Activity Summary

Transactions	Current Period Value	Year-To-Date Value*
Beginning Cash Balance	**12,656.65**	--
INFLOWS		
Income	1,033.08	9,834.50
Total Inflows	**$1,033.08**	**$9,834.50**
OUTFLOWS **		
Withdrawals	(200,000.00)	(250,000.00)
Total Outflows	**($200,000.00)**	**($250,000.00)**
TRADE ACTIVITY		
Settled Sales/Maturities/Redemptions	199,443.94	224,146.27
Settled Securities Purchased	(734.82)	(6,011.13)
Total Trade Activity	**$198,709.12**	**$218,135.14**
Ending Cash Balance	**$12,398.85**	--

* Year to date information is calculated on a calendar year basis.
** Your account's standing instructions use a HIGH COST method for relieving assets from your position

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Portfolio Activity Detail

INFLOWS & OUTFLOWS

Settle Date	Type / Selection Method	Description	Quantity / Cost	Per Unit / Amount	Amount
8/1	Interest Income	DEPOSIT SWEEP INTEREST FOR JULY @ .01% RATE ON NET AVG COLLECTED BALANCE OF $12,607.19 AS OF 08/01/12			0.11
8/2	Div Domest	LORD ABBET INVT TR TOTAL RETURN A @ 0.031 PER SHARE AS OF 07/31/12 (ID: 543916-84-5)	6,645.346	0.031	207.14
8/7	Div Domest	ISHARES IBOXX $ INVESTMENT GRADE CORPORATE BOND FUND @ 0.38477 PER SHARE (ID: 464287-24-2)	295.000	0.385	113.51
8/17	Distribution	FUNDS TRANSFERRED FROM ASSET AC# W32585007 TO DDA AC# 000000849197231 AS REQUESTED			(50,000.00)
8/24	Distribution	FUNDS TRANSFERRED FROM ASSET AC# W32585007 TO DDA AC# 000000849197231 AS REQUESTED			(50,000.00)
8/27	Div Domest	LOOMIS SAYLES FDS I BOND FD RETAIL @ 0.063 PER SHARE AS OF 08/24/12 (ID: 543495-83-2)	6,851.666	0.077	527.68
8/30	Distribution	FUNDS TRANSFERRED FROM ASSET AC# W32585007 TO DDA AC# 000000849197231 AS REQUESTED			(100,000.00)
8/30	Div Domest	LORD ABBET INVT TR TOTAL RETURN A 08/29/12 INCOME DIVIDEND @ 0.034 PER SHARE AS OF 08/29/12 (ID: 543916-84-5)	5,451.590	0.034	184.64
Total Inflows & Outflows					**($198,966.92)**

TRADE ACTIVITY

Note: L indicates Long Term Realized Gain/Loss S indicates Short Term Realized Gain/Loss
** Realized Gain/Loss and tax cost are shown as "N/A" in cases where we do not have appropriate cost information for all tax lots comprising the sale. Please contact your J.P. Morgan team for additional information.

Trade Date / Settle Date	Type / Selection Method	Description	Quantity	Per Unit Amount	Proceeds	Tax Cost	Realized Gain/Loss
Settled Sales/Maturities/Redemptions							
8/16 8/17	Sale High Cost	JPM TR I HIGHBRIDGE STATISTICAL -SEL FUND 1011 J.P.MORGAN SECURITIES LLC AS AGENT @ 14.90 (ID: 4812A2-43-9)	(2,535.905)	14.90	37,784.98	(41,024.66)	(3,239.68) L
8/23 8/24	Sale High Cost	LOOMIS SAYLES FDS I BOND FD RETAIL (ID: 543495-83-2)	(1,533.742)	14.67	22,500.00	N/A **	N/A
8/23 8/24	Sale High Cost	LORD ABBET INVT TR TOTAL RETURN A (ID: 543916-84-5)	(1,193.756)	10.89	13,000.00	N/A **	N/A
8/23 8/24	Sale High Cost	GATEWAY TRUST FUND (ID: 367829-20-7)	(182.415)	27.41	5,000.00	(4,406.54)	573.60 L 19.86 S
8/23 8/24	Sale High Cost	T ROWE PRICE INTERNATIONAL FUNDS INC NEW ASIA FUND (ID: 77956H-50-0)	(321.750)	15.54	5,000.00	(6,419.83)	(1,419.83) L
8/23 8/24	Sale High Cost	HUSSMAN STRATEGIC GROWTH FUND (ID: 448108-10-0)	(407.240)	11.05	4,500.00	(5,351.13)	(851.13) L
8/29 8/30	Sale High Cost	THE ARBITRAGE FUND-R (ID: 03875R-10-6)	(2,466.900)	12.86	31,724.33	(29,555.34)	2,166.77 L 2.22 S
8/29 8/30	Sale High Cost	LORD ABBET INVT TR TOTAL RETURN A (ID: 543916-84-5)	(5,451.590)	10.89	59,367.82	N/A **	N/A
8/29 8/30	Sale High Cost	HUSSMAN STRATEGIC GROWTH FUND (ID: 448108-10-0) .	(1,857.887)	11.07	20,566.81	(24,370.68)	(3,788.60) L (15.27) S
Total Settled Sales/Maturities/Redemptions					**$199,443.94**	**($111,128.18)**	**($6,558.87) L** **$6.81 S**

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Trade Date / Settle Date	Type	Description	Quantity	Per Unit Amount	Market Cost
Settled Securities Purchased					
8/2 8/2	Purchase	LORD ABBET INVT TR TOTAL RETURN A INCOME DIVIDEND @ 0.031 PER SHAR REINVESTED @ $10.91 J.P.MORGAN SECURITIES LLC AS AGENT AS OF 07/31/12 (ID: 543916-84-5)	18.986	10.91	(207.14)
8/27 8/27	Purchase	LOOMIS SAYLES FDS I BOND FD RETAIL INCOME DIVIDEND @ 0.063 PER SHAR REINVESTED @ $14.67 J.P.MORGAN SECURITIES LLC AS AGENT AS OF 08/24/12 (ID: 543495-83-2)	35.970	14.67	(527.68)
Total Settled Securities Purchased					**($734.82)**

Trade Date / Est. Settle Date	Type / Selection Method	Description	Quantity	Per Unit Amount	Proceeds	Tax Cost	Realized Gain/Loss
Pending Sales, Maturities, Redemptions							
8/29 9/4	Sale	ISHARES RUSSELL 1000 VALUE INDEX FUND (ID: 464287-59-8)	(550.000)	70.56	38,707.13	(26,181.92)	12,525.21 L

J.P.Morgan

For the Period 8/1/12 to 8/31/12

For your convenience we have combined statement(s) for activity you conduct through J.P. Morgan in one package. Below are important disclosures relating to these different accounts. These statements may relate to various account types. Some of the disclosures are applicable to all of your accounts. For ease of reference the disclosures applicable to a particular type of account have been grouped together by descriptive headers.

IMPORTANT GENERAL INFORMATION APPLICABLE TO ALL OF YOUR ACCOUNT(S)

Important Information about Pricing ,Valuations, Estimated Annual Income, and Estimated Yield

Market value information (including without limitation, prices, exchange rates, accrued income and bond ratings) furnished herein, some of which has been provided by pricing sources that J.P. Morgan believes to be reliable, is not guaranteed for accuracy but provided for informational purposes and is furnished for the exclusive use of the client.

The current price is the value of the financial asset share, unit or contract as priced at the close of the market on the last day of the statement period or the last available price. All values provided for structured yield deposits (for example, JPMorgan London Time Deposits) reflect the original deposit amount only. The value for Real Estate, Mineral Interests and Miscellaneous Assets may not reflect the most current value of the asset.

Important information regarding Auction Rate Securities (ARS). ARS are debt or preferred securities with an interest or dividend rate reset periodically in an auction. Although there may be daily, weekly and monthly resets, there is no guarantee that there will be liquidity. If there are not enough bids at an auction to redeem the securities available for sale, the result may be a failed auction. In the event of a failed auction, there is no assurance that a secondary market will develop or that the security will trade at par or any other price reflected on statements and online. Accordingly, investors should not rely on pricing information appearing in their statements or online with respect to ARS. When J.P. Morgan is unable to obtain a price from an internal or outside source for a particular ARS, the price column on your statement will indicate "unpriced".

Valuations of over-the-counter derivative transactions, including certain derivatives-related deposit products, have been prepared on a mid-market basis. These valuations are sourced from the various issuers of the securities or they are sourced from a third party valuation provider. J.P. Morgan expressly disclaims any responsibility for (1) the accuracy of the models or estimates used in deriving the valuations, (2) any errors or omissions in computing or disseminating the valuations, and (3) any uses to which the valuations are put. Valuations are provided for information purposes only and are intended solely for your own use. Please refer to the trade confirmation for details of each transaction.

Certain assets, including but not limited to, pooled and private investments, non-publicly traded and infrequently traded securities, derivatives, partnership interests and tangible assets are generally illiquid, the value of such asset may have been provided to us by third parties who may or may not be independent of the issuer or manager. Such information is reflected as of the last date provided to us, and is not independently verified.

In cases where we are unable to obtain a current market value from an internal or outside source for a particular security, the price column on your statement will indicate "unpriced". Although such securities may have value, please note that the value of a security indicated as "unpriced" will not be included in your overall current market value as reflected on the statement.

J.P. Morgan makes no representation, warranty or guarantee, express or implied, that any quoted value represents the actual terms at which securities could be bought or sold or new transactions could be entered into, or the actual terms on which existing transactions or securities could be liquidated. Such values may only be indicative.

When we are unable to obtain a current value from an internal or outside source for a particular security, the price column on your statement will indicate "unpriced".

If a partial call is made with respect to an issue of securities included in your Accounts we will allocate the call by a method we deem fair and equitable.

To the extent applicable, please note the following regarding estimated annual income (EAI) and estimated yield (EY): EAI and EY for certain types of securities could include a return of principal or capital gains in which case the EAI and EY would be overstated. EAI and EY are estimates and the actual income and yield might be lower or higher than the estimated amounts. EY reflects only the income generated by an investment. It does not reflect changes in its price, which may fluctuate.

Offshore Deposits - London and Nassau

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For the Period 8/1/12 to 8/31/12

Deposits in Foreign Branches are not insured by the FDIC or any other Agency of the Federal Government; amounts in such foreign accounts do not have the benefit of any domestic preference applicable to U.S Banks; certain Foreign accounts are considered reportable to the Internal Revenue Service on a Report of Foreign Bank and Financial Accounts (TD F 90-22.1).

Bank products and services are offered through JPMorgan Chase Bank, N.A. ("JPMCB") and its banking affiliates. Securities are offered by J.P.Morgan Securities LLC ("JPMS") and, to the extent noted below, cleared through J.P. Morgan Clearing Corp. ("JPMCC").

Neither JPMS, nor JPMCC is a bank and are each separate legal entities from its bank or thrift affiliates.

Investment Products:	Not FDIC Insured	-No Bank Guarantee	-May Lose Value

Fund manager disclosure information available upon request

If you have an investment account that is managed by an SEC-Registered Investment Advisor, J.P. Morgan will provide a copy of the advisor's Form ADV II or brochure upon written request.

These statements are not official documents for income tax reporting purposes and should not be relied upon for such purposes, including determination of income, cost basis, amortization or accretion, or gain/loss. Such information, which may be inaccurate, incomplete or subject to updating, should be confirmed with your records and your tax advisor.

Please take the steps indicated below if you think statement(s) are incorrect or contact your J.P.Morgan team if you require additional information about a transaction on your statement(s).

IMPORTANT ADDITIONAL INFORMATION APPLICABLE ONLY TO YOUR ASSET ACCOUNT(S) (LINKED TO JPMS)

Your Asset Account consists of a bank account that custodies assets linked to a brokerage account through which securities transactions are executed. As a result, the Asset Account statement(s) reflect brokerage transactions executed through JPMS but (except for exchange listed options) held in custody at JPMCB. Securities purchased or sold through JPMS in U.S. markets (other then mutual funds) are cleared through an affiliate of JPMS, in non-U.S. markets securities are cleared through JPMS. Positions in exchange-listed options are held by JPMCC. For your convenience, however, positions in exchange-listed options are presented in Asset Account statement(s) together with other assets held in such account(s). All pertinent information about your settled and pending purchases and sales effected through your JPMS account during the period covered by these statement(s), is summarized in the "Trade Activity" portion of the statement(s).

In Case of Other Errors or Questions About Your Asset Account Statement(s)

Please review your statement(s) and promptly report any inaccuracy or discrepancy including possible unauthorized trading activity, unrecorded dividend payments, unaccounted cash positions, improper payments or transfers in writing to both the introducing broker, JPMS and the clearing firm, JPMCC at the addresses shown on your statement(s). Any oral communication should be re-confirmed in writing to further protect your rights, including your rights under the Securities Investor Protection Act (SIPA). If you have any questions please contact your J.P.Morgan team.

In your written communication, please provide the following information: (1) your name and account number; (2) the dollar amount of the suspected error; and (3) a description of the error and explanation, if you can, why you believe there is an error. If you need more information, you must describe the item you are unsure about. We must receive your written communication no later than 30 days after the statement on which the error or problem appeared is sent or made available. If you do not so notify us, you agree that the statement activity and account balance(s) are correct.

JPMCC and JPMS are members of the Securities Investor Protection Corp ("SIPC"), a not-for-profit membership corporation funded by broker-dealers registered with the Securities and Exchange Commission. Securities and cash held for a customer at JPMCC are protected by SIPC up to $500,000 per customer, which includes up to $250,000 of protection for cash. SIPC does not protect against losses from fluctuations in the value of the securities. Assets held in custody by JPMCB are not subject to SIPC. You may obtain information about SIPC, including the SIPC Brochure, on their website, at "www.sipc.org" or by contacting them at (202) 371-8300.

In Case of Errors or Questions About Your Electronic Transfers.

For the Period 8/1/12 to 8/31/12

Contact your J.P. Morgan Team at one of the telephone numbers on the front of your statements or write us at J.P. Morgan, 500 Stanton Christiana Road, 1/OPS3, Newark, DE 19713-2107 as soon as you can, if you think your statement is wrong or if you need more information about a transfer on the statement. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared. (1) Tell us your name and account number. (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information. (3) Tell us the dollar amount of the suspected error. We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

In Case of Errors or Questions About Non-Electronic Transfers (Checks or Deposits)

Contact JPMorgan Chase Bank, N.A. ("JPMCB") Member FDIC immediately if a statement is incorrect or if you need more information about any non-electronic transactions (checks or deposits) on this statement. If any such error appears, you must notify the bank in writing as soon as possible after your statement was made available to you. For more complete details, see the applicable account agreements and appendices that govern your account.

Deposit products and services are offered by JPMCB Member FDIC.

You must promptly advise your J.P.Morgan representative of material changes in your investment objectives or financial situation or if you wish to modify the management of your account. Unless you inform otherwise, your J.P.Morgan representative will consider the information currently in its files to be complete and accurate.

With reference to JPMS and JPMCC: A financial statement of this organization is available to you for personal inspection at its offices, or a copy will be mailed to you upon written request.

You should have received (or have made available to you) separate confirmations for each securities transaction. All transactions are subject to the terms and conditions stated on the reverse side of such confirmations and are subject to the constitution, by-laws, customs and interpretations of the marketplace where executed and governed by and construed in accordance with the laws of the State of New York and all applicable federal laws and regulations. Further information with respect to commissions and other charges related to the execution of transactions, including options transactions, has been included in confirmations that were previously furnished or have made available to you. Upon written request, JPMS will promptly supply you with the latest information.

IMPORTANT ADDITIONAL INFORMATION APPLICABLE ONLY TO YOUR MARGIN ACCOUNT(S)

All positions in your Margin Account Portfolio(s) are held in custody at J.P. Morgan Clearing Corp. ("JPMCC"), Three Chase Metrotech Center, Brooklyn, NY 11245-001, (347) 643-2578.

If you have a margin account as permitted by law we may use certain securities in such account for, among other things, settling short sales and lending the securities for short sales, and as a result may receive compensation in connection therewith.

Please keep the following in mind when using a statement to track your brokerage activity in a margin account: The statement combines your general margin account with the special memorandum account required by Section 220.6 Regulation T. As required by Regulation T, a permanent record of your separate account is available upon your request.

Free credit balances in your margin account(s) are not segregated and may be used in the operation of JPMCCs business, subject to the limitations of SEC Rule 15c3-3. Unless otherwise noted, JPMCC or its agents and depositories will hold your securities. Upon your demand, JPMCC will pay to you the amount of your free credit balance, and will deliver to you fully-paid securities held on your behalf.

Interest will be charged on any debit balance; the method of calculating interest is described in a letter sent to all margin customers.

PRODUCT RELATED DISCLOSURE: IMPORTANT INFORMATION ABOUT ALTERNATIVE INVESTMENTS: FOOTNOTES 1 - 4

Private Equity, Hedge Funds, Exchange Funds, Real Estate and Other Alternative Assets

1. Direct private equity investments and pooled private investments (e.g., interests in limited partnerships and limited liability companies) are generally illiquid securities. Values are estimates only and are not warranted for accuracy or completeness. Values do not represent the actual terms at which transactions or securities could be bought or sold or new transactions could be entered into or the actual terms on which existing transactions could be liquidated as of the date of this statement.

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Direct private equity investments are generally valued at cost, unless there is an active secondary trading market in the securities, in which case, direct private equity investments are valued using market prices as of the close of the last business day for this statement period. Pooled private equity investments are valued according to the General Partner's or Manager's stated methodology. Please refer to the limited partnership agreement, limited liability company agreement or other operative documentation for each investment for the specific valuation methodology used by the General Partner or Manager for that investment or for your Investment Management or Trust account contact your J.P. Morgan team. J.P. Morgan expressly disclaims any responsibility for (1) the accuracy of the information and the methodology used by the General Partner or Manager in deriving valuations, (2) any errors or omissions in compiling or disseminating the valuations, and (3) any use to which the valuations are put. Valuations are provided for information purposes only and are intended solely for your own use.

Hedge funds generally calculate the price (the "Net Asset Value" or " NAV"), 10-15 business days following the last business day of the month. For that reason, hedge fund NAVs shown will generally be the NAV of the month preceding this statement period. In general, the NAV is stated net of management and incentive fees. The NAV is calculated according to the General Partner's or Manager's stated methodology. Please refer to the limited partnership agreement, limited liability company agreement or other operative documentation for each hedge fund for the specific methodology used by the General Partner or Manager for that hedge fund or for your Investment Management or Trust account contact your J.P. Morgan team. J.P. Morgan expressly disclaims any responsibility for (1) the accuracy of the information and the methodology used by the General Partner or Manager in deriving valuations, (2) any errors or omissions in compiling or disseminating the valuations, and (3) any use to which the valuations are put. Valuations are provided for information purposes only and are intended solely for your own use.

These statements do not provide tax reporting on private investments. Please continue to rely upon the General Partner or Manager of the investment vehicle for this information or for your Investment Management or Trust account contact your J.P. Morgan team.

2. The 'Capital Called Since Inception USD' and 'Cash/Security distributions Since Inception USD' columns are updated monthly to reflect activity (capital calls and distributions), if any.

3. Hedge funds generally allow subscriptions on a monthly or quarterly basis. An interest in a hedge fund or hedge fund of funds is generally as of the first business day of the subscription period. Due to early funding requirements by the applicable fund, your account may be debited for the subscription amount prior to the subscription date. Please refer to the applicable hedge fund's operative documentation for further details or for your Investment Management or Trust account contact your J.P. Morgan team.

Hedge fund redemptions are generally on a monthly, quarterly or annual basis but can sometimes be subject to a multi-year lockup before a redemption is permitted. For redemptions, there is generally a notification period that can be a long interval before the actual redemption date. Redemption proceeds are generally paid 15 calendar days after the final NAV is issued, but can be subject to a holdback of a portion of the proceeds until an annual audit of the Fund has been completed. Please refer to the applicable hedge fund's operative documentation for further details or for your Investment Management or Trust account contact your J.P. Morgan team.

Global Access Portfolios share certain characteristics with hedge funds. In particular, an investor who withdraws from a Global Access Portfolio will not receive the withdrawal proceeds in their entirety until 30-60 days after completion of the Portfolio's audit, which may be 18 months or longer after the redemption date. Interest might not be paid on any proceeds pending distribution. These restrictions apply even if the investor's account at JPMorgan is closed. The Confidential Private Placement Memorandum and applicable Supplements contain other important information about the Global Access Portfolios and are available upon request or for your Investment Management or Trust account contact your J.P. Morgan team.

4. Alternative assets may include publicly available mutual funds that utilize non-traditional investment management strategies, for example, strategies commonly employed by hedge funds. Mutual funds generally calculate the price (the "Net Asset Value" or "NAV") on a daily basis and mutual fund NAVs shown on your statement generally will be the NAV as of the close of the last business day for this statement period. Please refer to the applicable mutual fund prospectus for further details. If the applicable mutual fund is a JPMorgan Fund, please refer to disclosures on this statement concerning JPMorgan Funds for other important information.

PRODUCT RELATED DISCLOSURE: THE JPMORGAN FUNDS OR THIRD PARTIES

Shares of the funds referenced above are not bank deposits and are not guaranteed by any bank, government entity, or the FDIC. Return and share price will fluctuate and redemption value may be more or less than original cost. While the money market funds seek to maintain a stable net asset value of $1.00 per share, there is no assurance that they will continue to do so. The estimated annual income and dividend yield figures for mutual funds represent the funds' most recent income dividend annualized.

Prospectuses and other fund information for JPMorgan funds may be obtained by calling your J.P. Morgan team or JPMorgan Distribution Services, Inc. at (800) 480-4111. You also may view and order materials online for JPMorgan funds at www.jpmorganfunds.com.

J.P. Morgan affiliates may receive compensation from the JPMorgan funds for providing investment advisory services to the funds. J.P. Morgan affiliates may also provide administrative, custodial, sales, distribution, shareholder or other services to the JPMorgan Funds or funds established, sponsored, advised, or managed by third parties, and J.P. Morgan affiliates may be compensated for such services as allowed by applicable law. The distributor of the JPMorgan Funds is JPMorgan Distribution Services, Inc., which is an affiliate of JPMCB.

Assets may be reflected herein even though they may be held by a third party unaffiliated with J.P. Morgan. In such cases, unless J.P. Morgan otherwise agrees, J.P. Morgan has no responsibility for the verification, valuation, safekeeping or management of those assets.

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JPMorgan Chase Bank, N.A.
Michigan/Florida Markets
P O Box 659754
San Antonio, TX 78265 - 9754

Primary Account: 000000849197231
For the Period 10/11/12 to 11/9/12

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SIMON BERNSTEIN - DECEASED
C/O ARBITRAGE INT'L MARKETING
950 PENINSULA CORPORATE CIR STE 3010
BOCA RATON FL 33487-1387

J.P. Morgan Team

John C Hawkins	(800) 576-0938
For assistance after business hours, 7 days a week.	(800) 576-6209
Deaf and Hard of Hearing	(800) 242-7383
Online access: **www.jpmorganonline.com**	

Private Client Checking Plus

Checking Account Summary	Amount
Beginning Balance	**72,862.93**
Deposits & Credits	0.26
Payments & Transfers	(5,461.11)
Fees, Charges & Other Withdrawals	(67,402.08)
Ending Balance	**$0.00**

Annual Percentage Yield Earned This Period*	0.01%
Interest Paid This Period	$0.26
Interest Paid Year-to-Date	$2.05

**Annual Percentage Yield Earned is an annualized rate that reflects the relationship between the amount of interest actually earned on the account during this statement period and the average daily balance in this account for the same period.*

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Primary Account: 000000849197231
For the Period 10/11/12 to 11/9/12

Deposits & Credits

Date	Description	Amount
10/29	Interest Payment	0.26
Total Deposits & Credits		**$0.26**

Payments & Transfers

Date	Description	Amount
10/15	10/15 Fedwire Debit Via: Legacy Bank of FL/067015999 A/C: Bernstein Family Realty Llp Imad: 1015B1Qgc05C002635 Trn: 0063600289Es	4,000.00
10/15	10/15 Online Payment 2915409969 To Florida Power & Light Company	1,460.85
11/05	11/05 Funds Transferred From DDA A/C# 0000000000849197231 To DDA A/C# 00000000000478015220 As Requested	0.26
Total Payments & Transfers		**($5,461.11)**

Fees, Charges & Other Withdrawals

Date	Description	Amount
10/25	Funds Transferred From DDA A/C# 0000000000849197231 To DDA A/C# 00000000000478015220 As Requested	67,402.08
Total Fees, Charges & Other Withdrawals		**($67,402.08)**

Overdraft and Returned Item Fee Summary

	Total for Current Period	Total Year-to-date
Total Overdraft Fees*		($1.26)
Total Returned Item Fees		

**Total Overdraft Fees includes any Insufficient Funds Fees, Extended Overdraft Fees and Overdraft Interest*

Please note this account was closed on 11/07/12.

Primary Account: 000000849197231
For the Period 10/11/12 to 11/9/12

Important Information About Your Statement

In Case of Errors or Questions About Your Electronic Funds Transfers

Call or write to the Bank (Consumers should use the phone number and address on front of statement and non-consumers their J.P. Morgan Team contact information.) if you think your statement or receipt is incorrect, or if you need more information about an electronic transaction on a statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will credit your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation.

In Case of Errors or Questions About Non-Electronic Transfers (Checks or Deposits):

Contact the Bank immediately if your statement is incorrect or if you need more information about any non-electronic transactions (checks or deposits) on this statement. If any such error appears, you must notify the bank in writing as soon as possible after the statement was made available to you. For more complete details, see the applicable account agreements and appendices that govern your account.

Deposit products and services are offered by JPMorgan Chase Bank, N.A. Member FDIC

Mutual Funds/Securities

JPMorgan Funds are distributed by JPMorgan Distribution Services, Inc., which is an affiliate of JPMorgan Chase & Co. Affiliates of JPMorgan Chase & Co. receive fees for providing various services to the funds.

Bank products and services are offered by JPMorgan Chase Bank, N.A. and its affiliates. Securities are offered by J.P. Morgan Securities LLC, member NYSE, FINRA and SIPC.

Investment Products: Not FDIC insured • No bank guarantee • May lose value

Primary Account: 000000849197231
For the Period 10/11/12 to 11/9/12

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JPMorgan Chase Bank, N.A.
Michigan/Florida Markets
P O Box 659754
San Antonio, TX 78265 - 9754

Primary Account: 000000849197231
For the Period 9/13/12 to 10/10/12

00000008 DPI 021 161 28512 NNNNNNNNNNN P 1 000000000 07 0000
SIMON BERNSTEIN - DECEASED
C/O ARBITRAGE INT'L MARKETING
950 PENINSULA CORPORATE CIR STE 3010
BOCA RATON FL 33487-1387

J.P. Morgan Team

John C Hawkins	(800) 576-0938
For assistance after business hours, 7 days a week.	(800) 576-6209
Deaf and Hard of Hearing	(800) 242-7383
Online access: **www.jpmorganonline.com**	

Private Client Checking Plus

Checking Account Summary	Amount
Beginning Balance	**77,491.27**
Deposits & Credits	2,000.55
Checks Paid	(120.00)
Payments & Transfers	(6,508.89)
Ending Balance	**$72,862.93**

Annual Percentage Yield Earned This Period*	0.01%
Interest Paid This Period	$0.55
Interest Paid Year-to-Date	$1.79

**Annual Percentage Yield Earned is an annualized rate that reflects the relationship between the amount of interest actually earned on the account during this statement period and the average daily balance in this account for the same period.*

000000849197231
SIMON BERNSTEIN - DECEASED

Primary Account: 000000849197231
For the Period 9/13/12 to 10/10/12

Deposits & Credits

Date	Description	Amount
10/09	Monarch Life Ddp Credit 40100404C59322 CCD ID: 1041630650	2,000.00
10/10	Interest Payment	0.55
Total Deposits & Credits		**$2,000.55**

Checks Paid

Check Number	Date Paid	Amount
296	09/18	120.00
Total Checks Paid		**($120.00)**

You can view images of the checks above at jpmorganonline.com. To enroll in JPMorgan Online, please contact your J.P. Morgan Team or visit jpmorganonline.com.

Payments & Transfers

Date	Description	Amount
09/14	09/14 Fedwire Debit Via: Legacy Bank of FL/067015999 A/C: Bernstein Family Realty Lllp Imad: 0914B1Qgc04C003035 Trn: 0065600258Es	4,000.00
10/01	10/01 Debit Memorandum Ref: Interest Payment On Loan Trn: 0120003730Dm	2,229.60
10/01	10/01 Debit Memorandum Ref: Interest Payment On Loan Trn: 0119989324Dm	11.29
10/09	American Pioneer Payment Ap-0Xxxxx666 PPD ID: 1590935083	268.00
Total Payments & Transfers		**($6,508.89)**

000000849197231
SIMON BERNSTEIN - DECEASED

Primary Account: 000000849197231
For the Period 9/13/12 to 10/10/12

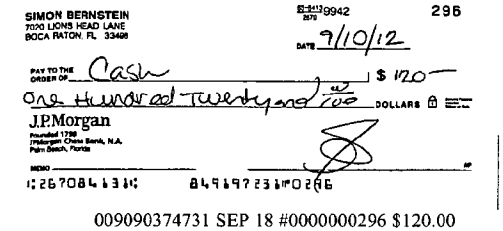
Overdraft and Returned Item Fee Summary

	Total for Current Period	Total Year-to-date
Total Overdraft Fees*		($1.26)
Total Returned Item Fees		

*Total Overdraft Fees includes any Insufficient Funds Fees, Extended Overdraft Fees and Overdraft Interest

Private Client Checking Plus

000000849197231 SIMON BERNSTEIN - DECEASED



SIMON BERNSTEIN
7020 LIONS HEAD LANE
BOCA RATON FL 33496

9942 296

DATE 9/10/12

PAY TO THE ORDER OF Cash $ 120

One Hundred Twenty and 00 DOLLARS

J.P.Morgan

MEMO

⑆267084131⑆ 849197231⑈0296

009090374731 SEP 18 #0000000296 $120.00

Please note that you can view your historical check images online and easily enroll in eDelivery by going to www.MorganOnline.com.

Primary Account: 000000849197231
For the Period 9/13/12 to 10/10/12

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- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
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Investment Products: Not FDIC insured • No bank guarantee • May lose value

Primary Account: 000000849197231
For the Period 9/13/12 to 10/10/12

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JPMorgan Chase Bank, N.A.
Michigan/Florida Markets
P O Box 659754
San Antonio, TX 78265-9754

Primary Account: 000000849197231
For the Period 8/10/12 to 9/12/12

00000012 DPI 021 161 25712 NNNNNNNNNNN P 1 000000000 07 0000

SIMON BERNSTEIN
C/O ARBITRAGE INT'L MARKETING
950 PENINSULA CORPORATE CIR STE 3010
BOCA RATON FL 33487-1387

J.P. Morgan Team

John C Hawkins	(800) 576-0938
For assistance after business hours, 7 days a week.	(800) 576-6209
Deaf and Hard of Hearing	(800) 242-7383
Online access: **www.jpmorganonline.com**	

Private Client Checking Plus

Checking Account Summary	Amount
Beginning Balance	**3,938.43**
Deposits & Credits	253,534.60
Checks Paid	(82,188.02)
Payments & Transfers	(97,793.74)
Ending Balance	**$77,491.27**

Annual Percentage Yield Earned This Period*	0.01%
Interest Paid This Period	$0.50
Interest Paid Year-to-Date	$1.24

**Annual Percentage Yield Earned is an annualized rate that reflects the relationship between the amount of interest actually earned on the account during this statement period and the average daily balance in this account for the same period.*

2575216012001000 1201

Deposits & Credits

Date	Description				Amount
08/17	Funds Transferred From Asset	Ac# W32585007 To	DDA Ac# 000000849197231	As Requested	50,000.00
08/24	Funds Transferred From Asset	Ac# W32585007 To	DDA Ac# 000000849197231	As Requested	50,000.00
08/30	Funds Transferred From Asset	Ac# W32585007 To	DDA Ac# 000000849197231	As Requested	100,000.00
09/04	Funds Transferred From Asset	Ac# W32585007 To	DDA Ac# 000000849197231	As Requested	50,000.00
09/06	Monarch Life Ddp Credit 40100404C59322 CCD ID: 1041630650				2,000.00
09/12	US Treasury 303 Xxsoc Sec 3713Xxxxxa SSA PPD ID: 3031036030				1,534.10
09/12	Interest Payment				0.50
Total Deposits & Credits					**$253,534.60**

Checks Paid

Check Number	Date Paid	Amount	Check Number	Date Paid	Amount	Check Number	Date Paid	Amount
285	08/16	769.00	289	08/28	50.00	293	08/30	16,342.60
286	08/17	1,873.06	290	08/20	769.00	294	08/27	3,000.00
287	08/16	315.00	291	09/04	36,000.36	295	08/31	2,000.00
288	08/14	300.00	292	08/24	769.00	297	09/12	20,000.00
Total Checks Paid								**($82,188.02)**

You can view images of the checks above at jpmorganonline.com. To enroll in JPMorgan Online, please contact your J.P. Morgan Team or visit jpmorganonline.com.

Payments & Transfers

Date	Description	Amount
08/16	08/16 Online Payment 2817882096 To Directv	230.37
08/17	08/17 Fedwire Debit Via: Comerica Bk & Tr/067012099 A/C: Telenet Systems Inc Imad: 0817B1Qgc01C002757 Trn: 0052100230Es	15,000.00
08/17	08/17 Fedwire Debit Via: Comerica Bk & Tr/067012099 A/C: Telenet Systems Inc Imad: 0817B1Qgc02C006347 Trn: 0163400230Es	3,000.00
08/21	08/21 Online Payment 2825630812 To Kool Ray	756.00
08/21	08/21 Online Payment 2825641308 To Cbiz Goldstein Lewin	1,000.00

Payments & Transfers CONTINUED

Date	Description	Amount
08/21	08/21 Online Payment 2825641319 To Comcast	694.88
08/21	08/21 Online Payment 2825641322 To Dish Network	98.71
08/21	08/21 Online Payment 2825641326 To Pbc Water Utilities Department	59.79
08/22	08/22 Online Payment 2827002740 To American Express	10,948.68
08/22	08/22 Online Payment 2827002750 To St. Andrews Country Club	2,276.08
08/22	08/22 Online Payment 2827002745 To J.P. Morgan Cardmember Service	1,024.15
08/22	08/22 Online Payment 2827240418 To AT&T	154.94
08/24	08/24 Fedwire Debit Via: Comerica Bk & Tr/067012099 A/C: Life Insurance Concepts Imad: 0824B1Qgc05C006308 Trn: 0135600237Es	25,000.00
08/30	08/30 Fedwire Debit Via: Comerica Bk & Tr/067012099 A/C: Telenet Systems Inc Imad: 0830B1Qgc07C001986 Trn: 0001900243Es	4,393.06
08/30	08/30 Fedwire Debit Via: Legacy Bank of FL/067015999 A/C: Bernstein Family Realty Llp Imad: 0830B1Qgc01C004284 Trn: 0107700243Es	6,000.00
08/30	08/30 Fedwire Debit Via: Comerica Bk & Tr/067012099 A/C: Telenet Systems Inc Imad: 0830B1Qgc03C007600 Trn: 0199700243Es	11,059.03
08/31	08/31 Debit Memorandum Ref: Interest Payment On Loan Trn: 0118761236Dm	2,318.32
08/31	08/31 Debit Memorandum Ref: Interest Payment On Loan Trn: 0118747326Dm	11.73
09/07	American Pioneer Payment 0110Xxxxx PPD ID: 3751828402	268.00
09/11	09/11 Online Payment 2858852033 To Cbiz Goldstein Lewin	3,500.00
09/11	09/11 Fedwire Debit Via: Comerica Bk & Tr/067012099 A/C: Telenet Systems Inc Imad: 0911B1Qgc08C003526 Trn: 0053500255Es	5,000.00
09/11	09/11 Fedwire Debit Via: Comerica Bk & Tr/067012099 A/C: Arbitrage International Manageimad: 0911B1Qgc01C004768 Trn: 0159600255Es	5,000.00
Total Payments & Transfers		**($97,793.74)**

Overdraft and Returned Item Fee Summary

	Total for Current Period	Total Year-to-date
Total Overdraft Fees*		($1.26)
Total Returned Item Fees		

**Total Overdraft Fees includes any Insufficient Funds Fees, Extended Overdraft Fees and Overdraft Interest*

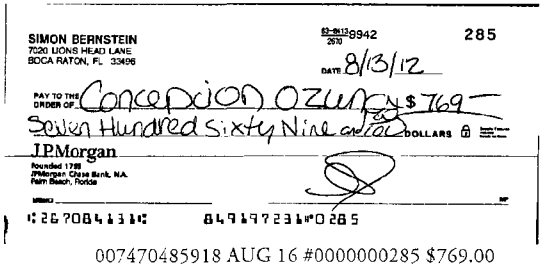
J.P.Morgan

Primary Account: 000000849197231

For the Period 8/10/12 to 9/12/12

Private Client Checking Plus

000000849197231 SIMON BERNSTEIN



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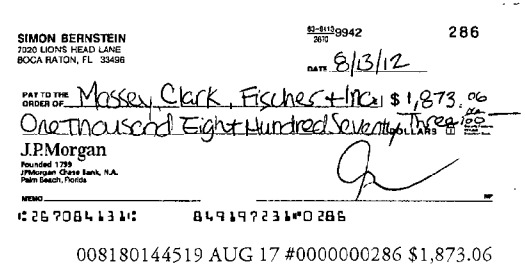

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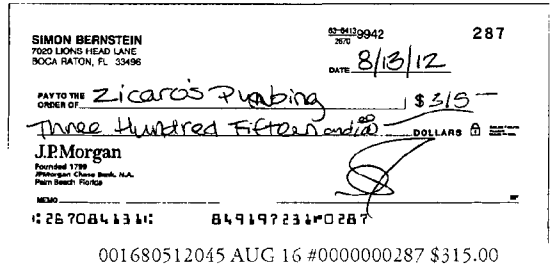

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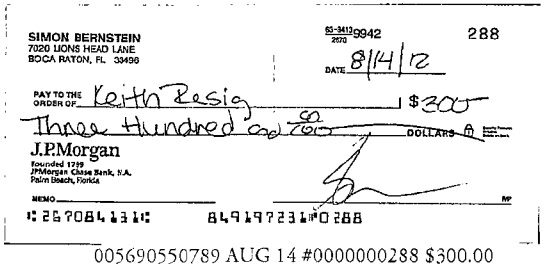

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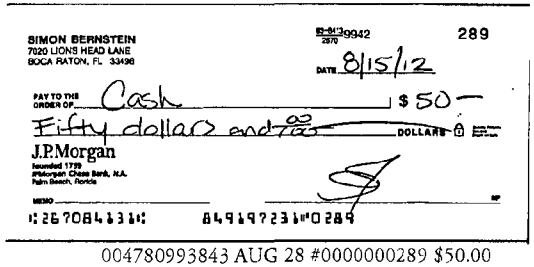

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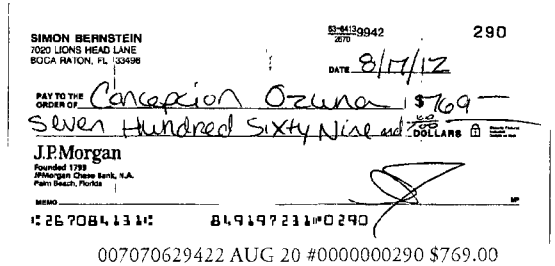
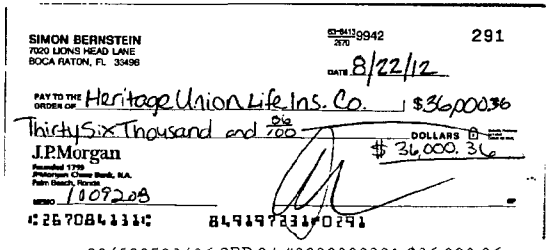
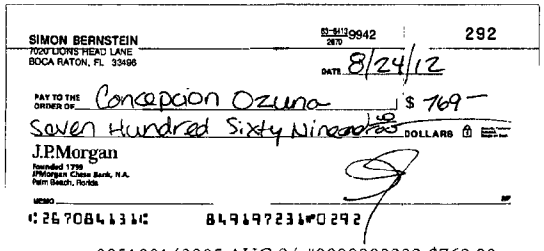


007070629422 AUG 20 #0000000290 $769.00



004580593436 SEP 04 #0000000291 $36,000.36



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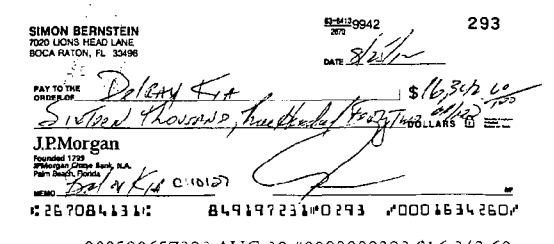


008590657293 AUG 30 #0000000293 $16,342.60

Please note that you can view your historical check images online and easily enroll in eDelivery by going to www.MorganOnline.com.

J.P.Morgan

TS004767

257521601200100012O3

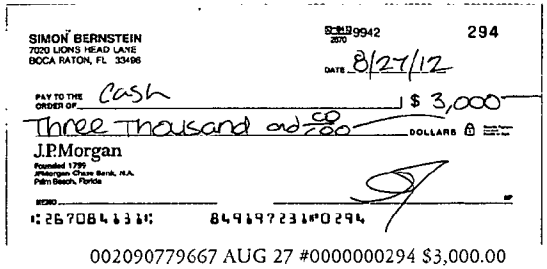
J.P.Morgan

Primary Account: 000000849197231

For the Period 8/10/12 to 9/12/12

Private Client Checking Plus

000000849197231 SIMON BERNSTEIN



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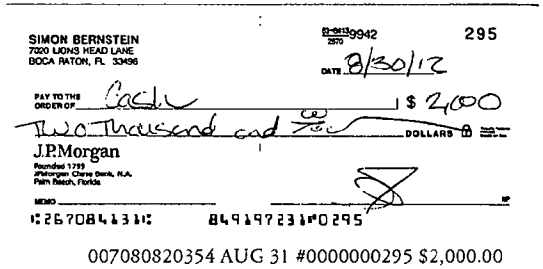

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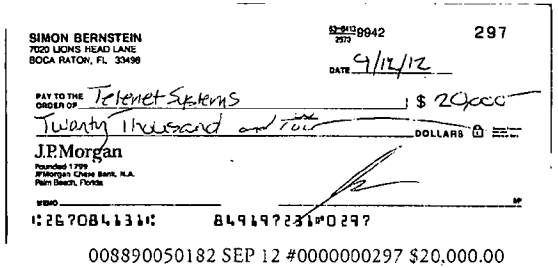

008890050182 SEP 12 #0000000297 $20,000.00

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- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

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Investment Products: Not FDIC insured • No bank guarantee • May lose value

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BERNSTEIN HOLDINGS LLC
950 PENINSULA CORP CIR STE 3010
BOCA RATON FL 33487-1387

2494073888021003470 1
2504073001064003470 1

J.P.Morgan

TS004771

J.P.Morgan

For the Period 8/1/12 to 8/31/12

Account Summary

	Account Number	Beginning Net Market Value	Ending Net Market Value	Change In Value	Start on Page
Investment Account(s)					
BERNSTEIN HOLDINGS LLC	W32612009[1]	39,730.90	39,731.24	0.34	4
BERNSTEIN HOLDINGS LLC	24208900[2]	0.00	0.00	0.00	10
Total Value		**$39,730.90**	**$39,731.24**	**$0.34**	

This account summary is provided for informational purposes and includes assets at different entities.

(1) Assets held at JPMorgan Chase Bank, N.A., member Federal Deposit Insurance Corporation ("FDIC"), except for exchange-listed options, which are held at JPMorgan Clearing Corporation ("JPMCC"). The Asset Account Statement reflects brokerage transactions executed through J.P. Morgan Securities LLC ("JPMS"), see "Portfolio Activity Detail". Equity securities, fixed income securities, and listed options transactions are generally cleared through JPMCC, a wholly owned subsidiary of JPMS. Please see "Additional Information About Your Accounts" at the end of the Asset Account Statement.

(2) Assets held in Margin Account at JPMCC, member Financial Regulatory Authority ("FINRA") and Securities Insurance Protection Corporation ("SIPC"). The Margin Account Statement reflects brokerage transactions executed by JPMS, see "Portfolio Activity Detail". Such transactions are cleared and carried through JPMCC.

Please see disclosures located at the end of this statement package for important information relating to each J.P.Morgan account(s).

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TS004772

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J.P.Morgan

For the Period 8/1/12 to 8/31/12

Consolidated Summary

INVESTMENT ACCOUNTS

Asset Allocation	Beginning Market Value	Ending Market Value	Change In Value	Estimated Annual Income	Current Allocation
Cash & Fixed Income	39,730.56	39,730.90	0.34	3.97	100%
Market Value	**$39,730.56**	**$39,730.90**	**$0.34**	**$3.97**	**100%**
Accruals	0.34	0.34	0.00		
Market Value with Accruals	**$39,730.90**	**$39,731.24**	**$0.34**		

Portfolio Activity	Current Period Value	Year-to-Date Value
Beginning Market Value	**39,730.56**	**39,727.52**
Income & Distributions	0.34	3.38
Ending Market Value	**$39,730.90**	**$39,730.90**
Accruals	0.34	0.34
Market Value with Accruals	**$39,731.24**	**$39,731.24**

This Consolidated Summary shows all of your investments at J.P. Morgan other than investments we hold in trust for you. These investments may be held in custody or investment management account at JPMorgan Chase Bank, N.A. (the "Bank") or in a brokerage or margin account at J.P. Morgan Clearing Corp. ("JPMCC"). Brokerage and margin accounts are non-discretionary and all investment decisions are made by the client. J.P. Morgan Securities LLC ("JPMS") does not provide advice on asset allocation or investment management services, nor do its personnel take discretion over any client accounts. Such advice and services are provided exclusively by the Bank.

J.P.Morgan

000347 0003 of 0009 NSP00MN6 Y1 NNNYNNNN

TS004773

2494073888021003470325040730010640034703

J.P.Morgan

For the Period 8/1/12 to 8/31/12

Consolidated Summary CONTINUED

INVESTMENT ACCOUNT(S) YEAR-TO-DATE

Portfolio Activity	Account Number	Beginning Market Value	Net Contributions/ Withdrawals	Income & Distributions	Change in Investment Value	Ending Market Value with Accruals
BERNSTEIN HOLDINGS LLC	W32612009	39,727.52		3.38		39,731.24

Tax Summary	Account Number	Taxable Income	Tax-Exempt Income	Other Income & Receipts	Realized Gain/Loss Short-term	Realized Gain/Loss Long-term	Unrealized Gain/Loss[1]
BERNSTEIN HOLDINGS LLC	W32612009	3.38					

[1]Unrealized Gain/Loss represents data from the time of account inception to the current statement period.

JPMorgan Chase Bank, N.A.
270 Park Avenue, New York, NY 10017-2014

BERNSTEIN HOLDINGS LLC ACCT. W32612009
For the Period 8/1/12 to 8/31/12

Asset Account

J.P. Morgan Team		
Todd Adelstein	Banker	561/995-5053
Christopher Prindle	Investment Specialist	561/838-4669
John Hawkins Jr	Client Service Team	800/576-0938
Matthew Marcin	Client Service Team	
Online access	**www.jpmorganonline.com**	

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Please see disclosures located at the end of this statement package for important information relating to each J.P.Morgan account(s).

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Account Summary

Asset Allocation	Beginning Market Value	Ending Market Value	Change In Value	Estimated Annual Income	Current Allocation
Cash & Fixed Income	39,730.56	39,730.90	0.34	3.97	100%
Market Value	**$39,730.56**	**$39,730.90**	**$0.34**	**$3.97**	**100%**
Accruals	0.34	0.34	0.00		
Market Value with Accruals	**$39,730.90**	**$39,731.24**	**$0.34**		

Portfolio Activity	Current Period Value	Year-to-Date Value
Beginning Market Value	**39,730.56**	**39,727.52**
Income & Distributions	0.34	3.38
Ending Market Value	**$39,730.90**	**$39,730.90**
Accruals	0.34	0.34
Market Value with Accruals	**$39,731.24**	**$39,731.24**

Account Summary CONTINUED

Tax Summary	Current Period Value	Year-to-Date Value
Interest Income	0.34	3.38
Taxable Income	**$0.34**	**$3.38**

Cost Summary	Cost
Cash & Fixed Income	39,730.90
Total	**$39,730.90**

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Cash & Fixed Income Summary

Asset Categories	Beginning Market Value	Ending Market Value	Change In Value	Current Allocation
Cash	39,730.56	39,730.90	0.34	100%

Market Value/Cost	Current Period Value
Market Value	39,730.90
Tax Cost	39,730.90
Estimated Annual Income	3.97
Accrued Interest	0.34
Yield	0.01%

SUMMARY BY MATURITY

Cash & Fixed Income	Market Value	% of Bond Portfolio
0-6 months[1]	39,730.90	100%

SUMMARY BY TYPE

Cash & Fixed Income	Market Value	% of Bond Portfolio
Cash	39,730.90	100%

[1] The years indicate the number of years until the bond is scheduled to mature based on the statement end date. Some bonds may be called, or paid in full, before their stated maturity.

Note: [1] This is the Annual Percentage Yield (APY) which is the rate earned if balances remain on deposit for a full year with compounding, there is no change in the interest rate and all interest is left in the account.

Cash & Fixed Income Detail

	Price	Quantity	Value	Adjusted Tax Cost / Original Cost	Unrealized Gain/Loss	Est. Annual Income / Accrued Interest	Yield
Cash							
US DOLLAR	1.00	39,730.90	39,730.90	39,730.90		3.97 0.34	0.01% [1]

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Portfolio Activity Summary

Transactions	Current Period Value	Year-To-Date Value*
Beginning Cash Balance	**39,730.56**	--
INFLOWS		
Income	0.34	3.38
Total Inflows	**$0.34**	**$3.38**
Ending Cash Balance	**$39,730.90**	--

* Year to date information is calculated on a calendar year basis.
Your account's standing instructions use a HIGH COST method for relieving assets from your position

Portfolio Activity Detail

INFLOWS & OUTFLOWS

Settle Date	Type / Selection Method	Description	Quantity / Cost	Per Unit Amount	Amount
8/1	Interest Income	DEPOSIT SWEEP INTEREST FOR JULY @ .01% RATE ON NET AVG COLLECTED BALANCE OF $39,730.56 AS OF 08/01/12			0.34

J.P. Morgan Securities LLC
383 Madison Avenue, New York, NY 10179

BERNSTEIN HOLDINGS LLC ACCT. 24208900
For the Period 8/1/12 to 8/31/12

Margin Account

J.P. Morgan Team

Todd Adelstein	Banker	561/995-5053
Christopher Prindle	Investment Specialist	561/838-4669
John Hawkins Jr	Client Service Team	800/576-0938
Matthew Marcin	Client Service Team	
Online access	**www.jpmorganonline.com**	

Transactions cleared and carried through J.P. Morgan Clearing Corp. - Three Chase Metrotech Center, Brooklyn, NY 11245-0001, (347) 643-2578

No market value or activity to report during this period

Please see disclosures located at the end of this statement package for important information relating to each J.P.Morgan account(s).

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J.P.Morgan

For the Period 8/1/12 to 8/31/12

For your convenience we have combined statement(s) for activity you conduct through J.P. Morgan in one package. Below are important disclosures relating to these different accounts. These statements may relate to various account types. Some of the disclosures are applicable to all of your accounts. For ease of reference the disclosures applicable to a particular type of account have been grouped together by descriptive headers.

IMPORTANT GENERAL INFORMATION APPLICABLE TO ALL OF YOUR ACCOUNT(S)

Important Information about Pricing ,Valuations, Estimated Annual Income, and Estimated Yield

Market value information (including without limitation, prices, exchange rates, accrued income and bond ratings) furnished herein, some of which has been provided by pricing sources that J.P. Morgan believes to be reliable, is not guaranteed for accuracy but provided for informational purposes and is furnished for the exclusive use of the client.

The current price is the value of the financial asset share, unit or contract as priced at the close of the market on the last day of the statement period or the last available price. All values provided for structured yield deposits (for example, JPMorgan London Time Deposits) reflect the original deposit amount only. The value for Real Estate, Mineral Interests and Miscellaneous Assets may not reflect the most current value of the asset.

Important information regarding Auction Rate Securities (ARS). ARS are debt or preferred securities with an interest or dividend rate reset periodically in an auction. Although there may be daily, weekly and monthly resets, there is no guarantee that there will be liquidity. If there are not enough bids at an auction to redeem the securities available for sale, the result may be a failed auction. In the event of a failed auction, there is no assurance that a secondary market will develop or that the security will trade at par or any other price reflected on statements and online. Accordingly, investors should not rely on pricing information appearing in their statements or online with respect to ARS. When J.P. Morgan is unable to obtain a price from an internal or outside source for a particular ARS, the price column on your statement will indicate "unpriced".

Valuations of over-the-counter derivative transactions, including certain derivatives-related deposit products, have been prepared on a mid-market basis. These valuations are sourced from the various issuers of the securities or they are sourced from a third party valuation provider. J.P. Morgan expressly disclaims any responsibility for (1) the accuracy of the models or estimates used in deriving the valuations, (2) any errors or omissions in computing or disseminating the valuations, and (3) any uses to which the valuations are put. Valuations are provided for information purposes only and are intended solely for your own use. Please refer to the trade confirmation for details of each transaction.

Certain assets, including but not limited to, pooled and private investments, non-publicly traded and infrequently traded securities, derivatives, partnership interests and tangible assets are generally illiquid, the value of such asset may have been provided to us by third parties who may or may not be independent of the issuer or manager. Such information is reflected as of the last date provided to us, and is not independently verified.

In cases where we are unable to obtain a current market value from an internal or outside source for a particular security, the price column on your statement will indicate "unpriced". Although such securities may have value, please note that the value of a security indicated as "unpriced" will not be included in your overall current market value as reflected on the statement.

J.P. Morgan makes no representation, warranty or guarantee, express or implied, that any quoted value represents the actual terms at which securities could be bought or sold or new transactions could be entered into, or the actual terms on which existing transactions or securities could be liquidated. Such values may only be indicative.

When we are unable to obtain a current value from an internal or outside source for a particular security, the price column on your statement will indicate "unpriced".

If a partial call is made with respect to an issue of securities included in your Accounts we will allocate the call by a method we deem fair and equitable.

To the extent applicable, please note the following regarding estimated annual income (EAI) and estimated yield (EY): EAI and EY for certain types of securities could include a return of principal or capital gains in which case the EAI and EY would be overstated. EAI and EY are estimates and the actual income and yield might be lower or higher than the estimated amounts. EY reflects only the income generated by an investment. It does not reflect changes in its price, which may fluctuate.

Offshore Deposits - London and Nassau

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Deposits in Foreign Branches are not insured by the FDIC or any other Agency of the Federal Government; amounts in such foreign accounts do not have the benefit of any domestic preference applicable to U.S Banks; certain Foreign accounts are considered reportable to the Internal Revenue Service on a Report of Foreign Bank and Financial Accounts (TD F 90-22.1).

Bank products and services are offered through JPMorgan Chase Bank, N.A. ("JPMCB") and its banking affiliates. Securities are offered by J.P.Morgan Securities LLC ("JPMS") and, to the extent noted below, cleared through J.P. Morgan Clearing Corp. ("JPMCC").

Neither JPMS, nor JPMCC is a bank and are each separate legal entities from its bank or thrift affiliates.

Investment Products:	**Not FDIC Insured**	**-No Bank Guarantee**	**-May Lose Value**

Fund manager disclosure information available upon request

If you have an investment account that is managed by an SEC-Registered Investment Advisor, J.P. Morgan will provide a copy of the advisor's Form ADV II or brochure upon written request.

These statements are not official documents for income tax reporting purposes and should not be relied upon for such purposes, including determination of income, cost basis, amortization or accretion, or gain/loss. Such information, which may be inaccurate, incomplete or subject to updating, should be confirmed with your records and your tax advisor.

Please take the steps indicated below if you think statement(s) are incorrect or contact your J.P.Morgan team if you require additional information about a transaction on your statement(s).

IMPORTANT ADDITIONAL INFORMATION APPLICABLE ONLY TO YOUR ASSET ACCOUNT(S) (LINKED TO JPMS)

Your Asset Account consists of a bank account that custodies assets linked to a brokerage account through which securities transactions are executed. As a result, the Asset Account statement(s) reflect brokerage transactions executed through JPMS but (except for exchange listed options) held in custody at JPMCB. Securities purchased or sold through JPMS in U.S. markets (other then mutual funds) are cleared through an affiliate of JPMS, in non-U.S. markets securities are cleared through JPMS. Positions in exchange-listed options are held by JPMCC. For your convenience, however, positions in exchange-listed options are presented in Asset Account statement(s) together with other assets held in such account(s). All pertinent information about your settled and pending purchases and sales effected through your JPMS account during the period covered by these statement(s), is summarized in the "Trade Activity" portion of the statement(s).

In Case of Other Errors or Questions About Your Asset Account Statement(s)

Please review your statement(s) and promptly report any inaccuracy or discrepancy including possible unauthorized trading activity, unrecorded dividend payments, unaccounted cash positions, improper payments or transfers in writing to both the introducing broker, JPMS and the clearing firm, JPMCC at the addresses shown on your statement(s). Any oral communication should be re-confirmed in writing to further protect your rights, including your rights under the Securities Investor Protection Act (SIPA). If you have any questions please contact your J.P.Morgan team.

In your written communication, please provide the following information: (1) your name and account number; (2) the dollar amount of the suspected error; and (3) a description of the error and explanation, if you can, why you believe there is an error. If you need more information, you must describe the item you are unsure about. We must receive your written communication no later than 30 days after the statement on which the error or problem appeared is sent or made available. If you do not so notify us, you agree that the statement activity and account balance(s) are correct.

JPMCC and JPMS are members of the Securities Investor Protection Corp ("SIPC"), a not-for-profit membership corporation funded by broker-dealers registered with the Securities and Exchange Commission. Securities and cash held for a customer at JPMCC are protected by SIPC up to $500,000 per customer, which includes up to $250,000 of protection for cash. SIPC does not protect against losses from fluctuations in the value of the securities. Assets held in custody by JPMCB are not subject to SIPC. You may obtain information about SIPC, including the SIPC Brochure, on their website, at "www.sipc.org" or by contacting them at (202) 371-8300.

In Case of Errors or Questions About Your Electronic Transfers.

Contact your J.P. Morgan Team at one of the telephone numbers on the front of your statements or write us at J.P. Morgan, 500 Stanton Christiana Road, 1/OPS3, Newark, DE 19713-2107 as soon as you can, if you think your statement is wrong or if you need more information about a transfer on the statement. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared. (1) Tell us your name and account number. (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information. (3) Tell us the dollar amount of the suspected error. We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

In Case of Errors or Questions About Non-Electronic Transfers (Checks or Deposits)

Contact JPMorgan Chase Bank, N.A. ("JPMCB") Member FDIC immediately if a statement is incorrect or if you need more information about any non-electronic transactions (checks or deposits) on this statement. If any such error appears, you must notify the bank in writing as soon as possible after your statement was made available to you. For more complete details, see the applicable account agreements and appendices that govern your account.

Deposit products and services are offered by JPMCB Member FDIC.

You must promptly advise your J.P.Morgan representative of material changes in your investment objectives or financial situation or if you wish to modify the management of your account. Unless you inform otherwise, your J.P.Morgan representative will consider the information currently in its files to be complete and accurate.

With reference to JPMS and JPMCC: A financial statement of this organization is available to you for personal inspection at its offices, or a copy will be mailed to you upon written request.

You should have received (or have made available to you) separate confirmations for each securities transaction. All transactions are subject to the terms and conditions stated on the reverse side of such confirmations and are subject to the constitution, by-laws, customs and interpretations of the marketplace where executed and governed by and construed in accordance with the laws of the State of New York and all applicable federal laws and regulations. Further information with respect to commissions and other charges related to the execution of transactions, including options transactions, has been included in confirmations that were previously furnished or have made available to you. Upon written request, JPMS will promptly supply you with the latest information.

IMPORTANT ADDITIONAL INFORMATION APPLICABLE ONLY TO YOUR MARGIN ACCOUNT(S)

All positions in your Margin Account Portfolio(s) are held in custody at J.P. Morgan Clearing Corp. ("JPMCC"), Three Chase Metrotech Center, Brooklyn, NY 11245-001, (347) 643-2578.

If you have a margin account as permitted by law we may use certain securities in such account for, among other things, settling short sales and lending the securities for short sales, and as a result may receive compensation in connection therewith.

Please keep the following in mind when using a statement to track your brokerage activity in a margin account: The statement combines your general margin account with the special memorandum account required by Section 220.6 Regulation T. As required by Regulation T, a permanent record of your separate account is available upon your request.

Free credit balances in your margin account(s) are not segregated and may be used in the operation of JPMCCs business, subject to the limitations of SEC Rule 15c3-3. Unless otherwise noted, JPMCC or its agents and depositories will hold your securities. Upon your demand, JPMCC will pay to you the amount of your free credit balance, and will deliver to you fully-paid securities held on your behalf.

Interest will be charged on any debit balance; the method of calculating interest is described in a letter sent to all margin customers.

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BERNSTEIN FAMILY INVESTMENT LLLP
950 PENINSULA CORP CIR STE 3010
BOCA RATON FL 33487-1387

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J.P.Morgan

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JPMorgan Chase Bank, N.A.
205 Royal Palm Way, Palm Beach, FL 33480

BERNSTEIN FAMILY INVESTMENT TAP DYS ACCT. A40610007
For the Period 8/1/12 to 8/31/12

Investment Management Account

J.P. Morgan Team		
Todd Adelstein	Banker	561/995-5053
Christopher Prindle	Investment Specialist	561/838-4669
John Hawkins Jr	Client Service Team	800/576-0938
Matthew Marcin	Client Service Team	

Online access www.jpmorganonline.com

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Please see disclosures located at the end of this statement package for important information relating to each J.P.Morgan account(s).

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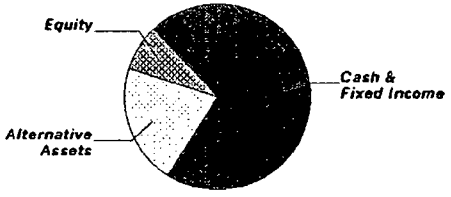
Account Summary

Asset Allocation	Beginning Market Value	Ending Market Value	Change In Value	Estimated Annual Income	Current Allocation
Equity	15,698.18	15,904.54	206.36	313.53	8%
Alternative Assets	42,714.18	42,901.76	187.58	1,053.20	21%
Cash & Fixed Income	144,689.30	146,115.50	1,426.20	7,185.91	71%
Market Value	**$203,101.66**	**$204,921.80**	**$1,820.14**	**$8,552.64**	**100%**
Accruals	245.75	193.21	(52.54)		
Market Value with Accruals	**$203,347.41**	**$205,115.01**	**$1,767.60**		

Asset Allocation



Portfolio Activity	Current Period Value	Year-to-Date Value
Beginning Market Value	**203,101.66**	**193,962.18**
Withdrawals & Fees		(1,654.37)
Net Contributions/Withdrawals	**$0.00**	**($1,654.37)**
Income & Distributions	578.57	5,275.03
Change In Investment Value	1,241.57	7,338.96
Ending Market Value	**$204,921.80**	**$204,921.80**
Accruals	193.21	193.21
Market Value with Accruals	**$205,115.01**	**$205,115.01**

Account Summary CONTINUED

Tax Summary	Current Period Value	Year-to-Date Value
Domestic Dividends/Distributions	578.53	5,274.47
Interest Income	0.04	0.56
Taxable Income	**$578.57**	**$5,275.03**

	Current Period Value	Year-to-Date Value
ST Realized Gain/Loss		(807.91)
LT Realized Gain/Loss		(468.48)
Realized Gain/Loss		**($1,276.39)**

	To-Date Value
Unrealized Gain/Loss	**$2,116.60**

Cost Summary	Cost
Equity	15,411.47
Cash & Fixed Income	145,326.73
Total	**$160,738.20**

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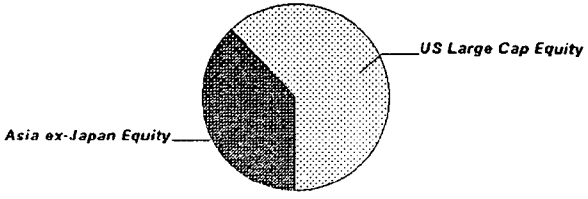
Equity Summary

Asset Categories	Beginning Market Value	Ending Market Value	Change In Value	Current Allocation
US Large Cap Equity	9,338.24	9,488.44	150.20	5%
Asia ex-Japan Equity	6,359.94	6,416.10	56.16	3%
Total Value	**$15,698.18**	**$15,904.54**	**$206.36**	**8%**

Market Value/Cost	Current Period Value
Market Value	15,904.54
Tax Cost	15,411.47
Unrealized Gain/Loss	493.07
Estimated Annual Income	313.53
Yield	1.97%

Asset Categories



Equity as a percentage of your portfolio - 8 %

Equity Detail

	Price	Quantity	Value	Adjusted Tax Cost / Original Cost	Unrealized Gain/Loss	Est. Annual Inc. / Accrued Div.	Yield
US Large Cap Equity							
SIT MUT FDS INC DIVIDEND GRWTH 82980D-70-7 SDVG X	14.53	653.024	9,488.44	8,868.59	619.85	143.66	1.51%

	Price	Quantity	Value	Adjusted Tax Cost / Original Cost	Unrealized Gain/Loss	Est. Annual Inc. / Accrued Div.	Yield
Asia ex-Japan Equity							
MATTHEWS ASIA DIVIDEND INSTITUTIONAL 577130-75-0 MIPI X	13.71	467.987	6,416.10	6,542.88	(126.78)	169.87	2.65%

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Alternative Assets Summary

Asset Categories	Beginning Estimated Value	Ending Estimated Value	Change In Value	Current Allocation
Hedge Funds	42,714.18	42,901.76	187.58	21%

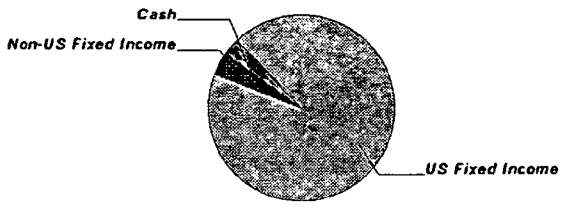
Alternative Assets Detail

	Price	Quantity	Estimated Value	Cost
Hedge Funds				
EATON VANCE FLOATING-RATE ADVANTAGE I 277923-63-7 EIFA X	10.98	1,106.881	12,153.55	12,065.00
GATEWAY FUND - Y 367829-88-4 GTEY X	27.44	748.833	20,547.98	19,889.00
HSBC FDS TOTAL RETURN I 40428X-15-6 HTRI X	10.25	995.144	10,200.23	10,113.00
Total Hedge Funds			**$42,901.76**	**$42,067.00**

Cash & Fixed Income Summary

Asset Categories	Beginning Market Value	Ending Market Value	Change In Value	Current Allocation
Cash	3,581.48	4,160.05	578.57	2%
US Fixed Income	134,918.19	135,718.21	800.02	66%
Non-US Fixed Income	6,189.63	6,237.24	47.61	3%
Total Value	**$144,689.30**	**$146,115.50**	**$1,426.20**	**71%**

Asset Categories



Market Value/Cost	Current Period Value
Market Value	146,115.50
Tax Cost	145,326.73
Unrealized Gain/Loss	788.77
Estimated Annual Income	7,185.91
Accrued Interest	113.90
Yield	4.91%

Cash & Fixed Income as a percentage of your portfolio - 71 %

SUMMARY BY MATURITY

Cash & Fixed Income	Market Value	% of Bond Portfolio
0-6 months[1]	146,115.50	100%

[1] The years indicate the number of years until the bond is scheduled to mature based on the statement end date. Some bonds may be called, or paid in full, before their stated maturity.

SUMMARY BY TYPE

Cash & Fixed Income	Market Value	% of Bond Portfolio
Cash	4,160.05	2%
International Bonds	7,589.89	5%
Mutual Funds	122,001.77	85%
Other	12,363.79	8%
Total Value	**$146,115.50**	**100%**

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Note: [1] This is the Annual Percentage Yield (APY) which is the rate earned if balances remain on deposit for a full year with compounding, there is no change in the interest rate and all interest is left in the account.

Cash & Fixed Income Detail

	Price	Quantity	Value	Adjusted Tax Cost / Original Cost	Unrealized Gain/Loss	Est. Annual Income / Accrued Interest	Yield
Cash							
US DOLLAR	1.00	4,160.05	4,160.05	4,160.05		0.41 0.04	0.01% [1]
US Fixed Income							
HARBOR HIGH YIELD BOND FUND - INS 411511-55-3	11.14	1,356.56	15,112.04	15,207.00	(94.96)	903.46	5.98%
HARBOR CONVERTIBLE SEC FD-IS 411512-73-4	9.91	404.25	4,006.09	3,998.00	8.09	95.40	2.38%
COHEN & STEERS PREFERRED SECURITIES AND INCOME FUND INC 19248X-30-7	12.96	644.88	8,357.70	7,852.91	504.79	549.44	6.57%
JPM STR INC OPP FD FUND 3844 4812A4-35-1	11.67	650.38	7,589.89	7,785.00	(195.11)	251.69 23.41	3.32%
DOUBLELINE FDS TR TTL RTN BD I 258620-10-3	11.34	2,680.48	30,396.59	30,050.00	346.59	2,114.89	6.96%
JPM HIGH YIELD FD - SEL FUND 3580 4812C0-80-3	8.02	693.86	5,564.73	5,765.95	(201.22)	372.60 30.53	6.70%

	Price	Quantity	Value	Adjusted Tax Cost / Original Cost	Unrealized Gain/Loss	Est. Annual Income / Accrued Interest	Yield
US Fixed Income							
JPM SHORT DURATION BOND FD - SEL FUND 3133 4812C1-33-0	11.02	1,329.24	14,648.18	14,606.56	41.62	212.67 14.62	1.45%
JPM TR I MLT SC INCM SL 48121A-29-0	10.10	1,969.50	19,891.93	19,713.00	178.93	852.79 45.30	4.29%
RIDGEWORTH FDS SEIX FLRT HI I 76628T-67-8	8.87	1,392.41	12,350.64	12,517.73	(167.09)	622.40	5.04%
T. ROWE PRICE INSTL INCOME FDS FLTG RATE FD F 77958B-10-5	10.12	1,155.86	11,697.30	11,851.53	(154.23)	582.55	4.98%
BLACKROCK HIGH YIELD BOND 091929-63-8	7.88	774.51	6,103.12	5,796.00	307.12	379.50	6.22%
Total US Fixed Income			**$135,718.21**	**$135,143.68**	**$574.53**	**$6,937.39** **$113.86**	**5.11%**
Non-US Fixed Income							
PIMCO EMERGING MARKETS CORPORATE BOND FUND 72201W-85-7	11.79	529.03	6,237.24	6,023.00	214.24	248.11	3.98%

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Portfolio Activity Summary

Transactions	Current Period Value	Year-To-Date Value*
Beginning Cash Balance	**3,581.48**	--
INFLOWS		
Income	578.57	5,275.03
Total Inflows	**$578.57**	**$5,275.03**
OUTFLOWS **		
Fees & Commissions		(1,654.37)
Total Outflows	**$0.00**	**($1,654.37)**
TRADE ACTIVITY		
Settled Sales/Maturities/Redemptions		43,554.05
Settled Securities Purchased		(52,620.00)
Total Trade Activity	**$0.00**	**($9,065.95)**
Ending Cash Balance	**$4,160.05**	--

Cost Adjustments	Current Period Value	Year-To-Date Value*
Cost Adjustments		(67.80)
Total Cost Adjustments	**$0.00**	**($67.80)**

* Year to date information is calculated on a calendar year basis.
** Your account's standing instructions use a FIRST IN, FIRST OUT method for relieving assets from your position

Portfolio Activity Detail

INFLOWS & OUTFLOWS

Settle Date	Type / Selection Method	Description	Quantity / Cost	Per Unit / Amount	Amount
8/1	Div Domest	JPM STR INC OPP FD FUND 3844 @ 0.038 PER SHARE (ID: 4812A4-35-1)	650.376	0.038	24.71
8/1	Interest Income	DEPOSIT SWEEP INTEREST FOR JULY @ .01% RATE ON NET AVG COLLECTED BALANCE OF $5,062.01 AS OF 08/01/12			0.04
8/1	Div Domest	JPM HIGH YIELD FD - SEL FUND 3580 @ 0.044 PER SHARE (ID: 4812C0-80-3)	693.857	0.044	30.53
8/1	Div Domest	JPM SHORT DURATION BOND FD - SEL FUND 3133 @ 0.012 PER SHARE (ID: 4812C1-33-0)	1,329.236	0.012	15.95
8/1	Div Domest	JPM TR I MLT SC INCM SL @ 0.058 PER SHARE (ID: 48121A-29-0)	1,969.498	0.058	114.23
8/1	Div Domest	BLACKROCK HIGH YIELD BOND 07/31/12 INCOME DIVIDEND @ 0.042 PER SHARE AS OF 07/31/12 (ID: 091929-63-8)	774.507	0.042	32.39
8/1	Div Domest	EATON VANCE FLOATING-RATE ADVANTAGE I 07/31/12 INCOME DIVIDEND @ 0.052 PER SHARE AS OF 07/31/12 (ID: 277923-63-7)	1,106.881	0.052	57.21
8/1	Div Domest	HSBC FDS TOTAL RETURN I 08/01/12 INCOME DIVIDEND @ 0.003 PER SHARE (ID: 40428X-15-6)	995.144	0.003	3.08
8/2	Div Domest	COHEN & STEERS PREFERRED SECURITIES AND INCOME FUND INC 07/31/12 INCOME DIVIDEND @ 0.071 PER SHARE AS OF 07/31/12 (ID: 19248X-30-7)	644.884	0.071	45.79
8/2	Div Domest	DOUBLELINE FDS TR TTL RTN BD I 07/31/12 INCOME DIVIDEND @ 0.056 PER SHARE AS OF 07/31/12 (ID: 258620-10-3)	2,680.475	0.056	151.10

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INFLOWS & OUTFLOWS

Settle Date	Type / Selection Method	Description	Quantity / Cost	Per Unit / Amount	Amount
8/2	Div Domest	PIMCO EMERGING MARKETS CORPORATE BOND FUND 07/31/12 INCOME DIVIDEND @ 0.035 PER SHARE AS OF 07/31/12 (ID: 72201W-85-7)	529.028	0.035	18.70
8/2	Div Domest	RIDGEWORTH FDS SEIX FLRT HI I 08/01/12 INCOME DIVIDEND @ 0.037 PER SHARE AS OF 08/01/12 (ID: 76628T-67-8)	1,392.406	0.038	52.23
8/2	Div Domest	T. ROWE PRICE INSTL INCOME FDS FLTG RATE FD F 07/31/12 INCOME DIVIDEND @ 0.040 PER SHARE AS OF 07/31/12 (ID: 77958B-10-5)	1,155.860	0.028	32.61
Total Inflows & Outflows					**$578.57**

J.P. Morgan

For the Period 8/1/12 to 8/31/12

For your convenience we have combined statement(s) for activity you conduct through J.P. Morgan in one package. Below are important disclosures relating to these different accounts. These statements may relate to various account types. Some of the disclosures are applicable to all of your accounts. For ease of reference the disclosures applicable to a particular type of account have been grouped together by descriptive headers.

IMPORTANT GENERAL INFORMATION APPLICABLE TO ALL OF YOUR ACCOUNT(S)

Important Information about Pricing ,Valuations, Estimated Annual Income, and Estimated Yield

Market value information (including without limitation, prices, exchange rates, accrued income and bond ratings) furnished herein, some of which has been provided by pricing sources that J.P. Morgan believes to be reliable, is not guaranteed for accuracy but provided for informational purposes and is furnished for the exclusive use of the client.

The current price is the value of the financial asset share, unit or contract as priced at the close of the market on the last day of the statement period or the last available price. All values provided for structured yield deposits (for example, JPMorgan London Time Deposits) reflect the original deposit amount only. The value for Real Estate, Mineral Interests and Miscellaneous Assets may not reflect the most current value of the asset.

Important information regarding Auction Rate Securities (ARS). ARS are debt or preferred securities with an interest or dividend rate reset periodically in an auction. Although there may be daily, weekly and monthly resets, there is no guarantee that there will be liquidity. If there are not enough bids at an auction to redeem the securities available for sale, the result may be a failed auction. In the event of a failed auction, there is no assurance that a secondary market will develop or that the security will trade at par or any other price reflected on statements and online. Accordingly, investors should not rely on pricing information appearing in their statements or online with respect to ARS. When J.P. Morgan is unable to obtain a price from an internal or outside source for a particular ARS, the price column on your statement will indicate "unpriced".

Valuations of over-the-counter derivative transactions, including certain derivatives-related deposit products, have been prepared on a mid-market basis. These valuations are sourced from the various issuers of the securities or they are sourced from a third party valuation provider. J.P. Morgan expressly disclaims any responsibility for (1) the accuracy of the models or estimates used in deriving the valuations, (2) any errors or omissions in computing or disseminating the valuations, and (3) any uses to which the valuations are put. Valuations are provided for information purposes only and are intended solely for your own use. Please refer to the trade confirmation for details of each transaction.

Certain assets, including but not limited to, pooled and private investments, non-publicly traded and infrequently traded securities, derivatives, partnership interests and tangible assets are generally illiquid, the value of such asset may have been provided to us by third parties who may or may not be independent of the issuer or manager. Such information is reflected as of the last date provided to us, and is not independently verified.

In cases where we are unable to obtain a current market value from an internal or outside source for a particular security, the price column on your statement will indicate "unpriced". Although such securities may have value, please note that the value of a security indicated as "unpriced" will not be included in your overall current market value as reflected on the statement.

J.P. Morgan makes no representation, warranty or guarantee, express or implied, that any quoted value represents the actual terms at which securities could be bought or sold or new transactions could be entered into, or the actual terms on which existing transactions or securities could be liquidated. Such values may only be indicative.

When we are unable to obtain a current value from an internal or outside source for a particular security, the price column on your statement will indicate "unpriced".

If a partial call is made with respect to an issue of securities included in your Accounts we will allocate the call by a method we deem fair and equitable.

To the extent applicable, please note the following regarding estimated annual income (EAI) and estimated yield (EY): EAI and EY for certain types of securities could include a return of principal or capital gains in which case the EAI and EY would be overstated. EAI and EY are estimates and the actual income and yield might be lower or higher than the estimated amounts. EY reflects only the income generated by an investment. It does not reflect changes in its price, which may fluctuate.

Offshore Deposits - London and Nassau

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Deposits in Foreign Branches are not insured by the FDIC or any other Agency of the Federal Government; amounts in such foreign accounts do not have the benefit of any domestic preference applicable to U.S Banks; certain Foreign accounts are considered reportable to the Internal Revenue Service on a Report of Foreign Bank and Financial Accounts (TD F 90-22.1).

Bank products and services are offered through JPMorgan Chase Bank, N.A. ("JPMCB") and its banking affiliates. Securities are offered by J.P.Morgan Securities LLC ("JPMS") and, to the extent noted below, cleared through J.P. Morgan Clearing Corp. ("JPMCC").

Neither JPMS, nor JPMCC is a bank and are each separate legal entities from its bank or thrift affiliates.

Investment Products:	**Not FDIC Insured**	**-No Bank Guarantee**	**-May Lose Value**

Fund manager disclosure information available upon request

If you have an investment account that is managed by an SEC-Registered Investment Advisor, J.P. Morgan will provide a copy of the advisor's Form ADV II or brochure upon written request.

These statements are not official documents for income tax reporting purposes and should not be relied upon for such purposes, including determination of income, cost basis, amortization or accretion, or gain/loss. Such information, which may be inaccurate, incomplete or subject to updating, should be confirmed with your records and your tax advisor.

Please take the steps indicated below if you think statement(s) are incorrect or contact your J.P.Morgan team if you require additional information about a transaction on your statement(s).

IMPORTANT ADDITIONAL INFORMATION APPLICABLE ONLY TO YOUR INVESTMENT MANAGEMENT ACCOUNT(S) WHICH REFLECT ASSETS HELD AT JPMORGAN CHASE BANK, N.A.

In case of other errors or questions about other account statement(s)

Please review your account statement(s) and promptly report any inaccuracy or discrepancy including possible unauthorized trading activity, unrecorded dividend payments, unaccounted cash positions, improper payments or transfers in writing to JPMCB at the addresses shown on your statement(s). Any oral communication should be re-confirmed in writing to further protect your rights. If you have any questions please contact your J.P. Morgan team.

In your written communication, please provide the following information: (1) your name and account number; (2) the dollar amount of the suspected error; and (3) a description of the error and explanation, if you can, why you believe there is an error. If you need more information, you must describe the item you are unsure about. We must receive your written communication no later than 30 days after the statement on which the error or problem appeared is sent or made available. If you do not so notify us, you agree that the statement activity and account balance(s) are correct.

You must promptly advise your J.P.Morgan representative of material changes in your investment objectives or financial situation or if you wish to modify the management of your account. Unless you inform otherwise, your J.P.Morgan representative will consider the information currently in its files to be complete and accurate.

You must promptly advise your J.P.Morgan representative of material changes in your investment objectives or financial situation or if you wish to modify the management of your account. Unless you inform otherwise, your J.P.Morgan representative will consider the information currently in its files to be complete and accurate.

PRODUCT RELATED DISCLOSURE: IMPORTANT INFORMATION ABOUT ALTERNATIVE INVESTMENTS: FOOTNOTES 1 - 4

Private Equity, Hedge Funds, Exchange Funds, Real Estate and Other Alternative Assets

1. Direct private equity investments and pooled private investments (e.g., interests in limited partnerships and limited liability companies) are generally illiquid securities. Values are estimates only and are not warranted for accuracy or completeness. Values do not represent the actual terms at which transactions or securities could be bought or sold or new transactions could be entered into or the actual terms on which existing transactions could be liquidated as of the date of this statement.

Direct private equity investments are generally valued at cost, unless there is an active secondary trading market in the securities, in which case, direct private equity investments are valued using market prices as of the close of the last business day for this statement period. Pooled private equity investments are valued according to the General Partner's or Manager's stated methodology. Please refer to the limited partnership agreement, limited liability company agreement or other operative documentation for each investment for the specific valuation methodology used by the General Partner or Manager for that investment or for your Investment Management or Trust account contact your J.P. Morgan team. J.P. Morgan expressly disclaims any responsibility for (1) the accuracy of the information and the methodology used by the General Partner or Manager in deriving valuations, (2) any errors or omissions in compiling or disseminating the valuations, and (3) any use to which the valuations are put. Valuations are provided for information purposes only and are intended solely for your own use.

Hedge funds generally calculate the price (the "Net Asset Value" or " NAV"), 10-15 business days following the last business day of the month. For that reason, hedge fund NAVs shown will generally be the NAV of the month preceding this statement period. In general, the NAV is stated net of management and incentive fees. The NAV is calculated according to the General Partner's or Manager's stated methodology. Please refer to the limited partnership agreement, limited liability company agreement or other operative documentation for each hedge fund for the specific methodology used by the General Partner or Manager for that hedge fund or for your Investment Management or Trust account contact your J.P. Morgan team. J.P. Morgan expressly disclaims any responsibility for (1) the accuracy of the information and the methodology used by the General Partner or Manager in deriving valuations, (2) any errors or omissions in compiling or disseminating the valuations, and (3) any use to which the valuations are put. Valuations are provided for information purposes only and are intended solely for your own use.

These statements do not provide tax reporting on private investments. Please continue to rely upon the General Partner or Manager of the investment vehicle for this information or for your Investment Management or Trust account contact your J.P. Morgan team.

2. The 'Capital Called Since Inception USD' and 'Cash/Security distributions Since Inception USD' columns are updated monthly to reflect activity (capital calls and distributions), if any.

3. Hedge funds generally allow subscriptions on a monthly or quarterly basis. An interest in a hedge fund or hedge fund of funds is generally as of the first business day of the subscription period. Due to early funding requirements by the applicable fund, your account may be debited for the subscription amount prior to the subscription date. Please refer to the applicable hedge fund's operative documentation for further details or for your Investment Management or Trust account contact your J.P. Morgan team.

Hedge fund redemptions are generally on a monthly, quarterly or annual basis but can sometimes be subject to a multi-year lockup before a redemption is permitted. For redemptions, there is generally a notification period that can be a long interval before the actual redemption date. Redemption proceeds are generally paid 15 calendar days after the final NAV is issued, but can be subject to a holdback of a portion of the proceeds until an annual audit of the Fund has been completed. Please refer to the applicable hedge fund's operative documentation for further details or for your Investment Management or Trust account contact your J.P. Morgan team.

Global Access Portfolios share certain characteristics with hedge funds. In particular, an investor who withdraws from a Global Access Portfolio will not receive the withdrawal proceeds in their entirety until 30-60 days after completion of the Portfolio's audit, which may be 18 months or longer after the redemption date. Interest might not be paid on any proceeds pending distribution. These restrictions apply even if the investor's account at JPMorgan is closed. The Confidential Private Placement Memorandum and applicable Supplements contain other important information about the Global Access Portfolios and are available upon request or for your Investment Management or Trust account contact your J.P. Morgan team.

4. Alternative assets may include publicly available mutual funds that utilize non-traditional investment management strategies, for example, strategies commonly employed by hedge funds. Mutual funds generally calculate the price (the "Net Asset Value" or "NAV") on a daily basis and mutual fund NAVs shown on your statement generally will be the NAV as of the close of the last business day for this statement period. Please refer to the applicable mutual fund prospectus for further details. If the applicable mutual fund is a JPMorgan Fund, please refer to disclosures on this statement concerning JPMorgan Funds for other important information.

PRODUCT RELATED DISCLOSURE: THE JPMORGAN FUNDS OR THIRD PARTIES

Shares of the funds referenced above are not bank deposits and are not guaranteed by any bank, government entity, or the FDIC. Return and share price will fluctuate and redemption value may be more or less than original cost. While the money market funds seek to maintain a stable net asset value of $1.00 per share, there is no assurance that they will continue to do so. The estimated annual income and dividend yield figures for mutual funds represent the funds' most recent income dividend annualized.

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Prospectuses and other fund information for JPMorgan funds may be obtained by calling your J.P. Morgan team or JPMorgan Distribution Services, Inc. at (800) 480-4111. You also may view and order materials online for JPMorgan funds at www.jpmorganfunds.com.

J.P. Morgan affiliates may receive compensation from the JPMorgan funds for providing investment advisory services to the funds. J.P. Morgan affiliates may also provide administrative, custodial, sales, distribution, shareholder or other services to the JPMorgan Funds or funds established, sponsored, advised, or managed by third parties, and J.P. Morgan affiliates may be compensated for such services as allowed by applicable law. The distributor of the JPMorgan Funds is JPMorgan Distribution Services, Inc., which is an affiliate of JPMCB.

Assets may be reflected herein even though they may be held by a third party unaffiliated with J.P. Morgan. In such cases, unless J.P. Morgan otherwise agrees, J.P. Morgan has no responsibility for the verification, valuation, safekeeping or management of those assets.

J.P.Morgan

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J.P.Morgan

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JPMorgan Chase Bank, N.A.
270 Park Avenue, New York, NY 10017-2014

S BERNSTEIN IRA DECD ACCT. W32603008
For the Period 8/1/12 to 8/31/12

Asset Account

J.P. Morgan Team

Todd Adelstein	Banker	561/995-5053
John Hawkins Jr	Client Service Team	800/576-0938
Matthew Marcin	Client Service Team	
Online access	**www.jpmorganonline.com**	

No market value or activity to report during this period

Please see disclosures located at the end of this statement package for important information relating to each J.P.Morgan account(s).

J.P.Morgan

For the Period 8/1/12 to 8/31/12

For your convenience we have combined statement(s) for activity you conduct through J.P. Morgan in one package. Below are important disclosures relating to these different accounts. These statements may relate to various account types. Some of the disclosures are applicable to all of your accounts. For ease of reference the disclosures applicable to a particular type of account have been grouped together by descriptive headers.

IMPORTANT GENERAL INFORMATION APPLICABLE TO ALL OF YOUR ACCOUNT(S)

Important Information about Pricing ,Valuations, Estimated Annual Income, and Estimated Yield

Market value information (including without limitation, prices, exchange rates, accrued income and bond ratings) furnished herein, some of which has been provided by pricing sources that J.P. Morgan believes to be reliable, is not guaranteed for accuracy but provided for informational purposes and is furnished for the exclusive use of the client.

The current price is the value of the financial asset share, unit or contract as priced at the close of the market on the last day of the statement period or the last available price. All values provided for structured yield deposits (for example, JPMorgan London Time Deposits) reflect the original deposit amount only. The value for Real Estate, Mineral Interests and Miscellaneous Assets may not reflect the most current value of the asset.

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Valuations of over-the-counter derivative transactions, including certain derivatives-related deposit products, have been prepared on a mid-market basis. These valuations are sourced from the various issuers of the securities or they are sourced from a third party valuation provider. J.P. Morgan expressly disclaims any responsibility for (1) the accuracy of the models or estimates used in deriving the valuations, (2) any errors or omissions in computing or disseminating the valuations, and (3) any uses to which the valuations are put. Valuations are provided for information purposes only and are intended solely for your own use. Please refer to the trade confirmation for details of each transaction.

Certain assets, including but not limited to, pooled and private investments, non-publicly traded and infrequently traded securities, derivatives, partnership interests and tangible assets are generally illiquid, the value of such asset may have been provided to us by third parties who may or may not be independent of the issuer or manager. Such information is reflected as of the last date provided to us, and is not independently verified.

In cases where we are unable to obtain a current market value from an internal or outside source for a particular security, the price column on your statement will indicate "unpriced". Although such securities may have value, please note that the value of a security indicated as "unpriced" will not be included in your overall current market value as reflected on the statement.

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To the extent applicable, please note the following regarding estimated annual income (EAI) and estimated yield (EY): EAI and EY for certain types of securities could include a return of principal or capital gains in which case the EAI and EY would be overstated. EAI and EY are estimates and the actual income and yield might be lower or higher than the estimated amounts. EY reflects only the income generated by an investment. It does not reflect changes in its price, which may fluctuate.

Offshore Deposits - London and Nassau

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Deposits in Foreign Branches are not insured by the FDIC or any other Agency of the Federal Government; amounts in such foreign accounts do not have the benefit of any domestic preference applicable to U.S Banks; certain Foreign accounts are considered reportable to the Internal Revenue Service on a Report of Foreign Bank and Financial Accounts (TD F 90-22.1).

Bank products and services are offered through JPMorgan Chase Bank, N.A. ("JPMCB") and its banking affiliates. Securities are offered by J.P.Morgan Securities LLC ("JPMS") and, to the extent noted below, cleared through J.P. Morgan Clearing Corp. ("JPMCC").

Neither JPMS, nor JPMCC is a bank and are each separate legal entities from its bank or thrift affiliates.

Investment Products:	**Not FDIC Insured**	**-No Bank Guarantee**	**-May Lose Value**

Fund manager disclosure information available upon request

If you have an investment account that is managed by an SEC-Registered Investment Advisor, J.P. Morgan will provide a copy of the advisor's Form ADV II or brochure upon written request.

These statements are not official documents for income tax reporting purposes and should not be relied upon for such purposes, including determination of income, cost basis, amortization or accretion, or gain/loss. Such information, which may be inaccurate, incomplete or subject to updating, should be confirmed with your records and your tax advisor.

Please take the steps indicated below if you think statement(s) are incorrect or contact your J.P.Morgan team if you require additional information about a transaction on your statement(s).

IMPORTANT ADDITIONAL INFORMATION APPLICABLE ONLY TO YOUR ASSET ACCOUNT(S) (LINKED TO JPMS)

Your Asset Account consists of a bank account that custodies assets linked to a brokerage account through which securities transactions are executed. As a result, the Asset Account statement(s) reflect brokerage transactions executed through JPMS but (except for exchange listed options) held in custody at JPMCB. Securities purchased or sold through JPMS in U.S. markets (other then mutual funds) are cleared through an affiliate of JPMS, in non-U.S. markets securities are cleared through JPMS. Positions in exchange-listed options are held by JPMCC. For your convenience, however, positions in exchange-listed options are presented in Asset Account statement(s) together with other assets held in such account(s). All pertinent information about your settled and pending purchases and sales effected through your JPMS account during the period covered by these statement(s), is summarized in the "Trade Activity" portion of the statement(s).

In Case of Other Errors or Questions About Your Asset Account Statement(s)

Please review your statement(s) and promptly report any inaccuracy or discrepancy including possible unauthorized trading activity, unrecorded dividend payments, unaccounted cash positions, improper payments or transfers in writing to both the introducing broker, JPMS and the clearing firm, JPMCC at the addresses shown on your statement(s). Any oral communication should be re-confirmed in writing to further protect your rights, including your rights under the Securities Investor Protection Act (SIPA). If you have any questions please contact your J.P.Morgan team.

In your written communication, please provide the following information: (1) your name and account number; (2) the dollar amount of the suspected error; and (3) a description of the error and explanation, if you can, why you believe there is an error. If you need more information, you must describe the item you are unsure about. We must receive your written communication no later than 30 days after the statement on which the error or problem appeared is sent or made available. If you do not so notify us, you agree that the statement activity and account balance(s) are correct.

JPMCC and JPMS are members of the Securities Investor Protection Corp ("SIPC"), a not-for-profit membership corporation funded by broker-dealers registered with the Securities and Exchange Commission. Securities and cash held for a customer at JPMCC are protected by SIPC up to $500,000 per customer, which includes up to $250,000 of protection for cash. SIPC does not protect against losses from fluctuations in the value of the securities. Assets held in custody by JPMCB are not subject to SIPC. You may obtain information about SIPC, including the SIPC Brochure, on their website, at "www.sipc.org" or by contacting them at (202) 371-8300.

In Case of Errors or Questions About Your Electronic Transfers.

Contact your J.P. Morgan Team at one of the telephone numbers on the front of your statements or write us at J.P. Morgan, 500 Stanton Christiana Road, 1/OPS3, Newark, DE 19713-2107 as soon as you can, if you think your statement is wrong or if you need more information about a transfer on the statement. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared. (1) Tell us your name and account number. (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information. (3) Tell us the dollar amount of the suspected error. We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

In Case of Errors or Questions About Non-Electronic Transfers (Checks or Deposits)

Contact JPMorgan Chase Bank, N.A. ("JPMCB") Member FDIC immediately if a statement is incorrect or if you need more information about any non-electronic transactions (checks or deposits) on this statement. If any such error appears, you must notify the bank in writing as soon as possible after your statement was made available to you. For more complete details, see the applicable account agreements and appendices that govern your account.

Deposit products and services are offered by JPMCB Member FDIC.

You must promptly advise your J.P.Morgan representative of material changes in your investment objectives or financial situation or if you wish to modify the management of your account. Unless you inform otherwise, your J.P.Morgan representative will consider the information currently in its files to be complete and accurate.

With reference to JPMS and JPMCC: A financial statement of this organization is available to you for personal inspection at its offices, or a copy will be mailed to you upon written request.

You should have received (or have made available to you) separate confirmations for each securities transaction. All transactions are subject to the terms and conditions stated on the reverse side of such confirmations and are subject to the constitution, by-laws, customs and interpretations of the marketplace where executed and governed by and construed in accordance with the laws of the State of New York and all applicable federal laws and regulations. Further information with respect to commissions and other charges related to the execution of transactions, including options transactions, has been included in confirmations that were previously furnished or have made available to you. Upon written request, JPMS will promptly supply you with the latest information.

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WILMINGTON TRUST

Relationship Summary

088949-000 TT/SIMON L BERNSTEIN IRREV TR

As of August 31, 2012

CONTACTS

Private Client Advisor:	*CARECE M. RUFE*	*302-651-8248*	*crufe@wilmingtontrust.com*

CORPORATE HEADQUARTERS

Rodney Square North
1100 North Market Street
Wilmington DE 19890-0001

877-836-9206 *www.wilmingtontrust.com*

IMPORTANT INFORMATION

On July 1, 2012, Wilmington Trust converted to a new trust and investment management system. This statement is produced from our new system which reflects information in a slightly different format. Please note that year to date fields will include cumulative data with a start date of July 1, 2012, but will not include data or totals from the first six months of 2012. If you have any questions, please contact your relationship team.

For clients invested in the Wilmington Trust Common Trust Funds, audited financial reports are prepared annually for the funds and are available to you at no charge. If you would like to receive copies of these reports, please contact your Relationship Manager. Wilmington Trust receives an administration fee from the common trust funds equal to 0.10% annually of the market value of the common trust funds held in client accounts.

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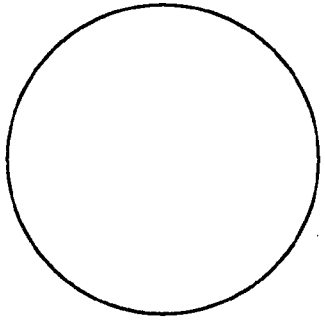
WILMINGTON TRUST

Market Value Summary

088949-000 TT/SIMON L BERNSTEIN IRREV TR

As of August 31, 2012

ASSET ALLOCATION
CURRENT RELATIONSHIP MARKET VALUE: $2,829,962



Equity	0%
Fixed Income	0%
Inflation Hedges	0%
Hedged Strategies	0%
Cash & Currency	
Other Assets	100%

	MARKET VALUE (M/V) As of 7/31/2012	NET CONTRIBUTIONS (WITHDRAWALS)	MARKET VALUE (M/V) CHANGE	MARKET VALUE (M/V) As of 8/31/2012
TOTAL PRINCIPAL	$2,842,462	$0	$0	$2,842,462
TOTAL INCOME	($12,500)	$0	$0	($12,500)
TOTAL	$2,829,962	$0	$0	$2,829,962

Net contribution/withdrawal figures include fees. Market value figures include accruals.

TS004808

2012-09-0600001123100000 MSB1602671 0001 0001130206 000023998 00001500 088949-000 H

WILMINGTON TRUST

Income Summary

088949-000 TT/SIMON L BERNSTEIN IRREV TR

As of August 31, 2012

	From 7/31/2012 through 8/31/2012		Calendar Year to Date	
	TAXABLE	TAX EXEMPT	TAXABLE	TAX EXEMPT
TOTAL PRINCIPAL	$0	$0	$0	$0
TOTAL INCOME	$0	$0	$0	$0
TOTAL	$0	$0	$0	$0

Realized Gain/(Loss) Summary

	From 7/31/2012 through 8/31/2012		Calendar Year to Date	
	SHORT TERM	LONG TERM	SHORT TERM	LONG TERM
TOTAL PRINCIPAL	$0	$0	$0	$0
TOTAL	$0	$0	$0	$0

Realized gain/(loss) figures do not include currency gain/(loss).

2012-09-0600001123100000 MSB1602671 0001 0001130206 000023998 00001500 08[illegible]900 H

WILMINGTON TRUST

Summary of Investments

088949-000 TT/SIMON L BERNSTEIN IRREV TR

As of August 31, 2012

INVESTMENT CATEGORY	MARKET VALUE (M/V) As of 7/31/2012	% OF M/V	MARKET VALUE (M/V) As of 8/31/2012	% OF M/V
PRINCIPAL PORTFOLIO(S)				
Cash & Currency				
Uninvested Cash	($729.06)	(0.03)	($729.06)	(0.03)
TOTAL Cash & Currency	**(729.06)**	**(0.03)**	**(729.06)**	**(0.03)**
Other Assets				
Privately Held Partnerships	2,843,190.72	100.03	2,843,190.72	100.03
TOTAL Other Assets	**2,843,190.72**	**100.03**	**2,843,190.72**	**100.03**
TOTAL PRINCIPAL PORTFOLIO(S)	**2,842,461.66**	**100.00**	**2,842,461.66**	**100.00**
INCOME PORTFOLIO(S)				
Cash & Currency				
Uninvested Cash	(12,500.00)	100.00	(12,500.00)	100.00
TOTAL Cash & Currency	**(12,500.00)**	**100.00**	**(12,500.00)**	**100.00**
TOTAL INCOME PORTFOLIO(S)	**(12,500.00)**	**100.00**	**(12,500.00)**	**100.00**
GRAND TOTAL(S)	**2,829,961.66**		**2,829,961.66**	

2012-09-0600001123100000 MSB1602671 0001 0001130206 000023997 00161000 088949-000 H

WILMINGTON TRUST

Summary of Activity

088949-000 TT/SIMON L BERNSTEIN IRREV TR

August 1, 2012 through August 31, 2012

	AMOUNT
PRINCIPAL	
OPENING CASH & CASH MANAGEMENT BALANCES:	**($729.06)**
RECEIPTS	
No activity during this period	
DISBURSEMENTS	
No activity during this period	
CLOSING CASH & CASH MANAGEMENT BALANCES:	**(729.06)**
INCOME	
OPENING CASH & CASH MANAGEMENT BALANCES:	**(12,500.00)**
RECEIPTS	
No activity during this period	
DISBURSEMENTS	
No activity during this period	
CLOSING CASH & CASH MANAGEMENT BALANCES:	**(12,500.00)**

2012-09-0600001123100000 MSB1602671 0001 0001130206 000023997 00163000 088 000 H

WILMINGTON TRUST

Investment Detail

088949-000 TT/SIMON L BERNSTEIN IRREV TR

As of August 31, 2012

QUANTITY / DESCRIPTION	MARKET VALUE (M/V) / MARKET UNIT PRICE	%M/V	FEDERAL TAX COST / AVERAGE UNIT COST	UNREALIZED GAIN/(LOSS)	ACCRUED INCOME	ESTIMATED ANNUAL INCOME	YIELD (%) / YTM (%)
PRINCIPAL PORTFOLIO(S)							
Cash & Currency							
(729.0600)	($729.06)	(0.03)	($729.06)	$0.00	$0.00	$0.00	0.00
CASH	1.0000		1.00				
TOTAL Cash & Currency	**(729.06)**	**(0.03)**	**(729.06)**	**0.00**	**0.00**	**0.00**	**0.00**
Other Assets							
	2,843,190.72	100.03	1,915,456.39	927,734.33	0.00	0.00	0.00
BERNSTEIN FAMILY INVESTMENTS, LLLP (49.5% INTEREST) CUSIP 99W764AB3							
TOTAL Other Assets	**2,843,190.72**	**100.03**	**1,915,456.39**	**927,734.33**	**0.00**	**0.00**	**0.00**
TOTAL PRINCIPAL PORTFOLIO(S)	**2,842,461.66**	**100.00**	**1,914,727.33**	**927,734.33**	**0.00**	**0.00**	**0.00**
INCOME PORTFOLIO(S)							
Cash & Currency							
(12,500.0000)	(12,500.00)	100.00	(12,500.00)	0.00	0.00	0.00	0.00
CASH	1.0000		1.00				
TOTAL Cash & Currency	**(12,500.00)**	**100.00**	**(12,500.00)**	**0.00**	**0.00**	**0.00**	**0.00**
TOTAL INCOME PORTFOLIO(S)	**(12,500.00)**	**100.00**	**(12,500.00)**	**0.00**	**0.00**	**0.00**	**0.00**
GRAND TOTAL(S)	**2,829,961.66**		**1,902,227.33**	**927,734.33**	**0.00**	**0.00**	**0.00**

2012-09-0600001123100000 MSB1602671 0001 0001130206 000023996 00161500 088949-000 H

WILMINGTON TRUST

Activity Detail

088949-000 TT/SIMON L BERNSTEIN IRREV TR

August 1, 2012 through August 31, 2012

DATE	TYPE	QUANTITY	DESCRIPTION	AMOUNT
PRINCIPAL				
			OPENING CASH & CASH MANAGEMENT BALANCES:	**($729.06)**
			Cash balances are invested on a daily basis.	
			No activity during this period	
			CLOSING CASH & CASH MANAGEMENT BALANCES:	**(729.06)**
INCOME				
			OPENING CASH & CASH MANAGEMENT BALANCES:	**(12,500.00)**
			Cash balances are invested on a daily basis.	
			No activity during this period	
			CLOSING CASH & CASH MANAGEMENT BALANCES:	**(12,500.00)**

2012-09-0600001123100000 MSB1602671 0001 0001130206 000023996 00163500 08P 000 H

WILMINGTON TRUST

Other Information

The market value and estimated income information contained in this statement reflect market quotations at the close of your statement period and may not reflect current values. This statement should not be used to prepare tax documents. Information for tax reporting purposes will be reflected in your annual Wilmington Trust Tax Information Letter. Please contact your relationship manager if you have any questions.

The Estimated Annual Income (EAI) has been provided for comparison purposes only. EAI may be based on historical information for equities and commingled vehicles such as funds and private placements.

You have 180 days from your receipt of this report to notify Wilmington Trust in writing of your objection to or disapproval of any item set forth in this report. If you do not deliver a written objection or disapproval to Wilmington Trust within the time period stated above, the matters contained in this report shall be deemed to be approved by you and you will be prevented from later asserting any objection or disapproval.

If you do make an objection or disapproval of any item set forth in this report your claim will be limited to the applicable state statute of limitations and will begin to run on the date that you received this report. A claim may be precluded earlier by adjudication, release, consent, limitation or otherwise. We suggest that you consult with your attorney concerning limitation periods that may affect your rights to bring a claim.

Continued on back...

IRS

BERNSTEIN HOLDINGS LLC
SIMON BERNSTEIN MBR
% TESCHER & SPALLINA
4855 TECHNOLOGY WAY STE 720
BOCA RATON FL 33431-3351950

Notice	CP504B
Notice date	December 16, 2013
Employer ID number	32-0234597

Payment

- Make your check or money order payable to the United States Treasury.
- Write your Employer ID number (32-0234597), the tax period (December 31, 2012), and the form number (1065) on your payment and any correspondence.

Amount due immediately **$1,758.03**

INTERNAL REVENUE SERVICE
KANSAS CITY, MO 64999-0202

320234597 IN BERN 06 2 201212 670 00000000000

J.P.Morgan

TREASURER'S CHECK

Check Number 02996946 1-2/210

DATE 12/19/13

PAY TO THE ORDER OF UNITED STATES TREASURY

***ONE THOUSAND SEVEN HUNDRED FIFTY EIGHT DOLLARS AND THREE CENTS

FOR ACCOUNT OF

$1,758.03

TAX I.D. 32-0234597

JP MORGAN CHASE BANK, N.A.
Payable At: JPMORGAN CHASE BANK, N.A.
NEW YORK NY

SECURITY FEATURES INCLUDED. SEE DETAILS ON BACK

Peter D. Santaguida
AUTHORIZED SIGNATURE

⑈02996946⑈ ⑆021000021⑆ 004334719⑈

IRS

Department of the Treasury
Internal Revenue Service
Ogden, UT 84201-0038

7161 7618 3636 5025 0302

020620.393196.27288.1039 2 AT 0.384 1150

BERNSTEIN HOLDINGS LLC
SIMON BERNSTEIN MBR
% TESCHER & SPALLINA
4855 TECHNOLOGY WAY STE 720
BOCA RATON FL 33431-3351950

020620

SB

Notice	CP504B
Tax Period	2012
Notice date	December 16, 2013
Employer ID number	32-0234597
To contact us	Phone 1-800-829-0115
Your Caller ID	997925
Page 1 of 3	

320234597221

Notice of intent to levy

Intent to seize your property or rights to property

Amount due immediateiy: $1,758.03

As we notified you before, our records show you have unpaid taxes for the tax period ending December 31, 2012 (Form 1065). If you don't call us immediately or pay the amount due by December 26, 2013, we will seize ("levy") your property or rights to property and apply it to the $1,758.03 you owe.

Billing Summary

Amount you owed	$1,755.00
Interest charges	3.03
Amount due immediately	**$1,758.03**

SB

Notice	CP504B
Tax Period	December 31, 2012
Notice date	December 16, 2013
Employer ID number	32-0234597

What you need to do immediately

Pay immediately

- Send us the amount due of $1,758.03, or we will seize ("levy") your property or rights to property on or after December 26, 2013.
- If you can't pay the amount due, pay as much as you can now and make payment arrangements that allow you to pay off the rest over time. Visit www.irs.gov and search for keyword: "tax payment options" for more information about:
  - Installment and payment agreements—download required forms or save time and money by applying online if you qualify
  - Automatic deductions from your bank account
  - Payroll deductions
  - Credit card payments

  Or, call us at 1-800-829-0115 to discuss your options.

If you think there's been a mistake

If you've already paid your balance in full or think we haven't credited a payment to your account, please call 1-800-829-0115, and have your payment information available to review with us. You can also contact us by mail. Fill out the Contact information section, detach, and send it to us with any correspondence or documentation including proof of payment.

If we don't hear from you

- If you don't pay the amount due, we may seize ("levy") any state tax refund to which you're entitled on or after December 26, 2013. We may also seize ("levy") to collect employment taxes if in the past you've requested a hearing with Appeals disputing the levy of certain employment taxes. This is your notice of intent to levy as required by Internal Revenue Code section 6331(d).

SB

Notice	CP504B
Tax Period	December 31, 2012
Notice date	December 16, 2013
Employer ID number	32-0234597
Page 3 of 3	

If we don't hear from you—**continued**

If we don't hear from you—**continued**

020620

- If you still have an outstanding balance after we make these seizures, we may send you a notice giving you a right to a hearing before the IRS Office of Appeals, if you have not already received such a notice. We may then seize ("levy") or take possession of your other property or your rights to property. Property includes:
  - Wages, real estate commissions, and other income
  - Bank accounts
  - Business assets
  - Personal assets (including your car and home)
  - Social Security benefits
- If you don't pay the amount due or call us to make payment arrangements, we can file a Notice of Federal Tax Lien on your property at any time, if we haven't already done so.
- If the lien is in place, you may find it difficult to sell or borrow against your property. The tax lien would also appear on your credit report—which may harm your credit rating—and your creditors would also be publicly notified that the IRS has priority to seize your property.
- If you don't pay your tax debt, we have the right to seize ("levy") your property.

Interest charges

We are required by law to charge interest on unpaid tax from the date the tax return was due to the date the tax is paid in full. The interest is charged as long as there is an unpaid amount due, including penalties, if applicable. (Internal Revenue Code section 6601)

Description	Amount
Total interest	**$3.03**

The table below shows the rates used to calculate the interest on your unpaid amount due. For a detailed calculation of your interest, call 1-800-829-0115.

Period	Interest rate
October 1, 2012 through December 31, 2012	3%
January 1, 2013 through March 31, 2013	3%
April 1, 2013 through June 30, 2013	3%
July 1, 2013 through September 30, 2013	3%

Additional information

- Visit www.irs.gov/cp504b
- For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).
- Review the enclosed IRS Collection Process (Publication 594).
- Generally, we deal directly with taxpayers or their authorized representatives. Sometimes, however, it's necessary for us to speak with other people, such as employees, employers, banks, or neighbors to gather the information we need about a taxpayer's account. You have the right to request a list of individuals we've contacted in connection with your account at any time.
- Keep this notice for your records.

If you need assistance, please don't hesitate to contact us.

JPMorgan Chase Bank, N.A.
Michigan/Florida Markets
P O Box 659754
San Antonio, TX 78265-9754

Primary Account: 000000478018083
For the Period 11/30/13 to 12/31/13

00000474 DPB 021 161 00114 NNNNNNNNNNN T 1 000000000 60 0000
SIMON L BERNSTEIN TRUST AGREEMENT,
ROBERT L SPALLINA AND DONALD R
TESCHER TRUSTEES
4855 TECHNOLOGY WAY
SUITE 720
BOCA RATON FL 33431-3351

J.P. Morgan Team

John C Hawkins	(800) 576-0938
Brian Lutter	
For assistance after business hours, 7 days a week.	(800) 576-6209
Deaf and Hard of Hearing	(800) 242-7383
Online access: **www.jpmorganonline.com**	

JPMorgan Classic Business Checking

Checking Account Summary	Instances	Amount
Beginning Balance		**50,177.17**
Deposits & Credits	1	100,000.00
Ending Balance	**1**	**$150,177.17**

J.P.Morgan

000000478018083
SIMON L BERNSTEIN TRUST AGREEMENT,
ROBERT L SPALLINA AND DONALD R
TESCHER TRUSTEES

Primary Account: 000000478018083
For the Period 11/30/13 to 12/31/13

Deposits & Credits

Date	Description		Amount
12/20	Internal Transfer of Funds	As Requested	100,000.00
Total Deposits & Credits			**$100,000.00**

Daily Ending Balance

Date	Amount
12/20	150,177.17

Primary Account: 000000478018083
For the Period 11/30/13 to 12/31/13

Important Information About Your Statement

In Case of Errors or Questions About Your Electronic Funds Transfers

Call or write to the Bank (Consumers should use the phone number and address on front of statement and non-consumers their J.P. Morgan Team contact information.) if you think your statement or receipt is incorrect, or if you need more information about an electronic transaction on a statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will credit your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation.

In Case of Errors or Questions About Non-Electronic Transfers (Checks or Deposits):

Contact the Bank immediately if your statement is incorrect or if you need more information about any non-electronic transactions (checks or deposits) on this statement. If any such error appears, you must notify the bank in writing as soon as possible after the statement was made available to you. For more complete details, see the applicable account agreements and appendices that govern your account.

Deposit products and services are offered by JPMorgan Chase Bank, N.A. Member FDIC

Mutual Funds/Securities

JPMorgan Funds are distributed by JPMorgan Distribution Services, Inc., which is an affiliate of JPMorgan Chase & Co. Affiliates of JPMorgan Chase & Co. receive fees for providing various services to the funds.

Bank products and services are offered by JPMorgan Chase Bank, N.A. and its affiliates. Securities are offered by J.P. Morgan Securities LLC, member NYSE, FINRA and SIPC.

Investment Products: Not FDIC insured • No bank guarantee • May lose value

0015215041001004740 2

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Wells Fargo - Bank Account 1945

Checking

WELLS FARGO

Together we'll go far

Wells Fargo® Preferred Rate Savings

Account number: **1010107811945** ■ August 9, 2012 - September 11, 2012 ■ Page 1 of 3

WELLS FARGO

DCRL11DTH9 000816

SIMON BERNSTEIN
950 PENINSULA CORPORATE CIR STE 3010
BOCA RATON FL 33487-1387

Questions?

Available by phone 24 hours a day, 7 days a week:
1-800-742-4932

TTY: 1-800-877-4833
En español: 1-877-727-2932
華語 1-800-288-2288 *(6 am to 7 pm PT, M-F)*

Online: wellsfargo.com

Write: Wells Fargo Bank, N.A. (287)
P.O. Box 6995
Portland, OR 97228-6995

You and Wells Fargo

Online Banking with Wells Fargo

Are you aware of all the Online Banking services we offer? We continue to add to and improve our online features to meet your needs with services such as Mobile Banking, Account Alerts, and My Spending Report and Budget Watch. Visit wellsfargo.com for more information on any of these services.

Activity summary

Beginning balance on 8/9	$3,038.38
Deposits/Additions	0.12
Withdrawals/Subtractions	- 1,439.01
Ending balance on 9/11	**$1,599.49**

Account number: **1010107811945**
SIMON BERNSTEIN
Florida account terms and conditions apply
For Direct Deposit and Automatic Payments use Routing Number (RTN): 063107513

Interest summary

Interest paid this statement	$0.12
Average collected balance	$2,702.14
Annual percentage yield earned	0.05%
Interest earned this statement period	$0.12
Interest paid this year	$1.53

OCT
INT PMT Loan
Service Fee
Plus Interest

1382.81
10.00
.01
206.63

Nov 1 - 1425.00 (Automatic Draft For Loan Equity)
No Funds

Renee T/C on 12/19/13

DCRL11DTH9 000816 NNNNNNNNN NNN NNN 001 002 287 003307 10362804.1.1

WELLS FARGO

Transaction history

Date	*Description*	*Deposits/ Additions*	*Withdrawals/ Subtractions*	*Ending daily balance*
9/4	WF Loan/Line Auto Pay 120831 505038475190001 Bernstein Shirl		1,429.01	1,609.37
9/11	Interest Payment	0.12		
9/11	Monthly Service Fee		10.00	1,599.49
Ending balance on 9/11				**1,599.49**
Totals		**$0.12**	**$1,439.01**	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

IMPORTANT ACCOUNT INFORMATION

Effective November 7, 2012, debit or ATM card cash withdrawals made in person at non-Wells Fargo locations or in person using the cash advance feature at Wells Fargo banking locations will be subject to your daily ATM withdrawal limit.

In addition, in the Terms & Conditions for Wells Fargo Consumer Debit Cards, the section titled "Authorization Holds for Card transactions" and Consumer Account Agreement section titled "Authorization holds for *card* transactions" are changing to clarify that the Bank is permitted to place authorization holds for up to 30 days on certain debit card transactions.

Remember, an "authorization hold" is a "pending" transaction that will reduce the current available balance that you can withdraw or use to pay transactions from your account. If you do not have sufficient available funds in your account, transactions may be paid with an overdraft protection advance, paid into overdraft or returned unpaid as applicable.

The Bank is permitted to place an authorization hold on your account for purchases for up to three (3) business days on most transactions (or for up to thirty (30) business days for certain types of debit or ATM card transactions, including but not limited to, car rental transactions, cash transactions, and international transactions), from the time of the authorization or until the transaction is paid from your primary-linked checking account. Please note that if the transaction is not submitted for payment by the merchant within the three (3) business days (or thirty (30) business days, as applicable), the Bank will release the authorization hold, which will increase the available balance in your primary-linked checking account until the transaction is submitted for payment by the merchant and finally posted to your primary-linked checking account.

The merchant may submit the transaction for payment after the Bank has released the authorization hold. If this happens, the Bank must honor the prior authorization and will pay the transaction from your primary-linked checking account.

WELLS FARGO

Worksheet to balance your account

Follow the steps below to reconcile your statement balance with your account register balance. Be sure that your register shows any interest paid into your account and any service charges, automatic payments or ATM transactions withdrawn from your account during this statement period.

A **Enter the ending balance** on this statement. $ _____

B **List outstanding deposits and other credits** to your account that do not appear on this statement. **Enter the total** in the column to the right.

Description	Amount
Total	$

+ $ _____

C **Add** A **and** B to calculate the subtotal. = $ _____

D **List outstanding checks, withdrawals, and other debits** to your account that do not appear on this statement. **Enter the total** in the column to the right.

Number/Description	Amount
Total	$

- $ _____

E **Subtract** D **from** C to calculate the adjusted ending balance. This amount should be the same as the current balance shown in your register. = $ _____

General statement policies for Wells Fargo Bank

■ **To dispute or report inaccuracies in information we have furnished to a Consumer Reporting Agency about your accounts.** You have the right to dispute the accuracy of information that Wells Fargo Bank, N.A. has furnished to a consumer reporting agency by writing to us at Wells Fargo Servicing, P.O. Box 14415, Des Moines, IA 50306-3415. Please describe the specific information that is inaccurate or in dispute and the basis for the dispute along with supporting documentation. If you believe the information furnished is the result of identity theft, please provide us with an identity theft report.

■ **In case of errors or questions about your electronic transfers,** telephone us at the number printed on the front of this statement or write us at Wells Fargo Bank, P.O. Box 6995, Portland, OR 97228-6995 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

■ **In case of errors or questions about your Direct Deposit Advance® service**

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us at Wells Fargo Bank, P. O. Box 6995, Portland, OR 97228-6995 as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

1. Your name and account number
2. The dollar amount of the suspected error
3. Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

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Member FDIC. EQUAL HOUSING LENDER

DCRL11DTH9 000816 NNNNNNNNNN NNN NNN 002 002 287 003309 10362804.1.1

Consumer Account Application

Bank Name:		Store Name:	
WELLS FARGO BANK, N.A.		ARVIDA	
Banker Name:		**Officer/Portfolio Number:**	**Date:**
KARLA SALAZAR		E3139	10/11/2012
Banker Phone:	**Store Number:**	**Banker AU:**	**Banker MAC:**
561/994-4977	10747	0066491	Z6006-010

To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify, and record information that identifies each person (individuals and businesses) who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

New Account Information

Product Name:	Minor:	COID:	Product:	Account Number:
Wells Fargo Preferred Checking		287	DDA	9298956682

New Account Kit:
Printed

Related Customers

Customer Name:	Account Relationship:
ESTATE OF SIMON L BERNSTEIN	Estate
ROBERT L SPALLINA	Personal Representative (Sole)

Checking/Savings Statement Mailing Information

Customer(s) Listed on Statement:	Statement Mailing Address:	
ESTATE OF SIMON L BERNSTEIN	7387 WISTERIA AVE	
ROBERT L SPALLINA PREP	Address Line 2:	
	City: PARKLAND	State: FL
	ZIP/Postal Code: 33076-3917	Country: US

DSG8921 (5-12 SVP)

TS004828

Customer 1 Information

Customer Name: ESTATE OF SIMON L BERNSTEIN	Street Address: 7387 WISTERIA AVE
Account Relationship: Estate	Address Line 2:
Taxpayer Identification Number (TIN): 30-6329442 / TIN Type: EIN / Date of Birth:	Address Line 3:
Primary ID Type: / Primary ID Description:	City: PARKLAND / State: FL
Primary ID St/Ctry/Prov: / Primary ID Issue Date: / Primary ID Expiration Date:	ZIP/Postal Code: 33076-3917 / Country: US / Time at this address: Year(s) Month(s)
Secondary ID Type: / Secondary ID Description:	Directional Address: *(Document when no physical residence, business or alternate street address.)*
Secondary ID State/Country: / Secondary ID Issue Date: / Secondary ID Expiration Date:	
Home Phone: / Business Phone:	Previous Street Address:
Current Employer:	City: / State:
Check Reporting:	ZIP/Postal Code: / Country: / Time at this address: Year(s) Month(s)
Country of Citizenship:	

Customer 2 Information

Customer Name: ROBERT L SPALLINA			Street Address: 7387 WISTERIA AVE		
Account Relationship: Personal Representative (Sole)			Address Line 2:		
Taxpayer Identification Number (TIN): 266-99-7171	TIN Type: SSN	Date of Birth: 06/09/1965	Address Line 3:		
Primary ID Type: DLIC	Primary ID Description: S145-772-65-209-0		City: PARKLAND		State: FL
Primary ID St/Ctry/Prov: FL	Primary ID Issue Date: 06/07/2007	Primary ID Expiration Date: 06/09/2013	ZIP/Postal Code: 33076-3917	Country: US	Time at this address: Year(s) Month(s)
Secondary ID Type: OTHR CC	Secondary ID Description: AMEX		Directional Address: *(Document when no physical residence, business or alternate street address.)*		
Secondary ID State/Country:	Secondary ID Issue Date:	Secondary ID Expiration Date: 01/30/2013			
Home Phone: 954/341-3520	Business Phone: 561/997-7008		Previous Street Address:		
Current Employer: TESCHER GUTTER AT ALL			City:		State:
Check Reporting: NO RECORD			ZIP/Postal Code:	Country:	Time at this address: Year(s) Month(s)
Country of Citizenship: US					

Request for Taxpayer Identification Number and Certification

(Substitute Form W-9)

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. UNLESS I HAVE CHECKED ONE OF THE BOXES BELOW, I am not subject to backup withholding either because I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the IRS has notified me that I am no longer subject to backup withholding (does not apply to real estate transactions, mortgage interest paid, the acquisitionor abandonment of secured property, contributions to an Individual Retirement Arrangement (IRA), and payment other than interest and dividends).
3. I am a U.S. citizen or other U.S. person.

☐ I am subject to backup withholding ☐ I am exempt from backup withholding

Tax Responsible Customer Name: ESTATE OF SIMON L BERNSTEIN

Taxpayer Identification Number (TIN): 30-6329442

TIN Certification Signature

[redacted]

☐ Submit manually
☐ Signature not required

Date: 10/11/2012

Customer Signatures

Everything I have stated in this application is correct. You are authorized to make any inquiries that you consider appropriate to determine if you should open or maintain the account. This may include ordering a credit report or other report (i.e. information from any motor vehicle department or other state agency) on me. **I have received a copy of the applicable account agreement, the privacy policy, and the *Direct Deposit Advance Service Agreement and Product Guide** (as each may be amended from time to time) and agree to be bound by their terms.** I also agree to the terms of the dispute resolution program described in the foregoing agreements. **Under the dispute resolution program, our disputes will be decided before one or more neutral persons in an arbitration proceeding and not by a jury trial or a trial before a judge.**

*The Direct Deposit Advance service is not currently available in all states.

Customer 1 Name
ESTATE OF SIMON L BERNSTEIN

Customer 1 Signature
[redacted]

☐ Submit manually
☒ Signature not required

Date:
10/11/2012

Customer 2 Name
ROBERT L SPALLINA

Customer 2 Signature
[redacted]

☐ Submit manually
☐ Signature not required

Date:
10/11/2012

Debit Card Overdraft Service Confirmation

Date: 10/11/2012

ROBERT L SPALLINA
7387 WISTERIA AVE
PARKLAND FL 330763917

Subject: Debit Card Overdraft Service for your account ending in 56682

Dear ROBERT L SPALLINA

This confirms your request to decline Debit Card Overdraft Service on the above-referenced checking account. Your account will be updated within three business days. Here is some important information that may be helpful.

What do I need to know?

Your ATM and everyday debit card transactions will be declined if you do not have enough money in your account or any linked overdraft protection account (such as an eligible savings account or credit account) at the time of the transaction. You will need to have cash, credit card, or another payment source to complete your purchase.

What if I change my mind and want to add this service?
If you decide you want to add Debit Card Overdraft Service, call our automated service at 1-877-804-4883, sign onto Online Banking and click the Account Services tab, visit a Wells Fargo ATM, or speak to a banker at any Wells Fargo banking location.

What if I have questions?
Please speak with your banker or contact us at Wells Fargo Phone Bank[SM], 1-800-TO-WELLS (1-800-869-3557). Phone Bankers are available to assist you 24 hours a day, 7 days a week.

We appreciate your business and look forward to continuing to serve your banking needs. Thank you for choosing Wells Fargo.

CNS6712 (4-12 SVP)

Legacy Bank of FL 2587

LEGACY BANK
of Florida

2300 Glades Road Ste. 140 West
Boca Raton, FL 33431

CASHIER'S CHECK

No. 009107

AMOUNT

Jan 23, 2013

PAY TO THE ORDER OF ESTATE OF SIMON BERNSTEIN $369.25

Three Hundred Sixty Nine and 25/100********

REMITTER: SIMON BERNSTEIN

MEMO: CLOSE ACCT

FCardmale

⑈009107⑈ ⑆067015999⑆ 0010000016⑈

LEGACY BANK
of Florida

THE PURCHASE OF AN INDEMNITY BOND WILL BE REQUIRED BEFORE THIS CHECK WILL BE REPLACED OR REFUNDED IN THE EVENT IT IS LOST, DESTROYED OR STOLEN.

009107

Jan 23, 2013

ESTATE OF SIMON BERNSTEIN $369.25

Three Hundred Sixty Nine and 25/100********

REMITTER: SIMON BERNSTEIN

MEMO: CLOSE ACCT 15002587

Please deposit into Estate of Simon Bernstein Acct#500-001717-6

Thank you!

closed Legacy acct

LAW OFFICES
TESCHER & SPALLINA, P.A.

BOCA VILLAGE CORPORATE CENTER I
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FLORIDA 33431

ATTORNEYS
DONALD R. TESCHER
ROBERT L. SPALLINA
LAUREN A. GALVANI

TEL: 561-997-7008
FAX: 561-997-7308
TOLL FREE: 888-997-7008
WWW.TESCHERSPALLINA.COM

SUPPORT STAFF
DIANE DUSTIN
KIMBERLY MORAN
SUANN TESCHER

January 17, 2013

Attn: Margo Hall
Legacy Bank of Florida
2300 Glades Road Suite 140W
Boca Raton, FL 33431

Re: Simon Bernstein
Account # 15002587

Dear Ms. Hall:

As per your discussion with my assistant, enclosed is a certified copy of the Letters of Administration showing that I am the named personal representative of the Estate of Simon Bernstein, together with an original death certificate for Simon Bernstein. Please close out the above-referenced account and forward a check made payable to the Estate of Simon Bernstein to my office.

It is my understanding that you only require copies of the Letters of Administration and the death certificate, so I am enclosing a return Federal Express envelope for your use in forwarding us the check, together with our original documents.

If you have any questions, please do not hesitate to contact me.

Sincerely yours,

ROBERT L. SPALLINA

RLS/km

Enclosures

FedEx Shipment Receipt

Outbound Shipment

Address Information

Ship to:	**Ship from:**
Margo Hall	Kimberly Moran
TESCHER & SPALLINA	TESCHER & SPALLINA
Legacy Bank of Florida	
2300 Glades Road Suite 140W	4855 Technology Way
	Suite 720
BOCA RATON, FL	BOCA RATON, FL
33431	33431
US	US
561-347-1970	5619977008

Shipment Information:
Tracking no.: 794543758975
Date Created: 01/17/2013
Estimated shipping charges: 11.62

Package Information
Service type: Standard Overnight
Package type: FedEx Envelope
Number of packages: 1
Total weight: 1.00 LBS
Declared Value: 0.00 USD
Special Services:
Pickup/Drop-off: Use an already scheduled pickup at my location

Billing Information:
Bill transportation to: Tescher & Spallina-343

Return Shipment

Address Information

Ship to:
Kimberly Moran
TESCHER & SPALLINA
4855 Technology Way
Suite 720
BOCA RATON, FL
33431
US
5619977008

Shipment Information:
Tracking no.: 794543759320

Estimated shipping charges: 12.12

Package Information
Return label type: Print
Service type: Standard Overnight
Package type: FedEx Envelope
Number of packages: 1
RMA no.:
Total weight: 1 LBS
Declared Value: 0.00 USD

Special Services:
Pickup/Drop-off: Use an already scheduled pickup at my location

Billing Information:
Bill transportation to: Tescher & Spallina-343

Your reference: Bernstein 11187.006
P.O. no.:
Invoice no.:
Department no.:

Your reference: Bernstein 11187.006
P.O. no.:
Invoice no.:
Department no.:

Thank you for shipping online with FedEx ShipManager at fedex.com.

Please Note

FedEx will not be responsible for any claim in excess of $100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of $100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is $500, e.g., jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits; Consult the applicable FedEx Service Guide for details.
The estimated shipping charge may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable FedEx Service Guide or the FedEx Rate Sheets for details on how shipping charges are calculated.

TS004837

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF

SIMON L. BERNSTEIN,

Deceased.

PROBATE DIVISION

File No. 502012CP004391 XXXXSB

IZ

2012 OCT -2 AM 9:31
SHARON R. BOCK CLERK
PALM BEACH COUNTY, FL
SOUTH CTY BRANCH-FILED

LETTERS OF ADMINISTRATION

TO ALL WHOM IT MAY CONCERN

WHEREAS, Simon L. Bernstein, a resident of Palm Beach County, died on September 13, 2012, owning assets in the State of Florida, and

WHEREAS, Robert L. Spallina and Donald R. Tescher have been appointed as co-Personal Representatives of the Estate of the decedent and has performed all acts prerequisite to issuance of Letters of Administration in the estate,

NOW, THEREFORE, I, the undersigned Circuit Judge, declare Robert L. Spallina and Donald R. Tescher as duly qualified under the laws of the State of Florida to act as co-Personal Representatives of the Estate of Simon L. Bernstein, deceased, with full power to administer the estate according to law; to ask, demand, sue for, recover and receive the property of the decedent; to pay the debts of the decedent as far as the assets of the estate will permit and the law directs; and to make distribution of the estate according to law.

DONE and ORDERED in Chambers at Delray, Palm Beach County, Florida, on this 2 day of Oct, 2012.

Estate must be closed 12 months from the date of order

Circuit Judge

STATE OF FLORIDA • PALM BEACH COUNTY
I hereby certify that the foregoing is a true copy as recorded in my office and the same is in full force and effect.
THIS 2 DAY OF Oct, 2012
SHARON R. BOCK
CLERK & COMPTROLLER
By DEPUTY CLERK

Bar Form No. P-3.0420
© Florida Lawyers Support Services, Inc.
Text Revised October 1, 1998

TS004838

STATE OF FLORIDA

THIS DOCUMENT HAS A LIGHT BACKGROUND ON TRUE WATERMARKED PAPER. HOLD TO LIGHT TO VERIFY FLORIDA WATERMARK.

OFFICE of VITAL STATISTICS

CERTIFICATION OF DEATH

STATE FILE NUMBER: 2012256765

DATE ISSUED: December 20, 2012

STATE FILE DATE: September 17, 2012

DECEDENT INFORMATION

NAME: **SIMON LEON BERNSTEIN**

DATE OF DEATH: **September 13, 2012** SEX: **MALE** SSN: **371-32-5211** AGE: **076 YEARS**

DATE OF BIRTH: **December 2, 1935** BIRTHPLACE: **FLINT, MICHIGAN**

PLACE OF DEATH: **INPATIENT**

FACILITY NAME OR STREET ADDRESS: **DELRAY MEDICAL CENTER**

LOCATION OF DEATH: **DELRAY BEACH, PALM BEACH COUNTY**

SURVIVING SPOUSE, DECEDENT'S RESIDENCE AND HISTORY INFORMATION

MARITAL STATUS: **WIDOWED**

SPOUSE: **NONE**

RESIDENCE: **7020 LIONS HEAD LANE, BOCA RATON, FLORIDA 33496** COUNTY: **PALM BEACH**

OCCUPATION, INDUSTRY: **SALES, LIFE INSURANCE**

RACE: _X_White ___Black or African American ___Asian Indian ___Chinese ___Filipino ___Native Hawaiian ___Japanese ___Korean
___American Indian or Alaskan Native--Tribe: ___Vietnamese ___Other Asian:
___Guamian or Chamorro ___Samoan ___Other Pacific Isl: ___Other: ___Unknown

HISPANIC OR HAITIAN ORIGIN? **NO, NOT OF HISPANIC/HAITIAN ORIGIN**

EDUCATION: **HIGH SCHOOL GRADUATE OR GED** EVER IN U.S. ARMED FORCES? **NO**

PARENTS AND INFORMANT INFORMATION

FATHER: **THEODORE BERNSTEIN**

MOTHER: **NORA UNKNOWN**

INFORMANT: **TED STUART BERNSTEIN**

RELATIONSHIP TO DECEDENT: **SON**

INFORMANT'S ADDRESS: **880 Berkley Street, BOCA RATON, FLORIDA 33487**

PLACE OF DISPOSITION AND FUNERAL FACILITY INFORMATION

PLACE OF DISPOSITION: **THE GARDENS MEMORIAL PARK**
BOCA RATON, FLORIDA

METHOD OF DISPOSITION: **ENTOMBMENT**

FUNERAL DIRECTOR/LICENSE NUMBER: **GARRETT JACOBS, F019844**

FUNERAL FACILITY: **BOCA RATON FUNERAL HOME F040152**
19785 HAMPTON DRIVE, BOCA RATON, FLORIDA 33434

CERTIFIER INFORMATION

TYPE OF CERTIFIER: **MEDICAL EXAMINER** MEDICAL EXAMINER CASE NUMBER: **121500913**

TIME OF DEATH (24 hr) **0227**

CERTIFIER'S NAME: **MICHAEL D BELL**

CERTIFIER'S LICENSE NUMBER: **ME54359**

NAME OF ATTENDING PHYSICIAN (If other than Certifier): **NOT APPLICABLE**

CAUSE OF DEATH AND INJURY INFORMATION

PROBABLE MANNER OF DEATH: **NATURAL**

CAUSE OF DEATH - PART I - and Approximate Interval: Onset to Death:

a **MYOCARDIAL INFARCT**

b **SEVERE CORONARY ATHEROSCLEROSIS**

c

d

PART II - Other significant conditions contributing to death but not resulting in the underlying cause given in PART I:
BRONCHOPNEUMONIA, CIRRHOSIS

AUTOPSY PERFORMED? **YES** AUTOPSY FINDINGS AVAILABLE TO COMPLETE CAUSE OF DEATH? **YES**

DATE OF SURGERY: DID TOBACCO USE CONTRIBUTE TO DEATH? **NO**

REASON FOR SURGERY:

IF FEMALE, WAS SHE PREGNANT WITHIN THE PAST YEAR? **NOT APPLICABLE**

DATE OF INJURY: **NOT APPLICABLE** TIME OF INJURY (24 hr): INJURY AT WORK?

LOCATION OF INJURY:

DESCRIBE HOW INJURY OCCURRED:

PLACE OF INJURY:

IF TRANSPORTATION INJURY, Status of Decedent: Type of Vehicle:

C. Meade Baggs ,State Registrar

REQ: **2013376149**

THE ABOVE SIGNATURE CERTIFIES THAT THIS IS A TRUE AND CORRECT COPY OF THE OFFICIAL RECORD ON FILE IN THIS OFFICE.

WARNING: THIS DOCUMENT IS PRINTED OR PHOTOCOPIED ON SECURITY PAPER WITH WATERMARKS OF THE GREAT SEAL OF THE STATE OF FLORIDA. DO NOT ACCEPT WITHOUT VERIFYING THE PRESENCE OF THE WATERMARKS. THE DOCUMENT FACE CONTAINS A MULTICOLORED BACKGROUND, GOLD EMBOSSED SEAL, AND THERMOCHROMIC FL. THE BACK CONTAINS SPECIAL LINES WITH TEXT. THIS DOCUMENT WILL NOT PRODUCE A COLOR COPY.

DH FORM 1947 (11/11)

CERTIFICATION OF VITAL RECORD

FLORIDA DEPARTMENT OF HEALTH

TS004839

VOID IF ALTERED OR ERASED

VOID IF ALTERED OR ERASED

LEGACY BANK OF FLORIDA
2300 GLADES RD SUITE 140W
BOCA RATON FL 33431

PAGE: 1
ACCOUNT: 15002587 09/14/2012
DOCUMENTS: 0

TELEPHONE:561-347-1970

000015

SIMON BERNSTEIN
SHIRLEY BERNSTEIN
950 PENINSULA CORP. CRL #3010
BOCA RATON FL 33487

15
0
0

ESSENTIAL CHECKING ACCOUNT 15002587

		LAST STATEMENT 08/15/12	384.25
MINIMUM BALANCE	384.25	CREDITS	.00
AVERAGE BALANCE	384.25	DEBITS	.00
		THIS STATEMENT 09/14/12	384.25

- - - ITEMIZATION OF OVERDRAFT AND RETURNED ITEM FEES - - -

	TOTAL FOR THIS PERIOD	TOTAL YEAR TO DATE
TOTAL OVERDRAFT FEES:	$.00	$.00
TOTAL RETURNED ITEM FEES:	$.00	$.00

LEGACY BANK OF FLORIDA
2300 GLADES RD SUITE 140W
BOCA RATON FL 33431

PAGE: 1
ACCOUNT: 15002587 08/15/2012
DOCUMENTS: 0

TELEPHONE:561-347-1970

000015

SIMON BERNSTEIN
SHIRLEY BERNSTEIN 15
950 PENINSULA CORP. CRL #3010 0
BOCA RATON FL 33487 0

ESSENTIAL CHECKING ACCOUNT 15002587

		LAST STATEMENT 07/13/12	384.25
MINIMUM BALANCE	384.25	CREDITS	.00
AVERAGE BALANCE	384.25	DEBITS	.00
		THIS STATEMENT 08/15/12	384.25

- - - ITEMIZATION OF OVERDRAFT AND RETURNED ITEM FEES - - -

	TOTAL FOR THIS PERIOD	TOTAL YEAR TO DATE
TOTAL OVERDRAFT FEES:	$.00	$.00
TOTAL RETURNED ITEM FEES:	$.00	$.00

Legacy Bank of FL - 0898
Shirley Bernstein Family Foundation

LEGACY BANK OF FLORIDA
2300 GLADES RD SUITE 140W
BOCA RATON FL 33431

ACCOUNT: 13000898
DOCUMENTS: 0

PAGE: 1
08/31/2012

TELEPHONE:561-347-1970

000178

SHIRLEY BERNSTEIN FAMILY
FOUNDATION, INC.
950 PENINSULA CORP. CRL #3010
BOCA RATON FL 33487

30
0
0

COMMERCIAL MONEY MARKET ACCOUNT 13000898

MINIMUM BALANCE	1,044.73	LAST STATEMENT 07/31/12	1,044.73
AVERAGE BALANCE	1,044.73	1 CREDITS	.04
		1 DEBITS	15.00
		THIS STATEMENT 08/31/12	1,029.77

OTHER CREDITS

DESCRIPTION	DATE	AMOUNT
INTEREST	08/31	.04

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
SERVICE CHARGE	08/31	15.00

INTEREST

AVERAGE LEDGER BALANCE:	1,044.73	INTEREST EARNED:	.04
AVERAGE AVAILABLE BALANCE:	1,044.73	DAYS IN PERIOD:	31
INTEREST PAID THIS PERIOD:	.04	ANNUAL PERCENTAGE YIELD EARNED:	.04%
INTEREST PAID 2012:	1.59		

ITEMIZATION OF SERVICE CHARGE PAID THIS PERIOD

TOTAL CHARGE FOR MAINTENANCE FEE: 15.00

ITEMIZATION OF OVERDRAFT AND RETURNED ITEM FEES

	TOTAL FOR THIS PERIOD	TOTAL YEAR TO DATE
TOTAL OVERDRAFT FEES:	$.00	$.00
TOTAL RETURNED ITEM FEES:	$.00	$.00

* * * C O N T I N U E D * * *

LEGACY BANK OF FLORIDA
2300 GLADES RD SUITE 140W
BOCA RATON FL 33431

PAGE: 2
ACCOUNT: 13000898 08/31/2012
DOCUMENTS: 0

TELEPHONE:561-347-1970

SHIRLEY BERNSTEIN FAMILY

COMMERCIAL MONEY MARKET ACCOUNT 13000898

DAILY BALANCE

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
08/31	1,029.77				

Monarch Life Insurance Company, in Rehabilitation

October 10, 2012

Estate of Simon L. Bernstein
7020 Lions Head Lane
Boca Raton, FL 33496

Re: Policy #0100404
Claim #C59322
Simon L. Bernstein, Deceased

To Whom It May Concern:

We were sorry to learn of Mr. Bernstein's death and extend our sincere sympathy to you and family members.

In reviewing the claim file, I note that we commenced disability on February 3, 1987, and after satisfying the 60-day waiting period, have provided benefits from April 4, 1987 to October 4, 2012.

The policy provides a Death Benefit equal to 3 months of benefits beyond the date of death. Accordingly, the enclosed check in the amount of $4,000.00 represents benefits from October 4 to December 4, 2012.

I trust that our handling of this claim meets with your satisfaction. Should you have any questions regarding this matter, please do not hesitate to contact us.

Sincerely,

Jeffrey F. McManus, ALHC
Director, Claims.

EXPLANATION OF BENEFITS (Continued)

Monarch Life Insurance Company, in Rehabilitation
330 Whitney Avenue, Suite 500
Holyoke, MA 01040-2857

NAME OF INSURED	NAME OF DEPENDENT	CLAIM NUMBER	POLICY NUMBER
BERNSTEIN SIMON L MR		C59322	0100404

BENEFIT CALCULATION BY COVERAGE

Coverage Description:

Elimination Period:

PAYMENT PERIOD
- From:
- To:

Compensable Period:

Benefit Amount/ Mode:

BENEFIT FACTORS
- Benefit Increases:
- Coinsurance:
- Cost of Living:

Residual:

Benefit Rate:

Eligible Expenses:

Benefit Deductibles or Other Coverages:

BENEFIT:

GROSS BENEFITS:

BENEFIT CALCULATION SUMMARY

GROSS BENEFITS:	$641,400.00
Less FICA Deductions:	
Less Policy Deductibles or Other Coverages	
Less Overpayments:	
(+-)Adjustments:	
Less Previous Payments:	$637,400.00
NET CHECK AMOUNT:	$4,000.00

CHECK ISSUED TO

CHECK DATE	CHECK NUMBER
10/10/2012	12407368

ESTATE OF SIMON L BERNSTEIN
7020 LIONS HEAD LANE
BOCA RATON FL 33496

ADDITIONAL INFORMATION

LIMIT REACHED
ELIMINATION PERIOD SUBTRACTED FROM BENEFIT PAYMENT PERIOD

CHECK TO JEFF

Please address all questions to:
MCMANUS JEFFREY
MONARCH LIFE INSURANCE COMPANY CALL TOLL FREE: 1-800-227-2028

Monarch Life Insurance Company, in Rehabilitation
330 Whitney Avenue, Suite 500
Holyoke, MA 01040–2857

EXPLANATION OF BENEFITS

NAME OF INSURED
BERNSTEIN SIMON L MR

ESTATE OF SIMON L BERNSTEIN
7020 LIONS HEAD LANE
BOCA RATON FL 33496

CHECK NUMBER: 12407368
CLAIM KIND: SICKNESS
NAME OF DEPENDENT:
PAYMENT TYPE: FINAL RG
CLAIM NUMBER: C59322
POLICY NUMBER: 0100404
DISABILITY DATE: 02/03/1987

BENEFIT CALCULATION BY COVERAGE

Coverage Description:		Sickness Indemnity	Supplementary Monthly Benefit	Social Security Contingency Benefit
Elimination Period:		060 D	060 D	365 D
Payment Period:	From:	02/03/1987	02/03/1987	02/03/1988
	To:	12/04/2012	02/03/1988	06/03/1990
Compensable Period:		308/M	010/M	028/M
Benefit Amount/Mode:		$2,000.00 M	$600.00 M	$600.00 M
Benefit Factors:	Benefit Increases:	0%	0%	0%
	Coinsurance:	0%	0%	0%
	Cost of Living:			
Residual:		.000%	.000%	.000%
Benefit Rate:		100.00%	100.00%	100.00%
Eligible Expenses:				
Benefit Deductibles or Other Coverages:				
BENEFIT:		$618,600.00	$6,000.00	$16,800.00

GROSS BENEFITS: $641,400.00

Bernstein 11187.006
JP Morgan - Bernstein Holdings, LLC Acct.
Bernstein Family Investments, LLLP Acct.

000334 0001 of 0009 NSP00MN6 Y1 NNNNNNNN 0000005924.15.0.15.00001.BERNSCV.20121204

BERNSTEIN HOLDINGS LLC
950 PENINSULA CORP CIR STE 3010
BOCA RATON FL 33487-1387

339407388021003340 1
340407300106400334 01

J.P.Morgan

TS004849

J.P.Morgan

For the Period 11/1/12 to 11/30/12

Account Summary

	Account Number	Beginning Net Market Value	Ending Net Market Value	Change In Value	Start on Page
Investment Account(s)					
BERNSTEIN HOLDINGS LLC	W32612009[1]	41,731.91	41,732.21	0.30	4
BERNSTEIN HOLDINGS LLC	24208900[2]	0.00	0.00	0.00	10
Total Value		**$41,731.91**	**$41,732.21**	**$0.30**	

This account summary is provided for informational purposes and includes assets at different entities.

(1) Assets held at JPMorgan Chase Bank, N.A., member Federal Deposit Insurance Corporation ("FDIC"), except for exchange-listed options, which are held at JPMorgan Clearing Corporation ("JPMCC"). The Asset Account Statement reflects brokerage transactions executed through J.P. Morgan Securities LLC ("JPMS"), see "Portfolio Activity Detail". Equity securities, fixed income securities, and listed options transactions are generally cleared through JPMCC, a wholly owned subsidiary of JPMS. Please see "Additional Information About Your Accounts" at the end of the Asset Account Statement.

(2) Assets held in Margin Account at JPMCC, member Financial Regulatory Authority ("FINRA") and Securities Insurance Protection Corporation ("SIPC"). The Margin Account Statement reflects brokerage transactions executed by JPMS, see "Portfolio Activity Detail". Such transactions are cleared and carried through JPMCC.

Please see disclosures located at the end of this statement package for important information relating to each J.P.Morgan account(s).

339407388802100334023404073001064003340 2

J.P.Morgan

For the Period 11/1/12 to 11/30/12

Consolidated Summary

INVESTMENT ACCOUNTS

Asset Allocation	Beginning Market Value	Ending Market Value	Change In Value	Estimated Annual Income	Current Allocation
Cash & Fixed Income	41,731.57	41,731.91	0.34	4.17	100%
Market Value	**$41,731.57**	**$41,731.91**	**$0.34**	**$4.17**	**100%**
Accruals	0.34	0.30	(0.04)		
Market Value with Accruals	**$41,731.91**	**$41,732.21**	**$0.30**		

Portfolio Activity	Current Period Value	Year-to-Date Value
Beginning Market Value	**41,731.57**	**39,727.52**
Net Contributions/Withdrawals		2,000.00
Income & Distributions	0.34	4.39
Ending Market Value	**$41,731.91**	**$41,731.91**
Accruals	0.30	0.30
Market Value with Accruals	**$41,732.21**	**$41,732.21**

This Consolidated Summary shows all of your investments at J.P. Morgan other than investments we hold in trust for you. These investments may be held in custody or investment management account at JPMorgan Chase Bank, N.A. (the "Bank") or in a brokerage or margin account at J.P. Morgan Clearing Corp. ("JPMCC"). Brokerage and margin accounts are non-discretionary and all investment decisions are made by the client. J.P. Morgan Securities LLC ("JPMS") does not provide advice on asset allocation or investment management services, nor do its personnel take discretion over any client accounts. Such advice and services are provided exclusively by the Bank.

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Consolidated Summary CONTINUED

INVESTMENT ACCOUNT(S) YEAR-TO-DATE

Portfolio Activity	Account Number	Beginning Market Value	Net Contributions/ Withdrawals	Income & Distributions	Change in Investment Value	Ending Market Value with Accruals
BERNSTEIN HOLDINGS LLC	W32612009	39,727.52	2,000.00	4.39		41,732.21

Tax Summary	Account Number	Taxable Income	Tax-Exempt Income	Other Income & Receipts	Realized Gain/Loss Short-term	Realized Gain/Loss Long-term	Unrealized Gain/Loss[1]
BERNSTEIN HOLDINGS LLC	W32612009	4.39					

[1]Unrealized Gain/Loss represents data from the time of account inception to the current statement period.

JPMorgan Chase Bank, N.A.
270 Park Avenue, New York, NY 10017-2014

BERNSTEIN HOLDINGS LLC ACCT. W32612009
For the Period 11/1/12 to 11/30/12

Asset Account

J.P. Morgan Team		
Todd Adelstein	Banker	561/995-5053
Christopher Prindle	Investment Specialist	561/838-4669
John Hawkins Jr	Client Service Team	800/576-0938
Matthew Marcin	Client Service Team	
Online access	**www.jpmorganonline.com**	

Table of Contents	Page
Account Summary	2
Holdings	
Cash & Fixed Income	4
Portfolio Activity	6

Please see disclosures located at the end of this statement package for important information relating to each J.P.Morgan account(s).

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Account Summary

Asset Allocation	Beginning Market Value	Ending Market Value	Change In Value	Estimated Annual Income	Current Allocation
Cash & Fixed Income	41,731.57	41,731.91	0.34	4.17	100%
Market Value	**$41,731.57**	**$41,731.91**	**$0.34**	**$4.17**	**100%**
Accruals	0.34	0.30	(0.04)		
Market Value with Accruals	**$41,731.91**	**$41,732.21**	**$0.30**		

Portfolio Activity	Current Period Value	Year-to-Date Value
Beginning Market Value	**41,731.57**	**39,727.52**
Contributions		2,000.00
Net Contributions/Withdrawals	**$0.00**	**$2,000.00**
Income & Distributions	0.34	4.39
Ending Market Value	**$41,731.91**	**$41,731.91**
Accruals	0.30	0.30
Market Value with Accruals	**$41,732.21**	**$41,732.21**

J.P. Morgan

BERNSTEIN HOLDINGS LLC ACCT. W32612009
For the Period 11/1/12 to 11/30/12

Account Summary CONTINUED

Tax Summary	Current Period Value	Year-to-Date Value
Interest Income	0.34	4.39
Taxable Income	**$0.34**	**$4.39**

Cost Summary	Cost
Cash & Fixed Income	41,731.91
Total	**$41,731.91**

J.P.Morgan

Account W32612009 Page 3 of 6 **Consolidated Statement Page 6**

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Cash & Fixed Income Summary

Asset Categories	Beginning Market Value	Ending Market Value	Change In Value	Current Allocation
Cash	41,731.57	41,731.91	0.34	100%

Market Value/Cost	Current Period Value
Market Value	41,731.91
Tax Cost	41,731.91
Estimated Annual Income	4.17
Accrued Interest	0.30
Yield	0.01%

SUMMARY BY MATURITY

Cash & Fixed Income	Market Value	% of Bond Portfolio
0-6 months[1]	41,731.91	100%

SUMMARY BY TYPE

Cash & Fixed Income	Market Value	% of Bond Portfolio
Cash	41,731.91	100%

[1] The years indicate the number of years until the bond is scheduled to mature based on the statement end date. Some bonds may be called, or paid in full, before their stated maturity.

Note: [1] This is the Annual Percentage Yield (APY) which is the rate earned if balances remain on deposit for a full year with compounding, there is no change in the interest rate and all interest is left in the account.

Cash & Fixed Income Detail

	Price	Quantity	Value	Adjusted Tax Cost / Original Cost	Unrealized Gain/Loss	Est. Annual Income / Accrued Interest	Yield
Cash							
US DOLLAR	1.00	41,731.91	41,731.91	41,731.91		4.17 0.30	0.01% [1]

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Portfolio Activity Summary

Transactions	Current Period Value	Year-To-Date Value*
Beginning Cash Balance	**41,731.57**	--
INFLOWS		
Income	0.34	4.39
Contributions		2,000.00
Total Inflows	**$0.34**	**$2,004.39**
Ending Cash Balance	**$41,731.91**	--

* Year to date information is calculated on a calendar year basis.
Your account's standing instructions use a HIGH COST method for relieving assets from your position

Portfolio Activity Detail

INFLOWS & OUTFLOWS

Settle Date	Type / Selection Method	Description	Quantity / Cost	Per Unit Amount	Amount
11/1	Interest Income	DEPOSIT SWEEP INTEREST FOR OCT. @ .01% RATE ON NET AVG COLLECTED BALANCE OF $40,312.21 AS OF 11/01/12			0.34

J.P. Morgan

J.P. Morgan Securities LLC
383 Madison Avenue, New York, NY 10179

BERNSTEIN HOLDINGS LLC ACCT. 24208900
For the Period 11/1/12 to 11/30/12

Margin Account

J.P. Morgan Team

Todd Adelstein	Banker	561/995-5053
Christopher Prindle	Investment Specialist	561/838-4669
John Hawkins Jr	Client Service Team	800/576-0938
Matthew Marcin	Client Service Team	
Online access	**www.jpmorganonline.com**	

Transactions cleared and carried through J.P. Morgan Clearing Corp. - Three Chase Metrotech Center, Brooklyn, NY 11245-0001, (347) 643-2578

No market value or activity to report during this period

Please see disclosures located at the end of this statement package for important information relating to each J.P.Morgan account(s).

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J.P.Morgan

For the Period 11/1/12 to 11/30/12

For your convenience we have combined statement(s) for activity you conduct through J.P. Morgan in one package. Below are important disclosures relating to these different accounts. These statements may relate to various account types. Some of the disclosures are applicable to all of your accounts. For ease of reference the disclosures applicable to a particular type of account have been grouped together by descriptive headers.

IMPORTANT GENERAL INFORMATION APPLICABLE TO ALL OF YOUR ACCOUNT(S)

Important Information about Pricing ,Valuations, Estimated Annual Income, and Estimated Yield

Market value information (including without limitation, prices, exchange rates, accrued income and bond ratings) furnished herein, some of which has been provided by pricing sources that J.P. Morgan believes to be reliable, is not guaranteed for accuracy but provided for informational purposes and is furnished for the exclusive use of the client.

The current price is the value of the financial asset share, unit or contract as priced at the close of the market on the last day of the statement period or the last available price. All values provided for structured yield deposits (for example, JPMorgan London Time Deposits) reflect the original deposit amount only. The value for Real Estate, Mineral Interests and Miscellaneous Assets may not reflect the most current value of the asset.

Important information regarding Auction Rate Securities (ARS). ARS are debt or preferred securities with an interest or dividend rate reset periodically in an auction. Although there may be daily, weekly and monthly resets, there is no guarantee that there will be liquidity. If there are not enough bids at an auction to redeem the securities available for sale, the result may be a failed auction. In the event of a failed auction, there is no assurance that a secondary market will develop or that the security will trade at par or any other price reflected on statements and online. Accordingly, investors should not rely on pricing information appearing in their statements or online with respect to ARS. When J.P. Morgan is unable to obtain a price from an internal or outside source for a particular ARS, the price column on your statement will indicate "unpriced".

Valuations of over-the-counter derivative transactions, including certain derivatives-related deposit products, have been prepared on a mid-market basis. These valuations are sourced from the various issuers of the securities or they are sourced from a third party valuation provider. J.P. Morgan expressly disclaims any responsibility for (1) the accuracy of the models or estimates used in deriving the valuations, (2) any errors or omissions in computing or disseminating the valuations, and (3) any uses to which the valuations are put. Valuations are provided for information purposes only and are intended solely for your own use. Please refer to the trade confirmation for details of each transaction.

Certain assets, including but not limited to, pooled and private investments, non-publicly traded and infrequently traded securities, derivatives, partnership interests and tangible assets are generally illiquid, the value of such asset may have been provided to us by third parties who may or may not be independent of the issuer or manager. Such information is reflected as of the last date provided to us, and is not independently verified.

In cases where we are unable to obtain a current market value from an internal or outside source for a particular security, the price column on your statement will indicate "unpriced". Although such securities may have value, please note that the value of a security indicated as "unpriced" will not be included in your overall current market value as reflected on the statement.

J.P. Morgan makes no representation, warranty or guarantee, express or implied, that any quoted value represents the actual terms at which securities could be bought or sold or new transactions could be entered into, or the actual terms on which existing transactions or securities could be liquidated. Such values may only be indicative.

When we are unable to obtain a current value from an internal or outside source for a particular security, the price column on your statement will indicate "unpriced".

If a partial call is made with respect to an issue of securities included in your Accounts we will allocate the call by a method we deem fair and equitable.

To the extent applicable, please note the following regarding estimated annual income (EAI) and estimated yield (EY): EAI and EY for certain types of securities could include a return of principal or capital gains in which case the EAI and EY would be overstated. EAI and EY are estimates and the actual income and yield might be lower or higher than the estimated amounts. EY reflects only the income generated by an investment. It does not reflect changes in its price, which may fluctuate.

Offshore Deposits - London and Nassau

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Deposits in Foreign Branches are not insured by the FDIC or any other Agency of the Federal Government; amounts in such foreign accounts do not have the benefit of any domestic preference applicable to U.S Banks; certain Foreign accounts are considered reportable to the Internal Revenue Service on a Report of Foreign Bank and Financial Accounts (TD F 90-22.1).

Bank products and services are offered through JPMorgan Chase Bank, N.A. ("JPMCB") and its banking affiliates. Securities are offered by J.P.Morgan Securities LLC ("JPMS") and, to the extent noted below, cleared through J.P. Morgan Clearing Corp. ("JPMCC").

Neither JPMS, nor JPMCC is a bank and are each separate legal entities from its bank or thrift affiliates.

Investment Products:	**Not FDIC Insured**	**-No Bank Guarantee**	**-May Lose Value**

Fund manager disclosure information available upon request

If you have an investment account that is managed by an SEC-Registered Investment Advisor, J.P. Morgan will provide a copy of the advisor's Form ADV II or brochure upon written request.

These statements are not official documents for income tax reporting purposes and should not be relied upon for such purposes, including determination of income, cost basis, amortization or accretion, or gain/loss. Such information, which may be inaccurate, incomplete or subject to updating, should be confirmed with your records and your tax advisor.

Please take the steps indicated below if you think statement(s) are incorrect or contact your J.P.Morgan team if you require additional information about a transaction on your statement(s).

IMPORTANT ADDITIONAL INFORMATION APPLICABLE ONLY TO YOUR ASSET ACCOUNT(S) (LINKED TO JPMS)

Your Asset Account consists of a bank account that custodies assets linked to a brokerage account through which securities transactions are executed. As a result, the Asset Account statement(s) reflect brokerage transactions executed through JPMS but (except for exchange listed options) held in custody at JPMCB. Securities purchased or sold through JPMS in U.S. markets (other then mutual funds) are cleared through an affiliate of JPMS, in non-U.S. markets securities are cleared through JPMS. Positions in exchange-listed options are held by JPMCC. For your convenience, however, positions in exchange-listed options are presented in Asset Account statement(s) together with other assets held in such account(s). All pertinent information about your settled and pending purchases and sales effected through your JPMS account during the period covered by these statement(s), is summarized in the "Trade Activity" portion of the statement(s).

In Case of Other Errors or Questions About Your Asset Account Statement(s)

Please review your statement(s) and promptly report any inaccuracy or discrepancy including possible unauthorized trading activity, unrecorded dividend payments, unaccounted cash positions, improper payments or transfers in writing to both the introducing broker, JPMS and the clearing firm, JPMCC at the addresses shown on your statement(s). Any oral communication should be re-confirmed in writing to further protect your rights, including your rights under the Securities Investor Protection Act (SIPA). If you have any questions please contact your J.P.Morgan team.

In your written communication, please provide the following information: (1) your name and account number; (2) the dollar amount of the suspected error; and (3) a description of the error and explanation, if you can, why you believe there is an error. If you need more information, you must describe the item you are unsure about. We must receive your written communication no later than 30 days after the statement on which the error or problem appeared is sent or made available. If you do not so notify us, you agree that the statement activity and account balance(s) are correct.

JPMCC and JPMS are members of the Securities Investor Protection Corp ("SIPC"), a not-for-profit membership corporation funded by broker-dealers registered with the Securities and Exchange Commission. Securities and cash held for a customer at JPMCC are protected by SIPC up to $500,000 per customer, which includes up to $250,000 of protection for cash. SIPC does not protect against losses from fluctuations in the value of the securities. Assets held in custody by JPMCB are not subject to SIPC. You may obtain information about SIPC, including the SIPC Brochure, on their website, at "www.sipc.org" or by contacting them at (202) 371-8300.

In Case of Errors or Questions About Your Electronic Transfers.

Contact your J.P. Morgan Team at one of the telephone numbers on the front of your statements or write us at J.P. Morgan, 500 Stanton Christiana Road, 1/OPS3, Newark, DE 19713-2107 as soon as you can, if you think your statement is wrong or if you need more information about a transfer on the statement. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared. (1) Tell us your name and account number. (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information. (3) Tell us the dollar amount of the suspected error. We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

In Case of Errors or Questions About Non-Electronic Transfers (Checks or Deposits)

Contact JPMorgan Chase Bank, N.A. ("JPMCB") Member FDIC immediately if a statement is incorrect or if you need more information about any non-electronic transactions (checks or deposits) on this statement. If any such error appears, you must notify the bank in writing as soon as possible after your statement was made available to you. For more complete details, see the applicable account agreements and appendices that govern your account.

Deposit products and services are offered by JPMCB Member FDIC.

You must promptly advise your J.P.Morgan representative of material changes in your investment objectives or financial situation or if you wish to modify the management of your account. Unless you inform otherwise, your J.P.Morgan representative will consider the information currently in its files to be complete and accurate.

With reference to JPMS and JPMCC: A financial statement of this organization is available to you for personal inspection at its offices, or a copy will be mailed to you upon written request.

You should have received (or have made available to you) separate confirmations for each securities transaction. All transactions are subject to the terms and conditions stated on the reverse side of such confirmations and are subject to the constitution, by-laws, customs and interpretations of the marketplace where executed and governed by and construed in accordance with the laws of the State of New York and all applicable federal laws and regulations. Further information with respect to commissions and other charges related to the execution of transactions, including options transactions, has been included in confirmations that were previously furnished or have made available to you. Upon written request, JPMS will promptly supply you with the latest information.

IMPORTANT ADDITIONAL INFORMATION APPLICABLE ONLY TO YOUR MARGIN ACCOUNT(S)

All positions in your Margin Account Portfolio(s) are held in custody at J.P. Morgan Clearing Corp. ("JPMCC"), Three Chase Metrotech Center, Brooklyn, NY 11245-001, (347) 643-2578.

If you have a margin account as permitted by law we may use certain securities in such account for, among other things, settling short sales and lending the securities for short sales, and as a result may receive compensation in connection therewith.

Please keep the following in mind when using a statement to track your brokerage activity in a margin account: The statement combines your general margin account with the special memorandum account required by Section 220.6 Regulation T. As required by Regulation T, a permanent record of your separate account is available upon your request.

Free credit balances in your margin account(s) are not segregated and may be used in the operation of JPMCCs business, subject to the limitations of SEC Rule 15c3-3. Unless otherwise noted, JPMCC or its agents and depositories will hold your securities. Upon your demand, JPMCC will pay to you the amount of your free credit balance, and will deliver to you fully-paid securities held on your behalf.

Interest will be charged on any debit balance; the method of calculating interest is described in a letter sent to all margin customers.

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J.P. Morgan Account Suitability Supplement

J.P.Morgan

A. Account Information (required for JPMS Brokerage and Investment Management accounts)

Title of Account: BERNSTEIN FAMILY INVESTMENT LLLP

Personal Accounts

☐ Individual ☐ Joint (JTWROS/JAWROS for TX residents) ☐ Tenants in Common ☐ Tenants by the Entirety
☐ Community Property ☐ Transfer on Death (TOD) ☐ UTMA/UGMA ☐ IRA

Primary Account Owner:
Number of Dependents _____ Name of Employer _____ Occupation/ Position _____
Owner Annual Income ($)_____ Liquid Net Worth ($)_____ Total Net Worth excl. primary residence ($)_____

Joint Account Owner:
Annual Income ($)_____

Entity Accounts

☐ Corporation ☐ Partnership ☐ PIC/PHC *(applicable to international entities only)* ☐ Sole Priprietorship
☐ Foundation ☐ Endowment ☐ Limited Liability Company ☒ Limited Liability Partnership ☐ Other Non Profit
Annual Income ($) 500K Liquid Net Worth ($) 5.0MM Total Net Worth ($) 12.0MM

Trust/Estate Accounts

☐ Trust ☐ Estate ☐ Endowment ☐ Foundation ☐ ERISA Plan ☐ Other Charitable Trust ☐ Other _____
Trust/Estate Liquid Net Worth ($)_____ Trust/Estate Total Net Worth ($)_____

B. Affiliations (required for JPMS Brokerage and Investment Management accounts)

Applicable to account owners or authorized signers or trustees and executors.

I, my spouse, or immediate family member who receives material support from me or gives material support to me is, or has been, a director, corporate officer, control person, affiliate or an owner of 10% of a public corporation's stock: ☐ Yes ☒ No

If yes, name of person_____ Name of corporation_____

If yes, is the corporation traded publicly on a U.S. Stock exchange? ☐ Yes ☐ No

I, my spouse, immediate family member who receives material support from me or gives material support to me, or an individual controlling the account is employed by or associated with a Broker-Dealer: ☐ Yes ☒ No

If yes*, name of Broker-Dealer_____ Name of employee/assoc._____

Accountholder or immediate family member or another household member is an employee of a financial institution or insurance company: ☐ Yes ☒ No

If yes*, name of institution_____ Name of employee/assoc._____

*If Yes, Broker-Dealer and FINRA member financial institutions must provide written permission on corporate letterhead to open a Brokerage, Margin, or Investment Management account.

C. Brokerage Account Information (required for JPMS Brokerage accounts only)

Investment Profile

My objective for this account (check one): ☒ Capital Preservation ☐ Income Generation ☐ Capital Appreciation

Speculative or aggressive investments that may generate higher returns but may be riskier than other investments because I may lose all or part of my investment (check one): ☒ Are permitted in this account ☐ Are not permitted in this account

Primary source of income: ☒ Investments ☐ Compensation ☐ Pension ☐ Other_____

Please indicate the number of years of personal trading experience for the authorized party(s) on this account:

Stocks 30 Bonds 30 FX 10 Structured Products 0 Options 20 Emerging Markets 10 Hedge Funds /Private Placements 10 Futures/ Commodities 10 Mutual Funds 0

I currently have brokerage accounts with the following firms: Not applicable

Approximate value of investable assets held away from the firm? $_____

Those assets are invested in the following Asset Classes: ☐Equities ☐Fixed Income & Cash ☐Alternative Investments ☐Other

Most of those assets are invested in: ☐ Equities ☐ Fixed Income & Cash ☐ Alternative Investments ☐ Other

Check only one selection for Investment Time Horizon, Primary Liquidity Needs, and Secondary Liquidity Needs

Investment Time Horizon:	☐ Less than 1 year	☒ 1-5 years	☐ 6-10 years	☐ Greater than 10 years
Primary Liquidity Needs:	☐ Short Term	☒ Medium Term	☐ Long Term	☐ None
Secondary Liquidity Needs:	☐ Short Term	☒ Medium Term	☐ Long Term	☐ None

J.P. Morgan Use Only Title SPN CAS

J.P. Morgan Account Suitability Supplement

J.P.Morgan

C. Brokerage Account Information (cont.)

Large Trader Identification Number* ("LTID")

LTID - If applicable, enter LTID number here: ☐☐☐☐☐☐☐☐-☐☐☐☐

Large Trader definition is explained in paragraph 16 of the Brokerage Account Agreement

Custodian (if applicable)

☐ JPMorgan Chase Bank, N.A. ☐ Other (please specify)_____

Margin Account Requested?

☐ Yes ☒ No

Options Trading (required for exchange traded options, over-the-counter traded options or structured products)

☐ Yes (a Derivatives Approval form will be required) ☐ No

Personal Accounts Only

Marital Status of Primary Account Owner: ☐ Married ☐ Single ☐ Divorced ☐ Widowed

Spouse Information:

Name_____ Name of Employer_____

Occupation/Position_____ Annual Income ($)_____

Non-Individual Accounts Only

If applicable, enter Legal Entity Identifier here:

☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐

D. Agreement

I have read, understand and agree to this application and the General Terms for Accounts and Services and the Account Agreement (in each case, our "Agreement"). The Agreement, with amendments from time to time, generally will apply to any future account, product or service that we agree upon orally, electronically or otherwise, although certain accounts, products or services may require additional documentation. This Agreement (including this application) is a security agreement under Article 9 of the Uniform Commercial Code, as amended from time to time. I have read and consent to the terms of J.P. Morgan's Private Bank and Private Wealth Management Privacy Notice, including the manner in which my information is received and used, and that upon opening an account with J.P. Morgan's Private Bank or Private Wealth Management (together described as the "Private Banking Business" in the Notice) my information will be used by one or more members of the Private Banking Business' family of companies (as listed in the Notice) in order to make available to me the products and services available through the Private Banking Business.

E. Pre-dispute Arbitration *(This applies to Margin and Brokerage, but not Investment Management Accounts.)*

By signing below, I acknowledge agreement to arbitrate any controversies arising out of the Margin or Brokerage Agreements with J.P. Morgan Securities LLC, in accordance with paragraph 11 of the Brokerage Agreement that I have received. Paragraph 11 is located in the Agreements for Accounts and Services Offered Through J.P. Morgan Securities LLC and J.P. Morgan Entities which is contained within the Combined Terms and Conditions and within the International General Terms for Accounts and Services Account Agreements.

F. Signature

All accountholders are required to sign below. **Please note:** any changes not **initialed** by you, or any information that remains missing on these forms will cause a delay in opening your account and may require us to send the application back to you.

Signature (Accountholder)	Date	Print Name
	7/20/12	ROBERT L. SPALLINA
Signature (Accountholder)	Date	Print Name

Kimberly Moran

From: Kimberly Moran
Sent: Thursday, October 11, 2012 3:15 PM
To: 'McNally, Gavin'
Cc: Robert Spallina
Subject: Bernstein Holdings, LLC
Attachments: DOC101112

Dear Gavin:

Attached is the Corporate Resolution together with the requested letter for Bernstein Holdings, LLC.

If you have any questions or require further information, please do not hesitate to contact us.

Sincerely,

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

LAW OFFICES
TESCHER & SPALLINA, P.A.

BOCA VILLAGE CORPORATE CENTER I
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FLORIDA 33431

TEL: 561-997-7008
FAX: 561-997-7308
TOLL FREE: 888-997-7008
WWW.TESCHERSPALLINA.COM

ATTORNEYS
DONALD R. TESCHER
ROBERT L. SPALLINA
LAUREN A. GALVANI

SUPPORT STAFF
DIANE DUSTIN
KIMBERLY MORAN
SUANN TESCHER

October 11, 2012

VIA EMAIL
Gavin McNally, Associate Banker
J.P. Morgan Private Bank
205 Royal Palm Way
Palm Beach, FL 33480

Re: Bernstein Holdings, LLC

Dear Gavin:

This letter serves to state that due to the passing of Simon L. Bernstein, there is a change in management and signers of Bernstein Holdings, LLC. The members of the LLC have designated me as manager of the partnership until such time as there is a distribution of the Bernstein Estate.

If you have any questions, please do not hesitate to contact me.

Sincerely,

ROBERT L. SPALLINA

RLS/km

J.P. Morgan Entity Resolution Form

J.P.Morgan

I, Robert L. Spallina, the Secretary (or duly authorized officer) of Bernstein Holdings, LLC (the "Entity") duly organized under the laws of Florida hereby certify that the following is a true and complete copy of resolutions adopted by the governing body of the Entity by written consent or at a meeting held on the _____ day of _____ 20 ____, at which a quorum of the governing body was present and voting and that these resolutions have not been rescinded or modified and are now in full force and effect. **Unless J.P. Morgan is notified in writing, the authorities granted herein will supersede all prior authorities granted to authorized signers for the Resolutions and Products (e.g., Banking, Custody, Investment Management, Brokerage, Credit) which you are currently selecting below.**

A. Authorized Signers

In this space, please list, by names or titles, the persons authorized to sign, act, or delegate to others pursuant to the resolutions indicated below (signers must be identified in each resolution as passed). Also, each signer may act singly unless the box labeled "jointly" is checked which means that any two signers must act jointly, except authorized persons shall always act singly for check signing and brokerage trading transactions.

Print Name/Title Robert L. Spallina Signature Specimen _____

Manner of Signing ☑ Singly ☐ Jointly Special Instructions _____

DOB: 06-09-1965 (m m - d d - y y y y) SSN: 266-99-7171 Phone _____

Print Name/Title _____ Signature Specimen _____

Manner of Signing ☐ Singly ☐ Jointly Special Instructions _____

DOB: ☐☐-☐☐-☐☐☐☐ (m m - d d - y y y y) SSN: ☐☐☐-☐☐-☐☐☐☐ Phone _____

Print Name/Title _____ Signature Specimen _____

Manner of Signing ☐ Singly ☐ Jointly Special Instructions _____

DOB: ☐☐-☐☐-☐☐☐☐ (m m - d d - y y y y) SSN: ☐☐☐-☐☐-☐☐☐☐ Phone _____

Print Name/Title _____ Signature Specimen _____

Manner of Signing ☐ Singly ☐ Jointly Special Instructions _____

DOB: ☐☐-☐☐-☐☐☐☐ (m m - d d - y y y y) SSN: ☐☐☐-☐☐-☐☐☐☐ Phone _____

***A photocopy of a current driver's license, passport or another government issued ID and Social Security number are required for each signer listed above.**

Please check the line to the left of any one or more of the following resolutions which have been adopted. If the line to the left of any particular lettered subdivision is not checked, that resolution has not been adopted. Chase Private Client may obtain Banking, Custody, and Credit services through Chase Retail Financial Services. Chase Private Client brokerage accounts are with CISC.

B. Banking and Custody

X 1. RESOLVED, that the individuals identified above are authorized to enter into deposit and custody accounts with J.P. Morgan Chase Bank or a Morgan Affiliate (individually or collectively, "J.P. Morgan") and any successors or assigns designating J.P. Morgan as a depository of the funds and custodian of the securities of the Entity and to act on behalf of the Entity in all respects regarding the Entity's banking and custody accounts and related or linked credit products and any related pledges thereto with J.P. Morgan as they in their discretion determine.

C. Investment Management

X 2. RESOLVED, that the persons specified above are authorized, in the name and on behalf of the Entity to execute an investment management agreement designating J.P. Morgan as the Entity's investment manager, to deliver or modify any asset allocation guideline, mandate, or other instruction, and to act on behalf of the Entity in all respects regarding the Entity's investment management accounts with J.P. Morgan.

J.P. Morgan Entity Resolution Form

J.P.Morgan

D. Brokerage

X 3. RESOLVED, that those persons identified above are authorized in the name and on behalf of the Entity to execute a brokerage agreement with J.P. Morgan Securities LLC and any successors or assigns; to purchase on margin or otherwise and borrow (on a secured or unsecured basis) from, sell (including short sales in a margin account), and lend (on a secured or unsecured basis) to, and to otherwise enter into transactions of any kind with J.P. Morgan with respect to any and all securities and financial instruments whatsoever in which J.P. Morgan may deal, broker or act as counterparty from time to time; to enter into any derivative transactions with respect to the foregoing, including over the counter equity derivatives and structured transactions (including, but not limited to options, swaps, collars, caps and floors); pledge any funds or instruments for the purposes of securing the Entity's obligations with respect to the foregoing to establish and operate one or more brokerage or other accounts in connection with foregoing activities and transactions; and, to act on behalf of the Entity in all respects regarding the Entity's brokerage accounts.

E. Credit

X 4. RESOLVED, that the persons specified above are authorized in the name and on behalf of the Entity: to borrow from time to time from J.P. Morgan sums of money, for periods of time and upon terms as may to them in their discretion seem advisable; to execute notes or other obligations to evidence borrowings; to enter into agreements with respect to borrowings, to discount with Morgan any bills or notes receivable held by the Entity upon such terms as they may deem proper; to apply for and obtain letters of credit and to execute applications, agreements, trust receipts and all other documents in connection therewith; to execute and deliver, in their discretion, any guarantee, indemnity agreement or undertakings deemed necessary or advisable to carry out the purpose and intent of the foregoing resolutions; to pledge any of the assets or property of the Entity, for the purpose of securing any of the foregoing transactions or any transaction entered into by any other entity or personal and, to endorse securities and/or to issue appropriate powers of attorney, documents or assignments in furtherance thereof.

F. General

X 5. RESOLVED, that those individuals identified in above, acting in the manner specified therein, are authorized to delegate the authority granted under the foregoing resolutions to any other person by written appointment submitted to J.P. Morgan and any such appointment shall remain in full force and effect until J.P. Morgan shall receive written notice to the contrary from the Entity

X 6. RESOLVED, that any transaction of the type authorized by the preceding resolutions which has been taken are hereby in all respects approved, confirmed and ratified; and

X 7. RESOLVED, that any resolution certified to J.P. Morgan by the Secretary, or other duly appointed officer of the Entity shall remain in full force and effect until J.P. Morgan shall receive certification of a subsequent resolution amending, superseding or revoking it.

X 8. RESOLVED, any persons authorized to act by the preceding resolutions may utilize the Web site provided by J.P. Morgan (the "Site") via the Internet 24 hours a day, seven days a week to act in the manner indicated in this resolution provided the functionality is available via the Site. Transactions requiring more than one signature to complete will not be available via the Site. Site usage by any Authorized Person is subject to the Web site agreements and disclosures available on the Web site, or via hard copy at your request.

G. Certification of Incumbency (Partnerships should not complete)

The following certificate of incumbency must be completed when the authorized signers are identified by title only. I also certify that the following are officers of the Entity elected or appointed until their successors are elected or appointed and that you shall be entitled to rely upon their continued incumbency and empowerment to act for the Entity until you have been furnished with a duly certified notice to the contrary:

Print Name _____ Print Title _____

Print Name _____ Print Title _____

Print Name _____ Print Title _____

Print Name _____ Print Title _____

H. Signature (Partnership)

Signatures of all general partners (type or print names next to signatures)

⇨ _____ Robert L. Spallina 10/11/12

Signature Print Name and Title Date

⇨ _____

Signature Print Name and Title Date

I. Signature (Entities other than Partnerships)

IN WITNESS OF WHICH I have set my hand as Secretary (or other duly authorized officer) of this Entity on this the _____ day of _____ 20 ____ .

⇨ _____

Signature Print Name and Title Date

J.P. Morgan Entity Resolution Form

J.P.Morgan

I, Robert L. Spallina, the Secretary (or duly authorized officer) of Bernstein Family Investments, LLLP (the "Entity") duly organized under the laws of Florida hereby certify that the following is a true and complete copy of resolutions adopted by the governing body of the Entity by written consent or at a meeting held on the _____ day of _____ 20 ____, at which a quorum of the governing body was present and voting and that these resolutions have not been rescinded or modified and are now in full force and effect. **Unless J.P. Morgan is notified in writing, the authorities granted herein will supersede all prior authorities granted to authorized signers for the Resolutions and Products (e.g., Banking, Custody, Investment Management, Brokerage, Credit) which you are currently selecting below.**

A. Authorized Signers

In this space, please list, by names or titles, the persons authorized to sign, act, or delegate to others pursuant to the resolutions indicated below (signers must be identified in each resolution as passed). Also, each signer may act singly unless the box labeled "jointly" is checked which means that any two signers must act jointly, except authorized persons shall always act singly for check signing and brokerage trading transactions.

Print Name/Title Robert L. Spallina Signature Specimen

Manner of Signing ☑ Singly ☐ Jointly Special Instructions

DOB: 06 - 09 - 1965 (m m - d d - y y y y) SSN: 266 - 99 - 7171 Phone

Print Name/Title Signature Specimen

Manner of Signing ☐ Singly ☐ Jointly Special Instructions

DOB: ☐☐ - ☐☐ - ☐☐☐☐ (m m - d d - y y y y) SSN: ☐☐☐ - ☐☐ - ☐☐☐☐ Phone

Print Name/Title Signature Specimen

Manner of Signing ☐ Singly ☐ Jointly Special Instructions

DOB: ☐☐ - ☐☐ - ☐☐☐☐ (m m - d d - y y y y) SSN: ☐☐☐ - ☐☐ - ☐☐☐☐ Phone

Print Name/Title Signature Specimen

Manner of Signing ☐ Singly ☐ Jointly Special Instructions

DOB: ☐☐ - ☐☐ - ☐☐☐☐ (m m - d d - y y y y) SSN: ☐☐☐ - ☐☐ - ☐☐☐☐ Phone

***A photocopy of a current driver's license, passport or another government issued ID and Social Security number are required for each signer listed above.**

Please check the line to the left of any one or more of the following resolutions which have been adopted. If the line to the left of any particular lettered subdivision is not checked, that resolution has not been adopted. Chase Private Client may obtain Banking, Custody, and Credit services through Chase Retail Financial Services. Chase Private Client brokerage accounts are with CISC.

B. Banking and Custody

X 1. RESOLVED, that the individuals identified above are authorized to enter into deposit and custody accounts with J.P. Morgan Chase Bank or a Morgan Affiliate (individually or collectively, "J.P. Morgan") and any successors or assigns designating J.P. Morgan as a depository of the funds and custodian of the securities of the Entity and to act on behalf of the Entity in all respects regarding the Entity's banking and custody accounts and related or linked credit products and any related pledges thereto with J.P. Morgan as they in their discretion determine.

C. Investment Management

X 2. RESOLVED, that the persons specified above are authorized, in the name and on behalf of the Entity to execute an investment management agreement designating J.P. Morgan as the Entity's investment manager, to deliver or modify any asset allocation guideline, mandate, or other instruction, and to act on behalf of the Entity in all respects regarding the Entity's investment management accounts with J.P. Morgan.

J.P. Morgan Entity Resolution Form

J.P.Morgan

D. Brokerage

X 3. RESOLVED, that those persons identified above are authorized in the name and on behalf of the Entity to execute a brokerage agreement with J.P. Morgan Securities LLC and any successors or assigns; to purchase on margin or otherwise and borrow (on a secured or unsecured basis) from, sell (including short sales in a margin account), and lend (on a secured or unsecured basis) to, and to otherwise enter into transactions of any kind with J.P. Morgan with respect to any and all securities and financial instruments whatsoever in which J.P. Morgan may deal, broker or act as counterparty from time to time; to enter into any derivative transactions with respect to the foregoing, including over the counter equity derivatives and structured transactions (including, but not limited to options, swaps, collars, caps and floors); pledge any funds or instruments for the purposes of securing the Entity's obligations with respect to the foregoing to establish and operate one or more brokerage or other accounts in connection with foregoing activities and transactions; and, to act on behalf of the Entity in all respects regarding the Entity's brokerage accounts.

E. Credit

X 4. RESOLVED, that the persons specified above are authorized in the name and on behalf of the Entity: to borrow from time to time from J.P. Morgan sums of money, for periods of time and upon terms as may to them in their discretion seem advisable; to execute notes or other obligations to evidence borrowings; to enter into agreements with respect to borrowings, to discount with Morgan any bills or notes receivable held by the Entity upon such terms as they may deem proper; to apply for and obtain letters of credit and to execute applications, agreements, trust receipts and all other documents in connection therewith; to execute and deliver, in their discretion, any guarantee, indemnity agreement or undertakings deemed necessary or advisable to carry out the purpose and intent of the foregoing resolutions; to pledge any of the assets or property of the Entity, for the purpose of securing any of the foregoing transactions or any transaction entered into by any other entity or personal and, to endorse securities and/or to issue appropriate powers of attorney, documents or assignments in furtherance thereof.

F. General

X 5. RESOLVED, that those individuals identified in above, acting in the manner specified therein, are authorized to delegate the authority granted under the foregoing resolutions to any other person by written appointment submitted to J.P. Morgan and any such appointment shall remain in full force and effect until J.P. Morgan shall receive written notice to the contrary from the Entity

X 6. RESOLVED, that any transaction of the type authorized by the preceding resolutions which has been taken are hereby in all respects approved, confirmed and ratified; and

X 7. RESOLVED, that any resolution certified to J.P. Morgan by the Secretary, or other duly appointed officer of the Entity shall remain in full force and effect until J.P. Morgan shall receive certification of a subsequent resolution amending, superseding or revoking it.

X 8. RESOLVED, any persons authorized to act by the preceding resolutions may utilize the Web site provided by J.P. Morgan (the "Site") via the Internet 24 hours a day, seven days a week to act in the manner indicated in this resolution provided the functionality is available via the Site. Transactions requiring more than one signature to complete will not be available via the Site. Site usage by any Authorized Person is subject to the Web site agreements and disclosures available on the Web site, or via hard copy at your request.

G. Certification of Incumbency (Partnerships should not complete)

The following certificate of incumbency must be completed when the authorized signers are identified by title only. I also certify that the following are officers of the Entity elected or appointed until their successors are elected or appointed and that you shall be entitled to rely upon their continued incumbency and empowerment to act for the Entity until you have been furnished with a duly certified notice to the contrary:

Print Name _____ Print Title _____

Print Name _____ Print Title _____

Print Name _____ Print Title _____

Print Name _____ Print Title _____

H. Signature (Partnership)

Signatures of all general partners (type or print names next to signatures)

⇨ _____ Robert C. Spallina 10/11/12

Signature — Print Name and Title — Date

⇨ _____

Signature — Print Name and Title — Date

I. Signature (Entities other than Partnerships)

IN WITNESS OF WHICH I have set my hand as Secretary (or other duly authorized officer) of this Entity on this the _____ day of _____ 20 ____ .

⇨ _____

Signature — Print Name and Title — Date

Kimberly Moran

From: Robert Spallina
Sent: Thursday, October 11, 2012 1:50 PM
To: Kimberly Moran
Subject: FW: Bernstein
Importance: High
Attachments: Corporate_Resolution.pdf

Please handle....thx

From: McNally, Gavin [mailto:gavin.mcnally@jpmorgan.com]
Sent: Thursday, October 11, 2012 12:08 PM
To: Robert Spallina
Cc: Prindle, Christopher R; Docteroff, Patrick
Subject: Bernstein
Importance: High

Hi Robert,

I confirmed with my account maintenance area that we will need a completed Entity Resolution (attached) and a short letter from you as Manager of Bernstein Holdings LLC stating the change in management/signers. You can email both to me directly so I can process the change as quickly as possible.

Best,

Gavin McNally, *Associate Banker*

J.P Morgan Private Bank
205 Royal Palm Way, Palm Beach, FL 33480
T: (561) 838-4633
F: (561) 838-8730
gavin.mcnally@jpmorgan.com

J.P. Morgan Securities LLC
JPMorgan Chase Bank, N.A.
NMLS ID: 821735

Client Service Team
John Hawkins | Matthew Marcin
T: (800) 576-0938
F: (866) 225-2315
PB-Service0938@jpmorgan.com

Global insights, local service, comprehensive capabilities. www.jpmorgan.com

This email is confidential and subject to important disclaimers and conditions including on offers for the purchase or sale of securities, accuracy and completeness of information, viruses, confidentiality, legal privilege, and legal entity disclaimers, available at http://www.jpmorgan.com/pages/disclosures/email.

LAW OFFICES
TESCHER & SPALLINA, P.A.

BOCA VILLAGE CORPORATE CENTER I
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FLORIDA 33431

TEL: 561-997-7008
FAX: 561-997-7308
TOLL FREE: 888-997-7008
WWW.TESCHERSPALLINA.COM

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DONALD R. TESCHER
ROBERT L. SPALLINA
LAUREN A. GALVANI

SUPPORT STAFF
DIANE DUSTIN
KIMBERLY MORAN
SUANN TESCHER

October 16, 2012

VIA EMAIL AND FEDERAL EXPRESS
Gavin McNally, Associate Banker
J.P. Morgan Private Bank
205 Royal Palm Way
Palm Beach, FL 33480

Re: Estate of Simon L. Bernstein

Dear Gavin:

Enclosed are the original executed forms required to open the accounts for Bernstein Holdings, LLC and Bernstein Family Investments, LLLP, together with copies of our drivers' licenses and an original death certificate for Simon L. Bernstein.

If you have any questions, please do not hesitate to contact me.

Sincerely,

ROBERT L. SPALLINA

RLS/km

From: (561) 997-7008
Kimberly Moran
TESCHER & SPALLINA
4855 Technology Way
Suite 720
BOCA RATON, FL 33431

Origin ID: PHKA

FedEx Express

J1220120716032S

Ship Date: 16OCT12
ActWgt: 1.0 LB
CAD: 1544078/INET3300

Delivery Address Bar Code

SHIP TO: (561) 838-4633 BILL SENDER

Gavin McNally
JP Morgan Private Bank
205 ROYAL PALM WAY

PALM BEACH, FL 33480

Ref # Bernstein 11187.006
Invoice #
PO #
Dept #

WED - 17 OCT A1
STANDARD OVERNIGHT

TRK# 7992 0546 7415
0201

3E LNAA

33480
FL-US
PBI

515G1/9CCB/AA44

After printing this label:
1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.
Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com.FedEx will not be responsible for any claim in excess of $100 per package, whether the result of loss, damage, delay, non-delivery,misdelivery,or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim.Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental,consequential, or special is limited to the greater of $100 or the authorized declared value. Recovery cannot exceed actual documented loss.Maximum for items of extraordinary value is $500, e.g. jewelry, precious metals, negotiable instruments and other items listed in our ServiceGuide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

LAW OFFICES
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SUPPORT STAFF
DIANE DUSTIN
KIMBERLY MORAN
SUANN TESCHER

October 16, 2012

VIA EMAIL AND FEDERAL EXPRESS
Gavin McNally, Associate Banker
J.P. Morgan Private Bank
205 Royal Palm Way
Palm Beach, FL 33480

Re: Estate of Simon L. Bernstein

Dear Gavin:

Please be advised that while both of us are designated as co-Personal Representatives of the Estate of Simon L. Bernstein, either one of us may act alone in making decisions on the estate.

If you have any questions, please do not hesitate to contact me.

Sincerely,

ROBERT L. SPALLINA

DONALD R. TESCHER

J.P. Morgan Account Derivatives Approval Form with a New Account

J.P.Morgan

A. Investment Experience *(Please indicate investment experience below)*

	# of Years Traded	Frequency of Trades	Avg Size of Trades	Types of Trades
Stocks	30	☐ day ☐ week ☐ month ☒ year	$ 50K	☐ cash ☐ margin ☐ short ☒ long
Bonds	30	☐ day ☐ week ☐ month ☒ year	$ 100K	☒ cash ☐ margin ☐ short ☐ long
Foreign Exchange	10	☐ day ☐ week ☐ month ☒ year	$ 50K	☒ cash ☐ margin ☐ short ☐ long
Structured Products	0	☐ day ☐ week ☐ month ☐ year	$	☐ cash ☐ margin ☐ short ☐ long
Options	20	☐ day ☐ week ☐ month ☒ year	$ 50K	☒ cash ☐ margin ☐ short ☐ long
Emerging Markets	10	☐ day ☐ week ☐ month ☒ year	$	☒ cash ☐ margin ☐ short ☐ long
Hedge Funds/PE	10	☐ day ☐ week ☐ month ☒ year	$ 300K	☐ cash ☐ margin ☐ short ☒ long
Futures/ Commodities	10	☐ day ☐ week ☐ month ☒ year	$ 100K	☐ cash ☐ margin ☐ short ☐ long
Mutual Funds	0	☐ day ☐ week ☐ month ☐ year	$	☐ cash ☐ margin ☐ short ☐ long

B. Eligible Contract Participant Status

The client intends to conduct the following transactions with a JPMorgan entity as the counterparty:

Foreign Exchange futures, options, swaptions, or non-deliverable forwards ☐ Yes ☐ No

Over-the-counter swaps ☐ Yes ☐ No

If the answer to either of the foregoing is "yes," the client certifies that it is an "eligible contract participant,"as that term is defined in the Commodity Exchange Act by reason of the following

☐ 1. The client is an individual acting for his or her own account with investable assets in excess of (i) $10,000,000; or (ii) $5,000,000 and who will be entering into such transactions in order to manage the risk associated with an asset owned or liability incurred, or reasonably likely to be owned or incurred, by the client.

☐ 2. The client is a corporation, partnership, proprietorship, organization, trust, or other entity acting for its own account (i) that has total assets exceeding $10,000,000; (ii) that does not have total assets exceeding $10,000,000 but its obligations under the subject transactions will be guaranteed or otherwise supported by a letter of credit, support, or other agreement by an entity that is an eligible contract participant; or (iii) that (a) has a net worth exceeding $1,000,000; and (b) will enter into transactions in connection with the conduct of the entity's business or to manage the risk associated with an asset or liability owned or incurred or reasonably likely to be owned or incurred by the entity in the conduct of the entity's business.

☐ 3. An employee benefit plan subject to the Employee Retirement Income Security Act of 1974 (29 U.S.C. 1001 et seq.), a governmental employee benefit plan, or a foreign person performing a similar role or function subject as such to foreign regulation, each acting for its own account (i) that has total assets exceeding $5,000,000; or (ii) the investment decisions of which are made by (a) an investment adviser or commodity trading advisor subject to regulation under the Investment Advisers Act of 1940 (15 U.S.C. 80b-1 et seq.) or the Commodity Exchange Act; (b) a foreign person performing a similar role or function subject as such to foreign regulation; (c) a financial institution; or (d) an insurance company subject to state or foreign regulation, or a regulated subsidiary or affiliate of such an insurance company.

☐ 4. Other. Please consult JPMorgan concerning additional documentation that will be required.

C. Signature *(All accountholders are required to sign below)*

⇨ _____ 10/16/12 ROBERT L SPALLINA

Signature (Accountholder) Date Print Name

⇨ _____

Signature (Accountholder) Date Print Name

D. J.P. Morgan Use Only

	Exchange Traded Options Equities	OTC Options OTC Equity	EM	FX	Debt
Level 1: Covered writing	☐	☐	☐	☐	☐
Level 2: Buying Options	☒	☐	☐	☐	☐
Level 3: Spreads	☐	☒	☒	☒	☒
Level 5: Uncovered Writing	☐	☐	☐	☐	☐
Level 6: Combinations/Straddles	☐	☐	☐	☐	☐

Publication date of OCC Booklet 02/01/1994 Date OCC Booklet sent to Client _____

RR Signature _____ Date _____

ROSFP Signature _____ Date _____

S-ROSFP Signature (Exchange Traded Options Levels 5&6) _____ Date _____

J.P. Morgan Use Only Title SPN CAS

1 of 1 Banker/Investor 11/11 **US1074**

J.P. Morgan Corporate General Partner Certificate

J.P.Morgan

I, ROBERT L SPALLINA , the Secretary (or duly authorized officer) of BERNSTEIN HLDGS LLC (the "Organization") duly organized under the laws of Florida hereby certify that the following is a true and complete copy of Resolutions adopted by the Board of Directors or Members and Managers of the Organization (Corporation or Limited Liability Company) by unanimous written consent or at a meeting held on the 14 day of Sept 20 12, at which a quorum of the Board of Directors, or authorized Managers or Members, were present and voting and that these Resolutions have not been rescinded or modified and are now in full force and effect.

A. Authorized Signers

In this space, please list, by names or titles, the officers and other persons authorized to sign or act pursuant to the Resolutions numbered one below (this list must be part of the Resolution as passed). Also, each signer may act singly unless the box labeled "jointly" is checked, which means that any two signers must act jointly, except authorized persons shall always act singly for brokerage trading transactions.

Print Name/Title ROBERT L SPALLINA	Manner of Signing	☑ Singly ☐ Jointly	SSN# 266-99-7171
Print Name/Title	Manner of Signing	☐ Singly ☐ Jointly	SSN#
Print Name/Title	Manner of Signing	☐ Singly ☐ Jointly	SSN#
Print Name/Title	Manner of Signing	☐ Singly ☐ Jointly	SSN#

*** A photocopy of a current driver's license, passport or another government issued ID and Social Security number are required for each signer listed above.**

B. Corporate General Partner (Corporation or Limited Liability Company)

1. RESOLVED, that the person(s) signing as specified above, be and herby is/are authorized to execute on behalf of the Organization in its capacity as a general partner of BERNSTEIN FAMILY INVESTMENT LLLP (specify name of partnership) such documentation as shall be required by JPMorgan Chase Bank, N.A., J.P. Morgan Securities LLC or any other affiliate of JPMorgan Chase & Co. (individually or collectively, "Morgan") in connection with the relationship of that partnership with Morgan, or to give any instruction with respect to any account or to enter into any transaction with Morgan;
2. RESOLVED, that those persons above, acting in the manner specified therein, are authorized to delegate the authority granted under that Resolution to any other person by written appointment submitted to Morgan and any such appointment shall remain in full force and effect until Morgan shall receive written notice to the contrary from the Organization acting in general partner;
3. RESOLVED, that any action of the types authorized by the preceding resolutions which has been taken are hereby in all respects approved, confirmed and ratified; and
4. RESOLVED, that any Resolution certified to Morgan by the Secretary, or other duly appointed officer of the Organization shall remain in full force and effect until Morgan has received certification of a subsequent Resolution amending, superseding or revoking it.

C. Certification of Incumbency (Corporations Only)

The following certificate of incumbency must be completed when the preceding Resolutions identify authorized signatories by title only. I also certify that the following are officers of this Corporation elected or appointed until their successors are elected or appointed and that you shall be entitled to rely upon their continued incumbency and empowerment to act for the partnership until you have been furnished with a duly certified notice to the contrary:

Print Name	Title	Date
Print Name	Title	Date
Print Name	Title	Date
Print Name	Title	Date

I further certify that this Organization is duly organized and existing and has the power and authority to take the actions contemplated by the foregoing resolutions.

D. Signature

IN WITNESS OF WHICH I have set my hand as Secretary (or other duly authorized officer) of this Entity on this the 16 day of Oct 20 12.

Signature	Date	Print Name and Title
	10/16/12	ROBERT L. SPALLINA

J.P. Morgan Use Only	Title	SPN	CAS
1 of 1	Banker/Investor		9/10 **US968**

J.P. Morgan Account Suitability Supplement

J.P.Morgan

A. Account Information (required for JPMS Brokerage and Investment Management accounts)

Title of Account: BERNSTEIN FAMILY INVESTMENT LLLP

Personal Accounts

☐ Individual ☐ Joint (JTWROS/JAWROS for TX residents) ☐ Tenants in Common ☐ Tenants by the Entirety
☐ Community Property ☐ Transfer on Death (TOD) ☐ UTMA/UGMA ☐ IRA

Primary Account Owner:
Number of Dependents _____ Name of Employer _____ Occupation/ Position _____
Owner Annual Income ($)_____ Liquid Net Worth ($)_____ Total Net Worth excl. primary residence ($)_____

Joint Account Owner:
Annual Income ($)_____

Entity Accounts

☐ Corporation ☐ Partnership ☐ PIC/PHC *(applicable to international entities only)* ☐ Sole Priprietorship
☐ Foundation ☐ Endowment ☐ Limited Liability Company ☒ Limited Liability Partnership ☐ Other Non Profit
Annual Income ($) 500K Liquid Net Worth ($) 5.0MM Total Net Worth ($) 12.0MM

Trust/Estate Accounts

☐ Trust ☐ Estate ☐ Endowment ☐ Foundation ☐ ERISA Plan ☐ Other Charitable Trust ☐ Other _____
Trust/Estate Liquid Net Worth ($)_____ Trust/Estate Total Net Worth ($)_____

B. Affiliations (required for JPMS Brokerage and Investment Management accounts)

Applicable to account owners or authorized signers or trustees and executors.

I, my spouse, or immediate family member who receives material support from me or gives material support to me is, or has been, a director, corporate officer, control person, affiliate or an owner of 10% of a public corporation's stock: ☐ Yes ☒ No

If yes, name of person_____ Name of corporation_____

If yes, is the corporation traded publicly on a U.S. Stock exchange? ☐ Yes ☐ No

I, my spouse, immediate family member who receives material support from me or gives material support to me, or an individual controlling the account is employed by or associated with a Broker-Dealer: ☐ Yes ☒ No

If yes*, name of Broker-Dealer_____ Name of employee/assoc._____

Accountholder or immediate family member or another household member is an employee of a financial institution or insurance company: ☐ Yes ☒ No

If yes*, name of institution_____ Name of employee/assoc._____

*If Yes, Broker-Dealer and FINRA member financial institutions must provide written permission on corporate letterhead to open a Brokerage, Margin, or Investment Management account.

C. Brokerage Account Information (required for JPMS Brokerage accounts only)

Investment Profile

My objective for this account (check one): ☒ Capital Preservation ☐ Income Generation ☐ Capital Appreciation

Speculative or aggressive investments that may generate higher returns but may be riskier than other investments because I may lose all or part of my investment (check one): ☒ Are permitted in this account ☐ Are not permitted in this account

Primary source of income: ☐ Investments ☐ Compensation ☐ Pension ☐ Other_____

Please indicate the number of years of personal trading experience for the authorized party(s) on this account:

Stocks 30 Bonds 30 FX 10 Structured Products 0 Options 20 Emerging Markets 10 Hedge Funds /Private Placements 10 Futures/ Commodities 10 Mutual Funds 0

I currently have brokerage accounts with the following firms:_____

Approximate value of investable assets held away from the firm? $_____

Those assets are invested in the following Asset Classes: ☐ Equities ☐ Fixed Income & Cash ☐ Alternative Investments ☐ Other

Most of those assets are invested in: ☐ Equities ☐ Fixed Income & Cash ☐ Alternative Investments ☐ Other

Check only one selection for Investment Time Horizon, Primary Liquidity Needs, and Secondary Liquidity Needs

Investment Time Horizon:	☐ Less than 1 year	☐ 1-5 years	☐ 6-10 years	☐ Greater than 10 years
Primary Liquidity Needs:	☐ Short Term	☐ Medium Term	☐ Long Term	☐ None
Secondary Liquidity Needs:	☐ Short Term	☐ Medium Term	☐ Long Term	☐ None

J.P. Morgan Use Only Title SPN CAS

J.P. Morgan Account Suitability Supplement

J.P.Morgan

C. Brokerage Account Information (cont.)

Large Trader Identification Number* ("LTID")

LTID - If applicable, enter LTID number here: ☐☐☐☐☐☐☐☐-☐☐☐☐

**Large Trader definition is explained in paragraph 16 of the Brokerage Account Agreement*

Custodian (if applicable)

☐ JPMorgan Chase Bank, N.A. ☐ Other (please specify)_____

Margin Account Requested?

☐ Yes ☒ No

Options Trading (required for exchange traded options, over-the-counter traded options or structured products)

☐ Yes (a Derivatives Approval form will be required) ☐ No

Personal Accounts Only

Marital Status of Primary Account Owner: ☐ Married ☐ Single ☐ Divorced ☐ Widowed

Spouse Information:

Name_____ Name of Employer_____

Occupation/Position_____ Annual Income ($)_____

Non-Individual Accounts Only

If applicable, enter Legal Entity Identifier here:

☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐

D. Agreement

I have read, understand and agree to this application and the General Terms for Accounts and Services and the Account Agreement (in each case, our "Agreement"). The Agreement, with amendments from time to time, generally will apply to any future account, product or service that we agree upon orally, electronically or otherwise, although certain accounts, products or services may require additional documentation. This Agreement (including this application) is a security agreement under Article 9 of the Uniform Commercial Code, as amended from time to time. I have read and consent to the terms of J.P. Morgan's Private Bank and Private Wealth Management Privacy Notice, including the manner in which my information is received and used, and that upon opening an account with J.P. Morgan's Private Bank or Private Wealth Management (together described as the "Private Banking Business" in the Notice) my information will be used by one or more members of the Private Banking Business' family of companies (as listed in the Notice) in order to make available to me the products and services available through the Private Banking Business.

E. Pre-dispute Arbitration *(This applies to Margin and Brokerage, but not Investment Management Accounts.)*

By signing below, I acknowledge agreement to arbitrate any controversies arising out of the Margin or Brokerage Agreements with J.P. Morgan Securities LLC, in accordance with paragraph 11 of the Brokerage Agreement that I have received. Paragraph 11 is located in the Agreements for Accounts and Services Offered Through J.P. Morgan Securities LLC and J.P. Morgan Entities which is contained within the Combined Terms and Conditions and within the International General Terms for Accounts and Services Account Agreements.

F. Signature

All accountholders are required to sign below. **Please note:** any changes not **initialed** by you, or any information that remains missing on these forms will cause a delay in opening your account and may require us to send the application back to you.

Signature (Accountholder)	Date	Print Name
	7/10/12	ROBERT L. SPALLINA
Signature (Accountholder)	Date	Print Name

J.P. Morgan Entity Account Application

J.P.Morgan

A. Entity Information

Type of Business: LIMITED LIABILITY PARTNERSHIP Tax ID: 26-2124343

Date of Incorporation/Organization: 02/15/2008 State of Incorporation/Organization: FL

Primary Authorized Contact Person: ROBERT L. SPALLINA Phone: 561 997 7008

Email Address: rspallina@tescherspallina.com Mobile Phone:

Business Address: 950 PENINSULA CORPORATE CIR STE 3010 City: BOCA RATON State: FL Zip: 33487

Mailing Address same as Business Address? ☒ Yes ☐ No

Mailing Address: City: State: Zip:

B. Account Information

Title of account/Name of business: BERNSTEIN FAMILY INVESTMENT LLLP

☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Endowment ☐ Foundation ☐ Limited Liability Company ☒ Limited Liability Partnership

Is the entity Non Profit? ☐ Yes

I have applied to open the following accounts (check all that apply):

☐ Checking Account ☐ Money Market Deposit Account/ Savings ☒ Investment Management/Third Party Manager/ J.P. Morgan Advisory Program (discretionary)

☒ Asset/Brokerage ☐ Asset/Custody

I hereby apply for a Line of Credit linked to my Asset Account ☐ Yes* (U-1 form will be required) ☐ No

**Please be advised that if you have another account with the same feature, this is not applicable.*

Automatic Sweep (Applicable only to Asset or Asset with Brokerage Accounts):

As further described in the Asset Account Agreement, uninvested cash balances and new cash deposits will be transferred automatically to: ☐ Deposit Sweep OR

☐ JPMorgan Tax Free Money Market Sweep Fund

Account Tax Cost Methodology: ☒ High Cost ☐ Long Term High Cost ☐ FIFO ☐ Low Cost

The following asset types should utilize the Average Cost accounting option:

☐ Regulated Investment Company (RIC) Only ☐ Dividend Reinvestment Plan (DRP) Only ☐ Both RIC and DRP ☐ None

Each account I open, and each subaccount opened under such account from time to time, are subject to the security interest provisions in the Agreement (as defined below in "D. Agreement") and are pledged as Collateral for all my Obligations.

C. Ownership Information

Is this a privately held operating company in which any one person or entity has 25% or more of the ownership interest?

☒ Yes complete owner information below) ☐ No

Controlling Owner (Primary): BERNSTEIN HOLDINGS LLC % of Ownership: 1%

Date of Birth (mm-dd-yyyy): 02-06-2008 SSN#: 320-23-4597

Controlling Owner: SIMON L BERNSTEIN TST AGREEMENT % of Ownership: 49.5%

Date of Birth (mm-dd-yyyy): 05-20-2008 SSN#: 371-32-5211

Controlling Owner: SHIRLEY BERNSTEIN TST AGREEMENT % of Ownership: 49.5

Date of Birth (mm-dd-yyyy): 05-20-2008 SSN#: 347-30-9749

Controlling Owner: % of Ownership:

Date of Birth (mm-dd-yyyy): SSN#:

J.P. Morgan Use Only Title SPN CAS

  Banker/Investor 8/12 **US1060**

J.P. Morgan Entity Account Application

J.P.Morgan

D. Agreement

I have read, understand and agree to this application and either the General Terms for Accounts and Services and the applicable or, for Commercial Checking only, the Account Terms (in each case, our "Agreement"). The Agreement, with amendments from time to time, generally will apply to any future account, product or service that we agree upon orally, electronically or otherwise, although certain accounts, products or services may require additional documentation. This Agreement (including this application) is a security agreement under Article 9 of the Uniform Commercial Code, as amended from time to time. I have read and consent to the terms of J.P. Morgan's Private Bank and Private Wealth Management Privacy Notice, including the manner in which my information is received and used, and that upon opening an account with J.P. Morgan's Private Bank or Private Wealth Management (together described as the "Private Banking Business" in the Notice) my information will be used by one or more members of the Private Banking Business' family of companies (as listed in the Notice) in order to make available to me the products and services available through the Private Banking Business.

E. Signature

All authorized signers are required to sign below unless the entity's governing documents permit otherwise. **Please note:** any changes not **initialed** by you, or any information that remains missing on these forms will cause a delay in opening your account and may require us to send the application back to you.

Signature	Date	Print Name
	8/10/12	ROBERT L. SPALLINA
Signature	Date	Print Name
Signature	Date	Print Name
Signature	Date	Print Name

Kimberly Moran

From: McNally, Gavin [gavin.mcnally@jpmorgan.com]
Sent: Friday, October 12, 2012 4:55 PM
To: Kimberly Moran
Subject: Remaining account documents for Bernstein Holdings LLC and Bernstein Family Investment LLLP
Attachments: Corporate_Account_Application-pdf.zip; Derivatives_Approval_New_Acct-pdf.zip; JPMorgan Corporate General Partner Certificate.968-pdf.zip; JPMorgan_Risk_Disclosure_v1-pdf.zip; Suitability_Supplement_US1522-pdf.zip

Hi Kimberly,

Here are the additional forms that only require Robert's signature. And last but not least, the account maintenance area is requesting a simple letter signed by both Robert and Donald stating that Robert can act singly regarding these entities since they are co-PRs, otherwise we need to add Donald to all the forms.

Unfortunately since we did the original document package with Mr. Bernstein, FINRA has added new rules that require additional information we were not required to ask previously. In essence, we are resigning all the documents that are used to open an account for an LLC/LLLP. We filled in everything we could from the previous documents to make this as painless as possible. Let me know if you have any questions.

Best,

Gavin McNally, *Associate Banker*

J.P Morgan Private Bank
205 Royal Palm Way, Palm Beach, FL 33480
T: (561) 838-4633
F: (561) 838-8730
gavin.mcnally@jpmorgan.com

J.P. Morgan Securities LLC
JPMorgan Chase Bank, N.A.
NMLS ID: 821735

Client Service Team
John Hawkins | Matthew Marcin
T: (800) 576-0938
F: (866) 225-2315
PB-Service0938@jpmorgan.com

Global insights, local service, comprehensive capabilities. www.jpmorgan.com

This email is confidential and subject to important disclaimers and conditions including on offers for the purchase or sale of securities, accuracy and completeness of information, viruses, confidentiality, legal privilege, and legal entity disclaimers, available at http://www.jpmorgan.com/pages/disclosures/email.

United States Life Insurance Company of NY

The United States Life Insurance Company in the City of New York
Payment Processing Center
P.O. Box 0801
Carol Stream IL 60132-0801

Notice of Payment Due

Prepared Date: 09/10/2012

Payment Center for:

The United States Life Insurance Company in the City of New York

Due Date	Contract Number	Payable
10/02/2012	UD000166N	SEMI-ANNUAL

SIMON L BERNSTEIN
7020 LIONS HEAD LN
BOCA RATON FL 33496-5931

Premium	$	1,121.66
PAY THIS AMOUNT	$	1,121.66

K9FL165GV4

Send Correspondence Other Than Payment To:
The United States Life Insurance Company in the City of New York
P.O. Box 4373 • Houston, TX 77210-4373 • 1-800-666-1051 • www.americangeneral.com

Please Return This Part

Make Checks payable to:
The United States Life Insurance Company
Payment Processing Center
P.O. Box 0801
Carol Stream IL 60132-0801

When your payments are made by check, we may electronically debit your checking account for the amount of your check on the day that we receive your payment. If the payment is processed electronically, the check will not be returned with your checking account statement, but will be reflected as an 'electronic payment'. We will consider receipt of a payment by check as authorization to process your payment electronically.

Contract Number	UD000166N
Insured's Name	SIMON L BERNSTEIN
Due Date	10/02/2012
PAY THIS AMOUNT	$1,121.66
Additional Payment Enclosed	$
Total Enclosed	**$**

To ensure proper credit, please write the contract number on your check or money order and return this notice with your payment.

2020372922542276160001121667008O1

TS004883

Pending
Bills
for
$71,075

PRIVATE CLIENT GROUP
P.O. BOX 2017
JERSEY CITY NJ 07303-2017

PCGCHK

Bernstein Family Realty LLC
7020 Lions Head Lane
Boca Raton FL 33496

Private Client Group
A division of Chartis

Claims Toll Free #: 888-760-9195
Adjuster ID Number: 10044

Claim Office: 346
Payee Name: Bernstein Family Realty LLC
Claimant: Bernstein Family Realty LLC
Insured Name: Bernstein Family Realty LLC
Producer: Risk Mgmt. Advisory Group
Insuring Company: CHARTIS PROPERTY CASUALTY COMPANY

Check Number: 60178331
RFP Number : 90292988
Check Date : 06/07/2012

Policy No.	Claim No.	Symbol	Date of loss	Type	Status	Amount
000002346146	00536470	HOP	05/25/2012	IND	FINAL	$3,958.16

Reason For Payment:

Thomas M. Schmiedl
Florida Property Claims Adjuster
Private Client Group

(561) 379-5309 Telephone
(866) 858-9356 Facsimile

Thomas.Schmiedl@chartisinsurance.com

CHARTIS

May 31, 2012

Bernstein Family Realty LLC
7020 Lions Head Lane
Boca Raton FL 33496

RE:

Our Insured:	Bernstein Family Realty LLC
Policy Number:	0002346146
Claim Number:	00536470
Date of Loss:	05/25/2012
Loss Description:	Property Damage
Location:	2753 NW 34th Street Boca Raton FL
Policy Effective Dates:	06/20/2011 to 06/20/2012
Underwriting Company:	Chartis Property Casualty Co

Dear Sir or Madam:

We acknowledge that on 5/31/2012 we received notice of the captioned claim. Your claim has been assigned to the undersigned adjuster who will advise and assist you in the process. If you have any concerns that require immediate attention, please contact me directly at 561.379.5309.

We are required by The Chief Financial Officer for the State of Florida to notify you about a mediation process available to you on covered residential claims with disputes of $500 or more. Please review the following pages for details and feel free to contact the undersigned if you have any questions about this program.

We hope you are satisfied with the quality of our claims service. At the close of our file you will receive a Claims Satisfaction Survey. Please take the time to complete it to let us know how you feel about our service.

Sincerely,

Tom Schmiedl

Thomas M. Schmiedl
Florida Property Claims Adjuster
Private Client Group on behalf of Chartis Property Casualty Co

cc: Risk Mgmt. Advisory Group 305.556.3680

Chartis
4521 PGA Blvd., # 219
Palm Beach Gardens, FL 33418

www.chartisinsurance.com

The Chief Financial Officer for the State of Florida has adopted a rule to facilitate the fair and timely handling of residential property insurance claims. The rule gives you the right to attend a mediation conference with your insurer in order to settle a covered claim with a disputed value of $500 or greater. An independent mediator, who has no connection with your insurer, will be in charge of the mediation conference. You can start the mediation process after receipt of this notice by calling the Department of Financial Services at (877) 693-5236. The parties will have 21 days from the date of the notice to otherwise resolve the dispute before a mediation hearing can be scheduled.

An insured may request mediation by contacting the Department at (877) 693-5236; by faxing a request to the Department at (850) 488-6372; or by writing to the Department of Financial Services, Mediation Section, Bureau of Education, Advocacy, and Research, 200 East Gaines Street, Tallahassee, Florida 32399-4212. If an insured requests mediation prior to receipt of the notice of the right to mediation, the insurer shall be notified by the Department of the existence of the dispute twenty-one (21) days prior to the Administrator processing the insured's request for mediation. If an insurer receives a request for mediation, the insurer shall notify the Mediation Section within forty-eight (48) hours of receipt of the request by fax or email. The Administrator shall notify the insurer within Seventy-Two (72) hours of receipt of requests filed with the Department. The insured shall provide the following information, if known:

a. Name, address, e-mail address, and daytime telephone number of the insured and location of the property if different from the address given;

b. The claim and policy number for the insured;

c. A brief description of the nature of the dispute;

d. The full name of the insurer and the name, address, e-mail address, and phone number of the contact person for scheduling mediation; and

e. Information with respect to any other policies of insurance that may provide coverage of the insured property for named perils such as flood or windstorm.

The parties have Twenty-One (21) days from the date of the notice within which to settle the claim before the Department will assign a mediator. The Administrator will select the mediator. At any time, the parties have the right to disqualify a mediator for good cause. Good cause consists of conflict of interest between a party and the mediator, that the mediator is unable to handle the conference competently, or other reasons which would reasonably be expected to impair the conference. The insured is to notify the mediator Fourteen (14) days before the mediation conference if the insured will bring representation to the conference, unless the insurer waives the right to the notice of representation. Upon receipt of such notice from the insured, the mediator shall provide notice to the insurer that the insured will be represented at the mediation conference.

Nothing herein constitutes nor should it be construed by you as a waiver of any of the rights of the Chartis Property Casualty Co under its policy of insurance, nor is it the purpose of this letter to waive any of the policy terms and/or conditions or defenses which further investigation or discovery, if suit is instituted, may reveal.

You can request additional information from Chartis Property Casualty Co at the address listed in your policy or call them at 888-724-8882.

AQUATIC ISLES POOL SERVICE
100 NORTHWEST 4TH STREET
BOCA RATON, FLORIDA 33432
PHONE: (561) 367 7946 FAX: (561) 367-1422

7/31/2012

Dear valued customer,

In recent months we have been encountering a new pest, the "Rugose Spiraling Whitefly". This is not to be confused with the "Ficus Whitefly" which has been systematically destroying Ficus hedges in our area over the last few years. While the species has been around for a few years in Florida, it has only recently become an issue for us and some of our customer's swimming pools. Please call your exterminator or look up "Rugose Spiraling Whitefly" on the internet to get the latest facts on this pest. They look like a very small white moth and can be seen floating on top of your pool and attached to the tile and coping.

If you have the whitefly infested trees near your swimming pool, you may experience a sticky substance on your deck or patio and your pool water turning green and murky. This may be a result of honeydew. A clear, sticky substance secreted from the whiteflies. It gets into your pool and destroys chlorine and clogs the pool filter. While we are still learning how to best combat this, we have had good luck temporarily super-chlorinating (shocking) pools and then add an enzyme that will dissolve and get rid of the "honeydew". We will have to charge a fee for this added service and chemical, which can run from $50.00 and higher, depending on the level of infestation. Please note that this is not an automatic charge for everyone. If you have (or begin to have) this problem we will be in contact with you to discuss what must be done. If you do notice that you start to have these flies in your pool please call us and your exterminator.

Thank-you.

John Flood
President

CAPPELLER LAW
ATTORNEYS AT LAW

350 CAMINO GARDENS BOULEVARD
SUITE 303
BOCA RATON, FLORIDA 33432

JOHN M. CAPPELLER, JR., P.A.
JCAPPELLER@CAPPELLERLAW.COM

TELEPHONE 561-620-2599
FACSIMILE 561-620-2565

October 28, 2011

Mr. Simon Bernstein
Bernstein Family Realty, LLC
950 Peninsula Corporate Circle, #3010
Boca Raton, FL 33487

Re: Bernstein Family Realty, LLC Loan from Walter and Patricia Sahm

Dear Mr. Bernstein:

Enclosed is the Amendment to Mortgage and Promissory Note which extends your loan until June 19, 2014. Please sign on page 3 as Manager of Bernstein Family Realty, LLC. Your signature must witnessed by 2 disinterested parties and must be notarized. The notary can also be one of the witnesses, but must sign in both places. Please have the witnesses print their names below their signatures.

Once you have completed the execution, please return the original to me in the enclosed envelope.

If you have any questions regarding this, please do not hesitate to contact me.

Very truly yours,

John M. Cappeller, Jr.

JMC:ebc
Enclosures

Prepared by and return to:
Cappeller Law
John M. Cappeller, Jr.
350 Camino Gardens Blvd., Suite 303
Boca Raton, FL 33432

AMENDMENT TO MORTGAGE AND PROMISSORY NOTE

This AMENDMENT TO MORTGAGE AND PROMISSORY NOTE (this "Amendment") is entered into this _____ day of _____, 2011 among **BERNSTEIN FAMILY REALTY, LLC**, a Florida limited liability company, having an address at 950 Peninsula Corporate Circle, Suite 3010, Boca Raton, FL 33487 (the "Mortgagor"), and **WALTER E. SAHM and PATRICIA SAHM**, having an address at 8230 SE 177th Winterthru Loop, The Villages, FL 32162 ("Mortgagee").

WITNESSETH

WHEREAS, Mortgagee granted Mortgagor a purchase money mortgage in the amount of $110,000.00, evidenced by that certain Promissory Note dated June 20, 2008, (the "Promissory Note"); and

WHEREAS, the Promissory Note is secured, inter alia, by that certain Mortgage dated June 20, 2008 from Mortgagor in favor of Mortgagee, recorded on June 26, 2008 in Official Records Book 22723, Page 691, of the Public Records of Palm Beach County, Florida (the "Mortgage"); and

WHEREAS, Mortgagor has asked Mortgagee to extend the term of the Mortgage and the Promissory Note (the "Amendment"); and

WHEREAS, to document the Amendment, Mortgagor is executing and delivering to Mortgagee this Amendment to Mortgage and Promissory Note;

DOCUMENTRAY STAMP TAXES AND INTANGIBLE TAXES ON THE ORIGINAL INDEBTEDNESS OF $110,000.00 WERE PAID IN FULL UPON THE RECORDING OF THE MORTGAGE AND SECURITY AGREEMENT DATED JUNE 20, 2008 AND RECORDED ON JUNE 26, 2008 IN OFFICIAL RECORDS BOOK 22723 PAGE 691, IN THE PUBLIC RECORDS OF PALM BEACH, FLORIDA.

NOW THEREFORE, in consideration of the foregoing premises and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Amendment to Mortgage and Promissory Note. The parties hereto amend the Mortgage and Promissory Note to provide that by agreement the date on which all principal is due and payable is hereby extended to June 19, 2014. Annual payments of interest only at the rate of 6.5% per annum shall continue to be due on the anniversary date of the Promissory Note until June 19, 2014 when all unpaid principal and accrued interest shall be due and payable in full.

2. Confirmation and Ratification. Mortgagor hereby ratifies and confirms all its obligations set forth in the Mortgage and Promissory Note. Mortgagor hereby certifies to Mortgagee that no event of default has occurred under such documents, nor any event which, with the giving of notice or the passage of time or both, would constitute such an event of default. Mortgagor hereby represents and warrants to Mortgagee that Mortgagor has no defense or offsets against the payment of any amounts due, or the performance of any obligations required by, the Loan Documents.

3. Miscellaneous.

(a) Except as expressly amended herein, the Mortgage and Promissory Note remain in full force and effect.

(b) This Amendment may be executed in multiple counterparts each of which, when taken together, shall constitute one and the same instrument.

(c) In the event of any inconsistency between the terms contained herein, and the provisions of Mortgage and Promissory Note, the terms of this Amendment shall govern.

(d) The individual executing this document hereby certifies that he has authority to engage in and execute this Amendment to Mortgage and Promissory Note.

SEE EXECUTION BLOCK ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

WITNESSES:

MORTGAGOR:

BERNSTEIN FAMILY REALTY, LLC, a Florida limited liability company

_____
Print Name:_____

By:_____
Simon Bernstein, Manager

_____
Print Name:_____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by Simon Bernstein, as Manager of Bernstein Family Realty, LLC, a Florida limited liability company. He ____ is personally known to me or _____ has produced a driver's license as identification.

(Seal)

_____
Notary Public, State of Florida
Name:_____
Commission Expires:_____
Commission No.:_____

Your Security Connection Lic # EC13005007

1338 S Killian Dr. Unit 12
Lake Park, FL 33403
Tel: 561-844-7004 Fax : 561-935-4488
Billing@YourSecurityConnection.com

Invoice

DATE	Invoice #
10/1/2012	28118

Customer
M/M Elliott Bernstein 7020 Lions Head Lane St Andrews Country Club Boca Raton, FL 33496

SHIP TO

TERMS	Due Date	TECH	Project/Job
	10/1/2012	PI	Bernstein Si/4696cw...

ITEM	DESCRIPTION	QTY	U/M	RATE	SVC	AMOU...
Quarterly	Monitoring fees, payable quarterly in advance for fiscal quarters: (Jan-Mar, Apr-Jun, Jul-Sept, Oct-Dec)	3		22.99		68.97T

Subtotal	$68.97
Sales Tax (6.0%)	$4.14
Payments/Credits	$0.00
Balance Due	$73.11

Note 1: Test your Alarm System at least ONCE every 7 days for proper functionality.
Note 2: Ensure alarm is registered with Sheriff's Office and permit is on file at CMS
Note 3: Late fees will be added 15 days after due date.
Note 4: $25 charge on all returned/NSF checks.
Note 5: Customer is responsible for Collection and Legal fees on collections.

SAINT ANDREW'S SCHOOL

3900 JOG ROAD
BOCA RATON, FLORIDA 33434
(561) 210-2030

9/5/2012

Joshua E. Bernstein

ACCOUNT OF:

Mr. and Mrs. Simon Bernstein
7020 Lions Head Ln
Boca Raton, FL 33496

11988 tenth

AMOUNT DUE	$903.95
AMOUNT ENCLOSED	

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR REMITTANCE

DATE	TYPE	REFERENCE	CHARGE	CREDIT
		Joshua E. Bernstein		
		Balance Forward 8/1/2012	$0.00	$0.00
8/31/2012	Charge	Bookstore Charges	$903.95	
		Subtotal - Joshua E. Bernstein	**$903.95**	

STATEMENT

Current	31-60	61-90	over 90	TOTAL
$ 903.95	$ 0.00	$ 0.00	$ 0.00	$ 903.95

ALL OUTSTANDING BALANCES ARE DUE UPON RECEIPT. PAYMENTS MUST BE RECEIVED NO LATER THAN 10/3/12. PAST DUE BALANCES AT THAT TIME WILL BE SUBJECT TO LATE CHARGES AT THE RATE OF 1½% MONTHLY.

Saint Andrew's School
Bookstore Charges
August 2012

11988 **Bernstein, Joshua**

Type: Default Charge O Sales: $903.95

Balance: $903.95

Date	Item Lookup Code	Description	Qty	Price	Total
8/16/201	9780078746376	Chemistry Matter and Change!	1	$112.00	$112.00
	9780395977255	Algebra &Trig Structure/Meth2!	1	$115.00	$115.00
	9780887276767	Integ Chinese Char Wkb Lv1Pt2!	1	$34.00	$34.00
	9780887276736	Integ Chinese Text Lv1 Pt 2!	1	$88.00	$88.00
	9780028003979	World History The Human Exp!	1	$110.00	$110.00
	97908	Words Trapped in Amber!	1	$12.00	$12.00
	9780136028604	Handbook for Writers-New Ed!	1	$87.00	$87.00
	9781565841475	Coming of Age in America!	1	$16.95	$16.95
	92954	Integ Chinese Online Lv1 Pt2!	1	$45.00	$45.00
	8385	Champ-W Jersey Red!	1	$22.00	$22.00
	8374	UA-M Catalyst Red T-SA Scots!	1	$28.00	$28.00
	8392	UA-W Charged V Neck T Red!	1	$23.00	$23.00
	8375	UA-M Clipper Shorts Men Red!	1	$32.00	$32.00
	8372	UA Hat-BlackFlatBill!	1	$20.00	$20.00
8/17/201	97800	Used Books	1	$70.00	$70.00
	8419	Champ-Y WhiteSA SCOTS BLOC	1	$15.00	$15.00
8/18/201	9780028003979	World History The Human Exp!	-1	$110.00	($110.00)
8/20/201	033317192120	Calculator-TI-84 Plus!	1	$120.00	$120.00
	150	Pen/Pencil-$1.50	7	$1.50	$10.50
	200	Pen/Pencil $2.00	1	$2.00	$2.00
	043100153269	College Ruled Filler Paper!	1	$2.75	$2.75
	043100061908	Mead 5 Star Graph Paper!	1	$6.25	$6.25
	072782230807	Dividers-Plastic!	2	$5.75	$11.50
	070972323544	Spiral Notebook-1 Subject!	2	$4.00	$8.00
	043100099109	Composition Books!	1	$2.50	$2.50
	1003	1" Green Binder!	1	$4.50	$4.50
	1001	1" Red Binder!	1	$4.50	$4.50
	1503	1 1/2" Green Binder!	1	$6.00	$6.00
	603300002608	Duo Camo Folders*	1	$1.50	$1.50
8/21/201	070972323544	Spiral Notebook-1 Subject!	1	$4.00	$4.00
		Total	36		$903.95

SAINT ANDREW'S SCHOOL

3900 JOG ROAD
BOCA RATON, FLORIDA 33434
(561) 210-2030

9/5/2012

Daniel E. Bernstein

ACCOUNT OF:

Mr. and Mrs. Simon Bernstein
7020 Lions Head Ln
Boca Raton, FL 33496

11983 fourth

AMOUNT DUE	$98.00
AMOUNT ENCLOSED	

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR REMITTANCE

DATE	TYPE	REFERENCE	CHARGE	CREDIT
		Daniel E. Bernstein		
		Balance Forward 8/1/2012	$0.00	$0.00
8/31/2012	Charge	Bookstore Charges	$98.00	
		Subtotal - Daniel E. Bernstein	**$98.00**	

STATEMENT

Current	31-60	61-90	over 90	TOTAL
$ 98.00	$ 0.00	$ 0.00	$ 0.00	$ 98.00

ALL OUTSTANDING BALANCES ARE DUE UPON RECEIPT. PAYMENTS MUST BE RECEIVED NO LATER THAN 10/3/12.
PAST DUE BALANCES AT THAT TIME WILL BE SUBJECT TO LATE CHARGES AT THE RATE OF 1½% MONTHLY.

Saint Andrew's School
Bookstore Charges
August 2012

11983 **Bernstein, Daniel**

Type: Default Charge O

Sales: $98.00

Balance: $98.00

Date	Item Lookup Code	Description	Qty	Price	Total
8/12/201	072067138064	Pencils Ticonderoga-12 pk Shp!	2	$3.00	$6.00
	079184410028	Pencil Sharpener!	1	$1.00	$1.00
	072838320100	Pens-Boxed for 4th-Black!	1	$8.00	$8.00
	078484094303	Scissors-Fiskar Pointed!	1	$3.50	$3.50
	078484094303	Scissors-Fiskar Pointed!	1	$3.50	$3.50
	071662000240	Crayola Crayons-24 Pack!	1	$2.50	$2.50
	071662077099	Crayola Thin Markers 8!	1	$4.00	$4.00
	071662077082	Crayola Markers Broad 8!	1	$4.50	$4.50
	071662040123	Crayola Colored Pencils-12!	1	$3.50	$3.50
	079184300190	Pencil Case 2 Zipped Mesh!	1	$3.50	$3.50
8/16/201	5011	Embroidery	2	$8.00	$16.00
	7174	UA-Backpack Victory-Black!	1	$42.00	$42.00
		Total	14		$98.00

SAINT ANDREW'S SCHOOL

3900 JOG ROAD
BOCA RATON, FLORIDA 33434
(561) 210-2030

9/5/2012

Jacob N. Bernstein

ACCOUNT OF:

Mr. and Mrs. Simon Bernstein
7020 Lions Head Ln
Boca Raton, FL 33496

11987 eighth

AMOUNT DUE	$830.99
AMOUNT ENCLOSED	

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR REMITTANCE

DATE	TYPE	REFERENCE	CHARGE	CREDIT
		Jacob N. Bernstein		
		Balance Forward 8/1/2012		$0.01
8/25/2012	Charge	Laptop Computer/Maintenance	$225.00	
8/31/2012	Charge	Bookstore Charges	$606.00	
		Subtotal - Jacob N. Bernstein	**$830.99**	

STATEMENT

Current	31-60	61-90	over 90	TOTAL
$ 830.99	$ 0.00	$ 0.00	$ 0.00	$ 830.99

ALL OUTSTANDING BALANCES ARE DUE UPON RECEIPT. PAYMENTS MUST BE RECEIVED NO LATER THAN 10/3/12. PAST DUE BALANCES AT THAT TIME WILL BE SUBJECT TO LATE CHARGES AT THE RATE OF 1½% MONTHLY.

Florida Power & Light Company
PO Box 025576
Miami, FL 33102

/ 27 46062 41185311150311 7624000000

Please request changes on the back.
Notes on the front will not be detected.

The amount enclosed includes the following donation:
FPL Care To Share $ _____

B 3,7 4118

AUTO **CO 9649
177512

THE BERNSTEIN FAMILY REALTY
LLC
7020 LIONS HEAD LN
BOCA RATON FL 33496-5931

Make check payable to FPL in U.S. funds and mail along with this coupon to:

FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001

Account number	Total amount you owe	New charges due by	Amount enclosed
53111-50311	$42.67	Sep 18 2012	$

Your electric statement

Account number: 53111-50311

For: Jul 26 2012 to Aug 28 2012 (33 days)
Customer name: THE BERNSTEIN FAMILY REALTY
Service address: 2753 NW 34TH ST

Statement date: Aug 28 2012
Next meter reading: Sep 25 2012

Amount of your last bill	Payments (-)	Additional activity (+ or -)	Balance before new charges (=)	New charges (+)	Total amount you owe (=)	New charges due by
460.62	921.24 CR	0.00	460.62 CR	503.29	**$42.67**	**Sep 18 2012**

Meter reading - Meter ACD7936

Current reading	70278
Previous reading	- 66088
kWh used	**4190**

Energy usage

	Last Year	This Year
kWh this month	5101	4190
Service days	30	33
kWh per day	170	127

****The electric service amount includes the following charges:**

Customer charge:	$5.90
Fuel:	$171.97
(First 1000 kWh at $0.033430)	
(Over 1000 kWh at $0.043430)	
Non-fuel:	$249.11
(First 1000 kWh at $0.051840)	
(Over 1000 kWh at $0.061840)	

Amount of your last bill	460.62
Payments received - Thank you	921.24CR
Balance before new charges	$460.62CR

New charges (Rate: RS-1 RESIDENTIAL SERVICE)

Electric service amount	426.98**
Storm charge	4.94
Gross receipts tax	11.07
Franchise charge	27.69
Utility tax	32.61
Total new charges	$503.29

Total amount you owe **$42.67**

- Payment received after **September 18, 2012** is considered **LATE**; a late payment charge of **1.50%** will apply and your account may be subject to an adjusted deposit billing.

Florida Power & Light Company
PO Box 025576
Miami, FL 33102

Please have your account number ready when contacting FPL.
Customer service: (561) 994-8227
Outside Florida: 1-800-226-3545
To report power outages: 1-800-4OUTAGE (468-8243)
Hearing/speech impaired: 711 (Relay Service)
Online at: **www.FPL.com**

Saint Andrew's School
Bookstore Charges
August 2012

11987 **Bernstein, Jacob**

Type: Default Charge O Sales: $606.00

Balance: $606.00

Date	Item Lookup Code	Description	Qty	Price	Total
8/12/201					
	9780887277962	Integ Chinese eTextbo Lv1 Pt1!	1	$50.00	$50.00
	9780887277467	Integ Chinese Online Lv1 Pt1!	1	$45.00	$45.00
	9780078651137	Algebra 1-2005 Edition!	1	$100.00	$100.00
	9781583564516	Force and Motion Lab 8th!	1	$10.00	$10.00
	9781583564455	Chemical Interations Lab 8th!	1	$10.00	$10.00
	9781583564219	Electronics Lab 8th!	1	$10.00	$10.00
	1002	1" Blue Binder!	1	$4.50	$4.50
	050362186379	1" Overlay Binder-White!	1	$6.50	$6.50
	043100152002	Wide Ruled Filler Paper!	2	$3.00	$6.00
	043100061908	Mead 5 Star Graph Paper!	2	$6.25	$12.50
	072782230807	Dividers-Plastic!	2	$5.75	$11.50
	070972323544	Spiral Notebook-1 Subject!	2	$4.00	$8.00
	711888432233	Expandable 13 Pocket File-Cle!	1	$7.50	$7.50
	5072	Duo Tang Packet-7th/8th Grade!	1	$4.00	$4.00
	050362186300	1" Overlay Binder-Black!	1	$6.50	$6.50
	072782230807	Dividers-Plastic!	2	$5.75	$11.50
	1001	1" Red Binder!	1	$4.50	$4.50
	079252131053	Ruler 12" Colored#	1	$1.00	$1.00
	071662040123	Crayola Colored Pencils-12!	1	$3.50	$3.50
	071709001919	Glue Stick- Avery Jumbo!	3	$2.50	$7.50
	100	Pen/Pencil $1.00	2	$1.00	$2.00
	150	Pen/Pencil-$1.50	4	$1.50	$6.00
	200	Pen/Pencil $2.00	3	$2.00	$6.00
8/16/201	8395	MS Laptop Sleeve!	1	$20.00	$20.00
	7646	UA-Y Polo Red!	1	$32.00	$32.00
	8162	UA-Y Polo Navy!	1	$32.00	$32.00
	7632	UA-Y Polo Lt Blue!	1	$32.00	$32.00
	7645	UA-Y Polo White!	1	$32.00	$32.00
	8418	Champ-Y WhiteSA Script ArchTs!	1	$15.00	$15.00
	7663	UA-YWhite T White/Bla*	1	$26.00	$26.00
	8382	UA-Y White-NuTechScots Ov Es	1	$23.00	$23.00
	8377	UA-Clipper Shorts Youth Red!	1	$32.00	$32.00
	8391	UA-Y Full Zip Black!	1	$35.00	$35.00
8/17/201	9780078651137	Algebra 1-2005 Edition!	-1	$100.00	($100.00)
8/18/201	10202	UA-Backpack Renegade Black!	1	$55.00	$55.00
8/30/201	9780887276484	Integ Chinese Charact Lv1 Pt1!	1	$30.00	$30.00
8/31/201	071649402005	Master Lock!	1	$8.00	$8.00
		Total	48		$606.00

Kool Ray
AIR CONDITIONING
INCORPORATED
1717 S.W. FIRST WAY, #14 • DEERFIELD BEACH, FLORIDA 33441
Phone (954) 421-2882 • (561) 395-2333
Fax (954) 421-2883

AIR CONDITIONING
SERVICE &
INSTALLATION

INVOICE 47311

Customer No. BERNSS

Bill To:

Simon Bernstein
7020 Lions Head Ln.
Boca Raton, FL 33496

Ship To:

Candice Bernstein
2753 NW 34 St.
Boca Raton, FL 33434

Date	Ship Via	F.O.B.	Terms
08/28/12	Delivered	Origin	Due Upon Receipt

Purchase Order Number	Order Date	Salesperson	Our Order Number
blw dr ln/fix ln R22	08/28/12	SI	bothunit

Required	Shipped / Back.Ord.	U/M	Item Number / Item Description	Taxable / Disc %	Unit Price	Extended Price
1.00	1 / 0.00	EA	FREON R-22 Freon	N	36.00	360.00
1.00	1 / 0.00	EA	WELD Welding Materials	N	35.00	35.00
1	1	EA	NITRO Nitrogen	N	10.00	10.00
1.00	1 / 0.00	EA	LLD3/8 Liquid Line Drier- 3/8	N	30.00	30.00
1.00	1 / 0.00	EA	LAB Labor	N	180.00	180.00
1.00	1 / 0.00	EA	FS Fuel Surcharge	N	5.00	5.00

NonTaxable Subtotal	**620.00**
Taxable Subtotal	**0.00**
Tax	**0.00**
Total	**620.00**

Customer Original

KOOL RAY AIR CONDITIONING, INC.
1717 S.W. First Way #14
DEERFIELD BEACH, FLORIDA 33441

(561) 395-2333
(954) 421-2882

HVAC SERVICE ORDER INVOICE

47311

BILL TO .....

THIS WORK IS TO BE ☐ C.O.D. ☐ CHARGE ☐ NO CHARGE

MAKE	Trane	MAKE	
MODEL	2TTB036A1000AA	MODEL	
SERIAL NUMBER	2204TYG3F	SERIAL NUMBER	

NAME Bernstein
STREET 2753 NW 34 St DATE 8-27-12
CITY Boca Raton PROMISED
PHONE CALL BEFORE ☐ A.M. ☐ P.M.
TECHNICIAN Steve AUTHORIZED BY
WORK TO BE PERFORMED no AC.

QTY.	MATERIALS & SERVICES	UNIT PRICE	AMOUNT
10	REFRIGERANT R-22 LBS.		360 00
	Nitro		10 00
	Welding		35 00
	Liquid Line drier		30 00
	FILTERS x x		
	FILTERS x x		
	BELTS		
	TOTAL MATERIALS		435 -

HRS.	LABOR	RATE	AMOUNT
2	Steve		180 00
	TOTAL LABOR		180 -

MATERIALS & LABOR MAY BE CONTINUED ON OTHER SIDE

I have authority to order the work outlined above which has been satisfactorily completed. I agree that Seller retains title to equipment/materials furnished until final payment is made. If payment is not made as agreed, seller can remove said equipment/materials at Seller's expense. Any damage resulting from said removal shall not be the responsibility of Seller.

CUSTOMER SIGNATURE DATE

ENVIRONMENTAL CHECK LIST

WORK PERFORMED	QTY.	TYPE/DISPOSITION
☐ RECOVERED		
☐ RECYCLED		
☐ RECLAIMED		
☐ RETURNED		
☐ DISPOSAL		
☐ DISMANTLED ☐ CHANGED OUT/REPLACED		TOTAL $

DESCRIPTION OF WORK PERFORMED

found Clogged drain line on bedroom unit blow out drain line and reset Safety Switch found main System out of freon Leak in Copper at Condensing unit. 8-29-12 Repair hole in Copper, replace Liquid Line drier, evacuate System and recharge with R22.

LIMITED WARRANTY: All materials, parts and equipment are warranted by the manufacturers' or suppliers' written warranty only. All labor performed by the above named company is warranted for 30 days or as otherwise indicated in writing. The above named company makes no other warranties, express or implied, and its agents or technicians are not authorized to make any such warranties on behalf of above named company.

☐ REGULAR ☐ WARRANTY
☐ SERVICE CONTRACT

Thank You

WORK PERFORMED

CONDENSING UNIT		COND'SATE DRAINS	
LEVELED		CLEANED MAIN DRAIN	
CLEANED COIL		REPAIRED MAIN DRAIN	
CHECKED CHARGE		CLEANED PAN DRAIN	
REPAIRED LEAK IN COIL		REPAIRED PAN DRAIN	
REPAIRED LEAK IN COPPER	✓	FURN. OR FAN COIL	
# REF.		REPLACED BELT	
CHECKED MOTOR		ADJUSTED BELT	
CHANGED MOTOR		REPLACED PULLEY	
REPLACED BELT		ADJUSTED PULLEY	
ADJUSTED BELT		CLEANED BLOWER	
REPLACED CONTACTOR		REPLACED BEARINGS	
REPL. START. RELAY		OILED MOTOR	
REPL. START. CAPACITOR		OILED BEARINGS	
REPLACED RUN CAPACITOR		CLEANED HEAT EXCH.	
CLEANED OR ADJ. CONTACTOR		REPLACED HEAT EXCH.	
REPAIRED WIRING		CLEANED OR ADJ. PILOT	
REPLACED FUSE		REPLACED THERMOCOUPLE	
REPLACED COMPRESSOR		REPAIRED VALVE	
EVAPORATOR COIL		REPLACED VALVE	
REPLACED EXP. VALVE		CLEANED BURNERS	
ADJUSTED EXP. VALVE		DUCT	
REPLACED CAP. TUBE		REPAIRED	
CLEARED CAP. TUBE		ADJUSTED	
REPAIRED COIL LEAK		THERMOSTAT	
REPAIRED COPPER CONN.		REPLACED	
CLEANED COIL		ADJUSTED	
LEVELED COIL			
ELECT. HTR.		CLG TOWER	
REPLACED LINK		CLEANED	
REPLACED KLIX.			
REPAIRED WIRE		PUMP(S)	
REPLACED CONT.		GREASED	
		REPAIRED	
FILTERS	☐ CLEANED ☐ REPLACED		

TOTAL SUMMARY

TOTAL MATERIALS	435 -
TOTAL LABOR	180 -
TRAVEL CHARGE	5 -
TAX	
TOTAL	620 00

FORM #[illegible]
TS004903

AQUATIC ISLES POOL SERVICE
100 NORTHWEST 4 STREET
BOCA RATON, FLORIDA 33432
PHONE: 561-367-SWIM (7946)
FAX: 561-367- 1422

STATEMENT

09/01/12

ACCT: MM3 BERN V4

BERNSTEIN FAMILY REALTY LLC
7020 LIONSHEAD LN
BOCA RATON FL 33496

RE : 2753 NW 34 STREET

Total Due $ 80.00

Amount Paid: $ _____

PLEASE RETURN THIS PORTION WITH PAYMENT

	PREVIOUS BALANCE	80.00		80.00
08/27/12	PAYMENT CK.#995325 8/27		-80.00	-80.00
	September Service Charge	80.00		80.00

CHARGES DUE UPON RECEIPT.

IF YOU HAVE ANY QUESTIONS, PLEASE CALL (561) 367-7946.
WE ACCEPT VISA, MASTERCARD AND AMERICAN EXPRESS

80.00
PLEASE PAY THIS AMOUNT

Thank You

TS004904

Bernstein

Wells Fargo - Equity Line of Credit

fax Ltrs of Admin 866-249-5074

send Letter

The offices of Tescher & Spallina are representing the Estate of Simon Bernstein - . .

Wells Fargo acct ending 1945

MEMORY TRANSMISSION REPORT

TIME : OCT-10-2012 04:42PM
TEL NUMBER : +5619977308
NAME : TESCHER & SPALLINA

FILE NUMBER : 284

DATE : OCT-10 04:40PM

TO : 18662495074

DOCUMENT PAGES : 003

START TIME : OCT-10 04:40PM

END TIME : OCT-10 04:42PM

SENT PAGES : 003

STATUS : OK

FILE NUMBER : 284 *** SUCCESSFUL TX NOTICE ***

LAW OFFICES
TESCHER & SPALLINA, P.A.

BOCA VILLAGE CORPORATE CENTER I
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FLORIDA 33431

TEL: 561-997-7008
FAX: 561-997-7308
TOLL FREE: 888-997-7008
WWW.TESCHERSPALLINA.COM

ATTORNEYS
DONALD R. TESCHER
ROBERT L. SPALLINA
LAUREN A. GALVANI

SUPPORT STAFF
DIANE DUSTIN
KIMBERLY MORAN
SUANN TESCHER

October 10, 2012

VIA FACSIMILE 866-249-5074
Wells Fargo Bank, N.A.
PO Box 660930
Dallas, TX 75266-0930

Re: Estate of Simon L. Bernstein
Wells Fargo Account # 650 3847519

Dear Sir or Madam:

Attached are the Letters of Administration and a copy of the death certificate for Simon L. Bernstein. The offices of Tescher & Spallina, P.A. are representing the Estate, and Robert L. Spallina and Donald R. Tescher are the co-Personal Representatives.

Should you have any questions, please call me.

Sincerely,

ROBERT L. SPALLINA

RLS/km
Enclosures

LAW OFFICES
TESCHER & SPALLINA, P.A.

BOCA VILLAGE CORPORATE CENTER I
4855 TECHNOLOGY WAY, SUITE 720
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PO Box 660930
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Should you have any questions, please call me.

Sincerely,

ROBERT L. SPALLINA

RLS/km
Enclosures

Account Statement

Statement Date: August 7, 2012
Account Number: 650 3847519
Page 1 of 4
26,846 (CO650)

SHIRLEY BERNSTEIN
SIMON L. BERNSTEIN
7020 LIONS HEAD LN
BOCA RATON FL 33496-5931

Customer Service

Telephone
(1-888-667-6059)

Online Banking
www.wellsfargo.com

Correspondence
Wells Fargo Bank, N.A.
PO Box 4233
Portland, OR 97208-4233

Do not send payment to this address

Payments

By mail
Wells Fargo Bank, N.A.
PO Box 660930
Dallas, Tx 75266-0930

Overnight mail
Wells Fargo Bank, N.A.
Attn: Payment Services
2324 Overland Dr.
Billings, MT 59102-6401

Principal only payments
Wells Fargo Bank, N.A.
PO Box 660931
Dallas, Tx 75266-0931

Equity Line Of Credit

Shirley Bernstein
Simon L. Bernstein
Account Number: 650 3847519

Activity summary

Approved line of credit	$521,000.00
Credit in use	$520,725.75
Available credit	$274.25
Beginning balance owed**	$522,226.21
Ending balance owed**	$522,226.21

*** These balances include unpaid finance charges and other unpaid fees and charges. The Ending balance owed is not a payoff amount. If you want to pay off and close your Home Equity Line of Credit, please contact Customer Service for detailed payoff instructions. Payoffs attempted in other ways may not close the account, resulting in a delay of the release of your collateral.*

WELLS FARGO

Statement Date: August 7, 2012
Account Number: 650 3847519
Page 3 of 4
26,848

Thank you for banking with Wells Fargo.

WELLS FARGO

Statement Date: August 7, 2012
Account Number: 650 3847519

26,847

Payment due

Current payment due	$1,429.01
Late fee due	71.45
Total payment due on Sep 01*	$1,500.46

Your automatic payment is insufficient to cover the total payment due. Please remit the difference of $71.45.
An automatic payment of $1,429.01 will be withdrawn on 09/01/12 from the account you designated.

With interest-only payments, you do not reduce your principal balance unless you voluntarily make principal payments during the interest-only period. At the end of your interest-only period, you will be required to pay all amounts of principal, interest and all other charges in a single balloon payment.

Activity detail

Date effective	Description	Transaction amount	Principal balance*
07/07	Previous Balance		$520,725.75
08/01	Finance Charge/Interest Payment	- $1,429.01	
08/07	Periodic Finance/Interest Charge	$1,429.01	
08/07	Ending Balance		$520,725.75

*Each change in the principal balance is shown.

Summary of Finance Charges

Total Periodic Finance Charge for This Billing Period

Finance Charge for Line Balance at Standard Rate	$1,429.01
Total Periodic Finance Charge	**$1,429.01**

Standard Rate Finance Charge Detail

Effective Date	Number of Days	Corresponding **Annual Percentage Rate**	**Daily Periodic Rate**
07/08	31	3.24%	.008852%

Your rate may vary according to the terms of your agreement. You may pay your balance(s) in full at any time. See back of statement for important information about your credit card and line of credit accounts.

0FS2H008|005842|02|04|0|0|0|0
Aug 15 12 11:38a simon l bernstein 5614873924 p.3
TS004911

Are you interested in...

- Purchasing a home or refinancing your current one? Call us at **1-800-866-0743**
- Getting a student loan? Call us at **1-888-945-5373**
- Optimizing the equity in your home? Call us at **1-866-259-0890**

***For more information on our products and services visit us at* wellsfargo.com**

Line of Credit Information

Each principal balance shown on your statement represents the unpaid amount of the loan advances under your line of credit for that day and each day thereafter until a change in the principal balance is shown. All the Finance Charge that is Interest on Home Equity Line of Credit and the Interest on Personal and Portfolio Line of Credits will be determined as follows:

- Determine the principal balance for each day during this statement period; then
- Multiply the principal balance for each day during this statement period by the daily periodic rate in effect for such day; and
- Add these results

If your account is a Line of Credit with a Fixed Promotional Rate, the above is the method used to calculate your Finance Charge during and after the expiration of the introductory period. Please see your Fixed Promotional Rate offer for further details.

If your Home Equity Line of Credit account is subject to balance based pricing, the daily periodic rate and corresponding annual percentage rate (APR) will be determined each day based on the outstanding balance of your account. The daily periodic rate and corresponding APR applicable to each balance range are shown in the Summary of Finance Charge section on your statement.

If your Home Equity Line of Credit account is subject to a Promotional Discount, your total finance charge for the billing cycle is calculated by subtracting from the above described standard finance charge calculation a Promotional Interest Credit applicable to all Promotional Period Net Advances on your account during the billing cycle. Your "Net Advances" are that portion of each daily balance during the Promotional Period that exceed the principal balance of your account immediately before your Promotional Period began ("Principal Balance before Promotional Advance Period Began"), after adding new advances and subtracting all payments or credits. This Promotional Interest Credit is calculated by adding your Net Advances for each day during the Promotional Period in the billing cycle. If the daily balance is less than the Principal Balance before the Promotional Advance Period Began, the difference between these balances for that day will be subtracted from this calculation. This number is then divided by the number of Promotional Period days in the billing cycle, resulting in your Average Daily Promotional Balance. Your Average Daily Promotional Balance is then multiplied by the number of Promotional Period days in the billing cycle and by the Promotional Interest Credit Average Daily Periodic Rate, resulting in the Promotional Interest Credit. The Promotional Interest Credit is then subtracted from the total finance charge at your standard rate(s) to obtain the total finance charge for the billing cycle.

If your account is a Home Equity Line of Credit it is subject to a promotional discount and is subject to balanced based pricing, your total finance charge will be determined by using the above calculation and applying this calculation to all promotional net advances in the tiers shown on this statement.

Payments received after normal business hours will be credited the following business day. Normal business hours are posted in each office or branch and will be furnished upon request, or may be obtained by calling the Customer Service phone number listed on your statement.

We must receive payment of at least the amount of the Total Payment Due as shown on your billing statement by the Payment Due Date or within the applicable grace period or a late fee will be assessed. Non-electronic payments must be accompanied by the remittance portion of your billing statement, be made by check, and be drawn on a US bank and payable in US dollars.

Payments accepted by Wells Fargo prior to a 5:00 p.m. cut off or branch closing hours via: bank branch, online (using Transfer Tab), ACH, ATM, (on your Home Equity Lines of Credit only), phone or at the remittance address indicated on your billing statement (using the enclosed envelope and payment coupon), will be credited as of the date received. Payments received after the cut off time may be credited as of the next day.

Payments made in any other way may take up to 5 business days to be credited.

What To Do If You Think You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at: Wells Fargo Bank, N.A., P.O. Box 3356, Portland, OR, 97208-3356

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar Amount: The dollar amount of the suspected error.
- Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

Special Rule for Credit Card Purchases. If you have a problem with the quality of goods or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may not have to pay the remaining amount due on the goods or services. You have this protection only when the purchase price was more than $50 and the purchase was made in your home state, or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchases.)

To Dispute or Report Inaccuracies in Information We Have Furnished to a Consumer Reporting Agency about Your Accounts

You have the right to dispute the accuracy of information that Wells Fargo Bank, N.A. has furnished to a consumer reporting agency by writing to us at the appropriate Credit Bureau Disputes address listed below, based on your account type. Please describe the specific information that is inaccurate or in dispute and the basis for the dispute along with all supporting documentation. If you believe the information furnished is the result of identity theft, you will need to provide us with an identity theft report.

For **Home Equity** accounts:
Wells Fargo Bank, N.A.
Attn: Credit Bureau Disputes
PO Box 31557
Billings, MT 59107

For **Personal/Portfolio Line of Credit** accounts:
Wells Fargo Bank, N.A.
Attn: Credit Bureau Disputes Resolution Unit
PO Box 3117
Winston-Salem, NC 27102

Accord and Satisfaction

Payment in Full for Less Than Account Balance Request: We may accept checks marked "Payment in Full" or words of similar effect without losing any of our rights to collect the full balance of your account. If you intend to pay your balance in full on your Personal or Portfolio Line of Credit with an amount less than the total balance owing on your account, you must send your request to us at: Wells Fargo Bank, N.A., Special Payoffs, P.O. Box 93399, Albuquerque, NM 87199-3399.

Authorization for Electronic Check Conversion

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

Opt out procedure: If you choose to opt-out of Wells Fargo clearing your check electronically, you must contact us in writing at the Correspondence only address listed on the front of your statement. You may also call us at the phone number listed on the front of the statement.

Members FDIC.

>0F52N008|005842|04|04|0|0|0|0<

Aug 15 12 11:39a simon l bernstein 5614873924 p.4

TS004912

Diana Banks

From: Messuri, Anthony [AMessuri@cbizgl.com]
Sent: Friday, August 10, 2012 10:32 AM
To: Diana Banks
Cc: Ted Bernstein; Simon Bernstein; DeRosa, Linda; Lewin, Jerry
Subject: Bernstein Family Realty, LLC

Ted 7.

Follow Up Flag: Follow up
Due By: Monday, August 13, 2012 11:00 AM
Flag Status: Flagged

Diana,

In preparing the year end accounting and tax return for Bernstein Family Investments LLLP, we have found a $30,000 loan to Bernstein Family Realty, LLC. To our knowledge has been dormant since its inception in 2008, however this transaction makes it active.

Therefore, we will need the following information for Bernstein Family Realty, LLC:

- Copies of all 2011 bank statements:
- Copy of either the cancelled checks or check register for 2011:
- Source of any deposits made:
- Copy of the operating agreement
- Schedule of ownership %

If this entity is owned 100% by Simon then there is no need to prepare a separate partnership tax return; instead the activity will be reported on Simon's personal return.

If you have any questions please give me a call.

Thanks

Anthony Messuri, E.A.
Supervisor

Anthony Messuri, E.A. | Supervisor
CBIZ MHM, LLC
1675 N. Military Trail
5th Floor
Boca Raton, FL 33486
p: 561-994-5050
f: 561-241-0071
e: amessuri@cbizgl.com

Connect with me
www.cbiz.com and www.mhm-pc.com
Visit our new website!

Bernstein, Estate of Simon 11187.006
American General Life Ins. UD000166N

American General
Life Companies

Insurance Service Center for:
The United States Life Insurance Company in the City of New York

January 14, 2013

ROBERT SPALLINA
4855 TECHNOLOGY WAY STE 720
BOCA RATON, FL 33431

Contract Number: UD000166N
Insured: SIMON L BERNSTEIN

Dear Robert Spallina:

Please accept our condolences for your loss. We have completed the processing of the claim for the above named contract. Our check in the amount of $50,800.08 representing the benefit due will be sent under separate cover.

FACE AMOUNT	$50,000.00
INTEREST 8.00%	800.08
TOTAL PAYABLE	$50,800.08

Family members that have an active contract through our company should review their beneficiary designation and make any necessary changes. Our Customer Service Department is available for assistance at 800-231-3655.

We appreciate the opportunity to be of service to you during this time. If we may be of further assistance, please contact our office.

Sincerely,

INDIVIDUAL CLAIMS DEPARTMENT

Enclosure(s)
IL STATE REGULATIONS

U40DA36

0A8

ILLINOIS DEPARTMENT OF INSURANCE

Part 919 of the Rules of the Illinois Department of Insurance requires that our company advise you that if you wish to take this matter up with the Illinois Department of Insurance, it maintains a Consumer Division in Chicago at 100 W. Randolph Street, Suite 15-100, Chicago, Illinois 60601 and in Springfield at 320 West Washington Street, Springfield, Illinois 62767.

LAW OFFICES
TESCHER & SPALLINA, P.A.

BOCA VILLAGE CORPORATE CENTER I
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FLORIDA 33431

TEL: 561-997-7008
FAX: 561-997-7308
TOLL FREE: 888-997-7008
WWW.TESCHERSPALLINA.COM

ATTORNEYS
DONALD R. TESCHER
ROBERT L. SPALLINA
LAUREN A. GALVANI

SUPPORT STAFF
DIANE DUSTIN
KIMBERLY MORAN
SUANN TESCHER

January 3, 2013

Individual Claims Department
American General Life Insurance Company
2727 A Allen Parkway
Houston, TX 77019

Attn: Claims

Re: Insured: Simon L. Bernstein
Contract No.: UD000166N

Gentlemen:

As requested in your letter dated December 28, 2012, we are returning the Claimant's Statement executed by the undersigned as co-Personal Representative of the estate of Simon L. Bernstein. Please proceed to process the insurance claim.

Very truly yours,

DONALD R. TESCHER

DRT/dd

Enclosure

American General
Life Companies

Insurance Service Center for:
The United States Life Insurance Company in the City of New York

December 28, 2012

ROBERT SPALLINA
4855 TECHNOLOGY WAY STE 720
BOCA RATON, FL 33431-3351

Contract Number: UD000166N
Insured: SIMON L BERNSTEIN

Dear Robert Spallina:

We recently received your request for a claim on the above referenced account. However, additional information will be required to complete your request. For your convenience we are sending you additional information to help you in finalizing the claim process.

To release the proceeds on this policy, we will need the following:

- The signature of Donald R Tescher, Co-Personal Representative on the Proof of Death Claimant Statement. We have enclosed a copy of the form for your convenience.

Once all requirements are received, payment is generally processed within 10 days.

If you should have any questions regarding this information or forms, please do not hesitate to contact our office at 1.800.487.5433.

Sincerely,

INDIVIDUAL CLAIMS DEPARTMENT

Enclosure(s)
IL STATE REGULATIONS

U40DA36

American General
Life Companies

Proof of Death
Claimant's Statement

American General Life Insurance Company (AGL)
American General Life Insurance Company of Delaware (AGLDE)
The United States Life Insurance Company in the City of New York (USL)
Service Center: P.O. Box 4443 • Houston, TX 77210-4443 • 800.231.3655
Overnight mailing: 2727 A Allen Pkwy • Attn: Claims • Houston, TX 77019

To Be Completed By The Beneficiary *(please print)*

I DECEASED

DECEASED FULL NAME (include middle name) – List other hyphenations, nicknames, aliases and/or maiden names used by deceased in the past
Simon Leon Bernstein

DATE OF BIRTH	CAUSE OF DEATH	DATE OF DEATH
12-02-1935	natural causes	09-13-12

POLICIES DECEASED HELD:

POLICY NUMBER	POLICY NUMBER	POLICY NUMBER	POLICY NUMBER
UD000166N			

I hereby certify that the policy of insurance for the listed policy is ☐ ENCLOSED ☐ LOST ☐ DESTROYED

II CLAIMANT

CLAIMANT'S NAME	DATE OF BIRTH	RELATIONSHIP TO DECEASED
Robert Spallina, Personal Representative for the Estate of Simon Bernstein	06/09/1965	attorney and personal representative of the Estate

ADDRESS	CITY	STATE	ZIP	TELEPHONE NO.
4855 Technology Way Suite 720	Boca Raton	FL	33431	(561) 997-7008

EMAIL ADDRESS	ALT NO.
rspallina@tescherspallina.com	( )

Have you given the Funeral Home an Assignment to collect any amount due under this claim? ☐ YES ☐ NO If yes, what amount? $ _____ (Attach copy of assignment)

How do you want proceeds paid?
☐ **Lump Sum - Instant Access Account**
If proceeds are paid by the Instant Access Account, a check may be written for the full amount as soon as the Welcome Kit is received. Not available for amounts less than $10,000. Not available in all states. Please review the claim letter for important information about the Account.
☑ **Lump Sum - Settlement check**
☐ **Settlement Option** - As described in the insurance policy. If Option, give details _____

I have read and I understand the important Fraud disclosure information located on page 3 of this form.

AUTHORIZATION REGARDING _____ ("Insured")
I, the Claimant / Legal Representative of the Insured authorize each insurance company listed above and American General Life Companies LLC (an affiliate services company) (collectively, the "Company") and their authorized representatives including their employees and agents, to provide information to, and, to receive information from, MIB Inc., which operates an information exchange that assists insurance companies with benefit administration, claims, and fraud prevention and detection activities. The authorization will be valid for the duration of the claim or 24 months, whichever is longer. I understand that I may revoke it by giving written notice to the Company, but any action taken by the Company before receipt of such notice will be valid. I acknowledge that I am entitled to obtain a copy of the authorization and a copy will be as valid as the original.

PLEASE SIGN HERE Signature of Claimant/Legal Representative of the Insured. ROBERT L. SPALLINA DONALD R. TESCHER Printed Name 11/1/12 Date

III TAXPAYER I.D. NO.

Enter the claimant's taxpayer identification number in the appropriate box. For most individuals this is your social security number. CLAIMANT'S S.S. NO OR TAX I.D. NO. 30-6329442

Note: If the Social Security number or Tax I.D. number is not provided, and backup withholding is applicable, taxes will be withheld from the proceeds.

CERTIFICATION: Under penalties of perjury, I certify: (1) that the number shown on this claim form is my correct social security (or taxpayer identification) number and (2) that I am not subject to backup withholding under Section 3406(a)(1)(C) of the Internal Revenue Code. The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

PLEASE SIGN HERE CLAIMANT'S SIGNATURE 11/1/12 DATE

IV MAILING

Use this section to provide alternative mailing address if different than above.

L2843 Rev0710

TS004919

12/24/2012 12:07 00279997 5853

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF

SIMON L. BERNSTEIN,

Deceased.

PROBATE DIVISION

File No. 502012CP004391 XXXXSB

IZ

2012 OCT -2 AM 9:31
SHARON R. BOCK
CLERK OF COURT
PALM BEACH COUNTY, FL
SOUTH CITY BRANCH FILED

LETTERS OF ADMINISTRATION

TO ALL WHOM IT MAY CONCERN

WHEREAS, Simon L. Bernstein, a resident of Palm Beach County, died on September 13, 2012, owning assets in the State of Florida, and

WHEREAS, Robert L. Spallina and Donald R. Tescher have been appointed as co-Personal Representatives of the Estate of the decedent and has performed all acts prerequisite to issuance of Letters of Administration in the estate,

NOW, THEREFORE, I, the undersigned Circuit Judge, declare Robert L. Spallina and Donald R. Tescher as duly qualified under the laws of the State of Florida to act as co-Personal Representatives of the Estate of Simon L. Bernstein, deceased, with full power to administer the estate according to law; to ask, demand, sue for, recover and receive the property of the decedent; to pay the debts of the decedent as far as the assets of the estate will permit and the law directs; and to make distribution of the estate according to law.

DONE and ORDERED in Chambers at Delray, Palm Beach County, Florida, on this 2 day of Oct, 2012.

Estate must be closed 12 months from the date of order

Circuit Judge

STATE OF FLORIDA · PALM BEACH COUNTY
I hereby certify that the foregoing is a true copy as recorded in my office and the same is in full force and effect.
THIS 2 DAY OF Oct, 2012
SHARON R. BOCK
CLERK & COMPTROLLER
By DEPUTY CLERK

Bar Form No. P-3.0420
© Florida Lawyers Support Services, Inc.
Text Revised October 1, 1998

American General
Life Companies

Insurance Service Center for:
The United States Life Insurance Company in the City of New York

December 28, 2012

ROBERT SPALLINA
4855 TECHNOLOGY WAY STE 720
BOCA RATON, FL 33431-3351

Contract Number: UD000166N
Insured: SIMON L BERNSTEIN

Dear Robert Spallina:

We recently received your request for a claim on the above referenced account. However, additional information will be required to complete your request. For your convenience we are sending you additional information to help you in finalizing the claim process.

To release the proceeds on this policy, we will need the following:

- The signature of Donald R Tescher, Co-Personal Representative on the Proof of Death Claimant Statement. We have enclosed a copy of the form for your convenience.

Once all requirements are received, payment is generally processed within 10 days.

If you should have any questions regarding this information or forms, please do not hesitate to contact our office at 1.800.487.5433.

Sincerely,

INDIVIDUAL CLAIMS DEPARTMENT

Enclosure(s)
IL STATE REGULATIONS

U40DA36

ILLINOIS DEPARTMENT OF INSURANCE

Part 919 of the Rules of the Illinois Department of Insurance requires that our company advise you that if you wish to take this matter up with the Illinois Department of Insurance, it maintains a Consumer Division in Chicago at 100 W. Randolph Street, Suite 15-100, Chicago, Illinois 60601 and in Springfield at 320 West Washington Street, Springfield, Illinois 62767.

LAW OFFICES
TESCHER & SPALLINA, P.A.

BOCA VILLAGE CORPORATE CENTER I
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FLORIDA 33431

TEL: 561-997-7008
FAX: 561-997-7308
TOLL FREE: 888-997-7008
WWW.TESCHERSPALLINA.COM

ATTORNEYS
DONALD R. TESCHER
ROBERT L. SPALLINA
LAUREN A. GALVANI

SUPPORT STAFF
DIANE DUSTIN
KIMBERLY MORAN
SUANN TESCHER

December 21, 2012

VIA FEDERAL EXPRESS
Individual Claims Department
American General Life Insurance Company
2727 A Allen Parkway
Attn: Claims
Houston, TX 77019

Re: Insured: Simon L. Bernstein
Contract No.: UD000166N

Dear Sir or Madam:

Enclosed is a copy of the Certified death certificate stating cause of death for Simon Bernstein, as requested by your letter dated December 6, 2012. We are also enclosing a signed Proof of Death Claimant's Certificate, a certified copy of the Last Will of Simon Bernstein, and a certified copy of the Letters of Administration showing me and Donald R. Tescher as co-Personal Representatives of the Estate.

If you have any questions with regard to the foregoing, please do not hesitate to contact me.

Sincerely,

ROBERT L. SPALLINA

RLS/km

Enclosures

STATE OF FLORIDA

THIS DOCUMENT HAS A LIGHT BACKGROUND ON TRUE WATERMARKED PAPER. HOLD TO LIGHT TO VERIFY FLORIDA WATERMARK.

OFFICE of VITAL STATISTICS

CERTIFICATION OF DEATH

STATE FILE NUMBER: 2012256765

DATE ISSUED: December 20, 2012

STATE FILE DATE: September 17, 2012

DECEDENT INFORMATION

NAME: **SIMON LEON BERNSTEIN**

DATE OF DEATH: **September 13, 2012** SEX: **MALE** SSN: **371-32-5211** AGE: **076 YEARS**

DATE OF BIRTH: **December 2, 1935** BIRTHPLACE: **FLINT, MICHIGAN**

PLACE OF DEATH: **INPATIENT**

FACILITY NAME OR STREET ADDRESS: **DELRAY MEDICAL CENTER**

LOCATION OF DEATH: **DELRAY BEACH, PALM BEACH COUNTY**

SURVIVING SPOUSE, DECEDENT'S RESIDENCE AND HISTORY INFORMATION

MARITAL STATUS: **WIDOWED**

SPOUSE: **NONE**

RESIDENCE: **7020 LIONS HEAD LANE, BOCA RATON, FLORIDA 33496** COUNTY: **PALM BEACH**

OCCUPATION, INDUSTRY: **SALES, LIFE INSURANCE**

RACE: _X_ White ___Black or African American ___Asian Indian ___Chinese ___Filipino ___Native Hawaiian ___Japanese ___Korean
___American Indian or Alaskan Native--Tribe: ___Vietnamese ___Other Asian:
___Guamian or Chamorro ___Samoan ___Other Pacific Isl: ___Other: ___Unknown

HISPANIC OR HAITIAN ORIGIN? **NO, NOT OF HISPANIC/HAITIAN ORIGIN**

EDUCATION: **HIGH SCHOOL GRADUATE OR GED** EVER IN U.S. ARMED FORCES? **NO**

PARENTS AND INFORMANT INFORMATION

FATHER: **THEODORE BERNSTEIN**

MOTHER: **NORA UNKNOWN**

INFORMANT: **TED STUART BERNSTEIN**

RELATIONSHIP TO DECEDENT: **SON**

INFORMANT'S ADDRESS: **880 Berkley Street, BOCA RATON, FLORIDA 33487**

PLACE OF DISPOSITION AND FUNERAL FACILITY INFORMATION

PLACE OF DISPOSITION: **THE GARDENS MEMORIAL PARK**
BOCA RATON, FLORIDA

METHOD OF DISPOSITION: **ENTOMBMENT**

FUNERAL DIRECTOR/LICENSE NUMBER: **GARRETT JACOBS, F019844**

FUNERAL FACILITY: **BOCA RATON FUNERAL HOME F040152**
19785 HAMPTON DRIVE, BOCA RATON, FLORIDA 33434

CERTIFIER INFORMATION

TYPE OF CERTIFIER: **MEDICAL EXAMINER** MEDICAL EXAMINER CASE NUMBER: **121500913**

TIME OF DEATH (24 hr) **0227**

CERTIFIER'S NAME: **MICHAEL D BELL**

CERTIFIER'S LICENSE NUMBER: **ME54359**

NAME OF ATTENDING PHYSICIAN (If other than Certifier): **NOT APPLICABLE**

CAUSE OF DEATH AND INJURY INFORMATION

PROBABLE MANNER OF DEATH: **NATURAL**

CAUSE OF DEATH - PART I - and Approximate Interval: Onset to Death:

a **MYOCARDIAL INFARCT**

b **SEVERE CORONARY ATHEROSCLEROSIS**

c

d

PART II - Other significant conditions contributing to death but not resulting in the underlying cause given in PART I:
BRONCHOPNEUMONIA, CIRRHOSIS

AUTOPSY PERFORMED? **YES** AUTOPSY FINDINGS AVAILABLE TO COMPLETE CAUSE OF DEATH? **YES**

DATE OF SURGERY: DID TOBACCO USE CONTRIBUTE TO DEATH? **NO**

REASON FOR SURGERY:

IF FEMALE, WAS SHE PREGNANT WITHIN THE PAST YEAR? **NOT APPLICABLE**

DATE OF INJURY: **NOT APPLICABLE** TIME OF INJURY (24 hr): INJURY AT WORK?

LOCATION OF INJURY:

DESCRIBE HOW INJURY OCCURRED:

PLACE OF INJURY:

IF TRANSPORTATION INJURY, Status of Decedent: Type of Vehicle:

C. Meade Jr.

,State Registrar REQ: **2013376149**

THE ABOVE SIGNATURE CERTIFIES THAT THIS IS A TRUE AND CORRECT COPY OF THE OFFICIAL RECORD ON FILE IN THIS OFFICE.

WARNING: THIS DOCUMENT IS PRINTED OR PHOTOCOPIED ON SECURITY PAPER WITH WATERMARKS OF THE GREAT SEAL OF THE STATE OF FLORIDA. DO NOT ACCEPT WITHOUT VERIFYING THE PRESENCE OF THE WATERMARKS. THE DOCUMENT FACE CONTAINS A MULTICOLORED BACKGROUND, GOLD EMBOSSED SEAL, AND THERMOCHROMIC FL. THE BACK CONTAINS SPECIAL LINES WITH TEXT. THIS DOCUMENT WILL NOT PRODUCE A COLOR COPY.

DH FORM 1947 (11/11)

CERTIFICATION OF VITAL RECORD

FLORIDA DEPARTMENT OF HEALTH

TS004924

VOID IF ALTERED OR ERASED

VOID IF ALTERED OR ERASED

WILL OF

SIMON L. BERNSTEIN

COPY
SOUTH COUNTY BRANCH OFFICE
ORIGINAL RECEIVED
OCT - 2 2012
SHARON R. BOCK
CLERK & COMPTROLLER
PALM BEACH COUNTY

Prepared by:

Tescher & Spallina, P.A.
4855 Technology Way, Suite 720, Boca Raton, Florida 33431
(561) 997-7008
www.tescherspallina.com

LAW OFFICES
TESCHER & SPALLINA, P.A.

WILL OF

SIMON L. BERNSTEIN

I, SIMON L. BERNSTEIN, of Palm Beach County, Florida, hereby revoke all my prior Wills and Codicils and make this Will. I am a widower, but in the event that I marry subsequent to the execution of this Will, I specifically make no provision for my spouse. My children are TED S. BERNSTEIN, PAMELA B. SIMON, ELIOT BERNSTEIN, JILL IANTONI and LISA S. FRIEDSTEIN.

ARTICLE I. TANGIBLE PERSONAL PROPERTY

I give such items of my tangible personal property to such persons as I may designate in a separate written memorandum prepared for this purpose. I give to my children who survive me, divided among them as they agree, or if they fail to agree, divided among them by my Personal Representatives in as nearly equal shares as practical my personal effects, jewelry, collections, household furnishings and equipment, automobiles and all other non-business tangible personal property other than cash, not effectively disposed of by such memorandum, and if no child of mine survives me, this property shall pass with the residue of my estate.

ARTICLE II. EXERCISE OF POWER OF APPOINTMENT

Under Subparagraph E.1. of Article II. of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008, (the "***Shirley Trust***"), I was granted a special power of appointment upon my death to direct the disposition of the remaining assets of the Marital Trust and the Family Trust established under the Shirley Trust. Pursuant to the power granted to me under the Shirley Trust, upon my death, I hereby direct the then serving Trustees of the Marital Trust and the Family Trust to divide the remaining trust assets into equal shares for my then living grandchildren and distribute said shares to the then serving Trustees of their respective trusts established under Subparagraph II.B. of my Existing Trust, as referenced below, and administered pursuant to Subparagraph II.C. thereunder.

ARTICLE III. RESIDUE OF MY ESTATE

I give all the residue of my estate, including my homestead, to the Trustee then serving under my revocable Trust Agreement dated May 20, 2008, as amended and restated from time to time and on even date herewith (the "***Existing Trust***"), as Trustee without bond, but I do not exercise any powers of appointment held by me except as provided in Article II., above, and in the later paragraph titled "Death Costs." The residue shall be added to and become a part of the Existing Trust, and shall be held under

the provisions of said Agreement in effect at my death, or if this is not permitted by applicable law or the Existing Trust is not then in existence, under the provisions of said Agreement as existing today. If necessary to give effect to this gift, but not otherwise, said Agreement as existing today is incorporated herein by reference.

ARTICLE IV. PERSONAL REPRESENTATIVES

1. **Appointment and Bond.** I appoint ROBERT L. SPALLINA and DONALD R. TESCHER to serve together as my co-Personal Representatives, or either of them alone as Personal Representative if either of them is unable to serve (the "***fiduciary***"). Each fiduciary shall serve without bond and have all of the powers, privileges and immunities granted to my fiduciary by this Will or by law, provided, however, that my fiduciary shall exercise all powers in a fiduciary capacity.

2. **Powers of Personal Representatives.** My fiduciary may exercise its powers without court approval. No one dealing with my fiduciary need inquire into its authority or its application of property. My fiduciary shall have the following powers:

a. Investments. To sell or exchange at public or private sale and on credit or otherwise, with or without security, and to lease for any term or perpetually, any property, real and personal, at any time forming a part of my probate estate (the "***estate***"); to grant and exercise options to buy or sell; to invest or reinvest in real or personal property of every kind, description and location; and to receive and retain any such property whether originally a part of the estate, or subsequently acquired, even if a fiduciary is personally interested in such property, and without liability for any decline in the value thereof; all without limitation by any statutes or judicial decisions, whenever enacted or announced, regulating investments or requiring diversification of investments.

b. Distributions or Divisions. To distribute directly to any beneficiary who is then entitled to distribution under the Existing Trust; to make any division or distribution pro rata or non-pro rata, in cash or in kind; and to allocate undivided interests in property and dissimilar property (without regard to its tax basis) to different shares, and to make any distribution to a minor or any other incapacitated person directly to such person, to his or her legal representative, to any person responsible for or assuming his or her care, or in the case of a minor to an adult person or an eligible institution (including a fiduciary) selected by my fiduciary as custodian for such minor under the Uniform Transfers to Minors Act or similar provision of law. The receipt of such payee is a complete release to the fiduciary.

c. Management. To manage, develop, improve, partition or change the character of or abandon an asset or interest in property at any time; and to make ordinary and extraordinary repairs, replacements, alterations and improvements, structural or otherwise.

d. Borrowing. To borrow money from anyone on commercially reasonable terms, including a fiduciary, beneficiaries and other persons who may have a direct or indirect interest in the

estate; and to mortgage, margin, encumber and pledge real and personal property of the estate as security for the payment thereof, without incurring any personal liability thereon and to do so for a term within or extending beyond the terms of the estate and to renew, modify or extend existing borrowing on similar or different terms and with the same or different security without incurring any personal liability; and such borrowing from my fiduciary may be with or without interest, and may be secured with a lien on the estate assets or any beneficiary's interest in said assets.

e. Lending. To extend, modify or waive the terms of any obligation, bond or mortgage at any time forming a part of the estate and to foreclose any such mortgage; accept a conveyance of encumbered property, and take title to the property securing it by deed in lieu of foreclosure or otherwise and to satisfy or not satisfy the indebtedness securing said property; to protect or redeem any such property from forfeiture for nonpayment of taxes or other lien; generally, to exercise as to such bond, obligation or mortgage all powers that an absolute owner might exercise; and to loan funds to beneficiaries at commercially reasonable rates, terms and conditions.

f. Abandonment of Property. To abandon any property or asset when it is valueless or so encumbered or in such condition that it is of no benefit to the estate. To abstain from the payment of taxes, liens, rents, assessments, or repairs on such property and/or permit such property to be lost by tax sale, foreclosure or other proceeding or by conveyance for nominal or no consideration to anyone including a charity or by escheat to a state; all without personal liability incurred therefor.

g. Real Property Matters. To subdivide, develop or partition real estate; to dedicate the same to public use; to make or obtain the location of any plats; to adjust boundaries; to adjust differences in valuations on exchange or partition by giving or receiving consideration; and, to grant easements with or without consideration as they may determine; and to demolish any building, structures, walls and improvements, or to erect new buildings, structures, walls and improvements and to insure against fire and other risks.

h. Claims. To enforce, compromise, adjust, arbitrate, release or otherwise settle or pay any claims or demands by or against the estate.

i. Business Entities. To deal with any business entity or enterprise even if a fiduciary is or may be a fiduciary of or own interests in said business entity or enterprise, whether operated in the form of a corporation, partnership, business trust, limited liability company, joint venture, sole proprietorship, or other form (all of which business entities and enterprises are referred to herein as "***Business Entities***"). I vest the fiduciary with the following powers and authority in regard to Business Entities:

i. To retain and continue to operate a Business Entity for such period as the fiduciary deems advisable;

ii. To control, direct and manage the Business Entities. In this connection, the fiduciary, in its sole discretion, shall determine the manner and extent of its active participation in the

operation and may delegate all or any part of its power to supervise and operate to such person or persons as the fiduciary may select, including any associate, partner, officer or employee of the Business Entity;

iii. To hire and discharge officers and employees, fix their compensation and define their duties; and similarly to employ, compensate and discharge agents, attorneys, consultants, accountants, and such other representatives as the fiduciary may deem appropriate; including the right to employ any beneficiary or fiduciary in any of the foregoing capacities;

iv. To invest funds in the Business Entities, to pledge other assets of the estate or a trust as security for loans made to the Business Entities, and to lend funds from my estate or a trust to the Business Entities;

v. To organize one or more Business Entities under the laws of this or any other state or country and to transfer thereto all or any part of the Business Entities or other property of my estate or a trust, and to receive in exchange such stocks, bonds, partnership and member interests, and such other securities or interests as the fiduciary may deem advisable;

vi. To treat Business Entities as separate from my estate or a trust. In a fiduciary's accounting to any beneficiary, the fiduciary shall only be required to report the earnings and condition of the Business Entities in accordance with standard business accounting practice;

vii. To retain in Business Entities such net earnings for working capital and other purposes of the Business Entities as the fiduciary may deem advisable in conformity with sound business practice;

viii. To sell or liquidate all or any part of the Business Entities at such time and price and upon such terms and conditions (including credit) as the fiduciary may determine. My fiduciary is specifically authorised and empowered to make such sale to any person, including any partner, officer, or employee of the Business Entities, a fiduciary, or to any beneficiary; and

ix. To guaranty the obligations of the Business Entities, or pledge assets of the estate or a trust to secure such a guaranty.

j. Life Insurance. With respect to any life insurance policies constituting an asset of the estate to pay premiums; to apply dividends in reduction of such premiums; to borrow against the cash values thereof; to convert such policies into other forms of insurance including paid-up insurance; to exercise any settlement options provided in any such policies; to receive the proceeds of any policy upon its maturity and to administer such proceeds as a part of the principal of the estate or trust; and in general, to exercise all other options, benefits, rights and privileges under such policies; provided, however, no fiduciary other than a sole fiduciary may exercise any incidents of ownership with respect to policies of insurance insuring the fiduciary's own life.

k. Reimbursement. To reimburse itself from the estate for all reasonable expenses incurred in the administration thereof.

l. Voting. To vote and give proxies, with power of substitution to vote, stocks, bonds and other securities, or not to vote a security.

m. Ancillary Administration. To appoint or nominate, and replace with or without cause, any persons or corporations, including itself, as ancillary administrators to administer property in other jurisdictions, with the same powers, privileges and immunities as my fiduciary and without bond.

n. Tax Elections. To file tax returns, and to exercise all tax-related elections and options at their discretion, without compensating adjustments or reimbursements between any accounts or any beneficiaries.

3. **Survivorship.** A beneficiary is not deemed to survive me unless he or she survives me by five days.

4. **Death Costs.** My fiduciary shall pay (a) from the residuary estate my debts which are allowed as claims against my estate, (b) from the residuary estate my funeral expenses without regard to legal limitations, (c) from the residuary estate the expenses of administering my estate and (d) from the residuary estate other than the portion of the residuary estate qualifying for the marital deduction under the laws then in effect, without apportionment, all estate, inheritance and succession taxes (excluding generation-skipping taxes other than with respect to direct skips), and interest and penalties thereon, due because of my death and attributable to all property whether passing under this Will or otherwise and not required by the terms of the Existing Trust to be paid out of said trust. However, such taxes, penalties and interest payable out of my residuary estate shall not include taxes, penalties and interest attributable to (i) property over which I have a power of appointment granted to me by another person, (ii) qualified terminable interest property held in a trust of which I was the income beneficiary at the time of my death (other than qualified terminable interest property held in a trust for which an election was made under Code Section 2652(a)(3)), and (iii) life insurance proceeds on policies insuring my life which proceeds are not payable to my probate estate. My fiduciary shall not be reimbursed for any such payment from any person or property. However, my fiduciary in its discretion may direct that part or all of said death costs shall be paid by my Trustee as provided in the Existing Trust, and shall give such direction to the extent necessary so that the gifts made in Article I of this Will and the gifts made in any codicil hereto shall not be reduced by said death costs. If the amount of the above-described taxes, and interest and penalties arising by reason of my death (without regard to where payable from under the terms of this paragraph or applicable law) is increased because of the power of appointment granted to me under Subparagraph II.E.1. of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008, I hereby appoint to my probate estate from the property subject to such power (to the extent allowable under such power) the amount of such increase (calculating such increase at the highest applicable marginal rates) and exercise such power to this extent only, and notwithstanding the other provisions of this paragraph further direct my fiduciary to make payment of such increase in taxes,

interest and penalties to the appropriate taxing authorities from the appointed property or the proceeds thereof . Any trustee holding such appointive property may pay to my fiduciary the amount which my fiduciary certifies as due under this paragraph and is not responsible for the correctness or application of amounts so paid.

5. **Reimbursement for Debts and Expenses**. My fiduciary shall promptly reimburse my friends and members of my family who have disbursed their own funds for the payment of any debts, funeral expenses or costs of administration of my estate.

6. **Expenses of Handling Tangible Personal Property**. All expenses incurred by my fiduciary during the settlement of my estate in appraising, storing, packing, shipping, delivering or insuring an article of tangible personal property passing under this Will shall be charged as an expense of administering my estate.

7. **Dealing with Estate**. Each fiduciary may act under this Will even if interested in my estate in an individual capacity, as a fiduciary of another estate or trust (including any trust identified in this Will or created under the Existing Trust) or in any other capacity. Each fiduciary may in good faith buy from, sell to, lend funds to or otherwise deal with my estate.

8. **Spouse**. The term "*spouse*" herein means, as to a designated individual, the person to whom that individual is from time to time married.

9. **Other Beneficiary Designations**. Except as otherwise explicitly and with particularity provided herein, (a) no provision of this Will shall revoke or modify any beneficiary designation of mine made by me and not revoked by me prior to my death under any individual retirement account, other retirement plan or account, or annuity or insurance contract, (b) I hereby reaffirm any such beneficiary designation such that any assets held in such account, plan, or contract shall pass in accordance with such designation, and (c) regardless of anything herein to the contrary, any of such assets which would otherwise pass pursuant to this Will due to the beneficiary designation not having met the requirements for a valid testamentary disposition under applicable law or otherwise shall be paid as a gift made hereunder to the persons and in the manner provided in such designation which is incorporated herein by this reference.

[remainder of page intentionally left blank]

I have published and signed this instrument as my Will at Boca Raton, Florida, on the 24 day of July, 2012.

SIMON L. BERNSTEIN

This instrument, consisting of this page numbered 7 and the preceding typewritten pages, was signed, sealed, published and declared by the Testator to be the Testator's Will in our presence, and at the Testator's request and in the Testator's presence, and in the presence of each other, we have subscribed our names as witnesses at Boca Raton, Florida on this 27 day of July, 2012.

[Witness Signature] residing at ROBERT L. SPALLINA
7387 WISTERIA AVENUE
PARKLAND, FL 33076
[Witness Address]

[Witness Address]

[Witness Signature] residing at Kimberly Moran
6362 Las Flores Drive
Boca Raton, FL 33433
[Witness Address]

[Witness Address]

State Of Florida

SS.

County Of Palm Beach

I, SIMON L. BERNSTEIN, declare to the officer taking my acknowledgment of this instrument, and to the subscribing witnesses, that I signed this instrument as my will.

SIMON L. BERNSTEIN, Testator

We, Robert L. Spallina and Kimberly Moran, have been sworn by the officer signing below, and declare to that officer on our oaths that the Testator declared the instrument to be the Testator's will and signed it in our presence and that we each signed the instrument as a witness in the presence of the Testator and of each other.

Witness

Kimberly Moran

Witness

Acknowledged and subscribed before me, by the Testator, SIMON L. BERNSTEIN, who is personally known to me or who has produced _____ (*state type of identification*) as identification, and sworn to and subscribed before me by the witnesses, Robert L. Spallina, who is personally known to me or who has produced _____ (*state type of identification*) as identification, and Kimberly Moran, who is personally known to me or who has produced _____ (*state type of identification*) as identification, and subscribed by me in the presence of SIMON L. BERNSTEIN and the subscribing witnesses, all on this 25 day of July, 2012.

Signature - Notary Public-State of Florida

[Seal with Commission Expiration Date]

NOTARY PUBLIC-STATE OF FLORIDA
Lindsay Baxley
Commission # EE092282
Expires: MAY 10, 2015
BONDED THRU ATLANTIC BONDING CO., INC.

Lindsay Baxley

Print, type or stamp name of Notary Public

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF

SIMON L. BERNSTEIN,

Deceased.

PROBATE DIVISION

File No. 502012CP004391XXXXSB

IZ

SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CITY BRANCH-FILED

12 OCT -2 AM 9:31

LETTERS OF ADMINISTRATION

TO ALL WHOM IT MAY CONCERN

WHEREAS, Simon L. Bernstein, a resident of Palm Beach County, died on September 13, 2012, owning assets in the State of Florida, and

WHEREAS, Robert L. Spallina and Donald R. Tescher have been appointed as co-Personal Representatives of the Estate of the decedent and has performed all acts prerequisite to issuance of Letters of Administration in the estate,

NOW, THEREFORE, I, the undersigned Circuit Judge, declare Robert L. Spallina and Donald R. Tescher as duly qualified under the laws of the State of Florida to act as co-Personal Representatives of the Estate of Simon L. Bernstein, deceased, with full power to administer the estate according to law; to ask, demand, sue for, recover and receive the property of the decedent; to pay the debts of the decedent as far as the assets of the estate will permit and the law directs; and to make distribution of the estate according to law.

DONE and ORDERED in Chambers at Delray, Palm Beach County, Florida, on this 2 day of Oct, 2012.

Estate must be closed 12 months from the date of order

Circuit Judge

STATE OF FLORIDA · PALM BEACH COUNTY
I hereby certify that the foregoing is a true copy as recorded in my office and the same is in full force and effect.
THIS 2 DAY OF Oct, 2012
SHARON R. BOCK
CLERK & COMPTROLLER
By DEPUTY CLERK

Bar Form No. P-3.0420
© Florida Lawyers Support Services, Inc.
Text Revised October 1, 1998

American General
Life Companies

Insurance Service Center for:
The United States Life Insurance Company in the City of New York

December 06, 2012

ROBERT SPALLINA
BOCA VILLAGE CORPORATE CENTER 1
4855 TECHNOLOGY WAY STE 720
BOCA RATON, FL 33431-3351

Contract Number: UD000166N
Insured: SIMON L BERNSTEIN

DEAR ROBERT SPALLINA:

We were notified of the death of SIMON L BERNSTEIN on 10/09/2012. For your convenience we are sending you additional information and forms to help you in finalizing the claim that was reported to us.

To release the proceeds on this policy, we will need the following:

- An original Long Form CERTIFIED death certificate for SIMON L BERNSTEIN with final cause and manner of death.
- Enclosed Proof of Death Claimant's Statement to be completed by the Executor/Executrix of the Estate of the Insured. Important information is enclosed with this form, so please review carefully.
- Certified Letters of Testamentary naming the Executor/Executrix of the Estate of the Insured.

Once all requirements are received, payment is generally processed within 10 days.

If you should have any questions regarding this information or forms, please do not hesitate to contact our office at 1.800.487.5433.

Sincerely,

INDIVIDUAL CLAIMS DEPARTMENT

Enclosure(s)
IL STATE REGULATIONS

BPSIT86

FedEx Shipment Receipt

Address Information

Ship to:	**Ship from:**
Individual Claims Department	Kimberly Moran
American General Life Insurance Com	TESCHER & SPALLINA
2727 A Allen Parkway	4855 Technology Way Suite 720
HOUSTON, TX	BOCA RATON, FL
77019	33431
US	US
800-487-5433	5619977008

Shipment Information:

Tracking no.: 794375131799
Ship date: 12/21/2012
Estimated shipping charges: 17.81

Package Information

Service type: Standard Overnight
Package type: FedEx Envelope
Number of packages: 1
Total weight: 1 LBS
Declared Value: 0.00 USD
Special Services:
Pickup/Drop-off: Use an already scheduled pickup at my location

Billing Information:

Bill transportation to: Tescher & Spallina-343
Your reference: Bernstein 11187.006
P.O. no.:
Invoice no.:
Department no.:

Thank you for shipping online with FedEx ShipManager at fedex.com.

Please Note

FedEx will not be responsible for any claim in excess of $100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of $100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is $500, e.g., jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits; Consult the applicable FedEx Service Guide for details.
The estimated shipping charge may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable FedEx Service Guide or the FedEx Rate Sheets for details on how shipping charges are calculated.

American General
Life Companies

Insurance Service Center for:
The United States Life Insurance Company in the City of New York

December 06, 2012

ROBERT SPALLINA
BOCA VILLAGE CORPORATE CENTER 1
4855 TECHNOLOGY WAY STE 720
BOCA RATON, FL 33431-3351

Contract Number: UD000166N
Insured: SIMON L BERNSTEIN

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Sincerely,

INDIVIDUAL CLAIMS DEPARTMENT

Enclosure(s)
IL STATE REGULATIONS

BPSIT86

American General
Life Companies

Proof of Death
Claimant's Statement

American General Life Insurance Company (AGL)
American General Life Insurance Company of Delaware (AGLDE)
The United States Life Insurance Company in the City of New York (USL)
Service Center: P.O. Box 4443 • Houston, TX 77210-4443 • 800.231.3655
Overnight mailing: 2727 A Allen Pkwy • Attn: Claims • Houston, TX 77019

To Be Completed By The Beneficiary *(please print)*

I DECEASED

DECEASED FULL NAME (include middle name) – List other hyphenations, nicknames, aliases and/or maiden names used by deceased in the past

DATE OF BIRTH	CAUSE OF DEATH	DATE OF DEATH

POLICIES DECEASED HELD:

POLICY NUMBER	POLICY NUMBER	POLICY NUMBER	POLICY NUMBER
UD000166N			

I hereby certify that the policy of insurance for the listed policy is ☐ ENCLOSED ☐ LOST ☐ DESTROYED

II CLAIMANT

CLAIMANT'S NAME		DATE OF BIRTH		RELATIONSHIP TO DECEASED
ADDRESS	CITY	STATE	ZIP	TELEPHONE NO. ( )
EMAIL ADDRESS				ALT NO. ( )

Have you given the Funeral Home an Assignment to collect any amount due under this claim? ☐ YES ☐ NO If yes, what amount? $_____ (Attach copy of assignment)

How do you want proceeds paid?

☐ **Lump Sum - Instant Access Account**
If proceeds are paid by the Instant Access Account, a check may be written for the full amount as soon as the Welcome Kit is received. Not available for amounts less than $10,000. Not available in all states. Please review the claim letter for important information about the Account.

☐ **Lump Sum - Settlement check**

☐ **Settlement Option** - As described in the insurance policy. If Option, give details _____

I have read and I understand the important Fraud disclosure information located on page 3 of this form.

AUTHORIZATION REGARDING _____ ("Insured")

I, the Claimant / Legal Representative of the Insured authorize each insurance company listed above and American General Life Companies LLC (an affiliate services company) (collectively, the "Company") and their authorized representatives including their employees and agents, to provide information to, and, to receive information from, MIB Inc., which operates an information exchange that assists insurance companies with benefit administration, claims, and fraud prevention and detection activities. The authorization will be valid for the duration of the claim or 24 months, whichever is longer. I understand that I may revoke it by giving written notice to the Company, but any action taken by the Company before receipt of such notice will be valid. I acknowledge that I am entitled to obtain a copy of the authorization and a copy will be as valid as the original.

PLEASE SIGN HERE _____ Signature of Claimant/ Legal Representative of the Insured. Printed Name Date

III TAXPAYER I.D. NO.

Enter the claimant's taxpayer identification number in the appropriate box. For most individuals this is your social security number.	CLAIMANT'S S.S. NO.	OR	TAX I.D. NO.

Note: If the Social Security number or Tax I.D. number is not provided, and backup withholding is applicable, taxes will be withheld from the proceeds.

CERTIFICATION: Under penalties of perjury, I certify: (1) that the number shown on this claim form is my correct social security (or taxpayer identification) number and (2) that I am not subject to backup withholding under Section 3406(a)(1)(C) of the Internal Revenue Code. The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

PLEASE SIGN HERE CLAIMANT'S SIGNATURE DATE

IV MAILING

Use this section to provide alternative mailing address if different than above.

GENERAL INSTRUCTIONS

1. **Claimant's Statement.** This statement must be completed by the beneficiary. If there is more than one beneficiary, each must complete a separate statement.
2. **Death Certificate.** We will require a Certified Death Certificate showing the cause or manner of death.
3. **Newspaper Account.** When available, a newspaper account of the death should be submitted.
4. **Policy.** The policy should be sent with this Statement. Explain if not enclosed.

SPECIAL INSTRUCTIONS

Estate Beneficiary. The Statement must be completed by the Executor or Administrator, and a certified copy of appointment must be furnished.

For Trust Beneficiary. Complete the Trust Affidavit section at the bottom of this page.

Minor Beneficiary. The Statement is to be completed by the legally appointed guardian of the Estate of the minor and an official certificate of the guardian's appointment must be furnished.

Predeceased Beneficiary. When a beneficiary has predeceased the insured, a certified copy of the death certificate is to be furnished.

Class Beneficiaries. An affidavit showing the names and dates of birth of each must be submitted.

Assignee. The Statement is to be completed by the assignee. If the assignment is no longer effective, a release of assignment from the assignee should be submitted. If collaterally assigned, the statement should be completed by both the beneficiary and assignee and the amount claimed by the assignee indicated on the statement.

Business Beneficiaries. If the beneficiary is a business, the person signing the form must be an officer/owner of the company. The company name must be given and the title of the person signing. Example: John Doe Auto Sales, Pat Jones, President

You must also include documents supporting that the person signing the claim form has the authority to do so. Example: Corporate resolution, official board minutes, etc.

DEATH OUTSIDE THE USA

1. For USA citizens, a CERTIFIED death certificate must be accompanied by a "Report of the Death of an American Citizen Abroad" from the US Department of State.

Certification of Trustee(s) complete this section if Beneficiary is the Trust

Insured: _____

Policy Number(s): _____

Name of Trust: _____

Tax ID of Trust: _____

The undersigned hereby certify as follows:

1. That they are Trustees under a Trust Agreement dated: _____
2. That they are the Trustees designated as beneficiary under the above numbered policy(ies);
3. That said Trust Agreement is in full force and effect and that by its terms they are empowered to receive payment of the proceeds of the above policy(ies)
4. That, if applicable, said Trust/Plan is presently fully qualified having met the requirements of Section 401(a) of the Internal Revenue Code.

It is understood and agreed by the undersigned that payment of such proceeds to the Trustees shall discharge the Company from any and all liability therefore and that the Company shall have no responsibility for the carrying out of the Trust Agreement.

The plural as used herein shall include the singular wherever applicable

Signed this _____day of _____ 20_____.

Individual Trustee(s): _____

(Trustee Signature) (Printed Name)

_____

(Signature) (Printed Name) (Signature) (Printed Name)

OR

Corporate Trustee: _____

(Name of Corporate Trustee)

By: _____

(Officer's Signature) (Printed Name) (Title)

(All co-trustees must sign.)

Please detach & keep pages 3 & 4

FRAUD WARNING DISCLOSURE

In some states we are required to advise you of the following: Any person who knowingly intends to defraud or facilitates a fraud against an insurer by submitting an application or filing a false claim, or makes an incomplete or deceptive statement of material fact, may be guilty of insurance fraud.

Alaska: A person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete or misleading information may be prosecuted under state law.

Arizona: For your protection Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

Arkansas, Louisiana, Maryland, New Mexico, Rhode Island, Texas, West Virginia: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

California: For your protection California law requires the following to appear on this form: Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Colorado: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding and attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provided false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Delaware, Idaho, Indiana, Oklahoma: WARNING - Any person who knowingly, and with intent to injure, defraud or deceive any insurer, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

District of Columbia, Maine, Tennessee, Virginia, Washington: WARNING: It is a crime to knowingly provide false or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

Florida: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Kentucky: Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

Minnesota: A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

New Hampshire: Any person who, with a purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.

New Jersey: Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

New York: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Ohio: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Pennsylvania: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Puerto Rico: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation with the penalty of a fine of not less than five thousand dollars ($5,000) and not more than ten thousand dollars ($10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances are present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances be present, it may be reduced to a minimum of two (2) years.

MEDICAL INFORMATION BUREAU NOTICE

Information regarding your insurability or claim will be treated as confidential. The Company, or its reinsurers may, however, make a brief report thereon to MIB a not-for-profit membership organization of insurance companies, which operates an information exchange on behalf of its Members. If you apply to another MIB Member company for life or health insurance coverage, or a claim for benefits is submitted, MIB, upon request, will supply such company with the information from its file.

Upon receipt of a request from you, MIB will arrange disclosure of any information it may have in your file. Please contact MIB at 866-692-6901 (TTY 866-346-3642). If you question the accuracy of information in MIB's file, you may contact MIB and seek a correction in accordance with the procedures set forth in the federal Fair Credit Reporting Act. The address of MIB's information office is Post Office Box 105, Essex Station Boston, Massachusetts 02112.

The Company, or its reinsurers, may also release information in its file to other insurance companies to whom you may apply for the life or health insurance, or, to whom a claim for benefits may be submitted.

American General Life Companies, www.americangeneral.com, is the marketing name for the insurance companies and affiliates comprising the domestic life operations of American International Group, Inc.

The licensed insurance company is responsible for its own financial condition and contractual obligations. AGL and AGLDE are not licensed to do business in the state of New York.

ILLINOIS DEPARTMENT OF INSURANCE

Part 919 of the Rules of the Illinois Department of Insurance requires that our company advise you that if you wish to take this matter up with the Illinois Department of Insurance, it maintains a Consumer Division in Chicago at 100 W. Randolph Street, Suite 15-100, Chicago, Illinois 60601 and in Springfield at 320 West Washington Street, Springfield, Illinois 62767.

American General
Life Companies

Insurance Service Center for:
The United States Life Insurance Company in the City of New York

November 05, 2012

ROBERT SPALLINA
BOCA VILLAGE CORPORATE CENTER 1
4855 TECHNOLOGY WAY STE 720
BOCA RATON, FL 33431-3351

Contract Number: UD000166N
Insured: SIMON L BERNSTEIN

DEAR ROBERT SPALLINA:

We were notified of the death of SIMON L BERNSTEIN on 10/09/2012. For your convenience we are sending you additional information and forms to help you in finalizing the claim that was reported to us.

To release the proceeds on this policy, we will need the following:

- An original Long Form CERTIFIED death certificate for SIMON L BERNSTEIN with final cause and manner of death.
- Enclosed Proof of Death Claimant's Statement to be completed by the Executor/Executrix of the Estate of the Insured. Important information is enclosed with this form, so please review carefully.
- Certified Letters of Testamentary naming the Executor/Executrix of the Estate of the Insured.

Once all requirements are received, payment is generally processed within 10 days.

If you should have any questions regarding this information or forms, please do not hesitate to contact our office at 1.800.487.5433.

Sincerely,

INDIVIDUAL CLAIMS DEPARTMENT

Enclosure(s)
IL STATE REGULATIONS

BPSII06

American General
Life Companies

Proof of Death
Claimant's Statement

American General Life Insurance Company (AGL)
American General Life Insurance Company of Delaware (AGLDE)
The United States Life Insurance Company in the City of New York (USL)
Service Center: P.O. Box 4443 • Houston, TX 77210-4443 • 800.231.3655
Overnight mailing: 2727 A Allen Pkwy • Attn: Claims • Houston, TX 77019

To Be Completed By The Beneficiary *(please print)*

I DECEASED

DECEASED FULL NAME (include middle name) – List other hyphenations, nicknames, aliases and/or maiden names used by deceased in the past

DATE OF BIRTH	CAUSE OF DEATH	DATE OF DEATH

POLICIES DECEASED HELD:

POLICY NUMBER	POLICY NUMBER	POLICY NUMBER	POLICY NUMBER
UD000166N			

I hereby certify that the policy of insurance for the listed policy is ☐ **ENCLOSED** ☐ **LOST** ☐ **DESTROYED**

II CLAIMANT

CLAIMANT'S NAME		DATE OF BIRTH		RELATIONSHIP TO DECEASED
ADDRESS	**CITY**	**STATE**	**ZIP**	**TELEPHONE NO.**
				( )
EMAIL ADDRESS				**ALT NO.**
				( )

Have you given the Funeral Home an Assignment to collect any amount due under this claim? ☐ YES ☐ NO If yes, what amount? $_____ (Attach copy of assignment)

How do you want proceeds paid?

☐ **Lump Sum - Instant Access Account**
If proceeds are paid by the Instant Access Account, a check may be written for the full amount as soon as the Welcome Kit is received. Not available for amounts less than $10,000. Not available in all states. Please review the claim letter for important information about the Account.

☐ **Lump Sum - Settlement check**

☐ **Settlement Option** - As described in the insurance policy. If Option, give details _____

I have read and I understand the important Fraud disclosure information located on page 3 of this form.

AUTHORIZATION REGARDING _____ ("Insured")

I, the Claimant / Legal Representative of the Insured authorize each insurance company listed above and American General Life Companies LLC (an affiliate services company) (collectively, the "Company") and their authorized representatives including their employees and agents, to provide information to, and, to receive information from, MIB Inc., which operates an information exchange that assists insurance companies with benefit administration, claims, and fraud prevention and detection activities. The authorization will be valid for the duration of the claim or 24 months, whichever is longer. I understand that I may revoke it by giving written notice to the Company, but any action taken by the Company before receipt of such notice will be valid. I acknowledge that I am entitled to obtain a copy of the authorization and a copy will be as valid as the original.

PLEASE SIGN HERE _____ Signature of Claimant/ Legal Representative of the Insured. Printed Name Date

III TAXPAYER I.D. NO.

Enter the claimant's taxpayer identification number in the appropriate box. For most individuals this is your social security number.	CLAIMANT'S S.S. NO.	OR	TAX I.D. NO.

Note: If the Social Security number or Tax I.D. number is not provided, and backup withholding is applicable, taxes will be withheld from the proceeds.

CERTIFICATION: Under penalties of perjury, I certify: (1) that the number shown on this claim form is my correct social security (or taxpayer identification) number and (2) that I am not subject to backup withholding under Section 3406(a)(1)(C) of the Internal Revenue Code. The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

PLEASE SIGN HERE CLAIMANT'S SIGNATURE DATE

IV MAILING

Use this section to provide alternative mailing address if different than above.

GENERAL INSTRUCTIONS

1. **Claimant's Statement.** This statement must be completed by the beneficiary. If there is more than one beneficiary, each must complete a separate statement.
2. **Death Certificate.** We will require a Certified Death Certificate showing the cause or manner of death.
3. **Newspaper Account.** When available, a newspaper account of the death should be submitted.
4. **Policy.** The policy should be sent with this Statement. Explain if not enclosed.

SPECIAL INSTRUCTIONS

Estate Beneficiary. The Statement must be completed by the Executor or Administrator, and a certified copy of appointment must be furnished.

For Trust Beneficiary. Complete the Trust Affidavit section at the bottom of this page.

Minor Beneficiary. The Statement is to be completed by the legally appointed guardian of the Estate of the minor and an official certificate of the guardian's appointment must be furnished.

Predeceased Beneficiary. When a beneficiary has predeceased the insured, a certified copy of the death certificate is to be furnished.

Class Beneficiaries. An affidavit showing the names and dates of birth of each must be submitted.

Assignee. The Statement is to be completed by the assignee. If the assignment is no longer effective, a release of assignment from the assignee should be submitted. If collaterally assigned, the statement should be completed by both the beneficiary and assignee and the amount claimed by the assignee indicated on the statement.

Business Beneficiaries. If the beneficiary is a business, the person signing the form must be an officer/owner of the company. The company name must be given and the title of the person signing. Example: John Doe Auto Sales, Pat Jones, President

You must also include documents supporting that the person signing the claim form has the authority to do so. Example: Corporate resolution, official board minutes, etc.

DEATH OUTSIDE THE USA

1. For USA citizens, a CERTIFIED death certificate must be accompanied by a "Report of the Death of an American Citizen Abroad" from the US Department of State.

Certification of Trustee(s) complete this section if Beneficiary is the Trust

Insured:_____

Policy Number(s): _____

Name of Trust: _____

Tax ID of Trust: _____

The undersigned hereby certify as follows:

1. That they are Trustees under a Trust Agreement dated: _____
2. That they are the Trustees designated as beneficiary under the above numbered policy(ies);
3. That said Trust Agreement is in full force and effect and that by its terms they are empowered to receive payment of the proceeds of the above policy(ies)
4. That, if applicable, said Trust/Plan is presently fully qualified having met the requirements of Section 401(a) of the Internal Revenue Code.

It is understood and agreed by the undersigned that payment of such proceeds to the Trustees shall discharge the Company from any and all liability therefore and that the Company shall have no responsibility for the carrying out of the Trust Agreement.

The plural as used herein shall include the singular wherever applicable

Signed this ____day of _____ 20_____.

Individual Trustee(s): _____

(Trustee Signature) (Printed Name)

_____

(Signature) (Printed Name) (Signature) (Printed Name)

OR

Corporate Trustee:_____

(Name of Corporate Trustee)

By: _____

(Officer's Signature) (Printed Name) (Title)

(All co-trustees must sign.)

Please detach & keep pages 3 & 4

FRAUD WARNING DISCLOSURE

In some states we are required to advise you of the following: Any person who knowingly intends to defraud or facilitates a fraud against an insurer by submitting an application or filing a false claim, or makes an incomplete or deceptive statement of material fact, may be guilty of insurance fraud.

Alaska: A person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete or misleading information may be prosecuted under state law.

Arizona: For your protection Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

Arkansas, Louisiana, Maryland, New Mexico, Rhode Island, Texas, West Virginia: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

California: For your protection California law requires the following to appear on this form: Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Colorado: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding and attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provided false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Delaware, Idaho, Indiana, Oklahoma: WARNING - Any person who knowingly, and with intent to injure, defraud or deceive any insurer, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

District of Columbia, Maine, Tennessee, Virginia, Washington: WARNING: It is a crime to knowingly provide false or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

Florida: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Kentucky: Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

Minnesota: A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

New Hampshire: Any person who, with a purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.

New Jersey: Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

New York: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Ohio: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Pennsylvania: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Puerto Rico: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation with the penalty of a fine of not less than five thousand dollars ($5,000) and not more than ten thousand dollars ($10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances are present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances be present, it may be reduced to a minimum of two (2) years.

MEDICAL INFORMATION BUREAU NOTICE

Information regarding your insurability or claim will be treated as confidential. The Company, or its reinsurers may, however, make a brief report thereon to MIB a not-for-profit membership organization of insurance companies, which operates an information exchange on behalf of its Members. If you apply to another MIB Member company for life or health insurance coverage, or a claim for benefits is submitted, MIB, upon request, will supply such company with the information from its file.

Upon receipt of a request from you, MIB will arrange disclosure of any information it may have in your file. Please contact MIB at 866-692-6901 (TTY 866-346-3642). If you question the accuracy of information in MIB's file, you may contact MIB and seek a correction in accordance with the procedures set forth in the federal Fair Credit Reporting Act. The address of MIB's information office is Post Office Box 105, Essex Station Boston, Massachusetts 02112.

The Company, or its reinsurers, may also release information in its file to other insurance companies to whom you may apply for the life or health insurance, or, to whom a claim for benefits may be submitted.

American General Life Companies, www.americangeneral.com, is the marketing name for the insurance companies and affiliates comprising the domestic life operations of American International Group, Inc.

The licensed insurance company is responsible for its own financial condition and contractual obligations. AGL and AGLDE are not licensed to do business in the state of New York.

ILLINOIS DEPARTMENT OF INSURANCE

Part 919 of the Rules of the Illinois Department of Insurance requires that our company advise you that if you wish to take this matter up with the Illinois Department of Insurance, it maintains a Consumer Division in Chicago at 100 W. Randolph Street, Suite 15-100, Chicago, Illinois 60601 and in Springfield at 320 West Washington Street, Springfield, Illinois 62767.

LAW OFFICES
TESCHER & SPALLINA, P.A.

BOCA VILLAGE CORPORATE CENTER I
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FLORIDA 33431

ATTORNEYS
DONALD R. TESCHER
ROBERT L. SPALLINA
LAUREN A. GALVANI

TEL: 561-997-7008
FAX: 561-997-7308
TOLL FREE: 888-997-7008
WWW.TESCHERSPALLINA.COM

SUPPORT STAFF
DIANE DUSTIN
KIMBERLY MORAN
SUANN TESCHER

November 1, 2012

VIA FEDERAL EXPRESS
Life Claims Department
American General Life Insurance Company
2727 A Allen Parkway
Attn: Claims
Houston, TX 77019

Re: Insured: Simon L. Bernstein
Contract No.: UD000166N

Dear Sir or Madam:

Enclosed is the Claimant's Statement for the above referenced policy, together with an original death certificate for the insured, Simon Bernstein. We are also enclosing a copy of the decedent's obituary which was published in the Palm Beach Post. Finally, we are enclosing a copy of the death certificate for the spouse of the insured, Shirley Bernstein, who predeceased the insured on December 8, 2010, and is the named beneficiary on the policy. As such, the proceeds should be payable to the Estate of Simon Bernstein. We are unable to locate a copy of the original policy.

If you have any questions with regard to the foregoing, please do not hesitate to contact me.

Sincerely,

Robert L. Spallina/km

ROBERT L. SPALLINA

RLS/km

Enclosures

FedEx

Shipment Receipt

Address Information

Ship to:	**Ship from:**
Life Claims Department	Kimberly Moran
American General life Insurance Co.	TESCHER & SPALLINA
2727 ALLEN PKWY	4855 Technology Way
STE A	Suite 720
HOUSTON, TX	BOCA RATON, FL
77019-2116	33431
US	US
800-487-5433	5619977008

Shipment Information:
Tracking no.: 793982648517
Ship date: 11/01/2012
Estimated shipping charges: 17.81

Package Information
Service type: Standard Overnight
Package type: FedEx Envelope
Number of packages: 1
Total weight: 1 LBS
Declared Value: 0.00 USD
Special Services:
Pickup/Drop-off: Use an already scheduled pickup at my location

Billing Information:
Bill transportation to: Tescher & Spallina-343
Your reference: e/o Berstein - 11187.006
P.O. no.:
Invoice no.:
Department no.:

Thank you for shipping online with FedEx ShipManager at fedex.com.

Please Note

FedEx will not be responsible for any claim in excess of $100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of $100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is $500, e.g., jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits; Consult the applicable FedEx Service Guide for details.
The estimated shipping charge may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable FedEx Service Guide or the FedEx Rate Sheets for details on how shipping charges are calculated.

American General
Life Companies

Proof of Death
Claimant's Statement

American General Life Insurance Company (AGL)
American General Life Insurance Company of Delaware (AGLDE)
The United States Life Insurance Company in the City of New York (USL)
Service Center: P.O. Box 4443 • Houston, TX 77210-4443 • 800.231.3655
Overnight mailing: 2727 A Allen Pkwy • Attn: Claims • Houston, TX 77019

To Be Completed By The Beneficiary *(please print)*

I DECEASED

DECEASED FULL NAME (include middle name) – List other hyphenations, nicknames, aliases and/or maiden names used by deceased in the past
Simon Leon Bernstein

DATE OF BIRTH	CAUSE OF DEATH	DATE OF DEATH
12-02-1935	Natural causes	09-13-12

POLICIES DECEASED HELD:

POLICY NUMBER	POLICY NUMBER	POLICY NUMBER	POLICY NUMBER
UD000166N			

I hereby certify that the policy of insurance for the listed policy is ☐ **ENCLOSED** ☐ **LOST** ☐ **DESTROYED**

II CLAIMANT

CLAIMANT'S NAME	DATE OF BIRTH	RELATIONSHIP TO DECEASED
Robert Spallina, Personal Representative for the Estate of Simon Bernstein	06/09/1965	attorney and personal representative of the Estate

ADDRESS	CITY	STATE	ZIP	TELEPHONE NO.
4855 Technology Way Suite 720	Boca Raton	FL	33431	(561) 997-7008

EMAIL ADDRESS	ALT NO.
rspallina@tescherspallina.com	( )

Have you given the Funeral Home an Assignment to collect any amount due under this claim? ☐ YES ☐ NO If yes, what amount? $ _____ (Attach copy of assignment)

How do you want proceeds paid?

☐ **Lump Sum - Instant Access Account**
If proceeds are paid by the Instant Access Account, a check may be written for the full amount as soon as the Welcome Kit is received. Not available for amounts less than $10,000. Not available in all states. Please review the claim letter for important information about the Account.

☑ **Lump Sum - Settlement check**

☐ **Settlement Option** - As described in the insurance policy. If Option, give details _____

I have read and I understand the important Fraud disclosure information located on page 3 of this form.

AUTHORIZATION REGARDING _____ ("Insured")

I, the Claimant / Legal Representative of the Insured authorize each insurance company listed above and American General Life Companies LLC (an affiliate services company) (collectively, the "Company") and their authorized representatives including their employees and agents, to provide information to, and, to receive information from, MIB Inc., which operates an information exchange that assists insurance companies with benefit administration, claims, and fraud prevention and detection activities. The authorization will be valid for the duration of the claim or 24 months, whichever is longer. I understand that I may revoke it by giving written notice to the Company, but any action taken by the Company before receipt of such notice will be valid. I acknowledge that I am entitled to obtain a copy of the authorization and a copy will be as valid as the original.

11/1/12

PLEASE SIGN HERE Signature of Claimant/Legal Representative of the Insured. Printed Name Date

III TAXPAYER I.D. NO.

Enter the claimant's taxpayer identification number in the appropriate box. For most individuals this is your social security number.	CLAIMANT'S S.S. NO.	OR	TAX I.D. NO.
			30-6329442

Note: If the Social Security number or Tax I.D. number is not provided, and backup withholding is applicable, taxes will be withheld from the proceeds.

CERTIFICATION: Under penalties of perjury, I certify: (1) that the number shown on this claim form is my correct social security (or taxpayer identification) number and (2) that I am not subject to backup withholding under Section 3406(a)(1)(C) of the Internal Revenue Code. The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

PLEASE SIGN HERE CLAIMANT'S SIGNATURE 11/1/12 DATE

IV MAILING

Use this section to provide alternative mailing address if different than above.

L2843 Rev0710

GENERAL INSTRUCTIONS

1. **Claimant's Statement.** This statement must be completed by the beneficiary If there is more than one beneficiary, each must complete a separate statement.
2. **Death Certificate.** We will require a Certified Death Certificate showing the cause or manner of death.
3. **Newspaper Account.** When available, a newspaper account of the death should be submitted.
4. **Policy.** The policy should be sent with this Statement. Explain if not enclosed.

SPECIAL INSTRUCTIONS

Estate Beneficiary. The Statement must be completed by the Executor or Administrator, and a certified copy of appointment must be furnished.

For Trust Beneficiary. Complete the Trust Affidavit section at the bottom of this page.

Minor Beneficiary. The Statement is to be completed by the legally appointed guardian of the Estate of the minor and an official certificate of the guardian's appointment must be furnished.

Predeceased Beneficiary. When a beneficiary has predeceased the insured, a certified copy of the death certificate is to be furnished.

Class Beneficiaries. An affidavit showing the names and dates of birth of each must be submitted.

Assignee. The Statement is to be completed by the assignee. If the assignment is no longer effective, a release of assignment from the assignee should be submitted. If collaterally assigned, the statement should be completed by both the beneficiary and assignee and the amount claimed by the assignee indicated on the statement.

Business Beneficiaries. If the beneficiary is a business, the person signing the form must be an officer/owner of the company. The company name must be given and the title of the person signing. Example: John Doe Auto Sales, Pat Jones, President

You must also include documents supporting that the person signing the claim form has the authority to do so. Example: Corporate resolution, official board minutes, etc.

DEATH OUTSIDE THE USA

1. For USA citizens, a CERTIFIED death certificate must be accompanied by a "Report of the Death of an American Citizen Abroad" from the US Department of State.

Certification of Trustee(s) complete this section if Beneficiary is the Trust

Insured:_____

Policy Number(s): _____

Name of Trust: _____

Tax ID of Trust: _____

The undersigned hereby certify as follows:

1. That they are Trustees under a Trust Agreement dated: _____
2. That they are the Trustees designated as beneficiary under the above numbered policy(ies);
3. That said Trust Agreement is in full force and effect and that by its terms they are empowered to receive payment of the proceeds of the above policy(ies)
4. That, if applicable, said Trust/Plan is presently fully qualified having met the requirements of Section 401(a) of the Internal Revenue Code.

It is understood and agreed by the undersigned that payment of such proceeds to the Trustees shall discharge the Company from any and all liability therefore and that the Company shall have no responsibility for the carrying out of the Trust Agreement.

The plural as used herein shall include the singular wherever applicable

Signed this _____day of _____ 20_____.

Individual Trustee(s): _____

(Trustee Signature) (Printed Name)

_____

(Signature) (Printed Name) (Signature) (Printed Name)

OR

Corporate Trustee:_____

(Name of Corporate Trustee)

By: _____

(Officer's Signature) (Printed Name) (Title)

(All co-trustees must sign.)

Please detach & keep pages 3 & 4

FRAUD WARNING DISCLOSURE

In some states we are required to advise you of the following: Any person who knowingly intends to defraud or facilitates a fraud against an insurer by submitting an application or filing a false claim, or makes an incomplete or deceptive statement of material fact, may be guilty of insurance fraud.

Alaska: A person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete or misleading information may be prosecuted under state law.

Arizona: For your protection Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

Arkansas, Louisiana, Maryland, New Mexico, Rhode Island, Texas, West Virginia: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

California: For your protection California law requires the following to appear on this form: Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Colorado: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding and attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provided false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Delaware, Idaho, Indiana, Oklahoma: WARNING - Any person who knowingly, and with intent to injure, defraud or deceive any insurer, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

District of Columbia, Maine, Tennessee, Virginia, Washington: WARNING: It is a crime to knowingly provide false or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

Florida: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Kentucky: Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

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New Hampshire: Any person who, with a purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.

New Jersey: Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

New York: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Ohio: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Pennsylvania: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Puerto Rico: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation with the penalty of a fine of not less than five thousand dollars ($5,000) and not more than ten thousand dollars ($10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances are present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances be present, it may be reduced to a minimum of two (2) years.

MEDICAL INFORMATION BUREAU NOTICE

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Upon receipt of a request from you, MIB will arrange disclosure of any information it may have in your file. Please contact MIB at 866-692-6901 (TTY 866-346-3642). If you question the accuracy of information in MIB's file, you may contact MIB and seek a correction in accordance with the procedures set forth in the federal Fair Credit Reporting Act. The address of MIB's information office is Post Office Box 105, Essex Station Boston, Massachusetts 02112.

The Company, or its reinsurers, may also release information in its file to other insurance companies to whom you may apply for the life or health insurance, or, to whom a claim for benefits may be submitted.

American General Life Companies, www.americangeneral.com, is the marketing name for the insurance companies and affiliates comprising the domestic life operations of American International Group, Inc.

The licensed insurance company is responsible for its own financial condition and contractual obligations. AGL and AGLDE are not licensed to do business in the state of New York.

Case: 1:13-cv-03643 Document #: 258-5 Filed: 08/27/16 Page 907 of 1100 PageID #:9247

SIMON LEON BERNSTEIN

Family-Placed Obituary

SIMON LEON BERNSTEIN born in Flint, MI on December 2nd, 1935. He was predeceased by his beloved wife Shirley (Thomas) and is survived by his adoring children; Ted Bernstein (Deborah), Pamela Simon (David "Scooter"), Eliot Bernstein (Candice), Jill Iantoni (Guy), Lisa Friedstein (Jeff). He was the esteemed Zaida of Ally, Eric, Matt, Molly, Michael, Max, Joshua, Carley, Jacob, Julia, and Danny. Simon was the owner of several successful life insurance agencies and product creator extraordinaire. Si was an avid golfer and loved is family and friends dearly. He will be missed. Funeral services are Sunday, September 16th, 2012 at 2:00pm at The Gardens 4103 N. Military Trail, Boca Raton, Florida. Donations may be made to the American Heart Association in lieu of flowers. To express condolences and/or make donations Visit PalmBeachPost.com/obituaries

Published in The Palm Beach Post from September 16 to September 23, 2012

STATE OF FLORIDA

THIS DOCUMENT HAS A LIGHT BACKGROUND ON TRUE WATERMARKED PAPER. HOLD TO LIGHT TO VERIFY FLORIDA WATERMARK.

OFFICE of VITAL STATISTICS

CERTIFICATION OF DEATH

STATE FILE NUMBER: 2012256765

DATE ISSUED: September 18, 2012

STATE FILE DATE: September 17, 2012

DECEDENT INFORMATION

NAME: **SIMON LEON BERNSTEIN**

DATE OF DEATH: **September 13, 2012** SEX: **MALE** SSN: **371-32-5211** AGE: **076 YEARS**

DATE OF BIRTH: **December 2, 1935** BIRTHPLACE: **FLINT, MICHIGAN**

PLACE OF DEATH: **INPATIENT**

FACILITY NAME OR STREET ADDRESS: **DELRAY MEDICAL CENTER**

LOCATION OF DEATH: **DELRAY BEACH, PALM BEACH COUNTY**

SURVIVING SPOUSE, DECEDENT'S RESIDENCE AND HISTORY INFORMATION

MARITAL STATUS: **WIDOWED**

SPOUSE: **NONE**

RESIDENCE: **7020 LIONS HEAD LANE, BOCA RATON, FLORIDA 33496** COUNTY: **PALM BEACH**

OCCUPATION, INDUSTRY: **SALES, LIFE INSURANCE**

RACE: _X_White ___Black or African American ___Asian Indian ___Chinese ___Filipino ___Native Hawaiian ___Japanese ___Korean
___American Indian or Alaskan Native--Tribe: ___Vietnamese ___Other Asian:
___Guamian or Chamorro ___Samoan ___Other Pacific Isl: ___Other: ___Unknown

HISPANIC OR HAITIAN ORIGIN? **NO, NOT OF HISPANIC/HAITIAN ORIGIN**

EDUCATION: **HIGH SCHOOL GRADUATE OR GED** EVER IN U.S. ARMED FORCES? **NO**

PARENTS AND INFORMANT INFORMATION

FATHER: **THEODORE BERNSTEIN**

MOTHER: **NORA UNKNOWN**

INFORMANT: **TED STUART BERNSTEIN**

RELATIONSHIP TO DECEDENT: **SON**

INFORMANT'S ADDRESS: **880 Berkley Street, BOCA RATON, FLORIDA 33487**

PLACE OF DISPOSITION AND FUNERAL FACILITY INFORMATION

PLACE OF DISPOSITION: **THE GARDENS MEMORIAL PARK**
BOCA RATON, FLORIDA

METHOD OF DISPOSITION: **ENTOMBMENT**

FUNERAL DIRECTOR/LICENSE NUMBER: **GARRETT JACOBS, F019844**

FUNERAL FACILITY: **BOCA RATON FUNERAL HOME F040152**
19785 HAMPTON DRIVE, BOCA RATON, FLORIDA 33434

CERTIFIER INFORMATION

TYPE OF CERTIFIER: **MEDICAL EXAMINER** MEDICAL EXAMINER CASE NUMBER: **121500913**

TIME OF DEATH (24 hr) **0227**

CERTIFIER'S NAME: **MICHAEL D BELL**

CERTIFIER'S LICENSE NUMBER: **ME54359**

NAME OF ATTENDING PHYSICIAN (If other than Certifier): **NOT APPLICABLE**

CAUSE OF DEATH AND INJURY INFORMATION

PROBABLE MANNER OF DEATH: **PENDING INVESTIGATION**

CAUSE OF DEATH - PART I - and Approximate Interval: Onset to Death:

a **PENDING**

b

c

d

PART II - Other significant conditions contributing to death but not resulting in the underlying cause given in PART I:

AUTOPSY PERFORMED? **YES** AUTOPSY FINDINGS AVAILABLE TO COMPLETE CAUSE OF DEATH? **NO**

DATE OF SURGERY: DID TOBACCO USE CONTRIBUTE TO DEATH? **UNKNOWN**

REASON FOR SURGERY:

IF FEMALE, WAS SHE PREGNANT WITHIN THE PAST YEAR? **NOT APPLICABLE**

DATE OF INJURY: **NOT APPLICABLE** TIME OF INJURY (24 hr): INJURY AT WORK?

LOCATION OF INJURY:

DESCRIBE HOW INJURY OCCURRED:

PLACE OF INJURY:

IF TRANSPORTATION INJURY, Status of Decedent: Type of Vehicle:

C. Meach Jr.

,State Registrar

REQ: **2013124648**

THE ABOVE SIGNATURE CERTIFIES THAT THIS IS A TRUE AND CORRECT COPY OF THE OFFICIAL RECORD ON FILE IN THIS OFFICE.

WARNING: THIS DOCUMENT IS PRINTED OR PHOTOCOPIED ON SECURITY PAPER WITH WATERMARKS OF THE GREAT SEAL OF THE STATE OF FLORIDA. DO NOT ACCEPT WITHOUT VERIFYING THE PRESENCE OF THE WATERMARKS. THE DOCUMENT FACE CONTAINS A MULTICOLORED BACKGROUND, GOLD EMBOSSED SEAL, AND THERMOCHROMIC FL. THE BACK CONTAINS SPECIAL LINES WITH TEXT. THIS DOCUMENT WILL NOT PRODUCE A COLOR COPY.

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DH FORM 1947 (11/11)

CERTIFICATION OF VITAL RECORD

FLORIDA DEPARTMENT OF HEALTH

VOID IF ALTERED OR ERASED

VOID IF ALTERED OR ERASED

TS004956

STATE OF FLORIDA

OFFICE of VITAL STATISTICS

CERTIFIED COPY

TYPE IN PERMANENT BLACK INK

LOCAL FILE NO. 600-12823

FLORIDA CERTIFICATE OF DEATH

VOID IF ALTERED OR ERASED

DEMOGRAPHIC INFORMATION TO BE COMPLETED BY: FUNERAL DIRECTOR

1. DECEDENT'S NAME (First, Middle, Last, Suffix): Shirley Bernstein
2. SEX: Female
3. DATE OF BIRTH (Month, Day, Year): June 29, 1939
4a. AGE-Last Birthday (Years): 71
4b. UNDER 1 YEAR – Months / Days
4c. UNDER 1 DAY – Hours / Minutes
5. DATE OF DEATH (Month, Day, Year): December 8, 2010
6. SOCIAL SECURITY NUMBER: 347-30-9749
7. BIRTHPLACE (City and State or Foreign Country): Chicago, Illinois
8. COUNTY OF DEATH: Palm Beach
9. PLACE OF DEATH (Check only one): HOSPITAL: __ Inpatient X Emergency Room/Outpatient __ Dead on Arrival; NON-HOSPITAL: __ Hospice Facility __ Nursing Home/Long Term Care Facility __ Decedent's Home __ Other (Specify)
10. FACILITY NAME (If not institution, give street address): Boca Raton Regional Hospital
11a. CITY, TOWN, OR LOCATION OF DEATH: Boca Raton
11b. INSIDE CITY LIMITS? X Yes __ No
12. MARITAL STATUS (Specify): X Married __ Married, but Separated __ Widowed __ Divorced __ Never Married
13. SURVIVING SPOUSE'S NAME (If wife, give maiden name): Simon Bernstein
14a. RESIDENCE - STATE: Florida
14b. COUNTY: Palm Beach
14c. CITY, TOWN, OR LOCATION: Boca Raton
14d. STREET ADDRESS: 7020 Lions Head Lane
14e. APT. NO.:
14f. ZIP CODE: 33496
14g. INSIDE CITY LIMITS? __ Yes X No
15a. DECEDENT'S USUAL OCCUPATION (Indicate type of work done during most of working life. Do not use "Retired"): Homemaker
15b. KIND OF BUSINESS/INDUSTRY: Own Home
16. DECEDENT'S RACE (Specify the race/races to indicate what decedent considered himself/herself to be. More than one race may be specified.): X White __ Black or African American __ American Indian or Alaskan Native (Specify tribe) __ Asian Indian __ Chinese __ Filipino __ Japanese __ Korean __ Vietnamese __ Other Asian (Specify) __ Native Hawaiian __ Guamanian or Chamorro __ Samoan __ Other Pacific Isl. (Specify) __ Other (Specify)
17. DECEDENT OF HISPANIC OR HAITIAN ORIGIN? (Specify if decedent was of Hispanic or Haitian Origin.) __ Yes (If Yes, specify) X No __ Mexican __ Puerto Rican __ Cuban __ Central/South American __ Other Hispanic (Specify) __ Haitian
18. DECEDENT'S EDUCATION (Specify the decedent's highest degree or level of school completed at time of death.): __ 8th or less __ High school but no diploma X High school diploma or GED __ College but no degree __ College degree (Specify): __ Associate __ Bachelor's __ Master's __ Doctorate
19. WAS DECEDENT EVER IN U.S. ARMED FORCES? __ Yes X No
20. FATHER'S NAME (First, Middle, Last, Suffix): Ennio Thomas
21. MOTHER'S NAME (First, Middle, Maiden Surname): Fae Povitsky
22a. INFORMANT'S NAME: Simon Bernstein
22b. RELATIONSHIP TO DECEDENT: Husband
23a. INFORMANT'S MAILING - STATE: Florida
23b. CITY OR TOWN: Boca Raton
23c. STREET ADDRESS: 7020 Lions Head Lane
23d. ZIP CODE: 33496
24. PLACE OF DISPOSITION (Name of cemetery, crematory, or other place): Gardens Memorial Park
25a. LOCATION - STATE: Florida
25b. LOCATION - CITY OR TOWN: Boca Raton
26a. METHOD OF DISPOSITION: __ Burial X Entombment __ Cremation __ Donation __ Removal from State __ Other (Specify)
26b. IF CREMATION, DONATION OR BURIAL AT SEA, WAS MEDICAL EXAMINER APPROVAL GRANTED? __ Yes __ No
27a. LICENSE NUMBER (of Licensee): FD19844
27b. SIGNATURE OF FUNERAL SERVICE LICENSEE OR PERSON ACTING AS SUCH
28. NAME OF FUNERAL FACILITY: Boca Raton Funeral Home
29a. FACILITY'S MAILING - STATE: Florida
29b. CITY OR TOWN: Boca Raton
29c. STREET ADDRESS: 9050 Kimberly Blvd. #65
29d. ZIP CODE: 33434

MEDICAL CERTIFIER

30. CERTIFIER: X Certifying Physician - To the best of my knowledge, death occurred at the time, date and place, and due to the cause(s) and manner stated. (Check one) __ Medical Examiner - On the basis of examination, and/or investigation, in my opinion, death occurred at the time, date and place, due to the cause(s) and manner stated.
31a. (Signature and Title of Certifier): Kenneth Homer MD
31b. DATE SIGNED (mm/dd/yyyy): 12-16-2010
32. TIME OF DEATH (24 hr.): 1519
33. MEDICAL EXAMINER'S CASE NUMBER:
34a. LICENSE NUMBER (of Certifier): ME 007305
34b. CERTIFIER'S NAME: KENNETH Homer MD
35. NAME OF ATTENDING PHYSICIAN (If other than Certifier):
36a. CERTIFIER'S - STATE: Florida
36b. CITY OR TOWN: Fort Lauderdale
36c. STREET ADDRESS: 5601 N. Dixie Hwy. # 412
36d. ZIP CODE: 33334
37. SUBREGISTRAR - Signature and Date:
38a. LOCAL REGISTRAR - Signature:
38b. DATE FILED BY REGISTRAR (Mo., Day, Yr.): DEC 17 2010

CAUSE OF DEATH: TO BE COMPLETED BY MEDICAL CERTIFIER

39. PROBABLE MANNER OF DEATH: X Natural; The following are under the jurisdiction of the medical examiner: __ Accident __ Suicide __ Homicide __ Pending Investigation __ Undetermined
40. REPORTED TO MEDICAL EXAMINER DUE TO CAUSE OF DEATH? __ Yes X No
41. CAUSE OF DEATH - PART I. (See instructions on back) Enter the chain of events - diseases, injuries, or complications - that directly caused the death. Enter only one cause on a line. DO NOT enter terminal event such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. Approximate Interval: Onset to Death
IMMEDIATE CAUSE (Final disease or condition resulting in death)
a. Respiratory Arrest
Sequentially list conditions, if any, leading to the cause listed on line a. Enter the UNDERLYING CAUSE (disease or injury that initiated the events resulting in death) LAST
b. Pulmonary Hemorrhage
c. Lung Cancer (Adenocarcinoma)
d.
PART II. Other significant conditions contributing to death but not resulting in the underlying cause given in PART I.
42a. WAS AN AUTOPSY PERFORMED? __ Yes X No
42b. WERE AUTOPSY FINDINGS AVAILABLE TO COMPLETE THE CAUSE OF DEATH? __ Yes __ No
43a. IF SURGERY MENTIONED IN PART I OR II, ENTER REASON FOR SURGERY
43b. DATE OF SURGERY (Mo., Day, Yr.)
44. DID TOBACCO USE CONTRIBUTE TO DEATH? __ Yes __ No __ Probably __ Unknown
45. IF FEMALE, WAS SHE PREGNANT WITHIN THE PAST YEAR: __ Yes __ No __ Unknown If Yes, specify timeframe: __ at time of death __ within 1 to 42 days of death __ within 43 days to 1 year of death
46. DATE OF INJURY (Month, Day, Year)
47. TIME OF INJURY (24 hr.)
48. INJURY AT WORK? __ Yes __ No
49a. LOCATION OF INJURY - STATE
49b. CITY OR TOWN
49c. STREET ADDRESS
49d. APT. NO.
49e. ZIP CODE
50. DESCRIBE HOW INJURY OCCURRED
51. PLACE OF INJURY (e.g. Decedent's home, construction site, restaurant, wooded area)
IF TRANSPORTATION INJURY, 52a. Status of Decedent: __ Driver/Operator __ Passenger __ Pedestrian __ Other (Specify)
52b. Type of Vehicle: __ Car/Minivan __ S.U.V. __ Motorcycle __ Pickup Truck/Cargo Van __ Bus __ Heavy Transport __ Other (Specify)

DH Form 512, Jul. 2004 (Obsoletes previous editions which may not be used)

VOID IF ALTERED OR ERASED

Pearlie Brown
DEC 20 2010

GREAT SEAL OF THE STATE OF FLORIDA – IN GOD WE TRUST

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FLORIDA DEPARTMENT OF HEALTH

DH FORM 1947 (08/04)

37418221

CERTIFICATION OF VITAL RECORD

TS004957

American General
Life Companies

Insurance Service Center for:
The United States Life Insurance Company in the City of New York

October 09, 2012

ROBERT SPALLINA
4855 TECHNOLOGY WAY STE 720
BOCA RATON, FL 33431-3351

Contract Number: UD000166N
Insured: SIMON L BERNSTEIN

Dear ROBERT SPALLINA :

We were notified of the death of SIMON L BERNSTEIN and wish to extend our sincerest condolences to the family. We will process the claim as quickly and efficiently as possible with the hope that the policy proceeds will provide some peace of mind during this difficult time.

To complete the claims process, we will need the following:

- An original Long Form CERTIFIED death certificate for SIMON L BERNSTEIN..
- Enclosed Proof of Death Claimant's Statement to be completed by the beneficiary. Important information is enclosed with this form, so please review carefully.
- The original contract, if available. If you are unable to locate the contract, please note that on the claim form in the space provided.
- The obituary, if available.

We have found that many beneficiaries prefer not to make immediate decisions at such a traumatic time. To help you with this, if the benefit amount payable is $10,000.00 or more, you may choose to receive payment through an interest earning account with check writing privileges. Please review the enclosed important information describing the account.

We realize that life insurance is only one of the tasks faced by a bereaved family. To help guide you through the settling of an estate, claiming insurance benefits and other details, enclosed is a brochure entitled "When a Loved One Dies". We hope it may prove to be useful.

We understand and are sympathetic to the questions you may have, so please do not hesitate to contact us at the 800# listed below to help you through this process.

Sincerely,

INDIVIDUAL CLAIMS DEPARTMENT

Enclosure(s)
:

U40MR21

0A8

Important Information Regarding Claim Payment

Instant Access Account

Making financial decisions at an emotional time can be difficult. One method of payment that may be available to help you is through the Instant Access Account ("Account") settlement option. The Instant Access Account is designed to provide you with immediate access to the funds, while allowing you all the time you need to consider how you wish to use your insurance benefit.

If total payments are $10,000 or more you may choose to receive payment through the Instant Access Account option. The Account is an interest earning account in your name if you are an individual, or the name of the Trust or Estate designated to administer the proceeds. The proceeds are payable to you as the beneficiary of a life insurance policy. This is a draft account whereby you may draw down insurance proceeds and interest by drafting checks which are payable through State Street Bank and Trust Company. This is a convenient, easy option that gives you great flexibility. By writing a check using the provided checkbook, you may access funds immediately, or, in the future after you have had the opportunity to consider all of your financial options.

Trusts with one or two trustees and Estates may also be able to take advantage of the Instant Access Account settlement option if total payments are $10,000 or more.

Some of the Instant Access Account features include:

Immediate Access: The Instant Access Account gives you immediate access to your money starting on the day you receive your checkbook. You may withdraw all or part of your money at any time. You cannot make deposits into the Account.

Time to Decide: The Instant Access Account allows you to defer making long term investment decisions and provides time to consider your options. Other available settlement options are preserved until the entire balance is withdrawn or the balance drops below the minimum payment requirements.

Convenient: To access funds, simply write a check for at least $250 to yourself or to any third party. There are no monthly service charges, per-check charges or check fees. Fees will be charged for special services.

Interest Rates: The Instant Access Account earns a periodic interest rate determined by the company which is set after monitoring current short term rates and other prevailing rates available in the marketplace. The interest rate is subject to periodic review and may be adjusted by the company. There is not a minimum interest rate credited to the account. Interest is compounded daily and credited to your account monthly. Interest may be taxable; please consult with your tax advisor regarding taxable interest amounts. To obtain the current interest rate the program is offering please call 1-800-487-5433 and select the claims option.

Toll Free Service: Questions regarding your account will be answered via a toll free telephone number provided to you with your Instant Access Account checkbook.

Record Keeping: Proceeds paid through the Instant Access Account allow for easy record management through the receipt of monthly statements. The monthly statements will provide your current balance, account activity, interest earned and interest rate paid. Accountholders with no activity will receive a quarterly statement. No account activity for an extended period of time, as specified by your individual state law, could result in funds being transferred to the appropriate state under their unclaimed property laws.

If you choose the Instant Access Account a Welcome Kit will be sent to you that includes:

- A book of personalized checks that give the beneficiary the ability to write a check as soon as they are received.
- A Certificate of Account Confirmation and Terms and Conditions.
- A pamphlet detailing your account options and features.

Please note that benefits will not be payable by way of the Instant Access Account if any of the following circumstances exist:

- The benefits payable are less than $10,000. If the amount payable is less than $10,000 a lump sum check will be issued to you.
- The beneficiary is a minor, corporation or partnership.
- The beneficiary resides in Alaska, Arkansas, Connecticut, Indiana, Kansas, Kentucky, Louisiana, Maryland, New Jersey, New York or outside of the U.S.
- The type of policy or contract does not offer the payment option of an Instant Access Account.

Additional Options
You may request a lump sum settlement check or your insurance policy or contract also may provide other settlement options for payment. Please refer to the insurance contract regarding these settlement options.

Open Solutions BIS Inc. is the administrator of the Instant Access Account. Check clearing is provided by State Street Bank and Trust Company, Boston, MA. **Your account is not insured by the Federal Deposit Insurance Corporation (FDIC).** The funds are guaranteed by the State Guaranty Associations. Please contact the National Organization of Life and Health Insurance Guaranty Associations (www.nolhga.com) to learn more about the coverage of the account. Open Solutions BIS Inc and State Street Bank and Trust Company are not affiliates of American International Group Inc. or American General Life Insurance Company

American General
Life Companies

Proof of Death
Claimant's Statement

American General Life Insurance Company (AGL)
American General Life Insurance Company of Delaware (AGLDE)
The United States Life Insurance Company in the City of New York (USL)
Service Center: P.O. Box 4443 • Houston, TX 77210-4443 • 800.231.3655
Overnight mailing: 2727 A Allen Pkwy • Attn: Claims • Houston, TX 77019

To Be Completed By The Beneficiary *(please print)*

I DECEASED

DECEASED FULL NAME (include middle name) – List other hyphenations, nicknames, aliases and/or maiden names used by deceased in the past

DATE OF BIRTH	CAUSE OF DEATH	DATE OF DEATH

POLICIES DECEASED HELD:

POLICY NUMBER	POLICY NUMBER	POLICY NUMBER	POLICY NUMBER
UD000166N			

I hereby certify that the policy of insurance for the listed policy is ☐ **ENCLOSED** ☐ **LOST** ☐ **DESTROYED**

II CLAIMANT

CLAIMANT'S NAME		DATE OF BIRTH		RELATIONSHIP TO DECEASED
ADDRESS	**CITY**	**STATE**	**ZIP**	**TELEPHONE NO.**
				( )
EMAIL ADDRESS				**ALT NO.**
				( )

Have you given the Funeral Home an Assignment to collect any amount due under this claim? ☐ YES ☐ NO If yes, what amount? $ _____ (Attach copy of assignment)

How do you want proceeds paid?

☐ **Lump Sum - Instant Access Account**
If proceeds are paid by the Instant Access Account, a check may be written for the full amount as soon as the Welcome Kit is received. Not available for amounts less than $10,000. Not available in all states. Please review the claim letter for important information about the Account.

☐ **Lump Sum - Settlement check**

☐ **Settlement Option** - As described in the insurance policy. If Option, give details _____

I have read and I understand the important Fraud disclosure information located on page 3 of this form.

AUTHORIZATION REGARDING _____ ("Insured")
I, the Claimant / Legal Representative of the Insured authorize each insurance company listed above and American General Life Companies LLC (an affiliate services company) (collectively, the "Company") and their authorized representatives including their employees and agents, to provide information to, and, to receive information from, MIB Inc., which operates an information exchange that assists insurance companies with benefit administration, claims, and fraud prevention and detection activities. The authorization will be valid for the duration of the claim or 24 months, whichever is longer. I understand that I may revoke it by giving written notice to the Company, but any action taken by the Company before receipt of such notice will be valid. I acknowledge that I am entitled to obtain a copy of the authorization and a copy will be as valid as the original.

PLEASE SIGN HERE _____
Signature of Claimant/ Legal Representative of the Insured. Printed Name Date

III TAXPAYER I.D. NO.

Enter the claimant's taxpayer identification number in the appropriate box. For most individuals this is your social security number.	CLAIMANT'S S.S. NO.	OR	TAX I.D. NO.

Note: If the Social Security number or Tax I.D. number is not provided, and backup withholding is applicable, taxes will be withheld from the proceeds.

CERTIFICATION: Under penalties of perjury, I certify: (1) that the number shown on this claim form is my correct social security (or taxpayer identification) number and (2) that I am not subject to backup withholding under Section 3406(a)(1)(C) of the Internal Revenue Code. The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

PLEASE SIGN HERE CLAIMANT'S SIGNATURE DATE

IV MAILING

Use this section to provide alternative mailing address if different than above.

GENERAL INSTRUCTIONS

1. **Claimant's Statement.** This statement must be completed by the beneficiary If there is more than one beneficiary, each must complete a separate statement.
2. **Death Certificate.** We will require a Certified Death Certificate showing the cause or manner of death.
3. **Newspaper Account.** When available, a newspaper account of the death should be submitted.
4. **Policy.** The policy should be sent with this Statement. Explain if not enclosed.

SPECIAL INSTRUCTIONS

Estate Beneficiary. The Statement must be completed by the Executor or Administrator, and a certified copy of appointment must be furnished.

For Trust Beneficiary. Complete the Trust Affidavit section at the bottom of this page.

Minor Beneficiary. The Statement is to be completed by the legally appointed guardian of the Estate of the minor and an official certificate of the guardian's appointment must be furnished.

Predeceased Beneficiary. When a beneficiary has predeceased the insured, a certified copy of the death certificate is to be furnished.

Class Beneficiaries. An affidavit showing the names and dates of birth of each must be submitted.

Assignee. The Statement is to be completed by the assignee. If the assignment is no longer effective, a release of assignment from the assignee should be submitted. If collaterally assigned, the statement should be completed by both the beneficiary and assignee and the amount claimed by the assignee indicated on the statement.

Business Beneficiaries. If the beneficiary is a business, the person signing the form must be an officer/owner of the company. The company name must be given and the title of the person signing. Example: John Doe Auto Sales, Pat Jones, President

You must also include documents supporting that the person signing the claim form has the authority to do so. Example: Corporate resolution, official board minutes, etc.

DEATH OUTSIDE THE USA

1. For USA citizens, a CERTIFIED death certificate must be accompanied by a "Report of the Death of an American Citizen Abroad" from the US Department of State.

Certification of Trustee(s) complete this section if Beneficiary is the Trust

Insured:_____

Policy Number(s): _____

Name of Trust: _____

Tax ID of Trust: _____

The undersigned hereby certify as follows:

1. That they are Trustees under a Trust Agreement dated: _____
2. That they are the Trustees designated as beneficiary under the above numbered policy(ies);
3. That said Trust Agreement is in full force and effect and that by its terms they are empowered to receive payment of the proceeds of the above policy(ies)
4. That, if applicable, said Trust/Plan is presently fully qualified having met the requirements of Section 401(a) of the Internal Revenue Code.

It is understood and agreed by the undersigned that payment of such proceeds to the Trustees shall discharge the Company from any and all liability therefore and that the Company shall have no responsibility for the carrying out of the Trust Agreement.

The plural as used herein shall include the singular wherever applicable

Signed this _____day of _____ 20_____.

Individual Trustee(s): _____

(Trustee Signature) (Printed Name)

_____

(Signature) (Printed Name) (Signature) (Printed Name)

OR

Corporate Trustee:_____

(Name of Corporate Trustee)

By: _____

(Officer's Signature) (Printed Name) (Title)

(All co-trustees must sign.)

Please detach & keep pages 3 & 4

FRAUD WARNING DISCLOSURE

In some states we are required to advise you of the following: Any person who knowingly intends to defraud or facilitates a fraud against an insurer by submitting an application or filing a false claim, or makes an incomplete or deceptive statement of material fact, may be guilty of insurance fraud.

Alaska: A person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete or misleading information may be prosecuted under state law.

Arizona: For your protection Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

Arkansas, Louisiana, Maryland, New Mexico, Rhode Island, Texas, West Virginia: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

California: For your protection California law requires the following to appear on this form: Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Colorado: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding and attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provided false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Delaware, Idaho, Indiana, Oklahoma: WARNING - Any person who knowingly, and with intent to injure, defraud or deceive any insurer, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

District of Columbia, Maine, Tennessee, Virginia, Washington: WARNING: It is a crime to knowingly provide false or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

Florida: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Kentucky: Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

Minnesota: A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

New Hampshire: Any person who, with a purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.

New Jersey: Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

New York: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Ohio: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Pennsylvania: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Puerto Rico: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation with the penalty of a fine of not less than five thousand dollars ($5,000) and not more than ten thousand dollars ($10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances are present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances be present, it may be reduced to a minimum of two (2) years.

MEDICAL INFORMATION BUREAU NOTICE

Information regarding your insurability or claim will be treated as confidential. The Company, or its reinsurers may, however, make a brief report thereon to MIB a not-for-profit membership organization of insurance companies, which operates an information exchange on behalf of its Members. If you apply to another MIB Member company for life or health insurance coverage, or a claim for benefits is submitted, MIB, upon request, will supply such company with the information from its file.

Upon receipt of a request from you, MIB will arrange disclosure of any information it may have in your file. Please contact MIB at 866-692-6901 (TTY 866-346-3642). If you question the accuracy of information in MIB's file, you may contact MIB and seek a correction in accordance with the procedures set forth in the federal Fair Credit Reporting Act. The address of MIB's information office is Post Office Box 105, Essex Station Boston, Massachusetts 02112.

The Company, or its reinsurers, may also release information in its file to other insurance companies to whom you may apply for the life or health insurance, or, to whom a claim for benefits may be submitted.

American General Life Companies, www.americangeneral.com, is the marketing name for the insurance companies and affiliates comprising the domestic life operations of American International Group, Inc.

The licensed insurance company is responsible for its own financial condition and contractual obligations. AGL and AGLDE are not licensed to do business in the state of New York.

Robert Spallina

From: Ted Bernstein [tbernstein@lifeinsuranceconcepts.com]
Sent: Friday, October 19, 2012 12:32 PM
To: Robert Spallina; Pam Simon
Subject: RE: Update

Robert,

We believe we have a solution to the life insurance policy which provides the desired result. We would like to discuss this with you at your earliest convenience. Until we have this conversation, please do not process anything further with the insurance company as we would like to avoid any unnecessary confusion for them. Pam, her husband Scooter, and I would like to have this initial conversation with you.

Let me know what is good for you and I can coordinate with Pam and Scooter.

Take care...

-----Original Message-----
From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Friday, October 19, 2012 7:19 AM
To: Pam Simon
Cc: Ted Bernstein
Subject: Re: Update

Pam - My office is processing the claim as your father was the owner of the policy and the proceeds will likely be paid to the estate in the absence of finding the trust. As I mentioned previously there was a discussion with the carrier about possibly using the 2000 trust (the one you are carved out of but would be split 5 ways according to Ted) but I'm not sure that we will achieve that result. 11:00 on Tuesday your time is my lunch hour. I am out of the office all day and will reach out to you on Monday as my calendar is fairly packed next week and a status call will have to be later in the day sometime next week. Have a nice weekend.

Sent from my iPhone

On Oct 19, 2012, at 6:32 AM, "Pam Simon" <pambsimon@me.com> wrote:

> Hi Robert - I have the ss4 on the 1995 irrevocable trust so we should be able to take care of getting the payment. If you already have the death claim package from the carrier can you overnight it to me and we will take care of the payout? If you don't have the package, can you send me an original death certificate and I will request it from the carrier?
> Also, we would like to do a family status call Tuesday at 11 am
> chicago time. Pls let us know if that works for you? Have a nice
> weekend - Pam Simon
>
> Thanks
> Pam
>
> On Oct 15, 2012, at 10:12 AM, Robert Spallina <rspallina@tescherspallina.com> wrote:
>
>> Call me now
>>
>> -----Original Message-----
>> From: Pam Simon [mailto:pambsimon@me.com]

>> Sent: Monday, October 15, 2012 11:11 AM
>> To: Robert Spallina
>> Subject: Re: Call 10/ 16/12 Tuesday 3:30 pm Chicago time
>>
>> I have some on the trust - should only be a few minutes
>>
>> On Oct 15, 2012, at 8:36 AM, Robert Spallina
>> <rspallina@tescherspallina.com> wrote:
>>
>>> There are no updates at this time
>>>
>>> Sent from my iPhone
>>>
>>> On Oct 15, 2012, at 8:40 AM, "Pam Simon" <pambsimon@me.com> wrote:
>>>
>>>> Hi all - do you have time for status?

J.P.Morgan

Client ID: 80842501
Invoice Date 8/24/12
For the Period 7/31/12 to 8/31/12

01377 CB4 001 001 23712 - NNNNNNNNNNN PC 02 B
BERNSTEIN FAMILY INVESTMENT LLLP
SIMON BERNSTEIN
C/O SIMON BERNSTEIN
7020 LINOS HEAD LANE
BOCA RATON, FL 33496

Loan Account(s)

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Loan Number 902364935	6

J.P. Morgan Team

Client Service Team	800/576-0938
	pb-service0938@jpmorgan.com
Hearing Impaired	(800) 242-7383

TS004967

237510200600201377O1

J.P.Morgan

Client ID: 80842501
Invoice Date 8/24/12
For the Period 7/31/12 to 8/31/12

Consolidated Summary

Account Type	Loan Number	Loan Maturity Date	Interest Rate Type	Outstanding Principal Balance	Total Due
Line - Advised	900969382	08/30/13	Libor	1,384,049.79	2,318.32
Line - Advised	902329136	08/31/12	Libor	0.00	0.00
Line - Advised	902364935	08/30/13	Libor	7,000.00	11.73
Total				**$1,391,049.79**	**$2,330.05**

TS004968

J.P.Morgan

BERNSTEIN FAMILY INVESTMENT LLLP
SIMON BERNSTEIN
Loan Number 900969382

Client ID: 80842501
Invoice Date 8/24/12
For the Period 7/31/12 to 8/31/12

Loan Summary

	Amount
Beginning Principal Balance	**1,384,049.79**
Ending Principal Balance	**$1,384,049.79**

Your Account will be Charged On	08/31/12
Account Number to Charge	XXXXX7231

Current Interest & Fees Due	2,318.32
Total Due	**$2,318.32**
Loan Maturity Date	08/30/13
Interest Paid Year-to-Date	17,250.25
Interest Paid Prior Year	22,728.22

Loan Principal Transaction Detail

Effective Date	Description	Drawdowns & Adjustments	Payments & Adjustments	Balance
	Beginning Principal Balance			**1,384,049.79**
	Ending Principal Balance			**$1,384,049.79**

Loan Interest and Fee Transaction Detail

Loan Interest Type: Libor

Effective Date	Description	Accruals	Payments & Adjustments	Balance
	Beginning Interest/Fee Balance			**2,318.64**
07/30/12	Change Base Rate 0.245200			
07/31/12	Interest Payment		2,318.64	

TS004969

237510200600201377O2

J.P.Morgan

BERNSTEIN FAMILY INVESTMENT LLLP
SIMON BERNSTEIN
Loan Number 900969382

Client ID: 80842501
Invoice Date 8/24/12
For the Period 7/31/12 to 8/31/12

Loan Interest and Fee Transaction Detail CONTINUED

Effective Date	Description	Accruals	Payments & Adjustments	Balance
	Interest Calculated On 1,384,049.79 From 07/31/12 To 08/31/12 For 31 Days/ 360/Act @ 1.945200	2,318.33		
	Ending Interest/Fee Balance			**$2,318.32**
Total		**$2,318.33**	**($2,318.64)**	

TS004970

J.P.Morgan

BERNSTEIN FAMILY INVESTMENT LLLP
SIMON BERNSTEIN
Loan Number 902329136

Client ID: 80842501
Invoice Date 8/24/12
For the Period 7/31/12 to 8/31/12

Loan Summary	Amount
Beginning Principal Balance	0.00
Ending Principal Balance	$0.00

Total Due	$0.00
Loan Maturity Date	08/31/12
Interest Paid Year-to-Date	51.16
Interest Paid Prior Year	0.00

Your Account will be Charged On	08/31/12
Account Number to Charge	XXXXX7231

Loan Principal Transaction Detail

Effective Date	Description	Drawdowns & Adjustments	Payments & Adjustments	Balance
	Beginning Principal Balance			0.00
	Ending Principal Balance			$0.00

Loan Interest and Fee Transaction Detail — Loan Interest Type: Libor

Effective Date	Description	Accruals	Payments & Adjustments	Balance
	Beginning Interest/Fee Balance			(2.69)
08/08/12	Interest Rebate	2.69		
	Ending Interest/Fee Balance			$0.00
Total		$2.69		

TS004971

23751020060020137703

J.P.Morgan

BERNSTEIN FAMILY INVESTMENT LLLP
SIMON BERNSTEIN
Loan Number 902364935

Client ID: 80842501
Invoice Date 8/24/12
For the Period 7/31/12 to 8/31/12

Loan Summary	Amount
Beginning Principal Balance	7,000.00
Ending Principal Balance	$7,000.00

Your Account will be Charged On	08/31/12
Account Number to Charge	XXXXX7231

Current Interest & Fees Due	11.73
Total Due	**$11.73**

Loan Maturity Date	08/30/13
Interest Paid Year-to-Date	25.68
Interest Paid Prior Year	0.00

Loan Principal Transaction Detail

Effective Date	Description	Drawdowns & Adjustments	Payments & Adjustments	Balance
	Beginning Principal Balance			7,000.00
	Ending Principal Balance			$7,000.00

TS004972

J.P.Morgan

BERNSTEIN FAMILY INVESTMENT LLLP
SIMON BERNSTEIN
Loan Number 902364935

Client ID: 80842501
Invoice Date 8/24/12
For the Period 7/31/12 to 8/31/12

Loan Interest and Fee Transaction Detail

Loan Interest Type: Libor

Effective Date	Description	Accruals	Payments & Adjustments	Balance
	Beginning Interest/Fee Balance			**11.73**
07/31/12	Interest Payment		11.73	
	Interest Calculated On 7,000.00 From 07/31/12 To 08/31/12 For 31 Days/ 360/Act @ 1.946200	11.73		
	Ending Interest/Fee Balance			**$11.73**
Total		**$11.73**	**($11.73)**	

TS004973

2375102006020137704

J.P.Morgan

Client ID: 80842501
Invoice Date 8/24/12
For the Period 7/31/12 to 8/31/12

Important Information About Your Statement

1. This statement reflects activity on loans with a common billing date. Loans with a different billing date will appear on a separate statement.

2. In accruing interest, the number of days for any period includes the "From" date, but not the "To" date.

3. Interest is calculated according to the following formula:

$$\left(\frac{\text{Principal} \times \text{Rate}}{\text{Basis}}\right) \times \text{No. of Days}$$

4. Please be advised that the Bank calculates interest accrued to eight decimal places, and does not round to cents until the end of a billing period. For your convenience, however, the statement shows interest due for each individual transaction rounded to cents. For this reason, the sum of the individual interest amounts may not equal the actual total for interest due.

This statement reflects the Bank's current bill to you. To the extent any additional or different amounts are due or different terms apply under your loan documents, the Bank reserves all of its rights. JPMorgan Chase Bank, N.A. Member FDIC

Interest Paid YTD and Interest Paid Prior Year totals contained within this statement are provided for information purposes only, and include payments processed as of the statement date.

TS004974

J.P. Morgan Securities LLC
383 Madison Avenue, New York, NY 10179
Member SIPC, NYSE, and FINRA

SIMON BERNSTEIN IRA ROLLOVER ACCT. W32585007

August 17, 2012

00077 OPC 802 001 23012 - T 00098.00.0.50.00001.BERNSCT.20120817
SIMON BERNSTEIN
C/O ARBITRAGE INT'L MARKETING
950 PENINSULA CORPORATE CIR STE 3010
BOCA RATON FL 33487-1387

Confirmation

Sales

Trade Date	Settlement Date	Description	Type	Quantity	Price	Commission	Proceeds
8/16	8/17	JPM TR I HIGHBRIDGE STATISTICAL -SEL FUND 1011 J.P.MORGAN SECURITIES LLC AS AGENT @ 14.90	UNSOLICITED	(2,535.905)	14.90		37,784.98

Note: You may be charged a redemption fee if you choose to redeem or exchange shares of certain funds. For any applicable charges and fees, please consult the relevant prospectus.

J.P.Morgan

SIMON BERNSTEIN IRA ROLLOVER ACCT. W32585007

August 17, 2012

It is agreed between JPMorgan Chase Bank, N.A. (the "Bank") and the customer that this confirmation is being provided by the Bank on behalf of its affiliate, J.P. Morgan Securities LLC ("JPMS" or "us" or "we" or "our"), if JPMS acted as your agent in this transaction. The distributor of the JPMorgan Funds is JPMorgan Distribution Services, Inc., which is an affiliate of JPMS and the Bank. JPMS, the Bank and its affiliates may receive compensation from JPMorgan Funds for providing services. Other revenue sharing arrangements may exist between affiliates.

This confirmation incorporates, and the transactions confirmed are hereby subject to, any written agreement between you and us. The terms of this confirmation govern in the event of any inconsistency with the term of any other agreements. It is agreed between you and us that this transaction, as described on the face hereof, is subject to the following terms and conditions. This confirmation shall inure to our benefit including successors and assigns and shall be deemed conclusive if not objected to, in writing, promptly after you receive your confirmation. Please review this confirmation carefully. If you disagree with the details of any transaction or find any error, you must immediately notify your J.P. Morgan representative in writing. We will not be liable for any losses that occur because of your failure to promptly notify us of any discrepancy or error. If any part of this agreement is held to be void or unenforceable, this shall not affect the validity or enforceability of the remaining parts of this agreement. We receive remuneration from affiliates for services rendered in connection with certain transactions. On written request we will furnish: the time of execution, name of other party, if applicable, and details of remuneration received from other persons when we act as agent for such other persons. JPMS has acted as your agent unless otherwise indicated. We may execute your transaction through an affiliated brokerage firm, which may have a long or short position in this security, and may have profited or lost in connection with this transaction.

The Securities Investor Protection Act of 1970, as amended, will not protect you with respect to a repurchase or other financing transaction hereunder. Shares of mutual funds sold, offered or recommended are not bank deposits and are not guaranteed by any bank, government entity or the FDIC, unless we disclose otherwise. Return and share price will fluctuate and redemption value may be more or less than original cost. While the money market mutual funds seek to maintain a stable net asset value ("NAV") of $1.00 per share, there is no assurance that they will continue to do so. We are a corporate entity separate from our affiliates and no activity or obligation of ours is guaranteed by or will be performed by any of our affiliates. An affiliate of ours may from time to time issue instruments underwritten, dealt in or placed by us, or may lend to an issuer of instruments underwritten/dealt in by us, and the offering document will disclose additional information on such loan. You agree that we may share credit and other information concerning you with our affiliates to the extent permitted by law.

You may be eligible for mutual fund breakpoint discounts based on the size of your purchase, current holdings or future purchases. The sales charge you may pay may differ slightly from the prospectus disclosed rate due to rounding calculations. Please refer to the prospectus.

Shareholders of certain funds may be charged a redemption fee equal to some percentage of the proceeds, as specified in the prospectus, if they exchange or redeem shares of such funds within a timeframe of purchase, as specified in the prospectus, subject to certain exceptions set forth in the prospectus of the applicable fund. Please consult your JPMS representative if you need additional assistance or for a list of the JPMorgan Funds that impose redemption fees. As a matter of policy JPMS does not receive payments in return for directing customer order flow to particular broker/dealers or market centers. JPMS may receive discounts, rebates, and reductions of fees or credits, generally based on overall volume of trading activity. As a result of sending orders to other market centers or ECN's, however these will not exceed the fees or expenses incurred for executing the order. This does not alter JPMS's policy to route customer orders to the market where it believes clients will receive the best execution, taking into account price, reliability, market depth, quality of service, speed and efficiency.

Your capacity was for your own account, unless you expressly specified otherwise to us, prior to the transaction, in writing, with sufficient information for us to rely upon the credit of another party or your credit in another capacity. We or our affiliates may participate or be financially interested in a primary or secondary distribution in the instrument (or related instruments) purchased from or sold to you. If this transaction is a sale by you of an instrument not held in your account with us and it is not marked short, you represent that you own such instrument and it is agreed that you will promptly deliver such instrument to us.

J.P. Morgan Securities LLC
383 Madison Avenue, New York, NY 10179
Member SIPC, NYSE, and FINRA

SIMON BERNSTEIN IRA ROLLOVER ACCT. W32585007

August 30, 2012

00098 OPC 802 001 24312 - T 000124.00.0.50.00001.BERNSCT.20120830
SIMON BERNSTEIN
C/O ARBITRAGE INT'L MARKETING
950 PENINSULA CORPORATE CIR STE 3010
BOCA RATON FL 33487-1387

Confirmation

Sales

Trade Date	Settlement Date	Description	Type	Quantity	Price	Commission	Proceeds
8/29	8/30	HUSSMAN STRATEGIC GROWTH FUND	UNSOLICITED	(1,857.887)	11.07		20,566.81

Note: You may be charged a redemption fee if you choose to redeem or exchange shares of certain funds. For any applicable charges and fees, please consult the relevant prospectus.

It is agreed between JPMorgan Chase Bank, N.A. (the "Bank") and the customer that this confirmation is being provided by the Bank on behalf of its affiliate, J.P. Morgan Securities LLC ("JPMS" or "us" or "we" or "our"), if JPMS acted as your agent in this transaction. The distributor of the JPMorgan Funds is JPMorgan Distribution Services, Inc., which is an affiliate of JPMS and the Bank. JPMS, the Bank and its affiliates may receive compensation from JPMorgan Funds for providing services. Other revenue sharing arrangements may exist between affiliates.

This confirmation incorporates, and the transactions confirmed are hereby subject to, any written agreement between you and us. The terms of this confirmation govern in the event of any inconsistency with the term of any other agreements. It is agreed between you and us that this transaction, as described on the face hereof, is subject to the following terms and conditions. This confirmation shall inure to our benefit including successors and assigns and shall be deemed conclusive if not objected to, in writing, promptly after you receive your confirmation. Please review this confirmation carefully. If you disagree with the details of any transaction or find any error, you must immediately notify your J.P. Morgan representative in writing. We will not be liable for any losses that occur because of your failure to promptly notify us of any discrepancy or error. If any part of this agreement is held to be void or unenforceable, this shall not affect the validity or enforceability of the remaining parts of this agreement. We receive remuneration from affiliates for services rendered in connection with certain transactions. On written request we will furnish: the time of execution, name of other party, if applicable, and details of remuneration received from other persons when we act as agent for such other persons. JPMS has acted as your agent unless otherwise indicated. We may execute your transaction through an affiliated brokerage firm, which may have a long or short position in this security, and may have profited or lost in connection with this transaction.

The Securities Investor Protection Act of 1970, as amended, will not protect you with respect to a repurchase or other financing transaction hereunder. Shares of mutual funds sold, offered or recommended are not bank deposits and are not guaranteed by any bank, government entity or the FDIC, unless we disclose otherwise. Return and share price will fluctuate and redemption value may be more or less than original cost. While the money market mutual funds seek to maintain a stable net asset value ("NAV") of $1.00 per share, there is no assurance that they will continue to do so. We are a corporate entity separate from our affiliates and no activity or obligation of ours is guaranteed by or will be performed by any of our affiliates. An affiliate of ours may from time to time issue instruments underwritten, dealt in or placed by us, or may lend to an issuer of instruments underwritten/dealt in by us, and the offering document will disclose additional information on such loan. You agree that we may share credit and other information concerning you with our affiliates to the extent permitted by law.

You may be eligible for mutual fund breakpoint discounts based on the size of your purchase, current holdings or future purchases. The sales charge you may pay may differ slightly from the prospectus disclosed rate due to rounding calculations. Please refer to the prospectus.

Shareholders of certain funds may be charged a redemption fee equal to some percentage of the proceeds, as specified in the prospectus, if they exchange or redeem shares of such funds within a timeframe of purchase, as specified in the prospectus, subject to certain exceptions set forth in the prospectus of the applicable fund. Please consult your JPMS representative if you need additional assistance or for a list of the JPMorgan Funds that impose redemption fees. As a matter of policy JPMS does not receive payments in return for directing customer order flow to particular broker/dealers or market centers. JPMS may receive discounts, rebates, and reductions of fees or credits, generally based on overall volume of trading activity. As a result of sending orders to other market centers or ECN's, however these will not exceed the fees or expenses incurred for executing the order. This does not alter JPMS's policy to route customer orders to the market where it believes clients will receive the best execution, taking into account price, reliability, market depth, quality of service, speed and efficiency.

Your capacity was for your own account, unless you expressly specified otherwise to us, prior to the transaction, in writing, with sufficient information for us to rely upon the credit of another party or your credit in another capacity. We or our affiliates may participate or be financially interested in a primary or secondary distribution in the instrument (or related instruments) purchased from or sold to you. If this transaction is a sale by you of an instrument not held in your account with us and it is not marked short, you represent that you own such instrument and it is agreed that you will promptly deliver such instrument to us.

J.P. Morgan Securities LLC
383 Madison Avenue, New York, NY 10179
Member SIPC, NYSE, and FINRA

SIMON BERNSTEIN IRA ROLLOVER ACCT. W32585007

August 23, 2012

00083 OPC 802 001 23612 - T 000117.00.0.50.00001.BERNSCT.20120823
SIMON BERNSTEIN
C/O ARBITRAGE INT'L MARKETING
950 PENINSULA CORPORATE CIR STE 3010
BOCA RATON FL 33487-1387

Confirmation

Sales

Trade Date	Settlement Date	Description	Type	Quantity	Price	Commission	Proceeds
8/23	8/24	LOOMIS SAYLES FDS I BOND FD RETAIL	UNSOLICITED	(1,533.742)	14.67		22,500.00
8/23	8/24	LORD ABBET INVT TR TOTAL RETURN A	UNSOLICITED	(1,193.756)	10.89		13,000.00
8/23	8/24	GATEWAY TRUST FUND	UNSOLICITED	(182.415)	27.41		5,000.00
8/23	8/24	T ROWE PRICE INTERNATIONAL FUNDS INC NEW ASIA FUND	UNSOLICITED	(321.750)	15.54		5,000.00

Total Sales **45,500.00**

Note: You may be charged a redemption fee if you choose to redeem or exchange shares of certain funds. For any applicable charges and fees, please consult the relevant prospectus.

SIMON BERNSTEIN IRA ROLLOVER ACCT. W32585007

August 23, 2012

It is agreed between JPMorgan Chase Bank, N.A. (the "Bank") and the customer that this confirmation is being provided by the Bank on behalf of its affiliate, J.P. Morgan Securities LLC ("JPMS" or "us" or "we" or "our"), if JPMS acted as your agent in this transaction. The distributor of the JPMorgan Funds is JPMorgan Distribution Services, Inc., which is an affiliate of JPMS and the Bank. JPMS, the Bank and its affiliates may receive compensation from JPMorgan Funds for providing services. Other revenue sharing arrangements may exist between affiliates.

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The Securities Investor Protection Act of 1970, as amended, will not protect you with respect to a repurchase or other financing transaction hereunder. Shares of mutual funds sold, offered or recommended are not bank deposits and are not guaranteed by any bank, government entity or the FDIC, unless we disclose otherwise. Return and share price will fluctuate and redemption value may be more or less than original cost. While the money market mutual funds seek to maintain a stable net asset value ("NAV") of $1.00 per share, there is no assurance that they will continue to do so. We are a corporate entity separate from our affiliates and no activity or obligation of ours is guaranteed by or will be performed by any of our affiliates. An affiliate of ours may from time to time issue instruments underwritten, dealt in or placed by us, or may lend to an issuer of instruments underwritten/dealt in by us, and the offering document will disclose additional information on such loan. You agree that we may share credit and other information concerning you with our affiliates to the extent permitted by law.

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Your capacity was for your own account, unless you expressly specified otherwise to us, prior to the transaction, in writing, with sufficient information for us to rely upon the credit of another party or your credit in another capacity. We or our affiliates may participate or be financially interested in a primary or secondary distribution in the instrument (or related instruments) purchased from or sold to you. If this transaction is a sale by you of an instrument not held in your account with us and it is not marked short, you represent that you own such instrument and it is agreed that you will promptly deliver such instrument to us.

J.P. Morgan Securities LLC
383 Madison Avenue, New York, NY 10179
Member SIPC, NYSE, and FINRA

SIMON BERNSTEIN IRA ROLLOVER ACCT. W32585007

August 29, 2012

00172 OPC 802 001 24212 - T 000206.00.0.50.00001.BERNSCT.20120829
SIMON BERNSTEIN
C/O ARBITRAGE INT'L MARKETING
950 PENINSULA CORPORATE CIR STE 3010
BOCA RATON FL 33487-1387

2425274003001001720 1

Confirmation

Sales

Trade Date	Settlement Date	Description	Type	Quantity	Price	Commission	Proceeds
8/29	8/30	THE ARBITRAGE FUND-R	UNSOLICITED	(2,466.900)	12.86		31,724.33
8/29	8/30	LORD ABBET INVT TR TOTAL RETURN A	UNSOLICITED	(5,451.590)	10.89		59,367.82

Total Sales **91,092.15**

Note: You may be charged a redemption fee if you choose to redeem or exchange shares of certain funds. For any applicable charges and fees, please consult the relevant prospectus.

TS004981

J.P.Morgan

J.P.Morgan

SIMON BERNSTEIN IRA ROLLOVER ACCT. W32585007

August 29, 2012

It is agreed between JPMorgan Chase Bank, N.A. (the "Bank") and the customer that this confirmation is being provided by the Bank on behalf of its affiliate, J.P. Morgan Securities LLC ("JPMS" or "us" or "we" or "our"), if JPMS acted as your agent in this transaction. The distributor of the JPMorgan Funds is JPMorgan Distribution Services, Inc., which is an affiliate of JPMS and the Bank. JPMS, the Bank and its affiliates may receive compensation from JPMorgan Funds for providing services. Other revenue sharing arrangements may exist between affiliates.

This confirmation incorporates, and the transactions confirmed are hereby subject to, any written agreement between you and us. The terms of this confirmation govern in the event of any inconsistency with the term of any other agreements. It is agreed between you and us that this transaction, as described on the face hereof, is subject to the following terms and conditions. This confirmation shall inure to our benefit including successors and assigns and shall be deemed conclusive if not objected to, in writing, promptly after you receive your confirmation. Please review this confirmation carefully. If you disagree with the details of any transaction or find any error, you must immediately notify your J.P. Morgan representative in writing. We will not be liable for any losses that occur because of your failure to promptly notify us of any discrepancy or error. If any part of this agreement is held to be void or unenforceable, this shall not affect the validity or enforceability of the remaining parts of this agreement. We receive remuneration from affiliates for services rendered in connection with certain transactions. On written request we will furnish: the time of execution, name of other party, if applicable, and details of remuneration received from other persons when we act as agent for such other persons. JPMS has acted as your **agent** unless otherwise indicated. We may execute your transaction through an affiliated brokerage firm, which may have a long or short position in this security, and may have profited or lost in connection with this transaction.

The Securities Investor Protection Act of 1970, as amended, will not protect you with respect to a repurchase or other financing transaction hereunder. Shares of mutual funds sold, offered or recommended are not bank deposits and are not guaranteed by any bank, government entity or the FDIC, unless we disclose otherwise. Return and share price will fluctuate and redemption value may be more or less than original cost. While the money market mutual funds seek to maintain a stable net asset value ("NAV") of $1.00 per share, there is no assurance that they will continue to do so. We are a corporate entity separate from our affiliates and no activity or obligation of ours is guaranteed by or will be performed by any of our affiliates. An affiliate of ours may from time to time issue instruments underwritten, dealt in or placed by us, or may lend to an issuer of instruments underwritten/dealt in by us, and the offering document will disclose additional information on such loan. You agree that we may share credit and other information concerning you with our affiliates to the extent permitted by law.

You may be eligible for mutual fund breakpoint discounts based on the size of your purchase, current holdings or future purchases. The sales charge you may pay may differ slightly from the prospectus disclosed rate due to rounding calculations. Please refer to the prospectus.

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J.P. Morgan Securities LLC
383 Madison Avenue, New York, NY 10179
Member SIPC, NYSE, and FINRA

SIMON BERNSTEIN IRA ROLLOVER ACCT. W32585007

August 24, 2012

00083 OPC 802 001 23712 - T 000113.00.0.50.00001.BERNSCT.20120824
SIMON BERNSTEIN
C/O ARBITRAGE INT'L MARKETING
950 PENINSULA CORPORATE CIR STE 3010
BOCA RATON FL 33487-1387

2405274002001000025O1

Confirmation

Sales

Trade Date	Settlement Date	Description	Type	Quantity	Price	Commission	Proceeds
8/23	8/24	HUSSMAN STRATEGIC GROWTH FUND	UNSOLICITED	(407.240)	11.05		4,500.00

Note: You may be charged a redemption fee if you choose to redeem or exchange shares of certain funds. For any applicable charges and fees, please consult the relevant prospectus.

SIMON BERNSTEIN IRA ROLLOVER ACCT. W32585007

August 24, 2012

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J.P. Morgan Securities LLC
383 Madison Avenue, New York, NY 10179
Member SIPC, NYSE, and FINRA

SIMON BERNSTEIN IRA ROLLOVER ACCT. W32585007

August 27, 2012

00156 OPC 802 001 24012 - T 000182.00.0.50.00001.BERNSCT.20120827
SIMON BERNSTEIN
C/O ARBITRAGE INT'L MARKETING
950 PENINSULA CORPORATE CIR STE 3010
BOCA RATON FL 33487-1387

Confirmation

Purchases

Trade Date	Settlement Date	Description	Type	Quantity	Price	Commission	Market Cost
8/23	8/24	LOOMIS SAYLES FDS I BOND FD RETAIL INCOME DIVIDEND @ 0.063 PER SHAR REINVESTED @ $14.67 J.P.MORGAN SECURITIES LLC AS AGENT AS OF 08/24/12	UNSOLICITED	35.970	14.67		(527.68)

J.P.Morgan

SIMON BERNSTEIN IRA ROLLOVER ACCT. W32585007

August 27, 2012

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J.P.Morgan

9/14/2012

BERNSTEIN FAMILY INVESTMENT LLLP
950 PENINSULA CORP CIR STE 3010
BOCA RATON FL 33487-1387

Account: W32635000

KRAFT FOODS INC CLASS A
KRAFT FOODS INC COM STK NPV CLS'A'
CUSIP: 50075N104

Notification of a Corporate Action

Your account reflects the associated position in the above security at our firm. Please note that we recently received notice that the aforementioned security has been associated to a corporate action with the following terms :

SPIN-OFF CONCURRENT WITH NAME CHANGE

HOLDERS WILL RECEIVE ONE SHARE OF KRAFT FOODS GROUP INCORPORATION, CUSIP: 50076Q106 FOR EVERY THREE SHARES OF KRAFT FOODS INCORPORATION CLASS A, CUSIP: 50075N104, HELD.

NAME CHANGE TO MONDELEZ INTERNATIONAL CORPORATION.

EX-DATE: 10/2/2012
RECORD DATE: 9/19/2012
PAYABLE DATE: 10/1/2012
DUE BILL REDEMPTION PERIOD: 9/20/2012 TO 10/4/2012

Quantity Held: 750

This notice is for informational purposes only. Any results of the corporate action will be posted to your account upon receipt.

The client is solely and exclusively responsible for knowing the rights and terms of all securities owned by the client, specifically including valuable rights that may expire unless the client take action. This includes, but is not limited to, warrants, stock rights, convertible securities, bonds, and securities subject to a tender or exchange offer. Accordingly, any oral or electronic information or interpretation provided by J.P. Morgan is subject to the written rights and terms as promulgated by the issuer or applicable law and regulation, and J.P. Morgan is not responsible for any discrepancies therewith.

J.P. Morgan is not obligated to take any action or render any advice with respect to the voting of proxies or other corporate actions related to securities owned by a client.

FOR ADDITIONAL INFORMATION CONTACT YOUR INVESTMENT EXECUTIVE

J.P.Morgan

OFFICE SERVICING YOUR ACCOUNT
J.P. Morgan Securities LLC
383 Madison Avenue
New York, New York 10179
(212) 270-6000

CLEARED THROUGH ITS
WHOLLY OWNED SUBSIDIARY

J.P. Morgan Clearing Corp.
Three Chase Metrotech Center
Brooklyn, New York 11245-0001

SIMON BERNSTEIN IRA R/O
C/O ARBITRAGE INT'L MARKETING
950 PENINSULA CORPORATE CIR
STE 3010
BOCA RATON FL 33487-1387

[redacted]

Processing Date	8/29/12
Account Number	242-08945 B4Q
Settlement Account	W32585

CONFIRMATION

WE ARE PLEASED TO CONFIRM THE FOLLOWING TRANSACTION(S)

EQUITIES AND OPTIONS

Trade Date	Settlement Date	Bought/ Sold	Description	Symbol/ CUSIP	Quantity	Price	Money Type	Money Amount	Type	C	Trade Number
08/29/12	09/04/12	Sold	ISHARES TRUST RUSSELL 1000 VALUE INDEX FD AVG PRICE SHOWN-DETAILS ON REQ UNSOLICITED	IWD 464287598	550	70.56	Principal Comm/Comm Equiv Fee NET AMOUNT	38,808.00 100.00 0.87 38,707.13	DVP	8	P4599

Important Notice Regarding the Availability of Information Statement Materials

KRAFT FOODS INC.

J.P.Morgan

P.O. BOX 6076
500 STANTON CHRISTIANA ROAD
NEWARK, DE 19714-6076

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1 OF 4
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BERNSTEIN FAMILY INVESTMENT LLLP
950 PENINSULA CORP CIR STE 3010
BOCA RATON FL 33487-1387

You are receiving this communication because you hold securities in the company listed above. It has released informational materials regarding its spin-off of its wholly owned subsidiary, Kraft Foods Group, Inc., or "Kraft Foods Group," that are now available for your review. **This notice provides instructions on how to access the KRAFT FOODS INC. materials for informational purposes only. It is not a form for voting and presents only an overview of the KRAFT FOODS INC. materials, which contain important information and are available, free of charge, on the Internet or by mail. We encourage you to access and review closely the KRAFT FOODS INC. materials.**

To effect the spin-off, KRAFT FOODS INC. will distribute all of the shares of Kraft Foods Group common stock on a pro rata basis to the holders of KRAFT FOODS INC. common stock. Immediately following the distribution, which will be effective as of 5:00 p.m., New York City time, on October 1, 2012, Kraft Foods Group will be an independent, publicly traded company. KRAFT FOODS INC. is not soliciting proxy or consent authority from shareholders in connection with the spin-off.

The KRAFT FOODS INC. materials consist of the Information Statement that Kraft Foods Group has prepared in connection with the spin-off. You may view the KRAFT FOODS INC. materials online at *www.materialnotice.com* and easily request a paper or e-mail copy (see reverse side). Please make your request for a paper copy on or before September 27, 2012 to facilitate timely delivery.

Unless you advised otherwise, if you and other residents at your mailing address share the same last name and also own shares of KRAFT FOODS INC. common stock in an account at the same broker, bank or other nominee, your nominee delivered a single Notice or Information Statement to your address. A shareholder who received a single Notice or Information Statement to a shared address may request a separate copy of the Notice or Information Statement be sent to him or her by contacting Broadridge Financial Solutions, Inc. in writing to its Householding Department at 51 Mercedes Way, Edgewood, New York, 11717, or calling 1-800-542-1061. Beneficial owners sharing an address who would like to receive additional (or fewer) copies of these materials in the future should contact their broker, bank or other nominee to make this request.

See the reverse side for instructions on how to access materials.

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1 OF 4

How to Access the Materials

Materials Available to VIEW or RECEIVE:
Information Statement

How to View Online:
Have the information that is printed in the box marked by the arrow → XXXX XXXX XXXX (located on the following page) and visit: *www.materialnotice.com*.

How to Request and Receive a PAPER or E-MAIL Copy:
If you want to receive a paper or e-mail copy of these materials, you must request one. There is NO charge for requesting a copy. Please choose one of the following methods to make your request:

1) *BY INTERNET*: www.*materialnotice*.com
2) *BY TELEPHONE*: 1-800-579-1639
3) *BY E-MAIL**: sendmaterial@*materialnotice*.com

* If requesting materials by e-mail, please send a blank e-mail with the information that is printed in the box marked by the arrow → XXXX XXXX XXXX (located on the following page) in the subject line.

Requests, instructions and other inquiries sent to this e-mail address will NOT be forwarded to your investment advisor.

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THIS NOTICE WILL ENABLE YOU TO ACCESS
MATERIALS FOR INFORMATIONAL PURPOSES ONLY

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BERNSTEIN FAMILY INVESTMENT LLLP
950 PENINSULA CORP CIR STE 3010
BOCA RATON FL 33487-1387

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4 OF 4

JP Morgan-5000
Bernstein Family Investments LLP

J.P. Morgan Securities LLC
383 Madison Avenue, New York, NY 10179
Member SIPC, NYSE, and FINRA

BERNSTEIN FAMILY INVESTMENT LLLP ACCT. W32635000

September 5, 2012

01154 OPC 802 001 24912 - T 0001371.00.0.50.00001.BERNSCW.20120905
BERNSTEIN FAMILY INVESTMENT LLLP
950 PENINSULA CORP CIR STE 3010
BOCA RATON FL 33487-1387

Confirmation

Purchases

Trade Date	Settlement Date	Description	Type	Quantity	Price	Commission	Market Cost
8/31	8/31	AIM TAX EXEMPT FDS INC INV VK HIYL MN Y INCOME DIVIDEND @ 0.049 PER SHAR REINVESTED @ $10.07 J.P.MORGAN SECURITIES LLC AS AGENT AS OF 08/31/12	UNSOLICITED	20.626	10.07		(207.70)
8/31	8/31	WELLS FARGO FDS TR INTRMDT TXFR A INCOME DIVIDEND @ 0.028 PER SHAR REINVESTED @ $11.66 J.P.MORGAN SECURITIES LLC AS AGENT AS OF 08/31/12	UNSOLICITED	31.474	11.66		(366.99)
Total Purchases							**(574.69)**

BERNSTEIN FAMILY INVESTMENT LLLP ACCT. W32635000

September 5, 2012

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J.P. Morgan Securities LLC
383 Madison Avenue, New York, NY 10179
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BERNSTEIN FAMILY INVESTMENT LLLP ACCT. W32635000

September 4, 2012

06581 OPC 802 001 24812 - T 0007853.00.0.50.00001.BERNSCW.20120904
BERNSTEIN FAMILY INVESTMENT LLLP
950 PENINSULA CORP CIR STE 3010
BOCA RATON FL 33487-1387

Confirmation

Purchases

Trade Date	Settlement Date	Description	Type	Quantity	Price	Commission	Market Cost
8/31	9/4	VANGUARD MUNI BD FD INC HI YLD PORT FUND 44 INCOME DIVIDEND @ 0.035 PER SHAR REINVESTED J.P.MORGAN SECURITIES LLC AS AGENT	UNSOLICITED	8.856			(99.36)
	9/4	JPM STR INC OPP FD FUND 3844 REINVESTED @ 11.67 PER SHARE	UNSOLICITED	6.813	11.67		(79.51)
Total Purchases							**(178.87)**

BERNSTEIN FAMILY INVESTMENT LLLP ACCT. W32635000

September 4, 2012

It is agreed between JPMorgan Chase Bank, N.A. (the "Bank") and the customer that this confirmation is being provided by the Bank on behalf of its affiliate, J.P. Morgan Securities LLC ("JPMS" or "us" or "we" or "our"), if JPMS acted as your agent in this transaction. The distributor of the JPMorgan Funds is JPMorgan Distribution Services, Inc., which is an affiliate of JPMS and the Bank. JPMS, the Bank and its affiliates may receive compensation from JPMorgan Funds for providing services. Other revenue sharing arrangements may exist between affiliates.

This confirmation incorporates, and the transactions confirmed are hereby subject to, any written agreement between you and us. The terms of this confirmation govern in the event of any inconsistency with the term of any other agreements. It is agreed between you and us that this transaction, as described on the face hereof, is subject to the following terms and conditions. This confirmation shall inure to our benefit including successors and assigns and shall be deemed conclusive if not objected to, in writing, promptly after you receive your confirmation. Please review this confirmation carefully. If you disagree with the details of any transaction or find any error, you must immediately notify your J.P. Morgan representative in writing. We will not be liable for any losses that occur because of your failure to promptly notify us of any discrepancy or error. If any part of this agreement is held to be void or unenforceable, this shall not affect the validity or enforceability of the remaining parts of this agreement. We receive remuneration from affiliates for services rendered in connection with certain transactions. On written request we will furnish: the time of execution, name of other party, if applicable, and details of remuneration received from other persons when we act as agent for such other persons. JPMS has acted as your agent unless otherwise indicated. We may execute your transaction through an affiliated brokerage firm, which may have a long or short position in this security, and may have profited or lost in connection with this transaction.

The Securities Investor Protection Act of 1970, as amended, will not protect you with respect to a repurchase or other financing transaction hereunder. Shares of mutual funds sold, offered or recommended are not bank deposits and are not guaranteed by any bank, government entity or the FDIC, unless we disclose otherwise. Return and share price will fluctuate and redemption value may be more or less than original cost. While the money market mutual funds seek to maintain a stable net asset value ("NAV") of $1.00 per share, there is no assurance that they will continue to do so. We are a corporate entity separate from our affiliates and no activity or obligation of ours is guaranteed by or will be performed by any of our affiliates. An affiliate of ours may from time to time issue instruments underwritten, dealt in or placed by us, or may lend to an issuer of instruments underwritten/dealt in by us, and the offering document will disclose additional information on such loan. You agree that we may share credit and other information concerning you with our affiliates to the extent permitted by law.

You may be eligible for mutual fund breakpoint discounts based on the size of your purchase, current holdings or future purchases. The sales charge you may pay may differ slightly from the prospectus disclosed rate due to rounding calculations. Please refer to the prospectus.

Shareholders of certain funds may be charged a redemption fee equal to some percentage of the proceeds, as specified in the prospectus, if they exchange or redeem shares of such funds within a timeframe of purchase, as specified in the prospectus, subject to certain exceptions set forth in the prospectus of the applicable fund. Please consult your JPMS representative if you need additional assistance or for a list of the JPMorgan Funds that impose redemption fees. As a matter of policy JPMS does not receive payments in return for directing customer order flow to particular broker/dealers or market centers. JPMS may receive discounts, rebates, and reductions of fees or credits, generally based on overall volume of trading activity. As a result of sending orders to other market centers or ECN's, however these will not exceed the fees or expenses incurred for executing the order. This does not alter JPMS's policy to route customer orders to the market where it believes clients will receive the best execution, taking into account price, reliability, market depth, quality of service, speed and efficiency.

Your capacity was for your own account, unless you expressly specified otherwise to us, prior to the transaction, in writing, with sufficient information for us to rely upon the credit of another party or your credit in another capacity. We or our affiliates may participate or be financially interested in a primary or secondary distribution in the instrument (or related instruments) purchased from or sold to you. If this transaction is a sale by you of an instrument not held in your account with us and it is not marked short, you represent that you own such instrument and it is agreed that you will promptly deliver such instrument to us.

JP Morgan 4353
Estate of Shirley Bernstein

TS004998

JPMorgan Chase Bank, N.A.
Michigan/Florida Markets
P O Box 659754
San Antonio, TX 78265-9754

Primary Account: 000000877214353
For the Period 8/1/12 to 8/31/12

00000282 DPB 021 161 24512 NNNNNNNNNNN T 1 000000000 60 0000
ESTATE OF SHIRLEY BERNSTEIN
SIMON BERNSTEIN, PERS REP
950 PENINSULA CORPORATE CIR STE 3010
BOCA RATON FL 33487-1387

J.P. Morgan Team

John C Hawkins	(800) 576-0938
For assistance after business hours, 7 days a week.	(800) 576-6209
Deaf and Hard of Hearing	(800) 242-7383
Online access: **www.jpmorganonline.com**	

JPMorgan Classic Business Checking

Checking Account Summary	Instances	Amount
Beginning Balance		0.00
Ending Balance	0	$0.00

Please note this account had no activity during this statement period. The date of last activity for this account was 09/12/11.

TS004996

2455215039001028201

Important Information About Your Statement

In Case of Errors or Questions About Your Electronic Funds Transfers

Call or write to the Bank (Consumers should use the phone number and address on front of statement and non-consumers their J.P. Morgan Team contact information.) if you think your statement or receipt is incorrect, or if you need more information about an electronic transaction on a statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will credit your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation.

In Case of Errors or Questions About Non-Electronic Transfers (Checks or Deposits):

Contact the Bank immediately if your statement is incorrect or if you need more information about any non-electronic transactions (checks or deposits) on this statement. If any such error appears, you must notify the bank in writing as soon as possible after the statement was made available to you. For more complete details, see the applicable account agreements and appendices that govern your account.

Deposit products and services are offered by JPMorgan Chase Bank, N.A. Member FDIC

Mutual Funds/Securities

JPMorgan Funds are distributed by JPMorgan Distribution Services, Inc., which is an affiliate of JPMorgan Chase & Co. Affiliates of JPMorgan Chase & Co. receive fees for providing various services to the funds.

Bank products and services are offered by JPMorgan Chase Bank, N.A. and its affiliates. Securities are offered by J.P. Morgan Securities LLC, member NYSE, FINRA and SIPC.

Investment Products: Not FDIC insured • No bank guarantee • May lose value

Fidelity INVESTMENTS

Investment Report

August 1, 2012 - August 31, 2012

Online Fidelity.com
FAST(sm)-Automated Telephone 800-544-5555

00012163 01 AV 0.350 23012163 **Envelope 235210547**

SIMON BERNSTEIN
SHIRLEY BERNSTEIN
7020 LIONS HEAD LN
BOCA RATON FL 33496-5931

Fidelity Account[sm] Y03-091022 SIMON BERNSTEIN AND SHIRLEY BERNSTEIN - WITH RIGHTS OF SURVIVORSHIP

Account Summary

Beginning value as of Aug 1	$0.05
Change in investment value	0.00
Ending value as of Aug 31	**$0.05**
Account trades from Sep 2011 - Aug 2012	0

Holdings (Symbol) as of August 31, 2012	Performance August 31, 2012	Quantity August 31, 2012	Price per Unit August 31, 2012	Total Value August 1, 2012	Total Value August 31, 2012
Core Account *100% of holdings*					
FIDELITY MUNICIPAL MONEY MARKET (FTEXX)	*7-day yield: 0.01%*	0.050	$1.000	$0.05	$0.05

Core Account - *Fidelity Municipal Money Market*

Description	Amount	Balance
Beginning		**$0.05**

Description	Amount	Balance
Ending		**$0.05**

TS005002

Fidelity INVESTMENTS

Information About Your Fidelity Statement

For TDD Service for the Hearing-Impaired, call 800-544-0118, 9 am - 9 pm ET, 7 days a week.
Lost or Stolen Cards For 24 Hour worldwide customer service, call 800-529-2164 for American Express or 800-323-5353 for VISA ® Gold Check Card.
Additional Investments with Fidelity Make checks payable to Fidelity Investments and include your account number. For retirement and health savings accounts (HSA), designate in the memo field whether your contribution is for the current or prior year. Mail to: Fidelity Investments, P.O.Box 770001, Cincinnati, OH 45277-0003.
Income Summary Shows income by tax status for the statement and year-to-date periods. Except for interest income earned on, or distributed by, tax-exempt securities, Fidelity reports dividends and capital gains held in taxable accounts as taxable income. A portion of income reported as tax-exempt income may be subject to alternative minimum taxes and/or state and local taxes. In Traditional IRAs, Rollover IRAs, SEP-IRAs, SIMPLE IRAs and Keoghs, earnings are reported as tax-deferred income. In Roth IRAs and HSAs, earnings are reported as tax-exempt income as they may be federally tax-exempt if certain conditions are met.
Change in Investment Value The appreciation or depreciation of your holdings due to price changes, plus any distributions and income earned during the statement period, less any transaction costs, sales charges, or fees.
Cost Basis, Gain/Loss, and Holding Period Information Cost basis is the original amount paid to purchase a security, including the amount of reinvested dividends and capital gains. Generally, we adjust cost basis for events such as returns of capital (including dividend reclassifications) and disallowed losses on wash sales on identical securities within the same account. NFS is required to report certain cost basis and holding period information to the IRS on Form 1099-B. However, cost basis, realized gain and loss, and holding period information may not reflect adjustments required for your tax reporting purposes. Fidelity and NFS specifically disclaim any liability arising out of a customer's use of, or any tax position taken in reliance upon, such information. Unless otherwise specified, NFS determines cost basis at the time of sale using its default methods of average cost for open-end mutual funds (except ETFs) and first-in, first-out (FIFO) for all other securities (including ETFs and shares held in dividend reinvestment plans). Customers should consult their tax advisors for further information.
Cost Fidelity provides purchase cost information for securities held in retirement and HSA accounts. Such information may be adjusted for certain transactions and does not reflect dividends or capital gains reinvestments. Fidelity reports transaction profit or loss information when securities are sold within a retirement or HSA account. Transaction profit or loss is calculated by subtracting purchase cost from sales proceeds using the FIFO method if shares were purchased at different times or prices.
Wash Sales If a wash sale occurs, the loss from the transaction is disallowed for federal income tax purposes but may be added to the cost basis of the newly-purchased shares. Fidelity adjusts the cost basis of newly-purchased shares when a wash sale occurs within an account as the result of an identical security purchase. Fidelity does not report disallowed losses or adjust cost basis related to wash sales triggered by sales and purchases of the same security *within different accounts* or by sales and purchases of "substantially identical" securities *within the same or different accounts.*
We deliver statements at least four times during the calendar year for any account with a balance. **Please review your statement and report any inaccuracies or discrepancies. Inquires, concerns or questions regarding your brokerage account or the activity therein should be directed to Fidelity Brokerage Services LLC (FBS) by calling 800-544-6666, and NFS, who carries your brokerage accounts, by calling 800-800-6890.** Any oral communications regarding inaccuracies or discrepancies should be reconfirmed in writing to protect your rights, including those under the Securities Investor Protection Act ("SIPA"). Please advise us of material changes in your investment objectives or financial situation related to your brokerage account(s).
Information About Mutual Funds and Their Performance An investment in a money market fund is not insured or guaranteed by the Federal Deposit Insurance Corporation (FDIC) or any other government agency. Although the fund seeks to preserve the value of your investment at $1.00 per share, it is possible to lose money by investing in the fund. Before investing, consider the funds' investment objectives, risks, charges, and expenses. Contact Fidelity for a prospectus containing this information. Read it carefully. Performance data shown represents past performance and is no guarantee of future results. Investment return and principal value will fluctuate, so you may have a gain or loss when shares are sold. Current performance may be higher or lower than that quoted. Visit Fidelity.com/performance for most recent month-end performance.
Each fund reserves the right to terminate or modify its exchange privilege in the future. In addition to sales loads and 12b-1 fees described in the prospectus, FBS or NFS receives other compensation in connection with the purchase and/or the on-going maintenance of positions in certain mutual fund shares and other investment products in your brokerage account. This additional compensation may be paid by the mutual fund or other investment product, its investment advisor or one of its affiliates. Additional information about the source(s) and amount(s) of compensation as well as other remuneration received by FBS or NFS will be furnished to you upon written request. At the time you purchase shares of a no-load fund, those shares will be assigned either a transaction fee (TF) or no transaction fee (NTF) status. When you subsequently sell those shares, any applicable fees will be assessed based on the status assigned to the shares at the time of purchase.

Additional Information About Your Brokerage Account, If Applicable

Customer Free Credit Balance You are entitled to free credit balances in your brokerage account, subject to open commitments of your cash accounts. Free credit balances are not segregated and may be used in NFS's business in accordance with federal securities law. There is no free credit balance in a retirement or HSA.
Assets Separate from Your Brokerage Account Only securities in the margin portion of your brokerage account contribute to margin and maintenance requirements. Other assets, which may be reported on your statement, including insurance products that are distributed by FBS and Fidelity Insurance Agency, Inc. and mutual fund only accounts held directly with the fund (Fidelity Mutual Fund Accounts) are not carried by NFS, not covered by the Securities Investor Protection Corporation (SIPC) and do not count toward your margin and maintenance requirements. Assets held by Portfolio Advisory Services (PAS) are carried by NFS and are covered by SIPC but do not contribute toward your margin and maintenance requirements.
Short Account Balances Securities sold short are held in a segregated short account. These securities are marked-to-market for margin purposes, and any increase or decrease from the previous week's value is transferred weekly to your margin account. Fidelity represents your short account balance as of the last weekly mark-to-market, not as of the statement end date.
Information About Your Option Transactions Each transaction confirmation previously delivered to you contains full information about commissions and other charges. Assignments of American and European-style options are allocated among customer short positions pursuant to a random allocation procedure, a description is available upon request. Short positions in American-style options are liable for assignment anytime. The writer of a European-style option is subject to exercise assignment only during the exercise period. For more information about these, please call Fidelity at 800-544-6666.
Equity Dividend Reinvestment Shares credited to your account resulted from transactions by FBS acting as agent for your account, or the Depository Trust Company (DTC).
Price Information/Total Market Value The Total Market Value has been calculated out to 9 decimal places; however, the individual unit price is displayed in 5 decimal places. The Total Market Value represents prices obtained from various sources, may be impacted by the frequency with which such prices are reported and such prices are not guaranteed. Prices received from pricing vendors are generally based on current market quotes, but when such quotes are not available the pricing vendors use a variety of techniques to estimate value. These estimates, particularly for fixed income securities, may be based on certain minimum principal amounts (e.g. $1 million) and may not reflect all of the factors that affect the value of the security, including liquidity risk. The prices provided are not firm bids or offers. Certain securities may reflect N/A or unavailable if the price for such security is generally not available from a pricing source. The Market Value of a security, including those priced at par value, may differ from its purchase price and may not closely reflect the value at which the security may be sold or purchased based on various market factors. The sale or redemption of any fixed income security prior to maturity may result in a loss. Prices for Certificates of Deposit (CDs) on your statement are generally estimates and are not based on actual market prices. The secondary market for CDs is generally illiquid. You should always request a current valuation for your securities prior to making a financial decision or placing an order. In executing orders on the Floor of the NYSE, the Floor broker may permit the specialist to trade on parity with the order for some or all of the executions associated with filling that order, if such permission would not be inconsistent with the broker's best execution obligations. Individual securities trades placed for your Fidelity Personalized Portfolios account are completed on an agency basis by FBS.
("A") Alternative Investments - Investments such as direct participation program securities (e.g., partnerships, limited liability companies, and real estate investment trusts which are not listed on any exchange), commodity pools, private equity, private debt and hedge funds are generally illiquid investments and their current values may be different from the purchase price. Unless otherwise indicated, the values shown in this statement for such investments have been provided by the management, administrator or sponsor of each program or a third-party vendor without independent verification by FBS and represent their estimate of the value of the investor's participation in the program, as of a date no greater than 18 months from the date of this statement. Therefore, the estimated values shown herein may not necessarily reflect actual market values or be realized upon liquidation. If an estimated value is not provided, valuation information is not available.
Securities in accounts carried by NFS, a Fidelity Investments company, are protected in accordance with the Securities Investor Protection Corporation ("SIPC") up to $500,000 (including cash claims limited to $250,000). For details, including the SIPC brochure, please see www.sipc.org or call 1-202-371-8300. NFS has arranged for additional protection for cash and covered securities to supplement its SIPC coverage. Neither coverage protects against a decline in the market value of securities.
Fidelity Distributors Corporation (FDC) is the distributor for Fidelity Funds with marketing and shareholder services provided by FBS or NFS. **Brokerage services are provided by FBS, which clears all transactions through its affiliate, NFS. NFS carries all brokerage accounts. FBS and NFS are members of the NYSE and SIPC.** FBS, NFS, and FDC are direct or indirect subsidiaries of FMR LLC. Upon written request, Fidelity will mail an NFS financial statement, which is also available for inspection at its office. Fidelity Portfolio Advisory Service® and Fidelity® Strategic Disciplines are services of Strategic Advisers, Inc., a registered investment advisor and a Fidelity Investments company. Fidelity® Personalized Portfolios may be offered through the following Fidelity Investments Companies: Strategic Advisers, Inc., Fidelity Personal Trust Company, FSB ("FPT"), a federal savings bank, or Fidelity Management Trust Company ("FMTC").
Non-deposit investment products and trust services offered through FPT and FMTC and their affiliates are not insured or guaranteed by the FDIC or any other government agency, are not obligations of any bank, and are subject to risk, including possible loss of principal. These services provide discretionary money management for a fee. Fidelity Investments (with pyramid logo) is a trademark of FMR LLC. Insurance products are distributed by FBS, Fidelity Insurance Agency, Inc., and Fidelity Investments Insurance Agency of Texas, Inc. Mutual fund shares, other securities held in your account, and insurance products are neither deposits or obligations of, nor endorsed or guaranteed by, any bank or other depositing institution, nor are they federally insured by the FDIC or any other agency. If you request a reprint of your statement, the disclosure information may not be the same as the information originally provided. Written inquiries may be mailed to: Fidelity Investments, Client Services, P.O. Box 770001, Cincinnati, OH 45277-0045. To confirm that an authorized, direct deposit has been made to your Fidelity Account or Fidelity Mutual Fund Account, call Fidelity at 1-800-544-5555.

588130.5.0

1 OF 1 RECORD(S)

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Location Information

2753 NW 34TH ST BOCA RATON, FL 33434-3459

Latitude:	26.381471
Longitude:	-80.142624
MSA Number:	0000
MSA Description:	0

Address Variations - 1 records found

No.	Address
1.	2753 NW 34TH ST BOCA RATON, FL 33434-3459

APN(s) - 1 records found

No.	Number
1.	06-42-47-10-02-007-0680

Property Information - 2 records found

No. 1

Legal Description:	BOCA MADERA UNIT 2 LT 68 BLK G
Land Usage:	SFR
Tax Year:	2010
Data Source:	A
	Property Sale Information
Sale Date:	07/08/2008
Sale Price:	$360,000
	Mortgage Information
Lender:	BERNSTEIN SIMON L
Loan Type:	PRIVATE PARTY LENDER
Loan Amount:	$365,000
	Assessment Information
Assessed Total Value:	$246,802

No. 2

Legal Description:	BOCA MADERA UNIT 2 LT 68 BLK G
Tax Year:	2011
Data Source:	B
	Property Sale Information
Sale Date:	06/18/2008
Sale Price:	$360,000
	Mortgage Information
Lender:	WALTER E SAHM
Loan Type:	SELLER TAKE-BACK
Loan Amount:	$110,000
Term Of Loan:	06/19/2011
	Assessment Information
Assessed Total Value:	$263,328

Neighbors - 7 records found

Neighbor Name	Neighbor Address	Neighbor Phone
DOERR JR, HUGH Y	2719 NW 34TH ST BOCA RATON, FL 33434-3459	None Listed
EGGENBERGER, JAMES I	2735 NW 34TH ST BOCA RATON, FL 33434-3459	None Listed
CHENERY, ROSEMARY	2769 NW 34TH ST BOCA RATON, FL 33434-3459	(561) 488-4727
AYMONIN, MARY J	2785 NW 34TH ST BOCA RATON, FL 33434-3459	(561) 852-1951
SKLAR, ERIC	2799 NW 34TH ST BOCA RATON, FL 33434-3459	None Listed
JOHNSON, PETER W	2813 NW 34TH ST BOCA RATON, FL 33434-3461	(561) 883-3911
BEHRENS, CA A	2823 NW 34TH ST BOCA RATON, FL 33434-3461	None Listed

Associated Entities - 17 records found

No. Current Owner(s)/Resident(s)

Current Resident(s):

1. BERNSTEIN, LLC
2. GLASSER, ROBERT A
3. SAHM, WALTER E
4. SAHM, WEBSTER E

Previous Owner(s):

5. GLASSER, ROBERT A
6. SAHM, PATRICIA
7. SAHM, WALTER E

Previous Residents(s):

8. BERNSTEIN, CANDICE MICHELLE
9. BERNSTEIN, ELIOT I
10. GLASSER, RUTH M
11. SAHM, JOANNA EILEEN
12. SAHM JR, PATRICIA ANNE
13. STEJSKAL, JOSEPH
14. WHAN JR, ALEXANDER ROBERT
15. WHAN, JOAN SULLIVAN

Other(s):

16. CARDINAL MANAGEMENT SERVICES, INC.
17. BERNSTEIN LLC

Source Information - 135 records found

All Sources	**135 Source Document(s)**
Business Finder	5 Source Document(s)
Deed Transfers	2 Source Document(s)
Driver Licenses	8 Source Document(s)
Historical Person Locator	38 Source Document(s)
Motor Vehicle Registrations	6 Source Document(s)
Person Locator 1	14 Source Document(s)
Person Locator 2	9 Source Document(s)
Person Locator 5	26 Source Document(s)
Person Locator 6	4 Source Document(s)
Tax Assessor Records	22 Source Document(s)
Utility Locator	1 Source Document(s)

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Your DPPA Permissible Use is: Debt Recovery/Fraud
Your GLBA Permissible Use is: Fraud Prevention or Detection

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Christine P. Yates
Direct Dial: 954.760.4916
Email: cty@trippscott.com

TRIPP SCOTT
EXPERIENCE YOU CAN TRUST

December 21, 2012

Via E-Mail and U.S. Mail
Robert L. Spallina, Esq.
Tescher & Spallina, P.A.
4855 Technology Way - Suite 720
Boca Raton, FL 33431

Re: **Estates of Shirley Bernstein and Simon Leon Bernstein**

Dear Mr. Spallina:

As you are aware, my firm represents Mr. and Mrs. Bernstein. We would appreciate receiving copies of the following information and documents in this matter:

1. A copy of Simon Bernstein's Trust and accounting;
2. A copy of Shirley Bernstein's Trust and accounting;
3. A copy of Bernstein Family LLC's Trust;
4. A copy of Bernstein Holdings and Family Corporation;
5. Objections to claims filed in Estate of Simon Bernstein;
6. Exempt Property Petition filed;
7. Personal Property Inventory for Estate of Simon and Shirley Bernstein;
8. Please provide a status of the ongoing litigation involving the Estate Substitution in Stanford -- Case status and attorney handling;
9. Limited Power of Appointment executed by Simon;
10. Inventory for Shirley Bernstein;
11. Inventory for Simon Bernstein; and
12. LIC Holdings corporate Documents;
13. Mortgage documents relating to Eliot's home, and documents pertaining to first mortgage;
14. Accounting of each child's Trust.

Thank you for your attention to this matter. Should you have any questions, please feel free to contact my office.

Very truly yours,

Christine P. Yates
For the Firm

CPY/iah
cc: Eliot Bernstein
Marc Garber

110 Southeast Sixth Street, Fifteenth Floor • Fort Lauderdale, Florida 33301
Post Office Box 14245 • Fort Lauderdale, Florida 33302
Tel 954.525.7500 • Fax 954.761.8475 • www.trippscott.com

Fort Lauderdale • Tallahassee

Christine P. Yates
Direct Dial: 954.760.4916
Email: cty@trippscott.com

TRIPP SCOTT
EXPERIENCE YOU CAN TRUST

December 21, 2012

Via E-Mail and U.S. Mail
Robert L. Spallina, Esq.
Tescher & Spallina, P.A.
4855 Technology Way - Suite 720
Boca Raton, FL 33431

Re: **Estates of Shirley Bernstein and Simon Leon Bernstein**

Dear Mr. Spallina:

As you are aware, my firm represents Mr. and Mrs. Bernstein. We would appreciate receiving copies of the following information and documents in this matter:

1. A copy of Simon Bernstein's Trust and accounting;
2. A copy of Shirley Bernstein's Trust and accounting;
3. A copy of Bernstein Family LLC's Trust;
4. A copy of Bernstein Holdings and Family Corporation;
5. Objections to claims filed in Estate of Simon Bernstein;
6. Exempt Property Petition filed;
7. Personal Property Inventory for Estate of Simon and Shirley Bernstein;
8. Please provide a status of the ongoing litigation involving the Estate Substitution in Stanford – Case status and attorney handling;
9. Limited Power of Appointment executed by Simon;
10. Inventory for Shirley Bernstein;
11. Inventory for Simon Bernstein; and
12. LIC Holdings corporate Documents;
13. Mortgage documents relating to Eliot's home, and documents pertaining to first mortgage;
14. Accounting of each child's Trust.

Thank you for your attention to this matter. Should you have any questions, please feel free to contact my office.

Very truly yours,

Christine P. Yates
For the Firm

CPY/iah
cc: Eliot Bernstein
Marc Garber

110 Southeast Sixth Street, Fifteenth Floor • Fort Lauderdale, Florida 33301
Post Office Box 14245 • Fort Lauderdale, Florida 33302
Tel 954.525.7500 • Fax 954.761.8475 • www.trippscott.com

Fort Lauderdale • Tallahassee

LAW OFFICES
TESCHER & SPALLINA, P.A.

BOCA VILLAGE CORPORATE CENTER I
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FLORIDA 33431

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FAX: 561-997-7308
TOLL FREE: 888-997-7008
WWW.TESCHERSPALLINA.COM

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DONALD R. TESCHER
ROBERT L. SPALLINA
LAUREN A. GALVANI

SUPPORT STAFF
DIANE DUSTIN
KIMBERLY MORAN
SUANN TESCHER

January 11, 2013

VIA FEDERAL EXPRESS
Christine P. Yates, Esq.
Tripp Scott
110 Southeast Sixth Street
Fifteenth Floor
Fort Lauderdale, FL 33301

Re: Estates of Shirley Bernstein and Simon L. Bernstein

Dear Ms. Yates:

In response to the items in your letter dated December 21, 2013, we are enclosing the following documents and responses:

1. Simon L. Bernstein Amended and Restated Trust Agreement dated July 25, 2012. We do not have an accounting for the trust at this time.
2. Shirley Bernstein Trust Agreement dated May 20, 2008 together with a copy of the First Amendment to Shirley Bernstein Trust Agreement dated November 18, 2008. We do not have an accounting for the trust at this time, however, it's primary assets are the two homes.
3. Operating Agreement for Bernstein Family Realty, LLC dated June 30, 2008.
4. Agreement of Limited Partnership of Bernstein Family Investments, LLLP dated May 20, 2008 and the Operating Agreement of Bernstein Holdings, LLC dated May 20, 2008.
5. We have not yet filed any objections to any claims filed in the Estate, but will be able to provide copies when we get to this point in the probate procedure.
6. There is no Exempt Property Petition filed in the Estate.
7. We are not in possession of personal property inventories for either Simon or Shirley.
8. As discussed previously.
9. The Limited Power of Appointment was exercised under Si's Will, a copy of which you already have.
10. A copy of the Inventory for the Estate of Shirley Bernstein.
11. We will provide you with a copy of the Inventory for the Estate of Simon Bernstein once it is complete.
12. We are not in possession of any documents related to LIC Holdings.
13. A copy of the recorded Second Mortgage for Eliot Bernstein's home, together with the Promissory Note in the amount of $365,000.00. Please note that Walter Sahm holds a

first position mortgage on the property, a copy of which we do not have, and is anxious about getting paid as a result of Si's death. Please call me to discuss this.

14. The children's trusts were never funded, other than the one (1%) percent interest in the general partner of the limited partnership for Eliot, Lisa and Jill.

If you have any questions, please do not hesitate to contact me.

Sincerely,

ROBERT L. SPALLINA

Enclosures

Shipment Receipt

Address Information

Ship to:	**Ship from:**
Christine P. Yates, Esq.	Kimberly Moran
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SIMON L. BERNSTEIN

AMENDED AND RESTATED TRUST AGREEMENT

Prepared by:

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LAW OFFICES
TESCHER & SPALLINA, P.A.

SIMON L. BERNSTEIN

AMENDED AND RESTATED TRUST AGREEMENT

This Amended and Restated Trust Agreement is dated this 25 day of July, 2012, and is between SIMON L. BERNSTEIN, of Palm Beach County, Florida referred to in the first person, as settlor, and SIMON L. BERNSTEIN, of Palm Beach County, Florida and SIMON L. BERNSTEIN's successors, as trustee (referred to as the "***Trustee***," which term more particularly refers to all individuals and entities serving as trustee of a trust created hereunder during the time of such service, whether alone or as co-trustees, and whether originally serving or as a successor trustee).

WHEREAS, on May 20, 2008, I created and funded the SIMON L. BERNSTEIN TRUST AGREEMENT (the "***Trust Agreement,***" which reference includes any subsequent amendments of said trust agreement);

WHEREAS, Paragraph A. of Article I. of said Trust Agreement provides, inter alia, that during my lifetime I shall have the right at any time and from time to time by an instrument, in writing, delivered to the Trustee to amend or revoke said Trust Agreement, in whole or in part.

NOW, THEREFORE, I hereby amend and restate the Trust Agreement in its entirety and the Trustee accepts and agrees to perform its duties and obligations in accordance with the following amended provisions. Notwithstanding any deficiencies in execution or other issues in regard to whether any prior version of this Trust Agreement was a valid and binding agreement or otherwise created an effective trust, this amended and restated agreement shall constitute a valid, binding and effective trust agreement and shall amend and succeed all prior versions described above or otherwise predating this amended and restated Trust Agreement.

ARTICLE I. DURING MY LIFE AND UPON MY DEATH

A. **Rights Reserved**. I reserve the right (a) to add property to this trust during my life or on my death, by my Will or otherwise; (b) to withdraw property held hereunder; and (c) by separate written instrument delivered to the Trustee, to revoke this Agreement in whole or in part and otherwise modify or amend this Agreement.

B. **Payments During My Life**. If income producing property is held in the trust during my life, the Trustee shall pay the net income of the trust to me or as I may direct. However, during any periods while I am Disabled, the Trustee shall pay to me or on my behalf such amounts of the net income and principal of the trust as is proper for my Welfare. Any income not so paid shall be added to principal.

C. **Upon My Death**. Upon my death the Trustee shall collect and add to the trust all amounts due to the trust under any insurance policy on my life or under any death benefit plan and all property added to the trust by my Will or otherwise. After paying or providing for the payment from the augmented trust of all current charges and any amounts payable under the later paragraph captioned "Death Costs," the Trustee shall hold the trust according to the following provisions.

ARTICLE II. AFTER MY DEATH

A. **Disposition of Tangible Personal Property**. If any non-business tangible personal property other than cash (including, but not limited to, my personal effects, jewelry, collections, household furnishings, and equipment, and automobiles) is held in the trust at the time of my death, such items shall be promptly distributed by the Trustee of the trust to such person or persons, including my estate, as to the item or items or proportion specified, as I may appoint, and to the extent that any such items are not disposed of by such appointment, such items shall be disposed of by the Trustee of the trust in exactly the same manner as such items would have been disposed of under the terms and provisions of my Will (including any Codicil thereto, or what the Trustee in good faith believes to be such Will and Codicil) had such items been included in my probate estate. Any such items which are not effectively disposed of pursuant to the preceding sentence shall pass with the other trust assets.

B. **Disposition of Trust Upon My Death**. Upon my death, the remaining assets in this trust shall be divided among and held in separate Trusts for my then living grandchildren. Each of my grandchildren for whom a separate trust is held hereunder shall hereinafter be referred to as a "*beneficiary*" with the separate Trusts to be administered as provided in Subparagraph II.C.

C. **Trusts for Beneficiaries**. The Trustee shall pay to the beneficiary and the beneficiary's children, such amounts of the net income and principal of such beneficiary's trust as is proper for the Welfare of such individuals. Any income not so paid shall be added to principal each year. After a beneficiary has reached any one or more of the following birthdays, the beneficiary may withdraw the principal of his or her separate trust at any time or times, not to exceed in the aggregate 1/3 in value after the beneficiary's 25th birthday, 1/2 in value (after deducting any amount previously subject to withdrawal but not actually withdrawn) after the beneficiary's 30th birthday, and the balance after the beneficiary's 35th birthday, provided that the withdrawal powers described in this sentence shall not apply to any grandchild of mine as beneficiary of a separate trust. The value of each trust shall be its value as of the first exercise of each withdrawal right, plus the value of any subsequent addition as of the date of addition. The right of withdrawal shall be a privilege which may be exercised only voluntarily and shall not include an involuntary exercise. If a beneficiary dies with assets remaining in his or her separate trust, upon the beneficiary's death the beneficiary may appoint his or her trust to or for the benefit of one or more of any of my lineal descendants (excluding from said class, however, such beneficiary and such beneficiary's creditors, estate, and creditors of such beneficiary's estate). Any part of his or her trust such beneficiary does not effectively appoint shall upon his or her death be divided among and held in separate Trusts for the following persons:

1. for his or her lineal descendants then living, *per stirpes*; or

2. if he or she leaves no lineal descendant then living, *per stirpes* for the lineal descendants then living of his or her nearest ancestor (among me and my lineal descendants) with a lineal descendant then living.

A trust for a lineal descendant of mine shall be held under this paragraph, or if a trust is then so held, shall be added to such trust.

D. **Termination of Small Trust**. If at any time after my death in the opinion of the Trustee a separate trust holds assets of a value of less than $50,000.00 and is too small to justify the expense of its retention, and termination of such trust is in the best interests of its current income beneficiary, the Trustee in its discretion may terminate such trust and pay it to said beneficiary.

E. **Contingent Gift**. If at any time property of these Trusts is not disposed of under the other provisions of this Agreement, it shall be paid, as a gift made hereunder, to such persons and in such shares as such property would be distributed if I had then owned such property and had then died solvent, unmarried and intestate domiciled in the State of Florida, according to the laws of inheritance of the State of Florida then in effect.

F. **Protective Provision**. No beneficiary of any trust herein created shall have any right or power to anticipate, transfer, pledge, sell, alienate, assign or encumber in any way his or her interest in the income or principal of such trust. Furthermore, no creditor shall have the right to attach, lien, seize or levy upon the interest of a beneficiary in this trust (other than myself) and such interest shall not be liable for or subject to the debts, liabilities or obligations of any such beneficiary or any claims against such beneficiary (whether voluntarily or involuntarily created), and the Trustee shall pay directly to or for the use or benefit of such beneficiary all income and principal to which such beneficiary is entitled, notwithstanding that such beneficiary has executed a pledge, assignment, encumbrance or in any other manner alienated or transferred his or her beneficial interest in the trust to another. This paragraph shall not preclude the effective exercise of any power of appointment granted herein or the exercise of any disclaimer.

G. **Maximum Duration**. Regardless of anything in this Agreement to the contrary, no trust interest herein created shall continue beyond three hundred sixty (360) years after the date of creation of this Agreement, nor shall any power of appointment be exercised in such manner so as to delay vesting of any trust beyond such period. Immediately prior to the expiration of such period, all such trusts then in existence shall terminate, and the assets thereof shall be distributed outright and in fee to then beneficiaries of the current income and in the proportions in which such persons are the beneficiaries, and if such proportions cannot be ascertained, then equally among such beneficiaries.

ARTICLE III. GENERAL

A. **Disability**. Subject to the following Subparagraph captioned "Subchapter S Stock," while any beneficiary is Disabled, the Trustee shall pay to him or her only such portion of the income to which he or she is otherwise entitled as is proper for his or her Welfare, and any income not so paid shall be added to the principal from which derived. While any beneficiary is Disabled, income or principal payable to him or her may, in the discretion of the Trustee, be paid directly to him or her, without the intervention of a guardian, directly to his or her creditors or others for his or her sole benefit or to an adult person or an eligible institution (including the Trustee) selected by the Trustee as custodian for a minor beneficiary under the Uniform Transfers to Minors Act or similar law. The receipt of such payee is a complete release to the Trustee.

B. **Timing of Income Distributions**. The Trustee shall make required payments of income at least quarterly.

C. **Substance Abuse**.

1. In General. If the Trustee reasonably believes that a beneficiary (other than myself)of any trust:

a. routinely or frequently uses or consumes any illegal substance so as to be physically or psychologically dependent upon that substance, or

b. is clinically dependent upon the use or consumption of alcohol or any other legal drug or chemical substance that is not prescribed by a board certified medical doctor or psychiatrist in a current program of treatment supervised by such doctor or psychiatrist,

and if the Trustee reasonably believes that as a result the beneficiary is unable to care for himself or herself, or is unable to manage his or her financial affairs, all mandatory distributions (including distributions upon termination of the trust) to the beneficiary, all of the beneficiary's withdrawal rights, and all of the beneficiary's rights to participate in decisions concerning the removal and appointment of Trustees will be suspended. In that event, the following provisions of this Subparagraph III.C will apply.

2. Testing. The Trustee may request the beneficiary to submit to one or more examinations (including laboratory tests of bodily fluids) determined to be appropriate by a board certified medical doctor and to consent to full disclosure to the Trustee of the results of all such examinations. The Trustee shall maintain strict confidentiality of those results and shall not disclose those results to any person other than the beneficiary without the prior written permission of the beneficiary. The Trustee may totally or partially suspend all distributions otherwise required or permitted to be made to that beneficiary until the beneficiary consents to the examination and disclosure to the Trustee.

3. Treatment. If, in the opinion of the examining doctor, the examination indicates current or recent use of a drug or substance as described above, the examining doctor will determine an appropriate method of treatment for the beneficiary (for example, counseling or treatment on an

in-patient basis in a rehabilitation facility) that is acceptable to the Trustee. If the beneficiary consents to the treatment, the Trustee shall pay the costs of treatment directly to the provider of those services from the distributions suspended under this Subparagraph III.C.

4. Resumption of Distributions. The Trustee may resume other distributions to the beneficiary (and the beneficiary's other suspended rights will be restored) when, in the case of use or consumption of an illegal substance, examinations indicate no such use for 12 months and, in all cases, when the Trustee in its discretion determines that the beneficiary is able to care for himself or herself and is able to manage his or her financial affairs.

5. Disposition of Suspended Amounts. When other distributions to the beneficiary are resumed, the remaining balance, if any, of distributions that were suspended may be distributed to the beneficiary at that time. If the beneficiary dies before distribution of those suspended amounts, the Trustee shall distribute the balance of the suspended amounts to the persons who would be the alternate takers of that beneficiary's share (or takers through the exercise of a power of appointment) as otherwise provided in this Trust Agreement.

6. Exoneration. No Trustee (or any doctor retained by the Trustee) will be responsible or liable to anyone for a beneficiary's actions or welfare. The Trustee has no duty to inquire whether a beneficiary uses drugs or other substances as described in this Subparagraph III.C. The Trustee (and any doctor retained by the Trustee) is to be indemnified from the trust estate and held harmless from any liability of any nature in exercising its judgment and authority under this Subparagraph III.C, including any failure to request a beneficiary to submit to medical examination, and including a decision to distribute suspended amounts to a beneficiary.

7. Tax Savings Provision. Despite the provisions of this Subparagraph III.C, the Trustee cannot suspend any mandatory distributions or withdrawal rights that are required for that trust to become or remain a Qualified Subchapter S Trust (unless the Trustee elects for the trust to be an Electing Small Business Trust), or to qualify for any federal transfer tax exemption, deduction, or exclusion allowable with respect to that trust.

D. Income on Death of Beneficiary. Subject to the later paragraph captioned "Subchapter S Stock," and except as otherwise explicitly provided herein, upon the death of any beneficiary, all accrued or undistributed income of such deceased beneficiary's trust shall pass with the principal of his or her trust but shall remain income for trust accounting purposes.

E. Definitions. In this Agreement,

1. Children, Lineal Descendants. The terms "***child,***" "***children,***" "***grandchild,***" ***"grandchildren"*** and "***lineal descendant***" mean only persons whose relationship to the ancestor designated is created entirely by or through (a) legitimate births occurring during the marriage of the joint biological parents to each other, (b) children born of female lineal descendants, and (c) children and their lineal descendants arising from surrogate births and/or third party donors when (i) the child is

raised from or near the time of birth by a married couple (other than a same sex married couple) through the pendency of such marriage, (ii) one of such couple is the designated ancestor, and (iii) to the best knowledge of the Trustee both members of such couple participated in the decision to have such child. No such child or lineal descendant loses his or her status as such through adoption by another person. Notwithstanding the foregoing, for all purposes of this Trust and the dispositions made hereunder, my children, TED S. BERNSTEIN, PAMELA B. SIMON, ELIOT BERNSTEIN, JILL IANTONI and LISA S. FRIEDSTEIN, shall be deemed to have predeceased me as I have adequately provided for them during my lifetime.

2. Code. "***Code***" means the Internal Revenue Code of 1986, as amended, and in referring to any particular provision of the Code, includes a reference to any equivalent or successor provision of a successor federal tax law.

3. Disabled. "***Disabled***" or being under "***Disability***" means, as to any applicable individual: (1) being under the age of 21 years, (2) having been adjudicated by a court of competent jurisdiction as mentally or physically incompetent or unable to manage his or her own property or personal affairs (or a substantially similar finding under applicable state or national law), or (3) being unable to properly manage his or her personal or financial affairs, or a trust estate hereunder as to a Trustee hereunder, because of a mental or physical impairment (whether temporary or permanent in nature). A written certificate executed by an individual's attending physician or attending psychiatrist confirming that person's impairment will be sufficient evidence of Disability under item (3) above, and all persons may rely conclusively on such a certificate.

4. Education. The term "***education***" herein means vocational, primary, secondary, preparatory, theological, college and professional education, including post-graduate courses of study, at educational institutions or elsewhere, and expenses relating directly thereto, including tuition, books and supplies, room and board, and travel from and to home during school vacations. It is intended that the Trustee liberally construe and interpret references to "education," so that the beneficiaries entitled to distributions hereunder for education obtain the best possible education commensurate with their abilities and desires.

5. Needs and Welfare Distributions. Payments to be made for a person's ***"Needs"*** means payments necessary for such person's health (including lifetime residential or nursing home care), education, maintenance and support. Payments to be made for a person's ***"Welfare"*** means discretionary payments by the Trustee, from time to time, for such person's Needs and also for such person's advancement in life (including assistance in the purchase of a home or establishment or development of any business or professional enterprise which the Trustee believes to be reasonably sound), happiness and general well-being. However, the Trustee, based upon information reasonably available to it, shall make such payments for a person's Needs or Welfare only to the extent such person's income, and funds available from others obligated to supply funds for such purposes (including, without limitation, pursuant to child support orders and agreements), are insufficient in its opinion for such purposes, and shall take into account such person's accustomed manner of living, age, health, marital status and any other factor it considers important. Income or principal to be paid for a person's Needs or Welfare may be paid to

such individual or applied by the Trustee directly for the benefit of such person. The Trustee may make a distribution or application authorized for a person's Needs or Welfare even if such distribution or application substantially depletes or exhausts such person's trust, without any duty upon the Trustee to retain it for future use or for other persons who might otherwise benefit from such trust.

6. Per Stirpes. In a division "***per stirpes***" each generation shall be represented and counted whether or not it has a living member.

7. Related or Subordinate Party. A "***Related or Subordinate Party***" to a trust describes a beneficiary of the subject trust or a related or subordinate party to a beneficiary of the trust as the terms "related or subordinate party" are defined under Code Section 672(c).

8. Spouse. A person's "***spouse***" includes only a spouse then married to and living as husband and wife with him or her, or a spouse who was married to and living as husband and wife with him or her at his or her death. The following rules apply to each person who is a beneficiary or a permissible appointee under this Trust Agreement and who is married to a descendant of mine. Such a person will cease to be a beneficiary and will be excluded from the class of permissible appointees upon:

a. the legal termination of the marriage to my descendant (whether before or after my death), or

b. the death of my descendant if a dissolution of marriage proceeding was pending when he or she died.

The trust will be administered as if that person had died upon the happening of the terminating event described above.

9. Gender, Number. Where appropriate, words of any gender include all genders and the singular and plural are interchangeable.

F. Powers of Appointment. Property subject to a power of appointment shall be paid to, or retained by the Trustee or paid to any trustee under any will or trust agreement for the benefit of, such one or more permissible appointees, in such amounts and proportions, granting such interests, powers and powers of appointment, and upon such conditions including spendthrift provisions as the holder of such power (i) in the case of a power exercisable upon the death of such holder, appoints in his or her will or in a trust agreement revocable by him or her until his or her death, or (ii) in the case of a power exercisable during the life of such holder, appoints in a written instrument signed by such holder, two witnesses and a notary public, but in either case only if such will, trust agreement, or instrument specifically refers to such power.

G. Limitations on Powers of Trustee. Regardless of anything herein to the contrary, no Trustee shall make or participate in making any distribution of income or principal of a trust to or for the benefit of a beneficiary which would directly or indirectly discharge any legal obligation of such

Trustee or a donor of such trust (as an individual, and other than myself as donor) to support such beneficiary; and no Trustee (other than myself) shall make or participate in making any discretionary distribution of income or principal to or for the benefit of himself or herself other than for his or her Needs, including by reason of a determination to terminate a trust described herein. For example, if a Trustee (other than myself) has the power to distribute income or principal to himself or herself for his or her own Welfare, such Trustee (the "restricted Trustee") shall only have the power to make or participate in making a distribution of income or principal to the restricted Trustee for the restricted Trustee's Needs, although any co-Trustee who is not also a restricted Trustee may make or participate in making a distribution of income or principal to the restricted Trustee for such restricted Trustee's Welfare without the participation or consent of said restricted Trustee.

H. **Presumption of Survivorship**. If any person shall be required to survive another person in order to take any interest under this Agreement, the former person shall be deemed to have predeceased the latter person, if such persons die under circumstances which make it difficult or impracticable to determine which one died first.

I. **Governing Law**. This Agreement is governed by the law of the State of Florida.

J. **Other Beneficiary Designations**. Except as otherwise explicitly and with particularity provided herein, (a) no provision of this trust shall revoke or modify any beneficiary designation of mine made by me and not revoked by me prior to my death under any individual retirement account, other retirement plan or account, or annuity or insurance contract, (b) I hereby reaffirm any such beneficiary designation such that any assets held in such account, plan, or contract shall pass in accordance with such designation, and (c) regardless of anything herein to the contrary, any of such assets which would otherwise pass pursuant to this trust due to the beneficiary designation not having met the requirements for a valid testamentary disposition under applicable law or otherwise shall be paid as a gift made hereunder to the persons and in the manner provided in such designation which is incorporated herein by this reference.

K. **Release of Medical Information**.

1. Disability of Beneficiary. Upon the written request of a Trustee (with or without the concurrence of co-Trustees) issued to any current income or principal beneficiary (including discretionary beneficiaries and myself if a beneficiary) for whom a determination of Disability is relevant to the administration of a trust hereunder and for whom a Trustee (with or without the concurrence of co-Trustees) desires to make such a determination, such beneficiary shall issue to all Trustees (who shall be identified thereon both by name to the extent known and by class description) a valid authorization under the Health Insurance Portability and Accountability Act of 1996 and any other applicable or successor law authorizing all health care providers and all medical sources of such requested beneficiary to release protected health information of the requested beneficiary to all Trustees that is relevant to the determination of the Disability of the requested beneficiary as Disability is defined hereunder. The period of each such valid authorization shall be for six months (or the earlier death of the requested

beneficiary). If such beneficiary (or his or her legal representative if such beneficiary is a minor or legally disabled) refuses within thirty days of receipt of the request to provide a valid authorization, or at any time revokes an authorization within its term, the Trustee shall treat such beneficiary as Disabled hereunder until such valid authorization is delivered.

2. Disability of Trustee. Upon the request to a Trustee that is an individual by (a) a co-Trustee, or if none, (b) the person or entity next designated to serve as a successor Trustee not under legal incapacity, or if none, (c) any adult current income or principal beneficiary not under legal incapacity, or in any event and at any time (d) a court of competent jurisdiction, such Trustee shall issue to such person and all persons, courts of competent jurisdiction, and entities (who shall be identified thereon both by name to the extent known and by class description), with authority hereunder to determine such requested Trustee's Disability, a valid authorization under the Health Insurance Portability and Accountability Act of 1996 and any other applicable or successor law authorizing all health care providers and all medical sources of such requested Trustee to release protected health information of the requested Trustee to such persons, courts and entities, that is relevant to the determination of the Disability of the requested Trustee as Disability is defined hereunder. The period of each such valid authorization shall be for six months (or the earlier death or resignation of the requested Trustee). If such requested Trustee refuses within thirty days of receipt of the request to deliver a valid authorization, or at any time revokes an authorization within its term, such requested Trustee shall thereupon be treated as having resigned as Trustee hereunder.

3. Ability to Amend or Revoke. The foregoing provisions of this paragraph shall not constitute a restriction on myself to amend or revoke the terms of this trust instrument under paragraph I.A hereof, provided I otherwise have legal capacity to do so.

4. Authorization to Issue Certificate. All required authorizations under this paragraph shall include the power of a physician or psychiatrist to issue a written certificate to the appropriate persons or entities as provided in Subparagraph III.E.3 hereof.

ARTICLE IV. FIDUCIARIES

A. **Powers of the Trustee**. During my life except while I am Disabled, the Trustee shall exercise all powers provided by law and the following powers, other than the power to retain assets, only with my written approval. While I am Disabled and after my death, the Trustee shall exercise said powers without approval, provided that the Trustee shall exercise all powers in a fiduciary capacity.

1. Investments. To sell or exchange at public or private sale and on credit or otherwise, with or without security, and to lease for any term or perpetually, any property, real and personal, at any time forming a part of the trust estate (the "***estate***"); to grant and exercise options to buy or sell; to invest or reinvest in real or personal property of every kind, description and location; and to receive and retain any such property whether originally a part of any trust herein created or subsequently acquired, even if the Trustee is personally interested in such property, and without liability for any

decline in the value thereof; all without limitation by any statutes or judicial decisions whenever enacted or announced, regulating investments or requiring diversification of investments, it being my intention to give the broadest investment powers and discretion to the Trustee. Any bank, trust company, or other corporate trustee serving hereunder as Trustee is authorized to invest in its own common trust funds.

2. Special Investments. The Trustee is expressly authorized (but not directed) to retain, make, hold, and dispose of investments not regarded as traditional for trusts, including interests or investments in privately held business and investment entities and enterprises, including without limitation stock in closely held corporations, limited partnership interests, joint venture interests, mutual funds, business trust interests, and limited liability company membership interests, notwithstanding (a) any applicable prudent investor rule or variation thereof, (b) common law or statutory diversification requirements (it being my intent that no such duty to diversify shall exist) (c) a lack of current cash flow therefrom, (d) the presence of any risk or speculative elements as compared to other available investments (it being my intent that the Trustee have sole and absolute discretion in determining what constitutes acceptable risk and what constitutes proper investment strategy), (e) lack of a reasonable rate of return, (f) risks to the preservation of principal, (g) violation of a Trustee's duty of impartiality as to different beneficiaries (it being my intent that no such duty exists for this purpose), and (h) similar limitations on investment under this Agreement or under law pertaining to investments that may or should be made by a Trustee (including without limitation the provisions of Fla.Stats. §518.11 and successor provisions thereto that would characterize such investmentsas forbidden, imprudent, improper or unlawful). The Trustee shall not be responsible to any trust created hereunder or the beneficiaries thereof for any loss resulting from any such authorized investment, including without limitation loss engendered by the higher risk element of that particular entity, investment, or enterprise, the failure to invest in more conservative investments, the failure to diversify trust assets, the prudent investor rule or variant thereof. Notwithstanding any provisions for distributions to beneficiaries hereunder, if the Trustee determines that the future potential investment return from any illiquid or closely held investment asset warrants the retention of that investment asset or that sufficient value could not be obtained from the sale or other disposition of an illiquid or closely held investment asset, the Trustee is authorized to retain that asset and if necessary reduce the distributions to beneficiaries due to lack of sufficient liquid or marketable assets. However, the preceding provisions of this Subparagraph shall not be exercised in a manner as to jeopardize the availability of the estate tax marital deduction for assets passing to or held in the a trust for my surviving spouse or that would otherwise qualify for the estate tax marital deduction but for such provisions, shall not override any express powers hereunder of my surviving spouse to demand conversion of unproductive property to productive property, or reduce any income distributions otherwise required hereunder for a trust held for the benefit of my surviving spouse or a "qualified subchapter S trust" as that term is defined in Code Section 1361(d)(3).

3. Distributions. To make any division or distribution pro rata or non-pro rata, in cash or in kind, and to allocate undivided interests in property and dissimilar property (without regard to its tax basis) to different shares.

4. Management. To manage, develop, improve, partition or change the character of an asset or interest in property at any time; and to make ordinary and extraordinary repairs, replacements, alterations and improvements, structural or otherwise.

5. Borrowing. To borrow money from anyone on commercially reasonable terms, including entities owned in whole or in part by the trust, a Trustee, beneficiaries and other persons who may have a direct or indirect interest in a Trust; and to mortgage, margin, encumber and pledge real and personal property of a trust as security for the payment thereof, without incurring any personal liability thereon and to do so for a term within or extending beyond the terms of the trust and to renew, modify or extend existing borrowing on similar or different terms and with the same or different security without incurring any personal liability; and such borrowing from a Trustee may be with or without interest, and may be secured with a lien on trust assets.

6. Lending. To extend, modify or waive the terms of any obligation, bond or mortgage at any time forming a part of a trust and to foreclose any such mortgage; accept a conveyance of encumbered property, and take title to the property securing it by deed in lieu of foreclosure or otherwise and to satisfy or not satisfy the indebtedness securing said property; to protect or redeem any such property from forfeiture for nonpayment of taxes or other lien; generally, to exercise as to such bond, obligation or mortgage all powers that an absolute owner might exercise; and to loan funds to beneficiaries at commercially reasonable rates, terms and conditions.

7. Abandonment of Property. To abandon any property or asset when it is valueless or so encumbered or in such condition that it is of no benefit to a trust. To abstain from the payment of taxes, liens, rents, assessments, or repairs on such property and/or permit such property to be lost by tax sale, foreclosure or other proceeding or by conveyance for nominal or no consideration to anyone including a charity or by escheat to a state; all without personal liability incurred therefor.

8. Real Property Matters. To subdivide, develop or partition real estate; to purchase or sell real property and to enter into contracts to do the same; to dedicate the same to public use; to make or obtain the location of any plats; to adjust boundaries; to adjust differences in valuations on exchange or partition by giving or receiving consideration; and, to grant easements with or without consideration as the fiduciaries may determine; and to demolish any building, structures, walls and improvements, or to erect new buildings, structures, walls and improvements and to insure against fire and other risks; and to protect and conserve, or to lease, or to encumber, or otherwise to manage and dispose of real property to the extent such power is not otherwise granted herein or otherwise restricted herein.

9. Claims. To enforce, compromise, adjust, arbitrate, release or otherwise settle or pay any claims or demands by or against a trust.

10. Business Entities. To deal with any business entity or enterprise even if a Trustee is or may be a fiduciary of or own interests in said business entity or enterprise, whether operated in the form of a corporation, partnership, business trust, limited liability company, joint venture, sole

proprietorship, or other form (all of which business entities and enterprises are referred to herein as "***Business Entities***"). I vest the Trustee with the following powers and authority in regard to Business Entities:

a. To retain and continue to operate a Business Entity for such period as the Trustee deems advisable;

b. To control, direct and manage the Business Entities. In this connection, the Trustee, in its sole discretion, shall determine the manner and extent of its active participation in the operation and may delegate all or any part of its power to supervise and operate to such person or persons as the Trustee may select, including any associate, partner, officer or employee of the Business Entity;

c. To hire and discharge officers and employees, fix their compensation and define their duties; and similarly to employ, compensate and discharge agents, attorneys, consultants, accountants, and such other representatives as the Trustee may deem appropriate; including the right to employ any beneficiary or fiduciary in any of the foregoing capacities;

d. To invest funds in the Business Entities, to pledge other assets of a trust as security for loans made to the Business Entities, and to lend funds from a trust to the Business Entities;

e. To organize one or more Business Entities under the laws of this or any other state or country and to transfer thereto all or any part of the Business Entities or other property of a trust, and to receive in exchange such stocks, bonds, partnership and member interests, and such other securities or interests as the Trustee may deem advisable;

f. To treat Business Entities as separate from a trust. In a Trustee's accounting to any beneficiary, the Trustee shall only be required to report the earnings and condition of the Business Entities in accordance with standard business accounting practice;

g. To retain in Business Entities such net earnings for working capital and other purposes of the Business Entities as the Trustee may deem advisable in conformity with sound business practice;

h. To sell or liquidate all or any part of the Business Entities at such time and price and upon such terms and conditions (including credit) as the Trustee may determine. My Trustee is specifically authorised and empowered to make such sale to any person, including any partner, officer, or employee of the Business Entities, a fiduciary, or to any beneficiary; and

i. To guaranty the obligations of the Business Entities, or pledge assets of a trust to secure such a guaranty.

11. Principal and Income. To allocate items of income or expense between income and principal as permitted or provided by the laws of the State of Florida but without limiting the availability of the estate tax marital deduction, provided, unless otherwise provided in this instrument, the Trustee shall establish out of income and credit to principal reasonable reserves for depreciation, obsolescence and depletion, determined to be equitable and fair in accordance with some recognized reasonable and preferably uncomplicated trust accounting principle and; provided, further that the Trustee shall not be required to provide a rate of return on unproductive property unless otherwise provided in this instrument.

12. Life Insurance. With respect to any life insurance policies constituting an asset of a trust, to pay premiums; to apply dividends in reduction of such premiums; to borrow against the cash values thereof; to convert such policies into other forms of insurance, including paid-up insurance; to exercise any settlement options provided in any such policies; to receive the proceeds of any policy upon its maturity and to administer such proceeds as a part of the principal of the Trust; and in general, to exercise all other options, benefits, rights and privileges under such policies.

13. Continuing Power. To continue to have or exercise, after the termination of a trust, in whole or in part, and until final distribution thereof, all title, power, discretions, rights and duties conferred or imposed upon the Trustee by law or by this Agreement or during the existence of the trust.

14. Exoneration. To provide for the exoneration of the Trustee from any personal liability on account of any arrangement or contract entered into in a fiduciary capacity.

15. Agreements. To comply with, amend, modify or rescind any agreement made during my lifetime, including those regarding the disposition, management or continuation of any closely held unincorporated business, corporation, partnership or joint venture, and including the power to complete contracts to purchase and sell real estate.

16. Voting. To vote and give proxies, with power of substitution to vote, stocks, bonds and other securities, or not to vote a security.

17. Combination of Shares. To hold the several shares of a trust or several Trusts as a common fund, dividing the income proportionately among them, to assign undivided interests to the several shares or Trusts, and to make joint investments of the funds belonging to them. For such purposes and insofar as may be practicable, the Trustee, to the extent that division of the trust estate is directed hereby, may administer the trust estate physically undivided until actual division thereof becomes necessary to make distributions. The Trustee may hold, manage, invest and account for whole or fractional trust shares as a single estate, making the division thereof by appropriate entries in the books of account only, and may allocate to each whole or fractional trust share its proportionate part of all receipts and expenses; provided, however, this carrying of several Trusts as a single estate shall not defer the vesting in possession of any whole or fractional share of a trust for the beneficiaries thereof at the times specified herein.

18. Reimbursement. To reimburse itself from a trust for reasonable expenses incurred in the administration thereof.

19. Reliance Upon Communication. To rely, in acting under a trust, upon any letter, notice, certificate, report, statement, document or other paper, or upon any telephone, telegraph, cable, wireless or radio message, if believed by the Trustee to be genuine, and to be signed, sealed, acknowledged, presented, sent, delivered or given by or on behalf of the proper person, firm or corporation, without incurring liability for any action or inaction based thereon.

20. Assumptions. To assume, in the absence of written notice to the contrary from the person or persons concerned, that a fact or an event, by reason of which an interest or estate under a trust shall commence or terminate, does not exist or has not occurred, without incurring liability for any action or inaction based upon such assumption.

21. Service as Custodian. To serve as successor custodian for any beneficiary of any gifts that I may have made under any Transfer to Minors Act, if at the time of my death no custodian is named in the instrument creating the gift.

22. Removal of Assets. The Trustee may remove from the domiciliary state during the entire duration of a trust or for such lesser period as it may deem advisable, any cash, securities or other property at any time in its hands whether principal or not, and to take and keep the same outside the domiciliary state and at such place or places within or outside the borders of the United States as it may determine, without in any event being chargeable for any loss or depreciation to the trust which may result therefrom.

23. Change of Situs. The situs and/or applicable law of any trust created hereunder may be transferred to such other place as the Trustee may deem to be for the best interests of the trust estate. In so doing, the Trustee may resign and appoint a successor Trustee, but may remove such successor Trustee so appointed and appoint others. Each successor Trustee may delegate any and all fiduciary powers, discretionary and ministerial, to the appointing Trustee as its agent.

24. Fiduciary Outside Domiciliary State. In the event the Trustee shall not be able and willing to act as Trustee with respect to any property located outside the domiciliary state, the Trustee, without order of court, may appoint another individual or corporation (including any employee or agent of any appointing Trustee) to act as Trustee with respect to such property. Such appointed Trustee shall have all of the powers and discretions with respect to such property as are herein given to the appointing Trustee with respect to the remaining trust assets. The appointing Trustee may remove such appointed Trustee and appoint another upon ten (10) days notice in writing. All income from such property, and if such property is sold, exchanged or otherwise disposed of, the proceeds thereof, shall be remitted to the appointing Trustee, to be held and administered by it as Trustee hereunder. Such appointed Trustee may employ the appointing Trustee as agent in the administration of such property. No surety shall be required on the bond of the Trustee or agent acting under the provisions of this

paragraph. No periodic court accounting shall be required of such appointed Trustee, it being my intention to excuse any statutory accounting which may ordinarily be required.

25. Additions. To receive and accept additions to the Trusts in cash or in kind from donors, executors, administrators, Trustee or attorneys in fact, including additions of my property by the Trustee or others as my attorneys in fact.

26. Title and Possession. To have title to and possession of all real or personal property held in the Trusts, and to register or hold title to such property in its own name or in the name of its nominee, without disclosing its fiduciary capacity, or in bearer form.

27. Dealing with Estates. To use principal of the Trusts to make loans to my estate, with or without interest, and to make purchases from my estate.

28. Agents. To employ persons, including attorneys, auditors, investment advisers, and agents, even if they are the Trustee or associated with the Trustee, to advise or assist the Trustee in the performance of its administrative duties and to pay compensation and costs incurred in connection with such employment from the assets of the Trust; to act without independent investigation upon their recommendations; and, instead of acting personally, to employ one or more agents to perform any act of administration, whether or not discretionary.

29. Tax Elections. To file tax returns, and to exercise all tax-related elections and options at its discretion, without compensating adjustments or reimbursements between any of the Trusts or any of the trust accounts or any beneficiaries.

B. **Resignation**. A Trustee may resign with or without cause, by giving no less than 30 days advance written notice, specifying the effective date of such resignation, to its successor Trustee and to the persons required and in the manner provided under Fla.Stats. §§736.0705(1)(a) and 736.0109. As to any required recipient, deficiencies in fulfilling the foregoing resignation requirements may be waived in a writing signed by such recipient. Upon the resignation of a Trustee, such Trustee shall be entitled to reimbursement from the trust for all reasonable expenses incurred in the settlement of accounts and in the transfer of assets to his or her successor.

C. **Appointment of Successor Trustee**.

1. Appointment. Upon a Trustee's resignation, or if a Trustee becomes Disabled or for any reason ceases to serve as Trustee, I may appoint any person or persons as successor Trustee, and in default of such appointment by me, ROBERT L. SPALLINA and DONALD R. TESCHER shall serve together as successor co-Trustees, or either of them alone as Trustee if either of them is unable to serve. Notwithstanding the foregoing, if a named Trustee is not a U.S. citizen or resident at the time of commencement of his term as Trustee, such Trustee should give due consideration to declining to serve to avoid potential adverse U.S. income tax consequences by reason of the characterization of a trust

hereunder as a foreign trust under the Code, but shall not be construed to have any duty to so decline if such Trustee desires to serve.

2. Specific Trusts. Notwithstanding the preceding provisions of this Subparagraph IV.C, subsequent to my death I specifically appoint the following person or persons as Trustee of the following Trusts under the following described circumstances provided that the foregoing appointments shall apply when and to the extent that no effective appointment is made below:

a. Trustee of Separate Trusts for My Grandchildren. Each grandchild of mine shall serve as co-Trustee with the immediate parent of such grandchild which parent is also a child of mine as to all separate trusts under which such grandchild is the sole current mandatory or discretionary income beneficiary upon attaining the age of twenty-five (25) years, and shall serve as sole Trustee of such trusts upon attaining the age of thirty-five (35) years. While serving alone as Trustee, a grandchild of mine may designate a co-Trustee that is not a Related or Subordinate Party to serve with such grandchild and such grandchild may remove and/or replace such co-Trustee with another that is not a Related or Subordinate Party from time to time.

b. Trustee of Separate Trusts for My Lineal Descendants Other Than My Grandchildren. In regard to a separate trust held for a lineal descendant of mine other than a grandchild of mine which lineal descendant is the sole current mandatory or discretionary income beneficiary, each such lineal descendant shall serve as co-Trustee, or sole Trustee if the preceding described Trustees cease or are unable to serve or to continue to serve, of his or her separate trust upon attaining age twenty-five (25) years. While serving alone as Trustee, a lineal descendant of mine other than a grandchild of mine may designate a co-Trustee to serve with such lineal descendant and such lineal descendant may remove and/or replace such co-Trustee with another from time to time.

3. Successor Trustees Not Provided For. Whenever a successor Trustee or co-Trustee is required and no successor or other functioning mechanism for succession is provided for under the terms of this Trust Agreement , the last serving Trustee or the last person or entity designated to serve as Trustee of the applicable trust may appoint his or her successor, and if none is so appointed, the following persons shall appoint a successor Trustee (who may be one of the persons making the appointment):

a. The remaining Trustees, if any; otherwise,

b. A majority of the permissible current mandatory or discretionary income beneficiaries, including the natural or legal guardians of any beneficiaries who are Disabled.

A successor Trustee appointed under this subparagraph shall not be a Related or Subordinate Party of the trust. The appointment will be by a written document executed by such person in the presence of two witnesses and acknowledged before a notary public delivered to the appointed Trustee and to me if I am living and not Disabled or in a valid last Will. Notwithstanding the foregoing, a designation under this Subparagraph of a successor trustee to a corporate or entity trustee shall be limited to a corporate or

entity trustee authorized to serve as such under Florida law with assets under trust management of no less than one billion dollars.

4. Power to Remove Trustee. Subsequent to my death, the age 35 or older permissible current mandatory or discretionary income beneficiaries from time to time of any trust established hereunder shall have the power to unanimously remove a Trustee of such trust at any time with or without cause, other than a named Trustee or successor Trustee designated hereunder, or a Trustee appointed by me during my lifetime or under my Will or otherwise at the time of my death, with the successor Trustee to be determined in accordance with the foregoing provisions.

D. Method of Appointment of Trustee. Any such appointment of a successor Trustee by a person shall be made in a written instrument executed by such person in the presence of two witnesses and acknowledged before a notary public which is delivered to such appointed Trustee during the lifetime of the person making such appointment, or any such appointment of a successor Trustee by a person may be made under the last Will of such person.

E. Limitations on Removal and Replacement Power. Any power to remove and/or replace a trustee hereunder that is granted to an individual (including such power when reserved to me) is personal to that individual and may not be exercised by a guardian, power of attorney holder, or other legal representative or agent.

F. Successor Fiduciaries. No Trustee is responsible for, nor has any duty to inquire into, the administration, acts or omissions of any executor, administrator, Personal Representative, or trustee or attorney-in-fact adding property to these Trusts, or of any predecessor Trustee. Each successor Trustee has all the powers, privileges, immunities, rights and title (without the execution of any instrument of transfer or any other act by any retiring Trustee) and all the duties of all predecessors.

G. Liability and Indemnification of Trustee.

1. Liability in General. No individual Trustee (that is, a Trustee that is not a corporation or other entity) shall be liable for any of his or her actions or failures to act as Trustee, even if the individual Trustee is found by a court to have been negligent or in breach of fiduciary duty, except for liability caused by his or her actions or failures to act done in bad faith or with reckless indifference to the purposes of the trust or the interests of the beneficiaries. Each Trustee that is a corporation or other entity will be liable for its actions or failures to act that are negligent or that breach its fiduciary duty, without contribution by any individual Trustee.

2. Indemnification of Trustee. Except in regard to liabilities imposed on a Trustee under Subparagraph IV.G.1, each Trustee shall be held harmless and indemnified from the assets of the trust for any liability, damages, attorney's fees, expenses, and costs incurred as a result of its service as Trustee. A Trustee who ceases to serve for any reason will be entitled to receive reasonable security from the assets of the trust to protect it from liability, and may enforce these provisions for indemnification against the current Trustee or against any assets held in the trust, or if the former Trustee is an individual

and not a corporation or other entity, against any beneficiary to the extent of distributions received by that beneficiary. This indemnification right extends to the estate, personal representatives, legal successors and assigns of a Trustee.

3. Indemnification of Trustee - Additional Provisions. I recognize that if a beneficiary accuses a Trustee of wrongdoing or breach of fiduciary duty, the Trustee may have a conflict of interest that ordinarily would prevent it from paying legal fees and costs from the trust estate to defend itself. I do not want to put a financial burden on any individual named to serve as a Trustee. Just as important, I do not want an individual who has been selected to serve as a Trustee to be reluctant to accept the position, or while serving to be intimidated in the performance of the Trustee's duties because of the threats of lawsuits that might force the Trustee to pay fees and costs from the Trustee's personal resources. For this reason, I deliberately and intentionally waive any such conflict of interest with respect to any individual serving as Trustee so that he or she can hire counsel to defend himself or herself against allegations of wrongdoing or if sued for any reason (whether by a beneficiary or by someone else) and pay all fees and costs for his or her defense from the trust estate until the dispute is resolved. I understand and agree that a court may award, disallow or allocate fees and costs in whole or in part after the dispute is resolved, as provided by law. The Trustee will account for all such fees and costs paid by it as provided by law. This provision shall not apply to any Trustee that is a corporation or other entity.

H. **Compensation, Bond**. Each Trustee is entitled to be paid reasonable compensation for services rendered in the administration of the trust. Reasonable compensation for a non-individual Trustee will be its published fee schedule in effect when its services are rendered unless otherwise agreed in writing, and except as follows. Any fees paid to a non-individual Trustee for making principal distributions, for termination of the trust, and upon termination of its services must be based solely on the value of its services rendered, not on the value of the trust principal. During my lifetime the Trustee's fees are to be charged wholly against income (to the extent sufficient), unless directed otherwise by me in writing. Each Trustee shall serve without bond.

I. **Maintenance of Records**. The Trustee shall maintain accurate accounts and records. It shall render annual statements of the receipts and disbursements of income and principal of a trust upon the written request of any adult vested beneficiary of such trust or the guardian of the person of any vested beneficiary and the approval of such beneficiary shall be binding upon all persons then or thereafter interested in such trust as to the matters and transactions shown on such statement. The Trustee may at any time apply for a judicial settlement of any account. No Trustee shall be required to file any statutory or other periodic accountings of the administration of a trust.

J. **Interested Trustee**. The Trustee may act under this Agreement even if interested in these Trusts in an individual capacity, as a fiduciary of another trust or estate (including my estate) or in any other capacity. The Trustee may in good faith enter into a sale, encumbrance, or other transaction involving the investment or management of trust property for the Trustee's own personal account or which is otherwise affected by a conflict between the Trustee's fiduciary and personal interests, without liability and without being voidable by a beneficiary. The Trustee is specifically authorized to make loans to, to receive loans from, or to sell, purchase or exchange assets in a transaction with (i) the

Trustee's spouse, (ii) the Trustee's children or grandchildren, siblings, parents, or spouses of such persons, (iii) an officer, director, employee, agent, or attorney of the Trustee, or (iv) a corporation, partnership, limited liability company, or other business entity in which the Trustee has a financial interest, provided that in any transaction the trusts hereunder receive fair and adequate consideration in money or money's worth. The Trustee may renounce any interest or expectancy of a trust in, or an opportunity to participate in, specified business opportunities or specified classes or categories of business opportunities that are presented to the Trustee. Such renunciation shall not prohibit the Trustee from participating in the Trustee's individual capacity in such opportunity or expectancy.

K. **Third Parties**. No one dealing with the Trustee need inquire into its authority or its application of property.

L. **Merger of Trusts**. If the Trustee is also trustee of a trust established by myself or another person by will or trust agreement, the beneficiaries to whom income and principal may then be paid and then operative terms of which are substantially the same as those of a trust held under this Agreement, the Trustee in its discretion may merge either such trust into the other trust. The Trustee, in exercising its discretion, shall consider economy of administration, convenience to the beneficiaries, tax consequences and any other factor it considers important. If it is later necessary to reestablish the merged trust as separate trusts, it shall be divided proportionately to the value of each trust at the time of merger.

M. **Multiple Trustees**. If two Trustees are serving at any time, any power or discretion of the Trustees may be exercised only by their joint agreement. Either Trustee may delegate to the other Trustee the authority to act on behalf of both Trustees and to exercise any power held by the Trustees. If more than two Trustees are serving at any time, and unless unanimous agreement is specifically required by the terms of this Trust Agreement, any power or discretion of the Trustees may be exercised only by a majority. The Trustees may delegate to any one or more of themselves the authority to act on behalf of all the Trustees and to exercise any power held by the Trustees. Trustees who consent to the delegation of authority to other Trustees will be liable for the consequences of the actions of those other Trustees as if the consenting Trustees had joined the other Trustees in performing those actions. A dissenting Trustee who did not consent to the delegation of authority to another Trustee and who has not joined in the exercise of a power or discretion cannot be held liable for the consequences of the exercise. A dissenting Trustee who joins only at the direction of the majority will not be liable for the consequences of the exercise if the dissent is expressed in writing delivered to any of the other Trustees before the exercise of that power or discretion.

ARTICLE V. ADDITIONAL TAX AND RELATED MATTERS

A. **GST Trusts**. I direct (a) that the Trustee shall divide any trust to which there is allocated any GST exemption into two separate Trusts (each subject to the provisions hereof) so that the generation-skipping tax inclusion ratio of one such trust is zero, (b) any property exempt from generation-skipping taxation shall be divided as otherwise provided herein and held for the same persons

designated in Trusts separate from any property then also so divided which is not exempt from generation-skipping taxation, and (c) if upon the death of a beneficiary a taxable termination would otherwise occur with respect to any property held in trust for him or her with an inclusion ratio greater than zero, such beneficiary shall have with respect only to such property a power to appoint such fractional share thereof which if included in such beneficiary's gross estate for federal estate tax purposes (without allowing any deduction with respect to such share) would not be taxed at the highest federal estate tax rate and such fractional share of such property shall be distributed to such persons including only such beneficiary's estate, spouse, and issue, as such beneficiary may appoint, and any part of a trust such beneficiary does not effectively appoint shall be treated as otherwise provided for disposition upon his or her death, provided, if upon his or her death two or more Trusts for his or her benefit are directed to be divided among and held or distributed for the same persons and the generation-skipping tax inclusion ratio of any such trust is zero, the amount of any other such Trust to which there is allocated any of such beneficiary's GST exemption shall be added to the Trusts with generation-skipping tax inclusion ratios of zero in equal shares. For purposes of funding any pecuniary payment to which there is allocated any GST exemption, such payment shall be satisfied with cash or property which fairly represents appreciation and depreciation (occurring between the valuation date and the date of distribution) in all of the assets from which such distribution could be made, and any pecuniary payment made before a residual transfer of property to which any GST exemption is allocated shall be satisfied with cash or property which fairly represents appreciation and depreciation (occurring between the valuation date and the date of distribution) in all of the assets from which such pecuniary payment could be satisfied and shall be allocated a pro rata share of income earned by all such assets between the valuation date and the date of payment. Except as otherwise expressly provided herein, the valuation date with respect to any property shall be the date as of which its value is determined for federal estate tax purposes with respect to the transferor thereof, and subject to the foregoing, property distributed in kind in satisfaction of any pecuniary payment shall be selected on the basis of the value of such property on the valuation date. All terms used in this paragraph which are defined or explained in Chapter 13 of the Code or the regulations thereunder shall have the same meaning when used herein. I request (but do not require) that if two or more Trusts are held hereunder for any person, no principal be paid to such person from the Trusts with the lower inclusion ratios for generation-skipping tax purposes unless the trust with the highest inclusion ratio has been exhausted by use, consumption, distribution or otherwise or is not reasonably available. The Trustee is authorized and directed to comply with the provisions of the Treasury Regulations interpreting the generation skipping tax provisions of the Code in severing or combining any trust, creating or combining separate trust shares, allocating GST exemption, or otherwise, as necessary to best accomplish the foregoing allocations, inclusion ratios, combinations, and divisions, including, without limitation, the payment of "appropriate interest" as determined by the Trustee as that term is applied and used in said Regulations.

B. **Individual Retirement Accounts**. In the event that this trust or any trust created under this Agreement is the beneficiary of an Individual retirement account established and maintained under Code Section 408 or a qualified pension, profit sharing or stock bonus plan established and maintained under Code Section 401 (referred to in this paragraph as "IRA"), the following provisions shall apply to such trust:

1. I intend that the beneficiaries of such trust shall be beneficiaries within the meaning of Code Section 401(a)(9) and the Treasury Regulations thereunder. All provisions of such trust shall be construed consistent with such intent. Accordingly, the following provisions shall apply to such trust:

a. No benefits from any IRA may be used or applied for the payment of any debts, taxes or other claims against my estate as set forth in the later paragraph captioned "Taxes", unless other assets of this trust are not available for such payment.

b. In the event that a beneficiary of any trust created under this Agreement has a testamentary general power of appointment or a limited power of appointment over all or any portion of any trust established under this Agreement, and if such trust is the beneficiary of any benefits from any IRA, the beneficiary shall not appoint any part of such trust to a charitable organization or to a lineal descendant of mine (or a spouse of a lineal descendant of mine) who is older than the beneficiary whose life expectancy is being used to calculate distributions from such IRA.

2. The Trustee shall deliver a copy of this Agreement to the custodian of any IRA of which this trust or any trust created under this Agreement is the named beneficiary within the time period prescribed Code Section 401(a)(9) and the Treasury Regulations thereunder, along with such additional items required thereunder. If the custodian of the IRA changes after a copy of this Agreement has been provided pursuant to the preceding sentence, the Trustee shall immediately provide a copy of this Agreement to the new custodian. The Trustee shall request each custodian to complete a receipt of the Agreement and shall attach such receipt to this Agreement. The Trustee shall provide a copy of each amendment of this Agreement to the custodian and shall obtain a receipt of such amendment.

C. **Gift Transfers Made From Trust During My Lifetime**. I direct that all gift transfers made from the trust during my lifetime be treated for all purposes as if the gift property had been first withdrawn by (or distributed to) me and then transferred by me to the donees involved. Thus, in each instance, even where title to the gift property is transferred directly from the name of the trust (or its nominee) into the name of the donee, such transfer shall be treated for all purposes as first a withdrawal by (or distribution of the property to) me followed by a gift transfer of the property to the donee by me as donor, the Trustee making the actual transfer in my behalf acting as my attorney in fact, this paragraph being, to that extent, a power of attorney from me to the Trustee to make such transfer, which power of attorney shall not be affected by my Disability, incompetence, or incapacity.

D. **Gifts**. If I am Disabled, I authorize the Trustee to make gifts from trust property during my lifetime for estate planning purposes, or to distribute amounts to my legally appointed guardian or to my attorney-in-fact for those purposes, subject to the following limitations:

1. Recipients. The gifts may be made only to my lineal descendants or to trusts primarily for their benefit, and in aggregate annual amounts to any one such recipient that do not exceed the exclusion amount provided for under Code Section 2503(b).

2. Trustee Limited. When a person eligible to receive gifts is serving as Trustee, the aggregate of all gifts to that person during the calendar year allowable under the preceding subparagraph 1. shall thereafter not exceed the greater of Five Thousand Dollars ($5,000), or five percent (5%) of the aggregate value of the trust estate. However, gifts completed prior to a recipient's commencing to serve as Trustee shall not be affected by this limitation.

3. Charitable Pledges. The Trustee may pay any charitable pledges I made while I was not Disabled (even if not yet due).

E. Death Costs. If upon my death the Trustee hold any United States bonds which may be redeemed at par in payment of federal estate tax, the Trustee shall pay the federal estate tax due because of my death up to the amount of the par value of such bonds and interest accrued thereon at the time of payment. The Trustee shall also pay from the trust all of my following death costs, but if there is an acting executor, administrator or Personal Representative of my estate my Trustee shall pay only such amounts of such costs as such executor, administrator or Personal Representative directs:

1. my debts which are allowed as claims against my estate,

2. my funeral expenses without regard to legal limitations,

3. the expenses of administering my estate,

4. the balance of the estate, inheritance and other death taxes (excluding generation-skipping transfer taxes unless arising from direct skips), and interest and penalties thereon, due because of my death with respect to all property whether or not passing under my Will or this Agreement (other than property over which I have a power of appointment granted to me by another person, and qualified terminable interest property which is not held in a trust that was subject to an election under Code Section 2652(a)(3) at or about the time of its funding) and life insurance proceeds on policies insuring my life which proceeds are not held under this trust or my probate estate at or by reason of my death), and

5. any gifts made in my Will or any Codicil thereto.

The Trustee may make any such payment either to my executor, administrator or Personal Representative or directly to the proper party. The Trustee shall not be reimbursed for any such payment, and is not responsible for the correctness or application of the amounts so paid at the direction of my executor, administrator, or Personal Representative. The Trustee shall not pay any of such death costs with any asset which would not otherwise be included in my gross estate for federal or state estate or inheritance tax purposes, or with any asset which otherwise cannot be so used, such as property received under a limited power of appointment which prohibits such use. Further, no payment of any such death costs shall be charged against or paid from the tangible personal property disposed of pursuant to the prior paragraph captioned "Disposition of Tangible Personal Property."

F. **Subchapter S Stock**. Regardless of anything herein to the contrary, in the event that after my death the principal of a trust includes stock in a corporation for which there is a valid election to be treated under the provisions of Subchapter S of the Code, the income beneficiary of such a trust is a U.S. citizen or U.S. resident for federal income tax purposes, and such trust is not an "electing small business trust" under Code Section 1361(e)(1) in regard to that corporation, the Trustee shall (a) hold such stock as a substantially separate and independent share of such trust within the meaning of Code Section 663(c), which share shall otherwise be subject to all of the terms of this Agreement, (b) distribute all of the income of such share to the one income beneficiary thereof in annual or more frequent installments, (c) upon such beneficiary's death, pay all accrued or undistributed income of such share to the beneficiary's estate, (d) distribute principal from such share during the lifetime of the income beneficiary only to such beneficiary, notwithstanding any powers of appointment granted to any person including the income beneficiary, and (e) otherwise administer such share in a manner that qualifies it as a "qualified Subchapter S trust" as that term is defined in Code Section 1361(d)(3), and shall otherwise manage and administer such share as provided under this Agreement to the extent not inconsistent with the foregoing provisions of this paragraph.

G. **Residence as Homestead**. I reserve the right to reside upon any real property placed in this trust as my permanent residence during my life, it being the intent of this provision to retain for myself the requisite beneficial interest and possessory right in and to such real property to comply with Section 196.041 of the Florida Statutes such that said beneficial interest and possessory right constitute in all respects "equitable title to real estate" as that term is used in Section 6, Article VII of the Constitution of the State of Florida. Notwithstanding anything contained in this trust to the contrary, for purposes of the homestead exemption under the laws of the State of Florida, my interest in any real property in which I reside pursuant to the provisions of this trust shall be deemed to be an interest in real property and not personalty and shall be deemed my homestead.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Amended and Restated Trust Agreement on the date first above written.

SETTLOR and TRUSTEE:

SIMON L. BERNSTEIN

This instrument was signed by SIMON L. BERNSTEIN in our presence, and at the request of and in the presence of SIMON L. BERNSTEIN and each other, we subscribe our names as witnesses on this 21 day of July, 2012:

Print Name: Robert L. Spallina
Address: 7387 Wisteria Avenue
Parkland, FL 33076

Print Name: Kimberly Moran
Address: 6362 Las Flores Drive
Boca Raton, FL 33433

STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 25 day of July, 2012, by SIMON L. BERNSTEIN.

Signature - Notary Public-State of Florida

Lindsay Baxley

Print, type or stamp name of Notary Public

[Seal with Commission Expiration Date]

NOTARY PUBLIC-STATE OF FLORIDA
Lindsay Baxley
Commission # EE092282
Expires: MAY 10, 2015
BONDED THRU ATLANTIC BONDING CO., INC.

Personally Known _____ or Produced Identification _____

Type of Identification Produced _____

SHIRLEY BERNSTEIN

TRUST AGREEMENT

Prepared by:

Tescher & Spallina, P.A.
2101 Corporate Blvd., Suite 107, Boca Raton, Florida 33431
(561) 998-7847
www.tescherlaw.com

TESCHER & SPALLINA, P.A.

SHIRLEY BERNSTEIN

TRUST AGREEMENT

This Trust Agreement is dated this 20 day of MAY, 2008, and is between SHIRLEY BERNSTEIN, of Palm Beach County, Florida referred to in the first person, as settlor, and SHIRLEY BERNSTEIN, of Palm Beach County, and SHIRLEY BERNSTEIN's successors, as trustee (referred to as the "***Trustee***," which term more particularly refers to all individuals and entities serving as trustee of a trust created hereunder during the time of such service, whether alone or as co-trustees, and whether originally serving or as a successor trustee). Said Trustee acknowledges receipt of the property described in the Attachment to this Agreement, and agrees to hold said property and all additions, in trust, as provided in this Agreement.

ARTICLE I. DURING MY LIFE AND UPON MY DEATH

A. **Rights Reserved**. I reserve the right (a) to add property to this trust during my life or on my death, by my Will or otherwise; (b) to withdraw property held hereunder; and (c) by separate written instrument delivered to the Trustee, to revoke this Agreement in whole or in part and otherwise modify or amend this Agreement. However, after my spouse's death I may not exercise any of said rights with respect to property added by my spouse upon my spouse's death by my spouse's Will or otherwise.

B. **Payments During My Life**. If income producing property is held in the trust during my life, the Trustee shall pay the net income of the trust to me or as I may direct. However, during any periods while I am Disabled, the Trustee shall pay to me or on my behalf such amounts of the net income and principal of the trust as is proper for my Welfare, and also may in its discretion pay to my spouse such amounts of said net income and principal as is proper for his Welfare. Any income not so paid shall be added to principal.

C. **Gifts**. If I am Disabled, I authorize the Trustee to make gifts from trust property during my lifetime for estate planning purposes, or to distribute amounts to my legally appointed guardian or to my attorney-in-fact for those purposes, subject to the following limitations:

1. Recipients. The gifts may be made only to my spouse and my lineal descendants or to trusts primarily for their benefit, and in aggregate annual amounts to any one such recipient that do not exceed the exclusion amount provided for under Code Section 2503(b).

2. Trustee Limited. When a person eligible to receive gifts is serving as Trustee, the aggregate of all gifts to that person during the calendar year allowable under the preceding subparagraph 1. shall thereafter not exceed the greater of Five Thousand Dollars ($5,000), or five percent

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(5%) of the aggregate value of the trust estate. However, gifts completed prior to a recipient's commencing to serve as Trustee shall not be affected by this limitation.

3. Charitable Pledges. The Trustee may pay any charitable pledges I made while I was not Disabled (even if not yet due).

D. Upon My Death. Upon my death the Trustee shall collect and add to the trust all amounts due to the trust under any insurance policy on my life or under any death benefit plan and all property added to the trust by my Will or otherwise. After paying or providing for the payment from the augmented trust of all current charges and any amounts payable under the later paragraph captioned "Death Costs," the Trustee shall hold the trust according to the following provisions.

ARTICLE II. AFTER MY DEATH

A. Disposition of Tangible Personal Property. If any non-business tangible personal property other than cash (including, but not limited to, my personal effects, jewelry, collections, household furnishings, and equipment, and automobiles) is held in the trust at the time of my death, such items shall be promptly distributed by the Trustee of the trust to such person or persons, including my estate, as to the item or items or proportion specified, as I may appoint, and to the extent that any such items are not disposed of by such appointment, such items shall be disposed of by the Trustee of the trust in exactly the same manner as such items would have been disposed of under the terms and provisions of my Will (including any Codicil thereto, or what the Trustee in good faith believes to be such Will and Codicil) had such items been included in my probate estate. Any such items which are not effectively disposed of pursuant to the preceding sentence shall pass with the other trust assets.

B. Specific Cash Devise. The Trustee shall set aside in a separate trust the sum of Two Hundred Thousand ($200,000.00) Dollars for MATTHEW LOGAN, and said separate trust shall be administered as provided in Subparagraph II.F below. If MATTHEW LOGAN does not survive me this devise shall lapse.

C. Marital Deduction Gift. If my spouse survives me:

1. Family Trust. The Trustee shall hold as a separate "***Family Trust***" (i) all property of the trust estate as to which a federal estate tax marital deduction would not be allowed if it were distributed outright to my spouse, and (ii) after giving effect to (i), the largest pecuniary amount which will not result in or increase any federal or state death tax otherwise payable by reason of my death. In determining the pecuniary amount the Trustee shall assume that none of this Family Trust qualifies for a federal estate tax deduction, and shall assume that all of the Marital Trust hereinafter established (including any part thereof disclaimed by my spouse) qualifies for the federal estate tax marital deduction. I recognize that the pecuniary amount may be reduced by certain state death taxes and administration expenses which are not deducted for federal estate tax purposes.

2. Marital Trust. The balance of the trust remaining after the establishment of the Family Trust shall be held as a separate "***Marital Trust***."

3. Disclaimer. Any part of the Marital Trust my spouse disclaims shall be added to the Family Trust. My spouse shall not be deemed to have predeceased me for purposes of such addition. I suggest that my spouse or my spouse's fiduciaries consider an appropriate partial disclaimer to minimize the death taxes due upon both of our deaths.

If my spouse does not survive me, the entire trust shall be held as the Family Trust without regard to the provisions of Subparagraph II.B.1 describing or limiting which assets shall be held thereunder.

D. During Spouse's Life. Commencing with the date of my death the Trustee shall,

1. Marital Trust. Pay to my spouse from the Marital Trust, the net income, and such amounts of principal as is proper for my spouse's Welfare; and

2. Family Trust. Pay to my spouse from the Family Trust, the net income, and such amounts of principal as is proper for my spouse's Welfare. I request (but do not require) that no principal be paid to my spouse from the Family Trust for my spouse's Welfare unless the Marital Trust has been exhausted by use, consumption, distribution, or otherwise or is not reasonably available.

E. Disposition of Trusts Upon Death of Survivor of My Spouse and Me. Upon the death of the survivor of my spouse and me,

1. Limited Power. My spouse (if my spouse survives me) may appoint the Marital Trust and Family Trust (except any part added by disclaimer from the Marital Trust and proceeds of insurance policies on my spouse's life) to or for the benefit of one or more of my lineal descendants and their spouses;

2. Disposition of Balance. Any parts of the Marital Trust and the Family Trust my spouse does not or cannot effectively appoint (including any additions upon my spouse's death), or all of the Family Trust if my spouse did not survive me, shall be divided among and held in separate Trusts for my lineal descendants then living, *per stirpes*. Any assets allocated under this Subparagraph II.D. to my children (as that term is defined under this Trust), shall be distributed to the then serving Trustees of each of their respective Family Trusts, established by my spouse as grantor on even date herewith (the "***Family Trusts***" which term includes any successor trust thereto), to be held and administered as provided under said Trusts. The provisions of the Family Trusts are incorporated herein by reference, and if any of the Family Trusts are not then in existence and it is necessary to accomplish the foregoing dispositions, the current Trustee of this Trust is directed to take such action to establish or reconstitute such applicable trust(s), or if the Trustee is unable to do so, said assets shall be held in separate trusts for such lineal descendants and administered as provided in Subparagraph II.E. below. Each of my lineal descendants for whom a separate Trust is held hereunder shall hereinafter be referred to as a "***beneficiary***," with their separate trusts to be administered as provided in Subparagraph II.E. below.

F. **Trusts for Beneficiaries**. The Trustee shall pay to a beneficiary the net income of such beneficiary's trust. The Trustee shall pay to the beneficiary and the beneficiary's children, such amounts of the principal of such beneficiary's trust as is proper for the Welfare of such individuals. After a beneficiary has reached any one or more of the following birthdays, the beneficiary may withdraw the principal of his or her separate trust at any time or times, not to exceed in the aggregate 1/3 in value after the beneficiary's 25th birthday, 1/2 in value (after deducting any amount previously subject to withdrawal but not actually withdrawn) after the beneficiary's 30th birthday, and the balance after the beneficiary's 35th birthday, provided that the withdrawal powers described in this sentence shall not apply to any child of mine as beneficiary of a separate trust. The value of each trust shall be its value as of the first exercise of each withdrawal right, plus the value of any subsequent addition as of the date of addition. The right of withdrawal shall be a privilege which may be exercised only voluntarily and shall not include an involuntary exercise. If a beneficiary dies with assets remaining in his or her separate trust, upon the beneficiary's death the beneficiary may appoint his or her trust to or for the benefit of one or more of my lineal descendants and their spouses (excluding from said class, however, such beneficiary and such beneficiary's creditors, estate, and creditors of such beneficiary's estate). Any part of his or her trust such beneficiary does not effectively appoint shall upon his or her death be divided among and held in separate Trusts for the following persons:

1. for his or her lineal descendants then living, *per stirpes*; or

2. if he or she leaves no lineal descendant then living, *per stirpes* for the lineal descendants then living of his or her nearest ancestor (among me and my lineal descendants) with a lineal descendant then living who is also a lineal descendant of my spouse.

A trust for a lineal descendant of mine shall be held under this paragraph, or if a trust is then so held, shall be added to such trust.

G. **Termination of Small Trust**. If at any time after the death of the survivor of my spouse and me in the opinion of the Trustee a separate trust holds assets of a value of less than $50,000.00 and is too small to justify the expense of its retention, and termination of such trust is in the best interests of its current income beneficiary, the Trustee in its discretion may terminate such trust and pay it to said beneficiary.

H. **Contingent Gift**. If at any time property of a trust held under this Agreement is not disposed of under the other provisions of this Agreement, it shall be paid, as a gift made hereunder, to such persons and in such shares as such property would be distributed if my spouse and I had each then owned one-half of such property and had each then died solvent, unmarried and intestate domiciled in the State of Florida, according to the laws of inheritance of the State of Florida then in effect.

I. **Protective Provision**. No beneficiary of any trust herein created shall have any right or power to anticipate, transfer, pledge, sell, alienate, assign or encumber in any way his or her interest in the income or principal of such trust. Furthermore, no creditor shall have the right to attach, lien, seize or levy upon the interest of a beneficiary in this trust (other than myself) and such interest shall not be

liable for or subject to the debts, liabilities or obligations of any such beneficiary or any claims against such beneficiary (whether voluntarily or involuntarily created), and the Trustee shall pay directly to or for the use or benefit of such beneficiary all income and principal to which such beneficiary is entitled, notwithstanding that such beneficiary has executed a pledge, assignment, encumbrance or in any other manner alienated or transferred his or her beneficial interest in the trust to another. This paragraph shall not preclude the effective exercise of any power of appointment granted herein or the exercise of any disclaimer.

J. **Maximum Duration**. Regardless of anything in this Agreement to the contrary, no trust interest herein created shall continue beyond three hundred sixty (360) years as provided in F.S. § 689.225(2)(a)(2), nor shall any power of appointment be exercised in such manner so as to delay vesting of any trust beyond such period. Immediately prior to the expiration of such period, all such trusts then in existence shall terminate, and the assets thereof shall be distributed outright and in fee to then beneficiaries of the current income and in the proportions in which such persons are the beneficiaries, and if such proportions cannot be ascertained, then equally among such beneficiaries.

K. **Florida Homestead Possessory Rights**. Notwithstanding anything herein to the contrary, if any portion of any Florida improved residential real estate (excluding commercial multi-unit rental property) is an asset of the Marital Trust, my spouse shall have the exclusive and continuous present right to full use, occupancy and possession of such real estate for life. It is my intention that my spouse's interest in such property shall constitute a "beneficial interest for life" and "equitable title to real estate" as contemplated by Section 196.041(2) of Florida Statutes, as amended from time to time or any corresponding provision of law.

ARTICLE III. GENERAL

A. **Disability**. Subject to the following Subparagraph captioned "Subchapter S Stock," while any beneficiary (other than my spouse as beneficiary of the Marital Trust) is Disabled, the Trustee shall pay to him or her only such portion of the income to which he or she is otherwise entitled as is proper for his or her Welfare, and any income not so paid shall be added to the principal from which derived. While any beneficiary is Disabled, income or principal payable to him or her may, in the discretion of the Trustee, be paid directly to him or her, without the intervention of a guardian, directly to his or her creditors or others for his or her sole benefit or to an adult person or an eligible institution (including the Trustee) selected by the Trustee as custodian for a minor beneficiary under the Uniform Transfers to Minors Act or similar law. The receipt of such payee is a complete release to the Trustee.

B. **Timing of Income Distributions**. The Trustee shall make required payments of income at least quarterly.

C. **Substance Abuse**.

1. In General. If the Trustee reasonably believes that a beneficiary (other than myself) of any trust:

a. routinely or frequently uses or consumes any illegal substance so as to be physically or psychologically dependent upon that substance, or

b. is clinically dependent upon the use or consumption of alcohol or any other legal drug or chemical substance that is not prescribed by a board certified medical doctor or psychiatrist in a current program of treatment supervised by such doctor or psychiatrist,

and if the Trustee reasonably believes that as a result the beneficiary is unable to care for himself or herself, or is unable to manage his or her financial affairs, all mandatory distributions (including distributions upon termination of the trust) to the beneficiary, all of the beneficiary's withdrawal rights, and all of the beneficiary's rights to participate in decisions concerning the removal and appointment of Trustees will be suspended (excluding, however, mandatory income rights under the Marital Trust). In that event, the following provisions of this Subparagraph III.C will apply.

2. Testing. The Trustee may request the beneficiary to submit to one or more examinations (including laboratory tests of bodily fluids) determined to be appropriate by a board certified medical doctor and to consent to full disclosure to the Trustee of the results of all such examinations. The Trustee shall maintain strict confidentiality of those results and shall not disclose those results to any person other than the beneficiary without the prior written permission of the beneficiary. The Trustee may totally or partially suspend all distributions otherwise required or permitted to be made to that beneficiary until the beneficiary consents to the examination and disclosure to the Trustee.

3. Treatment. If, in the opinion of the examining doctor, the examination indicates current or recent use of a drug or substance as described above, the examining doctor will determine an appropriate method of treatment for the beneficiary (for example, counseling or treatment on an in-patient basis in a rehabilitation facility) that is acceptable to the Trustee. If the beneficiary consents to the treatment, the Trustee shall pay the costs of treatment directly to the provider of those services from the distributions suspended under this Subparagraph III.C.

4. Resumption of Distributions. The Trustee may resume other distributions to the beneficiary (and the beneficiary's other suspended rights will be restored) when, in the case of use or consumption of an illegal substance, examinations indicate no such use for 12 months and, in all cases, when the Trustee in its discretion determines that the beneficiary is able to care for himself or herself and is able to manage his or her financial affairs.

5. Disposition of Suspended Amounts. When other distributions to the beneficiary are resumed, the remaining balance, if any, of distributions that were suspended may be distributed to the beneficiary at that time. If the beneficiary dies before distribution of those suspended amounts, the Trustee shall distribute the balance of the suspended amounts to the persons who would be the alternate

takers of that beneficiary's share (or takers through the exercise of a power of appointment) as otherwise provided in this Trust Agreement.

6. Exoneration. No Trustee (or any doctor retained by the Trustee) will be responsible or liable to anyone for a beneficiary's actions or welfare. The Trustee has no duty to inquire whether a beneficiary uses drugs or other substances as described in this Subparagraph III.C. The Trustee (and any doctor retained by the Trustee) is to be indemnified from the trust estate and held harmless from any liability of any nature in exercising its judgment and authority under this Subparagraph III.C, including any failure to request a beneficiary to submit to medical examination, and including a decision to distribute suspended amounts to a beneficiary.

7. Tax Savings Provision. Despite the provisions of this Subparagraph III.C, the Trustee cannot suspend any mandatory distributions or withdrawal rights that are required for that trust to become or remain a Qualified Subchapter S Trust (unless the Trustee elects for the trust to be an Electing Small Business Trust), or to qualify for any federal transfer tax exemption, deduction, or exclusion allowable with respect to that trust.

D. **Income on Death of Beneficiary**. Subject to the later paragraph captioned "Subchapter S Stock," and except as otherwise explicitly provided herein, upon the death of any beneficiary, all accrued or undistributed income of such deceased beneficiary's trust shall pass with the principal of his or her trust but shall remain income for trust accounting purposes.

E. **Definitions**. In this Agreement,

1. Children, Lineal Descendants. The terms "***child,***" "***children***" and "***lineal descendant***" mean only persons whose relationship to the ancestor designated is created entirely by or through (a) legitimate births occurring during the marriage of the joint biological parents to each other, (b) children and their lineal descendants arising from surrogate births and/or third party donors when (i) the child is raised from or near the time of birth by a married couple (other than a same sex married couple) through the pendency of such marriage, (ii) one of such couple is the designated ancestor, and (iii) to the best knowledge of the Trustee both members of such couple participated in the decision to have such child, and (c) lawful adoptions of minors under the age of twelve years. No such child or lineal descendant loses his or her status as such through adoption by another person. Notwithstanding the foregoing, as I have adequately provided for them during my lifetime, for purposes of the dispositions made under this Trust, my children, TED S. BERNSTEIN ("***TED***") and PAMELA B. SIMON ("***PAM***"), and their respective lineal descendants shall be deemed to have predeceased the survivor of my spouse and me, provided, however, if my children, ELIOT BERNSTEIN, JILL IANTONI and LISA S. FRIEDSTEIN, and their lineal descendants all predecease the survivor of my spouse and me, then TED and PAM, and their respective lineal descendants shall not be deemed to have predeceased me and shall be eligible beneficiaries for purposes of the dispositions made hereunder.

2. Code. "***Code***" means the Internal Revenue Code of 1986, as amended, and in referring to any particular provision of the Code, includes a reference to any equivalent or successor provision of a successor federal tax law.

3. Disabled. "***Disabled***" or being under "***Disability***" means, as to any applicable individual: (1) being under the age of 21 years, (2) having been adjudicated by a court of competent jurisdiction as mentally or physically incompetent or unable to manage his or her own property or personal affairs (or a substantially similar finding under applicable state or national law), or (3) being unable to properly manage his or her personal or financial affairs, or a trust estate hereunder as to a Trustee hereunder, because of a mental or physical impairment (whether temporary or permanent in nature). A written certificate executed by an individual's attending physician or attending psychiatrist confirming that person's impairment will be sufficient evidence of Disability under item (3) above, and all persons may rely conclusively on such a certificate.

4. Education. The term "***education***" herein means vocational, primary, secondary, preparatory, theological, college and professional education, including post-graduate courses of study, at educational institutions or elsewhere, and expenses relating directly thereto, including tuition, books and supplies, room and board, and travel from and to home during school vacations. It is intended that the Trustee liberally construe and interpret references to "education," so that the beneficiaries entitled to distributions hereunder for education obtain the best possible education commensurate with their abilities and desires.

5. My Spouse. "***My spouse***" is SIMON L. BERNSTEIN ("***SIMON***").

6. Needs and Welfare Distributions. Payments to be made for a person's ***"Needs"*** means payments for such person's support, health (including lifetime residential or nursing home care), maintenance and education. Payments to be made for a person's ***"Welfare"*** means payments for such person's Needs, and as the Trustee determines in its sole discretion also for such person's advancement in life (including assistance in the purchase of a home or establishment or development of any business or professional enterprise which the Trustee believes to be reasonably sound), happiness and general well-being. However, the Trustee, based upon information reasonably available to it, shall make such payments for a person's Needs or Welfare only to the extent such person's income, and funds available from others obligated to supply funds for such purposes (including, without limitation, pursuant to child support orders and agreements), are insufficient in its opinion for such purposes, and shall take into account such person's accustomed manner of living, age, health, marital status and any other factor it considers important. Income or principal to be paid for a person's Needs or Welfare may be paid to such individual or applied by the Trustee directly for the benefit of such person. The Trustee may make a distribution or application authorized for a person's Needs or Welfare even if such distribution or application substantially depletes or exhausts such person's trust, without any duty upon the Trustee to retain it for future use or for other persons who might otherwise benefit from such trust.

7. Per Stirpes. In a division "***per stirpes***" each generation shall be represented and counted whether or not it has a living member.

8. Related or Subordinate Party. A "***Related or Subordinate Party***" to a trust describes a beneficiary of the subject trust or a related or subordinate party to a beneficiary of the trust as the terms "related or subordinate party" are defined under Code Section 672(c).

9. Spouse. A person's "***spouse***" includes only a spouse then married to and living as husband and wife with him or her, or a spouse who was married to and living as husband and wife with him or her at his or her death. The following rules apply to each person who is a beneficiary or a permissible appointee under this Trust Agreement and who is married to a descendant of mine. Such a person will cease to be a beneficiary and will be excluded from the class of permissible appointees upon:

a. the legal termination of the marriage to my descendant (whether before or after my death), or

b. the death of my descendant if a dissolution of marriage proceeding was pending when he or she died.

10. Gender, Number. Where appropriate, words of any gender include all genders and the singular and plural are interchangeable.

F. Powers of Appointment. Property subject to a power of appointment shall be paid to, or retained by the Trustee or paid to any trustee under any will or trust agreement for the benefit of, such one or more permissible appointees, in such amounts and proportions, granting such interests, powers and powers of appointment, and upon such conditions including spendthrift provisions as the holder of such power (i) in the case of a power exercisable upon the death of such holder, appoints in his or her will or in a trust agreement revocable by him or her until his or her death, or (ii) in the case of a power exercisable during the life of such holder, appoints in a written instrument signed by such holder, two witnesses and a notary public, but in either case only if such will, trust agreement, or instrument specifically refers to such power.

G. Limitations on Powers of Trustee. Regardless of anything herein to the contrary, no Trustee shall make or participate in making any distribution of income or principal of a trust to or for the benefit of a beneficiary which would directly or indirectly discharge any legal obligation of such Trustee or a donor of such trust (as an individual, and other than myself as donor) to support such beneficiary; and no Trustee (other than myself and other than my spouse as Trustee of the Marital Trust) shall make or participate in making any discretionary distribution of income or principal to or for the benefit of himself or herself other than for his or her Needs, including by reason of a determination to terminate a trust described herein. For example, if a Trustee (other than myself and other than my spouse as Trustee of the Marital Trust) has the power to distribute income or principal to himself or herself for his or her own Welfare, such Trustee (the "restricted Trustee") shall only have the power to make or participate in making a distribution of income or principal to the restricted Trustee for the restricted Trustee's Needs, although any co-Trustee who is not also a restricted Trustee may make or participate in making a distribution of income or principal to the restricted Trustee for such restricted Trustee's Welfare without the participation or consent of said restricted Trustee.

H. **Presumption of Survivorship.** If my spouse and I die under circumstances which make it difficult or impracticable to determine which one of us survived the other, I direct that my spouse shall be deemed to have survived me for purposes of this Agreement (except in regard to any property passing hereunder that became part of this trust solely by reason of passage to my probate estate or this trust from the probate estate of or a revocable trust established by my spouse in which case the opposite presumption shall apply), notwithstanding any provisions of law which provide for a contrary presumption. If any person other than my spouse shall be required to survive another person in order to take any interest under this Agreement, the former person shall be deemed to have predeceased the latter person, if such persons die under circumstances which make it difficult or impracticable to determine which one died first.

I. **Governing Law**. This Agreement is governed by the law of the State of Florida.

J. **Other Beneficiary Designations**. Except as otherwise explicitly and with particularity provided herein, (a) no provision of this trust shall revoke or modify any beneficiary designation of mine made by me and not revoked by me prior to my death under any individual retirement account, other retirement plan or account, or annuity or insurance contract, (b) I hereby reaffirm any such beneficiary designation such that any assets held in such account, plan, or contract shall pass in accordance with such designation, and (c) regardless of anything herein to the contrary, any of such assets which would otherwise pass pursuant to this trust due to the beneficiary designation not having met the requirements for a valid testamentary disposition under applicable law or otherwise shall be paid as a gift made hereunder to the persons and in the manner provided in such designation which is incorporated herein by this reference.

K. **Mandatory Notice Required by Florida Law.** The trustee of a trust may have duties and responsibilities in addition to those described in the instrument creating the trust. If you have questions, you should obtain legal advice.

L. **Release of Medical Information.**

1. Disability of Beneficiary. Upon the written request of a Trustee (with or without the concurrence of co-Trustees) issued to any current income or principal beneficiary (including discretionary beneficiaries) for whom a determination of Disability is relevant to the administration of a trust hereunder and for whom a Trustee (with or without the concurrence of co-Trustees) desires to make such a determination, such beneficiary shall issue to all Trustees (who shall be identified thereon both by name to the extent known and by class description) a valid authorization under the Health Insurance Portability and Accountability Act of 1996 and any other applicable or successor law authorizing all health care providers and all medical sources of such requested beneficiary to release protected health information of the requested beneficiary to all Trustees that is relevant to the determination of the Disability of the requested beneficiary as Disability is defined hereunder. The period of each such valid authorization shall be for six months (or the earlier death of the requested beneficiary). If such beneficiary (or his or her legal representative if such beneficiary is a minor or legally disabled) refuses within thirty days of receipt of the request to provide a valid authorization, or

at any time revokes an authorization within its term, the Trustee shall treat such beneficiary as Disabled hereunder until such valid authorization is delivered.

2. Disability of Trustee. Upon the request to a Trustee that is an individual by (a) a co-Trustee, or if none, (b) the person or entity next designated to serve as a successor Trustee not under legal incapacity, or if none, (c) any adult current income or principal beneficiary not under legal incapacity, or in any event and at any time (d) a court of competent jurisdiction, such Trustee shall issue to such person and all persons, courts of competent jurisdiction, and entities (who shall be identified thereon both by name to the extent known and by class description), with authority hereunder to determine such requested Trustee's Disability, a valid authorization under the Health Insurance Portability and Accountability Act of 1996 and any other applicable or successor law authorizing all health care providers and all medical sources of such requested Trustee to release protected health information of the requested Trustee to such persons, courts and entities, that is relevant to the determination of the Disability of the requested Trustee as Disability is defined hereunder. The period of each such valid authorization shall be for six months (or the earlier death or resignation of the requested Trustee). If such requested Trustee refuses within thirty days of receipt of the request to deliver a valid authorization, or at any time revokes an authorization within its term, such requested Trustee shall thereupon be treated as having resigned as Trustee hereunder.

3. Authorization to Issue Certificate. All required authorizations under this paragraph shall include the power of a physician or psychiatrist to issue a written certificate to the appropriate persons or entities as provided in Subparagraph III.E.3 hereof.

ARTICLE IV. FIDUCIARIES

A. **Powers of the Trustee**. During my life except while I am Disabled, the Trustee shall exercise all powers provided by law and the following powers, other than the power to retain assets, only with my written approval. While I am Disabled and after my death, the Trustee shall exercise said powers without approval, provided that the Trustee shall exercise all powers in a fiduciary capacity.

1. Investments. To sell or exchange at public or private sale and on credit or otherwise, with or without security, and to lease for any term or perpetually, any property, real and personal, at any time forming a part of the trust estate (the "***estate***"); to grant and exercise options to buy or sell; to invest or reinvest in real or personal property of every kind, description and location; and to receive and retain any such property whether originally a part of any trust herein created or subsequently acquired, even if the Trustee is personally interested in such property, and without liability for any decline in the value thereof; all without limitation by any statutes or judicial decisions whenever enacted or announced, regulating investments or requiring diversification of investments, it being my intention to give the broadest investment powers and discretion to the Trustee. Any bank, trust company, or other corporate trustee serving hereunder as Trustee is authorized to invest in its own common trust funds.

2. Special Investments. The Trustee is expressly authorized (but not directed) to retain, make, hold, and dispose of investments not regarded as traditional for trusts, including interests or investments in privately held business and investment entities and enterprises, including without limitation stock in closely held corporations, limited partnership interests, joint venture interests, mutual funds, business trust interests, and limited liability company membership interests, notwithstanding (a) any applicable prudent investor rule or variation thereof, (b) common law or statutory diversification requirements (it being my intent that no such duty to diversify shall exist) (c) a lack of current cash flow therefrom, (d) the presence of any risk or speculative elements as compared to other available investments (it being my intent that the Trustee have sole and absolute discretion in determining what constitutes acceptable risk and what constitutes proper investment strategy), (e) lack of a reasonable rate of return, (f) risks to the preservation of principal, (g) violation of a Trustee's duty of impartiality as to different beneficiaries (it being my intent that no such duty exists for this purpose), and (h) similar limitations on investment under this Agreement or under law pertaining to investments that may or should be made by a Trustee (including without limitation the provisions of Fla.Stats. §518.11 and successor provisions thereto that would characterize such investmentsas forbidden, imprudent, improper or unlawful). The Trustee shall not be responsible to any trust created hereunder or the beneficiaries thereof for any loss resulting from any such authorized investment, including without limitation loss engendered by the higher risk element of that particular entity, investment, or enterprise, the failure to invest in more conservative investments, the failure to diversify trust assets, the prudent investor rule or variant thereof. Notwithstanding any provisions for distributions to beneficiaries hereunder, if the Trustee determines that the future potential investment return from any illiquid or closely held investment asset warrants the retention of that investment asset or that sufficient value could not be obtained from the sale or other disposition of an illiquid or closely held investment asset, the Trustee is authorized to retain that asset and if necessary reduce the distributions to beneficiaries due to lack of sufficient liquid or marketable assets. However, the preceding provisions of this Subparagraph shall not be exercised in a manner as to jeopardize the availability of the estate tax marital deduction for assets passing to or held in the a trust for my surviving spouse or that would otherwise qualify for the estate tax marital deduction but for such provisions, shall not override any express powers hereunder of my surviving spouse to demand conversion of unproductive property to productive property, or reduce any income distributions otherwise required hereunder for a trust held for the benefit of my surviving spouse or a "qualified subchapter S trust" as that term is defined in Code Section 1361(d)(3).

3. Distributions. To make any division or distribution pro rata or non-pro rata, in cash or in kind, and to allocate undivided interests in property and dissimilar property (without regard to its tax basis) to different shares.

4. Management. To manage, develop, improve, partition or change the character of an asset or interest in property at any time; and to make ordinary and extraordinary repairs, replacements, alterations and improvements, structural or otherwise.

5. Borrowing. To borrow money from anyone on commercially reasonable terms, including entities owned in whole or in part by the trust, a Trustee, beneficiaries and other persons who may have a direct or indirect interest in a Trust; and to mortgage, margin, encumber and pledge real and

personal property of a trust as security for the payment thereof, without incurring any personal liability thereon and to do so for a term within or extending beyond the terms of the trust and to renew, modify or extend existing borrowing on similar or different terms and with the same or different security without incurring any personal liability; and such borrowing from a Trustee may be with or without interest, and may be secured with a lien on trust assets.

6. Lending. To extend, modify or waive the terms of any obligation, bond or mortgage at any time forming a part of a trust and to foreclose any such mortgage; accept a conveyance of encumbered property, and take title to the property securing it by deed in lieu of foreclosure or otherwise and to satisfy or not satisfy the indebtedness securing said property; to protect or redeem any such property from forfeiture for nonpayment of taxes or other lien; generally, to exercise as to such bond, obligation or mortgage all powers that an absolute owner might exercise; and to loan funds to beneficiaries at commercially reasonable rates, terms and conditions.

7. Abandonment of Property. To abandon any property or asset when it is valueless or so encumbered or in such condition that it is of no benefit to a trust. To abstain from the payment of taxes, liens, rents, assessments, or repairs on such property and/or permit such property to be lost by tax sale, foreclosure or other proceeding or by conveyance for nominal or no consideration to anyone including a charity or by escheat to a state; all without personal liability incurred therefor.

8. Real Property Matters. To subdivide, develop or partition real estate; to purchase or sell real property and to enter into contracts to do the same; to dedicate the same to public use; to make or obtain the location of any plats; to adjust boundaries; to adjust differences in valuations on exchange or partition by giving or receiving consideration; and, to grant easements with or without consideration as the fiduciaries may determine; and to demolish any building, structures, walls and improvements, or to erect new buildings, structures, walls and improvements and to insure against fire and other risks; and to protect and conserve, or to lease, or to encumber, or otherwise to manage and dispose of real property to the extent such power is not otherwise granted herein or otherwise restricted herein.

9. Claims. To enforce, compromise, adjust, arbitrate, release or otherwise settle or pay any claims or demands by or against a trust.

10. Business Entities. To deal with any business entity or enterprise even if a Trustee is or may be a fiduciary of or own interests in said business entity or enterprise, whether operated in the form of a corporation, partnership, business trust, limited liability company, joint venture, sole proprietorship, or other form (all of which business entities and enterprises are referred to herein as "***Business Entities***"). I vest the Trustee with the following powers and authority in regard to Business Entities:

a. To retain and continue to operate a Business Entity for such period as the Trustee deems advisable;

b. To control, direct and manage the Business Entities. In this connection, the Trustee, in its sole discretion, shall determine the manner and extent of its active participation in the operation and may delegate all or any part of its power to supervise and operate to such person or persons as the Trustee may select, including any associate, partner, officer or employee of the Business Entity;

c. To hire and discharge officers and employees, fix their compensation and define their duties; and similarly to employ, compensate and discharge agents, attorneys, consultants, accountants, and such other representatives as the Trustee may deem appropriate; including the right to employ any beneficiary or fiduciary in any of the foregoing capacities;

d. To invest funds in the Business Entities, to pledge other assets of a trust as security for loans made to the Business Entities, and to lend funds from a trust to the Business Entities;

e. To organize one or more Business Entities under the laws of this or any other state or country and to transfer thereto all or any part of the Business Entities or other property of a trust, and to receive in exchange such stocks, bonds, partnership and member interests, and such other securities or interests as the Trustee may deem advisable;

f. To treat Business Entities as separate from a trust. In a Trustee's accounting to any beneficiary, the Trustee shall only be required to report the earnings and condition of the Business Entities in accordance with standard business accounting practice;

g. To retain in Business Entities such net earnings for working capital and other purposes of the Business Entities as the Trustee may deem advisable in conformity with sound business practice;

h. To sell or liquidate all or any part of the Business Entities at such time and price and upon such terms and conditions (including credit) as the Trustee may determine. My Trustee is specifically authorised and empowered to make such sale to any person, including any partner, officer, or employee of the Business Entities, a fiduciary, or to any beneficiary; and

i. To guaranty the obligations of the Business Entities, or pledge assets of a trust to secure such a guaranty.

11. Principal and Income. To allocate items of income or expense between income and principal as permitted or provided by the laws of the State of Florida but without limiting the availability of the estate tax marital deduction, provided that the Trustee shall not be required to provide a rate of return on unproductive property unless otherwise provided in this instrument.

12. Life Insurance. With respect to any life insurance policies constituting an asset of a trust, to pay premiums; to apply dividends in reduction of such premiums; to borrow against the cash values thereof; to convert such policies into other forms of insurance, including paid-up insurance; to

exercise any settlement options provided in any such policies; to receive the proceeds of any policy upon its maturity and to administer such proceeds as a part of the principal of the Trust; and in general, to exercise all other options, benefits, rights and privileges under such policies.

13. Continuing Power. To continue to have or exercise, after the termination of a trust, in whole or in part, and until final distribution thereof, all title, power, discretions, rights and duties conferred or imposed upon the Trustee by law or by this Agreement or during the existence of the trust.

14. Exoneration. To provide for the exoneration of the Trustee from any personal liability on account of any arrangement or contract entered into in a fiduciary capacity.

15. Agreements. To comply with, amend, modify or rescind any agreement made during my lifetime, including those regarding the disposition, management or continuation of any closely held unincorporated business, corporation, partnership or joint venture, and including the power to complete contracts to purchase and sell real estate.

16. Voting. To vote and give proxies, with power of substitution to vote, stocks, bonds and other securities, or not to vote a security.

17. Combination of Shares. To hold the several shares of a trust or several Trusts as a common fund, dividing the income proportionately among them, to assign undivided interests to the several shares or Trusts, and to make joint investments of the funds belonging to them. For such purposes and insofar as may be practicable, the Trustee, to the extent that division of the trust estate is directed hereby, may administer the trust estate physically undivided until actual division thereof becomes necessary to make distributions. The Trustee may hold, manage, invest and account for whole or fractional trust shares as a single estate, making the division thereof by appropriate entries in the books of account only, and may allocate to each whole or fractional trust share its proportionate part of all receipts and expenses; provided, however, this carrying of several Trusts as a single estate shall not defer the vesting in possession of any whole or fractional share of a trust for the beneficiaries thereof at the times specified herein.

18. Reimbursement. To reimburse itself from a trust for reasonable expenses incurred in the administration thereof.

19. Reliance Upon Communication. To rely, in acting under a trust, upon any letter, notice, certificate, report, statement, document or other paper, or upon any telephone, telegraph, cable, wireless or radio message, if believed by the Trustee to be genuine, and to be signed, sealed, acknowledged, presented, sent, delivered or given by or on behalf of the proper person, firm or corporation, without incurring liability for any action or inaction based thereon.

20. Assumptions. To assume, in the absence of written notice to the contrary from the person or persons concerned, that a fact or an event, by reason of which an interest or estate under

a trust shall commence or terminate, does not exist or has not occurred, without incurring liability for any action or inaction based upon such assumption.

21. Service as Custodian. To serve as successor custodian for any beneficiary of any gifts that I may have made under any Transfer to Minors Act, if at the time of my death no custodian is named in the instrument creating the gift.

22. Removal of Assets. The Trustee may remove from the domiciliary state during the entire duration of a trust or for such lesser period as it may deem advisable, any cash, securities or other property at any time in its hands whether principal or not, and to take and keep the same outside the domiciliary state and at such place or places within or outside the borders of the United States as it may determine, without in any event being chargeable for any loss or depreciation to the trust which may result therefrom.

23. Change of Situs. The situs and/or applicable law of any trust created hereunder may be transferred to such other place as the Trustee may deem to be for the best interests of the trust estate. In so doing, the Trustee may resign and appoint a successor Trustee, but may remove such successor Trustee so appointed and appoint others. Each successor Trustee may delegate any and all fiduciary powers, discretionary and ministerial, to the appointing Trustee as its agent.

24. Fiduciary Outside Domiciliary State. In the event the Trustee shall not be able and willing to act as Trustee with respect to any property located outside the domiciliary state, the Trustee, without order of court, may appoint another individual or corporation (including any employee or agent of any appointing Trustee) to act as Trustee with respect to such property. Such appointed Trustee shall have all of the powers and discretions with respect to such property as are herein given to the appointing Trustee with respect to the remaining trust assets. The appointing Trustee may remove such appointed Trustee and appoint another upon ten (10) days notice in writing. All income from such property, and if such property is sold, exchanged or otherwise disposed of, the proceeds thereof, shall be remitted to the appointing Trustee, to be held and administered by it as Trustee hereunder. Such appointed Trustee may employ the appointing Trustee as agent in the administration of such property. No surety shall be required on the bond of the Trustee or agent acting under the provisions of this paragraph. No periodic court accounting shall be required of such appointed Trustee, it being my intention to excuse any statutory accounting which may ordinarily be required.

25. Selection of Assets for Marital Trust. The Trustee shall have sole discretion to determine which assets shall be allocated to the Marital Trust; provided, if possible no assets or the proceeds of any assets which do not qualify for the federal estate tax marital deduction shall be allocated to the Marital Trust. To the extent that other assets qualifying for the marital deduction are available, the Trustee shall not allocate to the Marital Trust any assets with respect to which a credit for foreign taxes paid is allowable under the Code, nor any policy of insurance on the life of my spouse. Any allocation of assets among the Family Trust and the Marital Trust shall, with respect to each such trust, be comprised of assets having an aggregate market value at the time of such allocation fairly representative of the net appreciation or depreciation in the value of the property available for such

allocation between the date of valuation for federal estate tax purposes and the date or dates of said allocation and selection.

26. Additions. To receive and accept additions to the Trusts in cash or in kind from donors, executors, administrators, Trustee or attorneys in fact, including additions of my property by the Trustee or others as my attorneys in fact.

27. Title and Possession. To have title to and possession of all real or personal property held in the Trusts, and to register or hold title to such property in its own name or in the name of its nominee, without disclosing its fiduciary capacity, or in bearer form.

28. Dealing with Estates. To use principal of the Trusts to make loans to my estate, with or without interest, and to make purchases from my estate or my spouse's estate.

29. Agents. To employ persons, including attorneys, auditors, investment advisers, and agents, even if they are the Trustee or associated with the Trustee, to advise or assist the Trustee in the performance of its administrative duties and to pay compensation and costs incurred in connection with such employment from the assets of the Trust; to act without independent investigation upon their recommendations; and, instead of acting personally, to employ one or more agents to perform any act of administration, whether or not discretionary.

30. Tax Elections. To file tax returns, and to exercise all tax-related elections and options at its discretion, without compensating adjustments or reimbursements between any of the Trusts or any of the trust accounts or any beneficiaries.

B. Resignation. A Trustee may resign with or without cause, by giving no less than 30 days advance written notice, specifying the effective date of such resignation, to its successor Trustee and to the persons required and in the manner provided under Fla.Stats. §§736.0705(1)(a) and 736.0109. As to any required recipient, deficiencies in fulfilling the foregoing resignation requirements may be waived in a writing signed by such recipient. Upon the resignation of a Trustee, such Trustee shall be entitled to reimbursement from the trust for all reasonable expenses incurred in the settlement of accounts and in the transfer of assets to his or her successor.

C. Appointment of Successor Trustee.

1. Appointment. Upon a Trustee's resignation, or if a Trustee becomes Disabled or for any reason ceases to serve as Trustee, I may appoint any person or persons as successor Trustee, and in default of such appointment by me, SIMON and TED, one at a time and successively in that order, shall serve as successor Trustee. Notwithstanding the foregoing, if a named Trustee is not a U.S. citizen or resident at the time of commencement of his term as Trustee, such Trustee should give due consideration to declining to serve to avoid potential adverse U.S. income tax consequences by reason of the characterization of a trust hereunder as a foreign trust under the Code, but shall not be construed to have any duty to so decline if such Trustee desires to serve.

2. Specific Trusts. Notwithstanding the preceding provisions of this Subparagraph IV.C, subsequent to my death I specifically appoint the following person or persons as Trustee of the following Trusts under the following described circumstances:

a. Trustee of the Marital Trust. SIMON and TED, one at a time and successively in that order, shall serve as Trustee of the Marital Trust. While serving as Trustee, my spouse may designate a co-Trustee to serve with my spouse and my spouse may remove and/or replace such co-Trustee from time to time.

b. Trustee of the Family Trust. SIMON and TED, one at a time and successively in that order, shall serve as Trustee of the Family Trust. While serving as Trustee, my spouse may designate a co-Trustee that is not a Related or Subordinate Party to serve with my spouse and my spouse may remove and/or replace such co-Trustee with another that is not a Related or Subordinate Party from time to time.

c. Trustee of Separate Trusts for My Children. Each child of mine shall serve as sole Trustee of his or her separate trust. While serving alone as Trustee, a child of mine may designate a co-Trustee that is not a Related or Subordinate Party to serve with such child and such child may remove and/or replace such co-Trustee with another that is not a Related or Subordinate Party from time to time.

d. Trustee of Separate Trusts for My Lineal Descendants Other Than My Children. In regard to a separate trust held for a lineal descendant of mine other than a child of mine which lineal descendant is the sole current mandatory or discretionary income beneficiary, each such lineal descendant shall serve as co-Trustee, or sole Trustee if the preceding described Trustees cease or are unable to serve or to continue to serve, of his or her separate trust upon reaching age twenty-five (25) years.

e. Trustee of Separate Trust for MATTHEW LOGAN. In regard to a separate trust held MATTHEW LOGAN, his mother, DEBORAH BERNSTEIN ("***DEBORAH***"), shall serve as Trustee until MATTHEW attains age 25 years, at which time he shall serve as a co-Trustee with DEBORAH of such separate trust.

3. Successor Trustees Not Provided For. Whenever a successor Trustee or co-Trustee is required and no successor or other functioning mechanism for succession is provided for under the terms of this Trust Agreement, the last serving Trustee or the last person or entity designated to serve as Trustee of the applicable trust may appoint his or her successor, and if none is so appointed, the following persons shall appoint a successor Trustee (who may be one of the persons making the appointment):

a. The remaining Trustees, if any; otherwise,

b. A majority of the permissible current mandatory or discretionary income beneficiaries, including the natural or legal guardians of any beneficiaries who are Disabled.

A successor Trustee appointed under this subparagraph shall not be a Related or Subordinate Party of the trust. The appointment will be by a written document executed by such person in the presence of two witnesses and acknowledged before a notary public delivered to the appointed Trustee and to me if I am living and not Disabled or in a valid last Will. Notwithstanding the foregoing, a designation under this Subparagraph of a successor trustee to a corporate or entity trustee shall be limited to a corporate or entity trustee authorized to serve as such under Florida law with assets under trust management of no less than one billion dollars.

4. Power to Remove Trustee. Subsequent to my death, the age 25 or older permissible current mandatory or discretionary income beneficiaries from time to time of any trust established hereunder shall have the power to unanimously remove a Trustee of such trust at any time with or without cause, with the successor Trustee to be determined in accordance with the foregoing provisions.

D. Method of Appointment of Trustee. Any such appointment of a successor Trustee by a person shall be made in a written instrument executed by such person in the presence of two witnesses and acknowledged before a notary public which is delivered to such appointed Trustee during the lifetime of the person making such appointment, or any such appointment of a successor Trustee by a person may be made under the last Will of such person.

E. Limitations on Removal and Replacement Power. Any power to remove and/or replace a trustee hereunder that is granted to an individual (including such power when reserved to me) is personal to that individual and may not be exercised by a guardian, power of attorney holder, or other legal representative or agent.

F. Successor Fiduciaries. No Trustee is responsible for, nor has any duty to inquire into, the administration, acts or omissions of any executor, administrator, Personal Representative, or trustee or attorney-in-fact adding property to these Trusts, or of any predecessor Trustee. Each successor Trustee has all the powers, privileges, immunities, rights and title (without the execution of any instrument of transfer or any other act by any retiring Trustee) and all the duties of all predecessors.

G. Liability and Indemnification of Trustee.

1. Liability in General. No individual Trustee (that is, a Trustee that is not a corporation or other entity) shall be liable for any of his or her actions or failures to act as Trustee, even if the individual Trustee is found by a court to have been negligent or in breach of fiduciary duty, except for liability caused by his or her actions or failures to act done in bad faith or with reckless indifference to the purposes of the trust or the interests of the beneficiaries. Each Trustee that is a corporation or other entity will be liable for its actions or failures to act that are negligent or that breach its fiduciary duty, without contribution by any individual Trustee.

2. Indemnification of Trustee. Except in regard to liabilities imposed on a Trustee under Subparagraph IV.G.1, each Trustee shall be held harmless and indemnified from the assets of the trust for any liability, damages, attorney's fees, expenses, and costs incurred as a result of its service as Trustee. A Trustee who ceases to serve for any reason will be entitled to receive reasonable security from the assets of the trust to protect it from liability, and may enforce these provisions for indemnification against the current Trustee or against any assets held in the trust, or if the former Trustee is an individual and not a corporation or other entity, against any beneficiary to the extent of distributions received by that beneficiary. This indemnification right extends to the estate, personal representatives, legal successors and assigns of a Trustee.

3. Indemnification of Trustee - Additional Provisions. I recognize that if a beneficiary accuses a Trustee of wrongdoing or breach of fiduciary duty, the Trustee may have a conflict of interest that ordinarily would prevent it from paying legal fees and costs from the trust estate to defend itself. I do not want to put a financial burden on any individual named to serve as a Trustee. Just as important, I do not want an individual who has been selected to serve as a Trustee to be reluctant to accept the position, or while serving to be intimidated in the performance of the Trustee's duties because of the threats of lawsuits that might force the Trustee to pay fees and costs from the Trustee's personal resources. For this reason, I deliberately and intentionally waive any such conflict of interest with respect to any individual serving as Trustee so that he or she can hire counsel to defend himself or herself against allegations of wrongdoing or if sued for any reason (whether by a beneficiary or by someone else) and pay all fees and costs for his or her defense from the trust estate until the dispute is resolved. I understand and agree that a court may award, disallow or allocate fees and costs in whole or in part after the dispute is resolved, as provided by law. The Trustee will account for all such fees and costs paid by it as provided by law. This provision shall not apply to any Trustee that is a corporation or other entity.

H. Compensation, Bond. Each Trustee is entitled to be paid reasonable compensation for services rendered in the administration of the trust. Reasonable compensation for a non-individual Trustee will be its published fee schedule in effect when its services are rendered unless otherwise agreed in writing, and except as follows. Any fees paid to a non-individual Trustee for making principal distributions, for termination of the trust, and upon termination of its services must be based solely on the value of its services rendered, not on the value of the trust principal. During my lifetime the Trustee's fees are to be charged wholly against income (to the extent sufficient), unless directed otherwise by me in writing. Each Trustee shall serve without bond.

I. Maintenance of Records. The Trustee shall maintain accurate accounts and records. It shall render annual statements of the receipts and disbursements of income and principal of a trust upon the written request of any adult vested beneficiary of such trust or the guardian of the person of any vested beneficiary and the approval of such beneficiary shall be binding upon all persons then or thereafter interested in such trust as to the matters and transactions shown on such statement. The Trustee may at any time apply for a judicial settlement of any account. No Trustee shall be required to file any statutory or other periodic accountings of the administration of a trust.

J. **Interested Trustee**. The Trustee may act under this Agreement even if interested in these Trusts in an individual capacity, as a fiduciary of another trust or estate (including my estate) or in any other capacity. The Trustee may in good faith enter into a sale, encumbrance, or other transaction involving the investment or management of trust property for the Trustee's own personal account or which is otherwise affected by a conflict between the Trustee's fiduciary and personal interests, without liability and without being voidable by a beneficiary. The Trustee is specifically authorized to make loans to, to receive loans from, or to sell, purchase or exchange assets in a transaction with (i) the Trustee's spouse, (ii) the Trustee's children or grandchildren, siblings, parents, or spouses of such persons, (iii) an officer, director, employee, agent, or attorney of the Trustee, or (iv) a corporation, partnership, limited liability company, or other business entity in which the Trustee has a financial interest, provided that in any transaction the trusts hereunder receive fair and adequate consideration in money or money's worth. The Trustee may renounce any interest or expectancy of a trust in, or an opportunity to participate in, specified business opportunities or specified classes or categories of business opportunities that are presented to the Trustee. Such renunciation shall not prohibit the Trustee from participating in the Trustee's individual capacity in such opportunity or expectancy.

K. **Third Parties**. No one dealing with the Trustee need inquire into its authority or its application of property.

L. **Merger of Trusts**. If the Trustee is also trustee of a trust established by myself or another person by will or trust agreement, the beneficiaries to whom income and principal may then be paid and then operative terms of which are substantially the same as those of a trust held under this Agreement, the Trustee in its discretion may merge either such trust into the other trust. The Trustee, in exercising its discretion, shall consider economy of administration, convenience to the beneficiaries, tax consequences and any other factor it considers important. If it is later necessary to reestablish the merged trust as separate trusts, it shall be divided proportionately to the value of each trust at the time of merger.

M. **Multiple Trustees**. If two Trustees are serving at any time, any power or discretion of the Trustees may be exercised only by their joint agreement. Either Trustee may delegate to the other Trustee the authority to act on behalf of both Trustees and to exercise any power held by the Trustees. If more than two Trustees are serving at any time, and unless unanimous agreement is specifically required by the terms of this Trust Agreement, any power or discretion of the Trustees may be exercised only by a majority. The Trustees may delegate to any one or more of themselves the authority to act on behalf of all the Trustees and to exercise any power held by the Trustees. Trustees who consent to the delegation of authority to other Trustees will be liable for the consequences of the actions of those other Trustees as if the consenting Trustees had joined the other Trustees in performing those actions. A dissenting Trustee who did not consent to the delegation of authority to another Trustee and who has not joined in the exercise of a power or discretion cannot be held liable for the consequences of the exercise. A dissenting Trustee who joins only at the direction of the majority will not be liable for the consequences of the exercise if the dissent is expressed in writing delivered to any of the other Trustees before the exercise of that power or discretion.

ARTICLE V: ADDITIONAL TAX AND RELATED MATTERS

A. **GST Trusts.**

1. **Family Trust.** I direct (a) that the Trustee shall divide any trust other than the Marital Trust to which there is allocated any GST exemption into two separate Trusts (each subject to the provisions of this Trust Agreement relating to the trust that is being divided) so that the generation-skipping tax inclusion ratio of one such trust is zero.

2. **Marital Trust.** I direct that, if possible, (a) the Trustee shall divide the Marital Trust into two separate Marital Trusts (each subject to the provisions hereof concerning the Marital Trust) so that through allocation of my GST exemption remaining unallocated at my death and not otherwise allocated to transfers occurring at or by reason of my death (including allocations to the Family Trust), if any, the generation-skipping tax inclusion ratio of one such Marital Trust is zero (the GST Marital Trust), (b) my Personal Representative to exercise the election provided by Code Section 2652(a)(3) as to the GST Marital Trust, and (c) that upon the death of my spouse the total amount recoverable by my spouse's estate from the property of the Marital Trusts under Code Section 2207A shall first be recoverable in full from the non-GST Marital Trust to the extent thereof.

3. **Misc.** I direct that (a) upon the death of the survivor of me and my spouse, any property then directed to be paid or distributed which constitutes a direct skip shall be paid first from property then exempt from generation-skipping taxation (by reason of the allocation of any GST exemption) to the extent thereof, (b) property exempt from generation-skipping taxation (by reason of the allocation of any GST exemption) and not directed to be paid or distributed in a manner which constitutes a direct skip shall be divided and distributed as otherwise provided herein and held for the same persons designated in Trusts separate from any property then also so divided which is not exempt from generation-skipping taxation, and (c) if upon the death of a beneficiary a taxable termination would otherwise occur with respect to any property held in trust for him or her with an inclusion ratio greater than zero, such beneficiary shall have with respect only to such property a power to appoint such fractional share thereof which if included in such beneficiary's gross estate for federal estate tax purposes (without allowing any deduction with respect to such share) would not be taxed at the highest federal estate tax rate and such fractional share of such property shall be distributed to such persons including only such beneficiary's estate, spouse, and lineal descendants, in such estates, interests, and proportions as such beneficiary may, by a will specifically referring to this general power appoint, and any part of a trust such beneficiary does not effectively appoint shall be treated as otherwise provided for disposition upon his or her death, provided, if upon his or her death two or more Trusts for his or her benefit are directed to be divided among and held or distributed for the same persons and the generation-skipping tax inclusion ratio of any such trust is zero, the amount of any other such trust to which there is allocated any of such beneficiary's GST exemption shall be added to the Trusts with generation-skipping tax inclusion ratios of zero in equal shares. I request (but do not require) that if two or more Trusts are held hereunder for any person, no principal be paid to such person from the Trusts with the lower inclusion ratios for generation-skipping tax purposes unless the trust with the highest inclusion ratio has been exhausted by use, consumption, distribution, or otherwise or is not reasonably available.

Notwithstanding any other provision of this Trust Agreement, for purposes of funding any pecuniary payment or trust division to which there is allocated any GST exemption, such payment or trust division allocation shall be satisfied with cash or property which fairly represents appreciation and depreciation (occurring between the valuation date and the date of distribution) in all of the assets from which such distribution or allocation could be made, and any pecuniary payment made before a residual transfer of property to which any GST exemption is allocated shall be satisfied with cash or property which fairly represents appreciation and depreciation (occurring between the valuation date and the date of distribution) in all of the assets from which such pecuniary payment could be satisfied and shall be allocated a pro rata share of income earned by all such assets between the valuation date and the date of payment. In regard to the division or severance of a trust hereunder, including the Marital Trust, such division or severance shall be made in a manner that all resulting trusts are recognized for purposes of Chapter 13 of the Code, including without limitation complying with the requirements of Treas.Regs. §26.2654-1(b). Except as otherwise expressly provided herein, the valuation date with respect to any property shall be the date as of which its value is determined for federal estate tax purposes with respect to the transferor thereof, and subject to the foregoing, property distributed in kind in satisfaction of any pecuniary payment shall be selected on the basis of the value of such property on the valuation date. All terms used in this Article which are defined or explained in Chapter 13 of the Code or the regulations thereunder shall have the same meaning when used herein. The Trustee is authorized and directed to comply with the provisions of the Treasury Regulations interpreting the generation skipping tax provisions of the Code in severing or combining any trust, creating or combining separate trust shares, allocating GST exemption, or otherwise, as necessary to best accomplish the foregoing allocations, inclusion ratios, combinations, and divisions, including, without limitation, the payment of "appropriate interest" as determined by the Trustee as that term is applied and used in said Regulations.

B. **Individual Retirement Accounts**. In the event that this trust or any trust created under this Agreement is the beneficiary of an Individual retirement account established and maintained under Code Section 408 or a qualified pension, profit sharing or stock bonus plan established and maintained under Code Section 401 (referred to in this paragraph as "IRA"), the following provisions shall apply to such trust:

1. I intend that the beneficiaries of such trust shall be beneficiaries within the meaning of Code Section 401(a)(9) and the Treasury Regulations thereunder. All provisions of such trust shall be construed consistent with such intent. Accordingly, the following provisions shall apply to such trust:

a. No benefits from any IRA may be used or applied for the payment of any debts, taxes or other claims against my estate as set forth in the later paragraph captioned "Taxes", unless other assets of this trust are not available for such payment.

b. In the event that a beneficiary of any trust created under this Agreement has a testamentary general power of appointment or a limited power of appointment over all or any portion of any trust established under this Agreement, and if such trust is the beneficiary of any benefits from any IRA, the beneficiary shall not appoint any part of such trust to a charitable organization or to

a lineal descendant of mine (or a spouse of a lineal descendant of mine) who is older than the beneficiary whose life expectancy is being used to calculate distributions from such IRA.

2. The Trustee shall deliver a copy of this Agreement to the custodian of any IRA of which this trust or any trust created under this Agreement is the named beneficiary within the time period prescribed Code Section 401(a)(9) and the Treasury Regulations thereunder, along with such additional items required thereunder. If the custodian of the IRA changes after a copy of this Agreement has been provided pursuant to the preceding sentence, the Trustee shall immediately provide a copy of this Agreement to the new custodian. The Trustee shall request each custodian to complete a receipt of the Agreement and shall attach such receipt to this Agreement. The Trustee shall provide a copy of each amendment of this Agreement to the custodian and shall obtain a receipt of such amendment.

C. **Gift Transfers Made From Trust During My Lifetime**. I direct that all gift transfers made from the trust during my lifetime be treated for all purposes as if the gift property had been first withdrawn by (or distributed to) me and then transferred by me to the donees involved. Thus, in each instance, even where title to the gift property is transferred directly from the name of the trust (or its nominee) into the name of the donee, such transfer shall be treated for all purposes as first a withdrawal by (or distribution of the property to) me followed by a gift transfer of the property to the donee by me as donor, the Trustee making the actual transfer in my behalf acting as my attorney in fact, this paragraph being, to that extent, a power of attorney from me to the Trustee to make such transfer, which power of attorney shall not be affected by my Disability, incompetence, or incapacity.

D. **Death Costs**. If upon my death the Trustee hold any United States bonds which may be redeemed at par in payment of federal estate tax, the Trustee shall pay the federal estate tax due because of my death up to the amount of the par value of such bonds and interest accrued thereon at the time of payment. The Trustee shall also pay from the trust all of my following death costs, but if there is an acting executor, administrator or Personal Representative of my estate my Trustee shall pay only such amounts of such costs as such executor, administrator or Personal Representative directs:

1. my debts which are allowed as claims against my estate,

2. my funeral expenses without regard to legal limitations,

3. the expenses of administering my estate,

4. the balance of the estate, inheritance and other death taxes (excluding generation-skipping transfer taxes unless arising from direct skips), and interest and penalties thereon, due because of my death with respect to all property whether or not passing under my Will or this Agreement (other than property over which I have a power of appointment granted to me by another person, and qualified terminable interest property which is not held in a trust that was subject to an election under Code Section 2652(a)(3) at or about the time of its funding) and life insurance proceeds on policies insuring my life which proceeds are not held under this trust or my probate estate at or by reason of my death), and

5. any gifts made in my Will or any Codicil thereto.

The Trustee may make any such payment either to my executor, administrator or Personal Representative or directly to the proper party. The Trustee shall not be reimbursed for any such payment, and is not responsible for the correctness or application of the amounts so paid at the direction of my executor, administrator, or Personal Representative. The Trustee shall not pay any of such death costs with any asset which would not otherwise be included in my gross estate for federal or state estate or inheritance tax purposes, or with any asset which otherwise cannot be so used, such as property received under a limited power of appointment which prohibits such use. Further, no payment of any such death costs shall be charged against or paid from the property disposed of pursuant to the prior paragraphs captioned "Disposition of Tangible Personal Property", "Specific Cash Devise" nor from the Marital Trust.

E. **Marital Trust**. I intend the maximum obtainable reduction of federal estate tax due by reason of my death by use of the federal estate tax marital deduction, and qualification of all property of the Marital Trust for the marital deduction. This Agreement shall be construed and all powers shall be exercised consistent with such intent. For example, the Trustee shall not allocate any receipt to principal or any disbursement to income if such allocation understates the net income of the Marital Trust under Florida law; and upon the written demand of my spouse, the Trustee shall convert unproductive or underproductive property of said trust into productive property within a reasonable time notwithstanding any other provision hereunder. The foregoing not withstanding, if my spouse survives me but dies within six months after my death, the Marital Trust provided in Subparagraph II.B will be reduced to that amount, if any, required to obtain for my estate an estate tax marital deduction resulting in the lowest combined estate taxes in my estate and my spouse's estate, on the assumption that my spouse died after me on the date of my death, that my spouse's estate is valued on the same date and in the same manner as my estate is valued for federal estate tax purposes, and that elections in my spouse's estate were made that would be consistent with minimizing taxes. The purpose of this provision is to equalize, insofar as possible, our estates for federal estate tax purposes, based on the above assumptions.

F. **Subchapter S Stock**. Regardless of anything herein to the contrary, in the event that after my death the principal of a trust includes stock in a corporation for which there is a valid election to be treated under the provisions of Subchapter S of the Code, the income beneficiary of such a trust is a U.S. citizen or U.S. resident for federal income tax purposes, and such trust is not an "electing small business trust" under Code Section 1361(e)(1) in regard to that corporation, the Trustee shall (a) hold such stock as a substantially separate and independent share of such trust within the meaning of Code Section 663(c), which share shall otherwise be subject to all of the terms of this Agreement, (b) distribute all of the income of such share to the one income beneficiary thereof in annual or more frequent installments, (c) upon such beneficiary's death, pay all accrued or undistributed income of such share to the beneficiary's estate, (d) distribute principal from such share during the lifetime of the income beneficiary only to such beneficiary, notwithstanding any powers of appointment granted to any person including the income beneficiary, and (e) otherwise administer such share in a manner that qualifies it as a "qualified Subchapter S trust" as that term is defined in Code Section 1361(d)(3), and shall otherwise

manage and administer such share as provided under this Agreement to the extent not inconsistent with the foregoing provisions of this paragraph.

G. **Residence as Homestead**. Regardless of anything herein to the contrary, while any residential real property located in Florida is owned by a trust, I, or my spouse if I am not then living and such trust is the Marital Trust, shall have the right to use, possess and occupy such residence as a personal residence so that such right shall constitute a possessory right in such real property within the meaning of Florida Statute Section 196.041.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Trust Agreement on the date first above written.

SETTLOR and TRUSTEE:

SHIRLEY BERNSTEIN

This instrument was signed by SHIRLEY BERNSTEIN in our presence, and at the request of and in the presence of SHIRLEY BERNSTEIN and each other, we subscribe our names as witnesses on this 20 day of May, 2008:

Print Name: ROBERT L. SPALLINA
Address: 7387 WISTERIA AVENUE
PARKLAND, FL 33076

Print Name: TRACI KRATISH
Address: 16068 GLENCREST AVENUE
DELRAY BEACH, FL 33446

STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20 day of May, 2008, by SHIRLEY BERNSTEIN.

NOTARY PUBLIC-STATE OF FLORIDA
Kimberly Moran
Commission #DD766470
Expires: APR. 28, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

[Seal with Commission Expiration Date]

Kimberly Moran
Signature - Notary Public-State of Florida

Print, type or stamp name of Notary Public

Personally Known ✓ or Produced Identification _____
Type of Identification Produced _____

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ATTACHMENT

The following property has been delivered in trust under this Agreement:

One Dollar ($1.00) Cash

During my life, the Trustee has no duty to maintain, invest, review, insure, account for, or any other responsibility with respect to trust property other than income producing property, or any duty to pay premiums on life insurance payable to the trust, and shall receive no fee for its services as Trustee based on any trust property other than income producing property.

SHIRLEY BERNSTEIN, Settlor and Trustee

FIRST AMENDMENT TO
SHIRLEY BERNSTEIN TRUST AGREEMENT

This First Amendment is dated this 18 day of Nov, 2008, and is between SHIRLEY BERNSTEIN of Palm Beach County, Florida referred to in the first person, as settlor, and SHIRLEY BERNSTEIN of Palm Beach County, Florida as trustee (referred to as the "***Trustee***," which term more particularly refers to all individuals and entities serving as trustee of a trust created hereunder during the time of such service, whether alone or as co-trustees, and whether originally serving or as a successor trustee).

WHEREAS, on May 20, 2008, I created and funded the SHIRLEY BERNSTEIN TRUST AGREEMENT (the "***Trust Agreement,***" which reference includes any subsequent amendments of said trust agreement);

WHEREAS, Paragraph A. of Article I. of said Trust Agreement provides, inter alia, that during my lifetime I shall have the right at any time and from time to time by an instrument, in writing, delivered to the Trustee to amend or revoke the said Trust Agreement, in whole or in part.

NOW THEREFORE, by executing this instrument, I hereby amend the Trust Agreement as follows:

1. I hereby delete Paragraph B. of Article II. in its entirety.

2. I hereby amend the last sentence of Paragraph E. of Article III. to read as follows:

"Notwithstanding the foregoing, as my spouse and I have adequately provided for them during our lifetimes, for purposes of the dispositions made under this Trust, my children, TED S. BERNSTEIN ("***TED***") and PAMELA B. SIMON ("***PAM***"), shall be deemed to have predeceased the survivor of my spouse and me, provided, however, if my children, ELIOT BERNSTEIN, JILL IANTONI and LISA S. FRIEDSTEIN, and their respective lineal descendants all predecease the survivor of my spouse and me, then TED and PAM shall not be deemed to have predeceased the survivor of my spouse and me and shall become eligible beneficiaries for purposes of the dispositions made hereunder."

3. I hereby ratify and reaffirm the Trust Agreement as amended by this First Amendment.

==========

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the date first above written.

SETTLOR and TRUSTEE:

SHIRLEY BERNSTEIN

This instrument was signed by SHIRLEY BERNSTEIN in our presence, and at the request of and in the presence of SHIRLEY BERNSTEIN and each other, we subscribe our names as witnesses on this 15 day of November, 2008:

Print Name: ROBERT L. SPALLINA
Address: 7387 WISTERIA AVENUE
PARKLAND, FL 33076

Print Name: Rachel Walker
Address: 100 Plaza Real South
apt. 308
Boca Raton, FL 33432

STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 15 day of November, 2008, by SHIRLEY BERNSTEIN.

NOTARY PUBLIC-STATE OF FLORIDA
Kimberly Moran
Commission #DD766470
Expires: APR. 28, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

[Seal with Commission Expiration Date]

Kimberly Moran
Signature - Notary Public-State of Florida

Print, type or stamp name of Notary Public

Personally Known ✓ or Produced Identification _____
Type of Identification Produced _____

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LIMITED LIABILITY COMPANY

OPERATING AGREEMENT

of

BERNSTEIN FAMILY REALTY, LLC

a Florida limited liability company

OPERATING AGREEMENT OF

BERNSTEIN FAMILY REALTY, LLC

This Limited Liability Company Agreement (the "Agreement") is made and entered into as of the ____ day of June, 2008, by and among BERNSTEIN FAMILY REALTY, LLC, a Florida limited liability company (the "Company"); STANFORD TRUST COMPANY, Trustee of the DANIEL BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006, STANFORD TRUST COMPANY, Trustee of the JAKE BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006, and STANFORD TRUST COMPANY, Trustee of the JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006, and any subsequent transferee as the Members ("Members"). The Members are herein sometimes referred to individually as a "Member" and collectively as "Members.

WITNESSETH:

WHEREAS, Articles of Organization for ***BERNSTEIN FAMILY REALTY, LLC*** (the "Company") were filed with the Florida Department of State on June 2, 2008.

WHEREAS, the Members desire to reduce their agreements to writing, to set forth the rights and obligations of the Members and the Manager.

NOW, THEREFORE, the Members and the Company hereby agree as follows:

ARTICLE I

DEFINITIONS

The following terms used in this Agreement shall have the following meanings:

(a) "***Act***" shall mean the Florida Limited Liability Company Act at F.S § 608.401, *et seq* and all amendments to the Act.

(b) "***Articles of Organization***" shall mean the Articles of Organization of ***BERNSTEIN FAMILY REALTY, LLC,*** as filed with the Department of State of Florida on June 2, 2008, and as may be amended from time to time.

(c) ***"Capital Contribution"*** shall mean any contribution to the capital of the Company in cash or the fair market value of property by a Member whenever made, net of any liabilities secured by such contributed property.

(d) "***Capital Account***" as of any given date shall mean the Capital Contribution to the Company by a Member as adjusted up to such date pursuant to Article VIII.

(e) "***Code***" shall mean the Internal Revenue Code of 1986 or corresponding provisions of subsequent superseding federal revenue laws.

(f) "***Company***" shall refer to ***BERNSTEIN FAMILY REALTY, LLC***, a limited liability company formed under the laws of the State of Florida.

(g) "***Distributable Cash***" shall mean all cash, revenues and funds received by the Company from Company operations, less the sum of the following to the extent paid or set aside by the Company: (i) all principal and interest payments on indebtedness of the Company and all other sums paid to lenders; (ii) all cash expenditures incurred in the normal operation of the Company's business; and (iii) such Reserves as the Managers deem reasonably necessary for the proper operation of the Company's business.

(h) "***Entity***" shall mean any general partnership, limited liability partnership, limited partnership, limited liability limited partnerships, limited liability company, corporation, joint venture, trust, business trust, cooperative, association, foreign trust or foreign business organization.

(i) "***Gifting Member***" shall mean any Member who gifts, bequeaths or otherwise transfers for no consideration (by operation of law or otherwise, except with respect to bankruptcy) all or any part of its Membership Interest.

(j) "***Initial Capital Contribution***" shall mean the initial contribution to the capital of the Company pursuant to this Agreement.

(k) ***"Interest"*** shall mean "Percentage Interest" unless otherwise specifically agreed or in the case of special allocations.

(l) "***Majority Interest***" shall mean the Interests of Members, which in the aggregate exceed 50% of all Interests.

(m) "***Manager***" shall mean one or more managers designated as such pursuant to this Agreement or by subsequent vote of the Members. References to the Manager in the singular or as him, her, it, itself, or other like references shall also, where the context so requires, be deemed to include the plural or the masculine or feminine reference, as the case may be. Any Person may be named a Manager pursuant to this Agreement

(n) "***Member***" shall mean each of the parties who executes a counterpart of this Agreement as a Member and each of the parties who may hereafter become Members. To the extent a Manager has purchased a Membership Interest in the Company, he will have all the rights of a Member with respect to such Membership Interest, and the term "Member" as used herein shall include a Manager to the extent he has purchased such Membership Interest in the Company. If a Person is a Member immediately prior to the purchase or other acquisition by such Person of an Transferee Interest, such Person shall have all the rights of a Member with respect to such purchased or otherwise acquired Membership Interest or Transferee Interest, as the case may be.

(o) "***Membership Interest***" shall mean a Member's entire interest in the Company including such Member's Transferee Interest and, the right to participate in the management of the business and affairs of the Company, including the right to vote on, consent to, or otherwise participate in any decision or action of or by the Members granted pursuant to this Agreement and the Act.

(p) "***Net Income***" and "***Net Losses***" shall mean the income, gain, loss, deductions and credits of the Company in the aggregate or separately stated, as appropriate, determined in accordance with sound accounting principles employed under the cash method of accounting at the close of each fiscal year on the Company's tax return filed for federal income tax purposes.

(q) ***"Operating Agreement" (or "Agreement")*** shall mean this Operating Agreement of ***BERNSTEIN FAMILY REALTY, LLC,*** as originally executed and as amended from time to time.

(r) "***Percentage Interest***" shall mean, for any Member, the percentage interest that the Capital Account of the Member bears to the total Capital Accounts of all of the Members of the Company, as set forth at Section 9.1 herein, and Exhibit A, as may be changed from time to time by the unanimous vote of the Members.

(s) "***Person***" shall mean any individual or Entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such "Person" where the context so permits.

(t) "***Reserves***" shall mean funds set aside or amounts allocated to reserves which shall be maintained in amounts reasonably deemed sufficient by the Managers for working capital and to pay taxes, insurance, debt service or other costs or expenses incident to the ownership or operation of the Company's business.

(u) "***Selling Member***" shall mean any Member or Transferee which sells, assigns, pledges, hypothecates or otherwise transfers for consideration all or any portion of its Membership Interest or Transferee Interest.

(v) "***Transferee***" shall be person who has not been admitted by the Company as a Member Partner, but, by virtue of a Transfer of an Interest in the Company to said person, said person is entitled to a pro rata share of one or more of the Company's items of income, losses, credits, and distributions of the Company's assets pursuant to this Agreement and the Act, but said person shall not have, and is not entitled to any right to participate in the management or affairs of the Company, including, the right to vote on, consent to or otherwise participate in any decision of the Members or Manager.

(w) "***Transferring Member***" shall collectively mean a Selling Member and a Gifting Member.

(x) "***Treasury Regulations***" shall include proposed, temporary and final regulations promulgated under the Code.

ARTICLE II

FORMATION OF COMPANY

2.1 ***Organization.***

BERNSTEIN FAMILY REALTY, LLC, has been organized as a Florida limited liability company by executing and delivering the Articles of Organization to the Florida Department of State in accordance with and pursuant to the Act.

2.2 ***Name.***

The name of the Company is ***BERNSTEIN FAMILY REALTY, LLC***, and all business of the Company shall be conducted under that name unless a majority of the Members agree to the filing and use of a fictitious name.

2.3 ***Principal Place of Business.***

The initial principal place of business of the Company shall be 950 Peninsula Corporate Circle, Suite 3010, Boca Raton, Florida 33431. The Company may locate its places of business and registered office at any other place or places as the Manager may deem advisable.

2.4 ***Registered Office and Registered Agent.***

The Company's initial registered office shall be at the office of its registered agent in Florida, and the name of its initial registered agent shall be Donald R. Tescher, 2101 Corporate Blvd., Suite 107, Boca Raton, Florida, 33431. The registered office and registered agent may be changed by filing the address of the new registered office and/or the name of the new registered agent with the Florida Department of State pursuant to the Act.

2.5 ***Term.***

The term of the Company has filed Articles of Organization with the Florida Department of State, and shall have perpetual existence, unless the Company is earlier dissolved in accordance with either the provisions of this Agreement or the Act.

ARTICLE III

BUSINESS OF COMPANY

The business of the Company shall be to engage in management of investments, and closely-held business or real estate ventures, and such lawful activities as are reasonably necessary or useful to the furtherance of the forgoing purpose (the "Business").

ARTICLE IV

NAMES AND ADDRESSES OF MEMBERS

The names and addresses of the Members are listed on Exhibit A attached hereto and incorporated herein, as amended from time to time.

ARTICLE V

RIGHTS AND DUTIES OF MANAGERS

5.1 ***Management.***

5.1.1 ***General.*** The business and affairs of the Company shall be managed by its Managers. The Managers shall direct, manage, and control the business of the Company. Except for situations in which the approval of the Members is expressly required by this Agreement or by nonwaivable provisions of the Act, the Managers shall have exclusive, sole, full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters, and to perform any and all other acts or activities customary or incident to the management of the Company's business. At any time when there is more than one Manager, any one Manager may take any action permitted to be taken by the Managers, unless the approval of more than one of the Managers is expressly required pursuant to this Agreement or the Act. The Managers may create a Board of Directors, and may also appoint individuals with or without titles, including the titles of General Manager, Executive Director, President, Vice President, Treasurer, Secretary, and Assistant Secretary, to act on behalf of the Company with such power and authority as the Managers or Board of Directors may delegate to any such Person.

5.1.2 ***Initial Managers/Designation of Managers/Voting.*** The Members agree that the initial Manager of the Company is SIMON BERNSTEIN. Unless otherwise specifically agreed herein, business decisions of the Company shall be made by said Manager. The Members shall vote their Interests such that only the aforementioned person is Manager of the Company for so long as he is alive and not mentally disabled or incompetent. After proper notice, in the event of death or mental disability or incompetence of the Manager, the Members shall vote on and elect a new Manager.

5.2 ***Certain Powers of Managers.***

Without limiting the generality of Section 5.01, the Manager (or, if more than one Manager, then the Managers) shall have power and authority, on behalf of the Company to do the following:

(a) To acquire or lease property from any Person as the Managers may determine, whether or not such Person is directly or indirectly affiliated or connected with any Manager or Member;

(b) To borrow money for the Company from banks, other lending institutions, the Managers, Members, or affiliates of the Managers or Members on such terms as the Managers deem appropriate, and in connection therewith, to hypothecate, encumber and grant security interests in the assets of the Company to secure repayment of the borrowed sums. No debt shall be contracted or liability incurred by or on behalf of the Company except by the Managers, or to the extent permitted under the Act, by agents or employees of the Company expressly authorized to contract such debt or incur such liability by the Managers;

(c) To purchase liability and other insurance to protect the Company's property and business;

(d) To hold and own Company real and personal properties in the name of the Company;

(e) To invest Company funds in time deposits, short-term governmental obligations, commercial paper or other investments;

(f) To sell or otherwise dispose of all or substantially all of the assets of the Company as part of a single transaction or plan as long as such disposition is not in violation of or a cause of a default under any other agreement to which the Company may be bound;

(g) To execute on behalf of the Company all instruments and documents, including, without limitation, checks; drafts; notes and other negotiable instruments; mortgages or deeds of trust; security agreements; financing statements; documents providing for the acquisition, mortgage or disposition of the Company's property; assignments, bills of sale; leases; and any other instruments or documents necessary to the business of the Company;

(h) To employ accountants, legal counsel, managing agents or other experts to perform services for the Company;

(i) To enter into any and all other agreements on behalf of the Company, in such forms as the Managers may approve; and

(j) To do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business.

Unless authorized to do so by this Agreement or by the Manager of the Company, no attorney-in-fact, employee or other agent of the Company shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable for any purpose. No Member shall have any power or authority to bind the Company unless the Member has been authorized by the Manager to act as an agent of the Company in accordance with the previous sentence.

5.3 ***Liability for Certain Acts.***

Each Manager shall perform his duties as Manager in good faith, in a manner he or she reasonably believes to be in the best interests of the Company, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. A Manager shall not be liable to the Company or to any Member for any loss or damage sustained by the Company or any Member, unless the loss or damage shall have been the result of fraud, deceit, gross negligence, willful misconduct, unlawful acts, or a wrongful taking by the Manager.

5.4 ***No Exclusive Duty to Company.***

A Member or Manager shall not be required to manage the Company as his or her sole and exclusive function and may have other business interests and engage in activities in addition to those relating to the Company. Neither the Company nor any Member shall have any right, by virtue of this Agreement, to share or participate in such other investments or activities of a Manager or to the income or proceeds derived therefrom.

5.5 ***Bank Accounts.***

The Manager may from time to time open bank accounts in, the name of the Company, and the Manager shall be the sole signatory thereon, unless Members owning a Majority Interest determine otherwise.

5.6 ***Indemnity of the Managers, Employees and Other Agents.***

The Company shall, to the maximum extent permitted under the Act, indemnify and make advances for expenses to Managers, its employees, and other agents.

5.7 ***Resignation.***

Any Manager of the Company may resign at any time by giving written notice to the Members of the Company. The resignation of any Manager shall take effect upon receipt of notice thereof or at such later date specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The resignation of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of a Member.

5.8 ***Removal.***

A Manager shall not be subject to removal by vote of the Members except, if at all, pursuant to the provisions of this Agreement, as it may be amended by agreement of all of the Members.

5.9 ***Vacancies.***

To the extent not expressly provided for in Section 5.1.2 "Voting Agreement of Members," and only to said extent, if any: Any vacancy occurring for any reason in the number of Managers of the Company may be filled by the affirmative vote of Members holding a majority of the Percentage Interests present at an election at a meeting of Members called for that purpose or by the Members' unanimous written consent. A Manager elected to fill a vacancy shall be elected for the unexpired term of their predecessor in office and shall hold office until the expiration of such term and until their successor shall be elected and qualified or until the Manager's earlier death, resignation or removal. A Manager chosen to fill a position resulting from an increase in the number of Managers shall hold office until his successor shall be elected and qualified, or until his earlier death, resignation or removal.

5.10 ***Salaries.***

Each Manager shall receive annual compensation (the "Management Fee") if such compensation is agreed to by a majority of the Percentage Interest of the Members in writing, and and shall be entitled to reimbursement of reasonable and necessary expenses advanced on behalf of the Company.

ARTICLE VI

RIGHTS AND OBLIGATIONS OF MEMBERS

6.1 ***Limitation of Liability.***

Each Member's liability to the Company shall be limited as set forth in this Agreement, the Act and other applicable law.

6.2 ***Company Liability***. A Member will not be personally liable for any debts, obligations, liabilities or losses of the Company, whether arising in contract, tort, or otherwise, solely by reason of being a Member, beyond his respective Capital Contributions or any obligation of the Member under Sections 8.1 and 8.2 hereunder, except as provided in Section 6.7 or as otherwise required by law.

6.3 ***List of Members.***

Upon the written request of any Member, the Managers shall provide a list showing all of the names, addresses and Membership Interests and Transferee Interests in the Company.

6.4 ***Approval of Sale of All Assets.*** The Managers shall have the right, to approve the sale, exchange or other disposition of all, or substantially all, of the Company's assets which is to occur as part of a single transaction or plan.

6.5 ***Company Books.***

The Managers shall maintain and preserve, during the term of the Company, the accounts, books, and other relevant Company documents described in Section 9.9. Upon reasonable written request, each Member and Transferee shall have the right, at any time during ordinary business hours, as reasonably determined by the Manager, to inspect and copy, at the requesting Member's or Transferee's expense, the Company documents required to be maintained under Section 608.4101 of the Act, and such other documents which the Managers, in their reasonable discretion, deem appropriate.

6.6 ***Priority and Return of Capital.***

Except as may be expressly provided in Article IX, no Member or Transferee shall have priority over any other Member or Transferee, either as to the return of Capital Contributions or as to Net Profits, Net Losses or distributions; provided that this Section shall not apply to loans which a Member has made to the Company.

6.7 ***Liability of a Member to the Company.***

A Member who receives a distribution or return in whole or in part of its contribution is liable to the Company only to the extent provided by the Act.

ARTICLE VII

MEETINGS OF MANAGERS AND MEMBERS

7.1 ***Meetings.***

Meetings of the Managers, for any purpose or purposes, may be called by any Manager. Meetings of the Members for any purpose or purposes, may be called by any Members holding at least 51% of the Percentage Interests of the Members.

7.2 ***Place of Meetings.***

The Managers may designate any location within the U.S., either within or outside the State of Florida, as the place of meeting for any meeting of the Members. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal place of business of the Company.

7.3 ***Notice of Meetings.***

Except as provided in Section 7.04, written notice stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called shall be delivered not less than five (5) nor more than thirty (30) days before the date of the meeting, either personally or by mail, by or at the direction of the Managers or Member or Members calling the meeting, to each Member or Manager entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered two (2) calendar days after being deposited in the United States mail, certified mail return receipt requested, addressed to the Member or to the Manager at its address as it appears on the books of the Company, with postage therein prepaid. Notice may also be given by telegram, teletype or facsimile, or other form of electronic communication. Managers and Members may participate in and hold meetings whereby all conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other. Participation by communications equipment shall constitute presence as the meeting, unless a Member or Manager is participating in the meeting for the express purpose of objecting to the transaction of any business on the ground the meeting is not lawfully called or convened.

7.4 ***Meeting of All Members and Meetings of All Managers.*** If all of the Members or all of the Managers shall meet at any time and place, and consent to the holding of a meeting at such time and place, such meeting shall be valid without call or notice, and at such meeting lawful action may be taken.

7.5 ***Record Date.***

For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof, or Members entitled to receive payment of any distribution, or in order to make a determination of Members for any other purpose, the date on which notice of the meeting is mailed or the date on which the resolution declared such distribution is adopted, as the case may be, shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Section, such determination shall apply to any adjournment thereof.

7.6 ***Quorum.***

Members holding at least fifty percent (50%) of all Percentage Interests, represented in person or by proxy, shall constitute a quorum at any meeting of Members, and if there is more than one Manager then serving, then a majority of the number of the then-serving Managers shall constitute a quorum at a meeting of the Managers, who shall be represented in person, and shall constitute a quorum at any meeting.

7.7 ***Manner of Acting.***

If a quorum is present, the affirmative vote of a majority of all of the Members represented at the meeting, who must hold a majority Percentage Interest in the Company, shall be the act of the Members, unless the vote of a greater or lesser proportion or number is otherwise required by the Act, or by this Agreement. Unless otherwise expressly provided herein or required under applicable law, only Members who have a Membership Interest may vote or consent upon any matter and their vote or consent, as the case may be, shall be counted in the determination of whether the matter was approved by the Members.

7.8 ***Proxies.***

At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by a duly authorized attorney-in-fact. Such proxy shall be filed with the Managers of the Company before or at the time of the meeting. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy. Managers shall not be able to vote by Proxies.

7.9 ***Action by Members Without a Meeting.***

Action required or permitted to be taken at a meeting of Members may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by each Member entitled to vote and delivered to the Managers of the Company for inclusion in the minutes or for filing with the Company records. Action taken under this Section is effective when all Members entitled to vote have signed the consent, unless the consent specifies a different effective date.

7.10 ***Waiver of Notice.***

When any notice is required to be given to any Member, a waiver thereof in writing signed by the person entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.

ARTICLE VIII

CONTRIBUTIONS TO THE COMPANY AND CAPITAL ACCOUNTS

8.1 ***Members' Initial Capital Contributions.***

Each Member shall contribute such amount as is set forth on the books and records of the Company. No interest shall accrue on any Capital Contribution and the Member shall not have the right to withdraw or be repaid any Capital Contribution except as provided in this Agreement.

8.2 ***Additional Contributions.***

A Member may, but shall not be obligated to, make such additional Capital Contributions as shall be determined by the Managers. Such additional Capital Contributions shall be reflected in the Account of the Contributing Member and shall not be a part of any other Member's Capital Account absent written agreement of the Members. After the making of any such determination, the Managers

shall give written notice to each Member of the amount of required additional contribution, if any, and each Member may deliver to the Company its pro rata share thereof (in proportion to the *respective* Percentage Interest of the Member on the date such notice is given) no later than thirty (30) days following the date such notice is given. None of the terms, covenants, obligations or rights contained in this Section 8.2 is or shall be deemed to be for the benefit of any person or entity other than the Members and the Company, and no such third person shall under any circumstances have any right to compel any actions or payments by the Managers and/or the Members.

8.3 ***Capital Accounts.***

(a) A separate Capital Account will be maintained for each Member. Each Member's Capital Account will be increased by (1) the amount of money contributed by such Member to the Company; (2) the fair market value of property contributed by such Member to the Company (net of liabilities secured by such contributed property that the Company is considered to assume or take subject to under Code Section 752); (3) allocations to such Member of Net Profits and Net Losses; and (4) allocations to such Member of income described in Code Section 705(a)(1)(B). Each Member's Capital Account will be decreased by (1) the amount of money distributed to such Member by the Company; (2) the fair market value of property distributed to such Member by the Company (net of liabilities secured by such distributed property that such Member is considered to assume or take subject to under Code Section 752); (3) allocations to such Member of expenditures described in Code Section 705(a)(2)(B); and (4) allocations to the account of such Member of Company loss and deduction as set forth in such Regulations, taking into account adjustments to reflect book value.

(b) In the event of a permitted sale or exchange of a Membership Interest or a Transferee Interest in the Company, the Capital Account of the transferor shall become the Capital Account of the Transferee to the extent it relates to the transferred Membership Interest or Transferee Interest in accordance with Section 1.704-1(b) (2) (iv) of the Treasury Regulations.

(c) The manner in which Capital Accounts are to be maintained pursuant to this Section 8.3 is intended to comply with the requirements of Code Section 704(b) and the Treasury Regulations promulgated thereunder. If the Company determines that the manner in which Capital Accounts are to be maintained pursuant to the preceding provisions of this Section 8.3 should be modified in order to comply with Code Section 704(b) and the Treasury Regulations, then notwithstanding anything to the contrary contained in the preceding provisions of this Section 8.3, the method in which Capital Accounts are maintained shall be so modified; provided, however, that any change in the manner of maintaining Capital Accounts shall not materially alter the economic agreement between or among the Members as set forth in this Agreement.

(d) Except as otherwise required in the Act (and subject to Sections 8.1 and 8.2), no Member or Transferee shall have any liability to restore all or any portion of a deficit balance in such Member's or Transferee's Capital Account.

8.4 ***Withdrawal or Reduction of Members' Contributions to Capital.***

(a) A Member or Transferee Interest Holder shall not receive out of the Company's property any part of its Capital Contribution until all liabilities of the Company, except liabilities to

Members on account of their Capital Contributions, have been paid or there remains property of the Company sufficient to pay them.

(b) A Member or Transferee Interest Holder, irrespective of the nature of its Capital Contribution, has only the right to demand and receive cash in return for its Capital Contribution.

(c) Notwithstanding anything to the contrary in this Agreement, a Member may withdraw from the Company only at the time or upon the occurrence of an event specified in this Agreement or in the Articles of Organization. No such event is specified in either the Articles of Organization or in this Agreement at the date hereof. A Member which violates the withdrawal prohibition in this Section shall be liable for breach of this Agreement and shall become a Transferee. A withdrawing Member shall not have a right to receive the fair value of receive the withdrawing member's Interest in the Company as of the date of the resignation but rather, shall have only such rights as a Transferee would have to receive distributions as are made by the Company in the discretion of the Managers.

ARTICLE IX

ALLOCATIONS, INCOME TAX, DISTRIBUTIONS, ELECTIONS AND REPORTS

9.1 ***Allocations of Income and Losses from Operations.***

The Net Income and Net Losses of the Company for each fiscal year, and each Member or Transferee's share of Cash Flow, will be allocated in accordance with the Percentage Interests schedule set forth in Exhibit A attached hereto, and, except as provided therein, the Percentage Interests of Members shall be proportionate to the amount of their Capital Accounts as determined hereinabove.

9.2 ***Special Tax Provisions As to Extraordinary Allocations, if Any, to Capital***

Allocations of Net Income and Net Losses other than those set forth above shall be made based upon the determinations of the tax accountants and attorneys employed by the Company, giving regard to the intention expressed hereinabove and otherwise herein, with respect to special or priority allocations if any, and with regard to federal partnership tax and capital accounting principles described in Section 8.3 hereinabove.

9.3 ***Distributions.***

Within the discretion of the Managers as to amounts, if any, and as to timing, the Managers may distribute Cash Flow to the Members, in accordance with their Percentage Interests .

9.4 ***Limitation upon Distributions.***

(a) No distributions or return of contributions shall be made and paid if, after the distribution or return of distribution is made either

(1) the Company would be insolvent; or

(2) the net assets of the Company would be less than zero.

(b) The Managers may base a determination that a distribution or return of contribution may be made under Section 9.4(a) in good faith reliance upon a balance sheet and profit and loss statement of the Company represented to be correct by the person having charge of its books of account or certified by an independent public or certified public accountant or firm of accountants to fairly reflect the financial condition of the Company.

9.5 ***Tax Accounting Principles.***

The income and losses of the Company shall be determined in accordance with sound tax accounting principles applied on a consistent basis using generally accepted tax accounting principles as applied consistent with the Code.

9.6 ***Interest on and Return of Capital Contributions.***

No Member shall be entitled to interest on its Capital Contribution or to a return of its Capital Contribution, except as otherwise provided in this Agreement.

9.7 ***Loans to Company.***

Nothing in this Agreement shall prevent any Member from making secured or unsecured loans to the Company by agreement with the Company, provided that such loans are arms-length transactions, containing terms customary in the lending industry at the time such loans were made.

9.8 ***Accounting Period.***

The Company's accounting period shall be the calendar year ("Fiscal Year").

9.9 ***Records, Audits and Reports.***

At the expense of the Company, the Managers shall maintain records and accounts of the operations and expenditures of the Company. At a minimum, the Company shall keep at its principal place of business the following records:

(a) A current list of the full name and last known address of each Member and Transferee setting forth the amount of cash each Member and Transferee has contributed, a description and statement of the agreed value of the other property or services, each Member and Transferee has contributed or has agreed to contribute in the future, and the date on which each became a Member or Transferee, and their respective Percentage Interest in the Company;

(b) A copy of the Articles of Organization of the Company and all amendments thereto together with executed copies of any powers of attorney pursuant to which any amendment has be executed;

(c) Copies of the Company's federal, state, and local income tax returns and reports, if any, for the three most recent years;

(d) Copies of the Company's currently effective written Agreement, all amendments thereto, and copies of any financial statements of the Company for the three most recent years;

(e) Notices of and minutes of every Member and Managers meeting,

(f) Any written consents obtained from Members for actions taken by Members without a meeting; and

(g) Unless contained in the Articles of Organization or the Agreement, a writing prepared by the Managers setting out the following:

(1) The times at which or events on the happening of which any additional contributions agreed to be made by each Member and Transferee are to be made.

(2) Any right of a Member or Transferee to receive distributions of include a return on all or any part of the Member or Transferee's contributions.

(3) Any power of a Member or Transferee to grant the right to become an assignee of any part of the Member's or Transferee's interest, and the terms and condition of the power.

9.10 ***Returns and Other Elections.***

The Managers shall cause the preparation and timely filing of tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. Copies of such returns, and pertinent information therefrom, shall be furnished to the Members within a reasonable time after the end of the Company's fiscal year upon the Members' written request. All elections permitted to be made by the Company under federal or state laws shall be made by the Managers in their sole discretion. It is the intention of the Members that the Company shall be taxed as a "Partnership" for federal, state, and local income tax purposes.

9.11 ***Tax Matters Partner.***

SIMON BERNSTEIN is designated the "Tax Matters Partner" (as defined in Code Section 6231), and is authorized and required to represent the Company (at the Company's expense), either directly, or through accounting or tax representatives, in connection with all examinations for the Company's affairs by tax authorities, including, without limitation administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. The Members agree to cooperate with each other and to do or refrain from doing any and all things reasonably required to conduct such proceedings.

ARTICLE X

TRANSFERABILITY

10.1 ***General.***

10.1.1. ***Transferees Not Members, Generally.*** Except as otherwise set forth in Section 10.1.2, or with the consent of all of the Members, neither a Member nor a Transferee shall have the right, as to all or any part of its Membership Interest or Transferee Interest to:

(a) sell, assign, pledge, hypothecate, transfer, exchange or otherwise transfer for consideration (collectively, "sell" or, as context requires "selling"); or

(b) gift, bequeath or otherwise transfer for no consideration (whether or not by operation of law, except in the case of bankruptcy) (collectively, "gift").

Absent the written consent of all Members to the contrary or otherwise provided by law, the Interest of the Transferee shall be a Non-Voting Interest.

10.1.2 ***Transferees Who are Lineal Descendants of a Member.*** Any Transferees who are lineal descendants of both SHIRLEY BERNSTEIN and SIMON BERNSTEIN, either directly, or indirectly, as beneficiaries of a Trust, or other entity beneficially owned solely for or by that Member (including, but not limited to a revocable trust established by a Member for the sole lifetime benefit of the Member or the Member's descendants) shall be Members upon their written agreement to be bound by the terms of this Agreement and shall be subject to the voting agreements described in Article V, hereinabove.

10.2 ***Right of First Refusal.***

(a) If a Selling Member desires to sell all or any portion of its Membership Interest in the Company to a third party purchaser, the Selling Member shall obtain from such third party purchaser a bona fide written offer to purchase such Interest, stating the terms and conditions upon which the purchase is to be made and the consideration offered; provided, however, the offer shall include a "tag along" or "take along" provision, pursuant to which, all Members have the right to sell a pro-rata portion (determined in accordance with the Percentage Interests of all of the Members) of their Interests to the third party. The Selling Member or Transferee shall give written notification to the remaining Members, by certified mail or personal delivery, of its intention to so transfer such Interest, furnishing to the remaining Members a copy of the written offer to purchase such Interest.

(b) Each of the remaining Members, on a basis pro rata to their Percentage Interests or on a basis pro rata to the Percentage Interests of those remaining Members exercising their rights of first refusal, shall have the right to exercise a right of first refusal to purchase all (but not less than all) of the Interest proposed to be purchased by the third party and sold by the Selling Member and the "tag along Members"upon the same terms and conditions as stated in the aforesaid written offer to purchase by giving written notification to the Selling Member and the "tag along Members", by certified mail or personal delivery, of the intention to do so within thirty (30) days after receiving written notice from the Selling Member. Subject to the following paragraph, the failure of the remaining Members to so notify the Selling Member and the "tag along Members" of their desire to exercise this right of first refusal within said thirty (30) day period shall result in the termination of the right of the first refusal and the Selling Member and the "tag along Members" shall be entitled to consummate the sale of its Interest in the Company to such third party purchaser, provided that the sale shall be consummated within sixty (60) days following the expiration of the aforesaid thirty (30) day period. In the event the remaining

Members (or any one or more of the remaining Members) give written notice to the Selling Member and the "tag along Members" of their desire to exercise this right of first refusal and to purchase all of the Interests of the Selling Member and the "tag along Members" offered upon the same terms and conditions as are stated in the aforesaid written offer to purchase, the remaining Members shall have the right to designate the time, date and place of closing, provided that the date of closing shall be within sixty (60) days after written notification to the Selling Member of the remaining Member or Members' election to exercise their right of the first refusal. In the event that two (2) or more Members give written notice of their desire to exercise their right of first refusal, absent an agreement between all the Members so exercising such right, each such Member exercising their right of first refusal shall be entitled to purchase that percentage of the selling Member's share according to the proportion that their Percentage Interests bears to the total Percentage Interests exercising such right of first refusal. The Members shall communicate with each other during the pendency of any offer made in accordance with the terms of this Section 10.2 in order to effectuate the intent of this Section.

(c) As a condition to the Company recognizing the effectiveness of either the sale or gift of an Interest in the Company (including, in both cases, a Transferee Interest), the remaining Members may require the Selling Member, Gifting Member and/or the proposed purchaser, donee or successor-in-interest, as the case may be, to execute, acknowledge and deliver to the remaining Members such instruments of transfer, assignment and assumption and such other certificates, representations and documents, and to perform all such other acts which the remaining Members' may deem necessary or desirable to:

(1) verify the purchase, gift or transfer, as the case may be;

(2) confirm that the person desiring, to acquire an Interest in the Company, or to be admitted as a Member, has accepted, assumed and agreed to be subject and bound by all of the terms, obligations and conditions of the Agreement (whether such Person is to be admitted as a new Member or as a Transferee);

(3) maintain the status of the Company as a partnership for federal tax purposes; and

(4) assure compliance with any applicable state and federal laws including securities laws and regulations.

(d) Any sale or gift of a Membership Interest or Transferee Interest in compliance with this Article X shall be deemed effective upon the last day of the calendar month in which all the terms and conditions hereof relating thereto have been satisfied. The admission of a Member in compliance with this Article X shall be deemed effective as of the last day of the calendar month in which the remaining Members' consent thereto was given. The Selling Member hereby indemnifies the Company and the remaining Members against any and all loss, damage, or expense (including, without limitation, tax liabilities or loss of tax benefits) arising directly or indirectly as a result of any transfer or purported transfer in violation of this Article X.

10.3 ***Permitted Transfer to Descendants & Spouse/Mandatory Offer at Death.***

10.3.1 ***No Mandatory Offer At Death***. If a Member's Interest is Transferred to a lineal descendant of the Member or Member's spouse, to a Trust or other entity beneficially owned solely for or by that Member, that Member's spouse, or the lineal descendant of that Member or Member's spouse, the Transferee shall not be required to sell or offer to sell his or her Interest, shall be eligible to become a Member pursuant to Sections 10.1.1 and 10.1.2 above, and shall be subject to the voting agreements described in Article V, above. If Members of the Company are trusts for the lifetime benefit of the lineal descendants of a Member either directly or indirectly, then the successors in interest to the Interests in the Company pursuant to the terms of such trusts shall be considered as Members hereof (regardless of indirect ownership as trust beneficiaries) as long as the beneficial interests are owned by the lineal descendants of the Member or their spouses, and said persons shall be subject to the voting agreements described in Article V, above.

10.3.2 ***Mandatory Offer At Death***. Except with transfers described in 10.3.1., above, the death of any Member or Transferee who owns an Interest shall constitute an offer by the Member's Estate, Trust, or other legal successor in interest, to sell all of the Member's Interest to the Company (the "Offer") at its fair market value (determined as of the date of death). The Company shall have one hundred eighty (180) days in which to accept the Offer at an agreed price, which acceptance shall be made by delivery of written notice thereof to the legal representative of the estate of the Member or Transferee, by certified mail or personal delivery, within said one hundred eighty (180) day period. If the Company does not elect to purchase the Interest within said one hundred eighty (180) day period, the remaining Members shall have the right, but are not required to, purchase the remaining part, or all, as the case may be, of the Interest at its fair market value (as determined herein) determined as of the date of death, in proportion to their existing Interests. Such right to purchase shall be exercised by delivery of written notice thereof, by certified mail or personal delivery, during the thirty (30) days immediately after the one hundred eighty (180) day period (the "30 Day Period"). If any such Member does not desire to purchase his/her or its full proportionate part of the Interest offered for sale, but the remaining Members desire to purchase all of the Interest offered for sale, said Members shall then have the right to purchase said Interest proportionally in accordance with their respective Interests and the Members shall communicate with each other during the 30 Day Period in order to effectuate the intent of this Section 10.3. Except as provided in Section 10.1.2 and 10.1.3, to the extent that any part, or all, of an Interest is not purchased under the provisions of this Section 10.3, the deceased's Member's Interest shall become a Transferee's Interest, if not owned beneficially or directly by another Member hereof. The purchase price shall be as agreed by the parties, and, unless otherwise agreed, shall be paid in cash at the closing, which shall occur no later than thirty (30) days after the end of the 30 Day Period. For purposes of this Agreement, the "fair market value" of an Interest is equal to its Percentage Interest multiplied by the value of the Company (as agreed by the parties). If the value of the Company is not agreed to by the parties, then for purposes of this Agreement "fair market value" of a Member's Interest shall be determined without reduction for minority, lack of marketability or other entity/Company level discounts, based upon a reasonable appraisal procedure to determine the fair market value of the Company's assets. The appraisal procedure shall be agreed upon by the Member and Company. If the parties cannot agree to an appraisal procedure, then an MAI appraiser shall be selected by the Personal Representative of the deceased Member's estate, and if the Company does not agree as to that appraiser, then the Company shall select its own appraiser and each MAI appraiser then shall select a third MAI appraiser and the average of all three (3) appraisals shall be the fair market value of the Interest. As set

forth hereinabove, fair market value" of a Member's Interest shall be determined without reduction for minority, lack of marketability or other entity/Company level discounts.

10.4 ***Transferee Not Member in Absence of Unanimous Consent.***

(a) Except as provided in Section 10.1.2 and 10.1.3, if all of the remaining Members do not approve by unanimous written consent of the proposed, sale or gift of the Transferring Member's Membership Interest to a transferee or donee which is not a Member immediately prior to the sale or gift, then the proposed transferee or donee shall have no right to participate in the management of the business and affairs of the Company or to become a Member. The transferee or donee shall be merely a Transferee entitled solely to economic rights to profits, losses and distributions and shall have no voting rights under this Agreement or in matters relating to the Company and its business; provided, however, any sale of a Transferee's interest in the Company should be subject to Section 10.2. No transfer of a Member's Interest in the Company (including any transfer of the Transferee Interest or any other transfer which has not been approved by unanimous written consent of the Members) shall be effective unless and until written notice (including the name and address of the proposed transferee or donee and the date of such transfer) has been provided to the Company and the nontransferring Member(s).

(b) Upon and contemporaneously with any sale or gift of a Transferring Member's Interest in the Company which does not at the same time transfer the balance of the rights associated with the Transferee Interest transferred by the Transferring Member (including, without limitation, the rights of the Transferring Member to participate in the management of the business and affairs of the Company), all remaining rights and interest which were owned by the Transferring Member immediately prior to such sale or gift or which were associated with the transferred Interest shall immediately lapse until the remaining Members, by unanimous written consent, reinstate such rights to the Transferee who did not previously obtain the unanimous written consent, reinstating such rights to a successor or transferee of such Transferee.

ARTICLE XI

ADDITIONAL MEMBERS

From the date of the formation of the Company, any Person or Entity acceptable to the Members by their unanimous vote thereof may become a Member in this Company for such consideration as the Members by their unanimous votes shall determine, subject to the terms and conditions of this Agreement. No new Members shall be entitled to any retroactive allocation of profits losses, income or expense deductions incurred by the Company. The Manager(s) may, at their option, at the time a Member is admitted, close the Company books (as though the Company's tax year has ended) or make pro rata allocations of income, loss, and expense deductions to a new Member for that portion of the Company's tax year in which a Member was admitted in accordance with the provisions of Code Section 706(d) and the Treasury Regulations promulgated thereunder.

ARTICLE XII

DISSOLUTION AND TERMINATION

12.1 ***Dissolution.***

(a) The Company shall be dissolved upon the occurrence of any of the following events:

(i) by the unanimous written consent of all Members; or

(ii) the sale, transfer or assignment of substantially all of the assets of the Company; or

(iii) as otherwise required by law.

12.2 ***Winding Up, Liquidation and Distribution of Assets.***

(a) Upon dissolution, an accounting shall be made by the Company's independent accountant of the accounts of the Company and of the Company's assets, liabilities and operations, from the date of the last previous accounting until the date of dissolution. The Managers shall immediately proceed to wind up the affairs of the Company.

(b) If the Company is dissolved and its affairs are to be wound up, the Managers shall:

(1) Sell or otherwise liquidate all of the Company's assets as promptly as practicable (except to the extent the Managers may determine to distribute any assets to the Members in kind),

(2) Allocate any profit or loss resulting from such sales to the Member's and Transferees' Capital Accounts in accordance with Article IX hereof.

(3) Discharge all liabilities of the Company, including liabilities to Members and Transferees who are creditors, to the extent other-wise permitted by law, other than liabilities to Members and Transferees for Distributions, and establish such Reserves as may be reasonably necessary to provide for contingent liabilities of the Company (for purposes of determining the Capital Accounts of the Members and Transferees, the amounts of such Reserves shall be deemed to be an expense of the Company),

(4) Distribute the remaining assets in the following order:

(i) If any assets of the Company are to be distributed in kind, the net fair market value of such assets as of the date of dissolution shall be determined by independent appraisal or by agreement of all of the Members. Such assets shall be deemed to have been sold as of the date of dissolution for their fair market value, and

the Capital Accounts of the Members and Transferees shall be adjusted pursuant to the provisions of Article IX and Section 8.3 of this Agreement to reflect such deemed sale.

(ii) To the Members and Transferees, pro rata, in accordance with the positive balance (if any) of each Member's and Transferee's Capital Account (as determined after taking into account all Capital Account adjustments for the Company's taxable year during, which the liquidation occurs) shall be distributed to the Members and Transferee either in cash or in kind, as determined by the Managers, with any assets distributed in kind being valued for this purpose at their fair market value as determined pursuant to Section 12.2(b)(i).

(iii) Thereafter, to the Members and Transferee's pro rata, in accordance with their respective Percentage Interests.

(c) Notwithstanding anything to the contrary in this Agreement, upon a liquidation within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Treasury Regulations, if any Member has a Deficit Capital Account (after giving effect to all contributions, distributions, allocations and other Capital Account adjustments for all taxable years, including the year during which such liquidation occurs), such Member shall have no obligation to make any Capital Contribution, and the negative balance of such Member's Capital Account shall not be considered a debt owed by such Member to the Company or to any other Person for any purpose whatsoever.

(d) Upon completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated.

(e) The Manager(s) shall comply with all requirements of applicable law pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

12.3 ***Articles of Dissolution.***

When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed among its members in accordance with their respective rights and interests, a Articles of Dissolution of the Company shall be filed with the Florida Department of State.

12.4 ***Effect of Filing Articles of Dissolution.***

Upon the filing of Articles of Dissolution with the Florida Department of State, and upon issuance of the Certificate of Dissolution by the Department of the State, the existence of the Company shall cease, except for the purpose of suits, of the proceedings and appropriate action as provided in the Act. The Managers shall have authority to distribute any Company property discovered after dissolution, convey real estate and take such other action as may be necessary on behalf of and in the name of the Company.

12.5 ***Return of Contribution Nonrecourse to Other Members.***

Except as provided by law or as expressly provided in this Agreement, upon dissolution, each Member and Transferee shall look solely to the assets of the Company for the return of its Capital Contribution. If the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the cash contribution of one or more Members or Transferees, such Member(s) or Transferee(s) shall have no recourse against any other Member or Transferee, except as otherwise provided by law.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

13.1 ***Notices.***

Any notice, demand, or communication required or permitted to be given by any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered personally or by express mail or courier service (with receipt acknowledged) to the party or to an executive officer of the party to whom the same is directed, if telecopied (with receipt acknowledged) to the party or an executive officer of the party to whom the same is directed or, if sent by registered or certified mail, postage and charges prepaid, addressed to the Member's and/or Company's address, as appropriate, which is set forth in this Agreement. Except as otherwise provided herein any such notice shall be deemed to be given two (2) business days after the date on which the same was deposited in the United States mail, addressed and sent as aforesaid, if sent by mail or upon confirmation of receipt if delivered by telecopier, personal delivery or courier service.

13.2 ***Books of Account and Records.***

Proper and complete records and books of account shall be kept or shall be caused to be kept by the Managers in which shall be entered fully and accurately all transactions relating. to the Company's business in such detail and completeness as is customary and usual for businesses of the type engaged in by the Company. Such books and records shall be maintained as provided in Section 9.9. The books and records shall at all times be maintained at the principal place of business of the Company. Additionally, the Managers shall promptly distribute to all Members, copies of the Company' financial statements on an annual basis.

13.3 ***Application of Florida Law.***

This Agreement and its interpretation shall be governed exclusively by its terms and by the laws of the State of Florida, and specifically the Act.

13.4 ***Waiver of Action for Partition.***

Each Member and Transferee irrevocably waives during the term of the Company any right that it may have to maintain any action for partition with respect to the property of the Company.

13.5 ***Amendments.***

This Agreement may not be amended except in writing by the affirmative vote of a majority of the Members of the Company which vote must include the affirmative vote of the Manager. Any amendment changing either the Percentage Interests of the Members or any provision within Article V requires the unanimous vote of the Members.

13.6 ***Execution of Additional Instruments.***

Each Member hereby agrees to execute such other and further statements of interest and holdings, designations and other instruments necessary to comply with an laws, rules or regulations.

13.7 ***Construction.***

Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa.

13.8 ***Headings.***

The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision thereof

13.9 ***Waivers.***

The failure of any party to seek redress for default of or to insist upon the strict performance of any covenant of condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a default, from having the effect of an original default.

13.10 ***Rights and Remedies Cumulative.***

The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shah not preclude or waive the right to use any other remedy. Said rights and remedies are given in addition to any other legal rights that parties may have.

13.11 ***Severability.***

If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

13.12 ***Heirs, Successors and Assigns.***

Each and all of the covenants, terms, provisions and agreement herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors and assigns.

13.13 ***Creditors.***

None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company.

13.14 ***Counterparts***.

This Agreement may be executed in counterparts, each of shall be deemed an original but all of which shall constitute one and the same instrument.

13.15 ***Conflict of Interest Waiver***. The Members and the Company acknowledge that the law firm of TESCHER & SPALLINA, P.A. has represented the Company in connection with the drafting of this Agreement and the formation and structuring of the Company, and that said law firm also represents one or more of the Managers and Trustees. The Company and its Members acknowledge that they have been advised that there are material income tax consequences and economic ramifications from being a Member in the Company, that they fully understand the tax consequences and economic ramifications of a Member's investment in the Company, and that they have been encouraged to consult with separate and independent counsel to advise them on Company and Member issues including this Agreement and the formation of the Company. The Company and the Members hereby waive any conflicts of interest with respect to the foregoing law firm's representation of the Company and the afore described Members and owners of interests in entity Members, in connection with the services set forth in this Section.

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IN WITNESS WHEREOF, the parties hereto have caused their signatures to be set forth below on the day and year first above written.

Witnesses:

Raven Bass

Elvira M. Lynch

COMPANY:

BERNSTEIN FAMILY REALTY, LLC, a Florida limited liability company

By: _____
SIMON BERNSTEIN, Manager

MEMBERS:

DANIEL BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006

STANFORD TRUST COMPANY, Trustee

By: _____
LOUIS B. FOURNER, PRESIDENT
Name Title

JAKE BERNSTEIN IRREVOCABLE TRUST
dated September 7, 2006

STANFORD TRUST COMPANY, Trustee

By: _____
LOUIS B. FOURNET, PRESIDENT
Name Title

Raven Bass
Elvira M. Lynch

JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006

STANFORD TRUST COMPANY, Trustee

By: _____
LOUIS B. FOURNET, President
Name Title

Raven Bass
Elvira M. Lynch

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BERNSTEIN FAMILY REALTY, LLC

OPERATING AGREEMENT

EXHIBIT A

Member(s)	Percentage Interest*	Capital Contributions
DANIEL BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006	33.34%	$33.34
JAKE BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006	33.33%	$33.33
JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006	33.33%	$33.33

The addresses of all of the Members is 950 Peninsula Corporate Circle, Suite 3010, Boca Raton, Florida 33487.

*proportionate to capital accounts of Members

AGREEMENT OF LIMITED PARTNERSHIP OF BERNSTEIN FAMILY INVESTMENTS, LLLP

AGREEMENT OF LIMITED PARTNERSHIP OF BERNSTEIN FAMILY INVESTMENTS, LLLP

This is an Agreement of Limited Partnership ("Agreement") dated this 20 day of May, 2008, by and between BERNSTEIN HOLDINGS, LLC, a Florida limited liability company (the "General Partner"); and SIMON L. BERNSTEIN, Trustee of the SIMON L. BERNSTEIN TRUST AGREEMENT dated May 20, 2008 and SHIRLEY BERNSTEIN, Trustee of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008, together with any individual, partnership, corporation, trust, estate or other entity subsequently admitted as Limited Partners, referred to as the "Limited Partners," and individually as a "Limited Partner". The General Partner and the Limited Partners are herein sometimes referred to individually as a "Partner" and collectively as "Partners."

The parties agree as follows:

1. Formation. BERNSTEIN FAMILY INVESTMENTS, LLLP, a limited partnership under the Revised Uniform Limited Partnership Act of Florida ("Act"), became effective on February 15, 2008, the date of filing of the Certificate of Limited Partnership with the Florida Secretary of State by the General Partner. Except as otherwise provided in this Agreement, the Act shall govern the rights and liabilities of the Partners. The limited partnership has elected to be a Florida limited liability limited partnership.

2. Name. The name of the Partnership is BERNSTEIN FAMILY INVESTMENTS, LLLP. The General Partner may, in its discretion, change the name of the Partnership and adopt such trade or fictitious names as it may deem appropriate.

3. Definitions. In this Agreement, the following terms have the following meanings unless the context otherwise requires:

3.1 "Act" means the Revised Uniform Limited Partnership Act of Florida, as amended from time to time.

3.2 "Adjusted Capital Account Deficit" means, with respect to any Partner, the deficit balance, if any, in such Partner's Capital Account as of the end of the relevant fiscal year, after giving effect to the following adjustments:

3.2.1 Credit to such Capital Account any amounts which such Partner is obligated to restore (pursuant to the terms of such Partner's promissory note or otherwise) or is deemed to be obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5); and

3.2.2 Debit to such Capital Account the items described in Sections 1.704--1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), and 1.704-1(b)(2)(ii)(d)(6) of the Regulations.

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Section 1.704-1(b)(2)(ii)(d) of the Regulations and shall be interpreted consistently therewith.

3.3 "Aggregate Capital Contribution" means the net fair market value of all contributions made to the capital of the Partnership by a Partner pursuant to Section 7.

3.4 "Agreement" means this Agreement of Limited Partnership, as it may be amended from time to time.

3.5 "Capital Account" means, with respect to any Partner, the Capital Account maintained for such Partner in accordance with the following provisions:

3.5.1 To each Partner's Capital Account there shall be credited such Partner's Capital Contributions, such Partner's distributive share of Profits and any items in the nature of income or gain which are specially allocated pursuant to Section 9.3 or Section 9.4 hereof, and the amount of any Partnership liabilities assumed by such Partner or which are secured by any Partnership Property distributed to such Partner.

3.5.2 To each Partner's Capital Account there shall be debited the amount of cash and the Gross Asset Value of any Partnership Property distributed to such Partner pursuant to any provision of this Agreement, such Partner's distributive share of Losses and any items in the nature of expenses or losses which are specially allocated pursuant to Section 9.3 or Section 9.4 hereof, and the amount of any liabilities of such Partner assumed by the Partnership or which are secured by any property contributed by such Partner to the Partnership.

3.5.3 In the event all or a portion of an Interest in the Partnership is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred Interest.

3.5.4 In determining the amount of any liability for purposes of Sections 3.5.1, and 3.5.2 hereof, there shall be taken into account Code Section 752(c) and any other applicable provisions of the Code and Regulations.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Regulations Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such Regulations. In the event the General Partner shall determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto (including, without limitation, debits or credits relating to liabilities that are secured by contributed or distributed property or that are assumed by the Partnership, the General Partner, or Partners), are computed in order to comply with such Regulations, the General Partner may make such modification, provided that it is not likely to have a material effect on the amounts distributable to a Partner pursuant to Section 10.3 hereof upon the dissolution of the Partnership. The General Partner also

shall (i) make any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts of the Partners and the amount of Partnership capital reflected on the Partnership's balance sheet, as computed for book purposes, in accordance with Regulations Section 1.704-1(b)(2)(iv)(g), and (ii) make any appropriate modifications in the event unanticipated events (for example, the acquisition by the Partnership of oil or gas properties) might otherwise cause this Agreement not to comply with Regulations Section 1.704-1(b).

3.6 "Capital Contributions" means, with respect to a Partner, the amount of money and the initial Gross Asset Value of any property (other than money) contributed to the Partnership with respect to the Partnership Interest held by such Partner. The principal amount of a promissory note which is not readily traded on an established securities market and which is contributed to the Partnership by the maker of the note (or a person related to the maker of the note within the meaning of Regulations Section 1.704-1(b)(2)(ii)(c)) shall not be included in the Capital Account of any Partner until the Partnership makes a taxable disposition of the note or until (and to the extent) principal payments are made on the note, all in accordance with Regulations Section 1.704-1(b)(2)(iv)(d)(2).

3.7 "Certificate" means the certificate of limited partnership required by the Act to be filed with the Department of State of Florida, as it may be amended from time to time.

3.8 "Code" means the Internal Revenue Code of 1986, as amended, or subsequent revenue laws.

3.9 "Depreciation" means, for each Fiscal Year, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable with respect to an asset for such Fiscal Year, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such Fiscal Year, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such Fiscal Year bears to such beginning adjusted tax basis; provided, however, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such Fiscal Year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the General Partner.

3.10 "Event of Withdrawal" means an event described as such in Fla.Stats.§620.1603, or successor provision thereto.

3.11 "Fiscal Year" means (i) the period commencing on the effective date of this Agreement and ending on the last day of the Partnership's taxable year, (ii) any subsequent twelve (12) month period commencing on day after the last day of the partnership's taxable year and ending on the last day of the partnership's taxable year, or (iii) any portion of the period described in clause (ii) for which the Partnership is required to allocate Profits, Losses, and other items of Partnership income, gain, loss, or deduction pursuant to Section 9 hereof.

3.12 "General Partner" means BERNSTEIN HOLDINGS, LLC, and its successors as provided herein.

3.13 "Gross Asset Value" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

3.13.1 The initial Gross Asset Value of any asset contributed by a Partner to the Partnership shall be the gross fair market value of such asset, as determined by the contributing Partner and the General Partner, provided that, if the contributing Partner is a General Partner, the determination of the fair market value of a contributed asset shall be determined by appraisal;

3.13.2 The Gross Asset Values of all Partnership assets shall be adjusted to equal their respective gross fair market values, as determined by the General Partner, as of the following times: (a) the acquisition of an additional Interest in the Partnership by any new or existing Partner in exchange for more than a de *minimis* Capital Contribution; (b) the distribution by the Partnership to a General Partner or Partner of more than a *de minimis* amount of Partnership Property as consideration for an Interest in the Partnership; and (c) the liquidation of the Partnership within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g): provided, however, that the adjustments pursuant to clauses (a) and (b) above shall be made only if the General Partner reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the General Partner and Partners in the Partnership;

3.13.3 The Gross Asset Value of any Partnership asset distributed to a Partner shall be adjusted to equal the gross fair market value of such asset on the date of distribution as determined by the distributee and the General Partner, provided that, if the distributee is a General Partner, the determination of the fair market value of the distributed asset shall be determined by appraisal; and

3.13.4 The Gross Asset Values of Partnership assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulations Section 1.704-1(b)(2)(iv)(m) and Sections 3.26.6 and 9.3.7 hereof; provided, however, that Gross Asset Values shall not be adjusted pursuant to this Section 3.13.4 to the extent the General Partner determiners that an adjustment pursuant to Section 3.13.2 hereof is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this Section 3.13.4.

If the Gross Asset Value of an asset has been determined or adjusted pursuant to Section 3.13.1, Section 3.13.2, or Section 3.13.4 hereof, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

3.14 "Involuntary Transfer" means any involuntary sale, transfer, encumbrance or other disposition, by or in which any Partner or assignee of a Partnership Interest shall be deprived or divested of any right, title or interest in or to any Partnership Interest, or portion thereof, to any Person or governmental entity other than a Partner, including, without limitation, (i) any sale in connection with the execution of a judgment pursuant to court order, (ii) a transfer or sale in connection with a bankruptcy or a transfer or sale by a receiver, (iii) any transfer to a judgment creditor pursuant to court

order, (iv) any transfer in connection with a reorganization, insolvency or similar proceeding, (v) any transfer to a public officer or agency pursuant to any abandoned property or escheat law, or (vi) any transfer to the spouse or former spouse of a Partner or assignee of a Partnership Interest as the result of or incident to any dissolution of marriage, marital separation, or similar event (notwithstanding such transfer is pursuant to a marital or property settlement agreement).

3.15 "Limited Partners" means those Persons identified on the Signature Pages of this Agreement as limited partners and all other Persons who shall be admitted to the Partnership as Substitute Limited Partners as provided in this Agreement and no other Person.

3.16 "Net Cash From Operations" means the gross cash proceeds from Partnership operations (including sales and dispositions in the ordinary course of business) less the portion thereof used to pay or establish reserves for all Partnership expenses, debt payments, capital improvements, replacements, and contingencies, all as determined by the General Partner. "Net Cash From Operations" shall not be reduced by depreciation, amortization, cost recovery deductions, or similar allowances, but shall be increased by any reductions of reserves previously established pursuant to the first sentence of this Section 3.16 and Section 3.17 hereof. Net Cash from Operations shall include income-type items derived from Partnership investment assets (*e.g.*, dividends, interest, and partnership operating distributions).

3.17 "Net Cash From Sales or Refinancings" means the net cash proceeds from all sales and other dispositions (other than in the ordinary course of business) and all refinancings of Property, from any insurance payments or damage recoveries, other than under policies commonly referred to as a rent insurance paid to the Partnership in respect of its capital assets, and from any exercise by a governmental authority of any right of eminent domain, condemnation or similar right or power with respect to the capital assets of the Partnership, less any portion thereof used to establish reserves, all as determined by the General Partner. "Net Cash From Sales or Refinancings" shall include all principal and interest payments with respect to any note or other obligation received by the Partnership in connection with sales and other dispositions (other than in the ordinary course of business) of Partnership Property.

3.18 "Partner Nonrecourse Debt" has the meaning set forth in Section 1.704-2(b)(4) of the Regulations.

3.19 "Partner Nonrecourse Debt Minimum Gain" means an amount, with respect to each Partner Nonrecourse Debt, equal to the Partnership Minimum Gain that would result if such Partner Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Section 1.704-2(i)(3) of the Regulations.

3.20 "Partner Nonrecourse Deductions" has the meaning set forth in Sections 1.704-2(i)(1) and 1.704-2(i)(2) of the Regulations.

3.21 "Partners" means collectively the General Partner and all Limited Partners.

3.22 "Partnership" means BERNSTEIN FAMILY INVESTMENTS, LLLP.

3.23 "Partnership Interest" means a Partner's percentage interest in the profits, losses, and property of the Partnership, which percentage is to be determined in accordance with the relative contributions to the capital of the Partnership as made by the Partner and the other Partners from time to time.

3.24 "Partnership Minimum Gain" has the meaning set forth in Sections 1.704-2(b)(2) and 1.704-2(d).

3.25 "Person" means an individual, corporation, partnership, association, trust, estate or any other entity.

3.26 "Profits" and "Losses" means, for each Fiscal Year, an amount equal to the Partnership's taxable income or loss for such year or period, determined in accordance with Code Section 703(a)(for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

3.26.1 Any income of the Partnership that is exempt from federal income tax and not otherwise taken into account in computing Profits and Losses pursuant to this Section 3.26 shall be added to such taxable income or loss;

3.26.2 Any expenditures of the Partnership described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses pursuant to this Section 3.26 shall be subtracted from such taxable income or loss;

3.26.3 In the event the Gross Asset Value of any Partnership asset is adjusted pursuant to Section 3.13.2 or Section 3.13.3 hereof, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits or Losses;

3.26.4 Gain or loss resulting from any disposition of Partnership Property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value;

3.26.5 In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such fiscal year or other period, computed in accordance with Section 3.9 hereof;

3.26.6 To the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Code Section 734(b) or Code Section 743(b) is required pursuant to Regulations Section 1.704-1(b)(2)(iv*)(m)(4)* to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Partner's Interest in the Partnership, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss

(if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Profits or Losses;

3.26.7 Notwithstanding any other provision of this Section 3.26, any items which are specially allocated pursuant to Section 9.3 or Section 9.4 hereof shall not be taken into account in computing Profits or Losses.

The amounts of the items of Partnership income, gain, loss, or deduction available to be specially allocated pursuant to Sections 9.3 or Section 9.4 hereof shall be determined by applying rules analogous to those set forth in Sections 3.26.1 through 3.26.6 above.

3.27 "Property" means the property described in Exhibit "A", and such other property as the Partners shall agree to submit to Partnership ownership.

3.28 "Regulatory Allocations" has the meaning set forth in Section 9.4 hereof.

3.29 "Special Limited Partners" has the meaning set forth in Section 16.5.2.

3.30 "Substitute Limited Partners" means Persons who have acquired Partnership Interests from Limited Partners and who have been substituted for such Limited Partners as provided in this Agreement. Solely for purposes of determining those Persons who are entitled to distributions and allocations under Sections 9 and 10, "Substitute Limited Partners" means Persons who have acquired Partnership Interests from Limited Partners and Special Limited Partners and their assignees, whether or not such Persons have been substituted as provided herein.

3.31 "Transfer" means the mortgage, pledge, hypothecation, transfer, gift, bequest, sale, assignment or other disposition of any part or all or any Partnership Interest including a general partnership interest in the Partnership, whether voluntarily, by operation of law or otherwise.

4. Principal Place of Business and Recordkeeping Office and Agent for Service of Process. The principal place of business and recordkeeping of the Partnership is at BERNSTEIN FAMILY INVESTMENTS, LLLP, 950 Peninsula Corporate Circle, Suite 310, Boca Raton, Florida 33487, or at such other location as the General Partner, in its discretion, may determine. DONALD R. TESCHER shall act as agent for service of process on the Partnership.

5. Term. The Partnership shall continue until December 31, 2058, unless sooner terminated as provided in Section 18.

6. Business and Purposes. The purpose and business of the Partnership shall be the ownership, investment, management and control of the Property and other investment properties (including, without limitation, investments in real property, loans, business enterprises, marketable securities, either directly or through interests in corporations, limited partnerships, limited liability companies, and other entities), to provide a means for the BERNSTEIN family to own investment property and preserve its assets, and

to conduct such other activities as may be necessary or appropriate to promote such business and purposes, it being agreed that each of the foregoing is an ordinary part of the Partnership's business. In addition to the foregoing, or as part thereof, the Partnership shall accomplish among other things the following: (a) maintain control over BERNSTEIN family assets contributed to it, (b) consolidate fractional interests in BERNSTEIN family assets, (c) seek to increase BERNSTEIN family wealth, (d) establish a method by which gifts can be made without fractionalizing BERNSTEIN family assets, (e) provide protection to BERNSTEIN family assets from future claims against members of the families, (f) facilitate the administration and reduce the costs associated with the disability or probate of the estate of members of the BERNSTEIN family, (g) provide a mechanism to resolve BERNSTEIN family disputes, and (h) if applicable, hold restricted securities until such securities become unrestricted and free of underwriting limitations of the Securities and Exchange Commission. The Partnership shall not engage in any other business without the prior consent of Limited Partners owning (in the aggregate) at least eighty (80%) percent of the limited partnership Interests owned by the Limited Partners.

7. Capital Contributions and Capital Accounts.

7.1 Contribution of General Partners. The General Partner shall, as soon as practicable after the execution of this Agreement, contribute to the Partnership the cash and property set forth on Schedule "A" attached hereto and made a part hereof. The value of said capital contribution shall be allocated to the capital account of the General Partner. In addition, the General Partner shall contribute its efforts as managing partner.

7.2 Contribution of Limited Partners. The Limited Partners shall contribute to the Partnership the cash and property set forth on Schedule "A" attached hereto and made a part hereof. The value of each such contribution shall be allocated to the respective capital accounts of the Limited Partners as reflected on Schedule "A."

7.3 Withdrawal of Capital. Except as specifically provided in this Agreement, no Partner shall be entitled to withdraw any part of his capital account or to receive any distribution from the Partnership, and no Partner shall be required to make any additional capital contribution to the Partnership.

7.4 Partner's Loans. Loans by any Partner to the Partnership shall not be considered contributions to the capital of the Partnership and shall not increase the capital account of the lending Partner.

7.5 Interest on Capital Contribution. No interest shall be paid on any capital contributed to the Partnership.

8. Compensation and Expenses of General Partner.

8.1 Compensation and Reimbursement. The Partnership shall pay to the General Partner or its affiliates reasonable fees as compensation for services and reimbursement for sums advanced. The Partnership is authorized to enter into business agreements, contracts, and other transactions with the

General Partner or its affiliates and is authorized to pay fees, commissions or other consideration to the General Partner, or its affiliates on an arms length basis, including without limitation, real estate brokerage commissions, development fees, insurance premiums, rent, property management fees, leasing commissions and mortgage brokerage fees.

8.2 Expenses. The General Partner may charge the Partnership for any reasonable expenses actually incurred by it in connection with the Partnership's business and all allocable portions of expenses incurred in connection with both Partnership and other activities, such allocation to be determined on any equitable basis selected by the General Partner consistent with generally accepted accounting principles. Such expenses shall include, but are not limited to, payment of fees and expenses to attorneys, accountants, property managers and property management companies and other consultants.

9. Allocations of Profit and Loss, Cash Distributions.

9.1 Allocations of Profits. After giving effect to the special allocations set forth in Sections 9.3 and 9.4 hereof, Profits for any Fiscal Year shall be allocated in the following order and priority:

9.1.1 First, to the Partners in an amount equal and in proportion to the excess, if any, of the cumulative Losses allocated to the Partners pursuant to Section 9.2.2 hereof for the current and all prior Fiscal Years, reduced by the cumulative Profits allocated to the Partners pursuant to this Section 9.1.1 hereof for the current and all prior Fiscal Years;

9.1.2 The balance, if any, pro-rata to the Partners or in proportion to their Partnership Interests.

9.2 Allocation of Losses. After giving effect to the special allocations set forth in Sections 9.3 and 9.4, Losses for any Fiscal Year shall be allocated as set forth in Section 9.2.1 below, subject to the limitations in Section 9.2.2 below.

9.2.1 To the Partners in proportion to their Partnership Interests.

9.2.2 The Losses allocated pursuant to Section 9.2.1 hereof shall not exceed the maximum amount of Losses that can be so allocated without causing any Partner who is not a General Partner to have an Adjusted Capital Account Deficit at the end of any Fiscal Year. In the event some but not all of the Partners who are not General Partners would have Adjusted Capital Account Deficits as a consequence of an allocation of Losses pursuant to Section 9.2.1, the limitation set forth in this Section 9.2.2 shall be applied on a Partner by Partner basis so as to allocate the maximum permissible Losses to each Partner who is not a General Partner under Section 1.704-1(b)(2)(ii)(d) of the Regulations. All Losses in excess of the limitation previously set forth in this Section 9.2.2 shall be allocated to the General Partner.

9.3 Special Allocations. The following special allocations shall be made in the following order:

9.3.1 Minimum Gain Chargeback. Except as otherwise provided in Section 1.704-2(f) of the Regulations, notwithstanding any other provision of this Section 9, if there is a net decrease in Partnership Minimum Gain during any Partnership Fiscal Year, each Partner shall be specially allocated items of Partnership income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Partner's share of the net decrease in Partnership Minimum Gain, determined in accordance with Regulations Section 1.704-2(g). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Partner pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(f)(6) and 1.704-2(j)(2) of the Regulations. This Section 9.3.1 is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(f) of the Regulations and shall be interpreted consistently therewith.

9.3.2 Partner Minimum Gain Chargeback. Except as otherwise provided in Section 1.704-2(i)(4) of the Regulations, notwithstanding any other provision of this Section 9, if there is a net decrease in Partner Nonrecourse Debt Minimum Gain attributable to a Partner Nonrecourse Debt during any Partnership Fiscal Year, each Partner who has a share of the Partner Nonrecourse Debt Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Section 1.704-2(i)(5) of the Regulations, shall be specially allocated items of Partnership income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Partner's share of the net decrease in Partner Nonrecourse Debt Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Regulations Section 1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Partner pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(i)(4) and 1.704-2(j)(2) of the Regulations. This Section 9.3.2 is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(i)(4) of the Regulations and shall be interpreted consistently therewith.

9.3.3 Qualified Income Offset. In the event any Partner who is not a General Partner unexpectedly receives any adjustments, allocations, or distributions described in Regulations Section 1.704-1(b)(2)(ii)(d)(4), Regulations Section 1.7041(b)(2)(ii)(d)(5), or Regulations Section 1.704-1(b)(2)(ii)(d)(6), items of Partnership income and gain shall be specially allocated to each such Partner in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the Adjusted Capital Account Deficit of such Partner as quickly as possible, provided that an allocation pursuant to this Section 9.3.3 shall be made if and only to the extent that such Partner would have an Adjusted Capital Account Deficit after all other allocations provided for in this Section 9 have been tentatively made as if this Section 9.3.3 were not in the Agreement.

9.3.4 Gross Income Allocation. In the event any Partner who is not a General Partner has a deficit Capital Account at the end of any Partnership Fiscal Year which is in excess of the sum of (i) the amount such Partner is obligated to restore (pursuant to the terms of such Partner's promissory note or otherwise), and (ii) the amount such Partner is deemed to be obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5), each such Partner shall be specially allocated items of Partnership income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Section 9.3.4 shall be made if and only to the extent

that such Partner would have a deficit Capital Account in excess of such sum after all other allocations provided for in this Section 9 have been tentatively made as if this Section 9.3.4 and Section 9.3.3 hereof were not in the Agreement.

9.3.5 Nonrecourse Deductions. Nonrecourse Deductions for any Fiscal Year shall be specially allocated to the Limited Partners.

9.3.6 Partner Nonrecourse Deductions. Any Partner Nonrecourse Deductions for any Fiscal Year shall be specially allocated to the General Partner or Partner who bears the economic risk of loss with respect to the Partner Nonrecourse Debt to which such Partner Nonrecourse Deductions are attributable in accordance with Regulations Section 1.704-2(i)(1).

9.3.7 Section 754 Adjustment. To the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Regulations Section 1.704-1(b)(2)(iv)*(m)(2)* or Regulations Section 1.704-1(b)(2)(iv)*(m)(4)*, to be taken into account in determining Capital Accounts as the result of a distribution to a General Partner or Partner in complete liquidation of his Interest in the Partnership, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the General Partner and the Partners in accordance with their Interests in the Partnership in the event that Regulations Section 1.704-1(b)(2)(iv)*(m)(2)* applies, or to the Partners to whom such distribution was made in the event that Regulations Section 1.704-1(b)(2)(iv)*(m)(4)* applies.

9.3.8 Allocations Relating to Taxable Issuance of Partnership Interests. Any income, gain, loss, or deduction realized as a direct or indirect result of the issuance of an Interest in the Partnership by the Partnership to a Partner (the "Issuance Items") shall be allocated among the Partners so that, to the extent possible, the net amount of such Issuance Items, together with all other allocations under this Agreement to each Partner, shall be equal to the net amount that would have been allocated to each such Partner if the Issuance Items had not been realized.

9.4 Curative Allocations. The allocations set forth in Sections 9.2.2, 9.3.1, 9.3.2, 9.3.3, 9.3.4, 9.3.5, 9.3.6 and 9.3.7 hereof (the "Regulatory Allocations") are intended to comply with certain requirements of the Regulations. It is the intent of the Partners that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of Partnership income, gain, loss, or deduction pursuant to this Section 9.4. Therefore, notwithstanding any other provision of this Section 9 (other than the Regulatory Allocations), the General Partner shall make such offsetting special allocations of Partnership income, gain, loss, or deduction in whatever manner it determines appropriate so that, after such offsetting allocations are made, each Partner's Capital Account balance is, to the extent possible, equal to the Capital Account balance such General Partner or Partner would have had if the Regulatory Allocations were not part of the Agreement and all Partnership items were allocated pursuant to Sections 9.1, 9.2.1, 9.3.8, and 9.5. In exercising its discretion under this Section 9.4, the General Partner shall take into account future Regulatory Allocations under Sections 9.3.1 and 9.3.2 that, although not yet made, are likely to offset other Regulatory Allocations previously made under Sections 9.3.5 and 9.3.6.

9.5 Other Allocation Rules.

9.5.1 Generally, unless otherwise explicitly provided, all Profits and Losses allocated to the Partners shall be allocated among them in proportion to the Partnership Interest held by each. In the event additional Limited Partners are admitted to the Partnership on different dates during any Fiscal Year, the Profits (or Losses) allocated to the Partners for each such Fiscal Year shall be allocated among the Partners in proportion to the Partnership Interest each holds from time to time during such Fiscal Year in accordance with Code Section 706, using any convention permitted by law and selected by the General Partner.

9.5.2 The Partners are aware of the income tax consequences of the allocations made by this Section 9 and hereby agree to be bound by the provisions of this Section 9 in reporting their shares of Partnership income and loss for income tax purposes.

9.5.3 Solely for purposes of determining a General Partner's or Partner's proportionate share of the "excess nonrecourse liabilities" of the Partnership within the meaning of Regulations Section 1.752-3(a)(3), the Partner's Interests in Partnership profits are as follows: Limited Partners one hundred percent (100%) (in proportion to their Partnership Interests).

9.5.4 To the extent permitted by Sections 1.704-2(h)(3) of the Regulations, the General Partner shall endeavor to treat distributions of Net Cash From Operations or Net Cash From Sales or Refinancings as having been made from the proceeds of a Nonrecourse Liability or a Partner Nonrecourse Debt only to the extent that such distributions would cause or increase an Adjusted Capital Account Deficit for any Partner who is not a General Partner.

9.6 Tax Allocations: Code Section 704(c). In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Partnership shall, solely for tax purposes, be allocated among the General Partner and Partners so as to take account of any variation between the adjusted basis of such property to the Partnership for federal income tax purposes and its initial Gross Asset Value (computed in accordance with Section 3.13.1 hereof). In the event the Gross Asset Value of any Partnership asset is adjusted pursuant to Section 3.13.2 hereof, subsequent allocations of income, gain, loss, and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Regulations thereunder. Any elections or other decisions relating to such allocations shall be made by the General Partner in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Section 9.6 are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Partner's Capital Account or share of Profits, Losses, other items, or distributions pursuant to any provision of this Agreement.

10. Distributions.

10.1 Net Cash From Operations. Except as otherwise provided in Section 10.3 hereof, Net Cash From Operations not needed in the General Partner's determination for the reasonable needs of the Partnership business, shall be distributed to the Partners in proportion to their respective Partnership Interests.

To the extent such cash is comprised in whole or in part of nonrental income-type items derived from Partnership passive investment assets (*e.g.*, dividends, interest, and partnership operating distributions), reinvestments of such proceeds in other investment assets shall constitute expenditures for the reasonable needs of the business in the determination of the General Partner.

10.2 Net Cash From Sales or Refinancings. Except as otherwise provided in Section 10.3 hereof, Net Cash From Sales or Refinancings not needed in the General Partner's determination for the reasonable needs of the Partnership business, shall be distributed in the following order and priority:

10.2.1 First, proportionally to the Partners until their aggregate Capital Account balances are reduced to zero; and

10.2.2 thereafter, to the Partners in proportion to their Partnership Interests.

To the extent such cash is comprised in whole or in part of cash from the sale of Partnership non-real property passive investment assets (*e.g.*, marketable securities), reinvestments of such proceeds in other investment assets shall constitute expenditures for the reasonable needs of the business in the determination of the General Partner.

10.3 Liquidating Distributions. Notwithstanding the distribution provisions, liquidating distributions of the partnership, including all distributions made pursuant to a liquidation described in Regulations Section 1.704-1(b)(2)(ii)*(g)*, shall be distributed as follows:

10.3.1 First, to the payment and discharge of all of the Partnership's debts and liabilities to creditors other than the General Partners;

10.3.2 Second, to the payment and discharge of all of the Partnership's debts and liabilities to General Partners; and

10.3.3 The balance, if any, proportionally to the Partners until their aggregate Capital Account balances are reduced to zero; and

10.3.4 thereafter, to the Partners in proportion to their Partnership Interests.

The foregoing liquidating distributions are intended to be made in compliance with Regulations Section 1.704-1(b)(2)(ii)(b)(2) and subsequent to a revaluation of Partnership property and corresponding adjustment of Capital Accounts under Treas.Regs. §1.704-1(b)(2)(iv)(f). If any General Partner's Capital Account has a deficit balance (after giving effect to all contributions, distributions, and allocations for all Fiscal Years, including the Fiscal Year during which such liquidation occurs), such General Partner

shall contribute to the capital of the Partnership the amount necessary to restore such deficit balance to zero in compliance with Regulations Section 1.704-1(b)(2)(ii)(b)(3). If any Limited Partner who is not a General Partner has a deficit balance in his Capital Account (after giving effect to all contributions, distributions, and allocations for all Fiscal Years, including the Fiscal Year during which such liquidation occurs), such Limited Partner shall have no obligation to make any contribution to the capital of the Partnership with respect to such deficit, and such deficit shall not be considered a debt owed to the Partnership or to any other Person for any purpose whatsoever. In the discretion of the General Partner, a pro rata portion of the distributions that would otherwise be made to the General Partner and Limited Partners pursuant to this subsection may be (a) distributed to a trust established for the benefit of the General Partner and Limited Partners for the purposes of liquidating Partnership assets, collecting amounts owed to the Partnership, and paying any contingent or unforseen liabilities or obligations of the Partnership or of the General Partner arising out of or in connection with the Partnership. The assets of any such trust shall be distributed to the General Partner and Limited Partners from time to time, in the reasonable discretion of the General Partner, in the same proportions as the amount distributed to such trust by the Partnership would otherwise have been distributed to the General Partner and Limited Partners pursuant to this Subsection 10.3; or (b) withheld to provide a reasonable reserve for Partnership liabilities (contingent or otherwise) and to reflect the unrealized portion of any installment obligations owed to the Partnership, provided that such withheld amounts shall be distributed to the Partners as soon as practicable.

10.4 Division Among Partners. Except as otherwise provided above, all distributions to the Partners pursuant to this Section 10 shall be divided among them in proportion to the Partnership Interest held by each.

10.5 Amounts Withheld. All amounts withheld pursuant to the Code or any provision of any state or local tax law with respect to any payment, distribution, or allocation to the Partnership, the General Partner, or the Partners shall be treated as amounts distributed to the General Partner and the Partners pursuant to this Section 10 for all purposes under this Agreement. The General Partner is authorized to withhold from distributions, or with respect to allocations, to the General Partner and Partners and to pay over to any federal, state, or local government any amounts required to be so withheld pursuant to the Code or any provisions of any other federal, state, or local law and shall allocate such amounts to the General Partner and Partners with respect to which such amount was withheld.

10.6 Special Tax Elections. At the written request of any Partner the Partnership shall make an election pursuant to Section 754 of the Code upon a distribution of property described in Code Section 734 or a transfer described in Code Section 743 of a Partnership Interest in accordance with this Agreement. Each Partner shall, upon request, supply the General Partner with the information necessary to make such election.

10.7 General Elections and Limitations. The General Partner is authorized, in its sole discretion, to make any other elections required or permitted with respect to Federal or state taxes in any Partnership tax return; provided, however, no election shall be made by either the Partnership or the Partners to be excluded from the application of the provisions of Subchapter K, Chapter I of Subtitle A of the Code or from any similar provisions of any state tax laws.

10.8 Distribution in Kind. If any assets of the Partnership are distributed in kind, such assets shall be distributed to the Partners entitled to participate in the distribution as tenants-in-common in the same proportions as such Partners would have been entitled to cash distributions.

10.9 Rights of Partners to Property. No Partner shall have the right to withdraw or reduce his capital contribution to the Partnership except as a result of the dissolution of the Partnership or as otherwise provided by law. No Partner shall be entitled to demand and receive property other than cash in return for his capital contribution to the Partnership, and, to the maximum extent permissible under applicable law, each Partner hereby waives all right to partition the Partnership Property.

10.10 Priorities of Limited Partners. No Limited Partner shall have any priority over any other Limited Partner as to the return of his contribution to the capital of the Partnership or as to compensation by way of income.

10.11 Minimum Interest of General Partner. Notwithstanding the allocations contained in these Sections 9 and 10, it is the intent of this Agreement that in no event shall the General Partner be allocated less than 1% of Profits, Losses, Net Cash from Operations or Net Cash From Sales or Refinancings allocated to the Partners.

11. Rights, Duties and Powers of the General Partner and Limited Partners.

11.1 Management. The General Partner shall be solely responsible for the management of and shall use its best efforts to manage and control the Partnership business with all rights and powers generally conferred by law or necessary, advisable or consistent with such responsibility.

11.2 Rights. In addition to any other rights and powers which it may possess, the General Partner shall have all specific rights and powers required or appropriate to the management of the Partnership business which, by way of illustration, but not by way of limitation, shall include the right and power:

11.2.1 To evaluate, select, negotiate for, acquire, purchase, operate, hold, trade, sell, exchange, convey or lease the Partnership Property, and any real property which is or may become a part of the Partnership property, as well as personal or other property connected with it, and except as may be limited by this Agreement to acquire or grant options for the purchase or sale of or sell the Partnership property from or to any Person, including, without limitation, the General Partner for such price, cash or otherwise, and upon such terms as the General Partner in its sole discretion deems to be in the best interests of the Partnership.

11.2.2 To manage, develop, improve, maintain and service Partnership properties; to form corporations or acquire shares of stock in corporations to carry out any of the purposes of the Partnership and to acquire title to property in the name of such corporations and to guarantee or otherwise secure the obligations of such corporations in furtherance of Partnership purposes.

11.2.3 To borrow and lend money and, if security is required for a borrowing, to mortgage or subject to any other security device any portion of the property of the Partnership, to execute replacements of any mortgage or other security device, and to prepay, in whole or in part, refinance, increase, modify and consolidate such indebtedness as determined in their discretion to be in the best interest of the Partnership.

11.2.4 To place of record, title to, or the right to use, Partnership assets in the name or names of a nominee or nominees, including, but not limited to, the General Partner, or a land trustee, for any purpose convenient or beneficial to the Partnership.

11.2.5 To acquire and to enter into any contract of liability and other insurance which the General Partner deems necessary and proper for the protection of the Partners and Partnership, for the conservation of its assets or for any purpose convenient or beneficial to the Partnership.

11.2.6 To employ from time to time persons, firms or corporations for the operation and management of the Partnership business, including, but not limited to, attorneys, accountants, advisors, administrators, property managers and personnel, managing and supervising agents, construction, maintenance and repair contractors, independent contractors furnishing full service components, architects, land planners, financial consultants, engineers, insurance brokers, real estate brokers and loan brokers on such terms and for such compensation as the General Partner may determine. The General Partner is hereby specifically authorized in its sole discretion to employ the General Partner as provided in, and subject to, the provisions of this Agreement. Compensation connected with any such employment shall be an expense of the Partnership.

11.2.7 To make elections under the tax laws of the United States or any state as to the treatment of Partnership income, gain, loss, deduction and credit, and as to all other relevant matters.

11.2.8 To determine the Profits, Losses, Net Cash from Operations and Net Cash From Sales or Refinancings of the Partnership for any period and from any transaction.

11.2.9 To transfer all or part of the real or personal property belonging to the Partnership to one or more general or limited partnerships or corporations in exchange for partnership interests or shares of stock which the Partnership may hold or distribute among the Partners in accordance with their respective Interests in the Partnership.

11.2.10 To perform any and all other acts or activities customary or incidental to the Partnership purposes and businesses.

11.2.11 Adjust Partner Capital Account balances to reflect a revaluation of Partnership property on the books of the Partnership in accordance with and as permitted by the provisions of Treas.Regs. §1.704-1(b)(2)(iv)(f).

11.3 Certain Limitations. The General Partner shall have all of the rights and powers and be subject to all of the restrictions and liabilities of a partner in a partnership without limited partners,

except that without the written consent of all of the Limited Partners as provided in this Agreement, or as otherwise provided by law, the General Partner shall not have authority to do any of the following:

11.3.1 Any act in contravention of the Certificate or this Agreement.

11.3.2 Confess a judgment against the Partnership.

11.3.3 Possess Partnership property, or assign the rights of the Partnership in specific Partnership property, for other than a Partnership purpose.

11.3.4 Admit a Person as a General Partner, except as otherwise provided in this Agreement.

11.3.5 Admit a Person as a Limited Partner, except as otherwise provided in this Agreement.

11.3.6 Require any Limited Partner to make any contribution to the capital of the Partnership not provided in Section 7.

11.4 Other Interests. Any of the Partners and any affiliates of the Partners, or any shareholder or any other Person holding a legal or beneficial interest in an entity which is a Partner or an affiliate of the General Partner, may engage in or possess an interest in other business ventures which may be competitive with the business of, or which may transact business with, the Partnership. Neither the Partnership nor the Partners shall have any right by virtue of this Agreement in and to such independent ventures or to the income or profits derived from them.

11.5 Agreement Beyond the Partnership Term. Agreements entered into by the Partnership, including, but not limited to, security agreements, mortgages and leases, may extend for terms in excess of the term of the Partnership.

11.6 General Partner as Limited Partner. The General Partner or its affiliates may acquire and own Interests as Limited Partners, in addition to its Interest as General Partner. In addition, the General Partner may become a Limited Partner in accordance with the provisions of Section 16.5.2.

11.7 Time Devoted to Partnership Business. The General Partner shall devote only such time to the business of the Partnership as it, in its sole discretion, shall deem to be necessary to manage and supervise the Partnership business.

11.8 General Partner's Liability. The General Partner shall not be liable for the return of any portion of the Aggregate Capital Contributions of the Limited Partners.

11.9 Exculpation and Indemnification of General Partner. No General Partner shall be liable, responsible or accountable in damages or otherwise to the Partnership or any other Partner for

any act performed or failure to act by it unless such act or failure to act is attributable to willful misconduct or gross negligence. The Partnership shall indemnify and hold harmless the General Partner from and against any and all loss, damage, liability, cost or expense, including reasonable attorneys' fees, arising out of any act or failure to act by the General Partner if such act or failure to act is in good faith within the scope of this Agreement and is not attributable to willful misconduct or gross negligence. The General Partner shall indemnify and hold harmless the Partnership and the Partners for any loss, damage, liability, cost or expense (including reasonable attorneys' fees) arising out of any act or failure to act by the General Partner, where such act or failure to act is attributable to willful misconduct or gross negligence.

11.10 Tax Matters Partner. BERNSTEIN HOLDINGS, LLC, shall be the Tax Matters Partner; provided, however, if it is no longer General Partner then it shall be a successor appointed by Limited Partners owning in the aggregate 51% of the Limited Partnership Interests. The Tax Matters Partner shall notify all Partners as to the beginning of any administrative proceedings at the Partnership level with respect to Partnership items and shall further notify the Partners as to any final Partnership administrative adjustment resulting from any such proceeding. The Tax Matters Partner shall be entitled to reimbursement for all costs and expenses incurred in connection with its services to the Partnership as Tax Matters Partner, and shall be indemnified and held harmless by the Partners with respect to such services, except with respect to willful misconduct or gross negligence.

11.11 Powers of Limited Partners. The Limited Partners shall take no part in or interfere in any manner with the conduct or control of the Partnership business and shall have no right or authority to act for or to bind the Partnership. The Partnership may engage Limited Partners or persons associated with them for specific purposes and may otherwise deal with such Limited Partners on terms and for compensation to be agreed upon by any such Limited Partner and the Partnership. The exercise of any of the rights and powers of the Limited Partners pursuant to the terms of this Agreement shall not be deemed taking part in the day-to-day affairs of the Partnership or the exercise of control over Partnership affairs.

11.12 Liability of Limited Partners. A Limited Partner shall not be bound by, or personally liable for, any of the debts, contracts, liabilities, or other obligations of the Partnership or the General Partner, or for any losses of the Partnership in excess of their required capital contribution, and the liability of each Limited Partner shall be limited solely to the amount of his contribution to the capital of the Partnership required by the provisions of Section 7. Notwithstanding any of the foregoing to the contrary, and only to the extent otherwise required by applicable law, a Partner receiving a distribution in part or full return of his aggregate Capital Contribution shall be liable to the Partnership for any sum, not in excess of such amount returned plus interest, necessary to discharge the liabilities of the Partnership to creditors who extended credit or whose claims arose before such distribution, excluding liabilities of the Partnership represented by debt, the repayment of which is secured solely by the Partnership Property.

12. Loans to the Partnership. From time to time any Partner, including the General Partner, upon the request of the General Partner, may make optional loans to the Partnership or advance money on its

behalf. Such loans and advances may be in the form of direct loans, payment of sums payable by the Partnership, payments of guarantees of Partnership indebtedness or otherwise. Loans and advances under this Section shall be accounted for as loans and not as capital contributions to the Partnership. All sums loaned or advanced, together with interest on such sums, shall be deemed an obligation of indebtedness from the Partnership to the lending Partner, and such loan or advance shall bear interest at a reasonable rate agreed to by the Partnership and the lending Partner.

13. Books, Records, Reports, Bank Accounts and Tax Elections.

13.1 Books of Account. At all times during the existence of the Partnership, the General Partner shall keep, or cause to be kept, full and true books of account of the Partnership in accordance with generally accepted accounting principles. The books shall be maintained on such method of accounting, accrual or cash, as the General Partner determines in its discretion to be in the best interests of the Partnership. The books of the Partnership, together with a certified copy of the Certificate, shall be maintained at the principal place of business of the Partnership. During reasonable business hours the Limited Partners and their authorized representatives may inspect and copy the Partnership's books of account.

13.2 Financial Statements. At least annually, unaudited financial statements and an annual report of the business of the Partnership shall be prepared at the direction of the General Partner. If a Partner wishes to obtain an audited financial statement, he may cause it to be prepared, but he shall pay all fees and expenses for its preparation.

13.3 Tax Returns. In addition to the financial statement and annual report, the General Partner shall cause income tax returns for the Partnership to be prepared and filed with the appropriate authorities and the General Partner shall also cause such reports as may be required by regulatory agencies to be prepared, filed and distributed as required.

13.4 Dissemination. The General Partner shall distribute annual reports of the business of the Partnership, financial statements and income tax information to the Limited Partners as soon as is practicable after the close of each fiscal year of the Partnership.

13.5 Fiscal Year. The Partnership tax year shall be the calendar year, unless a General Partner elects another fiscal year and obtains the approval of the Internal Revenue Service to such year.

13.6 Bank Accounts. All funds of the Partnership shall be deposited in the Partnership name in such bank account or accounts as may be designated by the General Partner. Withdrawals from any such bank account or accounts shall be made upon such signature or signatures as the General Partner may designate.

14. Transfer of Limited Partnership Interest.

14.1 Method of Transfer. No Transfer of all or part of a Limited Partner's Interest may be effected except as permitted in this Section 14, and then only if a counterpart of the instrument of Transfer, executed and acknowledged by the parties to the Transfer is delivered to the Partnership. A permitted Transfer shall be effective as of the date specified in the instruments of Transfer. This Partnership is formed by those who know and trust one another, who have surrendered certain management rights (in exchange for limited liability in the case of a Limited Partner), or who have assumed management responsibility and risk (in the case of a General Partner) based upon their relationship and trust. Capital is material to the business and investment objectives of the Partnership and its federal tax status. An unauthorized Transfer of a Limited Partner's Interest could create a substantial hardship to the Partnership, jeopardize its capital base, and adversely affect its tax structure. The restrictions on Transfers set forth in this Section are not intended as a penalty, but as a method to protect and preserve existing relationships based upon trust and the Partnership's capital and its financial ability to continue.

14.2 Transfers by Limited Partners. Except as expressly provided herein, no Limited Partner may Transfer any part or all of his Interest. Notwithstanding the foregoing and without being subject to the right of first refusal provisions of Section 14.3, a Partner may Transfer all or any part of his Interest to (i) another Partner, (ii) a lineal descendant of both SIMON L. BERNSTEIN and SHIRLEY BERNSTEIN, (iii) a trust of which a majority in interest of the beneficiaries are Partners and/or lineal descendants of both SIMON L. BERNSTEIN and SHIRLEY BERNSTEIN; or (iv) to another partnership or corporation provided that a majority of the voting stock of the corporation or the general partnership interest in the case of a limited partnership or the interest in capital in a general partnership are owned and controlled by SIMON L. BERNSTEIN and/or lineal descendants of SIMON L. BERNSTEIN and SHIRLEY BERNSTEIN.

14.3 Right of First Refusal. Notwithstanding the above restrictions on Transfer of Interest, a Limited Partner may Transfer all or any part of his Interest, other than by gift or devise, pursuant to a Bona Fide offer as defined in Section 14.3.2, and in such instance the Partnership shall have a right of first refusal to purchase any Interest which any Limited Partner may wish to Transfer, on the terms and subject to the conditions set forth in Section 14.3.1 through 14.3.3:

14.3.1 In the event that any Limited Partner receives a Bona Fide Offer, as herein defined, from a third party (the "Proposed Assignee") to purchase all or any portion of his Interest and he is willing to accept such Bona Fide offer, that Limited Partner (the "Offeror-Limited Partner") shall promptly send written notice (the "Notice") to the General Partner, offering to sell his Interest to the Partnership at the same price and upon the same terms and conditions that are contained in the Bona Fide Offer. The Notice shall contain a true and complete copy of the Bona Fide Offer, the price, the portion of the Interest to be sold, and all terms and conditions and the name and addresses, both home and office, and businesses or other occupations of the Proposed Assignee.

14.3.2 As used in this Agreement, "Bona Fide Offer" means an offer in writing, signed by the Proposed Assignee, who must be a Person financially capable of carrying out the terms of the Bona Fide Offer, in a form legally enforceable against the Proposed Assignee.

14.3.3 Whenever an Offeror-Limited Partner gives the Partnership notice of a Bona Fide Offer to purchase his Interest, the following procedure shall be complied with:

14.3.3.1 For a period of ten days from its receipt of the Notice, the Partnership shall have the option to notify the Offeror-Limited Partner that it intends to purchase the Interest.

14.3.3.2 If the Partnership does not give the Offeror-Limited Partner notice within the prescribed time period that it will purchase the Interest covered by the Bona Fide Offer, the Offeror-Limited Partner shall have the right to accept the Bona Fide Offer and sell the Interest subject to the provisions and restrictions of this Agreement, but only in strict accordance with all of the terms of the Bona Fide Offer and only if the sale is fully consummated within 45 days after the mailing of the Notice. If the Interest is not sold to the Proposed Assignee pursuant to the Bona Fide Offer within that 45 day period, then, before disposing of the Interest the Offeror-Limited Partner shall again be obligated to reoffer the Interest to the Partnership pursuant to the terms of this Section.

14.3.3.3 If the Partnership exercises its option to purchase the Interest a closing shall be held within 15 days after the Partnership gives notice of its election to exercise the option to purchase. The closing shall be on the basis of the terms and other provisions of the Bona Fide Offer.

14.4 Rights of Transferees. No transferee of the Interest of any Limited Partner, including transferees described in Sections 14.2 or 14.3, shall have the right to become a Substitute Limited Partner, unless:

14.4.1 His transferor has stated such intention in the instrument of assignment.

14.4.2 The transferee has executed an instrument reasonably satisfactory to the General Partner accepting and adopting the terms and provisions of this Agreement.

14.4.3 The transferor or transferee pays to the Partnership any reasonable expenses in connection with the admission of the transferee as a Limited Partner.

14.4.4 The transferor and transferee furnish the Partnership with the transferee's tax identification number, sufficient information to determine the transferee's initial tax basis in the Interest transferred, and any other information reasonably necessary to permit the Partnership to file all required federal and state tax returns and other legally required information statements or returns. Without limiting the generality of the foregoing, the Partnership shall not be required to make any distribution otherwise provided for in this Agreement with respect to any transferred Partnership Interest (without regard to whether the transferee is admitted as a Substitute Limited Partner) until it has received such information.

14.4.5 In the case of an assignee or transferee who is not otherwise a Partner, the General Partner, in its sole, absolute and unfettered discretion, consents to such person becoming a

Substitute Limited Partner, including assignees of Partnership Interests whose interest arises by reason of the death of a Partner.

The assignor of a Limited Partnership Interest shall not act for or on behalf of the assignee of the Limited Partnership Interest who does not become a Substitute Limited Partner, and until an assignee of a Limited Partnership Interest is admitted as a Substitute Limited Partner, both the Partnership and the Partners shall be entitled, but not required, to treat the transferor of the Partnership Interest as the absolute owner thereof in all respects. An assignee of a Limited Partnership Interest who does not become a Substitute Limited Partner, unless otherwise a Partner, does not become a Partner and is not entitled to exercise the rights of a Partner.

14.5 General Partner's Acquisition of Limited Partner Interest. If a General Partner should acquire any Limited Partner Interest, that General Partner with respect to that Interest shall become a Limited Partner and enjoy all of the rights and be subject to all of the obligations and duties of a Limited Partner to the extent of such Interest.

14.6 Income/Loss Allocations Upon Transfer. Unless otherwise agreed between the transferor and the transferee, upon the Transfer of an Interest the Profits and Losses attributable to the Interest transferred shall be allocated between the transferor and the transferee as of the date set forth in the instrument of Transfer, and such allocation shall be based upon the number of days during the applicable fiscal year of the Partnership that the Interest transferred was held by each of them, without regard to the results of Partnership activities during the period in which each was the holder. All distributions with respect to such Interest shall be made only to the holder of record of the Interest on the date of distribution.

15. Death, Incompetency, Bankruptcy or Dissolution of a Limited Partner.

15.1 Individual Limited Partner. Upon the death, adjudication of bankruptcy, insolvency or legal incompetency of an individual Limited Partner, his personal representative shall have all the rights of a Limited Partner for the purposes of settling or managing his estate and such power as the decedent, bankrupt or incompetent possessed to constitute a successor as an assignee of his Interest in the Partnership and to join with such assignee in making application to the General Partner to have such assignee become a Substitute Limited Partner.

15.2 Other Limited Partners. Upon the adjudication of bankruptcy, insolvency, dissolution or other cessation to exist as a legal entity of a Limited Partner not an individual, the authorized representative of such entity shall have all of the rights of a Limited Partner for the purpose of effecting the orderly winding up and dissolution of the business of such entity and such power as such entity possessed to constitute a successor as an assignee of its Interest in the Partnership and to join with such assignee in making application to the General Partner to have such assignee become a Substitute Limited Partner.

16. Resignation, Removal and Election of a General Partner; Assignment; Transfer.

16.1 Substitution for a General Partner. The General Partner may not admit any Person as a substitute General Partner.

16.2 Resignation of a General Partner. A General Partner may resign as such by delivering thirty (30) days advance written notice of its resignation to all Partners.

16.3 Removal of a General Partner. A General Partner shall be removed and cease to be a General Partner of the Partnership:

16.3.1 If (a) the General Partner being removed is in default of a material provision of this Agreement and (b) has not cured such default within 30 days after written notice of such fact is given to the General Partner sought to be removed and to all other Partners by Limited Partners owning at least 75% of the Interests owned by the Limited Partners. Written notice pursuant to this section shall set forth the day upon which the removal is to become effective if the default is not cured. However, the removal of a General Partner shall not take effect unless and until that General Partner is released from all liability by all lenders who have made loans to the Partnership, including loans made to the General Partner, on behalf of the Partnership. Such release shall be evidenced by written instruments executed by the lenders and any releases of liability shall extend to such General Partner in his capacity as such and individually. The removal of a General Partner shall be effective on the later of the date set forth in the notice or the date of delivery of the releases to the General Partner.

16.3.2 The occurrence of an Event of Withdrawal.

16.4 Liability of General Partner After Resignation or Removal. If a General Partner resigns or is removed in accordance with the provisions of this Agreement, his liability as a General Partner shall cease upon resignation or removal as provided in the Act, and the Partnership shall promptly take all actions reasonably necessary under the Act to cause such cessation of liability. The Partnership shall indemnify the General Partner with respect to any such liability. However, claims, demands, liabilities, costs and damages held against or incurred by the General Partner in violation of the terms of this Agreement shall be held as an offset against the General Partner's Interest.

16.5 Interest of a General Partner After Resignation or Removal.

16.5.1 The resignation or removal of a General Partner shall not affect its rights as the owner of any Limited Partnership Interest.

16.5.2 Subject to the provisions of Section 16.5.3, upon the resignation or removal of a General Partner, the Interest which he had as a General Partner in Profits and Losses and distributions of Net Cash from Operations and Net Cash From Sales or Refinancings shall be retained by him and be converted into a "Special Limited Partner's" Interest and the Partnership shall take all actions necessary to admit such General Partner as a Special Limited Partner with respect to such converted Interest. Such conversion shall not, however, result in the General Partner becoming a Substituted Limited Partner with respect to such Interest. As a Special Limited Partner, the former General Partner shall be sent copies

of all notices, reports and other information furnished to Limited Partners by the General Partner or the Partnership.

16.5.3 Upon the resignation or removal of:

16.5.3.1 A General Partner leaving the Partnership with one or more General Partners whose total Interest in the Profits and Losses of the Partnership would be less than 1%, the Interest of the resigned or removed General Partner in such portion of the Partnership's Profits and Losses which is necessary to bring the total Interest of the remaining General Partners in the Profits and Losses of the Partnership up to 1% shall be automatically transferred to the remaining General Partner without any payment.

16.5.3.2 One or more General Partners leaving the Partnership without a General Partner and the election of a successor General Partner pursuant to Section 16.6, the rights and interest in 1% of the Partnership's Profits and Losses of the last General Partner who has resigned or been removed, shall be sold to and purchased by his successor as of the date of such resignation or removal at such price as shall be agreed upon between them; provided, however, that if no such agreement is reached within 30 days of the election of a successor then such price shall be determined by arbitration in the State of Florida under the rules of the American Arbitration Association. Within 60 days after the determination of such price it shall be paid in cash together with interest at the then prevailing short-term applicable federal rate under Internal Revenue Code Section 1274. The cost of arbitration shall be paid equally by the successor and the departing General Partner. If any sums payable under this Section to the resigned or removed General Partner are not paid to him when due, then such sums shall be paid to him by the Partnership.

16.6 Election of a Substitute General Partner. If there is only one General Partner and he resigns, or is removed in accordance with this Agreement, and if, pursuant to Section 18.1.2, the Limited Partners unanimously elect to continue the business of the Partnership, then a substitute General Partner shall be elected by an Eighty (80%) percent vote of the Limited Partners, and he shall take all actions necessary to continue the business of the Partnership. Notwithstanding the foregoing, if in the written opinion of counsel for the Partnership it is more likely than not that all Limited Partners must agree on a substitute General Partner to avoid a dissolution under the Act, then in lieu of the foregoing Eighty (80%) percent vote, all Limited Partners shall agree to the election of each substitute General Partner. Such election shall be accomplished in the following manner: Any one or more of the Limited Partners shall, promptly after the election to continue, nominate a person or entity for election as the substitute General Partner. Such nominee shall not become the General Partner unless elected by a vote of Eighty (80%) percent (or, One Hundred (100%) percent, as provided above) of the Interests owned by the Limited Partners. In the event that such nominee is not elected, then any one or more of the Limited Partners shall as soon as practicable nominate another substitute General Partner and such procedure shall continue until a substitute General Partner is elected or the Partnership is dissolved pursuant to Section 18.1.

16.7 Transfer of Interest of a General Partner. No General Partner may transfer, assign, encumber or otherwise dispose of his Interest as a General Partner in the Partnership except as provided for in this Section 16. All General Partners' Interests in the Partnership pursuant to Section 9 transferred pursuant to Section 16, including for this purpose, but not limited to, conversions to a Special Limited Partner's Interest, are included in the allocations to and distributive shares of the Partners in Section 9 as a Partner's Interest and shall be allocated and distributed to the transferees of such Interest.

17. Involuntary Transfers of Partnership Interests. In the event of any Involuntary Transfer, which for this purpose shall include a charging order, by any Partner or assignee of any Partnership Interest, the following procedures shall apply:

17.1 The Partner or assignee deprived or divested of any Partnership Interest by the Involuntary Transfer (the "Transferor") promptly shall give written notice of such Involuntary Transfer in reasonable detail to the Partnership and all Partners other than the Transferor, and the Person(s) who take or propose to take any interest in such Partnership Interest (for purposes of this Section 17, such Person(s) are referred to hereinafter as the "Transferee" and such Partnership Interest referred to hereinafter as the "Subject Partnership Interest") as a result of such Involuntary Transfer shall hold such interest subject to the rights of the Partnership as set forth in this Section 17.

17.2 Upon receipt of the notice referred to in the preceding subparagraph or upon discovery by the General Partner of such Involuntary Transfer by the General Partner, the Partnership shall have the irrevocable option, exercisable at the sole discretion of the General Partner, but not the obligation, for a period of sixty (60) days following receipt of such notice or such discovery, to purchase all or any part of the Subject Partnership Interest, pursuant to the terms set forth in this Section 17. All exercises of such option shall be in writing, shall specify the portion of the Subject Partnership Interest to be purchased, and shall be effective upon receipt thereof by the Transferee.

17.3 The closing for any such sale of the Subject Partnership Interest to the Partnership shall be held at the offices of the Partnership no later than forty-five (45) days after the receipt by the Transferee of the notice exercising the Partnership's irrevocable option to purchase such Subject Partnership Interest. The purchase price of any Subject Partnership Interest purchased pursuant to this Section 17 shall be the fair market value of the Subject Partnership Interest, taking into account all potential discounts for lack of control, lack of marketability and other relevant valuation factors that would be applicable to a sale of the Subject Partnership Interest to a party unrelated and unaffiliated with any existing Partner or assignee, as determined by a reasonably qualified appraiser selected by the Partnership.

17.4 The valuation date for the determination of the purchase price shall be the first day of the month following the month in which notice is given pursuant to Section 17.2 above.

17.5 The purchase price shall be paid by the Partnership by making and delivering to the Transferor or the Transferee, as the case may be, of an unsecured ten (10) year nonrecourse promissory note. Interest on such note shall be payable at the long-term applicable federal rate under Internal

Revenue Code Section 1274. The first installment will be due and payable on the first day of the calendar year following the closing, and subsequent annual installments, with accrued interest, will be due and payable on the first day of each succeeding calendar year until the entire amount of the obligation is paid. The Partnership shall have the right to prepay all or any part of the note at any time without penalty.

17.6 If the Partnership does not exercise its option to purchase all or part of the Subject Partnership Interest under this Section 17, the remaining Partners within the same sixty day exercise period shall have the right but not the obligation to purchase as set forth in this Section 17 in proportion to their Partnership Interests in the manner so set forth. However, to the extent that one or more of the Partners declines to exercise such Partner's right, the remaining Partners shall be offered the right but not the obligation, on a pro-rata basis, to purchase the remaining portion of the Subject Partnership Interest. Such Partners may provide written notice of exercise prior to the expiration of the period notwithstanding that the Partnership may still exercise its option, and such notice may provide that the portion sought to be purchased is the maximum portion available to be purchased by such Partner, with such notice to be effective only if and to the extent that the Partnership does not preempt such Partner by exercising its option.

17.7 In the event the Partnership and the Partners do not purchase all of the Subject Partnership Interest involved in an Involuntary Transfer, the Transferee shall become an assignee of the Subject Partnership Interest, except as admitted as a Substitute Limited Partner in accordance with the terms of this Agreement, provided, however, if a third party obtains a charging order, its rights shall be limited accordingly.

17.8 For purposes of this Section 17, the term "Partner or Assignee" shall include the beneficiaries of a trust that is a Partner or assignee of a Partnership Interest, and the term "Partnership Interest" shall include the beneficial interests of the beneficiaries of a trust that is a Partner or assignee of a Partnership Interest.

17.9 Neither the Transferee of an Involuntary Transfer nor the Transferor will have the right to vote on Partnership matters during the period when the option to purchase granted under this Section 17 may be exercised nor during the period subsequent to exercise and prior to the closing thereunder, and in regard to such voting and any particular voting threshold percentages described in this Agreement such Partnership Interest shall be deemed not to exist.

18. Dissolution and Winding up of Partnership.

18.1 Dissolution of Partnership. The Partnership shall be dissolved upon the first to occur of any of the following events:

18.1.1 December 31, 2058.

18.1.2 The happening of an Event of Withdrawal of a General Partner authorized hereunder to carry on the business of the Partnership, unless

18.1.2.1 at the time there is at least one other General Partner authorized hereunder to carry on the business of the Partnership and such General Partner does carry on the business of the Partnership; or

18.1.2.2 within ninety (90) days of the Event of Withdrawal, (a) all of the then Partners agree in writing to continue the business of the Partnership and to elect one or more additional General Partners under the procedures of Section 16.6, and (b) one or more additional General Partners are elected under the procedures of Section 16.6.

18.1.3 The Partnership becoming insolvent or bankrupt.

18.1.4 The unanimous vote to dissolve of all Partners.

18.2 Winding Up of Partnership. Upon the dissolution of the Partnership pursuant to Section 18.1, the General Partner, or if there is no General Partner, a substitute General Partner elected by vote of 51% of the Interests owned by the Limited Partners, shall take full account of the Partnership's assets and liabilities and the assets shall be liquidated as promptly as is consistent with obtaining their fair value, and the proceeds of such liquidation therefor shall be applied and distributed as provided in Section 10.3.

18.3 Survival of Obligations. Except as otherwise provided in this Agreement, no dissolution of the Partnership shall relieve, release or discharge any Partner or any of his successors, assigns, heirs or legal representatives, from any previous breach or default of, or any obligation previously incurred or accrued under, any provision of this Agreement, and any and all such liabilities, claims, demands or causes of action arising from any such breaches, defaults and obligations shall survive such dissolution and termination.

18.4 Termination. Upon compliance with Section 18.2, the General Partner shall file or cause to be filed a certificate of cancellation of the Certificate and the Partnership shall then be terminated.

19. Amendment of the Certificate and Agreement.

19.1 When Required. This Agreement and the Certificate shall be amended by the General Partner without any additional consent of the Limited Partners when required by law whenever:

19.1.1 There is a change in the name of the Partnership or the amount or character of the contribution of any Partner including, but not limited to, withdrawal or reduction, pursuant to this Agreement.

19.1.2 A person ceases to be, is substituted as, or becomes a General or Limited Partner.

19.1.3 There is a false or erroneous statement in the Certificate, provided the amendment does not adversely affect the interest of the Limited Partners and the General Partner has obtained an opinion of its counsel to that effect.

19.1.4 In the opinion of counsel for the Partnership, it is necessary or appropriate to satisfy a requirement of the Code with respect to partnerships, provided such amendments do not adversely affect the interests of the Limited Partners, and the General Partner has obtained an opinion of its counsel to that effect, and any amendment in this regard shall have retroactive effect to the date of this Agreement.

19.2 Limitation. Except as provided in Section 19.1, amendments shall only be made with the approval of Limited Partners as provided in Section 19.3. No amendment shall be made under Section 19 which would adversely affect the federal income tax treatment to be afforded Partners or adversely affect the liabilities of the Limited Partners or change the method of the allocation of Profits and Losses or preferences or distributive shares without full disclosure to the Partners and unless all of the Partners consent to such amendment.

19.3 Consent of Limited Partners. The General Partner shall obtain the written consent or approval or vote of Limited Partners owning in the aggregate at least Eighty (80%) percent of the Limited Partnership Interests with respect to any amendment other than an amendment allowed or permitted by Sections 19.1 and 19.2.

20. Conflict of Interest Waiver. The Partners and the Partnership acknowledge that the law firm of Tescher & Spallina, P.A. has represented the Partnership in connection with the drafting of this Agreement and the formation and structuring of the Partnership, and that said law firm also represents one or more of the Partners and owners of interests in entity Partners both in context of this Partnership and other matters (namely, SIMON L. BERNSTEIN, SHIRLEY BERNSTEIN, SHIRLEY BERNSTEIN FAMILY FOUNDATION, INC., and BERNSTEIN HOLDINGS, LLC). The Partnership and the Partners acknowledge that they have been advised that there are material income tax consequences and economic ramifications from being a Partner in the Partnership, that they fully understand the tax consequences and economic ramifications of a Partner's investment in the Partnership, and that they have been encouraged to consult with separate and independent counsel to advise them on Partnership and Partner issues including this Agreement and the formation of the Partnership. The Partnership and the Partners hereby waive any conflicts of interest with respect to the foregoing law firm's representation of the Partnership and the afore described Partners and owners of interests in entity Partners, in connection with the services set forth in this Section.

21. Miscellaneous.

21.1 Notices. Any notices, payments, demand, offer or communication required or permitted to be given by any provision of this Agreement shall be deemed to have been delivered and given for all purposes (a) if the same is delivered personally, or (b) whether or not the same is actually received, if sent by registered or certified mail, postage and charges prepaid, addressed as follows:

21.1.1 If to a General Partner, at BERNSTEIN HOLDINGS, LLC, 950 Peninsula Corporate Circle, Suite 310, Boca Raton, Florida 33487, or such other address as the General Partner may from time to time specify by written notice to the other Partners.

21.1.2 If to a Limited Partner, at BERNSTEIN FAMILY INVESTMENTS, LLLP, 950 Peninsula Corporate Circle, Suite 310, Boca Raton, Florida 33487, or to such other address as such Partner may from time to time specify by written notice to the General Partner, which other address shall be noted by the General Partner on the records of the Partnership.

21.1.3 If to any other Person, at the address of such person as shown by the Partnership's records.

21.2 Captions. Captions contained in this Agreement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any of its provisions.

21.3 Severability. Every provision of this Agreement is severable. If any term or provision is held to be illegal or invalid for any reason, such illegality or invalidity shall not affect the validity of the remainder of this Agreement or any other provision.

21.4 Right to Rely Upon the Authority of the General Partner. No person dealing with a General Partner shall be required to determine his authority to make any commitment or undertaking on behalf of the Partnership, nor to determine any fact or circumstance bearing upon the existence of his authority. In addition, no purchaser of any asset owned by the Partnership shall be required to determine the sole and exclusive authority of the General Partner to sign and deliver on behalf of the Partnership any such instrument of transfer, or to see to the application or distribution of revenues or proceeds paid or credited to the Partnership, unless such purchasers shall have received written notice from the Partnership affecting the same.

21.5 Litigation. The General Partner shall prosecute, defend and settle such actions at law or in equity as they may deem in their sole and absolute discretion to be necessary to enforce or protect the interest of the Partnership. The Partnership and the General Partner shall respond to any final decree, judgment or decision of a court of competent jurisdiction or board or authority having jurisdiction in the matter.

21.6 Applicable Law. The laws of the State of Florida shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties.

21.7 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All counterparts shall be construed together and shall constitute but one Agreement.

21.8 Binding Effect. Each and every covenant, term, provision and agreement contained in this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties.

21.9 Right to Rely Upon Authority of Person Signing Agreement. In the event that a Limited Partner is an estate, a trust with or without disclosed beneficiaries, partnership, limited partnership, joint venture, corporation, or any entity other than a natural person, the Partnership and the General Partner shall (a) not be required to determine the authority of the Person signing this Agreement or any amendment to make any commitment or undertaking on behalf of such entity, nor to determine any fact or circumstance bearing upon the existence of his authority; (b) not be required to see to the application or distribution of revenues or proceeds paid or credited to the Person signing the Agreement or any amendment on behalf of such entity; (c) be entitled to rely upon the authority of the Person signing this Agreement or any amendment with respect to voting of the Partnership Interests of such entity and with respect to the giving of consent on behalf of such entity or any other Person in connection with any matter for which consent is permissible or required under this Agreement; and (d) be entitled to rely upon the authority of any general partner, joint venturer, co-or successor trustee or president, vice president, or other officer, as the case may be of any such entity the same as though such Person were the Person originally executing this Agreement or any amendment on behalf of such entity.

21.10 Rights of Nonrecourse Creditors. A creditor who makes a nonrecourse loan to the Partnership shall not have or acquire, at any time as a result of making any loan or advance, any direct or indirect interest in the profits, capital, or property of the Partnership other than, if applicable, as a secured creditor.

21.11 Number and Gender. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

21.12 Entire Agreement. This Agreement constitutes the entire Agreement of the parties with respect to matters set forth in this Agreement and supersedes any prior understanding or agreement, oral or written, with respect thereto.

==========

IN WITNESS WHEREOF, this Agreement of Limited Partnership has been executed as of the date set forth in the preamble.

Witnessed by (as to all):

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

GENERAL PARTNER:

BERNSTEIN HOLDINGS, LLC, a Florida limited liability company

By: _____
SIMON L. BERNSTEIN, Manager

LIMITED PARTNERS:

SIMON L. BERNSTEIN TRUST AGREEMENT dated May 20, 2008

By: _____
SIMON L. BERNSTEIN, Trustee

SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008

By: _____
SHIRLEY BERNSTEIN, Trustee

STATE OF FLORIDA :
: SS.
COUNTY OF PALM BEACH:

The foregoing instrument was acknowledged before me this 20 day of May, 2008, by SIMON L. BERNSTEIN, Trustee of the SIMON L. BERNSTEIN TRUST AGREEMENT dated May 20, 2008, and as Manager of BERNSTEIN HOLDINGS, LLC.

NOTARY PUBLIC-STATE OF FLORIDA
Kimberly Moran
Commission # DD766470
Expires: APR. 28, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

Kimberly Moran
Signature - Notary Public

[Seal with Commission Expiration Date]

Print, type or stamp name of Notary Public

Personally Known ✓ or Produced Identification _____
Type of Identification Produced _____

STATE OF FLORIDA :
: SS.
COUNTY OF PALM BEACH:

The foregoing instrument was acknowledged before me this 20 day of May, 2008, by SHIRLEY BERNSTEIN, Trustee of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008.

NOTARY PUBLIC-STATE OF FLORIDA
Kimberly Moran
Commission # DD766470
Expires: APR. 28, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

Kimberly Moran
Signature - Notary Public

[Seal with Commission Expiration Date]

Print, type or stamp name of Notary Public

Personally Known ✓ or Produced Identification _____
Type of Identification Produced _____

F:\WPDATA\drt\Bernstein, Shirley & Simon\Bernstein Family Investments, LLLP\Bernstein Investments, LLLP Partnership Agreement.wpd

SCHEDULE "A"

Name:	% Interest	Cash
General Partner:		
BERNSTEIN HOLDINGS, LLC	1 %	$10.00
Limited Partners:		
SIMON L BERNSTEIN, Trustee of the SIMON L. BERNSTEIN TRUST AGREEMENT dated May 20, 2008	49.5 %	$495.00
SHIRLEY BERNSTEIN, Trustee of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008	49.5 %	$495.00

NOTE: The foregoing valuations and percentage interests are subject to adjustment based on variations in value of contributed property from the values scheduled here and the actual fair market value of such contributed property on the date of transfer to the Partnership.

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN File No. 502011CP000653XXXX SB

Deceased.

INVENTORY

The undersigned personal representative of the estate of SHIRLEY BERNSTEIN, deceased, who died on December 8, 2010, and whose social security number is XXX-XX-9749, submits this inventory of all the property of the estate, that has come into the hands, possession, control, or knowledge of these personal representatives:

REAL ESTATE IN FLORIDA – Exempt (Protected) Homestead:

Description
NONE

REAL ESTATE IN FLORIDA – Non-Exempt Homestead:

Description	Estimated Fair Market Value
NONE	

(Whether homestead property is exempt from the claims of creditors, whether it is properly devised and whether it is a probate asset may have to be determined by appropriate proceedings.)

OTHER REAL ESTATE IN FLORIDA:

Description	Estimated Fair Market Value
NONE	$
Total Real Estate in Florida – Except Exempt (Protected) Homestead	$

Bar Form No. P-3.0100
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Reviewed October 1, 1998

Estate of Shirley Bernstein
File No. 502011CP000653XXXX SB
INVENTORY

PERSONAL PROPERTY WHEREVER LOCATED:

Description	Estimated Fair Market Value
Furniture, furnishings, household goods and personal effects	$ 25,000.00 (est.)
TOTAL OF ALL PERSONAL PROPERTY AND FLORIDA REAL ESTATE$	$ 25,000.00

All real estate located outside the State of Florida owned by the decedent of which the personal representative is aware, if any, is described on a schedule attached hereto. [If none, so indicate]

NONE

NOTICE: Each residuary beneficiary in a testate estate or heir in an intestate estate has the right to request a written explanation of how the inventory value of any asset was determined, including whether the personal representative obtained an independent appraisal for that asset and from whom the appraisal was obtained. Any other beneficiary may request this information regarding all assets distributed to or proposed to be distributed to that beneficiary.

Under penalties of perjury, I declare that I have read the foregoing, and the facts alleged are true to the best of my knowledge and belief.

Signed on this 29th day of August, 2011.

ROBERT L. SPALLINA, Esq.
Attorney for Personal Representative
Florida Bar No. 497381
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Telephone: (561) 997-7008

SIMON BERNSTEIN, Personal Representative

Bar Form No. P-3.0100
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Reviewed October 1, 1998

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Inventory was furnished by U.S. certified mail to:

Florida Department of Revenue
5050 W. Tennessee St., Bldg. K
Tallahassee, FL 32399-0100

on this 8 day of SEP, 2011.

TESCHER & SPALLINA, P.A.
Attorneys for the Personal Representative
of the Estate of Shirley Bernstein
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
Telephone: (561) 997-7008

BY: _____
ROBERT L. SPALLINA, ESQ.
Florida Bar No. 497381

Bar Form No. P-3.0100
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Reviewed October 1, 1998

LIMITED LIABILITY COMPANY

OPERATING AGREEMENT

of

BERNSTEIN HOLDINGS, LLC

a Florida limited liability company

OPERATING AGREEMENT OF BERNSTEIN HOLDINGS, LLC

This Limited Liability Company Agreement (the "Agreement") is made and entered into as of the 20 day of May, 2008, by and among BERNSTEIN HOLDINGS, LLC (the "Company"); and SIMON L. BERNSTEIN, Trustee of the SIMON L. BERNSTEIN TRUST AGREEMENT datedMay 20, 2008, SHIRLEY BERNSTEIN, Trustee of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008, SIMON L. BERNSTEIN and SHIRLEY BERNSTEIN, Co-Trustees and ROBERT L. SPALLINA, Independent Trustee of the ELIOT BERNSTEIN FAMILY TRUST dated May 20, 2008, SIMON L. BERNSTEIN and SHIRLEY BERNSTEIN, Co-Trustees, and ROBERT L. SPALLINA, Independent Trustee of the JILL IANTONI FAMILY TRUST dated May 20, 2008, and SIMON L. BERNSTEIN and SHIRLEY BERNSTEIN, Co-Trustees, and ROBERT L. SPALLINA, Independent Trustee of the LISA S. FRIEDSTEIN FAMILY TRUST dated May 20, 2008, and any subsequent transferee as the Members ("Members"). The Members are herein sometimes referred to individually as a "Member" and collectively as "Members.

WITNESSETH:

WHEREAS, Articles of Organization for ***BERNSTEIN HOLDINGS, LLC*** were filed with the Florida Department of State on February 6, 2008.

WHEREAS, the Members desire to reduce their agreements to writing, to set forth the rights and obligations of the Members and the Manager.

NOW, THEREFORE, the Members and the Company hereby agree as follows:

ARTICLE I

DEFINITIONS

The following terms used in this Agreement shall have the following meanings:

(a) "***Act***" shall mean the Florida Limited Liability Company Act at F.S § 608.401, *et seq* and all amendments to the Act.

(b) "***Articles of Organization***" shall mean the Articles of Organization of ***BERNSTEIN HOLDINGS, LLC,*** as filed with the Department of State of Florida on February 6, 2008, and as may be amended from time to time.

(c) ***"Capital Contribution***" shall mean any contribution to the capital of the Company in cash or the fair market value of property by a Member whenever made, net of any liabilities secured by such contributed property.

(d) "***Capital Account***" as of any given date shall mean the Capital Contribution to the Company by a Member as adjusted up to such date pursuant to Article VIII.

(e) "***Code***" shall mean the Internal Revenue Code of 1986 or corresponding provisions of subsequent superseding federal revenue laws.

(f) "***Company***" shall refer to ***BERNSTEIN HOLDINGS, LLC***, a limited liability company formed under the laws of the State of Florida.

(g) "***Distributable Cash***" shall mean all cash, revenues and funds received by the Company from Company operations, less the sum of the following to the extent paid or set aside by the Company: (i) all principal and interest payments on indebtedness of the Company and all other sums paid to lenders; (ii) all cash expenditures incurred in the normal operation of the Company's business; and (iii) such Reserves as the Managers deem reasonably necessary for the proper operation of the Company's business.

(h) "***Entity***" shall mean any general partnership, limited liability partnership, limited partnership, limited liability limited partnerships, limited liability company, corporation, joint venture, trust, business trust, cooperative, association, foreign trust or foreign business organization.

(i) "***Gifting Member***" shall mean any Member who gifts, bequeaths or otherwise transfers for no consideration (by operation of law or otherwise, except with respect to bankruptcy) all or any part of its Membership Interest.

(j) "***Initial Capital Contribution***" shall mean the initial contribution to the capital of the Company pursuant to this Agreement.

(k) ***"Interest"*** shall mean "Percentage Interest" unless otherwise specifically agreed or in the case of special allocations.

(l) "***Majority Interest***" shall mean the Interests of Members, which in the aggregate exceed 50% of all Interests.

(m) "***Manager***" shall mean one or more managers designated as such pursuant to this Agreement or by subsequent vote of the Members. References to the Manager in the singular or as him, her, it, itself, or other like references shall also, where the context so requires, be deemed to include the plural or the masculine or feminine reference, as the case may be. Any Person may be named a Manager pursuant to this Agreement

(n) "***Member***" shall mean each of the parties who executes a counterpart of this Agreement as a Member and each of the parties who may hereafter become Members. To the extent a Manager has purchased a Membership Interest in the Company, he will have all the rights of a Member with respect to such Membership Interest, and the term "Member" as used herein shall include a Manager to the extent he has purchased such Membership Interest in the Company. If a Person is a Member immediately prior to the purchase or other acquisition by such Person of an Transferee Interest, such Person shall

have all the rights of a Member with respect to such purchased or otherwise acquired Membership Interest or Transferee Interest, as the case may be.

(o) "***Membership Interest***" shall mean a Member's entire interest in the Company including such Member's Transferee Interest and, the right to participate in the management of the business and affairs of the Company, including the right to vote on, consent to, or otherwise participate in any decision or action of or by the Members granted pursuant to this Agreement and the Act.

(p) "***Net Income***" and "***Net Losses***" shall mean the income, gain, loss, deductions and credits of the Company in the aggregate or separately stated, as appropriate, determined in accordance with sound accounting principles employed under the cash method of accounting at the close of each fiscal year on the Company's tax return filed for federal income tax purposes.

(q) "***Operating Agreement" (or "Agreement")*** shall mean this Operating Agreement of ***BERNSTEIN HOLDINGS, LLC,*** as originally executed and as amended from time to time.

(r) "***Percentage Interest***" shall mean, for any Member, the percentage interest that the Capital Account of the Member bears to the total Capital Accounts of all of the Members of the Company, as set forth at Section 9.1 herein, and Exhibit A, as may be changed from time to time by the unanimous vote of the Members.

(s) "***Person***" shall mean any individual or Entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such "Person" where the context so permits.

(t) "***Reserves***" shall mean funds set aside or amounts allocated to reserves which shall be maintained in amounts reasonably deemed sufficient by the Managers for working capital and to pay taxes, insurance, debt service or other costs or expenses incident to the ownership or operation of the Company's business.

(u) "***Selling Member***" shall mean any Member or Transferee which sells, assigns, pledges, hypothecates or otherwise transfers for consideration all or any portion of its Membership Interest or Transferee Interest.

(v) "***Transferee***" shall be person who has not been admitted by the Company as a Member Partner, but, by virtue of a Transfer of an Interest in the Company to said person, said person is entitled to a pro rata share of one or more of the Company's items of income, losses, credits, and distributions of the Company's assets pursuant to this Agreement and the Act, but said person shall not have, and is not entitled to any right to participate in the management or affairs of the Company, including, the right to vote on, consent to or otherwise participate in any decision of the Members or Manager.

(w) "***Transferring Member***" shall collectively mean a Selling Member and a Gifting Member.

(x) "***Treasury Regulations***" shall include proposed, temporary and final regulations promulgated under the Code.

ARTICLE II

FORMATION OF COMPANY

2.1 ***Organization***.

BERNSTEIN HOLDINGS, LLC, has been organized as a Florida limited liability company by executing and delivering the Articles of Organization to the Florida Department of State in accordance with and pursuant to the Act.

2.2 *Name*.

The name of the Company is ***BERNSTEIN HOLDINGS, LLC***, and all business of the Company shall be conducted under that name unless a majority of the Members agree to the filing and use of a fictitious name.

2.3 ***Principal Place of Business***.

The initial principal place of business of the Company shall be 950 Peninsula Corporate Circle, Suite 310, Boca Raton, Florida 33487. The Company may locate its places of business and registered office at any other place or places as the Manager may deem advisable.

2.4 ***Registered Office and Registered Agent***.

The Company's initial registered office shall be at the office of its registered agent in Florida, and the name of its initial registered agent shall be Donald R. Tescher, Esq. 2101 Corporate Blvd., Suite 107, Boca Raton, Florida, 33431. The registered office and registered agent may be changed by filing the address of the new registered office and/or the name of the new registered agent with the Florida Department of State pursuant to the Act.

2.5 *Term*.

The term of the Company has filed Articles of Organization with the Florida Department of State, and shall have perpetual existence, unless the Company is earlier dissolved in accordance with either the provisions of this Agreement or the Act.

ARTICLE III

BUSINESS OF COMPANY

The business of the Company shall be to engage in management of investments, and closely-held business or real estate ventures, and such lawful activities as are reasonably necessary or useful to the furtherance of the forgoing purpose (the "Business").

ARTICLE IV

NAMES AND ADDRESSES OF MEMBERS

The names of the Members are listed on Exhibit A attached hereto and incorporated herein, and the addresses of the members are 950 Peninsula Corporate Circle, Suite 310, Boca Raton, Florida 33487, as amended from time to time.

ARTICLE V

RIGHTS AND DUTIES OF MANAGERS

5.1 *Management.*

5.1.1 ***General.*** The business and affairs of the Company shall be managed by its Managers. The Managers shall direct, manage, and control the business of the Company. Except for situations in which the approval of the Members is expressly required by this Agreement or by nonwaivable provisions of the Act, the Managers shall have exclusive, sole, full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters, and to perform any and all other acts or activities customary or incident to the management of the Company's business. At any time when there is more than one Manager, any one Manager may take any action permitted to be taken by the Managers, unless the approval of more than one of the Managers is expressly required pursuant to this Agreement or the Act. The Managers may create a Board of Directors, and may also appoint individuals with or without titles, including the titles of General Manager, Executive Director, President, Vice President, Treasurer, Secretary, and Assistant Secretary, to act on behalf of the Company with such power and authority as the Managers or Board of Directors may delegate to any such Person.

5.1.2 ***Initial Managers/Designation of Managers/Voting.*** The Members agree that the initial Manager of the Company is SIMON L. BERNSTEIN. Unless otherwise specifically agreed herein, business decisions of the Company shall be made by said Manager. The Members shall vote their Interests such that only the aforementioned person is Manager of the Company. In all events, an individual shall be a Manager only while she or he is a Member who owns voting Interests (and is not a mere Transferee), either directly or indirectly. After proper notice, in the event of death or mental disability or incompetence of the Manager, the Members shall vote on and elect a new Manager.

5.2 *Certain Powers of Managers.*

Without limiting the generality of Section 5.01, the Manager (or, if more than one Manager, then the Managers) shall have power and authority, on behalf of the Company to do the following:

(a) To acquire or lease property from any Person as the Managers may determine, whether or not such Person is directly or indirectly affiliated or connected with any Manager or Member;

(b) To borrow money for the Company from banks, other lending institutions, the Managers, Members, or affiliates of the Managers or Members on such terms as the Managers deem appropriate, and in connection therewith, to hypothecate, encumber and grant security interests in the assets of the Company to secure repayment of the borrowed sums. No debt shall be contracted or liability incurred by or on behalf of the Company except by the Managers, or to the extent permitted under the Act, by agents or employees of the Company expressly authorized to contract such debt or incur such liability by the Managers;

(c) To purchase liability and other insurance to protect the Company's property and business;

(d) To hold and own Company real and personal properties in the name of the Company;

(e) To invest Company funds in time deposits, short-term governmental obligations, commercial paper or other investments;

(f) To sell or otherwise dispose of all or substantially all of the assets of the Company as part of a single transaction or plan as long as such disposition is not in violation of or a cause of a default under any other agreement to which the Company may be bound;

(g) To execute on behalf of the Company all instruments and documents, including, without limitation, checks; drafts; notes and other negotiable instruments; mortgages or deeds of trust; security agreements; financing statements; documents providing for the acquisition, mortgage or disposition of the Company's property; assignments, bills of sale; leases; and any other instruments or documents necessary to the business of the Company;

(h) To employ accountants, legal counsel, managing agents or other experts to perform services for the Company;

(i) To enter into any and all other agreements on behalf of the Company, in such forms as the Managers may approve; and

(j) To do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business.

Unless authorized to do so by this Agreement or by the Manager of the Company, no attorney-in-fact, employee or other agent of the Company shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable for any purpose. No Member shall have any power or authority to bind the Company unless the Member has been authorized by the Manager to act as an agent of the Company in accordance with the previous sentence.

5.3 ***Liability for Certain Acts.***

Each Manager shall perform his duties as Manager in good faith, in a manner he or she reasonably believes to be in the best interests of the Company, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. A Manager shall not be liable to the Company or to any Member for any loss or damage sustained by the Company or any Member, unless the loss or damage shall have been the result of fraud, deceit, gross negligence, willful misconduct, unlawful acts, or a wrongful taking by the Manager.

5.4 ***No Exclusive Duty to Company.***

A Member or Manager shall not be required to manage the Company as his or her sole and exclusive function and may have other business interests and engage in activities in addition to those relating to the Company. Neither the Company nor any Member shall have any right, by virtue of this

Agreement, to share or participate in such other investments or activities of a Manager or to the income or proceeds derived therefrom.

5.5 ***Bank Accounts.***

The Manager may from time to time open bank accounts in, the name of the Company, and the Manager shall be the sole signatory thereon, unless Members owning a Majority Interest determine otherwise.

5.6 ***Indemnity of the Managers, Employees and Other Agents.***

The Company shall, to the maximum extent permitted under the Act, indemnify and make advances for expenses to Managers, its employees, and other agents.

5.7 ***Resignation.***

Any Manager of the Company may resign at any time by giving written notice to the Members of the Company. The resignation of any Manager shall take effect upon receipt of notice thereof or at such later date specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The resignation of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of a Member.

5.8 ***Removal.***

A Manager shall not be subject to removal by vote of the Members except, if at all, pursuant to the provisions of this Agreement, as it may be amended by agreement of all of the Members.

5.9 ***Vacancies.***

To the extent not expressly provided for in Section 5.1.2 "Voting Agreement of Members," and only to said extent, if any: Any vacancy occurring for any reason in the number of Managers of the Company may be filled by the affirmative vote of Members holding a majority of the Percentage Interests present at an election at a meeting of Members called for that purpose or by the Members' unanimous written consent. A Manager elected to fill a vacancy shall be elected for the unexpired term of their predecessor in office and shall hold office until the expiration of such term and until their successor shall be elected and qualified or until the Manager's earlier death, resignation or removal. A Manager chosen to fill a position resulting from an increase in the number of Managers shall hold office until his successor shall be elected and qualified, or until his earlier death, resignation or removal.

5.10 ***Salaries.***

Each Manager shall receive annual compensation (the "Management Fee") if such compensation is agreed to by a majority of the Percentage Interest of the Members in writing, and and shall be entitled to reimbursement of reasonable and necessary expenses advanced on behalf of the Company.

ARTICLE VI

RIGHTS AND OBLIGATIONS OF MEMBERS

6.1 ***Limitation of Liability.***

Each Member's liability to the Company shall be limited as set forth in this Agreement, the Act and other applicable law.

6.2 ***Company Liability.*** A Member will not be personally liable for any debts, obligations, liabilities or losses of the Company, whether arising in contract, tort, or otherwise, solely by reason of being a Member, beyond his respective Capital Contributions or any obligation of the Member under Sections 8.1 and 8.2 hereunder, except as provided in Section 6.7 or as otherwise required by law.

6.3 ***List of Members.***

Upon the written request of any Member, the Managers shall provide a list showing all of the names, addresses and Membership Interests and Transferee Interests in the Company.

6.4 ***Approval of Sale of All Assets.*** The Managers shall have the right, to approve the sale, exchange or other disposition of all, or substantially all, of the Company's assets which is to occur as part of a single transaction or plan.

6.5 ***Company Books.***

The Managers shall maintain and preserve, during the term of the Company, the accounts, books, and other relevant Company documents described in Section 9.9. Upon reasonable written request, each Member and Transferee shall have the right, at any time during ordinary business hours, as reasonably determined by the Manager, to inspect and copy, at the requesting Member's or Transferee's expense, the Company documents required to be maintained under Section 608.4101 of the Act, and such other documents which the Managers, in their reasonable discretion, deem appropriate.

6.6 ***Priority and Return of Capital.***

Except as may be expressly provided in Article IX, no Member or Transferee shall have priority over any other Member or Transferee, either as to the return of Capital Contributions or as to Net Profits, Net Losses or distributions; provided that this Section shall not apply to loans which a Member has made to the Company.

6.7 ***Liability of a Member to the Company.***

A Member who receives a distribution or return in whole or in part of its contribution is liable to the Company only to the extent provided by the Act.

ARTICLE VII

MEETINGS OF MANAGERS AND MEMBERS

7.1 ***Meetings.***

Meetings of the Managers, for any purpose or purposes, may be called by any Manager. Meetings of the Members for any purpose or purposes, may be called by any Members holding at least 51% of the Percentage Interests of the Members.

7.2 ***Place of Meetings***.

The Managers may designate any location within the U.S., either within or outside the State of Florida, as the place of meeting for any meeting of the Members. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal place of business of the Company.

7.3 ***Notice of Meetings***.

Except as provided in Section 7.04, written notice stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called shall be delivered not less than five (5) nor more than thirty (30) days before the date of the meeting, either personally or by mail, by or at the direction of the Managers or Member or Members calling the meeting, to each Member or Manager entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered two (2) calendar days after being deposited in the United States mail, certified mail return receipt requested, addressed to the Member or to the Manager at its address as it appears on the books of the Company, with postage therein prepaid. Notice may also be given by telegram, teletype or facsimile, or other form of electronic communication. Managers and Members may participate in and hold meetings whereby all conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other. Participation by communications equipment shall constitute presence as the meeting, unless a Member or Manager is participating in the meeting for the express purpose of objecting to the transaction of any business on the ground the meeting is not lawfully called or convened.

7.4 ***Meeting of All Members and Meetings of All Managers***. If all of the Members or all of the Managers shall meet at any time and place, and consent to the holding of a meeting at such time and place, such meeting shall be valid without call or notice, and at such meeting lawful action may be taken.

7.5 ***Record Date***.

For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof, or Members entitled to receive payment of any distribution, or in order to make a determination of Members for any other purpose, the date on which notice of the meeting is mailed or the date on which the resolution declared such distribution is adopted, as the case may be, shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Section, such determination shall apply to any adjournment thereof.

7.6 ***Quorum.***

Members holding at least fifty percent (50%) of all Percentage Interests, represented in person or by proxy, shall constitute a quorum at any meeting of Members, and if there is more than one Manager then serving, then a majority of the number of the then-serving Managers shall constitute a

quorum at a meeting of the Managers, who shall be represented in person, and shall constitute a quorum at any meeting.

7.7 ***Manner of Acting.***

If a quorum is present, the affirmative vote of a majority of all of the Members represented at the meeting, who must hold a majority Percentage Interest in the Company, shall be the act of the Members, unless the vote of a greater or lesser proportion or number is otherwise required by the Act, or by this Agreement. Unless otherwise expressly provided herein or required under applicable law, only Members who have a Membership Interest may vote or consent upon any matter and their vote or consent, as the case may be, shall be counted in the determination of whether the matter was approved by the Members.

7.8 ***Proxies.***

At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by a duly authorized attorney-in-fact. Such proxy shall be filed with the Managers of the Company before or at the time of the meeting. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy. Managers shall not be able to vote by Proxies.

7.9 ***Action by Members Without a Meeting.***

Action required or permitted to be taken at a meeting of Members may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by each Member entitled to vote and delivered to the Managers of the Company for inclusion in the minutes or for filing with the Company records. Action taken under this Section is effective when all Members entitled to vote have signed the consent, unless the consent specifies a different effective date.

7.10 ***Waiver of Notice.***

When any notice is required to be given to any Member, a waiver thereof in writing signed by the person entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.

ARTICLE VIII

CONTRIBUTIONS TO THE COMPANY AND CAPITAL ACCOUNTS

8.1 ***Members' Initial Capital Contributions.***

Each Member shall contribute such amount as is set forth on the books and records of the Company. No interest shall accrue on any Capital Contribution and the Member shall not have the right to withdraw or be repaid any Capital Contribution except as provided in this Agreement.

8.2 ***Additional Contributions.***

A Member may, but shall not be obligated to, make such additional Capital Contributions as shall be determined by the Managers. Such additional Capital Contributions shall be reflected in the Account of the Contributing Member and shall not be a part of any other Member's Capital Account absent written agreement of the Members. After the making of any such determination, the Managers shall give written notice to each Member of the amount of required additional contribution, if any, and each Member may deliver to the Company its pro rata share thereof (in proportion to the *respective* Percentage Interest of the Member on the date such notice is given) no later than thirty (30) days following the date such notice is given. None of the terms, covenants, obligations or rights contained in this Section 8.2 is or shall be deemed to be for the benefit of any person or entity other than the Members and the Company, and no such third person shall under any circumstances have any right to compel any actions or payments by the Managers and/or the Members.

8.3 ***Capital Accounts.***

(a) A separate Capital Account will be maintained for each Member. Each Member's Capital Account will be increased by (1) the amount of money contributed by such Member to the Company; (2) the fair market value of property contributed by such Member to the Company (net of liabilities secured by such contributed property that the Company is considered to assume or take subject to under Code Section 752); (3) allocations to such Member of Net Profits and Net Losses; and (4) allocations to such Member of income described in Code Section 705(a)(1)(B). Each Member's Capital Account will be decreased by (1) the amount of money distributed to such Member by the Company; (2) the fair market value of property distributed to such Member by the Company (net of liabilities secured by such distributed property that such Member is considered to assume or take subject to under Code Section 752); (3) allocations to such Member of expenditures described in Code Section 705(a)(2)(B); and (4) allocations to the account of such Member of Company loss and deduction as set forth in such Regulations, taking into account adjustments to reflect book value.

(b) In the event of a permitted sale or exchange of a Membership Interest or a Transferee Interest in the Company, the Capital Account of the transferor shall become the Capital Account of the Transferee to the extent it relates to the transferred Membership Interest or Transferee Interest in accordance with Section 1.704-1(b) (2) (iv) of the Treasury Regulations.

(c) The manner in which Capital Accounts are to be maintained pursuant to this Section 8.3 is intended to comply with the requirements of Code Section 704(b) and the Treasury Regulations promulgated thereunder. If the Company determines that the manner in which Capital Accounts are to be maintained pursuant to the preceding provisions of this Section 8.3 should be modified in order to comply with Code Section 704(b) and the Treasury Regulations, then notwithstanding anything to the contrary contained in the preceding provisions of this Section 8.3, the method in which Capital Accounts are maintained shall be so modified; provided, however, that any change in the manner of maintaining Capital Accounts shall not materially alter the economic agreement between or among the Members as set forth in this Agreement.

(d) Except as otherwise required in the Act (and subject to Sections 8.1 and 8.2), no Member or Transferee shall have any liability to restore all or any portion of a deficit balance in such Member's or Transferee's Capital Account.

8.4 *Withdrawal or Reduction of Members' Contributions to Capital.*

(a) A Member or Transferee Interest Holder shall not receive out of the Company's property any part of its Capital Contribution until all liabilities of the Company, except liabilities to Members on account of their Capital Contributions, have been paid or there remains property of the Company sufficient to pay them.

(b) A Member or Transferee Interest Holder, irrespective of the nature of its Capital Contribution, has only the right to demand and receive cash in return for its Capital Contribution.

(c) Notwithstanding anything to the contrary in this Agreement, a Member may withdraw from the Company only at the time or upon the occurrence of an event specified in this Agreement or in the Articles of Organization. No such event is specified in either the Articles of Organization or in this Agreement at the date hereof. A Member which violates the withdrawal prohibition in this Section shall be liable for breach of this Agreement and shall become a Transferee. A withdrawing Member shall not have a right to receive the fair value of receive the withdrawing member's Interest in the Company as of the date of the resignation but rather, shall have only such rights as a Transferee would have to receive distributions as are made by the Company in the discretion of the Managers.

ARTICLE IX

ALLOCATIONS, INCOME TAX, DISTRIBUTIONS, ELECTIONS AND REPORTS

9.1 *Allocations of Income and Losses from Operations.*

The Net Income and Net Losses of the Company for each fiscal year, and each Member or Transferee's share of Cash Flow, will be allocated in accordance with the Percentage Interests schedule set forth in Exhibit A attached hereto, and, except as provided therein, the Percentage Interests of Members shall be proportionate to the amount of their Capital Accounts as determined hereinabove.

9.2 *Special Tax Provisions As to Extraordinary Allocations, if Any, to Capital*

Allocations of Net Income and Net Losses other than those set forth above shall be made based upon the determinations of the tax accountants and attorneys employed by the Company, giving regard to the intention expressed hereinabove and otherwise herein, with respect to special or priority allocations if any, and with regard to federal partnership tax and capital accounting principles described in Section 8.3 hereinabove.

9.3 *Distributions.*

Within the discretion of the Managers as to amounts, if any, and as to timing, the Managers may distribute Cash Flow to the Members, in accordance with their Percentage Interests .

9.4 ***Limitation upon Distributions.***

(a) No distributions or return of contributions shall be made and paid if, after the distribution or return of distribution is made either

(1) the Company would be insolvent; or

(2) the net assets of the Company would be less than zero.

(b) The Managers may base a determination that a distribution or return of contribution may be made under Section 9.4(a) in good faith reliance upon a balance sheet and profit and loss statement of the Company represented to be correct by the person having charge of its books of account or certified by an independent public or certified public accountant or firm of accountants to fairly reflect the financial condition of the Company.

9.5 ***Tax Accounting Principles.***

The income and losses of the Company shall be determined in accordance with sound tax accounting principles applied on a consistent basis using generally accepted tax accounting principles as applied consistent with the Code.

9.6 ***Interest on and Return of Capital Contributions.***

No Member shall be entitled to interest on its Capital Contribution or to a return of its Capital Contribution, except as otherwise provided in this Agreement.

9.7 ***Loans to Company.***

Nothing in this Agreement shall prevent any Member from making secured or unsecured loans to the Company by agreement with the Company, provided that such loans are arms-length transactions, containing terms customary in the lending industry at the time such loans were made.

9.8 ***Accounting Period.***

The Company's accounting period shall be the calendar year ("Fiscal Year").

9.9 ***Records, Audits and Reports.***

At the expense of the Company, the Managers shall maintain records and accounts of the operations and expenditures of the Company. At a minimum, the Company shall keep at its principal place of business the following records:

(a) A current list of the full name and last known address of each Member and Transferee setting forth the amount of cash each Member and Transferee has contributed, a description and statement of the agreed value of the other property or services, each Member and Transferee has contributed or has agreed to contribute in the future, and the date on which each became a Member or Transferee, and their respective Percentage Interest in the Company;

(b) A copy of the Articles of Organization of the Company and all amendments thereto together with executed copies of any powers of attorney pursuant to which any amendment has be executed;

(c) Copies of the Company's federal, state, and local income tax returns and reports, if any, for the three most recent years;

(d) Copies of the Company's currently effective written Agreement, all amendments thereto, and copies of any financial statements of the Company for the three most recent years;

(e) Notices of and minutes of every Member and Managers meeting,

(f) Any written consents obtained from Members for actions taken by Members without a meeting; and

(g) Unless contained in the Articles of Organization or the Agreement, a writing prepared by the Managers setting out the following:

(1) The times at which or events on the happening of which any additional contributions agreed to be made by each Member and Transferee are to be made.

(2) Any right of a Member or Transferee to receive distributions of include a return on all or any part of the Member or Transferee's contributions.

(3) Any power of a Member or Transferee to grant the right to become an assignee of any part of the Member's or Transferee's interest, and the terms and condition of the power.

9.10 ***Returns and Other Elections.***

The Managers shall cause the preparation and timely filing of tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. Copies of such returns, and pertinent information therefrom, shall be furnished to the Members within a reasonable time after the end of the Company's fiscal year upon the Members' written request. All elections permitted to be made by the Company under federal or state laws shall be made by the Managers in their sole discretion. It is the intention of the Members that the Company shall be taxed as a "Partnership" for federal, state, and local income tax purposes.

9.11 ***Tax Matters Partner.***

SIMON L. BERNSTEIN is designated the "Tax Matters Partner" (as defined in Code Section 6231), and is authorized and required to represent the Company (at the Company's expense), either directly, or through accounting or tax representatives, in connection with all examinations for the Company's affairs by tax authorities, including, without limitation administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. The

Members agree to cooperate with each other and to do or refrain from doing any and all things reasonably required to conduct such proceedings.

ARTICLE X

TRANSFERABILITY

10.1 *General.*

10.1.1. ***Transferees Not Members, Generally***. Except as otherwise set forth in Section 10.1.2, or with the consent of all of the Members, neither a Member nor a Transferee shall have the right, as to all or any part of its Membership Interest or Transferee Interest to:

(a) sell, assign, pledge, hypothecate, transfer, exchange or otherwise transfer for consideration (collectively, "sell" or, as context requires "selling"); or

(b) gift, bequeath or otherwise transfer for no consideration (whether or not by operation of law, except in the case of bankruptcy) (collectively, "gift").

Absent the written consent of all Members to the contrary or otherwise provided by law, the Interest of the Transferee shall be a Non-Voting Interest.

10.1.2 ***Transferees Who are Lineal Descendants of a Member***. Any Transferees who are lineal descendants of both SIMON L. BERNSTEIN and SHIRLEY BERNSTEIN, either directly, or indirectly, as beneficiaries of a Trust, or other entity beneficially owned solely for or by that Member (including, but not limited to a revocable trust established by a Member for the sole lifetime benefit of the Member or the Member's descendants) shall be Members upon their written agreement to be bound by the terms of this Agreement and shall be subject to the voting agreements described in Article V, hereinabove.

10.2 *Right of First Refusal.*

(a) If a Selling Member desires to sell all or any portion of its Membership Interest in the Company to a third party purchaser, the Selling Member shall obtain from such third party purchaser a bona fide written offer to purchase such Interest, stating the terms and conditions upon which the purchase is to be made and the consideration offered; provided, however, the offer shall include a "tag along" or "take along" provision, pursuant to which, all Members have the right to sell a pro-rata portion (determined in accordance with the Percentage Interests of all of the Members) of their Interests to the third party. The Selling Member or Transferee shall give written notification to the remaining Members, by certified mail or personal delivery, of its intention to so transfer such Interest, furnishing to the remaining Members a copy of the written offer to purchase such Interest.

(b) Each of the remaining Members, on a basis pro rata to their Percentage Interests or on a basis pro rata to the Percentage Interests of those remaining Members exercising their rights of first refusal, shall have the right to exercise a right of first refusal to purchase all (but not less than all) of the Interest proposed to be purchased by the third party and sold by the Selling Member and the "tag along Members"upon the same terms and conditions as stated in the aforesaid written offer to purchase

by giving written notification to the Selling Member and the "tag along Members", by certified mail or personal delivery, of the intention to do so within thirty (30) days after receiving written notice from the Selling Member. Subject to the following paragraph, the failure of the remaining Members to so notify the Selling Member and the "tag along Members" of their desire to exercise this right of first refusal within said thirty (30) day period shall result in the termination of the right of the first refusal and the Selling Member and the "tag along Members" shall be entitled to consummate the sale of its Interest in the Company to such third party purchaser, provided that the sale shall be consummated within sixty (60) days following the expiration of the aforesaid thirty (30) day period. In the event the remaining Members (or any one or more of the remaining Members) give written notice to the Selling Member and the "tag along Members" of their desire to exercise this right of first refusal and to purchase all of the Interests of the Selling Member and the "tag along Members" offered upon the same terms and conditions as are stated in the aforesaid written offer to purchase, the remaining Members shall have the right to designate the time, date and place of closing, provided that the date of closing shall be within sixty (60) days after written notification to the Selling Member of the remaining Member or Members' election to exercise their right of the first refusal. In the event that two (2) or more Members give written notice of their desire to exercise their right of first refusal, absent an agreement between all the Members so exercising such right, each such Member exercising their right of first refusal shall be entitled to purchase that percentage of the selling Member's share according to the proportion that their Percentage Interests bears to the total Percentage Interests exercising such right of first refusal. The Members shall communicate with each other during the pendency of any offer made in accordance with the terms of this Section 10.2 in order to effectuate the intent of this Section.

(c) As a condition to the Company recognizing the effectiveness of either the sale or gift of an Interest in the Company (including, in both cases, a Transferee Interest), the remaining Members may require the Selling Member, Gifting Member and/or the proposed purchaser, donee or successor-in-interest, as the case may be, to execute, acknowledge and deliver to the remaining Members such instruments of transfer, assignment and assumption and such other certificates, representations and documents, and to perform all such other acts which the remaining Members' may deem necessary or desirable to:

(1) verify the purchase, gift or transfer, as the case may be;

(2) confirm that the person desiring, to acquire an Interest in the Company, or to be admitted as a Member, has accepted, assumed and agreed to be subject and bound by all of the terms, obligations and conditions of the Agreement (whether such Person is to be admitted as a new Member or as a Transferee);

(3) maintain the status of the Company as a partnership for federal tax purposes; and

(4) assure compliance with any applicable state and federal laws including securities laws and regulations.

(d) Any sale or gift of a Membership Interest or Transferee Interest in compliance with this Article X shall be deemed effective upon the last day of the calendar month in which all the terms and conditions hereof relating thereto have been satisfied. The admission of a Member in compliance with this Article X shall be deemed effective as of the last day of the calendar month in

which the remaining Members' consent thereto was given. The Selling Member hereby indemnifies the Company and the remaining Members against any and all loss, damage, or expense (including, without limitation, tax liabilities or loss of tax benefits) arising directly or indirectly as a result of any transfer or purported transfer in violation of this Article X.

10.3 ***Permitted Transfer to Descendants/Mandatory Offer at Death.***

10.3.1 ***No Mandatory Offer At Death***. If a Member's Interest is Transferred to a lineal descendant of the Member, to a Trust or other entity beneficially owned solely for or by that Member or the lineal descendant of that Member, the Transferee shall not be required to sell or offer to sell his or her Interest, shall be eligible to become a Member pursuant to Sections 10.1.1 and 10.1.2 above, and shall be subject to the voting agreements described in Article V, above. If Members of the Company are trusts for the lifetime benefit of the lineal descendants of a Member either directly or indirectly, then the successors in interest to the Interests in the Company pursuant to the terms of such trusts shall be considered as Members hereof (regardless of indirect ownership as trust beneficiaries) as long as the beneficial interests are owned by the lineal descendants of the Member, and said persons shall be subject to the voting agreements described in Article V, above.

10.3.2 ***Mandatory Offer At Death***. Except with transfers described in 10.3.1., above, the death of any Member or Transferee who owns an Interest shall constitute an offer by the Member's Estate, Trust, or other legal successor in interest, to sell all of the Member's Interest to the Company (the "Offer") at its fair market value (determined as of the date of death). The Company shall have one hundred eighty (180) days in which to accept the Offer at an agreed price, which acceptance shall be made by delivery of written notice thereof to the legal representative of the estate of the Member or Transferee, by certified mail or personal delivery, within said one hundred eighty (180) day period. If the Company does not elect to purchase the Interest within said one hundred eighty (180) day period, the remaining Members shall have the right, but are not required to, purchase the remaining part, or all, as the case may be, of the Interest at its fair market value (as determined herein) determined as of the date of death, in proportion to their existing Interests. Such right to purchase shall be exercised by delivery of written notice thereof, by certified mail or personal delivery, during the thirty (30) days immediately after the one hundred eighty (180) day period (the "30 Day Period"). If any such Member does not desire to purchase his/her or its full proportionate part of the Interest offered for sale, but the remaining Members desire to purchase all of the Interest offered for sale, said Members shall then have the right to purchase said Interest proportionally in accordance with their respective Interests and the Members shall communicate with each other during the 30 Day Period in order to effectuate the intent of this Section 10.3. Except as provided in Section 10.1.2 and 10.1.3, to the extent that any part, or all, of an Interest is not purchased under the provisions of this Section 10.3, the deceased's Member's Interest shall become a Transferee's Interest, if not owned beneficially or directly by another Member hereof. The purchase price shall be as agreed by the parties, and, unless otherwise agreed, shall be paid in cash at the closing, which shall occur no later than thirty (30) days after the end of the 30 Day Period. For purposes of this Agreement, the "fair market value" of an Interest is equal to its Percentage Interest multiplied by the value of the Company (as agreed by the parties). If the value of the Company is not agreed to by the parties, then for purposes of this Agreement "fair market value" of a Member's Interest shall be determined without reduction for minority, lack of marketability or other entity/Company level discounts, based upon a reasonable appraisal procedure to determine the fair market value of the Company's assets. The appraisal procedure shall be agreed upon by the Member and Company. If the

parties cannot agree to an appraisal procedure, then an MAI appraiser shall be selected by the Personal Representative of the deceased Member's estate, and if the Company does not agree as to that appraiser, then the Company shall select its own appraiser and each MAI appraiser then shall select a third MAI appraiser and the average of all three (3) appraisals shall be the fair market value of the Interest. As set forth hereinabove, fair market value" of a Member's Interest shall be determined without reduction for minority, lack of marketability or other entity/Company level discounts.

10.4 ***Transferee Not Member in Absence of Unanimous Consent.***

(a) Except as provided in Section 10.1.2 and 10.1.3, if all of the remaining Members do not approve by unanimous written consent of the proposed, sale or gift of the Transferring Member's Membership Interest to a transferee or donee which is not a Member immediately prior to the sale or gift, then the proposed transferee or donee shall have no right to participate in the management of the business and affairs of the Company or to become a Member. The transferee or donee shall be merely a Transferee entitled solely to economic rights to profits, losses and distributions and shall have no voting rights under this Agreement or in matters relating to the Company and its business; provided, however, any sale of a Transferee's interest in the Company should be subject to Section 10.2. No transfer of a Member's Interest in the Company (including any transfer of the Transferee Interest or any other transfer which has not been approved by unanimous written consent of the Members) shall be effective unless and until written notice (including the name and address of the proposed transferee or donee and the date of such transfer) has been provided to the Company and the nontransferring Member(s).

(b) Upon and contemporaneously with any sale or gift of a Transferring Member's Interest in the Company which does not at the same time transfer the balance of the rights associated with the Transferee Interest transferred by the Transferring Member (including, without limitation, the rights of the Transferring Member to participate in the management of the business and affairs of the Company), all remaining rights and interest which were owned by the Transferring Member immediately prior to such sale or gift or which were associated with the transferred Interest shall immediately lapse until the remaining Members, by unanimous written consent, reinstate such rights to the Transferee who did not previously obtain the unanimous written consent, reinstating such rights to a successor or transferee of such Transferee.

ARTICLE XI

ADDITIONAL MEMBERS

From the date of the formation of the Company, any Person or Entity acceptable to the Members by their unanimous vote thereof may become a Member in this Company for such consideration as the Members by their unanimous votes shall determine, subject to the terms and conditions of this Agreement. No new Members shall be entitled to any retroactive allocation of profits losses, income or expense deductions incurred by the Company. The Manager(s) may, at their option, at the time a Member is admitted, close the Company books (as though the Company's tax year has ended) or make pro rata allocations of income, loss, and expense deductions to a new Member for that portion of the Company's tax year in which a Member was admitted in accordance with the provisions of Code Section 706(d) and the Treasury Regulations promulgated thereunder.

ARTICLE XII

DISSOLUTION AND TERMINATION

12.1 ***Dissolution.***

(a) The Company shall be dissolved upon the occurrence of any of the following events:

(i) by the unanimous written consent of all Members; or

(ii) the sale, transfer or assignment of substantially all of the assets of the Company; or

(iii) as otherwise required by law.

12.2 ***Winding Up, Liquidation and Distribution of Assets.***

(a) Upon dissolution, an accounting shall be made by the Company's independent accountant of the accounts of the Company and of the Company's assets, liabilities and operations, from the date of the last previous accounting until the date of dissolution. The Managers shall immediately proceed to wind up the affairs of the Company.

(b) If the Company is dissolved and its affairs are to be wound up, the Managers shall:

(1) Sell or otherwise liquidate all of the Company's assets as promptly as practicable (except to the extent the Managers may determine to distribute any assets to the Members in kind),

(2) Allocate any profit or loss resulting from such sales to the Member's and Transferees' Capital Accounts in accordance with Article IX hereof.

(3) Discharge all liabilities of the Company, including liabilities to Members and Transferees who are creditors, to the extent other-wise permitted by law, other than liabilities to Members and Transferees for Distributions, and establish such Reserves as may be reasonably necessary to provide for contingent liabilities of the Company (for purposes of determining the Capital Accounts of the Members and Transferees, the amounts of such Reserves shall be deemed to be an expense of the Company),

(4) Distribute the remaining assets in the following order:

(i) If any assets of the Company are to be distributed in kind, the net fair market value of such assets as of the date of dissolution shall be determined by independent appraisal or by agreement of all of the Members. Such assets shall be deemed to have been sold as of the date of dissolution for their fair market value, and

the Capital Accounts of the Members and Transferees shall be adjusted pursuant to the provisions of Article IX and Section 8.3 of this Agreement to reflect such deemed sale.

(ii) To the Members and Transferees, pro rata, in accordance with the positive balance (if any) of each Member's and Transferee's Capital Account (as determined after taking into account all Capital Account adjustments for the Company's taxable year during, which the liquidation occurs) shall be distributed to the Members and Transferee either in cash or in kind, as determined by the Managers, with any assets distributed in kind being valued for: this purpose at their fair market value as determined pursuant to Section 12.2(b)(i).

(iii) Thereafter, to the Members and Transferee's pro rata, in accordance with their respective Percentage Interests.

(c) Notwithstanding anything to the contrary in this Agreement, upon a liquidation within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Treasury Regulations, if any Member has a Deficit Capital Account (after giving effect to all contributions, distributions, allocations and other Capital Account adjustments for all taxable years, including the year during which such liquidation occurs), such Member shall have no obligation to make any Capital Contribution, and the negative balance of such Member's Capital Account shall not be considered a debt owed by such Member to the Company or to any other Person for any purpose whatsoever.

(d) Upon completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated.

(e) The Manager(s) shall comply with all requirements of applicable law pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

12.3 ***Articles of Dissolution.***

When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed among its members in accordance with their respective rights and interests, a Articles of Dissolution of the Company shall be filed with the Florida Department of State.

12.4 ***Effect of Filing Articles of Dissolution.***

Upon the filing of Articles of Dissolution with the Florida Department of State, and upon issuance of the Certificate of Dissolution by the Department of the State, the existence of the Company shall cease, except for the purpose of suits, of the proceedings and appropriate action as provided in the Act. The Managers shall have authority to distribute any Company property discovered after dissolution, convey real estate and take such other action as may be necessary on behalf of and in the name of the Company.

12.5 ***Return of Contribution Nonrecourse to Other Members.***

Except as provided by law or as expressly provided in this Agreement, upon dissolution, each Member and Transferee shall look solely to the assets of the Company for the return of its Capital Contribution. If the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the cash contribution of one or more Members or Transferees, such Member(s) or Transferee(s) shall have no recourse against any other Member or Transferee, except as otherwise provided by law.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

13.1 *Notices.*

Any notice, demand, or communication required or permitted to be given by any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered personally or by express mail or courier service (with receipt acknowledged) to the party or to an executive officer of the party to whom the same is directed, if telecopied (with receipt acknowledged) to the party or an executive officer of the party to whom the same is directed or, if sent by registered or certified mail, postage and charges prepaid, addressed to the Member's and/or Company's address, as appropriate, which is set forth in this Agreement. Except as otherwise provided herein any such notice shall be deemed to be given two (2) business days after the date on which the same was deposited in the United States mail, addressed and sent as aforesaid, if sent by mail or upon confirmation of receipt if delivered by telecopier, personal delivery or courier service.

13.2 ***Books of Account and Records.***

Proper and complete records and books of account shall be kept or shall be caused to be kept by the Managers in which shall be entered fully and accurately all transactions relating. to the Company's business in such detail and completeness as is customary and usual for businesses of the type engaged in by the Company. Such books and records shall be maintained as provided in Section 9.9. The books and records shall at all times be maintained at the principal place of business of the Company. Additionally, the Managers shall promptly distribute to all Members, copies of the Company' financial statements on an annual basis.

13.3 ***Application of Florida Law.***

This Agreement and its interpretation shall be governed exclusively by its terms and by the laws of the State of Florida, and specifically the Act.

13.4 ***Waiver of Action for Partition.***

Each Member and Transferee irrevocably waives during the term of the Company any right that it may have to maintain any action for partition with respect to the property of the Company.

13.5 ***Amendments.***

This Agreement may not be amended except in writing by the affirmative vote of a majority of the Members of the Company which vote must include the affirmative vote of the Manager. Any amendment changing either the Percentage Interests of the Members or any provision within Article V requires the unanimous vote of the Members.

13.6 ***Execution of Additional Instruments.***

Each Member hereby agrees to execute such other and further statements of interest and holdings, designations and other instruments necessary to comply with an laws, rules or regulations.

13.7 ***Construction.***

Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa.

13.8 ***Headings.***

The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision thereof

13.9 ***Waivers.***

The failure of any party to seek redress for default of or to insist upon the strict performance of any covenant of condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a default, from having the effect of an original default.

13.10 ***Rights and Remedies Cumulative.***

The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any other remedy. Said rights and remedies are given in addition to any other legal rights that parties may have.

13.11 ***Severability.***

If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

13.12 ***Heirs, Successors and Assigns.***

Each and all of the covenants, terms, provisions and agreement herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors and assigns.

13.13 ***Creditors.***

None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company.

13.14 ***Counterparts***.

This Agreement may be executed in counterparts, each of shall be deemed an original but all of which shall constitute one and the same instrument.

13.15 ***Conflict of Interest Waiver***. The Members and the Company acknowledge that the law firm of Tescher & Spallina, P.A. has represented the Company in connection with the drafting of this Agreement and the formation and structuring of the Company, and that said law firm also represents one or more of the Members (namely, SIMON L. BERNSTEIN, SHIRLEY BERNSTEIN, SHIRLEY BERNSTEIN FAMILY FOUNDATION, INC., and BERNSTEIN FAMILY INVESTMENTS, LLLP). The Company and its Members acknowledge that they have been advised that there are material income tax consequences and economic ramifications from being a Member in the Company, that they fully understand the tax consequences and economic ramifications of a Member's investment in the Company, and that they have been encouraged to consult with separate and independent counsel to advise them on Company and Member issues including this Agreement and the formation of the Company. The Company and the Members hereby waive any conflicts of interest with respect to the foregoing law firm's representation of the Company and the afore described Members and owners of interests in entity Members, in connection with the services set forth in this Section.

==========

IN WITNESS WHEREOF, the parties hereto have caused their signatures, or the signatures of their duly authorized representatives, to be set forth below on the day and year first above written.

Witnesses:

MEMBERS:

SIMON L. BERNSTEIN TRUST AGREEMENT dated May 20, 2008

By: _____
SIMON L. BERNSTEIN, Trustee

SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008

By: _____
SHIRLEY BERNSTEIN, Trustee

ELIOT BERNSTEIN FAMILY TRUST dated May 20, 2008

By: _____
SIMON L. BERNSTEIN, Co-Trustee

By: _____
SHIRLEY BERNSTEIN, Co-Trustee

By: _____
ROBERT L. SPALLINA, Independent Trustee

JILL IANTONI FAMILY TRUST dated May 20, 2008

By: _____
SIMON L. BERNSTEIN, Co-Trustee

By: _____
SHIRLEY BERNSTEIN, Co-Trustee

By: _____
ROBERT L. SPALLINA, Independent Trustee

LISA S. FRIEDSTEIN FAMILY TRUST dated May 20, 2008

By: _____
SIMON L. BERNSTEIN, Co-Trustee

By: _____
SHIRLEY BERNSTEIN, Co-Trustee

By: _____
ROBERT L. SPALLINA, Independent Trustee

COMPANY:
BERNSTEIN HOLDINGS, LLC, a Florida limited liability company

By: _____
SIMON L. BERNSTEIN, Manager

F:\WPDATA\drt\Bernstein, Shirley & Simon\Bernstein Family Investments, LLLP\Bernstein Holdings, LLC\Bernstein Holdings, LLC Operating Agreement.wpd

BERNSTEIN HOLDINGS, LLC
LIMITED LIABILITY COMPANY
OPERATING AGREEMENT

EXHIBIT A

Member(s)	Percentage Interest*	Capital Contributions
SIMON L. BERNSTEIN, Trustee of the SIMON L. BERNSTEIN TRUST AGREEMENT u/t/d May 20, 2008	48.5%	$48.50
SHIRLEY BERNSTEIN, Trustee of the SHIRLEY BERNSTEIN TRUST AGREEMENT u/t/d May 20, 2008	48.5%	$48.50
SIMON L. BERNSTEIN and SHIRLEY BERNSTEIN, Co-Trustees ROBERT L. SPALLINA, Independent Trustee of the ELIOT BERNSTEIN Family Trust dated May 20, 2008	1%	$1.00
SIMON L. BERNSTEIN and SHIRLEY BERNSTEIN, Co-Trustees ROBERT L. SPALLINA, Independent Trustee of the JILL IANTONI Family Trust dated May 20, 2008	1%	$1.00
SIMON L. BERNSTEIN and SHIRLEY BERNSTEIN, Co-Trustees ROBERT L. SPALLINA, Independent Trustee of the LISA S. FRIEDSTEIN Family Trust dated May 20, 2008	1%	$1.00

*proportionate to capital accounts of Members

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN File No. 502011CP000653XXXX SB

Deceased.

INVENTORY

The undersigned personal representative of the estate of SHIRLEY BERNSTEIN, deceased, who died on December 8, 2010, and whose social security number is XXX-XX-9749, submits this inventory of all the property of the estate, that has come into the hands, possession, control, or knowledge of these personal representatives:

REAL ESTATE IN FLORIDA – Exempt (Protected) Homestead:

Description
NONE

REAL ESTATE IN FLORIDA – Non-Exempt Homestead:

Description	Estimated Fair Market Value
NONE	

(Whether homestead property is exempt from the claims of creditors, whether it is properly devised and whether it is a probate asset may have to be determined by appropriate proceedings.)

OTHER REAL ESTATE IN FLORIDA:

Description	Estimated Fair Market Value
NONE	$
Total Real Estate in Florida – Except Exempt (Protected) Homestead	$

Bar Form No. P-3.0100
© Florida Lawyers Support Services, Inc.
Reviewed October 1, 1998

Estate of Shirley Bernstein
File No. 502011CP000653XXXX SB
INVENTORY

PERSONAL PROPERTY WHEREVER LOCATED:

Description	Estimated Fair Market Value
Furniture, furnishings, household goods and personal effects	$ 25,000.00 (est.)
TOTAL OF ALL PERSONAL PROPERTY AND FLORIDA REAL ESTATE	$ 25,000.00

All real estate located outside the State of Florida owned by the decedent of which the personal representative is aware, if any, is described on a schedule attached hereto. [If none, so indicate]

NONE

NOTICE: Each residuary beneficiary in a testate estate or heir in an intestate estate has the right to request a written explanation of how the inventory value of any asset was determined, including whether the personal representative obtained an independent appraisal for that asset and from whom the appraisal was obtained. Any other beneficiary may request this information regarding all assets distributed to or proposed to be distributed to that beneficiary.

Under penalties of perjury, I declare that I have read the foregoing, and the facts alleged are true to the best of my knowledge and belief.

Signed on this 29th day of August, 2011.

ROBERT L. SPALLINA, Esq.
Attorney for Personal Representative
Florida Bar No. 497381
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Telephone: (561) 997-7008

SIMON BERNSTEIN, Personal Representative

Bar Form No. P-3.0100
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Reviewed October 1, 1998

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Inventory was furnished by U.S. certified mail to:

Florida Department of Revenue
5050 W. Tennessee St., Bldg. K
Tallahassee, FL 32399-0100

on this 8 day of SEP, 2011.

TESCHER & SPALLINA, P.A.
Attorneys for the Personal Representative
of the Estate of Shirley Bernstein
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
Telephone: (561) 997-7008

BY: _____
ROBERT L. SPALLINA, ESQ.
Florida Bar No. 497381

Bar Form No. P-3.0100
© Florida Lawyers Support Services, Inc.
Reviewed October 1, 1998

CFN 20080327651
OR BK 22841 PG 1818
RECORDED 09/04/2008 14:10:25
Palm Beach County, Florida
AMT 365,000.00
Deed Doc 1,277.50
Sharon R. Bock,CLERK & COMPTROLLER
Pgs 1818 - 1820; (3pgs)

This Instrument prepared by:

Robert L. Spallina, Esq.
Tescher & Spallina, P.A.
2101 Corporate Boulevard, Suite 107
Boca Raton, FL 33431
(561) 998-7847

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS $365,000.00, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS SECOND MORTGAGE.

SECOND MORTGAGE

THIS SECOND MORTGAGE is made and executed the 8th day of July, 2008, by SIMON L. BERNSTEIN, whose address is 7020 Lions Head Lane, Boca Raton, Florida 33496, hereinafter referred to as the "Mortgagee"(which term shall include the Mortgagee's heirs, successors and assigns), to BERNSTEIN FAMILY REALTY, LLC, a Florida limited liability company whose post office address is 950 Peninsula Corporate Circle, Suite 3010, Boca Raton, Florida 33487, hereinafter referred to as the "Mortgagor" (which term shall include the Mortgagor's heirs, successors and assigns).

WITNESSETH, for good and valuable considerations, and in consideration of the aggregate sum in that certain promissory note of even date herewith (hereinafter referred to as the "Note"), Mortgagor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Mortgagee, in fee simple, that certain property of which Mortgagor is now seized and possessed situate in Palm Beach County, State of Florida, legally described as follows, including all improvements now or hereafter placed thereon, which property and improvements are hereinafter referred to collectively as the "Property":

> Lot 68, Block G, BOCA MADERA UNIT 2, according to the Plat thereof, recorded in Plat Book 32, Pages 59 and 60, of the Public Records of Palm Beach County, Florida.

TO HAVE AND TO HOLD the Property, together with the tenements, hereditaments and appurtenances thereof, unto Mortgagee in fee simple.

AND Mortgagor hereby covenants with Mortgagee that Mortgagor is indefeasibly seized of the Property in fee simple, that Mortgagor has full power and lawful right to convey the Property to Mortgagee in fee simple, that it shall be lawful for Mortgagee at all times peaceably and quietly to enter upon, hold, occupy and enjoy the Property, that the Property is free from all encumbrances, that Mortgagor will make such further assurance to perfect the fee simple title to the Property in Mortgagee as may reasonably be required, and that Mortgagor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS, that if Mortgagor shall pay unto Mortgagee the Note, of which the following in words and figures is a true copy:

See Attached Exhibit "A"

and shall perform, comply with and abide by all of the conditions and covenants of the Note and of this Second Mortgage, then this Second Mortgage and the estate thereby created shall cease and be null and void.

AND Mortgagor hereby covenants and agrees as follows:

1. To pay all the principal and interest and other sums of money payable under the Note and this Second Mortgage, or either of them, promptly on the days the same severally become due and any other Note or Second Mortgage securing the property described herein.

2. To pay all the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on the Property, and if the same be not promptly paid, Mortgagee may at any time pay the same without waiving or affecting the option to foreclose or any right hereunder, and every payment so made shall bear interest from the date thereof at the rate of eighteen (18%) percent per annum. Mortgagor shall pay the annual real estate taxes no later than November 30th of each year and shall send Mortgagee proof of payment no later than December 31st of said year.

3. To pay all and singular the costs, charges and expenses, including reasonable attorney's fees, incurred or paid at any time by Mortgagee because of the failure on the part of Mortgagor to perform each and every covenant of the Note and this Second Mortgage, or either of them, and every such payment shall bear interest from the date of payment by Mortgagee at the rate of eighteen (18%) percent per annum.

4. To keep the Property insured in a sum not less than the greater of (a) $365,000 or (b) the maximum insurable value of the improvements thereon, in a company or companies to be approved by Mortgagee, which policy or policies shall be held by and shall be payable to Mortgagee, and in the event any sum of money becomes payable under such policy or policies, Mortgagee shall have the option to receive and apply the same on account of the indebtedness hereby secured or to permit the Mortgagor to receive and use it or any part thereof for other purposes, without thereby waiving or impairing any equity, lien or right under or by virtue of this Second Mortgage, and may place and pay for such insurance or any part thereof without waiving or affecting the option to foreclose or any right hereunder, and each and every such payment shall bear interest from the date of payment by Mortgagee at the rate of ten (10%) percent per annum.

5. To permit, commit or suffer no waste, impairment or deterioration of the Property or any part thereof.

6. To perform, comply with, and abide by each and every condition and covenant set forth in the Note and in this Second Mortgage.

7. If any of said sums of money herein referred to be not promptly and fully paid within ten (10) days after the same severally become due and payable, or if each and every one of the conditions

and covenants of the Note and this Second Mortgage, or either of them, are not fully performed, the aggregate sum due under the Note shall become due and payable forthwith or thereafter at the option of the Mortgagee, as fully and completely as if the said aggregate sum of $365,000 were originally stipulated to be paid on such day, anything in the Note or this Second Mortgage to the contrary notwithstanding. In addition to the above provisions, any payments made more than fifteen (15) days after their due date shall be subject to an automatic late charge of ten (10%) percent of the amount of said payment.

8. If all or any part of the described property or any legal or equitable interest therein is sold, transferred or encumbered by Mortgagor, excluding a transfer by devise, descent or by operation of law upon the death of Mortgagor, Mortgagee may, at Mortgagee's sole option, declare all the sums secured by this Second Mortgage to be immediately due and payable.

9. In the event Mortgagee finds it necessary to bring suit against Mortgagor due to an alleged default by Mortgagor hereunder, and Mortgagee prevails in said litigation, Mortgagee shall be entitled to recover from Mortgagor any and all costs and reasonable attorney's fees incurred by Mortgagee in said litigation.

IN WITNESS WHEREOF, the Mortgagor has caused these presents to be executed in its name, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, Sealed & Delivered

in the presence of:

Jaclyn Johnson
(Print Name)

Juliana Goldman
(Print Name)

BERNSTEIN FAMILY REALTY, LLC a Florida limited liability company

By: _____
SIMON L. BERNSTEIN, Manager

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 8th day of July, 2008, by SIMON L. BERNSTEIN, Manager for BERNSTEIN FAMILY REALTY, LLC.

NOTARY PUBLIC-STATE OF FLORIDA
Diana Banks
Commission # DD770917
Expires: MAY 11, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

_____
Signature of Notary Public

_____
(Print, type or Stamp Commissioned Name of Notary Public)
Personally Known ✓ or Produced Identification _____
Type of Identification Produced _____

PROMISSORY NOTE

$365,000.00

Effective as of July 1, 2008
Ashville, North Carolina

For value received, the undersigned promises to pay to the order of SIMON L. BERNSTEIN the principal sum of Three Hundred Sixty Five Thousand ($365,000.00) Dollars, together with all interest thereon from the date hereof, to be paid in lawful money of the United States of America. Interest payments under this Note shall be calculated using the long-term Applicable Federal Rate for July 2008 of four and 55/100 (4.55%) percent, compounded semi-annually, and payable on each anniversary of this Note. Interest payments shall commence one year from the date hereof and shall be paid annually on the same date each year thereafter. The entire principal balance, and all accrued but unpaid interest, shall be due on the earlier of fifteen (15) years from the date hereof, or the death of SIMON L. BERNSTEIN.

This Note may be prepaid in whole or in part at anytime without penalty; provided that any partial prepayment shall be applied first to accrued interest and then to principal. This Note is secured by a Second Mortgage of even date herewith. Upon a default in the payment of this Note of principal and/or interest or in the performance of any of the terms of said Mortgage, and if such default shall remain uncured for thirty (30) days after written notice thereof has been given to Maker, then, at the option of the holder, the entire principal sum remaining unpaid, together with accrued interest, shall become immediately due and payable without further notice. This Note, while in default, shall accrue interest at the highest lawful rate of interest permitted by law. This Note shall be governed by the laws of the State of Florida.

All makers, endorsers, and/or guarantors now or hereafter becoming parties hereto jointly and severally waive presentment, demand, protest, notices of nonpayment, dishonor, and protest and all notices of every kind, and jointly and severally agree that in the event of default in the payment of any principal or interest due hereunder, which shall continue for a period of fifteen (15) days, or upon the occurrence of any other event deemed a default hereunder or any instrument or document securing the payment of this Note, the unpaid indebtedness, together with all accrued interest, shall thereupon, at the option of the holder, become immediately due and payable.

All makers, endorsers and/or guarantors now or hereafter becoming parties hereto jointly and severally agree, if this Note becomes in default and is placed in the hands of an attorney for collection, to pay the costs of collection, including reasonable attorneys' and accountants' fees, and similar costs in the event of appellate review, whether by appeal, certiorari, or other appellate remedies.

No single or partial exercise of any power hereunder shall preclude other or further exercises thereof or the exercise of any other power. No delay or omission on the part of the holder hereof in exercising any right hereunder shall operate as a waiver of such right or of any right under this Note. The release of any party liable for this Note shall not operate to release any other party liable hereon.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed at Ashville, North Carolina, effective as of the day and year first above written.

BERNSTEIN FAMILY REALTY, LLC, a Florida limited liability company

By: _____
SIMON BERNSTEIN, Manager

AFFIDAVIT OF OUT-OF STATE EXECUTION AND DELIVERY

STATE OF FLORIDA

COUNTY OF PALM BEACH

Before me this day personally appeared SIMON L. BERNSTEIN ("Affiant"), Manager of BERNSTEIN FAMILY REALTY, LLC, a Florida limited liability company (the "Company"), who being first duly sworn by me, deposes and says:

1. That Affiant is the Manager of the Company;

2. That on July 3, 2008, Affiant, on behalf of the Company, executed in the State of North Carolina that certain promissory note payable to SIMON L. BERNSTEIN in the original principal amount of Three Hundred Sixty Five Thousand ($365,000.00) Dollars (the "Promissory Note"); and

3. That Affiant delivered the Promissory Note directly to SIMON L. BERNSTEIN at Ashville, North Carolina for delivery and acceptance.

FURTHER AFFIANT SAYETH NOT.

SIMON L. BERNSTEIN

The foregoing instrument was acknowledged before me this 8th day of July, 2008, by SIMON L. BERNSTEIN, Manager of the Company.

NOTARY PUBLIC-STATE OF FLORIDA
Diana Banks
Commission # DD770917
Expires: MAY 11, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

Signature - Notary Public

[Seal with Commission Expiration Date]

Diana Banks

Print, type or stamp name of Notary Public

Personally Known ✓ or Produced Identification _____

Type of Identification Produced _____

SIMON BERNSTEIN

2011
INCOME TAX RETURNS

CBIZ

CBIZ Goldstein Lewin

Opt-Out

My tax return preparer GERALD R. LEWIN *has informed me that the tax return preparer may be required to electronically file my 2011 individual income tax return* FORM 1040 *if the tax return preparer files it with the IRS on my behalf (e.g., submits it by mail to the IRS). I understand that electronic filing may provide a number of benefits to taxpayers, including an acknowledgement that the IRS received the returns, a reduced chance of errors in processing the returns, and faster refunds. I do not want to have my return electronically filed, and I choose to file my return on paper forms. I will mail or otherwise submit my paper return to the IRS myself. My preparer will not file or otherwise mail or submit my paper return to the IRS.*

Taxpayer's signature _____ *Date* 12/17/12

SIMON BERNSTEIN (DEC. 09/13/12)

Spouse's signature _____ *Date* _____

131161
01-25-12

2011 TAX RETURN FILING INSTRUCTIONS

U.S. INDIVIDUAL INCOME TAX RETURN

FOR THE YEAR ENDING

DECEMBER 31, 2011

Prepared for	SIMON BERNSTEIN ESTATE 7020 LIONS HEAD LANE BOCA RATON, FL 33496
Prepared by	CBIZ GOLDSTEIN LEWIN 1675 N. MILITARY TRAIL, FIFTH FLOOR BOCA RATON, FL 33486
Amount of tax	Total tax $ 0 Less: payments and credits $ 360 Plus: interest and penalties $ 0 OVERPAYMENT $ 360
Overpayment	Miscellaneous Donations $ 0 Credited to your estimated tax $ 0 Refunded to you $ 360
Make check payable to	NOT APPLICABLE
Mail tax return and check (if applicable) to	DEPARTMENT OF THE TREASURY INTERNAL REVENUE SERVICE CENTER AUSTIN, TX 73301-0002
Return must be mailed on or before	OCTOBER 15, 2012
Special Instructions	WE RECOMMEND USING A PRIVATE DELIVERY SERVICE TO FILE YOUR RETURN. THE INTERNAL REVENUE SERVICE HAS APPROVED THE FOLLOWING COMPANIES FOR THIS PURPOSE: DHL, FEDEX, AND UNITED PARCEL SERVICE (UPS). IF YOU CHOOSE THIS OPTION YOU MUST CONTACT ONE OF THESE COMPANIES AND REQUEST ADDITIONAL INSTRUCTIONS FOR SENDING YOUR RETURN TO THE AUSTIN SERVICE CENTER. THE RETURN SHOULD BE SIGNED AND DATED BY THE EXECUTOR OF THE ESTATE. PLEASE SIGN AND DATE THE ATTACHED OPT-OUT STATEMENT AND RETURN IT TO OUR OFFICE. DO NOT MAIL THE OPT-OUT STATEMENT WITH YOUR RETURN.

100081
05-01-11

CBIZ Goldstein Lewin
1675 N. Military Trail, Fifth Floor
Boca Raton, FL 33486
Ph: 561.994.5050 F: 561.241.0071
www.cbizgl.com

OCTOBER 13, 2012

SIMON BERNSTEIN ESTATE
7020 LIONS HEAD LANE
BOCA RATON, FL 33496

ENCLOSED ARE THE ORIGINAL AND ONE COPY OF YOUR 2011 INCOME TAX RETURN, AS FOLLOWS...

2011 U.S. INDIVIDUAL INCOME TAX RETURN

PLEASE SIGN AND DATE THE ATTACHED OPT-OUT STATEMENT AND RETURN IT TO OUR OFFICE. DO NOT MAIL THE OPT-OUT STATEMENT WITH YOUR RETURN.

YOUR SHORT-TERM CAPITAL LOSS CARRYOVER TO SUBSEQUENT YEARS IS $140,495.

YOUR LONG-TERM CAPITAL LOSS CARRYOVER TO SUBSEQUENT YEARS IS $101,811.

WE PREPARED THE RETURN FROM INFORMATION YOU FURNISHED US WITHOUT VERIFICATION. UPON EXAMINATION OF THE RETURN BY TAXING AUTHORITIES, REQUESTS MAY BE MADE FOR UNDERLYING DATA. WE THEREFORE RECOMMEND THAT YOU PRESERVE ALL RECORDS WHICH YOU MAY BE CALLED UPON TO PRODUCE IN CONNECTION WITH SUCH POSSIBLE EXAMINATIONS.

PLEASE REVIEW THE RETURN FOR COMPLETENESS AND ACCURACY.

THE STATUS OF YOUR ESTIMATED TAX PAYMENTS SHOULD BE REVIEWED EACH QUARTER TO ASSURE AVOIDANCE OF PENALTIES.

WE HAVE ENCLOSED A MAILING ENVELOPE FOR YOUR CONVENIENCE IN FILING YOUR RETURN.

WE RECOMMEND THAT YOU USE CERTIFIED MAIL WITH POSTMARKED RECEIPTS FOR PROOF OF TIMELY FILING.

AS AN ALTERNATE FORM OF DELIVERY, YOU MAY USE A PRIVATE DELIVERY SERVICE TO FILE YOUR PAYMENT. THE INTERNAL REVENUE SERVICE HAS APPROVED THE FOLLOWING COMPANIES FOR THIS PURPOSE: DHL, FEDEX, AND UNITED PARCEL SERVICE (UPS). IF YOU CHOOSE THIS OPTION YOU MUST CONTACT ONE OF THESE COMPANIES AND REQUEST ADDITIONAL INSTRUCTIONS FOR SENDING YOUR RETURN TO THE

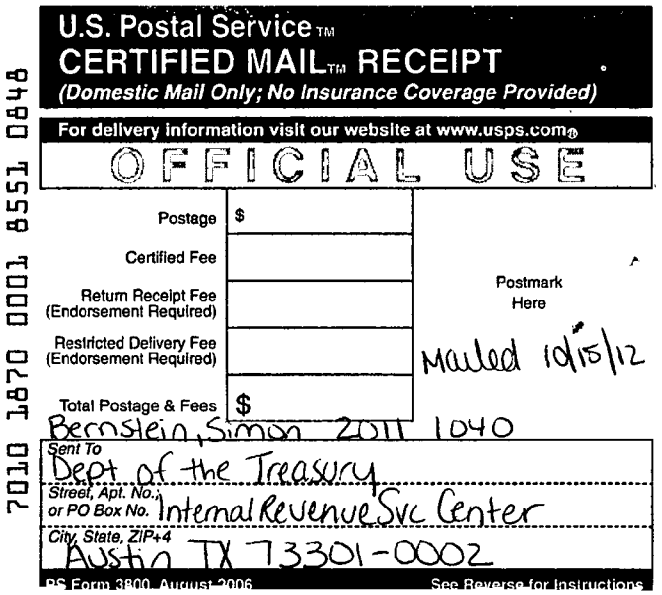
SERVICE CENTER.

EACH ORIGINAL RETURN SHOULD BE SIGNED, DATED AND FILED IN ACCORDANCE WITH THE FILING INSTRUCTIONS. THE COPY SHOULD BE RETAINED FOR YOUR FILES.

WE SINCERELY APPRECIATE THE OPPORTUNITY TO SERVE YOU. PLEASE CONTACT US IF YOU HAVE ANY QUESTIONS CONCERNING THE TAX RETURNS.

VERY TRULY YOURS,

CBIZ GOLDSTEIN LEWIN



U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

OFFICIAL USE

Postage	$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$

Postmark Here

Mailed 10/15/12

Bernstein, Simon 2011 1040

Sent To: Dept of the Treasury

Street, Apt. No., or PO Box No.: Internal Revenue Svc Center

City, State, ZIP+4: Austin TX 73301-0002

7010 1870 0001 8551 0848

PS Form 3800, August 2006 — See Reverse for Instructions

CBIZ Goldstein Lewin
1675 N. Military Trail, Fifth Floor
Boca Raton, FL 33486
Ph: 561.994.5050 F: 561.241.0071
www.cbizgl.com

OCTOBER 13, 2012

SIMON BERNSTEIN ESTATE
7020 LIONS HEAD LANE
BOCA RATON, FL 33496

ENCLOSED ARE THE ORIGINAL AND ONE COPY OF YOUR 2011 INCOME TAX RETURN, AS FOLLOWS...

2011 U.S. INDIVIDUAL INCOME TAX RETURN

PLEASE SIGN AND DATE THE ATTACHED OPT-OUT STATEMENT AND RETURN IT TO OUR OFFICE. DO NOT MAIL THE OPT-OUT STATEMENT WITH YOUR RETURN.

YOUR SHORT-TERM CAPITAL LOSS CARRYOVER TO SUBSEQUENT YEARS IS $140,495.

YOUR LONG-TERM CAPITAL LOSS CARRYOVER TO SUBSEQUENT YEARS IS $101,811.

WE PREPARED THE RETURN FROM INFORMATION YOU FURNISHED US WITHOUT VERIFICATION. UPON EXAMINATION OF THE RETURN BY TAXING AUTHORITIES, REQUESTS MAY BE MADE FOR UNDERLYING DATA. WE THEREFORE RECOMMEND THAT YOU PRESERVE ALL RECORDS WHICH YOU MAY BE CALLED UPON TO PRODUCE IN CONNECTION WITH SUCH POSSIBLE EXAMINATIONS.

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VERY TRULY YOURS,

CBIZ GOLDSTEIN LEWIN

2011 TAX RETURN FILING INSTRUCTIONS

U.S. INDIVIDUAL INCOME TAX RETURN

FOR THE YEAR ENDING

DECEMBER 31, 2011

Prepared for	SIMON BERNSTEIN ESTATE 7020 LIONS HEAD LANE BOCA RATON, FL 33496
Prepared by	CBIZ GOLDSTEIN LEWIN 1675 N. MILITARY TRAIL, FIFTH FLOOR BOCA RATON, FL 33486
Amount of tax	Total tax $ 0 Less: payments and credits $ 360 Plus: interest and penalties $ 0 OVERPAYMENT $ 360
Overpayment	Miscellaneous Donations $ 0 Credited to your estimated tax $ 0 Refunded to you $ 360
Make check payable to	NOT APPLICABLE
Mail tax return and check (if applicable) to	DEPARTMENT OF THE TREASURY INTERNAL REVENUE SERVICE CENTER AUSTIN, TX 73301-0002
Return must be mailed on or before	OCTOBER 15, 2012
Special Instructions	WE RECOMMEND USING A PRIVATE DELIVERY SERVICE TO FILE YOUR RETURN. THE INTERNAL REVENUE SERVICE HAS APPROVED THE FOLLOWING COMPANIES FOR THIS PURPOSE: DHL, FEDEX, AND UNITED PARCEL SERVICE (UPS). IF YOU CHOOSE THIS OPTION YOU MUST CONTACT ONE OF THESE COMPANIES AND REQUEST ADDITIONAL INSTRUCTIONS FOR SENDING YOUR RETURN TO THE AUSTIN SERVICE CENTER. THE RETURN SHOULD BE SIGNED AND DATED BY THE EXECUTOR OF THE ESTATE. PLEASE SIGN AND DATE THE ATTACHED OPT-OUT STATEMENT AND RETURN IT TO OUR OFFICE. DO NOT MAIL THE OPT-OUT STATEMENT WITH YOUR RETURN.

100081
05-01-11

Opt-Out

My tax return preparer GERALD R. LEWIN *has informed me that the tax return preparer may be required to electronically file my 2011 individual income tax return* FORM 1040 *if the tax return preparer files it with the IRS on my behalf (e.g., submits it by mail to the IRS). I understand that electronic filing may provide a number of benefits to taxpayers, including an acknowledgement that the IRS received the returns, a reduced chance of errors in processing the returns, and faster refunds. I do not want to have my return electronically filed, and I choose to file my return on paper forms. I will mail or otherwise submit my paper return to the IRS myself. My preparer will not file or otherwise mail or submit my paper return to the IRS.*

Taxpayer's signature _____ *Date* _____

SIMON BERNSTEIN (DEC. 09/13/12)

Spouse's signature _____ *Date* _____

131161
01-25-12

DECEASED

Form **1040** EXTENSION GRANTED TO 10/15 **U.S. Individual Income Tax Return** **2011** OMB No. 1545-0074 IRS Use Only - Do not write or staple in this space.

For the year Jan. 1-Dec. 31, 2011, or other tax year beginning , 2011, ending ,20 See separate instructions.

Your first name and initial	Last name (DEC. 09/13/12)	Your social security number
SIMON	BERNSTEIN	371 32 5211
If a joint return, spouse's first name and initial	Last name	Spouse's social security number

Home address (number and street). If you have a P.O. box, see instructions. Apt. no.

7020 LIONS HEAD LANE

▲ Make sure the SSN(s) above and on line 6c are correct.

City, town or post office, state, and ZIP code. If you have a foreign address, also complete spaces below.

BOCA RATON, FL 33496

Foreign country name | Foreign province/county | Foreign postal code

Presidential Election Campaign
Check here if you, or your spouse if filing jointly, want $3 to go to this fund. Checking a box below will not change your tax or refund.
☐ You ☐ Spouse

Filing Status Check only one box.

1 [X] Single
2 [ ] Married filing jointly (even if only one had income)
3 [ ] Married filing separately. Enter spouse's SSN above and full name here. ▶
4 [ ] Head of household (with qualifying person). If the qualifying person is a child but not your dependent, enter this child's name here. ▶
5 [ ] Qualifying widow(er) with dependent child

Exemptions

6a [X] **Yourself.** If someone can claim you as a dependent, **do not** check box 6a — Boxes checked on 6a and 6b: 1
b [ ] **Spouse**

c **Dependents:**

(1) First name / Last name	(2) Dependent's social security number	(3) Dependent's relationship to you	(4) ✓ if child under age 17 qualifying for child tax credit

If more than four dependents, see instructions and check here ▶ ☐

No. of children on 6c who:
- lived with you
- did not live with you due to divorce or separation (see instructions)

Dependents on 6c not entered above

d Total number of exemptions claimed — Add numbers on lines above ▶ 1

Income Attach Form(s) W-2 here. Also attach Forms W-2G and 1099-R if tax was withheld.

7	Wages, salaries, tips, etc. Attach Form(s) W-2		7	
8a	**Taxable** interest. Attach Schedule B if required		8a	58,450.
b	**Tax-exempt** interest. **Do not** include on line 8a	8b 25,620.		
9a	Ordinary dividends. Attach Schedule B if required		9a	18,347.
b	Qualified dividends	9b 13,292.		
10	Taxable refunds, credits, or offsets of state and local income taxes		10	
11	Alimony received		11	
12	Business income or (loss). Attach Schedule C or C-EZ		12	0.
13	Capital gain or (loss). Attach Schedule D if required. If not required, check here ▶ ☐			

PAYER'S Name, Street Address, City, State, and ZIP code
JOHN HANCOCK LIFE INS. CO. (U.S.A.)
1-800-689-7937, WWW.JHPENSIONS.COM
PO BOX 600
BUFFALO, NY, 14201-0600

1913

RECIPIENT'S Name and Address
0251894 01 AT 0.365 **AUTO T7 0 0506 33496- 8899- 01
SIMON L BERNSTEIN
GRP008533900
7020 LIONS HEAD LANE
BOCA RATON, FL 33496-5931

1 Gross distribution $ 3599.00 ✓	2a Taxable amount $ 3599.00	OMB No. 1545-0119 **2011** **Form 1099-R: Distributions From Pensions, Annuities, Retirement or Profit-Sharing Plans, IRAs, Insurance Contracts, etc.** This information is being furnished to the Internal Revenue Service	
2b Taxable amount not determined	Total distribution		
3 Capital gain (included in Box 2a) $	4 **Federal income tax withheld** $ 359.90 ✓		
5 Employee contributions/ Designated Roth contributions or insurance premiums $	6 Net unrealized appreciation in employer's securities $		
7 Distribution code(s) 7	IRA/ SEP/ SIMPLE	8 Other $ %	**COPY C** For Recipient's Records
9a Your percentage of total distribution %	9b Total employee contributions $		
12 State tax withheld $	13 State/Payer's state no.	14 State distribution $	
15 Local tax withheld $	16 Name of locality	17 Local distribution $	

Customer service phone number	10 Amount allocable to IRR within 5 years	11 1st year of desig. Roth contrib.
(800) 689-7937	$	
PAYER'S Federal ID #	RECIPIENT'S ID #	Account Number (see instructions)
01-0233346	XXX-XX-5211	GRP008533900

FORM 1099-R (keep for your records) Department of the Treasury - Internal Revenue Service

36	Add lines 23 through 35	36	
37	Subtract line 36 from line 22. This is your **adjusted gross income** ▶	37	69,583.

110001 11-07-11

LHA **For Disclosure, Privacy Act, and Paperwork Reduction Act Notice, see separate instructions.** Form **1040** (2011)

orm 1040 (2011) SIMON BERNSTEIN 371-32-5211 Page 2

Tax and Credits

Standard Deduction for -
- People who check any box on line 39a or 39b or who can be claimed as a dependent.
- All others: Single or Married filing separately, $5,800; Married filing jointly or Qualifying widow(er), $11,600; Head of household, $8,500

38	Amount from line 37 (adjusted gross income)	38	69,583.
39a	Check if: [X] You were born before January 2, 1947, [ ] Blind. [ ] Spouse was born before January 2, 1947, [ ] Blind. Total boxes checked ▶ 39a 1		
b	If your spouse itemizes on a separate return or you were a dual-status alien, check here ▶ 39b [ ]		
40	Itemized deductions (from Schedule A) or your standard deduction (see left margin)	40	68,587.
41	Subtract line 40 from line 38	41	996.
42	Exemptions. Multiply $3,700 by the number on line 6d	42	3,700.
43	Taxable income. Subtract line 42 from line 41. If line 42 is more than line 41, enter -0-	43	0.
44	Tax. Check if any from: a [ ] Form(s) 8814 b [ ] Form 4972 c [ ] 962 election	44	0.
45	Alternative minimum tax. Attach Form 6251	45	0.
46	Add lines 44 and 45 ▶	46	0.
47	Foreign tax credit. Attach Form 1116 if required	47	
48	Credit for child and dependent care expenses. Attach Form 2441	48	
49	Education credits from Form 8863, line 23	49	
50	Retirement savings contributions credit. Attach Form 8880	50	
51	Child tax credit (see instructions)	51	
52	Residential energy credits. Attach Form 5695	52	
53	Other credits from Form: a [ ] 3800 b [ ] 8801 c [ ]	53	
54	Add lines 47 through 53. These are your total credits	54	
55	Subtract line 54 from line 46. If line 54 is more than line 46, enter -0- ▶	55	0.

Other Taxes

56	Self-employment tax. Attach Schedule SE	56	
57	Unreported social security and Medicare tax from Form: a [ ] 4137 b [ ] 8919	57	
58	Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required	58	
59a	Household employment taxes from Schedule H	59a	
b	First-time homebuyer credit repayment. Attach Form 5405 if required	59b	
60	Other taxes. Enter code(s) from instructions	60	
61	Add lines 55 through 60. This is your total tax ▶	61	0.

Payments

If you have a qualifying child, attach Schedule EIC.

62	Federal income tax withheld from Forms W-2 and 1099	62	360.	STATEMENT 5
63	2011 estimated tax payments and amount applied from 2010 return	63		
64a	Earned income credit (EIC)	64a		
b	Nontaxable combat pay election 64b			
65	Additional child tax credit. Attach Form 8812	65		
66	American opportunity credit from Form 8863, line 14	66		
67	First-time homebuyer credit from Form 5405, line 10	67		
68	Amount paid with request for extension to file	68		
69	Excess social security and tier 1 RRTA tax withheld	69		
70	Credit for federal tax on fuels. Attach Form 4136	70		
71	Credits from Form: a [ ] 2439 b [ ] 8839 c [ ] 8801 d [ ] 8885	71		
72	Add lines 62, 63, 64a, and 65 through 71. These are your total payments ▶	72		360.

Refund

73	If line 72 is more than line 61, subtract line 61 from line 72. This is the amount you overpaid	73	360.
74a	Amount of line 73 you want refunded to you. If Form 8888 is attached, check here ▶ [ ]	74a	360.
b	Routing number ▶ c Type: [ ] Checking [ ] Savings ▶ d Account number		
75	Amount of line 73 you want applied to your 2012 estimated tax ▶	75	

Direct deposit? See instructions.

Amount You Owe

76	Amount you owe. Subtract line 72 from line 61. For details on how to pay, see instructions ▶	76	
77	Estimated tax penalty (see instructions)	77	

Third Party Designee

Do you want to allow another person to discuss this return with the IRS (see instructions)? [X] Yes. Complete below. [ ] No

Designee's name ▶ marc kist | Phone no. ▶ (561) 994-5050 | Personal identification number (PIN) ▶ 50505

Sign Here

Joint return? See instructions. Keep a copy for your records.

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Your signature	Date	Your occupation	Daytime phone number
	10/15/12	EXECUTIVE PERS. REP	
Spouse's signature. If a joint return, both must sign.	Date	Spouse's occupation	If the IRS sent you an Identity Protection PIN, enter it here

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check [ ] if self-employed	PTIN
Robert Zeiger		10/15/12		P00039691

Firm's name ▶ CBIZ GOLDSTEIN LEWIN | Firm's EIN ▶ 34-1900735

Firm's address ▶ 1675 N. MILITARY TRAIL, FIFTH FLOOR, BOCA RATON, FL 33486 | Phone no. (561) 994-5050

110002 11-07-11

TS005177

Form 1040 (2011) SIMON BERNSTEIN 371-32-5211 Page 2

Tax and Credits	38	Amount from line 37 (adjusted gross income)	38	69,583.
Standard Deduction for - • People who check any box on line 39a or 39b or who can be claimed as a dependent.	39a	Check if: [X] You were born before January 2, 1947, [ ] Blind. [ ] Spouse was born before January 2, 1947, [ ] Blind. Total boxes checked ▶ 39a 1		
	b	If your spouse itemizes on a separate return or you were a dual-status alien, check here ▶ 39b [ ]		
	40	**Itemized deductions** (from Schedule A) **or** your **standard deduction** (see left margin)	40	68,587.
	41	Subtract line 40 from line 38	41	996.
	42	**Exemptions.** Multiply $3,700 by the number on line 6d	42	3,700.
	43	**Taxable income.** Subtract line 42 from line 41. If line 42 is more than line 41, enter -0-	43	0.
	44	**Tax.** Check if any from: a [ ] Form(s) 8814 b [ ] Form 4972 c [ ] 962 election	44	0.
	45	**Alternative minimum tax.** Attach Form 6251	45	0.
• All others: Single or Married filing separately, $5,800 Married filing jointly or Qualifying widow(er), $11,600 Head of household, $8,500	46	Add lines 44 and 45 ▶	46	0.
	47	Foreign tax credit. Attach Form 1116 if required		
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	50	Retirement savings contributions credit. Attach Form 8880		
	51	Child tax credit (see instructions)		
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	55	Subtract line 54 from line 46. If line 54 is more than line 46, enter -0- ▶	55	0.
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	59a	Household employment taxes from Schedule H	59a	
	b	First-time homebuyer credit repayment. Attach Form 5405 if required	59b	
	60	Other taxes. Enter code(s) from instructions	60	
	61	Add lines 55 through 60. This is your **total tax** ▶	61	0.
Payments	62	Federal income tax withheld from Forms W-2 and 1099	62	360.
If you have a qualifying child, attach Schedule EIC.	63	2011 estimated tax payments and amount applied from 2010 return	63	
	64a	**Earned income credit (EIC)**	64a	
	b	Nontaxable combat pay election 64b		
	65	Additional child tax credit. Attach Form 8812	65	
	66	American opportunity credit from Form 8863, line 14	66	
	67	First-time homebuyer credit from Form 5405, line 10	67	
	68	Amount paid with request for extension to file	68	
	69	Excess social security and tier 1 RRTA tax withheld	69	
	70	Credit for federal tax on fuels. Attach Form 4136	70	
	71	Credits from Form: a [ ] 2439 b [ ] 8839 c [ ] 8801 d [ ] 8885	71	
	72	Add lines 62, 63, 64a, and 65 through 71. These are your **total payments** ▶	72	360.
Refund	73	If line 72 is more than line 61, subtract line 61 from line 72. This is the amount you **overpaid**	73	360.
	74a	Amount of line 73 you want **refunded to you.** If Form 8888 is attached, check here ▶ [ ]	74a	360.
Direct deposit? See instructions.	b	Routing number ▶ c Type: [ ] Checking [ ] Savings ▶ d Account number		
	75	Amount of line 73 you want **applied to your 2012 estimated tax** ▶	75	
Amount You Owe	76	**Amount you owe.** Subtract line 72 from line 61. For details on how to pay, see instructions ▶	76	
	77	Estimated tax penalty (see instructions)	77	

STATEMENT 5

Third Party Designee Do you want to allow another person to discuss this return with the IRS (see instructions)? [X] Yes. Complete below. [ ] No

Designee's name ▶ GERALD R. LEWIN Phone no. ▶ (561) 994-5050 Personal identification number (PIN) ▶ 50505

Sign Here Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Joint return? See instructions. Keep a copy for your records.

Your signature	Date	Your occupation	Daytime phone number
		EXECUTIVE	
Spouse's signature. If a joint return, **both** must sign.	Date	Spouse's occupation	If the IRS sent you an Identity Protection PIN, enter it here

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check [ ] if self-employed	PTIN
GERALD R. LEWIN				P01266202

Firm's name ▶ CBIZ GOLDSTEIN LEWIN Firm's EIN ▶ 34 1900735

Firm's address ▶ 1675 N. MILITARY TRAIL, FIFTH FLOOR BOCA RATON, FL 33486 Phone no. (561) 994-5050

110002 11-07-11

FORM HAS BEEN ELECTRONICALLY
FILED - KEEP FOR YOUR RECORDS

118711
08-08-11

▼ DETACH HERE ▼

Form **4868**
Department of the Treasury
Internal Revenue Service (99)

Application for Automatic Extension of Time To File U.S. Individual Income Tax Return

For calendar year 2011, or other tax year beginning , 2011, ending

1019

2011

Part I Identification

1 Your name(s)

SIMON BERNSTEIN
7020 LIONS HEAD LANE
BOCA RATON, FL 33496

2 Your social security number
371-32-5211

3 Spouse's social security number

Part II Individual Income Tax

4	Estimate of total tax liability for 2011	$ 0.
5	Total 2011 payments	360.
6	**Balance due.** Subtract line 5 from line 4	0.
7	Amount you are paying ▶	0.
8	Check here if you are "out of the country" and a U.S. citizen or resident ▶ ☐	
9	Check here if you file Form 1040NR or 1040NR-EZ and did not receive wages as an employee subject to U.S. income tax withholding ▶ ☐	

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SCHEDULE A (Form 1040)
Department of the Treasury Internal Revenue Service (99)

Itemized Deductions

▶ Attach to Form 1040. ▶ See Instructions for Schedule A (Form 1040).

OMB No. 1545-0074
2011
Attachment Sequence No. 07

Name(s) shown on Form 1040: SIMON BERNSTEIN

Your social security number: 371 32 5211

Medical and Dental Expenses		**Caution.** Do not include expenses reimbursed or paid by others.			
	1	Medical and dental expenses (see instructions) SEE STATEMENT 10	1	4,724.	
	2	Enter amount from Form 1040, line 38	2	69,583.	
	3	Multiply line 2 by 7.5% (.075)	3	5,219.	
	4	Subtract line 3 from line 1. If line 3 is more than line 1, enter -0-			4 0.
Taxes You Paid	5	State and local **(check only one box):** a ☐ Income taxes, **or** b ☒ General sales taxes	5	856.	
	6	Real estate taxes (see instructions)	6	43,851.	
	7	Personal property taxes	7		
	8	Other taxes. List type and amount ▶	8		
	9	Add lines 5 through 8			9 44,707.
Interest You Paid	10	Home mortgage interest and points reported to you on Form 1098	10	16,872.	
	11	Home mortgage interest not reported to you on Form 1098. If paid to the person from whom you bought the home, see instructions and show that person's name, identifying no., and address ▶	11		
Note. Your mortgage interest deduction may be limited (see instructions).	12	Points not reported to you on Form 1098. See instructions for special rules	12	1,784.	STMT 7
	13	Mortgage insurance premiums (see instructions)	13		
	14	Investment interest. Attach Form 4952 if required. (See instructions.) STMT 9	14	22.	
	15	Add lines 10 through 14			15 18,678.
Gifts to Charity If you made a gift and got a benefit for it, see instructions.	16	Gifts by cash or check. If you made any gift of $250 or more, see instructions	16	862.	STMT 8
	17	Other than by cash or check. If any gift of $250 or more, see instructions. You **must** attach Form 8283 if over $500	17		
	18	Carryover from prior year	18		
	19	Add lines 16 through 18			19 862.
Casualty and Theft Losses	20	Casualty or theft loss(es). Attach Form 4684. (See instructions.)			20
Job Expenses and Certain Miscellaneous Deductions	21	Unreimbursed employee expenses - job travel, union dues, job education, etc. Attach Form 2106 or 2106-EZ if required. (See instructions.) ▶	21		
	22	Tax preparation fees	22		
	23	Other expenses - investment, safe deposit box, etc. List type and amount ▶ SEE STATEMENT 6	23	5,732.	
	24	Add lines 21 through 23	24	5,732.	
	25	Enter amount from Form 1040, line 38	25	69,583.	
	26	Multiply line 25 by 2% (.02)	26	1,392.	
	27	Subtract line 26 from line 24. If line 26 is more than line 24, enter -0-			27 4,340.
Other Miscellaneous Deductions	28	Other - from list in instructions. List type and amount ▶			28
Total Itemized Deductions	29	Add the amounts in the far right column for lines 4 through 28. Also, enter this amount on Form 1040, line 40			29 68,587.
	30	If you elect to itemize deductions even though they are less than your standard deduction, check here ▶ ☐			

SCHEDULE B (Form 1040A or 1040)
Department of the Treasury Internal Revenue Service (99)

Interest and Ordinary Dividends

▶ Attach to Form 1040A or 1040. ▶ See instructions.

OMB No. 1545-0074
2011
Attachment Sequence No. **08**

Name(s) shown on return: SIMON BERNSTEIN

Your social security number: 371 32 5211

Part I Interest

Note. If you received a Form 1099-INT, Form 1099-OID, or substitute statement from a brokerage firm, list the firm's name as the payer and enter the total interest shown on that form.

			Amount
1	List name of payer. If any interest is from a seller-financed mortgage and the buyer used the property as a personal residence, see instructions and list this interest first. Also, show that buyer's social security number and address ▶		
	LEGACY BANK OF FLORIDA		
	LYDIAN BANK & TRUST		
	OPPENHEIMER (3474)		
	FROM K-1 - LIC HOLDINGS INC		37,347.
	FROM K-1 - BERNSTEIN FAMILY INVESTMENTS LLLP		20,885.
	FROM K-1 - BERNSTEIN HOLDINGS LLC		205.
	FROM K-1 - ELIOT BERNSTEIN FAMILY TRUST		5.
	FROM K-1 - JILL IANTONI FAMILY TRUST		4.
	FROM K-1 - LISA S FRIEDSTEIN FAMILY TRUST		4.
	FROM K-1 - ELIOT BERNSTEIN FAMILY TRUST		2.
	FROM K-1 - JILL IANTONI FAMILY TRUST		1.
	FROM K-1 - LISA S FRIEDSTEIN FAMILY TRUST		2.
	SUBTOTAL FOR LINE 1		58,455.
	TAX-EXEMPT INTEREST SEE STATEMENT 12		<5.>
2	Add the amounts on line 1	2	58,450.
3	Excludable interest on series EE and I U.S. savings bonds issued after 1989. Attach Form 8815	3	
4	Subtract line 3 from line 2. Enter the result here and on Form 1040A, or Form 1040, line 8a ▶	4	58,450.

Note. If line 4 is over $1,500, you must complete Part III.

Part II Ordinary Dividends

Note. If you received a Form 1099-DIV or substitute statement from a brokerage firm, list the firm's name as the payer and enter the ordinary dividends shown on that form.

			Amount
5	List name of payer ▶		
	FROM K-1 - BERNSTEIN FAMILY INVESTMENTS LLLP		18,152.
	FROM K-1 - BERNSTEIN HOLDINGS LLC		184.
	FROM K-1 - ELIOT BERNSTEIN FAMILY TRUST		3.
	FROM K-1 - JILL IANTONI FAMILY TRUST		4.
	FROM K-1 - LISA S FRIEDSTEIN FAMILY TRUST		4.
		5	
6	Add the amounts on line 5. Enter the total here and on Form 1040A, or Form 1040, line 9a ▶	6	18,347.

Note. If line 6 is over $1,500, you must complete Part III.

Part III Foreign Accounts and Trusts

		Yes	No
	You must complete this part if you **(a)** had over $1,500 of taxable interest or ordinary dividends; **(b)** had a foreign account; or **(c)** received a distribution from, or were a grantor of, or a transferor to, a foreign trust.		
7a	At any time during 2011, did you have a financial interest in or signature authority over a financial account (such as a bank account, securities account, or brokerage account) located in a foreign country? See instructions		X
	If "Yes," are you required to file Form TD F 90-22.1 to report that financial interest or signature authority? See Form TD F 90-22.1 and its instructions for filing requirements and exceptions to those requirements		
b	If you are required to file Form TD F 90-22.1, enter the name of the foreign country where the financial account is located ▶		
8	During 2011, did you receive a distribution from, or were you the grantor of, or transferor to, a foreign trust? If "Yes," you may have to file Form 3520. See instructions		X

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11-02-11

LHA **For Paperwork Reduction Act Notice, see separate instructions.** **Schedule B (Form 1040A or 1040) 2011**

14001013 144582 4001350.0 2011.04030 BERNSTEIN, SIMON 40013501

SCHEDULE C (Form 1040)
Department of the Treasury
Internal Revenue Service (99)

Profit or Loss From Business
(Sole Proprietorship)
▶ For information on Schedule C and its instructions, go to *www.irs.gov/schedulec*
▶ Attach to Form 1040, 1040NR, or 1041; partnerships generally must file Form 1065.

OMB No. 1545-0074
2011
Attachment Sequence No. **09**

Name of proprietor	Social security number (SSN)
SIMON BERNSTEIN (DEC. 09/12/12)	371-32-5211

A Principal business or profession, including product or service (see instructions): INSURANCE SALES

B Enter code from instructions ▶ 524290

C Business name. If no separate business name, leave blank.

D Employer ID number (EIN), (see instr.)

E Business address (including suite or room no.) ▶
City, town or post office, state, and ZIP code

F Accounting method: (1) [X] Cash (2) [ ] Accrual (3) [ ] Other (specify) ▶

G Did you "materially participate" in the operation of this business during 2011? If "No," see instructions for limit on losses [X] Yes [ ] No

H If you started or acquired this business during 2011, check here ▶ [ ]

I Did you make any payments in 2011 that would require you to file Form(s) 1099? (see instructions) [ ] Yes [X] No

J If "Yes," did you or will you file all required Forms 1099? [ ] Yes [ ] No

Part I Income

1a	Merchant card and third party payments. For 2011, enter -0-	1a	0.	
b	Gross receipts or sales not entered on line 1a (see instructions)	1b	101,771.	
c	Income reported to you on Form W-2 if the "Statutory Employee" box on that form was checked. **Caution.** See instr. before completing this line	1c		
d	**Total gross receipts.** Add lines 1a through 1c			1d 101,771.
2	Returns and allowances plus any other adjustments (see instructions)			2
3	Subtract line 2 from line 1d			3 101,771.
4	Cost of goods sold (from line 42)			4
5	**Gross profit.** Subtract line 4 from line 3			5 101,771.
6	Other income, including federal and state gasoline or fuel tax credit or refund (see instructions)			6
7	**Gross income.** Add lines 5 and 6 ▶			7 101,771.

Part II Expenses

Enter expenses for business use of your home only on line 30.

8	Advertising	8		18	Office expense	18
9	Car and truck expenses (see instructions)	9		19	Pension and profit-sharing plans	19
10	Commissions and fees	10	101,771.	20	Rent or lease (see instructions):	
11	Contract labor (see instructions)	11		a	Vehicles, machinery, and equipment	20a
12	Depletion	12		b	Other business property	20b
13	Depreciation and section 179 expense deduction (not included in Part III) (see instructions)	13		21	Repairs and maintenance	21
14	Employee benefit programs (other than on line 19)	14		22	Supplies (not included in Part III)	22
15	Insurance (other than health)	15		23	Taxes and licenses	23
16	Interest:			24	Travel, meals, and entertainment:	
a	Mortgage (paid to banks, etc.)	16a		a	Travel	24a
b	Other	16b		b	Deductible meals and entertainment (see instructions)	24b
17	Legal and professional services	17		25	Utilities	25
				26	Wages (less employment credits)	26
				27 a	Other expenses (from line 48)	27a
				b	**Reserved for future use**	27b

28	**Total expenses** before expenses for business use of home. Add lines 8 through 27a ▶	28	101,771.
29	Tentative profit or (loss). Subtract line 28 from line 7	29	0.
30	Expenses for business use of your home. Attach **Form 8829**. Do **not** report such expenses elsewhere	30	
31	**Net profit or (loss).** Subtract line 30 from line 29. • If a profit, enter on both **Form 1040, line 12** (or **Form 1040NR, line 13**) and on **Schedule SE, line 2.** If you entered an amount on line 1c, see instr. Estates and trusts, enter on **Form 1041, line 3.** • If a loss, you **must** go to line 32.	31	0.
32	If you have a loss, check the box that describes your investment in this activity (see instructions). • If you checked 32a, enter the loss on both **Form 1040, line 12,** (or **Form 1040NR, line 13**) and on **Schedule SE, line 2.** If you entered an amount on line 1c, see the instructions for line 31. Estates and trusts, enter on **Form 1041, line 3.** • If you checked 32b, you **must** attach **Form 6198.** Your loss may be limited.	32a [ ] All investment is at risk. 32b [ ] Some investment is not at risk.	

LHA **For Paperwork Reduction Act Notice, see separate instructions.** **Schedule C (Form 1040) 2011**

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SCHEDULE D (Form 1040)
Department of the Treasury
Internal Revenue Service (99)

Capital Gains and Losses

▶ Attach to Form 1040 or Form 1040NR. ▶ See Instructions for Schedule D (Form 1040).
▶ Use Form 8949 to list your transactions for lines 1, 2, 3, 8, 9, and 10.

OMB No. 1545-0074
2011
Attachment Sequence No. 12

Name(s) shown on return | Your social security number

SIMON BERNSTEIN | 371 32 5211

Part I Short-Term Capital Gains and Losses - Assets Held One Year or Less

Complete Form 8949 before completing line 1, 2, or 3. This form may be easier to complete if you round off cents to whole dollars.	(e) Sales price from Form(s) 8949, line 2, column (e)	(f) Cost or other basis from Form(s) 8949, line 2, column (f)	(g) Adjustments to gain or loss from Form(s) 8949, line 2, column (g)	(h) Gain or (loss) Combine columns (e), (f), and (g)
1 Short-term totals from all Forms 8949 with box A checked in Part I		( )		
2 Short-term totals from all Forms 8949 with box B checked in Part I		( )		
3 Short-term totals from all Forms 8949 with box C checked in Part I		( )		

4	Short-term gain from Form 6252 and short-term gain or (loss) from Forms 4684, 6781, and 8824	4	
5	Net short-term gain or (loss) from partnerships, S corporations, estates, and trusts from Schedule(s) K-1 SEE STATEMENT 14	5	<1,147.>
6	Short-term capital loss carryover. Enter the amount, if any, from line 8 of your **Capital Loss Carryover Worksheet** in the instructions	6	(142,348.)
7	**Net short-term capital gain or (loss).** Combine lines 1 through 6 in column (h). If you have any long-term capital gains or losses, go to Part II below. Otherwise, go to Part III on page 2	7	<143,495.>

Part II Long-Term Capital Gains and Losses - Assets Held More Than One Year

Complete Form 8949 before completing line 8, 9, or 10. This form may be easier to complete if you round off cents to whole dollars.	(e) Sales price from Form(s) 8949, line 4, column (e)	(f) Cost or other basis from Form(s) 8949, line 4, column (f)	(g) Adjustments to gain or loss from Form(s) 8949, line 4, column (g)	(h) Gain or (loss) Combine columns (e), (f), and (g)
8 Long-term totals from all Forms 8949 with box A checked in Part II		( )		
9 Long-term totals from all Forms 8949 with box B checked in Part II		( )		
10 Long-term totals from all Forms 8949 with box C checked in Part II		( )		

11	Gain from Form 4797, Part I; long-term gain from Forms 2439 and 6252; and long-term gain or (loss) from Forms 4684, 6781, and 8824 SEE STATEMENT 13 SEE STATEMENT 15	11	10.
12	Net long-term gain or (loss) from partnerships, S corporations, estates, and trusts from Schedule(s) K-1	12	20,637.
13	Capital gain distributions	13	
14	Long-term capital loss carryover. Enter the amount, if any, from line 13 of your **Capital Loss Carryover Worksheet** in the instructions	14	(122,458.)
15	**Net long-term capital gain or (loss).** Combine lines 8 through 14 in column (h). Then go to Part III on page 2	15	<101,811.>

Part III Summary

16	Combine lines 7 and 15 and enter the result	16	<245,306.>

- If line 16 is a **gain,** enter the amount from line 16 on Form 1040, line 13, or Form 1040NR, line 14. Then go to line 17 below.
- If line 16 is a **loss,** skip lines 17 through 20 below. Then go to line 21. Also be sure to complete line 22.
- If line 16 is **zero,** skip lines 17 through 21 below and enter -0- on Form 1040, line 13, or Form 1040NR, line 14. Then go to line 22.

17 Are lines 15 and 16 **both** gains?

☐ **Yes.** Go to line 18.

☐ **No.** Skip lines 18 through 21, and go to line 22.

18	Enter the amount, if any, from line 7 of the **28% Rate Gain Worksheet** in the instructions ▶	18	
19	Enter the amount, if any, from line 18 of the **Unrecaptured Section 1250 Gain Worksheet** in the instructions ▶	19	

20 Are lines 18 and 19 **both** zero or blank?

☐ **Yes.** Complete Form 1040 through line 43, or Form 1040NR through line 41. Then complete the **Qualified Dividends and Capital Gain Tax Worksheet** in the instructions for Form 1040, line 44 (or in the instructions for Form 1040NR, line 42). **Do not** complete lines 21 and 22 below.

☐ **No.** Complete Form 1040 through line 43, or Form 1040NR through line 41. Then complete the **Schedule D Tax Worksheet** in the instructions. **Do not** complete lines 21 and 22 below.

21 If line 16 is a loss, enter here and on Form 1040, line 13, or Form 1040NR, line 14, the **smaller** of:

- The loss on line 16 or
- ($3,000), or if married filing separately, ($1,500)

SEE STATEMENT 16 — 21 (3,000.)

Note. When figuring which amount is smaller, treat both amounts as positive numbers.

22 Do you have qualified dividends on Form 1040, line 9b, or Form 1040NR, line 10b?

☒ **Yes.** Complete Form 1040 through line 43, or Form 1040NR through line 41. Then complete the **Qualified Dividends and Capital Gain Tax Worksheet** in the instructions for Form 1040, line 44 (or in the instructions for Form 1040NR, line 42).

☐ **No.** Complete the rest of Form 1040 or Form 1040NR.

SCHEDULE E (Form 1040)

Department of the Treasury Internal Revenue Service (99)

Supplemental Income and Loss

(From rental real estate, royalties, partnerships, S corporations, estates, trusts, REMICs, etc.)

▶ Attach to Form 1040, 1040NR, or Form 1041. ▶ See separate instructions.

OMB No. 1545-0074

2011

Attachment Sequence No. 13

Name(s) shown on return: SIMON BERNSTEIN

Your social security number: 371-32-5211

A Did you make any payments in 2011 that would require you to file Form(s) 1099? (see instructions) ☐ Yes ☒ No

B If "Yes," did you or will you file all required Forms 1099? ☐ Yes ☐ No

Part I Income or Loss From Rental Real Estate and Royalties **Note.** If you are in the business of renting personal property, use **Schedule C** or **C-EZ** (see instructions). If you are an individual, report farm rental income or loss from **Form 4835** on page 2, line 40.

Caution. For each rental property listed on line 1, check the box in the last column only if you owned that property as a member of a qualified joint venture (QJV) reporting income not subject to self-employment tax.

1 Physical address of each property-street, city, state, ZIP	Type-from list below	2 For each rental real estate property listed, report the number of days rented at fair rental value and days with personal use. See instructions.	Fair Rental Days	Personal Use Days	QJV
A BERNSTEIN FAMILY INVESTMENTS LLLP -	6	A			
B		B			
C		C			

Type of Property:

1 Single Family Residence 3 Vacation/Short-Term Rental 5 Land 7 Self-Rental
2 Multi-Family Residence 4 Commercial 6 Royalties 8 Other (describe)

Income:		Properties A	B	C
3a Merchant card and third party payments. For 2011, enter -0-	3a	0.		
b Payments not reported to you on line 3a	3b	36.		
4 Total not including amounts on line 3a that are not income (see instructions)	4	36.		
Expenses:				
5 Advertising	5			
6 Auto and travel (see instructions)	6			
7 Cleaning and maintenance	7			
8 Commissions	8			
9 Insurance	9			
10 Legal and other professional fees	10			
11 Management fees	11			
12 Mortgage interest paid to banks, etc. (see instructions)	12			
13 Other interest	13			
14 Repairs	14			
15 Supplies	15			
16 Taxes	16			
17 Utilities	17			
18 Depreciation expense or depletion	18			
19 Other (list) ▶	19			
20 Total expenses. Add lines 5 through 19	20			
21 Subtract line 20 from line 4. If result is a (loss), see instructions to find out if you must file **Form 6198**	21	36.		
22 Deductible rental real estate loss after limitation, if any, on **Form 8582** (see instructions)	22	( )	( )	( )

23a Total of all amounts reported on line 3a for all rental properties	23a		
b Total of all amounts reported on line 3a for all royalty properties	23b		
c Total of all amounts reported on line 4 for all rental properties	23c		
d Total of all amounts reported on line 4 for all royalty properties	23d	36.	
e Total of all amounts reported on line 12 for all properties	23e		
f Total of all amounts reported on line 18 for all properties	23f		
g Total of all amounts reported on line 20 for all properties	23g		

24 **Income.** Add positive amounts shown on line 21. **Do not** include any losses	24	36.
25 **Losses.** Add royalty losses from line 21 and rental real estate losses from line 22. Enter total losses here	25	( )
26 **Total rental real estate and royalty income or (loss).** Combine lines 24 and 25. Enter the result here. If Parts II, III, IV, and line 40 on page 2 do not apply to you, also enter this amount on Form 1040, line 17, or Form 1040NR, line 18. Otherwise, include this amount in the total on line 41 on page 2	26	36.

Name(s) shown on return. Do not enter name and social security number if shown on page 1.

SIMON BERNSTEIN

Your social security number: 371-32-5211

Caution. The IRS compares amounts reported on your tax return with amounts shown on Schedule(s) K-1.

Part II Income or Loss From Partnerships and S Corporations

Note. If you report a loss from an at-risk activity for which any amount is **not** at risk, you **must** check column **(e)** on line 28 and attach **Form 6198**. See instructions.

27 Are you reporting any loss not allowed in a prior year due to the at-risk or basis limitations, a prior year unallowed loss from a passive activity (if that loss was not reported on Form 8582), or unreimbursed partnership expenses? ☐ Yes ☒ No

If you answered "Yes," see instructions before completing this section.

28	(a) Name	(b) Enter P for partnership; S for S corporation	(c) Check if foreign partnership	(d) Employer identification number	(e) Check if any amount is not at risk
A	SEE STATEMENT 17				
B					
C					
D					

	Passive Income and Loss		Nonpassive Income and Loss		
	(f) Passive loss allowed (attach **Form 8582** if required)	(g) Passive income from **Schedule K-1**	(h) Nonpassive loss from **Schedule K-1**	(i) Section 179 expense deduction from **Form 4562**	(j) Nonpassive income from **Schedule K-1**
A					
B					
C					
D					
29a Totals					
b Totals	10.		28,552.		

30	Add columns (g) and (j) of line 29a	30	
31	Add columns (f), (h), and (i) of line 29b	31	(28,562.)
32	**Total partnership and S corporation income or (loss).** Combine lines 30 and 31. Enter the result here and include in the total on line 41 below	32	<28,562.>

Part III Income or Loss From Estates and Trusts

33	(a) Name	(b) Employer identification number
A	SEE STATEMENT 18	
B		

	Passive Income and Loss		Nonpassive Income and Loss	
	(c) Passive deduction or loss allowed (attach **Form 8582** if required)	(d) Passive income from **Schedule K-1**	(e) Deduction or loss from **Schedule K-1**	(f) Other income from **Schedule K-1**
A				
B				
34a Totals				
b Totals				

35	Add columns (d) and (f) of line 34a	35	
36	Add columns (c) and (e) of line 34b	36	( )
37	**Total estate and trust income or (loss).** Combine lines 35 and 36. Enter the result here and include in the total on line 41 below	37	

Part IV Income or Loss From Real Estate Mortgage Investment Conduits (REMICs) - Residual Holder

38	(a) Name	(b) Employer identification number	(c) Excess inclusion from **Schedules Q**, line 2c (see instructions)	(d) Taxable income (net loss) from **Schedules Q**, line 1b	(e) Income from **Schedules Q**, line 3b

39	Combine columns (d) and (e) only. Enter the result here and include in the total on line 41 below	39	

Part V Summary

40	Net farm rental income or (loss) from **Form 4835**. Also, complete line 42 below	40	
41	**Total income or (loss).** Combine lines 26, 32, 37, 39, and 40. Enter the result here and on Form 1040, line 17, or Form 1040NR, line 18 ▶	41	<28,526.>
42	**Reconciliation of farming and fishing income.** Enter your **gross** farming and fishing income reported on Form 4835, line 7; Schedule K-1 (Form 1065), box 14, code B; Schedule K-1 (Form 1120S), box 17, code U; and Schedule K-1 (Form 1041), line 14, code F (see instructions)	42	
43	**Reconciliation for real estate professionals.** If you were a real estate professional (see instructions), enter the net income or (loss) you reported anywhere on Form 1040 or Form 1040NR from all rental real estate activities in which you materially participated under the passive activity loss rules	43	

2011 Income from Passthroughs

LIC HOLDINGS INC
I.D. NUMBER: 20-5290314
TYPE: S CORPORATION

ACTIVITY INFORMATION:

LIC HOLDINGS INC

TRADE OR BUSINESS - MATERIAL PARTICIPATION

ORDINARY INCOME (LOSS)	<28,552.>
TOTAL NONPASSIVE INCOME (LOSS)	<28,552.>

OTHER K-1 INFORMATION:

INTEREST INCOME	37,347.
CHARITABLE CONTRIBUTIONS	862.
INVESTMENT INCOME	37,347.
NONDEDUCTIBLE EXPENSES	7,104.

2011 Income from Passthroughs

BERNSTEIN FAMILY INVESTMENTS LLLP
I.D. NUMBER: 26-2124343
TYPE: PARTNERSHIP

ACTIVITY INFORMATION:

BERNSTEIN FAMILY INVESTMENTS LLLP

OTHER PASSIVE ACTIVITY

RENTAL REAL ESTATE INCOME (LOSS)	<2.>	
	<1,500.>	
K-1 PASS THRU	0.	
SEC 59(E)(2) - MINING EXPLORATION	<99.>	
PASSIVE INCOME (LOSS)		<1,601.>
PASSIVE ACTIVITY LOSS CARRYOVER		<6,063.>
DISALLOWED LOSS FROM FORM 8582		7,654.
ALLOWABLE PASSIVE LOSS FROM FORM 8582		<10.>

TAX PREFERENCE ITEMS:

DEPRECIATION ADJUSTMENT	251.
OTHER AMT PREFERENCE ITEMS/ADJUSTMENTS	1,043.
AMT PAL CARRYOVER - SCHEDULE E	4,854.

OTHER K-1 INFORMATION:

INTEREST INCOME	20,885.
ORDINARY DIVIDENDS	18,152.
QUALIFIED DIVIDENDS	13,155.
TAX-EXEMPT INTEREST	25,527.
SECTION 1231 GAIN (LOSS)	10.
NET SHORT-TERM CAPITAL GAIN (LOSS)	<1,134.>
NET LONG-TERM CAPITAL GAIN (LOSS)	20,425.
INVESTMENT INTEREST EXPENSE - SCHEDULE A	22.
DEDUCTIONS RELATED TO PORTFOLIO INCOME	354.
ROYALTY	36.
INVESTMENT INCOME	39,073.
INVESTMENT EXPENSE	354.
NONDEDUCTIBLE EXPENSES	4.

2011 Income from Passthroughs

BERNSTEIN FAMILY INVESTMENTS LLLP
I.D. NUMBER: 26-2124343
TYPE: PARTNERSHIP

ACTIVITY INFORMATION:

BERNSTEIN FAMILY INVESTMENTS LLLP

OTHER PASSIVE ACTIVITY

SEC 59(E)(2) -	0.	
PASSIVE INCOME (LOSS)		0.
PASSIVE ACTIVITY LOSS CARRYOVER		<6,063.>
DISALLOWED LOSS FROM FORM 8582		6,063.
ALLOWABLE PASSIVE LOSS FROM FORM 8582		0.

TAX PREFERENCE ITEMS:

AMT PAL CARRYOVER - SCHEDULE E	4,852.

2011 Income from Passthroughs

BERNSTEIN HOLDINGS LLC
I.D. NUMBER: 32-0234597
TYPE: PARTNERSHIP

ACTIVITY INFORMATION:

BERNSTEIN HOLDINGS LLC

OTHER PASSIVE ACTIVITY

SEC 59(E)(2) -	<15.> <1.>	
PASSIVE INCOME (LOSS)		<16.>
PASSIVE ACTIVITY LOSS CARRYOVER		<52.>
DISALLOWED LOSS FROM FORM 8582		68.
ALLOWABLE PASSIVE LOSS FROM FORM 8582		0.

TAX PREFERENCE ITEMS:

DEPRECIATION ADJUSTMENT	2.
OTHER AMT PREFERENCE ITEMS/ADJUSTMENTS	11.
AMT PAL CARRYOVER - SCHEDULE E	42.

OTHER K-1 INFORMATION:

INTEREST INCOME	205.
ORDINARY DIVIDENDS	184.
QUALIFIED DIVIDENDS	129.
TAX-EXEMPT INTEREST	83.
NET SHORT-TERM CAPITAL GAIN (LOSS)	<11.>
NET LONG-TERM CAPITAL GAIN (LOSS)	200.
DEDUCTIONS RELATED TO PORTFOLIO INCOME	3.
INVESTMENT INCOME	389.
INVESTMENT EXPENSE	3.

2011 Income from Passthroughs

BERNSTEIN HOLDINGS LLC
I.D. NUMBER: 32-0234597
TYPE: PARTNERSHIP

ACTIVITY INFORMATION:

BERNSTEIN HOLDINGS LLC

OTHER PASSIVE ACTIVITY

SEC 59(E)(2) -	0.	
PASSIVE INCOME (LOSS)		0.
PASSIVE ACTIVITY LOSS CARRYOVER		<57.>
DISALLOWED LOSS FROM FORM 8582		57.
ALLOWABLE PASSIVE LOSS FROM FORM 8582		0.

TAX PREFERENCE ITEMS:

AMT PAL CARRYOVER - SCHEDULE E	35.

2011 Income from Passthroughs

TT/ SIMON L BERNSTEIN IRREV TR
I.D. NUMBER: 51-6600239
TYPE: ESTATE OR TRUST

ACTIVITY INFORMATION:

TT/ SIMON L BERNSTEIN IRREV TR

OTHER PASSIVE ACTIVITY

OTHER K-1 INFORMATION:

DEDUCTIONS RELATED TO PORTFOLIO INCOME	5,375.

2011 Income from Passthroughs

ELIOT BERNSTEIN FAMILY TRUST
I.D. NUMBER: 65-6477114
TYPE: ESTATE OR TRUST

ACTIVITY INFORMATION:

ELIOT BERNSTEIN FAMILY TRUST

OTHER PASSIVE ACTIVITY

OTHER K-1 INFORMATION:

INTEREST INCOME	5.
ORDINARY DIVIDENDS	3.
QUALIFIED DIVIDENDS	3.
TAX-EXEMPT INTEREST	4.
NET SHORT-TERM CAPITAL GAIN (LOSS)	<1.>
NET LONG-TERM CAPITAL GAIN (LOSS)	4.

2011 Income from Passthroughs

ELIOT BERNSTEIN FAMILY TRUST
I.D. NUMBER: 65-6477114
TYPE: ESTATE OR TRUST

ACTIVITY INFORMATION:

ELIOT BERNSTEIN FAMILY TRUST

OTHER PASSIVE ACTIVITY

2011 Income from Passthroughs

JILL IANTONI FAMILY TRUST
I.D. NUMBER: 65-6477115
TYPE: ESTATE OR TRUST

ACTIVITY INFORMATION:

JILL IANTONI FAMILY TRUST

OTHER PASSIVE ACTIVITY

OTHER K-1 INFORMATION:

INTEREST INCOME	4.
ORDINARY DIVIDENDS	4.
QUALIFIED DIVIDENDS	2.
TAX-EXEMPT INTEREST	2.
NET SHORT-TERM CAPITAL GAIN (LOSS)	<1.>
NET LONG-TERM CAPITAL GAIN (LOSS)	4.

2011 Income from Passthroughs

JILL IANTONI FAMILY TRUST
I.D. NUMBER: 65-6477115
TYPE: ESTATE OR TRUST

ACTIVITY INFORMATION:

JILL IANTONI FAMILY TRUST

OTHER PASSIVE ACTIVITY

2011 Income from Passthroughs

LISA S FRIEDSTEIN FAMILY TRUST
I.D. NUMBER: 65-6477116
TYPE: ESTATE OR TRUST

ACTIVITY INFORMATION:

LISA S FRIEDSTEIN FAMILY TRUST

OTHER PASSIVE ACTIVITY

OTHER K-1 INFORMATION:

INTEREST INCOME	4.
ORDINARY DIVIDENDS	4.
QUALIFIED DIVIDENDS	3.
TAX-EXEMPT INTEREST	4.
NET LONG-TERM CAPITAL GAIN (LOSS)	4.

2011 Income from Passthroughs

LISA S FRIEDSTEIN FAMILY TRUST
I.D. NUMBER: 65-6477116
TYPE: ESTATE OR TRUST

ACTIVITY INFORMATION:

LISA S FRIEDSTEIN FAMILY TRUST

OTHER PASSIVE ACTIVITY

2011 Income from Passthroughs

SUMMARY OF K-1 INFORMATION FOR ALL PASSTHROUGHS

OTHER K-1 INFORMATION:

INTEREST INCOME	58,450.
ORDINARY DIVIDENDS	18,347.
QUALIFIED DIVIDENDS	13,292.
TAX-EXEMPT INTEREST	25,620.
SECTION 1231 GAIN (LOSS)	10.
NET SHORT-TERM CAPITAL GAIN (LOSS)	<1,147.>
NET LONG-TERM CAPITAL GAIN (LOSS)	20,637.
INVESTMENT INTEREST EXPENSE - SCHEDULE A	22.
CHARITABLE CONTRIBUTIONS	862.
DEDUCTIONS RELATED TO PORTFOLIO INCOME	5,732.
ROYALTY	36.
NONDEDUCTIBLE EXPENSES	7,108.

INVESTMENT INTEREST EXPENSE:

INVESTMENT INCOME	76,809.
INVESTMENT EXPENSE	357.

TAX PREFERENCE ITEMS:

DEPRECIATION ADJUSTMENT	253.
OTHER AMT PREFERENCE ITEMS/ADJUSTMENTS	1,054.
AMT PAL CARRYOVER - SCHEDULE E	9,783.

Form **1116**

Department of the Treasury
Internal Revenue Service (99)

Foreign Tax Credit

(Individual, Estate, or Trust)
▶ Attach to Form 1040, 1040NR, 1041, or 990-T.

OMB No. 1545-0121

2011

Attachment Sequence No. **19**

Name: SIMON BERNSTEIN

Identifying number as shown on page 1 of your tax return: 371-32-5211

Use a separate Form 1116 for each category of income listed below. See **Categories of Income** in the instructions. Check only one box on each Form 1116. Report all amounts in U.S. dollars except where specified in Part II below.

a [X] Passive category income
b [ ] General category income
c [ ] Section 901(j) income
d [ ] Certain income re-sourced by treaty
e [ ] Lump-sum distributions

f Resident of (name of country) ▶ UNITED STATES

Note: *If you paid taxes to only one foreign country or U.S. possession, use column A in Part I and line A in Part II. If you paid taxes to more than one foreign country or U.S. possession, use a separate column and line for each country or possession.*

Part I Taxable Income or Loss From Sources Outside the United States (for Category Checked Above)

	Foreign Country or U.S. Possession A	B	C		Total (Add cols. A, B, and C.)
g Enter the name of the foreign country or U.S. possession ▶	VARIOUS	OTHER COUNTRIES			
1a Gross income from sources within country shown above and of the type checked above:	18.	280.		1a	298.
b Check if line 1a is compensation for personal services as an employee, your total compensation from all sources is $250,000 or more, and you used an alternative basis to determine its source (see instructions) ▶ [ ]					
Deductions and losses (*Caution: See instructions*):					
2 Expenses **definitely related** to the income on line 1a (attach statement)					
3 Pro rata share of other deductions **not definitely related**:					
a Certain itemized deductions or standard deduction	49,047.	49,047.			
b Other deductions (attach statement)					
c Add lines 3a and 3b	49,047.	49,047.			
d Gross foreign source income	18.	280.			
e Gross income from all sources	223,563.	223,563.			
f Divide line 3d by line 3e	.000081	.001252			
g Multiply line 3c by line 3f	4.	61.			
4 Pro rata share of interest expense:					
a Home mortgage interest (use worksheet on page 14 of the instructions)					
b Other interest expense					
5 Losses from foreign sources					
6 Add lines 2, 3g, 4a, 4b, and 5	4.	61.		6	65.
7 Subtract line 6 from line 1a. Enter the result here and on line 15, page 2 ▶				7	233.

Part II Foreign Taxes Paid or Accrued

SEE STATEMENT 19

Country	Credit is claimed for taxes (you must check one) (h) [X] Paid (i) [ ] Accrued — (j) Date paid or accrued	Foreign taxes paid or accrued: In foreign currency — Taxes withheld at source on: (k) Dividends	(l) Rents and royalties	(m) Interest	(n) Other foreign taxes paid or accrued	In U.S. dollars — Taxes withheld at source on: (o) Dividends	(p) Rents and royalties	(q) Interest	(r) Other foreign taxes paid or accrued	(s) Total foreign taxes paid or accrued (add cols. (o) through (r))
A									1.	1.
B									1.	1.
C										
8 Add lines A through C, column (s). Enter the total here and on line 9, page 2 ▶									8	2.

LHA **For Paperwork Reduction Act Notice, see instructions.** Form **1116** (2011)

111501
12-19-11

Part III Figuring the Credit

9	Enter the amount from line 8. These are your total foreign taxes paid or accrued for the category of income checked above Part I	9	2.	
10	Carryback or carryover (attach detailed computation)	10		
11	Add lines 9 and 10	11	2.	
12	Reduction in foreign taxes	12		
13	Taxes reclassified under high tax kickout	13		
14	Combine lines 11, 12, and 13. This is the total amount of foreign taxes available for credit			14 2.
15	Enter the amount from line 7. This is your taxable income or (loss) from sources outside the United States (before adjustments) for the category of income checked above Part I	15	233.	
16	Adjustments to line 15	16		
17	Combine the amounts on lines 15 and 16. This is your net foreign source taxable income. (If the result is zero or less, you have no foreign tax credit for the category of income you checked above Part I. Skip lines 18 through 22. However, if you are filing more than one Form 1116, you must complete line 20.)	17	233.	
18	**Individuals:** Enter the amount from Form 1040, line 41, or Form 1040NR, line 39. **Estates and trusts:** Enter your taxable income without the deduction for your exemption	18	996.	
	Caution: *If you figured your tax using the lower rates on qualified dividends or capital gains, see instructions.*			
19	Divide line 17 by line 18. If line 17 is more than line 18, enter "1"			19 .233936
20	**Individuals:** Enter the amount from Form 1040, line 44. If you are a nonresident alien, enter the amount from Form 1040NR, line 42. **Estates and trusts:** Enter the amount from Form 1041, Schedule G, line 1a, or the total of Form 990-T, lines 36 and 37			20
	Caution: *If you are completing line 20 for separate categorye (lump-sum distributions), see instructions.*			
21	Multiply line 20 by line 19 (maximum amount of credit)			21
22	Enter the **smaller** of line 14 or line 21. If this is the only Form 1116 you are filing, skip lines 23 through 27 and enter this amount on line 28. Otherwise, complete the appropriate line in Part IV ▶			22 0.

Part IV Summary of Credits From Separate Parts III

23	Credit for taxes on passive category income	23		
24	Credit for taxes on general category income	24		
25	Credit for taxes on certain income re-sourced by treaty	25		
26	Credit for taxes on lump-sum distributions	26		
27	Add lines 23 through 26			27
28	Enter the **smaller** of line 20 or line 27			28 0.
29	Reduction of credit for international boycott operations			29
30	Subtract line 29 from line 28. This is your **foreign tax credit.** Enter here and on Form 1040, line 47; Form 1040NR, line 45; Form 1041, Schedule G, line 2a; or Form 990-T, line 40a ▶			30 0.

Form **4797**
Department of the Treasury
Internal Revenue Service (99)

Sales of Business Property
(Also Involuntary Conversions and Recapture Amounts Under Sections 179 and 280F(b)(2))
▶ Attach to your tax return. ▶ See separate instructions.

OMB No. 1545-0184
2011
Attachment Sequence No. **27**

Name(s) shown on return: SIMON BERNSTEIN

Identifying number: 371-32-5211

1 Enter the gross proceeds from sales or exchanges reported to you for 2011 on Form(s) 1099-B or 1099-S (or substitute statement) that you are including on line 2, 10, or 20 1

Part I Sales or Exchanges of Property Used in a Trade or Business and Involuntary Conversions From Other Than Casualty or Theft-Most Property Held More Than 1 Year (see instructions)

2 (a) Description of property	(b) Date acquired (mo., day, yr.)	(c) Date sold (mo., day, yr.)	(d) Gross sales price	(e) Depreciation allowed or allowable since acquisition	(f) Cost or other basis, plus improvements and expense of sale	(g) Gain or (loss) Subtract (f) from the sum of (d) and (e)
BERNSTEIN FAMILY INVESTMENTS LLLP						10.
BERNSTEIN FAMILY PARTNVESTMENTS LLLP						0.

3	Gain, if any, from Form 4684, line 39	3	
4	Section 1231 gain from installment sales from Form 6252, line 26 or 37	4	
5	Section 1231 gain or (loss) from like-kind exchanges from Form 8824	5	
6	Gain, if any, from line 32, from other than casualty or theft	6	
7	Combine lines 2 through 6. Enter the gain or (loss) here and on the appropriate line as follows:	7	10.
	Partnerships (except electing large partnerships) and S corporations. Report the gain or (loss) following the instructions for Form 1065, Schedule K, line 10, or Form 1120S, Schedule K, line 9. Skip lines 8, 9, 11, and 12 below.		
	Individuals, partners, S corporation shareholders, and all others. If line 7 is zero or a loss, enter the amount from line 7 on line 11 below and skip lines 8 and 9. If line 7 is a gain and you did not have any prior year section 1231 losses, or they were recaptured in an earlier year, enter the gain from line 7 as a long-term capital gain on the Schedule D filed with your return and skip lines 8, 9, 11, and 12 below.		
8	Nonrecaptured net section 1231 losses from prior years (see instructions)	8	
9	Subtract line 8 from line 7. If zero or less, enter -0-. If line 9 is zero, enter the gain from line 7 on line 12 below. If line 9 is more than zero, enter the amount from line 8 on line 12 below and enter the gain from line 9 as a long-term capital gain on the Schedule D filed with your return (see instructions)	9	

Part II Ordinary Gains and Losses (see instructions)

10 Ordinary gains and losses not included on lines 11 through 16 (include property held 1 year or less):

JILL IANTONI FAMILY PATRUST						0.

11	Loss, if any, from line 7	11	
12	Gain, if any, from line 7 or amount from line 8, if applicable	12	
13	Gain, if any, from line 31	13	
14	Net gain or (loss) from Form 4684, lines 31 and 38a	14	
15	Ordinary gain from installment sales from Form 6252, line 25 or 36	15	
16	Ordinary gain or (loss) from like-kind exchanges from Form 8824	16	
17	Combine lines 10 through 16	17	
18	For all except individual returns, enter the amount from line 17 on the appropriate line of your return and skip lines a and b below. For individual returns, complete lines a and b below:		
a	If the loss on line 11 includes a loss from Form 4684, line 35, column (b)(ii), enter that part of the loss here. Enter the part of the loss from income-producing property on Schedule A (Form 1040), line 28, and the part of the loss from property used as an employee on Schedule A (Form 1040), line 23. Identify as from "Form 4797, line 18a." See instructions	18a	
b	Redetermine the gain or (loss) on line 17 excluding the loss, if any, on line 18a. Enter here and on Form 1040, line 14	18b	

Part III Gain From Disposition of Property Under Sections 1245, 1250, 1252, 1254, and 1255 (see instructions)

19 (a) Description of section 1245, 1250, 1252, 1254, or 1255 property:	(b) Date acquired (mo., day, yr.)	(c) Date sold (mo., day, yr.)
A		
B		
C		
D		

These columns relate to the properties on lines 19A through 19D. ▶		Property A	Property B	Property C	Property D
20 Gross sales price (**Note:** See line 1 before completing.)	20				
21 Cost or other basis plus expense of sale	21				
22 Depreciation (or depletion) allowed or allowable	22				
23 Adjusted basis. Subtract line 22 from line 21	23				
24 Total gain. Subtract line 23 from line 20	24				
25 **If section 1245 property:**					
a Depreciation allowed or allowable from line 22	25a				
b Enter the **smaller** of line 24 or 25a	25b				
26 **If section 1250 property:** If straight line depreciation was used, enter -0- on line 26g, except for a corporation subject to section 291.					
a Additional depreciation after 1975 (see instructions)	26a				
b Applicable percentage multiplied by the **smaller** of line 24 or line 26a (see instructions)	26b				
c Subtract line 26a from line 24. If residential rental property **or** line 24 is not more than line 26a, skip lines 26d and 26e	26c				
d Additional depreciation after 1969 and before 1976	26d				
e Enter the **smaller** of line 26c or 26d	26e				
f Section 291 amount (corporations only)	26f				
g Add lines 26b, 26e, and 26f	26g				
27 **If section 1252 property:** Skip this section if you did not dispose of farmland or if this form is being completed for a partnership (other than an electing large partnership).					
a Soil, water, and land clearing expenses	27a				
b Line 27a multiplied by applicable percentage	27b				
c Enter the **smaller** of line 24 or 27b	27c				
28 **If section 1254 property:**					
a Intangible drilling and development costs, expenditures for development of mines and other natural deposits, mining exploration costs, and depletion (see instructions)	28a				
b Enter the **smaller** of line 24 or 28a	28b				
29 **If section 1255 property:**					
a Applicable percentage of payments excluded from income under section 126 (see instructions)	29a				
b Enter the **smaller** of line 24 or 29a (see instructions)	29b				

Summary of Part III Gains. Complete property columns A through D through line 29b before going to line 30.

30 Total gains for all properties. Add property columns A through D, line 24	30	
31 Add property columns A through D, lines 25b, 26g, 27c, 28b, and 29b. Enter here and on line 13	31	
32 Subtract line 31 from line 30. Enter the portion from casualty or theft on Form 4684, line 33. Enter the portion from other than casualty or theft on Form 4797, line 6	32	

Part IV Recapture Amounts Under Sections 179 and 280F(b)(2) When Business Use Drops to 50% or Less (see instructions)

		(a) Section 179	(b) Section 280F(b)(2)
33 Section 179 expense deduction or depreciation allowable in prior years	33		
34 Recomputed depreciation (see instructions)	34		
35 Recapture amount. Subtract line 34 from line 33. See the instructions for where to report	35		

DOES NOT APPLY

Form **6251**

Department of the Treasury
Internal Revenue Service (99)

Alternative Minimum Tax - Individuals

▶ Attach to Form 1040 or Form 1040NR.

OMB No. 1545-0074

2011

Attachment Sequence No. **32**

Name(s) shown on Form 1040 or Form 1040NR

SIMON BERNSTEIN

Your social security number

371 32 5211

Part I Alternative Minimum Taxable Income

1	If filing Schedule A (Form 1040), enter the amount from Form 1040, line 41, and go to line 2. Otherwise, enter the amount from Form 1040, line 38, and go to line 7. (If less than zero, enter as a negative amount.)	1	996.
2	Medical and dental. Enter the **smaller** of Schedule A (Form 1040), line 4, **or** 2.5% (.025) of Form 1040, line 38. If zero or less, enter -0-	2	
3	Taxes from Schedule A (Form 1040), line 9	3	44,707.
4	Enter the home mortgage interest adjustment, if any, from line 6 of the worksheet in the instructions for this line	4	
5	Miscellaneous deductions from Schedule A (Form 1040), line 27	5	4,340.
6	Skip this line. It is reserved for future use	6	
7	Tax refund from Form 1040, line 10 or line 21	7	
8	Investment interest expense (difference between regular tax and AMT)	8	
9	Depletion (difference between regular tax and AMT)	9	
10	Net operating loss deduction from Form 1040, line 21. Enter as a positive amount	10	
11	Alternative tax net operating loss deduction	11	<45,039.>
12	Interest from specified private activity bonds exempt from the regular tax	12	
13	Qualified small business stock (7% of gain excluded under section 1202)	13	
14	Exercise of incentive stock options (excess of AMT income over regular tax income)	14	
15	Estates and trusts (amount from Schedule K-1 (Form 1041), box 12, code A)	15	
16	Electing large partnerships (amount from Schedule K-1 (Form 1065-B), box 6)	16	
17	Disposition of property (difference between AMT and regular tax gain or loss)	17	
18	Depreciation on assets placed in service after 1986 (difference between regular tax and AMT)	18	
19	Passive activities (difference between AMT and regular tax income or loss) SEE STATEMENT 20	19	0.
20	Loss limitations (difference between AMT and regular tax income or loss)	20	
21	Circulation costs (difference between regular tax and AMT)	21	
22	Long-term contracts (difference between AMT and regular tax income)	22	
23	Mining costs (difference between regular tax and AMT)	23	
24	Research and experimental costs (difference between regular tax and AMT)	24	
25	Income from certain installment sales before January 1, 1987	25	
26	Intangible drilling costs preference	26	
27	Other adjustments, including income-based related adjustments	27	
28	**Alternative minimum taxable income.** Combine lines 1 through 27. (If married filing separately and line 28 is more than $223,900, see instructions.)	28	5,004.

Part II Alternative Minimum Tax (AMT)

29 Exemption. (If you were under age 24 at the end of 2011, see instructions.)

IF your filing status is...	AND line 28 is not over...	THEN enter on line 29...
Single or head of household	$112,500	$48,450
Married filing jointly or qualifying widow(er)	150,000	74,450
Married filing separately	75,000	37,225

If line 28 is **over** the amount shown above for your filing status, see instructions. — 29: 48,450.

30	Subtract line 29 from line 28. If more than zero, go to line 31. If zero or less, enter -0- here and on lines 31, 33, and 35, and go to line 34	30	0.
31	• If you are filing Form 2555 or 2555-EZ, see instructions for the amount to enter. • If you reported capital gain distributions directly on Form 1040, line 13; you reported qualified dividends on Form 1040, line 9b; **or** you had a gain on both lines 15 and 16 of Schedule D (Form 1040) (as refigured for the AMT, if necessary), complete Part III on page 2 and enter the amount from line 54 here. • **All others:** If line 30 is $175,000 or less ($87,500 or less if married filing separately), multiply line 30 by 26% (.26). Otherwise, multiply line 30 by 28% (.28) and subtract $3,500 ($1,750 if married filing separately) from the result.	31	0.
32	Alternative minimum tax foreign tax credit (see instructions)	32	
33	Tentative minimum tax. Subtract line 32 from line 31	33	0.
34	Tax from Form 1040, line 44 (minus any tax from Form 4972 and any foreign tax credit from Form 1040, line 47). If you used Sch J to figure your tax, the amount from line 44 of Form 1040 must be refigured without using Sch J	34	
35	**AMT.** Subtract line 34 from line 33. If zero or less, enter -0-. Enter here and on Form 1040, line 45	35	0.

Part III Tax Computation Using Maximum Capital Gains Rates

Complete Part III only if you are required to do so by line 31 or by the Foreign Earned Income Tax Worksheet in the instructions.

36	Enter the amount from Form 6251, line 30. If you are filing Form 2555 or 2555-EZ, enter the amount from line 3 of the worksheet in the instructions for this line		36	
37	Enter the amount from line 6 of the Qualified Dividends and Capital Gain Tax Worksheet in the instructions for Form 1040, line 44, or the amount from line 13 of the Schedule D Tax Worksheet in the instructions for Schedule D (Form 1040), whichever applies (as refigured for the AMT, if necessary) (see instructions). If you are filing Form 2555 or 2555-EZ, see instructions for the amount to enter	37		
38	Enter the amount from Schedule D (Form 1040), line 19 (as refigured for the AMT, if necessary) (see instructions). If you are filing Form 2555 or 2555-EZ, see instructions for the amount to enter	38		
39	If you did not complete a Schedule D Tax Worksheet for the regular tax or the AMT, enter the amount from line 37. Otherwise, add lines 37 and 38, and enter the **smaller** of that result or the amount from line 10 of the Schedule D Tax Worksheet (as refigured for the AMT, if necessary). If you are filing Form 2555 or 2555-EZ, see instructions for the amount to enter	39		
40	Enter the **smaller** of line 36 or line 39		40	
41	Subtract line 40 from line 36		41	
42	If line 41 is $175,000 or less ($87,500 or less if married filing separately), multiply line 41 by 26% (.26). Otherwise, multiply line 41 by 28% (.28) and subtract $3,500 ($1,750 if married filing separately) from the result ▶		42	
43	Enter: • $69,000 if married filing jointly or qualifying widow(er), • $34,500 if single or married filing separately, or • $46,250 if head of household.	43		
44	Enter the amount from line 7 of the Qualified Dividends and Capital Gain Tax Worksheet in the instructions for Form 1040, line 44, or the amount from line 14 of the Schedule D Tax Worksheet in the instructions for Schedule D (Form 1040), whichever applies (as figured for the regular tax). If you did not complete either worksheet for the regular tax, enter -0-	44		
45	Subtract line 44 from line 43. If zero or less, enter -0-	45		
46	Enter the **smaller** of line 36 or line 37	46		
47	Enter the **smaller** of line 45 or line 46	47		
48	Subtract line 47 from line 46	48		
49	Multiply line 48 by 15% (.15) ▶		49	

If line 38 is zero or blank, skip lines 50 and 51 and go to line 52. Otherwise, go to line 50.

50	Subtract line 46 from line 40	50		
51	Multiply line 50 by 25% (.25) ▶		51	
52	Add lines 42, 49, and 51		52	
53	If line 36 is $175,000 or less ($87,500 or less if married filing separately), multiply line 36 by 26% (.26). Otherwise, multiply line 36 by 28% (.28) and subtract $3,500 ($1,750 if married filing separately) from the result		53	
54	Enter the **smaller** of line 52 or line 53 here and on line 31. If you are filing Form 2555 or 2555-EZ, do not enter this amount on line 31. Instead, enter it on line 4 of the worksheet in the instructions for line 31		54	

ALTERNATIVE MINIMUM TAX RECONCILIATION REPORT

Name(s): SIMON BERNSTEIN

Social Security Number: 371-32-5211

Form Name	Description	Income	Adjustment				
			Form 6251, Line 17	Form 6251, Line 18	Form 6251, Line 19	Form 6251, Line 20	Form 6251 Other Adjustment
4797	BERNSTEIN FAMILY INVESTMENTS LLLP						
	* REGULAR INCOME	11.					
	PAL CARRYOVER	1.			1.		
	AMT PAL CARRYOVER	<1.>			<1.>		
	* AMT NET INCOME	11.					
K1-	BERNSTEIN FAMILY INVESTMENTS LLLP						
	* REGULAR INCOME	<10.>					
	PAL CARRYOVER	6,063.			6,063.		
	AMT PAL CARRYOVER	<4,854.>			<4,854.>		
	AMT ADJUSTMENTS	1,294.			1,294.		
	PAL DISALLOWED	<7,654.>			<7,654.>		
	AMT PAL DISALLOWED	5,151.			5,151.		
	* AMT NET INCOME	<10.>					
	** TOTAL ADJ & PREF **				0.		

Form **1116**

Department of the Treasury
Internal Revenue Service (99)

ALTERNATIVE MINIMUM TAX
Foreign Tax Credit

(Individual, Estate, or Trust)
▶ Attach to Form 1040, 1040NR, 1041, or 990-T.

OMB No. 1545-0121

2011

Attachment Sequence No. **19**

Name: SIMON BERNSTEIN

Identifying number as shown on page 1 of your tax return: 371-32-5211

Use a separate Form 1116 for each category of income listed below. See **Categories of Income** in the instructions. Check only one box on each Form 1116. Report all amounts in U.S. dollars except where specified in Part II below.

a [X] Passive category income
b [ ] General category income
c [ ] Section 901(j) income
d [ ] Certain income re-sourced by treaty
e [ ] Lump-sum distributions

f Resident of (name of country) ▶ UNITED STATES

Note: *If you paid taxes to only one foreign country or U.S. possession, use column A in Part I and line A in Part II. If you paid taxes to more than one foreign country or U.S. possession, use a separate column and line for each country or possession.*

Part I Taxable Income or Loss From Sources Outside the United States (for Category Checked Above)

	Foreign Country or U.S. Possession A	B	C		Total (Add cols. A, B, and C.)
g Enter the name of the foreign country or U.S. possession ▶	VARIOUS	OTHER COUNTRIES			
1a Gross income from sources within country shown above and of the type checked above:	18.	280.		1a	298.
b Check if line 1a is compensation for personal services as an employee, your total compensation from all sources is $250,000 or more, and you used an alternative basis to determine its source (see instructions) ▶ [ ]					
Deductions and losses (*Caution: See instructions*):					
2 Expenses **definitely related** to the income on line 1a (attach statement)					
3 Pro rata share of other deductions **not definitely related:**					
a Certain itemized deductions or standard deduction					
b Other deductions (attach statement)					
c Add lines 3a and 3b					
d Gross foreign source income	18.	280.			
e Gross income from all sources	223,563.	223,563.			
f Divide line 3d by line 3e	.000081	.001252			
g Multiply line 3c by line 3f					
4 Pro rata share of interest expense:					
a Home mortgage interest (use worksheet on page 14 of the instructions)					
b Other interest expense					
5 Losses from foreign sources					
6 Add lines 2, 3g, 4a, 4b, and 5				6	
7 Subtract line 6 from line 1a. Enter the result here and on line 15, page 2 ▶				7	298.

Part II Foreign Taxes Paid or Accrued

Country	Credit is claimed for taxes (you must check one) (h) [X] Paid (i) [ ] Accrued — (j) Date paid or accrued	Foreign taxes paid or accrued: In foreign currency — Taxes withheld at source on: (k) Dividends	(l) Rents and royalties	(m) Interest	(n) Other foreign taxes paid or accrued	In U.S. dollars — Taxes withheld at source on: (o) Dividends	(p) Rents and royalties	(q) Interest	(r) Other foreign taxes paid or accrued	(s) Total foreign taxes paid or accrued (add cols. (o) through (r))
A									1.	1.
B									1.	1.
C										
8 Add lines A through C, column (s). Enter the total here and on line 9, page 2 ▶									8	2.

LHA **For Paperwork Reduction Act Notice, see instructions.**

Form **1116** (2011)

111501
12-19-11

ALTERNATIVE MINIMUM TAX

Part III Figuring the Credit

9	Enter the amount from line 8. These are your total foreign taxes paid or accrued for the category of income checked above Part I	9	2.	
10	Carryback or carryover (attach detailed computation) SEE STATEMENT 21	10	124.	
11	Add lines 9 and 10	11	126.	
12	Reduction in foreign taxes	12		
13	Taxes reclassified under high tax kickout	13		
14	Combine lines 11, 12, and 13. This is the total amount of foreign taxes available for credit			14 126.
15	Enter the amount from line 7. This is your taxable income or (loss) from sources outside the United States (before adjustments) for the category of income checked above Part I	15	298.	
16	Adjustments to line 15	16		
17	Combine the amounts on lines 15 and 16. This is your net foreign source taxable income. (If the result is zero or less, you have no foreign tax credit for the category of income you checked above Part I. Skip lines 18 through 22. However, if you are filing more than one Form 1116, you must complete line 20.)	17	298.	
18	**Individuals:** Enter the amount from Form 1040, line 41, or Form 1040NR, line 39. **Estates and trusts:** Enter your taxable income without the deduction for your exemption	18	5,004.	
	Caution: *If you figured your tax using the lower rates on qualified dividends or capital gains, see instructions.*			
19	Divide line 17 by line 18. If line 17 is more than line 18, enter "1"			19 .059552
20	**Individuals:** Enter the amount from Form 1040, line 44. If you are a nonresident alien, enter the amount from Form 1040NR, line 42. **Estates and trusts:** Enter the amount from Form 1041, Schedule G, line 1a, or the total of Form 990-T, lines 36 and 37			20
	Caution: *If you are completing line 20 for separate categorye (lump-sum distributions), see instructions.*			
21	Multiply line 20 by line 19 (maximum amount of credit)			21
22	Enter the **smaller** of line 14 or line 21. If this is the only Form 1116 you are filing, skip lines 23 through 27 and enter this amount on line 28. Otherwise, complete the appropriate line in Part IV ▶			22 0.

Part IV Summary of Credits From Separate Parts III

23	Credit for taxes on passive category income	23		
24	Credit for taxes on general category income	24		
25	Credit for taxes on certain income re-sourced by treaty	25		
26	Credit for taxes on lump-sum distributions	26		
27	Add lines 23 through 26			27
28	Enter the **smaller** of line 20 or line 27			28 0.
29	Reduction of credit for international boycott operations			29
30	Subtract line 29 from line 28. This is your **foreign tax credit.** Enter here and on Form 1040, line 47; Form 1040NR, line 45; Form 1041, Schedule G, line 2a; or Form 990-T, line 40a ▶			30 0.

Form **4952**

Department of the Treasury
Internal Revenue Service (99)

Investment Interest Expense Deduction

▶ Attach to your tax return.

OMB No. 1545-0191

2011

Attachment Sequence No. **51**

Name(s) shown on return

SIMON BERNSTEIN

Identifying number

371-32-5211

Part I Total Investment Interest Expense

1	Investment interest expense paid or accrued in 2011 (see instructions) SEE STATEMENT 22	1	22.
2	Disallowed investment interest expense from 2010 Form 4952, line 7	2	
3	**Total investment interest expense.** Add lines 1 and 2	3	22.

Part II Net Investment Income

4a	Gross income from property held for investment (excluding any net gain from the disposition of property held for investment) STMT 23	4a	76,833.		
b	Qualified dividends included on line 4a	4b	13,292.		
c	Subtract line 4b from line 4a			4c	63,541.
d	Net gain from the disposition of property held for investment	4d			
e	Enter the **smaller** of line 4d or your net capital gain from the disposition of property held for investment (see instructions)	4e			
f	Subtract line 4e from line 4d			4f	
g	Enter the amount from lines 4b and 4e that you elect to include in investment income (see instructions)			4g	
h	Investment income. Add lines 4c, 4f, and 4g			4h	63,541.
5	Investment expenses (see instructions) SEE STATEMENT 24			5	4,340.
6	**Net investment income.** Subtract line 5 from line 4h. If zero or less, enter -0-			6	59,201.

Part III Investment Interest Expense Deduction

7	Disallowed investment interest expense to be carried forward to 2012. Subtract line 6 from line 3. If zero or less, enter -0-	7	0.
8	**Investment interest expense deduction.** Enter the **smaller** of line 3 or 6. See instructions STMT 25	8	22.

ALTERNATIVE MINIMUM TAX

Form **4952**

Department of the Treasury
Internal Revenue Service (99)

Investment Interest Expense Deduction

▶ Attach to your tax return.

OMB No. 1545-0191

2011

Attachment Sequence No. **51**

Name(s) shown on return

SIMON BERNSTEIN

Identifying number

371-32-5211

Part I Total Investment Interest Expense

1	Investment interest expense paid or accrued in 2011 (see instructions) SEE STATEMENT 26	1	22.
2	Disallowed investment interest expense from 2010 Form 4952, line 7	2	
3	**Total investment interest expense.** Add lines 1 and 2	3	22.

Part II Net Investment Income

4a	Gross income from property held for investment (excluding any net gain from the disposition of property held for investment)	4a	76,833.		
b	Qualified dividends included on line 4a	4b	13,292.		
c	Subtract line 4b from line 4a			4c	63,541.
d	Net gain from the disposition of property held for investment	4d			
e	Enter the **smaller** of line 4d or your net capital gain from the disposition of property held for investment (see instructions)	4e			
f	Subtract line 4e from line 4d			4f	
g	Enter the amount from lines 4b and 4e that you elect to include in investment income (see instructions)			4g	
h	Investment income. Add lines 4c, 4f, and 4g			4h	63,541.
5	Investment expenses (see instructions)			5	
6	**Net investment income.** Subtract line 5 from line 4h. If zero or less, enter -0-			6	63,541.

Part III Investment Interest Expense Deduction

7	Disallowed investment interest expense to be carried forward to 2012. Subtract line 6 from line 3. If zero or less, enter -0-	7	0.
8	**Investment interest expense deduction.** Enter the smaller of line 3 or 6. See instructions	8	22.

REGULAR FORM 4952, LINE 8 22.
LESS RECOMPUTED FORM 4952, LINE 8 22.
INTEREST ADJUSTMENT - FORM 6251, LINE 8

Form **8582**

Department of the Treasury
Internal Revenue Service (99)

Passive Activity Loss Limitations

▶ See separate instructions.
▶ Attach to Form 1040 or Form 1041.

OMB No. 1545-1008

2011

Attachment Sequence No. **88**

Name(s) shown on return

SIMON BERNSTEIN

Identifying number

371-32-5211

Part I 2011 Passive Activity Loss

Caution: *Complete Worksheets 1, 2, and 3 before completing Part I.*

Rental Real Estate Activities With Active Participation (For the definition of active participation, see **Special Allowance for Rental Real Estate Activities** in the instructions.)

1a	Activities with net income (enter the amount from Worksheet 1, column (a))	1a		
b	Activities with net loss (enter the amount from Worksheet 1, column (b))	1b		
c	Prior years unallowed losses (enter the amount from Worksheet 1, column (c))	1c		
d	Combine lines 1a, 1b, and 1c		1d	

Commercial Revitalization Deductions From Rental Real Estate Activities

2a	Commercial revitalization deductions from Worksheet 2, column (a)	2a		
b	Prior year unallowed commercial revitalization deductions from Worksheet 2, column (b)	2b		
c	Add lines 2a and 2b		2c	

All Other Passive Activities

3a	Activities with net income (enter the amount from Worksheet 3, column (a))	3a	11.	
b	Activities with net loss (enter the amount from Worksheet 3, column (b))	3b	<1,617.>	
c	Prior years unallowed losses (enter the amount from Worksheet 3, column (c))	3c	<12,246.>	
d	Combine lines 3a, 3b, and 3c		3d	<13,852.>
4	Combine lines 1d, 2c, and 3d. If this line is zero or more, stop here and include this form with your return; all losses are allowed, including any prior year unallowed losses entered on line 1c, 2b, or 3c. Report the losses on the forms and schedules normally used		4	<13,852.>

If line 4 is a loss and:
- Line 1d is a loss, go to Part II.
- Line 2c is a loss (and line 1d is zero or more), skip Part II and go to Part III.
- Line 3d is a loss (and lines 1d and 2c are zero or more), skip Parts II and III and go to line 15.

Caution: *If your filing status is married filing separately and you lived with your spouse at any time during the year,* ***do not*** *complete Part II or Part III. Instead, go to line 15.*

Part II Special Allowance for Rental Real Estate Activities With Active Participation

Note: *Enter all numbers in Part II as positive amounts. See instructions for an example.*

5	Enter the **smaller** of the loss on line 1d or the loss on line 4		5	
6	Enter $150,000. If married filing separately, see instructions	6		
7	Enter modified adjusted gross income, but not less than zero (see instructions)	7		
	Note: *If line 7 is greater than or equal to line 6, skip lines 8 and 9, enter -0- on line 10. Otherwise, go to line 8.*			
8	Subtract line 7 from line 6	8		
9	Multiply line 8 by 50% (.5). **Do not** enter more than $25,000. If married filing separately, see instructions		9	
10	Enter the **smaller** of line 5 or line 9		10	

If line 2c is a loss, go to Part III. Otherwise, go to line 15.

Part III Special Allowance for Commercial Revitalization Deductions From Rental Real Estate Activities

Note: *Enter all numbers in Part III as positive amounts. See the example for Part II in the instructions.*

11	Enter $25,000 reduced by the amount, if any, on line 10. If married filing separately, see instructions	11	
12	Enter the loss from line 4	12	
13	Reduce line 12 by the amount on line 10	13	
14	Enter the **smallest** of line 2c (treated as a positive amount), line 11, or line 13	14	

Part IV Total Losses Allowed

15	Add the income, if any, on lines 1a and 3a and enter the total	15	11.
16	**Total losses allowed from all passive activities for 2011.** Add lines 10, 14, and 15. See instructions to find out how to report the losses on your tax return SEE STATEMENT 31	16	11.

Caution: *The worksheets must be filed with your tax return. Keep a copy for your records.*

Worksheet 1 - For Form 8582, Lines 1a, 1b, and 1c (See instructions.)

Name of activity	Current year		Prior years	Overall gain or loss	
	(a) Net income (line 1a)	(b) Net loss (line 1b)	(c) Unallowed loss (line 1c)	(d) Gain	(e) Loss
Total. Enter on Form 8582, lines 1a, 1b, and 1c ▶					

Worksheet 2 - For Form 8582, Lines 2a and 2b (See instructions.)

Name of activity	(a) Current year deductions (line 2a)	(b) Prior year unallowed deductions (line 2b)	(c) Overall loss
Total. Enter on Form 8582, lines 2a and 2b ▶			

Worksheet 3 - For Form 8582, Lines 3a, 3b, and 3c (See instructions.)

Name of activity	Current year		Prior years	Overall gain or loss	
	(a) Net income (line 3a)	(b) Net loss (line 3b)	(c) Unallowed loss (line 3c)	(d) Gain	(e) Loss
	SEE ATTACHED STATEMENT FOR WORKSHEET 3				
Total. Enter on Form 8582, lines 3a, 3b, and 3c ▶	11.	<1,617.>	<12,246.>		

Worksheet 4 - Use this worksheet if an amount is shown on Form 8582, line 10 or 14 (See instructions.)

Name of activity	Form or schedule and line number to be reported on (see instructions)	(a) Loss	(b) Ratio	(c) Special allowance	(d) Subtract column (c) from column (a)
Total ▶					

Worksheet 5 - Allocation of Unallowed Losses (See instructions.)

Name of activity	Form or schedule and line number to be reported on (see instructions)	(a) Loss	(b) Ratio	(c) Unallowed loss
	SEE ATTACHED	STATEMENT FOR WORKSHEET 5		
Total ▶		13,852.	1.000000000	13,852.

Worksheet 6 - Allowed Losses (See instructions.)

Name of activity	Form or schedule and line number to be reported on (see instructions)	(a) Loss	(b) Unallowed loss	(c) Allowed loss
	SEE ATTACHED STATEMENT FOR WORKSHEET 6			
Total ▶		134.	134.	

Worksheet 7 - Activities With Losses Reported on Two or More Forms or Schedules (See instructions.)

Name of activity:	(a)	(b)	(c) Ratio	(d) Unallowed loss	(e) Allowed loss
Form or schedule and line number to be reported on (see instructions):					
1a Net loss plus prior year unallowed loss from form or schedule ▶					
b Net income from form or schedule ▶					
c Subtract line 1b from line 1a. If zero or less, enter -0- ▶					
Form or schedule and line number to be reported on (see instructions):					
1a Net loss plus prior year unallowed loss from form or schedule ▶					
b Net income from form or schedule ▶					
c Subtract line 1b from line 1a. If zero or less, enter -0- ▶					
Form or schedule and line number to be reported on (see instructions):					
1a Net loss plus prior year unallowed loss from form or schedule ▶					
b Net income from form or schedule ▶					
	SEE ATTACHED STATEMENT FOR WORKSHEET 7				
c Subtract line 1b from line 1a. If zero or less, enter -0- ▶					
	OVERALL				
Total ▶		13,728.	1.0000000	13,718.	10.

Form **8582-CR** (Rev. January 2012)
Department of the Treasury
Internal Revenue Service

Passive Activity Credit Limitations

▶ See separate instructions.
▶ Attach to Form 1040 or 1041.

OMB No. 1545-1034
Attachment Sequence No. 89

Name(s) shown on return: SIMON BERNSTEIN

Identifying number: 371-32-5211

Part I Passive Activity Credits

Caution: *If you have credits from a publicly traded partnership, see Publicly Traded Partnerships (PTPs) in the instructions.*

Credits From Rental Real Estate Activities With Active Participation (Other Than Rehabilitation Credits and Low-Income Housing Credits) (See **Lines 1a through 1c** in the instructions.)

1a	Credits from Worksheet 1, column (a)	1a			
b	Prior year unallowed credits from Worksheet 1, column (b)	1b			
c	Add lines 1a and 1b			1c	

Rehabilitation Credits From Rental Real Estate Activities and Low-Income Housing Credits for Property Placed in Service Before 1990 (or From Pass-Through Interests Acquired Before 1990) (See **Lines 2a through 2c** in the instructions.)

2a	Credits from Worksheet 2, column (a)	2a			
b	Prior year unallowed credits from Worksheet 2, column (b)	2b			
c	Add lines 2a and 2b			2c	

Low-Income Housing Credits for Property Placed in Service After 1989 (See **Lines 3a through 3c** in the instructions.)

3a	Credits from Worksheet 3, column (a)	3a			
b	Prior year unallowed credits from Worksheet 3, column (b)	3b			
c	Add lines 3a and 3b			3c	

All Other Passive Activity Credits (See **Lines 4a through 4c** in the instructions.)

4a	Credits from Worksheet 4, column (a)	4a			
b	Prior year unallowed credits from Worksheet 4, column (b)	4b	6.		
c	Add lines 4a and 4b			4c	6.
5	Add lines 1c, 2c, 3c, and 4c			5	6.
6	Enter the tax attributable to net passive income (see instructions)			6	0.
7	Subtract line 6 from line 5. If line 6 is more than or equal to line 5, enter -0- and see instructions			7	6.

Note: *If your filing status is married filing separately and you lived with your spouse at any time during the year, **do not** complete Part II, III, or IV. Instead, go to line 37.*

Part II Special Allowance for Rental Real Estate Activities With Active Participation

Note: *Complete this part only if you have an amount on line 1c. Otherwise, go to Part III.*

8	Enter the smaller of line 1c or line 7			8	
9	Enter $150,000. If married filing separately, see instructions	9			
10	Enter modified adjusted gross income, but not less than zero (see instructions). If line 10 is equal to or more than line 9, skip lines 11 through 15 and enter -0- on line 16	10			
11	Subtract line 10 from line 9	11			
12	Multiply line 11 by 50% (.50). **Do not** enter more than $25,000. If married filing separately, see instructions	12			
13a	Enter the amount, if any, from line 10 of Form 8582	13a			
b	Enter the amount, if any, from line 14 of Form 8582	13b			
c	Add lines 13a and 13b	13c			
14	Subtract line 13c from line 12	14			
15	Enter the tax attributable to the amount on line 14 (see instructions)			15	
16	Enter the **smaller** of line 8 or line 15			16	

Part III **Special Allowance for Rehabilitation Credits From Rental Real Estate Activities and Low-Income Housing Credits for Property Placed in Service Before 1990 (or From Pass-Through Interests Acquired Before 1990)**

Note: *Complete this part only if you have an amount on line 2c. Otherwise, go to Part IV.*

17	Enter the amount from line 7			17	
18	Enter the amount from line 16			18	
19	Subtract line 18 from line 17. If zero, enter -0- here and on lines 30 and 36, and then go to Part V			19	
20	Enter the **smaller** of line 2c or line 19			20	
21	Enter $250,000. If married filing separately, see instructions to find out if you can skip lines 21 through 26		21		
22	Enter modified adjusted gross income, but not less than zero. (See instructions for line 10.) If line 22 is equal to or more than line 21, skip lines 23 through 29 and enter -0- on line 30		22		
23	Subtract line 22 from line 21		23		
24	Multiply line 23 by 50% (.50). Do not enter more than $25,000. If married filing separately, see instructions		24		
25a	Enter the amount, if any, from line 10 of Form 8582	25a			
b	Enter the amount, if any, from line 14 of Form 8582	25b			
c	Add lines 25a and 25b		25c		
26	Subtract line 25c from line 24		26		
27	Enter the tax attributable to the amount on line 26 (see instructions)		27		
28	Enter the amount, if any, from line 18		28		
29	Subtract line 28 from line 27			29	
30	Enter the **smaller** of line 20 or line 29			30	

Part IV **Special Allowance for Low-Income Housing Credits for Property Placed in Service After 1989**

Note: *Complete this part only if you have an amount on line 3c. Otherwise, go to Part V.*

31	If you completed Part III, enter the amount from line 19. Otherwise, subtract line 16 from line 7	31	
32	Enter the amount from line 30	32	
33	Subtract line 32 from line 31. If zero, enter -0- here and on line 36	33	
34	Enter the **smaller** of line 3c or line 33	34	
35	Tax attributable to the remaining special allowance (see instructions)	35	
36	Enter the **smaller** of line 34 or line 35	36	

Part V **Passive Activity Credit Allowed**

37	**Passive Activity Credit Allowed.** Add lines 6, 16, 30, and 36. See instructions to find out how to report the allowed credit on your tax return and how to allocate allowed and unallowed credits if you have more than one credit or credits from more than one activity. If you have any credits from a publicly traded partnership, see **Publicly Traded Partnerships (PTPs)** in the instructions.	37	0.

Part VI **Election To Increase Basis of Credit Property**

38 If you disposed of your entire interest in a passive activity or former passive activity in a fully taxable transaction, and you elect to increase your basis in credit property used in that activity by the unallowed credit that reduced your basis in the property, check this box. See instructions ▶ ☐

39 Name of passive activity disposed of ▶

40 Description of the credit property for which the election is being made ▶

41 Amount of unallowed credit that reduced your basis in the property ▶ $

ALTERNATIVE MINIMUM TAX

Form **8582**

Department of the Treasury
Internal Revenue Service (99)

Passive Activity Loss Limitations

▶ See separate instructions.
▶ Attach to Form 1040 or Form 1041.

OMB No. 1545-1008

2011

Attachment Sequence No. **88**

Name(s) shown on return

SIMON BERNSTEIN

Identifying number

371-32-5211

Part I 2011 Passive Activity Loss **Caution:** *Complete Worksheets 1, 2, and 3 before completing Part I.*

Rental Real Estate Activities With Active Participation (For the definition of active participation, see **Special Allowance for Rental Real Estate Activities** in the instructions.)

1a	Activities with net income (enter the amount from Worksheet 1, column (a))	1a		
b	Activities with net loss (enter the amount from Worksheet 1, column (b))	1b		
c	Prior years unallowed losses (enter the amount from Worksheet 1, column (c))	1c		
d	Combine lines 1a, 1b, and 1c		1d	

Commercial Revitalization Deductions From Rental Real Estate Activities

2a	Commercial revitalization deductions from Worksheet 2, column (a)	2a		
b	Prior year unallowed commercial revitalization deductions from Worksheet 2, column (b)	2b		
c	Add lines 2a and 2b		2c	

All Other Passive Activities

3a	Activities with net income (enter the amount from Worksheet 3, column (a))	3a	11.	
b	Activities with net loss (enter the amount from Worksheet 3, column (b))	3b	<310.>	
c	Prior years unallowed losses (enter the amount from Worksheet 3, column (c))	3c	<9,785.>	
d	Combine lines 3a, 3b, and 3c		3d	<10,084.>
4	Combine lines 1d, 2c, and 3d. If this line is zero or more, stop here and include this form with your return; all losses are allowed, including any prior year unallowed losses entered on line 1c, 2b, or 3c. Report the losses on the forms and schedules normally used		4	<10,084.>

If line 4 is a loss and:
- Line 1d is a loss, go to Part II.
- Line 2c is a loss (and line 1d is zero or more), skip Part II and go to Part III.
- Line 3d is a loss (and lines 1d and 2c are zero or more), skip Parts II and III and go to line 15.

Caution: *If your filing status is married filing separately and you lived with your spouse at any time during the year,* ***do not*** *complete Part II or Part III. Instead, go to line 15.*

Part II Special Allowance for Rental Real Estate Activities With Active Participation

Note: *Enter all numbers in Part II as positive amounts. See instructions for an example.*

5	Enter the **smaller** of the loss on line 1d or the loss on line 4		5	
6	Enter $150,000. If married filing separately, see instructions	6		
7	Enter modified adjusted gross income, but not less than zero (see instructions)	7		
	Note: *If line 7 is greater than or equal to line 6, skip lines 8 and 9, enter -0- on line 10. Otherwise, go to line 8.*			
8	Subtract line 7 from line 6	8		
9	Multiply line 8 by 50% (.5). **Do not** enter more than $25,000. If married filing separately, see instructions		9	
10	Enter the **smaller** of line 5 or line 9		10	

If line 2c is a loss, go to Part III. Otherwise, go to line 15.

Part III Special Allowance for Commercial Revitalization Deductions From Rental Real Estate Activities

Note: *Enter all numbers in Part III as positive amounts. See the example for Part II in the instructions.*

11	Enter $25,000 reduced by the amount, if any, on line 10. If married filing separately, see instructions	11	
12	Enter the loss from line 4	12	
13	Reduce line 12 by the amount on line 10	13	
14	Enter the **smallest** of line 2c (treated as a positive amount), line 11, or line 13	14	

Part IV Total Losses Allowed

15	Add the income, if any, on lines 1a and 3a and enter the total	15	11.
16	**Total losses allowed from all passive activities for 2011.** Add lines 10, 14, and 15. See instructions to find out how to report the losses on your tax return SEE STATEMENT 39	16	11.

Caution: *The worksheets must be filed with your tax return. Keep a copy for your records.*

Worksheet 1 - For Form 8582, Lines 1a, 1b, and 1c (See instructions.)

Name of activity	Current year		Prior years	Overall gain or loss	
	(a) Net income (line 1a)	(b) Net loss (line 1b)	(c) Unallowed loss (line 1c)	(d) Gain	(e) Loss
Total. Enter on Form 8582, lines 1a, 1b, and 1c ▶					

Worksheet 2 - For Form 8582, Lines 2a and 2b (See instructions.)

Name of activity	(a) Current year deductions (line 2a)	(b) Prior year unallowed deductions (line 2b)	(c) Overall loss
Total. Enter on Form 8582, lines 2a and 2b ▶			

Worksheet 3 - For Form 8582, Lines 3a, 3b, and 3c (See instructions.)

Name of activity	Current year		Prior years	Overall gain or loss	
	(a) Net income (line 3a)	(b) Net loss (line 3b)	(c) Unallowed loss (line 3c)	(d) Gain	(e) Loss
	SEE ATTACHED STATEMENT FOR WORKSHEET 3				
Total. Enter on Form 8582, lines 3a, 3b, and 3c ▶	11.	<310.>	<9,785.>		

Worksheet 4 - Use this worksheet if an amount is shown on Form 8582, line 10 or 14 (See instructions.)

Name of activity	Form or schedule and line number to be reported on (see instructions)	(a) Loss	(b) Ratio	(c) Special allowance	(d) Subtract column (c) from column (a)
Total ▶					

Worksheet 5 - Allocation of Unallowed Losses (See instructions.)

Name of activity	Form or schedule and line number to be reported on (see instructions)	(a) Loss	(b) Ratio	(c) Unallowed loss
	SEE ATTACHED	STATEMENT FOR WORKSHEET	5	
Total ▶		10,084.	1.000000000	10,084.

Worksheet 6 - Allowed Losses (See instructions.)

Name of activity	Form or schedule and line number to be reported on (see instructions)	(a) Loss	(b) Unallowed loss	(c) Allowed loss
	SEE ATTACHED STATEMENT FOR WORKSHEET 6			
Total ▶		80.	80.	

Worksheet 7 - Activities With Losses Reported on Two or More Forms or Schedules (See instructions.)

Name of activity:	(a)	(b)	(c) Ratio	(d) Unallowed loss	(e) Allowed loss
Form or schedule and line number to be reported on (see instructions):					
1a Net loss plus prior year unallowed loss from form or schedule ▶					
b Net income from form or schedule ▶					
c Subtract line 1b from line 1a. If zero or less, enter -0- ▶					
Form or schedule and line number to be reported on (see instructions):					
1a Net loss plus prior year unallowed loss from form or schedule ▶					
b Net income from form or schedule ▶					
c Subtract line 1b from line 1a. If zero or less, enter -0- ▶					
Form or schedule and line number to be reported on (see instructions):					
1a Net loss plus prior year unallowed loss from form or schedule ▶					
b Net income from form or schedule ▶					
c Subtract line 1b from line 1a. If zero or less, enter -0- ▶	SEE ATTACHED STATEMENT FOR WORKSHEET 7				
Total ▶	OVERALL	10,014.	1.0000000	10,004.	10.

Form **8903** (Rev. December 2010)
Department of the Treasury
Internal Revenue Service

Domestic Production Activities Deduction

▶ Attach to your tax return. ▶ See separate instructions.

OMB No. 1545-1984

Attachment Sequence No. 143

Name(s) as shown on return: SIMON BERNSTEIN

Identifying number: 371-32-5211

			(a) Oil-related production activities	(b) All activities
	Note. Do not complete column (a), unless you have oil-related production activities. Enter amounts for all activities in column (b), including oil-related production activities.			
1	Domestic production gross receipts (DPGR)	1	5.	4,414.
2	Allocable cost of goods sold. If you are using the small business simplified overall method, skip lines 2 and 3	2		2,178.
3	Enter deductions and losses allocable to DPGR (see instructions)	3	5.	2,357.
4	If you are using the small business simplified overall method, enter the amount of cost of goods sold and other deductions or losses you ratably apportion to DPGR. All others, skip line 4	4		
5	Add lines 2 through 4	5	5.	4,535.
6	Subtract line 5 from line 1	6	0.	<121.>
7	Qualified production activities income from estates, trusts, and certain partnerships and S corporations (see instructions)	7		
8	Add lines 6 and 7. Estates and trusts, go to line 9, all others, skip line 9 and go to line 10	8		<121.>
9	Amount allocated to beneficiaries of the estate or trust (see instructions)	9		
10a	**Oil-related qualified production activities income.** Estates and trusts, subtract line 9, column (a), from line 8, column (a), all others, enter amount from line 8, column (a). If zero or less, enter -0- here	10a	0.	
b	**Qualified production activities income.** Estates and trusts, subtract line 9, column (b), from line 8, column (b), all others, enter amount from line 8, column (b). If zero or less, enter -0- here, skip lines 11 through 21, and enter -0- on line 22	10b		0.
11	Income limitation (see instructions): • Individuals, estates, and trusts. Enter your adjusted gross income figured without the domestic production activities deduction • All others. Enter your taxable income figured without the domestic production activities deduction (tax-exempt organizations, see instructions)	11		
12	Enter the smaller of line 10b or line 11. If zero or less, enter -0- here, skip lines 13 through 21, and enter -0- on line 22	12		
13	Enter 9% of line 12	13		
14a	Enter the smaller of line 10a or line 12	14a		
b	Reduction for oil-related qualified production activities income. Multiply line 14a by 3%	14b		
15	Subtract line 14b from line 13	15		
16	Form W-2 wages (see instructions)	16		
17	Form W-2 wages from estates, trusts, and certain partnerships and S corporations (see instructions)	17		
18	Add lines 16 and 17. Estates and trusts, go to line 19, all others, skip line 19 and go to line 20	18		
19	Amount allocated to beneficiaries of the estate or trust (see instructions)	19		
20	Estates and trusts, subtract line 19 from line 18, all others, enter amount from line 18	20		
21	Form W-2 wage limitation. Enter 50% of line 20	21		
22	Enter the smaller of line 15 or line 21	22		0.
23	Domestic production activities deduction from cooperatives. Enter deduction from Form 1099-PATR, box 6	23		
24	Expanded affiliated group allocation (see instructions)	24		
25	**Domestic production activities deduction.** Combine lines 22 through 24 and enter the result here and on Form 1040, line 35; Form 1120, line 25; or the applicable line of your return	25		0.

LHA **For Paperwork Reduction Act Notice, see separate instructions.** Form **8903** (Rev. 12-2010)

110911
05-01-11

Qualified Production Activity Income Schedule

Name: SIMON BERNSTEIN

Identifying Number: 371-32-5211

Description	Domestic Production Gross Receipts (DPGR)	DPGR Ratio	Directly Allocable Expenses		Apportioned Expenses	Interest Expense Allocation/ Apportionment			Total Qualified Expenses	Qualified Production Activity Income
			Costs of Goods Sold	Other Costs		Allocable Assets	Assets Ratio	Interest Expense		
BERNSTEIN FAMILY INVESTMENTS LLLP	0.		0.	636.	0.				0.	0.
BERNSTEIN FAMILY INVESTMENTS LLLP	4,368.	.030495	2,160.	1,672.	90.	1,124,048.	1	297.	4,219.	149.
BERNSTEIN HOLDINGS LLC	5.	.000035	0.	6.	0.				5.	0.
BERNSTEIN HOLDINGS LLC	38.	.000265	21.	17.	0.	13,191.	1	3.	38.	0.
ELIOT BERNSTEIN FAMILY TRUST	1.	.000007	0.	0.	0.				0.	1.
JILL IANTONI FAMILY TRUST	0.		1.	0.	0.				0.	0.
JILL IANTONI FAMILY TRUST	1.	.000007	0.	1.	0.				1.	0.
LISA S FRIEDSTEIN FAMILY TRUST	1.	.000007	0.	0.	0.				0.	1.
NON-QUALIFIED ACTIVITIES	138,823.	.969184			0.				0.	
TOTAL	143,237.	1	2,182.	2,332.	90.	1,137,239.	1	300.	4,263.	
TOTAL FROM QUALIFIED ACTIVITIES	4,414.	.030816	2,182.	2,332.	90.	1,137,239.	1	300.	4,535.	<121.>

Form **8948** (Rev. December 2011)

Department of the Treasury
Internal Revenue Service

Preparer Explanation for Not Filing Electronically

▶ Attach to taxpayer's Form 1040, 1040A, 1040EZ, or Form 1041.

OMB No. 1545-2200

Attachment Sequence No. **173**

Name(s) on tax return	Taxpayer's identifying number
SIMON BERNSTEIN	371-32-5211

Three out of four taxpayers now use IRS e-file. Go to *www.irs.gov/efile* for details on using IRS e-file. The benefits of electronic filing include the following:

- Faster refunds
- More accurate returns
- Secure transmissions
- Easier filing method
- E-payment options
- Receipt acknowledged

Check the applicable box to indicate the reason this return is not being filed electronically. Do not check more than one box.

1 [X] Taxpayer chose to file this return on paper.

2 [ ] The preparer received a waiver from the requirement to electronically file the tax return.

Waiver Reference Number _____ Approval Letter Date _____

3 [ ] The preparer is a member of a recognized religious group that is conscientiously opposed to filing electronically.

4 [ ] This return was rejected by IRS *e-file* and the reject condition could not be resolved.

Reject code: _____ Number of attempts to resolve reject: _____

5 [ ] The preparer's e-file software package does not support Form _____ or Schedule _____ attached to this return.

6 Check the box that applies and provide additional information if requested.

a [ ] The preparer is ineligible to file electronically because IRS *e-file* does not accept foreign preparers without social security numbers who live and work abroad.

b [ ] The preparer is ineligible to participate in IRS *e-file*.

c [ ] Other: Describe below the circumstances that prevented the preparer from filing this return electronically.

Form 1116 **U.S. and Foreign Source Income Summary**

NAME

SIMON BERNSTEIN 371-32-5211

INCOME TYPE	TOTAL	U.S.	FOREIGN PASSIVE
Compensation			
Dividends/Distributions	18,347.	18,347.	
Interest	58,450.	58,450.	
Capital Gains	20,647.	20,647.	
Business/Profession	101,771.	101,771.	
Rent/Royalty	36.		36.
State/Local Refunds			
Partnership/S Corporation SEE STATEMENT 40		<261.>	261.
Trust/Estate SEE STATEMENT 41		<1.>	1.
Other Income	24,312.	24,312.	
Gross Income	223,563.	223,265.	298.
Less:			
Section 911 Exclusion			
Capital Losses	23,647.	23,647.	
Capital Gains Tax Adjustment			
Total Income - Form 1116	199,916.	199,618.	298.
Deductions:			
Business/Profession Expenses	101,771.	101,771.	
Rent/Royalty Expenses			
Partnership/S Corporation Losses	28,562.	28,562.	
Trust/Estate Losses			
Capital Losses			
Non-capital Losses			
Individual Retirement Account			
Moving Expenses			
Self-employment Tax Deduction			
Self-employment Health Insurance			
Keogh Contributions			
Alimony			
Forfeited Interest			
Foreign Housing Deduction			
Other Adjustments			
Capital Gains Tax Adjustment			
Total Deductions	130,333.	130,333.	
Adjusted Gross Income	69,583.	69,285.	298.
Less Itemized Deductions:			
Specifically Allocated	862.	862.	
Home Mortgage Interest	18,656.	18,656.	
Other Interest	22.	22.	
Ratably Allocated	49,047.	48,982.	65.
Total Adjustments to Adjusted Gross Income	68,587.	68,522.	65.
Taxable Income Before Exemptions	996.	763.	233.

Form 1116 **Allocation of Itemized Deductions**

NAME

SIMON BERNSTEIN 371-32-5211

	Total Itemized Deductions	Itemized Deductions After Sec. 68 Reduction	Form 1116		
			Specifically U.S.	Specifically Foreign	Ratable
Taxes	44,707.				44,707.
Interest - Not Including Investment Interest	18,656.		18,656.		
Contributions	862.		862.		
Miscellaneous Deductions Subject to 2%	4,340.				4,340.
Other Miscellaneous Deductions - Not Including Gambling Losses					
Foreign Adjustment					
Total Itemized Deductions Subject to Sec. 68	68,565.				
Add Itemized Deductions Not Subject to Sec. 68:					
Medical/Dental					
Investment Interest	22.		22.		
Casualty Losses					
Gambling Losses					
Foreign Adjustment					
Total Itemized Deductions	68,587.				
Total Allowed on Schedule A			19,540.		49,047.

127871
05-01-11

Form 1116 **Foreign Tax Credit Carryover Statement (Page 1 of 2)**

NAME

SIMON BERNSTEIN 371-32-5211

Foreign Income Category PASSIVE INCOME

Regular	2006	2007	2008	2009	2010	2011
1. Foreign tax paid/accrued						2.
2. FTC carryback to 2011 for amended returns						
3. Reduction allocated to excluded income						
4. Foreign tax available						2.
5. Maximum credit allowable						0.
6. Unused foreign tax (+) or excess of limit (-)					<516.>	2.
7. Foreign tax carryback					2.	2.
8. Foreign tax carryforward						
9. Less treaty adjustment						
10. Foreign tax or excess limit remaining					<514.>	
Total foreign taxes from all available years to be carried to next year						

	2001	2002	2003	2004	2005
1. Foreign tax paid/accrued					
2. FTC carryback to 2011 for amended returns					
3. Reduction allocated to excluded income					
4. Foreign tax available					
5. Maximum credit allowable					
6. Unused foreign tax (+) or excess of limit (-)					
7. Foreign tax carryback					
8. Foreign tax carryforward					
9. Less treaty adjustment					
10. Foreign tax or excess limit remaining					

Form 1116 **Foreign Tax Credit Carryover Statement (Page 2 of 2)**

NAME

SIMON BERNSTEIN 371-32-5211

Foreign Income Category PASSIVE INCOME

AMT		2006	2007	2008	2009	2010	2011
1.	Foreign tax paid/accrued						2.
2.	FTC carryback to 2011 for amended returns						
3.	Reduction allocated to excluded income						
4.	Foreign tax available						2.
5.	Maximum credit allowable						0.
6.	Unused foreign tax (+) or excess of limit (-)					124.	2.
7.	Foreign tax carryback						
8.	Foreign tax carryforward						
9.	Less treaty adjustment						
10.	Foreign tax or excess limit remaining					124.	2.
	Total foreign taxes from all available years to be carried to next year						126.

		2001	2002	2003	2004	2005
1.	Foreign tax paid/accrued					
2.	FTC carryback to 2011 for amended returns					
3.	Reduction allocated to excluded income					
4.	Foreign tax available					
5.	Maximum credit allowable					
6.	Unused foreign tax (+) or excess of limit (-)					
7.	Foreign tax carryback					
8.	Foreign tax carryforward					
9.	Less treaty adjustment					
10.	Foreign tax or excess limit remaining					

SIMON BERNSTEIN 371-32-5211

FORM 1040 PENSIONS AND ANNUITIES STATEMENT 1

JOHN HANCOCK LIFE INS CO

AMOUNT RECEIVED THIS YEAR	3,599.	
NONTAXABLE AMOUNT		
CAPITAL GAIN DISTRIBUTION REPORTED ON SCH D		
		3,599.
TOTAL INCLUDED IN FORM 1040, LINE 16B		3,599.

SIMON BERNSTEIN 371-32-5211

FORM 1040 SOCIAL SECURITY BENEFITS WORKSHEET STATEMENT 2

CHECK ONLY ONE BOX:
X A. SINGLE, HEAD OF HOUSEHOLD, OR QUALIFYING WIDOW(ER)
B. MARRIED FILING JOINTLY
C. MARRIED FILING SEPARATELY AND LIVED WITH YOUR SPOUSE AT ANY TIME DURING 2011
D. MARRIED FILING SEPARATELY AND LIVED APART FROM YOUR SPOUSE FOR ALL OF 2011

1.	ENTER THE TOTAL AMOUNT FROM BOX 5 OF ALL YOUR FORMS SSA-1099 AND RRB-1099. ALSO, ENTER THIS AMOUNT ON FORM 1040, LINE 20A.	24,368.
	IF YOU CHECKED BOX B: TAXPAYER AMOUNT . . SPOUSE AMOUNT . . .	
2.	ENTER ONE HALF OF LINE 1	12,184.
3.	ADD THE AMOUNTS ON FORM 1040, LINE 7, 8B, 9A, 10 THRU 14, 15B, 16B, 17 THRU 19, 21 AND SCHEDULE B, LINE 2. DO NOT INCLUDE ANY AMOUNTS FROM BOX 5 OF FORMS SSA-1099 OR RRB-1099	74,490.
4.	ENTER THE AMOUNT OF ANY EXCLUSIONS FROM FOREIGN EARNED INCOME, FOREIGN HOUSING, INCOME FROM U.S. POSSESSIONS, OR INCOME FROM PUERTO RICO BY BONA FIDE RESIDENTS OF PUERTO RICO THAT YOU CLAIMED	
5.	ADD LINES 2, 3, AND 4.	86,674.
6.	ADD THE AMOUNTS ON FORM 1040, LINES 23 THROUGH LINE 32, AND ANY WRITE-IN ADJUSTMENTS YOU ENTERED ON THE DOTTED LINE NEXT TO LINE 36.	0.
7.	SUBTRACT LINE 6 FROM LINE 5	86,674.
8.	ENTER: $25,000 IF YOU CHECKED BOX A OR D, OR $32,000 IF YOU CHECKED BOX B, OR $-0- IF YOU CHECKED BOX C.	25,000.
9.	IS THE AMOUNT ON LINE 8 LESS THAN THE AMOUNT ON LINE 7? [ ] NO. STOP. NONE OF YOUR SOCIAL SECURITY BENEFITS ARE TAXABLE. ENTER -0- ON FORM 1040, LINE 20B. IF YOU ARE MARRIED FILING SEPARATELY AND YOU LIVED APART FROM YOUR SPOUSE FOR ALL OF 2011, BE SURE YOU ENTERED 'D' TO THE RIGHT OF THE WORD "BENEFITS" ON LINE 20A.	
	[X] YES. SUBTRACT LINE 8 FROM LINE 7	61,674.
10.	ENTER $9,000 IF YOU CHECKED BOX A OR D, $12,000 IF YOU CHECKED BOX B $-0- IF YOU CHECKED BOX C	9,000.
11.	SUBTRACT LINE 10 FROM LINE 9. IF ZERO OR LESS, ENTER -0-.	52,674.
12.	ENTER THE SMALLER OF LINE 9 OR LINE 10	9,000.
13.	ENTER ONE HALF OF LINE 12.	4,500.
14.	ENTER THE SMALLER OF LINE 2 OR LINE 13	4,500.
15.	MULTIPLY LINE 11 BY 85% (.85). IF LINE 11 IS ZERO, ENTER -0-	44,773.
16.	ADD LINES 14 AND 15.	49,273.
17.	MULTIPLY LINE 1 BY 85% (.85)	20,713.
18.	TAXABLE BENEFITS. ENTER THE SMALLER OF LINE 16 OR LINE 17 * ALSO ENTER THIS AMOUNT ON FORM 1040, LINE 20B	20,713.

FORM 1040 TAX-EXEMPT INTEREST STATEMENT 3

NAME OF PAYER	AMOUNT
TAX EXEMPT INTEREST	17,018.
FROM K-1 - BERNSTEIN FAMILY INVESTMENTS LLLP	8,509.
FROM K-1 - BERNSTEIN HOLDINGS LLC	83.
FROM K-1 - ELIOT BERNSTEIN FAMILY TRUST	2.
FROM K-1 - ELIOT BERNSTEIN FAMILY TRUST	2.
FROM K-1 - JILL IANTONI FAMILY TRUST	1.
FROM K-1 - JILL IANTONI FAMILY TRUST	1.
FROM K-1 - LISA S FRIEDSTEIN FAMILY TRUST	2.
FROM K-1 - LISA S FRIEDSTEIN FAMILY TRUST	2.
TOTAL TO FORM 1040, LINE 8B	25,620.

FORM 1040 QUALIFIED DIVIDENDS STATEMENT 4

NAME OF PAYER	ORDINARY DIVIDENDS	QUALIFIED DIVIDENDS
FROM K-1 - BERNSTEIN FAMILY INVESTMENTS LLLP	18,152.	13,155.
FROM K-1 - BERNSTEIN HOLDINGS LLC	184.	129.
FROM K-1 - ELIOT BERNSTEIN FAMILY TRUST	3.	3.
FROM K-1 - JILL IANTONI FAMILY TRUST	4.	2.
FROM K-1 - LISA S FRIEDSTEIN FAMILY TRUST	4.	3.
TOTAL INCLUDED IN FORM 1040, LINE 9B		13,292.

FORM 1040 FEDERAL INCOME TAX WITHHELD STATEMENT 5

T S -	DESCRIPTION	AMOUNT
T	JOHN HANCOCK LIFE INS CO	360.
	TOTAL TO FORM 1040, LINE 62	360.

SCHEDULE A MISCELLANEOUS DEDUCTIONS SUBJECT TO FLOOR STATEMENT 6

DESCRIPTION	AMOUNT
FROM K-1 - BERNSTEIN FAMILY INVESTMENTS LLLP	354.
FROM K-1 - BERNSTEIN HOLDINGS LLC	3.
FROM K-1 - TT/ SIMON L BERNSTEIN IRREV TR	5,375.
TOTAL TO SCHEDULE A, LINE 23	5,732.

SCHEDULE A POINTS NOT REPORTED ON FORM 1098 STATEMENT 7

DESCRIPTION	DATE RE-FINANCED	TOTAL POINTS	AMORT. PERIOD /MOS.	AMORTIZATION THIS YEAR
WELLS FARGO	01/01/01	26,759.	180	1,784.
TOTAL TO SCHEDULE A, LINE 12				1,784.

SCHEDULE A CASH CONTRIBUTIONS STATEMENT 8

DESCRIPTION	AMOUNT 50% LIMIT	AMOUNT 30% LIMIT
FROM K-1 - LIC HOLDINGS INC	862.	
SUBTOTALS	862.	
TOTAL TO SCHEDULE A, LINE 16		862.

SCHEDULE A INVESTMENT INTEREST STATEMENT 9

DESCRIPTION	AMOUNT
FROM K-1 - BERNSTEIN FAMILY INVESTMENTS LLLP	22.
TOTAL TO SCHEDULE A, LINE 14	22.

SIMON BERNSTEIN 371-32-5211

SCHEDULE A MEDICAL AND DENTAL EXPENSES STATEMENT 10

DESCRIPTION	AMOUNT
MEDICARE PREMIUMS WITHHELD	4,724.
TOTAL TO SCHEDULE A, LINE 1	4,724.

SCHEDULE A GENERAL SALES TAX DEDUCTION WORKSHEET STATEMENT 11

1	ENTER YOUR STATE GENERAL SALES TAXES FROM THE APPLICABLE TABLE. FLORIDA IF, FOR ALL OF 2011, YOU LIVED ONLY IN CONNECTICUT, THE DISTRICT OF COLUMBIA, INDIANA, KENTUCKY, MAINE, MARYLAND, MASSACHUSETTS, MICHIGAN, NEW JERSEY, RHODE ISLAND, OR WEST VIRGINIA, SKIP LINES 2 THROUGH 5, ENTER -0- ON LINE 6, AND GO TO LINE 7. OTHERWISE, GO TO LINE 2.		856.
2	DID YOU LIVE IN ALASKA, ARIZONA, ARKANSAS, CALIFORNIA (LOS ANGELES COUNTY ONLY), COLORADO, GEORGIA, ILLINOIS, LOUISIANA, MISSOURI, NEW YORK STATE, NORTH CAROLINA, SOUTH CAROLINA, TENNESSEE, UTAH, OR VIRGINIA IN 2011? IF NO, ENTER -0-. IF YES, ENTER YOUR LOCAL GENERAL SALES TAXES FROM THE APPLICABLE TABLE.	0.	
3	DID YOUR LOCALITY IMPOSE A LOCAL GENERAL SALES TAX IN 2011? RESIDENTS OF CALIFORNIA AND NEVADA SEE INSTRUCTIONS. IF NO, SKIP LINES 3 THROUGH 5, ENTER -0- ON LINE 6 AND GO TO LINE 7. IF YES, ENTER YOUR LOCAL GENERAL SALES TAX RATE, BUT OMIT PERCENTAGES. BOCA RATON		
4	DID YOU ENTER -0- ON LINE 2 ABOVE? IF NO, SKIP LINES 4 AND 5 AND GO TO LINE 6. IF YES, ENTER YOUR STATE GENERAL SALES TAX RATE, BUT OMIT PERCENTAGES.	6.0000	
5	DIVIDE LINE 3 BY LINE 4. ENTER THE RESULT AS A DECIMAL (ROUNDED TO AT LEAST THREE PLACES).	.0000	
6	DID YOU ENTER -0- ON LINE 2 ABOVE? IF NO, MULTIPLY LINE 2 BY LINE 3. IF YES, MULTIPLY LINE 1 BY LINE 5.		0.
6A	ADD LINE 1 AND LINE 6.		856.
6B	PART-YEAR DAYS RATE.		1.000000
6C	MULTIPLY LINE 6A BY LINE 6B.		856.
7	ENTER YOUR GENERAL SALES TAXES PAID ON SPECIFIED ITEMS, IF ANY.		
8	DEDUCTION FOR GENERAL SALES TAXES. ADD LINES 6C AND 7. ENTER THE RESULT HERE AND ON SCHEDULE A, LINE 5 AND CHECK BOX "B" ON THAT LINE.		856.

SCHEDULE B TAX-EXEMPT INTEREST STATEMENT 12

NAME OF PAYER	AMOUNT
FROM K-1 - ELIOT BERNSTEIN FAMILY TRUST	2.
FROM K-1 - JILL IANTONI FAMILY TRUST	1.
FROM K-1 - LISA S FRIEDSTEIN FAMILY TRUST	2.
TOTAL TAX-EXEMPT INTEREST TO SCHEDULE B, LINE 1	5.

SCHEDULE D NET LONG-TERM GAIN OR LOSS FROM FORMS 4797, 2439, 6252, 4684, 6781 AND 8824 STATEMENT 13

DESCRIPTION OF PROPERTY	GAIN OR LOSS	28% GAIN
FORM 4797	10.	
TOTAL TO SCHEDULE D, PART II, LINE 11	10.	

SCHEDULE D NET SHORT-TERM GAIN OR LOSS FROM PARTNERSHIPS, S CORPORATIONS, AND FIDUCIARIES STATEMENT 14

DESCRIPTION OF ACTIVITY	GAIN OR LOSS
BERNSTEIN FAMILY INVESTMENTS LLLP	<1,134.>
BERNSTEIN HOLDINGS LLC	<11.>
ELIOT BERNSTEIN FAMILY TRUST	<1.>
JILL IANTONI FAMILY TRUST	<1.>
TOTAL TO SCHEDULE D, PART I, LINE 5	<1,147.>

SCHEDULE D NET LONG-TERM GAIN OR LOSS FROM PARTNERSHIPS, S CORPORATIONS, AND FIDUCIARIES STATEMENT 15

DESCRIPTION OF ACTIVITY	GAIN OR LOSS	28% GAIN
BERNSTEIN FAMILY INVESTMENTS LLLP	20,425.	
BERNSTEIN HOLDINGS LLC	200.	
ELIOT BERNSTEIN FAMILY TRUST	4.	
JILL IANTONI FAMILY TRUST	4.	
LISA S FRIEDSTEIN FAMILY TRUST	4.	
TOTAL TO SCHEDULE D, PART II, LINE 12	20,637.	

SIMON BERNSTEIN 371-32-5211

SCHEDULE D CAPITAL LOSS CARRYOVER STATEMENT 16

1.	ENTER THE AMOUNT FROM FORM 1040, LINE 41	996.
2.	ENTER THE LOSS FROM SCHEDULE D, LINE 21, AS A POSITIVE AMOUNT.	3,000.
3.	COMBINE LINES 1 AND 2. IF ZERO OR LESS, ENTER -0-	3,996.
4.	ENTER THE SMALLER OF LINE 2 OR LINE 3	3,000.
5.	ENTER THE LOSS FROM SCHEDULE D, LINE 7, AS A POSITIVE AMOUNT	143,495.
6.	ENTER THE GAIN, IF ANY, FROM SCHEDULE D, LINE 15	
7.	ADD LINES 4 AND 6	3,000.
8.	SHORT-TERM CAPITAL LOSS CARRYOVER TO NEXT YEAR. SUBTRACT LINE 7 FROM LINE 5. IF ZERO OR LESS, ENTER -0-	140,495.
9.	ENTER THE LOSS FROM SCHEDULE D, LINE 15, AS A POSITIVE AMOUNT.	101,811.
10.	ENTER THE GAIN, IF ANY, FROM SCHEDULE D, LINE 7	
11.	SUBTRACT LINE 5 FROM LINE 4. IF ZERO OR LESS, ENTER -0-	
12.	ADD LINES 10 AND 11	
13.	LONG-TERM CAPITAL LOSS CARRYOVER TO NEXT YEAR. SUBTRACT LINE 12 FROM LINE 9. IF ZERO OR LESS, ENTER -0-	101,811.

SCHEDULE E INCOME OR (LOSS) FROM PARTNERSHIPS AND S CORPS STATEMENT 17

NAME

EMPLOYER ID NO.	ANY NOT AT RISK	X IF FRN	CODE	PASSIVE LOSS	PASSIVE INCOME	NONPASSIVE LOSS	SEC. 179 DEDUCTION	NONPASSIVE INCOME
			P			0.		
LIC HOLDINGS INC								
20-5290314			S			28,552.		
BERNSTEIN FAMILY INVESTMENTS LLLP								
26-2124343			P	10.				
BERNSTEIN FAMILY INVESTMENTS LLLP								
26-2124343			P	0.				
BERNSTEIN HOLDINGS LLC								
32-0234597			P	0.				
BERNSTEIN HOLDINGS LLC								
32-0234597			P	0.				
TOTALS TO SCH. E, LN. 29				10.		28,552.		

SIMON BERNSTEIN 371-32-5211

SCHEDULE E INCOME OR (LOSS) FROM ESTATES AND TRUSTS STATEMENT 18

NAME	EMPLOYER ID NO.	PASSIVE LOSS	PASSIVE INCOME	NONPASSIVE LOSS	NONPASSIVE INCOME
TT/ SIMON L BERNSTEIN IRREV TR	51-6600239	0.			
ELIOT BERNSTEIN FAMILY TRUST	65-6477114	0.			
ELIOT BERNSTEIN FAMILY TRUST	65-6477114	0.			
JILL IANTONI FAMILY TRUST	65-6477115	0.			
JILL IANTONI FAMILY TRUST	65-6477115	0.			
LISA S FRIEDSTEIN FAMILY TRUST	65-6477116	0.			
LISA S FRIEDSTEIN FAMILY TRUST	65-6477116	0.			
TOTALS TO SCHEDULE E, LINE 34		0.			

SIMON BERNSTEIN 371-32-5211

FORM 1116 SUMMARY OF FOREIGN TAXES PAID OR ACCRUED STATEMENT 19

PASSIVE INCOME

NAME OF COUNTRY IMPOSING TAX

DATE PAID	DATE ACCRUED	AMT/FOREIGN CURRENCY	AMOUNT IN U.S. DOLLARS DIVIDENDS	RENT/ROYALTY	INTEREST	OTHER
OTHER COUNTRIES		0.				1.
VARIOUS						
VARIOUS		0.				1.
						2.

TOTAL TO FORM 1116, PART II, LINE 8 2.

PRIOR YEAR TAXES PAID IN THE CURRENT YEAR:

	FOREIGN AMT	CONV. RATE	U.S. AMT
2010			
2009			
2008			
2007			
2006			
TOTAL PRIOR YEAR TAXES PAID IN THE CURRENT YEAR			

FORM 6251 PASSIVE ACTIVITIES STATEMENT 20

NAME OF ACTIVITY	FORM	NET INCOME (LOSS) AMT	REGULAR	ADJUSTMENT
BERNSTEIN FAMILY INVESTMENTS LLLP	FORM 4797	10.	10.	
BERNSTEIN FAMILY INVESTMENTS LLLP	SCH E	<10.>	<10.>	
TOTAL TO FORM 6251, LINE 19				

FORM 1116 ALTERNATIVE MINIMUM TAX FOREIGN TAX CREDIT CARRYOVER/CARRYBACK STATEMENT 21

PASSIVE INCOME

YEAR OF CREDIT	TOTAL FOREIGN TAXES PAID	FOREIGN TAX CR CLAIMED	BALANCE AVAILABLE
2010 ALT. MIN. TAX CREDIT	124.	0.	124.
2009 ALT. MIN. TAX CREDIT	222.	0.	0.
2008 ALT. MIN. TAX CREDIT	886.	886.	0.
2007 ALT. MIN. TAX CREDIT	911.	911.	0.
2006 ALT. MIN. TAX CREDIT	1,006.	1,006.	0.
2005 ALT. MIN. TAX CREDIT	105.	105.	0.
2004 ALT. MIN. TAX CREDIT	273.	0.	0.
2003 ALT. MIN. TAX CREDIT	40.	40.	0.
2002 ALT. MIN. TAX CREDIT	0.	0.	0.
2001 ALT. MIN. TAX CREDIT	0.	0.	0.
FOREIGN TAX CR CARRYBACK TO 2011			0.
TOTAL TO FORM 1116 (AMT), PART III, LINE 10			124.

FORM 4952 INVESTMENT INTEREST EXPENSE STATEMENT 22

DESCRIPTION	CURRENT	CARRYOVER
FROM K-1 - BERNSTEIN FAMILY INVESTMENTS LLLP	22.	
TOTALS TO FORM 4952, LINES 1 AND 2	22.	

FORM 4952 INCOME FROM PROPERTY HELD FOR INVESTMENT STATEMENT 23

DESCRIPTION	AMOUNT
INTEREST INCOME	58,450.
DIVIDEND INCOME	18,347.
BERNSTEIN FAMILY INVESTMENTS LLLP - ROYALTY	36.
TOTAL TO FORM 4952, LINE 4A	76,833.

FORM 4952 INVESTMENT EXPENSES STATEMENT 24

DESCRIPTION	AMOUNT
SCHEDULE A DEDUCTIONS	4,340.
TOTAL TO FORM 4952, LINE 5	4,340.

FORM 4952 INVESTMENT INTEREST EXPENSE DEDUCTION SUMMARY STATEMENT 25

NAME	FORM OR SCHEDULE	INVESTMENT INTEREST EXPENSE	INVESTMENT INTEREST EXPENSE C/O	DISALLOWED INVESTMENT INTEREST EXPENSE	ALLOWED INVESTMENT INTEREST EXPENSE
FROM K-1 - BERNSTEIN F	SCH A	22.	0.	0.	22.
TOTALS		22.	0.	0.	22.

FORM 4952AMT INVESTMENT INTEREST EXPENSE STATEMENT 26

DESCRIPTION	CURRENT	CARRYOVER
FROM K-1 - BERNSTEIN FAMILY INVESTMENTS LLLP	22.	
TOTALS TO FORM 4952AMT, LINES 1 AND 2	22.	

FORM 8582 OTHER PASSIVE ACTIVITIES - WORKSHEET 3 STATEMENT 27

NAME OF ACTIVITY	CURRENT YEAR NET INCOME	CURRENT YEAR NET LOSS	PRIOR YEAR UNALLOWED LOSS	OVERALL GAIN OR LOSS GAIN	OVERALL GAIN OR LOSS LOSS
BERNSTEIN FAMILY INVESTMENTS LLLP	11.	<1,601.>	<6,064.>		<7,654.>
BERNSTEIN FAMILY INVESTMENTS LLLP	0.	0.	<6,064.>		<6,064.>
BERNSTEIN HOLDINGS LLC	0.	<16.>	<52.>		<68.>
BERNSTEIN HOLDINGS LLC	0.	0.	<57.>		<57.>
JILL IANTONI FAMILY TRUST	0.	0.	<9.>		<9.>
TOTALS	11.	<1,617.>	<12,246.>		<13,852.>

SIMON BERNSTEIN 371-32-5211

FORM 8582 ALLOCATION OF UNALLOWED LOSSES - WORKSHEET 5 STATEMENT 28

NAME OF ACTIVITY	FORM OR SCHEDULE	LOSS	RATIO	UNALLOWED LOSS
BERNSTEIN FAMILY INVESTMENTS LLLP	SCH E	7,654.	.552555588	7,654.
BERNSTEIN FAMILY INVESTMENTS LLLP	SCH E	6,064.	.437770719	6,064.
BERNSTEIN HOLDINGS LLC	SCH E	68.	.004909038	68.
BERNSTEIN HOLDINGS LLC	SCH E	57.	.004114929	57.
JILL IANTONI FAMILY TRUST	FORM 4797	9.	.000649726	9.
TOTALS		13,852.	1.000000000	13,852.

FORM 8582 ALLOWED LOSSES - WORKSHEET 6 STATEMENT 29

NAME OF ACTIVITY	FORM OR SCHEDULE	LOSS	UNALLOWED LOSS	ALLOWED LOSS
BERNSTEIN HOLDINGS LLC	SCH E	68.	68.	
BERNSTEIN HOLDINGS LLC	SCH E	57.	57.	
JILL IANTONI FAMILY TRUST	FORM 4797	9.	9.	
TOTALS		134.	134.	

FORM 8582 ACTIVITIES WITH LOSSES REPORTED ON 2 OR MORE DIFFERENT FORMS OR SCHEDULES - WORKSHEET 7 STATEMENT 30

GROUP NO.	NAME	FORM OR SCHEDULE NET LOSS	FORM OR SCHEDULE NET GAIN	OVERALL LOSS	RATIO	UNALLOWED LOSS	ALLOWED LOSS
1	BERNSTEIN FAMILY INVESTMENTS	1.	11.				
1	BERNSTEIN FAMILY INVESTMENTS	7,664.		7,664.	1.000000000	7,654.	10.
				7,664.	1.000000000	7,654.	10.
2	BERNSTEIN FAMILY INVESTMENTS	1.		1.	.000164908	1.	
2	BERNSTEIN FAMILY INVESTMENTS	6,063.		6,063.	.999835092	6,063.	
				6,064.	1.000000000	6,064.	

SIMON BERNSTEIN 371-32-5211

FORM 8582 SUMMARY OF PASSIVE ACTIVITIES STATEMENT 31

R R E A - NAME	FORM OR SCHEDULE	GAIN/LOSS	PRIOR YEAR C/O	NET GAIN/LOSS	UNALLOWED LOSS	ALLOWED LOSS
BERNSTEIN FAMILY INVESTMENTS LLLP	FORM 4797	11.	<1.>	10.		
BERNSTEIN FAMILY INVESTMENTS LLLP	SCH E	<1,601.>	<6,063.>	<7,664.>	7,654.	10.
BERNSTEIN FAMILY INVESTMENTS LLLP	FORM 4797	0.	<1.>	<1.>	1.	
BERNSTEIN FAMILY INVESTMENTS LLLP	SCH E	0.	<6,063.>	<6,063.>	6,063.	
BERNSTEIN HOLDINGS LLC	SCH E	<16.>	<52.>	<68.>	68.	
BERNSTEIN HOLDINGS LLC	SCH E	0.	<57.>	<57.>	57.	
JILL IANTONI FAMILY TRUST	FORM 4797	0.	<9.>	<9.>	9.	
TOTALS		<1,606.>	<12,246.>	<13,852.>	13,852.	10.
PRIOR YEAR CARRYOVERS ALLOWED DUE TO CURRENT YEAR NET ACTIVITY INCOME						1.
TOTAL TO FORM 8582, LINE 16						11.

FORM 8582-CR OTHER PASSIVE ACTIVITY CREDITS WORKSHEET 4 STATEMENT 32

NAME OF ACTIVITY	FROM FORM	CURRENT YEAR CREDITS	PRIOR YEAR UNALLOWED CREDITS	TOTAL CREDITS
BERNSTEIN FAMILY INVESTMENTS LLLP	CARRYOVER		1.	1.
	CARRYOVER		4.	4.
BERNSTEIN FAMILY INVESTMENTS LLLP	CARRYOVER		1.	1.
TOTALS			6.	6.

FORM 8582-CR ALLOCATION OF UNALLOWED CREDITS - WORKSHEET 8 STATEMENT 33

NAME OF ACTIVITY	FORM REPORTED ON	CREDITS	RATIO	UNALLOWED CREDITS
BERNSTEIN FAMILY INVESTMENTS LLLP	FORM 3800, LINE 33	1.	.166666667	1.
	FORM 3800, LINE 33	4.	.666666667	4.
BERNSTEIN FAMILY INVESTMENTS LLLP	FORM 3800, LINE 33	1.	.166666666	1.
TOTALS		6.	1.000000000	6.

FORM 8582-CR ALLOWED CREDITS - WORKSHEET 9 STATEMENT 34

NAME OF ACTIVITY	FORM REPORTED ON	CREDITS	UNALLOWED CREDITS	ALLOWED CREDITS
BERNSTEIN FAMILY INVESTMENTS LLLP	FORM 3800, LINE 33	1.	1.	0.
	FORM 3800, LINE 33	4.	4.	0.
BERNSTEIN FAMILY INVESTMENTS LLLP	FORM 3800, LINE 33	1.	1.	0.
TOTALS		6.	6.	0.

FORM 8582 ALTERNATIVE MINIMUM TAX STATEMENT 35
OTHER PASSIVE ACTIVITIES - WORKSHEET 3

NAME OF ACTIVITY	CURRENT YEAR NET INCOME	CURRENT YEAR NET LOSS	PRIOR YEAR UNALLOWED LOSS	OVERALL GAIN OR LOSS GAIN	OVERALL GAIN OR LOSS LOSS
BERNSTEIN FAMILY INVESTMENTS LLLP	11.	<307.>	<4,855.>		<5,151.>
BERNSTEIN FAMILY INVESTMENTS LLLP	0.	0.	<4,853.>		<4,853.>
BERNSTEIN HOLDINGS LLC	0.	<3.>	<42.>		<45.>
BERNSTEIN HOLDINGS LLC	0.	0.	<35.>		<35.>
TOTALS	11.	<310.>	<9,785.>		<10,084.>

SIMON BERNSTEIN 371-32-5211

FORM 8582 ALTERNATIVE MINIMUM TAX STATEMENT 36
ALLOCATION OF UNALLOWED LOSSES - WORKSHEET 5

NAME OF ACTIVITY	FORM OR SCHEDULE	LOSS	RATIO	UNALLOWED LOSS
BERNSTEIN FAMILY INVESTMENTS LLLP	SCH E	5,151.	.510809203	5,151.
BERNSTEIN FAMILY INVESTMENTS LLLP	SCH E	4,853.	.481257438	4,853.
BERNSTEIN HOLDINGS LLC	SCH E	45.	.004462515	45.
BERNSTEIN HOLDINGS LLC	SCH E	35.	.003470844	35.
TOTALS		10,084.	1.000000000	10,084.

FORM 8582 ALTERNATIVE MINIMUM TAX STATEMENT 37
ALLOWED LOSSES - WORKSHEET 6

NAME OF ACTIVITY	FORM OR SCHEDULE	LOSS	UNALLOWED LOSS	ALLOWED LOSS
BERNSTEIN HOLDINGS LLC	SCH E	45.	45.	
BERNSTEIN HOLDINGS LLC	SCH E	35.	35.	
TOTALS		80.	80.	

FORM 8582 ALTERNATIVE MINIMUM TAX STATEMENT 38
ACTIVITIES WITH LOSSES REPORTED ON 2 OR MORE DIFFERENT FORMS OR SCHEDULES - WORKSHEET 7

GROUP NO.	NAME	FORM OR SCHEDULE NET LOSS	FORM OR SCHEDULE NET GAIN	OVERALL LOSS	RATIO	UNALLOWED LOSS	ALLOWED LOSS
1	BERNSTEIN FAMILY INVESTMENTS	1.	11.				
1	BERNSTEIN FAMILY INVESTMENTS	5,161.		5,161.	1.000000000	5,151.	10.
				5,161.	1.000000000	5,151.	10.
2	BERNSTEIN FAMILY INVESTMENTS	1.		1.	.000206058	1.	

SIMON BERNSTEIN 371-32-5211

2	BERNSTEIN FAMILY INVESTMENTS	4,852.	4,852.	.999793942	4,852.	
			4,853.	1.000000000	4,853.	

FORM 8582AMT SUMMARY OF PASSIVE ACTIVITIES - AMT STATEMENT 39

R R E A -	NAME	FORM OR SCHEDULE	GAIN/LOSS	PRIOR YEAR C/O	NET GAIN/LOSS	UNALLOWED LOSS	ALLOWED LOSS
	BERNSTEIN FAMILY INVESTMENTS LLLP	FORM 4797	11.	<1.>	10.		
	BERNSTEIN FAMILY INVESTMENTS LLLP	SCH E	<307.>	<4,854.>	<5,161.>	5,151.	10.
	BERNSTEIN FAMILY INVESTMENTS LLLP	FORM 4797	0.	<1.>	<1.>	1.	
	BERNSTEIN FAMILY INVESTMENTS LLLP	SCH E	0.	<4,852.>	<4,852.>	4,852.	
	BERNSTEIN HOLDINGS LLC	SCH E	<3.>	<42.>	<45.>	45.	
	BERNSTEIN HOLDINGS LLC	SCH E	0.	<35.>	<35.>	35.	
	TOTALS		<299.>	<9,785.>	<10,084.>	10,084.	10.
	PRIOR YEAR CARRYOVERS ALLOWED DUE TO CURRENT YEAR NET ACTIVITY INCOME						1.
	TOTAL TO FORM 8582AMT, LINE 16						11.

FORM 1116 U.S. AND FOREIGN SOURCE INCOME SUMMARY STATEMENT 40
FOREIGN PARTNERSHIP/S-CORPORATION INCOME

DESCRIPTION	AMOUNT
BERNSTEIN HOLDINGS LLC	18.
BERNSTEIN FAMILY INVESTMENTS LLLP	243.
TOTAL FOREIGN PARTNERSHIP/S-CORPORATION INCOME	261.

SIMON BERNSTEIN 371-32-5211

FORM 1116 U.S. AND FOREIGN SOURCE INCOME SUMMARY STATEMENT 41
FOREIGN TRUST/ESTATE INCOME

DESCRIPTION	AMOUNT
JILL IANTONI FAMILY TRUST	1.
TOTAL FOREIGN TRUST/ESTATE INCOME	1.

FORM 1116 U.S. AND FOREIGN SOURCE INCOME SUMMARY STATEMENT 42
TOTAL PARTNERSHIP/S-CORPORATION INCOME/LOSS

DESCRIPTION	INCOME	LOSS
LIC HOLDINGS INC		<28,552.>
BERNSTEIN FAMILY INVESTMENTS LLLP		<10.>
TOTAL PARTNERSHIP/S-CORPORATION INCOME/LOSS		<28,562.>

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SIMON L. BERNSTEIN, Deceased.

PROBATE DIVISION

File No. 502012CP004391 XXXXSB

IZ

2012 OCT -2 AM 9:31
SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CTY BRANCH-FILED

LETTERS OF ADMINISTRATION

TO ALL WHOM IT MAY CONCERN

WHEREAS, Simon L. Bernstein, a resident of Palm Beach County, died on September 13, 2012, owning assets in the State of Florida, and

WHEREAS, Robert L. Spallina and Donald R. Tescher have been appointed as co-Personal Representatives of the Estate of the decedent and has performed all acts prerequisite to issuance of Letters of Administration in the estate,

NOW, THEREFORE, I, the undersigned Circuit Judge, declare Robert L. Spallina and Donald R. Tescher as duly qualified under the laws of the State of Florida to act as co-Personal Representatives of the Estate of Simon L. Bernstein, deceased, with full power to administer the estate according to law; to ask, demand, sue for, recover and receive the property of the decedent; to pay the debts of the decedent as far as the assets of the estate will permit and the law directs; and to make distribution of the estate according to law.

DONE and ORDERED in Chambers at Delray, Palm Beach County, Florida, on this 2 day of Oct, 2012.

Estate must be closed 12 months from the date of order

Circuit Judge

STATE OF FLORIDA • PALM BEACH COUNTY
I hereby certify that the foregoing is a true copy as recorded in my office and the same is in full force and effect.
THIS 2 DAY OF Oct, 2012
SHARON R. BOCK
CLERK & COMPTROLLER
By DEPUTY CLERK

Bar Form No. P-3.0420
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Text Revised October 1, 1998

CSI MANAGEMENT SERVICES

ARAGON CONDOMINIUM ASSOCIATION
2494 SOUTH OCEAN BLVD
BOCA RATON, FL 33432

ARAGON

Invoice as of 6/30/2012

RE: 2494 S. Ocean Blvd # C5

SIMON BERNSTEIN
7020 LIONS HEAD LANE
BOCA RATON FL 33496

Account #:	ACA000C5
Lot/Unit #:	C5
Bill Period:	3rd QUARTER 2012
Payment Due:	07/01/2012
Amount Due:	**$11,764.10**

Date	Description	Charges	Credits	Balance
	3rd QUARTER 2012			
	ASSESSMENT	$9,014.45		$9,014.45
	Decorating S/A	$647.22		$9,661.67
	CABLE FEES	$204.96		$9,866.63
	RESERVES	$749.82		$10,616.45
	ASSESSMENT LCA	$1,147.65		$11,764.10
Current Balance:				**$11,764.10**

Please detach the coupon at the bottom of the page and include it with your payment.

Should you have any questions please feel free to contact the accounting office at 954-308-4300 or ar@csimsi.com.

Thank you.

+ 2nd quarter $23,528.20

Make Checks Payable to: **ARAGON CONDOMINIUM ASSOCIATION**

Tear Along Perforation

RE: 2494 S. Ocean Blvd # C5

SIMON BERNSTEIN
7020 LIONS HEAD LANE
BOCA RATON FL 33496

Account #:	ACA000C5
Lot/Unit #:	C5
Bill Period:	3rd QUARTER 2012
Payment Due:	07/01/2012
Amount Due:	**$11,764.10**

ARAGON CONDOMINIUM ASSOCIATION
c/o Popular Community Bank
PO BOX 521056
Miami, FL 33152

will pay rest on 7/1

Paid $11,764.10 on 6/26

BCSI 00000ACA ACA000C5 00000000 07012012117641011764107

VOID IF ALTERED

Mail Lien Satisfaction to: Dept of Highway Safety and Motor Vehicles, Neil Kirkman Building, Tallahassee, FL 32399-0500

Identification Number	Year	Make	Body	WT-L-BHP	Vessel Regis. No.	Title Number
KNDJT2A50D7497193	2013	KIA	4D	2560		109695632

Registered Owner:

SIMON L BERNSTEIN
7020 LIONS HEAD LN
BOCA RATON FL 33496-5931

Date of Issue 08/30/2012

Lien Release
Interest in the described vehicle is hereby released
By_____
Title_____
Date_____

IMPORTANT INFORMATION

1. When ownership of the vehicle described herein is transferred, the seller MUST complete in full the Transfer of Title by Seller section at the bottom of the certificate of title.
2. Upon sale of this vehicle, the seller must complete the notice of sale on the reverse side of this form.
3. Remove your license plate from the vehicle.
4. See the web address below for more information and the appropriate forms required for the purchaser to title and register the vehicle, mobile home or vessel: http://www.hsmv.state.fl.us/html/titlinf.html

Mail To:

SIMON L BERNSTEIN
7020 LIONS HEAD LN
BOCA RATON FL 33496-5931

VOID IF ALTERED

LIEN SATISFACTION

CERTIFICATE OF TITLE

Identification Number	Year	Make	Body	WT-L-BHP	Vessel Regis No	Title Number
KNDJT2A50D7497193	2013	KIA	4D	2560		109695632

Prev State	Color	Primary Brand	Secondary Brand	No of Brands	Use	Prev Issue Date
N	SIL/SIL				PRIVATE	

Odometer Status or Vessel Manufacturer or OH use	Hull Material	Prop	Date of Issue
325 MILES 08/24/2012 ACTUAL			08/30/2012

Lien Release
Interest in the described vehicle is hereby released
By_____
Title_____
Date_____

Registered Owner:

SIMON L BERNSTEIN
7020 LIONS HEAD LN
BOCA RATON FL 33496-5931

1st Lienholder

NONE

DIVISION OF MOTORIST SERVICES TALLAHASSEE FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

Clayton Boyd Walden
Director

Control Number 108063188

Julie L. Jones
Executive Director

TRANSFER OF TITLE BY SELLER (This section must be completed at the time of sale.)

Federal and/or state law require that the seller state the mileage, purchaser's name, selling price and date sold in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

This title is warranted to be free from any liens except as noted on the face of the certificate and the motor vehicle or vessel described is hereby transferred to:

Seller Must Enter Purchaser's Name: _____ Address: _____

Seller Must Enter Selling Price: _____ Seller Must Enter Date Sold: _____

I/We state that this [ ] 5 or [ ] 6 digit odometer now reads |_|_|_|_|_|_| X | (no tenths) miles, date read _____ and I hereby certify that to the best of my knowledge the odometer reading:

[ ] 1. reflects ACTUAL MILEAGE [ ] 2. is IN EXCESS OF ITS MECHANICAL LIMITS. [ ] 3. is NOT THE ACTUAL MILEAGE.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

SELLER Must Sign Here: _____ CO-SELLER Must Sign Here: _____

Print Here: _____ Print Here: _____

Selling Dealer's License Number: _____ Tax No: _____ Tax Collected: _____

Auction Name: _____ License Number: _____

PURCHASER Must Sign Here: _____ CO-PURCHASER Must Sign Here: _____

Print Here: _____ Print Here: _____

NOTICE: PENALTY IS REQUIRED BY LAW IF NOT SUBMITTED FOR TRANSFER WITHIN 30 DAYS AFTER DATE OF PURCHASE

HSMV 82250 (REV. 04/08) STATE OF FLORIDA

VOID IF ALTERED

TS005246

Robert Spallina

From: Prindle, Christopher R [christopher.r.prindle@jpmorgan.com]
Sent: Tuesday, April 09, 2013 7:14 PM
To: 'tbernstein@lifeinsuranceconcepts.com'; 'mrsflorida02@hotmail.com'
Cc: Robert Spallina; Jarvis, Joey
Subject: Re: Aragon Condo Fee's

Have requested the transfer. Thanks.

From: Ted Bernstein [mailto:tbernstein@lifeinsuranceconcepts.com]
Sent: Tuesday, April 09, 2013 04:58 PM Eastern Standard Time
To: 'Deborah Bernstein' <mrsflorida02@hotmail.com>
Cc: ROBERT SPALLINA (rspallina@tescherspallina.com) <rspallina@tescherspallina.com>; Prindle, Christopher R
Subject: RE: Aragon Condo Fee's

Thank you Deborah.

Chris > I think we should probably transfer $10,000 more into Shirley's account so we will have sufficient funds for closing and other costs for St. Andrews expenses.

Thanks.

From: Deborah Bernstein [mailto:mrsflorida02@hotmail.com]
Sent: Tuesday, April 09, 2013 4:50 PM
To: Ted Bernstein
Subject: Aragon Condo Fee's
Importance: High

I spoke with Mark Diaz in the Aragon Condo office. He has confirmed the current balance **$37,423.84** owed to date. This charge includes the 4th quarter of 2012 and January (1st quarter) April(2nd quarter) 2013.

Thank you.

Deborah Bernstein - Author

Stylish Stella
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, FL33487
Tel: 561.988.8984
Toll Free: 800-448-0035
Fax: 561.988.0833
Email: Deborah@StylishStella.com

www.StylishStella.com

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Account Title	Post Date	Description	Credit($)	Debit($)	Notes
SHIRLEY BERNSTEIN	04/10/2013	WAC ORIG CO NAME:FPL DIRECT DEBIT EED:410 IND ID:6220 TELV IND NAME:SIMON BERNSTEIN		57.87	
SHIRLEY BERNSTEIN	04/10/2013	WAC ORIG CO NAME:FPL DIRECT DEBIT EED:410 IND ID:4323 TELV IND NAME:SIMON BERNSTEIN		411.15	
SHIRLEY BERNSTEIN	04/04/2013	CHECK TRAN DATE:20130404 POSTING DATE:20130404 CHECK NUMBER:142		676.00	
SHIRLEY BERNSTEIN	03/25/2013	CHECK TRAN DATE:20130325 POSTING DATE:20130325 CHECK NUMBER:140		900.00	
SHIRLEY BERNSTEIN	03/22/2013	CHECK TRAN DATE:20130322 POSTING DATE:20130322 CHECK NUMBER:141		713.96	
SHIRLEY BERNSTEIN	03/14/2013	CHECK TRAN DATE:20130314 POSTING DATE:20130314 CHECK NUMBER:139		773.95	
SHIRLEY BERNSTEIN	03/14/2013	FPL DIRECT DEBIT ELEC PYMT 6220 TELV TEL ID: 7775		177.15	
SHIRLEY BERNSTEIN	03/14/2013	FPL DIRECT DEBIT ELEC PYMT 4323 TELV TEL ID: 7775		2,109.64	
SHIRLEY BERNSTEIN	03/07/2013	CHECK TRAN DATE:20130307 POSTING DATE:20130307 CHECK NUMBER:138		664.67	
SHIRLEY BERNSTEIN	03/04/2013	CHECK TRAN DATE:20130304 POSTING DATE:20130304 CHECK NUMBER:135		82.95	
SHIRLEY BERNSTEIN	03/01/2013	OVERDRAFT INTEREST CHARGE 02 01 - 28,2013 BALANCE ON WHICH INTEREST IS COMPUTED: $1,209 EFFECTIVE RATE: 07.24% TRN: 70XO		6.81	
SHIRLEY BERNSTEIN	03/01/2013	CHECK TRAN DATE:20130301 POSTING DATE:20130301 CHECK NUMBER:136		3,070.41	
SHIRLEY BERNSTEIN	02/28/2013	CHECK TRAN DATE:20130228 POSTING DATE:20130228 CHECK NUMBER:137		762.29	
SHIRLEY BERNSTEIN	02/28/2013	CHECK # 134 FPL PAYMENT CTR BILL PYMT ARC ID: 5576		472.46	
SHIRLEY BERNSTEIN	02/21/2013	CHECK TRAN DATE:20130221 POSTING DATE:20130221 CHECK NUMBER:133		575.00	
SHIRLEY BERNSTEIN	02/20/2013	CHECK TRAN DATE:20130220 POSTING DATE:20130220 CHECK NUMBER:132		21,382.13	St. Andrews Club, #1504
SHIRLEY BERNSTEIN	02/20/2013	CHECK TRAN DATE:20130220 POSTING DATE:20130220 CHECK NUMBER:130		600.00	
SHIRLEY BERNSTEIN	02/19/2013	CHECK TRAN DATE:20130219 POSTING DATE:20130219 CHECK NUMBER:131		423.00	
SHIRLEY BERNSTEIN	02/08/2013	CHECK TRAN DATE:20130208 POSTING DATE:20130208 CHECK NUMBER:129		1,575.00	

TS005249

Account Title	Post Date	Description	Credit($)	Debit($)	Notes
SHIRLEY BERNSTEIN	02/05/2013	FUNDS TRANSFERRED FROM ASSET AC# W5000 TO DDA AC# 8117 AS REQUESTED	50,000.00		
SHIRLEY BERNSTEIN	02/05/2013	CHECK TRAN DATE:20130205 POSTING DATE:20130205 CHECK NUMBER:127		110.00	
SHIRLEY BERNSTEIN	02/05/2013	CHECK TRAN DATE:20130205 POSTING DATE:20130205 CHECK NUMBER:125		38.00	
SHIRLEY BERNSTEIN	02/04/2013	CHECK TRAN DATE:20130204 POSTING DATE:20130204 CHECK NUMBER:128		1,429.90	
SHIRLEY BERNSTEIN	02/01/2013	OVERDRAFT INTEREST CHARGE 01 01 - 31,2013 BALANCE ON WHICH INTEREST IS COMPUTED: $1,618 EFFECTIVE RATE: 07.24% TRN: 03XO		10.09	
SHIRLEY BERNSTEIN	01/31/2013	CHECK TRAN DATE:20130131 POSTING DATE:20130131 CHECK NUMBER:126		1,085.00	
SHIRLEY BERNSTEIN	01/25/2013	CHECK TRAN DATE:20130125 POSTING DATE:20130125 CHECK NUMBER:124		10,234.13	Remainder Property Tax
SHIRLEY BERNSTEIN	01/24/2013	FPL DIRECT DEBIT ELEC PYMT 6220 TELV TEL ID: 7775		79.26	
SHIRLEY BERNSTEIN	01/24/2013	FPL DIRECT DEBIT ELEC PYMT 4323 TELV TEL ID: 7775		471.73	
SHIRLEY BERNSTEIN	01/18/2013	CHECK TRAN DATE:20130118 POSTING DATE:20130118 CHECK NUMBER:122		423.00	
SHIRLEY BERNSTEIN	01/17/2013	CHECK TRAN DATE:20130117 POSTING DATE:20130117 CHECK NUMBER:123		30,000.00	Taxes for Si Properties
SHIRLEY BERNSTEIN	01/08/2013	CHECK TRAN DATE:20130108 POSTING DATE:20130108 CHECK NUMBER:121		255.00	
SHIRLEY BERNSTEIN	01/04/2013	CHECK TRAN DATE:20130104 POSTING DATE:20130104 CHECK NUMBER:119		700.00	
SHIRLEY BERNSTEIN	01/04/2013	FPL DIRECT DEBIT ELEC PYMT 6220 TELV TEL ID: 7775		122.71	
SHIRLEY BERNSTEIN	12/27/2012	FPL DIRECT DEBIT ELEC PYMT 4323 TELV TEL ID: 7775		449.36	
SHIRLEY BERNSTEIN	12/27/2012	PBC WATER UTILI WATER BILL 4908 PPD ID: 0785		418.17	
SHIRLEY BERNSTEIN	12/26/2012	CHECK TRAN DATE:20121226 POSTING DATE:20121226 CHECK NUMBER:116		8,237.60	
SHIRLEY BERNSTEIN	12/26/2012	CHECK TRAN DATE:20121226 POSTING DATE:20121226 CHECK NUMBER:117		595.05	
SHIRLEY BERNSTEIN	12/26/2012	CHECK TRAN DATE:20121226 POSTING DATE:20121226 CHECK NUMBER:120		671.26	

Account Title	Post Date	Description	Credit($)	Debit($)	Notes
SHIRLEY BERNSTEIN	12/26/2012	CHECK TRAN DATE:20121226 POSTING DATE:20121226 CHECK NUMBER:114		2,855.80	
SHIRLEY BERNSTEIN	12/14/2012	CHECK TRAN DATE:20121214 POSTING DATE:20121214 CHECK NUMBER:113		272.00	
SHIRLEY BERNSTEIN	12/12/2012	CHECK TRAN DATE:20121212 POSTING DATE:20121212 CHECK NUMBER:110		11,764.10	Aragon Condo Assoc
SHIRLEY BERNSTEIN	12/11/2012	CHECK TRAN DATE:20121211 POSTING DATE:20121211 CHECK NUMBER:112		550.00	
SHIRLEY BERNSTEIN	11/30/2012	CHECK TRAN DATE:20121130 POSTING DATE:20121130 CHECK NUMBER:109		275.00	
SHIRLEY BERNSTEIN	11/30/2012	FPL DIRECT DEBIT ELEC PYMT 6220 TELV TEL ID: 7775		697.16	
SHIRLEY BERNSTEIN	11/30/2012	FPL DIRECT DEBIT ELEC PYMT 4323 TELV TEL ID: 7775		1,920.59	
SHIRLEY BERNSTEIN	11/29/2012	CHECK TRAN DATE:20121129 POSTING DATE:20121129 CHECK NUMBER:108		320.00	
SHIRLEY BERNSTEIN	11/16/2012	CHECK TRAN DATE:20121116 POSTING DATE:20121116 CHECK NUMBER:107		1,172.50	
SHIRLEY BERNSTEIN	11/08/2012	CHECK TRAN DATE:20121108 POSTING DATE:20121108 CHECK NUMBER:106		1,382.91	
SHIRLEY BERNSTEIN	11/08/2012	CHECK TRAN DATE:20121108 POSTING DATE:20121108 CHECK NUMBER:105		13,221.00	US Treasury, 2011 Form 1041
SHIRLEY BERNSTEIN	11/02/2012	FUNDS TRANSFERRED FROM PRN A/C# W5000 TO DDA A/C# 8117 AS REQUESTED	39,000.00		
SHIRLEY BERNSTEIN	11/01/2012	CHECK TRAN DATE:20121101 POSTING DATE:20121101 CHECK NUMBER:104		735.00	
SHIRLEY BERNSTEIN	11/01/2012	CHECK TRAN DATE:20121101 POSTING DATE:20121101 CHECK NUMBER:102		5,502.16	
SHIRLEY BERNSTEIN	11/01/2012	CHECK TRAN DATE:20121101 POSTING DATE:20121101 CHECK NUMBER:103		690.00	
SHIRLEY BERNSTEIN	10/30/2012	CHECK TRAN DATE:20121030 POSTING DATE:20121030 CHECK NUMBER:101		11,996.75	
SHIRLEY BERNSTEIN	10/23/2012	FUNDS TRANSFERRED FROM PRN A/C# A0007 TO DDA A/C# 8117 AS REQUESTED	60,000.00		
			149,000.00	**144,119.67**	

*Source: Workstation data as of April 9, 2013

TS005251

Robert Spallina

From: Robert Spallina
Sent: Tuesday, April 16, 2013 10:43 AM
To: Ted Bernstein
Cc: Donald Tescher
Subject: RE: Simon Bernstein Irrv Trust v Heritage Union

Ted – I'm done with this matter. I have bent over backwards for YOU to try to keep things in order out of respect for your father and mother but your family has gotten to the point of completely dysfunctional and I do not need the aggravation in my life. Handle the insurance matter as you please (or as your in-laws please which seems to be the case). I cannot and will not help people that do not want to help themselves. Don is a much more patient man than I so he may continue to assist you but I will not. Sorry.

From: Adam Simon [mailto:asimon21@att.net]
Sent: Tuesday, April 16, 2013 10:31 AM
To: Robert Spallina
Subject: Re: Simon Bernstein Irrv Trust v Heritage Union

That will get you absolutely nowhere SIR.

I will speak to Ted and never to you AGAIN in my life!!

From: Robert Spallina <rspallina@tescherspallina.com>
To: adam simon <asimon21@att.net>
Cc: Ted Bernstein <tbernstein@lifeinsuranceconcepts.com>; David (Scooter) Simon <dsimon@stpcorp.com>; Donald Tescher <dtescher@tescherspallina.com>
Sent: Tuesday, April 16, 2013 9:28 AM
Subject: RE: Simon Bernstein Irrv Trust v Heritage Union

Because we are not underhanded disrespectful assholes! You're not really asking that question are you? Please forward me a copy of the withdrawal of your complaint. This is absurd already!

From: adam simon [mailto:asimon21@att.net]
Sent: Tuesday, April 16, 2013 10:26 AM
To: Robert Spallina
Cc: Ted Bernstein; David (Scooter) Simon; Donald Tescher
Subject: Re: Simon Bernstein Irrv Trust v Heritage Union

Mr. Spallina: the reason we filed in Illinois was to make sure this matter got started somewhere. If we dismiss we have no assurance that the matter will be promptly filed in Florida.

Please explain what prevents Heritage or you from filing in Florida before we dismiss our action in Illinois?

Thank you.

Adam Simon

Sent from my iPhone

On Apr 15, 2013, at 10:53 AM, "Robert Spallina" <rspallina@tescherspallina.com> wrote:

Please advise timing as we have not received a response on the below email.

From: Robert Spallina
Sent: Friday, April 12, 2013 11:22 AM
To: 'Adam Simon'
Cc: 'Welling, Scott'; 'Ted Bernstein'; David (Scooter) Simon; Donald Tescher
Subject: RE: Simon Bernstein Irrv Trust v Heritage Union

Mr. Simon - I have spoken to Scott Welling at Jackson (who is copied on this email) and he will interplead here in South Palm Beach County which was the path he and I have been on since we discovered the defect in the ownership change. He is in the process of speaking to counsel here in Palm Beach County. As discussed Monday, please withdraw the pleading filed in Cook County and provide notice of same to all the parties on this email. He cannot file his inter-pleader with this matter pending in Cook County. Thank you

Robert L. Spallina, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
E-mail: rspallina@tescherspallina.com

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From: Robert Spallina
Sent: Monday, April 08, 2013 1:59 PM
To: 'Adam Simon'
Cc: 'Welling, Scott'; 'Ted Bernstein'; Donald Tescher
Subject: RE: Simon Bernstein Irrv Trust v Heritage Union

Mr. Simon - we would like an explanation as well. Our client, Ted Bernstein (and the alleged successor trustee of the subject trust), never had a conversation with us that his family would be taking it upon themselves to attempt to collect the proceeds from the carrier through his brother-in-law's firm. We have represented this trust from the date of Mr. Bernstein's death. Is our client even aware that this was filed? He did not sign the pleading. Please advise.

Robert L. Spallina, Esq.
TESCHER & SPALLINA, P.A.
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Boca Raton, Florida 33431
Telephone: 561-997-7008
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From: Welling, Scott [mailto:scott.welling@jackson.com]
Sent: Monday, April 08, 2013 12:47 PM
To: 'Adam Simon'; Robert Spallina
Subject: RE: Simon Bernstein Irrv Trust v Heritage Union

I have been working with attorney Robert Spallina to try and amicably resolve this matter.

Who do you represent, and why are you suing us? Have you been apprised of attorney Spallina's efforts to help us resolve this matter?

From: Adam Simon [mailto:asimon21@att.net]
Sent: Monday, April 08, 2013 12:15 PM
To: Welling, Scott
Subject: Simon Bernstein Irrv Trust v Heritage Union

Mr. Welling:

Attached please find a complaint in this matter filed in the Circuit Court of Cook County. My client has attempted to reach you but has been unsuccessful. We remain hopeful that this matter can be resolved quickly. If you have any questions and need to speak with me today, please try my cell phone at 312-320-4491. Thank you.

Adam Simon

Robert Spallina

From: Robert Spallina
Sent: Tuesday, April 16, 2013 10:36 AM
To: 'Adam Simon'; David (Scooter) Simon
Cc: Ted Bernstein; Donald Tescher
Subject: RE: Simon Bernstein Irrv Trust v Heritage Union

Problem is that you NEVER did speak with us before you did what you did...shame on you guys!

From: Adam Simon [mailto:asimon21@att.net]
Sent: Tuesday, April 16, 2013 10:31 AM
To: Robert Spallina
Subject: Re: Simon Bernstein Irrv Trust v Heritage Union

That will get you absolutely nowhere SIR.

I will speak to Ted and never to you AGAIN in my life!!

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Adam Simon

CBIZ - Jerry Lewin

Fax No. 561-241-0071

FAX

DATE: Tuesday, April 9, 2013

==========

FROM:
Robert L. Spallina, Esq.
Tescher & Spallina, P.A.
Boca Village Corporate Center I
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
(561) 997-7008/(800) 997-7008
(561) 997-7308 (fax)
E-mail:RSPALLINA@TESCHERSPALLINA.COM
-or- WWW.TESCHERSPALLINA.COM

Reference #: **Power of Attorney and Declaration of Representative**

WE ARE TRANSMITTING 3 PAGE(S), INCLUDING THIS COVER SHEET. IF YOU DO NOT RECEIVE ALL THE PAGES, PLEASE CONTACT US AS SOON AS POSSIBLE.

COMMENTS:

Please see attached proof of insurance together with your letter requesting same.

If you have any questions, please feel free to contact me.

The information contained in this facsimile message is legally privileged and confidential information intended only for the use of the individual or entity named above. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. If you have received this communication in error, please immediately notify us by telephone. Thank you.

Form **2848**
(Rev. March 2012)
Department of the Treasury
Internal Revenue Service

Power of Attorney and Declaration of Representative

▶ Type or print. ▶ See the separate instructions.

OMB No. 1545-0150
For IRS Use Only
Received by:
Name
Telephone
Function
Date / /

Part I **Power of Attorney**

Caution: *A separate Form 2848 should be completed for each taxpayer. Form 2848 will not be honored for any purpose other than representation before the IRS.*

1 **Taxpayer information.** Taxpayer must sign and date this form on page 2, line 7.

Taxpayer name and address	Taxpayer identification number(s)	
Bernstein Family Investments LLLP c/o Robert Spallina, Tescher & Spallina PA 4855 Technology Way, Suite 720, Boca Raton, FL 33431	26-2124343	
	Daytime telephone number 561-997-7008	Plan number (if applicable)

hereby appoints the following representative(s) as attorney(s)-in-fact:

2 **Representative(s)** must sign and date this form on page 2, Part II.

Name and address	
Gerald R. Lewin, CPA CBIZ MHM LLC 1675 N. Military Trail, 5th Floor, Boca Raton, FL 33486	CAF No. 6500-18314R PTIN P01266202 Telephone No. 561-994-5050 Fax No. 561-241-0071
Check if to be sent notices and communications ☐	Check if new: Address ☐ Telephone No. ☐ Fax No. ☐
Name and address	CAF No. PTIN Telephone No. Fax No.
Check if to be sent notices and communications ☐	Check if new: Address ☐ Telephone No. ☐ Fax No. ☐
Name and address	CAF No. PTIN Telephone No. Fax No.
	Check if new: Address ☐ Telephone No. ☐ Fax No. ☐

to represent the taxpayer before the Internal Revenue Service for the following matters:

3 **Matters**

Description of Matter (Income, Employment, Payroll, Excise, Estate, Gift, Whistleblower, Practitioner Discipline, PLR, FOIA, Civil Penalty, etc.) (see instructions for line 3)	Tax Form Number (1040, 941, 720, etc.) (if applicable)	Year(s) or Period(s) (if applicable) (see instructions for line 3)
Employers Quarterly Tax Return	941	9/30/2011
Partnership Tax Return	1065	12/31/2011

4 **Specific use not recorded on Centralized Authorization File (CAF).** If the power of attorney is for a specific use not recorded on CAF, check this box. See the instructions for Line 4. **Specific Uses Not Recorded on CAF** . . . . . ▶ ☐

5 **Acts authorized.** Unless otherwise provided below, the representatives generally are authorized to receive and inspect confidential tax information and to perform any and all acts that I can perform with respect to the tax matters described on line 3, for example, the authority to sign any agreements, consents, or other documents. The representative(s), however, is (are) not authorized to receive or negotiate any amounts paid to the client in connection with this representation (including refunds by either electronic means or paper checks). Additionally, unless the appropriate box(es) below are checked, the representative(s) is (are) not authorized to execute a request for disclosure of tax returns or return information to a third party, substitute another representative or add additional representatives, or sign certain tax returns.

☐ Disclosure to third parties; ☐ Substitute or add representative(s); ☐ Signing a return;

☐ Other acts authorized:

(see instructions for more information)

Exceptions. An unenrolled return preparer cannot sign any document for a taxpayer and may only represent taxpayers in limited situations. An enrolled actuary may only represent taxpayers to the extent provided in section 10.3(d) of Treasury Department Circular No. 230 (Circular 230). An enrolled retirement plan agent may only represent taxpayers to the extent provided in section 10.3(e) of Circular 230. A registered tax return preparer may only represent taxpayers to the extent provided in section 10.3(f) of Circular 230. See the line 5 instructions for restrictions on tax matters partners. In most cases, the student practitioner's (level k) authority is limited (for example, they may only practice under the supervision of another practitioner).

List any specific deletions to the acts otherwise authorized in this power of attorney:

6 **Retention/revocation of prior power(s) of attorney.** The filing of this power of attorney automatically revokes all earlier power(s) of attorney on file with the Internal Revenue Service for the same matters and years or periods covered by this document. If you **do not** want to revoke a prior power of attorney, check here . . . . . ▶ ☐

YOU MUST ATTACH A COPY OF ANY POWER OF ATTORNEY YOU WANT TO REMAIN IN EFFECT.

7 **Signature of taxpayer.** If a tax matter concerns a year in which a joint return was filed, the husband and wife must each file a separate power of attorney even if the same representative(s) is (are) being appointed. If signed by a corporate officer, partner, guardian, tax matters partner, executor, receiver, administrator, or trustee on behalf of the taxpayer, I certify that I have the authority to execute this form on behalf of the taxpayer.

▶ **IF NOT SIGNED AND DATED, THIS POWER OF ATTORNEY WILL BE RETURNED TO THE TAXPAYER.**

Signature	Date	Title (if applicable)
	4/8/13	MANAGER

Print Name	PIN Number	Print name of taxpayer from line 1 if other than individual
	☐☐☐☐☐	BERNSTEIN FAMILY INVESTMENTS, LLP

Part II Declaration of Representative

Under penalties of perjury, I declare that:

- I am not currently under suspension or disbarment from practice before the Internal Revenue Service;
- I am aware of regulations contained in Circular 230 (31 CFR, Part 10), as amended, concerning practice before the Internal Revenue Service;
- I am authorized to represent the taxpayer identified in Part I for the matter(s) specified there; and
- I am one of the following:

a Attorney—a member in good standing of the bar of the highest court of the jurisdiction shown below.

b Certified Public Accountant—duly qualified to practice as a certified public accountant in the jurisdiction shown below.

c Enrolled Agent—enrolled as an agent under the requirements of Circular 230.

d Officer—a bona fide officer of the taxpayer's organization.

e Full-Time Employee—a full-time employee of the taxpayer.

f Family Member—a member of the taxpayer's immediate family (for example, spouse, parent, child, grandparent, grandchild, step-parent, step-child, brother, or sister).

g Enrolled Actuary—enrolled as an actuary by the Joint Board for the Enrollment of Actuaries under 29 U.S.C. 1242 (the authority to practice before the Internal Revenue Service is limited by section 10.3(d) of Circular 230).

h Unenrolled Return Preparer—Your authority to practice before the Internal Revenue Service is limited. You must have been eligible to sign the return under examination and have signed the return. **See Notice 2011-6 and Special rules for registered tax return preparers and unenrolled return preparers in the instructions.**

i Registered Tax Return Preparer—registered as a tax return preparer under the requirements of section 10.4 of Circular 230. Your authority to practice before the Internal Revenue Service is limited. You must have been eligible to sign the return under examination and have signed the return. **See Notice 2011-6 and Special rules for registered tax return preparers and unenrolled return preparers in the instructions.**

k Student Attorney or CPA—receives permission to practice before the IRS by virtue of his/her status as a law, business, or accounting student working in LITC or STCP under section 10.7(d) of Circular 230. See instructions for Part II for additional information and requirements.

r Enrolled Retirement Plan Agent—enrolled as a retirement plan agent under the requirements of Circular 230 (the authority to practice before the Internal Revenue Service is limited by section 10.3(e)).

▶ **IF THIS DECLARATION OF REPRESENTATIVE IS NOT SIGNED AND DATED, THE POWER OF ATTORNEY WILL BE RETURNED. REPRESENTATIVES MUST SIGN IN THE ORDER LISTED IN LINE 2 ABOVE.** See the instructions for Part II.

Note: For designations d-f, enter your title, position, or relationship to the taxpayer in the "Licensing jurisdiction" column. See the instructions for Part II for more information.

Designation—Insert above letter (a–r)	Licensing jurisdiction (state) or other licensing authority (if applicable)	Bar, license, certification, registration, or enrollment number (if applicable). See instructions for Part II for more information.	Signature	Date
b	FL	1956		4/8/13

MEMORY TRANSMISSION REPORT

TIME : APR-09-2013 07:46AM
TEL NUMBER : +5619977308
NAME : TESCHER & SPALLINA

FILE NUMBER	:	511
DATE	:	APR-09 07:44AM
TO	:	15612410071
DOCUMENT PAGES	:	003
START TIME	:	APR-09 07:44AM
END TIME	:	APR-09 07:45AM
SENT PAGES	:	003
STATUS	:	OK

FILE NUMBER : 511 *** SUCCESSFUL TX NOTICE ***

CBIZ - Jerry Lewin

Fax No. 561-241-0071

FAX

DATE: Tuesday, April 9, 2013

FROM:
Robert L. Spallina, Esq.
Tescher & Spallina, P.A.
Boca Village Corporate Center I
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
(561) 997-7008/(800) 997-7008
(561) 997-7308 (fax)
E-mail:RSPALLINA@TESCHERSPALLINA.COM
-or- WWW.TESCHERSPALLINA.COM

Reference #: Power of Attorney and Declaration of Representative

WE ARE TRANSMITTING 3 PAGE(S), INCLUDING THIS COVER SHEET. IF YOU DO NOT RECEIVE ALL THE PAGES, PLEASE CONTACT US AS SOON AS POSSIBLE.

COMMENTS:

Please see attached proof of insurance together with your letter requesting same.

If you have any questions, please feel free to contact me.

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CBIZ MHM, LLC

PLS Fax Back To Jerry

Fax Transmission Cover Page

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- Federal and Multi-State
- International
- Strategic Planning
- IRS Representation
- Not-for-Profit Entities

Personal Finance
- Wealth Accumulation
- Wealth Preservation
- Estate/Retirement Planning
- Mortgage Assistance

Consulting Services
- Mergers and Acquisitions
- Business Organization
- Business Reorganization
- Litigation Consulting
- Forensic Accounting
- Cost Segregation Studies

Business Valuation
- Estate and Gift Taxes
- Family Limited Partnerships
- Shareholder Disputes
- Buy/Sell Agreements
- ESOPs
- Marital Dissolution

Technology
- Accounting Software
- Consulting and Training
- Installation and Support
- Network Installation and Admin
- Hardware Acquisition
- Disaster Recovery
- Remote Access

Eldercare
- Financial Services
- Healthcare Coordination
- Lifestyle Services
- Eldercare Planning

Date: April 8, 2013 Number of pages (including cover): 3

Please telephone (561) 994-5050 if this fax is incomplete or illegible.

TO:

Name: ROBERT SPALLINA

Company: TESCHER & SPALLINA

Telephone: _____ **Fax #: 561-997-7308**

FROM:

Name: JERRY LEWIN

MESSAGE: PLEASE SIGN THE ATTACHED POA AND RETURN TOUS AS SOON AS POSSIBLE. OUR FAX IS 561.241.0071.

THANK YOU.

HARD COPY TO FOLLOW BY U.S. MAIL ☐ YES ☐ NO

IRS Circular 230 Disclosure: to ensure compliance with requirements imposed by the IRS, we inform you that any tax advice contained in this communication, including any attachments, is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding tax-related penalties under the Internal Revenue Code or (ii) promoting, marketing, or recommending to another party any transaction or matter addressed herein.

1675 N Military Trail, Fifth Floor
Boca Raton, FL 33486-4321
Ph: (561) 994-5050
Fax: (561) 241-0071
www.cbiz.com

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Form **433-A**
(Rev. December 2012)
Department of the Treasury
Internal Revenue Service

Collection Information Statement for Wage Earners and Self-Employed Individuals

Wage Earners Complete Sections 1, 2, 3, 4, and 5 including the signature line on page 4. *Answer all questions or write N/A if the question is not applicable.*
Self-Employed Individuals Complete Sections 1, 3, 4, 5, 6 and 7 and the signature line on page 4. *Answer all questions or write N/A if the question is not applicable.*
For Additional Information, refer to Publication 1854, "How To Prepare a Collection Information Statement."
Include attachments if additional space is needed to respond completely to any question.

Name on Internal Revenue Service (IRS) Account	**Social Security Number** *SSN* **on IRS Account**	**Employer Identification Number** *EIN*

Section 1: Personal Information

1a Full Name of Taxpayer and Spouse *(if applicable)*	**1c** Home Phone ( )	**1d** Cell Phone ( )
1b Address *(Street, City, State, ZIP code) (County of Residence)*	**1e** Business Phone ( )	**1f** Business Cell Phone ( )
	2b Name, Age, and Relationship of dependent(s)	

2a Marital Status: ☐ Married ☐ Unmarried *(Single, Divorced, Widowed)*

	Social Security No. *(SSN)*	Date of Birth *(mmddyyyy)*	Driver's License Number and State
3a Taxpayer			
3b Spouse			

Section 2: Employment Information for Wage Earners

If you or your spouse have self-employment income instead of, or in addition to wage income, complete Business Information in Sections 6 and 7.

Taxpayer		**Spouse**	
4a Taxpayer's Employer Name		**5a** Spouse's Employer Name	
4b Address *(Street, City, State, and ZIP code)*		**5b** Address *(Street, City, State, and ZIP code)*	
4c Work Telephone Number ( )	**4d** Does employer allow contact at work ☐ **Yes** ☐ **No**	**5c** Work Telephone Number ( )	**5d** Does employer allow contact at work ☐ **Yes** ☐ **No**
4e How long with this employer *(years)* *(months)*	**4f** Occupation	**5e** How long with this employer *(years)* *(months)*	**5f** Occupation
4g Number of withholding allowances claimed on Form W-4	**4h** Pay Period: ☐ Weekly ☐ Bi-weekly ☐ Monthly ☐ Other	**5g** Number of withholding allowances claimed on Form W-4	**5h** Pay Period: ☐ Weekly ☐ Bi-weekly ☐ Monthly ☐ Other

Section 3: Other Financial Information *(Attach copies of applicable documentation)*

6 **Are you a party to a lawsuit** *(If yes, answer the following)* ☐ **Yes** ☐ **No**

☐ Plaintiff ☐ Defendant	Location of Filing	Represented by	Docket/Case No.
Amount of Suit $	Possible Completion Date *(mmddyyyy)*	Subject of Suit	

7 **Have you ever filed bankruptcy** *(If yes, answer the following)* ☐ **Yes** ☐ **No**

Date Filed *(mmddyyyy)*	Date Dismissed *(mmddyyyy)*	Date Discharged *(mmddyyyy)*	Petition No.	Location Filed

8 **In the past 10 years, have you lived outside of the U.S for 6 months or longer** *(If yes, answer the following)* ☐ **Yes** ☐ **No**

Dates lived abroad: from *(mmddyyyy)*	To *(mmddyyyy)*

9a **Are you the beneficiary of a trust, estate, or life insurance policy** *(If yes, answer the following)* ☐ **Yes** ☐ **No**

Place where recorded:	EIN:

Name of the trust, estate, or policy	Anticipated amount to be received $	When will the amount be received

9b **Are you a trustee, fiduciary, or contributor of a trust** ☐ **Yes** ☐ **No**

Name of the trust:	EIN:

10 **Do you have a safe deposit box (business or personal)** *(If yes, answer the following)* ☐ **Yes** ☐ **No**

Location *(Name, address and box number(s))*	Contents	Value $

11 **In the past 10 years, have you transferred any assets for less than their full value** *(If yes, answer the following)* ☐ **Yes** ☐ **No**

List Asset(s)	Value at Time of Transfer $	Date Transferred *(mmddyyyy)*	To Whom or Where was it Transferred

Section 4: Personal Asset Information for All Individuals

12 CASH ON HAND Include cash that is not in a bank — **Total Cash on Hand** $

PERSONAL BANK ACCOUNTS Include all checking, online and mobile *(e.g., PayPal)* accounts, money market accounts, savings accounts, and stored value cards *(e.g., payroll cards, government benefit cards, etc.)*.

	Type of Account	Full Name & Address *(Street, City, State, ZIP code)* of Bank, Savings & Loan, Credit Union, or Financial Institution	Account Number	**Account Balance** As of _____ *mmddyyyy*
13a				$
13b				$
13c				$

13d Total Cash *(Add lines 13a through 13c, and amounts from any attachments)* $

INVESTMENTS Include stocks, bonds, mutual funds, stock options, certificates of deposit, and retirement assets such as IRAs, Keogh, and 401(k) plans. Include all corporations, partnerships, limited liability companies, or other business entities in which you are an officer, director, owner, member, or otherwise have a financial interest.

	Type of Investment or Financial Interest	Full Name & Address *(Street, City, State, ZIP code)* of Company	Current Value	Loan Balance *(if applicable)* As of _____ *mmddyyyy*	**Equity** Value minus Loan
14a		Phone	$	$	$
14b		Phone	$	$	$
14c		Phone	$	$	$

14d Total Equity *(Add lines 14a through 14c and amounts from any attachments)* $

	AVAILABLE CREDIT Include all lines of credit and bank issued credit cards. Full Name & Address *(Street, City, State, ZIP code)* of Credit Institution	Credit Limit	Amount Owed As of _____ *mmddyyyy*	**Available Credit** As of _____ *mmddyyyy*
15a	Acct. No	$	$	$
15b	Acct. No	$	$	$

15c Total Available Credit *(Add lines 15a, 15b and amounts from any attachments)* $

16a LIFE INSURANCE Do you own or have any interest in any life insurance policies with cash value *(Term Life insurance does not have a cash value)*

☐ **Yes** ☐ **No** If yes, complete blocks 16b through 16f for each policy.

16b	Name and Address of Insurance Company(ies):			
16c	Policy Number(s)			
16d	Owner of Policy			
16e	Current Cash Value	$	$	$
16f	Outstanding Loan Balance	$	$	$

16g Total Available Cash *(Subtract amounts on line 16f from line 16e and include amounts from any attachments)* $

REAL PROPERTY Include all real property owned or being purchased

[redacted]	Purchase Date *(mmddyyyy)*	Current Fair Market Value (FMV)	Current Loan Balance	Amount of Monthly Payment	Date of Final Payment *(mmddyyyy)*	**Equity** FMV Minus Loan
17a Property Description		$	$	$		$
Location *(Street, City, State, ZIP code)* and County		Lender/Contract Holder Name, Address *(Street, City, State, ZIP code)*, and Phone Phone				
17b Property Description		$	$	$		$
Location *(Street, City, State, ZIP code)* and County		Lender/Contract Holder Name, Address *(Street, City, State, ZIP code)*, and Phone Phone				

17c Total Equity *(Add lines 17a, 17b and amounts from any attachments)* $

PERSONAL VEHICLES LEASED AND PURCHASED Include boats, RVs, motorcycles, all-terrain and off-road vehicles, trailers, etc.

Description (Year, Mileage, Make/Model, Tag Number, Vehicle Identification Number)		Purchase/ Lease Date *(mmddyyyy)*	Current Fair Market Value (FMV)	Current Loan Balance	Amount of Monthly Payment	Date of Final Payment *(mmddyyyy)*	**Equity** FMV Minus Loan
18a Year	Make/Model		$	$	$		$
Mileage	License/Tag Number	Lender/Lessor Name, Address *(Street, City, State, ZIP code)*, and Phone					
Vehicle Identification Number		Phone					
18b Year	Make/Model		$	$	$		$
Mileage	License/Tag Number	Lender/Lessor Name, Address *(Street, City, State, ZIP code)*, and Phone					
Vehicle Identification Number		Phone					

18c Total Equity *(Add lines 18a, 18b and amounts from any attachments)* $

PERSONAL ASSETS Include all furniture, personal effects, artwork, jewelry, collections *(coins, guns, etc.)*, antiques or other assets. Include intangible assets such as licenses, domain names, patents, copyrights, mining claims, etc.

[redacted]	Purchase/ Lease Date *(mmddyyyy)*	Current Fair Market Value (FMV)	Current Loan Balance	Amount of Monthly Payment	Date of Final Payment *(mmddyyyy)*	**Equity** FMV Minus Loan
19a Property Description		$	$	$		$
Location *(Street, City, State, ZIP code)* and County		Lender/Lessor Name, Address *(Street, City, State, ZIP code)*, and Phone Phone				
19b Property Description		$	$	$		$
Location *(Street, City, State, ZIP code)* and County		Lender/Lessor Name, Address *(Street, City, State, ZIP code)*, and Phone Phone				

19c Total Equity *(Add lines 19a, 19b and amounts from any attachments)* $

If you are self-employed, sections 6 and 7 must be completed before continuing.

Section 5: Monthly Income and Expenses

Monthly Income/Expense Statement *(For additional information, refer to Publication 1854.)*

Total Income			Total Living Expenses		IRS USE ONLY
Source	Gross Monthly		Expense Items [6]	Actual Monthly	Allowable Expenses
20 Wages (Taxpayer) [1]	$	35	Food, Clothing and Misc. [7]	$	
21 Wages (Spouse) [1]	$	36	Housing and Utilities [8]	$	
22 Interest - Dividends	$	37	Vehicle Ownership Costs [9]	$	
23 Net Business Income [2]	$	38	Vehicle Operating Costs [10]	$	
24 Net Rental Income [3]	$	39	Public Transportation [11]	$	
25 Distributions (K-1, IRA, etc.) [4]	$	40	Health Insurance	$	
26 Pension (Taxpayer)	$	41	Out of Pocket Health Care Costs [12]	$	
27 Pension (Spouse)	$	42	Court Ordered Payments	$	
28 Social Security (Taxpayer)	$	43	Child/Dependent Care	$	
29 Social Security (Spouse)	$	44	Life Insurance	$	
30 Child Support	$	45	Current year taxes (Income/FICA) [13]	$	
31 Alimony	$	46	Secured Debts (Attach list)	$	
Other Income (Specify below) [5]		47	Delinquent State or Local Taxes	$	
32	$	48	Other Expenses (Attach list)	$	
33	$	49	Total Living Expenses (add lines 35-48)	$	
34 Total Income (add lines 20-33)	$	50	Net difference (Line 34 minus 49)	$	

1 **Wages, salaries, pensions, and social security:** Enter gross monthly wages and/or salaries. Do not deduct tax withholding or allotments taken out of pay, such as insurance payments, credit union deductions, car payments, etc. To calculate the gross monthly wages and/or salaries:

If paid weekly - multiply weekly gross wages by 4.3. Example: $425.89 x 4.3 = $1,831.33

If paid biweekly (every 2 weeks) - multiply biweekly gross wages by 2.17. Example: $972.45 x 2.17 = $2,110.22

If paid semimonthly (twice each month) - multiply semimonthly gross wages by 2. Example: $856.23 x 2 = $1,712.46

2 **Net Income from Business:** Enter monthly net business income. This is the amount earned after ordinary and necessary monthly business expenses are paid. **This figure is the amount from page 6, line 89.** If the net business income is a loss, enter "0". Do not enter a negative number. If this amount is more or less than previous years, attach an explanation.

3 **Net Rental Income:** Enter monthly net rental income. This is the amount earned after ordinary and necessary monthly rental expenses are paid. Do not include deductions for depreciation or depletion. If the net rental income is a loss, enter "0." Do not enter a negative number.

4 **Distributions:** Enter the total distributions from partnerships and subchapter S corporations reported on Schedule K-1, and from limited liability companies reported on Form 1040, Schedule C, D or E. Enter total distributions from IRAs if not included under pension income.

5 **Other Income:** Include agricultural subsidies, unemployment compensation, gambling income, oil credits, rent subsidies, etc.

6 **Expenses not generally allowed:** We generally do not allow tuition for private schools, public or private college expenses, charitable contributions, voluntary retirement contributions or payments on unsecured debts. However, we may allow the expenses if proven that they are necessary for the health and welfare of the individual or family or the production of income. See Publication 1854 for exceptions.

7 **Food, Clothing and Miscellaneous:** Total of food, clothing, housekeeping supplies, and personal care products for one month. The miscellaneous allowance is for expenses incurred that are not included in any other allowable living expense items. Examples are credit card payments, bank fees and charges, reading material, and school supplies.

8 **Housing and Utilities:** For principal residence: Total of rent or mortgage payment. Add the average monthly expenses for the following: property taxes, homeowner's or renter's insurance, maintenance, dues, fees, and utilities. Utilities include gas, electricity, water, fuel, oil, other fuels, trash collection, telephone, cell phone, cable television and internet services.

9 **Vehicle Ownership Costs:** Total of monthly lease or purchase/loan payments.

10 **Vehicle Operating Costs:** Total of maintenance, repairs, insurance, fuel, registrations, licenses, inspections, parking, and tolls for one month.

11 **Public Transportation:** Total of monthly fares for mass transit *(e.g., bus, train, ferry, taxi, etc.)*

12 **Out of Pocket Health Care Costs:** Monthly total of medical services, prescription drugs and medical supplies *(e.g., eyeglasses, hearing aids, etc.)*

13 **Current Year Taxes:** Include state and Federal taxes withheld from salary or wages, or paid as estimated taxes.

Certification: *Under penalties of perjury, I declare that to the best of my knowledge and belief this statement of assets, liabilities, and other information is true, correct, and complete.*

Taxpayer's Signature	Spouse's signature	Date

After we review the completed Form 433-A, you may be asked to provide verification for the assets, encumbrances, income and expenses reported. Documentation may include previously filed income tax returns, pay statements, self-employment records, bank and investment statements, loan statements, bills or statements for recurring expenses, etc.

IRS USE ONLY *(Notes)*

Sections 6 and 7 must be completed only if you are SELF-EMPLOYED.

Section 6: Business Information

51 Is the business a sole proprietorship *(filing Schedule C)* ☐ **Yes**, Continue with Sections 6 and 7. ☐ **No**, Complete Form 433-B.
All other business entities, including limited liability companies, partnerships or corporations, must complete Form 433-B.

52 Business Name & Address *(if different than 1b)*

53 Employer Identification Number	54 Type of Business	55 Is the business a Federal Contractor ☐ Yes ☐ No
56 Business Website (web address)	57 Total Number of Employees	58 Average Gross Monthly Payroll
59 Frequency of Tax Deposits	60 Does the business engage in e-Commerce *(Internet sales)* If yes, complete *lines 61a and 61b* ☐ Yes ☐ No	

PAYMENT PROCESSOR *(e.g., PayPal, Authorize.net, Google Checkout, etc.)* Name & Address *(Street, City, State, ZIP code)*	Payment Processor Account Number
61a	
61b	

CREDIT CARDS ACCEPTED BY THE BUSINESS

Credit Card	Merchant Account Number	Issuing Bank Name & Address *(Street, City, State, ZIP code)*
62a		
62b		
62c		

63 **BUSINESS CASH ON HAND** Include cash that is not in a bank. **Total Cash on Hand** $

BUSINESS BANK ACCOUNTS Include checking accounts, online and mobile *(e.g., PayPal)* accounts, money market accounts, savings accounts, and stored value cards *(e.g., payroll cards, government benefit cards, etc.)*. Report Personal Accounts in Section 4.

Type of Account	Full Name & Address *(Street, City, State, ZIP code)* of Bank, Savings & Loan, Credit Union or Financial Institution.	Account Number	**Account Balance** As of _____ *mmddyyyy*
64a			$
64b			$
64c **Total Cash in Banks** *(Add lines 64a, 64b and amounts from any attachments)*			$

ACCOUNTS/NOTES RECEIVABLE Include e-payment accounts receivable and factoring companies, and any bartering or online auction accounts. *(List all contracts separately, including contracts awarded, but not started.)* **Include Federal, state and local government grants and contracts.**

Accounts/Notes Receivable & Address *(Street, City, State, ZIP code)*	Status *(e.g., age, factored, other)*	Date Due *(mmddyyyy)*	Invoice Number or Government Grant or Contract Number	**Amount Due**
65a				$
65b				$
65c				$
65d				$
65e				$
65f **Total Outstanding Balance** *(Add lines 65a through 65e and amounts from any attachments)*				$

BUSINESS ASSETS Include all tools, books, machinery, equipment, inventory or other assets used in trade or business. Include a list and show the value of all intangible assets such as licenses, patents, domain names, copyrights, trademarks, mining claims, etc.

[redacted]	Purchase/ Lease Date *(mmddyyyy)*	Current Fair Market Value (FMV)	Current Loan Balance	Amount of Monthly Payment	Date of Final Payment *(mmddyyyy)*	**Equity** FMV Minus Loan
66a Property Description		$	$	$		$
Location *(Street, City, State, ZIP code)* and Country		Lender/Lessor/Landlord Name, Address *(Street, City, State, ZIP code)*, and Phone				
66b Property Description		$	$	$		$
Location *(Street, City, State, ZIP code)* and Country		Lender/Lessor/Landlord Name, Address *(Street, City, State, ZIP code)*, and Phone				

66c Total Equity *(Add lines 66a, 66b and amounts from any attachments)* $

Section 7 should be completed only if you are SELF-EMPLOYED

Section 7: Sole Proprietorship Information *(lines 67 through 87 should reconcile with business Profit and Loss Statement)*

Accounting Method Used: ☐ Cash ☐ Accrual

Use the prior 3, 6, 9 or 12 month period to determine your typical business income and expenses.

Income and Expenses during the period *(mmddyyyy)* *to (mmddyyyy)*

Provide a breakdown below of your average monthly income and expenses, based on the period of time used above.

Total Monthly Business Income		**Total Monthly Business Expenses** (Use attachments as needed)	
Source	Gross Monthly	Expense Items	Actual Monthly
67 Gross Receipts	$	**77** Materials Purchased [1]	$
68 Gross Rental Income	$	**78** Inventory Purchased [2]	$
69 Interest	$	**79** Gross Wages & Salaries	$
70 Dividends	$	**80** Rent	$
71 Cash Receipts not included in lines 67-70	$	**81** Supplies [3]	$
Other Income (Specify below)		**82** Utilities/Telephone [4]	$
72	$	**83** Vehicle Gasoline/Oil	$
73	$	**84** Repairs & Maintenance	$
74	$	**85** Insurance	$
75	$	**86** Current Taxes [5]	$
76 Total Income (Add lines 67 through 75)	$	**87** Other Expenses, including installment payments (Specify)	$
		88 Total Expenses (Add lines 77 through 87)	$
		89 Net Business Income (Line 76 minus 88) [6]	$

Enter the monthly net income amount from line 89 on line 23, section 5. If line 89 is a loss, enter "0" on line 23, section 5. Self-employed taxpayers must return to page 4 to sign the certification.

1 **Materials Purchased:** Materials are items directly related to the production of a product or service.

2 **Inventory Purchased:** Goods bought for resale.

3 **Supplies:** Supplies are items used in the business that are consumed or used up within one year. This could be the cost of books, office supplies, professional equipment, etc.

4 **Utilities/Telephone:** Utilities include gas, electricity, water, oil, other fuels, trash collection, telephone, cell phone and business internet.

5 **Current Taxes:** Real estate, excise, franchise, occupational, personal property, sales and employer's portion of employment taxes.

6 **Net Business Income:** Net profit from Form 1040, Schedule C may be used if duplicated deductions are eliminated (e.g., expenses for business use of home already included in housing and utility expenses on page 4). Deductions for depreciation and depletion on Schedule C are not cash expenses and must be added back to the net income figure. In addition, interest cannot be deducted if it is already included in any other installment payments allowed.

IRS USE ONLY *(Notes)*

U.S. GPO: 2013-646-467

Form **433-B**
(Rev. December 2012)
Department of the Treasury
Internal Revenue Service

Collection Information Statement for Businesses

Note: *Complete all entry spaces with the current data available or "N/A" (not applicable). Failure to complete all entry spaces may result in rejection of your request or significant delay in account resolution.* **Include attachments if additional space is needed to respond completely to any question.**

Section 1: Business Information

1a Business Name

1b Business Street Address

Mailing Address

City _____ State _____ ZIP _____

1c County

1d Business Telephone ( )

1e Type of Business

1f Business Website (web address)

2a Employer Identification No. (EIN)

2b Type of entity *(Check appropriate box below)*

☐ Partnership ☐ Corporation ☐ Other

☐ Limited Liability Company (LLC) classified as a corporation

☐ Other LLC - Include number of members

2c Date Incorporated/Established *mmddyyyy*

3a Number of Employees

3b Monthly Gross Payroll

3c Frequency of Tax Deposits

3d Is the business enrolled in Electronic Federal Tax Payment System (EFTPS) ☐ **Yes** ☐ **No**

4 Does the business engage in e-Commerce *(Internet sales)* If yes, complete 5a and 5b. ☐ **Yes** ☐ **No**

PAYMENT PROCESSOR *(e.g., PayPal, Authorize.net, Google Checkout, etc.)* Name and Address *(Street, City, State, ZIP code)*	Payment Processor Account Number
5a	
5b	

CREDIT CARDS ACCEPTED BY THE BUSINESS

Type of Credit Card *(e.g., Visa, Mastercard, etc.)*	Merchant Account Number	Issuing Bank Name and Address *(Street, City, State, ZIP code)*
6a		Phone
6b		Phone
6c		Phone

Section 2: Business Personnel and Contacts

PARTNERS, OFFICERS, LLC MEMBERS, MAJOR SHAREHOLDERS, ETC.

7a Full Name
Title
Home Address
City _____ State _____ ZIP _____
Responsible for Depositing Payroll Taxes ☐ **Yes** ☐ **No**

Social Security Number
Home Telephone ( )
Work/Cell Phone ( )
Ownership Percentage & Shares or Interest
Annual Salary/Draw

7b Full Name
Title
Home Address
City _____ State _____ ZIP _____
Responsible for Depositing Payroll Taxes ☐ **Yes** ☐ **No**

Social Security Number
Home Telephone ( )
Work/Cell Phone ( )
Ownership Percentage & Shares or Interest
Annual Salary/Draw

7c Full Name
Title
Home Address
City _____ State _____ ZIP _____
Responsible for Depositing Payroll Taxes ☐ **Yes** ☐ **No**

Social Security Number
Home Telephone ( )
Work/Cell Phone ( )
Ownership Percentage & Shares or Interest
Annual Salary/Draw

7d Full Name
Title
Home Address
City _____ State _____ ZIP _____
Responsible for Depositing Payroll Taxes ☐ **Yes** ☐ **No**

Social Security Number
Home Telephone ( )
Work/Cell Phone ( )
Ownership Percentage & Shares or Interest
Annual Salary/Draw

Section 3: Other Financial Information *(Attach copies of all applicable documents)*

8 Does the business use a Payroll Service Provider or Reporting Agent *(If yes, answer the following)* ☐ Yes ☐ No

Name and Address *(Street, City, State, ZIP code)*	Effective dates *(mmddyyyy)*

9 Is the business a party to a lawsuit *(If yes, answer the following)* ☐ Yes ☐ No

☐ Plaintiff ☐ Defendant	Location of Filing	Represented by	Docket/Case No.
Amount of Suit $	Possible Completion Date *(mmddyyyy)*	Subject of Suit	

10 Has the business ever filed bankruptcy *(If yes, answer the following)* ☐ Yes ☐ No

Date Filed *(mmddyyyy)*	Date Dismissed *(mmddyyyy)*	Date Discharged *(mmddyyyy)*	Petition No.	District of Filing

11 Do any related parties *(e.g., officers, partners, employees)* have outstanding amounts owed to the business *(If yes, answer the following)* ☐ Yes ☐ No

Name and Address *(Street, City, State, ZIP code)*	Date of Loan	Current Balance As of _____ *mmddyyyy* $	Payment Date	Payment Amount $

12 Have any assets been transferred, in the last 10 years, from this business for less than full value *(If yes, answer the following)* ☐ Yes ☐ No

List Asset	Value at Time of Transfer $	Date Transferred *(mmddyyyy)*	To Whom or Where Transferred

13 Does this business have other business affiliations *(e.g., subsidiary or parent companies)* *(If yes, answer the following)* ☐ Yes ☐ No

Related Business Name and Address *(Street, City, State, ZIP code)*	Related Business EIN:

14 Any increase/decrease in income anticipated *(If yes, answer the following)* ☐ Yes ☐ No

Explain *(Use attachment if needed)*	How much will it increase/decrease $	When will it increase/decrease

15 Is the business a Federal Government Contractor *(Include Federal Government contracts in #18, Accounts/Notes Receivable)* ☐ Yes ☐ No

Section 4: Business Asset and Liability Information

16a CASH ON HAND *Include cash that is not in the bank* **Total Cash on Hand** $

16b Is there a safe on the business premises ☐ Yes ☐ No Contents

BUSINESS BANK ACOUNTS Include online and mobile accounts *(e.g., PayPal)*, money market accounts, savings accounts, checking accounts and stored value cards *(e.g., payroll cards, government benefit cards, etc.)*
List safe deposit boxes including location, box number and value of contents. Attach list of contents.

	Type of Account	Full Name and Address *(Street, City, State, ZIP code)* of Bank, Savings & Loan, Credit Union or Financial Institution	Account Number	Account Balance As of _____ *mmddyyyy*
17a				$
17b				$
17c				$

17d Total Cash in Banks *(Add lines 17a through 17c and amounts from any attachments)* $

ACCOUNTS/NOTES RECEIVABLE Include e-payment accounts receivable and factoring companies, and any bartering or online auction accounts. *(List all contracts separately including contracts awarded, but not started).* ***Include Federal, state and local government grants and contracts.***

Name & Address *(Street, City, State, ZIP code)*	Status *(e.g., age, factored, other)*	Date Due *(mmddyyy)*	Invoice Number or Government Grant or Contract Number	**Amount Due**
18a Contact Name Phone				$
18b Contact Name Phone				$
18c Contact Name Phone				$
18d Contact Name Phone				$
18e Contact Name Phone				$
18f Outstanding Balance *(Add lines 18a through 18e and amounts from any attachments)*				$

INVESTMENTS List all investment assets below. Include stocks, bonds, mutual funds, stock options, certificates of deposit and commodities *(e.g., gold, silver, copper, etc.).*

Name of Company & Address *(Street, City, State, ZIP code)*	Used as collateral on loan	Current Value	Loan Balance	**Equity** Value Minus Loan
19a Phone	☐ **Yes** ☐ **No**	$	$	$
19b Phone	☐ **Yes** ☐ **No**	$	$	$
19c Total Investments *(Add lines 19a, 19b, and amounts from any attachments)*				$

AVAILABLE CREDIT Include all lines of credit and credit cards.

Full Name & Address *(Street, City, State, ZIP code)*	Credit Limit	Amount Owed As of _____ *mmddyyyy*	**Available Credit** As of _____ *mmddyyyy*
20a Account No.	$	$	$
20b Account No.	$	$	$
20c Total Credit Available *(Add lines 20a, 20b, and amounts from any attachments)*			$

REAL PROPERTY Include all real property and land contracts the business owns/leases/rents.

	Purchase/ Lease Date *(mmddyyyy)*	Current Fair Market Value (FMV)	Current Loan Balance	Amount of Monthly Payment	Date of Final Payment *(mmddyyyy)*	**Equity** FMV Minus Loan
21a Property Description		$	$	$		$
Location *(Street, City, State, ZIP code)* and County		Lender/Lessor/Landlord Name, Address, *(Street, City, State, ZIP code)* and Phone Phone				
21b Property Description		$	$	$		$
Location *(Street, City, State, ZIP code)* and County		Lender/Lessor/Landlord Name, Address, *(Street, City, State, ZIP code)* and Phone Phone				
21c Property Description		$	$	$		$
Location *(Street, City, State, ZIP code)* and County		Lender/Lessor/Landlord Name, Address, *(Street, City, State, ZIP code)* and Phone Phone				
21d Property Description		$	$	$		$
Location *(Street, City, State, ZIP code)* and County		Lender/Lessor/Landlord Name, Address, *(Street, City, State, ZIP code)* and Phone Phone				

21e Total Equity *(Add lines 21a through 21d and amounts from any attachments)* $

VEHICLES, LEASED AND PURCHASED Include boats, RVs, motorcycles, all-terrain and off-road vehicles, trailers, mobile homes, etc.

		Purchase/ Lease Date *(mmddyyyy)*	Current Fair Market Value (FMV)	Current Loan Balance	Amount of Monthly Payment	Date of Final Payment *(mmddyyyy)*	**Equity** FMV Minus Loan
22a Year	Make/Model		$	$	$		$
Mileage	License/Tag Number	Lender/Lessor Name, Address, *(Street, City, State, ZIP code)* and Phone					
Vehicle Identification Number (VIN)		Phone					
22b Year	Make/Model		$	$	$		$
Mileage	License/Tag Number	Lender/Lessor Name, Address, *(Street, City, State, ZIP code)* and Phone					
Vehicle Identification Number (VIN)		Phone					
22c Year	Make/Model		$	$	$		$
Mileage	License/Tag Number	Lender/Lessor Name, Address, *(Street, City, State, ZIP code)* and Phone					
Vehicle Identification Number (VIN)		Phone					
22d Year	Make/Model		$	$	$		$
Mileage	License/Tag Number	Lender/Lessor Name, Address, *(Street, City, State, ZIP code)* and Phone					
Vehicle Identification Number (VIN)		Phone					

22e Total Equity *(Add lines 22a through 22d and amounts from any attachments)* $

BUSINESS EQUIPMENT AND INTANGIBLE ASSETS Include all machinery, equipment, merchandise inventory, and other assets in 23a through 23d. List intangible assets in 23e through 23g *(licenses, patents, logos, domain names, trademarks, copyrights, software, mining claims, goodwill and trade secrets.)*

[redacted]	Purchase/ Lease Date *(mmddyyyy)*	Current Fair Market Value (FMV)	Current Loan Balance	Amount of Monthly Payment	Date of Final Payment *(mmddyyyy)*	**Equity** FMV Minus Loan
23a Asset Description		$	$	$		$
Location of asset *(Street, City, State, ZIP code)* and County			Lender/Lessor Name, Address, *(Street, City, State, ZIP code)* and Phone Phone			
23b Asset Description		$	$	$		$
Location of asset *(Street, City, State, ZIP code)* and County			Lender/Lessor Name, Address, *(Street, City, State, ZIP code)* and Phone Phone			
23c Asset Description		$	$	$		$
Location of asset *(Street, City, State, ZIP code)* and County			Lender/Lessor Name, Address, *(Street, City, State, ZIP code)* and Phone Phone			
23d Asset Description		$	$	$		$
Location of asset *(Street, City, State, ZIP code)* and County			Lender/Lessor Name, Address, *(Street, City, State, ZIP code)* and Phone Phone			
23e Intangible Asset Description						$
23f Intangible Asset Description						$
23g Intangible Asset Description						$
23h **Total Equity** *(Add lines 23a through 23g and amounts from any attachments)*						$

BUSINESS LIABILITIES Include notes and judgements not listed previously on this form.

Business Liabilities	Secured/ Unsecured	Date Pledged *(mmddyyyy)*	Balance Owed	Date of Final Payment *(mmddyyyy)*	Payment Amount
24a Description:	☐ Secured ☐ Unsecured		$		$
Name Street Address City/State/ZIP code			Phone		
24b Description:	☐ Secured ☐ Unsecured		$		$
Name Street Address City/State/ZIP code			Phone		
24c **Total Payments** *(Add lines 24a and 24b and amounts from any attachments)*					$

Section 5: Monthly Income/Expenses Statement for Business

Accounting Method Used: ☐ Cash ☐ Accrual

Use the prior 3, 6, 9 or 12 month period to determine your typical business income and expenses.

Income and Expenses during the period *(mmddyyyy)* *to (mmddyyyy)*

Provide a breakdown below of your average monthly income and expenses, based on the period of time used above.

Total Monthly Business Income		Total Monthly Business Expenses	
Income Source	Gross Monthly	Expense items	Actual Monthly
25 Gross Receipts from Sales/Services	$	36 Materials Purchased [1]	$
26 Gross Rental Income	$	37 Inventory Purchased [2]	$
27 Interest Income	$	38 Gross Wages & Salaries	$
28 Dividends	$	39 Rent	$
29 Cash Receipts (Not included in lines 25-28)	$	40 Supplies [3]	$
Other Income (Specify below)		41 Utilities/Telephone [4]	$
30	$	42 Vehicle Gasoline/Oil	$
31	$	43 Repairs & Maintenance	$
32	$	44 Insurance	$
33	$	45 Current Taxes [5]	$
34	$	46 Other Expenses (Specify)	$
35 **Total Income** (Add lines 25 through 34)	$	47 IRS Use Only-Allowable Installment Payments	$
		48 **Total Expenses** (Add lines 36 through 47)	$
		49 **Net Income** (Line 35 minus Line 48)	$

1 **Materials Purchased:** Materials are items directly related to the production of a product or service.

2 **Inventory Purchased:** Goods bought for resale.

3 **Supplies:** Supplies are items used to conduct business and are consumed or used up within one year. This could be the cost of books, office supplies, professional equipment, etc.

4 **Utilities/Telephone:** Utilities include gas, electricity, water, oil, other fuels, trash collection, telephone, cell phone and business internet.

5 **Current Taxes:** Real estate, state, and local income tax, excise, franchise, occupational, personal property, sales and the employer's portion of employment taxes.

Certification: *Under penalties of perjury, I declare that to the best of my knowledge and belief this statement of assets, liabilities, and other information is true, correct, and complete.*

Signature	Title	Date

Print Name of Officer, Partner or LLC Member

After we review the completed Form 433-B, you may be asked to provide verification for the assets, encumbrances, income and expenses reported. Documentation may include previously filed income tax returns, profit and loss statements, bank and investment statements, loan statements, financing statements, bills or statements for recurring expenses, etc.

IRS USE ONLY *(Notes)*

Request for a Collection Due Process or Equivalent Hearing

Use this form to request a Collection Due Process (CDP) or equivalent hearing with the IRS Office of Appeals if you have been issued one of the following lien or levy notices:

- ***Notice of Federal Tax Lien Filing and Your Right To A Hearing Under IRC 6320,***
- ***Notice of Intent to Levy and Notice of Your Right To A Hearing,***
- ***Notice of Jeopardy Levy and Right of Appeal,***
- ***Notice of Levy on Your State Tax Refund,***
- ***Notice of Levy and Notice of Your Right to a Hearing.***

Complete this form and send it to the address shown on your lien or levy notice. Include a copy of your lien or levy notice to ensure proper handling of your request.

Call the phone number on the notice or 1-800-829-1040 if you are not sure about the correct address or if you want to fax your request.

You can find a section explaining the deadline for requesting a Collection Due Process hearing in this form's instructions. If you've missed the deadline for requesting a CDP hearing, you must check line 6 (Equivalent Hearing) to request an equivalent hearing.

1. Taxpayer Name: (Taxpayer 1) _____

Taxpayer Identification Number _____

Current Address: _____

City: _____ State: _____ Zip Code: _____

2. Telephone Number and Best Time to Call During Normal Business Hours	Home: ( ) _____ - _____ _____ ☐ am. ☐ pm. Work: ( ) _____ - _____ _____ ☐ am. ☐ pm.

3. Taxpayer Name: (Taxpayer 2) _____

Taxpayer Identification Number _____

Current Address: _____

(*If Different from Address Above*)

City: _____ State: _____ Zip Code: _____

4. Telephone Number and Best Time to Call During Normal Business Hours	Home: ( ) _____ - _____ _____ ☐ am. ☐ pm. Work: ( ) _____ - _____ _____ ☐ am. ☐ pm.

5. Tax Information as Shown on the Lien or Levy Notice (*If possible, attach a copy of the notice*)

Type of Tax (Income, Employment, Excise, etc. or Civil Penalty)	**Tax Form Number (1040, 941, 720, etc)**	**Tax Period or Periods**

Request for a Collection Due Process or Equivalent Hearing

6. Basis for Hearing Request (Both boxes can be checked if you have received both a lien and levy notice)

☐ Filed Notice of Federal Tax Lien ☐ Proposed Levy or Actual Levy

7. Equivalent Hearing (See the instructions for more information on Equivalent Hearings)

☐ I would like an Equivalent Hearing – I would like a hearing equivalent to a CDP Hearing if my request for a CDP hearing does not meet the requirements for a timely CDP Hearing

8. Check the most appropriate box for the reason you disagree with the filing of the lien or the levy. **See page 4 of this form for examples.** You can add more pages if you don't have enough space.
If, during your CDP Hearing, you think you would like to discuss a Collection Alternative to the action proposed by the Collection function it is recommended you submit a completed Form 433A (Individual) and/or Form 433B (Business), as appropriate, with this form. See www.irs.gov for copies of the forms.

Collection Alternative	☐ Installment Agreement	☐ Offer in Compromise	☐ I cannot pay balance
Lien	☐ Subordination	☐ Discharge	☐ Withdrawal

Please explain:

My Spouse is Responsible ☐ Innocent Spouse Relief (Please attach Form 8857, *Request for Innocent Spouse Relief,* to your request.)

Other (*For examples, see page 4*) ☐

Reason (*You must provide a reason for the dispute or your request for a CDP hearing will not be honored. Use as much space as you need to explain the reason for your request. Attach extra pages if* necessary.):

9. Signatures

I understand the CDP hearing and any subsequent judicial review will suspend the statutory period of limitations for collection action. I also understand my representative or I must sign and date this request before the IRS Office of Appeals can accept it. If you are signing as an officer of a company add your title (*president, secretary, etc.*) behind your signature.

SIGN HERE

Taxpayer 1's signature	Date
Taxpayer 2's Signature (*if a joint request, both must sign*)	Date

☐ I request my CDP hearing be held with my authorized representative (*attach a copy of Form 2848*)

Authorized Representative's Signature	Authorized Representative's Name	Telephone Number

IRS Use Only

IRS Employee (Print)	Employee Telephone Number	IRS Received Date

Information You Need to Know When Requesting A Collection Due Process Hearing

What is the Deadline for Requesting a Timely Collection Due Process (CDP) Hearing?

- Your request for a CDP hearing about a Federal Tax Lien filing must be postmarked by the date indicated in the *Notice of Federal Tax Lien Filing and Your Right to a Hearing under IRC 6320* (lien notice).
- Your request for a CDP hearing about a levy must be postmarked within 30 days after the date of the *Notice of Intent to Levy and Notice of Your Right to a Hearing* (levy notice) or Notice of Your Right to a Hearing After an Actual Levy.

Your timely request for a CDP hearing will prohibit levy action in most cases. A timely request for CDP hearing will also suspend the 10-year period we have, by law, to collect your taxes. Both the prohibition on levy and the suspension of the 10-year period will last until the determination the IRS Office of Appeals makes about your disagreement is final. The amount of time the suspension is in effect will be added to the time remaining in the 10-year period. For example, if the 10-year period is suspended for six months, the time left in the period we have to collect taxes will be extended by six months.

You can go to court to appeal the CDP determination the IRS Office of Appeals makes about your disagreement.

What Is an Equivalent Hearing?

If you still want a hearing with the IRS Office of Appeals after the deadline for requesting a timely CDP hearing has passed, you can use this form to request an equivalent hearing. You must check the Equivalent Hearing box on line 7 of the form to request an equivalent hearing. **An equivalent hearing request does not prohibit levy or suspend the 10-year period for collecting your taxes; also, you cannot go to court to appeal the IRS Office of Appeals' decision about your disagreement.** You must request an equivalent hearing within the following timeframe:

- Lien Notice – one year plus five business days from the filing date of the Federal Tax Lien
- Levy Notice – one year from the date of the levy notice
- Your request for a CDP levy hearing, whether timely or Equivalent, does not prohibit the Service from filing a Notice of Federal Tax Lien.

Where Should You File Your CDP or Equivalent Hearing Request?

File your request by mail at the address on your lien notice or levy notice. You may also fax your request. Call the telephone number on the lien or levy notice to ask for the fax number. **Do not send your CDP or equivalent hearing request directly to the IRS Office of Appeals, it must be sent to the address on the lien or levy notice. If you send your request directly to Appeals it may result in your request not being considered a timely request. Depending upon your issue the originating function may contact you in an attempt to resolve the issue(s) raised in your request prior to forwarding your request to Appeals.**

Where Can You Get Help?

You can call the telephone number on the lien or levy notice with your questions about requesting a hearing. The contact person listed on the notice or other representative can access your tax information and answer your questions.

In addition, you may qualify for representation by a low-income taxpayer clinic for a free or nominal charge. Our Publication 4134, Low Income Taxpayer Clinic List, provides information on clinics in your area.

If you are experiencing economic harm, the Taxpayer Advocate Service (TAS) may be able to help you resolve your problems with the IRS. TAS cannot extend the time you have to request a CDP or equivalent hearing. See page five of Publication 594, *The Collection Process*, or visit www.irs.gov/advocate/index-html. You can also call 1-877-777-4778 for TAS assistance.

Note – The IRS Office of Appeals will not consider frivolous requests. You can find examples of frivolous reasons for requesting a hearing or disagreeing with a tax assessment in Publication 2105, *Why do I have to Pay Taxes?*, or at www.irs.gov by typing "frivolous" into the search engine

You can get copies of tax forms, schedules, instructions, publications, and notices at www.irs.gov, at your local IRS office, or by calling toll-free *1-800-TAX-FORM (829-3676).*

Information You Need to Know When Requesting A Collection Due Process Hearing

What Are Examples of Reasons for Requesting a Hearing?

You will have to explain your reason for requesting a hearing when you make your request. Below are examples of reasons for requesting a hearing.

You want a collection alternative—"I would like to propose a different way to pay the money I owe." Common collection alternatives include:

- Full payment – you pay your taxes by personal check, cashier's check, money order, or credit card.
- Installment Agreement – you pay your taxes fully or partially by making monthly payments.
- Offer in Compromise – you offer to make a payment or payments to settle your tax liability for less than the full amount you owe.

"I cannot pay my taxes." Some possible reasons why you cannot pay your taxes are: (1) you have a terminal illness or excessive medical bills; (2) your only source of income is Social Security payments, welfare payments, or unemployment benefit payments; (3) you are unemployed with little or no income; (4) you have reasonable expenses exceeding your income; or (5) you have some other hardship condition. The IRS Office of Appeals may consider freezing collection action until your circumstances improve. Penalty and interest will continue to accrue on the unpaid balance.

You want action taken about the filing of the tax lien against your property – You can get a Federal Tax Lien released if you pay your taxes in full. You also may request a lien subordination, discharge, or withdrawal. See www.irs.gov for more information.

When you request **lien subordination**, you are asking the IRS to make a Federal Tax Lien secondary to a non-IRS lien. For example, you may ask for a subordination of the Federal Tax Lien to get a refinancing mortgage on your house or other real property you own. You would ask to make the Federal Tax Lien secondary to the mortgage, even though the mortgage came after the tax lien filing. The IRS Office of Appeals would consider lien subordination, in this example, if you used the mortgage proceeds to pay your taxes.

When you request a **lien discharge,** you are asking the IRS to remove a Federal Tax Lien from a specific property. For example, you may ask for a discharge of the Federal Tax Lien in order to sell your house if you use all of the sale proceeds to pay your taxes even though the sale proceeds will not fully pay all of the tax you owe.

When you request a **lien withdrawal**, you are asking the IRS to remove the Notice of Federal Tax Lien (NFTL) information from public records because you believe the NFTL should not have been filed. For example, you may ask for a withdrawal of the filing of the NFTL if you believe the IRS filed the NFTL prematurely or did not follow procedures, or you have entered into an installment agreement and the installment agreement does not provide for the filing of the NFTL. A withdrawal does not remove the lien from your IRS records.

Your spouse is responsible—"My spouse (or former spouse) is responsible for all or part of the tax liability." You may believe that your spouse or former spouse is the only one responsible for all or a part of the tax liability. If this is the case, you are requesting a hearing so you can receive relief as an innocent spouse. You should complete and attach Form 8857, *Request for Innocent Spouse Relief*, to your hearing request.

Other Reasons— "I am not liable for (I don't owe) all or part of the taxes." You can raise a disagreement about the amount you owe only if you did not receive a deficiency notice for the liability (a notice explaining why you owe taxes-it gives you the right to challenge in court, within a specific timeframe, the additional tax the IRS says you owe), or if you have not had another prior opportunity to disagree with the amount you owe.

"I do not believe I should be responsible for penalties." The IRS Office of Appeals may remove all or part of the penalties if you have a reasonable cause for not paying or not filing on time. See Notice 746, Information About Your Notice, Penalty and Interest for what is reasonable cause for removing penalties.

"I have already paid all or part of my taxes." You disagree with the amount the IRS says you haven't paid if you think you have not received credit for payment you have already made.

See Publication 594, *The IRS Collection Process,* for more information on the following topics: Installment Agreements and Offer in Compromise; Lien Subordination, Discharge, and Withdrawal; Innocent Spouse Relief; Temporarily Delay Collection; and belief that tax bill is wrong.

Collection Appeal Rights

You may appeal many IRS collection actions to the IRS Office of Appeals (Appeals). The Office of Appeals is separate from and independent of the IRS Collection office that initiated the collection action. We ensure and protect our independence by adhering to a strict policy of no ex parte communication with the IRS Collection office about the accuracy of the facts or the merits of your case without providing you an opportunity to participate at that meeting. Revenue Procedure 2000-43 has more information about Appeals' mandatory independence and ex parte communication and is available at www.IRS.gov. The two main procedures are **Collection Due Process** and **Collection Appeals Program**. Other procedures are described on page four of this publication and at www.IRS.gov.

Collection Due Process (CDP) is available if you receive one of the following notices:

- *Notice of Federal Tax Lien Filing and Your Right to a Hearing under IRC 6320*
- *Final Notice - Notice of Intent to Levy and Notice of Your Right to a Hearing*
- *Notice of Jeopardy Levy and Right of Appeal*
- *Notice of Levy on Your State Tax Refund – Notice of Your Right to a Hearing*
- *Notice of Levy and Notice of Right to a Hearing with respect to a Disqualified Employment Tax Levy*

Collection Appeals Program (CAP) is available for the following actions:

- *Before or after the IRS files a Notice of Federal Tax Lien*
- *Before or after the IRS levies or seizes your property*
- *Termination, or proposed termination, of an installment agreement*
- *Rejection of an installment agreement*

CAP is generally quicker and is available for a broader range of collection actions. However, you cannot go to court if you disagree with the CAP decision. CAP procedures are described on pages three and four of this publication.

You may represent yourself at CDP, CAP and other Appeals proceedings. Or, you may be represented by an attorney, certified public accountant, or a person enrolled to practice before the IRS. Also, you may be represented by a member of your immediate family, or in the case of a business, by regular full-time employees, general partners or bona fide officers.

A Low Income Tax Clinic (LITC) may represent you if you qualify. Most LITCs provide representation before the IRS or in court on audits, tax collection disputes, and other issues for free or for a small fee. Some clinics can provide multilingual information about taxpayer rights and responsibilities. Publication 4134, *Low Income Taxpayer Clinic List*, provides information on clinics in your area and is available at your local IRS office, by calling 1-800-829-3676, or from www.IRS.gov.

If you want your representative to contact us or appear without you and to receive and inspect confidential material, you must file a properly completed Form 2848, *Power of Attorney and Declaration of Representative*. You may also authorize an individual to receive or inspect confidential material but not represent you before the IRS, by filing a Form 8821, *Tax Information Authorization*. These forms are available at your local IRS office, by calling 1-800-829-3676, or from www.IRS.gov.

HEARING AVAILABLE UNDER COLLECTION DUE PROCESS (CDP)

For Lien and Levy Notices

By law, you have the right to a CDP hearing by Appeals for these collection actions:

- The first time a Notice of Federal Tax Lien is filed for a tax and period.
- Before the first levy on your property for a tax and period.
- After levy on your state tax refund.
- After levy when collection is in jeopardy.

You may contest the CDP determination in the United States Tax Court.

Lien Notice: The IRS is required to notify you the first time a Notice of Federal Tax Lien is filed for each tax and period. The IRS must notify you within 5 business days after the lien filing. This notice may be mailed, given to you, or left at your home or office. You then have 30 days, after that 5-day period, to request a hearing with Appeals. The lien notice you receive will indicate the date this 30-day period expires.

Levy Notice: For each tax and period, the IRS is required to notify you the first time it intends to collect a tax liability by taking your property or rights to property. The IRS does this by issuing you a levy notice. The IRS can't levy or seize your property within 30 days from the date this notice is mailed, given to you, or left at your home or office. During that 30-day period, you may request a hearing with Appeals. There are three exceptions to issuing this notice before levy:

1. When collection of the tax is in jeopardy.
2. When IRS levies your state tax refund.
3. When the criteria for a Disqualified Employment Tax Levy is met.

You may request a hearing after the levy action in these instances.

If your request for a CDP hearing is not timely, you may request an equivalent hearing. To receive an equivalent hearing, your request must be postmarked on or before the end of the one-year period after the date of the levy notice or on or before the end of the one-year period plus 5 business days after the filing date of the Notice of Federal Tax Lien.

How do you request a CDP or equivalent hearing with the Office of Appeals?

Complete Form 12153, *Request for a Collection Due Process or Equivalent Hearing*, or other written request with the same information and send it to the address shown on your lien or levy notice. To request an equivalent hearing, you must check the Equivalent Hearing box on line 6 of Form 12153, or if you don't use Form 12513 write that you want an equivalent hearing if the CDP hearing request is late. If you received both a lien and a levy notice, you may appeal both actions by checking the boxes on line 5 of Form 12153 or if you don't use Form 12153, you may appeal both actions in one written request. You must identify your alternatives to, or your reasons for disagreeing with, the lien filing or the levy action. Alternatives or reasons for disagreeing may include:

- Collection alternatives such as installment agreement or offer in compromise.
- Subordination or discharge of lien.
- Withdrawal of Notice of Federal Tax Lien.
- Appropriate spousal defenses.
- The existence or amount of the tax, but only if you did not receive a notice of deficiency or did not otherwise have an opportunity to dispute the tax liability.
- Collection of the tax liability is causing or will cause an economic or other hardship.

You may not raise an issue that was raised and considered at a prior administrative or judicial hearing, if you, or your representative, participated meaningfully in the prior hearing or proceeding.

Form 12153 is available at your local IRS Office, by calling 1-800-829-3676, or from www.IRS.gov. Include a copy of your lien and/or levy notice. List all taxes and tax periods for which you are requesting a hearing. You are entitled to only one hearing relating to a lien notice and one hearing relating to a levy notice, for each taxable period. In general, the IRS will deny a hearing request that makes arguments identified by the IRS as frivolous or that is made to delay collection.

To preserve your right to go to court, you must request a CDP hearing within the time period provided by law. Your request for a CDP hearing must be sent to the address on the lien or levy notice and postmarked on or before the date shown in the lien notice or on or before the 30th day after the date of the levy notice.

Before you formally appeal a lien or levy notice by sending us Form 12153, you may be able to work out a solution with the Collection office that sent the notice. To do so, call the telephone number on the lien or levy notice and explain to the IRS employee listed on the notice or other representative why you disagree with the action. If a telphone number is not shown on the notice, you can call 1-800-829-1040. This contact, however, does NOT extend the 30-day period to make a written request for a CDP hearing.

What will happen when you request a CDP or equivalent hearing with the Office of Appeals?

After you request a hearing, you may still discuss your concerns with the Collection office that sent the lien or levy notice. If you are able to resolve the issues with that office, you may withdraw your request for a hearing. If you are unable to, or do not choose to, resolve the issues with the Collection office, your case will be forwarded immediately to Appeals.

Appeals will contact you to schedule a conference. Your hearing will consist of an in-person or telephone conference and one or more written or oral communications.

Unless the IRS has reason to believe that collection of the tax is in jeopardy, levy action is not permitted for the subject tax and periods during the 30 days after the levy notice and during the timely requested CDP hearing. Normally, there will be no levy action during the period you have to request a hearing from a lien notice and during the CDP hearing.

If your request for a CDP hearing is timely, the 10-year period the IRS has to collect your taxes will be suspended until the date the determination becomes final or you withdraw your request for a hearing in writing.

At the conclusion of the CDP hearing, Appeals will issue a determination letter. If you don't agree with Appeals' determination, you may request judicial review of the determination by petitioning the United States Tax Court within the time period provided for in the Appeals' determination letter.

Appeals will retain jurisdiction over its determination. You may return to Appeals if you believe that the Collection function did not carry out Appeals' determination as it was stated or if there is a change in your circumstances that affects Appeals' determination. However, you must first try to work with Collection to resolve the problem.

If your request for a CDP hearing is not timely and you request an equivalent hearing, the law does not prohibit collection action and the collection statute is not suspended. Furthermore, you cannot go to court if you disagree with Appeals' decision.

HEARING AVAILABLE UNDER COLLECTION APPEALS PROGRAM (CAP)

For Liens, Levies, Seizures and Installment Agreements

The CAP procedure is available under more circumstances than Collection Due Process (CDP). Unlike CDP, you may not challenge in CAP the existence or amount of your tax liability. You also cannot proceed to court if you don't agree with Appeals' decision in your CAP case. Collection actions you may appeal under CAP are:

Notice of Federal Tax Lien. You may appeal the proposed filing of a Notice of Federal Tax Lien (NFTL) or the actual filing of an NFTL at the first and each subsequent filing of the NFTL. You are entitled to a CDP hearing after the first filing of an NFTL. See the preceding information regarding **Hearing Available under Collection Due Process.** You may also appeal denied requests to withdraw a NFTL, and denied discharges, subordinations, and non-attachments of a lien.

Notice of Levy. You may appeal before or after the IRS places a levy on your wages, bank account or other property. You may also have additional CDP appeal rights. See the preceding information regarding **Hearing Available under Collection Due Process**. Once the levy proceeds have been sent to the IRS, you may also appeal the denial by the IRS of your request to have levied property returned to you.

Seizure of Property. You may appeal before or after the IRS makes a seizure but before the property is sold.

Rejection or Termination of Installment Agreement. You may appeal when the IRS rejects your request for an installment agreement. You may also appeal when the IRS proposes to terminate or terminates your installment agreement.

How do you appeal a lien or levy action if your only collection contact has been a notice or telephone call?

1. Call the IRS at the telephone number shown on your notice. Be prepared to explain which action(s) you disagree with and why you disagree. You must also offer a solution to your tax problem.
2. If you can't reach an agreement with the employee, tell the employee that you want to appeal his or her decision. The employee must honor your request and will refer you to a manager. The manager will either speak with you then or will return your call within 24 hours.
3. Explain to the manager which action(s) you disagree with and why. The manager will make a decision on the case. If you don't agree with the manager's decision, your case will be forwarded to Appeals for review. You do not have to submit the appeal request in writing.

How do you appeal a lien, levy or seizure action if you have been contacted by a Revenue Officer?

1. If you disagree with the decision of the Revenue Officer, you must first request a conference with the Collection manager.
2. If you do not resolve your disagreement with the Collection manager, you may submit a written request for Appeals consideration, preferably by completing Form 9423, *Collection Appeal Request*. This form is available at your local IRS office, by calling 1-800-829-3676, or from www.IRS.gov. Check the action(s) you disagree with and explain why you disagree. You must also offer a solution to resolve your tax problem.
3. Submit the Form 9423 to that Collection office.
4. If you request an appeal after the IRS makes a seizure, you must appeal to the Collection manager within 10 business days after the Notice of Seizure is given to you or left at your home or business.
5. You should let the Revenue Officer or manager know within 2 business days of your conference with the Collection manager if you want to appeal under CAP or the IRS will resume collection action. Your Form 9423 must be postmarked within 3 business days after the date of your conference with the Collection manager in order to prevent the resumption of collection action.

How do you appeal the denial by the IRS of your request to release or return levied or seized property, if you believed the property was wrongfully levied or seized?

1. If you do not agree with the denial of the request to release or return wrongfully levied/seized property or its value, you must first request a conference with the manager of the Advisory Group denying your request.
2. Call the telephone number on the letter denying your request and explain that you want a conference with the Advisory Group manager.
3. If you do not resolve your disagreement with the Advisory Group manager, you must submit a written request for Appeals consideration, preferably on Form 9423, *Collection Appeal Request*. This form is available at your local IRS office, by calling 1-800-829-3676, or from www.IRS.gov. Check the action you disagree with and explain why you disagree.
4. Submit the completed Form 9423 to the Advisory Group office that denied your request to release or return of wrongfully levied/seized property or its value.

How do you appeal the rejection of a proposed installment agreement?

1. Call the telephone number shown on the letter rejecting your proposed installment agreement and explain that you want to appeal the rejection. Your appeal need not be in writing unless the rejection letter was sent by a Revenue Officer, in which case your request for an appeal must be in writing, preferably using Form 9423, *Collection Appeal Request*. While a conference is recommended, you need not have a conference with a Collection manager before appealing the rejection of a proposed installment agreement.

2. Your request for an appeal of the rejection of a proposed installment agreement must be made on or before the 30th day after the date of the rejection letter (the mailing of a written request, including a Form 9423, must be postmarked on or before such day).

How do you appeal the termination of an installment agreement?

1. Call the telephone number shown on the notice that indicates that the IRS intends to terminate your installment agreement. If you are unable to resolve the matter, then explain that you want to appeal the termination. Your appeal need not be in writing unless the notice of intent to terminate your installment agreement was sent by a Revenue Officer, in which case your request for an appeal must be in writing, preferably using Form 9423, *Collection Appeal Request*. While a conference is recommended, you need not have a conference with a Collection manager before appealing the termination of an installment agreement.

2. You will have 76 days from the date of the notice of intent to terminate in which to request an appeal. Unless you appeal within 30 days after the date of the notice, or cure your default of the installment agreement, the installment agreement will terminate automatically on the 46th day after the date of the notice. After the 46th day, and the termination of your agreement, your right to appeal will continue for an additional 30 days. Accordingly, your request must be made on or before the 76th day after the date of the notice of intent to terminate (the mailing of a written request, including a Form 9423, must be postmarked on or before such 76th day).

What will happen when you appeal your case?

Lien, Levy and Seizure: Normally, the IRS will not take any action to collect the tax for the tax periods Appeals is considering, unless the IRS believes the collection of the tax is at risk or you are a business meeting the criteria for a Disqualified Employment Tax Levy.

Installment Agreements: ***IMPORTANT*** - The IRS can't levy until 30 days after the rejection or termination of your agreement. If you appeal within the 30-day period, the IRS will be prohibited from levying until your appeal is completed unless the IRS believes the collection of the tax is in jeopardy.

Once Appeals makes a decision regarding your case, that decision is binding on both you and the IRS. You cannot obtain judicial review of Appeals' decision following a CAP hearing.

Note: Providing false information, failure to provide all pertinent information or fraud will void Appeals' decision.

APPEAL OF OTHER COLLECTION ACTIONS

You may also appeal other collection actions:

- Rejected Offer in Compromise
- Proposed Trust Fund Recovery Penalty
- Denied Trust Fund Recovery Penalty Claim
- Denied request to abate penalties (i.e., late payment, late filing, or deposit penalties)

To dispute a penalty in Appeals, follow the protest requirements in Publication 5, *Your Appeal Rights and How To Prepare A Protest If You Don't Agree*. Also, the correspondence you receive on these types of cases will explain where you should send your protest.

Help if you are experiencing economic harm...

If you are experiencing economic harm or are seeking help in resolving a tax problem that has not been resolved through normal channels or believe an IRS system or procedure is not working, as it should, you may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TTD 1-800-829-4059. TAS cannot extend the time you have to request a CDP, equivalent or CAP hearing. The timeframes for requesting these hearings are explained in this publication.

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Your Rights as a Taxpayer

The first part of this publication explains some of your most important rights as a taxpayer. The second part explains the examination, appeal, collection, and refund processes. This publication is also available in Spanish.

THE IRS MISSION

PROVIDE AMERICA'S TAXPAYERS TOP QUALITY SERVICE BY HELPING THEM UNDERSTAND AND MEET THEIR TAX RESPONSIBILITIES AND BY APPLYING THE TAX LAW WITH INTEGRITY AND FAIRNESS TO ALL.

Declaration of Taxpayer Rights

I. Protection of Your Rights

IRS employees will explain and protect your rights as a taxpayer throughout your contact with us.

II. Privacy and Confidentiality

The IRS will not disclose to anyone the information you give us, except as authorized by law. You have the right to know why we are asking you for information, how we will use it, and what happens if you do not provide requested information.

III. Professional and Courteous Service

If you believe that an IRS employee has not treated you in a professional, fair, and courteous manner, you should tell that employee's supervisor. If the supervisor's response is not satisfactory, you should write to the IRS director for your area or the center where you file your return.

IV. Representation

You may either represent yourself or, with proper written authorization, have someone else represent you in your place. Your representative must be a person allowed to practice before the IRS, such as an attorney, certified public accountant, or enrolled agent. If you are in an interview and ask to consult such a person, then we must stop and reschedule the interview in most cases.

You can have someone accompany you at an interview. You may make sound recordings of any meetings with our examination, appeal, or collection personnel, provided you tell us in writing 10 days before the meeting.

V. Payment of Only the Correct Amount of Tax

You are responsible for paying only the correct amount of tax due under the law—no more, no less. If you cannot pay all of your tax when it is due, you may be able to make monthly installment payments.

VI. Help With Unresolved Tax Problems

The Taxpayer Advocate Service can help you if you have tried unsuccessfully to resolve a problem with the IRS. Your local Taxpayer Advocate can offer you special help if you have a significant hardship as a result of a tax problem. For more information, call toll free 1–877–777–4778 (1–800–829–4059 for TTY/TDD) or write to the Taxpayer Advocate at the IRS office that last contacted you.

VII. Appeals and Judicial Review

If you disagree with us about the amount of your tax liability or certain collection actions, you have the right to ask the Appeals Office to review your case. You may also ask a court to review your case.

VIII. Relief From Certain Penalties and Interest

The IRS will waive penalties when allowed by law if you can show you acted reasonably and in good faith or relied on the incorrect advice of an IRS employee. We will waive interest that is the result of certain errors or delays caused by an IRS employee.

Examinations, Appeals, Collections, and Refunds

Examinations (Audits)

We accept most taxpayers' returns as filed. If we inquire about your return or select it for examination, it does not suggest that you are dishonest. The inquiry or examination may or may not result in more tax. We may close your case without change; or, you may receive a refund.

The process of selecting a return for examination usually begins in one of two ways. First, we use computer programs to identify returns that may have incorrect amounts. These programs may be based on information returns, such as Forms 1099 and W-2, on studies of past examinations, or on certain issues identified by compliance projects. Second, we use information from outside sources that indicates that a return may have incorrect amounts. These sources may include newspapers, public records, and individuals. If we determine that the information is accurate and reliable, we may use it to select a return for examination.

Publication 556, Examination of Returns, Appeal Rights, and Claims for Refund, explains the rules and procedures that we follow in examinations. The following sections give an overview of how we conduct examinations.

By Mail

We handle many examinations and inquiries by mail. We will send you a letter with either a request for more information or a reason why we believe a change to your return may be needed. You can respond by mail or you can request a personal interview with an examiner. If you mail us the requested information or provide an explanation, we may or may not agree with you, and we will explain the reasons for any changes. Please do not hesitate to write to us about anything you do not understand.

By Interview

If we notify you that we will conduct your examination through a personal interview, or you request such an interview, you have the right to ask that the examination take place at a reasonable time and place that is convenient for both you and the IRS. If our examiner proposes any changes to your return, he or she will explain the reasons for the changes. If you do not agree with these changes, you can meet with the examiner's supervisor.

Repeat Examinations

If we examined your return for the same items in either of the 2 previous years and *proposed no change* to your tax liability, please contact us as soon as possible so we can see if we should discontinue the examination.

Appeals

If you do not agree with the examiner's proposed changes, you can appeal them to the Appeals Office of IRS. Most differences can be settled without expensive and time-consuming court trials. Your appeal rights are explained in detail in both Publication 5, Your Appeal Rights and How To Prepare a Protest If You Don't Agree, and Publication 556, Examination of Returns, Appeal Rights, and Claims for Refund.

If you do not wish to use the Appeals Office or disagree with its findings, you may be able to take your case to the U.S. Tax Court, U.S. Court of Federal Claims, or the U.S. District Court where you live. If you take your case to court, the IRS will have the burden of proving certain facts if you kept adequate records to show your tax liability, cooperated with the IRS, and meet certain other conditions. If the court agrees with you on most issues in your case and finds that our position was largely unjustified, you may be able to recover some of your administrative and litigation costs. You will not be eligible to recover these costs unless you tried to resolve your case administratively, including going through the appeals system, and you gave us the information necessary to resolve the case.

Collections

Publication 594, The IRS Collection Process, explains your rights and responsibilities regarding payment of federal taxes. It describes:

- What to do when you owe taxes. It describes what to do if you get a tax bill and what to do if you think your bill is wrong. It also covers making installment payments, delaying collection action, and submitting an offer in compromise.
- IRS collection actions. It covers liens, releasing a lien, levies, releasing a levy, seizures and sales, and release of property.

Your collection appeal rights are explained in detail in Publication 1660, Collection Appeal Rights.

Innocent Spouse Relief

Generally, both you and your spouse are each responsible for paying the full amount of tax, interest, and penalties due on your joint return. However, if you qualify for innocent spouse relief, you may be relieved of part or all of the joint liability. To request relief, you must file Form 8857, Request for Innocent Spouse Relief. For more information on innocent spouse relief, see Publication 971, Innocent Spouse Relief, and Form 8857.

Potential Third Party Contacts

Generally, the IRS will deal directly with you or your duly authorized representative. However, we sometimes talk with other persons if we need information that you have been unable to provide, or to verify information we have received. If we do contact other persons, such as a neighbor, bank, employer, or employees, we will generally need to tell them limited information, such as your name. The law prohibits us from disclosing any more information than is necessary to obtain or verify the information we are seeking. Our need to contact other persons may continue as long as there is activity in your case. If we do contact other persons, you have a right to request a list of those contacted.

Refunds

You may file a claim for refund if you think you paid too much tax. You must generally file the claim within 3 years from the date you filed your original return or 2 years from the date you paid the tax, whichever is later. The law generally provides for interest on your refund if it is not paid within 45 days of the date you filed your return or claim for refund. Publication 556, Examination of Returns, Appeal Rights, and Claims for Refund, has more information on refunds.

If you were due a refund but you did not file a return, you generally must file your return within 3 years from the date the return was due (including extensions) to get that refund.

Tax Information

The IRS provides the following sources for forms, publications, and additional information.

- ***Tax Questions:*** 1-800-829-1040 (1-800-829-4059 for TTY/TDD)
- ***Forms and Publications:*** 1-800-829-3676 (1-800-829-4059 for TTY/TDD)
- ***Internet:*** *www.irs.gov*
- ***Small Business Ombudsman:*** A small business entity can participate in the regulatory process and comment on enforcement actions of IRS by calling 1-888-REG-FAIR.
- ***Treasury Inspector General for Tax Administration:*** You can confidentially report misconduct, waste, fraud, or abuse by an IRS employee by calling 1-800-366-4484 (1-800-877-8339 for TTY/TDD). You can remain anonymous.

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The IRS Collection Process
Publication 594

This publication provides a general description of the IRS collection process. The collection process is a series of actions that the IRS can take against you to collect the taxes you owe if you don't voluntarily pay them. The collection process will begin if you don't make your required payments in full and on time, after receiving your bill.

Please keep in mind that this publication is for information only, and may not account for every tax collection scenario. It's also not a technical analysis of tax law.

If you have questions or need help

Please visit www.irs.gov/formspubs/ to find all the IRS tax forms and publications mentioned here, or to do a keyword search on any topic.

You can also visit your local IRS office, or call the number on your bill. If you don't have a bill, please call:

- 1-800-829-1040 (individuals)
- 1-800-829-4933 (businesses)

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Overview: Filing a tax return, billing, and collection

After you file your tax return, we'll determine if you owe taxes. If you owe, we'll send a bill for the amount due, including any penalties and interest. You're required to pay this, so if you avoid payment, we can take collection actions to recover your debt. Our goal is always to work with you to resolve your case before we have to take collection actions.

General steps from billing to collection

You file your tax return. Most returns are filed annually (by April 15th) or quarterly.

1. If you owe taxes, we'll send you a bill. This is your first bill for tax due. Based on your return, we'll calculate how much tax you owe, plus any interest and penalties.

2. If you don't pay your first bill, we'll send you at least one more bill. Remember, interest and penalties continue to accrue until you've paid your full amount due.

3. If you still don't pay after you receive your final bill, we'll begin collection actions. Collection actions can range from applying your previous tax year's refund to tax due to seizing your property and assets.

What you should do when you get an IRS bill

If you agree with the information on the bill, pay the full amount before the due date. If you can't pay the full amount due, pay as much as you can, and immediately contact us to explain your situation. Based on your ability to pay, we may provide you with alternate payment options.

If you disagree with the information on the bill, call the number on the bill, or visit your local IRS office. Be sure to have a copy of the bill and any tax returns, cancelled checks, or other records that will help us understand why you believe your bill is wrong. If we find that you're right, we'll adjust your account and, if necessary, send a revised bill.

If you don't pay the amount due or tell us why you disagree with it, we may take collection actions.

If you're involved in bankruptcy proceedings, please notify us immediately. The bankruptcy may not eliminate your tax debt, but we may temporarily stop collection. Call the number on your bill or 1-800-973-0424.

Who to contact for help

The Internal Revenue Service (IRS)

Please don't hesitate to contact us with any questions you may have. Call the number on your bill or 1-800-829-1040. You can also visit your local IRS office to speak with an IRS representative in person.

Taxpayer Advocate Service (TAS)

The Taxpayer Advocate Service is your voice at the IRS. It helps taxpayers whose problems with the IRS are causing financial difficulties, who have tried but haven't been able to resolve their problems with the IRS, and those who believe an IRS system or procedure is not working as it should. If you believe you're eligible for Taxpayer Advocate Service assistance, call the toll-free number at 1-877-777-4778 or TTY/TDD 1-800-829-4059. For more information, go to www.irs.gov/advocate.

Low Income Taxpayer Clinics (LITCs)

Low Income Taxpayer Clinics are independent from the IRS. Some clinics serve individuals whose income is below a certain level and who need to resolve a tax problem. These clinics provide professional representation before the IRS or in court on audits, appeals, tax collection disputes, and other issues for free or for a small fee. Some clinics can provide information about taxpayer rights and responsibilities in many different languages for individuals who speak English as a second language. For more information and to find a clinic near you; see the Low Income Taxpayer Clinics page on www.taxpayeradvocate.irs.gov or Publication 4134, Low Income Taxpayer Clinic List. This publication is also available by calling 1-800-829-3676 or at your local IRS office.

Ways to pay your taxes

To minimize interest and penalties, we recommend paying your taxes in full. However, if you're unable to pay in full, you can request an Installment Agreement or Offer in Compromise. These payment plans allow you to pay your taxes in installments over time, to pay less than you owe, or both. Keep in mind it's also important to stay current on your payments for future taxes. This means making your estimated tax payments, withholding payments, or federal tax deposits as necessary.

Options for paying in full

Pay with electronic funds transfer

For a convenient, secure way to pay, you can use the Electronic Federal Tax Payment System (EFTPS). To enroll, visit www.eftps.com or call 1-800-555-4477. For more information, see Publication 966, Electronic Choices to Pay All Your Federal Taxes.

Pay with your credit or debit card

For a fee, you can pay by credit or debit card by using an electronic payment service provider. For more information on making a payment using a credit or debit card, visit www.irs.gov/e-pay.

Pay by mail or in person at a local IRS office

You can mail a check to us at the address listed on your bill or bring it to your local IRS office. For a listing of offices near you, please visit www.irs.gov/localcontacts/index.html.

Options if you can't pay in full now

Apply for an Installment Agreement

An Installment Agreement with the IRS means that we'll allow you to make smaller periodic payments over time if you can't pay the full amount at once. There are several ways to apply for an Installment Agreement:

- **Online** at www.irs.gov/individuals/article/0,,id=149373,00.html. Only individuals who owe $50,000 or less can apply online.
- **By phone** Please call the number on your bill or 1-800-829-1040.
- **By mail** Please complete Form 9465, Installment Agreement Request, if you owe $25,000 or less. Complete Form 9465-FS, Installment Agreement Request, if you owe more than $25,000. Or you can use Form 2159, Payroll Deduction Agreement. Mail your form to the address on your bill.
- **In person** at your local IRS office.

If you request a payment plan, you can reduce penalties and interest by making voluntary payments according to the proposed plan's terms until you're notified whether we've accepted your payment plan request. Keep in mind that our acceptance of your interim payments doesn't mean we've approved your request. We'll notify you in writing once we've made our decision.

With an Installment Agreement, you can pay by check, direct debit, through payroll deductions, or electronic funds transfer. Keep in mind there's a user fee for Installment Agreements. However, if you meet our low-income guidelines, you can pay a reduced user fee. For more information, see Form 13844, Application for Reduced User Fee for Installment Agreements.

To be eligible for an Installment Agreement, you must file all required tax returns. Prior to approving your Installment Agreement request, we may ask you to complete a Collection Information Statement (Form 433-F, 433-A and/or Form 433-B) and provide proof of your financial status. Please have your financial information available if you apply over the phone or at an IRS office. For more information, see Publication 1854, How to Complete a Collection Information Statement (Form 433-A).

If we approve your request, we'll still charge applicable interest and penalties until you pay the amount or balance due in full, and may file a Notice of Federal Tax Lien (see page 4.) If we reject your Installment Agreement request, you may request that the Office of Appeals review your case. For more information, see Publication 1660, Collection Appeal Rights.

If you're unable to meet the terms of your approved Installment Agreement, please contact us immediately.

Apply for an Offer in Compromise (OIC)

You may be eligible for an Offer in Compromise if you can't pay the amount you owe in full or through installments. By requesting an Offer in Compromise, you're asking to settle unpaid taxes for less than the full amount you owe. We may accept an Offer in Compromise if:

- We agree that your tax debt may not be accurate,
- You have insufficient assets and income to pay the amount due, or
- Because of your exceptional circumstances, paying the amount due would cause an economic hardship or would be unjust.

For an Offer in Compromise to be considered, you must pay an application fee and make an initial or periodic payment. However, low income taxpayers may qualify for a waiver of the application fee and initial or periodic payment.

For more information, please see the Low Income Certification on Form 656, Offer in Compromise.

To apply for an Offer in Compromise, complete one of the following forms:

- **Form 656-L, Offer in Compromise (Doubt as to Liability)** Complete this if you think your tax debt isn't accurate.
- **Form 656, Offer in Compromise** Complete this if you're unable to pay the amount due, have an economic hardship, or other special circumstance that would cause paying the amount due to be unjust.

For more information, see Form 656-B, Offer in Compromise Booklet or visit www.irs.gov/individuals/article/0,,id=243822,00.html.

If you need more time to pay

Ask that we delay collection

If you can't pay any of the amount due, you can request that we delay collection until you're able to pay. Prior to approving your request, we may ask you to complete a Collection Information Statement and provide proof of your financial status. Please remember that even if we delay collection, we'll still charge applicable penalties and interest until you pay the full amount, and we may file a Notice of Federal Tax Lien (see page 4). We may also request updated financial information during this temporary delay to review your ability to pay.

How long we have to collect taxes

We can attempt to collect your taxes up to 10 years from the date they were assessed. However, there are exceptions to this time frame. For example, by law, we'll suspend and extend collection while:

- We're considering your request for an Installment Agreement or Offer in Compromise. If your request is rejected, we'll suspend collection for another 30 days, and during any period the Appeals Office is considering your appeal request.
- You live outside the U.S. continuously for at least 6 months. Collection is suspended while you're outside the U.S. and, if at the time of your return the normal collection period would expire before 6 months from the date of your return, the extended period won't expire before the expiration of the 6 months after your return.

- The tax periods we're collecting on are included in a bankruptcy with an automatic stay. We'll suspend collection for the time period we can't collect because of the automatic stay, plus 6 months.
- You request a Collection Due Process hearing. Collection will be suspended from the date of your request until a Notice of Determination is issued or the Tax Court's decision is final.
- We're considering your request for Innocent Spouse Relief. Collection will be suspended from the date of your request until 90 days after a Notice of Determination is issued, or if you file a timely petition to the Tax Court, until 60 days after the Tax Court's final decision. If you appeal the Tax Court's decision to a U.S. Court of Appeals, the collection period will begin 60 days after the appeal is filed, unless a bond is posted.

How to appeal an IRS decision

You can appeal most collection actions. Your main options for appeals are the following:

Collection Due Process (CDP)

The purpose of a Collection Due Process hearing is to review collection actions that were taken or have been proposed. You can request a Collection Due Process hearing if you receive any of the following notices:

- Notice of Federal Tax Lien Filing and Your Right to a Hearing
- Final Notice—Notice of Intent to Levy and Notice of Your Right to a Hearing
- Notice of Jeopardy Levy and Right of Appeal
- Notice of Levy on Your State Tax Refund—Notice of Your Right to a Hearing
- Notice of Levy and of Your Right to a Hearing

To request a Collection Due Process hearing, complete Form 12153, Request for a Collection Due Process or Equivalent Hearing, and send it to the address on your notice. You have 30 days from the date of the notice to request a Collection Due Process hearing. You can also request an Equivalent Hearing within one year from the date of the notice.

Collection Appeals Program (CAP)

Under the Collections Appeals Program, if you disagree with an IRS employee's decision and want to appeal it, you can ask their manager to review your case. If you then disagree with the manager's decision, you may continue with the Collection Appeals Program as outlined in Publication 1660. Instances in which you can pursue the Collection Appeals Program include, but aren't limited to:

- Before or after we file a Notice of Federal Tax Lien
- Before or after we seize ("levy") your property
- After we reject, terminate, or propose to terminate your Installment Agreement (a conference with the manager is recommended, but not required)

For more information about the Collection Due Process and Collection Appeals Program, please see Publication 1660, Collection Appeal Rights.

If you don't pay on time: Understanding collection actions

There are several words and phrases particular to the collection process. Here, we've defined some of the most commonly used collection terms:

Federal tax lien: A legal claim against all your current and future property, such as a house or car, and rights to property, such as wages and bank accounts. The lien automatically comes into existence if you don't pay your amount due after receiving your first bill.

Notice of Federal Tax Lien (NFTL): A public notice to creditors. It notifies them that there is a federal tax lien that attaches to all your current and future property and rights to property.

Levy: A legal seizure of property or rights to property to satisfy a tax debt. When property is seized ("levied"), it will be sold to help pay your tax debt. If wages or bank accounts are seized, the money will be applied to your tax debt.

Seizure: There is no legal difference between a seizure and a levy. Throughout this publication, we'll use both terms interchangeably.

Notice of Intent to Levy and Notice of Your Right to a Hearing: Generally, before property is seized, we have to send you this notice. If you don't pay your overdue taxes, make other arrangements to satisfy the tax debt, or request a hearing within 30 days of the date of this notice, we may seize your property.

Summons: A summons legally compels you or a third party to meet with the IRS and provide information, documents, or testimony.

Collection actions in detail

Federal tax lien: A legal claim against property

A lien is a legal claim against all your current and future property. When you don't pay your first bill for taxes due, a lien is created by law and attaches to your property. It applies to property (such as your home and car) and to any current and future rights you have to property.

Notice of Federal Tax Lien: Provides public notice to creditors that a lien exists

A Notice of Federal Tax Lien gives public notice to creditors. We file the Notice of Federal Tax Lien so we can establish the priority of our claim versus the claims of other creditors. The Notice of Federal Tax Lien is filed with local or state authorities, such as county registers of deeds or the Secretary of State offices.

If a Notice of Federal Tax Lien is filed against you, it's often reported by consumer credit reporting agencies. This can have a negative effect on your credit rating and make it difficult for you to receive credit (such as a loan or credit card). Employers, landlords, and others may also use this information and not favorably view the fact that a Notice of Federal Tax Lien has been filed against you.

What to do if a Notice of Federal Tax Lien is filed against you

You should pay the full amount you owe immediately. Keep in mind the Notice of Federal Tax Lien only shows your assessed balance as of the date of the notice. It doesn't show your payoff balance or include our charges for filing and releasing the lien. To find out the full amount you must pay to have the lien released, call 1-800-913-6050. If you have questions, call the number on your lien notice or 1-800-829-1040 or visit www.irs.gov/businesses/small/article/0,,id=108339,00.html.

How to appeal a Notice of Federal Tax Lien

Within 5 business days of filing the Notice of Federal Tax Lien, we'll send you a Notice of Your Right to a Collection Due Process Hearing. You'll have until the date shown on the notice to request a Collection Due Process hearing with the Office of Appeals. Send your Collection Due Process hearing request to the address on the notice. For more information, see Form 12153, Request for a Collection Due Process or Equivalent Hearing.

After your Collection Due Process hearing, the Office of Appeals will issue a determination on whether the Notice of Federal Tax Lien should remain filed, or whether it should be withdrawn, released, discharged, or subordinated. If you disagree with the determination, you have 30 days after it's made to seek a review in the U.S. Tax Court.

If you don't file a hearing request within 30 days, you aren't entitled to a Collection Due Process hearing, but you may be entitled to an equivalent hearing. The request for an equivalent hearing; however, doesn't prohibit us from seizing and doesn't suspend the 10-year period for collecting tax. In addition, you aren't entitled to a judicial review of the decision from the Equivalent Hearing.

In addition to any Collection Due Process rights you may have, you may also appeal a proposed or actual filing of a Notice of Federal Tax Lien under the Collection Appeals Program.

Reasons we'll "release" a federal tax lien

A "release" of a federal tax lien means that we have cleared both the lien for your debt and the public Notice of Federal Tax Lien. We do this by filing a Certificate of Release of Federal Tax Lien with the same state and local authorities with whom we filed your Notice of Federal Tax Lien. We'll release your lien if:

- Your debt is fully paid,
- Payment of your debt is guaranteed by a bond, or
- The period for collection has ended. (In this case, the release is automatic.)

For more information, see Publication 1450, Instructions on How to Request a Certificate of Release of Federal Tax Lien.

Reasons we may "withdraw" a Notice of Federal Tax Lien

A "withdrawal" removes the Notice of Federal Tax Lien from public record. The withdrawal tells other creditors that we're abandoning our lien priority. This doesn't mean that the federal tax lien is released, or that you're no longer liable for the amount due.

We may withdraw a Notice of Federal Tax Lien if:

- You've entered into an Installment Agreement to satisfy the tax liability, unless the Agreement provides otherwise. For certain types of taxes, we'll routinely withdraw a Notice of Federal Tax Lien if you've entered into a direct debit installment agreement and meet certain other conditions,
- It will help you pay your taxes more quickly,
- We didn't follow IRS procedures,
- It was filed during a bankruptcy automatic stay period, or
- It's in your best interest (as determined by the Taxpayer Advocate) and in the best interest of the government. For example, this could include when your debt has been satisfied and you request a withdrawal.

For more information, see Form 12277, Application for Withdrawal of Filed Notice of Federal Tax Lien.

How to apply for a "discharge" of a federal tax lien from property

A "discharge" removes the lien from specific property. There are several circumstances under which the federal tax lien can be discharged. For example, we may issue a Certificate of Discharge if you're selling property and a Notice of Federal Tax Lien has been filed; you may be able to remove or discharge the lien from that property through the sale. For more information on whether you qualify for a discharge, see Publication 783, Instructions on How to Apply for a Certificate of Discharge of Property from Federal Tax Lien. To watch an instructional video about Publication 783, visit www.irsvideos.gov/Individual/IRSLiens.

How to make the federal tax lien secondary to other creditors ("subordination")

A "subordination" is where a creditor is allowed to move ahead of the government's priority position. For example, if you're trying to refinance a mortgage on your home, but aren't able to because the federal tax lien has priority over the new mortgage, you may request that we subordinate our lien to the new mortgage. For more information on whether you qualify for a subordination, see Publication 784, How to Prepare an Application for a Certificate of Subordination of Federal Tax Lien. To watch an instructional video about Publication 784, visit www.irsvideos.gov/Individual/IRSLiens.

Appeal rights for withdrawal, discharge, or subordination

If we deny your request for a withdrawal, discharge, or subordination, you may appeal under Collections Appeals Program.

Levy: A seizure of property

While a federal tax lien is a legal claim against your property, a levy is a legal seizure that actually takes your property (such as your house or car) or your rights to property (such as your income, bank account, or Social Security payments) to satisfy your tax debt.

Keep in mind that we can't seize your property if you have a current or pending Installment Agreement, Offer in Compromise, or if we agree that you're unable to pay due to economic hardship, meaning seizing your property would result in your inability to meet basic, reasonable living expenses.

Reasons we may seize ("levy") your property or rights to property

If you don't pay your taxes (or make arrangements to settle your debt), we could seize and sell your property. We usually seize only after the following things have occurred:

- We assessed the tax and sent you a bill,
- You neglected or refused to pay the tax, and
- We sent you a Final Notice of Intent to Levy and Notice of Your Right to a Hearing at least 30 days before the seizure.

However, there are exceptions for when we don't have to provide a 30-day notice before seizing your property. These include situations when:

- The collection of the tax is in jeopardy,
- A levy is served to collect tax from a state tax refund,
- A levy is served to collect the tax debt of a federal contractor, or
- A Disqualified Employment Tax Levy (DETL) is served. A Disqualified Employment Tax Levy is the seizure of unpaid employment taxes and can be served when a taxpayer previously requested a Collection Due Process appeal on employment taxes for other periods within the past 2 years.

If we serve a levy under one of these exceptions, we'll send you a letter explaining the seizure and your appeal rights after the levy is issued.

What you should do if your property is seized ("levied")

If your property or federal payments are seized, call the number on your levy notice or 1-800-829-1040. If you're already working with an IRS employee, call him or her for assistance.

Examples of property we can seize ("levy")

- **Wages, salary, or commission held by someone else** If we seize your rights to wages, salary, commissions, or similar payments that are held by someone else, we'll serve a levy once, not each time you're paid. The one levy continues until your debt is fully paid, other arrangements are made, or the collection period ends.
  Other payments you receive, such as dividends and payments on promissory notes, are also subject to seizure. However, the seizure only reaches the payments due or the right to future payments as of the date of the levy.
- **Your bank account** Seizure of the funds in your bank account will include funds available for withdrawal up to the amount of the seizure. After the levy is issued, the bank will hold the available funds and give you 21 days to resolve any disputes about who owns the account before sending us the money. After 21 days, the bank will send us your money, plus any interest earned on that amount, unless you have resolved the issue in another way.
- **Your federal payments** As an alternative to the levy procedure used for other payments such as dividends and promissory notes, certain federal payments may be systemically seized through the Federal Payment Levy Program in order to pay your tax debt.
  Under this program, we can generally seize up to 15% of your federal payments (up to 100% of payments due to a vendor for goods or services sold or leased to the federal government). We'll serve the levy once, not each time you are paid. The one levy continues until your debt is fully paid, other arrangements are made, the collection period ends, or the IRS releases the levy.
  The federal payments that can be seized in this program include, but aren't limited to, federal retirement annuity income from the Office of Personnel Management, Social Security benefits under Title II of the Social Security Act (OASDI), and federal contractor/vendor payments.
- **Your house, car, or other property** If we seize your house or other property, we'll sell your interest in the property and apply the proceeds (after the costs of the sale) to your tax debt.
  Prior to selling your property, we'll calculate a minimum bid price. We'll also provide you with a copy of the calculation and give you an opportunity to challenge the fair market value determination. We'll then provide you with the notice of sale and announce the pending sale to the public, usually through local newspapers or flyers posted in public places.
  After giving public notice, we'll generally wait 10 days before selling your property. Money from the sale pays for the cost of seizing and selling the property and, finally, your tax debt. If there's money left over from the sale after paying off your tax debt, we'll tell you how to get a refund.

Property that can't be seized ("levied")

Certain property is exempt from seizure. For example, we can't seize the following: unemployment benefits, certain annuity and pension benefits, certain service-connected disability payments, workers compensation, certain public assistance payments, minimum weekly exempt income, assistance under the Job Training Partnership Act, and income for court-ordered child support payments.

We also can't seize necessary schoolbooks and clothing, undelivered mail, certain amounts worth of fuel, provisions, furniture, personal effects for a household, and certain amounts worth of books and tools for trade, business, or professions. There are also limitations on our ability to seize a primary residence and certain business assets.

Lastly, we can't seize your property unless we expect net proceeds to help pay off your tax debt.

How to appeal a proposed seizure ("levy")

You can request a Collection Due Process hearing within 30 days from the date of your Notice of Intent to Levy and Notice of Your Right to a Hearing. Send your request to the address on your notice. For more information, see Form 12153, Request for a Collection Due Process or Equivalent Hearing. At the conclusion of your hearing, the Office of Appeals will provide a determination. You'll have 30 days after the determination to challenge it in the U.S. Tax Court.

If you don't file a hearing request within 30 days, you're not entitled to a Collection Due Process hearing, but you may be entitled to an Equivalent Hearing. The request for an Equivalent Hearing, however, doesn't prohibit us from seizing and doesn't suspend the 10-year period for collecting tax. In addition, you're not entitled to a judicial review of the decision from the Equivalent Hearing.

If Collection Due Process rights aren't available for your case, you may have other appeal options, such as the Collection Appeals Program.

Reasons we "release" a levy

The Internal Revenue Code (IRC) specifically provides that we must release a levy if we determine that:

- You paid the amount you owe,
- The period for collection ended prior to the levy being issued,
- It will help you pay your taxes,
- You enter into an Installment Agreement and the terms of the agreement don't allow for the levy to continue,
- The levy creates an economic hardship on you, meaning we've determined that you're unable to meet basic, reasonable living expenses, or
- The value of the property is more than the amount owed and releasing the levy won't hinder our ability to collect the amount owed.

In addition, a levy on wages or salary must be released as soon as possible if we determine that your tax isn't collectible.

We'll also release a levy if it was issued improperly. For example, we'll release a levy if it was issued:

- Against property exempt from seizure,
- Prematurely,
- Before we sent you the required notice,
- While you're in bankruptcy and an automatic stay is in effect,
- Where the expenses of seizing and selling the levied property would be greater than the fair market value of the property,
- While an Installment Agreement request, Innocent Spouse Relief request, or Offer in Compromise is being considered or had been accepted and is in effect, or
- While the Office of Appeals or Tax Court is considering certain appeals and the levy wasn't a Disqualified Employment Tax Levy to collect employment taxes, a state refund, or jeopardy levy.

Reasons we may return seized ("levied") property

We may return your property if:

- Its seizure was premature,
- Its seizure was in violation of the law,
- Returning the seized property will help our collection of your debt,
- You enter into an Installment Agreement that doesn't allow a levy,
- We didn't follow IRS procedures, or
- It's in your best interest (as determined by the Taxpayer Advocate) and in the best interest of the government.

If we decide to return your property but it's already been sold, we'll give you the money we received from the sale. You can file a request for seized property to be returned, or we can return seized property on our own initiative, generally up to 9 months after the seizure.

How to recover seized ("levied") property that's been sold

To recover your real estate, you (and anyone with interest in the property) may recoup it within 180 days of the sale by paying the purchaser what they paid, plus interest at 20% annually.

If your property has been seized ("levied") to collect tax owed by someone else, you may appeal under the Collection Appeals Program or (within the time prescribed by law), file a claim under Internal Revenue Code section 6343(b), or you may (within the time prescribed by law) file a suit under Internal Revenue Code section 7426 for the return of the wrongfully seized property. For more information, see Publication 4528, Making an Administrative Wrongful Levy Claim under Internal Revenue Code section 6343(b).

How to recover economic damages

If our seizure was in error, your payment was lost or misplaced, or there was a direct debit Installment Agreement processing error and you incurred bank charges, we may reimburse you for charges you paid. For more information, see Form 8546, Claim for Reimbursement of Bank Charges. If your claim is denied, you can sue the federal government for economic damages.

If we intentionally or negligently didn't follow Internal Revenue law while collecting your taxes, or you're not the taxpayer and we wrongfully seized your property, you may be entitled to recover economic damages. Mail your written administrative claim to the attention of the Advisory Group Manager for your area at the address listed in Publication 4235, Collection Advisory Group Addresses. If you've filed a claim and your claim is denied, you can sue the federal government, but not the IRS employee, for economic damages.

Summons: Used to secure information

If we're having trouble gathering information to determine or collect taxes you owe, we may serve a summons. A summons legally compels you or a third party to meet with an officer of the IRS and provide information, documents, and/or testimony.

If you're responsible for a tax liability and we serve a summons on you, you may be required to:

- Testify,
- Bring books and records to prepare a tax return, and/or
- Produce documents to prepare a Collection Information Statement, Form 433-A or Form 433-B.

If you can't make your summons appointment, immediately call the number listed on your notice. If you don't call us and don't attend your appointment, serious legal action may be taken against you.

If we serve a third-party summons to determine tax liability, you'll receive a notice indicating that we're contacting a third party. Third parties can be financial institutions, record keepers, or people with relevant information to your case. We won't review their information or receive testimony until the end of the 23rd day after the notice was given. You also have the right to:

- Petition to reject ("quash") the summons before the end of the 20th day after the date of the notice, or
- Petition to intervene in a suit to enforce a summons to which the third party didn't comply.

If we issue a third-party summons to collect taxes you already owe, you won't receive notice or be able to petition to reject or intervene in a suit to enforce the summons.

Information for employers: Collection of employment tax

About employment taxes

Employment taxes are the amount you must withhold from your employees for their income tax and Social Security/Medicare tax, plus the amount of Social Security/Medicare tax you pay for each employee. Federal unemployment taxes are also considered employment taxes.

What we'll do if you don't pay your employment taxes:

- Assess a failure to deposit penalty, up to 15% of the amount not deposited in a timely manner.
- We may propose a Trust Fund Recovery Penalty assessment against the individuals responsible for failing to pay the trust fund taxes.

About trust fund taxes

Trust fund taxes are the income tax, Social Security tax, and Medicare tax withheld from the employee's wages. They are called trust fund taxes because the employer holds these funds "in trust" for the government until it submits them in a federal tax deposit. Certain excise taxes are also considered trust fund taxes because they are collected and held in trust for the government until submitted in a federal tax deposit. For more information, see Publication 510, Excise Taxes.

To encourage prompt payment of withheld employment taxes and collected excise taxes, Congress has passed a law that provides for the Trust Fund Recovery Penalty. For more information, see Publication 15, Circular E, Employer's Tax Guide.

Trust Fund Recovery Penalty

The Trust Fund Recovery Penalty is a penalty that is assessed personally against the individual or individuals who are responsible for paying the trust fund taxes but willfully did not do so. The amount of the penalty is equal to the amount of the unpaid trust fund taxes. For additional information, please see Notice 784, Could You be Personally Liable for Certain Unpaid Federal Taxes?, or visit www.irs.gov/businesses/small/article/0,,id=108357,00.html.

If the Trust Fund Recovery Penalty is proposed against you

You'll receive a letter and Form 2751, Proposed Assessment of Trust Fund Recovery Penalty.

If you agree with the penalty, sign and return Form 2751 within 60 days from the date of the letter. To avoid the assessment of the Trust Fund Recovery Penalty, you may also pay the trust fund taxes personally.

If you disagree with the penalty, you have 10 days from the date of the letter to let us know that you don't agree with the proposed assessment, have additional information to support your case, or want to try to resolve the matter informally. If you can't resolve the disagreement with us, you have 60 days from the date of the letter to appeal with the Office of Appeals. For more information, see Publication 5, Your Appeal Rights and How to Prepare a Protest if You Don't Agree.

If you don't respond to the letter, we'll assess the penalty amount against you personally and begin the collection process to collect it. We may assess this penalty against a responsible person regardless of whether the company is still in business.

Additional information

Innocent Spouse Relief

Generally, both you and your spouse are responsible, jointly and individually, for paying any tax, interest, or penalties on your joint return. If you believe your current or former spouse should be solely responsible for an incorrect item or an underpayment of tax on your joint tax return, you may be eligible for Innocent Spouse Relief. This could change the amount you owe, or you may be entitled to a refund. Keep in mind you generally must submit Form 8857, Request for Innocent Spouse Relief, no later than two years from the date of our first attempt to collect the outstanding debt, except for requests for equitable relief under Internal Revenue Code section 6015(f). For additional information, see Publication 971, Innocent Spouse Relief.

Representation during the collection process

During the collection process, a hearing, or an appeal, you can be represented by yourself, an attorney, a certified public accountant, an enrolled agent, an immediate family member, or any person enrolled to practice before the IRS. If you're a business, you can also be represented by full-time employees, general partners, or bona fide officers.

To have your representative appear before us, contact us on your behalf, and/or receive your confidential material, file Form 2848, Power of Attorney and Declaration of Representative.

To authorize someone to receive or inspect confidential material, file Form 8821, Tax Information Authorization.

Sharing your tax information

During the collection process, we're authorized to share your tax information in some cases with city and state tax agencies, the Department of Justice, federal agencies, people you authorize to represent you, and certain foreign governments (under tax treaty provisions).

We may contact a third party

The law allows us to contact others (such as neighbors, banks, employers, or employees) to investigate your case. You have the right to request a list of third parties contacted about your case.

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Collection Appeal Rights

You may appeal many IRS collection actions to the IRS Office of Appeals (Appeals). The Office of Appeals is separate from and independent of the IRS Collection office that initiated the collection action. We ensure and protect our independence by adhering to a strict policy of no ex parte communication with the IRS Collection office about the accuracy of the facts or the merits of your case without providing you an opportunity to participate at that meeting. Revenue Procedure 2000-43 has more information about Appeals' mandatory independence and ex parte communication and is available at www.IRS.gov. The two main procedures are **Collection Due Process** and **Collection Appeals Program**. Other procedures are described on page four of this publication and at www.IRS.gov.

Collection Due Process (CDP) is available if you receive one of the following notices:

- *Notice of Federal Tax Lien Filing and Your Right to a Hearing under IRC 6320*
- *Final Notice - Notice of Intent to Levy and Notice of Your Right to a Hearing*
- *Notice of Jeopardy Levy and Right of Appeal*
- *Notice of Levy on Your State Tax Refund – Notice of Your Right to a Hearing*
- *Notice of Levy and Notice of Right to a Hearing with respect to a Disqualified Employment Tax Levy*

Collection Appeals Program (CAP) is available for the following actions:

- *Before or after the IRS files a Notice of Federal Tax Lien*
- *Before or after the IRS levies or seizes your property*
- *Termination, or proposed termination, of an installment agreement*
- *Rejection of an installment agreement*

CAP is generally quicker and is available for a broader range of collection actions. However, you cannot go to court if you disagree with the CAP decision. CAP procedures are described on pages three and four of this publication.

You may represent yourself at CDP, CAP and other Appeals proceedings. Or, you may be represented by an attorney, certified public accountant, or a person enrolled to practice before the IRS. Also, you may be represented by a member of your immediate family, or in the case of a business, by regular full-time employees, general partners or bona fide officers.

A Low Income Tax Clinic (LITC) may represent you if you qualify. Most LITCs provide representation before the IRS or in court on audits, tax collection disputes, and other issues for free or for a small fee. Some clinics can provide multilingual information about taxpayer rights and responsibilities. Publication 4134, *Low Income Taxpayer Clinic List*, provides information on clinics in your area and is available at your local IRS office, by calling 1-800-829-3676, or from www.IRS.gov.

If you want your representative to contact us or appear without you and to receive and inspect confidential material, you must file a properly completed Form 2848, *Power of Attorney and Declaration of Representative*. You may also authorize an individual to receive or inspect confidential material but not represent you before the IRS, by filing a Form 8821, *Tax Information Authorization*. These forms are available at your local IRS office, by calling 1-800-829-3676, or from www.IRS.gov.

HEARING AVAILABLE UNDER COLLECTION DUE PROCESS (CDP)

For Lien and Levy Notices

By law, you have the right to a CDP hearing by Appeals for these collection actions:

- The first time a Notice of Federal Tax Lien is filed for a tax and period.
- Before the first levy on your property for a tax and period.
- After levy on your state tax refund.
- After levy when collection is in jeopardy.

You may contest the CDP determination in the United States Tax Court.

Lien Notice: The IRS is required to notify you the first time a Notice of Federal Tax Lien is filed for each tax and period. The IRS must notify you within 5 business days after the lien filing. This notice may be mailed, given to you, or left at your home or office. You then have 30 days, after that 5-day period, to request a hearing with Appeals. The lien notice you receive will indicate the date this 30-day period expires.

Levy Notice: For each tax and period, the IRS is required to notify you the first time it intends to collect a tax liability by taking your property or rights to property. The IRS does this by issuing you a levy notice. The IRS can't levy or seize your property within 30 days from the date this notice is mailed, given to you, or left at your home or office. During that 30-day period, you may request a hearing with Appeals. There are three exceptions to issuing this notice before levy:

1. When collection of the tax is in jeopardy.
2. When IRS levies your state tax refund.
3. When the criteria for a Disqualified Employment Tax Levy is met.

You may request a hearing after the levy action in these instances.

If your request for a CDP hearing is not timely, you may request an equivalent hearing. To receive an equivalent hearing, your request must be postmarked on or before the end of the one-year period after the date of the levy notice or on or before the end of the one-year period plus 5 business days after the filing date of the Notice of Federal Tax Lien.

How do you request a CDP or equivalent hearing with the Office of Appeals?

Complete Form 12153, *Request for a Collection Due Process or Equivalent Hearing*, or other written request with the same information and send it to the address shown on your lien or levy notice. To request an equivalent hearing, you must check the Equivalent Hearing box on line 6 of Form 12153, or if you don't use Form 12513 write that you want an equivalent hearing if the CDP hearing request is late. If you received both a lien and a levy notice, you may appeal both actions by checking the boxes on line 5 of Form 12153 or if you don't use Form 12153, you may appeal both actions in one written request. You must identify your alternatives to, or your reasons for disagreeing with, the lien filing or the levy action. Alternatives or reasons for disagreeing may include:

- Collection alternatives such as installment agreement or offer in compromise.
- Subordination or discharge of lien.
- Withdrawal of Notice of Federal Tax Lien.
- Appropriate spousal defenses.
- The existence or amount of the tax, but only if you did not receive a notice of deficiency or did not otherwise have an opportunity to dispute the tax liability.
- Collection of the tax liability is causing or will cause an economic or other hardship.

You may not raise an issue that was raised and considered at a prior administrative or judicial hearing, if you, or your representative, participated meaningfully in the prior hearing or proceeding.

Form 12153 is available at your local IRS Office, by calling 1-800-829-3676, or from www.IRS.gov. Include a copy of your lien and/or levy notice. List all taxes and tax periods for which you are requesting a hearing. You are entitled to only one hearing relating to a lien notice and one hearing relating to a levy notice, for each taxable period. In general, the IRS will deny a hearing request that makes arguments identified by the IRS as frivolous or that is made to delay collection.

To preserve your right to go to court, you must request a CDP hearing within the time period provided by law. Your request for a CDP hearing must be sent to the address on the lien or levy notice and postmarked on or before the date shown in the lien notice or on or before the 30th day after the date of the levy notice.

Before you formally appeal a lien or levy notice by sending us Form 12153, you may be able to work out a solution with the Collection office that sent the notice. To do so, call the telephone number on the lien or levy notice and explain to the IRS employee listed on the notice or other representative why you disagree with the action. If a telphone number is not shown on the notice, you can call 1-800-829-1040. This contact, however, does NOT extend the 30-day period to make a written request for a CDP hearing.

What will happen when you request a CDP or equivalent hearing with the Office of Appeals?

After you request a hearing, you may still discuss your concerns with the Collection office that sent the lien or levy notice. If you are able to resolve the issues with that office, you may withdraw your request for a hearing. If you are unable to, or do not choose to, resolve the issues with the Collection office, your case will be forwarded immediately to Appeals.

Appeals will contact you to schedule a conference. Your hearing will consist of an in-person or telephone conference and one or more written or oral communications.

Unless the IRS has reason to believe that collection of the tax is in jeopardy, levy action is not permitted for the subject tax and periods during the 30 days after the levy notice and during the timely requested CDP hearing. Normally, there will be no levy action during the period you have to request a hearing from a lien notice and during the CDP hearing.

If your request for a CDP hearing is timely, the 10-year period the IRS has to collect your taxes will be suspended until the date the determination becomes final or you withdraw your request for a hearing in writing.

At the conclusion of the CDP hearing, Appeals will issue a determination letter. If you don't agree with Appeals' determination, you may request judicial review of the determination by petitioning the United States Tax Court within the time period provided for in the Appeals' determination letter.

Appeals will retain jurisdiction over its determination. You may return to Appeals if you believe that the Collection function did not carry out Appeals' determination as it was stated or if there is a change in your circumstances that affects Appeals' determination. However, you must first try to work with Collection to resolve the problem.

If your request for a CDP hearing is not timely and you request an equivalent hearing, the law does not prohibit collection action and the collection statute is not suspended. Furthermore, you cannot go to court if you disagree with Appeals' decision.

HEARING AVAILABLE UNDER COLLECTION APPEALS PROGRAM (CAP)

For Liens, Levies, Seizures and Installment Agreements

The CAP procedure is available under more circumstances than Collection Due Process (CDP). Unlike CDP, you may not challenge in CAP the existence or amount of your tax liability. You also cannot proceed to court if you don't agree with Appeals' decision in your CAP case. Collection actions you may appeal under CAP are:

Notice of Federal Tax Lien. You may appeal the proposed filing of a Notice of Federal Tax Lien (NFTL) or the actual filing of an NFTL at the first and each subsequent filing of the NFTL. You are entitled to a CDP hearing after the first filing of an NFTL. See the preceding information regarding **Hearing Available under Collection Due Process.** You may also appeal denied requests to withdraw a NFTL, and denied discharges, subordinations, and non-attachments of a lien.

Notice of Levy. You may appeal before or after the IRS places a levy on your wages, bank account or other property. You may also have additional CDP appeal rights. See the preceding information regarding **Hearing Available under Collection Due Process**. Once the levy proceeds have been sent to the IRS, you may also appeal the denial by the IRS of your request to have levied property returned to you.

Seizure of Property. You may appeal before or after the IRS makes a seizure but before the property is sold.

Rejection or Termination of Installment Agreement. You may appeal when the IRS rejects your request for an installment agreement. You may also appeal when the IRS proposes to terminate or terminates your installment agreement.

How do you appeal a lien or levy action if your only collection contact has been a notice or telephone call?

1. Call the IRS at the telephone number shown on your notice. Be prepared to explain which action(s) you disagree with and why you disagree. You must also offer a solution to your tax problem.
2. If you can't reach an agreement with the employee, tell the employee that you want to appeal his or her decision. The employee must honor your request and will refer you to a manager. The manager will either speak with you then or will return your call within 24 hours.
3. Explain to the manager which action(s) you disagree with and why. The manager will make a decision on the case. If you don't agree with the manager's decision, your case will be forwarded to Appeals for review. You do not have to submit the appeal request in writing.

How do you appeal a lien, levy or seizure action if you have been contacted by a Revenue Officer?

1. If you disagree with the decision of the Revenue Officer, you must first request a conference with the Collection manager.
2. If you do not resolve your disagreement with the Collection manager, you may submit a written request for Appeals consideration, preferably by completing Form 9423, *Collection Appeal Request*. This form is available at your local IRS office, by calling 1-800-829-3676, or from www.IRS.gov. Check the action(s) you disagree with and explain why you disagree. You must also offer a solution to resolve your tax problem.
3. Submit the Form 9423 to that Collection office.
4. If you request an appeal after the IRS makes a seizure, you must appeal to the Collection manager within 10 business days after the Notice of Seizure is given to you or left at your home or business.
5. You should let the Revenue Officer or manager know within 2 business days of your conference with the Collection manager if you want to appeal under CAP or the IRS will resume collection action. Your Form 9423 must be postmarked within 3 business days after the date of your conference with the Collection manager in order to prevent the resumption of collection action.

How do you appeal the denial by the IRS of your request to release or return levied or seized property, if you believed the property was wrongfully levied or seized?

1. If you do not agree with the denial of the request to release or return wrongfully levied/seized property or its value, you must first request a conference with the manager of the Advisory Group denying your request.
2. Call the telephone number on the letter denying your request and explain that you want a conference with the Advisory Group manager.
3. If you do not resolve your disagreement with the Advisory Group manager, you must submit a written request for Appeals consideration, preferably on Form 9423, *Collection Appeal Request*. This form is available at your local IRS office, by calling 1-800-829-3676, or from www.IRS.gov. Check the action you disagree with and explain why you disagree.
4. Submit the completed Form 9423 to the Advisory Group office that denied your request to release or return of wrongfully levied/seized property or its value.

How do you appeal the rejection of a proposed installment agreement?

1. Call the telephone number shown on the letter rejecting your proposed installment agreement and explain that you want to appeal the rejection. Your appeal need not be in writing unless the rejection letter was sent by a Revenue Officer, in which case your request for an appeal must be in writing, preferably using Form 9423, *Collection Appeal Request*. While a conference is recommended, you need not have a conference with a Collection manager before appealing the rejection of a proposed installment agreement.

2. Your request for an appeal of the rejection of a proposed installment agreement must be made on or before the 30th day after the date of the rejection letter (the mailing of a written request, including a Form 9423, must be postmarked on or before such day).

How do you appeal the termination of an installment agreement?

1. Call the telephone number shown on the notice that indicates that the IRS intends to terminate your installment agreement. If you are unable to resolve the matter, then explain that you want to appeal the termination. Your appeal need not be in writing unless the notice of intent to terminate your installment agreement was sent by a Revenue Officer, in which case your request for an appeal must be in writing, preferably using Form 9423, *Collection Appeal Request*. While a conference is recommended, you need not have a conference with a Collection manager before appealing the termination of an installment agreement.

2. You will have 76 days from the date of the notice of intent to terminate in which to request an appeal. Unless you appeal within 30 days after the date of the notice, or cure your default of the installment agreement, the installment agreement will terminate automatically on the 46th day after the date of the notice. After the 46th day, and the termination of your agreement, your right to appeal will continue for an additional 30 days. Accordingly, your request must be made on or before the 76th day after the date of the notice of intent to terminate (the mailing of a written request, including a Form 9423, must be postmarked on or before such 76th day).

What will happen when you appeal your case?

Lien, Levy and Seizure: Normally, the IRS will not take any action to collect the tax for the tax periods Appeals is considering, unless the IRS believes the collection of the tax is at risk or you are a business meeting the criteria for a Disqualified Employment Tax Levy.

Installment Agreements: ***IMPORTANT*** **-** The IRS can't levy until 30 days after the rejection or termination of your agreement. If you appeal within the 30-day period, the IRS will be prohibited from levying until your appeal is completed unless the IRS believes the collection of the tax is in jeopardy.

Once Appeals makes a decision regarding your case, that decision is binding on both you and the IRS. You cannot obtain judicial review of Appeals' decision following a CAP hearing.

Note: Providing false information, failure to provide all pertinent information or fraud will void Appeals' decision.

APPEAL OF OTHER COLLECTION ACTIONS

You may also appeal other collection actions:

- Rejected Offer in Compromise
- Proposed Trust Fund Recovery Penalty
- Denied Trust Fund Recovery Penalty Claim
- Denied request to abate penalties (i.e., late payment, late filing, or deposit penalties)

To dispute a penalty in Appeals, follow the protest requirements in Publication 5, *Your Appeal Rights and How To Prepare A Protest If You Don't Agree*. Also, the correspondence you receive on these types of cases will explain where you should send your protest.

Help if you are experiencing economic harm...

If you are experiencing economic harm or are seeking help in resolving a tax problem that has not been resolved through normal channels or believe an IRS system or procedure is not working, as it should, you may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TTD 1-800-829-4059. TAS cannot extend the time you have to request a CDP, equivalent or CAP hearing. The timeframes for requesting these hearings are explained in this publication.

IRS

Publication 1660 (Rev. 06-2011) Catalog Number 14376Z Department of the Treasury - **Internal Revenue Service** www.irs.gov

Summary of Taxpayer Contact

Taxpayer's Name	Taxpayer's ID #
BERNSTEIN FAMILY INVESTMENTS LLLP	26-2124343

The contents of Publication 1, Your Rights as a Taxpayer, and Publication 594, The IRS Collection Process were outlined and discussed with you. This form, along with copies of the publications as appropriate, were provided to you.

In order to determine the appropriate resolution of your case, we need to calculate/verify your ability to pay the tax delinquencies, and ensure that you remain in current compliance with applicable filing and paying requirements. To assist us in doing so, please provide the following information/documents by the date required.

Information/Documents required	Date Required
Bank statements from 1-1-2013 to 3-31-2013	04/16/2013
Funding Sources (line of credit, etc.)	04/16/2013
Personal bank statements from 1-1-2013 to 3-31-2013	04/16/2013
Personal wage statements from 1-1-2013 to 3-31-2013	04/16/2013
List of officers/directors/major shareholders and names of anyone listed on the Corporation's bank signature card. Include their Social Security Number, title, home address and telephone number.	04/16/2013
List of any real property owned by the business / proprietor(s) with mortgage & payoff documentation	04/16/2013
List of Accounts Receivable with address to include current contract jobs and loans. Include an age analysis of each account. If no receivables, include a list of major clients.	04/16/2013
List of vehicles owned by the business and officers with loan documentation and payoff.	04/16/2013
List of machinery, merchandise (inventory) & copies of documents, i.e., Uniform Commercial Codes, showing any encumbrances.	04/16/2013
List of Suppliers	04/16/2013
Copies of documents verifying business expenses, i.e., telephone, insurance, supplies, etc.	04/16/2013
Employment tax deposits are required. Electronic deposit is required and Publication 966 is enclosed for guidance. You must provide proof of timely deposits to the Revenue Officer in the form of a receipt copy.	04/16/2013
Estimated tax payments are required for self-employed individuals.	04/16/2013

Enclosed please find Publications:
Pub 1 - "Your Rights as a Taxpayer"
Pub 594 - "What You Should Know about the IRS Collection Process"

COMPLETE THE 433-A 433-B FORMS AND I WILL REQUIRE PROOF OF MONTHLY INCOME AND EXPENSES 4/16/2013

Notification of consequences of failure to meet the above deadlines: Failure to meet the above deadlines by the specified date(s) may require the IRS to take certain actions, such as issuing a summons, issuing a Notice of Levy, or other actions as specified below.
SUMMONS, AND LEVIES WILL BE ISSUED AS WELL AS POSSIBLE SEIZURE ACTIVITY

Revenue Officer Name	Date	Telephone / Fax Number
MR. D. WEINSTEIN - 6503794	04/03/2013	(954)423-7773 Fax: (954)423-7245

Office Address
7850 S. W. 6TH COURT STOP 5390 PLANTATION, FL 33324-3202000

Estate of Simon Bernstein
Summary of Claims

DOD: 09/13/2012
Date of First Publication of Notice to Creditors: 10/16/2012
End of Creditor Period: 01/16/2013
Last day to file objection to claims: 30 days after timely filing of claim

CLAIM	AMOUNT	DATE FILED	OBJ. FILED	NOTES
William E. Stansbury	"in excess of" $2.5 million	November 6, 2012		
Wells Fargo Bank home equity line Acct. ending 190001	$523,019.85	November 9, 2012		
West Asset Management, Inc. Amex Acct #4006	$34,215.15	January 10, 2013		

IN THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA
IN RE: ESTATE OF SIMON BERNSTEIN, Deceased
CASE NO. 502012CP004391 IZ XXXXSB

DOD: 09/13/2012
Date of First Publication of Notice to Creditors: 10/16/2012
End of Creditor Period: 01/16/2013
Last day to file objection to claims: 30 days after timely filing of claim

Our File No. 11187.006

No.	Creditor	Amount of Debt	NTC Received	Claim Filed	Secured/Unsecured	Objection Filed	Satisfaction Filed
1.	American Pioneer Life Insurance PO Box 13090 Pensacola, FL 3259103090 PO Box 504518 St. Louis, MO 63150-4518	$268.00	12/19/2012 12/20/2012				
2.	Wells Fargo Bank PO Box 660930 Dallas, TX 75266-0930 PO Box 4233 Portland, OR 97208-4233 home equity line ending in 190001	$523,019.85	12/19/2012 12/20/2012	11/09/2012			
3.	American Express PO Box 360001 Ft. Lauderdale, FL 33336-0001 PO Box 297812 Fort Lauderdale, FL 33329-7812 PO Box 297879 Fort Lauderdale, FL 33329-7879	$34,215.15	12/19/2012	01/10/2013			
4.	Chase Card Services PO Box 15298 Wilmington, DE 19850	$???	12/20/2012				
5.	CBIZ Goldstein Lewin PO Box 953152 St. Louis, MO 63195-3152	$1,886.94					

Robert Spallina

From: Ted Bernstein [tbernstein@lifeinsuranceconcepts.com]
Sent: Thursday, February 07, 2013 6:21 PM
To: Robert Spallina
Subject: RE: pls call me

Robert,

I have decided to pay the club as I do not think we are going to be able to get done what I would like to do. Unfortunately, it is going to reduce the assets of the estate this way but I am too busy to fight the fight. Deborah will get a check out to the club by Monday and I will call the club office to let them know.

Ted

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Thursday, February 07, 2013 2:45 PM
To: Ted Bernstein
Subject: RE: pls call me

thx

From: Ted Bernstein [mailto:tbernstein@lifeinsuranceconcepts.com]
Sent: Thursday, February 07, 2013 2:42 PM
To: Robert Spallina
Subject: RE: pls call me

Will do, within 30.

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Thursday, February 07, 2013 2:35 PM
To: Ted Bernstein
Subject: pls call me

Robert L. Spallina, Esq.

TESCHER & SPALLINA, P.A.

Robert Spallina

From: Warren J. Kozlow, Esq. [warrenk@wjkpa.com]
Sent: Thursday, February 07, 2013 5:47 PM
To: Robert Spallina
Cc: Gary Rosner Esq.; Alice Newman Friedman Esq.; Carolyn Feit; Neil Pollack @ St Andrews; Pat Sorensen @ St A CC
Subject: Re: Estate of Bernstein - Lot 781, St. Andrews CC

Thank you.

Warren J. Kozlow, Esq.
WARREN J. KOZLOW, P.A.
Heron Bay Corporate Center
5850 Coral Ridge Drive
Suite 201
Coral Springs, Florida 33076
Tel.: 954-340-2200
Fax: 954-340-2210
Email: warrenk@wjkpa.com

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----- Original Message -----
From: Robert Spallina
To: Warren J. Kozlow, Esq.
Sent: Thursday, February 07, 2013 5:38 PM
Subject: RE: Estate of Bernstein - Lot 781, St. Andrews CC

Already spoke to him. Apparently he has had extensive conversations with the Club regarding the dues and has been trying to get them waived in light of the fact that nobody is using the club as both of his parents are deceased. He will get things paid next week.

From: Warren J. Kozlow, Esq. [mailto:warrenk@wjkpa.com]
Sent: Thursday, February 07, 2013 5:35 PM
To: Robert Spallina
Cc: Neil Pollack @ St Andrews; Carolyn Feit; Gary Rosner Esq.; Alice Newman Friedman Esq.; Pat Sorensen @ St A CC
Subject: Estate of Bernstein - Lot 781, St. Andrews CC

Robert -

This confirms our telephone conversation today, wherein you advised me that you would have Mr. Bernstein's son, who is also the successor trustee to Mrs. Bernstein's trust, and therefore the owner of the Lot, pay the amounts due the POA arising after his father's death. Attached is a "Worksheet" showing that the total amounts due the POA are $3,464.85, which includes 1 hour of my time sorting out this matter today, our phone conversation, and this email. The 4th quarter 2012 and 1st quarter 2013 POA bills would have been sent to the property address, unless the POA had been advised of another mailing address.

The above amounts do not include any amounts that may be due St. Andrews Country Club, Inc. (the Club), who we do not (yet) represent in this matter. I anticipate that you or Mr. Bernstein (the son) will be hearing from the Club (or an attorney representing the Club) in the near future regarding amounts owed to it. Alternatively, if Mr. Bernstein has previously received invoices from the Club (which I think is likely), then he can also pay those now.

Thank you for your prompt attention to this matter.

Warren

Warren J. Kozlow, Esq.
WARREN J. KOZLOW, P.A.
Heron Bay Corporate Center
5850 Coral Ridge Drive
Suite 201
Coral Springs, Florida 33076
Tel.: 954-340-2200
Fax: 954-340-2210
Email: warrenk@wjkpa.com

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west West Asset Management

Fax

To:	Robert Spalding	From:	Debby Carsel
Fax:	561-997-7308	Pages:	31
Phone:	561-997-7008	Date:	1-8-13
Re:		cc:	

See attached communication for additional information

Confidential/Privileged Facsimile Communication

This message is intended only for use by the individual whom it is addressed, and may contain confidential information exempt from disclosure under applicable federal and state law. If the reader of this message is not the intended recipient, or the agent responsible for delivering the message, you are hereby notified that any distribution or copying of this communication is prohibited.

If you have received this communication in error, please notify us immediately by telephone or return the original message to the sender. Thank you.

West Asset Management

1/8/2013

Attn: Robert Spalling
Fax: 561-997-7308

Re: The Estate of: Simon Bernstein
Company: American Express
Account Number: XXXX-XXXX-XXXX-006
West Asset Management Account Number: 220224221
Current Balance: $34215.15

To the person with the authority to pay the decedent's debts from the assets of Simon Bernstein's estate:

Per our telephone discussion, the estate has agreed to pay the Settlement Balance Due listed below as settlement of the Balance Owed.

This settlement offer is contingent upon timely payment. We will honor this offer if:

1. We receive the entire Settlement Balance Due by: 1/31/2013
2. All settlement payment terms are completed by: 1/31/2013

Balance Owed	Settlement Balance Due
$34215.15	$24216.00

Failure to remit timely payment for the Settlement Balance Due may result in further collection action to recover the Balance Owed.

Please call our office at 800-878-1267 to arrange payment by ACH.

Please retain this letter along with your canceled check or card statement, which together will serve as your receipt. If you have any questions, please feel free to call us at 800-878-1267.

Sincerely,

Debbie Carse Account Manager
West Asset Management

A Note About Settling the Decedent's Account

American Express is required to file a form 1099C with the Internal Revenue Service for any cancelled debt of $600.00 or more. Please consult a tax advisor concerning any tax questions.

Be advised, as a family member or third party handling the affairs of the decedent, you are not personally responsible to pay this debt.

West Asset Management

7171 Mercy Rd
Omaha, NE 68106

Date: 1-8-13
Original Creditor: American Express
Reference Number: 220284221
Account Balance: $34,215.15

Attention: This communication is from a debt collector.

Please be advised, this is an attempt to collect a debt. Any information obtained will be used for that purpose.

Any questions pertaining to this matter should be refered to:

West Asset Management, Inc.
7171 Mercy Rd
Omaha, NE 68106

877-658-2796

For quality assurance purposes, incoming and outbound calls may be monitored or recorded.

Federal and state laws prohibit certain methods of debt collection, and require that we treat you fairly. You can stop us from contacting you by writing a letter to us that tells us to stop the contact. Sending such a letter does not make the debt go away if you owe it. Once we receive your letter, we may not contact you again, except to let you know that there won't be any more contact or that we intend to take a specific action.

If you have a complaint about the way we are collecting this debt, please write to West Asset Management, Inc., Attn:
Contact Center, 7171 Mercy Rd., Omaha, NE 68106; or call us toll-free at 1-888-520-3766 between 9:00 a.m. and 5:00 p.m. Eastern Time Monday - Friday.

The Federal Trade Commission enforces the Fair Debt Collection Practices Act (FDCPA). If you have a complaint about the way we are collecting your debt, please contact the FTC online at www.ftc.gov, by telephone at 1-877-FTC-HELP, or by mail at 600 Pennsylvania Avenue NW, Washington, D.C. 20580.

Platinum Card®

SIMON L BERNSTEIN
Closing Date 09/02/12

Account Ending 0-54006

New Balance	**$15,814.09**
Minimum Payment Due	**$2,399.75**
Payment Due Date	**09/27/12**

Late Payment Warning: Your Payment Due Date is 09/27/12. If you pay late, you may have to pay a late fee of up to $35.00 and your Pay Over Time APR may be increased to the Penalty APR of 27.24 %.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges and each month you pay...	You will pay off the Pay Over Time balance shown on this statement in about...	And for the Pay Over Time balance you will pay an estimated total of...
Only the Minimum Payment Due	24 years	$40,854

If you would like information about credit counseling services, call 1-888-733-4139.

See page 2 for important information about your account.

HELP YOURSELF TO SOME
TASTY REWARDS
EARN REWARDS WHEN YOU USE YOUR AMERICAN EXPRESS® CARD TO PAY FOR A GREAT DINNER, A BURGER OR JUST PIZZA WITH FRIENDS.
EXPLORE MORE GREAT PLACES TO USE YOUR CARD AT AMEXNETWORK.COM/WELCOME

Membership Rewards® Points
Available and Pending as of 07/31/12
202,349
For up to date point balance and full program details, visit membershiprewards.com

Account Summary

Pay In Full Portion		
Previous Balance		$2,504.46
Payments/Credits		-$2,504.46
New Charges		+$2,264.75
Fees		+$0.00
New Balance	=	$2,264.75

Pay Over Time Portion		
Previous Balance		$8,444.22
Payments/Credits		-$8,444.22
New Charges		+$13,549.34
Fees		+$0.00
Interest Charged		+$0.00
New Balance	=	$13,549.34
Minimum Due		$135.00

Account Total	
Previous Balance	**$10,948.68**
Payments/Credits	-$10,948.68
New Charges	+$15,814.09
Fees	+$0.00
Interest Charged	+$0.00
New Balance	**$15,814.09**
Minimum Payment Due	**$2,399.75**

Days In Billing Period: 31

Customer Care

Pay by Computer
americanexpress.com/pbc

Customer Care
1-800-525-3355

Pay by Phone
1-800-472-9297

See Page 2 for additional information.

Please fold on the perforation below, detach and return with your payment

Payment Coupon
Do not staple or use paper clips

Pay by Computer
americanexpress.com/pbc

Pay by Phone
1-800-472-9297

Account Ending 0-54006
Enter account number on all documents.
Make check payable to American Express.

SIMON L BERNSTEIN
7020 LIONS HEAD LN
BOCA RATON FL 33496-5931

Payment Due Date
09/27/12

New Balance
$15,814.09

Minimum Payment Due
$2,399.75

☐ Check here if your address or phone number has changed.

AMERICAN EXPRESS
P.O. BOX 650448
DALLAS TX 75265-0448

$_____
Amount Enclosed

Platinum Card®

SIMON L BERNSTEIN
Closing Date 09/02/12

Account Ending 0-54006

Payments and Credits

Summary

	Pay In Full	Pay Over Time ♦	Total
Payments	-$2,504.46	-$8,444.22	-$10,948.68
Credits	$0.00	$0.00	$0.00
Total Payments and Credits	-$2,504.46	-$8,444.22	-$10,948.68

Detail

*Indicates posting date

Payments			Amount
08/23/12*	SIMON L BERNSTEIN	ELECTRONIC PAYMENT RECEIVED-THANK	-$10,948.68

New Charges

Summary

	Pay In Full	Pay Over Time ♦	Total
SIMON L BERNSTEIN 0-54006	$563.75	$2,662.88	$3,226.63
RACHEL WALKER 0-51036	$1,701.00	$10,886.46	$12,587.46
Total New Charges	$2,264.75	$13,549.34	$15,814.09

Detail

♦ - denotes Pay Over Time activity

For more information, visit
americanexpress.com/payovertimeinfo

SIMON L BERNSTEIN
Card Ending 0-54006

		Amount
08/02/12	AIRPORT SHUTTLE INC FT LAUDERDALE FL 9546060760 Description: TRANSPORTATION SERV — Price: $139.50	$139.50 ♦
08/04/12	UNITED AIRLINES FT LAUDERDALE FL UNITED AIRLINES From: FT LAUDERDALE/HOLL — To: KEY WEST INTERNATI — Carrier: UA — Class: 00 N/A — YY — 00 N/A — YY — 00 N/A — YY — 00 Ticket Number: 01626055371290 — Date of Departure: 08/04 Passenger Name: PUCCIO /FIRST CHECKED Document Type: SPECIAL SERVICE TICKET SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$25.00 ♦
08/04/12	A & M SCOOTER OF KEYKEY WEST FL EQUIPMENT RENTAL	$64.50
08/04/12	OLD TOWN TOURS KEY WEST FL 3052923388	$96.75
08/04/12	TROPICAL WAVES 305-292-4073 305-292-4073	$53.75
08/04/12	KEY WEST SUNSET 410-713-9913 410-713-9913	$48.38

Detail Continued ♦ - denotes Pay Over Time activity

		Amount
08/05/12	MANGOES RESTAURANT 8KEY WEST FL RESTAURANT TIP $8.00	$46.16
08/05/12	TIVO INC. TIVO INC. 1-877-367-8486 CA www.tivo.com	$6.95
08/05/12	TIVO INC. TIVO INC. 1-877-367-8486 CA www.tivo.com	$12.95
08/06/12	EXXONMOBIL BOCA RATON FL AUTO FUEL DISPENSER Description GAS/SERVICES	$82.11
08/09/12	WAYFAIR*JOSS AND MAI877-929-3247 1343839731 33432 CROSBY BEACH FLOOR L JEFFAN AWIE ROOM DIV SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$430.90 ♦
08/10/12	AMAZON SERVICES-KIND866-321-8851 WA DIGITAL	$12.99
08/20/12	AMAZON SERVICES-KIND866-321-8851 WA DIGITAL	$12.99
08/21/12	ANGIES LIST SUBSCRIPTION SUBSCRIPTION 8888885478 INDIANAPOLIS IN	$25.00
08/21/12	DRI*MICROSOFT OFFICEHTTP //SUPPOR MN DIRECT MKTG INTERNET SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$107.99 ♦
08/22/12	VITALREMEDYMD VITALRBOCA RATON FL 561-347-6446	$26.80
08/22/12	WAYFAIR*JOSS AND MAI877-929-3247 1334456981 33432 SMALL LAUDERDALE DEC TREE OF LIFE CANDELA LARGE LAUDERDALE DEC ANNOT CANDLE HOLDER SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$489.60 ♦
08/23/12	Montevideo Montevideo UR TRAVEL AGENCY SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$154.00 ♦
08/24/12	JETBLUE AIRWAYS 9010JETBLUE NY JETBLUE AIRWAYS From: / To: / Carrier: / Class: FT LAUDERDALE/HOLL / NASSAU INTERNATION / B6 / H FT LAUDERDALE/HOLL / B6 / S N/A / YY / 00 N/A / YY / 00 Ticket Number: 27921810333915 Date of Departure: 08/31 Passenger Name: BERNSTEIN/SIMON MR Document Type: PASSENGER TICKET SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$474.40 ♦

Platinum Card®

SIMON L BERNSTEIN
Closing Date 09/02/12

Account Ending 0-54006

Detail Continued ♦ - denotes Pay Over Time activity

		Amount
08/24/12	JETBLUE AIRWAYS 9010JETBLUE NY JETBLUE AIRWAYS	$474.40 ♦

From:	To:	Carrier:	Class:
FT LAUDERDALE/HOLL	NASSAU INTERNATION	B6	H
	FT LAUDERDALE/HOLL	B6	S
	N/A	YY	00
	N/A	YY	00

Ticket Number: 27921810333926 Date of Departure: 08/31
PassengerName: PUCCIO/MARITZA MS
Document Type: PASSENGER TICKET
SIGN & TRAVEL® / EXTENDED PAYMENT OPTION

08/24/12	JETBLUE AIRWAYS 9010JETBLUE NY JETBLUE AIRWAYS		$20.00 ♦

From:	To:	Carrier:	Class:
N/A	N/A	YY	00
	N/A	YY	00
	N/A	YY	00
	N/A	YY	00

Ticket Number: 27906113170563 Date of Departure: 08/24
PassengerName: PUCCIO/MARITZA MS
Document Type: ADDITIONAL COLLECTION
SIGN & TRAVEL® / EXTENDED PAYMENT OPTION

08/24/12	JETBLUE AIRWAYS 9010JETBLUE NY JETBLUE AIRWAYS		$20.00 ♦

From:	To:	Carrier:	Class:
N/A	N/A	YY	00
	N/A	YY	00
	N/A	YY	00
	N/A	YY	00

Ticket Number: 27906113170541 Date of Departure: 08/24
PassengerName: BERNSTEIN/SIMON MR
Document Type: ADDITIONAL COLLECTION
SIGN & TRAVEL® / EXTENDED PAYMENT OPTION

08/24/12	JETBLUE AIRWAYS 9010JETBLUE NY JETBLUE AIRWAYS		$20.00 ♦

From:	To:	Carrier:	Class:
N/A	N/A	YY	00
	N/A	YY	00
	N/A	YY	00
	N/A	YY	00

Ticket Number: 27906113170552 Date of Departure: 08/24
PassengerName: PUCCIO/MARITZA MS
Document Type: ADDITIONAL COLLECTION
SIGN & TRAVEL® / EXTENDED PAYMENT OPTION

Detail Continued ♦ - denotes Pay Over Time activity

		Amount
08/24/12	JETBLUE AIRWAYS 9010JETBLUE NY JETBLUE AIRWAYS	$20.00 ♦
	From: To: Carrier: Class: N/A N/A YY 00 N/A YY 00 N/A YY 00 N/A YY 00	
	Ticket Number: 27906113170530 Date of Departure: 08/24 Passenger Name: BERNSTEIN/SIMON MR Document Type: ADDITIONAL COLLECTION SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	
08/24/12	Montevideo Montevideo UR TRAVEL AGENCY SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$287.09 ♦
08/28/12	FLORIDA DEPT OF STATTALLAHASSEE FL 8502456939	$61.25
08/29/12	AMAZON SERVICES-KIND866-321-8851 WA DIGITAL	$13.17

RACHEL WALKER
Card Ending 0-51036

		Amount
08/03/12	ORBITZ MANKATO MN UNITED AIRLINES	$281.60 ♦
	From: To: Carrier: Class: FT LAUDERDALE/HOLL KEY WEST INTERNATI UA K FT LAUDERDALE/HOLL UA U N/A YY 00 N/A YY 00	
	Ticket Number: 01670919152873 Date of Departure: 08/04 Passenger Name: BERNSTEIN/SIMON Document Type: PASSENGER TICKET SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	
08/03/12	ORBITZ MANKATO MN UNITED AIRLINES	$281.60 ♦
	From: To: Carrier: Class: FT LAUDERDALE/HOLL KEY WEST INTERNATI UA K FT LAUDERDALE/HOLL UA U N/A YY 00 N/A YY 00	
	Ticket Number: 01670919152884 Date of Departure: 08/04 Passenger Name: PUCCIO/MARITZA Document Type: PASSENGER TICKET SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	
08/03/12	POSH FRENCH CLEANERS954-427-9988 954-427-9988 SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$102.45 ♦
08/03/12	HOLIDAY CVS, LLC 071BOCA RATON FL DRUG STORE/PHARMACY	$81.59

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SIMON L BERNSTEIN
Closing Date 09/02/12

Account Ending 0-54006

Detail Continued

♦ - denotes Pay Over Time activity

		Amount
08/04/12	ORBITZ MANKATO MN US AIRWAYS INC. From: PROVIDENCE / To: CHARLOTTE / Carrier: US / Class: G To: FT LAUDERDALE/HOLL / Carrier: US / Class: G To: PHILADELPHIA INTER / Carrier: US / Class: R To: PROVIDENCE / Carrier: US / Class: R Ticket Number: 03771159252571 Date of Departure: 08/05 Passenger Name: PARIS/RYAN Document Type: PASSENGER TICKET SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$373.70 ♦
08/04/12	TARGET T1337 1337 DEERFIELD BEACH FL DISCOUNT STORE SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$118.79 ♦
08/05/12	ITUNES MUSICUSA ITUNCUPERTINO CA ITUNES MUSIC STORE	$7.83
08/06/12	WALGREENS #2664 0000BOCA RATON FL 8002892273 Description REFER TO RECEIPT	$51.10
08/06/12	WALGREENS #2664 0000BOCA RATON FL 8002892273 Description REFER TO RECEIPT SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$162.21 ♦
08/06/12	THE GREEN GOURMET DELRAY BEACH FL 561-455-2466 Description FOOD/BEVERAGE	$29.38
08/06/12	CHOPS LOBSTER BAR-BLBOCA RATON FL 404-237-2060 Description FOOD/BEVERAGE SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$227.89 ♦
08/06/12	EXXONMOBIL BOCA RATON FL AUTO FUEL DISPENSER Description GAS/SERVICES	$65.10
08/08/12	I-VOLUTION, INC 818-7181104 CA 8187181104 SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$187.26 ♦
08/08/12	SIRIUSXM.COM/ACCT 877-253-3888 NY SAT RADIO SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$200.55 ♦
08/08/12	NORDSTORM 762 0762 BOCA RATON FL DEPARTMENT STORE Description SLEEPWEAR	$458.77 ♦

Detail Continued ♦ - denotes Pay Over Time activity

		Amount
08/08/12	WALGREENS #2664 0000BOCA RATON FL 8002892273 Description REFER TO RECEIPT	$75.86
08/09/12	PUBLIX #428 00000042BOCA RATON FL 4072415005 Description REFER TO RECEIPT	$12.56
08/09/12	BLOOMINGDALES 002010BOCA RATON FL BLOOMINGDALE'S Description Price CONTEMP CASUAL COLL $148.00 CONTEMP CASUAL COLL $228.00 CONTEMP CASUAL COLL $56.40 CONTEMP CASUAL COLL $228.00 SIGN & TRAVEL* / EXTENDED PAYMENT OPTION	$1,450.51 ♦
08/09/12	PARADIES #91W PALM BEACH FL 5612337802	$21.20
08/11/12	ITUNES MUSICUSA ITUNCUPERTINO CA ITUNES MUSIC STORE	$10.71
08/11/12	ITUNES MUSICUSA ITUNCUPERTINO CA ITUNES MUSIC STORE	$10.02
08/11/12	ITUNES MUSICUSA ITUNCUPERTINO CA ITUNES MUSIC STORE	$13.26
08/11/12	ITUNES MUSICUSA ITUNCUPERTINO CA ITUNES MUSIC STORE	$9.99
08/11/12	ITUNES MUSICUSA ITUNCUPERTINO CA ITUNES MUSIC STORE	$11.01
08/12/12	Fluorescent Palace FLos Angeles CA 8774174551 SIGN & TRAVEL* / EXTENDED PAYMENT OPTION	$559.00 ♦
08/12/12	ITUNES MUSICUSA ITUNCUPERTINO CA ITUNES MUSIC STORE	$10.11
08/13/12	EXPERIAN *FREECRE877-300-2507 CA 877-300-2507	$14.95
08/13/12	PUBLIX #428 00000042BOCA RATON FL 4072415005 Description REFER TO RECEIPT	$13.39
08/13/12	CHEVRON REGENCY CHEVBOCA RATON FL 7726920275 Description Price FUEL/MISCELLANEOUS $15.85	$15.85
08/14/12	WALGREENS #2664 0000BOCA RATON FL 8002892273 Description REFER TO RECEIPT SIGN & TRAVEL* / EXTENDED PAYMENT OPTION	$100.40 ♦
08/15/12	ITUNES MUSICUSA ITUNCUPERTINO CA ITUNES MUSIC STORE	$2.58

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SIMON L BERNSTEIN
Closing Date 09/02/12

Account Ending 0-54006

Detail Continued

♦ - denotes Pay Over Time activity

		Amount
08/15/12	SPORTS AUTHORI003392DELRAY FL 800-6668143 SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$238.43 ♦
08/15/12	EXXONMOBIL BOCA RATON FL AUTO FUEL DISPENSER Description GAS/SERVICES	$63.37
08/16/12	TIPSY SALON SPA & LOBOCA RATON FL BEAUTY/BARBER SHOP SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$295.00 ♦
08/16/12	THE HOME DEPOT 204 BOCA RATON FL 999-999-9999 SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$277.48 ♦
08/16/12	GBS BOCA WEST GBS BOBOCA RATON FL 561-451-8785 SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$100.00 ♦
08/17/12	JETBLUE AIRWAYS 4100TULSA OK JETBLUE AIRWAYS From: N/A — To: N/A — Carrier: YY — Class: 00 N/A — YY — 00 N/A — YY — 00 N/A — YY — 00 Ticket Number: 27906112153581 — Date of Departure: 08/17 Passenger Name: WALKER/RACHEL D Document Type: ADDITIONAL COLLECTION SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$20.00 ♦
08/17/12	JETBLUE AIRWAYS 2104TULSA OK JETBLUE AIRWAYS From: N/A — To: N/A — Carrier: YY — Class: 00 N/A — YY — 00 N/A — YY — 00 N/A — YY — 00 Ticket Number: 27906112155740 — Date of Departure: 08/17 Passenger Name: WALKER/RACHEL DEBORAH Document Type: ADDITIONAL COLLECTION SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$45.00 ♦
08/17/12	JETBLUE AIRWAYS 4100TULSA OK JETBLUE AIRWAYS From: PALM BEACH INTERNA — To: BOSTON LOGAN INTER — Carrier: B6 — Class: B N/A — YY — 00 N/A — YY — 00 N/A — YY — 00 Ticket Number: 27921807034642 — Date of Departure: 08/17 Passenger Name: WALKER/RACHEL DEBORAH Document Type: PASSENGER TICKET SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$284.80 ♦

Detail Continued ♦ - denotes Pay Over Time activity

		Amount
08/18/12	Carey International Washington DC 888-649-3949 Description 2012-08-17 Boston WALKER RACHEL SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$373.53 ♦
08/19/12	ITUNES MUSICUSA ITUNCUPERTINO CA ITUNES MUSIC STORE	$29.41
08/19/12	LIFE TIME FITNESS BOCA RATON FL 00000000000000000033431 SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$990.00 ♦
08/20/12	ORBITZ MANKATO MN JETBLUE AIRWAYS CORPORATI From: BOSTON LOGAN INTER; To: PALM BEACH INTERNA; Carrier: B6; Class: Q N/A; YY; 00 N/A; YY; 00 N/A; YY; 00 Ticket Number: 27970931712640 Date of Departure: 08/20 Passenger Name: WALKER/RACHEL Document Type: PASSENGER TICKET SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$334.80 ♦
08/20/12	JETBLUE AIRWAYS 2104TULSA OK JETBLUE AIRWAYS From: N/A; To: N/A; Carrier: YY; Class: 00 N/A; YY; 00 N/A; YY; 00 N/A; YY; 00 Ticket Number: 27906112571326 Date of Departure: 08/20 Passenger Name: WALKER/RACHEL Document Type: ADDITIONAL COLLECTION SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$45.00 ♦
08/20/12	C & J BUS LINES 1100PORTSMOUTH NH 6034301100 Description: BUS LINES/CHARTER/T; Price: $24.00	$24.00
08/20/12	WALGREENS #4652 0000DELRAY BEACH FL 8002892273 Description REFER TO RECEIPT	$1.84
08/21/12	7-ELEVEN 10454 00071BOCA RATON FL 561-392-6858 Description: GAS/MSC95 32285442; Price: $9.88	$9.88
08/21/12	POSH FRENCH CLEANERS954-427-9988 954-427-9988 SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$132.61 ♦
08/21/12	WALGREENS #4652 0000DELRAY BEACH FL 8002892273	$12.99

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SIMON L BERNSTEIN
Closing Date 09/02/12

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Detail Continued ♦ - denotes Pay Over Time activity

		Amount
08/21/12	GILT GROUPE 877-280-0545 NY 877-280-0545 SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$343.95 ♦
08/21/12	PUBLIX #339 00000033BOCA RATON FL 5619948350 Description REFER TO RECEIPT SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$100.82 ♦
08/21/12	FLORDIA FRENCH CAFE BOCA RATON FL 5613922907	$14.33
08/22/12	ITUNES MUSICUSA ITUNCUPERTINO CA ITUNES MUSIC STORE	$4.99
08/22/12	PUBLIX #072 00000007BOCA RATON FL 5613955515 Description REFER TO RECEIPT SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$205.23 ♦
08/22/12	Z GALLERIE #64 BOCA RATON FL 8133509996 SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$457.20 ♦
08/23/12	WALGREENS #2664 0000BOCA RATON FL 8002892273 Description REFER TO RECEIPT	$72.82
08/23/12	EXXONMOBIL BOCA RATON FL AUTO FUEL DISPENSER Description GAS/SERVICES	$58.76
08/24/12	BLOOMINGDALES 002022BOCA RATON FL BLOOMINGDALE'S Description Price RESTAURANT $7.00	$7.42
08/24/12	WALGREENS #2664 0000BOCA RATON FL 8002892273 Description REFER TO RECEIPT	$79.31
08/24/12	BLOOMINGDALES 002021BOCA RATON FL BLOOMINGDALE'S Description Price GIFT WRAP $10.00	$10.60
08/24/12	BLOOMINGDALES 002001BOCA RATON FL BLOOMINGDALE'S Description Price MENS NECKWEAR $135.00 SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$143.10 ♦
08/24/12	BOCA'S BEST PIZZA BA561-367-7227 USFC33432	$38.94
	[illegible] BOCA RATON FL	$89.01

Detail Continued ♦ -denotes Pay Over Time activity

		Amount
08/25/12	ITUNES MUSICUSA ITUNCUPERTINO CA ITUNES MUSIC STORE	$11.58
08/25/12	THE BLUE ANCHOR 0348DELRAY BEACH FL 561-272-7272 Description FOOD/BEVERAGE	$82.82
08/25/12	GIOVANNI'S PIZZA & SBOCA RATON FL 5618261822 FOOD/BEVERAGE $11.65	$11.65
08/26/12	TARGET T1337 1337 DEERFIELD BEACH FL DISCOUNT STORE SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$162.21 ♦
08/27/12	CHICK-N-CHOP 561-391-8700 USFC33432	$23.29
08/27/12	WALGREENS #2664 0000BOCA RATON FL 8002892273 Description REFER TO RECEIPT SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$116.47 ♦
08/27/12	WALGREENS #2664 0000BOCA RATON FL 8002892273 Description REFER TO RECEIPT	$54.95
08/27/12	PUBLIX #600 00000060BOCA RATON FL 5614172445 Description REFER TO RECEIPT	$19.81
08/27/12	PUBLIX #428 00000042BOCA RATON FL 4072415005 Description REFER TO RECEIPT	$20.31
08/28/12	POSH FRENCH CLEANERS954-427-9988 954-427-9988	$13.71
08/28/12	BEDBATH&BEYOND#0385 BOCA RATON FL 561-620-4721 SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$290.26 ♦
08/28/12	THE GREEN GOURMET DELRAY BEACH FL 561-455-2466 Description FOOD/BEVERAGE	$30.44
08/28/12	WALGREENS #4652 0000DELRAY BEACH FL 8002892273 Description REFER TO RECEIPT	$16.05
08/28/12	DICKS SUNOCO BOCA RATON FL 561-368-4496	$36.43
08/29/12	ITUNES MUSICUSA ITUNCUPERTINO CA ITUNES MUSIC STORE	$40.95

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SIMON L BERNSTEIN
Closing Date 09/02/12

Account Ending 0-64006

Detail Continued ♦ - denotes Pay Over Time activity

		Amount
08/29/12	NEIMN MARCUS ONLINE IRVING TX 1-888-888-4757 Description PATENT ESPADRILLE P SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$448.91 ♦
08/29/12	PUBLIX #126 00000012BOCA RATON FL 8636881188 Description REFER TO RECEIPT	$36.41
08/29/12	GBS BOCA WEST GBS BOBOCA RATON FL 561-451-8785 SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$290.00 ♦
08/29/12	GBS BOCA WEST GBS BOBOCA RATON FL 561-451-8785 SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$109.61 ♦
08/30/12	VIRGIN AMERICA 90000SAN FRANCISCO CA VIRGIN AMERICA From: To: Carrier: Class: N/A N/A YY 00 N/A YY 00 N/A YY 00 N/A YY 00 Ticket Number: 98426015495194 Date of Departure:08/30 Passenger Name: WALKER/RACHEL Document Type: ADDITIONAL COLLECTION SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$25.00 ♦
08/30/12	HOLIDAY CVS, LLC 071BOCA RATON FL DRUG STORE/PHARMACY SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$100.11 ♦
08/30/12	CLEARLYDERM, LLC 561-335-3376 561-335-3376	$28.62
08/30/12	WALGREENS #2664 0000BOCA RATON FL 8002892273 Description REFER TO RECEIPT	$11.02
08/30/12	WALGREENS #2664 0000BOCA RATON FL 8002892273 Description REFER TO RECEIPT SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$193.12 ♦
08/31/12	1-800-FLOWERS.COM 800-468-1141 NY FLORAL PROD	$85.83
08/31/12	NEIMN MARCUS ONLINE IRVING TX 1-888-888-4757 Description MIXED STRIPE SILK T SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$248.09 ♦
	[illegible] SAN FRANCISCO CA	$19.91

Detail Continued

♦ - denotes Pay Over Time activity

		Amount
08/31/12	DEPARTURE PORTLAND OR 503-222-9996 FOOD $33.00 TIP $5.00	$38.00
09/01/12	LIFE TIME MO DUES MONTHLY DUES MONTHLY DUES 888-430-6432	$97.41
09/01/12	RITE AID 5345 RITE APORTLAND OR DRUG STORE/PHARMACY	$13.27
09/01/12	VIRGIN AMERICA ON BOBURLINGAME CA AIRLINE/AIR CARRIER SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$8.00 ♦
09/01/12	VIRGIN AMERICA ON BOBURLINGAME CA AIRLINE/AIR CARRIER SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$3.00 ♦
09/02/12	ITUNES MUSICUSA ITUNCUPERTINO CA ITUNES MUSIC STORE	$34.38

Fees

	Amount
Total Fees for this Period	**$0.00**

Interest Charged

	Amount
Total Interest Charged for this Period	**$0.00**

2012 Fees and Interest Totals Year-to-Date

	Amount
Total Fees in 2012	$0.00
Total Interest in 2012	$2,469.98

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

	Annual Percentage Rate	Balance Subject to Interest Rate	Interest Charge
Sign & Travel/Extended Payment Option	27.24% (v)	$0.00	$0.00
Sign & Travel/Extended Payment Option	15.24% (v)	$0.00	$0.00
Total			**$0.00**

(v) Variable Rate

Jan. 8. 2013 12:48PM

No. 4865 P. 17

Platinum Card®

SIMON L BERNSTEIN
Closing Date 10/02/12

Account Ending 0-54006

New Balance	**$30,925.65**
Minimum Payment Due	**$4,489.41**
Includes the past due amount of $2,399.75	
Payment Due Date	**10/27/12**

Late Payment Warning: If you do not pay your Minimum Payment Due, you may have to pay an additional late fee of up to $35.00 and your Pay Over Time APR may be increased to the Penalty APR of 27.24%.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges and each month you pay...	You will pay off the Pay Over Time balance shown on this statement in about...	And for the Pay Over Time balance you will pay an estimated total of...
Only the Minimum Payment Due	31 years	$88,277

If you would like information about credit counseling services, call 1-888-733-4139.

See page 2 for important information about your account.

Your account is past due. Please pay **immediately**. Further delinquency will be reported to credit reporting agencies.

See Page 9 for Important Changes to Your Account Terms

See Page 11 for Important Changes to your Platinum Card® benefits

See Page 13 for Important Changes to the Arbitration provision

Membership Rewards® Points
Available and Pending as of 08/31/12
213,297
For up to date point balance and full program details, visit membershiprewards.com

Account Summary

Pay In Full Portion		
Previous Balance		$2,264.75
Payments/Credits		-$0.00
New Charges		+$1,322.66
Fees		+$0.00
New Balance	=	$3,587.41

Pay Over Time Portion		
Previous Balance		$13,549.34
Payments/Credits		-$0.00
New Charges		+$13,290.15
Fees		+$0.00
Interest Charged		+$498.75
New Balance	=	$27,338.24
Minimum Due		$902.00

Account Total	
Previous Balance	**$15,814.09**
Payments/Credits	-$0.00
New Charges	+$14,612.81
Fees	+$0.00
Interest Charged	+$498.75
New Balance	**$30,925.65**
Minimum Payment Due	**$4,489.41**

Days in Billing Period: 30

Customer Care

Pay by Computer
americanexpress.com/pbc

Customer Care	Pay by Phone
1-800-525-3355	1-800-472-9297

See Page 2 for additional information.

Please fold on the perforation below, detach and return with your payment

Payment Coupon
Do not staple or use paper clips

Pay by Computer
americanexpress.com/pbc

Pay by Phone
1-800-472-9297

Account Ending 0-54006
Enter account number on all documents.
Make check payable to American Express.

SIMON L BERNSTEIN
7020 LIONS HEAD LN
BOCA RATON FL 33496-5931

Payment Due Date
10/27/12

New Balance
$30,925.65

Minimum Payment Due
$4,489.41

Check here if your address or phone number has changed.

AMERICAN EXPRESS
P.O. BOX 650448
DALLAS TX 75265-0448

$_____
Amount Enclosed

Platinum Card®

SIMON L BERNSTEIN
Closing Date 10/02/12

Account Ending 0-54006

New Charges

Summary

	Pay In Full	Pay Over Time ♦	Total
SIMON L BERNSTEIN 0-54006	$171.94	$0.00	$171.94
RACHEL WALKER 0-51036	$1,150.72	$13,290.15	$14,440.87
Total New Charges	**$1,322.66**	**$13,290.15**	**$14,612.81**

Detail

♦ - denotes Pay Over Time activity

For more information, visit americanexpress.com/payovertimeinfo

SIMON L BERNSTEIN
Card Ending 0-54006

			Amount
09/03/12	AMAZON SERVICES-KIND866-321-8851 WA DIGITAL		$9.99
09/05/12	TIVO INC. TIVO INC. 1-877-367-8486 CA www.tivo.com		$6.95
09/05/12	TIVO INC. TIVO INC. 1-877-367-8486 CA www.tivo.com		$12.95
09/07/12	OPH OPH BOCA RATON FL 8903 GLADES ROAD BOCA RA FOOD/BEVERAGE TIP	 $18.93 $4.00	$22.93
09/07/12	J ALEXANDERS 000230BOCA RATON FL 561-3479875 FOOD/BEVERAGE TIP	 $45.58 $10.00	$55.58
09/08/12	PRIIP MART 663 00000BOCA RATON FL 5613720435		$63.54

RACHEL WALKER
Card Ending 0-51036

			Amount
09/01/12	THE ORIGINAL REST @ PORTLAND OR 503-505-5000 FOOD TIP	 $56.85 $10.00	$66.85
09/02/12	VIRGIN AMERICA 90000SAN FRANCISCO CA VIRGIN AMERICA		$39.00 ♦

From:	To:	Carrier:	Class:
N/A	N/A	YY	00
	N/A	YY	00
	N/A	YY	00
	N/A	YY	00

Ticket Number: 98406103522786
Passenger Name: WALKER/RACHEL
Document Type: ADDITIONAL COLLECTION
Date of Departure: 09/02
SIGN & TRAVEL® / EXTENDED PAYMENT OPTION

Detail Continued ♦ denotes Pay Over Time activity

		Amount
09/03/12	VIRGIN AMERICA 90000PORTLAND OR VIRGIN AMERICA From: To: Carrier: Class: N/A N/A YY 00 N/A YY 00 N/A YY 00 N/A YY 00 Ticket Number: 98406103541454 Date of Departure: 09/03 Passenger Name: WALKER/RACHEL Document Type: ADDITIONAL COLLECTION SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$39.00 ♦
09/03/12	TACO BELL 0 265819BOCA RATON FL 000-0000000	$11.62
09/03/12	THE NINES PORTLAND PORTLAND OR Arrival Date Departure Date 08/31/12 09/03/12 00000000 LODGING SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$617.39 ♦
09/04/12	TARGET T642 0642 DELRAY BEACH FL DISCOUNT STORE SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$130.72 ♦
09/04/12	HOMEGOODS #367 000008008880776 8008880776 GENERAL MDSE SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$345.34 ♦
09/04/12	CVS 4076 04076 BOCA RATON FL DRUG STORE/PHARMACY	$18.32
09/04/12	BOCA BOX BOCA BOX BOCA RATON FL BUSINESS SERVICE	$45.56
09/04/12	EXXONMOBIL BOCA RATON FL AUTO FUEL DISPENSER Description GAS/SERVICES	$62.11
09/05/12	COSTCO WHSE #0345 008OCA RATON, FL 5619815001 SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$257.87 ♦
09/05/12	WALGREENS #2664 0000BOCA RATON FL 8002892273 Description REFER TO RECEIPT	$26.05
09/05/12	COSTCO WHSE #0345 00BOCA RATON, FL 5619815001 SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$110.00 ♦
09/05/12	GNC #08546 546 BOCA RATON FL MISC FOOD STORE Description MISC FOOD STOR	$19.99
09/06/12	BELZERS HARDWARE 561-395-2120 561-395-2120	$35.17
		$12.71

Platinum Card®

SIMON L BERNSTEIN
Closing Date 10/02/12

Account Ending 0-54006

Detail Continued ♦ - denotes Pay Over Time activity

		Amount
09/06/12	PUBLIX #428 00000042BOCA RATON FL 4072415005 Description REFER TO RECEIPT	$70.33
09/06/12	WALGREENS #2664 0000BOCA RATON FL 8002892273 Description REFER TO RECEIPT	$2.45
09/06/12	TABLE 42 BOCA RATON FL 5618262625 FOOD/BEVERAGE $44.52 TIP $10.00	$54.52
09/07/12	POSH FRENCH CLEANERS954-427-9988 954-427-9988	$25.37
09/07/12	WALGREENS #2664 0000BOCA RATON FL 8002892273 Description REFER TO RECEIPT	$17.74
09/07/12	PUBLIX #428 00000042BOCA RATON FL 4072415005 Description REFER TO RECEIPT	$39.04
09/07/12	TJMAXX #0391 00000038009266299 8009266299 GENERAL MDSE	$48.73
09/07/12	HOLIDAY CVS, LLC 071BOCA RATON FL DRUG STORE/PHARMACY	$62.59
09/08/12	OCEAN LIQUORS 417000BOCA RATON FL 5613387020 Description Price PACKAGE STORE/LIQUO $154.34 SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$154.34 ♦
09/09/12	EXXONMOBIL FORT LAUDERDA FL AUTO FUEL DISPENSER Description GAS/SERVICES	$59.00
09/09/12	EXXONMOBIL FORT LAUDERDA FL 00786286 33308 MERCH SNAK	$32.60
09/10/12	ITUNES MUSICUSA ITUNCUPERTINO CA ITUNES MUSIC STORE	$10.11
09/11/12	CENTER FOR HEALTH & 561-789-9558 561-789-9558 SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$995.00 ♦
09/11/12	PUBLIX #785 00000078BOCA RATON FL 8888888888 Description REFER TO RECEIPT	$66.27

Detail Continued ♦ - denotes Pay Over Time activity

		Amount
09/11/12	PUBLIX #785 00000078BOCA RATON FL 8888888888 Description REFER TO RECEIPT	$56.68
09/11/12	RACK'S BOCA BOCA RATON FL 9542812047	$60.00
09/12/12	A1A AIRPORT & LIMOUSBOCA RATON FL 561-622-2222 Description CHARTER SERVIC SIGN & TRAVEL* / EXTENDED PAYMENT OPTION	$147.39 ♦
09/12/12	LA LUNA BISTRO 88430BOCA RATON FL RESTAURANT TIP $20.00 SIGN & TRAVEL* / EXTENDED PAYMENT OPTION	$116.30 ♦
09/13/12	CVS 7982 07982 BOCA RATON FL DRUG STORE/PHARMACY	$26.81
09/13/12	EXPERIAN *FREECRE877-300-2507 CA 877-300-2507	$14.95
09/13/12	A1A AIRPORT & LIMOUSBOCA RATON FL 561-622-2222 Description CHARTER SERVIC	$87.48
09/13/12	DICKS SUNOCO BOCA RATON FL 561-368-4496	$37.94
09/14/12	THE GARDENS BOCA RATON FL 800-673-1604 Description FUNERAL SERVIC SIGN & TRAVEL* / EXTENDED PAYMENT OPTION	$2,500.00 ♦
09/15/12	LOCKSMITH OHALLANDALE FL 3058966664 SIGN & TRAVEL* / EXTENDED PAYMENT OPTION	$990.00 ♦
09/15/12	BOCA RATON FUNERAL H561-852-4332 561-852-4332 SIGN & TRAVEL* / EXTENDED PAYMENT OPTION	$6,345.00 ♦
09/21/12	ITUNES MUSICUSA ITUNCUPERTINO CA ITUNES MUSIC STORE	$1.98
09/23/12	JETBLUE AIRWAYS 4100TULSA OK JETBLUE AIRWAYS From: N/A To: N/A Carrier: YY Class: 00 N/A YY 00 N/A YY 00 N/A YY 00 Ticket Number: 27906117424301 Date of Departure: 09/23 Passenger Name: WALKER/RACHEL Document Type: ADDITIONAL COLLECTION SIGN & TRAVEL* / EXTENDED PAYMENT OPTION	$50.00 ♦
	ITUNES MUSICUSA ITUNCUPERTINO CA	$10.11

Platinum Card®

SIMON L BERNSTEIN
Closing Date 10/02/12

Account Ending 0-54006

Detail Continued ♦ - denotes Pay Over Time activity

		Amount
09/25/12	7-ELEVEN 10454 00071BOCA RATON FL 561-392-6858 Description / Price GAS/MSC95 43575442 / $47.64	$47.64
09/29/12	ITUNES MUSICUSA ITUNCUPERTINO CA ITUNES MUSIC STORE	$20.00
09/30/12	JETBLUE AIRWAYS 4100TULSA OK JETBLUE AIRWAYS From: PALM BEACH INTERNA / To: BOSTON LOGAN INTER / Carrier: B6 / Class: B N/A / YY / 00 N/A / YY / 00 N/A / YY / 00 Ticket Number: 27921826610783 / Date of Departure: 09/30 Passenger Name: WALKER/RACHEL MISS Document Type: PASSENGER TICKET SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$287.80 ♦
09/30/12	JETBLUE AIRWAYS 4100TULSA OK JETBLUE AIRWAYS From: PALM BEACH INTERNA / To: BOSTON LOGAN INTER / Carrier: B6 / Class: B N/A / YY / 00 N/A / YY / 00 N/A / YY / 00 Ticket Number: 27921826703076 / Date of Departure: 10/01 Passenger Name: WALKER/RACHEL MISS Document Type: PASSENGER TICKET SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$100.00 ♦
09/30/12	JETBLUE AIRWAYS 4100TULSA OK JETBLUE AIRWAYS From: N/A / To: N/A / Carrier: YY / Class: 00 N/A / YY / 00 N/A / YY / 00 N/A / YY / 00 Ticket Number: 27906118391163 / Date of Departure: 09/30 Passenger Name: WALKER/RACHEL MISS Document Type: ADDITIONAL COLLECTION SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$45.00 ♦
09/30/12	JETBLUE AIRWAYS 4100TULSA OK JETBLUE AIRWAYS From: N/A / To: N/A / Carrier: YY / Class: 00 N/A / YY / 00 N/A / YY / 00 N/A / YY / 00 Ticket Number: 27906118391141 / Date of Departure: 09/30 Passenger Name: WALKER/RACHEL M Document Type: ADDITIONAL COLLECTION SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$20.00 ♦

Fees

	Amount
Total Fees for this Period	**$0.00**

Interest Charged

		Amount
10/02/12	Interest Charge on Pay Over Time Purchases	$498.75
Total Interest Charged for this Period		**$498.75**

2012 Fees and Interest Totals Year-to-Date

	Amount
Total Fees in 2012	$0.00
Total Interest in 2012	$2,968.73

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

	Annual Percentage Rate	Balance Subject to Interest Rate	Interest Charge
Sign & Travel/Extended Payment Option	27.24% (v)	$22,206.94	$496.99
Sign & Travel/Extended Payment Option	15.24% (v)	$140.34	$1.76
Total			**$498.75**

(v) Variable Rate

Important Notice

Information on Pay Over Time Features

You may have access to one or more Pay Over Time Features as part of your Card account. The following are the current Annual Percentage Rates (APRs) for Pay Over Time Features. (v) indicates variable rate.

Please refer to page 2 for further important information regarding your account

For Select & Pay Later, the APR is 27.24% (v).

For Sign & Travel, the APR is 27.24% (v).

AMERICAN EXPRESS Platinum Card®

SIMON L BERNSTEIN
Closing Date 11/02/12

Account Ending 0-54006

New Balance	**$33,427.64**
Minimum Payment Due	**$5,986.95**
Includes the past due amount of $4,489.41	
Payment Due Date	**11/27/12**

Late Payment Warning: If you do not pay your Minimum Payment Due, you may have to pay a late fee of up to $35.00 and your Pay Over Time APR may be increased to the Penalty APR of 27.24%.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges and each month you pay...	You will pay off the Pay Over Time balance shown on this statement in about...	And for the Pay Over Time balance you will pay an estimated total of...
Only the Minimum Payment Due	32 years	$92,630

If you would like information about credit counseling services, call 1-888-733-4139.

See page 2 for important information about your account.

WARNING: Your account is seriously past due. Please pay **immediately.** Continued delinquency negatively impacts your credit report and score.

See Page 7 for Important Information About Your Account Including Information regarding benefits underwritten by AMEX Assurance Company.

Your membership will be renewed next month. Please refer to the Renewal Notice on **Page 5.**

Membership Rewards® Points
Available and Pending as of 09/30/12
229,111
For up to date point balance and full program details, visit **membershiprewards.com**

Account Summary

Pay In Full Portion		
Previous Balance		$3,587.41
Payments/Credits		-$0.00
New Charges		+$497.54
Fees		+$60.00
New Balance	=	$4,144.95

Pay Over Time Portion		
Previous Balance		$27,338.24
Payments/Credits		-$0.00
New Charges		+$1,290.37
Fees		+$0.00
Interest Charged		+$654.08
New Balance	=	$29,282.69
Minimum Due		$1,842.00

Account Total	
Previous Balance	**$30,925.65**
Payments/Credits	-$0.00
New Charges	+$1,787.91
Fees	+$60.00
Interest Charged	+$654.08
New Balance	**$33,427.64**
Minimum Payment Due	**$5,986.95**

Days in Billing Period: 31

Customer Care

Pay by Computer
americanexpress.com/pbc

Customer Care
1-800-525-3355

Pay by Phone
1-800-472-9297

See Page 2 for additional information.

Please fold on the perforation below, detach and return with your payment

Payment Coupon
Do not staple or use paper clips

Pay by Computer
americanexpress.com/pbc

Pay by Phone
1-800-472-9297

Account Ending 0-54006
Enter account number on all documents.
Make check payable to American Express.

SIMON L BERNSTEIN
7020 LIONS HEAD LN
BOCA RATON FL 33496-5931

Payment Due Date
11/27/12

New Balance
$33,427.64

Minimum Payment Due
$5,986.95

Check here if your address or phone number has changed. Note changes on reverse side.

AMERICAN EXPRESS
P.O. BOX 650448
DALLAS TX 75265-0448

$_____
Amount Enclosed

Jan. 8. 2013 12:49PM No. 4865 P. 25

AMERICAN EXPRESS Platinum Card

SIMON L BERNSTEIN
Closing Date 11/02/12

Account Ending 0-54006

New Charges

Summary

	Pay In Full	Pay Over Time ♦	Total
SIMON L BERNSTEIN 0-54006	$19.90	$0.00	$19.90
RACHEL WALKER 0-51036	$477.64	$1,290.37	$1,768.01
Total New Charges	**$497.54**	**$1,290.37**	**$1,787.91**

Detail

♦ - denotes Pay Over Time activity

For more information, visit americanexpress.com/payovertimeinfo

SIMON L BERNSTEIN
Card Ending 0-54006

			Amount
10/04/12	TIVO INC. TIVO INC. 1-877-367-8486 www.tivo.com	CA	$6.95
10/04/12	TIVO INC. TIVO INC. 1-877-367-8486 www.tivo.com	CA	$12.95

RACHEL WALKER
Card Ending 0-51036

			Amount
10/02/12	WALGREENS #10940 000MIDDLETON 8002892273 Description REFER TO RECEIPT SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	MA	$140.02 ♦
10/03/12	HOPE & OLIVE 6500000GREENFIELD 4137743150	MA	$94.17
10/04/12	BOOTLEGGERS 20070 GREENFIELD SHOE STORE Description SHOES/ACCESSOR	MA	$79.99
10/05/12	ITUNES MUSICUSA ITUNCUPERTINO ITUNES MUSIC STORE	CA	$2.58
10/06/12	JETBLUE AIRWAYS 9010JETBLUE JETBLUE AIRWAYS From: HARTFORD BRADLEY I To: PALM BEACH INTERNA Carrier: B6 Class: L N/A YY 00 N/A YY 00 N/A YY 00 Ticket Number: 27921829693535 Date of Departure: 10/06 PassengerName: WALKER/RACHEL MISS Document Type: PASSENGER TICKET SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	NY	$239.80 ♦
10/07/12	DUFFYS SPORT GRILL ODELRAY BEACH 561-276-3332 Description FOOD/BEVERAGE	FL	$47.74
10/07/12	CROWN WINE & LIQUOR BOCA RATON 954-763-6831	FL	$21.18

Continued on reverse

Detail Continued

♦ - denotes Pay Over Time activity

		Amount
10/10/12	ITUNES MUSICUSA ITUNCUPERTINO CA ITUNES MUSIC STORE	$11.28
10/13/12	EXPERIAN *FREECRE877-300-2507 CA 877-300-2507	$14.95
10/16/12	FLORIDA POWER & LIGH800-226-3545 FL 800-226-3545 SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$279.72 ♦
10/18/12	PUBLIX #600 00000060BOCA RATON FL 5614172445 Description REFER TO RECEIPT SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$202.11 ♦
10/20/12	ITUNES MUSICUSA ITUNCUPERTINO CA ITUNES MUSIC STORE	$1.29
10/23/12	PUBLIX #651 00000065WEST PALM BEA FL 5617996802 Description REFER TO RECEIPT	$44.47
10/25/12	ORBITZ MANKATO MN US AIRWAYS INC.	$150.00 ♦

From:	To:	Carrier:	Class:
FT LAUDERDALE/HOLL	PHILADELPHIA INTER	US	R
	PROVIDENCE	US	R
	PHILADELPHIA INTER	US	E
	PALM BEACH INTERNA	US	E

Ticket Number: 03771162009156 Date of Departure: 11/02
Passenger Name: WALKER/RACHEL
Document Type: PASSENGER TICKET
SIGN & TRAVEL® / EXTENDED PAYMENT OPTION

10/25/12	ITUNES MUSICUSA ITUNCUPERTINO CA ITUNES MUSIC STORE	$2.58
10/25/12	GIOVANNI'S PIZZA & SBOCA RATON FL 5618261822 FOOD/BEVERAGE $33.63	$33.63
10/25/12	SUNOCO 0091015800 WEST PALM BEA FL AUTO FUEL DISPENSER	$26.10
10/30/12	TIPSY SALON SPA & LOBOCA RATON FL BEAUTY/BARBER SHOP SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$148.72 ♦
11/01/12	A1A AIRPORT & LIMOUSBOCA RATON FL 561-622-2222 Description CHARTER SERVICE	$97.68
11/01/12	TIPSY SALON SPA & LOBOCA RATON FL BEAUTY/BARBER SHOP SIGN & TRAVEL® / EXTENDED PAYMENT OPTION	$130.00 ♦

Fees

			Amount
10/22/12	SIMON L BERNSTEIN	50 Day Late Payment Fee	$25.00

Jan. 8. 2013 12:50PM No. 4865 P. 27

AMERICAN EXPRESS Platinum Card

SIMON L BERNSTEIN
Closing Date 11/02/12

Account Ending 0-54006

Fees Continued

			Amount
11/02/12	SIMON L BERNSTEIN	60 Day Late Payment Fee	$35.00
Total Fees for this Period			**$60.00**

Interest Charged

		Amount
11/02/12	Interest Charge on Pay Over Time Purchases	$654.08
Total Interest Charged for this Period		**$654.08**

2012 Fees and Interest Totals Year-to-Date

	Amount
Total Fees in 2012	$60.00
Total Interest in 2012	$3,622.81

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

	Annual Percentage Rate	Balance Subject to Interest Rate	Interest Charge
Sign & Travel/Extended Payment Option	27.24% (v)	$28,203.54	$652.24
Sign & Travel/Extended Payment Option	15.24% (v)	$142.14	$1.84
Total			**$654.08**

(v) Variable Rate

Important Notice

Renewal Notice

Your Account renews next month. The following terms are in effect when your Account renews, unless we tell you otherwise. Please refer to Page 2 for more information about your Account, including How We Calculate Your Balance, Paying Interest, and Foreign Currency Charges.

Please refer to page 2 for further important information regarding your account

Payment Information: All charges made on this charge card, that are not included in a Pay Over Time balance, are due and payable when you receive your periodic statement.

Annual Membership Fee: The annual membership fee for your Account is $450.00. When you receive the statement in which the annual fee is billed, you can avoid paying the annual fee by calling the Customer Service phone number on Page 2 to cancel your Account.

APR Information: The Annual Percentage Rates (APRs) for each billing period may vary based on the Prime Rate. We use the Prime Rate published in *The Wall Street Journal* 2 days before the Closing Date of the billing period. *The Wall Street Journal* may not publish the Prime Rate on that day. If it does not, we will use the Prime Rate from the previous day it was published.

The Penalty APR will apply to a Feature if you make a late payment or a payment that is returned. If the Penalty APR is applied for either of these reasons, it will apply for at least 6 months. We will review your Account every 6 months after the Penalty APR is applied. The Penalty APR will continue to apply until you have made timely payments with no returned payments during the 6 months being reviewed.

You may have access to one or more Pay Over Time Features on your Account. The following APRs apply to the Features noted as of the Closing Date of this statement.

AMERICAN EXPRESS Platinum Card

SIMON L BERNSTEIN
Closing Date 12/02/12

Account Ending 0-54006

New Balance	**$34,275.15**
Minimum Payment Due	**$6,341.75**
Includes the past due amount of $5,986.95	
Payment Due Date	**12/27/12**

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges and each month you pay...	You will pay off the Pay Over Time balance shown on this statement in about...	And for the Pay Over Time balance you will pay an estimated total of...
Only the Minimum Payment Due	32 years	$94,613

If you would like information about credit counseling services, call 1-888-733-4139.

See page 2 for important information about your account.

Your account is cancelled and is seriously past due. Pay the past due amount **immediately.**

MEMBERSHIP rewards®

Because your payment was received late, you may have forfeited Membership Rewards® points. Please visit our website at **www.americanexpress.com/rewards** or call **1-800-AXP-EARN** (297-3276) for more information or to reinstate points. There is a $35.00 fee for each month of points you want to reinstate.

Membership Rewards® Points
Available and Pending as of 10/31/12
243,725
For up to date point balance and full program details, visit membershiprewards.com

Account Summary

Pay In Full Portion		
Previous Balance		$4,144.95
Payments/Credits		-$0.00
New Charges		+$53.80
Fees		+$0.00
New Balance	=	$4,198.75

Pay Over Time Portion		
Previous Balance		$29,282.69
Payments/Credits		-$0.00
New Charges		+$793.71
Fees		+$0.00
Interest Charged		+$0.00
New Balance	=	$30,076.40
Minimum Due		$2,143.00

Account Total	
Previous Balance	**$33,427.64**
Payments/Credits	-$0.00
New Charges	+$847.51
Fees	+$0.00
Interest Charged	+$0.00
New Balance	**$34,275.15**
Minimum Payment Due	**$6,341.75**

Days in Billing Period: 30

Customer Care

Pay by Computer
americanexpress.com/pbc

Customer Care
1-800-525-3355

Pay by Phone
1-800-472-9297

See Page 2 for additional Information.

Please fold on the perforation below, detach and return with your payment

Payment Coupon
Do not staple or use paper clips

Pay by Computer
americanexpress.com/pbc

Pay by Phone
1-800-472-9297

Account Ending 0-54006
Enter account number on all documents.
Make check payable to American Express.

SIMON L BERNSTEIN
7020 LIONS HEAD LN
BOCA RATON FL 33496-5931

Payment Due Date
12/27/12

New Balance
$34,275.15

Minimum Payment Due
$6,341.75

☐ Check here if your address or phone number has changed. Note changes on reverse side.

AMERICAN EXPRESS
P.O. BOX 650448
DALLAS TX 75265-0448

$_____
Amount Enclosed

AMERICAN EXPRESS Platinum Card

SIMON L BERNSTEIN
Closing Date 12/02/12

Account Ending 0-54006

New Charges

Summary

	Pay In Full	Pay Over Time ♦	Total
RACHEL WALKER 0-51036	$53.80	$793.71	$847.51
Total New Charges	**$53.80**	**$793.71**	**$847.51**

Detail

♦ - denotes Pay Over Time activity

For more information, visit americanexpress.com/payovertimeinfo

RACHEL WALKER
Card Ending 0-51036

			Amount
11/02/12	US AIRWAYS PHOENIX AZ US AIRWAYS From: To: Carrier: Class: N/A N/A YY 00 N/A YY 00 N/A YY 00 N/A YY 00 Ticket Number: 0372490909937 Passenger Name: WALKER/RACHEL Document Type: EXCHANGE ORDER SIGN & TRAVEL® / EXTENDED PAYMENT OPTION		$31.00 ♦
11/02/12	US AIRWAYS FT LAUDERDALE FL US AIRWAYS From: To: Carrier: Class: N/A N/A YY 00 N/A YY 00 N/A YY 00 N/A YY 00 Ticket Number: 0372490909924 Passenger Name: WALKER/RACHEL Document Type: EXCESS BAGGAGE SIGN & TRAVEL® / EXTENDED PAYMENT OPTION		$25.00 ♦
11/02/12	PARADIES BROWARD #8FT LAUDERDALE FL 9543595990		$21.19
11/02/12	615 PHILLADEL SWAROVPHILADELPHIA PA 813-396-3639 Description GIFT ITEMS SIGN & TRAVEL® / EXTENDED PAYMENT OPTION		$167.40 ♦
11/02/12	GAP #659/THE GAP #6SPHILADELPHIA PA FAMILY CLOTHING SIGN & TRAVEL® / EXTENDED PAYMENT OPTION		$416.73 ♦
11/03/12	ITUNES MUSICUSA ITUNCUPERTINO CA ITUNES MUSIC STORE		$32.61
11/04/12	Coonamessett Inn LodFalmouth MA Arrival Date Departure Date 11/02/12 11/04/12 00000000 LODGING SIGN & TRAVEL® / EXTENDED PAYMENT OPTION		$153.58 ♦

AMERICAN EXPRESS Platinum Card®

SIMON L BERNSTEIN
Closing Date 01/02/13

Account Ending 0-54006

New Balance	**$34,215.15**
Minimum Payment Due	**$6,582.75**
Includes the past due amount of $6,281.75	
Payment Due Date	**01/27/13**

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges and each month you pay...	You will pay off the Pay Over Time balance shown on this statement in about...	And for the Pay Over Time balance you will pay an estimated total of...
Only the Minimum Payment Due	32 years	$93,900

If you would like information about credit counseling services, call 1-888-733-4139.

See page 2 for important information about your account.

Your account is cancelled.

Membership Rewards® Points
Available and Pending as of 11/30/12
229,700
For up to date point balance and full program details, visit **membershiprewards.com**

Account Summary

Pay In Full Portion		
Previous Balance		$4,198.75
Payments/Credits		-$60.00
New Charges		+$0.00
Fees		+$0.00
New Balance	=	$4,138.75

Pay Over Time Portion		
Previous Balance		$30,076.40
Payments/Credits		-$0.00
New Charges		+$0.00
Fees		+$0.00
Interest Charged		+$0.00
New Balance	=	$30,076.40
Minimum Due		$2,444.00

Account Total	
Previous Balance	**$34,275.15**
Payments/Credits	-$60.00
New Charges	+$0.00
Fees	+$0.00
Interest Charged	+$0.00
New Balance	**$34,215.15**
Minimum Payment Due	**$6,582.75**

Days In Billing Period: 31

Customer Care

Pay by Computer
americanexpress.com/pbc

Customer Care	Pay by Phone
1-800-525-3355	1-800-472-9297

See Page 2 for additional information.

Please fold on the perforation below, detach and return with your payment

Payment Coupon
Do not staple or use paper clips

Pay by Computer
americanexpress.com/pbc

Pay by Phone
1-800-472-9297

Account Ending 0-54006
Enter account number on all documents.
Make check payable to American Express.

SIMON L BERNSTEIN
7020 LIONS HEAD LN
BOCA RATON FL 33496-5931

Payment Due Date
01/27/13

New Balance
$34,215.15

Minimum Payment Due
$6,582.75

AMERICAN EXPRESS
P.O. BOX 650448
DALLAS TX 75265-0448

$_____
Amount Enclosed

☐ Check here if your address or phone number has changed. Note changes on reverse side.

AMERICAN EXPRESS Platinum Card

SIMON L BERNSTEIN
Closing Date 01/02/13

Account Ending 0-54006

Payments and Credits

Summary

	Pay In Full	Pay Over Time ♦	Total
Payments	$0.00	$0.00	$0.00
Credits	-$60.00	$0.00	-$60.00
Total Payments and Credits	-$60.00	$0.00	-$60.00

Detail

*Indicates posting date

Credits		Amount
12/21/12*	Credit Adjustment for Late Payment Fee	-$25.00
12/21/12*	Credit Adjustment for Late Payment Fee	-$35.00

Fees

	Amount
Total Fees for this Period	$0.00

Interest Charged

	Amount
Total Interest Charged for this Period	$0.00

2013 Fees and Interest Totals Year-to-Date

	Amount
Total Fees In 2013	-$60.00
Total Interest in 2013	$0.00

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

	Annual Percentage Rate	Balance Subject to Interest Rate	Interest Charge
Sign & Travel/Extended Payment Option	27.24% (v)	$0.00	$0.00
Sign & Travel/Extended Payment Option	15.24% (v)	$0.00	$0.00
Total			$0.00

(v) Variable Rate

J.P.Morgan

COLLATERAL AGREEMENT

For value received, and in consideration of one or more loans, letters of credit or other financial accommodations extended by JPMORGAN CHASE BANK, N.A. or any of its subsidiaries or affiliates (the "Bank"), to **Bernstein Family Investments, LLLP and Simon Bernstein** (the "Obligor", and, if more than one, collectively, the "Obligor"), the undersigned and the Bank agree as follows:

1. **Definitions.**

"Account Assets" means all Deposits, Securities, securities entitlements and any other assets held in trust, or in any custody, subcustody, safekeeping, investment management accounts, or other accounts of the undersigned with the Bank or any other custodian, trustee, Intermediary or Clearing System (all of which shall be considered "financial assets" under the UCC).

"Account Control Agreement" means a securities account control agreement or other similar agreement with any Intermediary and shall specifically include any master securities account control agreement among the Bank and any of its affiliates, as amended from time to time.

"Clearing System" means the Depository Trust Company ("DTC"), Cedel Bank, societe anonyme, the Euroclear system and such other clearing or safekeeping system that may from time to time be used in connection with transactions relating to or the custody of any Securities, and any depository for any of the foregoing.

"Collateral" means: (i) the Deposits, Securities and Account Assets that are listed on Exhibit A; (ii) all additions to, and proceeds, renewals, investments, reinvestments and substitutions of, the foregoing, whether or not listed on Exhibit A; and (iii) all certificates, receipts and other instruments evidencing any of the foregoing.

"Deposits" means the deposits of the undersigned with the Bank or with any other Intermediary (whether or not held in trust, or in any custody, subcustody, safekeeping, investment management accounts, or other accounts of the undersigned with the Bank or any other Intermediary).

"Intermediary" means (i) any party acting as a financial intermediary or securities intermediary, including, without limitation, affiliates of the Bank that are parties to any Account Control Agreement from time to time.

"Liabilities" means indebtedness, obligations, and liabilities of any kind of the Obligor or of the undersigned to the Bank, now or in the future, absolute or contingent, direct or indirect, joint or several, due or not due, arising by operation of law or otherwise, and costs and expenses incurred by the Bank in connection with the Collateral, this Agreement or any Liability Document.

Liability Document" means any instrument, agreement or document evidencing, governing, or executed or delivered in connection with the Liabilities.

"Securities" means the stocks, bonds and other instruments and securities, whether or not held in trust or in any custody, subcustody, safekeeping, investment management accounts or other accounts of the undersigned with the Bank or any other Intermediary and securities entitlements with respect to the foregoing.

"UCC" means the Uniform Commercial Code in effect in the State of Ohio. Unless the context otherwise requires, all terms used in this Agreement which are defined in the UCC will have the meanings stated in the UCC.

2. **Grant of Security Interest.**

As security for the payment of all the Liabilities, the undersigned pledges, transfers and assigns to the Bank and grants to the Bank a security interest in and right of setoff against, the Collateral and hereby agrees to be bound by the terms of any Account Control Agreement among the Bank and its affiliates, as amended from time to time.

3. **Agreements of the Undersigned and Rights of the Bank.**

The undersigned agrees as follows and irrevocably authorizes the Bank to exercise the rights listed below with respect to the Collateral, at its option, for its own benefit, either in its own name or in the name of the undersigned, and appoints the Bank as its attorney-in-fact to take all action permitted under this Agreement.

(a) **Deposits:** Upon a Default, the Bank may: (i) renew the Deposits on terms and for periods the Bank deems appropriate; (ii) demand, collect, and receive payment of any monies or proceeds due or to become due under the Deposits; (iii) execute any instruments required for the withdrawal or repayment of the Deposits; and (iv) in all respects deal with the Deposits as the owner.

(b) **Securities:** The Bank may: (i) transfer to the account of the Bank any Securities whether in the possession of, or registered in the name of, any Clearing System or held otherwise; (ii) transfer to the account of the Bank with any Federal Reserve Bank any Securities held in book entry form with any such Federal Reserve Bank; and (iii) transfer to the name of the Bank or its nominee any Securities registered in the name of the undersigned and held by the Bank and complete and deliver any necessary stock powers or other transfer instruments; provided that until the occurrence of a Default, the Bank will only take that action if, in its judgment, failure to take that action would impair its rights under this Agreement or diminish its operational control over Collateral, or if such Securities are held in a custody, investment management or similar account.

The undersigned grants to the Bank an irrevocable proxy to vote any and all Securities and give consents, waivers and ratifications in connection with those Securities upon and after the occurrence of a Default.

All payments, distributions and dividends in securities, property or cash shall be paid directly to and, at the discretion of the Bank, retained by the Bank and held by it, until applied as provided in this Agreement, as additional Collateral; provided that until the occurrence of a Default, interest on Deposits and cash dividends on Securities paid in the ordinary course will be paid to the undersigned.

(c) **General**: The Bank may, in its name, or in the name of the undersigned: (i) execute and file financing statements under the UCC or any other filings or notices necessary or desirable to create, perfect or preserve its security interest, all without notice (except as required by applicable law and not waivable) and without liability except to account for property actually received by it; (ii) upon a Default demand, sue for, collect or receive any money or property at any time payable or receivable on account of or in exchange for, or make any compromise or settlement deemed desirable with respect to, any item of the Collateral (but shall be under no obligation to do so); (iii) make any notification (to the issuer of any certificate or Security, or otherwise, including giving any notice of exclusive control to the Intermediary) or take any other action in connection with the perfection or preservation of its security interest or upon a Default any enforcement of remedies, and retain any documents evidencing the title of the undersigned to any item of the Collateral; and (iv) upon a Default issue entitlement orders with respect to any of the Collateral.

The undersigned agrees that it will not file or permit to be filed any termination statement with respect to the Collateral or any financing or like statement with respect to the Collateral in which the Bank is not named as the sole secured party, consent or be a party to any Account Control Agreement to which the Bank is not also a party or sell, assign, or otherwise dispose of, grant any option with respect to, or pledge, or otherwise encumber the Collateral provided, however, that until the occurrence of a Default, the undersigned may buy, sell and withdraw Collateral subject to the other provisions of this Agreement, including but not limited to, Section 4. At the request of the Bank the undersigned agrees to do all other things which the Bank may deem necessary or advisable in order to perfect and preserve its security interest, perfection and operational control and to give effect to the rights granted to the Bank under this Agreement or enable the Bank to comply with any applicable laws or regulations. Notwithstanding the foregoing, the Bank does not assume any duty with respect to the Collateral and is not required to take any action to

collect, preserve or protect its or the undersigned's rights in any item of the Collateral. The undersigned releases the Bank and agrees to hold the Bank harmless from any claims, causes of action and demands at any time arising with respect to this Agreement, the use or disposition of any item of the Collateral or any action taken or omitted to be taken by the Bank with respect thereto, except in any case where the claim, cause of action or demand results from the gross negligence or willful misconduct of the Bank. The undersigned releases each Intermediary and agrees to hold each Intermediary harmless from any claims, causes of action and demands at any time arising with respect to any instruction made by Bank to any Intermediary purporting to be made under this Agreement or any Account Control Agreement, except in any case where the claim, cause of action or demand results from the gross negligence or willful misconduct of the Bank or the Intermediary, it being understood that no Intermediary shall have any duty to investigate Bank's right to issue any such instruction or any other matter related to any such instruction.

The rights granted to the Bank pursuant to this Agreement are in addition to the rights granted to the Bank in any custody, investment management, trust, Account Control Agreement or similar agreement. In case of conflict between the provisions of this Agreement and of any other such agreement, the provisions of this Agreement will prevail.

4. **Loan Value of the Collateral.**

The undersigned agrees that at all times the amount of the Liabilities may not exceed the aggregate Loan Value of the Collateral. The undersigned will, at the Bank's option, either supplement the Collateral or make, or cause to be made, any payment under the Liabilities to the extent necessary to ensure compliance with this provision or the Bank may liquidate Collateral to the extent necessary to ensure compliance with this provision. "Loan Value" means the value assigned by the Bank from time to time, in its sole reasonable discretion, to each item of the Collateral. The Bank retains the right to determine the eligibility of the Collateral.

5. **Currency Conversion.**

For calculation purposes, any currency or precious metal in which the Collateral is denominated (the "Collateral Currency") will be converted into the currency of the Liabilities (the "Liability Currency") at the spot rate of exchange for the purchase of the Liability Currency with the Collateral Currency quoted by the Bank at such place as the Bank reasonably deems appropriate (or, if no such rate is quoted on any relevant date, estimated by the Bank on the basis of the Bank's last quoted spot rate) or another prevailing rate that the Bank reasonably deems more appropriate.

6. **Representations and Warranties.**

The undersigned represents and warrants that:

(a) this Agreement constitutes the legal, valid and binding obligation of the undersigned, enforceable against the undersigned in accordance with its terms, except as the enforcement hereof and thereof may be limited by bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally and subject to the applicability of general principles of equity;

(b) the execution, delivery and performance by the undersigned of this Agreement and all other documents contemplated hereby, do not and will not (i) conflict with or constitute a breach of, or default under, or require any consent under, or, except as contemplated hereby, result in the creation of any lien, charge or encumbrance upon the property or assets of the undersigned pursuant to any other agreement or instrument to which the undersigned is a party or is bound or by which its properties may be bound or affected; or (ii) violate any provision of any law, rule, regulation (including, without limitation, Regulation U of the Federal Reserve Board), order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to the undersigned;

(c) no consent, approval or authorization of, or registration, declaration or filing with, any governmental authority or other person or entity is required as a condition to or in connection with the due and valid execution, delivery and performance by the undersigned of this Agreement;

(d) there are no actions, suits, investigations or proceedings pending or, to the best of the undersigned's knowledge, threatened at law, in equity, in arbitration or by or before any other authority involving or affecting: (i) the

undersigned that, if adversely determined, are likely to have a material adverse effect on the prospects or condition of the undersigned; (ii) any material part of the assets or properties of the undersigned or any part of the Collateral; or (iii) any of the transactions contemplated in this Agreement. There are currently no material judgments entered against the undersigned and the undersigned is not in default with respect to any judgment, writ, injunction, order, decree or consent of any court or other judicial authority, which default is likely to have or has had a material adverse effect on the prospects or condition of the undersigned;

(e) in the event the undersigned is not an Obligor, in executing and delivering this Agreement the undersigned has (i) without reliance on the Bank or any information received from the Bank and based upon such documents and information it deems appropriate, made an independent investigation of the transactions contemplated hereby and the Obligor, the Obligor's business, assets, operations, prospects and condition, financial or otherwise, and any circumstances which may bear upon such transactions, the Obligor or the obligations and risks undertaken herein with respect to the Liabilities; (ii) adequate means to obtain from the Obligor on a continuing basis information concerning the Obligor and the Bank has no duty to provide to the undersigned any such information; (iii) full and complete access to the Liability Documents and any other documents executed in connection with the Liability Documents; (iv) not relied and will not rely upon any representations or warranties of the Bank not embodied herein or any acts heretofore or hereafter taken by the Bank (including but not limited to any review by the Bank of the affairs of the Obligor), and (v) determined that this Agreement will benefit the undersigned directly or indirectly;

(f) in the event that the undersigned is a partnership, limited liability partnership, corporation or limited liability company, the undersigned also represents and warrants that it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization, and has all requisite power and authority to execute, deliver and perform its obligations under this Agreement;

(g) in the event that the undersigned is a trust, the undersigned also represents and warrants that (i) it is a duly constituted and validly existing trust, (ii) the undersigned has delivered to the Bank a true, complete and accurate copy of the agreement pursuant to which it has been organized and all amendments and modifications thereto, and (iii) the trustees of the undersigned signing this Agreement have the legal capacity and full power and authority to execute, deliver, and perform their obligations under, and to bind the undersigned to perform its obligations under, this Agreement, and to execute and deliver any and all documents and instruments in connection therewith;

(h) the undersigned is the sole owner of the Collateral and the Collateral is free of all encumbrances except for the security interest in favor of the Bank created by this Agreement;

(i) with respect to the Collateral, as to Deposits and Account Assets, the undersigned has not withdrawn, canceled, been repaid or redeemed all or any part of any Deposits or Account Assets other than in compliance with this Agreement and there is no such pending application; and

(j) with respect to the Collateral, as to Securities, the Securities are fully paid and non-assessable, there are no restrictions on pledge of the Securities by the undersigned nor on sale of the Securities by the Bank (whether pursuant to securities laws or regulations or shareholder, lock-up or other similar agreements) and the Securities are fully marketable by the Bank as pledgee, without regard to any holding period, manner of sale, volume limitation, public information or notice requirements.

7. **Default.**

Each of the following is an event of default ("Default"):

(i) any sum payable on any of the Liabilities is not paid when due; (ii) any representation and warranty of the undersigned or any party liable on or for any of the Liabilities (including but not limited to the Obligor, a "Liability Party") in this Agreement or in any Liability Document shall prove to have been incorrect in any material respect when made; (iii) the undersigned or any Liability Party fails to perform or observe any term, covenant, condition or agreement on its part to be performed or observed contained in (a) this Agreement or under any Liability Document or (b) any loan, credit agreement, extension of credit, lease or derivative agreement to which the Bank or any subsidiary or affiliate is a party; (iv) any indebtedness of the undersigned or any Liability Party or interest or premium thereon is not paid when due (whether by scheduled maturity, acceleration, demand or otherwise); (v) the undersigned or any

Liability Party: (a) is generally not, or is unable to, or admits in writing its inability to, pay its debts as its debts become due; (b) makes an assignment for the benefit of creditors, or petitions or applies to any tribunal for the appointment of a custodian, receiver or trustee for its or a substantial part of its assets; (c) commences any proceeding under any law relating to bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation; (d) has any such petition filed, or any such proceeding has been commenced against it, in which an adjudication is made or order for relief is entered or which remains undismissed for a period of 30 days; (e) has a receiver, custodian or trustee appointed for all or a substantial part of its property; or (f) takes any action effectuating, approving or consenting to any of the events described in this section (v); (vi) the undersigned or any Liability Party shall die, dissolve or for any reason cease to be in existence or merge or consolidate, or if there is a change in the direct or indirect beneficial ownership of the undersigned or any Liability Party; (vii) the undersigned or any Liability Party is involved in a proceeding relating to, or which is likely to result in, a forfeiture of all or a substantial part of the undersigned's or any Liability Party's assets or a material judgment is entered against the undersigned or any Liability Party; or (viii) there is, in the opinion of the Bank, a material adverse change in the business, prospects or financial condition of the undersigned or any Liability Party.

8. **Remedies.**

Upon a Default, the Bank will have the rights and remedies under the UCC and the other rights granted to the Bank under this Agreement and may exercise its rights without regard to any premium or penalty from liquidation of any Collateral and without regard to the undersigned's basis or holding period for any Collateral.

The Bank may sell in the State of Ohio, or elsewhere, in one or more sales or parcels, at the price as the Bank deems best, for cash or on credit or for other property, for immediate or future delivery, any item of the Collateral, at any broker's board or at public or private sale, in any reasonable manner permissible under the UCC (except that, to the extent permissible under the UCC, the undersigned waives any requirements of the UCC) and the Bank or anyone else may be the purchaser of the Collateral and hold it free from any claim or right including, without limitation, any equity of redemption of the undersigned, which right the undersigned expressly waives.

The Bank may also, in its sole discretion: (i) convert any part of the Collateral Currency into the Liability Currency; (ii) hold any monies or proceeds representing the Collateral in a cash collateral account in the Liability Currency or other currency that the Bank reasonably selects; (iii) invest such monies or proceeds on behalf of the undersigned; and (iv) apply any portion of the Collateral, first, to all costs and expenses of the Bank, second, to the payment of interest on the Liabilities and any fees or commissions to which the Bank may be entitled, third, to the payment of principal of the Liabilities, whether or not then due, and fourth, to the undersigned.

9. **Expenses.**

The undersigned will pay to the Bank all reasonable costs, expenses (including attorney's fees and legal expenses incurred by the Bank, in connection with the exercise of any of the Bank's rights or obligations under this Agreement or the Liability Documents. The undersigned will take any action requested by the Bank to allow it to sell or dispose of the Collateral. Notwithstanding that the Bank may continue to hold Collateral and regardless of the value of the Collateral, the applicable Liability Party will remain liable for the payment in full of any unpaid balance of the Liabilities.

10. **Jurisdiction.**

To the maximum extent not prohibited by applicable law, the undersigned hereby irrevocably: (i) submits to the jurisdiction of any Ohio State or United States federal court sitting in Ohio over any action or proceeding arising out of this Agreement;(ii) agrees that all claims in respect of such action or proceeding may be held and determined in such Ohio State or federal court; (iii) agrees that any action or proceeding brought against the Bank may be brought only in a Ohio State or United States federal court sitting in Ohio; (iv) consents to the service of process in any such action or proceeding in either of said courts by mailing thereof by the Bank by registered or certified mail, postage prepaid, to the undersigned at its address specified on the signature page hereof, or at the undersigned's most recent mailing address as set forth in the records of the Bank; and (v) waives any defense on the basis of inconvenient forum.

The undersigned agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in any other jurisdiction by suit or proceeding in such state and hereby waives any defense on the basis of an inconvenient forum. Nothing herein shall affect the right of the Bank to serve legal process in any other manner permitted by law or affect the right of the Bank to bring any action or proceeding against the undersigned or its property in the courts of any other jurisdiction.

11. **Waiver of Jury Trial.**

THE UNDERSIGNED AND THE BANK EACH WAIVE ANY RIGHT TO JURY TRIAL.

12. **Notices.**

Unless otherwise agreed in writing, notices may be given to the Bank and the undersigned at their telecopier numbers (confirmed by telephone to their telephone numbers) or addresses listed on the signature page of this Agreement, or such other telecopier (and telephone) number or addresses communicated in writing by either party to the other.

13. **Unconditional Obligations.**

If the undersigned is not an Obligor, the undersigned's obligations under this Agreement are absolute and unconditional irrespective of: (a) any change in the amount, time, manner or place of payment of, or in any other term of, all or any of the Liability Documents or the Liabilities, or any other amendment or waiver of or any consent to departure from any of the terms of any Liability Document or the Liabilities; (b) any release or amendment or waiver of, or consent to departure from, any other guaranty or support document, or any exchange, release or non-perfection of any item of the Collateral, for all or any of the Liability Documents or the Liabilities; (c) any present or future law, regulation or order of any jurisdiction (whether of right or in fact) or of any agency thereof purporting to reduce, amend, restructure or otherwise affect any term of any Liability Document or the Liabilities; (d) without being limited by the foregoing, any lack of validity or enforceability of any Liability Document or the Liabilities; and (e) any other defense, setoff or counterclaim whatsoever (in any case, whether based on contract, tort or any other theory) with respect to the Liability Documents or the transactions contemplated thereby which might constitute a legal or equitable defense available to, or discharge of, the Obligor or a guarantor.

14. **Miscellaneous.**

(a) As used herein, the term undersigned shall include all signatories hereto, if more than one. In such event, the obligations, representations and warranties of the undersigned hereunder shall be joint and several. This Agreement shall be binding on the undersigned and its successors and assigns and shall inure to the benefit of the Bank and its successors and assigns, except that the undersigned may not delegate any of its obligations hereunder without the prior written consent of the Bank.

(b) No amendment or waiver of any provision of this Agreement nor consent to any departure by the undersigned will be effective unless it is in writing and signed by the undersigned and the Bank and will be effective only in that specific instance and for that specific purpose. No failure on the part of the Bank to exercise, and no delay in exercising, any right will operate as a waiver or preclude any other or further exercise or the exercise of any other right.

(c) The rights and remedies in this Agreement are cumulative and not exclusive of any rights and remedies which the Bank may have under law or under other agreements or arrangements with the undersigned or any Liability Party.

(d) The provisions of this Agreement are intended to be severable. If for any reason any provision of this Agreement is not valid or enforceable in whole or in part in any jurisdiction, that provision will, as to that jurisdiction, be ineffective to the extent of that invalidity or unenforceability without in any manner affecting the validity or enforceability in any other jurisdiction or the remaining provisions of this Agreement.

(e) The undersigned hereby waives presentment, notice of dishonor and protest of all instruments included in or evidencing the Liabilities or the Collateral and any other notices and demands, whether or not relating to those instruments.

(f) This Agreement is governed by and construed according to the law of the State of Ohio, without regard to the conflict of laws principles, and with the laws of the United States of America as applicable.

IN WITNESS WHEREOF, the undersigned has signed this Agreement as of this 3rd day of September, 2010.

ACCEPTED:
JPMorgan Chase Bank, N.A.

By:_____
Name: Todd Adelstein
Title: Vice President

Address for notices to the Bank:
JPMorgan Chase Bank, N.A.
1111 Polaris Parkway
Columbus, OH 43240
Attn: Linda LePage
Telecopier: 614-248-3292
Telephone: 614-244-1083

Bernstein Family Investments, LLLP

_____
Simon L. Bernstein, Manager of
The General Partner, Bernstein Holdings, LLC

Address for notices:
C/O Simon Bernstein
7020 Lions Head Lane
Boca Raton, FL 33496
Telecopier:
Telephone: 561-477-9096

EXHIBIT A

DESCRIPTION OF THE COLLATERAL

1. **Deposits**

Type of Deposit (CD, TD, etc.)	Location (NY, IBF-NY, etc.)	Account, Contract or Certificate No.

2. **Stocks, Bonds and Other Instruments and Securities**

Nature of Security or Obligation	Name of Issuer	Number of Units	Certificate Number (if applicable)

3. **All Assets Held or To Be Held in the Following Custody or Subcustody Accounts, Safekeeping Accounts, Investment Management Accounts and/or other account with Intermediary:**

Account Number

W32635000

UCN: 012263117000
Fac ID: 198486526

503821:v1

J.P.Morgan

GRID TIME PROMISSORY NOTE
(LIBOR/OFFERED)

$1,400,000.00 Dated as of August 24, 2010

For value received, **Bernstein Family Investments, LLLP and Simon Bernstein** (together, the "Borrower") hereby promises to pay to the order of JPMorgan Chase Bank, N.A. (the "Bank") for the account of the lending office of the Bank, the principal amount of each loan made by the Bank to the Borrower or, if less, the aggregate unpaid principal amount of all loans made to the Borrower by the Bank and outstanding under this Note (the "Loans"), up to an aggregate principal amount of One Million Four Hundred Thousand Dollars ($1,400,000.00) on the Maturity Date (as defined below) of each such Loan. No Maturity Date may be later than the Expiry Date defined in the most recent line of credit offer letter issued in connection with this Note (the "Final Maturity Date").

The Borrower promises to pay interest on each Interest Payment Date on the unpaid balance of the principal amount of each such Loan from and including the date of such Loan to such Maturity Date at either (i) a fixed rate per annum equal to the Adjusted Libor Rate applicable to such Loan plus 1.70% (such Loan a "Libor Loan"), or (ii) a fixed rate per annum equal to the Offered Rate applicable to such Loan (such Loan an "Offered Rate Loan"). After the occurrence of an Event of Default, principal shall bear interest from and including the date of such Event of Default until paid in full at a rate per annum equal to the Default Rate, such interest to be payable on demand. Interest shall be payable on the relevant Interest Payment Date and shall be calculated on the basis of a year of 360 days for the actual number of days elapsed.

All payments hereunder shall be made in lawful money of the United States and in immediately available funds. Any extension of time for the payment of the principal of this Note resulting from the due date falling on a non-Banking Day shall be included in the computation of interest. The date, amount, type and Maturity Date of, and the interest rate with respect to, each Loan evidenced hereby and all payments of principal thereof shall be recorded by the Bank on its books and, at the discretion of the Bank prior to any transfer of this Note at any other time, may be endorsed by the Bank on a schedule. Any such endorsement shall be conclusive absent manifest error. The Bank may (but shall not be obligated to) debit the amount of any payment under this Note that is not made when due to any deposit account of the Borrower with the Bank. The Borrower waives presentment, notice of dishonor, protest and any other notice or formality with respect to this Note.

This Note does not create, and shall not be construed to create, any contractual or other commitment to lend by the Bank. Each Loan matures on its Maturity Date and the Bank has no commitment to renew any such Loan. This Note is executed and delivered to the Bank to evidence any Loans that the Bank may extend to the Borrower in the Bank's sole discretion.

1. **Definitions**. The terms listed below shall be defined as follows:

"Adjusted Libor Rate" shall mean the Libor Rate for such Loan divided by one minus the Reserve Requirement.

"Banking Day" shall mean any day on which commercial banks are not authorized or required to close in New York City and whenever such day relates to a Libor Loan or notice with respect to any Libor Loan, a day on which dealings in U.S. dollar deposits are also carried out in the London interbank market.

"Default Rate" means a rate per annum equal to a fixed rate of 2% above the rate of interest in effect thereon (including any margin) at the time of default until the Maturity Date thereof and, thereafter, a floating rate of 2% above the Prime Rate.

"Event of Default" means an event described in Section 7.

"Facility Documents" shall mean this Note, any line of credit offer letter and any other documents, instruments, or agreements delivered as security or collateral for, or a guaranty of, the Loans, or in connection with, or as support for, any of the foregoing, whether by the Borrower or a Third Party, and any updates or renewals thereof.

"Fixed Rate Loan" shall mean either a Libor Loan or an Offered Rate Loan.

"Interest Payment Date" shall mean (i) with respect to a Libor Loan, the date one month from the date such Libor Loan is made, and with respect to an Offered Rate Loan, the last Banking Day of each calendar month and on the Maturity Date (and for any Offered Rate Loan with a Maturity Date later than three months after the date such Offered Rate Loan is made, every three months); and (ii) on any payment of principal.

"Libor Rate" shall mean the rate per annum quoted by the Bank at approximately 11:00 a.m. London time (or as soon thereafter as practicable) two Banking Days prior to the first day of such Loan for the offering by the Bank to leading banks in the London interbank market of U.S. dollar deposits having a term comparable to such Loan and in an amount comparable to the principal amount of such Loan.

"Main Office" shall mean the main office of the Bank, currently located at 1111 Polaris Parkway, Columbus, Ohio 43240.

"Maturity Date" shall mean (i) with respect to a Libor Loan, the last day of the period commencing on the date such Libor Loan is made and ending on the numerically corresponding day, one calendar month thereafter, as recorded by the Bank on its books, or if such day is not a Banking Day, then on the immediately succeeding Banking Day, and (ii) with respect to an Offered Rate Loan, the last day of the period commencing on the date such Offered Rate Loan is made and ending on the last day of the period for which such loan is offered, as recorded by the Bank on its books, or if such day is not a Banking Day, then on the immediately succeeding Banking Day; provided that if such Banking Day would fall in the next calendar month, such Maturity Date shall end on the immediately preceding Banking Day; and provided, further, that each such period which commences on the last Banking Day of a calendar month (or on any day for which there is no numerically corresponding day in the appropriate subsequent calendar month) shall end on the last Banking Day of the appropriate calendar month. If the Bank shall not have received notice to the contrary from the Borrower at least three Banking Days prior to the Maturity Date of a Libor Loan, the Bank may renew such Libor Loan as a Libor Loan, provided that no such renewal shall be made if the renewal period is greater than one calendar month. If the Bank shall not have received notice to the contrary from the Borrower at least one (1) Banking Day prior to the Maturity Date of an Offered Rate Loan, the Bank may renew such Loan as a LIBOR Loan having a Maturity Date of one calendar month.

"Offered Rate" means if offered, a rate of interest per year as offered by the Bank from time to time on any single borrowing during the period offered on such Loan. The Offered Rate of interest available for any subsequent borrowings may differ since Offered Rates may fluctuate on a daily basis.

"Prime Rate" shall mean the rate of interest per annum announced from time to time by the Bank as its prime rate. Each change in the Prime Rate shall be effective from and including the date the change is announced as being effective. The Prime Rate is a reference rate and may not be the Bank's lowest rate.

"Regulation D" shall mean Regulation D of the Board of Governors of the Federal Reserve System.

"Regulatory Change" shall mean any change after the date of this Note in United States federal, state or municipal laws or any foreign laws or regulations (including Regulation D) or the adoption or making after such date of any interpretations, directives or requests applying to a class of banks, including the Bank, of or under any United States federal, state or municipal laws or any foreign laws or regulations (whether or not having the force of law) by any court or governmental or monetary authority charged with the interpretation or administration thereof.

"Reserve Requirement" shall mean, for any Libor Loan, the average maximum rate at which reserves (including any marginal, supplemental or emergency reserves) are required to be maintained during the term of such Loan under Regulation D by member banks of the Federal Reserve System in New York City with deposits exceeding one billion U.S. dollars, or as otherwise established by the Board of Governors of the Federal Reserve System and any

other banking authority to which the Bank is subject, against "Eurocurrency liabilities" (as such term is used in Regulation D). Without limiting the effect of the foregoing, the Reserve Requirement shall reflect any other reserves required to be maintained by such member banks by reason of any Regulatory Change against (x) any category of liabilities which includes deposits by reference to which the Libor Rate is to be determined or (y) any category of extensions of credit or other assets which include Libor Loans. The Reserve Requirement shall be adjusted automatically on and as of the effective date of any change in any reserve percentage.

"Third Party" shall mean any party liable with respect to, or otherwise granting support for, this Note, whether by guaranty, subordination, grant of security or otherwise.

2. **Borrowings and Prepayments.** The Borrower shall give the Bank irrevocable notice of each borrowing request by 12:00 noon Eastern time three (3) Banking Days prior to each requested borrowing of a Libor Loan and by 12:00 noon Eastern time on the date of each requested borrowing of an Offered Rate Loan; provided that no Loan shall be in an amount less than $30,000. The Borrower shall have the right to make prepayments of principal at any time or from time to time; provided that: (a) the Borrower shall give the Bank irrevocable notice of each prepayment by 12:00 noon Eastern time three (3) Banking Days prior to prepayment of a Libor Loan, and one (1) Banking Day prior to prepayment of an Offered Rate Loan; (b) Fixed Rate Loans may be prepaid prior to their Maturity Date only if accompanied by payment of the additional compensation calculated in accordance with Section 5 below; (c) all prepayments of Loans shall be in a minimum amount equal to the lesser of $30,000 or the unpaid principal amount of this Note.

3. **Additional Costs.** (a) If as a result of any Regulatory Change which (i) changes the basis of taxation of any amounts payable to the Bank under this Note (other than taxes imposed on the overall net income of the Bank or the lending office by the jurisdictions in which the Main Office of the Bank or the lending office are located) or (ii) imposes or modifies any reserve, special deposit, deposit insurance or assessments, minimum capital, capital ratios or similar requirements relating to any extension of credit or other assets of, or any deposits with or other liabilities of the Bank, or (iii) imposes any other condition affecting this Note, the Bank determines (which determination shall be conclusive absent manifest error) that the cost to it of making or maintaining a Libor Loan is increased or any amount received or receivable by the Bank under this Note is reduced, then the Borrower will pay to the Bank on demand an additional amount that the Bank determines will compensate it for the increased cost or reduction in amount.

(b) Without limiting the effect of the foregoing provisions of this Section 3 (but without duplication), the Borrower shall pay to the Bank from time to time on request such amounts as the Bank may determine to be necessary to compensate the Bank for any costs which it determines are attributable to the maintenance by it or any of its affiliates pursuant to any law or regulation of any jurisdiction or any interpretation, directive or request (whether or not having the force of law and whether in effect on the date of this Note or thereafter) of any court or governmental or monetary authority of capital in respect of the Loans hereunder (such compensation to include, without limitation, an amount equal to any reduction in return on assets or equity of the Bank to a level below that which it could have achieved but for such law, regulation, interpretation, directive or request).

4. **Unavailability, Inadequacy or Illegality of Libor Rate.** Anything herein to the contrary notwithstanding, if the Bank determines (which determination shall be conclusive) that:

(a) quotations of interest rates for the relevant deposits referred to in the definition of Libor Rate are not being provided in the relevant amounts or for the relevant maturities for purposes of determining the rate of interest for a Libor Loan; or

(b) the definition of Libor Rate does not adequately cover the cost to the Bank of making or maintaining a Libor Loan; or

(c) as a result of any Regulatory Change (or any change in the interpretation thereof) adopted after the date hereof, the Main Office of the Bank or the lending office is subject to any taxes, reserves, limitations, or other charges, requirements or restrictions on any claims of such office on non-United States residents (including, without limitation, claims on non-United States offices or affiliates of the Bank) or in respect of the excess above a specified level of such claims; or

(d) it is unlawful for the Bank or the lending office to maintain any Libor Loan at the Libor Rate;

THEN, the Bank shall give the Borrower prompt notice thereof, and so long as such condition remains in effect, any existing Libor Loan shall bear interest at the Prime Rate and the Bank shall make no Libor Loans.

5. **Certain Compensation.** If for any reason there is a principal payment of a Fixed Rate Loan on a date other than its Maturity Date (whether by prepayment, acceleration or otherwise), the Borrower will pay to the Bank such amount or amounts as shall be sufficient (in the reasonable opinion of the Bank) to compensate the Bank for any loss, cost or expense which the Bank determines is attributable to such payment.

6. **Representations.** The Borrower represents and warrants that:

(a) the Facility Documents constitute the legal, valid and binding obligations of the Borrower, enforceable against the Borrower in accordance with their terms, except as the enforcement hereof and thereof may be limited by bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally and subject to the applicability of general principles of equity;

(b) the execution, delivery and performance by the Borrower of the Facility Documents and all other documents contemplated hereby or thereby, and the use of the proceeds of any of the Loans, do not and will not (i) conflict with or constitute a breach of, or default under, or require any consent under, or result in the creation of any lien, charge or encumbrance upon the property or assets of the Borrower pursuant to any other agreement or instrument (other than any pledge of or security interest granted in any collateral pursuant to any Facility Document) to which the Borrower is a party or is bound or by which its properties may be bound or affected; or (ii) violate any provision of any law, rule, regulation (including, without limitation, Regulation U of the Federal Reserve Board), order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to the Borrower;

(c) no consent, approval or authorization of, or registration, declaration or filing with, any governmental authority or other person or entity is required as a condition to or in connection with the due and valid execution, delivery and performance by the Borrower of any Facility Document;

(d) there are no actions, suits, investigations or proceedings pending or, to the best of the Borrower's knowledge, threatened at law, in equity, in arbitration or by or before any other authority involving or affecting: (i) the Borrower that, if adversely determined, are likely to have a material adverse effect on the prospects or condition of the Borrower; (ii) any material part of the assets or properties of the Borrower or any part of the collateral (if any) under any Facility Document; or (iii) any of the transactions contemplated in the Facility Documents. There are currently no material judgments entered against the Borrower and the Borrower is not in default with respect to any judgment, writ, injunction, order, decree or consent of any court or other judicial authority, which default is likely to have or has had a material adverse effect on the prospects or condition of the Borrower;

(e) in the event that the Borrower is a partnership, limited liability partnership, corporation or limited liability company, the Borrower also represents and warrants that it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization, and has all requisite power and authority to execute, deliver and perform its obligations under the Facility Documents; and

(f) in the event that the Borrower is a trust, the Borrower also represents and warrants that (i) it is a duly constituted and validly existing trust, (ii) the Borrower has delivered to the Bank a true, complete and accurate copy of the agreement pursuant to which it has been organized and all amendments and modifications thereto, and (iii) the trustees of the Borrower signing this Note have the legal capacity and full power and authority to execute, deliver, and perform their obligations under, and to bind the Borrower to perform its obligations under, the Facility Documents, and to execute and deliver any and all documents and instruments in connection therewith.

Each borrowing request by the Borrower under this Note shall constitute a representation and warranty that the statements above are true and correct both on the date of such request and on the date of the borrowing. Each borrowing request shall also constitute a representation that no Event of Default has occurred and is continuing or would result from such borrowing.

7. **Events of Default.** If any one or more of the following events shall occur (each an "Event of Default"):

(a) the Borrower shall fail to pay the principal of, or interest on, this Note, or any other amount payable under this Note, as and when due and payable;

(b) any representation or warranty made or deemed made by the Borrower in this Note or by the Borrower or any Third Party in any Facility Document to which it is a party, or in any certificate, document, opinion or financial or other statement furnished under or in connection with a Facility Document, shall prove to have been incorrect in any material respect when made;

(c) the Borrower or any Third Party shall fail to perform or observe any term, covenant or agreement on its part to be performed or observed contained in (i) any Facility Document or (ii) any loan, credit agreement, extension of credit, lease or derivative agreement to which the Bank or any subsidiary or affiliate is a party;

(d) the Borrower or any Third Party shall fail to pay when due any of its indebtedness (including, but not limited to, indebtedness for borrowed money) or any interest or premium thereon when due (whether by scheduled maturity, acceleration, demand or otherwise);

(e) the Borrower or any Third Party: (i) shall generally not, or be unable to, or shall admit in writing its inability to, pay its debts as its debts become due; (ii) shall make an assignment for the benefit of creditors, or petition or apply to any tribunal for the appointment of a custodian, receiver or trustee for its or a substantial part of its assets; (iii) shall commence any proceeding under any law relating to bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation; (iv) shall have had any such petition filed, or any such proceeding shall have been commenced against it, in which an adjudication is made or order for relief is entered or which remains undismissed for a period of 30 days; (v) shall have had a receiver, custodian or trustee appointed for all or a substantial part of its property; or (vi) takes any action effectuating, approving or consenting to any of the events described in clauses (i) through (v);

(f) the Borrower or any Third Party shall be determined or adjudged incompetent or otherwise incapacitated by a court of competent jurisdiction, die, dissolve or for any reason cease to be in existence or shall merge or consolidate, or if there is a change in the direct or indirect beneficial ownership of the Borrower or any Third Party;

(g) the Borrower or any Third Party is involved in a proceeding which is likely to result in a forfeiture of all or a substantial part of the Borrower's or any Third Party's assets or a material judgment is entered against the Borrower or any Third Party;

(h) there is, in the opinion of the Bank, a material adverse change in the business, prospects or financial condition of the Borrower or any Third Party;

(i) any Facility Document granting a security interest at any time and for any reason shall cease to create a valid and perfected first priority security interest in and to the property purported to be subject to the Facility Document or ceases to be in full force and effect or is declared null and void, or the validity or enforceability of any Facility Document is contested by any party to the Facility Document, or such signatory to the Facility Document denies it has any further liability or obligation under the Facility Document;

THEN, the Bank may, by notice to the Borrower, declare the unpaid principal amount of this Note, accrued interest thereon and all other amounts payable under this Note due and payable whereupon the same shall become and be forthwith due and payable without presentment, demand, protest, notice of acceleration or intention to accelerate or further notice of any kind, all of which are hereby expressly waived by the Borrower, provided that in the case of an Event of Default described in clause (e) above, the unpaid principal amount of this Note, accrued interest and other amounts payable under this Note shall be immediately due and payable, provided further that in the case of an Event of Default described in clause (f) above due to the death of the Borrower, (and provided that no other Event of Default has occurred), the Bank shall not accelerate the unpaid principal amount of this Note, accrued interest thereon and other amounts payable under this Note for a period of 60 days, but the Bank shall not make any additional Loans during such 60-day period.

8. **Expenses.** The Borrower agrees to reimburse the Bank on demand for all reasonable costs, expenses and charges (including, without limitation, fees and charges of counsel) in connection with the preparation or modification of the Facility Documents, performance or enforcement of the Facility Documents, or the defense or prosecution of any rights of the Bank pursuant to any Facility Documents.

9. **Jurisdiction.** To the maximum extent not prohibited by applicable law, the Borrower hereby irrevocably: (i) submits to the jurisdiction of any Ohio State or United States federal court sitting in Ohio over any action or proceeding arising out of this Note; (ii) agrees that all claims in respect of such action or proceeding may be held and determined in such Ohio State or federal court; (iii) agrees that any action or proceeding brought against the Bank may be brought only in a Ohio State or United States federal court sitting in Ohio; (iv) consents to the service of process in any such action or proceeding in either of said courts by mailing thereof by the Bank by registered or certified mail, postage prepaid, to the Borrower at its address specified on the signature page hereof, or at the Borrower's most recent mailing address as set forth in the records of the Bank; and (v) waives any defense on the basis of an inconvenient forum.

The Borrower agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in any other jurisdiction by suit or proceeding in such state and hereby waives any defense on the basis

of an inconvenient forum. Nothing herein shall affect the right of the Bank to serve legal process in any other manner permitted by law or affect the right of the Bank to bring any action or proceeding against the Borrower or its property in the courts of any other jurisdiction.

10. **Waiver of Jury Trial.**

THE BORROWER AND THE BANK EACH WAIVE ANY RIGHT TO JURY TRIAL.

11. **Miscellaneous.** (a) The provisions of this Note are intended to be severable. If for any reason any provisions of this Note shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions thereof in any jurisdiction.

(b) No amendment, modification, supplement or waiver of any provision of this Note nor consent to departure by the Borrower therefrom shall be effective unless the same shall be in writing and signed by the Borrower and the Bank, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

(c) No failure on the part of the Bank to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof or preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

(d) As used herein, the term Borrower shall include all signatories hereto, if more than one. In such event, the obligations, representations and warranties of the Borrower hereunder shall be joint and several. This Note shall be binding on the Borrower and its successors and assigns and shall inure to the benefit of the Bank and its successors and assigns, except that the Borrower may not delegate any of its obligations hereunder without the prior written consent of the Bank.

(e) Anything herein to the contrary notwithstanding, the obligations of the Borrower under this Note shall be subject to the limitation that payments of interest shall not be required to the extent that receipt thereof would be contrary to provisions of law applicable to the Bank limiting rates of interest which may be charged or collected by the Bank.

(f) Unless otherwise agreed in writing, notices shall be given to the Bank and the Borrower at their telecopier numbers (confirmed by telephone to their telephone numbers) or addresses set forth in the signature page of this Note, or such other telecopier (and telephone) number or address communicated in writing by either such party to the other. Notices to the Bank shall be effective upon receipt.

(g) The obligations of the Borrower under Sections 3, 5, 8, 9, and 10 hereof shall survive the repayment of the Loans.

(h) Each reference herein to the Bank shall be deemed to include its successors, endorsees, and assigns, in whose favor the provisions hereof shall inure. Each reference herein to the Borrower shall be deemed to include the heirs, executors, administrators, legal representatives, successors and assigns of the Borrower, all of whom shall be bound by the provisions hereof.

12. **Governing Law.** This Note shall be governed by and construed in accordance with the laws of the State of Ohio without regard to the conflict of laws principles, and with the laws of the United States of America as applicable.

Signature Page Follows

Signature page to $1,400,000.00 Grid Time Promissory Note, dated as of September 3, 2010

Address for notices to the Bank:
JPMorgan Chase Bank, N.A.
1111 Polaris Parkway
Columbus, OH 43240
Attn: Linda LePage
Telecopier: 614-248-3292
Telephone: 614-244-1083

Bernstein Family Investments, LLLP

Simon L. Bernstein, Manager of
The General Partner, Bernstein Holdings, LLC

Simon Bernstein

Address for notices:
C/O Simon Bernstein
7020 Lions Head Lane
Boca Raton, FL 33496
Telecopier:
Telephone: 561-477-9096

Bernstein

Inventory - For Shirley's Estate

LLLP Agree

LLCC

Bernstein Family Rerey

Litigation Status on Stanford

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN File No. 502011CP000653XXXX SB

Deceased.

INVENTORY

The undersigned personal representative of the estate of SHIRLEY BERNSTEIN, deceased, who died on December 8, 2010, and whose social security number is XXX-XX-9749, submits this inventory of all the property of the estate, that has come into the hands, possession, control, or knowledge of these personal representatives:

REAL ESTATE IN FLORIDA – Exempt (Protected) Homestead:

Description
NONE

REAL ESTATE IN FLORIDA – Non-Exempt Homestead:

Description	Estimated Fair Market Value
NONE	

(Whether homestead property is exempt from the claims of creditors, whether it is properly devised and whether it is a probate asset may have to be determined by appropriate proceedings.)

OTHER REAL ESTATE IN FLORIDA:

Description	Estimated Fair Market Value
NONE	$
Total Real Estate in Florida – Except Exempt (Protected) Homestead	$

Bar Form No. P-3.0100
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Reviewed October 1, 1998

Estate of Shirley Bernstein
File No. 502011CP000653XXXX SB
INVENTORY

PERSONAL PROPERTY WHEREVER LOCATED:

Description	Estimated Fair Market Value
Furniture, furnishings, household goods and personal effects	$ 25,000.00 (est.)

TOTAL OF ALL PERSONAL PROPERTY AND FLORIDA REAL ESTATE$ $ 25,000.00

All real estate located outside the State of Florida owned by the decedent of which the personal representative is aware, if any, is described on a schedule attached hereto. [If none, so indicate]

NONE

NOTICE: Each residuary beneficiary in a testate estate or heir in an intestate estate has the right to request a written explanation of how the inventory value of any asset was determined, including whether the personal representative obtained an independent appraisal for that asset and from whom the appraisal was obtained. Any other beneficiary may request this information regarding all assets distributed to or proposed to be distributed to that beneficiary.

Under penalties of perjury, I declare that I have read the foregoing, and the facts alleged are true to the best of my knowledge and belief.

Signed on this 29th day of August, 2011.

ROBERT L. SPALLINA, Esq.
Attorney for Personal Representative
Florida Bar No. 497381
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Telephone: (561) 997-7008

SIMON BERNSTEIN, Personal Representative

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Reviewed October 1, 1998

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Inventory was furnished by U.S. certified mail to:

Florida Department of Revenue
5050 W. Tennessee St., Bldg. K
Tallahassee, FL 32399-0100

on this 8 day of Sep, 2011.

TESCHER & SPALLINA, P.A.
Attorneys for the Personal Representative
of the Estate of Shirley Bernstein
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
Telephone: (561) 997-7008

BY: _____
ROBERT L. SPALLINA, ESQ.
Florida Bar No. 497381

Bar Form No. P-3.0100
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Reviewed October 1, 1998

LIMITED LIABILITY COMPANY

OPERATING AGREEMENT

of

BERNSTEIN FAMILY REALTY, LLC

a Florida limited liability company

OPERATING AGREEMENT OF

BERNSTEIN FAMILY REALTY, LLC

This Limited Liability Company Agreement (the "Agreement") is made and entered into as of the ____ day of June, 2008, by and among BERNSTEIN FAMILY REALTY, LLC, a Florida limited liability company (the "Company"); STANFORD TRUST COMPANY, Trustee of the DANIEL BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006, STANFORD TRUST COMPANY, Trustee of the JAKE BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006, and STANFORD TRUST COMPANY, Trustee of the JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006, and any subsequent transferee as the Members ("Members"). The Members are herein sometimes referred to individually as a "Member" and collectively as "Members.

WITNESSETH:

WHEREAS, Articles of Organization for ***BERNSTEIN FAMILY REALTY, LLC*** (the "Company") were filed with the Florida Department of State on June 2, 2008.

WHEREAS, the Members desire to reduce their agreements to writing, to set forth the rights and obligations of the Members and the Manager.

NOW, THEREFORE, the Members and the Company hereby agree as follows:

ARTICLE I

DEFINITIONS

The following terms used in this Agreement shall have the following meanings:

(a) "***Act***" shall mean the Florida Limited Liability Company Act at F.S § 608.401, *et seq* and all amendments to the Act.

(b) "***Articles of Organization***" shall mean the Articles of Organization of ***BERNSTEIN FAMILY REALTY, LLC,*** as filed with the Department of State of Florida on June 2, 2008, and as may be amended from time to time.

(c) "***Capital Contribution***" shall mean any contribution to the capital of the Company in cash or the fair market value of property by a Member whenever made, net of any liabilities secured by such contributed property.

(d) "***Capital Account***" as of any given date shall mean the Capital Contribution to the Company by a Member as adjusted up to such date pursuant to Article VIII.

(e) "***Code***" shall mean the Internal Revenue Code of 1986 or corresponding provisions of subsequent superseding federal revenue laws.

(f) "***Company***" shall refer to ***BERNSTEIN FAMILY REALTY, LLC***, a limited liability company formed under the laws of the State of Florida.

(g) "***Distributable Cash***" shall mean all cash, revenues and funds received by the Company from Company operations, less the sum of the following to the extent paid or set aside by the Company: (i) all principal and interest payments on indebtedness of the Company and all other sums paid to lenders; (ii) all cash expenditures incurred in the normal operation of the Company's business; and (iii) such Reserves as the Managers deem reasonably necessary for the proper operation of the Company's business.

(h) "***Entity***" shall mean any general partnership, limited liability partnership, limited partnership, limited liability limited partnerships, limited liability company, corporation, joint venture, trust, business trust, cooperative, association, foreign trust or foreign business organization.

(i) "***Gifting Member***" shall mean any Member who gifts, bequeaths or otherwise transfers for no consideration (by operation of law or otherwise, except with respect to bankruptcy) all or any part of its Membership Interest.

(j) "***Initial Capital Contribution***" shall mean the initial contribution to the capital of the Company pursuant to this Agreement.

(k) ***"Interest"*** shall mean "Percentage Interest" unless otherwise specifically agreed or in the case of special allocations.

(l) "***Majority Interest***" shall mean the Interests of Members, which in the aggregate exceed 50% of all Interests.

(m) "***Manager***" shall mean one or more managers designated as such pursuant to this Agreement or by subsequent vote of the Members. References to the Manager in the singular or as him, her, it, itself, or other like references shall also, where the context so requires, be deemed to include the plural or the masculine or feminine reference, as the case may be. Any Person may be named a Manager pursuant to this Agreement

(n) "***Member***" shall mean each of the parties who executes a counterpart of this Agreement as a Member and each of the parties who may hereafter become Members. To the extent a Manager has purchased a Membership Interest in the Company, he will have all the rights of a Member with respect to such Membership Interest, and the term "Member" as used herein shall include a Manager to the extent he has purchased such Membership Interest in the Company. If a Person is a Member immediately prior to the purchase or other acquisition by such Person of an Transferee Interest, such Person shall have all the rights of a Member with respect to such purchased or otherwise acquired Membership Interest or Transferee Interest, as the case may be.

(o) "***Membership Interest***" shall mean a Member's entire interest in the Company including such Member's Transferee Interest and, the right to participate in the management of the business and affairs of the Company, including the right to vote on, consent to, or otherwise participate in any decision or action of or by the Members granted pursuant to this Agreement and the Act.

(p) "***Net Income***" and "***Net Losses***" shall mean the income, gain, loss, deductions and credits of the Company in the aggregate or separately stated, as appropriate, determined in accordance with sound accounting principles employed under the cash method of accounting at the close of each fiscal year on the Company's tax return filed for federal income tax purposes.

(q) "***Operating Agreement" (or "Agreement")*** shall mean this Operating Agreement of ***BERNSTEIN FAMILY REALTY, LLC,*** as originally executed and as amended from time to time.

(r) "***Percentage Interest***" shall mean, for any Member, the percentage interest that the Capital Account of the Member bears to the total Capital Accounts of all of the Members of the Company, as set forth at Section 9.1 herein, and Exhibit A, as may be changed from time to time by the unanimous vote of the Members.

(s) "***Person***" shall mean any individual or Entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such "Person" where the context so permits.

(t) "***Reserves***" shall mean funds set aside or amounts allocated to reserves which shall be maintained in amounts reasonably deemed sufficient by the Managers for working capital and to pay taxes, insurance, debt service or other costs or expenses incident to the ownership or operation of the Company's business.

(u) "***Selling Member***" shall mean any Member or Transferee which sells, assigns, pledges, hypothecates or otherwise transfers for consideration all or any portion of its Membership Interest or Transferee Interest.

(v) "***Transferee***" shall be person who has not been admitted by the Company as a Member Partner, but, by virtue of a Transfer of an Interest in the Company to said person, said person is entitled to a pro rata share of one or more of the Company's items of income, losses, credits, and distributions of the Company's assets pursuant to this Agreement and the Act, but said person shall not have, and is not entitled to any right to participate in the management or affairs of the Company, including, the right to vote on, consent to or otherwise participate in any decision of the Members or Manager.

(w) "***Transferring Member***" shall collectively mean a Selling Member and a Gifting Member.

(x) "***Treasury Regulations***" shall include proposed, temporary and final regulations promulgated under the Code.

ARTICLE II

FORMATION OF COMPANY

2.1 ***Organization.***

BERNSTEIN FAMILY REALTY, LLC, has been organized as a Florida limited liability company by executing and delivering the Articles of Organization to the Florida Department of State in accordance with and pursuant to the Act.

2.2 ***Name.***

The name of the Company is ***BERNSTEIN FAMILY REALTY, LLC***, and all business of the Company shall be conducted under that name unless a majority of the Members agree to the filing and use of a fictitious name.

2.3 ***Principal Place of Business.***

The initial principal place of business of the Company shall be 950 Peninsula Corporate Circle, Suite 3010, Boca Raton, Florida 33431. The Company may locate its places of business and registered office at any other place or places as the Manager may deem advisable.

2.4 ***Registered Office and Registered Agent.***

The Company's initial registered office shall be at the office of its registered agent in Florida, and the name of its initial registered agent shall be Donald R. Tescher, 2101 Corporate Blvd., Suite 107, Boca Raton, Florida, 33431. The registered office and registered agent may be changed by filing the address of the new registered office and/or the name of the new registered agent with the Florida Department of State pursuant to the Act.

2.5 ***Term.***

The term of the Company has filed Articles of Organization with the Florida Department of State, and shall have perpetual existence, unless the Company is earlier dissolved in accordance with either the provisions of this Agreement or the Act.

ARTICLE III

BUSINESS OF COMPANY

The business of the Company shall be to engage in management of investments, and closely-held business or real estate ventures, and such lawful activities as are reasonably necessary or useful to the furtherance of the forgoing purpose (the "Business").

ARTICLE IV

NAMES AND ADDRESSES OF MEMBERS

The names and addresses of the Members are listed on Exhibit A attached hereto and incorporated herein, as amended from time to time.

ARTICLE V

RIGHTS AND DUTIES OF MANAGERS

5.1 ***Management.***

5.1.1 ***General.*** The business and affairs of the Company shall be managed by its Managers. The Managers shall direct, manage, and control the business of the Company. Except for situations in which the approval of the Members is expressly required by this Agreement or by nonwaivable provisions of the Act, the Managers shall have exclusive, sole, full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters, and to perform any and all other acts or activities customary or incident to the management of the Company's business. At any time when there is more than one Manager, any one Manager may take any action permitted to be taken by the Managers, unless the approval of more than one of the Managers is expressly required pursuant to this Agreement or the Act. The Managers may create a Board of Directors, and may also appoint individuals with or without titles, including the titles of General Manager, Executive Director, President, Vice President, Treasurer, Secretary, and Assistant Secretary, to act on behalf of the Company with such power and authority as the Managers or Board of Directors may delegate to any such Person.

5.1.2 ***Initial Managers/Designation of Managers/Voting.*** The Members agree that the initial Manager of the Company is SIMON BERNSTEIN. Unless otherwise specifically agreed herein, business decisions of the Company shall be made by said Manager. The Members shall vote their Interests such that only the aforementioned person is Manager of the Company for so long as he is alive and not mentally disabled or incompetent. After proper notice, in the event of death or mental disability or incompetence of the Manager, the Members shall vote on and elect a new Manager.

5.2 ***Certain Powers of Managers.***

Without limiting the generality of Section 5.01, the Manager (or, if more than one Manager, then the Managers) shall have power and authority, on behalf of the Company to do the following:

(a) To acquire or lease property from any Person as the Managers may determine, whether or not such Person is directly or indirectly affiliated or connected with any Manager or Member;

(b) To borrow money for the Company from banks, other lending institutions, the Managers, Members, or affiliates of the Managers or Members on such terms as the Managers deem appropriate, and in connection therewith, to hypothecate, encumber and grant security interests in the assets of the Company to secure repayment of the borrowed sums. No debt shall be contracted or liability incurred by or on behalf of the Company except by the Managers, or to the extent permitted under the Act, by agents or employees of the Company expressly authorized to contract such debt or incur such liability by the Managers;

(c) To purchase liability and other insurance to protect the Company's property and business;

(d) To hold and own Company real and personal properties in the name of the Company;

(e) To invest Company funds in time deposits, short-term governmental obligations, commercial paper or other investments;

(f) To sell or otherwise dispose of all or substantially all of the assets of the Company as part of a single transaction or plan as long as such disposition is not in violation of or a cause of a default under any other agreement to which the Company may be bound;

(g) To execute on behalf of the Company all instruments and documents, including, without limitation, checks; drafts; notes and other negotiable instruments; mortgages or deeds of trust; security agreements; financing statements; documents providing for the acquisition, mortgage or disposition of the Company's property; assignments, bills of sale; leases; and any other instruments or documents necessary to the business of the Company;

(h) To employ accountants, legal counsel, managing agents or other experts to perform services for the Company;

(i) To enter into any and all other agreements on behalf of the Company, in such forms as the Managers may approve; and

(j) To do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business.

Unless authorized to do so by this Agreement or by the Manager of the Company, no attorney-in-fact, employee or other agent of the Company shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable for any purpose. No Member shall have any power or authority to bind the Company unless the Member has been authorized by the Manager to act as an agent of the Company in accordance with the previous sentence.

5.3 ***Liability for Certain Acts.***

Each Manager shall perform his duties as Manager in good faith, in a manner he or she reasonably believes to be in the best interests of the Company, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. A Manager shall not be liable to the Company or to any Member for any loss or damage sustained by the Company or any Member, unless the loss or damage shall have been the result of fraud, deceit, gross negligence, willful misconduct, unlawful acts, or a wrongful taking by the Manager.

5.4 ***No Exclusive Duty to Company.***

A Member or Manager shall not be required to manage the Company as his or her sole and exclusive function and may have other business interests and engage in activities in addition to those relating to the Company. Neither the Company nor any Member shall have any right, by virtue of this Agreement, to share or participate in such other investments or activities of a Manager or to the income or proceeds derived therefrom.

5.5 ***Bank Accounts.***

The Manager may from time to time open bank accounts in, the name of the Company, and the Manager shall be the sole signatory thereon, unless Members owning a Majority Interest determine otherwise.

5.6 ***Indemnity of the Managers, Employees and Other Agents.***

The Company shall, to the maximum extent permitted under the Act, indemnify and make advances for expenses to Managers, its employees, and other agents.

5.7 ***Resignation.***

Any Manager of the Company may resign at any time by giving written notice to the Members of the Company. The resignation of any Manager shall take effect upon receipt of notice thereof or at such later date specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The resignation of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of a Member.

5.8 ***Removal.***

A Manager shall not be subject to removal by vote of the Members except, if at all, pursuant to the provisions of this Agreement, as it may be amended by agreement of all of the Members.

5.9 ***Vacancies.***

To the extent not expressly provided for in Section 5.1.2 "Voting Agreement of Members," and only to said extent, if any: Any vacancy occurring for any reason in the number of Managers of the Company may be filled by the affirmative vote of Members holding a majority of the Percentage Interests present at an election at a meeting of Members called for that purpose or by the Members' unanimous written consent. A Manager elected to fill a vacancy shall be elected for the unexpired term of their predecessor in office and shall hold office until the expiration of such term and until their successor shall be elected and qualified or until the Manager's earlier death, resignation or removal. A Manager chosen to fill a position resulting from an increase in the number of Managers shall hold office until his successor shall be elected and qualified, or until his earlier death, resignation or removal.

5.10 ***Salaries.***

Each Manager shall receive annual compensation (the "Management Fee") if such compensation is agreed to by a majority of the Percentage Interest of the Members in writing, and and shall be entitled to reimbursement of reasonable and necessary expenses advanced on behalf of the Company.

ARTICLE VI

RIGHTS AND OBLIGATIONS OF MEMBERS

6.1 ***Limitation of Liability.***

Each Member's liability to the Company shall be limited as set forth in this Agreement, the Act and other applicable law.

6.2 ***Company Liability***. A Member will not be personally liable for any debts, obligations, liabilities or losses of the Company, whether arising in contract, tort, or otherwise, solely by reason of being a Member, beyond his respective Capital Contributions or any obligation of the Member under Sections 8.1 and 8.2 hereunder, except as provided in Section 6.7 or as otherwise required by law.

6.3 ***List of Members.***

Upon the written request of any Member, the Managers shall provide a list showing all of the names, addresses and Membership Interests and Transferee Interests in the Company.

6.4 ***Approval of Sale of All Assets.*** The Managers shall have the right, to approve the sale, exchange or other disposition of all, or substantially all, of the Company's assets which is to occur as part of a single transaction or plan.

6.5 ***Company Books.***

The Managers shall maintain and preserve, during the term of the Company, the accounts, books, and other relevant Company documents described in Section 9.9. Upon reasonable written request, each Member and Transferee shall have the right, at any time during ordinary business hours, as reasonably determined by the Manager, to inspect and copy, at the requesting Member's or Transferee's expense, the Company documents required to be maintained under Section 608.4101 of the Act, and such other documents which the Managers, in their reasonable discretion, deem appropriate.

6.6 ***Priority and Return of Capital.***

Except as may be expressly provided in Article IX, no Member or Transferee shall have priority over any other Member or Transferee, either as to the return of Capital Contributions or as to Net Profits, Net Losses or distributions; provided that this Section shall not apply to loans which a Member has made to the Company.

6.7 ***Liability of a Member to the Company.***

A Member who receives a distribution or return in whole or in part of its contribution is liable to the Company only to the extent provided by the Act.

ARTICLE VII

MEETINGS OF MANAGERS AND MEMBERS

7.1 ***Meetings.***

Meetings of the Managers, for any purpose or purposes, may be called by any Manager. Meetings of the Members for any purpose or purposes, may be called by any Members holding at least 51% of the Percentage Interests of the Members.

7.2 ***Place of Meetings.***

The Managers may designate any location within the U.S., either within or outside the State of Florida, as the place of meeting for any meeting of the Members. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal place of business of the Company.

7.3 ***Notice of Meetings.***

Except as provided in Section 7.04, written notice stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called shall be delivered not less than five (5) nor more than thirty (30) days before the date of the meeting, either personally or by mail, by or at the direction of the Managers or Member or Members calling the meeting, to each Member or Manager entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered two (2) calendar days after being deposited in the United States mail, certified mail return receipt requested, addressed to the Member or to the Manager at its address as it appears on the books of the Company, with postage therein prepaid. Notice may also be given by telegram, teletype or facsimile, or other form of electronic communication. Managers and Members may participate in and hold meetings whereby all conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other. Participation by communications equipment shall constitute presence as the meeting, unless a Member or Manager is participating in the meeting for the express purpose of objecting to the transaction of any business on the ground the meeting is not lawfully called or convened.

7.4 ***Meeting of All Members and Meetings of All Managers.*** If all of the Members or all of the Managers shall meet at any time and place, and consent to the holding of a meeting at such time and place, such meeting shall be valid without call or notice, and at such meeting lawful action may be taken.

7.5 ***Record Date.***

For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof, or Members entitled to receive payment of any distribution, or in order to make a determination of Members for any other purpose, the date on which notice of the meeting is mailed or the date on which the resolution declared such distribution is adopted, as the case may be, shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Section, such determination shall apply to any adjournment thereof.

7.6 ***Quorum.***

Members holding at least fifty percent (50%) of all Percentage Interests, represented in person or by proxy, shall constitute a quorum at any meeting of Members, and if there is more than one Manager then serving, then a majority of the number of the then-serving Managers shall constitute a quorum at a meeting of the Managers, who shall be represented in person, and shall constitute a quorum at any meeting.

7.7 ***Manner of Acting.***

If a quorum is present, the affirmative vote of a majority of all of the Members represented at the meeting, who must hold a majority Percentage Interest in the Company, shall be the act of the Members, unless the vote of a greater or lesser proportion or number is otherwise required by the Act, or by this Agreement. Unless otherwise expressly provided herein or required under applicable law, only Members who have a Membership Interest may vote or consent upon any matter and their vote or consent, as the case may be, shall be counted in the determination of whether the matter was approved by the Members.

7.8 ***Proxies.***

At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by a duly authorized attorney-in-fact. Such proxy shall be filed with the Managers of the Company before or at the time of the meeting. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy. Managers shall not be able to vote by Proxies.

7.9 ***Action by Members Without a Meeting.***

Action required or permitted to be taken at a meeting of Members may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by each Member entitled to vote and delivered to the Managers of the Company for inclusion in the minutes or for filing with the Company records. Action taken under this Section is effective when all Members entitled to vote have signed the consent, unless the consent specifies a different effective date.

7.10 ***Waiver of Notice.***

When any notice is required to be given to any Member, a waiver thereof in writing signed by the person entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.

ARTICLE VIII

CONTRIBUTIONS TO THE COMPANY AND CAPITAL ACCOUNTS

8.1 ***Members' Initial Capital Contributions.***

Each Member shall contribute such amount as is set forth on the books and records of the Company. No interest shall accrue on any Capital Contribution and the Member shall not have the right to withdraw or be repaid any Capital Contribution except as provided in this Agreement.

8.2 ***Additional Contributions.***

A Member may, but shall not be obligated to, make such additional Capital Contributions as shall be determined by the Managers. Such additional Capital Contributions shall be reflected in the Account of the Contributing Member and shall not be a part of any other Member's Capital Account absent written agreement of the Members. After the making of any such determination, the Managers

shall give written notice to each Member of the amount of required additional contribution, if any, and each Member may deliver to the Company its pro rata share thereof (in proportion to the *respective* Percentage Interest of the Member on the date such notice is given) no later than thirty (30) days following the date such notice is given. None of the terms, covenants, obligations or rights contained in this Section 8.2 is or shall be deemed to be for the benefit of any person or entity other than the Members and the Company, and no such third person shall under any circumstances have any right to compel any actions or payments by the Managers and/or the Members.

8.3 ***Capital Accounts.***

(a) A separate Capital Account will be maintained for each Member. Each Member's Capital Account will be increased by (1) the amount of money contributed by such Member to the Company; (2) the fair market value of property contributed by such Member to the Company (net of liabilities secured by such contributed property that the Company is considered to assume or take subject to under Code Section 752); (3) allocations to such Member of Net Profits and Net Losses; and (4) allocations to such Member of income described in Code Section 705(a)(1)(B). Each Member's Capital Account will be decreased by (1) the amount of money distributed to such Member by the Company; (2) the fair market value of property distributed to such Member by the Company (net of liabilities secured by such distributed property that such Member is considered to assume or take subject to under Code Section 752); (3) allocations to such Member of expenditures described in Code Section 705(a)(2)(B); and (4) allocations to the account of such Member of Company loss and deduction as set forth in such Regulations, taking into account adjustments to reflect book value.

(b) In the event of a permitted sale or exchange of a Membership Interest or a Transferee Interest in the Company, the Capital Account of the transferor shall become the Capital Account of the Transferee to the extent it relates to the transferred Membership Interest or Transferee Interest in accordance with Section 1.704-1(b) (2) (iv) of the Treasury Regulations.

(c) The manner in which Capital Accounts are to be maintained pursuant to this Section 8.3 is intended to comply with the requirements of Code Section 704(b) and the Treasury Regulations promulgated thereunder. If the Company determines that the manner in which Capital Accounts are to be maintained pursuant to the preceding provisions of this Section 8.3 should be modified in order to comply with Code Section 704(b) and the Treasury Regulations, then notwithstanding anything to the contrary contained in the preceding provisions of this Section 8.3, the method in which Capital Accounts are maintained shall be so modified; provided, however, that any change in the manner of maintaining Capital Accounts shall not materially alter the economic agreement between or among the Members as set forth in this Agreement.

(d) Except as otherwise required in the Act (and subject to Sections 8.1 and 8.2), no Member or Transferee shall have any liability to restore all or any portion of a deficit balance in such Member's or Transferee's Capital Account.

8.4 ***Withdrawal or Reduction of Members' Contributions to Capital.***

(a) A Member or Transferee Interest Holder shall not receive out of the Company's property any part of its Capital Contribution until all liabilities of the Company, except liabilities to

Members on account of their Capital Contributions, have been paid or there remains property of the Company sufficient to pay them.

(b) A Member or Transferee Interest Holder, irrespective of the nature of its Capital Contribution, has only the right to demand and receive cash in return for its Capital Contribution.

(c) Notwithstanding anything to the contrary in this Agreement, a Member may withdraw from the Company only at the time or upon the occurrence of an event specified in this Agreement or in the Articles of Organization. No such event is specified in either the Articles of Organization or in this Agreement at the date hereof. A Member which violates the withdrawal prohibition in this Section shall be liable for breach of this Agreement and shall become a Transferee. A withdrawing Member shall not have a right to receive the fair value of receive the withdrawing member's Interest in the Company as of the date of the resignation but rather, shall have only such rights as a Transferee would have to receive distributions as are made by the Company in the discretion of the Managers.

ARTICLE IX

ALLOCATIONS, INCOME TAX, DISTRIBUTIONS, ELECTIONS AND REPORTS

9.1 ***Allocations of Income and Losses from Operations.***

The Net Income and Net Losses of the Company for each fiscal year, and each Member or Transferee's share of Cash Flow, will be allocated in accordance with the Percentage Interests schedule set forth in Exhibit A attached hereto, and, except as provided therein, the Percentage Interests of Members shall be proportionate to the amount of their Capital Accounts as determined hereinabove.

9.2 ***Special Tax Provisions As to Extraordinary Allocations, if Any, to Capital***

Allocations of Net Income and Net Losses other than those set forth above shall be made based upon the determinations of the tax accountants and attorneys employed by the Company, giving regard to the intention expressed hereinabove and otherwise herein, with respect to special or priority allocations if any, and with regard to federal partnership tax and capital accounting principles described in Section 8.3 hereinabove.

9.3 ***Distributions.***

Within the discretion of the Managers as to amounts, if any, and as to timing, the Managers may distribute Cash Flow to the Members, in accordance with their Percentage Interests .

9.4 ***Limitation upon Distributions.***

(a) No distributions or return of contributions shall be made and paid if, after the distribution or return of distribution is made either

(1) the Company would be insolvent; or

(2) the net assets of the Company would be less than zero.

(b) The Managers may base a determination that a distribution or return of contribution may be made under Section 9.4(a) in good faith reliance upon a balance sheet and profit and loss statement of the Company represented to be correct by the person having charge of its books of account or certified by an independent public or certified public accountant or firm of accountants to fairly reflect the financial condition of the Company.

9.5 ***Tax Accounting Principles.***

The income and losses of the Company shall be determined in accordance with sound tax accounting principles applied on a consistent basis using generally accepted tax accounting principles as applied consistent with the Code.

9.6 ***Interest on and Return of Capital Contributions.***

No Member shall be entitled to interest on its Capital Contribution or to a return of its Capital Contribution, except as otherwise provided in this Agreement.

9.7 ***Loans to Company.***

Nothing in this Agreement shall prevent any Member from making secured or unsecured loans to the Company by agreement with the Company, provided that such loans are arms-length transactions, containing terms customary in the lending industry at the time such loans were made.

9.8 ***Accounting Period.***

The Company's accounting period shall be the calendar year ("Fiscal Year").

9.9 ***Records, Audits and Reports.***

At the expense of the Company, the Managers shall maintain records and accounts of the operations and expenditures of the Company. At a minimum, the Company shall keep at its principal place of business the following records:

(a) A current list of the full name and last known address of each Member and Transferee setting forth the amount of cash each Member and Transferee has contributed, a description and statement of the agreed value of the other property or services, each Member and Transferee has contributed or has agreed to contribute in the future, and the date on which each became a Member or Transferee, and their respective Percentage Interest in the Company;

(b) A copy of the Articles of Organization of the Company and all amendments thereto together with executed copies of any powers of attorney pursuant to which any amendment has be executed;

(c) Copies of the Company's federal, state, and local income tax returns and reports, if any, for the three most recent years;

(d) Copies of the Company's currently effective written Agreement, all amendments thereto, and copies of any financial statements of the Company for the three most recent years;

(e) Notices of and minutes of every Member and Managers meeting,

(f) Any written consents obtained from Members for actions taken by Members without a meeting; and

(g) Unless contained in the Articles of Organization or the Agreement, a writing prepared by the Managers setting out the following:

(1) The times at which or events on the happening of which any additional contributions agreed to be made by each Member and Transferee are to be made.

(2) Any right of a Member or Transferee to receive distributions of include a return on all or any part of the Member or Transferee's contributions.

(3) Any power of a Member or Transferee to grant the right to become an assignee of any part of the Member's or Transferee's interest, and the terms and condition of the power.

9.10 ***Returns and Other Elections.***

The Managers shall cause the preparation and timely filing of tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. Copies of such returns, and pertinent information therefrom, shall be furnished to the Members within a reasonable time after the end of the Company's fiscal year upon the Members' written request. All elections permitted to be made by the Company under federal or state laws shall be made by the Managers in their sole discretion. It is the intention of the Members that the Company shall be taxed as a "Partnership" for federal, state, and local income tax purposes.

9.11 ***Tax Matters Partner.***

SIMON BERNSTEIN is designated the "Tax Matters Partner" (as defined in Code Section 6231), and is authorized and required to represent the Company (at the Company's expense), either directly, or through accounting or tax representatives, in connection with all examinations for the Company's affairs by tax authorities, including, without limitation administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. The Members agree to cooperate with each other and to do or refrain from doing any and all things reasonably required to conduct such proceedings.

ARTICLE X

TRANSFERABILITY

10.1 ***General.***

10.1.1. ***Transferees Not Members, Generally.*** Except as otherwise set forth in Section 10.1.2, or with the consent of all of the Members, neither a Member nor a Transferee shall have the right, as to all or any part of its Membership Interest or Transferee Interest to:

(a) sell, assign, pledge, hypothecate, transfer, exchange or otherwise transfer for consideration (collectively, "sell" or, as context requires "selling"); or

(b) gift, bequeath or otherwise transfer for no consideration (whether or not by operation of law, except in the case of bankruptcy) (collectively, "gift").

Absent the written consent of all Members to the contrary or otherwise provided by law, the Interest of the Transferee shall be a Non-Voting Interest.

10.1.2 ***Transferees Who are Lineal Descendants of a Member.*** Any Transferees who are lineal descendants of both SHIRLEY BERNSTEIN and SIMON BERNSTEIN, either directly, or indirectly, as beneficiaries of a Trust, or other entity beneficially owned solely for or by that Member (including, but not limited to a revocable trust established by a Member for the sole lifetime benefit of the Member or the Member's descendants) shall be Members upon their written agreement to be bound by the terms of this Agreement and shall be subject to the voting agreements described in Article V, hereinabove.

10.2 ***Right of First Refusal.***

(a) If a Selling Member desires to sell all or any portion of its Membership Interest in the Company to a third party purchaser, the Selling Member shall obtain from such third party purchaser a bona fide written offer to purchase such Interest, stating the terms and conditions upon which the purchase is to be made and the consideration offered; provided, however, the offer shall include a "tag along" or "take along" provision, pursuant to which, all Members have the right to sell a pro-rata portion (determined in accordance with the Percentage Interests of all of the Members) of their Interests to the third party. The Selling Member or Transferee shall give written notification to the remaining Members, by certified mail or personal delivery, of its intention to so transfer such Interest, furnishing to the remaining Members a copy of the written offer to purchase such Interest.

(b) Each of the remaining Members, on a basis pro rata to their Percentage Interests or on a basis pro rata to the Percentage Interests of those remaining Members exercising their rights of first refusal, shall have the right to exercise a right of first refusal to purchase all (but not less than all) of the Interest proposed to be purchased by the third party and sold by the Selling Member and the "tag along Members"upon the same terms and conditions as stated in the aforesaid written offer to purchase by giving written notification to the Selling Member and the "tag along Members", by certified mail or personal delivery, of the intention to do so within thirty (30) days after receiving written notice from the Selling Member. Subject to the following paragraph, the failure of the remaining Members to so notify the Selling Member and the "tag along Members" of their desire to exercise this right of first refusal within said thirty (30) day period shall result in the termination of the right of the first refusal and the Selling Member and the "tag along Members" shall be entitled to consummate the sale of its Interest in the Company to such third party purchaser, provided that the sale shall be consummated within sixty (60) days following the expiration of the aforesaid thirty (30) day period. In the event the remaining

Members (or any one or more of the remaining Members) give written notice to the Selling Member and the "tag along Members" of their desire to exercise this right of first refusal and to purchase all of the Interests of the Selling Member and the "tag along Members" offered upon the same terms and conditions as are stated in the aforesaid written offer to purchase, the remaining Members shall have the right to designate the time, date and place of closing, provided that the date of closing shall be within sixty (60) days after written notification to the Selling Member of the remaining Member or Members' election to exercise their right of the first refusal. In the event that two (2) or more Members give written notice of their desire to exercise their right of first refusal, absent an agreement between all the Members so exercising such right, each such Member exercising their right of first refusal shall be entitled to purchase that percentage of the selling Member's share according to the proportion that their Percentage Interests bears to the total Percentage Interests exercising such right of first refusal. The Members shall communicate with each other during the pendency of any offer made in accordance with the terms of this Section 10.2 in order to effectuate the intent of this Section.

(c) As a condition to the Company recognizing the effectiveness of either the sale or gift of an Interest in the Company (including, in both cases, a Transferee Interest), the remaining Members may require the Selling Member, Gifting Member and/or the proposed purchaser, donee or successor-in-interest, as the case may be, to execute, acknowledge and deliver to the remaining Members such instruments of transfer, assignment and assumption and such other certificates, representations and documents, and to perform all such other acts which the remaining Members' may deem necessary or desirable to:

(1) verify the purchase, gift or transfer, as the case may be;

(2) confirm that the person desiring, to acquire an Interest in the Company, or to be admitted as a Member, has accepted, assumed and agreed to be subject and bound by all of the terms, obligations and conditions of the Agreement (whether such Person is to be admitted as a new Member or as a Transferee);

(3) maintain the status of the Company as a partnership for federal tax purposes; and

(4) assure compliance with any applicable state and federal laws including securities laws and regulations.

(d) Any sale or gift of a Membership Interest or Transferee Interest in compliance with this Article X shall be deemed effective upon the last day of the calendar month in which all the terms and conditions hereof relating thereto have been satisfied. The admission of a Member in compliance with this Article X shall be deemed effective as of the last day of the calendar month in which the remaining Members' consent thereto was given. The Selling Member hereby indemnifies the Company and the remaining Members against any and all loss, damage, or expense (including, without limitation, tax liabilities or loss of tax benefits) arising directly or indirectly as a result of any transfer or purported transfer in violation of this Article X.

10.3 ***Permitted Transfer to Descendants & Spouse/Mandatory Offer at Death.***

10.3.1 ***No Mandatory Offer At Death***. If a Member's Interest is Transferred to a lineal descendant of the Member or Member's spouse, to a Trust or other entity beneficially owned solely for or by that Member, that Member's spouse, or the lineal descendant of that Member or Member's spouse, the Transferee shall not be required to sell or offer to sell his or her Interest, shall be eligible to become a Member pursuant to Sections 10.1.1 and 10.1.2 above, and shall be subject to the voting agreements described in Article V, above. If Members of the Company are trusts for the lifetime benefit of the lineal descendants of a Member either directly or indirectly, then the successors in interest to the Interests in the Company pursuant to the terms of such trusts shall be considered as Members hereof (regardless of indirect ownership as trust beneficiaries) as long as the beneficial interests are owned by the lineal descendants of the Member or their spouses, and said persons shall be subject to the voting agreements described in Article V, above.

10.3.2 ***Mandatory Offer At Death***. Except with transfers described in 10.3.1., above, the death of any Member or Transferee who owns an Interest shall constitute an offer by the Member's Estate, Trust, or other legal successor in interest, to sell all of the Member's Interest to the Company (the "Offer") at its fair market value (determined as of the date of death). The Company shall have one hundred eighty (180) days in which to accept the Offer at an agreed price, which acceptance shall be made by delivery of written notice thereof to the legal representative of the estate of the Member or Transferee, by certified mail or personal delivery, within said one hundred eighty (180) day period. If the Company does not elect to purchase the Interest within said one hundred eighty (180) day period, the remaining Members shall have the right, but are not required to, purchase the remaining part, or all, as the case may be, of the Interest at its fair market value (as determined herein) determined as of the date of death, in proportion to their existing Interests. Such right to purchase shall be exercised by delivery of written notice thereof, by certified mail or personal delivery, during the thirty (30) days immediately after the one hundred eighty (180) day period (the "30 Day Period"). If any such Member does not desire to purchase his/her or its full proportionate part of the Interest offered for sale, but the remaining Members desire to purchase all of the Interest offered for sale, said Members shall then have the right to purchase said Interest proportionally in accordance with their respective Interests and the Members shall communicate with each other during the 30 Day Period in order to effectuate the intent of this Section 10.3. Except as provided in Section 10.1.2 and 10.1.3, to the extent that any part, or all, of an Interest is not purchased under the provisions of this Section 10.3, the deceased's Member's Interest shall become a Transferee's Interest, if not owned beneficially or directly by another Member hereof. The purchase price shall be as agreed by the parties, and, unless otherwise agreed, shall be paid in cash at the closing, which shall occur no later than thirty (30) days after the end of the 30 Day Period. For purposes of this Agreement, the "fair market value" of an Interest is equal to its Percentage Interest multiplied by the value of the Company (as agreed by the parties). If the value of the Company is not agreed to by the parties, then for purposes of this Agreement "fair market value" of a Member's Interest shall be determined without reduction for minority, lack of marketability or other entity/Company level discounts, based upon a reasonable appraisal procedure to determine the fair market value of the Company's assets. The appraisal procedure shall be agreed upon by the Member and Company. If the parties cannot agree to an appraisal procedure, then an MAI appraiser shall be selected by the Personal Representative of the deceased Member's estate, and if the Company does not agree as to that appraiser, then the Company shall select its own appraiser and each MAI appraiser then shall select a third MAI appraiser and the average of all three (3) appraisals shall be the fair market value of the Interest. As set

forth hereinabove, fair market value" of a Member's Interest shall be determined without reduction for minority, lack of marketability or other entity/Company level discounts.

10.4 ***Transferee Not Member in Absence of Unanimous Consent.***

(a) Except as provided in Section 10.1.2 and 10.1.3, if all of the remaining Members do not approve by unanimous written consent of the proposed, sale or gift of the Transferring Member's Membership Interest to a transferee or donee which is not a Member immediately prior to the sale or gift, then the proposed transferee or donee shall have no right to participate in the management of the business and affairs of the Company or to become a Member. The transferee or donee shall be merely a Transferee entitled solely to economic rights to profits, losses and distributions and shall have no voting rights under this Agreement or in matters relating to the Company and its business; provided, however, any sale of a Transferee's interest in the Company should be subject to Section 10.2. No transfer of a Member's Interest in the Company (including any transfer of the Transferee Interest or any other transfer which has not been approved by unanimous written consent of the Members) shall be effective unless and until written notice (including the name and address of the proposed transferee or donee and the date of such transfer) has been provided to the Company and the nontransferring Member(s).

(b) Upon and contemporaneously with any sale or gift of a Transferring Member's Interest in the Company which does not at the same time transfer the balance of the rights associated with the Transferee Interest transferred by the Transferring Member (including, without limitation, the rights of the Transferring Member to participate in the management of the business and affairs of the Company), all remaining rights and interest which were owned by the Transferring Member immediately prior to such sale or gift or which were associated with the transferred Interest shall immediately lapse until the remaining Members, by unanimous written consent, reinstate such rights to the Transferee who did not previously obtain the unanimous written consent, reinstating such rights to a successor or transferee of such Transferee.

ARTICLE XI

ADDITIONAL MEMBERS

From the date of the formation of the Company, any Person or Entity acceptable to the Members by their unanimous vote thereof may become a Member in this Company for such consideration as the Members by their unanimous votes shall determine, subject to the terms and conditions of this Agreement. No new Members shall be entitled to any retroactive allocation of profits losses, income or expense deductions incurred by the Company. The Manager(s) may, at their option, at the time a Member is admitted, close the Company books (as though the Company's tax year has ended) or make pro rata allocations of income, loss, and expense deductions to a new Member for that portion of the Company's tax year in which a Member was admitted in accordance with the provisions of Code Section 706(d) and the Treasury Regulations promulgated thereunder.

ARTICLE XII

DISSOLUTION AND TERMINATION

12.1 ***Dissolution.***

(a) The Company shall be dissolved upon the occurrence of any of the following events:

(i) by the unanimous written consent of all Members; or

(ii) the sale, transfer or assignment of substantially all of the assets of the Company; or

(iii) as otherwise required by law.

12.2 ***Winding Up, Liquidation and Distribution of Assets.***

(a) Upon dissolution, an accounting shall be made by the Company's independent accountant of the accounts of the Company and of the Company's assets, liabilities and operations, from the date of the last previous accounting until the date of dissolution. The Managers shall immediately proceed to wind up the affairs of the Company.

(b) If the Company is dissolved and its affairs are to be wound up, the Managers shall:

(1) Sell or otherwise liquidate all of the Company's assets as promptly as practicable (except to the extent the Managers may determine to distribute any assets to the Members in kind),

(2) Allocate any profit or loss resulting from such sales to the Member's and Transferees' Capital Accounts in accordance with Article IX hereof.

(3) Discharge all liabilities of the Company, including liabilities to Members and Transferees who are creditors, to the extent other-wise permitted by law, other than liabilities to Members and Transferees for Distributions, and establish such Reserves as may be reasonably necessary to provide for contingent liabilities of the Company (for purposes of determining the Capital Accounts of the Members and Transferees, the amounts of such Reserves shall be deemed to be an expense of the Company),

(4) Distribute the remaining assets in the following order:

(i) If any assets of the Company are to be distributed in kind, the net fair market value of such assets as of the date of dissolution shall be determined by independent appraisal or by agreement of all of the Members. Such assets shall be deemed to have been sold as of the date of dissolution for their fair market value, and

the Capital Accounts of the Members and Transferees shall be adjusted pursuant to the provisions of Article IX and Section 8.3 of this Agreement to reflect such deemed sale.

(ii) To the Members and Transferees, pro rata, in accordance with the positive balance (if any) of each Member's and Transferee's Capital Account (as determined after taking into account all Capital Account adjustments for the Company's taxable year during, which the liquidation occurs) shall be distributed to the Members and Transferee either in cash or in kind, as determined by the Managers, with any assets distributed in kind being valued for: this purpose at their fair market value as determined pursuant to Section 12.2(b)(i).

(iii) Thereafter, to the Members and Transferee's pro rata, in accordance with their respective Percentage Interests.

(c) Notwithstanding anything to the contrary in this Agreement, upon a liquidation within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Treasury Regulations, if any Member has a Deficit Capital Account (after giving effect to all contributions, distributions, allocations and other Capital Account adjustments for all taxable years, including the year during which such liquidation occurs), such Member shall have no obligation to make any Capital Contribution, and the negative balance of such Member's Capital Account shall not be considered a debt owed by such Member to the Company or to any other Person for any purpose whatsoever.

(d) Upon completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated.

(e) The Manager(s) shall comply with all requirements of applicable law pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

12.3 ***Articles of Dissolution.***

When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed among its members in accordance with their respective rights and interests, a Articles of Dissolution of the Company shall be filed with the Florida Department of State.

12.4 ***Effect of Filing Articles of Dissolution.***

Upon the filing of Articles of Dissolution with the Florida Department of State, and upon issuance of the Certificate of Dissolution by the Department of the State, the existence of the Company shall cease, except for the purpose of suits, of the proceedings and appropriate action as provided in the Act. The Managers shall have authority to distribute any Company property discovered after dissolution, convey real estate and take such other action as may be necessary on behalf of and in the name of the Company.

12.5 ***Return of Contribution Nonrecourse to Other Members.***

Except as provided by law or as expressly provided in this Agreement, upon dissolution, each Member and Transferee shall look solely to the assets of the Company for the return of its Capital Contribution. If the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the cash contribution of one or more Members or Transferees, such Member(s) or Transferee(s) shall have no recourse against any other Member or Transferee, except as otherwise provided by law.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

13.1 ***Notices.***

Any notice, demand, or communication required or permitted to be given by any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered personally or by express mail or courier service (with receipt acknowledged) to the party or to an executive officer of the party to whom the same is directed, if telecopied (with receipt acknowledged) to the party or an executive officer of the party to whom the same is directed or, if sent by registered or certified mail, postage and charges prepaid, addressed to the Member's and/or Company's address, as appropriate, which is set forth in this Agreement. Except as otherwise provided herein any such notice shall be deemed to be given two (2) business days after the date on which the same was deposited in the United States mail, addressed and sent as aforesaid, if sent by mail or upon confirmation of receipt if delivered by telecopier, personal delivery or courier service.

13.2 ***Books of Account and Records.***

Proper and complete records and books of account shall be kept or shall be caused to be kept by the Managers in which shall be entered fully and accurately all transactions relating. to the Company's business in such detail and completeness as is customary and usual for businesses of the type engaged in by the Company. Such books and records shall be maintained as provided in Section 9.9. The books and records shall at all times be maintained at the principal place of business of the Company. Additionally, the Managers shall promptly distribute to all Members, copies of the Company' financial statements on an annual basis.

13.3 ***Application of Florida Law.***

This Agreement and its interpretation shall be governed exclusively by its terms and by the laws of the State of Florida, and specifically the Act.

13.4 ***Waiver of Action for Partition.***

Each Member and Transferee irrevocably waives during the term of the Company any right that it may have to maintain any action for partition with respect to the property of the Company.

13.5 ***Amendments.***

This Agreement may not be amended except in writing by the affirmative vote of a majority of the Members of the Company which vote must include the affirmative vote of the Manager. Any amendment changing either the Percentage Interests of the Members or any provision within Article V requires the unanimous vote of the Members.

13.6 ***Execution of Additional Instruments.***

Each Member hereby agrees to execute such other and further statements of interest and holdings, designations and other instruments necessary to comply with an laws, rules or regulations.

13.7 ***Construction.***

Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa.

13.8 ***Headings.***

The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision thereof

13.9 ***Waivers.***

The failure of any party to seek redress for default of or to insist upon the strict performance of any covenant of condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a default, from having the effect of an original default.

13.10 ***Rights and Remedies Cumulative.***

The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shah not preclude or waive the right to use any other remedy. Said rights and remedies are given in addition to any other legal rights that parties may have.

13.11 ***Severability.***

If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

13.12 ***Heirs, Successors and Assigns.***

Each and all of the covenants, terms, provisions and agreement herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors and assigns.

13.13 ***Creditors.***

None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company.

13.14 ***Counterparts.***

This Agreement may be executed in counterparts, each of shall be deemed an original but all of which shall constitute one and the same instrument.

13.15 ***Conflict of Interest Waiver.*** The Members and the Company acknowledge that the law firm of TESCHER & SPALLINA, P.A. has represented the Company in connection with the drafting of this Agreement and the formation and structuring of the Company, and that said law firm also represents one or more of the Managers and Trustees. The Company and its Members acknowledge that they have been advised that there are material income tax consequences and economic ramifications from being a Member in the Company, that they fully understand the tax consequences and economic ramifications of a Member's investment in the Company, and that they have been encouraged to consult with separate and independent counsel to advise them on Company and Member issues including this Agreement and the formation of the Company. The Company and the Members hereby waive any conflicts of interest with respect to the foregoing law firm's representation of the Company and the afore described Members and owners of interests in entity Members, in connection with the services set forth in this Section.

==========

IN WITNESS WHEREOF, the parties hereto have caused their signatures to be set forth below on the day and year first above written.

Witnesses:

COMPANY:

BERNSTEIN FAMILY REALTY, LLC, a Florida limited liability company

By: _____
SIMON BERNSTEIN, Manager

MEMBERS:

DANIEL BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006

STANFORD TRUST COMPANY, Trustee

By: _____
LOUIS B. FURNER, PRESIDENT
Name Title

JAKE BERNSTEIN IRREVOCABLE TRUST
dated September 7, 2006

STANFORD TRUST COMPANY, Trustee

By: _____
Louis B. Fourmet, President
Name Title

Raven Bass
Elvira M. Lynch

JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006

STANFORD TRUST COMPANY, Trustee

By: _____
Louis B. Fourmet, President
Name Title

Raven Bass
Elvira M. Lynch

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BERNSTEIN FAMILY REALTY, LLC

OPERATING AGREEMENT

EXHIBIT A

Member(s)	Percentage Interest*	Capital Contributions
DANIEL BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006	33.34%	$33.34
JAKE BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006	33.33%	$33.33
JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006	33.33%	$33.33

The addresses of all of the Members is 950 Peninsula Corporate Circle, Suite 3010, Boca Raton, Florida 33487.

*proportionate to capital accounts of Members

LIMITED LIABILITY COMPANY

OPERATING AGREEMENT

of

BERNSTEIN HOLDINGS, LLC

a Florida limited liability company

OPERATING AGREEMENT OF BERNSTEIN HOLDINGS, LLC

This Limited Liability Company Agreement (the "Agreement") is made and entered into as of the 20 day of May, 2008, by and among BERNSTEIN HOLDINGS, LLC (the "Company"); and SIMON L. BERNSTEIN, Trustee of the SIMON L. BERNSTEIN TRUST AGREEMENT datedMay 20, 2008, SHIRLEY BERNSTEIN, Trustee of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008, SIMON L. BERNSTEIN and SHIRLEY BERNSTEIN, Co-Trustees and ROBERT L. SPALLINA, Independent Trustee of the ELIOT BERNSTEIN FAMILY TRUST dated May 20, 2008, SIMON L. BERNSTEIN and SHIRLEY BERNSTEIN, Co-Trustees, and ROBERT L. SPALLINA, Independent Trustee of the JILL IANTONI FAMILY TRUST dated May 20, 2008, and SIMON L. BERNSTEIN and SHIRLEY BERNSTEIN, Co-Trustees, and ROBERT L. SPALLINA, Independent Trustee of the LISA S. FRIEDSTEIN FAMILY TRUST dated May 20, 2008, and any subsequent transferee as the Members ("Members"). The Members are herein sometimes referred to individually as a "Member" and collectively as "Members.

WITNESSETH:

WHEREAS, Articles of Organization for ***BERNSTEIN HOLDINGS, LLC*** were filed with the Florida Department of State on February 6, 2008.

WHEREAS, the Members desire to reduce their agreements to writing, to set forth the rights and obligations of the Members and the Manager.

NOW, THEREFORE, the Members and the Company hereby agree as follows:

ARTICLE I

DEFINITIONS

The following terms used in this Agreement shall have the following meanings:

(a) "***Act***" shall mean the Florida Limited Liability Company Act at F.S § 608.401, *et seq* and all amendments to the Act.

(b) "***Articles of Organization***" shall mean the Articles of Organization of ***BERNSTEIN HOLDINGS, LLC,*** as filed with the Department of State of Florida on February 6, 2008, and as may be amended from time to time.

(c) ***"Capital Contribution***" shall mean any contribution to the capital of the Company in cash or the fair market value of property by a Member whenever made, net of any liabilities secured by such contributed property.

(d) "***Capital Account***" as of any given date shall mean the Capital Contribution to the Company by a Member as adjusted up to such date pursuant to Article VIII.

(e) "***Code***" shall mean the Internal Revenue Code of 1986 or corresponding provisions of subsequent superseding federal revenue laws.

(f) "***Company***" shall refer to ***BERNSTEIN HOLDINGS, LLC***, a limited liability company formed under the laws of the State of Florida.

(g) "***Distributable Cash***" shall mean all cash, revenues and funds received by the Company from Company operations, less the sum of the following to the extent paid or set aside by the Company: (i) all principal and interest payments on indebtedness of the Company and all other sums paid to lenders; (ii) all cash expenditures incurred in the normal operation of the Company's business; and (iii) such Reserves as the Managers deem reasonably necessary for the proper operation of the Company's business.

(h) "***Entity***" shall mean any general partnership, limited liability partnership, limited partnership, limited liability limited partnerships, limited liability company, corporation, joint venture, trust, business trust, cooperative, association, foreign trust or foreign business organization.

(i) "***Gifting Member***" shall mean any Member who gifts, bequeaths or otherwise transfers for no consideration (by operation of law or otherwise, except with respect to bankruptcy) all or any part of its Membership Interest.

(j) "***Initial Capital Contribution***" shall mean the initial contribution to the capital of the Company pursuant to this Agreement.

(k) ***"Interest"*** shall mean "Percentage Interest" unless otherwise specifically agreed or in the case of special allocations.

(l) "***Majority Interest***" shall mean the Interests of Members, which in the aggregate exceed 50% of all Interests.

(m) "***Manager***" shall mean one or more managers designated as such pursuant to this Agreement or by subsequent vote of the Members. References to the Manager in the singular or as him, her, it, itself, or other like references shall also, where the context so requires, be deemed to include the plural or the masculine or feminine reference, as the case may be. Any Person may be named a Manager pursuant to this Agreement

(n) "***Member***" shall mean each of the parties who executes a counterpart of this Agreement as a Member and each of the parties who may hereafter become Members. To the extent a Manager has purchased a Membership Interest in the Company, he will have all the rights of a Member with respect to such Membership Interest, and the term "Member" as used herein shall include a Manager to the extent he has purchased such Membership Interest in the Company. If a Person is a Member immediately prior to the purchase or other acquisition by such Person of an Transferee Interest, such Person shall

have all the rights of a Member with respect to such purchased or otherwise acquired Membership Interest or Transferee Interest, as the case may be.

(o) "***Membership Interest***" shall mean a Member's entire interest in the Company including such Member's Transferee Interest and, the right to participate in the management of the business and affairs of the Company, including the right to vote on, consent to, or otherwise participate in any decision or action of or by the Members granted pursuant to this Agreement and the Act.

(p) "***Net Income***" and "***Net Losses***" shall mean the income, gain, loss, deductions and credits of the Company in the aggregate or separately stated, as appropriate, determined in accordance with sound accounting principles employed under the cash method of accounting at the close of each fiscal year on the Company's tax return filed for federal income tax purposes.

(q) "***Operating Agreement" (or "Agreement")*** shall mean this Operating Agreement of ***BERNSTEIN HOLDINGS, LLC,*** as originally executed and as amended from time to time.

(r) "***Percentage Interest***" shall mean, for any Member, the percentage interest that the Capital Account of the Member bears to the total Capital Accounts of all of the Members of the Company, as set forth at Section 9.1 herein, and Exhibit A, as may be changed from time to time by the unanimous vote of the Members.

(s) "***Person***" shall mean any individual or Entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such "Person" where the context so permits.

(t) "***Reserves***" shall mean funds set aside or amounts allocated to reserves which shall be maintained in amounts reasonably deemed sufficient by the Managers for working capital and to pay taxes, insurance, debt service or other costs or expenses incident to the ownership or operation of the Company's business.

(u) "***Selling Member***" shall mean any Member or Transferee which sells, assigns, pledges, hypothecates or otherwise transfers for consideration all or any portion of its Membership Interest or Transferee Interest.

(v) "***Transferee***" shall be person who has not been admitted by the Company as a Member Partner, but, by virtue of a Transfer of an Interest in the Company to said person, said person is entitled to a pro rata share of one or more of the Company's items of income, losses, credits, and distributions of the Company's assets pursuant to this Agreement and the Act, but said person shall not have, and is not entitled to any right to participate in the management or affairs of the Company, including, the right to vote on, consent to or otherwise participate in any decision of the Members or Manager.

(w) "***Transferring Member***" shall collectively mean a Selling Member and a Gifting Member.

(x) "***Treasury Regulations***" shall include proposed, temporary and final regulations promulgated under the Code.

ARTICLE II

FORMATION OF COMPANY

2.1 ***Organization.***

BERNSTEIN HOLDINGS, LLC, has been organized as a Florida limited liability company by executing and delivering the Articles of Organization to the Florida Department of State in accordance with and pursuant to the Act.

2.2 ***Name.***

The name of the Company is ***BERNSTEIN HOLDINGS, LLC***, and all business of the Company shall be conducted under that name unless a majority of the Members agree to the filing and use of a fictitious name.

2.3 ***Principal Place of Business.***

The initial principal place of business of the Company shall be 950 Peninsula Corporate Circle, Suite 310, Boca Raton, Florida 33487. The Company may locate its places of business and registered office at any other place or places as the Manager may deem advisable.

2.4 ***Registered Office and Registered Agent.***

The Company's initial registered office shall be at the office of its registered agent in Florida, and the name of its initial registered agent shall be Donald R. Tescher, Esq. 2101 Corporate Blvd., Suite 107, Boca Raton, Florida, 33431. The registered office and registered agent may be changed by filing the address of the new registered office and/or the name of the new registered agent with the Florida Department of State pursuant to the Act.

2.5 ***Term.***

The term of the Company has filed Articles of Organization with the Florida Department of State, and shall have perpetual existence, unless the Company is earlier dissolved in accordance with either the provisions of this Agreement or the Act.

ARTICLE III

BUSINESS OF COMPANY

The business of the Company shall be to engage in management of investments, and closely-held business or real estate ventures, and such lawful activities as are reasonably necessary or useful to the furtherance of the forgoing purpose (the "Business").

ARTICLE IV

NAMES AND ADDRESSES OF MEMBERS

The names of the Members are listed on Exhibit A attached hereto and incorporated herein, and the addresses of the members are 950 Peninsula Corporate Circle, Suite 310, Boca Raton, Florida 33487, as amended from time to time.

ARTICLE V

RIGHTS AND DUTIES OF MANAGERS

5.1 ***Management.***

5.1.1 ***General.*** The business and affairs of the Company shall be managed by its Managers. The Managers shall direct, manage, and control the business of the Company. Except for situations in which the approval of the Members is expressly required by this Agreement or by nonwaivable provisions of the Act, the Managers shall have exclusive, sole, full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters, and to perform any and all other acts or activities customary or incident to the management of the Company's business. At any time when there is more than one Manager, any one Manager may take any action permitted to be taken by the Managers, unless the approval of more than one of the Managers is expressly required pursuant to this Agreement or the Act. The Managers may create a Board of Directors, and may also appoint individuals with or without titles, including the titles of General Manager, Executive Director, President, Vice President, Treasurer, Secretary, and Assistant Secretary, to act on behalf of the Company with such power and authority as the Managers or Board of Directors may delegate to any such Person.

5.1.2 ***Initial Managers/Designation of Managers/Voting.*** The Members agree that the initial Manager of the Company is SIMON L. BERNSTEIN. Unless otherwise specifically agreed herein, business decisions of the Company shall be made by said Manager. The Members shall vote their Interests such that only the aforementioned person is Manager of the Company. In all events, an individual shall be a Manager only while she or he is a Member who owns voting Interests (and is not a mere Transferee), either directly or indirectly. After proper notice, in the event of death or mental disability or incompetence of the Manager, the Members shall vote on and elect a new Manager.

5.2 ***Certain Powers of Managers.***

Without limiting the generality of Section 5.01, the Manager (or, if more than one Manager, then the Managers) shall have power and authority, on behalf of the Company to do the following:

(a) To acquire or lease property from any Person as the Managers may determine, whether or not such Person is directly or indirectly affiliated or connected with any Manager or Member;

(b) To borrow money for the Company from banks, other lending institutions, the Managers, Members, or affiliates of the Managers or Members on such terms as the Managers deem appropriate, and in connection therewith, to hypothecate, encumber and grant security interests in the assets of the Company to secure repayment of the borrowed sums. No debt shall be contracted or liability incurred by or on behalf of the Company except by the Managers, or to the extent permitted under the Act, by agents or employees of the Company expressly authorized to contract such debt or incur such liability by the Managers;

(c) To purchase liability and other insurance to protect the Company's property and business;

(d) To hold and own Company real and personal properties in the name of the Company;

(e) To invest Company funds in time deposits, short-term governmental obligations, commercial paper or other investments;

(f) To sell or otherwise dispose of all or substantially all of the assets of the Company as part of a single transaction or plan as long as such disposition is not in violation of or a cause of a default under any other agreement to which the Company may be bound;

(g) To execute on behalf of the Company all instruments and documents, including, without limitation, checks; drafts; notes and other negotiable instruments; mortgages or deeds of trust; security agreements; financing statements; documents providing for the acquisition, mortgage or disposition of the Company's property; assignments, bills of sale; leases; and any other instruments or documents necessary to the business of the Company;

(h) To employ accountants, legal counsel, managing agents or other experts to perform services for the Company;

(i) To enter into any and all other agreements on behalf of the Company, in such forms as the Managers may approve; and

(j) To do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business.

Unless authorized to do so by this Agreement or by the Manager of the Company, no attorney-in-fact, employee or other agent of the Company shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable for any purpose. No Member shall have any power or authority to bind the Company unless the Member has been authorized by the Manager to act as an agent of the Company in accordance with the previous sentence.

5.3 ***Liability for Certain Acts.***

Each Manager shall perform his duties as Manager in good faith, in a manner he or she reasonably believes to be in the best interests of the Company, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. A Manager shall not be liable to the Company or to any Member for any loss or damage sustained by the Company or any Member, unless the loss or damage shall have been the result of fraud, deceit, gross negligence, willful misconduct, unlawful acts, or a wrongful taking by the Manager.

5.4 ***No Exclusive Duty to Company.***

A Member or Manager shall not be required to manage the Company as his or her sole and exclusive function and may have other business interests and engage in activities in addition to those relating to the Company. Neither the Company nor any Member shall have any right, by virtue of this

Agreement, to share or participate in such other investments or activities of a Manager or to the income or proceeds derived therefrom.

5.5 ***Bank Accounts.***

The Manager may from time to time open bank accounts in, the name of the Company, and the Manager shall be the sole signatory thereon, unless Members owning a Majority Interest determine otherwise.

5.6 ***Indemnity of the Managers, Employees and Other Agents.***

The Company shall, to the maximum extent permitted under the Act, indemnify and make advances for expenses to Managers, its employees, and other agents.

5.7 ***Resignation.***

Any Manager of the Company may resign at any time by giving written notice to the Members of the Company. The resignation of any Manager shall take effect upon receipt of notice thereof or at such later date specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The resignation of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of a Member.

5.8 ***Removal.***

A Manager shall not be subject to removal by vote of the Members except, if at all, pursuant to the provisions of this Agreement, as it may be amended by agreement of all of the Members.

5.9 *Vacancies.*

To the extent not expressly provided for in Section 5.1.2 "Voting Agreement of Members," and only to said extent, if any: Any vacancy occurring for any reason in the number of Managers of the Company may be filled by the affirmative vote of Members holding a majority of the Percentage Interests present at an election at a meeting of Members called for that purpose or by the Members' unanimous written consent. A Manager elected to fill a vacancy shall be elected for the unexpired term of their predecessor in office and shall hold office until the expiration of such term and until their successor shall be elected and qualified or until the Manager's earlier death, resignation or removal. A Manager chosen to fill a position resulting from an increase in the number of Managers shall hold office until his successor shall be elected and qualified, or until his earlier death, resignation or removal.

5.10 *Salaries.*

Each Manager shall receive annual compensation (the "Management Fee") if such compensation is agreed to by a majority of the Percentage Interest of the Members in writing, and and shall be entitled to reimbursement of reasonable and necessary expenses advanced on behalf of the Company.

ARTICLE VI

RIGHTS AND OBLIGATIONS OF MEMBERS

6.1 ***Limitation of Liability.***

Each Member's liability to the Company shall be limited as set forth in this Agreement, the Act and other applicable law.

6.2 ***Company Liability.*** A Member will not be personally liable for any debts, obligations, liabilities or losses of the Company, whether arising in contract, tort, or otherwise, solely by reason of being a Member, beyond his respective Capital Contributions or any obligation of the Member under Sections 8.1 and 8.2 hereunder, except as provided in Section 6.7 or as otherwise required by law.

6.3 ***List of Members.***

Upon the written request of any Member, the Managers shall provide a list showing all of the names, addresses and Membership Interests and Transferee Interests in the Company.

6.4 ***Approval of Sale of All Assets.*** The Managers shall have the right, to approve the sale, exchange or other disposition of all, or substantially all, of the Company's assets which is to occur as part of a single transaction or plan.

6.5 ***Company Books.***

The Managers shall maintain and preserve, during the term of the Company, the accounts, books, and other relevant Company documents described in Section 9.9. Upon reasonable written request, each Member and Transferee shall have the right, at any time during ordinary business hours, as reasonably determined by the Manager, to inspect and copy, at the requesting Member's or Transferee's expense, the Company documents required to be maintained under Section 608.4101 of the Act, and such other documents which the Managers, in their reasonable discretion, deem appropriate.

6.6 ***Priority and Return of Capital.***

Except as may be expressly provided in Article IX, no Member or Transferee shall have priority over any other Member or Transferee, either as to the return of Capital Contributions or as to Net Profits, Net Losses or distributions; provided that this Section shall not apply to loans which a Member has made to the Company.

6.7 ***Liability of a Member to the Company.***

A Member who receives a distribution or return in whole or in part of its contribution is liable to the Company only to the extent provided by the Act.

ARTICLE VII

MEETINGS OF MANAGERS AND MEMBERS

7.1 ***Meetings.***

Meetings of the Managers, for any purpose or purposes, may be called by any Manager. Meetings of the Members for any purpose or purposes, may be called by any Members holding at least 51% of the Percentage Interests of the Members.

7.2 ***Place of Meetings***.

The Managers may designate any location within the U.S., either within or outside the State of Florida, as the place of meeting for any meeting of the Members. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal place of business of the Company.

7.3 ***Notice of Meetings***.

Except as provided in Section 7.04, written notice stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called shall be delivered not less than five (5) nor more than thirty (30) days before the date of the meeting, either personally or by mail, by or at the direction of the Managers or Member or Members calling the meeting, to each Member or Manager entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered two (2) calendar days after being deposited in the United States mail, certified mail return receipt requested, addressed to the Member or to the Manager at its address as it appears on the books of the Company, with postage therein prepaid. Notice may also be given by telegram, teletype or facsimile, or other form of electronic communication. Managers and Members may participate in and hold meetings whereby all conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other. Participation by communications equipment shall constitute presence as the meeting, unless a Member or Manager is participating in the meeting for the express purpose of objecting to the transaction of any business on the ground the meeting is not lawfully called or convened.

7.4 ***Meeting of All Members and Meetings of All Managers***. If all of the Members or all of the Managers shall meet at any time and place, and consent to the holding of a meeting at such time and place, such meeting shall be valid without call or notice, and at such meeting lawful action may be taken.

7.5 ***Record Date***.

For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof, or Members entitled to receive payment of any distribution, or in order to make a determination of Members for any other purpose, the date on which notice of the meeting is mailed or the date on which the resolution declared such distribution is adopted, as the case may be, shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Section, such determination shall apply to any adjournment thereof.

7.6 ***Quorum.***

Members holding at least fifty percent (50%) of all Percentage Interests, represented in person or by proxy, shall constitute a quorum at any meeting of Members, and if there is more than one Manager then serving, then a majority of the number of the then-serving Managers shall constitute a

quorum at a meeting of the Managers, who shall be represented in person, and shall constitute a quorum at any meeting.

7.7 ***Manner of Acting.***

If a quorum is present, the affirmative vote of a majority of all of the Members represented at the meeting, who must hold a majority Percentage Interest in the Company, shall be the act of the Members, unless the vote of a greater or lesser proportion or number is otherwise required by the Act, or by this Agreement. Unless otherwise expressly provided herein or required under applicable law, only Members who have a Membership Interest may vote or consent upon any matter and their vote or consent, as the case may be, shall be counted in the determination of whether the matter was approved by the Members.

7.8 ***Proxies.***

At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by a duly authorized attorney-in-fact. Such proxy shall be filed with the Managers of the Company before or at the time of the meeting. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy. Managers shall not be able to vote by Proxies.

7.9 ***Action by Members Without a Meeting.***

Action required or permitted to be taken at a meeting of Members may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by each Member entitled to vote and delivered to the Managers of the Company for inclusion in the minutes or for filing with the Company records. Action taken under this Section is effective when all Members entitled to vote have signed the consent, unless the consent specifies a different effective date.

7.10 ***Waiver of Notice.***

When any notice is required to be given to any Member, a waiver thereof in writing signed by the person entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.

ARTICLE VIII

CONTRIBUTIONS TO THE COMPANY AND CAPITAL ACCOUNTS

8.1 ***Members' Initial Capital Contributions.***

Each Member shall contribute such amount as is set forth on the books and records of the Company. No interest shall accrue on any Capital Contribution and the Member shall not have the right to withdraw or be repaid any Capital Contribution except as provided in this Agreement.

8.2 ***Additional Contributions.***

A Member may, but shall not be obligated to, make such additional Capital Contributions as shall be determined by the Managers. Such additional Capital Contributions shall be reflected in the Account of the Contributing Member and shall not be a part of any other Member's Capital Account absent written agreement of the Members. After the making of any such determination, the Managers shall give written notice to each Member of the amount of required additional contribution, if any, and each Member may deliver to the Company its pro rata share thereof (in proportion to the *respective* Percentage Interest of the Member on the date such notice is given) no later than thirty (30) days following the date such notice is given. None of the terms, covenants, obligations or rights contained in this Section 8.2 is or shall be deemed to be for the benefit of any person or entity other than the Members and the Company, and no such third person shall under any circumstances have any right to compel any actions or payments by the Managers and/or the Members.

8.3 ***Capital Accounts.***

(a) A separate Capital Account will be maintained for each Member. Each Member's Capital Account will be increased by (1) the amount of money contributed by such Member to the Company; (2) the fair market value of property contributed by such Member to the Company (net of liabilities secured by such contributed property that the Company is considered to assume or take subject to under Code Section 752); (3) allocations to such Member of Net Profits and Net Losses; and (4) allocations to such Member of income described in Code Section 705(a)(1)(B). Each Member's Capital Account will be decreased by (1) the amount of money distributed to such Member by the Company; (2) the fair market value of property distributed to such Member by the Company (net of liabilities secured by such distributed property that such Member is considered to assume or take subject to under Code Section 752); (3) allocations to such Member of expenditures described in Code Section 705(a)(2)(B); and (4) allocations to the account of such Member of Company loss and deduction as set forth in such Regulations, taking into account adjustments to reflect book value.

(b) In the event of a permitted sale or exchange of a Membership Interest or a Transferee Interest in the Company, the Capital Account of the transferor shall become the Capital Account of the Transferee to the extent it relates to the transferred Membership Interest or Transferee Interest in accordance with Section 1.704-1(b) (2) (iv) of the Treasury Regulations.

(c) The manner in which Capital Accounts are to be maintained pursuant to this Section 8.3 is intended to comply with the requirements of Code Section 704(b) and the Treasury Regulations promulgated thereunder. If the Company determines that the manner in which Capital Accounts are to be maintained pursuant to the preceding provisions of this Section 8.3 should be modified in order to comply with Code Section 704(b) and the Treasury Regulations, then notwithstanding anything to the contrary contained in the preceding provisions of this Section 8.3, the method in which Capital Accounts are maintained shall be so modified; provided, however, that any change in the manner of maintaining Capital Accounts shall not materially alter the economic agreement between or among the Members as set forth in this Agreement.

(d) Except as otherwise required in the Act (and subject to Sections 8.1 and 8.2), no Member or Transferee shall have any liability to restore all or any portion of a deficit balance in such Member's or Transferee's Capital Account.

8.4 ***Withdrawal or Reduction of Members' Contributions to Capital.***

(a) A Member or Transferee Interest Holder shall not receive out of the Company's property any part of its Capital Contribution until all liabilities of the Company, except liabilities to Members on account of their Capital Contributions, have been paid or there remains property of the Company sufficient to pay them.

(b) A Member or Transferee Interest Holder, irrespective of the nature of its Capital Contribution, has only the right to demand and receive cash in return for its Capital Contribution.

(c) Notwithstanding anything to the contrary in this Agreement, a Member may withdraw from the Company only at the time or upon the occurrence of an event specified in this Agreement or in the Articles of Organization. No such event is specified in either the Articles of Organization or in this Agreement at the date hereof. A Member which violates the withdrawal prohibition in this Section shall be liable for breach of this Agreement and shall become a Transferee. A withdrawing Member shall not have a right to receive the fair value of receive the withdrawing member's Interest in the Company as of the date of the resignation but rather, shall have only such rights as a Transferee would have to receive distributions as are made by the Company in the discretion of the Managers.

ARTICLE IX

ALLOCATIONS, INCOME TAX, DISTRIBUTIONS, ELECTIONS AND REPORTS

9.1 ***Allocations of Income and Losses from Operations.***

The Net Income and Net Losses of the Company for each fiscal year, and each Member or Transferee's share of Cash Flow, will be allocated in accordance with the Percentage Interests schedule set forth in Exhibit A attached hereto, and, except as provided therein, the Percentage Interests of Members shall be proportionate to the amount of their Capital Accounts as determined hereinabove.

9.2 ***Special Tax Provisions As to Extraordinary Allocations, if Any, to Capital***

Allocations of Net Income and Net Losses other than those set forth above shall be made based upon the determinations of the tax accountants and attorneys employed by the Company, giving regard to the intention expressed hereinabove and otherwise herein, with respect to special or priority allocations if any, and with regard to federal partnership tax and capital accounting principles described in Section 8.3 hereinabove.

9.3 ***Distributions.***

Within the discretion of the Managers as to amounts, if any, and as to timing, the Managers may distribute Cash Flow to the Members, in accordance with their Percentage Interests .

9.4 ***Limitation upon Distributions.***

(a) No distributions or return of contributions shall be made and paid if, after the distribution or return of distribution is made either

(1) the Company would be insolvent; or

(2) the net assets of the Company would be less than zero.

(b) The Managers may base a determination that a distribution or return of contribution may be made under Section 9.4(a) in good faith reliance upon a balance sheet and profit and loss statement of the Company represented to be correct by the person having charge of its books of account or certified by an independent public or certified public accountant or firm of accountants to fairly reflect the financial condition of the Company.

9.5 ***Tax Accounting Principles.***

The income and losses of the Company shall be determined in accordance with sound tax accounting principles applied on a consistent basis using generally accepted tax accounting principles as applied consistent with the Code.

9.6 ***Interest on and Return of Capital Contributions.***

No Member shall be entitled to interest on its Capital Contribution or to a return of its Capital Contribution, except as otherwise provided in this Agreement.

9.7 ***Loans to Company.***

Nothing in this Agreement shall prevent any Member from making secured or unsecured loans to the Company by agreement with the Company, provided that such loans are arms-length transactions, containing terms customary in the lending industry at the time such loans were made.

9.8 ***Accounting Period.***

The Company's accounting period shall be the calendar year ("Fiscal Year").

9.9 ***Records, Audits and Reports.***

At the expense of the Company, the Managers shall maintain records and accounts of the operations and expenditures of the Company. At a minimum, the Company shall keep at its principal place of business the following records:

(a) A current list of the full name and last known address of each Member and Transferee setting forth the amount of cash each Member and Transferee has contributed, a description and statement of the agreed value of the other property or services, each Member and Transferee has contributed or has agreed to contribute in the future, and the date on which each became a Member or Transferee, and their respective Percentage Interest in the Company;

(b) A copy of the Articles of Organization of the Company and all amendments thereto together with executed copies of any powers of attorney pursuant to which any amendment has be executed;

(c) Copies of the Company's federal, state, and local income tax returns and reports, if any, for the three most recent years;

(d) Copies of the Company's currently effective written Agreement, all amendments thereto, and copies of any financial statements of the Company for the three most recent years;

(e) Notices of and minutes of every Member and Managers meeting,

(f) Any written consents obtained from Members for actions taken by Members without a meeting; and

(g) Unless contained in the Articles of Organization or the Agreement, a writing prepared by the Managers setting out the following:

(1) The times at which or events on the happening of which any additional contributions agreed to be made by each Member and Transferee are to be made.

(2) Any right of a Member or Transferee to receive distributions of include a return on all or any part of the Member or Transferee's contributions.

(3) Any power of a Member or Transferee to grant the right to become an assignee of any part of the Member's or Transferee's interest, and the terms and condition of the power.

9.10 ***Returns and Other Elections.***

The Managers shall cause the preparation and timely filing of tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. Copies of such returns, and pertinent information therefrom, shall be furnished to the Members within a reasonable time after the end of the Company's fiscal year upon the Members' written request. All elections permitted to be made by the Company under federal or state laws shall be made by the Managers in their sole discretion. It is the intention of the Members that the Company shall be taxed as a "Partnership" for federal, state, and local income tax purposes.

9.11 ***Tax Matters Partner.***

SIMON L. BERNSTEIN is designated the "Tax Matters Partner" (as defined in Code Section 6231), and is authorized and required to represent the Company (at the Company's expense), either directly, or through accounting or tax representatives, in connection with all examinations for the Company's affairs by tax authorities, including, without limitation administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. The

Members agree to cooperate with each other and to do or refrain from doing any and all things reasonably required to conduct such proceedings.

ARTICLE X

TRANSFERABILITY

10.1 ***General.***

10.1.1. ***Transferees Not Members, Generally***. Except as otherwise set forth in Section 10.1.2, or with the consent of all of the Members, neither a Member nor a Transferee shall have the right, as to all or any part of its Membership Interest or Transferee Interest to:

(a) sell, assign, pledge, hypothecate, transfer, exchange or otherwise transfer for consideration (collectively, "sell" or, as context requires "selling"); or

(b) gift, bequeath or otherwise transfer for no consideration (whether or not by operation of law, except in the case of bankruptcy) (collectively, "gift").

Absent the written consent of all Members to the contrary or otherwise provided by law, the Interest of the Transferee shall be a Non-Voting Interest.

10.1.2 ***Transferees Who are Lineal Descendants of a Member***. Any Transferees who are lineal descendants of both SIMON L. BERNSTEIN and SHIRLEY BERNSTEIN, either directly, or indirectly, as beneficiaries of a Trust, or other entity beneficially owned solely for or by that Member (including, but not limited to a revocable trust established by a Member for the sole lifetime benefit of the Member or the Member's descendants) shall be Members upon their written agreement to be bound by the terms of this Agreement and shall be subject to the voting agreements described in Article V, hereinabove.

10.2 ***Right of First Refusal.***

(a) If a Selling Member desires to sell all or any portion of its Membership Interest in the Company to a third party purchaser, the Selling Member shall obtain from such third party purchaser a bona fide written offer to purchase such Interest, stating the terms and conditions upon which the purchase is to be made and the consideration offered; provided, however, the offer shall include a "tag along" or "take along" provision, pursuant to which, all Members have the right to sell a pro-rata portion (determined in accordance with the Percentage Interests of all of the Members) of their Interests to the third party. The Selling Member or Transferee shall give written notification to the remaining Members, by certified mail or personal delivery, of its intention to so transfer such Interest, furnishing to the remaining Members a copy of the written offer to purchase such Interest.

(b) Each of the remaining Members, on a basis pro rata to their Percentage Interests or on a basis pro rata to the Percentage Interests of those remaining Members exercising their rights of first refusal, shall have the right to exercise a right of first refusal to purchase all (but not less than all) of the Interest proposed to be purchased by the third party and sold by the Selling Member and the "tag along Members"upon the same terms and conditions as stated in the aforesaid written offer to purchase

by giving written notification to the Selling Member and the "tag along Members", by certified mail or personal delivery, of the intention to do so within thirty (30) days after receiving written notice from the Selling Member. Subject to the following paragraph, the failure of the remaining Members to so notify the Selling Member and the "tag along Members" of their desire to exercise this right of first refusal within said thirty (30) day period shall result in the termination of the right of the first refusal and the Selling Member and the "tag along Members" shall be entitled to consummate the sale of its Interest in the Company to such third party purchaser, provided that the sale shall be consummated within sixty (60) days following the expiration of the aforesaid thirty (30) day period. In the event the remaining Members (or any one or more of the remaining Members) give written notice to the Selling Member and the "tag along Members" of their desire to exercise this right of first refusal and to purchase all of the Interests of the Selling Member and the "tag along Members" offered upon the same terms and conditions as are stated in the aforesaid written offer to purchase, the remaining Members shall have the right to designate the time, date and place of closing, provided that the date of closing shall be within sixty (60) days after written notification to the Selling Member of the remaining Member or Members' election to exercise their right of the first refusal. In the event that two (2) or more Members give written notice of their desire to exercise their right of first refusal, absent an agreement between all the Members so exercising such right, each such Member exercising their right of first refusal shall be entitled to purchase that percentage of the selling Member's share according to the proportion that their Percentage Interests bears to the total Percentage Interests exercising such right of first refusal. The Members shall communicate with each other during the pendency of any offer made in accordance with the terms of this Section 10.2 in order to effectuate the intent of this Section.

(c) As a condition to the Company recognizing the effectiveness of either the sale or gift of an Interest in the Company (including, in both cases, a Transferee Interest), the remaining Members may require the Selling Member, Gifting Member and/or the proposed purchaser, donee or successor-in-interest, as the case may be, to execute, acknowledge and deliver to the remaining Members such instruments of transfer, assignment and assumption and such other certificates, representations and documents, and to perform all such other acts which the remaining Members' may deem necessary or desirable to:

(1) verify the purchase, gift or transfer, as the case may be;

(2) confirm that the person desiring, to acquire an Interest in the Company, or to be admitted as a Member, has accepted, assumed and agreed to be subject and bound by all of the terms, obligations and conditions of the Agreement (whether such Person is to be admitted as a new Member or as a Transferee);

(3) maintain the status of the Company as a partnership for federal tax purposes; and

(4) assure compliance with any applicable state and federal laws including securities laws and regulations.

(d) Any sale or gift of a Membership Interest or Transferee Interest in compliance with this Article X shall be deemed effective upon the last day of the calendar month in which all the terms and conditions hereof relating thereto have been satisfied. The admission of a Member in compliance with this Article X shall be deemed effective as of the last day of the calendar month in

which the remaining Members' consent thereto was given. The Selling Member hereby indemnifies the Company and the remaining Members against any and all loss, damage, or expense (including, without limitation, tax liabilities or loss of tax benefits) arising directly or indirectly as a result of any transfer or purported transfer in violation of this Article X.

10.3 ***Permitted Transfer to Descendants/Mandatory Offer at Death.***

10.3.1 ***No Mandatory Offer At Death***. If a Member's Interest is Transferred to a lineal descendant of the Member, to a Trust or other entity beneficially owned solely for or by that Member or the lineal descendant of that Member, the Transferee shall not be required to sell or offer to sell his or her Interest, shall be eligible to become a Member pursuant to Sections 10.1.1 and 10.1.2 above, and shall be subject to the voting agreements described in Article V, above. If Members of the Company are trusts for the lifetime benefit of the lineal descendants of a Member either directly or indirectly, then the successors in interest to the Interests in the Company pursuant to the terms of such trusts shall be considered as Members hereof (regardless of indirect ownership as trust beneficiaries) as long as the beneficial interests are owned by the lineal descendants of the Member, and said persons shall be subject to the voting agreements described in Article V, above.

10.3.2 ***Mandatory Offer At Death***. Except with transfers described in 10.3.1., above, the death of any Member or Transferee who owns an Interest shall constitute an offer by the Member's Estate, Trust, or other legal successor in interest, to sell all of the Member's Interest to the Company (the "Offer") at its fair market value (determined as of the date of death). The Company shall have one hundred eighty (180) days in which to accept the Offer at an agreed price, which acceptance shall be made by delivery of written notice thereof to the legal representative of the estate of the Member or Transferee, by certified mail or personal delivery, within said one hundred eighty (180) day period. If the Company does not elect to purchase the Interest within said one hundred eighty (180) day period, the remaining Members shall have the right, but are not required to, purchase the remaining part, or all, as the case may be, of the Interest at its fair market value (as determined herein) determined as of the date of death, in proportion to their existing Interests. Such right to purchase shall be exercised by delivery of written notice thereof, by certified mail or personal delivery, during the thirty (30) days immediately after the one hundred eighty (180) day period (the "30 Day Period"). If any such Member does not desire to purchase his/her or its full proportionate part of the Interest offered for sale, but the remaining Members desire to purchase all of the Interest offered for sale, said Members shall then have the right to purchase said Interest proportionally in accordance with their respective Interests and the Members shall communicate with each other during the 30 Day Period in order to effectuate the intent of this Section 10.3. Except as provided in Section 10.1.2 and 10.1.3, to the extent that any part, or all, of an Interest is not purchased under the provisions of this Section 10.3, the deceased's Member's Interest shall become a Transferee's Interest, if not owned beneficially or directly by another Member hereof. The purchase price shall be as agreed by the parties, and, unless otherwise agreed, shall be paid in cash at the closing, which shall occur no later than thirty (30) days after the end of the 30 Day Period. For purposes of this Agreement, the "fair market value" of an Interest is equal to its Percentage Interest multiplied by the value of the Company (as agreed by the parties). If the value of the Company is not agreed to by the parties, then for purposes of this Agreement "fair market value" of a Member's Interest shall be determined without reduction for minority, lack of marketability or other entity/Company level discounts, based upon a reasonable appraisal procedure to determine the fair market value of the Company's assets. The appraisal procedure shall be agreed upon by the Member and Company. If the

parties cannot agree to an appraisal procedure, then an MAI appraiser shall be selected by the Personal Representative of the deceased Member's estate, and if the Company does not agree as to that appraiser, then the Company shall select its own appraiser and each MAI appraiser then shall select a third MAI appraiser and the average of all three (3) appraisals shall be the fair market value of the Interest. As set forth hereinabove, fair market value" of a Member's Interest shall be determined without reduction for minority, lack of marketability or other entity/Company level discounts.

10.4 ***Transferee Not Member in Absence of Unanimous Consent.***

(a) Except as provided in Section 10.1.2 and 10.1.3, if all of the remaining Members do not approve by unanimous written consent of the proposed, sale or gift of the Transferring Member's Membership Interest to a transferee or donee which is not a Member immediately prior to the sale or gift, then the proposed transferee or donee shall have no right to participate in the management of the business and affairs of the Company or to become a Member. The transferee or donee shall be merely a Transferee entitled solely to economic rights to profits, losses and distributions and shall have no voting rights under this Agreement or in matters relating to the Company and its business; provided, however, any sale of a Transferee's interest in the Company should be subject to Section 10.2. No transfer of a Member's Interest in the Company (including any transfer of the Transferee Interest or any other transfer which has not been approved by unanimous written consent of the Members) shall be effective unless and until written notice (including the name and address of the proposed transferee or donee and the date of such transfer) has been provided to the Company and the nontransferring Member(s).

(b) Upon and contemporaneously with any sale or gift of a Transferring Member's Interest in the Company which does not at the same time transfer the balance of the rights associated with the Transferee Interest transferred by the Transferring Member (including, without limitation, the rights of the Transferring Member to participate in the management of the business and affairs of the Company), all remaining rights and interest which were owned by the Transferring Member immediately prior to such sale or gift or which were associated with the transferred Interest shall immediately lapse until the remaining Members, by unanimous written consent, reinstate such rights to the Transferee who did not previously obtain the unanimous written consent, reinstating such rights to a successor or transferee of such Transferee.

ARTICLE XI

ADDITIONAL MEMBERS

From the date of the formation of the Company, any Person or Entity acceptable to the Members by their unanimous vote thereof may become a Member in this Company for such consideration as the Members by their unanimous votes shall determine, subject to the terms and conditions of this Agreement. No new Members shall be entitled to any retroactive allocation of profits losses, income or expense deductions incurred by the Company. The Manager(s) may, at their option, at the time a Member is admitted, close the Company books (as though the Company's tax year has ended) or make pro rata allocations of income, loss, and expense deductions to a new Member for that portion of the Company's tax year in which a Member was admitted in accordance with the provisions of Code Section 706(d) and the Treasury Regulations promulgated thereunder.

ARTICLE XII

DISSOLUTION AND TERMINATION

12.1 ***Dissolution***.

(a) The Company shall be dissolved upon the occurrence of any of the following events:

(i) by the unanimous written consent of all Members; or

(ii) the sale, transfer or assignment of substantially all of the assets of the Company; or

(iii) as otherwise required by law.

12.2 ***Winding Up, Liquidation and Distribution of Assets***.

(a) Upon dissolution, an accounting shall be made by the Company's independent accountant of the accounts of the Company and of the Company's assets, liabilities and operations, from the date of the last previous accounting until the date of dissolution. The Managers shall immediately proceed to wind up the affairs of the Company.

(b) If the Company is dissolved and its affairs are to be wound up, the Managers shall:

(1) Sell or otherwise liquidate all of the Company's assets as promptly as practicable (except to the extent the Managers may determine to distribute any assets to the Members in kind),

(2) Allocate any profit or loss resulting from such sales to the Member's and Transferees' Capital Accounts in accordance with Article IX hereof.

(3) Discharge all liabilities of the Company, including liabilities to Members and Transferees who are creditors, to the extent other-wise permitted by law, other than liabilities to Members and Transferees for Distributions, and establish such Reserves as may be reasonably necessary to provide for contingent liabilities of the Company (for purposes of determining the Capital Accounts of the Members and Transferees, the amounts of such Reserves shall be deemed to be an expense of the Company),

(4) Distribute the remaining assets in the following order:

(i) If any assets of the Company are to be distributed in kind, the net fair market value of such assets as of the date of dissolution shall be determined by independent appraisal or by agreement of all of the Members. Such assets shall be deemed to have been sold as of the date of dissolution for their fair market value, and

the Capital Accounts of the Members and Transferees shall be adjusted pursuant to the provisions of Article IX and Section 8.3 of this Agreement to reflect such deemed sale.

(ii) To the Members and Transferees, pro rata, in accordance with the positive balance (if any) of each Member's and Transferee's Capital Account (as determined after taking into account all Capital Account adjustments for the Company's taxable year during, which the liquidation occurs) shall be distributed to the Members and Transferee either in cash or in kind, as determined by the Managers, with any assets distributed in kind being valued for: this purpose at their fair market value as determined pursuant to Section 12.2(b)(i).

(iii) Thereafter, to the Members and Transferee's pro rata, in accordance with their respective Percentage Interests.

(c) Notwithstanding anything to the contrary in this Agreement, upon a liquidation within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Treasury Regulations, if any Member has a Deficit Capital Account (after giving effect to all contributions, distributions, allocations and other Capital Account adjustments for all taxable years, including the year during which such liquidation occurs), such Member shall have no obligation to make any Capital Contribution, and the negative balance of such Member's Capital Account shall not be considered a debt owed by such Member to the Company or to any other Person for any purpose whatsoever.

(d) Upon completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated.

(e) The Manager(s) shall comply with all requirements of applicable law pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

12.3 ***Articles of Dissolution.***

When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed among its members in accordance with their respective rights and interests, a Articles of Dissolution of the Company shall be filed with the Florida Department of State.

12.4 ***Effect of Filing Articles of Dissolution.***

Upon the filing of Articles of Dissolution with the Florida Department of State, and upon issuance of the Certificate of Dissolution by the Department of the State, the existence of the Company shall cease, except for the purpose of suits, of the proceedings and appropriate action as provided in the Act. The Managers shall have authority to distribute any Company property discovered after dissolution, convey real estate and take such other action as may be necessary on behalf of and in the name of the Company.

12.5 ***Return of Contribution Nonrecourse to Other Members.***

Except as provided by law or as expressly provided in this Agreement, upon dissolution, each Member and Transferee shall look solely to the assets of the Company for the return of its Capital Contribution. If the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the cash contribution of one or more Members or Transferees, such Member(s) or Transferee(s) shall have no recourse against any other Member or Transferee, except as otherwise provided by law.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

13.1 *Notices.*

Any notice, demand, or communication required or permitted to be given by any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered personally or by express mail or courier service (with receipt acknowledged) to the party or to an executive officer of the party to whom the same is directed, if telecopied (with receipt acknowledged) to the party or an executive officer of the party to whom the same is directed or, if sent by registered or certified mail, postage and charges prepaid, addressed to the Member's and/or Company's address, as appropriate, which is set forth in this Agreement. Except as otherwise provided herein any such notice shall be deemed to be given two (2) business days after the date on which the same was deposited in the United States mail, addressed and sent as aforesaid, if sent by mail or upon confirmation of receipt if delivered by telecopier, personal delivery or courier service.

13.2 ***Books of Account and Records.***

Proper and complete records and books of account shall be kept or shall be caused to be kept by the Managers in which shall be entered fully and accurately all transactions relating. to the Company's business in such detail and completeness as is customary and usual for businesses of the type engaged in by the Company. Such books and records shall be maintained as provided in Section 9.9. The books and records shall at all times be maintained at the principal place of business of the Company. Additionally, the Managers shall promptly distribute to all Members, copies of the Company' financial statements on an annual basis.

13.3 ***Application of Florida Law.***

This Agreement and its interpretation shall be governed exclusively by its terms and by the laws of the State of Florida, and specifically the Act.

13.4 ***Waiver of Action for Partition.***

Each Member and Transferee irrevocably waives during the term of the Company any right that it may have to maintain any action for partition with respect to the property of the Company.

13.5 ***Amendments.***

This Agreement may not be amended except in writing by the affirmative vote of a majority of the Members of the Company which vote must include the affirmative vote of the Manager. Any amendment changing either the Percentage Interests of the Members or any provision within Article V requires the unanimous vote of the Members.

13.6 ***Execution of Additional Instruments.***

Each Member hereby agrees to execute such other and further statements of interest and holdings, designations and other instruments necessary to comply with an laws, rules or regulations.

13.7 ***Construction.***

Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa.

13.8 ***Headings.***

The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision thereof

13.9 ***Waivers.***

The failure of any party to seek redress for default of or to insist upon the strict performance of any covenant of condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a default, from having the effect of an original default.

13.10 ***Rights and Remedies Cumulative.***

The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any other remedy. Said rights and remedies are given in addition to any other legal rights that parties may have.

13.11 ***Severability.***

If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

13.12 ***Heirs, Successors and Assigns.***

Each and all of the covenants, terms, provisions and agreement herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors and assigns.

13.13 ***Creditors.***

None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company.

13.14 ***Counterparts***.

This Agreement may be executed in counterparts, each of shall be deemed an original but all of which shall constitute one and the same instrument.

13.15 ***Conflict of Interest Waiver***. The Members and the Company acknowledge that the law firm of Tescher & Spallina, P.A. has represented the Company in connection with the drafting of this Agreement and the formation and structuring of the Company, and that said law firm also represents one or more of the Members (namely, SIMON L. BERNSTEIN, SHIRLEY BERNSTEIN, SHIRLEY BERNSTEIN FAMILY FOUNDATION, INC., and BERNSTEIN FAMILY INVESTMENTS, LLLP). The Company and its Members acknowledge that they have been advised that there are material income tax consequences and economic ramifications from being a Member in the Company, that they fully understand the tax consequences and economic ramifications of a Member's investment in the Company, and that they have been encouraged to consult with separate and independent counsel to advise them on Company and Member issues including this Agreement and the formation of the Company. The Company and the Members hereby waive any conflicts of interest with respect to the foregoing law firm's representation of the Company and the afore described Members and owners of interests in entity Members, in connection with the services set forth in this Section.

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IN WITNESS WHEREOF, the parties hereto have caused their signatures, or the signatures of their duly authorized representatives, to be set forth below on the day and year first above written.

Witnesses:

MEMBERS:

SIMON L. BERNSTEIN TRUST AGREEMENT dated May 20, 2008

By: _____
SIMON L. BERNSTEIN, Trustee

SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008

By: _____
SHIRLEY BERNSTEIN, Trustee

ELIOT BERNSTEIN FAMILY TRUST dated May 20, 2008

By: _____
SIMON L. BERNSTEIN, Co-Trustee

By: _____
SHIRLEY BERNSTEIN, Co-Trustee

By: _____
ROBERT L. SPALLINA, Independent Trustee

JILL IANTONI FAMILY TRUST dated May 20, 2008

By: _____
SIMON L. BERNSTEIN, Co-Trustee

By: _____
SHIRLEY BERNSTEIN, Co-Trustee

By: _____
ROBERT L. SPALLINA, Independent Trustee

LISA S. FRIEDSTEIN FAMILY TRUST dated May 20, 2008

By: _____
SIMON L. BERNSTEIN, Co-Trustee

By: _____
SHIRLEY BERNSTEIN, Co-Trustee

By: _____
ROBERT L. SPALLINA, Independent Trustee

COMPANY:
BERNSTEIN HOLDINGS, LLC, a Florida limited liability company

By: _____
SIMON L. BERNSTEIN, Manager

F:\WPDATA\drt\Bernstein, Shirley & Simon\Bernstein Family Investments, LLLP\Bernstein Holdings, LLC\Bernstein Holdings, LLC Operating Agreement.wpd

BERNSTEIN HOLDINGS, LLC
LIMITED LIABILITY COMPANY
OPERATING AGREEMENT

EXHIBIT A

Member(s)	Percentage Interest*	Capital Contributions
SIMON L. BERNSTEIN, Trustee of the SIMON L. BERNSTEIN TRUST AGREEMENT u/t/d May 20, 2008	48.5%	$48.50
SHIRLEY BERNSTEIN, Trustee of the SHIRLEY BERNSTEIN TRUST AGREEMENT u/t/d May 20, 2008	48.5%	$48.50
SIMON L. BERNSTEIN and SHIRLEY BERNSTEIN, Co-Trustees ROBERT L. SPALLINA, Independent Trustee of the ELIOT BERNSTEIN Family Trust dated May 20, 2008	1%	$1.00
SIMON L. BERNSTEIN and SHIRLEY BERNSTEIN, Co-Trustees ROBERT L. SPALLINA, Independent Trustee of the JILL IANTONI Family Trust dated May 20, 2008	1%	$1.00
SIMON L. BERNSTEIN and SHIRLEY BERNSTEIN, Co-Trustees ROBERT L. SPALLINA, Independent Trustee of the LISA S. FRIEDSTEIN Family Trust dated May 20, 2008	1%	$1.00

*proportionate to capital accounts of Members

AGREEMENT OF LIMITED PARTNERSHIP OF BERNSTEIN FAMILY INVESTMENTS, LLLP

AGREEMENT OF LIMITED PARTNERSHIP OF BERNSTEIN FAMILY INVESTMENTS, LLLP

This is an Agreement of Limited Partnership ("Agreement") dated this 20 day of May, 2008, by and between BERNSTEIN HOLDINGS, LLC, a Florida limited liability company (the "General Partner"); and SIMON L. BERNSTEIN, Trustee of the SIMON L. BERNSTEIN TRUST AGREEMENT dated May 20, 2008 and SHIRLEY BERNSTEIN, Trustee of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008, together with any individual, partnership, corporation, trust, estate or other entity subsequently admitted as Limited Partners, referred to as the "Limited Partners," and individually as a "Limited Partner". The General Partner and the Limited Partners are herein sometimes referred to individually as a "Partner" and collectively as "Partners."

The parties agree as follows:

1. Formation. BERNSTEIN FAMILY INVESTMENTS, LLLP, a limited partnership under the Revised Uniform Limited Partnership Act of Florida ("Act"), became effective on February 15, 2008, the date of filing of the Certificate of Limited Partnership with the Florida Secretary of State by the General Partner. Except as otherwise provided in this Agreement, the Act shall govern the rights and liabilities of the Partners. The limited partnership has elected to be a Florida limited liability limited partnership.

2. Name. The name of the Partnership is BERNSTEIN FAMILY INVESTMENTS, LLLP. The General Partner may, in its discretion, change the name of the Partnership and adopt such trade or fictitious names as it may deem appropriate.

3. Definitions. In this Agreement, the following terms have the following meanings unless the context otherwise requires:

3.1 "Act" means the Revised Uniform Limited Partnership Act of Florida, as amended from time to time.

3.2 "Adjusted Capital Account Deficit" means, with respect to any Partner, the deficit balance, if any, in such Partner's Capital Account as of the end of the relevant fiscal year, after giving effect to the following adjustments:

3.2.1 Credit to such Capital Account any amounts which such Partner is obligated to restore (pursuant to the terms of such Partner's promissory note or otherwise) or is deemed to be obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5); and

3.2.2 Debit to such Capital Account the items described in Sections 1.704--1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), and 1.704-1(b)(2)(ii)(d)(6) of the Regulations.

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Section 1.704-1(b)(2)(ii)(d) of the Regulations and shall be interpreted consistently therewith.

3.3 "Aggregate Capital Contribution" means the net fair market value of all contributions made to the capital of the Partnership by a Partner pursuant to Section 7.

3.4 "Agreement" means this Agreement of Limited Partnership, as it may be amended from time to time.

3.5 "Capital Account" means, with respect to any Partner, the Capital Account maintained for such Partner in accordance with the following provisions:

3.5.1 To each Partner's Capital Account there shall be credited such Partner's Capital Contributions, such Partner's distributive share of Profits and any items in the nature of income or gain which are specially allocated pursuant to Section 9.3 or Section 9.4 hereof, and the amount of any Partnership liabilities assumed by such Partner or which are secured by any Partnership Property distributed to such Partner.

3.5.2 To each Partner's Capital Account there shall be debited the amount of cash and the Gross Asset Value of any Partnership Property distributed to such Partner pursuant to any provision of this Agreement, such Partner's distributive share of Losses and any items in the nature of expenses or losses which are specially allocated pursuant to Section 9.3 or Section 9.4 hereof, and the amount of any liabilities of such Partner assumed by the Partnership or which are secured by any property contributed by such Partner to the Partnership.

3.5.3 In the event all or a portion of an Interest in the Partnership is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred Interest.

3.5.4 In determining the amount of any liability for purposes of Sections 3.5.1, and 3.5.2 hereof, there shall be taken into account Code Section 752(c) and any other applicable provisions of the Code and Regulations.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Regulations Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such Regulations. In the event the General Partner shall determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto (including, without limitation, debits or credits relating to liabilities that are secured by contributed or distributed property or that are assumed by the Partnership, the General Partner, or Partners), are computed in order to comply with such Regulations, the General Partner may make such modification, provided that it is not likely to have a material effect on the amounts distributable to a Partner pursuant to Section 10.3 hereof upon the dissolution of the Partnership. The General Partner also

shall (i) make any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts of the Partners and the amount of Partnership capital reflected on the Partnership's balance sheet, as computed for book purposes, in accordance with Regulations Section 1.704-1(b)(2)(iv)(g), and (ii) make any appropriate modifications in the event unanticipated events (for example, the acquisition by the Partnership of oil or gas properties) might otherwise cause this Agreement not to comply with Regulations Section 1.704-1(b).

3.6 "Capital Contributions" means, with respect to a Partner, the amount of money and the initial Gross Asset Value of any property (other than money) contributed to the Partnership with respect to the Partnership Interest held by such Partner. The principal amount of a promissory note which is not readily traded on an established securities market and which is contributed to the Partnership by the maker of the note (or a person related to the maker of the note within the meaning of Regulations Section 1.704-1(b)(2)(ii)(c)) shall not be included in the Capital Account of any Partner until the Partnership makes a taxable disposition of the note or until (and to the extent) principal payments are made on the note, all in accordance with Regulations Section 1.704-1(b)(2)(iv)(d)(2).

3.7 "Certificate" means the certificate of limited partnership required by the Act to be filed with the Department of State of Florida, as it may be amended from time to time.

3.8 "Code" means the Internal Revenue Code of 1986, as amended, or subsequent revenue laws.

3.9 "Depreciation" means, for each Fiscal Year, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable with respect to an asset for such Fiscal Year, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such Fiscal Year, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such Fiscal Year bears to such beginning adjusted tax basis; provided, however, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such Fiscal Year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the General Partner.

3.10 "Event of Withdrawal" means an event described as such in Fla.Stats.§620.1603, or successor provision thereto.

3.11 "Fiscal Year" means (i) the period commencing on the effective date of this Agreement and ending on the last day of the Partnership's taxable year, (ii) any subsequent twelve (12) month period commencing on day after the last day of the partnership's taxable year and ending on the last day of the partnership's taxable year, or (iii) any portion of the period described in clause (ii) for which the Partnership is required to allocate Profits, Losses, and other items of Partnership income, gain, loss, or deduction pursuant to Section 9 hereof.

3.12 "General Partner" means BERNSTEIN HOLDINGS, LLC, and its successors as provided herein.

3.13 "Gross Asset Value" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

3.13.1 The initial Gross Asset Value of any asset contributed by a Partner to the Partnership shall be the gross fair market value of such asset, as determined by the contributing Partner and the General Partner, provided that, if the contributing Partner is a General Partner, the determination of the fair market value of a contributed asset shall be determined by appraisal;

3.13.2 The Gross Asset Values of all Partnership assets shall be adjusted to equal their respective gross fair market values, as determined by the General Partner, as of the following times: (a) the acquisition of an additional Interest in the Partnership by any new or existing Partner in exchange for more than a de *minimis* Capital Contribution; (b) the distribution by the Partnership to a General Partner or Partner of more than a *de minimis* amount of Partnership Property as consideration for an Interest in the Partnership; and (c) the liquidation of the Partnership within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g): provided, however, that the adjustments pursuant to clauses (a) and (b) above shall be made only if the General Partner reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the General Partner and Partners in the Partnership;

3.13.3 The Gross Asset Value of any Partnership asset distributed to a Partner shall be adjusted to equal the gross fair market value of such asset on the date of distribution as determined by the distributee and the General Partner, provided that, if the distributee is a General Partner, the determination of the fair market value of the distributed asset shall be determined by appraisal; and

3.13.4 The Gross Asset Values of Partnership assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulations Section 1.704-1(b)(2)(iv)(m) and Sections 3.26.6 and 9.3.7 hereof; provided, however, that Gross Asset Values shall not be adjusted pursuant to this Section 3.13.4 to the extent the General Partner determiners that an adjustment pursuant to Section 3.13.2 hereof is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this Section 3.13.4.

If the Gross Asset Value of an asset has been determined or adjusted pursuant to Section 3.13.1, Section 3.13.2, or Section 3.13.4 hereof, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

3.14 "Involuntary Transfer" means any involuntary sale, transfer, encumbrance or other disposition, by or in which any Partner or assignee of a Partnership Interest shall be deprived or divested of any right, title or interest in or to any Partnership Interest, or portion thereof, to any Person or governmental entity other than a Partner, including, without limitation, (i) any sale in connection with the execution of a judgment pursuant to court order, (ii) a transfer or sale in connection with a bankruptcy or a transfer or sale by a receiver, (iii) any transfer to a judgment creditor pursuant to court

order, (iv) any transfer in connection with a reorganization, insolvency or similar proceeding, (v) any transfer to a public officer or agency pursuant to any abandoned property or escheat law, or (vi) any transfer to the spouse or former spouse of a Partner or assignee of a Partnership Interest as the result of or incident to any dissolution of marriage, marital separation, or similar event (notwithstanding such transfer is pursuant to a marital or property settlement agreement).

3.15 "Limited Partners" means those Persons identified on the Signature Pages of this Agreement as limited partners and all other Persons who shall be admitted to the Partnership as Substitute Limited Partners as provided in this Agreement and no other Person.

3.16 "Net Cash From Operations" means the gross cash proceeds from Partnership operations (including sales and dispositions in the ordinary course of business) less the portion thereof used to pay or establish reserves for all Partnership expenses, debt payments, capital improvements, replacements, and contingencies, all as determined by the General Partner. "Net Cash From Operations" shall not be reduced by depreciation, amortization, cost recovery deductions, or similar allowances, but shall be increased by any reductions of reserves previously established pursuant to the first sentence of this Section 3.16 and Section 3.17 hereof. Net Cash from Operations shall include income-type items derived from Partnership investment assets (*e.g.*, dividends, interest, and partnership operating distributions).

3.17 "Net Cash From Sales or Refinancings" means the net cash proceeds from all sales and other dispositions (other than in the ordinary course of business) and all refinancings of Property, from any insurance payments or damage recoveries, other than under policies commonly referred to as a rent insurance paid to the Partnership in respect of its capital assets, and from any exercise by a governmental authority of any right of eminent domain, condemnation or similar right or power with respect to the capital assets of the Partnership, less any portion thereof used to establish reserves, all as determined by the General Partner. "Net Cash From Sales or Refinancings" shall include all principal and interest payments with respect to any note or other obligation received by the Partnership in connection with sales and other dispositions (other than in the ordinary course of business) of Partnership Property.

3.18 "Partner Nonrecourse Debt" has the meaning set forth in Section 1.704-2(b)(4) of the Regulations.

3.19 "Partner Nonrecourse Debt Minimum Gain" means an amount, with respect to each Partner Nonrecourse Debt, equal to the Partnership Minimum Gain that would result if such Partner Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Section 1.704-2(i)(3) of the Regulations.

3.20 "Partner Nonrecourse Deductions" has the meaning set forth in Sections 1.704-2(i)(1) and 1.704-2(i)(2) of the Regulations.

3.21 "Partners" means collectively the General Partner and all Limited Partners.

3.22 "Partnership" means BERNSTEIN FAMILY INVESTMENTS, LLLP.

3.23 "Partnership Interest" means a Partner's percentage interest in the profits, losses, and property of the Partnership, which percentage is to be determined in accordance with the relative contributions to the capital of the Partnership as made by the Partner and the other Partners from time to time.

3.24 "Partnership Minimum Gain" has the meaning set forth in Sections 1.704-2(b)(2) and 1.704-2(d).

3.25 "Person" means an individual, corporation, partnership, association, trust, estate or any other entity.

3.26 "Profits" and "Losses" means, for each Fiscal Year, an amount equal to the Partnership's taxable income or loss for such year or period, determined in accordance with Code Section 703(a)(for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

3.26.1 Any income of the Partnership that is exempt from federal income tax and not otherwise taken into account in computing Profits and Losses pursuant to this Section 3.26 shall be added to such taxable income or loss;

3.26.2 Any expenditures of the Partnership described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses pursuant to this Section 3.26 shall be subtracted from such taxable income or loss;

3.26.3 In the event the Gross Asset Value of any Partnership asset is adjusted pursuant to Section 3.13.2 or Section 3.13.3 hereof, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits or Losses;

3.26.4 Gain or loss resulting from any disposition of Partnership Property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value;

3.26.5 In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such fiscal year or other period, computed in accordance with Section 3.9 hereof;

3.26.6 To the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Code Section 734(b) or Code Section 743(b) is required pursuant to Regulations Section 1.704-1(b)(2)(iv)*(m)(4)* to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Partner's Interest in the Partnership, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss

(if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Profits or Losses;

3.26.7 Notwithstanding any other provision of this Section 3.26, any items which are specially allocated pursuant to Section 9.3 or Section 9.4 hereof shall not be taken into account in computing Profits or Losses.

The amounts of the items of Partnership income, gain, loss, or deduction available to be specially allocated pursuant to Sections 9.3 or Section 9.4 hereof shall be determined by applying rules analogous to those set forth in Sections 3.26.1 through 3.26.6 above.

3.27 "Property" means the property described in Exhibit "A", and such other property as the Partners shall agree to submit to Partnership ownership.

3.28 "Regulatory Allocations" has the meaning set forth in Section 9.4 hereof.

3.29 "Special Limited Partners" has the meaning set forth in Section 16.5.2.

3.30 "Substitute Limited Partners" means Persons who have acquired Partnership Interests from Limited Partners and who have been substituted for such Limited Partners as provided in this Agreement. Solely for purposes of determining those Persons who are entitled to distributions and allocations under Sections 9 and 10, "Substitute Limited Partners" means Persons who have acquired Partnership Interests from Limited Partners and Special Limited Partners and their assignees, whether or not such Persons have been substituted as provided herein.

3.31 "Transfer" means the mortgage, pledge, hypothecation, transfer, gift, bequest, sale, assignment or other disposition of any part or all or any Partnership Interest including a general partnership interest in the Partnership, whether voluntarily, by operation of law or otherwise.

4. Principal Place of Business and Recordkeeping Office and Agent for Service of Process. The principal place of business and recordkeeping of the Partnership is at BERNSTEIN FAMILY INVESTMENTS, LLLP, 950 Peninsula Corporate Circle, Suite 310, Boca Raton, Florida 33487, or at such other location as the General Partner, in its discretion, may determine. DONALD R. TESCHER shall act as agent for service of process on the Partnership.

5. Term. The Partnership shall continue until December 31, 2058, unless sooner terminated as provided in Section 18.

6. Business and Purposes. The purpose and business of the Partnership shall be the ownership, investment, management and control of the Property and other investment properties (including, without limitation, investments in real property, loans, business enterprises, marketable securities, either directly or through interests in corporations, limited partnerships, limited liability companies, and other entities), to provide a means for the BERNSTEIN family to own investment property and preserve its assets, and

to conduct such other activities as may be necessary or appropriate to promote such business and purposes, it being agreed that each of the foregoing is an ordinary part of the Partnership's business. In addition to the foregoing, or as part thereof, the Partnership shall accomplish among other things the following: (a) maintain control over BERNSTEIN family assets contributed to it, (b) consolidate fractional interests in BERNSTEIN family assets, (c) seek to increase BERNSTEIN family wealth, (d) establish a method by which gifts can be made without fractionalizing BERNSTEIN family assets, (e) provide protection to BERNSTEIN family assets from future claims against members of the families, (f) facilitate the administration and reduce the costs associated with the disability or probate of the estate of members of the BERNSTEIN family, (g) provide a mechanism to resolve BERNSTEIN family disputes, and (h) if applicable, hold restricted securities until such securities become unrestricted and free of underwriting limitations of the Securities and Exchange Commission. The Partnership shall not engage in any other business without the prior consent of Limited Partners owning (in the aggregate) at least eighty (80%) percent of the limited partnership Interests owned by the Limited Partners.

7. Capital Contributions and Capital Accounts.

7.1 Contribution of General Partners. The General Partner shall, as soon as practicable after the execution of this Agreement, contribute to the Partnership the cash and property set forth on Schedule "A" attached hereto and made a part hereof. The value of said capital contribution shall be allocated to the capital account of the General Partner. In addition, the General Partner shall contribute its efforts as managing partner.

7.2 Contribution of Limited Partners. The Limited Partners shall contribute to the Partnership the cash and property set forth on Schedule "A" attached hereto and made a part hereof. The value of each such contribution shall be allocated to the respective capital accounts of the Limited Partners as reflected on Schedule "A."

7.3 Withdrawal of Capital. Except as specifically provided in this Agreement, no Partner shall be entitled to withdraw any part of his capital account or to receive any distribution from the Partnership, and no Partner shall be required to make any additional capital contribution to the Partnership.

7.4 Partner's Loans. Loans by any Partner to the Partnership shall not be considered contributions to the capital of the Partnership and shall not increase the capital account of the lending Partner.

7.5 Interest on Capital Contribution. No interest shall be paid on any capital contributed to the Partnership.

8. Compensation and Expenses of General Partner.

8.1 Compensation and Reimbursement. The Partnership shall pay to the General Partner or its affiliates reasonable fees as compensation for services and reimbursement for sums advanced. The Partnership is authorized to enter into business agreements, contracts, and other transactions with the

General Partner or its affiliates and is authorized to pay fees, commissions or other consideration to the General Partner, or its affiliates on an arms length basis, including without limitation, real estate brokerage commissions, development fees, insurance premiums, rent, property management fees, leasing commissions and mortgage brokerage fees.

8.2 Expenses. The General Partner may charge the Partnership for any reasonable expenses actually incurred by it in connection with the Partnership's business and all allocable portions of expenses incurred in connection with both Partnership and other activities, such allocation to be determined on any equitable basis selected by the General Partner consistent with generally accepted accounting principles. Such expenses shall include, but are not limited to, payment of fees and expenses to attorneys, accountants, property managers and property management companies and other consultants.

9. Allocations of Profit and Loss, Cash Distributions.

9.1 Allocations of Profits. After giving effect to the special allocations set forth in Sections 9.3 and 9.4 hereof, Profits for any Fiscal Year shall be allocated in the following order and priority:

9.1.1 First, to the Partners in an amount equal and in proportion to the excess, if any, of the cumulative Losses allocated to the Partners pursuant to Section 9.2.2 hereof for the current and all prior Fiscal Years, reduced by the cumulative Profits allocated to the Partners pursuant to this Section 9.1.1 hereof for the current and all prior Fiscal Years;

9.1.2 The balance, if any, pro-rata to the Partners or in proportion to their Partnership Interests.

9.2 Allocation of Losses. After giving effect to the special allocations set forth in Sections 9.3 and 9.4, Losses for any Fiscal Year shall be allocated as set forth in Section 9.2.1 below, subject to the limitations in Section 9.2.2 below.

9.2.1 To the Partners in proportion to their Partnership Interests.

9.2.2 The Losses allocated pursuant to Section 9.2.1 hereof shall not exceed the maximum amount of Losses that can be so allocated without causing any Partner who is not a General Partner to have an Adjusted Capital Account Deficit at the end of any Fiscal Year. In the event some but not all of the Partners who are not General Partners would have Adjusted Capital Account Deficits as a consequence of an allocation of Losses pursuant to Section 9.2.1, the limitation set forth in this Section 9.2.2 shall be applied on a Partner by Partner basis so as to allocate the maximum permissible Losses to each Partner who is not a General Partner under Section 1.704-1(b)(2)(ii)(d) of the Regulations. All Losses in excess of the limitation previously set forth in this Section 9.2.2 shall be allocated to the General Partner.

9.3 Special Allocations. The following special allocations shall be made in the following order:

9.3.1 Minimum Gain Chargeback. Except as otherwise provided in Section 1.704-2(f) of the Regulations, notwithstanding any other provision of this Section 9, if there is a net decrease in Partnership Minimum Gain during any Partnership Fiscal Year, each Partner shall be specially allocated items of Partnership income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Partner's share of the net decrease in Partnership Minimum Gain, determined in accordance with Regulations Section 1.704-2(g). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Partner pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(f)(6) and 1.704-2(j)(2) of the Regulations. This Section 9.3.1 is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(f) of the Regulations and shall be interpreted consistently therewith.

9.3.2 Partner Minimum Gain Chargeback. Except as otherwise provided in Section 1.704-2(i)(4) of the Regulations, notwithstanding any other provision of this Section 9, if there is a net decrease in Partner Nonrecourse Debt Minimum Gain attributable to a Partner Nonrecourse Debt during any Partnership Fiscal Year, each Partner who has a share of the Partner Nonrecourse Debt Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Section 1.704-2(i)(5) of the Regulations, shall be specially allocated items of Partnership income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Partner's share of the net decrease in Partner Nonrecourse Debt Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Regulations Section 1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Partner pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(i)(4) and 1.704-2(j)(2) of the Regulations. This Section 9.3.2 is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(i)(4) of the Regulations and shall be interpreted consistently therewith.

9.3.3 Qualified Income Offset. In the event any Partner who is not a General Partner unexpectedly receives any adjustments, allocations, or distributions described in Regulations Section 1.704-1(b)(2)(ii)(d)(4), Regulations Section 1.7041(b)(2)(ii)(d)(5), or Regulations Section 1.704-1(b)(2)(ii)(d)(6), items of Partnership income and gain shall be specially allocated to each such Partner in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the Adjusted Capital Account Deficit of such Partner as quickly as possible, provided that an allocation pursuant to this Section 9.3.3 shall be made if and only to the extent that such Partner would have an Adjusted Capital Account Deficit after all other allocations provided for in this Section 9 have been tentatively made as if this Section 9.3.3 were not in the Agreement.

9.3.4 Gross Income Allocation. In the event any Partner who is not a General Partner has a deficit Capital Account at the end of any Partnership Fiscal Year which is in excess of the sum of (i) the amount such Partner is obligated to restore (pursuant to the terms of such Partner's promissory note or otherwise), and (ii) the amount such Partner is deemed to be obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5), each such Partner shall be specially allocated items of Partnership income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Section 9.3.4 shall be made if and only to the extent

that such Partner would have a deficit Capital Account in excess of such sum after all other allocations provided for in this Section 9 have been tentatively made as if this Section 9.3.4 and Section 9.3.3 hereof were not in the Agreement.

9.3.5 Nonrecourse Deductions. Nonrecourse Deductions for any Fiscal Year shall be specially allocated to the Limited Partners.

9.3.6 Partner Nonrecourse Deductions. Any Partner Nonrecourse Deductions for any Fiscal Year shall be specially allocated to the General Partner or Partner who bears the economic risk of loss with respect to the Partner Nonrecourse Debt to which such Partner Nonrecourse Deductions are attributable in accordance with Regulations Section 1.704-2(i)(1).

9.3.7 Section 754 Adjustment. To the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Regulations Section 1.704-1(b)(2)(iv)*(m)(2)* or Regulations Section 1.704-1(b)(2)(iv)*(m)(4)*, to be taken into account in determining Capital Accounts as the result of a distribution to a General Partner or Partner in complete liquidation of his Interest in the Partnership, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the General Partner and the Partners in accordance with their Interests in the Partnership in the event that Regulations Section 1.704-1(b)(2)(iv)*(m)(2)* applies, or to the Partners to whom such distribution was made in the event that Regulations Section 1.704-1(b)(2)(iv)*(m)(4)* applies.

9.3.8 Allocations Relating to Taxable Issuance of Partnership Interests. Any income, gain, loss, or deduction realized as a direct or indirect result of the issuance of an Interest in the Partnership by the Partnership to a Partner (the "Issuance Items") shall be allocated among the Partners so that, to the extent possible, the net amount of such Issuance Items, together with all other allocations under this Agreement to each Partner, shall be equal to the net amount that would have been allocated to each such Partner if the Issuance Items had not been realized.

9.4 Curative Allocations. The allocations set forth in Sections 9.2.2, 9.3.1, 9.3.2, 9.3.3, 9.3.4, 9.3.5, 9.3.6 and 9.3.7 hereof (the "Regulatory Allocations") are intended to comply with certain requirements of the Regulations. It is the intent of the Partners that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of Partnership income, gain, loss, or deduction pursuant to this Section 9.4. Therefore, notwithstanding any other provision of this Section 9 (other than the Regulatory Allocations), the General Partner shall make such offsetting special allocations of Partnership income, gain, loss, or deduction in whatever manner it determines appropriate so that, after such offsetting allocations are made, each Partner's Capital Account balance is, to the extent possible, equal to the Capital Account balance such General Partner or Partner would have had if the Regulatory Allocations were not part of the Agreement and all Partnership items were allocated pursuant to Sections 9.1, 9.2.1, 9.3.8, and 9.5. In exercising its discretion under this Section 9.4, the General Partner shall take into account future Regulatory Allocations under Sections 9.3.1 and 9.3.2 that, although not yet made, are likely to offset other Regulatory Allocations previously made under Sections 9.3.5 and 9.3.6.

9.5 Other Allocation Rules.

9.5.1 Generally, unless otherwise explicitly provided, all Profits and Losses allocated to the Partners shall be allocated among them in proportion to the Partnership Interest held by each. In the event additional Limited Partners are admitted to the Partnership on different dates during any Fiscal Year, the Profits (or Losses) allocated to the Partners for each such Fiscal Year shall be allocated among the Partners in proportion to the Partnership Interest each holds from time to time during such Fiscal Year in accordance with Code Section 706, using any convention permitted by law and selected by the General Partner.

9.5.2 The Partners are aware of the income tax consequences of the allocations made by this Section 9 and hereby agree to be bound by the provisions of this Section 9 in reporting their shares of Partnership income and loss for income tax purposes.

9.5.3 Solely for purposes of determining a General Partner's or Partner's proportionate share of the "excess nonrecourse liabilities" of the Partnership within the meaning of Regulations Section 1.752-3(a)(3), the Partner's Interests in Partnership profits are as follows: Limited Partners one hundred percent (100%) (in proportion to their Partnership Interests).

9.5.4 To the extent permitted by Sections 1.704-2(h)(3) of the Regulations, the General Partner shall endeavor to treat distributions of Net Cash From Operations or Net Cash From Sales or Refinancings as having been made from the proceeds of a Nonrecourse Liability or a Partner Nonrecourse Debt only to the extent that such distributions would cause or increase an Adjusted Capital Account Deficit for any Partner who is not a General Partner.

9.6 Tax Allocations: Code Section 704(c). In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Partnership shall, solely for tax purposes, be allocated among the General Partner and Partners so as to take account of any variation between the adjusted basis of such property to the Partnership for federal income tax purposes and its initial Gross Asset Value (computed in accordance with Section 3.13.1 hereof). In the event the Gross Asset Value of any Partnership asset is adjusted pursuant to Section 3.13.2 hereof, subsequent allocations of income, gain, loss, and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Regulations thereunder. Any elections or other decisions relating to such allocations shall be made by the General Partner in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Section 9.6 are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Partner's Capital Account or share of Profits, Losses, other items, or distributions pursuant to any provision of this Agreement.

10. Distributions.

10.1 Net Cash From Operations. Except as otherwise provided in Section 10.3 hereof, Net Cash From Operations not needed in the General Partner's determination for the reasonable needs of the Partnership business, shall be distributed to the Partners in proportion to their respective Partnership Interests.

To the extent such cash is comprised in whole or in part of nonrental income-type items derived from Partnership passive investment assets (*e.g.*, dividends, interest, and partnership operating distributions), reinvestments of such proceeds in other investment assets shall constitute expenditures for the reasonable needs of the business in the determination of the General Partner.

10.2 Net Cash From Sales or Refinancings. Except as otherwise provided in Section 10.3 hereof, Net Cash From Sales or Refinancings not needed in the General Partner's determination for the reasonable needs of the Partnership business, shall be distributed in the following order and priority:

10.2.1 First, proportionally to the Partners until their aggregate Capital Account balances are reduced to zero; and

10.2.2 thereafter, to the Partners in proportion to their Partnership Interests.

To the extent such cash is comprised in whole or in part of cash from the sale of Partnership non-real property passive investment assets (*e.g.*, marketable securities), reinvestments of such proceeds in other investment assets shall constitute expenditures for the reasonable needs of the business in the determination of the General Partner.

10.3 Liquidating Distributions. Notwithstanding the distribution provisions, liquidating distributions of the partnership, including all distributions made pursuant to a liquidation described in Regulations Section 1.704-1(b)(2)(ii)*(g)*, shall be distributed as follows:

10.3.1 First, to the payment and discharge of all of the Partnership's debts and liabilities to creditors other than the General Partners;

10.3.2 Second, to the payment and discharge of all of the Partnership's debts and liabilities to General Partners; and

10.3.3 The balance, if any, proportionally to the Partners until their aggregate Capital Account balances are reduced to zero; and

10.3.4 thereafter, to the Partners in proportion to their Partnership Interests.

The foregoing liquidating distributions are intended to be made in compliance with Regulations Section 1.704-1(b)(2)(ii)(b)(2) and subsequent to a revaluation of Partnership property and corresponding adjustment of Capital Accounts under Treas.Regs. §1.704-1(b)(2)(iv)(f). If any General Partner's Capital Account has a deficit balance (after giving effect to all contributions, distributions, and allocations for all Fiscal Years, including the Fiscal Year during which such liquidation occurs), such General Partner

shall contribute to the capital of the Partnership the amount necessary to restore such deficit balance to zero in compliance with Regulations Section 1.704-1(b)(2)(ii)(b)(3). If any Limited Partner who is not a General Partner has a deficit balance in his Capital Account (after giving effect to all contributions, distributions, and allocations for all Fiscal Years, including the Fiscal Year during which such liquidation occurs), such Limited Partner shall have no obligation to make any contribution to the capital of the Partnership with respect to such deficit, and such deficit shall not be considered a debt owed to the Partnership or to any other Person for any purpose whatsoever. In the discretion of the General Partner, a pro rata portion of the distributions that would otherwise be made to the General Partner and Limited Partners pursuant to this subsection may be (a) distributed to a trust established for the benefit of the General Partner and Limited Partners for the purposes of liquidating Partnership assets, collecting amounts owed to the Partnership, and paying any contingent or unforseen liabilities or obligations of the Partnership or of the General Partner arising out of or in connection with the Partnership. The assets of any such trust shall be distributed to the General Partner and Limited Partners from time to time, in the reasonable discretion of the General Partner, in the same proportions as the amount distributed to such trust by the Partnership would otherwise have been distributed to the General Partner and Limited Partners pursuant to this Subsection 10.3; or (b) withheld to provide a reasonable reserve for Partnership liabilities (contingent or otherwise) and to reflect the unrealized portion of any installment obligations owed to the Partnership, provided that such withheld amounts shall be distributed to the Partners as soon as practicable.

10.4 Division Among Partners. Except as otherwise provided above, all distributions to the Partners pursuant to this Section 10 shall be divided among them in proportion to the Partnership Interest held by each.

10.5 Amounts Withheld. All amounts withheld pursuant to the Code or any provision of any state or local tax law with respect to any payment, distribution, or allocation to the Partnership, the General Partner, or the Partners shall be treated as amounts distributed to the General Partner and the Partners pursuant to this Section 10 for all purposes under this Agreement. The General Partner is authorized to withhold from distributions, or with respect to allocations, to the General Partner and Partners and to pay over to any federal, state, or local government any amounts required to be so withheld pursuant to the Code or any provisions of any other federal, state, or local law and shall allocate such amounts to the General Partner and Partners with respect to which such amount was withheld.

10.6 Special Tax Elections. At the written request of any Partner the Partnership shall make an election pursuant to Section 754 of the Code upon a distribution of property described in Code Section 734 or a transfer described in Code Section 743 of a Partnership Interest in accordance with this Agreement. Each Partner shall, upon request, supply the General Partner with the information necessary to make such election.

10.7 General Elections and Limitations. The General Partner is authorized, in its sole discretion, to make any other elections required or permitted with respect to Federal or state taxes in any Partnership tax return; provided, however, no election shall be made by either the Partnership or the Partners to be excluded from the application of the provisions of Subchapter K, Chapter I of Subtitle A of the Code or from any similar provisions of any state tax laws.

10.8 Distribution in Kind. If any assets of the Partnership are distributed in kind, such assets shall be distributed to the Partners entitled to participate in the distribution as tenants-in-common in the same proportions as such Partners would have been entitled to cash distributions.

10.9 Rights of Partners to Property. No Partner shall have the right to withdraw or reduce his capital contribution to the Partnership except as a result of the dissolution of the Partnership or as otherwise provided by law. No Partner shall be entitled to demand and receive property other than cash in return for his capital contribution to the Partnership, and, to the maximum extent permissible under applicable law, each Partner hereby waives all right to partition the Partnership Property.

10.10 Priorities of Limited Partners. No Limited Partner shall have any priority over any other Limited Partner as to the return of his contribution to the capital of the Partnership or as to compensation by way of income.

10.11 Minimum Interest of General Partner. Notwithstanding the allocations contained in these Sections 9 and 10, it is the intent of this Agreement that in no event shall the General Partner be allocated less than 1% of Profits, Losses, Net Cash from Operations or Net Cash From Sales or Refinancings allocated to the Partners.

11. Rights, Duties and Powers of the General Partner and Limited Partners.

11.1 Management. The General Partner shall be solely responsible for the management of and shall use its best efforts to manage and control the Partnership business with all rights and powers generally conferred by law or necessary, advisable or consistent with such responsibility.

11.2 Rights. In addition to any other rights and powers which it may possess, the General Partner shall have all specific rights and powers required or appropriate to the management of the Partnership business which, by way of illustration, but not by way of limitation, shall include the right and power:

11.2.1 To evaluate, select, negotiate for, acquire, purchase, operate, hold, trade, sell, exchange, convey or lease the Partnership Property, and any real property which is or may become a part of the Partnership property, as well as personal or other property connected with it, and except as may be limited by this Agreement to acquire or grant options for the purchase or sale of or sell the Partnership property from or to any Person, including, without limitation, the General Partner for such price, cash or otherwise, and upon such terms as the General Partner in its sole discretion deems to be in the best interests of the Partnership.

11.2.2 To manage, develop, improve, maintain and service Partnership properties; to form corporations or acquire shares of stock in corporations to carry out any of the purposes of the Partnership and to acquire title to property in the name of such corporations and to guarantee or otherwise secure the obligations of such corporations in furtherance of Partnership purposes.

11.2.3 To borrow and lend money and, if security is required for a borrowing, to mortgage or subject to any other security device any portion of the property of the Partnership, to execute replacements of any mortgage or other security device, and to prepay, in whole or in part, refinance, increase, modify and consolidate such indebtedness as determined in their discretion to be in the best interest of the Partnership.

11.2.4 To place of record, title to, or the right to use, Partnership assets in the name or names of a nominee or nominees, including, but not limited to, the General Partner, or a land trustee, for any purpose convenient or beneficial to the Partnership.

11.2.5 To acquire and to enter into any contract of liability and other insurance which the General Partner deems necessary and proper for the protection of the Partners and Partnership, for the conservation of its assets or for any purpose convenient or beneficial to the Partnership.

11.2.6 To employ from time to time persons, firms or corporations for the operation and management of the Partnership business, including, but not limited to, attorneys, accountants, advisors, administrators, property managers and personnel, managing and supervising agents, construction, maintenance and repair contractors, independent contractors furnishing full service components, architects, land planners, financial consultants, engineers, insurance brokers, real estate brokers and loan brokers on such terms and for such compensation as the General Partner may determine. The General Partner is hereby specifically authorized in its sole discretion to employ the General Partner as provided in, and subject to, the provisions of this Agreement. Compensation connected with any such employment shall be an expense of the Partnership.

11.2.7 To make elections under the tax laws of the United States or any state as to the treatment of Partnership income, gain, loss, deduction and credit, and as to all other relevant matters.

11.2.8 To determine the Profits, Losses, Net Cash from Operations and Net Cash From Sales or Refinancings of the Partnership for any period and from any transaction.

11.2.9 To transfer all or part of the real or personal property belonging to the Partnership to one or more general or limited partnerships or corporations in exchange for partnership interests or shares of stock which the Partnership may hold or distribute among the Partners in accordance with their respective Interests in the Partnership.

11.2.10 To perform any and all other acts or activities customary or incidental to the Partnership purposes and businesses.

11.2.11 Adjust Partner Capital Account balances to reflect a revaluation of Partnership property on the books of the Partnership in accordance with and as permitted by the provisions of Treas.Regs. §1.704-1(b)(2)(iv)(f).

11.3 Certain Limitations. The General Partner shall have all of the rights and powers and be subject to all of the restrictions and liabilities of a partner in a partnership without limited partners,

except that without the written consent of all of the Limited Partners as provided in this Agreement, or as otherwise provided by law, the General Partner shall not have authority to do any of the following:

11.3.1 Any act in contravention of the Certificate or this Agreement.

11.3.2 Confess a judgment against the Partnership.

11.3.3 Possess Partnership property, or assign the rights of the Partnership in specific Partnership property, for other than a Partnership purpose.

11.3.4 Admit a Person as a General Partner, except as otherwise provided in this Agreement.

11.3.5 Admit a Person as a Limited Partner, except as otherwise provided in this Agreement.

11.3.6 Require any Limited Partner to make any contribution to the capital of the Partnership not provided in Section 7.

11.4 Other Interests. Any of the Partners and any affiliates of the Partners, or any shareholder or any other Person holding a legal or beneficial interest in an entity which is a Partner or an affiliate of the General Partner, may engage in or possess an interest in other business ventures which may be competitive with the business of, or which may transact business with, the Partnership. Neither the Partnership nor the Partners shall have any right by virtue of this Agreement in and to such independent ventures or to the income or profits derived from them.

11.5 Agreement Beyond the Partnership Term. Agreements entered into by the Partnership, including, but not limited to, security agreements, mortgages and leases, may extend for terms in excess of the term of the Partnership.

11.6 General Partner as Limited Partner. The General Partner or its affiliates may acquire and own Interests as Limited Partners, in addition to its Interest as General Partner. In addition, the General Partner may become a Limited Partner in accordance with the provisions of Section 16.5.2.

11.7 Time Devoted to Partnership Business. The General Partner shall devote only such time to the business of the Partnership as it, in its sole discretion, shall deem to be necessary to manage and supervise the Partnership business.

11.8 General Partner's Liability. The General Partner shall not be liable for the return of any portion of the Aggregate Capital Contributions of the Limited Partners.

11.9 Exculpation and Indemnification of General Partner. No General Partner shall be liable, responsible or accountable in damages or otherwise to the Partnership or any other Partner for

any act performed or failure to act by it unless such act or failure to act is attributable to willful misconduct or gross negligence. The Partnership shall indemnify and hold harmless the General Partner from and against any and all loss, damage, liability, cost or expense, including reasonable attorneys' fees, arising out of any act or failure to act by the General Partner if such act or failure to act is in good faith within the scope of this Agreement and is not attributable to willful misconduct or gross negligence. The General Partner shall indemnify and hold harmless the Partnership and the Partners for any loss, damage, liability, cost or expense (including reasonable attorneys' fees) arising out of any act or failure to act by the General Partner, where such act or failure to act is attributable to willful misconduct or gross negligence.

11.10 Tax Matters Partner. BERNSTEIN HOLDINGS, LLC, shall be the Tax Matters Partner; provided, however, if it is no longer General Partner then it shall be a successor appointed by Limited Partners owning in the aggregate 51% of the Limited Partnership Interests. The Tax Matters Partner shall notify all Partners as to the beginning of any administrative proceedings at the Partnership level with respect to Partnership items and shall further notify the Partners as to any final Partnership administrative adjustment resulting from any such proceeding. The Tax Matters Partner shall be entitled to reimbursement for all costs and expenses incurred in connection with its services to the Partnership as Tax Matters Partner, and shall be indemnified and held harmless by the Partners with respect to such services, except with respect to willful misconduct or gross negligence.

11.11 Powers of Limited Partners. The Limited Partners shall take no part in or interfere in any manner with the conduct or control of the Partnership business and shall have no right or authority to act for or to bind the Partnership. The Partnership may engage Limited Partners or persons associated with them for specific purposes and may otherwise deal with such Limited Partners on terms and for compensation to be agreed upon by any such Limited Partner and the Partnership. The exercise of any of the rights and powers of the Limited Partners pursuant to the terms of this Agreement shall not be deemed taking part in the day-to-day affairs of the Partnership or the exercise of control over Partnership affairs.

11.12 Liability of Limited Partners. A Limited Partner shall not be bound by, or personally liable for, any of the debts, contracts, liabilities, or other obligations of the Partnership or the General Partner, or for any losses of the Partnership in excess of their required capital contribution, and the liability of each Limited Partner shall be limited solely to the amount of his contribution to the capital of the Partnership required by the provisions of Section 7. Notwithstanding any of the foregoing to the contrary, and only to the extent otherwise required by applicable law, a Partner receiving a distribution in part or full return of his aggregate Capital Contribution shall be liable to the Partnership for any sum, not in excess of such amount returned plus interest, necessary to discharge the liabilities of the Partnership to creditors who extended credit or whose claims arose before such distribution, excluding liabilities of the Partnership represented by debt, the repayment of which is secured solely by the Partnership Property.

12. Loans to the Partnership. From time to time any Partner, including the General Partner, upon the request of the General Partner, may make optional loans to the Partnership or advance money on its

behalf. Such loans and advances may be in the form of direct loans, payment of sums payable by the Partnership, payments of guarantees of Partnership indebtedness or otherwise. Loans and advances under this Section shall be accounted for as loans and not as capital contributions to the Partnership. All sums loaned or advanced, together with interest on such sums, shall be deemed an obligation of indebtedness from the Partnership to the lending Partner, and such loan or advance shall bear interest at a reasonable rate agreed to by the Partnership and the lending Partner.

13. Books, Records, Reports, Bank Accounts and Tax Elections.

13.1 Books of Account. At all times during the existence of the Partnership, the General Partner shall keep, or cause to be kept, full and true books of account of the Partnership in accordance with generally accepted accounting principles. The books shall be maintained on such method of accounting, accrual or cash, as the General Partner determines in its discretion to be in the best interests of the Partnership. The books of the Partnership, together with a certified copy of the Certificate, shall be maintained at the principal place of business of the Partnership. During reasonable business hours the Limited Partners and their authorized representatives may inspect and copy the Partnership's books of account.

13.2 Financial Statements. At least annually, unaudited financial statements and an annual report of the business of the Partnership shall be prepared at the direction of the General Partner. If a Partner wishes to obtain an audited financial statement, he may cause it to be prepared, but he shall pay all fees and expenses for its preparation.

13.3 Tax Returns. In addition to the financial statement and annual report, the General Partner shall cause income tax returns for the Partnership to be prepared and filed with the appropriate authorities and the General Partner shall also cause such reports as may be required by regulatory agencies to be prepared, filed and distributed as required.

13.4 Dissemination. The General Partner shall distribute annual reports of the business of the Partnership, financial statements and income tax information to the Limited Partners as soon as is practicable after the close of each fiscal year of the Partnership.

13.5 Fiscal Year. The Partnership tax year shall be the calendar year, unless a General Partner elects another fiscal year and obtains the approval of the Internal Revenue Service to such year.

13.6 Bank Accounts. All funds of the Partnership shall be deposited in the Partnership name in such bank account or accounts as may be designated by the General Partner. Withdrawals from any such bank account or accounts shall be made upon such signature or signatures as the General Partner may designate.

14. Transfer of Limited Partnership Interest.

14.1 Method of Transfer. No Transfer of all or part of a Limited Partner's Interest may be effected except as permitted in this Section 14, and then only if a counterpart of the instrument of Transfer, executed and acknowledged by the parties to the Transfer is delivered to the Partnership. A permitted Transfer shall be effective as of the date specified in the instruments of Transfer. This Partnership is formed by those who know and trust one another, who have surrendered certain management rights (in exchange for limited liability in the case of a Limited Partner), or who have assumed management responsibility and risk (in the case of a General Partner) based upon their relationship and trust. Capital is material to the business and investment objectives of the Partnership and its federal tax status. An unauthorized Transfer of a Limited Partner's Interest could create a substantial hardship to the Partnership, jeopardize its capital base, and adversely affect its tax structure. The restrictions on Transfers set forth in this Section are not intended as a penalty, but as a method to protect and preserve existing relationships based upon trust and the Partnership's capital and its financial ability to continue.

14.2 Transfers by Limited Partners. Except as expressly provided herein, no Limited Partner may Transfer any part or all of his Interest. Notwithstanding the foregoing and without being subject to the right of first refusal provisions of Section 14.3, a Partner may Transfer all or any part of his Interest to (i) another Partner, (ii) a lineal descendant of both SIMON L. BERNSTEIN and SHIRLEY BERNSTEIN, (iii) a trust of which a majority in interest of the beneficiaries are Partners and/or lineal descendants of both SIMON L. BERNSTEIN and SHIRLEY BERNSTEIN; or (iv) to another partnership or corporation provided that a majority of the voting stock of the corporation or the general partnership interest in the case of a limited partnership or the interest in capital in a general partnership are owned and controlled by SIMON L. BERNSTEIN and/or lineal descendants of SIMON L. BERNSTEIN and SHIRLEY BERNSTEIN.

14.3 Right of First Refusal. Notwithstanding the above restrictions on Transfer of Interest, a Limited Partner may Transfer all or any part of his Interest, other than by gift or devise, pursuant to a Bona Fide offer as defined in Section 14.3.2, and in such instance the Partnership shall have a right of first refusal to purchase any Interest which any Limited Partner may wish to Transfer, on the terms and subject to the conditions set forth in Section 14.3.1 through 14.3.3:

14.3.1 In the event that any Limited Partner receives a Bona Fide Offer, as herein defined, from a third party (the "Proposed Assignee") to purchase all or any portion of his Interest and he is willing to accept such Bona Fide offer, that Limited Partner (the "Offeror-Limited Partner") shall promptly send written notice (the "Notice") to the General Partner, offering to sell his Interest to the Partnership at the same price and upon the same terms and conditions that are contained in the Bona Fide Offer. The Notice shall contain a true and complete copy of the Bona Fide Offer, the price, the portion of the Interest to be sold, and all terms and conditions and the name and addresses, both home and office, and businesses or other occupations of the Proposed Assignee.

14.3.2 As used in this Agreement, "Bona Fide Offer" means an offer in writing, signed by the Proposed Assignee, who must be a Person financially capable of carrying out the terms of the Bona Fide Offer, in a form legally enforceable against the Proposed Assignee.

14.3.3 Whenever an Offeror-Limited Partner gives the Partnership notice of a Bona Fide Offer to purchase his Interest, the following procedure shall be complied with:

14.3.3.1 For a period of ten days from its receipt of the Notice, the Partnership shall have the option to notify the Offeror-Limited Partner that it intends to purchase the Interest.

14.3.3.2 If the Partnership does not give the Offeror-Limited Partner notice within the prescribed time period that it will purchase the Interest covered by the Bona Fide Offer, the Offeror-Limited Partner shall have the right to accept the Bona Fide Offer and sell the Interest subject to the provisions and restrictions of this Agreement, but only in strict accordance with all of the terms of the Bona Fide Offer and only if the sale is fully consummated within 45 days after the mailing of the Notice. If the Interest is not sold to the Proposed Assignee pursuant to the Bona Fide Offer within that 45 day period, then, before disposing of the Interest the Offeror-Limited Partner shall again be obligated to reoffer the Interest to the Partnership pursuant to the terms of this Section.

14.3.3.3 If the Partnership exercises its option to purchase the Interest a closing shall be held within 15 days after the Partnership gives notice of its election to exercise the option to purchase. The closing shall be on the basis of the terms and other provisions of the Bona Fide Offer.

14.4 Rights of Transferees. No transferee of the Interest of any Limited Partner, including transferees described in Sections 14.2 or 14.3, shall have the right to become a Substitute Limited Partner, unless:

14.4.1 His transferor has stated such intention in the instrument of assignment.

14.4.2 The transferee has executed an instrument reasonably satisfactory to the General Partner accepting and adopting the terms and provisions of this Agreement.

14.4.3 The transferor or transferee pays to the Partnership any reasonable expenses in connection with the admission of the transferee as a Limited Partner.

14.4.4 The transferor and transferee furnish the Partnership with the transferee's tax identification number, sufficient information to determine the transferee's initial tax basis in the Interest transferred, and any other information reasonably necessary to permit the Partnership to file all required federal and state tax returns and other legally required information statements or returns. Without limiting the generality of the foregoing, the Partnership shall not be required to make any distribution otherwise provided for in this Agreement with respect to any transferred Partnership Interest (without regard to whether the transferee is admitted as a Substitute Limited Partner) until it has received such information.

14.4.5 In the case of an assignee or transferee who is not otherwise a Partner, the General Partner, in its sole, absolute and unfettered discretion, consents to such person becoming a

Substitute Limited Partner, including assignees of Partnership Interests whose interest arises by reason of the death of a Partner.

The assignor of a Limited Partnership Interest shall not act for or on behalf of the assignee of the Limited Partnership Interest who does not become a Substitute Limited Partner, and until an assignee of a Limited Partnership Interest is admitted as a Substitute Limited Partner, both the Partnership and the Partners shall be entitled, but not required, to treat the transferor of the Partnership Interest as the absolute owner thereof in all respects. An assignee of a Limited Partnership Interest who does not become a Substitute Limited Partner, unless otherwise a Partner, does not become a Partner and is not entitled to exercise the rights of a Partner.

14.5 General Partner's Acquisition of Limited Partner Interest. If a General Partner should acquire any Limited Partner Interest, that General Partner with respect to that Interest shall become a Limited Partner and enjoy all of the rights and be subject to all of the obligations and duties of a Limited Partner to the extent of such Interest.

14.6 Income/Loss Allocations Upon Transfer. Unless otherwise agreed between the transferor and the transferee, upon the Transfer of an Interest the Profits and Losses attributable to the Interest transferred shall be allocated between the transferor and the transferee as of the date set forth in the instrument of Transfer, and such allocation shall be based upon the number of days during the applicable fiscal year of the Partnership that the Interest transferred was held by each of them, without regard to the results of Partnership activities during the period in which each was the holder. All distributions with respect to such Interest shall be made only to the holder of record of the Interest on the date of distribution.

15. Death, Incompetency, Bankruptcy or Dissolution of a Limited Partner.

15.1 Individual Limited Partner. Upon the death, adjudication of bankruptcy, insolvency or legal incompetency of an individual Limited Partner, his personal representative shall have all the rights of a Limited Partner for the purposes of settling or managing his estate and such power as the decedent, bankrupt or incompetent possessed to constitute a successor as an assignee of his Interest in the Partnership and to join with such assignee in making application to the General Partner to have such assignee become a Substitute Limited Partner.

15.2 Other Limited Partners. Upon the adjudication of bankruptcy, insolvency, dissolution or other cessation to exist as a legal entity of a Limited Partner not an individual, the authorized representative of such entity shall have all of the rights of a Limited Partner for the purpose of effecting the orderly winding up and dissolution of the business of such entity and such power as such entity possessed to constitute a successor as an assignee of its Interest in the Partnership and to join with such assignee in making application to the General Partner to have such assignee become a Substitute Limited Partner.

16. Resignation, Removal and Election of a General Partner; Assignment; Transfer.

16.1 Substitution for a General Partner. The General Partner may not admit any Person as a substitute General Partner.

16.2 Resignation of a General Partner. A General Partner may resign as such by delivering thirty (30) days advance written notice of its resignation to all Partners.

16.3 Removal of a General Partner. A General Partner shall be removed and cease to be a General Partner of the Partnership:

16.3.1 If (a) the General Partner being removed is in default of a material provision of this Agreement and (b) has not cured such default within 30 days after written notice of such fact is given to the General Partner sought to be removed and to all other Partners by Limited Partners owning at least 75% of the Interests owned by the Limited Partners. Written notice pursuant to this section shall set forth the day upon which the removal is to become effective if the default is not cured. However, the removal of a General Partner shall not take effect unless and until that General Partner is released from all liability by all lenders who have made loans to the Partnership, including loans made to the General Partner, on behalf of the Partnership. Such release shall be evidenced by written instruments executed by the lenders and any releases of liability shall extend to such General Partner in his capacity as such and individually. The removal of a General Partner shall be effective on the later of the date set forth in the notice or the date of delivery of the releases to the General Partner.

16.3.2 The occurrence of an Event of Withdrawal.

16.4 Liability of General Partner After Resignation or Removal. If a General Partner resigns or is removed in accordance with the provisions of this Agreement, his liability as a General Partner shall cease upon resignation or removal as provided in the Act, and the Partnership shall promptly take all actions reasonably necessary under the Act to cause such cessation of liability. The Partnership shall indemnify the General Partner with respect to any such liability. However, claims, demands, liabilities, costs and damages held against or incurred by the General Partner in violation of the terms of this Agreement shall be held as an offset against the General Partner's Interest.

16.5 Interest of a General Partner After Resignation or Removal.

16.5.1 The resignation or removal of a General Partner shall not affect its rights as the owner of any Limited Partnership Interest.

16.5.2 Subject to the provisions of Section 16.5.3, upon the resignation or removal of a General Partner, the Interest which he had as a General Partner in Profits and Losses and distributions of Net Cash from Operations and Net Cash From Sales or Refinancings shall be retained by him and be converted into a "Special Limited Partner's" Interest and the Partnership shall take all actions necessary to admit such General Partner as a Special Limited Partner with respect to such converted Interest. Such conversion shall not, however, result in the General Partner becoming a Substituted Limited Partner with respect to such Interest. As a Special Limited Partner, the former General Partner shall be sent copies

of all notices, reports and other information furnished to Limited Partners by the General Partner or the Partnership.

16.5.3 Upon the resignation or removal of:

16.5.3.1 A General Partner leaving the Partnership with one or more General Partners whose total Interest in the Profits and Losses of the Partnership would be less than 1%, the Interest of the resigned or removed General Partner in such portion of the Partnership's Profits and Losses which is necessary to bring the total Interest of the remaining General Partners in the Profits and Losses of the Partnership up to 1% shall be automatically transferred to the remaining General Partner without any payment.

16.5.3.2 One or more General Partners leaving the Partnership without a General Partner and the election of a successor General Partner pursuant to Section 16.6, the rights and interest in 1% of the Partnership's Profits and Losses of the last General Partner who has resigned or been removed, shall be sold to and purchased by his successor as of the date of such resignation or removal at such price as shall be agreed upon between them; provided, however, that if no such agreement is reached within 30 days of the election of a successor then such price shall be determined by arbitration in the State of Florida under the rules of the American Arbitration Association. Within 60 days after the determination of such price it shall be paid in cash together with interest at the then prevailing short-term applicable federal rate under Internal Revenue Code Section 1274. The cost of arbitration shall be paid equally by the successor and the departing General Partner. If any sums payable under this Section to the resigned or removed General Partner are not paid to him when due, then such sums shall be paid to him by the Partnership.

16.6 Election of a Substitute General Partner. If there is only one General Partner and he resigns, or is removed in accordance with this Agreement, and if, pursuant to Section 18.1.2, the Limited Partners unanimously elect to continue the business of the Partnership, then a substitute General Partner shall be elected by an Eighty (80%) percent vote of the Limited Partners, and he shall take all actions necessary to continue the business of the Partnership. Notwithstanding the foregoing, if in the written opinion of counsel for the Partnership it is more likely than not that all Limited Partners must agree on a substitute General Partner to avoid a dissolution under the Act, then in lieu of the foregoing Eighty (80%) percent vote, all Limited Partners shall agree to the election of each substitute General Partner. Such election shall be accomplished in the following manner: Any one or more of the Limited Partners shall, promptly after the election to continue, nominate a person or entity for election as the substitute General Partner. Such nominee shall not become the General Partner unless elected by a vote of Eighty (80%) percent (or, One Hundred (100%) percent, as provided above) of the Interests owned by the Limited Partners. In the event that such nominee is not elected, then any one or more of the Limited Partners shall as soon as practicable nominate another substitute General Partner and such procedure shall continue until a substitute General Partner is elected or the Partnership is dissolved pursuant to Section 18.1.

16.7 Transfer of Interest of a General Partner. No General Partner may transfer, assign, encumber or otherwise dispose of his Interest as a General Partner in the Partnership except as provided for in this Section 16. All General Partners' Interests in the Partnership pursuant to Section 9 transferred pursuant to Section 16, including for this purpose, but not limited to, conversions to a Special Limited Partner's Interest, are included in the allocations to and distributive shares of the Partners in Section 9 as a Partner's Interest and shall be allocated and distributed to the transferees of such Interest.

17. Involuntary Transfers of Partnership Interests. In the event of any Involuntary Transfer, which for this purpose shall include a charging order, by any Partner or assignee of any Partnership Interest, the following procedures shall apply:

17.1 The Partner or assignee deprived or divested of any Partnership Interest by the Involuntary Transfer (the "Transferor") promptly shall give written notice of such Involuntary Transfer in reasonable detail to the Partnership and all Partners other than the Transferor, and the Person(s) who take or propose to take any interest in such Partnership Interest (for purposes of this Section 17, such Person(s) are referred to hereinafter as the "Transferee" and such Partnership Interest referred to hereinafter as the "Subject Partnership Interest") as a result of such Involuntary Transfer shall hold such interest subject to the rights of the Partnership as set forth in this Section 17.

17.2 Upon receipt of the notice referred to in the preceding subparagraph or upon discovery by the General Partner of such Involuntary Transfer by the General Partner, the Partnership shall have the irrevocable option, exercisable at the sole discretion of the General Partner, but not the obligation, for a period of sixty (60) days following receipt of such notice or such discovery, to purchase all or any part of the Subject Partnership Interest, pursuant to the terms set forth in this Section 17. All exercises of such option shall be in writing, shall specify the portion of the Subject Partnership Interest to be purchased, and shall be effective upon receipt thereof by the Transferee.

17.3 The closing for any such sale of the Subject Partnership Interest to the Partnership shall be held at the offices of the Partnership no later than forty-five (45) days after the receipt by the Transferee of the notice exercising the Partnership's irrevocable option to purchase such Subject Partnership Interest. The purchase price of any Subject Partnership Interest purchased pursuant to this Section 17 shall be the fair market value of the Subject Partnership Interest, taking into account all potential discounts for lack of control, lack of marketability and other relevant valuation factors that would be applicable to a sale of the Subject Partnership Interest to a party unrelated and unaffiliated with any existing Partner or assignee, as determined by a reasonably qualified appraiser selected by the Partnership.

17.4 The valuation date for the determination of the purchase price shall be the first day of the month following the month in which notice is given pursuant to Section 17.2 above.

17.5 The purchase price shall be paid by the Partnership by making and delivering to the Transferor or the Transferee, as the case may be, of an unsecured ten (10) year nonrecourse promissory note. Interest on such note shall be payable at the long-term applicable federal rate under Internal

Revenue Code Section 1274. The first installment will be due and payable on the first day of the calendar year following the closing, and subsequent annual installments, with accrued interest, will be due and payable on the first day of each succeeding calendar year until the entire amount of the obligation is paid. The Partnership shall have the right to prepay all or any part of the note at any time without penalty.

17.6 If the Partnership does not exercise its option to purchase all or part of the Subject Partnership Interest under this Section 17, the remaining Partners within the same sixty day exercise period shall have the right but not the obligation to purchase as set forth in this Section 17 in proportion to their Partnership Interests in the manner so set forth. However, to the extent that one or more of the Partners declines to exercise such Partner's right, the remaining Partners shall be offered the right but not the obligation, on a pro-rata basis, to purchase the remaining portion of the Subject Partnership Interest. Such Partners may provide written notice of exercise prior to the expiration of the period notwithstanding that the Partnership may still exercise its option, and such notice may provide that the portion sought to be purchased is the maximum portion available to be purchased by such Partner, with such notice to be effective only if and to the extent that the Partnership does not preempt such Partner by exercising its option.

17.7 In the event the Partnership and the Partners do not purchase all of the Subject Partnership Interest involved in an Involuntary Transfer, the Transferee shall become an assignee of the Subject Partnership Interest, except as admitted as a Substitute Limited Partner in accordance with the terms of this Agreement, provided, however, if a third party obtains a charging order, its rights shall be limited accordingly.

17.8 For purposes of this Section 17, the term "Partner or Assignee" shall include the beneficiaries of a trust that is a Partner or assignee of a Partnership Interest, and the term "Partnership Interest" shall include the beneficial interests of the beneficiaries of a trust that is a Partner or assignee of a Partnership Interest.

17.9 Neither the Transferee of an Involuntary Transfer nor the Transferor will have the right to vote on Partnership matters during the period when the option to purchase granted under this Section 17 may be exercised nor during the period subsequent to exercise and prior to the closing thereunder, and in regard to such voting and any particular voting threshold percentages described in this Agreement such Partnership Interest shall be deemed not to exist.

18. Dissolution and Winding up of Partnership.

18.1 Dissolution of Partnership. The Partnership shall be dissolved upon the first to occur of any of the following events:

18.1.1 December 31, 2058.

18.1.2 The happening of an Event of Withdrawal of a General Partner authorized hereunder to carry on the business of the Partnership, unless

18.1.2.1 at the time there is at least one other General Partner authorized hereunder to carry on the business of the Partnership and such General Partner does carry on the business of the Partnership; or

18.1.2.2 within ninety (90) days of the Event of Withdrawal, (a) all of the then Partners agree in writing to continue the business of the Partnership and to elect one or more additional General Partners under the procedures of Section 16.6, and (b) one or more additional General Partners are elected under the procedures of Section 16.6.

18.1.3 The Partnership becoming insolvent or bankrupt.

18.1.4 The unanimous vote to dissolve of all Partners.

18.2 Winding Up of Partnership. Upon the dissolution of the Partnership pursuant to Section 18.1, the General Partner, or if there is no General Partner, a substitute General Partner elected by vote of 51% of the Interests owned by the Limited Partners, shall take full account of the Partnership's assets and liabilities and the assets shall be liquidated as promptly as is consistent with obtaining their fair value, and the proceeds of such liquidation therefor shall be applied and distributed as provided in Section 10.3.

18.3 Survival of Obligations. Except as otherwise provided in this Agreement, no dissolution of the Partnership shall relieve, release or discharge any Partner or any of his successors, assigns, heirs or legal representatives, from any previous breach or default of, or any obligation previously incurred or accrued under, any provision of this Agreement, and any and all such liabilities, claims, demands or causes of action arising from any such breaches, defaults and obligations shall survive such dissolution and termination.

18.4 Termination. Upon compliance with Section 18.2, the General Partner shall file or cause to be filed a certificate of cancellation of the Certificate and the Partnership shall then be terminated.

19. Amendment of the Certificate and Agreement.

19.1 When Required. This Agreement and the Certificate shall be amended by the General Partner without any additional consent of the Limited Partners when required by law whenever:

19.1.1 There is a change in the name of the Partnership or the amount or character of the contribution of any Partner including, but not limited to, withdrawal or reduction, pursuant to this Agreement.

19.1.2 A person ceases to be, is substituted as, or becomes a General or Limited Partner.

19.1.3 There is a false or erroneous statement in the Certificate, provided the amendment does not adversely affect the interest of the Limited Partners and the General Partner has obtained an opinion of its counsel to that effect.

19.1.4 In the opinion of counsel for the Partnership, it is necessary or appropriate to satisfy a requirement of the Code with respect to partnerships, provided such amendments do not adversely affect the interests of the Limited Partners, and the General Partner has obtained an opinion of its counsel to that effect, and any amendment in this regard shall have retroactive effect to the date of this Agreement.

19.2 Limitation. Except as provided in Section 19.1, amendments shall only be made with the approval of Limited Partners as provided in Section 19.3. No amendment shall be made under Section 19 which would adversely affect the federal income tax treatment to be afforded Partners or adversely affect the liabilities of the Limited Partners or change the method of the allocation of Profits and Losses or preferences or distributive shares without full disclosure to the Partners and unless all of the Partners consent to such amendment.

19.3 Consent of Limited Partners. The General Partner shall obtain the written consent or approval or vote of Limited Partners owning in the aggregate at least Eighty (80%) percent of the Limited Partnership Interests with respect to any amendment other than an amendment allowed or permitted by Sections 19.1 and 19.2.

20. Conflict of Interest Waiver. The Partners and the Partnership acknowledge that the law firm of Tescher & Spallina, P.A. has represented the Partnership in connection with the drafting of this Agreement and the formation and structuring of the Partnership, and that said law firm also represents one or more of the Partners and owners of interests in entity Partners both in context of this Partnership and other matters (namely, SIMON L. BERNSTEIN, SHIRLEY BERNSTEIN, SHIRLEY BERNSTEIN FAMILY FOUNDATION, INC., and BERNSTEIN HOLDINGS, LLC). The Partnership and the Partners acknowledge that they have been advised that there are material income tax consequences and economic ramifications from being a Partner in the Partnership, that they fully understand the tax consequences and economic ramifications of a Partner's investment in the Partnership, and that they have been encouraged to consult with separate and independent counsel to advise them on Partnership and Partner issues including this Agreement and the formation of the Partnership. The Partnership and the Partners hereby waive any conflicts of interest with respect to the foregoing law firm's representation of the Partnership and the afore described Partners and owners of interests in entity Partners, in connection with the services set forth in this Section.

21. Miscellaneous.

21.1 Notices. Any notices, payments, demand, offer or communication required or permitted to be given by any provision of this Agreement shall be deemed to have been delivered and given for all purposes (a) if the same is delivered personally, or (b) whether or not the same is actually received, if sent by registered or certified mail, postage and charges prepaid, addressed as follows:

21.1.1 If to a General Partner, at BERNSTEIN HOLDINGS, LLC, 950 Peninsula Corporate Circle, Suite 310, Boca Raton, Florida 33487, or such other address as the General Partner may from time to time specify by written notice to the other Partners.

21.1.2 If to a Limited Partner, at BERNSTEIN FAMILY INVESTMENTS, LLLP, 950 Peninsula Corporate Circle, Suite 310, Boca Raton, Florida 33487, or to such other address as such Partner may from time to time specify by written notice to the General Partner, which other address shall be noted by the General Partner on the records of the Partnership.

21.1.3 If to any other Person, at the address of such person as shown by the Partnership's records.

21.2 Captions. Captions contained in this Agreement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any of its provisions.

21.3 Severability. Every provision of this Agreement is severable. If any term or provision is held to be illegal or invalid for any reason, such illegality or invalidity shall not affect the validity of the remainder of this Agreement or any other provision.

21.4 Right to Rely Upon the Authority of the General Partner. No person dealing with a General Partner shall be required to determine his authority to make any commitment or undertaking on behalf of the Partnership, nor to determine any fact or circumstance bearing upon the existence of his authority. In addition, no purchaser of any asset owned by the Partnership shall be required to determine the sole and exclusive authority of the General Partner to sign and deliver on behalf of the Partnership any such instrument of transfer, or to see to the application or distribution of revenues or proceeds paid or credited to the Partnership, unless such purchasers shall have received written notice from the Partnership affecting the same.

21.5 Litigation. The General Partner shall prosecute, defend and settle such actions at law or in equity as they may deem in their sole and absolute discretion to be necessary to enforce or protect the interest of the Partnership. The Partnership and the General Partner shall respond to any final decree, judgment or decision of a court of competent jurisdiction or board or authority having jurisdiction in the matter.

21.6 Applicable Law. The laws of the State of Florida shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties.

21.7 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All counterparts shall be construed together and shall constitute but one Agreement.

21.8 Binding Effect. Each and every covenant, term, provision and agreement contained in this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties.

21.9 Right to Rely Upon Authority of Person Signing Agreement. In the event that a Limited Partner is an estate, a trust with or without disclosed beneficiaries, partnership, limited partnership, joint venture, corporation, or any entity other than a natural person, the Partnership and the General Partner shall (a) not be required to determine the authority of the Person signing this Agreement or any amendment to make any commitment or undertaking on behalf of such entity, nor to determine any fact or circumstance bearing upon the existence of his authority; (b) not be required to see to the application or distribution of revenues or proceeds paid or credited to the Person signing the Agreement or any amendment on behalf of such entity; (c) be entitled to rely upon the authority of the Person signing this Agreement or any amendment with respect to voting of the Partnership Interests of such entity and with respect to the giving of consent on behalf of such entity or any other Person in connection with any matter for which consent is permissible or required under this Agreement; and (d) be entitled to rely upon the authority of any general partner, joint venturer, co-or successor trustee or president, vice president, or other officer, as the case may be of any such entity the same as though such Person were the Person originally executing this Agreement or any amendment on behalf of such entity.

21.10 Rights of Nonrecourse Creditors. A creditor who makes a nonrecourse loan to the Partnership shall not have or acquire, at any time as a result of making any loan or advance, any direct or indirect interest in the profits, capital, or property of the Partnership other than, if applicable, as a secured creditor.

21.11 Number and Gender. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

21.12 Entire Agreement. This Agreement constitutes the entire Agreement of the parties with respect to matters set forth in this Agreement and supersedes any prior understanding or agreement, oral or written, with respect thereto.

==========

IN WITNESS WHEREOF, this Agreement of Limited Partnership has been executed as of the date set forth in the preamble.

Witnessed by (as to all):

Print Name: Robert Spallina

Print Name: Diana Banks

Print Name: Robert Spallina

Print Name: Diana Banks

Print Name: Robert Spallina

Print Name: Diana Banks

GENERAL PARTNER:

BERNSTEIN HOLDINGS, LLC, a Florida limited liability company

By: _____
SIMON L. BERNSTEIN, Manager

LIMITED PARTNERS:

SIMON L. BERNSTEIN TRUST AGREEMENT dated May 20, 2008

By: _____
SIMON L. BERNSTEIN, Trustee

SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008

By: _____
SHIRLEY BERNSTEIN, Trustee

STATE OF FLORIDA :
: SS.
COUNTY OF PALM BEACH:

The foregoing instrument was acknowledged before me this 20 day of May, 2008, by SIMON L. BERNSTEIN, Trustee of the SIMON L. BERNSTEIN TRUST AGREEMENT dated May 20, 2008, and as Manager of BERNSTEIN HOLDINGS, LLC.

NOTARY PUBLIC-STATE OF FLORIDA
Kimberly Moran
Commission # DD766470
Expires: APR. 28, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

Kimberly Moran
Signature - Notary Public

[Seal with Commission Expiration Date]

Print, type or stamp name of Notary Public

Personally Known ✓ or Produced Identification _____
Type of Identification Produced _____

STATE OF FLORIDA :
: SS.
COUNTY OF PALM BEACH:

The foregoing instrument was acknowledged before me this 20 day of May, 2008, by SHIRLEY BERNSTEIN, Trustee of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008.

NOTARY PUBLIC-STATE OF FLORIDA
Kimberly Moran
Commission # DD766470
Expires: APR. 28, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

Kimberly Moran
Signature - Notary Public

[Seal with Commission Expiration Date]

Print, type or stamp name of Notary Public

Personally Known ✓ or Produced Identification _____
Type of Identification Produced _____

F:\WPDATA\drt\Bernstein, Shirley & Simon\Bernstein Family Investments, LLLP\Bernstein Investments, LLLP Partnership Agreement.wpd

SCHEDULE "A"

Name:	% Interest	Cash
General Partner:		
BERNSTEIN HOLDINGS, LLC	1 %	$10.00
Limited Partners:		
SIMON L. BERNSTEIN, Trustee of the SIMON L. BERNSTEIN TRUST AGREEMENT dated May 20, 2008	49.5 %	$495.00
SHIRLEY BERNSTEIN, Trustee of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008	49.5 %	$495.00

NOTE: The foregoing valuations and percentage interests are subject to adjustment based on variations in value of contributed property from the values scheduled here and the actual fair market value of such contributed property on the date of transfer to the Partnership.

ROBERT - LETS DISCUSS TED

Statement

ST ANDREWS COUNTRY CLUB

17757 Claridge Oval West
Boca Raton, FL 33496
Telephone (561) 451-4900

Estate of Simon Bernstein
7020 Lions Head Lane
Boca Raton FL 33496

1504	Oct 31/12
MEMBER	DATE

AMOUNT PAID $ _____

PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT

DATE	REF.NO	DESCRIPTION	AMOUNT	SVC/GRAT	TAX	TOTAL
		Balance Forward				7,861.43
Oct 1/12		Long Range Assessment	250.00	0.00	0.00	250.00
Oct 1/12		Capital Dues	125.00	0.00	0.00	125.00
Oct 1/12		Golf Single Dues	2,125.00	0.00	127.50	2,252.50
Oct 1/12		Restaurant Contribute-Full	275.00	0.00	16.50	291.50
Oct 1/12		Trail Fee	425.00	0.00	25.50	450.50
Oct 31/12	SJ9W15	Finance Charge	118.02	0.00	0.00	118.02

If you have any questions regarding your statement, please send an e-mail to Georgeanne at gbalsamo@standrewscc.com.

Thank You,

PLEASE NOTE: Your statement is now printed on BOTH the front & back of each page supporting our Club's "Go Green" Initiative!

Your account is showing a past due status of 60 days. Your membership is now suspended. Please contact the Accounting Office. Thank you.

3,318.02	0.00	169.50	11,348.95	

Must use by Oct. 31 - F&B Minimum 0.00

MEMBER	CURRENT BAL.	30 DAYS BAL.	60 DAYS BAL.	90 DAYS BAL.	AMOUNT DUE
1504	3,487.52	4,944.33	2,917.10	0.00	11,348.95

(Pymts to the club are not deductible as charitable contributions for income tax purposes)

St. Andrew's Country Club

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Department of the Treasury
Internal Revenue Service Center
Ogden UT 84201-0148

2011
Shirley Bernstein Est Form 1041 pymt

2. Article Number
(Transfer from service label) 7010 1870 0001 8551 2514

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

RECEIVED IRS NOV 7 2012 OGDEN, UT

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

UNITED STATES POSTAL SERVICE

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

TESCHER & SPALLINA, P.A.
Boca Village Corporate Center I
Suite 720
4855 Technology Way
Boca Raton, Florida 33431

RLS

Bernstein Est of Shirley

7010 1870 0001 8551 2514

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

OFFICIAL USE

Postage	$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$

Postmark Here

Sent To: Dept of the Treasury
Street, Apt. No., or PO Box No.: Internal Revenue Service Ctr
City, State, ZIP+4: Ogden UT 84201-0148

PS Form 3800, August 2006 — See Reverse for Instructions

Department of the Treasury
Internal Revenue Service

OMB No. 1545-0092
2011

Form 1041-V Payment Voucher

- ▶ Use this voucher when making a payment with Form 1041
- ▶ Do not staple this voucher or your payment to Form 1041
- ▶ Make your check or money order payable to the "United States Treasury."
- ▶ Write your employer identification number (EIN) on your check or money order.

Enter the amount of your payment ▶	13,221 00

1019

30-6283128
SHIRLEY BERNSTEIN ESTATE
TED BERNSTEIN, EXECUTOR
7020 LIONS HEAD LANE
BOCA RATON, FL 33496

306283128 WV SHIR 05 2 201112 610

SHIRLEY BERNSTEIN TRUST AGREEMENT
TED BERNSTEIN, TRUSTEE
880 BERKELEY STREET
BOCA RATON, FL 33487
561-213-2322

63-8413/2670 18978 105

DATE 11/2/2012

PAY TO THE ORDER OF US Treasury $ 13,221.00

Thirteen thousand two hundred twenty one 00/100 DOLLARS

J.P.Morgan
Founded 1799
JPMorgan Chase Bank, N.A.
Palm Beach, Florida

EIN: 46-6235212

MEMO 2011 Form 1041

⑆267084131⑆ 4780188117⑈0105

2011 TAX RETURN FILING INSTRUCTIONS

U.S. INCOME TAX RETURN FOR ESTATES AND TRUSTS

SHIRLEY BERNSTEIN ESTATE

FOR THE YEAR ENDING

DECEMBER 31, 2011

Prepared for	TED BERNSTEIN, EXECUTOR 7020 LIONS HEAD LANE BOCA RATON, FL 33496
Prepared by	CBIZ GOLDSTEIN LEWIN 1675 N. MILITARY TRAIL, FIFTH FLOOR BOCA RATON, FL 33486
To be signed and dated by	THE FIDUCIARY
Amount of tax	Total tax $ 12,741 Less: payments and credits $ 0 Plus: interest and penalties $ 480 BALANCE DUE $ 13,221
Overpayment	Miscellaneous Amounts $ 0 Credited to your estimated tax $ 0 Refunded to you $ 0
Mail tax return and check (if applicable) to	THIS RETURN HAS BEEN PREPARED FOR ELECTRONIC FILING AND THE PIN PROGRAM HAS BEEN ELECTED. TO HAVE IT TRANSMITTED ELECTRONICALLY TO THE IRS, PLEASE SIGN AND RETURN FORM 8879-F TO OUR OFFICE. WE WILL THEN SUBMIT YOUR ELECTRONIC RETURN.
Forms to be distributed to beneficiaries	NOT APPLICABLE.
Return must be mailed on or before	RETURN FEDERAL FORM 8879-F TO US BY SEPTEMBER 15, 2012.
Special Instructions	YOUR CHECK FOR $13,221, PAYABLE TO THE UNITED STATES TREASURY, MUST BE PAID BY SEPTEMBER 15, 2012. BE SURE TO INCLUDE YOUR PAYMENT WITH FORM 1041-V, FORM 1041 PAYMENT VOUCHER. INCLUDE THE NAME, ADDRESS, AND TELEPHONE NUMBER OF THE FIDUCIARY, EMPLOYER ID NUMBER, AND THE WORDS "2011 FORM 1041" ON YOUR CHECK. MAIL TO - DEPARTMENT OF THE TREASURY INTERNAL REVENUE SERVICE CENTER OGDEN, UT 84201-0148 FORM 8855, ELECTION TO TREAT A QUALIFIED REVOCABLE TRUST AS

This form was received. Thank you.

112231
06-24-11

Special Instructions

PART OF AN ESTATE MUST BE FILED BY THE DUE DATE OF FORM 1041 (INCLUDING EXTENSIONS, IF ANY) FOR THE FIRST TAX YEAR OF THE RELATED ESTATE (OR FILING TRUST).

SIGN, DATE AND SEPARATELY MAIL FORM 8855 TO THE FOLLOWING ADDRESS:

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE CENTER
OGDEN, UT 84201

BY SIGNING THIS CONSENT FORM, YOU ARE ALSO CONSENTING TO HAVE US ELECTRONICALLY FILE, WHEN POSSIBLE, ANY STATE TAX RETURNS THAT DO NOT REQUIRE A SEPARATE AUTHORIZATION FORM, IF APPLICABLE.

CBIZ Goldstein Lewin
1675 N. Military Trail, Fifth Floor
Boca Raton, FL 33486
Ph: 561.994.5050 F: 561.241.0071
www.cbizgl.com

SEPTEMBER 13, 2012

TED BERNSTEIN, EXECUTOR
7020 LIONS HEAD LANE
BOCA RATON, FL 33496

RE: SHIRLEY BERNSTEIN ESTATE

TED BERNSTEIN, EXECUTOR:

ENCLOSED ARE YOUR 2011 ESTATE TAX RETURNS, AS FOLLOWS...

2011 U.S. INCOME TAX RETURN FOR ESTATES AND TRUSTS

WE PREPARED THE RETURN FROM INFORMATION YOU FURNISHED US WITHOUT VERIFICATION. UPON EXAMINATION OF THE RETURN BY TAXING AUTHORITIES, REQUESTS MAY BE MADE FOR UNDERLYING DATA. WE THEREFORE RECOMMEND THAT YOU PRESERVE ALL RECORDS WHICH YOU MAY BE CALLED UPON TO PRODUCE IN CONNECTION WITH SUCH AN EXAMINATION.

SCHEDULES K-1 ARE INCLUDED AND SHOULD BE FORWARDED TO THE RESPECTIVE BENEFICIARIES.

YOUR COPY SHOULD BE RETAINED FOR YOUR FILES.

WE SINCERELY APPRECIATE THE OPPORTUNITY TO SERVE YOU. PLEASE CONTACT US IF YOU HAVE ANY QUESTIONS CONCERNING THE TAX RETURN.

VERY TRULY YOURS,

CBIZ GOLDSTEIN LEWIN

Kimberly Moran

From: Kimberly Moran
Sent: Thursday, November 01, 2012 9:55 AM
To: 'tbernstein@lifeinsuranceconcepts.com'
Subject: Shirley Bernstein Estate

Dear Mr. Bernstein:

We are in receipt of a Form 1041-V Payment Voucher for your mother's estate in the amount of $13,221.00. Please forward a check from the Shirley Bernstein Trust Account from JP Morgan payable to United States Treasury and we will forward the payment.

If you have any questions, please do not hesitate to contact us.

Sincerely,

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

CBIZ Goldstein Lewin
1675 N. Military Trail, Fifth Floor
Boca Raton, FL 33486
Ph: 561.994.5050 ▪ F: 561.241.0071
www.cbizgl.com

October 10, 2012

Mr. Robert L. Spallina
Tescher & Spallina PA
4855 Technology Way Suite 720
Boca Raton, FL 33431

RE: Shirley Bernstein Trust IRS Payment

Dear Mr. Spallina:

Please note that the Bernstein Holdings LLC and Bernstein Family Investments LLLP tax returns were mailed to the IRS today via certified mail. The forms for electronic filing of tax returns were also received and processed.

However, included in this package was the IRS payment envelope and instructions for the Shirley Bernstein Trust which we are sending back to you for processing.

Thank you.

Sincerely,

Dana Aranosian
Executive Assistant
to Gerald R. Lewin, CPA

Enclosures as stated.

IN 06 201112 670 25 29265-294-35000-2 A0004076 162
201246 048167 33487 IRS USE ONLY 262124343 SB U

Department of the Treasury
Internal Revenue Service
Ogden UT 84201-0039

For assistance, call:
1-800-829-0115

Notice Number: CP162
Date: November 26, 2012

Taxpayer Identification Number:
26-2124343
Tax Form: 1065
Tax Period: December 31, 2011

001176.130186.0006.001 2 AT 0.374 1026

BERNSTEIN FAMILY INVESTMENTS LLLP
% BERNSTEIN HOLDINGS LLC GEN PTR
950 PENINSULA CORP CIR STE 3010
BOCA RATON FL 33487

001176

We Charged a Penalty on Your Partnership Tax Return

Why You are Getting This Notice

We charged a penalty under Internal Revenue Code Section 6698 (a) (1) because, according to our records, you filed your partnership return late.

How We Calculated the Amount You Owe

The penalty is $195 for each person who was a partner at any time during the tax year, for each month or part of a month the return was late, for up to 12 months.

Number of Partners		3
Late Filing Penalty		$1,170.00
Total Penalty		$1,170.00
Less Penalty Paid		$.00
Total Amount You Owe		**$1,170.00**
Subtract Payments We Have Not Included	$_____	
Pay the Adjusted Amount Due	$_____	

IN 06 201112 670 6523 29265-294-29700-2 A0003027 162
201246 075883 33487 IRS USE ONLY 320234597 SB N

Department of the Treasury
Internal Revenue Service
Ogden UT 84201-0039

For assistance, call:
1-800-829-0115

Notice Number: CP162
Date: November 26, 2012

Taxpayer Identification Number:
32-0234597
Tax Form: 1065
Tax Period: December 31, 2011

001177.130186.0006.001 2 AT 0.374 1026

BERNSTEIN HOLDINGS LLC
SIMON BERNSTEIN MBR
950 PENINSULA CORPORATE CIR STE3010
BOCA RATON FL 33487-1387

001177

We Charged a Penalty on Your Partnership Tax Return

Why You are Getting This Notice

We charged a penalty under Internal Revenue Code Section 6698 (a) (1) because, according to our records, you filed your partnership return late.

How We Calculated the Amount You Owe

The penalty is $195 for each person who was a partner at any time during the tax year, for each month or part of a month the return was late, for up to 12 months.

Number of Partners		5
Late Filing Penalty		$1,950.00
Total Penalty		$1,950.00
Less Penalty Paid		$.00
Total Amount You Owe		**$1,950.00**
Subtract Payments We Have Not Included	$_____	
Pay the Adjusted Amount Due	$_____	

IRS Department of the Treasury
Internal Revenue Service
Memphis, TN 37501-0250

Letter Number: 2797
Date of this Letter: 10/22/2012

Taxpayer Identification Number:
26-2124343

For assistance you may call us at:
1-800-829-0115

Office Hours:
8:00 AM - 4:30 PM

Person to Contact:
Customer Service Rep

BOD CODE: SB
CP: ACS

011248.257944.0036.001 1 AT 0.374 542

BERNSTEIN FAMILY INVESTMENTS LLLP
950 PNINSLA CRP CIR STE 3010
BOCA RATON FL 33487-1387

011248

Dear BERNSTEIN FAMILY INVESTMENTS LLLP

We need your assistance in updating our records. Please fill in the address information requested below. **In order to make changes to your address your signature is required.** Return your response within 10 days from the date of this letter. An envelope is enclosed for your convenience. Thank you for your cooperation.

Is the above address correct? YES ☐ NO ☐

_____
Your Signature - **(Required to update our records)**

If you checked NO, please complete the following:

_____
C/O or Guardianship

_____
Your street address or P.O. Box Number

_____
City State Zip code

( ) _____ ( ) _____
Daytime telephone number Cell Phone Number

If you have any questions, you may contact a Customer Service Representative by calling the toll-free telephone number shown above. For faster service, try calling us any day except Monday when our call volumes are highest.

Sincerely yours,
Compliance Services Field Director

Ensure that the Internal Revenue Service return address shows in the window.

262124343223001

Internal Revenue Service
Memphis, TN 37501-0250

BERNSTEIN FAMILY INVESTMENTS LLLP
950 PNINSLA CRP CIR STE 3010
BOCA RATON FL 33487-1387

Letter 2797 (CG) (Rev. 05-2005)

Department of the Treasury
Internal Revenue Service
Philadelphia, PA 19154-0030

7161 7618 3635 3480 3952

Notice	CP504B
Tax Period	December 31, 2011
Notice date	December 10, 2012
Employer ID number	30-6283128
To contact us	Phone 1-800-829-0115
Your Caller ID	576528

Page 1 of 4

034024.272236.0182.005 2 AT 0.374 1150

306283128221

SHIRLEY BERNSTEIN ESTATE
TED BERNSTEIN EX
7020 LIONS HEAD LN
BOCA RATON FL 33496-5931205

34024

Notice of intent to levy

Intent to seize your property or rights to property

Amount due immediately: $3,104.71

As we notified you before, our records show you have unpaid taxes for the tax period ending December 31, 2011 (Form 1041). If you don't call us immediately or pay the amount due by December 20, 2012, we will seize ("levy") your property or rights to property and apply it to the $3,104.71 you owe.

Billing Summary

Amount you owed	$3,095.82
Interest charges	8.89
Amount due immediately	**$3,104.71**

Continued on back...

SHIRLEY BERNSTEIN ESTATE
TED BERNSTEIN EX
7020 LIONS HEAD LN
BOCA RATON FL 33496-5931205

Notice	CP504B
Notice date	December 10, 2012
Employer ID number	30-6283128

Payment

- Make your check or money order payable to the United States Treasury.
- Write your Employer ID number (30-6283128), the tax period (December 31, 2011), and the form number (1041) on your payment and any correspondence.

INTERNAL REVENUE SERVICE
KANSAS CITY, MO 64999-0202

Amount due immediately **$3,104.71**

306283128 WV BERN 05 2 201112 670 00000310471

Notice	CP504B
Tax Period	December 31, 2011
Notice date	December 10, 2012
Employer ID number	30-6283128
Page 3 of 4	

If we don't hear from you—**continued**

034024

- If you still have an outstanding balance after we make these seizures, we may send you a notice giving you a right to a hearing before the IRS Office of Appeals, if you have not already received such a notice. We may then seize ("levy") or take possession of your other property or your rights to property. Property includes:
  - Wages, real estate commissions, and other income
  - Bank accounts
  - Business assets
  - Personal assets (including your car and home)
  - Social Security benefits
- If you don't pay the amount due or call us to make payment arrangements, we can file a Notice of Federal Tax Lien on your property at any time, if we haven't already done so.
- If the lien is in place, you may find it difficult to sell or borrow against your property. The tax lien would also appear on your credit report—which may harm your credit rating—and your creditors would also be publicly notified that the IRS has priority to seize your property.
- If you don't pay your tax debt, we have the right to seize ("levy") your property.

Continued on back...

WV 05 201112 670 6523 93256-284-07117-2 A0094645 101
201243 096770 33496 IRS USE ONLY 306283128 SB V

Department of the Treasury
Internal Revenue Service
Ogden UT 84201-0039

For assistance, call:
1-800-829-0115

Notice Number: CP161
Date: November 5, 2012

Taxpayer Identification Number:
30-6283128
Tax Form: 1041
Tax Period: December 31, 2011

006253.123698.0029.001 1 AT 0.374 864

SHIRLEY BERNSTEIN ESTATE
SIMON L BERNSTEIN PER REP
7020 LIONS HEAD LN
BOCA RATON FL 33496-5931

006253

Request for Payment U.S. Fiduciary Income Tax Return

Our records show you owe $16,316.82 on your return for the above tax period.

What You Need to Do

Pay the amount you owe now by using one of the following methods. To avoid additional penalty and/or interest, we must receive your payment by November 26, 2012. The Electronic Federal Tax Payment System (EFTPS) is the preferred method to ensure your tax payments are on time and secure.

- **EFTPS**
  - If you are currently enrolled, go to www.eftps.gov or call 1-800-555-4477.
  - To learn more about EFTPS and other electronic payment options, including credit card payments, visit www.irs.gov keyword: e-pay.

- **Check or Money Order**
  - Make your check or money order payable to the **United States Treasury;**
  - Write your taxpayer identification number, tax form number, tax period, and your phone number on your payment; and
  - Mail your payment with the payment voucher located at the bottom of this notice in the enclosed envelope.

If you choose to pay by check or money order, please allow enough mailing time so that we receive your payment by November 26, 2012.

If you believe this notice is incorrect, please call us at 1-800-829-0115. When you call, please have your payment information and a copy of your return available. This information will help us find any payment you made that we haven't applied.

Tax Statement

Tax on Return	$12,741.00
Total Credits	$.00
Amount Previously Refunded to You	$.00

Underpayment	$12,741.00
Penalty	$3,312.65
Interest	$263.17
Total Amount You Owe	**$16,316.82**

For tax forms, instructions and information visit **www.irs.gov**. (Access to this site will not provide you with your specific taxpayer account information.)

Penalty and Interest

About Your Notice - The penalty and/or interest charges on your account are explained on the following pages. If you want a more detailed explanation of your penalties and interest, please call the telephone number listed on the top of this notice. You may call your local IRS telephone number if the number shown on your notice is a long-distance call for you. All days mentioned in the paragraphs below are calendar days, unless specifically stated otherwise.

Penalties: $3,312.65

01 Penalty for Filing Return Late $2,866.72

We charged a penalty because you filed your return late. We use the number of months the return is late to determine the penalty. If you filed more than 60 days late, the minimum penalty may apply. The minimum penalty is the lesser of $100 or 100% of the tax due, for returns due before 12/31/2008. For returns due after 12/31/2008, the minimum penalty is the lesser of $135 or 100% of the tax due. If you disagree with this penalty, see "Removal of Penalties" in this notice. To avoid this penalty in the future, you should file your returns by the return due date.

(Internal Revenue Code section 6651)

The table below shows how we figured your penalty. We multiplied the number of months times the monthly rate times the principal.

Date	No. Months	Rate/Month	Principal	Penalty
09/15/2012	05	4.50%	12,741.00	2,866.72
			Total Penalty:	2,866.72

07 Paying Late $445.93

We charged a penalty because you paid your taxes late. We count part of a month as a full month. If you disagree with this penalty, see "Removal of Penalties" in this notice. To avoid this penalty in the future, you should pay your taxes by the due date. Even if you have an extension to file your tax return, you do not have additional time to pay your tax.

(Internal Revenue Code section 6651 (a) (2))

IRS Department of the Treasury
Internal Revenue Service
Memphis, TN 37501-0250

Letter Number: 2797
Date of this Letter: 10/22/2012

Taxpayer Identification Number:
26-2124343

For assistance you may call us at:
1-800-829-0115

Office Hours:
8:00 AM - 4:30 PM

Person to Contact:
Customer Service Rep

BOD CODE: SB
CP: ACS

011248.257944.0036.001 1 AT 0.374 542

BERNSTEIN FAMILY INVESTMENTS LLLP
950 PNINSLA CRP CIR STE 3010
BOCA RATON FL 33487-1387

011248

Dear BERNSTEIN FAMILY INVESTMENTS LLLP

We need your assistance in updating our records. Please fill in the address information requested below. **In order to make changes to your address your signature is required.** Return your response within 10 days from the date of this letter. An envelope is enclosed for your convenience. Thank you for your cooperation.

Is the above address correct? YES ☐ NO ☐

_____
Your Signature - **(Required to update our records)**

If you checked NO, please complete the following:

_____
C/O or Guardianship

_____
Your street address or P.O. Box Number

_____
City State Zip code

( ) _____ ( ) _____
Daytime telephone number Cell Phone Number

If you have any questions, you may contact a Customer Service Representative by calling the toll-free telephone number shown above. For faster service, try calling us any day except Monday when our call volumes are highest.

Sincerely yours,
Compliance Services Field Director

Ensure that the Internal Revenue Service return address shows in the window.

262124343223001

Internal Revenue Service
Memphis, TN 37501-0250

BERNSTEIN FAMILY INVESTMENTS LLLP
950 PNINSLA CRP CIR STE 3010
BOCA RATON FL 33487-1387

Letter 2797 (CG) (Rev. 05-2005)

Transaction History

Customer: SIMON BERNSTEIN
Account: MI/FL/GA Checking #XXXXX7231

*required field

Current Balance	Present Balance	Available Less Overdraft	Available Balance	Calendar
$67,402.08	$67,402.08	$67,402.08	$67,402.08	

* denotes end of day balance

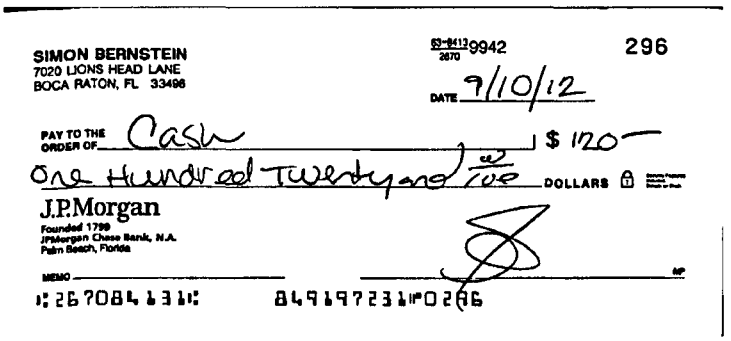
Date Posted	Tran Type	Description	$ Debits(-)	$ Credits(+)	$ Balance
10/15/2012	Bill Payment	Online Payment 2915409969 To F	-1,460.85		67,402.08 *
10/15/2012	Wire Transfer	FEDWIRE DEBIT VIA: LEGACY BANK	-4,000.00		68,862.93
10/10/2012	Interest	INTEREST PAYMENT		0.55	72,862.93 *
10/09/2012	ACH Debit	AMERICAN PIONEER PAYMENT AP	-268.00		72,862.38 *
10/09/2012	ACH Deposit	MONARCH LIFE DDP CREDIT 40		2,000.00	73,130.38
10/01/2012	Misc. Debit	DEBIT MEMORANDUM REF: INTEREST	-11.29		71,130.38 *
10/01/2012	Misc. Debit	DEBIT MEMORANDUM REF: INTEREST	-2,229.60		71,141.67
09/18/2012	Check	CHECK # 296	-120.00		73,371.27 *
09/14/2012	Wire Transfer	FEDWIRE DEBIT VIA: LEGACY BANK	-4,000.00		73,491.27 *
09/12/2012	Interest	INTEREST PAYMENT		0.50	77,491.27 *
09/12/2012	Check	CHECK # 297	-20,000.00		77,490.77
09/12/2012	ACH Deposit	US TREASURY 303 XXSOC SEC 37		1,534.10	97,490.77
09/11/2012	Wire Transfer	FEDWIRE DEBIT VIA: COMERICA BK	-5,000.00		95,956.67 *
09/11/2012	Wire Transfer	FEDWIRE DEBIT VIA: COMERICA BK	-5,000.00		100,956.67
09/11/2012	Bill Payment	Online Payment 2858852033 To C	-3,500.00		105,956.67
09/07/2012	ACH Debit	AMERICAN PIONEER PAYMENT 01	-268.00		109,456.67 *

Older

SIMON BERNSTEIN - DECEASED - 000000849197231 Enable Check Image Zoom

Check No	Post Date	Amount of Check
296	09/18/2012	$120.00

Check Front



SIMON BERNSTEIN
7020 LIONS HEAD LANE
BOCA RATON, FL 33496

63-8413/2670 9942 296

DATE 9/10/12

PAY TO THE ORDER OF Cash $ 120—

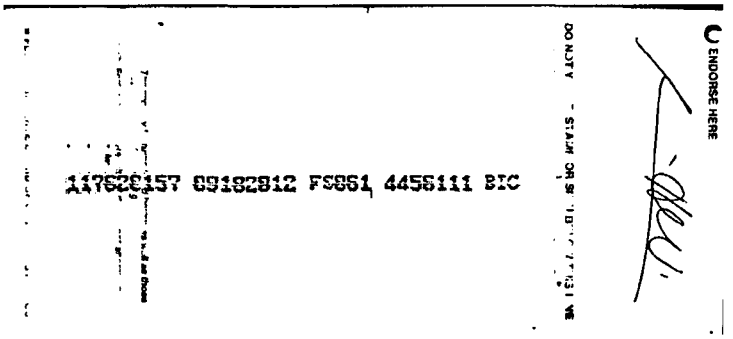
One Hundred Twenty and 00/100 DOLLARS

J.P.Morgan
Founded 1799
JPMorgan Chase Bank, N.A.
Palm Beach, Florida

MEMO

⑆267084131⑆ 849197231⑈0296

Check Back



117628157 09182812 FS861 4456111 BIC

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE

ENDORSE HERE

Maritza Puccio
561-305 2999
maritza_puccio@yahoo.com

Bernstein

10/12/12

	Telephone
8/9	5,000
8/17	15,000
8/17	3,000
8/30	4,393.06
8/30	11,059.03
9/11	5,000.00
9/12	20,000
≈	63,000

— Speak to Gene Lewis Regarding
Si Capital Contributions

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release is made and entered into this _____ day of _____, 2012, at Chicago, Illinois by and between each of the following defined entities and individuals.

PARTIES DEFINED

"TED", as defined herein, refers to and means Ted S. Bernstein an individual residing in Boca Raton, Florida, his heirs, successors and/or assigns.

"PAM", as defined herein, refers to and means Pamela B. Simon an individual residing in Chicago, Illinois, her heirs, successors and/or assigns.

"ELIOT" as defined herein, refers to and means Eliot I. Bernstein, an individual residing in Boca Raton, Florida, his heirs, successors and/or assigns.

"JILL" as defined herein, refers to and means Jill M. Iantoni, an individual residing in Highland Park, Illinois, her heirs, successors and/or assigns.

"LISA" as defined herein, refers to and means Lisa S. Friedstein residing in Highland Park, Illinois, an individual, her heirs, successors and/or assigns.

"ALLY" as defined herein, refers to and means Alexandra L. Bernstein residing in White Plains, New York, an individual, her heirs, successors and/or assigns.

"ERIC" as defined herein, refers to and means Eric D. Bernstein residing in Boca Raton, Florida, an individual, his heirs, successors and/or assigns.

"MICHAEL" as defined herein, refers to and means Michael A. Bernstein residing in Boca Raton, Florida, an individual, his heirs, successors and/or assigns.

"MOLLY" as defined herein, refers to and means Molly N. Simon residing in Chicago Illinois, an individual, her heirs, successors and/or assigns.

"THE ELIOT CHILDREN" as defined herein, refers to and means Joshua, Jacob and Daniel Bernstein residing in Boca Raton, Florida, all individual(s), their heirs, successors and/or assigns.

"THE JILL CHILD" as defined herein, refers to and means Julia Iantoni residing in Highland Park, Illinois, an individual, her heirs, successors and/or assigns.

"THE LISA CHILDREN" as defined herein, refers to and means Max and Carley Friedstein residing in Highland Park, Illinois, an individual(s), both heirs, successors and/or assigns.

DEFINITIONS

"Agreement", as defined herein, refers to and means, this Settlement Agreement and Mutual Release.

"Party" or "Parties", shall refer to and mean an individual defined above whom shall sign on and be bound by this Settlement Agreement, and Parties shall refer to the individuals collectively.

"Trust", as defined herein refers to and means the Simon L. Bernstein Irrevocable Insurance Trust dtd 6/21/95.

RECITAL'S

WHEREAS, the Parties are all of the children and grandchildren of the marriage of Simon L. Bernstein and Shirley Bernstein;

WHEREAS, Simon L. Bernstein established the Trust in 1995 for the benefit of his wife,

Shirley Bernstein, and their children, the Parties;

WHEREAS, Shirley Bernstein predeceased Simon L. Bernstein, and Simon L. Bernstein passed away on September 13, 2012;

WHEREAS, after a diligent search by the Parties, an executed copy of the Trust can not be found;

WHEREAS, the Trust is the beneficiary of life insurance policy number 1009208 issued by Heritage Union Life Insurance Company (the "Insurer") on the life of Simon L. Bernstein (the "Policy");

WHEREAS, the Parties desire to achieve the intent of Simon L. Bernstein on or about the date of the Trust and resolve any and all disputes and controversies that have arisen or may arise regarding the distribution of the death benefit proceeds of the Policy.

WITNESSETH

NOW THEREFORE, in consideration of the following covenants, promises and obligations, as well as other good and valuable consideration, the sufficiency of which is hereby acknowledged; it is agreed by and between the Parties as follows:

COVENANTS

1. TED is appointed and hereby accepts the appointment to act as Trustee of the Trust.
2. That TED, as Trustee, shall open a bank account in the name of the Trust (the "Trust Account").
3. That TED, as Trustee shall deposit or direct the Insurer to deposit the death benefit proceeds of the Policy into the Trust Account.
4. That TED, as Trustee, shall pay expenses of the Trust including the cost of filing a tax return from the proceeds in the Trust Account.
5. That TED, as Trustee, shall distribute all remaining proceeds in the Trust Account equally (in 20% shares) to each of TED, PAM, ELIOT, JILL and LISA.

6. That TED, as Trustee, upon completing the distribution in ¶5 above and the filing of the tax return contemplated in ¶4 above shall close the Trust Account.

7. Upon receipt of the Settlement Agreement executed by all Parties and upon fulfillment of all of the covenants and obligations contained in ¶1 through ¶6 above, TED, PAM, ELIOT, JILL, AND LISA, ALLY, ERIC, MICHAEL, MOLLY, THE ELIOT CHILDREN, THE JILL CHILD AND THE LISA CHILDREN and each of them in their own individual capacity, shall respectively acquit, release, and forever discharge TED, both individually and as Trustee, and each and every other Party from any and all claims, demands, liabilities, obligations, causes and causes of action of whatever kind or nature, known or unknown, suspected or unsuspected by each of them, which each of them now owns or holds or at any time heretofore owned or held as against each other arising out of any matter related to or associated with the Policy and/or the Trust, and without limiting the generality of the foregoing, all claims, demands, liabilities, obligations, causes and causes of action arising out of or in any way connected with: a) the receipt of the death benefit proceeds of the Policy by the Trust; b) arising out of or in any way connected to the operation and management of the Trust, or the actual terms of the Trust in the event it should be located subsequent to the date of this Agreement regardless as to whether all of the covenants and obligations of this Agreement have been executed to completion.

8. All demands and notices given hereunder shall be sent by mail addressed to the respective Parties with a copy to David B. Simon, The Simon Law Firm, 303 E. Wacker Dr., Suite 210, Chicago, IL 60601-5210.

9. The Parties hereby represent to one another that they have full power and authority to enter into this Settlement Agreement and carry out their obligations hereunder. All Parties further represent that this Settlement Agreement has been duly executed and delivered.

10. This Settlement Agreement embodies the entire understanding of the Parties. All prior correspondence, conversations, memoranda and agreements have been merged into and replaced by this Settlement Agreement.

11. If a Party breaches this Settlement Agreement, the breaching Party shall reimburse the non-breaching Parties for all reasonable costs, attorney's fees, and expenses incurred by them in enforcing the terms and provisions of the Settlement Agreement.

12. This Settlement Agreement shall (i) be governed and construed in accordance with the laws of the State of Illinois and all claims or controversies arising out of this Settlement Agreement shall be brought within the exclusive jurisdiction of the State of Illinois; (ii) inure to the benefit of and be binding upon the Parties themselves, as well as their respective heirs, executors, predecessors, successors and assigns.

13. All Parties have been represented by counsel, or have had the opportunity to seek the advice of counsel, and if they have sought counsel then such counsel has reviewed this Settlement Agreement and recommended that their respective clients enter into it.

14. This Settlement Agreement may be executed in one or more counterparts, all of which, when taken together, shall constitute an original. Facsimile signatures of the Parties shall as valid and binding as original signatures.

15. Should any provision contained in this Agreement be deemed illegal or unenforceable as a matter of law, the remainder of this Agreement shall remain binding and continue in full force and effect.

16. The signatories state that they have read and understand this Settlement Agreement and that they intend to be legally bound by the same.

Agreed and accepted this date and year first written above.

TED S. BERNSTEIN

Witness:_____
Address:

PAMELA B. SIMON

Witness:_____
Address:

LISA S. FRIEDSTEIN

Witness:_____
Address:

ERIC BERNSTEIN

Witness:_____
Address:

MOLLY N. SIMON

Witness:_____
Address:

THE JILL CHILD

Jill Iantoni, Parent

Guy Iantoni, Parent

Address:

ELIOT I. BERNSTEIN

Witness:_____
Address:

JILL M. IANTONI

Witness:_____
Address:

ALEXANDRA L. BERNSTEIN

Witness:_____
Address:

MICHAEL BERNSTEIN

Witness:_____
Address:

THE ELIOT CHILDREN

Eliot I. Bernstein, Parent

Candace Bernstein, Parent

Address:

THE LISA CHILDREN

Lisa Frendstein, Parent

Jeffrey Friedstein, Parent

Address:

Robert Spallina

From: Prindle, Christopher R [christopher.r.prindle@jpmorgan.com]
Sent: Tuesday, December 04, 2012 12:03 PM
To: Robert Spallina
Cc: 'tbernstein@lifeinsuranceconcepts.com'
Subject: Re: Bernstein

Thanks Robert. We are moving forward with the plan as discussed.

Best,
Chris

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Tuesday, December 04, 2012 10:24 AM
To: Robert Spallina <rspallina@tescherspallina.com>; Prindle, Christopher R
Cc: Ted Bernstein <tbernstein@lifeinsuranceconcepts.com>
Subject: RE: Bernstein

Chris – please confirm

From: Robert Spallina
Sent: Monday, December 03, 2012 2:03 PM
To: Prindle, Christopher R
Cc: Ted Bernstein
Subject: RE: Bernstein

Chris – as discussed, please raise enough cash in the Bernstein LLLP account (in the most tax efficient manner possible) to pay off the loan. After the loan is paid, please make a final distribution from the LLLP of its assets to the respective partners accounts pro-rata as follows - Si Trust (49.5%), Shirley Trust (49.5%) and Bernstein Holdings (1%). Bernstein Holdings should then be liquidated among its partners (Si and Shirley Trusts 50/50). We would like to have both the LLC and LLLP accounts closed before year end so that we can prepare final returns for 2012. Please contact me if you have any questions.

Thanks,

Robert L. Spallina, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
E-mail: rspallina@tescherspallina.com

If you would like to learn more about TESCHER & SPALLINA, P.A., please visit our website at www.tescherspallina.com

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Robert Spallina

From: Robert Spallina
Sent: Monday, December 03, 2012 2:03 PM
To: Prindle, Christopher R
Cc: Ted Bernstein
Subject: RE: Bernstein

Chris – as discussed, please raise enough cash in the Bernstein LLLP account (in the most tax efficient manner possible) to pay off the loan. After the loan is paid, please make a final distribution from the LLLP of its assets to the respective partners accounts pro-rata as follows - Si Trust (49.5%), Shirley Trust (49.5%) and Bernstein Holdings (1%). Bernstein Holdings should then be liquidated among its partners (Si and Shirley Trusts 50/50). We would like to have both the LLC and LLLP accounts closed before year end so that we can prepare final returns for 2012. Please contact me if you have any questions.

Thanks,

Robert L. Spallina, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
E-mail: rspallina@tescherspallina.com

If you would like to learn more about TESCHER & SPALLINA, P.A., please visit our website at www.tescherspallina.com

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Robert Spallina

From: Robert Spallina
Sent: Monday, December 03, 2012 1:36 PM
To: 'Pam Simon'
Cc: Ted Bernstein; Simon David Scooter; Simon Pam
Subject: RE: Proceeds

Yes – but Eliot's counsel will probably hold things up

From: Pam Simon [mailto:pambsimon@icloud.com]
Sent: Monday, December 03, 2012 12:12 PM
To: Robert Spallina
Cc: Ted Bernstein; Simon David Scooter; Simon Pam
Subject: Re: Proceeds

Hi Robert - scooter will send you but can you send out for signatures? Thanks

On Dec 3, 2012, at 9:48 AM, Robert Spallina <rspallina@tescherspallina.com> wrote:

> Please have him send me the document for my review and copy all. I want to make sure we have an agreement among all before I speak to the carrier.
>
> ---
>
> **From:** Pam Simon [mailto:pambsimon@icloud.com]
> **Sent:** Sunday, December 02, 2012 7:39 AM
> **To:** Robert Spallina
> **Cc:** Ted Bernstein; Simon David Scooter; Simon Pam
> **Subject:** Re: Proceeds
>
> Hi Robert - can you call Scooter as he has a copy of the document you can circulate for signatures to release the proceeds. 312-909-0369 Thx
>
> On Nov 19, 2012, at 12:14 PM, "David (Scooter) Simon" <dsimon@stpcorp.com> wrote:
>
> > May be available to achieve Si's intended results through waiver and settlement agreement.
> > Please have Mr. Spallina call my cell phone 312 909 0369
> > On Nov 19, 2012, at 1:11 PM, "Pam Simon" <pambsimon@icloud.com> wrote:
> >
> > > Is the 2000 trust an irrevocable trust?
> > >
> > > On Nov 19, 2012, at 11:57 AM, Robert Spallina <rspallina@tescherspallina.com> wrote:
> > >
> > > > We are not responding to them with the document from 2000. We discussed that and you are carved out under that document. We need to find the 1995 trust ASAP
> > > >
> > > > ---
> > > >
> > > > **From:** Pam Simon [mailto:pambsimon@icloud.com]
> > > > **Sent:** Monday, November 19, 2012 12:56 PM
> > > > **To:** Ted Bernstein

Cc: Robert Spallina
Subject: Re: Proceeds

Pls send the executed trust document before u respond to heritage

On Nov 19, 2012, at 9:13 AM, Ted Bernstein <tbernstein@lifeinsuranceconcepts.com> wrote:

> Highly unlikely they will use another trust - what is SOP when doc can't be found?
>
> Ted Bernstein
> 561-988-8984
>
> Sent from my Samsung Galaxy Note™
>
> -------- Original message --------
> Subject: RE: Proceeds
> From: Robert Spallina <rspallina@tescherspallina.com>
> To: Pam Simon <pambsimon@icloud.com>
> CC: RE: Proceeds
>
> Heritage responded back that they need a copy of the trust instrument.
> We do not have a copy and the only executed trust document that we have in which the policy is listed as an asset is the 2000 trust prepared by Al Gortz.
>
> -----Original Message-----
> From: Pam Simon [mailto:pambsimon@icloud.com]
> Sent: Friday, November 16, 2012 2:35 PM
> To: Robert Spallina
> Cc: Bernstein Ted
> Subject: Proceeds
>
> Hi Robert - any word on the proceeds ?
> Need help? Pam

Robert Spallina

From: Rachel Walker [rachel3584@gmail.com]
Sent: Monday, December 03, 2012 10:59 AM
To: Robert Spallina
Cc: Ted Bernstein
Subject: Bernstein Family Realty
Attachments: Copy of Eliot Candice Kids House Expenses.xlsx

Hi Robert!
Hope all is well with you and you had a nice holiday :)
I met with Ted and he told me about your discussion regarding Eliot and the kids and my position etc.... I would like to hand over all responsibility of bills etc. to Eliot and Candice and put them in contact with Janet Craig for future trust disbursement for their bills. Am I legally allowed to do so? I can just give them the checkbook to the Legacy account and let them do everything?
It has just reached a point where I know if Shirley and Si were alive a lot would be different and I don't see why I am needed as the middleman for them to Janet. Below I prepared an email to send to Janet if you think this is OK... If you could take a look and please let me know your thoughts then I will proceed.
Thanks,
Rachel

Hi Janet!
I hope you had a great weekend!
As of now, I am responsible for the bills at 2753 NW 34th Street where Eliot (the late Simon Bernstein's son), Candice, Joshua, Jacob and Daniel live. This was a part of my job while working for Shirley and Simon. Now that they are both passed and am unemployed by them I have still kept responsibility out of my caring for them and the family. However, recently Eliot has taken great interest in wanting the responsibility and keeping track of his expenses. Attached is a spreadsheet he made of all the boys expenses which he is seeking reimbursement for. I feel that me being a middleman is kind of pointless as I am now working full time at another company. Of course if you or he needs anything I am always available to email or call to help answer any questions but I feel that I should put you in contact with Eliot and Candice for the future. Call me if you have any questions 561-275-8102.
Thanks so much!
Rachel

Eliot and Candice's contact information-
iviewit@gmail.com
tourcandy@gmail.com
561-245-8102 house
561-886-7627 cell

Pam, Lisa
Jeff, Grant
Ted & Jill

Bernstein T/C/W

- Discussed Status of Estate
- Still Need Copy of 95 Trust
-

T/C/W - Chris Prinsle 11/13/12
LP - 1,850,000 Total

225k Cash
880k Equities
700k Bonds

Loan Rate - 1.91%

11/28
558k - Cash
604k - Equities
700k - Bonds

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BERNSTEIN FAMILY INVESTMENT LLLP
950 PENINSULA CORP CIR STE 3010
BOCA RATON FL 33487-1387

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J.P.Morgan

JPMorgan Chase Bank, N.A.
270 Park Avenue, New York, NY 10017-2014

BERNSTEIN FAMILY INVESTMENT LLLP ACCT. W32635000
For the Period 8/1/12 to 8/31/12

Asset Account

J.P. Morgan Team		
Todd Adelstein	Banker	561/995-5053
Christopher Prindle	Investment Specialist	561/838-4669
John Hawkins Jr	Client Service Team	800/576-0938
Matthew Marcin	Client Service Team	
Online access	**www.jpmorganonline.com**	

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Equity	4
Cash & Fixed Income	9
Portfolio Activity	16

Please see disclosures located at the end of this statement package for important information relating to each J.P.Morgan account(s).

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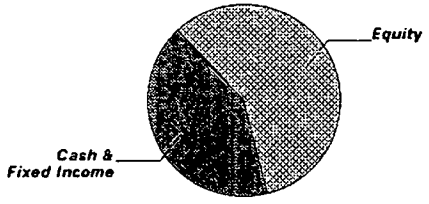
Account Summary

Asset Allocation	Beginning Market Value	Ending Market Value	Change In Value	Estimated Annual Income	Current Allocation
Equity	1,075,544.48	1,068,162.73	(7,381.75)	42,014.96	58%
Cash & Fixed Income	807,289.79	795,441.31	(11,848.48)	39,772.61	42%
Market Value	**$1,882,834.27**	**$1,863,604.04**	**($19,230.23)**	**$81,787.57**	**100%**
Accruals	9,404.64	9,206.87	(197.77)		
Market Value with Accruals	**$1,892,238.91**	**$1,872,810.91**	**($19,428.00)**		

Asset Allocation



Portfolio Activity	Current Period Value	Year-to-Date Value
Beginning Market Value	**1,882,834.27**	**2,075,644.02**
Contributions	1,140.00	63,470.00
Withdrawals & Fees	(49,999.99)	(469,400.03)
Securities Transferred In		62,920.04
Securities Transferred Out		(64,020.00)
Net Contributions/Withdrawals	**($48,859.99)**	**($407,029.99)**
Income & Distributions	9,492.10	59,739.85
Change In Investment Value	20,137.66	135,250.16
Ending Market Value	**$1,863,604.04**	**$1,863,604.04**
Accruals	9,206.87	9,206.87
Market Value with Accruals	**$1,872,810.91**	**$1,872,810.91**

Account Summary CONTINUED

Tax Summary	Current Period Value	Year-to-Date Value
Domestic Dividends/Distributions	5,016.91	29,807.20
Foreign Dividends		312.00
Currency Gain/Loss		(20.71)
Interest Income	2,261.05	19,122.34
Ordinary Income		74.65
Taxable Income	**$7,277.96**	**$49,295.48**
Tax-Exempt Income	690.89	5,796.87
Tax-Exempt Income	**$690.89**	**$5,796.87**
Partnership/Alt Asset Distributions	1,523.25	4,647.50
Other Income & Receipts	**$1,523.25**	**$4,647.50**

Cost Summary	Cost
Equity	685,778.43
Cash & Fixed Income	595,330.00
Total	**$1,281,108.43**

	Current Period Value	Year-to-Date Value
ST Realized Gain/Loss		4,021.92
LT Realized Gain/Loss	605.40	47,208.13
Realized Gain/Loss	**$605.40**	**$51,230.05**

	To-Date Value
Unrealized Gain/Loss	**$570,917.92**

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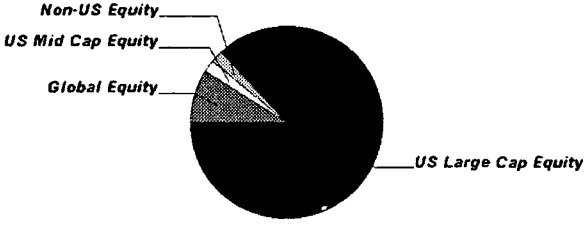
Equity Summary

Asset Categories	Beginning Market Value	Ending Market Value	Change In Value	Current Allocation
US Large Cap Equity	943,767.98	936,205.23	(7,562.75)	51%
US Mid Cap Equity	18,320.00	17,088.00	(1,232.00)	1%
Non-US Equity	12,967.50	13,669.50	702.00	1%
Global Equity	100,489.00	101,200.00	711.00	5%
Total Value	**$1,075,544.48**	**$1,068,162.73**	**($7,381.75)**	**58%**

Market Value/Cost	Current Period Value
Market Value	1,068,162.73
Tax Cost	685,778.43
Unrealized Gain/Loss	382,384.30
Estimated Annual Income	42,014.96
Accrued Dividends	2,241.24
Yield	3.93%

Asset Categories



Equity as a percentage of your portfolio - 58 %

Equity Detail

	Price	Quantity	Value	Adjusted Tax Cost / Original Cost	Unrealized Gain/Loss	Est. Annual Inc. / Accrued Div.	Yield
US Large Cap Equity							
ABBOTT LABORATORIES 002824-10-0 ABT	65.54	350.000	22,939.00	16,158.00	6,781.00	714.00	3.11%
APPLE INC. 037833-10-0 AAPL	665.24	250.000	166,310.00	22,100.00	144,210.00	2,650.00	1.59%

	Price	Quantity	Value	Adjusted Tax Cost / Original Cost	Unrealized Gain/Loss	Est. Annual Inc. / Accrued Div.	Yield
US Large Cap Equity							
AT&T INC 00206R-10-2 T	36.64	750.000	27,480.00	18,000.00	9,480.00	1,320.00	4.80%
BERKSHIRE HATHAWAY INC DEL CL B 084670-70-2 BRK B	84.34	200.000	16,868.00	14,400.00	2,468.00		
BLACKSTONE GROUP LP 09253U-10-8 BX	13.49	1,000.000	13,490.00	13,530.00	(40.00)	400.00	2.97%
BRISTOL MYERS SQUIBB CO 110122-10-8 BMY	33.01	1,000.000	33,010.00	24,650.00	8,360.00	1,360.00	4.12%
CHEVRON CORP 166764-10-0 CVX	112.16	200.000	22,432.00	19,424.00	3,008.00	720.00 180.00	3.21%
COCA-COLA CO 191216-10-0 KO	37.40	500.000	18,700.00	16,237.50	2,462.50	510.00	2.73%
DOW CHEMICAL CO 260543-10-3 DOW	29.31	1,425.000	41,766.75	18,713.75	23,053.00	1,824.00	4.37%
DUKE ENERGY CORP NEW 26441C-20-4 DUK	64.78	916.000	59,338.48	41,675.50	17,662.98	2,802.96 700.74	4.72%
EATON VANCE TAX-MANAGED DIVERSIFIED EQUITY FUND 27828N-10-2 ETY	9.34	1,500.000	14,010.00	12,474.60	1,535.40	1,518.00	10.84%
ELI LILLY & CO 532457-10-8 LLY	44.91	300.000	13,473.00	10,038.00	3,435.00	588.00 147.00	4.36%
EV ENERGY PARTNER LP 26926V-10-7 EVEP	62.77	750.000	47,077.50	18,487.00	28,590.50	2,295.00	4.87%
EXXON MOBIL CORP 30231G-10-2 XOM	87.30	250.000	21,825.00	15,500.00	6,325.00	570.00 142.50	2.61%
GENERAL DYNAMICS CORP 369550-10-8 GD	65.51	400.000	26,204.00	21,300.00	4,904.00	816.00	3.11%

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	Price	Quantity	Value	Adjusted Tax Cost / Original Cost	Unrealized Gain/Loss	Est. Annual Inc. / Accrued Div.	Yield
US Large Cap Equity							
GENERAL ELECTRIC CO 369604-10-3 GE	20.71	1,500.000	31,065.00	25,000.00	6,065.00	1,020.00	3.28%
GOOGLE INC CL A 38259P-50-8 GOOG	685.09	50.000	34,254.50	27,850.00	6,404.50		
JOHNSON & JOHNSON 478160-10-4 JNJ	67.43	400.000	26,972.00	23,400.00	3,572.00	976.00 244.00	3.62%
JOHNSON CONTROLS INC 478366-10-7 JCI	27.21	300.000	8,163.00	12,164.00	(4,001.00)	216.00	2.65%
KIMBERLY-CLARK CORP 494368-10-3 KMB	83.60	250.000	20,900.00	14,000.00	6,900.00	740.00	3.54%
KINDER MORGAN ENERGY PARTNERSHIP L P UNIT OF LIMITED PARTNERSHIP INT 494550-10-6 KMP	82.77	400.000	33,108.00	19,400.00	13,708.00	1,968.00	5.94%
KRAFT FOODS INC CLASS A 50075N-10-4 KFT	41.51	750.000	31,132.50	21,000.00	10,132.50	870.00	2.79%
MC DONALDS CORP 580135-10-1 MCD	89.49	500.000	44,745.00	30,634.00	14,111.00	1,400.00 350.00	3.13%
MERCK AND CO INC 58933Y-10-5 MRK	43.05	500.000	21,525.00	17,590.00	3,935.00	840.00	3.90%
PFIZER INC 717081-10-3 PFE	23.86	1,500.000	35,790.00	24,175.00	11,615.00	1,320.00 330.00	3.69%
PROCTER & GAMBLE CO 742718-10-9 PG	67.19	450.000	30,235.50	26,988.00	3,247.50	1,011.60	3.35%

	Price	Quantity	Value	Adjusted Tax Cost / Original Cost	Unrealized Gain/Loss	Est. Annual Inc. / Accrued Div.	Yield
US Large Cap Equity							
SECTOR SPDR TR SBI INT-FINL SEDOL 2364038 81369Y-60-5 XLF	15.16	3,000.000	45,480.00	30,529.20	14,950.80	744.00	1.64%
SOUTHERN CO 842587-10-7 SO				0.00		147.00	
VERIZON COMMUNICATIONS INC 92343V-10-4 VZ	42.94	650.000	27,911.00	17,565.93	10,345.07	1,300.00	4.66%
Total US Large Cap Equity			**$936,205.23**	**$572,984.48**	**$363,220.75**	**$30,493.56** **$2,241.24**	**3.26%**
US Mid Cap Equity							
ENERGY TRANSFER PARTNERS L P 29273R-10-9 ETP	42.72	400.000	17,088.00	17,364.00	(276.00)	1,430.00	8.37%
Non-US Equity							
BP PLC SPONS ADR 055622-10-4 BP	42.06	325.000	13,669.50	13,867.00	(197.50)	624.00	4.56%

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	Price	Quantity	Value	Adjusted Tax Cost / Original Cost	Unrealized Gain/Loss	Est. Annual Inc. / Accrued Div.	Yield
Global Equity							
EATON VANCE TAX ADVANTAGED GLOBAL DIVIDEND INCOME FUND 27828S-10-1 ETG	13.73	3,500.000	48,055.00	35,744.90	12,310.10	4,305.00	8.96%
EATON VANCE TAX MANAGED GLOBAL BUY WRITE OPPORTUNITIES FUND 27829C-10-5 ETW	10.98	1,000.000	10,980.00	10,943.03	36.97	1,168.00	10.64%
EATON VANCE TAX-MANAGED GLOBAL DIVERSIFIED EQUITY INCOME FUND 27829F-10-8 EXG	8.65	3,500.000	30,275.00	24,553.02	5,721.98	3,416.00	11.28%
ISHARES S&P GLOBAL TELECOMMUNICATION 464287-27-5 IXP	59.45	200.000	11,890.00	10,322.00	1,568.00	578.40	4.86%
Total Global Equity			**$101,200.00**	**$81,562.95**	**$19,637.05**	**$9,467.40**	**9.35%**

J.P.Morgan

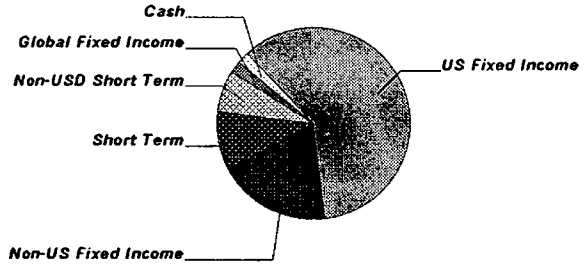
BERNSTEIN FAMILY INVESTMENT LLLP ACCT. W32635000
For the Period 8/1/12 to 8/31/12

Cash & Fixed Income Summary

Asset Categories	Beginning Market Value	Ending Market Value	Change In Value	Current Allocation
Cash	50.57	7,711.23	7,660.66	1%
Short Term	105,717.57	83,331.57	(22,386.00)	4%
Non-USD Short Term	61,906.38	63,645.51	1,739.13	3%
US Fixed Income	470,030.53	471,480.72	1,450.19	25%
Non-US Fixed Income	142,944.74	142,332.28	(612.46)	8%
Global Fixed Income	26,640.00	26,940.00	300.00	1%
Total Value	**$807,289.79**	**$795,441.31**	**($11,848.48)**	**42%**

Market Value/Cost	Current Period Value
Market Value	795,441.31
Tax Cost	595,330.00
Unrealized Gain/Loss	188,533.62
Estimated Annual Income	39,772.61
Accrued Interest	6,965.63
Yield	3.13%

Asset Categories



Cash & Fixed Income as a percentage of your portfolio - 42 %

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SUMMARY BY MATURITY

Cash & Fixed Income	Market Value	% of Bond Portfolio
0-6 months[1]	501,742.97	64%
6-12 months[1]	52,103.68	6%
1-5 years[1]	88,712.66	11%
5-10 years[1]	136,683.09	17%
10+ years[1]	16,198.91	2%
Total Value	**$795,441.31**	**100%**

SUMMARY BY TYPE

Cash & Fixed Income	Market Value	% of Bond Portfolio
Cash	7,711.23	1%
Corporate Bonds	116,672.23	14%
International Bonds	297,674.74	39%
Mutual Funds	210,145.21	26%
Other	163,237.90	20%
Total Value	**$795,441.31**	**100%**

[1] The years indicate the number of years until the bond is scheduled to mature based on the statement end date. Some bonds may be called, or paid in full, before their stated maturity.

Note: **P** indicates position adjusted for Pending Trade Activity.
[1] This is the Annual Percentage Yield (APY) which is the rate earned if balances remain on deposit for a full year with compounding, there is no change in the interest rate and all interest is left in the account.

** Unrealized Gain/Loss is shown as "N/A" in cases where we do not have appropriate cost information for all tax lots comprising the position. Please contact your J.P. Morgan team for additional information.

Cash & Fixed Income Detail

	Price	Quantity	Value	Adjusted Tax Cost / Original Cost	Unrealized Gain/Loss	Est. Annual Income / Accrued Interest	Yield
Cash							
US DOLLAR	1.00	8,285.92	8,285.92	8,285.92		0.82	0.01%[1]
COST OF PENDING PURCHASES	1.00	(574.69)	(574.69)	(574.69)			
Total Cash			**$7,711.23**	**$7,711.23**	**$0.00**	**$0.82**	**0.01%**

	Price	Quantity	Value	Adjusted Tax Cost / Original Cost	Unrealized Gain/Loss	Est. Annual Income / Accrued Interest	Yield
Short Term							
JOHN DEERE CAPITAL CORP 5.10% JAN 15 2013 DTD 1/10/2003 244217-BK-0 A /A2	101.81	10,000.00	10,180.50	10,466.85	(286.35)	510.00 65.16	0.24%
UNITED MEXICAN STATES NOTES 6 3/8% JAN 16 2013 DTD 1/16/2003 91086Q-AK-4 BBB /BAA	102.06	24,000.00	24,494.16	24,993.13	(498.97)	1,530.00 191.23	0.90%
GENERAL ELECTRIC COMPANY NOTES 5% FEB 1 2013 DTD 1/28/2003 369604-AY-9 AA+ /AA3	101.86	23,000.00	23,428.26	23,368.11	60.15	1,150.00 95.81	0.52%
HUTCHISON WHAMP INTERNATIONAL LTD 6 1/2% SER REGS FEB 13 2013 DTD 2/13/2003 G4672Q-AA-2 A- /NR	102.25	9,000.00	9,202.50	N/A **	N/A	585.00 29.25	1.49%
PETROBRAS INTERNATIONAL FINANCE NOTES 9 1/8% JUL 2 2013 DTD 7/2/2003 71645W-AG-6 NR /A3	106.84	15,000.00	16,026.15	17,289.97	(1,263.82)	1,368.75 224.31	0.92%
Total Short Term			**$83,331.57**	**$76,118.06**	**($1,988.99)**	**$5,143.75** **$605.76**	**0.78%**

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	Price	Quantity	Value	Adjusted Tax Cost / Original Cost	Unrealized Gain/Loss	Est. Annual Income / Accrued Interest	Yield
Non-USD Short Term							
SWEDISH GOVERNMENT - SEK 5.50% OCT 8 2012 DTD 10/08/2001 HELD BY EUROCLEAR ISIN SE0000909640 SEDOL 7334821 H33482-9A-2 AAA /AAA SEK	15.17	80,000.00	12,133.41	11,006.43	1,126.98	664.48 596.18	1.37%
TELECOM ITALIA FIN SA - EUR MEDIUM TERM NOTE 6.875% JAN 24 2013 DTD 01/24/2003 HELD BY EUROCLEAR ISIN XS0161101679 SEDOL 7533510 H53465-9C-8 BBB /BAA EUR	128.62	12,000.00	15,434.57	15,959.56	(524.99)	1,039.91 627.91	1.68%
NORWEGIAN GOVERNMENT -NOK 6.50% MAY 15 2013 DTD 05/15/2002 HELD BY EUROCLEAR ISIN NO0010144843 SEDOL 7381076 666999-9A-7 AAA /AAA NOK	17.86	202,000.00	36,077.53	34,176.14	1,901.39	2,266.72 673.87	1.54%
Total Non-USD Short Term			**$63,645.51**	**$61,142.13**	**$2,503.38**	**$3,971.11** **$1,900.96**	**1.54%**
US Fixed Income							
EATON VANCE SR FLOATING RATE FUND 27828Q-10-5	16.45	2,000.00	32,900.00	17,960.00	14,940.00	2,064.00	6.27%
JPM STR INC OPP FD FUND 3844 4812A4-35-1	11.67	2,208.67	25,775.23	26,445.89	(670.66)	854.75 79.51	3.32%
P **WELLS FARGO FDS TR** INTRMDT TXFR A 949921-59-7	11.66	12,890.67	150,305.21	58,343.54	91,961.67	4,576.18 366.99	3.04%

	Price	Quantity	Value	Adjusted Tax Cost / Original Cost	Unrealized Gain/Loss	Est. Annual Income / Accrued Interest	Yield
US Fixed Income							
P **AIM TAX EXEMPT FDS INC** INV VK HIYL MN Y 001419-65-4	10.07	4,248.55	42,782.93	36,646.19	6,136.74	2,493.90 207.70	5.83%
VANGUARD MUNI BD FD INC HI YLD PORT FUND 44 922907-40-7	11.22	2,860.51	32,094.97	29,719.78 **	N/A	1,247.18	3.89%
NUVEEN SELECT TAX FREE INCM SH BEN INT 67063C-10-6	14.76	1,250.00	18,450.00	16,054.74	2,395.26	787.50	4.27%
NUVEEN AMT-FREE MUNICIPAL INCOME FUND 670657-10-5	15.10	1,500.00	22,650.00	19,902.00	2,748.00	1,260.00	5.56%
EATON VANCE MUNICIPAL BOND FUND 27827X-10-1	13.87	2,500.00	34,675.00	25,000.00	9,675.00	1,915.00	5.52%
WESTERN ASSET MUN HIGH INCOME FUND 95766N-10-3	8.39	1,500.00	12,585.00	10,500.00	2,085.00	594.00	4.72%
JOHN DEERE CAPITAL CORP MEDIUM TERM NOTE 4.9% SEP 09 2013 DTD 09/08/2008 24422E-QU-6 A /A2	104.73	15,000.00	15,708.75	15,394.28	314.47	735.00 353.20	0.27%
GOLDMAN SACHS GROUP INC NOTES 5 1/4% OCT 15 2013 DTD 10/14/2003 38141G-DQ-4 A- /A3	104.48	22,000.00	22,984.72	21,273.88	1,710.84	1,155.00 436.32	1.22%
VERIZON COMMUNICATIONS 5 1/2% FEB 15 2018 DTD 02/12/2008 92343V-AL-8 A- /A3	122.12	21,000.00	25,645.20	21,296.30	4,348.90	1,155.00 51.32	1.29%

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	Price	Quantity	Value	Adjusted Tax Cost / Original Cost	Unrealized Gain/Loss	Est. Annual Income / Accrued Interest	Yield
US Fixed Income							
WAL-MART STORES INC SR NOTES 5.8% FEB 15 2018 DTD 08/24/2007 931142-CJ-0 AA /AA2	124.83	15,000.00	18,724.80	16,397.62	2,327.18	870.00 38.65	1.10%
GOVERNMENT OF CANADA 8% JUN 1 2023 DTD 8/17/92 135087-UT-9 AAA /AAA	161.99	10,000.00	16,198.91	12,048.78	4,150.13	800.00 200.00	1.68%
Total US Fixed Income			**$471,480.72**	**$326,983.00**	**$142,122.53**	**$20,507.51** **$1,733.69**	**3.59%**
Non-US Fixed Income							
REPUBLIC OF SOUTH AFRICA - ZAR 8.75% DEC 21 2014 DTD 12/21/2002 HELD BY EUROCLEAR ISIN ZAG000019878 SEDOL 6711953 S69124-9Q-0 A /A3 ZAR	12.86	105,000.00	13,505.43	11,157.01	2,348.42	1,090.05 215.02	4.85%
NEW ZEALAND GOVERNMENT-NZD 6% APR 15 2015 DTD 04/15/2003 HELD BY EUROCLEAR ISIN NZGOVD0004R7 SEDOL 6610726 G62784-9B-4 AA+ /AAA NZD	86.94	42,000.00	36,513.76	23,764.68	12,749.08	2,024.56 768.86	2.73%
QUEENSLAND TREASURY CORP - AUD 6% SEP 14 2017 DTD 09/14/2006 748305-BG-3 AAA /AAA AUD	115.96	30,000.00	34,787.78	21,102.12	13,685.66	1,860.20 864.37	3.35%

	Price	Quantity	Value	Adjusted Tax Cost / Original Cost	Unrealized Gain/Loss	Est. Annual Income / Accrued Interest	Yield
Non-US Fixed Income							
FEDERAL REPUBLIC OF BRAZIL NOTES 8% JAN 15 2018 DTD 8/1/2005 105756-BH-2 BBB /BAA	119.41	12,222.22	10,540.25	11,071.30	(531.05)	706.16 90.22	3.96%
TSY 5% 2018 - GBP 5% MAR 07 2018 DTD 05/25/2007 HELD BY EUROCLEAR ISIN GB00B1VWPC84 SEDOL B1VWPC8 871291-9B-8 NR /AAA GBP	196.13	12,000.00	23,536.11	19,131.52	4,404.59	953.00 460.95	0.66%
SUNCOR ENERGY INC - CAD MEDIUM TERM NOTES 5.8% MAY 22 2018 DTD 05/22/2008 HEDL BY EUROCLEAR ISIN CA86721ZAC38 SEDOL B39QM69 86721Z-9B-7 BBB /WR CAD	117.24	20,000.00	23,448.95	14,513.26	8,935.69	1,175.45 325.80	2.81%
Total Non-US Fixed Income			**$142,332.28**	**$100,739.89**	**$41,592.39**	**$7,809.42** **$2,725.22**	**2.84%**
Global Fixed Income							
FIRST TRUST/ABERDEEN GLOBAL OPPORTUNITY INCOME FUND 337319-10-7	17.96	1,500.00	26,940.00	22,635.69	4,304.31	2,340.00	8.69%

Portfolio Activity Summary - U S Dollar

Transactions	Current Period Value	Year-To-Date Value*
Beginning Cash Balance	**696.34**	--
INFLOWS		
Income	9,492.10	53,851.20
Contributions	1,140.00	63,470.00
Foreign Exchange - Inflows		5,814.00
Total Inflows	**$10,632.10**	**$123,135.20**
OUTFLOWS **		
Withdrawals	(49,999.99)	(469,400.03)
Total Outflows	**($49,999.99)**	**($469,400.03)**
TRADE ACTIVITY		
Settled Sales/Maturities/Redemptions	47,686.90	286,912.89
Settled Securities Purchased	(729.43)	(6,352.13)
Total Trade Activity	**$46,957.47**	**$280,560.76**
Ending Cash Balance	**$8,285.92**	--

Securities Transferred In/Out	Current Period Value	Year-To-Date Value*
Securities Transferred In		62,920.04
Securities Transferred Out		(64,020.00)

Cost Adjustments	Current Period Value	Year-To-Date Value*
Cost Adjustments		(6,420.13)
Total Cost Adjustments	**$0.00**	**($6,420.13)**

* Year to date information is calculated on a calendar year basis.
** Your account's standing instructions use a HIGH COST method for relieving assets from your position

Portfolio Activity Detail - U S Dollar

INFLOWS & OUTFLOWS

Settle Date	Type / Selection Method	Description	Quantity / Cost	Per Unit / Amount	Amount
Income					
8/1	Corporate Interest	GENERAL ELECTRIC COMPANY NOTES 5% FEB 1 2013 DTD 1/28/2003 (ID: 369604-AY-9)	23,000.000	0.025	575.00
8/1	Div Domest	BRISTOL MYERS SQUIBB CO @ 0.34 PER SHARE (ID: 110122-10-8)	1,000.000	0.34	340.00
8/1	Div Domest	AT&T INC @ 0.44 PER SHARE (ID: 00206R-10-2)	750.000	0.44	330.00
8/1	Div Domest	VERIZON COMMUNICATIONS INC @ 0.50 PER SHARE (ID: 92343V-10-4)	650.000	0.50	325.00
8/1	Tax-Exempt Income	NUVEEN SELECT TAX FREE INCM SH BEN INT @ 0.0525 PER SHARE (ID: 67063C-10-6)	1,250.000	0.053	65.63
8/1	Tax-Exempt Income	NUVEEN AMT-FREE MUNICIPAL INCOME FUND @ 0.07 PER SHARE (ID: 670657-10-5)	1,500.000	0.07	105.00
8/1	Div Domest	JPM STR INC OPP FD FUND 3844 @ 0.038 PER SHARE (ID: 4812A4-35-1)	2,201.475	0.038	83.66
8/1	Interest Income	DEPOSIT SWEEP INTEREST FOR JULY @ .01% RATE ON NET AVG COLLECTED BALANCE OF $2,687.22 AS OF 08/01/12			0.02
8/1	Tax-Exempt Income	VANGUARD MUNI BD FD INC HI YLD PORT FUND 44 @ 0.035 PER SHARE (ID: 922907-40-7)	2,860.514	0.037	105.02
8/2	Tax-Exempt Income	AIM TAX EXEMPT FDS INC INV VK HIYL MN Y @ 0.049 PER SHARE AS OF 07/31/12 (ID: 001419-65-4)	4,227.927	0.049	206.15
8/2	Div Domest	WELLS FARGO FDS TR INTRMDT TXFR A @ 0.026 PER SHARE AS OF 07/31/12 (ID: 949921-59-7)	12,859.196	0.026	334.60

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Settle Date	Type / Selection Method	Description	Quantity / Cost	Per Unit Amount	Amount
Income					
8/8	Accrued Int Recd	DEUTSCHE BANK AG LONDON NOTES 5 3/8% OCT 12 2012 DTD 10/12/2007 (ID: 2515A0-HQ-9)	22,000.000	0.017	381.03
8/10	Div Domest	GENERAL DYNAMICS CORP @ 0.51 PER SHARE (ID: 369550-10-8)	400.000	0.51	204.00
8/13	Foreign Interest	HUTCHISON WHAMP INTERNATIONAL LTD 6 1/2% SER REGS FEB 13 2013 DTD 2/13/2003 (ID: G4672Q-AA-2)	9,000.000	0.033	292.50
8/14	Partn'p/Oth Dist	KINDER MORGAN ENERGY PARTNERSHIP L P UNIT OF LIMITED PARTNERSHIP INT (ID: 494550-10-6)	400.000	1.23	492.00
8/14	Partn'p/Oth Dist	ENERGY TRANSFER PARTNERS L P (ID: 29273R-10-9)	400.000	0.894	357.50
8/14	Partn'p/Oth Dist	EV ENERGY PARTNER LP (ID: 26926V-10-7)	750.000	0.765	573.75
8/15	Div Domest	ABBOTT LABORATORIES @ 0.51 PER SHARE (ID: 002824-10-0)	700.000	0.51	357.00
8/15	Div Domest	PROCTER & GAMBLE CO @ 0.562 PER SHARE (ID: 742718-10-9)	450.000	0.562	252.90
8/15	Div Domest	PEOPLE'S UNITED FINANCIAL INC @ 0.16 PER SHARE (ID: 712704-10-5)	1,000.000	0.16	160.00
8/15	Corporate Interest	VERIZON COMMUNICATIONS 5 1/2% FEB 15 2018 DTD 02/12/2008 (ID: 92343V-AL-8)	21,000.000	0.028	577.50
8/15	Corporate Interest	WAL-MART STORES INC SR NOTES 5.8% FEB 15 2018 DTD 08/24/2007 (ID: 931142-CJ-0)	15,000.000	0.029	435.00
8/15	Div Domest	FIRST TRUST/ABERDEEN GLOBAL OPPORTUNITY INCOME FUND @ 0.13 PER SHARE (ID: 337319-10-7)	1,500.000	0.13	195.00
8/16	Div Domest	APPLE INC. @ 2.65 PER SHARE (ID: 037833-10-0)	250.000	2.65	662.50
8/31	Partn'p/Oth Dist	BLACKSTONE GROUP LP (ID: 09253U-10-8)	1,000.000	0.10	100.00
8/31	Tax-Exempt Income	EATON VANCE MUNICIPAL BOND FUND @ 0.063835 PER SHARE (ID: 27827X-10-1)	2,500.000	0.064	159.59

Settle Date	Type / Selection Method	Description	Quantity / Cost	Per Unit Amount	Amount
Income					
8/31	Div Domest	EATON VANCE TAX-MANAGED DIVERSIFIED EQUITY FUND @ 0.253 PER SHARE (ID: 27828N-10-2)	1,500.000	0.253	379.50
8/31	Div Domest	EATON VANCE SR FLOATING RATE FUND @ 0.09 PER SHARE (ID: 27828Q-10-5)	2,000.000	0.09	180.00
8/31	Div Domest	EATON VANCE TAX ADVANTAGED GLOBAL DIVIDEND INCOME FUND @ 0.1025 PER SHARE (ID: 27828S-10-1)	3,500.000	0.103	358.75
8/31	Div Domest	EATON VANCE TAX-MANAGED GLOBAL DIVERSIFIED EQUITY INCOME FUND @ 0.244 PER SHARE (ID: 27829F-10-8)	3,500.000	0.244	854.00
8/31	Tax-Exempt Income	WESTERN ASSET MUN HIGH INCOME FUND @ 0.033 PER SHARE (ID: 95766N-10-3)	1,500.000	0.033	49.50
Total Income					**$9,492.10**

Settle Date	Type / Selection Method	Description	Quantity / Cost	Amount
Contributions				
8/10	Misc Credit	FED WIRE CREDIT VIA: COMERICA BANK/067012099 B/O: TELENET SYSTEMS INC BOCA RATON,FL 334337641 REF: CHASE NYC/CTR/BNF=BERNSTEIN FAMILY INVESTMENT LLLP BOCA RATON FL 33487-1387/AC-000000032326 RFB=O/B COMERICA BK BBI=/TIME/12:43 IMAD: 0810F6QC949C000019 TRN: 3003809223FF		1,140.00

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Settle Date	Type / Selection Method	Description	Quantity / Cost	Amount
Miscellaneous Credits				
8/13	Stock Split	COCA-COLA CO 2 FOR 1 STOCK SPLIT. (ID: 191216-10-0)	250.000 0.00	

Settle Date	Type / Selection Method	Description	Quantity / Cost	Amount
Withdrawals				
8/3	Misc Disbursement	FUNDS TRANSFERRED FROM PRN A/C# W32635000 TO DDA A/C# 0000000000849197231 AS REQUESTED		(50,000.00)
8/7	Interest Expense	OVERDRAFT REFUND FOR 03/12		0.01
Total Withdrawals				**($49,999.99)**

TRADE ACTIVITY

Note: **L** indicates Long Term Realized Gain/Loss

Trade Date / Settle Date	Type / Selection Method	Description	Quantity	Per Unit Amount	Proceeds	Tax Cost	Realized Gain/Loss
Settled Sales/Maturities/Redemptions							
8/7 8/7	Cash In Lieu	DUKE ENERGY CORP NEW CASH IN LIEU OF FRACTIONAL SHARES (ID: 26441C-20-4)			44.48		44.48 L
8/3 8/8	Sale High Cost	DEUTSCHE BANK AG LONDON NOTES 5 3/8% OCT 12 2012 DTD 10/12/2007 @ 100.65 JP MORGAN SECURITIES LLC (BIDL) (ID: 2515A0-HQ-9)	(22,000.000)	100.70	22,143.00	(22,324.50)	(181.50) L
8/3 8/8	Sale High Cost	PEOPLE'S UNITED FINANCIAL INC @ 11.51 11,510.00 BROKERAGE 100.00 TAX &/OR SEC .26 J.P. MORGAN SECURITIES LLC (ID: 712704-10-5)	(1,000.000)	11.41	11,409.74	(13,320.00)	(1,910.26) L

Trade Date / Settle Date	Type / Selection Method	Description	Quantity	Per Unit Amount	Proceeds	Tax Cost	Realized Gain/Loss	
Settled Sales/Maturities/Redemptions								
8/3 8/8	Sale High Cost	SOUTHERN CO @ 47.30 14,190.00 BROKERAGE 100.00 TAX &/OR SEC .32 J.P. MORGAN SECURITIES LLC (ID: 842587-10-7)	(300.000)	46.966	14,089.68	(11,437.00)	2,652.68	L
Total Settled Sales/Maturities/Redemptions					**$47,686.90**	**($47,081.50)**	**$605.40**	**L**

Trade Date / Settle Date	Type	Description	Quantity	Per Unit Amount	Market Cost
Settled Securities Purchased					
8/1 8/1	Purchase	JPM STR INC OPP FD FUND 3844 REINVESTED @ 11.62 PER SHARE (ID: 4812A4-35-1)	7.199	11.621	(83.66)
8/1 8/1	Purchase	VANGUARD MUNI BD FD INC HI YLD PORT FUND 44 INCOME DIVIDEND @ 0.035 PER SHAR REINVESTED J.P.MORGAN SECURITIES LLC AS AGENT (ID: 922907-40-7)	9.360	11.22	(105.02)
8/2 8/2	Purchase	AIM TAX EXEMPT FDS INC INV VK HIYL MN Y INCOME DIVIDEND @ 0.049 PER SHAR REINVESTED @ $10.06 J.P.MORGAN SECURITIES LLC AS AGENT AS OF 07/31/12 (ID: 001419-65-4)	20.492	10.06	(206.15)
8/2 8/2	Purchase	WELLS FARGO FDS TR INTRMDT TXFR A INCOME DIVIDEND @ 0.026 PER SHAR REINVESTED @ $11.66 J.P.MORGAN SECURITIES LLC AS AGENT AS OF 07/31/12 (ID: 949921-59-7)	28.696	11.66	(334.60)
Total Settled Securities Purchased					**($729.43)**

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Trade Date / Est. Settle Date	Type	Description	Quantity	Per Unit Amount	Market Cost
Pending Securities Purchased					
8/31 8/31	Purchase	AIM TAX EXEMPT FDS INC INV VK HIYL MN Y (ID: 001419-65-4)	20.626	10.07	(207.70)
8/31 8/31	Purchase	WELLS FARGO FDS TR INTRMDT TXFR A (ID: 949921-59-7)	31.474	11.66	(366.99)
Total Pending Securities Purchased					**($574.69)**

J.P.Morgan

For the Period 8/1/12 to 8/31/12

For your convenience we have combined statement(s) for activity you conduct through J.P. Morgan in one package. Below are important disclosures relating to these different accounts. These statements may relate to various account types. Some of the disclosures are applicable to all of your accounts. For ease of reference the disclosures applicable to a particular type of account have been grouped together by descriptive headers.

IMPORTANT GENERAL INFORMATION APPLICABLE TO ALL OF YOUR ACCOUNT(S)

Important Information about Pricing ,Valuations, Estimated Annual Income, and Estimated Yield

Market value information (including without limitation, prices, exchange rates, accrued income and bond ratings) furnished herein, some of which has been provided by pricing sources that J.P. Morgan believes to be reliable, is not guaranteed for accuracy but provided for informational purposes and is furnished for the exclusive use of the client.

The current price is the value of the financial asset share, unit or contract as priced at the close of the market on the last day of the statement period or the last available price. All values provided for structured yield deposits (for example, JPMorgan London Time Deposits) reflect the original deposit amount only. The value for Real Estate, Mineral Interests and Miscellaneous Assets may not reflect the most current value of the asset.

Important information regarding Auction Rate Securities (ARS). ARS are debt or preferred securities with an interest or dividend rate reset periodically in an auction. Although there may be daily, weekly and monthly resets, there is no guarantee that there will be liquidity. If there are not enough bids at an auction to redeem the securities available for sale, the result may be a failed auction. In the event of a failed auction, there is no assurance that a secondary market will develop or that the security will trade at par or any other price reflected on statements and online. Accordingly, investors should not rely on pricing information appearing in their statements or online with respect to ARS. When J.P. Morgan is unable to obtain a price from an internal or outside source for a particular ARS, the price column on your statement will indicate "unpriced".

Valuations of over-the-counter derivative transactions, including certain derivatives-related deposit products, have been prepared on a mid-market basis. These valuations are sourced from the various issuers of the securities or they are sourced from a third party valuation provider. J.P. Morgan expressly disclaims any responsibility for (1) the accuracy of the models or estimates used in deriving the valuations, (2) any errors or omissions in computing or disseminating the valuations, and (3) any uses to which the valuations are put. Valuations are provided for information purposes only and are intended solely for your own use. Please refer to the trade confirmation for details of each transaction.

Certain assets, including but not limited to, pooled and private investments, non-publicly traded and infrequently traded securities, derivatives, partnership interests and tangible assets are generally illiquid, the value of such asset may have been provided to us by third parties who may or may not be independent of the issuer or manager. Such information is reflected as of the last date provided to us, and is not independently verified.

In cases where we are unable to obtain a current market value from an internal or outside source for a particular security, the price column on your statement will indicate "unpriced". Although such securities may have value, please note that the value of a security indicated as "unpriced" will not be included in your overall current market value as reflected on the statement.

J.P. Morgan makes no representation, warranty or guarantee, express or implied, that any quoted value represents the actual terms at which securities could be bought or sold or new transactions could be entered into, or the actual terms on which existing transactions or securities could be liquidated. Such values may only be indicative.

When we are unable to obtain a current value from an internal or outside source for a particular security, the price column on your statement will indicate "unpriced".

If a partial call is made with respect to an issue of securities included in your Accounts we will allocate the call by a method we deem fair and equitable.

To the extent applicable, please note the following regarding estimated annual income (EAI) and estimated yield (EY): EAI and EY for certain types of securities could include a return of principal or capital gains in which case the EAI and EY would be overstated. EAI and EY are estimates and the actual income and yield might be lower or higher than the estimated amounts. EY reflects only the income generated by an investment. It does not reflect changes in its price, which may fluctuate.

Offshore Deposits - London and Nassau

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Deposits in Foreign Branches are not insured by the FDIC or any other Agency of the Federal Government; amounts in such foreign accounts do not have the benefit of any domestic preference applicable to U.S Banks; certain Foreign accounts are considered reportable to the Internal Revenue Service on a Report of Foreign Bank and Financial Accounts (TD F 90-22.1).

Bank products and services are offered through JPMorgan Chase Bank, N.A. ("JPMCB") and its banking affiliates. Securities are offered by J.P.Morgan Securities LLC ("JPMS") and, to the extent noted below, cleared through J.P. Morgan Clearing Corp. ("JPMCC").

Neither JPMS, nor JPMCC is a bank and are each separate legal entities from its bank or thrift affiliates.

Investment Products:	Not FDIC Insured	-No Bank Guarantee	-May Lose Value

Fund manager disclosure information available upon request

If you have an investment account that is managed by an SEC-Registered Investment Advisor, J.P. Morgan will provide a copy of the advisor's Form ADV II or brochure upon written request.

These statements are not official documents for income tax reporting purposes and should not be relied upon for such purposes, including determination of income, cost basis, amortization or accretion, or gain/loss. Such information, which may be inaccurate, incomplete or subject to updating, should be confirmed with your records and your tax advisor.

Please take the steps indicated below if you think statement(s) are incorrect or contact your J.P.Morgan team if you require additional information about a transaction on your statement(s).

IMPORTANT ADDITIONAL INFORMATION APPLICABLE ONLY TO YOUR ASSET ACCOUNT(S) (LINKED TO JPMS)

Your Asset Account consists of a bank account that custodies assets linked to a brokerage account through which securities transactions are executed. As a result, the Asset Account statement(s) reflect brokerage transactions executed through JPMS but (except for exchange listed options) held in custody at JPMCB. Securities purchased or sold through JPMS in U.S. markets (other then mutual funds) are cleared through an affiliate of JPMS, in non-U.S. markets securities are cleared through JPMS. Positions in exchange-listed options are held by JPMCC. For your convenience, however, positions in exchange-listed options are presented in Asset Account statement(s) together with other assets held in such account(s). All pertinent information about your settled and pending purchases and sales effected through your JPMS account during the period covered by these statement(s), is summarized in the "Trade Activity" portion of the statement(s).

In Case of Other Errors or Questions About Your Asset Account Statement(s)

Please review your statement(s) and promptly report any inaccuracy or discrepancy including possible unauthorized trading activity, unrecorded dividend payments, unaccounted cash positions, improper payments or transfers in writing to both the introducing broker, JPMS and the clearing firm, JPMCC at the addresses shown on your statement(s). Any oral communication should be re-confirmed in writing to further protect your rights, including your rights under the Securities Investor Protection Act (SIPA). If you have any questions please contact your J.P.Morgan team.

In your written communication, please provide the following information: (1) your name and account number; (2) the dollar amount of the suspected error; and (3) a description of the error and explanation, if you can, why you believe there is an error. If you need more information, you must describe the item you are unsure about. We must receive your written communication no later than 30 days after the statement on which the error or problem appeared is sent or made available. If you do not so notify us, you agree that the statement activity and account balance(s) are correct.

JPMCC and JPMS are members of the Securities Investor Protection Corp ("SIPC"), a not-for-profit membership corporation funded by broker-dealers registered with the Securities and Exchange Commission. Securities and cash held for a customer at JPMCC are protected by SIPC up to $500,000 per customer, which includes up to $250,000 of protection for cash. SIPC does not protect against losses from fluctuations in the value of the securities. Assets held in custody by JPMCB are not subject to SIPC. You may obtain information about SIPC, including the SIPC Brochure, on their website, at "www.sipc.org" or by contacting them at (202) 371-8300.

In Case of Errors or Questions About Your Electronic Transfers.

J.P.Morgan

For the Period 8/1/12 to 8/31/12

Contact your J.P. Morgan Team at one of the telephone numbers on the front of your statements or write us at J.P. Morgan, 500 Stanton Christiana Road, 1/OPS3, Newark, DE 19713-2107 as soon as you can, if you think your statement is wrong or if you need more information about a transfer on the statement. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared. (1) Tell us your name and account number. (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information. (3) Tell us the dollar amount of the suspected error. We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

In Case of Errors or Questions About Non-Electronic Transfers (Checks or Deposits)

Contact JPMorgan Chase Bank, N.A. ("JPMCB") Member FDIC immediately if a statement is incorrect or if you need more information about any non-electronic transactions (checks or deposits) on this statement. If any such error appears, you must notify the bank in writing as soon as possible after your statement was made available to you. For more complete details, see the applicable account agreements and appendices that govern your account.

Deposit products and services are offered by JPMCB Member FDIC.

You must promptly advise your J.P.Morgan representative of material changes in your investment objectives or financial situation or if you wish to modify the management of your account. Unless you inform otherwise, your J.P.Morgan representative will consider the information currently in its files to be complete and accurate.

With reference to JPMS and JPMCC: A financial statement of this organization is available to you for personal inspection at its offices, or a copy will be mailed to you upon written request.

You should have received (or have made available to you) separate confirmations for each securities transaction. All transactions are subject to the terms and conditions stated on the reverse side of such confirmations and are subject to the constitution, by-laws, customs and interpretations of the marketplace where executed and governed by and construed in accordance with the laws of the State of New York and all applicable federal laws and regulations. Further information with respect to commissions and other charges related to the execution of transactions, including options transactions, has been included in confirmations that were previously furnished or have made available to you. Upon written request, JPMS will promptly supply you with the latest information.

PRODUCT RELATED DISCLOSURE: THE JPMORGAN FUNDS OR THIRD PARTIES

Shares of the funds referenced above are not bank deposits and are not guaranteed by any bank, government entity, or the FDIC. Return and share price will fluctuate and redemption value may be more or less than original cost. While the money market funds seek to maintain a stable net asset value of $1.00 per share, there is no assurance that they will continue to do so. The estimated annual income and dividend yield figures for mutual funds represent the funds' most recent income dividend annualized.

Prospectuses and other fund information for JPMorgan funds may be obtained by calling your J.P. Morgan team or JPMorgan Distribution Services, Inc. at (800) 480-4111. You also may view and order materials online for JPMorgan funds at www.jpmorganfunds.com.

J.P. Morgan affiliates may receive compensation from the JPMorgan funds for providing investment advisory services to the funds. J.P. Morgan affiliates may also provide administrative, custodial, sales, distribution, shareholder or other services to the JPMorgan Funds or funds established, sponsored, advised, or managed by third parties, and J.P. Morgan affiliates may be compensated for such services as allowed by applicable law. The distributor of the JPMorgan Funds is JPMorgan Distribution Services, Inc., which is an affiliate of JPMCB.

Assets may be reflected herein even though they may be held by a third party unaffiliated with J.P. Morgan. In such cases, unless J.P. Morgan otherwise agrees, J.P. Morgan has no responsibility for the verification, valuation, safekeeping or management of those assets.

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SIMON L. BERNSTEIN

AMENDED AND RESTATED TRUST AGREEMENT

Prepared by:

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(561) 997-7008
www.tescherspallina.com

LAW OFFICES
TESCHER & SPALLINA, P.A.

SIMON L. BERNSTEIN

AMENDED AND RESTATED TRUST AGREEMENT

This Amended and Restated Trust Agreement is dated this 26 day of July, 2012, and is between SIMON L. BERNSTEIN, of Palm Beach County, Florida referred to in the first person, as settlor, and SIMON L. BERNSTEIN, of Palm Beach County, Florida and SIMON L. BERNSTEIN's successors, as trustee (referred to as the "***Trustee***," which term more particularly refers to all individuals and entities serving as trustee of a trust created hereunder during the time of such service, whether alone or as co-trustees, and whether originally serving or as a successor trustee).

WHEREAS, on May 20, 2008, I created and funded the SIMON L. BERNSTEIN TRUST AGREEMENT (the "***Trust Agreement,***" which reference includes any subsequent amendments of said trust agreement);

WHEREAS, Paragraph A. of Article I. of said Trust Agreement provides, inter alia, that during my lifetime I shall have the right at any time and from time to time by an instrument, in writing, delivered to the Trustee to amend or revoke said Trust Agreement, in whole or in part.

NOW, THEREFORE, I hereby amend and restate the Trust Agreement in its entirety and the Trustee accepts and agrees to perform its duties and obligations in accordance with the following amended provisions. Notwithstanding any deficiencies in execution or other issues in regard to whether any prior version of this Trust Agreement was a valid and binding agreement or otherwise created an effective trust, this amended and restated agreement shall constitute a valid, binding and effective trust agreement and shall amend and succeed all prior versions described above or otherwise predating this amended and restated Trust Agreement.

ARTICLE I. DURING MY LIFE AND UPON MY DEATH

A. **Rights Reserved**. I reserve the right (a) to add property to this trust during my life or on my death, by my Will or otherwise; (b) to withdraw property held hereunder; and (c) by separate written instrument delivered to the Trustee, to revoke this Agreement in whole or in part and otherwise modify or amend this Agreement.

B. **Payments During My Life**. If income producing property is held in the trust during my life, the Trustee shall pay the net income of the trust to me or as I may direct. However, during any periods while I am Disabled, the Trustee shall pay to me or on my behalf such amounts of the net income and principal of the trust as is proper for my Welfare. Any income not so paid shall be added to principal.

C. **Upon My Death**. Upon my death the Trustee shall collect and add to the trust all amounts due to the trust under any insurance policy on my life or under any death benefit plan and all property added to the trust by my Will or otherwise. After paying or providing for the payment from the augmented trust of all current charges and any amounts payable under the later paragraph captioned "Death Costs," the Trustee shall hold the trust according to the following provisions.

ARTICLE II. AFTER MY DEATH

A. **Disposition of Tangible Personal Property**. If any non-business tangible personal property other than cash (including, but not limited to, my personal effects, jewelry, collections, household furnishings, and equipment, and automobiles) is held in the trust at the time of my death, such items shall be promptly distributed by the Trustee of the trust to such person or persons, including my estate, as to the item or items or proportion specified, as I may appoint, and to the extent that any such items are not disposed of by such appointment, such items shall be disposed of by the Trustee of the trust in exactly the same manner as such items would have been disposed of under the terms and provisions of my Will (including any Codicil thereto, or what the Trustee in good faith believes to be such Will and Codicil) had such items been included in my probate estate. Any such items which are not effectively disposed of pursuant to the preceding sentence shall pass with the other trust assets.

B. **Disposition of Trust Upon My Death**. Upon my death, the remaining assets in this trust shall be divided among and held in separate Trusts for my then living grandchildren. Each of my grandchildren for whom a separate trust is held hereunder shall hereinafter be referred to as a "***beneficiary***" with the separate Trusts to be administered as provided in Subparagraph II.C.

C. **Trusts for Beneficiaries**. The Trustee shall pay to the beneficiary and the beneficiary's children, such amounts of the net income and principal of such beneficiary's trust as is proper for the Welfare of such individuals. Any income not so paid shall be added to principal each year. After a beneficiary has reached any one or more of the following birthdays, the beneficiary may withdraw the principal of his or her separate trust at any time or times, not to exceed in the aggregate 1/3 in value after the beneficiary's 25th birthday, 1/2 in value (after deducting any amount previously subject to withdrawal but not actually withdrawn) after the beneficiary's 30th birthday, and the balance after the beneficiary's 35th birthday, provided that the withdrawal powers described in this sentence shall not apply to any grandchild of mine as beneficiary of a separate trust. The value of each trust shall be its value as of the first exercise of each withdrawal right, plus the value of any subsequent addition as of the date of addition. The right of withdrawal shall be a privilege which may be exercised only voluntarily and shall not include an involuntary exercise. If a beneficiary dies with assets remaining in his or her separate trust, upon the beneficiary's death the beneficiary may appoint his or her trust to or for the benefit of one or more of any of my lineal descendants (excluding from said class, however, such beneficiary and such beneficiary's creditors, estate, and creditors of such beneficiary's estate). Any part of his or her trust such beneficiary does not effectively appoint shall upon his or her death be divided among and held in separate Trusts for the following persons:

1. for his or her lineal descendants then living, *per stirpes*; or

2. if he or she leaves no lineal descendant then living, *per stirpes* for the lineal descendants then living of his or her nearest ancestor (among me and my lineal descendants) with a lineal descendant then living.

A trust for a lineal descendant of mine shall be held under this paragraph, or if a trust is then so held, shall be added to such trust.

D. **Termination of Small Trust**. If at any time after my death in the opinion of the Trustee a separate trust holds assets of a value of less than $50,000.00 and is too small to justify the expense of its retention, and termination of such trust is in the best interests of its current income beneficiary, the Trustee in its discretion may terminate such trust and pay it to said beneficiary.

E. **Contingent Gift**. If at any time property of these Trusts is not disposed of under the other provisions of this Agreement, it shall be paid, as a gift made hereunder, to such persons and in such shares as such property would be distributed if I had then owned such property and had then died solvent, unmarried and intestate domiciled in the State of Florida, according to the laws of inheritance of the State of Florida then in effect.

F. **Protective Provision**. No beneficiary of any trust herein created shall have any right or power to anticipate, transfer, pledge, sell, alienate, assign or encumber in any way his or her interest in the income or principal of such trust. Furthermore, no creditor shall have the right to attach, lien, seize or levy upon the interest of a beneficiary in this trust (other than myself) and such interest shall not be liable for or subject to the debts, liabilities or obligations of any such beneficiary or any claims against such beneficiary (whether voluntarily or involuntarily created), and the Trustee shall pay directly to or for the use or benefit of such beneficiary all income and principal to which such beneficiary is entitled, notwithstanding that such beneficiary has executed a pledge, assignment, encumbrance or in any other manner alienated or transferred his or her beneficial interest in the trust to another. This paragraph shall not preclude the effective exercise of any power of appointment granted herein or the exercise of any disclaimer.

G. **Maximum Duration**. Regardless of anything in this Agreement to the contrary, no trust interest herein created shall continue beyond three hundred sixty (360) years after the date of creation of this Agreement, nor shall any power of appointment be exercised in such manner so as to delay vesting of any trust beyond such period. Immediately prior to the expiration of such period, all such trusts then in existence shall terminate, and the assets thereof shall be distributed outright and in fee to then beneficiaries of the current income and in the proportions in which such persons are the beneficiaries, and if such proportions cannot be ascertained, then equally among such beneficiaries.

ARTICLE III. GENERAL

A. **Disability**. Subject to the following Subparagraph captioned "Subchapter S Stock," while any beneficiary is Disabled, the Trustee shall pay to him or her only such portion of the income to which he or she is otherwise entitled as is proper for his or her Welfare, and any income not so paid shall be added to the principal from which derived. While any beneficiary is Disabled, income or principal payable to him or her may, in the discretion of the Trustee, be paid directly to him or her, without the intervention of a guardian, directly to his or her creditors or others for his or her sole benefit or to an adult person or an eligible institution (including the Trustee) selected by the Trustee as custodian for a minor beneficiary under the Uniform Transfers to Minors Act or similar law. The receipt of such payee is a complete release to the Trustee.

B. **Timing of Income Distributions**. The Trustee shall make required payments of income at least quarterly.

C. **Substance Abuse**.

1. In General. If the Trustee reasonably believes that a beneficiary (other than myself)of any trust:

a. routinely or frequently uses or consumes any illegal substance so as to be physically or psychologically dependent upon that substance, or

b. is clinically dependent upon the use or consumption of alcohol or any other legal drug or chemical substance that is not prescribed by a board certified medical doctor or psychiatrist in a current program of treatment supervised by such doctor or psychiatrist,

and if the Trustee reasonably believes that as a result the beneficiary is unable to care for himself or herself, or is unable to manage his or her financial affairs, all mandatory distributions (including distributions upon termination of the trust) to the beneficiary, all of the beneficiary's withdrawal rights, and all of the beneficiary's rights to participate in decisions concerning the removal and appointment of Trustees will be suspended. In that event, the following provisions of this Subparagraph III.C will apply.

2. Testing. The Trustee may request the beneficiary to submit to one or more examinations (including laboratory tests of bodily fluids) determined to be appropriate by a board certified medical doctor and to consent to full disclosure to the Trustee of the results of all such examinations. The Trustee shall maintain strict confidentiality of those results and shall not disclose those results to any person other than the beneficiary without the prior written permission of the beneficiary. The Trustee may totally or partially suspend all distributions otherwise required or permitted to be made to that beneficiary until the beneficiary consents to the examination and disclosure to the Trustee.

3. Treatment. If, in the opinion of the examining doctor, the examination indicates current or recent use of a drug or substance as described above, the examining doctor will determine an appropriate method of treatment for the beneficiary (for example, counseling or treatment on an

in-patient basis in a rehabilitation facility) that is acceptable to the Trustee. If the beneficiary consents to the treatment, the Trustee shall pay the costs of treatment directly to the provider of those services from the distributions suspended under this Subparagraph III.C.

4. Resumption of Distributions. The Trustee may resume other distributions to the beneficiary (and the beneficiary's other suspended rights will be restored) when, in the case of use or consumption of an illegal substance, examinations indicate no such use for 12 months and, in all cases, when the Trustee in its discretion determines that the beneficiary is able to care for himself or herself and is able to manage his or her financial affairs.

5. Disposition of Suspended Amounts. When other distributions to the beneficiary are resumed, the remaining balance, if any, of distributions that were suspended may be distributed to the beneficiary at that time. If the beneficiary dies before distribution of those suspended amounts, the Trustee shall distribute the balance of the suspended amounts to the persons who would be the alternate takers of that beneficiary's share (or takers through the exercise of a power of appointment) as otherwise provided in this Trust Agreement.

6. Exoneration. No Trustee (or any doctor retained by the Trustee) will be responsible or liable to anyone for a beneficiary's actions or welfare. The Trustee has no duty to inquire whether a beneficiary uses drugs or other substances as described in this Subparagraph III.C. The Trustee (and any doctor retained by the Trustee) is to be indemnified from the trust estate and held harmless from any liability of any nature in exercising its judgment and authority under this Subparagraph III.C, including any failure to request a beneficiary to submit to medical examination, and including a decision to distribute suspended amounts to a beneficiary.

7. Tax Savings Provision. Despite the provisions of this Subparagraph III.C, the Trustee cannot suspend any mandatory distributions or withdrawal rights that are required for that trust to become or remain a Qualified Subchapter S Trust (unless the Trustee elects for the trust to be an Electing Small Business Trust), or to qualify for any federal transfer tax exemption, deduction, or exclusion allowable with respect to that trust.

D. Income on Death of Beneficiary. Subject to the later paragraph captioned "Subchapter S Stock," and except as otherwise explicitly provided herein, upon the death of any beneficiary, all accrued or undistributed income of such deceased beneficiary's trust shall pass with the principal of his or her trust but shall remain income for trust accounting purposes.

E. Definitions. In this Agreement,

1. Children, Lineal Descendants. The terms "***child,***" "***children,***" "***grandchild,***" "***grandchildren***" and "***lineal descendant***" mean only persons whose relationship to the ancestor designated is created entirely by or through (a) legitimate births occurring during the marriage of the joint biological parents to each other, (b) children born of female lineal descendants, and (c) children and their lineal descendants arising from surrogate births and/or third party donors when (i) the child is

raised from or near the time of birth by a married couple (other than a same sex married couple) through the pendency of such marriage, (ii) one of such couple is the designated ancestor, and (iii) to the best knowledge of the Trustee both members of such couple participated in the decision to have such child. No such child or lineal descendant loses his or her status as such through adoption by another person. Notwithstanding the foregoing, for all purposes of this Trust and the dispositions made hereunder, my children, TED S. BERNSTEIN, PAMELA B. SIMON, ELIOT BERNSTEIN, JILL IANTONI and LISA S. FRIEDSTEIN, shall be deemed to have predeceased me as I have adequately provided for them during my lifetime.

2. Code. "***Code***" means the Internal Revenue Code of 1986, as amended, and in referring to any particular provision of the Code, includes a reference to any equivalent or successor provision of a successor federal tax law.

3. Disabled. "***Disabled***" or being under "***Disability***" means, as to any applicable individual: (1) being under the age of 21 years, (2) having been adjudicated by a court of competent jurisdiction as mentally or physically incompetent or unable to manage his or her own property or personal affairs (or a substantially similar finding under applicable state or national law), or (3) being unable to properly manage his or her personal or financial affairs, or a trust estate hereunder as to a Trustee hereunder, because of a mental or physical impairment (whether temporary or permanent in nature). A written certificate executed by an individual's attending physician or attending psychiatrist confirming that person's impairment will be sufficient evidence of Disability under item (3) above, and all persons may rely conclusively on such a certificate.

4. Education. The term "***education***" herein means vocational, primary, secondary, preparatory, theological, college and professional education, including post-graduate courses of study, at educational institutions or elsewhere, and expenses relating directly thereto, including tuition, books and supplies, room and board, and travel from and to home during school vacations. It is intended that the Trustee liberally construe and interpret references to "education," so that the beneficiaries entitled to distributions hereunder for education obtain the best possible education commensurate with their abilities and desires.

5. Needs and Welfare Distributions. Payments to be made for a person's ***"Needs"*** means payments necessary for such person's health (including lifetime residential or nursing home care), education, maintenance and support. Payments to be made for a person's ***"Welfare"*** means discretionary payments by the Trustee, from time to time, for such person's Needs and also for such person's advancement in life (including assistance in the purchase of a home or establishment or development of any business or professional enterprise which the Trustee believes to be reasonably sound), happiness and general well-being. However, the Trustee, based upon information reasonably available to it, shall make such payments for a person's Needs or Welfare only to the extent such person's income, and funds available from others obligated to supply funds for such purposes (including, without limitation, pursuant to child support orders and agreements), are insufficient in its opinion for such purposes, and shall take into account such person's accustomed manner of living, age, health, marital status and any other factor it considers important. Income or principal to be paid for a person's Needs or Welfare may be paid to

such individual or applied by the Trustee directly for the benefit of such person. The Trustee may make a distribution or application authorized for a person's Needs or Welfare even if such distribution or application substantially depletes or exhausts such person's trust, without any duty upon the Trustee to retain it for future use or for other persons who might otherwise benefit from such trust.

6. Per Stirpes. In a division "***per stirpes***" each generation shall be represented and counted whether or not it has a living member.

7. Related or Subordinate Party. A "***Related or Subordinate Party***" to a trust describes a beneficiary of the subject trust or a related or subordinate party to a beneficiary of the trust as the terms "related or subordinate party" are defined under Code Section 672(c).

8. Spouse. A person's "***spouse***" includes only a spouse then married to and living as husband and wife with him or her, or a spouse who was married to and living as husband and wife with him or her at his or her death. The following rules apply to each person who is a beneficiary or a permissible appointee under this Trust Agreement and who is married to a descendant of mine. Such a person will cease to be a beneficiary and will be excluded from the class of permissible appointees upon:

a. the legal termination of the marriage to my descendant (whether before or after my death), or

b. the death of my descendant if a dissolution of marriage proceeding was pending when he or she died.

The trust will be administered as if that person had died upon the happening of the terminating event described above.

9. Gender, Number. Where appropriate, words of any gender include all genders and the singular and plural are interchangeable.

F. Powers of Appointment. Property subject to a power of appointment shall be paid to, or retained by the Trustee or paid to any trustee under any will or trust agreement for the benefit of, such one or more permissible appointees, in such amounts and proportions, granting such interests, powers and powers of appointment, and upon such conditions including spendthrift provisions as the holder of such power (i) in the case of a power exercisable upon the death of such holder, appoints in his or her will or in a trust agreement revocable by him or her until his or her death, or (ii) in the case of a power exercisable during the life of such holder, appoints in a written instrument signed by such holder, two witnesses and a notary public, but in either case only if such will, trust agreement, or instrument specifically refers to such power.

G. Limitations on Powers of Trustee. Regardless of anything herein to the contrary, no Trustee shall make or participate in making any distribution of income or principal of a trust to or for the benefit of a beneficiary which would directly or indirectly discharge any legal obligation of such

Trustee or a donor of such trust (as an individual, and other than myself as donor) to support such beneficiary; and no Trustee (other than myself) shall make or participate in making any discretionary distribution of income or principal to or for the benefit of himself or herself other than for his or her Needs, including by reason of a determination to terminate a trust described herein. For example, if a Trustee (other than myself) has the power to distribute income or principal to himself or herself for his or her own Welfare, such Trustee (the "restricted Trustee") shall only have the power to make or participate in making a distribution of income or principal to the restricted Trustee for the restricted Trustee's Needs, although any co-Trustee who is not also a restricted Trustee may make or participate in making a distribution of income or principal to the restricted Trustee for such restricted Trustee's Welfare without the participation or consent of said restricted Trustee.

H. **Presumption of Survivorship**. If any person shall be required to survive another person in order to take any interest under this Agreement, the former person shall be deemed to have predeceased the latter person, if such persons die under circumstances which make it difficult or impracticable to determine which one died first.

I. **Governing Law**. This Agreement is governed by the law of the State of Florida.

J. **Other Beneficiary Designations**. Except as otherwise explicitly and with particularity provided herein, (a) no provision of this trust shall revoke or modify any beneficiary designation of mine made by me and not revoked by me prior to my death under any individual retirement account, other retirement plan or account, or annuity or insurance contract, (b) I hereby reaffirm any such beneficiary designation such that any assets held in such account, plan, or contract shall pass in accordance with such designation, and (c) regardless of anything herein to the contrary, any of such assets which would otherwise pass pursuant to this trust due to the beneficiary designation not having met the requirements for a valid testamentary disposition under applicable law or otherwise shall be paid as a gift made hereunder to the persons and in the manner provided in such designation which is incorporated herein by this reference.

K. **Release of Medical Information**.

1. Disability of Beneficiary. Upon the written request of a Trustee (with or without the concurrence of co-Trustees) issued to any current income or principal beneficiary (including discretionary beneficiaries and myself if a beneficiary) for whom a determination of Disability is relevant to the administration of a trust hereunder and for whom a Trustee (with or without the concurrence of co-Trustees) desires to make such a determination, such beneficiary shall issue to all Trustees (who shall be identified thereon both by name to the extent known and by class description) a valid authorization under the Health Insurance Portability and Accountability Act of 1996 and any other applicable or successor law authorizing all health care providers and all medical sources of such requested beneficiary to release protected health information of the requested beneficiary to all Trustees that is relevant to the determination of the Disability of the requested beneficiary as Disability is defined hereunder. The period of each such valid authorization shall be for six months (or the earlier death of the requested

beneficiary). If such beneficiary (or his or her legal representative if such beneficiary is a minor or legally disabled) refuses within thirty days of receipt of the request to provide a valid authorization, or at any time revokes an authorization within its term, the Trustee shall treat such beneficiary as Disabled hereunder until such valid authorization is delivered.

2. Disability of Trustee. Upon the request to a Trustee that is an individual by (a) a co-Trustee, or if none, (b) the person or entity next designated to serve as a successor Trustee not under legal incapacity, or if none, (c) any adult current income or principal beneficiary not under legal incapacity, or in any event and at any time (d) a court of competent jurisdiction, such Trustee shall issue to such person and all persons, courts of competent jurisdiction, and entities (who shall be identified thereon both by name to the extent known and by class description), with authority hereunder to determine such requested Trustee's Disability, a valid authorization under the Health Insurance Portability and Accountability Act of 1996 and any other applicable or successor law authorizing all health care providers and all medical sources of such requested Trustee to release protected health information of the requested Trustee to such persons, courts and entities, that is relevant to the determination of the Disability of the requested Trustee as Disability is defined hereunder. The period of each such valid authorization shall be for six months (or the earlier death or resignation of the requested Trustee). If such requested Trustee refuses within thirty days of receipt of the request to deliver a valid authorization, or at any time revokes an authorization within its term, such requested Trustee shall thereupon be treated as having resigned as Trustee hereunder.

3. Ability to Amend or Revoke. The foregoing provisions of this paragraph shall not constitute a restriction on myself to amend or revoke the terms of this trust instrument under paragraph I.A hereof, provided I otherwise have legal capacity to do so.

4. Authorization to Issue Certificate. All required authorizations under this paragraph shall include the power of a physician or psychiatrist to issue a written certificate to the appropriate persons or entities as provided in Subparagraph III.E.3 hereof.

ARTICLE IV. FIDUCIARIES

A. **Powers of the Trustee**. During my life except while I am Disabled, the Trustee shall exercise all powers provided by law and the following powers, other than the power to retain assets, only with my written approval. While I am Disabled and after my death, the Trustee shall exercise said powers without approval, provided that the Trustee shall exercise all powers in a fiduciary capacity.

1. Investments. To sell or exchange at public or private sale and on credit or otherwise, with or without security, and to lease for any term or perpetually, any property, real and personal, at any time forming a part of the trust estate (the "***estate***"); to grant and exercise options to buy or sell; to invest or reinvest in real or personal property of every kind, description and location; and to receive and retain any such property whether originally a part of any trust herein created or subsequently acquired, even if the Trustee is personally interested in such property, and without liability for any

decline in the value thereof; all without limitation by any statutes or judicial decisions whenever enacted or announced, regulating investments or requiring diversification of investments, it being my intention to give the broadest investment powers and discretion to the Trustee. Any bank, trust company, or other corporate trustee serving hereunder as Trustee is authorized to invest in its own common trust funds.

2. Special Investments. The Trustee is expressly authorized (but not directed) to retain, make, hold, and dispose of investments not regarded as traditional for trusts, including interests or investments in privately held business and investment entities and enterprises, including without limitation stock in closely held corporations, limited partnership interests, joint venture interests, mutual funds, business trust interests, and limited liability company membership interests, notwithstanding (a) any applicable prudent investor rule or variation thereof, (b) common law or statutory diversification requirements (it being my intent that no such duty to diversify shall exist) (c) a lack of current cash flow therefrom, (d) the presence of any risk or speculative elements as compared to other available investments (it being my intent that the Trustee have sole and absolute discretion in determining what constitutes acceptable risk and what constitutes proper investment strategy), (e) lack of a reasonable rate of return, (f) risks to the preservation of principal, (g) violation of a Trustee's duty of impartiality as to different beneficiaries (it being my intent that no such duty exists for this purpose), and (h) similar limitations on investment under this Agreement or under law pertaining to investments that may or should be made by a Trustee (including without limitation the provisions of Fla.Stats. §518.11 and successor provisions thereto that would characterize such investmentsas forbidden, imprudent, improper or unlawful). The Trustee shall not be responsible to any trust created hereunder or the beneficiaries thereof for any loss resulting from any such authorized investment, including without limitation loss engendered by the higher risk element of that particular entity, investment, or enterprise, the failure to invest in more conservative investments, the failure to diversify trust assets, the prudent investor rule or variant thereof. Notwithstanding any provisions for distributions to beneficiaries hereunder, if the Trustee determines that the future potential investment return from any illiquid or closely held investment asset warrants the retention of that investment asset or that sufficient value could not be obtained from the sale or other disposition of an illiquid or closely held investment asset, the Trustee is authorized to retain that asset and if necessary reduce the distributions to beneficiaries due to lack of sufficient liquid or marketable assets. However, the preceding provisions of this Subparagraph shall not be exercised in a manner as to jeopardize the availability of the estate tax marital deduction for assets passing to or held in the a trust for my surviving spouse or that would otherwise qualify for the estate tax marital deduction but for such provisions, shall not override any express powers hereunder of my surviving spouse to demand conversion of unproductive property to productive property, or reduce any income distributions otherwise required hereunder for a trust held for the benefit of my surviving spouse or a "qualified subchapter S trust" as that term is defined in Code Section 1361(d)(3).

3. Distributions. To make any division or distribution pro rata or non-pro rata, in cash or in kind, and to allocate undivided interests in property and dissimilar property (without regard to its tax basis) to different shares.

4. Management. To manage, develop, improve, partition or change the character of an asset or interest in property at any time; and to make ordinary and extraordinary repairs, replacements, alterations and improvements, structural or otherwise.

5. Borrowing. To borrow money from anyone on commercially reasonable terms, including entities owned in whole or in part by the trust, a Trustee, beneficiaries and other persons who may have a direct or indirect interest in a Trust; and to mortgage, margin, encumber and pledge real and personal property of a trust as security for the payment thereof, without incurring any personal liability thereon and to do so for a term within or extending beyond the terms of the trust and to renew, modify or extend existing borrowing on similar or different terms and with the same or different security without incurring any personal liability; and such borrowing from a Trustee may be with or without interest, and may be secured with a lien on trust assets.

6. Lending. To extend, modify or waive the terms of any obligation, bond or mortgage at any time forming a part of a trust and to foreclose any such mortgage; accept a conveyance of encumbered property, and take title to the property securing it by deed in lieu of foreclosure or otherwise and to satisfy or not satisfy the indebtedness securing said property; to protect or redeem any such property from forfeiture for nonpayment of taxes or other lien; generally, to exercise as to such bond, obligation or mortgage all powers that an absolute owner might exercise; and to loan funds to beneficiaries at commercially reasonable rates, terms and conditions.

7. Abandonment of Property. To abandon any property or asset when it is valueless or so encumbered or in such condition that it is of no benefit to a trust. To abstain from the payment of taxes, liens, rents, assessments, or repairs on such property and/or permit such property to be lost by tax sale, foreclosure or other proceeding or by conveyance for nominal or no consideration to anyone including a charity or by escheat to a state; all without personal liability incurred therefor.

8. Real Property Matters. To subdivide, develop or partition real estate; to purchase or sell real property and to enter into contracts to do the same; to dedicate the same to public use; to make or obtain the location of any plats; to adjust boundaries; to adjust differences in valuations on exchange or partition by giving or receiving consideration; and, to grant easements with or without consideration as the fiduciaries may determine; and to demolish any building, structures, walls and improvements, or to erect new buildings, structures, walls and improvements and to insure against fire and other risks; and to protect and conserve, or to lease, or to encumber, or otherwise to manage and dispose of real property to the extent such power is not otherwise granted herein or otherwise restricted herein.

9. Claims. To enforce, compromise, adjust, arbitrate, release or otherwise settle or pay any claims or demands by or against a trust.

10. Business Entities. To deal with any business entity or enterprise even if a Trustee is or may be a fiduciary of or own interests in said business entity or enterprise, whether operated in the form of a corporation, partnership, business trust, limited liability company, joint venture, sole

proprietorship, or other form (all of which business entities and enterprises are referred to herein as "***Business Entities***"). I vest the Trustee with the following powers and authority in regard to Business Entities:

a. To retain and continue to operate a Business Entity for such period as the Trustee deems advisable;

b. To control, direct and manage the Business Entities. In this connection, the Trustee, in its sole discretion, shall determine the manner and extent of its active participation in the operation and may delegate all or any part of its power to supervise and operate to such person or persons as the Trustee may select, including any associate, partner, officer or employee of the Business Entity;

c. To hire and discharge officers and employees, fix their compensation and define their duties; and similarly to employ, compensate and discharge agents, attorneys, consultants, accountants, and such other representatives as the Trustee may deem appropriate; including the right to employ any beneficiary or fiduciary in any of the foregoing capacities;

d. To invest funds in the Business Entities, to pledge other assets of a trust as security for loans made to the Business Entities, and to lend funds from a trust to the Business Entities;

e. To organize one or more Business Entities under the laws of this or any other state or country and to transfer thereto all or any part of the Business Entities or other property of a trust, and to receive in exchange such stocks, bonds, partnership and member interests, and such other securities or interests as the Trustee may deem advisable;

f. To treat Business Entities as separate from a trust. In a Trustee's accounting to any beneficiary, the Trustee shall only be required to report the earnings and condition of the Business Entities in accordance with standard business accounting practice;

g. To retain in Business Entities such net earnings for working capital and other purposes of the Business Entities as the Trustee may deem advisable in conformity with sound business practice;

h. To sell or liquidate all or any part of the Business Entities at such time and price and upon such terms and conditions (including credit) as the Trustee may determine. My Trustee is specifically authorised and empowered to make such sale to any person, including any partner, officer, or employee of the Business Entities, a fiduciary, or to any beneficiary; and

i. To guaranty the obligations of the Business Entities, or pledge assets of a trust to secure such a guaranty.

11. Principal and Income. To allocate items of income or expense between income and principal as permitted or provided by the laws of the State of Florida but without limiting the availability of the estate tax marital deduction, provided, unless otherwise provided in this instrument, the Trustee shall establish out of income and credit to principal reasonable reserves for depreciation, obsolescence and depletion, determined to be equitable and fair in accordance with some recognized reasonable and preferably uncomplicated trust accounting principle and; provided, further that the Trustee shall not be required to provide a rate of return on unproductive property unless otherwise provided in this instrument.

12. Life Insurance. With respect to any life insurance policies constituting an asset of a trust, to pay premiums; to apply dividends in reduction of such premiums; to borrow against the cash values thereof; to convert such policies into other forms of insurance, including paid-up insurance; to exercise any settlement options provided in any such policies; to receive the proceeds of any policy upon its maturity and to administer such proceeds as a part of the principal of the Trust; and in general, to exercise all other options, benefits, rights and privileges under such policies.

13. Continuing Power. To continue to have or exercise, after the termination of a trust, in whole or in part, and until final distribution thereof, all title, power, discretions, rights and duties conferred or imposed upon the Trustee by law or by this Agreement or during the existence of the trust.

14. Exoneration. To provide for the exoneration of the Trustee from any personal liability on account of any arrangement or contract entered into in a fiduciary capacity.

15. Agreements. To comply with, amend, modify or rescind any agreement made during my lifetime, including those regarding the disposition, management or continuation of any closely held unincorporated business, corporation, partnership or joint venture, and including the power to complete contracts to purchase and sell real estate.

16. Voting. To vote and give proxies, with power of substitution to vote, stocks, bonds and other securities, or not to vote a security.

17. Combination of Shares. To hold the several shares of a trust or several Trusts as a common fund, dividing the income proportionately among them, to assign undivided interests to the several shares or Trusts, and to make joint investments of the funds belonging to them. For such purposes and insofar as may be practicable, the Trustee, to the extent that division of the trust estate is directed hereby, may administer the trust estate physically undivided until actual division thereof becomes necessary to make distributions. The Trustee may hold, manage, invest and account for whole or fractional trust shares as a single estate, making the division thereof by appropriate entries in the books of account only, and may allocate to each whole or fractional trust share its proportionate part of all receipts and expenses; provided, however, this carrying of several Trusts as a single estate shall not defer the vesting in possession of any whole or fractional share of a trust for the beneficiaries thereof at the times specified herein.

18. Reimbursement. To reimburse itself from a trust for reasonable expenses incurred in the administration thereof.

19. Reliance Upon Communication. To rely, in acting under a trust, upon any letter, notice, certificate, report, statement, document or other paper, or upon any telephone, telegraph, cable, wireless or radio message, if believed by the Trustee to be genuine, and to be signed, sealed, acknowledged, presented, sent, delivered or given by or on behalf of the proper person, firm or corporation, without incurring liability for any action or inaction based thereon.

20. Assumptions. To assume, in the absence of written notice to the contrary from the person or persons concerned, that a fact or an event, by reason of which an interest or estate under a trust shall commence or terminate, does not exist or has not occurred, without incurring liability for any action or inaction based upon such assumption.

21. Service as Custodian. To serve as successor custodian for any beneficiary of any gifts that I may have made under any Transfer to Minors Act, if at the time of my death no custodian is named in the instrument creating the gift.

22. Removal of Assets. The Trustee may remove from the domiciliary state during the entire duration of a trust or for such lesser period as it may deem advisable, any cash, securities or other property at any time in its hands whether principal or not, and to take and keep the same outside the domiciliary state and at such place or places within or outside the borders of the United States as it may determine, without in any event being chargeable for any loss or depreciation to the trust which may result therefrom.

23. Change of Situs. The situs and/or applicable law of any trust created hereunder may be transferred to such other place as the Trustee may deem to be for the best interests of the trust estate. In so doing, the Trustee may resign and appoint a successor Trustee, but may remove such successor Trustee so appointed and appoint others. Each successor Trustee may delegate any and all fiduciary powers, discretionary and ministerial, to the appointing Trustee as its agent.

24. Fiduciary Outside Domiciliary State. In the event the Trustee shall not be able and willing to act as Trustee with respect to any property located outside the domiciliary state, the Trustee, without order of court, may appoint another individual or corporation (including any employee or agent of any appointing Trustee) to act as Trustee with respect to such property. Such appointed Trustee shall have all of the powers and discretions with respect to such property as are herein given to the appointing Trustee with respect to the remaining trust assets. The appointing Trustee may remove such appointed Trustee and appoint another upon ten (10) days notice in writing. All income from such property, and if such property is sold, exchanged or otherwise disposed of, the proceeds thereof, shall be remitted to the appointing Trustee, to be held and administered by it as Trustee hereunder. Such appointed Trustee may employ the appointing Trustee as agent in the administration of such property. No surety shall be required on the bond of the Trustee or agent acting under the provisions of this

paragraph. No periodic court accounting shall be required of such appointed Trustee, it being my intention to excuse any statutory accounting which may ordinarily be required.

25. Additions. To receive and accept additions to the Trusts in cash or in kind from donors, executors, administrators, Trustee or attorneys in fact, including additions of my property by the Trustee or others as my attorneys in fact.

26. Title and Possession. To have title to and possession of all real or personal property held in the Trusts, and to register or hold title to such property in its own name or in the name of its nominee, without disclosing its fiduciary capacity, or in bearer form.

27. Dealing with Estates. To use principal of the Trusts to make loans to my estate, with or without interest, and to make purchases from my estate.

28. Agents. To employ persons, including attorneys, auditors, investment advisers, and agents, even if they are the Trustee or associated with the Trustee, to advise or assist the Trustee in the performance of its administrative duties and to pay compensation and costs incurred in connection with such employment from the assets of the Trust; to act without independent investigation upon their recommendations; and, instead of acting personally, to employ one or more agents to perform any act of administration, whether or not discretionary.

29. Tax Elections. To file tax returns, and to exercise all tax-related elections and options at its discretion, without compensating adjustments or reimbursements between any of the Trusts or any of the trust accounts or any beneficiaries.

B. **Resignation**. A Trustee may resign with or without cause, by giving no less than 30 days advance written notice, specifying the effective date of such resignation, to its successor Trustee and to the persons required and in the manner provided under Fla.Stats. §§736.0705(1)(a) and 736.0109. As to any required recipient, deficiencies in fulfilling the foregoing resignation requirements may be waived in a writing signed by such recipient. Upon the resignation of a Trustee, such Trustee shall be entitled to reimbursement from the trust for all reasonable expenses incurred in the settlement of accounts and in the transfer of assets to his or her successor.

C. **Appointment of Successor Trustee**.

1. Appointment. Upon a Trustee's resignation, or if a Trustee becomes Disabled or for any reason ceases to serve as Trustee, I may appoint any person or persons as successor Trustee, and in default of such appointment by me, ROBERT L. SPALLINA and DONALD R. TESCHER shall serve together as successor co-Trustees, or either of them alone as Trustee if either of them is unable to serve. Notwithstanding the foregoing, if a named Trustee is not a U.S. citizen or resident at the time of commencement of his term as Trustee, such Trustee should give due consideration to declining to serve to avoid potential adverse U.S. income tax consequences by reason of the characterization of a trust

hereunder as a foreign trust under the Code, but shall not be construed to have any duty to so decline if such Trustee desires to serve.

2. Specific Trusts. Notwithstanding the preceding provisions of this Subparagraph IV.C, subsequent to my death I specifically appoint the following person or persons as Trustee of the following Trusts under the following described circumstances provided that the foregoing appointments shall apply when and to the extent that no effective appointment is made below:

a. Trustee of Separate Trusts for My Grandchildren. Each grandchild of mine shall serve as co-Trustee with the immediate parent of such grandchild which parent is also a child of mine as to all separate trusts under which such grandchild is the sole current mandatory or discretionary income beneficiary upon attaining the age of twenty-five (25) years, and shall serve as sole Trustee of such trusts upon attaining the age of thirty-five (35) years. While serving alone as Trustee, a grandchild of mine may designate a co-Trustee that is not a Related or Subordinate Party to serve with such grandchild and such grandchild may remove and/or replace such co-Trustee with another that is not a Related or Subordinate Party from time to time.

b. Trustee of Separate Trusts for My Lineal Descendants Other Than My Grandchildren. In regard to a separate trust held for a lineal descendant of mine other than a grandchild of mine which lineal descendant is the sole current mandatory or discretionary income beneficiary, each such lineal descendant shall serve as co-Trustee, or sole Trustee if the preceding described Trustees cease or are unable to serve or to continue to serve, of his or her separate trust upon attaining age twenty-five (25) years. While serving alone as Trustee, a lineal descendant of mine other than a grandchild of mine may designate a co-Trustee to serve with such lineal descendant and such lineal descendant may remove and/or replace such co-Trustee with another from time to time.

3. Successor Trustees Not Provided For. Whenever a successor Trustee or co-Trustee is required and no successor or other functioning mechanism for succession is provided for under the terms of this Trust Agreement , the last serving Trustee or the last person or entity designated to serve as Trustee of the applicable trust may appoint his or her successor, and if none is so appointed, the following persons shall appoint a successor Trustee (who may be one of the persons making the appointment):

a. The remaining Trustees, if any; otherwise,

b. A majority of the permissible current mandatory or discretionary income beneficiaries, including the natural or legal guardians of any beneficiaries who are Disabled.

A successor Trustee appointed under this subparagraph shall not be a Related or Subordinate Party of the trust. The appointment will be by a written document executed by such person in the presence of two witnesses and acknowledged before a notary public delivered to the appointed Trustee and to me if I am living and not Disabled or in a valid last Will. Notwithstanding the foregoing, a designation under this Subparagraph of a successor trustee to a corporate or entity trustee shall be limited to a corporate or

entity trustee authorized to serve as such under Florida law with assets under trust management of no less than one billion dollars.

4. Power to Remove Trustee. Subsequent to my death, the age 35 or older permissible current mandatory or discretionary income beneficiaries from time to time of any trust established hereunder shall have the power to unanimously remove a Trustee of such trust at any time with or without cause, other than a named Trustee or successor Trustee designated hereunder, or a Trustee appointed by me during my lifetime or under my Will or otherwise at the time of my death, with the successor Trustee to be determined in accordance with the foregoing provisions.

D. Method of Appointment of Trustee. Any such appointment of a successor Trustee by a person shall be made in a written instrument executed by such person in the presence of two witnesses and acknowledged before a notary public which is delivered to such appointed Trustee during the lifetime of the person making such appointment, or any such appointment of a successor Trustee by a person may be made under the last Will of such person.

E. Limitations on Removal and Replacement Power. Any power to remove and/or replace a trustee hereunder that is granted to an individual (including such power when reserved to me) is personal to that individual and may not be exercised by a guardian, power of attorney holder, or other legal representative or agent.

F. Successor Fiduciaries. No Trustee is responsible for, nor has any duty to inquire into, the administration, acts or omissions of any executor, administrator, Personal Representative, or trustee or attorney-in-fact adding property to these Trusts, or of any predecessor Trustee. Each successor Trustee has all the powers, privileges, immunities, rights and title (without the execution of any instrument of transfer or any other act by any retiring Trustee) and all the duties of all predecessors.

G. Liability and Indemnification of Trustee.

1. Liability in General. No individual Trustee (that is, a Trustee that is not a corporation or other entity) shall be liable for any of his or her actions or failures to act as Trustee, even if the individual Trustee is found by a court to have been negligent or in breach of fiduciary duty, except for liability caused by his or her actions or failures to act done in bad faith or with reckless indifference to the purposes of the trust or the interests of the beneficiaries. Each Trustee that is a corporation or other entity will be liable for its actions or failures to act that are negligent or that breach its fiduciary duty, without contribution by any individual Trustee.

2. Indemnification of Trustee. Except in regard to liabilities imposed on a Trustee under Subparagraph IV.G.1, each Trustee shall be held harmless and indemnified from the assets of the trust for any liability, damages, attorney's fees, expenses, and costs incurred as a result of its service as Trustee. A Trustee who ceases to serve for any reason will be entitled to receive reasonable security from the assets of the trust to protect it from liability, and may enforce these provisions for indemnification against the current Trustee or against any assets held in the trust, or if the former Trustee is an individual

and not a corporation or other entity, against any beneficiary to the extent of distributions received by that beneficiary. This indemnification right extends to the estate, personal representatives, legal successors and assigns of a Trustee.

3. Indemnification of Trustee - Additional Provisions. I recognize that if a beneficiary accuses a Trustee of wrongdoing or breach of fiduciary duty, the Trustee may have a conflict of interest that ordinarily would prevent it from paying legal fees and costs from the trust estate to defend itself. I do not want to put a financial burden on any individual named to serve as a Trustee. Just as important, I do not want an individual who has been selected to serve as a Trustee to be reluctant to accept the position, or while serving to be intimidated in the performance of the Trustee's duties because of the threats of lawsuits that might force the Trustee to pay fees and costs from the Trustee's personal resources. For this reason, I deliberately and intentionally waive any such conflict of interest with respect to any individual serving as Trustee so that he or she can hire counsel to defend himself or herself against allegations of wrongdoing or if sued for any reason (whether by a beneficiary or by someone else) and pay all fees and costs for his or her defense from the trust estate until the dispute is resolved. I understand and agree that a court may award, disallow or allocate fees and costs in whole or in part after the dispute is resolved, as provided by law. The Trustee will account for all such fees and costs paid by it as provided by law. This provision shall not apply to any Trustee that is a corporation or other entity.

H. Compensation, Bond. Each Trustee is entitled to be paid reasonable compensation for services rendered in the administration of the trust. Reasonable compensation for a non-individual Trustee will be its published fee schedule in effect when its services are rendered unless otherwise agreed in writing, and except as follows. Any fees paid to a non-individual Trustee for making principal distributions, for termination of the trust, and upon termination of its services must be based solely on the value of its services rendered, not on the value of the trust principal. During my lifetime the Trustee's fees are to be charged wholly against income (to the extent sufficient), unless directed otherwise by me in writing. Each Trustee shall serve without bond.

I. Maintenance of Records. The Trustee shall maintain accurate accounts and records. It shall render annual statements of the receipts and disbursements of income and principal of a trust upon the written request of any adult vested beneficiary of such trust or the guardian of the person of any vested beneficiary and the approval of such beneficiary shall be binding upon all persons then or thereafter interested in such trust as to the matters and transactions shown on such statement. The Trustee may at any time apply for a judicial settlement of any account. No Trustee shall be required to file any statutory or other periodic accountings of the administration of a trust.

J. Interested Trustee. The Trustee may act under this Agreement even if interested in these Trusts in an individual capacity, as a fiduciary of another trust or estate (including my estate) or in any other capacity. The Trustee may in good faith enter into a sale, encumbrance, or other transaction involving the investment or management of trust property for the Trustee's own personal account or which is otherwise affected by a conflict between the Trustee's fiduciary and personal interests, without liability and without being voidable by a beneficiary. The Trustee is specifically authorized to make loans to, to receive loans from, or to sell, purchase or exchange assets in a transaction with (i) the

Trustee's spouse, (ii) the Trustee's children or grandchildren, siblings, parents, or spouses of such persons, (iii) an officer, director, employee, agent, or attorney of the Trustee, or (iv) a corporation, partnership, limited liability company, or other business entity in which the Trustee has a financial interest, provided that in any transaction the trusts hereunder receive fair and adequate consideration in money or money's worth. The Trustee may renounce any interest or expectancy of a trust in, or an opportunity to participate in, specified business opportunities or specified classes or categories of business opportunities that are presented to the Trustee. Such renunciation shall not prohibit the Trustee from participating in the Trustee's individual capacity in such opportunity or expectancy.

K. **Third Parties**. No one dealing with the Trustee need inquire into its authority or its application of property.

L. **Merger of Trusts**. If the Trustee is also trustee of a trust established by myself or another person by will or trust agreement, the beneficiaries to whom income and principal may then be paid and then operative terms of which are substantially the same as those of a trust held under this Agreement, the Trustee in its discretion may merge either such trust into the other trust. The Trustee, in exercising its discretion, shall consider economy of administration, convenience to the beneficiaries, tax consequences and any other factor it considers important. If it is later necessary to reestablish the merged trust as separate trusts, it shall be divided proportionately to the value of each trust at the time of merger.

M. **Multiple Trustees**. If two Trustees are serving at any time, any power or discretion of the Trustees may be exercised only by their joint agreement. Either Trustee may delegate to the other Trustee the authority to act on behalf of both Trustees and to exercise any power held by the Trustees. If more than two Trustees are serving at any time, and unless unanimous agreement is specifically required by the terms of this Trust Agreement, any power or discretion of the Trustees may be exercised only by a majority. The Trustees may delegate to any one or more of themselves the authority to act on behalf of all the Trustees and to exercise any power held by the Trustees. Trustees who consent to the delegation of authority to other Trustees will be liable for the consequences of the actions of those other Trustees as if the consenting Trustees had joined the other Trustees in performing those actions. A dissenting Trustee who did not consent to the delegation of authority to another Trustee and who has not joined in the exercise of a power or discretion cannot be held liable for the consequences of the exercise. A dissenting Trustee who joins only at the direction of the majority will not be liable for the consequences of the exercise if the dissent is expressed in writing delivered to any of the other Trustees before the exercise of that power or discretion.

ARTICLE V. ADDITIONAL TAX AND RELATED MATTERS

A. **GST Trusts**. I direct (a) that the Trustee shall divide any trust to which there is allocated any GST exemption into two separate Trusts (each subject to the provisions hereof) so that the generation-skipping tax inclusion ratio of one such trust is zero, (b) any property exempt from generation-skipping taxation shall be divided as otherwise provided herein and held for the same persons

designated in Trusts separate from any property then also so divided which is not exempt from generation-skipping taxation, and (c) if upon the death of a beneficiary a taxable termination would otherwise occur with respect to any property held in trust for him or her with an inclusion ratio greater than zero, such beneficiary shall have with respect only to such property a power to appoint such fractional share thereof which if included in such beneficiary's gross estate for federal estate tax purposes (without allowing any deduction with respect to such share) would not be taxed at the highest federal estate tax rate and such fractional share of such property shall be distributed to such persons including only such beneficiary's estate, spouse, and issue, as such beneficiary may appoint, and any part of a trust such beneficiary does not effectively appoint shall be treated as otherwise provided for disposition upon his or her death, provided, if upon his or her death two or more Trusts for his or her benefit are directed to be divided among and held or distributed for the same persons and the generation-skipping tax inclusion ratio of any such trust is zero, the amount of any other such Trust to which there is allocated any of such beneficiary's GST exemption shall be added to the Trusts with generation-skipping tax inclusion ratios of zero in equal shares. For purposes of funding any pecuniary payment to which there is allocated any GST exemption, such payment shall be satisfied with cash or property which fairly represents appreciation and depreciation (occurring between the valuation date and the date of distribution) in all of the assets from which such distribution could be made, and any pecuniary payment made before a residual transfer of property to which any GST exemption is allocated shall be satisfied with cash or property which fairly represents appreciation and depreciation (occurring between the valuation date and the date of distribution) in all of the assets from which such pecuniary payment could be satisfied and shall be allocated a pro rata share of income earned by all such assets between the valuation date and the date of payment. Except as otherwise expressly provided herein, the valuation date with respect to any property shall be the date as of which its value is determined for federal estate tax purposes with respect to the transferor thereof, and subject to the foregoing, property distributed in kind in satisfaction of any pecuniary payment shall be selected on the basis of the value of such property on the valuation date. All terms used in this paragraph which are defined or explained in Chapter 13 of the Code or the regulations thereunder shall have the same meaning when used herein. I request (but do not require) that if two or more Trusts are held hereunder for any person, no principal be paid to such person from the Trusts with the lower inclusion ratios for generation-skipping tax purposes unless the trust with the highest inclusion ratio has been exhausted by use, consumption, distribution or otherwise or is not reasonably available. The Trustee is authorized and directed to comply with the provisions of the Treasury Regulations interpreting the generation skipping tax provisions of the Code in severing or combining any trust, creating or combining separate trust shares, allocating GST exemption, or otherwise, as necessary to best accomplish the foregoing allocations, inclusion ratios, combinations, and divisions, including, without limitation, the payment of "appropriate interest" as determined by the Trustee as that term is applied and used in said Regulations.

B. **Individual Retirement Accounts**. In the event that this trust or any trust created under this Agreement is the beneficiary of an Individual retirement account established and maintained under Code Section 408 or a qualified pension, profit sharing or stock bonus plan established and maintained under Code Section 401 (referred to in this paragraph as "IRA"), the following provisions shall apply to such trust:

1. I intend that the beneficiaries of such trust shall be beneficiaries within the meaning of Code Section 401(a)(9) and the Treasury Regulations thereunder. All provisions of such trust shall be construed consistent with such intent. Accordingly, the following provisions shall apply to such trust:

a. No benefits from any IRA may be used or applied for the payment of any debts, taxes or other claims against my estate as set forth in the later paragraph captioned "Taxes", unless other assets of this trust are not available for such payment.

b. In the event that a beneficiary of any trust created under this Agreement has a testamentary general power of appointment or a limited power of appointment over all or any portion of any trust established under this Agreement, and if such trust is the beneficiary of any benefits from any IRA, the beneficiary shall not appoint any part of such trust to a charitable organization or to a lineal descendant of mine (or a spouse of a lineal descendant of mine) who is older than the beneficiary whose life expectancy is being used to calculate distributions from such IRA.

2. The Trustee shall deliver a copy of this Agreement to the custodian of any IRA of which this trust or any trust created under this Agreement is the named beneficiary within the time period prescribed Code Section 401(a)(9) and the Treasury Regulations thereunder, along with such additional items required thereunder. If the custodian of the IRA changes after a copy of this Agreement has been provided pursuant to the preceding sentence, the Trustee shall immediately provide a copy of this Agreement to the new custodian. The Trustee shall request each custodian to complete a receipt of the Agreement and shall attach such receipt to this Agreement. The Trustee shall provide a copy of each amendment of this Agreement to the custodian and shall obtain a receipt of such amendment.

C. **Gift Transfers Made From Trust During My Lifetime**. I direct that all gift transfers made from the trust during my lifetime be treated for all purposes as if the gift property had been first withdrawn by (or distributed to) me and then transferred by me to the donees involved. Thus, in each instance, even where title to the gift property is transferred directly from the name of the trust (or its nominee) into the name of the donee, such transfer shall be treated for all purposes as first a withdrawal by (or distribution of the property to) me followed by a gift transfer of the property to the donee by me as donor, the Trustee making the actual transfer in my behalf acting as my attorney in fact, this paragraph being, to that extent, a power of attorney from me to the Trustee to make such transfer, which power of attorney shall not be affected by my Disability, incompetence, or incapacity.

D. **Gifts**. If I am Disabled, I authorize the Trustee to make gifts from trust property during my lifetime for estate planning purposes, or to distribute amounts to my legally appointed guardian or to my attorney-in-fact for those purposes, subject to the following limitations:

1. Recipients. The gifts may be made only to my lineal descendants or to trusts primarily for their benefit, and in aggregate annual amounts to any one such recipient that do not exceed the exclusion amount provided for under Code Section 2503(b).

2. Trustee Limited. When a person eligible to receive gifts is serving as Trustee, the aggregate of all gifts to that person during the calendar year allowable under the preceding subparagraph 1. shall thereafter not exceed the greater of Five Thousand Dollars ($5,000), or five percent (5%) of the aggregate value of the trust estate. However, gifts completed prior to a recipient's commencing to serve as Trustee shall not be affected by this limitation.

3. Charitable Pledges. The Trustee may pay any charitable pledges I made while I was not Disabled (even if not yet due).

E. Death Costs. If upon my death the Trustee hold any United States bonds which may be redeemed at par in payment of federal estate tax, the Trustee shall pay the federal estate tax due because of my death up to the amount of the par value of such bonds and interest accrued thereon at the time of payment. The Trustee shall also pay from the trust all of my following death costs, but if there is an acting executor, administrator or Personal Representative of my estate my Trustee shall pay only such amounts of such costs as such executor, administrator or Personal Representative directs:

1. my debts which are allowed as claims against my estate,

2. my funeral expenses without regard to legal limitations,

3. the expenses of administering my estate,

4. the balance of the estate, inheritance and other death taxes (excluding generation-skipping transfer taxes unless arising from direct skips), and interest and penalties thereon, due because of my death with respect to all property whether or not passing under my Will or this Agreement (other than property over which I have a power of appointment granted to me by another person, and qualified terminable interest property which is not held in a trust that was subject to an election under Code Section 2652(a)(3) at or about the time of its funding) and life insurance proceeds on policies insuring my life which proceeds are not held under this trust or my probate estate at or by reason of my death), and

5. any gifts made in my Will or any Codicil thereto.

The Trustee may make any such payment either to my executor, administrator or Personal Representative or directly to the proper party. The Trustee shall not be reimbursed for any such payment, and is not responsible for the correctness or application of the amounts so paid at the direction of my executor, administrator, or Personal Representative. The Trustee shall not pay any of such death costs with any asset which would not otherwise be included in my gross estate for federal or state estate or inheritance tax purposes, or with any asset which otherwise cannot be so used, such as property received under a limited power of appointment which prohibits such use. Further, no payment of any such death costs shall be charged against or paid from the tangible personal property disposed of pursuant to the prior paragraph captioned "Disposition of Tangible Personal Property."

F. **Subchapter S Stock**. Regardless of anything herein to the contrary, in the event that after my death the principal of a trust includes stock in a corporation for which there is a valid election to be treated under the provisions of Subchapter S of the Code, the income beneficiary of such a trust is a U.S. citizen or U.S. resident for federal income tax purposes, and such trust is not an "electing small business trust" under Code Section 1361(e)(1) in regard to that corporation, the Trustee shall (a) hold such stock as a substantially separate and independent share of such trust within the meaning of Code Section 663(c), which share shall otherwise be subject to all of the terms of this Agreement, (b) distribute all of the income of such share to the one income beneficiary thereof in annual or more frequent installments, (c) upon such beneficiary's death, pay all accrued or undistributed income of such share to the beneficiary's estate, (d) distribute principal from such share during the lifetime of the income beneficiary only to such beneficiary, notwithstanding any powers of appointment granted to any person including the income beneficiary, and (e) otherwise administer such share in a manner that qualifies it as a "qualified Subchapter S trust" as that term is defined in Code Section 1361(d)(3), and shall otherwise manage and administer such share as provided under this Agreement to the extent not inconsistent with the foregoing provisions of this paragraph.

G. **Residence as Homestead**. I reserve the right to reside upon any real property placed in this trust as my permanent residence during my life, it being the intent of this provision to retain for myself the requisite beneficial interest and possessory right in and to such real property to comply with Section 196.041 of the Florida Statutes such that said beneficial interest and possessory right constitute in all respects "equitable title to real estate" as that term is used in Section 6, Article VII of the Constitution of the State of Florida. Notwithstanding anything contained in this trust to the contrary, for purposes of the homestead exemption under the laws of the State of Florida, my interest in any real property in which I reside pursuant to the provisions of this trust shall be deemed to be an interest in real property and not personalty and shall be deemed my homestead.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Amended and Restated Trust Agreement on the date first above written.

SETTLOR and TRUSTEE:

SIMON L. BERNSTEIN

This instrument was signed by SIMON L. BERNSTEIN in our presence, and at the request of and in the presence of SIMON L. BERNSTEIN and each other, we subscribe our names as witnesses on this 21 day of July, 2012:

Print Name: ROBERT L. SPALLINA
Address: 7387 WISTERIA AVENUE
PARKLAND, FL 33076

Print Name: Kimberly Moran
Address: Kimberly Moran
6362 Las Flores Drive
Boca Raton, FL 33433

STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 25 day of July, 2012, by SIMON L. BERNSTEIN.

Signature - Notary Public-State of Florida

Lindsay Baxley

Print, type or stamp name of Notary Public

[Seal with Commission Expiration Date]

NOTARY PUBLIC-STATE OF FLORIDA
Lindsay Baxley
Commission # EE092282
Expires: MAY 10, 2015
BONDED THRU ATLANTIC BONDING CO., INC.

Personally Known _____ or Produced Identification _____

Type of Identification Produced _____

WILL OF

SIMON L. BERNSTEIN

Prepared by:

Tescher & Spallina, P.A.
4855 Technology Way, Suite 720, Boca Raton, Florida 33431
(561) 997-7008
www.tescherspallina.com

LAW OFFICES
TESCHER & SPALLINA, P.A.

WILL OF

SIMON L. BERNSTEIN

I, SIMON L. BERNSTEIN, of Palm Beach County, Florida, hereby revoke all my prior Wills and Codicils and make this Will. I am a widower, but in the event that I marry subsequent to the execution of this Will, I specifically make no provision for my spouse. My children are TED S. BERNSTEIN, PAMELA B. SIMON, ELIOT BERNSTEIN, JILL IANTONI and LISA S. FRIEDSTEIN.

ARTICLE I. TANGIBLE PERSONAL PROPERTY

I give such items of my tangible personal property to such persons as I may designate in a separate written memorandum prepared for this purpose. I give to my children who survive me, divided among them as they agree, or if they fail to agree, divided among them by my Personal Representatives in as nearly equal shares as practical my personal effects, jewelry, collections, household furnishings and equipment, automobiles and all other non-business tangible personal property other than cash, not effectively disposed of by such memorandum, and if no child of mine survives me, this property shall pass with the residue of my estate.

ARTICLE II. EXERCISE OF POWER OF APPOINTMENT

Under Subparagraph E.1. of Article II. of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008, (the "***Shirley Trust***"), I was granted a special power of appointment upon my death to direct the disposition of the remaining assets of the Marital Trust and the Family Trust established under the Shirley Trust. Pursuant to the power granted to me under the Shirley Trust, upon my death, I hereby direct the then serving Trustees of the Marital Trust and the Family Trust to divide the remaining trust assets into equal shares for my then living grandchildren and distribute said shares to the then serving Trustees of their respective trusts established under Subparagraph II.B. of my Existing Trust, as referenced below, and administered pursuant to Subparagraph II.C. thereunder.

ARTICLE III. RESIDUE OF MY ESTATE

I give all the residue of my estate, including my homestead, to the Trustee then serving under my revocable Trust Agreement dated May 20, 2008, as amended and restated from time to time and on even date herewith (the "***Existing Trust***"), as Trustee without bond, but I do not exercise any powers of appointment held by me except as provided in Article II., above, and in the later paragraph titled "Death Costs." The residue shall be added to and become a part of the Existing Trust, and shall be held under

the provisions of said Agreement in effect at my death, or if this is not permitted by applicable law or the Existing Trust is not then in existence, under the provisions of said Agreement as existing today. If necessary to give effect to this gift, but not otherwise, said Agreement as existing today is incorporated herein by reference.

ARTICLE IV. PERSONAL REPRESENTATIVES

1. **Appointment and Bond.** I appoint ROBERT L. SPALLINA and DONALD R. TESCHER to serve together as my co-Personal Representatives, or either of them alone as Personal Representative if either of them is unable to serve (the "***fiduciary***"). Each fiduciary shall serve without bond and have all of the powers, privileges and immunities granted to my fiduciary by this Will or by law, provided, however, that my fiduciary shall exercise all powers in a fiduciary capacity.

2. **Powers of Personal Representatives.** My fiduciary may exercise its powers without court approval. No one dealing with my fiduciary need inquire into its authority or its application of property. My fiduciary shall have the following powers:

a. Investments. To sell or exchange at public or private sale and on credit or otherwise, with or without security, and to lease for any term or perpetually, any property, real and personal, at any time forming a part of my probate estate (the "***estate***"); to grant and exercise options to buy or sell; to invest or reinvest in real or personal property of every kind, description and location; and to receive and retain any such property whether originally a part of the estate, or subsequently acquired, even if a fiduciary is personally interested in such property, and without liability for any decline in the value thereof; all without limitation by any statutes or judicial decisions, whenever enacted or announced, regulating investments or requiring diversification of investments.

b. Distributions or Divisions. To distribute directly to any beneficiary who is then entitled to distribution under the Existing Trust; to make any division or distribution pro rata or non-pro rata, in cash or in kind; and to allocate undivided interests in property and dissimilar property (without regard to its tax basis) to different shares, and to make any distribution to a minor or any other incapacitated person directly to such person, to his or her legal representative, to any person responsible for or assuming his or her care, or in the case of a minor to an adult person or an eligible institution (including a fiduciary) selected by my fiduciary as custodian for such minor under the Uniform Transfers to Minors Act or similar provision of law. The receipt of such payee is a complete release to the fiduciary.

c. Management. To manage, develop, improve, partition or change the character of or abandon an asset or interest in property at any time; and to make ordinary and extraordinary repairs, replacements, alterations and improvements, structural or otherwise.

d. Borrowing. To borrow money from anyone on commercially reasonable terms, including a fiduciary, beneficiaries and other persons who may have a direct or indirect interest in the

estate; and to mortgage, margin, encumber and pledge real and personal property of the estate as security for the payment thereof, without incurring any personal liability thereon and to do so for a term within or extending beyond the terms of the estate and to renew, modify or extend existing borrowing on similar or different terms and with the same or different security without incurring any personal liability; and such borrowing from my fiduciary may be with or without interest, and may be secured with a lien on the estate assets or any beneficiary's interest in said assets.

e. Lending. To extend, modify or waive the terms of any obligation, bond or mortgage at any time forming a part of the estate and to foreclose any such mortgage; accept a conveyance of encumbered property, and take title to the property securing it by deed in lieu of foreclosure or otherwise and to satisfy or not satisfy the indebtedness securing said property; to protect or redeem any such property from forfeiture for nonpayment of taxes or other lien; generally, to exercise as to such bond, obligation or mortgage all powers that an absolute owner might exercise; and to loan funds to beneficiaries at commercially reasonable rates, terms and conditions.

f. Abandonment of Property. To abandon any property or asset when it is valueless or so encumbered or in such condition that it is of no benefit to the estate. To abstain from the payment of taxes, liens, rents, assessments, or repairs on such property and/or permit such property to be lost by tax sale, foreclosure or other proceeding or by conveyance for nominal or no consideration to anyone including a charity or by escheat to a state; all without personal liability incurred therefor.

g. Real Property Matters. To subdivide, develop or partition real estate; to dedicate the same to public use; to make or obtain the location of any plats; to adjust boundaries; to adjust differences in valuations on exchange or partition by giving or receiving consideration; and, to grant easements with or without consideration as they may determine; and to demolish any building, structures, walls and improvements, or to erect new buildings, structures, walls and improvements and to insure against fire and other risks.

h. Claims. To enforce, compromise, adjust, arbitrate, release or otherwise settle or pay any claims or demands by or against the estate.

i. Business Entities. To deal with any business entity or enterprise even if a fiduciary is or may be a fiduciary of or own interests in said business entity or enterprise, whether operated in the form of a corporation, partnership, business trust, limited liability company, joint venture, sole proprietorship, or other form (all of which business entities and enterprises are referred to herein as "***Business Entities***"). I vest the fiduciary with the following powers and authority in regard to Business Entities:

i. To retain and continue to operate a Business Entity for such period as the fiduciary deems advisable;

ii. To control, direct and manage the Business Entities. In this connection, the fiduciary, in its sole discretion, shall determine the manner and extent of its active participation in the

operation and may delegate all or any part of its power to supervise and operate to such person or persons as the fiduciary may select, including any associate, partner, officer or employee of the Business Entity;

iii. To hire and discharge officers and employees, fix their compensation and define their duties; and similarly to employ, compensate and discharge agents, attorneys, consultants, accountants, and such other representatives as the fiduciary may deem appropriate; including the right to employ any beneficiary or fiduciary in any of the foregoing capacities;

iv. To invest funds in the Business Entities, to pledge other assets of the estate or a trust as security for loans made to the Business Entities, and to lend funds from my estate or a trust to the Business Entities;

v. To organize one or more Business Entities under the laws of this or any other state or country and to transfer thereto all or any part of the Business Entities or other property of my estate or a trust, and to receive in exchange such stocks, bonds, partnership and member interests, and such other securities or interests as the fiduciary may deem advisable;

vi. To treat Business Entities as separate from my estate or a trust. In a fiduciary's accounting to any beneficiary, the fiduciary shall only be required to report the earnings and condition of the Business Entities in accordance with standard business accounting practice;

vii. To retain in Business Entities such net earnings for working capital and other purposes of the Business Entities as the fiduciary may deem advisable in conformity with sound business practice;

viii. To sell or liquidate all or any part of the Business Entities at such time and price and upon such terms and conditions (including credit) as the fiduciary may determine. My fiduciary is specifically authorised and empowered to make such sale to any person, including any partner, officer, or employee of the Business Entities, a fiduciary, or to any beneficiary; and

ix. To guaranty the obligations of the Business Entities, or pledge assets of the estate or a trust to secure such a guaranty.

j. Life Insurance. With respect to any life insurance policies constituting an asset of the estate to pay premiums; to apply dividends in reduction of such premiums; to borrow against the cash values thereof; to convert such policies into other forms of insurance including paid-up insurance; to exercise any settlement options provided in any such policies; to receive the proceeds of any policy upon its maturity and to administer such proceeds as a part of the principal of the estate or trust; and in general, to exercise all other options, benefits, rights and privileges under such policies; provided, however, no fiduciary other than a sole fiduciary may exercise any incidents of ownership with respect to policies of insurance insuring the fiduciary's own life.

k. Reimbursement. To reimburse itself from the estate for all reasonable expenses incurred in the administration thereof.

l. Voting. To vote and give proxies, with power of substitution to vote, stocks, bonds and other securities, or not to vote a security.

m. Ancillary Administration. To appoint or nominate, and replace with or without cause, any persons or corporations, including itself, as ancillary administrators to administer property in other jurisdictions, with the same powers, privileges and immunities as my fiduciary and without bond.

n. Tax Elections. To file tax returns, and to exercise all tax-related elections and options at their discretion, without compensating adjustments or reimbursements between any accounts or any beneficiaries.

3. **Survivorship.** A beneficiary is not deemed to survive me unless he or she survives me by five days.

4. **Death Costs.** My fiduciary shall pay (a) from the residuary estate my debts which are allowed as claims against my estate, (b) from the residuary estate my funeral expenses without regard to legal limitations, (c) from the residuary estate the expenses of administering my estate and (d) from the residuary estate other than the portion of the residuary estate qualifying for the marital deduction under the laws then in effect, without apportionment, all estate, inheritance and succession taxes (excluding generation-skipping taxes other than with respect to direct skips), and interest and penalties thereon, due because of my death and attributable to all property whether passing under this Will or otherwise and not required by the terms of the Existing Trust to be paid out of said trust. However, such taxes, penalties and interest payable out of my residuary estate shall not include taxes, penalties and interest attributable to (i) property over which I have a power of appointment granted to me by another person, (ii) qualified terminable interest property held in a trust of which I was the income beneficiary at the time of my death (other than qualified terminable interest property held in a trust for which an election was made under Code Section 2652(a)(3)), and (iii) life insurance proceeds on policies insuring my life which proceeds are not payable to my probate estate. My fiduciary shall not be reimbursed for any such payment from any person or property. However, my fiduciary in its discretion may direct that part or all of said death costs shall be paid by my Trustee as provided in the Existing Trust, and shall give such direction to the extent necessary so that the gifts made in Article I of this Will and the gifts made in any codicil hereto shall not be reduced by said death costs. If the amount of the above-described taxes, and interest and penalties arising by reason of my death (without regard to where payable from under the terms of this paragraph or applicable law) is increased because of the power of appointment granted to me under Subparagraph II.E.1. of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008, I hereby appoint to my probate estate from the property subject to such power (to the extent allowable under such power) the amount of such increase (calculating such increase at the highest applicable marginal rates) and exercise such power to this extent only, and notwithstanding the other provisions of this paragraph further direct my fiduciary to make payment of such increase in taxes,

interest and penalties to the appropriate taxing authorities from the appointed property or the proceeds thereof . Any trustee holding such appointive property may pay to my fiduciary the amount which my fiduciary certifies as due under this paragraph and is not responsible for the correctness or application of amounts so paid.

5. **Reimbursement for Debts and Expenses**. My fiduciary shall promptly reimburse my friends and members of my family who have disbursed their own funds for the payment of any debts, funeral expenses or costs of administration of my estate.

6. **Expenses of Handling Tangible Personal Property**. All expenses incurred by my fiduciary during the settlement of my estate in appraising, storing, packing, shipping, delivering or insuring an article of tangible personal property passing under this Will shall be charged as an expense of administering my estate.

7. **Dealing with Estate**. Each fiduciary may act under this Will even if interested in my estate in an individual capacity, as a fiduciary of another estate or trust (including any trust identified in this Will or created under the Existing Trust) or in any other capacity. Each fiduciary may in good faith buy from, sell to, lend funds to or otherwise deal with my estate.

8. **Spouse**. The term "*spouse*" herein means, as to a designated individual, the person to whom that individual is from time to time married.

9. **Other Beneficiary Designations**. Except as otherwise explicitly and with particularity provided herein, (a) no provision of this Will shall revoke or modify any beneficiary designation of mine made by me and not revoked by me prior to my death under any individual retirement account, other retirement plan or account, or annuity or insurance contract, (b) I hereby reaffirm any such beneficiary designation such that any assets held in such account, plan, or contract shall pass in accordance with such designation, and (c) regardless of anything herein to the contrary, any of such assets which would otherwise pass pursuant to this Will due to the beneficiary designation not having met the requirements for a valid testamentary disposition under applicable law or otherwise shall be paid as a gift made hereunder to the persons and in the manner provided in such designation which is incorporated herein by this reference.

[remainder of page intentionally left blank]

I have published and signed this instrument as my Will at Boca Raton, Florida, on the 24 day of July, 2012.

SIMON L. BERNSTEIN

This instrument, consisting of this page numbered 7 and the preceding typewritten pages, was signed, sealed, published and declared by the Testator to be the Testator's Will in our presence, and at the Testator's request and in the Testator's presence, and in the presence of each other, we have subscribed our names as witnesses at Boca Raton, Florida on this 24 day of July, 2012.

[Witness Signature] residing at ROBERT L. SPALLINA
7387 WISTERIA AVENUE
PARKLAND, FL 33076
[Witness Address]

[Witness Address]

[Witness Signature] residing at Kimberly Moran
6362 Las Flores Drive
Boca Raton, FL 33433
[Witness Address]

[Witness Address]

==========

State Of Florida

SS.

County Of Palm Beach

I, SIMON L. BERNSTEIN, declare to the officer taking my acknowledgment of this instrument, and to the subscribing witnesses, that I signed this instrument as my will.

SIMON L. BERNSTEIN, Testator

We, Robert L. Spallina and Kimberly Moran, have been sworn by the officer signing below, and declare to that officer on our oaths that the Testator declared the instrument to be the Testator's will and signed it in our presence and that we each signed the instrument as a witness in the presence of the Testator and of each other.

Witness

Kimberly Moran

Witness

Acknowledged and subscribed before me, by the Testator, SIMON L. BERNSTEIN, who is personally known to me or who has produced _____ (*state type of identification*) as identification, and sworn to and subscribed before me by the witnesses, Robert L. Spallina, who is personally known to me or who has produced _____ (*state type of identification*) as identification, and Kimberly Moran, who is personally known to me or who has produced _____ (*state type of identification*) as identification, and subscribed by me in the presence of SIMON L. BERNSTEIN and the subscribing witnesses, all on this 25 day of July, 2012.

Signature - Notary Public-State of Florida

[Seal with Commission Expiration Date]

Lindsay Baxley

Print, type or stamp name of Notary Public

NOTARY PUBLIC-STATE OF FLORIDA
Lindsay Baxley
Commission # EE092282
Expires: MAY 10, 2015
BONDED THRU ATLANTIC BONDING CO., INC.

Bernstein, Estate of Simon **11187.006**
Creditors

TS005

dcm services

7601 Penn Ave S, Suite A600
Minneapolis, Minnesota 55423-5004

Telephone 612-243-8620
Fax 877-326-8784
Toll-Free 866-285-2387

Hours (CT): 7:00 am - 7:00 pm M - TH
7:00 am - 5:00 pm F

November 01, 2013

Our Client:	American Express Centurion Bank
Account No:	**********4006
Unpaid Balance:	$34200.47
Reference No:	9526369
Case No:	502012CP004391XXXXSB

Dear Sir or Madam:

Our company represents American Express Centurion Bank. This letter is in regard to the claim presented by American Express Centurion Bank against the Estate of SIMON BERNSTEIN. Our company has been asked to monitor the status of the claim and to seek payment from the Estate. We will assume you have received the claim and will be processing it as part of the Estate handling unless we hear otherwise. Be advised, as a family member or third party handling the affairs of the decedent, you are not personally responsible to pay this debt.

Our toll-free number is 1-866-285-2387. We would appreciate knowing when payment might be expected on this claim. We will work with you to resolve the balance.

Cordially,
DCM Services, LLC

IMPORTANT NOTICE

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will obtain verification of the debt or a copy of a judgment and mail you a copy of such judgment or verification. If you request of this office in writing within 30 days after receiving this notice this office will provide you with the name and address of the original creditor, if different from the current creditor.

This company is a debt collector. This is an attempt to collect a debt from the assets of the Estate. Any information obtained will be used for that purpose. Calls may be monitored or recorded for quality assurance purposes.

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION -Side 1 of 2-

Detach Lower Portion and Return with Payment

DCM SERVICES, LLC
7601 PENN AVE S, SUITE A600
MINNEAPOLIS, MN 55423-5004
ADDRESS SERVICE REQUESTED

Reference #: 9526369 Client ID: AMEX41
Unpaid Balance: $34200.47
Checks Payable to: DCM Services LLC

Amount Enclosed: $

November 01, 2013

PAP-585-A-0

002546

96855 - 2546

The Estate of SIMON BERNSTEIN
Attn:ROBERT L SPALLINA
4855 TECHNOLOGY WAY STE 720
BOCA RATON FL 33431-3351

DCM Services/American Express
PO Box 1240
Minneapolis MN 55440-1240

9526369 4006

96855-TS005538

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Wells Fargo Bank
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Dallas, TX 75266-0930
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PO Box 13090
Pensacola, FL 32591-3090
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Est of Simon Bernstein - Notice to Creditors

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or PO
City,
Agency For Health Care Administration
c/o FL TPL Recovery Unit
P.O. Box 12188
Tallahassee, FL 32317
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Total Postage & Fees $
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City, Sta
CBIZ Goldstein Lewin
PO Box 953152
St. Louis, MO 63195-3152
PS Form
Est of Simon Bernstein - Ntc to Creditors

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For delivery information visit our website at www.usps.com®
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Return Receipt Fee (Endorsement Required)
Restricted Delivery Fee (Endorsement Required)
Total Postage & Fees $

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Street, Apt. No.; or PO Box No.
City, State, ZIP+4®

American Express
PO Box 297812
Fort Lauderdale, FL 33329-7812

Est of Simon Bernstein - Ntc to Creditors

PS Form 3800, August 2006 See Reverse for Instructions

U.S. Postal Service™
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Est of Simon Bernstein - Ntc to Creditors

PS Form 3800, August 2006 See Reverse for Instructions

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American Pioneer Life Ins. Company
PO Box 504518
St. Louis, MO 63150-4518

Est of Simon Bernstein - Ntc to Creditors

PS Form 3800, August 2006 See Reverse for Instructions

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
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7010 1870 0001 8550 7732

Postage $
Certified Fee
Return Receipt Fee (Endorsement Required)
Restricted Delivery Fee (Endorsement Required)
Total Postage & Fees $

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Street, Apt. No.; or PO Box No.
City, State, ZIP+4®

American Express
PO Box 360001
Fort Lauderdale, FL 33336-0001

Bernstein Est - Ntc to Creditors

PS Form 3800, August 2006 See Reverse for Instructions

Law Offices of
STEVEN I. GREENWALD, P.A.
Boca Palm Professional Plaza
6971 North Federal Highway
Suite 105
Boca Raton, Florida 33487

e-mail: sigreenwaldlaw@att.net

Phone: 561.994.5560 ext 101
Fax: 561.994.5629

February 11, 2013

Rebill Date: March 15, 2013

Robert Spallina, Esq.
Personal Representative of the Estate of Simon Bernstein
Tescher & Spallina, PA
4855 Technology Way
Suite 720
Boca Raton, FL 33431

STATEMENT

FOR PROFESSIONAL SERVICES RENDERED AS OF AUGUST 8, 2012

Attorney's Fees		$825.00*
Formation of Telenet Systems, LLC		
Office consultations with client on August 2, 2012 and August 6, 2012; preparation of Articles of Organization for Telenet Systems, LLC		
Costs		
Filing fee to Secretary of State	$125.00	
UPS courier to Secretary of State	$ 27.61	
Total Costs Due		$ 152.61
Total amount due		**$ 977.61**

**reduced accommodation fee per Steven I. Greenwald, Esq.*

AMERICAN PIONEER
LIFE INSURANCE COMPANY

PO BOX 13090
PENSACOLA
FL 32591-3090

QUESTIONS?

Call **800-999-2224** to speak with us.

SIMON L BERNSTEIN
7020 LIONS HEAD LN
BOCA RATON FL 33496-5931

Insured: SIMON L BERNSTEIN
Policy Number: 011032666
Date: 11/18/2012

YOUR PAYMENT IS DUE

We appreciate your business. Your prompt payment will keep your valuable coverage in force and available for you.

	Plan Description	Period Covered From To	Amount Due
11/01/12	Medicare Supplement	11/01/12 12/01/12	$268.00
		PLEASE PAY THIS AMOUNT	$268.00

DOC: 04147 Seq:04147 - 01/01

▼ **Detach Here - Return Bottom Portion with Payment** ▼

Insured: SIMON L BERNSTEIN
Policy Number: 011032666

cc AP dt 123112

Please make check payable to: AMERICAN PIONEER LIFE	Due Date	Amount Due	Amount Paid
	11/01/12	$268.00	

AMERICAN PIONEER LIFE
PO Box 504518
St. Louis, MO 63150-4518

☐ If you would like to change your payments to automatic withdrawal from your bank account or if your address or phone number has changed, please check the box and see the reverse.

AP011032666*123112000026800 4

Dept 11576
PO Box 1259
Oaks, PA 19456

West Asset Management
7171 MERCY ROAD
OMAHA, NE 68106

IMPORTANT NOTICE

Statement Date:	01-03-2013
Account Number:	220224221
Creditor Account Number:	**********54006
Creditor(s):	AMERICAN EXPRESS
Service Date:	
Last Payment Date:	08-23-2012
Current Amount Due:	**$34,215.15**

11680-65

ROBERT L SPALLINA
4855 TECHNOLOGY WAY STE 720
BOCA RATON, FL 33431-3351

#5020412

RE: AMERICAN EXPRESS

To the person with the authority to pay the decedent's debts from the assets of SIMON BERNSTEIN's estate:

Please accept our sincere condolences on the passing of SIMON BERNSTEIN.
WEST ASSET MANAGEMENT, INC. has been retained to handle this account. Please contact us so we can update our estate records with the appropriate information. The final balance owed by the estate is $34,215.15. Please ensure all credit cards, access checks, convenience checks and/or cash advance checks are destroyed.

If the account has credit life insurance, please contact our office and our representative will assist in filing a claim for payment from the appropriate insurance carrier.

If there is an estate, please forward the Notice of Administration form or the copy of the Notice to Creditors to our office for processing. (This form can be obtained from the probate court or attorney.)

Be advised, as a family member or third party handling the affairs of the decedent, you are not personally responsible to pay this debt.

It's easy for the estate to resolve this account.
The person with the authority to pay the decedent's debts from the assets of the decedent's estate may:

1. Call us at 800-878-1267 to further discuss this account or provide payment information over the phone. Our office hours are MONDAY - TUESDAY 7:00AM - 8:00PM, WEDNESDAY - FRIDAY 7:00AM - 5:00PM, SATURDAY 7:00AM - 11:00AM CST/CDT; or
2. Log on the internet at www.Easydebtpay.com or call toll free at 866-269-2879 to pay this final balance over the phone. Use a credit card, or a Visa/MasterCard backed debit card, or simply withdraw directly from a bank account; or
3. Enclose check or money order for payment in the provided envelope and mail the payment to the address provided.

Please contact our representatives at 800-878-1267 for additional assistance with this matter. We appreciate your cooperation at this difficult time.

Sincerely,

WEST ASSET MANAGEMENT, INC.

***Notice - See Reverse For Important Information**

PLEASE ENCLOSE THIS PORTION TO ENSURE PROPER CREDIT TO THE DECEDENT'S ACCOUNT

65 - 11680 - DCN1

ROBERT L SPALLINA
4855 TECHNOLOGY WAY STE 720
BOCA RATON, FL 33431-3351

Statement Date:	01-03-2013
The Estate of:	SIMON BERNSTEIN
Account Number:	220224221
Creditor(s):	AMERICAN EXPRESS
Account Balance:	**$34,215.15**

Please note the account number on the check or money order to ensure proper credit to the account

Amount Enclosed $_____

Make Payment To:

WEST ASSET MANAGEMENT, INC.
P.O. BOX 956842
ST. LOUIS, MO 63195

1 of 1

01 00000000220224221 1 00003421515 131223010000 ETS005543

Notice: Important Information
Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice that you dispute the validity of this debt or any portion thereof, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request of this office in writing within 30 days after receiving this notice this office will provide you with the name and address of the original creditor, if different from the current creditor.

This is an attempt to collect a debt and any information obtained will be used for that purpose. This communication is from a debt collector. To ensure professional service and legal compliance, all incoming and outgoing telephone calls to West Asset Management are subject to recording and/or monitoring.

Federal and state laws prohibit certain methods of debt collection, and require that we treat you fairly. You can stop us from contacting you by writing a letter to us that tells us to stop the contact. Sending such a letter does not make the debt go away if you owe it. Once we receive your letter, we may not contact you again, except to let you know that there won't be any more contact or that we intend to take a specific action.

If you have a complaint about the way we are collecting this debt, please write to West Asset Management, Inc., PO Box 6158, Omaha, NE 68106; or call us toll-free at 1-888-520-3766 between 9:00 a.m. and 5:00 p.m. Eastern Time Monday - Friday.

The Federal Trade Commission enforces the Fair Debt Collection Practices Act (FDCPA). If you have a complaint about the way we are collecting your debt, please contact the FTC online at www.ftc.gov, by telephone at 1-877-FTC-HELP, or by mail at 600 Pennsylvania Avenue NW, Washington, D.C. 20580.

Correspondence Address:
West Asset Management, Inc., 7171 Mercy Road, Omaha, NE 68106. Please do not send payments to this address.

American Express
Travel Related Services Company, Inc.
Service Center at Ft. Lauderdale
PO Box 297812
Ft. Lauderdale, FL 33329-7812

2139L0S92L9A335 12

November 30, 2012

SIMON BERNSTEIN
ARBITRAGE INTL. MGMT
950 PNSULA CP CI3010
BOCA RATON FL 33487-1387

Account Number: XXXX-XXXXX9-91002

Dear Simon Bernstein:

We are writing regarding your inquiry about the charge(s) from ARONSON & ASSOCIATES INC on the above referenced account.

STEPS WE TOOK
We issued temporary credit(s) to your account in the amount(s) of: $1,920.00

We issued the temporary credit(s) so you would not be responsible for the disputed amount during the investigation, and your use of the card would not be affected by this specific inquiry.

We contacted the merchant on your behalf and in order to be fair, gave them the opportunity to present additional information from their point of view.

We used the information you provided us, along with the information we obtained from the merchant, to try and resolve this matter to your satisfaction. Our goal was to resolve this issue fairly.

001 001 02139 037 00 L9A

E XXXXXXXXX991002 A0IND SINCC61 SGLAJ98 2109S N

OUTCOME
We have determined that the credit you requested is appropriate. Therefore, the previously issued temporary credit will become permanent.

We always make every effort to address your concerns. We did our best to represent your interests. If you have any further questions or concerns regarding the credit received or any other claim, please do not hesitate to call us.

Sincerely,

H. Figueroa

H. Figueroa
Supervisor, Customer Service

American Express
P.O. Box 297879
Ft. Lauderdale, FL 33329-7879

www.americanexpress.com

November 27, 2012

0585L0A27L2A33212

To the Estate of:
Simon L Bernstein
7020 Lions Head Lane
Boca Raton FL 33496-5931

Re: Account Ending 054006 Platinum Card~a

To Whom It May Concern:

We are very sorry to hear about the death of Simon L Bernstein and would like to take this opportunity to express our sympathy. We know this must be a difficult time for you and hope you will let us know if we may be of any assistance. Service is the cornerstone of the American Express® brand, and we have a long-standing reputation for providing assistance through difficult times.

We have cancelled the Cardmember's account(s) listed above. If you would like to maintain the relationship with American Express, please call us to discuss available options. If there is an outstanding balance on the account it will be indicated on the next billing statement. For assistance with resolving any outstanding balance, contact our Customer Care Team at 1-800-266-7064. A Customer Care Team representative can be reached Monday through Friday from 8:00 a.m. to 9:00 p.m., ET and Saturday 8:00 a.m. to 4:30 p.m., ET.

Sincerely,

Credit Services

001 001 00585 037 00 L2A

CBIZ Goldstein Lewin &
MHM Goldstein Lewin Division
PO Box 953152
St. Louis, MO 63195-3152
Ph: 561-994-5050 F: 561-241-0071

Simon Bernstein
c/o Tescher & Spallina, P.A.
Attn: Robert Spallina
4855 Technology Way, Suite 720
Boca Raton, FL 33431

Statement Date *10/31/2012*
Client No. *4001350.0*

Date	Description	Charge	Credit	Balance
	Balance Forward			1,886.94
			Current Balance	$ 1,886.94

0 - 30	31- 60	61 - 90	91 - 120	Over 120	Balance
0.00	0.00	0.00	0.00	1,886.94	$ 1,886.94

To ensure proper credit, please reflect invoice number on check, make check payable to: CBIZ MHM LLC (Boca GL) and remit payment to: PO Box 953152, St. Louis, MO 63195-3152.

Payments received are posted through October 31, 2012

Kimberly Moran

From: Rachel Walker [rachel3584@gmail.com]
Sent: Wednesday, December 05, 2012 3:22 PM
To: Kimberly Moran
Subject: Re: Estate of Simon Bernstein

American Express-
American Express
P.O.Box 360001
Fort Lauderdale, FL 33336-0001

Chase Card Svcs
PO Box 15298
Wilmington DE 19850

JP Morgan Palladium-
Never mailed anything we paid directly from his JP Morgan checking account online... their phone number is (877) 626-5995
I couldn't find a mailing address for them online

On Wed, Dec 5, 2012 at 3:16 PM, Kimberly Moran <kmoran@tescherspallina.com> wrote:

No problem! Thank you!

Kimberly Moran, Legal Assistant

Tescher & Spallina, P.A.

4855 Technology Way, Suite 720

Boca Raton, FL 33431

Tel: (561) 997-7008

Fax: (561) 997-7308

From: Rachel Walker [mailto:rachel3584@gmail.com]
Sent: Wednesday, December 05, 2012 3:15 PM

To: Kimberly Moran
Subject: Re: Estate of Simon Bernstein

I can do that in a couple hours when I get home... sorry!

On Wed, Dec 5, 2012 at 3:12 PM, Kimberly Moran <kmoran@tescherspallina.com> wrote:

Thanks so much! Can you please give me the address for his credit cards?

Kimberly Moran, Legal Assistant

Tescher & Spallina, P.A.

4855 Technology Way, Suite 720

Boca Raton, FL 33431

Tel: (561) 997-7008

Fax: (561) 997-7308

From: Rachel Walker [mailto:rachel3584@gmail.com]
Sent: Wednesday, December 05, 2012 3:02 PM
To: Kimberly Moran
Subject: Re: Estate of Simon Bernstein

Hi Kimberly!
I made the following list of what I remember Si having... most I believe Robert already has and if I think of anything else out of the blue after this I will email you :)

I don't know any mortgages he had... I think Robert is aware of any if any
Banks-
JP Morgan
Wachovia
Sabadell (previously Lydian)
Legacy Bank of Florida

Bank Credit Cards-
American Express
JP Morgan Palladium card

Department Store Credit Cards-
Saks
Neiman Marcus (maybe?)
Macy's (maybe?)

No Gas Cards

FPL for the house and the condo

Propane USA is the company used for gas at Lions Head Lane house. I notified them and they have stopped coming to fill tanks, however, we need to let whoever buys the house know because the tanks are leased with Propane USA that are in the ground to the right of the driveway

Water is Palm Beach County Utility... I haven't talked with them but I have been paying the bill

I'm not sure which doctors we should notify since the 3 he saw most often were aware of what happened... though, no one has heard from any of them since nor the day Si was in the hospital for some reason

Same for any hospitals or clinics

He wasn't a signer on any lease that I know of

the rest I have no idea, I'm sure Robert already knows...

Let me know if there's anything else you need :)
Thanks,
Rachel

On Tue, Dec 4, 2012 at 3:53 PM, Kimberly Moran <kmoran@tescherspallina.com> wrote:

Hi Rachel:

We are going to need to send Notice to Creditors to any known creditors for Si's estate. That means any of the following:

Mortgage company

Banks and other financial institutions

Bank Credit cards

Department store credit cards

Gas company credit cards

Telephone company

Electric company

Gas company

Water company

Doctors

Hospitals

Clinics

Judgment creditors

Apartment leases

Automobile leases

Loan guaranties

Brokerage margin accounts

Can you please put together a list of any of these types of bills and I will send them Notice to Creditors? They need to be sent out by early next week.

If you have any questions at all, please do not hesitate to contact me or Robert.

Best regards,

Kimberly Moran, Legal Assistant

Tescher & Spallina, P.A.

4855 Technology Way, Suite 720

Boca Raton, FL 33431

Tel: (561) 997-7008

Fax: (561) 997-7308

Agreement, Cambridge and Bernstein, for themselves, their heirs, agents, employees, officers, directors, principals, representatives, related companies, affiliates, attorneys, successors and assigns, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby releases and forever discharge Kleinhandler and Brauer, their heirs, employees, officers, directors, principals, agents, representatives, related companies, affiliates, attorneys, successors and assigns from any and all claims, and any and all causes of action, actions, suits, obligations, liabilities, damages, demands, costs, and expenses whatsoever, which Kleinhandler and Brauer ever had, now have, or which may hereafter accrue in their favor by reason of any matter, cause, or thing whatsoever from the beginning of the world to the day of this release arising from the Action including, but not by way of limitation, any claims brought in the Action, which could have been brought in the Action or which arise from or relate to the policy of life insurance and/or premium financing for such life insurance policy issued upon the life of Irwin Shapiro, which are the subject of the Action.

Cambridge Financing Company

By: _____
Its: _____

The Estate of Simon Bernstein

_____
By: Robert A. Spallina, Co-personal representative

_____
By: Donald R. Tescher, Co-Personal Representative

_____
William W. Brauer

_____
David Kleinhandler

FTL108,930,225 1

by facsimile, electronic signatures, or such other similar signatures of any party to this Agreement and to any attachment or exhibit to this Agreement shall have the same force and effect as original signatures.

12. **Modification:** This Agreement cannot be modified orally or in any manner other than by agreement in writing signed by the party against whom enforcement is sought.

13. **Attorneys Fees In Enforcing Agreement:** In the event of any litigation to enforce or interpret this Agreement or any of the terms and/or conditions incorporated herein, the prevailing party to such litigation shall be entitled to recover its reasonable attorneys' fees and costs incurred by it through all trial and appellate levels of litigation from the non-prevailing party.

14. **No Admission of Liability.** Each of the Parties hereby acknowledges and agrees that entry into this Agreement is not intended to be and shall not be deemed an admission of liability or wrongdoing by any of the Parties.

15. **Confidentiality.** The Parties hereto understand and agree that the terms of this Agreement shall be kept confidential and that, absent court order directing disclosure, they will not reveal or cause to be revealed any of these terms to any third party other than their attorneys, immediate family members, accountants and tax professionals or as may be required by law. The Parties and their respective attorneys agree that they will not in any way publicize or cause to be publicized in any news or communications media, including but not limited to, newspapers, magazines, journals, radio or television, the terms and conditions of this Agreement. The Parties further agree not to make any disparaging or derogatory remarks about the other Party to any third parties.

Signed and agreed to as of the date first written above.

_____
By: Irwin Shapiro
Date: October __, 2012

The Estate of Simon Bernstein

_____
By: Robert L. Spallina, Co-Personal Representative

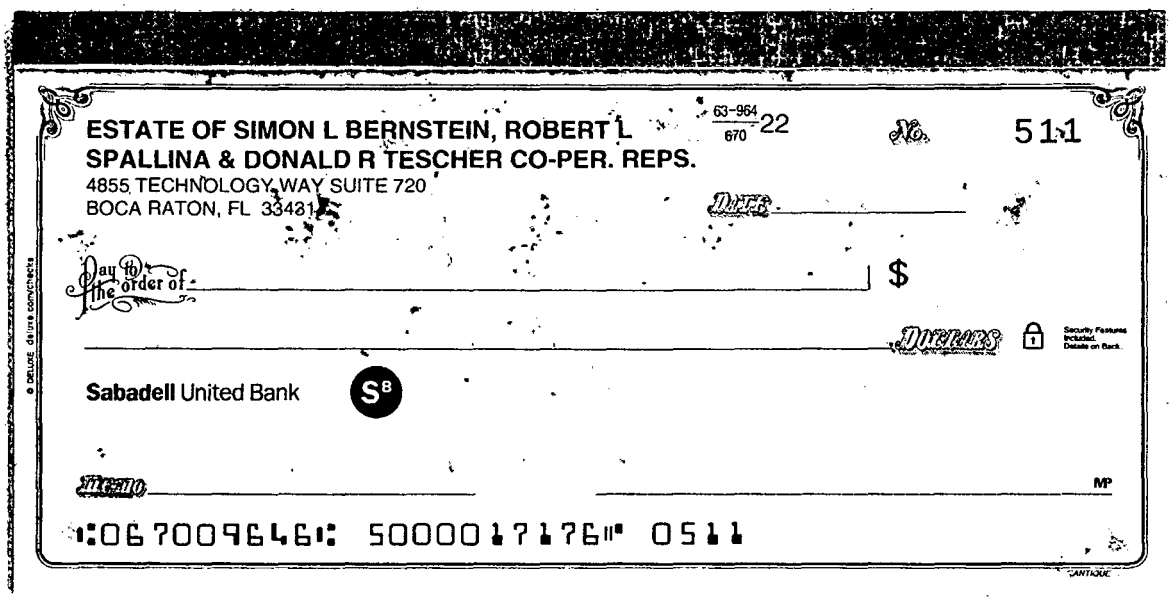
_____
By: Donald R. Tescher, Co-Personal Representative
Date: October 10, 2012

Cambridge Financing Company

_____
By:_____
Its:_____
Date: October __, 2012

Bernstein
Sabadell Account 941-4

11187.006



ESTATE OF SIMON L BERNSTEIN, ROBERT L SPALLINA & DONALD R TESCHER CO-PER. REPS.
4855 TECHNOLOGY WAY SUITE 720
BOCA RATON, FL 33431

63-964 / 670 22

No. 511

DATE

Pay to the order of $

DOLLARS

Security Features Included. Details on Back.

Sabadell United Bank

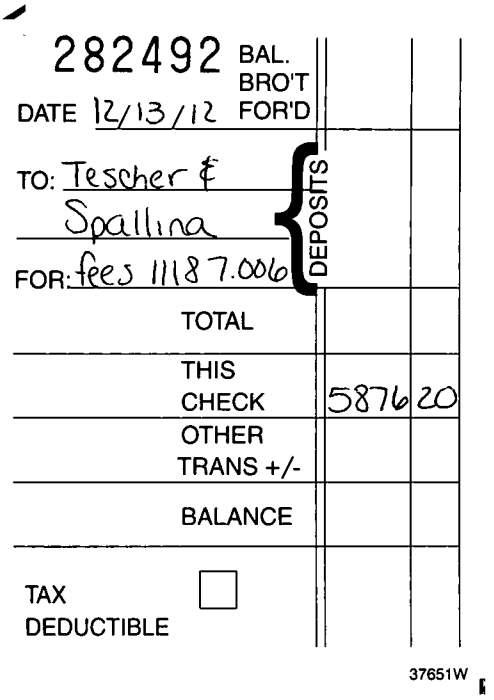
MEMO

MP

⑆067009646⑆ 500001717611 0511

DC Debit Card | ATM Teller Withdrawal | AD Automatic Deposit | AP Automatic Payment | BP Online Bill Pay | T Online or Phone Transfer

NUMBER OR CODE	DATE	TRANSACTION DESCRIPTION	PAYMENT, FEE WITHDRAWAL (–)	✓	FEE	DEPOSIT, CREDIT (+)	$
501	2/15	Tescher & Spallina	$23,226 27			$	
502	2/27	Mark Manceri P.A. Trust Acct	5000 00				
503	5/30	A. Matteini & Co., LLC jewelry appraisal	237 50				
504	6/10	Mark A. Manceri PA inv dtd May 31 2013	3797 50				
505	6/24	Tescher & Spallina PA	20,000 00				
506	6/26	Tescher & Spallina P.A.	301 73				
507	9/17	Mark R Manceri PA Aug 30 2013 invoice	1448 00				
508	11/26	Mark R. Manceri PA Oct 31 2013 inv	1053 00				
509	12/24	Mark R. Manceri PA Nov 29 invoice	2446 00				
510	12/26	Tescher & Spallina PA	8,800 00				



282492

DATE 12/13/12

BAL. BRO'T FOR'D

TO: Tescher & Spallina

FOR: fees 11187.006

DEPOSITS

TOTAL

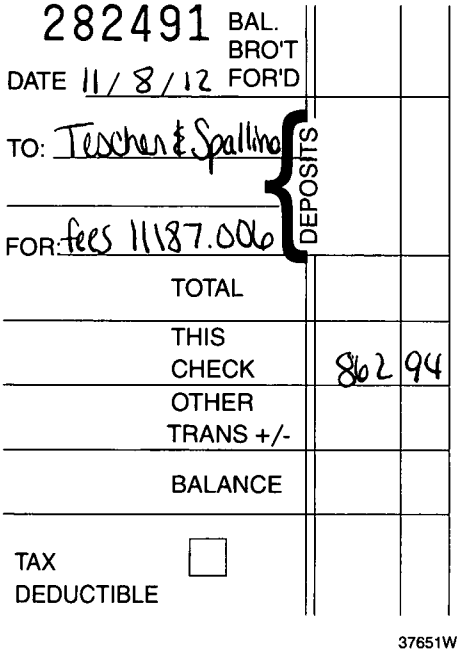
THIS CHECK 5876 20

OTHER TRANS +/-

BALANCE

TAX DEDUCTIBLE ☐

37651W


282491
BAL. BRO'T FOR'D
DATE 11/8/12
TO: Teschner & Spalding
FOR: fees 11187.006
DEPOSITS
TOTAL
THIS CHECK
862 94
OTHER TRANS +/-
BALANCE
TAX DEDUCTIBLE
37651W

Depositor's Receipt

Sabadell

TR:19 21-175 09/25/13 12:17 PM
XXXXXX7176 Ck Deposit $7,685.00
CI CO
Thank you for banking with us.

Sabadell United Bank, N.A., Member Federal Deposit Insurance Corporation

Receipt is acknowledged of the customer's deposit slip which reflects a deposit in the sum stated above. The amount of any checks deposited are subject to subsequent verification by the Bank's proofing operations. If any discrepancy is found in the deposit totals, depositor will be advised of such discrepancy and the depositor's account will be adjusted accordingly. In no event shall the Bank be responsible for any discrepancy or error on the depositor's deposit slip.

Form #45 Rev. (02/12)

Depositor's Receipt

Sabadell

TR:132 50-5 11/02/12 06:00 PM
XXXXXX7176 Ck Deposit $206.63
CI CO
Thank you for banking with us.

Sabadell United Bank, N.A., Member Federal Deposit Insurance Corporation

Receipt is acknowledged of the customer's deposit slip which reflects a deposit in the sum stated above. The amount of any checks deposited are subject to subsequent verification by the Bank's proofing operations. If any discrepancy is found in the deposit totals, depositor will be advised of such discrepancy and the depositor's account will be adjusted accordingly. In no event shall the Bank be responsible for any discrepancy or error on the depositor's deposit slip.

Form #45 Rev. (02/12)

282493 BAL. BRO'T FOR'D

DATE / /

TO: _____

_____

FOR: _____

DEPOSITS

TOTAL

THIS CHECK

OTHER TRANS +/-

BALANCE

TAX DEDUCTIBLE ☐

37651W

THE FACE OF THIS DOCUMENT HAS MICROPRINTING. DO NOT CASH IF MISSING.

No. 282493

NAME _____

ACCOUNT NO. _____

DATE _____ 63-964 / 670

AMOUNT

$

PAY TO THE ORDER OF _____

_____ DOLLARS

Security Features Included. Details on back.

Sabadell United Bank SB

FOR _____

_____ MP

AUTHORIZED SIGNATURE

⑈282493⑈ ⑆067009646⑆ 500001717 6⑈

TS005562

282494 BAL. BRO'T FOR'D

DATE / /

TO:

DEPOSITS

FOR:

TOTAL

THIS CHECK

OTHER TRANS +/-

BALANCE

TAX DEDUCTIBLE ☐

37651W

THE FACE OF THIS DOCUMENT HAS MICROPRINTING. DO NOT CASH IF MISSING.

No. 282494

NAME

ACCOUNT NO.

DATE 63-964 / 670

AMOUNT

PAY TO THE ORDER OF $

DOLLARS

Security Features Included. Details on back.

Sabadell United Bank SB

FOR

AUTHORIZED SIGNATURE MP

⑈282494⑈ ⑆067009646⑆ 500001717 6⑈

TS005563

Depositor's Receipt

Sabadell

TR:50 50-2 01/18/13 05:32 PM
XXXXXX5770 Ck Deposit $7,896.70
CI CO
Thank you for banking with us.

Sabadell United Bank, N.A., Member Federal Deposit Insurance Corporation

Receipt is acknowledged of the customer's deposit slip which reflects a deposit in the sum stated above. The amount of any checks deposited are subject to subsequent verification by the Bank's proofing operations. If any discrepancy is found in the deposit totals, depositor will be advised of such discrepancy and the depositor's account will be adjusted accordingly. In no event shall the Bank be responsible for any discrepancy or error on the depositor's deposit slip.

Form #45 Rev. (02/12)

ESTATE OF SIMON L BERNSTEIN, ROBERT L
SPALLINA & DONALD R TESCHER CO-PER. REPS.
4855 TECHNOLOGY WAY SUITE 720
BOCA RATON, FL 33431

63-964/670 22

Reorder Checks Now
deluxe.com/checks

Sabadell United Bank

It's as easy as 1-2-3

1. Check if the information on this reorder form is correct.
2. Reorder - Choose Your Method
   deluxe.com/checks 877-838-5287
3. Have account information ready and place your order.

⑈067009646⑈ 500001717б⑈ 0551

Depositor's Receipt

Sabadell

TR:94 50-3 02/15/13 05:37 PM
XXXXXX7176 Ck Deposit $4,360.00
CI CO
Thank you for banking with us.

Sabadell United Bank, N.A., Member Federal Deposit Insurance Corporation

Receipt is acknowledged of the customer's deposit slip which reflects a deposit in the sum stated above. The amount of any checks deposited are subject to subsequent verification by the Bank's proofing operations. If any discrepancy is found in the deposit totals, depositor will be advised of such discrepancy and the depositor's account will be adjusted accordingly. In no event shall the Bank be responsible for any discrepancy or error on the depositor's deposit slip.

Form #45 Rev. (02/12)

Signature Verification

Sabadell United Bank

Date: 10/12/12

Temporary Check No.(s) / Range:	Total #:

Account Name:

Account Number:

X

Customer Signature:

Verified By:	Fee:	Approving Initials:

SForm #98 Rev. 3/10

Depositor's Receipt

Sabadell

TR:54 50-2 01/18/13 05:35 PM
XXXXXX7176 Ck Deposit $50,800.08
CI CO
Thank you for banking with us.

Sabadell United Bank, N.A., Member Federal Deposit Insurance Corporation

Receipt is acknowledged of the customer's deposit slip which reflects a deposit in the sum stated above. The amount of any checks deposited are subject to subsequent verification by the Bank's proofing operations. If any discrepancy is found in the deposit totals, depositor will be advised of such discrepancy and the depositor's account will be adjusted accordingly. In no event shall the Bank be responsible for any discrepancy or error on the depositor's deposit slip.

Form #45 Rev. (02/12)

UNITED STATES LIFE INSURANCE CO IN THE CITY OF NEW YORK

DATE	CHECK NO	SYSTEM
01/11/2013	0005137711	CPRUS

ROBERT SPALLINA
4855 TECHNOLOGY WAY STE 720
BOCA RATON, FL 33431

EXPLANATION	AMOUNT
111907UI00 CLAIM NUMBER: 12D01236USL CLAIM PROCEEDS----------	50,800.08
5136002	

INSURED	POLICY NUMBER	CHECK AMOUNT
BERNSTEIN, SIMON	UD000166N	50,800.08

Depositor's Receipt

Sabadell

TR:131 50-3 01/25/13 05:48 PM
XXXXXX7176 Ck Deposit $369.25
CI CO
Thank you for banking with us.

Sabadell United Bank, N.A., Member Federal Deposit Insurance Corporation

Receipt is acknowledged of the customer's deposit slip which reflects a deposit in the sum stated above. The amount of any checks deposited are subject to subsequent verification by the Bank's proofing operations. If any discrepancy is found in the deposit totals, depositor will be advised of such discrepancy and the depositor's account will be adjusted accordingly. In no event shall the Bank be responsible for any discrepancy or error on the depositor's deposit slip.

Form #45 Rev. (02/12)

LEGACY BANK
of Florida

THE PURCHASE OF AN INDEMNITY BOND WILL BE REQUIRED
BEFORE THIS CHECK WILL BE REPLACED OR REFUNDED
IN THE EVENT IT IS LOST, DESTROYED OR STOLEN.

009107

Jan 23, 2013

ESTATE OF SIMON BERNSTEIN

$369.25

Three Hundred Sixty Nine and 25/100********

REMITTER: SIMON BERNSTEIN

MEMO: CLOSE ACCT 15002587

Sabadell

FOR MODERN TIMES, A CLASSIC BANK™

Statement of Account

Last statement: December 05, 2013
This statement: January 03, 2014
Total days in statement period: 29

500-001717-6

Direct inquiries to:
561 750-0075

ESTATE OF SIMON L BERNSTEIN
ROBERT L SPALLINA & DONALD R TESCHER CO-
PERSONAL REPRESENTATIVES
C/O TESCHER & SPALLINA
4855 TECHNOLOGY WAY SUITE 720
BOCA RATON FL 33431

Sabadell United Bank, N.A.
1801 North Military Trail
Boca Raton, FL 33431-6395

2

Summary of Account Balance

Account	Number	Ending Balance
Non Personal Int Checking	500-001717-6	$29,269.44

Non Personal Int Checking

Account number
500-001717-6

2 Enclosures

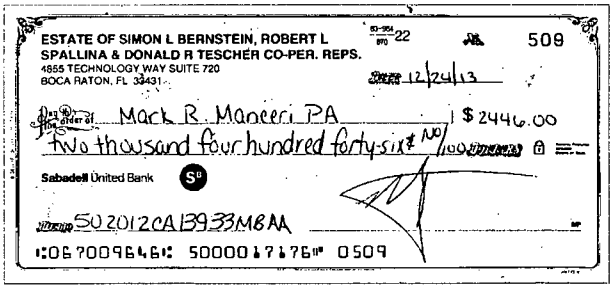
Beginning balance	$10,512.51		
Interest paid year to date	$2.93		
Total additions	$30,002.93	Total subtractions	$-11,246.00

Number	*Date*	*Amount*	*Number*	*Date*	*Amount*
509	01-03	2,446.00	510	12-27	8,800.00

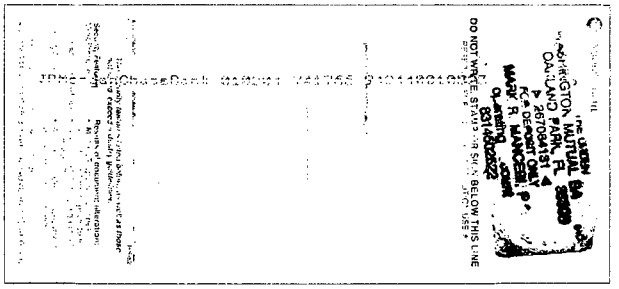
Date	*Description*	*Additions*	*Subtractions*
12-18	#Deposit	30,000.00	
01-03	#Interest	2.93	

Daily balances

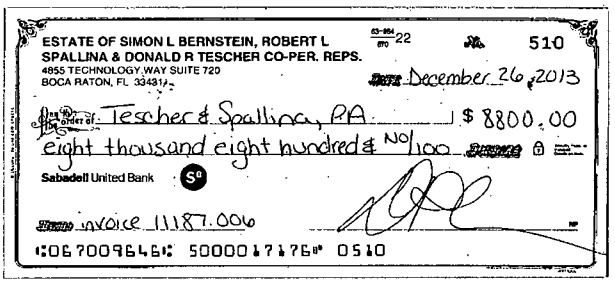
Date	*Amount*	*Date*	*Amount*	*Date*	*Amount*
12-05	10,512.51	12-27	31,712.51		
12-18	40,512.51	01-03	29,269.44		


ESTATE OF SIMON L BERNSTEIN, ROBERT L
SPALLINA & DONALD R TESCHER CO-PER. REPS.
4855 TECHNOLOGY WAY SUITE 720
BOCA RATON, FL 33431
509
12/24/13
Mark R. Manceri PA $ 2446.00
two thousand four hundred forty-six & NO/100
Sabadell United Bank
502012CA13933MBAA
⑆067009646⑆ 5000017176⑈ 0509

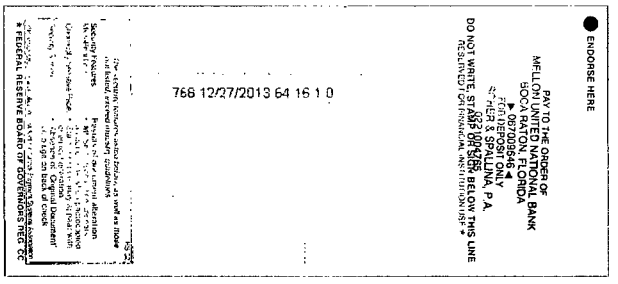
Ck #: 509 - 01/03/2014 - Amt: $2,446.00


THE UNITED
WASHINGTON MUTUAL BA
OAKLAND PARK, FL
▶ 267084131 ◀
FOR DEPOSIT ONLY
MARK R. MANCERI, P.A.
Operating Account
8314500522
DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

Ck #: 509 - 01/03/2014 - Amt: $2,446.00


ESTATE OF SIMON L BERNSTEIN, ROBERT L
SPALLINA & DONALD R TESCHER CO-PER. REPS.
4855 TECHNOLOGY WAY SUITE 720
BOCA RATON, FL 33431
510
December 26, 2013
Tescher & Spallina, PA $ 8800.00
eight thousand eight hundred & NO/100
Sabadell United Bank
invoice 11187.006
⑆067009646⑆ 5000017176⑈ 0510

Ck #: 510 - 12/27/2013 - Amt: $8,800.00


ENDORSE HERE
PAY TO THE ORDER OF
MELLON UNITED NATIONAL BANK
BOCA RATON, FLORIDA
▶ 067009646 ◀
FOR DEPOSIT ONLY
TESCHER & SPALLINA, P.A.
DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE
766 12/27/2013 64 16 1 0
FEDERAL RESERVE BOARD OF GOVERNORS REG CC

Ck #: 510 - 12/27/2013 - Amt: $8,800.00

Sabadell

FOR MODERN TIMES, A CLASSIC BANK.™

Balance Your Account

This form is provided to help you balance your checking account statement.

Adjust balance in checkbook for service charge and other bank charges and credits shown on bank statement not recorded in checkbook.

See that all deposits made by you are properly credited.

See that all checks enclosed in your statement are checks issued by you.

Compare each paid check to your checkbook stubs.

List all checks outstanding in space provided.

Checks Outstanding

Check No.	Amount	
Total		

1

Check off (✔) checks appearing on your statement. Those checks not checked off (✔) should be recorded in the checks outstanding column.

2

Enter your checkbook balance.		
Add any deposits or other credits made to your account through transfers, interest, etc. as shown on this statement. (Be sure to enter these in your checkbook).		
Subtotal		
Subtract account service charges (if any)		
Adjusted checkbook balance		**A**

3

Bank balance shown on this statement		
Add Deposits shown in your checkbook but not shown on this statement, because they were made and received after date of this statement.		
Subtotal		
Subtract checks outstanding		
Adjusted bank balance		**B**

Your checkbook is in balance if line **A** agrees with line **B**.

This is the statement of your account at **Sabadell United Bank, N.A.**, member FDIC. Deposits in Sabadell Bank & Trust, wealth management division of Sabadell United Bank, N.A. and other divisions of Sabadell United Bank, N.A. are included within Sabadell United Bank, N.A.'s FDIC insurance coverage and are not separately insured. Sabadell Bank & Trust℠ is a service mark of Banco de Sabadell, S.A. and a trade name of Sabadell United Bank©, N.A.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Telephone or write the SABADELL UNITED BANK, N. A. office which has its telephone number and address printed on the front of this statement as soon as you can. If you think your statement or receipt is wrong or you need more information about a transfer on the statement or receipt.

We must hear from you no later than 60 days after we sent the FIRST statement on which the error or problem appeared.

(1) Tell us your name and account number.

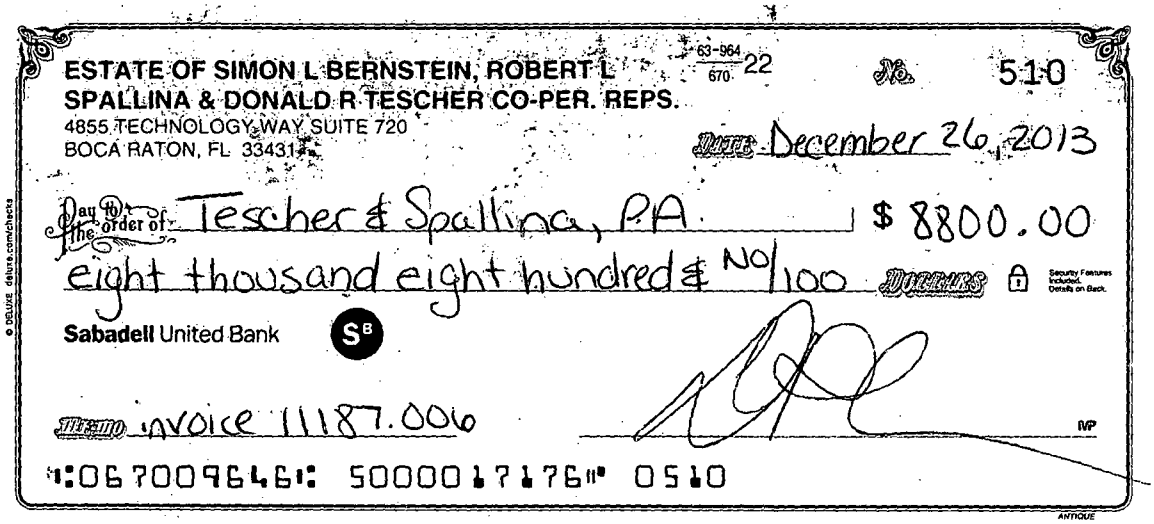
(2) Describe the error or transfer you are unsure about, and explain, as clearly as you can, why you believe an error or why you need more information.

(3) Tell us the dollar amount of the suspected error. If you tell us about an error orally, we may require that you send us your complaint or question in writing within ten (10) business days.

NOTICE TO CONSUMERS:

We will investigate your complaint and will correct any error promptly. If we take more than ten (10) business days to do this, we will PROVISIONALLY recredit your account for the amount you think is in error, so that you will have the use of this money during the time it takes us to complete our investigation. If we have asked you to put your complaint or question in writing and we do not receive it within ten (10) business days, we will not recredit your account. We may take up to forty-five (45) days to investigate your question or complaint. If we conclude there was no error, we will send you an explanation of our findings within three (3) business days after our completion of the investigation. At your request, we will send you copies of the documents we relied in reaching a decision. SABADELL UNITED BANK, N. A. is open for inquiry each business day, Monday through Friday, except for legal holidays.

We suggest you retain this statement for your records.



ESTATE OF SIMON L BERNSTEIN, ROBERT L SPALLINA & DONALD R TESCHER CO-PER. REPS.
4855 TECHNOLOGY WAY SUITE 720
BOCA RATON, FL 33431

63-964/670 22

No. 510

DATE December 26, 2013

Pay to the order of Tescher & Spallina, P.A. $ 8800.00

eight thousand eight hundred & NO/100 DOLLARS

Security Features Included. Details on Back.

Sabadell United Bank

MEMO invoice 11187.006

IVP

⑆067009646⑆ 5000017176⑈ 0510

© DELUXE deluxe.com/checks

ANTIQUE

Sabadell

FOR MODERN TIMES, A CLASSIC BANK™

Balance Your Account

This form is provided to help you balance your checking account statement.

Adjust balance in checkbook for service charge and other bank charges and credits shown on bank statement not recorded in checkbook.

See that all deposits made by you are properly credited.

See that all checks enclosed in your statement are checks issued by you.

Compare each paid check to your checkbook stubs.

List all checks outstanding in space provided.

Checks Outstanding

Check No.	Amount	
Total		

1

Check off (✔) checks appearing on your statement. Those checks not checked off (✔) should be recorded in the checks outstanding column.

2

Enter your checkbook balance			
Add any deposits or other credits made to your account through transfers, interest, etc. as shown on this statement. (Be sure to enter these in your checkbook).			
Subtotal			
Subtract account service charges (if any)			
Adjusted checkbook balance			**A**

3

Bank balance shown on this statement			
Add Deposits shown in your checkbook but not shown on this statement, because they were made and received after date of this statement.			
Subtotal			
Subtract checks outstanding			
Adjusted bank balance			**B**

Your checkbook is in balance if line **A** agrees with line **B**.

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We must hear from you no later than 60 days after we sent the FIRST statement on which the error or problem appeared.

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(2) Describe the error or transfer you are unsure about, and explain, as clearly as you can, why you believe an error or why you need more information.

(3) Tell us the dollar amount of the suspected error. If you tell us about an error orally, we may require that you send us your complaint or question in writing within ten (10) business days.

NOTICE TO CONSUMERS:

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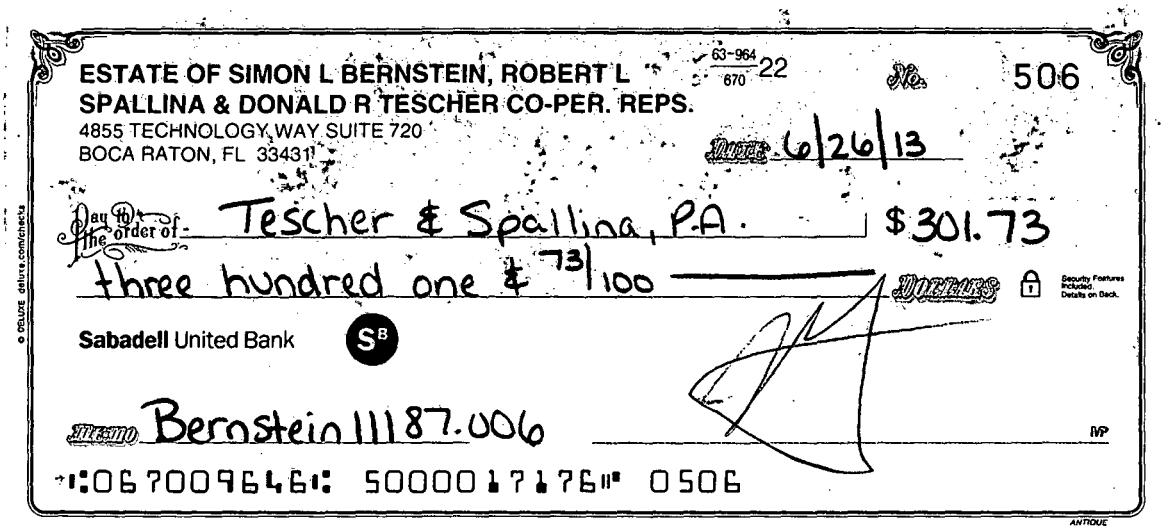
We suggest you retain this statement for your records.



ESTATE OF SIMON L BERNSTEIN, ROBERT L SPALLINA & DONALD R TESCHER CO-PER. REPS.
4855 TECHNOLOGY WAY SUITE 720
BOCA RATON, FL 33431

63-964/670 22

No. 506

DATE 6/26/13

Pay to the order of Tescher & Spallina, P.A. $301.73

three hundred one & 73/100 DOLLARS

Security Features Included. Details on Back.

Sabadell United Bank

MEMO Bernstein 11187.006

⑆067009646⑆ 5000017176⑈ 0506

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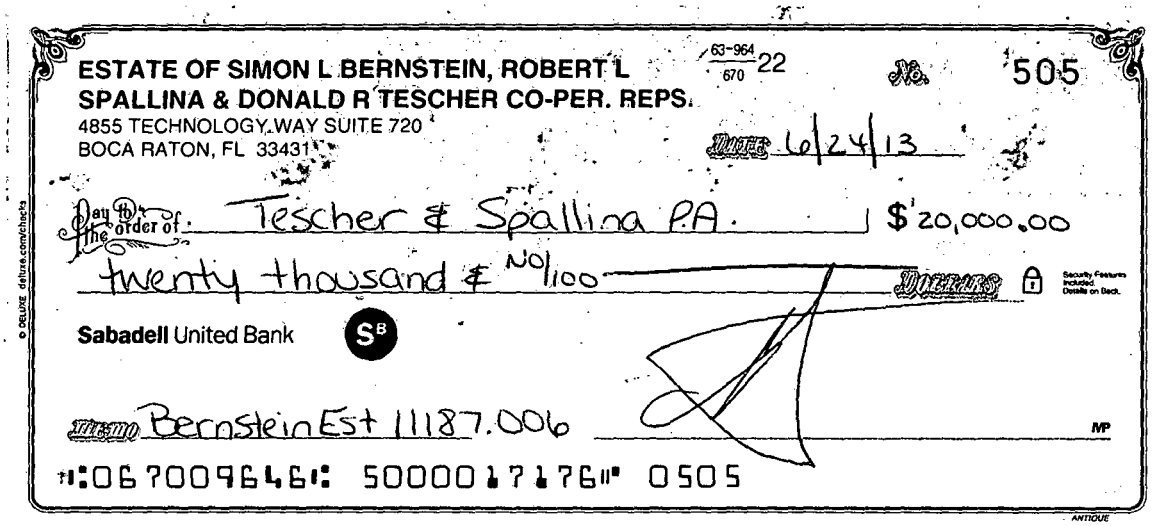
ANTIQUE



ESTATE OF SIMON L BERNSTEIN, ROBERT L
SPALLINA & DONALD R TESCHER CO-PER. REPS.
4855 TECHNOLOGY WAY SUITE 720
BOCA RATON, FL 33431

63-964 / 670 22

No. 505

Date 6/24/13

Pay to the order of Tescher & Spallina PA. $ 20,000.00

twenty thousand & NO/100 Dollars

Security Features Included Details on Back.

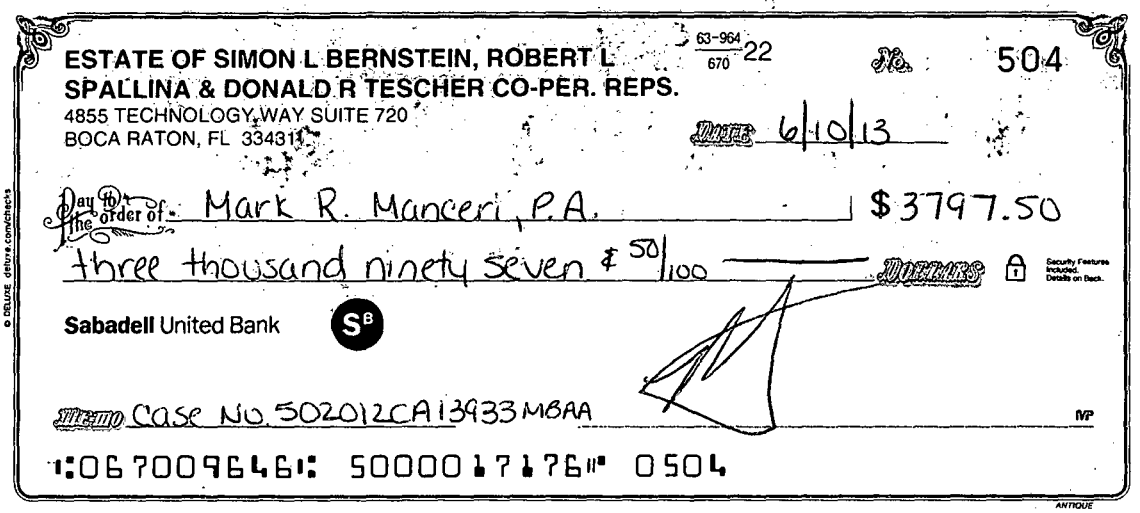
Sabadell United Bank

Memo Bernstein Est 11187.006

MP

⑈067009646⑈ 500001717 6⑈ 0505

ANTIQUE



ESTATE OF SIMON L BERNSTEIN, ROBERT L SPALLINA & DONALD R TESCHER CO-PER. REPS.
4855 TECHNOLOGY WAY SUITE 720
BOCA RATON, FL 33431

63-964/670 22

No. 504

DATE 6/10/13

Pay to the order of Mark R. Manceri, P.A. $3797.50

three thousand ninety seven & 50/100 DOLLARS

Security Features Included. Details on Back.

Sabadell United Bank

MEMO Case No. 502012CA13933MBAA

⑆067009646⑆ 5000017176⑈ 0504

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ANTIQUE

Mark R. Manceri, P.A.
ATTORNEY AND COUNSELOR AT LAW
2929 EAST COMMERCIAL BOULEVARD - SUITE 702
FORT LAUDERDALE, FLORIDA 33308

MARK R. MANCERI

FLORIDA BAR BOARD CERTIFIED
WILLS, TRUSTS AND ESTATES

TELEPHONE (954) 491-7099
FACSIMILE (954) 771-0545

May 31, 2013

FOR SERVICES RENDERED THROUGH DATE OF STATEMENT

Donald R. Tescher, Esq.
Robert L. Spallina, Esq.
Tescher and Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton FL 33431

RE: STANSBURY v. BERNSTEIN, ET.AL.
CASE NO.: 502012CA13933 MB AA

CURRENT CHARGES:

		Hours	*Amount*
05/09/2013	Receipt and review e-mail from Robert Spallina.	0.10	39.50
05/10/2013	Receipt and review e-mail from Robert Spallina with Orders.	0.20	79.00
05/13/2013	Receipt and review e-mails from Alan Rose, Esq.; receipt and review e-mails from Donal Tescher, Esq.; receipt and review Bernstein Trust Motion to Dismiss; prepare correspondence to Donald Tescher, Esq.; receipt and review correspondence from Robert Spallina, Esq.	0.70	276.50
05/14/2013	Receipt and review Clint Bernstein pleadings from Robert Spallina, Esq.	0.80	316.00
05/15/2013	Instructions to Legal Assistant; receipt and review Bernstein, et.al. Motion for Extension of Time; prepare correspondence to Donald Tescher, Esq.	0.20	79.00
05/17/2013	Receipt and review correspondence from Peter Feaman, Esq.; receipt and review Memo from Legal Assistant; receipt and review e-mails from Alan Rose, Esq.; receipt and review e-mails from Peter Feaman, Esq.; receipt and review e-mail from Christine Yates, Esq.; telephone conference call with Robert Spallina, Esq. and Christine Yates, Esq.; review file; receipt and review Notice of Non-Party Production; prepare correspondence to Donald	1.80	711.00

		Hours	*Amount*
	Tescher, Esq.		
05/20/2013	Receipt and review e-mail from Kimberly Moran at Tescher & Spallina.	0.20	79.00
05/22/2013	Receipt and review Request for Notices and Copies from Peter Feaman, Esq.	0.10	39.50
05/23/2013	Receipt and review e-mails from Peter Feaman, Esq.; prepare e-mail to Peter Feaman, Esq.; receipt and review Amended Notice of Production from Non-Party; review file.	0.40	158.00
05/28/2013	Prepare correspondence to Donald Tescher, Esq.; receipt and review correspondence from Alan Rose, Esq.	0.20	79.00
05/29/2013	Prepare correspondence to Donald Tescher, Esq.	0.10	39.50
05/31/2013	Receipt and review Defendants Supplemental Response to Request to Produce; receipt and review Defendants First Request to Produce; receipt and review e-mails from Alan Rose, Esq. with Production; prepare correspondence to Donald Tescher, Esq.	0.60	237.00
	ATTORNEY'S FEES AT $395.00 PER HOUR:	***5.40***	***$2,133.00***
	ADVANCED CLIENT COSTS:		
	Photocopying Charges		163.00
	Postage		11.00
	TOTAL ADVANCED CLIENT COSTS:		***$174.00***
	TOTAL CURRENT CHARGES:		***$2,307.00***
	PREVIOUS BALANCE		***$1,490.50***
	TOTAL NOW DUE		***$3,797.50***

PLEASE REVIEW THIS STATEMENT CAREFULLY AND COMPLETELY. IF YOU HAVE AN OBJECTION(S) TO ANY ENTRY, YOU ARE TO ADVISE US, IN WRITING, WITHIN TEN (10) DAYS OF YOUR RECEIPT OF THIS STATEMENT. IF WE DO NOT RECEIVE ANY SUCH OBJECTION(S) WE WILL ASSUME THIS STATEMENT MEETS WITH YOUR APPROVAL.

ALL BALANCES DUE MORE THAN THIRTY (30) DAYS WILL ACCRUE INTEREST AT 1.5% PER MONTH
THANK YOU.

Sabadell

FOR MODERN TIMES. A CLASSIC BANK.

Statement of Account

Last statement: May 03, 2013
This statement: June 05, 2013
Total days in statement period: 33

500-001717-6

Direct inquiries to:
561 750-0075

ESTATE OF SIMON L.BERNSTEIN
ROBERT L SPALLINA & DONALD R TESCHER CO-
PERSONAL REPRESENTATIVES
C/O TESCHER & SPALLINA
4855 TECHNOLOGY WAY SUITE 720
BOCA RATON FL 33431

Sabadell United Bank, N.A.
1801 North Military Trail
Boca Raton, FL 33431-6395

Summary of Account Balance

Account	Number	Ending Balance
Non Personal Int Checking	500-001717-6	$29,180.22

Non Personal Int Checking

Account number
500-001717-6

1 Enclosure

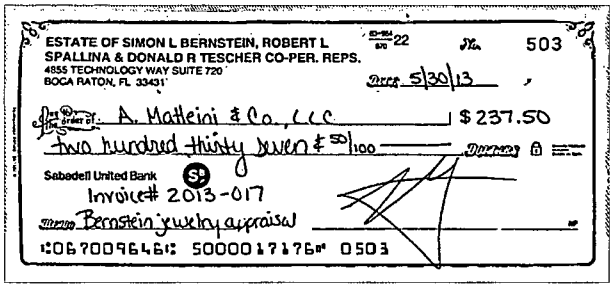
Beginning balance	$29,413.73		
Interest paid year to date	$29.21		
Total additions	$3.99	Total subtractions	$-237.50

Number	*Date*	*Amount*	*Number*	*Date*	*Amount*
503	06-05	237.50			

Date	*Description*	*Additions*	*Subtractions*
06-05	#Interest	3.99	

Daily balances

Date	*Amount*	*Date*	*Amount*	*Date*	*Amount*
05-03	29,413.73	06-05	29,180.22		


ESTATE OF SIMON L BERNSTEIN, ROBERT L SPALLINA & DONALD R TESCHER CO-PER. REPS.
4855 TECHNOLOGY WAY SUITE 720
BOCA RATON, FL 33431

22 503

Date 5/30/13

Pay to the Order of A. Matteini & Co., LLC $ 237.50

two hundred thirty seven & 50/100 Dollars

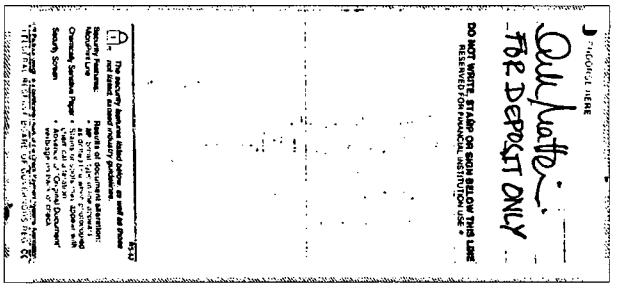
Sabadell United Bank

Invoice# 2013-017

Memo Bernstein jewelry appraisal

⑆067009646⑆ 5000017176⑈ 0503

Ck #: 503 - 06/05/2013 - Amt: $237.50


PINCH HERE

Ann Matteini

FOR DEPOSIT ONLY

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

Ck #: 503 - 06/05/2013 - Amt: $237.50

Sabadell

FOR MODERN TIMES, A CLASSIC BANK™

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See that all checks enclosed in your statement are checks issued by you.

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List all checks outstanding in space provided.

Checks Outstanding

Check No.	Amount	
Total		

1

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2

Enter your checkbook balance			
Add any deposits or other credits made to your account through transfers, interest, etc. as shown on this statement. (Be sure to enter these in your checkbook).			
Subtotal			
Subtract account service charges (if any)			
Adjusted checkbook balance			**A**

3

Bank balance shown on this statement			
Add Deposits shown in your checkbook but not shown on this statement, because they were made and received after date of this statement.			
Subtotal			
Subtract checks outstanding			
Adjusted bank balance			**B**

Your checkbook is in balance if line **A** agrees with line **B**.

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(1) Tell us your name and account number.

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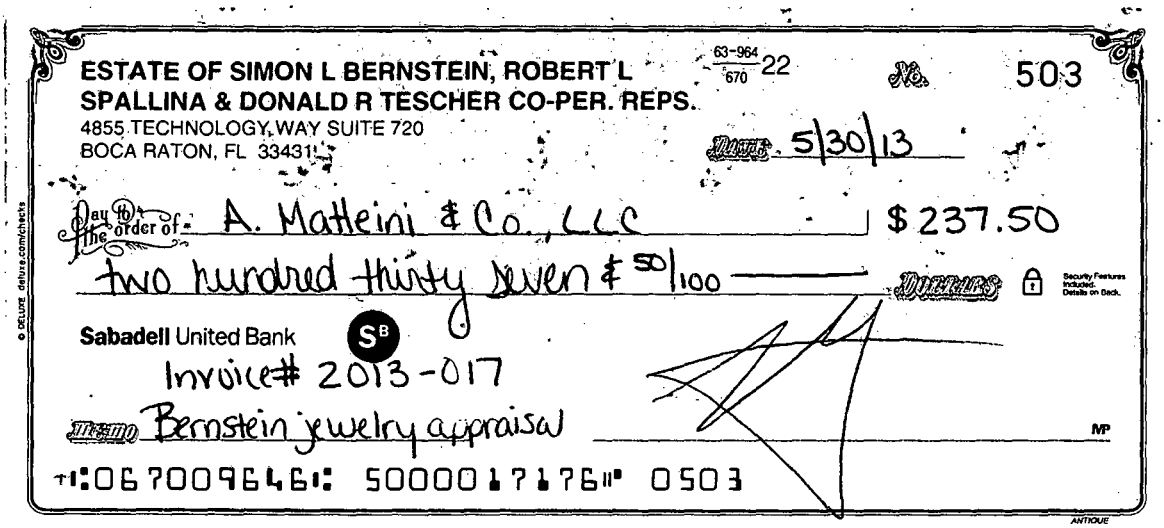
(3) Tell us the dollar amount of the suspected error. If you tell us about an error orally, we may require that you send us your complaint or question in writing within ten (10) business days.

NOTICE TO CONSUMERS:

We will investigate your complaint and will correct any error promptly. If we take more than ten (10) business days to do this, we will PROVISIONALLY recredit your account for the amount you think is in error, so that you will have the use of this money during the time it takes us to complete our investigation. If we have asked you to put your complaint or question in writing and we do not receive it within ten (10) business days, we will not recredit your account. We may take up to forty-five (45) days to investigate your question or complaint. If we conclude there was no error, we will send you an explanation of our findings within three (3) business days after our completion of the investigation. At your request, we will send you copies of the documents we relied in reaching a decision. SABADELL UNITED BANK, N. A. is open for inquiry each business day, Monday through Friday, except for legal holidays.

We suggest you retain this statement for your records.



ESTATE OF SIMON L BERNSTEIN, ROBERT L SPALLINA & DONALD R TESCHER CO-PER. REPS.
4855 TECHNOLOGY WAY SUITE 720
BOCA RATON, FL 33431

63-964/670 22

No. 503

Date 5/30/13

Pay To The Order Of A. Matteini & Co., LLC $237.50

two hundred thirty seven & 50/100 Dollars

Security Features Included. Details on Back.

Sabadell United Bank

Invoice# 2013-017

Memo Bernstein jewelry appraisal

⑆067009646⑆ 50000171761" 0503

A. Matteini & Co. LLC
Post Office Box 430074
South Miami, FL 33243

Invoice No. 2013-017

INVOICE

Customer

Name	The Estate of Simon Bernstein C/O Tescher & Spallina
Address	4855 Technology Way, Ste 720
City	Boca Raton State FL ZIP 33431
Phone	

Misc

Date	5/28/2013
Order No.	
Rep	
FOB	

Qty	Description	Unit Price	TOTAL
1.5	On-site inspection, appraisal of jewelry at Tescher & Spallina 5/14/13	$125.00	$187.50
2	Research and report preparation	$125.00	$250.00

SubTotal	
Shipping	
Tax Rate(s)	
TOTAL DUE	$237.50

Credit Card Info

Name on Card _____
Card Number _____
Expiration Date _____
CVV _____
Billing ZIP Code _____

Office Use Only

Sabadell

FOR MODERN TIMES, A CLASSIC BANK™

Statement of Account

Last statement: April 05, 2013
This statement: May 03, 2013
Total days in statement period: 28

500-001717-6

Direct inquiries to:
561 750-0075

ESTATE OF SIMON L BERNSTEIN
ROBERT L SPALLINA & DONALD R TESCHER CO-
PERSONAL REPRESENTATIVES
C/O TESCHER & SPALLINA
4855 TECHNOLOGY WAY SUITE 720
BOCA RATON FL 33431

Sabadell United Bank, N.A.
1801 North Military Trail
Boca Raton, FL 33431-6395

0

Summary of Account Balance

Account	Number	Ending Balance
Non Personal Int Checking	500-001717-6	$29,413.73

Non Personal Int Checking

Account number
500-001717-6

Beginning balance	$29,408.81		
Interest paid year to date	$25.22		
Total additions	$4.92	Total subtractions	$-0.00

Date	*Description*	*Additions*	*Subtractions*
05-03	#Interest	4.92	

Daily balances

Date	*Amount*	*Date*	*Amount*	*Date*	*Amount*
04-05	29,408.81	05-03	29,413.73		

Sabadell

FOR MODERN TIMES. A CLASSIC BANK.

Statement of Account

Last statement: March 05, 2013
This statement: April 05, 2013
Total days in statement period: 31

500-001717-6

Direct inquiries to:
561 750-0075

ESTATE OF SIMON L BERNSTEIN
ROBERT L SPALLINA & DONALD R TESCHER CO-
PERSONAL REPRESENTATIVES
C/O TESCHER & SPALLINA
4855 TECHNOLOGY WAY SUITE 720
BOCA RATON FL 33431

Sabadell United Bank, N.A.
1801 North Military Trail
Boca Raton, FL 33431-6395

0

Summary of Account Balance

Account	Number	Ending Balance
Non Personal Int Checking	500-001717-6	$29,408.81

Non Personal Int Checking

Account number
500-001717-6

Beginning balance	$29,402.57		
Interest paid year to date	$20.30		
Total additions	$6.24	Total subtractions	$-0.00

Date	*Description*	*Additions*	*Subtractions*
04-05	#Interest	6.24	

Daily balances

Date	*Amount*	*Date*	*Amount*	*Date*	*Amount*
03-05	29,402.57	04-05	29,408.81		

Tescher & Spallina, P.A.

4855 Technology Way
Suite 720
Boca Raton, FL 33431
561-997-7008

EIN: 26-1543894

February 14, 2013 Invoice # 11187.006

Robert Spallina and Donald Tescher,
co-Personal Reprsentativ

4855 Technology Way
Suite 720
Boca Raton, FL 33431

In Reference To: Our File No. 11187.006
Estate of Simon L. Bernstein

Professional services

	Amount
FOR ORDINARY LEGAL SERVICES AND EXTRAORDINARY LEGAL SERVICES RENDERED in connection with the administration of the Estate of Simon Bernstein related to the 1995 insurance trust including telephone calls with the claims department and legal department regarding the status of the payment of the proceeds and requirements to do same; numerous telephone calls, conferences and email correspondence with all children and Christine Yates regarding options for payment of the proceeds and need for family to work together regarding same; email correspondence and telephone calls with Christine Yates regarding document request regarding representation of Eliot Bernstein and children; prepare package for Christine Yates and send same; telephone calls with Ted Bernstein and Jon Swergold regarding status of Stansbury matters; review related documents including Motion to Dismiss and Order; email correspondence and telephone calls with Peter Feaman regarding substitution of estate in litigation matter and hearing regarding same; discuss with Swergold and email correspondence with family regarding same; telephone calls with Ted and Chris Prindle regarding additional funding for Shirley Trust; email correspondence and telephone calls with Lions Head homeowners association, attorney and club regarding back fees and dues; telephone call and email correspondence with Ted regarding same; review claims filed against the estate and prepare objection to Stansbury claim; telephone calls and email correspondence with Christine Yates regarding promissory note and mortgage on Eliot's home and need to substantiate same; email correspondence with title attorney regarding need for HUD and wire transfer documents;	23,100.00

		Amount
	telephone calls and email correspondence with Chris Prindle and Evan Farrell regarding June 2008 statements proving that funds to purchase home came from Si Bernstein and not the grandchildren's 2006 trusts; send statements, HUD and wires to Christine Yates in resolution of issue.	
	For professional services rendered	$23,100.00
	Additional charges:	
12/21/2012	Teleconference Services	35.67
1/22/2013	Federal Express	15.12
12/24/2013	Federal Express	75.48
	Total costs	$126.27
	Total amount of this bill	$23,226.27
	Previous balance	$5,876.20
12/14/2012	Payment - Thank You, Check No. 282492	($5,876.20)
	Total payments and adjustments	($5,876.20)
	Balance due	$23,226.27

Please make all checks payable to *"Tescher & Spallina, P.A."* and indicate your File Number on the check. Do not hesitate to contact us with any questions or difficulties. Thank you for the opportunity to be of service to you.

Sabadell United Bank

DEPOSIT SLIP

ACCOUNT NUMBER *000001 7176

Form 46 Rev. (03/10)

CURRENCY & COIN	DOLLARS	CENTS
CHECKS	360	00
	4000	00
Subtotal		
Less Cash Received		
TOTAL $	4360	.00

DATE 2/15/13

SIGN HERE ONLY IF CASH RECEIVED FROM DEPOSIT

NAME Estate of Simon Bernstein

ADDRESS

ZIP

:576806000:

United States Treasury 15-51 000 P 466,646,263

Check No.

11 19 12 88 SAN FRANCISCO, CA 3158 41489081

3158 41489081 20091800 I30 OBERN AUSTIN TAX REFUND

Pay to the order of ROBERT L SPALLIND PER REP
SIMON BERNSTEIN DECD
7020 LIONS HEAD LN
BOCA RATON FL 33496-5931

12/11
81

$****360*00

VOID AFTER ONE YEAR

REGIONAL DISBURSING OFFICER 002

004311

:3158: :000000518: 41489081? 041112

ORIGINAL DOCUMENT CONTAINS A VOID PANTOGRAPH WHICH WILL BE REVEALED IF PHOTOCOPIED

Monarch Life Insurance Company, in Rehabilitation
330 Whitney Avenue, Suite 500
Holyoke, MA 01040-2857

52-153
112

Bank of America

VOID AFTER SIX MONTHS

CLAIM NUMBER	POLICY NUMBER	CHECK DATE	CHECK NUMBER	AMOUNT
C59322	0100404	10/10/2012	12407368	$4,000.00

PAY THE SUM OF

Four Thousand And NO/100 Dollars

Checks over $10,000 require one countersignature.
Checks over $50,000 require two countersignatures.

PAY TO
ESTATE OF SIMON L BERNSTEIN
7020 LIONS HEAD LANE
BOCA RATON FL 33496

Authorized Signature

THE REVERSE SIDE OF THIS DOCUMENT INCLUDES AN ARTIFICIAL WATERMARK - HOLD AT ANGLE TO VIEW

:12407368: :011201539: 00008005?460:

Sabadell

FOR MODERN TIMES. A CLASSIC BANK®

Statement of Account

Last statement: January 04, 2013
This statement: February 05, 2013
Total days in statement period: 32

500-001717-6

Direct inquiries to:
561 750-0075

ESTATE OF SIMON L BERNSTEIN
ROBERT L SPALLINA & DONALD R TESCHER CO-
PERSONAL REPRESENTATIVES
C/O TESCHER & SPALLINA
4855 TECHNOLOGY WAY SUITE 720
BOCA RATON FL 33431

Sabadell United Bank, N.A.
1801 North Military Trail
Boca Raton, FL 33431-6395

0

Summary of Account Balance

Account	Number	Ending Balance
Non Personal Int Checking	500-001717-6	$53,261.23

Non Personal Int Checking

Account number
500-001717-6

Beginning balance	$2,086.20		
Interest paid year to date	$6.45		
Total additions	$51,175.03	Total subtractions	$-0.00

Date	*Description*	*Additions*	*Subtractions*
01-18	#Deposit	50,800.08	
01-25	#Deposit	369.25	
02-05	#Interest	5.70	

Daily balances

Date	*Amount*	*Date*	*Amount*	*Date*	*Amount*
01-04	2,086.20	01-25	53,255.53		
01-18	52,886.28	02-05	53,261.23		

THIS DOCUMENT IS PROTECTED BY A MICRO-PRINT SIGNATURE LINE, FLUORESCENT PAPER FIBERS, A WATERMARKED BACKER AND IS REACTIVE TO CHEMICAL ALTERATION

LEGACY BANK of Florida

2300 Glades Road Ste. 140 West
Boca Raton, FL 33431

CASHIER'S CHECK

No. 009107

AMOUNT

Jan 23, 2013

PAY TO THE ORDER OF ESTATE OF SIMON BERNSTEIN $369.25

Three Hundred Sixty Nine and 25/100********

REMITTER: SIMON BERNSTEIN

MEMO: CLOSE ACCT

FCardmale

⑈009107⑈ ⑆067015999⑆ 0010000016⑈

LEGACY BANK of Florida

THE PURCHASE OF AN INDEMNITY BOND WILL BE REQUIRED BEFORE THIS CHECK WILL BE REPLACED OR REFUNDED IN THE EVENT IT IS LOST, DESTROYED OR STOLEN.

009107

Jan 23, 2013

ESTATE OF SIMON BERNSTEIN $369.25

Three Hundred Sixty Nine and 25/100********

REMITTER: SIMON BERNSTEIN

MEMO: CLOSE ACCT 15002587

Please deposit into Estate of Simon Bernstein Acct#500-001717-6

Thank you!

closed Legacy acct

UNITED STATES LIFE INSURANCE CO IN THE CITY OF NEW YORK

DATE 01/11/2013 | CHECK NO 0005137711 | SYSTEM CPRUS

ROBERT SPALLINA
4855 TECHNOLOGY WAY STE 720
BOCA RATON, FL 33431

EXPLANATION	AMOUNT
111907UI00 CLAIM NUMBER: 12D01236USL CLAIM PROCEEDS----------	50,800.08

Please deposit
to Estate of Simon
Bernstein
Acct#500-001717-
6

5136002

INSURED	POLICY NUMBER	CHECK AMOUNT
BERNSTEIN, SIMON	UD000166N	50,800.08

THIS DOCUMENT IS PRINTED ON CHEMICALLY REACTIVE PAPER. THE BACK OF THIS DOCUMENT INCLUDES A TAMPER EVIDENT CHEMICAL WASH WARNING BOX.

UNITED STATES LIFE INSURANCE CO IN THE CITY OF NEW YORK
HOUSTON TX

	POLICY/AGENT NO	INSURED
NY103	UD000166N	BERNSTEIN, SIMON

51-44/119
Check No: 0005137711
Check Date: 01/11/2013

PAY FIFTY THOUSAND EIGHT HUNDRED DOLLARS AND 08 CENTS

$***50,800.08
VOID AFTER 120 DAYS

TO THE ORDER OF
ESTATE OF SIMON L
BERNSTEIN, ROBERT SPALLINA AND
DONALD R TESCHER, PER REPS
BOCA RATON FL 33431

BANK OF AMERICA
HARTFORD CT

Mary Jane Jordan
AUTHORIZED SIGNATURE

⑈0005137711⑈ ⑆011900445⑆ 62838⑈

TS005626

Sabadell

Statement of Account

Last statement: December 05, 2012
This statement: January 04, 2013
Total days in statement period: 30

500-001717-6

Direct inquiries to:
561 750-0075

ESTATE OF SIMON L BERNSTEIN
ROBERT L SPALLINA & DONALD R TESCHER CO-
PERSONAL REPRESENTATIVES
C/O TESCHER & SPALLINA
4855 TECHNOLOGY WAY SUITE 720
BOCA RATON FL 33431

Sabadell United Bank, N.A.
1801 North Military Trail
Boca Raton, FL 33431-6395

Summary of Account Balance

Account	Number	Ending Balance
Non Personal Int Checking	500-001717-6	$2,086.20

Non Personal Int Checking

Account number
500-001717-6

1 Enclosure

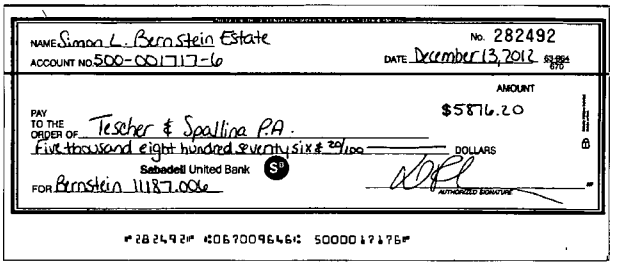
Beginning balance	$7,961.65		
Interest paid year to date	$0.75		
Total additions	$0.75	Total subtractions	$-5,876.20

Number	*Date*	*Amount*	*Number*	*Date*	*Amount*
282492	12-14	5,876.20			

Date	*Description*	*Additions*	*Subtractions*
01-04	#Interest	.75	

Daily balances

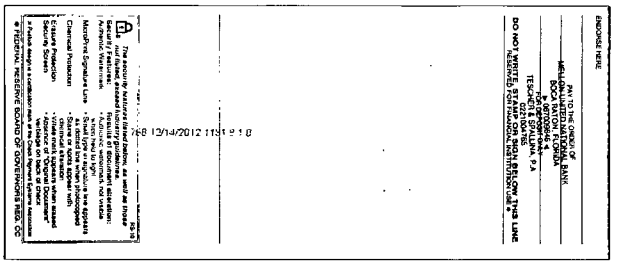
Date	*Amount*	*Date*	*Amount*	*Date*	*Amount*
12-05	7,961.65	12-14	2,085.45	01-04	2,086.20



NAME Simon L. Bernstein Estate
ACCOUNT NO 500-001717-6
No. 282492
DATE December 13, 2012
AMOUNT
$5876.20
PAY TO THE ORDER OF Tescher & Spallina P.A.
five thousand eight hundred seventy six & 20/100 DOLLARS
Sabadell United Bank
FOR Bernstein 11187.006
AUTHORIZED SIGNATURE

⑈282492⑈ ⑆067009646⑆ 50000172175⑈

Ck #: 282492 - 12/14/2012 - Amt: $5,876.20



ENDORSE HERE
PAY TO THE ORDER OF
HELLER UNITED NATIONAL BANK
BOCA RATON FLORIDA
FOR DEPOSIT ONLY
TESCHER & SPALLINA P.A.
DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

Ck #: 282492 - 12/14/2012 - Amt: $5,876.20

Sabadell

Balance Your Account

This form is provided to help you balance your checking account statement.

Adjust balance in checkbook for service charge and other bank charges and credits shown on bank statement not recorded in checkbook.

See that all deposits made by you are properly credited.

See that all checks enclosed in your statement are checks issued by you.

Compare each paid check to your checkbook stubs.

List all checks outstanding in space provided.

Checks Outstanding

Check No.	Amount	
Total		

1

Check off (✔) checks appearing on your statement. Those checks not checked off (✔) should be recorded in the checks outstanding column.

2

Enter your checkbook balance			
Add any deposits or other credits made to your account through transfers, interest, etc. as shown on this statement. (Be sure to enter these in your checkbook).			
Subtotal			
Subtract account service charges (if any)			
Adjusted checkbook balance			**A**

3

Bank balance shown on this statement			
Add Deposits shown in your checkbook but not shown on this statement, because they were made and received after date of this statement.			
Subtotal			
Subtract checks outstanding			
Adjusted bank balance			**B**

Your checkbook is in balance if line **A** agrees with line **B**.

This is the statement of your account at **Sabadell United Bank, N.A.**, member FDIC. Deposits in Sabadell Bank & Trust, wealth management division of Sabadell United Bank, N.A. and other divisions of Sabadell United Bank, N.A. are included within Sabadell United Bank, N.A.'s FDIC insurance coverage and are not separately insured. Sabadell Bank & Trust℠ is a service mark of Banco de Sabadell, S.A. and a trade name of Sabadell United Bank®, N.A.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Telephone or write the SABADELL UNITED BANK, N. A. office which has its telephone number and address printed on the front of this statement as soon as you can. If you think your statement or receipt is wrong or you need more information about a transfer on the statement or receipt.

We must hear from you no later than 60 days after we sent the FIRST statement on which the error or problem appeared.

(1) Tell us your name and account number.

(2) Describe the error or transfer you are unsure about, and explain, as clearly as you can, why you believe an error or why you need more information.

(3) Tell us the dollar amount of the suspected error. If you tell us about an error orally, we may require that you send us your complaint or question in writing within ten (10) business days.

NOTICE TO CONSUMERS:

We will investigate your complaint and will correct any error promptly. If we take more than ten (10) business days to do this, we will PROVISIONALLY recredit your account for the amount you think is in error, so that you will have the use of this money during the time it takes us to complete our investigation. If we have asked you to put your complaint or question in writing and we do not receive it within ten (10) business days, we will not recredit your account. We may take up to forty-five (45) days to investigate your question or complaint. If we conclude there was no error, we will send you an explanation of our findings within three (3) business days after our completion of the investigation. At your request, we will send you copies of the documents we relied in reaching a decision. SABADELL UNITED BANK, N. A. is open for inquiry each business day, Monday through Friday, except for legal holidays.

We suggest you retain this statement for your records.

Sabadell

Statement of Account

Last statement: November 05, 2012
This statement: December 05, 2012
Total days in statement period: 30

500-001717-6

Direct inquiries to:
561 750-0075

ESTATE OF SIMON L BERNSTEIN
ROBERT L SPALLINA & DONALD R TESCHER CO-
PERSONAL REPRESENTATIVES
C/O TESCHER & SPALLINA
4855 TECHNOLOGY WAY SUITE 720
BOCA RATON FL 33431

Sabadell United Bank, N.A.
1801 North Military Trail
Boca Raton, FL 33431-6395

Summary of Account Balance

Account	Number	Ending Balance
Non Personal Int Checking	500-001717-6	$7,961.65

Non Personal Int Checking

Account number
500-001717-6

1 Enclosure

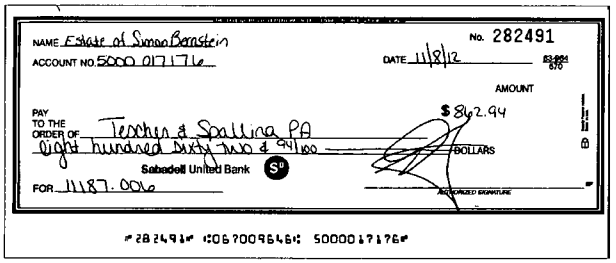
Beginning balance	$8,822.90		
Interest paid year to date	$4.09		
Total additions	$1.69	Total subtractions	$-862.94

Number	*Date*	*Amount*	*Number*	*Date*	*Amount*
282491	11-14	862.94			

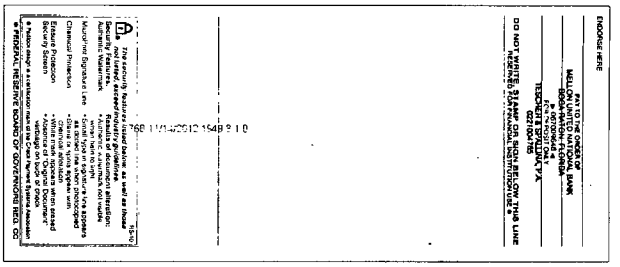
Date	*Description*	*Additions*	*Subtractions*
12-05	#Interest	1.69	

Daily balances

Date	*Amount*	*Date*	*Amount*	*Date*	*Amount*
11-05	8,822.90	11-14	7,959.96	12-05	7,961.65


NAME Estate of Simon Bernstein
ACCOUNT NO. 5000 017176
No. 282491
DATE 11/8/12
AMOUNT
$ 862.94
PAY TO THE ORDER OF Teschen & Spallina PA
Eight hundred sixty two & 94/100 DOLLARS
Sabadell United Bank
FOR 11187.006
AUTHORIZED SIGNATURE
⑈282491⑈ ⑆067009646⑆ 5000017176⑈

Ck #: 282491 - 11/14/2012 - Amt: $862.94


ENDORSE HERE
PAY TO THE ORDER OF
MELLON UNITED NATIONAL BANK
SOBADAN-FLORIDA
P 067009646
FOR PAYMENT ONLY
TESCHEN & SPALLINA, P.A.
022100476
DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

Ck #: 282491 - 11/14/2012 - Amt: $862.94

Sabadell

Balance Your Account

This form is provided to help you balance your checking account statement.

Adjust balance in checkbook for service charge and other bank charges and credits shown on bank statement not recorded in checkbook.

See that all deposits made by you are properly credited.

See that all checks enclosed in your statement are checks issued by you.

Compare each paid check to your checkbook stubs.

List all checks outstanding in space provided.

Checks Outstanding

Check No.	Amount	
Total		

1

Check off (✔) checks appearing on your statement. Those checks not checked off (✔) should be recorded in the checks outstanding column.

2

Enter your checkbook balance		
Add any deposits or other credits made to your account through transfers, interest, etc. as shown on this statement. (Be sure to enter these in your checkbook).		
Subtotal		
Subtract account service charges (if any)		
Adjusted checkbook balance		**A**

3

Bank balance shown on this statement		
Add Deposits shown in your checkbook but not shown on this statement, because they were made and received after date of this statement.		
Subtotal		
Subtract checks outstanding		
Adjusted bank balance		**B**

Your checkbook is in balance if line **A** agrees with line **B**.

This is the statement of your account at **Sabadell United Bank, N.A.**, member FDIC. Deposits in Sabadell Bank & Trust, wealth management division of Sabadell United Bank, N.A. and other divisions of Sabadell United Bank, N.A. are included within Sabadell United Bank, N.A.'s FDIC insurance coverage and are not separately insured. Sabadell Bank & Trust℠ is a service mark of Banco de Sabadell, S.A. and a trade name of Sabadell United Bank®, N.A.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Telephone or write the SABADELL UNITED BANK, N. A. office which has its telephone number and address printed on the front of this statement as soon as you can. If you think your statement or receipt is wrong or you need more information about a transfer on the statement or receipt.

We must hear from you no later than 60 days after we sent the FIRST statement on which the error or problem appeared.

(1) Tell us your name and account number.

(2) Describe the error or transfer you are unsure about, and explain, as clearly as you can, why you believe an error or why you need more information.

(3) Tell us the dollar amount of the suspected error. If you tell us about an error orally, we may require that you send us your complaint or question in writing within ten (10) business days.

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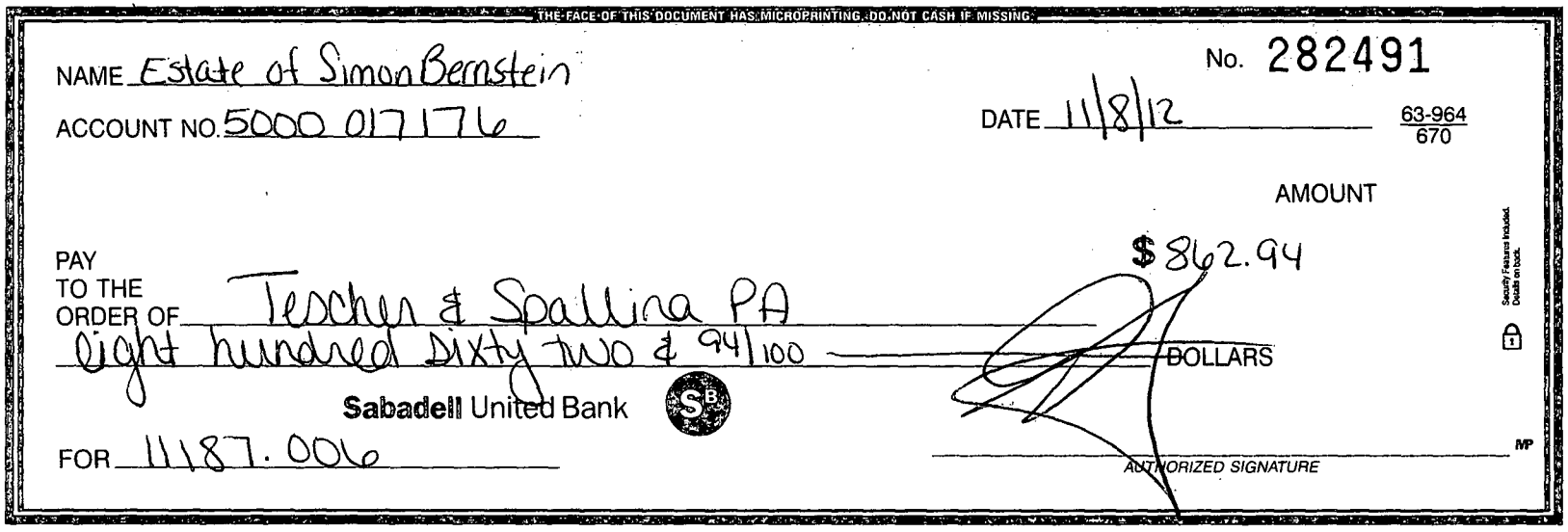
We will investigate your complaint and will correct any error promptly. If we take more than ten (10) business days to do this, we will PROVISIONALLY recredit your account for the amount you think is in error, so that you will have the use of this money during the time it takes us to complete our investigation. If we have asked you to put your complaint or question in writing and we do not receive it within ten (10) business days, we will not recredit your account. We may take up to forty-five (45) days to investigate your question or complaint. If we conclude there was no error, we will send you an explanation of our findings within three (3) business days after our completion of the investigation. At your request, we will send you copies of the documents we relied in reaching a decision. SABADELL UNITED BANK, N. A. is open for inquiry each business day, Monday through Friday, except for legal holidays.

We suggest you retain this statement for your records.



THE FACE OF THIS DOCUMENT HAS MICROPRINTING. DO NOT CASH IF MISSING.

NAME Estate of Simon Bernstein

ACCOUNT NO. 5000 017176

No. 282491

DATE 11/8/12

63-964
670

AMOUNT

$ 862.94

PAY
TO THE
ORDER OF Tescher & Spallina PA

Eight hundred Sixty Two & 94/100 DOLLARS

Sabadell United Bank

FOR 11187.0006

AUTHORIZED SIGNATURE

Security Features Included. Details on back.

⑈282491⑈ ⑆067009646⑆ 50000017176⑈

TS005633

Sabadell

Statement of Account

Last statement: October 12, 2012
This statement: November 05, 2012
Total days in statement period: 25

500-001717-6

Direct inquiries to:
561 750-0075

ESTATE OF SIMON L BERNSTEIN
ROBERT L SPALLINA & DONALD R TESCHER CO-
PERSONAL REPRESENTATIVES
C/O TESCHER & SPALLINA
4855 TECHNOLOGY WAY SUITE 720
BOCA RATON FL 33431

Sabadell United Bank, N.A.
1801 North Military Trail
Boca Raton, FL 33431-6395

Summary of Account Balance

Account	Number	Ending Balance
Non Personal Int Checking	500-001717-6	$8,822.90

Non Personal Int Checking

Account number
500-001717-6

1 Enclosure

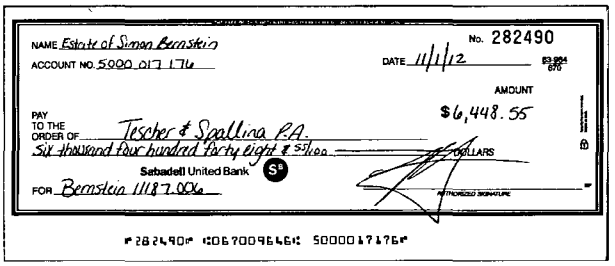
Beginning balance	$0.00		
Interest paid year to date	$2.40		
Total additions	$15,271.45	Total subtractions	$-6,448.55

Number	*Date*	*Amount*	*Number*	*Date*	*Amount*
282490	11-02	6,448.55			

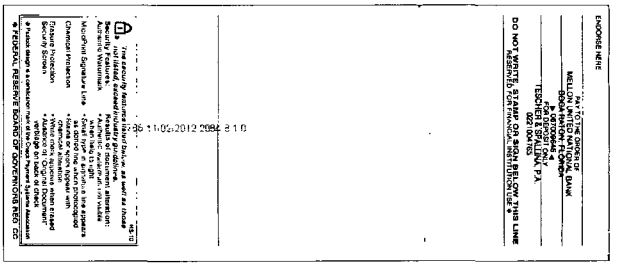
Date	*Description*	*Additions*	*Subtractions*
10-12	#Funds Trsfr-Credit TRANSFER FROM DEPOSIT ACCOUNT 0100009414	15,062.42	
11-02	#Deposit	206.63	
11-05	#Interest	2.40	

Daily balances

Date	*Amount*	*Date*	*Amount*	*Date*	*Amount*
10-12	15,062.42	11-02	8,820.50	11-05	8,822.90


NAME Estate of Simon Bernstein
ACCOUNT NO. 5000 017 176
No. 282490
DATE 11/1/12
AMOUNT
$6,448.55
PAY TO THE ORDER OF Tescher & Spallina P.A.
Six thousand four hundred forty eight & 55/100 DOLLARS
Sabadell United Bank
FOR Bernstein 11187.004a
AUTHORIZED SIGNATURE
⑈282490⑈ ⑆067009646⑆ 5000017176⑈

Ck #: 282490 - 11/02/2012 - Amt: $6,448.55


ENDORSE HERE
MELLON UNITED NATIONAL BANK
FOR DEPOSIT ONLY
TESCHER & SPALLINA, P.A.
DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE
FEDERAL RESERVE BOARD OF GOVERNORS REG CC

Ck #: 282490 - 11/02/2012 - Amt: $6,448.55

Sabadell SB

Balance Your Account

This form is provided to help you balance your checking account statement.

Adjust balance in checkbook for service charge and other bank charges and credits shown on bank statement not recorded in checkbook.

See that all deposits made by you are properly credited.

See that all checks enclosed in your statement are checks issued by you.

Compare each paid check to your checkbook stubs.

List all checks outstanding in space provided.

Checks Outstanding

Check No.	Amount	
Total		

1

Check off (✔) checks appearing on your statement. Those checks not checked off (✔) should be recorded in the checks outstanding column.

2

Enter your checkbook balance			
Add any deposits or other credits made to your account through transfers, interest, etc. as shown on this statement. (Be sure to enter these in your checkbook).			
Subtotal			
Subtract account service charges (if any)			
Adjusted checkbook balance			**A**

3

Bank balance shown on this statement			
Add Deposits shown in your checkbook but not shown on this statement, because they were made and received after date of this statement.			
Subtotal			
Subtract checks outstanding			
Adjusted bank balance			**B**

Your checkbook is in balance if line **A** agrees with line **B**.

This is the statement of your account at **Sabadell United Bank, N.A.**, member FDIC. Deposits in Sabadell Bank & Trust, wealth management division of Sabadell United Bank, N.A. and other divisions of Sabadell United Bank, N.A. are included within Sabadell United Bank, N.A.'s FDIC insurance coverage and are not separately insured. Sabadell Bank & Trust℠ is a service mark of Banco de Sabadell, S.A. and a trade name of Sabadell United Bank®, N.A.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Telephone or write the SABADELL UNITED BANK, N. A. office which has its telephone number and address printed on the front of this statement as soon as you can. If you think your statement or receipt is wrong or you need more information about a transfer on the statement or receipt.

We must hear from you no later than 60 days after we sent the FIRST statement on which the error or problem appeared.

(1) Tell us your name and account number.

(2) Describe the error or transfer you are unsure about, and explain, as clearly as you can, why you believe an error or why you need more information.

(3) Tell us the dollar amount of the suspected error. If you tell us about an error orally, we may require that you send us your complaint or question in writing within ten (10) business days.

NOTICE TO CONSUMERS:

We will investigate your complaint and will correct any error promptly. If we take more than ten (10) business days to do this, we will PROVISIONALLY recredit your account for the amount you think is in error, so that you will have the use of this money during the time it takes us to complete our investigation. If we have asked you to put your complaint or question in writing and we do not receive it within ten (10) business days, we will not recredit your account. We may take up to forty-five (45) days to investigate your question or complaint. If we conclude there was no error, we will send you an explanation of our findings within three (3) business days after our completion of the investigation. At your request, we will send you copies of the documents we relied in reaching a decision. SABADELL UNITED BANK, N. A. is open for inquiry each business day, Monday through Friday, except for legal holidays.

We suggest you retain this statement for your records.

PRINTED ON ILINE MARK PAPER. HOLD TO LIGHT TO VIEW. FOR ADDITIONAL SECURITY FEATURES SEE BACK.

0066491 / Office AU # — 11-24 / 1210(8)

Operator I.D.: fl006398

CASHIER'S CHECK

6649100333

October 22, 2012

PAY TO THE ORDER OF ***ESTATE OF SIMON L. BERNSTEIN***

Two hundred six dollars and 63 cents

$206.63

WELLS FARGO BANK, N.A.
5131 CONGRESS AVE
BOCA RATON, FL 33487
FOR INQUIRIES CALL (480) 394-3122

VOID IF OVER US $ 206.63

Richard Lang
CONTROLLER

Security Features Included. Details on Back.

⑈6649100333⑈ ⑆121000248⑆4861 513224⑈

Please deposit to
Estate of Simon Bernstein
Acct # 5000 017 176

0066491 Office AU # | 11-24 1210(8)

CASHIER'S CHECK

SERIAL #: 6649100333

ACCOUNT#: 4861-513224

Purchaser: **SIMON BERNSTEIN**
Purchaser Account: **1010107811945**
Operator I.D.: **fl006398**

October 22, 2012

PAY TO THE ORDER OF ***ESTATE OF SIMON L. BERNSTEIN***

Two hundred six dollars and 63 cents **$206.63**

WELLS FARGO BANK, N.A.
5131 CONGRESS AVE
BOCA RATON, FL 33487
FOR INQUIRIES CALL (480) 394-3122

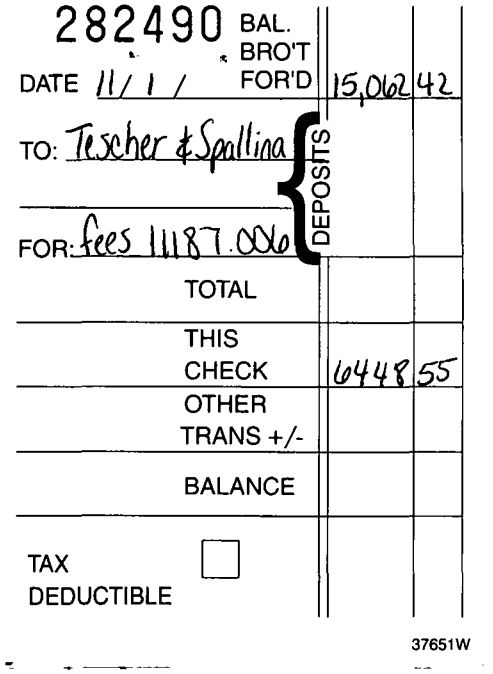
NOTICE TO PURCHASER–IF THIS INSTRUMENT IS LOST, STOLEN OR DESTROYED, YOU MAY REQUEST CANCELLATION AND REISSUANCE. AS A CONDITION TO CANCELLATION AND REISSUANCE, WELLS FARGO & COMPANY MAY IMPOSE A FEE AND REQUIRE AN INDEMNITY AGREEMENT AND BOND.

VOID IF OVER US $ 206.63

NON-NEGOTIABLE

Purchaser Copy

FB004 M4203 12461299



282490

DATE 11/1/

TO: Tescher & Spallina

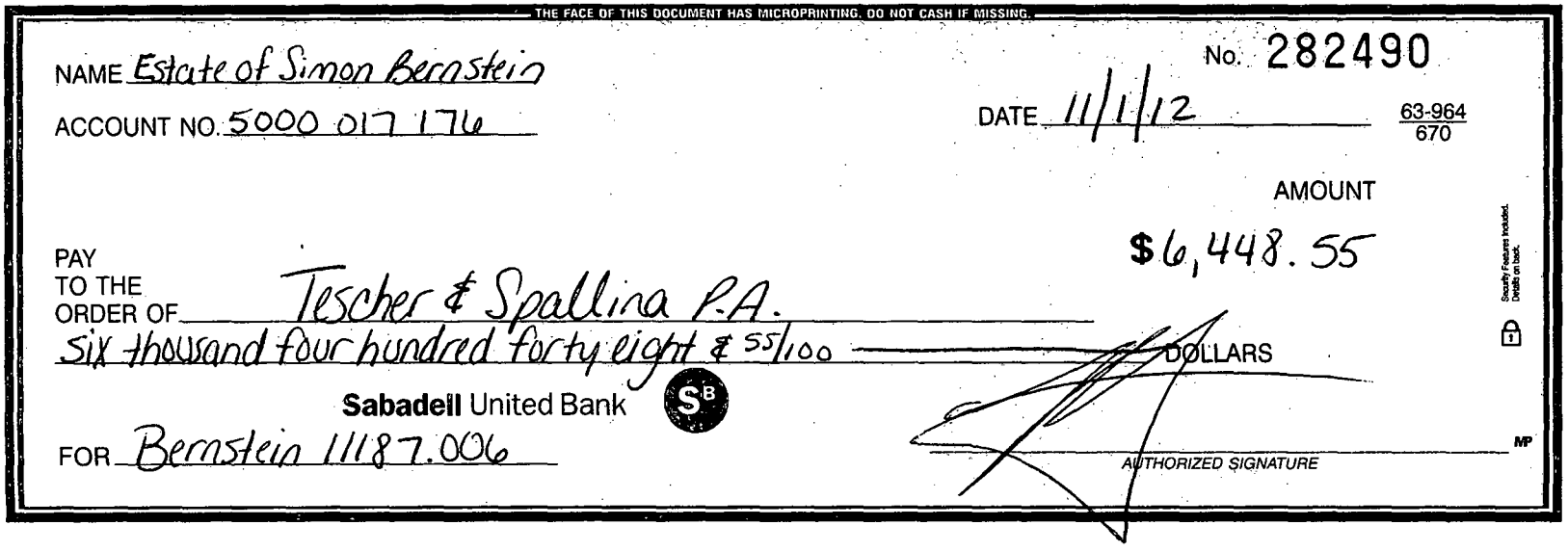
FOR: fees 11187.0006

DEPOSITS

BAL. BRO'T FOR'D	15,062	42
TOTAL		
THIS CHECK	6448	55
OTHER TRANS +/-		
BALANCE		

TAX DEDUCTIBLE ☐

37651W



THE FACE OF THIS DOCUMENT HAS MICROPRINTING. DO NOT CASH IF MISSING.

NAME Estate of Simon Bernstein

No. 282490

ACCOUNT NO. 5000 017 176

DATE 11/1/12

63-964
670

AMOUNT

$6,448.55

PAY
TO THE
ORDER OF Tescher & Spallina P.A.

six thousand four hundred forty eight & 55/100 DOLLARS

Sabadell United Bank

FOR Bernstein 11187.006

AUTHORIZED SIGNATURE

Security Features Included. Details on back.

⑈282490⑈ ⑆067009646⑆ 5000017176⑈

TS005640

Tescher & Spallina, P.A.

4855 Technology Way
Suite 720
Boca Raton, FL 33431
561-997-7008

EIN: 26-1543894

November 01, 2012 Invoice # 11187.006

Ted Bernstein
950 Peninsula Corporate Circle
Suite 3010
Boca Raton, FL 33487

In Reference To: Our File No. 11187.006
Estate of Simon L. Bernstein

Professional services

	Amount
STATEMENT FOR LEGAL SERVICES RENDERED in connection with final estate planning for Simon Benrstein and closing of Shirley Bernstein Estate.	800.00
For professional services rendered	$800.00
Previous balance	$5,648.55
Balance due	$6,448.55

Please make all checks payable to *"Tescher & Spallina, P.A."* and indicate your File Number on the check. Do not hesitate to contact us with any questions or difficulties. Thank you for the opportunity to be of service to you.

Tescher & Spallina, P.A.

4855 Technology Way
Suite 720
Boca Raton, FL 33431
561-997-7008

EIN: 26-1543894

November 01, 2012 Invoice # 11187.006

Ted Bernstein
950 Peninsula Corporate Circle
Suite 3010
Boca Raton, FL 33487

In Reference To: Our File No. 11187.006
Estate of Simon L. Bernstein

Professional services

	Amount
Transfer of legal services from Shirley Bernstein Estate file	835.27
For professional services rendered	$835.27
Previous balance	$4,813.28
Balance due	$5,648.55

Si Bernstein balance from Estate Planning file

Please make all checks payable to *"Tescher & Spallina, P.A."* and indicate your File Number on the check. Do not hesitate to contact us with any questions or difficulties. Thank you for the opportunity to be of service to you.

Tescher & Spallina, P.A.

4855 Technology Way
Suite 720
Boca Raton, FL 33431
561-997-7008

EIN: 26-1543894

November 01, 2012 Invoice # 11187.005

Simon Bernstein
7020 Lions Head Lane
Boca Raton, FL 33496

In Reference To: Our File No. 11187.005
Estate of Shirley Bernstein

		Amount
	Previous balance	$835.27
11/1/2012	Write off - transfer balance to Estate of Simon Bernstein	($835.27)
	Total payments and adjustments	($835.27)
	Balance due	$0.00

Please make all checks payable to *"Tescher & Spallina, P.A."* and indicate your File Number on the check. Do not hesitate to contact us with any questions or difficulties. Thank you for the opportunity to be of service to you.

Tescher & Spallina, P.A.

4855 Technology Way
Suite 720
Boca Raton, FL 33431
561-997-7008

EIN: 26-1543894

October 31, 2012 Invoice # 11187.006

Ted Bernstein
950 Peninsula Corporate Circle
Suite 3010
Boca Raton, FL 33487

In Reference To: Our File No. 11187.006
Estate of Simon L. Bernstein

Professional services

	Amount
Transfer of legal services from Simon Bernstein estate planning file.	4,813.28
For professional services rendered	$4,813.28
Balance due	$4,813.28

Please make all checks payable to *"Tescher & Spallina, P.A."* and indicate your File Number on the check. Do not hesitate to contact us with any questions or difficulties. Thank you for the opportunity to be of service to you.

Tescher & Spallina, P.A.

4855 Technology Way
Suite 720
Boca Raton, FL 33431
561-997-7008

EIN: 26-1543894

October 31, 2012 Invoice # 11187.001

Simon Bernstein
7020 Lions Head Lane
Boca Raton, FL 33496

In Reference To: Our File No.11187.001
Estate Planning

		Amount
	Previous balance	$4,813.28
10/31/2012	Write off - transfer to estate account	($4,813.28)
	Total payments and adjustments	($4,813.28)
	Balance due	$0.00

Please make all checks payable to *"Tescher & Spallina, P.A."* and indicate your File Number on the check. Do not hesitate to contact us with any questions or difficulties. Thank you for the opportunity to be of service to you.

MEMORY TRANSMISSION REPORT

TIME : OCT-12-2012 10:38AM
TEL NUMBER : +5619977308
NAME : TESCHER & SPALLINA

FILE NUMBER	:	286
DATE	:	OCT-12 10:38AM
TO	:	7508226
DOCUMENT PAGES	:	003
START TIME	:	OCT-12 10:38AM
END TIME	:	OCT-12 10:38AM
SENT PAGES	:	003
STATUS	:	OK

FILE NUMBER : 286 *** SUCCESSFUL TX NOTICE ***

Cynthia
Sabadell Bank

Fax No.561-750-8226

FAX

DATE: Friday, October 12, 2012

FROM: Robert L. Spallina, Esq.
Tescher & Spallina, P.A.
Boca Village Corporate Center I
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
(561) 997-7008/(800) 997-7008
(561) 997-7308 (fax)
E-mail:RSPALLINA@TESCHERSPALLINA.COM
-or- WWW.TESCHERSPALLINA.COM

FILE NO.: Estate of Simon L. Bernstein/11187.006

WE ARE TRANSMITTING 3 PAGE(S), INCLUDING THIS COVER SHEET. IF YOU DO NOT RECEIVE ALL THE PAGES, PLEASE CONTACT US AS SOON AS POSSIBLE.

COMMENTS:

The information contained in this facsimile message is legally privileged and confidential information intended only for the use of the individual or entity named above. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. If you have received this communication in error, please immediately notify us by telephone. Thank you.

Cynthia
Sabadell Bank

Fax No.561-750-8226

FAX

DATE: Friday, October 12, 2012

==========

FROM:
Robert L. Spallina, Esq.
Tescher & Spallina, P.A.
Boca Village Corporate Center I
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
(561) 997-7008/(800) 997-7008
(561) 997-7308 (fax)
E-mail:RSPALLINA@TESCHERSPALLINA.COM
-or- WWW.TESCHERSPALLINA.COM

FILE NO.: **Estate of Simon L. Bernstein/11187.006**

WE ARE TRANSMITTING 3 PAGE(S), INCLUDING THIS COVER SHEET. IF YOU DO NOT RECEIVE ALL THE PAGES, PLEASE CONTACT US AS SOON AS POSSIBLE.

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Signature Verification

Sabadell United Bank

Date: 10/12/12

Temporary Check No.(s) / Range:	Total #:

Account Name:

Account Number:

X

Customer Signature:

Verified By:	Fee:	Approving Initials:

SForm #98 Rev. 3/10

INTERNAL TRANSFER AUTHORIZATION

Date 10/12/12

Please Accept This As My Authorization For Sabadell United Bank To Transfer:

Amount $15,062.42

From Account # 010-000941-4

Titled Simon L. Bernstein or Shirley Bernstein

To Account # 5000017176

Titled: Estate of Simon L. Berstein

Robert L. Spallina

Account Agreement

Date: 10/11/2012

Institution Name & Address

Sabadell United Bank, N.A.
1801 North Military Trail
Boca Raton, FL 33431-1812

IMPORTANT ACCOUNT OPENING INFORMATION: Federal law requires us to obtain sufficient information to verify your identity. You may be asked several questions and to provide one or more forms of identification to fulfill this requirement. In some instances we may use outside sources to confirm the information. The information you provide is protected by our privacy policy and federal law.

Enter **Non-Individual Owner Information** on page 2. There is additional **Owner/Signer Information** space on page 2.

Owner/Signer Information 1

Name	Robert L Spallina
Relationship	Personal Rep
Address	7387 Wisteria Ave Parkland, FL 33076
Mailing Address (if different)	
Home Phone	
Work Phone	561-997-7008
Mobile Phone	
E-Mail	
Birth Date	06/09/1965
SSN/TIN	266-99-7171
Gov't Issued Photo ID (Type, Number, State, Issue Date, Exp. Date)	S145772652090 FLORIDA 06/07/2007 06/09/2013
Other ID (Description, Details)	Other 2ND ID WAIVED
Employer	Tescher & Spallina
Previous Financial Inst.	

Owner/Signer Information 2

Name	Donald Tescher
Relationship	Personal Rep
Address	2600 Whispering Oaks Ln Delray Beach, FL 33445
Mailing Address (if different)	
Home Phone	508-743-5335
Work Phone	
Mobile Phone	
E-Mail	
Birth Date	09/26/1944
SSN/TIN	261-64-1879
Gov't Issued Photo ID (Type, Number, State, Issue Date, Exp. Date)	T260196443460 FL 09/24/2012 09/26/2020
Other ID (Description, Details)	
Employer	Tescher & Spalina
Previous Financial Inst.	

Internal Use

Account Title & Address

Estate Of Simon L Bernstein
Robert L Spallina & Donald R Tescher Co-
Personal Representatives
4855 Technology Way Suite 720
Boca Raton FL 33431

Ownership of Account

The specified ownership will remain the same for all accounts.

(For consumer accounts, select and initial.)

☐ Single-Party Account _____ ☐ Multiple-Party Account _____
☐ Multiple-Party Account - Tenancy by the Entireties _____

☐ Corporation - For Profit ☐ Corporation - Nonprofit
☐ Partnership ☐ Sole Proprietorship ☐ Limited Liability Company
☐ Trust-Separate Agreement Dated: _____
☐ _____

Beneficiary Designation

(Check appropriate ownership above - select and initial below.)

☐ Single-Party Account _____
☐ Single-Party Account with Pay-On-Death (POD) _____
☐ Multiple-Party Account with Right of Survivorship _____
☐ Multiple-Party Account with Right of Survivorship and POD _____
☐ Multiple-Party Account without Right of Survivorship _____
☐ _____ _____

Beneficiary Name(s), Address(es), and SSN(s)

(Check appropriate beneficiary designation above.)

☐ If checked, this is a temporary account agreement.

Number of signatures required for withdrawal: 1

Signature(s)

The undersigned authorize the financial institution to investigate credit and employment history and obtain reports from consumer reporting agency(ies) on them as individuals. Except as otherwise provided by law or other documents, each of the undersigned is authorized to make withdrawals from the account(s), provided the required number of signatures indicated above is satisfied. The undersigned personally and as, or on behalf of, the account owner(s) agree to the terms of, and acknowledge receipt of copy(ies) of, this document and the following:

☒ Terms and Conditions ☐ Privacy
☒ Electronic Fund Transfers ☐ Truth in Savings
☐ Substitute Checks ☒ Funds Availability
☐ Common Features ☒ Schedule of Fees and Charges

☐ Convenience Account Agent (See Owner/Signer Information for Convenience Account Agent designation(s).)

1[X Robert L Spallina]
2[X Donald Tescher]
3[X] 4[X]

Owner/Signer Information 3

Name	
Relationship	
Address	
Mailing Address (if different)	
Home Phone	
Work Phone	
Mobile Phone	
E-Mail	
Birth Date	
SSN/TIN	
Gov't Issued Photo ID (Type, Number, State, Issue Date, Exp. Date)	
Other ID (Description, Details)	
Employer	
Previous Financial Inst.	

Owner/Signer Information 4

Name	
Relationship	
Address	
Mailing Address (if different)	
Home Phone	
Work Phone	
Mobile Phone	
E-Mail	
Birth Date	
SSN/TIN	
Gov't Issued Photo ID (Type, Number, State, Issue Date, Exp. Date)	
Other ID (Description, Details)	
Employer	
Previous Financial Inst.	

Backup Withholding Certifications

(If not a "U.S. Person," certify foreign status separately.)

TIN: 30-6329442

☒ **Taxpayer I.D. Number (TIN)** - The number shown above is my correct taxpayer identification number.

☒ **Backup Withholding** - I am not subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.

☐ **Exempt Recipients** - I am an exempt recipient under the Internal Revenue Service Regulations.

I certify under penalties of perjury the statements checked in this section and that I am a U.S. person (including a U.S. resident alien).

X _____ (Date)

Robert L Spallina

Non-Individual Owner Information

Name	Estate Of Simon L Bernstein
EIN	30-6329442
Phone	561-997-7008
Mobile Phone	
E-Mail	
Type of Entity	Estate
State/Country & Date of Organization	Florida, United States of America
Nature of Business	
Address	4855 Technology Way Suite 720 Boca Raton, FL 33431
Mailing Address (if different)	
Authorization/ Resolution Date	
Previous Financial Inst.	

Account Description	Account #	Initial Deposit/Source
Non Personal Int Checking	5000017176	$ 0.00 ☐ Cash ☒ Check ☐
		$ ☐ Cash ☐ Check ☐
		$ ☐ Cash ☐ Check ☐

Services Requested

☐ ATM ☐ Debit/Check Cards (No. Requested: _____)

☐ _____ ☐ _____

☐ _____ ☐ _____

Other Terms/Information

Relate to existing HH#
Relate to lead AAS account 0221004733

Sabadell United Bank

WIRE TRANSFER AGREEMENT

THIS AGREEMENT is made and entered into this 11th day of October, 2012, by and between Sabadell United Bank, a national banking association (hereinafter referred to as "Bank"), and Estate Of Simon L Bernstein (hereinafter referred to as "Sender" or "Customer").

1. Upon receipt from you (Sender) of instructions orally (and promptly confirmed in writing), electronically, by facsimile, or in writing, (hereinafter referred to as "Payment Order"), and upon the terms and conditions contained herein, Bank is hereby authorized and directed to transfer funds by wire, telex, book entry or other means (hereinafter referred to as "Transfer") from any "Authorized Account" (as hereinafter defined) of Sender, now or hereafter maintained with Bank, to any account of Sender or to any third party (Beneficiary) designated by Sender, whether such account be maintained at Bank or any other bank. An "Authorized Account" means any deposit account of Sender designated by Sender as a source of Payment Orders issued by the Sender to the Bank. If Customer does not so designate an account, any account of the Customer is an Authorized Account if payment of a Payment Order from that account is not inconsistent with a restriction on the use of that account. If the Payment Order is transmitted by facsimile, Customer agrees to promptly furnish to Bank the signed original of the Payment Order. Upon failure of Customer to promptly confirm an oral instruction in writing, or to promptly furnish a signed original Payment Order sent by facsimile, Bank, at its sole option may terminate this Agreement or refuse to accept oral or facsimile instructions thereafter.

2. AUTHORIZATION

Bank is hereby authorized to make such Transfers upon its receipt of the Payment Order executed by Customer, if an individual, or by any of the following named officers, employees or agents of Customer (must be in accordance with Certificate of Corporate Resolution/Partnership Agreement furnished to the Bank) as follows:

[✓] Authorization of **one individual** only required for all Transfers.
[ ] Authorization of **two individuals** required for all Transfers.
[ ] Other (please specify)

Print or type name(s) of

AUTHORIZED INDIVIDUAL	TITLE	SIGNATURE
Robert Spallina	co-Personal Representative	
Donald Tescher	co-Personal Representative	

Each above named individual or officer, agent or employee of Customer, or any officer, agent or employee of Customer who may hereinafter be added as an authorized individual referred to herein, either singularly or collectively, shall be referred to as "Authorized Agent." Sender may amend or cancel the Payment Order in any of the methods in which it could have issued the Payment Order subject to Paragraph 6 hereof. The designation of Authorized Agents, or any change of Authorized Agents such as addition or deletion, must be by Certificate of Corporate Resolution, if Customer is a corporation, or by other authority acceptable to Bank if Customer is not a corporation.

If the Payment Order received from Sender identifies the beneficiary by an identifying or bank account number, Bank may rely on such number as the proper identification of the beneficiary of the Payment Order. Customer agrees that if the Payment Order describes a beneficiary inconsistently by name and account number, payment may be made by the beneficiary's bank on the basis of the account number, even if the account number identifies a person different from the named beneficiary in the Payment Order and that Customer's obligation to pay the Payment Order shall not be excused by Customer error.

3. AUTHENTICATION

Upon the receipt of a Payment Order, amendment or cancellation thereof under this Agreement, and prior to the acceptance thereof, Bank shall authenticate the instruction by the use of a security procedure which is hereby accepted and authorized by the Customer as commercially reasonable in light of the circumstances and the type and frequency of the Payment Order to be requested. Said security procedure shall consist of a telephonic callback to any one of the individuals listed below, unless the Payment Order was received electronically, in which case the Bank's security procedure will involve the use of authorization passwords and codes.

Telephonic callbacks for authentication of Payment Orders are to be made to any of the following:

INDIVIDUAL	PHONE NUMBER
Robert Spallina	561-997-7008
Donald Tescher	561-997-7008

If Customer has designated more than 1 (one) telephone number for any of the above individuals, Customer acknowledges that by so doing, it has increased the risk of possible fraudulent transfers hereunder and Customer hereby agrees to assume such a risk and hold Bank harmless and indemnified for any losses Bank may sustain as a result of granting this accommodation to Customer.

The foregoing authentication/security procedure may be amended from time to time upon execution by both Bank and Customer of a Payment Authentication Amendment agreement in form and substance acceptable to Bank.

4. ACCEPTANCE OR REJECTION
Bank shall be deemed to have accepted Customer's Payment Order when it executes it by issuing a Payment Order intended to carry out the Payment Order received by the Bank. Bank may, under certain circumstances, reject the Payment Order without liability by transmitting a notice of rejection to Customer either orally, electronically or in writing, before executing the Payment Order.

5. Orders for the transfer of U.S. Dollars shall be paid in U.S. Dollars if transferred to a beneficiary located in the United States. If transferred to a beneficiary located in a foreign country, the beneficiary's bank may elect to pay the beneficiary in foreign currency at the bank's buying rate of exchange for wire transfers. It is your responsibility to advise the beneficiary of this possibility. The Bank may send any message relative to this order in explicit language, code or cipher. Foreign currency transfer orders are final when made to the Bank. However, pursuant to the request of Customer and, if possible, the Bank may cancel or amend any order before the transfer is made. The Bank shall incur no liability if it is unable, for any reason, to cancel or amend an order. Refunds of U.S. Dollar orders shall be made in the U.S. Dollar amount. Refunds of foreign currency orders shall be in the amount of U.S. Dollars that can be bought for the foreign currency amount at the Bank's then current rate of exchange. The Customer bears all risk of loss due to fluctuation in the rate of exchange. No transfer fee shall be refunded. The Customer is responsible for any charges related to cancellation or amendment of the foreign currency order.

6. CONFIRMATION
Upon executing a Transfer, Bank shall mail or deliver to Customer at:

4855 Technology Way Suite 720
Boca Raton FL 33431
Address

or at such other place as Customer may hereafter designate in writing, a confirmation stating the date and amount of the Transfer, and the bank account from and to which the Transfer was made. Upon receipt of such confirmation or periodic statement, Customer shall cause it to be examined promptly and notify Bank within a reasonable period of time, not to exceed thirty (30) days, of any unauthorized, erroneous or erroneously executed Payment Order. Bank will, upon request, provide Customer with such additional information with respect to said Payment Order as Customer may reasonably request. If at Customer request a wire confirmation is to be sent to a Branch for Customer pick up, and the Customer does not pick up the confirmation within 5 days, the Branch will mail the wire confirmation to the Customer.

7. Customer hereby agrees that if it revokes or cancels any Payment Orders, it will indemnify and hold Bank harmless for all loss, claims, expenses, costs or other liability incurred by Bank as a result thereof. Upon receipt of a request by an Authorized Agent to cancel a Payment Order previously communicated to Bank, Bank will use its best efforts to cancel the Order and/or recover the related funds. A communication by the Customer which attempts to cancel or amend a Payment Order must be received by Bank at a time and in a manner affording Bank a reasonable opportunity to act on the communication. Bank makes no representations or warranty as to its ability to revoke or cancel a Payment Order or Transfer once it has been executed.

8. Bank shall not be liable for executing any Payment Order or for any other act performed by Bank relating to such Transfer, nor any claims, expenses, damages or losses arising therefrom, if such Transfer or act is made by an officer, agent or employee of Bank pursuant to instructions, written, oral (including telephonic), or electronically, which such officer, agent or employee reasonably and in good faith believes to be that of Sender.

9. Customer agrees that Bank shall not be liable for any error or delay on the part of any agent used by Bank in the execution of any Payment Order or related act. Further, Bank shall not be liable for any error or delay in Transfer or related act due to any cause other than Bank's own negligence. Bank shall not be liable for any loss, damage, liability, or claim arising directly or indirectly from any error, delay, or failure to perform hereunder which is caused by earthquakes, fires, natural disasters, civil or foreign disturbances, power outages, acts of government, labor disputes, failures in either communication or computer networks, legal constraints, or any other event beyond its control. Customer agrees that it shall at all times have adequate contingency plans in place for these and similar circumstances. Customer agrees that all damages and other compensation due it as a result of Bank's negligence in executing a Payment Order or related act shall be limited to an amount equal to interest on the funds at the Federal Funds rate paid by Bank at the close of business on each day the error or delay remains uncorrected, provided, however, that if Bank is unable to recover all or any part of erroneously transferred funds from a transferee who has no claim to them, Bank shall be liable for Customer's actual loss, not to exceed the amount of funds which Bank is unable to recover. In no event will Bank be liable for any indirect, consequential, punitive, or special damages.

10. Customer acknowledges and agrees that Bank does not have any duty to accept a Payment Order or, before acceptance thereof, to take any action or refrain from taking any action with respect to any Payment Order except as may be provided elsewhere in this Agreement.

11. Bank reserves the right, but shall not be obligated, to electronically record telephonic Transfer requests and/or telephonic callbacks to document instructions received and authentication procedures performed.

12. Funds Transfers executed pursuant to this Agreement may utilize the Fedwire System. The rights and obligations of the parties to such Transfers are governed by Subpart B of Regulation J of the Federal Reserve Board as well as the Uniform Commercial Code (UCC) Article 4A.

13. This agreement shall not be binding upon the Bank until countersigned by an authorized officer of the Bank.

SABADELL UNITED BANK

By: _____
Authorized Bank Officer

Customer Service Officer
Title

10/11/2012
Date

Robert L Spalding
Customer/Account Name

By: _____
Signature/Title

Donald Tescher
Customer/Account Name

By: _____
Signature/Title

Sabadell

Statement of Account

Last statement: July 31, 2012
This statement: August 31, 2012
Total days in statement period: 31

010-000941-4

Direct inquiries to:
561-514-4900

SIMON L BERNSTEIN
OR SHIRLEY BERNSTEIN
7020 LIONS HEAD LANE
BOCA RATON FL 33496

Sabadell Bank & Trust
180 Royal Palm Way
Palm Beach, Florida 33480-4215

Summary of Account Balance

Account	Number	Ending Balance
Preferred Pers Int Checking	010-000941-4	$15,153.18

Preferred Pers Int Checking

Account number
010-000941-4

5 Enclosures

Beginning balance	$23,219.24		
Interest paid year to date	$92.09		
Total additions	$3.94	Total subtractions	$-8,070.00

Number	*Date*	*Amount*
1119	08-01	500.00
1151 *	08-06	4,000.00
1152	08-17	570.00

Number	*Date*	*Amount*
1153	08-24	2,000.00
1154	08-31	1,000.00

** Skip in check sequence*

Date	*Description*	*Additions*	*Subtractions*
08-31	#Interest	3.94	

Daily balances

Date	*Amount*	*Date*	*Amount*	*Date*	*Amount*
07-31	23,219.24	08-06	18,719.24	08-24	16,149.24
08-01	22,719.24	08-17	18,149.24	08-31	15,153.18

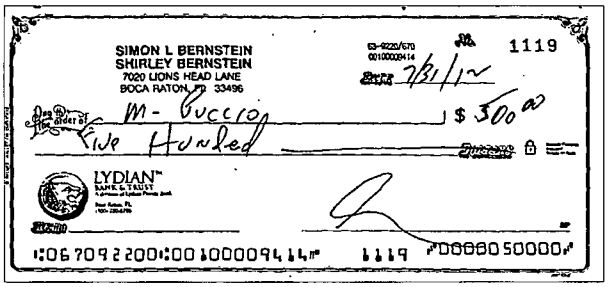
Annual percentage yield earned	0.25 %
Interest-bearing days	31
Average balance for APY	$18,540.21
Interest earned	$3.94

Sabadell SB

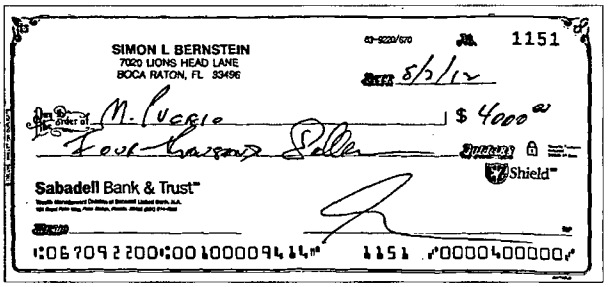
August 31, 2012
010-000941-4

Overdraft/Insufficient Funds Fees

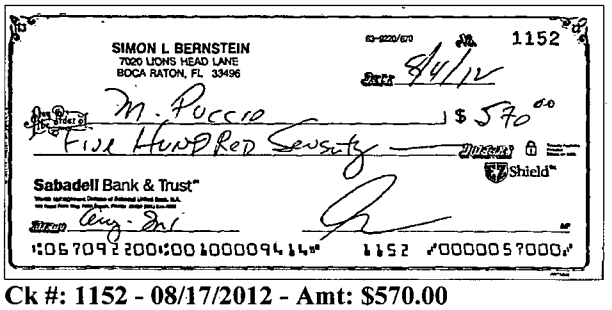
	Total For This Statement Period	Total For This Calendar Year
Total Insufficient Funds (returned items) fees	$0.00	$0.00
Total Overdraft (paid items) fees	$0.00	$0.00



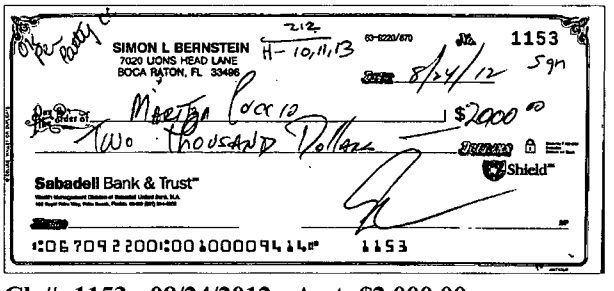
Ck #: 1119 - 08/01/2012 - Amt: $500.00



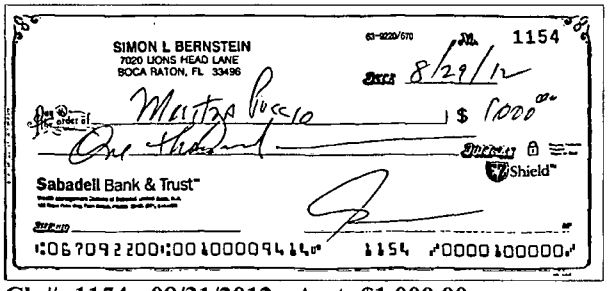
Ck #: 1151 - 08/06/2012 - Amt: $4,000.00



Ck #: 1152 - 08/17/2012 - Amt: $570.00



Ck #: 1153 - 08/24/2012 - Amt: $2,000.00



Ck #: 1154 - 08/31/2012 - Amt: $1,000.00

Sabadell

Statement of Account

Last statement: June 29, 2012
This statement: July 31, 2012
Total days in statement period: 32

010-000941-4

Direct inquiries to:
561-514-4900

SIMON L BERNSTEIN
OR SHIRLEY BERNSTEIN
7020 LIONS HEAD LANE
BOCA RATON FL 33496

Sabadell Bank & Trust
180 Royal Palm Way
Palm Beach, Florida 33480-4215

Summary of Account Balance

Account	Number	Ending Balance
Preferred Pers Int Checking	010-000941-4	$23,219.24

Preferred Pers Int Checking

Account number
010-000941-4

2 Enclosures

Beginning balance	$27,213.74		
Interest paid year to date	$88.15		
Total additions	$553.50	Total subtractions	$-4,548.00

Number	*Date*	*Amount*
1138	07-03	4,000.00
37610 *	07-27	548.00

Number Date Amount
** Skip in check sequence*

Date	*Description*	*Additions*	*Subtractions*
07-30	#Credit Memo REVERSING CHECK #37610 POSTED IN ERROR TO YOUR ACCOUNT	548.00	
07-31	#Interest	5.50	

Daily balances

Date	*Amount*	*Date*	*Amount*	*Date*	*Amount*
06-29	27,213.74	07-27	22,665.74	07-31	23,219.24
07-03	23,213.74	07-30	23,213.74		

Annual percentage yield earned	0.27 %
Interest-bearing days	32
Average balance for APY	$23,537.37
Interest earned	$5.50

Sabadell

July 31, 2012
010-000941-4

Overdraft/Insufficient Funds Fees

	Total For This Statement Period	Total For This Calendar Year
Total Insufficient Funds (returned items) fees	$0.00	$0.00
Total Overdraft (paid items) fees	$0.00	$0.00

Sabadell

Balance Your Account

This form is provided to help you balance your checking account statement.

Adjust balance in checkbook for service charge and other bank charges and credits shown on bank statement not recorded in checkbook.

See that all deposits made by you are properly credited.

See that all checks enclosed in your statement are checks issued by you.

Compare each paid check to your checkbook stubs.

List all checks outstanding in space provided.

Checks Outstanding

Check No.	Amount	
Total		

1

Check off (✔) checks appearing on your statement. Those checks not checked off (✔) should be recorded in the checks outstanding column.

2

Enter your checkbook balance		
Add any deposits or other credits made to your account through transfers, interest, etc. as shown on this statement. (Be sure to enter these in your checkbook).		
Subtotal		
Subtract account service charges (if any)		
Adjusted checkbook balance		**A**

3

Bank balance shown on this statement		
Add Deposits shown in your checkbook but not shown on this statement, because they were made and received after date of this statement.		
Subtotal		
Subtract checks outstanding		
Adjusted bank balance		**B**

Your checkbook is in balance if line **A** agrees with line **B**.

This is the statement of your account at **Sabadell United Bank, N.A.**, member FDIC. Deposits in Sabadell Bank & Trust, wealth management division of Sabadell United Bank, N.A. and other divisions of Sabadell United Bank, N.A. are included within Sabadell United Bank, N.A.'s FDIC insurance coverage and are not separately insured. Sabadell Bank & Trust℠ is a service mark of Banco de Sabadell, S.A. and a trade name of Sabadell United Bank®, N.A.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Telephone or write the SABADELL UNITED BANK, N. A. office which has its telephone number and address printed on the front of this statement as soon as you can. If you think your statement or receipt is wrong or you need more information about a transfer on the statement or receipt.

We must hear from you no later than 60 days after we sent the FIRST statement on which the error or problem appeared.

(1) Tell us your name and account number.

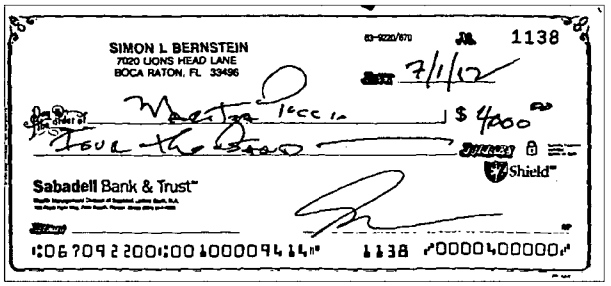
(2) Describe the error or transfer you are unsure about, and explain, as clearly as you can, why you believe an error or why you need more information.

(3) Tell us the dollar amount of the suspected error. If you tell us about an error orally, we may require that you send us your complaint or question in writing within ten (10) business days.

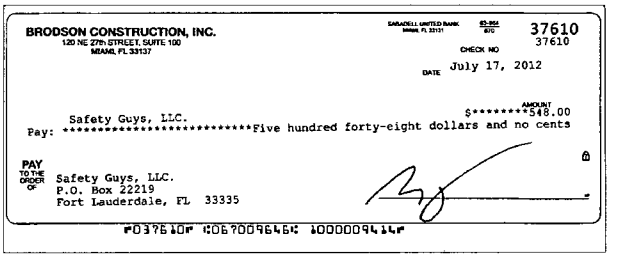
NOTICE TO CONSUMERS:

We will investigate your complaint and will correct any error promptly. If we take more than ten (10) business days to do this, we will PROVISIONALLY recredit your account for the amount you think is in error, so that you will have the use of this money during the time it takes us to complete our investigation. If we have asked you to put your complaint or question in writing and we do not receive it within ten (10) business days, we will not recredit your account. We may take up to forty-five (45) days to investigate your question or complaint. If we conclude there was no error, we will send you an explanation of our findings within three (3) business days after our completion of the investigation. At your request, we will send you copies of the documents we relied in reaching a decision. SABADELL UNITED BANK, N. A. is open for inquiry each business day, Monday through Friday, except for legal holidays.

We suggest you retain this statement for your records.



Ck #: 1138 - 07/03/2012 - Amt: $4,000.00



Ck #: 37610 - 07/27/2012 - Amt: $548.00

Bernstein

JP Morgan - Estate of Simon Bernstein Acct.

J1187.006

JPMorgan Chase Bank, N.A.
Michigan/Florida Markets
P O Box 659754
San Antonio, TX 78265-9754

Primary Account: 000000478015220
For the Period 11/1/13 to 11/29/13

00000403 DPB 021 161 33413 NNNNNNNNNNN T 1 000000000 60 0000
ESTATE OF SIMON L. BERNSTEIN,
DONALD R. TESCHER AND
ROBERT L. SPALLINA, CO-PERSONAL REPS
C/O DONALD R. TESCHER AND
ROBERT L. SPALLINA
4855 TECHNOLOGY WAY STE 720
BOCA RATON FL 33431-3351

J.P. Morgan Team

John C Hawkins	(800) 576-0938
For assistance after business hours, 7 days a week.	(800) 576-6209
Deaf and Hard of Hearing	(800) 242-7383
Online access: **www.jpmorganonline.com**	

JPMorgan Classic Business Checking

Checking Account Summary	Instances	Amount
Beginning Balance		531.59
Ending Balance	0	$531.59

Please note this account had no activity during this statement period. The date of last activity for this account was 08/29/13.

TS005662

3345215022001040301

J.P.Morgan

000000478015220
ESTATE OF SIMON L. BERNSTEIN,
DONALD R. TESCHER AND
ROBERT L. SPALLINA, CO-PERSONAL REPS

Primary Account: 000000478015220
For the Period 11/1/13 to 11/29/13

Fees and Charges for Deposit Accounts

Fees

Description	Volume	Allowed	Excess	Unit Price	Fees
000000478015220					
Monthly Service Fee	1.00	0	1	0.00	0.00
Total Fees					**$0.00**

J.P.Morgan

Primary Account: 000000478015220

For the Period 11/1/13 to 11/29/13

Important Information About Your Statement

In Case of Errors or Questions About Your Electronic Funds Transfers

Call or write to the Bank (Consumers should use the phone number and address on front of statement and non-consumers their J.P. Morgan Team contact information.) if you think your statement or receipt is incorrect, or if you need more information about an electronic transaction on a statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will credit your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation.

In Case of Errors or Questions About Non-Electronic Transfers (Checks or Deposits):

Contact the Bank immediately if your statement is incorrect or if you need more information about any non-electronic transactions (checks or deposits) on this statement. If any such error appears, you must notify the bank in writing as soon as possible after the statement was made available to you. For more complete details, see the applicable account agreements and appendices that govern your account.

Deposit products and services are offered by JPMorgan Chase Bank, N.A. Member FDIC

Mutual Funds/Securities

JPMorgan Funds are distributed by JPMorgan Distribution Services, Inc., which is an affiliate of JPMorgan Chase & Co. Affiliates of JPMorgan Chase & Co. receive fees for providing various services to the funds.

Bank products and services are offered by JPMorgan Chase Bank, N.A. and its affiliates. Securities are offered by J.P. Morgan Securities LLC, member NYSE, FINRA and SIPC.

Investment Products: Not FDIC insured • No bank guarantee • May lose value

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JPMorgan Chase Bank, N.A.
Michigan/Florida Markets
P O Box 659754
San Antonio, TX 78265-9754

Primary Account: 000000478015220
For the Period 8/31/13 to 9/30/13

00000506 DPB 021 161 27413 NNNNNNNNNNN T 1 000000000 60 0000
ESTATE OF SIMON L. BERNSTEIN,
DONALD R. TESCHER AND
ROBERT L. SPALLINA, CO-PERSONAL REPS
C/O DONALD R. TESCHER AND
ROBERT L. SPALLINA
4855 TECHNOLOGY WAY STE 720
BOCA RATON FL 33431-3351

J.P. Morgan Team

John C Hawkins	(800) 576-0938
For assistance after business hours, 7 days a week.	(800) 576-6209
Deaf and Hard of Hearing	(800) 242-7383
Online access: **www.jpmorganonline.com**	

JPMorgan Classic Business Checking

Checking Account Summary	Instances	Amount
Beginning Balance		531.59
Ending Balance	0	$531.59

Please note this account had no activity during this statement period. The date of last activity for this account was 08/29/13.

000000478015220
ESTATE OF SIMON L. BERNSTEIN,
DONALD R. TESCHER AND
ROBERT L. SPALLINA, CO-PERSONAL REPS

Primary Account: 000000478015220
For the Period 8/31/13 to 9/30/13

Fees and Charges for Deposit Accounts

Fees

Description	Volume	Allowed	Excess	Unit Price	Fees
000000478015220					
Monthly Service Fee	1.00	0	1	0.00	0.00
Total Fees					**$0.00**

J.P.Morgan

Primary Account: 000000478015220

For the Period 8/31/13 to 9/30/13

Important Information About Your Statement

In Case of Errors or Questions About Your Electronic Funds Transfers

Call or write to the Bank (Consumers should use the phone number and address on front of statement and non-consumers their J.P. Morgan Team contact information.) if you think your statement or receipt is incorrect, or if you need more information about an electronic transaction on a statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will credit your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation.

In Case of Errors or Questions About Non-Electronic Transfers (Checks or Deposits):

Contact the Bank immediately if your statement is incorrect or if you need more information about any non-electronic transactions (checks or deposits) on this statement. If any such error appears, you must notify the bank in writing as soon as possible after the statement was made available to you. For more complete details, see the applicable account agreements and appendices that govern your account.

Deposit products and services are offered by JPMorgan Chase Bank, N.A. Member FDIC

Mutual Funds/Securities

JPMorgan Funds are distributed by JPMorgan Distribution Services, Inc., which is an affiliate of JPMorgan Chase & Co. Affiliates of JPMorgan Chase & Co. receive fees for providing various services to the funds.

Bank products and services are offered by JPMorgan Chase Bank, N.A. and its affiliates. Securities are offered by J.P. Morgan Securities LLC, member NYSE, FINRA and SIPC.

Investment Products: Not FDIC insured • No bank guarantee • May lose value

2745215028001005060 2

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JPMorgan Chase Bank, N.A.
Michigan/Florida Markets
P O Box 659754
San Antonio, TX 78265-9754

Primary Account: 000000478015220
For the Period 8/1/13 to 8/30/13

00000352 DPI 021 161 24313 NNNNNNNNNNN P 1 000000000 60 0000
ESTATE OF SIMON L. BERNSTEIN,
DONALD R. TESCHER AND
ROBERT L. SPALLINA, CO-PERSONAL REPS
C/O DONALD R. TESCHER AND
ROBERT L. SPALLINA
4855 TECHNOLOGY WAY STE 720
BOCA RATON FL 33431-3351

J.P. Morgan Team

John C Hawkins	(800) 576-0938
For assistance after business hours, 7 days a week.	(800) 576-6209
Deaf and Hard of Hearing	(800) 242-7383
Online access: **www.jpmorganonline.com**	

JPMorgan Classic Business Checking

Checking Account Summary	Instances	Amount
Beginning Balance		**19,541.09**
Checks Paid	2	(19,009.50)
Ending Balance	**2**	**$531.59**

IMPORTANT INFORMATION

Deposit Account Agreement Update

J.P.Morgan

000000478015220
ESTATE OF SIMON L. BERNSTEIN,
DONALD R. TESCHER AND
ROBERT L. SPALLINA, CO-PERSONAL REPS

Primary Account: 000000478015220
For the Period 8/1/13 to 8/30/13

We will update Section H in our Deposit Account Agreement titled Closing Your Account.

Effective July 21, 2013. If you have pending transactions on your account, or are overdrawn, we may not immediately close the account. However, if you ask us, we will restrict additional withdrawals from your account, other than the pending transactions. We will not pay any interest on the account after we have restricted your account.

This change will be reflected in your account agreement; all other terms remain the same. If you have questions, please call us at the telephone number listed on this account statement or visit the nearest Chase branch.

Checks Paid

Check Number	Date Paid	Amount
105	08/26	7,009.50
106	08/29	12,000.00
Total Checks Paid		**($19,009.50)**

You can view images of the checks above at jpmorganonline.com. To enroll in JPMorgan Online, please contact your J.P. Morgan Team or visit jpmorganonline.com.

Daily Ending Balance

Date	Amount
08/26	12,531.59
08/29	531.59

J.P.Morgan

000000478015220
ESTATE OF SIMON L. BERNSTEIN,
DONALD R. TESCHER AND
ROBERT L. SPALLINA, CO-PERSONAL REPS

Primary Account: 000000478015220
For the Period 8/1/13 to 8/30/13

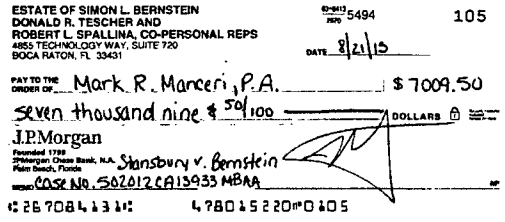
Fees and Charges for Deposit Accounts

Fees

Description	Volume	Allowed	Excess	Unit Price	Fees
000000478015220					
Monthly Service Fee	1.00	0	1	0.00	0.00
Check / Debit Posted	2.00	500	0	0.20	0.00
Total Fees					**$0.00**

JPMorgan Classic Business Checking

000000478015220 ESTATE OF SIMON L. BERNSTEIN, DONALD R. TESCHER AND


ESTATE OF SIMON L. BERNSTEIN
DONALD R. TESCHER AND
ROBERT L. SPALLINA, CO-PERSONAL REPS
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FL 33431

5494 105

DATE 8/21/13

PAY TO THE ORDER OF Mark R. Manceri, P.A. $ 7009.50

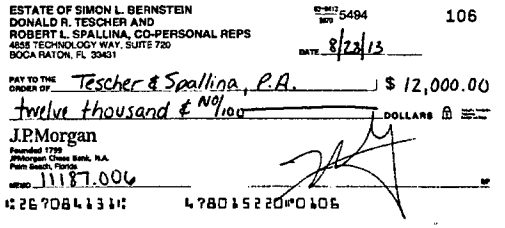
seven thousand nine $ 50/100 DOLLARS

J.P.Morgan
Founded 1799
JPMorgan Chase Bank, N.A.
Palm Beach, Florida

MEMO Stansbury v. Bernstein
CASE NO. 502012CA15933 MBAA

⑆267084133⑆ 4780152220⑈0105

005070105500 AUG 26 #0000000105 $7,009.50


ESTATE OF SIMON L. BERNSTEIN
DONALD R. TESCHER AND
ROBERT L. SPALLINA, CO-PERSONAL REPS
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FL 33431

5494 106

DATE 8/23/13

PAY TO THE ORDER OF Tescher & Spallina, P.A. $ 12,000.00

twelve thousand $ NO/100 DOLLARS

J.P.Morgan
Founded 1799
JPMorgan Chase Bank, N.A.
Palm Beach, Florida

MEMO 11187.006

⑆267084133⑆ 4780152220⑈0106

002670649997 AUG 29 #0000000106 $12,000.00

Important Information About Your Statement

In Case of Errors or Questions About Your Electronic Funds Transfers

Call or write to the Bank (Consumers should use the phone number and address on front of statement and non-consumers their J.P. Morgan Team contact information.) if you think your statement or receipt is incorrect, or if you need more information about an electronic transaction on a statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will credit your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation.

In Case of Errors or Questions About Non-Electronic Transfers (Checks or Deposits):

Contact the Bank immediately if your statement is incorrect or if you need more information about any non-electronic transactions (checks or deposits) on this statement. If any such error appears, you must notify the bank in writing as soon as possible after the statement was made available to you. For more complete details, see the applicable account agreements and appendices that govern your account.

Deposit products and services are offered by JPMorgan Chase Bank, N.A. Member FDIC

Mutual Funds/Securities

JPMorgan Funds are distributed by JPMorgan Distribution Services, Inc., which is an affiliate of JPMorgan Chase & Co. Affiliates of JPMorgan Chase & Co. receive fees for providing various services to the funds.

Bank products and services are offered by JPMorgan Chase Bank, N.A. and its affiliates. Securities are offered by J.P. Morgan Securities LLC, member NYSE, FINRA and SIPC.

Investment Products: Not FDIC insured • No bank guarantee • May lose value

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JPMorgan Chase Bank, N.A.
Michigan/Florida Markets
P O Box 659754
San Antonio, TX 78265-9754

Primary Account: 000000478015220
For the Period 6/29/13 to 7/31/13

00000289 DPB 021 161 21313 NNNNNNNNNNN T 1 000000000 60 0000

ESTATE OF SIMON L. BERNSTEIN,
DONALD R. TESCHER AND
ROBERT L. SPALLINA, CO-PERSONAL REPS
C/O DONALD R. TESCHER AND
ROBERT L. SPALLINA
4855 TECHNOLOGY WAY STE 720
BOCA RATON FL 33431-3351

J.P. Morgan Team

John C Hawkins	(800) 576-0938
For assistance after business hours, 7 days a week.	(800) 576-6209
Deaf and Hard of Hearing	(800) 242-7383
Online access: **www.jpmorganonline.com**	

JPMorgan Classic Business Checking

Checking Account Summary	Instances	Amount
Beginning Balance		19,541.09
Ending Balance	0	$19,541.09

Please note this account had no activity during this statement period. The date of last activity for this account was 06/27/13.

J.P.Morgan

000000478015220
ESTATE OF SIMON L. BERNSTEIN,
DONALD R. TESCHER AND
ROBERT L. SPALLINA, CO-PERSONAL REPS

Primary Account: 000000478015220
For the Period 6/29/13 to 7/31/13

Fees and Charges for Deposit Accounts

Fees

Description	Volume	Allowed	Excess	Unit Price	Fees
000000478015220					
Monthly Service Fee	1.00	0	1	0.00	0.00
Total Fees					**$0.00**

TS00577

J.P.Morgan

Primary Account: 000000478015220
For the Period 6/29/13 to 7/31/13

A clearer description of transaction terms used in account statements

This message is to make you aware of new language that will be used to describe a type of transaction in account statements and online activities:

Beginning July 22, 2013, if you cash a check and it is returned to us without being paid, the transaction will be listed on your statement as Cashed Check Returned.

This is not a new transaction type. It is simply a clearer description of this type of account activity.

Currently, a single term (Deposited Item Returned) is used to describe two types of of transactions: deposited and cashed items that are returned to us without being paid. After July 22, this term will only be used to indicate a deposited check that is returned.

All other terms and conditions for your account(s) remain the same.

Please contact your J.P. Morgan team if you have any questions or require more information

213521510000100028902

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Investment Products: Not FDIC insured • No bank guarantee • May lose value

JPMorgan Chase Bank, N.A.
Michigan/Florida Markets
P O Box 659754
San Antonio, TX 78265-9754

Primary Account: 000000478015220
For the Period 6/1/13 to 6/28/13

00000137 DPI 021 161 18013 YNNNNNNNNNN P 1 000000000 60 0000
ESTATE OF SIMON L. BERNSTEIN,
DONALD R. TESCHER AND
ROBERT L. SPALLINA, CO-PERSONAL REPS
C/O DONALD R. TESCHER AND
ROBERT L. SPALLINA
4855 TECHNOLOGY WAY STE 720
BOCA RATON FL 33431-3351

J.P. Morgan Team

John C Hawkins	(800) 576-0938
For assistance after business hours, 7 days a week.	(800) 576-6209
Deaf and Hard of Hearing	(800) 242-7383
Online access: **www.jpmorganonline.com**	

JPMorgan Classic Business Checking

Checking Account Summary	Instances	Amount
Beginning Balance		**39,541.09**
Checks Paid	1	(20,000.00)
Ending Balance	**1**	**$19,541.09**

J.P.Morgan

000000478015220
ESTATE OF SIMON L. BERNSTEIN,
DONALD R. TESCHER AND
ROBERT L. SPALLINA, CO-PERSONAL REPS

Primary Account: 000000478015220
For the Period 6/1/13 to 6/28/13

Checks Paid

Check Number	Date Paid	Amount
104	06/27	20,000.00
Total Checks Paid		**($20,000.00)**

You can view images of the checks above at jpmorganonline.com. To enroll in JPMorgan Online, please contact your J.P. Morgan Team or visit jpmorganonline.com.

Daily Ending Balance

Date	Amount
06/27	19,541.09

Fees and Charges for Deposit Accounts

Fees

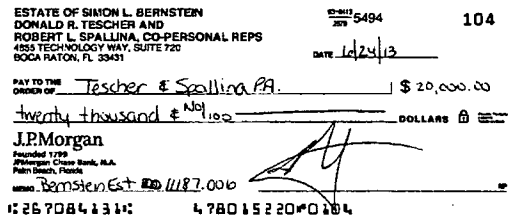
Description	Volume	Allowed	Excess	Unit Price	Fees
000000478015220					
Monthly Service Fee	1.00	0	1	0.00	0.00
Check / Debit Posted	1.00	500	0	0.20	0.00
Total Fees					**$0.00**

J.P. Morgan

Primary Account: 000000478015220
For the Period 6/1/13 to 6/28/13

JPMorgan Classic Business Checking

000000478015220 ESTATE OF SIMON L. BERNSTEIN, DONALD R. TESCHER AND



ESTATE OF SIMON L. BERNSTEIN
DONALD R. TESCHER AND
ROBERT L. SPALLINA, CO-PERSONAL REPS
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FL 33431

5494 104

DATE 6/24/13

PAY TO THE ORDER OF Tescher & Spallina P.A. $ 20,000.00

twenty thousand & No/100 DOLLARS

J.P.Morgan
Founded 1799
JPMorgan Chase Bank, N.A.
Palm Beach, Florida

MEMO Bernstein Est 11187.006

⑆267084131⑆ 478015220⑈0104

002670962871 JUN 27 #0000000104 $20,000.00

Please note that you can view your historical check images online and easily enroll in eDelivery by going to www.MorganOnline.com.

J.P.Morgan

TS005682

18052160410010013702

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Investment Products: Not FDIC insured • No bank guarantee • May lose value

J.P.Morgan

Patti Gibbons
Account Opening Specialist

October 18, 2012

Messrs. Donald R. Tescher and
Robert L. Spallina, Co-Personal Representatives
Estate of Simon L. Bernstein
c/o Tescher & Spallina, P.A.
4855 Technology Way
Suite 720
Boca Raton, FL 33431

Re: JPMorgan Checking Account No. 478015220 for the Estae of Simon L. Bernstein

Gentlemen:

We are pleased to confirm the opening of the above referenced account at J.P. Morgan. These are the details associated with your account. After ten business days, we will assume the account documentation is correct. Please note that any subsequent new accounts you open will be governed by the J.P. Morgan Combined Terms and Conditions and the applicable account agreement.

Name	Role	Telephone
Todd Adelstein	Banker	561-995-5053
Christopher R Prindle	Investment Specialist	561-838-4669
Patricia A Gibbons	Account Opening Specialist	561-838-4607
John C Hawkins Jr.	Client Service Associate	800-576-0938
Matthew Marcin	Client Service Associate	800-576-0938

Thank you for your trust and confidence in J.P. Morgan.

Sincerely,

Patricia A Gibbons
Account Opening Specialist

205 Royal Palm Way, Palm Beach, Florida 33480
Telephone 561 838 4607 Facsimile 561 833 5683 patricia.x.gibbons@jpmchase.com

JPMorgan Chase Bank, N.A.

J.P.Morgan

10/18/12

ROBERT L SPALLINA
DONALD R TESCHER
SIMON L BERNSTEIN TRUST
4855 TECHNOLOGY WAY,
SUITE 720
BOCA RATON, FL 33431

Account Number	Product Name	Account Title
478018083	Deposit (Checking)	SIMON BERNSTEIN TST

We are pleased to confirm the opening of the above referenced account(s) at J.P. Morgan. These are the details associated with your account(s). After ten business days, we will assume the account documentation is correct. Please note that any subsequent new accounts you open will be governed by the J.P. Morgan Combined Terms and Conditions and the applicable account agreement.

The following materials are enclosed for your records:
- Fee Schedule(s)
- Depositing Securities & Cash into JPMorgan Account
- Deposit Rates
- JPMorgan Privacy Policy
- Privacy Policy Notice Letter
- Combined Terms and Conditions

Name	Role	Telephone
Todd Adelstein	Banker	561-995-5053
Christopher R Prindle	Investment Specialist	561-838-4669
Karen M Protokowicz	Account Opening Specialist	561-838-4674
John C Hawkins jr	Client Service Associate	800-576-0938
Matthew Marcin	Client Service Associate	800-576-0938

Thank you for your trust and confidence in J.P. Morgan.

Sincerely,

Karen M Protokowicz
Account Opening Specialist

Enclosures

Services and Fees for Business Banking
JPMorgan Classic Business Checking

The following complimentary products and services are available to you as a Private Bank client. There are no monthly maintenance or Deposit Insurance fees, and no minimum balance requirements.

- ATM Deposits and Withdrawals
- Cashiers Checks
- Check and Statement Copies, Duplicate Statements
- Checkbooks and all Check Accessories
- Deposited Items Returned and Returned Items
- Incoming Wire Transfers
- Money Orders
- Online Banking with JPMorgan Online[1]
- Quick Deposit Scanner[2]
- Stop Payments

Monthly Transaction Fees

Banking Transactions

A total of 200 banking transactions and items are allowed per month at no charge. Above 200 transactions, the following fees apply.

Checks Paid/Debits	$0.20 each
Deposits/Credits	$0.80 each
Deposited Items[3]	$0.20/item

Wire Transfers

A total of 3 outbound wire transfers are allowed per month at no charge. Above 3 wires, the following fees apply.

Domestic Outgoing	$40.00/item
International Outgoing	$60.00/item
Domestic Outgoing via JPMorgan Online	$25.00/item
International Outgoing via JPMorgan Online	$40.00/item

Cash Advance Fee

Obtaining cash with your Chase Debit Card without a PIN at participating locations, such as non-Chase bank branch tellers	Greater of 3% of the transaction amount OR $5.00

Cash Deposit Processing

There are no fees for the first $50,000 deposited per month. Above $50,000, the following fees apply. See additional **Business Deposit Express℠** disclosures on reverse.

Night Drop & Post Verification	$1.00 per $1,000
Immediate Verification	$1.50 per $1,000

Fees for these items will be eliminated as of August 1, 2012.

Coin Roll Order	$0.15 per roll
Currency Strap Order	$0.50 per strap
Cash Deposit Bag – Full Bag	$5.00 flat fee per bag
Cash Deposit Bag – Partial / Mixed Bag	$2.50 flat fee per bag

Footnotes

1. There is no fee to access your accounts via JPMorgan Online, but some online services are subject to fees. Refer to Additional Fees for Business Accounts on following page.
2. One complimentary scanner is provided to each client. Refer to Additional Fees for Business Accounts on following page.
3. Deposited Items refers to the number of checks included in each deposit.

JPMorgan Chase Bank, N.A. Member FDIC
6/2012
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J.P.Morgan

Additional Service Fees for Business Accounts

This is a list of fees for additional banking services available for JPMorgan Classic Business Checking. Please contact your J.P. Morgan Team to discuss additional cash management services.

Online Banking Services

ACH Payments

First 25 Payments.....Free
Per item, above the first 25.....$0.15/item

ACH Collections

First 25 Collections.....$25.00/month
Per item, above the first 25.....$0.25/item

Invoicing

First 25 items.....$25.00/month
Per item, above the first 25.....$0.25/item

Miscellaneous

Hold All Mail Service.....$500 per year
International Accounts only

Quick Deposit℠

First scanner is provided free of charge

Single Feed Scanner Monthly Maintenance Fee..... $25.00/month
Additional Single Feed Check Scanner..... $300.00/scanner

Multiple Feed Scanner Monthly Maintenance Fee... $50.00/month
Additional Multiple Feed Check Scanner..... $600.00/scanner

Overdrafts

An overdraft created by a withdrawal, debit or instruction to transfer funds from your checking account which we choose to honor will be charged at the Overdraft Interest rate we establish, currently Prime + 4%, not to exceed the maximum lawful rate. The overdraft will continue to accrue interest until it is paid in full. An overdraft may be caused by insufficient or uncollected funds. Interest on the overdraft amount will be charged on a 360-day basis and will be assessed on overdrafts regardless of amount. The Overdraft Interest charge will be made on the first business day of the month following the overdraft activity. This does not constitute an agreement on our part to pay any item or honor any instruction if there are insufficient balances in your checking account to cover the item(s) or transfer(s). The best way to avoid this interest charge is to maintain sufficient balances in your checking account to cover anticipated payments.

JPMorgan Chase Business Deposit Express℠

1. Business Deposit Express services ("Services") apply to Depository Bags (see paragraph 2) received at the Branches, including but not limited to, night depositories, bulk deposits made over the counter, delivered by Customer's armored car or courier, Bank Commercial Deposit Machines and Commercial Cash Centers. Upon request, the Bank shall issue Customer a key to certain designated vault facilities ("Facilities").
2. Customer shall utilize tamper resistant disposable bags ("Depository Bags") which conform to such standards as the Bank may establish from time to time.
3. Customer agrees to the following:
   a. The Facilities shall only be used for the delivery to the Bank of Depository Bags which shall contain only currency and/or negotiable instruments together with a deposit ticket prepared by the Customer.
   b. The Bank may, prior to verification of the contents of the Depository Bag, provisionally credit Customer's account based on the amount stated on Customer's deposit ticket.
   c. The Bank shall, not in the presence of Customer, count and verify the contents of Depository Bags. The Bank's count shall be controlling and final and the Bank will notify Customer of any adjustment to the amount of the deposit.
   d. No deposit is deemed to be made until the Bank has concluded its verification process and credited Customer's account.
4. The use of the Facilities is at Customer's sole risk and Bank shall not be liable for any loss, destruction or disappearance of any Depository Bag or any part of the alleged contents prior to verification by Bank.
5. The Bank may terminate any of these Services at any time upon notice to Customer. Customer shall promptly return to Bank all Depository Bags and keys to any Facility.

JPMorgan Chase Bank, N.A. Member FDIC
6/2012
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J.P.Morgan

Depositing Securities and Cash into a J.P. Morgan Account

J.P.Morgan

Follow the instructions below to transfer securities or cash to a J.P. Morgan account. (Please see separate instructions for deposits to a JPMSI margin account.)

Please note that for all "alpha" accounts, when transferring securities you will only be able to list the "Alpha" and the first seven (7) digits of your account number. There is a 12-character limit on account numbers; therefore, "Q1234567" is the maximum allowed.

A. Securities

All Depository Trust Company-eligible* & Free transactions should be directed to:

JPMorgan Chase Bank, N.A.

DTC Participant Number **902**

FFC to Account Number – **P72500**

For Account Number – _____

For Account of _____

All Federal Reserve-eligible U.S. Government transactions should be directed to:

JPMCHASE/CUST

ABA# 021 000 021

FFC to Account Number – **P72500**

For Account Number – _____

For Account of _____

All Physical transactions should be directed to:

Mail in Deliveries: (Overnight and Regular Mail)

Service Teams Outside NY should Fed Ex certs / docs overnight to:
JPMorgan Chase Bank, N.A.
Attn: Physical Processing
500 Stanton Christiana Road
Ops 3, 2nd Floor
Newark, DE 19713-2107

FFC: _____

For account of _____

Service Teams in NY should send certs / docs to:
JPMorgan Chase Bank, N.A.
Attn: Physical Receive Department
4 Chase Metrotech Center
3rd Floor
Brooklyn, NY 11245-0001

FFC: _____

For account of _____

Street Deliveries: (via third party messenger, or walk-up)

JPMorgan Chase Bank, N.A.
Attn: Physical Receive Department
4 Chase Metrotech Center, 1st Floor, Window #5
Brooklyn, NY 11245-0001
(Use Willoughby Street Entrance)
Internal Account #: P72500

FFC: _____

For account of _____

Affirmation Instructions:

Standing Instruction Broker

DTC 902
Agent I.D. #29038
Institution I.D. #27656
Agent Interested Account - PBD#_____
Interested Party #27656
A/C **P72500**
Both the Agent Interested Account number and the A/C **P72500** *account number must be referenced.*

MONEY MANAGER is the affirming party

DTC 902
Agent I.D. #28574
Institution I.D. – _____
Agent Interested Account - PBD# _____
Interested Party #27656
A/C **P72500**
Both the Agent Interested Account number and the A/C **P72500** *account number must be referenced.*

B. Foreign Currency

*Note that when depositing foreign currency to an account, whether the funds are converted to USD or not, please contact your Account Officer for correct wiring instructions.

Depositing Securities and Cash into a J.P. Morgan Account

J.P.Morgan

C. Cash Deposits

Please include deposit ticket with check, checks can be sent to:

Regular Mail
KY1-0900
JPMorgan Chase Bank, N.A.
P.O. Box 34110
Louisville, KY 40232-4110
**Account Number* – _____
For Account of – _____

Overnight Mail
KY1-0900
JPMorgan Chase Bank, N.A.
6714 Grade Lane, Bldg. 8, Suite 807
Louisville, KY 40213
**Account Number* – _____
For Account of – _____

Foreign Checks
JPMorgan Chase Bank, N.A.
International Check Collections
1111 Fannin Street, Floor 13
Houston, TX 77002
Mail Code-TX2-F012

For ACH transfers, the ABA and Account Information should be taken from the MICR line of the checks.
ACH transfers should be sent to:

Checking and Money Market Deposit (MMDA) Accounts
JPMorgan Chase Bank, N.A.
**ABA # - _____ (enter from list below)
**Account Number* – _____
For Account of – _____

All Other Accounts
JPMorgan Chase Bank, N.A.
500 Stanton Christiana Rd
Newark, DE 19713
ABA # 022 000 842
**Account Number* – _____
For Account of – _____

Federal Fund wires should be sent to:

JPMorgan Chase Bank, N.A.
ABA # 021 000 021
**Account Number* – _____
For Account of – _____

*For deposits, ACH transfers, and wires account number must be numeric. Insert account number converting alpha characters to a numeric prefix (i.e. A12345-000 = 1012345000).

If Alpha is:	Numeric prefix is:	If Alpha is:	Numeric prefix is:	If Alpha is:	Numeric prefix is:
A	10	P	25	S	28
C	12	Q	26	V	31
H	17	R	27	W	32

**ABA #s need to be selected based upon the Bank State the account is opened. For assistance in selecting please contact your J.P. Morgan Service Team.

If Bank State is:	ABA # is:	If Bank State is:	ABA # is:	If Bank State is:	ABA # is:
AZ (601)	122 100 024	ID (702)	123 271 978	OH/WV (001)	044 000 037
CA/NV (703)	322 271 627	IL (111)	071 000 013	OK (662)	103 000 648
CO (501)	102 001 017	IN (053)	074 000 010	OR/WA (702)	325 070 760
CT/NJ/NY (802)	021 000 021	KY (034)	083 000 137	TX (201)	111 000 614
FL (021)	267 084 131	LA (552)	065 400 137	UT (602)	124 001 545
GA (021)	061 092 387	MI (021)	072 000 326	WI (121)	075 000 019

PRIVATE BANKING
BUSINESS DEPOSIT RATES

Effective Date

October 18, 2012

Private Banking Checking and Savings Accounts

JPMorgan Classic Business Checking[1]

All balances	*noninterest-bearing*

JPMorgan Business Checking[1]

All balances	*noninterest-bearing*
Earnings Credit Rate	0.30%

JPMorgan Business Checking with Interest[2]

	Rate	APY
$0 - $24,999	0.01%	0.01%
$25,000 - $249,999	0.01%	0.01%
$250,000 - $999,999	0.01%	0.01%
$1,000,000 - $4,999,999	0.01%	0.01%
$500,000 +	0.01%	0.01%

JPMorgan Business Savings[2]

Accounts with balances of $25MM or less[3]

	Rate	APY
$0 - $24,999	0.15%	0.15%
$25,000 - $99,999	0.15%	0.15%
$100,000 - $249,999	0.25%	0.25%
$250,000 - $499,999	0.25%	0.25%
$500,000 - $999,999	0.25%	0.25%
$1,000,000 - $10,000,000	0.25%	0.25%
$10,000,000.01 - $25,000,000	0.20%	0.20%

JPMorgan Private Business Index Deposit Account[4]

	Rate	APY
All balances	0.10%	0.10%

Titanium Certificates of Deposit

Accounts with balances of $25MM or less

	Mininum Balance							
	$0 - $99,999		$100,000 - $499,999		$500,000 - $4,999,999		$5,000,000 +	
TERM	Rate	APY	Rate	APY	Rate	APY	Rate	APY
7 Days	0.05%	0.05%	0.05%	0.05%	0.10%	0.10%	0.10%	0.10%
30 Days	0.05%	0.05%	0.05%	0.05%	0.10%	0.10%	0.10%	0.10%
60 Days	0.05%	0.05%	0.05%	0.05%	0.10%	0.10%	0.10%	0.10%
90 Days	0.10%	0.10%	0.15%	0.15%	0.25%	0.25%	0.25%	0.25%
180 Days	0.10%	0.10%	0.15%	0.15%	0.25%	0.25%	0.25%	0.25%
12 Months	0.15%	0.15%	0.25%	0.25%	0.35%	0.35%	0.35%	0.35%
18 Months	0.30%	0.30%	0.35%	0.35%	0.40%	0.40%	0.40%	0.40%
24 Months	0.40%	0.40%	0.45%	0.45%	0.50%	0.50%	0.50%	0.50%
36 Months	0.40%	0.40%	0.45%	0.45%	0.55%	0.55%	0.55%	0.55%
60 Months	0.44%	0.44%	0.49%	0.49%	0.59%	0.59%	0.59%	0.59%
84 Months	0.75%	0.75%	0.85%	0.85%	0.95%	0.95%	0.95%	0.95%
120 Months	0.75%	0.75%	0.85%	0.85%	0.95%	0.95%	0.95%	0.95%

For Rates on Titanium CD terms not displayed, please speak with your banker.

1. Through December 31, 2012, the FDIC will provide unlimited coverage on all personal and business noninterest-bearing transaction accounts including JPMorgan Classic Business Checking and JPMorgan Business Checking. Unlimited FDIC coverage does not include other checking or demand deposit accounts that may earn interest, NOW accounts (interest-bearing checking accounts), and money-market deposit accounts.

2. Interest on JPMorgan Business Checking with Interest and JPMorgan Business Savings is compounded monthly, and computed on a 365-day basis.

3. Accounts with balances in excess of $25,000,000 will earn the following rates on all balances in the account:

Balances	Rate	APY
$25,000,000.01 +	0.10%	0.10%

4. Minimum initial deposit of $1MM required. Interest on the JPMorgan Private Business Index Deposit Account is compounded daily, and computed on a 360-day basis.

Rate refers to Interest Rate and APY refers to Annual Percentage Yield. Penalty for early withdrawal on CDs. Checking and savings account fees could reduce earnings.

Florida - Southern

JPMorgan Chase Bank, N.A. Member FDIC

J.P.Morgan

Rev. June 2012

FACTS **WHAT DOES J.P. MORGAN'S PRIVATE BANK DO WITH YOUR PERSONAL INFORMATION?**

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: ▪ Social Security number and income ▪ account balances and transaction history ▪ credit history and payment history When you are *no longer* our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons the Private Bank chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does the Private Bank share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For marketing purposes – to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' use in meeting your private banking needs	Yes	No
For our affiliates' everyday business purposes other than your private banking needs – information about your transactions and experiences	No	We don't share
For our affiliates' everyday business purposes other than your private banking needs – information about your creditworthiness	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?	Go to: www.jpmorgan.com/pages/jpmorgan/private_banking/privacy_policy

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The Private Bank

Respecting and protecting client privacy have always been vital to our relationships with clients.

The attached Privacy Notice, which is now in a format recommended by federal regulators, describes how J.P. Morgan Private Bank keeps client information private and secure and uses it to serve you better. As shown, the J.P. Morgan companies that provide private banking services do not use client information for purposes not related to the Private Bank. Additionally, we keep your information under physical, electronic and procedural controls, and authorize our agents and contractors to get information about you only when they need it to do their work for us.

The Private Bank uses information we have about you in order to make private banking products and services available to you through the Private Bank, including loans, deposits and investments, to meet your private banking needs. Using your information in this way, through the authorization you provided as part of your private banking application, may qualify you for account upgrades, improved client services and new service offerings based on our more complete knowledge of your relationship with the Private Bank.

The Private Bank is a part of J.P. Morgan Asset Management* and provides private banking services for private bank clients. The Private Bank includes those units of JPMorgan Chase Bank, N.A., J.P. Morgan Trust Company of Delaware and J.P. Morgan Securities LLC dedicated to the Private Bank, as well as alternative investment funds offered through the Private Bank.

Our Privacy Notice applies to the relationships of clients or former clients with the Private Bank in the United States, as well as to the relationships of clients or former clients with our offices outside the United States that are registered with the Securities and Exchange Commission. (If you reside outside the United States, you may also have privacy protections under the local laws applicable in that jurisdiction.)

Please speak with your J.P. Morgan representative should you have any questions or concerns. Thank you for the trust and confidence you place in us.

*J.P. Morgan Asset Management is the marketing name for the asset management businesses of JPMorgan Chase & Co.

Who we are	
Who is providing this notice?	Those units of JPMorgan Chase Bank, N.A., J.P. Morgan Trust Company of Delaware and J.P. Morgan Securities LLC dedicated to the Private Bank.

What we do	
How does the Private Bank protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We authorize our employees to get your information only when they need it to do their work, and we require companies that work for us to protect your information.
How does the Private Bank collect my personal information?	We collect your personal information, for example, when you: ▪ open an account or deposit money ▪ pay your bills or apply for a loan ▪ use your credit or debit card We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: ▪ sharing for affiliates' everyday business purposes–information about your creditworthiness ▪ affiliates from using your information to market to you ▪ sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. ▪ *Our affiliates include companies with the Chase or J.P. Morgan name and financial companies such as Chase Bank USA, N.A.*
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. ▪ *The Private Bank does not share with nonaffiliates so they can market to you.*
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. ▪ *The Private Bank does not jointly market.*

Other important information

State laws:

NV: We are providing you this notice pursuant to Nevada law. If you prefer not to receive marketing calls from us, you may be placed on our Internal Do Not Call List by calling 1-800-945-9470, or by writing to us at P.O. Box 659752, San Antonio, TX 78265. For more information, contact us at the address above, or email Privacy.Info@JPMChase.com, with "Nevada Annual Notice" in the subject line. You may also contact the Nevada Attorney General's office: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; telephone number: 702-486-3132; email BCPINFO@ag.state.nv.us.

COMBINED TERMS AND CONDITIONS

J.P.Morgan

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NOTE – This document contains various account agreements related to deposit, custody, and brokerage services offered at J.P. Morgan. Only those agreements specific to the service requested shall apply.

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GENERAL TERMS FOR ACCOUNTS AND SERVICES

"Account" refers to the account or accounts subject to these General Terms and an additional account agreement. "Accountholder" means the person or entity (also called "you" or "your") who owns the Account. "We," "us," "our" and the "Bank" mean JPMorgan Chase Bank, N.A. (JPMCB) or, in the case of a product or service furnished by, or Account with, or Obligations owed to another Morgan Affiliate, that Morgan Affiliate. Other definitions of capitalized terms used in these General Terms are found in the Definitions Section.

1. Types of Accounts

The titles under which accounts are opened, the selection of the type of account or opening an account for a minor under various states' Uniform Transfers or Gifts to Minors Acts (UTMA/UGMA) have important consequences for taxes, control of assets, and wealth and estate planning. Clients should discuss how to structure financial accounts with their own legal or tax adviser. Material provided by J.P. Morgan is not intended to provide, and should not be relied on for, accounting, legal, estate planning or tax advice nor does it provide investment advice unless specifically contracted for.

Individual Accounts

Where only one individual appears on the Application or a signature card as the owner of such account, the Account will be treated as a solely owned account. In the event of the Accountholder's death or adjudication of incompetence, we have the right to honor checks or other items drawn against the Account until ten days after we receive actual written notice of death or incompetence, and upon such notice, we may restrict access to the Account until your executor, administrator or other representative of the estate provides the appropriate documentation to us, including a death certificate. To the extent and under the circumstances permitted by the laws of the state governing your Account, upon receipt of actual written notice and proof of your death, the balance in your Account will be paid to the person or entity you designate to "pay on death" ("POD") or whom you designate as a POD payee or beneficiary on your Account's signature card, Application, or other form provided by us.

Joint Accounts

Unless the signature card or Application provides otherwise, where two or more individuals are designated or appear on a signature card or Application as owners of such Account, then as between them, they will be treated as joint tenants with rights of survivorship. For any joint account where a joint owner has died, we need not release funds in the Account until all legal documents are delivered to us. You will notify us of the death of any joint owner and reimburse us for any tax we may be required to pay by reason of our payment or release of funds in the Account. Certain states also permit married residents to own property as community property or as tenants by the entirety. These forms of ownership have different attributes than ownership as joint tenants with right of survivorship. You must consult your own legal advisor about which type of account is best for you.

Any joint owner may close the Account. We may, at our sole discretion, act upon the instructions of any joint owner, including an instruction to withdraw funds or add a signatory to the Account, without the consent of the other joint owner. However, we are under no obligation to follow such instruction, and may refuse to do so without liability. We also may pay all or any part of the funds in the Account to any of the joint owners upon request of that joint owner or to a court or governmental agency upon receipt of a garnishment order, tax levy or similar legal process identifying any one of the joint owners.

Any Accountholder may grant a security interest in a joint account without the consent of the other owners. All joint owners will be jointly and severally liable for all Obligations, whether or not that particular owner incurred the Obligation or received benefit from a transaction which resulted, directly or indirectly, in such Obligation.

For deposit accounts, we may refuse to accept items for deposit or to pay withdrawals on the signature of any one of several joint account owners if we receive a written request not to do so from any joint account owner. After we receive such written request, we may refuse to honor any check, draft or demand upon the account by any of the joint account owners, including the one providing the request to us, unless all of the joint account owners concur in the withdrawal of funds from the account. In the event we receive such a written request, we shall be relieved of any and all liability to every joint account owner for failure or refusal to honor any check, draft or other demand for payment or withdrawal unless all of the joint account owners join in the drawing or other request. This shall not affect transactions previously completed.

Each joint owner appoints each of the others as such joint owner's agent and attorney in fact with power to endorse and deposit items payable to such joint owner in the joint account. If a joint account is established without the signature of the other joint owner, you will hold us harmless for our reliance upon the designation of the other as a joint owner.

If you hold an investment through your Account which is entered into under a separate agreement, for example, an investment in a hedge fund, the agreements governing such investment may impose terms and conditions on investors that are at variance with the characteristics of the type of joint account you have selected. You agree that the terms and conditions in such investment's governing documents supersede and prevail over this Agreement. However, this Agreement governs any proceeds distributed to the Account as a result of such investment, including, without limitation, liquidation proceeds.

Accounts for Minors

The custodian of an Account opened for a minor under the Uniform Transfers or Gifts to Minors Act controls the Account, but the designated minor is the owner of the funds in the Account. The Social Security number of the minor is to be used for income tax reporting. The gift to the minor is irrevocable. The Account cannot be pledged as collateral for a personal loan to the custodian nor checks cashed against the Account, except as otherwise permitted by law. When the minor reaches the age mandated by law, the custodian is charged with disbursing the funds to terminate the custodianship.

Deposit Account ("Totten") Trusts and Representative Payee

If a deposit account is established as "in trust for" ("ITF") or as trustee for a third person without formal trust documents, the Account may be treated as a Totten Trust account or as otherwise required by the laws of the state where the deposit is located.

If you have opened the account as a Representative Payee for receipt of certain federal benefits on behalf of a beneficiary, you agree that you will cause to be deposited into the Account only those benefits payable to the beneficiary. The Bank is neither obligated to ensure that only those eligible federal benefits are deposited into the Account, nor does it have a duty to determine whether any withdrawals or transfers from the Account are for the benefit of the beneficiary. If the beneficiary dies, you agree to (a) promptly notify the Bank, (b) no longer permit further deposits to the Account, (c) promptly notify the Bank if any such deposits are made, and (d) maintain sufficient available

balances in the Account from which any benefit payments may be reclaimed by the applicable U.S. Government agency. If the Bank is unable to debit the Account or if there are insufficient available funds in the Account from which to debit the full amount of any reclamation by the government, you authorize the Bank to offset any account owned by you or the beneficiary for any amounts reclaimed by the applicable U.S. Government agency.

Transfer on Death Accounts
Securities in an Account designated as "Transfer on Death" ("TOD") will be held for the benefit of the beneficiaries you designate on the Application. Upon the death of the last surviving Accountholder, ownership of the Securities passes to those beneficiaries, not the deceased Accountholder's estate. If there are two or more beneficiaries, they will hold as tenants in common. If no beneficiary survives the death of all Account owners, the Securities will be part of the last surviving owner's estate. TOD Accounts may not be available in all States and are available only for Accounts eligible to hold Securities.

2. Your Representations and Warranties
All information provided in the Application or otherwise given to us from time to time is accurate, true and complete.

For individual and joint accounts, the identified Accountholders are the beneficial owners. For entity accounts, beneficial ownership is as you have told us. You will notify us immediately if the beneficial ownership of any Account changes.

If you are a natural person, you represent and warrant that you are of the age of majority according to the law of your place of residence and of the place of your Accounts.

If you establish the Account when acting in a fiduciary capacity, (i) all beneficial interests in the estate, trust or Account for which you are a fiduciary are owned by individuals or by non-profit organizations; and (ii) you are legally empowered to enter into and perform this Agreement in such capacity.

If the Account is to be maintained in the name of a sole proprietorship, (i) you are the sole owner of the sole proprietorship; (ii) the sole proprietorship is doing business under the name and style of, and at the location, given in the Application; (iii) you will be personally responsible for any debts, deficiencies or overdrafts in the sole proprietorship Account; and (iv) checks drawn on the sole proprietorship's Account may be debited against any Account you hold, in your individual name or jointly, with us.

For Accounts opened other than by a natural person, (i) the Accountholder has the power to enter into and perform under the Agreement, (ii) all necessary actions have been taken and approvals received in accordance with its organizational documents and applicable law and regulation, and (iii) the Accountholder is duly organized and in good standing in the jurisdiction in which it is organized. The persons signing the Application have the authority to bind the Accountholder to the Agreement.

We may rely on these representations and warranties, which are made as of the date of the Agreement and which will continue until the Agreement is terminated.

3. Authorized Instructions
Authorized Persons on your Account are those indicated on your Application, any resolution, or other separate written authorization related to the Account that you deliver to us. You agree to be bound by all instructions that we believe are authorized and to have been given by an Authorized Person, regardless of how those instructions have been transmitted, and no Morgan Affiliate will be liable for any loss, cost, or expense for acting on such instructions. Until you or another Authorized Person has revoked the authority of an Authorized Person in writing, Authorized Persons shall continue to be Authorized Persons. You authorize us to accept instructions by telephone, facsimile transmission, in writing or any other method that you may agree to use but understand that we are not required to accept instructions by any such media.

You agree to be bound by any facsimile or other electronically transmitted signature that we in good faith believe to have been transmitted by you and that such signature will evidence your agreement or consent and will be legally binding, enforceable and the legal equivalent of your handwritten signature.

4. Monitoring Conversations
You agree that so long as your Account is open, we may monitor or record conversations and telephone calls (should we elect, in our discretion, to do so) that you have with our employees or agents for the purpose of verifying transactions, quality control, or for other business reasons. You waive any notice other than this provision that your communications shall or may be recorded at any time.

5. Telephone and Electronic Communications
For deposit accounts, if you provide us with your cell phone number as a contact number for your Account, you agree that we may call that number with service messages, including calls via an autodialer or prerecorded calls, notwithstanding any state or federal law or regulation that would otherwise prevent us from engaging in this activity without your consent.

Confidentiality and integrity of messages via email, facsimile, or other electronic media cannot be assured, and electronic media may not always transmit correctly, so you will not assume we have received a message via such media if we do not respond within a reasonable time. You understand that messages left on a voice-mail system may not be collected immediately for various reasons and, again, you will not assume we have received a message if we do not respond within a reasonable time. You understand that we do not accept securities, money transfer, or other instructions sent by electronic media, and will not be responsible for them. If we agree to accept instructions you send by such media, you accept that you do so at your risk, in accordance with this paragraph and Section 3 above. We may record and monitor communications via electronic media similarly to telephone conversations, as explained above.

6. Statements and Confirmations; Balancing and Holding Information
We will provide you with periodic statements detailing the activity that occurs in your Accounts. J.P. Morgan Securities LLC (JPMS) will confirm Brokerage Account transactions when required by applicable law and regulation. You will not receive confirmations relating to your Investment Management Account activity or accounts opened for you with Third Party Managers. All statements and advices will be sent to you by mail at the address last recorded by us unless you make other arrangements. This address must be one where you or someone you have authorized to receive communications on your behalf actually receives communications. You will notify us in writing of any address change.

You agree that you must review statements and confirmations promptly and notify us immediately of any errors, omissions, improper payments, or transfers. Unless otherwise provided by applicable law or regulation or specifically provided elsewhere in the General Terms or any Account Agreement, you agree that you cannot make a claim against us based

on any error, omission, improper payment or transfer disclosed by a confirmation or statement if you fail to notify us of it within three (3) Business Days after its delivery in the case of a confirmation, and within thirty (30) Business Days after its delivery in the case of a statement.

Responsibilities with respect to periodic statements covering Deposit Accounts are identified in the Deposit Account Agreement.

Asset values on periodic statements come from our proprietary pricing models or external pricing services that we select and may rest on estimates and assumptions we make about relevant future market conditions and other matters, all of which are subject to change without notice. Such changes may have a material impact on valuations, and valuations based on other models or different assumptions may yield materially different results. Statement valuations may not represent the actual or indicative terms for new transactions or for liquidation of existing transactions, and may vary from valuations used by us for other purposes. Accordingly, you will not use your statements as the sole basis for valuing your assets, and you will seek advice from your accountant or attorney about using statements to prepare tax returns, financial statements, regulatory reports, or for other purposes. You agree that we and Morgan Affiliates shall not be liable for losses, costs, expenses or damages (incidental, special, consequential, compensatory, punitive, or otherwise) arising out of any use or reliance on any valuation of any asset set forth in a periodic statement or other document.

Balances and Account holdings change on a frequent basis. Information about the amount of your balance or holdings will be as of a given time, and there is no assurance that the same balance or holdings will be in your Account at the time the checks that you write are presented for payment. You hereby waive any claims against us based on balance and holdings information provided to you orally, electronically or in writing or to a third party on your behalf.

7. Security Interest; Right to Debit and Setoff

In order to secure payment when due of any and all Obligations under this Agreement to us or any Morgan Affiliate, you pledge and grant to us and each of them a continuing security interest in the Collateral. This security interest shall apply to any Collateral (and proceeds thereof) now or at any time in the future held in or credited to any Account or other accounts maintained for you. You acknowledge and agree that where we or any other Morgan Affiliate holds Collateral or is a securities intermediary in respect of any Collateral, we each hold the Collateral for ourselves and also as agents for all other Morgan Affiliates who are secured parties hereunder pursuant to the Intercompany J.P. Morgan Securities Account Control Agreement among various Morgan Affiliates as amended or restated from time to time. At any time that you have not met any Obligation under this Agreement we may liquidate, sell or transfer all or any portion of the Collateral to satisfy that Obligation in whatever priority we choose in our sole discretion; exercise all rights and remedies we have under applicable law with respect to the Collateral; or, exercise any other rights or remedies we have under other agreements or applicable law.

If you have a line of credit connected to an Asset Account, this security interest is in addition to any security interest that you have granted in connection with that line of credit.

In addition, we may, without prior notice or demand, apply or setoff the funds in your Account at any time to pay off any Obligation, whether direct or indirect, you have to a Morgan Affiliate that provides products or services under this Agreement. If the Account is a joint account, the funds in the joint account may be used to pay the Obligations of a single Accountholder. A hold against the Account (to the extent of our right of offset) may be imposed rather than an immediate debit of the funds. Any of your assets or your Obligations may be transferred within and among Morgan Affiliates in order to effect the rights in this Section. You acknowledge that your Account is a general account and not a special purpose account.

8. Fees

You agree to pay all fees, charges and commissions associated with this Agreement and the Accounts and services we provide to you. We are authorized to charge your Accounts directly for payment for all applicable fees contained in the fee schedules in effect from time to time, which are available upon request.

9. Error Corrections

We have the right to correct all errors that arise in your Accounts without prior notice to you, including debiting your Accounts for any sums or positions incorrectly existing therein and correcting errors with respect to Account holdings or balances. We may also reverse any provisional credits or recredits. We may take these actions even if they result in a debit balance or overdraft.

10. Credit Reports

We may request credit reports on you in connection with your Application for an Account or in the future in connection with an update, renewal or extension of an Account. Upon your request, we may inform you whether we have obtained any such reports and, if we have, we will inform you of the name and address of the reporting agency that furnished the reports to us. Any credit reports that we receive will be deemed to have been obtained by each Morgan Affiliate for its own benefit.

11. Limitations on Responsibilities and Liabilities; Indemnification

We shall be responsible for the performance of only those duties that are set forth in this Agreement.

Except as otherwise provided by law, our sole liability and that of Morgan Affiliates to you, your heirs, legal representatives, assigns or any other party for any wrongful act or failure to act in connection with any of the products or services provided to you shall be any direct damages you incur because of our gross negligence or willful misconduct. Direct damages will be limited to the amount of any funds or the fair market value of any property lost because of such gross negligence or willful misconduct, together with compensatory interest and a credit for our fees with respect to any relevant transaction. Under no circumstance shall we be liable to you or any other person for any services provided by third parties (e.g., clearing agencies, central depositories, communications carriers) or for any indirect, incidental, special, or consequential damages, regardless of the form of action and even if we have been advised of the possibility of such damages. We disclaim any and all warranties, whether express or implied, including but not limited to all warranties of merchantability or fitness for a particular purpose.

We will not be responsible for losses caused directly or indirectly by events or conditions beyond our control, such as war, acts of terrorism, natural disasters, government restrictions, strikes, a failure of public utility, communication, computer, equipment or other systems, a failure or delay in receiving electronic data or any law, legal or regulatory requirements, exchange or market rulings, or suspension of trading.

You will indemnify and hold all Morgan Affiliates providing products or services under the Agreement harmless from any claim, loss, liability, or expense, including, without limitation, collection costs, reproduction and search costs and

the reasonable fees and disbursements of counsel and other advisers incurred by them (i) in rendering services hereunder; (ii) if you breach the Agreement; (iii) if a third party brings a claim, suit or proceeding against a Morgan Affiliate because it provided products and services to you, or (iv) resulting from a subpoena, administrative order, court order, levy, garnishment, attachment or other legal process affecting the Account. You will not be required to indemnify any Morgan Affiliate if the claim, loss, or liability results from its gross negligence or willful misconduct.

12. Taxes
You will be responsible for the payment of all taxes relating to your Accounts. You will reimburse us and all Morgan Affiliates on demand for any transfer taxes, documentary taxes, assessments or charges that are imposed at any time on or in connection with this Agreement and shall indemnify us and them against liability for any such tax (including any interest and penalties). We are authorized to deduct from any cash receivable credited to your Accounts any taxes or levies required to be deducted by any revenue or governmental authority for whatever reason with respect to your Accounts.

13. Abandoned or Inactive Accounts
Unless you make a transaction in your Account from time to time or notify us in writing that you know your Account still exists, state law may require us to send the Property in the Account to the applicable state as abandoned property.

The applicable state is generally the state of your last known address as shown on our books and records, or the state of the JPMCB address where your Account is maintained if your address is outside the United States. After the turnover, the funds must be reclaimed from the applicable state. Your Account may be charged for certain expenses incurred in remitting funds to any state. These charges are not refundable.

14. Retention of Assets; Disputes over Account Assets
We may refuse to pay out any money or transfer or distribute Securities or other Property from your Accounts (i) in the event of your death or the death of any co-Accountholder, until we are fully satisfied, in our sole judgment, that we will have no resulting liability or potential liability for any estate tax, gift tax or other tax, or (ii) upon receipt of oral or written notice of a claim regarding the Account, until we have a court order or the written consent of all required parties. We also may place a hold on the Account or we may file an action in interpleader. You agree to reimburse us for any expenses, including reasonable attorneys' fees that we incur because of any dispute, including any incurred without litigation. We are not required to determine whether a dispute has merit in order to take one of the actions permitted by this section.

15. Termination
Either of us may terminate this Agreement or some or all of the products, features and services provided at any time upon notice to the other. However, any security interest in Collateral, or any other setoff rights against your Accounts or Property will not terminate until you have satisfied indefeasibly and in full all your Obligations, whether arising before or after termination. Termination of one or more of the services and features of an Account may result in the cancellation of some or all of the features or privileges described in this Agreement. You understand that you remain responsible for all charges, debit Items or other transactions initiated or authorized by you or Authorized Persons, whether arising before or after termination.

16. Compliance with Laws
You certify that you have observed and will continue to observe all laws and regulations that apply to your activities and relationship with us or any Morgan Affiliate.

17. Rules and Regulations
Your transactions will be effected in accordance with our internal rules and policies, the applicable rules, regulations, customs, and usages of any exchange, market, clearinghouse, or self-regulatory organization, and all applicable federal and state laws, rules, regulations, and treaties.

18. Governing Law; Jurisdiction
Except as otherwise provided, or insofar as preempted by federal law, this Agreement shall be governed by the law of the State of New York without giving effect to its choice of law or conflict of laws provisions (other than Section 5-1401 of the New York General Obligations Law).

Deposit accounts shall be governed by the law of the place where each deposit account is located.

Under federal law, deposits that you maintain in any JPMCB branch located outside of the U.S. are not insured by the Federal Deposit Insurance Corporation ("FDIC"); are subject to cross-border risks; and enjoy a lesser preference, as compared to deposits held in the U.S., in the event JPMCB should be liquidated, become insolvent or be placed into receivership or be subject to other proceedings for the benefit of creditors.

This Agreement varies applicable law or regulation to the maximum extent permitted under any such law or regulation. Any provision of applicable law or regulation that cannot be varied by agreement or notice shall supersede any conflicting term of this Agreement. If any provision of this Agreement is held to be illegal or unenforceable, the validity of the remaining portions of this Agreement shall not be affected.

You submit to the exclusive jurisdiction of any federal or state court located in the county where the office holding your Account is situated for all legal proceedings arising out of this Agreement. You irrevocably waive any objection of inconvenient forum that you may now or later have.

19. Waiver of Jury Trial
To the extent permitted by law, we and you knowingly, voluntarily and irrevocably waive all right to trial by jury in any action, proceeding or counterclaim, of whatever type or nature, including but not limited to actions in contract or tort, arising out of this Agreement or the relationship established by this Agreement.

You acknowledge that this jury waiver is a material inducement to us to enter into this agreement and acknowledge that no representative of ours has represented (expressly or otherwise) that we might not enforce this jury waiver in the event of litigation.

20. Use and Exchange of Nonpublic Personal Information
The J.P. Morgan Privacy Policy governs the use and exchange of nonpublic personal information about you, including by Morgan Affiliates.

21. Successors and Assigns; Subcontracting
This Agreement shall be binding upon and inure to the benefit of each of us and our successors, assigns, heirs, and representatives. You will not assign any of your rights or obligations under this Agreement without our prior written consent. Except where prohibited by applicable law or regulation, each Morgan Affiliate providing accounts and services under this Agreement may assign its rights and obligations under this Agreement, or grant participations in its rights, such as its rights as a creditor, to any other party without notice to you or your consent. You agree that each Morgan Affiliate may arrange for another Morgan Affiliate or other entity to perform on its behalf any act required to be performed by such Morgan Affiliate under this Agreement.

22. Entire Agreement, Amendment, Waiver, and Construction

This Agreement contains the entire agreement between you, us and all Morgan Affiliates for the Accounts and services described and supersedes any prior oral or written agreements relating to the Accounts opened and services contracted for. No prior conduct, past practice, or oral statement by our officers or employees will modify your or our obligations under the Agreement. If there are any conflicts between the General Terms and any product Agreement contained in this document, the product Agreement shall prevail. This Agreement and our fees and charges may be amended, and we may modify any aspect of an Account, at any time following notice sent to you by ordinary mail. We do not waive any right under this Agreement or under applicable law because we delay in exercising that right. If we exercise any single or partial right, we may exercise or further exercise that right or any other right or remedy at a later time. Our rights are cumulative under this Agreement and do not exclude any rights or remedies provided by law. No ambiguity in any provision of this Agreement shall be construed against us by reason of the fact that we or our legal counsel drafted such provision.

23. Definitions

"AC Fund" means a mutual fund which American Century Investment Management Inc. ("ACI") advises or to which it provides other services for which it is separately compensated. JPMorgan Chase & Co. has an equity interest in ACI.

"Agreement" means these General Terms, the applicable Agreements for Accounts and Services for the products and services you select, all relevant appendices, the Application, any supplemental forms you are asked to complete, and rate and fee schedules, all as the same may be amended or supplemented from time to time.

"Application" means the application you have signed with respect to the Accounts and this Agreement, any supplemental or additional applications (including those amending or replacing a prior application) for products and services offered by J.P. Morgan. Your Application includes any agreements or applications you signed or submitted to a predecessor of a Morgan Affiliate, and further means any information you have given in writing to us or a predecessor of a Morgan Affiliate related to these products and services.

"Authorized Persons" means you and those persons who have been authorized by you to act on your behalf in connection with an Account.

"Business Day" unless otherwise specified in the Agreement means a day on which a relevant Morgan Affiliate is generally open for the conduct of substantially all of its business functions. For any Morgan Affiliate that is an insured depository institution, a Business Day is any day other than Saturday, Sunday, or a legal holiday where the Morgan Affiliate is located.

"Collateral" means all of your rights, title, and interest in and to any Deposit Accounts, or in and to any Property maintained in any other Account identified as Collateral on any Application or otherwise, and any proceeds thereof and substitutions and additions thereto.

"Item" means any check, draft and other negotiable instrument, including a substitute check, deposited to your Account or cashed, automated clearinghouse ("ACH") entry and all other types of external and book-entry funds transfers.

"JPMCB" means JPMorgan Chase Bank, N.A.

"JPMS" means J.P. Morgan Securities LLC.

"JPM Fund" means a mutual fund or other collective investment fund which a Morgan Affiliate advises or to which it provides other services for which it is separately compensated.

"Line of Credit" means the line of credit we may provide to you as part of the Asset Account.

"Morgan" or "Morgan Affiliate" means JPMorgan Chase & Co. or any entity controlled by, controlling, or under common control with JPMorgan Chase & Co. For the purpose of this definition, "control" means ownership of more than 50% of the voting securities of an entity or the ability to elect a majority of the board of directors or other governing body of such entity.

"Obligations" means all obligations of payment or performance, whether joint or several, contingent or otherwise, that you have to a Morgan Affiliate arising under the Agreement or any other agreement relating to products or services offered by or through J.P. Morgan, including but not limited to agreements for borrowed money, guarantees, letters of credit, floors, collars, swaps, options, foreign exchange transactions (or any similar transaction or combination of these types of transactions), overdrafts and shortfalls of any kind, no matter how arising, as well as obligations to pay fees, to provide information, to make accurate representations and to provide security.

"Property" means, but is not limited to, Securities and securities entitlements of all kinds, money, deposits, bankers' acceptances, commercial paper, contract rights of all kinds, accounts, goods, documents, general intangibles, chattel paper, commodities and commodity interests and the distributions, proceeds, products and accessions of and to the above.

"Security" or "Securities" means any share (including a mutual fund share or unit of a unit investment trust), stock, bond, debenture, note, certificate of indebtedness, warrant, option, interest, or other security (whether represented by a certificate or by a book entry on the records of the issuer or other entity responsible for recording such book entries), and any security entitlement in respect of any of the foregoing.

ACCOUNTS AND SERVICES RELATING TO ASSETS HELD BY JPMORGAN CHASE BANK, N.A. AND AFFILIATED BANKS

ASSET ALLOCATION ADVISORY SERVICES

Upon your request, JPMCB or an affiliated bank (a "Bank") will advise you about the allocation and management of your investments and cash under management or held by JPMCB or Morgan Affiliates. The Bank also may, in consultation with you, present to you investment ideas and strategies for assets held or managed by other financial institutions to the extent you disclose such assets in writing to the Bank.

The Bank may advise and assist you in the preparation of an investment plan based upon information provided by you. Such investment plan documents the Bank's understanding of, among other things, your current wealth picture, investment goals, risk profile and strategic asset allocation with J.P. Morgan, including discretionary assets managed or held by the Bank in an Investment Management Account and self-directed assets traded through JPMS in a Brokerage Account. The Bank will exercise discretion and execute investment ideas in your Investment Management Account based upon written guidelines the Bank and you agree to if consistent with applicable fiduciary standards. JPMS will execute trades in Brokerage Accounts and will sell you alternative investments (hedge funds, private equity funds, funds of such funds, structured products, and the like) based

upon your prior express direction and if applicable suitability standards, documentation requirements, and other relevant considerations have been fully satisfied.

You will review your investment plan from time to time and notify the Bank if you believe any information contained therein is incorrect or does not reflect your investment goals, risk profile, desired asset allocation and/or other considerations addressed therein. Rebalancing decisions and directing the movement of assets between your Accounts are your sole responsibility and neither the Bank nor JPMS will do so except pursuant to your express direction.

From time to time the Bank may recommend changes in your investment plan. No changes in such plan shall be effective unless agreed to in writing by you. Until notified in writing by you, the Bank is entitled to rely upon the most recent investment plan that you have adopted.

Asset allocation services are subject to the General Terms for Accounts and Services and Appendices contained herein (the "General Terms"). Capitalized terms not otherwise defined in this Agreement have the meanings given to them in the General Terms. To the extent there are any conflicts between the General Terms and this Agreement, this Agreement shall prevail.

ASSET ACCOUNT AGREEMENT

The Asset Account is a group of accounts and financial services that can be linked together. Account activity and holdings will be reported on an integrated and comprehensive statement. The following accounts and services may be linked:

- An automatic sweep of deposits and uninvested cash balances into a deposit account at a Morgan Affiliate that is an insured depositary institution or a JPM Fund that is a money market mutual fund;
- A Custody Account which will hold Securities and other Property;
- Direct purchase of JPM Funds and AC Funds;
- Banking services:
  1. check writing capability
  2. an ATM or debit card ("Banking Card") issued by a Morgan Affiliate for use to withdraw funds from an Account or to make purchases at participating merchants
  3. electronic banking and funds transfers services, including information about the Asset Account
- A discretionary line of credit; and
- An optional brokerage account with JPMS.

Each of these is described in more detail below.

1. Automatic Sweep of Deposits and Uninvested Cash Deposit Sweep

Uninvested cash balances and new cash deposits will be transferred automatically to a deposit sweep (a "Deposit Sweep") on a daily basis. Deposits will be held on your behalf by your custodian with Chase Bank USA, N.A. or JPMorgan Chase Bank, N.A., wholly owned subsidiaries of JPMorgan Chase & Co. The Deposit Sweep rate is established on the basis of various market factors including short-term rates, federal funds rates, LIBOR and competitors' rates. At any time and at our discretion, how the rate is determined on the Deposit Sweep may change. This rate may be tiered based on the balances in your Accounts.

Interest will be compounded, calculated monthly using the average daily balance method, and credited to your Account on the first day of the month. The average daily balance method applies the average daily periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period. Interest will begin to accrue on the first business day that funds are swept into the Account.

The interest rate and annual percentage yield (APY) applicable to the Deposit Sweep on the date your Asset Account is opened will be set forth on a "rate sheet" or other interest rate disclosure provided when the Asset Account is opened. The interest rate disclosure is considered part of this agreement.

The Deposit Sweep is insured by the Federal Deposit Insurance Corporation ("FDIC") for the standard insurance amount of $250,000 per depositor, per insured bank, for each account ownership category. The $250,000 limit on FDIC insurance generally represents the aggregate coverage available to an individual for all deposit accounts held in a custodial capacity on the individual's behalf at any particular insured financial institution. If the combined balances of your Deposit Sweep and any other single ownership categories that you have with the same bank exceeds $250,000, your total FDIC coverage for all single ownership categories with the same bank will be limited to $250,000, but if you have funds in a different insured depository Morgan Affiliate, those funds will be covered separately. Funds in a Deposit Sweep in excess of $250,000 will be uninsured.

You understand that the Bank may receive certain benefits from having client cash balances sweep into deposit accounts. For example, Chase Bank USA, N.A. and JPMorgan Chase Bank, N.A. will obtain additional liquidity from clients' deposits.

Money Market Sweep Fund

Instead of the Deposit Sweep, uninvested cash balances and new cash deposits can be swept to a dividend-paying money market mutual fund (the "Money Market Sweep Fund") offered by a Morgan Affiliate so long as the selected Money Market Sweep Fund is available to accept funds for investment. Funds that are to be invested in a Money Market Sweep Fund will be held in a single consolidated JPMorgan Chase Bank, N.A. account overnight and invested in the designated Money Market Sweep Fund on the morning of the next business day. In the event of a failure of JPMorgan Chase Bank, N.A. on the day that the balances are swept from the beneficial owner's account to the single consolidated JPMorgan Chase Bank, N.A. account, the balances will be considered deposits by the Federal Deposit Insurance Corporation (FDIC) and will be insured by the FDIC under its applicable insurance rules and limits. However, if JPMorgan Chase Bank, N.A. were to fail on the next business day, when the balances are invested in the Money Market Sweep Fund, the balance will not be considered deposits by the FDIC, and the beneficial owner's swept balances will be treated in one of two ways: (i) if the failed JPMorgan Chase Bank, N.A.'s assets were transferred to an acquiring institution, the swept balances will be returned back into the client's account on the business day following the failure of JPMorgan Chase Bank, N.A.; or (ii) if the failed JPMorgan Chase Bank, N.A. will be dissolved, the client will receive a check or other payment from the FDIC to reacquire the client's allotted interest in the Money Market Sweep Fund in accordance with FDIC's normal procedures.

We have no duty to supervise any Money Market Sweep Fund and have not provided you with any investment advice or recommendation nor are we responsible for any act or omission, or the solvency of, any Money Market Sweep Fund. The transfer agent or distributor of the Money Market Sweep Fund has the sole responsibility to provide information to you about it. In certain states, money market mutual funds are marketed through J.P. Morgan Securities LLC.

Money Market Sweep Funds are mutual funds. Mutual funds are Securities. Securities are not bank deposits and are not FDIC insured nor are they obligations of or guaranteed by JPMorgan Chase Bank, N.A. or its affiliates or any federal or state government or government agency or government sponsored agency. Securities involve investment risks, including the possible loss of the principal amount invested.

Although the Money Market Sweep Fund seeks to maintain a stable net asset value of $1.00 per share, there can be no assurance that it will continue to do so. The prospectus for a Money Market Sweep Fund should be reviewed before a decision is made to invest.

You appoint us, or our designated Morgan Affiliate, as your attorney-in-fact with full power and authority to purchase or redeem shares of the Money Market Sweep Fund or otherwise to effect transactions with your Money Market Sweep Fund as instructed by you, or to discharge any Obligation you owe to us or a Morgan Affiliate, or as required by the prospectus of the applicable Money Market Sweep Fund, or otherwise in accordance with this Agreement.

We are not obligated to continue to provide money market sweep services during any time that the Sweep Fund you select is not available to accept collected balances for investment.

Withdrawals from Your Sweep Account
We may refuse withdrawals from the Deposit Sweep or the Money Market Sweep Fund if funds are not available, or if the Account is pledged as collateral in respect of an outstanding Obligation or otherwise, or if we suspect legal violations, fraud, impropriety, or other irregularity, or if we are served with legal process affecting your Account. If there are insufficient funds in the Deposit Sweep or the Money Market Sweep Fund we may, at our discretion, transfer funds to cover any debit from proceeds of a loan drawn on the Line of Credit, if you have a Line of Credit.

On any day, and subject to the limitations described in this Agreement, you can withdraw the total balance of (i) the available balance in the Deposit Sweep or Money Market Sweep Fund, and (ii) if there is no available balance, at our discretion, the unused portion of your Line of Credit. In the event that the total balance is zero or less or in any other circumstance when funds cannot be transferred to cover debits or withdrawals that would result in an overdraft, we will have no obligation to honor any withdrawal, debit, or instruction to transfer funds, including payments for purchases of Securities or other Property. In the event that your action creates an overdraft and we agree to pay it, you will pay the entire amount of such overdraft balance immediately. Interest will be charged on such overdraft at a rate computed in accordance with our current rate schedule.

2. The Custody Account
Custody Accounts are maintained at the Morgan Affiliate determined to be most convenient when an Account is opened. The Morgan Affiliate with which your Custody Account is held is identified on your monthly statement.

Terms of Custody
We will record, on our books, your interest in Property that we hold directly or indirectly for your account as your custodial agent. Property may be held through one or more sub-custodians or securities depositories we select and may be registered in the name of our nominee, or in the name of the nominee of any depository or sub-custodian that we use. Your Securities may be treated as fungible with all other securities of the same issue pursuant to the provisions of applicable law.

We will make purchases, sales, and deliveries only in accordance with instructions given by you or an Authorized Person, but we are not obligated to make payments for purchases unless the total balance of your Deposit Sweep or Money Market Sweep Fund (collectively, a "Sweep") and/or Line of Credit (if we permit you to use your Line of Credit to purchase Securities) can cover the payment. If, however, we do make a payment on your instruction which exceeds the total balance, you will reimburse us immediately for the amount of the excess. We are not obligated to exchange or transfer Securities unless sufficient Securities actually are in the Custody Account and available for delivery.

We may, in our discretion, hold non-U.S. dollar currencies in your Account to effect transactions denominated in non-U.S. dollar currencies. We may convert one currency into another at any time and without prior notice at the current market rate for spot foreign exchange transactions or for forward foreign exchange transactions as reasonably determined by us or any Morgan Affiliate in our or its sole discretion. Deposits may be held, and transactions effected through, an account with an affiliate or another bank in the country where such currency is the lawful currency or in other countries where such currency may be lawfully held on deposit.

We will receive distributions of dividends, interest, stock, rights, and other similar payments and distributions with respect to Securities, present for payment maturing Securities and those called for redemption, sell any fractional interests in Securities resulting from a dividend of Securities, in all cases net of any applicable taxes or other charges withheld by the maker of such payment or distribution, and deposit funds received in your Asset Account.

We will exchange temporary certificates for definitive ones, or obtain new certificates if the par value of any shares is changed.

We will notify you of the following: (i) any rights offering by an issuer of Securities, and if we are not instructed how to exercise rights under an offering by the applicable deadline, then consistent with local market practice and applicable law, the rights will be sold in the principal market and the proceeds of sale deposited in your Asset Account; and (ii) the partial redemption of any Securities, and if your Securities are part of a fungible mass, we or the sub-custodian or securities depository may select the securities to participate in partial redemptions, partial payments, or other actions affecting less than all securities of the relevant class in any nondiscriminatory manner that you or it customarily uses to make such selection.

Promptly after receipt we will forward to you communications relating to any Securities held in your Custody Account that call for voting or other specific action (including materials relating to legal proceedings intended to be transmitted to holders of the Securities). With respect to any corporate events not listed above, we may (in the absence of an instruction from an Authorized Person within any prescribed deadline) take any action that we consider appropriate under the circumstances, provided that we will not be obligated to take any action with respect to any corporate event or any legal proceedings involving holders of Securities.

Unless you have instructed us otherwise in writing, or unless such release is mandatory or otherwise in accordance with these General Terms, we will not release to issuing companies your name, address, and share positions, in compliance with applicable laws.

You will be solely responsible for compliance with any notification or other requirement of any jurisdiction affecting your beneficial ownership of Property, and we will not be liable for your noncompliance with those requirements.

In some securities markets and cash clearing systems, deliveries of Securities and cash may be reversed under certain circumstances. Accordingly, credits of Securities and/or cash to the Custody Account are provisional and subject to reversal if, in accordance with relevant local law and practice, the delivery of the Securities or cash is reversed.

Appointment as Agent: Authorization
You appoint us, or our designated Morgan Affiliate, as your agent and authorize us to represent you in every respect, in your name and place, with regard to our acting as your agent pursuant to this Agreement. By way of example, but not by way of limitation, we or the appropriate sub-custodian are authorized to execute endorsements, assignments, or other instruments of conveyance or transfers of Securities or other

Property in the Account and to execute any other documents deemed necessary or desirable and proper in connection with our provision of services under this Agreement. Our signature or that of the appropriate sub-custodian, as well as any and all declarations or other documents, will be fully binding on you, and you will be fully liable for any and all dispositions made by us. This power is coupled with an interest and will survive your disability or incompetence. Our appointment as agent pursuant to this paragraph will not be understood to impose upon us any additional duties not expressly undertaken in this Agreement.

We, in our sole discretion, are also expressly authorized to employ agents and sub-agents in connection with our provision of services under this Agreement and pay reasonable compensation to such agents and sub-agents directly from the Account.

Standing Broker Transactions
We are authorized to accept and act on all instructions received from JPMS to either receive or deliver Property against payment into or from your Custody Account and to take funds from your Deposit Sweep or Money Market Sweep Account to pay for any transaction, service, or other fee on behalf of JPMS. You agree to assume all risks that may result from any action we take in reliance in good faith on instructions from JPMS. You will not send us separate settlement instructions for your Securities transactions.

We are authorized to receive from or deliver to any broker Securities as specified by the broker through the Depository Trust Company ("DTC") Interactive Institutional Delivery System. We will accept instructions through DTC from any broker and will automatically affirm and settle for your Custody Account each Securities transaction when your broker provides information to us through DTC's Interactive Institutional Delivery System or any other electronic execution, affirmation, confirmation, or delivery system for Securities in common use in the relevant market or markets for any particular instrument that we determine to be appropriate under the circumstances in our sole discretion. In carrying out these transactions, your broker will furnish you with confirmations directly and your broker will be responsible for the accuracy of the trade and any other transaction details.

3. Direct Purchase of JPM Funds or AC Funds
Subject to applicable law, you may purchase shares directly in one or more JPM Funds or AC Funds. In certain states, however, JPM Funds and AC Funds are available only through JPMS.

Your positions in JPM Funds and AC Funds will appear on your Asset Account statement, and you will not receive a separate statement from any Fund. All cash proceeds of redemptions of JPM Funds or AC Funds will be credited to your Asset Account and transferred to your Sweep. Dividends and capital gains distributions from JPM Funds or AC Funds will be reinvested unless you otherwise notify us at the time of purchase.

4. Banking Services
If you have selected banking services for your Account, uninvested cash held in the Account can be accessed through use of banking services, including checks, a banking card, electronic banking and funds transfer services. The use of banking services is governed by the Deposit Account Agreement; Appendix: Other Banking Services Relating to Accounts; and Appendix: Asset Account and Deposit Account – Funds Availability Policy Statement. You understand that you must also refer to the Banking Card Agreement you will receive when the Card is delivered to you.

Use of the Banking Card by an Authorized Person, presentment of a check signed by an Authorized Person, and requests for funds transfers will be an instruction to us to redeem shares of your Sweep Fund. We are also authorized to redeem the shares in your Sweep Fund to discharge any Obligation you owe to us or any Morgan Affiliate, or as required by the prospectus of the applicable Sweep Fund. This authorization extends to your Sweep Fund only, not to other assets held in the Account.

You may elect to transfer funds into or out of your Sweep Fund or cash on deposit by funds transfers, "Payment Orders" (fund transfers NOT governed by the Electronic Fund Transfer Act) or automated clearing house ("ACH") transactions. If you request us to arrange for domestic and/or international fund transfers and related services, you authorize us to accept such funds transfer instructions from you by telephone, tested telex, facsimile transmission, or in writing or other methods upon which we agree, and to receive funds sent to your Account.

5. Line of Credit
By checking the applicable box for banking services or for a line of credit in the Application, you are requesting us to extend credit to you from time to time as provided for in this Agreement (the "Line of Credit"). You understand that you will have only one Line of Credit, even if you have more than one Custody Account or Brokerage Account. In our sole discretion we will determine your credit limit under your Line of Credit from time to time, which in no event will be greater than the lending value of the Collateral. We have the right to modify the eligibility and lending value of any Collateral in our sole discretion.

JPMCB or another Morgan Affiliate will provide the Line of Credit. The Line of Credit will be extended to, and be an Obligation of, each of the Accountholders (if more than one), and each Accountholder will be jointly and severally liable for the Obligations under this Line of Credit.

The Asset Account statement will show the amounts drawn under your Line of Credit (each, a "Loan"). Subject to the terms of this Agreement, a Loan may be made whenever the cash on deposit and/or Sweep total balance is insufficient to pay an Item, electronic funds transfer (EFT) (as described in the Electronic Funds Transfer Services section of the Deposit Account Agreement) or any other debit. A minimum initial draw amount may be required. You hereby irrevocably authorize us, or our designated Morgan Affiliate, as your attorney-in-fact with full power and authority to effect such borrowing. We may at any time withdraw or modify the Line of Credit and demand repayment of any Loans, without prior notice, even though this may cause Items to be returned unpaid, authorizations for EFTs to be denied, or other debits to be rejected. Each Loan is secured by the Collateral in which you have granted us a security interest as described below.

You agree to repay us ON DEMAND the principal amount of any Loan under your Line of Credit and any related finance charges and other fees and charges in U.S. dollars in same-day funds.

You represent and warrant that you have not requested a Morgan Affiliate to arrange for us to finance your purchase of any Security underwritten or placed by a Morgan Affiliate during the period of underwriting or placement, or for 30 days thereafter, or to provide financing against such a Security as Collateral. You will not use any Loan to purchase shares of a JPM Fund or AC Fund or to purchase or fund capital calls owed in connection with investments in private equity, hedge, or similar funds established, sponsored, advised, managed by, or sold through, a Morgan Affiliate.

Security Interest; Events of Default
In order to secure the payment when due of any and all Obligations under your Line of Credit, you pledge and grant to us a continuing security interest in the Collateral. This security interest will apply to any Collateral (and proceeds thereof) now or at any time in the future held in or credited to any Account or other accounts maintained for you.

You acknowledge and agree that where we or any other Morgan Affiliate holds Collateral or are a securities intermediary in respect of any Collateral, we each hold the Collateral for yourself and also as agent for all other Morgan Affiliates who are secured parties hereunder pursuant to the Intercompany J.P. Morgan Securities Account Control Agreement among various Morgan Affiliates as amended or restated from time to time. We and other Morgan Affiliates have the right to take any further action necessary to perfect our respective security interests in the Collateral. You agree to execute any documents and take other action as we or any other Morgan Affiliate may reasonably request in order to allow us or any other Morgan Affiliate to perfect rights with respect to the Collateral. You appoint us and any other Morgan Affiliate as your attorney-in-fact to act on your behalf to sign and deliver all documents, and to do all acts as may be required to realize upon all rights in the Collateral. Such power is coupled with an interest and will survive your death or disability.

You agree that we will have full control of the Collateral and that any transfer affecting the Collateral is subject to our approval. Any contrary instruction you give will be of no effect regardless of any action we take. You may substitute collateral as long as it is substantially similar to the Collateral originally held by us, provided, however, we may elect not to accept such substitution. If we do not enforce our rights, we will not be deemed to have waived our rights in the Collateral.

"Event of Default" means your failure to pay (whether on demand or otherwise) or meet any Obligation under the Line of Credit; your failure to observe or perform any provision of this Agreement relating to the Line of Credit; your making any materially incorrect representation, warranty, certification or statement to us or a Morgan Affiliate in connection with the Line of Credit; your failure to provide financial information to us if we request it; your death, incapacity or incompetency; any entity that has Obligations under the Line of Credit is dissolved or ceases activity; a material judgment is entered against you; a bankruptcy, foreclosure or insolvency action or proceeding is brought by or against you; a writ or order of attachment or garnishment is made or issued against any of your Property; or a receiver is appointed for a portion of your Property.

At any time that an Event of Default has occurred we may: liquidate, sell or transfer all or any portion of the Collateral to satisfy your Obligations under the Line of Credit in whatever priority we, in our sole discretion, may lawfully choose; exercise all rights and remedies available to us under applicable law with respect to the Collateral we or any other Morgan Affiliate holds; or, exercise any other rights or remedies available to us pursuant to other agreements or applicable law.

Except for such notice as may be required under applicable law, we may make such sale or transfer without notice to you and sell any Collateral in any public, private, or restricted sale. We or any other Morgan Affiliate may be a purchaser at any sale of Collateral under this section. Each purchaser of any Collateral will receive the Collateral free of any right and claim you may have of whatsoever kind, including any equity of redemption, without your prior written consent which you waive.

In the event that we determine additional Collateral is required to meet any margin maintenance, Collateral or similar requirement with respect to any Obligations secured under this Agreement, we are authorized (but are not obliged) on your behalf to instruct any Morgan Affiliate holding Collateral to transfer Collateral, selected by us in our sole discretion, to your Account, in sufficient amount to meet any such requirements. Similarly, if any Morgan Affiliate instructs us to transfer Collateral from your Account to an Account held with it, we are authorized to do so.

In the event that your Loan Balance on any day exceeds your Line of Credit for any reason, you authorize us to (i) liquidate sufficient Collateral and/or (ii) debit your Deposit Sweep, (iii) redeem the necessary number of shares of your Money Market Sweep Account, or (iv) redeem the necessary number of shares in other JPM Funds or AC Funds, as we choose in our sole discretion, and to apply the proceeds to bring your Loan Balance within your Line of Credit.

No provision of this Agreement concerning liens or security interests will apply to your Account or the cash, Securities, or Property therein, to the extent that such application would result in an adverse tax consequence to your Account under any provision of the Internal Revenue Code relating to early distribution or withdrawal of assets held in qualified retirement accounts.

You have the power to grant a security interest in the Collateral and you are the sole owner of or have the right to transfer the Collateral to us, free and clear of all other liens or other restrictions. Upon the transfer of Collateral to us, we will have a valid and perfected first priority security interest in the Collateral and the Collateral will be fully marketable by us without any restriction on transferability, voting or dividends or limitations or restrictions relating to holding period, volume, filing or manner of sale, unless we have previously consented in writing to any restriction.

Interest Charges

You agree to pay interest charges determined as described below, on all Loans or related fees or other charges (collectively, the "Loan Balance") outstanding under your Line of Credit. Interest charges begin to accrue on the day a Loan is made, or a fee or other charge is due, and continue to accrue until the Loan Balance is paid in full.

We will determine the applicable interest charge by applying the Daily Periodic Rate to the Daily Balance of your Line of Credit.

The "Daily Balance" is the beginning balance of a Line of Credit each day plus the amount of any Loans or other debits made during the day minus the amount of any payments or other credits made during the day.

The Daily Periodic Rate and corresponding Annual Percentage Rate are variable rates and therefore may increase or decrease during the billing cycle. The "Daily Periodic Rate" will be equal to the applicable interest rate divided by 360. The applicable interest rate is the rate of interest announced by JPMCB from time to time as our Line of Credit Borrowing Rate (the "Borrowing Rate") in the list of current rates that we have separately provided to you. The corresponding "Annual Percentage Rate" is the Daily Periodic Rate multiplied by 365.

The Daily Periodic Rate and corresponding Annual Percentage Rate increase when the Borrowing Rate increases and decrease when the Borrowing Rate decreases. An increase in the Daily Periodic Rate and corresponding Annual Percentage Rate means you pay a larger interest charge. A decrease in the Daily Periodic Rate and corresponding Annual Percentage Rate means you pay a smaller interest charge. There is no limit on the amount by which the Daily Periodic Rate and corresponding Annual Percentage Rate may change at any one time or over the life of the Line of Credit. If the Borrowing Rate changes, the Daily Periodic Rate and corresponding Annual Percentage Rate will be increased or decreased on the effective date of such change in the Borrowing Rate. The new Daily Periodic Rate will be applied to the Daily Balance beginning on that day. The current Borrowing Rate schedule will be provided to you upon request.

If you fail to pay any Obligation when demanded or due or there is an Event of Default under the Line of Credit, you agree to pay an interest charge at two percentage points (2%) above the applicable rate that would otherwise be in effect.

Without prejudice to your obligation to make payment on demand, you agree to pay all of your interest charges on the first Business Day of each month. Such amount will automatically be paid from your Deposit Sweep or Money Market Sweep Account to the extent there are sufficient available funds. In the event the total balance is insufficient, you agree to pay such interest charges from other sources upon our demand.

Your Line of Credit shall be governed by federal law applicable to JPMCB and the law of the state identified in the address of the account owner in the Application.

Billing Rights: Keep This Document For Future Use. The following sections tell you about your rights and our responsibilities under the Fair Credit Billing Act.

What to Do If You Find a Mistake on Your Statement
If you think there is an error on your Asset Account statement relating to your Line of Credit, you will send us a letter to:

JPMorgan Chase Bank, N.A.
500 Stanton Christiana Road, 1/OPS3
Newark, DE 19713-2107

In your letter, you will give us the following information:
- **Account.information:** Your name and Asset Account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:
- Within 60 days after the error appeared on your statement.
- At least three business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing (or electronically). You may telephone us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter
When we receive your letter, we must do two things:
- Within 30 days of receiving your letter, we must tell you that we received your letter. We must also tell you if we have already corrected the error.
- Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the statement was correct.

While we investigate whether or not there has been an error:
- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:
- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your Asset Account statement is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your statement. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first $50 of the amount you question even if your Asset Account statement is correct.

AGREEMENTS FOR ACCOUNTS AND SERVICES OFFERED THROUGH J.P. MORGAN SECURITIES LLC AND J.P. MORGAN ENTITIES

The parties to the agreements set forth below shall consist of the client and J.P. Morgan Securities LLC, its successor firms, present and future direct or indirect subsidiaries, affiliates and assigns with which the client transacts securities brokerage business. (Each affiliate is referred to as a "J.P. Morgan entity" and all J.P. Morgan entities together with J.P. Morgan Securities LLC are referred to collectively as "J.P. Morgan").

JPMS obligations and the Securities sold, offered, or recommended by JPMS are not deposits and are not insured by the Federal Deposit Insurance Corporation ("FDIC"). JPMS is not a bank and is a separate legal entity from JPMorgan Chase Bank, N.A. ("JPMCB") and all other Morgan Affiliates. The obligations of JPMS are not obligations of JPMCB or any other Morgan Affiliate (unless explicitly stated otherwise), and neither JPMCB nor any other Morgan Affiliate is responsible for Securities sold, offered, or recommended by JPMS. JPMCB and other Morgan Affiliates may be lenders to issuers of Securities that JPMS underwrites, in which case proceeds of offerings underwritten by JPMS may be used for the repayment of such loans. The disclosure documents relating to particular Securities will discuss any such lending relationships.

Brokerage Accounts will be subject to the Brokerage Account Agreement below. Margin Accounts will be subject to the Margin Account Agreement (which incorporates the terms of the Brokerage Account Agreement).

BROKERAGE ACCOUNT AGREEMENT

1. Nature of Services
(a) A J.P. Morgan entity will execute transactions accepted by it and/or will provide such other clearance, settlement and custody services in connection with the maintenance of the client's Account(s) at J.P. Morgan.

(b) All investments executed through a J.P. Morgan Brokerage Account are made upon the client's sole discretion, risk and responsibility. J.P. Morgan may choose to contact clients about investment opportunities J.P. Morgan believes may be of interest to a client, but J.P. Morgan is not obliged to provide the client with any financial, market or investment information, nor advice or oversight with respect to asset allocation. J.P. Morgan personnel do not take discretion over any client Accounts, although the client may obtain such advice and services from JPMCB under separate agreements.

(c) Any J.P. Morgan entity that is a party to this Agreement is acting as a broker-dealer and/or custodian, and not as (1) an investment adviser under the Investment Advisers Act of 1940, or (2) a "fiduciary" as defined in Section 3(21) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") or Section 4975 of the Internal Revenue Code of 1986, as amended ("Code"), with respect to the

client's Account(s) under this Agreement. Brokerage activities are regulated under different laws and rules than advisory activities and generally do not give rise to the fiduciary duties that an investment adviser has to its clients. When acting in a brokerage capacity, J.P. Morgan has a duty to deal fairly with brokerage clients but may face certain conflicts of interest and as such, J.P. Morgan's interests may differ from those of its clients. Neither J.P. Morgan nor its employees are authorized to provide, and shall not provide, legal, estate planning, tax or accounting advice or services and the client will not solicit or rely upon any such advice from them whether in connection with transactions in any of the client's Accounts or otherwise. The client has consulted or will consult with the client's own technical, legal, regulatory, tax, business, investment, financial and accounting advisors to the extent the client deems necessary in determining the investment and trading strategy appropriate for the client and the appropriateness of each transaction.

J.P. Morgan assumes no responsibility for the accuracy and completeness of or the performance or outcome or tax consequences of any investment made by the client as a result of receiving information from J.P. Morgan, and J.P. Morgan has no obligation to update the information or recommendation provided. J.P. Morgan's recommendation does not imply any endorsement or guarantee.

(d) J.P. Morgan shall not be obligated to take any action or render any advice with respect to the voting of proxies related to issues of securities held in a client's Account(s). Further, there may be instances when the client may not be able to exercise voting or other rights of ownership. The J.P. Morgan entity that acts as custodian for the Account will forward all proxies received by it, including proxy solicitation material and other related material, including interim reports, annual reports and other issuer mailings to the client and the client is responsible for providing such J.P. Morgan entity with any applicable instructions or directions contemplated by such communications.

(e) In addition to retaining the sole responsibility for investment decisions and shareholder actions, the client is responsible for knowing the rights and terms of all securities in the client's Brokerage Account, specifically including valuable rights that may expire unless the client takes action. This includes, but is not limited to, warrants, stock rights, convertible securities, bonds, and securities subject to a tender or exchange offer. J.P. Morgan has no obligation to notify the client of any upcoming expiration or redemption dates, or, except as required by applicable law or regulation, to take any action on the client's behalf without specific instructions from the client.

(f) Unless the client has instructed J.P. Morgan otherwise in writing, or such release is mandatory, J.P. Morgan is authorized to release to issuing companies the client's name, address, and share positions, in compliance with applicable laws.

2. Satisfaction of Liabilities; Security Interest and Lien

(a) The client agrees to satisfy each and every obligation or liability owed to J.P. Morgan (such obligations or liabilities, whether fixed, matured, unmatured, liquidated, unliquidated or contingent, "Obligations") when due, including without limitation, to pay any debit balance in any Account and any costs described in this Agreement and in the event of a sell or redemption order by the client, to deliver the applicable security in good deliverable form no later than the deadline set by J.P. Morgan if the applicable security is not credited to an Account at the time such order is placed or settled.

(b) To secure the payment and performance of Obligations to each J.P. Morgan entity providing products or services to the client pursuant to this Agreement, the client hereby grants each such J.P. Morgan entity a lien on and a valid and first priority, perfected, continuing security interest in the following: (i) all property, including all investment property, held, carried or controlled by or through any J.P. Morgan entity in which J.P. Morgan presently has or in which the client acquires an interest in the future, including all property in each Account in the client's name, (ii) any and all rights, claims or causes of action the client may now or hereafter have against any J.P. Morgan entity and (iii) all proceeds of or distributions on the foregoing (collectively (i) through (iii) are referred to in this Agreement as "Collateral"). Each item of property, including Investment Property, a Security, a general intangible, contract rights, an Instrument and cash, held in or credited to any Securities Account at a Securities Intermediary shall be treated as a Financial Asset. All undefined terms in the preceding sentence shall have the meanings ascribed to them in the New York Uniform Commercial Code ("NYUCC"), as in effect from time to time.

(c) Any Collateral held by a J.P. Morgan entity is held by such J.P. Morgan entity as agent and bailee for itself and all other J.P. Morgan entities. Each J.P. Morgan entity holding Collateral shall, without the client's further consent, comply with (i) entitlement orders or instructions from a J.P. Morgan entity with respect to the Collateral and (ii) if such J.P. Morgan entity holding Collateral is a commodity intermediary, any instructions to such J.P. Morgan entity from another J.P. Morgan entity to apply any value distributed on account of a commodity contract. Additionally, each J.P. Morgan entity holding Collateral has the right, in its sole discretion, (i) to decline to enter into control agreements with third parties and (ii) to decline to comply with (a) any entitlement order or instruction from the client or a third party with respect to the Collateral and (b) any instruction from the client to apply any value on account of any commodity contract, if a J.P. Morgan entity requests that such order or instruction not be complied with in order to maintain security for the payment and performance of the client's Obligations to it. Further, each J.P. Morgan entity is authorized, at any time and without notice to the client, to transfer Collateral from any Account to any account of an obligor for which J.P. Morgan has provided a guarantee within such J.P. Morgan entity and/or at any other J.P. Morgan entity to collateralize or satisfy any Obligations of such obligor. The client agrees that the actions of a J.P. Morgan entity in declining to comply with orders or instructions as allowed in this Section 2(c) satisfies any duties J.P. Morgan may have under the NYUCC.

(d) The client agrees that the client's execution of this Agreement shall constitute notice to each J.P. Morgan entity of the security interest the client has granted to each other J.P. Morgan entity herein, and each J.P. Morgan entity holding Collateral is on notice of the security interest granted to each other J.P. Morgan entity.

(e) The reasonable costs and expenses of collection of any such indebtedness or debit balance, including but not limited to attorneys' fees and expenses, shall be payable by the client to J.P. Morgan.

(f) In order to secure the payment and performance of any of the client's outstanding Obligations to any J.P. Morgan entity, J.P. Morgan may, to the fullest extent permitted by law, without prior notice to the client use, apply or transfer Collateral as it determines. Unless otherwise agreed in writing, J.P. Morgan may register and hold Collateral in its name or the name of its designee.

(g) The client appoints J.P. Morgan with full power as the client's true and lawful attorney in fact, to the fullest extent permitted by law, for the purpose of perfecting the security interest granted in this Agreement and taking any action and executing any instrument that J.P. Morgan deems necessary or advisable to accomplish the purposes of this Agreement.

3. Restrictions on Trading

In its sole discretion, J.P. Morgan may prohibit or restrict trading in a Brokerage Account. The client shall nevertheless remain liable for all of the client's Obligations to J.P. Morgan under this Agreement or otherwise.

4. Representations and Warranties
The client hereby represents and warrants to J.P. Morgan that: (i) no other party has an interest or shall have an interest in the Property or Collateral unless J.P. Morgan has consented in writing to the other party's interest; (ii) the client has the right to pledge and assign Collateral to J.P. Morgan; (iii) except as the client may have informed or may from time to time inform J.P. Morgan in writing, the client is not an affiliate (as defined in Rule 144(a)(1) under the Securities Act of 1933) of the issuer of any Security held in a Margin Account; (iv) since the date of the client's most recent audited or unaudited financial statements (if any) there has been no material adverse change in the client's business, financial condition, results of operations or prospects; (v) the client has not taken or failed to take, and shall not take any action or fail to take, any action with respect to an Account(s) that would result in a non-exempt prohibited transaction under ERISA, the Code or any applicable state, local or non-U.S. law that is similar to the provisions of Section 406 of ERISA or Section 4975 of the Code; and (vi) all of the client's other representations made in the Account application and under the General Terms and Brokerage Account Agreement continue to be true.

5. Confirmation Reports and Account Statements
Confirmation reports of transactions shall be conclusive if not objected to in writing by the client within the shorter of (i) the applicable settlement cycle of the subject transactions or (ii) three (3) business days after such documents have been transmitted to the client by mail or otherwise. Statements of Account(s) shall be conclusive if not objected to in writing by the client within thirty (30) Business Days after transmission. In all cases, J.P. Morgan reserves the right to challenge a client's objections.

6. Service Fees; Taxes
(a) J.P. Morgan may charge Brokerage Accounts for brokerage commissions, mark-ups, inactivity fees (if applicable) and other fees for the maintenance of Account(s), the execution of transactions, fails, buy-ins, and currency conversions, and for furnishing other services to the client (collectively, "Service Fees"). Service Fees may be implemented or increased from time to time.

(b) The client will be responsible for and pay any applicable value added tax and such other taxes, duties and fees applicable to activities in the client's Account(s). Amounts owed to J.P. Morgan shall not be affected by any taxes, duties or other amounts J.P. Morgan may owe to any third party. If the client is required by law to make any deduction or withholding from any payment due to J.P. Morgan, the client shall pay to J.P. Morgan simultaneously with making such payment an additional amount as may be necessary in order for the total amount received by J.P. Morgan after all deductions and withholdings to be equal to the amount which J.P. Morgan would have received had no deduction or withholding been made. Any and all taxes, including any interest and penalties with respect thereto, which may be levied or assessed under present or future laws upon or in respect to the client's Account(s), activities or upon or in respect of income thereof shall be paid by the client. All Service Fees, charges, expenses, disbursements and taxes as described above may be deducted by J.P. Morgan from the client's Account(s).

7. Payments to J.P. Morgan
J.P. Morgan may receive payments or other remuneration from the advisers, distributors or other affiliates of certain of the mutual funds available through J.P. Morgan. Such payments or remuneration are for administrative, technological or other services provided in connection with fund Accounts and generally are calculated based on the amount of assets held in the Accounts. Such payments or other remuneration are in addition to shareholder servicing and distribution fees that J.P. Morgan may receive. Funds whose affiliates do not make payments to J.P. Morgan, including funds that may provide a higher or lower return, may be available to clients. Further, in certain instances, J.P. Morgan may be paid both by clients and certain other third parties who compensate J.P. Morgan based upon what clients purchase and J.P. Morgan's profits and compensation may vary by product and over time.

8. Control or Restricted Securities
The client hereby agrees, prior to placing an order with J.P. Morgan, to inform J.P. Morgan if the securities are restricted or control securities and subject to: Rule 144, 144A, 145 or 701 of the Securities Act of 1933 ("Securities Act"); an effective registration statement; and/or any contractual limitation. The client understands and agrees that J.P. Morgan may not execute any orders regarding restricted or control securities until J.P. Morgan has conducted its due diligence surrounding the transaction and may in its sole discretion decline to execute the order until the securities have cleared legal transfer. The client further agrees to provide, without cost to J.P. Morgan, all documentation required by J.P. Morgan to complete the order, including, but not limited to, any required forms, representation letters, opinions of seller's counsel and transfer documentation and authorizes J.P. Morgan to communicate with the issuer of the restricted or control securities, its attorneys and its transfer agent in connection with the client's transaction. Furthermore, the client acknowledges and agrees that there may be time delays in connection with the due diligence process, the execution of the order and the processing of the transaction and further acknowledges and agrees that the proceeds of the transactions may not be paid until the securities have been transferred into street name and delivered, free of restrictive legend and stop transfer instruction. J.P. Morgan shall not be liable for any losses, direct or indirect, that may have been caused by such delays.

9. Short and Long Sales
Short sales must be executed in a Margin Account. In placing any sell order for a long Account, the client will designate the order as such and hereby authorizes J.P. Morgan to mark the order as being "long." The designation by the client of a sell order as being for a long Account shall constitute a representation by the client that the client owns the security with respect to which the sell order has been placed, that such security may be sold without restriction in the open market and that, if J.P. Morgan does not have the security in its possession at the time the client places the sell order, the client shall deliver the security by settlement date in good deliverable form and if the client fails to deliver as such, J.P. Morgan is authorized (but is not required to) to borrow, purchase, or otherwise acquire the security in order to make delivery. The client shall be liable to J.P. Morgan for any losses and expenses it may incur or sustain as a result of the client's failure to make delivery on a timely basis and for any loss, expense, premium and other costs incurred in connection with borrowing, purchase or acquisition of the required securities.

10. Obligations Upon Termination
Upon termination of this Agreement or the closing of the client's Account(s), the client will be responsible for issuing instructions in writing with regard to the assets held in the Account(s). Unless and until J.P. Morgan receives such instructions, it will be under no obligation to take any action with regard to the Securities and Property in the Accounts. The client agrees to be responsible for any transaction costs associated with the client's instructions, including commissions and related costs.

THE FOLLOWING SECTION REGARDING ARBITRATION APPLIES ONLY TO BROKERAGE AND MARGIN ACCOUNTS WITH A J.P. MORGAN ENTITY

11. Arbitration; Consent to Jurisdiction; Service of Process
(a) THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION

CLAUSE. BY SIGNING AN ARBITRATION AGREEMENT THE PARTIES AGREE AS FOLLOWS:

- ALL PARTIES TO THIS AGREEMENT ARE GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JURY, EXCEPT AS PROVIDED BY THE RULES OF THE ARBITRATION FORUM IN WHICH A CLAIM IS FILED.
- ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY'S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION AWARD IS VERY LIMITED.
- THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS.
- THE ARBITRATORS DO NOT HAVE TO EXPLAIN THE REASON(S) FOR THEIR AWARD, UNLESS, IN AN ELIGIBLE CASE, A JOINT REQUEST FOR AN EXPLAINED DECISION HAS BEEN SUBMITTED BY ALL PARTIES TO THE PANEL AT LEAST 20 DAYS PRIOR TO THE FIRST SCHEDULED HEARING DATE.
- THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.
- THE RULES OF SOME ARBITRATION FORUMS MAY IMPOSE TIME LIMITS FOR BRINGING A CLAIM IN ARBITRATION. IN SOME CASES, A CLAIM THAT IS INELIGIBLE FOR ARBITRATION MAY BE BROUGHT IN COURT.
- THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS AGREEMENT.
- NO PERSON SHALL BRING A PUTATIVE OR CERTIFIED CLASS ACTION TO ARBITRATION, NOR SEEK TO ENFORCE ANY PRE DISPUTE ARBITRATION AGREEMENT AGAINST ANY PERSON WHO HAS INITIATED IN COURT A PUTATIVE CLASS ACTION OR WHO IS A MEMBER OF A PUTATIVE CLASS WHO HAS NOT OPTED OUT OF THE CLASS WITH RESPECT TO ANY CLAIMS ENCOMPASSED BY THE PUTATIVE CLASS ACTION UNTIL:
  i) THE CLASS CERTIFICATION IS DENIED;
  ii) THE CLASS IS DECERTIFIED; OR
  iii) THE CLIENT IS EXCLUDED FROM THE CLASS BY THE COURT. SUCH FORBEARANCE TO ENFORCE AN AGREEMENT TO ARBITRATE SHALL NOT CONSTITUTE A WAIVER OF ANY RIGHTS UNDER THIS AGREEMENT EXCEPT TO THE EXTENT STATED HEREIN.
- BY ENTERING INTO THIS AGREEMENT THE CLIENT AND J.P. MORGAN AGREE THAT CONTROVERSIES ARISING UNDER OR RELATING TO THIS AGREEMENT OR ANY ACTIVITY BETWEEN THE CLIENT AND J.P. MORGAN, ITS PREDECESSORS, AND ANY OF THEIR RESPECTIVE SUCCESSORS, ASSIGNS, AND ANY OF THEIR, DIRECTORS, EMPLOYEES, AND ANY OTHER CONTROL PERSONS AND ANY OF THEIR AGENTS, WHETHER ARISING PRIOR TO, ON OR SUBSEQUENT TO THE DATE HEREOF, SHALL BE DETERMINED BY ARBITRATION AND IN ACCORDANCE WITH THE RULES OF THE FINANCIAL INDUSTRY REGULATORY AUTHORITY, INC. ("FINRA") BEFORE AN ARBITRATION PANEL APPOINTED BY FINRA IN ACCORDANCE WITH ITS RULES, AND SUCH HEARING OR HEARINGS SHALL BE CONDUCTED IN A LOCALE SELECTED BY FINRA. THE AWARD OF THE ARBITRATORS, OR OF THE MAJORITY OF THEM, SHALL BE FINAL, AND JUDGMENT UPON THE AWARD RENDERED MAY BE ENTERED IN ANY COURT, STATE OR FEDERAL, HAVING JURISDICTION.

(b) Notwithstanding the provisions of subparagraph (a) above, either party may, at any time prior to the initial arbitration hearing pertaining to such dispute or controversy, seek by application to the U.S. District Court for the Southern District of New York or the Supreme Court of the State of New York for the County of New York any such temporary or provisional relief or remedy ("Provisional Remedy") provided for by the laws of the U.S. or the laws of the State of New York as would be available in an action based upon such dispute or controversy in the absence of an agreement to arbitrate. The parties acknowledge and agree that it is their intention to have any such application for a Provisional Remedy decided by the Court to which it is made and that such application shall not be referred to or settled by arbitration. No such application to either said Court for a Provisional Remedy, nor any act or conduct by either party in furtherance of or in opposition to such application, shall constitute a relinquishment or waiver of any right to have the underlying dispute or controversy with respect to which such application is made settled by arbitration in accordance with subparagraph (a) above.

(c) With respect to any application for a Provisional Remedy and any application for judgment on an arbitration award, each party irrevocably (i) submits to the jurisdiction of the U.S. District Court for the Southern District of New York or the Supreme Court of the State of New York for the County of New York, (ii) waives any objection which it may have at any time to the laying of venue of any proceedings brought in any such court, waives any claim that such proceedings have been brought in an inconvenient forum and further waives the right to object, with respect to such proceedings, that such court does not have any jurisdiction over such party, and (iii) consents to service of process by certified mail, return receipt requested, to the address provided for herein.

(d) The client hereby agrees to receive service of process in connection with any legal matters or actions or proceedings based upon, arising out of or relating in any way to this Agreement by confirmed, return-receipt requested mail and that delivery shall be presumed if such service is mailed to the address maintained by J.P. Morgan in its records.

(e) The client agrees that in any arbitration proceeding with J.P. Morgan, the arbitrators shall be bound by, and obligated to follow, the substantive law of the State of New York and of the United States regardless of where the agreement was executed, except to the extent that such laws would permit the arbitrators to disregard the substantive laws of the State of New York and the United States.

(f) The client agrees that the terms of any settlement or any award determined by arbitration shall be confidential and shall not be disclosed by the client, the client's attorneys or the client's representatives under any circumstances unless required by applicable law, judicial proceeding, or self-regulatory organization rule or order.

(g) This arbitration provision may be waived only with the written agreement of J.P. Morgan.

12. Severability

If and to the extent any term or provision herein is or should become invalid or unenforceable, then (i) the remaining terms and provisions hereof shall be unimpaired and remain in full force and effect and (ii) the invalid or unenforceable provision or term shall be replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term or provision.

13. Affiliations

If the client is a natural person, the client represents that unless the client has notified J.P. Morgan to the contrary, neither the client nor any member of the client's immediate family is: (i) an employee or member of any exchange, (ii) an employee or member of FINRA, (iii) an employee of any corporation or firm engaged in the business of dealing, as broker or principal, in securities, options or futures or (iv) an employee of any bank, trust company or insurance company. Persons signing on behalf of others should indicate the titles or capacities in which they are signing. If any of the foregoing information changes, the client agrees to notify J.P. Morgan promptly. If the client is required to obtain his or her employer's consent before opening a securities account, the client has obtained such consent.

14. Custody
Unless the client specifies otherwise, JPMCB will act as custodian of the Property in all brokerage Accounts in accordance with the provisions relating to the Custody Account in the Asset Account Agreement.

15. Prohibition Against Trading Ahead of Customer Orders
FINRA Rule 5320 generally prohibits member firms that accept and hold orders for equity securities from trading those securities for their own account at a price that would satisfy the underlying orders, unless the member immediately thereafter executes the underlying orders at the same or better price than it traded for its own account. Described below are certain exceptions to the Rule and an explanation of how J.P. Morgan will handle those exceptions. Please note that consistent with regulatory guidance, not-held orders are outside the scope of the Rule.

Large orders (orders of 10,000 or more shares with a total value of $100,000 or more) and orders executed on behalf of institutional accounts are excepted from the requirements of Rule 5320. JPMS will generally work such orders in accordance with customer instructions. While working such orders, JPMS may trade for its own account at prices that would satisfy the customer order. Clients who wish to opt in to the Rule 5320 protections in regards to large orders or orders executed on behalf of institutional accounts should contact their J.P. Morgan representative.

In addition, if a firm implements and utilizes an effective system of internal controls, Rule 5320 permits the respective separate units to trade independent of one another for purposes of the Rule. JPMS maintains Rule 5320 internal controls known as information barriers between its trading units. The information barriers are designed to prevent one trading unit from having knowledge of customer orders held by a different trading unit. With these barriers in place, one trading unit may hold a customer order while another trading unit, including the market making trading unit, executes an order for a firm account that would satisfy the customer order.

Clients with questions should contact their J.P. Morgan representative.

16. SEC Rule 13h-1 Large Trader
A Large Trader is, among other definitions, a person who directly, or indirectly through the control of another person, exercises investment discretion over one or more accounts which trade equities and/or listed options in an aggregate amount that equals or exceeds 2 million shares or $20 million fair market value during any calendar day; or equals or exceeds 20 million shares or $200 million fair market value over any calendar month. If you or another person exercising investment discretion over your accounts with J.P. Morgan is a Large Trader, you are required to complete an SEC Form 13H application and submit it to the SEC. If you or another person exercising investment discretion over your accounts with J.P. Morgan have been assigned a Large Trader ID (LTID) by the SEC or are assigned one in the future, it is your responsibility to provide the appropriate LTID information to J.P. Morgan so that your account information can be updated accordingly.

MARGIN DISCLOSURE STATEMENT
This Margin Agreement provides some basic facts about purchasing Securities on margin and will alert the client to certain risks involved with trading Securities in a Margin Account. Before trading Securities in a Margin Account, the client will fully review all terms and conditions of this Margin Agreement and the client will consult J.P. Morgan regarding any questions or concerns the client has about the Margin Account.

When the client purchases Securities, the client may pay for Securities in full unless the client borrows part of the purchase price from J.P. Morgan through a Margin Account. The Securities purchased are J.P. Morgan's Collateral for the loan extended to the client. If the Securities in the Account decline in value, so does the value of the Collateral supporting the loan and, as a result, J.P. Morgan can take action, including issuing a margin call and/or selling Securities or other assets in any of the client's Accounts, in order to maintain the required ratio of debt to equity in the Account.

The client fully understands the risks of trading Securities on margin, which are heightened over purchasing them in full with the client's own existing funds. These risks include, but are not limited to, the following:

- **The client can lose more funds than the client deposits in the Margin Account.** A decline in the value of Securities that are purchased on margin may require that the client provide additional funds to avoid the forced sale of those Securities or other Securities or assets in the client's Accounts.

- **J.P. Morgan can force the sale of Securities or other assets in the client's Accounts.** If the equity in an Account falls below the margin requirements or J.P. Morgan's higher "house" requirements, J.P. Morgan can sell the Securities or other assets in the Accounts to cover the margin deficiency. The client will also be responsible for any shortfall in the Account after such a sale.

- **J.P. Morgan is not required to contact the client for a margin call to be valid, and J.P. Morgan may liquidate Securities or other assets in Accounts to meet the margin call without contacting the client first or obtaining the client's permission.** J.P. Morgan may take all necessary steps to protect its financial interests, including immediately liquidating Securities or other assets without prior notice to the client and without the client's consent.

- **Because the Securities are collateral for the margin loan, the client is not entitled to choose which Securities or other assets in the Accounts will be liquidated or sold to meet a margin call.** J.P. Morgan has the sole right to decide which Securities and assets to sell in order to protect its interests.

- **J.P. Morgan can increase its "house" maintenance margin requirements at any time and is not required to provide to the client advance notice, in writing or otherwise.** These changes in J.P. Morgan's policy often take effect immediately and may result in the issuance of a maintenance margin call. The client's failure to satisfy the call may result in the liquidation or sale of Securities in the client's Accounts.

- **The client is not entitled to an extension of time on a margin call.** While an extension of time to meet margin requirements may be available to clients under certain circumstances and at J.P. Morgan's sole discretion, a client does not have the right to an extension.

MARGIN ACCOUNT AGREEMENT

1. Margin and Other Collateral Requirements
The client agrees (i) to deposit and maintain such margin in the client's margin Account(s) as J.P. Morgan may in its sole discretion require; (ii) to pay on demand any debit balance owing with respect to any of the client's margin Account(s); (iii) that margin calls may be communicated orally, without subsequent written confirmation; (iv) to deposit promptly and maintain such other Collateral with J.P. Morgan as is required by applicable law or regulation or by J.P. Morgan under this Agreement or any other agreement; and (v) that no demands, calls, tenders or notices that J.P. Morgan may have made or given in the past shall obligate J.P. Morgan to make or give the same in the future.

2. Breach, Bankruptcy or Default; Remedies

(a) Each J.P. Morgan entity may elect to consider the client in default of any or all agreements the client may then have with it if: (i) the client does not pay any liability or perform any Obligation to any J.P. Morgan entity by the time the client is obligated to do so; (ii) the client otherwise breaches, repudiates or defaults under this Agreement or any other agreement the client may have with any J.P. Morgan entity; (iii) the client commences a proceeding in bankruptcy or insolvency or one is commenced against the client; (iv) any guarantor, co signer or other party (a "Responsible Party") liable for or providing security for the client's Obligations to any J.P. Morgan entity defaults in its obligation to J.P. Morgan or commences a proceeding in bankruptcy or insolvency or one is commenced against it; (v) an attachment is made against the client or a Responsible Party's Account(s) with any J.P. Morgan entity; (vi) a receiver is appointed with respect to the client, any of assets of the client or the assets of a Responsible Party; (vii) if the client is a natural person, the client dies or becomes incompetent, and if the client is an entity, the client merges, liquidates or dissolves; or (viii) an event, circumstance or condition occurs that, in J.P. Morgan's judgment, materially impairs the client's creditworthiness, ability to timely perform Obligations to J.P. Morgan or otherwise causes J.P. Morgan to view itself as insecure. The occurrence of any of the foregoing is referred to as an "Event of Default."

(b) Upon the election by J.P. Morgan to consider the client in default, each J.P. Morgan entity shall have all of the rights and remedies of a secured party upon default under the NYUCC and other applicable laws and may, without notice to the client among other things, (i) in whole or in part, accelerate, cancel, terminate, liquidate or otherwise close out this Agreement in accordance with the terms of this Agreement and (ii) foreclose, collect, sell or otherwise liquidate any Collateral a J.P. Morgan entity selects in its sole discretion, in any order and at any time, and apply, in a manner determined by J.P. Morgan in its sole discretion, the proceeds to satisfy any of the client's Obligations to any J.P. Morgan entity and (iii) buy any property that may have been sold short and (iv) retain any Collateral and (v) set-off, net, and/or recoup a J.P. Morgan entity's obligation to the client against any of the client's Obligations to any J.P. Morgan entity, and the client's Obligations to a J.P. Morgan entity shall be deemed performed and discharged to the extent any J.P. Morgan entity has effected a valid and unavoidable set-off, netting or recoupment, and the client expressly waives any requirement of mutuality to allow one J.P. Morgan entity to set-off, net or recoup any Obligation owed by the client to a J.P. Morgan entity against any obligation of a different J.P. Morgan entity to the client and (vi) calculate any obligation due to the client by first deducting any Obligation that the client owes to any J.P. Morgan entity before determining the final amount of any such obligation and (vii) in each J.P. Morgan entity's discretion, convert at the client's expense any Obligation from one currency into another currency at such rates as J.P. Morgan shall determine and (viii) take any other action permitted by law or in equity to protect, preserve or enforce J.P. Morgan's rights or to reduce any risk to J.P. Morgan of loss or delay, including entering into hedging transactions for the client's Account(s) and risk.

(c) At any sale of Collateral or other sale or purchase permitted hereunder or otherwise, J.P. Morgan may sell or purchase to or from itself or third parties, and the client hereby acknowledges and agrees that the securities subject to such sale or purchase are instruments traded in a recognized market. The client will pay each J.P. Morgan entity for any losses and costs incurred by J.P. Morgan as a result of any default by the client. The client waives marshalling of assets and any similar doctrine dealing with the application of Collateral. J.P. Morgan's rights and remedies hereunder are cumulative and are in addition to any other rights and remedies available at law or in equity.

3. Short Sales

The client will designate any short sales as such and hereby authorizes J.P. Morgan to mark the order as being "short" or "short exempt." Short sales are margin transactions and must be conducted in a Margin Account. Short sale transactions are subject to certain regulatory rules and cannot be executed under certain market conditions. J.P. Morgan does not guarantee that it will be able to locate Securities to facilitate a short sale. J.P. Morgan may, in its discretion and without notice to the client, "buy in" Securities to cover any short security position in the client's Margin Account. If the client is unable to cover a short security position (either through delivery of the Security or through J.P. Morgan "buying in" the Security) in enough time for J.P. Morgan to deliver the Security to its lender (to whom J.P. Morgan is obligated), the client agrees to reimburse J.P. Morgan for the losses J.P. Morgan sustains as a result of the client's failure to cover.

4. Special Charges for Short Sales In Hard-To-Borrow Securities

With respect to any short sale transactions in securities that are or become hard-to-borrow, the client's Account(s) also may be charged an amount equal to the sum of (i) the costs and expenses incurred by J.P. Morgan and (ii) a Service Fee in connection with the establishment and/or maintenance of the client's short positions in that security (together, "Short Sale Charges"). A security is or becomes hard-to-borrow when increased short selling in that security in the market causes an increase in demand to borrow the security, which in turn causes an increase in the cost and expense to J.P. Morgan in establishing and/or maintaining a short position in such security for the client's Account(s). Short Sale Charges may be disclosed to the client at the time a short position is established or may be imposed or increased from time to time in light of changing market conditions and the client agrees to pay such Short Sale Charges at J.P. Morgan's then-prevailing rates.

THE FOLLOWING SECTIONS REGARDING THE LOAN, PLEDGE OR USE OF SECURITIES AND FREE CREDIT BALANCES APPLY ONLY TO MARGIN ACCOUNTS WITH A J.P. MORGAN ENTITY AND NOT TO ANY OTHER ACCOUNT

5. Consent to Loan, Pledge or Use Securities in Margin Accounts

(a) To the greatest extent permitted under Applicable Laws, the client hereby authorizes J.P. Morgan to lend either to itself or to others and to otherwise use, sell or pledge any securities held by J.P. Morgan in any of the client's Margin Account(s), to convey therewith all attendant rights of ownership (including voting rights) and to use all such property as Collateral for J.P. Morgan's general loans and/or other obligations or with respect to repurchase transactions. Any such property, together with all attendant rights of ownership, may be pledged, repledged, sold, hypothecated, rehypothecated, become subject to a repurchase transaction either separately or in common with other property for any amounts due to J.P. Morgan thereon, and for a greater sum than, and for periods longer than, any Obligation that the client owes to J.P. Morgan, and J.P. Morgan shall have no obligation to retain a like amount of similar property in its possession and control. The client hereby acknowledges that, as a result of such activities, (i) J.P. Morgan may receive and retain certain benefits to which the client will not be entitled and (ii) the securities in a margin Account(s) may be used as Collateral by J.P. Morgan for loans made to it in excess of the client's indebtedness to J.P. Morgan.

(b) In certain circumstances, such loans or other use may limit, in whole or in part, the client's ability to receive dividends directly from the issuing company and/or the client's right to exercise voting and other attendant rights of ownership with respect to the loaned, sold or pledged securities. Such circumstances include, but are not limited to, loans of securities that the client

owns in margin Account(s) that continue over record dates for voting purposes and ex-dividend dates for dividend distributions. Record dates and ex-dividend dates are declared by the issuing company. If J.P. Morgan does not receive dividends directly from the company, the client may receive payments-in-lieu of dividends which may cause the client to lose the benefit of the preferential tax treatment accorded to dividends.

6. Free Credit Balances

The client hereby authorizes J.P. Morgan to use any free credit balance in any of the client's Margin Account(s) in accordance with all applicable laws and to pay interest thereon at such rate or rates and under such conditions as are established from time to time by J.P. Morgan for such Margin Account(s) and for the amounts of cash so used. In accordance with applicable regulations, free credit balances are carried in clients' Margin Accounts pending, and with a view towards, reinvestment. J.P. Morgan may determine not to pay interest on free credit balances (i) representing either uncollected funds (i.e., any deposited non-cash items (e.g., checks) for which J.P. Morgan has not yet received credit) or funds that is deposited and subsequently withdrawn prior to the expiration of the minimum time period required by J.P. Morgan, or (ii) where prohibited by applicable law.

7. Custody

A J.P. Morgan entity will act as custodian of all Collateral and/or Property held pursuant to this Margin Account Agreement.

8. General Terms; Definitions

This Agreement is subject to the General Terms for Accounts and Services (the "General Terms") and to the terms and conditions, including, without limitation, those pertaining to arbitration, contained in the Brokerage Account Agreement (other than terms pertaining to custody). References to the Brokerage Account shall be deemed to be references to the Margin Account and references to the Brokerage Account Agreement shall be deemed to be references to this Agreement.

Capitalized terms not defined in this Agreement have the meanings given to them in the General Terms and the Brokerage Account Agreement. To the extent there are any conflicts between the General Terms and the terms of this Agreement or between the Brokerage Account Agreement and this Agreement, this Agreement will prevail.

DISCLOSURE TO CLIENTS IN COMPLIANCE WITH FINRA RULE 4370 REGARDING CONTINUITY AND CONTINGENCY PLANS AND EMERGENCY CONTACT INFORMATION FOR J.P. MORGAN

J.P. Morgan adheres to a Resiliency Risk Management ("RRM") Program which is an integral part of JPMorgan Chase & Co. normal business operations, and as such, is part of business planning and a critical responsibility of management. The RRM Program establishes and assesses the criticality of business processes, in addition to documenting strategies, gathering recovery information, identifying resources, and developing and maintaining a plan for action to recover business processes in a timely manner following a disruption, and to meet local and country regulatory requirements. The Resiliency Plans (contingency plans) are designed to respond to a worst-case scenario. This means the loss of a single location or an entire zone. Also, pursuant to the Resiliency Risk Management Policy, J.P. Morgan establishes minimum requirements for supporting and sustaining business resiliency services at levels commensurate with the associated business impact.

The following business continuity control practices are in place:

A recovery plan designed to restore the J.P. Morgan environment, which includes alternative work spaces and back-up computer systems. The recovery plan is subject to periodic review, examination and/or testing by internal and independent auditors. The recovery test utilizes, in part, off-site copies of data, applications, and system software and synchronous or asynchronous systems. A regular review of resource needs is performed to update processing and storage requirements.

J.P. Morgan's risk mitigation strategies are commensurate with our obligations to our clients, markets and regulators. J.P. Morgan will endeavor to sustain business on behalf of its clients on that same business day or, where applicable, on a best efforts basis, during any and all contingency events, recognizing that service may be impacted for longer periods depending upon the seriousness of the event. In addition, in that J.P. Morgan is dependent upon various infrastructures (e.g. transportation, telecommunications, exchanges, industry utilities, etc.) J.P. Morgan's ability to implement its plans may be impacted by issues with these infrastructures.

The recovery and business continuity plans of J.P. Morgan are subject to modification without notice. Updates will be posted to the Morgan OnLine website and customers may request this information by contacting their J.P. Morgan representative.

RISKS OF CERTAIN INVESTMENTS

The types of investments below involve special risks that should be evaluated carefully before a decision is made to invest directly in a self-directed brokerage account at J.P. Morgan Securities LLC or to include type of investment in guidelines for an investment management account at JPMCB or one of its banking affiliates. Not all of the risks and other significant aspects of these investments are discussed here. Clients are advised to consult with their own legal, tax, financial and accounting advisors to the extent deemed necessary and are expected to rely upon their own evaluation of information they receive when making investment decisions.

1. Over-the-Counter Derivatives

Most Over-the-Counter ("OTC") Derivatives are contracts that take one of four basic forms, although the forms can be overlapping and one transaction can involve elements of all four forms. These basic forms are (1) swaps, (2) options, (3) forwards and (4) hybrid instruments (which are debt obligations or other securities with embedded swaps, options or forwards). OTC Derivatives may be structured to be settled in a variety of ways, including in cash or by physical delivery of property against cash. No matter what form is involved, a common feature of OTC Derivatives is that the obligations of one or both of the parties are based on the value or market price of one or more underlying financial or commodity markets, to which the transaction is linked. A Client should not enter into an OTC Derivative unless the Client understands, at a minimum:

- The fundamentals of the market underlying such OTC Derivative;
- The legal terms and conditions of the documentation for such OTC Derivative;
- The extent of the economic risk to which the Client is exposed as a result of such OTC Derivative;
- The tax treatment of such OTC Derivative; and
- The regulatory treatment of such OTC Derivative.

The Client must determine that such investment and its risk are suitable in the light of the Client's financial circumstances and objectives.

The following points should be considered in deciding whether to enter into a particular OTC Derivative:

- **Market risk.** To the extent the obligations or rights in respect of an OTC Derivative are linked to prices or values in a particular market, the Client will be exposed to a risk of loss as a result of price or value movements in that market.

- **Credit Risk.** JPMorgan Chase Bank, N.A. or one of its affiliates (a "Morgan Affiliate," and together with JPMorgan Chase Bank, N.A., "JPMCB") will generally be the counterparty in an OTC Derivative arranged by any Morgan Affiliate, including J.P. Morgan Securities LLC

("JPMS"). The Client therefore will be dependent upon the financial capacity of JPMCB to meet its obligations under each OTC Derivative contract prior to settlement, and may be unsecured with respect to those obligations of JPMCB (as opposed to being a creditor of a central clearing corporation as may generally be the case with exchange traded futures and options). An OTC Derivative with JPMCB as counterparty will not represent a deposit or savings account, and the Client's claim against JPMCB will not be insured by the FDIC or any other government entity.

- **Non-Transferability and Non-Marketability.** OTC Derivatives will not be registered under the Securities Act of 1933, as amended (the "Securities Act"), or under the securities laws of any state or other country unless otherwise specified in writing. OTC Derivatives will ordinarily be sold and offered in a transaction that is intended to be exempt from registration under the Securities Act by virtue of Section 4(2) of the Securities Act and/or Regulation D thereunder. There will be no public market for OTC Derivatives. In this regard, the Client will be required to represent that OTC Derivatives, or any securities underlying the OTC Derivatives, are being acquired for investment purposes only and not with a view to resale or distribution. OTC Derivatives generally cannot be assigned or transferred by a party without the prior written consent of the other party. JPMCB may, but is not obligated to, consent to the early termination of an OTC Derivative prior to its scheduled maturity at a negotiated price. It therefore may be impossible for the Client to liquidate a position in an OTC Derivative prior to maturity. Because OTC Derivatives are not standardized, engaging in another OTC Derivative transaction to offset an OTC Derivative the Client has entered into with JPMCB will not automatically close out those positions (as may be true in the case of exchange traded futures and options) and will not necessarily function as an effective hedge. The Client will continue to be obligated with respect to an OTC Derivative until it matures or is otherwise terminated.

- **Price Transparency.** Because the prices and characteristics of OTC Derivatives are individually negotiated and there is no central source for obtaining prices, dealers in OTC Derivatives may quote different prices for similar transactions. JPMCB does not warrant that its prices will always be the best prices available.

- **Option Risk.** Option transactions can be very risky. The risk of selling (writing) options is considerably greater than the risk involved in buying options. If the Client buys an option, the Client cannot lose more than the premium. If the Client sells (writes) an option, the risk can be unlimited. Fluctuations in currency exchange rates may affect the value of any OTC Option on securities trading in or denominated in a foreign currency, as well as the value of any payment or delivery of securities in connection with such OTC Option. Fluctuations in currency exchange rates may affect the value of any payment or delivery of securities in connection with such OTC Option.

- **Leverage Risk.** Certain derivatives can be structured to allow for significant leverage. The use of leverage may have the effect of magnifying an investor's losses or gains and causing an investor to be highly exposed to risk with very little capital or cash investment. As a result, a relatively small, unexpected change in the notional amount of an investor's position could have a much larger adverse impact on the principal amount invested.

- **Collateral.** Collateral may be required to support the Client's obligations under OTC Derivatives. Additional collateral may be required after the Client has entered into an OTC Derivative. JPMCB and JPMS will not provide the collateral for any OTC Derivative transaction.

Clients should not rely upon J.P. Morgan for an understanding of the risks, terms and conditions of OTC Derivatives, and the Client must review carefully the documentation for any OTC Derivative with a personal attorney or other adviser. J.P. Morgan will assume that when the Client enters into OTC Derivatives, the Client understands the characteristics and risk associated with such transactions.

2. Uncovered Options (Permitted Only in Self-Directed Accounts at JPMS)

An uncovered (or "naked") option transaction occurs when an investor buys or sells (writes) an option without having a position in the underlying asset. There are special risks associated with uncovered option writing which expose the investor to potentially significant loss. Therefore, this type of strategy may not be suitable for all clients, including those generally approved for options transactions.

The potential loss of uncovered call writing is unlimited. The writer of an uncovered call is in an extremely risky position, and may incur large losses if the value of the underlying instrument increases above the exercise price.

As with writing uncovered calls, the risk of writing uncovered put options is substantial. The writer of an uncovered put option bears a risk of loss if the value of the underlying instrument declines below the exercise price. Such loss could be substantial if there is a significant decline in the value of the underlying instrument.

Uncovered option writing thus is suitable only for the knowledgeable investor who understands the risks, has the financial capacity and willingness to incur potentially unlimited losses, and has sufficient liquid assets to meet applicable margin requirements. In this regard, if the value of the underlying instrument moves against an uncovered writer's options position, JPMS may liquidate stock or options positions in the Client's account, with little or no prior notice in accordance with the Client's Margin Agreement.

For combination writing, where the investor writes both a put and a call on the same underlying instrument, the potential risk also is unlimited.

If a secondary market in options were to become unavailable, investors could not engage in closing transactions, and an option writer would remain obligated until expiration or assignment.

The writer of an American-style option is subject to being assigned an exercise at any time after he has written the option until the option expires. By contrast, the writer of a European-style option is subject to exercise assignment only during a specified exercise period.

Note: This brief discussion is not intended to enumerate all of the risks entailed in writing uncovered options. It is expected that the Client also will read the booklet entitled Characteristics and Risks of Standardized Options available from JPMS. In particular, the Client's attention is directed to the chapter entitled Risks of Buying and Writing Options. If the Client enters into an option contract, the Client thereby will confirm that the Client has received and read the aforementioned booklet.

3. Emerging Markets

Emerging markets securities and transactions involving emerging markets securities are subject to substantial risk arising from a number of factors including, but not limited to: (1) economic and political instability in the regions where emerging markets issuers conduct business, (2) significant volatility in the markets for emerging markets securities and the currencies in which they may be denominated and (3) the potential for loss of the Client's entire investment as a result

of insolvency, market or government action, or other similar factors which could render the securities valueless.

Generally less information is publicly available with respect to emerging markets issuers and obligors than is available with respect to United States companies. Many emerging markets companies are not subject to the uniform accounting and financial reporting requirements applicable to issuers and obligors in the United States; additionally, accounting, auditing, financial and other reporting standards in emerging markets jurisdictions are often not equivalent to the standards established in the United States and therefore disclosure of certain material information may not be made.

There may exist only small markets for certain emerging markets securities, resulting in low or non-existent volumes of trading in such assets, and therefore a lack of liquidity and price volatility of such assets. Settlement periods for transactions of emerging markets securities may also be longer than settlement times for assets of United States issuers, and settlement systems may be unreliable.

This may also affect the liquidity and price volatility of emerging markets securities.

The risks are significantly more pronounced in derivative instruments (options, swaps, futures, etc.) on emerging markets securities.

4. Non-Traditional Investment Strategies

Non-traditional, or alternative, investment strategies include investments in hedge funds, private equity funds, real estate funds, and funds comprised of such funds. Such funds are sometimes referred to as private investments because they are typically organized pursuant to exemptions from registration under federal securities laws and therefore are not offered to the general public. They are appropriate for certain qualified investors only. Such funds: (1) often engage in leveraging and other speculative investment practices that may increase the risk of the complete loss of the investment; (2) can be highly illiquid because of the absence of any trading market and restrictions on resale as a result of regulatory or contractual provisions; (3) are not required to provide periodic pricing or valuation information to investors; (4) may involve complex tax structures and delays in distributing important tax information; (5) are not subject to the same regulatory requirements as mutual funds; (6) often charge high fees; (7) may be exposed significantly to foreign currency and investment risk; and (8) may experience high return volatility. In addition, any number of conflicts of interest may exist in connection with the sale, distribution, management or operation of such funds.

Although interests in private investment funds sometimes may be resold in privately negotiated transactions, the prices realized on these sales could be less than the original investment. It is a condition of many fund investments offered through J.P. Morgan that the Client maintain an investment management, trust, or custody/asset account at JPMCB or one of its affiliates for so long as the Client owns the investment.

Private funds are offered only by confidential private placement memorandum or similar document (the "PPM"). The PPM provides important detailed information regarding fees, merits, risks, investment objectives, and other matters of interest, and must be read carefully before a decision is made on whether to invest. However, generally no PPM will be delivered to the Client for whom JPMCB exercises investment discretion. JPMCB will provide a copy of the PPM to a discretionary Client upon request.

Morgan Affiliates may be the issuer of interests in these funds or may provide advisory, management, administrative or other services to issuers, including issuers who also are Morgan Affiliates, and may be compensated separately for such functions. JPMS or another Morgan Affiliate may act as placement agent for such interests and may be compensated by the issuer for providing placement services. Such compensation is in addition to fees and commissions the Client pays in connection with purchasing an interest or in connection with the Client's investment management, brokerage or custody account.

Investments in private funds entail the execution and delivery of a subscription agreement. If JPMCB is investing on behalf of a discretionary Client, JPMCB will complete and execute the subscription agreement on the Client's behalf. The subscription agreement will require JPMCB to make certain representations and warranties relating to the Client. Such representations and warranties relate to, but are not limited to, the Client's status as an "accredited investor," a "qualified purchaser," a "qualified eligible person," or "U.S. person" within the meaning of applicable securities laws; whether the Client or the Client's account is subject to the Employee Retirement Income Security Act of 1974 ("ERISA"); organizational data if the Client is an entity; whether the Client is a regulated institution that is subject to legal or regulatory restrictions or limitations on the nature of its investments (such as a bank or an insurance company); whether the Client is restricted by rules of the Financial Industry Regulatory Authority from participating in initial public offerings by reason of the Client's association with any broker, dealer, bank or other securities business; and whether the Client falls into a category of person whose ability to do business with a financial institution is limited by laws intended to prevent money laundering and terrorist financing. JPMCB will rely on information provided to it by the Client in making all representations and warranties contained in a subscription agreement and may be liable to a fund if any such representation or warranty is untrue. In the event of such liability, the Client will be required to indemnify JPMCB and its affiliates for all loss and damage, including attorneys' fees. Clients who invest in private funds through their self-directed brokerage accounts at JPMS will sign subscription agreements containing the same representations and warranties.

5. Complementary/Structured Strategies

Structured strategies are securities in which swaps, options, futures, forwards or other combinations or types of derivatives are embedded. Their returns typically are linked to the performance of one or more underlying U.S. or international securities, indices, rates, currencies, or commodities (please see Section 11 below for a discussion of the special risks of investing in commodities and Section 12 below for a discussion of the special risks of investing in currencies), and may incorporate leverage.

Investments in structured strategies may not be suitable for all investors. These types of investments entail varying degrees of risk, and while some structured strategies offer full or partial principal protection, others can subject the Client to the loss of the full amount invested. Structured strategies offered by J.P. Morgan (referred to herein as "Structures") may be structured using unsecured and unsubordinated debt obligations of JPMorgan Chase & Co. or its affiliates ("JPM") or various non-Morgan affiliate issuers, and may also take the form of deposits (which may or may not be insured or guaranteed by the Federal Deposit Insurance Corporation or any other government authority), equity or partnership interests, certificates, warrants or interests in special purpose vehicles. The Client therefore will be dependent upon the issuer's financial capacity to meet its obligations under a Structure. Structures may or may not be registered under the Securities Act of 1933, as amended (the "Securities Act"), or under the securities laws of any state or other country and if not registered, will be sold and offered in a transaction that is intended to be exempt from registration under the Securities Act. Structures may or may not be publicly listed or traded on an exchange and therefore may be illiquid investments. Prior to maturity Structures issued by JPM may be

repurchased by JPM only and only upon terms and conditions acceptable to it, and in most cases the Structures are not-transferable and are nonnegotiable.

In the event that JPM consents to early liquidation, the Client will likely not fully participate in any benefits of the Structure, such as principal protection, buffers, or enhanced returns.

Structures will be offered by prospectus, term sheet or offering memorandum (collectively, an "offering document"), and the offering document will provide more detailed information regarding the Structures. The applicable offering document must be read carefully before a decision is made to invest. However, generally no offering document will be delivered to a Client for whom J.P. Morgan exercises investment discretion.

The issue price of a Structure will include the cost of hedging the issuer's obligations under such Structure, which includes an estimated profit component. It also will include compensation paid to JPM for structuring, underwriting and marketing work involved in packaging a Structure as one instrument. Compensation paid to JPM will vary with each Structure but is not expected to exceed, on an annual basis, two percent. If, however, a Structure has an early redemption feature and is redeemed prior to maturity, the compensation will not be pro-rated and limited to the period during which the Structure was outstanding, and in such event, the compensation paid will be higher. A Structure may also include an annual fee embedded in an index or calculation, payable to the issuer or index sponsor (which may be JPM or a non-Morgan affiliate issuer) for structuring or calculating a proprietary index or formula.

JPM also generally acts as calculation agent for Structures and determines the amount, if any, that will be paid to the Client at maturity. In performing its duties as calculation agent, JPM may have interests adverse to the interest of the holders of the Structures, which may affect the Client's return on a Structure, particularly where JPM, as the calculation agent, is entitled to exercise discretion.

If JPMCB invests in a Structure on behalf of a Client for whom it exercises investment discretion, JPMCB may be required to make certain representations and warranties relating to the Client. Such representations and warranties relate to, but are not limited to, the Client's status as an "accredited investor" as defined by the Securities Act. JPMCB will rely on information provided to it by the Client in making all required representations and warranties and may be liable to the issuer or the issuer's placement agent if any such representation or warranty is untrue. In the event of such liability, the Client will be required to indemnify JPMCB and its affiliates for all loss and damage, including attorneys' fees.

6. Mutual Funds

Mutual funds are sold only by prospectus, and the prospectus contains important information regarding the fund's investment objectives, merits, risks, charges, expenses and other matters of interest. Mutual funds may not be suitable for all investors and the Client agrees to request the prospectus and read it carefully before deciding to invest. However, no prospectus will be delivered to the Client prior to an investment if JPMCB is investing on behalf of a Client for whom it exercises investment discretion. JPMCB will provide a copy of the prospectus to a discretionary Client upon request.

Although most mutual funds available through J.P. Morgan will follow a traditional long-only investment strategy, some mutual funds may utilize investment strategies similar to those employed by private funds. Such funds may or may not have the liquidity of traditional mutual funds, provide periodic pricing or valuation information to investors, and are subject to the same regulatory requirements as traditional mutual funds, but they engage in leveraging and other speculative investment practices commonly used by hedge funds that may increase the risk of the complete loss of the investment. Such funds generally also charge higher fees than traditional mutual funds and have higher expenses. The use of leverage increases risk to a fund, and the more a fund invests in leveraged instruments, the more it could magnify gains or losses to those investments.

JPMCB, JPMS or their affiliates may provide administrative, custodial, sales, distribution or shareholder services to funds established, sponsored, advised, or managed by their affiliates as well as by third parties, and JPMCB, JPMS or their affiliates may be compensated for such services.

7. Municipal Bonds

Municipal bonds are offered by an official statement and may not be suitable for all investors. A Client should consult with an independent tax advisor regarding whether municipal bonds are appropriate for the Client's particular situation.

JPMS or Morgan Affiliates may hold a position or act as market maker in the financial instruments of any issue the Client may invest in, or act as underwriter, placement agent, advisor, or lender to an issuer. If municipal bonds are sold prior to maturity, prices may be higher or lower than the original purchase price and actual yields may be higher or lower than the yields indicated at the time of Client's investment. Yield quotations and market values will thus fluctuate over time and in certain instances interest from some municipal bonds will be subject to the Alternative Minimum Tax (AMT).

8. Real Estate

Real estate investments are likely to be risky, illiquid and long-term. Real estate ownership and the real estate industry in general are subject to many risks, including the burdens of ownership of real property; local, national and international economic conditions; supply and demand for properties; the financial condition of tenants, buyers and sellers; changes in interest rates and the availability of mortgage funds; changes in environmental laws and regulations, planning laws and other governmental rules and fiscal and monetary policies; claims arising out of undisclosed or unknown environmental problems or as to which inadequate reserves have been established; changes in real property tax rates; changes in energy prices; force majeure events; terrorist events; and underinsured or uninsurable losses. Real estate assets are subject to long term cycles that gives rise to significant volatility in values.

Illiquidity may result from the absence of an established market for the property. The possibility of partial or total loss of capital will exist and investors should not invest in real estate unless they can readily bear the consequences of such loss. Even if real estate investments are successful, they are unlikely to produce a realized return to the investors for a period of years.

Securities issued by real estate fund companies, including real estate investment trusts ("REITs") are subject to the risks associated with the direct ownership of real estate as well as the risks associated with the fund company or REIT itself. Such companies carry the risks of possibly limited operating history, unspecified portfolios, uncertainties in calculating net asset value due to reliance upon appraisals, and restrictions on redemption arising out of the illiquidity of the underlying portfolio. REITs also carry the risk of the possible failure to qualify as a REIT under the Internal Revenue Code of 1986, as amended, which will have adverse tax consequences for investors.

9. Exchange Traded Funds

Exchange traded funds (ETFs) are index funds or trusts that are listed on an exchange. Investors can buy or sell shares in the collective performance of an entire stock or bond portfolio as a single security. Unlike index mutual funds, which have their net asset values calculated at the end of each trading day, ETF

prices change within the trading day, fluctuating with supply and demand, so that the price of an ETF may be different than its net asset value.

Leveraged or inverse ETFs are highly complex financial instruments and, due to the effects of compounding, their performance over longer periods of time can differ significantly from their stated daily objective. Leveraged and inverse ETFs typically are designed to achieve their stated performance objectives on a daily basis. Some investors might invest in these ETFs with the expectation that the ETFs may meet their stated daily performance objectives over the long term as well. Investors should be aware that performance of these ETFs over a period longer than one day can differ significantly from their stated daily performance objectives. Leveraged and inverse ETFs may pursue a range of investment strategies through the use of swaps, futures contracts and other derivative instruments, and are inherently more volatile then their underlying benchmark or index. Additionally, leveraged ETFs positions will be subject to applicable maintenance margin requirements which may be greater or differ from margin requirements on their non-leveraged counterparts.

Exchange traded funds are sold by prospectus. The prospectus contains important information regarding the investment objectives of the ETF, its merits, risks, charges, expenses and other matters of interest, and must be read carefully before a decision is made to invest. However, no prospectus will be delivered to the Client prior to an investment if JPMCB makes the investment on the Client's behalf pursuant to a discretionary portfolio mandate. JPMCB will provide a copy of the prospectus to a discretionary Client upon request.

ETFs are subject to risks similar to those of stocks. Investment returns will fluctuate and are subject to market volatility, so that an investor's shares, when redeemed or sold, may be worth more or less than their original cost. In addition, there is no guarantee that an ETF will track the exact performance of its index.

ETFs, including leveraged or inverse ETFs, may not be suitable for all investors.

10. High Yield Fixed Income Securities

High yield fixed income securities come in many forms. Common ones are high yield bonds, asset-backed securities, mortgage-backed securities, mezzanine securities, and collateralized bond obligations ("CBOs").

High yield bonds (sometimes known as "junk" bonds) are non-investment grade bonds of varying maturities. They generally will be in the lower rating categories of the major rating agencies or may be unrated. High yield bonds typically pay more interest than other bonds because they involve a greater risk that the issuer will default in the timely payment of interest and principal. Issuers of high yield bonds may have a lot of debt. During an economic downturn, a period of rising interest rates or a recession, high yield issuers with a lot of debt may experience financial problems leading to a default, and high yield bonds tend to fall in price during such periods. They also may have other creditors with the right to be paid before the high yield bond holder. High yield bonds fluctuate more widely in price and yield than investment grade bonds and are not as liquid.

Asset-backed securities are bonds backed by a pool of assets, usually loans such as installment sale contracts or credit card receivables. The loans underlying asset-backed securities may be unsecured, with no collateral to seize if the underlying borrower defaults. Asset-backed securities may be prepaid at any time, which will reduce their yield and market value. When interest rates fall, prepayment rates rise as borrowers pay off existing debt and refinance at new lower rates. As a result, reinvestment of the prepayment proceeds generally will be at a lower rate of return than the return on the assets that were prepaid. Mortgage-backed securities are subject to the same risks as asset-backed securities except that the underlying loans generally will be secured by real property.

Mezzanine investments are subordinated debt securities which receive payments of interest and principal after more senior secured creditors are paid. They generally are issued in private placements in connection with an investment in an equity security. They carry the risk that the issuer will default on payment of interest and principal and that the equity securities purchased with the proceeds of mezzanine investments will lose value.

CBOs are securities backed by a diversified pool of high yield securities and are subject to the same risks as the high yield securities in the pool.

11. Commodities

(a) In General, Commodities include hard assets, such as agricultural products, metals, or petroleum as well as securities futures based on common stock, certain exchange traded funds and American Depositary Receipts, and securities indices.

Commodity futures contracts can be used for speculation, hedging, and risk management. Commodity futures contracts are not appropriate investments for all investors. When they are used for speculation, it is possible to realize substantial profits in a short period of time, but it is also possible to incur substantial losses in a short period of time. Such losses may be larger than the initial commitment of capital because futures trading is highly leveraged.

Because of the leverage involved and the nature of futures contract transactions, losses may be felt immediately because gains and losses are credited or debited to the investor's account, at a minimum, on a daily basis. The purchase or sale of a futures contract requires the investor to make an initial deposit of money, known as margin. Margin, in the context of futures trading, is different than the margin involved in the purchase of stocks. The purchase of stocks on margin involves a cash down payment and credit extended by the broker for the purchase. The margin required to buy or sell a futures contract is a deposit of money that can be drawn on by the broker to cover any daily losses. If movements in the markets for futures contracts or the underlying commodity decrease the value of the investor's positions in futures contracts, the investor may be required to deposit additional funds in his or her account as margin. If an account is under the minimum margin requirements set by the exchange or the investor's broker, the position may be liquidated at a loss, and the investor will be liable for any deficit in the account. Minimum margin requirements for a particular futures contract at a particular time are set by the exchange on which the contract is traded and are subject to modification based on market conditions. An increase in market volatility and the range of daily price movements is frequently a reason for raising margins.

Futures contracts cannot be sold like stocks or bonds. They generally must be liquidated by the investor entering into an equivalent but opposite position in another contract month, on another market, or in the underlying commodity. If a position in a futures contract cannot be liquidated, the investor may not be able to realize a gain in the value of the position or prevent losses from mounting. An inability to liquidate could occur, for example, if trading is halted due to unusual trading activity in either the futures contract or the underlying commodity; if trading is halted due to recent news events involving the issuer of the underlying commodity; if systems failures occur on an exchange or at the investor's broker; or if the position is on an illiquid market. An exchange may set a maximum daily limit on market price increases and decreases, and will halt trading when the limit is reached. In the event prices have risen or fallen by the maximum daily limit, and there is no trading in the contract permitted

(known as a "lock limit" market), it may not be possible to execute an order at any price. Markets may be lock limit for more than one day, resulting in substantial losses to futures investors who may find it impossible to liquidate losing futures positions.

Even if the investor can liquidate the position, it may be at a price that involves a large loss. For the same reasons, it may also be difficult or impossible to manage risk from open futures positions by entering into offsetting positions.

An alternative method of participating in futures trading is through a commodity pool, which is a pooled investment vehicle that invests in commodities (and, typically, securities as well). A commodity pool participant will not have an individual trading account. Instead, the funds of all pool participants are combined and traded as a single account. Each investor shares in the profits or losses of the pool in proportion to his or her investment in the pool. Although commodity pools can offer benefits such as greater diversification among commodities than an investor might obtain in an individual trading account, the absence of margin calls, and a limitation on losses to the amount invested, the risks a pool incurs in any given futures transaction are no different than the risks incurred by an individual trader. The pool still trades in futures contracts which are highly leveraged and in markets that can be highly volatile. And like an individual trader, the pool can suffer substantial losses as well as realize substantial profits.

(b) Securities Futures
Trading in security futures contracts requires knowledge of both the securities and the futures markets. Under certain market conditions, the prices of security futures contracts may not maintain their customary or anticipated relationships to the prices of the underlying security or index. These pricing disparities could occur, for example, when the market for the security futures contract is illiquid, when the primary market for the underlying security is closed, or when the reporting of transactions in the underlying security has been delayed. For index products, it could also occur when trading is delayed or halted in some or all of the securities that make up the index. The investor may be required to settle certain security futures contracts with physical delivery of the underlying security. If a position in a physically settled security futures contract is held until the end of the last trading day prior to expiration, the investor will be obligated to make or take delivery of the underlying securities, which could involve additional costs.

The actual settlement terms may vary from contract to contract and exchange to exchange.

Although security futures contracts share some characteristics with options on securities (options contracts), these products are also different in a number of ways.

The purchaser of an options contract has the right, but not the obligation, to buy or sell a security prior to the expiration date. The seller of an options contract has the obligation to buy or sell a security prior to the expiration date. By contrast, if an investor has a position in a security futures contract (either long or short), the investor has both the right and the obligation to buy or sell a security at a future date. The only way to avoid the obligation incurred by the security futures contract is to liquidate the position with an offsetting contract.

A person purchasing an options contract runs the risk of losing the purchase price (premium) for the option contract. Because it is a wasting asset, the purchaser of an options contract who neither liquidates the options contract in the secondary market nor exercises it at or prior to expiration will necessarily lose his or her entire investment in the options contract. However, a purchaser of an options contract cannot lose more than the amount of the premium. Conversely, the seller of an options contract receives the premium and assumes the risk that he or she will be required to buy or sell the underlying security on or prior to the expiration date, in which event his or her losses may exceed the amount of the premium received. Although the seller of an options contract is required to deposit margin to reflect the risk of its obligation, he or she may lose many times his or her initial margin deposit. By contrast, the purchaser and seller of a security futures contract each enter into an agreement to buy or sell a specific quantity of shares in the underlying security. Based upon the movement in prices of the underlying security, a person who holds a position in a security futures contract can gain or lose many times his or her initial margin deposit. In this respect, the benefits of a security futures contract are similar to the benefits of purchasing an option, while the risks of entering into a security futures contract are similar to the risks of *selling* an option.

12. Currencies and Foreign Exchange
Foreign currencies or baskets of currencies may be very volatile and may experience significant drops in value over a short period of time. The value of a foreign currency will depend, among other economic indicators, on movements in exchange rates. Risks and special considerations with respect to foreign currencies include, but are not limited to, economic uncertainties, currency devaluations, political and social uncertainties, exchange control regulations, high rates of interest, a history of government and private sector defaults, significant government influence on the economy, less rigorous regulatory and accounting standards than in the United States, relatively less developed financial and other systems and limited liquidity and higher price volatility of the related securities markets.

DEPOSIT ACCOUNTS AND SERVICES OFFERED BY JPMORGAN CHASE BANK, N.A.[1]

DEPOSIT ACCOUNT AGREEMENT

This agreement governs personal and business deposit accounts identified in this Deposit Account Agreement at JPMorgan Chase Bank, N.A. (the "Agreement"). By signing a services application, deposit account signature card, or by otherwise opening or maintaining a checking, savings or certificate of deposit (including retirement certificates of deposit) account with us, you accept and agree to be bound by the terms and conditions of this Agreement. However, if your account is maintained with a business unit of the Bank that provides you a different deposit agreement, or if you contract for services that require your consent to a different deposit agreement, your account will be governed by that agreement.

To the extent there are any conflicts between the General Terms and this Agreement, this Agreement shall prevail. As used in this Agreement, "we," "us," "our" and the "Bank" mean JPMorgan Chase Bank, N.A. Your "Account" means each deposit account you have with us that is governed by this Agreement. "You" or "your" means each person or entity in whose name the Account at the Bank is maintained or who exercises an ownership interest therein, as well as any assignee or successor in interest to the Account. Your "State" means the U.S. state where you opened your account, or the state where you reside if you opened your Account by mail, internet, or other remote means and you reside in a state where we have branch offices. However, if you opened your Account by remote means and you do not reside in a U.S. state where we have branch offices, your "State" shall be the State of Ohio, where we are headquartered.

This Agreement includes the following disclosures applicable to the Bank's personal and business deposit accounts that the Bank has provided to you: (1) account features, (2) Additional Banking Services and Fees, (3) the rate sheets for

1 Deposit products and services offered by JPMorgan Chase Bank, N.A. Member FDIC.

interest bearing accounts, and (4) any additional disclosures regarding your Account that the Bank will provide to you. Fees mentioned throughout this agreement can be found in the product disclosures and Additional Banking Services and Fees disclosures referenced above.

GENERAL ACCOUNT TERMS AND CONDITIONS

Deposits or Cashed Items

Checks, drafts and other negotiable instruments, including substitute checks (see the section of this booklet entitled Check 21 – Substitute Check and Your Rights) (collectively "checks") deposited to your Account or cashed, automated clearinghouse ("ACH") entries and all other types of external and book-entry funds transfers (checks and funds transfers collectively referred to herein as "items"), may be charged back against the Account (or an Account for split deposits) or any other Account of yours at the Bank if we are informed that the item is being or has been returned unpaid (or, for checks drawn on other accounts with us, the check is dishonored by us for any reason), without regard to whether such return or dishonor is timely. When a deposited or cashed item is returned, you may be charged a Deposited Item Returned fee. We may charge your Account whether or not the check is returned to us, and whether or not we can return the item or a copy to you. Even if we verify a deposited or cashed check and tell you that the check has been paid, that will not release your liability as an endorser. This right shall extend to any check or other item deposited into your Account or cashed, that is finally paid and then is returned because a claim is made that the check or other item was altered, forged, unauthorized, has a missing signature or should not have been paid for any reason. In lieu of charging your Account we may withhold an amount equal to such check or other item from your Account until a final determination of the validity of such claim has been made. We have no duty to return a check that has been charged back to an Account if that Account has become overdrawn. We are not required to give you next-day notice if a deposited or cashed item is dishonored.

Any check deposited to your Account that lacks an endorsement may be, or may be deemed to be, endorsed by us on your behalf. With respect to any such check, our rights and your liabilities shall be determined as though you actually endorsed and deposited the item. Further, any check deposited to your Account that bears your stamped or facsimile endorsement shall be deemed to bear your actual endorsement whether such endorsement was affixed by you or by someone having no authority to supply your endorsement. You agree to assume responsibility for and to indemnify us for any loss we may incur as a result of your failure to comply with the endorsement standards set forth in our Endorsement Standards section of this Agreement. If you deposit a remotely created check, you guarantee that the check was authorized by the account holder for payment in the amount shown. Remotely created checks are created when an account holder authorizes a payee to draw a check on the account, but instead of the account holder's actual signature, the check identifies that the account holder authorized the check.

We may rely on the account number on any deposit record received, even if the record identifies a party different from the entity identified by name in the record, and we have no duty to detect any such inconsistency in identification.

We may return or refuse to accept all or any part of a deposit or credit to your Account at any time and will not be liable to you for doing so even if such action causes outstanding items to be dishonored and returned. Returned or refused deposits (or the legal equivalent of the deposited item) will be returned to you. In addition, you will be solely responsible for any loss or liability we sustain in connection with the deposit of substitute checks.

We will not give you next day notice of receipt of an electronic deposit to your Account but will provide such notice to you on your next periodic Account statement. You may call us to confirm an ACH or wire transfer deposit.

Credits for Deposits

A receipt may be provided or made available upon request for all deposits to your Account (except for remote deposits, e.g., lock box, night depository services and certain funds transfers). However, the amount on your deposit receipt is based solely on your deposit ticket. Funds from your deposits to your Account may not be made immediately available. We shall not be construed to have received for deposit checks sent by mail or placed in the night depository until we have either received actual delivery from the U.S. Postal Service or have removed the checks from the depository. Checks placed in such depository will be removed not later than the next business day. All deposits made by mail and addressed to a Bank location without using a specific branch name and street address will be considered received by the Bank's National Bank-By-Mail facility in Louisville, KY as of the date such deposit is received by such facility. For checking accounts, funds will be made available according to Federal Reserve Regulation CC and our Funds Availability Policy. Credits for all deposits are subject to final verification and, after review, we may make adjustments to your Account for any errors, including any errors appearing on your deposit ticket, but have no obligation to do so for discrepancies under ten dollars. In addition, the availability of funds for withdrawal does not mean that the deposited check or other item is "good," has "cleared" or has been paid by the paying bank, or that the item will not be returned unpaid and your Account subsequently debited, notwithstanding the passage of any period of time or any representation or belief to the contrary. We may accept credits to your Account that have been originated by third parties (e.g., ACH credits, wire transfers). However, we may reverse any credit to your account that the originator of such deposit has informed us was in error, or was intended for another account, without investigating whether such credit was not properly payable to you.

We need not accept for deposit items drawn on a non-U.S. bank or items payable in a foreign currency and may instead accept such items on a collection basis, even after we have taken physical possession of such items. If accepted on a collection basis, we will not be obligated to credit your account for such items until we have received final payment. The actual credit for items payable in a foreign currency will be at the exchange rate in effect at the time of final collection in U.S. dollars. Regardless of whether such items are accepted for deposit or on a collection basis, our Funds Availability Policy will not apply.

Collection of Deposits

You agree that we act only as your collecting agent in receiving items for deposit or collection and assume no responsibility beyond reasonable care. We will use reasonable care in the selection of collecting agents but will not be liable in case of their failure or negligence or for losses in transit.

You agree that we, and each of our correspondents, may send checks subject to collection, directly or indirectly, to any bank, depository, maker or drawee in accordance with our usual custom and may accept checks, drafts or credits as conditional payment.

You agree to use reasonable care to assist us in locating or obtaining replacements of items lost while in our possession. We may agree with other banks and clearing houses to vary procedures regarding the collection or return of items, and deadlines to the extent permitted by applicable law.

Withdrawal Procedures and Limitations

In accordance with the features of your Account, you agree that we may charge your Account for any withdrawal or

transfer that you make or authorize another to make. We may, as a condition of withdrawal, require you to provide us with identification or information acceptable to us and/or your signature on certain withdrawal documents signed in the presence of our personnel. If you request to withdraw large amounts in cash, we may place reasonable restrictions on the time and method of your withdrawal and may require that you sign a document releasing us from any liability in case you are robbed or assaulted. We may refuse the withdrawal if you do not agree with these conditions.

Federal regulations impose limitations on transfers from savings accounts and we are required to monitor your compliance with them. You may make no more than six withdrawals (including withdrawals made by check, debit card, ACH, telephone, Internet, or wire) during any monthly statement period on these accounts. This limit does not apply to withdrawals made in person or through ATMs, mail (by a check payable and mailed to you), or messenger. We will charge a Savings Withdrawal Limit fee for each withdrawal that exceeds this limit. In addition this transfer may also invoke an Additional Withdrawal fee for J.P. Morgan Savings accounts for having exceeded applicable withdrawal limits. If you continue to exceed any transfer limits on your Account after we have notified you of any such transfer violation, we will close your Account and transfer the funds to another deposit account type selected by us for which you are eligible or eliminate your Account's transfer and check privileges.

For all savings accounts, interest bearing checking accounts and holding sub-accounts, we reserve the right to require seven (7) days prior written notice of withdrawal. In addition, any personal checking account for which a one-time promotional payment to or for the account is made by us as a premium or other consideration upon account opening may cause such account to be considered an interest bearing checking account for this Agreement (and, for statutory purposes, a NOW account) and subject to the potential seven-day withdrawal notice requirement, even though such account may not accrue interest on a periodic basis.

Payment and Deposit of Checks
You agree not to issue incomplete, postdated or conditional checks or present them for deposit to your Account. Also, we have no duty to discover, comply with or have any liability for accepting any incomplete, postdated, conditional checks or checks more than six months old, even if you have provided us with notice describing this check. We may charge a person who cashes your check a fee, or refuse to cash your check, if that person is not a deposit or loan customer of ours.

We have no duty to honor and we may disregard any information on a check other than the identification of the paying bank and payee, the amount (we may rely upon either the numeric amount or the amount in words if contradictory) and any MICR encoded information, and specifically have no duty to visually inspect signatures. We may construe as "or" any symbol, mark or word (other than the word "and") used as a connective, or may imply an "or" in the absence of any connective, on the payee line of any check containing multiple payees. In addition, for both personal and business Accounts, we may debit an Account based on a single signature, and a multiple-signature requirement is for the customer's internal use only, notwithstanding any communication to us to the contrary.

You agree that if you utilize an automatic check writing service which operates through the use of a personal computer, employ the use of a facsimile signature or do not otherwise provide your personal signature on a check, you agree that you shall have the sole responsibility for maintaining security of any such computer, stamp or device by which your signature is affixed and that you shall bear the entire risk of unauthorized use of any such device or of any facsimile signature that reasonably resembles the signature you use, whether or not you are negligent. You also agree that the treatment of each check presented against your Account through the use of such a service and our rights and obligations with regard to such check will be the same as if the check was signed or initiated personally by you. You further agree to indemnify and hold us harmless from and against any and all loss, cost, damage, liability or expense (including attorney fees) we may suffer or incur as a result of the unlawful use, unauthorized use or misuse by any person of any such device or of any facsimile signature that reasonably resembles the signature you use.

Your Account may be debited on the day a check is presented by electronic or other means, or at an earlier time based on notification received by us that such check drawn on your Account has been deposited for collection at the Bank or at another financial institution. A determination of your Account balance for purposes of making a decision to dishonor a check for insufficiency of available funds may be made at any time between the receipt of such presentment or notice and the time of return of the check, and no more than one such determination need be made. If the Bank dishonors any check, we shall treat any subsequent representment the same as the original presentment in all respects (including imposing an additional Insufficient Funds or Returned Item Fee if applicable), and shall have no duty to take any steps to prevent representments of such checks.

Check and Forms Specifications/Protection of Documents
All checks, withdrawal forms, deposit slips and transfer instructions used in connection with your Account must be on forms obtained through or approved by us. You agree to maintain adequate safeguards to ensure the authorized use of the forms you retain, and agree to notify us immediately if you become aware that any checks or other forms are lost or stolen. We are not responsible for losses you may suffer due to improper printing on forms not obtained through or approved by us, your failure to maintain adequate safeguards against unauthorized use, or your failure to issue checks in a manner so as to prevent unauthorized completion, alteration or addition. You agree that we may refuse to accept for deposit or to process any check or other item that is presented to us in a form that cannot be processed or photographed using equipment that we regularly use in our normal operations.

Overdrafts
We may, but are not required to, refuse to pay any item unless your available account balance at the time is equal to or more than the amount of the item, plus all other items received. Even if we have paid overdraft items previously, we will not be required to do so at any future time. We generally will not authorize a non-repeating ("everyday") debit card transaction if your available account balance is insufficient to pay the transaction in two cases: for business accounts, if you have notified us not to pay debit card overdrafts or, for personal accounts, if you have not notified us to pay debit card overdrafts. Your "available account balance" is the balance after deducting (1) deposits that are not yet available for withdrawal under our funds availability policy, (2) debit card or other transactions that we are legally obligated to pay, or have already paid out in cash, (3) other pending transactions like ACH transactions, and (4) any holds on your account to comply with court orders or other legal requirements.

An "overdraft," or "overdrawing" your account, means that your account balance, minus deposits that are not yet available and minus holds on your account to comply with court orders or other legal requirements, is negative or is less than the total of all items presented on a business day.

We look at your account balance only once from the time we receive an item until we return it to decide whether the item causes an overdraft. We may charge your account for a debit card transaction based on the authorization request.

Generally, for each business day, we will (i) add deposits to your account, (ii) subtract wire transfers, debit card transactions, online banking transactions, ATM withdrawals, teller cash withdrawals, cashed checks and deposited checks drawn on us, in the order in which they were authorized, withdrawn, or deposited, and (iii) subtract all other items in highest to lowest dollar amount. We reserve the right to use a different order in certain states.

It is your responsibility to avoid overdrawing your account. Talk to your J.P. Morgan team to learn about Overdraft Protection services. We also offer Personalized Alerts to keep you informed about the balance and transactions in your account.

You must immediately pay the amount of any overdraft together with any applicable fees or charges. If you fail to do so, you may be charged additional fees or interest. Until you pay such balance in full, you will pay interest on the amount of the overdraft at the rate indicated on the applicable rate schedule. We also may report you to credit reporting agencies, close your account, or both. These actions could affect your ability to open accounts in the future.

You authorize us to apply any subsequent deposit against the amount of any overdraft and resulting fees or charges. Subsequent deposits include any federal or state benefit payments that you choose to deposit in any account (including direct deposit of Social Security). You understand and agree that if you do not want your benefits applied in this way, you may change your direct deposit instructions to the benefits payor at any time.

You agree to pay all costs and expenses, including attorney fees, we incur in collecting any overdraft. In addition, if we close your account with an outstanding overdraft and charge off the amount of the overdraft, we may charge a Collection fee. We may still pursue collection of your account (including suing you) after it is charged off.

Insufficient Funds, Returned Item, and Extended Overdraft Fees

We may charge a fee for any item presented when your account is overdrawn, whether or not we pay the item. If we pay the item, we may charge an Insufficient Funds fee. If we return the item, we may charge a Returned Item fee. We will not charge an Insufficient Funds fee for an everyday debit card transaction in two cases: for business accounts, if you have notified us not to pay debit card overdrafts or, for personal accounts, if you have not notified us to pay debit card overdrafts.

We may limit the number of Returned Item and Insufficient Funds fees we charge for a business day. We will not charge Insufficient Funds fees if your ending account balance is overdrawn by $5.00 or less. For some types of accounts and for accounts located in some states, we may charge an Extended Overdraft fee for any overdraft balances that are not promptly repaid, charge interest for any overdraft, or both.

Refer to your fee schedule for information about what fees apply and how fees are calculated for your account.

Specific Terms for Certificates of Deposit

The standard minimum deposit amount to open a Certificate of Deposit ("CD," which term shall include Retirement CDs unless otherwise identified below) is $1,000. Subsequent deposits are not permitted except during the grace period. By opening your CD, you have agreed to keep the funds on deposit for the agreed upon stated term.

Grace Period. The grace period is the time after your maturity date that you can make changes to your CD's term, rate or balance before it automatically renews for the same term. A grace period of ten (10) calendar days applies to a CD with a term of 14 days or greater. A grace period of five (5) calendar days applies to a CD with a term of 7 through 13 days.

Maturity Conditions. For automatically renewable CDs, your CD will automatically renew for the same time period as the initial term, and thereafter for successive like periods of time, with an interest rate then in effect on the renewal date for like term CD to be applicable during such time period. This will not apply if you withdraw your funds during the grace period following the maturity date. Withdrawals made during the grace period are not subject to early withdrawal penalties described below. If your CD is redeemed during the grace period, it will not earn interest after the maturity date. For single maturity CDs, your CD will not automatically renew on the maturity date. No interest is earned or paid after the maturity date.

CD Special Interest Rates. If your CD has a CD special interest rate, that rate applies only to the initial CD term. At the time of renewal, unless withdrawn during the applicable grace period, your CD will automatically renew for the same term at the standard (non-special) interest rate in effect on the renewal date or for the Relationship interest rate if you qualify.

Early Withdrawal Penalties. THERE IS A PENALTY FOR WITHDRAWING FUNDS PRIOR TO THE MATURITY DATE. If the term of the CD is less than 365 days, the early withdrawal penalty is equal to $25.00 plus 1% of the amount withdrawn. For terms of one year or more, the early withdrawal penalty is equal to $25.00 plus 3% of the amount withdrawn. If the withdrawal occurs within seven (7) days after the date of deposit, the amount of the early withdrawal penalty shall be calculated as above, but in no event shall it be less than the accrued interest. Early withdrawal penalties may require a reduction in the principal amount if the amount of accrued and unpaid interest on the deposit is less than the penalty. Early withdrawal penalties will be waived under the following circumstances:

- Withdrawal of accrued or paid interest;
- Withdrawal due to the death of a CD owner (including Totten Trust) or a grantor of a revocable family/living trust;
- Withdrawal due to the disability of a CD owner;[2]
- Withdrawal due to the judicial determination of legal incompetence of a CD owner;
- Re-titling of a CD to transfer ownership of funds into a living trust without moving funds from the Bank and where no change in term or rate occurs.

Stop Payments

You may stop payment on a check drawn on your Account if we have not accepted, certified, made final payment on or otherwise become accountable for the item. Any joint owner may order us to stop payment on any check drawn on your Account. A Stop Payment fee may apply. To stop payment on a check, please call us at the phone number listed on your monthly statement.

You must provide us with the precise Account and check number/amount to allow us to identify the check based upon our computer retrieval system standards. A stop payment order shall become effective not later than one full business day after we have received such information, which you agree is a reasonable time. If a cashier's check, teller's check ("official check") or certified check is lost, destroyed or stolen, you may assert a claim to the amount of the check if you give us a declaration of loss statement in a form acceptable to us and the check has not been presented for payment for 90 days from the issue date or in the case of certified checks, from the date of acceptance.

2 Except during the first seven days following account opening or for withdrawals made within six days of a previous withdrawal, in which case the penalty must always be applied.

For personal Accounts, an oral or written stop payment order is effective for 180 days, and may not be extended. However, you may place an additional stop payment order at any time, in which case such order shall replace the prior instruction, and shall be effective for 180 days from the day such additional order was placed. An additional stop payment fee will be charged. We will not send a confirmation of your stop payment order. For business Accounts, an oral or written stop payment may be placed for two lengths of time. You may place a stop payment order to be effective for 180 calendar days or you may place a stop payment order to be effective for one year and then renewable annually, at your choice, for six additional years. We may send you a written confirmation of your stop payment order. If any of the information on the confirmation is incorrect, you must notify us within the time period stated on the confirmation. If you do not do so, the information will be presumed to be correct. You will receive a 60 to 90 day advance notification of stop payments scheduled for renewal on your business Account statement. You may request at that time to discontinue the renewal of a stop payment by indicating the stop payment you wish to revoke and returning the notice portion of the statement, with an authorized signature, to the address provided. For personal and business Accounts, when the effective period of the stop payment order expires, we have no duty or obligation to notify you before we pay the item.

If you stop payment on a check drawn on your Account, you may still be obligated to pay such item to any party entitled to enforce it pursuant to applicable state law.

Inactive and Unclaimed Accounts
Each state has laws that govern when accounts are considered inactive or unclaimed and when the Bank is required to send a client's funds to the state. We encourage you to make sure your accounts remain active so you receive regular statements, have the full use of your accounts, and avoid the potential of having your account assets transferred to the state as unclaimed property. We will send you a letter in advance if your account assets may be transferred to the state as unclaimed property.

Statements (for Retirement CDs and Retirement Money Market Accounts refer to your IRA/CESA or QRP plan document)
We will maintain appropriate records of your Account. An Account statement for checking and savings accounts will be sent to you at your current address listed on our records on a monthly basis, unless there have been no deposits or withdrawals made to your accounts within a 30-month (12 months in Texas) period, in which case annual statements will be sent, unless otherwise specifically indicated in the personal accounts or business accounts sections of this Agreement. Statements will be sent via ordinary U.S. mail, unless you and the Bank agree otherwise. We will send at least one statement per Account, even if that Account has more than one owner. You agree that sending the Account statement as described qualifies as sending the Account statement to all owners of the Account, even if all owners do not have access to the mailing address of record for the Account.

We may change your postal address of record if we receive an address change notice from the U.S. Postal Service or if we receive information from another party in the business of providing correct address information that the address in our records no longer corresponds to your address.

As used in this Agreement, the monthly statement period means the time period covered by your Account statement. This time period may or may not correspond to a calendar month but in most cases will not exceed 32 days or be less than 28 days. The specific dates covered by your Account statement will be set forth in the statement.

Check Enclosure Options
If, at your election or your Account features so require, we retain your cancelled checks and do not return them with your Account statement, you acknowledge that the original cancelled checks may be destroyed after a reasonable period of time as determined by us. You agree that by maintaining the original check or a copy thereof on your behalf, we have otherwise made the check available to you in a reasonable manner. You may request a copy of any cancelled check and a service charge may be imposed for each copy provided. If for any reason we cannot return a copy of your check or satisfy your needs through other means, you agree that we will not be liable for more than the face amount of the check.

If available, when we retain your cancelled checks, you may request that we include images of the front of your cancelled checks with your statement ("Image Statement"). However, you may elect to neither have your cancelled checks nor images thereof included with your statement ("Check Safekeeping") and unless the terms of your Account require Check Safekeeping, you may elect to have your checks returned with your Account statement ("Check Enclosure") rather than receiving images thereof.

Some merchants, utilities and other billers may elect to convert your check into an electronic funds transfer. Since we do not receive your check, neither a cancelled check nor its image is available from us. Additionally, we may elect to receive electronic images from other banks or financial institutions in lieu of original checks. If we receive an electronic image for payment, this image will appear with other cancelled checks on your Image Statement, however, the cancelled check is not available from us.

If you have elected to have your checks returned in your statement for the first checking account listed on your statement, then all other checking accounts listed in your statement will require Check Safekeeping (for business accounts, you may elect Check Enclosure option for all checking accounts). If the first checking account election is Image Statement, then other checking accounts will default to Image Statement, unless Check Safekeeping is elected or required by the terms of that account. If the first checking account has Check Safekeeping, then all other identified checking accounts will require Check Safekeeping as well.

Notification of Errors, Forgeries and Unauthorized Signatures (for Retirement CDs and Retirement Money Market Accounts refer to your IRA/CESA or QRP plan document)
You agree to reconcile your statement promptly upon receipt. If we honor a check, debit card, ATM or other item drawn on or posted to your Account that is altered in any way or was not drawn or otherwise authorized by you ("unauthorized item") or if your Account statement contains any errors, you agree to notify us in writing of such unauthorized item or error within 30 days of the date on which the unauthorized item, or the Account statement that contained a description of the unauthorized item or error, was mailed, transmitted or otherwise made available to you. You must notify the Bank in writing of any unauthorized, improper, or missing endorsements within six (6) months after the Account statement is mailed, transmitted or made available to you. You agree to provide us with all information necessary for us to investigate the alleged error or unauthorized item, associated police reports, supporting affidavits, and testimony we reasonably request. Failure to report an unauthorized item or error, or that you did not receive your scheduled statement, within the 30-day time frame set forth above, or to abide by the conditions set forth herein, shall be deemed conclusive proof that you failed to exercise reasonable care and promptness in examining the items and statements of the affected Account and in notifying us of the unauthorized item or error. You agree that such items and errors shall therefore be fully enforceable against

you and you shall have no claim against us for same and shall be barred from bringing any action against us that is in any way related to the unauthorized item or errors.

Notwithstanding the foregoing, the Electronic Funds Transfer Services section of this Agreement governs the reporting of errors on consumer electronic funds transfers governed by Federal Reserve Board Regulation E. You also have those rights afforded to you under federal law for substitute checks. Please see the Check 21 section of this Agreement for more information.

Sub-Accounts
For accounting purposes, all checking accounts consist of two sub-accounts: a transaction sub-account to which all financial transactions are posted, and a holding sub-account into which available balances above a preset level are transferred daily. Funds will be retransferred to your transaction sub-account to meet your transactional needs; however, all balances in the holding sub-account will be transferred to the transaction sub-account with the sixth transfer in any calendar month or monthly statement period.

Both sub-accounts are treated as a single account for purposes of your deposits and withdrawals, access and information, tax reporting, fees, etc.

Linked Accounts
For checking and savings accounts, you may elect to have these accounts appear on a single statement. Since accounts with at least one common owner can be included on an account statement, you agree that information regarding your Account may be made available to any other owner on any of the accounts that are identified on that combined statement.

Many checking accounts permit you to link other accounts you may have with us or our affiliates to help waive the monthly Service Fee for that checking account based upon the balances you keep in those other accounts. These other accounts need not be included on your statement for those pricing benefits to apply, and accounts that appear on your combined statement are not automatically linked for purposes of pricing. If you have multiple checking accounts listed on your statement, pricing benefits may only apply for the first checking account listed. In addition, balances held in any particular account may only be used for pricing benefits applied for one checking account.

Linking accounts is always at our discretion. If you choose to link your personal accounts to other accounts for which you serve as trustee or custodian (fiduciary), your personal account may receive a financial benefit. Under fiduciary law, any financial benefit you receive is considered a violation of fiduciary duties. We bear no responsibility for your decision to link fiduciary and personal accounts. You should carefully consider this decision, and consult with your legal advisor if necessary.

Note: we will not automatically place accounts on one combined statement or link accounts for pricing; you must take authoritative action to do so.

Interest:
Checking and Savings Accounts
Your Account, if designated as interest bearing, will be a variable rate account on which we may change the interest rate and annual percentage yield from time to time at our discretion without notice to you. We do not impose a limit on the amount the interest rate and annual percentage yield on your Account may change. If you have requested your Account not to accrue interest on a periodic basis, we will not establish or maintain an interest rate for the Account until such time as you have requested the Account to begin earning interest.

Interest begins to accrue on the business day we receive credit for your non-cash deposit. For cash and electronic transfers, interest begins to accrue on the business day of your deposit. For purposes of accruing interest, we use the daily balance method for calculating interest. This method applies a daily periodic rate to the principal balance in your Account each day, which may be based either on collected or ledger balances as set forth in the product features for your Account. The collected balance is the balance of all deposits in your Account on which we have received credit for the deposited funds (determined by the availability schedule of our Federal Reserve Bank for non-cash items). The ledger balance is the balance in your Account without regard to credit or availability. Interest is credited and compounded monthly and is computed on a 360- or a 365-day basis. We reserve the right not to pay interest on any deposited item that is returned to us unpaid.

The interest rate and annual percentage yield applicable to your Account on the date your Account is opened will be set forth on a separate "rate sheet" or other interest rate disclosure provided to you when your Account is opened. That interest rate disclosure is considered a part of this Agreement.

Certificates of Deposit
We use the daily balance method to calculate interest on your CD. This method applies a periodic rate each day to the principal balance. Interest begins to accrue on the business day you deposit cash or non-cash items. Interest for CDs is calculated on a 360- or 365-day basis. The APY disclosed on the face of your Deposit Receipt, which is considered part of this Agreement and, if applicable, on the maturity notice, assumes interest will remain on deposit until maturity. On maturities of more than one year, interest will be paid and reported to the IRS at least annually (excludes Retirement CDs). A withdrawal will reduce earnings.

Record Retention
We shall abide by federal and applicable state record retention laws and may dispose of any records that have been retained or preserved for the period set forth in these laws. Any action by or against us based on, or the determination of which would depend on, the contents of records for which a period of retention or preservation is set forth in these laws shall be brought within the time for which the record must be retained or preserved, unless applicable law provides a shorter limitation period. Any action against us on an automatically renewable CD must be brought within the retention period applicable to that CD based on the stated maturity date in the most recent record evidencing the existence and term of the CD.

Fees and Service Charges
You agree to pay the monthly service fee, transaction fees, fees or interest charges for insufficient funds and stop payments, and all other applicable service charges or fees identified herein as applicable to your Account, or which may be otherwise mutually agreed upon by you and the Bank. You authorize us to charge your Account for these fees and service charges at any time whether or not such fees or charges will result in an overdraft of your Account or, where there are not sufficient funds in your Account to cover your fees and service charges, to bill you separately. You acknowledge and agree that the funds in your Account used to pay such fees and service charges may include any federal or state benefit payments that you choose to deposit in any Account (including direct deposit of Social Security). You understand and agree that if you do not want your benefits applied in this way, you may change your direct deposit instructions to the benefits payor at any time.

Form of Account Ownership and Fee Allowance Rate:
Refer also to the General Terms for Accounts and Services Section for types of accounts other than Business Deposit Accounts.

You agree that if your Account is identified as one offered only to individuals or unincorporated nonbusiness associations, it shall not be used for a business purpose.

Business Accounts
Where a corporation, unincorporated association or limited liability company, partnership, including a limited partnership, limited liability partnership, or joint venture, government entity or sole proprietor (collectively, the "business") is designated or appears on a signature card as the owner of such account, then the account is payable only to or on the order of the business, and not to any individual director, shareholder, member or partner thereof except as they may be a payee on a check or other item drawn on your Account. You further represent and agree that the business has taken all action necessary to open and maintain banking accounts at the Bank and that all resolutions and/or other documentation delivered to us in connection with the account are true, accurate, complete, and will be kept up to date and may be conclusively relied upon by us. You agree to notify us in advance of any change in your form of ownership. You also agree that we are not obligated to cash checks payable to you or to accept "less cash" deposits. Notwithstanding anything to the contrary, the relationship between you and the Bank is one of debtor/creditor, not fiduciary, even if the account is titled as a "fiduciary" account with that role being played by you.

You agree that each eligible signer is authorized to endorse for collection, deposit, or negotiation any and all checks, drafts, notes, bills of exchange, certificates of deposit, and orders for the payment or transfer of money between accounts at the Bank and other banks, either belonging to or coming into the possession of the business. Endorsements "for deposit" may be written or stamped. We may accept any instrument for deposit to any depository account of the business without endorsement or may supply the endorsement of the business. The person(s) so designated is authorized to sign any and all checks, drafts and orders drawn against any designated account(s) of the business at the Bank. We are authorized to honor and pay all checks, drafts and orders when so signed or endorsed without inquiry as to the circumstances of issue or disposition of the proceeds even if doing so causes an overdraft or increases an overdraft and regardless of to whom such instruments are payable or endorsed, including those drawn or endorsed to the individual order of any such person so listed.

In addition, each eligible signer is authorized to act for and on behalf of the business in any matter involving any Account of the business, including the authority to instruct us to close the Account, and is further authorized to sign and implement for and in the name on behalf of the business, as they, or any of them see fit, the terms of all agreements, instruments, drafts, certificates, or other documents relating to any depository accounts or other business including, but not limited to, night depository agreements, funds transfer agreements or safe deposit agreements.

Business accounts are accounts held by or on behalf of an entity (a person other than a natural person) or held by an individual in a professional or business capacity. Each month the noninterest- bearing funds in a business Account may earn a Fee Allowance Rate that is based on the current market conditions. The Fee Allowance Rate is used to calculate an allowance that can be used to offset monthly fees. Each month's allowance is calculated by taking the average monthly noninterest- bearing collected balance of your Account during the month and multiplying the result by the Fee Allowance Rate determined at JPMorgan Chase Bank, N.A.'s discretion and by the number of days in the billing cycle divided by the number of days in the year.

Each month's credit will be used to offset maintenance and certain transaction fees incurred in that month for account maintenance and services. The credit may only be applied against current fees and will never be credited to your Account. Fees in excess of a credit will be charged to your Account, or to the Account designated as your primary business checking account if you have more than one. No credit is earned on funds in personal noninterest- bearing accounts.

Telephone Requests
You agree that funds in any of your Accounts with us can be transferred, upon the telephone request of any signer on the Account, to another account with us or to any other financial institution. We shall not be responsible for any loss incurred as a result of our acting upon or executing any request, order or instruction we believe to be genuine. Furthermore, we may refuse to execute any telephone request or order.

Electronic Communication
Any communication contemplated by this Agreement may be delivered by electronic means if you have agreed to electronic notices rather than via U.S. mail or other means to the extent permitted by law.

Powers of Attorney
If you wish to designate an attorney-in-fact, you must do so in a form acceptable to us. Subject to the laws of your State, we reserve the right to refuse to honor any Power of Attorney presented to us, as well as to refuse to recognize a successor attorney-in-fact at any time, whether or not the successor attorney-in-fact is specifically identified in the Power of Attorney. In addition, we reserve the right to refuse to follow the instruction of an attorney-in-fact to designate the attorney-in-fact as a joint account holder, ITF beneficiary, or POD beneficiary to the Account. You agree that we are authorized, but not required, to honor a Power of Attorney until we receive written notice (1) that you have revoked the Power of Attorney or (2) that the Power of Attorney has been revoked as a matter of state law, and that we have had a reasonable opportunity to act on that written notice.

Adverse Claims
Upon receipt of oral or written notice from any party of a claim regarding the Account, we may place a hold on your Account and shall be relieved of any and all liability for our failure or refusal to honor any item drawn on your Account or any other withdrawal instruction. We may file an action in interpleader with respect to any Account where we have been notified of disputed claims to that Account. If any person asserts that a dispute exists, we are not required to determine whether that dispute has merit in order to refuse to honor the item or withdrawal instruction, or to interplead any funds in the Account.

Legal Proceedings/Other Restrictions
We may restrict the use of your Account if the Account is involved in any legal or administrative proceeding, whether or not we're a party to the proceeding. All expenses incurred by us as a result of a proceeding affecting your Account, may be charged against your Account or billed to you separately. These fees may include, but are not limited to, court costs and attorney fees.

We may also restrict the use of your Account when we reasonably consider such action necessary to avoid a loss. This may occur if we suspect that irregular, unauthorized, or unlawful activities may be involved with your Account, whether or not we suspect that you are directly or indirectly aware of these activities. Such restrictions shall be placed pending an investigation of these activities.

Set-Off
You agree that we may, without prior notice or demand, apply or set off the funds in your Account at any time to pay off any debt, whether direct or indirect, you have with us or any of our affiliates and/or any fees or service charges owed to us, and you grant us a security interest in each Account to secure such debt, as it may arise. You expressly agree that

such rights extend to any Federal or state benefit payments (including without limitation Social Security benefits) electronically deposited into your Account. You understand and agree that if you do not want your benefits applied in this way, you may change your direct deposit instructions to the benefits payor at any time. If your Account is a joint account and one or more joint owners are indebted to us in any manner, we may use the funds in the joint account to pay the debt without prior notice to you. This right of set-off does not apply if the debt is created under a consumer credit card plan or your right to withdraw funds from the Account arises only in a representative capacity. You also acknowledge and agree that any federal benefits or other payments deposited to your Account after a date of ineligibility must be returned to the Federal Government or other payor, as applicable, and we may set-off against any of your Accounts in order to recover any ineligible benefits or payments you may have received if we are obligated to return funds to the payor. If we make a set-off against your Account, you agree to release and indemnify us from all liability for our actions.

If you or any joint owner draws a check or otherwise authorizes withdrawals not presented for payment until after the drawer's death, or if any joint owner is indebted to us at the time of his or her death, we are authorized to pay such checks and withdrawals and exercise our right of set-off against the Account after such joint owner's death, notwithstanding any rights that a surviving joint owner, a POD payee or a beneficiary of an ITF or "trustee for" account may have to funds in the Account.

No Waiver
No failure by us to exercise any right will be taken as a waiver of that right or any other right, and we may still enforce all of our rights in the future.

Closing Your Account
Either you or the Bank may close your Account at any time with or without cause. If you close your Account, you may be charged an Account Closing fee. We may automatically close your Account if it reaches a zero balance. Any closed account may be automatically reopened if we receive a deposit to the Account. If we close your Account, we may send you written notice that the Account is closed on the date we close your Account. We will return the balance in your Account less any fees or service charges, claims, setoffs or other amounts you owe us, if such net amount exceeds one dollar. Please allow four weeks to receive such funds from us. After your Account is closed, we have no obligation to accept deposits or pay any outstanding checks. You agree that we shall be relieved of any and all liability for refusing to honor any check drawn on a closed Account. We have the right to advise consumer reporting agencies and other third party reporting agencies of accounts closed for misuse.

Change in Account Agreement
We may change the terms of this Agreement, including any fees or features of your Account, upon notice sent to you via ordinary U.S. mail at least 30 calendar days prior to the effective date of the change; provided however, for automatically renewable CDs, no such change shall be effective prior to the renewal date, and such notice may be provided with ten days written notice prior to the renewal date. You agree that such notice may be provided to any joint account owner. By maintaining your Account after the effective date of any change, you agree to be bound by the changes. No notice is required for changes in the interest rate and corresponding changes in the annual percentage yield for variable rate accounts or in fees for document printing.

Rules Governing Your Account
Your Account is governed by all rules and regulations of applicable federal law and the laws of your State (to the extent they are not considered to have been preempted by federal law), including those that may modify the terms of this Agreement. All deposits, items transmitted for collection, and any other transactions concerning your Account are subject to applicable clearinghouse rules and Federal Reserve rules and regulations.

Notwithstanding any other provision herein, this Agreement or any section of this Agreement may be changed or terminated without notice to the extent necessary to comply with any law or regulation of any appropriate federal or state authority.

If a conflict exists between any provision of this Agreement and any statements made by any employee of ours or our affiliates, this Agreement and the applicable sections will control.

Liability
You agree that we shall be relieved of any and all liability for acting upon your instructions or failing to act on your instructions when we reasonably believe that to do so would cause us to be exposed to civil or criminal liability, or conflict with customary banking practices.

YOU AGREE THAT WE SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE FORM OF ACTION AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IF WE FAIL TO STOP PAYMENT ON AN ITEM, OR PAY AN ITEM BEARING AN UNAUTHORIZED SIGNATURE, FORGED DRAWER'S SIGNATURE OR FORGED ENDORSEMENT OR ALTERATION, OUR LIABILITY, IF ANY, SHALL BE LIMITED TO THE FACE AMOUNT OF THE ITEM.

Location of All Legal Proceedings
If you file any lawsuit or other legal proceeding against us that is connected in any way to your Accounts or services, you must do so in an appropriate court in the state and county where you opened the account. If you relocate your Account to another branch, you must file any lawsuit or proceeding in the state and county where that branch is located. In addition, if we file any lawsuit or legal proceeding that is connected in any way to your Accounts or services, you consent to jurisdiction and venue in an appropriate court in the location described in this paragraph. If either party chooses to have disputes determined under the section entitled Arbitration, that section rather than this section governs the process and location of the arbitration proceedings.

If you reside in a U.S. state where we have branch offices, any account you open by mail, internet, or other remote means will be assigned to a branch in the state where you reside, and for purposes of this section your account will be considered to be opened at that branch.

If you do not reside in a U.S. state where we have branch offices, any account you open by mail, internet, or other remote means will be considered to be opened in Franklin County, Ohio.

Waiver of Immunity
To the extent that you have or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, or otherwise) with respect to yourself or your property, you hereby irrevocably waive such immunity in respect of your obligations hereunder to the extent permitted by applicable law. Without limiting the generality of the foregoing, you agree that such waivers shall have the fullest extent permitted under the Foreign Sovereign Immunities Act of 1976 of the United States and are intended to be irrevocable for purpose of such act.

Arbitration

PLEASE READ THIS PROVISION CAREFULLY. IT PROVIDES, WITH THE SPECIFIC EXCEPTION STATED BELOW, THAT ANY DISPUTE MUST BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT. YOU WILL NOT BE ABLE TO BRING A CLASS ACTION OR OTHER REPRESENTATIVE ACTION IN COURT, NOR WILL YOU BE ABLE TO BRING ANY CLAIM IN ARBITRATION AS A CLASS ACTION OR OTHER REPRESENTATIVE ACTION. YOU WILL NOT BE ABLE TO BE PART OF ANY CLASS ACTION OR OTHER REPRESENTATIVE ACTION BROUGHT BY ANYONE ELSE, OR TO BE REPRESENTED IN A CLASS ACTION OR OTHER REPRESENTATIVE ACTION. IN THE ABSENCE OF THIS ARBITRATION AGREEMENT, YOU AND THE BANK MIGHT OTHERWISE HAVE HAD A RIGHT OR OPPORTUNITY TO BRING CLAIMS IN A COURT, BEFORE A JUDGE OR JURY, AND/OR TO PARTICIPATE OR BE REPRESENTED IN A CASE FILED IN COURT BY OTHERS (INCLUDING CLASS ACTIONS). EXCEPT AS OTHERWISE PROVIDED BELOW, THOSE RIGHTS ARE WAIVED. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT, SUCH AS THE RIGHT TO APPEAL AND TO CERTAIN TYPES OF DISCOVERY, MAY BE MORE LIMITED OR MAY ALSO BE WAIVED.

Either you or the Bank may, without the other's consent, elect mandatory, binding arbitration of any claim, dispute or controversy raised by either you or the Bank against the other, or against the employees, parents, subsidiaries, affiliates, beneficiaries, heirs, agents or assigns of the other, arising from or relating in any way to this Agreement, any prior account agreement between you and the Bank, or the advertising, the application for, or the approval of your Account (the "Claim" or "Claims"). All Claims originating from or relating to this Agreement are subject to arbitration, no matter what theory they are based on or what remedy they seek, whether legal or equitable. This includes Claims based on contract, tort (including intentional tort), fraud, agency, negligence, statutory or regulatory provisions, or any other sources of law, or any request for equitable relief. Claims subject to arbitration include Claims that are made as counterclaims, cross claims, third party claims, interpleaders or otherwise, and any party to a proceeding in court may elect arbitration with respect to any Claims advanced in the lawsuit by any party or parties.

As an exception to this arbitration provision, you retain the right to pursue in a small claims court, any Claim that is within that court's jurisdiction and proceed on an individual basis.

If you or the Bank elects to arbitrate a Claim, the arbitration will be conducted as an individual action. Neither you nor the Bank consents or agrees to any arbitration on a class or representative basis, and the arbitrator shall have no authority to proceed with any arbitration on a class or representative basis. This arbitration provision applies to and includes any Claims made and remedies sought as part of any class action, private attorney general or other representative action, which Claims hereby are made subject to arbitration on an individual (non-class, non-representative) basis. This means that even if a class action lawsuit or other representative action, such as that in the form of a private attorney general action, is filed, any Claim between you and the Bank related to this Agreement raised in such lawsuits will be subject to an individual arbitration Claim if either you or the Bank so elects.

The party filing a Claim in arbitration must select either one of two national arbitration administrators: the National Arbitration Forum ("NAF") or the American Arbitration Association ("AAA"). The arbitration organization that is selected will apply its code or procedures in effect at the time the arbitration claim is filed, unless any portion of that code or those procedures is inconsistent with any specific terms of this arbitration provision and/or this Agreement, in which case this arbitration provision and this Agreement shall prevail. The arbitration will be conducted before a single arbitrator. The arbitrator will apply applicable substantive law, including but not limited to the applicable Uniform Commercial Code, consistent with the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("FAA") and the applicable statute of limitations or condition precedent to suit, and will honor claims of privilege recognized at law. The arbitrator will have the power to award to a party any damages or other relief provided for under applicable law, and will not have the power to award relief to, against or for the benefit of any person who is not a party to the proceeding. The arbitrator's authority is limited solely to the Claims between you and the Bank alone. The arbitration may not be consolidated with any other arbitration proceeding. You and the Bank do not agree to any arbitration on any basis to which any party other than you and the Bank, the related parties enumerated above such as heirs, successors and assigns, or any other person obligated on the Account, is involved.

Any decision rendered in such arbitration proceeding will be final and binding on the parties, unless a party appeals in writing to the arbitration organization within 30 days of issuance of the award. The appeal must request a new arbitration before a panel of three neutral arbitrators designated by the same arbitration organization. The panel will reconsider all factual and legal issues anew, follow the same rules and laws that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. An award in arbitration will be enforceable as provided by the FAA or other applicable law by any court having jurisdiction.

We will reimburse you for the initial arbitration filing fee paid by you up to the amount of $500. If there is a hearing, we will pay any fees of the arbitrator and arbitration administrator for the first two days of that hearing. All other fees will be allocated in keeping with the rules of the arbitration administrator and applicable law. If you prevail in the arbitration of any Claim against us, we will reimburse you for any fees you paid to the arbitration organization in connection with the arbitration. All other fees, including attorneys' fees, will be allocated in keeping with the rules of the arbitration administrator. Any decision rendered in such arbitration proceedings will be final and binding on the parties, and judgment may be entered in a court of competent jurisdiction. Rules and forms may be obtained from, and Claims may be filed with, either of the two organizations, as follows: the NAF, P.O. Box 50191, Minneapolis, Minnesota 55405, website at www.arb-forum.com; or the AAA, 335 Madison Avenue, Floor 10, New York, New York 10017, website at www.adr.org. Any arbitration hearing at which you wish to appear will take place at a location within the federal judicial district that includes your address at the time the Claim is filed.

This arbitration provision is part of and constitutes a transaction involving interstate commerce, and shall be governed by the FAA.

This arbitration provision applies to all Claims relating to your Account that arose in the past, which may presently be in existence, or which may arise in the future. This arbitration provision shall survive termination of your Account as well as voluntary payment of any outstanding indebtedness in full by you, or any bankruptcy by you. If we assign your Account to any unaffiliated third party, this arbitration provision will apply to any Claim between you and that third party if you or that third party chooses arbitration, or to any Claim between you and the Bank which occurred prior to such assignment or arises from such assignment.

Successors and Assigns

This Agreement shall be binding on your personal representative, executors, administrators, and successors. The benefits and responsibilities of this Agreement shall also transfer to and be binding upon our successors and assigns.

You may not transfer, assign or grant a security interest in (collectively, "assign") your Account without our written consent, and no assignment will be valid, nor will we be deemed to have knowledge of or be bound by such assignment, until we have noted that fact in our records. However, by noting the assignment, we do not attest to or have any responsibility for the validity of the assignment. You understand that any assignment of your Account is subject to our right of set-off.

CHECK 21 – SUBSTITUTE CHECKS AND YOUR RIGHTS

What is a substitute check?
To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

What are your rights as a consumer regarding substitute checks?
In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to $2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How do you make a claim for a refund?
If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact your J.P. Morgan team at the telephone number or address listed on your statement or you may call:

By Phone: English 1-800-935-9935
Spanish 1-877-312-4273
Hearing Impaired 1-800-242-7383

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

YOUR CLAIM MUST INCLUDE –
- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- The following information to help us identify the substitute check: the check number, the name of the person to whom you wrote the check, and the amount of the check.

IMPORTANT ENDORSEMENT STANDARDS FOR PERSONAL AND BUSINESS ACCOUNTS
Your compliance with the Bank's endorsement standards is necessary to help assure that the checks you deposit will be cleared on a timely basis.

You assume all responsibility and liability for any loss that we may suffer as a result of (i) your endorsement being placed on the back of the check in a place or manner which obscures other endorsements which then causes a delay in the forward processing and/or return processing of the check, or (ii) issuance of a check on your Account in such a manner that information, marks, or bands on the back of the check obscure endorsements. You must place an endorsement on the back of a check only in the area within 1.5 inches from the "trailing edge" of the check. The trailing edge of the check is the left side of the check looking at it from the front. The remaining area of the check cannot contain any pre-printed, stamped or handwritten client information. We retain the right to refuse to accept a check for deposit when the back of the check is unreasonably obscured.

ELECTRONIC FUNDS TRANSFER SERVICES
We provide a variety of electronic funds transfer (EFT) deposit account services. These include all transfers resulting from debit cards, ATM Cards, electronic payments, credits and transfers, telephone transfers and on-line banking transactions. In conjunction with the use of these EFT services, we may issue to you an access device, which may be a card, code or other means of accessing your Account to initiate EFTs.

For Personal Accounts, EFT deposit account services exclude wire transfer and other same day settlement funds transfer services and all other transactions which are not covered by Federal Reserve Regulation E. These will be governed by a separate agreement.

For Business Accounts, wire transfer and all other funds transfer or other treasury services not identified in this section will be governed by a separate agreement.

Business Days–Everyday is a business day, except Saturdays, Sundays, and State and Federal holidays.

Types of EFT Services
A. Access Cards If you select a debit card or specialty debit card at the time of account opening, you may use this debit card to access your new checking account. When you open your new checking account at the branch, if you do not select a Personal Identification Number (PIN) for your new debit card, a randomly selected four-digit PIN will be sent to you. Activating your new debit card is not a condition of maintaining your checking account. When you activate your new debit card, any temporary ATM Card that may have been issued to you at the branch will be deactivated. Not applicable for Chase Premier Platinum Checking℠ and High School Checking.

By using your ATM Card or debit card (the "Card"), you agree that:

1. Your Card remains our property and will be surrendered immediately to us upon request.
2. We may cancel your Card at any time without notice.
3. You shall abide by our rules and regulations relating to the use of your Card.
4. You shall notify us promptly by telephone or in writing of the loss of your Card.
5. You shall not reveal your Card or access code associated with your Card (personal identification number or "PIN") to any person not authorized by you to use your Card and to not write your PIN number on your Card or on any item kept with your Card.
6. For merchant purchases, we have the right to place a temporary hold on your Account, which may affect available balances for purposes of authorizing other transactions or honoring other items posting to your Account, in an amount equal to the authorization amount received through the payment authorization system. Occasionally, merchants do not provide sufficient information with the transaction to allow us to match the final amount to the authorized amount. In these cases the temporary hold will remain on your Account for three business days. If the underlying transaction posts after a temporary hold drops off, we will still have the right to post the transaction against your Account.
7. We have the right to refuse a transaction on your Account when your Card has been reported lost or stolen or when we reasonably believe there is unusual activity on your Account.
8. If you use your Card to access an Account that is no longer available to complete a transaction, we may, at our sole discretion, charge or credit the transaction to another Account.
9. If you use your Card to access an Account that would exceed the daily authorization limit attached to your Card, we may, at our sole discretion, authorize the transaction.
10. The exchange rate applied by Visa® or MasterCard® to Card transactions that occurred initially in a different currency will be (i) a rate selected by Visa or MasterCard from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa or MasterCard itself receives, or (ii) the government-mandated rate in effect for the applicable central processing date. The rate in effect on the applicable processing date may differ from the rate on the date you used your Card. For purchases, ATM and non-ATM cash transactions, we will add three percent to the amount provided to us by Visa and MasterCard.
11. Gambling and Illegal Activities: You will not use your account to conduct transactions relating to unlawful internet gambling or any other illegal activity. Because we are required to prevent transactions involving unlawful internet gambling, we may refuse any gambling transaction that is not conducted in person, whether that gambling is lawful or not. We may also refuse any transaction that we reasonably believe may involve illegal activity.

Uses of Your Card

(1) You can use your Card (except for deposit only Business ATM Cards) to perform the following services at:

a. Chase-branded ATMs to:

- Withdraw cash from your designated checking and savings accounts.
- Transfer funds between your designated checking and savings accounts.
- Find out your designated checking and savings account balances.
- Make deposits to your designated checking and savings accounts.
- Make payments to qualifying Chase Credit Card, auto, home, business and personal loan products.
- Obtain a statement at participating ATMs where available.

b. Non-Chase ATMs to:

- Use your Card at participating networks. Use of your Card may vary depending on the location and type of ATM you are using and the EFT network through which the transaction is being performed. A specific ATM or EFT network may not perform or permit all the above transactions. Transactions at non-Chase ATMs may be subject to a surcharge assessed by the terminal owner. In addition, a specific ATM or EFT network may not provide you with access to all of your Accounts based on the policies of the ATM-owning institution. Withdrawals from ATMs outside the United States generally do not allow savings or money market access. If you have questions regarding whether a certain ATM or EFT network will process a transaction, call or write us.

(2) Business ATM Card (deposit only): You may use your Business ATM Card (deposit only) to make deposits to your designated checking and savings accounts at full service Chase branded ATMs.

(3) In addition to the services listed above, you may use your Card:

- At any financial institution that honors your Card to obtain non-ATM cash, which may not exceed your daily authorization limit and will be charged to your primary checking account. Transactions exceeding this limit may require the financial institution to phone the Bank for approval.
- To purchase goods and services from merchants who accept your Card as a means of payment. Purchases may not exceed your daily authorization limit and are charged against your primary checking account. If you have arranged with your merchant to pay for your purchases via periodic payments, this is an agreement between you and the merchant and you agree that you must notify the merchant if your account number or expiration date has been changed or your Account has been closed.
- If you request emergency services, you agree to the release of personal data to Visa U.S.A. Inc., MasterCard and its member financial institution and/or their respective contractors for the purposes of providing the emergency services.
- If you provide authorization to a merchant to bill charges on a recurring basis to your Card, and if a replacement Card has been issued to you, you must provide that merchant with your new card number and/or expiration date in order to bill the recurring charges to your Card. We will make an effort to make available to the merchant through Visa/MasterCard your account number, and/or expiration date in order to permit the merchant to continue to bill the recurring charges to your Card until you notify the merchant and us that you have withdrawn your authorization.

(4) Point-of-Sale Terminal Transactions: You may use your Card (except for the Business ATM Card (deposit only)) to access your primary checking account to:

- Purchase goods and services from merchants and ATMs who have agreed to accept your Card as a means of payment.
- Withdraw cash in conjunction with a purchase of goods or services if permitted by the merchant.
- Perform balance inquiries on your primary checking account if permitted by the merchant.

Limitations on Transfers, Amounts, and Frequency of Transactions:

(1) You may make only 6 preauthorized withdrawals (including, but not limited to, withdrawals made by ACH, telephone, Internet or wire) from your regular savings account or 6 preauthorized withdrawals (no more than 3 of which may be by check or similar order payable to a third party) from your money market deposit savings account monthly for purposes of making a payment to a third party. We are not considered a third party for purposes of this limitation where the transfers are for purposes of re-paying loans and associated expenses.

(2) You may make cash withdrawals, not to exceed your daily authorization limit, at any ATMs described above.

(3) You may make Point-of-Sale transactions in amounts not to exceed your daily authorization limit.

(4) If your Account is not in an active status, purchases made with your Card and ATM transactions will be suspended.

(5) A Privileges Debit Card or Business Associate Debit Card may be issued at your request to allow authorized non-signers to access your designated checking or savings accounts. The maximum daily dollar limit for ATM cash withdrawals and Point-of-Sale transactions will be selected by you at the time you request the card. For Privileges Debit Cards, these dollar limits will be monthly instead of daily.

Your Right to Receive Documentation or Notice of Transactions:

You will receive a receipt or have the option to receive a receipt at our ATMs and the other ATMs that accept your Card each time you make a transaction. The receipt will indicate the location of the ATM (by code in some cases), the transaction date and type, the amount, and the last four digits of your Card account number.

You will receive an account statement each month for your accounts that are accessible by electronic funds transfers if such transfers occur during the month, but at least quarterly if no such transfers occur.

If you have arranged to have direct deposits made to your account at least once every 60 days from the same person, company or governmental agency, you can call us to find out whether or not the deposit has been made. When calling us, please provide us with your account number and the amount and date of the last deposit.

B. Payments, Credits and Transfers. We are able to electronically transfer funds between your Accounts, or from your Account to other parties and to receive funds electronically from other parties for deposit to your Account. We may do this by "ACH" (as a member of a local or national Automated Clearing House Association) and other EFT networks. You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.

C. Online Bill Payment and Transfer Services. You may use the Internet to electronically direct us to make payments from your checking account to third parties ("payees") whom you have selected in advance to receive payment by means of the online bill payment service. You must have a checking account with us to use this service. If you have multiple accounts with us, you may also direct us to make transfers between your accounts by means of the online transfer service. To gain access to these online services, go to our websites and enroll with your eligible Bank accounts. Additional disclosures and specific terms and conditions for using the online services will be provided when you enroll.

D. Telephone Banking. You may use our automated customer service system or speak directly to a Telephone Banker to request us to make periodic transfers from your Account to another checking or savings account held by us. You may also make periodic transfers from your Account to pay certain loans, lines of credit, or credit cards you have with us or with our affiliates. To use the automated system you must have a checking, savings, money market, CD, loan account or a Debit Card and a valid password or PIN. Business account holders may also use a valid TIN. You agree not to reveal your account number, Debit Card number, password, PIN or TIN to any person not authorized by you to use the automated system. To use the service, enter your account number or Debit Card number and password, PIN or TIN as directed. Then follow the options.

E. Overdraft Protection Transfers. To obtain Overdraft Protection you must have a checking account with us. You must also have a savings account, qualifying credit card, or qualifying home equity, Prestige or business line of credit ("Funding Account"). We are able to transfer funds from a Funding Account to your checking account to help prevent overdrafts from occurring.

F. Text Message Transfers. If we send you a text message with a transfer option, including an Account balance alert, you may respond to request a transfer between eligible accounts. To use the service, follow the transfer options shown via the text message from us. Not all accounts are eligible for transfer via text message request. We must receive a text message transfer before 11 p.m. Eastern time on a business day for the transfer to be effective the same day. Otherwise, the transfer will be effective the next business day.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS

For Personal Accounts Only:

Telephone or write us at the telephone number or address that was provided to you in your account opening documentation and is set forth on your monthly statement if you think your statement or receipt is wrong, or if you need more information about a transaction listed on the statement or receipt. We must hear from you NO LATER than 60 days after we sent you the FIRST statement on which the problem or error appeared. In your communication to us, be prepared to provide us with the following information:

1. Your name and account number.
2. A description of the error or the transfer you are unsure about, why you believe it is an error or why you need more information.
3. The dollar amount of the suspected error.

If you initially provide this information to us via the telephone, we may require that you send your complaint or question in writing within 10 business days.

We will advise you of the results of our investigation within 10 business days (or 20 business days if your Account was opened less than 30 days prior to the date of the suspected error) after we hear from you and, if we have made an error, we will correct it promptly. If it takes us longer than 10 business days (or 20 business days if your Account was opened less than 30 days prior to the date of the suspected error) to research your complaint or problem, we must provisionally recredit your Account within such time for the amount you think is in error so that you will have the use of the money during the time it takes us to conclude our investigation. If we ask you to put your question or complaint in writing, and do not receive it within 10 business days, we may not recredit your Account.

If the transaction complained of involves an Account which is subject to margin requirements or is otherwise covered by Regulation T of the Federal Reserve Board, we will not provisionally recredit the Account involved.

At the conclusion of our investigation, we will inform you of our results within three (3) business days. If we determine that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. In all cases, our investigation will be completed within 45 days (or 90 days if your Account was opened less than 30 days prior to the date of the suspected error or occurred at a point-of-sale location or outside the United States).

THE BANK'S LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS

If we do not complete a transaction from your account on time or in a correct amount, according to our Agreement with you, we will be liable for your losses or damages.

However, there are some exceptions. For instance, we will not be liable if:

1. Through no fault of ours, you do not have enough available funds in your account to make the transaction.
2. The ATM where you are making the transfer does not have enough cash.
3. The ATM was not working properly and you knew about the breakdown when you started the transaction.
4. Circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken.
5. In the case of preauthorized credits, the data from the third party is not received, is incomplete or erroneous, or if the recipient is deceased.
6. Your Account is not in an active status.

The list of examples set out above is meant to illustrate circumstances under which we would not be liable for failing to complete a transaction and is not intended to list all of the circumstances.

STOP PAYMENT FOR PREAUTHORIZED TRANSFERS

If you have arranged, in advance, to make regular periodic payments out of your Account, you can stop any of those payments by following these procedures:

1. Call or write your J.P. Morgan team at the telephone number or address on your monthly statement in time for us to receive your request three or more business days before the payment is scheduled to be made. (Note: By using your personal computer to cancel the transaction, you may stop a bill payment that is "Pending" at any time prior to four business days before the Payment Due Date. To stop bill payments that are "In Process" please call your J.P. Morgan team. See your Online Bill Payment Agreement for information concerning "Pending" and "In Process" transactions.)
2. If you call, we may require you to put your request in writing so that it reaches us within 14 days after your call.
3. You may be charged the current stop payment fee for each stop payment order you give us.

If these regular payments vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

We may disclose information to third parties about your account or the transfers you made:

1. As necessary to complete transactions.
2. In connection with the investigation of any claim you initiate.
3. To comply with government agency or court orders.
4. In accordance with your written permission.
5. As otherwise permitted by the terms of the Bank's Privacy Policy.

Our Privacy Policy is also available on JPMorganOnline.com.

NOTICE OF YOUR RIGHTS AND LIABILITIES:

For Personal Accounts Only:

Tell us AT ONCE if you believe your Card, PIN or code has been lost or stolen. Telephoning us is the best and fastest way of keeping your possible losses to a minimum.

If you tell us within two business days, you can lose no more than $50.00 if someone used your Card, PIN or code without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your Card, PIN or code and we can prove we could have stopped the unauthorized transactions if you had told us, you could lose as much as $500.00.

If your statement shows electronic funds transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may be liable for transactions posting after the 60 days if we can prove that we could have prevented the transactions if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, let us know. We will extend the time periods.

For Business Accounts Only:

A. You agree to assist us in the investigation and prosecution of claims for unauthorized transactions by completing the appropriate statements and reports reasonably requested by us.
B. You agree to notify us promptly in writing of any user of a Card who is no longer employed by you or authorized to conduct business on your behalf.
C. You agree that by allowing anyone to use your Card, you will be responsible for all authorized and unauthorized transactions made through the use of your Card.
D. Liability for unauthorized transactions, including electronic funds transfers, shall be governed by the "Deposit Account Agreement."

Special Provisions for Card Transactions (zero liability protection):

If in the event your Card or Card number is lost, stolen, or used without authorization, you are not liable for any unauthorized transactions including transactions made at merchants, over the telephone, at ATMs, or online when you notify the Bank promptly.

However, these special provisions do not apply and are not covered by our zero liability policy (in which case the Bank may impose greater liability on the cardholder) when they include transactions where you were grossly negligent or fraudulent in the handling of the account or Card, where you have given someone else your Card, Card number or PIN, or where you delay in reporting unauthorized transactions for more than sixty days.

IMPORTANT INFORMATION ABOUT ATM SAFETY AND SAFEGUARDING YOUR ACCOUNT INFORMATION

- **Play it safe at ATMs** – Overall, use common sense and be aware of your surroundings before, during and after you use an ATM. Here are some additional tips:
  - Choose an ATM that is well-lit.
  - If an ATM looks unusual or altered, don't use it. If you suspect the ATM isn't working properly, cancel the transaction and find another machine.
  - At a walk-up ATM, minimize transaction time by having your card ready to use. At a drive-up ATM, keep your car engine running and lock your doors. If there is an entry door, close it completely upon entering and exiting an ATM facility.

- Stand between the ATM and anyone waiting to use the machine so others can't see your PIN or the transaction amount.
- As soon as your transaction is complete, remember to remove your card from the ATM, and then put away your money, receipt and card.
- Contact the police or a security officer if you see any suspicious activity at the ATM. If you think you're being followed from an ATM, go to a busy area and immediately contact police.

- **Keep your debit or ATM card PIN confidential –** Never give your PIN to anyone, don't write it anywhere and avoid carrying it with you. In addition, to keep your card information safe:
  - Change your PIN from time to time and choose a PIN that others can't easily figure out. For example, don't use your birthday or telephone number.
  - To change your PIN (or if you forget your PIN), visit any branch.
  - A JPMorgan Chase employee will never ask you for your PIN or the numbers from the back of your card.

- **Protect your card as you would a credit card or cash.**

- **Report a lost or stolen card immediately –** The sooner you report a problem, the sooner we can take precautions to ensure your card isn't misused.

The activity within Chase facilities in New York and New Jersey is recorded by surveillance cameras.

Complaints concerning security in Chase ATM facilities should be directed to the JPMorgan Chase Security Department at 800-900-0001 or, in New York, to the New York State Banking Department at 888-697-2861, or, in New York City, to the NYC Department of Consumer Affairs at 212-487-4444 or, in New Jersey, to the New Jersey Department of Banking at 609-292-7272.

Alerts and J.P. Morgan Mobile℠ Services
If you receive or otherwise use the Alerts service or J.P. Morgan Mobile service, you agree to the following terms. If you are enrolled in J.P. Morgan Online℠, the terms of the Online Service Agreement control the terms of these services instead.

- You will provide a valid telephone number, e-mail address or other delivery location for these services so we can send you certain information about your account.
- We may send Alerts or J.P. Morgan Mobile messages through your communication service provider, who will act as your agent and deliver them to you. Messages may be delayed or affected by your communication service provider(s) or others.
- We will not charge a fee for the Alerts or J.P. Morgan Mobile text services, but you are responsible for any and all charges, including, but not limited to, fees associated with text messaging imposed by your communication service provider. **Standard messaging charges apply. Such charges include those from your communication service provider.** Message frequency depends on user preferences. **To cancel the J.P. Morgan Mobile text messaging services, send STOP to 576746 at any time.** For help or information on the J.P. Morgan Mobile text messaging services, send HELP to 576746. For additional assistance with these services, contact customer service at 1-866-265-1727.
- Alerts and J.P. Morgan Mobile are provided for your convenience and do not replace your monthly account statement(s), which are the official records of your accounts.
- You understand we may not encrypt information when it is sent to you through these services. This information may include personal or confidential information about you, such as account activity or the status of your account, and for phone Alerts, may be delivered to voicemail or answering machines if someone doesn't answer the number you provide.

You understand we are not liable for losses or damages from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, the Alerts or the account information sent thru J.P. Morgan Mobile. The J.P. Morgan Mobile text messaging service may only be activated by customers with eligible accounts. While you have to have an eligible account to use the J.P. Morgan Mobile text messaging service, once you activate the service, if you have other types of accounts with us, you may have access to those other accounts as well.

You agree to indemnify us for all claims, losses, liability, costs and expenses (including reasonable attorneys' fees) that arise if you provide an incorrect telephone number, e-mail address or other delivery location or if you violate applicable federal, state or local laws, regulations or ordinances. You understand this section will survive even if this Agreement is terminated.

Overdraft Protection Services
You must separately sign up for Overdraft Protection, including Cash Sweep Services as it does not automatically apply to new accounts.

1. **Definitions:** As used in this Overdraft Protection Services section, the following terms shall have the following meanings: "You" or "your" means the person(s) or entity who has requested Overdraft Protection or Business Overdraft Protection ("Request"). "Overdraft Protection" means the automated funds transfer service established pursuant to the Request and this section. "Funding Account" means the account from which Overdraft Protection transfers are made. "Checking Account(s)" means one or more personal checking accounts for which Overdraft Protection is requested or one or more Business checking accounts for which Business Overdraft Protection is requested, as designated on the Request for Overdraft Protection. For Cash Sweep Services, "Checking Account Minimum Balance" means the balance that will trigger the transfer from the Funding Account. "Target Balance" is the balance that will be maintained in the checking account after the transfer from the funding account.

2. **Overdraft Protection and Cash Sweep Service Request:** The Request must specify the Checking Account(s) and a single Funding Account.
   - **Overdraft Protections Service Request:** For personal accounts, the Funding Account may be a personal savings account at the Bank ("Savings Account"), a qualifying credit card account at Chase Bank USA, N.A. ("Credit Card Account"), a Home Equity Line of Credit at the Bank ("Line of Credit Account"), or a Prestige Line of Credit at the Bank ("Line of Credit Account"). For business accounts, the Funding Account may be a Business savings account at the Bank ("Savings Account"), a credit card at Chase Bank USA, N.A. ("Credit Card") or a Business Line of Credit at the Bank ("Line of Credit Account") or Business Overdraft Line of Credit at the Bank ("Overdraft Line of Credit Account"). Overdraft Protection will become effective after the Bank has received your Request and had a reasonable time to act upon it.
   - **Cash Sweep Service Request:** The Request must specify the Checking Account and the Funding Account. For personal accounts, the Funding Account must be a personal savings account at the Bank. For business accounts, the Funding Account must be a business savings account at the Bank. The Cash Sweep will be effective after the Bank has received your Request and had a reasonable time to act upon it.

3. **Activation:**
   - **Overdraft Protection Services:** Whenever checks or other customer initiated transactions are drawn on a Checking Account which, if paid, would cause the Checking Account to become overdrawn, such event will constitute a transfer request and we will initiate a transfer ("Transfer") from the Funding Account to the Checking Account in multiples of $50.00 (which includes the Transfer Fee) sufficient to pay those checks or other customer initiated transactions drawn on the Checking Account. If the Funding Account is a Credit Card Account, Transfers will be charged to the Credit Card Account under the terms disclosed in your credit card Cardmember Agreement for personal or your Business Credit Card Cardmember Agreement for business customers. If the Funding Account is a Line of Credit Account or Overdraft Line of Credit Account, Transfers will be charged to the Line of Credit Account or Overdraft Line of Credit Account, under the terms disclosed in your Home Equity or Prestige agreement, or Business Line of Credit or Business Overdraft Line of Credit loan documents. Transfers will appear on the periodic statements for the applicable Checking Account and the Funding Account. We have no obligation to inform the checking account owner if the status of the Funding Account or actions of the Funding Account owner results in the Overdraft Protection being unavailable.
   - **Cash Sweep Services:** Whenever the Checking Account is below the established minimum balance, such event will constitute a transfer under this Agreement and J.P. Morgan will initiate a transfer (Sweep) from the Funding Account sufficient to increase the Checking Account balance to the prescribed Target Balance. We have no obligation to inform the checking account owner if the status of the Funding Account or actions of the Account owner results in the Cash Sweep Service being unavailable.

4. **Maximum Overdraft Protection or Cash Sweep Transfer Amount:**
   - **Overdraft Protection Services:** The amount of a Transfer will not exceed the amount available in the Funding Account. (The Funding Account is savings account, credit card account, or other line of credit account linked to your checking account for Overdraft Protection.) If the amount available is insufficient to pay all checks and other customer initiated transactions, plus the Transfer Fee, in multiples of $50.00, then we will initiate a Transfer in the amount necessary to pay one or more transactions, plus the Transfer Fee. If the amount available is sufficient to pay one or more transactions, but not the Transfer Fee, we will initiate a Transfer in the amount necessary to pay the transaction or transactions only. We will, however, charge the Transfer Fee against the account, causing the account to be overdrawn. Any checks or other customer initiated transactions that are not paid by the Transfer will either be paid or returned, and Insufficient Funds Fees or Returned Item Fees charged, in the same way as if you did not have Overdraft Protection.
   - **Cash Sweep Services:** The maximum amount of the Cash Sweep Transfer will be the available balance in the Funding Account. If the amount of the Transfer calculated in the Activation paragraph above exceeds the Maximum Cash Sweep Transfer, then notwithstanding the provisions of the Activation paragraph, the transfer will be the total available balance in the Funding Account.

5. **Fees For Overdraft Protection Services Only:** For each day on which a Transfer occurs, an Overdraft Protection Transfer fee will be charged to each Checking Account that receives a Transfer.

6. **Limits On Savings Account Transfers:** If the Funding Account is a Savings Account, Transfers from the Savings Account are considered "preauthorized transfers." The number of such Transfers that may be made during each month or each statement cycle is limited in accordance with federal regulations and our Account Agreement for deposit accounts. See the Withdrawal Procedures and Limitations section for more detail.

7. **Termination of Overdraft Protection Or Cash Sweep Service By The Bank:** We may terminate Overdraft Protection or Cash Sweep Service for a Checking Account at any time upon sending written notice to the last address for the Checking Account shown on our records. If the Funding Account is closed or blocked for usage, Overdraft Protection or Cash Sweep Service will not be available. If a Checking Account is closed or blocked for usage, Overdraft Protection or Cash Sweep Service for that Checking Account will not be available.

8. **Termination of Card Privileges For Overdraft Protection Only:** We may terminate or block the use of a Card with access to a Checking Account when, at our discretion, we reasonably believe that there is unusual Overdraft Protection activity for that Checking Account.

9. **Termination of Overdraft Protection Or Cash Sweep Service By Customers:** The owner of a Checking Account or a Funding Account may cancel Overdraft Protection or Cash Sweep Service for that Checking Account by requesting the cancellation in person at a branch or by delivering to us written notice of cancellation. Any cancellation under this paragraph nine will be effective after we have received notice of such cancellation and had a reasonable time to act upon it.

10. **Transfer Requests For Multiple Checking Accounts For Overdraft Protection Only:** If transfer requests occur with respect to more than one of the Checking Account(s) on the same day, we shall have sole discretion in determining the order in which such transfer requests are processed.

11. **General Provisions:** This agreement is binding on the owner of the Checking Account and the Funding Account.

APPENDIX: ASSET ACCOUNT AND DEPOSIT ACCOUNT – FUNDS AVAILABILITY POLICY STATEMENT

General Policy: Wire transfers, electronic direct deposits, and cash deposits made with a banker or at an ATM that does not require a deposit envelope will be available on the day we receive your deposit. Except as described later in this policy, when you make other deposits, the funds are available on the first business day after the day we receive your deposit. Available funds may be withdrawn in cash or used to pay checks and other items.

When Your Deposit Is Received: If you make a deposit on a business day before our cutoff times at a Chase branch or ATM, we will consider that day to be the day of your deposit. However, if you make a deposit after the cutoff time, or on a day that is not a business day, we will consider the deposit to have been made on the next business day.

- For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays.
- Cutoff times for branch deposits vary by location. For most branches, the cutoff time will be the end of the business day. If it is different, the branch will post signs indicating the earlier cutoff time. The cutoff time will be no earlier than 2 p.m. local time.

  For example: You make your deposit on Friday at 5:45 p.m. and the cutoff time for that branch is 5:00 p.m. We consider the deposit to be received on the next business day, which is Monday. But if Monday is a holiday, we consider the deposit to be received on Tuesday.
- For deposits at ATMs, the cutoff time is generally 11 p.m. Eastern time. For ATMs with an earlier cutoff, the ATM screen will notify you of the cutoff time.
- Deposits placed in a night depository are considered received when we remove them from the night depository. We will remove deposits not later than the next business day.
- Branches in some locations may be closed on business days in observance of a state holiday or because of an emergency, and deposits made when those branches are closed (either at a night depository or at an ATM that requires an envelope for deposits) will be considered received on the next business day when the branch is open.
- All deposits made by mail and addressed to Chase without using a specific branch name and street address will be considered received by the Chase-By-Mail facility in Louisville, Kentucky as of the date such deposit is received by this facility.

Longer Delays May Apply: In some cases, we may not make all of the funds that you deposited by check available by the first business day after the day of your deposit. Funds may not be available until the second business day after the day of your deposit. However, at least the first $200 of these deposits will be available on the first business day after the day of your deposit.

If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to our employee, or if we decide to take this action after you complete your deposit, we will mail you the notice by the day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

Funds you deposited by check may be delayed for longer than two business days under the following circumstances:

- We believe a check you deposited will not be paid;
- You deposited checks totaling more than $5,000 in any one day;
- You re-deposited a check that has been returned unpaid;
- You have overdrawn your account repeatedly in the last six months; or
- There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

Special Rules for New Accounts: If you are a new account customer, the following special rules may apply during the first 30 days your account is open:

- Funds from deposits of the first $5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over $5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than U.S. Treasury checks) is not made in person to one of our employees, the first $5,000 will not be available until the second business day after the day of your deposit; and
- Funds from all other check deposits will be available no later than the fifteenth business day after the day of your deposit.

Holds on Other Funds: If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your Account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

APPENDIX: OTHER BANKING SERVICES RELATING TO ACCOUNTS

A. FUNDS/WIRE TRANSFERS

1. Definitions

A "funds transfer" means a series of transactions, beginning when an originator issues a payment order for the purpose of paying the beneficiary of such order (the "beneficiary"), but does not include payments made by check or credit card, a debit transfer made through the Automated Clearing House System ("ACH") or transfers governed by the federal Electronic Fund Transfer Act. The term "payment order" means an instruction to a receiving bank transmitted orally, electronically, or in writing to pay a fixed or determinable amount to a beneficiary.

2. Payment Orders

You may issue payment orders orally, electronically or in writing, as arranged, against your Accounts, subject to our acceptance. We will receive and process payment orders only on our Business Days, and within our established cutoff hours. We may debit any of your Accounts for the amount of each payment order we accept and all associated fees. No restrictions upon our acceptance of payment orders or upon the Accounts which we may debit shall be binding unless agreed to by us in writing. Unless otherwise agreed, communications requesting cancellation or amendment of payment orders must be received no later than 5:00 p.m. Eastern time on the Business Day preceding the day we are to execute my payment order.

Notwithstanding any instructions by you to the contrary, we reserve the right to utilize any funds transfer system and any intermediary bank we choose in the execution of any payment order we accept and may otherwise use any means of executing the payment order which we deem reasonable under the circumstances.

3. Security Procedure

All payment orders, and communications requesting cancellation or amendment of payment orders, issued in your name are subject to verification by us pursuant to a mutually agreed upon security procedure. Unless otherwise agreed, we may furnish confidential security procedure material to any person authorized on your Account or to any other person we reasonably believe to be authorized to receive such information. You must safeguard any such security procedure materials and make them available only to persons who are authorized to give instructions using such procedures.

Unless we and you have agreed in writing to an alternate security procedure, the authenticity of oral or written (including writings transmitted by facsimile) wire transfer payment orders may, at our discretion, be verified by telephonic call-back confirmation with an individual purporting to be a person reflected on our records as having authority to initiate wire transfers. You agree that this security procedure is a commercially reasonable security procedure for those wire transfer payment orders.

4. Foreign Currency Transfers

If you issue, and we accept, a payment order for payment outside the U.S. in a currency other than the U.S. dollar, we shall debit your Account for the U.S. dollar equivalent of the amount of the foreign currency transferred at our then prevailing rate of exchange or as otherwise agreed. In processing your funds transfers, other banks may deduct their fees from the payment orders issued to them. If the beneficiary's bank is instructed to pay in a currency other than its local currency, payment may be made by the beneficiary's bank at its rate of exchange on the date of its payment. In connection with each funds transfer, you shall be responsible for complying with all local currency restrictions and any other local law governing the transaction.

5. Identification Numbers

In accepting a payment order issued in your name, we may rely upon the identifying number (such as a Fedwire routing number or account number) of the beneficiary, the beneficiary's bank or any intermediary bank and use only such numbers in executing the order. Also, the beneficiary's bank in the payment order may make payment on the basis of the identifying number even though it identifies a person different from the named beneficiary. Accordingly, you shall be responsible for the consequences of any inconsistency between the name and identifying number, as instructed, of any party in a payment order.

6. Funds Transfer Notices

In any funds transfer where you are the recipient or beneficiary of the transfer, we shall not be obligated to notify you of any such payment to your Account, other than to record such payment in your next regular statement of account. In the event that we send you an additional notice of the receipt of such a funds transfer for your account, you may not withdraw such funds until we have received payment from the sender of such transfer.

7. Other Procedures

We may from time to time provide you with operational procedures or instructions regarding our funds transfer service.

8. Limitations on Liability

Our liability for payment orders that are not authorized and not effective as your order or that are not enforceable against you shall be limited to a refund of the amount paid pursuant to such payment order, and if applicable law requires, interest on the refundable amount. Under no circumstances will we or any Morgan Affiliate be liable for any indirect, incidental, special or consequential damages, regardless of the form of action and even if we or such Morgan Affiliate has been advised of the possibility of such damages, nor shall we or any Morgan Affiliate be liable for any attorneys' fees you incur.

B. RECEIPT OF AUTOMATED CLEARING HOUSE ENTRIES

All Automated Clearing House ("ACH") credits and debits received for your account will be received by us subject to the rules of the National Automated Clearing House Association and any other applicable ACH rules. You agree to be bound by the ACH rules. Any credit given by us to you for an ACH credit shall be provisional until we receive final payment. If we do not get paid, we may revoke the provisional credit and charge the amount to your Account or obtain a refund from you, in which case the originator of the credit entry shall not be deemed to have paid you the amount of such entry. Unless we otherwise agree in writing, we shall not notify you of our receipt of ACH transactions other than as recorded in your next regular Account statement.

Direct Deposit
You may designate us as the bank to receive deposits made directly by any payor to any of your Accounts. These direct deposits may include, for example, your salary, Social Security benefits, and pension or annuity payments.

If we receive a demand for reimbursement from any payor claiming that you were not entitled to certain payment(s), we are authorized to charge your Accounts for the amount of the claim. Any action by us for reimbursement from you may also be made against your estate, heirs and legal representatives, who shall be liable for any claims made against and/or expenses incurred by us. We may terminate any direct deposit service at any time without notice and/or make this service subject to other conditions, at our discretion.

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Dear Ms. Moran:

Attached are the documents which require the signatures of Messrs. Tescher & Spallina and the completion of the highlighted information. Could you please also provide copies of photo i.d.'s for both Mr. Tescher and Mr. Spallina and an original death certificate for Mr. Bernstein. We will need these documents not only for this account, but also for the trust accounts we will be establishing.

Of course, please call if you have any questions. Once completed, you can email the documents to me at patricia.x.gibbons@jpmorgan.com in order to expedite the process. I will however, need the original documents sent to my attention at JPMorgan Chase Bank, NA, 205 Royal Palm Way, Palm Beach, FL 33480.

Thank you for your assistance.

Regards,
Patti Gibbons
Account Opening Specialist

Patti Gibbons | Account Opening Specialist | Private Wealth Management | **J.P. Morgan** |205 Royal Palm Way, Palm Beach, FL 33480 | T: 561-838-4607 | F: 561-833-5683 | patricia.x.gibbons@jpmorgan.com
To ensure a prompt response, please direct your reply to our team at account_opening_palm_beach@jpmchase.com

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J.P. Morgan Account Trust/Estate Account Application

J.P.Morgan

A. Account Information

Title of Account: ESTATE OF SIMON L. BERNSTEIN, DONALD R. TESCHER AND ROBERT L. SPALLINA , CO-PERSONAL REPS

☐ Trust ☒ Estate ☐ Endowment ☐ Foundation ☐ ERISA Plan ☐ Other Charitable Trust ☐ Other _____

Tax ID #: *(Only required if you are not executing Certification of Trust)* ☐☐-☐☐☐☐☐☐☐

I have applied to open the following accounts (check all that apply):

☒ Checking Account ☐ Money Market Deposit Account/Savings ☐ Business Checking with Interest Account
☐ Investment Management/Third Party Manager/J.P. Morgan Advisory Program (discretionary)
☐ Asset/Brokerage ☐ Asset/Brokerage with Private Asset Management Account (*if applicable*)
☐ Asset/Custody ☐ Asset/Custody with Private Asset Management Account (*if applicable*)

I hereby apply for a Line of Credit linked to my Asset Account ☐ Yes* (U-1 form will be required) ☐ No
**Please be advised that if you have another account with the same feature, this is not applicable.*

Automatic Sweep (Applicable only to Asset or Asset with Brokerage Accounts):
As further described in the Asset Account Agreement, uninvested cash balances and new cash deposits will be transferred automatically to: ☐ Deposit Sweep OR
☐ JPMorgan Tax Free Money Market Sweep Fund

Account Tax Cost Methodology: ☒ High Cost ☐ Long Term High Cost ☐ FIFO ☐ Low Cost

The following asset types should utilize the Average Cost accounting option:

☐ Regulated Investment Company (RIC) Only ☐ Dividend Reinvestment Plan (DRP) Only ☐ Both RIC and DRP ☒ None

Each account I open, and each subaccount opened under such account from time to time, are subject to the security interest provisions in the Agreement (as defined below in "D. Agreement") and are pledged as Collateral for all my Obligations.

B. Grantor & Trustee/Executor Information

Grantor of Trust SIMON L. BERNSTEIN

SSN #: 3 7 1 - 3 2 - 5 2 1 1

Grantor of Trust _____

SSN #: ☐☐☐-☐☐-☐☐☐☐

Trustee/Executor Name DONALD R. TESCHER Relationship CO-PERSONAL REPRESENTATIVE

Date of Birth: 0 9 - 2 6 - 1 9 4 4 (m m d d y y y y)

SSN #: 2 6 1 - 6 4 - 1 8 7 9

Home Phone _____ Mobile Phone 561 901 7972 Business Phone 561-997-7008

E-mail Address dtescher@tescherspallina.com

Legal Address 4855 TECHNOLOGY WAY, STE 720 City BOCA RATON State FL Zip 33431 Country UNITED STATES

Mailing Address same as Legal Address? ☒ Yes ☐ No

Mailing Address _____ City _____ State _____ Zip _____ Country _____

Name of Firm Tescher & Spallina P.A. Type of Business Attorney Occupation/Position Attorney

If information is required and no Trustee is available, the following may be considered an alternative contact *(not considered an Authorized Person):*

Name and Role _____ Phone _____
(e.g., Trustee's Attorney, etc.)

C. Current Beneficiary Information

Name and address _____ Relationship _____

Name and address _____ Relationship _____

D. Agreement

I have read, understand and agree to this application and the General Terms for Accounts and Services and the Account Agreement (in each case, our "Agreement"). The Agreement, with amendments from time to time, generally will apply to any future account, product or service that we agree upon orally, electronically or otherwise, although certain accounts, products or services may require additional documentation. This Agreement (including this application) is a security agreement under Article 9 of the Uniform Commercial Code, as amended from time to time. I have read and consent to the terms of J.P. Morgan's Private Bank and Private Wealth Management Privacy Notice, including the manner in which my information is received and used, and that upon opening an account with J.P. Morgan's Private Bank or Private Wealth Management (together described as the "Private Banking Business" in the Notice) my information will be used by one or more members of the Private Banking Business' family of companies (as listed in the Notice) in order to make available to me the products and services available through the Private Banking Business.

J.P. Morgan Account Trust/Estate Account Application

J.P.Morgan

E. Signature All trustee(s)/executor(s) are required to sign below. **Please note:** any changes not **initialed** by you, or any information that remains missing on these forms will cause a delay in opening your account and may require us to send the application back to you.

If I am the Trustee of my revocable trust and have applied for a Line of Credit, by signing below I apply for the Line of Credit in my individual capacity as well.

Signature (Accountholder)	Date	Print Name and Title
	10/12/12	DONALD R. TESCHER
Signature (Accountholder)	Date	Print Name and Title
	10/12/12	ROBERT L. SPALLINA

J.P. Morgan Additional Trustees Form

J.P.Morgan

Additional Trustees or Executors

Name ROBERT L. SPALLINA ☐ Trustee ☒ Executor/Representative

SSN#: 266-99-7171 Date of Birth: 06-09-1965 (m m d d y y y y)

Legal Address 4855 TECHNOLOGY WAY, STE 720 City BOCA RATON

State FL Zip 33431 Country USA

Mailing Address same as Legal Address? ☒ Yes ☐ No

Mailing Address _____ City _____

State _____ Zip _____ Country _____

Home Phone _____ Mobile Phone _____

E-mail Address rspallina@tescherspallina,com

Name of Employer TESCHER & SPALLINA, P.A. Type of Business ATTORNEY

Occupation/ Position ATTORNEY Business Phone 561-997-7008

Name _____ ☐ Trustee ☐ Executor/Representative

SSN#: ___-___-____ Date of Birth: __-__-____ (m m d d y y y y)

Legal Address _____ City _____

State _____ Zip _____ Country _____

Mailing Address same as Legal Address? ☐ Yes ☐ No

Mailing Address _____ City _____

State _____ Zip _____ Country _____

Home Phone _____ Mobile Phone _____

E-mail Address _____

Name of Employer _____ Type of Business _____

Occupation/ Position _____ Business Phone _____

Name _____ ☐ Trustee ☐ Executor/Representative

SSN#: ___-___-____ Date of Birth: __-__-____ (m m d d y y y y)

Legal Address _____ City _____

State _____ Zip _____ Country _____

Mailing Address same as Legal Address? ☐ Yes ☐ No

Mailing Address _____ City _____

State _____ Zip _____ Country _____

Home Phone _____ Mobile Phone _____

E-mail Address _____

Name of Employer _____ Type of Business _____

Occupation/ Position _____ Business Phone _____

J.P. Morgan Use Only ESTATE OF SIMON L. BERNSTEIN Title 161633 SPN 0583889037 CAS

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
ESTATE OF SIMON L. BERNSTEIN

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☒ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
4855 TECHNOLOGY WAY, STE 710

Requester's name and address (optional)

City, state, and ZIP code
BOCA RATON, FL 33431

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			–			–				

Employer identification number
3	0	–	6	3	2	9	4	4	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶ 10/12/12

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

J.P. Morgan Loan Pre-Authorized Transfer (Auto Debit)

J.P.Morgan

A. Client Information

Name Bernstein Family Investment LLLP

B. Transfer Instructions

J.P. Morgan is hereby authorized and instructed to transfer (please check all that apply):

☒ Regular Payment Only: Date to begin transfer 12/1/12 Date to cancel transfer _____

☐ Other (Fee) $ _____

☐ Additional Principal Amount (VLS Accounts Only) $ _____

Date to begin transfer _____ Date to cancel transfer _____

Account Name BERNSTEIN FAMILY INVESTMENT LLLP Account Number W32635000

Financial Institution JPMorgan ABA Routing Number 021000021

C. Agreement and Signature

It is hereby acknowledged and accepted that such transfer may cause an overdraft of the account which may result in the refusal to honor any item(s) drawn on the account until adequate deposits are made to pay said items(s). Any debit resulting in an overdraft shall be made or not made at the sole discretion of the depository institution on which it is drawn.

The lender must receive this request within five (5) business days of the authorized transfer entry. If you are authorizing a debit entry that falls within five (5) business days of receipt of this request, the automatic payment will begin for the additional payments other than the regularly scheduled payment on the next scheduled debit date. An auto debit request can not be processed if the Loan Account is currently past due.

The authority is to remain in full force and effect until the cancellation date indicated or until you receive written notice from the undersigned to the contrary. This authorization is in addition to any authorization given in any loan documentation and supersedes and replaces any other prior authorization. If the payment request is not honored by the depository institution on which it is drawn, the borrower will be responsible for any late fees, NSF fees, and/or additional interest on the loan/line amount.

The authority shall also terminate when the loan, extension, or renewal thereof, is paid in full. This authorization will automatically expire upon the payment in full of the Loan Account reference above.

⇨ _____ 10/30/12 Robert Spallina

Signature Date Print Name

D. J.P. Morgan Use Only

Please check one of the following options:

☒ All current and future loans under the facility ☐ Only the loans listed below

Loan Facility Number 198486526 Loan Account Number

UCN ☐ ACBS ☐ VLS

JPMorgan Chase Bank, N.A.
Michigan/Florida Markets
P O Box 659754
San Antonio, TX 78265-9754

Primary Account: 000000478015220
For the Period 10/1/13 to 10/31/13

00000469 DPB 021 161 30513 NNNNNNNNNNN T 1 000000000 60 0000
ESTATE OF SIMON L. BERNSTEIN,
DONALD R. TESCHER AND
ROBERT L. SPALLINA, CO-PERSONAL REPS
C/O DONALD R. TESCHER AND
ROBERT L. SPALLINA
4855 TECHNOLOGY WAY STE 720
BOCA RATON FL 33431-3351

J.P. Morgan Team

John C Hawkins	(800) 576-0938
For assistance after business hours, 7 days a week.	(800) 576-6209
Deaf and Hard of Hearing	(800) 242-7383
Online access: **www.jpmorganonline.com**	

JPMorgan Classic Business Checking

Checking Account Summary	Instances	Amount
Beginning Balance		531.59
Ending Balance	0	$531.59

Please note this account had no activity during this statement period. The date of last activity for this account was 08/29/13.

000000478015220
ESTATE OF SIMON L. BERNSTEIN,
DONALD R. TESCHER AND
ROBERT L. SPALLINA, CO-PERSONAL REPS

Primary Account: 000000478015220
For the Period 10/1/13 to 10/31/13

Fees and Charges for Deposit Accounts

Fees

Description	Volume	Allowed	Excess	Unit Price	Fees
000000478015220					
Monthly Service Fee	1.00	0	1	0.00	0.00
Total Fees					**$0.00**

Primary Account: 000000478015220
For the Period 10/1/13 to 10/31/13

Important Information About Your Statement

In Case of Errors or Questions About Your Electronic Funds Transfers

Call or write to the Bank (Consumers should use the phone number and address on front of statement and non-consumers their J.P. Morgan Team contact information.) if you think your statement or receipt is incorrect, or if you need more information about an electronic transaction on a statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will credit your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation.

In Case of Errors or Questions About Non-Electronic Transfers (Checks or Deposits):

Contact the Bank immediately if your statement is incorrect or if you need more information about any non-electronic transactions (checks or deposits) on this statement. If any such error appears, you must notify the bank in writing as soon as possible after the statement was made available to you. For more complete details, see the applicable account agreements and appendices that govern your account.

Deposit products and services are offered by JPMorgan Chase Bank, N.A. Member FDIC

Mutual Funds/Securities

JPMorgan Funds are distributed by JPMorgan Distribution Services, Inc., which is an affiliate of JPMorgan Chase & Co. Affiliates of JPMorgan Chase & Co. receive fees for providing various services to the funds.

Bank products and services are offered by JPMorgan Chase Bank, N.A. and its affiliates. Securities are offered by J.P. Morgan Securities LLC, member NYSE, FINRA and SIPC.

Investment Products: Not FDIC insured • No bank guarantee • May lose value

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JPMorgan Chase Bank, N.A.
Michigan/Florida Markets
P O Box 659754
San Antonio, TX 78265-9754

Primary Account: 000000478015220
For the Period 11/30/13 to 12/31/13

00000472 DPB 021 161 00114 NNNNNNNNNNN T 1 000000000 60 0000

ESTATE OF SIMON L. BERNSTEIN,
DONALD R. TESCHER AND
ROBERT L. SPALLINA, CO-PERSONAL REPS
C/O DONALD R. TESCHER AND
ROBERT L. SPALLINA
4855 TECHNOLOGY WAY STE 720
BOCA RATON FL 33431-3351

J.P. Morgan Team

John C Hawkins	(800) 576-0938
Brian Lutter	
For assistance after business hours, 7 days a week.	(800) 576-6209
Deaf and Hard of Hearing	(800) 242-7383
Online access: **www.jpmorganonline.com**	

JPMorgan Classic Business Checking

Checking Account Summary	Instances	Amount
Beginning Balance		**531.59**
Deposits & Credits	1	25,000.00
Ending Balance	**1**	**$25,531.59**

J.P.Morgan

000000478015220
ESTATE OF SIMON L. BERNSTEIN,
DONALD R. TESCHER AND
ROBERT L. SPALLINA, CO-PERSONAL REPS

Primary Account: 000000478015220
For the Period 11/30/13 to 12/31/13

Deposits & Credits

Date	Description		Amount
12/31	Internal Transfer of Funds	As Requested	25,000.00
Total Deposits & Credits			**$25,000.00**

Daily Ending Balance

Date	Amount
12/31	25,531.59

Fees and Charges for Deposit Accounts

Fees

Description	Volume	Allowed	Excess	Unit Price	Fees
000000478015220					
Monthly Service Fee	1.00	0	1	0.00	0.00
Total Fees					**$0.00**

TS005750

J.P.Morgan

Primary Account: 000000478015220

For the Period 11/30/13 to 12/31/13

Important Information About Your Statement

In Case of Errors or Questions About Your Electronic Funds Transfers

Call or write to the Bank (Consumers should use the phone number and address on front of statement and non-consumers their J.P. Morgan Team contact information.) if you think your statement or receipt is incorrect, or if you need more information about an electronic transaction on a statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will credit your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation.

In Case of Errors or Questions About Non-Electronic Transfers (Checks or Deposits):

Contact the Bank immediately if your statement is incorrect or if you need more information about any non-electronic transactions (checks or deposits) on this statement. If any such error appears, you must notify the bank in writing as soon as possible after the statement was made available to you. For more complete details, see the applicable account agreements and appendices that govern your account.

Deposit products and services are offered by JPMorgan Chase Bank, N.A. Member FDIC

Mutual Funds/Securities

JPMorgan Funds are distributed by JPMorgan Distribution Services, Inc., which is an affiliate of JPMorgan Chase & Co. Affiliates of JPMorgan Chase & Co. receive fees for providing various services to the funds.

Bank products and services are offered by JPMorgan Chase Bank, N.A. and its affiliates. Securities are offered by J.P. Morgan Securities LLC, member NYSE, FINRA and SIPC.

Investment Products: Not FDIC insured • No bank guarantee • May lose value

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ESTATE OF SIMON L. BERNSTEIN
DONALD R. TESCHER AND
ROBERT L. SPALLINA, CO-PERSONAL REPS
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FL 33431

63-8413/2670 5494 106

DATE 8/28/13

PAY TO THE ORDER OF Tescher & Spallina, P.A. $ 12,000.00

twelve thousand & NO/100 DOLLARS

Security Features Included. Details on Back.

J.P.Morgan
Founded 1799
JPMorgan Chase Bank, N.A.
Palm Beach, Florida

MEMO 11187.006

MP

⑆267084131⑆ 4780152201⑈0106

ESTATE OF SIMON L. BERNSTEIN
DONALD R. TESCHER AND
ROBERT L. SPALLINA, CO-PERSONAL REPS
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FL 33431

63-8413/2670 5494 105

DATE 8/21/13

PAY TO THE ORDER OF Mark R. Manceri, P.A. $ 7009.50

seven thousand nine & 50/100 DOLLARS

Security Features Included Details on Back.

J.P.Morgan
Founded 1799
JPMorgan Chase Bank, N.A.
Palm Beach, Florida

MEMO Case No. 502012CA13933 MBAA Stansbury v. Bernstein

MP

⑈267084131⑈ ⑆780152201⑈0105

Hi Kimberly,

Here are the new account numbers for the checking accounts we have recently opened:

Estate of Simon Bernstein - Checking account #478015220

Simon Bernstein Trust - Checking account #478018083

Shirley Bernstein Trust - Checking account #478018117

The checks are being sent to your office and you should have them by Monday at the latest. That said, the checks for the Shirley Bernstein account will go to Ted Bernstein's office.

Best,

Gavin McNally, Associate Banker

J.P Morgan Private Bank
205 Royal Palm Way, Palm Beach, FL 33480
T: (561) 838-4633
F: (561) 838-8730
gavin.mcnally@jpmorgan.com

J.P. Morgan Securities LLC
JPMorgan Chase Bank, N.A.
NMLS ID: 821735

Client Service Team
John Hawkins | Matthew Marcin
T: (800) 576-0938
F: (866) 225-2315
PB-Service0938@jpmorgan.com

Global insights, local service, comprehensive capabilities. www.jpmorgan.com

-----Original Message-----
From: Kimberly Moran [mailto:kmoran@tescherspallina.com]
Sent: Wednesday, October 17, 2012 2:47 PM
To: McNally, Gavin
Subject: RE: Estate of Simon Bernstein

Hi Gavin - Robert asked me to check in and see where you are in opening the accounts?

Thank you!

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

-----Original Message-----
From: McNally, Gavin [mailto:gavin.mcnally@jpmorgan.com]
Sent: Wednesday, October 17, 2012 9:14 AM
To: Kimberly Moran
Subject: RE: Estate of Simon Bernstein

Thank you!

Gavin McNally, Associate Banker

J.P Morgan Private Bank
205 Royal Palm Way, Palm Beach, FL 33480
T: (561) 838-4633
F: (561) 838-8730
gavin.mcnally@jpmorgan.com

J.P. Morgan Securities LLC
JPMorgan Chase Bank, N.A.
NMLS ID: 821735

Client Service Team
John Hawkins | Matthew Marcin
T: (800) 576-0938

F: (866) 225-2315
PB-Service0938@jpmorgan.com

Global insights, local service, comprehensive capabilities. www.jpmorgan.com

-----Original Message-----
From: Kimberly Moran [mailto:kmoran@tescherspallina.com]
Sent: Wednesday, October 17, 2012 9:14 AM
To: McNally, Gavin
Subject: Estate of Simon Bernstein

Good morning Gavin,

Attached is a copy of Donald Tescher's drivers license.

Best regards,

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

This email is confidential and subject to important disclaimers and conditions including on offers for the purchase or sale of securities, accuracy and completeness of information, viruses, confidentiality, legal privilege, and legal entity disclaimers, available at http://www.jpmorgan.com/pages/disclosures/email.

If you need help logging on, or if you have questions about our online services, please contact your dedicated Client Service Team or the Private Banking Service Center at 1-866-265-1727, Monday through Friday from 8 AM ET to 9 PM, and Saturday through Sunday from 9 AM ET to 5 PM.

If you believe this message has been sent in error or if you haven't enrolled in our online service, please contact us immediately at 1-866-265-1727.

We appreciate your business and look forward to continuing to serve you.

Sincerely,

Private Banking Online Support

Bernstein Trust 11187.006
JP Morgan - ~~Estate~~ of Simon Bernstein Acct.

[redacted]

Case: 1:13-cv-03643 Document #: 258-6 Filed: 08/27/16 Page 579 of 1000 PageID #:10019

JPMorgan Chase Bank, N.A.
Michigan/Florida Markets
P O Box 659754
San Antonio, TX 78265-9754

Primary Account: 000000478018083
For the Period 11/1/13 to 11/29/13

00000119 DPI 021 161 33413 NNNNNNNNNNN P 1 000000000 60 0000
SIMON L BERNSTEIN TRUST AGREEMENT,
ROBERT L SPALLINA AND DONALD R
TESCHER TRUSTEES
4855 TECHNOLOGY WAY
SUITE 720
BOCA RATON FL 33431-3351

J.P. Morgan Team

John C Hawkins	(800) 576-0938
For assistance after business hours, 7 days a week.	(800) 576-6209
Deaf and Hard of Hearing	(800) 242-7383
Online access: **www.jpmorganonline.com**	

JPMorgan Classic Business Checking

Checking Account Summary	Instances	Amount
Beginning Balance		**65,244.23**
Checks Paid	1	(15,067.06)
Ending Balance	**1**	**$50,177.17**

3345216005001011901

J.P.Morgan

000000478018083
SIMON L BERNSTEIN TRUST AGREEMENT,
ROBERT L SPALLINA AND DONALD R
TESCHER TRUSTEES

Primary Account: 000000478018083
For the Period 11/1/13 to 11/29/13

Checks Paid

Check Number	Date Paid	Amount
109	11/26	15,067.06
Total Checks Paid		**($15,067.06)**

You can view images of the checks above at jpmorganonline.com. To enroll in JPMorgan Online, please contact your J.P. Morgan Team or visit jpmorganonline.com.

Daily Ending Balance

Date	Amount
11/26	50,177.17

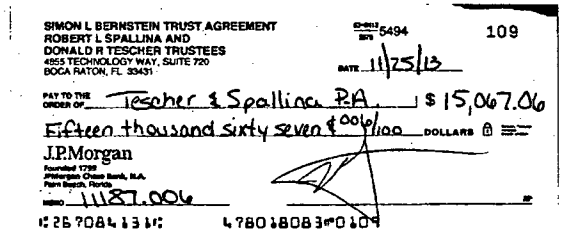
J.P. Morgan

Primary Account: 000000478018083

For the Period 11/1/13 to 11/29/13

JPMorgan Classic Business Checking

000000478018083 SIMON L BERNSTEIN TRUST AGREEMENT, ROBERT L SPALLINA AND DONALD R



SIMON L BERNSTEIN TRUST AGREEMENT
ROBERT L SPALLINA AND
DONALD R TESCHER TRUSTEES
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FL 33431

5494 109

DATE 11/25/13

PAY TO THE ORDER OF Tescher & Spallina P.A. $ 15,067.06

Fifteen thousand sixty seven & 006/100 DOLLARS

J.P.Morgan
Founded 1799
JPMorgan Chase Bank, N.A.
Palm Beach, Florida

MEMO 11187.006

⑆267084131⑆ 478018083⑈0109

005480402545 NOV 26 #0000000109 $15,067.06

Please note that you can view your historical check images online and easily enroll in eDelivery by going to www.MorganOnline.com.

J.P.Morgan

TS005766

33452160050010011902

Important Information About Your Statement

In Case of Errors or Questions About Your Electronic Funds Transfers

Call or write to the Bank (Consumers should use the phone number and address on front of statement and non-consumers their J.P. Morgan Team contact information.) if you think your statement or receipt is incorrect, or if you need more information about an electronic transaction on a statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will credit your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation.

In Case of Errors or Questions About Non-Electronic Transfers (Checks or Deposits):

Contact the Bank immediately if your statement is incorrect or if you need more information about any non-electronic transactions (checks or deposits) on this statement. If any such error appears, you must notify the bank in writing as soon as possible after the statement was made available to you. For more complete details, see the applicable account agreements and appendices that govern your account.

Deposit products and services are offered by JPMorgan Chase Bank, N.A. Member FDIC

Mutual Funds/Securities

JPMorgan Funds are distributed by JPMorgan Distribution Services, Inc., which is an affiliate of JPMorgan Chase & Co. Affiliates of JPMorgan Chase & Co. receive fees for providing various services to the funds.

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Investment Products: Not FDIC insured • No bank guarantee • May lose value

JPMorgan Chase Bank, N.A.
Michigan/Florida Markets
P O Box 659754
San Antonio, TX 78265-9754

Primary Account: 000000478018083
For the Period 10/1/13 to 10/31/13

00000133 DPI 021 161 30513 NNNNNNNNNNN P 1 000000000 60 0000
SIMON L BERNSTEIN TRUST AGREEMENT,
ROBERT L SPALLINA AND DONALD R
TESCHER TRUSTEES
4855 TECHNOLOGY WAY
SUITE 720
BOCA RATON FL 33431-3351

J.P. Morgan Team

John C Hawkins	(800) 576-0938
For assistance after business hours, 7 days a week.	(800) 576-6209
Deaf and Hard of Hearing	(800) 242-7383
Online access: **www.jpmorganonline.com**	

JPMorgan Classic Business Checking

Checking Account Summary	Instances	Amount
Beginning Balance		**88,667.35**
Checks Paid	2	(23,423.12)
Ending Balance	**2**	**$65,244.23**

3055216042001013301

J.P.Morgan

000000478018083
SIMON L BERNSTEIN TRUST AGREEMENT,
ROBERT L SPALLINA AND DONALD R
TESCHER TRUSTEES

Primary Account: 000000478018083
For the Period 10/1/13 to 10/31/13

Checks Paid

Check Number	Date Paid	Amount
106	10/03	15,146.12
107	10/22	8,277.00
Total Checks Paid		**($23,423.12)**

You can view images of the checks above at jpmorganonline.com. To enroll in JPMorgan Online, please contact your J.P. Morgan Team or visit jpmorganonline.com.

Daily Ending Balance

Date	Amount
10/03	73,521.23
10/22	65,244.23

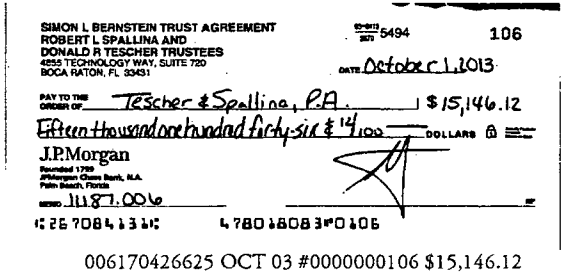
J.P.Morgan

Primary Account: 000000478018083

For the Period 10/1/13 to 10/31/13

JPMorgan Classic Business Checking

000000478018083 SIMON L BERNSTEIN TRUST AGREEMENT, ROBERT L SPALLINA AND DONALD R



SIMON L BERNSTEIN TRUST AGREEMENT
ROBERT L SPALLINA AND
DONALD R TESCHER TRUSTEES
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FL 33431

5494 106

DATE October 1, 2013

PAY TO THE ORDER OF Tescher & Spallina, P.A. $15,146.12

Fifteen thousand one hundred forty-six & 14/100 DOLLARS

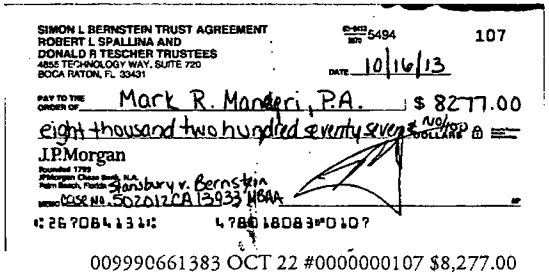
J.P.Morgan

Founded 1799
JPMorgan Chase Bank, N.A.
Palm Beach, Florida

MEMO 1187.006

⑆267084133⑆ 4780180833⑈0106

006170426625 OCT 03 #0000000106 $15,146.12



SIMON L BERNSTEIN TRUST AGREEMENT
ROBERT L SPALLINA AND
DONALD R TESCHER TRUSTEES
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FL 33431

5494 107

DATE 10/16/13

PAY TO THE ORDER OF Mark R. Manceri, P.A. $ 8277.00

eight thousand two hundred seventy seven & NO/100 DOLLARS

J.P.Morgan

Founded 1799
JPMorgan Chase Bank, N.A.
Palm Beach, Florida

MEMO Stansbury v. Bernstein
CASE NO. 502012CA13933 XXXAA

⑆267084133⑆ 4780180833⑈0107

009990661383 OCT 22 #0000000107 $8,277.00

Please note that you can view your historical check images online and easily enroll in eDelivery by going to www.MorganOnline.com.

Primary Account: 000000478018083
For the Period 10/1/13 to 10/31/13

Important Information About Your Statement

In Case of Errors or Questions About Your Electronic Funds Transfers

Call or write to the Bank (Consumers should use the phone number and address on front of statement and non-consumers their J.P. Morgan Team contact information.) if you think your statement or receipt is incorrect, or if you need more information about an electronic transaction on a statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

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Mutual Funds/Securities

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Investment Products: Not FDIC insured • No bank guarantee • May lose value

JPMorgan Chase Bank, N.A.
Michigan/Florida Markets
P O Box 659754
San Antonio, TX 78265-9754

Primary Account: 000000478018083
For the Period 8/31/13 to 9/30/13

00000037 DPB 021 161 27413 NNNNNNNNNNN T 1 000000000 60 0000

SIMON L BERNSTEIN TRUST AGREEMENT,
ROBERT L SPALLINA AND DONALD R
TESCHER TRUSTEES
4855 TECHNOLOGY WAY
SUITE 720
BOCA RATON FL 33431-3351

J.P. Morgan Team

John C Hawkins	(800) 576-0938
For assistance after business hours, 7 days a week.	(800) 576-6209
Deaf and Hard of Hearing	(800) 242-7383
Online access: **www.jpmorganonline.com**	

JPMorgan Classic Business Checking

Checking Account Summary	Instances	Amount
Beginning Balance		88,667.35
Ending Balance	0	$88,667.35

Please note this account had no activity during this statement period. The date of last activity for this account was 12/26/12.

2745215028001000370 1

Primary Account: 000000478018083
For the Period 8/31/13 to 9/30/13

Important Information About Your Statement

In Case of Errors or Questions About Your Electronic Funds Transfers

Call or write to the Bank (Consumers should use the phone number and address on front of statement and non-consumers their J.P. Morgan Team contact information.) if you think your statement or receipt is incorrect, or if you need more information about an electronic transaction on a statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

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JPMorgan Chase Bank, N.A.
Michigan/Florida Markets
P O Box 659754
San Antonio, TX 78265-9754

Primary Account: 000000478018083
For the Period 8/1/13 to 8/30/13

00000351 DPB 021 161 24313 NNNNNNNNNNN T 1 000000000 60 0000
SIMON L BERNSTEIN TRUST AGREEMENT,
ROBERT L SPALLINA AND DONALD R
TESCHER TRUSTEES
4855 TECHNOLOGY WAY
SUITE 720
BOCA RATON FL 33431-3351

J.P. Morgan Team

John C Hawkins	(800) 576-0938
For assistance after business hours, 7 days a week.	(800) 576-6209
Deaf and Hard of Hearing	(800) 242-7383
Online access: **www.jpmorganonline.com**	

JPMorgan Classic Business Checking

Checking Account Summary	Instances	Amount
Beginning Balance		88,667.35
Ending Balance	0	$88,667.35

IMPORTANT INFORMATION

Deposit Account Agreement Update

000000478018083
SIMON L BERNSTEIN TRUST AGREEMENT,
ROBERT L SPALLINA AND DONALD R
TESCHER TRUSTEES

We will update Section H in our Deposit Account Agreement titled Closing Your Account.

Effective July 21, 2013. If you have pending transactions on your account, or are overdrawn, we may not immediately close the account. However, if you ask us, we will restrict additional withdrawals from your account, other than the pending transactions. We will not pay any interest on the account after we have restricted your account.

This change will be reflected in your account agreement; all other terms remain the same. If you have questions, please call us at the telephone number listed on this account statement or visit the nearest Chase branch.

Please note this account had no activity during this statement period. The date of last activity for this account was 12/26/12.

Important Information About Your Statement

In Case of Errors or Questions About Your Electronic Funds Transfers

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Investment Products: Not FDIC insured • No bank guarantee • May lose value

2435215029001003510 2

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JPMorgan Chase Bank, N.A.
Michigan/Florida Markets
P O Box 659754
San Antonio, TX 78265-9754

Primary Account: 000000478018083
For the Period 6/29/13 to 7/31/13

00000290 DPB 021 161 21313 NNNNNNNNNNN T 1 000000000 60 0000
SIMON L BERNSTEIN TRUST AGREEMENT,
ROBERT L SPALLINA AND DONALD R
TESCHER TRUSTEES
4855 TECHNOLOGY WAY
SUITE 720
BOCA RATON FL 33431-3351

J.P. Morgan Team

John C Hawkins	(800) 576-0938
For assistance after business hours, 7 days a week.	(800) 576-6209
Deaf and Hard of Hearing	(800) 242-7383
Online access: **www.jpmorganonline.com**	

JPMorgan Classic Business Checking

Checking Account Summary	Instances	Amount
Beginning Balance		88,667.35
Ending Balance	0	$88,667.35

Please note this account had no activity during this statement period. The date of last activity for this account was 12/26/12.

A clearer description of transaction terms used in account statements

This message is to make you aware of new language that will be used to describe a type of transaction in account statements and online activities:

Beginning July 22, 2013, if you cash a check and it is returned to us without being paid, the transaction will be listed on your statement as Cashed Check Returned.

This is not a new transaction type. It is simply a clearer description of this type of account activity.

Currently, a single term (Deposited Item Returned) is used to describe two types of of transactions: deposited and cashed items that are returned to us without being paid. After July 22, this term will only be used to indicate a deposited check that is returned.

All other terms and conditions for your account(s) remain the same.

Please contact your J.P. Morgan team if you have any questions or require more information

Primary Account: 000000478018083
For the Period 6/29/13 to 7/31/13

Important Information About Your Statement

In Case of Errors or Questions About Your Electronic Funds Transfers

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213521510000100290002

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JPMorgan Chase Bank, N.A.
Michigan/Florida Markets
P O Box 659754
San Antonio, TX 78265-9754

Primary Account: 000000478018083
For the Period 6/1/13 to 6/28/13

00000030 DPB 021 161 18013 YNNNNNNNNNN T 1 000000000 60 0000
SIMON L BERNSTEIN TRUST AGREEMENT,
ROBERT L SPALLINA AND DONALD R
TESCHER TRUSTEES
4855 TECHNOLOGY WAY
SUITE 720
BOCA RATON FL 33431-3351

J.P. Morgan Team

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For assistance after business hours, 7 days a week.	(800) 576-6209
Deaf and Hard of Hearing	(800) 242-7383
Online access: **www.jpmorganonline.com**	

JPMorgan Classic Business Checking

Checking Account Summary	Instances	Amount
Beginning Balance		88,667.35
Ending Balance	0	$88,667.35

Please note this account had no activity during this statement period. The date of last activity for this account was 12/26/12.

J.P.Morgan

Primary Account: 000000478018083
For the Period 6/1/13 to 6/28/13

Important Information About Your Statement

In Case of Errors or Questions About Your Electronic Funds Transfers

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Investment Products: Not FDIC insured • No bank guarantee • May lose value

TS005783

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
SIMON L BERNSTEIN TRUST AGREEMENT

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☒ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
4855 TECHNOLOGY WAY, SUITE 720

Requester's name and address (optional)

City, state, and ZIP code
BOCA RATON, FL 33431

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			-		-				

Employer identification number
3	0	-	6	3	2	9	4	4	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶ 8/16/12

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

J.P. Morgan Account Application Package for
SIMON L BERNSTEIN TRUST AGREEMENT (CHECKING)

J.P.Morgan

Date: Oct 16, 2012

A. Forms to Complete

Please add all missing information to the following forms and initial any changes you make. After you sign these documents, return them in the self-addressed envelope provided or to the contact listed in Section D.

JPMorgan Trust Estate Account Application
JPMorgan Addl Trustees Statements
IRS W9

B. Documents we need from you

When you return the completed application, please include the most recent version of the following documents:

Photocopy of Driver's License or Passport For Each Signer
(ROBERT L SPALLINA & DONALD R TESCHER)

C. Reference Documents

Please read and keep these enclosed documents for your records:

*TO FOLLOW WITH ACCOUNT OPENING CONFIRMATION LETTER
Fee Schedule(s)
Depositing Securities & Cash into JPMorgan Account
Deposit Rates
JPMorgan Privacy Policy
Privacy Policy Notice Letter
Combined Terms and Conditions

D. Contacts

If you have any questions concerning this package, please call:

Name: KAREN PROTOKOWICZ

Address: 205 ROYAL PALM WAY

City: PALM BEACH State: FLORIDA Zip: 33480-4302

Phone: 561-838-4674 Fax: 561-833-5683

E. Important information about procedures for opening a new account

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.
What this means for you: When you open an account, we will ask for your name, address, date of birth and tax identification number for U.S. persons or passport number, country of issuance and expiration date for non-U.S. persons. In order to demonstrate that we have confirmed your identity, we will ask for a copy of your driver's license or other identifying documents such as a passport, Military ID or other government issued document.

The following notice is required by the Unlawful Internet Gambling Enforcement Act of 2006 and applies to all commercial clients. JPMorgan Chase Bank, N.A. strictly prohibits the use of accounts to conduct transactions, including but not limited to the receipt of funds through electronic funds transfer, by check, draft, or any similar instrument, that are related, directly or indirectly, to unlawful internet gambling.

J.P. Morgan Account Trust/Estate Account Application

J.P.Morgan

A. Account Information

Title of Account: SIMON L BERNSTEIN TRUST AGREEMENT, ROBERT L SPALLINA AND DONALD R TESCHER TRUSTEES

☒ Trust ☐ Estate ☐ Endowment ☐ Foundation ☐ ERISA Plan ☐ Other Charitable Trust ☐ Other _____

Tax ID #: *(Only required if you are not executing Certification of Trust)* ☐☐-☐☐☐☐☐☐☐

I have applied to open the following accounts (check all that apply):

☒ Checking Account ☐ Money Market Deposit Account/Savings ☐ Business Checking with Interest Account
☐ Investment Management/Third Party Manager/J.P. Morgan Advisory Program (discretionary)
☐ Asset/Brokerage ☐ Asset/Brokerage with Private Asset Management Account (*if applicable*)
☐ Asset/Custody ☐ Asset/Custody with Private Asset Management Account (*if applicable*)

I hereby apply for a Line of Credit linked to my Asset Account ☐ Yes* (U-1 form will be required) ☐ No
**Please be advised that if you have another account with the same feature, this is not applicable.*

For brokerage and custody

All uninvested cash balances will automatically transfer into a Federal Deposit Insurance Corporation (FDIC) insured Deposit Sweep as described in the Asset Account Agreement, unless otherwise indicated by you below.

Alternative sweep option ☐ JPMorgan Tax Free Money Market Fund

Account Tax Cost Methodology: ☒ High Cost ☐ Long Term High Cost ☐ FIFO ☐ Low Cost

The following asset types should utilize the Average Cost accounting option:

☐ Regulated Investment Company (RIC) Only ☐ Dividend Reinvestment Plan (DRP) Only ☐ Both RIC and DRP ☒ None

Each account I open, and each subaccount opened under such account from time to time, are subject to the security interest provisions in the Agreement (as defined below in "D. Agreement") and are pledged as Collateral for all my Obligations.

B. Grantor & Trustee/Executor Information

Grantor of Trust SIMON L BERNSTEIN

SSN #: 371-32-5211

Grantor of Trust _____

SSN #: ☐☐☐-☐☐-☐☐☐☐

Trustee/Executor Name ROBERT L SPALLINA Relationship TRUSTEE

Date of Birth: 06-09-1965 (m m d d y y y y)

SSN #: 266-99-7171

Home Phone N/A Mobile Phone _____ Business Phone 561-997-7008

E-mail Address RSPALLINA@TESCHERSPALLINA.COM

Legal Address 4855 TECHNOLOGY WAY, SUITE 720 City BOCA RATON State FL Zip 33431 Country UNITED STATES

Mailing Address same as Legal Address? ☒ Yes ☐ No

Mailing Address _____ City _____ State _____ Zip _____ Country _____

Name of Firm TESCHER & SPALLINA P.A. Type of Business LAW OFFICE Occupation/Position ATTORNEY

If information is required and no Trustee is available, the following may be considered an alternative contact *(not considered an Authorized Person):*

Name and Role _____ Phone _____
(e.g., Trustee's Attorney, etc.)

C. Current Beneficiary Information

Name and address _____ Relationship _____

Name and address _____ Relationship _____

D. Agreement

I have read, understand and agree to this application and the General Terms for Accounts and Services and the Account Agreement (in each case, our "Agreement"). The Agreement, with amendments from time to time, generally will apply to any future account, product or service that we agree upon orally, electronically or otherwise, although certain accounts, products or services may require additional documentation. This Agreement (including this application) is a security agreement under Article 9 of the Uniform Commercial Code, as amended from time to time. I have read and consent to the terms of J.P. Morgan's Private Bank and Private Wealth Management Privacy Notice, including the manner in which my information is received and used, and that upon opening an account with J.P. Morgan's Private Bank or Private Wealth Management (together described as the "Private Banking Business" in the Notice) my information will be used by one or more members of the Private Banking Business' family of companies (as listed in the Notice) in order to make available to me the products and services available through the Private Banking Business.

J.P. Morgan Account Trust/Estate Account Application

J.P.Morgan

E. Signature All trustee(s)/executor(s) are required to sign below. **Please note:** any changes not **initialed** by you, or any information that remains missing on these forms will cause a delay in opening your account and may require us to send the application back to you.

If I am the Trustee of my revocable trust and have applied for a Line of Credit, by signing below I apply for the Line of Credit in my individual capacity as well.

Signature (Accountholder)	Date	Print Name and Title
	8/18/12	ROBERT L SPALLINA, TRUSTEE
Signature (Accountholder)	Date	Print Name and Title
		DONALD R TESCHER, TRUSTEE

J.P. Morgan Additional Trustees Form

J.P.Morgan

Additional Trustees or Executors

Name DONALD R TESCHER ☒ Trustee ☐ Executor/Representative

SSN#: 261-64-1879 Date of Birth: 09-26-1944 (m m d d y y y y)

Legal Address 4855 TECHNOLOGY WAY, SUITE 720 City BOCA RATON

State FL Zip 33431 Country UNITED STATES

Mailing Address same as Legal Address? ☒ Yes ☐ No

Mailing Address _____ City _____

State _____ Zip _____ Country _____

Home Phone N/A Mobile Phone 561-901-7972

E-mail Address DTESCHER@TESCHERSPALLINA.COM

Name of Employer TESCHER & SPALLINA P.A. Type of Business LAW OFFICE

Occupation/ Position ATTORNEY Business Phone 561-997-7008

Name _____ ☐ Trustee ☐ Executor/Representative

SSN#: ___-___-____ Date of Birth: __-__-____ (m m d d y y y y)

Legal Address _____ City _____

State _____ Zip _____ Country _____

Mailing Address same as Legal Address? ☐ Yes ☐ No

Mailing Address _____ City _____

State _____ Zip _____ Country _____

Home Phone _____ Mobile Phone _____

E-mail Address _____

Name of Employer _____ Type of Business _____

Occupation/ Position _____ Business Phone _____

Name _____ ☐ Trustee ☐ Executor/Representative

SSN#: ___-___-____ Date of Birth: __-__-____ (m m d d y y y y)

Legal Address _____ City _____

State _____ Zip _____ Country _____

Mailing Address same as Legal Address? ☐ Yes ☐ No

Mailing Address _____ City _____

State _____ Zip _____ Country _____

Home Phone _____ Mobile Phone _____

E-mail Address _____

Name of Employer _____ Type of Business _____

Occupation/ Position _____ Business Phone _____

J.P. Morgan Use Only SIMON L BERNSTEIN TRUST Title 9505419 SPN 0223781979 CAS

 ADELSTEIN TODD Banker/Investor 6/12 **US910**

Donald Tescher

From: Alan Rose [ARose@mrachek-law.com]
Sent: Monday, January 13, 2014 1:55 PM
To: Kimberly Moran
Cc: Donald Tescher; Ted Bernstein
Subject: RE: Bernstein - 2012 Form 1040

We consent to the payment outlined by Anthony Massuri of CBIZ.

If you have questions, please advise.

Please send us confirmation that the payment was made.

Alan B. Rose, Esq.
arose@Mrachek-Law.com
561.355.6991

505 South Flagler Drive
Suite 600
West Palm Beach, Florida 33401
561.655.2250 Phone
561.655.5537 Fax

CONFIDENTIALITY NOTE: THE INFORMATION CONTAINED IN THIS TRANSMISSION IS LEGALLY PRIVILEGED AND CONFIDENTIAL, INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION, OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU RECEIVE A COPY OF THIS COMMUNICATION IN ERROR, PLEASE IMMEDIATELY (1) REPLY BY E-MAIL TO US, AND (2) DELETE THIS MESSAGE.
TAX DISCLOSURE NOTE: To ensure compliance with requirements imposed by the Internal Revenue Service (Circular 230), we inform and advise you that any tax advice contained in this communication (including any attachments), unless otherwise specifically stated, was not intended or written to be used, and cannot be used, by any taxpayer for the purpose of (1) avoiding penalties that may be imposed under the Internal Revenue Code or (2) promoting, marketing or recommending to another party any transactions or matters addressed herein.
If there any documents attached to this email with the suffix ,pdf, those documents are in Adobe PDF format, If you have difficulty viewing these attachments, you may need to download the free version of Adobe Acrobat Reader, available at: http://www.adobe.com

-----Original Message-----
From: Kimberly Moran [mailto:kmoran@tescherspallina.com]
Sent: Monday, January 13, 2014 10:41 AM
To: Alan Rose
Cc: Donald Tescher
Subject: Bernstein - 2012 Form 1040

Dear Mr. Rose:

As per your discussion with Mr. Tescher, please confer with Ted and send us your authorization to make this tax payment today.

Kind regards,

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431

Tel: (561) 997-7008
Fax: (561) 997-7308

5th Floor
Boca Raton, FL 33486
p: 561-994-5050
f: 561-241-0071
e: amessuri@cbiz.com

Join us on December 17th as we show you the latest featues to Dynamics CRM 2013...

CUT HERE

Form 1040-ES Department of the Treasury Internal Revenue Service

2012 Estimated Tax

Payment Voucher 4 OMB No. 1545-0074

File only if you are making a payment of estimated tax by check or money order. Mail this voucher with your check or money order payable to "United States Treasury." Write your social security number and "2012 Form 1040-ES" on your check or money order. Do not send cash. Enclose, but do not staple or attach, your payment with this voucher.

Calendar year - Due Jan. 15, 2013

Amount of estimated tax you are paying by check or money order. $ 120,000.

Print or type

Your first name and initial	Your last name	Your social security number
SIMON	BERNSTEIN	371-32-5211
If joint payment, complete for spouse		
Spouse's first name and initial	Spouse's last name	Spouse's social security number

Address (number, street, and apt. no.)
C/O R.SPALLINA 4855 TECHNOLOGY WAY, APT. NO. 720

City, state, and ZIP code. (If a foreign address, enter city, province or state, postal code, and country.)
BOCA RATON, FL 33431

LHA For Privacy Act and Paperwork Reduction Act Notice, see instructions.

CUT HERE

SIMON L BERNSTEIN TRUST AGREEMENT
ROBERT L SPALLINA AND
DONALD R TESCHER TRUSTEES
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FL 33431

63-8413/2670 5494 110

DATE January 13, 2014

PAY TO THE ORDER OF United States Treasury $ 120,000.00

One hundred twenty thousand and no/100--- DOLLARS Security Features Included. Details on Back.

J.P.Morgan
Founded 1799
JPMorgan Chase Bank, N.A.
Palm Beach, Florida

SSN: 371-32-5211

MEMO Simon Bernstein 2012 Form 1040

⑆267084131⑆ 478018083⑈0110

110422
12-16-11

14050110 144582 4001350.0 2011.05090 BERNSTEIN, SIMON 40013502

TS005793

SIMON L BERNSTEIN TRUST AGREEMENT
ROBERT L SPALLINA AND
DONALD R TESCHER TRUSTEES
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FL 33431

63-8413/2670 5494 109

DATE 11/25/13

PAY TO THE ORDER OF Tescher & Spallina P.A. $ 15,067.06

Fifteen thousand sixty seven & 006/100 DOLLARS

Security Features Included. Details on Back.

J.P.Morgan
Founded 1799
JPMorgan Chase Bank, N.A.
Palm Beach, Florida

MEMO 11187.006

MP

⑆267084131⑆ 478018083⑈0109

Tescher & Spallina, P.A.

4855 Technology Way
Suite 720
Boca Raton, FL 33431
561-997-7008

EIN: 26-1543894

November 26, 2013 Invoice # 11187.006

Robert Spallina and Donald Tescher,
co-Personal Reprsentativ

4855 Technology Way
Suite 720
Boca Raton, FL 33431

In Reference To: Our File No. 11187.006
Estate of Simon L. Bernstein

Professional services

	Amount
FOR ORDINARY AND EXTRAORDINARY LEGAL SERVICES RENDERED through October 31, 2013 in connection with the Estate and Trust of Simon Bernstein, the Shirley Bernstein Trust & Estate and Bernstein Family Realty, LLC, including telephone calls and email correspondence with Mark Manceri regarding the Stansbury litigation along with review of second amended complaint, interrogatories, and answers regarding same; telephone calls, email correspondence and meeting with Ted and Mark Manceri regarding Eliot evidentiary hearing, need to prepare new waivers and releases, serving Eliot and Candice with witness subpoenas, and related items with respect to all Eliot matters; prepare new waivers and releases and send to family to be executed; follow-up with family regarding same; travel and attendance at evidentiary hearing on October 28 and meeting with Mark and Ted prior to hearing; email correspondence and telephone calls with Brandan Pratt regarding Eliot and need to set up settlement meeting; review orders from Pratt and Manceri regarding hearing; telephone calls and email correspondence with Ted and Mark regarding Eliot petition regarding exempt property and more specifically the Kia automobile; review motion to strike prior to filing by Manceri; numerous telephone calls and email correspondence with Ted regarding Eliot family needs (in light of depleted funds at Oppenheimer) which need to be paid to avert a bigger issue with Eliot and family; telephone calls with Janet Craig and Hunt Worth at Oppenheimer regarding same and other related items; email correspondence and telephone calls with John Cappelar regarding interest to be paid on Walt Sahm note; telephone calls and email with Janet Craig regarding same; follow-up with John	15,000.00

		Amount
	and Janet regarding same; telephone calls and email correspondence with Ted and Mark regarding Eliot 2007 Agreement regarding advance of inheritance and implications on estate and ongoing litigation in Illinois; prepare assets/expense summary.	
	For professional services rendered	$15,000.00
	Additional charges:	
10/7/2013	Teleconference Services	43.95
10/10/2013	Certified copies of Successor Letters of Administration	6.00
10/18/2013	Federal Express	17.11
	Total costs	$67.06
	Total amount of this bill	$15,067.06
	Balance due	$15,067.06

Please make all checks payable to *"Tescher & Spallina, P.A."* and indicate your File Number on the check. Do not hesitate to contact us with any questions or difficulties. Thank you for the opportunity to be of service to you.

SIMON L BERNSTEIN TRUST AGREEMENT
ROBERT L SPALLINA AND
DONALD R TESCHER TRUSTEES
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FL 33431

63-8413/2670 5494 107

DATE 10/16/13

PAY TO THE ORDER OF Mark R. Manceri, P.A. $ 8277.00

eight thousand two hundred seventy seven & NO/100 DOLLARS

Security Features Included. Details on Back.

J.P.Morgan
Founded 1799
JPMorgan Chase Bank, N.A.
Palm Beach, Florida

MEMO Stansbury v. Bernstein Case No. 502012CA013933 NBAA

MP

⑈267084131⑈ 4780180831⑈0107

Mark R. Manceri, P.A.
ATTORNEY AND COUNSELOR AT LAW
2929 EAST COMMERCIAL BOULEVARD - SUITE 702
FORT LAUDERDALE, FLORIDA 33308

MARK R. MANCERI

FLORIDA BAR BOARD CERTIFIED
WILLS, TRUSTS AND ESTATES

TELEPHONE (954) 491-7099
FACSIMILE (954) 771-0545

September 30, 2013

FOR SERVICES RENDERED THROUGH DATE OF STATEMENT

Donald R. Tescher, Esq.
Robert L. Spallina, Esq.
Tescher and Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton FL 33431

RE: STANSBURY v. BERNSTEIN, ET.AL.
CASE NO.: 502012CA13933 MB AA

CURRENT CHARGES:

		Hours	*Amount*
09/04/2013	Receipt and review Second Amended Complaint; receipt and review e-mail from Alan Rose, Eq.; prepare e-mail to Peter Feaman, Esq.; receipt and review e-mail from Peter Feaman, Esq.; prepare correspondence to Donald Tescher, Esq.	0.70	276.50
09/05/2013	Receipt and review Plaintiffs Response to First Request to Produce.	0.10	39.50
09/09/2013	Telephone conference with Robert Spallina and Donald Tescher, Esq.; receipt and review e-mails from Donald Tescher, Esq.	1.00	395.00
09/10/2013	Receipt and review e-mail from Kimberly Moran.	0.10	39.50
09/16/2013	Legal research; prepare e-mail to Alan Rose, Esq.	1.20	474.00
09/17/2013	Legal research at Delray Beach Courthouse; draft Memorandum of Law.	3.50	1,382.50
09/18/2013	Telephone conference with Alan Rose, Esq.; work on Memorandum; receipt and review e-mails from Robert Spallina, Esq.; prepare e-mail to Robert Spallina, Esq.; prepare correspondenc to Judge Blanc.	3.80	1,501.00

		Hours	*Amount*
09/19/2013	Prepare correspondence to Donald Tescher, Esq.	0.20	79.00
	Receipt and review e-mails from Robert Spallina, Esq.; prepare e-mails to Robert Spallina, Esq.	0.40	158.00
09/20/2013	Travel and attendance at meeting at Robert Spallina's office; receipt and review Plaintiff's Memorandum regarding 9/30/13 Hearing.	3.00	1,185.00
09/23/2013	Receipt and review e-mails from Alan Rose, Esq. (w/Answers, etc.); review file; prepare Answer, etc. to Second Amended Complaint; prepare correspondence to Donald Tescher, Esq.	0.70	276.50
09/24/2013	Prepare correspondence to Donald Tescher, Esq.	0.20	79.00
09/27/2013	Prepare for 9/30/13 Hearing; receipt and review e-mails from Alan Rose, Esq.; prepare correspondence to Clerk of the Court; prepare correspondence to Donald Tescher, Esq.	1.50	592.50
09/30/2013	Travel and attendance at Hearing; prepare correspondence to Donald Tescher, Esq.	3.00	1,185.00
	ATTORNEY'S FEES AT $395.00 PER HOUR:	***19.40***	***$7,663.00***
	ADVANCED CLIENT COSTS:		
	Clerk, Circuit Court- filing fee for Counterclaim		395.00
	FedEx Charges		56.00
	Courthouse Parking		3.00
	Photocopying Charges		149.00
	Postage		11.00
	TOTAL ADVANCED CLIENT COSTS:		***$614.00***
	TOTAL CURRENT CHARGES:		***$8,277.00***
	PREVIOUS BALANCE		***$1,448.00***

	Amount
09/20/2013 Payment Received: in the amount of $1,448.00. Check No. 507	($1,448.00)
TOTAL PAYMENTS AND ADJUSTMENTS:	***($1,448.00)***
TOTAL NOW DUE	***$8,277.00***

PLEASE REVIEW THIS STATEMENT CAREFULLY AND COMPLETELY. IF YOU HAVE AN OBJECTION(S) TO ANY ENTRY, YOU ARE TO ADVISE US, IN WRITING, WITHIN TEN (10) DAYS OF YOUR RECEIPT OF THIS STATEMENT. IF WE DO NOT RECEIVE ANY SUCH OBJECTION(S) WE WILL ASSUME THIS STATEMENT MEETS WITH YOUR APPROVAL.

PLEASE NOTE :

ATTORNEY'S FEES ARE CHARGED AT $395.00 PER HOUR FOR TIME EXPENDED PRIOR TO OCTOBER 1, 2013 AND AT THE NEW RATE OF $410.00 PER HOUR FOR TIME EXPENDED COMMENCING OCTOBER 1, 2013.

ALL BALANCES DUE MORE THAN THIRTY (30) DAYS WILL ACCRUE INTEREST AT 1.5% PER MONTH
THANK YOU.

SIMON L BERNSTEIN TRUST AGREEMENT
ROBERT L SPALLINA AND
DONALD R TESCHER TRUSTEES
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FL 33431

63-8413/2670 5494 106

DATE October 1, 2013

PAY TO THE ORDER OF Tescher & Spallina, P.A. $15,146.12

Fifteen thousand one hundred forty-six & 12/100 DOLLARS

Security Features Included. Details on Back.

J.P.Morgan
Founded 1799
JPMorgan Chase Bank, N.A.
Palm Beach, Florida

MEMO 11187.006

MP

⑆267084131⑆ 478018083⑈0106

Tescher & Spallina, P.A.

4855 Technology Way
Suite 720
Boca Raton, FL 33431
561-997-7008

EIN: 26-1543894

October 02, 2013 Invoice # 11187.006

Robert Spallina and Donald Tescher,
co-Personal Reprsentativ
4855 Technology Way
Suite 720
Boca Raton, FL 33431

In Reference To: Our File No. 11187.006
Estate of Simon L. Bernstein

Professional services

	Amount
FOR LEGAL SERVICES RENDERED from September 1 through September 30, 2013 in connection with the Estate of Simon Bernstein and the Simon Bernstein Trust, including email correspondence and telephone calls with Ted Bernstein and other family members regarding reopening Estate of Shirley Bernstein, need for Affidavits regarding same and upcoming hearing regarding Elliot Bernstein Emergency Motions. Review Emergency Motions filed by Elliot in both Simon Bernstein Estate and Shirley Bernstein Estate, telephone calls, email correspondence and meetings with Mark Manceri and Ted Bernstein regarding same, prepare for, travel to and attendance at hearing at Delray County Courthouse in front of the Honorable Judge Colin. Email correspondence and telephone calls with family regarding outcome of hearing, review transcript of same, discuss preparation of Orders regarding reopening of the Estate and Order Determining No Emergency with Mark Manceri, review same and discuss with Marc Manceri. Telephone calls and email correspondence with Janet Craig and Hunt Worth at Oppenheimer regarding hearing and payment of future expenses for Elliot's family. Meeting with Detective Ryan Miller regarding Elliot's complaint against legal assistant Kim Moran. Email correspondence and telephone calls and meetings with Alan Rose, Mark Manceri and Ted Bernstein regarding Stansbury matter, review Second Amended Complaint and discuss same. Discuss and review response regarding same, review email correspondence from Alan Rose regarding response to same. Telephone calls and email correspondence with Anthony Messuri regarding tax return filings and tax related matters regarding the Stansbury litigation. Review, sign and	15,000.00

		Amount
	file tax returns for Bernstein Family Investments, LLC and Bernstein Family Holdings, LLC. Telephone calls and email correspondence with Janet Craig regarding tax return filings for Bernstein Realty, LLC and telephone calls and email correspondence with Anthony Messuri regarding same.	
	For professional services rendered	$15,000.00
	Additional charges:	
8/8/2013	Teleconferencing Services	96.94
9/12/2013	Copies	5.00
9/13/2013	Federal Express	44.18
	Total costs	$146.12
	Total amount of this bill	$15,146.12
10/2/2013	Payment - Thank You, Check No. 106	($15,146.12)
	Total payments and adjustments	($15,146.12)
	Balance due	$0.00

Please make all checks payable to *"Tescher & Spallina, P.A."* and indicate your File Number on the check. Do not hesitate to contact us with any questions or difficulties. Thank you for the opportunity to be of service to you.

Bernstein, Estate of Simon 11187.006
MISC

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

SECURITIES AND EXCHANGE COMMISSION,	§	
	§	
Plaintiff,	§	
	§	
v.	§	Case No. 3:09-CV-0298-N
	§	
STANFORD INTERNATIONAL BANK, LTD., ET AL.,	§	
	§	
Defendants.	§	

ORDER APPROVING RECEIVER'S INTERIM DISTRIBUTION PLAN

This Order addresses the Receiver's Motion for Approval of Interim Distribution Plan (the "Motion"). After considering the Motion, any responses, objections, or replies thereto, the arguments of counsel, and the evidence in the record, the Court overrules all objections and grants the Motion in full. Accordingly, the Court orders the Receiver to make an interim distribution according to the following plan:

A. Definitions.

Unless the context requires otherwise, the following definitions shall apply for purposes of this Order:

1. "Allowed Claim Amount" means the maximum amount of funds that the Receiver has determined that a claimant or claimants may be entitled to receive from the Estate. Claimants entitled to payment pursuant to this Order will receive less than their respective Allowed Claim Amounts.

2. "Approval Date" means the date on which this Order is signed.

3. "Available Cash" means that amount of cash that is held by the Receivership Estate.

4. "Claim" means:

a. a potential or claimed right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, mature, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured, against one or more of the Receivership Entities; or

b. a potential or claimed right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured, against one or more of the Receivership Entities.

5. "Claimant" means any person or entity (including, without limitation, individuals, partnerships, corporations, joint ventures, estates, trusts, and governmental units) that holds a Claim. Without limiting the generality of the foregoing, the definition of Claimant includes, but is not limited to, any person or entity holding:

a. a Claim based on an investment in, with, or through a Receivership Entity or a customer transaction with or through a Receivership Entity ("Customer Claims"), including but not limited to claims relating to:

i. certificate(s) of deposit issued by Stanford International Bank, Ltd. ("Stanford International Bank, Ltd. CD Claim");

ii. other customer accounts or transactions with Stanford International Bank, Ltd. ("Other Stanford International Bank, Ltd. Claim");

iii. investments in, with, or through Stanford Coins & Bullion, Inc. or other customer transactions relating to coins and bullion ("Coin & Bullion Claim");

iv. investments in partnerships or other entities sponsored by a Receivership Entity ("Partnership Claim");

v. investments in and transactions relating to brokerage accounts held through a Receivership Entity ("Brokerage Account Claim");

vi. investments in, with, or through or customer transactions with Stanford Development Company ("Stanford Development Company Claim"); and

vii. investments in, with, or through any other Receivership Entity or a customer transaction with any other Receivership Entity ("Other Customer Claim").

b. a Claim of any other kind whatsoever against any Receivership Entity, including, without limitation, Claims based on or relating to:

i. the provision of goods or services to any Receivership Entity for which payment has not been made in whole or in part ("Services Claim");

ii. real estate owned or leased by Receivership Entities, including but not limited to past due rent ("Real Estate Claim");

iii. money loaned to any Receivership Entity and that has not been repaid in whole or in part ("Loan Claim");

iv. unpaid wages, compensation, or other employment benefits ("Employment Compensation Claim");

v. tax liabilities, including those held by federal, state, local or other governmental entities or authorities ("Tax Claim"); and

vi. primary, secondary, direct, indirect, secured, unsecured, or contingent liability, whether based on contract, tort, indemnity, reimbursement, subrogation, or other legal or equitable theory ("Other Claim").

6. "Court" means the United States District Court for the Northern District of Texas, Dallas Division.

7. "Defendants" means the defendants sued by the Securities and Exchange Commission in Case No. 3:09-CV-0298-N in this Court.

8. "Interim Distribution Amount" means $55 million, the amount to be distributed from Available Cash according to this Order.

9. "Interim Plan" means the Interim Distribution Plan contained in this Order.

10. "Investor CD Claimants" means all holders of Stanford International Bank, Ltd. CD Claims or Other Stanford International Bank, Ltd. Claims (a) who have not been sued by the Receiver or the Official Stanford Investors Committee (the "Investors Committee") to recover funds they received from the Stanford Ponzi scheme and (b) who have never been a Stanford employee, independent contractor, or insider, provided that the Receiver retains the right to compensate former Stanford employees for CD losses on the same terms as other investors if the former employees have, in the Receiver's discretion, materially assisted the Receiver and were not involved in sales or marketing of SIB CDs.

11. "Investor CD Claims" means all Stanford International Bank, Ltd. CD Claims and Other Stanford International Bank, Ltd. Claims held by Investor CD Claimants.

12. "Net Loss" means the amount of money paid to Stanford International Bank, Ltd. by an Investor CD Claimant in excess of the amount of money received from Stanford International Bank, Ltd. by the Investor CD Claimant.

13. "Receiver" means Ralph S. Janvey in his capacity as Court-appointed receiver.

14. "Receivership Entities" include, without limitation, Stanford International Bank, Ltd.; Stanford Financial Group Company; Stanford Group Company; Stanford Trust Company; Stanford Capital Management, LLC; Stanford Coins & Bullion, Inc.; and the other entities listed in Exhibit 8 to the Court's May 4, 2012 Bar Date Order [Doc. 1584].

15. "Receivership Assets" means the assets, monies, securities, properties, real and personal, tangible and intangible, of whatever kind and description, wherever located, and the legally recognized privileges (with regard to the entities), of the Defendants and all entities they own or control.

16. "Receivership Records" means the books and records, client lists, account statements, financial and accounting documents, computers, computer hard drives, computer disks, internet exchange servers, telephones, personal digital devices and other informational resources of or in possession of the Defendants, or issued by Defendants and in possession of any agent or employee of the Defendants.

17. "Receivership Estate" means the Receivership Assets and Receivership Records.

18. Unless otherwise defined herein, all other capitalized terms have the same meaning as in the Court's May 4, 2012 Bar Date Order [Doc. 1584].

B. Treatment of Claims under the Interim Plan.

1. The Interim Distribution Amount shall be apportioned among Investor CD Claimants on a pro rata basis. Such Investor CD Claimants shall receive payments equal to a percentage (the "Distribution Percentage") of their Allowed Claim Amounts as reflected in their Notices of Determination. The Allowed Claim Amounts shall be based on the Investor CD Claimants' Net Losses. Any future distributions to Investor CD Claimants shall likewise be pro rata based on Investor CD Claimants' Allowed Claim Amounts.

2. The Distribution Percentage equals the Interim Distribution Amount divided by the sum of: (a) all Allowed Claim Amounts for non-deficient Investor CD Claims as of the filing of the Motion (the "Investors' Allowed Claim Amounts"), and (b) the Receiver's estimate of the Allowed Claim Amounts for all Investor CD Claims that are deficient (the "Investors' Deficient Claim Amounts"). The Distribution Percentage can be represented mathematically as:

$$\frac{\textbf{Interim Distribution Amount}}{\textbf{(Investors' Allowed Claim Amounts) + (Investors' Deficient Claim Amounts)}}$$

3. As of January 2, 2012, the aggregate of the Investors' Allowed Claim Amounts equaled $4,237,737,851.75, and the aggregate of the Investors' Deficient Claim Amounts equaled $893,487,080.90. The Distribution Percentage, therefore, is calculated as follows:

$$\frac{\textbf{\$55,000,000.00}}{\textbf{\$5,131,224,932.65}} = \textbf{1\%}$$

4. Investor CD Claimants will receive distributions under the Interim Plan equal to their Allowed Claim Amounts as reflected in their Notices of Determination multiplied by the Distribution Percentage. The amount of a given Investor CD Claimant's interim distribution can be represented mathematically as:

(Particular investor's Allowed Claim Amount) x (Distribution Percentage)

5. If an Investor CD Claimant serves and files a timely objection to a Notice of Determination, the Investor CD Claimant is not disqualified from receiving a distribution under the Interim Plan. However, the Investor CD Claimant shall participate in this interim distribution based initially on the original Allowed Claim Amount in the Notice of Determination. If the Investor CD Claimant ultimately succeeds in increasing the Allowed Claim Amount (either by stipulation with the Receiver or by Court order sustaining the Investor CD Claimant's objection), the claimant shall receive a supplemental payment representing 1% of the difference between the Allowed Claim Amount in the Notice of Determination and the Allowed Claim Amount after final resolution of the claimant's objection.

6. To the extent a claimant receives one or more collateral recoveries, the Receiver may, in his discretion, reduce payments to such a claimant to the extent necessary to ensure that all the Investor CD Claimants are treated similarly with respect to the percentage of their Allowed Claim Amounts they recover from all sources as of the date of the payments. The Receiver shall give any such Claimant written notice of such a reduction and the reasons for same. Any claimant who disputes such a reduction by the Receiver shall serve upon the Receiver within sixty (60) days, but not file, a written objection to the reduction. The Receiver has ten (10) days to respond to the objection. If the Receiver fails to respond or if the dispute otherwise remains unresolved, then the claimant must file the objection with the Court. A claimant must file its objection to the reduction within ninety (90) days of the claimant having received the Receiver's written notice of the reduction. Any objection to a reduction that is not timely filed is waived.

7. Each Investor CD Claimant's interim distribution shall be based solely on his Investor CD Claims and not on his other types of Claims, if any.

8. Nothing in this Order shall preclude future distributions to Investor CD Claimants or other Claimants under a different plan. Nor shall anything in this Order restrict the Receiver's authority to compromise and settle any Claim, or resolve any objection to a determination, at any time, as appropriate, without further order of this Court. [Doc. 1584 at ¶ 7(u).]

C. Execution of the Interim Plan.

1. The distribution under the Interim Plan shall be made from Available Cash only. The distribution process shall begin within ninety (90) days of the Approval Date.

2. The Receiver shall send a notice (the "Certification Notice") to each Investor CD Claimant asking for certification, as a condition of receiving payment, regarding whether they have applied for or received compensation for their claimed losses from sources other than the Receivership and, if so, the amount of such compensation. Investor CD Claimants must provide the necessary certification within sixty (60) days of the date they receive the Certification Notice. The Certification Notice and certification shall be in substantially the same form as Exhibit B to the Receiver's Motion for Approval of Interim Distribution Plan.

3. Payments under the Interim Plan shall be made on a rolling basis as certifications in response to Certification Notices are received and processed. Prior to making a group of payments pursuant to the Interim Plan, the Receiver shall file a schedule of the payments to be made. Each such schedule shall be filed at least ten (10) days prior to the subject payments being made. The schedules shall include claim ID numbers and the amount of the associated payments but shall not contain information from which the individual Investor CD Claimants can be identified.

4. All payments pursuant to the Interim Plan shall be made via check unless otherwise agreed between the Receiver and the Investor CD Claimant(s). If payment is being made to compensate for losses that derive from accounts jointly owned by or otherwise associated with two or more Investor CD Claimants, the check shall be jointly payable to all such Investor CD Claimants and require the full endorsement of all such Investor CD Claimants.

5. Each check shall state on its face that it will be void if not cashed within 180 days from the date of issue. The Investor CD Claimant(s) to whom the check was originally issued may submit a written request for reissuance to the Receiver within 180 days of the original date of issuance of the check. All funds represented by void checks not timely reissued shall revert to the Receivership Estate.

D. No Effect on Third-Party Claims.

1. An Investor CD Claimant's receipt of a payment under this Interim Plan shall not constitute a waiver of the following:

a. any defenses an Investor CD Claimant has or may have against litigation claims asserted or that may be asserted by the Receiver, including but not limited to any rights the Investor CD Claimant has or may have to appeal rulings of the trial court in such cases;

b. any right that an Investor CD Claimant has or may have to pursue claims against former individual Stanford Financial Group financial advisors who were licensed by FINRA, subject to any limitations contained in this Court's prior orders, including but not limited to this Court's Second Amended Receivership Order dated July 19, 2010 [Doc. 1130];

c. any right that an Investor CD Claimant has or may have to pursue claims against persons or entities that are not Receivership Entities as defined herein, subject to any limitations contained in this Court's prior orders, including but not limited to this Court's Second Amended Receivership Order dated July 19, 2010 [Doc. 1130]; or

d. any claims, rights or defenses which the Receiver, or his counsel, agree in a stipulation filed with this Court are not waived by filing of a Proof of Claim.

E. Release.

1. Any Investor CD Claimant who receives a payment pursuant to the Interim Plan shall be deemed to have released the Investor CD Claim(s) for which payment was made to the extent of the payment. Each Investor CD Claimant's Allowed Claim Amount shall be reduced, dollar for dollar, by the total amount received pursuant to the Interim Plan.

Signed on May 30, 2013.

DAVID C. GODBEY
UNITED STATES DISTRICT JUDGE

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release is made and entered into this 6th day of DECEMBER, 2012, at Chicago, Illinois by and between each of the following defined entities and individuals.

PARTIES DEFINED

"TED", as defined herein, refers to and means Ted S. Bernstein an individual residing in Boca Raton, Florida, his heirs, successors and/or assigns.

"PAM", as defined herein, refers to and means Pamela B. Simon an individual residing in Chicago, Illinois, her heirs, successors and/or assigns.

"ELIOT" as defined herein, refers to and means Eliot I. Bernstein, an individual residing in Boca Raton, Florida, his heirs, successors and/or assigns.

"JILL" as defined herein, refers to and means Jill B. Iantoni, an individual residing in Highland Park, Illinois, her heirs, successors and/or assigns.

"LISA" as defined herein, refers to and means Lisa S. Friedstein residing in Highland Park, Illinois, an individual, her heirs, successors and/or assigns.

"ALLY" as defined herein, refers to and means Alexandra L. Bernstein residing in White Plains, New York, an individual, her heirs, successors and/or assigns.

"ERIC" as defined herein, refers to and means Eric D. Bernstein residing in Boca Raton, Florida, an individual, his heirs, successors and/or assigns.

"MICHAEL" as defined herein, refers to and means Michael A. Bernstein residing in Boca Raton, Florida, an individual, his heirs, successors and/or assigns.

"MOLLY" as defined herein, refers to and means Molly N. Simon residing in Chicago Illinois, an individual, her heirs, successors and/or assigns.

"THE ELIOT CHILDREN" as defined herein, refers to and means Joshua, Jacob and Daniel Bernstein residing in Boca Raton, Florida, all individual(s), their heirs, successors and/or assigns.

"THE JILL CHILD" as defined herein, refers to and means Julia Iantoni residing in Highland Park, Illinois, an individual, her heirs, successors and/or assigns.

"THE LISA CHILDREN" as defined herein, refers to and means Max and Carley Friedstein residing in Highland Park, Illinois, an individual(s), both heirs, successors and/or assigns.

DEFINITIONS

"Agreement", as defined herein, refers to and means, this Settlement Agreement and Mutual Release.

"Party" or "Parties", shall refer to and mean an individual defined above whom shall sign on and be bound by this Settlement Agreement, and Parties shall refer to the individuals collectively.

"Trust", as defined herein refers to and means the Simon L. Bernstein Irrevocable Insurance Trust dtd 6/21/95.

RECITAL'S

WHEREAS, the Parties are all of the children and grandchildren of the marriage of Simon L. Bernstein and Shirley Bernstein;

WHEREAS, Simon L. Bernstein established the Trust in 1995 for the benefit of his wife,

Shirley Bernstein, and their children, the Parties;

WHEREAS, Shirley Bernstein predeceased Simon L. Bernstein, and Simon L. Bernstein passed away on September 13, 2012;

WHEREAS, after a diligent search by the Parties, an executed copy of the Trust can not be found;

WHEREAS, the Trust is the beneficiary of life insurance policy number 1009208 issued by Heritage Union Life Insurance Company (the "Insurer") on the life of Simon L. Bernstein (the "Policy");

WHEREAS, the Parties desire to achieve the intent of Simon L. Bernstein on or about the date of the Trust and resolve any and all disputes and controversies that have arisen or may arise regarding the distribution of the death benefit proceeds of the Policy.

WITNESSETH

NOW THEREFORE, in consideration of the following covenants, promises and obligations, as well as other good and valuable consideration, the sufficiency of which is hereby acknowledged; it is agreed by and between the Parties as follows:

COVENANTS

1. TED is appointed and hereby accepts the appointment to act as Trustee of the Trust.
2. That TED, as Trustee, shall open a bank account in the name of the Trust (the "Trust Account").
3. That TED, as Trustee shall deposit or direct the Insurer to deposit the death benefit proceeds of the Policy into the Trust Account.
4. That TED, as Trustee, shall pay expenses of the Trust including the cost of filing a tax return from the proceeds in the Trust Account.
5. That TED, as Trustee, shall distribute all remaining proceeds in the Trust Account equally (in 20% shares) to each of TED, PAM, ELIOT, JILL and LISA.

6. That TED, as Trustee, upon completing the distribution in ¶5 above and the filing of the tax return contemplated in ¶4 above shall close the Trust Account.

7. Upon receipt of the Settlement Agreement executed by all Parties and upon fulfillment of all of the covenants and obligations contained in ¶1 through ¶6 above, TED, PAM, ELIOT, JILL, AND LISA, ALLY, ERIC, MICHAEL, MOLLY, THE ELIOT CHILDREN, THE JILL CHILD AND THE LISA CHILDREN and each of them in their own individual capacity, shall respectively acquit, release, and forever discharge TED, both individually and as Trustee, and each and every other Party from any and all claims, demands, liabilities, obligations, causes and causes of action of whatever kind or nature, known or unknown, suspected or unsuspected by each of them, which each of them now owns or holds or at any time heretofore owned or held as against each other arising out of any matter related to or associated with the Policy and/or the Trust, and without limiting the generality of the foregoing, all claims, demands, liabilities, obligations, causes and causes of action arising out of or in any way connected with: a) the receipt of the death benefit proceeds of the Policy by the Trust; b) arising out of or in any way connected to the operation and management of the Trust, or the actual terms of the Trust in the event it should be located subsequent to the date of this Agreement regardless as to whether all of the covenants and obligations of this Agreement have been executed to completion.

8. All demands and notices given hereunder shall be sent by mail addressed to the respective Parties with a copy to David B. Simon, The Simon Law Firm, 303 E. Wacker Dr., Suite 210, Chicago, IL 60601-5210.

9. The Parties hereby represent to one another that they have full power and authority to enter into this Settlement Agreement and carry out their obligations hereunder. All Parties further represent that this Settlement Agreement has been duly executed and delivered.

10. This Settlement Agreement embodies the entire understanding of the Parties. All prior correspondence, conversations, memoranda and agreements have been merged into and replaced by this Settlement Agreement.

11. If a Party breaches this Settlement Agreement, the breaching Party shall reimburse the non-breaching Parties for all reasonable costs, attorney's fees, and expenses incurred by them in enforcing the terms and provisions of the Settlement Agreement.

12. This Settlement Agreement shall (i) be governed and construed in accordance with the laws of the State of Illinois and all claims or controversies arising out of this Settlement Agreement shall be brought within the exclusive jurisdiction of the State of Illinois; (ii) inure to the benefit of and be binding upon the Parties themselves, as well as their respective heirs, executors, predecessors, successors and assigns.

13. All Parties have been represented by counsel, or have had the opportunity to seek the advice of counsel, and if they have sought counsel then such counsel has reviewed this Settlement Agreement and recommended that their respective clients enter into it.

14. This Settlement Agreement may be executed in one or more counterparts, all of which, when taken together, shall constitute an original. Facsimile signatures of the Parties shall as valid and binding as original signatures.

15. Should any provision contained in this Agreement be deemed illegal or unenforceable as a matter of law, the remainder of this Agreement shall remain binding and continue in full force and effect.

16. The signatories state that they have read and understand this Settlement Agreement and that they intend to be legally bound by the same.

Agreed and accepted this date and year first written above.

TED S. BERNSTEIN

Witness:_____
Address:

PAMELA B. SIMON

Witness:_____
Address:

LISA S. FRIEDSTEIN

Witness:_____
Address:

ERIC BERNSTEIN

Witness:_____
Address:

MOLLY N. SIMON

Witness:_____
Address:

THE JILL CHILD

Jill Iantoni, Parent

Guy Iantoni, Parent

Address:
2101 MAGNOLIA LANE
HIGHLAND PARK, IL 60035

ELIOT I. BERNSTEIN

Witness:_____
Address:

JILL B. IANTONI JILL B. IANTONI

Witness:_____
Address:
2101 MAGNOLIA LANE
HIGHLAND PARK, IL 60035

ALEXANDRA L. BERNSTEIN

Witness:_____
Address:

MICHAEL BERNSTEIN

Witness:_____
Address:

THE ELIOT CHILDREN

Eliot I. Bernstein, Parent

Candace Bernstein, Parent

Address:

THE LISA CHILDREN

Lisa Frendstein, Parent

Jeffrey Friedstein, Parent

Address:

Bernstein, Simon
Estate

DC Debit Card | ATM Teller Withdrawal | AD Automatic Deposit | AP Automatic Payment | BP Online Bill Pay | T Online or Phone Transfer

NUMBER OR CODE	DATE	TRANSACTION DESCRIPTION	PAYMENT, FEE WITHDRAWAL (–) $	✓	FEE	DEPOSIT, CREDIT (+) $	$ BALANCE
101	12/30/12	Tescher & Spallina	$ 25000 00				
~~102~~	~~11/8/12~~	~~Tescher & Spallina~~ VOID	~~962 94~~				
103	12/18	CBIZ MHM LLC Est of Simon Bernstein	2861 25				
104	6/24	Tescher & Spallina	20,000 00				
105	8/21	Mark R. Manceri P.A.	7009 50				
106	8/28	Tescher & Spallina	120000 00				
107	9/17	Mark R. Manceri P.A. Inv d+d Aug 30 2013	1498 00 VOID				

ESTATE OF SIMON L. BERNSTEIN
DONALD R. TESCHER AND
ROBERT L. SPALLINA, CO-PERSONAL REPS
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FL 33431

63-8413 / 2670 5494

108

DATE _____

PAY TO THE ORDER OF _____ $

_____ DOLLARS

Security Features Included. Details on Back.

J.P.Morgan
Founded 1799
JPMorgan Chase Bank, N.A.
Palm Beach, Florida

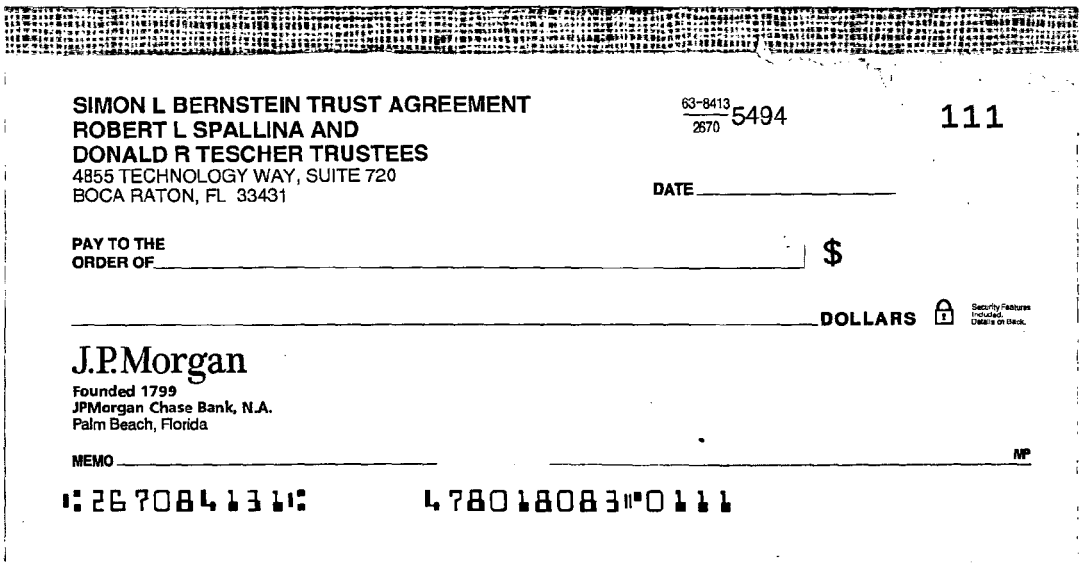
MEMO _____ _____ MP

⑆267084131⑆ 478015220⑈0108

Bernstein, Simon
Trust

DC Debit Card | ATM Teller Withdrawal | AD Automatic Deposit | AP Automatic Payment | BP Online Bill Pay | T Online or PhoneTransfer

NUMBER OR CODE	DATE	TRANSACTION DESCRIPTION	PAYMENT, FEE WITHDRAWAL (-)	✓	FEE	DEPOSIT, CREDIT (+)	$
101	12/18	CBIZ MHM LLC Bernstein Family Investments	$ 8237 60			$	
102	12/18	CBIZ MHM LLC Bernstein Holdings LLC	595 05				
103	12/18	CBIZ MHM LLC Jill Iantoni Family Trust	[illegible] 500.00				
104	12/18	CBIZ MHM LLC Eliot Bernstein Fam Trust	500 00				
105	12/18	CBIZ MHM LLC Lisa Friedstein Family Trust	500 00				
106	10/1	Tescher & Spallina P.A. fees & costs	15,146 12				
107	10/16	Mark R. Manceri PA.	8277 00				
voided 1088 109	11/25	Tescher & Spallina fees & costs.	15,067 06				
110	1/13	IRS United States Treasury Si Bernstein 2012 1040ES	120,000 00				



SIMON L BERNSTEIN TRUST AGREEMENT
ROBERT L SPALLINA AND
DONALD R TESCHER TRUSTEES
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FL 33431

63-8413/2670 5494

111

DATE _____

PAY TO THE ORDER OF _____ $

_____ DOLLARS

Security Features Included. Details on Back.

J.P.Morgan
Founded 1799
JPMorgan Chase Bank, N.A.
Palm Beach, Florida

MEMO _____

_____ MP

⑆267084131⑆ 4780180833⑈0111

Law Offices of
STEVEN I. GREENWALD, P.A.
Boca Palm Professional Plaza
6971 North Federal Highway
Suite 105
Boca Raton, Florida 33487

e-mail: sigreenwaldlaw@att.net

Phone: 561.994.5560 ext 101
Fax: 561.994.5629

February 12, 2014

Robert Spallina, Esq.
Tescher & Spallina, PA
4855 Technology Way
Suite 720
Boca Raton, FL 33431

Re: Estate of Simon Bernstein

Dear Robert:

Hope you are well. I was wondering if you might be able to shed some light on if and when I might get paid on the attached invoice?

Best wishes.

Very truly yours,

All the best,
SIG

Steven I. Greenwald
SIG:smm
Enclosure

Law Offices of
STEVEN I. GREENWALD, P.A.
Boca Palm Professional Plaza
6971 North Federal Highway
Suite 105
Boca Raton, Florida 33487

e-mail: sigreenwaldlaw@att.net

Phone: 561.994.5560 ext 101
Fax: 561.994.5629

August 8, 2012

Mr. Simon Bernstein
950 Peninsula Corporate Circle
Suite 3010
Boca Raton, FL 33487

STATEMENT

FOR PROFESSIONAL SERVICES RENDERED

Attorney's Fees		$825.00*
Formation of Telenet Systems, LLC		
Office consultations with client on August 2, 2012 and August 6, 2012; preparation of Articles of Organization for Telenet Systems, LLC		
Costs		
Filing fee to Secretary of State	$125.00	
UPS courier to Secretary of State	$ 27.61	
Total Costs Due		$ 152.61
Total amount due		**$ 977.61**

**reduced accommodation fee per Steven I. Greenwald, Esq.*

Filing # 10033465 Electronically Filed 02/07/2014 01:11:32 PM

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT, IN AND FOR PALM BEACH COUNTY, FLORIDA.

CASE NO. 502012CP004391XXXXSB
CP - Probate

IN RE:

ESTATE OF SIMON L. BERNSTEIN,

_____/

MOTION FOR APPOINTMENT OF CURATOR OR ADMINISTRATOR AD LITEM

COMES NOW Ted S. Bernstein, pursuant to Fla. Prob. R. 5.120, 5.122 and Fla. Stat. §733.501 by and through counsel, and moves this Court to appoint a curator or an administrator ad litem and states that at all times relevant:

1. This motion is for the appointment of an estate fiduciary for the limited purposes of administering the estate until this Court appoints a successor personal representative since the Co-Personal Representatives have resigned. It seeks to have the moving party appointed as such.

2. There is pending litigation which the estate is involved in as well as assets to marshal.

3. It is necessary that the estate be represented.

4.The Decedent, Simon Bernstein, formerly resided at 7020 Lion's Head Lane, Boca Raton, Palm Beach County, Florida, 33496, died on or about September 13, 2012, in Palm Beach County, Florida where venue is proper. His last will was admitted on or about October 2, 2012.

5. Decedent left surviving the following persons as next of kin:

Name	Address	Relationship to Decedent	Age of Minor

Ted S. Bernstein	880 Berkeley Street Boca Raton, FL 33487	Son	
Pamela Beth Simon	950 N. Michigan Avenue Apartment 2603 Chicago, IL 60611	Daughter	
Eliot Bernstein	2753 NW 34th Street Boca Raton, FL 33434	Son	
Jill Iantoni	2101 Magnolia Lane Highland Park, IL 60035	Daughter	
Lisa Friedstein	2142 Churchill Lane Highland Park, IL 60035	Daughter	

6. Co-Personal Representatives Robert L. Spallina and Donald R. Tescher, were entitled to and granted Letters of Administration on or about October 2, 2012, and have petitioned to resign from that role on or about January 16, 2014, without completing the administration of the estate.

7. The nature and approximate value of the assets of the estate is believed to be a promissory note and investments in excess of $ 100,000.

8. The moving party is the most qualified to act and has personal knowledge of the Decedent's assets and the litigation which the estate is involved in. He is also the trustee of the Decedent's revocable trust, which is now irrevocable.

WHEREFORE, the moving party prays that he be appointed curator or administrator ad litem, that he be granted letters or authority, and that this Court provide such further relief as may be just and proper.

Under penalties of perjury, I declare that I have read the foregoing, and the facts alleged are true, to the best of my knowledge and belief.

_____ February _____, 2014

TED BERNSTEIN

CERTIFICATE OF SERVICE

I CERTIFY that a copy of the foregoing has been furnished to parties listed on attached Service List by: □ Facsimile **and** U.S. Mail; X **U.S. Mail**; □ E-mail Electronic Transmission; □ FedEx; □ Hand Delivery this 7th day of February, 2014.

MRACHEK, FITZGERALD, ROSE,
KONOPKA, THOMAS & WEISS, P.A.
505 South Flagler Drive, Suite 600
West Palm Beach, FL 33401
(561) 655-2250 Telephone /(561) 655-5537 Facsimile
e-mail: arose@mrachek-law.com
Attorneys for Ted S. Bernstein

By: _____
Alan B. Rose
Fla. Bar No. 961825

– and –

PANKAUSKI LAW FIRM P.L.L.C.
120 South Olive Avenue, Suite 701
West Palm Beach, FL 33401
Phone: (561) 514-0906
courtfilings@pankauskilawfirm.com
Attorneys for Ted S. Bernstein

By: /s/ John J. Pankauski
John J. Pankauski, Esquire
Florida Bar No.: 0982032
Duane L. Pinnock, Esquire
Florida Bar. No.: 0568139

SERVICE LIST

Ted S. Bernstein
880 Berkeley Street
Boca Raton, FL 33487

Pamela Beth Simon
950 N. Michigan Avenue
Apartment 2603
Chicago, IL 60611

Eliot Bernstein
2753 NW 34th Street
Boca Raton, FL 33434

Jill Iantoni
2101 Magnolia Lane
Highland Park, IL 60035

Lisa Friedstein
2142 Churchill Lane
Highland Park, IL 60035

Alexandra Bernstein
3000 Washington Blvd, Apt 424
Arlington, VA, 22201

Eric Bernstein
2231 Bloods Grove Circle
Delray Beach, Fl 33445

Michael Bernstein
2231 Bloods Grove Circle
Delray Beach, Fl 33445

Matt Logan
2231 Bloods Grove Circle
Delray Beach, Fl 33445

Molly Simon
1731 N. Old Pueblo Drive
Tucson, AZ 85745

Daniel Bernstein, a Minor
c/o Eliot and Candice Bernstein,
His Parents and Natural Guardians
2753 NW 34th Street
Boca Raton, FL 33434

Jacob Bernstein, a Minor
c/o Eliot and Candice Bernstein,
His Parents and Natural Guardians
2753 NW 34th Street
Boca Raton, FL 33434

Joshua Bernstein, a Minor
c/o Eliot and Candice Bernstein,
His Parents and Natural Guardians
2753 NW 34th Street
Boca Raton, FL 33434

Julia Iantoni, a Minor
c/o Guy and Jill Iantoni,
Her Parents and Natural Guardians
2101 Magnolia Lane
Highland Park, IL 60035

Max Friedstein, a Minor
c/o Jeffrey and Lisa Friedstein,
His Parents and Natural Guardians
2142 Churchill Lane
Highland Park, IL 60035

Carley Friedstein, a Minor
c/o Jeffrey and Lisa Friedstein,
Her Parents and Natural Guardians
2142 Churchill Lane
Highland Park, IL 60035

Robert Spallina, Esq.
Tescher & Spallina
Boca Village Corporate Center I
4855 Technology Way
Suite 720
Boca Raton, FL 33431

Donald Tescher, Esq.
Tescher & Spallina
Boca Village Corporate Center I
4855 Technology Way
Suite 720
Boca Raton, FL 33431

Filing # 10033465 Electronically Filed 02/07/2014 01:11:32 PM

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT, IN AND FOR PALM BEACH COUNTY, FLORIDA.

CASE NO. 502012CP004391XXXXSB
CP - Probate

IN RE:

ESTATE OF SIMON L. BERNSTEIN,

_____/

PETITION FOR APPOINTMENT OF SUCCESSOR PERSONAL REPRESENTATIVE

Petitioner, Ted S. Bernstein, alleges:

1. Simon L. Bernstein, who formerly resided at 7020 Lion's Head Lane, Boca Raton, Palm Beach County, Florida, 33496, died on or about September 13, 2012, in Palm Beach County, Florida. His last will was admitted on or about October 2, 2012.

2. Decedent left surviving the following persons as next of kin:

Name	Address	Relationship to Decedent	Age of Minor
Ted S. Bernstein	880 Berkeley Street Boca Raton, FL 33487	Son	
Pamela Beth Simon	950 N. Michigan Avenue Apartment 2603 Chicago, IL 60611	Daughter	
Eliot Bernstein	2753 NW 34th Street Boca Raton, FL 33434	Son	
Jill Iantoni	2101 Magnolia Lane Highland Park, IL 60035	Daughter	

Lisa Friedstein	2142 Churchill Lane Highland Park, IL 60035	Daughter	

3. Co-Personal Representatives Robert L. Spallina and Donald R. Tescher, were granted Letters of Administration on or about October 2, 2012, and have petitioned to resign from that role on or about January 16, 2014, without completing the administration of the estate.

4. Pursuant to Florida Probate Rule 5.430(d) and Fla. Stat. § 733.503, the court must appoint a successor personal representative upon the resignation of a personal representative.

5. A successor Personal Representative is necessary to marshall the assets and to participate in pending litigation. Petitioner requests, and is duly qualified, to be appointed as successor personal representative of the estate of decedent. Petitioner is sui juris and is a resident of Palm Beach County, Florida, and has an interest in this Estate as the Decedent's son and as trustee of the Decedent's Revocable Trust. Petitioner is best qualified to serve as successor personal representative. He already serves in a fiduciary capacity as the Successor Personal Representative of the Estate of Shirley Bernstein, which is pending in the same division of this Court. Shirley is the decedent's predeceased spouse, and the Estates were transferred to this Division because there are common and overlapping issues. In addition, Petitioner serves as the Successor Trustee of the Shirley Bernstein Trust, and has been appointed to and has accepted the appointment to serve as Successor Trustee of the Simon Bernstein Trust, into which the Estate's assets pour over. There is no successor personal representative nominated in the will, and it is believed that the Petitioner will have the support of a majority in interest of the person's entitled to the Estate.

6. Petitioner is the most qualified candidate to serve in the role of personal representative for this estate. Because Petitioner already currently serves as Successor PR for Shirley's Estate and as the Successor Trustee of both Trusts (the Shirley Bernstein Trust and the Simon Bernstein Trust), Petitioner already employs counsel and believes that there will be costs efficiencies served by the same lawyers handling both Estates. Also, Petitioner is actively involved in litigation in which claims are asserted against these Trusts and the Estate, and has familiarity with each of the lawsuits in which the estate is involved.

WHEREFORE, Petitioner respectfully requests that upon the resignation of the current Co-Personal Representatives, this Court revoke prior Letters of Administration and rescind any orders of appointment, and that Petitioner be appointed successor personal representative.

Under penalties of perjury, I declare that I have read the foregoing, and the facts alleged are true, to the best of my knowledge and belief.

_____ February _____, 2014
TED BERNSTEIN

CERTIFICATE OF SERVICE

I CERTIFY that a copy of the foregoing has been furnished to parties listed on attached Service List by: □ Facsimile **and** U.S. Mail; □X U.S. Mail; □ E-mail Electronic Transmission; □ FedEx; □ Hand Delivery this 7th day of February, 2014.

MRACHEK, FITZGERALD, ROSE,
KONOPKA, THOMAS & WEISS, P.A.
505 South Flagler Drive, Suite 600
West Palm Beach, FL 33401

(561) 655-2250 Telephone /(561) 655-5537 Facsimile
e-mail: arose@mrachek-law.com
Attorneys for Ted S. Bernstein

By: _____
Alan B. Rose
Fla. Bar No. 961825

– and –

PANKAUSKI LAW FIRM P.L.L.C.
120 South Olive Avenue, Suite 701
West Palm Beach, FL 33401
Phone: (561) 514-0906
courtfilings@pankauskilawfirm.com
Attorneys for Ted S. Bernstein

By: /s/ John J. Pankauski
John J. Pankauski, Esquire
Florida Bar No.: 0982032
Duane L. Pinnock, Esquire
Florida Bar. No.: 0568139

SERVICE LIST

Ted S. Bernstein
880 Berkeley Street
Boca Raton, FL 33487

Pamela Beth Simon
950 N. Michigan Avenue
Apartment 2603
Chicago, IL 60611

Eliot Bernstein
2753 NW 34th Street
Boca Raton, FL 33434

Jill Iantoni
2101 Magnolia Lane
Highland Park, IL 60035

Lisa Friedstein
2142 Churchill Lane
Highland Park, IL 60035

Alexandra Bernstein
3000 Washington Blvd, Apt 424
Arlington, VA, 22201

Eric Bernstein
2231 Bloods Grove Circle
Delray Beach, Fl 33445

Michael Bernstein
2231 Bloods Grove Circle
Delray Beach, Fl 33445

Matt Logan
2231 Bloods Grove Circle
Delray Beach, Fl 33445

Molly Simon
1731 N. Old Pueblo Drive
Tucson, AZ 85745

Daniel Bernstein, a Minor
c/o Eliot and Candice Bernstein,
His Parents and Natural Guardians
2753 NW 34th Street
Boca Raton, FL 33434

Jacob Bernstein, a Minor
c/o Eliot and Candice Bernstein,
His Parents and Natural Guardians
2753 NW 34th Street
Boca Raton, FL 33434

Joshua Bernstein, a Minor
c/o Eliot and Candice Bernstein,
His Parents and Natural Guardians
2753 NW 34th Street
Boca Raton, FL 33434

Julia Iantoni, a Minor
c/o Guy and Jill Iantoni,
Her Parents and Natural Guardians
2101 Magnolia Lane
Highland Park, IL 60035

Max Friedstein, a Minor
c/o Jeffrey and Lisa Friedstein
His Parents and Natural Guardians
2142 Churchill Lane
Highland Park, IL 60035

Carley Friedstein, a Minor
c/o Jeffrey and Lisa Friedstein ,
Her Parents and Natural Guardians
2142 Churchill Lane
Highland Park, IL 60035

Robert Spallina, Esq.
Tescher & Spallina
Boca Village Corporate Center I
4855 Technology Way
Suite 720
Boca Raton, FL 33431

Donald Tescher, Esq.
Tescher & Spallina
Boca Village Corporate Center I
4855 Technology Way
Suite 720
Boca Raton, FL 33431

SEE REVERSE SIDE FOR OPENING INSTRUCTIONS

00004537

SABADELL UNITED BANK, N.A.
5901 MIAMI LAKES DRIVE EAST
MIAMI LAKES FL 33014-6140

FIRST-CLASS MAIL
PRESORTED
U.S. POSTAGE PAID
FIS Output Solutions

IMPORTANT TAX RETURN DOCUMENT ENCLOSED

768D0100004537-1 000

ESTATE OF SIMON L BERNSTEIN
ROBERT L SPALLINA & DONALD R TESCHER CO-
C/O TESCHER & SPALLINA
4855 TECHNOLOGY WAY SUITE 720
BOCA RATON FL 33431

036 LIZFAP1 33431

PRESORTED
FIRST-CLASS

US POSTAGE $00.381
JAN 31 2014
ZIP 55112
0801 1053063

THE UNITED STATES LIFE INSURANCE CO
IN THE CITY OF NEW YORK
2727 A ALLEN PARKWAY
HOUSTON TX 77019

Important Tax Information Enclosed

11773-738

ESTATE OF SIMON L
BERNSTEIN
4855 TECHNOLOGY WAY STE 720
BOCA RATON FL 33431-3351

CC10

TS005845

CBIZ

WEST PALM BCH FL 334
02 JAN 2014
02 1M
0004225461 JAN02 2014
MAILED FROM ZIPCODE 33486

Bernstein Holdings, LLC
c/o Tescher & Spallina, P.A.
Attn: Robert Spallina
4855 Technology Way, Suite 720
Boca Raton, FL 33431

Statement Date *12/31/2013*

33431335195

TS005846

J.P.Morgan

P.O. Box 659732
San Antonio, TX 78265-9751

PRESORTED
FIRST CLASS

PITNEY BOWES
US POSTAGE
$00.38[1]
FEB 03 2014
ZIP 75019
000111
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ESTATE OF SIMON L. BERNSTEIN,
DONALD R. TESCHER AND
ROBERT L. SPALLINA, CO-PERSONAL REPS
C/O DONALD R. TESCHER AND
ROBERT L. SPALLINA
4855 TECHNOLOGY WAY STE 720
BOCA RATON FL 33431-3351

35 AMGPN5B 33431

TS005847

CBIZ

Simon Bernstein Estate (1040)
c/o Tescher & Spallina, P.A.
Attn: Robert Spallina
4855 Technology Way, Suite 720
Boca Raton, FL 33431

Statement Date 1/31/2014

33431$3351 C005

TS005848

Sabadell™

FOR MODERN TIMES, A CLASSIC BANK™

PO Box 5460, Hialeah FL 33014-1460

RETURN SERVICE REQUESTED

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES

02 1M $ 00.38[1]
0008003317 FEB07 2014
MAILED FROM ZIP CODE 33014

*#02/08/2014 MIAMI FL PRSRT 1ST CL

ESTATE OF SIMON L BERNSTEIN
ROBERT L SPALLINA & DONALD R TESCHER CO-
PERSONAL REPRESENTATIVES
C/O TESCHER & SPALLINA
4855 TECHNOLOGY WAY SUITE 720
BOCA RATON FL 33431

ALW-SSB 33431

TS005849

Sabadell

FOR MODERN TIMES. A CLASSIC BANK.

Statement of Account

Last statement: January 03, 2014
This statement: February 05, 2014
Total days in statement period: 33

500-001717-6

Direct inquiries to:
561 750-0075

ESTATE OF SIMON L BERNSTEIN
ROBERT L SPALLINA & DONALD R TESCHER CO-
PERSONAL REPRESENTATIVES
C/O TESCHER & SPALLINA
4855 TECHNOLOGY WAY SUITE 720
BOCA RATON FL 33431

Sabadell United Bank, N.A.
1801 North Military Trail
Boca Raton, FL 33431-6395

0

Summary of Account Balance

Account	Number	Ending Balance
Non Personal Int Checking	500-001717-6	$29,273.41

Non Personal Int Checking

Account number
500-001717-6

Beginning balance	$29,269.44		
Interest paid year to date	$6.90		
Total additions	$3.97	Total subtractions	$-0.00

Date	*Description*	*Additions*	*Subtractions*
02-05	#Interest	3.97	

Daily balances

Date	*Amount*	*Date*	*Amount*	*Date*	*Amount*
01-03	29,269.44	02-05	29,273.41		

J.P.Morgan

P.O. Box 659732
San Antonio, TX 78265-9751

PRESORTED
FIRST CLASS

PITNEY BOWES
US POSTAGE
$00.38[1]
FEB 03 2014
ZIP 75019
000111
21 3004796

00000279 DPI 021 161 03214 NNNNNNNNNNN P 1 000000000 60 0000

SIMON L BERNSTEIN TRUST AGREEMENT,
ROBERT L SPALLINA AND DONALD R
TESCHER TRUSTEES
4855 TECHNOLOGY WAY
SUITE 720
BOCA RATON FL 33431-3351

035 L1ZVA5B 33431

TS005851

LAW OFFICES
TESCHER & SPALLINA

BOCA VILLAGE CORPORATE CENTER I
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FLORIDA 33431

7010 1870 0001 8551 2088

WEST HALM BCH FL 334
★ ★ ★
DEC 2013
2841 $ 06.11 0
6638
BOCA RATON, FL
PB8678131
DEC 27 13
33431

Ted S. Bernstein
880 Berkeley Street
Boca Raton, FL 33487

NIXIE 333 5E 1009 0001/25/14
RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD
BC: 33431335195 *0475-03942-28-40

33431@3351
33487245080

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Ted S. Bernstein
880 Berkeley Street
Boca Raton FL 33487

Bernstein, Simon Amended Inventory

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number
(Transfer from service label) 7010 1870 0001 8551 2088

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

Law Offices of
STEVEN I. GREENWALD, P.A.
Boca Palm Professional Plaza
6971 North Federal Highway
Suite 105
Boca Raton, Florida 33487

e-mail: sigreenwaldlaw@att.net

Phone: 561.994.5560 ext 101
Fax: 561.994.5629

October 14, 2013

Robert Spallina, Esq.
Tescher & Spallina, PA
4855 Technology Way
Suite 720
Boca Raton, FL 33431

Re: Telenet Systems, LLC

Dear Robert::

Just following up to see about payment of the enclosed invoice for Telenet Systems, LLC. Let me know when you have a chance.

Hope all is well.

Best wishes.

Very truly yours,

Steven I. Greenwald
SIG:smm
Enclosure

Law Offices of
STEVEN I. GREENWALD, P.A.
Boca Palm Professional Plaza
6971 North Federal Highway
Suite 105
Boca Raton, Florida 33487

e-mail: sigreenwaldlaw@att.net

Phone: 561.994.5560 ext 101
Fax: 561.994.5629

February 11, 2013

Rebill Date: March 15, 2013
Rebill Date: July 25, 2013
Rebill Date: September 19, 2013
Rebill Date: October 14, 2013

Robert Spallina, Esq.
Personal Representative of the
Estate of Simon Bernstein
Tescher & Spallina, PA
4855 Technology Way
Suite 720
Boca Raton, FL 33431

STATEMENT

FOR PROFESSIONAL SERVICES RENDERED AS OF AUGUST 8, 2012

Attorney's Fees		$825.00*
Formation of Telenet Systems, LLC		
Office consultations with client on August 2, 2012 and August 6, 2012; preparation of Articles of Organization for Telenet Systems, LLC		
Costs		
Filing fee to Secretary of State	$125.00	
UPS courier to Secretary of State	$ 27.61	
Total Costs Due		$ 152.61
Total amount due		**$ 977.61**

**reduced accommodation fee per Steven I. Greenwald, Esq.*

Law Offices of
STEVEN I. GREENWALD, P.A.
Boca Palm Professional Plaza
6971 North Federal Highway
Suite 105
Boca Raton, Florida 33487

e-mail: sigreenwaldlaw@att.net
Phone: 561.994.5560 ext 101
Fax: 561.994.5629

August 8, 2012
Rebill date: Jan. 8, 2013

Mr. Simon Bernstein
950 Peninsula Corporate Circle
Suite 3010
Boca Raton, FL 33487

STATEMENT

FOR PROFESSIONAL SERVICES RENDERED

Attorney's Fees		$825.00*
Formation of Telenet Systems, LLC		
Office consultations with client on August 2, 2012 and August 6, 2012; preparation of Articles of Organization for Telenet Systems, LLC		
Costs		
Filing fee to Secretary of State	$125.00	
UPS courier to Secretary of State	$ 27.61	
Total Costs Due		$ 152.61
Total amount due		**$ 977.61**

**reduced accommodation fee per Steven I. Greenwald, Esq.*

Mark R. Manceri, P.A.

ATTORNEY AND COUNSELOR AT LAW
2929 EAST COMMERCIAL BOULEVARD - SUITE 702
FORT LAUDERDALE, FLORIDA 33308

MARK R. MANCERI

FLORIDA BAR BOARD CERTIFIED
WILLS, TRUSTS AND ESTATES

TELEPHONE (954) 491-7099
FACSIMILE (954) 771-0545

January 24, 2014

FOR SERVICES RENDERED THROUGH DATE OF STATEMENT

Donald R. Tescher, Esq.
Robert L. Spallina, Esq.
Tescher and Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton FL 33431

RE: ESTATE OF SHIRLEY BERNSTEIN
CASE NO.: 502011CP000653XXXXSB

CURRENT CHARGES:

		Hours	*Amount*
01/02/2014	Travel and attendance at Hearing and Meeting; receipt and review e-mails from Eliot Bernstein.	6.00	2,460.00
01/03/2014	Prepare correspondence to Judge Colin; review file; prepare Second Request to Produce; receipt and review e-mail from Eliot Bernstein.	1.00	410.00
01/06/2014	Receipt and review e-mails from Robert Spallina, Esq.; receipt and review e-mails from Ted Bernstein; receipt and review e-mail from Alan Rose, Esq.	0.40	164.00
01/07/2014	Receipt and review e-mail from Ted Bernstein.	0.10	41.00
01/08/2014	Receipt and review e-mails from Alan Rose, Esq.; prepare e-mail to Alan Rose, Esq.; receipt and review e-mail from Robert Spallina, Esq.; prepare e-mail to Robert Spallina, Esq.	0.40	164.00
01/09/2014	Receipt and review e-mail from Ted Bernstein.	0.10	41.00
01/10/2014	Review file; prepare Motion to Withdraw.	0.30	123.00
01/13/2014	Receipt and review Order; prepare Notice of Hearing.	0.20	82.00
01/22/2014	Prepare for 1/23/14 Hearing.	0.30	123.00

		Hours	*Amount*
01/23/2014	Preparation, travel and attendance at hearing.	1.00	410.00
	ATTORNEY'S FEES AT $410.00 PER HOUR:	***9.80***	***$4,018.00***
	ADVANCED CLIENT COSTS:		
	Photocopying Charges		47.00
	Postage		17.00
	TOTAL ADVANCED CLIENT COSTS:		***$64.00***
	TOTAL CURRENT CHARGES:		***$4,082.00***
	PREVIOUS BALANCE		***$21,220.50***
	TOTAL NOW DUE		***$25,302.50***

PLEASE REVIEW THIS STATEMENT CAREFULLY AND COMPLETELY. IF YOU HAVE AN OBJECTION(S) TO ANY ENTRY, YOU ARE TO ADVISE US, IN WRITING, WITHIN TEN (10) DAYS OF YOUR RECEIPT OF THIS STATEMENT. IF WE DO NOT RECEIVE ANY SUCH OBJECTION(S) WE WILL ASSUME THIS STATEMENT MEETS WITH YOUR APPROVAL.

ALL BALANCES DUE MORE THAN THIRTY (30) DAYS WILL ACCRUE INTEREST AT 1.5% PER MONTH
THANK YOU.

Mark R. Manceri, P.A.

ATTORNEY AND COUNSELOR AT LAW
2929 EAST COMMERCIAL BOULEVARD - SUITE 702
FORT LAUDERDALE, FLORIDA 33308

MARK R. MANCERI

FLORIDA BAR BOARD CERTIFIED
WILLS, TRUSTS AND ESTATES

TELEPHONE (954) 491-7099
FACSIMILE (954) 771-0545

January 24, 2014

FOR SERVICES RENDERED THROUGH DATE OF STATEMENT

Donald R. Tescher, Esq.
Robert L. Spallina, Esq.
Tescher and Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton FL 33431

RE: ESTATE OF SIMON BERNSTEIN
CASE NO.: 502012CP004391XXXXSB

CURRENT CHARGES:

		Hours	*Amount*
01/02/2014	Prepare Notice of Cancellation.	0.20	82.00
01/10/2014	Review file; prepare Motion to Withdraw.	0.30	123.00
01/13/2014	Prepare Notice of Hearing.	0.10	41.00
01/22/2014	Prepare for 1/23/14 Hearing.	0.30	123.00
01/23/2014	Preparation, travel and attendance at hearing.	1.00	410.00
	ATTORNEY'S FEES AT $410.00 PER HOUR:	***1.90***	***$779.00***
	ADVANCED CLIENT COSTS:		
	Photocopying Charges		17.00
	Postage		8.00
	Fax Fee/Incoming & Outgoing		3.00
	TOTAL ADVANCED CLIENT COSTS:		***$28.00***
	TOTAL CURRENT CHARGES:		***$807.00***
	PREVIOUS BALANCE		***$2,997.00***

	Amount
TOTAL NOW DUE	*$3,804.00*

PLEASE REVIEW THIS STATEMENT CAREFULLY AND COMPLETELY. IF YOU HAVE AN OBJECTION(S) TO ANY ENTRY, YOU ARE TO ADVISE US, IN WRITING, WITHIN TEN (10) DAYS OF YOUR RECEIPT OF THIS STATEMENT. IF WE DO NOT RECEIVE ANY SUCH OBJECTION(S) WE WILL ASSUME THIS STATEMENT MEETS WITH YOUR APPROVAL.

ALL BALANCES DUE MORE THAN THIRTY (30) DAYS WILL ACCRUE INTEREST AT 1.5% PER MONTH
THANK YOU.

Mark R. Manceri, P.A.

ATTORNEY AND COUNSELOR AT LAW
2929 EAST COMMERCIAL BOULEVARD - SUITE 702
FORT LAUDERDALE, FLORIDA 33308

MARK R. MANCERI

FLORIDA BAR BOARD CERTIFIED
WILLS, TRUSTS AND ESTATES

TELEPHONE (954) 491-7099
FACSIMILE (954) 771-0545

December 31, 2013

FOR SERVICES RENDERED THROUGH DATE OF STATEMENT

Donald R. Tescher, Esq.
Robert L. Spallina, Esq.
Tescher and Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton FL 33431

RE: STANSBURY v. BERNSTEIN, ET.AL.
CASE NO.: 502012CA13933 MB AA

CURRENT CHARGES:

		Hours	*Amount*
12/02/2013	Receipt and review Order; prepare correspondence to Donald Tescher, Esq.; receipt and review Affidavit of Service with Subpoena.	0.40	164.00
12/06/2013	Prepare correspondence to Donald Tescher, Esq.	0.10	41.00
12/12/2013	Receipt and review Plaintiff's Supplemental Response; prepare correspondence to Donald Tescher, Esq.	0.30	123.00
12/13/2013	Receipt and review e-mails from Alan Rose, Esq.; prepare e-mails to Alan Rose, Esq.	0.20	82.00
12/16/2013	Receipt and review e-mails from Alan Rose, Esq.; prepare e-mail to Alan Rose, Esq.	0.20	82.00
12/17/2013	Prepare for deposition of William Stansbury.	1.00	410.00
12/18/2013	Travel and attendance at deposition of William Stansbury.	7.50	3,075.00
12/23/2013	Receipt and review correspondence from Peter Feaman, Esq.	0.10	41.00
12/24/2013	Receipt and review e-mail from Ted Bernstein; receipt and review emails from Peter Feaman Esq.; prepare e-mails to Peter Feaman, Esq.; prepare correspondence to Donald Tescher, Esq.	0.40	164.00

		Hours	*Amount*
12/30/2013	Receipt and review e-mail from Alan Rosen, Esq.	0.10	41.00
	ATTORNEY'S FEES AT $410.00 PER HOUR:	***10.30***	***$4,223.00***
	ADVANCED CLIENT COSTS:		
	Photocopying Charges		264.00
	Postage		3.00
	TOTAL ADVANCED CLIENT COSTS:		***$267.00***
	TOTAL CURRENT CHARGES:		***$4,490.00***
	PREVIOUS BALANCE		***$2,446.00***
12/30/2013	Payment Received: in the amount of $2,446.00. Check No. 509		($2,446.00)
	TOTAL PAYMENTS AND ADJUSTMENTS:		***($2,446.00)***
	TOTAL NOW DUE		***$4,490.00***

PLEASE REVIEW THIS STATEMENT CAREFULLY AND COMPLETELY. IF YOU HAVE AN OBJECTION(S) TO ANY ENTRY, YOU ARE TO ADVISE US, IN WRITING, WITHIN TEN (10) DAYS OF YOUR RECEIPT OF THIS STATEMENT. IF WE DO NOT RECEIVE ANY SUCH OBJECTION(S) WE WILL ASSUME THIS STATEMENT MEETS WITH YOUR APPROVAL.

ALL BALANCES DUE MORE THAN THIRTY (30) DAYS WILL ACCRUE INTEREST AT 1.5% PER MONTH
THANK YOU.

Mark R. Manceri, P.A.

ATTORNEY AND COUNSELOR AT LAW
2929 EAST COMMERCIAL BOULEVARD - SUITE 702
FORT LAUDERDALE, FLORIDA 33308

MARK R. MANCERI

FLORIDA BAR BOARD CERTIFIED
WILLS, TRUSTS AND ESTATES

WEB SITE: WWW.ESTATEPROBATELITIGATION.COM

TELEPHONE (954) 491-7099
FACSIMILE (954) 771-0545

January 3, 2014

Donald Tescher, Esq.
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431

Re: Estate of Shirley Bernstein, Case No.: 50211CP000653XXXXSB

Dear Don:

Enclosed is my Statement for Services Rendered dated December 31, 2013. As the Estate has no significant assets, please forward this Statement to Ted Bernstein in his capacity as Successor Trustee to pay from the assets of the Shirley Bernstein Trust.

Should you have any questions, concerns or comments regarding the foregoing, please do not hesitate to contact me.

Yours truly,

Mark R. Manceri, Esq.

MRM/mmp
Enclosure

Mark R. Manceri, P.A.

ATTORNEY AND COUNSELOR AT LAW
2929 EAST COMMERCIAL BOULEVARD - SUITE 702
FORT LAUDERDALE, FLORIDA 33308

MARK R. MANCERI

FLORIDA BAR BOARD CERTIFIED
WILLS, TRUSTS AND ESTATES

TELEPHONE (954) 491-7099
FACSIMILE (954) 771-0545

December 31, 2013

FOR SERVICES RENDERED THROUGH DATE OF STATEMENT

Donald R. Tescher, Esq.
Robert L. Spallina, Esq.
Tescher and Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton FL 33431

RE: ESTATE OF SHIRLEY BERNSTEIN
CASE NO.: 502011CP000653XXXXSB

CURRENT CHARGES:

		Hours	*Amount*
12/02/2013	Review file; prepare Objections to discovery; prepare Motion to Tax Attorney's Fees and Costs.	0.80	328.00
12/04/2013	Receipt and review e-mails from Ted Bernstein; receipt and review e-mails from Robert Spallina; prepare e-mail to Ted Bernstein.	0.30	123.00
12/05/2013	Telephone conference with Robert Spallina; telephone conference with Ted Bernstein; legal research.	1.00	410.00
12/06/2013	Telephone conference with Robert Spallina; Ted Bernstein; Alan Rose, Esq.; work on Complaint; receipt and review e-mail from Eliot Bernstein; receipt and review e-mail from Ted Bernstein; prepare Motion to Transfer and Consolidate.	3.00	1,230.00
12/16/2013	Receipt and review Pleadings from Eliot Bernstein (Motion for Attorney's Fees; Objections, etc.).	1.00	410.00
12/17/2013	Review file; prepare Request to Produce; receipt and review e-mails from Robert Spallina; receipt and review e-mail from Ted Bernstein; prepare e-mail to Robert Spallina.	1.20	492.00
12/19/2013	Telephone conference with Sherry at Judge Colin's Chambers; prepare Notice of Hearing; telephone conference with Robert Spallina, Esq.; prepare e-mails to Ted Bernstein; prepare correspondence to Donald Tescher,	0.50	205.00

		Hours	*Amount*
	Esq.		
12/23/2013	Receipt and review e-mail from Candice Bernstein; review file.	0.20	82.00
12/26/2013	Telephone conference with Ted Bernstein; receipt and review e-mail from Candice Bernstein.	0.90	369.00
12/30/2013	Receipt and review e-mail from Eliot Bernstein; receipt and review Petition for Instructions; receipt and review e-mails from Ted Bernstein; receipt and review e-mails from Robert Spallina; receipt and review e-mails from Donald Tescher; review file.	0.70	287.00
12/31/2013	Prepare for 1/2/14 Hearing.	0.80	328.00
	ATTORNEY'S FEES AT $410.00 PER HOUR:	***10.40***	***$4,264.00***
	ADVANCED CLIENT COSTS:		
	Photocopying Charges		223.00
	Postage		32.00
	TOTAL ADVANCED CLIENT COSTS:		***$255.00***
	TOTAL CURRENT CHARGES:		***$4,519.00***
	PREVIOUS BALANCE		***$16,701.50***
	TOTAL NOW DUE		***$21,220.50***

PLEASE REVIEW THIS STATEMENT CAREFULLY AND COMPLETELY. IF YOU HAVE AN OBJECTION(S) TO ANY ENTRY, YOU ARE TO ADVISE US, IN WRITING, WITHIN TEN (10) DAYS OF YOUR RECEIPT OF THIS STATEMENT. IF WE DO NOT

RECEIVE ANY SUCH OBJECTION(S) WE WILL ASSUME THIS STATEMENT MEETS WITH YOUR APPROVAL.

ALL BALANCES DUE MORE THAN THIRTY (30) DAYS WILL ACCRUE INTEREST AT 1.5% PER MONTH
THANK YOU.

Mark R. Manceri, P.A.

ATTORNEY AND COUNSELOR AT LAW
2929 EAST COMMERCIAL BOULEVARD - SUITE 702
FORT LAUDERDALE, FLORIDA 33308

MARK R. MANCERI

FLORIDA BAR BOARD CERTIFIED
WILLS, TRUSTS AND ESTATES

TELEPHONE (954) 491-7099
FACSIMILE (954) 771-0545

December 31, 2013

FOR SERVICES RENDERED THROUGH DATE OF STATEMENT

Donald R. Tescher, Esq.
Robert L. Spallina, Esq.
Tescher and Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton FL 33431

RE: ESTATE OF SIMON BERNSTEIN
CASE NO.: 502012CP004391XXXXSB

CURRENT CHARGES:

		Hours	*Amount*
12/06/2013	Review file; legal research; prepare Motion to Transfer; instructions to Legal Assistant.	1.30	533.00
12/09/2013	Receipt and review e-mail from Robert Spallina, Esq.; revise Motion to Transfer; instructions to Legal Assistant; receipt and review e-mails from Ted Bernstein; receipt and review e-mail from Eliot Bernstein.	0.50	205.00
12/10/2013	Telephone conferences with Robert Spallina.	0.40	164.00
	Receipt and review e-mails from Robert Spallina; telephone conferences with Robert Spallina.	0.30	123.00
12/11/2013	Receipt and review e-mails from Robert Spallina; receipt and review e-mail from Ted Bernstein; revise Motion to Transfer; instructions to Legal Assistant.	0.40	164.00
12/12/2013	Revise Motion to Transfer; instructions to Legal Assistant; receipt and review e-mails from Donald Tescher, Esq.; prepare e-mails to Donald Tescher, Esq.; telephone conference with Robert Spallina; prepare Notice of Hearing; prepare correpondence to Judge Colin.	1.50	615.00
12/13/2013	Prepare Notice of Filing; prepare correspondence to Donald Tescher, Esq.	0.30	123.00

		Hours	*Amount*
12/16/2013	Receipt and review e-mail from Robert Spallina; receipt and review e-mail from Ted Bernstein.	0.20	82.00
12/17/2013	Receipt and review e-mail from Eliot Bernstein.	0.50	205.00
12/23/2013	Receipt and review e-mail from Ted Bernstein; prepare e-mail to Ted Bernstein; prepare Re-Notice of Hearing; prepare correspondence to Donald Tescher, Esq.; receipt and review Eliot Bernstein's Objections to Motion to Transfer.	1.20	492.00
12/30/2013	Receipt and review Amended Inventory; receipt and review e-mail from Candice Bernstein.	0.20	82.00
	ATTORNEY'S FEES AT $410.00 PER HOUR:	***6.80***	***$2,788.00***
	ADVANCED CLIENT COSTS:		
	Photocopying Charges		178.00
	Postage		31.00
	TOTAL ADVANCED CLIENT COSTS:		***$209.00***
	TOTAL CURRENT CHARGES:		***$2,997.00***
	TOTAL NOW DUE		***$2,997.00***

PLEASE REVIEW THIS STATEMENT CAREFULLY AND COMPLETELY. IF YOU HAVE AN OBJECTION(S) TO ANY ENTRY, YOU ARE TO ADVISE US, IN WRITING, WITHIN TEN (10) DAYS OF YOUR RECEIPT OF THIS STATEMENT. IF WE DO NOT RECEIVE ANY SUCH OBJECTION(S) WE WILL ASSUME THIS STATEMENT MEETS WITH YOUR APPROVAL.

ALL BALANCES DUE MORE THAN THIRTY (30) DAYS WILL ACCRUE INTEREST AT 1.5% PER MONTH
THANK YOU.

Mark R. Manceri, P.A.

ATTORNEY AND COUNSELOR AT LAW
2929 EAST COMMERCIAL BOULEVARD - SUITE 702
FORT LAUDERDALE, FLORIDA 33308

MARK R. MANCERI

FLORIDA BAR BOARD CERTIFIED
WILLS, TRUSTS AND ESTATES

WEB SITE: WWW.ESTATEPROBATELITIGATION.COM

TELEPHONE (954) 491-7099
FACSIMILE (954) 771-0545

December 23, 2013

Donald Tescher, Esq.
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431

Re: Estate of Simon Bernstein, Case No.: 502012CP004391XXXXSB

Dear Don:

Enclosed is a copy of a Re-Notice of Filing dated December 23, 2013.

Should you have any questions, concerns or comments regarding the foregoing, please do not hesitate to contact me.

Yours truly,

Mark R. Manceri, Esq.

MRM/mmp
Enclosure

IN THE CIRCUIT COURT FOR
PALM BEACH COUNTY, FLORIDA

PROBATE DIVISION
FILE NO.: 502012CP004391XXXXSB
DIVISION: FRENCH

IN RE: ESTATE OF

SIMON BERNSTEIN

Deceased.
_____/

RE-NOTICE OF HEARING
(Cancels Hearing on 12/24/13)
(Motion Calendar)

PLEASE TAKE NOTICE that the matter, as stated below, in the above-styled case, will be heard at the South County Courthouse, 200 West Atlantic Avenue, Court Room 2, Delray Beach, Florida 33444, as follows:

MOTION/MATTER: Motion to Transfer and Consolidate

FILED BY: Mark R. Manceri, Esq.

DATE AND TIME: January 14, 2013 @ 8:45 a.m.

JUDGE: HONORABLE DAVID E. FRENCH

YOU WILL PLEASE GOVERN YOURSELVES ACCORDINGLY.

MARK R. MANCERI, P.A.● 2929 East Commercial Blvd.● Suite 702 ● Fort Lauderdale, FL 33308 ● (954) 491-7099

FILE NO.: 502012CP004391XXXXSB

MARK R. MANCERI, P.A.
Attorney for Donald R. Tescher and Robert L. Spallina, as Co-Personal Representatives
2929 East Commercial Blvd., Suite 702
Ft. Lauderdale, FL 33308
Telephone: (954) 491-7099
E-mail: mrmlaw@comcast.net
mrmlaw1@gmail.com

By: _____
Mark R. Manceri, Esq.
Florida Bar No. 444560

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by e-mail to the designated address(es) and U.S. mail to all parties on the following Service List, this 23rd day of December, 2013.

_____
Mark R. Manceri, Esq.

FILE NO.: 502012CP004391XXXXSB

SERVICE LIST

Peter M. Feaman, Esq.
Peter M. Feaman, P.A.
3615 West Boynton Beach Blvd.
Boynton Beach, Florida 33436

Eliot Bernstein
2753 NW 34th Street
Boca Raton, Florida 33434

Theodore Stuart Bernstein
Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, Florida 33487

Lisa Sue Friedstein
2142 Churchill Lane
Highland Park, IL 60035

Pamela Beth Simon
950 North Michigan Avenue, Suite 2603
Chicago, IL 60611

Jill Iantoni
2101 Magnolia Lane
Highland Park, IL 60035

cc: Empire Legal Reporting

Mark R. Manceri, P.A.

ATTORNEY AND COUNSELOR AT LAW
2929 EAST COMMERCIAL BOULEVARD - SUITE 702
FORT LAUDERDALE, FLORIDA 33308

MARK R. MANCERI

FLORIDA BAR BOARD CERTIFIED
WILLS, TRUSTS AND ESTATES

WEB SITE: WWW.ESTATEPROBATELITIGATION.COM

TELEPHONE (954) 491-7099
FACSIMILE (954) 771-0545

January 9, 2014

Donald R. Tescher, Esq.
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431

Re: Estate of Shirley Bernstein/Eliot Bernstein v. Tescher, et. al.
Case No.: 50211CP000653XXXXSB

Dear Don:

Enclosed is a ***past due*** Statement dated January 8, 2014 from Advantage Messenger and Process. Please remit payment in the amount of $120.00 directly to Advantage Messenger & Process.

Should you have any questions, concerns or comments regarding the foregoing, please do not hesitate to contact me.

Yours truly,

Mark R. Manceri, Esq.

MRM/mmp
Enclosure

Advantage Messenger & Process
7378 W Atlantic Blvd
Ste 113
Margate, FL 33063
Phone: (954) 818-6555
Fax: (954) 597-6850

STATEMENT

1/8/2014

Mark Manceri
Mark R Manceri, PA
2929 E Commercial Blvd
Ste 702
Ft Lauderdale, FL 33308

Phone: (954) 491-7099
Fax: (954) 771-0545

Statement covers Unpaid Invoices through 12/31/2013.

Invoice	Inv. Date	Person Served			Amount	Status
2013003458	**10/10/2013**	**Bernstein, Candice**			**80.00**	**PAST 60**
Eliot Ivan Bernstein, Pro Se Tescher & Spallina, P.A., (and all parties associates and of counsel); Robert L. Spallina; et al						
Service Fee (Local) PERSONAL SERVICE			1.00	80.00	80.00	
2013003459	**10/10/2013**	**Bernstein, Eliot Ivan**			**40.00**	**PAST 60**
Eliot Ivan Bernstein, Pro Se Tescher & Spallina, P.A., (and all parties associates and of counsel); Robert L. Spallina; et al						
Service Fee (Local)			1.00	40.00	40.00	

TOTAL CHARGES:	$120.00
TOTAL PAYMENTS:	$0.00
TOTAL AMOUNT DUE:	**$120.00**

Current: $0.00 Past 30: $0.00 Past 60: $120.00 Past 90: $0.00 Past 120: $0.00

WE ACCEPT CREDIT CARDS

Mark R. Manceri, P.A.

ATTORNEY AND COUNSELOR AT LAW
2929 EAST COMMERCIAL BOULEVARD - SUITE 702
FORT LAUDERDALE, FLORIDA 33308

MARK R. MANCERI

FLORIDA BAR BOARD CERTIFIED
WILLS, TRUSTS AND ESTATES

WEB SITE: WWW.ESTATEPROBATELITIGATION.COM

TELEPHONE (954) 491-7099
FACSIMILE (954) 771-0545

January 21, 2014

Donald R. Tescher, Esq.
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431

Re: Estate of Shirley Bernstein/Eliot Bernstein v. Tescher, et. al.
Case No.: 50211CP000653XXXXSB

Dear Don:

Enclosed is an invoice dated January 15, 2014 from Empire Legal Reporting. Please remit payment in the amount of $110.00 directly to Empire Legal Reporting.

Should you have any questions, concerns or comments regarding the foregoing, please do not hesitate to contact me.

Yours truly,

Mark R. Manceri, Esq.

MRM/mmp
Enclosure

INVOICE

EMPIRE
LEGAL REPORTING
401 E. Las Olas Blvd, Suite 1400
Fort Lauderdale, FL 33301
Phone: 954-241-1010 - Fax 954-241-1011

Invoice No.	Invoice Date	Job No.
11841	1/15/2014	14273
Job Date	**Case No.**	
1/2/2014	50 2011 CP 000653 XXXXSB	
Case Name		
IN RE: THE ESTATE OF SHIRLEY BERNSTEIN		
Payment Terms		
Net 15		

Mark Manceri, Esq.
Law Office of Mark Manceri, P.A.
2929 East Commercial Boulevard
Suite 702
Ft. Lauderdale, FL 33308

TAKEN BUT NOT TRANSCRIBED HEARING BEFORE:
Judge Martin H. Colin

Appearance Fee for Court Reporter	110.00	110.00
TOTAL DUE >>>		**$110.00**

Thank you for your order. You can view our current locations from our website.
www.EmpireLegalSupport.com

Tax ID: 27-0245088 Phone: 954 491 7099 Fax:

Please detach bottom portion and return with payment.

Mark Manceri, Esq.
Law Office of Mark Manceri, P.A.
2929 East Commercial Boulevard
Suite 702
Ft. Lauderdale, FL 33308

Invoice No. : 11841
Invoice Date : 1/15/2014
Total Due : $110.00

Remit To: **Empire Legal Support, Inc.**
401 East Las Olas Boulevard
Suite 1400
Ft. Lauderdale, FL 33301

Job No. : 14273
BU ID : S. Florida
Case No. : 50 2011 CP 000653 XXXXSB
Case Name : IN RE: THE ESTATE OF SHIRLEY BERNSTEIN

Tescher & Spallina, P.A.

4855 Technology Way
Suite 720
Boca Raton, FL 33431
561-997-7008

EIN: 26-1543894

May 31, 2012 Invoice # 11187.001

Simon Bernstein
7020 Lions Head Lane
Boca Raton, FL 33496

In Reference To: Our File No.11187.001
Estate Planning

Professional services

	Amount
FOR LEGAL SERVICES RENDERED through May 31, 2012 in connection with estate planning, including meeting with client to discuss planning and related items; telephone conference with client and children regarding estate planning matters, prepare and review new dispositive documents and discuss same with LAG; send to client with detailed transmittal letter for review.	2,662.50
For professional services rendered	$2,662.50
Previous balance	$1,313.28
Balance due	$3,975.78

Please make all checks payable to *"Tescher & Spallina, P.A."* and indicate your File Number on the check. Do not hesitate to contact us with any questions or difficulties. Thank you for the opportunity to be of service to you.

Tescher & Spallina, P.A.

4855 Technology Way
Suite 720
Boca Raton, FL 33431
561-997-7008

EIN: 26-1543894

August 23, 2012 Invoice # 11187.001

Simon Bernstein
7020 Lions Head Lane
Boca Raton, FL 33496

In Reference To: Our File No.11187.001
Estate Planning

Professional services

	Amount
FOR LEGAL SERVICES RENDERED through July 31, 2012 in connection with estate planning, including meeting with client to finalize planning items; telephone calls and email correspondence with Diana regarding existing insurance matters and status of GC Trust transfers from Oppenheimer to JP Morgan; finalize EP documents and meet with client to execute same.	1,837.50
For professional services rendered	$1,837.50
Previous balance	$3,975.78
8/1/2012 Payment - Thank You, Check No. 207525930	($1,000.00)
Total payments and adjustments	($1,000.00)
Balance due	$4,813.28

Please make all checks payable to *"Tescher & Spallina, P.A."* and indicate your File Number on the check. Do not hesitate to contact us with any questions or difficulties. Thank you for the opportunity to be of service to you.

Tescher & Spallina, P.A.

4855 Technology Way
Suite 720
Boca Raton, FL 33431
561-997-7008

EIN: 26-1543894

October 31, 2012 Invoice # 11187.006

Ted Bernstein
950 Peninsula Corporate Circle
Suite 3010
Boca Raton, FL 33487

In Reference To: Our File No. 11187.006
Estate of Simon L. Bernstein

Professional services

	Amount
Transfer of legal services from Simon Bernstein estate planning file.	4,813.28
For professional services rendered	$4,813.28
Balance due	$4,813.28

Please make all checks payable to *"Tescher & Spallina, P.A."* and indicate your File Number on the check. Do not hesitate to contact us with any questions or difficulties. Thank you for the opportunity to be of service to you.

Tescher & Spallina, P.A.

4855 Technology Way
Suite 720
Boca Raton, FL 33431
561-997-7008

EIN: 26-1543894

November 01, 2012 Invoice # 11187.006

Ted Bernstein
950 Peninsula Corporate Circle
Suite 3010
Boca Raton, FL 33487

In Reference To: Our File No. 11187.006
Estate of Simon L. Bernstein

Professional services

	Amount
Transfer of legal services from Shirley Bernstein Estate file	835.27
For professional services rendered	$835.27
Previous balance	$4,813.28
Balance due	$5,648.55

Please make all checks payable to *"Tescher & Spallina, P.A."* and indicate your File Number on the check. Do not hesitate to contact us with any questions or difficulties. Thank you for the opportunity to be of service to you.

Tescher & Spallina, P.A.

4855 Technology Way
Suite 720
Boca Raton, FL 33431
561-997-7008

EIN: 26-1543894

November 01, 2012 Invoice # 11187.005

Simon Bernstein
7020 Lions Head Lane
Boca Raton, FL 33496

In Reference To: Our File No. 11187.005
Estate of Shirley Bernstein

		Amount
	Previous balance	$835.27
11/1/2012	Write off - transfer balance to Estate of Simon Bernstein	($835.27)
	Total payments and adjustments	($835.27)
	Balance due	$0.00

Please make all checks payable to *"Tescher & Spallina, P.A."* and indicate your File Number on the check. Do not hesitate to contact us with any questions or difficulties. Thank you for the opportunity to be of service to you.

Tescher & Spallina, P.A.

4855 Technology Way
Suite 720
Boca Raton, FL 33431
561-997-7008

EIN: 26-1543894

November 01, 2012 Invoice # 11187.006

Ted Bernstein
950 Peninsula Corporate Circle
Suite 3010
Boca Raton, FL 33487

In Reference To: Our File No. 11187.006
Estate of Simon L. Bernstein

Professional services

	Amount
STATEMENT FOR LEGAL SERVICES RENDERED in connection with final estate planning for Simon Benrstein and closing of Shirley Bernstein Estate.	800.00
For professional services rendered	$800.00
Previous balance	$5,648.55
Balance due	$6,448.55

Please make all checks payable to *"Tescher & Spallina, P.A."* and indicate your File Number on the check. Do not hesitate to contact us with any questions or difficulties. Thank you for the opportunity to be of service to you.

Tescher & Spallina, P.A.

4855 Technology Way
Suite 720
Boca Raton, FL 33431
561-997-7008

EIN: 26-1543894

November 08, 2012 Invoice # 11187.006

Robert Spallina and Donald Tescher,
co-Personal Reprsentativ

4855 Technology Way
Suite 720
Boca Raton, FL 33431

In Reference To: Our File No. 11187.006
Estate of Simon L. Bernstein

Professional services

		Amount
	INITIAL STATEMENT FOR LEGAL SERVICES RENDERED in connection with the Estate of Simon Bernstein.	25,000.00
	For professional services rendered	$25,000.00
	Additional charges:	
9/19/2012	Teleconference with Family	23.00
10/1/2012	Opening Probate Fees and Certified Copies of LOAs	419.00
10/10/2012	Federal Express	32.94
10/16/2012	Publication of Notice to Creditors	194.00
	Publication of Notice of Administration	194.00
	Total costs	$862.94
	Total amount of this bill	$25,862.94
	Previous balance	$6,448.55

		Amount
11/2/2012	Payment - Thank You, Check No. 282490	($6,448.55)
11/2/2012	Payment - Thank You, Check No. 101	($25,000.00)
	Total payments and adjustments	($31,448.55)
	Balance due	$862.94

Please make all checks payable to *"Tescher & Spallina, P.A."* and indicate your File Number on the check. Do not hesitate to contact us with any questions or difficulties. Thank you for the opportunity to be of service to you.

Tescher & Spallina, P.A.

4855 Technology Way
Suite 720
Boca Raton, FL 33431
561-997-7008

EIN: 26-1543894

December 11, 2012 Invoice # 11187.006

Robert Spallina and Donald Tescher,
co-Personal Reprsentativ

4855 Technology Way
Suite 720
Boca Raton, FL 33431

In Reference To: Our File No. 11187.006
Estate of Simon L. Bernstein

Professional services

	Amount
FOR LEGAL SERVICES RENDERED from November 1 through December 15, 2012 in connection with the administration of the Estate of Simon Bernstein, including telephone calls and correspondence with insurance carriers regarding status of claims; telephone calls and email correspondence with family regarding same; telephone calls with Chris Prindle regarding liquidation of equities and possible payoff on loan; discuss same with Ted and liquidation of LLLP; email correspondence and telephone calls with Janet Craig at Oppenheimer Trust regarding Bernstein Family Realty and need to get bills paid; coordinate with Rachel Walker; telephone calls with Ted and Richard Springer regarding meeting with Maritza to turn over her personalty; meeting with Ted regarding miscellaneous estate items and telephone call with Chris Prindle regarding payoff of loan and liquidation of LLLP;' email correspondence with Chris Prindle regarding same; email correspondence with Pam and Scooter regarding settlement agreement for American Heritage proceeds; telephone call with carrier regarding same; prepare letter to carrier regarding open items to pay claims and discussion of lost trust document and need to find alternate solution; prepare inventory and notices to known creditors for probate court.	5,775.00
For professional services rendered	$5,775.00

Additional charges:

10/4/2012	Teleconference Services	57.49

		Amount
11/2/2012	Federal Express	43.71
	Total costs	$101.20
	Total amount of this bill	$5,876.20
	Previous balance	$862.94
11/14/2012	Payment - Thank You, Check No. 282491	($862.94)
	Total payments and adjustments	($862.94)
	Balance due	$5,876.20

Please make all checks payable to *"Tescher & Spallina, P.A."* and indicate your File Number on the check. Do not hesitate to contact us with any questions or difficulties. Thank you for the opportunity to be of service to you.

Tescher & Spallina, P.A.

4855 Technology Way
Suite 720
Boca Raton, FL 33431
561-997-7008

EIN: 26-1543894

February 14, 2013 Invoice # 11187.006

Robert Spallina and Donald Tescher,
co-Personal Reprsentativ
4855 Technology Way
Suite 720
Boca Raton, FL 33431

In Reference To: Our File No. 11187.006
Estate of Simon L. Bernstein

Professional services

	Amount
FOR ORDINARY LEGAL SERVICES AND EXTRAORDINARY LEGAL SERVICES RENDERED in connection with the administration of the Estate of Simon Bernstein related to the 1995 insurance trust including telephone calls with the claims department and legal department regarding the status of the payment of the proceeds and requirements to do same; numerous telephone calls, conferences and email correspondence with all children and Christine Yates regarding options for payment of the proceeds and need for family to work together regarding same; email correspondence and telephone calls with Christine Yates regarding document request regarding representation of Eliot Bernstein and children; prepare package for Christine Yates and send same; telephone calls with Ted Bernstein and Jon Swergold regarding status of Stansbury matters; review related documents including Motion to Dismiss and Order; email correspondence and telephone calls with Peter Feaman regarding substitution of estate in litigation matter and hearing regarding same; discuss with Swergold and email correspondence with family regarding same; telephone calls with Ted and Chris Prindle regarding additional funding for Shirley Trust; email correspondence and telephone calls with Lions Head homeowners association, attorney and club regarding back fees and dues; telephone call and email correspondence with Ted regarding same; review claims filed against the estate and prepare objection to Stansbury claim; telephone calls and email correspondence with Christine Yates regarding promissory note and mortgage on Eliot's home and need to substantiate same; email correspondence with title attorney regarding need for HUD and wire transfer documents;	23,100.00

		Amount
	telephone calls and email correspondence with Chris Prindle and Evan Farrell regarding June 2008 statements proving that funds to purchase home came from Si Bernstein and not the grandchildren's 2006 trusts; send statements, HUD and wires to Christine Yates in resolution of issue.	
	For professional services rendered	$23,100.00
	Additional charges:	
12/21/2012	Teleconference Services	35.67
1/22/2013	Federal Express	15.12
12/24/2013	Federal Express	75.48
	Total costs	$126.27
	Total amount of this bill	$23,226.27
	Previous balance	$5,876.20
12/14/2012	Payment - Thank You, Check No. 282492	($5,876.20)
	Total payments and adjustments	($5,876.20)
	Balance due	$23,226.27

Please make all checks payable to *"Tescher & Spallina, P.A."* and indicate your File Number on the check. Do not hesitate to contact us with any questions or difficulties. Thank you for the opportunity to be of service to you.

Tescher & Spallina, P.A.

4855 Technology Way
Suite 720
Boca Raton, FL 33431
561-997-7008

EIN: 26-1543894

June 24, 2013 Invoice # 11187.006

Robert Spallina and Donald Tescher,
co-Personal Reprsentativ
4855 Technology Way
Suite 720
Boca Raton, FL 33431

In Reference To: Our File No. 11187.006
Estate of Simon L. Bernstein

Professional services

		Amount
	FOR ORDINARY LEGAL SERVICES AND EXTRAORDINARY SERVICES RENDERED from February 1 through June 30 in connection with the administration of the Estate of Simon Bernstein, the Shirley Bernstein Trust and the Simon Bernstein insurance trust.	40,000.00
	For professional services rendered	$40,000.00
	Additional charges:	
2/4/2013	Teleconference Services	20.26
2/8/2013	Teleconference Services	32.84
2/20/2013	Teleconference Services	45.78
4/12/2013	Filing Fees - Annual Report Bernstein Holdings, LLC	138.75
4/26/2013	Federal Express	64.10
	Total costs	$301.73
	Total amount of this bill	$40,301.73

	Amount
Previous balance	$23,226.27
2/15/2013 Payment - Thank You, Check No. 501	($23,226.27)
Total payments and adjustments	($23,226.27)
Balance due	$40,301.73

Please make all checks payable to *"Tescher & Spallina, P.A."* and indicate your File Number on the check. Do not hesitate to contact us with any questions or difficulties. Thank you for the opportunity to be of service to you.

Tescher & Spallina, P.A.

4855 Technology Way
Suite 720
Boca Raton, FL 33431
561-997-7008

EIN: 26-1543894

February 16, 2011 Invoice # 11187.005

Simon Bernstein
7020 Lions Head Lane
Boca Raton, FL 33496

In Reference To: Our File No. 11187.005
Estate of Shirley Bernstein

Professional services

		Amount
	FOR LEGAL SERVICES RENDERED through December 31, 2010 in connection with the Estate of Shirley Bernstein, including meeting with client, review of files and begin preparation of forms to open probate (1 hr. @ $650; 2.3 hrs. @ $500)	1,800.00
	For professional services rendered	$1,800.00
	Additional charges:	
1/24/2011	Filing Fees & Certified Copies - Opening Probate	419.00
	Total costs	$419.00
	Total amount of this bill	$2,219.00
	Balance due	$2,219.00

Please make all checks payable to *"Tescher & Spallina, P.A."* and indicate your File Number on the check. Do not hesitate to contact us with any questions or difficulties. Thank you for the opportunity to be of service to you.

Tescher & Spallina, P.A.

4855 Technology Way
Suite 720
Boca Raton, FL 33431
561-997-7008

EIN: 26-1543894

March 07, 2011 Invoice # 11187.005

Simon Bernstein
7020 Lions Head Lane
Boca Raton, FL 33496

In Reference To: Our File No. 11187.005
Estate of Shirley Bernstein

Professional services

		Amount
	INITIAL INTERIM STATEMENT FOR LEGAL SERVICES RENDERED in connection with the Estate of Shirley Bernstein, including preparation of initial probate documents, conference with client, telephone consultations with client and client representatives, attendance at South Palm Beach County Courthouse, obtain Order Admitting Will to Probate and Letters of Administration, arrange for publication of Notice to Creditors and related initial probate administration matters.	5,000.00
	For professional services rendered	$5,000.00
	Additional charges:	
2/28/2011	Publication of Notice to Creditors	194.00
	Publication of Notice of Administration	194.00
	Total costs	$388.00
	Total amount of this bill	$5,388.00
	Previous balance	$2,219.00

	Amount
3/7/2011 Payment - Thank You, Check No. 102	($1,000.00)
Total payments and adjustments	($1,000.00)
Balance due	$6,607.00

Please make all checks payable to *"Tescher & Spallina, P.A."* and indicate your File Number on the check. Do not hesitate to contact us with any questions or difficulties. Thank you for the opportunity to be of service to you.

Tescher & Spallina, P.A.

4855 Technology Way
Suite 720
Boca Raton, FL 33431
561-997-7008

EIN: 26-1543894

April 07, 2011 Invoice # 11187.005

Simon Bernstein
7020 Lions Head Lane
Boca Raton, FL 33496

In Reference To: Our File No. 11187.005
Estate of Shirley Bernstein

Additional charges:

		Amount
4/5/2011	Certified Mail - Postage	38.78
	Total costs	$38.78
	Previous balance	$6,607.00
3/30/2011	Payment - Thank You, Check No. 6192	($1,000.00)
	Total payments and adjustments	($1,000.00)
	Balance due	$5,645.78

Please make all checks payable to *"Tescher & Spallina, P.A."* and indicate your File Number on the check. Do not hesitate to contact us with any questions or difficulties. Thank you for the opportunity to be of service to you.

Tescher & Spallina, P.A.

4855 Technology Way
Suite 720
Boca Raton, FL 33431
561-997-7008

EIN: 26-1543894

May 05, 2011 Invoice # 11187.005

Simon Bernstein
7020 Lions Head Lane
Boca Raton, FL 33496

In Reference To: Our File No. 11187.005
Estate of Shirley Bernstein

Professional services

	Amount
FOR LEGAL SERVICES RENDERED through April 30, 2011 in connection with the administration of the Estate of Shirley Bernstein, including telephone calls and email correspondence regarding homestead and property tax issues and related items; telephone calls and email correspondence regarding liability of Shirley Bernstein estate for certain medical bills of third parties and related miscellaneous probate matters (2 hrs. @ $500)	1,000.00
For professional services rendered	$1,000.00
Previous balance	$5,645.78
Balance due	$6,645.78

Please make all checks payable to *"Tescher & Spallina, P.A."* and indicate your File Number on the check. Do not hesitate to contact us with any questions or difficulties. Thank you for the opportunity to be of service to you.

Tescher & Spallina, P.A.

4855 Technology Way
Suite 720
Boca Raton, FL 33431
561-997-7008

EIN: 26-1543894

June 02, 2011 Invoice # 11187.005

Simon Bernstein
7020 Lions Head Lane
Boca Raton, FL 33496

In Reference To: Our File No. 11187.005
Estate of Shirley Bernstein

	Amount
Previous balance	$6,645.78
Balance due	$6,645.78

Please make all checks payable to *"Tescher & Spallina, P.A."* and indicate your File Number on the check. Do not hesitate to contact us with any questions or difficulties. Thank you for the opportunity to be of service to you.

Tescher & Spallina, P.A.

4855 Technology Way
Suite 720
Boca Raton, FL 33431
561-997-7008

EIN: 26-1543894

July 06, 2011 Invoice # 11187.005

Simon Bernstein
7020 Lions Head Lane
Boca Raton, FL 33496

In Reference To: Our File No. 11187.005
Estate of Shirley Bernstein

		Amount
	Previous balance	$6,645.78
6/15/2011	Payment - Thank You, Check No. 141787857	($2,000.00)
	Total payments and adjustments	($2,000.00)
	Balance due	$4,645.78

Please make all checks payable to *"Tescher & Spallina, P.A."* and indicate your File Number on the check. Do not hesitate to contact us with any questions or difficulties. Thank you for the opportunity to be of service to you.

Tescher & Spallina, P.A.

4855 Technology Way
Suite 720
Boca Raton, FL 33431
561-997-7008

EIN: 26-1543894

August 09, 2011 Invoice # 11187.005

Simon Bernstein
7020 Lions Head Lane
Boca Raton, FL 33496

In Reference To: Our File No. 11187.005
Estate of Shirley Bernstein

		Amount
	Previous balance	$4,645.78
7/18/2011	Payment - Thank You, Check No. 147510590	($1,000.00)
	Total payments and adjustments	($1,000.00)
	Balance due	$3,645.78

Please make all checks payable to *"Tescher & Spallina, P.A."* and indicate your File Number on the check. Do not hesitate to contact us with any questions or difficulties. Thank you for the opportunity to be of service to you.

Tescher & Spallina, P.A.

4855 Technology Way
Suite 720
Boca Raton, FL 33431
561-997-7008

EIN: 26-1543894

September 13, 2011 Invoice # 11187.005

Simon Bernstein
7020 Lions Head Lane
Boca Raton, FL 33496

In Reference To: Our File No. 11187.005
Estate of Shirley Bernstein

Professional services

	Amount
FOR LEGAL SERVICES RENDERED from May 1 through August 31, 2011 in connection with the administration of the Estate of Shirley Bernstein, including receipt and review of letter and email correspondence from Pam's attorney regarding document request; telephone calls and email correspondence with Pam's attorney regarding her estate planning and request for Shirley's trust; telephone consultation with client regarding same; prepare and file Inventory for Estate and related administration matters (3.3 hrs. @ $500)	1,650.00
For professional services rendered	$1,650.00
Previous balance	$3,645.78
Balance due	$5,295.78

Please make all checks payable to *"Tescher & Spallina, P.A."* and indicate your File Number on the check. Do not hesitate to contact us with any questions or difficulties. Thank you for the opportunity to be of service to you.

Tescher & Spallina, P.A.

4855 Technology Way
Suite 720
Boca Raton, FL 33431
561-997-7008

EIN: 26-1543894

November 09, 2011 Invoice # 11187.005

Simon Bernstein
7020 Lions Head Lane
Boca Raton, FL 33496

In Reference To: Our File No. 11187.005
Estate of Shirley Bernstein

Professional services

	Amount
FOR LEGAL SERVICES RENDERED from September 1 through October 31, 2011 in connection with the administration of the Estate of Shirley Bernstein, including review of probate file and specifically Notice to Creditors and Claims, email correspondence and telephone calls with debt collectors on miscellaneous bills, email correspondence and telephone calls with Diana regarding same, transmittal of proof of payment to debt collectors (1.8 hrs. @ $500; 2 hrs. @ $150)	1,200.00
For professional services rendered	$1,200.00
Previous balance	$5,295.78
9/27/2011 Payment - Thank You, Check No. 157765574	($2,000.00)
Total payments and adjustments	($2,000.00)
Balance due	$4,495.78

Please make all checks payable to *"Tescher & Spallina, P.A."* and indicate your File Number on the check. Do not hesitate to contact us with any questions or difficulties. Thank you for the opportunity to be of service to you.

Tescher & Spallina, P.A.

4855 Technology Way
Suite 720
Boca Raton, FL 33431
561-997-7008

EIN: 26-1543894

December 02, 2011 Invoice # 11187.005

Simon Bernstein
7020 Lions Head Lane
Boca Raton, FL 33496

In Reference To: Our File No. 11187.005
Estate of Shirley Bernstein

		Amount
	Previous balance	$4,495.78
11/22/2011	Payment - Thank You, Check No. 167142178	($1,000.00)
	Total payments and adjustments	($1,000.00)
	Balance due	$3,495.78

Please make all checks payable to *"Tescher & Spallina, P.A."* and indicate your File Number on the check. Do not hesitate to contact us with any questions or difficulties. Thank you for the opportunity to be of service to you.

Tescher & Spallina, P.A.

4855 Technology Way
Suite 720
Boca Raton, FL 33431
561-997-7008

EIN: 26-1543894

March 02, 2012 Invoice # 11187.005

Simon Bernstein
7020 Lions Head Lane
Boca Raton, FL 33496

In Reference To: Our File No. 11187.005
Estate of Shirley Bernstein

		Amount
	Previous balance	$3,495.78
12/21/2011	Payment - Thank You, Check No. 171708517	($3,495.78)
	Total payments and adjustments	($3,495.78)
	Balance due	$0.00

Please make all checks payable to *"Tescher & Spallina, P.A."* and indicate your File Number on the check. Do not hesitate to contact us with any questions or difficulties. Thank you for the opportunity to be of service to you.

Tescher & Spallina, P.A.

4855 Technology Way
Suite 720
Boca Raton, FL 33431
561-997-7008

EIN: 26-1543894

May 31, 2012 Invoice # 11187.005

Simon Bernstein
7020 Lions Head Lane
Boca Raton, FL 33496

In Reference To: Our File No. 11187.005
Estate of Shirley Bernstein

Professional services

		Amount
	FOR LEGAL SERVICES RENDERED through May 31, 2012 to date in connection with the administration of the Estate of Shirley Bernstein, including preparation of estate closing documents and forwarding of same to client for signature.	788.00
	For professional services rendered	$788.00
	Additional charges:	
4/5/2012	Federal Express	16.69
	Total costs	$16.69
	Total amount of this bill	$804.69
	Balance due	$804.69

Tescher & Spallina, P.A.

4855 Technology Way
Suite 720
Boca Raton, FL 33431
561-997-7008

EIN: 26-1543894

July 06, 2012 Invoice # 11187.005

Simon Bernstein
7020 Lions Head Lane
Boca Raton, FL 33496

In Reference To: Our File No. 11187.005
Estate of Shirley Bernstein

Additional charges:

		Amount
5/25/2012	Federal Express	30.58
	Total costs	$30.58
	Previous balance	$804.69
	Balance due	$835.27

Please make all checks payable to *"Tescher & Spallina, P.A."* and indicate your File Number on the check. Do not hesitate to contact us with any questions or difficulties. Thank you for the opportunity to be of service to you.

Tescher & Spallina, P.A.

4855 Technology Way
Suite 720
Boca Raton, FL 33431
561-997-7008

EIN: 26-1543894

September 06, 2012 Invoice # 11187.005

Simon Bernstein
7020 Lions Head Lane
Boca Raton, FL 33496

In Reference To: Our File No. 11187.005
Estate of Shirley Bernstein

	Amount
Previous balance	$835.27
Balance due	$835.27

Please make all checks payable to *"Tescher & Spallina, P.A."* and indicate your File Number on the check. Do not hesitate to contact us with any questions or difficulties. Thank you for the opportunity to be of service to you.

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,

Plaintiff,

vs.

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as Co-Personal Representatives of the ESTATE OF SIMON L. BERNSTEIN and as Co-Trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,

Defendants.
_____/

CIVIL DIVISION

CASE NO: 502012CA013933 MB AA

DIVISION: BLANC

ORDER ON MOTION TO WITHDRAW AS COUNSEL OF RECORD

THIS CAUSE came before the Court on January 28, 2014 on the Motion to Withdraw as Counsel of Record for Donald L. Tescher and Robert L. Spallina, as Co-Personal Representatives of the Estate of Simon Bernstein; and Bernstein Family Realty, LLC, filed by MARK R. MANCERI, P.A. and MARK R. MANCERI, ESQ., and the Court having reviewed the file, heard argument of counsel and being otherwise fully advised in the premises, it is hereupon ORDERED AND ADJUDGED, as follows:

1. The Motion is granted.

2. MARK R. MANCERI, P.A. and MARK R. MANCERI, ESQ. are hereby relieved as counsel of record for Donald L. Tescher and Robert L. Spallina, as Co-Personal Representatives of the Estate of Simon Bernstein; and Bernstein Family Realty, LLC.

3. The Co-Personal Representatives and Bernstein Family Realty, LLC shall have 30

days to obtain new counsel.

4. In the meantime, all future pleadings or documents shall be served upon Donald L. Tescher and Robert L. Spallina, as Co-Personal Representatives of the Estate of Simon Bernstein; and Bernstein Family Realty, LLC, at their last known address:

Donald R. Tescher
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
E-mail: dtescher@tescherspallina.com

Robert L. Spallina
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
E-mail: rspallina@tescherspallina.com

Bernstein Family Realty, LLC
c/o Janet Craig, CTFA, Senior Vice President & Compliance Office
Oppenheimer Trust Company
18 Columbia Turnpike
Florham Park, NJ 07932
E-mail: Janet.Craig@opco.com

DONE AND ORDERED in Chambers, at West Palm Beach, Palm Beach County, Florida, this _____ day of January, 2014.

DATED & SIGNED
JAN 28 2014

PETER D. BLANC
CIRCUIT COURT JUDGE

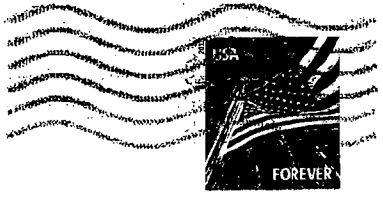
CIRCUIT JUDGE
PETER D. BLANC

Copies furnished to:
Mark R. Manceri, Esq.
Alan B. Rose, Esq.
Peter Feaman, Esq.
Donald R. Tescher, as Co-Per. Rep.
Robert L. Spallina, as Co. Per. Rep.
Bernstein Family Realty, LLC

MARK R. MANCERI, P.A.
2929 EAST COMMERCIAL BOULEVARD • SUITE 702
FORT LAUDERDALE, FLORIDA 33308

JUDGE PETER D. BLANC
PALM BEACH COUNTY COURTHOUSE
205 NORTH DIXIE HIGHWAY
WEST PALM BEACH, FLORIDA 33401

WEST PALM BCH FL 334
31 JAN 2014 PM 1 L



Robert L. Spallina, Co-Personal Representative
4855 Technology Way, Suite 720
Boca Raton, Florida 33431

33431335195

Robert Spallina

From: Thierman, Abigail [aThierman@CBIZ.com]
Sent: Wednesday, December 11, 2013 5:50 PM
To: Robert Spallina
Cc: Messuri, Anthony; DeRosa, Linda
Subject: Estimated Tax Payments for Short Tax Years
Attachments: PPC Key Issue 23F Estimated Payments for Short Tax Years.pdf

Robert,

Thank you for your time this afternoon.

Attached is an excerpt from PPC 1041 Deskbook regarding the estimated tax payment requirements for short tax years. It includes a helpful chart that provides the due dates for estimated tax payments for trusts with short tax years ending December 31.

Please let us know if you have any questions or need any assistance with respect to estimated tax payments for the new trusts created in 2013.

Thanks,

Abby

PS please ignore the yellow highlights (that was just my search term.)

Abigail Thierman, JD, LLM, CPA, CFP® | Senior Tax Manager
CBIZ MHM, LLC
&
Mayer Hoffman McCann P.C.,
An Independent CPA Firm
1675 N. Military Trail, 5th Floor
Boca Raton, Florida 33486
p: 561-922-3058
f: 561-241-0071
e: athierman@cbiz.com

T/C/W
ABB
12/20/13

Bernstein - Form 1040

? Form 1098 - WF
- Mortgage Against 7020 Lionhead

? Form 1099 - WF Checking

? John Hancock - Withdrawals

SS Statement - Deborah

Concepcion Ozuna - Medical Deduction

Medical - ??

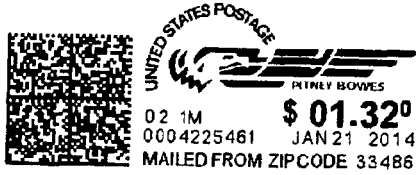
Heritage Union Life

George Flavios

Gary Washington

Phillip Cupid

CBIZ MHM, LLC
1675 N. Military Trail, Fifth Floor ■ Boca Raton, FL 33486



Dana Aranosian
CBIZ MHM LLC
1675 N Military Trail, 5th Floor
Boca Raton, FL 33486

TS005913

CBIZ MHM, LLC
1675 N. Military Trail, Fifth Floor
Boca Raton, FL 33486
Ph: 561.994.5050 ▫ F: 561.241.0071
www.cbizsouthflorida.com

January 21, 2014

Robert Spallina
Bernstein Family Investments, LLP
C/O Tescher & Spallina
4855 Technology Way, Suite 720
Boca Raton, FL 33431

Dear Robert,

CBIZ MHM, LLC ("CBIZ MHM") is pleased to provide Bernstein Family Investments, LLP with professional tax services. This engagement letter, and the attached Terms and Conditions of Services, embodies the entire agreement regarding tax return preparation services to be rendered by CBIZ MHM.

You are providing your primary contact, financial and business information in order to permit CBIZ MHM to offer you tax and business suggestions when CBIZ MHM deems it appropriate or advantageous to you. You confirm that this service, while creating no duty on the part of CBIZ MHM, is a benefit to you that is separate from and in addition to any tax return preparation services. We will prepare the following tax returns for Bernstein Family Investments, LLP for the year ended December 31, 2013 from financial and tax information that you will furnish to us:

- U.S. Return of Partnership Income, Form 1065

While it is our intention to suggest tax and business ideas or services to you, this engagement generally does not include the rendering of any specific tax consulting services. However, we may provide, at your request, limited tax consulting services including, but not limited to, tax projections, responding to inquiries or tax examinations by any governmental agency or tax authority, assisting you in maintaining your accounting and depreciation records, reviewing proposed or completed transactions, or tax research in connection with these matters. These limited consulting services will be subject to the attached Terms and Conditions of Services and our fees for these additional services will be based upon our prevailing hourly rates effective at the time the services are provided, plus administrative and processing charges, unless otherwise agreed to by both parties.

If you ask us to perform other services that are not covered by this, or any other, engagement letter, you agree that any such engagements or services performed as a result of such requests are subject to the attached Terms and Conditions of Services.

We will use professional judgment in resolving questions where the tax law is unclear, or where there may be conflicts between the taxing authorities' interpretations of the law and other supportable positions. Unless otherwise instructed by you, we will resolve such questions in your favor whenever possible. However, there can be no assurance that any tax positions taken will not be challenged. Our tax advice is based on our assumption (without independent verification) that all of the representations and all of the originals, copies, and signatures of documents reviewed by us are accurate, true, and authentic and the law, regulations, cases, rulings, and other tax authority in effect as of the date the services were rendered.

If there are subsequent changes in or to the foregoing tax authorities (for which we shall have no responsibility to advise you), such changes may result in our advice being rendered invalid or necessitate (upon your request) a reconsideration of the advice.

You represent and warrant that the information you are supplying to us is accurate and complete to the best of your knowledge as required for the preparation of complete and accurate tax returns. You should retain all documents that form the basis for the information presented on tax return forms and schedules, elections and disclosures, including proper records to support deductions claimed for meals, entertainment, travel, gifts, charitable contributions, and vehicle use (if applicable). These may be necessary to prove the accuracy and completeness of the returns to taxing authorities. You have the final responsibility for the above tax returns and, therefore, you should review them carefully before you sign them. Please refer to Section D of the attached Terms and Conditions of Services for additional information.

Our fees for these tax services will be based upon our prevailing hourly rates, plus administrative and processing charges. Please refer to Section E of the attached Terms and Conditions of Services for additional information.

If you agree with the terms of our engagement as described in this letter and the attached Terms and Conditions of Services, please sign the enclosed copy of this letter and return it to us. However, if there are any additional tax returns you expect us to prepare, please inform us by noting so at the end of the returned copy of this letter.

We want to thank you for using CBIZ MHM, LLC and look forward to a long and mutually satisfying relationship.

Very truly yours,

CBIZ MHM, LLC

Gerald R. Lewin, CPA
Managing Director

Accepted by: Bernstein Family Investments, LLP

_____ _____
Signature Date

_____
Title

Additional tax returns: _____

_____

_____

Rev 12/6/13

TERMS AND CONDITIONS OF SERVICES

A. Services. These Terms and Conditions of Services and the engagement letter to which these terms are appended constitute the entire agreement between you and CBIZ MHM for the tax services to be rendered (the "Agreement"). As used herein, the term "tax services", includes only the tax services as described in the attached engagement letter. All decisions in connection with the implementation of CBIZ MHM's tax services in connection with this engagement shall be your responsibility.

B. Third Parties and Internal Use. Except as otherwise agreed, all tax services hereunder shall be solely for your internal purposes and use, and this engagement does not create privity between CBIZ MHM and any person or party (a "third party") other than you. This engagement is not intended for the express or implied benefit of any third party. No third party is entitled to rely, in any manner or for any purpose, on the tax services provided by CBIZ MHM. In order to protect CBIZ MHM from any unauthorized reliance or claims, you further agree that the tax services provided by CBIZ MHM shall not be distributed, made available, circulated, or quoted to or used by any third party without the prior written consent of CBIZ MHM. However, nothing in this paragraph shall be construed as limiting or restricting such disclosure for your tax return filing purposes. You agree to hold CBIZ MHM harmless from any claims or liability that may arise out of or result from CBIZ MHM complying with your request to disclose or share your information with third-parties.

C. Confidentiality. To the extent that, in connection with this engagement, CBIZ MHM comes into possession of any information of yours identified as proprietary or confidential, CBIZ MHM will not disclose such information to any third party without your consent, except (a) as may be required by law, regulation, judicial or administrative process, in accordance with applicable professional standards, or in connection with litigation pertaining hereto, or (b) to the extent such information (i) shall have otherwise become publicly available (including, without limitation, any information filed with any governmental agency and available to the public) other than as the result of a disclosure by CBIZ MHM in breach hereof, (ii) is disclosed by you or your personnel to a third party without substantially the same restrictions as set forth herein, (iii) becomes available to CBIZ MHM on a non-confidential basis from a source other than you or your personnel which CBIZ MHM does not believe is prohibited from disclosing such information to CBIZ MHM by obligation to you, (iv) is known by CBIZ MHM prior to its receipt from you without any obligation of confidentiality with respect thereto, or (v) is developed by CBIZ MHM independently of any disclosures made by you or your personnel to CBIZ MHM of such information.

We may disclose the information you provide to us in connection with this engagement ("Information") to Mayer Hoffman McCann P.C. ("MHM PC"), so that MHM PC can provide you with any attest services you have engaged MHM PC to perform. You authorize MHM PC to provide us access to all of your files and accounting, tax, financial and other information in its possession for the purpose of providing all tax services requested.

We may use subcontractors, which may be located outside the U.S., to assist us in the preparation of our clients' tax returns. In order to safeguard the confidentiality of client information, both CBIZ MHM and any subcontractors we may use have established internal policies, procedures and controls designed to

maintain data security and protect privacy. We will not utilize a subcontractor without a written confidentiality agreement in place to prevent the unauthorized release of client information.

We may disclose the Information to any company, or any employee of such company, that is owned or controlled, directly or indirectly, by CBIZ, Inc. ("Affiliate"). We may use the Information for a number of purposes in our efforts to provide you with access to the different types of services offered by our Affiliates, including where appropriate, tax consulting, general business consulting, retirement or estate planning, business succession, asset acquisition or disposition, payroll, benefits, insurance, wealth management and investing, human resources, accounting, valuation, internal audit, mergers and acquisitions, and technology consulting. You have the right to limit the Information you wish to have used or disclosed. We may use the Information to compile lists in order to provide you with tax or business information, newsletters or other correspondence determined from the Information to be relevant to you or your industry, and information on other products or services offered by our Affiliates. If your tax return involves the preparation of Forms K-1, we may provide a copy of Form K-1 to the person described thereon. We may also use and disclose the Information as subsequently requested or directed by you. We will not disclose Information to any person who is not an Affiliate without obtaining a separate consent to such disclosure except (a) as otherwise specifically provided herein, or (b) at your request or direction. Unless you specify otherwise, the consent to the use and disclosure of the Information provided herein will be valid until the statute of limitations to assess any tax by the Internal Revenue Service with respect to the tax return has expired.

D. Client Responsibilities. You are responsible for making all financial records and related information available to us. CBIZ MHM shall be entitled to assume, without independent verification, the accuracy of all representations, assumptions, information and data that you and your representatives provide to CBIZ MHM. All assumptions, representations, information and data to be supplied by you and your representatives will be complete and accurate to the best of your knowledge. CBIZ MHM may use information and data furnished by others; however, CBIZ MHM shall not be responsible for, and CBIZ MHM shall provide no assurance regarding, the accuracy and completeness of any such information or data. Except as specifically provided herein, CBIZ MHM shall not assume any responsibility for any financial reporting with respect to the tax services provided hereunder. You acknowledge and understand that CBIZ MHM is providing no attest services of any kind, scope or nature whatsoever, as part of this engagement. CBIZ MHM shall have no responsibility to address any legal matters or questions of law in connection with this engagement. See section C above for additional information regarding confidentiality.

You shall cooperate with CBIZ MHM in the performance by CBIZ MHM of its tax services hereunder, including, without limitation, providing CBIZ MHM with reasonable facilities and timely access to data, information, and your personnel. You shall be responsible for the performance of your personnel and agents and for the accuracy and completeness of all data and information provided to CBIZ MHM for purposes of the performance by CBIZ MHM of its tax services hereunder.

E. Fees and Payment. Our invoices for these tax services will be rendered each month as work progresses and are payable on presentation. If properly submitted invoices are not paid within 30 days of the invoice date, a late charge may accrue at the lesser of (i) 1% per month or (ii) the highest rate allowable by law. Without limiting its rights or remedies, CBIZ MHM shall have the right to halt or terminate entirely its tax services until full payment is received on such past due invoices. In the case of

nonpayment, you will be liable for any and all costs and fees incurred by CBIZ MHM to collect the fees contemplated herein. The failure of CBIZ MHM to exercise its right to suspend or terminate work shall not constitute a waiver by CBIZ MHM of any right or remedy. In the event of a termination of this engagement pursuant to section F below, you agree to compensate CBIZ MHM for tax services performed and expenses incurred through the effective date of termination. All outstanding bills will be paid in full prior to the release of any information or prior to final product or service delivery, unless other arrangements to pay your bill have been agreed upon. See section P below for additional information regarding Limitation on Damages.

F. Term. This engagement shall conclude on the completion and delivery of CBIZ MHM's tax services hereunder. This engagement may be terminated by either party at any time by giving written notice to the other party not less than 10 business days before the effective date of termination. The following sections of this Agreement will survive completion of the Services or its earlier termination: Confidentiality, Ownership, Dispute Resolution, Fees and Payments, Limitation on Damages, Indemnity and such other provisions of this Agreement which by their nature are intended to survive.

G. General. This Agreement forms the entire agreement between the parties relating to the services, and replaces and supersedes any previous proposals, correspondence, understandings or other communications whether written or oral. This agreement shall be binding on all transferees, successors and assigns of both CBIZ MHM and you. Neither party shall be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control. Each party acknowledges that this was a negotiated contract, and as a result, no part of this contract shall be construed against either party based on drafting of the contract. If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable.

No delay or omission by either party in exercising any right or power shall impair such right or power or be construed to be a waiver. A waiver by either party of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach or of any other covenant. No waiver or discharge shall be valid unless in writing and signed by an authorized representative of the party against whom such waiver or discharge is sought to be enforced.

You acknowledge and agree that you will be solely responsible for any and all applicable sales tax due in connection with the services provided under this Agreement.

It is common practice for professional service firms such as ours, in discussions with prospective clients, to make reference to prior work, and we would like to have the opportunity to do so with respect to this assignment. Unless Client informs CBIZ MHM to the contrary, on completion of this assignment we understand that we will be entitled to make reference to having undertaken it, including a brief description of its objectives, in CBIZ MHM newsletters and publications and discussions with third parties regarding work opportunities.

H. Foreign Financial Account Reporting. Any U.S. citizen or resident (including individuals, corporations, partnerships, trusts and estates) who has a financial interest in, or signature or other authority over, "foreign financial accounts" with an aggregate value exceeding $10,000 at any time during the prior

calendar year, is required to report that relationship to the Internal Revenue Service. Filing requirements also apply to those with direct or indirect control over a foreign or domestic entity with foreign financial accounts, even if the taxpayer does not have foreign financial accounts of its own. Because persons with a financial interest and persons with signature authority are required to submit filings, a single account may require multiple filings. For example, a corporate-owned foreign account would require filings by the corporation and by the individual corporate officers with signature authority.

"Foreign financial accounts", for purposes of this section, are financial accounts located in a foreign jurisdiction and may include, but are not limited to, bank accounts, mutual funds, securities or brokerage accounts, life insurance, credit cards, retirement plans and interests in partnerships, trusts or other pass-through entities having foreign accounts.

These filings must be made by June 30 and the due date of these filings cannot be extended. Failure to disclose the required information to the Internal Revenue Service, even an inadvertent failure, may result in substantial civil and/or criminal penalties.

I. Independent Contractor. It is understood and agreed that each of the parties hereto is an independent contractor and that neither party is, nor shall be considered to be, an agent, partner, joint venturer, or representative of the other. Neither party shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation of behalf of, or in the name of, the other.

J. Employment Offers to Our Personnel. During the term of this Agreement and for a period of one year thereafter, the parties agree not to hire, solicit, or attempt to solicit, whether directly or indirectly, the services of any staff, employee, consultant, or subcontractor of the other party without the prior written consent of that party. Violation of this provision shall, in addition to other relief, require the breaching party to compensate the non-breaching party with 100 percent of the solicited person's annual compensation.

K. Safe Environment. You agree that in any circumstances wherein CBIZ personnel are required to work at any premises or location operated or controlled by you, you will take all actions and precautions necessary to ensure that Client premises are free from all known or reasonably foreseeable safety hazards, and all forms of harassment and discrimination.

L. Property. The workpapers and files which CBIZ MHM generates in connection with this engagement are the property of CBIZ MHM. Upon the termination of this engagement, upon request we will return your original records to you. All CBIZ MHM workpapers and files will be retained pursuant to CBIZ MHM's document retention policy.

M. Electronic Communication. In the interest of facilitating our services to you, we may communicate by facsimile transmission or by sending electronic mail over the Internet. Such communications may include information that is confidential to you. Our firm employs measures in the use of facsimile machines and computer technology designed to maintain data security. While we will use our best efforts to keep such communications secure in accordance with our obligations under applicable laws and professional standards, we have no control over the unauthorized interception of these communications once they have been sent.

N. Governing Law and Severability. These Terms and Conditions of Services, the engagement letter to which these terms are appended, and any and all claims relating to or arising out of this Agreement or related to CBIZ's services, whether sounding in contract, tort, or otherwise, shall be governed by, and construed in accordance with, the laws of the state of Ohio. If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth in this Agreement.

O. Dispute Resolution and Jury Trial Waiver. Because there are inherent difficulties in recalling or preserving information as the period after an engagement increases, you agree that, notwithstanding any applicable statute of limitations, you must file any claim based on this engagement in court within twenty four (24) months after performance of our services under the relevant engagement. This preceding sentence is not applicable to engagements with SEC registrants in which Mayer Hoffman McCann P.C. is the auditor of record.

If any dispute, controversy or claim arises in connection with the performance or breach of this agreement, except with respect to the nonpayment or collection of CBIZ MHM's fees, either party may, upon written notice to the other party, request that the matter be mediated. Such mediation will be conducted by a mediator appointed by and pursuant to the rules of the American Arbitration Association or such other neutral facilitator acceptable to both parties. Both parties will exert their best efforts to discuss with each other in good faith their respective positions in an attempt to finally resolve such dispute or controversy.

Each party may disclose any facts to the other party or to the mediator which it, in good faith, considers necessary to resolve the matter. All such discussions, however, will be for the purpose of assisting in settlement efforts and will not be admissible in any subsequent litigation against the disclosing party. Except as agreed by both parties, the mediator will keep confidential all information disclosed during negotiations. The mediator may not act as a witness for either party in any subsequent arbitration between the parties.

The mediation proceedings will conclude within sixty days from receipt of the written notice unless extended or terminated sooner by mutual consent. Each party will be responsible for its own expenses. The fees and expenses of the mediator, if any, will be borne equally by the parties. If the parties cannot resolve a dispute not related to fees through mediation, either party may pursue action in a court of competent jurisdiction as set forth in Section N of these Terms and Conditions.

If there is a fee dispute you and CBIZ MHM agree to submit all fee disputes to resolution by arbitration in accordance with the rules of the American Arbitration Association. You waive the right to make counterclaims in the arbitration of such fee disputes and such arbitration shall be binding and final, as permitted by the law of the applicable jurisdiction. In agreeing to arbitration, we both acknowledge that in the event of a dispute over fees, each of us is giving up the right to have the dispute decided in a court of law before any judge or jury and instead are accepting the use of arbitration for resolution. Each party will bear its own costs of arbitration and both parties shall share equally the costs of the arbitrators.

Unless otherwise prohibited by law or applicable professional standard each of the parties irrevocably, voluntarily and knowingly waives its right to a jury trial of any claim or cause of action based upon or arising

out of this agreement or any dealings between the parties hereto relating to the subject matter hereof. The scope of this waiver is intended to be all-encompassing. It includes any and all disputes that may be filed in any court and that relate to the subject matter of this agreement, including, but not limited to, contract claims, tort claims, breach of duty claims and all other common law and statutory claims. It also includes any and all such claims that may be brought against CBIZ MHM, CBIZ, Inc., or any of its subsidiaries and any of their respective personnel, current or former.

P. Limitation on Damages. Unless otherwise prohibited by law or applicable professional standard, you agree that CBIZ MHM, any entity related to it and their respective personnel, current or former, shall not be liable to you for any claims, liabilities, or expenses relating to this engagement for an aggregate amount in excess of the fees paid by you to CBIZ MHM pursuant to this engagement, except to the extent finally judicially determined to have resulted from the bad faith or intentional misconduct of CBIZ MHM. Unless otherwise prohibited by law or applicable professional standard, in no event shall CBIZ MHM, any entity related to it or their respective personnel, current or former, be liable for consequential, special, indirect, incidental, punitive, or exemplary losses or damages relating to this engagement. This limitation on liability provision shall apply to the fullest extent of the law, whether in contract, statute, tort (such as negligence), professional standard, or otherwise. This Section P is not applicable to engagements with SEC registrants where Mayer Hoffman McCann P.C. is the auditor of record.

Q. Inherent Conflicts of Interest: CBIZ MHM cannot represent a client when there is a significant risk that the representation of one or more clients will be materially limited by the practitioner's responsibilities to another client (a "conflict of interest"), unless all affected parties waived the conflict of interest in writing. In some very common situations there are inherent potential conflicts of interest between or among clients. For example, an entity, such as a corporation, partnership or limited liability company, has potential conflicts of interest with its respective shareholders, partners or members, board members, officers, management team or employees (collectively "Executives"). Conflicts are present in almost any financial decision of the entity; for example, certain tax elections required to be made by the entity may not benefit all Executives equally, or decisions to make capital improvements, borrow money or admit new owners may have a financial impact on existing Executives. Another example of common inherent conflicts of interest exist between or among estates, trusts or similar entities represented by a fiduciary ("Estate") or a person engaged in succession planning or other disposition of assets ("Grantor"), and the respective primary and contingent beneficiaries ("Beneficiaries"). Tax elections, return positions, or other decisions regarding assets or investments may be required to be made by the Estate, and those elections, positions or decisions may not benefit all Beneficiaries equally. It is common for CBIZ MHM to provide tax advice and prepare tax returns for both entities and their Executives or Beneficiaries. If CBIZ MHM represents any of your Executives or Beneficiaries, you hereby acknowledge such conflicts of interest and agree that CBIZ MHM can advise and prepare tax returns for those Executives or Beneficiaries as well as perform the services described in this engagement letter on your behalf.

R. Limitations on Oral and Email Communication: We may discuss with you our views regarding the tax treatment of certain items and may provide you with tax information in the body of an email. Any advice or information delivered orally or in the body of an email (as opposed to a memorandum delivered as an email attachment) will be based upon limited tax research and a limited discussion and analysis of the underlying facts. Additional research or a more complete review of the facts could affect our analysis and conclusions. Because of these limitations and the related risks, it may not be appropriate to proceed with

any transaction solely on the basis of any oral or email communication, and we will not be liable for any loss, cost, or expense resulting from your decision to rely on any oral or email communication.

S. Indemnification. Unless otherwise prohibited by law or applicable professional standard, you shall indemnify and hold harmless CBIZ MHM and its personnel from and against any causes of action, damages (whether compensatory, consequential, special, indirect, incidental, punitive, exemplary, or of any other type or nature), costs and expenses (including, without limitation, reasonable attorneys' fees and the reasonable time and expenses of CBIZ MHM's personnel involved) brought against or involving CBIZ MHM at any time and in any way arising out of or relating to CBIZ MHM's services under this engagement, except to the extent judicially determined to have resulted from the bad faith, gross negligence, or willful or intentional misconduct of CBIZ MHM's personnel. This provision shall survive the termination of this agreement for any reason, and shall apply to the fullest extent of the law, whether in contract, tort, or otherwise.

If any action or proceeding (any of the foregoing being a "Claim") is threatened or commenced by any third party against CBIZ MHM that you are obligated to defend or indemnify under this Agreement, then written notice thereof shall be given to you as promptly as practicable. After such notice and only so long as CBIZ MHM's and your interests with respect to the claim remain consistent, no conflict exists, and, by your control of the defense, CBIZ MHM's insurance is not voided or otherwise compromised in any way, you shall be entitled, if you so elect in writing within ten days after receipt of such notice, to take control of the defense and investigation of such Claim and to employ and engage attorneys to handle and defend the same, at your sole cost and expense, with the approval of CBIZ MHM, which approval shall not be unreasonably withheld. CBIZ MHM shall cooperate in all reasonable respects with you and your attorneys in the investigation, trial and defense of such Claim and any appeal arising therefrom; provided, however, that CBIZ MHM may, at its own cost and expense, participate, through its attorneys or otherwise, in such investigation, trial and defense of such Claim and any appeal arising therefrom. You shall enter into no settlement of a Claim that involves a remedy other than the payment of money by solely you without the prior consent of CBIZ MHM.

After notice by you to CBIZ MHM of your election to assume full control of the defense of any such Claim, and CBIZ MHM's approval of selected counsel, you shall not be liable to CBIZ MHM for any legal expenses incurred thereafter by CBIZ MHM in connection with the defense of that Claim. If you do not assume full control over the defense of a Claim, then you may participate in such defense, at your sole cost and expense, and CBIZ MHM shall have the right to defend you in such manner as it may deem appropriate, at your cost and expense.

CBIZ MHM, LLC
1675 N. Military Trail, Fifth Floor
Boca Raton, FL 33486
Ph: 561.994.5050 ▫ F: 561.241.0071
www.cbizsouthflorida.com

January 21, 2014

CLIENT'S COPY

Robert Spallina
Bernstein Family Investments, LLP
C/O Tescher & Spallina
4855 Technology Way, Suite 720
Boca Raton, FL 33431

Dear Robert,

CBIZ MHM, LLC ("CBIZ MHM") is pleased to provide Bernstein Family Investments, LLP with professional tax services. This engagement letter, and the attached Terms and Conditions of Services, embodies the entire agreement regarding tax return preparation services to be rendered by CBIZ MHM.

You are providing your primary contact, financial and business information in order to permit CBIZ MHM to offer you tax and business suggestions when CBIZ MHM deems it appropriate or advantageous to you. You confirm that this service, while creating no duty on the part of CBIZ MHM, is a benefit to you that is separate from and in addition to any tax return preparation services. We will prepare the following tax returns for Bernstein Family Investments, LLP for the year ended December 31, 2013 from financial and tax information that you will furnish to us:

- U.S. Return of Partnership Income, Form 1065

While it is our intention to suggest tax and business ideas or services to you, this engagement generally does not include the rendering of any specific tax consulting services. However, we may provide, at your request, limited tax consulting services including, but not limited to, tax projections, responding to inquiries or tax examinations by any governmental agency or tax authority, assisting you in maintaining your accounting and depreciation records, reviewing proposed or completed transactions, or tax research in connection with these matters. These limited consulting services will be subject to the attached Terms and Conditions of Services and our fees for these additional services will be based upon our prevailing hourly rates effective at the time the services are provided, plus administrative and processing charges, unless otherwise agreed to by both parties.

If you ask us to perform other services that are not covered by this, or any other, engagement letter, you agree that any such engagements or services performed as a result of such requests are subject to the attached Terms and Conditions of Services.

We will use professional judgment in resolving questions where the tax law is unclear, or where there may be conflicts between the taxing authorities' interpretations of the law and other supportable positions. Unless otherwise instructed by you, we will resolve such questions in your favor whenever possible. However, there can be no assurance that any tax positions taken will not be challenged. Our tax advice is based on our assumption (without independent verification) that all of the representations and all of the originals, copies, and signatures of documents reviewed by us are accurate, true, and authentic and the law, regulations, cases, rulings, and other tax authority in effect as of the date the services were rendered.

If there are subsequent changes in or to the foregoing tax authorities (for which we shall have no responsibility to advise you), such changes may result in our advice being rendered invalid or necessitate (upon your request) a reconsideration of the advice.

You represent and warrant that the information you are supplying to us is accurate and complete to the best of your knowledge as required for the preparation of complete and accurate tax returns. You should retain all documents that form the basis for the information presented on tax return forms and schedules, elections and disclosures, including proper records to support deductions claimed for meals, entertainment, travel, gifts, charitable contributions, and vehicle use (if applicable). These may be necessary to prove the accuracy and completeness of the returns to taxing authorities. You have the final responsibility for the above tax returns and, therefore, you should review them carefully before you sign them. Please refer to Section D of the attached Terms and Conditions of Services for additional information.

Our fees for these tax services will be based upon our prevailing hourly rates, plus administrative and processing charges. Please refer to Section E of the attached Terms and Conditions of Services for additional information.

If you agree with the terms of our engagement as described in this letter and the attached Terms and Conditions of Services, please sign the enclosed copy of this letter and return it to us. However, if there are any additional tax returns you expect us to prepare, please inform us by noting so at the end of the returned copy of this letter.

We want to thank you for using CBIZ MHM, LLC and look forward to a long and mutually satisfying relationship.

Very truly yours,

CBIZ MHM, LLC

Gerald R. Lewin, CPA
Managing Director

Accepted by: Bernstein Family Investments, LLP

_____ _____
Signature Date

_____
Title

Additional tax returns:_____

_____

_____

Rev 12/6/13

TERMS AND CONDITIONS OF SERVICES

A. Services. These Terms and Conditions of Services and the engagement letter to which these terms are appended constitute the entire agreement between you and CBIZ MHM for the tax services to be rendered (the "Agreement"). As used herein, the term "tax services", includes only the tax services as described in the attached engagement letter. All decisions in connection with the implementation of CBIZ MHM's tax services in connection with this engagement shall be your responsibility.

B. Third Parties and Internal Use. Except as otherwise agreed, all tax services hereunder shall be solely for your internal purposes and use, and this engagement does not create privity between CBIZ MHM and any person or party (a "third party") other than you. This engagement is not intended for the express or implied benefit of any third party. No third party is entitled to rely, in any manner or for any purpose, on the tax services provided by CBIZ MHM. In order to protect CBIZ MHM from any unauthorized reliance or claims, you further agree that the tax services provided by CBIZ MHM shall not be distributed, made available, circulated, or quoted to or used by any third party without the prior written consent of CBIZ MHM. However, nothing in this paragraph shall be construed as limiting or restricting such disclosure for your tax return filing purposes. You agree to hold CBIZ MHM harmless from any claims or liability that may arise out of or result from CBIZ MHM complying with your request to disclose or share your information with third-parties.

C. Confidentiality. To the extent that, in connection with this engagement, CBIZ MHM comes into possession of any information of yours identified as proprietary or confidential, CBIZ MHM will not disclose such information to any third party without your consent, except (a) as may be required by law, regulation, judicial or administrative process, in accordance with applicable professional standards, or in connection with litigation pertaining hereto, or (b) to the extent such information (i) shall have otherwise become publicly available (including, without limitation, any information filed with any governmental agency and available to the public) other than as the result of a disclosure by CBIZ MHM in breach hereof, (ii) is disclosed by you or your personnel to a third party without substantially the same restrictions as set forth herein, (iii) becomes available to CBIZ MHM on a non-confidential basis from a source other than you or your personnel which CBIZ MHM does not believe is prohibited from disclosing such information to CBIZ MHM by obligation to you, (iv) is known by CBIZ MHM prior to its receipt from you without any obligation of confidentiality with respect thereto, or (v) is developed by CBIZ MHM independently of any disclosures made by you or your personnel to CBIZ MHM of such information.

We may disclose the information you provide to us in connection with this engagement ("Information") to Mayer Hoffman McCann P.C. ("MHM PC"), so that MHM PC can provide you with any attest services you have engaged MHM PC to perform. You authorize MHM PC to provide us access to all of your files and accounting, tax, financial and other information in its possession for the purpose of providing all tax services requested.

We may use subcontractors, which may be located outside the U.S., to assist us in the preparation of our clients' tax returns. In order to safeguard the confidentiality of client information, both CBIZ MHM and any subcontractors we may use have established internal policies, procedures and controls designed to

maintain data security and protect privacy. We will not utilize a subcontractor without a written confidentiality agreement in place to prevent the unauthorized release of client information.

We may disclose the Information to any company, or any employee of such company, that is owned or controlled, directly or indirectly, by CBIZ, Inc. ("Affiliate"). We may use the Information for a number of purposes in our efforts to provide you with access to the different types of services offered by our Affiliates, including where appropriate, tax consulting, general business consulting, retirement or estate planning, business succession, asset acquisition or disposition, payroll, benefits, insurance, wealth management and investing, human resources, accounting, valuation, internal audit, mergers and acquisitions, and technology consulting. You have the right to limit the Information you wish to have used or disclosed. We may use the Information to compile lists in order to provide you with tax or business information, newsletters or other correspondence determined from the Information to be relevant to you or your industry, and information on other products or services offered by our Affiliates. If your tax return involves the preparation of Forms K-1, we may provide a copy of Form K-1 to the person described thereon. We may also use and disclose the Information as subsequently requested or directed by you. We will not disclose Information to any person who is not an Affiliate without obtaining a separate consent to such disclosure except (a) as otherwise specifically provided herein, or (b) at your request or direction. Unless you specify otherwise, the consent to the use and disclosure of the Information provided herein will be valid until the statute of limitations to assess any tax by the Internal Revenue Service with respect to the tax return has expired.

D. Client Responsibilities. You are responsible for making all financial records and related information available to us. CBIZ MHM shall be entitled to assume, without independent verification, the accuracy of all representations, assumptions, information and data that you and your representatives provide to CBIZ MHM. All assumptions, representations, information and data to be supplied by you and your representatives will be complete and accurate to the best of your knowledge. CBIZ MHM may use information and data furnished by others; however, CBIZ MHM shall not be responsible for, and CBIZ MHM shall provide no assurance regarding, the accuracy and completeness of any such information or data. Except as specifically provided herein, CBIZ MHM shall not assume any responsibility for any financial reporting with respect to the tax services provided hereunder. You acknowledge and understand that CBIZ MHM is providing no attest services of any kind, scope or nature whatsoever, as part of this engagement. CBIZ MHM shall have no responsibility to address any legal matters or questions of law in connection with this engagement. See section C above for additional information regarding confidentiality.

You shall cooperate with CBIZ MHM in the performance by CBIZ MHM of its tax services hereunder, including, without limitation, providing CBIZ MHM with reasonable facilities and timely access to data, information, and your personnel. You shall be responsible for the performance of your personnel and agents and for the accuracy and completeness of all data and information provided to CBIZ MHM for purposes of the performance by CBIZ MHM of its tax services hereunder.

E. Fees and Payment. Our invoices for these tax services will be rendered each month as work progresses and are payable on presentation. If properly submitted invoices are not paid within 30 days of the invoice date, a late charge may accrue at the lesser of (i) 1% per month or (ii) the highest rate allowable by law. Without limiting its rights or remedies, CBIZ MHM shall have the right to halt or terminate entirely its tax services until full payment is received on such past due invoices. In the case of

nonpayment, you will be liable for any and all costs and fees incurred by CBIZ MHM to collect the fees contemplated herein. The failure of CBIZ MHM to exercise its right to suspend or terminate work shall not constitute a waiver by CBIZ MHM of any right or remedy. In the event of a termination of this engagement pursuant to section F below, you agree to compensate CBIZ MHM for tax services performed and expenses incurred through the effective date of termination. All outstanding bills will be paid in full prior to the release of any information or prior to final product or service delivery, unless other arrangements to pay your bill have been agreed upon. See section P below for additional information regarding Limitation on Damages.

F. Term. This engagement shall conclude on the completion and delivery of CBIZ MHM's tax services hereunder. This engagement may be terminated by either party at any time by giving written notice to the other party not less than 10 business days before the effective date of termination. The following sections of this Agreement will survive completion of the Services or its earlier termination: Confidentiality, Ownership, Dispute Resolution, Fees and Payments, Limitation on Damages, Indemnity and such other provisions of this Agreement which by their nature are intended to survive.

G. General. This Agreement forms the entire agreement between the parties relating to the services, and replaces and supersedes any previous proposals, correspondence, understandings or other communications whether written or oral. This agreement shall be binding on all transferees, successors and assigns of both CBIZ MHM and you. Neither party shall be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control. Each party acknowledges that this was a negotiated contract, and as a result, no part of this contract shall be construed against either party based on drafting of the contract. If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable.

No delay or omission by either party in exercising any right or power shall impair such right or power or be construed to be a waiver. A waiver by either party of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach or of any other covenant. No waiver or discharge shall be valid unless in writing and signed by an authorized representative of the party against whom such waiver or discharge is sought to be enforced.

You acknowledge and agree that you will be solely responsible for any and all applicable sales tax due in connection with the services provided under this Agreement.

It is common practice for professional service firms such as ours, in discussions with prospective clients, to make reference to prior work, and we would like to have the opportunity to do so with respect to this assignment. Unless Client informs CBIZ MHM to the contrary, on completion of this assignment we understand that we will be entitled to make reference to having undertaken it, including a brief description of its objectives, in CBIZ MHM newsletters and publications and discussions with third parties regarding work opportunities.

H. Foreign Financial Account Reporting. Any U.S. citizen or resident (including individuals, corporations, partnerships, trusts and estates) who has a financial interest in, or signature or other authority over, "foreign financial accounts" with an aggregate value exceeding $10,000 at any time during the prior

calendar year, is required to report that relationship to the Internal Revenue Service. Filing requirements also apply to those with direct or indirect control over a foreign or domestic entity with foreign financial accounts, even if the taxpayer does not have foreign financial accounts of its own. Because persons with a financial interest and persons with signature authority are required to submit filings, a single account may require multiple filings. For example, a corporate-owned foreign account would require filings by the corporation and by the individual corporate officers with signature authority.

"Foreign financial accounts", for purposes of this section, are financial accounts located in a foreign jurisdiction and may include, but are not limited to, bank accounts, mutual funds, securities or brokerage accounts, life insurance, credit cards, retirement plans and interests in partnerships, trusts or other pass-through entities having foreign accounts.

These filings must be made by June 30 and the due date of these filings cannot be extended. Failure to disclose the required information to the Internal Revenue Service, even an inadvertent failure, may result in substantial civil and/or criminal penalties.

I. Independent Contractor. It is understood and agreed that each of the parties hereto is an independent contractor and that neither party is, nor shall be considered to be, an agent, partner, joint venturer, or representative of the other. Neither party shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation of behalf of, or in the name of, the other.

J. Employment Offers to Our Personnel. During the term of this Agreement and for a period of one year thereafter, the parties agree not to hire, solicit, or attempt to solicit, whether directly or indirectly, the services of any staff, employee, consultant, or subcontractor of the other party without the prior written consent of that party. Violation of this provision shall, in addition to other relief, require the breaching party to compensate the non-breaching party with 100 percent of the solicited person's annual compensation.

K. Safe Environment. You agree that in any circumstances wherein CBIZ personnel are required to work at any premises or location operated or controlled by you, you will take all actions and precautions necessary to ensure that Client premises are free from all known or reasonably foreseeable safety hazards, and all forms of harassment and discrimination.

L. Property. The workpapers and files which CBIZ MHM generates in connection with this engagement are the property of CBIZ MHM. Upon the termination of this engagement, upon request we will return your original records to you. All CBIZ MHM workpapers and files will be retained pursuant to CBIZ MHM's document retention policy.

M. Electronic Communication. In the interest of facilitating our services to you, we may communicate by facsimile transmission or by sending electronic mail over the Internet. Such communications may include information that is confidential to you. Our firm employs measures in the use of facsimile machines and computer technology designed to maintain data security. While we will use our best efforts to keep such communications secure in accordance with our obligations under applicable laws and professional standards, we have no control over the unauthorized interception of these communications once they have been sent.

N. Governing Law and Severability. These Terms and Conditions of Services, the engagement letter to which these terms are appended, and any and all claims relating to or arising out of this Agreement or related to CBIZ's services, whether sounding in contract, tort, or otherwise, shall be governed by, and construed in accordance with, the laws of the state of Ohio. If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth in this Agreement.

O. Dispute Resolution and Jury Trial Waiver. Because there are inherent difficulties in recalling or preserving information as the period after an engagement increases, you agree that, notwithstanding any applicable statute of limitations, you must file any claim based on this engagement in court within twenty four (24) months after performance of our services under the relevant engagement. This preceding sentence is not applicable to engagements with SEC registrants in which Mayer Hoffman McCann P.C. is the auditor of record.

If any dispute, controversy or claim arises in connection with the performance or breach of this agreement, except with respect to the nonpayment or collection of CBIZ MHM's fees, either party may, upon written notice to the other party, request that the matter be mediated. Such mediation will be conducted by a mediator appointed by and pursuant to the rules of the American Arbitration Association or such other neutral facilitator acceptable to both parties. Both parties will exert their best efforts to discuss with each other in good faith their respective positions in an attempt to finally resolve such dispute or controversy.

Each party may disclose any facts to the other party or to the mediator which it, in good faith, considers necessary to resolve the matter. All such discussions, however, will be for the purpose of assisting in settlement efforts and will not be admissible in any subsequent litigation against the disclosing party. Except as agreed by both parties, the mediator will keep confidential all information disclosed during negotiations. The mediator may not act as a witness for either party in any subsequent arbitration between the parties.

The mediation proceedings will conclude within sixty days from receipt of the written notice unless extended or terminated sooner by mutual consent. Each party will be responsible for its own expenses. The fees and expenses of the mediator, if any, will be borne equally by the parties. If the parties cannot resolve a dispute not related to fees through mediation, either party may pursue action in a court of competent jurisdiction as set forth in Section N of these Terms and Conditions.

If there is a fee dispute you and CBIZ MHM agree to submit all fee disputes to resolution by arbitration in accordance with the rules of the American Arbitration Association. You waive the right to make counterclaims in the arbitration of such fee disputes and such arbitration shall be binding and final, as permitted by the law of the applicable jurisdiction. In agreeing to arbitration, we both acknowledge that in the event of a dispute over fees, each of us is giving up the right to have the dispute decided in a court of law before any judge or jury and instead are accepting the use of arbitration for resolution. Each party will bear its own costs of arbitration and both parties shall share equally the costs of the arbitrators.

Unless otherwise prohibited by law or applicable professional standard each of the parties irrevocably, voluntarily and knowingly waives its right to a jury trial of any claim or cause of action based upon or arising

out of this agreement or any dealings between the parties hereto relating to the subject matter hereof. The scope of this waiver is intended to be all-encompassing. It includes any and all disputes that may be filed in any court and that relate to the subject matter of this agreement, including, but not limited to, contract claims, tort claims, breach of duty claims and all other common law and statutory claims. It also includes any and all such claims that may be brought against CBIZ MHM, CBIZ, Inc., or any of its subsidiaries and any of their respective personnel, current or former.

P. Limitation on Damages. Unless otherwise prohibited by law or applicable professional standard, you agree that CBIZ MHM, any entity related to it and their respective personnel, current or former, shall not be liable to you for any claims, liabilities, or expenses relating to this engagement for an aggregate amount in excess of the fees paid by you to CBIZ MHM pursuant to this engagement, except to the extent finally judicially determined to have resulted from the bad faith or intentional misconduct of CBIZ MHM. Unless otherwise prohibited by law or applicable professional standard, in no event shall CBIZ MHM, any entity related to it or their respective personnel, current or former, be liable for consequential, special, indirect, incidental, punitive, or exemplary losses or damages relating to this engagement. This limitation on liability provision shall apply to the fullest extent of the law, whether in contract, statute, tort (such as negligence), professional standard, or otherwise. This Section P is not applicable to engagements with SEC registrants where Mayer Hoffman McCann P.C. is the auditor of record.

Q. Inherent Conflicts of Interest: CBIZ MHM cannot represent a client when there is a significant risk that the representation of one or more clients will be materially limited by the practitioner's responsibilities to another client (a "conflict of interest"), unless all affected parties waived the conflict of interest in writing. In some very common situations there are inherent potential conflicts of interest between or among clients. For example, an entity, such as a corporation, partnership or limited liability company, has potential conflicts of interest with its respective shareholders, partners or members, board members, officers, management team or employees (collectively "Executives"). Conflicts are present in almost any financial decision of the entity; for example, certain tax elections required to be made by the entity may not benefit all Executives equally, or decisions to make capital improvements, borrow money or admit new owners may have a financial impact on existing Executives. Another example of common inherent conflicts of interest exist between or among estates, trusts or similar entities represented by a fiduciary ("Estate") or a person engaged in succession planning or other disposition of assets ("Grantor"), and the respective primary and contingent beneficiaries ("Beneficiaries"). Tax elections, return positions, or other decisions regarding assets or investments may be required to be made by the Estate, and those elections, positions or decisions may not benefit all Beneficiaries equally. It is common for CBIZ MHM to provide tax advice and prepare tax returns for both entities and their Executives or Beneficiaries. If CBIZ MHM represents any of your Executives or Beneficiaries, you hereby acknowledge such conflicts of interest and agree that CBIZ MHM can advise and prepare tax returns for those Executives or Beneficiaries as well as perform the services described in this engagement letter on your behalf.

R. Limitations on Oral and Email Communication: We may discuss with you our views regarding the tax treatment of certain items and may provide you with tax information in the body of an email. Any advice or information delivered orally or in the body of an email (as opposed to a memorandum delivered as an email attachment) will be based upon limited tax research and a limited discussion and analysis of the underlying facts. Additional research or a more complete review of the facts could affect our analysis and conclusions. Because of these limitations and the related risks, it may not be appropriate to proceed with

any transaction solely on the basis of any oral or email communication, and we will not be liable for any loss, cost, or expense resulting from your decision to rely on any oral or email communication.

S. Indemnification. Unless otherwise prohibited by law or applicable professional standard, you shall indemnify and hold harmless CBIZ MHM and its personnel from and against any causes of action, damages (whether compensatory, consequential, special, indirect, incidental, punitive, exemplary, or of any other type or nature), costs and expenses (including, without limitation, reasonable attorneys' fees and the reasonable time and expenses of CBIZ MHM's personnel involved) brought against or involving CBIZ MHM at any time and in any way arising out of or relating to CBIZ MHM's services under this engagement, except to the extent judicially determined to have resulted from the bad faith, gross negligence, or willful or intentional misconduct of CBIZ MHM's personnel. This provision shall survive the termination of this agreement for any reason, and shall apply to the fullest extent of the law, whether in contract, tort, or otherwise.

If any action or proceeding (any of the foregoing being a "Claim") is threatened or commenced by any third party against CBIZ MHM that you are obligated to defend or indemnify under this Agreement, then written notice thereof shall be given to you as promptly as practicable. After such notice and only so long as CBIZ MHM's and your interests with respect to the claim remain consistent, no conflict exists, and, by your control of the defense, CBIZ MHM's insurance is not voided or otherwise compromised in any way, you shall be entitled, if you so elect in writing within ten days after receipt of such notice, to take control of the defense and investigation of such Claim and to employ and engage attorneys to handle and defend the same, at your sole cost and expense, with the approval of CBIZ MHM, which approval shall not be unreasonably withheld. CBIZ MHM shall cooperate in all reasonable respects with you and your attorneys in the investigation, trial and defense of such Claim and any appeal arising therefrom; provided, however, that CBIZ MHM may, at its own cost and expense, participate, through its attorneys or otherwise, in such investigation, trial and defense of such Claim and any appeal arising therefrom. You shall enter into no settlement of a Claim that involves a remedy other than the payment of money by solely you without the prior consent of CBIZ MHM.

After notice by you to CBIZ MHM of your election to assume full control of the defense of any such Claim, and CBIZ MHM's approval of selected counsel, you shall not be liable to CBIZ MHM for any legal expenses incurred thereafter by CBIZ MHM in connection with the defense of that Claim. If you do not assume full control over the defense of a Claim, then you may participate in such defense, at your sole cost and expense, and CBIZ MHM shall have the right to defend you in such manner as it may deem appropriate, at your cost and expense.

CBIZ

CBIZ MHM, LLC
1675 N. Military Trail, Fifth Floor ■ Boca Raton, FL 33486

Robert Spallina
Bernstein Family Investments, LLP
c/o Tescher & Spallina
4855 Technology Way, Suite 720
Boca Raton, FL 33431

TS005932

Mark R. Manceri, P.A.

ATTORNEY AND COUNSELOR AT LAW
2929 EAST COMMERCIAL BOULEVARD - SUITE 702
FORT LAUDERDALE, FLORIDA 33308

MARK R. MANCERI

FLORIDA BAR BOARD CERTIFIED
WILLS, TRUSTS AND ESTATES

WEB SITE: WWW.ESTATEPROBATELITIGATION.COM

TELEPHONE (954) 491-7099
FACSIMILE (954) 771-0545

February 24, 2014

Donald R. Tescher, Esq.
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431

Re: Estate of Shirley Bernstein/Eliot Bernstein v. Tescher, et. al.
Case No.: 50211CP000653XXXXSB

Dear Don:

Enclosed is a ***past due*** Statement dated February 22, 2014 from Advantage Messenger & Process. Please remit payment in the total amount of $1,228.35 directly to Empire Legal Reporting.

Should you have any questions, concerns or comments regarding the foregoing, please do not hesitate to contact me.

Yours truly,

Mark R. Manceri, Esq.

MRM/mmp
Enclosure

cc: Robert Spallina, Esq. (w/enclos.)

STATEMENT

EMPIRE
LEGAL REPORTING
401 E. Las Olas Blvd, Suite 1400
Fort Lauderdale, FL 33301
Phone: 954-241-1010 - Fax: 954-241-1011

Account No.	Date
F11347	2/22/2014

Current	30 Days	60 Days
$0.00	$110.00	$110.00
90 Days	**120 Days & Over**	**Total Due**
$314.50	$693.85	**$1,228.35**

Accounts Payable
Law Office of Mark Manceri, P.A.
2929 East Commercial Boulevard
Suite 702
Ft. Lauderdale, FL 33308

Invoice Date	Invoice No.	Balance	Job Date	Witness	Case Name
9/22/2013	10911	693.85	9/13/2013	Judge Martin H. Colin	IN RE: THE ESTATE OF SHIRLEY BERNSTEIN
10/30/2013	11324	205.00	10/28/2013	Judge Martin H. Colin	IN RE: THE ESTATE OF SHIRLEY BERNSTEIN
11/7/2013	11402	109.50	10/28/2013	Judge Martin H. Colin - EXCERPT JUDGE'S RULING	IN RE: THE ESTATE OF SHIRLEY BERNSTEIN
11/26/2013	11568	110.00	11/19/2013	Judge Martin H. Colin	IN RE: THE ESTATE OF SHIRLEY BERNSTEIN
1/15/2014	11841	110.00	1/2/2014	Judge Martin H. Colin	IN RE: THE ESTATE OF SHIRLEY BERNSTEIN

Tax ID: 27-0245088

Phone: 954 491 7099 Fax:

Please detach bottom portion and return with payment.

Accounts Payable
Law Office of Mark Manceri, P.A.
2929 East Commercial Boulevard
Suite 702
Ft. Lauderdale, FL 33308

Account No. : F11347
Date : 2/22/2014

Total Due : $1,228.35

Remit To: **Empire Legal Support, Inc.**
401 East Las Olas Boulevard
Suite 1400
Ft. Lauderdale, FL 33301

INVOICE

EMPIRE
LEGAL REPORTING
401 E. Las Olas Blvd. Suite 1400
Fort Lauderdale, FL 33301
Phone: 954-241-1010 - Fax: 954-241-1011

Invoice No.	Invoice Date	Job No.
10911	9/22/2013	12819
Job Date	**Case No.**	
9/13/2013	50 2011 CP 000653 XXXXSB	
Case Name		
IN RE: THE ESTATE OF SHIRLEY BERNSTEIN		
Payment Terms		
Net 15		

Mark Manceri, Esq.
Law Office of Mark Manceri, P.A.
2929 East Commercial Boulevard
Suite 702
Ft. Lauderdale, FL 33308

ORIGINAL AND 1 CERTIFIED COPY OF TRANSCRIPT OF:

Judge Martin H. Colin	73.00 pages	@	5.95	434.35
5 Day Service Charge for Original & 1 Copy				109.50
Court Reporter Attendance Fee			85.00	85.00
Word Index & Condensed Transcript			15.00	15.00
CD & e-transcript Package			35.00	35.00
Shipping & Handling			15.00	15.00
	TOTAL DUE >>>			**$693.85**

Thank you for your order. You can view our current locations from our website.
www.EmpireLegalSupport.com

(-) Payments/Credits:	0.00
(+) Finance Charges/Debits:	0.00
(=) New Balance:	**$693.85**

Tax ID: 27-0245088

Phone: 954 491 7099 Fax:

Please detach bottom portion and return with payment.

Mark Manceri, Esq.
Law Office of Mark Manceri, P.A.
2929 East Commercial Boulevard
Suite 702
Ft. Lauderdale, FL 33308

Invoice No. : 10911
Invoice Date : 9/22/2013
Total Due : $693.85

Remit To: **Empire Legal Support, Inc.**
401 East Las Olas Boulevard
Suite 1400
Ft. Lauderdale, FL 33301

Job No. : 12819
BU ID : S. Florida
Case No. : 50 2011 CP 000653 XXXXSB
Case Name : IN RE: THE ESTATE OF SHIRLEY BERNSTEIN

INVOICE

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LEGAL REPORTING
401 E. Las Olas Blvd, Suite 1400
Fort Lauderdale, FL 33301
Phone: 954-241-1010 - Fax: 954-241-1011

Invoice No.	Invoice Date	Job No.
11324	10/30/2013	13204
Job Date	**Case No.**	
10/28/2013	50 2011 CP 000653 XXXXSB	
Case Name		
IN RE: THE ESTATE OF SHIRLEY BERNSTEIN		
Payment Terms		
Net 15		

Mark Manceri, Esq.
Law Office of Mark Manceri, P.A.
2929 East Commercial Boulevard
Suite 702
Ft. Lauderdale, FL 33308

TAKEN BUT NOT TRANSCRIBED HEARING BEFORE:		
Judge Martin H. Colin		
Appearance Fee for Court Reporter	110.00	110.00
Court Reporter Appearance - Commencing After Hours	95.00	95.00
TOTAL DUE >>>		**$205.00**

Thank you for your order. You can view our current locations from our website.
www.EmpireLegalSupport.com

(-) Payments/Credits:	0.00
(+) Finance Charges/Debits:	0.00
(=) New Balance:	**$205.00**

Tax ID: 27-0245088 Phone: 954 491 7099 Fax:

Please detach bottom portion and return with payment.

Mark Manceri, Esq.
Law Office of Mark Manceri, P.A.
2929 East Commercial Boulevard
Suite 702
Ft. Lauderdale, FL 33308

Invoice No. : 11324
Invoice Date : 10/30/2013
Total Due : $205.00

Remit To: **Empire Legal Support, Inc.**
401 East Las Olas Boulevard
Suite 1400
Ft. Lauderdale, FL 33301

Job No. : 13204
BU ID : S. Florida
Case No. : 50 2011 CP 000653 XXXXSB
Case Name : IN RE: THE ESTATE OF SHIRLEY BERNSTEIN

INVOICE

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401 E. Las Olas Blvd. Suite 1400
Fort Lauderdale, FL 33301
Phone: 954-241-1010 - Fax 954-241-1011

Invoice No.	Invoice Date	Job No.
11402	11/7/2013	13204
Job Date	**Case No.**	
10/28/2013	50 2011 CP 000653 XXXXSB	
Case Name		
IN RE: THE ESTATE OF SHIRLEY BERNSTEIN		
Payment Terms		
Net 15		

Mark Manceri, Esq.
Law Office of Mark Manceri, P.A.
2929 East Commercial Boulevard
Suite 702
Ft. Lauderdale, FL 33308

ORIGINAL AND 1 CERTIFIED COPY OF TRANSCRIPT OF:				
Judge Martin H. Colin - EXCERPT JUDGE'S RULING	10.00 pages	@	5.95	59.50
e-transcript/pdf Package			35.00	35.00
Shipping & Handling			15.00	15.00
	TOTAL DUE >>>			**$109.50**

Thank you for your order. You can view our current locations from our website.
www.EmpireLegalSupport.com

(-) Payments/Credits:	0.00
(+) Finance Charges/Debits:	0.00
(=) New Balance:	**$109.50**

Tax ID: 27-0245088

Phone: 954 491 7099 Fax:

Please detach bottom portion and return with payment.

Mark Manceri, Esq.
Law Office of Mark Manceri, P.A.
2929 East Commercial Boulevard
Suite 702
Ft. Lauderdale, FL 33308

Invoice No. : 11402
Invoice Date : 11/7/2013
Total Due : $109.50

Remit To: **Empire Legal Support, Inc.**
401 East Las Olas Boulevard
Suite 1400
Ft. Lauderdale, FL 33301

Job No. : 13204
BU ID : S. Florida
Case No. : 50 2011 CP 000653 XXXXSB
Case Name : IN RE: THE ESTATE OF SHIRLEY BERNSTEIN

INVOICE

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LEGAL REPORTING
401 E. Las Olas Blvd. Suite 1400
Fort Lauderdale, FL 33301
Phone: 954-241-1010 - Fax: 954-241-1011

Invoice No.	Invoice Date	Job No.
11568	11/26/2013	13836
Job Date	**Case No.**	
11/19/2013	50 2011 CP 000653 XXXXSB	
Case Name		
IN RE: THE ESTATE OF SHIRLEY BERNSTEIN		
Payment Terms		
Net 15		

Mark Manceri, Esq.
Law Office of Mark Manceri, P.A.
2929 East Commercial Boulevard
Suite 702
Ft. Lauderdale, FL 33308

TAKEN BUT NOT TRANSCRIBED HEARING BEFORE:
Judge Martin H. Colin

Appearance Fee for Court Reporter	110.00	110.00
TOTAL DUE >>>		**$110.00**

Thank you for your order. You can view our current locations from our website.
www.EmpireLegalSupport.com

(-) Payments/Credits:	0.00
(+) Finance Charges/Debits:	0.00
(=) New Balance:	**$110.00**

Tax ID: 27-0245088 Phone: 954 491 7099 Fax:

Please detach bottom portion and return with payment.

Mark Manceri, Esq.
Law Office of Mark Manceri, P.A.
2929 East Commercial Boulevard
Suite 702
Ft. Lauderdale, FL 33308

Invoice No. : 11568
Invoice Date : 11/26/2013
Total Due : $110.00

Remit To: **Empire Legal Support, Inc.**
401 East Las Olas Boulevard
Suite 1400
Ft. Lauderdale, FL 33301

Job No. : 13836
BU ID : S. Florida
Case No. : 50 2011 CP 000653 XXXXSB
Case Name : IN RE: THE ESTATE OF SHIRLEY BERNSTEIN

INVOICE

EMPIRE
LEGAL REPORTING
401 E. Las Olas Blvd. Suite 1400
Fort Lauderdale, FL 33301
Phone: 954-241-1010 - Fax: 954-241-1011

Invoice No.	Invoice Date	Job No.
11841	1/15/2014	14273
Job Date	**Case No.**	
1/2/2014	50 2011 CP 000653 XXXXSB	
Case Name		
IN RE: THE ESTATE OF SHIRLEY BERNSTEIN		
Payment Terms		
Net 15		

Mark Manceri, Esq.
Law Office of Mark Manceri, P.A.
2929 East Commercial Boulevard
Suite 702
Ft. Lauderdale, FL 33308

TAKEN BUT NOT TRANSCRIBED HEARING BEFORE:
Judge Martin H. Colin

Appearance Fee for Court Reporter	110.00	110.00
TOTAL DUE >>>		**$110.00**

Thank you for your order. You can view our current locations from our website.
www.EmpireLegalSupport.com

(-) Payments/Credits:	0.00
(+) Finance Charges/Debits:	0.00
(=) New Balance:	**$110.00**

Tax ID: 27-0245088 Phone: 954 491 7099 Fax:

Please detach bottom portion and return with payment.

Mark Manceri, Esq.
Law Office of Mark Manceri, P.A.
2929 East Commercial Boulevard
Suite 702
Ft. Lauderdale, FL 33308

Invoice No. : 11841
Invoice Date : 1/15/2014
Total Due : $110.00

Remit To: **Empire Legal Support, Inc.**
401 East Las Olas Boulevard
Suite 1400
Ft. Lauderdale, FL 33301

Job No. : 14273
BU ID : S. Florida
Case No. : 50 2011 CP 000653 XXXXSB
Case Name : IN RE: THE ESTATE OF SHIRLEY BERNSTEIN

Filing # 10618563 Electronically Filed 02/24/2014 03:36:40 PM

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF SHIRLEY BERNSTEIN, **PROBATE DIVISION**

Deceased. **CASE NO: 502011CP000653XXXXSB**

_____/

ELIOT IVAN BERNSTEIN, PRO SE **DIVISION: COLIN**

Petitioner

vs.

TESCHER & SPALLINA, P.A., (and all parties associates and of counsel); ROBERT L. SPALLINA (both personally & professionally); DONALD R. TESCHER (both personally & professionally); THEODORE STUART BERNSTEIN (as alleged personal representative, trustee, successor trustee) (both personally and professionally); and JOHN and JANE DOE'S (1-5000),

Respondents.

_____/

MOTION FOR ATTORNEY'S FEES AND COSTS

COME NOW, Mark R. Manceri, P.A. (hereinafter the "Movant"), by and through it's undersigned attorney and hereby files this Motion for Attorney's Fees and Costs and in support thereof states, as follows:

1. Pursuant to the Florida Probate Code and/or the Florida Trust Code, the Movant rendered services which provided a benefit to the Estate and/or Trust of Shirley Bernstein.

2. Donald R. Tescher and Robert L. Spallina, as Co-Personal Representatives and Ted Bernstein, as Successor Personal Representative, retained Mark R. Manceri, P.A. to

MARK R. MANCERI, P.A.● 2929 East Commercial Blvd.● Suite 702 ● Fort Lauderdale, FL 33308 ● (954) 491-7099

represent them in these proceedings and agreed to pay attorney's fees and costs in furtherance of that representation.

3. Due to the nature of these entries in the Statements for Services Rendered issued by the Movant to the Client, they are not attached hereto. Movant requests that any examination of same they made in camera.

WHEREFORE, the Movant hereby request that this Honorable Court enter an Order consistent with the relief requested herein and award of attorney's fees and costs and any other relief this Honorable Court deems just, equitable and proper.

MARK R. MANCERI, P.A.
2929 East Commercial Blvd., Suite 702
Ft. Lauderdale, FL 33308
Telephone: (954) 491-7099
E-mail: mrmlaw@comcast.net
mrmlaw1@gmail.com

By: _____
Mark R. Manceri, Esq.
Florida Bar No. 444560

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by e-mail to the designated address(es) to all parties on the following Service List, this 24th day of February, 2014.

_____
Mark R. Manceri, Esq.

CASE NO.: 502011CP000653XXXXSB

SERVICE LIST

Theodore Stuart Bernstein (U.S. mail)
Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, Florida 33487

Robert L. Spallina
4855 Technology Way, Suite 720
Boca Raton, Florida 33431

Donald R. Tescher
4855 Technology Way, Suite 720
Boca Raton, Florida 33431

Eliot Bernstein (U.S. mail)
2753 NW 34th Street
Boca Raton, Florida 33434

Lisa Sue Friedstein (U.S. mail)
2142 Churchill Lane
Highland Park, IL 60035

Pamela Beth Simon (U.S. mail)
950 North Michigan Avenue, Suite 2603
Chicago, IL 60611

Jill Iantoni (U.S. mail)
2101 Magnolia Lane
Highland Park, IL 60035

4754/YK054

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

SIMON BERNSTEIN IRREVOCABLE INSURANCE TRUST DTD 6/21/95, By Ted S. Bernstein, its Trustee, Ted Bernstein, an individual, Pamela B. Simon, an individual, Jill Iantoni, an individual, and Lisa S. Friedstein, an Individual,

Plaintiffs,

v.

HERITAGE UNION LIFE INSURANCE COMPANY,

Defendant.

Case No.: 13 CV 3643

Honorable Amy J. St. Eve
Magistrate Mary M. Rowland

HERITAGE UNION LIFE INSURANCE COMPANY,

Counter-Plaintiff,

v.

SIMON BERNSTEIN IRREVOCABLE INSURANCE TRUST DTD 6/21/95,

Counter-Defendant,

and,

FIRST ARLINGTON NATIONAL BANK As Trustee of S.B. Lexington, Inc. Employee Death Benefit Trust, UNITED BANK OF ILLINOIS, BANK OF AMERICA, Successor in interest to LaSalle National Trust, N.A., SIMON BERNSTEIN TRUST, N.A., TED BERNSTEIN, individually and as purported Trustee of the Simon Bernstein Irrevocable Insurance Trust Dtd 6/21/95, and ELIOT BERNSTEIN,

Third-Party Defendants.

ACCEPTANCE BY SUCCESSOR TRUSTEE

THE UNDERSIGNED successor Trustee hereby accepts his designation as successor Trustee of the SIMON L. BERNSTEIN TRUST dated September 13, 2012, and hereby agrees to administer said Trust in accordance with the terms contained therein, effective immediately.

IN WITNESS WHEREOF, the undersigned has hereunto executed this Acceptance by Successor Trustee on this 3 day of FEBRUARY, 2014.

Signed, Sealed & Delivered
in the presence of:

Print Name: MATTHEW S. LOGAN

TED S. BERNSTEIN

Print Name: _____

STATE OF FLORIDA
SS
COUNTY OF PALM BEACH

THE FOREGOING was acknowledged before me this 3 day of ~~January~~ FEBRUARY, 2014, by TED S. BERNSTEIN.

NOTARY PUBLIC-STATE OF FLORIDA
Lindsay Baxley
Commission # EE092282
Expires: MAY 10, 2015
BONDED THRU ATLANTIC BONDING CO., INC.

Signature - Notary Public

Lindsay Baxley
Print, type or stamp name of Notary Public

X Personally Known
☐ Produced Identification/Type of Identification Produced _____

RESIGNATION OF CO-TRUSTEE

I, ROBERT L. SPALLINA, pursuant to Subparagraph B. of Article IV of the SIMON L. BERNSTEIN TRUST dated September 13, 2012 ("***Trust Agreement***"), do hereby resign as co-Trustee of the Trust Agreement, effective immediately.

IN WITNESS WHEREOF, I have hereunto executed this Resignation of Co-Trustee on this 21 day of January, 2014.

Signed, Sealed & Delivered
in the presence of:

Print Name: Lauren Galvani

Kimberly Moran
Print Name: Kimberly Moran

ROBERT L. SPALLINA

STATE OF FLORIDA
SS
COUNTY OF PALM BEACH

THE FOREGOING was acknowledged before me this 21 day of January, 2014, by ROBERT L. SPALLINA.

DONALD R. TESCHER
MY COMMISSION EXPIRES
January 22, 2018
FF 072746
NOTARY PUBLIC, STATE OF FLORIDA

Signature—Notary Public

Print, type or stamp name of Notary Public

☑ Personally Known
☐ Produced Identification/Type of Identification Produced _____

RESIGNATION OF TRUSTEE

I, DONALD R. TESCHER, pursuant to Subparagraph B. of Article IV of the SIMON L. BERNSTEIN TRUST dated September 13, 2012 ("***Trust Agreement***"), do hereby resign as Trustee of the Trust Agreement, effective immediately upon TED S. BERNSTEIN accepting his appointment as successor Trustee.

IN WITNESS WHEREOF, I have hereunto executed this Resignation of Trustee on this 22 day of January, 2014.

Signed, Sealed & Delivered
in the presence of:

Print Name: LAUREN GALVANI

Kimberly Morgan
Print Name: Kimberly Moran

DONALD R. TESCHER

STATE OF FLORIDA
SS
COUNTY OF PALM BEACH

THE FOREGOING was acknowledged before me this 22 day of January, 2014, by DONALD R. TESCHER.

ROBERT L. SPALLINA
MY COMMISSION EXPIRES
November 4, 2017
NOTARY PUBLIC STATE OF FLORIDA

Signature - Notary Public

Print, type or stamp name of Notary Public

☑ Personally Known
☐ Produced Identification/Type of Identification Produced _____

RESIGNATION OF CO-TRUSTEE

I, ROBERT L. SPALLINA, pursuant to Subparagraph B. of Article IV of the SIMON L. BERNSTEIN TRUST dated September 13, 2012 ("***Trust Agreement***"), do hereby resign as co-Trustee of the Trust Agreement, effective immediately.

IN WITNESS WHEREOF, I have hereunto executed this Resignation of Co-Trustee on this 21 day of January, 2014.

Signed, Sealed & Delivered
in the presence of:

Print Name: LAUREN GALVANI

Kimberly Moran
Print Name: Kimberly Moran

ROBERT L. SPALLINA

STATE OF FLORIDA
SS
COUNTY OF PALM BEACH

THE FOREGOING was acknowledged before me this 21 day of January, 2014, by ROBERT L. SPALLINA.

DONALD R. TESCHER MY COMMISSION EXPIRES January 22, 2018 #FF 072746 Bonded thru Notary Public Underwriters NOTARY PUBLIC STATE OF FLORIDA

Signature - Notary Public

Print, type or stamp name of Notary Public

☑ Personally Known
☐ Produced Identification/Type of Identification Produced _____

RESIGNATION OF TRUSTEE

I, DONALD R. TESCHER, pursuant to Subparagraph B. of Article IV of the SIMON L. BERNSTEIN TRUST dated September 13, 2012 ("***Trust Agreement***"), do hereby resign as Trustee of the Trust Agreement, effective immediately upon TED S. BERNSTEIN accepting his appointment as successor Trustee.

IN WITNESS WHEREOF, I have hereunto executed this Resignation of Trustee on this 22 day of January, 2014.

Signed, Sealed & Delivered
in the presence of:

Print Name: LAUREN GALGANI

Print Name: Kimberly Moran

DONALD R. TESCHER

STATE OF FLORIDA

SS

COUNTY OF PALM BEACH

THE FOREGOING was acknowledged before me this 22 day of January, 2014, by DONALD R. TESCHER.

ROBERT L. SPALLINA
MY COMMISSION EXPIRES
November 4, 2017
#FF 068367
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Signature - Notary Public

Print, type or stamp name of Notary Public

☑ Personally Known

☐ Produced Identification/Type of Identification Produced _____

APPOINTMENT OF SUCCESSOR TRUSTEE

I, DONALD R. TESCHER, as Trustee of the SIMON L. BERNSTEIN TRUST dated September 13, 2012 (***"Trust Agreement"***), in accordance with the provisions of Subparagraph C.3.a. of Article IV thereof, hereby designate and appoint TED S. BERNSTEIN as successor Trustee under the Trust Agreement effective immediately upon his Acceptance.

IN WITNESS WHEREOF, we have hereunto executed this Appointment of Successor Trustee on this 22 day of January, 2014.

DONALD R. TESCHER

WITNESSES:

Print Name: LAUREN A. GALVANI

Print Name: Kimberly Moran

STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH

THE FOREGOING was acknowledged before me this 22 day of January, 2014, by DONALD R. TESCHER.

ROBERT L. SPALLINA MY COMMISSION EXPIRES November 4, 2017 #FF 068367 Bonded thru Notary Public Underwriters NOTARY PUBLIC STATE OF FLORIDA

Signature - Notary Public

Print, type or stamp name of Notary Public

☑ Personally Known

☐ Produced Identification/Type of Identification Produced _____

ACCEPTANCE BY SUCCESSOR TRUSTEE

THE UNDERSIGNED successor Trustee hereby accepts his designation as successor Trustee of the SIMON L. BERNSTEIN TRUST dated September 13, 2012, and hereby agrees to administer said Trust in accordance with the terms contained therein, effective immediately.

IN WITNESS WHEREOF, the undersigned has hereunto executed this Acceptance by Successor Trustee on this _____ day of _____, 2014.

Signed, Sealed & Delivered
in the presence of:

_____ _____

Print Name:_____ TED S. BERNSTEIN

_____

Print Name:_____

STATE OF FLORIDA

SS

COUNTY OF PALM BEACH

THE FOREGOING was acknowledged before me this _____ day of January, 2014, by TED S. BERNSTEIN.

_____

Signature - Notary Public

_____

Print, type or stamp name of Notary Public

☐ Personally Known
☐ Produced Identification/Type of Identification Produced _____

Filing # 10626257 Electronically Filed 02/24/2014 04:33:32 PM

IN THE CIRCUIT COURT OF THE
FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

PROBATE DIV.
CASE NO.: 50 2012 CP 004391 XXXX SB

IN RE: ESTATE OF SIMON L. BERNSTEIN,
Deceased.
_____/

NOTICE OF HEARING

PLEASE TAKE NOTICE that the undersigned attorney for William E. Stansbury, "Interested Person" in the Estate of Simon Bernstein, has called up for hearing the following matter:

Matter:	**Hearing to determine Curator**
Date:	**Tuesday, February 25, 2014**
Time:	**8:45 a.m.**
Place:	**Honorable Martin Colin** Palm Beach County Circuit Court South County Courthouse Probate Division 200 W. Atlantic Avenue Delray Beach, FL 33444

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the above and foregoing has been forwarded via e-mail service to: Alan Rose, Esq., PAGE, MRACHEK, 505 So. Flagler Drive, Suite 600, West Palm Beach, FL 33401, arose@pm-law.com and mchandler@pm-law.com; John Pankauski, Esq., PANKAUSKI LAW FIRM, 120 So. Olive Avenue, Suite 701, West Palm Beach, FL 33401, courtfilings@pankauskilawfirm.com; Eliot Bernstein, 2753 NW 34th Street, Boca Raton, FL 33434, *iviewit@iviewit.tv;* and William H. Glasko, Esq., Golden Cowan, P.A., PALMETTO BAY LAW CENTER, 17345 S. Dixie Highway, Palmetto Bay, FL 33157,

bill@palmettobaylaw.com; Eliot Bernstein, Eliot Bernstein, 2753 NW 34th Street, Boca Raton, FL 33434, *iviewit@iviewit.tv* on this 24 day of February, 2014.

PETER M. FEAMAN, P.A.
3615 W. Boynton Beach Blvd.
Boynton Beach, FL 33436
Tel.: (561) 734-5552
Fax: (561) 734-5554
Service: service@feamanlaw.com
mkoskey@feamanlaw.com

By: _____
Peter M. Feaman
Florida Bar No.: 260347

Filing # 10618781 Electronically Filed 02/24/2014 03:38:38 PM

IN THE CIRCUIT COURT FOR
PALM BEACH COUNTY, FLORIDA

PROBATE DIVISION
FILE NO.: 502012CP004391XXXXSB IY
DIVISION: COLIN

IN RE: ESTATE OF

SIMON BERNSTEIN

Deceased.
_____/

MOTION FOR ATTORNEY'S FEES AND COSTS

COME NOW, Mark R. Manceri, P.A. (hereinafter the "Movant"), by and through it's undersigned attorney and hereby files this Motion for Attorney's Fees and Costs and in support thereof states, as follows:

1. Pursuant to the Florida Probate Code and/or the Florida Trust Code, the Movant rendered services which provided a benefit to the Estate an/or Trust of Simon Bernstein.

2. Respondents, Donald Tescher and Robert Spallina, as Co-Personal Representatives retained Mark R. Manceri, P.A. to represent them in these proceedings and agreed to pay attorney's fees and costs in furtherance of that representation.

3. Due to the nature of these entries in the Statements for Services Rendered issued by the Movant to the Client, they are not attached hereto. Movant requests that any examination of same be made in camera.

MARK R. MANCERI, P.A.● 2929 East Commercial Blvd.● Suite 702 ● Fort Lauderdale, FL 33308 ● (954) 491-7099

FILE NO.: 502012CP004391XXXXSB IY

WHEREFORE, the Movant hereby request that this Honorable Court enter an Order consistent with the relief requested herein and award of attorney's fees and costs and any other relief this Honorable Court deems just, equitable and proper.

MARK R. MANCERI, P.A.
2929 East Commercial Blvd., Suite 702
Ft. Lauderdale, FL 33308
Telephone: (954) 491-7099
E-mail: mrmlaw@comcast.net
mrmlaw1@gmail.com

By: _____
Mark R. Manceri, Esq.
Florida Bar No. 444560

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by e-mail to the designated address(es) and U.S. mail, as noted, to all parties on the following Service List, this 24th day of February, 2014.

_____
Mark R. Manceri, Esq.

FILE NO.: 502012CP004391XXXXSB IY

SERVICE LIST

Peter M. Feaman, Esq.
Peter M. Feaman, P.A.
3615 West Boynton Beach Blvd.
Boynton Beach, Florida 33436

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Boca Raton, Florida 33434

Theodore Stuart Bernstein (U.S. mail)
Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, Florida 33487

Lisa Sue Friedstein (U.S. mail)
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Highland Park, IL 60035

Pamela Beth Simon (U.S. mail)
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Jill Iantoni (U.S. mail)
2101 Magnolia Lane
Highland Park, IL 60035

Donald R. Tescher, Co-Personal Representative
4855 Technology Way, Suite 720
Boca Raton, Florida 33431

Robert L. Spallina, Co-Personal Representative
4855 Technology Way, Suite 720
Boca Raton, Florida 33431

Diane Dustin

From: eservice@myflcourtaccess.com
Sent: Tuesday, February 18, 2014 10:38 AM
Subject: SERVICE OF COURT DOCUMENT - CASE NUMBER 502012CP004391XXXXSB
Attachments: Notice Of Appearance.pdf

This is an automatic e-mail message generated by the ePortal system. Please DO NOT RESPOND to this e-mail as the mail box is unattended.

Notice of Electronic Filing

The following transaction was entered on 02/18/2014 10:37:51 AM ET.

Court: Fifteenth Judicial Circuit in and for Palm Beach County, Florida
Case #: 502012CP004391XXXXSB
Case Style: IN RE: Estate of Not Available
Document Title: Notice Of Appearance

Filer: Irwin J. Block 561-910-3071

Notice has been electronically mailed to:

Name	Primary Email	Alternate Email 1	Alternate Email 2
Donald R. Tescher	dtescher@tescherspallina.com	ddustin@tescherspallina.com	kmoran@tescherspallina.com
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Alan B Rose	arose@mrachek-law.com	mchandler@mrachek-law.com	blewter@mrachek-law.com
Mark R Manceri	mrmlaw@comcast.net	mrmlaw1@gmail.com	
Peter M. Feaman, Esq.	service@feamanlaw.com	mkoskey@feamanlaw.com	
Peter M. Feaman	service@feamanlaw.com	mkoskey@feamanlaw.com	pfeaman@feamanlaw.com

Robert L. Spallina	rspallina@tescherspallina.com	kmoran@tescherspallina.com	ddustin@tescherspallina.com
Irwin J. Block	ijb@ijblegal.com	hasen@kolawyers.com	

Notice is not sent to:

Name	**Primary Email**	**Alternate Email 1**	**Alternate Email 2**
No Matching Entries			

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IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF

SIMON BERNSTEIN,

Deceased.

_____/

PROBATE DIVISION

File No. 502012CP004391XXXXSB

Division: COLIN

NOTICE OF LIMITED APPEARANCE

Pursuant to Rule 5.030, Florida Probate Rules, Irwin J. Block of the Law Office of Irwin J. Block PLLC hereby enters his limited appearance on behalf of Donald R. Tescher for the sole purpose of representing Mr. Tescher in connection with his Petition for Designation and Discharge as Co-Personal Representative of the Estate of Simon L. Bernstein, deceased.

Respectfully submitted,

Irwin J. Block
Florida Bar No. 006836
700 South Federal Highway, Suite 200
Boca Raton, Florida 33432
Telephone: 561-910-3071
Facsimile: 561-910-3080
Email: ijb@ijblegal.com

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy hereof has been furnished by email to the parties on the attached Service List.

SERVICE LIST

Theodore Stuart Bernstein Life Insurance Concepts 950 Peninsula Corporate Circle Suite 3010 Boca Raton, Florida 33487	tbernstein@lifeinsuranceconcepts.com
Eliot Bernstein 2753 NW 34th Street Boca Raton, Florida 33434	iviewit@iviewit.tv
Lisa Sue Friedstein 2142 Churchill Lane Highland Park, Illinois 60035	lisa@friedsteins.com
Pamela Beth Simon 950 North Michigan Avenue Suite 2603 Chicago, Illinois 60611	psimon@stpcorp.com
Jill Iantoni 2101 Magnolia Lane Highland Park, Illinois 60035	Jilliantoni@gmail.com
Alan B. Rose, Esq. Page Mrachek Fitzgerald Rose Konopka & Dow P.A. 606 S. Flagler Drive, Suite 600 West Palm Beach, Florida 33401	arose@pm-law.com
Robert L. Spallina, Esq.	rspallina@tescherspallina.com

Filing # 10259574 Electronically Filed 02/13/2014 03:16:39 PM

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT, IN AND FOR PALM BEACH COUNTY, FLORIDA.

CASE NO. 502012CP004391XXXXSB
CP - Probate

IN RE:

ESTATE OF SIMON L. BERNSTEIN,

_____/

NOTICE OF SERVING

PLEASE TAKE NOTICE that Petitioner, TED BERNSTEIN, by and through the undersigned counsel, served on today's date a true and correct copy of the Motion for Appointment of Curator or Administrator Ad Litem dated February 7, 2014 and Petition for Appointment of Successor Personal Representative dated February 7, 2014, upon Peter M. Feaman, Esq., Peter M. Feaman, P.A., 3615 W. Boynton Beach Blvd., Boynton Beach, FL 33436.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished via regular U.S. mail unless otherwise specified below to parties listed on the attached service list on this 13th day of February, 2014.

MRACHEK, FITZGERALD, ROSE,
KONOPKA, THOMAS & WEISS, P.A.
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Fla. Bar No. 961825
505 South Flagler Drive, Suite 600
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(561) 655-2250 Telephone /(561) 655-5537 Facsimile
e-mail: arose@mrachek-law.com
Attorneys for Ted S. Bernstein

– and –

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courtfilings@pankauskilawfirm.com
Attorneys for Ted S. Bernstein

By: /s/ John J. Pankauski
John J. Pankauski, Esquire
Florida Bar No.: 0982032
Duane L. Pinnock, Esquire
Florida Bar. No.: 0568139

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Delray Beach, FL 33445

Matt Logan
2231 Bloods Grove Circle
Delray Beach, FL 33445

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c/o Eliot and Candice Bernstein,
His Parents and Natural Guardians
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Boca Raton, FL 33434

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Carley Friedstein, a Minor
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Boynton Beach, FL 33436
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Diane Dustin

From: eservice@myflcourtaccess.com
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Subject: SERVICE OF COURT DOCUMENT - CASE NUMBER 502012CP004391XXXXSB
Attachments: Notice Of Filing.pdf; Notice Of Filing.pdf

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The following transaction was entered on 02/14/2014 12:05:00 PM ET.

Court: Fifteenth Judicial Circuit in and for Palm Beach County, Florida
Case #: 502012CP004391XXXXSB
Case Style: IN RE: Estate of Not Available
Document Title: Notice Of Filing
Notice Of Filing

Filer: John J. Pankauski 561-514-0906

Notice has been electronically mailed to:

Name	Primary Email	Alternate Email 1	Alternate Email 2
Donald R. Tescher	dtescher@tescherspallina.com	ddustin@tescherspallina.com	kmoran@tescherspallina.com
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Alan B Rose	arose@mrachek-law.com	mchandler@mrachek-law.com	blewter@mrachek-law.com
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Peter M. Feaman	service@feamanlaw.com	mkoskey@feamanlaw.com	pfeaman@feamanlaw.com
Robert L. Spallina	rspallina@tescherspallina.com	kmoran@tescherspallina.com	ddustin@tescherspallina.com

Notice is not sent to:

Name	Primary Email	Alternate Email 1	Alternate Email 2
Mark R Manceri	mrmlaw@comcast.net	mrmlaw1@gmail.com	

Filing # 10294045 Electronically Filed 02/14/2014 12:05:00 PM

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT, IN AND FOR PALM BEACH COUNTY, FLORIDA.

CASE NO. 502012CP004391XXXXSB

CP - Probate

IN RE:

ESTATE OF SIMON L. BERNSTEIN,

_____/

NOTICE OF FILING SIGNED MOTION FOR APPOINTMENT OF CURATOR OR ADMINISTRATOR AD LITEM

COMES NOW, Petitioner, TED BERNSTEIN ("Petitioner"), by and through the undersigned counsel, and hereby gives notice of filing the attached Motion for Appointment of Curator or Administrator Ad Litem bearing Petitioner's signature (which Motion was originally filed on February 7, 2014).

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was

furnished via regular U.S. mail unless otherwise specified below to parties listed on the attached service list on this 14th day of February, 2014.

MRACHEK, FITZGERALD, ROSE, KONOPKA, THOMAS & WEISS, P.A.
Alan B. Rose, Esq.
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505 South Flagler Drive, Suite 600
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(561) 655-2250 Telephone /(561) 655-5537 Facsimile
e-mail: arose@mrachek-law.com
Attorneys for Ted S. Bernstein

– and –

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Attorneys for Ted S. Bernstein

By: /s/ John J. Pankauski
John J. Pankauski, Esquire
Florida Bar No.: 0982032
Duane L. Pinnock, Esquire
Florida Bar. No.: 0568139

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IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT, IN AND FOR PALM BEACH COUNTY, FLORIDA.

CASE NO. 502012CP004391XXXXSB
CP - Probate

IN RE:

ESTATE OF SIMON L. BERNSTEIN,

_____/

PETITION FOR APPOINTMENT OF SUCCESSOR PERSONAL REPRESENTATIVE

Petitioner, Ted S. Bernstein, alleges:

1. Simon L. Bernstein, who formerly resided at 7020 Lion's Head Lane, Boca Raton, Palm Beach County, Florida, 33496, died on or about September 13, 2012, in Palm Beach County, Florida. His last will was admitted on or about October 2, 2012.

2. Decedent left surviving the following persons as next of kin:

Name	Address	Relationship to Decedent	Age of Minor
Ted S. Bernstein	880 Berkeley Street Boca Raton, FL 33487	Son	
Pamela Beth Simon	950 N. Michigan Avenue Apartment 2603 Chicago, IL 60611	Daughter	
Eliot Bernstein	2753 NW 34th Street Boca Raton, FL 33434	Son	
Jill Iantoni	2101 Magnolia Lane Highland Park, IL 60035	Daughter	

Lisa Friedstein	2142 Churchill Lane Highland Park, IL 60035	Daughter	

3. Co-Personal Representatives Robert L. Spallina and Donald R. Tescher, were granted Letters of Administration on or about October 2, 2012, and have petitioned to resign from that role on or about January 16, 2014, without completing the administration of the estate.

4. Pursuant to Florida Probate Rule 5.430(d) and Fla. Stat. § 733.503, the court must appoint a successor personal representative upon the resignation of a personal representative.

5. A successor Personal Representative is necessary to marshall the assets and to participate in pending litigation. Petitioner requests, and is duly qualified, to be appointed as successor personal representative of the estate of decedent. Petitioner is sui juris and is a resident of Palm Beach County, Florida, and has an interest in this Estate as the Decedent's son and as trustee of the Decedent's Revocable Trust. Petitioner is best qualified to serve as successor personal representative. He already serves in a fiduciary capacity as the Successor Personal Representative of the Estate of Shirley Bernstein, which is pending in the same division of this Court. Shirley is the decedent's predeceased spouse, and the Estates were transferred to this Division because there are common and overlapping issues. In addition, Petitioner serves as the Successor Trustee of the Shirley Bernstein Trust, and has been appointed to and has accepted the appointment to serve as Successor Trustee of the Simon Bernstein Trust, into which the Estate's assets pour over. There is no successor personal representative nominated in the will, and it is believed that the Petitioner will have the support of a majority in interest of the person's entitled to the Estate.

6. Petitioner is the most qualified candidate to serve in the role of personal representative for this estate. Because Petitioner already currently serves as Successor PR for Shirley's Estate and as the Successor Trustee of both Trusts (the Shirley Bernstein Trust and the Simon Bernstein Trust), Petitioner already employs counsel and believes that there will be costs efficiencies served by the same lawyers handling both Estates. Also, Petitioner is actively involved in litigation in which claims are asserted against these Trusts and the Estate, and has familiarity with each of the lawsuits in which the estate is involved.

WHEREFORE, Petitioner respectfully requests that upon the resignation of the current Co-Personal Representatives, this Court revoke prior Letters of Administration and rescind any orders of appointment, and that Petitioner be appointed successor personal representative.

Under penalties of perjury, I declare that I have read the foregoing, and the facts alleged are true, to the best of my knowledge and belief.

TED BERNSTEIN February 13, 2014

CERTIFICATE OF SERVICE

I CERTIFY that a copy of the foregoing has been furnished to parties listed on attached Service List by: □ Facsimile and U.S. Mail; □X U.S. Mail; □ E-mail Electronic Transmission; □ FedEx; □ Hand Delivery this 7th day of February, 2014.

MRACHEK, FITZGERALD, ROSE,
KONOPKA, THOMAS & WEISS, P.A.
505 South Flagler Drive, Suite 600
West Palm Beach, FL 33401

(561) 655-2250 Telephone /(561) 655-5537 Facsimile
e-mail: arose@mrachek-law.com
Attorneys for Ted S. Bernstein

By: _____
Alan B. Rose
Fla. Bar No. 961825

– and –

PANKAUSKI LAW FIRM P.L.L.C.
120 South Olive Avenue, Suite 701
West Palm Beach, FL 33401
Phone: (561) 514-0906
courtfilings@pankauskilawfirm.com
Attorneys for Ted S. Bernstein

By: /s/ John J. Pankauski
John J. Pankauski, Esquire
Florida Bar No.: 0982032
Duane L. Pinnock, Esquire
Florida Bar. No.: 0568139

SERVICE LIST

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Filing # 10294045 Electronically Filed 02/14/2014 12:05:00 PM

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT, IN AND FOR PALM BEACH COUNTY, FLORIDA.

CASE NO. 502012CP004391XXXXSB

CP - Probate

IN RE:

ESTATE OF SIMON L. BERNSTEIN,

_____/

NOTICE OF FILING SIGNED PETITION FOR APPOINTMENT OF SUCCESSOR PERSONAL REPRESENTATIVE

COMES NOW, Petitioner, TED BERNSTEIN ("Petitioner"), by and through the undersigned counsel, and hereby gives notice of filing the attached Petition for Appointment of Successor Personal Representative bearing Petitioner's signature (which Petition was originally filed on February 7, 2014).

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was

furnished via regular U.S. mail unless otherwise specified below to parties listed on the attached service list on this 14th day of February, 2014.

MRACHEK, FITZGERALD, ROSE, KONOPKA, THOMAS & WEISS, P.A.
Alan B. Rose, Esq.
Fla. Bar No. 961825
505 South Flagler Drive, Suite 600
West Palm Beach, FL 33401
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e-mail: arose@mrachek-law.com
Attorneys for Ted S. Bernstein

– and –

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120 South Olive Avenue, Suite 701
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Phone: (561) 514-0906
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Attorneys for Ted S. Bernstein

By: /s/ John J. Pankauski
John J. Pankauski, Esquire
Florida Bar No.: 0982032
Duane L. Pinnock, Esquire
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Carley Friedstein, a Minor
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Filing # 10033465 Electronically Filed 02/07/2014 01:11:32 PM

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT, IN AND FOR PALM BEACH COUNTY, FLORIDA.

CASE NO. 502012CP004391XXXXSB
CP - Probate

IN RE:

ESTATE OF SIMON L. BERNSTEIN,

_____/

MOTION FOR APPOINTMENT OF CURATOR OR ADMINISTRATOR AD LITEM

COMES NOW Ted S. Bernstein, pursuant to Fla. Prob. R. 5.120, 5.122 and Fla. Stat. §733.501 by and through counsel, and moves this Court to appoint a curator or an administrator ad litem and states that at all times relevant:

1. This motion is for the appointment of an estate fiduciary for the limited purposes of administering the estate until this Court appoints a successor personal representative since the Co-Personal Representatives have resigned. It seeks to have the moving party appointed as such.

2. There is pending litigation which the estate is involved in as well as assets to marshal.

3. It is necessary that the estate be represented.

4. The Decedent, Simon Bernstein, formerly resided at 7020 Lion's Head Lane, Boca Raton, Palm Beach County, Florida, 33496, died on or about September 13, 2012, in Palm Beach County, Florida where venue is proper. His last will was admitted on or about October 2, 2012.

5. Decedent left surviving the following persons as next of kin:

Name	Address	Relationship to Decedent	Age of Minor

Ted S. Bernstein	880 Berkeley Street Boca Raton, FL 33487	Son	
Pamela Beth Simon	950 N. Michigan Avenue Apartment 2603 Chicago, IL 60611	Daughter	
Eliot Bernstein	2753 NW 34th Street Boca Raton, FL 33434	Son	
Jill Iantoni	2101 Magnolia Lane Highland Park, IL 60035	Daughter	
Lisa Friedstein	2142 Churchill Lane Highland Park, IL 60035	Daughter	

6. Co-Personal Representatives Robert L. Spallina and Donald R. Tescher, were entitled to and granted Letters of Administration on or about October 2, 2012, and have petitioned to resign from that role on or about January 16, 2014, without completing the administration of the estate.

7. The nature and approximate value of the assets of the estate is believed to be a promissory note and investments in excess of $ 100,000.

8. The moving party is the most qualified to act and has personal knowledge of the Decedent's assets and the litigation which the estate is involved in. He is also the trustee of the Decedent's revocable trust, which is now irrevocable.

WHEREFORE, the moving party prays that he be appointed curator or administrator ad litem, that he be granted letters or authority, and that this Court provide such further relief as may be just and proper.

Under penalties of perjury, I declare that I have read the foregoing, and the facts alleged are true, to the best of my knowledge and belief.

TED BERNSTEIN

February 13, 2014

CERTIFICATE OF SERVICE

I CERTIFY that a copy of the foregoing has been furnished to parties listed on attached Service List by: □ Facsimile and U.S. Mail; X U.S. Mail; □ E-mail Electronic Transmission; □ FedEx; □ Hand Delivery this 7th day of February, 2014.

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e-mail: arose@mrachek-law.com
Attorneys for Ted S. Bernstein

By: _____
Alan B. Rose
Fla. Bar No. 961825

– and –

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Attorneys for Ted S. Bernstein

By: /s/ John J. Pankauski
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Florida Bar No.: 0982032
Duane L. Pinnock, Esquire
Florida Bar. No.: 0568139

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Diane Dustin

From: eservice@myflcourtaccess.com
Sent: Thursday, February 13, 2014 3:17 PM
Subject: SERVICE OF COURT DOCUMENT - CASE NUMBER 502012CP004391XXXXSB
Attachments: Notice.pdf; Notice Of Hearing.pdf

This is an automatic e-mail message generated by the ePortal system. Please DO NOT RESPOND to this e-mail as the mail box is unattended.

Notice of Electronic Filing

The following transaction was entered on 02/13/2014 03:16:59 PM ET.

Court:	Fifteenth Judicial Circuit in and for Palm Beach County, Florida
Case #:	502012CP004391XXXXSB
Case Style:	IN RE: Estate of Not Available
Document Title:	Notice Notice Of Hearing
Filer:	John J. Pankauski 561-514-0906

Notice has been electronically mailed to:

Name	Primary Email	Alternate Email 1	Alternate Email 2
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Robert L. Spallina	rspallina@tescherspallina.com	kmoran@tescherspallina.com	ddustin@tescherspallina.com

Case: 1:13-cv-03643 Document #: 258-6 Filed: 08/27/15 Page 797 of 1000 PageID #:10237

Notice is not sent to:

Name	Primary Email	Alternate Email 1	Alternate Email 2
Mark R Manceri	mrmlaw@comcast.net	mrmlaw1@gmail.com	

Filing # 10239374 Electronically Filed 02/13/2014 03:16:39 PM

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE:	PROBATE DIVISION
ESTATE OF SIMON L. BERNSTEIN	Case No. 502012CP004391XXXXSB
Deceased.	DIVISION: IY (COLIN)

_____/

ELIOT IVAN BERNSTEIN, PRO SE

Petitioner

vs.

TESCHER & SPALLINA, P.A., (and all parties, associates and of counsel); ROBERT L. SPALLINA (both personally and professionally): DONALD R. TESCHER (both personally and professionally); THEODORE STUART BERNSTEIN (as alleged personal representative, trustee, successor trustee) (both personally and professionally); et al.

Respondents.

_____/

NOTICE OF HEARING
(30 Minutes Reserved)

PLEASE TAKE NOTICE that the undersigned shall call up for hearing before the Honorable Martin H. Colon:

Matter: Motion for Appointment of Curator or Administrator Ad Litem dated February 7, 2014

Date: February 18, 2014

Time: 2:30 p.m. (30 Minutes Reserved)

Location: South County Courthouse
200 West Atlantic Avenue
Courtroom 2
Delray Beach, Florida 33444

Please govern yourself accordingly.

I certify that a good faith effort has been made to resolve this issue without a hearing.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished via regular U.S. mail unless otherwise specified below to parties listed on the attached service list on this 13th day of February, 2014.

MRACHEK, FITZGERALD, ROSE,
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Attorneys for Ted S. Bernstein

– and –

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Attorneys for Ted S. Bernstein

By: /s/ John J. Pankauski
John J. Pankauski, Esquire
Florida Bar No.: 0982032
Duane L. Pinnock, Esquire
Florida Bar. No.: 0568139

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"If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Dominique March, Americans with Disabilities Act Coordinator, Palm Beach County Courthouse, 205 North Dixie Highway West Palm Beach, Florida 33401; telephone number (561) 355-4380 at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711."

"Si usted es una persona minusválida que necesita algún acomodamiento para poder participar en este procedimiento, usted tiene derecho, sin tener gastos propios, a que se le provea cierta ayuda. Tenga la amabilidad de ponerse en contacto con Dominique March, 205 N. Dixie Highway, West Palm Beach, Florida 33401; teléfono número (561) 355-4380, por lo menos 7 días antes de la cita fijada para su comparecencia en los tribunales, o inmediatamente después de recibir esta notificación si el tiempo antes de la comparecencia que se ha programado es menos de 7 días; si usted tiene discapacitación del oído o de la voz, llame al 711."

"Si ou se yon moun ki enfim ki bezwen akomodasyon pou w ka patisipe nan

pwosedi sa, ou kalifye san ou pa gen okenn lajan pou w peye, gen pwovizyon pou jwen kèk èd. Tanpri kontakte Dominique March, kòòdonatè pwogram Lwa pou ameriken ki Enfim yo nan Tribinal Konte Palm Beach la ki nan 205 North Dixie Highway, West Palm Beach, Florida 33401; telefòn li se (561) 355-4380 nan 7 jou anvan dat ou gen randevou pou parèt nan tribinal la, oubyen imedyatman apre ou fin resevwa konvokasyon an si lè ou gen pou w parèt nan tribinal la mwens ke 7 jou; si ou gen pwoblèm pou w tande oubyen pale, rele 711."

Case: 1:16-cv-08648 Document #: 28-6 Filed: 08/27/16 Page 603 of 1000 PageID #:10243

Diane Dustin

From: noreply@myflcourtaccess.com
Sent: Tuesday, February 11, 2014 11:34 AM
Subject: Processing Completed for Filing # 10131548

Dear Donald R. Tescher:

This email verifies the processing of your Filing # **10131548** with the Palm Beach County, Florida Probate Division.

Status:	**Accepted**
Filing Date/Time:	02/11/2014 11:03:38 AM
UCN:	502012CP004391XXXXSB
Clerk Case #:	2012CP004391
Case Style:	IN RE: Estate of Not Available
Matter #:	
Total Filing Fees:	$0.00
Statutory Convenience Fee:	$0.00
Total Paid:	$0.00
Paid By:	No payment required
MyFloridaCounty Receipt #:	

Documents

#	Document Type	Status	Filing Date	Rejection Reason
1	All Motion	Accepted	02/11/2014	
2	All Notice Of Hearing	Accepted	02/11/2014	

Fees

Memo:

This is a non-monitored email. Do not reply directly to it. If you have any questions about this filing, please contact the Palm Beach County, Florida Probate Division.

Thank you.

Many counties no longer require paper follow-up. To see a complete list, click on this link.

Diane Dustin

From: eservice@myflcourtaccess.com
Sent: Tuesday, February 11, 2014 11:04 AM
Subject: SERVICE OF COURT DOCUMENT - CASE NUMBER 502012CP004391XXXXSB
Attachments: Motion.pdf; Notice Of Hearing.pdf

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Notice of Electronic Filing

The following transaction was entered on 02/11/2014 11:03:38 AM ET.

Court:	Fifteenth Judicial Circuit in and for Palm Beach County, Florida
Case #:	502012CP004391XXXXSB
Case Style:	IN RE: Estate of Not Available
Document Title:	Motion Notice Of Hearing
Filer:	Donald R. Tescher 561-997-7008

Notice has been electronically mailed to:

Name	Primary Email	Alternate Email 1	Alternate Email 2
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Donald R. Tescher	dtescher@tescherspallina.com	ddustin@tescherspallina.com	kmoran@tescherspallina.com

Notice is not sent to:

Name	Primary Email	Alternate Email 1	Alternate Email 2
No Matching Entries			

Diane Dustin

From: noreply@myflcourtaccess.com
Sent: Tuesday, February 11, 2014 11:04 AM
Subject: Filing Received

Dear Donald R. Tescher:

This email verifies the receipt of 2 documents submitted by you to Palm Beach Probate on

UCN:	502012CP004391XXXXSB
Clerk Case #:	2012CP004391
Case Style:	IN RE: Estate of Not Available
Document Title:	Motion Notice Of Hearing
Matter #:	
Total Filing Fees:	$0.00
Statutory Convenience Fee:	$0.00
Total Paid:	$0.00
Paid By:	No Payment Required
MyFloridaCounty Receipt #:	

The E-Portal reference number of this filing is: 10131548. Please reference this Filin

We will notify you when processing is complete.

This is a non-monitored email. Do not reply directly to it. If you have any questions about
Probate division.

Thank you,
The Florida Courts E-Filing Portal

Report Selection Criteria

Case ID: 502012CP004391XXXXSB
Docket Start Date:
Docket Ending Date:

Case Description

Case ID: 502012CP004391XXXXSB
Case Caption: SIMON L BERNSTEIN
Division: IY - COLIN
Filing Date: Tuesday , October 02nd, 2012
Court: CP - PROBATE
Location: SB - SOUTH BRANCH
Jury: N-Non Jury
Type: FO - FORMAL ADMINISTRATION
Status: PE - PENDING

Related Cases

No related cases were found.

Case Event Schedule

No case events were found.

Case Parties

Seq #	Assoc	Expn Date	Type	ID	Name		
1			DECEDENT	@3079212	**BERNSTEIN, SIMON L**	**Aliases:**	*none*
2		02-OCT-2012	PETITIONER	@3079213	**SPALLINA, ROBERT L**	**Aliases:**	*none*
3	7		ATTORNEY	0497381	**SPALLINA, ROBERT L**	**Aliases:**	*none*
4		02-	PETITIONER	@3079214	**TESCHER,**	**Aliases:**	*none*

		OCT-2012			**DONALD R**		
5	8		ATTORNEY	0497381	**SPALLINA, ROBERT L**	**Aliases:**	*none*
6		07-MAY-2013	JUDGE	IZ	**GILLEN, JUDGE JEFFREY DANA**	**Aliases:**	*none*
7			PERSONAL REPRESENTATIVE	@3079213	**SPALLINA, ROBERT L**	**Aliases:**	*none*
8			PERSONAL REPRESENTATIVE	@3079214	**TESCHER, DONALD R**	**Aliases:**	*none*
9		02-JAN-2014	JUDGE	IX	**FRENCH, JUDGE DAVID E**	**Aliases:**	*none*
10			RESPONDENT	@3371680	**SIMON, PAMELA BETH**	**Aliases:**	*none*
11			RESPONDENT	@3371680	**SIMON, PAMELA BETH**	**Aliases:**	*none*
12			RESPONDENT	@3371682	**BERNSTEIN, JOSHUA ENNIO ZANDER**	**Aliases:**	*none*
13			RESPONDENT	@3371683	**BERNSTEIN, JACOB NOAH ARCHIE**	**Aliases:**	*none*
14			RESPONDENT	@3371685	**BERNSTEIN, DANIEL ELIJSHA ABE**	**Aliases:**	*none*

					O.		
15			RESPONDENT	@3371686	BERNSTEIN, ALEXANDRA	Aliases:	none
16			RESPONDENT	@3371692	BERNSTEIN, ERIC	Aliases:	none
17			RESPONDENT	@3371695	BERNSTEIN, MICHAEL	Aliases:	none
18			RESPONDENT	@3371696	LOGAN, MATTHEW	Aliases:	none
19			RESPONDENT	@3371697	SIMON, MOLLY NORAH	Aliases:	none
20			RESPONDENT	@3371698	IANTONI, JULIA	Aliases:	none
21			RESPONDENT	@3371699	FRIEDSTEIN, MAX	Aliases:	none
22			RESPONDENT	@3371700	FRIEDSTEIN, CARLY	Aliases:	none
23			JUDGE	IY	COLIN, JUDGE MARTIN H	Aliases:	none

Docket Entries

Docket Number	Docket Type	Book and Page No.	Attached To:
	00000 - ADDITIONAL COMMENTS		
Filing Date:	02-OCT-2012		

Filing Party:		
Disposition Amount:		
Docket Text:	*none.*	
	500FF - CPFF/FO-PP-PR-GA	
Filing Date:	02-OCT-2012	
Filing Party:		
Disposition Amount:		
Docket Text:	*none.*	
	PE - PENDING	
Filing Date:	02-OCT-2012	
Filing Party:		
Disposition Amount:		
Docket Text:	*none.*	
	RCPT - RECEIPT FOR PAYMENT	
Filing Date:	02-OCT-2012	
Filing Party:		
Disposition Amount:		
Docket Text:	A Payment of -$419.00 was made on receipt SBCV168422.	
1	PADM - PETITION FOR ADMINISTRATION	
Filing Date:	02-OCT-2012	
Filing Party:		
Disposition Amount:		
Docket Text:	*none.*	
2	DCPD - DEATH CERT PROBATE DECEDENT	
Filing Date:	02-OCT-2012	
Filing Party:		
Disposition Amount:		
Docket Text:	*none.*	
3	WILL - WILL	Book 025507 - Page 01559
Filing Date:	02-OCT-2012	
Filing Party:		
Disposition Amount:		

Docket Text:	*none.*	
4	NOTR - NOTICE OF TRUST	
Filing Date:	02-OCT-2012	
Filing Party:		
Disposition Amount:		
Docket Text:	*none.*	
5	NOED - NOTICE OF EMAIL DESIGNATION	
Filing Date:	02-OCT-2012	
Filing Party:		
Disposition Amount:		
Docket Text:	*none.*	
6	OAWP - ORDER ADMITTING WILL	
Filing Date:	02-OCT-2012	
Filing Party:	GILLEN, JUDGE JEFFREY DANA	
Disposition Amount:		
Docket Text:	*none.*	
7	OATH - OATH	
Filing Date:	02-OCT-2012	
Filing Party:		
Disposition Amount:		
Docket Text:	OF PERSONAL REPRESENTATIVE	
8	OATH - OATH	
Filing Date:	02-OCT-2012	
Filing Party:		
Disposition Amount:		
Docket Text:	OF PERSONAL REPRESENTATIVE	
9	LADM - LETTERS OF ADMINISTRATION	Book 025507 - Page 01570
Filing Date:	02-OCT-2012	
Filing Party:	GILLEN, JUDGE JEFFREY DANA	
Disposition Amount:		
Docket Text:	*none.*	
10	WILL - WILL	

Filing Date:	10-OCT-2012
Filing Party:	
Disposition Amount:	
Docket Text:	"EXHIBIT" DTD--08/15/00

11	SCLM - STATEMENT OF CLAIM
Filing Date:	06-NOV-2012
Filing Party:	
Disposition Amount:	
Docket Text:	F/B WILLIAM E. STANSBURY. ATTY. NOTIFIED

12	SCLM - STATEMENT OF CLAIM
Filing Date:	09-NOV-2012
Filing Party:	
Disposition Amount:	
Docket Text:	WELLS FARGO BANK, N.A.

13	PPUB - PROOF OF PUBLICATION
Filing Date:	21-NOV-2012
Filing Party:	SPALLINA, ROBERT L
Disposition Amount:	
Docket Text:	N0TICE 0F FILING OF NOTICE OF ADMIN

14	PPUB - PROOF OF PUBLICATION
Filing Date:	21-NOV-2012
Filing Party:	SPALLINA, ROBERT L
Disposition Amount:	
Docket Text:	NOTICE OF FILING OF NOTICE TO CREDITORS

15	PEET - PETITION TO EXTEND TIME
Filing Date:	14-DEC-2012
Filing Party:	SPALLINA, ROBERT L
Disposition Amount:	
Docket Text:	TO FILE INVENTORY F/B ROBERT L. SPALLINA & DONALD R. TESCHER

16	SCLM - STATEMENT OF CLAIM
Filing Date:	10-JAN-2013
Filing Party:	
Disposition Amount:	

Docket Text:	F/B WEST ASSET MANAGEMENT FOR AMERICAN EXPRESS ATTY NOTIFIED

17	ORET - ORDER EXTENDING TIME
Filing Date:	14-JAN-2013
Filing Party:	GILLEN, JUDGE JEFFREY DANA
Disposition Amount:	
Docket Text:	TO FILE INVENTORY

18	SCLM - STATEMENT OF CLAIM
Filing Date:	16-JAN-2013
Filing Party:	
Disposition Amount:	
Docket Text:	F/B CBIZ GOLDSTEIN LEWIN ATTY NOTIFIED

19	NOF - NOTICE OF FILING
Filing Date:	24-JAN-2013
Filing Party:	SPALLINA, ROBERT L
Disposition Amount:	
Docket Text:	NOTICE OF FILING PROOF OF SERVICE OF NOTICE TO CREDITORS UPON CREDITORS

20	NOF - NOTICE OF FILING
Filing Date:	24-JAN-2013
Filing Party:	SPALLINA, ROBERT L
Disposition Amount:	
Docket Text:	PROOF OF SERVICE OF NOTICE TO CREDITORS UPON THE AGENCY FOR HEALTH CARE ADMINISTRATION

21	OTCL - OBJECTION TO CLAIM
Filing Date:	05-FEB-2013
Filing Party:	SPALLINA, ROBERT L
Disposition Amount:	
Docket Text:	OF WILLIAM E. STANSBURY

22	NOT - NOTICE
Filing Date:	04-MAR-2013
Filing Party:	
Disposition Amount:	
Docket Text:	OF INDEPENDENT ACTION

23	PET - PETITION	

Filing Date:	06-MAY-2013
Filing Party:	
Disposition Amount:	
Docket Text:	EMERGENCY PETITION TO: FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SHIRLEY BERNSTEIN AND MORE, F/B: ELIOT IVAN BERNSTEIN

24	ORDD - ORDER DENYING	

Filing Date:	08-MAY-2013
Filing Party:	
Disposition Amount:	
Docket Text:	ORDER DENYING EMERGENCY PETITION TO: FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SHIRLEY BERNSTEIN AND MORE SIGNED BY JUDGE M. COLIN

25	ORDD - ORDER DENYING	

Filing Date:	09-MAY-2013
Filing Party:	
Disposition Amount:	
Docket Text:	EMERGENCY PETITION TO: FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVE INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SHIRLEY BERNSTEIN AND MORE F/B:JUDGE MARTIN H COLIN

26	POS - PROOF OF SERVICE	

Filing Date:	14-MAY-2013
Filing Party:	BERNSTEIN, SIMON L
Disposition Amount:	
Docket Text:	PROOF OF SERVICE OF EMERGENCY PERITION TO: FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT

	BERNSTEIN IN ESTATE OF SHIRLEY BERNSTEIN AND MORE
27	RQCP - REQUEST FOR COPIES
Filing Date:	22-MAY-2013
Filing Party:	
Disposition Amount:	
Docket Text:	REQUEST FOR NOTICES AND COPIES OF PLEADINGS, F/B: PETER M. FEAMAN 05/29/13 CPY MAILED TO THE ATTY. FOR THE P.R.
28	PET - PETITION
Filing Date:	29-MAY-2013
Filing Party:	
Disposition Amount:	
Docket Text:	RENEWED EMERGENCY PETITION BY ELIOT IVAN BERNSTEIN
29	ORDD - ORDER DENYING
Filing Date:	30-MAY-2013
Filing Party:	FRENCH, JUDGE DAVID E
Disposition Amount:	
Docket Text:	ORDER DENYING RENEWED EMERGENCY PETITION TO: FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SHIRLEY BERNSTEIN AND MORE - DENIED AS AN EMERGENCY
30	INV - INVENTORY - ESTATE
Filing Date:	11-JUN-2013
Filing Party:	
Disposition Amount:	
Docket Text:	F/B: ROBERT L. SPALLINA AND DONALD R. TESCHER
31	MOT - MOTION
Filing Date:	26-JUN-2013
Filing Party:	
Disposition Amount:	
Docket Text:	MOTION TO: CONSIDER IN ORDINARY COURSE THE EMERGENCY PETITION TO FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT

	AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SIMON BERNSTEIN AND MORE FILED BY PETITIONERS, F/B: ELIOT BERNSTEIN

32	MOT - MOTION
Filing Date:	15-JUL-2013
Filing Party:	
Disposition Amount:	
Docket Text:	TO RESPOND TO THE PETITIONS BY THE RESPONDENTS, F/B: ELIOT IVAN BERNSTEIN

33	MOT - MOTION
Filing Date:	24-JUL-2013
Filing Party:	
Disposition Amount:	
Docket Text:	TO REMOVE PERSONAL REPRESENTATIVES, F/B: ELIOT BERNSTEIN

34	NOT - NOTICE
Filing Date:	28-AUG-2013
Filing Party:	
Disposition Amount:	
Docket Text:	NOTICE OF MOTION FOR: INTERIM DISTRIBUTION FOR BENEFICIARIES NECESSARY LIVING EXPENSES, FAMILY ALLOWANCE, LEGAL COUNSEL EXPENSES TO BE PAID BY PERSONAL REPRESENTATIVES AND REIMBURSEMENT TO BENEFICIARIES SCHOOL TRUST FUNDS

35	POS - PROOF OF SERVICE
Filing Date:	29-AUG-2013
Filing Party:	
Disposition Amount:	
Docket Text:	BY E-MAIL, F/B: ELLIOT BERNSTEIN

36	NOT - NOTICE
Filing Date:	04-SEP-2013
Filing Party:	
Disposition Amount:	
Docket Text:	OF EMERGENCY MOT. TO FREEZE ESTATES OF SIMON BERNSTEIN DUE TO ADMITTED & ACKNOWLEDGED NOTARY PUBLIC FORGERY, FRAUD & MORE BY THE LAW FIRM OF TESCHER & SPALLINA, P.A., ROBERT SPALLINA AND DONALD

Docket Text:	TESCHER ACTING AS ALLEGED P.R.S AND THIER LEGAL ASSISTANT AND NOTARY PUBLIC, KIMBERLY MORAN: MOT. FOR INTERIM DISTRIBUTION DUE TO EXTORTION BY ALLEGED P.R.S AND OTHER; MOT. TO STRIKE THE MOTION OF SPALLINA TO REOPEN THE ESTATE OFSHIRLEY; CONTINUED MOT. FOR REMOVAL OF ALLEGED P.R. AND ALLEGED SUCCESSOR TRUSTEE F/B ELIOT IVAN BERNSTEIN

37	ORDD - ORDER DENYING
Filing Date:	09-SEP-2013
Filing Party:	
Disposition Amount:	
Docket Text:	PETITIONER'S EMERGENCY MOTION FILED SEPTEMBER 4, 2013, JUDGE DAVID E FRENCH

38	PET - PETITION
Filing Date:	10-OCT-2013
Filing Party:	
Disposition Amount:	
Docket Text:	TO DETERMINE AND RELEASE TITLE OF EXEMPT PROPERTY, F/B: ELIOT IVAN BERNSTEIN

39	MSTR - MOTION TO STRIKE
Filing Date:	24-OCT-2013
Filing Party:	
Disposition Amount:	
Docket Text:	PETITION TO DETERMINE AND RELEASE TITLE OF EXEMPT PROPERTY - F/B MARK MANCERI

40	MOT - MOTION
Filing Date:	12-DEC-2013
Filing Party:	TESCHER, DONALD R
Disposition Amount:	
Docket Text:	TO TRANSFER AND CONSOLIDATE

41	NOH - NOTICE OF HEARING
Filing Date:	12-DEC-2013
Filing Party:	SPALLINA, ROBERT L
Disposition Amount:	
Docket Text:	DECEMBER 24, 2013 @ 8:45 A.M

42	NOF - NOTICE OF FILING

Filing Date:	13-DEC-2013
Filing Party:	
Disposition Amount:	
Docket Text:	F/B MARK MANCERI

43	NOF - NOTICE OF FILING
Filing Date:	17-DEC-2013
Filing Party:	SPALLINA, ROBERT L
Disposition Amount:	
Docket Text:	OBJECTION TO MOTION TO STRIKE PETITION TO DETERMINE AND RELEASE TITLE OF EXEMPT AND ADDITIONAL RESPONDENTS TO BE ADDED

44	MEMO - MEMORANDUM
Filing Date:	18-DEC-2013
Filing Party:	
Disposition Amount:	
Docket Text:	FEE DUE $ 32.50.

45	MOT - MOTION
Filing Date:	20-DEC-2013
Filing Party:	
Disposition Amount:	
Docket Text:	I) MOTION OBJECTING AND OPPOSING MOTION TO TRANSFER AND CONSOLIDATE AND (IU MOTION TO SET NEW EMERGENCY HEARING TO HEAR PETITIONER'S MOTIONS BY ELIOT IVAN BERNSTEIN

46	RNOT - RE-NOTICE
Filing Date:	23-DEC-2013
Filing Party:	
Disposition Amount:	
Docket Text:	OF HEARING

47	INV - INVENTORY - ESTATE
Filing Date:	27-DEC-2013
Filing Party:	
Disposition Amount:	
Docket Text:	AMENDED, F/B: ROBERT L SPALLINA AND DONALD R TESCHER E-FILED

48	NCAN - NOTICE OF CANCELLATION
Filing Date:	02-JAN-2014
Filing Party:	
Disposition Amount:	
Docket Text:	OF RE-NOTICE OF HEARING - F/B MARK MARCERI
49	MOT - MOTION
Filing Date:	10-JAN-2014
Filing Party:	
Disposition Amount:	
Docket Text:	MOTION TO WITHDRAW AS COUNSEL OF RECORD, F/B: MARK R MANCERI ESQ E-FILED
50	NOH - NOTICE OF HEARING
Filing Date:	13-JAN-2014
Filing Party:	
Disposition Amount:	
Docket Text:	1/23/14 @ 8:45AM CTRM 8 JUDGE COLIN - F/B MARK MANCERI
51	PDCH - PETITION FOR DISCHARGE
Filing Date:	22-JAN-2014
Filing Party:	
Disposition Amount:	
Docket Text:	PETITION FOR RESIGNATION AND DISCHARGE, F/B: DONALD R TESCHER AND ROBERT L SPALLINA E-FILED
52	CNS - CONSENT
Filing Date:	22-JAN-2014
Filing Party:	SPALLINA, ROBERT L
Disposition Amount:	
Docket Text:	AND JOINDER TO MOTION TO WITHDRAW AS COUNSEL OF RECORD
53	ORD - ORDER
Filing Date:	23-JAN-2014
Filing Party:	COLIN, JUDGE MARTIN H
Disposition Amount:	
Docket Text:	ON MOTION TO WITHDRAW AS COUNSEL OF RECORD-GRANTED
54	NOH - NOTICE OF HEARING

Filing Date:	28-JAN-2014
Filing Party:	SPALLINA, ROBERT L
Disposition Amount:	
Docket Text:	2/18/14 @ 1:30 PM JUDGE COLIN

55	NOH - NOTICE OF HEARING

Filing Date:	31-JAN-2014
Filing Party:	SPALLINA, ROBERT L
Disposition Amount:	
Docket Text:	FEBRUARY 18: 2014 @ 1:30 P.M

56	NOH - NOTICE OF HEARING

Filing Date:	31-JAN-2014
Filing Party:	SPALLINA, ROBERT L
Disposition Amount:	
Docket Text:	FEBRUARY 18,2014 @ 1 :30 P.M

57	PET - PETITION

Filing Date:	07-FEB-2014
Filing Party:	BERNSTEIN, JACOB NOAH ARCHIE
Disposition Amount:	
Docket Text:	FOR APPOINTMENT OF SUCCESSOR PERSONAL REPRESENTATIVE - F/B TED BERSTEIN

58	MOT - MOTION

Filing Date:	07-FEB-2014
Filing Party:	
Disposition Amount:	
Docket Text:	FOR APPOINTMENT OF CURATOR OR ADMINISTRATOR AD LITEM - F/B TED BERSTEIN

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Filing # 10179238 Electronically Filed 02/12/2014 09:57:56 AM

IN THE CIRCUIT COURT OF THE FIFTEENTH
JUDICIAL CIRCUIT OF FLORIDA, IN AND FOR
PALM BEACH COUNTY, FLORIDA

IN RE: Case No.: 50 2012 CP 004391 SB
JUDGE MARTIN COLIN

ESTATE OF SIMON
BERNSTEIN,
Deceased. Division: IY
_____/

RESPONSE IN OPPOSITION TO MOTION FOR APPOINTMENT OF TED BERNSTEIN AS CURATOR AND MOTION FOR THE APPOINTMENT OF ELIOT BERNSTEIN AS CURATOR OR SUCCESSOR PERSONAL REPRESENTATIVE OR, IN THE ALTERNATIVE, FOR APPOINTMENT OF AN INDEPENDENT THIRD PARTY AS SUCCESSOR PERSONAL REPRESENTATIVE OR CURATOR

COMES NOW Petitioner, William E. Stansbury ("Stansbury"), an unsecured creditor and "Interested Person," pursuant to the §731.201(23) Fla. Stat. (2013), by and through his undersigned counsel, and files this Response in Opposition to Motion for Appointment of Ted Bernstein as Curator and Motion for the Appointment of Eliot Bernstein as Curator or Successor Personal Representative or, in the Alternative, for Appointment of an Independent Third Party as Successor Personal Representative or Curator. In support, Petitioner states as follows:

1. The currently serving Co-Personal Representatives of the Estate, Donald R. Tescher and Robert L. Spallina have petitioned this Court for Resignation and Discharge. In considering the resignation, the Court, under the provisions of Fla. Prob. R. 5.430(d), is required to determine the necessity of appointing a successor fiduciary.

2. In this Estate, the Court is required to appoint a successor fiduciary since both Co-Personal Representatives are resigning. The Court is also empowered to appoint a curator under §733.506, Fla. Stat. (2013) and Fla. Prob. R. 5.122(a) until a new Successor Personal Representative is appointed.

I. Stansbury has standing to bring this Response and Motion

3. When removal of a Personal Representative is at issue, Fla. Prob. R. 5.440 specifically provides that, " ... **any interested person, by petition,** may commence a proceeding to remove a personal representative. ..." (Emphasis added.) By logical extension an "interested person" would also have standing to petition the court for the appointment of a successor fiduciary.

4. The provisions of §731.201(23), Fla. Stat. (2013) define an "interested person" as:

> (23) "Interested person" means any person who may reasonably be expected to be affected by the outcome of the particular proceeding involved..."

5. Stansbury has filed a claim against the Estate of Simon Bernstein (the "Estate") and has sued the Estate in a separate lawsuit styled *William E. Stansbury v. Ted Bernstein, et al,* Case. No. 50 2012 CA 013933 MB AA, Palm Beach County, Florida. A copy of the Statement of Claim is attached as Exhibit "A." A copy of the Amended Complaint which forms the basis of the Statement of Claim is attached hereto as Exhibit "B."

6. Stansbury, as a claimant of the Estate, has an interest in ensuring that the successor fiduciary ultimately appointed will act without bias and in the best interests of the creditors and devisees of the Estate. The Fourth District Court of Appeal has recognized that a claimant to an estate is an "interested person" and has standing in a proceeding to approve the personal representative's final accounting and petition for discharge. *See,* Arzuman v. Estate of Prince Bander BIN Saud Bin, etc., 879 So.2d 675 (Fla. 4th DCA 2004). *See also,* Montgomery v. Cribb, 484 So.2d 73 (Fla. 2d DCA 1986) (Wrongful death claimant was entitled to notice of hearing as an "interested person" under the probate code even though case was dismissed by trial court and disputed settlement was on appeal.) Stansbury is therefore an "interested person" as to

the outcome of this or any subsequent proceeding in which a successor fiduciary or a curator will be appointed, and Stansbury has standing to file and advance this Petition.

II. Ted Bernstein should not be appointed as Curator or Successor Personal Representative

A. Misconduct in the Shirley Bernstein Estate

7. There are serious allegations of fraud and forgery in the Shirley Bernstein Estate where Ted Bernstein is now the Personal Representative. Documents were submitted to the Court bearing notarized signatures of Simon Bernstein, alleged signatures by him, but on a date after he had passed away.

8. This Court was apprised of these allegations in a hearing conducted September 13, 2013 wherein the Court questioned whether the potential parties involved should be read their Miranda Rights. (*See* Transcript of Proceedings, pages 15 and 16, attached as Exhibit "C.")

B. The "lost" Insurance Trust

9. At the time of Simon Bernstein's death, it was determined that there existed a life insurance policy issued by Heritage Mutual Insurance Company ("Heritage") allegedly payable to the Simon Bernstein Irrevocable Insurance Trust as beneficiary (the "Insurance Trust"). According to an SS-4 Application for EIN form submitted to the IRS on June 21, 1995, Shirley Bernstein was represented as Trustee of the Insurance Trust. (*See* SS-4 Application for EIN as Exhibit "D.")

10. Notwithstanding the earlier SS-4 EIN form, on November 1, 2012, Robert Spallina, one of the resigning Co-Personal Representatives, submitted a claim form to Heritage on behalf of the Insurance Trust for the benefit of the grown children of Simon Bernstein. In doing so, Spallina represented that he was the Trustee of the Insurance Trust. (*See* Exhibit "E")

Spallina made this representation despite having informed Heritage by letter shortly thereafter that he was "unable to locate the Simon Bernstein Irrevocable Insurance Trust dated June 1, 1995." (*See* Exhibit "F" attached.) If the Trust instrument cannot be found, the insurance proceeds would be payable to the Simon Bernstein Estate, and as such, would be available to pay creditors of the Estate such as Stansbury.

11. Spallina, with the knowledge of Ted Bernstein, represented that he was "Trustee" of the Insurance Trust in an effort to collect the insurance proceeds on behalf the Insurance Trust and for the benefit of the grown children of Simon Bernstein, so as to circumvent the Simon Bernstein Estate.

12. Heritage refused to pay the life insurance proceeds to anyone without a court order. The Insurance Trust then sued Heritage in the Circuit Court of Cook County, Illinois (the case has since been removed to Federal Court). In paragraph 2 of the Complaint, the Plaintiff, the Insurance Trust, although apparently still "lost," alleges that Ted Bernstein is the "trustee" of the Insurance Trust. Yet, there exists no trust document establishing the continued existence of the Insurance Trust, let alone that Ted is the Trustee. As a result, Ted's representation, like that of Spallina, appears plainly false.

C. Ted Bernstein has a Conflict of Interest ---

13. Ted Bernstein, as well as his siblings (other than Eliot) - Lisa Sue Friedstein, Pamela Beth Simon, and Jill Iantoni - have a conflict of interest precluding them from faithfully executing the duties of fiduciary on behalf of the Estate.

14. One of the considerations for removal of a Personal Representative as set forth in §733.504(9) (2013) is, **"(9) Holding or acquiring conflicting or adverse interests against the estate that will or may interfere with the administration of the estate as a whole."**

15. A trail of e-mails indicates that Ted Berstein, Lisa Sue Friedstein, Pamela Beth Simon and Jill Iantoni were advocating and scheming to keep the proceeds from the Heritage life insurance policy, as described above in paragraphs 9 thru 12 from being paid to the Estate. The stated purpose of this scheme was to avoid making the life insurance proceeds available to pay creditors of the Estate such as Stansbury. (*See,* selected e-mail messages, attached hereto as Composite Exhibit "G".) The residuary beneficiaries of the Will, that is, the grandchildren of Simon Bernstein, would also be prejudiced by such a determination.

16. Section 733.602(1), Fla. Stat. (2013), expressly provides that ". . . A personal representative shall use the authority conferred by this code, the authority in the will, if any, and the authority of any order of the court, **for the best interests of interested persons, including creditors."** (Emphasis added.)

17. While the ultimate outcome of the adjudication of the issues surrounding the Heritage life insurance proceeds is uncertain, what is clear is that each of the children of Simon Bernstein, other than Eliot Bernstein, have advocated, and continue to advocate a position that is contrary to the best interests of the Estate, its creditors and beneficiaries. These two conflicting and contrary positions between the interests of the children of Simon Bernstein (other than Eliot) and the duty of the successor fiduciary to act in the best interests of the Estate, including the creditors and beneficiaries, render Ted Bernstein, Lisa Sue Friedstein, Pamela Beth Simon and Jill Iantoni unqualified to serve as successor fiduciaries. *See* Estate of Bell v. Johnson, 573 So.2d 57 (Fla. 1st DCA, 1990) (conflict between personal representative, in that capacity, and as power of attorney, necessitated removal as personal representative).

D. The "Schiller" Lawsuit

18. Further, Ted Bernstein is a Defendant in yet another lawsuit filed in this Circuit Court. *See,* Schiller v. Life Insurance Concepts, et al, Case No. 502013CA007442 AD, wherein Ted Bernstein and others are accused of negligence and other business torts in connection with their business dealings.

E. Curator and Successor Personal Representative

19. Stansbury nominates Eliot Bernstein ("Eliot"), a son of the Decedent, to serve as successor Personal Representative. Eliot is qualified under §733.302, Fla. Stat. (2013) as he is *sui juris* and was a resident of Florida at the time of his father's death on September 13, 2012. Additionally, he is entitled to "preferential" consideration under §733.301(1)(a)(3) in that he is a devisee under Simon Bernstein's Will dated July 25, 2012 that has been admitted to probate.

20. In addition to his technical qualifications to serve as Personal Representative under the Florida Probate Code, Eliot also deserves significant consideration since he has been the only child of Simon and Shirley Bernstein to bring to the Court's attention the potential fraud and forgery issues that exist in connection with the closing of the Estate of Shirley Bernstein, as more fully set forth in paragraphs 7 and 8 above.

21. Stansbury acknowledges that Eliot's siblings, Theodore "Ted" Bernstein, Lisa Sue Friedstein, Pamela Beth Simon, and Jill Iantoni are also technically qualified to serve under §733.302, Fla. Stat. (2013) and §733.301(1)(a)(3). However, for the reasons set forth above, each of them should not be considered or appointed Curator or Successor Personal Representative by this Court.

22. Alternatively, should the Court determine that all of the Bernstein children, Eliot included, are not appropriate to serve, Stansbury moves this Court for the appointment of an

independent, third party Curator or Personal Representative that will administer the Estate in an objective, unbiased and fair manner, as set forth in § 733.5061, Fla. Stat. (2013) and in accordance with the procedure set forth in §733.501, Fla. Stat. (2013).

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing has been furnished to parties listed on the attached Service list by U.S. Mail and via e-mail service at arose@mrachek-law.com and mchandler@mrachek-law.com to Alan Rose, Esq., PAGE, MRACHEK, *Attorneys for Defendants, Ted Bernstein,* 505 So. Flagler Drive, Suite 600, West Palm Beach, FL 33401, and at courtfilings@pankauskilawfirm.com to John J. Pankauski, Esq., PANKAUSKI LAW FIRM, 120 South Olive Avenue, Suite 701, West Palm Beach, FL 33401, on this 11th day of February, 2014.

PETER M. FEAMAN, P.A.
3615 W. Boynton Beach Blvd.
Boynton Beach, FL 33436
Tel: 561-734-5552
Fax: 561-734-5554
pfeaman@feamanlaw.com

By: _____
Peter M. Feaman
Florida Bar No.: 0260347

SERVICE LIST

Ted S. Bernstein
880 Berkeley Street
Boca Raton, FL 33487

Pamela Beth Simon
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Apartment 2603
Chicago, IL 60611

Eliot Bernstein
2753 NW 34th Street
Boca Raton, FL 33434

Jill Iantoni
2101 Magnolia Lane
Highland Park, IL 60035

Lisa Friedstein
2142 Churchill Lane
Highland Park, IL 60035

Alexandra Bernstein
3000 Washington Blvd, Apt 424
Arlington, VA, 22201

Eric Bernstein
2231 Bloods Grove Circle
Delray Beach, Fl 33445

Michael Bernstein
2231 Bloods Grove Circle
Delray Beach, Fl 33445

Matt Logan
2231 Bloods Grove Circle
Delray Beach, Fl 33445

Molly Simon
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Tucson, AZ 85745

Daniel Bernstein, a Minor
c/o Eliot and Candice Bernstein,
His Parents and Natural Guardians
2753 NW 34th Street
Boca Raton, FL 33434

Jacob Bernstein, a Minor
c/o Eliot and Candice Bernstein,
His Parents and Natural Guardians
2753 NW 34th Street
Boca Raton, FL 33434

Joshua Bernstein, a Minor
c/o Eliot and Candice Bernstein,
His Parents and Natural Guardians
2753 NW 34th Street
Boca Raton, FL 33434

Julia Iantoni, a Minor
c/o Guy and Jill Iantoni,
Her Parents and Natural Guardians
2101 Magnolia Lane
Highland Park, IL 60035

Max Friedstein, a Minor
c/o Jeffrey and Lisa Friedstein,
His Parents and Natural Guardians
2142 Churchill Lane
Highland Park, IL 60035

Carley Friedstein, a Minor
c/o Jeffrey and Lisa Friedstein,
Her Parents and Natural Guardians
2142 Churchill Lane
Highland Park, IL 60035

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT OF FLORIDA, IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: **Case No. 502012CP004391 SB**

ESTATE OF SIMON BERNSTEIN,
Deceased. **Division: IZ**

COPY
SOUTH COUNTY BRANCH OFFICE
ORIGINAL RECEIVED
NOV 06 2012
SHARON R. BOCK
CLERK & COMPTROLLER
PALM BEACH COUNTY

STATEMENT OF CLAIM BY WILLIAM E. STANSBURY

The undersigned hereby presents for filing against the above estate this Statement of Claim and alleges:

1. The basis for the claim is the action pending in Palm Beach County, Florida, *Stansbury v. Bernstein, et. al,* Case No. 502012CA 013933XXXX MB (the "Pending Action"). A true and correct copy of the Complaint filed by claimant that initiated the Pending Action is attached hereto as Exhibit "A" and is hereby incorporated by reference herein (the "Complaint").

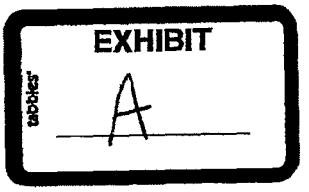
2. The name and address of the claimant are William E. Stansbury, 6920 Caviro Lane, Boynton Beach, Florida 33437, and the name and address of the claimant's attorney is set forth below.

3. The amount of the claim is in excess of $2.5 million dollars, which the Claimant is entitled to recover under the claims set forth in the Complaint, which amount the Claimant believes is now due.

4. The claim is contingent or unliquidated and uncertain to the extent that the Claimant's claim is dependent on the outcome of the Pending Action. The specific amount of Claimant's claim will be determined in Pending Action and the Claimant expects to recover in excess of $2.5 million dollars in damages, as well as, but not limited to, treble damages, pre-judgment and post-judgment interest, and costs.

5. The claim is not secured.

[Signature page follows this page]



Under penalties of perjury, I declare that I have read the foregoing, and the facts alleged are true, to the best of my knowledge and belief.

Signed on November 6, 2012.

William E. Stansbury, Claimant

Attorneys for Claimant

Peter M. Feaman, Esq.
Florida Bar No.: 260347
PETER M. FEAMAN, P.A.
3615 West Boynton Beach Blvd.
Boynton Beach, FL 33436
Phone: (561) 734-5552
Facsimile: (561) 734-5554
Primary Electronic Mail Address:
pfeaman@feamanlaw.com

Copy mailed to attorney for Personal Representative on _____ 2012.

MUST BE FILED IN DUPLICATE

IN THE CIRCUIT COURT OF THE FIFTEENTH
JUDICIAL CIRCUIT OF FLORIDA, IN AND FOR
PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,
Plaintiff,

vs. Case No. 50 2012 CA013 933XXXXMB

TED S. BERNSTEIN;
SIMON BERNSTEIN;
LIC HOLDINGS, INC.; and
ARBITRAGE INTERNATIONAL
MANAGEMENT, L.L.C., f/k/a
ARBITRAGE INTERNATIONAL
HOLDINGS, L.L.C.,
Defendants.
_____/

COPY
RECEIVED FOR FILING
JUL 30 2012
SHARON R. BOCK
CLERK & COMPTROLLER
CIRCUIT CIVIL DIVISION

COMPLAINT
And JURY DEMAND

WILLIAM STANSBURY (PLAINTIFF"), by and through his undersigned co-counsel, hereby demanding trial by jury of all issues so triable, hereby sues the Defendants, and says

1. This is an action for money damages in excess of $15,000, and for equitable relief.

2. Plaintiff is *sui juris*, and a resident of Palm Beach County, Florida.

3. Defendants TED S. BERNSTEIN ("TED BERNSTEIN"), and SIMON BERNSTEIN are both *sui juris*, and are both residents of Palm Beach County, Florida.

4. The corporate Defendants, LIC HOLDINGS, INC.; and ARBITRAGE INTERNATIONAL MANAGEMENT, L.L.C., f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, L.L.C., are entities organized and existing under the laws of the State of Florida, all do business in the State of Florida and all have their principal offices in the State of Florida, and in Palm Beach County, Florida.

5. Defendants SIMON BERNSTEIN and TED BERNSTEIN (collectively "Defendants

EXHIBIT A

BERNSTEIN") are, respectively, one another's father and son. They both own and control all of the corporate Defendants, and work closely together with respect thereto. In all matters involved herein, they worked closely together and were virtually one another's alter egos.

7 The acts and incidents giving rise to these causes of action occurred in Palm Beach County, Florida.

Background

8. Plaintiff has worked in the insurance field virtually all his adult life, and by 2003 had become well-known and highly regarded by major insurance companies, their principals, and by others throughout the insurance industry, at all levels thereof, as well as by professionals, including attorneys, CPAs, financial advisors, wealth managers and others who were involved in serving, or otherwise dealing with, insurers and insurance brokers.

9. SIMON BERNSTEIN dealt at high levels of the insurance industry, and specialized in developing and marketing insurance concepts suitable for persons of high net worth to incorporate in their wealth management and estate planning.

10. TED BERNSTEIN was actively involved in selling life insurance products in conjunction with attorneys, CPAs and other professionals, to be incorporated into clients' financial planning.

11. In 2003, TED BERNSTEIN approached Plaintiff, urging Plaintiff to spearhead the marketing of a unique insurance concept ("the said concept"), newly developed by a prominent law firm, which was designed for use in the financial and estate planning of wealthy individuals.

12. TED BERNSTEIN told Plaintiff that he knew of Plaintiff's knowledgeability, and reputation in the insurance and related industries and professions, and that Plaintiff was skilled

at, and accustomed to, speaking and marketing insurance products to, large groups of professionals, and that he realized that Plaintiff, because of his knowledgeability, reputation and abilities, would be ideal to market this concept nationwide, through prominent and experienced professionals..

13. SIMON BERNSTEIN proposed that Plaintiff work as an independent contractor for the Corporate Defendants, marketing the product to the above-described He offered Plaintiff an arrangement whereby Plaintiff would receive twenty percent (20%) of all net retained amounts of commissions received from insurance companies and general agents' overrides (hereinafter, "commissions") which chose to issue policies of the type to be marketed, for use in the said financial and estate planning, and all other sales by the companies. Plaintiff would receive no other salary remuneration, but would have his travel and marketing expenses advanced or reimbursed. In time, when Plaintiff agreed to become an employee rather than an independent contractor, he agreed to a salary of the equivalent of 15% of commissions received on all products.

14. After reviewing the concept and considering the terms of the arrangement offered by SIMON BERNSTEIN, Plaintiff agreed with BERNSTEIN to accept the proposal described in preceding paragraph 13, and all the parties proceeded to act in accordance therewith.

15. Thereafter, Plaintiff worked with diligence and skill, traveling throughout the United States, generating ever increasing sales, and generating very large commissions for Defendants and for Plaintiff, who received the agreed salary equal to 15% thereof. By 2006, the parties hereto began receiving checks, not only for commissions on new policies sold, but also renewal commissions. Initially, the Plaintiff and Defendants BERNSTEIN, and one secretary, comprised the entire workforce. At the height of the sales campaign, Defendants' staff for serving the

business generated by Plaintiff consisted of more than 40 individuals.

16. In 2005, the Plaintiff was paid his commissions in the form of two IRS forms 1099, from National Services Association, and from Defendant ARBITRAGE INTERNATIONAL MARKETING, INC. for his services as an independent contractor.

17. In 2006, Plaintiff received his agreed salary as an employee, reflected in two IRS forms W-2., One W-2 was from ARBITRAGE INTERNATIONAL MARKETING, INC., and the other was from ARBITRAGE INTERNATIONAL HOLDINGS, INC., which later became Defendant ARBITRAGE INTERNATIONAL MANAGEMENT, INC.

18. Also in 2006, SIMON BERNSTEIN told Plaintiff that Plaintiff, was being rewarded for the explosive growth of business, through receiving a 10% interest in LIC.

19. In 2007, Plaintiff received his agreed salary as an employee, which salary was reflected in an IRS Form W-2.

20. With the economic downturn in 2008, Defendants looked for ways to withhold from Plaintiff compensation to which he was entitled, and to deceive him into believing that the money which would have been paid to both Defendants as well as to Plaintiff as compensation, was instead being held in the company's coffers.

21. In order to hide from Plaintiff the real fact that Defendants were paying to Defendants BERNSTEIN the full earnings received as commissions, and thereby depriving Plaintiff of the 15% thereof to which he was entitled, they knew they had to terminate Plaintiff's function of calculating each person's entitlement to payment out of commissions received. Therefore, in early 2008, SIMON BERNSTEIN told Plaintiff that the Defendants BERNSTEIN felt that Plaintiff was spending too much time on making the said calculations, and that Plaintiff's time would be better spent in building the business. SIMON BERNSTEIN told

Plaintiff that he and TED BERNSTEIN had decided to pay themselves and Plaintiff identical salaries of not less than $1,000,000 each for 2008, and to distribute any profits beyond the total thus paid to the three owners, the Defendants BERNSTEIN and Plaintiff, according to their respective percentages of ownership, Plaintiff's share being 10%. Plaintiff, having thus far believed he was receiving whatever compensation he was entitled to, and having no reason to realize that this was a ruse to keep him in the dark as to the true state of affairs, readily acceded to his being relieved of the bookkeeping duties regarding calculating the disposition of moneys received.

22. Through misrepresentations made from 2008 through the date of filing of this Complaint, Defendants knowingly made false statements to Plaintiff to hide their scheme to withhold from Plaintiffs money to which he was entitled. For example, at times they claimed that money being received was not being paid as salary or distributions to either of Defendants BERNSTEIN but was being withheld and placed in company accounts, for eventual distribution. As Plaintiff and Defendants could afford to wait until year's end to be paid their distributions, and as Defendants BERNSTEIN assured Plaintiff that the payment arrangement would apply to all three equally, Plaintiff did not question the truthfulness of their representations..

23. In furtherance of their scheme to deprive Plaintiff of salary he had earned and to which he was entitled, Defendants intercepted mail addressed to Plaintiff, removed therefrom commission checks representing full commissions, deposited the same to their own accounts or otherwise converted the funds,, and willfully withhold from Plaintiff his salary. Defendants BERNSTEIN also opened Plaintiff's mail containing checks payable to him which were unrelated to Defendants' business.

24. In 2011, the Defendants BERNSTEIN decided to deceive Plaintiff into giving up

his 10% share in the business. Although he had never seen a stock certificate, Plaintiff had in fact been given K-1 statements reflecting his salary, which appeared to approximate 10% of the net profits or losses of LIC, after salary was paid. TED BERNSTEIN told Plaintiff that their accountants had discovered a taxable event which could cause all the owners of the company to have to pay taxes, and that they thought it would be unfair for Plaintiff to have to pay 10% of that tax, so TED BERNSTEIN promised that if Plaintiff would sign a paper ceding his 10% interest, TED BERNSTEIN would simply hold it and it would not become operative unless the tax liability came to exist. Plaintiff was assured that nothing would happen with the stock ownership until Plaintiff and the Defendants BERNSTEIN discussed the situation further after the Holiday Season.

25. Because of the misrepresentations, willful concealments of material facts, duplicity and deceit practiced by Defendants upon Plaintiff as described in preceding paragraphs 20 through 24, Plaintiff was reasonably of the belief that Defendants had complied , or intended to comply, with their material obligations to Plaintiff under the contract between them, and therefore was prevented from knowing, for a period of years, that these causes of action existed. The acts of Defendants in making false statements and withholding material information continues from its inception to the date of the filing hereof.

I. ACCOUNTING
(Against LIC and ARBITRAGE, for Accounting as to Withholding of Money Due Plaintiff)

26. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 24, inclusive.

27. The relationship between Plaintiff and the Defendants, particularly as affected by

Defendants' acts described in preceding paragraphs 20 through 25, inclusive, created a situation where Defendants had sole access to, receipts generated by Plaintiff's efforts, and to books and records reflecting said receipts and the other information from which can be calculated all moneys due to Plaintiff under his arrangement with Defendants.

28, The period of time during which Plaintiff has been deprived of moneys due him spans approximately four and a half years, the numerosity of the sources of receipts by Defendants of moneys from which the amounts due Plaintiff may be calculated, and the changes in the formula under which, and manner in which, Plaintiff was to be paid, all involve extensive and complicated accounts, and Plaintiff's remedy at law could not be as full, adequate and expeditious as it is in equity.

WHEREFORE, Plaintiff prays for an adjudication of Plaintiff's right to a full and complete accounting from Defendants, and for such orders of Court as will require the Defendants to provide Plaintiff with all records and copies of documents, dated from the date in 2003 when Plaintiff first began his efforts to generate sales of the concept described in paragraph 11 above to the present, as will reveal his right to, and the amount of, all amounts: (a) received as commissions on said concepts or any other commissions as to which Plaintiff was entitled to a share; (b) due to Plaintiff, whether paid or not; (c) paid to Plaintiff, whether for commissions, salary, distributions, expenses or any other reason; (d) paid to each of the Defendants out of moneys received as commissions; (e) deposits of any and all moneys received as commissions by any Defendants to any accounts, including the name of the entity whose account was involved, the number(s) of each such account; the address of the branch or other facility through which any Defendant dealt with such entity; (f) calculations as to moneys paid , to be paid, or not to be paid to Plaintiff, together with such other and further relief as the Court may deem just

and appropriate.

II. ACCOUNTING
(Against TED S. BERNSTEIN and SIMON BERNSTEIN, for Accounting as to Money Due to Plaintiff Which Said Defendants Converted)

29. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 24, inclusive.

30. The relationship between Plaintiff and the Defendants, particularly as affected by Defendants' acts described in preceding paragraphs 20 through 25, inclusive, created a situation where Defendants had sole access to, receipts generated by Plaintiff's efforts, and to books and records reflecting said receipts and the other information from which can be calculated all moneys due to Plaintiff under his arrangement with Defendants.

31, The period of time during which Plaintiff has been deprived of moneys due him spans approximately four and a half years, the numerosity of the sources of receipts by Defendants of moneys from which the amounts due Plaintiff may be calculated, and the changes in the formula under which, and manner in which, Plaintiff was to be paid, all involve extensive and complicated accounts, and Plaintiff's remedy at law could not be as full, adequate and expeditious as it is in equity.

WHEREFORE, Plaintiff prays for an adjudication of Plaintiff's right to a full and complete accounting from Defendants, and for such orders of Court as will require the Defendants to provide Plaintiff with all records and copies of documents, dated from the date in 2003 when Plaintiff first began his efforts to generate sales of the concept described in paragraph 11 above to the present, as will reveal his right to, and the amount of, all amounts: (a) received as commissions on said concepts or any other commissions as to which Plaintiff was entitled to a

share; (b) due to Plaintiff, whether paid or not; (c) paid to Plaintiff, whether for commissions, salary, distributions, expenses or any other reason; (d) paid to each of the Defendants out of moneys received as said commissions; (e) deposits of any and all moneys received as commissions by any Defendants to any accounts, including the name of the entity whose account was involved, the number(s) of each such account; the address of the branch or other facility through which any Defendant dealt with such entity; (f) calculations as to moneys paid , to be paid, or not to be paid to Plaintiff, together with such other and further relief as the Court may deem just and appropriate.

III. BREACH OF ORAL CONTRACT
(Against All the Defendants)

32. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 24, inclusive.

33. The arrangement between Plaintiff and Defendants as described in paragraphs 11 and 13 above, and as modified by the parties as further described above, constituted a contract between them.

34. An express term of that contract involved the commitment of Defendants to calculate, and to pay to Plaintiff, fully and timely, all sums due to him under the parties' contract, whether as commissions, salary, distributions, expenses or any other reason

35. The parties initially performed the duties required of them under said contract.

36. However, as described above in paragraphs 20 through 25, inclusive, Defendants willfully and maliciously agreed to breach their contract with Plaintiff by withholding from Plaintiff moneys due him under the contract.

37. Defendants did withhold such moneys due Plaintiff.

38. The withholding of such moneys constituted a material breach of the contact between Plaintiff and Defendants.

39. There is therefore due to Plaintiff from Defendants all amounts due under said contract, together with prejudgment and post-judgment interest on said amounts.

WHEREFORE, Plaintiff prays for judgment against Plaintiffs, jointly and severally, for the full amount of moneys due to Plaintiff under the terms of their contract, including agreed-upon modifications thereof, together with prejudgment and post-judgment interest on said amounts, together with such other and further relief as the Court may deem just and appropriate.

IV. BREACH OF IMPLIED COVENANT Of GOOD FAITH and FAIR DEALING

40. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 24, inclusive, and paragraphs 33 through 38, inclusive.

41. The said contract, as a matter of law, contained an implied covenant of good faith and fair dealing, obligating the parties to honor every express term of the agreement..

42. Among the express terms of the oral contract between the parties were (a) that Plaintiff would be constantly apprised, either through being permitted to calculate all amounts due the Defendants out of commissions, or through being advised of all receipts of commissions and the disposition thereof, or the amounts due to Plaintiff for any reason under the terms of the contract; and (b) that Plaintiff would be fully and promptly paid all such amounts due him.

43. Through their actions as described in preceding paragraphs 20 through 25, inclusive, the Defendants willfully breached the said express of the contract.

WHEREFORE, Plaintiff prays for judgment against Plaintiffs, jointly and severally, for

the full amount of moneys due to Plaintiff under the terms of their contract, including agreed-upon modifications thereof, together with prejudgment and post-judgment interest on said amounts, together with such other and further relief as the Court may deem just and appropriate.

V. BREACH OF FIDUCIARY DUTY

41. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 24, inclusive.

42. Plaintiff reposed full confidence in the defendants BERNSTEIN, and trusted them and relied on them to be as good as their word and to deal honestly with him, for a variety of reasons. Plaintiff knew of SIMON BERNSTEIN as a major figure in the insurance industry, prior to their becoming parties to the agreement involved herein. Moreover, Plaintiff and the Defendants BERNSTEIN had formed a social relationship which had grown into what Plaintiff regarded as friendship. Moreover, as the initial situation under their contractual relationship had Plaintiff receiving all information as to commissions received and calculating the amount of money due to Plaintiff and the Defendants BERNSTEIN, as ,mentioned in preceding paragraphs 21 and 22, and also because Plaintiff was told he had been given a minority shareholder interest in LIC, Plaintiff reasonably felt that the Defendants would deal with Plaintiff honestly and fairly, and that the Defendants had no intention of hiding from Plaintiff any information as to the amounts due Plaintiff or as to the Defendants' intention of paying said amounts to Plaintiff

43. Moreover, when Defendants proposed to Plaintiff that Plaintiffs cease being the one to calculate moneys due the parties out of commissions received, the Plaintiff trusted Defendants to make proper, accurate and complete calculations, as Plaintiff had done, and to pay Plaintiff accordingly.

44. Furthermore, when Defendants BERNSTEIN made statements to Plaintiff as to why payments due him were not being paid, as described, for example, in preceding paragraphs 22 through 25, inclusive, and 42, he trusted Defendants to be telling Plaintiff the truth,

45. As a result of the foregoing, a fiduciary relationship existed between Defendants BERNSTEIN and Plaintiff, and there existed in Plaintiff complete confidence and trust in the said Defendants, of which confidence and trust said Defendants were well aware.

46. Defendants BERNSTEIN accepted the trust which Plaintiff reasonably placed in them.

47 Through Defendants' willful misrepresentations and withholding of material information as to their intentions and the purposes for which Plaintiff's payments were not being paid, and through their diversion from Plaintiff of amounts which should have been paid to him, Defendants abused and betrayed Plaintiff's trust and confidence in them, to Plaintiff's great detriment, in that he has been deprived of the said amounts due him, the precise amount of which cannot be calculated without access to Defendants' books and records, and a full accounting by them.

WHEREFORE, Plaintiff prays for judgment against Plaintiffs, jointly and severally, for the full amount of moneys due to Plaintiff under the terms of their contract, including agreed-upon modifications thereof, together with prejudgment and post-judgment interest on said amounts, together with such other and further relief as the Court may deem just and appropriate.

VI. CIVIL THEFT
Against All Defendants

48. This is an action for Civil Theft under Chapter 772, Florida Statutes, more

specifically §772.11, Fla.Stats.

49. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 24, inclusive.

50. All funds which Defendants' records will reveal are due to Plaintiff but which have been deposited to any of the Defendants' accounts or which have been received by any Defendant or diverted by any Defendant to any recipient but Plaintiff are the specific funds to which this Count relates.

51. By refusing to pay to Plaintiff funds due him under their agreement, and by paying said sums to themselves or to others, Defendants have been guilty of criminal theft by conversion, which has been and continues to be performed by Defendants with the criminal intent of stealing his money and depriving him of the possession and use thereof.

52. Written demand for payment of all amounts due Plaintiff has been made to Defendants, more than 30 days preceding the filing of this Complaint, to no avail.

WHEREFORE, Plaintiff prays for judgment against Plaintiffs, jointly and severally, for three times the full amount of moneys due to Plaintiff under the terms of their contract, including agreed-upon modifications thereof, together with prejudgment and post-judgment interest on said amounts, and such other remedies as may be awarded Plaintiff under other Counts herein, together with such other and further relief as the Court may deem just and appropriate, together with such other and further relief as the Court may deem just and appropriate.

VII. FRAUD
(Against All Defendants)

53. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated

herein, preceding paragraphs 1 through 24, inclusive.

54. Defendants, with the intent to defraud Plaintiff by preventing his receipt of moneys due him from Defendants as commissions, salary, distributions, expenses, and otherwise, made false statements to him and withheld material information from him, all as specifically set forth in preceding paragraphs 20 through 24 above.

55. At the time said statements were made, Defendants knew that they were material and false, and that Plaintiff would rely thereon. At the time said material information was withheld from Plaintiffs, Defendants knew that the information being withheld was material, and that the withholding of the information would cause Plaintiff to rely on the absence of said information

56. Defendants intended for Plaintiff to rely on said false statements of material fact and to rely on the absence of the material facts which were withheld.

57. Plaintiff did rely on the false statements and the withholding of material information, and was damaged thereby. Through the loss the possession and use of moneys due him but withheld by Defendants under their scheme to defraud him of said money.

58. The behavior of Defendants in deceiving Plaintiff and in abusing the trust they had engendered in Plaintiff, as set forth in preceding paragraphs 42 through 47, which are incorporated herein by reference as if expressly restated herein, was in willful and conscious disregard of his rights, and was of such a concerted, premeditated, and outrageous nature as to go beyond the bounds of decency, and constituted rampant fraud.

WHEREFORE, Plaintiff prays for judgment against Plaintiffs, jointly and severally, for the full amount of moneys due to Plaintiff under the terms of their contract, including agreed-upon modifications thereof, together with prejudgment and post-judgment interest on said amounts, together with such other and further relief as the Court may deem just and appropriate.

VIII. EQUITABLE LIEN

59. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 24, inclusive, and paragraphs 54 through 58, inclusive.

60. The bank accounts into which any of the commissions received by Defendants as to which Plaintiff was to receive a share of commissions received, and the operating accounts and other accounts of the corporate Defendants into which said commission checks were deposited were intended by Defendants and by Plaintiff to be the source out of which Plaintiff would be paid, and they therefore were intended to be, and therefore should be, charged by this Court with the obligation of being the source of all amounts Plaintiff was and is to be paid, including amounts not yet paid.

61. Any and all other accounts into which were deposited said commissions or any part thereof, out of which Plaintiff was to be paid, should, out of general considerations of right and justice as applied to the relations of the parties and the circumstances of their dealings, be charged with the obligation of paying Plaintiff.

WHEREFORE, Plaintiff prays for judgment against Plaintiffs, jointly and severally, for the full amount of moneys due to Plaintiff under the terms of their contract, including agreed-upon modifications thereof, together with prejudgment and post-judgment interest on said amounts. Plaintiff further prays for the Court to declare and establish an equitable lien in favor of Plaintiff on all the accounts described in preceding paragraphs 60 and 61, and for all other accounts into which said commissions have been or will be wholly or partly diverted, and on all assets of Defendants or third parties which have been purchased wholly or partly with the

diversion of said funds due Plaintiff. Plaintiff further prays for such other and further relief as the Court may deem just and appropriate.

IX. CONTRACT IMPLIED IN LAW

62. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 25, inclusive.

63. By keeping the moneys due Plaintiff, Defendants have been unjustly enriched.

64. By agreeing to permit Defendants to receive, possess and control the paperwork revealing commissions received, and by agreeing that Defendants would assume the function of calculating amounts due the parties, Plaintiff conferred on Defendants the benefit of controlling the disposition of the funds received, including those due Plaintiff. The Defendants, having induced Plaintiff to confer said benefit, knew of the benefit and accepted and retained the benefit and abused it to defraud the Plaintiff.

65. The Circumstances are such that it would be inequitable for the Defendants to retain the benefit of the possession and use of funds due Plaintiff

WHEREFORE, Plaintiff prays for judgment that there exists a contract implied in law with the terms against Defendants described above, and for judgment against all Defendants, jointly and severally, for the full amount of moneys due to Plaintiff under the terms of their contract, including agreed-upon modifications thereof, together with prejudgment and post-judgment interest on said amounts, together with such other and further relief as the Court may deem just and appropriate.

X. CONSTRUCTIVE TRUST

66. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 24, inclusive.

67. The bank accounts into which any of the commissions received by Defendants as to which Plaintiff was to receive a share of commissions received, and the operating accounts and other accounts of the corporate Defendants into which said commission checks were deposited were intended by Defendants and by Plaintiff to be the source out of which Plaintiff would be paid, and they therefore were intended to be, and therefore should be, charged by this Court with the obligation of being the source of all amounts Plaintiff was and is to be paid, including amounts not yet paid.

68. Any and all other accounts into which were deposited said commissions or any part thereof, out of which Plaintiff was to be paid, should, out of general considerations of right and justice as applied to the relations of the parties and the circumstances of their dealings, be charged with the obligation of paying Plaintiff.

.WHEREFORE, Plaintiff prays for judgment against Plaintiffs, jointly and severally, for the full amount of moneys due to Plaintiff under the terms of their contract, including agreed-upon modifications thereof, together with prejudgment and post-judgment interest on said amounts. Plaintiff further prays for the Court to declare and establish a constructive trust in favor of Plaintiff on all the accounts described in preceding paragraphs 60 and 61, and for all other accounts into which said commissions have been or will be wholly or partly diverted, and on all assets of Defendants or third parties which have been purchased wholly or partly with the diversion of said funds due Plaintiff. Plaintiff further prays for such other and further relief as the Court may deem just and appropriate.

XI. INDEMNIFICATION

69. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 24, inclusive.

70. When Defendants entered the arrangement with Plaintiff described in preceding paragraph 13, SIMON BERNSTEIN, acting for himself and on behalf of the corporate Defendants and TED BERNSTEIN, and for their collective and shared benefit, told Plaintiff that it would be better for the simplicity of administration, if Plaintiff would arrange for all commissions, paid by insurance companies for sales of the said product by the Defendant companies, to be paid in the name of Plaintiff., even though Plaintiff would ultimately receive only 15% thereof.

71. Plaintiff, believing the representation that this was being requested solely to simplify bookkeeping and administration, agreed to receive all commissions in his own name, even though the bulk of each commission would become the property of the various Defendants.

72. At the time Defendants, through SIMON BERNSTEIN, represented to Plaintiff that the reason for their request that Plaintiff receive all commissions solely in his own name was for administrative simplicity, they knew that they had an ulterior motive in making this request. Their said motive was that, in the event any insurance company which had paid a commission for sale of the said product were to request a full refund of the commission on the ground that the insurance client or the broker had falsified the application for the policy, Defendants intended to disclaim liability therefor, and to avoid personal and corporate responsibility for any requests for refund of commissions paid, even though they collectively have received 85% of each such commission.

73. Plaintiff, acting in good faith, did not realize that Defendants were concealing this motive, or that such was their motive, and he reasonably relied on their representations as to the reason for the request, to his detriment.

74. As a direct and proximate result of the Defendants' representations, Plaintiff will have nominal full liability for refund of any commissions thus sought to be refunded as described in preceding paragraph 72. Such liability creates the certainty that requests for refunds will be made solely to Plaintiff, even though Defendants received 85% of the commissions.. Such disproportionate and unfair liability has been caused by the willful misrepresentation by Defendants.

75. Plaintiff was without fault in reasonably relying on the said representations.

76. Defendants were solely at fault in creating the said liability.

77. There was a special relationship between Plaintiff and the Defendants, because Plaintiff was acting as the nominal agent for Defendants in receiving in his name 100% of the commissions, making him vicariously liable for the refund of the 85% of commissions which were retained by Defendants for their own benefit.

78. Moreover, Defendants had ceased to pay Plaintiff any commissions. Instead, as an employee he was now receiving a salary. To reflect Plaintiff's successful generation of Defendants' business, Defendants made Plaintiff's salary approximate 15% of the amount of commissions received. Nonetheless, as Plaintiff was not receiving any share of commissions *per se*, he should not have his indemnification limited to 85%, but rather it should be to the full 100% of all commissions being refunded.

WHEREFORE, Plaintiff prays for a Judgment in his favor, and against all Defendants, Adjudicating them under an obligation to defend, hold harmless and indemnify Plaintiff from

and against refund claims for said commissions, to the extent of 100% thereof, and for such other and further relief as the Court shall deem just and appropriate.

July 30, 2012

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IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,
Plaintiff,

CASE NO: **50 2012 CA 013933 MB AA**

v.

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN and as co-trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,
Defendants.
_____/

AMENDED COMPLAINT

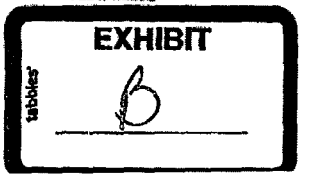
WILLIAM E. STANSBURY, by and through undersigned counsel, sues the Defendants and states:

1. This is an action for money damages in excess of $15,000, and for equitable relief.

2. Plaintiff (hereinafter referred to as "STANSBURY") is *sui juris*, and a resident of Palm Beach County, Florida.

3. Defendant TED S. BERNSTEIN ("TED BERNSTEIN"), is *sui juris*, and a resident of Palm Beach County, Florida.

4. SIMON L. BERNSTEIN ("SIMON BERNSTEIN") died on or about September 13, 2012, after the filing of the initial Complaint in this action. At the time of his death, SIMON BERNSTEIN was *sui juris*, and was a resident of Palm Beach County, Florida. Defendants



Donald R. Tescher and Robert L. Spallina are serving as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN (the "ESTATE")which ESTATE is presently open and pending in the Palm Beach County Circuit Court, *In re: Estate of Simon L. Bernstein*, Case No. 502012CP004391XXXXSB (the "Estate Proceeding"). In accordance with Section 733.705, Florida Statutes, STANSBURY hereby brings this independent action against the ESTATE with respect to his Statement of Claim that was filed and objected to in the Estate Proceeding.

5. Defendant, LIC HOLDINGS, INC. ("LIC Holdings") is a Florida corporation with its principal place of business in Palm Beach County, Florida.

6. Defendant, ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, formerly known as ARBITRAGE INTERNATIONAL HOLDINGS, LLC, ("ARBITRAGE") is a Florida limited liability company with its principal place of business in Palm Beach County, Florida.

7. Defendant, BERNSTEIN FAMILY REALTY, LLC is a Florida limited liability company doing business in Palm Beach County.

8. Defendant, the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008 ("SHIRLEY'S TRUST"), owns real property in Palm Beach County, Florida. Based upon information and belief, Donald R. Tescher and Robert L. Spallina are serving as co-trustees of SHIRLEY'S TRUST. This Court has personal jurisdiction over the trustees and the beneficiaries of SHIRLEY'S TRUST under Section 736.0202, Florida Statutes, as the principal place of administration of SHIRLEY'S TRUST is in Palm Beach County, Florida. This court has subject matter jurisdiction over this action under Section 736.0203, Florida Statutes. Venue is proper in Palm Beach County, Florida, under Section 736.0204, Florida Statutes, as the principal place of administration of SHIRLEY'S TRUST is in Palm Beach County, Florida and one or more of the beneficiaries of SHIRLEY'S TRUST reside in Palm Beach County, Florida.

9. The acts and incidents giving rise to the causes of action alleged herein arose in Palm Beach County, Florida.

Background

10. STANSBURY has worked in the insurance industry for virtually all of his adult life. After 30 years, he had become well-known and highly regarded by major insurance companies, their principals and others throughout the insurance industry, at all levels thereof, as well as by professionals, including attorneys, CPA's, financial advisors, wealth managers and others who were involved in serving, or otherwise dealing with insurers, insurance brokers and life insurance products.

11. SIMON BERNSTEIN dealt at sophisticated levels of the insurance industry and specialized in developing and marketing insurance concepts suitable for persons of high net worth to incorporate into their wealth management and estate planning.

12. TED BERNSTEIN, the son of SIMON BERNSTEIN, was also actively involved in selling life insurance products in conjunction with attorneys, CPAs and other professionals, to be incorporated into high net worth individuals' financial and estate planning.

13. TED BERNSTEIN approached STANSBURY, urging STANSBURY to spearhead the marketing of a unique insurance concept, newly developed by a prominent law firm, which was designed for use in the financial and estate planning of high net worth individuals.

14. TED BERNSTEIN told STANSBURY that he knew of STANSBURY's expertise and reputation in the insurance and related industries, and that STANSBURY was skilled at and accustomed to speaking and marketing insurance products to groups of professionals. He realized that STANSBURY, because of his knowledge, reputation and abilities, would be well suited to market this concept nationwide through prominent and experienced professionals.

15. In 2006, SIMON BERNSTEIN and TED BERNSTEIN (collectively, "BERNSTEIN" or the "BERNSTEINS") formed Defendants LIC Holdings and ARBITRAGE for the purpose of marketing and selling certain life insurance products to high net worth individuals for their wealth management and estate planning needs.

16. STANSBURY agreed to become an employee of LIC Holdings, Inc. and ARBITRAGE and agreed to a salary of 15% of net commissions received on all products, including renewals.

17. STANSBURY worked with diligence and skill, traveling throughout the United States, generating ever-increasing sales and generating very large commissions. By 2006, nationwide sales were resulting in substantial commissions on new policies and renewal commissions.

18. Also in 2006, SIMON BERNSTEIN told STANSBURY that STANSBURY was being rewarded for his efforts and the explosive growth of the business, such that he would receive a 10% ownership interest in LIC Holdings, Inc.

19. In February of 2008, SIMON BERNSTEIN approached STANSBURY with the suggestion that rather than STANSBURY performing computations on a monthly basis as to how much should be paid to him based upon 15% of the commissions derived from policies sold by STANSBURY, the BERNSTEINS and STANSBURY should forego monthly payouts and defer compensation until the end of 2008, when year-end computations could be made. It was suggested that in December, year-end computations would be made and salaries would be paid in December 2008 or January of 2009. It was specifically represented to STANSBURY that neither SIMON BERNSTEIN, TED BERNSTEIN nor STANSBURY would take any compensation until the year-end accounting was performed in December of 2008 or January, 2009.

20. STANSBURY relied on SIMON BERNSTEIN's representations that, among other things, his time would be better spent building the business rather than performing monthly calculations of income. STANSBURY relied on SIMON BERNSTEIN's representation that they would all be paid identical annual salaries of not less than $1,000,000 at the end of 2008 to be applied against STANBURY's 15%. Any compensation to STANSBURY over and above his 15% would be paid to him in accordance with his ownership percentage of 10%.

21. STANSBURY, having no reason to believe that the representations by SIMON BERNSTEIN were false and only a ruse to keep him from inquiring as to corporate revenue and distributions, acceded to his being relieved of the bookkeeping duties regarding calculating the disposition of monies on a monthly basis throughout the year.

22. In 2008, STANSBURY received only $420,018.00, all from commissions earned for sales in 2007 but paid in the January of 2008. STANSBURY received no payments for commissions received after January, 2008.

23. Unbeknownst to STANSBURY at that time, SIMON BERNSTEIN was paid $3,756,229.00 and TED BERNSTEIN was paid $5,225,825.00 in 2008.

24. The net retained commissions by LIC Holdings and ARBITRAGE, not including renewals for 2008 were approximately $13,442,549.00. As such, STANSBURY was entitled to, at the very minimum, 15% of $13,442,549.00, or $2,016,382.35.

25. Since that time, SIMON BERNSTEIN and TED BERNSTEIN have secreted commissions received by LIC Holdings and ARBITRAGE into Bernstein family trusts and other entities as more specifically set forth below. Those trusts have since invested in real estate, also as more particularly set forth below.

26. Throughout 2009, SIMON BERNSTEIN and TED BERNSTEIN continued to make false statements to STANSBURY to hide the fact that they had looted the corporations for their

own personal benefit by withdrawing millions in 2008 and 2009, all to the financial detriment of STANSBURY. The BERNSTEINS represented that the money was not being paid as salary or distributions because the funds needed to be held in the corporate bank accounts to show to potential lenders the financial stability of the company.

27. STANSBURY relied upon these continuing representations of Defendants to his detriment. Because STANSBURY was told that potential funding sources for the business needed to see that capital of the company was available, he took no action when he did not receive any compensation for 2009 and paid only $30,000 in 2010.

28. STANSBURY believes that some or all of the funds to which he was entitled and/or assets attributable to such funds were placed into certain entities, including but not limited to BERNSTEIN FAMILY REALTY, LLC and SHIRLEY'S TRUST. For example, based on information and belief, some or all of the funds to which STANSBURY was entitled were invested in certain parcels of real property, which parcels were conveyed to the trustee of SHIRLEY'S TRUST on or about May 20, 2008, including but not limited to a 4,220 square foot oceanfront condominium unit in a complex known as "The ARAGON" in Boca Raton, located at 2494 So. Ocean Boulevard, Boca Raton, Florida and a mansion in St. Andrew's Country Club located at 7020 Lions Head Lane, Boca Raton, Florida.

29. In order to continue their scheme to defraud, SIMON BERNSTEIN and TED BERNSTEIN failed and refused to account for renewal commissions and failed to supply any financial information to STANSBURY concerning LIC Holdings, Inc. or ARBITRAGE INTERNATIONAL MANAGEMENT, LLC.

30. In furtherance of their scheme to deprive STANSBURY of salary he had earned and shareholder distributions to which he was entitled, SIMON BERNSTEIN and TED BERNSTEIN intercepted mail addressed to STANSBURY, removing commission checks representing

commissions due to STANSBURY, deposited the funds into their own accounts and otherwise converted the funds. SIMON BERNSTEIN and TED BERNSTEIN also opened STANSBURY's mail containing checks payable to him which were unrelated to them and the businesses.

31. In 2011, the Defendants BERNSTEIN decided to deceive STANSBURY further. STANSBURY had for years been given K-1 statements reflecting his 10% ownership of LIC Holdings. At the end of 2011, TED BERNSTEIN told STANSBURY that the company accountant had discovered a taxable event which could cause STANSBURY, as an owner of LIC Holdings to pay taxes on phantom income. TED BERNSTEIN promised that if STANSBURY would sign a paper ceding his 10% interest in LIC Holdings, he would not have to pay the tax. TED BERNSTEIN promised he would hold the paper, promising it would not become operative until STANSBURY and the Defendants BERNSTEIN discussed the situation further in the first quarter of 2012.

32. Because of the misrepresentations, willful concealments of material facts, duplicity and deceit practiced by Defendants upon STANSBURY, STANSBURY reasonably believed that Defendants had complied, or intended to comply with their obligations to STANSBURY under the contract between them. STANSBURY, therefore, was prevented from knowing for a period of years that the causes of action ASSERTED HEREIN existed.

33. By the second quarter of 2012, STANSBURY developed the belief that the BERNSTEINS' representations over the years were wholly false and he sought legal counsel.

34. STANSBURY has retained the law firm of Peter M. Feaman, P.A. and has agreed to pay it a reasonable fee for its services rendered herein.

COUNT I - ACCOUNTING
(Against LIC Holdings and ARBITRAGE, for Accounting)

35. STANSBURY hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 34, inclusive.

36. The relationship between STANSBURY and the Defendants, particularly as affected by Defendants' acts described in preceding paragraphs 19 through 27 created a situation where Defendants had sole access to receipts generated by STANSBURY's efforts, and to books and records reflecting said receipts and the other information from which can be calculated all moneys due to STANSBURY under his arrangement with Defendants.

37. The period of time during which STANSBURY has been deprived of monies due him spans approximately four and a half years. The various sources of revenue to Defendants of monies from which the amounts due STANSBURY may be calculated, the manner in which STANSBURY was to be paid, and the amount due STANSBURY all involve extensive and complicated accounts, and STANSBURY's remedy at law cannot be as full, adequate and expeditious as it is in equity.

WHEREFORE, Plaintiff STANSBURY prays for an adjudication of Plaintiff's right to a full and complete accounting from Defendants, LIC Holdings and ARBITRAGE, and for such orders of Court as will require such Defendants to provide STANSBURY with all records and copies of documents from January 1, 2006 to the present, in order to reveal his right to, and the amount of all sums: (a) received as commissions to which STANSBURY was entitled to a share; (b) due to STANSBURY, whether paid or not; (c) paid to STANSBURY, whether for commissions, salary, distributions, expenses or any other reason; (d) paid to each of the BERNSTEIN Defendants out of monies received as commissions; (e) deposits of any and all moneys received as commissions by any Defendants to any accounts, including the name of the

entity whose account was involved, the number(s) of each such account; the address of the branch or other facility through which any Defendant dealt with such entity; (f) calculations as to moneys paid , to be paid, or not to be paid to STANSBURY, together with an award of court costs and such other and further relief as the Court may deem just and proper.

II. BREACH OF ORAL CONTRACT
(Against LIC Holdings, Inc. and Arbitrage International Management, LLC)

38. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 34, inclusive.

39. The arrangement between STANSBURY and Defendants as described in paragraphs 16 and 24 above, constituted a contract between them.

40. An express term of that contract involved the commitment of LIC Holdings and ARBITRAGE to calculate and to pay to STANSBURY all sums due to him under the contract, whether as commissions, salary, distributions, expenses or any other reason.

41. The Defendants initially performed the duties required of them under said contract.

42. However, Defendants breached their contract with STANSBURY by withholding from STANSBURY monies due him under the contract.

43. The withholding of such monies constitutes a material breach of the contract between STANSBURY and LIC Holdings and ARBITRAGE.

44. There is due to STANSBURY from such Defendants all amounts due under said contract, together with prejudgment and post-judgment interest on said amounts.

WHEREFORE, Plaintiff prays for judgment against Defendants, LIC Holdings, Inc. and ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, jointly and severally, in excess of $1,500,000.00 for the amounts due to Plaintiff under the terms of their contract, together with

prejudgment and post-judgment interest, court costs and such other relief as the Court may deem just and proper.

III. BREACH OF FIDUCIARY DUTY
(Against SIMON BERNSTEIN and TED BERNSTEIN ["BERNSTEINS"])

45. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 34, inclusive.

46. At all material times hereto, SIMON BERNSTEIN and TED BERNSTEIN were officers and majority shareholders of LIC Holdings and ARBITRAGE.

47. As shareholders and officers of LIC Holdings and ARBITRAGE, SIMON BERNSTEIN and TED BERNSTEIN did have and have a fiduciary duty to STANSBURY to act in good faith towards STANSBURY and to act in the best interests of LIC Holdings and ARBITRAGE.

48. At all material times hereto, STANSBURY was and is a shareholder of LIC Holdings.

49. STANSBURY reposed trust and confidence in SIMON BERNSTEIN and TED BERNSTEIN as a result of their position as majority shareholders and officers of LIC Holdings and ARBITRAGE.

50. Further, SIMON BERNSTEIN and TED BERNSTEIN held positions of advantage and control over STANSBURY, not only by virtue of their majority shareholder status, but by having access to the accounting books and records of LIC Holdings and ARBITRAGE, to the exclusion of STANSBURY.

51. STANSBURY reasonably believed that the BERNSTEIN Defendants would deal with STANSBURY honestly and fairly and believed that such Defendants had no intention of

hiding from STANSBURY any information as to the amounts due STANSBURY or payment of the money due to STANSBURY.

52. Moreover, when Defendants proposed to STANSBURY that STANSBURY cease being the one to calculate monies due from the commissions received, STANSBURY trusted the BERNSTEINS to make proper, accurate and complete calculations just as STANSBURY had done and to pay STANSBURY accordingly. As majority shareholders and directors of LIC Holdings and ARBITRAGE, the BERNSTEINS were in a superior position of knowledge and control concerning the finances and affairs of those companies.

53. As a result of the foregoing, a fiduciary relationship existed between the BERNSTEINS and STANSBURY and there existed in STANSBURY complete trust in the BERNSTEIN Defendants.

54. The BERNSTEIN Defendants accepted the trust which STANSBURY reasonably placed in them.

55. The BERNSTEIN Defendants breached their fiduciary duty to STANSBURY by repeated conduct of self-dealing and violations of corporate protocol, including:

a) directing LIC Holdings and ARBITRAGE to make payments to third parties not employed by the corporations and who had performed no services on behalf of the corporations for the personal benefit of the BERNSTEINS;

b) directing the corporations to pay for personal expenses of the wives and other friends of the BERNSTEIN Defendants through corporate credit cards and other forms of payment, notwithstanding that they provided no services for the corporations;

c) transferring monies from LIC Holdings and ARBITRAGE to third party entities including the BERNSTEIN Defendants, the BERNSTEIN FAMILY REALTY, LLC and the

SHIRLEY BERNSTEIN TRUST AGREEMENT for the benefit of the BERNSTEINS, personally;

d) paying themselves exorbitant compensation to the exclusion of STANSBURY;

e) treating LIC Holdings and ARBITRAGE as alter egos of themselves and otherwise handling the affairs of LIC Holdings and ARBITRAGE without regard to corporate protocol;

f) failing to convene annual meetings of the stockholders of LIC Holdings and ARBITRAGE, in violation of Florida law;

g) committing corporate waste by unnecessarily expending corporate assets on unrelated corporate activities;

h) failing to account for the revenue and expenses of LIC Holdings and ARBITRAGE to STANSBURY, who was entitled to compensation as an employee and as a minority shareholder;

i) directing LIC Holdings and ARBITRAGE to take actions to reduce the profit of LIC Holdings and ARBITRAGE so as to prevent STANSBURY from earning his just compensation, in violation of prior agreement of the parties.

56. SIMON BERNSTEIN further breached his fiduciary duty owed to STANSBURY as a minority shareholder by neglecting to perform his duties as an officer and director in a prudent and reasonable fashion.

57. Through Defendants BERNSTEINS' willful misrepresentations and withholding of material information as to their intentions and the purposes for which STANSBURY's payments were not being paid, and through their diversion from STANSBURY of amounts which should have been paid to him, such Defendants abused and betrayed STANSBURY's trust and confidence in them to STANSBURY's great detriment. STANSBURY has been deprived of the amounts due him, the precise amount of which cannot be calculated without access to Defendants' books and records and a full accounting by them.

58. The monetary damages suffered by STANSBURY as a result of the foregoing conduct was suffered by STANSBURY individually and not to the corporation LIC Holdings as a whole, because the conduct as described above prevented STANSBURY from obtaining the benefits of the bargain of his oral agreement with the corporations as more particularly described in Count II above.

59. The foregoing conduct by the BERNSTEINS was done with gross and intentional disregard of the rights of STANSBURY as an employee and minority shareholder of LIC Holdings.

WHEREFORE, Plaintiff prays for judgment against Defendants, SIMON BERNSTEIN and TED BERNSTEIN, jointly and severally, for damages in excess of $1,500,000.00 together with prejudgment and post-judgment interest, court costs and such other relief as the Court may deem just and proper. STANSBURY reserves the right to move to amend to request punitive damages in accordance with Florida Law.

IV. CIVIL THEFT
(Against ARBITRAGE INTERNATIONAL MARKETING, LLC)

60. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 34, inclusive.

61. This is an action for Civil Theft under Chapter 772, Florida Statutes, more specifically §772.11, Fla.Stat.

62. In February, 2012 and March, 2012, Defendant ARBITRAGE intercepted two separate checks made payable to William STANSBURY intended as payment to STANSBURY for matters arising wholly outside his business transactions with the BERNSTEINS, LIC Holdings and ARBITRAGE.

63. Notwithstanding that the checks made payable to William STANSBURY was for sums due STANSBURY by a third party not in connection with the aforesaid business transactions, ARBITRAGE and/or someone acting on its behalf, caused the negotiation of STANSBURY's checks, wrongfully endorsing the checks and retaining the sums that should have been payable to STANSBURY.

64. As a result of the foregoing, Defendant ARBITRAGE has been guilty of criminal theft by conversion with the criminal intent to steal his money and deprive STANSBURY of his possession and use thereof.

65. Written demand for payment of all amounts due STANSBURY has been made to Defendants, more than 30 days preceding the filing of this Complaint, to no avail. A copy of the demand letter is attached hereto as Exhibit "A."

WHEREFORE, Plaintiff prays for judgment against Defendant, ARBITRAGE for three times the full amount of the check made payable to STANSBURY, together with pre-judgment interest and post-judgment interest, attorneys' fees, court costs and any other relief this Court deems just and proper.

V. CONVERSION

66. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 60 through 65, inclusive.

67. Further, during 2012, Defendants TED BERNSTEIN, SIMON BERNSTEIN, LIC Holdings, Inc., ARBITRAGE, or someone acting on their behalves, received and cashed in excess of $30,000.00 worth of commissions checks otherwise payable to Plaintiff.

WHEREFORE, Plaintiff prays for judgment for damages against Defendant, ABRITRAGE, SIMON BERNSTEIN, LIC Holdings, Inc. and TED BERNSTEIN, together with

pre-judgment interest and post-judgment interest, court costs and any other relief this Court deems just and proper.

VI. FRAUD IN THE INDUCEMENT
(Against Ted Bernstein and LIC Holdings, Inc.)

68. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 34, inclusive.

69. In the fourth quarter of 2011, TED BERNSTEIN embarked upon a plan to defraud from STANSBURY his 10% ownership interest in LIC Holdings, Inc. As set forth in paragraph 31 above Defendant TED BERNSTEIN fraudulently induced STANSBURY to sign a document giving up his 10% interest in and to LIC Holdings, Inc.

70. The ceding of his shares in LIC Holdings, Inc. was procured by fraud and STANSBURY relied upon the representations made by BERNSTEIN with regard to signing the document apparently ceding his stock.

71. It was reasonable for STANSBURY to rely on the representations made by BERNSTEIN because at that time STANSBURY was unaware of the breaches of fiduciary duty and breaches of the oral contract that had taken place.

72. As a result of STANSBURY's reliance, STANSBURY has been damaged by the loss of 10% of the shares of LIC Holdings and the rights and remedies to a shareholder related thereto.

WHEREFORE, Plaintiff prays for a judgment for damages against Defendants BERNSTEIN and LIC Holdings, Inc. for the damages caused by the fraudulent conduct of BERNSTEIN as described herein, together with reasonable costs, pre-judgment interest and any other relief this Court deems just and proper.

VII. EQUITABLE LIEN

73. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, paragraphs 1 through 34, above.

74. Defendants, SIMON BERNSTEIN and/or TED BERNSTEIN wrongfully diverted funds from LIC Holdings and ARBITRAGE that rightfully should have been paid to STANSBURY pursuant to their oral agreement.

75. Upon information and belief, SIMON BERNSTEIN and/or TED BERNSTEIN, or both, wrongfully diverted funds from LIC Holdings and/or ARBITRAGE and acquired and/or maintained or improved property located at 7020 Lion's Head Lane, Boca Raton, Florida, legally described as

> Lot 781, St. Andrews Country Club (a PUD) Plat No. 14 according to the plat thereof recorded in Plat Book 57, Page 132 of the public records of Palm Beach County, Florida.

76. Further, upon information and belief, as a result of the funds being wrongfully diverted from LIC Holdings and/or ARBITRAGE, which otherwise rightfully belonged to and should have been paid to STANSBURY, the property legally described as

> Lot 68, Block G Boca Madeira, Unit 2 according to the plat thereof recorded in Plat Book 32, Pages 59 and 60 of the public records of Palm Beach County, Florida, with a property address of 2753 NW 34 Street, Boca Raton, Florida,

was encumbered with a mortgage representing wrongfully diverted funds which were loaned in the form of a second mortgage to Defendant, BERNSTEIN FAMILY REALTY, LLC, a Florida limited liability company.

77. Upon information and belief, as a result of the funds being wrongfully diverted from LIC Holdings and/or ARBITRAGE which otherwise should have been paid to STANSBURY, such funds were used to satisfy a mortgage for the benefit of TED BERNSTEIN on property legally described as

Lot 139, Saturnia Isles, Plat One, recorded in Plat Book 91 at Page 108 of the property records of Palm Beach County, Florida, with a property address of 15807 Menton Bay Court, Delray Beach, Florida

WHEREFORE, Plaintiff prays for the Court to declare and establish an equitable lien in favor of Plaintiff in an amount equal to the funds wrongfully diverted, on the property described herein, and on all other assets of Defendants or third parties as yet unknown, which assets have been purchased wholly or in part, improved or benefitted by the diverted funds due Plaintiff, together with court costs and such other and further relief as this Court may deem just and proper.

VIII. CONSTRUCTIVE TRUST

78. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 73 through 77 above.

WHEREFORE, Plaintiff prays for the Court to declare and establish a constructive trust in favor of Plaintiff on the property described in paragraphs 75 through 77 in an amount equal to the funds wrongfully diverted and on all assets of Defendants or third parties as yet unknown, which assets have been purchased wholly or partly, improved or mortgaged by the diversion of said funds due Plaintiff. Plaintiff further prays for an award of court costs and such other and further relief as the Court may deem just and proper.

IX. VIOLATION OF FLA. STAT. 607.1602
(As to Defendant, LIC Holdings, Inc.)

79. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, paragraphs 1 through 34, above.

80. STANSBURY owns 10% of the issued and outstanding shares of LIC Holdings and has owned these shares since 2006.

81. Pursuant to §607.1602 Fla. Stat. (2012), STANSBURY made demand on LIC Holdings to inspect and copy certain records. A copy of the Demand is attached hereto as Exhibit "A." LIC Holdings refused to respond to the request in direct violation of 607.1602 Fla. Stat. (2012).

82. Section 607.1604(2) Fla. Stat. (2012) states:

> If a corporation does not, within a reasonable time, allow a shareholder to inspect and copy any other record, the shareholder who complies with §607.1602(2) and (3) may apply to the Circuit Court in the county where the corporation's principal office is located for an order to permit inspection and copying of the records demanded.

83. Section 607.1604 Fla. Stat. (2012) requires that the court dispose of an application brought under this section "on an expedited basis."

84. Pursuant to §607.1604(2) Fla. Stat. (2012), Plaintiff requests that this court summarily order inspection and copying of the record previously demanded at the corporation's expense.

85. Pursuant to §607.1604(3) Fla. Stat. (2012), STANSBURY is entitled to an award of his costs including reasonable attorneys' fees incurred in order to obtain the order and enforce his rights unless the corporation or its officers, director or agent proves that the refusal of the inspection is made in good faith because the corporation had a reasonable basis for doubt about the right of the shareholder to inspect or copy the records demanded.

WHEREFORE, Plaintiff, WILLIAM E. STANSBURY requests this Honorable Court to summarily order inspection and copying of the records of LIC Holdings, Inc. previously demanded, at the corporation's expense, together with an award of reasonable costs and attorneys' fees incurred herein.

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that the above and foregoing has been forwarded via e-mail at swergoldj@gtlaw.com; ciaffik@gtlaw.com; steffesj@gtlaw.com; and FLService@gtlaw.com to Jon Swergold, Esq., Greenberg Traurig, P.A., 401 East Las Olas Blvd., Suite 2000, Fort Lauderdale, FL 33301 this 12th day of FEBRUARY, 2013.

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June 20, 2012

Via Certified Mail, Return Receipt Requested

PERSONAL and CONFIDENTIAL
Mr. Ted Bernstein, President
LIC Holdings, Inc.
950 Peninsula Corp Circle
Suite 3010
Boca Raton, FL 33487

Re: William (Bill) Stansbury

Dear Mr. Bernstein:

The undersigned represents William (Bill) Stansbury and we are writing this letter on his behalf. Mr. Stansbury received your proposed letter agreement reflecting LIC Holdings' proposal to indemnify its shareholders concerning policies sold under the Cambridge Financing Program. As a result of your proposal, Mr. Stansbury has reviewed with me in detail his dealings with you and your companies over the past 4 to 5 years.

After reviewing the facts with Mr. Stansbury, some of which will be summarized below, I was shocked that he had not consulted legal counsel until now. Be that as it may, and based upon the facts presented to us, we believe you have engaged in fraud, civil theft, breaches of fiduciary duties, and breach of contract, just to name a few. The purpose of this letter is to a). respond to your indemnity proposal and b). request that you pass this letter on to your counsel immediately in the off-chance that these very serious matters can be resolved prior to the filing of legal action. The issues can be summarized as follows:

1. The first issue concerns you and your company's failure to pay salary compensation to Mr. Stansbury. Mr. Stansbury has been making inquiries concerning this for the past 5 months, but to no avail. Mr. Stansbury's claim for unpaid salary arises from three categories:

EXHIBIT A

a. Failure to pay salary based on net retained commissions.

i. Based upon reports prepared by your company for the period of 2007 through 2011, LIC Holdings, Inc. and/or Arbitrage International Holdings, n/k/a Arbitrage International Management, LLC, received $35,384,246.00 in net retained commissions. According to Mr. Stansbury's salary arrangement, he is entitled to 15% of those net retained commissions, which amounts to $5,307,636.90. During this time period, Mr. Stansbury's salary compensation was $2,844,910.00. The shortfall in salary owed to Mr. Stansbury is $2,462,726.90.

ii. There is salary compensation owed to Mr. Stansbury as a result of bridge loans in 2008. You received a $2,000,000.00 settlement in 2010 resulting from the resolution of a lawsuit involving Global Secured Capital. Mr. Stansbury is entitled to 15% of those funds, which is $300,000.00.

iii. In addition, you received $507,891.00 in commissions in connection with the Biviano matter. Mr. Stansbury is entitled to 15% of those funds, which is $76,183.65.

iv. In April of 2012, you received three commissions totaling approximately $200,000.00 in the Levine, Wiss and Berley matters. Mr. Stansbury has been requesting payment of this for weeks, again to no avail. Mr. Stansbury is due salary compensation for these items in the amount of $30,000.00.

Therefore, Mr. Stansbury's total claim for salary arising out of net retained commissions is approximately $2,868,910.55.

The liability for payment of this salary is not limited to LIC Holdings, Inc. or Arbitrage International Management, LLC. This liability also flows to you individually as a result of your breaches of your fiduciary duty owed to Mr. Stansbury and utter failure to abide by corporate governance standards, which conduct is more particularly described below.

b. Mr. Stansbury is also due unpaid salary based on 15% of all renewal commissions since 2008. Mr. Stansbury's salary claim for renewal commissions cannot as yet be determined with specificity due to the fact that you and your office have been opening mail directed to Mr. Stansbury and negotiating checks made payable to him by falsifying his endorsement and depositing those checks into accounts which only you control. This conduct constitutes civil theft and breach of fiduciary duty. We believe this claim amounts to hundreds of thousands of dollars.

c. Salary compensation for 2008. Mr. Stansbury has recently learned that you and Mr. Simon Bernstein received $8,982,124.00 in salary in 2008. By contrast, Mr. Stansbury received $420,018.00, paid to him in January 2008, based on policies sold in 2007. He received zero (no salary compensation) for his 2008 production. It is obvious that you and Simon treated your corporations as personal ATM machines, while completely ignoring your fiduciary

responsibilities to your employee and minority shareholder, Mr. Stansbury. It further appears that after the exorbitant salaries were paid to you, you then loaned the money back to the corporation at an interest rate significantly above market rates in order to meet the cash flow needs of the various entities, again, clearly disregarding your corporate governance responsibilities.

2. Indemnification issues.

Mr. Stansbury has been served with three lawsuits from Phoenix Insurance Company and one from Mr. Wright seeking indemnification as a result of agent misconduct which was in no way attributable to the conduct of Mr. Stansbury. Although all of these matters have been settled, because he was the qualifying agent of record for other policies, he could be the subject of future litigation for refunds of commissions paid. All of these commissions were paid over to you or your companies.

The Indemnification Agreement which you sent to Mr. Stansbury is completely insufficient. You have a duty as a matter of law to indemnify Mr. Stansbury. Your offer of future indemnity is contingent upon "all" commissions that have been received by LIC's present or past shareholders be turned over to LIC. This is nothing short of extortion. Further, your second paragraph states that LIC is "presently insolvent" and has a "negative net worth." You then conclude with the sentence that with the indemnification agreement in place, LIC "may" have sufficient funds to meet its current obligations. Therefore, a simple indemnification from LIC Holdings to Mr. Stansbury is insufficient. Any such indemnification would have to be personally guaranteed by you and Mr. Simon Bernstein.

3. Unauthorized interception of U.S. Mail.

I have been given the understanding that your office has been opening mail directed to Mr. Stansbury personally. This is a federal offense and also constitutes a breach of the fiduciary duty you owe to Mr. Stansbury as an employee and minority shareholder.

There has been no accounting to Mr. Stansbury for any of the checks which may have been sent to him personally on which his signature has been forged, the checks cashed and placed out of the reach of Mr. Stansbury. In 2012, Mr. Stansbury has been receiving checks from Phoenix Life Insurance Company and TransAmerica Life Insurance Company. Mr. Stansbury has been holding these checks. They have now been remitted to the undersigned as attorney for Mr. Stansbury. This office is holding these funds in a separate interest-bearing trust account pending the resolution of this matter.

With regard to all of the other insurance companies for whom Mr. Stansbury is listed as the qualifying agent, he has now informed those companies that all future renewal commissions paid to him personally be sent to Mr. Stansbury at his home address. These funds will then be remitted to the undersigned counsel of record for Mr. Stansbury. We will place these funds in a separate interest-bearing trust account as well. Any attempts by you to contact these insurance

companies will be considered a tortious interference of his business relationship and such activity will be added as a claim in any future legal proceedings.

4. Shareholder status.

Mr. Stansbury has been a 10% shareholder of LIC Holdings, Inc., pursuant to the terms of a Shareholders Agreement. On behalf of Mr. Stansbury, demand is hereby made, pursuant to Florida Statute 607.1602, for inspection of the corporate records including the following:

I. Minutes of the Board of Directors meetings from January 1, 2008 to the present.

II. Minutes of Shareholders' meetings from January 1, 2008 to the present.

III. Records of any actions taken by the Shareholders and/or the Board of Directors without a meeting, from January 1, 2008 to the present.

IV. Accounting and financial records of LIC Holdings, Inc., Arbitrage International Management, LLC, formerly known as Arbitrage International Holdings, LLC, and all other subsidiary or affiliated companies under your control, including, without limitation, income tax returns, general ledgers, balance sheets, profit and loss statements, stock books, bank statements, loan agreements or guarantees, and any other financial books and records from January 1, 2008 to the present.

Mr. Stansbury is seeking to inspect these records in good faith and for the purpose of determining if misappropriation of corporate assets for improper purposes has previously taken or is presently taking place.

I have been made aware of a letter dated December 22, 2011 in which Mr. Stansbury purportedly "ceded" his shares of stock in LIC Holdings, Inc. back to the company. This letter was obtained under false pretenses and is not recognized by Mr. Stansbury as validly conveying his ownership interest in LIC Holdings, Inc.

Please have your legal counsel contact us within ten (10) days. Should we fail to receive a response within that time, Mr. Stansbury will take legal action to protect his rights and interests.

Very truly yours,

PETER M. FEAMAN, P.A.

By: Peter M. Feaman

Peter M. Feaman

PMF/mk
cc: William Stansbury
CC Riggs (e-mail)

00001

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT,
IN AND FOR PALM BEACH COUNTY, FLORIDA
PROBATE/GUARDIANSHIP DIVISION IY
CASE NO.: 502011CP000653XXXXSB

IN RE: THE ESTATE OF:
SHIRLEY BERNSTEIN,
Deceased
_____/

ELIOT IVAN BERNSTEIN, PRO SE,
Petitioner,
vs.

TESCHER & SPALLINA, P.A., (AND ALL PARTNERS, ASSOCIATES AND OF COUNSEL); ROBERT L. SPALLINA (BOTH PERSONALLY & PROFESSIONALLY); DONALD R. TESCHER (BOTH PERSONALLY & PROFESSIONALLY); THEODORE STUART BERNSTEIN (AS ALLEGED PERSONAL REPRESENTATIVE, TRUSTEE, SUCCESSOR TRUSTEE) (BOTH PERSONALLY & PROFESSIONALLY); AND JOHN AND JANE DOE'S (1-5000),
Respondents.
_____/

TRANSCRIPT OF PROCEEDINGS
BEFORE
THE HONORABLE MARTIN H. COLIN

South County Courthouse
200 West Atlantic Avenue, Courtroom 8
Delray Beach, Florida 33344

Friday, September 13, 2013
1:30 p.m. - 2:15 p.m.

Stenographically Reported By:
JESSICA THIBAULT

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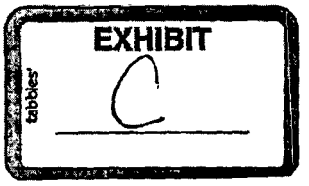
APPEARANCES

On Behalf of the Petitioner:
ELIOT IVAN BERNSTEIN, PRO SE
2753 NW 34th Street
Boca Raton, Florida 33434



MR. MANCERI: That's when the order was signed, yes, your Honor.
THE COURT: He filed it, physically came to court.
MR. ELIOT BERNSTEIN: Oh.
THE COURT: So let me see when he actually filed it and signed the paperwork. November. What date did your dad die?
MR. ELIOT BERNSTEIN: September. It's hard to get through. He does a lot of things when he's dead.
THE COURT: I have all of these waivers by Simon in November. He tells me Simon was dead at the time.
MR. MANCERI: Simon was dead at the time, your Honor. The waivers that you're talking about are waivers from the beneficiaries, I believe.
THE COURT: No, it's waivers of

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accountings.
MR. MANCERI: Right, by the beneficiaries.
THE COURT: Discharge waiver of service of discharge by Simon, Simon asked that he not have to serve the petition for discharge.
MR. MANCERI: Right, that was in his petition. When was the petition served?
THE COURT: November 21st.
MR. SPALLINA: Yeah, it was after his date of death.
THE COURT: Well, how could that happen legally? How could Simon --
MR. MANCERI: Who signed that?
THE COURT: -- ask to close and not serve a petition after he's dead?
MR. MANCERI: Your Honor, what happened was is the documents were submitted with the waivers originally, and this goes to Mr. Bernstein's fraud allegation. As you know, your Honor, you have a rule that you have to have your waivers notarized. And the original waivers that were submitted were not notarized, so they were kicked back by the clerk. They were then notarized by a staff person from Tescher and Spallina admittedly in error. They

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should not have been notarized in the absentia of the people who purportedly signed them. And I'll give you the names of the other siblings, that would be Pamela, Lisa, Jill, and Ted Bernstein.

THE COURT: So let me tell you because I'm going to stop all of you folks because I think you need to be read your Miranda warnings.

MR. MANCERI: I need to be read my Miranda warnings?

THE COURT: Everyone of you might have to be.

MR. MANCERI: Okay.

THE COURT: Because I'm looking at a formal document filed here April 9, 2012, signed by Simon Bernstein, a signature for him.

MR. MANCERI: April 9th, right.

THE COURT: April 9th, signed by him, and notarized on that same date by Kimberly. It's a waiver and it's not filed with The Court until November 19th, so the filing of it, and it says to The Court on November 19th, the undersigned, Simon Bernstein, does this, this, and this. Signed and notarized on April 9, 2012. The notary said that she witnessed Simon

00028

sign it then, and then for some reason it's not filed with The Court until after his date of death with no notice that he was dead at the time that this was filed.

MR. MANCERI: Okay.

THE COURT: All right, so stop, that's enough to give you Miranda warnings. Not you personally --

MR. MANCERI: Okay.

THE COURT: Are you involved? Just tell me yes or no.

MR. SPALLINA: I'm sorry?

THE COURT: Are you involved in the transaction?

MR. SPALLINA: I was involved as the lawyer for the estate, yes. It did not come to my attention until Kimberly Moran came to me after she received a letter from the Governor's Office stating that they were investigating some fraudulent signatures on some waivers that were signed in connection with the closing of

SS LEXINGTON

6/22/95

Form **SS-4** (Rev. August 1989) Department of the Treasury Internal Revenue Service

Application for Employer Identification Number

(For use by employers and others. Please read the attached instructions before completing this form.) Please type or print clearly.

EIN 65-6178916

OMB No. 1545-0003 Expires 7-31-91

1 Name of applicant (True legal name) (See instructions.)

Simon Bernstein Irrevocable Insurance Trust

2 Trade name of business, if different from name in line 1

3 Executor, trustee, "care of" name

Shirley Bernstein

4a Mailing address (street address) (room, apt., or suite no.)

7020 Lions Head

5a Address of business. (See instructions.)

4b City, state, and ZIP code

Boca Raton, FL 33496

5b City, state, and ZIP code

6 County and state where principal business is located

7 Name of principal officer, grantor, or general partner (See instructions.) ▷ Trustee SSC 371-32-5211

8a Type of entity (Check only one box.) (See instructions.)

- ☐ Individual SSN
- ☐ REMIC
- ☐ State/local government
- ☐ Other nonprofit organization (specify)
- ☐ Other (specify) ▷
- ☐ Estate
- ☐ Plan administrator SSN
- ☐ Other corporation (specify)
- ☐ Personal service corp.
- ☐ National guard
- ☐ Federal government/military
- ☒ Trust
- ☐ Partnership
- ☐ Farmers' cooperative
- ☐ Church or church controlled organization

If nonprofit organization enter GEN (if applicable)

8b If a corporation, give name of foreign country (if applicable) or state in the U.S. where incorporated ▷

Foreign country | State

9 Reason for applying (Check only one box)

- ☐ Started new business
- ☐ Hired employees
- ☐ Created a pension plan (specify type) ▷
- ☐ Banking purpose (specify) ▷
- ☐ Changed type of organization (specify) ▷
- ☐ Purchased going business
- ☒ Created a trust (specify) ▷ Insurance Trust
- ☐ Other (specify) ▷

10 Date business started or acquired (Mo., day, year) (See instructions.)

June 1, 1995

11 Enter closing month of accounting year. (See instructions.)

December 31

12 First date wages or annuities were paid or will be paid (Mo., day, year). Note: If applicant is a withholding agent, enter date income will first be paid to nonresident alien. (Mo., day, year)

13 Enter highest number of employees expected in the next 12 months. Note: If the applicant does not expect to have any employees during the period, enter "0."

Nonagricultural	Agricultural	Household

14 Does the applicant operate more than one place of business? ☐ Yes ☐ No

If "Yes," enter name of business. ▷

15 Principal activity or service (See instructions.) ▷

16 Is the principal business activity manufacturing? ☐ Yes ☐ No

If "Yes," principal product and raw material used ▷

17 To whom are most of the products or services sold? Please check the appropriate box. ☐ Business (wholesale) ☐ N/A

- ☐ Public (retail)
- ☐ Other (specify) ▷

18a Has the applicant ever applied for an identification number for this or any other business? ☐ Yes ☒ No

Note: If "Yes," please complete lines 18b and 18c.

18b If you checked the "Yes" box in line 18a, give applicant's true name and trade name, if different than name shown on prior application.

True name ▷ | Trade name ▷

18c Enter approximate date, city, and state where the application was filed and the previous employer identification number if known.

Approximate date when filed (Mo., day, year)	City and state where filed	Previous EIN

Under penalties of perjury, I declare that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.

Telephone number (include area code) 407-477-9991

Name and title (Please type or print clearly.) ▷ Shirley Bernstein, Trustee

Signature ▷ X

Date ▷ June 21, 1995

Note: Do not write below this line. For official use only.

Please leave blank ▷	Geo.	Ind.	Class	Size	Reason for applying

For Paperwork Reduction Act Notice, see attached instructions. U.S. Government Printing Office: 1989-262-731/00163 Form SS-4 (Rev. 5-89)

EXHIBIT tabbies D

BT000104

CLAIMANT STATEMENT

DECEDENT INFORMATION

1. Name of Deceased (Last, First Middle): Bernstein, Simon Leon
2. Last 4 digits of Deceased's Social Security No.: [illegible]
3. If the Deceased was known by any other names such as maiden name, hyphenated name, [illegible] derivative form of first and/or middle name or an alias, please provide them below:
4. Policy Number(s): 1009208
5. If policy is lost or not available, please explain: unable to locate, policy is 30 years old
6. Deceased's Date of Death: 09/13/12
7. Cause of Death: natural causes
8. ☒ Natural ☐ Accidental ☐ Suicide ☐ Homicide ☐ Pending

CLAIMANT INFORMATION

9. Claimant Name (Last, First, Middle) If trust, please list trust name and complete Trustee Certification section.: Simon Bernstein Irrevocable Insurance Trust
10. Street Address:
11. City:
12. State and Zip:
13. Daytime Phone Number:
14. Date of Birth:
15. Social Security or Tax ID Number: 65-6178916
16. Relationship to Deceased:
17. I am filing this claim as:
    - ☐ an individual who is named as a beneficiary under the policy
    - ☐ a Trustee of a Trust which is named as a beneficiary under the policy
    - ☐ an Executor of Estate which is named as a beneficiary under the policy
    - ☐ Other
18. Are you a U.S. Citizen? ☐ Yes ☐ No
    If "No" please list country of citizenship
19. **Policies subject to Viatical / Life Settlement transactions** - Are you a viatical settlement provider, life settlement provider, the receiver or conservator of viatical or life settlement company, a viatical or life financing entity, trustee, agent, securities intermediary or other representative of a viatical or life settlement provider or an individual or entity which invested in this policy as a viatical or life settlement? ☐ Yes ☐ No

CLAIMANT INFORMATION (to be completed by 2nd claimant, if any)

20. Claimant Name (Last, First, Middle) If trust, please list trust name and complete Trustee Certification section.
21. Street Address:
22. City:
23. State and Zip:
24. Daytime Phone Number:
25. Date of Birth:
26. Social Security or Tax ID Number:
27. Relationship to Deceased:
28. I am filing this claim as:
    - ☐ an individual who is named as a beneficiary under the policy
    - ☐ a Trustee of a Trust which is named as a beneficiary under the policy
    - ☐ an Executor of Estate which is named as a beneficiary under the policy
    - ☐ Other
29. Are you a U.S. Citizen? ☐ Yes ☐ No
    If "No" please list country of citizenship
30. **Policies subject to Viatical / Life Settlement transactions** - Are you a viatical settlement provider, life settlement provider, the receiver or conservator of viatical or life settlement company, a viatical or life financing entity, trustee, agent, securities intermediary or other representative of a viatical or life settlement provider, or an individual or entity which invested in this policy as a viatical or life settlement? ☐ Yes ☐ No

YOUR SIGNATURE IS REQUIRED ON THE NEXT PAGE.

EXHIBIT E

BT000100

LAIMANT STATEMENT

SETTLEMENT OPTIONS

The policy may contain one or more settlement options, such as Interest Payments, Installments for a Specified Amount, Life Annuity, Life Annuity with Period Certain, and/or Joint Life and Survivorship Annuity. You may choose to receive a lump sum payment or another settlement option available in the policy under which a claim is made. For more information, refer to the optional methods of policy settlement provision in the policy or contact us at the mailing address noted on the front of the claim form.

If you wish to select a settlement option, please indicate your settlement selection by name (not by number) on the line below after you have carefully reviewed the options available in the policy. Availability of settlement options are subject to the terms of the policy. If you do not choose a settlement option, we will send a lump sum settlement to you.

Name of Settlement Option from Policy

Important Information About the USA PATRIOT Act

To help fight the funding of terrorism and money-laundering activities, the U.S. government has passed the USA PATRIOT Act, which requires banks, including our processing agent bank, to obtain, verify and record information that identifies persons who engage in certain transactions with or through a bank. This means that we will need to verify the name, residential or street address (no P.O. Boxes), date of birth and social security number or other tax identification number of all account owners.

SUBSTITUTE FOR IRS FORM W-9

This information is being collected on this form versus IRS form W-9 and will be used for supplying information to the Internal Revenue Service (IRS). Under penalty of perjury, I certify that 1) the tax ID number above is correct (or I am waiting for a number to be issued to me), 2) I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3) I am a U.S. person (including a U.S. resident alien). Please cross through item 2 if you have been notified by the IRS that you are subject to backup withholding because you have failed to report all interest and dividends on your tax return.

SIGNATURES

I/We do hereby make claim to said insurance, declare that the answers recorded above are complete and true, and agree that the furnishing of this and any supplemental forms do not constitute an admission by the Company that there was any insurance in force on the life in question, nor a waiver of its rights or defenses.

For Residents of New York: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

For Residents of All Other States: See the Fraud Information section of this claim form.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Personal Rep & Trustee — 11/1/14

Signature of Claimant and Title — Date

Signature of Second Claimant, if any, and Title — Date

BT000101

TS006082

CLAIMANT STATEMENT

TRUSTEE CERTIFICATION

TRUSTEE CERTIFICATION (to be completed if trust is claiming benefits)

COMPLETE THIS SECTION ONLY IF A TRUST IS CLAIMING BENEFITS
Please include a copy of the trust agreement, including the signature page(s) and any amendments.

I/We, the undersigned trustee(s), represent and warrant that the copy of the trust agreement, which we will provide you pursuant to this certification, is a true and exact copy of said agreement, that said agreement is in full force and effect, and that we have the authority to make this certification.

Generation Skipping Transfer Tax Information - THIS MUST BE COMPLETED FOR PAYMENT

I/We the undersigned, on oath, deposes and states as follows with respect to the possible application of the Generation Skipping Transfer (GST) tax to the death benefit payment (Mark the appropriate item):

___ 1. The GST tax does not apply because the death benefit is not included in the decedent's estate for federal estate tax purposes.

___ 2. The GST tax does not apply because the GST tax exemption will offset the GST tax.

__✓__ 3. The GST tax does not apply because at least one of the trust beneficiaries is not a "skipped" person.

___ 4. The GST tax does not apply because of the reasons set forth in the attached document (Please attach document setting forth the reasons why you believe the GST tax does not apply.)

___ 5. The GST tax may apply. As a result, the death benefit payment IS subject to withholding of the applicable GST tax. Enclosed is the completed Schedule R-1 (Form 706) for submission to the Internal Revenue Service.

Name of Trust	Date of Trust Agreement
Simon Bernstein Irrevocable Insurance Trust	Oct 01 1995
Date of all Amendments	Trust Tax ID Number
	65 6178916

Printed Name of Trustee(s)	Signature(s)
a Robert L. Spallina	
b	
c	
d	

BT000103

TS006083

LAW OFFICES
TESCHER & SPALLINA, P.A.

BOCA VILLAGE CORPORATE CENTER I
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FLORIDA 33431

TEL 561-997-7008
FAX 561-997-7308
TOLL FREE: 888-997-7008
WWW.TESCHERSPALLINA.COM

ATTORNEYS
DONALD R. TESCHER
ROBERT L. SPALLINA
LAUREN A. GALVANI

SUPPORT STAFF
DIANE DUSTIN
KIMBERLY MORAN
SUANN TESCHER

December 6, 2012

VIA FACSIMILE: 803-333-4936
Attn: Bree
Claims Department
Heritage Union Life Insurance Company
1275 Sandusky Road
Jacksonville, IL 62651

Re: **Insured: Simon L. Bernstein**
Contract No.: 1009208

Dear Bree:

As per our earlier telephone conversation:

- We are unable to locate the Simon Bernstein Irrevocable Insurance Trust dated June 1, 1995, which we have spent much time searching for.
- Mrs. Shirley Bernstein was the initial beneficiary of the 1995 trust, but predeceased Mr. Bernstein.
- The Bernstein children are the secondary beneficiaries of the 1995 trust
- We are submitting the Letters of Administration for the Estate of Simon Bernstein showing that we are the named Personal Representatives of the Estate
- We would like to have the proceeds from the Heritage policy released to our firm's trust account so that we can make distributions amongst the five Bernstein children
- If necessary, we will prepare for Heritage an Agreement and Mutual Release amongst all the children.
- We are enclosing the SS4 signed by Mr. Bernstein in 1995 to obtain the FIN number for the 1995 trust.

If you have any questions with regard to the foregoing, please do not hesitate to contact me.

Sincerely,

Robert L. Spallina/km

ROBERT L. SPALLINA

RLS/km

Enclosures

EXHIBIT
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We are going to do what is necessary to have the proceeds paid where they were intended to be paid, as quickly as possible now. If you think I am factually incorrect about any of this, please either call me or email me and explain where I may be wrong. It goes without saying, this is not my expertise. I am processing the same information that everyone else is working with and this is how I see it.

Ted

This is my analysis on the Heritage payout thus far. First, I would like to review the insurance policy as well as the official statements respecting investment returns, use of returns to pay premiums and loans taken from the policy. I understand Ted and Pam have the policy, and do not understand why Mr. Spallina thinks it is curious that I also want to review these materials. Second, I understand the expressed concerns that if the proceeds are paid to the estate then the proceeds would be subject to the claims of creditors of the estate. It is my understanding that the "plan" is to have the proceeds payable to a trust to avoid creditor claims; however, I have also been counseled that if a trust is utilized an estate creditor can challenge the trust transaction as a fraudulent conveyance used to avoid the creditor's claim. We have been told that Dad designated his 1995 trust as his beneficiary with Heritage. We were also told that that trust cannot be located. I would also like to review an affidavit that indicates the precise steps that were taken and by whom and with whom to locate the 1995 trust, and I would imagine that Heritage will require the same. Heritage, we were told, is now saying that the proceeds may have to go to the State under the applicable escheat laws, so Mr. Spallina is telling us that if Heritage accepts a new trust with all potential beneficiaries agreeing to the mechanism, that Heritage may pay the proceeds to this new trust and not to the State. I have been told that the reason the law requires a trust document (and not simply statements from someone who claims they saw the trust) is that it demonstrates Dad's desires, and because Dad had the right to change his mind and thus the beneficiaries under the trust, nothing short of the actual 1995 trust document may be sufficient to Heritage. Last, because the 1995 trust document cannot be located, the proceeds should go to the beneficiaries under {Article IV 2j] and [Article III] of Dad's will, which picks up insurance proceeds under failed beneficiary designations. Under Dad's will and trust, these amounts, like the rest of his estate goes to his grandchildren in equal parts. Thus, to the extent it is decided to use a new trust to avoid the escheat laws, the only beneficiaries that may be acceptable to me is the grandchildren. As I stated above, I and my siblings should remain concerned that any estate creditor could challenge the transaction as a fraudulent conveyance. Also, having the 5 children as beneficiaries with each having the right to disclaim in favor of their children (i.e., Dad's grandchildren) is not acceptable for 2 reasons. First, such a scheme is not consistent with Dad's wishes under his will and trust agreement. Whatever Dad may have provided under the 1995 trust is both unknown and not relevant as stated above. The second reason is simple economics. My kids would get a 33% distribution under the proper method, but only 20% under the other scheme.
Regards,

Ted Bernstein - President

Life Insurance Concepts
750 Peninsula Corporate Circle, Suite 3010
Boca Raton, FL 33487
Tel: 561.988.8984
Toll Free: 866.395.8984
Fax: 561.988.0833
Email: Tbernstein@lifeInsuranceConcepts.com
www.LifeInsuranceConcepts.com

EXHIBIT
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BT000052

TS006085

Diane Dustin

From: eservice@myflcourtaccess.com
Sent: Wednesday, February 12, 2014 9:59 AM
Subject: SERVICE OF COURT DOCUMENT - CASE NUMBER 502012CP004391XXXXSB - Part 1 of 2
Attachments: - Pages 1 to 57.pdf

This is an automatic e-mail message generated by the ePortal system. Please DO NOT RESPOND to this e-mail as the mail box is unattended.

Notice of Electronic Filing

The following transaction was entered on 02/12/2014 09:57:56 AM ET.

Court:	Fifteenth Judicial Circuit in and for Palm Beach County, Florida
Case #:	502012CP004391XXXXSB
Case Style:	IN RE: Estate of Not Available
Document Title:	Response To:
Filer:	Peter M. Feaman 561-734-5552

Notice has been electronically mailed to:

Name	Primary Email	Alternate Email 1	Alternate Email 2
Donald R. Tescher	dtescher@tescherspallina.com	ddustin@tescherspallina.com	kmoran@tescherspallina.com
John J. Pankauski	courtfilings@pankauskilawfirm.com	john@pankauskilawfirm.com	
Alan B Rose	arose@pm-law.com	mchandler@pm-law.com	blewter@pm-law.com
Peter M. Feaman, Esq.	service@feamanlaw.com	mkoskey@feamanlaw.com	
Robert L. Spallina	rspallina@tescherspallina.com	kmoran@tescherspallina.com	ddustin@tescherspallina.com
Peter M. Feaman	service@feamanlaw.com	mkoskey@feamanlaw.com	pfeaman@feamanlaw.com

Notice is not sent to:

Name	Primary Email	Alternate Email 1	Alternate Email 2
Mark R Manceri	mrmlaw@comcast.net	mrmlaw1@gmail.com	

Diane Dustin

From: eservice@myflcourtaccess.com
Sent: Wednesday, February 12, 2014 9:59 AM
Subject: SERVICE OF COURT DOCUMENT - CASE NUMBER 502012CP004391XXXXSB - Part 2 of 2
Attachments: - Pages 58 to 67.pdf

This is an automatic e-mail message generated by the ePortal system. Please DO NOT RESPOND to this e-mail as the mail box is unattended.

Notice of Electronic Filing

The following transaction was entered on 02/12/2014 09:57:56 AM ET.

Court:	Fifteenth Judicial Circuit in and for Palm Beach County, Florida
Case #:	502012CP004391XXXXSB
Case Style:	IN RE: Estate of Not Available
Document Title:	Response To:
Filer:	Peter M. Feaman 561-734-5552

Notice has been electronically mailed to:

Name	Primary Email	Alternate Email 1	Alternate Email 2
Donald R. Tescher	dtescher@tescherspallina.com	ddustin@tescherspallina.com	kmoran@tescherspallina.com
John J. Pankauski	courtfilings@pankauskilawfirm.com	john@pankauskilawfirm.com	
Alan B Rose	arose@pm-law.com	mchandler@pm-law.com	blewter@pm-law.com
Peter M. Feaman, Esq.	service@feamanlaw.com	mkoskey@feamanlaw.com	
Robert L. Spallina	rspallina@tescherspallina.com	kmoran@tescherspallina.com	ddustin@tescherspallina.com
Peter M. Feaman	service@feamanlaw.com	mkoskey@feamanlaw.com	pfeaman@feamanlaw.com

Case: 1:13-cv-03643 Document #: 258-6 Filed: 08/27/16 Page 887 of 1000 PageID #:10327

Notice is not sent to:

Name	Primary Email	Alternate Email 1	Alternate Email 2
Mark R Manceri	mrmlaw@comcast.net	mrmlaw1@gmail.com	

Case 1:13-cv-03543-DLC Document #: 258-6 Filed: 08/27/15 Page 388 of 1000 PageID #: 10328

Kimberly Moran

From: eservice@myflcourtaccess.com
Sent: Tuesday, January 28, 2014 4:05 PM
Subject: SERVICE OF COURT DOCUMENT - CASE NUMBER 502011CP000653XXXXSB

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Notice of Electronic Filing

The following transaction was entered on 01/28/2014 04:04:54 PM ET.

Court:	Fifteenth Judicial Circuit in and for Palm Beach County, Fl
Case #:	502011CP000653XXXXSB
Case Style:	IN RE: Estate of Not Available
Document Title:	Notice Of Hearing
Filer:	Robert L. Spallina 561-997-7008

Notice has been electronically mailed to:

Name	Primary Email	Alternate Email 1
Robert L. Spallina	rspallina@tescherspallina.com	kmoran@tescherspa.com

Notice is not sent to:

Name	Primary Email	Alternate Email 1
Brandan J. Pratt	bpratt@huthpratt.com	luanne@huthpratt.c
Mark R Manceri	mrmlaw@comcast.net	mrmlaw1@gmail.co
Peter M. Feaman	service@feamanlaw.com	mkoskey@feamanlam

Case 1:13-cv-03643 Document #: 258-6 Filed: 08/27/18 Page 389 of 1000 PageID #:10329

Kimberly Moran

From: eservice@myflcourtaccess.com
Sent: Tuesday, January 28, 2014 4:08 PM
Subject: SERVICE OF COURT DOCUMENT - CASE NUMBER 502012CP004391XXXXSB

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Notice of Electronic Filing

The following transaction was entered on 01/28/2014 04:06:55 PM ET.

Court:	Fifteenth Judicial Circuit in and for Palm Beach County, Fl
Case #:	502012CP004391XXXXSB
Case Style:	IN RE: Estate of Not Available
Document Title:	Notice Of Hearing
Filer:	Robert L. Spallina 561-997-7008

Notice has been electronically mailed to:

Name	Primary Email	Alternate Email 1
Robert L. Spallina	rspallina@tescherspallina.com	kmoran@tescherspa.com

Notice is not sent to:

Name	Primary Email	Alternate Email 1
Mark R Manceri	mrmlaw@comcast.net	mrmlaw1@gmail.co
Peter M. Feaman, Esq.	service@feamanlaw.com	mkoskey@feamanlam

Kimberly Moran

From: Kimberly Moran

Sent: Tuesday, January 28, 2014 4:10 PM

To: 'tbernstein@lifeinsuranceconcepts.com'; 'psimon@stpcorp.com'; 'jilliantoni@gmail.com'; 'lisa.friedstein@gmail.com'; 'iviewit@iviewit.tv'

Cc: Donald Tescher; Robert Spallina

Subject: RE: SERVICE OF COURT DOCUMENT - CASE NO.: 502012CP004391XXXXSB

Court Identity:	IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA
Case No.	502012CP004391XXXXSB
Initial Parties	IN RE: ESTATE OF SIMON BERNSTEIN
Document being served:	NOTICE OF HEARING ON PETITION FOR RESIGNATION AND DISCHARGE
Sender's Name	ROBERT L. SPALLINA, ESQ.
Sender's Firm	TESCHER & SPALLINA, P.A.
Sender's Phone No.	561-997-7008

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

1/28/2014

Kimberly Moran

From: Kimberly Moran
Sent: Tuesday, January 28, 2014 4:08 PM
To: 'tbernstein@lifeinsuranceconcepts.com'; 'psimon@stpcorp.com'; 'jilliantoni@gmail.com'; 'lisa.friedstein@gmail.com'
Cc: Robert Spallina; Donald Tescher
Subject: RE: SERVICE OF COURT DOCUMENT - CASE NO.: 502011CP000653XXXXSB

Court Identity:	IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA
Case No.	502011CP000653XXXXSB
Initial Parties	IN RE: ESTATE OF SHIRLEY BERNSTEIN
Document being served:	NOTICE OF HEARING ON MOTION TO WITHDRAW AS COUNSEL
Sender's Name	ROBERT L. SPALLINA, ESQ.
Sender's Firm	TESCHER & SPALLINA, P.A.
Sender's Phone No.	561-997-7008

Kimberly Moran, Legal Assistant
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4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

1/28/2014

Kimberly Moran

From: Kimberly Moran

Sent: Wednesday, January 22, 2014 2:39 PM

To: 'tbernstein@lifeinsuranceconcepts.com'; 'ARose@pm-law.com'; 'mrmlaw@comcast.net'; 'jilliantoni@gmail.com'; 'psimon@stpcorp.com'; 'lisa.friedstein@gmail.com'; 'iviewit@iviewit.tv'; Donald Tescher

Cc: Robert Spallina

Subject: RE: SERVICE OF COURT DOCUMENT - CASE NO. 502012CP004391XXXXSB

Court Identity:	IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA
Case No.	50 2012 CP 004391 XXXX SB
Initial Parties:	IN RE: ESTATE OF SIMON L. BERNSTEIN
Document Being Served:	PETITION FOR RESIGNATION AND DISCHARGE
Sender's Name	ROBERT L. SPALLINA, ESQ.
Sender's Firm	TESCHER & SPALLINA, P.A.
Sender's Phone Number:	561-997-7008

Kimberly Moran, Legal Assistant
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Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

1/22/2014

Kimberly Moran

From: eservice@myflcourtaccess.com
Sent: Wednesday, January 22, 2014 12:50 PM
Subject: SERVICE OF COURT DOCUMENT - CASE NUMBER 502012CP004391XXXXSB

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Notice of Electronic Filing

The following transaction was entered on 01/22/2014 12:49:52 PM ET.

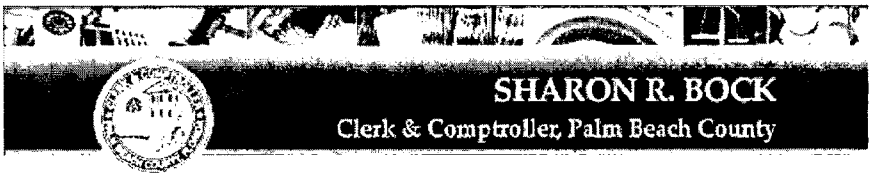
Court:	Fifteenth Judicial Circuit in and for Palm Beach County, Fl
Case #:	502012CP004391XXXXSB
Case Style:	IN RE: Estate of Not Available
Document Title:	Petition For Discharge
Filer:	Robert L. Spallina 561-997-7008

Notice has been electronically mailed to:

Name	Primary Email	Alternate Email 1
Mark R Manceri	mrmlaw@comcast.net	mrmlaw1@gmail.co
Robert L. Spallina	rspallina@tescherspallina.com	kmoran@tescherspa.com

Notice is not sent to:

Name	Primary Email	Alternate Email 1
Peter M. Feaman, Esq.	service@feamanlaw.com	mkoskey@feamanlam



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Filing Received Confirmation

1 document is successfully submitted for filing to Trial Court for Palm Beach County, Florida Probate Division
Uniform Case # you have provided is 502012CP004391XXXXSB
Clerk Case # you have provided is 2012CP004391
Reference # for this filing is 9416625

Important: If you should contact the court about any document in this filing, please provide this Filing # to help us locate this filing.

You may want to print this page for your records. Print

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Filing #	UCN	Clerk Case #	Status	County	Division	Submission Date	Completion Date/Remarks
9416625	502012CP004391XXXXSB	2012CP004391	Validating Filing	Palm Beach	Probate	01/22/2014 12:49:52 PM	
9416358	502012CP004391XXXXSB	2012CP004391	Pending Filing	Palm Beach	Probate	01/22/2014 12:45:28 PM	
9416201	502011CP000653XXXXSB	2011CP000653	Pending Filing	Palm Beach	Probate	01/22/2014 12:42:54 PM	
9414158	502012CA013933XXXXMB	2012CA013933	Validating Filing	Palm Beach	Circuit Civil	01/22/2014 12:12:25 PM	

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN, File No.502011CP000653XXXXSB

Deceased.

ORDER ON MOTION TO WITHDRAW AS COUNSEL

THIS CAUSE having come before the Court for the issuance of an Order Authorizing the Withdrawal of Counsel for successor Personal Representative, Ted S. Bernstein, and the Court having read the Motion to Withdraw as Counsel, reviewed the file, and being otherwise duly advised in the premises, it is hereby

ADJUDGED that ROBERT SPALLINA, ESQ. and the law firm of TESCHER & SPALLINA, P.A. are authorized to withdraw as the attorneys for Ted S. Bernstein.

DONE AND ORDERED on _____, 2014, in Delray Beach, Florida.

_____

Circuit Judge

cc: Individuals on attached service list

SERVICE LIST

Theodore Stuart Bernstein (e-mail)
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950 Peninsula Corporate Circle, Suite 3010
Boca Raton, Florida 33487

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2753 NW 34th Street
Boca Raton, Florida 33434

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Highland Park, Illinois 60035

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Boca Raton, Florida 33431

Donald R. Tescher, Esq. (U.S. Mail)
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON BERNSTEIN, File No. 502012CP004391XXXXSB

Deceased.

ORDER ON MOTION TO WITHDRAW AS COUNSEL

THIS CAUSE having come before the Court for the issuance of an Order Authorizing the Withdrawal of Counsel for successor Personal Representative, Ted S. Bernstein, and the Court having read the Motion to Withdraw as Counsel, reviewed the file, and being otherwise duly advised in the premises, it is hereby:

ADJUDGED that ROBERT SPALLINA, ESQ. and the law firm of TESCHER & SPALLINA, P.A. are authorized to withdraw as the attorneys for Ted S. Bernstein.

DONE AND ORDERED on _____, 2014, in Delray Beach, Florida.

_____

Circuit Judge

cc: Robert L. Spallina, Esq.
Individuals on attached service list

SERVICE LIST

Theodore Stuart Bernstein Life Insurance Concepts 950 Peninsula Corporate Circle, Suite 3010 Boca Raton, Florida 33487	tbernstein@lifeinsuranceconcepts.com
Eliot Bernstein 2753 NW 34th Street Boca Raton, Florida 33434	iviewit@iviewit.tv
Lisa Sue Friedstein 2142 Churchill Lane Highland Park, Illinois 60035	lisa@friedsteins.com
Pamela Beth Simon 950 North Michigan Avenue, Suite 2603 Chicago, Illinois 60611	psimon@stpcorp.com
Jill Iantoni 2101 Magnolia Lane Highland Park, Illinois 60035	jilliantoni@gmail.com
Alan B. Rose, Esq. Page Mrachek Fitzgerald Rose Konopka & Dow PA 505 S Flagler Dr Ste 600 West Palm Beach, Florida 33401	arose@pm-law.com

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SIMON L. BERNSTEIN, **PROBATE DIVISION**

Deceased. **CASE NO. 502012CP004391XXXXSB**

_____/

ELIOT IVAN BERNSTEIN, PRO SE **DIVISION: IY (COLIN)**

Petitioner

vs.

TESCHER & SPALLINA, P.A., (and all parties, associates and of counsel); ROBERT L. SPALLINA (both personally and professionally); DONALD R. TESCHER (both personally and professionally); THEODORE STUART BERNSTEIN (as alleged personal representative, trustee, successor trustee) (both personally and professionally); et. al.

Respondents.

_____/

ORDER ON PETITION FOR RESIGNATION AND DISCHARGE

This cause was heard by the Court on the co-Personal Representatives' Petition for Resignation and Discharge on February 18, 2014, and the Court, having heard arguments of counsel, and otherwise being fully advised in the premises, ORDERS AND ADJUDGES AS FOLLOWS:

1. The Petitioners' request to accept their resignation is ACCEPTED. The co-Personal Representatives' Letters of Administration are hereby revoked.

2. Within ____ business days from the later of the date of this order or the appointment of a successor fiduciary, the resigning co-Personal Representatives shall deliver to the successor fiduciary all property of the Estate, real, personal, tangible or intangible, all of the documents and records of the Estate and all records associated with any property of the Estate, regardless of whether such property has been previously distributed, transferred, abandoned or otherwise disposed of.

3. The Petitioners' request to reserve ruling on their discharge is ACCEPTED.

4. The resigning co-Personal Representatives shall file an accounting and a Renewed Petition for Discharge within sixty (60) days after the date hereof, which Renewed Petition for Discharge shall be verified and recite that the letters of administration have been revoked, the resigning co-Personal Representatives have surrendered all undistributed Estate assets, records, documents, papers and other property of or concerning the Estate to the successor fiduciary as set forth above, and the amount of compensation paid or to be paid by the resigning co-Personal Representatives pursuant to Probate Rule 5.430(g). Such accounting shall include cash and transactions from the commencement of administration of the Estate and ending as of the date the accounting is submitted.

5. The resigning co-Personal Representatives shall serve notice of filing and a copy of the accounting and Renewed Petition for Discharge on all interested parties and the notice shall state that the objection to the Renewed Petition for Discharge must be filed within thirty days after the later of service of the petition or service of the accounting on that interested person pursuant to Probate Rule 5.430(i).

6. The successor Personal Representative or Curator is authorized to pay a $_____ retainer to the accountant whom the Successor Personal Representative or Curator selects to provided the accounting which this Order requires. The accountant's hourly rate and compensation shall be subject to court approval.

DONE AND ORDERED in Delray Beach, Florida, this _____ day of _____, 2014.

_____
Circuit Judge

cc: Parties on attached service list

SERVICE LIST

Theodore Stuart Bernstein (e-mail)
Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, Florida 33487

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Page Mrachek Fitzgerald Rose Konopka & Dow PA
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WWW.TESCHERSPALLINA.COM

ATTORNEYS
DONALD R. TESCHER
ROBERT L. SPALLINA
LAUREN A. GALVANI

SUPPORT STAFF
DIANE DUSTIN
KIMBERLY MORAN
SUANN TESCHER

February 14, 2014

The Honorable Martin H. Colin
Attn: Sherri, Judicial Assistant
Palm Beach South County Courthouse
200 W. Atlantic Avenue
Delray Beach, FL 33444

VIA HAND DELIVERY

Re: Estate of Shirley Bernstein
Case No. 502011CP000653XXXXSB
and
Estate of Simon Bernstein
Case No. 502012CP004391XXXXSB

Dear Sherri:

In connection with the upcoming hearing scheduled for **Tuesday, February 18, 2014,** (one hour reserved), enclosed please find courtesy copies of the following:

1. Estate of Shirley Bernstein

   a. Notice of Hearing on Motion to Withdraw as Counsel (copy attached)
   b. Proposed Order on Motion to Withdraw as Counsel

2. Estate of Simon Bernstein

   a. Notice of Hearing on Petition for Resignation and Discharge (copy attached)
   b. Proposed Order on Petition for Resignation and Discharge
   c. Notice of Hearing on Motion to Withdraw as Counsel (copy attached)
   d. Proposed Order on Motion to Withdraw as Counsel

Sincerely,

DONALD R. TESCHER

DRT/dd
Enclosures
cc: See attached service list

SERVICE LIST

Theodore Stuart Bernstein
Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, Florida 33487

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Boca Raton, Florida 33434

Lisa Sue Friedstein
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Highland Park, Illinois 60035

Pamela Beth Simon
950 North Michigan Avenue, Suite 2603
Chicago, Illinois 60611

Jill Iantoni
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West Palm Beach, Florida 33401

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West Palm Beach, FL 33401

Peter Feaman Esq.
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Boynton Beach, FL 33436

Alexandra Bernstein
300 0 Washington Blvd., Apt. 424
Arlington, VA 22201

Eric Bernstein
2231 Bloods Grove Circle
Delray Beach, FL 33445

Michael Bernstein
2231 Bloods Grove Circle
Delray Beach, FL 33445

Matt Logan
2231 Bloods Grove Circle
Delray Beach, FL 33445

Molly Simon
1731 N. Old Pueblo Drive
Tucson, AZ 85745

Daniel Bernstein, a minor
c/o Eliot and Candice Bernstein,
his parents and natural guardians
2753 NW 34th Street
Boca Raton, Florida 33434

Jacob Bernstein, a minor
c/o Eliot and Candice Bernstein,
his parents and natural guardians
2753 NW 34th Street
Boca Raton, Florida 33434

Joshua Bernstein, a minor
c/o Eliot and Candice Bernstein,
his parents and natural guardians
2753 NW 34th Street
Boca Raton, Florida 33434

Julia Iantoni, a minor
c/o Guy and Jill Iantoni
2101 Magnolia Lane
Highland Park, Illinois 60035

Max Friedstein, a minor
c/o Jeffrey and Lisa Sue Friedstein
2142 Churchill Lane
Highland Park, Illinois 60035

Carley Friedstein, a minor
c/o Jeffrey and Lisa Sue Friedstein
2142 Churchill Lane
Highland Park, Illinois 60035

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA
PROBATE DIVISION

IN RE: ESTATE OF SHIRLEY BERNSTEIN,

Deceased.

File No. 502011CP000653XXXXSB

ELIOT IVAN BERNSTEIN, PRO SE

Division: COLIN

Petitioner

vs.

TESCHER & SPALLINA, P.A., (and all parties associates and of counsel); ROBERT L. SPALLINA, (both personally and professionally); DONALD R. TESCHER (both personally and professionally); THEODORE STUART BERNSTEIN (as alleged personal representative, trustee, successor trustee) (both personally and professionally); and JOHN and JANE DOE'S (1-5000),

Respondents.

NOTICE OF HEARING
(1 Hour Reserved)

PLEASE TAKE NOTICE that the matter, as stated below, in the above-styled case, will be heard at the South Palm Beach County Courthouse, the address of which is 200 West Atlantic Avenue, Delray Beach, Florida, as follows:

MOTION/MATTER: MOTION TO WITHDRAW AS COUNSEL (copy attached)

FILED BY: Robert L. Spallina, Esq.

DATE AND TIME: February 18, 2014 @ 1:30 p.m.

JUDGE: Honorable Martin H. Colin

PLEASE GOVERN YOURSELVES ACCORDINGLY.

Respectfully Submitted,

ROBERT L. SPALLINA, ESQ.
Florida Bar No. 497381
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Telephone: (561) 997-7008
Fax: (561) 997-7308
Primary: rspallina@tescherspallina.com
Secondary: dtescher@tescherspallina.com

CERTIFICATE OF SERVICE

I CERTIFY that a true and correct copy of the foregoing has been furnished via email and by U.S. Mail, as noted, to all parties on the following Service List, this 24 day of January, 2014.

ROBERT L. SPALLINA, ESQ.

Case No.: 502011CP000653XXXXSB

SERVICE LIST

NAME	EMAIL	ADDRESS
Ted S. Bernstein	tbernstein@lifeinsuranceconcepts.com	880 Berkeley Street Boca Raton, FL 33487
Pamela B. Simon	psimon@stpcorp.com	950 North Michigan Avenue, Suite 2603 Chicago, IL 60606
Eliot Bernstein	iviewit@iviewit.tv	2753 NW 34th St. Boca Raton, FL 33434
Jill Iantoni	jilliantoni@gmail.com	2101 Magnolia Lane Highland Park, IL 60035
Lisa S. Friedstein	lisa@friedsteins.com	2142 Churchill Lane Highland Park, IL 60035

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN, File No.502011CP000653XXXXSB

Deceased.

MOTION TO WITHDRAW AS COUNSEL

COME NOW, Robert L. Spallina, Esq., and Tescher & Spallina, P.A., pursuant to Rule 2.505 of the Florida Rules of Judicial Administration, hereby file this Motion to Withdraw as Counsel and, in support thereof, state as follows:

1. TESCHER & SPALLINA, P.A. was retained by Ted S. Bernstein as successor Personal Representative (hereinafter, the "Client") to represent him in these proceedings.

2. ROBERT L. SPALLINA, ESQ. of TESCHER & SPALLINA, P.A. was the attorney responsible for rendering services to the Client.

3. Irreconcilable differences have arisen which prevent the continued representation of the Client.

4. The mailing address, e-mail address and telephone number of the Client are as follows:

Mailing Address:	950 Peninsula Corporate Circle, Suite 3010
	Boca Raton, Florida 33487
E-Mail Address:	tbernstein@lifeinsuranceconcepts.com
Telephone Number:	(561) 988-8994

WHEREFORE, TESCHER & SPALLINA, P.A. and ROBERT L. SPALLINA, ESQ., hereby respectfully request that this Honorable Court enter an Order consistent with the relief requested herein allowing TESCHER & SPALLINA, P.A. and ROBERT L. SPALLINA, ESQ.

to withdraw and any other relief this Honorable Court deems just, equitable and proper.

Signed on 27 Jan, 2014.

TESCHER & SPALLINA, P.A.

By: _____
ROBERT L. SPALLINA, ESQUIRE
Florida Bar No. 497381
4855 Technology Way, St. 720
Boca Raton, FL 33431
Telephone: 561-997-7008
rspallina@tescherspallina.com
kmoran@tescherspallina.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by e-mail to the designated address(es) and U.S. Mail, as noted, to all parties on the following Service List, this 9th day of January, 2014.

Robert L. Spallina, Esq.

SERVICE LIST

Theodore Stuart Bernstein (e-mail)
Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, Florida 33487

Eliot Bernstein (U.S. Mail)
2753 NW 34th Street
Boca Raton, Florida 33434

Lisa Sue Friedstein (U.S. Mail)
2142 Churchill Lane
Highland Park, Illinois 60035

Pamela Beth Simon (U.S. Mail)
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Alan B. Rose, Esq. (E-mail)
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Mark R. Manceri, Esq. (E-mail)
Mark. R. Manceri, P.A.
2929 East Commercial Boulevard, Ste. 702
Fort Lauderdale, Florida 33308

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN, File No.502011CP000653XXXXSB

Deceased.

ORDER ON MOTION TO WITHDRAW AS COUNSEL

THIS CAUSE having come before the Court for the issuance of an Order Authorizing the Withdrawal of Counsel for successor Personal Representative. Ted S. Bernstein. and the Court having read the Motion to Withdraw as Counsel, reviewed the file, and being otherwise duly advised in the premises, it is hereby

ADJUDGED that ROBERT SPALLINA, ESQ. and the law firm of TESCHER & SPALLINA, P.A. are authorized to withdraw as the attorneys for Ted S. Bernstein.

DONE AND ORDERED on _____, 2014, in Delray Beach, Florida.

_____

Circuit Judge

cc: Individuals on attached service list

SERVICE LIST

Theodore Stuart Bernstein (e-mail)
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950 Peninsula Corporate Circle, Suite 3010
Boca Raton, Florida 33487

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Boca Raton, Florida 33431

Donald R. Tescher, Esq. (U.S. Mail)
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA PROBATE DIVISION

IN RE: ESTATE OF SIMON BERNSTEIN,

Deceased.

File No. 502012CP004391XXXXSB

Division: COLIN

NOTICE OF HEARING
(1 Hour Reserved)

PLEASE TAKE NOTICE that the matter, as stated below, in the above-styled case, will be heard at the South Palm Beach County Courthouse, the address of which is 200 West Atlantic Avenue, Delray Beach, Florida, as follows:

MOTION/MATTER: PETITION FOR RESIGNATION AND DISCHARGE (copy attached)

FILED BY: Robert L. Spallina, Esq.

DATE AND TIME: February 18, 2014 @ 1:30 p.m.

JUDGE: Honorable Martin H. Colin

PLEASE GOVERN YOURSELVES ACCORDINGLY.

Respectfully Submitted,

ROBERT L. SPALLINA, ESQ.
Florida Bar No. 497381
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Telephone: (561) 997-7008
Fax: (561) 997-7308
Primary: rspallina@tescherspallina.com
Secondary: dtescher@tescherspallina.com

CERTIFICATE OF SERVICE

I CERTIFY that a true and correct copy of the foregoing has been furnished via email and by U.S. Mail, as noted, to all parties on the following Service List, this 27 day of January, 2014.

ROBERT L. SPALLINA, ESQ.

Case No.: 502012CP004391XXXXSB IY

SERVICE LIST

NAME	EMAIL	ADDRESS
Ted S. Bernstein	tbernstein@lifeinsuranceconcepts.com	880 Berkeley Street Boca Raton, FL 33487
Pamela B. Simon	psimon@stpcorp.com	950 North Michigan Avenue, Suite 2603 Chicago, IL 60606
Eliot Bernstein	iviewit@iviewit.tv	2753 NW 34th St. Boca Raton, FL 33434
Jill Iantoni	jilliantoni@gmail.com	2101 Magnolia Lane Highland Park, IL 60035
Lisa S. Friedstein	lisa@friedsteins.com	2142 Churchill Lane Highland Park, IL 60035

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SIMON L. BERNSTEIN,	PROBATE DIVISION
Deceased.	CASE NO. 502012CP004391XXXXSB
ELIOT IVAN BERNSTEIN, PRO SE	DIVISION: IY (COLIN)
Petitioner	
vs.	
TESCHER & SPALLINA, P.A., (and all parties, associates and of counsel); ROBERT L. SPALLINA (both personally and professionally); DONALD R. TESCHER (both personally and professionally); THEODORE STUART BERNSTEIN (as alleged personal representative, trustee, successor trustee) (both personally and professionally); et. al.	
Respondents.	

PETITION FOR RESIGNATION AND DISCHARGE

Petitioners, Donald R. Tescher and Robert L. Spallina, as co-Personal Representatives of the Estate of Simon L. Bernstein, hereby file their Petition for Resignation and Discharge and state:

1. Donald R. Tescher and Robert L. Spallina are the named co-Personal Representatives under the Last Will and Testament of Simon L. Bernstein admitted to probate on October 2, 2012, with Letters of Administration issued on that same day.

2. As a result of irreconcilable differences with the children and grandchildren of Simon L. Bernstein, it is necessary for the Petitioners to resign, and the Petitioners hereby seek leave to resign pursuant to § 733.502 of the Florida Statutes. The family members have indicated that they are amenable to this voluntary resignation of the co-Personal Representatives.

3. The interests of the estate will not be jeopardized by the resignation of the co - Personal Representatives.

4. The Petitioners will co-operate with the duly appointed successor Personal Representative or court-appointed curator pending appointment of a successor Personal Representative pursuant to § 733.5061 of the Florida Statutes and will immediately make available all relevant documents and materials, subject to retaining such access as necessary to permit the Petitioners to fulfill their accounting obligations under § 733.5061 and § 733.508 of the Florida Statutes.

5. Upon rendering a final accounting and fulfilling their obligations and responsibilities outlined in § 733.502, § 733.5035, § 733.5036, § 733.508, and § 733.509 of the Florida statutes, as well as related Probate Rules, the Petitioners request that this Court discharge the Petitioners as co-Personal Representatives.

WHEREFORE, Petitions request this court issue an Order accepting their resignation as co-Personal Representatives and revoking their Letters of Administration pursuant to § 733.502 of the Florida Statutes, reserving any and all issues as to discharge pending the rendering of their final accounting and the fulfillment of such other responsibilities outlined herein pursuant to the Florida Statutes.

DATED this 22 day of January, 2014.

Respectfully Submitted,
TESCHER & SPALLINA, P.A.

By: _____
ROBERT L. SPALLINA, ESQUIRE
Florida Bar No. 497381
4855 Technology Way, St. 720
Boca Raton, FL 33431
Telephone: 561-997-7008
rspallina@tescherspallina.com
kmoran@tescherspallina.com

_____
ROBERT L. SPALLINA, Petitioner

_____
DONALD R. TESCHER, Petitioner

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by e-mail to the designated address(es) and U.S. Mail, as noted, to all parties on the following Service List, this 15th day of January, 2014.

Robert L. Spallina, Esq.

SERVICE LIST

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IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SIMON L. BERNSTEIN, **PROBATE DIVISION**

Deceased. **CASE NO. 502012CP004391XXXXSB**

_____/

ELIOT IVAN BERNSTEIN, PRO SE **DIVISION: IY (COLIN)**

Petitioner

vs.

TESCHER & SPALLINA, P.A., (and all parties, associates and of counsel); ROBERT L. SPALLINA (both personally and professionally); DONALD R. TESCHER (both personally and professionally); THEODORE STUART BERNSTEIN (as alleged personal representative, trustee, successor trustee) (both personally and professionally); et. al.

Respondents.

_____/

ORDER ON PETITION FOR RESIGNATION AND DISCHARGE

This cause was heard by the Court on the co-Personal Representatives' Petition for Resignation and Discharge on February 18, 2014, and the Court, having heard arguments of counsel, and otherwise being fully advised in the premises, ORDERS AND ADJUDGES AS FOLLOWS:

1. The Petitioners' request to accept their resignation is ACCEPTED. The co-Personal Representatives' Letters of Administration are hereby revoked.

2. Within ____ business days from the later of the date of this order or the appointment of a successor fiduciary, the resigning co-Personal Representatives shall deliver to the successor fiduciary all property of the Estate, real, personal, tangible or intangible, all of the documents and records of the Estate and all records associated with any property of the Estate, regardless of whether such property has been previously distributed, transferred, abandoned or otherwise disposed of.

3. The Petitioners' request to reserve ruling on their discharge is ACCEPTED.

4. The resigning co-Personal Representatives shall file an accounting and a Renewed Petition for Discharge within sixty (60) days after the date hereof, which Renewed Petition for Discharge shall be verified and recite that the letters of administration have been revoked, the resigning co-Personal Representatives have surrendered all undistributed Estate assets, records, documents, papers and other property of or concerning the Estate to the successor fiduciary as set forth above, and the amount of compensation paid or to be paid by the resigning co-Personal Representatives pursuant to Probate Rule 5.430(g). Such accounting shall include cash and transactions from the commencement of administration of the Estate and ending as of the date the accounting is submitted.

5. The resigning co-Personal Representatives shall serve notice of filing and a copy of the accounting and Renewed Petition for Discharge on all interested parties and the notice shall state that the objection to the Renewed Petition for Discharge must be filed within thirty days after the later of service of the petition or service of the accounting on that interested person pursuant to Probate Rule 5.430(i).

6. The successor Personal Representative or Curator is authorized to pay a $_____ retainer to the accountant whom the Successor Personal Representative or Curator selects to provided the accounting which this Order requires. The accountant's hourly rate and compensation shall be subject to court approval.

DONE AND ORDERED in Delray Beach, Florida, this _____ day of _____, 2014.

_____
Circuit Judge

cc: Parties on attached service list

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IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE:
ESTATE OF SIMON L. BERNSTEIN,
Deceased.
_____/

PROBATE DIVISION
CASE NO. 502012CP004391XXXXSB
DIVISION: IY (COLIN)

ELIOT IVAN BERNSTEIN, PRO SE
Petitioner

vs.

TESCHER & SPALLINA, P.A., (and all parties, associates and of counsel); ROBERT L. SPALLINA (both personally and professionally); DONALD R. TESCHER (both personally and professionally); THEODORE STUART BERNSTEIN (as alleged personal representative, trustee, successor trustee) (both personally and professionally); et. al.

Respondents.
_____/

NOTICE OF HEARING
(1 Hour Reserved)

PLEASE TAKE NOTICE that the matter, as stated below, in the above-styled case, will be heard at the South Palm Beach County Courthouse, the address of which is 200 West Atlantic Avenue, Delray Beach, Florida, as follows:

MOTION/MATTER: MOTION TO WITHDRAW AS COUNSEL (copy attached)

FILED BY: Robert L. Spallina, Esq.

DATE AND TIME: February 18, 2014 @ 1:30 p.m.

JUDGE: Honorable Martin H. Colin

PLEASE GOVERN YOURSELVES ACCORDINGLY.

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by e-mail and U.S. Mail this 11 day of February 2014, to the following parties:

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arose@pm-law.com

Respectfully Submitted,
TESCHER & SPALLINA, P.A.

By: _____
ROBERT L. SPALLINA, ESQUIRE
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dtescher@tescherspallina.com
ddustin@tescherspallina.com

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE:	PROBATE DIVISION
ESTATE OF SIMON L. BERNSTEIN,	CASE NO. 502012CP004391XXXXSB
Deceased. /	DIVISION: IY (COLIN)

ELIOT IVAN BERNSTEIN, PRO SE

Petitioner

vs.

TESCHER & SPALLINA, P.A., (and all parties, associates and of counsel); ROBERT L. SPALLINA (both personally and professionally); DONALD R. TESCHER (both personally and professionally); THEODORE STUART BERNSTEIN (as alleged personal representative, trustee, successor trustee) (both personally and professionally); et. al.

Respondents. /

MOTION TO WITHDRAW AS COUNSEL

COME NOW, Robert L. Spallina, Esq., and Tescher & Spallina, P.A., pursuant to Rule 2.505 of the Florida Rules of Judicial Administration, hereby file this Motion to Withdraw as Counsel and, in support thereof, state as follows:

1. Tescher & Spallina, P.A., was retained by Robert L. Spallina and Donald R. Tescher as co-Personal Representatives (hereinafter, the "Client") to represent them in these proceedings.

2. Irreconcilable differences have arisen which prevent the continued representation of the Estate and the Bernstein family.

4. The mailing address, e-mail address and telephone number of the Client are as follows:

Mailing Address:	4855 Technology Way, Suite 720 Boca Raton, Florida 33431
E-Mail Address:	Robert L. Spallina – rspallina@tescherspallina.com Donald R. Tescher – dtescher@tescherspallina.com
Telephone Number:	(561) 997-7008

WHEREFORE, Tescher & Spallina, P.A., Robert L. Spallina, Esq., and Donald R. Tescher, Esq., hereby respectfully request that this Honorable Court enter an Order consistent with the relief requested herein allowing TESCHER & SPALLINA, P.A. and ROBERT L. SPALLINA, ESQ. to withdraw and any other relief this Honorable Court deems just, equitable and proper.

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by e-mail and U.S. Mail to the designated parties on the attached Service List, this 11 day of February 2014.

Respectfully Submitted,

TESCHER & SPALLINA, P.A.

By: _____

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IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON BERNSTEIN, File No. 502012CP004391XXXXSB

Deceased.

ORDER ON MOTION TO WITHDRAW AS COUNSEL

THIS CAUSE having come before the Court for the issuance of an Order Authorizing the Withdrawal of Counsel for successor Personal Representative, Ted S. Bernstein, and the Court having read the Motion to Withdraw as Counsel, reviewed the file, and being otherwise duly advised in the premises, it is hereby:

ADJUDGED that ROBERT SPALLINA, ESQ. and the law firm of TESCHER & SPALLINA, P.A. are authorized to withdraw as the attorneys for Ted S. Bernstein.

DONE AND ORDERED on _____, 2014, in Delray Beach, Florida.

_____

Circuit Judge

cc: Robert L. Spallina, Esq.
Individuals on attached service list

SERVICE LIST

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SHIRLEY BERNSTEIN
Motion to withdraw

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN, File No.502011CP000653XXXXSB

Deceased.

ORDER ON MOTION TO WITHDRAW AS COUNSEL

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ADJUDGED that ROBERT SPALLINA, ESQ. and the law firm of TESCHER & SPALLINA, P.A. are authorized to withdraw as the attorneys for Ted S. Bernstein.

DONE AND ORDERED on _____, 2014, in Delray Beach, Florida.

_____

Circuit Judge

cc: Individuals on attached service list

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IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN, File No.502011CP000653XXXXSB

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DONE AND ORDERED on _____, 2014, in Delray Beach, Florida.

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Circuit Judge

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IN RE: ESTATE OF PROBATE DIVISION

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Circuit Judge

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DONE AND ORDERED on _____, 2014, in Delray Beach, Florida.

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Circuit Judge

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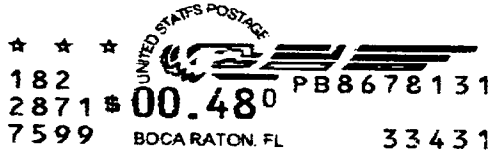

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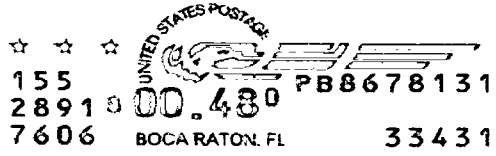
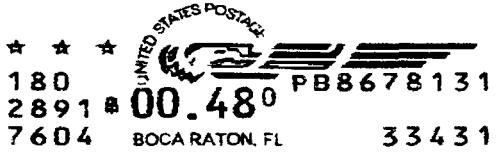
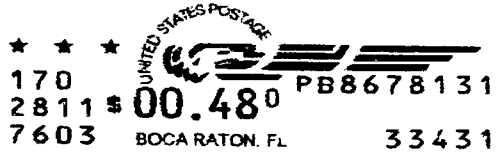


Lisa Sue Friedstein
2142 Churchill Lane
Highland Park, Illinois 60035

Pamela Beth Simon
950 North Michigan Avenue, Suite 2603
Chicago, Illinois 60611



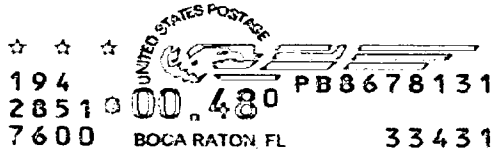
Jill Iantoni
2101 Magnolia Lane
Highland Park, Illinois 60035



Alan B. Rose, Esq.
Page Mrachek Fitzgerald Rose Konopka & Dow PA
505 S Flagler Dr Ste 600
West Palm Beach, Florida 33401

Mark R. Manceri, Esq.
Mark R. Manceri, P.A.
2929 East Commercial Boulevard, Ste. 702
Fort Lauderdale, FL 33308

Robert L. Spallina, Esq.
4855 Technology Way, Ste. 750
Boca Raton, FL 33431



Donald R. Tescher, Esq.
4855 Technology Way, Ste. 750
Boca Raton, FL 33431

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA
PROBATE DIVISION

IN RE: ESTATE OF SHIRLEY BERNSTEIN,

Deceased.

File No. 502011CP000653XXXXSB

ELIOT IVAN BERNSTEIN, PRO SE

Division: COLIN

Petitioner

vs.

TESCHER & SPALLINA, P.A., (and all parties associates and of counsel); ROBERT L. SPALLINA, (both personally and professionally); DONALD R. TESCHER (both personally and professionally); THEODORE STUART BERNSTEIN (as alleged personal representative, trustee, successor trustee) (both personally and professionally); and JOHN and JANE DOE'S (1-5000),

Respondents.

NOTICE OF HEARING
(1 Hour Reserved)

PLEASE TAKE NOTICE that the matter, as stated below, in the above-styled case, will be heard at the South Palm Beach County Courthouse, the address of which is 200 West Atlantic Avenue, Delray Beach, Florida, as follows:

MOTION/MATTER: MOTION TO WITHDRAW AS COUNSEL (copy attached)

FILED BY: Robert L. Spallina, Esq.

DATE AND TIME: February 18, 2014 @ 1:30 p.m.

JUDGE: Honorable Martin H. Colin

PLEASE GOVERN YOURSELVES ACCORDINGLY.

Respectfully Submitted,

ROBERT L. SPALLINA, ESQ.
Florida Bar No. 497381
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Telephone: (561) 997-7008
Fax: (561) 997-7308
Primary: rspallina@tescherspallina.com
Secondary: dtescher@tescherspallina.com

CERTIFICATE OF SERVICE

I CERTIFY that a true and correct copy of the foregoing has been furnished via email and by U.S. Mail, as noted, to all parties on the following Service List, this 28 day of January, 2014.

ROBERT L. SPALLINA, ESQ.

Case No.: 502011CP000653XXXXSB

SERVICE LIST

NAME	EMAIL	ADDRESS
Ted S. Bernstein	tbernstein@lifeinsuranceconcepts.com	880 Berkeley Street Boca Raton, FL 33487
Pamela B. Simon	psimon@stpcorp.com	950 North Michigan Avenue, Suite 2603 Chicago, IL 60606
Eliot Bernstein	iviewit@iviewit.tv	2753 NW 34th St. Boca Raton, FL 33434
Jill Iantoni	jilliantoni@gmail.com	2101 Magnolia Lane Highland Park, IL 60035
Lisa S. Friedstein	lisa@friedsteins.com	2142 Churchill Lane Highland Park, IL 60035

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN, File No.502011CP000653XXXXSB

Deceased.

MOTION TO WITHDRAW AS COUNSEL

COME NOW, Robert L. Spallina, Esq., and Tescher & Spallina, P.A., pursuant to Rule 2.505 of the Florida Rules of Judicial Administration, hereby file this Motion to Withdraw as Counsel and, in support thereof, state as follows:

1. TESCHER & SPALLINA, P.A. was retained by Ted S. Bernstein as successor Personal Representative (hereinafter, the "Client") to represent him in these proceedings.

2. ROBERT L. SPALLINA, ESQ. of TESCHER & SPALLINA, P.A. was the attorney responsible for rendering services to the Client.

3. Irreconcilable differences have arisen which prevent the continued representation of the Client.

4. The mailing address, e-mail address and telephone number of the Client are as follows:

Mailing Address:	950 Peninsula Corporate Circle, Suite 3010 Boca Raton, Florida 33487
E-Mail Address:	tbernstein@lifeinsuranceconcepts.com
Telephone Number:	(561) 988-8994

WHEREFORE, TESCHER & SPALLINA, P.A. and ROBERT L. SPALLINA, ESQ., hereby respectfully request that this Honorable Court enter an Order consistent with the relief requested herein allowing TESCHER & SPALLINA, P.A. and ROBERT L. SPALLINA, ESQ.

to withdraw and any other relief this Honorable Court deems just, equitable and proper.

Signed on 22 Jan, 2014.

TESCHER & SPALLINA, P.A.

By: _____

ROBERT L. SPALLINA, ESQUIRE
Florida Bar No. 497381
4855 Technology Way, St. 720
Boca Raton, FL 33431
Telephone: 561-997-7008
rspallina@tescherspallina.com
kmoran@tescherspallina.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by e-mail to the designated address(es) and U.S. Mail, as noted, to all parties on the following Service List, this 22 day of January, 2014.

Robert L. Spallina, Esq.

SERVICE LIST

Theodore Stuart Bernstein (e-mail)
Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, Florida 33487

Eliot Bernstein (U.S. Mail)
2753 NW 34th Street
Boca Raton, Florida 33434

Lisa Sue Friedstein (U.S. Mail)
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Highland Park, Illinois 60035

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West Palm Beach, Florida 33401

Mark R. Manceri, Esq. (E-mail)
Mark. R. Manceri, P.A.
2929 East Commercial Boulevard, Ste. 702
Fort Lauderdale, Florida 33308

Simon Bernstein
Motion to withdraw
as counsel

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON BERNSTEIN, File No. 502012CP004391XXXXSB

Deceased.

ORDER ON MOTION TO WITHDRAW AS COUNSEL

THIS CAUSE having come before the Court for the issuance of an Order Authorizing the Withdrawal of Counsel for successor Personal Representative, Ted S. Bernstein, and the Court having read the Motion to Withdraw as Counsel, reviewed the file, and being otherwise duly advised in the premises, it is hereby:

ADJUDGED that ROBERT SPALLINA, ESQ. and the law firm of TESCHER & SPALLINA, P.A. are authorized to withdraw as the attorneys ~~for Ted S. Bernstein~~ FOR THEMSELVES AS ATTORNEYS FOR ROBERT SPALLINA

DONE AND ORDERED on 2/14, 2014, in Delray Beach, Florida. DONALD TESCHER AS CO-PERSONAL REPRESENTATIVE

Circuit Judge

cc: Robert L. Spallina, Esq.
Individuals on attached service list

SERVICE LIST

Theodore Stuart Bernstein Life Insurance Concepts 950 Peninsula Corporate Circle, Suite 3010 Boca Raton, Florida 33487	tbernstein@lifeinsuranceconcepts.com
Eliot Bernstein 2753 NW 34th Street Boca Raton, Florida 33434	iviewit@iviewit.tv
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Pamela Beth Simon 950 North Michigan Avenue, Suite 2603 Chicago, Illinois 60611	psimon@stpcorp.com
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Alan B. Rose, Esq. Page Mrachek Fitzgerald Rose Konopka & Dow PA 505 S Flagler Dr Ste 600 West Palm Beach, Florida 33401	arose@pm-law.com

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA PROBATE DIVISION

IN RE: ESTATE OF SIMON BERNSTEIN,

Deceased.

File No. 502012CP004391XXXXSB

Division: COLIN

NOTICE OF HEARING
(1 Hour Reserved)

PLEASE TAKE NOTICE that the matter, as stated below, in the above-styled case, will be heard at the South Palm Beach County Courthouse, the address of which is 200 West Atlantic Avenue, Delray Beach, Florida, as follows:

MOTION/MATTER: PETITION FOR RESIGNATION AND DISCHARGE (copy attached)

FILED BY: Robert L. Spallina, Esq.

DATE AND TIME: February 18, 2014 @ 1:30 p.m.

JUDGE: Honorable Martin H. Colin

PLEASE GOVERN YOURSELVES ACCORDINGLY.

Respectfully Submitted,

ROBERT L. SPALLINA, ESQ.
Florida Bar No. 497381
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Telephone: (561) 997-7008
Fax: (561) 997-7308
Primary: rspallina@tescherspallina.com
Secondary: dtescher@tescherspallina.com

CERTIFICATE OF SERVICE

I CERTIFY that a true and correct copy of the foregoing has been furnished via email and by U.S. Mail, as noted, to all parties on the following Service List, this 29 day of January, 2014.

ROBERT L. SPALLINA, ESQ.

Case No.: 502012CP004391XXXXSB IY

SERVICE LIST

NAME	EMAIL	ADDRESS
Ted S. Bernstein	tbernstein@lifeinsuranceconcepts.com	880 Berkeley Street Boca Raton, FL 33487
Pamela B. Simon	psimon@stpcorp.com	950 North Michigan Avenue, Suite 2603 Chicago, IL 60606
Eliot Bernstein	iviewit@iviewit.tv	2753 NW 34th St. Boca Raton, FL 33434
Jill Iantoni	jilliantoni@gmail.com	2101 Magnolia Lane Highland Park, IL 60035
Lisa S. Friedstein	lisa@friedsteins.com	2142 Churchill Lane Highland Park, IL 60035

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SIMON L. BERNSTEIN,

Deceased.

_____/

ELIOT IVAN BERNSTEIN, PRO SE

Petitioner

vs.

TESCHER & SPALLINA, P.A., (and all parties, associates and of counsel); ROBERT L. SPALLINA (both personally and professionally); DONALD R. TESCHER (both personally and professionally); THEODORE STUART BERNSTEIN (as alleged personal representative, trustee, successor trustee) (both personally and professionally); et. al.

Respondents.

_____/

PROBATE DIVISION

CASE NO. 502012CP004391XXXXSB

DIVISION: IY (COLIN)

PETITION FOR RESIGNATION AND DISCHARGE

Petitioners, Donald R. Tescher and Robert L. Spallina, as co-Personal Representatives of the Estate of Simon L. Bernstein, hereby file their Petition for Resignation and Discharge and state:

1. Donald R. Tescher and Robert L. Spallina are the named co-Personal Representatives under the Last Will and Testament of Simon L. Bernstein admitted to probate on October 2, 2012, with Letters of Administration issued on that same day.

2. As a result of irreconcilable differences with the children and grandchildren of Simon L. Bernstein, it is necessary for the Petitioners to resign, and the Petitioners hereby seek leave to resign pursuant to § 733.502 of the Florida Statutes. The family members have indicated that they are amenable to this voluntary resignation of the co-Personal Representatives.

3. The interests of the estate will not be jeopardized by the resignation of the co - Personal Representatives.

4. The Petitioners will co-operate with the duly appointed successor Personal Representative or court-appointed curator pending appointment of a successor Personal Representative pursuant to § 733.5061 of the Florida Statutes and will immediately make available all relevant documents and materials, subject to retaining such access as necessary to permit the Petitioners to fulfill their accounting obligations under § 733.5061 and § 733.508 of the Florida Statutes.

5. Upon rendering a final accounting and fulfilling their obligations and responsibilities outlined in § 733.502, § 733.5035, § 733.5036, § 733.508, and § 733.509 of the Florida statutes, as well as related Probate Rules, the Petitioners request that this Court discharge the Petitioners as co-Personal Representatives.

WHEREFORE, Petitions request this court issue an Order accepting their resignation as co-Personal Representatives and revoking their Letters of Administration pursuant to § 733.502 of the Florida Statutes, reserving any and all issues as to discharge pending the rendering of their final accounting and the fulfillment of such other responsibilities outlined herein pursuant to the Florida Statutes.

DATED this 22 day of January, 2014.

Respectfully Submitted,
TESCHER & SPALLINA, P.A.

By: _____
ROBERT L. SPALLINA, ESQUIRE
Florida Bar No. 497381
4855 Technology Way, St. 720
Boca Raton, FL 33431
Telephone: 561-997-7008
rspallina@tescherspallina.com
kmoran@tescherspallina.com

_____
ROBERT L. SPALLINA, Petitioner

_____
DONALD R.TESCHER, Petitioner

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by e-mail to the designated address(es) and U.S. Mail, as noted, to all parties on the following Service List, this 15th day of January, 2014.

Robert L. Spallina, Esq.

SERVICE LIST

Theodore Stuart Bernstein (e-mail)
Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, Florida 33487

Alan B. Rose, Esq. (E-mail)
Page Mrachek Fitzgerald Rose Konopka & Dow PA
505 S Flagler Dr Ste 600
West Palm Beach, Florida 33401

Eliot Bernstein (U.S. Mail)
2753 NW 34th Street
Boca Raton, Florida 33434

Lisa Sue Friedstein (U.S. Mail)
2142 Churchill Lane
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Donald R. Tescher (E-mail)
4855 Technology Way, Suite 720
Boca Raton, Florida 33431

Mark R. Manceri, Esq. (E-mail)
Mark. R. Manceri, P.A.
2929 East Commercial Boulevard, Ste. 702
Fort Lauderdale, Florida 33308

Filing # 10379131 Electronically Filed 02/18/2014 10:37:51 AM

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF

SIMON BERNSTEIN,

Deceased.

_____/

PROBATE DIVISION

File No. 502012CP004391XXXXSB

Division: COLIN

NOTICE OF LIMITED APPEARANCE

Pursuant to Rule 5.030, Florida Probate Rules, Irwin J. Block of the Law Office of Irwin J. Block PLLC hereby enters his limited appearance on behalf of Donald R. Tescher for the sole purpose of representing Mr. Tescher in connection with his Petition for Designation and Discharge as Co-Personal Representative of the Estate of Simon L. Bernstein, deceased.

Respectfully submitted,

Irwin J. Block
Florida Bar No. 006836
700 South Federal Highway, Suite 200
Boca Raton, Florida 33432
Telephone: 561-910-3071
Facsimile: 561-910-3080
Email: ijb@ijblegal.com

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy hereof has been furnished by email to the parties on the attached Service List.

SERVICE LIST

Theodore Stuart Bernstein Life Insurance Concepts 950 Peninsula Corporate Circle Suite 3010 Boca Raton, Florida 33487	tbernstein@lifeinsuranceconcepts.com
Eliot Bernstein 2753 NW 34th Street Boca Raton, Florida 33434	iviewit@iviewit.tv
Lisa Sue Friedstein 2142 Churchill Lane Highland Park, Illinois 60035	lisa@friedsteins.com
Pamela Beth Simon 950 North Michigan Avenue Suite 2603 Chicago, Illinois 60611	psimon@stpcorp.com
Jill Iantoni 2101 Magnolia Lane Highland Park, Illinois 60035	Jilliantoni@gmail.com
Alan B. Rose, Esq. Page Mrachek Fitzgerald Rose Konopka & Dow P.A. 606 S. Flagler Drive, Suite 600 West Palm Beach, Florida 33401	arose@pm-law.com
Robert L. Spallina, Esq.	rspallina@tescherspallina.com

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON BERNSTEIN, File No. 502012CP004391XXXXSB

Deceased.

ORDER ON MOTION TO WITHDRAW AS COUNSEL

THIS CAUSE having come before the Court for the issuance of an Order Authorizing the Withdrawal of Counsel for ~~successor~~ Personal Representative, Ted S. Bernstein, and the Court having read the Motion to Withdraw as Counsel, reviewed the file, and being otherwise duly advised in the premises, it is hereby: s/ Donald and Robert L. Spallina

ADJUDGED that ROBERT SPALLINA, ESQ. and the law firm of TESCHER & SPALLINA, P.A. are authorized to withdraw as the attorneys for Ted S. Bernstein.

DONE AND ORDERED on _____, 2014, in Delray Beach, Florida.

_____

Circuit Judge

cc: Robert L. Spallina, Esq.
Individuals on attached service list

SERVICE LIST

Theodore Stuart Bernstein
Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, Florida 33487
tbernstein@lifeinsuranceconcepts.com

Eliot Bernstein
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arose@pm-law.com

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON BERNSTEIN, File No. 502012CP004391XXXXSB

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ADJUDGED that ROBERT SPALLINA, ESQ. and the law firm of TESCHER & SPALLINA, P.A. are authorized to withdraw as the attorneys for Ted S. Bernstein.

DONE AND ORDERED on _____, 2014, in Delray Beach, Florida.

_____
Circuit Judge

cc: Robert L. Spallina, Esq.
Individuals on attached service list

SERVICE LIST

Theodore Stuart Bernstein Life Insurance Concepts 950 Peninsula Corporate Circle, Suite 3010 Boca Raton, Florida 33487	tbernstein@lifeinsuranceconcepts.com
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IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON BERNSTEIN, File No. 502012CP004391XXXXSB

Deceased.

ORDER ON MOTION TO WITHDRAW AS COUNSEL

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DONE AND ORDERED on _____, 2014, in Delray Beach, Florida.

_____

Circuit Judge

cc: Robert L. Spallina, Esq.
Individuals on attached service list

SERVICE LIST

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Alan B. Rose, Esq. Page Mrachek Fitzgerald Rose Konopka & Dow PA 505 S Flagler Dr Ste 600 West Palm Beach, Florida 33401	arose@pm-law.com

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON BERNSTEIN, File No. 502012CP004391XXXXSB

Deceased.

ORDER ON MOTION TO WITHDRAW AS COUNSEL

THIS CAUSE having come before the Court for the issuance of an Order Authorizing the Withdrawal of Counsel for successor Personal Representative, Ted S. Bernstein, and the Court having read the Motion to Withdraw as Counsel, reviewed the file, and being otherwise duly advised in the premises, it is hereby:

ADJUDGED that ROBERT SPALLINA, ESQ. and the law firm of TESCHER & SPALLINA, P.A. are authorized to withdraw as the attorneys for Ted S. Bernstein.

DONE AND ORDERED on _____, 2014, in Delray Beach, Florida.

_____

Circuit Judge

cc: Robert L. Spallina, Esq.
Individuals on attached service list

SERVICE LIST

Theodore Stuart Bernstein Life Insurance Concepts 950 Peninsula Corporate Circle, Suite 3010 Boca Raton, Florida 33487	tbernstein@lifeinsuranceconcepts.com
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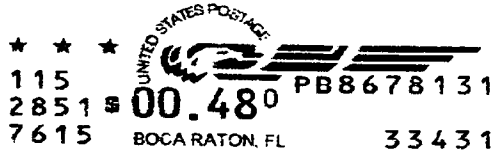

Theodore Stuart Bernstein
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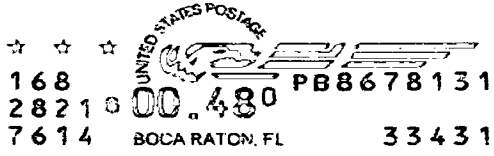
Boca Raton, Florida 33487



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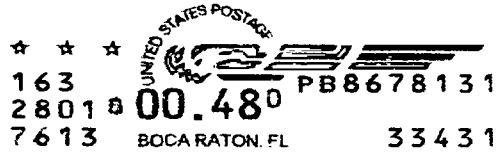

Pamela Beth Simon
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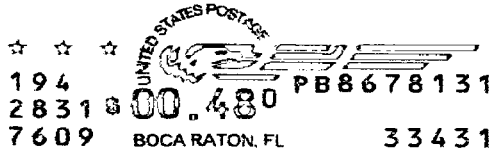
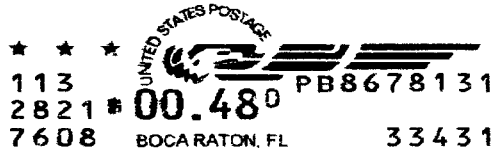


Robert L. Spallina, Esq.
4855 Technology Way, Ste. 750
Boca Raton, FL 33431



Donald R. Tescher, Esq.
4855 Technology Way, Ste. 750
Boca Raton, FL 33431

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE:

ESTATE OF SIMON L. BERNSTEIN,

Deceased.

_____/

PROBATE DIVISION

CASE NO. 502012CP004391XXXXSB

DIVISION: IY (COLIN)

ELIOT IVAN BERNSTEIN, PRO SE

Petitioner

vs.

TESCHER & SPALLINA, P.A., (and all parties, associates and of counsel); ROBERT L. SPALLINA (both personally and professionally); DONALD R. TESCHER (both personally and professionally); THEODORE STUART BERNSTEIN (as alleged personal representative, trustee, successor trustee) (both personally and professionally); et. al.

Respondents.

_____/

NOTICE OF HEARING
(1 Hour Reserved)

PLEASE TAKE NOTICE that the matter, as stated below, in the above-styled case, will be heard at the South Palm Beach County Courthouse, the address of which is 200 West Atlantic Avenue, Delray Beach, Florida, as follows:

MOTION/MATTER:	MOTION TO WITHDRAW AS COUNSEL (copy attached)
FILED BY:	Robert L. Spallina, Esq.
DATE AND TIME:	February 18, 2014 @ 1:30 p.m.
JUDGE:	Honorable Martin H. Colin

PLEASE GOVERN YOURSELVES ACCORDINGLY.

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by e-mail and U.S. Mail this 11 day of February 2014, to the following parties:

Theodore Stuart Bernstein
Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, Florida 33487
tbernstein@lifeinsuranceconcepts.com

Eliot Bernstein
2753 NW 34th Street
Boca Raton, Florida 33434
iviewit@iviewit.tv

Lisa Sue Friedstein
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Pamela Beth Simon
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Jill Iantoni
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jilliantoni@gmail.com

Alan B. Rose, Esq.
Page Mrachek Fitzgerald Rose Konopka & Dow PA
505 S Flagler Dr Ste 600
West Palm Beach, Florida 33401
arose@pm-law.com

Respectfully Submitted,
TESCHER & SPALLINA, P.A.

By: _____
ROBERT L. SPALLINA, ESQUIRE
Florida Bar No. 497381
4855 Technology Way, St. 720
Boca Raton, FL 33431
Telephone: 561-997-7008
rspallina@tescherspallina.com
dtescher@tescherspallina.com
ddustin@tescherspallina.com

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE:

ESTATE OF SIMON L. BERNSTEIN,

Deceased.
_____/

PROBATE DIVISION

CASE NO. 502012CP004391XXXXSB

DIVISION: IY (COLIN)

ELIOT IVAN BERNSTEIN, PRO SE

Petitioner

vs.

TESCHER & SPALLINA, P.A., (and all parties, associates and of counsel); ROBERT L. SPALLINA (both personally and professionally); DONALD R. TESCHER (both personally and professionally); THEODORE STUART BERNSTEIN (as alleged personal representative, trustee, successor trustee) (both personally and professionally); et. al.

Respondents.
_____/

MOTION TO WITHDRAW AS COUNSEL

COME NOW, Robert L. Spallina, Esq., and Tescher & Spallina, P.A., pursuant to Rule 2.505 of the Florida Rules of Judicial Administration, hereby file this Motion to Withdraw as Counsel and, in support thereof, state as follows:

1. Tescher & Spallina, P.A., was retained by Robert L. Spallina and Donald R. Tescher as co-Personal Representatives (hereinafter, the "Client") to represent them in these proceedings.

2. Irreconcilable differences have arisen which prevent the continued representation of the Estate and the Bernstein family.

4. The mailing address, e-mail address and telephone number of the Client are as follows:

Mailing Address: 4855 Technology Way, Suite 720
Boca Raton, Florida 33431

E-Mail Address: Robert L. Spallina – rspallina@tescherspallina.com
Donald R. Tescher – dtescher@tescherspallina.com

Telephone Number: (561) 997-7008

WHEREFORE, Tescher & Spallina, P.A., Robert L. Spallina, Esq., and Donald R. Tescher, Esq., hereby respectfully request that this Honorable Court enter an Order consistent with the relief requested herein allowing TESCHER & SPALLINA, P.A. and ROBERT L. SPALLINA, ESQ. to withdraw and any other relief this Honorable Court deems just, equitable and proper.

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by e-mail and U.S. Mail to the designated parties on the attached Service List, this 11 day of February 2014.

Respectfully Submitted,

TESCHER & SPALLINA, P.A.

By:_____
ROBERT L. SPALLINA, ESQUIRE
Florida Bar No. 497381
4855 Technology Way, St. 720
Boca Raton, FL 33431
Telephone: 561-997-7008
rspallina@tescherspallina.com
dtescher@tescherspallina.com
ddustin@tescherspallina.com

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Alan B. Rose, Esq. Page Mrachek Fitzgerald Rose Konopka & Dow PA 505 S Flagler Dr Ste 600 West Palm Beach, Florida 33401	arose@pm-law.com

Simon Bernstein Estate
Petition Re: Removal

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SIMON L. BERNSTEIN, **PROBATE DIVISION**

Deceased. **CASE NO. 502012CP004391XXXXSB**

_____/

ELIOT IVAN BERNSTEIN, PRO SE **DIVISION: IY (COLIN)**

Petitioner

vs.

TESCHER & SPALLINA, P.A., (and all parties, associates and of counsel); ROBERT L. SPALLINA (both personally and professionally); DONALD R. TESCHER (both personally and professionally); THEODORE STUART BERNSTEIN (as alleged personal representative, trustee, successor trustee) (both personally and professionally); et. al.

Respondents.

_____/

ORDER ON PETITION FOR RESIGNATION AND DISCHARGE

This cause was heard by the Court on the co-Personal Representatives' Petition for Resignation and Discharge on February 18, 2014, and the Court, having heard arguments of counsel, and otherwise being fully advised in the premises, ORDERS AND ADJUDGES AS FOLLOWS:

1. The Petitioners' request to accept their resignation is ACCEPTED. The co-Personal Representatives' Letters of Administration are hereby revoked.

2. ~~Within [redacted] days from the later of the date of this order or the appointment of a successor fiduciary,~~ BY MARCH 4, 2014 the resigning co-Personal Representatives shall deliver to the successor fiduciary all property of the Estate, real, personal, tangible or intangible, all of the documents and records of the Estate and all records associated with any property of the Estate, regardless of whether such property has been previously distributed, transferred, abandoned or otherwise disposed of.

3. The Petitioners' request to reserve ruling on their discharge is ACCEPTED.

4. The resigning co-Personal Representatives shall file an accounting and a Renewed Petition for Discharge within sixty (60) days after the date hereof, which Renewed Petition for Discharge shall be verified and recite that the letters of administration have been revoked, the resigning co-Personal Representatives have surrendered all undistributed Estate assets, records, documents, papers and other property of or concerning the Estate to the successor fiduciary as set forth above, and the amount of compensation paid or to be paid by the resigning co-Personal Representatives pursuant to Probate Rule 5.430(g). Such accounting shall include cash and transactions from the commencement of administration of the Estate and ending as of the date the accounting is submitted.

5. The resigning co-Personal Representatives shall serve notice of filing and a copy of the accounting and Renewed Petition for Discharge on all interested parties and the notice shall state that the objection to the Renewed Petition for Discharge must be filed within thirty days after the later of service of the petition or service of the accounting on that interested person pursuant to Probate Rule 5.430(i).

6. The successor Personal Representative or Curator is authorized to pay a $_____ retainer to the accountant whom the Successor Personal Representative or Curator selects to provided the accounting which this Order requires. The accountant's hourly rate and compensation shall be subject to court approval.

DONE AND ORDERED in Delray Beach, Florida, this 18 day of Feb, 2014.

Circuit Judge

cc: Parties on attached service list

SERVICE LIST

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IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SIMON L. BERNSTEIN,

Deceased.

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ELIOT IVAN BERNSTEIN, PRO SE

Petitioner

vs.

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Respondents.

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PROBATE DIVISION

CASE NO. 502012CP004391XXXXSB

DIVISION: IY (COLIN)

ORDER ON PETITION FOR RESIGNATION AND DISCHARGE

This cause was heard by the Court on the co-Personal Representatives' Petition for Resignation and Discharge on February 18, 2014, and the Court, having heard arguments of counsel, and otherwise being fully advised in the premises, ORDERS AND ADJUDGES AS FOLLOWS:

1. The Petitioners' request to accept their resignation is ACCEPTED. The co-Personal Representatives' Letters of Administration are hereby revoked.

2. Within 15 MARCH 4, 2014 business days from the later of the date of this order or the appointment of a successor fiduciary, the resigning co-Personal Representatives shall deliver to the successor fiduciary all property of the Estate, real, personal, tangible or intangible, all of the documents and records of the Estate and all records associated with any property of the Estate, regardless of whether such property has been previously distributed, transferred, abandoned or otherwise disposed of.

3. The Petitioners' request to reserve ruling on their discharge is ACCEPTED.

4. The resigning co-Personal Representatives shall file an accounting and a Renewed Petition for Discharge within sixty (60) days after the date hereof, which Renewed Petition for Discharge shall be verified and recite that the letters of administration have been revoked, the resigning co-Personal Representatives have surrendered all undistributed Estate assets, records, documents, papers and other property of or concerning the Estate to the successor fiduciary as set forth above, and the amount of compensation paid or to be paid by the resigning co-Personal Representatives pursuant to Probate Rule 5.430(g). Such accounting shall include cash and transactions from the commencement of administration of the Estate and ending as of the date the accounting is submitted.

5. The resigning co-Personal Representatives shall serve notice of filing and a copy of the accounting and Renewed Petition for Discharge on all interested parties and the notice shall state that the objection to the Renewed Petition for Discharge must be filed within thirty days after the later of service of the petition or service of the accounting on that interested person pursuant to Probate Rule 5.430(i).

the Court reserves jurisdiction to enforce this Order

6. ~~The successor Personal Representative or Curator is~~ authorized to pay a $_____ ~~retainer to the accountant~~ whom the Successor Personal Representative ~~or Curator~~ selects to provided the accounting ~~which this Order requires. The accountant's hourly rate~~ and compensation ~~shall be subject to court approval.~~

DONE AND ORDERED in Delray Beach, Florida, this _____ day of _____, 2014.

_____
Circuit Judge

cc: Parties on attached service list

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IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SIMON L. BERNSTEIN,

Deceased.

_____/

ELIOT IVAN BERNSTEIN, PRO SE

Petitioner

vs.

TESCHER & SPALLINA, P.A., (and all parties, associates and of counsel); ROBERT L. SPALLINA (both personally and professionally); DONALD R. TESCHER (both personally and professionally); THEODORE STUART BERNSTEIN (as alleged personal representative, trustee, successor trustee) (both personally and professionally); et. al.

Respondents.

_____/

PROBATE DIVISION

CASE NO. 502012CP004391XXXXSB

DIVISION: IY (COLIN)

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2. Within ____ business days from the later of the date of this order or the appointment of a successor fiduciary, the resigning co-Personal Representatives shall deliver to the successor fiduciary all property of the Estate, real, personal, tangible or intangible, all of the documents and records of the Estate and all records associated with any property of the Estate, regardless of whether such property has been previously distributed, transferred, abandoned or otherwise disposed of.

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6. The successor Personal Representative or Curator is authorized to pay a $_____ retainer to the accountant whom the Successor Personal Representative or Curator selects to provided the accounting which this Order requires. The accountant's hourly rate and compensation shall be subject to court approval.

DONE AND ORDERED in Delray Beach, Florida, this _____ day of _____, 2014.

_____
Circuit Judge

cc: Parties on attached service list

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IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SIMON L. BERNSTEIN,

Deceased.

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ELIOT IVAN BERNSTEIN, PRO SE

Petitioner

vs.

TESCHER & SPALLINA, P.A., (and all parties, associates and of counsel); ROBERT L. SPALLINA (both personally and professionally); DONALD R. TESCHER (both personally and professionally); THEODORE STUART BERNSTEIN (as alleged personal representative, trustee, successor trustee) (both personally and professionally); et. al.

Respondents.

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PROBATE DIVISION

CASE NO. 502012CP004391XXXXSB

DIVISION: IY (COLIN)

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6. The successor Personal Representative or Curator is authorized to pay a $_____ retainer to the accountant whom the Successor Personal Representative or Curator selects to provided the accounting which this Order requires. The accountant's hourly rate and compensation shall be subject to court approval.

DONE AND ORDERED in Delray Beach, Florida, this _____ day of _____, 2014.

_____
Circuit Judge

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IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SIMON L. BERNSTEIN, **PROBATE DIVISION**

Deceased. **CASE NO. 502012CP004391XXXXSB**

_____/

ELIOT IVAN BERNSTEIN, PRO SE **DIVISION: IY (COLIN)**

Petitioner

vs.

TESCHER & SPALLINA, P.A., (and all parties, associates and of counsel); ROBERT L. SPALLINA (both personally and professionally); DONALD R. TESCHER (both personally and professionally); THEODORE STUART BERNSTEIN (as alleged personal representative, trustee, successor trustee) (both personally and professionally); et. al.

Respondents.

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DONE AND ORDERED in Delray Beach, Florida, this _____ day of _____, 2014.

_____
Circuit Judge

cc: Parties on attached service list

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IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SIMON L. BERNSTEIN, **PROBATE DIVISION**

Deceased. **CASE NO. 502012CP004391XXXXSB**

_____/

ELIOT IVAN BERNSTEIN, PRO SE **DIVISION: IY (COLIN)**

Petitioner

vs.

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DONE AND ORDERED in Delray Beach, Florida, this _____ day of _____, 2014.

_____
Circuit Judge

cc: Parties on attached service list

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IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SIMON L. BERNSTEIN,

Deceased.

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ELIOT IVAN BERNSTEIN, PRO SE

Petitioner

vs.

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Respondents.

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PROBATE DIVISION

CASE NO. 502012CP004391XXXXSB

DIVISION: IY (COLIN)

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4. The resigning co-Personal Representatives shall file an accounting and a Renewed Petition for Discharge within sixty (60) days after the date hereof, which Renewed Petition for Discharge shall be verified and recite that the letters of administration have been revoked, the resigning co-Personal Representatives have surrendered all undistributed Estate assets, records, documents, papers and other property of or concerning the Estate to the successor fiduciary as set forth above, and the amount of compensation paid or to be paid by the resigning co-Personal Representatives pursuant to Probate Rule 5.430(g). Such accounting shall include cash and transactions from the commencement of administration of the Estate and ending as of the date the accounting is submitted.

5. The resigning co-Personal Representatives shall serve notice of filing and a copy of the accounting and Renewed Petition for Discharge on all interested parties and the notice shall state that the objection to the Renewed Petition for Discharge must be filed within thirty days after the later of service of the petition or service of the accounting on that interested person pursuant to Probate Rule 5.430(i).

6. The successor Personal Representative or Curator is authorized to pay a $_____ retainer to the accountant whom the Successor Personal Representative or Curator selects to provided the accounting which this Order requires. The accountant's hourly rate and compensation shall be subject to court approval.

DONE AND ORDERED in Delray Beach, Florida, this _____ day of _____, 2014.

_____
Circuit Judge

cc: Parties on attached service list

SERVICE LIST

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2929 East Commercial Boulevard, Ste. 702
Fort Lauderdale, Florida 33308

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SIMON L. BERNSTEIN, **PROBATE DIVISION**

Deceased. **CASE NO. 502012CP004391XXXXSB**

_____/

ELIOT IVAN BERNSTEIN, PRO SE **DIVISION: IY (COLIN)**

Petitioner

vs.

TESCHER & SPALLINA, P.A., (and all parties, associates and of counsel); ROBERT L. SPALLINA (both personally and professionally); DONALD R. TESCHER (both personally and professionally); THEODORE STUART BERNSTEIN (as alleged personal representative, trustee, successor trustee) (both personally and professionally); et. al.

Respondents.

_____/

ORDER ON PETITION FOR RESIGNATION AND DISCHARGE

This cause was heard by the Court on the co-Personal Representatives' Petition for Resignation and Discharge on February 18, 2014, and the Court, having heard arguments of counsel, and otherwise being fully advised in the premises, ORDERS AND ADJUDGES AS FOLLOWS:

1. The Petitioners' request to accept their resignation is ACCEPTED. The co-Personal Representatives' Letters of Administration are hereby revoked.

2. Within ____ business days from the later of the date of this order or the appointment of a successor fiduciary, the resigning co-Personal Representatives shall deliver to the successor fiduciary all property of the Estate, real, personal, tangible or intangible, all of the documents and records of the Estate and all records associated with any property of the Estate, regardless of whether such property has been previously distributed, transferred, abandoned or otherwise disposed of.

3. The Petitioners' request to reserve ruling on their discharge is ACCEPTED.

4. The resigning co-Personal Representatives shall file an accounting and a Renewed Petition for Discharge within sixty (60) days after the date hereof, which Renewed Petition for Discharge shall be verified and recite that the letters of administration have been revoked, the resigning co-Personal Representatives have surrendered all undistributed Estate assets, records, documents, papers and other property of or concerning the Estate to the successor fiduciary as set forth above, and the amount of compensation paid or to be paid by the resigning co-Personal Representatives pursuant to Probate Rule 5.430(g). Such accounting shall include cash and transactions from the commencement of administration of the Estate and ending as of the date the accounting is submitted.

5. The resigning co-Personal Representatives shall serve notice of filing and a copy of the accounting and Renewed Petition for Discharge on all interested parties and the notice shall state that the objection to the Renewed Petition for Discharge must be filed within thirty days after the later of service of the petition or service of the accounting on that interested person pursuant to Probate Rule 5.430(i).

6. The successor Personal Representative or Curator is authorized to pay a $_____ retainer to the accountant whom the Successor Personal Representative or Curator selects to provided the accounting which this Order requires. The accountant's hourly rate and compensation shall be subject to court approval.

DONE AND ORDERED in Delray Beach, Florida, this _____ day of _____, 2014.

_____
Circuit Judge

cc: Parties on attached service list

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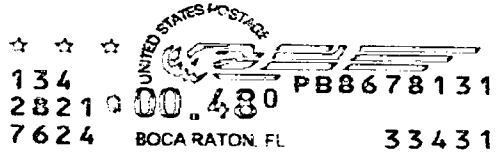

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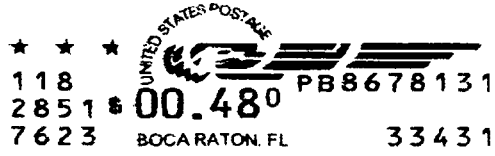

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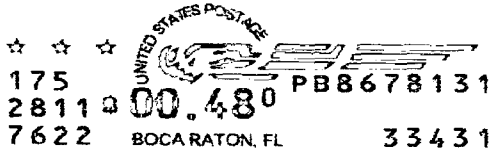

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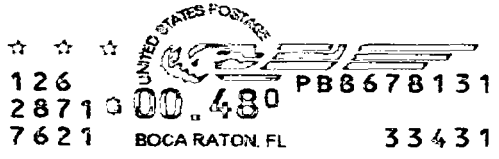

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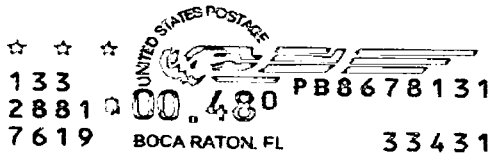

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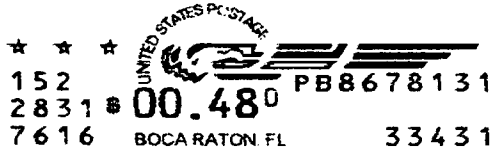

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Miscella eous
Simon Est: Appt. PR. v Carator

pankauski
LAW FIRM
P.L.L.C.

a professional limited liability company

120 South Olive Avenue
Guaranty 701
West Palm Beach, FL 33401

(561) 514-0906

February 14, 2013

VIA HAND DELIVERY

Honorable Martin Colin
South County Courthouse
200 W. Atlantic Avenue
Delray Beach, FL 33444

Re: Estate of Simon Bernstein
Case No. 502012CP004391XXXXSB

Dear Judge Colin:

In connection with the upcoming hearing scheduled for **Tuesday, February 18, 2014**, enclosed please find a courtesy copy of the following:

1. Notice of Hearing (30 minutes reserved) on our Motion for Appointment of Curator or Administrator Ad Litem dated February 13, 2014 ("Motion");

2. Motion for Appointment of Curator or Administrator Ad Litem dated February 7, 2014; and

3. Notice of Filing Signed Motion for Appointment of Curator or Administrator Ad Litem dated February 14, 2014.

If the Court requires any additional materials, please do not hesitate to call.

Very truly yours,

for

PANKAUSKI LAW FIRM P.L.L.C.
By: John J. Pankauski, Esq.

/hg
Enclosures (3)
cc: Ted Bernstein (via email with enclosures)
Donald Tescher, Esq. (via email with enclosures)

Robert Spallina, Esq. (via email with enclosures)
Peter Feaman, Esq. (via email with enclosures)
Alan Rose, Esq. (via email with enclosures)
Pamela Simon (via regular mail with enclosures)
Eliot Bernstein (via regular mail with enclosures)
Jill Iantoni (via regular mail with enclosures)
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Joshua Bernstein (via regular mail with enclosures)
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Carley Friedstein (via regular mail with enclosures)
Michael Bernstein (via regular mail with enclosures)
Molly Simon (via regular mail with enclosures)

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Filing # 10259374 Electronically Filed 02/13/2014 03:16:59 PM

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE:	PROBATE DIVISION
ESTATE OF SIMON L. BERNSTEIN	Case No. 502012CP004391XXXXSB
Deceased.	DIVISION: IY (COLIN)

_____/

ELIOT IVAN BERNSTEIN, PRO SE

Petitioner

vs.

TESCHER & SPALLINA, P.A., (and all parties, associates and of counsel); ROBERT L. SPALLINA (both personally and professionally): DONALD R. TESCHER (both personally and professionally); THEODORE STUART BERNSTEIN (as alleged personal representative, trustee, successor trustee) (both personally and professionally); et al.

Respondents.

_____/

NOTICE OF HEARING
(30 Minutes Reserved)

PLEASE TAKE NOTICE that the undersigned shall call up for hearing before the Honorable Martin H. Colon:

Matter: Motion for Appointment of Curator or Administrator Ad Litem dated February 7, 2014

Date: February 18, 2014

Time: 2:30 p.m. (30 Minutes Reserved)

Location: South County Courthouse
200 West Atlantic Avenue
Courtroom 2
Delray Beach, Florida 33444

Please govern yourself accordingly.

I certify that a good faith effort has been made to resolve this issue without a hearing.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished via regular U.S. mail unless otherwise specified below to parties listed on the attached service list on this 13th day of February, 2014.

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KONOPKA, THOMAS & WEISS, P.A.
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e-mail: arose@mrachek-law.com
Attorneys for Ted S. Bernstein

– and –

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Attorneys for Ted S. Bernstein

By: /s/ John J. Pankauski
John J. Pankauski, Esquire
Florida Bar No.: 0982032
Duane L. Pinnock, Esquire
Florida Bar. No.: 0568139

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via email:
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"If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Dominique March, Americans with Disabilities Act Coordinator, Palm Beach County Courthouse, 205 North Dixie Highway West Palm Beach, Florida 33401; telephone number (561) 355-4380 at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711."

"Si usted es una persona minusválida que necesita algún acomodamiento para poder participar en este procedimiento, usted tiene derecho, sin tener gastos propios, a que se le provea cierta ayuda. Tenga la amabilidad de ponerse en contacto con Dominique March, 205 N. Dixie Highway, West Palm Beach, Florida 33401; teléfono número (561) 355-4380, por lo menos 7 días antes de la cita fijada para su comparecencia en los tribunales, o inmediatamente después de recibir esta notificación si el tiempo antes de la comparecencia que se ha programado es menos de 7 días; si usted tiene discapacitación del oído o de la voz, llame al 711."

"Si ou se yon moun ki enfim ki bezwen akomodasyon pou w ka patisipe nan

pwosedi sa, ou kalifye san ou pa gen okenn lajan pou w peye, gen pwovizyon pou jwen kèk èd. Tanpri kontakte Dominique March, kòòdonatè pwogram Lwa pou ameriken ki Enfim yo nan Tribinal Konte Palm Beach la ki nan 205 North Dixie Highway, West Palm Beach, Florida 33401; telefòn li se (561) 355-4380 nan 7 jou anvan dat ou gen randevou pou parèt nan tribinal la, oubyen imedyatman apre ou fin resevwa konvokasyon an si lè ou gen pou w parèt nan tribinal la mwens ke 7 jou; si ou gen pwoblèm pou w tande oubyen pale, rele 711."

Filing # 10033465 Electronically Filed 02/07/2014 01:11:32 PM

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT, IN AND FOR PALM BEACH COUNTY, FLORIDA.

CASE NO. 502012CP004391XXXXSB
CP - Probate

IN RE:

ESTATE OF SIMON L. BERNSTEIN,

_____/

MOTION FOR APPOINTMENT OF CURATOR OR ADMINISTRATOR AD LITEM

COMES NOW Ted S. Bernstein, pursuant to Fla. Prob. R. 5.120, 5.122 and Fla. Stat. §733.501 by and through counsel, and moves this Court to appoint a curator or an administrator ad litem and states that at all times relevant:

1. This motion is for the appointment of an estate fiduciary for the limited purposes of administering the estate until this Court appoints a successor personal representative since the Co-Personal Representatives have resigned. It seeks to have the moving party appointed as such.

2. There is pending litigation which the estate is involved in as well as assets to marshal.

3. It is necessary that the estate be represented.

4.The Decedent, Simon Bernstein, formerly resided at 7020 Lion's Head Lane, Boca Raton, Palm Beach County, Florida, 33496, died on or about September 13, 2012, in Palm Beach County, Florida where venue is proper. His last will was admitted on or about October 2, 2012.

5. Decedent left surviving the following persons as next of kin:

Name	Address	Relationship to Decedent	Age of Minor

Ted S. Bernstein	880 Berkeley Street Boca Raton, FL 33487	Son	
Pamela Beth Simon	950 N. Michigan Avenue Apartment 2603 Chicago, IL 60611	Daughter	
Eliot Bernstein	2753 NW 34th Street Boca Raton, FL 33434	Son	
Jill Iantoni	2101 Magnolia Lane Highland Park, IL 60035	Daughter	
Lisa Friedstein	2142 Churchill Lane Highland Park, IL 60035	Daughter	

6. Co-Personal Representatives Robert L. Spallina and Donald R. Tescher, were entitled to and granted Letters of Administration on or about October 2, 2012, and have petitioned to resign from that role on or about January 16, 2014, without completing the administration of the estate.

7. The nature and approximate value of the assets of the estate is believed to be a promissory note and investments in excess of $ 100,000.

8. The moving party is the most qualified to act and has personal knowledge of the Decedent's assets and the litigation which the estate is involved in. He is also the trustee of the Decedent's revocable trust, which is now irrevocable.

WHEREFORE, the moving party prays that he be appointed curator or administrator ad litem, that he be granted letters or authority, and that this Court provide such further relief as may be just and proper.

Under penalties of perjury, I declare that I have read the foregoing, and the facts alleged are true, to the best of my knowledge and belief.

_____ February _____, 2014
TED BERNSTEIN

CERTIFICATE OF SERVICE

I CERTIFY that a copy of the foregoing has been furnished to parties listed on attached Service List by: □ Facsimile **and** U.S. Mail; X **U.S. Mail**; □ E-mail Electronic Transmission; □ FedEx; □ Hand Delivery this 7th day of February, 2014.

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Attorneys for Ted S. Bernstein

By: _____
Alan B. Rose
Fla. Bar No. 961825

– and –

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Attorneys for Ted S. Bernstein

By: /s/ John J. Pankauski
John J. Pankauski, Esquire
Florida Bar No.: 0982032
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Florida Bar. No.: 0568139

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"Si ou se yon moun ki enfim ki bezwen akomodasyon pou w ka patisipe nan

Filing # 10294045 Electronically Filed 02/14/2014 12:05:00 PM

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT, IN AND FOR PALM BEACH COUNTY, FLORIDA.

CASE NO. 502012CP004391XXXXSB

CP - Probate

IN RE:

ESTATE OF SIMON L. BERNSTEIN,

_____/

NOTICE OF FILING SIGNED MOTION FOR APPOINTMENT OF CURATOR OR ADMINISTRATOR AD LITEM

COMES NOW, Petitioner, TED BERNSTEIN ("Petitioner"), by and through the undersigned counsel, and hereby gives notice of filing the attached Motion for Appointment of Curator or Administrator Ad Litem bearing Petitioner's signature (which Motion was originally filed on February 7, 2014).

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was

furnished via regular U.S. mail unless otherwise specified below to parties listed on the attached service list on this 14th day of February, 2014.

MRACHEK, FITZGERALD, ROSE, KONOPKA, THOMAS & WEISS, P.A.
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Attorneys for Ted S. Bernstein

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Attorneys for Ted S. Bernstein

By: /s/ John J. Pankauski
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Florida Bar No.: 0982032
Duane L. Pinnock, Esquire
Florida Bar. No.: 0568139

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Filing # 10033465 Electronically Filed 02/07/2014 01:11:32 PM

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT, IN AND FOR PALM BEACH COUNTY, FLORIDA.

CASE NO. 502012CP004391XXXXSB
CP - Probate

IN RE:

ESTATE OF SIMON L. BERNSTEIN,

_____/

PETITION FOR APPOINTMENT OF SUCCESSOR PERSONAL REPRESENTATIVE

Petitioner, Ted S. Bernstein, alleges:

1. Simon L. Bernstein, who formerly resided at 7020 Lion's Head Lane, Boca Raton, Palm Beach County, Florida, 33496, died on or about September 13, 2012, in Palm Beach County, Florida. His last will was admitted on or about October 2, 2012.

2. Decedent left surviving the following persons as next of kin:

Name	Address	Relationship to Decedent	Age of Minor
Ted S. Bernstein	880 Berkeley Street Boca Raton, FL 33487	Son	
Pamela Beth Simon	950 N. Michigan Avenue Apartment 2603 Chicago, IL 60611	Daughter	
Eliot Bernstein	2753 NW 34th Street Boca Raton, FL 33434	Son	
Jill Iantoni	2101 Magnolia Lane Highland Park, IL 60035	Daughter	

Lisa Friedstein	2142 Churchill Lane Highland Park, IL 60035	Daughter	

3. Co-Personal Representatives Robert L. Spallina and Donald R. Tescher, were granted Letters of Administration on or about October 2, 2012, and have petitioned to resign from that role on or about January 16, 2014, without completing the administration of the estate.

4. Pursuant to Florida Probate Rule 5.430(d) and Fla. Stat. § 733.503, the court must appoint a successor personal representative upon the resignation of a personal representative.

5. A successor Personal Representative is necessary to marshall the assets and to participate in pending litigation. Petitioner requests, and is duly qualified, to be appointed as successor personal representative of the estate of decedent. Petitioner is sui juris and is a resident of Palm Beach County, Florida, and has an interest in this Estate as the Decedent's son and as trustee of the Decedent's Revocable Trust. Petitioner is best qualified to serve as successor personal representative. He already serves in a fiduciary capacity as the Successor Personal Representative of the Estate of Shirley Bernstein, which is pending in the same division of this Court. Shirley is the decedent's predeceased spouse, and the Estates were transferred to this Division because there are common and overlapping issues. In addition, Petitioner serves as the Successor Trustee of the Shirley Bernstein Trust, and has been appointed to and has accepted the appointment to serve as Successor Trustee of the Simon Bernstein Trust, into which the Estate's assets pour over. There is no successor personal representative nominated in the will, and it is believed that the Petitioner will have the support of a majority in interest of the person's entitled to the Estate.

6. Petitioner is the most qualified candidate to serve in the role of personal representative for this estate. Because Petitioner already currently serves as Successor PR for Shirley's Estate and as the Successor Trustee of both Trusts (the Shirley Bernstein Trust and the Simon Bernstein Trust), Petitioner already employs counsel and believes that there will be costs efficiencies served by the same lawyers handling both Estates. Also, Petitioner is actively involved in litigation in which claims are asserted against these Trusts and the Estate, and has familiarity with each of the lawsuits in which the estate is involved.

WHEREFORE, Petitioner respectfully requests that upon the resignation of the current Co-Personal Representatives, this Court revoke prior Letters of Administration and rescind any orders of appointment, and that Petitioner be appointed successor personal representative.

Under penalties of perjury, I declare that I have read the foregoing, and the facts alleged are true, to the best of my knowledge and belief.

TED BERNSTEIN

February 13, 2014

CERTIFICATE OF SERVICE

I CERTIFY that a copy of the foregoing has been furnished to parties listed on attached Service List by: ☐ Facsimile and U.S. Mail; ☐X U.S. Mail; ☐ E-mail Electronic Transmission; ☐ FedEx; ☐ Hand Delivery this 7th day of February, 2014.

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By: _____
Alan B. Rose
Fla. Bar No. 961825

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IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT, IN AND FOR PALM BEACH COUNTY, FLORIDA.

CASE NO. 502012CP004391XXXXSB
CP - Probate

IN RE:

ESTATE OF SIMON L. BERNSTEIN,

_____/

NOTICE OF SERVING

PLEASE TAKE NOTICE that Petitioner, TED BERNSTEIN, by and through the undersigned counsel, served on today's date a true and correct copy of the Motion for Appointment of Curator or Administrator Ad Litem dated February 7, 2014 and Petition for Appointment of Successor Personal Representative dated February 7, 2014, upon Peter M. Feaman, Esq., Peter M. Feaman, P.A., 3615 W. Boynton Beach Blvd., Boynton Beach, FL 33436.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished via regular U.S. mail unless otherwise specified below to parties listed on the attached service list on this 13th day of February, 2014.

MRACHEK, FITZGERALD, ROSE,
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Attorneys for Ted S. Bernstein

By: /s/ John J. Pankauski
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Florida Bar No.: 0982032
Duane L. Pinnock, Esquire
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IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE:	PROBATE DIVISION
ESTATE OF SIMON L. BERNSTEIN	Case No. 502012CP004391XXXXSB
Deceased.	DIVISION: IY (COLIN)

_____/

ELIOT IVAN BERNSTEIN, PRO SE

Petitioner

vs.

TESCHER & SPALLINA, P.A., (and all parties, associates and of counsel); ROBERT L. SPALLINA (both personally and professionally): DONALD R. TESCHER (both personally and professionally); THEODORE STUART BERNSTEIN (as alleged personal representative, trustee, successor trustee) (both personally and professionally); et al.

Respondents.

_____/

NOTICE OF HEARING
(30 Minutes Reserved)

PLEASE TAKE NOTICE that the undersigned shall call up for hearing before the Honorable Martin H. Colon:

Matter: Motion for Appointment of Curator or Administrator Ad Litem dated February 7, 2014

Date: February 18, 2014

Time: 2:30 p.m. (30 Minutes Reserved)

Location: South County Courthouse
200 West Atlantic Avenue
Courtroom 2
Delray Beach, Florida 33444

Please govern yourself accordingly.

I certify that a good faith effort has been made to resolve this issue without a hearing.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished via regular U.S. mail unless otherwise specified below to parties listed on the attached service list on this 13th day of February, 2014.

MRACHEK, FITZGERALD, ROSE,
KONOPKA, THOMAS & WEISS, P.A.
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"If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Dominique March, Americans with Disabilities Act Coordinator, Palm Beach County Courthouse, 205 North Dixie Highway West Palm Beach, Florida 33401; telephone number (561) 355-4380 at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711."

"Si usted es una persona minusválida que necesita algún acomodamiento para poder participar en este procedimiento, usted tiene derecho, sin tener gastos propios, a que se le provea cierta ayuda. Tenga la amabilidad de ponerse en contacto con Dominique March, 205 N. Dixie Highway, West Palm Beach, Florida 33401; teléfono número (561) 355-4380, por lo menos 7 días antes de la cita fijada para su comparecencia en los tribunales, o inmediatamente después de recibir esta notificación si el tiempo antes de la comparecencia que se ha programado es menos de 7 días; si usted tiene discapacitación del oído o de la voz, llame al 711."

"Si ou se yon moun ki enfim ki bezwen akomodasyon pou w ka patisipe nan

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IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT, IN AND FOR PALM BEACH COUNTY, FLORIDA.

CASE NO. 502012CP004391XXXXSB
CP - Probate

IN RE:

ESTATE OF SIMON L. BERNSTEIN,

_____/

MOTION FOR APPOINTMENT OF CURATOR OR ADMINISTRATOR AD LITEM

COMES NOW Ted S. Bernstein, pursuant to Fla. Prob. R. 5.120, 5.122 and Fla. Stat. §733.501 by and through counsel, and moves this Court to appoint a curator or an administrator ad litem and states that at all times relevant:

1. This motion is for the appointment of an estate fiduciary for the limited purposes of administering the estate until this Court appoints a successor personal representative since the Co-Personal Representatives have resigned. It seeks to have the moving party appointed as such.

2. There is pending litigation which the estate is involved in as well as assets to marshal.

3. It is necessary that the estate be represented.

4.The Decedent, Simon Bernstein, formerly resided at 7020 Lion's Head Lane, Boca Raton, Palm Beach County, Florida, 33496, died on or about September 13, 2012, in Palm Beach County, Florida where venue is proper. His last will was admitted on or about October 2, 2012.

5. Decedent left surviving the following persons as next of kin:

Name	Address	Relationship to Decedent	Age of Minor

Ted S. Bernstein	880 Berkeley Street Boca Raton, FL 33487	Son	
Pamela Beth Simon	950 N. Michigan Avenue Apartment 2603 Chicago, IL 60611	Daughter	
Eliot Bernstein	2753 NW 34th Street Boca Raton, FL 33434	Son	
Jill Iantoni	2101 Magnolia Lane Highland Park, IL 60035	Daughter	
Lisa Friedstein	2142 Churchill Lane Highland Park, IL 60035	Daughter	

6. Co-Personal Representatives Robert L. Spallina and Donald R. Tescher, were entitled to and granted Letters of Administration on or about October 2, 2012, and have petitioned to resign from that role on or about January 16, 2014, without completing the administration of the estate.

7. The nature and approximate value of the assets of the estate is believed to be a promissory note and investments in excess of $ 100,000.

8. The moving party is the most qualified to act and has personal knowledge of the Decedent's assets and the litigation which the estate is involved in. He is also the trustee of the Decedent's revocable trust, which is now irrevocable.

WHEREFORE, the moving party prays that he be appointed curator or administrator ad litem, that he be granted letters or authority, and that this Court provide such further relief as may be just and proper.

Under penalties of perjury, I declare that I have read the foregoing, and the facts alleged are true, to the best of my knowledge and belief.

_____ February _____, 2014
TED BERNSTEIN

CERTIFICATE OF SERVICE

I CERTIFY that a copy of the foregoing has been furnished to parties listed on attached Service List by: □ Facsimile **and** U.S. Mail; X **U.S. Mail**; □ E-mail Electronic Transmission; □ FedEx; □ Hand Delivery this 7th day of February, 2014.

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IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT, IN AND FOR PALM BEACH COUNTY, FLORIDA.

CASE NO. 502012CP004391XXXXSB
CP - Probate

IN RE:

ESTATE OF SIMON L. BERNSTEIN,

_____/

PETITION FOR APPOINTMENT OF SUCCESSOR PERSONAL REPRESENTATIVE

Petitioner, Ted S. Bernstein, alleges:

1. Simon L. Bernstein, who formerly resided at 7020 Lion's Head Lane, Boca Raton, Palm Beach County, Florida, 33496, died on or about September 13, 2012, in Palm Beach County, Florida. His last will was admitted on or about October 2, 2012.

2. Decedent left surviving the following persons as next of kin:

Name	Address	Relationship to Decedent	Age of Minor
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3. Co-Personal Representatives Robert L. Spallina and Donald R. Tescher, were granted Letters of Administration on or about October 2, 2012, and have petitioned to resign from that role on or about January 16, 2014, without completing the administration of the estate.

4. Pursuant to Florida Probate Rule 5.430(d) and Fla. Stat. § 733.503, the court must appoint a successor personal representative upon the resignation of a personal representative.

5. A successor Personal Representative is necessary to marshall the assets and to participate in pending litigation. Petitioner requests, and is duly qualified, to be appointed as successor personal representative of the estate of decedent. Petitioner is sui juris and is a resident of Palm Beach County, Florida, and has an interest in this Estate as the Decedent's son and as trustee of the Decedent's Revocable Trust. Petitioner is best qualified to serve as successor personal representative. He already serves in a fiduciary capacity as the Successor Personal Representative of the Estate of Shirley Bernstein, which is pending in the same division of this Court. Shirley is the decedent's predeceased spouse, and the Estates were transferred to this Division because there are common and overlapping issues. In addition, Petitioner serves as the Successor Trustee of the Shirley Bernstein Trust, and has been appointed to and has accepted the appointment to serve as Successor Trustee of the Simon Bernstein Trust, into which the Estate's assets pour over. There is no successor personal representative nominated in the will, and it is believed that the Petitioner will have the support of a majority in interest of the person's entitled to the Estate.

6. Petitioner is the most qualified candidate to serve in the role of personal representative for this estate. Because Petitioner already currently serves as Successor PR for Shirley's Estate and as the Successor Trustee of both Trusts (the Shirley Bernstein Trust and the Simon Bernstein Trust), Petitioner already employs counsel and believes that there will be costs efficiencies served by the same lawyers handling both Estates. Also, Petitioner is actively involved in litigation in which claims are asserted against these Trusts and the Estate, and has familiarity with each of the lawsuits in which the estate is involved.

WHEREFORE, Petitioner respectfully requests that upon the resignation of the current Co-Personal Representatives, this Court revoke prior Letters of Administration and rescind any orders of appointment, and that Petitioner be appointed successor personal representative.

Under penalties of perjury, I declare that I have read the foregoing, and the facts alleged are true, to the best of my knowledge and belief.

_____ February _____, 2014
TED BERNSTEIN

CERTIFICATE OF SERVICE

I CERTIFY that a copy of the foregoing has been furnished to parties listed on attached Service List by: □ Facsimile **and** U.S. Mail; □X U.S. Mail; □ E-mail Electronic Transmission; □ FedEx; □ Hand Delivery this 7th day of February, 2014.

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IN THE CIRCUIT COURT OF THE FIFTEEN JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: THE ESTATE OF
SHIRLEY BERNSTEIN,
Deceased
_____/

CASE NO. 502011CP000653XXXXSB

HON. JUDGE MARTIN H. COLIN

ELIOT IVAN BERNSTEIN, PRO SE
PETITIONER,

V.

TESCHER & SPALLINA, P.A., (AND ALL PARTNERS, ASSOCIATES AND OF COUNSEL),
ROBERT L. SPALLINA, ESQ., PERSONALLY,
ROBERT L. SPALLINA, ESQ., PROFESSIONALLY,
DONALD R. TESCHER, ESQ., PERSONALLY,
DONALD R. TESCHER, ESQ., PROFESSIONALLY,
THEODORE STUART BERNSTEIN, INDIVIDUALLY,
THEODORE STUART BERNSTEIN, AS ALLEGED PERSONAL REPRESENTATIVE,
THEODORE STUART BERNSTEIN, AS ALLEGED TRUSTEE AND SUCCESSOR TRUSTEE PERSONALLY,
THEODORE STUART BERNSTEIN, AS ALLEGED TRUSTEE AND SUCCESSOR TRUSTEE, PROFESSIONALLY
THEODORE STUART BERNSTEIN, AS TRUSTEE FOR HIS CHILDREN,
LISA SUE FRIEDSTEIN, INDIVIDUALLY AS A BENEFICIARY,
LISA SUE FRIEDSTEIN, AS TRUSTEE FOR HER CHILDREN,
JILL MARLA IANTONI, INDIVIDUALLY AS A BENEFICIARY,
JILL MARLA IANTONI, AS TRUSTEE FOR HER CHILDREN,
PAMELA BETH SIMON, INDIVIDUALLY,
PAMELA BETH SIMON, AS TRUSTEE FOR HER CHILDREN,
MARK MANCERI, ESQ., PERSONALLY,
MARK MANCERI, ESQ., PROFESSIONALLY,
MARK R. MANCERI, P.A. (AND ALL PARTNERS, ASSOCIATES AND OF COUNSEL)

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PALM BEACH COUNTY

OBJECTION TO MOTIONS TO BE DISCHARGED AS COUNSEL AND/OR PERSONAL REPRESENTATIVES AND TRUSTEES
Friday, February 14, 2014 / Page 1 of 34

IN THE CIRCUIT COURT OF THE FIFTEEN JUDICIAL CIRCUIT
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V.

TESCHER & SPALLINA, P.A., (AND ALL PARTNERS,
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ROBERT L. SPALLINA, ESQ., PERSONALLY,
ROBERT L. SPALLINA, ESQ., PROFESSIONALLY,
DONALD R. TESCHER, ESQ., PERSONALLY,
DONALD R. TESCHER, ESQ., PROFESSIONALLY,
THEODORE STUART BERNSTEIN, INDIVIDUALLY,
THEODORE STUART BERNSTEIN, AS ALLEGED
PERSONAL REPRESENTATIVE,
THEODORE STUART BERNSTEIN, AS ALLEGED
TRUSTEE AND SUCCESSOR TRUSTEE PERSONALLY,
THEODORE STUART BERNSTEIN, AS ALLEGED
TRUSTEE AND SUCCESSOR TRUSTEE,
PROFESSIONALLY
THEODORE STUART BERNSTEIN, AS TRUSTEE FOR
HIS CHILDREN,
LISA SUE FRIEDSTEIN, INDIVIDUALLY AS A
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LISA SUE FRIEDSTEIN, AS TRUSTEE FOR HER
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JILL MARLA IANTONI, INDIVIDUALLY AS A
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JILL MARLA IANTONI, AS TRUSTEE FOR HER
CHILDREN,
PAMELA BETH SIMON, INDIVIDUALLY,
PAMELA BETH SIMON, AS TRUSTEE FOR HER
CHILDREN,
MARK MANCERI, ESQ., PERSONALLY,
MARK MANCERI, ESQ., PROFESSIONALLY,
MARK R. MANCERI, P.A. (AND ALL PARTNERS,
ASSOCIATES AND OF COUNSEL)

OBJECTION TO MOTIONS TO BE DISCHARGED AS COUNSEL AND/OR
PERSONAL REPRESENTATIVES AND TRUSTEES

JOSHUA ENNIO ZANDER BERNSTEIN (ELIOT MINOR CHILD)
JACOB NOAH ARCHIE BERNSTEIN (ELIOT MINOR CHILD)
DANIEL ELIJSHA ABE OTTOMO BERNSTEIN (ELIOT MINOR CHILD)
ALEXANDRA BERNSTEIN (TED ADULT CHILD)
ERIC BERNSTEIN (TED ADULT CHILD)
MICHAEL BERNSTEIN (TED ADULT CHILD)
MATTHEW LOGAN (TED'S SPOUSE ADULT CHILD)
MOLLY NORAH SIMON (PAMELA ADULT CHILD)
JULIA IANTONI – JILL MINOR CHILD
MAX FRIEDSTEIN – LISA MINOR CHILD
CARLY FRIEDSTEIN – LISA MINOR CHILD
JOHN AND JANE DOE (1-5000)
_____/

OBJECTION TO MOTIONS TO BE DISCHARGED AS COUNSEL AND/OR PERSONAL REPRESENTATIVES AND TRUSTEES IN SIMON AND SHIRLEY ESTATES

COMES NOW, Eliot Ivan Bernstein ("Petitioner"), as Beneficiary and Interested Party both for himself personally and for his three minor children as Guardian and Trustee to the minor children who may also be Beneficiaries and Interested Parties of the Estates and Trusts of Shirley Bernstein ("SHIRLEY") and Simon L. Bernstein ("SIMON"), representing PRO SE[1], and hereby files this his "OBJECTION TO MOTIONS TO BE DISCHARGED AS

[1] Pleadings in this case are being filed by Plaintiff In Propria Persona, wherein pleadings are to be considered without regard to technicalities. Propria, pleadings are not to be held to the same high standards of perfection as practicing lawyers. See Haines v. Kerner 92 Sct 594, also See Power 914 F2d 1459 (11th Cir1990), also See Hulsey v. Ownes 63 F3d 354 (5th Cir 1995). also See In Re: HALL v. BELLMON 935 F.2d 1106 (10th Cir. 1991)."
In Puckett v. Cox, it was held that a pro-se pleading requires less stringent reading than one drafted by a lawyer (456 F2d 233 (1972 Sixth Circuit USCA). Justice Black in Conley v. Gibson, 355 U.S. 41 at 48 (1957)"The Federal Rules rejects the approach that pleading is a game of skill in which one misstep by counsel may be decisive to the outcome and accept the principle that the purpose of pleading is to facilitate a proper decision on the merits." According to Rule 8(f) FRCP and the State Court rule which holds that all pleadings shall be construed to do substantial justice.

COUNSEL AND/OR PERSONAL REPRESENTATIVES AND TRUSTEES" dated Friday, February 14, 2014 and in support thereof states, on information and belief, as follows:

BACKGROUND

1. That Donald R. Tescher ("TESCHER"), Robert L. Spallina ("SPALLINA"), and their law firm Tescher & Spallina, P.A. ("TSPA") moved this Court to withdraw as counsel to Theodore Stuart Bernstein ("THEODORE") who is the Personal Representative in the Estate of SHIRLEY. TESCHER and SPALLINA also move this Court to resign as Co- Personal Representatives of the Simon L. Bernstein ("SIMON") Estate and SPALLINA seeks to withdraw as counsel to TESCHER and SPALLINA as Co-Personal Representatives of SIMON'S Estate. These motions are suddenly being made over one and a half years after the Estate probate proceedings were started in the Estate of SIMON and over three years in the Estate of SHIRLEY, after several motions filed by Petitioner to REMOVE them all for CAUSE with PREJUDICE have lied dormant in the Court.
2. That SPALLINA and TESCHER also sought a petition to be discharged by this Court as part of their withdrawal and resignation petitions. Petitioner has previously sought the REMOVAL of SPALLINA and TESCHER as Co-Personal Representatives; thus Petitioner is not interested in having them continue in that role; however, their petitions raise serious concerns about the real reasons and motives for their sudden desire to flee the scene of the crimes.

3. That SPALLINA, TESCHER and their law firm TSPA state their reasons for withdrawal and desire for discharge is suddenly "irreconcilable differences[2]" with THEODORE as to their motion to withdrawal as counsel to THEODORE as Personal Representative of SHIRLEY'S Estate, and suddenly "irreconcilable differences" with the beneficiaries as to their motion to resign as Co-Personal Representatives under SIMON'S estate.

4. That as an initial matter, Petitioner moves this Court to have SPALLINA, TESCHER and their law firm TSPA state with specificity all of the reasons they feel they have "irreconcilable differences" as to the beneficiaries and as to THEODORE. Petitioner also moves to have them state with specificity why it is now, almost a year and half into the probate of SIMON[3] and over three years into SHIRLEY that they for the first time feel they have sudden "irreconcilable differences" that forced their resignation, apparently in attempts to evade the more serious matters discovered in this Court regarding their law firm TSPA filing FORGED and FRAUDULENTLY NOTARIZED DOCUMENTS to close the Estate of SHIRLEY and filing documents impersonating SIMON POST MORTEM AS THE PERSONAL REPRESENTATIVE through further FRAUDULENT ACTIVITIES and other alleged criminal acts and civil torts further discussed herein.

See my letter of 1/14/14 allegations of wrong doing

5. That even if the Court allows SPALLINA, TESCHER and their law firm TSPA at this time to resign and /or withdraw, Petitioner objects to their discharge. A discharge could impede the beneficiaries' rights to relief from each or both of them and their law firm TSPA when

[2] There appears no legal definition of this word other than its use in divorce cases and where the term is not applicable to these matters as a ground for withdrawal of counsel. Black's Law Dictionary "No fault ground for dissolution of marriage under many state divorce statutes, see also irretrievable breakdown of marriage."

[3] The estate was Ordered by Judge David E. French to be closed by October 02, 2013 and no filing for extension has been filed in violation of the Court Order.

this Court finally determines the proper beneficiaries and the true value of SHIRLEY and SIMON'S Estates and Trusts and where an estimated FORTY MILLION DOLLARS of missing assets have gone. Keep in mind that Petitioner states that the Estates and Trusts values have been intentionally misrepresented so THEODORE, SPALLINA, TESCHER and others could loot the Estates after illegally gaining Dominion and Control of them through a series of fraudulent and forged documents and then begin a host of alleged criminal acts to disperse assets illegally to improper beneficiaries and remove assets outside of the gross Estates.

6. That SPALLINA, TESCHER and their law firm TSPA have acted in many roles, including but not limited to: (i) Counsel to Petitioner's deceased parents, (ii) Preparation of Wills and Trusts for SIMON and SHIRLEY, (iii) Acting as Co-Personal Representatives of SIMON, (iv) Acting as counsel to themselves as Co-Personal Representatives of SIMON, (v) Acting as Co-Trustees of SIMON, (vi) Acting as Counsel to Co-Trustees of SIMON including themselves, (vii) Counsel to SIMON as PERSONAL REPRESENTATIVE of SHIRLEY'S Estate, (viii) Acting as Counsel to THEODORE as Successor Trustee to SHIRLEY'S TRUST, (ix) Acting as Co-Trustees of SIMON'S Trusts, (x) Acting allegedly fraudulently as Trustee of the Simon Bernstein Irrevocable Life Insurance Trust Dtd 1995 (that does not exist at this time), (xi) Acting as Counsel to Beneficiaries and Interested Parties of SIMON and SHIRLEY Estates and (xii) Acting as counsel to Personal Representative Theodore in SHIRLEY'S Estate. So any discharge could affect their exposure in each of these roles and further damage Petitioner and other interested parties and beneficiaries.

7. That the dizzying amount of representations by THEODORE and TESCHER, SPALLINA and TSPA, gained through a series of alleged and proven forged and fraudulent documents, which gave them total control of the Estates and provided a mechanism to **THWART ACCOUNTABILITY** of their actions to the beneficiaries of the Estates.
8. That subject to the other "irreconcilable differences" SPALLINA and TESCHER may state with specificity to this Court, it is clear from a RESIGNATION letter sent by TESCHER, see Exhibit 1 - TESCHER RESIGNATION LETTER on January 14, 2014 to the children of SIMON and SHIRLEY that TESCHER and SPALLINA disagree amongst themselves now as to who the proper beneficiaries are due to what they claim are newly discovered admittedly fraudulent documents and bad faith acts and further unclean hands, see Exhibit 2 – REPORT ("REPORT") (*****NOTE THAT THIS COURT MAY WANT TO ACT ON ITS OWN MOTION TO SEAL THIS EXHIBIT TO PROTECT THE SOURCE, PLEASE CONTACT PETITIONER IMMEDIATELY IF THE DECISION IS TO SEAL*****).
9. That in his letter, TESCHER states that an alleged first amendment ("FIRST FIRST AMENDMENT") prepared by his Law Firm TSPA in 2008 in SHIRLEY'S Estate simply removed a step son of THEODORE'S and nothing else; meaning THEODORE and Pamela Beth Simon ("PAMELA") and their lineal descendant were not proper beneficiaries as they were wholly disinherited in the 2008 estate plans of both SIMON and SHIRLEY with their lineal descendants.
10. That in his resignation letter TESCHER states that in January 2013, over four years later, SPALLINA sent a different alleged second first amendment ("SECOND FIRST

1/14/14 letter speaks for itself

AMENDMENT") to then counsel to Petitioner, Christine Yates, Esq. ("YATES") of the Tripp Scott law firm, which removed the step son and this new SECOND FIRST AMENDMENT now allegedly changed the definition of lineal descendants so as to allegedly state that THEODORE and PAMELA'S children would be proper beneficiaries along with the other grandchildren. TESCHER claims to have never been aware of such alleged SECOND FIRST AMENDMENT.

11. That this was the stated basis of TESCHER'S resignation and in the letter he offered to make whole **losses and damages** suffered by the affected parties. It is interesting that SPALLINA sent the other alleged SECOND FIRST AMENDMENT, which allegedly changed the definition of lineal descendants in 2008, because in November 2011, SPALLINA responded to PAMELA'S counsel, Heriaud & Genin, Ltd., and a one Tamar S.P. Genin ("GENIN"), see Exhibit 3 - GENIN'S LETTER TO PAMELA, that PAMELA, THEODORE and their children were wholly cut out of the Estates of both SIMON and SHIRLEY, with them considered predeceased and wholly disinherited at that time.

12. This conversation however, occurred three years after the purported signing of the alleged SECOND FIRST AMENDMENT that is alleged to include the grandchildren back into the Estate on November 18, 2008. Therefore, why would SPALLINA tell GENIN that PAMELA and her children were cut out of the Estates and Trusts and wholly disinherited in November 2011, if SPALLINA had the other alleged SECOND FIRST AMENDMENT reinstating them back on November 18, 2008? It is also curious that both documents are titled "first amendment" instead of one of them being titled a second amendment and they both were supposedly signed on the same date on November 18, 2008.

13. That it was recently learned that the SECOND FIRST AMENDMENT was admitted altered and manufactured illegally for SHIRLEY in January 2013 by SPALLINA as part of continuing an ongoing Pattern and Practice of Fraud and more to make POST MORTEM CHANGES TO THE RIGHTFUL beneficiaries of the Estates.

14. That the existence of the alleged FIRST FIRST AMENDMENT that excludes THEODORE and PAMELA'S children likely is the basis why THEODORE may believe there is an "irreconcilable difference" as his kids would remain non-beneficiaries under that document, and obviously now clearly demonstrates that THEODORE is further conflicted and now incapable of serving as Personal Representative or in any fiduciary capacities in the Estates and Trusts, as a Personal Representative or Trustee must look out equally for the interests of all beneficiaries, which he cannot do while arguing that his issue of his family being excluded and that they should now be included back in, which is to the detriment of the other grandchildren or children of SHIRLEY and SIMON. These same conflicts would be cause to deny PAMELA from becoming a successor Personal Representative and/or Trustee as well. Since THEODORE and PAMELA have no real interests in the Estates no matter how this Court determines the beneficiaries and have already been involved in so much delay and conversion of assets improperly there is no reason for the Court to have them in any fiduciary or other capacities.

15. That it was recently learned that THEODORE was advised by counsel of the fact that distributions to his children of Estate and Trust assets should not be distributed to his children as it was improper but THEODORE ignored the advice of counsel and so transacted distributions to his children to the detriment of other beneficiaries. Again, this is solid cause for THEODORE to be instantly removed from ANY fiduciary capacities in the Estates and

told him hold off on distrib until I Shirley Trust removed as defendant in the Stansbury litigation

Trusts for this is absolute WILLFUL, WANTON and GROSSLY NEGLIGENT behavior in disregard for law and which such conversion constitutes alleged CRIMINAL misconduct. See Exhibit 2 - REPORT.

16. That TESCHER'S Resignation letter exposes now that the ALLEGED documents likely have been changed or wholly manufactured without his knowledge in the Estates and then posited with this Court by TSPA and others, if this Court believes anything TESCHER, SPALLINA and THEODORE say or do at this point after review of the Exhibit 2 - REPORT. With proven ALTERED, FORGED and FRAUDULENTLY NOTARIZED DOCUMENTS made part of the Court record or sent to others by their law firm TSPA already, including a POST MORTEM FRAUDULENT DOCUMENTS, this adds further confirmation to Petitioner's claims that a mass of POST MORTEM fraud was enacted to illegally attempt to change the beneficiaries through a series of Fraudulent documents, all architected and aided and abetted by TESCHER, SPALLINA, TSPA and others. This may be further evidence of POST MORTEM changes or fraudulent changes to the dispositive documents and now in addition to the proven FORGED and FRAUDULENTLY NOTARIZED documents of the now arrested and sentenced for felony acts, a one Kimberly Moran ("MORAN"), TSPA'S Legal Assistant and Notary Public, which forgeries and fraudulently notarized documents were argued before this Court to be a one off affair and this argument now fails, as more and more evidence of fraudulent activities pile up to exhibit a Pattern and Practice of criminal activities.

17. That subject to their reply to the irreconcilable difference questions it is clear that TESCHER and SPALLINA'S position is that THEODORE and PAMELA and their lineal descendants

are still excluded from the Estates and Trusts according to TESCHER'S Resignation letter. To support this,

i. That as evidenced in Exhibit 3 - PAMELA NOTE & ATTORNEY LETTER TO SIMON, is a hand-written note from PAMELA to SIMON dated January 2012, which she attached to a Letter written by her attorney GENIN dated November 28, 2011. PAMELA sent the note and letter to SIMON, which was over four years AFTER the purported alleged SECOND FIRST AMENDMENT was executed on November 18, 2008 that allegedly added back into the Estate plan PAMELA'S children. However, in direct contradiction to this, SPALLINA clearly opined in the conversations with PAMELA'S attorney GENIN held in November 2011 that THEODORE and PAMELA and their lineal descendants were wholly excluded from the Estates and Trusts of both SIMON and SHIRLEY, no mention at that time of an alleged SECOND FIRST AMENDMENT reinstating them. Why would SPALLINA state these alleged misstatements to PAMELA'S attorney, inciting PAMELA'S ire, knowing according to TESCHER and SPALLINA'S ever changing story that SHIRLEY had changed her language to include her grandchildren in the alleged SECOND FIRST AMENDMENT that SPALLINA and TESCHER allegedly prepared along with the 2008 estate plans? Another question becomes if SIMON knew that SPALLINA had leaked this information to his children without his knowledge prior to his death and caused major problems with THEODORE and PAMELA perhaps putting SIMON'S life in danger, with major pressures put on him after learning of their disinheritance that lasted all the

way to his death, as defined in Petitioner's prior Motion filed in May 2013, which provides explanation for why SIMON was being mentally tortured by THEODORE and PAMELA to make changes to his estate plans on or around this time.

ii. TESCHER'S Resignation letter on January 14, 2014 states he only became aware of the purported alleged SECOND FIRST AMENDMENT in January 2013 when it was sent to PETITIONER'S children's counsel YATES and therefore why did TESCHER and SPALLINA wait until now, over a year after manufacturing this document to tell this Court and PETITIONER this remarkable information he allegedly discovered and instead has continued to suppress and deny the document while he had this evidence in hand and continue to practice a FRAUD ON THIS COURT AND THE TRUE AND PROPER BENEFICIARIES. In his letter TESCHER was allegedly aware of the alleged FIRST FIRST AMENDMENT excluding THEODORE'S stepson Matthew Logan allegedly executed in 2008, if one believes anything they claim or any document they have tendered any longer. That this further supports the need for forensic analysis of ALL documents that are posited in the Court's record for evidence of further fraud, fraud in and upon on the Court by OFFICERS OF THIS COURT and fraud on the Beneficiaries.

18. That one thing is clear from PAMELA'S note and her lawyer's letter is that SIMON wanted first and foremost to take care of PETITIONER and provide his family and children due to Petitioner's extraneous circumstances, including the Attempted Murder of his family and

other death threats against his family, in his pursuit of the alleged perpetrators involved in theft of his and SIMON'S Intellectual Properties. The estate plans that SPALLINA and TESCHER were contracted by SIMON and SHIRLEY to do to protect Petitioner and his family are the one thing that TESCHER and SPALLINA have instead attempted with THEODORE and PAMELA to thwart since their passing, now trying to unwind these plans and abscond with assets through a series of fraudulent actions as pled in the multiple prior UNHEARD Petitions and Motions with this Court.

19. That Petitioner instead has been in HELL since the death of his father. Tortured by not only his father and mother's loss in a short period of time but also from the absolute bad faith acts of their trusted Estate planners, who despite their claims that they have been doing these crimes to enact the wishes of SIMON prior to his death and make POST MORTEM changes at their discretion in their best interests through forgery and fraud, these are not the real motives of their actions. Their intent since day one has been to harm Petitioner, shutting him out entirely of information regarding his parents estates, forcing him to retain counsel and rack up huge legal bills and wasting precious time from protecting his family by doing his normal work, which takes up to twenty hours a day for over a decade and is necessary to reclaim his and SIMON'S Intellectual Properties and prevent another car bombing, all discussed largely in the May 06, 2013 pleading to this Court to FREEZE THE ESTATES, etc. They have made every step of the way since SIMON'S death for Petitioner and his family HELL, starving them and denying them not only of information regarding their beneficial interests but starving them of food, costs of living expenses, school funds, utility funds and attempting to steal off with assets left to protect them, including three minor children, which both SIMON and SHIRLEY had taken elaborate and extensive estate

planning steps to ensure continuation of funds and resources left to cover these expenses for Petitioner and his family for many years to come.

20. That because THEODORE acting as Personal Representative in SHIRLEY'S Estate would take the position that his children should be included in the Estates now, this creates inherent and absolute conflict because now he cannot act to all beneficiaries impartially while competing for benefits for his children at expense of other grandchildren or children of SIMON and SHIRLEY. There are many other reasons THEODORE should not be in any fiduciary capacity in the Estates, which again have been filed repeatedly with this Court but remain unheard, including damning information in the exhibited REPORT herein.

21. That according to recent information, THEODORE was advised by counsel to make no distributions of assets of the Trusts of SHIRLEY in his ALLEGED role as Successor Trustee and Personal Representative but despite knowing the beneficiaries of the distributions were improper, including to his three children, he ignored the advice of counsel and made distributions knowing they were improper, another reason that THEODORE should be removed from ALL fiduciary capacities he may have in either Estate.

22. That these recent events with the Resignation of counsel and withdrawal of Personal Representatives make it an ideal time for the Court to now determine who the proper beneficiaries are and seize and impound all records and documents and share them with the beneficiaries at long last, as they have been denied and suppressed in violation of Probate Rules and Statutes and make a determination based upon all the facts. Impound all assets. Documents should include all ORIGINAL ESTATE DOCUMENTS and all ORIGINAL Court records both in the docket and in any other log or records, as it appears that tampering

with Court files may also have occurred in the positing of certain documents in the Court record.

23. That further, the Court **may find** that the 2008 Estate documents are the last validly executed documents of SIMON and SHIRLEY, at this point Petitioner still does not have copies of certain of these documents, including the 2008 Will of SIMON and the 2008 Trust of SIMON, as they have been denied and suppressed to this point in violation of Probate Rules and Statutes. Therefore, the beneficiaries may also end up being only Petitioner and his two sisters Jill Iantoni ("IANTONI") and Lisa Friedstein ("FRIEDSTEIN") and their six lineal descendants as was allegedly stated in the 2008 documents. In this case, all the alleged changes in the alleged 2012 documents, which have all been challenged in Petitioner's prior unheard Petitions and Motions regarding the grandchildren's replacement of the three children of SIMON may be nullified entirely, along with all the 2012 documents. However, due to TESCHER'S Resignation letter and information in the REPORT exhibited herein, exposing that document fraud may have occurred in the 2008 documents they must now be questioned for further evidence of fraud.

24. That in regard to TESCHER and SPALLINA resigning and withdrawing and being discharged as Co-Personal Representatives in SIMON'S estate due to sudden "irreconcilable differences" with the children and grandchildren, their desire to withdraw, resign and be discharged, while consistent with Petitioners motions to Remove the Personal Representatives, is not for the same reasons and must be done to minimize any further risks of injury to the already damaged parties admitted to by TESCHER, through the alternative of REMOVAL with CAUSE and PREJUDICE.

25. That the beneficiaries have already been damaged from;

i. the FORGED and FRAUDULENTLY NOTARIZED DOCUMENTS submitted by TSPA in these proceedings,

ii. the crimes committed and admitted to by SPALLINA in the September 13, 2013 Hearing before this Court,

iii. SPALLINA'S admitted closing the Estate of SHIRLEY with a DECEASED SIMON acting as a living Personal Representative / Executor while dead,

iv. failing to notify the Court of his death in opposite of Probate Rules and Regulations with intent,

v. failure to elect proper successors with intent,

vi. SPALLINA'S admitted involvement with the MORAN FORGERIES and FRAUDULENT NOTARIZATIONS of six people, including a POST MORTEM FORGERY OF SIMON'S SIGNATURE, on six separate documents

vii. the information in the exhibited herein REPORT, which indicates further willful, wanton, reckless and grossly negligent behavior that took place to commit fraud on certain beneficiaries and in utter disregard to Law with intent to cause harm to beneficiaries, and,

viii. the looting of the Gross Estates of SIMON and SHIRLEY through a series of alleged criminal acts defined herein and in all prior unheard pleadings of Petitioner's since May 2013.

26. That due to the criminal acts and civil torts that TSPA, TESCHER and SPALLINA are involved in already and the damages they have caused thus far, Petitioner requests the Court to REMOVE them with CAUSE and PREJUDICE and not rule on their motions to discharge

them or allow them to withdraw based on their baseless pleadings, instead favoring Petitioner's reasons to REMOVE them with CAUSE and PREJUDICE and force reliefs sought by Petitioner in his prior Motions to Remove the Personal Representatives from damages inflicted and admitted to already. In fact, due to these crimes, nothing they say to the Court in pleadings should be allowed or ruled on and all prior pleadings motions, etc. be DISQUALIFIED from the proceedings and removed.

27. That if their response to the "irreconcilable differences" they cite is that they want to withdraw and their resignations are based on the two differing alleged "first amendments" causing a dispute of who the beneficiaries are and not all the alleged and proven criminal reasons and alleged civil torts Petitioner has demanded their REMOVAL with CAUSE for in his prior UNHEARD Motions and Petitions since May 2013, including but far from limited to, the forged and fraudulently notarized docs, the failures to follow Probate Rules and Statutes in toto, the identity theft of SIMON to close SHIRLEY'S estate, the attempt to change the beneficiaries of the Estates of both SIMON and SHIRLEY POST MORTEM, the allegations of a mass of felony crimes to loot the estate through a variety of fraudulent activities, theft of assets, etc., then their motion for discharge should be denied at this time, as the determination that the beneficiaries needs to be fixed due to problems wholly created by their errors and alleged and proven criminal acts is not cause to be removed when it is the job of the Personal Representatives to fix the problem of beneficiaries, especially where they created them and are Attorneys at Law.

28. That how can Attorneys at Law, acting as Personal Representatives have "irreconcilable differences" with beneficiaries? It is the job of the Personal Representatives to determine

who the proper beneficiaries are in an Estate and to ensure all Estate assets are protected, marshaled and distributed properly to the true and proper beneficiaries. Because they now seek to resign and withdraw, which appears consistent with Petitioner's position since the probate proceedings began that they must be dismissed for a host of more serious and disturbing problems.

29. That it is now the proper time for this Court to entertain proceedings to determine first the true net worth of the decedents SIMON and SHIRLEY. That this accounting must be accomplished first while SPALLINA and TESCHER are still in this Court's jurisdiction and certainly before any contemplated discharge. Petitioner previously stated the multiple roles these lawyers played in controlling virtually every aspect of the Estates precluding any accountability after illegally seizing Dominion and Control of the Estates through fraudulent documents and where they further denied and suppressed documents from the beneficiaries in efforts to convert assets from the true and proper beneficiaries and also steal assets outright excluding them from the Estates, as evidenced to this Court in prior pleadings.

30. That evidence already presented to this Court demonstrates that the decedents were worth many times the alleged total combined net worth of the estates and trusts of $4,000,000.00 that SPALLINA and THEODORE have told this Court under oath and in the hearings before the Court, as an estimate. As the Estate of SHIRLEY was not represented by any party at any of the past four hearings held due to SIMON being used illegally to close the Estate of SHIRLEY, there was no Personal Representative to make claims in opposition to these claims or cross examine SPALLINA and THEODORE but enough evidence is already in the record to show this amount far below the known amount of assets.

31. That Petitioner seeks an Evidentiary Hearing while SPALLINA and TESCHER are still not discharged and are still in a fiduciary position as to the beneficiaries to question them under oath after the Court has forced the release of all documents owed to beneficiaries that remain denied in violation of Probate Rules and Statutes.

32. That an example through evidence already in this Court that financial skullduggery is occurring, is that the inventory prepared by TESCHER and SPALLINA in SHIRLEY'S Estate indicated she had only $25,000 of personal property when she died and was so stated under oath by THEODORE and SPALLINA in the October 28, 2013 Evidentiary Hearing. However, immediately after learning in the Evidentiary Hearing of October 28, 2013 of this claim, Petitioner submitted insurance documents showing SHIRLEY had in jewelry alone a much greater personal property value, evidencing nearly $700,000 of jewels that have disappeared from the Estates that were appraised shortly before her death as her Personal Property. Petitioner has other evidence to bring to this Court that will show SIMON and SHIRLEY'S true net worth to be much higher.

33. That another example of this Skullduggery was exposed by Your Honor's release of SIMON'S sealed Inventory to Petitioner that was never published to the Beneficiaries according to Probate Rules and Statutes, which revealed an inventory missing many Personal Property assets of SIMON. Then weeks later, almost a year and half after SIMON passed in efforts to amend the Inventory once this Court released the suppressed and denied sealed original inventory that had not been "published" to the beneficiaries according to Probate Rules and Statutes. Just as evidence was pouring in to this Court and authorities of assets missing off the Inventory, TESCHER and SPALLINA suddenly submitted an AMENDED INVENTORY, which PETITIONER challenges and rejects herein, which are suddenly

adjusted to include assets TESCHER and SPALLINA knew about since SIMON'S death and in fact they were instrumental in preparing the alleged legal work regarding those newly claimed assets so they cannot claim they did not know about them when filing the original inventory.

34. That approximately ONE MILLION DOLLARS of assets were added to the original inventory, in an Estate they claim is only worth Four Million and where the original inventory claimed SIMON only had Personal Property of approximately ONE HUNDRED THOUSAND dollars. That one of the alleged assets added was a Mortgage to SIMON on the home purchased by PETITIONER'S children and this has been explained to the Court already to be in efforts to force a foreclosure and seize the home as part of an ongoing alleged EXTORTION of Petitioner.

35. That another recently discovered fact also evidences that the estimated worth of four million dollars appears deficient, is in the amount of money SIMON took in income in the years leading up to his death.

    i. That in year 2007 S. BERNSTEIN took in addition to a salary of $252,622.00 a shareholder share of current income of LIC Holdings, Inc. of 33% of $11,601,040.00 (86% cash distribution) or $3,867,013.33 for a total $4,119,635.33. Not bad for a bum who P. SIMON'S attorney GENIN accuses of stealing P. SIMON'S antique furniture and being too ill to work.

    ii. That in year 2008 S. BERNSTEIN took a salary of $3,756,298.00.

    iii. That in 2007-2008 S. BERNSTEIN took home a total $7,875,933.33. Yet, according to THEODORE and SPALLINA in hearings before Hon. Judge Colin, only a few years later the entire net worth of the Estates and Trusts was only

ESTIMATED at four million dollars, again, estimated because no accountings of the Estate and Trust values have been provided to the beneficiaries, in violation of Probate Rules and Statutes.

36. That the estimated net worth of the Estates and Trusts is only an estimate as no financials have been tendered to the Beneficiaries in violation of Probate Rules and Statutes and the four million dollar estimate appears far short of known assets, including but not limited to,

i. a fully paid for Condominium that S. BERNSTEIN had listed at $2,195,000.00 when he died,

ii. a fully paid for home residence, which had an alleged minimal line of credit and was listed at $3,200,000.00 by S. BERNSTEIN shortly before he died in 2012,

iii. life insurance on the life of SIMON worth at minimum $1,700,000.00 that is currently involved in a Federal Court Case IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT COURT ILLINOIS, Case No. 13-cv-03643 and where evidence has been submitted that both SPALLINA, THEODORE and MORAN are again involved in illegal acts including INSURANCE FRAUD, IMPERSONATING AN INSTITUTIONAL TRUST COMPANY, FRAUD ON A FEDERAL US DISTRICT COURT and FRAUD ON THE ESTATE BENEFICIARIES OF SIMON. For information regarding these alleged criminal acts to convert an asset of SIMON'S Estate from the true and proper beneficiaries, please see the URL @ www.iviewit.tv/20140123ANSWERTOAMENDEDCOMPLAINT.pdf , fully incorporated by reference herein.

iv. Newly claimed Personal Property Assets of SIMON of $1,000,000.00 recently added to an Amended Inventory of SIMON.

v. Missing Jewelry of SHIRLEY, appraised at $700,000.00 shortly before her death.

vi. Missing fully paid Bentley Automobile of SHIRLEY estimated at $350,000.00.

vii. IRA's of another approximate $2,000,000.00 that were stated to be there initially and now are claimed gone, and,

viii. JP Morgan accounts with another minimum amount of $2,500,000.00 in just one account as stated in the September 13, 2013 hearing before this Court as reserve for a creditor claim of that amount and where other accounts are alleged missing.

ix. Oppenheimer Accounts that appear missing entirely.

x. Stanford Bank Lawsuits for CD'S lost that were part of the Sir Robert Allen Stanford Ponzi fraud for approximately $2,000,000.00.

WHEREFORE, Petitioner prays for all of the following relief,

That based on information in SEALED DOCUMENT, this Court would be well respected to consider all of the following reliefs,

i. Order IMMEDIATE FINANCIAL RELIEF, like today, be granted to Petitioner and his family who have been tortured by these crimes mentally and financially for over a year and half and since his children and wife have basically been starved out, stressed out and damaged beyond human belief with intent from the crimes of these "trusted" advisors and Attorneys at Law, this relief is life sustaining at this point.

ii. Order all expenses and legal expenses extended by Petitioner, including monies that were misused by SPALLINA from his children's educational trust funds to pay legal

and other costs involved in exposing these crimes committed and have depleted these funds with reckless disregard and absolute intent, in efforts to starve out Petitioner and his family to cease their prosecution of them and their crimes. MAKE THEM PAY THIS FROM THEIR BANK ACCOUNTS NOT THE ESTATES. as TESCHER claims he wants to make reparations for just the one bad act he now admits to have happened but ALL of their bad acts combined. These damages include not getting a single thing in over three years since his mother's death and over a year and half since his father's passing and loss of personal items his parents were leaving to him, while all of them knew of these bad acts and looted these most prized possessions from him and his family and their inheritances. That Petitioner as evidenced is the only child that with his wife and children were with SIMON and SHIRLEY from the moment they heard they were sick and could not travel to see them in California until the moment they died, every week on Sunday for brunch and once or twice a week for other engagements. The other children, mainly THEODORE and PAMELA had apparently strained and difficult relations that culminated in bad blood over the last years of their lives that left them isolated from their parents in large part and IANTONI and FRIEDSTEIN were largely inaccessible to them via distance.

iii. ALL Attorneys at Law that have been involved in these matters in any capacities be REMOVED with CAUSE and PREJUDICE and their motions to withdraw denied and instead Petitioner's Motions and Petitions to Remove the Personal Representatives be heard instead.

iv. That ALL Attorneys at Law seeking withdrawal first post requisite BONDS for the damages caused thus far and still being investigated in an amount no less than $40,000,000.00 each.

v. That Mark Manceri who has withdrawn as counsel in his multiplicity of roles in the Estates of SIMON and SHIRLEY and who should have also been REMOVED with CAUSE and PREJUDICE by this Court also be required to post requisite BOND for the damages caused thus far and still being investigated in an amount no less than $40,000,000.00.

vi. That the Personal Representatives of the Estates of SIMON and SHIRLEY, THEODORE, SPALLINA and TESCHER, be required to post requisite BONDS for the damages caused thus far and still being investigated in an amount no less than $40,000,000.00 each.

vii. That there is no discharge at this time only a REMOVAL for CAUSE as counsel and REMOVAL for CAUSE from acting as Personal Representatives.

viii. That this Court and Your Honor post a Public Official Surety Bond, as certain crimes admitted to already and alleged have all occurred in and upon this Court, by Officers of this Court under Your Honor's supervision in an amount no less than $40,000,0000.00, until the matters can be fully investigated and resolved.

ix. That the Court decides the values of the Estates after full and formal forensic accountings and then determines who the proper beneficiaries are before any discharges are granted, due to the admitted exposures and liabilities to beneficiaries and additional liabilities that may result from premature discharge by Your Honor.

x. That Petitioner wants the Attorneys at Law and the Personal Representatives all REMOVED for CAUSE with PREJUDICE and not discharged until all issues of exposure are fully resolved both in civil and criminal matters that remain ongoing and those new ones that will be filed based on the information in the SEALED DOCUMENT.

xi. That Petitioner requests that ALL legal fees billed for SIMON and SHIRLEY estates, creditor lawsuit involvement and other legal or professional fees deducted from the corpus of the estates or trusts by any of the fleeing Attorneys at Law involved be returned in full with interest to the Estates, along with a complete accounting of all billings, work products, etc. as required by law, which have been suppressed and denied entirely in both Estates and Trusts to this point. Based on the information already disclosed in the SEALED DOCUMENT, this now becomes mandatory.

xii. That Petitioner demands this Court follow Judicial Cannons and Law and report all crimes that have been committed in and upon this Court by Officers of this Court to the proper authorities both civilly and CRIMINALLY for full and formal investigation.

xiii. That their Motion to Withdraw and be Discharged not be heard, until hearing ALL of Petitioner's prior motions to this Court to REMOVE counsel and the PR'S with CAUSE and PREJUDICE filed with the Court since May 2013 and unheard.

xiv. That no discharge is issued until all investigations are complete in state and federal actions as their culpability and exposure remains open to further information relating to those other related criminal and civil actions now in progress and those soon to be filed.

xv. That the Court should note that all of these Attorneys that are resigning or withdrawing for their stated reasons should not be moving the Court any longer, including these pleadings and in any hearings, where pleadings should have been filed by non-conflicted counsel, as they have already resigned as counsel to the Bernstein family and estates entirely and thus should be represented by independent none conflicted and not criminally involved counsel forward before the Court.

xvi. That the Court appoint Petitioner as Successor Personal Representative and Trustee over the entire estates, as Petitioner is honest to the core with prized integrity and while not the greatest in financial management, will come prepared with a wonderful cast of characters to aid as Co-Personal Representatives and will retain wonderful counsel for the Estate, who are proven in their respective fields to money managers and lawyers of the highest caliber to assist in all those areas that Petitioner lacks. That Petitioner will do what is fair and right to his parents' wishes and will respect and honor those to the letter, once all the missing assets and properties are 100% recovered and this Court and those appointed and trusted determine the real value of the Estates of SIMON and SHIRLEY. That Petitioner's Co-Representatives would also be known to the Bernstein family members, as they have been all been valuable clients to their businesses for many many years and should be elected without objection to the members of the Bernstein family that have real interests in these matters.

xvii. That the Court must also ask if it too must disqualify itself as Petitioner filed a motion for disqualification of Your Honor but Your Honor ruled it was not "legally sufficient" and while Petitioner is preparing a response and requesting clarification to

disqualify, Petitioner wants this Court here and now to reveal if Your Honor has discovered any reasons such as conflicts or adverse interests for your own disqualification that cannot be parsed by Petitioner and this Court openly and with full disclosure. To ensure due process, Petitioner representing himself Pro Se is entitled to know of any conflicts or adverse interest and has requested since the May 06, 2013 Petition to freeze the Estates that the Court review Petitioner's Conflict of Interest Disclosure attached to that filing as Exhibit 30, pages 400-466, which has a partial list of individuals and corporations that may cause conflict with impartial revue by Your Honor.

xviii. If there are such conflicts or adverse interests that preclude Your Honor further, is it not legally required that Your Honor act on your own motion to disqualify yourself and not wait for Petitioner who is Pro Se to get the disqualification technically right or make it legally sufficient? However, a mere statement that no conflicts or adverse interests now exist in these matters would be sufficient at this time to clarify this matter with Petitioner, as if conflicts or adverse interests exist at this point due to the criminal acts that occurred in and upon this Court, with Your Honor's Court Officers involved and Your Honor directly involved through their actions, now even becoming a material and fact witness to the events that occurred in and upon the Court, than Your Honor is required by Judicial Cannons to disqualify or to at least respond to Petitioner with a statement that insures fair and impartial due process.

xix. That another statement that no conflicts exist with Petitioner or the Iviewit Companies, especially in relation to Judge Jorge Labarga whom Your Honor cites as

your "Mentor" in your Florida Bar Resume[4] would also be appropriate, as Petitioner has alleged that Jorge Labarga is intimately and centrally involved in an ongoing RICO and ANTITRUST Lawsuit and ongoing criminal investigations relating to theft of Petitioner's and SIMON'S Intellectual Properties and in fact, is the central figure in causing all Petitioner's troubles in the Florida Courts since 2004, so as to be Petitioner's nemesis. Please identify at what times Labarga mentored Your Honor and if any conversations with him have been had since these matters began. These matters relating to this possible conflict have been discussed at length recently in the US District Court Northern District of Illinois, see URL @ www.iviewit.tv/20140205RESPONSETOREPLYREMOVEADAMSIMON.pdf , fully incorporated by reference herein. Please keep in mind that in New York, news has been published and already submitted to this Court in the May 06, 2013 Petition to freeze the Estates that in cases related to Iviewit's RICO and Christine C. Anderson's whistleblowing lawsuit that expose court and public office corruptions at the highest levels, that JUDGES were being illegally wiretapped involved in these matters and Plaintiffs like Anderson and Petitioner were being monitored illegally 24-7 for years through MISAPPROPRIATION OF JOINT TERRORISM TASK FUNDS AND RESOURCES, VIOLATIONS OF THEIR PATRIOT ACT RIGHTS, THREATS TO PUBLIC OFFICIALS AND BRIBES TO COVER UP THE CORRUPTION (including Senator John L. Sampson, former New York Senate Judiciary Committee Chairman and head of the New York Democratic party whom Petitioner and Anderson testified before and has admitted now to being threatened

[4] http://www.palmbeachbar.org/judicial-profiles/judge-martin-colin , fully incorporated by reference herein.

and taking bribes to cover up), innocent people being SET UP IN FALSE CRIMINAL ROUNDUPS for crimes and targeted by rogue Attorneys at Law in a number of high ranking public offices for personal vendetta's, including being set up on false TERRORISM charges and more!!! (See Exhibit in May 06, 2013 Petition to this Court, Pages 319-333) So everything is not what it appears to be at times as to why people did what they involved in these matters of Petitioner's inventions and Iviewit, including LABARGA and many others and so Petitioner continues to Judge according to persons actions individually and based on their integrity. Anderson herself testifies in Federal Court how when blowing the Whistle she became targeted and was afraid to leave her Supreme Court of New York Disciplinary Department Offices, not from the people outside but rather from those inside the halls the of Justice who were threatening her for her bold stance in the face of corruption like few other whistleblowers in history.

xx. Order that Petitioner's minor child receive his personal property of his KIA Soul automobile that was a birthday gift to him from his grandfather days before his death and is not an estate asset or personal property as SPALLINA and TESCHER have fraudulently claimed to the Court and that sits idle for over a year in front of Petitioner's home un-drivable and where a motion to Judge French has sat idle in SIMON'S court filings for months.

Eliot Bernstein, Pro Se and as legal guardian on behalf of his minor three children

X _____

CERTIFICATE OF SERVICE

I, ELIOT IVAN BERNSTEIN, HEREBY CERTIFY that a true and correct copy of Objection to Motions to be Discharged as Counsel... the foregoing Motion to ____ has been furnished by email to all parties on the following Service List, Friday, February 14, 2014.

Eliot Bernstein, Pro-Se and as legal guardian
on behalf of his minor three children

X _____

SERVICE LIST

Respondents sent Email

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Interested Parties and Trustees for Beneficiaries

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JOSHUA ENNIO ZANDER BERNSTEIN (ELIOT MINOR CHILD)
JACOB NOAH ARCHIE BERNSTEIN (ELIOT MINOR CHILD)
DANIEL ELIJSHA ABE OTTOMO BERNSTEIN (ELIOT MINOR CHILD)
ALEXANDRA BERNSTEIN (TED ADULT CHILD)
ERIC BERNSTEIN (TED ADULT CHILD)
MICHAEL BERNSTEIN (TED ADULT CHILD)
MATTHEW LOGAN (TED'S SPOUSE ADULT CHILD)
MOLLY NORAH SIMON (PAMELA ADULT CHILD)
JULIA IANTONI – JILL MINOR CHILD
MAX FRIEDSTEIN – LISA MINOR CHILD
CARLY FRIEDSTEIN – LISA MINOR CHILD

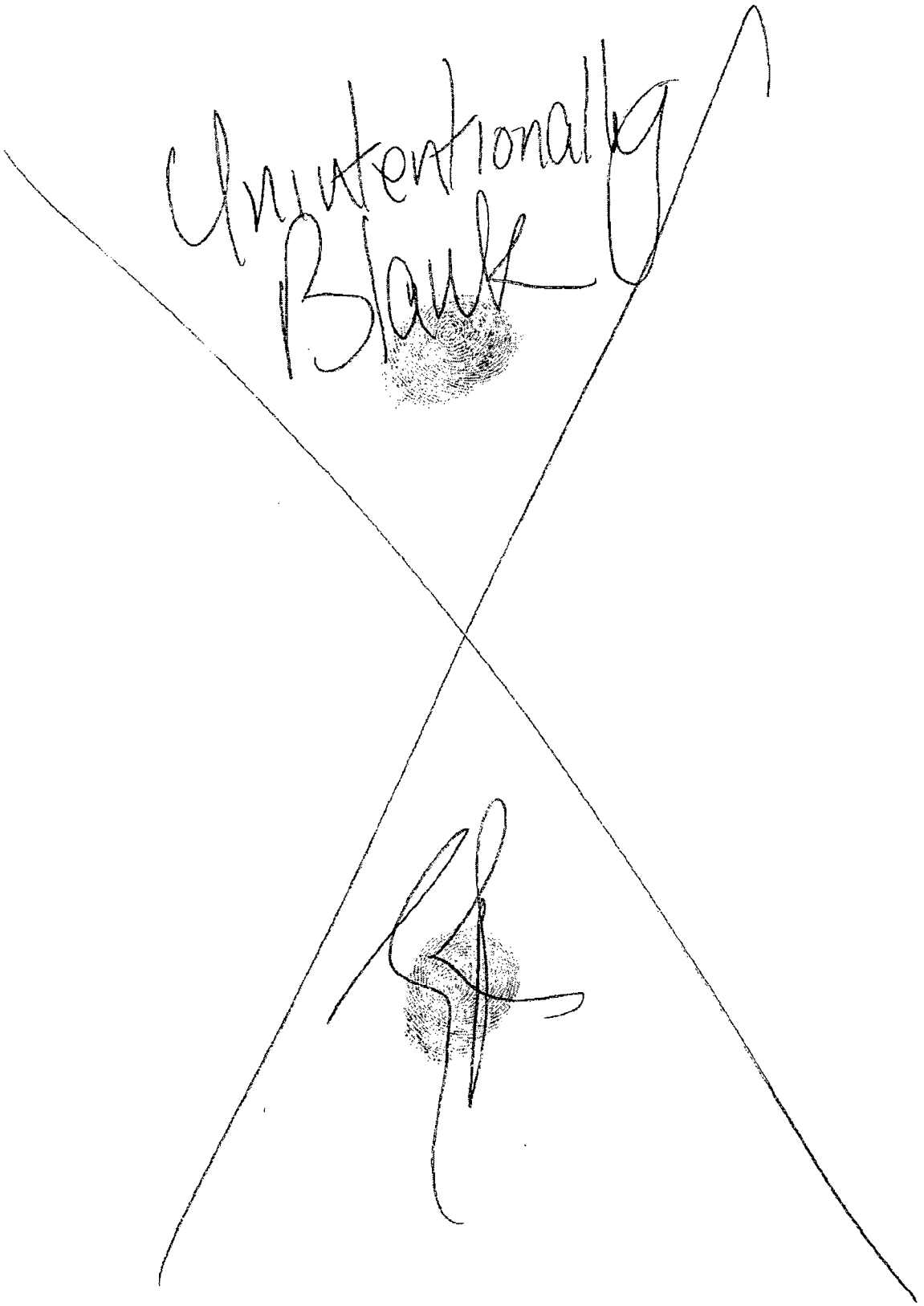
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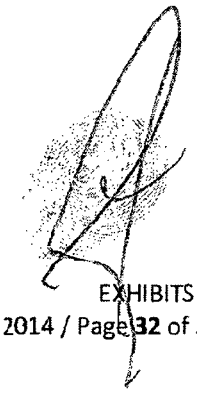
EXHIBIT 1 - JANUARY 14TH 2014 DONALD TESCHER AND TESCHER & SPALLINA, P.A. RESIGNATION LETTER



TEXT OF PAM'S NOTES 1 & 2
January 2012
Dear Dad,
Please read the attached letter and information. I am hopeful that you truly just don't know how much cutting me, Scoot [David Simon, Esq. proper name], Molly and Ted's family out of your will hurts us. It has nothing to do with money. In fact, I think you need to take care of ELIOT, using a trustee, first and foremost.
The act of disinheriting a child is unheard of and unimaginable. It is outrageous and considered psychologically violent. I am hopeful you are not aware of this and that you will make the changes necessary.
Love Pam

January 2012

Dear Dad,

Please read the attached letter and information. I am hopeful that you truly just don't know how much cutting me, Scott, Molly, and Ted's family out of your will hurts us. It has nothing to do with money. In fact, I think you need

to take care of Eliot, using a trustee, first and foremost.

The act of disinheriting a child is unheard of and unimaginable. It is outrageous and considered psychologically violent. I am hopeful you are not aware of this and that you will make the changes necessary.

Love,

Jim

Heriaud & Genin, Ltd.
Attorneys At Law
161 North Clark Street - Suite 3200
Chicago, Illinois 60601
Fax: (312) 616-1808

Simon's hand notes and underlines on the document.

Tamar S.P. Genin
(312) 616-1806
tspg@hgtrustlaw.com

November 28, 2011

Ms. Pamela B. Simon
950 North Michigan Avenue
Apt. 2603
Chicago, Illinois 60611

Dear Pam:

Please accept my apologies for my delay in sending you this letter. I had meant to send it to you soon after we spoke about my discussions with your parents' estate planning attorney, Robert Spallina. I know that it came as a shock when I told you that I was informed by Mr. Spallina that you, Ted and your respective family lines have not been provided for under your parents' estate plan and that your other three siblings have been provided for. Therefore, I thought that this follow-up letter was important.

As you may recall, I wrote to Mr. Spallina to request copies of your mother's Will, Trust and related financial information so that we could factor in a projected value of your remainder interest in your mother's Trust and analyze whether we should make any revisions to your and Scooter's estate plan in light of your mother's passing. We followed up with him after not receiving the requested information. In the end, I received an email from him in which he wrote "Please call me."

During my discussions with Mr. Spallina, he told me that you, Ted and your family lines were treated as "deceased" under your mother's trust because you and Ted were active in the businesses, and that each of you received a business as a gift from your parents. Mr. Spallina went on to say that your parents thought that they had adequately provided for you and Ted as a result of the gift of the business interests and that they wanted to provide for the other three children under their estate plan. I listened to what Mr. Spallina said. However, I knew based on our series of discussions over the years that, in fact, you did not receive any gift of a business interest from your parents.

So 2 to Pam, Ted

Following is my understanding of the circumstances under which you obtained your father's interest in S.T.P. Enterprises, Inc. ("STP"), which I understand can be supported by documentation:

- You and Scooter "stepped-in" and took over the running of Si's businesses (including SB Lexington, Cambridge Associates and others) following your father's open heart surgery at Northwestern in February of

1987, where he also contracted Hepatitis C and was told that he could no longer work full time. Following this, Si moved full time to Florida. He traveled to Israel later that year and contracted pneumonia.

- Upon reviewing the books, you and Scooter realized that Si's businesses were failing, an employee was stealing money and Si owed millions of dollars in unpaid bills and unpaid debt. In addition, you were receiving call after call from various banks asking for repayment.

- At that time, the ALPS was in its infancy. The promoter/agency was Cambridge Associates, owned 50% by Dov Kahana and 50% by Si with the positive arbitrage owned 25% by each of Cambridge, KGN, Bruce Nickerson and Scooter.

- In August 1988, Dov was exposed by you, and you and Scooter bought out Dov's 50% share for $3,300/month for 3 years and re-formed STP to own and market the ALPS.

- The first ALPS funding was on October 25, 1988. Even though your father was not involved in the day-to-day operations of STP, and you and Scooter were buying out Dov, your father insisted on owning a 50% share in STP, with each of you and Scooter receiving a 25% share.

- To protect your reputation and save Si from bankruptcy, you and Scooter decided to work 7 days a week and to forgo receiving most of your share of the net income from the business for a number of years to turn Si's situation around. During this time, however, your father continued to receive his 50% share of the net income and had his debt re-financed and re-paid by STP.

- Ultimately you and Scooter were compelled to buy your father out because he was doing business in Florida on behalf of others in a manner that was jeopardizing the relationships that you and Scooter had made through your efforts. You and Scooter paid top dollar ($6.5 million) to buy out your father's interest after the two of you had turned STP into a success. Although neither you nor Scooter thought that such a large sum was reasonable, you felt good knowing that it should take care of him and your mother for life.

- Just months after you purchased your father's interest in STP, you discovered that your father was doing business in direct competition with STP and utilizing STP information on his web page.

In addition, I recall based on our discussions that you and Scooter decided to help your parents by purchasing their Chicago condominium after they decided to move to St. Andrews. I understand that the two of you paid above full price with no

sales commission during a time when units were not selling at all, much less at full price. I also recall that the condo's furnishings were included in the purchase price even though your parents ultimately took an antique bench with them.

I do not see how either of these transactions with your parents could in any way be viewed as gifts that they made to you, and thus, justify their decision to cut you, Molly and future descendants of your family line out of receiving assets under their estate plan. I suggest that you talk this over with your father. Perhaps a review of the facts of the transactions will help his recollection about what actually occurred during the period when he was ill.

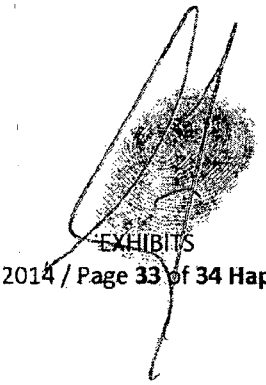
It is not the natural course to cut out certain family lines (Mr. Spallina agreed with me on this), and doing so could result in rifts between family lines for generations to come. I expect that this is not the type of legacy that your father would like to leave behind. In my experience, a child and that child's line are cut out only in extreme circumstances.

It is not too late for your father to change the current course. Since each of you, Ted, Lisa and Jill have your own independent wealth, perhaps at death your father could provide for your brother, Eliot, who is in need of financial assistance, and then divide the remainder of your parents' assets (after any debts, taxes and expenses) between the grandchildren so that each grandchild feels that he or she has been treated the same as his or her cousins. Obviously generation-skipping transfer ("GST") taxes would need to be considered, but under current tax law, potentially up to $10 million could be transferred between your parents to the grandchildren's generation without triggering a GST tax.

Sincerely,

IRS CIRCULAR 230 NOTICE: To comply with requirements imposed by the IRS, we inform you that any federal tax advice contained in this letter (including any enclosures) is not intended or written to be used, and cannot be used, for the purposes of avoiding penalties under the Internal Revenue Code. If this letter contains federal tax advice and is distributed to a person other than the addressee, each subsequent reader is notified that such advice is being delivered to support the promotion or marketing by a person other than Heriaud & Genin, Ltd. Each such taxpayer should seek advice based on the taxpayer's particular circumstances from an independent adviser.

EXHIBIT 2 - REPORT



PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 1
CASE NO. 14029489 OFFENSE REPORT CASE NO. 14029489
DISPOSITION: ZULU
DIVISION: DETECTIVE

911:
ECONOMIC CRIMES * * *
SIGNAL CODE: 14 CRIME CODE: NON CRIME CODE: OT CODE: 9546 01/23/14 THURSDAY
ZONE: BR GRID: DEPUTY I.D.: 7704 NAME: MILLER RYAN ASSIST: TIME D 1020 A 1020 C 1021
OCCURRED BETWEEN DATE: 12/01/12 , 0000 HOURS AND DATE: 01/31/13 , 0000 HOURS
EXCEPTION TYPE:
INCIDENT LOCATION: 6855 TECHNOLOGY WY APT. NO.: 700
CITY: BOCA RATON STATE: FL ZIP: 33431

NO. OFFENSES: 00 NO. OFFENDERS: UK NO. VEHICLES STOLEN: 0 NO. PREMISES ENTERED: 0
LOCATION: OTHER
NO. VICTIMS: 00 NO. ARRESTED: 0 FORCED ENTRY: 0

..
NAME LIST:
ROLE:
OTHER SIMON BERNSTEIN DOB: 12/02/1935
SEX: M RACE: W HT: 506 WT: 180 HR: GRAY EYE: BROWN
RESIDENTIAL ADDRESS: 7020 LIONSHEAD LA BOCA RATON FL 33496 HOME PHONE:561 000-0000
BUSINESS PHONE: 561 000-0000
OTHER SHIRLEY BERNSTEIN DOB: 06/29/1939
SEX: F RACE: W HT: 502 WT: 102 HR: BLOND EYE: BLUE
RESIDENTIAL ADDRESS: 7020 LIONSHEAD RD BOCA RATON FL 33496 HOME PHONE:561 000-0000
BUSINESS PHONE: 561 000-0000
COMPLAINANT ROBERT L SPALLINA DOB: 06/09/1965
SEX: M RACE: W HT: 511 WT: 175 HR: BLACK EYE: BROWN
RESIDENTIAL ADDRESS: 7387 WISTERIA AV PARKLAND FL 33076 HOME PHONE:561 997-7008
BUSINESS PHONE: 561 000-0000
OTHER ALAN B ROSE DOB: 10/23/1965
SEX: M RACE: W HT: 509 WT: 170 HR: BROWN EYE: BROWN
RESIDENTIAL ADDRESS: 21145 ORMOND CT BOCA RATON FL 33433 HOME PHONE:561 000-0000
BUSINESS ADDRESS: 505 S. FLAGLER DR., STE. 600, WPB, FL 33401 BUSINESS PHONE:561 355-6991
OTHER TED BERNSTEIN DOB: 08/27/1959
SEX: M RACE: W HT: 0 WT: 0 HR: UNKNOWN EYE: UNKNOWN
RESIDENTIAL ADDRESS: 800 BERKELEY ST BOCA RATON FL 33486 HOME PHONE:561 213-2322
BUSINESS PHONE: 561 988-8984
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ON 01/21/13 AT 1:45 PM I MET WITH ROBERT SPALLINA AND HIS ATTORNEY DAVID ROTH. SGT. DAVID GROOVER WAS ALSO PRESENT DURING THE INTERVIEW. WE MET AT

printed by Employee Id #: 5264 on February 11, 2014 02:26:57PM

THE PALM BEACH COUNTY SHERIFF'S OFFICE, DISTRICT 1 CONFERENCE ROOM, WHICH IS LOCATED AT 3228 GUN CLUB ROAD, WEST PALM BEACH, FL. ROBERT SPALLINA STATED THAT HE AND HIS PARTNER, DONALD TESCHNER, MET SIMON AND SHIRLEY BERNSTEIN IN 2007. HE SAID THAT IN 2008 THE BERNSTEIN'S CAME TO THE TESCHNER AND SPALLINA FIRM. HE SAID THAT THEY (THE ATTORNEY'S OFFICE) CREATED WILLS AND TRUSTS FOR BOTH SIMON AND SHIRLEY IN 2008, AMONG OTHER PLANNING. SPALLINA TOLD US THAT SIMON HAD BEEN IN THE INSURANCE BUSINESS FOR 40 YEARS.

HE SAID THAT THE SUBJECT OF THE FIRST MEETINGS WAS THE SALE OF THE INSURANCE BUSINESS DOWN THE ROAD, AS WELL AS MOVING AROUND SOME STOCKS. SPALLINA STATED THE CONVERSATIONS WITH SIMON AND THE THOUGHT PROCESS WAS THAT ONCE SIMON SOLD THE INSURANCE BUSINESS HE OWNED, ALL THE FAMILY WOULD BENEFIT FROM IT (FINANCIALLY). HE SAID THE BUSINESS WAS NEVER SOLD, BUT A LOT OF PLANNING AND PREPARATION WAS DONE FOR IT, TO INCLUDE SETTING UP A FLORIDA LIMITED PARTNERSHIP AND A DELAWARE ASSET PROTECTION TRUST. SPALLINA STATED THAT SIMON WAS ALWAYS CONCERNED WITH CREDITOR PROTECTION. HE SAID THAT IS QUITE COMMON IN THE INSURANCE BUSINESS WORLD.

SPALLINA REITERATED THAT IN 2008, THE LAW FIRM DID THE DOCUMENTS FOR THE WILLS AND TRUSTS. HE STATED THEY (SIMON & SHIRLEY) HAVE FIVE CHILDREN AND 10 GRANDCHILDREN, AS WELL AS A STEP-GRANDCHILD.

SPALLINA SAID THAT THE ESTATE PLAN WAS SIMILAR TO MOST OTHERS, IT SAID SHOULD ONE SPOUSE DIE FIRST, THE OTHER WILL RECEIVE EVERYTHING (ALL ASSETS). HE SAID THAT UNDER BOTH TRUSTS, THE INITIAL DOCUMENTS READ THAT UPON THE SECOND DEATH, TWO CHILDREN (TED AND PAM) WHERE EXCLUDED. HE TOLD US THIS TOOK PLACE SINCE BOTH TED AND PAM WERE SET UP WITH LIFE INSURANCE BUSINESSES AND THEY WANTED TO MAKE THE REMAINING CHILDREN (ELIOT, LISA, AND JILL) AS WHOLE AS THEY COULD. NOTE: TED WAS WORKING WITH SIMON IN THE INSURANCE BUSINESS DOWN HERE IN FLORIDA AND PAM RECEIVED A COMPANY IN ILLINOIS.

SPALLINA REITERATED THAT UPON THE DEATH OF THE SECOND SURVIVOR, EVERYTHING FROM BOTH TRUSTS GOES TO JILL, LISA, AND ELIOT ADDING THAT SHIRLEY HAD ONE OTHER STIPULATION IN HER TRUST, WHICH STATED THAT TED'S STEPSON, (MATTHEW LOGAN) RECEIVED $200,000. HE TOLD ME THAT SHIRLEY HAD A LIKING TO MATTHEW SO SHE ADDED THAT TO HER TRUST, BUT THAT SIMON DID NOT BELIEVE IN THAT. THAT HE FELT EVERYTHING SHOULD GO TO BLOOD (A BIOLOGICAL CHILD). SPALLINA SAID THAT LATER ON IN 2008, SHIRLEY STATED SHE WANTED TO CHANGE HER TRUST DOCUMENTS IN REFERENCE TO THE MONEY LEFT TO MATTHEW LOGAN. HE STATED THAT AN AMENDMENT WAS CREATED, WHICH WAS SIGNED BY SHIRLEY ON NOV. 18, 2008 TAKING LOGAN OUT OF THE TRUST.

SPALLINA STATED THAT HE FELT THAT SIMON'S WISHES OVERRODE SHIRLEY'S IN THIS SITUATION. SPALLINA SAID THAT HE AND KIMBERLY MORAN (HIS EMPLOYEE & A NOTARY) WENT TO SHIRLEY'S HOME FOR THE DOCUMENT TO BE SIGNED. HE SAID THAT RACHEL WALKER, SHIRLEY'S ASSISTANT, WAS PRESENT WHEN THE DOCUMENT WAS SIGNED.

SHE AND SPALLINA ARE ON THE DOCUMENT AS WITNESSES, MORAN IS THE NOTARY FOR SHIRLEY'S SIGNATURE. HE TOLD ME THAT WAS THE LAST CHANGE SHIRLEY EVER MADE TO HER DOCUMENTS AND THAT SHE PASSED ON DECEMBER 2010. SIMON WAS STILL ALIVE AND THE TRUST READ THAT EVERYTHING WENT TO HIS BENEFIT. SPALLINA REITERATED THAT HER DOCUMENTS READ THAT UPON SIMON'S DEATH, EVERYTHING (HER ASSETS) WENT TO JILL, LISA, AND ELIOT.

SPALLINA STATED THAT IN 2012, SIMON CONTACTED HIM STATING THAT HE WAS HAVING CONCERNS ABOUT HOW HE HAD ELIMINATED TED AND PAM FROM HIS TRUST. HE STATED THAT IT IS POSSIBLE THAT THESE THOUGHTS CAME ON BECAUSE PAM STARTED SENDING HIM LETTERS. HE SAID THAT SHE (PAM) HAD A LAWYER CONTACT HIS OFFICE AND ASK FOR COPIES OF SHIRLEY'S TRUST DOCUMENTS. SPALLINA SAID THAT HE MET WITH SIMON, WHO SAID THAT HE WAS CONSIDERING CHANGING HIS DOCUMENTS. HE SAID THAT ONE OF THE CHANGES DISCUSSED WAS HOW TO INCLUDE TED AND PAM'S CHILDREN.

SPALLINA STATED THAT SIMON HAD A LIFE INSURANCE POLICY WITH THE BENEFIT OF $1,600,000. HE SAID THAT THE POLICY READ THAT IF SIMON PASSED BEFORE SHIRLEY SHE RECEIVED THE BENEFIT, BUT IF SHIRLEY PASSED BEFORE HIM, THE FIVE CHILDREN RECEIVED THE BENEFITS ONCE HE PASSED. THIS POLICY ORIGINATED OUT OF ILLINOIS. SPALLINA ADDED THAT THIS POLICY AND ITS DISTRIBUTION OF FUNDS ARE CURRENTLY IN A FEDERAL COURT BATTLE.

SPALLINA STATED THAT A DISCUSSION TOOK PLACE WITH HIM AND SIMON IN 2012; REFERENCE THE FACT THAT SIMON HAD ISSUES ON HOW AND WITH WHOM FUNDS WERE GOING TO BE DISTRIBUTED TO UPON HIS DEATH. HE TOLD ME SIMON WAS HAVING RESERVATIONS ABOUT TED AND PAM NOT BEING IN HIS TRUST, AS WELL AS THAT FACT THAT HE THEN HAD A GIRLFRIEND BY THE NAME OF MARITZ PUCCIO THAT HE WANTED TO PROVIDE FOR. HE ADDED THAT NO ONE IN THE FAMILY WAS HAPPY THAT PUCCIO WAS IN SIMON'S LIFE. HE ALSO TOLD ME THAT SIMON WANTED HIS GRANDCHILDREN TO RECEIVE BENEFITS FROM THE TRUST.

SPALLINA SAID THAT SIMON FIRST SUGGESTED MAKING BENEFICIARY CHANGES ON THE AFOREMENTIONED LIFE INSURANCE POLICY. SPALLINA SAID THAT HE TOLD SIMON THAT WAS A VERY BAD IDEA. HE TOLD ME THAT THERE WAS SOMETHING CALLED AN EXERCISE OF POWER OF APPOINTMENT, PUT IN BOTH SIMON AND SHIRLEY'S TRUST DOCUMENTS. HE SAID THIS GAVE THE LIVING SPOUSE THE ABILITY TO MAKE CHANGES ON THE DECEASED SPOUSE'S DOCUMENTS. HE SAID THAT HE TOLD SIMON, THAT MAYBE THEY SHOULD EXPLORE OPTIONS WITH THAT. HE SAID SIMON TOLD HIM THAT HE WANTED TO MAKE THE NECESSARY CHANGES TO HAVE BOTH TRUSTS READ THAT THE 10 GRANDCHILDREN WERE THE BENEFICIARIES. HE TOLD ME THAT HE TOLD SIMON (SI AS HE CALLS HIM) THAT HE COULD NOT MAKE THOSE CHANGES TO SHIRLEY'S TRUST BECAUSE SHE HAD WROTE TED AND PAM AND THEIR CHILDREN AS PREDECEASED IN HER TRUST.

SPALLINA REITERATED THAT SIMON CAN DO WHATEVER HE WANTS WITH HIS ESTATE, BUT ALL HE CAN DO WITH SHIRLEY'S TRUST IS GIVE IT TO LISA, JILL, AND ELIOT'S CHILDREN. HE SAID THAT SIMON WAS NOT HAPPY ABOUT THIS. HE SAID THAT SIMON

WAS VERY ADAMANT ABOUT LEAVING EVERYTHING IN THE ESTATES TO THE GRANDCHILDREN. HE ALSO SAID THAT HE ADVISED SIMON TO NOT MAKE CHANGES TO THE LIFE INSURANCE POLICY OR THE ESTATES, MAKING PUCCIO A BENEFICIARY. HE STATED THAT THIS WILL ONLY CAUSE PROBLEMS AND CREATE LITIGATION. SPALLINA SAID THE AFOREMENTIONED DISCUSSION AND MEETING TOOK PLACE IN FEBRUARY 2012. HE SAID THE MEETING CONCLUDED WITH SIMON SAYING HE NEEDED TO THINK ABOUT THINGS.

HE TOLD ME THAT THREE MONTHS LATER, SIMON CONTACTED HIM STATING HE KNEW WHAT HE WANTED TO DO. HE SAID THAT SIMON TOLD HIM HE WANTED TO LEAVE HIS INSURANCE POLICY ALONE, BUT THAT HE WANTS BOTH TRUSTS TO GO TO HIS 10 GRANDCHILDREN. SPALLINA SAID THAT HE EXPLAINED TO HIM AGAIN, THAT ONLY HIS TRUST, NOT SHIRLEY'S CAN GO TO BOTH GRANDCHILDREN, UNLESS HE TAKES ALL OF THE ASSETS OUT OF THE SHIRLEY TRUST AND PUTS THEM INTO HIS NAME. HE SAID THE COST OF TAKING THE ASSETS OUT OF SHIRLEY'S TRUST WOULD HAVE BEEN SIGNIFICANT, BECAUSE SHIRLEY'S DEATH OCCURRED BEFORE FEDERAL ESTATE TAX CHANGES TOOK PLACE, SO AS LONG AS IT STAYED IN HER ESTATE IT WOULD BE FREE OF TAX, BUT SHOULD IT GO TO SIMON'S TRUST IT WILL BE TAXED.

THERE WAS ALSO AN ISSUE OF SUBJECTING THE ASSETS FROM SHIRLEY'S ESTATE TO CREDITORS IF IT WENT TO SIMON'S ESTATE. SPALLINA TOLD ME THAT AT THIS TIME, SIMON SAID "GET MY CHILDREN ON THE PHONE". HE SAID THAT SIMON TOLD HIM THAT HE WANTED HIS CHILDREN TO AGREE THAT ALL ASSETS FROM BOTH TRUSTS GO TO THE 10 GRANDCHILDREN. HE SAID THAT SIMON TOLD HIM HE (SIMON) COULD GET THEM TO AGREE. SPALLINA CONFIRMED THAT THIS CONVERSATION OCCURRED ON THE SAME DATE, DURING THE SAME PHONE CALL (CONFERENCE CALL), REGARDING THE WAIVER OF ACCOUNTING FORM FOR SHIRLEY'S ESTATE IN PBSO CASE #13-097087.

FROM A PREVIOUS INVESTIGATION DONE BY ME, I FOUND THAT SIMON SIGNED THE WAIVER OF ACCOUNTING ON 04/09/12, SO IT IS POSSIBLE THAT THE PHONE CALL OCCURRED ON THAT DATE. I HAD ALSO NOTED IN MY REPORT THAT THERE WAS SOME DISCUSSION OF INHERITANCE AND WHO WAS TO GET WHAT. SPALLINA SAID THAT DURING THE PHONE CALL, ALL FIVE KIDS AGREED THAT CHANGING THE INHERITANCE OF BOTH ESTATES TO THE GRANDCHILDREN WAS A GREAT IDEA. HE SAID THAT ELIOT SPOKE THE MOST, STATING THINGS SUCH AS, GREAT IDEA DAD, WHATEVER YOU WANT TO DO, WHATEVER MAKES YOU FEEL BEST, WHATEVER IS BEST FOR YOUR HEALTH DAD.

SO, AFTER THE AFOREMENTIONED PHONE CALL, NEW DOCUMENTS WERE DRAWN UP FOR SIMON'S ESTATE. THESE NEW DOCUMENTS GAVE EVERYTHING TO ALL 10 GRANDKIDS. HE ALSO EXERCISED HIS POWER OF SHIRLEY'S ESTATE, LEAVING EVERYTHING TO ALL 10 GRANDKIDS, EVEN THOUGH LEGALLY HE COULD NOT INCLUDE TED AND PAM'S KIDS BECAUSE OF THE PREDECEASED LIMITATION. HE SAID THESE DOCUMENTS WERE EXECUTED AT THE END OF JULY 2012. HE SAID SEVEN WEEKS LATER SIMON DIES, UNEXPECTEDLY. I FOUND THAT SIMON PASSED ON SEPTEMBER 13, 2012 OF A HEART ATTACK.

SPALLINA SAID APPROXIMATELY TWO MONTHS AFTER THAT, HIS OFFICE RECEIVED A REQUEST FROM ELIOT'S ATTORNEY, CHRISTINE YATES, FOR ALL DOCUMENTS RELATING TO

SIMON AND SHIRLEY BERNSTEIN, TO INCLUDE DOCUMENTS RELATING TO BERNSTEIN FAMILY REALITY, WHICH OWNS A HOME THAT ELIOT AND HIS FAMILY LIVE IN. HE SAID THAT HIS HOME IS ACTUALLY OWNED AND IS FUNDED BY THREE TRUSTS THAT SIMON CREATED. THE THREE TRUSTS ARE IN THE NAME OF ELIOT'S THREE CHILDREN, (JACK, JAKE, AND DAN).

SPALLINA TOLD ME THAT HE AND HIS PARTNER HAD DISCUSSIONS REFERENCE TO FULFILLING SIMON'S WISHES OF ALL 10 GRANDCHILDREN RECEIVING THE BENEFITS FROM BOTH SIMON AND SHIRLEY'S TRUSTS. HE SAID THAT HE AND HIS PARTNER, DONALD TESCHNER, DISCUSSED DOING A SCRIVENER'S AFFIDAVIT REFERENCE REINSTATING TED AND PAM'S CHILDREN INTO SHIRLEY'S TRUST, SINCE THEIR NOTES WERE UNCLEAR TO AS IF THE GRANDCHILDREN WERE OR WERE NOT DEEMED PREDECEASED, AS TED AND PAM WERE. HE TOLD ME THAT THE DECISION WAS MADE TO NOT DO THE SCRIVENER'S AFFIDAVIT, DUE TO THE CHANCE THAT IT MAY NOT WORK. HE SAID THOUGH, THAT AGAINST HIS BETTER JUDGMENT HE ALTERED THE FIRST PAGE OF THE FIRST AMENDMENT TO THE SHIRLEY BERNSTEIN TRUST AGREEMENT, BEFORE HE TURNED IT OVER TO YATES. THE ORIGINAL WAS MENTIONED EARLIER ON IN THIS REPORT AND STATES THAT SHIRLEY SIGNED IT ON NOVEMBER 18, 2008. IT TOOK MATTHEW LOGAN OUT OF THE TRUST.

SPALLINA SAID THAT THEY NOTICED THAT THE FIRST PAGE OF THE DOCUMENT SKIPPED FROM ONE TO THREE, SO HE TOOK IT UPON HIMSELF TO ADD IN NUMBER TWO, BEFORE SENDING IT TO YATES. THE CHANGE THAT NUMBER TWO MADE TO THE TRUST, AMENDED PARAGRAPH E OF ARTICLE III, MAKING IT READ THAT ONLY TED AND PAM WERE CONSIDERED PREDECEASED, NOT THEIR CHILDREN. HE SAID THE ORIGINAL TRUST STATES THAT TED, PAM, AND THEIR CHILDREN ARE DEEMED PREDECEASED. SPALLINA SAID HE DID THIS AT THIS OFFICE IN BOCA RATON, FLORIDA. HE SAID THAT NO ONE ELSE TOOK PART IN ALTERING THE DOCUMENT. HE SAID THAT HE DID IT TO MAKE SIMON'S WISHES AND THE VERBAL AGREEMENT FROM THE APRIL 2012 PHONE CONVERSATION COME TRUE. SPALLINA STATED THAT ALTHOUGH HE CREATED THE ALTERED FORM AND ATTACHED IT TO THE ORIGINALLY SIGNED/NOTARIZED FORM, HE RECEIVED NO INCOME OR GAIN FROM IT. HE STATED HE SOLELY DID IT TO FULFILL SIMON'S WISHES. HE CONFIRMED THAT THIS ALTERED DOCUMENT DID NOT GET FILED WITH THE COURTS.

SPALLINA STATED THAT AGAINST HIS ADVICE, A DISTRIBUTION WAS MADE FROM ONE OF THE TRUSTS AFTER SIMON'S DEATH. HE STATED THAT HE ADVISED AGAINST THIS AND WHEN SIMON PASSED, A FORMER PARTNER FILED A CLAIM AGAINST THE ESTATE FOR $2,500,000.

SPALLINA ALSO TOLD ME THAT IN 2006, ALL OF THE GRANDCHILDREN RECEIVED TRUSTS FROM SHIRLEY AND SIMON. HE STATED THAT YATES WAS ACTUALLY THE ATTORNEY FOR ELIOT'S CHILDREN'S TRUSTS. SPALLINA STATED THAT SIMON WANTED ELIOT'S KIDS TO HAVE A HOME, BUT DID NOT WANT THE HOME IN ELIOT'S NAME.

SPALLINA ALSO TOLD ME THAT IN 2009 SIMON CAME TO HIM AND SAID HE IS BUYING A HOUSE FOR ELIOT AND HIS FAMILY TO LIVE IN, BUT HE DOES NOT WANT ELIOT TO OWN THE HOME. HE SAID THAT SIMON TOLD HIM THAT HE WANTED ELIOT'S

CHILDREN'S THREE TRUSTS TO OWN THE HOME. HE THEN SET UP A LIMITED LIABILITY COMPANY, WHICH IS BERNSTEIN FAMILY REALTY. HE SAID THAT SIMON SET UP AN ACCOUNT AT LEGACY BANK. HE SAID THAT SIMON FUNDED THE ACCOUNT, TO PAY FOR THE EXPENSES AT THE HOUSE. RACHEL WALKER WAS IN CHARGE OF PAYING THOSE EXPENSES. HE SAID THAT AT SIMON'S DEATH THE ACCOUNT HAD VERY LITTLE MONEY IN IT. HE SAID THIS WAS THE TYPE OF ACCOUNT THAT ONLY ENOUGH MONEY WENT INTO IT EACH MONTH TO COVER THE NECESSARY EXPENSES FOR THE HOME, SUCH AS POWER, WATER, AND MORTGAGE.

SPALLINA STATED THAT PRIOR TO SIMON'S DEATH, HE WAS THE MANAGER OF BFR, BUT AFTER HIS DEATH IT WAS TRANSFERRED TO OPPENHEIMER TRUST COMPANY, BECAUSE NO ONE IN THE FAMILY WANTED TO MANAGE IT. HE STATED THIS WAS BECAUSE NO ONE WANTED TO DEAL WITH ELIOT. HE SAID OTC BECAME THE TRUSTEE AND THE LEGACY BANK ACCOUNT GOT CLOSED OUT SINCE THE ACCOUNT HAD MINIMAL FUNDS IN IT AND SIMON WAS NO LONGER ALIVE TO FUND IT. HE STATED THAT OTC OPENED UP THEIR OWN BFR TRUST ACCOUNT. HE SAID THAT WHEN THIS OCCURRED, THERE WAS APPROXIMATELY $80,000 IN EACH OF ELIOT'S CHILDREN'S TRUSTS. HE SAID THAT ELIOT STARTED CALLING UP OTC ASKING FOR THEM TO PAY BILLS.

SPALLINA SAID THE PROBLEM IS THAT SINCE NEITHER ELIOT NOR HIS WIFE WERE WORKING, THEY WERE ALSO ASKING FOR THEIR CREDIT CARD BILLS TO BE PAID, ALONG WITH THE NORMAL LIVING EXPENSES. HE STATED THAT THE CREDIT CARD BILLS SHOWED CHARGES TO HIGH END RESTAURANTS, SUCH AS CAPITAL GRILL. SPALLINA SAID THAT DUE TO THE EXPENSES BEING PAID BY THE THREE CHILDREN'S TRUST, TO INCLUDE PRIVATE SCHOOL, THE TRUSTS WERE DRAINED BY AUGUST 2013.

SPALLINA STATED THAT TED BERNSTEIN IS THE TRUSTEE FOR SHIRLEY'S TRUST. HE SAID THAT SHIRLEY HAD A CONDO THAT WAS SOLD FOR $1,400,000 AND THAT MONEY WENT INTO THE TRUST. HE SAID THAT TED DISCUSSED WITH HIS SIBLINGS, POSSIBLY EXCLUDING ELIOT, THAT THERE WAS CONCERN ABOUT A CREDITOR GETTING SOME OF THE MONEY. HE SAID THAT TED MADE A DISTRIBUTION TO SEVEN OF THE 10 GRANDCHILDREN'S TRUSTS. FOUR OF WHICH INCLUDE TED'S THREE CHILDREN AND PAM'S CHILD. SPALLINA SAID THAT TED ONLY FUNDED SEVEN OF THE GRANDCHILDREN, BECAUSE ELIOT REFUSED TO OPEN ACCOUNTS FOR HIS THREE KIDS SO THAT TED COULD FUND THEM. HE SAID THAT IN SEPTEMBER OF 2013, $80,000 WAS DISTRIBUTED TO EACH OF THE SEVEN TRUSTS, WHICH IS A TOTAL OF $560,000. SPALLINA REITERATED THAT TED WAS TOLD TO NOT MAKE DISTRIBUTIONS.

SPALLINA WAS ASKED AND CONFIRMED THAT THE ALTERED DOCUMENT REFERENCE SHIRLEY'S TRUST, IS THE ONLY MISTAKE THAT HE MADE. HE IS NOT AWARE OF ANY OTHER MISTAKES.

I WAS SUPPLIED A COPY OF THE ALTERED DOCUMENT BY SPALLINA ON 01/22/14.

THIS NARRATIVE IS NOT A VERBATIM ACCOUNT OF THE INTERVIEW WITH SPALLINA. FURTHER INVESTIGATION WILL CONSIST OF MEETING WITH SIMON AND SHIRLEY'S CHILDREN, IN ATTEMPT TO GAIN STATEMENTS FROM THEM.

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DETECTIVE RYAN W. MILLER #7704
01/24/14 @ 1153 HRS.
TRANS. VIA EMAIL/COPY/PASTE: 01/29/2014/MDR/#6405

printed by Employee Id #: 5264 on February 11, 2014 02:26:57PM

PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 1
CASE NO. 14029489 SUPPLEMENT 1 OFFENSE REPORT CASE NO. 14029489
DISPOSITION: ZULU
DIVISION: DETECTIVE

911:
ECONOMIC CRIMES * * *
SIGNAL CODE: 14 CRIME CODE: NON CRIME CODE: OT CODE: 9546 01/29/14 THURSDAY
ZONE: BR GRID: DEPUTY I.D.: 7704 NAME: MILLER ASSIST: TIME D 1020 A 1020 C 1021
OCCURRED BETWEEN DATE: 12/01/12 , 0000 HOURS AND DATE: 01/31/13 , 0000 HOURS
EXCEPTION TYPE:
INCIDENT LOCATION: 4855 TECHNOLOGY WY APT. NO.: 700
CITY: BOCA RATON STATE: FL ZIP: 33431

NO. OFFENSES: 00 NO. OFFENDERS: UK NO. VEHICLES STOLEN: 0 NO. PREMISES ENTERED: 0
LOCATION: OTHER
NO. VICTIMS: 00 NO. ARRESTED: 0 FORCED ENTRY: 0

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ON JAN. 28, 2014 I MET WITH TED BERNSTEIN WHO WAS ACCOMPANIED BY ATTORNEY ALAN ROSE. ROSE IS A CIVIL ATTORNEY, SPECIALIZING IN PROBATE AND BUSINESS LITIGATION. THIS INTERVIEW TOOK PLACE AT THE PALM BEACH COUNTY SHERIFF'S OFFICE, SPECIAL INVESTIGATIONS DIVISION'S CONFERENCE ROOM, LOCATED AT 3228 GUN CLUB ROAD, WEST PALM BEACH, FLORIDA 33406 AT 11:46 A.M. THE FOLLOWING IS A NON-VERBATIM ACCOUNT OF THE INTERVIEW:

TED STATED THAT HE AND HIS FATHER SIMON HAD AN OFFICE TOGETHER. HE TOLD ME THAT IN 2007 HE HAD NOTICED THAT TESCHER AND SPALLINA STARTED FREQUENTING THE OFFICE AND THEY CONTINUED TO VISIT THE OFFICE QUITE OFTEN INTO 2008. HE SAID THAT HE THEN REALIZED THAT HIS PARENTS WERE CONDUCTING THEIR ESTATE PLANNING. HE SAID THAT HE WAS NOT ASKED TO BE PART OF THE PLANNING, NOR DID HE INQUIRE ABOUT IT. TED TOLD ME THAT HE IS THE ELDEST CHILD OF FIVE, TO INCLUDE JILL, LISA, PAM, AND ELIOT. THE OFFICE FOR THE INSURANCE AGENCY THAT TED AND SIMON WORKED TOGETHER AT IS LOCATED AT 950 PENINSULA CORPORATE CIRCLE, BOCA RATON, FL 33487.

TED STATED THAT HE FOUND OUT UPON HIS FATHER'S DEATH, THAT HE WAS THE TRUSTEE FOR HIS MOTHER'S TRUST. HE TOLD ME THAT THE ATTORNEY'S (TESCHER AND SPALLINA) MADE HIM AWARE OF THIS. HE SAID HE WAS ALSO INFORMED HE WAS A CO-TRUSTEE FOR SOME OTHER ACCOUNT. HE TOLD ME THAT HE IS NOT GOING TO INHERIT AN INSURANCE AGENCY, BUT THAT HE AND HIS FATHER WERE PARTNERS. HE STATED THAT HE OWNS STOCK IN THE AGENCY WITH NO OPTION FOR HIM TO INHERIT OR PURCHASE HIS FATHER'S INTEREST IN THE COMPANY. HE COMMENTED ON THE FACT THAT THE BUSINESS MAKES LITTLE INCOME THESE DAYS.

TED STATED THAT IN THE FIRST PART OF 2012, HIS FATHER (SIMON) HAD A

DISCUSSION WITH HIM, REFERENCE AN ISSUE THAT PAM RAISED WITH SIMON ABOUT HOW THE DOCUMENTS FOR THE TRUSTS WERE DRAWN UP. HE TOLD ME THAT HE BELIEVED PAM HAD SENT SIMON SOME INFORMATION OR A BOOK RELEVANT TO HER VIEW ON HOW YOU DO ESTATE PLANNING WHEN CHILDREN AND GRANDCHILDREN ARE INVOLVED. HE SAID THAT HIS FATHER DID ASK HIM HIS OPINION ON THINGS AND TED TOLD HIM THAT HE DID FEEL THAT THE GRANDCHILDREN MAY NOT UNDERSTAND IT IF THEY DID NOT RECEIVE AN INHERITANCE. HE STATED THAT HIS FATHER TOLD HIM THAT HE MADE A REALLY GOOD POINT AND SOMETHING TO CONSIDER. TED SAID THAT SOON AFTER THAT CONVERSATION HIS FATHER ANNOUNCED THAT HE WANTED TO TALK WITH HIS CHILDREN ABOUT THE DISTRIBUTION OF HIS AND SHIRLEY'S ASSETS UPON HIS DEATH. HE TOLD ME THAT A CONFERENCE CALL MEETING TOOK PLACE INCLUDING HIS (SIMON'S) FIVE CHILDREN, SIMON, AND SPALLINA. HE SAID THAT THE CONVERSATION WENT REALLY WELL AND SIMON GOT TO PROVIDE HIS WISHES VERY CLEARLY.

HE STATED THAT SPALLINA EXPLAINED THE PROCESS LEGALLY, BUT HIS FATHER MADE A STATEMENT AND ASKED EACH CHILD DIRECTLY, HOW THEY FELT ABOUT IT. TED SAID THAT IT WAS TOLD TO HIM AND HIS SIBLINGS THAT SIMON WAS LEAVING ALL OF HIS WEALTH TO HIS 10 GRANDCHILDREN EQUALLY. HE SAID THAT SIMON TOLD THEM THAT THEY (THE CHILDREN) WERE EACH GETTING 1/5 OF A LIFE INSURANCE POLICY. TED SAID THAT IT WAS OBVIOUS THAT HIS FATHER WAS NOT ASKING FOR PERMISSION, BUT STATING CLEARLY WHAT HE THOUGHT WAS RIGHT. TED SAID THAT EACH CHILD STATED THEY FELT OK ABOUT THE DECISION AND THAT IT WAS HIS WEALTH TO MAKE DECISIONS WITH. TED STATED THAT HE BELIEVES THIS WAS THE SAME PHONE CALL WHERE HE WAS TOLD BY SPALLINA HE, AS WELL AS SIBLINGS, WOULD BE RECEIVING FORMS THEY NEEDED TO SIGN AND RETURN. HE STATED THAT SOON AFTER THIS CALL HE RECEIVED THE WAIVER OF ACCOUNTING FORM FOR HIS MOTHER'S ESTATE. THIS IS THE DOCUMENT DISCUSSED IN PBSO CASE # 13-097087.

TED STATED THAT HE WAS NOT INVOLVED IN ANY OTHER DISCUSSIONS REFERENCE ESTATES UNTIL HIS FATHER'S PASSING ON SEPTEMBER 13, 2012. HE SAID THAT TESCHER AND SPALLINA TOLD HIM AFTER HIS FATHER'S DEATH THAT HE WAS THE TRUSTEE FOR HIS MOTHER'S ESTATE. HE SAID OVER MANY IN PERSON MEETINGS AND PHONE CALLS HE WAS GIVEN GUIDANCE BY THE ATTORNEYS ON HOW TO PERFORM HIS DUTIES AS A TRUSTEE, BECAUSE THIS WAS ALL NEW TO HIM. HE HAD NEVER BEEN IN THIS ROLE BEFORE. HE STATED HE WAS NOT PROVIDED A CHECKLIST OR BOOK ON HOW TO PERFORM THESE DUTIES. TED SAID THAT HE MADE IT CLEAR TO HIS SIBLINGS THAT HE IS THE TRUSTEE ON SHIRLEY'S TRUST. TED STATED THAT HE WAS TOLD THAT SHIRLEY'S TRUST WAS TO BE DISTRIBUTED AMONGST HER 10 GRANDCHILDREN. TED STATED THAT HE DID NOT READ ALL OF SHIRLEY'S TRUST DOCUMENTS AND THAT SPALLINA AND TESCHER HAD BOTH TOLD HIM SEVERAL TIMES HOW SHIRLEY'S TRUST WAS TO BE DISTRIBUTED.

TED SAID THAT HE DID READ IN THE DOCUMENTS WHERE THE 10 GRANDCHILDREN WERE TO RECEIVE THE ASSETS FROM THE TRUST. HE SAID THAT HE DID ISSUE A PARTIAL DISTRIBUTION TO THE SEVEN OF THE 10 GRANDCHILDREN. HE DID NOT ISSUE

PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 3
CASE NO. 14029459 SUPPLEMENT 1 OFFENSE REPORT CASE NO. 14029489
DISPOSITION: ZULU

DISTRIBUTIONS TO ELIOT'S CHILDREN BECAUSE ELIOT REFUSED TO SET UP ACCOUNTS FOR THE FUNDS TO BE SENT TOO. HE ALSO TOLD ME THAT ELIOT TOLD JUDGE COLIN IN COURT THAT HE DID NOT WANT TO SET UP THE ACCOUNTS FOR HIS CHILDREN TO RECEIVE THE FUNDS, BECAUSE THE FUNDS BELONG TO HIM, NOT HIS CHILDREN. HE STATED THAT ELIOT HAD MENTIONED OTHER REASONS IN E-MAILS FOR NOT TAKING THE MONEY. HE ALSO STATED THAT ELIOT REFERENCED THE MONEY AS CRIME OR BLOOD MONEY.

HE STATED THAT SPALLINA TOLD HIM IT WAS OK TO DISTRIBUTE THE FUNDS. HE STATED THAT TESCHER AND SPALLINA RESPONDED VIA E-MAIL ON HOW TO RECEIVE THE FUNDS, SUCH AS SETTING UP TRUST ACCOUNTS FOR THE FUNDS TO GO INTO. TED TOLD ME THAT THERE WERE CONVERSATIONS, WHERE HE WAS TOLD THAT SIMON'S ASSETS COULD NOT BE DISTRIBUTED DUE TO CREDITORS FILING AGAINST THE ESTATE, BUT HE WAS LEAD TO BELIEVE IT WAS OK TO MAKE A PARTIAL DISTRIBUTION OF FUNDS FROM SHIRLEY'S ESTATE, BUT THAT THEY WOULD NEED TO BE CAREFUL IN REGARDS TO DISTRIBUTING FUNDS THAT WERE OBTAINED THROUGH LIQUIDATING HER JEWELRY AND PERSONAL PROPERTY. TED ALSO COMMENTED THAT ONE OF THE GOALS OF MAKING THE DISTRIBUTIONS WAS TO ASSIST ELIOT AND HIS FAMILY, BECAUSE THEY WERE RUNNING LOW ON FUNDS. HE STATED THIS DERIVED FROM ELIOT'S POTENTIAL MISUSE OF FUNDS THAT WERE IN HIS CHILDREN'S TRUSTS IN RELATION TO BERNSTEIN FAMILY REALITY (ELIOT'S HOME) AND ELIOT'S SPENDING AND EXPENSES.

TED CONFIRMED THAT HE DID NOT MAKE ANY DECISIONS IN RELATION TO SIMON'S INSURANCE POLICY GENERATED OUT OF CHICAGO, ILLINOIS. HE STATED THAT HE UNDERSTOOD THE POLICY TO BE OWNED BY SIMON PERSONALLY. HE STATED HE UNDERSTOOD THE POLICY TO READ AS, SHOULD SHIRLEY PASS BEFORE HIM, THE BENEFITS WOULD GO TO THE FIVE CHILDREN.

TED CONFIRMED THAT HE WAS NOT THE TRUSTEE FOR SIMON'S ESTATE, BUT THAT IT WAS EXPLAINED TO HIM, VERBALLY, THAT ALL 10 GRANDCHILDREN WILL RECEIVE THE ASSETS FROM THAT ESTATE IN AN EQUAL DISTRIBUTION AT SOME POINT IN TIME. WE DID DISCUSS THE POWER OF APPOINTMENT PUT IN THE TRUST DOCUMENTS. IT APPEARED AS IF TED WAS NOT AWARE OF ANYTHING CALLED A POWER OF APPOINTMENT, UNTIL THE LAST FEW WEEKS. THAT WAS WHEN SPALLINA NOTIFIED THE COURTS OF HIS WITHDRAW FROM BEING THE ATTORNEY FOR SIMON AND SHIRLEY'S ESTATES. IT APPEARS IT WAS EXPLAINED TO HIM AT THAT TIME.

TED TOLD ME THAT HE AND HIS FATHER HAD A GOOD BUSINESS AND PERSONAL RELATIONSHIP. HE SAID THAT HE HAS A GOOD RELATIONSHIP WITH ALL OF HIS SIBLINGS, EXCEPT FOR ELIOT. HE SAID THAT HE GOT ALONG WITH HIS MOTHER, PRIOR TO HER PASSING. HE TOLD ME THAT RACHEL WALKER WAS EMPLOYED BY HIS MOTHER AND FATHER. HE SAID THAT HE GOT ALONG WITH WALKER AND THAT SHE HELPED HIS MOTHER, SHIRLEY, PRIOR TO SHIRLEY'S PASSING. TED TOLD ME THAT MARITZA PUCCIO WAS SOMEONE THAT WORKED FOR HIM AND AS WELL AS HIS PARENTS. HE STATED THAT SHE HELPED AROUND THE HOMES, CLEANING AND/OR CARING FOR CHILDREN. HE STATED THAT HE MET HER AROUND 2003 OR 2005. HE SAID THAT HE NO LONGER HAS A RELATIONSHIP

PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 4
CASE NO. 14029489 SUPPLEMENT 1 OFFENSE REPORT CASE NO. 14029489
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WITH HER. HE SAID THAT SIMON DID HAVE AN INTIMATE RELATIONSHIP WITH PUCCIO AFTER SHIRLEY PASSED. HE STATED THAT PUCCIO DID RECEIVE SOME TYPE OF FINANCIAL BENEFIT FROM SIMON, PRIOR TO HIM PASSING. HE SAID THAT PUCCIO WAS LIVING WITH SIMON AND HER BILLS WERE BEING PAID FOR. THIS MAY OR MAY NOT BE THE FINANCIAL BENEFIT; TED DID NOT SEEM TO BE SURE. HE DID STATE THAT IT APPEARED THAT SIMON WAS GENUINELY INVESTED INTO THE RELATIONSHIP HE HAD WITH PUCCIO.

TED SAID THAT HE HAS NOT SPOKEN TO SPALLINA ABOUT HIM WITHDRAWING FROM BEING THE ATTORNEY FOR THE TRUSTS, BUT THAT HE DID SPEAK WITH TESCHER. HE SAID THAT TESCHER TOLD HIM HE HAD BEEN MADE AWARE OF A FABRICATED DOCUMENT THAT WAS POTENTIALLY PROBLEMATIC FOR THE ESTATES. HE SAID THAT TESCHER TOLD HIM THAT SPALLINA CREATED THE FABRICATED DOCUMENT AND IT ESSENTIALLY IMPACTED THE ABILITY FOR SIMON TO DISTRIBUTE FUNDS TO ALL 10 GRANDKIDS. TED SAID THAT TESCHER TOLD HIM THAT HE HAD ONLY RECENTLY BECOME AWARE OF THIS DOCUMENT, APPROXIMATELY THREE WEEKS AGO FROM TODAY (01/29/14).

ATTORNEY ALAN ROSE PROVIDED A STATEMENT, STATING HE WISHED TO CLARIFY SOME THINGS IN REGARDS TO HOW THE ESTATE DOCUMENTS READ IN HIS OPINION. HE STATED THAT SHIRLEY'S ASSETS WENT TO LISA, JILL, AND ELIOT OR THEIR LINEAL DECEDENTS. HE STATED THAT ONCE SHIRLEY PASSED HER ASSETS WENT INTO HER TRUST. HE STATED THAT SIMON WAS THE SOLE BENEFICIARY FOR HIS LIFE. HE STATED THAT SIMON DID HAVE A POWER OF APPOINTMENT THAT HE COULD EXERCISE; REFERENCE SHIRLEY'S TRUST, CHANGING THE BENEFITS TO LISA, JILL, AND ELIOT'S CHILDREN. SIMON COULD CHANGE HIS DOCUMENTS AT ANY TIME UP TO HIS DEATH. ALAN STATED THERE IS QUESTION AS TO WHETHER OR NOT SIMON HAD THE POWER TO DISTRIBUTE THE FUNDS FROM THE TRUST TO SIX GRANDCHILDREN OR 10. THE 10 WOULD INCLUDE THE CHILDREN OF ALL FIVE OF SIMON'S KIDS.

HE STATED THAT SHIRLEY'S ORIGINAL DOCUMENTS STATE THAT TED AND PAM AND THEIR LINEAL DECEDENTS ARE CONSIDERED PREDECEASED. HE STATED THAT WERE OTHER WAYS TO MAKE SIMON'S WISHES COME TRUE FOR THE ESTATES. HE SAID THAT CHANGES COULD HAVE BEEN MADE TO SIMON'S DOCUMENTS TO REFLECT SHIRLEY'S SO THAT EQUAL DISTRIBUTIONS WERE MADE AMONGST THE 10 GRANDCHILDREN. THIS EXPLANATION OF THE DOCUMENTS GENERATED A SIMILAR IF NOT THE SAME CONCLUSION AS THAT OF SPALLINA'S FROM LAST WEEK.

I ALSO COMMUNICATED WITH ELIOT BERNSTEIN SEVERAL TIMES THIS WEEK AND LAST WEEK IN ATTEMPT TO ARRANGE AN INTERVIEW WITH HIM IN PERSON. HE CANCELED THE LAST TWO MEETINGS WE HAD SET. AT THIS TIME HE HAS REFUSED TO SET A NEW MEETING DATE.

THIS CONCLUDES MY SUPPLEMENTAL REPORT.
DETECTIVE RYAN W. MILLER #7704
01/29/14 @ 1425 HRS.
TRANS. VIA EMAIL/COPY/PASTE: 01/29/2014/MDR/#6405

printed by Employee Id #: 5264 on February 11, 2014 02:26:57PM

PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 1
CASE NO. 14029489 SUPPLEMENT 2 OFFENSE REPORT CASE NO. 14029489
DISPOSITION: ZULU
DIVISION: DETECTIVE

911:
ECONOMIC CRIMES * * *
SIGNAL CODE: 14 CRIME CODE: NON CRIME CODE: OT CODE: 9546 01/31/14 THURSDAY
ZONE: BR GRID: DEPUTY I.D.: 7704 NAME: MILLER ASSIST: TIME D 1020 A 1020 C 1021
OCCURRED BETWEEN DATE: 12/01/12 , 0000 HOURS AND DATE: 01/31/13 , 0000 HOURS
EXCEPTION TYPE:
INCIDENT LOCATION: 4855 TECHNOLOGY WY APT. NO.: 700
CITY: BOCA RATON STATE: FL ZIP: 33431

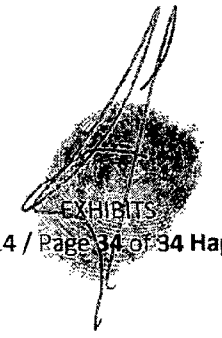
NO. OFFENSES: 00 NO. OFFENDERS: UK NO. VEHICLES STOLEN: 0 NO. PREMISES ENTERED: 0
LOCATION: OTHER
NO. VICTIMS: 00 NO. ARRESTED: 0 FORCED ENTRY: 0

ON 01/29/14 I ATTEMPTED TO MAKE CONTACT WITH LISA FRIEDSTEIN, JILL TANTONT, AND PAMELA SIMON VIA E-MAIL. THEY ARE THE THREE DAUGHTERS OF SIMON AND SHIRLEY BERNSTEIN. I USED THE INFORMATION THAT WAS PROVIDED TO ME BY ELIOT ON 09/10/13. I ATTACHED READ RECEIPTS TO THE E-MAIL. I RECEIVED A READ RECEIPT FROM PAMELA 01/30/14 AT 4:59 AM. ON 01/30/14 I PLACED PHONE CALLS TO JILL AND LISA, USING THE PHONE NUMBERS ELIOT HAD PROVIDED ME. I LEFT MESSAGES ASKING THEM TO CALL ME BACK. ON 01/31/14 I BRIEFLY SPOKE WITH LISA, BUT ASKED THAT SHE CALL BACK SO WE CAN FURTHER DISCUSS THIS CASE. TO DATE, I HAVE NOT RECEIVED A CALL OR E-MAIL FROM PAM OR JILL.

THIS CONCLUDES MY SUPPLEMENTAL REPORT.
DETECTIVE RYAN W. MILLER #7704
01/31/14 @ 1430 HRS.
TRANS. VIA EMAIL/COPY/PASTE: 02/04/2014/MDR/#6405

printed by Employee Id #: 5264 on February 11, 2014 02:26:57PM

EXHIBIT 3 - JANUARY 2012 NOTE FROM PAM TO SIMON WITH NOVEMBER 2011 LETTER FROM PAM'S ATTORNEY



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SUPPORT STAFF
DIANE DUSTIN
KIMBERLY MORAN
SUANN TESCHER

January 14, 2014

VIA U.S. MAIL AND EMAIL

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Eliot Bernstein
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Boca Raton, FL 33434

Lisa S. Friedstein
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Highland Park, IL 60035

Pamela B. Simon
950 North Michigan Ave.
Suite 2603
Chicago, IL 60606

Jill Iantoni
2101 Magnolia Lane
Highland Park, IL 60035

Re: Estates and Trusts of Shirley Bernstein and Simon Bernstein

Dear Ladies and Gentlemen:

It has been brought to my attention that a document was prepared in our office that altered the disposition of the Shirley Bernstein Trust subsequent to Simon Bernstein's death. Information provided to me appears to indicate that there were two versions of the First Amendment to the Shirley Bernstein Trust Agreement, both executed on November 18, 2008. Under one version the children of Pam Simon and Ted Bernstein would not be permissible appointees of Simon Bernstein's exercise of the power of appointment while under the second version that restriction was removed. As you all know, Simon Bernstein's dispositive plan, expressed to all of you during his lifetime on a conference call, was to distribute the Estate to all ten of his grandchildren. That was the basis upon which the administration was moving forward.

Under the Shirley Bernstein Trust, there is a definition of children and lineal descendants. That definition excluded Pam Simon, Ted Bernstein and their respective children from inheriting. The document also contained a special Power of Appointment for Simon wherein he could appoint the assets of the Trust for Shirley's lineal descendants. Based upon the definition of children and lineal descendants, the Power of Appointment could not be exercised in favor of Pam Simon, Ted Bernstein or their respective children, although we believe it was Simon Bernstein's wish to provide equally for all of his grandchildren.

On November 18, 2008, it does appear from the information that I have reviewed that Shirley Bernstein executed a First Amendment to her trust agreement. The document as executed appears to make only one relatively minor modification to her trust disposition by eliminating a specific gift to Ted

Bernstein's stepson. In January of 2013 a First Amendment to the Shirley Bernstein Trust Agreement was provided to Christine Yates, Esq. who, at that time, was representing Eliot Bernstein. The document provided contained a paragraph number 2 which modified the definitional language in Shirley's document so as to permit, by deleting the words "and their respective lineal descendants" from the definition, an exercise of the power of appointment by Simon Bernstein over the Shirley Bernstein Trust to pass equally to all ten grandchildren rather than only six of the grandchildren.

By virtue of The Florida Bar Rules of Professional Conduct, I am duty bound to provide this information to you. Obviously, as a result of the issues and ramifications raised by the allegations, my firm must resign from further representation in all matters relating to the Estates and Trusts of Simon Bernstein and Shirley Bernstein. Furthermore, it is my intent, and I assume also the intent of Robert Spallina, to tender our resignations as personal representatives of the Simon Bernstein Estate and as trustees of the Simon Bernstein Trust. If the majority of the Bernstein family is in agreement, I would propose to exercise the power to designate a successor trustee by appointing Ted Bernstein in that capacity. With regard to the Simon Bernstein Estate, the appointment of the successor would require a court proceeding.

I am obviously upset and distraught over this chain of events and will do all that I reasonably can to correct and minimize any damages to the Bernstein family. As I believe you know, to date there has only been a modest funding of some, but not all, of the continuing trusts for the grandchildren emanating from Shirley's Trust assets.

Very truly yours,

DONALD R. TESCHER

DRT/km
cc: Alan Rose, Esq.

Filing # 10353406 Electronically Filed 02/17/2014 02:50:10 PM

IN THE CIRCUIT COURT OF THE
FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

PROBATE DIV.
CASE NO.: 50 2012 CP 004391 XXXX SB

IN RE: ESTATE OF SIMON L. BERNSTEIN,
Deceased.
_____/

NOTICE OF FILING VERIFIED RESPONSE BY CREDITOR WILLIAM E. STANSBURY

COMES NOW Creditor and Interested Person, William E. Stansbury ("Stansbury"), by and through his undersigned counsel and hereby gives notice of filing the attached "Response in Opposition to Motion for Appointment of Ted Bernstein as Curator and Motion for the Appointment of Eliot Bernstein as Curator or Successor Personal Representative or, in the Alternative, for Appointment of an Independent Third Party as Successor Personal Representative or Curator," bearing Stansbury's signature (which Response was originally filed on February 11, 2014).

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that the above and foregoing has been forwarded via e-mail service at arose@pm-law.com and mchandler@pm-law.com to Alan Rose, Esq., PAGE, MRACHEK, *Attorneys for Defendants, Ted Bernstein, LIC Holdings, Inc, Arbitrage International Management, LLC and the Shirley Bernstein Trust,* 505 So. Flagler Drive, Suite 600, West Palm Beach, FL 33401; and at courtfilings@pankauskilawfirm.com to John Pankauski, Esq., PANKAUSKI LAW FIRM, 120 So. Olive Avenue, Suite 701, West Palm Beach, FL 33401, on this 17 day of February, 2014.

PETER M. FEAMAN, P.A.
3615 W. Boynton Beach Blvd.
Boynton Beach, FL 33436
Tel: 561-734-5552
Fax: 561-734-5554
pfeaman@feamanlaw.com

By: _____
Peter M. Feaman
Florida Bar No.: 0260347

IN THE CIRCUIT COURT OF THE FIFTEENTH
JUDICIAL CIRCUIT OF FLORIDA, IN AND FOR
PALM BEACH COUNTY, FLORIDA

IN RE:

Case No.: 50 2012 CP 004391 SB
JUDGE MARTIN COLIN

ESTATE OF SIMON
BERNSTEIN,
Deceased. Division: IY
_____/

RESPONSE IN OPPOSITION TO MOTION FOR APPOINTMENT OF TED BERNSTEIN AS CURATOR AND MOTION FOR THE APPOINTMENT OF ELIOT BERNSTEIN AS CURATOR OR SUCCESSOR PERSONAL REPRESENTATIVE OR, IN THE ALTERNATIVE, FOR APPOINTMENT OF AN INDEPENDENT THIRD PARTY AS SUCCESSOR PERSONAL REPRESENTATIVE OR CURATOR

COMES NOW Petitioner, William E. Stansbury ("Stansbury"), an unsecured creditor and "Interested Person," pursuant to the §731.201(23) Fla. Stat. (2013), by and through his undersigned counsel, and files this Response in Opposition to Motion for Appointment of Ted Bernstein as Curator and Motion for the Appointment of Eliot Bernstein as Curator or Successor Personal Representative or, in the Alternative, for Appointment of an Independent Third Party as Successor Personal Representative or Curator. In support, Petitioner states as follows:

1. The currently serving Co-Personal Representatives of the Estate, Donald R. Tescher and Robert L. Spallina have petitioned this Court for Resignation and Discharge. In considering the resignation, the Court, under the provisions of Fla. Prob. R. 5.430(d), is required to determine the necessity of appointing a successor fiduciary.

2. In this Estate, the Court is required to appoint a successor fiduciary since both Co-Personal Representatives are resigning. The Court is also empowered to appoint a curator under §733.506, Fla. Stat. (2013) and Fla. Prob. R. 5.122(a) until a new Successor Personal Representative is appointed.

I. Stansbury has standing to bring this Response and Motion

3. When removal of a Personal Representative is at issue, Fla. Prob. R. 5.440 specifically provides that, " ... **any interested person, by petition,** may commence a proceeding to remove a personal representative. ..." (Emphasis added.) By logical extension an "interested person" would also have standing to petition the court for the appointment of a successor fiduciary.

4. The provisions of §731.201(23), Fla. Stat. (2013) define an "interested person" as:

> (23) "Interested person" means any person who may reasonably be expected to be affected by the outcome of the particular proceeding involved..."

5. Stansbury has filed a claim against the Estate of Simon Bernstein (the "Estate") and has sued the Estate in a separate lawsuit styled *William E. Stansbury v. Ted Bernstein, et al,* Case. No. 50 2012 CA 013933 MB AA, Palm Beach County, Florida. A copy of the Statement of Claim is attached as Exhibit "A." A copy of the Amended Complaint which forms the basis of the Statement of Claim is attached hereto as Exhibit "B."

6. Stansbury, as a claimant of the Estate, has an interest in ensuring that the successor fiduciary ultimately appointed will act without bias and in the best interests of the creditors and devisees of the Estate. The Fourth District Court of Appeal has recognized that a claimant to an estate is an "interested person" and has standing in a proceeding to approve the personal representative's final accounting and petition for discharge. *See,* Arzuman v. Estate of Prince Bander BIN Saud Bin, etc., 879 So.2d 675 (Fla. 4th DCA 2004). *See also,* Montgomery v. Cribb, 484 So.2d 73 (Fla. 2d DCA 1986) (Wrongful death claimant was entitled to notice of hearing as an "interested person" under the probate code even though case was dismissed by trial court and disputed settlement was on appeal.) Stansbury is therefore an "interested person" as to

the outcome of this or any subsequent proceeding in which a successor fiduciary or a curator will be appointed, and Stansbury has standing to file and advance this Petition.

II. Ted Bernstein should not be appointed as Curator or Successor Personal Representative

A. Misconduct in the Shirley Bernstein Estate

7. There are serious allegations of fraud and forgery in the Shirley Bernstein Estate where Ted Bernstein is now the Personal Representative. Documents were submitted to the Court bearing notarized signatures of Simon Bernstein, alleged signatures by him, but on a date after he had passed away.

8. This Court was apprised of these allegations in a hearing conducted September 13, 2013 wherein the Court questioned whether the potential parties involved should be read their Miranda Rights. (*See* Transcript of Proceedings, pages 15 and 16, attached as Exhibit "C.")

B. The "lost" Insurance Trust

9. At the time of Simon Bernstein's death, it was determined that there existed a life insurance policy issued by Heritage Mutual Insurance Company ("Heritage") allegedly payable to the Simon Bernstein Irrevocable Insurance Trust as beneficiary (the "Insurance Trust"). According to an SS-4 Application for EIN form submitted to the IRS on June 21, 1995, Shirley Bernstein was represented as Trustee of the Insurance Trust. (*See* SS-4 Application for EIN as Exhibit "D.")

10. Notwithstanding the earlier SS-4 EIN form, on November 1, 2012, Robert Spallina, one of the resigning Co-Personal Representatives, submitted a claim form to Heritage on behalf of the Insurance Trust for the benefit of the grown children of Simon Bernstein. In doing so, Spallina represented that he was the Trustee of the Insurance Trust. (*See* Exhibit "E")

Spallina made this representation despite having informed Heritage by letter shortly thereafter that he was "unable to locate the Simon Bernstein Irrevocable Insurance Trust dated June 1, 1995." (*See* Exhibit "F" attached.) If the Trust instrument cannot be found, the insurance proceeds would be payable to the Simon Bernstein Estate, and as such, would be available to pay creditors of the Estate such as Stansbury.

11. Spallina, with the knowledge of Ted Bernstein, represented that he was "Trustee" of the Insurance Trust in an effort to collect the insurance proceeds on behalf the Insurance Trust and for the benefit of the grown children of Simon Bernstein, so as to circumvent the Simon Bernstein Estate.

12. Heritage refused to pay the life insurance proceeds to anyone without a court order. The Insurance Trust then sued Heritage in the Circuit Court of Cook County, Illinois (the case has since been removed to Federal Court). In paragraph 2 of the Complaint, the Plaintiff, the Insurance Trust, although apparently still "lost," alleges that Ted Bernstein is the "trustee" of the Insurance Trust. Yet, there exists no trust document establishing the continued existence of the Insurance Trust, let alone that Ted is the Trustee. As a result, Ted's representation, like that of Spallina, appears plainly false.

C. Ted Bernstein has a Conflict of Interest ---

13. Ted Bernstein, as well as his siblings (other than Eliot) - Lisa Sue Friedstein, Pamela Beth Simon, and Jill Iantoni - have a conflict of interest precluding them from faithfully executing the duties of fiduciary on behalf of the Estate.

14. One of the considerations for removal of a Personal Representative as set forth in §733.504(9) (2013) is, **"(9) Holding or acquiring conflicting or adverse interests against the estate that will or may interfere with the administration of the estate as a whole."**

15. A trail of e-mails indicates that Ted Berstein, Lisa Sue Friedstein, Pamela Beth Simon and Jill Iantoni were advocating and scheming to keep the proceeds from the Heritage life insurance policy, as described above in paragraphs 9 thru 12 from being paid to the Estate. The stated purpose of this scheme was to avoid making the life insurance proceeds available to pay creditors of the Estate such as Stansbury. (*See,* selected e-mail messages, attached hereto as Composite Exhibit "G".) The residuary beneficiaries of the Will, that is, the grandchildren of Simon Bernstein, would also be prejudiced by such a determination.

16. Section 733.602(1), Fla. Stat. (2013), expressly provides that ". . . A personal representative shall use the authority conferred by this code, the authority in the will, if any, and the authority of any order of the court, **for the best interests of interested persons, including creditors."** (Emphasis added.)

17. While the ultimate outcome of the adjudication of the issues surrounding the Heritage life insurance proceeds is uncertain, what is clear is that each of the children of Simon Bernstein, other than Eliot Bernstein, have advocated, and continue to advocate a position that is contrary to the best interests of the Estate, its creditors and beneficiaries. These two conflicting and contrary positions between the interests of the children of Simon Bernstein (other than Eliot) and the duty of the successor fiduciary to act in the best interests of the Estate, including the creditors and beneficiaries, render Ted Bernstein, Lisa Sue Friedstein, Pamela Beth Simon and Jill Iantoni unqualified to serve as successor fiduciaries. *See* Estate of Bell v. Johnson, 573 So.2d 57 (Fla. 1st DCA, 1990) (conflict between personal representative, in that capacity, and as power of attorney, necessitated removal as personal representative).

D. The "Schiller" Lawsuit

18. Further, Ted Bernstein is a Defendant in yet another lawsuit filed in this Circuit Court. *See,* Schiller v. Life Insurance Concepts, et al, Case No. 502013CA007442 AD, wherein Ted Bernstein and others are accused of negligence and other business torts in connection with their business dealings.

E. Curator and Successor Personal Representative

19. Stansbury nominates Eliot Bernstein ("Eliot"), a son of the Decedent, to serve as successor Personal Representative. Eliot is qualified under §733.302, Fla. Stat. (2013) as he is *sui juris* and was a resident of Florida at the time of his father's death on September 13, 2012. Additionally, he is entitled to "preferential" consideration under §733.301(1)(a)(3) in that he is a devisee under Simon Bernstein's Will dated July 25, 2012 that has been admitted to probate.

20. In addition to his technical qualifications to serve as Personal Representative under the Florida Probate Code, Eliot also deserves significant consideration since he has been the only child of Simon and Shirley Bernstein to bring to the Court's attention the potential fraud and forgery issues that exist in connection with the closing of the Estate of Shirley Bernstein, as more fully set forth in paragraphs 7 and 8 above.

21. Stansbury acknowledges that Eliot's siblings, Theodore "Ted" Bernstein, Lisa Sue Friedstein, Pamela Beth Simon, and Jill Iantoni are also technically qualified to serve under §733.302, Fla. Stat. (2013) and §733.301(1)(a)(3). However, for the reasons set forth above, each of them should not be considered or appointed Curator or Successor Personal Representative by this Court.

22. Alternatively, should the Court determine that all of the Bernstein children, Eliot included, are not appropriate to serve, Stansbury moves this Court for the appointment of an

independent, third party Curator or Personal Representative that will administer the Estate in an objective, unbiased and fair manner, as set forth in § 733.5061, Fla. Stat. (2013) and in accordance with the procedure set forth in §733.501, Fla. Stat. (2013).

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing has been furnished to parties listed on the attached Service list by U.S. Mail and via e-mail service at arose@mrachek-law.com and mchandler@mrachek-law.com to Alan Rose, Esq., PAGE, MRACHEK, *Attorneys for Defendants, Ted Bernstein,* 505 So. Flagler Drive, Suite 600, West Palm Beach, FL 33401, and at courtfilings@pankauskilawfirm.com to John J. Pankauski, Esq., PANKAUSKI LAW FIRM, 120 South Olive Avenue, Suite 701, West Palm Beach, FL 33401, on this 11th day of February, 2014.

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Boynton Beach, FL 33436
Tel: 561-734-5552
Fax: 561-734-5554
pfeaman@feamanlaw.com

By: _____
Peter M. Feaman
Florida Bar No.: 0260347

SERVICE LIST

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Pamela Beth Simon
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Chicago, IL 60611

Eliot Bernstein
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Boca Raton, FL 33434

Jill Iantoni
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Highland Park, IL 60035

Lisa Friedstein
2142 Churchill Lane
Highland Park, IL 60035

Alexandra Bernstein
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Arlington, VA, 22201

Eric Bernstein
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Delray Beach, Fl 33445

Michael Bernstein
2231 Bloods Grove Circle
Delray Beach, Fl 33445

Matt Logan
2231 Bloods Grove Circle
Delray Beach, Fl 33445

Molly Simon
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Tucson, AZ 85745

Daniel Bernstein, a Minor
c/o Eliot and Candice Bernstein,
His Parents and Natural Guardians
2753 NW 34th Street
Boca Raton, FL 33434

Jacob Bernstein, a Minor
c/o Eliot and Candice Bernstein,
His Parents and Natural Guardians
2753 NW 34th Street
Boca Raton, FL 33434

Joshua Bernstein, a Minor
c/o Eliot and Candice Bernstein,
His Parents and Natural Guardians
2753 NW 34th Street
Boca Raton, FL 33434

Julia Iantoni, a Minor
c/o Guy and Jill Iantoni,
Her Parents and Natural Guardians
2101 Magnolia Lane
Highland Park, IL 60035

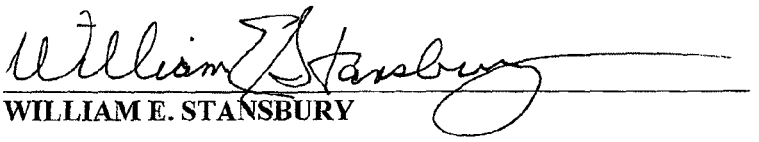
Max Friedstein, a Minor
c/o Jeffrey and Lisa Friedstein,
His Parents and Natural Guardians
2142 Churchill Lane
Highland Park, IL 60035

Carley Friedstein, a Minor
c/o Jeffrey and Lisa Friedstein,
Her Parents and Natural Guardians
2142 Churchill Lane
Highland Park, IL 60035

VERIFICATION

Under penalties of perjury, I, WILLIAM E. STANSBURY, declare that I have read the foregoing Response in Opposition to Motion for Appointment of Ted Bernstein as Curator and Motion for the Appointment of Eliot Bernstein as Curator or Successor Personal Representative or, in the alternative, for Appointment of an Independent Third Party as Successor Personal Representative or Curator, which was filed on February 11, 2014, and the facts alleged are true, to the best of my knowledge and belief.

February 17, 2014



WILLIAM E. STANSBURY

Filing # 10179238 Electronically Filed 02/12/2014 09:57:56 AM

IN THE CIRCUIT COURT OF THE FIFTEENTH
JUDICIAL CIRCUIT OF FLORIDA, IN AND FOR
PALM BEACH COUNTY, FLORIDA

IN RE:

Case No.: 50 2012 CP 004391 SB
JUDGE MARTIN COLIN

ESTATE OF SIMON
BERNSTEIN,
Deceased. Division: IY
_____/

RESPONSE IN OPPOSITION TO MOTION FOR APPOINTMENT OF TED BERNSTEIN AS CURATOR AND MOTION FOR THE APPOINTMENT OF ELIOT BERNSTEIN AS CURATOR OR SUCCESSOR PERSONAL REPRESENTATIVE OR, IN THE ALTERNATIVE, FOR APPOINTMENT OF AN INDEPENDENT THIRD PARTY AS SUCCESSOR PERSONAL REPRESENTATIVE OR CURATOR

COMES NOW Petitioner, William E. Stansbury ("Stansbury"), an unsecured creditor and "Interested Person," pursuant to the §731.201(23) Fla. Stat. (2013), by and through his undersigned counsel, and files this Response in Opposition to Motion for Appointment of Ted Bernstein as Curator and Motion for the Appointment of Eliot Bernstein as Curator or Successor Personal Representative or, in the Alternative, for Appointment of an Independent Third Party as Successor Personal Representative or Curator. In support, Petitioner states as follows:

1. The currently serving Co-Personal Representatives of the Estate, Donald R. Tescher and Robert L. Spallina have petitioned this Court for Resignation and Discharge. In considering the resignation, the Court, under the provisions of Fla. Prob. R. 5.430(d), is required to determine the necessity of appointing a successor fiduciary.

2. In this Estate, the Court is required to appoint a successor fiduciary since both Co-Personal Representatives are resigning. The Court is also empowered to appoint a curator under §733.506, Fla. Stat. (2013) and Fla. Prob. R. 5.122(a) until a new Successor Personal Representative is appointed.

I. Stansbury has standing to bring this Response and Motion

3. When removal of a Personal Representative is at issue, Fla. Prob. R. 5.440 specifically provides that, " ... **any interested person, by petition,** may commence a proceeding to remove a personal representative. ..." (Emphasis added.) By logical extension an "interested person" would also have standing to petition the court for the appointment of a successor fiduciary.

4. The provisions of §731.201(23), Fla. Stat. (2013) define an "interested person" as:

> (23) "Interested person" means any person who may reasonably be expected to be affected by the outcome of the particular proceeding involved..."

5. Stansbury has filed a claim against the Estate of Simon Bernstein (the "Estate") and has sued the Estate in a separate lawsuit styled *William E. Stansbury v. Ted Bernstein, et al,* Case. No. 50 2012 CA 013933 MB AA, Palm Beach County, Florida. A copy of the Statement of Claim is attached as Exhibit "A." A copy of the Amended Complaint which forms the basis of the Statement of Claim is attached hereto as Exhibit "B."

6. Stansbury, as a claimant of the Estate, has an interest in ensuring that the successor fiduciary ultimately appointed will act without bias and in the best interests of the creditors and devisees of the Estate. The Fourth District Court of Appeal has recognized that a claimant to an estate is an "interested person" and has standing in a proceeding to approve the personal representative's final accounting and petition for discharge. *See,* Arzuman v. Estate of Prince Bander BIN Saud Bin, etc., 879 So.2d 675 (Fla. 4th DCA 2004). *See also,* Montgomery v. Cribb, 484 So.2d 73 (Fla. 2d DCA 1986) (Wrongful death claimant was entitled to notice of hearing as an "interested person" under the probate code even though case was dismissed by trial court and disputed settlement was on appeal.) Stansbury is therefore an "interested person" as to

the outcome of this or any subsequent proceeding in which a successor fiduciary or a curator will be appointed, and Stansbury has standing to file and advance this Petition.

II. Ted Bernstein should not be appointed as Curator or Successor Personal Representative

A. Misconduct in the Shirley Bernstein Estate

7. There are serious allegations of fraud and forgery in the Shirley Bernstein Estate where Ted Bernstein is now the Personal Representative. Documents were submitted to the Court bearing notarized signatures of Simon Bernstein, alleged signatures by him, but on a date after he had passed away.

8. This Court was apprised of these allegations in a hearing conducted September 13, 2013 wherein the Court questioned whether the potential parties involved should be read their Miranda Rights. (*See* Transcript of Proceedings, pages 15 and 16, attached as Exhibit "C.")

B. The "lost" Insurance Trust

9. At the time of Simon Bernstein's death, it was determined that there existed a life insurance policy issued by Heritage Mutual Insurance Company ("Heritage") allegedly payable to the Simon Bernstein Irrevocable Insurance Trust as beneficiary (the "Insurance Trust"). According to an SS-4 Application for EIN form submitted to the IRS on June 21, 1995, Shirley Bernstein was represented as Trustee of the Insurance Trust. (*See* SS-4 Application for EIN as Exhibit "D.")

10. Notwithstanding the earlier SS-4 EIN form, on November 1, 2012, Robert Spallina, one of the resigning Co-Personal Representatives, submitted a claim form to Heritage on behalf of the Insurance Trust for the benefit of the grown children of Simon Bernstein. In doing so, Spallina represented that he was the Trustee of the Insurance Trust. (*See* Exhibit "E")

Spallina made this representation despite having informed Heritage by letter shortly thereafter that he was "unable to locate the Simon Bernstein Irrevocable Insurance Trust dated June 1, 1995." (*See* Exhibit "F" attached.) If the Trust instrument cannot be found, the insurance proceeds would be payable to the Simon Bernstein Estate, and as such, would be available to pay creditors of the Estate such as Stansbury.

11. Spallina, with the knowledge of Ted Bernstein, represented that he was "Trustee" of the Insurance Trust in an effort to collect the insurance proceeds on behalf the Insurance Trust and for the benefit of the grown children of Simon Bernstein, so as to circumvent the Simon Bernstein Estate.

12. Heritage refused to pay the life insurance proceeds to anyone without a court order. The Insurance Trust then sued Heritage in the Circuit Court of Cook County, Illinois (the case has since been removed to Federal Court). In paragraph 2 of the Complaint, the Plaintiff, the Insurance Trust, although apparently still "lost," alleges that Ted Bernstein is the "trustee" of the Insurance Trust. Yet, there exists no trust document establishing the continued existence of the Insurance Trust, let alone that Ted is the Trustee. As a result, Ted's representation, like that of Spallina, appears plainly false.

C. Ted Bernstein has a Conflict of Interest ---

13. Ted Bernstein, as well as his siblings (other than Eliot) - Lisa Sue Friedstein, Pamela Beth Simon, and Jill Iantoni - have a conflict of interest precluding them from faithfully executing the duties of fiduciary on behalf of the Estate.

14. One of the considerations for removal of a Personal Representative as set forth in §733.504(9) (2013) is, **"(9) Holding or acquiring conflicting or adverse interests against the estate that will or may interfere with the administration of the estate as a whole."**

15. A trail of e-mails indicates that Ted Berstein, Lisa Sue Friedstein, Pamela Beth Simon and Jill Iantoni were advocating and scheming to keep the proceeds from the Heritage life insurance policy, as described above in paragraphs 9 thru 12 from being paid to the Estate. The stated purpose of this scheme was to avoid making the life insurance proceeds available to pay creditors of the Estate such as Stansbury. (*See*, selected e-mail messages, attached hereto as Composite Exhibit "G".) The residuary beneficiaries of the Will, that is, the grandchildren of Simon Bernstein, would also be prejudiced by such a determination.

16. Section 733.602(1), Fla. Stat. (2013), expressly provides that ". . . A personal representative shall use the authority conferred by this code, the authority in the will, if any, and the authority of any order of the court, **for the best interests of interested persons, including creditors.**" (Emphasis added.)

17. While the ultimate outcome of the adjudication of the issues surrounding the Heritage life insurance proceeds is uncertain, what is clear is that each of the children of Simon Bernstein, other than Eliot Bernstein, have advocated, and continue to advocate a position that is contrary to the best interests of the Estate, its creditors and beneficiaries. These two conflicting and contrary positions between the interests of the children of Simon Bernstein (other than Eliot) and the duty of the successor fiduciary to act in the best interests of the Estate, including the creditors and beneficiaries, render Ted Bernstein, Lisa Sue Friedstein, Pamela Beth Simon and Jill Iantoni unqualified to serve as successor fiduciaries. *See* Estate of Bell v. Johnson, 573 So.2d 57 (Fla. 1st DCA, 1990) (conflict between personal representative, in that capacity, and as power of attorney, necessitated removal as personal representative).

D. The "Schiller" Lawsuit

18. Further, Ted Bernstein is a Defendant in yet another lawsuit filed in this Circuit Court. *See,* Schiller v. Life Insurance Concepts, et al, Case No. 502013CA007442 AD, wherein Ted Bernstein and others are accused of negligence and other business torts in connection with their business dealings.

E. Curator and Successor Personal Representative

19. Stansbury nominates Eliot Bernstein ("Eliot"), a son of the Decedent, to serve as successor Personal Representative. Eliot is qualified under §733.302, Fla. Stat. (2013) as he is *sui juris* and was a resident of Florida at the time of his father's death on September 13, 2012. Additionally, he is entitled to "preferential" consideration under §733.301(1)(a)(3) in that he is a devisee under Simon Bernstein's Will dated July 25, 2012 that has been admitted to probate.

20. In addition to his technical qualifications to serve as Personal Representative under the Florida Probate Code, Eliot also deserves significant consideration since he has been the only child of Simon and Shirley Bernstein to bring to the Court's attention the potential fraud and forgery issues that exist in connection with the closing of the Estate of Shirley Bernstein, as more fully set forth in paragraphs 7 and 8 above.

21. Stansbury acknowledges that Eliot's siblings, Theodore "Ted" Bernstein, Lisa Sue Friedstein, Pamela Beth Simon, and Jill Iantoni are also technically qualified to serve under §733.302, Fla. Stat. (2013) and §733.301(1)(a)(3). However, for the reasons set forth above, each of them should not be considered or appointed Curator or Successor Personal Representative by this Court.

22. Alternatively, should the Court determine that all of the Bernstein children, Eliot included, are not appropriate to serve, Stansbury moves this Court for the appointment of an

independent, third party Curator or Personal Representative that will administer the Estate in an objective, unbiased and fair manner, as set forth in § 733.5061, Fla. Stat. (2013) and in accordance with the procedure set forth in §733.501, Fla. Stat. (2013).

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing has been furnished to parties listed on the attached Service list by U.S. Mail and via e-mail service at arose@mrachek-law.com and mchandler@mrachek-law.com to Alan Rose, Esq., PAGE, MRACHEK, *Attorneys for Defendants, Ted Bernstein,* 505 So. Flagler Drive, Suite 600, West Palm Beach, FL 33401, and at courtfilings@pankauskilawfirm.com to John J. Pankauski, Esq., PANKAUSKI LAW FIRM, 120 South Olive Avenue, Suite 701, West Palm Beach, FL 33401, on this 11th day of February, 2014.

PETER M. FEAMAN, P.A.
3615 W. Boynton Beach Blvd.
Boynton Beach, FL 33436
Tel: 561-734-5552
Fax: 561-734-5554
pfeaman@feamanlaw.com

By: _____
Peter M. Feaman
Florida Bar No.: 0260347

SERVICE LIST

Ted S. Bernstein
880 Berkeley Street
Boca Raton, FL 33487

Pamela Beth Simon
950 N. Michigan Avenue
Apartment 2603
Chicago, IL 60611

Eliot Bernstein
2753 NW 34th Street
Boca Raton, FL 33434

Jill Iantoni
2101 Magnolia Lane
Highland Park, IL 60035

Lisa Friedstein
2142 Churchill Lane
Highland Park, IL 60035

Alexandra Bernstein
3000 Washington Blvd, Apt 424
Arlington, VA, 22201

Eric Bernstein
2231 Bloods Grove Circle
Delray Beach, Fl 33445

Michael Bernstein
2231 Bloods Grove Circle
Delray Beach, Fl 33445

Matt Logan
2231 Bloods Grove Circle
Delray Beach, Fl 33445

Molly Simon
1731 N. Old Pueblo Drive
Tucson, AZ 85745

Daniel Bernstein, a Minor
c/o Eliot and Candice Bernstein,
His Parents and Natural Guardians
2753 NW 34th Street
Boca Raton, FL 33434

Jacob Bernstein, a Minor
c/o Eliot and Candice Bernstein,
His Parents and Natural Guardians
2753 NW 34th Street
Boca Raton, FL 33434

Joshua Bernstein, a Minor
c/o Eliot and Candice Bernstein,
His Parents and Natural Guardians
2753 NW 34th Street
Boca Raton, FL 33434

Julia Iantoni, a Minor
c/o Guy and Jill Iantoni,
Her Parents and Natural Guardians
2101 Magnolia Lane
Highland Park, IL 60035

Max Friedstein, a Minor
c/o Jeffrey and Lisa Friedstein,
His Parents and Natural Guardians
2142 Churchill Lane
Highland Park, IL 60035

Carley Friedstein, a Minor
c/o Jeffrey and Lisa Friedstein,
Her Parents and Natural Guardians
2142 Churchill Lane
Highland Park, IL 60035

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT OF FLORIDA, IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: **Case No. 502012CP004391 SB**

ESTATE OF SIMON BERNSTEIN,
Deceased. **Division: IZ**

COPY
SOUTH COUNTY BRANCH OFFICE
ORIGINAL RECEIVED
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SHARON R. BOCK
CLERK & COMPTROLLER
PALM BEACH COUNTY

STATEMENT OF CLAIM BY WILLIAM E. STANSBURY

The undersigned hereby presents for filing against the above estate this Statement of Claim and alleges:

1. The basis for the claim is the action pending in Palm Beach County, Florida, *Stansbury v. Bernstein, et. al,* Case No. 502012CA 013933XXXX MB (the "Pending Action"). A true and correct copy of the Complaint filed by claimant that initiated the Pending Action is attached hereto as Exhibit "A" and is hereby incorporated by reference herein (the "Complaint").

2. The name and address of the claimant are William E. Stansbury, 6920 Caviro Lane, Boynton Beach, Florida 33437, and the name and address of the claimant's attorney is set forth below.

3. The amount of the claim is in excess of $2.5 million dollars, which the Claimant is entitled to recover under the claims set forth in the Complaint, which amount the Claimant believes is now due.

4. The claim is contingent or unliquidated and uncertain to the extent that the Claimant's claim is dependent on the outcome of the Pending Action. The specific amount of Claimant's claim will be determined in Pending Action and the Claimant expects to recover in excess of $2.5 million dollars in damages, as well as, but not limited to, treble damages, pre-judgment and post-judgment interest, and costs.

5. The claim is not secured.

[Signature page follows this page]

EXHIBIT
tabbies
A

Under penalties of perjury, I declare that I have read the foregoing, and the facts alleged are true, to the best of my knowledge and belief.

Signed on November 6, 2012.

William E. Stansbury, Claimant

Attorneys for Claimant

Peter M. Feaman, Esq.
Florida Bar No.: 260347
PETER M. FEAMAN, P.A.
3615 West Boynton Beach Blvd.
Boynton Beach, FL 33436
Phone: (561) 734-5552
Facsimile: (561) 734-5554
Primary Electronic Mail Address:
pfeaman@feamanlaw.com

Copy mailed to attorney for Personal Representative on _____ 2012.

MUST BE FILED IN DUPLICATE

IN THE CIRCUIT COURT OF THE FIFTEENTH
JUDICIAL CIRCUIT OF FLORIDA, IN AND FOR
PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,
Plaintiff,

vs.

Case No. 50 2012 CA013 933XXXXMB

TED S. BERNSTEIN;
SIMON BERNSTEIN;
LIC HOLDINGS, INC.; and
ARBITRAGE INTERNATIONAL
MANAGEMENT, L.L.C., f/k/a
ARBITRAGE INTERNATIONAL
HOLDINGS, L.L.C.,
Defendants.
_____/

COPY
RECEIVED FOR FILING
JUL 30 2012
SHARON R. BOCK
CLERK & COMPTROLLER
CIRCUIT CIVIL DIVISION

COMPLAINT
And JURY DEMAND

WILLIAM STANSBURY (PLAINTIFF"), by and through his undersigned co-counsel, hereby demanding trial by jury of all issues so triable, hereby sues the Defendants, and says

1. This is an action for money damages in excess of $15,000, and for equitable relief.

2. Plaintiff is *sui juris*, and a resident of Palm Beach County, Florida.

3. Defendants TED S. BERNSTEIN ("TED BERNSTEIN"), and SIMON BERNSTEIN are both *sui juris*, and are both residents of Palm Beach County, Florida.

4. The corporate Defendants, LIC HOLDINGS, INC.; and ARBITRAGE INTERNATIONAL MANAGEMENT, L.L.C., f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, L.L.C., are entities organized and existing under the laws of the State of Florida, all do business in the State of Florida and all have their principal offices in the State of Florida, and in Palm Beach County, Florida.

5. Defendants SIMON BERNSTEIN and TED BERNSTEIN (collectively "Defendants

EXHIBIT A

BERNSTEIN") are, respectively, one another's father and son. They both own and control all of the corporate Defendants, and work closely together with respect thereto. In all matters involved herein, they worked closely together and were virtually one another's alter egos.

7 The acts and incidents giving rise to these causes of action occurred in Palm Beach County, Florida.

Background

8. Plaintiff has worked in the insurance field virtually all his adult life, and by 2003 had become well-known and highly regarded by major insurance companies, their principals, and by others throughout the insurance industry, at all levels thereof, as well as by professionals, including attorneys, CPAs, financial advisors, wealth managers and others who were involved in serving, or otherwise dealing with, insurers and insurance brokers.

9. SIMON BERNSTEIN dealt at high levels of the insurance industry, and specialized in developing and marketing insurance concepts suitable for persons of high net worth to incorporate in their wealth management and estate planning.

10. TED BERNSTEIN was actively involved in selling life insurance products in conjunction with attorneys, CPAs and other professionals, to be incorporated into clients' financial planning.

11. In 2003, TED BERNSTEIN approached Plaintiff, urging Plaintiff to spearhead the marketing of a unique insurance concept ("the said concept"), newly developed by a prominent law firm, which was designed for use in the financial and estate planning of wealthy individuals.

12. TED BERNSTEIN told Plaintiff that he knew of Plaintiff's knowledgeability, and reputation in the insurance and related industries and professions, and that Plaintiff was skilled

at, and accustomed to, speaking and marketing insurance products to, large groups of professionals, and that he realized that Plaintiff, because of his knowledgeability, reputation and abilities, would be ideal to market this concept nationwide, through prominent and experienced professionals..

13. SIMON BERNSTEIN proposed that Plaintiff work as an independent contractor for the Corporate Defendants, marketing the product to the above-described He offered Plaintiff an arrangement whereby Plaintiff would receive twenty percent (20%) of all net retained amounts of commissions received from insurance companies and general agents' overrides (hereinafter, "commissions") which chose to issue policies of the type to be marketed, for use in the said financial and estate planning, and all other sales by the companies. Plaintiff would receive no other salary remuneration, but would have his travel and marketing expenses advanced or reimbursed. In time, when Plaintiff agreed to become an employee rather than an independent contractor, he agreed to a salary of the equivalent of 15% of commissions received on all products.

14. After reviewing the concept and considering the terms of the arrangement offered by SIMON BERNSTEIN, Plaintiff agreed with BERNSTEIN to accept the proposal described in preceding paragraph 13, and all the parties proceeded to act in accordance therewith.

15. Thereafter, Plaintiff worked with diligence and skill, traveling throughout the United States, generating ever increasing sales, and generating very large commissions for Defendants and for Plaintiff, who received the agreed salary equal to 15% thereof. By 2006, the parties hereto began receiving checks, not only for commissions on new policies sold, but also renewal commissions. Initially, the Plaintiff and Defendants BERNSTEIN, and one secretary, comprised the entire workforce. At the height of the sales campaign, Defendants' staff for serving the

business generated by Plaintiff consisted of more than 40 individuals.

16. In 2005, the Plaintiff was paid his commissions in the form of two IRS forms 1099, from National Services Association, and from Defendant ARBITRAGE INTERNATIONAL MARKETING, INC. for his services as an independent contractor.

17. In 2006, Plaintiff received his agreed salary as an employee, reflected in two IRS forms W-2., One W-2 was from ARBITRAGE INTERNATIONAL MARKETING, INC., and the other was from ARBITRAGE INTERNATIONAL HOLDINGS, INC., which later became Defendant ARBITRAGE INTERNATIONAL MANAGEMENT, INC.

18. Also in 2006, SIMON BERNSTEIN told Plaintiff that Plaintiff, was being rewarded for the explosive growth of business, through receiving a 10% interest in LIC.

19. In 2007, Plaintiff received his agreed salary as an employee, which salary was reflected in an IRS Form W-2.

20. With the economic downturn in 2008, Defendants looked for ways to withhold from Plaintiff compensation to which he was entitled, and to deceive him into believing that the money which would have been paid to both Defendants as well as to Plaintiff as compensation, was instead being held in the company's coffers.

21. In order to hide from Plaintiff the real fact that Defendants were paying to Defendants BERNSTEIN the full earnings received as commissions, and thereby depriving Plaintiff of the 15% thereof to which he was entitled, they knew they had to terminate Plaintiff's function of calculating each person's entitlement to payment out of commissions received. Therefore, in early 2008, SIMON BERNSTEIN told Plaintiff that the Defendants BERNSTEIN felt that Plaintiff was spending too much time on making the said calculations, and that Plaintiff's time would be better spent in building the business. SIMON BERNSTEIN told

Plaintiff that he and TED BERNSTEIN had decided to pay themselves and Plaintiff identical salaries of not less than $1,000,000 each for 2008, and to distribute any profits beyond the total thus paid to the three owners, the Defendants BERNSTEIN and Plaintiff, according to their respective percentages of ownership, Plaintiff's share being 10%. Plaintiff, having thus far believed he was receiving whatever compensation he was entitled to, and having no reason to realize that this was a ruse to keep him in the dark as to the true state of affairs, readily acceded to his being relieved of the bookkeeping duties regarding calculating the disposition of moneys received.

22. Through misrepresentations made from 2008 through the date of filing of this Complaint, Defendants knowingly made false statements to Plaintiff to hide their scheme to withhold from Plaintiffs money to which he was entitled. For example, at times they claimed that money being received was not being paid as salary or distributions to either of Defendants BERNSTEIN but was being withheld and placed in company accounts, for eventual distribution. As Plaintiff and Defendants could afford to wait until year's end to be paid their distributions, and as Defendants BERNSTEIN assured Plaintiff that the payment arrangement would apply to all three equally, Plaintiff did not question the truthfulness of their representations..

23. In furtherance of their scheme to deprive Plaintiff of salary he had earned and to which he was entitled, Defendants intercepted mail addressed to Plaintiff, removed therefrom commission checks representing full commissions, deposited the same to their own accounts or otherwise converted the funds,, and willfully withhold from Plaintiff his salary. Defendants BERNSTEIN also opened Plaintiff's mail containing checks payable to him which were unrelated to Defendants' business.

24. In 2011, the Defendants BERNSTEIN decided to deceive Plaintiff into giving up

his 10% share in the business. Although he had never seen a stock certificate, Plaintiff had in fact been given K-1 statements reflecting his salary, which appeared to approximate 10% of the net profits or losses of LIC, after salary was paid. TED BERNSTEIN told Plaintiff that their accountants had discovered a taxable event which could cause all the owners of the company to have to pay taxes, and that they thought it would be unfair for Plaintiff to have to pay 10% of that tax, so TED BERNSTEIN promised that if Plaintiff would sign a paper ceding his 10% interest, TED BERNSTEIN would simply hold it and it would not become operative unless the tax liability came to exist. Plaintiff was assured that nothing would happen with the stock ownership until Plaintiff and the Defendants BERNSTEIN discussed the situation further after the Holiday Season.

25. Because of the misrepresentations, willful concealments of material facts, duplicity and deceit practiced by Defendants upon Plaintiff as described in preceding paragraphs 20 through 24, Plaintiff was reasonably of the belief that Defendants had complied , or intended to comply, with their material obligations to Plaintiff under the contract between them, and therefore was prevented from knowing, for a period of years, that these causes of action existed. The acts of Defendants in making false statements and withholding material information continues from its inception to the date of the filing hereof.

I. ACCOUNTING
(Against LIC and ARBITRAGE, for Accounting as to Withholding of Money Due Plaintiff)

26. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 24, inclusive.

27. The relationship between Plaintiff and the Defendants, particularly as affected by

Defendants' acts described in preceding paragraphs 20 through 25, inclusive, created a situation where Defendants had sole access to, receipts generated by Plaintiff's efforts, and to books and records reflecting said receipts and the other information from which can be calculated all moneys due to Plaintiff under his arrangement with Defendants.

28, The period of time during which Plaintiff has been deprived of moneys due him spans approximately four and a half years, the numerosity of the sources of receipts by Defendants of moneys from which the amounts due Plaintiff may be calculated, and the changes in the formula under which, and manner in which, Plaintiff was to be paid, all involve extensive and complicated accounts, and Plaintiff's remedy at law could not be as full, adequate and expeditious as it is in equity.

WHEREFORE, Plaintiff prays for an adjudication of Plaintiff's right to a full and complete accounting from Defendants, and for such orders of Court as will require the Defendants to provide Plaintiff with all records and copies of documents, dated from the date in 2003 when Plaintiff first began his efforts to generate sales of the concept described in paragraph 11 above to the present, as will reveal his right to, and the amount of, all amounts: (a) received as commissions on said concepts or any other commissions as to which Plaintiff was entitled to a share; (b) due to Plaintiff, whether paid or not; (c) paid to Plaintiff, whether for commissions, salary, distributions, expenses or any other reason; (d) paid to each of the Defendants out of moneys received as commissions; (e) deposits of any and all moneys received as commissions by any Defendants to any accounts, including the name of the entity whose account was involved, the number(s) of each such account; the address of the branch or other facility through which any Defendant dealt with such entity; (f) calculations as to moneys paid , to be paid, or not to be paid to Plaintiff, together with such other and further relief as the Court may deem just

and appropriate.

II. ACCOUNTING
(Against TED S. BERNSTEIN and SIMON BERNSTEIN, for Accounting as to Money Due to Plaintiff Which Said Defendants Converted)

29. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 24, inclusive.

30. The relationship between Plaintiff and the Defendants, particularly as affected by Defendants' acts described in preceding paragraphs 20 through 25, inclusive, created a situation where Defendants had sole access to, receipts generated by Plaintiff's efforts, and to books and records reflecting said receipts and the other information from which can be calculated all moneys due to Plaintiff under his arrangement with Defendants.

31, The period of time during which Plaintiff has been deprived of moneys due him spans approximately four and a half years, the numerosity of the sources of receipts by Defendants of moneys from which the amounts due Plaintiff may be calculated, and the changes in the formula under which, and manner in which, Plaintiff was to be paid, all involve extensive and complicated accounts, and Plaintiff's remedy at law could not be as full, adequate and expeditious as it is in equity.

WHEREFORE, Plaintiff prays for an adjudication of Plaintiff's right to a full and complete accounting from Defendants, and for such orders of Court as will require the Defendants to provide Plaintiff with all records and copies of documents, dated from the date in 2003 when Plaintiff first began his efforts to generate sales of the concept described in paragraph 11 above to the present, as will reveal his right to, and the amount of, all amounts: (a) received as commissions on said concepts or any other commissions as to which Plaintiff was entitled to a

share; (b) due to Plaintiff, whether paid or not; (c) paid to Plaintiff, whether for commissions, salary, distributions, expenses or any other reason; (d) paid to each of the Defendants out of moneys received as said commissions; (e) deposits of any and all moneys received as commissions by any Defendants to any accounts, including the name of the entity whose account was involved, the number(s) of each such account; the address of the branch or other facility through which any Defendant dealt with such entity; (f) calculations as to moneys paid , to be paid, or not to be paid to Plaintiff, together with such other and further relief as the Court may deem just and appropriate.

III. BREACH OF ORAL CONTRACT
(Against All the Defendants)

32. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 24, inclusive.

33. The arrangement between Plaintiff and Defendants as described in paragraphs 11 and 13 above, and as modified by the parties as further described above, constituted a contract between them.

34. An express term of that contract involved the commitment of Defendants to calculate, and to pay to Plaintiff, fully and timely, all sums due to him under the parties' contract, whether as commissions, salary, distributions, expenses or any other reason

35. The parties initially performed the duties required of them under said contract.

36. However, as described above in paragraphs 20 through 25, inclusive, Defendants willfully and maliciously agreed to breach their contract with Plaintiff by withholding from Plaintiff moneys due him under the contract.

37. Defendants did withhold such moneys due Plaintiff.

38. The withholding of such moneys constituted a material breach of the contact between Plaintiff and Defendants.

39. There is therefore due to Plaintiff from Defendants all amounts due under said contract, together with prejudgment and post-judgment interest on said amounts.

WHEREFORE, Plaintiff prays for judgment against Plaintiffs, jointly and severally, for the full amount of moneys due to Plaintiff under the terms of their contract, including agreed-upon modifications thereof, together with prejudgment and post-judgment interest on said amounts, together with such other and further relief as the Court may deem just and appropriate.

IV. BREACH OF IMPLIED COVENANT Of GOOD FAITH and FAIR DEALING

40. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 24, inclusive, and paragraphs 33 through 38, inclusive.

41. The said contract, as a matter of law, contained an implied covenant of good faith and fair dealing, obligating the parties to honor every express term of the agreement..

42. Among the express terms of the oral contract between the parties were (a) that Plaintiff would be constantly apprised, either through being permitted to calculate all amounts due the Defendants out of commissions, or through being advised of all receipts of commissions and the disposition thereof, or the amounts due to Plaintiff for any reason under the terms of the contract; and (b) that Plaintiff would be fully and promptly paid all such amounts due him.

43. Through their actions as described in preceding paragraphs 20 through 25, inclusive, the Defendants willfully breached the said express of the contract.

WHEREFORE, Plaintiff prays for judgment against Plaintiffs, jointly and severally, for

the full amount of moneys due to Plaintiff under the terms of their contract, including agreed-upon modifications thereof, together with prejudgment and post-judgment interest on said amounts, together with such other and further relief as the Court may deem just and appropriate.

V. BREACH OF FIDUCIARY DUTY

41. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 24, inclusive.

42. Plaintiff reposed full confidence in the defendants BERNSTEIN, and trusted them and relied on them to be as good as their word and to deal honestly with him, for a variety of reasons. Plaintiff knew of SIMON BERNSTEIN as a major figure in the insurance industry, prior to their becoming parties to the agreement involved herein. Moreover, Plaintiff and the Defendants BERNSTEIN had formed a social relationship which had grown into what Plaintiff regarded as friendship. Moreover, as the initial situation under their contractual relationship had Plaintiff receiving all information as to commissions received and calculating the amount of money due to Plaintiff and the Defendants BERNSTEIN, as ,mentioned in preceding paragraphs 21 and 22, and also because Plaintiff was told he had been given a minority shareholder interest in LIC, Plaintiff reasonably felt that the Defendants would deal with Plaintiff honestly and fairly, and that the Defendants had no intention of hiding from Plaintiff any information as to the amounts due Plaintiff or as to the Defendants' intention of paying said amounts to Plaintiff

43. Moreover, when Defendants proposed to Plaintiff that Plaintiffs cease being the one to calculate moneys due the parties out of commissions received, the Plaintiff trusted Defendants to make proper, accurate and complete calculations, as Plaintiff had done, and to pay Plaintiff accordingly.

44. Furthermore, when Defendants BERNSTEIN made statements to Plaintiff as to why payments due him were not being paid, as described, for example, in preceding paragraphs 22 through 25, inclusive, and 42, he trusted Defendants to be telling Plaintiff the truth,

45. As a result of the foregoing, a fiduciary relationship existed between Defendants BERNSTEIN and Plaintiff, and there existed in Plaintiff complete confidence and trust in the said Defendants, of which confidence and trust said Defendants were well aware.

46. Defendants BERNSTEIN accepted the trust which Plaintiff reasonably placed in them.

47 Through Defendants' willful misrepresentations and withholding of material information as to their intentions and the purposes for which Plaintiff's payments were not being paid, and through their diversion from Plaintiff of amounts which should have been paid to him, Defendants abused and betrayed Plaintiff's trust and confidence in them, to Plaintiff's great detriment, in that he has been deprived of the said amounts due him, the precise amount of which cannot be calculated without access to Defendants' books and records, and a full accounting by them.

WHEREFORE, Plaintiff prays for judgment against Plaintiffs, jointly and severally, for the full amount of moneys due to Plaintiff under the terms of their contract, including agreed-upon modifications thereof, together with prejudgment and post-judgment interest on said amounts, together with such other and further relief as the Court may deem just and appropriate.

VI. CIVIL THEFT
Against All Defendants

48. This is an action for Civil Theft under Chapter 772, Florida Statutes, more

specifically §772.11, Fla.Stats.

49. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 24, inclusive.

50. All funds which Defendants' records will reveal are due to Plaintiff but which have been deposited to any of the Defendants' accounts or which have been received by any Defendant or diverted by any Defendant to any recipient but Plaintiff are the specific funds to which this Count relates.

51. By refusing to pay to Plaintiff funds due him under their agreement, and by paying said sums to themselves or to others, Defendants have been guilty of criminal theft by conversion, which has been and continues to be performed by Defendants with the criminal intent of stealing his money and depriving him of the possession and use thereof.

52. Written demand for payment of all amounts due Plaintiff has been made to Defendants, more than 30 days preceding the filing of this Complaint, to no avail.

WHEREFORE, Plaintiff prays for judgment against Plaintiffs, jointly and severally, for three times the full amount of moneys due to Plaintiff under the terms of their contract, including agreed-upon modifications thereof, together with prejudgment and post-judgment interest on said amounts, and such other remedies as may be awarded Plaintiff under other Counts herein, together with such other and further relief as the Court may deem just and appropriate, together with such other and further relief as the Court may deem just and appropriate.

VII. FRAUD
(Against All Defendants)

53. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated

herein, preceding paragraphs 1 through 24, inclusive.

54. Defendants, with the intent to defraud Plaintiff by preventing his receipt of moneys due him from Defendants as commissions, salary, distributions, expenses, and otherwise, made false statements to him and withheld material information from him, all as specifically set forth in preceding paragraphs 20 through 24 above.

55. At the time said statements were made, Defendants knew that they were material and false, and that Plaintiff would rely thereon. At the time said material information was withheld from Plaintiffs, Defendants knew that the information being withheld was material, and that the withholding of the information would cause Plaintiff to rely on the absence of said information

56. Defendants intended for Plaintiff to rely on said false statements of material fact and to rely on the absence of the material facts which were withheld.

57. Plaintiff did rely on the false statements and the withholding of material information, and was damaged thereby. Through the loss the possession and use of moneys due him but withheld by Defendants under their scheme to defraud him of said money.

58. The behavior of Defendants in deceiving Plaintiff and in abusing the trust they had engendered in Plaintiff, as set forth in preceding paragraphs 42 through 47, which are incorporated herein by reference as if expressly restated herein, was in willful and conscious disregard of his rights, and was of such a concerted, premeditated, and outrageous nature as to go beyond the bounds of decency, and constituted rampant fraud.

WHEREFORE, Plaintiff prays for judgment against Plaintiffs, jointly and severally, for the full amount of moneys due to Plaintiff under the terms of their contract, including agreed-upon modifications thereof, together with prejudgment and post-judgment interest on said amounts, together with such other and further relief as the Court may deem just and appropriate.

VIII. EQUITABLE LIEN

59. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 24, inclusive, and paragraphs 54 through 58, inclusive.

60. The bank accounts into which any of the commissions received by Defendants as to which Plaintiff was to receive a share of commissions received, and the operating accounts and other accounts of the corporate Defendants into which said commission checks were deposited were intended by Defendants and by Plaintiff to be the source out of which Plaintiff would be paid, and they therefore were intended to be, and therefore should be, charged by this Court with the obligation of being the source of all amounts Plaintiff was and is to be paid, including amounts not yet paid.

61. Any and all other accounts into which were deposited said commissions or any part thereof, out of which Plaintiff was to be paid, should, out of general considerations of right and justice as applied to the relations of the parties and the circumstances of their dealings, be charged with the obligation of paying Plaintiff.

WHEREFORE, Plaintiff prays for judgment against Plaintiffs, jointly and severally, for the full amount of moneys due to Plaintiff under the terms of their contract, including agreed-upon modifications thereof, together with prejudgment and post-judgment interest on said amounts. Plaintiff further prays for the Court to declare and establish an equitable lien in favor of Plaintiff on all the accounts described in preceding paragraphs 60 and 61, and for all other accounts into which said commissions have been or will be wholly or partly diverted, and on all assets of Defendants or third parties which have been purchased wholly or partly with the

diversion of said funds due Plaintiff. Plaintiff further prays for such other and further relief as the Court may deem just and appropriate.

IX. CONTRACT IMPLIED IN LAW

62. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 25, inclusive.

63. By keeping the moneys due Plaintiff, Defendants have been unjustly enriched.

64. By agreeing to permit Defendants to receive, possess and control the paperwork revealing commissions received, and by agreeing that Defendants would assume the function of calculating amounts due the parties, Plaintiff conferred on Defendants the benefit of controlling the disposition of the funds received, including those due Plaintiff. The Defendants, having induced Plaintiff to confer said benefit, knew of the benefit and accepted and retained the benefit and abused it to defraud the Plaintiff.

65. The Circumstances are such that it would be inequitable for the Defendants to retain the benefit of the possession and use of funds due Plaintiff

WHEREFORE, Plaintiff prays for judgment that there exists a contract implied in law with the terms against Defendants described above, and for judgment against all Defendants, jointly and severally, for the full amount of moneys due to Plaintiff under the terms of their contract, including agreed-upon modifications thereof, together with prejudgment and post-judgment interest on said amounts, together with such other and further relief as the Court may deem just and appropriate.

X. CONSTRUCTIVE TRUST

66. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 24, inclusive.

67. The bank accounts into which any of the commissions received by Defendants as to which Plaintiff was to receive a share of commissions received, and the operating accounts and other accounts of the corporate Defendants into which said commission checks were deposited were intended by Defendants and by Plaintiff to be the source out of which Plaintiff would be paid, and they therefore were intended to be, and therefore should be, charged by this Court with the obligation of being the source of all amounts Plaintiff was and is to be paid, including amounts not yet paid.

68. Any and all other accounts into which were deposited said commissions or any part thereof, out of which Plaintiff was to be paid, should, out of general considerations of right and justice as applied to the relations of the parties and the circumstances of their dealings, be charged with the obligation of paying Plaintiff.

.WHEREFORE, Plaintiff prays for judgment against Plaintiffs, jointly and severally, for the full amount of moneys due to Plaintiff under the terms of their contract, including agreed-upon modifications thereof, together with prejudgment and post-judgment interest on said amounts. Plaintiff further prays for the Court to declare and establish a constructive trust in favor of Plaintiff on all the accounts described in preceding paragraphs 60 and 61, and for all other accounts into which said commissions have been or will be wholly or partly diverted, and on all assets of Defendants or third parties which have been purchased wholly or partly with the diversion of said funds due Plaintiff. Plaintiff further prays for such other and further relief as the Court may deem just and appropriate.

XI. INDEMNIFICATION

69. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 24, inclusive.

70. When Defendants entered the arrangement with Plaintiff described in preceding paragraph 13, SIMON BERNSTEIN, acting for himself and on behalf of the corporate Defendants and TED BERNSTEIN, and for their collective and shared benefit, told Plaintiff that it would be better for the simplicity of administration, if Plaintiff would arrange for all commissions, paid by insurance companies for sales of the said product by the Defendant companies, to be paid in the name of Plaintiff., even though Plaintiff would ultimately receive only 15% thereof.

71. Plaintiff, believing the representation that this was being requested solely to simplify bookkeeping and administration, agreed to receive all commissions in his own name, even though the bulk of each commission would become the property of the various Defendants.

72. At the time Defendants, through SIMON BERNSTEIN, represented to Plaintiff that the reason for their request that Plaintiff receive all commissions solely in his own name was for administrative simplicity, they knew that they had an ulterior motive in making this request. Their said motive was that, in the event any insurance company which had paid a commission for sale of the said product were to request a full refund of the commission on the ground that the insurance client or the broker had falsified the application for the policy, Defendants intended to disclaim liability therefor, and to avoid personal and corporate responsibility for any requests for refund of commissions paid, even though they collectively have received 85% of each such commission.

73. Plaintiff, acting in good faith, did not realize that Defendants were concealing this motive, or that such was their motive, and he reasonably relied on their representations as to the reason for the request, to his detriment.

74. As a direct and proximate result of the Defendants' representations, Plaintiff will have nominal full liability for refund of any commissions thus sought to be refunded as described in preceding paragraph 72. Such liability creates the certainty that requests for refunds will be made solely to Plaintiff, even though Defendants received 85% of the commissions.. Such disproportionate and unfair liability has been caused by the willful misrepresentation by Defendants.

75. Plaintiff was without fault in reasonably relying on the said representations.

76. Defendants were solely at fault in creating the said liability.

77. There was a special relationship between Plaintiff and the Defendants, because Plaintiff was acting as the nominal agent for Defendants in receiving in his name 100% of the commissions, making him vicariously liable for the refund of the 85% of commissions which were retained by Defendants for their own benefit.

78. Moreover, Defendants had ceased to pay Plaintiff any commissions. Instead, as an employee he was now receiving a salary. To reflect Plaintiff's successful generation of Defendants' business, Defendants made Plaintiff's salary approximate 15% of the amount of commissions received. Nonetheless, as Plaintiff was not receiving any share of commissions *per se*, he should not have his indemnification limited to 85%, but rather it should be to the full 100% of all commissions being refunded.

WHEREFORE, Plaintiff prays for a Judgment in his favor, and against all Defendants, Adjudicating them under an obligation to defend, hold harmless and indemnify Plaintiff from

and against refund claims for said commissions, to the extent of 100% thereof, and for such other and further relief as the Court shall deem just and appropriate.

July 30, 2012

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IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

WILLIAM E. STANSBURY,
Plaintiff,

CASE NO: **50 2012 CA 013933 MB AA**

v.

TED S. BERNSTEIN; DONALD TESCHER and ROBERT SPALLINA, as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN and as co-trustees of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008; LIC HOLDINGS, INC.; ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, f/k/a ARBITRAGE INTERNATIONAL HOLDINGS, LLC; BERNSTEIN FAMILY REALTY, LLC,
Defendants.
_____/

AMENDED COMPLAINT

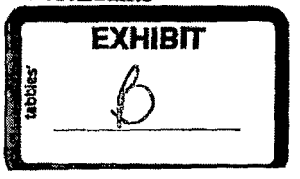
WILLIAM E. STANSBURY, by and through undersigned counsel, sues the Defendants and states:

1. This is an action for money damages in excess of $15,000, and for equitable relief.

2. Plaintiff (hereinafter referred to as "STANSBURY") is *sui juris*, and a resident of Palm Beach County, Florida.

3. Defendant TED S. BERNSTEIN ("TED BERNSTEIN"), is *sui juris*, and a resident of Palm Beach County, Florida.

4. SIMON L. BERNSTEIN ("SIMON BERNSTEIN") died on or about September 13, 2012, after the filing of the initial Complaint in this action. At the time of his death, SIMON BERNSTEIN was *sui juris*, and was a resident of Palm Beach County, Florida. Defendants



Donald R. Tescher and Robert L. Spallina are serving as co-personal representatives of the ESTATE OF SIMON L. BERNSTEIN (the "ESTATE")which ESTATE is presently open and pending in the Palm Beach County Circuit Court, *In re: Estate of Simon L. Bernstein*, Case No. 502012CP004391XXXXSB (the "Estate Proceeding"). In accordance with Section 733.705, Florida Statutes, STANSBURY hereby brings this independent action against the ESTATE with respect to his Statement of Claim that was filed and objected to in the Estate Proceeding.

5. Defendant, LIC HOLDINGS, INC. ("LIC Holdings") is a Florida corporation with its principal place of business in Palm Beach County, Florida.

6. Defendant, ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, formerly known as ARBITRAGE INTERNATIONAL HOLDINGS, LLC, ("ARBITRAGE") is a Florida limited liability company with its principal place of business in Palm Beach County, Florida.

7. Defendant, BERNSTEIN FAMILY REALTY, LLC is a Florida limited liability company doing business in Palm Beach County.

8. Defendant, the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008 ("SHIRLEY'S TRUST"), owns real property in Palm Beach County, Florida. Based upon information and belief, Donald R. Tescher and Robert L. Spallina are serving as co-trustees of SHIRLEY'S TRUST. This Court has personal jurisdiction over the trustees and the beneficiaries of SHIRLEY'S TRUST under Section 736.0202, Florida Statutes, as the principal place of administration of SHIRLEY'S TRUST is in Palm Beach County, Florida. This court has subject matter jurisdiction over this action under Section 736.0203, Florida Statutes. Venue is proper in Palm Beach County, Florida, under Section 736.0204, Florida Statutes, as the principal place of administration of SHIRLEY'S TRUST is in Palm Beach County, Florida and one or more of the beneficiaries of SHIRLEY'S TRUST reside in Palm Beach County, Florida.

9. The acts and incidents giving rise to the causes of action alleged herein arose in Palm Beach County, Florida.

Background

10. STANSBURY has worked in the insurance industry for virtually all of his adult life. After 30 years, he had become well-known and highly regarded by major insurance companies, their principals and others throughout the insurance industry, at all levels thereof, as well as by professionals, including attorneys, CPA's, financial advisors, wealth managers and others who were involved in serving, or otherwise dealing with insurers, insurance brokers and life insurance products.

11. SIMON BERNSTEIN dealt at sophisticated levels of the insurance industry and specialized in developing and marketing insurance concepts suitable for persons of high net worth to incorporate into their wealth management and estate planning.

12. TED BERNSTEIN, the son of SIMON BERNSTEIN, was also actively involved in selling life insurance products in conjunction with attorneys, CPAs and other professionals, to be incorporated into high net worth individuals' financial and estate planning.

13. TED BERNSTEIN approached STANSBURY, urging STANSBURY to spearhead the marketing of a unique insurance concept, newly developed by a prominent law firm, which was designed for use in the financial and estate planning of high net worth individuals.

14. TED BERNSTEIN told STANSBURY that he knew of STANSBURY's expertise and reputation in the insurance and related industries, and that STANSBURY was skilled at and accustomed to speaking and marketing insurance products to groups of professionals. He realized that STANSBURY, because of his knowledge, reputation and abilities, would be well suited to market this concept nationwide through prominent and experienced professionals.

15. In 2006, SIMON BERNSTEIN and TED BERNSTEIN (collectively, "BERNSTEIN" or the "BERNSTEINS") formed Defendants LIC Holdings and ARBITRAGE for the purpose of marketing and selling certain life insurance products to high net worth individuals for their wealth management and estate planning needs.

16. STANSBURY agreed to become an employee of LIC Holdings, Inc. and ARBITRAGE and agreed to a salary of 15% of net commissions received on all products, including renewals.

17. STANSBURY worked with diligence and skill, traveling throughout the United States, generating ever-increasing sales and generating very large commissions. By 2006, nationwide sales were resulting in substantial commissions on new policies and renewal commissions.

18. Also in 2006, SIMON BERNSTEIN told STANSBURY that STANSBURY was being rewarded for his efforts and the explosive growth of the business, such that he would receive a 10% ownership interest in LIC Holdings, Inc.

19. In February of 2008, SIMON BERNSTEIN approached STANSBURY with the suggestion that rather than STANSBURY performing computations on a monthly basis as to how much should be paid to him based upon 15% of the commissions derived from policies sold by STANSBURY, the BERNSTEINS and STANSBURY should forego monthly payouts and defer compensation until the end of 2008, when year-end computations could be made. It was suggested that in December, year-end computations would be made and salaries would be paid in December 2008 or January of 2009. It was specifically represented to STANSBURY that neither SIMON BERNSTEIN, TED BERNSTEIN nor STANSBURY would take any compensation until the year-end accounting was performed in December of 2008 or January, 2009.

20. STANSBURY relied on SIMON BERNSTEIN's representations that, among other things, his time would be better spent building the business rather than performing monthly calculations of income. STANSBURY relied on SIMON BERNSTEIN's representation that they would all be paid identical annual salaries of not less than $1,000,000 at the end of 2008 to be applied against STANBURY's 15%. Any compensation to STANSBURY over and above his 15% would be paid to him in accordance with his ownership percentage of 10%.

21. STANSBURY, having no reason to believe that the representations by SIMON BERNSTEIN were false and only a ruse to keep him from inquiring as to corporate revenue and distributions, acceded to his being relieved of the bookkeeping duties regarding calculating the disposition of monies on a monthly basis throughout the year.

22. In 2008, STANSBURY received only $420,018.00, all from commissions earned for sales in 2007 but paid in the January of 2008. STANSBURY received no payments for commissions received after January, 2008.

23. Unbeknownst to STANSBURY at that time, SIMON BERNSTEIN was paid $3,756,229.00 and TED BERNSTEIN was paid $5,225,825.00 in 2008.

24. The net retained commissions by LIC Holdings and ARBITRAGE, not including renewals for 2008 were approximately $13,442,549.00. As such, STANSBURY was entitled to, at the very minimum, 15% of $13,442,549.00, or $2,016,382.35.

25. Since that time, SIMON BERNSTEIN and TED BERNSTEIN have secreted commissions received by LIC Holdings and ARBITRAGE into Bernstein family trusts and other entities as more specifically set forth below. Those trusts have since invested in real estate, also as more particularly set forth below.

26. Throughout 2009, SIMON BERNSTEIN and TED BERNSTEIN continued to make false statements to STANSBURY to hide the fact that they had looted the corporations for their

own personal benefit by withdrawing millions in 2008 and 2009, all to the financial detriment of STANSBURY. The BERNSTEINS represented that the money was not being paid as salary or distributions because the funds needed to be held in the corporate bank accounts to show to potential lenders the financial stability of the company.

27. STANSBURY relied upon these continuing representations of Defendants to his detriment. Because STANSBURY was told that potential funding sources for the business needed to see that capital of the company was available, he took no action when he did not receive any compensation for 2009 and paid only $30,000 in 2010.

28. STANSBURY believes that some or all of the funds to which he was entitled and/or assets attributable to such funds were placed into certain entities, including but not limited to BERNSTEIN FAMILY REALTY, LLC and SHIRLEY'S TRUST. For example, based on information and belief, some or all of the funds to which STANSBURY was entitled were invested in certain parcels of real property, which parcels were conveyed to the trustee of SHIRLEY'S TRUST on or about May 20, 2008, including but not limited to a 4,220 square foot oceanfront condominium unit in a complex known as "The ARAGON" in Boca Raton, located at 2494 So. Ocean Boulevard, Boca Raton, Florida and a mansion in St. Andrew's Country Club located at 7020 Lions Head Lane, Boca Raton, Florida.

29. In order to continue their scheme to defraud, SIMON BERNSTEIN and TED BERNSTEIN failed and refused to account for renewal commissions and failed to supply any financial information to STANSBURY concerning LIC Holdings, Inc. or ARBITRAGE INTERNATIONAL MANAGEMENT, LLC.

30. In furtherance of their scheme to deprive STANSBURY of salary he had earned and shareholder distributions to which he was entitled, SIMON BERNSTEIN and TED BERNSTEIN intercepted mail addressed to STANSBURY, removing commission checks representing

commissions due to STANSBURY, deposited the funds into their own accounts and otherwise converted the funds. SIMON BERNSTEIN and TED BERNSTEIN also opened STANSBURY's mail containing checks payable to him which were unrelated to them and the businesses.

31. In 2011, the Defendants BERNSTEIN decided to deceive STANSBURY further. STANSBURY had for years been given K-1 statements reflecting his 10% ownership of LIC Holdings. At the end of 2011, TED BERNSTEIN told STANSBURY that the company accountant had discovered a taxable event which could cause STANSBURY, as an owner of LIC Holdings to pay taxes on phantom income. TED BERNSTEIN promised that if STANSBURY would sign a paper ceding his 10% interest in LIC Holdings, he would not have to pay the tax. TED BERNSTEIN promised he would hold the paper, promising it would not become operative until STANSBURY and the Defendants BERNSTEIN discussed the situation further in the first quarter of 2012.

32. Because of the misrepresentations, willful concealments of material facts, duplicity and deceit practiced by Defendants upon STANSBURY, STANSBURY reasonably believed that Defendants had complied, or intended to comply with their obligations to STANSBURY under the contract between them. STANSBURY, therefore, was prevented from knowing for a period of years that the causes of action ASSERTED HEREIN existed.

33. By the second quarter of 2012, STANSBURY developed the belief that the BERNSTEINS' representations over the years were wholly false and he sought legal counsel.

34. STANSBURY has retained the law firm of Peter M. Feaman, P.A. and has agreed to pay it a reasonable fee for its services rendered herein.

COUNT I - ACCOUNTING
(Against LIC Holdings and ARBITRAGE, for Accounting)

35. STANSBURY hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 34, inclusive.

36. The relationship between STANSBURY and the Defendants, particularly as affected by Defendants' acts described in preceding paragraphs 19 through 27 created a situation where Defendants had sole access to receipts generated by STANSBURY's efforts, and to books and records reflecting said receipts and the other information from which can be calculated all moneys due to STANSBURY under his arrangement with Defendants.

37. The period of time during which STANSBURY has been deprived of monies due him spans approximately four and a half years. The various sources of revenue to Defendants of monies from which the amounts due STANSBURY may be calculated, the manner in which STANSBURY was to be paid, and the amount due STANSBURY all involve extensive and complicated accounts, and STANSBURY's remedy at law cannot be as full, adequate and expeditious as it is in equity.

WHEREFORE, Plaintiff STANSBURY prays for an adjudication of Plaintiff's right to a full and complete accounting from Defendants, LIC Holdings and ARBITRAGE, and for such orders of Court as will require such Defendants to provide STANSBURY with all records and copies of documents from January 1, 2006 to the present, in order to reveal his right to, and the amount of all sums: (a) received as commissions to which STANSBURY was entitled to a share; (b) due to STANSBURY, whether paid or not; (c) paid to STANSBURY, whether for commissions, salary, distributions, expenses or any other reason; (d) paid to each of the BERNSTEIN Defendants out of monies received as commissions; (e) deposits of any and all moneys received as commissions by any Defendants to any accounts, including the name of the

entity whose account was involved, the number(s) of each such account; the address of the branch or other facility through which any Defendant dealt with such entity; (f) calculations as to moneys paid , to be paid, or not to be paid to STANSBURY, together with an award of court costs and such other and further relief as the Court may deem just and proper.

II. BREACH OF ORAL CONTRACT
(Against LIC Holdings, Inc. and Arbitrage International Management, LLC)

38. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 34, inclusive.

39. The arrangement between STANSBURY and Defendants as described in paragraphs 16 and 24 above, constituted a contract between them.

40. An express term of that contract involved the commitment of LIC Holdings and ARBITRAGE to calculate and to pay to STANSBURY all sums due to him under the contract, whether as commissions, salary, distributions, expenses or any other reason.

41. The Defendants initially performed the duties required of them under said contract.

42. However, Defendants breached their contract with STANSBURY by withholding from STANSBURY monies due him under the contract.

43. The withholding of such monies constitutes a material breach of the contract between STANSBURY and LIC Holdings and ARBITRAGE.

44. There is due to STANSBURY from such Defendants all amounts due under said contract, together with prejudgment and post-judgment interest on said amounts.

WHEREFORE, Plaintiff prays for judgment against Defendants, LIC Holdings, Inc. and ARBITRAGE INTERNATIONAL MANAGEMENT, LLC, jointly and severally, in excess of $1,500,000.00 for the amounts due to Plaintiff under the terms of their contract, together with

prejudgment and post-judgment interest, court costs and such other relief as the Court may deem just and proper.

III. BREACH OF FIDUCIARY DUTY
(Against SIMON BERNSTEIN and TED BERNSTEIN ["BERNSTEINS"])

45. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 34, inclusive.

46. At all material times hereto, SIMON BERNSTEIN and TED BERNSTEIN were officers and majority shareholders of LIC Holdings and ARBITRAGE.

47. As shareholders and officers of LIC Holdings and ARBITRAGE, SIMON BERNSTEIN and TED BERNSTEIN did have and have a fiduciary duty to STANSBURY to act in good faith towards STANSBURY and to act in the best interests of LIC Holdings and ARBITRAGE.

48. At all material times hereto, STANSBURY was and is a shareholder of LIC Holdings.

49. STANSBURY reposed trust and confidence in SIMON BERNSTEIN and TED BERNSTEIN as a result of their position as majority shareholders and officers of LIC Holdings and ARBITRAGE.

50. Further, SIMON BERNSTEIN and TED BERNSTEIN held positions of advantage and control over STANSBURY, not only by virtue of their majority shareholder status, but by having access to the accounting books and records of LIC Holdings and ARBITRAGE, to the exclusion of STANSBURY.

51. STANSBURY reasonably believed that the BERNSTEIN Defendants would deal with STANSBURY honestly and fairly and believed that such Defendants had no intention of

hiding from STANSBURY any information as to the amounts due STANSBURY or payment of the money due to STANSBURY.

52. Moreover, when Defendants proposed to STANSBURY that STANSBURY cease being the one to calculate monies due from the commissions received, STANSBURY trusted the BERNSTEINS to make proper, accurate and complete calculations just as STANSBURY had done and to pay STANSBURY accordingly. As majority shareholders and directors of LIC Holdings and ARBITRAGE, the BERNSTEINS were in a superior position of knowledge and control concerning the finances and affairs of those companies.

53. As a result of the foregoing, a fiduciary relationship existed between the BERNSTEINS and STANSBURY and there existed in STANSBURY complete trust in the BERNSTEIN Defendants.

54. The BERNSTEIN Defendants accepted the trust which STANSBURY reasonably placed in them.

55. The BERNSTEIN Defendants breached their fiduciary duty to STANSBURY by repeated conduct of self-dealing and violations of corporate protocol, including:

a) directing LIC Holdings and ARBITRAGE to make payments to third parties not employed by the corporations and who had performed no services on behalf of the corporations for the personal benefit of the BERNSTEINS;

b) directing the corporations to pay for personal expenses of the wives and other friends of the BERNSTEIN Defendants through corporate credit cards and other forms of payment, notwithstanding that they provided no services for the corporations;

c) transferring monies from LIC Holdings and ARBITRAGE to third party entities including the BERNSTEIN Defendants, the BERNSTEIN FAMILY REALTY, LLC and the

SHIRLEY BERNSTEIN TRUST AGREEMENT for the benefit of the BERNSTEINS, personally;

d) paying themselves exorbitant compensation to the exclusion of STANSBURY;

e) treating LIC Holdings and ARBITRAGE as alter egos of themselves and otherwise handling the affairs of LIC Holdings and ARBITRAGE without regard to corporate protocol;

f) failing to convene annual meetings of the stockholders of LIC Holdings and ARBITRAGE, in violation of Florida law;

g) committing corporate waste by unnecessarily expending corporate assets on unrelated corporate activities;

h) failing to account for the revenue and expenses of LIC Holdings and ARBITRAGE to STANSBURY, who was entitled to compensation as an employee and as a minority shareholder;

i) directing LIC Holdings and ARBITRAGE to take actions to reduce the profit of LIC Holdings and ARBITRAGE so as to prevent STANSBURY from earning his just compensation, in violation of prior agreement of the parties.

56. SIMON BERNSTEIN further breached his fiduciary duty owed to STANSBURY as a minority shareholder by neglecting to perform his duties as an officer and director in a prudent and reasonable fashion.

57. Through Defendants BERNSTEINS' willful misrepresentations and withholding of material information as to their intentions and the purposes for which STANSBURY's payments were not being paid, and through their diversion from STANSBURY of amounts which should have been paid to him, such Defendants abused and betrayed STANSBURY's trust and confidence in them to STANSBURY's great detriment. STANSBURY has been deprived of the amounts due him, the precise amount of which cannot be calculated without access to Defendants' books and records and a full accounting by them.

58. The monetary damages suffered by STANSBURY as a result of the foregoing conduct was suffered by STANSBURY individually and not to the corporation LIC Holdings as a whole, because the conduct as described above prevented STANSBURY from obtaining the benefits of the bargain of his oral agreement with the corporations as more particularly described in Count II above.

59. The foregoing conduct by the BERNSTEINS was done with gross and intentional disregard of the rights of STANSBURY as an employee and minority shareholder of LIC Holdings.

WHEREFORE, Plaintiff prays for judgment against Defendants, SIMON BERNSTEIN and TED BERNSTEIN, jointly and severally, for damages in excess of $1,500,000.00 together with prejudgment and post-judgment interest, court costs and such other relief as the Court may deem just and proper. STANSBURY reserves the right to move to amend to request punitive damages in accordance with Florida Law.

IV. CIVIL THEFT
(Against ARBITRAGE INTERNATIONAL MARKETING, LLC)

60. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 34, inclusive.

61. This is an action for Civil Theft under Chapter 772, Florida Statutes, more specifically §772.11, Fla.Stat.

62. In February, 2012 and March, 2012, Defendant ARBITRAGE intercepted two separate checks made payable to William STANSBURY intended as payment to STANSBURY for matters arising wholly outside his business transactions with the BERNSTEINS, LIC Holdings and ARBITRAGE.

63. Notwithstanding that the checks made payable to William STANSBURY was for sums due STANSBURY by a third party not in connection with the aforesaid business transactions, ARBITRAGE and/or someone acting on its behalf, caused the negotiation of STANSBURY's checks, wrongfully endorsing the checks and retaining the sums that should have been payable to STANSBURY.

64. As a result of the foregoing, Defendant ARBITRAGE has been guilty of criminal theft by conversion with the criminal intent to steal his money and deprive STANSBURY of his possession and use thereof.

65. Written demand for payment of all amounts due STANSBURY has been made to Defendants, more than 30 days preceding the filing of this Complaint, to no avail. A copy of the demand letter is attached hereto as Exhibit "A."

WHEREFORE, Plaintiff prays for judgment against Defendant, ARBITRAGE for three times the full amount of the check made payable to STANSBURY, together with pre-judgment interest and post-judgment interest, attorneys' fees, court costs and any other relief this Court deems just and proper.

V. CONVERSION

66. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 60 through 65, inclusive.

67. Further, during 2012, Defendants TED BERNSTEIN, SIMON BERNSTEIN, LIC Holdings, Inc., ARBITRAGE, or someone acting on their behalves, received and cashed in excess of $30,000.00 worth of commissions checks otherwise payable to Plaintiff.

WHEREFORE, Plaintiff prays for judgment for damages against Defendant, ABRITRAGE, SIMON BERNSTEIN, LIC Holdings, Inc. and TED BERNSTEIN, together with

pre-judgment interest and post-judgment interest, court costs and any other relief this Court deems just and proper.

VI. FRAUD IN THE INDUCEMENT
(Against Ted Bernstein and LIC Holdings, Inc.)

68. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 1 through 34, inclusive.

69. In the fourth quarter of 2011, TED BERNSTEIN embarked upon a plan to defraud from STANSBURY his 10% ownership interest in LIC Holdings, Inc. As set forth in paragraph 31 above Defendant TED BERNSTEIN fraudulently induced STANSBURY to sign a document giving up his 10% interest in and to LIC Holdings, Inc.

70. The ceding of his shares in LIC Holdings, Inc. was procured by fraud and STANSBURY relied upon the representations made by BERNSTEIN with regard to signing the document apparently ceding his stock.

71. It was reasonable for STANSBURY to rely on the representations made by BERNSTEIN because at that time STANSBURY was unaware of the breaches of fiduciary duty and breaches of the oral contract that had taken place.

72. As a result of STANSBURY's reliance, STANSBURY has been damaged by the loss of 10% of the shares of LIC Holdings and the rights and remedies to a shareholder related thereto.

WHEREFORE, Plaintiff prays for a judgment for damages against Defendants BERNSTEIN and LIC Holdings, Inc. for the damages caused by the fraudulent conduct of BERNSTEIN as described herein, together with reasonable costs, pre-judgment interest and any other relief this Court deems just and proper.

VII. EQUITABLE LIEN

73. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, paragraphs 1 through 34, above.

74. Defendants, SIMON BERNSTEIN and/or TED BERNSTEIN wrongfully diverted funds from LIC Holdings and ARBITRAGE that rightfully should have been paid to STANSBURY pursuant to their oral agreement.

75. Upon information and belief, SIMON BERNSTEIN and/or TED BERNSTEIN, or both, wrongfully diverted funds from LIC Holdings and/or ARBITRAGE and acquired and/or maintained or improved property located at 7020 Lion's Head Lane, Boca Raton, Florida, legally described as

> Lot 781, St. Andrews Country Club (a PUD) Plat No. 14 according to the plat thereof recorded in Plat Book 57, Page 132 of the public records of Palm Beach County, Florida.

76. Further, upon information and belief, as a result of the funds being wrongfully diverted from LIC Holdings and/or ARBITRAGE, which otherwise rightfully belonged to and should have been paid to STANSBURY, the property legally described as

> Lot 68, Block G Boca Madeira, Unit 2 according to the plat thereof recorded in Plat Book 32, Pages 59 and 60 of the public records of Palm Beach County, Florida, with a property address of 2753 NW 34 Street, Boca Raton, Florida,

was encumbered with a mortgage representing wrongfully diverted funds which were loaned in the form of a second mortgage to Defendant, BERNSTEIN FAMILY REALTY, LLC, a Florida limited liability company.

77. Upon information and belief, as a result of the funds being wrongfully diverted from LIC Holdings and/or ARBITRAGE which otherwise should have been paid to STANSBURY, such funds were used to satisfy a mortgage for the benefit of TED BERNSTEIN on property legally described as

Lot 139, Saturnia Isles, Plat One, recorded in Plat Book 91 at Page 108 of the property records of Palm Beach County, Florida, with a property address of 15807 Menton Bay Court, Delray Beach, Florida

WHEREFORE, Plaintiff prays for the Court to declare and establish an equitable lien in favor of Plaintiff in an amount equal to the funds wrongfully diverted, on the property described herein, and on all other assets of Defendants or third parties as yet unknown, which assets have been purchased wholly or in part, improved or benefitted by the diverted funds due Plaintiff, together with court costs and such other and further relief as this Court may deem just and proper.

VIII. CONSTRUCTIVE TRUST

78. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, preceding paragraphs 73 through 77 above.

WHEREFORE, Plaintiff prays for the Court to declare and establish a constructive trust in favor of Plaintiff on the property described in paragraphs 75 through 77 in an amount equal to the funds wrongfully diverted and on all assets of Defendants or third parties as yet unknown, which assets have been purchased wholly or partly, improved or mortgaged by the diversion of said funds due Plaintiff. Plaintiff further prays for an award of court costs and such other and further relief as the Court may deem just and proper.

IX. VIOLATION OF FLA. STAT. 607.1602
(As to Defendant, LIC Holdings, Inc.)

79. Plaintiff hereby reiterates and incorporates herein by reference, as if fully restated herein, paragraphs 1 through 34, above.

80. STANSBURY owns 10% of the issued and outstanding shares of LIC Holdings and has owned these shares since 2006.

81. Pursuant to §607.1602 Fla. Stat. (2012), STANSBURY made demand on LIC Holdings to inspect and copy certain records. A copy of the Demand is attached hereto as Exhibit "A." LIC Holdings refused to respond to the request in direct violation of 607.1602 Fla. Stat. (2012).

82. Section 607.1604(2) Fla. Stat. (2012) states:

> If a corporation does not, within a reasonable time, allow a shareholder to inspect and copy any other record, the shareholder who complies with §607.1602(2) and (3) may apply to the Circuit Court in the county where the corporation's principal office is located for an order to permit inspection and copying of the records demanded.

83. Section 607.1604 Fla. Stat. (2012) requires that the court dispose of an application brought under this section "on an expedited basis."

84. Pursuant to §607.1604(2) Fla. Stat. (2012), Plaintiff requests that this court summarily order inspection and copying of the record previously demanded at the corporation's expense.

85. Pursuant to §607.1604(3) Fla. Stat. (2012), STANSBURY is entitled to an award of his costs including reasonable attorneys' fees incurred in order to obtain the order and enforce his rights unless the corporation or its officers, director or agent proves that the refusal of the inspection is made in good faith because the corporation had a reasonable basis for doubt about the right of the shareholder to inspect or copy the records demanded.

WHEREFORE, Plaintiff, WILLIAM E. STANSBURY requests this Honorable Court to summarily order inspection and copying of the records of LIC Holdings, Inc. previously demanded, at the corporation's expense, together with an award of reasonable costs and attorneys' fees incurred herein.

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that the above and foregoing has been forwarded via e-mail at swergoldj@gtlaw.com; ciaffik@gtlaw.com; steffesj@gtlaw.com; and FLService@gtlaw.com to Jon Swergold, Esq., Greenberg Traurig, P.A., 401 East Las Olas Blvd., Suite 2000, Fort Lauderdale, FL 33301 this 12 day of FEBRUARY, 2013.

PETER M. FEAMAN, P.A.
3615 W. Boynton Beach Blvd.
Boynton Beach, FL 33436
Tel.: 561073405552
Fax: 561-734-5554
pfeaman@feamanlaw.com

By: Peter M. Feaman
Peter M. Feaman
Florida Bar No.: 0260347

The Law Offices
of
PETER M. FEAMAN, P.A.
Strategic Counselor. Proven Advocate.™

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Nancy E. Guffey, Esq.
Of Counsel

Telephone: (561) 734-5552
Facsimile: (561) 734-5554
pfeaman@feamanlaw.com

June 20, 2012

Via Certified Mail, Return Receipt Requested

PERSONAL and CONFIDENTIAL
Mr. Ted Bernstein, President
LIC Holdings, Inc.
950 Peninsula Corp Circle
Suite 3010
Boca Raton, FL 33487

Re: William (Bill) Stansbury

Dear Mr. Bernstein:

The undersigned represents William (Bill) Stansbury and we are writing this letter on his behalf. Mr. Stansbury received your proposed letter agreement reflecting LIC Holdings' proposal to indemnify its shareholders concerning policies sold under the Cambridge Financing Program. As a result of your proposal, Mr. Stansbury has reviewed with me in detail his dealings with you and your companies over the past 4 to 5 years.

After reviewing the facts with Mr. Stansbury, some of which will be summarized below, I was shocked that he had not consulted legal counsel until now. Be that as it may, and based upon the facts presented to us, we believe you have engaged in fraud, civil theft, breaches of fiduciary duties, and breach of contract, just to name a few. The purpose of this letter is to a). respond to your indemnity proposal and b). request that you pass this letter on to your counsel immediately in the off-chance that these very serious matters can be resolved prior to the filing of legal action. The issues can be summarized as follows:

1. The first issue concerns you and your company's failure to pay salary compensation to Mr. Stansbury. Mr. Stansbury has been making inquiries concerning this for the past 5 months, but to no avail. Mr. Stansbury's claim for unpaid salary arises from three categories:

EXHIBIT A

a. Failure to pay salary based on net retained commissions.

i. Based upon reports prepared by your company for the period of 2007 through 2011, LIC Holdings, Inc. and/or Arbitrage International Holdings, n/k/a Arbitrage International Management, LLC, received $35,384,246.00 in net retained commissions. According to Mr. Stansbury's salary arrangement, he is entitled to 15% of those net retained commissions, which amounts to $5,307,636.90. During this time period, Mr. Stansbury's salary compensation was $2,844,910.00. The shortfall in salary owed to Mr. Stansbury is $2,462,726.90.

ii. There is salary compensation owed to Mr. Stansbury as a result of bridge loans in 2008. You received a $2,000,000.00 settlement in 2010 resulting from the resolution of a lawsuit involving Global Secured Capital. Mr. Stansbury is entitled to 15% of those funds, which is $300,000.00.

iii. In addition, you received $507,891.00 in commissions in connection with the Biviano matter. Mr. Stansbury is entitled to 15% of those funds, which is $76,183.65.

iv. In April of 2012, you received three commissions totaling approximately $200,000.00 in the Levine, Wiss and Berley matters. Mr. Stansbury has been requesting payment of this for weeks, again to no avail. Mr. Stansbury is due salary compensation for these items in the amount of $30,000.00.

Therefore, Mr. Stansbury's total claim for salary arising out of net retained commissions is approximately $2,868,910.55.

The liability for payment of this salary is not limited to LIC Holdings, Inc. or Arbitrage International Management, LLC. This liability also flows to you individually as a result of your breaches of your fiduciary duty owed to Mr. Stansbury and utter failure to abide by corporate governance standards, which conduct is more particularly described below.

b. Mr. Stansbury is also due unpaid salary based on 15% of all renewal commissions since 2008. Mr. Stansbury's salary claim for renewal commissions cannot as yet be determined with specificity due to the fact that you and your office have been opening mail directed to Mr. Stansbury and negotiating checks made payable to him by falsifying his endorsement and depositing those checks into accounts which only you control. This conduct constitutes civil theft and breach of fiduciary duty. We believe this claim amounts to hundreds of thousands of dollars.

c. Salary compensation for 2008. Mr. Stansbury has recently learned that you and Mr. Simon Bernstein received $8,982,124.00 in salary in 2008. By contrast, Mr. Stansbury received $420,018.00, paid to him in January 2008, based on policies sold in 2007. He received zero (no salary compensation) for his 2008 production. It is obvious that you and Simon treated your corporations as personal ATM machines, while completely ignoring your fiduciary

responsibilities to your employee and minority shareholder, Mr. Stansbury. It further appears that after the exorbitant salaries were paid to you, you then loaned the money back to the corporation at an interest rate significantly above market rates in order to meet the cash flow needs of the various entities, again, clearly disregarding your corporate governance responsibilities.

2. Indemnification issues.

Mr. Stansbury has been served with three lawsuits from Phoenix Insurance Company and one from Mr. Wright seeking indemnification as a result of agent misconduct which was in no way attributable to the conduct of Mr. Stansbury. Although all of these matters have been settled, because he was the qualifying agent of record for other policies, he could be the subject of future litigation for refunds of commissions paid. All of these commissions were paid over to you or your companies.

The Indemnification Agreement which you sent to Mr. Stansbury is completely insufficient. You have a duty as a matter of law to indemnify Mr. Stansbury. Your offer of future indemnity is contingent upon "all" commissions that have been received by LIC's present or past shareholders be turned over to LIC. This is nothing short of extortion. Further, your second paragraph states that LIC is "presently insolvent" and has a "negative net worth." You then conclude with the sentence that with the indemnification agreement in place, LIC "may" have sufficient funds to meet its current obligations. Therefore, a simple indemnification from LIC Holdings to Mr. Stansbury is insufficient. Any such indemnification would have to be personally guaranteed by you and Mr. Simon Bernstein.

3. Unauthorized interception of U.S. Mail.

I have been given the understanding that your office has been opening mail directed to Mr. Stansbury personally. This is a federal offense and also constitutes a breach of the fiduciary duty you owe to Mr. Stansbury as an employee and minority shareholder.

There has been no accounting to Mr. Stansbury for any of the checks which may have been sent to him personally on which his signature has been forged, the checks cashed and placed out of the reach of Mr. Stansbury. In 2012, Mr. Stansbury has been receiving checks from Phoenix Life Insurance Company and TransAmerica Life Insurance Company. Mr. Stansbury has been holding these checks. They have now been remitted to the undersigned as attorney for Mr. Stansbury. This office is holding these funds in a separate interest-bearing trust account pending the resolution of this matter.

With regard to all of the other insurance companies for whom Mr. Stansbury is listed as the qualifying agent, he has now informed those companies that all future renewal commissions paid to him personally be sent to Mr. Stansbury at his home address. These funds will then be remitted to the undersigned counsel of record for Mr. Stansbury. We will place these funds in a separate interest-bearing trust account as well. Any attempts by you to contact these insurance

companies will be considered a tortious interference of his business relationship and such activity will be added as a claim in any future legal proceedings.

4. Shareholder status.

Mr. Stansbury has been a 10% shareholder of LIC Holdings, Inc., pursuant to the terms of a Shareholders Agreement. On behalf of Mr. Stansbury, demand is hereby made, pursuant to Florida Statute 607.1602, for inspection of the corporate records including the following:

I. Minutes of the Board of Directors meetings from January 1, 2008 to the present.

II. Minutes of Shareholders' meetings from January 1, 2008 to the present.

III. Records of any actions taken by the Shareholders and/or the Board of Directors without a meeting, from January 1, 2008 to the present.

IV. Accounting and financial records of LIC Holdings, Inc., Arbitrage International Management, LLC, formerly known as Arbitrage International Holdings, LLC, and all other subsidiary or affiliated companies under your control, including, without limitation, income tax returns, general ledgers, balance sheets, profit and loss statements, stock books, bank statements, loan agreements or guarantees, and any other financial books and records from January 1, 2008 to the present.

Mr. Stansbury is seeking to inspect these records in good faith and for the purpose of determining if misappropriation of corporate assets for improper purposes has previously taken or is presently taking place.

I have been made aware of a letter dated December 22, 2011 in which Mr. Stansbury purportedly "ceded" his shares of stock in LIC Holdings, Inc. back to the company. This letter was obtained under false pretenses and is not recognized by Mr. Stansbury as validly conveying his ownership interest in LIC Holdings, Inc.

Please have your legal counsel contact us within ten (10) days. Should we fail to receive a response within that time, Mr. Stansbury will take legal action to protect his rights and interests.

Very truly yours,

PETER M. FEAMAN, P.A.

By: Peter M. Feaman

Peter M. Feaman

PMF/mk
cc: William Stansbury
CC Riggs (e-mail)

00001

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT,
IN AND FOR PALM BEACH COUNTY, FLORIDA
PROBATE/GUARDIANSHIP DIVISION IY
CASE NO.: 502011CP000653XXXXSB

IN RE: THE ESTATE OF:
SHIRLEY BERNSTEIN,
Deceased
_____/

ELIOT IVAN BERNSTEIN, PRO SE,
Petitioner,
vs.

TESCHER & SPALLINA, P.A., (AND ALL PARTNERS, ASSOCIATES AND OF COUNSEL); ROBERT L. SPALLINA (BOTH PERSONALLY & PROFESSIONALLY); DONALD R. TESCHER (BOTH PERSONALLY & PROFESSIONALLY); THEODORE STUART BERNSTEIN (AS ALLEGED PERSONAL REPRESENTATIVE, TRUSTEE, SUCCESSOR TRUSTEE) (BOTH PERSONALLY & PROFESSIONALLY); AND JOHN AND JANE DOE'S (1-5000),
Respondents.
_____/

TRANSCRIPT OF PROCEEDINGS
BEFORE
THE HONORABLE MARTIN H. COLIN

South County Courthouse
200 West Atlantic Avenue, Courtroom 8
Delray Beach, Florida 33344

Friday, September 13, 2013
1:30 p.m. - 2:15 p.m.

Stenographically Reported By:
JESSICA THIBAULT

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APPEARANCES

On Behalf of the Petitioner:
ELIOT IVAN BERNSTEIN, PRO SE
2753 NW 34th Street
Boca Raton, Florida 33434

MR. MANCERI: That's when the order was signed, yes, your Honor.
THE COURT: He filed it, physically came to court.
MR. ELIOT BERNSTEIN: Oh.
THE COURT: So let me see when he actually filed it and signed the paperwork. November. What date did your dad die?
MR. ELIOT BERNSTEIN: September. It's hard to get through. He does a lot of things when he's dead.
THE COURT: I have all of these waivers by Simon in November. He tells me Simon was dead at the time.
MR. MANCERI: Simon was dead at the time, your Honor. The waivers that you're talking about are waivers from the beneficiaries, I believe.
THE COURT: No, it's waivers of

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accountings.
MR. MANCERI: Right, by the beneficiaries.
THE COURT: Discharge waiver of service of discharge by Simon, Simon asked that he not have to serve the petition for discharge.
MR. MANCERI: Right, that was in his petition. When was the petition served?
THE COURT: November 21st.
MR. SPALLINA: Yeah, it was after his date of death.
THE COURT: Well, how could that happen legally? How could Simon --
MR. MANCERI: Who signed that?
THE COURT: -- ask to close and not serve a petition after he's dead?
MR. MANCERI: Your Honor, what happened was is the documents were submitted with the waivers originally, and this goes to Mr. Bernstein's fraud allegation. As you know, your Honor, you have a rule that you have to have your waivers notarized. And the original waivers that were submitted were not notarized, so they were kicked back by the clerk. They were then notarized by a staff person from Tescher and Spallina admittedly in error. They

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should not have been notarized in the absentia of the people who purportedly signed them. And I'll give you the names of the other siblings, that would be Pamela, Lisa, Jill, and Ted Bernstein.

THE COURT: So let me tell you because I'm going to stop all of you folks because I think you need to be read your Miranda warnings.

MR. MANCERI: I need to be read my Miranda warnings?

THE COURT: Everyone of you might have to be.

MR. MANCERI: Okay.

THE COURT: Because I'm looking at a formal document filed here April 9, 2012, signed by Simon Bernstein, a signature for him.

MR. MANCERI: April 9th, right.

THE COURT: April 9th, signed by him, and notarized on that same date by Kimberly. It's a waiver and it's not filed with The Court until November 19th, so the filing of it, and it says to The Court on November 19th, the undersigned, Simon Bernstein, does this, this, and this. Signed and notarized on April 9, 2012. The notary said that she witnessed Simon

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sign it then, and then for some reason it's not filed with The Court until after his date of death with no notice that he was dead at the time that this was filed.

MR. MANCERI: Okay.

THE COURT: All right, so stop, that's enough to give you Miranda warnings. Not you personally --

MR. MANCERI: Okay.

THE COURT: Are you involved? Just tell me yes or no.

MR. SPALLINA: I'm sorry?

THE COURT: Are you involved in the transaction?

MR. SPALLINA: I was involved as the lawyer for the estate, yes. It did not come to my attention until Kimberly Moran came to me after she received a letter from the Governor's Office stating that they were investigating some fraudulent signatures on some waivers that were signed in connection with the closing of

6/22/95

Form SS-4 (Rev. August 1989) Department of the Treasury Internal Revenue Service

Application for Employer Identification Number

(For use by employers and others. Please read the attached instructions before completing this form.) Please type or print clearly.

OMB No. 1545-0003 (Expires 7-31-92)

65 6178916

1 Name of applicant (True legal name) (See instructions.)
Simon Bernstein Irrevocable Life Insurance Trust

2 Trade name of business, if different from name in line 1

3 Executor, trustee, "care of" name
Shirley Bernstein

4a Mailing address (street address) (room, apt., or suite no.)
7020 Lions Head

4b City, state, and ZIP code
Boca Raton, FL 33496

5a Address of business (See instructions.)

5b City, state, and ZIP code

6 County and state where principal business is located

7 Name of principal officer, grantor, or general partner (See instructions.) ▷ [illegible] Soc. Sec. # 371-32-5211

8a Type of entity (Check only one box.) (See instructions.)
- ☐ Individual SSN
- ☐ REMIC
- ☐ State/local government
- ☐ Other nonprofit organization (specify)
- ☐ Other (specify) ▷
- ☐ Estate
- ☐ Plan administrator SSN
- ☐ Other corporation (specify)
- ☐ Personal service corp.
- ☐ National guard
- ☐ Federal government/military
- ☒ Trust
- ☐ Partnership
- ☐ Farmers' cooperative
- ☐ Church or church controlled organization

If nonprofit organization, enter GEN (if applicable)

8b If corporation, give name of foreign country (if applicable) or state in the U.S. where incorporated ▷ | Foreign country | State

9 Reason for applying (Check only one box)
- ☐ Started new business
- ☐ Hired employees
- ☐ Created a pension plan (specify type) ▷
- ☐ Banking purpose (specify) ▷
- ☐ Changed type of organization (specify) ▷
- ☐ Purchased going business
- ☒ Created a trust (specify) ▷ Insurance Trust
- ☐ Other (specify) ▷

10 Date business started or acquired (Mo., day, year) (See instructions.)
June 1, 1995

11 Enter closing month of accounting year. (See instructions.)
December 31

12 First date wages or annuities were paid or will be paid (Mo., day, year). Note: If applicant is a withholding agent, enter date income will first be paid to nonresident alien. (Mo., day, year) ▷

13 Enter highest number of employees expected in the next 12 months. Note: If the applicant does not expect to have any employees during the period, enter "0." ▷	Nonagricultural	Agricultural	Household

14 Does the applicant operate more than one place of business? ☐ Yes ☐ No
If "Yes," enter name of business. ▷

15 Principal activity or service (See instructions.) ▷

16 Is the principal business activity manufacturing? ☐ Yes ☐ No
If "Yes," principal product and raw material used ▷

17 To whom are most of the products or services sold? Please check the appropriate box. ☐ Business (wholesale) ☐ N/A
☐ Public (retail) ☐ Other (specify) ▷

18a Has the applicant ever applied for an identification number for this or any other business? ☐ Yes ☒ No
Note: If "Yes," please complete lines 18b and 18c.

18b If you checked the "Yes" box in line 18a, give applicant's true name and trade name, if different than name shown on prior application.
True name ▷ Trade name ▷

18c Enter approximate date, city, and state where the application was filed and the previous employer identification number if known.
Approximate date when filed (Mo., day, year) | City and state where filed | Previous EIN

Under penalties of perjury, I declare that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.
Name and title (Please type or print clearly.) ▷ Shirley Bernstein, Trustee
Telephone number (include area code) 407-477-9991
Signature ▷ X
Date ▷ June 21, 1995

Note: Do not write below this line. For official use only.

Please leave blank ▷	Geo.	Ind.	Class	Size	Reason for applying

For Paperwork Reduction Act Notice, see attached instructions. Cat. No. 16055N Form SS-4 (Rev. 5-89)

EXHIBIT tabbies D

BT000104

CLAIMANT STATEMENT

DECEDENT INFORMATION

1. Name of Deceased (Last, First Middle): Bernstein, Simon Leon
2. Social Security Number of Deceased:
3. If the Deceased was known by any other names such as maiden name, hyphenated name, derivative form of first and/or middle name or an alias, please provide them below.
4. Policy Number(s): 1009208
5. If policy is lost or not available, please explain: unable to locate, policy is 30 years old
6. Deceased's Date of Death: 09/13/12
7. Cause of Death: natural causes
8. ☐ Natural ☐ Accidental ☐ Suicide ☐ Homicide ☐ Pending

CLAIMANT INFORMATION

9. Claimant Name (Last, First, Middle) If trust, please list trust name and complete Trustee Certification section: Simon Bernstein Irrevocable Insurance Trust
10. Street Address:
11. City:
12. State and Zip:
13. Daytime Phone Number:
14. Date of Birth:
15. Social Security or Tax ID Number: 605-61-7896
16. Relationship to Deceased:
17. I am filing this claim as:
☐ an individual who is named as a beneficiary under the policy
☐ a Trustee of a Trust which is named as a beneficiary under the policy
☐ an Executor of Estate which is named as a beneficiary under the policy
☐ Other
18. Are you a U.S. Citizen? ☐ Yes ☐ No
If "No" please list country of citizenship
19. **Policies subject to Viatical / Life Settlement transactions** - Are you a viatical settlement provider, life settlement provider, the receiver or conservator of viatical or life settlement company, a viatical or life financing entity, trustee, agent, securities intermediary or other representative of a viatical or life settlement provider or an individual or entity which has sold us this policy as a viatical or life settlement? ☐ Yes ☐ No

CLAIMANT INFORMATION (to be completed if 2nd claimant if any)

20. Claimant Name (Last, First, Middle) If trust, please list trust name and complete Trustee Certification section:
21. Street Address:
22. City:
23. State and Zip:
24. Daytime Phone Number:
25. Date of Birth:
26. Social Security or Tax ID Number:
27. Relationship to Deceased:
28. I am filing this claim as:
☐ an individual who is named as a beneficiary under the policy
☐ a Trustee of a Trust which is named as a beneficiary under the policy
☐ an Executor of Estate which is named as a beneficiary under the policy
☐ Other
29. Are you a U.S. Citizen? ☐ Yes ☐ No
If "No" please list country of citizenship
30. **Policies subject to Viatical / Life Settlement transactions** - Are you a viatical settlement provider, life settlement provider, the receiver or conservator of viatical or life settlement company, a viatical or life financing entity, trustee, agent, securities intermediary or other representative of a viatical or life settlement provider, or an individual or entity which has sold us this policy as a viatical or life settlement? ☐ Yes ☐ No

YOUR SIGNATURE IS REQUIRED ON THE NEXT PAGE.

EXHIBIT tabbies E

ET000100

CLAIMANT STATEMENT

SETTLEMENT OPTIONS

The policy may contain one or more settlement options, such as Interest Payments, Installments for a Specified Amount, Life Annuity, Life Annuity with Period Certain, and/or Joint Life and Survivor Annuity. You may choose to receive a lump sum payment or another settlement option available on the policy under which a claim is made. For more information, refer to the optional methods of policy settlement provided in the policy or contact us at the mailing address noted on the front of the claim form.

If you wish to select a settlement option, please indicate your settlement selection by name (not by number) on the line below after you have carefully reviewed the options available in the policy. Availability of settlement options are subject to the terms of the policy. If you do not choose a settlement option, we will [illegible] settlement to you.

Name of Settlement Option from Policy

Important Information About the USA PATRIOT Act

To help fight the funding of terrorism and money-laundering activities, the U.S. government has passed the USA PATRIOT Act, which requires banks, including our processing agent bank, to obtain, verify and record information that identifies persons who engage in certain transactions with or through a bank. This means that we will need to verify the name, residential or street address (no P.O. Boxes), date of birth and social security number or other tax identification number of all account owners.

SUBSTITUTE FORM FOR IRS FORM W-9

This information is being collected on this form versus IRS form W-9 and will be used for supplying information to the Internal Revenue Service (IRS). Under penalty of perjury, I certify that 1) the tax ID number above is correct (or I am waiting for a number to be issued to me), 2) I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3) I am a U.S. person (including a U.S. resident alien). Please cross through item 2 if you have been notified by the IRS that you are subject to backup withholding because you have failed to report all interest and dividends on your tax return.

SIGNATURES

I/We do hereby make claim to said insurance, declare that the answers recorded above are complete and true, and agree that the furnishing of this and any supplemental forms do not constitute an admission by the Company that there was any insurance in force on the life in question, nor a waiver of its rights or defenses.

For Residents of New York: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

For Residents of All Other States: See the Fraud Information section of this claim form.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Signature of Claimant and Title — Date

Signature of Second Claimant, if any, and Title — Date

BT000101

CLAIMANT STATEMENT

TRUSTEE CERTIFICATION

TRUSTEE CERTIFICATION (to be completed only if trust is claiming proceeds)

COMPLETE THIS SECTION ONLY IF A TRUST IS CLAIMING BENEFITS
Please include a copy of the trust agreement, including the signature page(s) and any amendments

I/We, the undersigned trustee(s), represent and warrant that the copy of the trust agreement, which we will provide you pursuant to this certification, is a true and exact copy of said agreement, that said agreement is in full force and effect, and that we have the authority to make this certification.

Generation Skipping Transfer Tax Information - THIS MUST BE COMPLETED FOR PAYMENT

I/We the undersigned, on oath, deposes and states as follows with respect to the possible application of the Generation Skipping Transfer (GST) tax to the death benefit payment.(Mark the appropriate item)

____ 1 The GST tax does not apply because the death benefit is not included in the decedent's estate for federal estate tax purposes

____ 2 The GST tax does not apply because the GST tax exemption will offset the GST tax

✓ 3. The GST tax does not apply because at least one of the trust beneficiaries is not a "skipped" person

____ 4 The GST tax does not apply because of the reasons set forth in the attached document (Please attach document setting forth the reasons why you believe the GST tax does not apply.)

____ 5. The GST tax may apply. As a result, the death benefit payment IS subject to withholding of the applicable GST tax. Enclosed is the completed Schedule R-1 (Form 706) for submission to the Internal Revenue Service.

Name of Trust	Date of Trust Agreement
Simon Bernstein Irrevocable Insurance Trust	06/01/1995
Date of all Amendments	Trust Tax ID Number
	65 61 78916

Printed Name of Trustee(s)	Signature(s)
a Robert L. Spallina	
b	
c	
d	

BT000103

TS006391

LAW OFFICES
TESCHER & SPALLINA, P.A.

BOCA VILLAGE CORPORATE CENTER I
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FLORIDA 33431

TEL 561-997-7008
FAX 561-997-7308
TOLL FREE 888-997-7008
WWW.TESCHERSPALLINA.COM

ATTORNEYS
DONALD R. TESCHER
ROBERT L. SPALLINA
LAUREN A. GALVANI

SUPPORT STAFF
DIANE DUSTIN
KIMBERLY MORAN
SUANN TESCHER

December 6, 2012

VIA FACSIMILE: 803-333-4936
Attn: Bree
Claims Department
Heritage Union Life Insurance Company
1275 Sandusky Road
Jacksonville, IL 62651

Re: **Insured: Simon L. Bernstein**
Contract No.: 1009208

Dear Bree:

As per our earlier telephone conversation:

- We are unable to locate the Simon Bernstein Irrevocable Insurance Trust dated June 1, 1995, which we have spent much time searching for.
- Mrs. Shirley Bernstein was the initial beneficiary of the 1995 trust, but predeceased Mr. Bernstein.
- The Bernstein children are the secondary beneficiaries of the 1995 trust
- We are submitting the Letters of Administration for the Estate of Simon Bernstein showing that we are the named Personal Representatives of the Estate
- We would like to have the proceeds from the Heritage policy released to our firm's trust account so that we can make distributions amongst the five Bernstein children
- If necessary, we will prepare for Heritage an Agreement and Mutual Release amongst all the children.
- We are enclosing the SS4 signed by Mr. Bernstein in 1995 to obtain the EIN number for the 1995 trust.

If you have any questions with regard to the foregoing, please do not hesitate to contact me.

Sincerely,

Robert L. Spallina

ROBERT L. SPALLINA

RLS/km

Enclosures

EXHIBIT
tabbies
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ST000083

We are going to do what is necessary to have the proceeds paid where they were intended to be paid, as quickly as possible now. If you think I am factually incorrect about any of this, please either call me or email me and explain where I may be wrong. It goes without saying, this is not my expertise. I am processing the same information that everyone else is working with and this is how I see it.

Ted

This is my analysis on the Heritage payout thus far. First, I would like to review the insurance policy as well as the official statements respecting investment returns, use of returns to pay premiums and loans taken from the policy. I understand Ted and Pam have the policy, and do not understand why Mr. Spallina thinks it is curious that I also want to review these materials. Second, I understand the expressed concerns that if the proceeds are paid to the estate then the proceeds would be subject to the claims of creditors of the estate. It is my understanding that the "plan" is to have the proceeds payable to a trust to avoid creditor claims; however, I have also been counseled that if a trust is utilized an estate creditor can challenge the trust transaction as a fraudulent conveyance used to avoid the creditor's claim. We have been told that Dad designated his 1995 trust as his beneficiary with Heritage. We were also told that that trust cannot be located. I would also like to review an affidavit that indicates the precise steps that were taken and by whom and with whom to locate the 1995 trust, and I would imagine that Heritage will require the same. Heritage, we were told, is now saying that the proceeds may have to go to the State under the applicable escheat laws, so Mr. Spallina is telling us that if Heritage accepts a new trust with all potential beneficiaries agreeing to the mechanism, that Heritage may pay the proceeds to this new trust and not to the State. I have been told that the reason the law requires a trust document (and not simply statements from someone who claims they saw the trust) is that it demonstrates Dad's desires, and because Dad had the right to change his mind and thus the beneficiaries under the trust, nothing short of the actual 1995 trust document may be sufficient to Heritage. Last, because the 1995 trust document cannot be located, the proceeds should go to the beneficiaries under [Article IV 2j] and [Article III] of Dad's will, which picks up insurance proceeds under failed beneficiary designations. Under Dad's will and trust, these amounts, like the rest of his estate goes to his grandchildren in equal parts. Thus, to the extent it is decided to use a new trust to avoid the escheat laws, the only beneficiaries that may be acceptable to me is the grandchildren. As I stated above, I and my siblings should remain concerned that any estate creditor could challenge the transaction as a fraudulent conveyance. Also, having the 5 children as beneficiaries with each having the right to disclaim in favor of their children (i.e., Dad's grandchildren) is not acceptable for 2 reasons. First, such a scheme is not consistent with Dad's wishes under his will and trust agreement. Whatever Dad may have provided under the 1995 trust is both unknown and not relevant as stated above. The second reason is simple economics. My kids would get a 33% distribution under the proper method, but only 20% under the other scheme.
Regards,

Ted Bernstein - President

Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, FL 33487
Tel: 561.988.8984
Toll Free: 866.395.8984
Fax: 561.988.0833
Email: Tbernstein@lifeInsuranceConcepts.com
www.LifeInsuranceConcepts.com

EXHIBIT
tabbies
G

BT000052

TS006393

Robert Spallina

From: Christine Yates [cty@TrippScott.com]
Sent: Wednesday, January 30, 2013 6:17 AM
To: Robert Spallina
Cc: 'Eliot Ivan Bernstein'
Subject: RE: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Heritage Policy

Robert, after discussions with my client, he is not in agreement with the plan proposed below. A more formal letter will follow.

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Tuesday, January 29, 2013 11:43 AM
To: Ted Bernstein; Lisa Friedstein; Pam Simon; Jill Iantoni; Christine Yates
Cc: Kimberly Moran
Subject: RE: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Heritage Policy

I am following up on our telephone conference from last week. Ted has contacted me about circulating a draft of the settlement agreement that would be presented to the court. Again, prior to preparing an agreement, I want to make sure that you are ALL in agreement that the proceeds do not come to the estate. I can tell you that your father planned his estate intending and believing that the five children would split the proceeds equally. We would like to see his wishes carried out and not have the proceeds paid to the estate where they could be subject to creditor claims prior to being split in equal shares among the grandchildren. Please advise if you are in agreement to move forward to petition the court for an order that would split the proceeds equally among the five of you.

Robert L. Spallina, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
E-mail: rspallina@tescherspallina.com

If you would like to learn more about TESCHER & SPALLINA, P.A., please visit our website at www.tescherspallina.com

The information contained in this message is legally privileged and confidential information intended only for the use of the individual or entity named above. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. If you have received this communication in error, please immediately notify us by e-mail or telephone. Thank you.

From: Robert Spallina
Sent: Wednesday, January 23, 2013 1:14 PM
To: Ted Bernstein
Cc: Lisa Friedstein; Pam Simon; Jill Iantoni; Christine Yates; Kimberly Moran
Subject: Re: Heritage Policy

Kim will send.

Sent from my iPhone

On Jan 23, 2013, at 1:11 PM, "Ted Bernstein" <tbernstein@lifeinsuranceconcepts.com> wrote:

Robert Spallina

From: Jill Iantoni [jilliantoni@gmail.com]
Sent: Tuesday, January 29, 2013 3:39 PM
To: Robert Spallina
Subject: Re: Heritage Policy

Thanks

Jill Iantoni
Iantoni_jill@ne.bah.com
Recruiting Services
Booz | Allen | Hamilton

On Jan 29, 2013, at 2:03 PM, "Robert Spallina" <rspallina@tescherspallina.com> wrote:

> The claim could be open for a long time but if it is cleared up then the money would be free from creditor claims. I do not know if there is a time frame for a pay out but if the proceeds are paid to the estate then your father's intent is not carried out.
>
> **From:** Jill Iantoni [mailto:jilliantoni@gmail.com]
> **Sent:** Tuesday, January 29, 2013 12:45 PM
> **To:** Robert Spallina
> **Cc:** Jill Iantoni
> **Subject:** Re: Heritage Policy
>
> Hi Robert,
>
> If the money stays at the insurance company until the Bill S. claim is cleared up, can we then decide if ALL five are in agreement and if not, wouldn't that money be free from creditors at that point? Is there a time fram that the money has to leave the insurance company and be paid out?
>
> Thanks.
> Jill
>
> On Tue, Jan 29, 2013 at 10:42 AM, Robert Spallina <rspallina@tescherspallina.com> wrote:
>
> I am following up on our telephone conference from last week. Ted has contacted me about circulating a draft of the settlement agreement that would be presented to the court. Again, prior to preparing an agreement, I want to make sure that you are ALL in agreement that the proceeds do not come to the estate. I can tell you that your father planned his estate intending and believing that the five children would split the proceeds equally. We would like to see his wishes carried out and not have the proceeds paid to the estate where they could be subject to creditor claims prior to being split in equal shares among the grandchildren. Please advise if you are in agreement to move forward to petition the court for an order that would split the proceeds equally among the five of you.

BT000062

From: Jill Iantoni [mailto:jilliantoni@gmail.com]
Sent: Thursday, January 24, 2013 3:12 PM
To: Robert Spallina
Cc: Jill Iantoni
Subject: Bernstein Estate 1/24/2013

Hi Robert,

thanks for todays call. Three questions.

One, if the 5 kids do NOT all agree that we should split the insurance proceeds amongst the 5 of us, what happens to the insurance proceeds? Can 4 out of 5 (or whatever the number is) over rule and move forward with the court hearing requesting that the insurance proceeds get paid out to the 5 children? If that is a NO, do the proceeds go directly to the estate? If the answer is the 10 grandchildren, will that be subject to creditors or would that money get paid out quickly (just as it would to the 5 of us) and avoid any potential law suit/creditors?

Two, if any of the 5 children have personal counsel representing them, are they allowed to have their bills sent to you/Estate for payment? If yes, is there a provision that the others can put in place that regulates the amount/or a provision that states it come out of their child(ren) portion of the estate?

Can you also clarify, that based on the conversation today, there is a chance that Bill S. case will be null and void and even if it is not, it is not towards Si Bernstein or his estate? Did I understand that correctly?

Thanks so much,

Jill

Robert Spallina

From: Robert Spallina
Sent: Tuesday, January 22, 2013 12:38 PM
To: 'Jill Iantoni'
Cc: Ted Bernstein; Lisa Friedstein; Pam Simon; Christine Yates; Kimberly Moran
Subject: RE: Heritage Policy

We can discuss on Thursday but yes and no

From: Jill Iantoni [mailto:jilliantoni@gmail.com]
Sent: Tuesday, January 22, 2013 12:36 PM
To: Robert Spallina
Cc: Ted Bernstein; Lisa Friedstein; Pam Simon; Christine Yates; Kimberly Moran
Subject: Re: Heritage Policy

That time works for me/Jill.

Robert, if the proceeds go to the estate/grandchildren's share, is there a chance that creditors could get this money AND would this amount of 1.7 Million put the estate over 5.1 Million, where it would be taxed?

Thanks
Jill

On Tue, Jan 22, 2013 at 11:16 AM, Robert Spallina <rspallina@tescherspallina.com> wrote:

I received a letter from the company requesting a court order to make the distribution of the proceeds consistent with what we discussed. I have traded calls with their legal department to see if I can convince them otherwise. I am not optimistic given how long it has taken them to make a decision. Either way I would like to have a fifteen minute call to discuss this with all of you this week. There are really only two options: spend the money on getting a court order to have the proceeds distributed among the five of you (not guaranteed but most likely probable), or have the proceeds distributed to the estate and have the money added to the grandchildren's shares. As none of us can be sure exactly what the 1995 trust said (although an educated guess would point to children in light of the document prepared by Al Gortz in 2000), I think it is important that we discuss further prior to spending more money to pursue this option. Hopefully I will have spoken with their legal department by Thursday. I would propose a 10:30 call on Thursday EST. Please advise if this works for all of you.

Robert L. Spallina, Esq.

TESCHER & SPALLINA, P.A.

4855 Technology Way, Suite 720

Boca Raton, Florida 33431

Telephone: 561-997-7008

Facsimile: 561-997-7308

E-mail: rspallina@tescherspallina.com

BT000067

Robert Spallina

From: Ted Bernstein [tbernstein@lifeinsuranceconcepts.com]
Sent: Tuesday, January 22, 2013 1:34 PM
To: Robert Spallina; Lisa Friedstein; Pam Simon; Jill Iantoni; Christine Yates
Cc: Kimberly Moran
Subject: RE: Heritage Policy

Robert,

We are in the midst of arranging a phone call between myself, Pam, Eliot, Christine Yates, Jill and Lisa. We were hoping to have that call today but Christine cannot make it until Thursday. I think it is imperative for this call to occur prior to anything else being done, including your call with their legal department. This way, we can establish whether there is going to be an agreement among the 5 of us, or not.

I completely agree with your assessment below of the options available here.

Please feel free to call me to discuss.

Ted

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Tuesday, January 22, 2013 12:16 PM
To: Ted Bernstein; Lisa Friedstein; Pam Simon; Jill Iantoni; Christine Yates
Cc: Kimberly Moran
Subject: Heritage Policy

I received a letter from the company requesting a court order to make the distribution of the proceeds consistent with what we discussed. I have traded calls with their legal department to see if I can convince them otherwise. I am not optimistic given how long it has taken them to make a decision. Either way I would like to have a fifteen minute call to discuss this with all of you this week. There are really only two options: spend the money on getting a court order to have the proceeds distributed among the five of you (not guaranteed but most likely probable), or have the proceeds distributed to the estate and have the money added to the grandchildren's shares. As none of us can be sure exactly what the 1995 trust said (although an educated guess would point to children in light of the document prepared by Al Gortz in 2000), I think it is important that we discuss further prior to spending more money to pursue this option. Hopefully I will have spoken with their legal department by Thursday. I would propose a 10:30 call on Thursday EST. Please advise if this works for all of you.

Robert L. Spallina, Esq.

TESCHER & SPALLINA, P.A.

4855 Technology Way, Suite 720

Boca Raton, Florida 33431

Telephone: 561-997-7008

BT000069

TS006398

Donald Tescher

From: eservice@myflcourtaccess.com
Sent: Wednesday, February 12, 2014 9:59 AM
Subject: SERVICE OF COURT DOCUMENT - CASE NUMBER 502012CP004391XXXXSB - Part 1 of 2
Attachments: - Pages 1 to 57.pdf

This is an automatic e-mail message generated by the ePortal system. Please DO NOT RESPOND to this e-mail as the mail box is unattended.

Notice of Electronic Filing

The following transaction was entered on 02/12/2014 09:57:56 AM ET.

Court:	Fifteenth Judicial Circuit in and for Palm Beach County, Florida
Case #:	502012CP004391XXXXSB
Case Style:	IN RE: Estate of Not Available
Document Title:	Response To:
Filer:	Peter M. Feaman 561-734-5552

Notice has been electronically mailed to:

Name	Primary Email	Alternate Email 1	Alternate Email 2
Donald R. Tescher	dtescher@tescherspallina.com	ddustin@tescherspallina.com	kmoran@tescherspallina.com
John J. Pankauski	courtfilings@pankauskilawfirm.com	john@pankauskilawfirm.com	
Alan B Rose	arose@pm-law.com	mchandler@pm-law.com	blewter@pm-law.com
Peter M. Feaman, Esq.	service@feamanlaw.com	mkoskey@feamanlaw.com	
Robert L. Spallina	rspallina@tescherspallina.com	kmoran@tescherspallina.com	ddustin@tescherspallina.com
Peter M. Feaman	service@feamanlaw.com	mkoskey@feamanlaw.com	pfeaman@feamanlaw.com

Notice is not sent to:

Name	Primary Email	Alternate Email 1	Alternate Email 2
Mark R Manceri	mrmlaw@comcast.net	mrmlaw1@gmail.com	

SHIRLEY BERNSTEIN FAMILY FOUNDATION, INC.

TESCHER & SPALLINA, P.A.
2101 Corporate Boulevard, Suite 107
Boca Raton, FL 33431
561-998-7847

SHIRLEY BERNSTEIN FAMILY FOUNDATION, INC.

INDEX

THE SHIRLEY BERNSTEIN FAMILY FOUNDATION, INC.

1. Internal Revenue Service Exemption Letter, effective date January 30, 2008
2. Electronic Articles of Incorporation (Filed January 30, 2008)
3. Articles of Incorporation (Filed February 8, 2008)
4. Notice of Employer Identification Number (EIN 26-1868678)
5. Bylaws dated January 31, 2008
6. Statement of Action Taken by Directors in Lieu of Minutes of First Meeting of the Board of Directors, Conflict of Interest Policy and Conflict of Interest Affirmation
7. Form 1023, Application for Recognition of Exemption (with attachments)
8. Form 2848, Power of Attorney and Declaration of Representative

TO REORDER CALL 954-846-9399

RECYCLED PAPER

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUN 09 2008

SHIRLEY BERNSTEIN FAMILY FOUNDATION INC
C/O ROBERT L SPALLINA
2101 CORPORATE BLVD STE 107
BOCA RATON, FL 33431

Employer Identification Number:
26-1868678
DLN:
17053077342018
Contact Person:
GARY MUTHERT ID# 31518
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Effective Date of Exemption:
January 30, 2008
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a private foundation within the meaning of section 509(a) of the Code. You are required to file Form 990-PF annually.

Please see enclosed Publication 4221-PF, Compliance Guide for 501(c)(3) Private Foundations, for some helpful information about your responsibilities as an exempt organization.

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Enclosure: Publication 4221-PF

Letter 1076 (DO/CG)

TO REORDER CALL 954-846-9399

RECYCLED PAPER

Electronic Articles of Incorporation For

SHIRLEY BERNSTEIN FAMILY FOUNDATION, INC.

N08000000944
FILED
January 30, 2008
Sec. Of State
epeterson

The undersigned incorporator, for the purpose of forming a Florida not-for-profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

SHIRLEY BERNSTEIN FAMILY FOUNDATION, INC.

Article II

The principal place of business address:

7020 LIONS HEAD LANE
BOCA RATON, FL. US 33496

The mailing address of the corporation is:

7020 LIONS HEAD LANE
BOCA RATON, FL. US 33496

Article III

The specific purpose for which this corporation is organized is:

IT IS A CHARITABLE PRIVATE FOUNDATION TO SUPPORT PUBLIC CHARITIES.

Article IV

The manner in which directors are elected or appointed is:

AS PROVIDED FOR IN THE BYLAWS.

Article V

The name and Florida street address of the registered agent is:

DONALD R TESCHER
2101 CORPORATE BOULEVARD
SUITE 107
BOCA RATON, FL. 33431

I certify that I am familiar with and accept the responsibilities of registered agent.

N08000000944
FILED
January 30, 2008
Sec. Of State
epeterson

Registered Agent Signature: DONALD R. TESCHER

Article VI

The name and address of the incorporator is:

DONALD R. TESCHER
2101 CORPORATE BOULEVARD
SUITE 107
BOCA RATON, FL 33431

Incorporator Signature: DONALD R. TESCHER

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: P
SIMON BERNSTEIN
7020 LIONS HEAD LANE
BOCA RATON, FL. 33496 US

Title: T
SHIRLEY BERNSTEIN
7020 LIONS HEAD LANE
BOCA RATON, FL. 33496 US

Title: S
TRACI KRATISH
950 PENINSULA CORPORATE CIRCLE, SUITE 3010
BOCA RATON, FL. 33487 US

[redacted]

3

[redacted]

TO REORDER CALL: 954-846-9399

RECYCLED PAPER

FLORIDA DEPARTMENT OF STATE
Division of Corporations

March 10, 2008

ROBERT L. SPALLINA, ESQ. (2ND MAILING)
TESCHER & SPALLINA, P.A.
2101 CORPORATE BLVD., SUITE 107
BOCA RATON, FL 33431

Re: Document Number N08000000944

The Articles of Amendment to the Articles of Incorporation for SHIRLEY BERNSTEIN FAMILY FOUNDATION, INC., a Florida corporation, were filed on February 8, 2008.

The certification requested is enclosed.

Should you have any question regarding this matter, please telephone (850) 245-6050, the Amendment Filing Section.

Thelma Lewis
Document Specialist Supervisor
Division of Corporations

Letter Number: 908A00009129

State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Amendment, filed on February 8, 2008, to Articles of Incorporation for SHIRLEY BERNSTEIN FAMILY FOUNDATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is N08000000944.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Tenth day of March, 2008

Kurt S. Browning
Secretary of State

CR2EO22 (01-07)

FILED
2008 FEB -8 AM 11:51
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Articles of Amendment
to
Articles of Incorporation
of

Shirley Bernstein Family Foundation, Inc.
(Name of corporation as currently filed with the Florida Dept. of State)

N08000000944
(Document number of corporation (if known)

Pursuant to the provisions of section 617.1006, Florida Statutes, this ***Florida Not For Profit Corporation*** adopts the following amendment(s) to its Articles of Incorporation:

NEW CORPORATE NAME (if changing):

(must contain the word "corporation," "incorporated," or the abbreviation "corp." or "inc." or words of like import in language; "Company" or "Co." may not be used in the name of a not for profit corporation)

AMENDMENTS ADOPTED- (OTHER THAN NAME CHANGE) Indicate Article Number(s) and/or Article Title(s) being amended, added or deleted: (BE SPECIFIC)

The following shall be added as Article VIII:

"Article VIII. Distribution of Assets Upon Dissolution

In the event of dissolution, the residual assets of the organization will be turned over to one or more organizations which themselves are exempt organizations described in Code Sections 501(c)(3) and 170(c)(2) or corresponding sections of any prior or future law, or to the federal, state, or local government for exclusively public purposes."

(Attach additional pages if necessary)
(continued)

The date of adoption of the amendment(s) was: February 1, 2008

Effective date if applicable: _____
(no more than 90 days after amendment file date)

Adoption of Amendment(s) **(CHECK ONE)**

☑ The amendment(s) was (were) adopted by the members and the number of votes cast for the amendment was sufficient for approval.

☐ There are no members or members entitled to vote on the amendment. The amendment(s) was (were) adopted by the board of directors.

Signature _____
(By the chairman or vice chairman of the board, president or other officer- if directors have not been selected, by an incorporator- if in the hands of a receiver, trustee, or other court appointed fiduciary, by that fiduciary.)

Simon Bernstein
(Typed or printed name of person signing)

President
(Title of person signing)

FILING FEE: $35

[redacted]

[redacted]

TO REORDER CALL 954-846-9399

RECYCLED PAPER

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 01-31-2008

Employer Identification Number:
26-1868678

Form: SS-4

Number of this notice: CP 575 A

SHIRLEY BERNSTEIN FAMILY FOUNDATION
INC
7020 LIONS HEAD LN
BOCA RATON, FL 33496

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 26-1868678. This EIN will identify your business account, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, please use the label we provided. If this isn't possible, it is very important that you use your EIN and complete name and address exactly as shown above on all federal tax forms, payments, and related correspondence. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If this information isn't correct as shown above, please correct it using the tear off stub from this notice and return it to us so we can correct your account.

Based on the information from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1120 03/15/2009

If you have questions about the form(s) or the due date(s) shown, you can call or write to us at the phone number or address at the top of this notice. If you need help in determining what your tax year is, see Publication 538, Accounting Periods and Methods, available at your local IRS office or you can download this publication from our website at www.irs.gov.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination on your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1,2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue.)

(IRS USE ONLY) 575A 01-31-2008 SHIR B 9999999999 SS-4

If you're required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, call 1-800-829-3676 and request Publication 966, Electronic Choices to Pay All Your Federal Taxes or visit the IRS website and click on the link for "Electronic IRS" located on the home page. If you need to make a deposit before you receive your Welcome Package, please visit an IRS taxpayer assistance center to obtain a Federal Tax Deposit Coupon, Form 8109-B. To locate the taxpayer assistance center nearest you, visit the IRS website at http://www.irs.gov/localcontacts/index.html. Note: You will not be able to obtain Form 8109-B by calling 1-800-829-TAXFORMS (1-800-829-3676).

The IRS is committed to helping all taxpayers to comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS website at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides the addresses and telephone numbers, including links to their websites. You can also download IRS forms, publications, revenue procedures, and other information from this website.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records.
* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
* Refer to this EIN on your tax related correspondence and documents.

If you have questions, you can call or write to us at the phone number or address at the top of this notice. If you write, please tear off the stub at the end of this notice and send it along with your letter. Thank you for your cooperation.

Note: If you elect to change your corporation to an S corporation, you must file Form 2553, Election by a Small Business Corporation. Tax forms are available at the IRS website at www.irs.gov or by calling 1-800-829-3676.

Note: If you elect to change your business to a corporation, you may need to file Form 8832, Entity Classification Election. See instructions for Form 8832 to determine if you are required to file.

(IRS USE ONLY) 575A 01-31-2008 SHIR B 9999999999 SS-4

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, Election by a Small Business Corporation.

The Internal Revenue Service has also identified several mistakes commonly made by S corporations and their shareholders. Please review them and call us at 1-800-829-1040 if you have any questions.

* Losses in Excess of Basis - Pursuant to Internal Revenue Code (IRC) section 1366, a shareholder in an S corporation may not deduct S corporation losses in excess of their basis in stock and/or debt. Each shareholder's stock basis and debt (loans from shareholders) basis should be computed annually.

* Taxable Distributions - Pursuant to IRC section 1368, distribution to shareholders in excess of stock basis are generally taxable.

* Gain on Repayment of Loans from Shareholders - where the shareholder previously used debt basis to absorb S corporation losses, subsequent repayments on the loans are generally taxable.

* Compensation to Shareholder - If the shareholder is performing services for the S corporation, be careful not to improperly classify the compensation as payments other than salary (examples: excessive rent, or distributions) in order to avoid employment taxes.

* Fringe Benefits - Certain fringe benefits paid on behalf of a shareholder who owns more than 2% of the stock (or shareholder's family) are taxable. Examples include certain accident, health, and life insurance premiums, meals and lodging, and certain cafeteria plan benefits.

* Accrual of Expenses Due to Shareholders - Pursuant to IRC section 267, an accrual basis corporation may not accrue and deduct expenses (such as rent) due to a cash basis shareholder until the amount is includible in the income of the shareholder (when paid).

Keep this part for your records. CP 575 A (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 A

9999999999

Your Telephone Number ( ) -

Best Time to Call

DATE OF THIS NOTICE: 01-31-2008
EMPLOYER IDENTIFICATION NUMBER: 26-1868678
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

SHIRLEY BERNSTEIN FAMILY FOUNDATION INC
7020 LIONS HEAD LN
BOCA RATON, FL 33496

[redacted]

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[redacted]

RECYCLED PAPER

TO REORDER CALL 954-846-9399

BYLAWS

OF THE

SHIRLEY BERNSTEIN FAMILY FOUNDATION, INC.

(A Florida Not for Profit Corporation)

ARTICLE I. OFFICES

The principal office of the Corporation shall be in the State of Florida. The Corporation shall designate a registered office in accordance with Florida law and shall maintain it continuously. The Corporation may have offices at such other places within and without the State of Florida as the Board of Directors may from time to time determine.

ARTICLE II. MEMBERS

Section 1. Qualification.

Membership is open to all individuals over the age of twenty-one years who are interested in furtherance of the purposes of the Corporation.

Section 2. Membership Classes.

There shall be two classes of Membership:

a. Voting Members. The Corporation shall have Voting Members who shall have all the rights and privileges of Members of the Corporation. The Corporation shall have at least one Voting Member at all times.

b. Nonvoting Members. The Corporation may have Nonvoting Members. All Nonvoting Members shall become Voting Members at such time as there are no serving Voting Members. Unless otherwise specifically stated in these Bylaws to the contrary, all references to "Members" relate to Voting Members and not to Nonvoting Members.

c. No Vested Rights. Regardless of membership class, a Member does not have any vested rights, interests, or privileges in the assets, functions, affairs or franchises of the Corporation or any right, interest, or privilege that is transferable, inheritable, or that may be continued if membership ceases. The Voting Members may by majority vote revoke the membership of any Nonvoting Member at any time.

Section 3. Manner of Admission.

Each application for Voting Member and Nonvoting Member must be sponsored by a Voting Member in good standing. Voting and Nonvoting Members will be admitted upon

the approval of a majority of Voting Members. In the event no persons are serving as a Voting Member or Nonvoting Member, the Board of Directors shall appoint one Voting Member.

Section 4. Annual Meetings.

The purpose of the annual meeting of Members is to elect Directors and to transact such other matters as may properly come before the Members. The annual meeting of the Members of the Corporation shall be held at the times and places designated by the President of the Corporation. The annual meeting of Members for any year shall be held no later than thirteen (13) months after the last annual meeting of Members (or the date of the initial meeting of Members, for purposes of the first annual meeting). However, failure to hold an annual meeting timely shall in no way affect the terms of Officers or Directors of the Corporation or the validity of actions of the Corporation.

Section 5. Special Meetings.

Special meetings of Members may be called by the President or by a majority of the Board of Directors then in office or by Members holding one-fourth (1/4) or more of the outstanding votes of the Corporation. The purpose of each special meeting shall be stated in the notice and may only include purposes which are lawful and proper for Members to consider.

Section 6. Place of Meeting.

The Board of Directors may designate any place, either within or without the State of Florida, as the place of meeting for any meeting of Members. If no designation is made, then the place of meeting shall be the principal office of the Corporation in the State of Florida.

Section 7. Notice of Meeting.

Written or printed notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered personally or by mail not less than three (3) days nor more than twenty (20) days before the date of the meeting. Notice shall be given by or at the direction of the President or the Secretary or the persons calling the meeting to each Member of record entitled to vote at the meeting. If mailed, such notice shall be deemed to have been delivered when deposited in the United States Mail addressed to the Member at his address as it appears on the records of the Corporation with postage thereon prepaid.

Section 8. Waiver of Notice.

A written waiver of notice signed by a Member, whether before or after a meeting, shall be equivalent to the giving of such notice. Attendance of a Member at a meeting shall constitute a waiver of notice of such meeting, except when the Member attends for the

express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

Section 9. *Action Without Meeting.*

Any action of the Members may be taken without a meeting, without prior notice and without a vote, if a consent in writing setting forth the action so taken is signed by all of the Members of the Corporation.

Section 10. *Voting Record.*

If the Corporation has six (6) or more Members of record, the officers having charge of the membership records of the Corporation shall make, at least ten (10) days before each meeting of Members, a complete list of the Members entitled to vote at such meeting or any adjournment thereof. The list shall be kept on file at the registered office of the Corporation or at the principal place of business of the Corporation, and any Member shall be entitled to inspect the list at any time during usual business hours. The list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any Member at any time during the meeting. If the requirements of this Section have not been substantially complied with, then upon demand of any Member in person or by proxy, the meeting shall be adjourned until the requirements are complied with. If no such demand is made, failure to comply with the requirements of this Section shall not affect the validity of any action taken at such meeting.

Section 11. *Member Quorum and Voting.*

A majority of the Voting Members appearing in person or by proxy shall constitute a quorum at a meeting of Members. If a quorum is present, the affirmative vote of a majority of the Members at the meeting entitled to vote on the subject matter shall be the act of the Members. After a quorum has been established at a Members' meeting, the subsequent withdrawal of Members, so as to reduce the number of Members entitled to vote at the meeting below the number required for a quorum, shall not affect the validity of any action taken at the meeting or any adjournment thereof. If a quorum is not present when a meeting starts, then a majority of the Members at the meeting may adjourn the meeting from time to time without further notice until a quorum is present.

Section 12. *Votes.*

Each Voting Member shall be entitled to one vote on each matter submitted to a vote at a meeting of Members.

Section 13. *Proxies.*

Every Member entitled to vote at a meeting of Members or to express consent or dissent without a meeting may authorize another Member to act for him by proxy. Every

proxy shall be in writing and shall be signed by the Member or his otherwise duly authorized attorney-in-fact. No proxy shall be valid after the expiration of eleven (11) months from the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the Member executing it, except as otherwise provided by law.

Section 14. Corporate Actions.

Regardless of anything herein to the contrary, the following actions may only be taken with the consent of a majority of the Voting Members except as such Members may from time to time authorize:

a. the distribution or payment of corporate assets or income in excess of $500 per month.

b. establishment and the pursuit of any activity, function or policy in connection with the Corporation's tax exempt purposes.

This Section shall not amend, limit or restrict any other right of the Members granted by the Articles of Incorporation, these Bylaws or by law to vote on or direct any corporate action or inaction.

ARTICLE III. BOARD OF DIRECTORS

Section 1. General Powers.

Subject to the limitations of the Articles of Incorporation, these Bylaws, and applicable law concerning corporate action that must be authorized or approved by the Members of the Corporation, all corporate powers shall be exercised by or under the authority of the Board of Directors, and the management and affairs of the Corporation shall be controlled by the Board of Directors.

Section 2. Number, Qualification, Election and Tenure.

The number of Directors shall be the number of Directors elected from time to time in accordance with these Bylaws, but shall never be less than three. The number of Directors may be increased or decreased from time to time by election in accordance with these Bylaws. The Directors need not be Members of this Corporation or residents of Florida. Directors shall be elected by the Voting Members at the annual meeting of Members and shall serve until the next succeeding annual meeting and until their successors have been elected and qualified.

Section 3. Annual Meeting.

The Board of Directors shall hold its annual meeting at the same place as and immediately following each annual meeting of Members for the purpose of the election of Officers and the transaction of such other business as may come before the meeting. If a majority of the Directors are present at the annual meeting of Members, no prior notice of the annual meeting of the Board of Directors shall be required. However, another place and time for such meeting may be fixed by written consent of all of the Directors.

Section 4. Regular Meetings.

Regular meetings of the Board of Directors may be held at such time and at such place as shall be determined from time to time by the Board of Directors.

Section 5. Special Meeting.

Special meetings of the Board of Directors may be called by the Chairman of the Board (if there is one), the President or any Director. The person or persons authorized to call special meetings of the Board of Directors may fix a reasonable time and place for holding them.

Section 6. Telephone Meetings.

Directors may participate in meetings of the Board of Directors by means of a conference telephone or similar communications equipment by which all persons participating can hear each other at the same time, and participation by such means shall constitute presence in person at such a meeting.

Section 7. Action Without Meeting.

Any action of the Board of Directors may be taken without a meeting if a consent in writing setting forth the action so taken is signed by all of the Directors is filed in the minutes of the Board of Directors. Such consent shall have the same effect as a unanimous vote.

Section 8. Notice and Waiver.

Notice of any special meeting shall be given at least three (3) days prior thereto by written notice delivered personally, by mail or by telegram to each Director at his address. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail with postage prepaid. If notice is given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any Director may waive notice of any meeting, either before, at, or after such meeting by signing a waiver of notice. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of such meeting or the manner in which it has

been called or convened, except when a Director states at the beginning of the meeting any objection to the transaction of business because the meeting is not lawfully called or convened.

Section 9. Quorum and Voting.

Except as otherwise provided in these Bylaws, a majority of Directors in office shall constitute a quorum for the transaction of business, and the vote of a majority of Directors present at a meeting at which a quorum is present shall constitute the action of the Board of Directors. If less than a quorum is present, then a majority of those Directors present may adjourn the meeting from time to time without notice until a quorum is present.

Section 10. Vacancies.

Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the Voting Members. A Director elected to fill a vacancy shall hold office only until the next election of Directors by the Voting Members. Any directorship to be filled by reason of an increase in the number of Directors shall be filled by election at an annual meeting of Members or a special meeting of Members called for that purpose.

Section 11. Removal.

At any meeting of Members called expressly for that purpose, any Director or Directors may be removed from office, with or without cause, by vote of a majority of the Voting Members then entitled to vote at an election of Directors. New Directors may be elected by the Voting Members for the unexpired terms of Directors removed from office at the same meetings at which such removals are voted.

Section 12. Presumption of Assent.

A Director of the Corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless he votes against such action or abstains from voting because of an asserted conflict of interest.

ARTICLE IV. OFFICERS

Section 1. Election.

The officers of the Corporation shall consist of a President, a Vice-President, a Secretary, a Treasurer and such other officers as the Directors shall from time to time designate. Any two or more offices may be held by the same person. Officers shall hold office until the date fixed in accordance with these Bylaws for the annual meeting of the Directors next following the election of such officers and until their successors are elected and agree to serve.

Section 2. Duties.

Each person holding a position as an officer shall have such authority and perform such duties as are normally the functions of such position and such other duties as shall from time to time be assigned by the Directors.

Section 3. Removal.

Any Officer, may be removed with or without cause by the Directors by notice in writing delivered to the Officer at his address maintained by the Corporation for this purpose. Such removal shall be effective upon such delivery of such notice.

ARTICLE V. MEMBERSHIP CERTIFICATES

Section 1. Form and Issuance.

Members of the Corporation may be issued certificates signed by the President or a Vice-President, and by the Secretary or an Assistant Secretary. Each membership certificate shall state the following: (a) the name of the Corporation; (b) that the Corporation is organized under the laws of the State of Florida; (c) the name of the person or persons to whom issued; and (d) the class of Membership. The membership certificate itself shall convey no rights or privileges, but shall only be for identification.

Section 2. Lost, Stolen or destroyed Certificates.

The Corporation may issue a new membership certificate in the place of any certificate previously issued if the Member named in the certificate (a) makes proof in affidavit form that it has been lost, destroyed or stolen; (b) requests the issuance of a new certificate; and (c) satisfies any other reasonable requirements imposed by the Corporation.

ARTICLE VI. NONPROFIT OPERATION

The Corporation will not have or issue shares of stock. No dividends will be paid. No part of the income or assets of the Corporation will be distributed to its Members, Directors or Officers without full consideration. The Corporation may contract in due course with its Members, Directors and Officers without violating this provision and may pay reasonable compensation for services to its Directors and Officers.

ARTICLE VII. FISCAL YEAR

The fiscal year of the Corporation shall be the period selected by the Board of Directors as the taxable year of the Corporation for federal income tax purposes.

ARTICLE VIII. INDEMNIFICATION

The Corporation shall indemnify each Officer and Director, including former Officers and Directors, to the full extent permitted by the Florida General Corporation Act and the Florida Not For Profit Corporation Act.

ARTICLE IX. ADOPTION; AMENDMENT

Bylaws of the Corporation may be amended, adopted, altered or repealed only upon approval of eighty (80%) percent of the Voting Members.

ARTICLE X. SEAL

The corporate seal of the Corporation will be in circular form embossing in nature and stating "Corporate Seal", "Florida", the name of the Corporation, and its year of incorporation. An impression of the Seal shall be made on the margin of these Bylaws.

CERTIFICATION

I, the undersigned President of the SHIRLEY BERNSTEIN FAMILY FOUNDATION, INC., hereby certify that the foregoing is a true and correct copy of the Bylaws of this Foundation and the same are in full force and effect as of the date of my signature below.

SHIRLEY BERNSTEIN FAMILY FOUNDATION, INC.

By:_____
SIMON BERNSTEIN, President

Date: 1/31/08

F:\WPDATA\drt\Bernstein, Shirley & Simon\Shirley Bernstein Family Foundation, Inc\Bylaws of Shirley Bernstein Family Foundation.wpd

[redacted]

TO REORDER CALL 954-846-9399

RECYCLED PAPER

STATEMENT OF ACTION
TAKEN BY DIRECTORS IN LIEU OF MINUTES OF
FIRST MEETING OF THE BOARD OF DIRECTORS OF THE
SHIRLEY BERNSTEIN FAMILY FOUNDATION, INC.

SIMON BERNSTEIN, SHIRLEY BERNSTEIN and TRACI KRATISH, all of the directors of the above named corporation state that they consent in writing on this ___ day of _____, 2007, to the following action:

1. The directors announced that the Articles of Incorporation of the corporation had been received, approved and filed by the Florida Department of State. A certified copy thereof was exhibited, read and accepted as the charter of the corporation, and then affixed to the Minute Book of the corporation.

2. A proposed set of by-laws for the regulation and management of the affairs of the corporation, was ratified and approved.

3. The following officers were elected to the offices set after their respective names to serve until the next annual meeting of directors and until their successors shall be elected and qualify:

Name	Office
SIMON BERNSTEIN	President
SHIRLEY BERNSTEIN	Treasurer
TRACI KRATISH	Secretary

4. The corporate seal of the corporation, which had been prepared in accordance with the by-laws of the corporation, was adopted as the seal of the corporation. An impression of the seal appears on the margin of the by-laws.

5. The Secretary of the corporation was instructed to purchase all such supplies as might be necessary for the proper conduct of the business of the corporation, such as books, books of account, stationery and office supplies so that proper records could be kept.

6. The expenses pertaining to incorporation were ordered to be promptly paid.

7. The appointment of the following as Registered Agent and the designation of the initial Registered Office of the corporation was ratified and confirmed:

Donald R. Tescher, Esq.
2101 Corporate Blvd., Suite 107
Boca Raton, Florida 33431

8. The President of the corporation was authorized to hire all employees necessary for the

operation of the business of the corporation and to fix their salaries.

9. The corporation hereby adopts Conflict of Interest Policy attached hereto as Exhibit "A".

SIMON BERNSTEIN, Director

SHIRLEY BERNSTEIN, Director

TRACI KRATISH, Director

[Exhibit A]

CONFLICT OF INTEREST POLICY OF THE SHIRLEY BERNSTEIN FAMILY FOUNDATION, INC.

Article I
Purpose

The purpose of the conflict of interest policy is to protect this tax-exempt organization's (Organization) interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Organization or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

Article II
Definitions

1. **Interested Person**

Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

2. **Financial Interest**

A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

a. An ownership or investment interest in any entity with which the Organization has a transaction arrangement,

b. A compensation agreement with the Organization or with any entity or individual with which the Organization has a transaction agreement, or

c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not substantial.

A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

Article III
Procedures

1. **Duty to Disclose**

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

2. **Determining Whether a Conflict of Interest Exists**

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

3. **Procedures for Addressing the Conflict of Interest**

a. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

b. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

c. After exercising due diligence, the governing board or committee shall determine whether the Organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Organization's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

4. **Violations of the Conflicts of Interest Policy**

a. If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis

for such belief and afford the member an opportunity to explain the alleged failure to disclose.

b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Article IV
Records of Proceedings

The minutes of the governing board and all committees with board delegated powers shall contain:

a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.

b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Article V
Compensation

a. A voting member of the governing board who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.

b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.

c. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

Article VI
Annual Statements

Each director, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

a. Has received a copy of the conflicts of interest policy,

b. Has read and understands the policy,

c. Has agreed to comply with the policy, and

d. Understands the Organization is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of it tax-exempt purposes.

Article VII
Periodic Reviews

To ensure the Organization operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic review shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

a. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.

b. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Organization's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

Article VIII
Use of Outside Experts

When conducting the periodic review as provided for in Article VII, the Organization may, but need not, use outside advisors, If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

CONFLICT OF INTEREST AFFIRMATION

Pursuant to Article VI of the Conflict of Interest Policy of the SHIRLEY BERNSTEIN FAMILY FOUNDATION, INC. (the "Organization"), the undersigned directors, principal officers and members of committees with governing board delegated powers of the Organization hereby each affirm that he or she:

a. Has received a copy of the conflicts of interest policy,

b. Has read and understands the policy,

c. Has agreed to comply with the policy, and

d. Understands the Organization is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of it tax-exempt purposes.

Dated: February 4, 2008

SIMON BERNSTEIN

SHIRLEY BERNSTEIN

TRACI KRATISH

[redacted]

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[redacted]

TO REORDER CALL 954-846-9399

RECYCLED PAPER

Form **1023**
(Rev. June 2006)
Department of the Treasury
Internal Revenue Service

Application for Recognition of Exemption
Under Section 501(c)(3) of the Internal Revenue Code

OMB No. 1545-0056

Note: *If exempt status is approved, this application will be open for public inspection.*

Use the instructions to complete this application and for a definition of all ***bold*** *items.* For additional help, call IRS Exempt Organizations Customer Account Services toll-free at 1-877-829-5500. Visit our website at **www.irs.gov** for forms and publications. If the required information and documents are not submitted with payment of the appropriate user fee, the application may be returned to you.

Attach additional sheets to this application if you need more space to answer fully. Put your name and EIN on each sheet and identify each answer by Part and line number. Complete Parts I - XI of Form 1023 and submit only those Schedules (A through H) that apply to you.

Part I Identification of Applicant

1 Full name of organization (exactly as it appears in your **organizing document**) **Shirley Bernstein Family Foundation, Inc.**		**2** c/o Name (if applicable)
3 **Mailing address** (Number and street) (see instructions) **7020 Lions Head Lane**	Room/Suite	**4** Employer Identification Number (EIN) **26-1868678**
City or town, state or country, and ZIP + 4 **Boca Raton, FL 33496**		**5** Month the annual accounting period ends (01 - 12) **12**
6 Primary contact (officer, director, trustee, or **authorized representative**) **a** Name: **Robert L. Spallina, Esq.**		**b** Phone: **561-998-7847** **c** Fax: (optional) **561-998-2642**

7 Are you represented by an authorized representative, such as an attorney or accountant? If "Yes," provide the authorized representative's name, and the name and address of the authorized representative's firm. Include a completed Form 2848, *Power of Attorney and Declaration of Representative,* with your application if you would like us to communicate with your representative. ☑ **Yes** ☐ **No**

8 Was a person who is not one of your officers, directors, trustees, employees, or an authorized representative listed in line 7, paid, or promised payment, to help plan, manage, or advise you about the structure or activities of your organization, or about your financial or tax matters? If "Yes," provide the person's name, the name and address of the person's firm, the amounts paid or promised to be paid, and describe that person's role. ☐ **Yes** ☑ **No**

9a Organization's website: **none**

b Organization's email: (optional)

10 Certain organizations are not required to file an information return (Form 990 or Form 990-EZ). If you are granted tax-exemption, are you claiming to be excused from filing Form 990 or Form 990-EZ? If "Yes," explain. See the instructions for a description of organizations not required to file Form 990 or Form 990-EZ. ☐ **Yes** ☑ **No**

11 Date incorporated if a corporation, or formed, if other than a corporation. (MM/DD/YYYY) **1 / 30 / 2008**

12 Were you formed under the laws of a **foreign country?** If "Yes," state the country. ☐ **Yes** ☑ **No**

Part II Organizational Structure

You must be a corporation (including a limited liability company), an unincorporated association, or a trust to be tax exempt. (See instructions.) **DO NOT file this form unless you can check "Yes" on lines 1, 2, 3, or 4.**

1	Are you a **corporation**? If "Yes," attach a copy of your articles of incorporation showing **certification of filing** with the appropriate state agency. Include copies of any amendments to your articles and be sure they also show state filing certification.	☑ **Yes**	☐ **No**
2	Are you a **limited liability company (LLC)**? If "Yes," attach a copy of your articles of organization showing certification of filing with the appropriate state agency. Also, if you adopted an operating agreement, attach a copy. Include copies of any amendments to your articles and be sure they show state filing certification. Refer to the instructions for circumstances when an LLC should not file its own exemption application.	☐ **Yes**	☑ **No**
3	Are you an **unincorporated association**? If "Yes," attach a copy of your articles of association, constitution, or other similar organizing document that is dated and includes at least two signatures. Include signed and dated copies of any amendments.	☐ **Yes**	☑ **No**
4a	Are you a **trust**? If "Yes," attach a signed and dated copy of your trust agreement. Include signed and dated copies of any amendments.	☐ **Yes**	☑ **No**
b	Have you been funded? If "No," explain how you are formed without anything of value placed in trust.	☐ **Yes**	☐ **No**
5	Have you adopted **bylaws**? If "Yes," attach a current copy showing date of adoption. If "No," explain how your officers, directors, or trustees are selected.	☑ **Yes**	☐ **No**

Part III Required Provisions in Your Organizing Document

The following questions are designed to ensure that when you file this application, your organizing document contains the required provisions to meet the organizational test under section 501(c)(3). Unless you can check the boxes in both lines 1 and 2, your organizing document does not meet the organizational test. **DO NOT file this application until you have amended your organizing document**. Submit your original and amended organizing documents (showing state filing certification if you are a corporation or an LLC) with your application.

1	Section 501(c)(3) requires that your organizing document state your exempt purpose(s), such as charitable, religious, educational, and/or scientific purposes. Check the box to confirm that your organizing document meets this requirement. Describe specifically where your organizing document meets this requirement, such as a reference to a particular article or section in your organizing document. Refer to the instructions for exempt purpose language. Location of Purpose Clause (Page, Article, and Paragraph): **Page 1, Article 3, Paragraph a**	☑
2a	Section 501(c)(3) requires that upon dissolution of your organization, your remaining assets must be used exclusively for exempt purposes, such as charitable, religious, educational, and/or scientific purposes. Check the box on line 2a to confirm that your organizing document meets this requirement by express provision for the distribution of assets upon dissolution. If you rely on state law for your dissolution provision, do not check the box on line 2a and go to line 2c.	☑
2b	If you checked the box on line 2a, specify the location of your dissolution clause (Page, Article, and Paragraph). Do not complete line 2c if you checked box 2a. **Page 1, Article 6**	
2c	See the instructions for information about the operation of state law in your particular state. Check this box if you rely on operation of state law for your dissolution provision and indicate the state: _____	☐

Part IV Narrative Description of Your Activities

Using an attachment, describe your *past, present,* and *planned* activities in a narrative. If you believe that you have already provided some of this information in response to other parts of this application, you may summarize that information here and refer to the specific parts of the application for supporting details. You may also attach representative copies of newsletters, brochures, or similar documents for supporting details to this narrative. Remember that if this application is approved, it will be open for public inspection. Therefore, your narrative description of activities should be thorough and accurate. Refer to the instructions for information that must be included in your description.

Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors

1a List the names, titles, and mailing addresses of all of your officers, directors, and trustees. For each person listed, state their total annual **compensation**, or proposed compensation, for all services to the organization, whether as an officer, employee, or other position. Use actual figures, if available. Enter "none" if no compensation is or will be paid. If additional space is needed, attach a separate sheet. Refer to the instructions for information on what to include as compensation.

Name	Title	Mailing address	Compensation amount (annual actual or estimated)
Simon Bernstein	**member, officer, director**	**7020 Lions Head Lane Boca Raton, FL 33496**	**$0**
Shirley Bernstein	**member, officer, director**	**7020 Lions Head Lane Boca Raton, FL 33496**	**$0**
Traci Kratish	**director**	**950 Peninsula Corp. Cir. #3010 Boca Raton, FL 33487**	**$0**

Part V **Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors** *(Continued)*

b List the names, titles, and mailing addresses of each of your five highest compensated employees who receive or will receive compensation of more than $50,000 per year. Use the actual figure, if available. Refer to the instructions for information on what to include as compensation. Do not include officers, directors, or trustees listed in line 1a.

Name	Title	Mailing address	Compensation amount (annual actual or estimated)
none			

c List the names, names of businesses, and mailing addresses of your five highest compensated **independent contractors** that receive or will receive compensation of more than $50,000 per year. Use the actual figure, if available. Refer to the instructions for information on what to include as compensation.

Name	Title	Mailing address	Compensation amount (annual actual or estimated)
none			

The following "Yes" or "No" questions relate to *past, present, or planned* relationships, transactions, or agreements with your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in lines 1a, 1b, and 1c.

2a Are any of your officers, directors, or trustees **related** to each other through **family** or **business relationships**? If "Yes," identify the individuals and explain the relationship. ☑ **Yes** ☐ **No**

b Do you have a business relationship with any of your officers, directors, or trustees other than through their position as an officer, director, or trustee? If "Yes," identify the individuals and describe the business relationship with each of your officers, directors, or trustees. ☐ **Yes** ☑ **No**

c Are any of your officers, directors, or trustees related to your highest compensated employees or highest compensated independent contractors listed on lines 1b or 1c through family or business relationships? If "Yes," identify the individuals and explain the relationship. ☐ **Yes** ☑ **No**

3a For each of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, or 1c, attach a list showing their name, qualifications, average hours worked, and duties.

b Do any of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, or 1c receive compensation from any other organizations, whether tax exempt or taxable, that are related to you through **common control**? If "Yes," identify the individuals, explain the relationship between you and the other organization, and describe the compensation arrangement. ☑ **Yes** ☐ **No**

4 In establishing the compensation for your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, and 1c, the following practices are recommended, although they are not required to obtain exemption. Answer "Yes" to all the practices you use.

a Do you or will the individuals that approve compensation arrangements follow a conflict of interest policy? ☑ **Yes** ☐ **No**

b Do you or will you approve compensation arrangements in advance of paying compensation? ☑ **Yes** ☐ **No**

c Do you or will you document in writing the date and terms of approved compensation arrangements? ☑ **Yes** ☐ **No**

Part V **Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors** *(Continued)*

d	Do you or will you record in writing the decision made by each individual who decided or voted on compensation arrangements?	☑ Yes	☐ No
e	Do you or will you approve compensation arrangements based on information about compensation paid by **similarly situated** taxable or tax-exempt organizations for similar services, current compensation surveys compiled by independent firms, or actual written offers from similarly situated organizations? Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation.	☑ Yes	☐ No
f	Do you or will you record in writing both the information on which you relied to base your decision and its source?	☑ Yes	☐ No
g	If you answered "No" to any item on lines 4a through 4f, describe how you set compensation that is **reasonable** for your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in Part V, lines 1a, 1b, and 1c.		
5a	Have you adopted a **conflict of interest policy** consistent with the sample conflict of interest policy in Appendix A to the instructions? If "Yes," provide a copy of the policy and explain how the policy has been adopted, such as by resolution of your governing board. If "No," answer lines 5b and 5c.	☑ Yes	☐ No
b	What procedures will you follow to assure that persons who have a conflict of interest will not have influence over you for setting their own compensation?		
c	What procedures will you follow to assure that persons who have a conflict of interest will not have influence over you regarding business deals with themselves?		
	Note: A conflict of interest policy is recommended though it is not required to obtain exemption. Hospitals, see Schedule C, Section I, line 14.		
6a	Do you or will you compensate any of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in lines 1a, 1b, or 1c through **non-fixed payments**, such as discretionary bonuses or revenue-based payments? If "Yes," describe all non-fixed compensation arrangements, including how the amounts are determined, who is eligible for such arrangements, whether you place a limitation on total compensation, and how you determine or will determine that you pay no more than reasonable compensation for services. Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation.	☐ Yes	☑ No
b	Do you or will you compensate any of your employees, other than your officers, directors, trustees, or your five highest compensated employees who receive or will receive compensation of more than $50,000 per year, through non-fixed payments, such as discretionary bonuses or revenue-based payments? If "Yes," describe all non-fixed compensation arrangements, including how the amounts are or will be determined, who is or will be eligible for such arrangements, whether you place or will place a limitation on total compensation, and how you determine or will determine that you pay no more than reasonable compensation for services. Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation.	☐ Yes	☑ No
7a	Do you or will you purchase any goods, services, or assets from any of your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," describe any such purchase that you made or intend to make, from whom you make or will make such purchases, how the terms are or will be negotiated at **arm's length**, and explain how you determine or will determine that you pay no more than **fair market value**. Attach copies of any written contracts or other agreements relating to such purchases.	☐ Yes	☑ No
b	Do you or will you sell any goods, services, or assets to any of your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," describe any such sales that you made or intend to make, to whom you make or will make such sales, how the terms are or will be negotiated at arm's length, and explain how you determine or will determine you are or will be paid at least fair market value. Attach copies of any written contracts or other agreements relating to such sales.	☐ Yes	☑ No
8a	Do you or will you have any leases, contracts, loans, or other agreements with your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," provide the information requested in lines 8b through 8f.	☐ Yes	☑ No
b	Describe any written or oral arrangements that you made or intend to make.		
c	Identify with whom you have or will have such arrangements.		
d	Explain how the terms are or will be negotiated at arm's length.		
e	Explain how you determine you pay no more than fair market value or you are paid at least fair market value.		
f	Attach copies of any signed leases, contracts, loans, or other agreements relating to such arrangements.		
9a	Do you or will you have any leases, contracts, loans, or other agreements with any organization in which any of your officers, directors, or trustees are also officers, directors, or trustees, or in which any individual officer, director, or trustee owns more than a 35% interest? If "Yes," provide the information requested in lines 9b through 9f.	☐ Yes	☑ No

Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors *(Continued)*

b Describe any written or oral arrangements you made or intend to make.

c Identify with whom you have or will have such arrangements.

d Explain how the terms are or will be negotiated at arm's length.

e Explain how you determine or will determine you pay no more than fair market value or that you are paid at least fair market value.

f Attach a copy of any signed leases, contracts, loans, or other agreements relating to such arrangements.

Part VI Your Members and Other Individuals and Organizations That Receive Benefits From You

The following "Yes" or "No" questions relate to goods, services, and funds you provide to individuals and organizations as part of your activities. Your answers should pertain to *past, present,* and *planned* activities. (See instructions.)

1a	In carrying out your exempt purposes, do you provide goods, services, or funds to individuals? If "Yes," describe each program that provides goods, services, or funds to individuals.	☐ Yes	☑ No
b	In carrying out your exempt purposes, do you provide goods, services, or funds to organizations? If "Yes," describe each program that provides goods, services, or funds to organizations.	☑ Yes	☐ No
2	Do any of your programs limit the provision of goods, services, or funds to a specific individual or group of specific individuals? For example, answer "Yes," if goods, services, or funds are provided only for a particular individual, your members, individuals who work for a particular employer, or graduates of a particular school. If "Yes," explain the limitation and how recipients are selected for each program.	☐ Yes	☑ No
3	Do any individuals who receive goods, services, or funds through your programs have a family or business relationship with any officer, director, trustee, or with any of your highest compensated employees or highest compensated independent contractors listed in Part V, lines 1a, 1b, and 1c? If "Yes," explain how these related individuals are eligible for goods, services, or funds.	☐ Yes	☑ No

Part VII Your History

The following "Yes" or "No" questions relate to your history. (See instructions.)

1	Are you a **successor** to another organization? Answer "Yes," if you have taken or will take over the activities of another organization; you took over 25% or more of the fair market value of the net assets of another organization; or you were established upon the conversion of an organization from for-profit to non-profit status. If "Yes," complete Schedule G.	☐ Yes	☑ No
2	Are you submitting this application more than 27 months after the end of the month in which you were legally formed? If "Yes," complete Schedule E.	☐ Yes	☑ No

Part VIII Your Specific Activities

The following "Yes" or "No" questions relate to specific activities that you may conduct. Check the appropriate box. Your answers should pertain to *past, present,* and *planned* activities. (See instructions.)

1	Do you support or oppose candidates in **political campaigns** in any way? If "Yes," explain.	☐ Yes	☑ No
2a	Do you attempt to **influence legislation**? If "Yes," explain how you attempt to influence legislation and complete line 2b. If "No," go to line 3a.	☐ Yes	☑ No
b	Have you made or are you making an **election** to have your legislative activities measured by expenditures by filing Form 5768? If "Yes," attach a copy of the Form 5768 that was already filed or attach a completed Form 5768 that you are filing with this application. If "No," describe whether your attempts to influence legislation are a substantial part of your activities. Include the time and money spent on your attempts to influence legislation as compared to your total activities.	☐ Yes	☐ No
3a	Do you or will you operate bingo or **gaming** activities? If "Yes," describe who conducts them, and list all revenue received or expected to be received and expenses paid or expected to be paid in operating these activities. **Revenue and expenses** should be provided for the time periods specified in Part IX, Financial Data.	☐ Yes	☑ No
b	Do you or will you enter into contracts or other agreements with individuals or organizations to conduct bingo or gaming for you? If "Yes," describe any written or oral arrangements that you made or intend to make, identify with whom you have or will have such arrangements, explain how the terms are or will be negotiated at arm's length, and explain how you determine or will determine you pay no more than fair market value or you will be paid at least fair market value. Attach copies or any written contracts or other agreements relating to such arrangements.	☐ Yes	☑ No

c List the states and local jurisdictions, including Indian Reservations, in which you conduct or will conduct gaming or bingo.

Part VIII Your Specific Activities *(Continued)*

4a Do you or will you undertake **fundraising**? If "Yes," check all the fundraising programs you do or will conduct. (See instructions.) ☐ Yes ☑ No

- ☐ mail solicitations
- ☐ email solicitations
- ☐ personal solicitations
- ☐ vehicle, boat, plane, or similar donations
- ☐ foundation grant solicitations
- ☐ phone solicitations
- ☐ accept donations on your website
- ☐ receive donations from another organization's website
- ☐ government grant solicitations
- ☐ Other

Attach a description of each fundraising program.

b Do you or will you have written or oral contracts with any individuals or organizations to raise funds for you? If "Yes," describe these activities. Include all revenue and expenses from these activities and state who conducts them. Revenue and expenses should be provided for the time periods specified in Part IX, Financial Data. Also, attach a copy of any contracts or agreements. ☐ Yes ☑ No

c Do you or will you engage in fundraising activities for other organizations? If "Yes," describe these arrangements. Include a description of the organizations for which you raise funds and attach copies of all contracts or agreements. ☐ Yes ☑ No

d List all states and local jurisdictions in which you conduct fundraising. For each state or local jurisdiction listed, specify whether you fundraise for your own organization, you fundraise for another organization, or another organization fundraises for you.

e Do you or will you maintain separate accounts for any contributor under which the contributor has the right to advise on the use or distribution of funds? Answer "Yes" if the donor may provide advice on the types of investments, distributions from the types of investments, or the distribution from the donor's contribution account. If "Yes," describe this program, including the type of advice that may be provided and submit copies of any written materials provided to donors. ☐ Yes ☑ No

5 Are you **affiliated** with a governmental unit? If "Yes," explain. ☐ Yes ☑ No

6a Do you or will you engage in **economic development**? If "Yes," describe your program. ☐ Yes ☑ No

b Describe in full who benefits from your economic development activities and how the activities promote exempt purposes.

7a Do or will persons other than your employees or volunteers **develop** your facilities? If "Yes," describe each facility, the role of the developer, and any business or family relationship(s) between the developer and your officers, directors, or trustees. ☐ Yes ☑ No

b Do or will persons other than your employees or volunteers **manage** your activities or facilities? If "Yes," describe each activity and facility, the role of the manager, and any business or family relationship(s) between the manager and your officers, directors, or trustees. ☐ Yes ☑ No

c If there is a business or family relationship between any manager or developer and your officers, directors, or trustees, identify the individuals, explain the relationship, describe how contracts are negotiated at arm's length so that you pay no more than fair market value, and submit a copy of any contracts or other agreements.

8 Do you or will you enter into **joint ventures**, including partnerships or **limited liability companies** treated as partnerships, in which you share profits and losses with partners other than section 501(c)(3) organizations? If "Yes," describe the activities of these joint ventures in which you participate. ☐ Yes ☑ No

9a Are you applying for exemption as a childcare organization under section 501(k)? If "Yes," answer lines 9b through 9d. If "No," go to line 10. ☐ Yes ☑ No

b Do you provide child care so that parents or caretakers of children you care for can be **gainfully employed** (see instructions)? If "No," explain how you qualify as a childcare organization described in section 501(k). ☐ Yes ☐ No

c Of the children for whom you provide child care, are 85% or more of them cared for by you to enable their parents or caretakers to be gainfully employed (see instructions)? If "No," explain how you qualify as a childcare organization described in section 501(k). ☐ Yes ☐ No

d Are your services available to the general public? If "No," describe the specific group of people for whom your activities are available. Also, see the instructions and explain how you qualify as a childcare organization described in section 501(k). ☐ Yes ☐ No

10 Do you or will you publish, own, or have rights in music, literature, tapes, artworks, choreography, scientific discoveries, or other **intellectual property**? If "Yes," explain. Describe who owns or will own any copyrights, patents, or trademarks, whether fees are or will be charged, how the fees are determined, and how any items are or will be produced, distributed, and marketed. ☐ Yes ☑ No

Part VIII Your Specific Activities *(Continued)*

11	Do you or will you accept contributions of: real property; conservation easements; closely held securities; intellectual property such as patents, trademarks, and copyrights; works of music or art; licenses; royalties; automobiles, boats, planes, or other vehicles; or collectibles of any type? If "Yes," describe each type of contribution, any conditions imposed by the donor on the contribution, and any agreements with the donor regarding the contribution.	☑ Yes	☐ No
12a	Do you or will you operate in a **foreign country** or **countries?** If "Yes," answer lines 12b through 12d. If "No," go to line 13a.	☐ Yes	☑ No
b	Name the foreign countries and regions within the countries in which you operate.		
c	Describe your operations in each country and region in which you operate.		
d	Describe how your operations in each country and region further your exempt purposes.		
13a	Do you or will you make grants, loans, or other distributions to organization(s)? If "Yes," answer lines 13b through 13g. If "No," go to line 14a.	☑ Yes	☐ No
b	Describe how your grants, loans, or other distributions to organizations further your exempt purposes.		
c	Do you have written contracts with each of these organizations? If "Yes," attach a copy of each contract.	☐ Yes	☑ No
d	Identify each recipient organization and any **relationship** between you and the recipient organization.		
e	Describe the records you keep with respect to the grants, loans, or other distributions you make.		
f	Describe your selection process, including whether you do any of the following:		
	(i) Do you require an application form? If "Yes," attach a copy of the form.	☐ Yes	☑ No
	(ii) Do you require a grant proposal? If "Yes," describe whether the grant proposal specifies your responsibilities and those of the grantee, obligates the grantee to use the grant funds only for the purposes for which the grant was made, provides for periodic written reports concerning the use of grant funds, requires a final written report and an accounting of how grant funds were used, and acknowledges your authority to withhold and/or recover grant funds in case such funds are, or appear to be, misused.	☐ Yes	☑ No
g	Describe your procedures for oversight of distributions that assure you the resources are used to further your exempt purposes, including whether you require periodic and final reports on the use of resources.		
14a	Do you or will you make grants, loans, or other distributions to foreign organizations? If "Yes," answer lines 14b through 14f. If "No," go to line 15.	☐ Yes	☑ No
b	Provide the name of each foreign organization, the country and regions within a country in which each foreign organization operates, and describe any relationship you have with each foreign organization.		
c	Does any foreign organization listed in line 14b accept contributions earmarked for a specific country or specific organization? If "Yes," list all earmarked organizations or countries.	☐ Yes	☐ No
d	Do your contributors know that you have ultimate authority to use contributions made to you at your discretion for purposes consistent with your exempt purposes? If "Yes," describe how you relay this information to contributors.	☐ Yes	☐ No
e	Do you or will you make pre-grant inquiries about the recipient organization? If "Yes," describe these inquiries, including whether you inquire about the recipient's financial status, its tax-exempt status under the Internal Revenue Code, its ability to accomplish the purpose for which the resources are provided, and other relevant information.	☐ Yes	☐ No
f	Do you or will you use any additional procedures to ensure that your distributions to foreign organizations are used in furtherance of your exempt purposes? If "Yes," describe these procedures, including site visits by your employees or compliance checks by impartial experts, to verify that grant funds are being used appropriately.	☐ Yes	☐ No

Part VIII Your Specific Activities *(Continued)*

15	Do you have a **close connection** with any organizations? If "Yes," explain.	☐ **Yes**	☑ **No**
16	Are you applying for exemption as a **cooperative hospital service organization** under section 501(e)? If "Yes," explain.	☐ **Yes**	☑ **No**
17	Are you applying for exemption as a **cooperative service organization of operating educational organizations** under section 501(f)? If "Yes," explain.	☐ **Yes**	☑ **No**
18	Are you applying for exemption as a **charitable risk pool** under section 501(n)? If "Yes," explain.	☐ **Yes**	☑ **No**
19	Do you or will you operate a **school**? If "Yes," complete Schedule B. Answer "Yes," whether you operate a school as your main function or as a secondary activity.	☐ **Yes**	☑ **No**
20	Is your main function to provide **hospital** or **medical care**? If "Yes," complete Schedule C.	☐ **Yes**	☑ **No**
21	Do you or will you provide **low-income housing** or housing for the **elderly** or **handicapped**? If "Yes," complete Schedule F.	☐ **Yes**	☑ **No**
22	Do you or will you provide scholarships, fellowships, educational loans, or other educational grants to individuals, including grants for travel, study, or other similar purposes? If "Yes," complete Schedule H. **Note: Private foundations** may use Schedule H to request advance approval of individual grant procedures.	☐ **Yes**	☑ **No**

Part IX Financial Data

For purposes of this schedule, years in existence refer to completed tax years. If in existence 4 or more years, complete the schedule for the most recent 4 tax years. If in existence more than 1 year but less than 4 years, complete the statements for each year in existence and provide projections of your likely revenues and expenses based on a reasonable and good faith estimate of your future finances for a total of 3 years of financial information. If in existence less than 1 year, provide projections of your likely revenues and expenses for the current year and the 2 following years, based on a reasonable and good faith estimate of your future finances for a total of 3 years of financial information. (See instructions.)

A. Statement of Revenues and Expenses

	Type of revenue or expense	Current tax year (a) From 1/08 To 12/31/08	3 prior tax years or 2 succeeding tax years (b) From 1/1/09 To 12/31/09	(c) From 1/1/10 To 12/31/10	(d) From ... To ...	(e) Provide Total for (a) through (d)
Revenues	1 Gifts, grants, and contributions received (do not include unusual grants)	100,000	200,000	200,000		500,000
	2 Membership fees received					
	3 Gross investment income	1,000	15,000	20,000		36,000
	4 Net unrelated business income					
	5 Taxes levied for your benefit					
	6 Value of services or facilities furnished by a governmental unit without charge (not including the value of services generally furnished to the public without charge)					
	7 Any revenue not otherwise listed above or in lines 9–12 below (attach an itemized list)					
	8 Total of lines 1 through 7	101,000	215,000	220,000		536,000
	9 Gross receipts from admissions, merchandise sold or services performed, or furnishing of facilities in any activity that is related to your exempt purposes (attach itemized list)					
	10 Total of lines 8 and 9	101,000	215,000	220,000		536,000
	11 Net gain or loss on sale of capital assets (attach schedule and see instructions)					
	12 **Unusual grants**					
	13 Total Revenue Add lines 10 through 12	101,000	215,000	220,000		536,000
Expenses	14 Fundraising expenses					
	15 Contributions, gifts, grants, and similar amounts paid out (attach an itemized list)	5,000	15,000	20,000		
	16 Disbursements to or for the benefit of members (attach an itemized list)					
	17 Compensation of officers, directors, and trustees					
	18 Other salaries and wages					
	19 Interest expense					
	20 Occupancy (rent, utilities, etc.)					
	21 Depreciation and depletion					
	22 Professional fees	10,000	5,000	5,000		
	23 Any expense not otherwise classified, such as program services (attach itemized list)					
	24 Total Expenses Add lines 14 through 23	15,000	20,000	25,000		

Part IX Financial Data *(Continued)*

B. Balance Sheet (for your most recently completed tax year) — Year End: 2008

			(Whole dollars)
	Assets		
1	Cash	1	
2	Accounts receivable, net	2	
3	Inventories	3	
4	Bonds and notes receivable (attach an itemized list)	4	
5	Corporate stocks (attach an itemized list)	5	
6	Loans receivable (attach an itemized list)	6	
7	Other investments (attach an itemized list)	7	100,000
8	Depreciable and depletable assets (attach an itemized list)	8	
9	Land	9	
10	Other assets (attach an itemized list)	10	
11	Total Assets (add lines 1 through 10)	11	100,000
	Liabilities		
12	Accounts payable	12	
13	Contributions, gifts, grants, etc. payable	13	
14	Mortgages and notes payable (attach an itemized list)	14	
15	Other liabilities (attach an itemized list)	15	
16	Total Liabilities (add lines 12 through 15)	16	
	Fund Balances or Net Assets		
17	Total fund balances or net assets	17	100,000
18	Total Liabilities and Fund Balances or Net Assets (add lines 16 and 17)	18	100,000

19 Have there been any substantial changes in your assets or liabilities since the end of the period shown above? If "Yes," explain. ☐ Yes ☐ No

Part X Public Charity Status

Part X is designed to classify you as an organization that is either a **private foundation** or a **public charity**. Public charity status is a more favorable tax status than private foundation status. If you are a private foundation, Part X is designed to further determine whether you are a **private operating foundation**. (See instructions.)

1a Are you a private foundation? If "Yes," go to line 1b. If "No," go to line 5 and proceed as instructed. If you are unsure, see the instructions. ☑ Yes ☐ No

b As a private foundation, section 508(e) requires special provisions in your organizing document in addition to those that apply to all organizations described in section 501(c)(3). Check the box to confirm that your organizing document meets this requirement, whether by express provision or by reliance on operation of state law. Attach a statement that describes specifically where your organizing document meets this requirement, such as a reference to a particular article or section in your organizing document or by operation of state law. See the instructions, including Appendix B, for information about the special provisions that need to be contained in your organizing document. Go to line 2. ☑

2 Are you a private operating foundation? To be a private operating foundation you must engage directly in the active conduct of charitable, religious, educational, and similar activities, as opposed to indirectly carrying out these activities by providing grants to individuals or other organizations. If "Yes," go to line 3. If "No," go to the signature section of Part XI. ☐ Yes ☑ No

3 Have you existed for one or more years? If "Yes," attach financial information showing that you are a private operating foundation; go to the signature section of Part XI. If "No," continue to line 4. ☐ Yes ☐ No

4 Have you attached either (1) an affidavit or opinion of counsel, (including a written affidavit or opinion from a certified public accountant or accounting firm with expertise regarding this tax law matter), that sets forth facts concerning your operations and support to demonstrate that you are likely to satisfy the requirements to be classified as a private operating foundation; or (2) a statement describing your proposed operations as a private operating foundation? ☐ Yes ☐ No

5 If you answered "No" to line 1a, indicate the type of public charity status you are requesting by checking one of the choices below. You may check only one box.

The organization is not a private foundation because it is:

a 509(a)(1) and 170(b)(1)(A)(i)—a church or a convention or association of churches. Complete and attach Schedule A. ☐

b 509(a)(1) and 170(b)(1)(A)(ii)—a **school**. Complete and attach Schedule B. ☐

c 509(a)(1) and 170(b)(1)(A)(iii)—a **hospital**, a cooperative hospital service organization, or a medical research organization operated in conjunction with a hospital. Complete and attach Schedule C. ☐

d 509(a)(3)—an organization supporting either one or more organizations described in line 5a through c, f, g, or h or a publicly supported section 501(c)(4), (5), or (6) organization. Complete and attach Schedule D. ☐

Part X **Public Charity Status** *(Continued)*

e 509(a)(4)—an organization organized and operated exclusively for testing for public safety. ☐

f 509(a)(1) and 170(b)(1)(A)(iv)—an organization operated for the benefit of a college or university that is owned or operated by a governmental unit. ☐

g 509(a)(1) and 170(b)(1)(A)(vi)—an organization that receives a substantial part of its financial support in the form of contributions from publicly supported organizations, from a governmental unit, or from the general public. ☐

h 509(a)(2)—an organization that normally receives not more than one-third of its financial support from gross **investment income** and receives more than one-third of its financial support from contributions, membership fees, and gross receipts from activities related to its exempt functions (subject to certain exceptions). ☐

i A publicly supported organization, but unsure if it is described in 5g or 5h. The organization would like the IRS to decide the correct status. ☐

6 If you checked box g, h, or i in question 5 above, you must request either an **advance** or a **definitive ruling** by selecting one of the boxes below. Refer to the instructions to determine which type of ruling you are eligible to receive.

a **Request for Advance Ruling:** By checking this box and signing the consent, pursuant to section 6501(c)(4) of the Code you request an advance ruling and agree to extend the statute of limitations on the assessment of excise tax under section 4940 of the Code. The tax will apply only if you do not establish public support status at the end of the 5-year advance ruling period. The assessment period will be extended for the 5 advance ruling years to 8 years, 4 months, and 15 days beyond the end of the first year. You have the right to refuse or limit the extension to a mutually agreed-upon period of time or issue(s). Publication 1035, *Extending the Tax Assessment Period,* provides a more detailed explanation of your rights and the consequences of the choices you make. You may obtain Publication 1035 free of charge from the IRS web site at *www.irs.gov* or by calling toll-free 1-800-829-3676. Signing this consent will not deprive you of any appeal rights to which you would otherwise be entitled. If you decide not to extend the statute of limitations, you are not eligible for an advance ruling. ☐

Consent Fixing Period of Limitations Upon Assessment of Tax Under Section 4940 of the Internal Revenue Code

For Organization

(Signature of Officer, Director, Trustee, or other authorized official)	(Type or print name of signer)	(Date)
	(Type or print title or authority of signer)	

For IRS Use Only

IRS Director, Exempt Organizations	(Date)

b **Request for Definitive Ruling:** Check this box if you have completed one tax year of at least 8 full months and you are requesting a definitive ruling. To confirm your public support status, answer line 6b(i) if you checked box g in line 5 above. Answer line 6b(ii) if you checked box h in line 5 above. If you checked box i in line 5 above, answer both lines 6b(i) and (ii). ☐

(i) **(a)** Enter 2% of line 8, column (e) on Part IX-A. Statement of Revenues and Expenses. _____

(b) Attach a list showing the name and amount contributed by each person, company, or organization whose gifts totaled more than the 2% amount. If the answer is "None," check this box. ☐

(ii) **(a)** For each year amounts are included on lines 1, 2, and 9 of Part IX-A. Statement of Revenues and Expenses, attach a list showing the name of and amount received from each **disqualified person.** If the answer is "None," check this box. ☐

(b) For each year amounts are included on line 9 of Part IX-A. Statement of Revenues and Expenses, attach a list showing the name of and amount received from each payer, other than a disqualified person, whose payments were more than the larger of (1) 1% of line 10, Part IX-A. Statement of Revenues and Expenses, or (2) $5,000. If the answer is "None," check this box. ☐

7 Did you receive any unusual grants during any of the years shown on Part IX-A. Statement of Revenues and Expenses? If "Yes," attach a list including the name of the contributor, the date and amount of the grant, a brief description of the grant, and explain why it is unusual. ☐ **Yes** ☐ **No**

Part XI User Fee Information

You must include a user fee payment with this application. It will not be processed without your paid user fee. If your average annual gross receipts have exceeded or will exceed $10,000 annually over a 4-year period, you must submit payment of $750. If your gross receipts have not exceeded or will not exceed $10,000 annually over a 4-year period, the required user fee payment is $300. See instructions for Part XI, for a definition of **gross receipts** over a 4-year period. Your check or money order must be made payable to the United States Treasury. *User fees are subject to change. Check our website at www.irs.gov and type "User Fee" in the keyword box, or call Customer Account Services at 1-877-829-5500 for current information.*

1	Have your annual gross receipts averaged or are they expected to average not more than $10,000? If "Yes," check the box on line 2 and enclose a user fee payment of $300 (Subject to change—see above). If "No," check the box on line 3 and enclose a user fee payment of $750 (Subject to change—see above).	☐ **Yes**	☑ **No**
2	Check the box if you have enclosed the reduced user fee payment of $300 (Subject to change).		☐
3	Check the box if you have enclosed the user fee payment of $750 (Subject to change).		☑

I declare under the penalties of perjury that I am authorized to sign this application on behalf of the above organization and that I have examined this application, including the accompanying schedules and attachments, and to the best of my knowledge it is true, correct, and complete.

Please Sign Here ▶ (Signature of Officer, Director, Trustee, or other authorized official) — **Simon Bernstein** (Type or print name of signer) — 1/31/08 (Date)

President (Type or print title or authority of signer)

Reminder: Send the completed Form 1023 Checklist with your filled-in-application. Form **1023** (Rev. 6-2006)

Attachment to Form 1023
SHIRLEY BERNSTEIN FAMILY FOUNDATION, INC.
EIN: 26-1868678

Part IV - Narrative Description of Activities

The organization will serve as a centralized entity for family gift-giving to charitable and other qualified recipients. The organization will receive contributions from various family members and friends, will manage and invest those funds, and oversee the distribution of income and principal amounts to qualified recipients.

Part V, 2.a

SIMON BERNSTEIN and SHIRLEY BERNSTEIN are husband-and-wife.

Part V, 3.a

SIMON BERNSTEIN
Qualifications - Entrepreneur and chief operating officer of a life insurance brokerage firm; assisted other charitable organizations
Average Hours Worked - anticipated to work 200 hours per year
Duties - chief executive officer - strategic mission of organization; assist in selection of charities and other miscellaneous duties

SHIRLEY BERNSTEIN
Qualifications - Entrepreneur with broad range of business experience; assisted other charitable organizations
Average Hours Worked - anticipated to work 100 hours per year
Duties - chief operating officer - oversight of organization; assist in selection of charities and other miscellaneous duties

TRACI KRATISH
Qualifications - assisted numerous other charitable organizations
Average Hours Worked - anticipated to work 10 hours per year
Duties - assist in selection of charities and other miscellaneous duties

Part V, 3.b

SIMON BERNSTEIN is an owner and partner in several business ventures from which he receives compensation. Such businesses and ventures are entirely unrelated to the operation of the organization, and he does not receive compensation through the organization for activities related to such businesses and ventures and does not receive compensation from such businesses and ventures for his activities related to the organization.

Attachment to Form 1023
SHIRLEY BERNSTEIN FAMILY FOUNDATION, INC.
EIN: 26-1868678

Part V, 5.a

The conflicts of interest policy was adopted at a resolution of the Board of Directors of the organization.

Part VI, 1.b

The organization will distribute, from time to time, funds to charitable and other qualified recipient organizations. It is anticipated that all such recipient organizations will be qualified under Internal Revenue Code §501(c)(3).

Part VIII, 11

The organization has no objection to the receipt of such items, but will not actively seek the contribution of such items and has no present conditions or agreements relating to the contribution of such items.

Part VIII, 13b

The exempt purpose of the organization is to make such gifts.

Part VIII, 13d

No such recipient organizations have yet been identified. It is anticipated that all such recipient organizations will be qualified under Internal Revenue Code §501(c)(3).

Part VIII, 13e

The organization will keep records of the name, address, exempt status, and amount contributed for each recipient organization.

Part VIII, 13f

The Board of Directors will meet on an annual more frequent basis to review potential recipient organizations, and to determine appropriate distribution amounts. Upon confirmation that the organization is authorized to make a distribution without penalty and such distribution is consistent with the exempt organization status of the organization, the distribution will be made.

Attachment to Form 1023
SHIRLEY BERNSTEIN FAMILY FOUNDATION, INC.
EIN: 26-1868678

Part VIII, 13g

The organization will rely primarily on the continued section 501(c)(3) status of the recipient organizations as evidence that contributions are being properly applied to exempt purposes. Nonetheless, the organization may undertake direct communications with recipient organizations to confirm that contributed funds are being applied in an appropriate manner.

Part IX, 7

The investment decisions have not yet been determined.

Part IX, 15

The recipients and amounts for distributions have not yet been determined.

[redacted]

TO REORDER CALL: 954-846-9399

RECYCLED PAPER

Form **2848**
(Rev. March 2004)
Department of the Treasury
Internal Revenue Service

Power of Attorney and Declaration of Representative

▶ Type or print. ▶ See the separate instructions.

OMB No. 1545-0150

For IRS Use Only
Received by:
Name
Telephone
Function
Date / /

Part I Power of Attorney

Caution: *Form 2848 will not be honored for any purpose other than representation before the IRS.*

1 Taxpayer information. Taxpayer(s) must sign and date this form on page 2, line 9.

Taxpayer name(s) and address	Social security number(s)	Employer identification number
Shirley Bernstein Family Foundation, Inc. **7020 Lions Head Lane** **Boca Raton, FL 33496**		**26 : 1868678**
	Daytime telephone number **(561) 988-8984**	Plan number (if applicable)

hereby appoint(s) the following representative(s) as attorney(s)-in-fact:

2 Representative(s) must sign and date this form on page 2, Part II.

Name and address	CAF No. / Telephone No. / Fax No. / Check if new: Address ☐ Telephone No. ☐ Fax No. ☐
Robert L. Spallina, Esq. **2101 Corporate Blvd., Suite 107, Boca Raton, FL 33431**	CAF No. **0303-22470R** Telephone No. **561-998-7847** Fax No. **561-998-2642**
Donald R. Tescher, Esq. **2101 Corporate Blvd., Suite 107, Boca Raton, FL 33431**	CAF No. **6500-06876R** Telephone No. **561-998-7847** Fax No. **561-998-2642**
	CAF No. Telephone No. Fax No.

to represent the taxpayer(s) before the Internal Revenue Service for the following tax matters:

3 Tax matters

Type of Tax (Income, Employment, Excise, etc.) or Civil Penalty (see the instructions for line 3)	Tax Form Number (1040, 941, 720, etc.)	Year(s) or Period(s) (see the instructions for line 3)
Income, Excise	**1023 & related matters**	**2008**

4 Specific use not recorded on Centralized Authorization File (CAF). If the power of attorney is for a specific use not recorded on CAF, check this box. See the instructions for **Line 4. Specific uses not recorded on CAF.** . . . . . ▶ ☐

5 Acts authorized. The representatives are authorized to receive and inspect confidential tax information and to perform any and all acts that I (we) can perform with respect to the tax matters described on line 3, for example, the authority to sign any agreements, consents, or other documents. The authority does not include the power to receive refund checks (see line 6 below), the power to substitute another representative, the power to sign certain returns, or the power to execute a request for disclosure of tax returns or return information to a third party. See the line 5 instructions for more information.

Exceptions. An unenrolled return preparer cannot sign any document for a taxpayer and may only represent taxpayers in limited situations. See **Unenrolled Return Preparer** on page 2 of the instructions. An enrolled actuary may only represent taxpayers to the extent provided in section 10.3(d) of Circular 230. See the line 5 instructions for restrictions on tax matters partners.

List any specific additions or deletions to the acts otherwise authorized in this power of attorney: .....

.....

.....

.....

6 Receipt of refund checks. If you want to authorize a representative named on line 2 to receive, **BUT NOT TO ENDORSE OR CASH,** refund checks, initial here _____ and list the name of that representative below.

Name of representative to receive refund check(s) ▶

7 **Notices and communications.** Original notices and other written communications will be sent to you and a copy to the first representative listed on line 2.

a If you also want the second representative listed to receive a copy of notices and communications, check this box . . ▶ ☐

b If you do not want any notices or communications sent to your representative(s), check this box . . . . . ▶ ☐

8 **Retention/revocation of prior power(s) of attorney.** The filing of this power of attorney automatically revokes all earlier power(s) of attorney on file with the Internal Revenue Service for the same tax matters and years or periods covered by this document. If you **do not** want to revoke a prior power of attorney, check here. . . . . ▶ ☐

YOU MUST ATTACH A COPY OF ANY POWER OF ATTORNEY YOU WANT TO REMAIN IN EFFECT.

9 **Signature of taxpayer(s).** If a tax matter concerns a joint return, **both** husband and wife must sign if joint representation is requested, otherwise, see the instructions. If signed by a corporate officer, partner, guardian, tax matters partner, executor, receiver, administrator, or trustee on behalf of the taxpayer, I certify that I have the authority to execute this form on behalf of the taxpayer.

▶ **IF NOT SIGNED AND DATED, THIS POWER OF ATTORNEY WILL BE RETURNED.**

Signature	Date	Title (if applicable)
	1/31/08	President

Print Name	PIN Number	Print name of taxpayer from line 1 if other than individual
Simon Bernstein	☐☐☐☐☐	Shirley Bernstein Family Foundation, Inc.

Signature	Date	Title (if applicable)

Print Name	PIN Number
	☐☐☐☐☐

Part II Declaration of Representative

Caution: *Students with a special order to represent taxpayers in Qualified Low Income Taxpayer Clinics or the Student Tax Clinic Program, see the instructions for Part II.*

Under penalties of perjury, I declare that:

- I am not currently under suspension or disbarment from practice before the Internal Revenue Service;
- I am aware of regulations contained in Treasury Department Circular No. 230 (31 CFR, Part 10), as amended, concerning the practice of attorneys, certified public accountants, enrolled agents, enrolled actuaries, and others;
- I am authorized to represent the taxpayer(s) identified in Part I for the tax matter(s) specified there; and
- I am one of the following:
  - **a** Attorney—a member in good standing of the bar of the highest court of the jurisdiction shown below.
  - **b** Certified Public Accountant—duly qualified to practice as a certified public accountant in the jurisdiction shown below.
  - **c** Enrolled Agent—enrolled as an agent under the requirements of Treasury Department Circular No. 230.
  - **d** Officer—a bona fide officer of the taxpayer's organization.
  - **e** Full-Time Employee—a full-time employee of the taxpayer.
  - **f** Family Member—a member of the taxpayer's immediate family (i.e., spouse, parent, child, brother, or sister).
  - **g** Enrolled Actuary—enrolled as an actuary by the Joint Board for the Enrollment of Actuaries under 29 U.S.C. 1242 (the authority to practice before the Service is limited by section 10.3(d) of Treasury Department Circular No. 230).
  - **h** Unenrolled Return Preparer—the authority to practice before the Internal Revenue Service is limited by Treasury Department Circular No. 230, section 10.7(c)(1)(viii). You must have prepared the return in question and the return must be under examination by the IRS. See **Unenrolled Return Preparer** on page 2 of the instructions.

▶ **IF THIS DECLARATION OF REPRESENTATIVE IS NOT SIGNED AND DATED, THE POWER OF ATTORNEY WILL BE RETURNED.** See the Part II instructions.

Designation—Insert above letter (a–h)	Jurisdiction (state) or identification	Signature	Date
a	Florida		2/1/08
a	Florida		2/1/08

Bernstein, Estate of Simon
Heritage Union Life Ins. 1009208
11187.006

LAW OFFICES
TESCHER & SPALLINA, P.A.

BOCA VILLAGE CORPORATE CENTER I
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FLORIDA 33431

TEL: 561-997-7008
FAX: 561-997-7308
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ROBERT L. SPALLINA
LAUREN A. GALVANI

SUPPORT STAFF
DIANE DUSTIN
KIMBERLY MORAN
SUANN TESCHER

November 1, 2012

VIA FEDERAL EXPRESS
Claims Department
Heritage Union Life Insurance Company
1275 Sandusky Road
Jacksonville, IL 62651

Re: Insured: Simon L. Bernstein
Contract No.: 1009208

Dear Sir or Madam:

Enclosed is the Claimant's Statement for the above referenced policy, together with an original death certificate for the insured, Simon Bernstein. We are also enclosing a copy of Internal Revenue Service Form SS-4, Application for Employer Identification Number for the Simon Bernstein Irrevocable Insurance Trust dated June 1, 1995, which is the trust listed as beneficiary of the above referenced policy. We will provide wiring instructions for the trust bank account when you have processed the claim, if possible, in lieu of a check. Finally, we are enclosing a copy of the obituary for the decedent which was published in the Palm Beach Post. We are unable to locate a copy of the original insurance policy.

If you have any questions with regard to the foregoing, please do not hesitate to contact me.

Sincerely,

Robert L. Spallina/km

ROBERT L. SPALLINA

RLS/km

Enclosures

Shipment Receipt

Address Information

Ship to:	**Ship from:**
Claims Department	Kimberly Moran
Heritage Union Life Insurance Co.	TESCHER & SPALLINA
1275 SANDUSKY RD	4855 Technology Way Suite 720
JACKSONVILLE, IL	BOCA RATON, FL
62650-1155	33431
US	US
800-825-0003	5619977008

Shipment Information:
Tracking no.: 793982449665
Ship date: 11/01/2012
Estimated shipping charges: 17.90

Package Information
Service type: Standard Overnight
Package type: FedEx Envelope
Number of packages: 1
Total weight: 1 LBS
Declared Value: 0.00 USD
Special Services:
Pickup/Drop-off: Use an already scheduled pickup at my location

Billing Information:
Bill transportation to: Tescher & Spallina-343
Your reference: e/o Bernstein - 11187.006
P.O. no.:
Invoice no.:
Department no.:

Thank you for shipping online with FedEx ShipManager at fedex.com.

Please Note

FedEx will not be responsible for any claim in excess of $100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of $100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is $500, e.g., jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits; Consult the applicable FedEx Service Guide for details.
The estimated shipping charge may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable FedEx Service Guide or the FedEx Rate Sheets for details on how shipping charges are calculated.

CLAIMANT STATEMENT

DECEDENT INFORMATION

1. Name of Deceased (Last, First Middle)	2. Last 4 digits of Deceased's Social Security No:
Bernstein, Simon Leon	5211

3. If the Deceased was known by any other names, such as maiden name, hyphenated name, nickname, derivative form of first and/or middle name or an alias, please provide them below.

4. Policy Number(s)	5. If policy is lost or not available, please explain:
1009208	unable to locate, policy is 30 years old

6. Deceased's Date of Death	7. Cause of Death	8.
09/13/12	natural causes	☑ Natural ☐ Accidental ☐ Suicide ☐ Homicide ☐ Pending

CLAIMANT INFORMATION

9. Claimant Name (Last, First, Middle). If trust, please list trust name and complete Trustee Certification section.
Simon Bernstein Irrevocable Insurance Trust

10. Street Address	11. City	12. State and Zip	13. Daytime Phone Number

14. Date of Birth	15. Social Security or Tax ID Number	16. Relationship to Deceased
	65-617 8916	

17. I am filing this claim as:
- ☐ an individual who is named as a beneficiary under the policy
- ☐ a Trustee of a Trust which is named as a beneficiary under the policy
- ☐ an Executor of Estate which is named as a beneficiary under the policy
- ☐ Other

18. Are you a U.S. Citizen? ☐ Yes ☐ No
If "No" please list country of citizenship

19. **Policies subject to Viatical / Life Settlement transactions** - Are you a viatical settlement provider, life settlement provider, the receiver or conservator of viatical or life settlement company, a viatical or life financing entity, trustee, agent, securities intermediary or other representative of a viatical or life settlement provider; or an individual or entity which invested in this policy as a viatical or life settlement? ☐ Yes ☐ No

CLAIMANT INFORMATION (to be completed by 2nd claimant, if any)

20. Claimant Name (Last, First, Middle). If trust, please list trust name and complete Trustee Certification section.

21. Street Address	22. City	23. State and Zip	24. Daytime Phone Number

25. Date of Birth	26. Social Security or Tax ID Number	27. Relationship to Deceased

28. I am filing this claim as:
- ☐ an individual who is named as a beneficiary under the policy
- ☐ a Trustee of a Trust which is named as a beneficiary under the policy
- ☐ an Executor of Estate which is named as a beneficiary under the policy'
- ☐ Other

29. Are you a U.S. Citizen? ☐ Yes ☐ No
If "No" please list country of citizenship

30. **Policies subject to Viatical / Life Settlement transactions** - Are you a viatical settlement provider, life settlement provider, the receiver or conservator of viatical or life settlement company, a viatical or life financing entity, trustee, agent, securities intermediary or other representative of a viatical or life settlement provider; or an individual or entity which invested in this policy as a viatical or life settlement? ☐ Yes ☐ No

YOUR SIGNATURE IS REQUIRED ON THE NEXT PAGE.

CLAIMANT STATEMENT

SETTLEMENT OPTIONS

The policy may contain one or more settlement options, such as Interest Payments, Installments for a Specified Amount, Life Annuity, Life Annuity with Period Certain, and/or Joint Life and Survivorship Annuity. You may choose to receive a lump sum payment or another settlement option available in the policy under which a claim is made. For more information, refer to the optional methods of policy settlement provision in the policy or contact us at the mailing address noted on the front of the claim form.

If you wish to select a settlement option, please indicate your settlement selection by name (not by number) on the line below after you have carefully reviewed the options available in the policy. Availability of settlement options are subject to the terms of the policy. If you do not choose a settlement option, we will send a lump sum settlement to you.

_____

Name of Settlement Option from Policy

Important Information About the USA PATRIOT Act

To help fight the funding of terrorism and money-laundering activities, the U.S. government has passed the USA PATRIOT Act, which requires banks, including our processing agent bank, to obtain, verify and record information that identifies persons who engage in certain transactions with or through a bank. This means that we will need to verify the name, residential or street address (no P.O. Boxes), date of birth and social security number or other tax identification number of all account owners.

SUBSTITUTE FOR IRS FORM W-9

This information is being collected on this form versus IRS form W-9 and will be used for supplying information to the Internal Revenue Service (IRS). Under penalty of perjury, I certify that 1) the tax ID number above is correct (or I am waiting for a number to be issued to me), 2) I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3) I am a U.S. person (including a U.S. resident alien). Please cross through item 2 if you have been notified by the IRS that you are subject to backup withholding because you have failed to report all interest and dividends on your tax return.

SIGNATURES

I/We do hereby make claim to said insurance, declare that the answers recorded above are complete and true, and agree that the furnishing of this and any supplemental forms do not constitute an admission by the Company that there was any insurance in force on the life in question, nor a waiver of its rights or defenses.

For Residents of New York: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

For Residents of All Other States: See the Fraud Information section of this claim form.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Personal Rep / Trustee	11/1/12
Signature of Claimant and Title	Date
Signature of Second Claimant, if any, and Title	Date

CLAIMANT STATEMENT

TRUSTEE CERTIFICATION

TRUSTEE CERTIFICATION (to be completed only if trust is claiming proceeds)

COMPLETE THIS SECTION ONLY IF A TRUST IS CLAIMING BENEFITS.
Please include a copy of the trust agreement, including the signature page(s) and any amendments.

I/We, the undersigned trustee(s), represent and warrant that the copy of the trust agreement, which we will provide you pursuant to this certification, is a true and exact copy of said agreement, that said agreement is in full force and effect, and that we have the authority to make this certification.

Generation Skipping Transfer Tax Information - THIS MUST BE COMPLETED FOR PAYMENT

I/We the undersigned, on oath, deposes and states as follows with respect to the possible application of the Generation Skipping Transfer (GST) tax to the death benefit payment (Mark the appropriate item):

____1. The GST tax does not apply because the death benefit is not included in the decedent's estate for federal estate tax purposes.

____2. The GST tax does not apply because the GST tax exemption will offset the GST tax.

__✓__3. The GST tax does not apply because at least one of the trust beneficiaries is not a "skipped" person.

____4. The GST tax does not apply because of the reasons set forth in the attached document (Please attach document setting forth the reasons why you believe the GST tax does not apply.)

____5. The GST tax may apply. As a result, the death benefit payment IS subject to withholding of the applicable GST tax. Enclosed is the completed Schedule R-1 (Form 706) for submission to the Internal Revenue Service.

Name of Trust	Date of Trust Agreement
Simon Bernstein Irrevocable Insurance Trust	06/01/1995
Date of all Amendments	Trust Tax ID Number
	65-6178916

Printed Name of Trustee(s) — Signature(s)

a Robert L. Spallina _____

b _____ _____

c _____ _____

d _____ _____

06/21/95 10:48 ☎ 993 0486 SB LEXINGTON SI 002

6/22/95

Form **SS-4** (Rev. August 1989) Department of the Treasury Internal Revenue Service

Application for Employer Identification Number

(For use by employers and others. Please read the attached instructions before completing this form.) Please type or print clearly.

65-6178916 E

EIN 65-6178916

OMB No. 1545-0003 Expires 7-31-91

1 Name of applicant (True legal name) (See instructions.)
Simon Bernstein Irrevocable ~~Life~~ Insurance Trust

2 Trade name of business if different from name in line 1

3 Executor, trustee, "care of name"
Shirley Bernstein

4a Mailing address (street address) (room, apt., or suite no.)
7020 Lions Head

4b City, state, and ZIP code
Boca Raton, FL 33496

5a Address of business. (See instructions.)

5b City, state, and ZIP code

6 County and state where principal business is located

7 Name of principal officer, grantor, or general partner (See instructions.) ▶ Grantor Soc. Sec. # 371-32-5211

8a Type of entity (Check only one box.) (See instructions.)

- ☐ Individual SSN
- ☐ REMIC
- ☐ State/local government
- ☐ Other nonprofit organization (specify)
- ☐ Other (specify) ▶
- ☐ Personal service corp.
- ☐ National guard
- ☐ Estate
- ☐ Plan administrator SSN
- ☐ Other corporation (specify)
- ☐ Federal government/military
- ☐ Church or church controlled organization
- ☒ Trust
- ☐ Partnership
- ☐ Farmers' cooperative

If nonprofit organization enter GEN (if applicable)

8b If a corporation, give name of foreign country (if applicable) or state in the U.S. where incorporated ▶ | Foreign country | State

9 Reason for applying (Check only one box)

- ☐ Started new business
- ☐ Hired employees
- ☐ Created a pension plan (specify type) ▶
- ☐ Banking purpose (specify) ▶
- ☐ Changed type of organization (specify) ▶
- ☐ Purchased going business
- ☒ Created a trust (specify) ▶ Insurance Trust
- ☐ Other (specify) ▶

10 Date business started or acquired (Mo., day, year) (See instructions.)
June 1, 1995

11 Enter closing month of accounting year. (See instructions.)
December 31

12 First date wages or annuities were paid or will be paid (Mo., day, year). Note: *If applicant is a withholding agent, enter date income will first be paid to nonresident alien.* (Mo., day, year) ▶

13 Enter highest number of employees expected in the next 12 months. Note: *If the applicant does not expect to have any employees during the period, enter "0."* ▶ | Nonagricultural | Agricultural | Household

14 Does the applicant operate more than one place of business? ☐ Yes ☐ No
If "Yes," enter name of business. ▶

15 Principal activity or service (See instructions.) ▶

16 Is the principal business activity manufacturing? ☐ Yes ☐ No
If "Yes," principal product and raw material used ▶

17 To whom are most of the products or services sold? Please check the appropriate box. ☐ Business (wholesale) ☐ N/A
☐ Public (retail) ☐ Other (specify) ▶

18a Has the applicant ever applied for an identification number for this or any other business? ☐ Yes ☒ No
Note: *If "Yes," please complete lines 18b and 18c.*

18b If you checked the "Yes" box in line 18a, give applicant's true name and trade name, if different than name shown on prior application.
True name ▶ Trade name ▶

18c Enter approximate date, city, and state where the application was filed and the previous employer identification number if known.
Approximate date when filed (Mo., day, year) | City and state where filed | Previous EIN

Under penalties of perjury, I declare that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.
Telephone number (include area code) 407-477-9991
Name and title (Please type or print clearly.) ▶ Shirley Bernstein, Trustee
Signature ▶ X Date ▶ June 21, 1995

Note: *Do not write below this line. For official use only.*

Please leave blank ▶ | Geo. | Ind. | Class | Size | Reason for applying

For Paperwork Reduction Act Notice, see attached instructions. U.S. Government Printing Office: 1989-262-151/00163 Form **SS-4** (Rev. 8-89)

SIMON LEON BERNSTEIN

Family-Placed Obituary

SIMON LEON BERNSTEIN born in Flint, MI on December 2nd, 1935. He was predeceased by his beloved wife Shirley (Thomas) and is survived by his adoring children; Ted Bernstein (Deborah), Pamela Simon (David "Scooter"), Eliot Bernstein (Candice), Jill Iantoni (Guy), Lisa Friedstein (Jeff). He was the esteemed Zaida of Ally, Eric, Matt, Molly, Michael, Max, Joshua, Carley, Jacob, Julia, and Danny. Simon was the owner of several successful life insurance agencies and product creator extraordinaire. Si was an avid golfer and loved is family and friends dearly. He will be missed. Funeral services are Sunday, September 16th, 2012 at 2:00pm at The Gardens 4103 N. Military Trail, Boca Raton, Florida. Donations may be made to the American Heart Association in lieu of flowers. To express condolences and/or make donations Visit PalmBeachPost.com/obituaries

Published in The Palm Beach Post from September 16 to September 23, 2012

STATE OF FLORIDA

THIS DOCUMENT HAS A LIGHT BACKGROUND ON TRUE WATERMARKED PAPER. HOLD TO LIGHT TO VERIFY FLORIDA WATERMARK.

OFFICE of VITAL STATISTICS

CERTIFICATION OF DEATH

STATE FILE NUMBER: 2012256765

DATE ISSUED: September 18, 2012

STATE FILE DATE: September 17, 2012

DECEDENT INFORMATION

NAME: SIMON LEON BERNSTEIN

DATE OF DEATH: September 13, 2012 SEX: MALE SSN: 371-32-5211 AGE: 076 YEARS

DATE OF BIRTH: December 2, 1935 BIRTHPLACE: FLINT, MICHIGAN

PLACE OF DEATH: INPATIENT

FACILITY NAME OR STREET ADDRESS: DELRAY MEDICAL CENTER

LOCATION OF DEATH: DELRAY BEACH, PALM BEACH COUNTY

SURVIVING SPOUSE, DECEDENT'S RESIDENCE AND HISTORY INFORMATION

MARITAL STATUS: WIDOWED

SPOUSE: NONE

RESIDENCE: 7020 LIONS HEAD LANE, BOCA RATON, FLORIDA 33496 COUNTY: PALM BEACH

OCCUPATION, INDUSTRY: SALES, LIFE INSURANCE

RACE: X White ___Black or African American ___Asian Indian ___Chinese ___Filipino ___Native Hawaiian ___Japanese ___Korean ___American Indian or Alaskan Native--Tribe: ___Vietnamese ___Other Asian: ___Guamian or Chamorro ___Samoan ___Other Pacific Isl: ___Other: ___Unknown

HISPANIC OR HAITIAN ORIGIN? NO, NOT OF HISPANIC/HAITIAN ORIGIN

EDUCATION: HIGH SCHOOL GRADUATE OR GED EVER IN U.S. ARMED FORCES? NO

PARENTS AND INFORMANT INFORMATION

FATHER: THEODORE BERNSTEIN

MOTHER: NORA UNKNOWN

INFORMANT: TED STUART BERNSTEIN

RELATIONSHIP TO DECEDENT: SON

INFORMANT'S ADDRESS: 880 Berkley Street, BOCA RATON, FLORIDA 33487

PLACE OF DISPOSITION AND FUNERAL FACILITY INFORMATION

PLACE OF DISPOSITION: THE GARDENS MEMORIAL PARK
BOCA RATON, FLORIDA

METHOD OF DISPOSITION: ENTOMBMENT

FUNERAL DIRECTOR/LICENSE NUMBER: GARRETT JACOBS, F019844

FUNERAL FACILITY: BOCA RATON FUNERAL HOME F040152
19785 HAMPTON DRIVE, BOCA RATON, FLORIDA 33434

CERTIFIER INFORMATION

TYPE OF CERTIFIER: MEDICAL EXAMINER MEDICAL EXAMINER CASE NUMBER: 121500913

TIME OF DEATH (24 hr) 0227

CERTIFIER'S NAME: MICHAEL D BELL

CERTIFIER'S LICENSE NUMBER: ME54359

NAME OF ATTENDING PHYSICIAN (If other than Certifier): NOT APPLICABLE

CAUSE OF DEATH AND INJURY INFORMATION

PROBABLE MANNER OF DEATH: PENDING INVESTIGATION

CAUSE OF DEATH - PART I - and Approximate Interval: Onset to Death:

a PENDING

b

c

d

PART II - Other significant conditions contributing to death but not resulting in the underlying cause given in PART I:

AUTOPSY PERFORMED? YES AUTOPSY FINDINGS AVAILABLE TO COMPLETE CAUSE OF DEATH? NO

DATE OF SURGERY: DID TOBACCO USE CONTRIBUTE TO DEATH? UNKNOWN

REASON FOR SURGERY:

IF FEMALE, WAS SHE PREGNANT WITHIN THE PAST YEAR? NOT APPLICABLE

DATE OF INJURY: NOT APPLICABLE TIME OF INJURY (24 hr): INJURY AT WORK?

LOCATION OF INJURY:

DESCRIBE HOW INJURY OCCURRED:

PLACE OF INJURY:

IF TRANSPORTATION INJURY, Status of Decedent: Type of Vehicle:

C. Meade Griggs ,State Registrar REQ: 2013124648

THE ABOVE SIGNATURE CERTIFIES THAT THIS IS A TRUE AND CORRECT COPY OF THE OFFICIAL RECORD ON FILE IN THIS OFFICE.

WARNING: THIS DOCUMENT IS PRINTED OR PHOTOCOPIED ON SECURITY PAPER WITH WATERMARKS OF THE GREAT SEAL OF THE STATE OF FLORIDA. DO NOT ACCEPT WITHOUT VERIFYING THE PRESENCE OF THE WATERMARKS. THE DOCUMENT FACE CONTAINS A MULTICOLORED BACKGROUND, GOLD EMBOSSED SEAL, AND THERMOCHROMIC FL. THE BACK CONTAINS SPECIAL LINES WITH TEXT. THIS DOCUMENT WILL NOT PRODUCE A COLOR COPY.

GREAT SEAL OF THE STATE OF FLORIDA IN GOD WE TRUST

38818089

DH FORM 1947 (11/11)

CERTIFICATION OF VITAL RECORD

FLORIDA DEPARTMENT OF HEALTH

VOID IF ALTERED OR ERASED

VOID IF ALTERED OR ERASED

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: SIMON BERNSTEIN PROBATE DIVISION

IRREVOCABLE INSURANCE

TRUST dated JUNE 21, 1995 FILE NO.:
_____/

WAIVER, CONSENT AND JOINDER TO DECLARATORY ACTION TO ESTABLISH A LOST TRUST AND APPOINT A SUCCESSOR TRUSTEE

The undersigned, a surviving child of SIMON BERNSTEIN and SHIRLEY BERNSTEIN, acknowledge receipt of the captioned pleading, waive formal service and join in and consent to the relief requested.

Dated this 7TH day of March, 2013.

PAMELA A. BERNSTEIN

Pamela B. Simon

S.B. Lexington, Inc.

600 WEST JACKSON BLVD. · SUITE 800 · CHICAGO, IL 60661 · (312) 993-0014 · FAX (312) 993-0485

November 10, 1995

Capitol Bankers Life
Attn: Policyholder Services
735 North Water Street
Post Office Box 2016
Milwaukee, WI 53201

RE: Simon Bernstein
Policy # 1009208

To Whom It May Concern:

Enclosed please find a change of beneficary form for the above mentioned policy. Please process this form effective immediately.

Also, please send me an endorsed copy of this form so I know that the change has been made.

Sincerely,

Patti Simosky

Capitol Bankers Life

CAPITOL BANKERS LIFE INSURANCE COMPANY
735 North Water Street P.O. Box 2016
Milwaukee, Wisconsin 53201
414-277-9998

REQUEST LETTER

TO: Capitol Bankers Life Insurance Co.

Please comply with the request I have checked below in connection with Policy Number 1009208

Name of Insured SIMON BERNSTEIN

The Policy is not (is or is not) enclosed as instructed below.

☐ CHANGE MAIL ADDRESS TO (Do not send Policy)

(New Mail Address)

☐ POLICY LOAN (Do not send policy)

☐ I request a policy loan of $ _____ or the maximum loan value, if less.

☐ I request policy loan to pay current premium due.

☐ CHANGE OF OWNERSHIP FROM _____ (Print old owner name) to _____ (Print new owner name)

ADDRESS _____

☐ EXTENDED TERM INSURANCE (Do not send Policy)
I request that the Extended Term Insurance provision be operative as a nonforfeiture value, if available; and any election by me for application of the automatic premium loan provision now on file with the Company is hereby revoked.

☐ AUTOMATIC PREMIUM LOAN (Do not send Policy)
Make the Automatic Premium Loan provision effective, if provided in the policy

☐ PAID-UP INSURANCE (Send Policy)
I request that the Paid-Up Insurance provision be operative as a nonforfeiture value, if available.

☐ CASH SURRENDER (Send Policy)
Pay all cash surrender equities to me and as consideration for such payment, I surrender my Policy.

☐ CHANGE OF NAME BY MARRIAGE OR OTHERWISE (Do not send Policy)
Change name of: ☐ Insured ☐ Owner

From _____ (Print old name) to _____ (Print new name)

State reason for change: _____

(If the person whose name is to be changed is the policyholder, both the old and the new name of the policyholder must be signed at the bottom of this request letter on the line "Personal Signature of Policyholder.")

☒ CHANGE BENEFICIARY AS FOLLOWS: (Do not send Policy)

Beneficiaries (Give full name, age, and relationship to Insured)

Primary: (Payee at death of Insured)
LASALLE NATIONAL TRUST, N.A. TRUSTEE

Successor: (Substitute payee if no Primary payee living)
SIMON BERNSTEIN IRREVOCABLE INSURANCE TRUST DATED JUNE 21, 1995 TRUST

☐ OTHER REQUEST (Write request and send policy, if it is to be changed.)

Agent	Date	Personal Signature of Old Owner, if Ownership Change
	11-7-95	LASALLE NATIONAL TRUST, N.A. By: [signature]
Agent	Date	Personal Signature of Policyholder (Owner)

PHS1 (1/79)

Capitol Bankers Life

Capitol Bankers Life Insurance Company
Box 19191
Greenville, SC 29602-9191

803-322-3142 • 800-
FAX: 803-292-4005

November 27, 1995

LASALLE NATIONAL TRUST, N.A.
AS SUCESSOR TRUSTEE
C/O NATIONAL SERVICE ASSOC.
600 W. JACKSON BLVD, SUITE 800
CHICAGO , IL 60661

RE: SIMON BERNSTEIN
Policy #1009208

Dear Sir/Madam:

The executed beneficiary change for the above mentioned policy is as follows:

PRIMARY-LASALLE NATIONAL TRUST,N.A.
TRUSTEE
CONTINGENT-SIMON BERNSTEIN INS.
TRUST DATED 6/21/95.

This letter will serve as an endorsement to your policy.
PLEASE ATTACH THIS LETTER TO YOUR POLICY.

Capitol Bankers Life Insurance Company is happy to be of service to you. If we can be of any further assistance, please feel free to contact our office at 1-800-825-0003.

Sincerely,
CBL Service Center

S.B. Lexington, Inc.
(Employer)

EMPLOYEE DEATH BENEFIT PLAN AND TRUST

"PLAN AND TRUST"
BENEFICIARY DESIGNATION

Simon L. Bernstein

(PLEASE PRINT OR TYPE NAME OF MEMBER OR AUXILIARY MEMBER)

I hereby designate, in accordance with the terms of said Plan and Trust as it is or may be amended:

NAME OF BENEFICIARY	RELATIONSHIP
Simon Bernstein Irrevocable Insurance Trust	as Primary Beneficiary
	as Contingent Beneficiary/ies

as the person(s) to receive at my death the Death Benefit stipulated in the S.B. Lexington, Inc. Employee Death Benefit and Trust and the Adoption Form adopted by my Employer.

Signature: _____ Date: 8-26-95
MEMBER OR AUXILIARY MEMBER

Instructions:

(1) This form should be filed by the Trustee. A photo copy should be retained by the Member or Auxiliary Member.

(2) This recommendation of beneficiary shall be effective upon receipt by the Trustee.

(3) Where more than one beneficiary is designated, the proportion to be paid to each should be indicated, and if desired, provision for a contingent beneficiary if a first-named beneficiary predeceases the Member or Auxiliary Member can be included.

(4) This designation of beneficiary may be changed or revoked at any time by written instruction to the Trustee or by filing a new designation with the Trustee.

(5) This designation of beneficiary shall be disregarded if received by the Trustee after the death of the Member or Auxiliary Member.

CORPORATION FILE DETAIL REPORT

Entity Name	S. B. LEXINGTON, INC.	**File Number**	50241858
Status	DISSOLVED		
Entity Type	CORPORATION	**Type of Corp**	DOMESTIC BCA
Incorporation Date (Domestic)	05/17/1973	**State**	ILLINOIS
Agent Name	DAVID B SIMON	**Agent Change Date**	05/17/1990
Agent Street Address	600 W JACKSON BLVD	**President Name & Address**	SIMON BERNSTEIN 600 W JACKSON #800 CHGO 60606
Agent City	CHICAGO	**Secretary Name & Address**	VOLUNTARY DISSOLUTION 04 03 98
Agent Zip	60661	**Duration Date**	PERPETUAL
Annual Report Filing Date	00/00/0000	**For Year**	1998

Return to the Search Screen

BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE

Capitol Bankers Life

Capitol Bankers Life Insurance Company
Box 19191
Greenville, SC 29602-9191

800-825-0003
FAX: 864-609-4005

April 3, 1998

SIMON BERNSTEIN
7020 LIONS HEAD
BOCA RATON , FL 33496

RE: SIMON BERNSTEIN
Policy #1009208

Dear SIMON BERNSTEIN

The executed ownership change for the above mentioned policy is as follows:

SIMON BERNSTEIN
7020 LIONS HEAD
BOCA RATON , FL 33496

Capitol Bankers Life Insurance Company is happy to be of service to you. If we can be of any further assistance, please feel free to contact our office at 1-800-825-0003.

Sincerely,
Capitol Bankers Life Insurance Company

DONNA HADLEY
Policyowner Service Department

cc: CAPITOL BANKERS LIFE INSURANCE Agent #0000735

Select Year: 2011 Go

The 2011 Florida Statutes

Title VI | Chapter 86 | View Entire Chapter

CIVIL PRACTICE AND PROCEDURE | DECLARATORY JUDGMENTS

86.011 Jurisdiction of trial court.—The circuit and county courts have jurisdiction within their respective jurisdictional amounts to declare rights, status, and other equitable or legal relations whether or not further relief is or could be claimed. No action or procedure is open to objection on the ground that a declaratory judgment is demanded. The court's declaration may be either affirmative or negative in form and effect and such declaration has the force and effect of a final judgment. The court may render declaratory judgments on the existence, or nonexistence:

(1) Of any immunity, power, privilege, or right; or

(2) Of any fact upon which the existence or nonexistence of such immunity, power, privilege, or right does or may depend, whether such immunity, power, privilege, or right now exists or will arise in the future. Any person seeking a declaratory judgment may also demand additional, alternative, coercive, subsequent, or supplemental relief in the same action.

History.—s. 1, ch. 21820, 1943; s. 2, ch. 29737, 1955; s. 38, ch. 67-254; s. 3, ch. 90-269.

Note.—Former s. 87.01.

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Select Year: 2011 Go

The 2011 Florida Statutes

Title VI | Chapter 86 | View Entire Chapter

CIVIL PRACTICE AND PROCEDURE DECLARATORY JUDGMENTS

86.041 Actions by executors, administrators, trustees, etc.—Any person interested as or through an executor, administrator, trustee, guardian, or other fiduciary, creditor, devisee, legatee, heir, next of kin, or cestui que trust, in the administration of a trust, a guardianship, or of the estate of a decedent, an infant, a mental incompetent, or insolvent may have a declaration of rights or equitable or legal relations in respect thereto:

(1) To ascertain any class of creditors, devisees, legatees, heirs, next of kin, or others; or

(2) To direct the executor, administrator, or trustee to refrain from doing any particular act in his or her fiduciary capacity; or

(3) To determine any question arising in the administration of the guardianship, estate, or trust, including questions of construction of wills and other writings.

For the purpose of this section, a "mental incompetent" is one who, because of mental illness, mental retardation, senility, excessive use of drugs or alcohol, or other mental incapacity, is incapable of either managing his or her property or caring for himself or herself, or both.

History.—s. 4, ch. 21820, 1943; s. 38, ch. 67-254; s. 1, ch. 88-33; s. 459, ch. 95-147.

Note.—Former s. 87.04.

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561 239 2986 (Diane)
312 804 2318 (Jill)
847 877 4621 (Lisa)

Heritage Union Life Insurance Company
1275 Sandusky Rd Jacksonville, IL 62650-2030
Illustration based on current interest rate of 4.50%

NAME:	SIMON BERNSTEIN	TODAY'S DATE	06/15/12
POLICY NUMBER:	1009208	OPTION:	Including Cash Value
ISSUE STATUS:	47 Male NonSmoker	MODAL PREMIUM:	$27,238.00
ISSUE DATE:	December 27, 1982		Quarterly
FACE AMOUNT:	$1,689,070.00	BEGINNING ACCT VALUE:	$58,075.74

END OF YEAR	DATE	AGE	PREMIUMS	ACCOUNT VALUE AT Current rate of 4.50%	CASH VALUE AT Current rate of 4.50%	CURRENT DEATH BENEFIT	LOAN AMOUNT
30	12/27/12	77	142,235.30	73,436.63	11,824.78	1,689,070	61,611.85
31	12/27/13	78	108,952.00	73,810.76	8,810.26	1,689,070	65,000.50
32	12/27/14	79	108,952.00	64,248.27	0.00	0.00	68,575.53

This is an illustration, not a contract.
The assumptions on which this illustration is based are subject to change, unless specifically labeled 'Guaranteed'.

This illustration assumes that the currently illustrated nonguaranteed elements will continue unchanged for all years shown.
This is not likely to occur, and actual results may be more or less favorable than those shown.

Heritage Union Life Insurance Company
1275 Sandusky Rd Jacksonville, IL 62650-2030
Illustration based on current interest rate of 4.50%

NAME:	SIMON BERNSTEIN	TODAY'S DATE	06/15/12
POLICY NUMBER:	1009208	OPTION:	Including Cash Value
ISSUE STATUS:	47 Male NonSmoker	MODAL PREMIUM:	$43,372.00
ISSUE DATE:	December 27, 1982		Quarterly
FACE AMOUNT:	$1,689,070.00	BEGINNING ACCT VALUE:	$58,075.74

END OF YEAR	DATE	AGE	PREMIUMS	ACCOUNT VALUE AT Current rate of 4.50%	CASH VALUE AT Current rate of 4.50%	CURRENT DEATH BENEFIT	LOAN AMOUNT
30	12/27/12	77	174,503.30	102,477.46	40,865.61	1,689,070	61,611.85
31	12/27/13	78	173,488.00	165,847.30	100,846.80	1,689,070	65,000.50
32	12/27/14	79	173,488.00	227,104.25	158,528.72	1,689,070	68,575.53
33	12/27/15	80	173,488.00	286,167.47	213,820.29	1,689,070	72,347.18
34	12/27/16	81	173,488.00	343,201.32	266,875.04	1,689,070	76,326.28
35	12/27/17	82	173,488.00	398,567.96	318,043.74	1,689,070	80,524.22
36	12/27/18	83	173,488.00	452,043.80	367,090.75	1,689,070	84,953.06
37	12/27/19	84	173,488.00	503,502.23	413,876.75	1,689,070	89,625.47
38	12/27/20	85	173,488.00	552,081.80	457,526.92	1,689,070	94,554.86
39	12/27/21	86	173,488.00	597,102.31	497,346.92	1,689,070	99,755.39
40	12/27/22	87	173,488.00	637,705.64	532,463.70	1,689,070	105,241.94
41	12/27/23	88	173,488.00	672,791.32	561,761.08	1,689,070	111,030.25
42	12/27/24	89	173,488.00	701,141.93	584,005.02	1,689,070	117,136.91
43	12/27/25	90	173,488.00	723,858.74	600,279.30	1,689,070	123,579.44
44	12/27/26	91	173,488.00	742,908.10	612,531.79	1,689,070	130,376.31
45	12/27/27	92	173,488.00	759,584.94	622,037.93	1,689,070	137,547.01
46	12/27/28	93	173,488.00	773,440.57	628,328.48	1,689,070	145,112.09
47	12/27/29	94	173,488.00	779,190.20	626,096.95	1,689,070	153,093.26
48	12/27/30	95	173,488.00	768,250.85	606,737.46	1,689,070	161,513.39
49	12/27/31	96	173,488.00	734,412.66	564,016.04	1,689,070	170,396.62
50	12/27/32	97	173,488.00	676,439.95	496,671.51	1,689,070	179,768.44
51	12/27/33	98	173,488.00	582,761.55	393,105.85	1,689,070	189,655.70
52	12/27/34	99	173,488.00	436,938.93	236,852.16	1,689,070	200,086.76
53	12/27/35	100	173,488.00	213,270.09	2,178.56	1,689,070	211,091.54

This is an illustration, not a contract.
The assumptions on which this illustration is based are subject to change, unless specifically labeled 'Guaranteed'.

This illustration assumes that the currently illustrated nonguaranteed elements will continue unchanged for all years shown.
This is not likely to occur, and actual results may be more or less favorable than those shown.

Heritage Union Life Insurance Company
PO Box 1147, Jacksonville, IL 62651-1147
Phone 800-825-0003 Fax 803-333-7842
Visit us at www.insurance-servicing.com

4934 Claims

May 10, 2012

SIMON BERNSTEIN
C/O DIANA
FAX # 561-[redacted]-0833
C08-1[illegible]

Insured Name: SIMON C/O DIANA BERNSTEIN
Policy Number: 1009208
Correspondence Number: 09652475

Dear SIMON BERNSTEIN:

Thank you for contacting Heritage Union Life Insurance Company.

Enclosed are copies of all of the forms and letters concerning the beneficiaries and owner of the policy. We do not have any copy of the trust documents on file.

If you have any questions, please call the Client Service Center at 800-825-0003, Monday through Friday from 7:30 AM to 4:30 PM Central Standard Time.

Sincerely,

Client Services

Enclosure(s): Word Form

NO. 598 P. 1

MAY. 10. 2012 3:05PM

I OF APPLICATION TO

Capitol Bankers Life

CAPITOL BANKERS LIFE INSURANCE COMPANY
Home Office: Minneapolis, Minnesota
Administrative Office: 735 North Water St. P.O. Box 2016
Milwaukee, Wisconsin 53201 (414) 277-9998

(For an Annuity "Proposed Insured" means "Annuitant")

1009208

PERSONS TO BE INSURED (Print First Name, Middle Initial, Last Name)	Sex	Age	Birthdate	State of Birth	Build Ht.	Build Wt.	Social Security Number
PROPOSED INSURED SIMON BERNSTEIN	M		12/3/35	MICH			371-32-5211
SPOUSE (if to be insured or Payor)							

DEPENDENT CHILDREN IF TO BE INSURED	NAME	Age	BIRTHDATE Mo. Day Yr.	NAME	Age	BIRTHDATE Mo. Day Yr.

Residence Address 620 N. SHERIDAN RD. Employer S.B. LEXINGTON, INC.
City Glencoe State ILL. Zip 60022 Business Address 9933 LAWLER
County _____ Telephone No. _____ Occupation EXECUTIVE

Proposed insured will be owner of policy unless otherwise indicated.
Owner's Name First Arlington National Bank, Trustee Social Security Number _____
Mailing Address Of S.B. Lexington, Inc. Employee Death Benefit Trust
Relationship to Proposed Insured _____

	Yes	No
1. Is this insurance intended to replace or modify any insurance or annuity now carried?	☐	☒
2. Are there any other applications now pending for Life or Health Insurance?	☐	☒
Has any person to be covered:		
3. Flown in past 3 years other than as a fare paying passenger or is such contemplated?	☐	☒
4. Ever participated in sky diving, skin diving, scuba diving, auto racing, mountain climbing or any avocation of a similar nature?	☐	☒
5. Had drivers license suspended or revoked? Drivers license number _____	☐	☒
6. Do you now smoke cigarettes?	☐	☒
7. If no, have you ever smoked cigarettes?	☐	☐
8. If yes, when did you stop? _____		

LIFE INSURANCE OR ANNUITY APPLIED FOR:

Plan CVL
Amount $2,000,000.
☐ Level Term for _____ Yr. $ _____
☐ Reducing Term for _____ Yr. $ _____
☐ Waiver of Premium ☐ G.P.O. _____ Units
☐ ADB ☐ Other

If available, automatic premium loan provision? Yes ☒ No ☐
Premiums ☒ Ann. ☐ Qtr. ☐ List Bill ☐ Other
Payable ☐ S.A. ☐ PAC ☐ Allotment

Total insurance in force?
(If space is insufficient, enter under Remarks.)

Name of Company	Coverage (Life)	Amount of Acc. Death	Year of Issue
INTER-OCEAN	1,000,000		80

Beneficiaries: (Full names and relationship. If minor, give date of birth.) First Arlington National Bank, Trustee
Primary? of S.B. Lexington, Inc. Employee Death
Contingent? Benefit Trust

Send Notices to* see below
☐ Proposed Insured at Address Above
☐ or to Owner at Address Above ☐ Business Address Above

Remarks/Amendments PLEASE SEND PREMIUM NOTICES TO: * S.B. Lexington, Inc. Employee Death Benefit Plan, c/o National Service Association
9933 Lawler Suite 210
Skokie, Illinois 60077

I represent that the statements and answers given in this application are true and complete to the best of my knowledge and belief. I understand and agree that insurance upon this application will not become effective (A) unless this application is accepted by the Insurance Company during my lifetime and the lifetime of each dependent listed above and (B) unless the first premium is paid in full during my lifetime and the lifetime of each dependent listed above.

ACKNOWLEDGEMENT AND AUTHORIZATION

I hereby acknowledge receipt of a notice titled "Notice to Applicants for Insurance" respecting the filing and distribution of medical information concerning myself and receipt of a notice respecting the Fair Credit Reporting Act. Public Law 91-508.
I hereby authorize any licensed physician, medical practitioner, hospital, clinic or other medical or medically related facility, insurance company, the Medical Information Bureau or other organization, institution or person that has any records or knowledge of me or my health to give to the Capitol Bankers Life Insurance Company or its reinsurers any such information. A photographic copy of this authorization shall be as valid as the original.

Is there a replacement involved in this transaction? ☐ Yes ☒ No Signed at CHICAGO, ILLINOIS
City State
3/2/82 Date Signature of Proposed Insured
NO. 598 P. 2
MAY. 10. 2012 3:05PM

National Service Association
600 WEST JACKSON BLVD. • SUITE 800 • CHICAGO, IL 60661 • (312) 993-0537

April 10, 1992

Sheldon Simon
S&S Bag & Burlap Company
1024 West Kinzie
Chicago, IL 60622

Dear Mr. Simon:

Please sign below to formally remove First of America Trust Company as Trustee and to approve LaSalle National Bank as Successor Trustee.

Please fax immediately to: Sandy Kapsa
National Service Association
600 W. Jackson Boulevard, Suite 800
Chicago, IL 60661

Ms. Marcia Mueller
First of America Trust Company
120 W. State St., P.O. Box 1628
Rockford, IL 61110-0128

Re: S&S Bag & Burlap Company

Dear Ms. Mueller:

This serves as notification to remove First of America Trust Company as our Trustee. The LaSalle National Bank is the Successor Trustee. Please release our complete file and assets to:

LaSalle National Trust, N.A.
135 S. LaSalle Street
4th Floor
Chicago, IL 60603
Attention: Mr. William Kursar

Sincerely,

Sheldon Simon

Title:
S&S Bag & Burlap Company

National Service Association
600 WEST JACKSON BLVD. · SUITE 600 · CHICAGO, IL 60606 (312) 993-0537

June 5, 1992

Terri Holfert
Capitol Bankers Life
205 E. Wisconsin Avenue
P.O. Box 2016
Milwaukee, WI 53201

Re: Change of Trustees
Simon Bernstein #1009208

Dear Terri:

Enclosed are copies of the removal of First of America Trust Company as trustee, and the appointing of the LaSalle National Trust, N.A. as Successor Trustee for Simon Bernstein/S.B. Lexington, Inc. policy at Capitol Bankers Life Insurance Company.

Please change all records to show LaSalle National Trust, N.A. as Trustee for the above policy.

I have also enclosed a letter from LaSalle National Trust, N.A. accepting the above cases.

If you need any additional information, please let me know.

Sincerely yours,

Sandy Kapsa

Enclosure(s)

JUN 09 1992

MAY. 10. 2012 3:06PM NO. 598 P. 4

Capitol Bankers Life

Capitol Bankers Life Insurance Company
Box 19191
Greenville SC 29602-9191

800-825-0003
FAX 864-609-4565

April 3, 1998

SIMON BERNSTEIN
7020 LIONS HEAD
BOCA RATON , FL 33496

RE: SIMON BERNSTEIN
Policy #1009208

Dear SIMON BERNSTEIN

The executed ownership change for the above mentioned policy is as follows:

SIMON BERNSTEIN
7020 LIONS HEAD
BOCA RATON , FL 33496

Capitol Bankers Life Insurance Company is happy to be of service to you. If we can be of any further assistance, please feel free to contact our office at 1-800-825-0003.

Sincerely,
Capitol Bankers Life Insurance Company

DONNA HADLEY
Policyowner Service Department

cc: CAPITOL BANKERS LIFE INSURANCE Agent #0000735

Capitol Bankers Life

Capitol Bankers Life Insurance Company
Box 10191
Greenville, South Carolina 29603-0191
864-609-2142 ● 800-675-0001 ● FAX 864-609-4026

REQUEST LETTER

Use this form to: change address, premium mode, name, beneficiary, or owner; request duplicate policy, surrender, or non-forfeiture option; effect release of interest.

Instructions

a. A separate request form must be completed for each policy.
b. Please print or type all information except signatures.
c. If applicable, the term "insured" also means "annuitant," and the term "policy" also means "contract."

Required Signatures

a. Owner must sign ALL requests.
b. If policy is collaterally assigned, assignee must sign if request number 8 is made.
c. If beneficiary was designated without right of revocation, beneficiary must sign if request number 8 or 9 is made.
d. If owner resides in a community property state, the spouse of the owner must sign if request number 4 is made.
e. If owner is a partnership, each partner must sign if request number 6 or 8 is made.
f. If owner is a corporation, only an authorized officer other than the insured may sign. A resolution of authorization by the corporation board of directors must be attached to this form if request number 6 or 8 is made.
g. "Witness Signature" and "Additional Required Signature" apply to any and all requests within this form.

Insured Simon Bernstein / S.B. Lexington Policy Number 1009208
Owner Lasalle National Trust Telephone Number of Owner (312) 904-2486
Mailing Address of Owner 135 South Lasalle Street Chicago IL 60674
Number and Street City State Zip Code

1. ☐ **ADDRESS CHANGE** (Owner Only). The "Mailing Address of Owner" indicated above is a change of address. Change policy records and send all future correspondence and notices to the new address.

2. ☐ **ADDRESS CHANGE** (Other than Owner).
For: ☐ Insured ☐ Assignee ☐ Payor (Billing Address) ☐ Other _____
New Address: _____
Number and Street City State Zip Code

3. ☐ **MODE OF PREMIUM PAYMENT CHANGE**
Change Mode to: ☐ Annual ☐ Semi-Annual ☐ Quarterly ☐ Pre-Authorized Check (attach complete authorization form and voided check)
NOTE: One of the premium due dates of the new mode must be a policy anniversary.

4. ☐ **BENEFICIARY CHANGE**
I hereby revoke all previous beneficiary designations and settlement options for the above policy. The beneficiary shall be as shown below. The rights of the beneficiary will be subject to the rights of any assignee of record.

	FULL NAME OF BENEFICIARY	RELATIONSHIP	% OF PROCEEDS
PRIMARY			
CONTINGENT			

Note: If beneficiary is being changed to a trust, give date of Trust Agreement: _____

5. ☐ **NAME CHANGE FOR:** ☐ Insured ☐ Owner
From _____ to _____
(Print old name) (Print new name)
Reason for change: ☐ Marriage ☐ Divorce ☐ Other: _____
(If the person whose name is to be changed is the policyowner, both the old and the new name must be signed at the bottom of this form on the line "Owner's Signature.")

6. ☒ **OWNERSHIP CHANGE—ABSOLUTE ASSIGNMENT.**
For the value received, I hereby give all benefits, rights, and privileges incident to ownership of the above policy to:
New Owner: Simon Bernstein Soc. Sec/Tax I.D. No. _____
Mailing Address: 7020 Lions Head Boca Raton FL 33496
Number and Street City State Zip Code
If ownership is being transferred to a trust, give date of Trust Agreement: _____

MAY. 10. 2012 3:06PM
NO. 598 P. 6

7. ☐ **DUPLICATE POLICY** ($10.00 fee required) or ☐ **CERTIFICATE OF INSURANCE** (no fee)
I hereby declare that the above policy was lost or destroyed under the following circumstances:

I agree that, upon issuance of a duplicate policy, the original policy will be null and void, and that, if the original is found, it will be promptly returned to the Company. I agree to hold Capitol Bankers Life harmless from any claim or requests under the original policy.

8. ☐ **POLICY LOAN**
☐ I request a policy loan of $_____, or the Maximum Loan Value, if less.
☐ Variable Interest Rate ☐ Fixed Interest Rate
☐ I request a policy loan to pay premiums due:
☐ Variable Interest Rate ☐ Fixed Interest Rate
☐ I request the addition of the Automatic Premium Loan provision to my policy:
☐ Variable Interest Rate ☐ Fixed Interest Rate

Note that a Fixed Rate Loan reduces the cash value and face amount at anniversary. This transaction may cause premiums to increase.

A Variable Loan affects the values of the policy only upon death or surrender.

If the loan rate option is not specified, the loan will be processed under the loan rate provisions of the policy.

9. ☐ **POLICY SURRENDER.** I am returning the policy: I request a full surrender.

INCOME TAX WITHHOLDING NOTICE AND ELECTION: In 1982, Congress passed the Tax Equity and Fiscal Responsibility Act (TEFRA). This law requires that a tax of 10% be withheld from the taxable portion of certain life insurance payments you receive unless you decide not to have tax withheld. Withholding applies only to the taxable portion of the payment you receive and not to the entire payment. The taxable portion, which is subject to withholding, is, in general, equal to the excess of the amount you receive over the total net amount which is considered to be your cost basis for such amount. In many instances, when a life insurance policy is surrendered for its cash value, there is no such excess.

Elect withholding or no withholding by checking the appropriate box below. Please complete this section of this form by signing it and filling in your Social Security Number. *If you do not make a choice, we will withhold 10% for Federal income taxes from any taxable portion of your payment.*

Even if you decide not to have Federal income tax withheld, you are still liable for payment of Federal income tax on the taxable portion of this payment. You may be subject to tax penalties under the Estimated Tax Payment Rules if your payments of estimated tax and withholding, if any, are not sufficient.

PLEASE (✓) ONE BLOCK
☐ I have read the above notice and elect to have no income tax withheld.
☐ I have read the above notice and elect to have income tax withheld.

Resident State _____
Social Security Number* _____
* If not completed properly we may be required to withhold 20% from any disbursement of your payment.

10. ☐ **OTHER.** Indicate here any change not listed on this form, EXCEPT Addition of Riders, Reinstatement, Increase in Death Benefit, Change in Plan, or Conversion.

BY MY SIGNATURE BELOW, I ACKNOWLEDGE THAT: I understand that this request is subject to the provisions and conditions of the above policy and that the Company may request additional information or impose additional requirements. I agree that my signature shall apply to each request which has been checked on this form and further agree that no request which is not checked will become effective. I certify that the above policy is not pledged or assigned to any other person or corporation, except where stated in the request, and that no proceedings in bankruptcy are pending.

Signed at CHICAGO IL
City and State

Date 3-31-98

Brenda S. Rotstein, LaSalle Nat'l Bk
Signature of Witness (Attest to All Required Signatures Within This Form)

LA SALLE NATIONAL BANK
BY: Linda U Conlon
Owner's Signature

Next Owner's Signature, If Applicable

Additional Required Signature, If Any
(Applies to Any Item in This Form Where Required. Indicate This Entire Interest in This Policy.)

MAY. 10. 2012 3:06PM

NO. 598 P. 7

TS006481

JLY NOV 27 1995

S.D. Lexington, Inc.

600 WEST JACKSON BLVD. · SUITE 800 · CHICAGO, IL 60661 · (312) 993-0014 · FAX (312) 993-0485

November 10, 1995

Capitol Bankers Life
Attn: Policyholder Services
735 North Water Street
Post Office Box 2016
Milwaukee, WI 53201

RE: Simon Bernstein
Policy # 1009208

To Whom It May Concern:

Enclosed please find a change of beneficary form for the above mentioned policy. Please process this form effective immediately.

Also, please send me an endorsed copy of this form so I know that the change has been made.

Sincerely,

Patti Simosky

MAY. 10. 2012 3:06PM NO. 598 P. 8

Capitol Bankers Life

CAPITOL BANKERS LIFE INSURANCE COMPANY
635 North Water Street P.O. Box 2016
Milwaukee, Wisconsin 53201
414-277-9984

REQUEST LETTER JLY NOV 27 1995

TO: Capitol Bankers Life Insurance Co

Please comply with the request I have checked below in connection with Policy Number 1009208

Name of Insured SIMON BERNSTEIN

The Policy is not enclosed as instructed below
(is or is not)

☐ CHANGE MAIL ADDRESS TO (Do not send Policy)

(New Mail Address)

☐ POLICY LOAN (Do not send policy)

☐ I request a policy loan of $ _____ or the maximum loan value, if less

☐ I request policy loan to pay current premium due.

☐ CHANGE OF OWNERSHIP FROM _____ to _____
(Print old owner name) (Print new owner name)

ADDRESS _____

☐ EXTENDED TERM INSURANCE (Do not send Policy)
I request that the Extended Term Insurance provision be operative as a nonforfeiture value, if available; and any election by me for application of the automatic premium loan provision now on file with the Company is hereby revoked

☐ AUTOMATIC PREMIUM LOAN (Do not send Policy)
Make the Automatic Premium Loan provision effective, if provided in the policy.

☐ PAID-UP INSURANCE (Send Policy)
I request that the Paid-Up Insurance provision be operative as a nonforfeiture value, if available

☐ CASH SURRENDER (Send Policy)
Pay all cash surrender equities to me and as consideration for such payment, I surrender my Policy.

☐ CHANGE OF NAME BY MARRIAGE OR OTHERWISE (Do not send Policy)
Change name of ☐ Insured ☐ Owner

From _____ to _____
(Print old name) (Print new name)

State reason for change: _____

(If the person whose name is to be changed is the policyholder both the old and the new name of the policyholder must be signed at the bottom of this request letter on the line "Personal Signature of Policyholder.")

☒ CHANGE BENEFICIARY AS FOLLOWS: (Do not send Policy)

Beneficiaries (Give full name, age, and relationship to Insured)

Primary (Payee at death of Insured)
LASALLE NATIONAL TRUST, N.A. TRUSTEE

Successor (Substitute payee if no Primary payee living)
SIMON BERNSTEIN IRREVOCABLE INSURANCE TRUST DATED JUNE 21, 1995 TRUST

☐ OTHER REQUEST (Write request and send policy, if it is to be changed.)

Agent	Date	Personal Signature of Old Owner, if Ownership Change
	11-7-95	LASALLE NATIONAL TRUST, N.A. By: Linda Wonker
Agent	Date	Personal Signature of Policyholder (Owner)

PHS1 (1/79)

MAY. 10. 2012 3:06PM NO. 598 P. 9

Capitol Bankers Life

Capitol Bankers Life Insurance Company
Box 19191
Greenville, SC 29602-9191

803-322-3142 • 800-825-0003
FAX: 803-292-4005

November 14, 1995

LASALLE NATIONAL TRUST, N.A.
AS SUCESSOR TRUSTEE
C/O NATIONAL SERVICE ASSOC.
600 W. JACKSON BLVD, SUITE 800
CHICAGO , IL 60661

RE: SIMON BERNSTEIN
Policy #1009208

Dear Sir/Madam:

I am writing this letter in response to your request. The above mentioned policy has been paid to November 27, 1995 by a premium loan.

The status of the loan is as follows:

Net Loan	$5,139.05
Interest	$66.46
Total Gross Loan	$5,205.51

Total Outstanding Loan Balance to 27NOV1995: $26,503.35

If the loan is not repaid by the next anniversary date, the cash value and face amounts will be reduced by the amount of the loan. The premium may increase so that the cash value will equal the policy face amount at the policy target age.

Capitol Bankers Life Insurance Company enjoys serving you. If you have any questions, feel free to contact our office at 1-800-825-0003.

Sincerely,

CBL Service Center

A member of the North American Life Assurance Company Family of Companies

MAY. 10. 2012 3:06PM NO. 598 P. 10

Capitol Bankers Life

Capitol Bankers Life Insurance Company
Box 19191
Greenville, SC 29602-9191

803-322-3142 • 800-825-0003
FAX: 803-292-4005

November 27, 1995

LASALLE NATIONAL TRUST, N.A.
AS SUCESSOR TRUSTEE
C/O NATIONAL SERVICE ASSOC.
600 W. JACKSON BLVD, SUITE 800
CHICAGO , IL 60661

RE: SIMON BERNSTEIN
Policy #1009208

Dear Sir/Madam:

The executed beneficiary change for the above mentioned policy is as follows:

PRIMARY-LASALLE NATIONAL TRUST,N.A.
TRUSTEE
CONTINGENT-SIMON BERNSTEIN INS.
TRUST DATED 6/21/95.

This letter will serve as an endorsement to your policy.
PLEASE ATTACH THIS LETTER TO YOUR POLICY.

Capitol Bankers Life Insurance Company is happy to be of service to you. If we can be of any further assistance, please feel free to contact our office at 1-800-825-0003.

Sincerely,
CBL Service Center

MAY. 10. 2012 3:06PM NO. 598 P. 11

PAMELA B. SIMON INSURANCE TRUST

PAMELA B. SIMON INSURANCE TRUST

I, PAMELA B. SIMON, transfer the assets described in the attached Schedule to the Trustee. These assets and any other assets that may be received by the Trustee shall be held in trust subject to the provisions of this instrument. This instrument and the trusts it establishes are irrevocable and are not subject to amendment or modification in any manner. I intend to divest myself entirely of all my incidents of ownership in insurance and assets from time to time held in this trust.

ARTICLE I

Original Trust

1.1 **Ownership of Insurance.** The Trustee shall have all incidents of ownership of every insurance policy held in trust, including without limitation the rights to pay premiums from trust income and principal, to exercise any option, election or privilege given under such policy, to change any beneficiary, to borrow any sums of money in accordance with the policy provisions, to use such policy as security for any loan or other purpose, to receive any dividends, earnings or other payments on such policy, to use dividends in any way permissible under such policy, including but not limited to the purchase of additional insurance or the payment of premiums, and to surrender such policy for the cash surrender value. Any instruments executed by the Trustee in connection with any insurance policy shall be binding upon the insurance company and upon every beneficiary.

1.2 **Collection.** After my death the Trustee shall take whatever action the Trustee considers best to collect the proceeds of any policy payable to the Trustee, but the Trustee need not incur expense or take legal proceedings unless indemnified. The Trustee may give a full discharge to any insurance company of its liability under a policy. In the event of forfeiture of any insurance policy for nonpayment of premiums, the Trustee shall collect the cash value of such policy.

1.3 **Special Withdrawal Rights.** I intend that contributions to the Original Trust shall qualify as gifts of present interests for federal gift tax purposes first to the extent of $5,000 per year for my spouse and then to the maximum extent possible for my children. Therefore, my spouse and my children shall have certain withdrawal rights as described in Section 5.1.

1.4 **Distributions During My Life.** Subject to the provisions regarding the payment of premiums under Section 1.1 and the rights of withdrawal under Section 5.1, during my life the Trustee may distribute any part or all of the net income and principal of the Original Trust to any one or more of my spouse (the "primary beneficiary") and my descendants (whenever born) in equal or unequal shares as the Trustee from time to time considers advisable for the support in reasonable comfort, health care, education at any level, best interests and welfare of such beneficiaries; provided, however, that no distribution shall be made that would discharge my legal obligation to support any beneficiary. In exercising this discretion, the Trustee shall

give priority to the interests of my spouse. Any undistributed net income shall be added to the principal of the Original Trust at least annually.

1.5 **Contingent Disposition.** Notwithstanding any other provision, in the event proceeds of any life insurance policy on my life that are payable to the trust are includible in my gross estate as finally determined for federal estate tax purposes, the Trustee shall distribute such proceeds to the then acting Trustee of the PAMELA B. SIMON TRUST, previously established by written instrument, to be dealt with pursuant to its terms in effect at my death or, if such trust is not in existence at my death, the Trustee shall distribute such proceeds to my estate.

ARTICLE II

Family Trust

2.1 **Creation.** If my spouse survives me, upon my death the Trustee shall hold trust assets as the principal of the Family Trust for the benefit of my spouse (the "primary beneficiary") and my family.

2.2 **Discretionary Distributions.** The Trustee may distribute any part or all of the net income and principal of the Family Trust to any one or more of my spouse and my descendants (whenever born) in equal or unequal shares as the Trustee from time to time considers advisable for the support in reasonable comfort, health care, education at any level, best interests and welfare of such beneficiaries. In exercising this discretion, the Trustee shall give priority to the interests of my spouse. Any undistributed net income shall be added to the principal of the Family Trust at least annually.

2.3 **Termination.** Upon my spouse's death, the Trustee shall allocate the remaining Family Trust assets in shares *per stirpes* for my then living descendants, subject to the Descendant's Trust withholding provisions.

ARTICLE III

Descendant's Trusts

3.1 **Gift to Descendants.** If my spouse does not survive me, upon my death the Trustee shall allocate trust assets in shares *per stirpes* for my then living descendants, subject to the Descendant's Trust withholding provisions.

3.2 **Withholding.** Any share of any trust allocated for any descendant of mine shall be retained by the Trustee as the principal of a Descendant's Trust for such descendant (the "primary beneficiary") to be added to any Descendant's Trust then held for such beneficiary, or if none, to be retained as a separate Descendant's Trust.

3.3 **Discretionary Distributions.** The Trustee may distribute any part or all of the net income and principal of a Descendant's Trust to any one or more of the primary beneficiary of such Descendant's Trust and the descendants (whenever born) of such beneficiary, in equal or unequal shares as the Trustee from time to time considers advisable for the support in reasonable comfort, health care, education at any level, best interests and welfare of such beneficiaries. Any undistributed net income shall be added to the principal of such Descendant's Trust at least annually.

3.4 **Right to Withdraw Principal.** After the primary beneficiary of a Descendant's Trust has attained age 25, such beneficiary may withdraw any part or all of the principal of such trust, provided that such withdrawals do not exceed in the aggregate: one-third in value before such beneficiary has attained age 30, nor two-thirds in value before such beneficiary has attained age 35. Such rights of withdrawal shall be exercised by written instruments delivered to the Trustee during such beneficiary's lifetime. The "value" to which such fractions apply shall be the sum of:

(a) The value of trust principal as of the time when such beneficiary first becomes entitled to request such fraction;

(b) The value of any amounts withdrawn under this Section prior to such time, valued as of the date of withdrawal; and

(c) The value of any additions to such Descendant's Trust after such time, valued as of the date of addition.

3.5 **Termination.** Upon the death of the primary beneficiary of a Descendant's Trust, the Trustee shall allocate the remaining assets of such trust, subject to the Descendant's Trust withholding provisions, in shares *per stirpes* for:

(a) Such beneficiary's then living descendants, or if none;

(b) The then living descendants of such beneficiary's nearest ancestor who has descendants then living and who was either my descendant or me.

3.6 **Power to Appoint at Death.** Notwithstanding any other provision of this Article, upon the death of the primary beneficiary of a Descendant's Trust such beneficiary may direct the Trustee to distribute any part or all of such trust's assets, in trust or otherwise, to or for the benefit of one or more of such beneficiary's spouse and descendants (whenever born), the spouses of such descendants and any one or more of the trusts under this instrument of which a descendant of mine is the primary beneficiary. Any such direction shall be made by Will making specific reference to this power.

ARTICLE IV

Trustee

4.1 **Appointment of Trustee.** , shall be the initial Trustee. If at any time the then acting individual Trustee named in this Section or designated pursuant to the next Section is unwilling or unable to act, , if he is then willing and able to act, shall become a Trustee. If no corporate Trustee is acting at my death, CONTINENTAL BANK, N.A., of Chicago, Illinois, or any successor to its trust business, shall become the corporate Trustee to act with the individual Trustee from time to time acting, or if none, as sole Trustee. All acting Trustees of any trust are collectively referred to as "the Trustee", all acting individual Trustees of any trust are collectively referred to as "the individual Trustee" and all individuals who are acting as independent Trustees of any trust are collectively referred to as "the independent individual Trustee". An "independent Trustee" of any trust is either a corporate Trustee or an individual who is not a beneficiary of such trust and has no legal obligation to support any beneficiary of such trust.

4.2 **Individual Trustee May Designate Successor.** Any individual Trustee of any trust may designate a successor Trustee for such trust by naming one or more qualified individuals or qualified corporations, in the alternative, as such Trustee's immediate successor. Any designation of a successor Trustee under this Section may be revoked by such individual Trustee at any time prior to such individual's ceasing to act as Trustee of such trust. Any such designation or revocation thereof shall be made by written notice to the other then acting Trustee of such trust, if any, and to the designees. No designation of a corporate successor shall become effective if a corporate Trustee is then acting, and no designation of any successor Trustee shall become effective if an individual who is willing and able to act is named in this instrument as a successor to the designating Trustee.

4.3 **Addition of Independent Individual Trustee.** If no independent Trustee of a trust is acting, the individual Trustee of such trust may appoint in writing a qualified individual who will be an independent Trustee as an additional Trustee of such trust to act with the other Trustee or Trustees from time to time acting, or if none, as sole Trustee. Notwithstanding any other provision, an independent individual Trustee appointed pursuant to this Section may not designate a successor Trustee.

4.4 **Addition of Corporate Trustee.** If no corporate Trustee of a trust is acting, the individual Trustee of such trust may appoint in writing a qualified corporation as corporate Trustee of such trust, to act with the individual Trustee from time to time acting, or if none, as sole Trustee.

4.5 **Removal of Corporate Trustee.** The independent individual Trustee of a Trust, if any, may remove the corporate Trustee of such trust for reasonable cause by written notice to such Trustee. Such removal shall become effective on the date on

which a written acceptance by the successor corporate Trustee appointed pursuant to this Article is delivered to the removed corporate Trustee.

4.6 **Appointment of Successor Corporate Trustee.** Whenever the corporate Trustee of any trust declines to act, resigns or is removed, the primary beneficiary, if any, otherwise a majority of the income beneficiaries of such trust, shall in writing appoint any qualified corporation as successor corporate Trustee of such trust.

4.7 **Divorced Trustee.** Any Trustee whose marriage to me is terminated by court decree (a "Divorced Trustee") is unable to act. Any individual Trustee designated by a Trustee who is unable to act because of this Section (including without limitation by a Divorced Trustee) shall also be unable to act. The preceding sentence shall not apply to any Trustee otherwise named, designated or appointed under this Article.

4.8 **Deadlock.** If the Trustees qualified to participate in an action or decision of the Trustees are evenly divided and a corporate Trustee so qualified is then acting, the individual Trustee so qualified shall control. If the Trustees qualified to participate in an action or decision of the Trustees are evenly divided and no corporate Trustee so qualified is then acting, the individual Trustee so qualified other than any independent individual Trustee shall control. Any Trustee who is not qualified to participate in or who dissents from such action or decision shall not be liable therefor.

4.9 **Investment Advisor.** When there are two or more Trustees of a trust, one of which is a corporate Trustee, the individual Trustee of such trust may appoint one or more investment advisors who regularly offer investment counselling services to act as "Advisor" as to any part or all of the assets of such trust. Such individual Trustee is authorized to retain and discharge such Advisors and determine the extent of each such Advisor's investment responsibility. The corporate Trustee shall not have any investment responsibility for any part of the assets of such trust to the extent investment responsibility for such part has been given to such an Advisor and shall not be liable for any exercise or non-exercise of the investment responsibility given to such an Advisor. The corporate Trustee shall have no obligation to review or inquire into any such Advisor's exercise or non-exercise of such Advisor's investment responsibility. With respect to any period during which the corporate Trustee's duties and responsibilities have been reduced pursuant to this Section, the corporate Trustee shall lower its fee to a level commensurate with its reduced duties and responsibilities, and its refusal to do so shall constitute reasonable cause for removal of such corporate Trustee.

ARTICLE V

Miscellaneous

5.1 **Withdrawal Rights.**

(a) **General Rights.** With respect to any direct or indirect contribution (including insurance premium payments) to the Original Trust, such of my spouse and my children as are living at the time of such contribution shall have the right to withdraw from the aggregate principal from time to time of all trusts created under this instrument, regardless of whether such trusts were in existence at the time of such contribution, amounts not exceeding the amount of such contribution; provided, however, that the aggregate rights of withdrawal granted to my spouse in any calendar year shall not exceed $5,000 and that the aggregate rights of withdrawal granted to any child of mine in any calendar year shall not exceed the largest amount that then qualifies for the annual per donee exclusion allowed for federal gift tax purposes under section 2503 of the Code, assuming that a split gift election will be made if the donor was married at the time of the contribution. If the cumulative amount of such contributions at any time during a calendar year is less than the sum of such maximum withdrawal amounts for such year, then the maximum withdrawal amounts of my children shall abate pro rata until fully abated to zero, and thereafter the maximum withdrawal amount of my spouse shall abate. A right of withdrawal shall be deemed to be granted pursuant to this Section 5.1 on the date of the contribution giving rise to such right.

(b) **Notice of Rights.** Each beneficiary who is granted a right of withdrawal under this Section is entitled to notice of such right and of any subsequent change in such right. If at the time of notice such beneficiary is under a legal disability, notice shall be given to the personal representative of such beneficiary, or if none, to a parent of such beneficiary, but while a beneficiary is under a legal disability, rights of withdrawal may be exercised only by such beneficiary's personal representative. Notwithstanding any other provision, such notice shall state the following:

(1) the amount of such beneficiary's maximum annual withdrawal rights;

(2) the procedure for ascertaining the actual amount subject to withdrawal in any given year; and

(3) the time and manner in which such annual rights may be exercised, provided however, that the time period during which such annual rights may be exercised shall not in any event be less than 60 days.

The Trustee shall give the notice required by this Section to each individual entitled thereto no later than 30 days after any of the following events: (1) the first contribution giving rise to a given beneficiary's right of withdrawal under this Section; (2) the modification of such right pursuant to subsection (e) of this Section; (3) the removal of a legal disability if notice was previously given to such beneficiary's parent or personal

representative; and (4) the appointment of a substitute legal representative for such beneficiary.

(c) **Exercise of Rights.** A right of withdrawal granted pursuant to this Section may be exercised only by written instrument delivered to the Trustee after such right of withdrawal is granted but before termination of such right under this Section. If more than one Descendant's Trust is in existence when a right of withdrawal is exercised, each such Descendant's Trust shall contribute that portion of the total amount required to satisfy such exercise as the primary beneficiary of such trust would receive if such total amount were distributed in shares *per stirpes* to my then living descendants.

(d) **Termination of Rights.** On April 1 of each year, rights of withdrawal held by an individual that were granted in preceding calendar years that have not already terminated before such April 1 shall terminate to the extent of the greater of $5,000 or 5 percent of the then value of the trust assets out of which, or the proceeds of which, the exercise of such rights of withdrawal could be satisfied, which shall include all then trust assets, including those added after any such withdrawal rights were granted.

(e) **Change in Rights.** A donor who contributes assets to the Original Trust shall have the right, by a written instrument delivered to the Trustee at the time of such contribution, (1) to exclude any individual who would otherwise have a right of withdrawal from having such right with respect to such contribution; (2) to increase or decrease the amount of any right of withdrawal that would otherwise be granted to any individual by reason of such contribution, except that the aggregate amount of such rights of withdrawal so granted as a result of such contribution shall not exceed the amount of such contribution; and (3) to change the period during which any right of withdrawal granted by reason of such contribution may be exercised.

(f) **No Distributions.** Notwithstanding any other provision, the Trustee shall make no distribution to a beneficiary from a trust (other than a terminating distribution to a Descendant's Trust), a beneficiary shall have no right to exercise a power of appointment over any trust, and a primary beneficiary of a Descendant's Trust shall have no right to withdraw from such trust pursuant to Section 3.4, to the extent that after such distribution, appointment or withdrawal, the remaining principal of such trust would be insufficient to satisfy its share of all outstanding rights of withdrawal granted under this Section if such rights were exercised.

(g) **Trustee Liability.** Any decisions made in good faith by the Trustee in carrying out these directions shall not be subject to review, and the Trustee shall be held harmless from any cost or liability as to such decisions.

5.2 **Standards for Discretionary Distributions.** Except as otherwise provided, in exercising discretion granted to the Trustee to make distributions from any trust to a beneficiary of such trust, the Trustee may consider:

(a) the accustomed manner of living from time to time of such beneficiary;

(b) all other income and assets known to the Trustee to be available to such beneficiary;

(c) the desirability of depleting income and assets that will be subject to greater estate, generation-skipping or other transfer taxes at such beneficiary's death; and

(d) any other factors the Trustee deems pertinent.

5.3 **Failure of Beneficiaries.** Except as otherwise provided, if at any time a trust has no surviving beneficiary, then the remaining principal and undistributed income of such trust shall be distributed as follows: (a) if I have a spouse, such assets shall be divided into two parts of substantially equal value, and one such part shall be distributed to my heirs, and one such part shall be distributed to such spouse's heirs, such heirs and their shares to be determined pursuant to Illinois law then in effect as if my spouse and I had each died unmarried and intestate at that time; or (b) if I do not have a spouse, such assets shall be distributed to my heirs, such heirs and their shares to be determined pursuant to Illinois law then in effect as if I had died intestate at that time. Notwithstanding any other provision, for purposes of this Section my "spouse" means the individual to whom I was legally married and not legally separated from at my death, or if I was not legally married at my death or if I am living at the time a distribution is to be made under this Section, the last person to whom I was legally married, provided that at the time of such person's death I was legally married to, and not then legally separated from, such person.

5.4 **Special Assets.** Any securities or other interests in . (or any business entity that shall succeed to its business or assets) are "Special Assets". The Trustee is expressly authorized to retain any Special Assets that may from time to time be a part of the principal of any trust, notwithstanding that such Special Assets may constitute a large part or all of the principal of such trust and may therefore lack the diversification or productivity ordinarily considered prudent for trust investments. No Trustee shall be disqualified from holding office or accepting remuneration with respect to Special Assets, or from purchasing or selling Special Assets, or voting Special Assets in favor of such Trustee.

5.5 **Child and Descendant.** A "child" or "descendant" means a child or descendant born of a lawful marriage; any person lawfully adopted prior to attaining age 21 shall be deemed "born of a lawful marriage". Except where distribution is directed to descendants "*per stirpes*", the word "descendants" includes descendants of every degree whether or not a parent or more remote ancestor of a descendant is also living.

5.6 **Administrative Provisions.** I incorporate by reference the Administrative Provisions attached to this instrument on this date.

Signed and agreed on MARCH 1, 1994, and the Trustee acknowledges acceptance of the trust and receipt of the assets described in the attached Schedule.

PAMELA B. SIMON, Grantor

Heritage Union Life Insurance Company
P.O. Box 1600, Jacksonville, IL 62651
Phone 800-825-0003 Fax 803-333-4936
Visit us at www.insurance-servicing.com

November 29, 2012

LASALLE NATIONAL TRUST N.A
C/O ROBERT SPALLINA, ATTORNEY AT LAW
4855 TECHNOLOGY WAY STE 720
BOCA RATON FL 33431

Insured Name: SIMON BERNSTEIN
Policy Number: 1009208
Correspondence Number: 09801925

Dear Trustee:

We are writing to remind you that we have not received the previously requested items necessary to proceed with our review of the pending claim on the above referenced policy. The required items are:

- The enclosed Claimant Statement completed and **signed by the named beneficiary.** If the beneficiary has had a change in name, we require a copy of the applicable marriage license, divorce decree or similar legal documents.
- Trust Documentation – Please provide a copy of the trust agreement and any amendment(s), including the signature page(s). We will also require the Trustee Certification section of the claim form to be completed by all trustees. Please use the trust's name when completing the Claimant Information section.

Please review Page 1 of the Claimant Statement which also explains other documents that may be required. Providing the Claimant Statement is not an admission of liability on the part of the Company.

We will promptly review and evaluate the claim upon receipt of the required documents. If you have any questions, please call our office at 800-825-0003, Monday through Friday from 7:30 AM to 4:30 PM Central Standard Time.

V02091806

Sincerely,

D. Henderson
Claims Services

Enclosure(s): IL Department of Insurance Notification
Life Claimant Statement No RAA

The Illinois Department of Insurance requires us to put the following notices on our letters to you.

- Part 919 of the Rules of the Illinois Department of Insurance requires that our company advise you that if you wish to take this matter up with the Illinois Department of Insurance, it maintains a Consumer Division in Chicago at 100 W. Randolph Street, Suite 15-100, Chicago, Illinois 60601 and in Springfield at 320 West Washington Street, Springfield, Illinois 62767.

CLAIMANT STATEMENT

Heritage Union Life Insurance Company

Mailing Address
P.O. Box 1600
Jacksonville, IL 62651-1600

Proof of Loss

Part I

INSTRUCTIONS

The following items are required for all claims:

- O An original **certified death certificate** showing the cause of death. Photocopies are not acceptable.
- O The original policy or, if unavailable, an explanation provided in Decedent Information section, space 5 of this form.
- O **This claim form completed and signed by the claimant(s).**

If the policy has been in force for less than two years during the lifetime of the Insured or if the policy has been reinstated within two years of the Insured's death, then we may perform a routine inquiry into the answers on the application for the policy or reinstatement application of the lapsed policy.

If the death occurred outside of the United States, we will require a Report of the Death of an American Citizen Abroad.

Special Instructions and additional requirements may apply.

- **If the beneficiary is the Estate of the Insured,** we will also require evidence of the court approved legal representative over the Estate. Please provide the Tax ID number of the Estate of the Insured.
- **If the beneficiary is a trust,** we will also require a copy of the trust agreement and any amendments, including the signature page(s). Please note the Trustee Certification section of the claim form will also need to be completed by all trustees. Please use the trust's name when completing the Claimant Information section of the claim form and provide the Tax ID number of the trust.
- **If the beneficiary is a minor,** we will require evidence of court appointed guardianship of the Minor's Estate.
- **If the policy is collaterally assigned,** we will require a letter from the collateral assignee stating the balance due under the collateral assignment. If the collateral assignee is a corporation, please include a copy of the corporate resolution verifying who is authorized to sign on behalf of the corporation.
- **If the primary beneficiary(ies) is (are) deceased,** we will require a death certificate for each deceased beneficiary.
- **If the policy has a split dollar agreement associated with it,** we will require a copy of said agreement.
- **If the policy is subject to a Viatical or a Life Settlement transaction,** and if the beneficiary is a viatical settlement provider, life settlement provider, the receiver or conservator of viatical or life settlement company, a viatical or life financing entity, trustee, agent, securities intermediary or other representative of a viatical or life settlement provider or an individual or entity which invested in this policy as a viatical or life settlement, please complete questions 19 and 30.

Other requirements may be needed depending on the individual facts of the claim. The company will advise you if other documentation is required.

CLAIMANT STATEMENT

FRAUD INFORMATION

For Residents of Alaska, Arizona, Nebraska, New Hampshire and Oregon: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

For Residents of California: For your protection California law requires the following notice to appear on this form. Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

For Residents of Colorado: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

For Residents of Florida: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

For Residents of Kentucky, Ohio and Pennsylvania: Any person who knowingly & with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime & subjects such person to criminal and civil penalties.

For Residents of Maine, Tennessee and Washington: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

For Residents of Minnesota: A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

For Residents of New Jersey: Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

For Residents of New Mexico: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

For Residents of New York: Please see the Signature section of this form.

For Residents of Puerto Rico: Any person who, knowingly and with intent to defraud, presents false information in an insurance request form, or who presents, helps or has presented a fraudulent claim for the payment of a loss or other benefit, or presents more than one claim for the same damage or loss, will incur a felony, and upon conviction will be penalized for each violation with a fine no less than five thousand (5,000) dollars nor more than ten thousand (10,000) dollars, or imprisonment for a fixed term of three (3) years, or both penalties. If aggravated circumstances prevail, the fixed established imprisonment may be increased to a maximum of five (5) years; if attenuating circumstances prevail, it may be reduced to a minimum of two (2) years.

For Residents of All Other States: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

CLAIMANT STATEMENT

DECEDENT INFORMATION

1. Name of Deceased (Last, First Middle)	2. Last 4 digits of Deceased's Social Security No:

3. If the Deceased was known by any other names, such as maiden name, hyphenated name, nickname, derivative form of first and/or middle name or an alias, please provide them below.

4. Policy Number(s)	5. If policy is lost or not available, please explain:

6. Deceased's Date of Death	7. Cause of Death	8. ☐ Natural ☐ Accidental ☐ Suicide ☐ Homicide ☐ Pending

CLAIMANT INFORMATION

9. Claimant Name (Last, First, Middle). If trust, please list trust name and complete Trustee Certification section.

10. Street Address	11. City	12. State and Zip	13. Daytime Phone Number

14. Date of Birth	15. Social Security or Tax ID Number	16. Relationship to Deceased

17. I am filing this claim as:
- ☐ an individual who is named as a beneficiary under the policy
- ☐ a Trustee of a Trust which is named as a beneficiary under the policy
- ☐ an Executor of Estate which is named as a beneficiary under the policy
- ☐ Other

18. Are you a U.S. Citizen? ☐ Yes ☐ No
If "No" please list country of citizenship

19. **Policies subject to Viatical / Life Settlement transactions** - Are you a viatical settlement provider, life settlement provider, the receiver or conservator of viatical or life settlement company, a viatical or life financing entity, trustee, agent, securities intermediary or other representative of a viatical or life settlement provider; or an individual or entity which invested in this policy as a viatical or life settlement? ☐ Yes ☐ No

CLAIMANT INFORMATION (to be completed by 2nd claimant, if any)

20. Claimant Name (Last, First, Middle). If trust, please list trust name and complete Trustee Certification section.

21. Street Address	22. City	23. State and Zip	24. Daytime Phone Number

25. Date of Birth	26. Social Security or Tax ID Number	27. Relationship to Deceased

28. I am filing this claim as:
- ☐ an individual who is named as a beneficiary under the policy
- ☐ a Trustee of a Trust which is named as a beneficiary under the policy
- ☐ an Executor of Estate which is named as a beneficiary under the policy'
- ☐ Other

29. Are you a U.S. Citizen? ☐ Yes ☐ No
If "No" please list country of citizenship

30. **Policies subject to Viatical / Life Settlement transactions** - Are you a viatical settlement provider, life settlement provider, the receiver or conservator of viatical or life settlement company, a viatical or life financing entity, trustee, agent, securities intermediary or other representative of a viatical or life settlement provider; or an individual or entity which invested in this policy as a viatical or life settlement? ☐ Yes ☐ No

YOUR SIGNATURE IS REQUIRED ON THE NEXT PAGE.

CLAIMANT STATEMENT

SETTLEMENT OPTIONS

The policy may contain one or more settlement options, such as Interest Payments, Installments for a Specified Amount, Life Annuity, Life Annuity with Period Certain, and/or Joint Life and Survivorship Annuity. You may choose to receive a lump sum payment or another settlement option available in the policy under which a claim is made. For more information, refer to the optional methods of policy settlement provision in the policy or contact us at the mailing address noted on the front of the claim form.

If you wish to select a settlement option, please indicate your settlement selection by name (not by number) on the line below after you have carefully reviewed the options available in the policy. Availability of settlement options are subject to the terms of the policy. If you do not choose a settlement option, we will send a lump sum settlement to you.

_____

Name of Settlement Option from Policy

Important Information About the USA PATRIOT Act

To help fight the funding of terrorism and money-laundering activities, the U.S. government has passed the USA PATRIOT Act, which requires banks, including our processing agent bank, to obtain, verify and record information that identifies persons who engage in certain transactions with or through a bank. This means that we will need to verify the name, residential or street address (no P.O. Boxes), date of birth and social security number or other tax identification number of all account owners.

SUBSTITUTE FOR IRS FORM W-9

This information is being collected on this form versus IRS form W-9 and will be used for supplying information to the Internal Revenue Service (IRS). Under penalty of perjury, I certify that 1) the tax ID number above is correct (or I am waiting for a number to be issued to me), 2) I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3) I am a U.S. person (including a U.S. resident alien). Please cross through item 2 if you have been notified by the IRS that you are subject to backup withholding because you have failed to report all interest and dividends on your tax return.

SIGNATURES

I/We do hereby make claim to said insurance, declare that the answers recorded above are complete and true, and agree that the furnishing of this and any supplemental forms do not constitute an admission by the Company that there was any insurance in force on the life in question, nor a waiver of its rights or defenses.

For Residents of New York: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.
For Residents of All Other States: See the Fraud Information section of this claim form.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Signature of Claimant and Title	Date
Signature of Second Claimant, if any, and Title	Date

CLAIMANT STATEMENT

TRUSTEE CERTIFICATION

TRUSTEE CERTIFICATION (to be completed only if trust is claiming proceeds)

COMPLETE THIS SECTION ONLY IF A TRUST IS CLAIMING BENEFITS.
Please include a copy of the trust agreement, including the signature page(s) and any amendments.

I/We, the undersigned trustee(s), represent and warrant that the copy of the trust agreement, which we will provide you pursuant to this certification, is a true and exact copy of said agreement, that said agreement is in full force and effect, and that we have the authority to make this certification.

Generation Skipping Transfer Tax Information - THIS MUST BE COMPLETED FOR PAYMENT

I/We the undersigned, on oath, deposes and states as follows with respect to the possible application of the Generation Skipping Transfer (GST) tax to the death benefit payment (Mark the appropriate item):

____1.The GST tax does not apply because the death benefit is not included in the decedent's estate for federal estate tax purposes.

____2.The GST tax does not apply because the GST tax exemption will offset the GST tax.

____3.The GST tax does not apply because at least one of the trust beneficiaries is not a "skipped" person.

____4.The GST tax does not apply because of the reasons set forth in the attached document (Please attach document setting forth the reasons why you believe the GST tax does not apply.)

____5.The GST tax may apply. As a result, the death benefit payment IS subject to withholding of the applicable GST tax. Enclosed is the completed Schedule R-1 (Form 706) for submission to the Internal Revenue Service.

Name of Trust	Date of Trust Agreement
Date of all Amendments	Trust Tax ID Number

Printed Name of Trustee(s)	Signature(s)
a_____	_____
b_____	_____
c_____	_____
d_____	_____

Insurance Servicing Center
Attention: Claims Department
P.O. BOX 1600
JACKSONVILLE IL 62651-1600

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

FILED LAW DIVISION
2013 APR -5 AM 11:45
DOROTHY BROWN
CLERK OF THE CIRCUIT COURT
OF COOK COUNTY, IL

SIMON BERNSTEIN IRREVOCABLE INSURANCE TRUST DTD 6/21/95	)	
Plaintiff	)	
v.	)	
	)	Case No.
HERITAGE UNION LIFE INSURANCE COMPANY, a Minnesota corporation	)	
Defendant.	)	

COMPLAINT AT LAW

NOW COMES Plaintiff, SIMON BERNSTEIN IRREVOCABLE INSURANCE TRUST dtd 6/21/95, ("BERNSTEIN TRUST" or "Plaintiff"), by its attorney, Adam M. Simon and complaining of Defendant, HERITAGE UNION LIFE INSURANCE COMPANY, a Minnesota corporation (" HERITAGE") and states as follows:

COUNT I

BREACH OF CONTRACT

1. At all relevant times, the BERNSTEIN TRUST was a common law trust established in Chicago, Illinois by the settlor, SIMON L. BERNSTEIN, and was formed pursuant to the laws of the state of Illinois.

2. Ted S. Bernstein is the Trustee of the BERNSTEIN TRUST.

3. At all relevant times, the BERNSTEIN TRUST was a beneficiary of a life insurance policy insuring the life of Simon L. Bernstein, and issued as policy number 1009208 (the "Policy").

4. The Policy was originally purchased by the S.B. Lexington, Inc. 501(c)(9) VEBA Trust (the "VEBA") from Capital Bankers Life Insurance Company ("CBLIC") and was delivered to the original owner in Chicago, Illinois on or about December 27, 1982.

5. At the time of issuance and delivery of the Policy in 1982, CBLIC was an insurance company licensed and doing business in the State of Illinois, and the insured, Simon L. Bernstein, was a resident of the state of Illinois.

6. HERITAGE subsequently assumed the Policy from Capital Bankers and thus became the successor to CBLIC as "Insurer" under the Policy.

7. In 1995, the VEBA, as owner of the Policy, executed a beneficiary change form naming LaSalle National Trust, N.A., as Trustee of the VEBA, as primary beneficiary of the Policy, and the BERNSTEIN TRUST as the contingent beneficiary.

8. S.B. Lexington, Inc. and the VEBA were voluntarily dissolved on or about April 3, 1998.

9. Upon the dissolution of the VEBA in 1998, the Policy ownership was assigned and transferred from the VEBA to Simon L. Bernstein, individually.

10. At the time of his death, Simon L. Bernstein was the owner of the Policy, and the BERNSTEIN TRUST was the sole surviving beneficiary under the Policy.

11. The insured under the Policy, Simon L. Bernstein, passed away on September 13, 2012, and on that date the Policy remained in force.

12. Following Simon L. Bernstein's death, the BERNSTEIN TRUST, by and through its counsel in Palm Beach County, FL, submitted a death claim to HERITAGE under the Policy including Simon L. Bernstein's death certificate and other documentation.

13. The Policy, by its terms, obligates HERITAGE to pay the death benefits to the beneficiary of the Policy upon HERITAGE'S receipt of due proof of the Insured's death.

14. HERITAGE has breached its obligations under the Policy by refusing and failing to pay the Policy's death benefits to the BERNSTEIN TRUST as beneficiary of the Policy despite HERITAGE'S receipt of due proof of the Insured's death.

15. Despite the BERNSTEIN TRUST'S demands HERITAGE has not paid out the death benefits on the Policy to the BERNSTEIN TRUST.

16. As a direct result of HERITAGE's refusal and failure to pay the death benefits to the BERNSTEIN TRUST pursuant to the Policy, Plaintiff has been damaged in an amount equal to the death benefits of the Policy plus interest, an amount which exceeds $1,000,000.00.

WHEREFORE, PLAINTIFF, SIMON BERNSTEIN IRREVOCABLE INSURANCE TRUST dtd 6/21/95, prays for a judgment to be entered in its favor and against Defendant, HERITAGE UNION LIFE INSURANCE COMPANY, for an amount in excess of $1,000,000.00 plus costs and reasonable attorneys' fees together with such further relief as this court may deem just and proper.

RESPECTFULLY SUBMITTED,

_____
Attorney For Plaintiff

Adam M. Simon
The Simon Law Firm
303 E. Wacker Drive
Ste. 210
Chicago, IL 60601
(312) 819-0730
Firm. No. 34436

VERIFICATION OF DAMAGES

Adam M. Simon, an attorney, certifies that he reasonably believes that the damages incurred by Plaintiff as a result of the occurrence described in the attached complaint exceed $1,000,000.00.

_____

Adam M. Simon

Robert Spallina

From: Ted Bernstein [tbernstein@lifeinsuranceconcepts.com]
Sent: Saturday, March 16, 2013 5:26 PM
To: Robert Spallina
Cc: Pam Simon; David (Scooter) Simon; lisa.friedstein@gmail.com; Donald Tescher; Jill Iantoni
Subject: RE: Simon Bernstein Trust - Policy #1009208

Robert > Pam, Scooter, Jill, Lisa and I will be discussing several related issues over the weekend. I think one of my previous emails asked you to hold off doing anything concerning the life insurance policy after a specific date. Please continue to work with the insurance company on our behalf.

Thank you,

Ted

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Friday, March 15, 2013 1:30 PM
To: Ted Bernstein
Cc: Pam Simon; David (Scooter) Simon; lisa.friedstein@gmail.com; Donald Tescher; Jill Iantoni
Subject: RE: Simon Bernstein Trust - Policy #1009208

Ted – please respond to Jill's inquiry. There still seems to be some confusion on what the course of action is despite our conversations last Friday and Monday this week, and the emails I forwarded from the carrier last Friday and yesterday.

From: Jill Iantoni [mailto:jilliantoni@gmail.com]
Sent: Friday, March 15, 2013 1:11 PM
To: Robert Spallina
Cc: Pam Simon; David (Scooter) Simon; Ted Bernstein; lisa.friedstein@gmail.com; Donald Tescher
Subject: Re: Simon Bernstein Trust - Policy #1009208

Robert,

what do you mean in your email that we will be using your turst account? Are you referring to where the proceeds get paid out?

Thank you,

Jill

On Fri, Mar 15, 2013 at 11:03 AM, Robert Spallina <rspallina@tescherspallina.com> wrote:

All - The carrier is in control of things at this point. When title/beneficiary designation is cleared then we can discuss venue. Having said that, we have had discussions with Ted on Friday last week and Monday of this

week and he would like for things to continue as discussed here in Palm Beach County and using our trust account.

Ted - please confirm by reply email our conversation regarding the above and your desire to have us continue handling this matter until resolution in light of the email you sent us last Wednesday night on behalf of you and your siblings.

Regards,

Robert L. Spallina, Esq.

TESCHER & SPALLINA, P.A.

4855 Technology Way, Suite 720

Boca Raton, Florida 33431

Telephone: 561-997-7008

Facsimile: 561-997-7308

E-mail: rspallina@tescherspallina.com

If you would like to learn more about TESCHER & SPALLINA, P.A., please visit our website at www.tescherspallina.com

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From: Pam Simon [mailto:pambsimon@icloud.com]
Sent: Friday, March 15, 2013 9:09 AM
To: David (Scooter) Simon
Cc: Robert Spallina; Ted Bernstein; Jill Iantoni; lisa.friedstein@gmail.com

Subject: Re: Simon Bernstein Trust - Policy #1009208

Ok - who decides this?

On Mar 15, 2013, at 8:04 AM, "David (Scooter) Simon" <dsimon@stpcorp.com> wrote:

> My only concern is forum. We should make sure we pick the venue for an inter pleader action. Lets also decide a time frame for the carrier.
>
> On Mar 15, 2013, at 7:07 AM, "Robert Spallina" <rspallina@tescherspallina.com> wrote:
>
> > There is a break in title and beneficiary designation prior to getting where the confirmation letters state where we are today - Si as owner and the trust as beneficiary. They do not want to name every owner and beneficiary in a pleading and inter plead the funds as it will be costly and timely for them and everyone involved. Let's hope they are are able to piece it together.
> >
> > Sent from my iPhone
> >
> > On Mar 15, 2013, at 7:59 AM, "Ted Bernstein" <tbernstein@lifeinsuranceconcepts.com> wrote:
> >
> > > Robert > Do we know exactly what he is trying to accomplish? If we know that, maybe we can be more helpful.
> > >
> > > **From:** Pam Simon [mailto:pambsimon@icloud.com]
> > > **Sent:** Thursday, March 14, 2013 10:35 PM
> > > **To:** Robert Spallina
> > > **Cc:** Ted Bernstein; Jill Iantoni; lisa.friedstein@gmail.com; dsimon@stpcorp.com
> > > **Subject:** Re: Simon Bernstein Trust - Policy #1009208
> > >
> > > Is this after you sent the info scooter sent you Robert? Thx

On Mar 14, 2013, at 3:01 PM, Robert Spallina <rspallina@tescherspallina.com> wrote:

> FYI – this is from legal on the status of their search to clear up title on the policy
>
> **From:** Welling, Scott [mailto:scott.welling@jackson.com]
> **Sent:** Thursday, March 14, 2013 1:10 PM
> **To:** Robert Spallina
> **Subject:** RE: Simon Bernstein Trust - Policy #1009208
>
> Hey Bob,
>
> Haven't forgotten about you. Am out tomorrow but will touch base early next week. So far we have not found much that is helpful.
>
> **From:** Robert Spallina [mailto:rspallina@tescherspallina.com]
> **Sent:** Wednesday, March 06, 2013 5:32 PM
> **To:** Welling, Scott
> **Subject:** Simon Bernstein Trust - Policy #1009208
>
> Scott – I understand you are out of the office until tomorrow. We sent this to you previously and in error addressed it to the wrong email address. We would like to file this on Monday so if you could take a few minutes to review it would be greatly appreciated. We have not attached a copy of the Order but it will obviously be in the form of the relief requested.
>
> Thanks,

Robert L. Spallina, Esq.

TESCHER & SPALLINA, P.A.

4855 Technology Way, Suite 720

Boca Raton, Florida 33431

Telephone: 561-997-7008

Facsimile: 561-997-7308

E-mail: rspallina@tescherspallina.com

If you would like to learn more about TESCHER & SPALLINA, P.A., please visit our website at www.tescherspallina.com

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Robert Spallina

From: Ted Bernstein [tbernstein@lifeinsuranceconcepts.com]
Sent: Monday, March 11, 2013 6:40 PM
To: Robert Spallina
Subject: RE: Bernstein Jewelry

On conf call, will call later. Jewelry being appraised by independent jewelry appraiser, referred by client of mine in jewelry business. The guy who did the home inventory did not have expertise in jewelry. You can certainly tell Jill this and I will tell her later, as well...

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Monday, March 11, 2013 6:19 PM
To: Ted Bernstein
Subject: FW: Bernstein Jewelry

This was an Eliot issue...now it's a Jill issue? BTW – we never received anything from either of Jill or Lisa who supposedly sent the documents on Thursday before we discussed the carrier issues on Friday.

From: Jill Iantoni [mailto:jilliantoni@gmail.com]
Sent: Monday, March 11, 2013 6:10 PM
To: Robert Spallina
Cc: Jill Iantoni
Subject: Re: Bernstein Jewelry

You do not have what? The old or new appraisals? Second to last conversation, you asked Ted to bring the jewelry to you that day and that you were going to get the appraisals done. Did you do that? Do you have the jewelry?

Jill

On Mon, Mar 11, 2013 at 1:21 PM, Robert Spallina <rspallina@tescherspallina.com> wrote:

I do not have them...I believe Ted does

From: Jill Iantoni [mailto:jilliantoni@gmail.com]
Sent: Monday, March 11, 2013 2:03 PM
To: Robert Spallina
Cc: Jill Iantoni
Subject: Bernstein Jewelry

Hi Robert,

If you can please email me the appraisal's for the jewelry.

Thank you,

Jill

Robert Spallina

From: usdc_ecf_ilnd@ilnd.uscourts.gov
Sent: Tuesday, October 08, 2013 5:22 PM
To: ecfmail_ilnd@ilnd.uscourts.gov
Subject: Activity in Case 1:13-cv-03643 Simon Bernstein Irrevocable Insurance Trust Dtd 6/21/95 v. Heritage Union Life Insurance Company notice of motion

This is an automatic e-mail message generated by the CM/ECF system. Please DO NOT RESPOND to this e-mail because the mail box is unattended.
*****NOTE TO PUBLIC ACCESS USERS*** Judicial Conference of the United States policy permits attorneys of record and parties in a case (including pro se litigants) to receive one free electronic copy of all documents filed electronically, if receipt is required by law or directed by the filer. PACER access fees apply to all other users. To avoid later charges, download a copy of each document during this first viewing. However, if the referenced document is a transcript, the free copy and 30 page limit do not apply.**

United States District Court

Northern District of Illinois - CM/ECF LIVE, Ver 5.1.1

Notice of Electronic Filing

The following transaction was entered by Marks, Alexander on 10/8/2013 at 4:21 PM CDT and filed on 10/8/2013

Case Name:	Simon Bernstein Irrevocable Insurance Trust Dtd 6/21/95 v. Heritage Union Life Insurance Company
Case Number:	1:13-cv-03643
Filer:	Heritage Union LIfe Insurance Company
Document Number:	42

Docket Text:
NOTICE of Motion by Alexander David Marks for presentment of motion to substitute party[41] before Honorable Amy J. St. Eve on 10/16/2013 at 01:00 PM. (Marks, Alexander)

1:13-cv-03643 Notice has been electronically mailed to:

Adam Michael Simon asimon@chicago-law.com

Alexander David Marks amarks@burkelaw.com, jpowell@burkelaw.com, sclement@burkelaw.com

Eliot Bernstein iviewit@iviewit.tv

Eliot Ivan Bernstein iviewit@iviewit.tv

Frederic A. Mendelsohn fmendelsohn@burkelaw.com, jpowell@burkelaw.com, smichaels@burkelaw.com

1:13-cv-03643 Notice has been delivered by other means to:

Eliot Ivan Bernstein

The following document(s) are associated with this transaction:

Document description: Main Document
Original filename:n/a
Electronic document Stamp:
[STAMP dcecfStamp_ID=1040059490 [Date=10/8/2013] [FileNumber=12184982-0] [7197ba5518ce7e9d3e8a87899c7106838a47bc2eda29cfcfc8ad89c2402e6c85a92aee168b0b94328842bb2ded7719d67aedbdf7b13e89bffafca76ac80fdaed]]

Robert Spallina

From: usdc_ecf_ilnd@ilnd.uscourts.gov
Sent: Tuesday, October 08, 2013 5:18 PM
To: ecfmail_ilnd@ilnd.uscourts.gov
Subject: Activity in Case 1:13-cv-03643 Simon Bernstein Irrevocable Insurance Trust Dtd 6/21/95 v. Heritage Union Life Insurance Company motion to substitute party

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United States District Court

Northern District of Illinois - CM/ECF LIVE, Ver 5.1.1

Notice of Electronic Filing

The following transaction was entered by Marks, Alexander on 10/8/2013 at 4:17 PM CDT and filed on 10/8/2013

Case Name:	Simon Bernstein Irrevocable Insurance Trust Dtd 6/21/95 v. Heritage Union Life Insurance Company
Case Number:	1:13-cv-03643
Filer:	Heritage Union LIfe Insurance Company
Document Number:	41

Docket Text:
MOTION by Defendant Heritage Union LIfe Insurance Company to substitute party (Marks, Alexander)

1:13-cv-03643 Notice has been electronically mailed to:

Adam Michael Simon asimon@chicago-law.com

Alexander David Marks amarks@burkelaw.com, jpowell@burkelaw.com, sclement@burkelaw.com

Eliot Bernstein iviewit@iviewit.tv

Eliot Ivan Bernstein iviewit@iviewit.tv

Frederic A. Mendelsohn fmendelsohn@burkelaw.com, jpowell@burkelaw.com, smichaels@burkelaw.com

1:13-cv-03643 Notice has been delivered by other means to:

Eliot Ivan Bernstein

The following document(s) are associated with this transaction:

Document description: Main Document
Original filename:n/a
Electronic document Stamp:
[STAMP dcecfStamp_ID=1040059490 [Date=10/8/2013] [FileNumber=12184920-0] [411c10150ee7c5ad04caeb85fad236b76f786cc419ac1e512c9e424dd01e055124 4db36ce63f648566b781111646ab6ad0aa4b34fddf3897579a5bd4a47b7738]]

Robert Spallina

From: usdc_ecf_ilnd@ilnd.uscourts.gov
Sent: Monday, September 30, 2013 11:49 AM
To: ecfmail_ilnd@ilnd.uscourts.gov
Subject: Activity in Case 1:13-cv-03643 Simon Bernstein Irrevocable Insurance Trust Dtd 6/21/95 v. Heritage Union Life Insurance Company mailed

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United States District Court

Northern District of Illinois - CM/ECF LIVE, Ver 5.1.1

Notice of Electronic Filing

The following transaction was entered on 9/30/2013 at 10:48 AM CDT and filed on 9/30/2013

Case Name: Simon Bernstein Irrevocable Insurance Trust Dtd 6/21/95 v. Heritage Union Life Insurance Company
Case Number: 1:13-cv-03643
Filer:
Document Number: No document attached

Docket Text:
MAILED Copy of Minute Order dated 9/30/2013 to Eliot Bernstein. (gel,)

1:13-cv-03643 Notice has been electronically mailed to:

Adam Michael Simon asimon@chicago-law.com

Alexander David Marks amarks@burkelaw.com, jpowell@burkelaw.com, sclement@burkelaw.com

Eliot Bernstein iviewit@iviewit.tv

Eliot Ivan Bernstein iviewit@iviewit.tv

Frederic A. Mendelsohn fmendelsohn@burkelaw.com, jpowell@burkelaw.com, smichaels@burkelaw.com

1:13-cv-03643 Notice has been delivered by other means to:

Eliot Ivan Bernstein

Heritage Union Life Insurance Company
PO Box 1147, Jacksonville, IL 62651-1147
Phone 800-825-0003 Fax 803-333-7842
Visit us at www.insurance-servicing.com

February 3, 2012

SIMON BERNSTEIN
7020 LIONS HEAD
BOCA RATON, FL 33496

Insured Name: SIMON BERNSTEIN
Policy Number: 1009208
Correspondence Number: 09577998

Dear Simon Bernstein:

Thank you for contacting Heritage Union Life Insurance Company. As requested, a Request for Change of Beneficiary Form is enclosed.

Our records indicate the following beneficiary designation:

Primary Beneficiary/Beneficiaries:	LASALLE NATIONAL TRUST, N.A.
Contingent Beneficiary/Beneficiaries:	SIMON BERNSTEIN TRUST, N.A.

The *policyowner* is to complete the Request for Change of Beneficiary Form by naming their choice of primary and contingent beneficiaries and providing all of the requested information, as well as, their signature(s) on the Signature Page.

For the protection of both parties, if the owner resides in a Community Property State, we request the owner's spouse join in signing and dating the form. If the owner resides in CA, ID, NV or WA the owner's spouse must sign and date the form and if there has been a dissolution of marriage through divorce or death, please provide us with a copy of the divorce decree or death certificate. The divorce decree must clearly state to whom the policy was awarded.

For other requirements, such as if you are naming a Trust as a primary beneficiary, refer to the Instructions - Request for Change of Beneficiary Form which is also enclosed.

If you have any questions, please call the Client Service Center at 800-825-0003, Monday through Friday from 7:30 AM to 4:30 PM Central Standard Time.

Sincerely,

Client Services

Enclosure(s): Request For Change of Beneficiary Form
Instructions-Change of Beneficiary Form

Heritage Union Life Insurance Company

800-825-0003

REQUEST FOR CHANGE OF BENEFICIARY FORM

Policy Number: 1009208 Insured: SIMON BERNSTEIN

- **Faxes Will Be Accepted**
- **Do Not Send Policy with this Form**

Policy owner: SIMON BERNSTEIN

Complete form by typing or printing using ink. Any alterations to the form must be initialed by the owner. The form must be signed and dated within the past six months. Separate requests must be submitted for multiple policies. If more than two beneficiaries are requested, a separate page or copy of this form may be submitted which contains the policy number, the information regarding the beneficiary, the owner's signature(s) and the date signed. If more than one beneficiary is named, state the exact manner in which they are to share in the proceeds by using percentages. The percentages must equal 100%. Review the attached additional instructions if: the policy owner is a trust or a corporation, you are changing the beneficiary to a trust or corporation, the policy owner name has changed, or if you reside in a community property state.

PRIMARY:

1) _____ _____ _____ _____ _____
Name **Date of Birth** **Relationship** **SS# or TIN#** **%**

_____
Address

2) _____ _____ _____ _____ _____
Name **Date of Birth** **Relationship** **SS# or TIN#** **%**

_____
Address

CONTINGENT:

1) _____ _____ _____ _____ _____
Name **Date of Birth** **Relationship** **SS# or TIN#** **%**

_____
Address

2) _____ _____ _____ _____ _____
Name **Date of Birth** **Relationship** **SS# or TIN#** **%**

_____
Address

Policies subject to Viatical / Life Settlement transaction – Is any individual/entity listed on this form as beneficiary, a viatical settlement provider, a life settlement provider, the receiver or conservator of a viatical or life settlement company, a viatical or life financing entity, trustee, agent, securities intermediary or other representative of a viatical or life settlement provider, or an individual or entity which invested in this policy as a viatical or life settlement? ☐ Yes ☐ No

I (we) as the policyowner(s) hereby consent to the above designations and revoke all previous beneficiary designations. The effective date of this revocation and change, upon being filed and recorded with the Company, will take effect as of the date the form was signed, unless the policy has been terminated, surrendered, or had a claim filed and/or processed against it before this revocation and change is received by the Company.

_____ _____ _____
Print Name of Policy Owner **Signature of Policy Owner** **Date**

_____ _____ _____
Print Name of Policy Co-owner (if applicable) **Signature of Policy Co-Owner (if applicable)** **Date**

_____ _____ _____ _____
Spousal Signature (See additional Instructions attached) **Date** **Irrevocable Beneficiary Signature (if applicable)** **Date**

_____ Date _____

Signature of Notary Official, if applicable Notary seal/stamp. If the owner's signature has changed over the years please have the signature notarized)

Heritage Union Life Insurance Company

800-825-0003

INSTRUCTIONS

REQUEST FOR CHANGE OF BENEFICIARY FORM

- **Faxes Will Be Accepted**
- **Do Not Send Policy with this Form**

Additional Instructions for Completing Change of Beneficiary Form

1. **Name Change**: In the case of name change, we require legal proof of the change such as Marriage Certificate, Divorce Decree, Drivers License, Social Security Card, Court Order or Federal ID card.
2. **Beneficiary Designations**: Be sure to state full names, and relationships ("Mary Doe, wife of the insured" or "Jane and Jim Doe, children of the insured.") Avoid listing only a relationship as the beneficiary (for instance, "spouse of the insured" or "children of the insured").
3. **If naming a Trust,** please include the full name of the Trust, including the Date of the Trust, the Tax ID Number and a copy of Trust. If you do not wish to provide us with a copy of the entire Trust, please provide us with the portions of the Trust document that designate:
   - The name of the Trust
   - The name of the Trustee(s)
   - The date of the Trust
   - Signature(s) of Trustee(s)
   - In the event the trustee has changed since the original designation with our Company, provide us with any letters of resignation and/or letter of acceptance of the new trustees.
4. **If policy is corporately owned,** an officer of the Corporation, **other than the Insured,** must sign on behalf of the Corporation, indicating their corporate title. Please submit legal documentation listing the currently authorized signers for the company. This information should be on company letterhead or be a copy of the corporate minutes. Also the Tax ID number for the Corporation must be provided.
5. **Policies subject to Viatical / Life Settlement transaction** – Are you or any individual/entity named as beneficiary a viatical settlement provider, life settlement provider, the receiver or conservator of a viatical or life settlement company, a viatical or life financing entity, trustee, agent, securities intermediary or other representative of a viatical or life settlement provider; or an individual or entity which invested in this policy as a viatical or life settlement? If so, please check the appropriate box on the Change of Beneficiary form.
6. **Spousal Signature**: For the protection of both parties, if the owner resides in a Community Property State, we request that the owner's spouse join in signing and dating this form. If the owner resides in CA, ID, NV or WA the owner's spouse must sign and date this form and if there has been a dissolution of marriage due to divorce or death, please provide us with a copy of the divorce decree or death certificate. The divorce decree must clearly state to whom the policy was awarded.

Examples Of Typical Beneficiary Designations

1. **Minor Children** should not be named as beneficiary since proceeds cannot be made payable to minors. If a beneficiary is a minor at the time proceeds are payable, we will require court documentation of the appointment of a Guardian of the Minor's Estate.
2. **Multiple Beneficiaries**: John H. Doe, Father 75%; Mary E. Doe, Mother 15%; and Jane Doe, Sister 10%. Percentages must equal 100%.
3. **Trust Beneficiary**: The __exact name of trust__ Trust ___trustees names_____ as trustee(s) under written trust agreement dated _____. _____Tax ID #
4. **Partnership Beneficiary**: Smith, Jones and Brown, a partnership consisting of John A. Smith, William Jones and Henry Brown.
5. **Common Disaster Clause**: Mary E. Doe, Wife, if living on the day after the death of the Insured; otherwise to John Doe, Son, and Jane Doe, Daughter, equally or the survivor.
6. **Irrevocable Beneficiary**: Mary E. Doe, Wife, Without Reserving the Right to Change the Beneficiary. (If this type of designation is made, the consent of such beneficiary or beneficiaries will be required to exercise a subsequent right or privilege under said policy, including the right to designate a new beneficiary.)
7. **Estate as Beneficiary**: The estate of John H. Doe, Insured.
8. **Funeral Home Beneficiary**: If you reside in a state other than New York or Texas, you may name a funeral home as beneficiary under a life insurance policy or annuity contract except for policies or contracts used to fund pre-need funeral contracts. If naming a funeral home as beneficiary, please include the exact name of the funeral home and the phrase "as their interest may appear." Please be aware that if the funeral home's interest is less than the death proceeds and they are listed as the only beneficiary, they are under no obligation to give any remaining funds to your family or estate. We recommend that you still name a trusted family member or friend as contingent beneficiary.

   For life insurance policies or annuity contracts that are used to fund pre-need funeral contracts, different requirements apply and states may prohibit you from naming a funeral home as beneficiary. Please seek legal advice before naming a funeral home as beneficiary under this type of life insurance policy or annuity contract.
9. The relationship of the proposed beneficiary to the person whose life is insured is needed for the purpose of identification. If no relationship exists, please furnish other information that will serve to identify the beneficiary.

JUL 01 2004

EquityLine(R) Account Agreement

Date of Agreement:	6/8/2004	**Account Number:**	65038475190001

Borrowers Names:	SHIRLEY BERNSTEIN
Borrowers Names:	SIMON L BERNSTEIN
Borrowers Names:	
Borrowers Names:	
Borrowers Names:	
Borrowers Names:	
Borrowers Names:	
Borrowers Names:	
Mailing Address:	7020 LIONS HEAD LN, BOCA RATON, FL 33496

JUN 24 2004

308

Property Address:	7020 LIONS HEAD LANE, BOCA RATON, FL 33496

Credit Line Limit:	521,000.00
Account Maturity Date:	7/4/2014

In this Agreement, "I", "me" and "my" (which also means "we", "us" and "our" if more than one borrower signs this Agreement) refer to each person who signs the **EquityLine(R)** Account Agreement (the "Agreement"). The words "you", "your" and "Bank" refer to Wells Fargo Bank N.A.

MY ACCOUNT AND CREDIT LINE

My **EquityLine(R)** Account is a variable rate revolving line of credit ("Line of Credit") (the "Account"). My Credit limit is set forth above. My Account will have both a Draw Period and Repayment Period as follows:

Draw Period and Maturity Date
This is the period during which I may take advances on my Line of Credit is 10 years from the Date of Agreement (the "Draw Period"). As I take advances on my Account, including my available credit will be my Credit Line Limit less the sum of all unpaid advances. As I repay the principal balance I owe, my available credit will be replenished. I agree not to request an advance that would cause my aggregate balance to exceed my Credit Line Limit. If I do so exceed, I agree to immediately repay the amount that is in excess. This amount will be due on the next billing statement. At the end of the Draw Period, I may request that the Bank renew my Account for an additional 10 years or similarly, the Bank may, at its option extend the Draw Period of my Account for an additional 10 years, both subject to the Bank's standard underwriting process. In the event my Account is not renewed, my ability to request advances will stop at the end of the Draw Period, and my unpaid loan balance, together with any unpaid finance charges and other charges, shall be payable to Bank in full on the maturity date shown above.

PROPERTY SECURING ACCOUNT
To protect you, this Account is secured by a Mortgage/Deed of Trust which is dated 6/8/2004 on the Property described herein above. Except for the Mortgage/Deed of Trust covering my residential real property, my Account is not secured by any personal or other real property, regardless of any other agreements I may have with the Bank.

SD

FINANCE CHARGES ON MY ACCOUNT

1. Periodic FINANCE CHARGE:

FINANCE CHARGES begin to accrue on amounts advanced on the date each advance is made. I will be charged a FINANCE CHARGE on the unpaid balance of my Account at the end of each day at a variable Daily Periodic Rate. The variable Daily Periodic FINANCE CHARGE Rate is equal to 1/365 (1/366, during leap years) of an annual rate of -0.500% (the "margin" or "spread") plus the "Index Rate". The Index Rate is the Wall Street Journal Prime Rate (Western Edition) as published in the "Money Rates" section on the last business day of the prior whole calendar month. The variable Daily Periodic FINANCE CHARGE Rate may increase from billing cycle to billing cycle if the Index Rate increases. The initial variable Daily Periodic FINANCE CHARGE Rate is 0.00956284%. This corresponds to an initial **ANNUAL PERCENTAGE RATE** of 3.5 %. The variable Daily Periodic FINANCE CHARGE Rate on my Account will be adjusted on the first day of every billing cycle, using the Index Rate published on the last business day prior whole calendar month. I understand that any increase may cause me to make larger monthly payments. The **ANNUAL PERCENTAGE RATE** does not include any charges other than interest. Unless I chose to pay a Line of Credit Rate Cap Buydown, the **ANNUAL PERCENTAGE RATE** on my Account will never be more than 12 %.

[X] If this box is checked, there is a Minimum **ANNUAL PERCENTAGE RATE** on my Account. The **ANNUAL PERCENTAGE RATE** on the Account will never be less than 3.24 % (the "Floor Rate"). If the **ANNUAL PERCENTAGE RATE** set forth above is LESS than 3.24 % then the actual daily periodic rate in effect as of the Date of this Agreement is 0.00885246 which corresponds to an **ANNUAL PERCENTAGE RATE** of 3.24 %.

[X] If this box is checked, I have chosen to make Automatic Payments and received a discount for making this choice. I have chosen to have my Minimum Monthly Payments plus the Annual fees and Overlimit amounts automatically deducted from the following Wells Fargo Bank Account No. held at Wells Fargo Bank N.A. or any other affiliate of yours. I understand that the **ANNUAL PERCENTAGE RATE** on my Account described above was based on a discount you gave me for this authorization for automatic payments from a deposit account with you or your affiliate. If the automatic payments are terminated for any reason by anyone, the spread or margin set forth herein above used to calculate the rate of FINANCE CHARGE on my Account will increase by .25% effective the next business day after the automatic payments are terminated. I will receive 15 days advance notification of this change on my periodic statement.

2. Other FINANCE CHARGES

I agree to pay the following fees to you as a condition to the opening of my Account:

(A) Origination Fee (COLLECTION DEFERRED)

[N/A] If this box is checked, I agree to pay U.S. $500.00 origination fee. The Bank has agreed to defer the collection of this fee. This fee will be due and payable in full at any time within the first 3 years of my Account if I close my Account (for any reason other than default, casualty loss, refinance with you or your affiliate or termination by the Bank). After 3 years, the Bank will waive this amount without any further action required on my part.

(B) Line of Credit Rate Buydown Fee (Optional)

[N/A] If this box is checked, I agree to pay U.S. $500.00 to the Bank to receive a N/A % reduction of the periodic FINANCE CHARGE on my Account. This reduction has been reflected in the margin or spread disclosed in section **Periodic FINANCE CHARGE**, above.

(C) Line of Credit Rate Cap Buydown (Optional)

[N/A] If this box is checked, I agree to pay U.S. $500.00 to the Bank to receive a reduced maximum **ANNUAL PERCENTAGE RATE** on my account ("Line of Credit Rate Cap") equal to no more than N/A % plus the initial **ANNUAL PERCENTAGE RATE** 3.5 %, for a lower maximum **ANNUAL PERCENTAGE RATE** of N/A % on my Account.

SB

(D) Origination Fee (COLLECTED AT ACCOUNT OPENING):

[N/A] If this box is checked, I agree to pay an Origination Fee collected at the opening of my Account in the amount of U.S. $ NA .

(E) Points

[N/A] If this box is checked, I agree to pay Points collected at the opening of my Account in the amount of U.S. $ N/A .

(F) Processing Fee (COLLECTED AT ACCOUNT OPENING):

[NA] If this box is checked, I agree to pay a Processing Fee collected at the opening of my Account in the amount of U.S. $ NA .

CHARGES AND COSTS DUE UPON SIGNING THIS AGREEMENT

When I sign the Agreement, I agree to pay the Bank the charges and costs set forth herein and as described on the HUD Settlement Statement provided to me at the opening of my Account.

MY ACCOUNT PAYMENTS

1. Minimum Monthly Payments during the Draw Period.

My Payments during the Draw Period:

During the Draw Period and Repayment Period my Minimum Monthly Payment shall be in accordance with the payment option checked below:

[ ] A payment equal to the greater of U.S. $100.00 or 1.5% of my unpaid Account balance (and credit insurance premiums, if any).

[X] A payment equal to the Finance Charge (and credit insurance premiums, if any) owing.

[ ] A payment equal to U.S. $_____ (and credit insurance premiums, if any) owing.

My Minimum Monthly Payment during the Draw Period shall be calculated on the date my monthly billing statement is prepared and will be due on the date shown on the monthly billing statement.

Making the Minimum Minimum Monthly Payment may result in a balloon payment being due at the Maturity Date.

2. My Total Payment Due on Account During the Draw Period

To make all required payments on my account, I will receive monthly billing statements from the Bank. The Ending Balance shown on my billing statement is the total of all unpaid obligations which have been posted to my Account as of the date of the statement, including advances, FINANCE CHARGES, Late Charges, other charges and fees. I can pay either the Ending Balance in full or in monthly installments, but I must pay at least the amount of the Total Payment Due, as shown on my billing statement by the Date Due. The Total Payment Due consists of my Minimum Monthly Payment together with all past due amounts, overlimit amounts and all other charges then due. Depending on my chosen method of payment, the Bank will each month during the Draw Period:

[X] Provide me with a bill stating the Total Payment Due.

SB

[x] Automatically charge my Wells Fargo Bank deposit account separately for the **Minimum Monthly Payment** due plus any Annual Fee due. If there is an overlimit amount on my Account, you will include the overlimit amount in my automatic payment. If this account does not have enough money in it to make the automatic payment(s) you may, but are not required to, advance the necessary amounts from the Account to make the payments. However, if I have past due amounts on my Account, you will bill me for all payment amounts due and not use an automatic payment to collect these amounts (Any other charges due must be paid separately and you may charge this Account for these other charges, if not paid timely).

[ ] Automatically charge my account with another institution (under the terms of a separate written (ACH) automatic transfer authorization) separately for the **Minimum Monthly Payment** due plus any Annual Fee. If there is an overlimit amount on my account, you will include the overlimit amount in my automatic payment. However, if I have past due amounts on my Account, you will bill me for all payment amounts due and not use an automatic payment to collect these amounts. (Any other charge due must be paid separately).

3. Total Payment Due Date

My preference for the monthly due dates for my Total Payment Due, including all payments, charges and other amounts on my Account, which may be set for any date between the 1st and the 28th day of each and every month, is __4__ during the Draw Period. If I do not specify a date, the Bank may establish a due date for which is approximately 30 days from the date that I have signed this Agreement and continuing on the same day of each month thereafter.

ADVANCES

Advances requested by me hereunder, if within my available Credit Line Limit and otherwise consistent with the terms of this Agreement, shall be considered obligatory. While my Account is not in default, closed, or suspended, I may borrow money through my account by (a) writing a special check or draft which the Bank has provided to me, (b) requesting an advance in person at any Bank branch, (c) requesting an advance by phone, and (d) obtaining a cash withdrawal or transferring funds by using my Wells Fargo ATM Card or Wells Fargo ATM & Check Card, if offered by the Bank and I select such service, or in other ways the Bank authorizes from time to time. The Bank is authorized to make an advance from my Account when it receives a request given by any person who has signed the Agreement. However, if there are conflicting demands made by any of us who signed the Agreement, the Bank has the option to refuse to make any advance that has not been requested by all of us together. I will not request any advance for which there is not sufficient available credit in my Account, or which would violate any law. Each advance I request will be in the amount of $300.00 or greater. I understand that the Bank may refuse to pay any advance if it does not comply with every requirement of the Agreement. However, the Bank may choose at its sole discretion to make an advance that does not comply. The Bank may pay any advances in any sequence convenient to the Bank.

FEES, COSTS AND CHARGES

In addition to the FINANCE CHARGE, I agree to pay the following non-refundable Fees, Costs and Charges, which will be owed once charged to my Account.

1. Annual Fee

Each year my Account is open, whether or not I use it, a $75.00 non-refundable Annual Fee will be charged to my Account. At your option, this fee may be waived the first year and billed in the second year and each year on the monthly billing statement prepared in my Anniversary month.

2. Late Charge

If my scheduled payment is more than 10 days past due, I will pay a Late Charge equal to the greater of 5% of the scheduled payment or five ($5.00) dollars.

3. Other Charges

I agree to pay the following fees if I request, authorize or use these additional services on my Account:

(a) **Fax Fee:** If I request or authorize others to request any document or letter to be transmitted by facsimile (Fax) machine, the Bank will charge me a fee in the amount U.S. $10.00.
(b) **Research Fee and Photocopy Fee:** If, for any purpose other than a billing error inquiry, I request or authorize someone to request that the Bank research my Account or provide photocopies of Account documents, the Bank will charge me a fee in the amount of U.S. $5.00 per photocopy.
(c) **Reconveyance or Satisfaction Fee:** Reconveyance and satisfaction fees will be charged as allowed by the law of the state where the property is located.
(d) **Stop payment Fee:** If I request that the Bank stop payment on a draft I have used to advance on my Line of Credit, the Bank will charge me a fee of $25.00.
(e) **Return Check Fee:** If I make a payment with a check that is dishonored for any reason, the Bank will charge me a fee of $25.00.

COLLECTION COSTS, ATTORNEYS FEES
If I am in default, and to the extent not prohibited by applicable law, I will pay the Bank's collection costs, attorneys' fees and other expenses of enforcing the Bank's rights under the Agreement and the Mortgage/Deed of Trust on the Property.

MY PROMISE TO PAY
I promise to pay the Bank the total of all advances which I make or which I authorize to be made from my Account. I promise to pay the total of any FINANCE CHARGE, plus all amounts past due, and any Late Charges, fees, other charges and other obligations charged to my Account under the Agreement or the Security Mortgage/Deed of Trust. My payments will be made at the Bank's address for receiving a payment, as indicated on my payment coupon and billing statement, unless another payment method is authorized by the Bank. Payments received at that address on any business day will be credited to my Account as of the date received. Each payment will be accompanied by my completed payment coupon. I will not make payment or authorize others to make payment for me by means of a single aggregated payment, which includes payments for this Account and any other account(s), unless the payment is made in compliance with the Bank's requirements for multiple account payments.

The Bank may accept late payments, partial payments, post-dated checks, or any form of payment containing a restrictive endorsement, without losing any of the Bank's rights under the Agreement. The Bank's acceptance of checks or money orders labeled "payment in full", or words to that effect, will not constitute an accord and satisfaction nor waiver of any rights the Bank has to receive full payment. I understand that such payments will not discharge my full debt. The Bank may, at its discretion, withhold a portion of the available credit on my Account up to the amount of any payments in order to assure that my check or other payment instrument is honored.

REEVALUATION OF CREDIT QUALIFICATIONS AND CREDIT REPORTS
My signature on the Agreement authorizes the Bank to obtain credit information about me, including credit bureau reports, at any time. Such credit bureau reports may be requested or used in connection with (a) renewal or extension of the Agreement, (b) review of my Account, (c) taking any collection action, or (d) any other legitimate purposes associated with my Account. Upon my request, I will be informed whether the Bank obtained a credit bureau report and, if so, the name and address of the credit bureau that furnished the report. I agree to submit current financial information to the Bank upon the Bank's request. The Bank may reexamine my credit qualifications at any time. The Bank may report its experience with me and my Account to others, to the extent not prohibited by law.

REINSTATEMENT OF CREDIT PRIVILEGES

I will receive a written notice if the Bank suspends or freezes my Account or reduces my Credit Line Limit. The notice will include the reason(s) for such action(s). Thereafter, if I wish to reinstate my Account or increase my Account or increase my Credit Limit, I agree to send a written request to the Bank at the address specified on my monthly billing statement, signed by all of the Borrowers, along with satisfactory evidence to the Bank that the reason(s) for suspension or reduction of my Account no longer exist(s). I also agree to provide the Bank promptly with any additional information necessary to support my request.

AGREEMENT TO PROVIDE INSURANCE

I have agreed to provide insurance on the Property as more particularly described in the Agreement to Provide Insurance that I signed on the same date of the Agreement.

PAYOFF BALANCE INFORMATION

The Bank will tell me the balance required on any given day to pay off my Account in full, if I so request. If such request is made on my behalf by an escrow holder, the Bank will immediately freeze my Account. While my Account is frozen, I cannot receive new advances and the Bank will return unpaid any advances checks the Bank receives and refuse to honor any advance request made on my Account. This payoff freeze will be lifted and my Account reopened if the request for Payoff balance information is withdrawn and the Bank has received written confirmation from the escrow holder or other settlement agent that the escrow or other settlement has been cancelled.

DEFAULT

I will be in default if (a) I fail to meet the repayment terms of the Agreement for any outstanding balance, or (b) there is fraud or material misrepresentation by me in connection with the Agreement, or (c) any action or inaction by me adversely effects the Bank's security in the Property, including without limitation, transfer of the Property without the Bank's consent, failure to maintain required insurance or pay required taxes, or the death of any person who has signed the Agreement.

If I am in default, the Bank, subject to applicable law, may do any or all of the following: (a) close my Account immediately, without notice; (b) return to the payee without paying any outstanding advance checks drawn on my Account and refuse to honor any other advance request made on my Account; and (c) require immediate payment of the entire balance of my Account, and, if I fail to pay, exercise the Bank's rights under the Security Mortgage/Deed of Trust the property which may result in the loss of the Property. If I am in default, the method of determining the Daily Periodic FINANCE CHARGE Rate will remain as described in the Agreement. The Bank and I agree that notwithstanding any other provision of the Agreement or the Security Mortgage/Deed of Trust, the Bank will have the right to terminate or suspend my Account to the extent permitted by applicable law.

CLOSURE OR SUSPENSION OF ACCOUNT

Any Borrower can pay in full and close the Account, or simply terminate the advance feature, at any time, by sending a signed letter to the Bank making such request that the Account be closed, or simply terminate the advance feature. To reactivate the Account, the Bank will require all Borrowers to sign such written request. The Bank may suspend the use of my Account and temporarily close my Account to future advances for any reason permitted by applicable law, including without limitation, (a) if the annualized Daily Periodic FINANCE CHARGE Rate equals or exceeds the Maximum Annual Percentage Rate stated herein, (b) there is any material change in my financial circumstances that the Bank reasonably believes will make me unable to fulfill my repayment obligations under the Agreement, (c) the value of the Property declines significantly below its original appraised value, as determined by the Bank, (d) my failure to comply with any material obligation under the Agreement or the Security Mortgage/Deed of Trust, (e) a regulatory authority has notified the Bank that continued advances would constitute an unsafe and unsound business practice, or (f) government action prevents the Bank from imposing the Annual Percentage Rate provided for in the Agreement or impairs the Bank's security interest, such that the value of the security interest is less than 120 percent of the Credit Line Limit. In the event of a suspension of my Account, the Bank is authorized to obtain such information as may be required by the Bank, including without limitation, credit reports and appraisals of the Property, to evaluate any request by me to reinstate the Account. I authorize the Bank to bill the cost of obtaining such additional information to my Account. If my Account is closed or suspended for any reason, the Bank may return to the payee without paying any outstanding advance checks drawn on my Account and refuse to honor any other advance request made on my Account. I will continue to be responsible for full payment of the balance of my Account as well as all other Account obligations, according to the terms of the Agreement.

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FURTHER ASSURANCES
I agree that I will take any steps, including but not limited to, signing, filing or recording any documents, which are necessary or which the Bank deems appropriate, to be sure that my obligations to the Bank under the Agreement become and continue to be secured by the Mortgage/Deed of Trust covering the Property.

FUTURE ADVANCES
The Bank may from time to time in its sole discretion, approve additional credit for me under the terms of this Agreement. I will receive written notice from the Bank of such offer to increase my Credit Line Limit. I may accept such offer of increased credit by my use of those additional funds without signing any additional documents. All such increased credit amounts will be governed by the terms and conditions of this Agreement and will be secured by the Mortgage/Deed of Trust which secures this Agreement.

CHANGE IN RESIDENCE OR OWNERSHIP OF THE PROPERTY
I agree to notify the Bank immediately if (a) if the Property is my primary residence and I cease to live in the Property my primary residence, or (b) there is change in ownership of the Property. I agree that my Account shall be closed and that the entire outstanding balance of my Account shall be due and payable immediately on any sale or other transfer of the Property. In this regard, I understand that if the Account is secured by a Deed of Trust, the Deed of Trust contains the following or substantially similar provision:
Upon sale, transfer, hypothecation, assignment or encumbrance, where voluntary, involuntary, or by operation of law, of all or any part of the Subject Property or any interest therein, then at its sole option Beneficiary or Lender may, by written notice to Trustor (or Grantor), declare all obligations secured hereby immediately due and payable, except to the extent that such acceleration for and in such particular circumstances where exercise of such a right by Beneficiary is prohibited by law.
If the Account is secured by a Mortgage contains the following, or substantially similar provision: Upon sale, transfer, hypothecation, assignment or encumbrance, whether voluntary, involuntary, or by operation of law, of all or any part of the Subject Property or any interest therein, then its sole option Mortgagee may, by written notice to Mortgagor, declare all obligations secured hereby immediately due and payable, except to the extent that such acceleration for and in such particular circumstances where exercise of such a right by Mortgagee is prohibited by law.

CHANGE IN TERMS
I agree that the Bank may make certain changes to the terms of this Agreement at specified times or upon the occurrence of specified events. The Bank may make insignificant changes, such as changes in the address for payments, billing cycle dates, payment due dates, day of the month on which index values are determined, index or interest rate rounding rules, and balance computation method (if the change produces an insignificant difference in the interest I pay). The Bank may also make changes that will benefit me, such as additional options or a temporary reduction in rates or fees. In accordance with the federal law, the Bank may also change the index and margin used to determine the Annual Percentage Rate if the index is no longer available. The Bank will give me any notice of change that is required by law. I may also agree to change in writing.

BORROWER'S WAIVERS
I waive my rights to require the Bank to do certain things. Those things are: (a) to demand payment of amounts due (know as "presentment"); (b) to give notice that amounts due have not been paid (known as "notice of dishonor"); (c) to obtain an official certification of nonpayment (known as "protest"). Anyone else who agrees to keep the promises made in the Agreement, or who agrees to make payments to the Bank if I fail to keep my promises under the Agreement, or who signs the Agreement to transfer it to someone else, waives these rights. These persons are known as "guarantors, sureties and endorsers".

WAIVER
The Bank may fail to make use of any of its rights under the Agreement or the Mortgage/Deed of Trust on the Property on one or more occasions, or delay or partially exercise such rights, without waiving any of its rights or amending any of my obligations.

GOVERNING LAW
All interest, fees and other amounts charged or accruing in connection with the Agreement which are considered "interest" within the meaning of Section 85 of the National Bank Act (12 USC Sec. 85; 12 CFR 7.4001 (a)) shall be governed by and interpreted under California Law. In all other respects, the Agreement and all related documents, as well as the rights, remedies, and duties of the Bank and the Borrower(s), shall be governed and interpreted by federal law with respect to national banks and, to the extent not permitted by federal law, the consumer protection laws of the state in which the real estate is located.

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LOST OR STOLEN ADVANCE CHECKS, BILLING ERRORS

I will immediately contact the Bank at the phone number on my statement and confirm by letter if any of my advance checks are ever lost or stolen, if there are any errors in my monthly statement, or if I suspect any unauthorized use of my Account. The Bank will not return to me my cancelled advance checks or other advance instruments after paying them. The Bank will make available photocopies of my advance checks and other instruments upon request. (If such request is not made in connection with a billing error inquiry, it may be subject to Research and Photocopy Fees, as described herein). I will examine my Account statement promptly in order to identify any improper or unauthorized entries. In consideration for the Bank's payment of each advance check, I agree that even though I will not receive the original checks, all time periods under the Uniform Commercial Code (UCC) for examining my statement and reporting improper entries, including that UCC's statutes of limitation with respect to forged, unauthorized, or missing signatures or endorsements, will begin from the time my Account statement is sent or made available to me.

UNAUTHORIZED TRANSACTIONS WITH WELLS FARGO ATM CARD OR WELLS FARGO ATM & CHECK CARD

I will notify Wells Fargo Bank at once if my card has been lost or stolen and/or another person has my Secret Code or PIN. I will also notify the Bank if someone has transferred or may transfer money from my Account without my permission, or if I suspect any fraudulent activity on my Account. I can call the Wells Fargo Phone Bank at the telephone number on my statement, anytime, 24 hours a day, 7 day a week, or advise my local Wells Fargo office, followed by a written notice, or write to:

Wells Fargo Bank, N.A. P.O.Box 4233 Portland, OR 97208-4233

NOTIFY THE BANK IN CASE OF ERRORS OR QUESTIONS ABOUT MY BILL

If I think my bill is wrong or if I need more information about a transaction on my bill, I will send a letter on a separate page to the Bank, as soon as possible, at the address listed on my bill. The Bank must hear from me no later than 60 days after the Bank sent me the first bill on which the suspected error or problem appears. I can telephone the Bank, but doing so will not preserve my rights. In my letter, I will provide the Bank with the following information:

-My name, account number and daytime phone number, and

-The dollar amount of the suspected error, and

-A description of the error and explanation, if possible, as to why I believe there is an error. If I need more information, I will describe the item I am not sure about.

If I have authorized the Bank to pay my bill automatically from my checking account, I can stop the payment on any amount I think is wrong. To stop the payment, my letter must reach the Bank three business days before the automatic payment is scheduled to occur.

MY RIGHTS AND THE BANK'S RESPONSIBILITIES AFTER RECEIPT OF MY WRITTEN NOTICE

The Bank must acknowledge my letter within 30 days, unless the Bank has corrected the error by then. Within 90 days, the Bank must either correct the error or explain why the Bank believes the bill was correct. After the Bank receives my letter, the Bank cannot try to collect any amount I question or report me as delinquent. The Bank can continue to bill me for the amount I question, including finance charges, and the Bank can apply any unpaid amount against my Credit Line Limit. I do not have to pay any question amount while the Bank is researching my account, but I am still obligated to pay the parts of my bill that are not in question.

If the Bank finds that a mistake was made on my bill, I will not have to pay any finance charges related to the questioned amount. If the Bank didn't make a mistake, I will have to pay finance charges, and I will have to make up any missed payments on the questioned amount. In either case, the Bank will send me a statement of the amount I owe and the date that payment is due.

If I fail to pay the amount that the Bank determines I owe, the Bank may report me as delinquent. However, if the Bank's explanation does not satisfy me and I write to the Bank within ten days telling the Bank that I still refuse to pay, the Bank must tell anyone the Bank reports to that I have question about my bill. When the matter has been settled between the Bank and me, the Bank must tell anyone the Bank reports to that the matter has been settled. If the Bank does not follow the above rules, the Bank cannot collect the first $50.00 of the questioned amount, even if my bill was correct.

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STATE DISCLOSURES:
N/A

NOTICE TO BORROWER: DO NOT SIGN THIS AGREEMENT IF IT CONTAINS BLANK SPACES. ALL SPACES SHOULD BE COMPLETED BEFORE THIS AGREEMENT IS SIGNED. READ THIS AGREEMENT BEFORE SIGNING IT.

SIGNATURES AND AFFIRMATION'S OF BORROWERS:
I have received, read and retained a copy of the Disclosure, the Agreement, the Agreement to Provide Property/Flood Insurance, all riders or amendments to the Agreement, the Deed/Mortgage on the Property securing this Account, all riders, amendments or modifications to the Deed/Mortgage on the Property securing this Account, the HUD Settlement Statement provided to me at the closing, all of which I agree to by signing this Agreement. In addition, I hereby agree that the terms of this Agreement replaced the terms of any prior oral or written agreements, including by way of example only, any and all commitment letters between me and the Bank.

Signature: SHIRLEY BERNSTEIN	Date: 6/8/04	Signature:	Date:
Signature: SIMON L BERNSTEIN	Date: 6/8/04	Signature:	Date:
Signature:	Date:	Signature:	Date:
Signature:	Date:	Signature:	Date:

LOCSP(P) 010804

Wells Fargo Bank, N.A.

DATE OF NOTE/AGREEMENT: 6/8/2004
ACCOUNT: 65038475190001
REFERENCE: 20032411404280

Addendum to Promissory Note/Line of Credit Agreement

This Addendum, made on 6/8/2004 is incorporated into and shall be deemed to amend and supplement the promissory note/line of credit agreement of the same date. If the promissory note/line of credit agreement is signed on or after February 20, 2004 the Governing Law Provision included in either the promissory note/line of credit agreement (including the promissory note/line of credit agreement in the Home Equity Closing Handbook, if applicable) is amended to read:

"All interest, fees and other amounts charged or accruing in connection with this Agreement which are considered "interest" within the meaning of Section 85 of the National Bank Act (12 USC § 85; 12 CFR 7.4001 (a)) shall be governed by and interpreted under South Dakota law. In all other respects, this Agreement and all related documents, as well as the rights, remedies, and duties of the Bank and the borrower(s), shall be governed and interpreted by federal law with respect to national banks and, to the extent not preempted by federal law, the consumer protection laws of the state in which the real estate is located, except that Texas Finance Code Chapter 346 (which regulates certain revolving credit accounts) does not apply to this Agreement."

In all other respects and except as amended by this Addendum, the promissory note/line of credit agreement remains unchanged and in full force and effect.

BORROWER SHIRLEY BERNSTEIN	6/8/04 DATE SIGNED
BORROWER SIMON L BERNSTEIN	6/8/04 DATE SIGNED
BORROWER	DATE SIGNED
BORROWER	DATE SIGNED
BORROWER	DATE SIGNED
BORROWER	DATE SIGNED
BORROWER	DATE SIGNED
BORROWER	DATE SIGNED

ADPRNTCA 011004

DATE OF AGREEMENT: 6/8/2004

REFERENCE #: 20032411404280
ACCOUNT #: 65038475190001

NOTICE OF FINAL AGREEMENT AND ARBITRATION AGREEMENT

Resolving Disputes - Arbitration Agreement
In this Arbitration Agreement, "the Bank" means Wells Fargo Bank N.A. or any transferee of the Agreement or Note as applicable, and "I", "me", and "my" means the undersigned customer or customers, individually and jointly. Maintaining good relationships with customers is very important to the Bank. I agree to contact the bank immediately if I have a problem with one of my accounts or loans with the Bank or a service the Bank provides to me. Often a telephone call will resolve the matter quickly and amicably. However, if the Bank and I are not able to resolve our differences informally, I agree that any dispute between me and the Bank, regardless of when it arises or arose, will be settled, at the option of me or the Bank, using the following procedures.

I UNDERSTAND AND AGREE THAT I AM WAIVING MY RIGHT TO JURY TRIAL, BEFORE A JUDGE IN A PUBLIC COURT. FURTHER, I WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY DISPUTE SUBJECT TO ARBITRATION.

NOTICE: THIS DOCUMENT AND ALL OTHER DOCUMENTS RELATING TO THIS LOAN CONSTITUTE A WRITTEN LOAN AGREEMENT WHICH REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES RELATING TO THE LOAN CLOSED ON THE SAME DATE AS THIS AGREEMENT IS SIGNED.

Disputes
A dispute is any unresolved disagreement between the Bank and me that relates in any way to accounts, loans with the Bank, services provided by the Bank, or agreements with the Bank. A dispute includes any claims or controversy of any kind, which arises out of or are in any way related to these accounts, loans, services or agreements. It includes claims based on broken promises or contracts, tort (injury caused by negligent or intentional conduct), breach of fiduciary duty or other wrongful actions. It also includes any statutory common law and equitable claim. A dispute also includes any disagreement about the meaning of the Arbitration Agreement and whether a disagreement is a "dispute" subject to binding arbitration as provided for in the Arbitration Agreement. No dispute may be joined in arbitration with a dispute of any other person or arbitrated on a class action basis.

Binding Arbitration
Binding arbitration is a means of having one or more independent third parties resolve disputes without using the court system, judges or juries. Either the Bank or I may submit a dispute to binding arbitration at any reasonable time notwithstanding that a lawsuit or other proceeding has commenced. If either the Bank or I fail to submit to binding arbitration following a lawful demand, the party who fails to submit shall bear the costs and expenses incurred by the party compelling arbitration. **Neither you nor I shall be entitled to join or consolidate disputes by or against others in any arbitration, or to include in any arbitration any dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in any private attorney general capacity.**

The American Arbitration Association (the AAA) shall administer each arbitration, including the selection of arbitrators, pursuant to the commercial arbitration rules of the AAA. Each arbitration will be governed by the provisions of the Federal Arbitration Act (Title 9 of the United States Code) and, to the extent any provision of that Act is applicable, unenforceable or invalid, the laws of the state governing the relationship between me and the Bank about which the dispute arose. To find out how to initiate arbitration, I can simply call any office of the AAA.

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Exception - Certain Real Property Collateral
Notwithstanding contrary provisions herein, no dispute shall be submitted to arbitration if the dispute concerns indebtedness secured by real property and if arbitration of the dispute would preclude enforcement of a mortgage, lien or security interest securing such indebtedness unless (1) the holder of such mortgage, lien or security interest specifically elects in writing to proceed with the arbitration, or (2) all parties to the arbitration waive any rights or benefits that might accrue to them by virtue of any applicable one action rule statutes, thereby agreeing that all indebtedness and obligations of the parties, and all mortgages, liens and security interests securing any such indebtedness and obligations, shall remain fully valid and enforceable.

Right To Other Remedies Preserved
Neither this Arbitration Agreement, nor the exercise of any of the rights the Bank and I have under the Agreement, shall stop me or the Bank from exercising any lawful rights either of us has to use other remedies available for the purpose of (1) preserving, foreclosing, or obtaining possession of real or personal property; (2) exercising self-help remedies including setoff and repossession rights; or (3) obtaining provisional or ancillary remedies such as injunctive relief, sequestration, attachment, garnishment, or the appointment of a receiver from a court having jurisdiction.

Miscellaneous
The AAA - the arbitrator - and the parties - the Bank and I - shall, to the extent feasible, take any action necessary to assure that an arbitration proceeding hereunder is furnished within one hundred eighty (180) days of the filing of the dispute with the AAA. Arbitration proceedings shall be conducted in the state in which I reside, at a location determined by the AAA. All statutes of limitations applicable to any dispute shall apply to any arbitration between the Bank and me. If a claim is properly filed in a small claims or justice court and if the small claims or justice court has jurisdiction to resolve the claim, including all cross-claims and counterclaims, then the party that demands arbitration and removes the claim from the small claims or justice court shall pay the administrative fee of the AAA and the fees, cost and expenses of the arbitrator. This Arbitration Agreement shall survive the termination, amendment or expiration of any documents or any relationship between the parties.

Judicial Reference (California Only)
If California law governs this Arbitration Agreement and an action or proceeding is commenced by complaint before any court in California and neither I nor the Bank request that the dispute be submitted to arbitration, then, upon motion by either the Bank or me, the dispute shall be heard by a reference under the provisions of the California Code of Civil Procedure, Section 638 and following. The referee shall be either a practicing attorney or retired judge. The reference process is not subject to a trial by jury.

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LENDER:
Wells Fargo Bank N.A.

By: Gary D. Wildnick — 6/8/2004
Date Signed

CUSTOMER(S):

Customer SHIRLEY BERNSTEIN — 6/8/04
Date Signed

Customer SIMON L BERNSTEIN — 6/8/04
Date Signed

Customer — Date Signed

Customer — Date Signed

Customer — Date Signed

Customer — Date Signed

Customer — Date Signed

Customer — Date Signed

ARBAGR 05/07/2003

Reassure America Life Insurance Company

866-543-4024 WEB GENERATED

NAME CHANGE REQUEST FORM

Policy Number _____ Insured _____

Legal Documentation Required, Attach Copy to Form

I do hereby, request a name change in my policy for the:

_____ Owner
_____ Joint Owner
_____ Insured
_____ Beneficiary

Previous Name: _____ New Name: _____

Signatures and Information

Owner New Name Printed	Signature	Social Security Number
Address and Phone Number		Dated
Joint Owner New Name Printed	Signature	Social Security Number
Address and Phone Number		Dated
Insured New Name Printed	Signature	Social Security Number
Address and Phone Number		Dated
Beneficiary New Name Printed	Signature	Social Security Number
Address and Phone Number		Dated

Reassure America Life Insurance Company

WEB GENERATED

- **Faxes Will Be Accepted**
- **Do Not Send Policy with this Form**

REQUEST FOR CHANGE OF OWNERSHIP FORM

Policy Number: _ Insured: _ Date: _____

I, (we) the Owner(s) of the aforementioned policy, hereby assign and transfer all rights, benefits, options, and privileges available under this policy while the Insured is living, including the right to change the beneficiary thereunder, cash surrender the policy or elect non-forfeiture options (if any) to the following named person, who shall be the Owner (Applicant) of the policy. Unless otherwise indicated, all joint ownerships will be with rights of survivorship. I declare that no proceeding in bankruptcy or insolvency is pending against me. I understand the Beneficiary Designation currently in effect is not changed by executing this Change of Ownership Form.

IMPORTANT: If you are naming multiple Owners or Contingent Owners, or if more room is needed, please attach a separate page providing the information listed below, the policy number, the Policyowner(s)' signature and date signed.

New Primary Owner(s)

Print Full Name/Trust/Title	Percentage: 100%, 50%, etc.
	Telephone Number

Mailing Address including City, State, and Zip

SS Number/Tax ID Number	Date of Birth/Date of Trust	Relationship to the Insured

Policies subject to Viatical / Life Settlement transactions - Are you a viatical settlement provider, life settlement provider, the receiver or conservator of a viatical or life settlement company, a viatical or life financing entity, trustee, agent, securities intermediary or other representative of a viatical or life settlement provider, or an individual or entity which invested in this policy as a viatical or life settlement? ☐ Yes ☐ No

Print Full Name/Trust/Title	Percentage: 100%, 50%, etc.
	Telephone Number

Mailing Address including City, State, and Zip

SS Number/Tax ID Number	Date of Birth/Date of Trust	Relationship to the Insured

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New Contingent Owner(s): Becomes Owner upon the death or disqualification of the Primary Owner.

Print Full Name/Trust/Title	Percentage: 100%, 50%, etc.
	Telephone Number

Mailing Address including City, State, and Zip

SS Number/Tax ID Number	Date of Birth/Date of Trust	Relationship to the Insured

Print Full Name/Trust/Title	Percentage: 100%, 50%, etc.
	Telephone Number

Mailing Address including City, State, and Zip

SS Number/Tax ID Number	Date of Birth/Date of Trust	Relationship to the Insured

IMPORTANT: Signatures are required on Page 2.

 All pages of this form must be submitted for consideration of request

Reassure America Life Insurance Company

WEB GENERATED

REQUEST FOR CHANGE OF OWNERSHIP FORM

SIGNATURE PAGE

Policy Number: Insured: Date: _____

New Primary Owner Signature Requirements	
Signature of new Primary Owner	Date
Signature of new Joint Primary Owner	Date

New Contingent Owner Signature Requirements	
Signature of new Contingent Owner	Date
Signature of new Joint Contingent Owner	Date

Current Policyowner Information: I (we) agree that the above revocation and change, upon being filed and recorded with the Company, will take effect as of the date this notice was signed, unless the policy has been terminated, surrendered or had a claim filed and/or processed against it before this revocation and change is received by the Company. Refer to the Instructions for acceptable signatures.

Print Name of Policyowner/Title	SS Number/Tax ID Number
Signature	Date
Signature of Notary Official, if applicable Notary seal/stamp	Date

Print Name of Joint Policyowner/Title	SS Number/Tax ID Number
Signature	Date
Signature of Notary Official, if applicable Notary seal/stamp	Date

Spousal Signature Requirements

For the protection of both parties, if the owner resides in a Community Property State, we request that the owner's spouse join in signing and dating this form. If the owner resides in CA, ID, NV or WA the owner's spouse must sign and date this form below.

_____
Print Name of Spouse

_____ _____
Signature of Spouse Date

All pages of this form must be submitted for consideration of request

Heriaud & Genin, Ltd.

Attorneys At Law
161 North Clark Street - Suite 3200
Chicago, Illinois 60601
Fax: (312) 616-1808

Tamar S.P. Genin
(312) 616-1806
tspg@hgtrustlaw.com

November 28, 2011

Ms. Pamela B. Simon
950 North Michigan Avenue
Apt. 2603
Chicago, Illinois 60611

Dear Pam:

Please accept my apologies for my delay in sending you this letter. I had meant to send it to you soon after we spoke about my discussions with your parents' estate planning attorney, Robert Spallina. I know that it came as a shock when I told you that I was informed by Mr. Spallina that you, Ted and your respective family lines have not been provided for under your parents' estate plan and that your other three siblings have been provided for. Therefore, I thought that this follow-up letter was important.

As you may recall, I wrote to Mr. Spallina to request copies of your mother's Will, Trust and related financial information so that we could factor in a projected value of your remainder interest in your mother's Trust and analyze whether we should make any revisions to your and Scooter's estate plan in light of your mother's passing. We followed up with him after not receiving the requested information. In the end, I received an email from him in which he wrote "Please call me."

During my discussions with Mr. Spallina, he told me that you, Ted and your family lines were treated as "deceased" under your mother's trust because you and Ted were active in the businesses, and that each of you received a business as a gift from your parents. Mr. Spallina went on to say that your parents thought that they had adequately provided for you and Ted as a result of the gift of the business interests and that they wanted to provide for the other three children under their estate plan. I listened to what Mr. Spallina said. However, I knew based on our series of discussions over the years that, in fact, you did not receive any gift of a business interest from your parents.

Following is my understanding of the circumstances under which you obtained your father's interest in S.T.P. Enterprises, Inc. ("STP"), which I understand can be supported by documentation:

- You and Scooter "stepped-in" and took over the running of Si's businesses (including SB Lexington, Cambridge Associates and others) following your father's open heart surgery at Northwestern in February of

1987, where he also contracted Hepatitis C and was told that he could no longer work full time. Following this, Si moved full time to Florida. He traveled to Israel later that year and contracted pneumonia.

- Upon reviewing the books, you and Scooter realized that Si's businesses were failing, an employee was stealing money and Si owed millions of dollars in unpaid bills and unpaid debt. In addition, you were receiving call after call from various banks asking for repayment.

- At that time, the ALPS was in its infancy. The promoter/agency was Cambridge Associates, owned 50% by Dov Kahana and 50% by Si with the positive arbitrage owned 25% by each of Cambridge, KGN, Bruce Nickerson and Scooter.

- In August 1988, Dov was exposed by you, and you and Scooter bought out Dov's 50% share for $3,300/month for 3 years and re-formed STP to own and market the ALPS.

- The first ALPS funding was on October 25, 1988. Even though your father was not involved in the day-to-day operations of STP, and you and Scooter were buying out Dov, your father insisted on owning a 50% share in STP, with each of you and Scooter receiving a 25% share.

- To protect your reputation and save Si from bankruptcy, you and Scooter decided to work 7 days a week and to forgo receiving most of your share of the net income from the business for a number of years to turn Si's situation around. During this time, however, your father continued to receive his 50% share of the net income and had his debt re-financed and re-paid by STP.

- Ultimately you and Scooter were compelled to buy your father out because he was doing business in Florida on behalf of others in a manner that was jeopardizing the relationships that you and Scooter had made through your efforts. You and Scooter paid top dollar ($6.5 million) to buy out your father's interest after the two of you had turned STP into a success. Although neither you nor Scooter thought that such a large sum was reasonable, you felt good knowing that it should take care of him and your mother for life.

- Just months after you purchased your father's interest in STP, you discovered that your father was doing business in direct competition with STP and utilizing STP information on his web page.

In addition, I recall based on our discussions that you and Scooter decided to help your parents by purchasing their Chicago condominium after they decided to move to St. Andrews. I understand that the two of you paid above full price with no

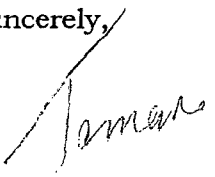
sales commission during a time when units were not selling at all, much less at full price. I also recall that the condo's furnishings were included in the purchase price even though your parents ultimately took an antique bench with them.

I do not see how either of these transactions with your parents could in any way be viewed as gifts that they made to you, and thus, justify their decision to cut you, Molly and future descendants of your family line out of receiving assets under their estate plan. I suggest that you talk this over with your father. Perhaps a review of the facts of the transactions will help his recollection about what actually occurred during the period when he was ill.

It is not the natural course to cut out certain family lines (Mr. Spallina agreed with me on this), and doing so could result in rifts between family lines for generations to come. I expect that this is not the type of legacy that your father would like to leave behind. In my experience, a child and that child's line are cut out only in extreme circumstances.

It is not too late for your father to change the current course. Since each of you, Ted, Lisa and Jill have your own independent wealth, perhaps at death your father could provide for your brother, Eliot, who is in need of financial assistance, and then divide the remainder of your parents' assets (after any debts, taxes and expenses) between the grandchildren so that each grandchild feels that he or she has been treated the same as his or her cousins. Obviously generation-skipping transfer ("GST") taxes would need to be considered, but under current tax law, potentially up to $10 million could be transferred between your parents to the grandchildren's generation without triggering a GST tax.

Sincerely,



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IRS CIRCULAR 230 NOTICE: To comply with requirements imposed by the IRS, we inform you that any federal tax advice contained in this letter (including any enclosures) is not intended or written to be used, and cannot be used, for the purposes of avoiding penalties under the Internal Revenue Code. If this letter contains federal tax advice and is distributed to a person other than the addressee, each subsequent reader is notified that such advice is being delivered to support the promotion or marketing by a person other than Heriaud & Genin, Ltd. Each such taxpayer should seek advice based on the taxpayer's particular circumstances from an independent adviser.

LAW OFFICES
TESCHER & SPALLINA, P.A.

BOCA VILLAGE CORPORATE CENTER I
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FLORIDA 33431

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LAUREN A. GALVANI

SUPPORT STAFF
DIANE DUSTIN
KIMBERLY MORAN
SUANN TESCHER

May 10, 2013

Personal & Confidential

FEDERAL EXPRESS
Adam Simon, Esq.
The Simon Law Firm
303 E. Wacker Drive, Suite 210
Chicago, IL 60601

Re: Simon Bernstein Estate

Dear Adam:

Enclosed for your records is a copy of the Heritage Union Life Insurance file for the above referenced Estate.

If you have any questions, please do not hesitate to call the office.

Sincerely,

ROBERT L. SPALLINA

RLS/ac
Enclosure

Shipment Receipt

Address Information

Ship to:	**Ship from:**
Adam Simon, Esq.	Lauren Galvani
The Simon Law Firm	
303 E. Wacker Drive	4855 Technology Way
Suite 210	Suite 720
CHICAGO, IL	Boca Raton, FL
60601	33431
US	US
312-819-0730	5619977008

Shipment Information:
Tracking no.: 799732615270
Ship date: 05/10/2013
Estimated shipping charges: 33.50

Package Information
Service type: Standard Overnight
Package type: FedEx Pak
Number of packages: 1
Total weight: 2 LBS
Declared Value: 0.00 USD
Special Services:
Pickup/Drop-off: Drop off package at FedEx location

Billing Information:
Bill transportation to: MyAccount-343
Your reference: e/o Bernstein - 11187.006
P.O. no.:
Invoice no.:
Department no.:

Thank you for shipping online with FedEx ShipManager at fedex.com.

Please Note

FedEx will not be responsible for any claim in excess of $100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of $100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is $500, e.g., jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits; Consult the applicable FedEx Service Guide for details.
The estimated shipping charge may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable FedEx Service Guide or the FedEx Rate Sheets for details on how shipping charges are calculated.

Robert Spallina

From: Robert Spallina
Sent: Friday, May 03, 2013 6:41 PM
To: Welling, Scott
Cc: Donald Tescher
Subject: Re: Simon Bernstein Irrevocable Insurance Trust dtd 6/21/95 v. Heritage Union Life Insurance Company- Case Number 2013L003498

Scott there is no trust instrument to be found. That was what the Dec action was all about.

Sent from my iPhone

On May 3, 2013, at 5:58 PM, "Welling, Scott" <scott.welling@jackson.com> wrote:

> Hello,
>
> Can you gentlemen pdf me a copy of the trust?
>
> Thanks.
>
> Scott

From: Donald Tescher [mailto:dtescher@tescherspallina.com]
Sent: Friday, April 19, 2013 6:01 PM
To: Welling, Scott; Robert Spallina
Cc: asimon21@att.net; David (Scooter) Simon; Ted Bernstein
Subject: RE: Simon Bernstein Irrevocable Insurance Trust dtd 6/21/95 v. Heritage Union Life Insurance Company- Case Number 2013L003498

Ted: This is principally addressed to you but have included others so that they are aware. I feel that we have serious conflicts in continuing to represent you as Trustee of the Life Insurance Trust and need to withdraw from further representation in regard to that matter. We have been under the impression that the interpleader action to be filed in Palm Beach County, Florida would be filed in the Circuit Court which is a State court. That is where Sy's estate is being administered. I have spent the past couple of days acting as an intermediary with Scooter and Scott and thought that we had reached a reasonable resolution that would permit the carrier to bring the action here and have Adam then dismiss the Cook County suit. It appears that I was unsuccessful. Given the conflicting issues of who is representing the Trust, our removal will at least solve that issue. If you gave written authority to the Simon Lawfirm it was without our knowledge.

Should our testimony or affidavits regarding Sy's intent or any other aspects of this matter that we may have knowledge be useful we will certainly be available to assist.

Donald R. Tescher, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
dtescher@tescherspallina.com

If you would like to learn more about TESCHER & SPALLINA, P.A., please visit our website at www.tescherspallina.com

Pursuant to the provisions of Internal Revenue Service Circular 230 that apply to written advice provided by Federal Tax practitioners, please be advised (a) that if any advice herein relating to a Federal tax issue would, but for this disclaimer, constitute a "reliance opinion" within the meaning of Circular 230, such advice is not intended or written to be used, and cannot be used by the affected taxpayer, for the purpose of avoiding penalties that may

be imposed on the taxpayer, and (b) any v .on statement contained herein relating to any Federal tax issue .y not be used by any person to support the promotion or marketing of, or to recommend, any Federal tax transaction(s) or matter(s) addressed herein. We would be happy to discuss the effect of this disclaimer, and alternatives to this disclaimer, with you if desired.

The information contained in this message is legally privileged and confidential information intended only for the use of the individual or entity named above. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. If you have received this communication in error, please immediately notify us by e-mail or telephone. Thank you.

From: Welling, Scott [mailto:scott.welling@jackson.com]
Sent: Friday, April 19, 2013 5:26 PM
To: Robert Spallina; Donald Tescher
Subject: FW: Simon Bernstein Irrevocable Insurance Trust dtd 6/21/95 v. Heritage Union Life Insurance Company- Case Number 2013L003498

Gentlemen,

Can you advise on the below...?

From: adam simon [mailto:asimon21@att.net]
Sent: Friday, April 19, 2013 5:25 PM
To: Welling, Scott
Subject: Re: Simon Bernstein Irrevocable Insurance Trust dtd 6/21/95 v. Heritage Union Life Insurance Company- Case Number 2013L003498

Mr. Welling:

You have been given inaccurate information. I have received written authorization from Ted Bernstein as Tstee of the Trust to file the action that was filed in Cook County.

Thank you,
Adam Simon

Sent from my iPhone

On Apr 19, 2013, at 4:02 PM, "Welling, Scott" <scott.welling@jackson.com> wrote:

> Dear Mr. Simon,
>
> Thank you for your correspondence.
>
> I just tried to call you, but neither you nor your colleague David Simon were available.
>
> I have briefly discussed this matter with Cook County counsel.
>
> It is my understanding that Jackson has a very short timeframe in which to remove this action to federal court, should it choose to do so. Inasmuch as I am out of the office all next week, I would like to resolve this issue sooner rather than later.
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> My understanding of this matter is that the Trustee of the Simon Bernstein Irrevocable Insurance Trust has not authorized you to file this lawsuit on behalf of the Trust. Indeed, the Trust's counsel (Robert Spallina) and I have had several amicable and productive dialogues regarding this matter, and have agreed that the best way to

resolve this matter is for Jackson to file a federal interpleader action in Palm Beach Florida, where venue indisputably lies.

If I am incorrect, and if the Trustee of the Trust HAS directed you to file this suit, please advise me of same at your soonest convenience.

I will allow you until Wednesday, April 24, 2013 to voluntarily dismiss the above action, and provide me with email confirmation of the dismissal.

If I do not receive confirmation of the dismissal by that date, I will instruct our Cook County counsel to file an Appearance, and then seek to dismiss the action on the grounds that the Trust never authorized the suit.

Naturally, I will ask that our fees and costs be recovered from whichever person or entity is appropriate.

I remain committed to working with the Trust to resolve this matter amicably and with as little expense as possible. However, I decline to do so with an improperly filed lawsuit hanging over my head.

Please give this matter your prompt attention.

From: Cheryl Sychowski [mailto:cheryl@stpcorp.com]
Sent: Friday, April 19, 2013 3:48 PM
To: Welling, Scott
Cc: dtescher@tescherspallina.com; Adam Simon; Adam Simon
Subject: Simon Bernstein Irrevocable Insurance Trust dtd 6/21/95 v. Heritage Union Life Insurance Company- Case Number 2013L003498

Mr. Welling,

Please see attached for a letter from Adam Simon regarding Simon Bernstein Irrevocable Insurance Trust dtd 6/21/95 v. Heritage Union Life Insurance Company - Case Number 2013L003498.

Thank you,

Cheryl Sychowski

The Simon Law Firm
303 E. Wacker Drive, Suite 210
Chicago, IL 60601
P: (312) 819-0730
F: (312) 819-0773
E: cheryl@stpcorp.com

Bernstein - Life Ins.

Donald Tescher

From: Donald Tescher
Sent: Friday, April 19, 2013 6:01 PM
To: 'Welling, Scott'; Robert Spallina
Cc: 'asimon21@att.net'; 'David (Scooter) Simon'; Ted Bernstein
Subject: RE: Simon Bernstein Irrevocable Insurance Trust dtd 6/21/95 v. Heritage Union Life Insurance Company- Case Number 2013L003498

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Thank you,
Adam Simon

Sent from my iPhone

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> Thank you for your correspondence.
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> I just tried to call you, but neither you nor your colleague David Simon were available.
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Please give this matter your prompt attention.

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Sent: Friday, April 19, 2013 3:48 PM
To: Welling, Scott
Cc: dtescher@tescherspallina.com; Adam Simon; Adam Simon
Subject: Simon Bernstein Irrevocable Insurance Trust dtd 6/21/95 v. Heritage Union Life Insurance Company- Case Number 2013L003498

Mr. Welling,

Please see attached for a letter from Adam Simon regarding Simon Bernstein Irrevocable Insurance Trust dtd 6/21/95 v. Heritage Union Life Insurance Company - Case Number 2013L003498.

Thank you,

Cheryl Sychowski

The Simon Law Firm
303 E. Wacker Drive, Suite 210
Chicago, IL 60601
P: (312) 819-0730
F: (312) 819-0773
E: cheryl@stpcorp.com

Donald Tescher

From: Welling, Scott [scott.welling@jackson.com]
Sent: Friday, April 19, 2013 5:03 PM
To: 'Cheryl Sychowski'
Cc: Donald Tescher; Adam Simon; Adam Simon; Robert Spallina
Subject: RE: Simon Bernstein Irrevocable Insurance Trust dtd 6/21/95 v. Heritage Union Life Insurance Company- Case Number 2013L003498
Importance: High

Dear Mr. Simon,

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Sent: Friday, April 19, 2013 3:48 PM

To: Welling, Scott
Cc: dtescher@tescherspallina.com; Adam Simon; Adam Simon
Subject: Simon Bernstein Irrevocable Insurance Trust dtd 6/21/95 v. Heritage Union Life Insurance Company- Case Number 2013L003498

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Thank you,

Cheryl Sychowski

The Simon Law Firm
303 E. Wacker Drive, Suite 210
Chicago, IL 60601
P: (312) 819-0730
F: (312) 819-0773
E: cheryl@stpcorp.com

4/19/2013

THE SIMON LAW FIRM
303 EAST WACKER DRIVE
SUITE 210
CHICAGO, IL 60601-5210
PHONE: (312) 819-0730 • FAX: (312) 819-0773

April 19, 2013

Scott D. Welling
Associate General Counsel
Jackson National Life Insurance Company
One Corporate Way
Lansing, Michigan 48951

RE: Simon Bernstein Irrevocable Insurance Trust dtd 6/21/95 v. Heritage Union Life Insurance Company, Case Number 2013L003498

Mr. Welling:

This email confirms that the Simon Bernstein Irrevocable Insurance Trust dtd 6/21/95 will dismiss the action filed in Cook County upon a filing of the interpleader action in the Palm Beach County Circuit Court within the later of (i) 30 days from today; or (ii) the time for filing an answer or other responsive pleading in the Cook County matter. Heritage need not file an answer or other pleading provided if and only if Heritage files the interpleader action in the Palm Beach County Circuit Court within the time stated.

Thank you for your participation in this resolution.

Very truly yours,
THE SIMON LAW FIRM

Adam M. Simon

Donald Tescher

From: Donald Tescher
Sent: Friday, April 19, 2013 2:18 PM
To: 'David (Scooter) Simon'; Ted Bernstein
Cc: Robert Spallina
Subject: RE: Heritage Union

Scooter, as per my telephone conversation with you where I advised you of my subsequent telephone conversation with Heritage's counsel, please revise the message as modified below and have it typed on your letterhead, signed and addressed to Scott D. Welling, Associate General Counsel, Jackson National Life Insurance Company, One Corporate Way, Lansing, Michigan 48951. Email is scott.welling@jackson.com. Please copy us also. Thank you.

Donald R. Tescher, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
dtescher@tescherspallina.com

If you would like to learn more about TESCHER & SPALLINA, P.A., please visit our website at www.tescherspallina.com

Pursuant to the provisions of Internal Revenue Service Circular 230 that apply to written advice provided by Federal Tax practitioners, please be advised (a) that if any advice herein relating to a Federal tax issue would, but for this disclaimer, constitute a "reliance opinion" within the meaning of Circular 230, such advice is not intended or written to be used, and cannot be used by the affected taxpayer, for the purpose of avoiding penalties that may be imposed on the taxpayer, and (b) any written statement contained herein relating to any Federal tax issue may not be used by any person to support the promotion or marketing of, or to recommend, any Federal tax transaction(s) or matter(s) addressed herein. We would be happy to discuss the effect of this disclaimer, and alternatives to this disclaimer, with you if desired.

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From: David (Scooter) Simon [mailto:dsimon@stpcorp.com]
Sent: Friday, April 19, 2013 1:36 PM
To: Ted Bernstein; Donald Tescher
Subject: RE: Heritage Union

Mr. Welling:

This email confirms that the Insurance Trust will dismiss the action filed in Cook County upon a filing of the interpleader action in the Palm Beach County Circuit Court within the later of (i) 30 days from today; or (ii) the time for filing an answer or other responsive pleading in the Cook County matter. Heritage need not file an answer or other pleading provided if and only if Heritage files the interpleader action in the Palm Beach County Circuit Court within the time stated.

Thank you for your participation in this resolution.

Adam Simon

From: Ted Bernstein [mailto:tbernstein@lifeinsuranceconcepts.com]

Sent: Friday, April 19, 2013 8:24 AM
To: Donald Tescher
Cc: Robert Spallina; David (Scooter) Simon
Subject: Re: Bernstein

Thanks Don.

Ted Bernstein
561-988-8984
tbernstein@lifeinsuranceconcepts.com

On Apr 19, 2013, at 9:22 AM, "Donald Tescher" <dtescher@tescherspallina.com> wrote:

> Good. Spoke to Scooter yesterday. They are sending us a letter agreeing to dismiss the Cook County lawsuit upon a filing of the interpleader action in the Palm Beach County Circuit Court. However, a new wrinkle has cropped up: the insurance company has now been formally served. I will ask Scooter to modify the letter to indicate that they need not file an answer or other pleading and the suit will be dismissed provided they file the interpleader here within the time for filing an answer or other responsive pleading in the Cook County matter. I will call the in house counsel at the carrier and make sure that this will be acceptable.
>
> Donald R. Tescher, Esq.
> TESCHER & SPALLINA, P.A.
> 4855 Technology Way, Suite 720
> Boca Raton, FL 33431
> Telephone: 561-997-7008
> Facsimile: 561-997-7308
> **dtescher@tescherspallina.com**
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From: Ted Bernstein [mailto:tbernstein@lifeinsuranceconcepts.com]
Sent: Friday, April 19, 2013 8:28 AM
To: Robert Spallina
Cc: Donald Tescher
Subject: Re: Bernstein

Condo closed yesterday. Money should be wired today. One down, one to go.

Ted Bernstein
561-988-8984
tbernstein@lifeinsuranceconcepts.com

On Apr 18, 2013, at 9:19 PM, "Robert Spallina" <rspallina@tescherspallina.com> wrote:

See below

Sent from my iPhone

Begin forwarded message:

From: "Welling, Scott" <scott.welling@jackson.com>
Date: April 18, 2013, 4:22:55 PM EDT
To: 'Robert Spallina' <rspallina@tescherspallina.com>
Subject: Bernstein

Hi Bob,

Not only has the Cook County lawsuit not been dismissed, I was just informed it was formally served on the 17th…??

I cannot file the Palm Beach interpleader with this action pending.

Scott D. Welling

Associate General Counsel

Jackson National Life Insurance Company

One Corporate Way

Lansing, Michigan 48951

Phone: (517) 367-4337

Fax: (517) 706-5517

Please note: Jackson's email address has changed to @jackson.com

Donald Tescher

From: David (Scooter) Simon [dsimon@stpcorp.com]
Sent: Friday, April 19, 2013 1:36 PM
To: Ted Bernstein; Donald Tescher
Subject: RE: Heritage Union

Mr. Tescher,

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From: Ted Bernstein [mailto:tbernstein@lifeinsuranceconcepts.com]
Sent: Friday, April 19, 2013 8:28 AM
To: Robert Spallina
Cc: Donald Tescher
Subject: Re: Bernstein

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Ted Bernstein
561-988-8984
tbernstein@lifeinsuranceconcepts.com

On Apr 18, 2013, at 9:19 PM, "Robert Spallina" <rspallina@tescherspallina.com> wrote:

> See below
>
> Sent from my iPhone
>
> Begin forwarded message:
>
> > **From:** "Welling, Scott" <scott.welling@jackson.com>
> > **Date:** April 18, 2013, 4:22:55 PM EDT
> > **To:** 'Robert Spallina' <rspallina@tescherspallina.com>
> > **Subject: Bernstein**
> >
> > Hi Bob,
> >
> > Not only has the Cook County lawsuit not been dismissed, I was just informed it was formally served on the 17th…??
> >
> > I cannot file the Palm Beach interpleader with this action pending.
> >
> > Scott D. Welling
> >
> > Associate General Counsel
> >
> > Jackson National Life Insurance Company
> >
> > One Corporate Way
> >
> > Lansing, Michigan 48951

Phone: (517) 367-4337

Fax: (517) 706-5517

Please note: Jackson's email address has changed to @jackson.com

Donald Tescher

From: Robert Spallina
Sent: Thursday, April 18, 2013 9:19 PM
To: Donald Tescher
Cc: TBernstein@lifeinsuranceconcepts.com
Subject: Fwd: Bernstein

See below

Sent from my iPhone

Begin forwarded message:

From: "Welling, Scott" <scott.welling@jackson.com>
Date: April 18, 2013, 4:22:55 PM EDT
To: 'Robert Spallina' <rspallina@tescherspallina.com>
Subject: Bernstein

Hi Bob,

Not only has the Cook County lawsuit not been dismissed, I was just informed it was formally served on the 17th...??

I cannot file the Palm Beach interpleader with this action pending.

30 days

[- he's ~~week~~ out next week]

-

Scott D. Welling
Associate General Counsel
Jackson National Life Insurance Company
One Corporate Way
Lansing, Michigan 48951
Phone: (517) 367-4337
Fax: (517) 706-5517

Please note: Jackson's email address has changed to @jackson.com

Donald Tescher

From: Alexa Collevechio
Sent: Thursday, April 18, 2013 3:09 PM
To: Donald Tescher
Subject: David Simon "Scooter" 312-819-0730

dsimon@stpcorp.com

Ted Mentioned to him that you called him and left him a voicemail but has no recollection of that happening

Alexa Collevechio, Receptionist
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Telephone: 561.997.7008
Facsimile 561.997.7308

Robert Spallina

From: Ted Bernstein [tbernstein@lifeinsuranceconcepts.com]
Sent: Monday, April 15, 2013 6:34 PM
To: Robert Spallina
Cc: Donald Tescher
Subject: RE: FW: Simon Bernstein Irrv Trust v Heritage Union

No, still not.

Ted Bernstein
561-988-8984

Sent from my Samsung Galaxy Note™

-------- Original message --------
Subject: RE: FW: Simon Bernstein Irrv Trust v Heritage Union
From: Robert Spallina <rspallina@tescherspallina.com>
To: Ted Bernstein <tbernstein@lifeinsuranceconcepts.com>
CC: RE: FW: Simon Bernstein Irrv Trust v Heritage Union

Have you spoken to them now? We want the filing in Cook County withdrawn ASAP.

From: Ted Bernstein [mailto:tbernstein@lifeinsuranceconcepts.com]
Sent: Monday, April 15, 2013 12:27 PM
To: Robert Spallina
Subject: RE: FW: Simon Bernstein Irrv Trust v Heritage Union

Hmmmm - haven't spoken with him since being on phone in your office.

Ted
561-988-8984

Sent from my Samsung Galaxy Note™

-------- Original message --------
Subject: FW: Simon Bernstein Irrv Trust v Heritage Union
From: Robert Spallina <rspallina@tescherspallina.com>
To: Ted Bernstein <tbernstein@lifeinsuranceconcepts.com>
CC: FW: Simon Bernstein Irrv Trust v Heritage Union

Ted – see below. Instructions from his clients??? Convenient how he didn't copy you.

From: Adam Simon [mailto:asimon21@att.net]
Sent: Monday, April 15, 2013 12:01 PM
To: Robert Spallina
Subject: Re: Simon Bernstein Irrv Trust v Heritage Union

Mr. Spallina:

I am trying to get final instructions from my clients, and will be back to you as soon as I can.

Thank you.

Adam Simon

From: Robert Spallina <rspallina@tescherspallina.com>
To: Adam Simon <asimon21@att.net>
Cc: Ted Bernstein <tbernstein@lifeinsuranceconcepts.com>; David (Scooter) Simon <dsimon@stpcorp.com>; Donald Tescher <dtescher@tescherspallina.com>
Sent: Monday, April 15, 2013 10:53 AM
Subject: RE: Simon Bernstein Irrv Trust v Heritage Union

Please advise timing as we have not received a response on the below email.

From: Robert Spallina
Sent: Friday, April 12, 2013 11:22 AM
To: 'Adam Simon'
Cc: 'Welling, Scott'; 'Ted Bernstein'; David (Scooter) Simon; Donald Tescher
Subject: RE: Simon Bernstein Irrv Trust v Heritage Union

Mr. Simon - I have spoken to Scott Welling at Jackson (who is copied on this email) and he will interplead here in South Palm Beach County which was the path he and I have been on since we discovered the defect in the ownership change. He is in the process of speaking to counsel here in Palm Beach County. As discussed

Monday, please withdraw the pleading filed in Cook County and provide notice of same to all the parties on this email. He cannot file his inter-pleader with this matter pending in Cook County. Thank you

Robert L. Spallina, Esq.

TESCHER & SPALLINA, P.A.

4855 Technology Way, Suite 720

Boca Raton, Florida 33431

Telephone: 561-997-7008

Facsimile: 561-997-7308

E-mail: rspallina@tescherspallina.com

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From: Robert Spallina
Sent: Monday, April 08, 2013 1:59 PM
To: 'Adam Simon'
Cc: 'Welling, Scott'; 'Ted Bernstein'; Donald Tescher
Subject: RE: Simon Bernstein Irrv Trust v Heritage Union

Mr. Simon - we would like an explanation as well. Our client, Ted Bernstein (and the alleged successor trustee of the subject trust), never had a conversation with us that his family would be taking it upon themselves to attempt to collect the proceeds from the carrier through his brother-in-law's firm. We have represented this

trust from the date of Mr. Bernstein s death. Is our client even aware that this was filed? He did not sign the pleading. Please advise.

Robert L. Spallina, Esq.

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From: Welling, Scott [mailto:scott.welling@jackson.com]
Sent: Monday, April 08, 2013 12:47 PM
To: 'Adam Simon'; Robert Spallina
Subject: RE: Simon Bernstein Irrv Trust v Heritage Union

I have been working with attorney Robert Spallina to try and amicably resolve this matter.

Who do you represent, and why are you suing us? Have you been apprised of attorney Spallina's efforts to help us resolve this matter?

From: Adam Simon [mailto:asimon21@att.net]
Sent: Monday, April 08, 2013 12:15 PM
To: Welling, Scott
Subject: Simon Bernstein Irrv Trust v Heritage Union

Mr. Welling:

Attached please find a complaint in this matter filed in the Circuit Court of Cook County. My client has attempted to reach you but has been unsuccessful. We remain hopeful that this matter can be resolved quickly. If you have any questions and need to speak with me today, please try my cell phone at 312-320-4491. Thank you.

Adam Simon

Robert Spallina

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Sent: Monday, April 15, 2013 12:01 PM
To: Robert Spallina
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Adam Simon

From: Robert Spallina <rspallina@tescherspallina.com>
To: Adam Simon <asimon21@att.net>
Cc: Ted Bernstein <tbernstein@lifeinsuranceconcepts.com>; David (Scooter) Simon <dsimon@stpcorp.com>; Donald Tescher <dtescher@tescherspallina.com>
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Cc: 'Welling, Scott'; 'Ted Bernstein'; Donald Tescher
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Robert Spallina

From: Welling, Scott [scott.welling@jackson.com]
Sent: Monday, April 08, 2013 2:01 PM
To: Robert Spallina
Subject: RE: Simon Bernstein Irrv Trust v Heritage Union

Appreciate it Bob. My assistant was actually assembling the file to send to outside counsel to file an interpleader.

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Monday, April 08, 2013 1:59 PM
To: Adam Simon
Cc: Welling, Scott; Ted Bernstein; Donald Tescher
Subject: RE: Simon Bernstein Irrv Trust v Heritage Union

Mr. Simon - we would like an explanation as well. Our client, Ted Bernstein (and the alleged successor trustee of the subject trust), never had a conversation with us that his family would be taking it upon themselves to attempt to collect the proceeds from the carrier through his brother-in-law's firm. We have represented this trust from the date of Mr. Bernstein's death. Is our client even aware that this was filed? He did not sign the pleading. Please advise.

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Adam Simon

Robert Spallina

From: Welling, Scott [scott.welling@jackson.com]
Sent: Monday, April 08, 2013 12:58 PM
To: Robert Spallina
Subject: FW: Simon Bernstein Irrv Trust v Heritage Union
Attachments: COMPLAINT AT LAW-heritage union.pdf

Hello,

Did you know anything about this?

From: Adam Simon [mailto:asimon21@att.net]
Sent: Monday, April 08, 2013 12:19 PM
To: Welling, Scott
Subject: Fw: Simon Bernstein Irrv Trust v Heritage Union

I believe the complaint may have been missing from the prior email. Here it is. Thanks.

----- Forwarded Message -----
From: Adam Simon <asimon21@att.net>
To: "scott.welling@jackson.com" <scott.welling@jackson.com>
Sent: Monday, April 8, 2013 11:14 AM
Subject: Simon Bernstein Irrv Trust v Heritage Union

Mr. Welling:

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Adam Simon

- File Doc. Action

-

- Owner is X
- The List known Bene
  is Y

- Scott.Wellenc@Jackson.com

Robert Spallina

From: Robert Spallina
Sent: Thursday, March 14, 2013 7:17 AM
To: Pam Simon
Cc: David (Scooter) Simon; Ted Bernstein
Subject: Re: Simon Bernstein

Waiting for carrier to clear up title and beneficiary designation. Did you get the email I sent everyone from the carrier last week? Scooter knows where we are in process.

Sent from my iPhone

On Mar 14, 2013, at 12:41 AM, "Pam Simon" <psimon@stpcorp.com> wrote:

> Next step? By who? Or is it whom?
>
> On Mar 13, 2013, at 7:42 PM, "Robert Spallina" <rspallina@tescherspallina.com> wrote:
>
> > Thanks.
> >
> > Sent from my iPhone
> >
> > On Mar 13, 2013, at 6:02 PM, "David \(Scooter\) Simon" <dsimon@stpcorp.com> wrote:
> >
> > > last of the docs we can dig up.
> > >
> > > **Very Truly Yours,**
> > > **David B. Simon**
> > > **The Simon Law Firm**
> > > 303 East Wacker Drive, Suite 210
> > > Chicago, IL 60601
> > >
> > > Phone: (312) 819-0730
> > > Fax: (312) 819-0773
> > > E-mail: dsimon@chicago-law.com
> > >
> > > This communication may contain privileged and/or confidential information. It is intended solely for the use of the addressee. If you are not the intended recipient, you are strictly prohibited from disclosing, copying, distributing or using any of this information. If you received this communication in error, please contact the sender immediately and destroy the material in its entirety, whether electronic or hard copy. Confidential, proprietary or time-sensitive communications should not be transmitted via the Internet, as there can be no assurance of actual or timely delivery, receipt and/or confidentiality.

From: Cheryl Sychowski
Sent: Wednesday, March 13, 2013 4:32 PM
To: David (Scooter) Simon
Subject: Simon Bernstein

<DOC (9).PDF>

Robert Spallina

From: David (Scooter) Simon [dsimon@stpcorp.com]
Sent: Friday, March 08, 2013 11:21 AM
To: Robert Spallina
Subject: LaSalle

Robert,
The policy was originally bought by a 501(c)(9) Death Benefit VEBA Trust. LaSalle was a successor Trustee and the last Trustee before the VEBA was dissolved. SB Lexington, the corporation that established the VEBA Trust was also dissolved. Simon, as sole owner of SB Lexington at the time of dissolution, became the owner of the policy and he named the Simon Bernstein Irrevocable Insurance Trust dated June 21, 1995 as beneficiary. LaSalle has also since been dissolved or merged into Bank of America.

Very Truly Yours,
David B. Simon
The Simon Law Firm
303 East Wacker Drive, Suite 210
Chicago, IL 60601

Phone: (312) 819-0730
Fax: (312) 819-0773
E-mail: dsimon@chicago-law.com

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Robert Spallina

From: Welling, Scott [scott.welling@jackson.com]
Sent: Friday, March 08, 2013 1:44 PM
To: Robert Spallina
Subject: Bernstein; Policy No. 1009208

Hi Bob,

First, let me thank you for discussing this matter with me, and for your continued cooperation in helping ensure that the $1 – million – plus proceeds of this policy are paid correctly.

As I noted during our conversation, Jackson recently acquired Reassure Life Insurance Company, and is now responsible for administering this policy. I have been working with former Reassure personnel to obtain the necessary documentation confirming the last-named owner and beneficiary of the policy. Unfortunately, due to the age of this policy, this is proving to be a difficult task.

My assistant, who is quite thorough, went through the policy file and prepared a detailed outline noting all policy activity, including owner changes and beneficiary changes. This outline revealed instances where letters were sent confirming ownership and/or beneficiary changes, for which no valid ownership change or beneficiary change directive could be found. I have sent the Reassure folks several emails pointing out these issues and I have asked them to provide all documentation substantiating the confirmation letters.

Clearly, Jackson wants to pay the proceeds of this policy to the correct beneficiary as swiftly as possible. If we need to seek the court's determination of who that beneficiary is, it is vitally important that we name in any pleading all entities which may have a claim to the proceeds. Hence the need to confirm, to the extent possible, all beneficiary designations which may (rightly or wrongly) have been recorded against the policy.

At this point, my hope is to resolve this matter by way of a Petition which (i) names all possible beneficiaries/claimants, and (ii) specifically asks for an order directing Jackson to pay a specific beneficiary. As I noted, the Petition should name Jackson as a party, so we will be bound by the Order. Assuming no hostile allegations are made against Jackson, I will not oppose the entry of the Order, but will simply await entry of the final Order, at which time payment can be made.

I will help you draft the Petition and Order.

Alternately, Jackson could simply interplead the funds and let the court decide who is entitled to the proceeds. I would like to avoid this if possible, as it would prove to be more expensive for both your clients and Jackson.

I pledge to work with you to resolve this matter as swiftly and economically as possible.

Please let me know if you need anything else.

Scott D. Welling
Associate General Counsel
Jackson National Life Insurance Company
One Corporate Way
Lansing, Michigan 48951
Phone: (517) 367-4337
Fax: (517) 706-5517

Please note: Jackson's email address has changed to @jackson.com

Robert Spallina

From: David (Scooter) Simon [dsimon@stpcorp.com]
Sent: Friday, March 08, 2013 11:21 AM
To: Robert Spallina
Subject: LaSalle

Robert,
The policy was originally bought by a 501(c)(9) Death Benefit VEBA Trust. LaSalle was a successor Trustee and the last Trustee before the VEBA was dissolved. SB Lexington, the corporation that established the VEBA Trust was also dissolved. Simon, as sole owner of SB Lexington at the time of dissolution, became the owner of the policy and he named the Simon Bernstein Irrevocable Insurance Trust dated June 21, 1995 as beneficiary. LaSalle has also since been dissolved or merged into Bank of America.

Very Truly Yours,
David B. Simon
The Simon Law Firm
303 East Wacker Drive, Suite 210
Chicago, IL 60601

Phone: (312) 819-0730
Fax: (312) 819-0773
E-mail: dsimon@chicago-law.com

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Robert Spallina

From: Robert Spallina
Sent: Wednesday, March 06, 2013 5:26 PM
To: 'Ted Bernstein'; 'Pam Simon'; lisa.friedstein@gmail.com; Jill Iantoni
Cc: Donald Tescher
Subject: Dec Action and Waivers
Attachments: Declaratory Action to Establish a Lost Trust.pdf; Jill Waiver Consent and Joinder.pdf; Lisa Waiver Consent and Joinder.pdf; Pam Waiver Consent and Joinder.pdf

All – attached is the petition we intend to file along with the waivers that each of you will need to sign. We have not heard from the attorney at Heritage but as discussed we intend to file the attached on Monday regardless. We did check with his office and he is out until tomorrow so we will reach out to him again to see if he has any comments as a courtesy prior to filing. Please sign your waivers and send us the originals in the overnight mail so I can receive them on Friday. Ted does not need to sign a waiver as he is signing the petition.

If we need to have a call on any of this I am available tomorrow afternoon or on Friday most of the day.

Thanks,

Robert L. Spallina, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
E-mail: rspallina@tescherspallina.com

If you would like to learn more about TESCHER & SPALLINA, P.A., please visit our website at www.tescherspallina.com

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Robert Spallina

From: Robert Spallina
Sent: Wednesday, March 06, 2013 5:32 PM
To: 'Scott.welling@jackson.com'
Subject: Simon Bernstein Trust - Policy #1009208
Attachments: Declaratory Action to Establish a Lost Trust.pdf

Scott – I understand you are out of the office until tomorrow. We sent this to you previously and in error addressed it to the wrong email address. We would like to file this on Monday so if you could take a few minutes to review it would be greatly appreciated. We have not attached a copy of the Order but it will obviously be in the form of the relief requested.

Thanks,

Robert L. Spallina, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
E-mail: rspallina@tescherspallina.com

If you would like to learn more about TESCHER & SPALLINA, P.A., please visit our website at www.tescherspallina.com

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IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: SIMON BERNSTEIN IRREVOCABLE INSURANCE TRUST dated JUNE 21, 1995 _____/

PROBATE DIVISION

FILE NO.:

DECLARATORY ACTION TO ESTABLISH A LOST TRUST AND APPOINT A SUCCESSOR TRUSTEE

COMES NOW TED BERNSTEIN, son of SIMON BERNSTEIN ("SIMON"), deceased, and alleges the following:

Parties, Jurisdiction and Venue

1. This is an action to establish the terms of a lost trust, including the determination of a successor trustee, pursuant to Florida Statutes 86.011, 86.041 and 736.0201(2) and (4).
2. Florida Statutes 86.736.0201 provides, in part, for the Court to intervene in the administration of a trust when invoked by an interested person relating to the validity, administration or distribution of a trust, appoint or remove a trustee and ascertain beneficiaries.
3. Petitioner, TED S. BERNSTEIN ("TED"), is of legal age and a resident of Palm Beach County, Florida, and the former Personal Representative and current trustee of the FAMILY TRUST F/B/O SIMON BERNSTEIN under the SHIRLEY BERNSTEIN REVOCABLE TRUST.
4. SHIRLEY BERNSTEIN is the predeceased spouse of SIMON, who upon information and belief was the Trustee of the SIMON BERNSTEIN IRREVOCABLE INSURANCE TRUST (the "ILIT") , an irrevocable trust established by SIMON on June 21, 1995 .
5. SIMON died on September 13, 2012 and his estate is now being probated in the Circuit Court for Palm Beach County, Florida. SIMON is survived by the following adult children:

TED S. BERNSTEIN, resident of Palm Beach County, Florida ;
PAMELA BERNSTEIN, resident of Chicago, Illinois;
ELIOT BERNSTEIN, resident of Palm Beach County, Florida;
JILL IANTONI, resident of Highland Park, Illinois; and
LISA S. FRIEDSTEIN, resident of Highland Park, Illinois (hereinafter sometimes referred to as the "Children").
All of the Children are sui juris and have either executed and filed Consents to the relief sought or have been served with this Petition.

6. Venue of this proceeding is proper in this Court pursuant to Florida Statutes 737.0204 and Chapter 47 because the ILIT's principal place of administration and Trust situs was and remained in Palm Beach County, Florida.

General Allegations

7. Attached as Exhibit "A" is a copy of the Form SS-4, Application for Employer Identification Number, reflecting the name of the ILIT and signed by SHIRLEY as the Trustee and dated June 21, 1995.

8. Diligent search for the ILIT or a copy of it has been made, including inquiry with the insurance carrier, HERITAGE UNION LIFE INSURANCE COMPANY ("HERITAGE"), search of SIMON'S and SHIRLEY's papers and documents, lawyer files and accountant files, and no original or copy has been located.

9. Upon information and belief, the Petitioner, TED, was named as the successor Trustee to SHIRLEY of the ILIT. (See Affidavit of David Simon, Esq., son-in-law of SIMON and SHIRLEY, attached hereto as Exhibit "B").

10. Upon information and belief, the beneficiaries of the ILIT were the children of SIMON and SHIRLEY, in equal shares and per stirpes. (See Affidavit of Robert L. Spallina, Esq., personal attorney to SIMON and SHIRLEY during their lifetimes, attached hereto as Exhibit "C").

11. HERITAGE has advised counsel for the Petitioner that their records reflect the owner of the life insurance policy to be SIMON and the beneficiary to be the ILIT. (See copy of communication from carrier dated _____ attached hereto as Exhibit

"D ").

12. HERITAGE will not settle and pay the death benefit under policy #1009208 until receipt of a court order identifying the successor trustee of the ILIT.

13. In order to avoid delays occasioned by the need to open new banking arrangements for the ILIT to process and distribute the insurance proceeds, TED wishes to authorize HERITAGE to disburse the death benefit proceeds to Tescher & Spallina, P.A. Trust Account at Sabadell Bank.

WHEREFORE, Petitioner respectfully requests this Court to determine that

A. TED S. BERNSTEIN is the successor trustee to SHIRLEY BERNSTEIN of the SIMON BERNSTEIN IRREVOCABLE INSURANCE TRUST dated June 21, 1995;

B. The remainder beneficiaries of the SIMON BERNSTEIN IRREVOCABLE INSURANCE TRUST dated June 21, 1995 are the five (5) children of SIMON and SHIRLEY, in equal shares, per stirpes;

C. HERITAGE UNION LIFE INSURANCE COMPANY be directed to distribute the death benefit proceeds to the Tescher & Spallina, P.A. Trust Account at Sabadell Bank.

UNDER PENALTIES OF PERJURY, I declare that I have read the foregoing, and the facts alleged are true, to the best of my knowledge and belief.

Signed on _____, 2013

_____
TED S. BERNSTEIN

_____
Donald R. Tescher, Esq.
Attorney for Petitioner
Florida Bar No. 121086
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Telephone: (561) 997-7008
Fax: (561) 997-7308

N:\WPDATA\estates\Bernstein, Simon\Life Insurance Trust\Declaratory Action to Establish a Lost Trust.wpd

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing was served via U.S. Mail to the following individuals on this _____ day of _____, 2013:

TESCHER & SPALLINA, P.A.

By:_____

Donald R. Tescher, Esq.
Attorney for Petitioner
Florida Bar No. 121086
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Telephone: (561) 997-7008

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: SIMON BERNSTEIN PROBATE DIVISION

IRREVOCABLE INSURANCE

TRUST dated JUNE 21, 1995 FILE NO.:
_____/

WAIVER, CONSENT AND JOINDER TO DECLARATORY ACTION TO ESTABLISH A LOST TRUST AND APPOINT A SUCCESSOR TRUSTEE

The undersigned, a surviving child of SIMON BERNSTEIN and SHIRLEY BERNSTEIN, acknowledge receipt of the captioned pleading, waive formal service and join in and consent to the relief requested.

Dated this __ day of March, 2013.

_____
PAMELA BERNSTEIN

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: SIMON BERNSTEIN PROBATE DIVISION

IRREVOCABLE INSURANCE

TRUST dated JUNE 21, 1995 FILE NO.:
_____/

WAIVER, CONSENT AND JOINDER TO DECLARATORY ACTION TO ESTABLISH A LOST TRUST AND APPOINT A SUCCESSOR TRUSTEE

The undersigned, a surviving child of SIMON BERNSTEIN and SHIRLEY BERNSTEIN, acknowledge receipt of the captioned pleading, waive formal service and join in and consent to the relief requested.

Dated this __ day of March, 2013.

_____
ELIOT BERNSTEIN

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: SIMON BERNSTEIN PROBATE DIVISION

IRREVOCABLE INSURANCE

TRUST dated JUNE 21, 1995 FILE NO.:
_____/

WAIVER, CONSENT AND JOINDER TO DECLARATORY ACTION TO ESTABLISH A LOST TRUST AND APPOINT A SUCCESSOR TRUSTEE

The undersigned, a surviving child of SIMON BERNSTEIN and SHIRLEY BERNSTEIN, acknowledge receipt of the captioned pleading, waive formal service and join in and consent to the relief requested.

Dated this __ day of March, 2013.

_____
JILL IANTONI

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: SIMON BERNSTEIN PROBATE DIVISION

IRREVOCABLE INSURANCE

TRUST dated JUNE 21, 1995 FILE NO.:

_____/

WAIVER, CONSENT AND JOINDER TO DECLARATORY ACTION TO ESTABLISH A LOST TRUST AND APPOINT A SUCCESSOR TRUSTEE

The undersigned, a surviving child of SIMON BERNSTEIN and SHIRLEY BERNSTEIN, acknowledge receipt of the captioned pleading, waive formal service and join in and consent to the relief requested.

Dated this __ day of March, 2013.

_____

LISA S. FRIEDSTEIN

2/25/13 Bernstein 6/21, 1995 Trust execution date

Chapter 86 F.S. ~~Illinois resident?~~ ~~trust executed there?~~

736.0108 Principal place of admin.

736.0201
736.0204(3) principal place of admin - FL.

Ins - Heritage

- 1995 Trust reflected as bene in Ins. Co does

Both were FL residents
- Sy owned policy died 9/13/12
- Sandy was Trustee died 12/8/10

Pam, Jill, Lisa - all Illinois residents
Eliot, his minor children & Ted - Fl. residents

SS-4 6/21/95 - 65-6178916

Robert Spallina

From: Eliot Bernstein [iviewit@gmail.com]
Sent: Saturday, February 09, 2013 5:40 PM
To: 'Pam Simon'; 'Ted Bernstein'
Cc: 'Lisa Sue Friedstein'; 'Jill Iantoni'; 'Jill M. Iantoni'; Robert Spallina; 'Christine P. Yates ~ Director @ Tripp Scott'; 'Irina Roach'
Subject: RE: Heritage Policy

What meeting and for what? I am not doing anything with the insurance until I receive a copy of the policy from the carrier. Who at the carrier can I contact to have the policy sent to me on Monday and what is the number? eb

From: Pam Simon [mailto:psimon@stpcorp.com]
Sent: Saturday, February 9, 2013 5:35 PM
To: Ted Bernstein
Cc: Eliot Bernstein; Lisa Sue Friedstein; Jill Iantoni; Jill M. Iantoni; Robert L. Spallina, Esq. ~ Attorney at Law @ Tescher & Spallina, P.A.; Christine P. Yates ~ Director @ Tripp Scott; Irina Roach
Subject: Re: Heritage Policy

I'm good 10 am chicago time Sunday

On Feb 9, 2013, at 10:22 AM, "Ted Bernstein" <tbernstein@lifeinsuranceconcepts.com> wrote:

> Eliot - we do have the letter from Heritage that you refer to below. They will pay with an order from the court which is based on the agreement, among us, to pay the trust. It's not only easy, we already have the letter from them.
>
> Why don't the 5 of us get on a call in the next day or two? There are a bunch of things to cover other than this policy, such as the property in the house.
>
> Time suggestions??
>
> Ted
> 561-988-8984
> tbernstein@lifeinsuranceconcepts.com
>
> On Feb 8, 2013, at 7:41 PM, "Pam Simon" <psimon@stpcorp.com> wrote:
>
> > Yad - bad news - we don't have copies of the policy - dad probably took it when he emptied his office / probably the trust too! The carrier seems to be the only one with a copy. As to the other items, we should do a call cause the premise is off.
> > Have a good weekend.
> > Pam
> >
> > On Feb 8, 2013, at 5:48 PM, "Eliot Bernstein" <iviewit@gmail.com> wrote:
> >
> > > Thanks for your response to my analysis of the Heritage matter; however, I believe your comments assume I do not understand the trust concept and its utility, and your analysis is based on the theory of estate planning using trusts and not the importance of having the actual trust document. I started by again requesting a copy of the Heritage policy. I need to review the policy's

Robert Spallina

From: Robert Spallina
Sent: Friday, February 08, 2013 8:41 PM
To: Pam Simon
Cc: Eliot Bernstein; Ted Bernstein; Lisa Sue Friedstein; Jill Iantoni; Jill M. Iantoni; Christine P. Yates ~ Director @ Tripp Scott
Subject: Re: Heritage Policy

The law does not REQUIRE a trust to pay proceeds. The terms of lost wills and trusts are routinely proved up through parole evidence. The lawyer I spoke with at Heritage told me that this happens once every ten days and the estate is rarely if ever the beneficiary of the proceeds on a lost trust instrument. I have NEVER heard of proceeds being paid to the probate court.

Your father changed himself to the owner of the policy because he wanted to have the RIGHT to change beneficiaries despite the fact that it causes inclusion of the proceeds in his estate for estate tax purposes. Very near to his death he requested beneficiary change forms but never actually changed the beneficiaries. I will give you one guess who he thought of including and it was none of his grandchildren. I counseled him not to do this and the form was never executed.

As for your father's intent, that is the most important thing and the court will always look to carry that out. The fact that he changed his dispositive documents to include only his grandchildren lends credibility to the fact that he intended that the insurance proceeds would go to his five children. He knew that the trust provided for his children some of whom he knew needed the money. Additionally we had a conference call prior to his death with all of you where he discussed his plans regarding his estate and your mother's estate with all of you. This should be of no surprise to anyone.

Bottom line is that we do not need to have the trust for the carrier to pay the proceeds. The carrier is looking for a court order to pay them to a successor trustee who will distribute them among the beneficiaries.

I do not and have never had a copy of the policy.

Lets stop making this more difficult than it is. Your father told me that the trust provided that the proceeds were going to his children. Pam saw him execute the trust with the same attorney that prepared her own trust a copy of which I have and will offer up to fill in the boilerplate provisions. We have an SS-4 signed by your mother to obtain the EIN. There is not one shred of evidence that the trust was terminated which is the only circumstance that would require payment of the proceeds to the estate.

The fact that your father requested change forms prior to death and didn't execute them speaks to the existence of the trust and that he intended that you all receive an equal share of the proceeds.

I hope that this helps to guide you and unite you in your decision.

Have a nice weekend.

Sent from my iPhone

On Feb 8, 2013, at 7:41 PM, "Pam Simon" <psimon@stpcorp.com> wrote:

Yad - bad news - we don't have copies of the policy - dad probably took it when he emptied his office / probably the trust too! The carrier seems to be the only one with a copy. As to the other items, we should do a call cause the premise is off. Have a good weekend.
Pam

On Feb 8, 2013, at 5:48 PM, "Eliot Bernstein" <iviewit@gmail.com> wrote:

> Thanks for your response to my analysis of the Heritage matter; however, I believe your comments assume I do not understand the trust concept and its utility, and your analysis is based on the theory of estate planning using trusts and not the importance of having the actual trust document. I started by again requesting a copy of the Heritage policy. I need to review the policy's provisions respecting how death benefit proceeds are dealt in situations where a beneficiary designation fails. This is a simple request. You and Pam indicated that you each have a copy of the policy. Robert said he has a copy of the policy. PLEASE send a copy to me. I assure you that nothing will transpire until I have reviewed the policy.
>
> I have been advised that in situations where a beneficiary designation fails, an insurer will in almost all situations pay the proceeds into the probate court and ask the court to determine to whom the proceeds are payable and ask for a release. The position I took in my prior email is clear; that a probate court will likely decide that the proceeds will go to the grand children through the estate and the pour over trust. This analysis troubles you because the Heritage proceeds would thus be considered an estate asset and subject to creditor claims. I understand your concerns. But unless the 1995 trust document is located, and unless the Heritage policy provides otherwise, this is how it most likely will play out.
>
> Your comments about Dad's desires and his estate planning experience are simply not relevant; however, I could understand that you may wish to make this argument to the probate court. All of the meetings, time and energy being spent trying to come up with a way to convince Heritage to pay the benefits pursuant to what Robert believes the 1995 trust said is wasted energy, unless Heritage agrees to pay the proceeds pursuant to some form of settlement and release agreement. If you want me to even consider such an arrangement, in addition to reviewing the Heritage policy, I will require a letter from Heritage specifically stating that Heritage may make the proceeds payment under such an arrangement. It should be easy to get such a letter if Heritage is willing to consider such an arrangement.
>
> Now that you know my position, I will respond to your comments respecting my analysis in my prior email. We all know that like you and Pam, Dad spent his career in the insurance business. I also spent years in the insurance business. In fact, Dad was one of the best and most innovated at it. Just look at his and your company's (LIC) web site for confirmation. As an expert, Dad understood all the benefits of designating a trust as the beneficiary under a life policy. You keep the proceeds out of the estate and probate process, and the proceeds are not subject to creditor claims. You and Pam and even I understand these concepts too. So does Mr. Spallina, as an expert estates lawyer. All of us (you, Pam, Robert and me) also know that having the actual trust document is essential to ensuring that the insurance proceeds are actually paid to the trust. The reason why insurers will not make payment pursuant to a missing trust document is that the insured had the right and ability to make changes to the trust document, including the beneficiaries thereunder until the day he died. You commented that Mr. Spallina said it is Heritage's policy not to make payments to an estate in situations where a trust is lost. Is that your experience with insurance companies? Perhaps Heritage's position is that it will pay the proceeds to the court (not the estate) and the judge determines how the proceeds are distributed. My friends in the business tell me that this is precisely

what insurance companies do, albeit through the probate court. That is also why Mr. Spallina included that clause I mentioned in Dad's will, so any such proceeds flow through to Dad's pour over trust as a backup. Most wills include such a clause even though many people employ a trust. Trusts do get lost or are revoked. Beneficiary designations fail for a variety of reasons.

Your comments regarding the many times Dad dealt with the Heritage policy in recent years interests me. In 2012 Dad did redo his estate plan with Mr. Spallina. In the last couple of years Dad and you (and perhaps Robert) dealt with reinstating the Heritage policy and considered a life payment buyout. In all those occasions, Dad could have changed the beneficiaries, but you state he did not. I understand, but fail to see the relevance, based on the above analysis. But because you are in the business and counsel your clients to use trusts, why did you not request a copy of the 1995 trust from Dad during those events? Why didn't Mr. Spallina require that Dad give him a copy during the 2012 estate planning overhaul, and insist on having a copy? Mr. Spallina told us that he and Dad met often and discussed Dad's financial affairs. Mr. Spallina knew and knows that having the actual trust document was essential, and I am find it hard to believe he did not insist on including a copy with Dad's 2012 estate planning documents. If I were Dad's estates lawyer and Dad did not provide me a requested copy, I would have copies of letters requesting the trust document, at the very least to protect myself against any claims. And why did Dad not make sure that you all had copies?

I also find it curious that no one has come forth to state the steps that were taken to locate the 1995 trust. Who took the steps, where did they look, and who did they speak with. I was not permitted to go into Dad's house after he died, so who took the contents of Dad's safe? Who looked at the contents of Dad's safe deposit box?-

You start by stating that Dad did not have 10 Grandchildren in 1995, so it was not his then desire to name them as beneficiaries. But absent the actual trust document, it is possible he named his then living grandchildren. BUT, the 1995 trust document cannot be located, so we will never know.

My fraudulent conveyance analysis is based on the above comments. A creditor would argue that the named beneficiary was the 1995 trust. It was lost. In those cases, insurers pay death benefits to the probate court. The proceeds thus become part of the estate even if the judge decides that the proceeds go through the pour over trust. You are in the insurance business Ted. I am surprised you do not know this. Thus I remain concerned that if Heritage agrees to pay the proceeds in trust pursuant to some form of settlement and release (which is your plan to avoid creditors issues) that a creditors lawyer will seek to reach those proceeds on the fraudulent conveyance theory. Obviously, you and Robert are trying awfully hard to get Heritage to do this for the very reason of avoiding creditors' claims. More facts to help a creditor's lawyer reach the proceeds.

So I would suggest my economic analysis is correct when you consider the law and not just Dad's desires. Again, the law requires an actual trust document, not the concept of a trust. It is required because the trust document can be changed and is the best and only evidence of where the proceeds should go. Unfortunately, Dad intent or desires likely are not relevant. He knew this, which again is why I am shocked that Dad did not give copies to each of you.

Eliot I. Bernstein

Robert Spallina

From: Ted Bernstein [tbernstein@lifeinsuranceconcepts.com]
Sent: Wednesday, February 06, 2013 3:49 PM
To: Eliot Bernstein (iviewit@gmail.com)
Cc: 'Pam Simon'; Jill Iantoni; Lisa Friedstein (lisa.friedstein@gmail.com); Robert Spallina
Subject: Heritage policy
Attachments: image001.jpg

Eliot,

I have pasted your analysis re the Heritage policy below. The email did not get to me, not sure why.

The problem with your analysis is that it is not factually correct and therefore, you are drawing conclusions that are incorrect.

Dad's desires concerning the policy are crystal clear. There has never been a question concerning his desire. He named his irrevocable trust as beneficiary of the policy and he never changed that. He was the owner. He could have changed it as often as he wanted. He never did, not ever.

In 1995, Dad did not have 10 grandchildren. Therefore, it was never his intent, concerning this policy, to leave it to all of his grandchildren.

He chose Robert Spallina and Don Tescher to be his estate and tax attorneys as well as his personal representatives. Robert Spallina has told us on several occasions what Dad's wishes were for this policy. Dad was well aware of this policy. He was intimately aware of who owned it and who he named as beneficiary. When he was considering a life settlement, all of this information was part of those discussions.

As Robert has stated, Heritage's policy when it comes to a lost irrevocable trust, is to not pay the proceeds to the estate. What you are saying here is not correct: *"Last, because the 1995 trust document cannot be located, the proceeds should go to the beneficiaries under [Article IV 2j] and [Article III] of Dad's will, which picks up insurance proceeds under failed beneficiary designations. Under Dad's will and trust, these amounts, like the rest of his estate goes to his grandchildren in equal parts"*

You are drawing conclusions for Heritage when you say, "nothing short of the actual 1995 trust document may be sufficient to Heritage." Why don't we let Heritage speak for Heritage, which I believe has already been done?

There is no fraudulent conveyance. These proceeds are not part of Dad's estate, they never were and Heritage has stated they do not intend to pay these proceeds to the estate of a person who clearly did not want them in his estate.

In late July of 2012, Dad executed his planning documents. He could have easily changed the beneficiary of the Heritage policy to be included in his estate. He was the owner, he could have done that with one change form. He did not. If he did not want to be bothered to do it himself, he could have asked Robert, his PR, to do it. People do this every day. Dad did not. Therefore, the proceeds remaining OUT of his estate, NOT payable to his grandchildren (who received everything else), is consistent with Dad's wishes. This policy is not in the domain of his will and trust agreement. To bring proceeds of a life insurance policy into the estate of a man who sold life insurance his entire career would go against everything Dad told every client he ever sold life insurance to during his career. It is unimaginable.

Therefore, the economic analysis is not correct. It simply is not necessary to address as it was never an option in this scenario.

This needs to be brought to resolution. Not only is it simple, it is black and white. Is your counsel involved in this matter for you? If so, has she spoken with Robert and communicated what you have said?

We are going to do what is necessary to have the proceeds paid where they were intended to be paid, as quickly as possible now. If you think I am factually incorrect about any of this, please either call me or email me and explain where I may be wrong. It goes without saying, this is not my expertise. I am processing the same information that everyone else is working with and this is how I see it.

Ted

This is my analysis on the Heritage payout thus far. First, I would like to review the insurance policy as well as the official statements respecting investment returns, use of returns to pay premiums and loans taken from the policy. I understand Ted and Pam have the policy, and do not understand why Mr. Spallina thinks it is curious that I also want to review these materials. Second, I understand the expressed concerns that if the proceeds are paid to the estate then the proceeds would be subject to the claims of creditors of the estate. It is my understanding that the "plan" is to have the proceeds payable to a trust to avoid creditor claims; however, I have also been counseled that if a trust is utilized an estate creditor can challenge the trust transaction as a fraudulent conveyance used to avoid the creditor's claim. We have been told that Dad designated his 1995 trust as his beneficiary with Heritage. We were also told that that trust cannot be located. I would also like to review an affidavit that indicates the precise steps that were taken and by whom and with whom to locate the 1995 trust, and I would imagine that Heritage will require the same. Heritage, we were told, is now saying that the proceeds may have to go to the State under the applicable escheat laws, so Mr. Spallina is telling us that if Heritage accepts a new trust with all potential beneficiaries agreeing to the mechanism, that Heritage may pay the proceeds to this new trust and not to the State. I have been told that the reason the law requires a trust document (and not simply statements from someone who claims they saw the trust) is that it demonstrates Dad's desires, and because Dad had the right to change his mind and thus the beneficiaries under the trust, nothing short of the actual 1995 trust document may be sufficient to Heritage. Last, because the 1995 trust document cannot be located, the proceeds should go to the beneficiaries under {Article IV 2j] and [Article III] of Dad's will, which picks up insurance proceeds under failed beneficiary designations. Under Dad's will and trust, these amounts, like the rest of his estate goes to his grandchildren in equal parts. Thus, to the extent it is decided to use a new trust to avoid the escheat laws, the only beneficiaries that may be acceptable to me is the grandchildren. As I stated above, I and my siblings should remain concerned that any estate creditor could challenge the transaction as a fraudulent conveyance. Also, having the 5 children as beneficiaries with each having the right to disclaim in favor of their children (i.e., Dad's grandchildren) is not acceptable for 2 reasons. First, such a scheme is not consistent with Dad's wishes under his will and trust agreement. Whatever Dad may have provided under the 1995 trust is both unknown and not relevant as stated above. The second reason is simple economics. My kids would get a 33% distribution under the proper method, but only 20% under the other scheme. Regards,

Ted Bernstein - President

. . . . . .

Life

Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, FL 33487
Tel: 561.988.8984
Toll Free: 866.395.8984
Fax: 561.988.0833
Email: Tbernstein@lifeInsuranceConcepts.com
www.LifeInsuranceConcepts.com

Robert Spallina

From: Christine Yates [cty@TrippScott.com]
Sent: Wednesday, January 09, 2013 2:28 PM
To: Robert Spallina
Subject: RE: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Insurance
Attachments: image003.jpg; image001.jpg

Thanks.

TRIPP SCOTT
110 SE Sixth Street, Suite 1500
Fort Lauderdale, FL 33301
954-525-7500

Christine T. Yates
Director

Direct: (954) 760-4916
Fax: (954) 761-8475
cty@trippscott.com

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Wednesday, January 09, 2013 2:27 PM
To: Christine Yates
Subject: RE: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Insurance

We contacted them today and still "in review"

From: Christine Yates [mailto:cty@TrippScott.com]
Sent: Wednesday, January 09, 2013 2:25 PM
To: Robert Spallina
Subject: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Insurance

Robert, any update on the insurance payments?

TRIPP SCOTT
110 SE Sixth Street, Suite 1500
Fort Lauderdale, FL 33301
954-525-7500

Christine T. Yates
Director

Direct: (954) 760-4916
Fax: (954) 761-8475

Robert Spallina

From: Christine Yates [cty@TrippScott.com]
Sent: Wednesday, January 30, 2013 6:17 AM
To: Robert Spallina
Cc: 'Eliot Ivan Bernstein'
Subject: RE: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Heritage Policy

Robert, after discussions with my client, he is not in agreement with the plan proposed below. A more formal letter will follow.

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Tuesday, January 29, 2013 11:43 AM
To: Ted Bernstein; Lisa Friedstein; Pam Simon; Jill Iantoni; Christine Yates
Cc: Kimberly Moran
Subject: RE: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Heritage Policy

I am following up on our telephone conference from last week. Ted has contacted me about circulating a draft of the settlement agreement that would be presented to the court. Again, prior to preparing an agreement, I want to make sure that you are ALL in agreement that the proceeds do not come to the estate. I can tell you that your father planned his estate intending and believing that the five children would split the proceeds equally. We would like to see his wishes carried out and not have the proceeds paid to the estate where they could be subject to creditor claims prior to being split in equal shares among the grandchildren. Please advise if you are in agreement to move forward to petition the court for an order that would split the proceeds equally among the five of you.

Robert L. Spallina, Esq.
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4855 Technology Way, Suite 720
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Telephone: 561-997-7008
Facsimile: 561-997-7308
E-mail: rspallina@tescherspallina.com

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From: Robert Spallina
Sent: Wednesday, January 23, 2013 1:14 PM
To: Ted Bernstein
Cc: Lisa Friedstein; Pam Simon; Jill Iantoni; Christine Yates; Kimberly Moran
Subject: Re: Heritage Policy

Kim will send.

Sent from my iPhone

On Jan 23, 2013, at 1:11 PM, "Ted Bernstein" <tbernstein@lifeinsuranceconcepts.com> wrote:

Is there a call-in number for this call tomorrow? Please advise.

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Tuesday, January 22, 2013 12:16 PM
To: Ted Bernstein; Lisa Friedstein; Pam Simon; Jill Iantoni; Christine Yates
Cc: Kimberly Moran
Subject: Heritage Policy

I received a letter from the company requesting a court order to make the distribution of the proceeds consistent with what we discussed. I have traded calls with their legal department to see if I can convince them otherwise. I am not optimistic given how long it has taken them to make a decision. Either way I would like to have a fifteen minute call to discuss this with all of you this week. There are really only two options: spend the money on getting a court order to have the proceeds distributed among the five of you (not guaranteed but most likely probable), or have the proceeds distributed to the estate and have the money added to the grandchildren's shares. As none of us can be sure exactly what the 1995 trust said (although an educated guess would point to children in light of the document prepared by Al Gortz in 2000), I think it is important that we discuss further prior to spending more money to pursue this option. Hopefully I will have spoken with their legal department by Thursday. I would propose a 10:30 call on Thursday EST. Please advise if this works for all of you.

Robert L. Spallina, Esq.

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Robert Spallina

From: Pam Simon [pambsimon@icloud.com]
Sent: Tuesday, January 29, 2013 8:25 PM
To: Ted Bernstein
Cc: Robert Spallina; Lisa Friedstein; Jill Iantoni; Christine Yates; Kimberly Moran
Subject: Re: Heritage Policy

i am in agreement also

On Jan 29, 2013, at 11:14 AM, Ted Bernstein <tbernstein@lifeinsuranceconcepts.com> wrote:

> I am in agreement of that plan.
>
> **From:** Robert Spallina [mailto:rspallina@tescherspallina.com]
> **Sent:** Tuesday, January 29, 2013 11:43 AM
> **To:** Ted Bernstein; Lisa Friedstein; Pam Simon; Jill Iantoni; Christine Yates
> **Cc:** Kimberly Moran
> **Subject:** RE: Heritage Policy
>
> I am following up on our telephone conference from last week. Ted has contacted me about circulating a draft of the settlement agreement that would be presented to the court. Again, prior to preparing an agreement, I want to make sure that you are ALL in agreement that the proceeds do not come to the estate. I can tell you that your father planned his estate intending and believing that the five children would split the proceeds equally. We would like to see his wishes carried out and not have the proceeds paid to the estate where they could be subject to creditor claims prior to being split in equal shares among the grandchildren. Please advise if you are in agreement to move forward to petition the court for an order that would split the proceeds equally among the five of you.
>
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From: Robert Spallina
Sent: Wednesday, January 23, 2013 1:14 PM
To: Ted Bernstein
Cc: Lisa Friedstein; Pam Simon; Jill Iantoni; Christine Yates; Kimberly Moran
Subject: Re: Heritage Policy

Kim will send.

Sent from my iPhone

On Jan 23, 2013, at 1:11 PM, "Ted Bernstein" <tbernstein@lifeinsuranceconcepts.com> wrote:

> Is there a call-in number for this call tomorrow? Please advise.
>
> **From:** Robert Spallina [mailto:rspallina@tescherspallina.com]
> **Sent:** Tuesday, January 22, 2013 12:16 PM
> **To:** Ted Bernstein; Lisa Friedstein; Pam Simon; Jill Iantoni; Christine Yates
> **Cc:** Kimberly Moran
> **Subject:** Heritage Policy
>
> I received a letter from the company requesting a court order to make the distribution of the proceeds consistent with what we discussed. I have traded calls with their legal department to see if I can convince them otherwise. I am not optimistic given how long it has taken them to make a decision. Either way I would like to have a fifteen minute call to discuss this with all of you this week. There are really only two options: spend the money on getting a court order to

have the proceeds distributed among the five of you (not guaranteed but most likely probable), or have the proceeds distributed to the estate and have the money added to the grandchildren's shares. As none of us can be sure exactly what the 1995 trust said (although an educated guess would point to children in light of the document prepared by Al Gortz in 2000), I think it is important that we discuss further prior to spending more money to pursue this option. Hopefully I will have spoken with their legal department by Thursday. I would propose a 10:30 call on Thursday EST. Please advise if this works for all of you.

Robert L. Spallina, Esq.

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Robert Spallina

From: Ted Bernstein [tbernstein@lifeinsuranceconcepts.com]
Sent: Tuesday, January 29, 2013 12:14 PM
To: Robert Spallina; Lisa Friedstein; Pam Simon; Jill Iantoni; Christine Yates
Cc: Kimberly Moran
Subject: RE: Heritage Policy

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Sent: Tuesday, January 29, 2013 11:43 AM
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Cc: Kimberly Moran
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From: Robert Spallina
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To: Ted Bernstein
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Sent from my iPhone

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> **Sent:** Tuesday, January 22, 2013 12:16 PM
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Robert Spallina

From: Jill Iantoni [jilliantoni@gmail.com]
Sent: Tuesday, January 29, 2013 3:39 PM
To: Robert Spallina
Subject: Re: Heritage Policy

Thanks

Jill Iantoni
Iantoni_jill@ne.bah.com
Recruiting Services
Booz | Allen | Hamilton

On Jan 29, 2013, at 2:03 PM, "Robert Spallina" <rspallina@tescherspallina.com> wrote:

> The claim could be open for a long time but if it is cleared up then the money would be free from creditor claims. I do not know if there is a time frame for a pay out but if the proceeds are paid to the estate then your father's intent is not carried out.

From: Jill Iantoni [mailto:jilliantoni@gmail.com]
Sent: Tuesday, January 29, 2013 12:45 PM
To: Robert Spallina
Cc: Jill Iantoni
Subject: Re: Heritage Policy

Hi Robert,

If the money stays at the insurance company until the Bill S. claim is cleared up, can we then decide if ALL five are in agreement and if not, wouldn't that money be free from creditors at that point? Is there a time fram that the money has to leave the insurance company and be paid out?

Thanks.
Jill

On Tue, Jan 29, 2013 at 10:42 AM, Robert Spallina <rspallina@tescherspallina.com> wrote:

> I am following up on our telephone conference from last week. Ted has contacted me about circulating a draft of the settlement agreement that would be presented to the court. Again, prior to preparing an agreement, I want to make sure that you are ALL in agreement that the proceeds do not come to the estate. I can tell you that your father planned his estate intending and believing that the five children would split the proceeds equally. We would like to see his wishes carried out and not have the proceeds paid to the estate where they could be subject to creditor claims prior to being split in equal shares among the grandchildren. Please advise if you are in agreement to move forward to petition the court for an order that would split the proceeds equally among the five of you.

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From: Robert Spallina

Sent: Wednesday, January 23, 2013 1:14 PM
To: Ted Bernstein
Cc: Lisa Friedstein; Pam Simon; Jill Iantoni; Christine Yates; Kimberly Moran
Subject: Re: Heritage Policy

Kim will send.

Sent from my iPhone

On Jan 23, 2013, at 1:11 PM, "Ted Bernstein" <tbernstein@lifeinsuranceconcepts.com> wrote:

> Is there a call-in number for this call tomorrow? Please advise.

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Tuesday, January 22, 2013 12:16 PM

To: Ted Bernstein; Lisa Friedstein; Pam Simon; Jill Iantoni; Christine Yates
Cc: Kimberly Moran
Subject: Heritage Policy

I received a letter from the company requesting a court order to make the distribution of the proceeds consistent with what we discussed. I have traded calls with their legal department to see if I can convince them otherwise. I am not optimistic given how long it has taken them to make a decision. Either way I would like to have a fifteen minute call to discuss this with all of you this week. There are really only two options: spend the money on getting a court order to have the proceeds distributed among the five of you (not guaranteed but most likely probable), or have the proceeds distributed to the estate and have the money added to the grandchildren's shares. As none of us can be sure exactly what the 1995 trust said (although an educated guess would point to children in light of the document prepared by Al Gortz in 2000), I think it is important that we discuss further prior to spending more money to pursue this option. Hopefully I will have spoken with their legal department by Thursday. I would propose a 10:30 call on Thursday EST. Please advise if this works for all of you.

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Robert Spallina

From: lisa.friedstein@gmail.com on behalf of lisa friedstein [lisa@friedsteins.com]
Sent: Friday, January 25, 2013 11:22 AM
To: Robert Spallina; JILL Iantoni
Subject: Re: Bernstein Estate 1/24/2013

Robert
I am not sure I am being understood...can you please call for a brief moment to discuss.. thank you.
Please call Jill at 3128042318 she then will call me.
Thank you.
Lisa

On Jan 25, 2013 8:11 AM, "Robert Spallina" <rspallina@tescherspallina.com> wrote:
I need to see Pam's life insurance trust to answer the question.

Sent from my iPhone

On Jan 25, 2013, at 8:51 AM, "lisa friedstein" <lisa@friedsteins.com> wrote:

> Robert
> What are the details/provisions of how the 10 grand kids inheritance works. For example...can the parents of the minors spend the money for any reason in any way ....who watches over this?
>
> If the court order is that the money goes to the Gran kids out of the estate can the parents of the minor kids spend the money in any way or are their provisions for how and when they use this money?
>
> Please answer as soon as you can as it will help us make our decision for Monday.
>
> Thank you
>
> Jill
>
> On Jan 24, 2013 3:22 PM, "Jill Iantoni" <jilliantoni@gmail.com> wrote:
>
> ---------- Forwarded message ----------
> From: **Robert Spallina** <rspallina@tescherspallina.com>
> Date: Thu, Jan 24, 2013 at 2:57 PM
> Subject: RE: Bernstein Estate 1/24/2013
> To: Jill Iantoni <jilliantoni@gmail.com>
>
> Lisa - You need the decision to be unanimous or moving forward is not going to be possible. If money goes to the estate it is subject to creditor claims and cannot be distributed until we close the estate after creditors are paid. Any legal fees incurred by a beneficiary are their own and not the estate's fees. Stansbury is trying to substitute the estate for your father. That hearing is next week. Hope this helps

From: Jill Iantoni [mailto:jilliantoni@gmail.com]
Sent: Thursday, January 24, 2013 3:12 PM
To: Robert Spallina
Cc: Jill Iantoni
Subject: Bernstein Estate 1/24/2013

Hi Robert,

thanks for todays call. Three questions.

One, if the 5 kids do NOT all agree that we should split the insurance proceeds amongst the 5 of us, what happens to the insurance proceeds? Can 4 out of 5 (or whatever the number is) over rule and move forward with the court hearing requesting that the insurance proceeds get paid out to the 5 children? If that is a NO, do the proceeds go directly to the estate? If the answer is the 10 grandchildren, will that be subject to creditors or would that money get paid out quickly (just as it would to the 5 of us) and avoid any potential law suit/creditors?

Two, if any of the 5 children have personal counsel representing them, are they allowed to have their bills sent to you/Estate for payment? If yes, is there a provision that the others can put in place that regulates the amount/or a provision that states it come out of their child(ren) portion of the estate?

Can you also clarify, that based on the conversation today, there is a chance that Bill S. case will be null and void and even if it is not, it is not towards Si Bernstein or his estate? Did I understand that correctly?

Thanks so much,

Jill

Robert Spallina

From: Robert Spallina
Sent: Tuesday, January 22, 2013 12:38 PM
To: 'Jill Iantoni'
Cc: Ted Bernstein; Lisa Friedstein; Pam Simon; Christine Yates; Kimberly Moran
Subject: RE: Heritage Policy

We can discuss on Thursday but yes and no

From: Jill Iantoni [mailto:jilliantoni@gmail.com]
Sent: Tuesday, January 22, 2013 12:36 PM
To: Robert Spallina
Cc: Ted Bernstein; Lisa Friedstein; Pam Simon; Christine Yates; Kimberly Moran
Subject: Re: Heritage Policy

That time works for me/Jill.

Robert, if the proceeds go to the estate/grandchildren's share, is there a chance that creditors could get this money AND would this amount of 1.7 Million put the estate over 5.1 Million, where it would be taxed?

Thanks
Jill

On Tue, Jan 22, 2013 at 11:16 AM, Robert Spallina <rspallina@tescherspallina.com> wrote:

I received a letter from the company requesting a court order to make the distribution of the proceeds consistent with what we discussed. I have traded calls with their legal department to see if I can convince them otherwise. I am not optimistic given how long it has taken them to make a decision. Either way I would like to have a fifteen minute call to discuss this with all of you this week. There are really only two options: spend the money on getting a court order to have the proceeds distributed among the five of you (not guaranteed but most likely probable), or have the proceeds distributed to the estate and have the money added to the grandchildren's shares. As none of us can be sure exactly what the 1995 trust said (although an educated guess would point to children in light of the document prepared by Al Gortz in 2000), I think it is important that we discuss further prior to spending more money to pursue this option. Hopefully I will have spoken with their legal department by Thursday. I would propose a 10:30 call on Thursday EST. Please advise if this works for all of you.

Robert L. Spallina, Esq.

TESCHER & SPALLINA, P.A.

4855 Technology Way, Suite 720

Boca Raton, Florida 33431

Telephone: 561-997-7008

Facsimile: 561-997-7308

E-mail: rspallina@tescherspallina.com

If you would like to learn more about TESCHER & SPALLINA, P.A., please visit our website at www.techerspallina.com

The information contained in this message is legally privileged and confidential information intended only for the use of the individual or entity named above. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. If you have received this communication in error, please immediately notify us by e-mail or telephone. Thank you.

Robert Spallina

From: Ted Bernstein [tbernstein@lifeinsuranceconcepts.com]
Sent: Tuesday, January 22, 2013 1:34 PM
To: Robert Spallina; Lisa Friedstein; Pam Simon; Jill Iantoni; Christine Yates
Cc: Kimberly Moran
Subject: RE: Heritage Policy

Robert,

We are in the midst of arranging a phone call between myself, Pam, Eliot, Christine Yates, Jill and Lisa. We were hoping to have that call today but Christine cannot make it until Thursday. I think it is imperative for this call to occur prior to anything else being done, including your call with their legal department. This way, we can establish whether there is going to be an agreement among the 5 of us, or not.

I completely agree with your assessment below of the options available here.

Please feel free to call me to discuss.

Ted

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Tuesday, January 22, 2013 12:16 PM
To: Ted Bernstein; Lisa Friedstein; Pam Simon; Jill Iantoni; Christine Yates
Cc: Kimberly Moran
Subject: Heritage Policy

I received a letter from the company requesting a court order to make the distribution of the proceeds consistent with what we discussed. I have traded calls with their legal department to see if I can convince them otherwise. I am not optimistic given how long it has taken them to make a decision. Either way I would like to have a fifteen minute call to discuss this with all of you this week. There are really only two options: spend the money on getting a court order to have the proceeds distributed among the five of you (not guaranteed but most likely probable), or have the proceeds distributed to the estate and have the money added to the grandchildren's shares. As none of us can be sure exactly what the 1995 trust said (although an educated guess would point to children in light of the document prepared by Al Gortz in 2000), I think it is important that we discuss further prior to spending more money to pursue this option. Hopefully I will have spoken with their legal department by Thursday. I would propose a 10:30 call on Thursday EST. Please advise if this works for all of you.

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Robert Spallina

From: Robert Spallina
Sent: Tuesday, January 22, 2013 12:16 PM
To: 'Ted Bernstein'; 'Lisa Friedstein'; 'Pam Simon'; 'Jill Iantoni'; 'Christine Yates'
Cc: Kimberly Moran
Subject: Heritage Policy

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Keassure America Life
Insurance Company

J. L. McDonald, ALHC, LTCP
Vice President

12750 Merit Drive
Suite 500
Dallas, TX 75251

Telephone (972) 776-8535
Fax (260) 435-8773

January 8, 2013

Mr. Robert Spallina
Attorney at Law
Tescher & Spallina, P.A.
Boca Village Corporate Center I
4855 Technology Way, Suite 720
Boca Raton, FL 33431

Re: Simon Bernstein, Dec's
Policy # 1009208

Dear Mr. Spallina:

This will acknowledge your letters the most recent of which is dated December 21, 2012.

In as much as the above policy provides a large death benefit in excess of $1.6 million dollars and the fact that the trust document cannot be located, we respectfully request a court order to enable us to process the claim.

Please let us know how we may assist you in this process.

Sincerely,

Jim McDonald, ALHC, LTCP
Vice President
Claims Oversight

06/21/95 10:48 ☎ 983 0486 SB LEXINGTON SI 002

6/22/95

Form **SS-4** (Rev. August 1989) Department of the Treasury Internal Revenue Service

Application for Employer Identification Number

(For use by employers and others. Please read the attached instructions before completing this form.) Please type or print clearly.

65-6178916

EIN 65-6178916

OMB No. 1545-0003 Expires 7-31-91

1 Name of applicant (True legal name) (See instructions.)
Simon Bernstein Irrevocable ~~Life~~ Insurance Trust

2 Trade name of business, if different from name in line 1

3 Executor, trustee, "care of name"
Shirley Bernstein

4a Mailing address (street address) (room, apt., or suite no.)
7020 Lions Head

5a Address of business. (See instructions.)

4b City, state, and ZIP code
Boca Raton, FL 33496

5b City, state, and ZIP code

6 County and state where principal business is located

7 Name of principal officer, grantor, or general partner (See instructions.) ▶
Grantor Soc. Sec. # 371-32-5211

8a Type of entity (Check only one box.) (See instructions.)

- ☐ Individual SSN
- ☐ REMIC
- ☐ Personal service corp.
- ☐ State/local government
- ☐ National guard
- ☐ Other nonprofit organization (specify)
- ☐ Other (specify) ▶
- ☐ Estate
- ☐ Plan administrator SSN
- ☐ Other corporation (specify)
- ☐ Federal government/military
- ☐ Church or church controlled organization
- ☒ Trust
- ☐ Partnership
- ☐ Farmers' cooperative

If nonprofit organization enter GEN (if applicable)

8b If a corporation, give name of foreign country (if applicable) or state in the U.S. where incorporated ▶ | Foreign country | State

9 Reason for applying (Check only one box)

- ☐ Started new business
- ☐ Hired employees
- ☐ Created a pension plan (specify type) ▶
- ☐ Banking purpose (specify) ▶
- ☐ Changed type of organization (specify) ▶
- ☐ Purchased going business
- ☒ Created a trust (specify) ▶ Insurance Trust
- ☐ Other (specify) ▶

10 Date business started or acquired (Mo., day, year) (See instructions.)
June 1, 1995

11 Enter closing month of accounting year. (See instructions.)
December 31

12 First date wages or annuities were paid or will be paid (Mo., day, year). Note: If applicant is a withholding agent, enter date income will first be paid to nonresident alien. (Mo., day, year) ▶

13 Enter highest number of employees expected in the next 12 months. Note: If the applicant does not expect to have any employees during the period, enter "0." ▶	Nonagricultural	Agricultural	Household

14 Does the applicant operate more than one place of business? ☐ Yes ☐ No
If "Yes," enter name of business. ▶

15 Principal activity or service (See instructions.) ▶

16 Is the principal business activity manufacturing? ☐ Yes ☐ No
If "Yes," principal product and raw material used ▶

17 To whom are most of the products or services sold? Please check the appropriate box.
☐ Public (retail) ☐ Other (specify) ▶ ☐ Business (wholesale) ☐ N/A

18a Has the applicant ever applied for an identification number for this or any other business? ☐ Yes ☒ No
Note: If "Yes," please complete lines 18b and 18c.

18b If you checked the "Yes" box in line 18a, give applicant's true name and trade name, if different than name shown on prior application.
True name ▶ Trade name ▶

18c Enter approximate date, city, and state where the application was filed and the previous employer identification number if known.

Approximate date when filed (Mo., day, year)	City and state where filed	Previous EIN

Under penalties of perjury, I declare that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.

Telephone number (include area code): 407-477-9991

Name and title (Please type or print clearly.) ▶ Shirley Bernstein, Trustee

Signature ▶ X

Date ▶ June 21, 1995

Note: Do not write below this line. For official use only.

Please leave blank ▶	Geo.	Ind.	Class	Size	Reason for applying

For Paperwork Reduction Act Notice, see attached instructions. U.S. Government Printing Office: 1989-262-151/80163 Form **SS-4** (Rev. 6-89)

Heritage Union Life Insurance Company
P.O. Box 1600, Jacksonville, IL 62651
Phone 800-825-0003 Fax 803-333-4936
Visit us at www.insurance-servicing.com

December 28, 2012

ATTORNEY ROBERT SPALLINA
BOCCA VILLAGE CORPORATE CENTER I
4855 TECHNOLOGY WAY STE 720
BOCA RATON FL 33431

Insured Name: SIMON BERNSTEIN
Policy Number: 1009208
Correspondence Number: 09821479

Dear Attorney Robert Spallina

We are currently reviewing the above-referenced policy and will advise you once we have completed our review.

If you have any questions, please call our office at 800-825-0003, Monday through Friday from 7:30 AM to 4:30 PM Central Standard Time.

Sincerely,

C Kindred
Claims Services

MEMORY TRANSMISSION REPORT

TIME : DEC-21-2012 01:13PM
TEL NUMBER : +5619977308
NAME : TESCHER & SPALLINA

FILE NUMBER : 385

DATE : DEC-21 01:11PM

TO : 18033334936

DOCUMENT PAGES : 005

START TIME : DEC-21 01:11PM

END TIME : DEC-21 01:13PM

SENT PAGES : 005

STATUS : OK

FILE NUMBER : 385 *** SUCCESSFUL TX NOTICE ***

LAW OFFICES
TESCHER & SPALLINA, P.A.

BOCA VILLAGE CORPORATE CENTER I
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FLORIDA 33431

TEL: 561-997-7008
FAX: 561-997-7308
TOLL FREE: 888-997-7008
WWW.TESCHERSPALLINA.COM

ATTORNEYS
DONALD R. TESCHER
ROBERT L. SPALLINA
LAUREN A. GALVANI

SUPPORT STAFF
DIANE DUSTIN
KIMBERLY MORAN
SUANN TESCHER

December 21, 2012

VIA FEDERAL EXPRES & FACSIMILE: 803-333-4936
Attn: Bree
Claims Department
Heritage Union Life Insurance Company
1275 Sandusky Road
Jacksonville, IL 62651

Re: Insured: Simon L. Bernstein
Contract No.: 1009208

Dear Bree:

Enclosed is a certified death certificate showing cause of death for Simon Bernstein, as per your letter dated December 7, 2012 (a copy of which is also enclosed). As discussed and pursuant to our letter dated December 6, 2012 (a copy of which is enclosed), which is being reviewed by your supervisor, we enclose wiring instructions to our trust account as personal representatives of Mr. Bernstein's estate to make distributions to Mr. Bernstein's children under a Mutual Release and Settlement Agreement that we can provide for your files.

Sabadell United f/k/a Mellon United National Bank
Boca Raton, Florida
ABA 067009646

for further credit to
0225002997 (acct. no.)
Tescher & Spallina, P.A. IOTA Trust Account

If you would prefer to write a check, please make it payable to Tescher & Spallina IOTA Trust Account. If you have any questions with regard to the foregoing, please do not hesitate to contact me.

Sincerely,

ROBERT L. SPALLINA

RLS/km

Enclosures

LAW OFFICES
TESCHER & SPALLINA, P.A.

BOCA VILLAGE CORPORATE CENTER I
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FLORIDA 33431

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Sincerely,

ROBERT L. SPALLINA

RLS/km

Enclosures

FedEx Shipment Receipt

Address Information

Ship to:	**Ship from:**
Claims Department	Kimberly Moran
Heritage Union Life Insurance Compa	TESCHER & SPALLINA
1275 Sandusky Road	4855 Technology Way Suite 720
JACKSONVILLE, IL	BOCA RATON, FL
62651	33431
US	US
800-825-0003	5619977008

Shipment Information:
Tracking no.: 794375213807
Ship date: 12/21/2012
Estimated shipping charges: 17.90

Package Information
Service type: Standard Overnight
Package type: FedEx Envelope
Number of packages: 1
Total weight: 1 LBS
Declared Value: 0.00 USD
Special Services:
Pickup/Drop-off: Use an already scheduled pickup at my location

Billing Information:
Bill transportation to: Tescher & Spallina-343
Your reference: Bernstein 11187.006
P.O. no.:
Invoice no.:
Department no.:

Thank you for shipping online with FedEx ShipManager at fedex.com.

Please Note

FedEx will not be responsible for any claim in excess of $100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of $100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is $500, e.g., jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits; Consult the applicable FedEx Service Guide for details.
The estimated shipping charge may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable FedEx Service Guide or the FedEx Rate Sheets for details on how shipping charges are calculated.

STATE OF FLORIDA

THIS DOCUMENT HAS A LI... CKGROUND ON TRUE WATERMARKED PAPER. HOLD TO LIGHT TO ... FLORIDA WATERMARK.

OFFICE of VITAL STATISTICS

CERTIFICATION OF DEATH

STATE FILE NUMBER: 2012256765

DATE ISSUED: December 20, 2012

STATE FILE DATE: September 17, 2012

DECEDENT INFORMATION

NAME: **SIMON LEON BERNSTEIN**

DATE OF DEATH: **September 13, 2012** SEX: **MALE** SSN: **371-32-5211** AGE: **076 YEARS**

DATE OF BIRTH: **December 2, 1935** BIRTHPLACE: **FLINT, MICHIGAN**

PLACE OF DEATH: **INPATIENT**

FACILITY NAME OR STREET ADDRESS: **DELRAY MEDICAL CENTER**

LOCATION OF DEATH: **DELRAY BEACH, PALM BEACH COUNTY**

SURVIVING SPOUSE, DECEDENT'S RESIDENCE AND HISTORY INFORMATION

MARITAL STATUS: **WIDOWED**

SPOUSE: **NONE**

RESIDENCE: **7020 LIONS HEAD LANE, BOCA RATON, FLORIDA 33496** COUNTY: **PALM BEACH**

OCCUPATION, INDUSTRY: **SALES, LIFE INSURANCE**

RACE: _X_White ___Black or African American ___Asian Indian ___Chinese ___Filipino ___Native Hawaiian ___Japanese ___Korean
___American Indian or Alaskan Native--Tribe: ___Vietnamese ___Other Asian:
___Guamian or Chamorro ___Samoan ___Other Pacific Isl: ___Other: ___Unknown

HISPANIC OR HAITIAN ORIGIN? **NO, NOT OF HISPANIC/HAITIAN ORIGIN**

EDUCATION: **HIGH SCHOOL GRADUATE OR GED** EVER IN U.S. ARMED FORCES? **NO**

PARENTS AND INFORMANT INFORMATION

FATHER: **THEODORE BERNSTEIN**

MOTHER: **NORA UNKNOWN**

INFORMANT: **TED STUART BERNSTEIN**

RELATIONSHIP TO DECEDENT: **SON**

INFORMANT'S ADDRESS: **880 Berkley Street, BOCA RATON, FLORIDA 33487**

PLACE OF DISPOSITION AND FUNERAL FACILITY INFORMATION

PLACE OF DISPOSITION: **THE GARDENS MEMORIAL PARK**
BOCA RATON, FLORIDA

METHOD OF DISPOSITION: **ENTOMBMENT**

FUNERAL DIRECTOR/LICENSE NUMBER: **GARRETT JACOBS, F019844**

FUNERAL FACILITY: **BOCA RATON FUNERAL HOME F040152**
19785 HAMPTON DRIVE, BOCA RATON, FLORIDA 33434

CERTIFIER INFORMATION

TYPE OF CERTIFIER: **MEDICAL EXAMINER** MEDICAL EXAMINER CASE NUMBER: **121500913**

TIME OF DEATH (24 hr): **0227**

CERTIFIER'S NAME: **MICHAEL D BELL**

CERTIFIER'S LICENSE NUMBER: **ME54359**

NAME OF ATTENDING PHYSICIAN (If other than Certifier): **NOT APPLICABLE**

CAUSE OF DEATH AND INJURY INFORMATION

PROBABLE MANNER OF DEATH: **NATURAL**

CAUSE OF DEATH - PART I - and Approximate Interval: Onset to Death:

a **MYOCARDIAL INFARCT**

b **SEVERE CORONARY ATHEROSCLEROSIS**

c

d

PART II - Other significant conditions contributing to death but not resulting in the underlying cause given in PART I:
BRONCHOPNEUMONIA, CIRRHOSIS

AUTOPSY PERFORMED? **YES** AUTOPSY FINDINGS AVAILABLE TO COMPLETE CAUSE OF DEATH? **YES**

DATE OF SURGERY: DID TOBACCO USE CONTRIBUTE TO DEATH? **NO**

REASON FOR SURGERY:

IF FEMALE, WAS SHE PREGNANT WITHIN THE PAST YEAR? **NOT APPLICABLE**

DATE OF INJURY: **NOT APPLICABLE** TIME OF INJURY (24 hr): INJURY AT WORK?

LOCATION OF INJURY:

DESCRIBE HOW INJURY OCCURRED:

PLACE OF INJURY:

IF TRANSPORTATION INJURY, Status of Decedent: Type of Vehicle:

C. Meach Jr. ,State Registrar

REQ: **2013376149**

THE ABOVE SIGNATURE CERTIFIES THAT THIS IS A TRUE AND CORRECT COPY OF THE OFFICIAL RECORD ON FILE IN THIS OFFICE.

WARNING: THIS DOCUMENT IS PRINTED OR PHOTOCOPIED ON SECURITY PAPER WITH WATERMARKS OF THE GREAT SEAL OF THE STATE OF FLORIDA. DO NOT ACCEPT WITHOUT VERIFYING THE PRESENCE OF THE WATERMARKS. THE DOCUMENT FACE CONTAINS A MULTICOLORED BACKGROUND, GOLD EMBOSSED SEAL, AND THERMOCHROMIC FL. THE BACK CONTAINS SPECIAL LINES WITH TEXT. THIS DOCUMENT WILL NOT PRODUCE A COLOR COPY.

DH FORM 1947 (11/11)

CERTIFICATION OF VITAL RECORD

FLORIDA DEPARTMENT OF HEALTH

VOID IF ALTERED OR ERASED

VOID IF ALTERED OR ERASED

LAW OFFICES
TESCHER & SPALLINA, P.A.

BOCA VILLAGE CORPORATE CENTER I
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FLORIDA 33431

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ROBERT L. SPALLINA
LAUREN A. GALVANI

SUPPORT STAFF
DIANE DUSTIN
KIMBERLY MORAN
SUANN TESCHER

December 6, 2012

VIA FACSIMILE: 803-333-4936
Attn: Bree
Claims Department
Heritage Union Life Insurance Company
1275 Sandusky Road
Jacksonville, IL 62651

Re: Insured: Simon L. Bernstein
Contract No.: 1009208

Dear Bree:

As per our earlier telephone conversation:

- We are unable to locate the Simon Bernstein Irrevocable Insurance Trust dated June 1, 1995, which we have spent much time searching for.
- Mrs. Shirley Bernstein was the initial beneficiary of the 1995 trust, but predeceased Mr. Bernstein.
- The Bernstein children are the secondary beneficiaries of the 1995 trust.
- We are submitting the Letters of Administration for the Estate of Simon Bernstein showing that we are the named Personal Representatives of the Estate.
- We would like to have the proceeds from the Heritage policy released to our firm's trust account so that we can make distributions amongst the five Bernstein children.
- If necessary, we will prepare for Heritage an Agreement and Mutual Release amongst all the children.
- We are enclosing the SS4 signed by Mr. Bernstein in 1995 to obtain the EIN number for the 1995 trust.

If you have any questions with regard to the foregoing, please do not hesitate to contact me.

Sincerely,

Robert L. Spallina/km

ROBERT L. SPALLINA

RLS/km

Enclosures

Heritage Union Life I rance Company
P.O. Box 1600, Jacksonville, IL 62651
Phone 800-825-0003 Fax 803-333-4936
Visit us at www.insurance-servicing.com

December 7, 2012

LASALLE NATIONAL TRUST N.A
C/O ROBERT SPALLINA, ATTORNEY AT LAW
4855 TECHNOLOGY WAY STE 720
BOCA RATON FL 33431

Insured Name: SIMON BERNSTEIN
Policy Number: 1009208
Correspondence Number: 09808194

Dear Trustee:

We have reviewed the material provided for consideration. This letter is to inform you that additional information is needed to continue our review.

The required items are:

- A **certified death certificate.** This should indicate cause of death, manner of death, date of birth and Social Security Number. We are not able to accept a death certificate with "pending" as the cause of death.

We will promptly review and evaluate the claim upon receipt of the required documents. If you have any questions, please call our office at 800-825-0003, Monday through Friday from 7:30 AM to 4:30 PM Central Standard Time.

Sincerely,

C Kindred
Claims Services

Enclosure(s): IL Department of Insurance Notification

The Illinois Department of Ins ce requires us to put the following notices ur letters to you.

- Part 919 of the Rules of the Illinois Department of Insurance requires that our company advise you that if you wish to take this matter up with the Illinois Department of Insurance, it maintains a Consumer Division in Chicago at 100 W. Randolph Street, Suite 15-100, Chicago, Illinois 60601 and in Springfield at 320 West Washington Street, Springfield, Illinois 62767.

Heritage Union Life I. .rance Company
P.O. Box 1600, Jacksonville, IL 62651
Phone 800-825-0003 Fax 803-333-4936
Visit us at www.insurance-servicing.com

December 7, 2012

LASALLE NATIONAL TRUST N.A
C/O ROBERT SPALLINA, ATTORNEY AT LAW
4855 TECHNOLOGY WAY STE 720
BOCA RATON FL 33431

Insured Name: SIMON BERNSTEIN
Policy Number: 1009208
Correspondence Number: 09808181

Dear Trustee:

We are currently reviewing the above-referenced policy and will advise you once we have completed our review.

If you have any questions, please call our office at 800-825-0003, Monday through Friday from 7:30 AM to 4:30 PM Central Standard Time.

Sincerely,

C Kindred
Claims Services

MEMORY TRANSMISSION REPORT

TIME : DEC-06-2012 04:35PM
TEL NUMBER : +5619977308
NAME : TESCHER & SPALLINA

FILE NUMBER : 356

DATE : DEC-06 04:27PM

TO : 18033334936

DOCUMENT PAGES : 003

START TIME : DEC-06 04:27PM

END TIME : DEC-06 04:35PM

SENT PAGES : 003

STATUS : OK

FILE NUMBER : 356 *** SUCCESSFUL TX NOTICE ***

LAW OFFICES
TESCHER & SPALLINA, P.A.

BOCA VILLAGE CORPORATE CENTER I
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FLORIDA 33431

TEL: 561-997-7008
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ATTORNEYS
DONALD R. TESCHER
ROBERT L. SPALLINA
LAUREN A. GALVANI

SUPPORT STAFF
DIANE DUSTIN
KIMBERLY MORAN
SUANN TESCHER

December 6, 2012

VIA FACSIMILE: 803-333-4936
Attn: Bree
Claims Department
Heritage Union Life Insurance Company
1275 Sandusky Road
Jacksonville, IL 62651

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- We are submitting the Letters of Administration for the Estate of Simon Bernstein showing that we are the named Personal Representatives of the Estate.
- We would like to have the proceeds from the Heritage policy released to our firm's trust account so that we can make distributions amongst the five Bernstein children.
- If necessary, we will prepare for Heritage an Agreement and Mutual Release amongst all the children.
- We are enclosing the SS4 signed by Mr. Bernstein in 1995 to obtain the EIN number for the 1995 trust.

If you have any questions with regard to the foregoing, please do not hesitate to contact me.

Sincerely,

Robert L. Spallina/km

ROBERT L. SPALLINA

RLS/km

Enclosures

LAW OFFICES
TESCHER & SPALLINA, P.A.

BOCA VILLAGE CORPORATE CENTER I
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FLORIDA 33431

TEL: 561-997-7008
FAX: 561-997-7308
TOLL FREE: 888-997-7008
WWW.TESCHERSPALLINA.COM

ATTORNEYS
DONALD R. TESCHER
ROBERT L. SPALLINA
LAUREN A. GALVANI

SUPPORT STAFF
DIANE DUSTIN
KIMBERLY MORAN
SUANN TESCHER

December 6, 2012

VIA FACSIMILE: 803-333-4936
Attn: Bree
Claims Department
Heritage Union Life Insurance Company
1275 Sandusky Road
Jacksonville, IL 62651

Re: Insured: Simon L. Bernstein
Contract No.: 1009208

Dear Bree:

As per our earlier telephone conversation:

- We are unable to locate the Simon Bernstein Irrevocable Insurance Trust dated June 1, 1995, which we have spent much time searching for.
- Mrs. Shirley Bernstein was the initial beneficiary of the 1995 trust, but predeceased Mr. Bernstein.
- The Bernstein children are the secondary beneficiaries of the 1995 trust.
- We are submitting the Letters of Administration for the Estate of Simon Bernstein showing that we are the named Personal Representatives of the Estate.
- We would like to have the proceeds from the Heritage policy released to our firm's trust account so that we can make distributions amongst the five Bernstein children.
- If necessary, we will prepare for Heritage an Agreement and Mutual Release amongst all the children.
- We are enclosing the SS4 signed by Mr. Bernstein in 1995 to obtain the EIN number for the 1995 trust.

If you have any questions with regard to the foregoing, please do not hesitate to contact me.

Sincerely,

Robert L. Spallina/km

ROBERT L. SPALLINA

RLS/km

Enclosures

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF

SIMON L. BERNSTEIN,

Deceased.

PROBATE DIVISION

File No. 502012CP004391 XXXXSB

IZ

SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CITY BRANCH-FILED
12 OCT -2 AM 9:31

LETTERS OF ADMINISTRATION

TO ALL WHOM IT MAY CONCERN

WHEREAS, Simon L. Bernstein, a resident of Palm Beach County, died on September 13, 2012, owning assets in the State of Florida, and

WHEREAS, Robert L. Spallina and Donald R. Tescher have been appointed as co-Personal Representatives of the Estate of the decedent and has performed all acts prerequisite to issuance of Letters of Administration in the estate,

NOW, THEREFORE, I, the undersigned Circuit Judge, declare Robert L. Spallina and Donald R. Tescher as duly qualified under the laws of the State of Florida to act as co-Personal Representatives of the Estate of Simon L. Bernstein, deceased, with full power to administer the estate according to law; to ask, demand, sue for, recover and receive the property of the decedent; to pay the debts of the decedent as far as the assets of the estate will permit and the law directs; and to make distribution of the estate according to law.

DONE and ORDERED in Chambers at Delray, Palm Beach County, Florida, on this 2 day of Oct, 2012.

Estate must be closed 12 months from the date of order

Circuit Judge

STATE OF FLORIDA • PALM BEACH COUNTY
I hereby certify that the foregoing is a true copy as recorded in my office and the same is in full force and effect.
THIS 2 DAY OF Oct, 2012
SHARON R. BOCK
CLERK & COMPTROLLER
BY DEPUTY CLERK

Bar Form No. P-3.0420
© Florida Lawyers Support Services, Inc.
Text Revised October 1, 1998

Heritage Union Life Insurance Company
PO Box 1147, Jacksonville, IL 62651-1147
Phone 800-825-0003 Fax 803-333-7842
Visit us at www.insurance-servicing.com

November 5, 2012

LASALLE NATIONAL TRUST N.A
C/O ROBERT SPALLINA, ATTORNEY AT LAW
4855 TECHNOLOGY WAY STE 720
BOCA RATON FL 33431

Insured Name: SIMON BERNSTEIN
Policy Number: 1009208
Correspondence Number: 09784754

Dear Trustee:

We have reviewed the material provided for consideration. This letter is to inform you that additional information is needed to continue our review.

The required items are:

- The enclosed Claimant Statement completed and **signed by the named beneficiary.** If the beneficiary has had a change in name, we require a copy of the applicable marriage license, divorce decree or similar legal documents.
- Trust Documentation – Please provide a copy of the trust agreement and any amendment(s), including the signature page(s). We will also require the Trustee Certification section of the claim form to be completed by all trustees. Please use the trust's name when completing the Claimant Information section.

Please review Page 1 of the Claimant Statement which also explains other documents that may be required. Providing the Claimant Statement is not an admission of liability on the part of the Company.

We will promptly review and evaluate the claim upon receipt of the required documents. If you have any questions, please call our office at 800-825-0003, Monday through Friday from 7:30 AM to 4:30 PM Central Standard Time.

V02091806

Sincerely,

BREE H
Claims Services

Enclosure(s): IL Department of Insurance Notification
Life Claimant Statement RAA

The Illinois Department of Insurance requires us to put the following notices on [illegible] letters to you.

- Part 919 of the Rules of the Illinois Department of Insurance requires that our company advise you that if you wish to take this matter up with the Illinois Department of Insurance, it maintains a Consumer Division in Chicago at 100 W. Randolph Street, Suite 15-100, Chicago, Illinois 60601 and in Springfield at 320 West Washington Street, Springfield, Illinois 62767.

CLAIMANT STATEMENT

Reassure America Life Insurance Company

Mailing Address
PO BOX 1207
JACKSONVILLE IL 62651

Proof of Loss Part I

INSTRUCTIONS

The following items are required for all claims:

- O An original **certified death certificate** showing the cause of death. Photocopies are not acceptable.
- O The original policy or, if unavailable, an explanation provided in Decedent Information section, space 5 of this form.
- O **This claim form completed and signed by the claimant(s).**

If the policy has been in force for less than two years during the lifetime of the Insured or if the policy has been reinstated within two years of the Insured's death, then we may perform a routine inquiry into the answers on the application for the policy or reinstatement application of the lapsed policy.

If the death occurred outside of the United States, we will require a Report of the Death of an American Citizen Abroad.

Special Instructions and additional requirements may apply.

- **If the beneficiary is the Estate of the Insured,** we will also require evidence of the court approved legal representative over the Estate. Please provide the Tax ID number of the Estate of the Insured.
- **If the beneficiary is a trust,** we will also require a copy of the trust agreement and any amendments, including the signature page(s). Please note the Trustee Certification section of the claim form will also need to be completed by all trustees. Please use the trust's name when completing the Claimant Information section of the claim form and provide the Tax ID number of the trust.
- **If the beneficiary is a minor,** we will require evidence of court appointed guardianship of the Minor's Estate.
- **If the policy is collaterally assigned,** we will require a letter from the collateral assignee stating the balance due under the collateral assignment. If the collateral assignee is a corporation, please include a copy of the corporate resolution verifying who is authorized to sign on behalf of the corporation.
- **If the primary beneficiary(ies) is (are) deceased,** we will require a death certificate for each deceased beneficiary.
- **If the policy has a split dollar agreement associated with it,** we will require a copy of said agreement.
- **If the policy is subject to a Viatical** or a **Life Settlement transaction,** and if the beneficiary is a viatical settlement provider, life settlement provider, the receiver or conservator of viatical or life settlement company, a viatical or life financing entity, trustee, agent, securities intermediary or other representative of a viatical or life settlement provider or an individual or entity which invested in this policy as a viatical or life settlement, please complete questions 19 and 30.

Other requirements may be needed depending on the individual facts of the claim. The company will advise you if other documentation is required.

CLAIMANT STATEMENT

FRAUD INFORMATION

For Residents of Alaska, Arizona, Nebraska, New Hampshire and Oregon: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

For Residents of California: For your protection California law requires the following notice to appear on this form. Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

For Residents of Colorado: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

For Residents of Florida: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

For Residents of Kentucky, Ohio and Pennsylvania: Any person who knowingly & with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime & subjects such person to criminal and civil penalties.

For Residents of Maine, Tennessee and Washington: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

For Residents of Minnesota: A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

For Residents of New Jersey: Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

For Residents of New Mexico: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

For Residents of New York: Please see the Signature section of this form.

For Residents of Puerto Rico: Any person who, knowingly and with intent to defraud, presents false information in an insurance request form, or who presents, helps or has presented a fraudulent claim for the payment of a loss or other benefit, or presents more than one claim for the same damage or loss, will incur a felony, and upon conviction will be penalized for each violation with a fine no less than five thousand (5,000) dollars nor more than ten thousand (10,000) dollars, or imprisonment for a fixed term of three (3) years, or both penalties. If aggravated circumstances prevail, the fixed established imprisonment may be increased to a maximum of five (5) years; if attenuating circumstances prevail, it may be reduced to a minimum of two (2) years.

For Residents of All Other States: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

CLAIMANT STATEMENT

DECEDENT INFORMATION			
1. Name of Deceased (Last, First Middle)			2. Last 4 digits of Deceased's Social Security No:
3. If the Deceased was known by any other names, such as maiden name, hyphenated name, nickname, derivative form of first and/or middle name or an alias, please provide them below.			
4. Policy Number(s)		5. If policy is lost or not available, please explain:	
6. Deceased's Date of Death	7. Cause of Death	8. ☐ Natural ☐ Accidental ☐ Suicide ☐ Homicide ☐ Pending	

CLAIMANT INFORMATION			
9. Claimant Name (Last, First, Middle). If trust, please list trust name and complete Trustee Certification section.			
10. Street Address	11. City	12. State and Zip	13. Daytime Phone Number
14. Date of Birth	15. Social Security or Tax ID Number	16. Relationship to Deceased	
17. I am filing this claim as:	☐ an individual who is named as a beneficiary under the policy ☐ a Trustee of a Trust which is named as a beneficiary under the policy ☐ an Executor of Estate which is named as a beneficiary under the policy ☐ Other		
18. Are you a U.S. Citizen? ☐ Yes ☐ No If "No" please list country of citizenship			
19. **Policies subject to Viatical / Life Settlement transactions** - Are you a viatical settlement provider, life settlement provider, the receiver or conservator of viatical or life settlement company, a viatical or life financing entity, trustee, agent, securities intermediary or other representative of a viatical or life settlement provider, or an individual or entity which invested in this policy as a viatical or life settlement?			☐ Yes ☐ No

CLAIMANT INFORMATION (to be completed by 2nd claimant, if any)			
20. Claimant Name (Last, First, Middle). If trust, please list trust name and complete Trustee Certification section.			
21. Street Address	22. City	23. State and Zip	24. Daytime Phone Number
25. Date of Birth	26. Social Security or Tax ID Number	27. Relationship to Deceased	
28. I am filing this claim as:	☐ an individual who is named as a beneficiary under the policy ☐ a Trustee of a Trust which is named as a beneficiary under the policy ☐ an Executor of Estate which is named as a beneficiary under the policy ☐ Other		
29. Are you a U.S. Citizen? ☐ Yes ☐ No If "No" please list country of citizenship			
30. **Policies subject to Viatical / Life Settlement transactions** - Are you a viatical settlement provider, life settlement provider, the receiver or conservator of viatical or life settlement company, a viatical or life financing entity, trustee, agent, securities intermediary or other representative of a viatical or life settlement provider, or an individual or entity which invested in this policy as a viatical or life settlement?			☐ Yes ☐ No

YOUR SIGNATURE IS REQUIRED ON PAGE 6.

CLAIMANT STATEMENT

SETTLEMENT OPTIONS

The policy may contain one or more settlement options, such as Interest Payments, Installments for a Specified Amount, Life Annuity, Life Annuity with Period Certain, and/or Joint Life and Survivorship Annuity. You may choose to receive a lump sum payment or another settlement option available in the policy under which a claim is made. For more information, refer to the optional methods of policy settlement provision in the policy or contact us at the mailing address noted on the front of the claim form.

If you wish to select a settlement option, please indicate your settlement selection by name (not by number) on the line below after you have carefully reviewed the options available in the policy. Availability of settlement options are subject to the terms of the policy.

_____

Name of Settlement Option from Policy

If you DO NOT indicate a settlement option on the line above, a lump sum payment will be made as follows:

- **Total amount payable of less than $10,000 (from one or more policies) will be paid directly to the beneficiary(ies) by check.**
- **Total amount payable of $10,000 or more may be placed in a KeepSafe Account in the beneficiary's name, giving you complete control and immediate access to all of your funds. See below for more information and State availability.**
- **Claims payable to a corporation, partnership, multiple trustees or estate will be paid by check.**

CLAIMANT STATEMENT

KEEPSAFE ACCOUNT

The **KeepSafe Account** ("Account") is an interest bearing draft account set up in your name that provides immediate access to your funds. The draft account is like a checking account. The Account is designed to let your insurance benefit earn interest immediately and give you time to make the financial decisions that are best for you. The Northern Trust Bank administers the Account on Reassure America Life Insurance Company's ("Reassure") behalf and the funds supporting the Account are held within Reassure's general account.

- **Set-Up** - An information kit, draftbook (like a checkbook) and Supplemental Contract will be mailed to you. Payment of the total proceeds will be accomplished by delivery of the draftbook. Once the Account is established, no other settlement options are available.
- **Withdraws and Deposits** - You may withdraw funds at any time by writing a draft (like writing a check) for any amount from $250 up to the entire amount, including interest, for any purpose you wish. Deposits cannot be made by you into the Account.
- **Fees** - There are no monthly services charges or draft fees and no penalties for withdrawal. You will be charged a fee of $10 per draft for insufficient funds, $15 for each stop payment order, and $50 for a wire transfer request.
- **Minimum Balance** - The Account will be closed automatically if the balance drops below $1,000. The balance in the account will be sent to you by a check at the end of the month in which it is closed.
- **Statements** - Each month you will receive a statement showing current account balance, withdrawals, interest credited, and any other account activity.
- **Interest Rates** – Your Account starts earning interest the day it is established. Interest is compounded daily and credited to the Account at the end of the month and is available for withdrawal on the day after it has been credited. Accounts will earn a minimum guaranteed interest rate of 0.5%. However, no interest will be credited to an Account with a balance below $2,500 or if an Account becomes dormant and is subject to unclaimed property laws. Your interest rate is determined monthly by Reassure using the 1-month national average CD rate as published by the Wall Street Journal in the BankRate.com section the last Wednesday of each month. The current crediting rate is 0.5%.
- **Taxation** - Interest earned on the Account may be taxable. It is recommended you consult a tax advisor.
- **Account safety** – Your money in the Account is backed by the assets of Reassure. This Account is not guaranteed by the FDIC. However, your funds are guaranteed by State Guaranty Associations, subject to certain limitations. To learn more, contact the National Organization of Life & Health Insurance Guaranty Associations at 703-481-5206 or www.nolhga.com.
- **Inactive dormant accounts** – Lack of customer-generated activity on the Account for more than a specified period of time may force the Account to be considered abandoned and subject to be reported as unclaimed property to your state. Customer-generated activity is automatically accomplished when you write a draft or update information on the Account such as your address or beneficiary.
- **Questions** - For further information about the Account, please call 1-800-678-6227 Monday through Friday, 7:30 A.M. – 4:30 P.M. CST.

The KeepSafe Account is not available if you are a resident of or the policy was issued in Alaska, Arkansas, Connecticut, Florida, Indiana, Kansas, Kentucky, Louisiana, Maryland, New Hampshire, New Jersey, North Carolina, and Rhode Island.

Important Information About the USA PATRIOT Act

To help fight the funding of terrorism and money-laundering activities, the U.S. government has passed the USA PATRIOT Act, which requires banks, including our processing agent bank, to obtain, verify and record information that identifies persons who engage in certain transactions with or through a bank. This means that we will need to verify the name, residential or street address (no P.O. Boxes), date of birth and social security number or other tax identification number of all account owners.

YOUR SIGNATURE IS REQUIRED ON THE NEXT PAGE.

CLAIMANT STATEMENT

SUBSTITUTE FOR IRS FORM W-9

This information is being collected on this form versus IRS form W-9 and will be used for supplying information to the Internal Revenue Service (IRS). Under penalty of perjury, I certify that 1) the tax ID number above is correct (or I am waiting for a number to be issued to me), 2) I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3) I am a U.S. person (including a U.S. resident alien). Please cross through item 2 if you have been notified by the IRS that you are subject to backup withholding because you have failed to report all interest and dividends on your tax return.

SIGNATURES

I/We do hereby make claim to said insurance, declare that the answers recorded above are complete and true, and agree that the furnishing of this and any supplemental forms do not constitute an admission by the Company that there was any insurance in force on the life in question, nor a waiver of its rights or defenses.

For Residents of New York: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

For Residents of All Other States: See the Fraud Information section of this claim form.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Signature of Claimant and Title	Date
Signature of Second Claimant, if any, and Title	Date

CLAIMANT STATEMENT

TRUSTEE CERTIFICATION

TRUSTEE CERTIFICATION (to be completed only if trust is claiming proceeds)

COMPLETE THIS SECTION ONLY IF A TRUST IS CLAIMING BENEFITS.
Please include a copy of the trust agreement, including the signature page(s) and any amendments.

I/We, the undersigned trustee(s), represent and warrant that the copy of the trust agreement, which we will provide you pursuant to this certification, is a true and exact copy of said agreement, that said agreement is in full force and effect, and that we have the authority to make this certification.

Generation Skipping Transfer Tax Information - THIS MUST BE COMPLETED FOR PAYMENT

I/We the undersigned, on oath, deposes and states as follows with respect to the possible application of the Generation Skipping Transfer (GST) tax to the death benefit payment (Mark the appropriate item):

____1. The GST tax does not apply because the death benefit is not included in the decedent's estate for federal estate tax purposes.

____2. The GST tax does not apply because the GST tax exemption will offset the GST tax.

____3. The GST tax does not apply because at least one of the trust beneficiaries is not a "skipped" person.

____4. The GST tax does not apply because of the reasons set forth in the attached document (Please attach document setting forth the reasons why you believe the GST tax does not apply.)

____5. The GST tax may apply. As a result, the death benefit payment IS subject to withholding of the applicable GST tax. Enclosed is the completed Schedule R-1 (Form 706) for submission to the Internal Revenue Service.

Name of Trust	Date of Trust Agreement
Date of all Amendments	Trust Tax ID Number

Printed Name of Trustee(s)	Signature(s)
a	
b	
c	
d	

Heritage Union Life I' rance Company
P.O. Box 1600, Jacksonville, IL 62651
Phone 800-825-0003 Fax 803-333-4936
Visit us at www.insurance-servicing.com

October 9, 2012

LASALLE NATIONAL TRUST N.A TRUSTEE
C/O ROBERT SPALLINA, ATTORNEY AT LAW
4855 TECHNOLOGY WAY STE 720
BOCA RATON FL 33431

Insured Name: SIMON BERNSTEIN
Policy Number: 1009208
Correspondence Number: 09765315

Dear Trustee:

We are writing in response to your notification of the death of Simon Bernstein. Our sincere condolences go to the family for their loss.

In order to proceed with our review of the claim, we require the following items to be submitted:

- The enclosed Claimants Statement completed and **signed by the named beneficiary.** If the beneficiary has had a change in name, we require a copy of the applicable marriage license, divorce decree or similar legal documents.
- A **certified death certificate.** This should indicate cause of death, manner of death, date of birth and Social Security Number.
- Return the original policy – If the original policy cannot be located, please note on the Claimant Statement (Page 3, Item 4).
- Trust Documentation – Please provide a copy of the trust agreement and any amendment(s), including the signature page(s). We will also require the Trustee Certification section of the claim form to be completed by all trustees. Please use the trust's name when completing the Claimant Information section.
- Letter of representation or written authorization signed by the beneficiary authorizing information to be released on the above referenced policy.

Please review Page 1 of the Claimant Statement which also explains other documents that may be required. Providing the Claimant Statement is not an admission of liability on the part of the Company.

We will promptly review and evaluate the claim upon receipt of the required documents. A valid claim will include interest due and payable from the date of death at a rate of 10% if we do not pay the claim within 31 days from the latest of 1) the date that we receive proof of death, 2) the date we receive sufficient information to determine our liability and the appropriate beneficiary(ies) entitled to the proceeds; or 3) the date that any legal impediments are resolved.

If you have any questions, please call our office at 800-825-0003, Monday through Friday from 7:30 AM to 4:30 PM Central Standard Time.

Sincerely,

Diane Henderson
Claims Manager

Enclosure(s): Life Claimant Statement No RAA

LAIMANT STATEMENT

Heritage Union Life Insurance Company

Mailing Address
P.O. Box 1600
Jacksonville, IL 62651-1600

Proof of Loss

Part I

INSTRUCTIONS

The following items are required for all claims:

- O An original **certified death certificate** showing the cause of death. Photocopies are not acceptable.
- O The original policy or, if unavailable, an explanation provided in Decedent Information section, space 5 of this form.
- O **This claim form completed and signed by the claimant(s).**

If the policy has been in force for less than two years during the lifetime of the Insured or if the policy has been reinstated within two years of the Insured's death, then we may perform a routine inquiry into the answers on the application for the policy or reinstatement application of the lapsed policy.

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Special Instructions and additional requirements may apply.

- **If the beneficiary is the Estate of the Insured**, we will also require evidence of the court approved legal representative over the Estate. Please provide the Tax ID number of the Estate of the Insured.
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- **If the policy is subject to a Viatical or a Life Settlement transaction**, and if the beneficiary is a viatical settlement provider, life settlement provider, the receiver or conservator of viatical or life settlement company, a viatical or life financing entity, trustee, agent, securities intermediary or other representative of a viatical or life settlement provider or an individual or entity which invested in this policy as a viatical or life settlement, please complete questions 19 and 30.

Other requirements may be needed depending on the individual facts of the claim. The company will advise you if other documentation is required.

CLAIMANT STATEMENT

FRAUD INFORMATION

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For Residents of Kentucky, Ohio and Pennsylvania: Any person who knowingly & with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime & subjects such person to criminal and civil penalties.

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For Residents of New York: Please see the Signature section of this form.

For Residents of Puerto Rico: Any person who, knowingly and with intent to defraud, presents false information in an insurance request form, or who presents, helps or has presented a fraudulent claim for the payment of a loss or other benefit, or presents more than one claim for the same damage or loss, will incur a felony, and upon conviction will be penalized for each violation with a fine no less than five thousand (5,000) dollars nor more than ten thousand (10,000) dollars, or imprisonment for a fixed term of three (3) years, or both penalties. If aggravated circumstances prevail, the fixed established imprisonment may be increased to a maximum of five (5) years; if attenuating circumstances prevail, it may be reduced to a minimum of two (2) years.

For Residents of All Other States: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

[redacted]

Bernstein, Estate of Simon
Elliot Benrstein Litigation - correspondence
11187.006

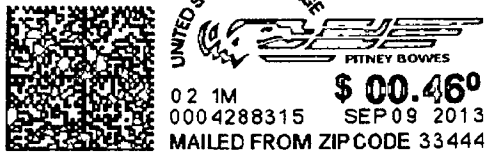
Judge David E. French
South County Courthouse
200 West Atlantic Ave.
Delray Beach, FL 33444

Donald Tescher, Esq.
Tescher & Spallina, P.A.
Boca Village Corporate Center I
4855 Technology Way, Suite 720
Boca Raton, FL 33431

33431$3351 C035

TS006648

Judge David E. French
South County Courthouse
200 West Atlantic Ave.
Delray Beach, FL 33444



Robert L. Spallina, Esq.
Tescher & Spallina, P.A.
Boca Village Corporate Center I
4855 Technology Way, Suite 720
Boca Raton, FL 33431

33431$3351 C035

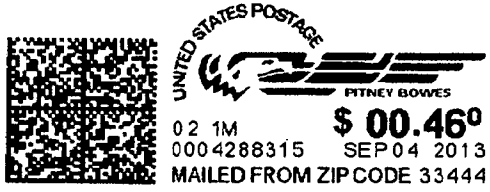
TS006649

Eliot Bernstein
2753 NW 34th St
Boca Raton, FL 33434-3459

Robert Spalling
Tescher + Spallina P.A.
4855 Technology Way
Suite 720
Boca Raton, FL 33431

33431@3351

Martin H. Colin
Circuit Court Judge
200 West Atlantic Avenue
Delray Beach, Fl. 33444



Robert L. Spallina, Esquire
Boca Village Corporate Center 1
4855 Technology Way, Suite 720
Boca Raton, Fl. 33431

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TS006651

Bernstein Eliot
2753 NW 34th St.
Boca Raton, FL 33434-3459

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ROBERT SPALLINA, DON TESCHER
AND TESCHER & SPALLINA P.A.
4855 TECHNOLOGY WAY
STE 720
BOCA RATON, FL 33431

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Ste. 720
Boca Raton, FL 33431

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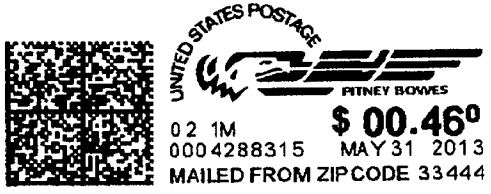
Circuit Court Judge
200 West Atlantic Avenue
Delray Beach, Fl. 33444



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Boca Village Corporate Center 1, Suite 720
4855 Technology Way
Boca Raton, Fl. 33431

2753 NW 34th St.
Boca Raton, FL 33434-3459

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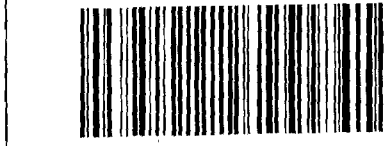
PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL™



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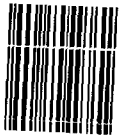

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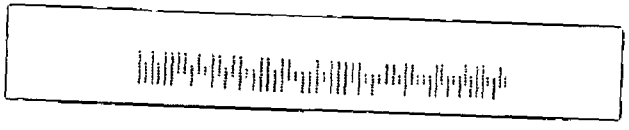
AND TESCHER SPALLINA P.A.
4855 TECHNOLOGY WAY
SUITE 720
BOCA RATON, FL 33431



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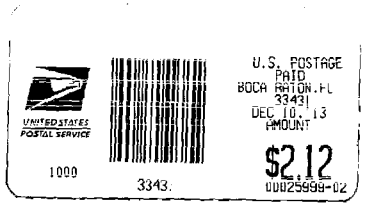
ernstein
W 34th St
Raton, FL 33434-3459



Robert Spallina, Donald Tescher
and Tescher & Spallina P.A.
4855 Technology Way
Suite 720
Boca Raton, FL 33431

TS0006556

Robert Spallina

From: Robert Spallina
Sent: Wednesday, September 19, 2012 8:03 AM
To: Eliot Ivan Bernstein
Cc: Ted Bernstein
Subject: Re: Si's Iviewit Stock and Patent Interests

Eliot - I left you a message yesterday. Ted is supposed to arrange a time for us to meet. Please reach out to him. My understanding is that your sisters have all gone back to Chicago. With regard to the below interests your father never mentioned them once as an asset of his estate. I will circle back with Jerry Lewin on this.

Sent from my iPhone

On Sep 19, 2012, at 7:54 AM, "Eliot Ivan Bernstein" <iviewit@iviewit.tv> wrote:

> Robert – Any news on a meeting time and any comment on the other issues below including the Iviewit stocks and patent interests? My sister felt there was a meeting already arranged but did not know the time. Let me know.
>
> ---
>
> Robert ~ just wanted to check if my father had listed as an asset in his estate his shares in the Iviewit companies and his patent interests. My father was the original seed investor before Huizenga and started the Iviewit companies with me formed around my inventions and Intellectual Properties. It is well documented in bank and other documents his interests, which companies were all initially 30% owned by Si and 70% by me. After multiple other investors of course we were diluted down and I am working that out pending state, federal and international investigations as some of the original shareholders may be excluded for their crimes and thus the number may fluctuate from its last pricing during a Wachovia Private Placement. I spoke to my father and it was his wishes that the stock be part of his estate for his kids and grandchildren in whatever way he chose to distribute his other assets. I would like to make sure that his wishes are fulfilled and so please advise as to how to incorporate the asset if it was not initially listed. Currently the assets are worth nothing, the patents are suspended pending federal investigations due to the extenuating circumstances surrounding the patents but at some near future time they may have considerable asset value. The patents are also at the center of an ongoing RICO action in the Federal Courts and considerable monies may be recovered via those efforts as well, of which of course, Si's interests must be also be considered in his estate.
>
> Also, please reply with a time and day that we are meeting and if you could please send any documents to the attorneys and others I mentioned in my prior email correspondences copied below prior to the meeting time this would be of great service.
>
> Thank you ~ Eliot
>
> ---
>
> **From:** Eliot Ivan Bernstein [mailto:iviewit@iviewit.tv]
> **Sent:** Thursday, May 17, 2012 8:17 AM
> **To:** Robert L. Spallina, Esq. ~ Attorney at Law @ Tescher & Spallina, P.A. (atrspallina@tescherspallina.com)
> **Cc:** 'Simon Bernstein'; 'Caroline Prochotska Rogers, Esquire (caroline@cprogers.com)'; Michele M. Mulrooney ~ Partner @ Venable LLP (mmulrooney@Venable.com); 'Andy Dietz'; 'Donna Dietz'
> **Subject:** Estate of Shirley Bernstein
>
> **PRIVATE & CONFIDENTIAL**

Robert Spallina

From: Robert Spallina
Sent: Wednesday, September 19, 2012 10:32 AM
To: 'Eliot Ivan Bernstein'
Cc: 'Ted Bernstein'; Donald Tescher
Subject: RE: Si's Iviewit Stock and Patent Interests

Eliot – my understanding is that you will be here at 3. Please confirm as I would like to sit and speak with you as you are in town. Additionally, I intend on sending out call in information for a 3:30 call with your sisters.

With regard to your document request, we are not sending out any documents at this time. Don and I are the named fiduciaries under your father's documents and will provide the relevant documents when we have all the facts and information. Having said that, and consistent with our telephone conference with your siblings earlier this year and my discussion with you last week, your father directed that the assets of his estate and the remainder of your mother's estate pass to the grandchildren in equal shares, so there should be no surprises to anyone.

Please advise your availability at 3:00.

Thank you

Robert L. Spallina, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
E-mail: rspallina@tescherspallina.com

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From: Eliot Ivan Bernstein [mailto:iviewit@iviewit.tv]
Sent: Wednesday, September 19, 2012 9:52 AM
To: Robert Spallina
Cc: Caroline Prochotska Rogers, Esquire; Michele M. Mulrooney ~ Partner @ Venable LLP; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber, Esquire @ Flaster Greenberg P.C.; Andrew Dietz @ Rock-It Cargo USA, Inc.
Subject: RE: Si's Iviewit Stock and Patent Interests

Robert, spoke with Ted he said either 3pm at your office or we could call in. Are there call in numbers if I cannot make in person to your offices? Also, can you send over any documents to me and my listed trustees that we can review prior? I would like if possible any trust docs for both my father and mother that are relevant and any other documents you feel that we should possess, as you know I have never seen any of the documents to this point. Let me know what Jerry Lewin says in regards to the Iviewit stocks and patent interests. Thanks, Eliot

Robert Spallina

From: Ted Bernstein [tbernstein@lifeinsuranceconcepts.com]
Sent: Tuesday, September 10, 2013 11:57 AM
To: Robert Spallina
Subject: FW: Dad Info re Autopsy and Boca PD Murder investigation

From: Ted Bernstein
Sent: Friday, November 30, 2012 5:46 PM
To: 'Eliot Ivan Bernstein'
Subject: RE: Dad Info re Autopsy and Boca PD Murder investigation

Eliot,

I don't know much about this, have been pretty much leaving this to the others.

Also, would you like to have lunch with me and Robert Spallina one day? On the things I am working on, I can catch you up and he may be able to do same with the things in his domain. Let me know if you would and I will call him to see when he would be available.

Other than that, hope all is well and maybe we'll schedule meeting at the house around that meeting. If not, we can meet over there one day next week or the week after.

Take care...

From: Eliot Ivan Bernstein [mailto:iviewit@iviewit.tv]
Sent: Thursday, November 29, 2012 10:35 PM
To: Ted Bernstein; Ted Bernstein; Pamela Beth Simon; Lisa S. Friedstein; Lisa Friedstein; Jill M. Iantoni; Jill M. Iantoni; Pamela Beth Simon; candyb@rockitcargo.com
Subject: Dad Info re Autopsy and Boca PD Murder investigation

Hello all,

Do we have information regarding the autopsy and police investigation into the possibilities that dad was murdered or exact cause of death? Please send me all information regarding the ongoing PD and Coroner cases, including case numbers, points of contact, pd reports and statements, including those taken from the day after he died, any conclusive reports or letters and any other information we have regarding these matters. Do we have complete hospital records and doctors' records and is anyone working on those as part of these investigations? I know some stuff has been learned since we spoke to Boca PD the day after, has anyone transmitted that information to the PD or coroner? Thanks and hope everyone had a great holiday! eb

Robert Spallina

From: Robert Spallina
Sent: Friday, December 14, 2012 3:41 PM
To: 'Eliot Ivan Bernstein'
Subject: RE: Electrician

Eliot - If you are represented have your attorney contact me as I have reached out to Christine Yates a half a dozen times and she has not returned a call nor an email (thee messages with her asst, one email and two hang-ups when nobody answered the phone at the firm just now). If not, pick up the phone and call me.

Robert L. Spallina, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
E-mail: rspallina@tescherspallina.com

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From: Craig, Janet [mailto:Janet.Craig@opco.com]
Sent: Friday, December 14, 2012 3:31 PM
To: 'Eliot Ivan Bernstein'
Cc: 'Caroline Prochotska Rogers, Esquire'; 'Michele M. Mulrooney ~ Partner @ Venable LLP'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'Marc R. Garber Esq.'; 'Garber, Marc'; 'Andrew Dietz @ Rock-It Cargo USA, Inc.'; Robert Spallina; 'rachel3584@gmail.com'
Subject: RE: Electrician

Eliot,

I believe that you and I are saying the same thing. The trusts will be paying the boys' expenses and any household bills. If I receive bills that do not fall into those categories, I will contact you to discuss the matter. At this point, this process is new to all of us and I'm certain there will be bugs to be worked out. As long as we are all patient, I'm certain things will work out to everyone's satisfaction.

As to your second email, I did not receive a "Spallina doc pdf". Would you please re-send it?

Janet Craig, CTFA
Senior Vice President & Compliance Officer
Oppenheimer Trust Company
18 Columbia Turnpike
Florham Park, NJ 07932
Tel: 973-245-4635
Fax: 973-245-4699
Email: Janet.Craig@opco.com

From: Eliot Ivan Bernstein [mailto:iviewit@iviewit.tv]
Sent: Friday, December 14, 2012 2:45 PM
To: Craig, Janet
Cc: 'Caroline Prochotska Rogers, Esquire'; Michele M. Mulrooney ~ Partner @ Venable LLP; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; Marc R. Garber Esq.; 'Garber, Marc'; Andrew Dietz @ Rock-It Cargo USA, Inc.
Subject: RE: Electrician

Janet, Robert Spallina has told us that all expenses for the kids monthly should be submitted and would be paid by the Oppenheimer trust, including all the bills that were forwarded to him by Rachel and I believe were being sent directly to Oppenheimer. These requests came from Robert for all such bills and he claimed that he would transferring funds as Executor to the Oppenheimer accounts to cover these expenses until the estate was settled for them. Are you stating that this is somehow changing and if so were these directions and changes at the bequest of Robert or yourself acting for Oppenheimer? Eliot

Eliot I. Bernstein
Inventor
Iviewit Holdings, Inc. – DL
Iviewit Holdings, Inc. – DL (yes, two identically named)
Iviewit Holdings, Inc. – FL
Iviewit Technologies, Inc. – DL
Uviewit Holdings, Inc. - DL
Uview.com, Inc. – DL
Iviewit.com, Inc. – FL
Iviewit.com, Inc. – DL
I.C., Inc. – FL
Iviewit.com LLC – DL
Iviewit LLC – DL
Iviewit Corporation – FL
Iviewit, Inc. – FL
Iviewit, Inc. – DL
Iviewit Corporation
2753 N.W. 34th St.
Boca Raton, Florida 33434-3459
(561) 245.8588 (o)
(561) 886.7628 (c)
(561) 245-8644 (f)
iviewit@iviewit.tv
http://www.iviewit.tv
http://iviewit.tv/inventor/index.htm
http://iviewit.tv/wordpress
http://www.facebook.com/#!/iviewit
http://www.myspace.com/iviewit
http://iviewit.tv/wordpresseliot

Robert Spallina

From: Ted Bernstein [tbernstein@lifeinsuranceconcepts.com]
Sent: Tuesday, September 10, 2013 12:00 PM
To: Robert Spallina
Subject: FW: Heritage Policy

From: Ted Bernstein
Sent: Saturday, February 09, 2013 11:22 AM
To: Pam Simon
Cc: Eliot Bernstein; Lisa Sue Friedstein; Jill Iantoni; Jill M. Iantoni; Robert L. Spallina, Esq. ~ Attorney at Law @ Tescher & Spallina, P.A.; Christine P. Yates ~ Director @ Tripp Scott; Irina Roach
Subject: Re: Heritage Policy

Eliot - we do have the letter from Heritage that you refer to below. They will pay with an order from the court which is based on the agreement, among us, to pay the trust. It's not only easy, we already have the letter from them.

Why don't the 5 of us get on a call in the next day or two? There are a bunch of things to cover other than this policy, such as the property in the house.

Time suggestions??

Ted
561-988-8984
tbernstein@lifeinsuranceconcepts.com

Robert Spallina

From: Christine Yates [cty@TrippScott.com]
Sent: Wednesday, February 06, 2013 6:02 AM
To: Robert Spallina
Subject: RE: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Your client

Robert, this is to confirm our call yesterday wherein I indicated to you that I do not represent Eliot Bernstein as my representation is limited to his three children. Therefore, please communicate directly with him on all his personal issues.

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Monday, February 04, 2013 11:34 AM
To: Christine Yates
Subject: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Your client

Christine - Your client needs to get control over his paranoia. Everything he does costs the estate more money and accomplishes nothing. My partner and I had a candid conversation with you about your client and his idiosyncrasies at the time you were engaged. He has turned this entire matter into a circus. Providing counsel to him means walking him off the ledge at certain times. This is one of those times. Please counsel him to go along with the planning that his father intended. Both Si and Shirley Bernstein are rolling around in their graves at this point.

Thank you

Robert L. Spallina, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
E-mail: rspallina@tescherspallina.com

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Robert Spallina

From: Eliot Ivan Bernstein [iviewit@iviewit.tv]
Sent: Wednesday, February 13, 2013 8:52 AM
To: Robert Spallina; Theodore S. Bernstein; Pamela Beth Simon; JILL BERNSTEIN IANTONI; Jill M. Iantoni; Lisa S. Friedstein; Christine P. Yates ~ Director @ Tripp Scott
Subject: Eliot Representation

I will be seeking independent counsel for myself personally, as Candice and I have chosen to have Christine represent our children on the Heritage matter and perhaps other matters to avoid any conflicts. In the interim, please copy me and Christine on all correspondences involving the estates of Simon and Shirley until further notice of who my personal attorney will be. Eliot

I VIEW IT TECHNOLOGIES, INC.
Surf with Vision

Eliot I. Bernstein
Inventor
Iviewit Holdings, Inc. – DL
Iviewit Holdings, Inc. – DL (yes, two identically named)
Iviewit Holdings, Inc. – FL
Iviewit Technologies, Inc. – DL
Uviewit Holdings, Inc. - DL
Uview.com, Inc. – DL
Iviewit.com, Inc. – FL
Iviewit.com, Inc. – DL
I.C., Inc. – FL
Iviewit.com LLC – DL
Iviewit LLC – DL
Iviewit Corporation – FL
Iviewit, Inc. – FL
Iviewit, Inc. – DL
Iviewit Corporation
2753 N.W. 34th St.
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http://iviewit.tv/inventor/index.htm
http://iviewit.tv/wordpress
http://www.facebook.com/#!/iviewit
http://www.myspace.com/iviewit

Robert Spallina

From: Robert Spallina
Sent: Thursday, February 14, 2013 4:10 PM
To: 'Eliot Ivan Bernstein'
Subject: RE: Eliot Representation

Eliot - Please find representation ASAP. You are a hindrance and delay to this whole process. Your mother's and father's wishes are being frivolously challenged by you for no reason and you agreed with your father during his lifetime to go along with his wishes. You are alienating your siblings in the process. You really should be ashamed of yourself.

From: Eliot Ivan Bernstein [mailto:iviewit@iviewit.tv]
Sent: Thursday, February 14, 2013 10:40 AM
To: 'Ted Bernstein'; Robert Spallina; 'Pamela Beth Simon'; 'JILL BERNSTEIN IANTONI'; 'Jill M. Iantoni'; 'Lisa S. Friedstein'; 'Christine P. Yates ~ Director @ Tripp Scott'
Subject: RE: Eliot Representation

Please notify me of any probate court hearings so that I may attend and any actions by the carrier, as I have not consented to anything at this point or at the last group meeting I attended. Eliot

From: Ted Bernstein [mailto:tbernstein@lifeinsuranceconcepts.com]
Sent: Thursday, February 14, 2013 8:33 AM
To: 'Eliot Ivan Bernstein'; Robert L. Spallina, Esq. ~ Attorney at Law @ Tescher & Spallina, P.A.; Pamela Beth Simon; JILL BERNSTEIN IANTONI; Jill M. Iantoni; Lisa S. Friedstein; Christine P. Yates ~ Director @ Tripp Scott
Subject: RE: Eliot Representation

Robert,

Please move forward as we discussed in the last group phone call in which we decided to have Heritage pay your trust account or a trust that you would act as Trustee. Heritage has stated that they will pay based on a court order showing that there is consensus among the 1995 Trust beneficiaries. Let's get this done.

Ted

From: Eliot Ivan Bernstein [mailto:iviewit@iviewit.tv]
Sent: Wednesday, February 13, 2013 8:52 AM
To: Robert L. Spallina, Esq. ~ Attorney at Law @ Tescher & Spallina, P.A.; Ted Bernstein; Pamela Beth Simon; JILL BERNSTEIN IANTONI; Jill M. Iantoni; Lisa S. Friedstein; Christine P. Yates ~ Director @ Tripp Scott
Subject: Eliot Representation

I will be seeking independent counsel for myself personally, as Candice and I have chosen to have Christine represent our children on the Heritage matter and perhaps other matters to avoid any conflicts. In the interim, please copy me and Christine on all correspondences involving the estates of Simon and Shirley until further notice of who my personal attorney will be. Eliot

Robert Spallina

From: Eliot Ivan Bernstein [iviewit@iviewit.tv]
Sent: Friday, February 22, 2013 1:00 PM
To: Robert Spallina; candyb@rockitcargo.com
Cc: Donald Tescher
Subject: RE: Eliot Representation

We should have personal counsel by next week or the week after secured. Eliot

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Friday, February 22, 2013 11:45 AM
To: Eliot Ivan Bernstein; candyb@rockitcargo.com
Cc: Donald Tescher
Subject: RE: Eliot Representation

Eliot – We wanted to follow-up with you on the below email to see if you have given any consideration to our proposal to meet. We kindly ask for you to reply either way. Thank you

From: Robert Spallina
Sent: Friday, February 15, 2013 11:43 AM
To: 'Eliot Ivan Bernstein'; 'candyb@rockitcargo.com'
Cc: Donald Tescher
Subject: RE: Eliot Representation

Eliot – We want to propose something and hope you and Candice are amenable. Don and I would like to meet with the two of you and give you the lay of the land as we see it. Don has done this for forty years and there truly is no one out there that knows this stuff better than him. Please understand that we are fair as it gets and want the best for EVERYONE. There are some issues as it relates to the house that you're living in, the insurance and mom's and dad's estates that we think we should discuss so that you can get comfortable with things and understand the interrelations. I can tell you that hiring lawyers and spending your children's money or your own will not benefit you or your children and will only cause frustration and grief for everyone. Again, Don and I are about as nice a guys as you will find in this area of practice and I think you owe it to your parents to come in and find out for yourselves who we are, what we're all about, and what needs to be done to get things distributed and let everyone go about their way. You can always go out and hire a lawyer but our doors are open and we hope that you take the opportunity to pass through them and meet us. Clean slate Eliot. I promise you we are here for you and your family as much as any of your siblings. Please advise.

Respectfully,

Robert

Robert L. Spallina, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
E-mail: rspallina@tescherspallina.com

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Robert Spallina

From: Christine Yates [cty@TrippScott.com]
Sent: Thursday, May 09, 2013 8:49 AM
To: Robert Spallina
Subject: RE: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Sale of Condo

I spoke to him yesterday regarding issues for his children and am aware that he did that. I do not represent Eliot and am making this request on behalf of his children.

TRIPP SCOTT
110 SE Sixth Street, Suite 1500
Fort Lauderdale, FL 33301
954-525-7500

Christine T. Yates
Director

Direct: (954) 760-4916
Fax: (954) 761-8475
cty@trippscott.com

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Wednesday, May 08, 2013 6:02 PM
To: Christine Yates
Subject: Re: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Sale of Condo

Eliot just filed a complaint against Ted (and us for that matter) in the probate court so Ted may not be very accommodating.

Sent from my iPhone

On May 8, 2013, at 5:33 PM, "Christine Yates" <cty@TrippScott.com> wrote:

> Can you please. I want to avoid any miscommunication between the parties.
>
> Sent from my iPhone
>
> On May 8, 2013, at 4:33 PM, "Robert Spallina" <rspallina@tescherspallina.com> wrote:
>
> > The property was owned by Shirley's Trust and Ted Bernstein is successor Trustee. We do not have the information but can ask Ted to provide it.
> >
> > **From:** Christine Yates [mailto:cty@TrippScott.com]
> > **Sent:** Wednesday, May 08, 2013 2:39 PM
> > **To:** Robert Spallina

Cc: Donald Tescher
Subject: RE: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Sale of Condo

Robert, I left a message, but until we get a chance to speak, wanted to see if you could provide the following documents:

1) A copy of HUD from the closing;

2) A distribution schedule showing the funding of the trusts and how much each trust will receive.

<image001.jpg>
110 SE Sixth Street, Suite 1500
Fort Lauderdale, FL 33301
954-525-7500

Christine T. Yates
Director

Direct: (954) 760-4916
Fax: (954) 761-8475
cty@trippscott.com

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Wednesday, May 01, 2013 5:35 PM
To: Christine Yates
Cc: Donald Tescher
Subject: RE: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Sale of Condo

Christine - The condo sold and Ted will be making partial distributions to the trusts. We assigned EINs yesterday and today to the children's trusts see below. Eliot should open an account wherever he chooses. Those trusts are created under Si's Trust through the exercise of his POA over Shirley's Trust which you have copies of. Other than that, we have extricated ourselves from the insurance matter and Ted is handling that with his brother-in-law. With regard to the estate, the Stansbury litigation is ongoing with no resolution yet in sight.

Eliot Bernstein, Trustee f/b/o Joshua Bernstein under the Simon L. Bernstein Trust dtd 07-25-2012 (EIN: 30-6348368)
Eliot Bernstein, Trustee f/b/o Daniel Bernstein under the Simon L. Bernstein Trust dtd 07-25-2012 (EIN: 30-6348373)
Eliot Bernstein, Trustee f/b/o Jake Bernstein under the Simon L. Bernstein Trust dtd 07-25-2012 (EIN: 30-6348374)

Contact me with any further questions.

Robert L. Spallina, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
E-mail: rspallina@tescherspallina.com

If you would like to learn more about TESCHER & SPALLINA, P.A., please visit our website at www.tescherspallina.com

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From: Christine Yates [mailto:cty@TrippScott.com]
Sent: Wednesday, May 01, 2013 2:27 PM
To: Robert Spallina
Subject: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Sale of Condo

Robert, can you please give me a status of the estate and trust. Did any real property sell? Thanks.

<image001.jpg>
110 SE Sixth Street, Suite 1500
Fort Lauderdale, FL 33301
954-525-7500

Christine T. Yates
Director

Direct: (954) 760-4916
Fax: (954) 761-8475
cty@trippscott.com

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Robert Spallina

From: Ted Bernstein [tbernstein@lifeinsuranceconcepts.com]
Sent: Thursday, May 09, 2013 9:45 AM
To: Robert Spallina
Subject: RE: FW: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Sale of Condo

Calling you later. The "thing" Eliot drafted is very disturbing, its meaning should not be under-estimated. Nothing is accurate. It is a complete distortion of events and the very sad and tragic reality is that he believes every word he wrote. I am concerned and extremely frustrated with all of this.

Ted Bernstein
561-988-8984

Sent from my Samsung Galaxy Note™

-------- Original message --------
Subject: FW: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Sale of Condo
From: Robert Spallina <rspallina@tescherspallina.com>
To: Ted Bernstein <tbernstein@lifeinsuranceconcepts.com>
CC: FW: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Sale of Condo

See below. What is the plan? Please send me a copy of the HUD

From: Robert Spallina
Sent: Wednesday, May 08, 2013 4:33 PM
To: 'Christine Yates'
Cc: Donald Tescher
Subject: RE: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Sale of Condo

The property was owned by Shirley's Trust and Ted Bernstein is successor Trustee. We do not have the information but can ask Ted to provide it.

From: Christine Yates [mailto:cty@TrippScott.com]
Sent: Wednesday, May 08, 2013 2:39 PM
To: Robert Spallina
Cc: Donald Tescher
Subject: RE: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Sale of Condo

Robert Spallina

From: Ted Bernstein [tbernstein@lifeinsuranceconcepts.com]
Sent: Tuesday, September 10, 2013 11:58 AM
To: Robert Spallina
Subject: FW: Bernstein Grandchildren's trusts

From: Ted Bernstein
Sent: Friday, August 30, 2013 7:42 PM
To: 'Eliot Bernstein'
Cc: Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Pamela Beth Simon; Jill M. Iantoni; Jill M. Iantoni; Lisa; Lisa S. Friedstein; Robert L. Spallina, Esq. ~ Attorney at Law @ Tescher & Spallina, P.A.; Donald R. Tescher ~ Attorney at Law @ Tescher & Spallina, P.A.
Subject: RE: Bernstein Grandchildren's trusts

Eliot > I am not sure that I am following you. I do not understand how you arrive at the conclusions you have reached about criminal wrongdoing. Who is acting criminally and to what end? I honestly can not follow the path you are pursuing and what you are trying to achieve here. Maybe we should all get together to discuss the issues and you can shed light on who is acting improperly, what they should be doing to act properly, what you feel you have not received that you are entitled to receive, and why. I often find that much more gets accomplished when all the interested parties come together in one place. It is my understanding that you are representing yourself in these matters so you should be able to easily articulate your position. I know with certainty that all the interested parties here would like to put an end to the apparent confusion so that unnecessary time, effort and money can stop being wasted, money that will ultimately lessen the amount each beneficiary will receive. Please let me know if you would like me to arrange a meeting for all of us to meet.

I do not think that Mom and Dad wanted this to be the manner in which their assets were distributed. I think they left very clear instruction through carefully planned documentation, created by very competent professionals. I have not seen anything to suggest the contrary but you should feel free to bring the information you have to a meeting where these things can be made aware to the appropriate people who have been charged with these responsibilities.

In the interim, please send me the bank account information that I will need in the event that distributions are made. Once you have given me that information, I will send you the release and refund agreement that I will require before I can make a distribution.

Ted

From: Eliot Bernstein [mailto:iviewit@gmail.com]
Sent: Friday, August 30, 2013 2:06 PM
To: Ted Bernstein
Cc: Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Pamela Beth Simon; Jill M. Iantoni; Jill M. Iantoni; Lisa; Lisa S. Friedstein; Robert L. Spallina, Esq. ~ Attorney at Law @ Tescher & Spallina, P.A.; Donald R. Tescher ~ Attorney at Law @ Tescher & Spallina, P.A.
Subject: RE: Bernstein Grandchildren's trusts

Ted, please see the email below copied to you earlier and I advise again you take the same advice I gave Spallina and Tescher and cease and desist in any actions with the estates. Already, with the new admissions that the estate of Shirley was closed using ADMITTEDLY FORGED AND FRAUDULENT DOCUMENTS, for example, the real estate sale and other transactions you are doing may result in criminal charges against you as they were done only after these Forged and

Fraudulent documents caused the closing of the estate. I am surprised that in whatever capacity(ies) you are writing to me for whichever estate you are representing below that you have not retained legal counsel to represent you in each fiduciary capacity you are acting in. As you know, these are most serious issues and crimes and to transact sales and distributions on knowingly forged and fraudulent documents that I have notified you of for months of may be construed as fraud. I am unaware of and have received no documents regarding trusts and have authorized no distributions or sales and have several times advised you not to act until these matters of Forged and Fraudulent documents in the estates of mom and dad could be resolved by state and federal criminal actions filed and state and federal civil actions. I would also advise you or any other party putting back ALL assets of the estates of mom and dad until a court can properly dispose of them to the proper parties. Your continued rush to sell off assets behind my back, in meetings held with others and without me with intent is most egregious and perhaps criminal! Again I suggest getting counsel in these matters before further acting in any capacity in either estate; I am surprised your good pal Spallina is not also represented by counsel at this point, especially after admitting his firm sent knowingly forged and fraudulent documents to a state probate court and other documents used to change beneficiaries and appoint Spallina as Personal Representatives also appear to be legally void due to further fraud and more.

Eliot

From: Eliot Ivan Bernstein [mailto:iviewit@iviewit.tv]
Sent: Friday, August 30, 2013 8:54 AM
To: Janet Craig, CTFA ~ Senior Vice President & Compliance Officer @ Oppenheimer Trust Company (Janet.Craig@opco.com)
Cc: Caroline Prochotska Rogers Esq. (caroline@cprogers.com); Michele M. Mulrooney ~ Partner @ Venable LLP (mmulrooney@Venable.com); Andrew R. Dietz @ Rock It Cargo USA
Subject: FW: Bernstein Grandchildren's trusts

Janet, I have attached below correspondence sent to Tescher & Spallina P.A. regarding their Admitted and Acknowledged Forgery and Fraud in the estates of my parents. After reviewing the attached herein letter to Spallina et al and the "NOTICE OF MOTION FOR: INTERIM DISTRIBUTION FOR BENEFICIARIES NECESSARY LIVING EXPENSES, FAMILY ALLOWANCE, LEGAL COUNSEL EXPENSES TO BE PAID BY PERSONAL REPRESENTATIVES AND REIMBURSEMENT TO BENEFICIARIES SCHOOL TRUST FUNDS" I filed with the Probate Court regarding these Criminal Acts that I will forward shortly to you, I would suggest you rethink your prior correspondence to me regarding your cessation of funding the necessary life sustaining expenses for the minor children with virtually no notice of your dire actions, after you and Spallina had recent conversations to make these sudden and catastrophic changes if I did not release you from your fiduciary duties and hand over the remaining trust values to my brother Ted who is also alleged in the Motions to the Court to be acting in criminal conspiracy with Spallina to steal estate assets and now it appears steal my children's trust fund. In what capacity and on whose behalf was Spallina acting in directing your actions? This sign and transfer the fund OR ELSE no funding starting instantly for the children's living expenses appears an attempt to extort me to make these changes under duress and with knowledge of Criminal Acts committed by Spallina against the Beneficiaries. Due to these new revelations of Criminal Acts by Tescher & Spallina in submitting Fraudulent Documents in the estates, I will not be signing any documents or releasing any fiduciaries until the completion of state and federal investigations and determinations are made in state and federal civil actions already filed, as defined herein and in the documents that will be forwarded shortly.

I will be sending over the bills and expense reimbursements due as we have been for almost a year and anticipate that until you get a Court order approving your and Spallina's new plan to cease funding necessary living expenses that these expenses will continue to be paid without severing life sustaining funding that you are fully aware of its essential nature and know the catastrophic events that this will cause the minor children in your care. I will be sending you a more formal letter hopefully early next week detailing more of what is going on and how we should best protect the children during this new crises caused by Tescher & Spallina.

Thank you,

Eliot

Eliot I. Bernstein
Inventor
Iviewit Holdings, Inc. – DL
2753 N.W. 34th St.
Boca Raton, Florida 33434-3459
(561) 245.8588 (o)
(561) 886.7628 (c)
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iviewit@iviewit.tv
http://www.iviewit.tv

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From: Eliot Bernstein [mailto:iviewit@gmail.com]
Sent: Tuesday, August 27, 2013 8:11 AM
To: 'Kimberly Moran'; Robert L. Spallina, Esq. ~ Attorney at Law @ Tescher & Spallina, P.A. (rspallina@tescherspallina.com); Donald R. Tescher ~ Attorney at Law @ Tescher & Spallina, P.A. (dtescher@tescherspallina.com)
Cc: Ted Bernstein; Pamela Beth Simon (psimon@stpcorp.com); Jill M. Iantoni (jilliantoni@gmail.com); Jill M. Iantoni (Iantoni_jill@ne.bah.com); Lisa (lisa.friedstein@gmail.com); Lisa S. Friedstein (Lisa@friedsteins.com); Caroline Prochotska Rogers Esq. (caroline@cprogers.com); Michele M. Mulrooney ~ Partner @ Venable LLP (mmulrooney@Venable.com); Marc R. Garber Esq. @ Flaster Greenberg P.C. (marcrgarber@verizon.net); Andrew R. Dietz @ Rock It Cargo USA
Subject: RE: Bernstein Grandchildren's trusts

Tescher & Spallina, P.A., Robert Spallina, Donald Tescher and Ms. Kimberly Moran,

Ms. Moran, Robert Spallina & Donald Tescher,

Ms. Moran, in reply to your employers letter below and your letter dated August 23, 2013 re "Estate of Simon Bernstein – Disposition of Jewelry", I am advising you personally and your employer Tescher & Spallina PA and its partners to refrain from any further actions in the estates of Simon and Shirley Bernstein until the probate court and state criminal authorities can make determinations regarding the ultimate beneficiaries of the estates, due to your admitted and acknowledged criminal fraud and forgery on documents submitted by Tescher & Spallina, Spallina, Tescher and yourself to the courts in the estates. Your admission and acknowledgement to the Florida Governor's Notary Public investigation of the complaints I filed against you and your employer, of your having committed Notary Fraud and Forgery in documents submitted to the courts in the estates, acting on behalf of your employer Spallina & Tescher, Robert Spallina and Donald Tescher, null and voids many, if not all, of the documents in the estates. Many other documents than the six you have admittedly forged and fraudulently notarized, also appear to have been improperly and allegedly signed and notarized improperly, including those giving powers to your employers as Personal Representatives via now legally invalid Wills and Trusts and thus negate their fiduciary duties and legal right to sell and distribute assets in the estates. Many documents requested are still being suppressed by your offices from several of the beneficiaries and interested parties and all of these documents will need to be examined for further evidence of Forgery and Fraud before any action with any assets can now legally be taken.

Each and every action you and your employers are taking with these fraudulently obtained fiduciary powers and admittedly forged and fraudulent documents will be further reported to state and/or federal authorities as further alleged criminal acts enabled by your admitted fraud and forgery with the documents and fraud upon the Probate Court and Beneficiaries. I am personally surprised and offended that you are contacting me at all on behalf of your employers while you are both aware that you are being investigated by state agencies in ongoing investigations of you and your employer and where you have already admitted and acknowledged Fraud and Forgery in my parents' estates. Since the ultimate beneficiaries cannot be determined until these matters and matters with the courts are fully resolved, any sales or distributions appear to be further criminal acts and I advise both you and your employers to instead immediately turn over all documents, records and assets in my parents estates to the Probate Court and then turn yourselves in to criminal authorities and further beg for mercy as you have already done with the Florida Governor's office for leniency for your admitted and acknowledged crimes against my family. A word of caution Ms. Moran, next time you attempt to confess to crimes you should be more truthful in your statements under penalty of perjury, for I will now be filing charges of alleged perjury for your misleading statements to the Governor's Office Notary Public investigators. Remember a confession should be without blemish and your statements are fraught with further lies and alleged criminal perjury leaving you instead with "unclean hands."

Below is a list of submissions to the Probate Court I have made in my mother's estate, similar documents were filed in my father's estate with the court that further reveal the crimes being alleged against you and your employer and I advise you and your employers to respond to the Petitions prior to our 1 hour hearing that has been approved by the judge and to be soon scheduled to hear the matters. IMMEDIATELY CEASE AND DESIST ANY FURTHER ACTIONS IN THE ESTATES OF SIMON AND SHIRLEY BERNSTEIN.

A. May 06, 2013, Docket #34, "EMERGENCY PETITION TO: FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SHIRLEY BERNSTEIN AND MORE"

1. www.iviewit.tv/20130506PetitionFreezeEstates.pdf 15th Judicial Florida Probate Court and
2. www.iviewit.tv/20130512MotionRehearReopenObstruction.pdf US District Court Pages 156-582

B. May 29, 2013, Docket #37 "RENEWED EMERGENCY PETITION"

1. www.iviewit.tv/20130529RenewedEmergencyPetitionShirley.pdf

C. June 26, 2013, Docket #39 "MOTION TO: CONSIDER IN ORDINARY COURSE THE EMERGENCY PETITION TO FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT

DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SHIRLEY BERNSTEIN AND MORE FILED BY PETITIONER"

1. www.iviewit.tv/20130626MotionReconsiderOrdinaryCourseShirley.pdf

D. July 15, 2013, Docket #40 "MOTION TO RESPOND TO THE PETITIONS BY THE RESPONDENTS"

1. www.iviewit.tv/20130714MotionRespondPetitionShirley.pdf

E. July 24, 2013 Docket #41 "MOTION TO REMOVE PERSONAL REPRESENTATIVES" for insurance fraud and more.

1. www.iviewit.tv/20130724ShirleyMotionRemovePR.pdf

Thank You,
Eliot

From: Kimberly Moran [mailto:kmoran@tescherspallina.com]
Sent: Thursday, August 22, 2013 12:09 PM
To: tbernstein@lifeinsuranceconcepts.com; lisa.friedstein@gmail.com; psimon@stpcorp.com; Jill Iantoni; iviewit@gmail.com
Cc: Robert Spallina
Subject: Bernstein Grandchildren's trusts

Dear Ladies and Gentlemen:

We know that some of you are in the process of opening the subtrust accounts, so attached is a copy of the Simon L. Bernstein Amended and Restated Trust Agreement dated July 25, 2012, together with a list of the trusts with their respective EIN numbers and titling suggestions, although some brokerage firms or banks may title the accounts in their own way. The trusts are as follows:

1. Jill Iantoni, Trustee f/b/o Julia Iantoni under the Simon Bernstein Trust dtd 09-13-2012 (EIN: 30-6348369)
2. Ted Bernstein, Trustee f/b/o Alexandra Bernstein under the Simon L. Bersntein Trust dtd 09-13-2012 (EIN: 30-6348370)
3. Ted Bernstein, Trustee f/b/o Eric Bernstein under the Simon L. Bernstein Trust dtd 09-13-2012 (EIN: 30-6348371)
4. Ted Bernstein, Trustee f/b/o Michael Bernstein under the Simon L. Bernstein Trust dtd 09-13-2012 (EIN: 30-6348372)
5. Eliot Bernstein, Trustee f/b/o Joshua Bernstein under the Simon L. Bernstein Trust dtd 09-13-2012 (EIN: 30-6348368)
6. Eliot Bernstein, Trustee f/b/o Daniel Bernstein under the Simon L. Bernstein Trust dtd 09-13-2012 (EIN: 30-6348373)
7. Eliot Bernstein, Trustee f/b/o Jake Bernstein under the Simon L. Bernstein Trust dtd 09-13-2012 (EIN: 30-6348374)
8. Pam Simon, Trustee f/b/o Molly Simon under the Simon L. Bersntein Trust dtd 09-13-2012 (EIN: 30-6372583)
9. Lisa Friedstein, Trustee f/b/o Max Friedstein under the Simon L. Berstein Trust dtd 09-13-2012 (EIN: 30-6372584)
10. Lisa Friedstein, Trustee f/b/o Carly Friedstein under the Simon L. Bernstein Trust dtd 09-13-2012 (EIN: 30-6372585)

If you have any questions, please do not hesitate to contact us.

Best regards,

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

From: Ted Bernstein [mailto:tbernstein@lifeinsuranceconcepts.com]
Sent: Friday, August 30, 2013 11:35 AM
To: Eliot Bernstein (iviewit@gmail.com)
Subject: FW: Bernstein Grandchildren's trusts

Eliot,

Please let me know when you have opened the accounts that would need to be open before any potential distributions could be made to the children's trusts. Once you have done so, notify me with the information and I will need to forward you a standard release and refunding agreement that will need to be signed before any distributions can be made. Feel free to call me with any questions or concerns.

Ted

From: Kimberly Moran [mailto:kmoran@tescherspallina.com]
Sent: Thursday, August 22, 2013 12:09 PM
To: Ted Bernstein; lisa.friedstein@gmail.com; psimon@stpcorp.com; Jill Iantoni; iviewit@gmail.com
Cc: Robert Spallina
Subject: Bernstein Grandchildren's trusts

Dear Ladies and Gentlemen:

We know that some of you are in the process of opening the subtrust accounts, so attached is a copy of the Simon L. Bernstein Amended and Restated Trust Agreement dated July 25, 2012, together with a list of the trusts with their respective EIN numbers and titling suggestions, although some brokerage firms or banks may title the accounts in their own way. The trusts are as follows:

1. Eliot Bernstein, Trustee f/b/o Joshua Bernstein under the Simon L. Bernstein Trust dtd 09-13-2012 (EIN: 30-6348368)
2. Eliot Bernstein, Trustee f/b/o Daniel Bernstein under the Simon L. Bernstein Trust dtd 09-13-2012 (EIN: 30-6348373)
3. Eliot Bernstein, Trustee f/b/o Jake Bernstein under the Simon L. Bernstein Trust dtd 09-13-2012 (EIN: 30-6348374)

If you have any questions, please do not hesitate to contact us.

Best regards,

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

Proskauer Rose Law Firm Accused of Murder by Investigative Blogger Crystal L. Cox Over the IviewIt Technologies Scandal. Foley & Lardner and Michael Grebe also Accused of Attempt to Murder World Famous Inventor of Scaling Video and Imaging Technologies Eliot I. Bernstein

Repost Courtesy of Crystal Cox Investigative Blogger @
http://www.industrywhistleblower.com/2010/11/proskauer-rose-law-firm-accused-of.html

http://www.forbes.com/sites/kashmirhill/2011/12/07/investment-firm-awarded-2-5-million-after-being-defamed-by-blogger/

Forbes

Tech

|

12/07/2011 @ 5:57PM |18,234 views

Why An Investment Firm Was Awarded $2.5 Million After Being Defamed By Blogger

No miscarriage of justice here.

It was the $2.5 million dollar lawsuit heard round the blogosphere. **The Seattle Weekly reported that an "Oregon blogger" had been found guilty of defamation and ordered to pay an investment firm $2.5 million.** The writer suggested that part of the problem for self-proclaimed

"investigative journalist" Crystal Cox was that the judge in the case determined that she wasn't a "journalist" according to Oregon law, because she was not "affiliated with any newspaper, magazine, periodical, book, pamphlet, news service, wire service, news or feature syndicate, broadcast station or network, or cable television system." This has led to a slew of angry stories, pointing out that bloggers are journalists. But these stories have not dug deeply enough. The facts in the case are far more complicated, and after hearing them, most journalists will not want to include Cox in their camp.

This story is not like that of Johnny Northside Hoff, the Minneapolis blogger who was (unfairly) ordered to pay $60,000 to a university employee after a truthful post about mortgage fraud led to his firing. If you Google Crystal Cox's work about Obsidian Financial Group, you will find a host of websites full of erratic writing about the firm's allegedly unethical practices, with domain names like "obsidianfinancialsucks.com." She mainly directed her ire at firm principal Kevin Padrick. His search results are ruined — dominated by posts on websites Cox created, such as "bankruptcytrustfraud.com," "realestatelies.com," and "realestatehoax.com." Obsidian's tech team found dozens of sites that appeared to have been created by Cox to write about Obsidian, says Padrick, and over 1,900 others that she had created to write about other people and companies. This is not the work of a journalist, but the work of someone intent on destroying reputations.

Padrick told me this has been going on for three years. There is a rather complicated back story — involving his being appointed a Chapter 11 trustee for a business that went belly-up Ponzi-style in 2007, and some of those involved not being happy about misappropriated funds being reclaimed. After hundreds of posts — those that I've read strike me, frankly, as unhinged – Cox contacted Obsidian and offered them "reputation services." Padrick sent along a copy of an email that Cox sent to his attorney:

http://blogs-images.forbes.com/kashmirhill/files/2011/12/Crystal-Cox-reputation-offer.jpg

David Aman

From: Crystal L. Cox [savvybroker@yahoo.com]
Sent: Wednesday, January 19, 2011 2:23 PM
To: David Aman
Subject: From Crystal L. Cox

Hello David, I hope this eMail finds you doing well. All said and done, looks like Summit boys going and Well I don't think that Kevin acted with the Highest of Integrity.. however at this Point in my Life to Think of Me.

So I want to Let you know and Obsidian Finance that I am now offering PR Services and Search Engi Management Services starting at $2500 a month to promote Law Firms... Finance Companies.. and to online reputations and promote businesses..

Please Let me know if Tonkon Torp or Obsidian Finance is interested in this service..

thanks for your time..

in Love and Light

Crystal L. Cox
Investigative Blogger
Real Estate Broker Owner -

http://blogs-images.forbes.com/kashmirhill/files/2011/12/Crystal-Cox-reputation-offer.jpg

After a failed attempt to get the Oregon Attorney General to investigate Cox, Obsidian filed a defamation case in January 2011, and Padrick first met Cox on the first day of the trial.

The judge found that most of what Cox had written about Obsidian was purely opinion, protected by the First Amendment — and so hyberbolic that no reasonable person would believe it — but did let the case go to trial based on one blog post with very specific allegations about Padrick and Obsidian committing fraud. **Cox claimed to have a source for that information, but a trial by jury found that her claims were false, and found her guilty of defamation. Obsidian's lawyers had asked for a million dollars. The jury awarded Obsidian and Patrick $2.5 million.**

"She has decimated my business. It's half of what it was," says Padrick. "She's ruined my reputation, my life."

A reminder here: she wasn't able to prove at trial that what she had written was true. Do we really want to claim this person as one of our own, folks?

Most of those who have written about the case have focused on a pre-trial opinion from the judge in which he points out that "blogs" are not defined in Oregon's laws as "media." (They should probably fix that.) But the more important definition of media was closer to the end of the opinion [PDF]:

> Defendant fails to bring forth any evidence suggestive of her status as a journalist. For example, there is no evidence of (1) any education in journalism; (2) any credentials or proof of any affiliation with any recognized news entity; (3) proof of adherence to journalistic standards such as editing, fact-checking, or disclosures of conflicts of interest; (4) keeping notes of conversations and interviews conducted; (5) mutual understanding or agreement of confidentiality between the defendant and his/her sources; (6) creation of an independent product rather than assembling writings and postings of others; or (7) contacting "the other side" to get both sides of a story. Without evidence of this nature, defendant is not "media."

"The medium shouldn't define who is media," says Padrick.

Yes, there are bloggers who are journalists. But just because you have a blog doesn't mean that what you do is journalism.

Martindale Hubbell AV Rated attorney Kevin Padrick is one of the good guys, right? Not in the eyes of Crystal Cox, so-called investigative blogger.

At some point Crystal Cox decided Kevin D. Patrick was one of the bad guys. And with that, she launched an internet campaign against him, accusing him of corruption, fraud, tax fraud, stealing money, money laundering, and more. She bought domain names featuring the names of Kevin and Obsidian, posting rants and cross-linking between multiple sites to move her rants up in search engine rankings. Crystal Cox essentially decimated Padrick in front of anyone who might Google his name. This had its intended

effect: Padrick's business suffered. Kevin Padrick and Obsidian Finance sued Crystal Cox for defamation, alleging damage to his reputation and earnings.

It gets even better. Crystal Cox then attempted to extort Kevin D. Padrick and Obsidian Finance by offering to provide services to "protect online reputations" for a fee of $2,500 per month. Translation: *"Pay me to take down the defamatory material."*

The clear problem here is that I can't find any proof behind Cox's allegations against Padrick. But that doesn't help Kevin D. Padrick when it comes to Google. The postings by Cox appear prominently, and her repeated allegations on multiple URLs might make it appear to an outsider that there is really a story here. What user of the internet is going to take the time to slog through Crystal's many websites and incoherent rants to come to the conclusion that the sites were all created by the same person, who never proved any bad acts by Padrick? Probably no one.

Kevin Padrick and Obsidian Finance won their case against Crystal Cox, being awarded $2.5 million in damages. Crystal Cox was found guilty of defamation by a jury for one particular posted about Kevin Padrick. (The rest of her writings were deemed by the judge to be nutting rantings that no sane person would ever accept as statements of fact.) In the course of the case, Cox was deemed to be **not a journalist**. Essentially, the "shield law" in Oregon didn't apply to Crystal Cox because she didn't work for a traditional news outlet, and was "just" a blogger. The thing is, whether a journalist or not, the defamation claim was clear cut to the jury. Chrystal Cox doesn't need a new trial, and that's exactly what the judge ruled, because regardless of the applicability of the shield law, the jury found that Cox said untruthful things about Padrick and Obsidian.

Crystal Cox is hell-bent on destroying people who don't give in to her wishes. She has now gone after Marc Randazza, an attorney she begged to help her with an appeal in the Obsidian case, even going after Marc's wife and three year old daughter. When things didn't work out with Marc, Cyrstal went ahead and registered the domain name marcrandazza.com (along with several others) and told Marc she was just doing so to "control the search, and pr" on her case. He smelled a shakedown immediately.

This tells you what kind of woman we are dealing with: Crystal Cox attacked Marc's innocent wife and three year old daughter.

It is important to stand up to people like Crystal Cox. Companies are frequently playing the part of the big bullies on the playground – - threatening and suing anyone who might criticize them – - and we need to stand up to them and protect our right to speak our opinions freely about them.

But we also need to stand up against those who pretend to be like us – - those of us who want to advance free speech and legitimately criticize the bad acts of bad

actors – - but who are really NOT like us. People like Crystal Cox cannot and should not be allowed to lie about people like Kevin Padrick. Cox must be held accountable to keep the rest of us – - who are not defaming – - protected under the First Amendment.

Read more about investigative blogger Crystal Cox's extortion attempts:

- The Salty Droid: Crystal Cox :: iS nOt a BLOgGER
- Philly Law Blog: Crystal Cox – Investigative Blogger? No, More Like a Scammer and Extortionist
- Scott Greenfield: A Blogger Not Like Us
- Legal Satyricon: Judge rules, again, that blogger Crystal Cox is not a journalist. You know why? Because she ISN'T a journalist.
- Popehat: "Investigative Journalist" Crystal Cox's Latest Target: An Enemy's Three-Year-Old Daughter
- New York Personal Injury Law Blog: Blawg Review is Back! (With some incredible, but true, stories)
- Defending People: Crystal Cox
- Trial Theory: Crystal Cox
- Siouxsie Law: Crystal Cox is Not a Member of the Media
- Carlos Miller: Blogger Must Act Like Journalist To Be Treated Like One
- New York Times: Judge Rules That Bloggers Can Be Journalists (Just Not One in Particular)
- Forbes Kashmir Hill: Ugly New Reputation-Smearing Tactic: Going After A Toddler's Internet Footprint

Similar Posts:

- mArc RaNdaZza tAkeS bACk His NAmE
- Extortionate Investigative Blogger Crystal Cox: Summary By a Federal Judge
- Crystal Cox v. The Internet Dismissed in Eastern District of Wisconsin
- Cox v. The Internet: Thrown Out in Florida District Court
- Crystal Cox Complaint Dismissed Again

Tuesday, November 9, 2010

Proskauer Rose Law Firm Accused of Murder by Investigative Blogger Crystal L. Cox over the iViewit Technologies Scandal.

I Believe Proskauer Rose Law Firm Big Wigs Murdered Steven Krane and Stephen Kaye and Tried to Murder iViewit Technolgy Founder and One of the Iviewit Inventors Eliot Bernstein and his Entire Family.

Ever Wonder Why a Man's Car is Bombed in a Public Place in the State of Florida and the Local Police, District Court, Sheriff, County Attorney and Supreme Courts does

nothing to EVEN look into it? Are You Kidding Me..? and the FBI File mysteriously disappears.. Come on

Well that is Because **Proskauer Rose LLP** will do as they **Damn Well Please** and you will Sit Down, Shut Up and Take it or.. **YOU will DIE.** .. at the Very Least you will Lose your Quality of Life and all you knew to be your Life before you became Proskauer Rose's Target..

See when **Proskauer Rose's Corrupt Patent Attorney** Christopher Wheeler first jumped on the Let's Steal an Awesome Invention idea well Kenneth Rubenstein (MPEG LA attorney - with Proskauer Rose) was not working with Proskauer Rose, though Kenneth Rubenstein is kind of the Last Man Standing Now... as Christopher Wheeler Esq. was removed from Proskauer Rose LLP awhile back to **keep him silent** on the Iviewit Stolen Technology .. oh and the WHOLE Christopher Wheeler got drunk, almost killed a guy .. paid for his Silence thing. and Christopher Wheeler using **Corrupt Proskauer Rose LLP** connections to **Steal HIS Grandchildren** and Hospitalize their **Mother** ILLEGALLY.. . anyway..

Kenneth Rubenstein, joined the **Lets Steal iViewit Technologies Invention** for Lockheed Martin and MPEG LA Party.. well alittle Late.. and Odd Kenneth Rubenstein, Corrupt Patent Attorney - and Well seriously **"in bed with MPEG LA"** - well Kenneth Rubenstein is Alive and Well, and still at **Proskauer Rose LLP** - despite the Perjured Deposition over the iViewit Technology theft, which you would think a powerful law firm like **Proskauer Rose** would Frown on..

On the Record, and Recorded in Voice - Perjured Deposition Kenneth Rubenstein - MPEG LA
http://www.kennethrubenstein.com/2010/10/perjured-deposition-by-corrupt.html
Scroll Down past the MPEG LA, Proskauer Rose, Lockheed Martin SEC Complaint..

a Proven Criminal and Still Proskauer Rose keeps him around and MPEG LA just loves him.. there is a BIG reason for this..

Kenneth Rubenstein - Proskauer Rose LLP, a Self Proclaimed **"Wealth Protection Attorney"** is a Proven Criminal and this Corrupt Proskauer Rose LLP attorney is protected in every way, as well, he has the power to bring in Billions on Top of Billions with the MPEG LA company using the iViewit Technology by Illegal Patent Pools.. Also with the SILENCE of Kenneth Rubenstein.. MPEG LA - Lockheed Martin stays out of Indictments and Massive Scandals in RICO and Recovery, in SEC Fraud, and a Federal RICO Lawsuit - as does Time Warner Inc., AOL, Intel Corp. , Warner Bros. , Sony and many more involved in the Massive Shareholder Fraud over the Stolen IViewit Technlogy. (http://www.deniedpatent.com/)

so **Kenneth Rubenstein has them all by the Balls**.. and well he is certainly protecting their wealth for now.. thing is Kenneth Rubenstein forgot to Factor in .. well the TRUTH and those who Seek it.. such as **me..** He Failed miserably to recognize that there would be some Mad Dog Blogger someday who would get all Truth Telling, Conspiracy Exposing, Illegal Activity Proclaiming on his Ass.

AND prove IT .. without a Doubt in the Mind of any Honest Court, Ethical Attorney.. , Law Abiding Judge or well, anyone with a Brain !!!

See Kenneth Rubenstein, last Man Standing at Proskauer Rose in the Iviewit Scandal.. well certainly he knows of the Murders of his Collegues by the Big Wigs at Proskauer Rose ? Why is Kenneth Rubenstein still with Proskauer Rose? hmmm..

Steven Krane, Proskauer Rose BIG Wig Attorney connected to Ex-Supreme Court Judge Judith Kaye, who was appointed by Mario Cuomo.. (and well is the Wife of "Deceased" Stephen Kaye.. well Steven Krane died at 53 .. come on . I believe that Proskauer ROSE murdered both **Steven Krane** and **Stephen Kaye..**

Believe what makes you Sleep best at Night.

But as for me. I believe it was **Murder** flat out, to hide what they knew about the **13 Trillion Dollar Technology** that **Kenneth Rubenstein**, Christopher Wheeler - **Proskauer ROSE** Thugs STOLE for MPEG LA.. and Lockheed Martin..

... and to hide the Facts they Knew about the Attempted Murder of the Eliot Bernstein Family.. So I Believe, Proskauer Rose LLP Killed their Own Top Attorneys.. **to Protect "the Firm"** ..

Surely **Proskauer Rose** has connections to Big Pharma Companies that can help them in a drug that will induce **a Natural Cause of Death such as a Heart Attack**.. How about.. Say .. **Regeneron Pharmceuticals, Inc.** - connected to Textron.. in a Behind the Scenes.. Scratch your Back .. way.. Hmm.. kind of Gets ya Thinking.. (**Trivia:** what Connects Textron to Lockheed to Proskauer to Regeneron... oh and then back to me..) hmm.. ???

I also believe that **Chris Wheeler formerly of Proskauer Rose**, along with the NY Proskauer Rose THUGS hired someone to BOMB the Mini Van of Inventor **Eliot Bernstein** in effort to Kill Eliot Bernstein - iviewit inventor and his family... and Proskauer ROSE paid off the Boca Police in Order To Cover Up the Bombing.. therefore it was NEVER investigated.. and funny .. I am a **Homeland Security Risk** for BLOGGING.. and a Bombing was not even investigated.. and covered up by local cops

as well as a Florida Supreme Court Judge (Jorge Larbarga) .. Shocking to Say the Least.. Well I guess.. **13 Trillion Dollars** is a Whole Lot of Money..

Oh and Don't Forget Eric Turner Florida Bar Attorney and the Flat Out Suppression of Truth by the Corrupt Supreme Court Judge **Jorge Labarga** ... All Bought and Paid for By the Corrupt, Evil, Immoral, Criminals at Proskauer Rose LLP - Law Firm.

oh and **Foley and Lardner of Course.. .Michael Grebe** was in On ALL of it.. Attempted Murder to Steal an Invention where by he was the Patent Attorney Firm in Charge of the Protection of the Inventor.. Michael Grebe is the Most **"Well Connected Corrupt Attorney in America**" - Says **Investigative Blogger Crystal L. Cox**.. "Me" and well, **thats a Fact.. !!!**
(**Note:** Proskauer Rose is Filthy Rich, Evil and Connected, but Michael Grebe is the ONE who has the Power to Bug My home Phones, to put me on a Homeland Security list and to monitor my phone calls.. and well Duh.. I know how long you have been doing it.. I have NOTHING to Hide.. I am NOT the Criminal.. **I am the Voice of TRUTH !!** "

Oh and Don't Forget the FBI Lost the File on the Bombing.. That was a Michael Grebe Cover Up as Well..

So **Proskauer Rose LLP** and Foley and Lardner,
You Boys Bout' Decided what to Do about Me Yet?

.. or YOU going to let the **Textron THUGS**
continue to do your Dirty Work?

..by the way.. I Love the Way you paid for MORE SPACE in the GOOGLE search to push me down.. thing is the" **Truth is Like Cream"** and it **Rises to the Top**..
so Keep On Coming.. Thugs and Thieves..

I Fear No Evil ..

So Proskauer Rose, Michael Grebe, Lockheed Martin, Intel Corp, Warner Bros., Jeffrey Bewkes, Bruce Sewell, Foley and Lardner, MPEG LA, Kenneth Rubenstein.. I have Decided it is Officially Time for YOUR COME TO JESUS Party to Begin.. Ready ?

https://docs.google.com/file/d/0B-34Z89xij26MENzTkpLVGdPZm8/edit?usp=drive_web&pli=1

http://www.exposeproskauerrose.com/2013/05/eliot-i-bernstein-v-appellate-division_13.html

Bernstein filed criminal complaints with the Department of Justice Inspector General Glenn Fine, the US Attorney General Eric Holder & others regarding the criminal activities of both the NY and FL Officials.

It seems from Many documents atwww.Iviewit.TV That Mary Shapiro of the SEC had knowledgle long ago about what Proskauer Rose was up to and yet .. what ?? the Standford affair is some NEW Shocker of a Story, yet Mary Shapiro had been given notice by Eliot Bernstein and the Iviewit Company years before the Billion Dollar Scandal hit the Main Stream Media.

Information regarding Greenberg Traurig's involvement in a recent Ponzi, "The American Lawyer is reporting today, May 13, 2010, that the law firm of Greenberg Traurig has been sued for its willful participation in and facilitation of what it knew to be an illegal Ponzi scheme

proskauer-rose | Kill All The Lawyers Blog

2002 04 23 William Kasser, Iviewit bookkeeper letter to Eliot Bernstein regarding Goldstein Lewin (now CBIZ) **accounting fraud** on financial projections.

However with the Standford Billions ... the Madoff Billions... Enron.. all that has piled up .. and all involved seeming to act like they had no way of Knowing Yet they certainly did... Enron is connected to the Iviewit Stolen Patent and to Prosakauer Rose Law Firm - Eliot Bernstein Founder of Iviewit Technologies and one of the Inventors of the Trillion Dollar Patent told the Authories Long, LONG ago and they did nothing... even to the point of his Family Car being BOMBED and seemingly NO Real investigation.

MPEG LA, Greenberg Traurig, Proskauer Rose, Foley

Posted by **admin** on November 11th, 2011

MPEG LA, Greenberg Traurig, Proskauer Rose, Foley and Lardner , Intel Corp, Warner Bros., Eliot Bernstein, Iviewit Technolgies, Foley and Lardner , Massive Shareholder **Fraud**. the Iviewit Technology Story – Proskauer Rose, ...

Crystal L. Cox, Investigative Blogs, Nutritional Supplements ...

Posted by **admin** on November 14th, 2011

Crystal Cox Blogger on the iViewit Technology Theft worth over **13 Trillion Dollars** involving Foley and Lardner , Proskauer Rose, MPEG LA, Warner Bros. Sony Doug Chey, John Calkins and More ...

Iviewit Inventor Eliot Bernstein Files Motion to Rehear with Fed ...

Posted by **admin** on August 4th, 2012

RICO Charges against thousands including Proskauer Rose LLP, Foley & Lardner , Intel Inc, Apple, Microsoft, AOL, Time Warner, AT&T and many more. Read all about it! Iviewit Inventor Eliot Bernstein files Emergency Motion ...

Proskauer Rose Guilty, Proskauer Rose, Chadbourne and others Charged with Conspiracy and **Fraud**.. IViewit is Next. 13 Trillion Dollar Scandal, USPTO, DOJ, SEC, knows of Massive Shareholder **Fraud**. "Proskauer Rose, Chadbourne and others Charged with Conspiracy and **Fraud** in R. Allen Stanford Ponzi by Court Receiver for Victims Ralph Janvey. Iviewit Inventor **Eliot I. Bernstein** Publishes Draft Motion to US Appeals Court involving direct ties to the Iviewit Stolen Patents and Sir R. Allen Stanford, Bernie Madoff, Galleon, Dreier, MF Global scams and more. Proskauer Rose, Chadbourne and others Charged with Conspiracy and **Fraud** in R. Allen Stanford Ponzi by Court Receiver for Victims Ralph Janvey. Stanford Trial Drags Former Proskauer, Chadbourne Partner Back into Spotlight Brian Baxter The American Lawyer February 8, 2012

Proskauer Rose Law Firm is Evil, Criminal and NO Longer Above the Law.. no Longer Protected by the Supreme Court with Cover Up Crony .. Good Ol' Gal - Ex Judge Judith Kaye.

Time for Accountability for Proskauer Rose...

Proskauer Rose Stole a 13 Trillion Dollar Patent and Hid the Technology in Patent Pools with MPEG LA via Proskauer Rose Corrupt Patent Attorney Kenneth Rubenstein.

This Technology is Now Used by Time Warner Inc., Clearwire Corporation, Intel Corp. , Lockheed Martin, Verizon, Apple, Nokia, Motorola, IBM, and Well anyone who uses Modern High Speed Video Technology.

Bernstein suing the FL & NY Supreme Courts, State Bars & Disciplinary Agencies

Once iViewit Technologies issues a Cease and Desist that is Up Held by a Non-Proskauer Rose Controlled Court - Well 95% of all Cable TV, Video on Phones, Internet Video ... Will Come to an Abrupt Halt UNTIL they can Negotiate with iViewit Technologies.

Time Warner Inc. Has Signed Agreements and non-compete agreements with the iViewit Technologies and IGNORED these Signed - Binding Contracts.

Time Warner Inc. - CEO Jeffrey Bewkes has known for a very long time that Time Warner Inc., Warner Bros., and AOL will face Massive Liabilities over the iViewit Technology they STOLE. Yet Time Warner Inc. - CEO Jeffrey Bewkes Continues to Ignore this Fact and Time Warner Inc. - CEO Jeffrey Bewkes continues to Fail to Disclose to the "Board of Directors".

Intel Corp. Knows Full Well they Screwed over Iviewit Technologies and Intel CEO Paul Otellini, as Well as Ex-Intel General Counsel Bruce Sewell Have Known and NOT Disclosed this **Massive Shareholder Fraud**.

Even though there is Massive Criminal Complaints Filed, **There is over 1200 documents of proof online at Iviewit.TV, there is Criminal Complaints against the New York Attorney General Now Governor Andrew Cuomo over the Stolen Iviewit Technology, there is a Federal RICO Lawsuit, and a VERY Detailed SEC Complaint.**

And for Now Intel Corp, Time Warner Inc., Apple, IBM, Lockheed Martin, Clearwire Corp., and More seem to be able to STOP massive action against them in the Iviewit Case. This will NOT continue much longer, their corruption and cover up is OVER. The Truth is Roaring and it is Simply a matter of time.

IN THE CIRCUIT COURT IN AND FOR
PALM BEACH COUNTY, FLORIDA

CASE NO. 502011CP000653XXXXSP

IN RE: ESTATE OF SHIRLEY BERNSTEIN,

Deceased.

ELIOT IVAN BERNSTEIN,

Petitioner,

V.

TESCHER & SPALLINA, P.A., et al.,

Respondents.

---/

EXCERPT OF HEARING BEFORE THE HONORABLE
MARTIN H. COLIN

Taken before Michael Todd Berkowitz, Shorthand Reporter and Notary Public in and for the State of Florida at Large.

- - -

200 West Atlantic Avenue
Delray Beach, Florida 33344
Monday, October 28, 2013
5:00 P.M. - 5:09 P.M.
Michael T. Berkowitz, Court Reporter.

APPEARANCES:

On behalf of the Petitioner:

HUTH & PRATT
2101 N.W. Corporate Boulevard
Suite 400
Boca Raton, Florida 33431
BY: BRANDAN J. PRATT, ESQ.

On behalf of Ted Bernstein, Donald R. Tescher, Esq., Robert L. Spallina, Esq:

MARK MANCERI, ESQ.
2929 East Commercial Boulevard
Suite 702
Fort Lauderdale, Florida 33308

P R O C E E D I N G S

(Excerpt: Judge's Ruling)

THE COURT: Okay. Did you file an inventory in Simon's estate?

MR. SPALLINA: Yes, sir.

THE COURT: Has the inventory been published?

MR. SPALLINA: I believe it has, Your Honor.

THE COURT: Do you have an inventory from Simon's estate?

MR. PRATT: No. We don't.

THE COURT: Do you object to them having it?

MR. SPALLINA: No.

THE COURT: Okay. I'm going to let you have it, Eliot.

MR. ELIOT BERNSTEIN: Thank you.

THE COURT: All right. Thank you. You can have a seat.

MR. SPALLINA: Thank you.

THE COURT: So technically the hearing today was to deal with the improprieties of the pleadings, meaning the prior waivers. I heard a lot about this last time. I know you

brought in a witness. Mr. Roth is here, obviously because of Ms. Moran's potential difficulty, but I'm trying to think of putting substance ahead of form to determine how it benefits the Estate to go into that issue any further. So do you have a position on that Mr. Pratt, now that Eliot has had a chance to have the benefit of counsel and you've seen the newest round of waivers? There is no petition filed yet by Ted Bernstein. If he files one, and the Estate for some reason is not ready to be closed, or shouldn't be closed, we can deal with that at that time.

You know, sometimes things happen and the other side not having made a final decision on this, what I heard was not good about what I heard took place with respect to the processing of these documents, the waivers that the children signed, and essentially the one that was signed purportedly by Simon, but does it really matter, and I think I'd want it to matter before more time and money and energy is put into that, because if it's not going to put money into anybody's pocket, what good does it do just to tell Ms. Moran that

she did a bad thing. If that's the case, and I don't know that it is, I'm not finding that.

MR. PRATT: I'm not too concerned about the validity of the waivers now that they've signed new waivers and they filed them. What we're trying to accomplish here is not to throw anybody under the bus, or burn anybody. We want a clear picture of what happened in this entire estate plan, and the parent's died --

THE COURT: I've got that, but Eliot is entitled to that which anyone else in his position is entitled to, no more no less, so I'm not restricting, nor am I expanding on this concept. There's laws that govern what he is entitled to. They're saying that, you know, he's -- I mean, I don't know that there's a formal request in the Shirley's estate for any other documentation other than that which you now have, because there is nothing else that is filed, and if what Ted says and what Mr. Spallina says is true, if we requested a final accounting we would get the same things, and that's not going to get you anywhere. That's what they said.

MR. PRATT: My concern is that we're not going to be in a giant rush to close the estate, not that we want to turn this --

THE COURT: There's no petition to close it right now. Let's be patient and see what happens, and there may be reasons not to, or to close it, depending what goes on elsewhere. But given that, I don't even know other than what we now see in the inventories, because those are the two official documents, I don't know anything else about what monies may have passed through anyone's hands, but this isn't a case of first impression. The law deals with what potential beneficiaries are entitled to, and what they're not, and what trustees can provide, and what not.

Let's be patient and do it in the correct forum. It seems like a lot, and what you want to accomplish is going to take place before Judge French, or you can take it back to Judge Garrison.

MR. PRATT: Yea, I think you're right. We want to make sure that this piece of the puzzle is accurate, and if it is, you might not ever see us again.

THE COURT: So they say she funded the trust before her lifetime. Maybe she had some assets that were jointly titled. Those are not probate assets, they go just like people want. She may have cash under the pillow and it goes. So I'm going to take no further action right now on the issue of alleged impropriety or defects in the form of a pleading or other documents submitted to The Court in furtherance of the closing of the estate of Shirley Bernstein. I'm going to reserve on attorney's fees and any other possible sanction, if and when that matter becomes ripe for me to determine, but not today.

MR. MANCERI: Your Honor --

THE COURT: It may not Happen, at all.

MR. MANCERI: -- I want to address one thing that you mentioned, so everyone knows. We intend on filing a petition to close this estate, very quickly.

THE COURT: But I can't preempt that and deal with that. We have to be patient and follow the rule. When you file it, you're going to make sure Eliot gets served. You

serve him, and he can do whatever he wants with it. This is all rule driven.

MR. MANCERI: No question about it, Your Honor. We have the original waivers. As you know, we don't file the one's in ink anymore. We have them if you want to take them in open court.

THE COURT: No. E-files are good. You're allowed to e-file.

(End of excerpt.)

C-E-R-T-I-F-I-C-A-T-E

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

I, the undersigned authority, certify that the above Hearing was taken by me stenographically, and is a true and accurate transcription of my stenographic notes. Witness my hand and official seal this 5th day of November, 2013.

Michael Todd Berkowitz
Notary Public - State of Florida

LAW OFFICES
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KIMBERLY MORAN
SUANN TESCHER

January 11, 2013

VIA FEDERAL EXPRESS
Christine P. Yates, Esq.
Tripp Scott
110 Southeast Sixth Street
Fifteenth Floor
Fort Lauderdale, FL 33301

Re: Estates of Shirley Bernstein and Simon L. Bernstein

Dear Ms. Yates:

In response to the items in your letter dated December 21, 2013, we are enclosing the following documents and responses:

1. Simon L. Bernstein Amended and Restated Trust Agreement dated July 25, 2012. We do not have an accounting for the trust at this time.
2. Shirley Bernstein Trust Agreement dated May 20, 2008 together with a copy of the First Amendment to Shirley Bernstein Trust Agreement dated November 18, 2008. We do not have an accounting for the trust at this time, however, it's primary assets are the two homes.
3. Operating Agreement for Bernstein Family Realty, LLC dated June 30, 2008.
4. Agreement of Limited Partnership of Bernstein Family Investments, LLLP dated May 20, 2008 and the Operating Agreement of Bernstein Holdings, LLC dated May 20, 2008.
5. We have not yet filed any objections to any claims filed in the Estate, but will be able to provide copies when we get to this point in the probate procedure.
6. There is no Exempt Property Petition filed in the Estate.
7. We are not in possession of personal property inventories for either Simon or Shirley.
8. As discussed previously.
9. The Limited Power of Appointment was exercised under Si's Will, a copy of which you already have.
10. A copy of the Inventory for the Estate of Shirley Bernstein.
11. We will provide you with a copy of the Inventory for the Estate of Simon Bernstein once it is complete.
12. We are not in possession of any documents related to LIC Holdings.
13. A copy of the recorded Second Mortgage for Eliot Bernstein's home, together with the Promissory Note in the amount of $365,000.00. Please note that Walter Sahm holds a

first position mortgage on the property, a copy of which we do not have, and is anxious about getting paid as a result of Si's death. Please call me to discuss this.

14. The children's trusts were never funded, other than the one (1%) percent interest in the general partner of the limited partnership for Eliot, Lisa and Jill.

If you have any questions, please do not hesitate to contact me.

Sincerely,

ROBERT L. SPALLINA

Enclosures

Christine P. Yates
Direct Dial: 954.760.4916
Email: cty@trippscott.com

TRIPP SCOTT
EXPERIENCE YOU CAN TRUST

December 21, 2012

Via E-Mail and U.S. Mail
Robert L. Spallina, Esq.
Tescher & Spallina, P.A.
4855 Technology Way - Suite 720
Boca Raton, FL 33431

Re: **Estates of Shirley Bernstein and Simon Leon Bernstein**

Dear Mr. Spallina:

As you are aware, my firm represents Mr. and Mrs. Bernstein. We would appreciate receiving copies of the following information and documents in this matter:

1. A copy of Simon Bernstein's Trust and accounting;
2. A copy of Shirley Bernstein's Trust and accounting;
3. A copy of Bernstein Family LLC's Trust;
4. A copy of Bernstein Holdings and Family Corporation;
5. Objections to claims filed in Estate of Simon Bernstein;
6. Exempt Property Petition filed;
7. Personal Property Inventory for Estate of Simon and Shirley Bernstein;
8. Please provide a status of the ongoing litigation involving the Estate Substitution in Stanford – Case status and attorney handling;
9. Limited Power of Appointment executed by Simon;
10. Inventory for Shirley Bernstein;
11. Inventory for Simon Bernstein; and
12. LIC Holdings corporate Documents;
13. Mortgage documents relating to Eliot's home, and documents pertaining to first mortgage;
14. Accounting of each child's Trust.

Thank you for your attention to this matter. Should you have any questions, please feel free to contact my office.

Very truly yours,

Christine P. Yates
For the Firm

CPY/iah
cc: Eliot Bernstein
Marc Garber

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Fort Lauderdale • Tallahassee

LAW OFFICES OF
JOHN A. HERRERA, M.ACC., J.D., LL.M., CPA
BOARD CERTIFIED TAX ATTORNEY
2501 SOUTH OCEAN BOULEVARD, SUITE 107
BOCA RATON, FLORIDA 33432

LICENSED TO
PRACTICE LAW IN
FLORIDA, CALIFORNIA
& COLORADO

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E: jherrera@ix.netcom.com

BY FACSIMILE: (530) 529-4110

August 15, 2007

Eliot Bernstein
39 Little Avenue
Red Bluff, CA 96080-3519

Re: Advancement of Inheritance
Our file number 1522-2.0

Dear Mr. Bernstein:

I have been retained by your parents to assist them in their estate planning. You parents have asked me to contact you regarding a possible plan to advance you a portion of the inheritance that you may ultimately receive upon their deaths.

The plan would work as follows:

1. Your parents would each month pay the health insurance premiums for you, your wife Candice and your three children.

2. In addition, your parents want to make gifts to provide your family with a monthly cash flow. The annual amount of these gifts would be $100,000 per year less the amount that they pay in health insurance premiums for your family. This amount would be distributed evenly over the year in monthly distributions by me.

3. The health insurance premiums and the monthly payments will reduce dollar-for-dollar the amount that you will ultimately inherit when your parents die.

While your parents may decide to alter or discontinue this plan at any time, they wanted me to make sure that you understand that they will discontinue making the above health insurance premiums and the monthly payments if you harass or threaten to sue or initiate litigation with anyone in your family at any time. However, you may counter claim if you are sued by them.

Your parents also want to have the opportunity to visit with their grandchildren at least four times a year. Your parents will either come to California or gladly pay all transportation costs for your children to come to another destination. You and Candice are more than welcome to join your children for these family visits.

My purpose in writing to you is to confirm in advance that your parents' plan is acceptable to you and to make sure that you understand that the payment of your health insurance premiums and other distributions will reduce any amounts that you may receive later. If you find these terms acceptable, please sign and date below and return one copy of this letter to me in the enclosed self addressed envelope.

I look forward to hearing from you. Please call me if you have any questions.

Sincerely,

JOHN A. HERRERA

I, Eliot Bernstein, understand the above terms and conditions of my parents' proposed gift plan and find them acceptable. While I understand that it is my parents' present intention to continue this plan indefinitely, I also understand that they may at any time discontinue or alter this plan for any reason. If I die, I ask that any future gifts be paid to my wife Candice Bernstein rather than to the executor or administrator of my estate.

_____
ELIOT BERNSTEIN
August ____, 2007

I, Candice Bernstein, understand the above terms and conditions of my husband's parents' proposed gift plan and find them acceptable. While I understand that it is my husband's parents' present intention to continue this plan indefinitely, I also understand that they may at any time discontinue or alter this plan for any reason.

_____
CANDICE BERNSTEIN
August ____, 2007

Your parents also want to have the opportunity to visit with their grandchildren at least four times a year. Your parents will either come to California or gladly pay all transportation costs for your children to come to another destination. You and Candice are more than welcome to join your children for these family visits.

My purpose in writing to you is to confirm in advance that your parents' plan is acceptable to you and to make sure that you understand that the payment of your health insurance premiums and other distributions will reduce any amounts that you may receive later. If you find these terms acceptable, please sign and date below and return one copy of this letter to me in the enclosed self addressed envelope.

I look forward to hearing from you. Please call me if you have any questions.

Sincerely,

JOHN A. HERRERA

I, Eliot Bernstein, understand the above terms and conditions of my parents' proposed gift plan and find them acceptable. While I understand that it is my parents' present intention to continue this plan indefinitely, I also understand that they may at any time discontinue or alter this plan for any reason. If I die, I ask that any future gifts be paid to my wife Candice Bernstein rather than to the executor or administrator of my estate.

ELIOT BERNSTEIN
August 15, 2007

I, Candice Bernstein, understand the above terms and conditions of my husband's parents' proposed gift plan and find them acceptable. While I understand that it is my husband's parents' present intention to continue this plan indefinitely, I also understand that they may at any time discontinue or alter this plan for any reason.

CANDICE BERNSTEIN
August ____, 2007

Electronically Filed 11/01/2013 10:43:07 AM ET

IN THE CIRCUIT COURT OF THE FIFTEENTH
JUDICIAL CIRCUIT OF FLORIDA, IN AND FOR
PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF
SHIRLEY BERNSTEIN

Case No.: 502011CP000653XXXXSB
Division: IY

Deceased.
_____/

ELIOT BERNSTEIN'S FIRST SET OF INTERROGATORIES PROPOUNDED ON THEODORE S. BERNSTEIN

COMES NOW, ELIOT BERNSTEIN, pursuant to Florida Rule of Civil Procedure Rule 1.340, and hereby propounds this First Set of Interrogatories on **THEODORE S. BERNSTEIN** in his capacity as Personal Representative of the estate and requests **THEODORE S. BERNSTEIN** to answer the Interrogatories under oath, in writing, on or before the thirtieth (30th) day after service of this request:

INSTRUCTIONS

1. In answering these interrogatories, you are required to furnish information not only within your own knowledge or obtainable by you, but also any information or knowledge in the possession of or obtainable by your attorneys, representatives, agents or anyone acting on your behalf or on their behalf.

2. If after exercising due diligence to secure the information, you are unable to answer the questions in full, answer as completely as possible and then explain the reason you are unable to answer more fully, and identify any person or persons able to supply the information.

3. In lieu of identifying any documents a true and correct copy thereof may be annexed to and incorporated in the answers to these Interrogatories. If any such document has already been furnished to the undersigned, only on reference to such document is necessary so as

to enable the undersigned to identify it.

4. If any requested information claimed to be privileged or immune from discovery, please list the following for each item claimed to be privileged;

a. a brief description of the nature and contents of the matter claimed to be privileged or immune;

b. the name, occupation and capacity of the individual from whom the privilege or immune matter emanated;

c. the name, occupation and capacity of the individual to whom the allegedly privileged or immune matter was directed;

d. the date the item bears; and

f. the privilege or immunity claimed.

DEFINITIONS

As used in these interrogatories and in all subsequent written discovery, the following definitions shall apply:

1. The terms "document" and "documents" shall include, but are not limited to, all paper material of any kind, whether written, typed, printed, punched, filmed or marked in any way; recording tape or wires; film, photographs, movies or any graphic matter however produced or reproduced; all mechanical or electronic sound recordings or transcripts thereof in the actual or constructive possession, custody or control of Defendant, or his representatives of which he or his representatives have knowledge.

2. The term "person" includes a corporation, partnership, other business association or entity, a natural person, and any government or governmental body, commission, board or

agency.

3. The terms "communication" and "communications" mean the act or fact of communicating, whether by correspondence, telephone, meeting or any occasion of joint or mutual presence, as well as the transfer of any document from one person to another.

4. The terms "identify" and "identification" when used in reference to any individual person mean to state his or her full name, present or last known address, and his or her present or last known employment position and business affiliation. When used in reference to a person other than an individual person, identify or identification mean to state whether such person is a corporation, partnership or other entity and its name, present or last known address and principal place of its business. Once any person has been identified properly, it shall be sufficient thereafter when identifying that same person to state his, her or its name only.

5. The terms "identify" and "identification" when used in reference to a document or documents mean to state the date, the author (or, if different, the signer or signers), the addressee, type of document (e.g. letter, email, memorandum, telegram, statement, check, chart, sketch, etc.), and any other means of identifying with sufficient particularity to meet the requirements for its inclusion in a Request for Production pursuant to Rule 1.350, Florida Rules of Civil Procedure. If any such document is no longer in your possession, or subject to your control, state what disposition was made of it and the reason for such disposition.

6. The term "identify written communication" shall include the name and address of the person signing the writing, the name and address of the addressee, the date of the writing, and the person or persons having possession of same in addition to the information requested in Paragraph 5.

7. The term "identify oral communication" shall include the nature of said communication, the date of said communication, the name and address of the person making said communication, the name and address of the person receiving said communication and the contents of said communication.

8. As used in this interrogatory, "life functions and activities of daily living" shall mean the things human beings normally do in daily living including: seeing, talking, walking, breathing, writing, reading, hearing, preparing meals, eating, drinking, bathing, dressing, undressing, transferring from bed to chair and back, control over urinary and fecal discharge, using the toilet, grooming, homemaking, leisure, shopping for groceries and supplies, using the telephone, managing money and taking medications.

9. The terms "you" and "yours" refer to **THEODORE S. BERNSTEIN**, his or her agents, employees, representatives and attorneys.

10. The term "Decedent" shall refer to **SHIRLEY BERNSTEIN**, his or her agents, employees, representatives and attorneys

11. The term "Estate" shall refer to **ESTATE OF SHIRLEY BERNSTEIN**.

12. The term "Trust" shall refer to **TRUST OF SHIRLEY BERNSTEIN**.

13. Unless otherwise specified in the interrogatory, the time period for the requested response shall be limited to **Date May 20, 2008** through the present.

INTERROGATORIES

1. Identify all pieces of jewelry that that belonged to the Decedent at any point in time during the last two years of her death. Please include in your answer a description of the jewelry, the estimated value of the jewelry, whether the jewelry was included in the estate. If the jewelry was not included in the Decedent's estate please explain how the jewelry was transferred prior to death. Please also include the names of any witnesses who have knowledge of the statements made in this answer.

ANSWER:

2. Did the Decedent own or rent a lock box, bank box, or safe deposit box? If so, for each box, please state the name and address of the bank or financial institution where the box was located, the box number or account number, the time period that the Decedent owned or rented the box, the contents of the box, the names of the people who had access to the box, the time period that the people had access to the box, an itemization of the items that were in the box during the last two years of the Decedent's life, and an itemization of the items that were in the box on the dated that the Decedent died.

ANSWER:

3. Did the Decedent have an insurance policy that insured her jewelry or any other personal property? If so, for each policy, please state the name and address of the insurer, the policy number, and the time period that the Decedent held the policy.

ANSWER:

4. Please describe all distributions or disbursements that were paid by or on behalf of the Estate, even if the distribution or disbursement was made by the Decedent's Trust on behalf of the Estate. Please be sure to identify all creditor's claims and any fees and costs that were paid.

ANSWER:

I AM AWARE THAT ANY MATERIALLY FALSE STATEMENT KNOWINGLY MADE WITH THE INTENT TO DEFRAUD OR MISLEAD SHALL SUBJECT ME TO THE PENALTY OF PERJURY AND MAY BE CONSIDERED A FRAUD UPON THE COURT.

_____
THEODORE S. BERNSTEIN

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared TED S. BERNSTEIN, who, after being first by me duly sworn, deposes and states that he is the person described in and who executed the attached or foregoing instrument, and he acknowledged before me that the facts contained therein are true and correct to the best of his knowledge and belief.

WITNESS my hand and official seal at the State and County aforesaid, this _____ day of _____, 2013.

_____
NOTARY PUBLIC, State of Florida

My Commission Expires

____ Personally known

____ Produced Identification- Type of Identification Produced _____

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing was furnished this 1st, day of November, 2013 via e-mail to Mark Manceri, Esq., via-email address: mrmlaw@comcast.net and to Robert Louis Spallina, Esq., via-email address: rspallina@tescherspallina.com.

Huth & Pratt
2101 N.W. Corporate Boulevard, Suite 400
Boca Raton, Florida 33431
Telephone: (561) 392-1800
Facsimile: (561) 392-3535

/s/ Brandan J. Pratt
Brandan J. Pratt, Esq.
Florida Bar No. 010745
Primary E-Mail: bpratt@huthpratt.com
Secondary E-mail: liza@huthpratt.com

Electronically Filed 11/01/2013 10:43:07 AM ET

IN THE CIRCUIT COURT OF THE FIFTEENTH
JUDICIAL CIRCUIT OF FLORIDA, IN AND FOR
PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF
SHIRLEY BERNSTEIN

Case No.: 502011CP000653XXXXSB
Division: IY

Deceased.
_____/

ELIOT BERNSTEIN'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS AND THINGS PROPOUNDED ON THEODORE S. BERNSTEIN

COMES NOW, **ELIOT BERNSTEIN**, pursuant to Florida Rule of Civil Procedure 1.350 and hereby requests **THEODORE S. BERNSTEIN** in his capacity as Personal Representative of the estate to produce the following at the offices of Huth & Pratt, 2101 NW Corporate Blvd., Suite 400, Boca Raton, Florida 33431 on or before the thirtieth (30th) day after service of this request:

DEFINITIONS

As used in this Request to Produce, "documents" and "tangible things" shall include, but is not limited to, writings of any kind; graphic, photographic or actual records or representations of any kind; electronic, mechanical, electrical or computer records or representations of any kind; including e-mail and other data compilations from which information can be obtained, translated, if necessary, by you through detection devises into a reasonably usable form; including original, reproductions, drafts, identical copies and non-identical copies, whether different from original by reason of notation made on the copy of otherwise.

As used in this Request to Produce, "persons" shall include natural persons, proprietorships, corporations, public corporations, municipal corporations, state governments, local governments, governmental agencies, political subdivisions, partnerships, groups, associations or other business or pubic organizations.

As used in this Request to Produce, "property" shall include real property, personal property, tangible property, intangible property, and property of any type or kind.

If any document called for by this Request for Production is withheld because you claim that information is contained in a document, tangible thing or communication protected by the attorney-client privilege, work product privilege, or other recognized privilege, you are requested to so state, specify for each such document, tangible thing or communication, its title, subject matter, sender, author, recipients of copies, each person to whom the original or any copy was circulated, the parties to the communication, the persons present during the communication, the purpose of the communication, the basis upon which the privilege is claimed, and the Request to Produce to which the document, tangible thing or communication is responsive.

As used in this Request to Produce, the term "Decedent" shall refer to **SHIRLEY BERNSTEIN**.

As used in this Request to Produce, the term "Estate" shall refer to **ESTATE OF SHIRLEY BERNSTEIN.**

As used in this Request to Produce, the term "Trust" shall refer to **TRUST OF SHIRLEY BERNSTEIN.**

REQUESTS FOR PRODUCTION

1. Please produce all documents and all physical evidence that evidence or relate to pieces of jewelry that that belonged to the Decedent at any point in time during the last two years of her death.

2. Please produce all documents and all physical evidence that evidence or relate any lock box, bank box, or safe deposit box that the Decedent owned (whether individually or jointly with any other person) during the last two years of her life. Please be sure to include any rental contracts, lease agreements, account opening forms, inventories, and logs associated with any such box.

3. Please produce all documents and all physical evidence that evidence or relate to any insurance policy that the Decedent had on any personal property that she owned during

the last two years of her life. Please be sure to include any personal property riders on any home owner's insurance policy.

4. Please produce all documents and all physical evidence that evidence or relate to any distributions or disbursements that were paid by or on behalf of the Estate, even if the distribution or disbursement was made by the Decedent's Trust on behalf of the Estate. Please be sure to produce documents related to any creditor's claims and any fees and costs that were paid.

5. Please produce any and all fee arrangements, fee agreements, retainer agreements, bills, account statements and settlement sheets that for any attorney who has been paid for rendering services to the Estate.

6. Please produce all separate writings or any other document in which the Decedent indicates where she wants her personal property to go upon her death.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing was furnished this 1st, day of November, 2013 via e-mail to Mark Manceri, Esq., via-email address: mrmlaw@comcast.net and to Robert Louis Spallina, Esq., via-email address: rspallina@tescherspallina.com.

Huth & Pratt
2101 N.W. Corporate Boulevard, Suite 400
Boca Raton, Florida 33431
Telephone: (561) 392-1800
Facsimile: (561) 392-3535

/s/ Brandan J. Pratt
Brandan J. Pratt, Esq.
Florida Bar No. 010745
Primary E-Mail: bpratt@huthpratt.com
Secondary E-mail: liza@huthpratt.com

Simon and Shirley Bernstein Estate
Estates/Trusts Analysis
As of 11/30/13

SIMON & SHIRLEY BERNSTEIN ASSETS/LIABILITIES	PROBATE INV. VALUE	TOTAL ASSETS	EXP/LIAB & DIST.	NAV at 11/30	Assets under Wills Children are Beneficiaries of Personal Property					Grandchildren as Trust Beneficiaries (all other assets of Shirley and Simon Trusts)									
					Ted	Pam	Lisa	Jill	Eliot	Alexandra	Eric	Michael	Molly	Carly	Max	Julia	Josh	Jake	Daniel
JPM - Simon Estate (Note 1)	77,491	79,492	(78,960)	532						53	53	53	53	53	53	53	53	53	53
JPM - Simon Trust (Note 1)	-	99,000	(48,823)	50,177						5,018	5,018	5,018	5,018	5,018	5,018	5,018	5,018	5,018	5,018
JPM - Shirley Trust Note 1)	-	1,515,574	(378,119)	1,137,455						113,746	113,746	113,746	113,746	113,746	113,746	113,746	113,746	113,746	113,746
JPM - Bernstein LLLP (Note 2)	-	545,948	-	545,948						54,595	54,595	54,595	54,595	54,595	54,595	54,595	54,595	54,595	54,595
JPM - Bernstein Holdings, LLC		41,736	(1,758)	39,978						3,998	3,998	3,998	3,998	3,998	3,998	3,998	3,998	3,998	3,998
JPM - R/O Simon IRA (former DBP - NSA)	519,266	519,266	(2,434)	516,832						51,683	51,683	51,683	51,683	51,683	51,683	51,683	51,683	51,683	51,683
Legacy Bank (Note 1 and Note 3)	384			-															
Wells Fargo (Note 1 and Note 3)	1,599			-															
Sabadell - Simon Estate (Note 1 and Note 4)	15,062	78,518	(67,199)	11,319						1,132	1,132	1,132	1,132	1,132	1,132	1,132	1,132	1,132	1,132
Monarch Life Proceeds (Note 4)	4,000	-	-	-															
Cincinatti Life Proceeds (Note 4)	7,685	-	-	-															
US Life Proceeds (Note 4)	50,800	-	-	-															
Jewelry	63,205	63,205	-	63,205	12,641	12,641	12,641	12,641	12,641	6,321	6,321	6,321	6,321	6,321	6,321	6,321	6,321	6,321	6,321
Furniture & Furnishings	51,135	51,135	-	51,135	10,227	10,227	10,227	10,227	10,227	5,114	5,114	5,114	5,114	5,114	5,114	5,114	5,114	5,114	5,114
Note Receivable (Note 5)	365,000	365,000	-	365,000						36,500	36,500	36,500	36,500	36,500	36,500	36,500	36,500	36,500	36,500
LIC Shares (33%) (assumes no value per Ted)	-	-	-	-						-	-	-	-	-	-	-	-	-	-
7020 Lionshead - (Shirley Trust)	-	1,350,000	-	1,350,000						135,000	135,000	135,000	135,000	135,000	135,000	135,000	135,000	135,000	135,000
Wells Fargo Loan (7020 Lionshead)	-	-	(530,000)	(530,000)						(53,000)	(53,000)	(53,000)	(53,000)	(53,000)	(53,000)	(53,000)	(53,000)	(53,000)	(53,000)
TOTAL FOR DISTRIBUTION	**1,155,629**	**4,708,874**	**(1,107,293)**	**3,601,581**	**22,868**	**22,868**	**22,868**	**22,868**	**22,868**	**360,158**	**360,158**	**360,158**	**360,158**	**360,158**	**360,158**	**360,158**	**360,158**	**360,158**	**360,158**

OUTSIDE OF ESTATE

Insurance	$ 1,600,000	(divided equally among Ted, Pam, Lisa, Jill and Eliot unless money comes to the Estate then divided among the ten grandchildren but subject to creditor claims)
John Hancock - Simon 401K (Arbitrage)	$ 17,575	(divided equally among 10 grandchildren)

Note 1 - Sabadell "Total Assets" amount includes balance of Legacy Bank account of $369.25, balance of Wells Fargo Bank account of $206.63, and life insurance proceeds from Monarch, Cincinatti and US Life deposited to Sabadell account.

Note 2 - Reconciliation prepared by JP Morgan as minimal activity other than original funding of Shirley and Simon Trust accounts, loan and repayment activity for Shirley Trust, and dividends and other brokerage activity.

Note 3 - Legacy Bank closing balance of $369.25 deposited into Sabadell acount; Wells Fargo closing balance of $206.63 also deposited into Sabadell acount.

Note 4 - insurance proceeds deposited in Sabadell account.

Note 5 - requires that Eliot obtain financing on home to pay off loans owed to Walt Sahm (first mortgage) and then Estate (second mortgage) by Bernstein Family Realty. If not, then Estate must foreclose on property or make arrangements with EB to collect on Note.

Simon and Shirley Bernstein Estate
Estates/Trusts Analysis
As of 11/30/13

SIMON & SHIRLEY BERNSTEIN ASSETS/LIABILITIES	PROBATE INV. VALUE	TOTAL ASSETS	EXP/LIAB & DIST.	NAV at 11/30	Assets under Wills Children are Beneficiaries of Personal Property					Grandchildren as Trust Beneficiaries (all other assets of Shirley and Simon Trusts)									
					Ted	Pam	Lisa	Jill	Eliot	Alexandra	Eric	Michael	Molly	Carly	Max	Julia	Josh	Jake	Daniel
JPM - Simon Estate (Note 1)	77,491	79,492	(78,960)	532						53	53	53	53	53	53	53	53	53	53
JPM - Simon Trust (Note 1)	-	99,000	(48,823)	50,177						5,018	5,018	5,018	5,018	5,018	5,018	5,018	5,018	5,018	5,018
JPM - Shirley Trust Note 1)	-	1,515,574	(378,119)	1,137,455						113,746	113,746	113,746	113,746	113,746	113,746	113,746	113,746	113,746	113,746
JPM - Bernstein LLLP (Note 2)	-	545,948	-	545,948						54,595	54,595	54,595	54,595	54,595	54,595	54,595	54,595	54,595	54,595
JPM - Bernstein Holdings, LLC		41,736	(1,758)	39,978						3,998	3,998	3,998	3,998	3,998	3,998	3,998	3,998	3,998	3,998
JPM - R/O Simon IRA (former DBP - NSA)	519,266	519,266	(2,434)	516,832						51,683	51,683	51,683	51,683	51,683	51,683	51,683	51,683	51,683	51,683
Legacy Bank (Note 1 and Note 3)	384			-															
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Sabadell - Simon Estate (Note 1 and Note 4)	15,062	78,518	(67,199)	11,319						1,132	1,132	1,132	1,132	1,132	1,132	1,132	1,132	1,132	1,132
Monarch Life Proceeds (Note 4)	4,000	-	-	-															
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Jewelry	63,205	63,205	-	63,205	12,641	12,641	12,641	12,641	12,641	6,321	6,321	6,321	6,321	6,321	6,321	6,321	6,321	6,321	6,321
Furniture & Furnishings	51,135	51,135	-	51,135	10,227	10,227	10,227	10,227	10,227	5,114	5,114	5,114	5,114	5,114	5,114	5,114	5,114	5,114	5,114
Note Receivable (Note 5)	365,000	365,000	-	365,000						36,500	36,500	36,500	36,500	36,500	36,500	36,500	36,500	36,500	36,500
LIC Shares (33%) (assumes no value per Ted)	-	-	-	-						-	-	-	-	-	-	-	-	-	-
7020 Lionshead - (Shirley Trust)	-	1,350,000	-	1,350,000						135,000	135,000	135,000	135,000	135,000	135,000	135,000	135,000	135,000	135,000
Wells Fargo Loan (7020 Lionshead)	-	-	(530,000)	(530,000)						(53,000)	(53,000)	(53,000)	(53,000)	(53,000)	(53,000)	(53,000)	(53,000)	(53,000)	(53,000)
TOTAL FOR DISTRIBUTION	**1,155,629**	**4,708,874**	**(1,107,293)**	**3,601,581**	**22,868**	**22,868**	**22,868**	**22,868**	**22,868**	**360,158**	**360,158**	**360,158**	**360,158**	**360,158**	**360,158**	**360,158**	**360,158**	**360,158**	**360,158**

OUTSIDE OF ESTATE

Insurance	$ 1,600,000	(divided equally among Ted, Pam, Lisa, Jill and Eliot unless money comes to the Estate then divided among the ten grandchildren but subject to creditor claims)
John Hancock - Simon 401K (Arbitrage)	$ 17,575	(divided equally among 10 grandchildren)

Note 1 - Sabadell "Total Assets" amount includes balance of Legacy Bank account of $369.25, balance of Wells Fargo Bank account of $206.63, and life insurance proceeds from Monarch, Cincinatti and US Life deposited to Sabadell account.

Note 2 - Reconciliation prepared by JP Morgan as minimal activity other than original funding of Shirley and Simon Trust accounts, loan and repayment activity for Shirley Trust, and dividends and other brokerage activity.

Note 3 - Legacy Bank closing balance of $369.25 deposited into Sabadell acount; Wells Fargo closing balance of $206.63 also deposited into Sabadell acount.

Note 4 - insurance proceeds deposited in Sabadell account.

Note 5 - requires that Eliot obtain financing on home to pay off loans owed to Walt Sahm (first mortgage) and then Estate (second mortgage) by Bernstein Family Realty. If not, then Estate must foreclose on property or make arrangements with EB to collect on Note.

D. Kimberly Moran admitted to making a false or fraudulent acknowledgment of the instrument being notarized, in violation of Section 117.105, Florida Statutes.

E. Kimberly Moran amended the instrument after the party had signed, in violation of Section 117.107(7), Florida Statutes.

BEING FULLY ADVISED in the premise, and in accordance with the Florida Constitution and the laws of the State of Florida, this Executive Order is issued

Section 1. Kimberly Moran is suspended from the public office which she now holds: Notary Public of the State of Florida.

Section 2. Kimberly Moran is prohibited from performing any official act, duty, or function of this public office; from receiving any pay or allowance; and from being entitled to any of the emoluments or privileges of this public office during the period of suspension, which period shall begin, today, until further Executive Order is issued, or as otherwise provided by law.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 14th day of October, 2013.

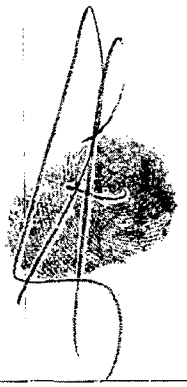
RICK SCOTT, GOVERNOR

ATTEST:

SECRETARY OF STATE

FILED
2013 OCT 14 AM 9:40
DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

EXHIBIT 3 – PALM BEACH COUNTY SHERIFF REPORT



PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 1
CASE NO. 13097087 OFFENSE REPORT CASE NO. 13097087
DISPOSITION: OPEN
DIVISION: ROAD PATROL

911:
IMPRSNTE PUB OF * * *
SIGNAL CODE: 53 CRIME CODE: 4 NON CRIME CODE: CODE: 260D 07/15/13 MONDAY
ZONE: F52 GRID: DEPUTY I.D.: 7657 NAME: LONGSWORTH ERIA ASSIST: TIME D 1218 A 1235 C 1333
OCCURRED BETWEEN DATE: 07/15/13 , 1241 HOURS AND DATE: 07/15/13 , 1330 HOURS
EXCEPTION TYPE:
INCIDENT LOCATION: 17501 S STATE RD 7 APT. NO.:
CITY: BOCA RATON STATE: FL ZIP: 33498

NO. OFFENSES: 01 NO. OFFENDERS: 01 NO. VEHICLES STOLEN: 0 NO. PREMISES ENTERED: 0
LOCATION: GOVERNMENT / PUBLIC BUILDING
NO. VICTIMS: 01 NO. ARRESTED: 0 FORCED ENTRY: 0

OFFENSE NO. 1 FLORIDA STATE STATUTE: 843 0855 3 CIS CODE 260D

NAME LIST:
ROLE:
COMPLAINANT ELLIOT I BERNSTEIN DOB: 09/30/1963
SEX: M RACE: W HT: 510 WT: 185 HR: BROWN EYE: HAZEL
RESIDENTIAL ADDRESS: 2753 NW 34TH ST BOCA RATON FL 33434 HOME PHONE:561 245-8588
BUSINESS PHONE: 561 886-7628
OTHER ROBERT L SPALLINA DOB: 06/09/1965
SEX: M RACE: W HT: 0 WT: 0 HR: UNKNOWN EYE: UNKNOWN
RESIDENTIAL ADDRESS: 6855 TECHNOLOGY WY BOCA RATON FL 33431 HOME PHONE:561 997-7008
BUSINESS PHONE: 561 000-0000
OTHER TED BERNSTEIN DOB: 08/27/1959
SEX: M RACE: W HT: 0 WT: 0 HR: UNKNOWN EYE: UNKNOWN
RESIDENTIAL ADDRESS: 800 BERKELEY ST BOCA RATON FL 33484 HOME PHONE:561 988-8984
BUSINESS PHONE: 561 000-0000
OTHER SIMON BERNSTEIN DOB: 12/02/1935
SEX: M RACE: W HT: 506 WT: 180 HR: GRAY EYE: BROWN
RESIDENTIAL ADDRESS: 7020 LIONSHEAD LA BOCA RATON FL 33496 HOME PHONE:561 000-0000
BUSINESS PHONE: 561 000-0000
ARRESTEE KIMBERLY MORAN DOB: 10/24/1972
SEX: F RACE: W HT: 505 WT: 135 HR: BROWN EYE: BROWN
RESIDENTIAL ADDRESS: 6362 LAS FLORES DR APT. 4 BOCA RATON FL 33433 HOME PHONE:561 000-0000
BUSINESS PHONE: 561 000-0000

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PALM BEACH COUNTY SHERIFF'S OFFICE
OFFENSE REPORT

CASE NO. 13097087 PAGE 2
CASE NO. 13097087
DISPOSITION: OPEN

ROLE:
OTHER ROLE NO. 4
NAMES LAST FIRST MIDDLE J/S R/S DOB
REAL... SIMON PAMELA W F

ADDRESS NO. STREET SFX DIR APT# CITY ST ZIP
BUSINESS 950 MICHIGAN AV N 2603 CHICAGO IL 60035

PHONE #S HOME OTHER BUSINESS
000 0000 000 0000 (312) 819 7474

ROLE:
OTHER ROLE NO. 5
NAMES LAST FIRST MIDDLE J/S R/S DOB
REAL... IANTONI JILL W F

ADDRESS NO. STREET SFX DIR APT# CITY ST ZIP
BUSINESS 2101 MAGNOLIA LA HIGHLAND PARK IL 60035

PHONE #S HOME OTHER BUSINESS
(847) 831 4915 000 0000 (312) 804 2318

ROLE:
OTHER ROLE NO. 6
NAMES LAST FIRST MIDDLE J/S R/S DOB
REAL... FRIEDSTEIN LISA S W F

ADDRESS NO. STREET SFX DIR APT# CITY ST ZIP
BUSINESS 2142 CHURCHILL LA HIGHLAND PARK IL 60035

PHONE #S HOME OTHER BUSINESS
(847) 877 4633 000 0000 (312) 000 0000

OFFENSE INDICATOR: OFFENSE 1 VICTIM NUMBER: 1
VICTIM TYPE: UNKNOWN
RESIDENCE TYPE: NOT APPLICABLE RESIDENCE STATUS: NOT APPLICABLE

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PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 3
CASE NO. 13097087 OFFENSE REPORT CASE NO. 13097087
DISPOSITION: OPEN

EXTENT OF INJURY: NONE
INJURY TYPE(1): NOT APPLICABLE
INJURY TYPE(2): NOT APPLICABLE
VICTIM RELATION: NOT APPLICABLE

ON 071513, I RESPONDED TO THE DISTRICT VII SUBSTATION LOCATED AT 17901 SOUTH STATE ROAD 7, UNINCORPORATED BOCA RATON, FLORIDA IN REFERENCE TO A REPORT OF FRAUD.

UPON ARRIVAL, I MADE CONTACT WITH THE COMPLAINANT INSIDE OF THE DISTRICT VII LOBBY. THE COMPLAINANT VERBALLY IDENTIFIED HIMSELF AS ELLIOT I. BERNSTEIN. ELLIOT STATED THAT SINCE SEPTEMBER OF 2012 THERE HAVE BEEN SEVERAL FRAUDULENT AND FORGED DOCUMENTS THAT HAVE BEEN FILED IN THE SOUTH COUNTY COURTHOUSE LOCATED AT 200 WEST ATLANTIC AVENUE, DELRAY BEACH, FLORIDA. ELLIOT ADVISED THAT THESE FRAUDULENT/FORGED DOCUMENTS WERE FILED WITH THE SOUTH COUNTY COURTHOUSE TO MISAPPROPRIATE ASSETS ILLEGALLY FROM THE ESTATES OF SIMON AND SHIRLEY BERNSTEIN (DECEASED PARENTS). ELLIOT TOLD ME THAT THESE DOCUMENTS WERE PREPARED AND EXECUTED BY ATTORNEYS DONALD TESCHER AND ROBERT SPALLINA OF TESCHER AND SPALLINA AND THAT THESE DOCUMENTS WERE FOR POWER OF ATTORNEY OVER THE TWO (2) ESTATES WHICH WERE VALUED BETWEEN 20 TO 50 MILLION DOLLARS. ACCORDING TO ELLIOT, HIS BROTHER, THEODORE STUART BERNSTEIN, ALSO HAD INVOLVEMENT WITH THE FILING OF THESE FRAUDULENT/FORGED DOCUMENTS.

WHILE SPEAKING TO ELLIOT, HE SHOWED ME SEVERAL COURT DOCUMENTS WHICH HE ALLEGED ARE COPIES OF THE FRAUDULENT/FORGED DOCUMENTS THAT WERE FILED AT THE COURT HOUSE. ELLIOT COMPLETED A SWORN WRITTEN STATEMENT AND I COMPLETED A VICTIM/WITNESS CASE INFORMATION FORM IN WHICH ELLIOT WAS GIVEN ALONG WITH COPIES OF HIS FOUR (4) PAGE SWORN WRITTEN STATEMENT.

DUE TO THE MONETARY AMOUNT AND THE ALLEGATIONS THAT WERE MADE REGARDING THE FILING OF FRAUDULENT/FORGED DOCUMENTS AT THE SOUTH COUNTY COURTHOUSE, THIS CASE WILL BE FORWARDED TO THE PBSO FINANCIAL CRIMES DIVISION.

THIS CASE WAS COMPLETED AT THIS TIME FOR DOCUMENTATION PURPOSES ONLY.

D/S B.E. LONGSWORTH/ID 7657/TRANS:072313/ALS
DICT:071613/2115HRS.

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PALM BEACH COUNTY SHERIFF'S OFFICE PAGE: 1
CASE NO. 13097087 SUPPLEMENT 1 OFFENSE REPORT CASE NO. 13097087
DISPOSITION: ZULU
DIVISION: DETECTIVE

911:
IMPRSNTE PUB OF * * *
SIGNAL CODE: 53 CRIME CODE: NON CRIME CODE: OT CODE: 2600 08/14/13 MONDAY
ZONE: P52 GRID: DEPUTY I.D.: 7704 NAME: MILLER ASSIST: TIME D 1216 A 1235 C 1333
OCCURRED BETWEEN DATE: 07/15/13 , 1241 HOURS AND DATE: 07/15/13 , 1330 HOURS
EXCEPTION TYPE:
INCIDENT LOCATION: 17901 S STATE RD 7 APT. NO.:
CITY: BOCA RATON STATE: FL ZIP: 33498

NO. OFFENSES: 01 NO. OFFENDERS: 01 NO. VEHICLES STOLEN: 0 NO. PREMISES ENTERED: 0
LOCATION: GOVERNMENT / PUBLIC BUILDING
NO. VICTIMS: 01 NO. ARRESTED: 0 FORCED ENTRY: 0

OFFENSE NO. 1 FLORIDA STATE STATUTE: 843 0855 3 CIS CODE 2600

AFTER BEING ASSIGNED THE FOLLOW-UP INVESTIGATION IN REGARDS TO THIS CASE, I ATTEMPTED TO MAKE CONTACT WITH ELLIOT BERNSTEIN VIA PHONE ON BOTH 08/13/13 AND 08/14/13. MESSAGES WERE LEFT FOR HIM TO CONTACT ME ON BOTH NUMBERS PROVIDED IN THE ORIGINAL REPORT. THIS CONCLUDES MY SUPPLEMENTAL REPORT.
DETECTIVE RYAN W. MILLER #7704
08/14/13 @ 1241 HRS.
TRANS. VIA EMAIL/COPY/PASTE: 08/15/2013/MDR/#6405

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EXHIBIT
Confidential Pursuant to Confidentiality Order

PALM BEACH COUNTY SHERIFF'S OFFICE PAGE: 1
CASE NO. 13097087 SUPPLEMENT 2 OFFENSE REPORT CASE NO. 13097087
DISPOSITION: ZULU
DIVISION: DETECTIVE

911:
IMPRINTE PUB OF * * *
SIGNAL CODE: 53 CRIME CODE: NON CRIME CODE: OT CODE: 260D 08/20/13 MONDAY
ZONE: F52 GRID: DEPUTY I.D.: 7704 NAME: MILLER ASSIST: TIME D 1213 A 1235 C 1333
OCCURRED BETWEEN DATE: 07/15/13 , 1241 HOURS AND DATE: 07/15/13 , 1330 HOURS
EXCEPTION TYPE:
INCIDENT LOCATION: 17901 S STATE RD 7 APT. NO.:
CITY: BOCA RATON STATE: FL ZIP: 33498

NO. OFFENSES: 01 NO. OFFENDERS: 01 NO. VEHICLES STOLEN: 0 NO. PREMISES ENTERED: 0
LOCATION: GOVERNMENT / PUBLIC BUILDING
NO. VICTIMS: 01 NO. ARRESTED: 0 FORCED ENTRY: 0

OFFENSE NO. 1 FLORIDA STATE STATUTE: 843 0855 3 CIS CODE 260D

AFTER BEING ASSIGNED THE FOLLOW-UP INVESTIGATION IN REGARDS TO THIS INCIDENT, I WAS ABLE TO MAKE CONTACT WITH ELLIOT BERNSTEIN VIA PHONE. ELLIOT SUPPLIED ME WITH AN E-MAIL WHICH CONTAINED 567 DOCUMENTS WHICH HE STATES ARE PERTINENT TO THIS CASE. I AM CURRENTLY REVIEWING THE DOCUMENTS AND STATEMENT HE PROVIDED. FURTHER INVESTIGATION WILL CONSIST OF MEETING WITH ELLIOT IN THE NEAR FUTURE TO GO OVER HIS STATEMENT AND THE DOCUMENTS HE SUPPLIED. THIS CASE REMAINS OPEN.
DETECTIVE RYAN W. MILLER #7704
08/20/13 @ 1430 HRS.
TRANS. VIA EMAIL/COPY/PASTE: 08/21/2013/MDR/#6405

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EXHIBIT

PALM BEACH COUNTY SHERIFF'S OFFICE PAGE: 1
CASE NO. 13097087 SUPPLEMENT 3 OFFENSE REPORT CASE NO. 13097087
DISPOSITION: OPEN
DIVISION: DETECTIVE

911:
IMPRNTE DUE OF
SIGNAL CODE: 53 CRIME CODE: NON CRIME CODE: OT CODE: 260D 09/25/13 MONDAY
ZONE: F52 GRID: DEPUTY I.D.: 7704 NAME: MILLER ASSIST: TIME D 1216 A 1235 C 1333
OCCURRED BETWEEN DATE: 07/15/13 , 1241 HOURS AND DATE: 07/15/13 , 1330 HOURS
EXCEPTION TYPE:
INCIDENT LOCATION: 17901 S STATE RD 7 APT. NO.:
CITY: BOCA RATON STATE: FL ZIP: 33498

NO. OFFENSES: 01 NO. OFFENDERS: 01 NO. VEHICLES STOLEN: 0 NO. PREMISES ENTERED: 0
LOCATION: GOVERNMENT / PUBLIC BUILDING
NO. VICTIMS: 01 NO. ARRESTED: 0 FORCED ENTRY: 0

OFFENSE NO. 1 FLORIDA STATE STATUTE: 843 0855 3 CIS CODE 260D

ON AUGUST 23, 2013 I MET WITH ELIOT BERNSTEIN REFERENCE HIS COMPLAINT. HE STATED THAT DUE TO SOME DOCUMENTS BEING FRAUDULENTLY NOTARIZED A LARGER FRAUD HAS OCCURRED. HE SUPPLIED ME WITH COPIES OF A DOCUMENT TITLED: WAIVER OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE: WAIVER OF SERVICE OF PETITION FOR DISCHARGE: AND RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE, FOR THE ESTATE OF SHIRLEY BERNSTEIN, WHO IS ELIOT'S DECEASED MOTHER.

ELIOT STATED THAT IN THE FIRST PART (BELIEVED TO BE APRIL) OF 2012, HIS FATHER HAD A MEETING WITH HIM AND HIS FOUR SIBLINGS (TED, PAMELA, JILL, & LISA). I HAVE SINCE FOUND OUT THAT THIS WAS A CONFERENCE CALL WHICH TOOK PLACE AT THE OFFICE OF ATTORNEY ROBERT SPALLINA, WHO IS/WAS THE ATTORNEY FOR SIMON AND SHIRLEY BERNSTEIN. IT SHOULD BE NOTED THAT SIMON HAS SINCE PASSED, WHICH OCCURRED ON OR ABOUT SEPTEMBER 13, 2012. AT THIS CONFERENCE CALL, WHICH WAS IN THE FIRST PART OF 2012, SIMON BERNSTEIN REVEALED TO HIS CHILDREN THAT HE WOULD LIKE THEM TO SIGN THE AFOREMENTIONED WAIVER. IT IS BELIEVED THAT THERE WAS ALSO SOME DISCUSSION OF INHERITANCE AND WHO WAS TO GET WHAT UPON SIMON'S PASSING.

INVESTIGATION REVEALED THAT ALL FIVE CHILDREN AND SIMON SIGNED THE AFOREMENTIONED WAIVER THAT WAS SENT TO THEM BY SPALLINA'S LEGAL ASSISTANT, KIMBERLY MORAN. I SPOKE WITH MORAN ON 09/24/13 AND SHE ADMITTED TO SENDING OUT THE WAIVER AS TOLD TO BY HER BOSS. THE WAIVERS WERE THEN SIGNED AND RETURNED. SIMON'S WAS SIGNED ON 04/09/12 AND ELIOT'S ON MAY 15, 2012. IT WAS FOUND THAT THE OTHER SIBLINGS DID NOT RETURN THEIR DOCUMENT FOR SEVERAL MONTHS. MORAN STATED SHE HAD TO CONDUCT FOLLOW-UP E-MAILS AND PHONE CALLS TO GET THE

EXHIBIT
Eliot Bernstein Family Document Collection

PALM BEACH COUNTY SHERIFF'S OFFICE PAGE: 2
CASE NO. 13097087 SUPPLEMENT 3 OFFENSE REPORT CASE NO. 13097087
DISPOSITION: OPEN

DOCUMENTS RETURNED. THEY WERE FINALLY RETURNED IN AUGUST AND OCTOBER OF 2012. MORAN STATED SHE FILED THE DOCUMENTS WITH THE COURT IN OCTOBER OF 2012. SHE RECEIVED A MEMORANDUM FOR JUDGE MARTIN COLIN'S CASE MANAGER, ASTRIDE LIMOUZIN, STATING THE DOCUMENTS WERE NOT NOTARIZED AND THEY NEED TO BE. MORAN STATED THAT AT THIS TIME, SHE TOOK IT UPON HERSELF TO TRACE EACH SIGNATURE OF THE SIX MEMBERS OF THE BERNSTEIN FAMILY ONTO ANOTHER COPY OF THE ORIGINAL WAIVER DOCUMENT. SHE THEN NOTARIZED THEM AND RESUBMITTED THEM TO THE COURTS. WHEN I INTERVIEWED HER ON 09/24/13, SHE STATED SHE DID NOT REALLY HAVE A REASON WHY SHE FORGED THE SIGNATURES, OTHER THAN TO WAYBE SAVE TIME.

I SPOKE WITH LISA AND JILL VIA PHONE ON SEPTEMBER 10, 2013. THEY STATED THAT AS FAR AS THEY KNOW, THE FRAUDULENT NOTARIZATION CHANGED NOTHING WITH THE ESTATE SINCE THEY WILLINGLY AND KNOWINGLY SIGNED THE ORIGINAL DOCUMENTS. THEY STATED THAT THEY DO NOT WISH TO PURSUE ANYTHING CRIMINALLY . I SPOKE WITH TED ON 09/24/13. HE ALSO STATED THAT THE MISTAKE DID NOT AFFECT THE ESTATE AND DOES NOT WISH TO PURSUE ANYTHING CRIMINALLY. TO DATE PAMELA HAS NOT RESPONDED TO MY PHONE MESSAGES OR E-MAILS.

D/S MARK BEREY WAS PRESENT DURING MY INTERVIEWS WITH MORAN, TED, AND SPALLINA. WE SPOKE TO MORAN ALONE. THE INTERVIEW WAS RECORDED. SHE ADMITTED TO MAKE A POOR DECISION, BUT STATED SHE DID NOT BENEFIT FINANCIALLY FROM HER ACTIONS. WE ALSO SPOKE WITH SPALLINA ALONE. SPALLINA STATED HE WAS NOT AWARE OF MORAN'S ACTIONS UNTIL SHE TOLD HIM. MORAN STATED SHE WAS MADE AWARE THAT OTHERS HAD CAUGHT ONTO WHAT SHE DID ONCE SHE RECEIVED NOTICE FROM THE GOVERNOR'S OFFICE, NOTARY EDUCATION DIVISION. ELIOT FILED A COMPLAINT ON HER WITH THE STATE. I WAS SUPPLIED WITH A COPY OF THE COMPLAINT AND CORRESPONDENCE BY ELIOT. I ALSO SPOKE WITH ERIN TUPER MAKING HER AWARE OF MY INVESTIGATION. ELIOT SUPPLIED A SWORN WRITTEN STATEMENT TO THE ORIGINAL REPORTING DEPUTY, STATING THAT HE WISHES TO PURSUE CRIMINAL CHARGES. ELIOT ALSO TOLD ME HIMSELF THAT HE WISHES TO PURSUE CHARGES ANY CRIMINAL WRONGDOINGS IN THIS CASE. IN SPEAKING WITH SPALLINA, WE FOUND THAT THE DOCUMENT IN QUESTIONS CHANGES THE INHERITANCE OF PERSONAL PROPERTY IN THE ESTATE OF SHIRLEY BERNSTEIN FROM SIMON AND SHIRLEY'S CHILDREN TO THEIR GRANDCHILDREN.

D/S BEREY AND I ALSO REVIEWED ALL E-MAILS AND ATTACHMENTS (MAINLY COURT DOCUMENTS) SUPPLIED BY ELIOT. WE FOUND THAT MOST OF THE INFORMATION WAS RELATED TO THE ONGOING CIVIL CASE INVOLVING THE TRUSTS AND ESTATES OF SHIRLEY AND SIMON BERNSTEIN. THE ONLY CRIMINAL WRONGDOINGS FOUND ARE THE AFOREMENTIONED FRAUDULENTLY NOTARIZED DOCUMENTS.

IT SHOULD BE NOTED THAT ON 9/25/13 ELIOT'S WIFE, CANDICE BERNSTEIN CALLED ME AND MENTIONED THAT SHE WAS FEELING A CONCERN FOR THE SAFETY OF HER AND ELIOT. SHE STATED IT IS JUST A FEELING SHE HAD DUE TO RISING TENSIONS IN THIS ONGOING COURT BATTLE. I ASKED HER IF ANYONE HAS THREATENED HER OR HER HUSBAND AND SHE SAID NO, JUST PEOPLE INVOLVED KNOW PEOPLE WHO HAVE HIGH INFLUENTIAL

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EXHIBIT CONFIDENTIAL

PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 3
CASE NO. 13097087 SUPPLEMENT 3 OFFENSE REPORT CASE NO. 13097087
DISPOSITION: OPEN

ABILITIES. ELIOT WOULD NOT ELABORATE, BUT DID STATE THAT HE HAS ONGOING FEDERAL COURT BATTLES AND BELIEVES HE IS BEING TARGETED BY PEOPLE DUE TO HIS PATENTS AND INVENTIONS. AT THIS TIME, I HAVE NO EVIDENCE TO SHOW THEY ARE IN ANY HARM'S WAY REGARDING MY INVESTIGATION OR GENERALLY SPEAKING.

BASED ON THE FACTS AND FINDINGS OF THIS INVESTIGATION, I FIND PROBABLE CAUSE FOR THE ARREST OF MORAN FOR CRIMINAL ACTIONS UNDER THE COLOR OF LAW OR THROUGH USE OF SIMULATED LEGAL PROCESS, F.S.S. 843.0855 (3), DUE TO THE FACT THAT SHE DID WILLINGLY AND KNOWINGLY SIMULATE A LEGAL PROCESS OF A LEGAL DOCUMENT REGARDING PERSONAL PROPERTY, KNOWING THAT THE DOCUMENT CONTAINED FRAUDULENT SIGNATURES. THIS CASE REMAINS OPEN.

DETECTIVE RYAN W. MILLER #7704
09/25/13 @ 1433 HRS.
TRANS. VIA EMAIL/COPY/PASTE: 09/25/2013/MD/#6405

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PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 1
CASE NO. 13097087 SUPPLEMENT 4 OFFENSE REPORT CASE NO. 13097087
DISPOSITION: OPEN
DIVISION: DETECTIVE

911:
IMPRSNTE PUB OF * * *
SIGNAL CODE: 53 CRIME CODE: NON CRIME CODE: OT CODE: 260D 09/27/13 MONDAY
ZONE: F52 GRID: DEPUTY I.D.: 7704 NAME: MILLER ASSIST: TIME D 1218 A 1235 C 1333
OCCURRED BETWEEN DATE: 07/15/13 , 1241 HOURS AND DATE: 07/15/13 , 1330 HOURS
EXCEPTION TYPE:
INCIDENT LOCATION: 17901 S STATE RD 7 APT. NO.:
CITY: BOCA RATON STATE: FL ZIP: 33498

NO. OFFENSES: 01 NO. OFFENDERS: 01 NO. VEHICLES STOLEN: 0 NO. PREMISES ENTERED: 0
LOCATION: GOVERNMENT / PUBLIC BUILDING
NO. VICTIMS: 01 NO. ARRESTED: 0 FORCED ENTRY: 0

OFFENSE NO. 1 FLORIDA STATE STATUTE: 843 0855 3 CIS CODE 260D

THIS CASE WAS FILED WITH THE PALM BEACH COUNTY STATE ATTORNEY'S OFFICE ON 09/27/13. THIS CASE REMAINS OPEN.
DETECTIVE RYAN W. MILLER #7704
09/27/13 @ 1311 HRS.
TRANS. VIA EMAIL/COPY/PASTE: 09/30/2013/MDR/#6405

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PALM BEACH COUNTY SHERIFF'S OFFICE PAGE: 1
CASE NO. 13097087 SUPPLEMENT 5 OFFENSE REPORT CASE NO. 13097087
DISPOSITION: OPEN
DIVISION: DETECTIVE
911:
IMPRINTS PUB OF * * *
SIGNAL CODE: 53 CRIME CODE: NON CRIME CODE: OT CODE: 260D 10/08/13 MONDAY
ZONE: F52 GRID: DEPUTY I.D.: 7704 NAME: MILLER ASSIST: TIME D 1210 A 1235 C 1333
OCCURRED BETWEEN DATE: 07/15/13 , 1241 HOURS AND DATE: 07/15/13 , 1330 HOURS
EXCEPTION TYPE:
INCIDENT LOCATION: 17901 S STATE RD 7 APT. NO.:
CITY: BOCA RATON STATE: FL ZIP: 33498

NO. OFFENSES: 01 NO. OFFENDERS: 01 NO. VEHICLES STOLEN: 0 NO. PREMISES ENTERED: 0
LOCATION: GOVERNMENT / PUBLIC BUILDING
NO. VICTIMS: 01 NO. ARRESTED: 0 FORCED ENTRY: 0

OFFENSE NO. 1 FLORIDA STATE STATUTE: 843 0855 3 CIS CODE 260D

ON 10/07/13 I RECEIVED AN E-MAIL FROM THE STATE ATTORNEY'S OFFICE STATING THEY HAVE REVIEWED THE CASE AND CHARGES WILL BE FILED. ON 10/08/13 I SPOKE WITH ELIOT AND MADE HIM AWARE OF MY FINDINGS IN THIS CASE. HE ALSO SUPPLIED ME WITH NEW COURT DOCUMENTS, WHICH WERE FORWARDED TO THE SAO. THIS CASE REMAINS OPEN.
DETECTIVE RYAN MILLER #7704
10/08/13 @ 1033 HRS.
TRANS. VIA EMAIL/COPY/PASTE: 10/08/2013/MDR/#6405

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CONFIDENTIAL

PALM BEACH COUNTY SHERIFF'S OFFICE

CASE NO. 13097087 SUPPLEMENT 6 OFFENSE REPORT PAGE: 1

CASE NO. 13097087

DISPOSITION: CLEARED BY ARREST

911: DIVISION: DETECTIVE

IMPRINTE PUB OF

SIGNAL CODE: 53 CRIME CODE: NON CRIME CODE: OT CODE: 260D 10/29/13 MONDAY

ZONE: F52 GRID: DEPUTY I.D.: 7704 NAME: MILLER ASSIST: TIME D 1218 A 1235 C 1333

OCCURRED BETWEEN DATE: 07/15/13 , 1241 HOURS AND DATE: 07/15/13 1330 HOURS

EXCEPTION TYPE:

INCIDENT LOCATION: 17901 S STATE RD 7 APT. NO.:

CITY: BOCA RATON STATE: FL ZIP: 33498

NO. OFFENSES: 01 NO. OFFENDERS: 01 NO. VEHICLES STOLEN: 0 NO. PREMISES ENTERED: 0

LOCATION: GOVERNMENT / PUBLIC BUILDING

NO. VICTIMS: 01 NO. ARRESTED: 1 FORCED ENTRY: 0

OFFENSE NO. 1 FLORIDA STATE STATUTE: 843 0855 3 CIS CODE 260D

ON 10/25/13 KIMBERLY MORAN TURNED HERSELF IN REFERENCE A CAPIAS ISSUED IN THIS CASE. THIS CASE IS NOW CLEARED BY ARREST.

DETECTIVE RYAN W. MILLER #7704

10/29/13 @ 1505 HRS.

TRANS. VIA EMAIL/COPY/PASTE: 10/30/2013/MDR/#6405

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CONFIDENTIAL

PALM BEACH COUNTY SHERIFF'S OFFICE
CENTRAL RECORDS
FSS EXEMPTIONS/CONFIDENTIAL

- ☐ 119.071(2)(c) Active criminal intelligence/active criminal investigative information
- ☐ 119.071(2)(e) Confession
- ☐ 365.171(15) Identity of 911 caller or person requesting emergency service
- ☐ 119.071(2)(d) Surveillance techniques, procedures, and personnel; inventory of law enforcement resources, policies or plans pertaining to mobilization, deployment or tactical operations
- ☐ 119.071(2)(l) Assets of crime victim
- ☐ 119.071(5)(a)(5) Social security numbers held by agency
- ☐ 119.071(5)(b) Bank account #, debit, charge and credit card numbers held by an agency
- ☑ 395.3025(7)(a) and/or 456.057(7)(a) Medical information
- ☐ 943.053/943.0525 NCIC/FCIC/FBI and in-state FDLE/DOC
- ☐ 119.07(4)(d) Extra fee if request is voluminous or requires extensive personnel, technology
- ☐ 119.071(5)(g)1 Biometric Identification Information (Fingerprints, palm prints, and footprints)
- ☐ 119.071(2)(f) Confidential Informants
- ☐ 316.066(5)(a) Crash reports are confidential for period of 60 days after the report is filed
- ☐ 119.071(2)(h)(1) Identity of victim of sexual battery, lewd and lascivious offense upon a person less than 16 years old, child abuse, sexual offense
- ☐ 985.04(1) Juvenile offender records
- ☐ 119.0712(2) Personal information contained in a motor vehicle record
- ☐ 119.071(2)(b) Criminal intelligence/investigative information from a non-Florida criminal justice agency
- ☐ 394.4615(7) Mental health information
- ☐ 119.071(4)(c) Undercover personnel
- ☐ 119.071(4)(d)(1) Home address, telephone, soc. security #, photos of active/former LE personnel, spouses and children

☐ Other:

Case No:12-121312	Tracking No.: n/a	Clerk Name/ID: Hall/9205	Date: 1/31/2013

Revised 03/04/2011

01/31/2013 12:05 5618283183 CENTRALRECORDS #2517 P.001/004

P A L M B E A C H C O U N T Y S H E R I F F ' S O F F I C E PAGE 1
CASE NO. 12121312 O F F E N S E R E P O R T CASE NO. 12121312
DISPOSITION: ZULU
DIVISION: ROAD PATROL

POLICE SERVICE CALL
SIGNAL CODE: 68 CRIME CODE: NON CRIME CODE: PS CODE: 9568 09/13/12 THURSDAY
ZONE: C21 GRID: DEPUTY I.D.: 8826 NAME: HAUGH VINCENT ASSIST: TIME D 1155 A 1211 C 1522
OCCURRED BETWEEN DATE: 09/12/12 , 0830 HOURS AND DATE: 09/13/12 , 0100 HOURS
EXCEPTION TYPE:
INCIDENT LOCATION: 7020 LIONS HEAD LA APT. NO.:
CITY: BOCA RATON STATE: FL ZIP: 33496

NO. OFFENSES: 00 NO. OFFENDERS: UK NO. VEHICLES STOLEN: 0 NO. PREMISES ENTERED: 0
LOCATION: RESIDENCE - SINGLE FAMILY
NO. VICTIMS: 00 NO. ARRESTED: 0 FORCED ENTRY: 0

..
NAME LIST:
ROLE:
OTHER SIMON BERNSTEIN DOB: 12/02/1935
SEX: M RACE: W HT: 505 WT: 180 HR: GRAY EYE: BROWN
RESIDENTIAL ADDRESS: 7020 LIONSHEAD LA BOCA RATON FL 33496 HOME PHONE:561 000-0000
BUSINESS PHONE: 561 000-0000
OTHER TED BERNSTEIN DOB: 08/27/1959
SEX: M RACE: W HT: 0 WT: 0 HR: UNKNOWN EYE: UNKNOWN
RESIDENTIAL ADDRESS: 12344 MELROSE WY BOCA RATON FL 33428 HOME PHONE:561 213-2322
BUSINESS PHONE: 561 000-0000
OTHER ELLIOT I BERNSTEIN DOB: 09/30/1963
SEX: M RACE: W HT: 510 WT: 185 HR: BROWN EYE: HAZEL
RESIDENTIAL ADDRESS: 2753 NW 34TH ST BOCA RATON FL 33434 HOME PHONE:561 886-7627
BUSINESS PHONE: 561 000-0000
OTHER RACHEL WALKER DOB: 03/05/1984
SEX: F RACE: W HT: 508 WT: 130 HR: BLOND EYE: BLUE
RESIDENTIAL ADDRESS: 99 SE MIZNER BD BOCA RATON FL 33434 HOME PHONE:561 000-0000
BUSINESS PHONE: 561 000-0000
OTHER MARITZ UCCIO DOB: 04/23/1966
SEX: F RACE: W HT: 502 WT: 120 HR: BROWN EYE: BROWN
RESIDENTIAL ADDRESS: 7020 LYONS HEAD LA BOCA RATON FL 33496 HOME PHONE:561 305-2999
BUSINESS PHONE: 561 000-0000
OTHER LISA FRIEDSTEIN DOB: 03/15/1967
SEX: F RACE: W HT: 501 WT: 120 HR: BROWN EYE: BROWN
RESIDENTIAL ADDRESS: 2142 CHURCHILL LA HIGHLAND IL 60035 HOME PHONE:847 877-4633
BUSINESS PHONE: 561 000-0000
..

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PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 2
CASE NO. 12121312 OFFENSE REPORT CASE NO. 12121312
DISPOSITION: ZULU

ON 9/13/12 AT 1211 HOURS, I RESPONDED TO 7020 LYONS HEAD LANE, UNINCORPORATED BOCA RATON, FL., AND MET WITH TED BERNSTEIN AND HIS SISTER AND BROTHER, LISA FRIEDSTEIN AND ELLIOT BERNSTEIN, IN REFERENCE TO A POLICE ASSIST. TED ADVISED HIS FATHER, SIMON BERNSTEIN WAS TAKEN TO DELRAY COMMUNITY HOSPITAL AT 1000 HOURS ON 9/12/12 AND PASSED AWAY AT 0100 HOURS ON 9/13/12. HE EXPLAINED WHILE AT THE HOSPITAL HE WAS ADVISED BY SIMON'S CARETAKER, RACHEL WALKER THAT SIMON'S LIVE-IN GIRLFRIEND, MARITZA PUCCIO MIGHT HAVE PROVIDED SIMON WITH A LARGER THEN PRESCRIBED DOSE OF HIS [redacted] MEDICATION AS WELL AS ONE OF HER PRESCRIBED [redacted] SLEEPING PILLS, WHICH COULD OF CAUSED HIS DEATH. HE SAID HE VOICED HIS CONCERNS TO THE DOCTORS AT DELRAY COMMUNITY HOSPITAL BUT THEY ADVISED THERE DID NOT APPEAR TO BE ANY SUSPICIOUS CIRCUMSTANCES SURROUNDING SIMON'S DEATH AND THEY WOULD NOT BE CONDUCTING AN AUTOSPY. TED CONTACTED BOTH A PRIVATE COMPANY AND THE PALM BEACH COUNTY MEDICAL EXAMINER'S OFFICE REGARDING HAVING AN AUTOSPY CONDUCTED. BOTH ADVISED HE SHOULD CONTACT THE PALM BEACH COUNTY SHERIFF'S OFFICE.

AFTER SPEAKING WITH TED, I SPOKE WITH RACHEL. RACHEL STARTED BY TELLING ME THAT SIMON SUFFERED FROM SEVERAL AILMENTS TO INCLUDE, [redacted] AND HE HAD [redacted] APPROXIMATELY 2 YEARS AGO, WHICH WAS ONE OF SEVERAL [redacted]. SIMON WAS RECENTLY PLACED ON [redacted] FOR THE [redacted], WHICH SHE SAID EFFECTED HIS MENTAL FACULTIES. RACHEL ADVISED WHEN SHE ARRIVED AT SIMON'S HOUSE AT 0830 HOURS ON 9/12/12, SHE FOUND SIMON LYING ON THE COUCH IN THE LIVING ROOM. HE WAS AWAKE AND BREATHING BUT HE HAD A VERY LOW HEART BEAT AND WAS UNAWARE OF HIS SURROUNDINGS. RACHEL SAID SHORTLY AFTER HER ARRIVAL MARITZA RETURNED HOME. THEY HAD A BRIEF ARGUMENT OVER WHETHER OR NOT THEY SHOULD BRING SIMON TO THE HOSPITAL AS RACHEL SAYS MARITZA DID NOT BELIEVE HE NEEDED TO GO TO THE HOSPITAL AT THIS TIME. RACHEL SAID THAT SHE FINALLY TOLD MARITZA THAT SHE WAS GOING TO TAKE HIM TO THE HOSPITAL BY HERSELF. SHE SAID SHE LEFT THE HOUSE APPROXIMATELY 1000 HOURS FOR THE HOSPITAL. RACHEL WENT ONTO TELL ME THAT MARITZA PROVIDED SIMON WITH ONE OF HER PRESCRIBED [redacted] SLEEPING PILLS ON THE NIGHT OF 9/8/12. SHE ALSO SAID SIMON WAS PRESCRIBED 100 [redacted] PILLS ON 9/7/12 AND SHE BELIEVE THAT MARITZA WAS PROVIDING SIMON WITH LARGER THEN PRESCRIBED DOSES OF [redacted]. RACHEL TOLD ME SHE BELIEVED THERE WERE ONLY 30 PILLS LEFT IN THE BOTTLE AT THE TIME OF SIMON'S DEATH. I LATER COUNTED THE BOTTLE OF [redacted]. THERE WERE 90.5 PILLS IN THE

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PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 3
CASE NO. 12121312 OFFENSE REPORT CASE NO. 12121312
DISPOSITION: ZULU

BOTTLE SHOWING THAT SIMON DID NOT TAKE MORE THAN PRESCRIBED.
IT SHOULD ALSO BE NOTED THAT I SPOKE WITH ELLIOT, WHO SAID HE WAS AT DINNER WITH SIMON AND MARITZA ON 9/8/12 AND OBSERVED HIS FATHER TELL MARITZA THAT HE WANTED ONE OF HER [redacted] SLEEPING PILLS BECAUSE HE COULD NOT SLEEP. ELLIOT SAID THEY HAD A BRIEF ARGUMENT OVER THIS AS MARITZA REFUSED TO ALLOW SIMON TO TAKE ONE OF HER PILLS INITIALLY. AT THIS TIME SGT. CASTELLI ARIVED ON SCENE AND WAS ADVISED OF THE CASE.
HE MADE CONTACT WITH VCD AND THE MEDICAL EXAMINER'S OFFICE. HE WAS ADVISED TO HAVE ME CONTACT DELRAY COMMUNITY HOSPITAL TO PUT A HOLD ON SIMON'S BODY FOR [redacted] FROM THE MEDICAL EXAMINER'S OFFICE WHO WOULD CHECK ON THE SITUATION THE NEXT DAY. I WAS ALSO ADVISED TO EMAIL A COPY OF THE REPORT TO [redacted] WITH THE MEDICAL EXAMINER'S OFFICE. DELRAY COMMUNITY HOSPITAL WAS CONTACTED AND A HOLD WAS PLACED ON SIMON'S BODY AND [redacted] WAS EMAILED.
THIS REPORT IS FOR INFORMATION PURPOSES.
D/S HAUGH #8826
TRANS: 9/14/12 DG#4495
DICT: 9/13/12 @ 1700 HRS.

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IN THE CIRCUIT COURT OF THE FIFTEEN JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: THE ESTATE OF
SHIRLEY BERNSTEIN,
Deceased
/

CASE NO. 502011CP000653XXXXSB

HON. JUDGE MARTIN H. COLIN

ELIOT IVAN BERNSTEIN, PRO SE
PETITIONER,

V.

TESCHER & SPALLINA, P.A., (AND ALL PARTNERS, ASSOCIATES AND OF COUNSEL),
ROBERT L. SPALLINA, ESQ., PERSONALLY,
ROBERT L. SPALLINA, ESQ., PROFESSIONALLY,
DONALD R. TESCHER, ESQ., PERSONALLY,
DONALD R. TESCHER, ESQ., PROFESSIONALLY,
THEODORE STUART BERNSTEIN, INDIVIDUALLY,
THEODORE STUART BERNSTEIN, AS ALLEGED PERSONAL REPRESENTATIVE,
THEODORE STUART BERNSTEIN, AS ALLEGED TRUSTEE AND SUCCESSOR TRUSTEE PERSONALLY,
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THEODORE STUART BERNSTEIN, AS TRUSTEE FOR HIS CHILDREN,
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PAMELA BETH SIMON, INDIVIDUALLY,
PAMELA BETH SIMON, AS TRUSTEE FOR HER CHILDREN,
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MARK MANCERI, ESQ., PROFESSIONALLY,
MARK R. MANCERI, P.A. (AND ALL PARTNERS, ASSOCIATES AND OF COUNSEL)

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MAX FRIEDSTEIN – LISA MINOR CHILD
CARLY FRIEDSTEIN – LISA MINOR CHILD
JOHN AND JANE DOE'S (1-5000)
_____/

MOTION TO ADD RESPONDENTS

COMES NOW, Eliot Ivan Bernstein ("Petitioner"), as Beneficiary and Interested Party both for himself personally and for his three minor children who may also be Beneficiaries and Interested Parties of the Estate of Shirley Bernstein ("Shirley"), PRO SE, and hereby files this his Motion to Add Respondents dated December 31, 2013 and in support thereof states, as follows:

That Petitioner requests to add the following Respondents under Florida Statutes 736.0201 and any other applicable statutes;

1. That Petitioner requests this court to add as Respondent the "Shirley Bernstein Trust Agreement" dated May 20, 2008.

2. That Petitioner requests this court to add as Respondent Theodore Stuart

Bernstein, as alleged Successor Trustee of the "Shirley Bernstein Trust Agreement" dated May 20, 2008.

3. That Petitioner requests this court to add as Respondent Robert Spallina, Donald Tescher and their law firm Tescher & Spallina, P.A. as counsel to Simon Bernstein in his capacity as trustee of the "Shirley Bernstein Trust Agreement" dated May 20, 2008.

Eliot Bernstein, Pro Se and as legal guardian
on behalf of his minor three children

X

CERTIFICATE OF SERVICE

I, ELIOT IVAN BERNSTEIN, HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by email to all parties on the following Service List, December 31, 2013.

Eliot Bernstein, Pro Se and as legal guardian
on behalf of his minor three children

X

SERVICE LIST

Respondents sent US Mail and Email

Robert L. Spallina, Esq.
Tescher & Spallina, P.A.
Boca Village Corporate Center I
4855 Technology Way
Suite 720
Boca Raton, FL 33431
rspallina@tescherspallina.com

Donald Tescher, Esq.
Tescher & Spallina, P.A.
Boca Village Corporate Center I
4855 Technology Way
Suite 720
Boca Raton, FL 33431
dtescher@tescherspallina.com

Theodore Stuart Bernstein
Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, Florida 33487
tbernstein@lifeinsuranceconcepts.com

Mark R. Manceri and
Mark R. Manceri, P.A.
2929 East Commercial Boulevard
Suite 702
Fort Lauderdale, FL 33308
mrmlaw@comcast.net

Interested Parties and Trustees for Beneficiaries

Lisa Sue Friedstein
2142 Churchill Lane
Highland Park IL 60035
Lisa@friedsteins.com
lisa.friedstein@gmail.com

Jill Marla Iantoni
2101 Magnolia Lane
Highland Park, IL 60035

jilliantoni@gmail.com
Iantoni_jill@ne.bah.com

Pamela Beth Simon
950 North Michigan Avenue
Suite 2603
Chicago, IL 60611
psimon@stpcorp.com

Eliot Ivan Bernstein
2753 NW 34th St.
Boca Raton, FL 33434
iviewit@iviewit.tv
iviewit@gmail.com

JOSHUA ENNIO ZANDER BERNSTEIN (ELIOT MINOR CHILD)
JACOB NOAH ARCHIE BERNSTEIN (ELIOT MINOR CHILD)
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MAX FRIEDSTEIN – LISA MINOR CHILD
CARLY FRIEDSTEIN – LISA MINOR CHILD

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF SHIRLEY BERNSTEIN, **PROBATE DIVISION**

Deceased. **CASE NO: 502011CP000653XXXXSB**

/

ELIOT IVAN BERNSTEIN, PRO SE **DIVISION: COLIN**

Petitioner

vs.

TESCHER & SPALLINA, P.A., (and all parties associates and of counsel); ROBERT L. SPALLINA (both personally & professionally); DONALD R. TESCHER (both personally & professionally); THEODORE STUART BERNSTEIN (as alleged personal representative, trustee, successor trustee) (both personally and professionally); and JOHN and JANE DOE'S (1-5000),

Respondents.

/

ORDER ON STATUS CONFERENCE

THIS CAUSE came before the Court on January 2, 2014, on the Status Conference set pursuant to the instructions of the Court and the Court having reviewed the file and heard the argument(s) of the interested persons or their counsel and being otherwise fully advised in the premises, it is hereupon, ORDERED AND ADJUDGED, as follows:

1. The Motion to Transfer the Estate of Simon Bernstein currently pending before Judge Phillips to Judge Colin is granted.
2. The Estate of Simon Bernstein shall retain

It's separate Case number and the Estate of Shirley Bernstein shall retain it's separate Case number.

3. All future pleadings or papers in both Estates shall be filed in Judge Colin's Division who shall have exclusive jurisdiction over both Estates from the date of this Order.

DONE AND ORDERED in Chambers, at Delray Beach, Palm Beach County, Florida, this 2 day of January, 2014.

HONORABLE MARTIN H. COLIN
CIRCUIT COURT JUDGE

Copies furnished to:
Mark R. Manceri, Esq.
Peter Feaman, Esq.
Eliot Ivan Bernstein
All Interested Persons

IN THE CIRCUIT COURT OF THE FIFTEEN JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE. THE ESTATE OF
SHIRLEY BERNSTEIN,
Deceased

CASE NO. 502011CP000653XXXXSB

HON. JUDGE MARTIN H. COLIN

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ELIOT IVAN BERNSTEIN, PRO SE
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_____/

MOTION TO:
(I) STRIKE ALL PLEADINGS OF MANCERI AND REMOVE HIM AS COUNSEL; (II) FOR EMERGENCY INTERIM DISTRIBUTIONS AND FAMILY ALLOWANCE; (III) FOR FULL ACCOUNTING DUE TO ALLEGED THEFT OF ASSETS AND FALSIFIED INVENTORIES; (IV) NOT CONSOLIDATE THE ESTATE CASES OF SIMON AND SHIRLEY BUT POSSIBLY INSTEAD DISQUALIFY YOUR HONOR AS A MATTER OF LAW DUE TO DIRECT INVOLVEMENT IN FORGED AND FRAUDULENTLY NOTARIZED DOCUMENTS FILED BY OFFICERS OF THIS COURT AND APPROVED BY YOUR HONOR DIRECTLY; (V) THE COURT TO SET AN EMERGENCY HEARING ON ITS OWN MOTION DUE TO PROVEN FRAUD AND FORGERY IN THE ESTATE OF SHIRLEY CAUSED IN PART BY OFFICERS OF THE COURT AND THE DAMAGING AND DANGEROUS FINANCIAL EFFECT IT IS HAVING ON PETITIONER, INCLUDING THREE MINOR CHILDREN AND IMMEDIATELY HEAR ALL PETITIONER'S PRIOR MOTIONS IN THE ORDER THEY WERE FILED

COMES NOW, Eliot Ivan Bernstein ("Petitioner"), as Beneficiary and Interested Party both for himself personally and for his three minor children who may also be Beneficiaries and Interested Parties of the Estate of Shirley Bernstein ("Shirley") as Guardian

and Trustee, PRO SE[1]. and hereby files this his Motion to (I) STRIKE ALL PLEADINGS OF MANCERI AND REMOVE HIM AS COUNSEL: (II) FOR EMERGENCY INTERIM DISTRIBUTIONS AND FAMILY ALLOWANCE; (III) FOR FULL ACCOUNTING DUE TO ALLEGED THEFT OF ASSETS AND FALSIFIED INVENTORIES: (IV) NOT CONSOLIDATE THE ESTATE CASES OF SIMON AND SHIRLEY BUT POSSIBLY INSTEAD DISQUALIFY YOUR HONOR AS A MATTER OF LAW DUE TO DIRECT INVOLVEMENT IN FORGED AND FRAUDULENTLY NOTARIZED DOCUMENTS FILED BY OFFICERS OF THIS COURT AND APPROVED BY YOUR HONOR DIRECTLY: (V) THE COURT TO SET AN EMERGENCY HEARING ON ITS OWN MOTION DUE TO PROVEN FRAUD AND FORGERY IN THE ESTATE OF SHIRLEY CAUSED IN PART BY OFFICERS OF THE COURT AND THE DAMAGING AND DANGEROUS FINANCIAL EFFECT IT IS HAVING ON PETITIONER, INCLUDING THREE MINOR CHILDREN AND IMMEDIATELY HEAR ALL PETITIONER'S PRIOR MOTIONS IN THE ORDER THEY WERE FILED dated January 02, 2014 and in support thereof states. on information and belief, as follows:

BACKGROUND

1. That first off, Judge Martin Colin may not be able to review these Motions herein, including requests for Emergency Hearings to be scheduled immediately. as possible

[1] Pleadings in this case are being filed by Plaintiff In Propria Persona, wherein pleadings are to be considered without regard to technicalities. Propria, pleadings are not to be held to the same high standards of perfection as practicing lawyers. See Haines v. Kerner 92 Sct 594, also See Power 914 F2d 1459 (11th Cir1990), also See Hulsey v. Ownes 63 F3d 354 (5th Cir 1995). also See In Re: HALL v. BELLMON 935 F.2d 1106 (10th Cir. 1991)."
In Puckett v. Cox, it was held that a pro-se pleading requires less stringent reading than one drafted by a lawyer (456 F2d 233 (1972 Sixth Circuit USCA). Justice Black in Conley v. Gibson, 355 U.S. 41 at 48 (1957)"The Federal Rules rejects the approach that pleading is a game of skill in which one misstep by counsel may be decisive to the outcome and accept the principle that the purpose of pleading is to facilitate a proper decision on the merits." According to Rule 8(f) FRCP and the State Court rule which holds that all pleadings shall be construed to do substantial justice.

Disqualification of Judge Colin is asserted in Motion for valid legal reasons under law and it would appear improper under law for a Judge to adjudicate his own Disqualification Motion. As Emergency Hearings due to life threatening situations thrust upon Petitioner by Fiduciaries and Counsel in these matters, who have been proven to have committed criminal acts in and upon this Court and the Beneficiaries as fully defined herein and in prior unheard Motions and Petitions filed by Petitioner since May 2013 and largely unheard by this Court, ruling on these Motions herein must be had be NON CONFLICTED justices of the Court who are not involved in the nexus of events defined herein. That Petitioner is requesting this Court take Judicial Notice of the criminal acts proven of Officers of the Court and others and make on its own Motion an EMERGENCY HEARING FOR EMERGENCY RELIEF to Petitioner and his three minor children, which would have to be heard in a timely fashion as Emergencies.

2. That Petitioner prudently filed all of the following Motions and Petitions in the Estates of Shirley and Simon timely since May 2013 that remain largely unheard in particular to each Motion within the pleadings and languishing before the courts of Judge French and Your Honor and that have not been responded to by several of the Respondents since May 2013 and may impart their default as well;

PRIOR MOTIONS AND PETITIONS FILED BY PETITIONER

i. That on May 6, 2013 Petitioner filed an **"EMERGENCY PETITION TO: FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SIMON/SHIRLEY BERNSTEIN AND MORE."** Filed in both estates.

- www.iviewit.tv/20130506PetitionFreezeEstates.pdf 15th Judicial Florida Probate Court and
- www.iviewit.tv/20130512MotionRehearReopenObstruction.pdf US District Court Southern District of New York, Most Honorable Shira A. Scheindlin. Pages 156-582 reference estate matters in Simon and Shirley as it relates to RICO allegations.

ii. That on May 29, 2013, Petitioner filed a **"RENEWED EMERGENCY PETITION" in the estates of Shirley and Simon.**

- www.iviewit.tv/20130529RenewedEmergencyPetitionShirley.pdf

iii. That on June 26, 2013, Docket #39 Petitioner filed in both estates a **"MOTION TO: CONSIDER IN ORDINARY COURSE THE EMERGENCY PETITION TO FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SHIRLEY BERNSTEIN AND MORE FILED BY PETITIONER."**

- www.iviewit.tv/20130626MotionReconsiderOrdinaryCourseShirley.pdf

iv. That on July 15, 2013, Petitioner filed a **"MOTION TO RESPOND TO THE PETITIONS BY THE RESPONDENTS" in both estates.**

- www.iviewit.tv/20130714MotionRespondPetitionShirley.pdf

v. That on July 24, 2013, Petitioner filed a **"MOTION TO REMOVE PERSONAL REPRESENTATIVES"** for insurance fraud and more in both estates.

- www.iviewit.tv/20130724ShirleyMotionRemovePR.pdf

vi. That on August 28, 2013, Petitioner filed a **"NOTICE OF MOTION FOR: INTERIM DISTRIBUTION FOR BENEFICIARIES NECESSARY LIVING EXPENSES, FAMILY ALLOWANCE, LEGAL COUNSEL EXPENSES TO BE PAID BY PERSONAL REPRESENTATIVES AND REIMBURSEMENT TO BENEFICIARIES SCHOOL TRUST FUNDS"** in both estates.

- www.iviewit.tv/20130828MotionFamilyAllowanceSHIRLEY.pdf

vii. That on September 04, 2013, ELIOT filed Docket #TBD, in the estate of Simon, a **"NOTICE OF EMERGENCY MOTION TO FREEZE ESTATES OF SIMON BERNSTEIN DUE TO ADMITTED AND ACKNOWLEDGED NOTARY PUBLIC FORGERY, FRAUD AND MORE BY THE LAW FIRM OF TESCHER & SPALLINA, P.A., ROBERT SPALLINA AND DONALD TESCHER ACTING AS ALLEGED PERSONAL REPRESENTATIVES AND THEIR LEGAL ASSISTANT AND NOTARY PUBLIC, KIMBERLY MORAN: MOTION FOR INTERIM DISTRIBUTION DUE TO EXTORTION BY ALLEGED PERSONAL REPRESENTATIVES AND OTHERS; MOTION TO STRIKE THE MOTION OF SPALLINA TO REOPEN THE ESTATE OF SHIRLEY; CONTINUED MOTION FOR REMOVAL OF ALLEGED PERSONAL REPRESENTATIVES AND ALLEGED SUCCESSOR TRUSTEE."** Hereby incorporated by reference in entirety herein.

- www.iviewit.tv/20130904MotionFreezeEstatesSHIRLEYDueToAdmittedNotaryFraud.pdf .

viii. That on September 21, 2013 Petitioner filed in the IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT COURT ILLINOIS EASTERN DIVISION, Case No.. 13-cv-03643, an Answer and Cross Claim titled **"ELIOT IVAN BERNSTEIN ("ELIOT") (1) ANSWER TO JACKSON NATIONAL LIFE INSURANCE COMPANY ("JACKSON") ANSWER AND COUNTER-CLAIM AND THIRD-PARTY COMPLAINT FOR INTERPLEADER AND (2) CROSS CLAIM."**

- www.iviewit.tv/20130921AnswerJacksonSimonEstateHeritage.pdf

ix. That on October 10, 2013 Petitioner filed in Shirley's estate case Motions titled,

(I) MOTION TO ORDER ALL DOCUMENTS BOTH CERTIFIED AND VERIFIED REGARDING ESTATES OF SHIRLEY AND SIMON (SIMON'S DOCUMENT ARE REQUESTED AS IT RELATES TO SHIRLEY'S ALLEGED CHANGES IN BENEFICIARIES) BE SENT TO ELIOT AND HIS CHILDREN IMMEDIATELY IN PREPARATION FOR THE EVIDENTIARY HEARING ORDERED BY THIS COURT

(II) MOTION TO FOLLOW UP ON SEPTEMBER 13, 2013 HEARING AND CLARIFY AND SET STRAIGHT THE RECORD

(III) MOTION TO COMPEL FOR IMMEDIATE, EMERGENCY RELIEF!!!, INTERIM DISTRIBUTIONS AND FAMILY ALLOWANCE FOR ELIOT, CANDICE & THEIR THREE MINOR CHILDREN DUE TO ADMITTED AND ACKNOWLEDGED FRAUD BY FIDUCIARIES OF THE ESTATE OF SHIRLEY AND ALLEGED CONTINUED EXTORTION

(IV) MOTION TO CORRECT AND DETERMINE THE BENEFICIARIES OF THE ESTATE BASED ON PRIOR CLOSING OF THE ESTATE THROUGH FRAUD ON THE COURT BY USING FRAUDULENT DOCUMENTS SIGNED BY SIMON WHILE HE WAS DEAD AND POSITED BY SIMON IN THIS COURT WHEN HE WAS DEAD AS PART OF A LARGER FRAUD ON THE ESTATE BENEFICIARIES

(V) MOTION TO ASSIGN NEW PERSONAL REPRESENTATIVES AND ESTATE COUNSEL TO THE ESTATE OF SHIRLEY FOR BREACHES OF FIDUCIARY DUTIES AND TRUST, VIOLATIONS OF PROFESSIONAL ETHICS, VIOLATIONS OF LAW, INCLUDING BUT NOT LIMITED TO ADMITTED AND ACKNOWLEDGED FRAUD, ADMITTED AND ACKNOWLEDGED FRAUD ON THE COURT, ALLEGED FORGERY, INSURANCE FRAUD, REAL PROPERTY FRAUD AND MORE

(VI) MOTION FOR GUARDIAN AD LITUM FOR THE CHILDREN OF TED, P. SIMON, IANTONI AND FRIEDSTEIN AND ASSIGN A TRUSTEE AD LITUM FOR TED FOR CONFLICTS OF INTEREST, CONVERSION AND MORE

(VII) MOTION TO RECONSIDER AND RESCIND ORDER ISSUED BY THIS COURT "ORDER ON NOTICE OF EMERGENCY MOTION TO FREEZE ASSETS" ON SEPTEMBER 24TH FOR ERRORS AND MORE AND

(VIII) MOTION TO RECONSIDER AND RESCIND ORDER ISSUED BY THIS COURT "AGREED ORDER TO REOPEN THE ESTATE AND APPOINT SUCCESSOR PERSONAL REPRESENTATIVES" ON SEPTEMBER 24TH FOR ERRORS AND MORE

- www.iviewit.tv/20131010MotionCompelFreezeYouHavetheRighttoRemainSilent.pdf

x. That on October 10, 2013 Petitioner filed in Simon's estate, a **"PETITION TO DETERMINE AND RELEASE TITLE OF EXEMPT PROPERTY."**

- www.iviewit.tv/20131010PETITIONDETERMINERELEASETITLEOFEXEMPTPROPERTYJOSHUAKIA.pdf

xi. That on December 08, 2013 Petitioner filed in the IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT COURT ILLINOIS EASTERN DIVISION, Case No.. 13-cv-03643, a motion titled, **"(1) MOTION TO STRIKE PLEADINGS AND REMOVE ADAM SIMON FROM LEGAL REPRESENTATION IN THIS LAWSUIT OTHER THAN AS DEFENDANT FOR FRAUD ON THE COURT AND ABUSE OF PROCESS AND (2) MOTION TO REMOVE ADAM SIMON FROM LEGAL REPRESENTATION ON BEHALF OF ANY PARTIES IN THIS LAWSUIT OTHER THAN AS A DEFENDANT PRO SE or REPRESENTED BY INDEPENDENT NON-CONFLICTED COUNSEL."**

- www.iviewit.tv/20131208MotionStrikePleadingAdamSimonForFraudOnCourt.pdf

xii. That on December 10, 2013 Petitioner filed in the estate of Shirley, an Objection titled **"BENEFICIARY AND INTERESTED PARTY ELIOT BERNSTEIN OBJECTIONS TO SUCCESSOR PERSONAL REPRESENTATIVE' S OBJECTIONS TO FIRST SET OF INTERROGATORIES AND FIRST REQUEST FOR PRODUCTION OF DOCUMENTS AND THINGS PROPOUNDED BY ELIOT BERNSTEIN"**

- www.iviewit.tv/20131210PetitionerObjectionToObjectionsToDiscovery.pdf

xiii. That on December 10, 2013 Petitioner filed in the estate of Shirley, a **"MOTION TO TAX ATTORNEY' S FEES AND COSTS AND IMPOSE SANCTIONS."**

- www.iviewit.tv/20131210TaxAttorneyFees.pdf

xiv. That on December 17, 2013 Petitioner filed in the estate of Simon, a "OBJECTION TO MOTION TO STRIKE PETITION TO DETERMINE AND RELEASE TITLE OF EXEMPT PROPERTY"

- www.iviewit.tv/20131217ObjectionToMotionReKIAFrench.pdf

3. That the following Motions and Petitions were filed by Petitioner in the courts that remain unheard other than limited items by this Court, including Motions for all of the following.

i. MOTION TO FREEZE ESTATE ASSETS,
ii. MOTION TO APPOINT NEW PERSONAL REPRESENTATIVES,
iii. MOTION TO INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES,
iv. MOTION TO RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SHIRLEY BERNSTEIN.
v. MOTION TO RESPOND TO THE PETITIONS BY THE RESPONDENTS,
vi. SECOND MOTION TO REMOVE PERSONAL REPRESENTATIVES,
vii. MOTION FOR INTERIM DISTRIBUTION FOR BENEFICIARIES NECESSARY LIVING EXPENSES,
viii. MOTION FOR FAMILY ALLOWANCE,
ix. MOTION FOR LEGAL COUNSEL EXPENSES TO BE PAID BY PERSONAL REPRESENTATIVES.
x. MOTION FOR REIMBURSEMENT TO BENEFICIARIES SCHOOL TRUST FUNDS,
xi. SECOND MOTION TO FREEZE ESTATES OF SIMON BERNSTEIN DUE TO ADMITTED AND ACKNOWLEDGED NOTARY PUBLIC FORGERY, FRAUD AND MORE BY THE LAW FIRM OF TESCHER & SPALLINA. P.A., ROBERT SPALLINA AND DONALD TESCHER

ACTING AS ALLEGED PERSONAL REPRESENTATIVES AND THEIR LEGAL ASSISTANT AND NOTARY PUBLIC, KIMBERLY MORAN.

xii. MOTION FOR INTERIM DISTRIBUTION DUE TO EXTORTION BY ALLEGED PERSONAL REPRESENTATIVES AND OTHERS,

xiii. MOTION TO STRIKE THE MOTION OF SPALLINA TO REOPEN THE ESTATE OF SHIRLEY;

xiv. CONTINUED MOTION FOR REMOVAL OF ALLEGED PERSONAL REPRESENTATIVES AND ALLEGED SUCCESSOR TRUSTEE."

xv. MOTION TO ORDER ALL DOCUMENTS BOTH CERTIFIED AND VERIFIED REGARDING ESTATES OF SHIRLEY AND SIMON (SIMON'S DOCUMENT ARE REQUESTED AS IT RELATES TO SHIRLEY'S ALLEGED CHANGES IN BENEFICIARIES) BE SENT TO ELIOT AND HIS CHILDREN IMMEDIATELY IN PREPARATION FOR THE EVIDENTIARY HEARING ORDERED BY THIS COURT

xvi. MOTION TO FOLLOW UP ON SEPTEMBER 13, 2013 HEARING AND CLARIFY AND SET STRAIGHT THE RECORD

xvii. MOTION TO COMPEL FOR IMMEDIATE, EMERGENCY RELIEF!!!, INTERIM DISTRIBUTIONS AND FAMILY ALLOWANCE FOR ELIOT, CANDICE & THEIR THREE MINOR CHILDREN DUE TO ADMITTED AND ACKNOWLEDGED FRAUD BY FIDUCIARIES OF THE ESTATE OF SHIRLEY AND ALLEGED CONTINUED EXTORTION

xviii. MOTION TO CORRECT AND DETERMINE THE BENEFICIARIES OF THE ESTATE BASED ON PRIOR CLOSING OF THE ESTATE THROUGH FRAUD ON THE COURT BY USING FRAUDULENT DOCUMENTS SIGNED BY SIMON WHILE HE WAS DEAD AND POSITED BY SIMON IN THIS COURT WHEN HE WAS DEAD AS PART OF A LARGER FRAUD ON THE ESTATE BENEFICIARIES

xix. MOTION TO ASSIGN NEW PERSONAL REPRESENTATIVES AND ESTATE COUNSEL TO THE ESTATE OF SHIRLEY FOR BREACHES OF FIDUCIARY DUTIES AND TRUST, VIOLATIONS OF PROFESSIONAL ETHICS, VIOLATIONS OF LAW, INCLUDING BUT NOT LIMITED TO ADMITTED AND ACKNOWLEDGED FRAUD, ADMITTED AND ACKNOWLEDGED FRAUD ON THE COURT, ALLEGED FORGERY, INSURANCE FRAUD, REAL PROPERTY FRAUD AND MORE

xx. MOTION FOR GUARDIAN AD LITUM FOR THE CHILDREN OF TED, P. SIMON, IANTONI AND FRIEDSTEIN AND ASSIGN A TRUSTEE AD LITUM FOR TED FOR CONFLICTS OF INTEREST, CONVERSION AND MORE

xxi. MOTION TO RECONSIDER AND RESCIND ORDER ISSUED BY THIS COURT "ORDER ON NOTICE OF EMERGENCY MOTION TO FREEZE ASSETS" ON SEPTEMBER 24TH FOR ERRORS AND MORE AND

xxii. MOTION TO RECONSIDER AND RESCIND ORDER ISSUED BY THIS COURT "AGREED ORDER TO REOPEN THE ESTATE AND APPOINT SUCCESSOR PERSONAL REPRESENTATIVES" ON SEPTEMBER 24TH FOR ERRORS AND MORE

xxiii. BENEFICIARY AND INTERESTED PARTY ELIOT BERNSTEIN OBJECTIONS TO SUCCESSOR PERSONAL REPRESENTATIVE' S OBJECTIONS TO FIRST SET OF INTERROGATORIES AND FIRST REQUEST FOR PRODUCTION OF DOCUMENTS AND THINGS PROPOUNDED BY ELIOT BERNSTEIN

xxiv. MOTION TO TAX ATTORNEY'S FEES AND COSTS AND IMPOSE SANCTIONS

xxv. OBJECTION TO MOTION TO STRIKE PETITION TO DETERMINE AND RELEASE TITLE OF EXEMPT PROPERTY

NOTE: All pleading listed in items (i-xiv) above filed in each of the state and federal courts listed above are hereby incorporated by reference in entirety, including but not limited to inclusion of, ALL motions, petitions, orders, etc. in each case, as they all relate to the same

nexus of events in the Estates of both Simon and Shirley.

4. That in the aforesaid Petitions and Motions, relating to both Simon and Shirley's Estates and Trusts, Petitioner prayed to the courts already in numerous prior pleadings for numerous legally valid reasons to Freeze the Estates of both Simon and Shirley, Remove the Personal Representatives, Trustees and Counsel and Determine the Beneficiaries on various grounds, including but not limited to, alleged and proven now criminal activity evidenced in the Petitions and Motions. Petitioner sought proper and just relief in each and awaits this Court to hear each Motion in particular in the order they were filed.

5. That Petitioner requests this Court consider all the allegations, evidence and reliefs sought in the prior Petitions and Motions filed by Petitioner since May 2013 in particular and now consider each Motion contained in each pleading, in light of the new and damning **ADMITTED AND ACKNOWLEDGED CRIMINAL FELONY ACTS, INCLUDING BUT NOT LIMITED TO, SIX FORGERIES, SIX NOTARY PUBLIC FRAUDS, FRAUD ON THIS COURT AND FRAUD ON THE BENEFICIARIES AND INTERESTED PARTIES COMMITTED BY ATTORNEYS AT LAW ACTING AS OFFICERS OF THIS COURT, FIDUCIARIES OF THE ESTATE AND OTHERS.**

6. That Kimberly Moran ("Moran") was arrested and ADMITTED FORGERY, including a document FORGED and FRAUDULENTLY NOTARIZED POST MORTEM for Simon filed in Shirley's Estate and one FORGED and FRAUDULENTLY NOTARIZED for Petitioner by Moran. Moran was employed at the time of her criminal acts and supervised by Respondent Tescher & Spallina, P.A. and worked directly as legal assistant / notary public to Respondents Spallina and Tescher. The documents were wholly created by Moran with Forged

Signatures and Fraudulent Notarizations. That to focus on Moran's six Waivers that were FORGED AND FRAUDULENTLY NOTARIZED for six separate documents on behalf of six separate people is to miss the forest from the trees, as her crimes are only a fraction of the alleged crimes taking place, using a larger series of alleged Fraudulent and Forged documents in the Estates of Simon and Shirley to attempt to change the Beneficiaries POST MORTEM and Moran's documents are small part of them.

7. That evidence now exists that Moran made perjurious statements and false official statements to investigators that contradict her own story of how and why she committed the crimes. Statements made to two separate state investigatory agencies, the Notary Public Division of Governor Rick Scott and the Palm Beach County Sheriff. That Moran's attorney, David Roth of the law firm of Roth and Duncan made a further conflicting account of the reasons for her crimes to this Court in the Evidentiary Hearing held on October 28, 2013 before Your Honor, as will be discussed in greater depth herein.

8. That Spallina and Tescher and others then used these FORGED and FRAUDULENT documents knowingly and with intent, along with other alleged FORGED and FRAUDULENT documents not done by Moran and filed them as part of the record in official proceedings while acting as Officers of this Court and Judge French's court in Simon's Estate. These documents when put together were then all used to illegally seize Dominion and Control of the Estates and the Fiduciary roles and attempt to change the Beneficiaries of Shirley and Simon's Estates Post Mortem and to begin looting the Estates. The documents done not by Moran are currently under ongoing investigation with authorities.

9. That a Post Mortem Simon achieved all of the following acts in Shirley's estate as if

he were alive from his date of death of September 13, 2012 through January 2013, by positing Court documents ILLEGALLY filed for him as if alive and in the present by Tescher and Spallina in an official proceeding, perpetrating a ongoing and continuing Fraud on the Court and Fraud on the Beneficiaries.

10. That Tescher and Spallina, then concealed from Your Honor's Court that Simon had deceased and Spallina and Tescher failed intentionally to notify the Court that he was dead and elect a successor Trustee and Personal Representative to legally close the Estate and instead continued to file documents illegally to close the estate with Simon who was deceased. They allegedly needed Simon to appear alive when he then tried to change Shirley's beneficiaries once the Estate was closed and again it is important to note that these are separate and distinct criminal acts from those of the ones committed by Moran while employed by Tescher & Spallina, P.A. and instead were directly committed by the Attorneys at Law, Tescher, Spallina and Manceri, all part of an ongoing Pattern and Practice of Fraud on the Court and Fraud on the Beneficiaries. Simon was deceased on September 13, 2012, yet achieved all the following POST MORTEM, as if he were alive and acting as Personal Representative until the Estate was illegally closed in January 2013 by a dead Personal Representative:

OFFICIAL DOCUMENTS FILED WITH THE COURT AND ACTS DONE WHILE SIMON "SERVED" ILLEGALLY AS PERSONAL REPRESENTATIVE WHILE DEAD[2]

[2] That this listing of items was filed in previous pleadings was filed with incorrect information in the list as to who filed the documents and more and this was due to Petitioner only learning of the Fraud on the Court and these documents in the September 13, 2013 hearing when they were exposed by Your Honor. Thus, Petitioner based

i. On 24-0ct-2012, Simon while deceased acted as Personal Representative and filed an AFFIDAVIT/STATEMENT RE: CREDITORS, filed by Tescher and Spallina as if Simon were alive and submitting the document as an Affidavit on this date of October 24, 2012. Petitioner alleges that this document is FORGED and FRAUDULENT. This document was alleged signed on April 09, 2012 and not deposited with the Court until October 24, 2012, after his date of death. The document is signed by Spallina as Simon's counsel for a dead Personal Representative Simon, knowing he was dead and that Simon could not serve anything legally. Further, Petitioner alleges Spallina and Tescher failed to notify the Court that Simon was dead and could no longer "serve" as Personal Representative and that this was done with intent and scienter.

ii. On 24-0ct-2012, Simon while deceased acted as Personal Representative and filed a PETITION FOR DISCHARGE, filed by Tescher and Spallina as if Simon were alive and submitting the Petition on this date alive and in the present. Where almost all of the alleged statements made by Simon under penalty of perjury in this Petition are false, making it further suspect on the date the document is allegedly signed on April 09, 2012 months prior to positing it with the Court on October 24, 2013 when Simon was already dead. Petitioner alleges this document is Forged and Fraudulent, as there are many problems with the voracity and factual accuracy of the statements made by Simon in the Petition, as virtually every statement made under penalty of perjury on that date of April 09, 2012 when he allegedly signed the document are proven untrue. One instance of these alleged perjurious statements is that Simon allegedly claims in the Petition that he has all the Waivers for the Beneficiaries and Interested Parties, yet his daughter Jill Iantoni ("Iantoni") did not sign and return a Waiver until October 2012 after Simon was dead. How therefore could Simon claim in April 2012 that he had all the Waivers at any time when he was alive, as Iantoni's was never returned while he was alive? At no time while living did Simon have all the Waivers and this document appears wholly Forged and Fraudulent or Simon was committing major perjuries in his sworn, under penalty of perjury, claims in the estate documents of his beloved wife's estate. Spallina and Tescher knew Simon never had all the Waivers while alive as he was desperately concerned that Iantoni had not sent hers back after Simon's death, yet filed this perjurious statement with the Court acting as Simon's counsel when they also knew he was dead.

iii. On 24-0ct-2012, Simon while deceased acted as Personal Representative and allegedly filed a WAIVER OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR DISCHARGE; AND RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE, allegedly filed by

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information off the docket but upon getting and examining the documents it was learned that some of the prior statements were wrong and have been corrected herein after review of the documents and therefore any reference prior to this list should be replaced with this Amended version.

Simon on October 24, 2012 POST MORTEM with the Court acting as Personal Representative while factually dead. It is alleged that this is a FORGED and Fraudulent document created Post Mortem for Simon and was never filed and docketed with Judge Colin's court while Simon was alive, as this document filed Post Mortem was rejected as it lacked a NOTARIZATION per this Court's rules.

iv. On 24-0ct-2012, Simon while deceased acted as Personal Representative and filed a NON-TAX CERT /RECEIPT/AFFIDAVIT of No Florida Estate Tax Due filed by Tescher and Spallina as if Simon were alive and acting as Personal Representative while deceased. Again, this document is posited with the Court by Simon acting as Personal Representative on Oct 24, 2012 POST MORTEM. That this may in fact be evidence of Tax fraud if the document is found to be further fraudulent.

v. On 24-0ct-2012, Simon while deceased acted as Personal Representative and filed a PROBATE CHECKLIST and allegedly this Closing Document is Dated Feb 15, 2012 but not filed until October 24, 2012 when again Simon is still dead. The document is filed by Spallina and docketed with Simon listed as Personal Representative on the date the document was filed with the Court on October 24, 2012 when Simon was dead, yet filed as if Simon were alive and acting as Personal Representative. This PROBATE CHECKLIST closing document is dated February 15, 2012 almost a year before the closing of the Estate on January 03, 2013, yet it is not docketed by the Court until October 24, 2012 and signed by what appears to be Spallina's signature, but in an unidentified capacity with no name or title under the signature. Further, this Checklist done in February 2012, filed on October 24, 2013 and used to close the Estate almost a year later in January 2013 is void as it is not a properly completed Checklist at the time it was filed on October 24, 2012 as required by Probate Rules and Statutes. The Checklist is wholly missing docketed items filed from October 24, 2013 forward and therefore the Petition to Discharge filed October 24, 2013 shall not be reviewed by the Court according to Florida Probate Rules and Statutes as it was an intentionally an incomplete Checklist, which purposely hid the Waiver documents filed and other Fraudulently filed documents from this Court and the Beneficiaries and should have been on the closing Checklist. Further, Spallina knowing no successors PR's were elected to the Estate and Letters were not issued to a successor personal representative, due to Spallina and Tescher's Fraud on the Court. Therefore their acts done as counsel in this document were done for a dead PR Simon and Spallina listed Simon as PR on this Checklist he filed with the Court on October 24, 2012, while failing to notify the Court his client was dead on this date and therefore could not be the Personal Representative.

vi. On 19-Nov-2012, Simon while deceased acted as Personal Representative and filed an alleged replacement and BRAND NEW SIGNED AND NOTARIZED, WAIVER OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE; WAIVER OF

SERVICE OF PETITION FOR DISCHARGE; AND RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE. **PROBLEM IS THAT IT WAS SIGNED FOR HIM THROUGH NOW PROVEN FORGERY AND THEN FRAUDULENTLY NOTARIZED FOR HIM AND ALL DONE POST MORTEM AND ON A WHOLLY CREATED FROM WHOLE CLOTH DOCUMENT DONE BY MORAN**. That this was a NEW Waiver filed again by Simon acting as Personal Representative while dead to replace the Waiver that was filed with the Court on October 24, 2012 when he was dead and was rejected on November 06, 2012 by the Court. This New and Improved Waiver was then amazingly notarized in November 2013 for Simon while he was still dead, yet the Notary Moran pre dated her Notary Statement to April 09, 2012 on a document dated April 09, 2012, even though it was alleged signed and notarized sometime in November 2012 after the Court sent it back demanding a new notarized Waiver from the deceased Simon and others. This new Waiver was Forged for and Fraudulent Notarized for a dead man and it uses dates in the past as if in the present and was filed with the Court a second time for Simon illegally for him while acting as Personal Representative while dead. Simon filed five other WHOLLY FORGED AND FRAUDULENTLY NOTARIZED WAIVERS for his five children on this date while dead, ALL FORGED and FRAUDULENTLY NOTARIZED from scratch by Moran and filed by Tescher and Spallina for Simon acting as Personal Representative as if he were alive, now in November 2012 two months Post Mortem and still Spallina and Tescher never notify the Court Simon is dead and legally elect a Successor Personal Representative to replace him and close the Estate legally.

vii. On 03-Jan-2013, Judge Colin signed an ORDER OF DISCHARGE that in part states, "On the Petition for Discharge [Petitioner showed above in (iv) to be invalid for lack of a proper Probate Checklist and showed it would have contained absolute fraudulent and perjured statements of Simon as shown in (ii) above] of Simon Bernstein as personal representative [meaning according to Judge Colin in the September 13, 2013 hearing Simon in the present as alive on the date Judge Colin is signing the Order on January 03, 2013, where Simon still was deceased] of the Estate of Shirley Bernstein, deceased." That the Order of Discharge's date is also scratched out on the document and changed from January 3, 2012 to January 3, 2013 and the handwritten change to the date has no marking or initials of who altered the document, which will need to be clarified through deposition of all those involved in this documents preparation, filing with the Court and signor, including but not limited to Judge Colin who signed the document.

viii. On 03-Jan-2013, Judge Martin Colin signed a FINAL DISPOSITION SHEET in part based on FORGED AND FRAUDULENTLY NOTARIZED DOCUMENTS to close

the estate of Shirley, in part on a Checklist that was not proper, in part on a Petition for Discharge that fails and more.

11. That these documents are alleged part of a larger series of fraudulent documents than those Forged and Fraudulently Notarized by Moran taken alone and were used to facilitate and work with together with these other documents and now Moran has been arrested we can move on to the other multitudes of alleged criminal acts committed by others, including but not limited to, further alleged Document Forgeries and Fraud, Insurance Fraud, Creditor Fraud, Theft of Assets of the Estates, Real Estate Fraud, Fraud on the Probate Court, Fraud on a Federal Court, Identity Theft of a Decedent, Mail and Wire Fraud and Violations and Breaches by the Fiduciaries and Counsel acting in the Estates of Simon and Shirley of virtually all of their legally required duties to the Beneficiaries and Interested Parties, all in violation of multitudes of Probate Rules and Statutes, Attorney Conduct Codes and State and Federal Law. These alleged crimes were committed by others, not just by Moran but instead mainly by Theodore and his close personal friends and business associates, Spallina and Tescher et al., the acting alleged fiduciaries and counsel of the Estates to this point.

12. That due to the Proven and Admitted Felony acts already exposed and being prosecuted, the ongoing alleged criminal acts taking place with the Estates assets, the fact that Spallina and Tescher are responsible not only for their alleged criminal acts involving Fraud on this Court and the Beneficiaries but are wholly liable for the FELONY acts of Moran of FORGERY and FRAUDULENT NOTARIZATIONS, is just cause for all of the fiduciaries of the Estates and Trusts and counsel thus far be immediately removed, reported to the authorities and sanctioned by this Court. This disqualification and removal is further mandated now as

Theodore, Spallina, Manceri and Tescher all have absolute and irrefutable Adverse Interests now with Beneficiaries and Interested Parties, especially Petitioner who is attempting to have them prosecuted further for their crimes and jailed and all their personal and professional assets seized through civil and criminal remedies and their reputations ruined for their criminal acts against his Mother and Father's Estates and Trusts.

13. That with evidence of PROVEN FELONY ACTS against Beneficiaries, perjury and false official statements made by Moran in official proceedings and Spallina, Manceri and Theodore all making false statements in the September 13, 2013 Hearing before Your Honor, as fully described and identified in prior pleadings unheard at this time, Petitioner now requests that ALL documents in the Estates and Trusts of both Shirley and Simon now be seized by the Court and Petitioner allowed to examine them for further evidence of FRAUD and FORGERY. In an Order, Your Honor stated you would not be considering further review of documents filed by Simon while alive and "serving" legally as Personal Representative but now even these documents are called into question based on new evidence of further criminal acts alleged and evidenced further herein that make those documents appear Fraudulent as well. Your Honor had thought these were done without a problem but this will be proven questionable herein. Those documents Your Honor doesn't exculpate from further review in the Order are those filed for Simon POST MORTEM as Personal Representative by Spallina while he was dead and Simon could not have legally "served" them on this Court and these are still needing to be investigated fully, prosecuted and then adjudicated by this Court. From all of these egregious acts of bad faith and now forever unclean hands of these Personal Representatives and Counsel involved thus far, who CANNOT EVER AGAIN be trusted by

this Court and the Beneficiaries and therefore all of their work product in both Estates must be forensically examined and removed from the record and viewed as possibly ALL BEING CREATED AS PART OF A BIG FAT FRAUD ON THE COURT AND BENEFICIARIES in efforts to change Beneficiaries and seize illegally the Estates of Simon and Shirley and steal assets and convert them to the improper parties illegally.

14. That Spallina admitted in the September 13, 2013 that he was the Attorney at Law involved in Moran's criminal actions, in using six FORGED and FRAUDULENTLY NOTARIZED WAIVERS allegedly signed by Simon and others to illegally close the Estate of Shirley and Spallina filed these documents with the Court all Post Mortem for Simon as if he were alive and served them for him without notifying the Court he was deceased from September 13, 2012 to January 03, 2013. This is absolute irrefutable evidence of admitted criminal acts warranting not only Tescher and Spallina's arrest but their immediate disqualification and reporting by this Court to all proper criminal authorities for charges to filed against them for their admitted CRIMINAL ACTS in and upon the Court and Beneficiaries.

15. That Petitioner wonders how Your Honor can allow Spallina, Manceri, Tescher or Theodore to continue to operate in any capacity before this Court after Spallina admitted involvement before the Court in the September 13, 2013 Hearing to the criminal acts of FORGERY AND FRAUDULENT NOTARIZATIONS of his employed legal assistant and notary public, a one Kimberly Moran ("Moran"), who has been arrested by the Palm Beach County Sheriff and her Notary license revoked by Governor Rick Scott of Florida and who was arrested by the Palm Beach County Sheriff. Spallina further admitted to this Court that he, through he and Tescher's law firm, then filed a series of documents executed and deposited by

a dead Personal Representative as if alive. Petitioner claims this fraud was with intent to commit fraud upon the Court and the Beneficiaries, in order to close the Estate of Shirley and then Fraudulently attempt to the change the Beneficiaries of her estate POST MORTEM of both her and Simon. That Theodore has acted knowingly in fraudulent legal capacities and made false statements in official proceedings to this Court, as already pled in prior pleadings of Petitioner.

MOTION TO STRIKE ALL PLEADINGS OF MANCERI AND REMOVE HIM AS COUNSEL

16. That Mark Manceri, Esq. ("Manceri") has not filed as Attorney of Record for any parties other than Tescher and Spallina personally. Manceri filed a Limited Appearance that states "on behalf of Ted Bernstein aka Theodore Bernstein [Petitioner is not sure if Theodore is legally also known as Ted Bernstein], as Successor Personal Representative [alleged Successor Personal Representative as Theodore did not have Letters issued by this Court on the date Manceri filed his pleading on October 22, 2013] of the Estate of Shirley Bernstein with respect to all matters relating to the Motion to Intervene filed by William E. Stansbury."

17. That Manceri filed another Limited Appearance which states "on behalf of Ted Bernstein aka Theodore Bernstein [Petitioner is not sure if Theodore is legally also known as Ted Bernstein], as Successor Personal Representative [alleged Successor Personal Representative as Theodore did not have Letters issued by this Court on the date Manceri filed his pleading on October 25, 2013] of the Estate of Shirley Bernstein with respect to the Hearing to be held on October 28, 2013 at 4:00 p.m."

18. That the present Notice of Hearing filed by Manceri is a bit tricky to unravel as to his misrepresentations as the Motion/Matter listed is for a status hearing on a "Motion to Transfer and Consolidate" and where the Motion to Transfer and Consolidate sent to the Court with the Notice of Hearing is a Motion to Transfer and Consolidate filed in Judge French's court.

19. That the Motion to Transfer and Consolidate by Manceri in Judge French's court was filed by Manceri acting as alleged counsel for Co-Personal Representatives Spallina and Tescher, whom Manceri is not Attorney of Record for in that case at the time he filed the Motion on December 12, 2013 or even as of today January 02, 2014. Robert Spallina is the only Attorney of Record for Co-Personal Representatives Tescher and Spallina, further invalidating the pleading filed by Manceri in Judge French's court and this present Hearing, which is predicated on the hearing for Motion to Transfer and Consolidate that was cancelled in Judge French's court on December 24, 2013, without notice to Petitioner and screwing up his wife and her mother visiting from out of town's Christmas plans instead preparing for the hearing only to show up to a closed courthouse at 8:45am, you've got to hand it to them for wasting more time of Petitioner and his family on Holiday break. The notice that the hearing was cancelled was not sent to Petitioner until the day before the hearing and did not get delivered to him until days after the cancelled hearing.

20. That Manceri filed a Notice of Appearance to represent Spallina and Tescher in their individual capacity **only** in these proceedings on September 11, 2013.

21. That no one appears to be representing Tescher and Spallina as Respondents in their professional capacities at any of the Hearings and they were listed as Respondents both

Personally and Professionally and therefore in their Professional capacity they have defaulted.

22. That Respondent Tescher & Spallina P.A. has similarly not been represented as a Respondent or filed responses to any pleadings filed by Petitioner and therefore appear to have defaulted.

23. That Manceri is now a Respondent in these matters in three capacities (Personally, Professionally and his law firm, Mark R. Manceri, P.A.) all for good and just cause, in part due to the Excellent work of Your Honor in exposing his involvement in perpetrating and attempting to cover up the criminal matters in the September 13, 2013 Hearing, leading to Your Honor's Miranda Warning statement to him and others and where despite Your Honor later stating Manceri may be excluded from Miranda Warnings, it has been learned after the Hearing that in the Hearing Manceri made false statements to this Court as already pled to this Court in prior Motions still largely unheard by this Court.

24. Manceri is now a listed Respondent in both his Personal and Professional capacities and his law firm of Mark R. Manceri, P.A. is also a Respondent and no one has filed a Notice of Appearance or is Attorney of Record representing Manceri Personally, Professionally or his law firm.

25. That Petitioner is unclear which capacities is he moving the Court under at hearings and in pleadings and if he is acting as counsel for himself Personally or Professionally and is he also representing his law firm or is he moving the court as counsel for Spallina and Tescher in their personal capacities or for Theodore individually or as alleged Personal Representative and Successor Trustee?

26. That other Respondents have also failed to appear or to respond to Pleadings of

Petitioner timely since May 2013 and therefore anyone who has failed to appear in person for hearings or respond to Petitions and Motions filed, either Pro Se or through counsel appear to have defaulted.

27. That Manceri should also be removed from acting before this Court in any capacity until Petitioner's prior Motions and Petitions filed in this Court since May 2013 are heard in the order they were filed and in particular to each Motion, as some of them include allegations directly against Manceri for his alleged role in perpetrating a massive FRAUD ON THE COURT and for making false statements to the Court in a Hearing on September 13, 2013 before this Court regarding the FORGED and FRAUDULENT DOCUMENTS of Moran and the Fraud on the Court in the closing of the Estate of Shirley committed by his clients Tescher and Spallina.

28. That in the September 13, 2013 Hearing before this Court, Your Honor warned Manceri, Theodore, Spallina and Tescher that Your Honor had enough evidence of their Fraud on the Court and Beneficiaries at that moment that warranted reading them their Miranda Warnings, after learning that Simon had served as Personal Representative and Trustee for four months after he was deceased and closed Shirley's Estate while dead via an admitted to Fraud on the Court to close the Estate of Shirley. All in efforts to then change the Beneficiaries of Shirley's Estate through a series of alleged Fraudulent Documents that Petitioner claims are all FORGED and FRAUDULENT and legally deficient, including an alleged 2012 Will of Simon and an alleged 2012 Amended & Restated Trust of Simon, allegedly executed SIX weeks before Simon's death with Moran and Spallina executing these Wills and Trust documents as witness. That Simon's documents then were used to try and change Shirley's Beneficiaries of

her Estate and Trusts and his own and these documents are all filed POST MORTEM FOR SIMON AND SHIRLEY and all suffer legal defects as already pled in Prior Motions of Petitioner largely unheard at this time in both courts.

29. That Spallina and Manceri in the September 13, 2013 Hearing did not inform Your Honor that Moran had committed FORGERY of SIX PEOPLE on SIX separate documents she wholly created from scratch and then affixed a Notary Public stamp on the documents she FORGED and instead continued the Fraud on the Court by continuing to attempt to Cover Up for her and their crimes in and upon this Court and the Beneficiaries and claimed in the Hearing that the documents were not forged and that she merely applied her Notary Stamp to the documents returned by the Court for Notarization and the signatures were not FORGED but signed by the parties listed, **the same story Moran made in a sworn statement to the Governor's inquiry but which she** later wholly contradicted to the Palm Beach Sheriff's Office where she claimed to investigators, "**MORAN STATED THAT AT THIS TIME, SHE TOOK IT UPON HERSELF TO TRACE** [aka FORGE] **EACH SIGNATURE OF THE SIX MEMBERS OF THE BERNSTEIN FAMILY** [including one for SIMON POST MORTEM] **ONTO ANOTHER COPY** [wholly new document] **OF THE ORIGINAL WAIVER DOCUMENT. SHE THEN NOTARIZED THEM AND RESUBMITTED THEM TO THE COURT. WHEN I INTERVIEWED HER ON 9/24/13 SHE STATED SHE DID NOT REALLY HAVE A REASON SHE *FORGED* [EMPHASIS ADDED] THE SIGNATURES, OTHER THAN TO MAYBE SAVE TIME.**[3]"

[3] Palm Peach County Sheriff's Report Case No. 13097087 completed by Detective Ryan Miller.

30. That Moran has not been charged with Forgery at this time despite her admission and the fact that it wholly voids documents in the Estate and her current charges may not reflect her actual crimes as the current charges reflect her affixing a fraudulent notarization to documents that were signed by the people without their notice and used in official proceedings when in fact the documents were wholly Forged by Moran and then she affixed a Fraudulent Motarization on documents she wholly created and were not signed at all by the parties and were made wholly by Moran and not others. These matters of false official statements and perjury are being taken up currently with the State Attorney handling the Moran case and the Palm Beach County Sheriff to make sure we get it right on her charges.

31. That Moran in her statement above to Sheriff Investigator, Detective Ryan Miller, perjures her sworn statement to the Governor's Inquiry further when she makes contradictory statements as to her reason for committing the crimes to both agencies. First telling the Governor's office in a sworn statement she did it because she was acting to save a grieving family from stress over a month after Simon died and while she was under the influence of birth control drugs that made her do it. Then later to the Sheriff, she said she did it to save time. Finally, to this Court in the Evidentiary Hearing before Your Honor on October 28, 2013, by and through her attorney David Roth of Roth & Duncan law firm, claimed in efforts to attempt to soften the damages to Spallina and Tescher that she did it due to fear of retribution from her employer Tescher & Spallina, P.A., supposedly acting on her own without their supervision or knowledge and Roth should be investigated for these contradictory statements to the Court on behalf of his client Moran. These contradictory statements in three official proceedings is alleged to be perjury and false official statements and more and demands

the answer to WHY she would do these crimes supposedly acting alone and then lie about it to three separate formal inquiries. Nothing Moran said or did can be trusted any longer and any documents she is involved with must be investigated forensically for further evidence of Fraud. Further, charges of Perjury and making False Official Statements in Official Proceeding should be added to her charges before he sentencing as well and well where there is smoke...

32. That worse yet, is Manceri and Spallina in the September 13, 2013 Hearing put forth the statements that the Waivers were not Forged and just improperly notarized and never stated to the Court the truth that the documents were FORGED, even when Your Honor questioned them on that directly in the Hearing further perpetrating and continuing the ongoing Fraud on the Court and Beneficiaries in an Cover Up attempt.

33. For more information on the mass of false statements made to this Court in the hearing see Petitions and Motions Filed by Petitioner above, (ix) section (II) MOTION TO FOLLOW UP ON SEPTEMBER 13, 2013 HEARING AND CLARIFY AND SET STRAIGHT THE RECORD for a more detailed account of the false statements of Manceri, Spallina and Theodore.

34. That Spallina also falsely claimed to this Court that he learned of Moran's crimes when she was contacted by the Florida Governor Rick Scott's Notary division she was being investigated by and this too is a big fat False Official Statement made by an Officer of the Court in an Official Proceeding before this Court. Spallina knew Moran Forged and Fraudulently Notarized the documents in May 2013 long before Moran was contacted by authorities, when he was served Petitioner's May 2013 Petition and he failed to take any actions to notify the Court or authorities at that time, in violation of Probate Rules and Statutes

and Law.

35. That Your Honor warned Spallina, Manceri, Theodore and Tescher twice of Miranda Warnings and Your Honor on the second warning stated that Manceri "personally" might not be included in the reading of Miranda's but did not exclude Theodore, Tescher and Spallina from the second threat in any capacity or Manceri in his professional capacity.

36. Petitioner alleges that Manceri is directly involved in the nexus of criminal events occurring in the Estates of Shirley and Simon and also involved in a creditor lawsuit in Simon's Estate of a one, William Stansbury ("Stansbury"), where criminal acts and civil torts have been alleged against Theodore by Stansbury.

37. That Manceri is representing several parties in that Creditor lawsuit caused mainly by the actions of Theodore, including a company, Bernstein Family Realty LLC ("BFR") that is wholly owned by Petitioner's three minor children, a company that has been hijacked recently right before the September 13, 2013 Hearing by Manceri, Spallina and Theodore, in efforts to takeover illegally the entity and cause intentional harm on Petitioner and his three minor children in efforts to stop Petitioner having them further prosecuted and their other crimes exposed, as will be further defined herein. Information regarding the hijacking of BFR and other companies of Petitioner's family can be found @ http://www.iviewit.tv/20131229EIBResponseToTedBernsteinandDonaldTescherReEmergency Distributions.pdf , hereby fully included by reference herein. Initial information about these Extortionary tactics against Petitioner by those with ABSOLUTE IRREFUTABLE ADVERSE INTERESTS against him now were evidenced already herein in a filing with this Court listed in the Motions & Petitions Section above as Roman Numeral (ix) section (IV) MOTION TO

COMPEL FOR IMMEDIATE, EMERGENCY RELIEF!!!, INTERIM DISTRIBUTIONS AND FAMILY ALLOWANCE FOR ELIOT, CANDICE & THEIR THREE MINOR CHILDREN DUE TO ADMITTED AND ACKNOWLEDGED FRAUD BY FIDUCIARIES OF THE ESTATE OF SHIRLEY AND ALLEGED CONTINUED EXTORTION.

38. That since Manceri now has been warned by Your Honor that Miranda's may be issued for him, his clients Tescher and Spallina and Theodore, for their illegal misconduct, they all now have ABSOLUTE IRREFUTABLE ADVERSE INTERESTS with Petitioner, who is trying to have them all further prosecuted for their role in the alleged crimes defined herein and pled in prior Petitions and Motions to this Court and who has filed criminal complaints with state and federal, civil and criminal, authorities against them all in a variety of ongoing actions.

39. For these reasons, all of Manceri's filings should be stricken from the Record and Manceri should be sanctioned for these violations of procedure by filing inappropriate pleadings aware that he has Adverse Interests with Petitioner and his family, Conflicts of Interest that preclude his myriad of representations and for his part in continuing and further an ongoing Fraud on this Court and Fraud on the Beneficiaries.

40. That suddenly, after an arrest is made and Manceri, Spallina, Tescher and Theodore are warned they may be the next ones apprehended when Your Honor had enough Prima Facie evidence of Fraud on the Court and Beneficiaries to read them their Miranda's twice, a bold new attempt has begun to Harass, Slander, Extort and Defame Petitioner as their only defense.

41. That another improperly filed pleading by Manceri filed recently as a "First Request to Produce Directed to Eliot Ivan Bernstein" and requesting Production of boatloads of

documents of Petitioner and other information and should also be stricken as mere Harassment of the victim of their crimes, Petitioner. This Production request is in efforts to now cast a spell on Petitioner as if he were the one who filed FORGED and FRAUDULENT DOCUMENTS on the Court and Beneficiaries and not them. This pleading filed when Manceri was already aware of his Adverse Interests created when he became a Respondent in the proceedings and therefore knew he needed to withdraw as Counsel for any parties and immediately instead retain counsel for himself. Three, separate and distinct non-conflicted Attorneys at Law, to represent him for each capacity he is a Respondent and one separate and distinct Non Conflicted Attorney at Law to represent his law firm. Where even knowing today of his Adverse Interests and Conflict that preclude his further actions as counsel to any parties he still has not withdrawn as counsel and continues to act in violation of Attorney Conduct Codes and Law.

42. That if this Court decides to allow further improper pleadings from the Attorneys at Law involved in criminal acts, including Fraud Upon the Court and Beneficiaries while acting as Officers of the Court, including FILING FELONY FORGED AND FRAUDULENTLY NOTARIZED DOCUMENTS by counsel that are Court Appointed that now have absolute irrefutable Adverse Interests with Petitioner for his efforts to bring them to justice and Your Honor continues for some reason to ignore all this and continues to rule on these improperly filed pleadings and representations and allow them to pervert the record further with their attempt to pepper the record with false statements and more, then Petitioner asks that their pleadings only be heard in the order they were filed and after all of Petitioner's prior Motions and Petitions that remain almost entirely UNHEARD since May 2013 are heard first in the order they were filed and each Motion in Particular adjudicated on first before the

next is heard and then we can get on to Manceri's improper pleadings.

43. That Petitioner believes this Court after hearing each of Petitioner's pleadings in particular to each Motion filed since May 2013 and largely unheard by this Court will show the Personal Representatives, Trustees and Counsel have violated virtually all of the legal and fiduciary requirements owed to the Beneficiaries and Interested Parties under Probate Rules and Statutes since day one of administering the Estates and that all those parties involved as Fiduciaries and Counsel that have acted thus far in the Estates of Shirley and Simon will be removed, sanctioned and imprisoned for their criminal acts and Manceri's inappropriate pleadings will languish in the garbage other than as evidence of their continued and ongoing Fraud on the Court and the Beneficiaries.

44. That from May 2013 forward when Spallina, Tescher, Manceri and Theodore were served Petitioner's first Petition to this Court, showing Irrefutable and Absolute evidence of FORGERY and FRAUDULENT NOTARIZATIONS in documents that were admitted to the record by Spallina and Tescher and approved by this Court up until the time of the September 13, 2013 Hearing before this Court regarding the FORGERIES and FRAUDS committed in and upon the Court by Officers of the Court, not one of them having this knowledge of criminal acts, neither Counsel and the alleged Fiduciaries to the Estates and Trusts of Shirley and Simon came forth to the Courts or criminal authorities to notify them of their knowledge that they closed the Estate of Shirley illegally, with illegally posited documents filed by a dead man, including but not limited to, six forgeries on six separate documents for six separate people, including a document Forged and Fraudulently notarized for Theodore and one forged for his deceased father POST MORTEM, violating their alleged

Fiduciary Duties, Attorney Conduct Codes and Law, which would have required immediate reporting by them as Fiduciaries and Counsel of the criminal activities they were aware of to the Court and Authorities. Especially when they were DIRECTLY involved in the criminal activities and thus had prior knowledge well before Petitioner served them the Petition in May 2013 with the FORGED and FRAUDULENT documents attached. But did you really expect that they could turn themselves in and do the right thing under law to prosecute and jail themselves?

45. That in fact, none of them came forth until authorities came knocking on their doors. Even after authorities contracted them they did not notify the Court prior to the September 13, 2013 Hearing that they had knowledge of criminal acts they were all directly involved in and were committed in and upon the Court and Beneficiaries. Instead of coming clean to Your Honor at the Hearing they attempted to further conceal this information from the Court and continued the ongoing Fraud on the Court in hopes nobody would catch on and in the interim they could force Petitioner to Play or Pay with Extortionary tactics before he could fully expose them and have them prosecuted and tried before Your Honor and state and federal investigators could figure all this out. These Extortionary acts continue today and have been exacerbated since Your Honor has warned them that the end may soon be near by issuing them Miranda Warnings and almost reading them their rights, and they have therefore stepped up efforts to Harm, Harass, Slander and Extort Petitioner and cause grave and serious emotional and physical dangers and intentional financial harms on him, his wife Candice Bernstein ("Candice") and their three minor children all to try and stop Petitioner before he can have them prosecuted and jailed.

46. That instead of withdrawing from all fiduciary roles and acting as counsel any longer as required by Probate Rules and Statutes and Law, and confessing to their crimes honestly to the Courts and Authorities and APOLOGIZING TO THEIR VICTIMS, once they were notified of the crimes in May 2013, they instead concealed the information from the Courts, Authorities and Beneficiaries and hurried to commit a series of alleged Frauds on the Beneficiaries and Interested Parties to convert assets of the Estates ILLEGALLY to the wrong Beneficiaries through a series of further alleged criminal acts. The criminal acts alleged all involve Theodore and Pamela trying to convert assets in a variety of schemes, aided by Theodore's close personal friends and business associates Tescher and Spallina, in efforts of thwarting the last wishes and desires of Simon and Shirley that wholly exclude Theodore and Pamela and their lineal descendants from the Estates and Trusts.

47. That further it is alleged that they have begun a series of fraudulent activities to attempt to lower the value of the Estates from an estimated 20-42 Million as Petitioner has pled to the Court to Theodore and Spallina's ridiculous estimated only four million dollar total worth of both Estates that they claimed to Your Honor in response to your question in the September 13, 2013 Hearing. This amount they guesstimated to Your Honor does not even add up with the current assets Petitioner has discovered in the Estates thus far and which are part of the record. That this variance in estimates of worth is due to the fact that no accountings for the Estates or Trusts has been given to Petitioner or Beneficiaries and no Inventories of the Trusts of Simon and Shirley have been provided as required by Probate Rules and Statutes to the Beneficiaries. Therefore their numbers are wholly worthless and not exact as they should be with accounting of every last cent. Perhaps, we now know the reasons why the financial

records are being suppressed and denied and the motive for why they would commit all these criminal acts, as there must be far more worth in the Estates than they are willing to disclose before they steal off with them and then say, see nothing was there, trust us despite their being no accounting for anything they claim.

48. That all of these crimes alleged benefit Theodore and Pamela directly to the disadvantage of Beneficiaries and where Theodore and Pamela were both wholly disinherited by both Simon and Shirley and were enraged with their father Simon at the time of his death for not including them back into the Estates plans. Even if the alleged changes to the Beneficiaries are somehow allowed by the Courts, both Theodore and Pamela remain wholly excluded from the Trusts of Simon and Shirley and this provides the reason for their efforts to abscond with the Estates and Trusts assets and fail to list them as assets of the Estates in inventories and hide financial records and estate documents while they try to convert assets in numerous illegal schemes.

49. That these frauds to convert the assets and to steal off with assets were aided by the fact that they concealed, suppressed and denied Estate documents, records and accountings from the Beneficiaries and even the alleged new Beneficiaries and continue denying and suppressing this information from either Petitioner as a Beneficiary or Petitioner as Guardian and Trustee for his three minor children as Beneficiaries and in so doing have violated endless amounts of Probate Rules and Statutes as prior pled by Petitioner in his Motions and Petitions filed with the Court since May 2013. New evidence of this concealment of assets from the Courts and Beneficiaries and alleged theft of the assets will be submitted herein that prove with Prima Facie evidence submitted herein that the inventories submitted in the Estates appear

fraudulent and missing assets that they were wholly aware of prior to filing and have since absconded with and failed to account for as Fiduciaries and Counsel.

50. That since illegally seizing Dominion and Control of the Estates through a series of Forged and Fraudulent Documents used in both Estates, a continued Pattern and Practice of Fraudulent activities emerges by the alleged Fiduciaries and Counsel to steal off with assets and keep them from proper accountings to benefit themselves at the detriment of the Beneficiaries and Interested Parties. This concealment of information from the Beneficiaries has led to absolutely no transparency at all in the Estates, left the Beneficiaries with no proper accountings of their interests and is in violation of virtually all Probate Rules and Law, as properly pleaded in Petitioner's prior Pleadings and Motions filed and unheard in toto since May 2013.

51. That these obvious, vexatious and abuse of process pleadings filed inappropriately by Manceri and failure to represent Respondents properly and without conflict or adverse interests violate Attorney Conduct Codes and Probate Rules and Statutes and thus for the all the reasons stated herein, Manceri and his pleadings should be removed by this Court and Manceri sanctioned and reported for his involvement in attempting to continue this Fraud on the Courts and Fraud on the Beneficiaries in the Estates of Shirley and Simon and Manceri should be forced to immediately retain separate counsel as Respondent in the three capacities he is listed as Respondent for.

52. That this Court must instantly remove the Fiduciaries and Counsel who are Officers of the Court and whom continue to act before the Court in efforts to Cover Up their crimes and continue to maintain illegally gained Dominion and Control of the Estates and

continue to Extort and Harass Petitioner, after they have all been exposed as involved in FORGERY, FRAUDULENT NOTARIZATIONS, FRAUD on the COURT, FRAUD on the Beneficiaries and more and this Court must instantly prevent them from further pleading and moving the Court in any way, especially in efforts to further Extort Petitioner and his family further and waste this Court's time and Petitioner's time and monies responding to this crap.

MOTION FOR EMERGENCY INTERIM DISTRIBUTIONS AND FAMILY ALLOWANCE

53. That due to the Court's failure to prevent absolute Adverse Interests and Conflicts from continuing between the alleged Fiduciaries and Counsel and the Beneficiaries and Interested Parties, especially with Petitioner who is having the current alleged Fiduciaries and Counsel criminally pursued by state and federal Authorities and civilly in State and Federal courts for their proven, admitted and alleged criminal acts, has allowed them to now further a Pattern and Practice of Extortion, Slander, Defamation and abuse of process against Petitioner. These acts all in attempts to cause harm to Petitioner and his family, including three minor children, by further illegally misusing their fiduciary capacities and legal and ethical obligations to harm and harass Petitioner before they can be further prosecuted and their whole scheme unraveled further. Especially, after the tip of the iceberg emerged with the arrest of Moran, then Spallina, Tescher, Theodore and Manceri, being caught by Petitioner and Your Honor perpetrating a Fraud on the Court, tendering FORGED and FRAUDULENT documents in the alleged Beneficiaries names and more and with state and federal criminal and civil actions filed against them by Petitioner.

54. That as these FORGERIES and FRAUDS took place in Your Honor's Court in

part by Officers of Your Honor's Court and were approved by this Court, under Judicial Cannons and Law they should be sanctioned and reported by Your Honor to the proper State and Federal Authorities and State and Federal courts already involved and instantly removed from the proceedings in any capacities and all their prior pleadings and submissions stricken from the Record.

55. That this Court once it was aware of proven felonious acts by Officers of the Court should have seized all of their records and taken control of the Estate and Trusts assets to prevent further harm to the Beneficiaries and yet instead it appears the Court is attempting to look the other way obstructing justice and denying due process to Petitioner by refusing to hear his Pleadings and Motions in detail that have been filed since May 2013 and further failing to take the requisite actions against Officers of the Court who have violated Law and report all those involved in any of the crimes now proven and admitted and those alleged to all the proper authorities.

56. That the Court's continuing to allow them to operate in Fiduciary and Legal Capacities (and L-rd knows how legally this is happening) has only allowed the Adverse Interests to ferment and result in an Extortion of Petitioner and his family and attempts to Defame, Slander and Harass Petitioner and his family further in violation of Fiduciary Duties and Law and through further alleged fraudulent and criminal acts as defined herein and in prior pleadings filed by Petitioner that remain largely unheard.

57. That Simon and Shirley took elaborate estate planning steps to protect Petitioner and his family, through the creation of Trusts and the creation of several Entities designed specifically for them and their unique situation. These Entities are either wholly owned or are

partially owned by Petitioner and his sisters Iantoni and Friedstein, including Bernstein Family Realty LLC ("BFR"), Bernstein Family Investments LLLP("BFI"), Bernstein Holdings, LLC ("BHL"), several pre created Trusts for Petitioner and his children and more. The records for some of these Entities can be found at http://www.iviewit.tv/BFR%20BFH%20BFI%20RECORDS.pdf and are fully incorporated by reference herein. These entities were designed while Simon and Shirley were alive and were created to protect the assets and inheritances of Petitioner and his family from exactly the type of crimes that are alleged to be now occurring by the Fiduciaries and Counsel.

58. That Simon and Shirley through these Entities paid for all expenses of Petitioner, Candice and their minor children for seven years prior to and after their deaths, for income, food, utilities, school through college and more and had set these up so that at their deaths the Entities would be funded with assets through Petitioner and his family's inheritances for many years to come due to special circumstances of Petitioner and his family, as more fully described in the May 2013 Petition in the section "The Elephant in the Room."

59. That Theodore and Spallina have now illegally seized control of BFR approximately three months ago in late August 2013 and have since begun an Extortionary campaign to shut Petitioner and his family down by illegally gaining control of BFR through an unauthorized and prohibited transfer of Manager Title in BFR from Oppenheimer to Theodore, without Petitioner's consent as required under BFR's bylaws and begin to play games with Petitioner's utilities, school expenses, food monies and more, all which are controlled for years through BFR and Petitioner does even get the bills sent to him at his address.

60. That the transfer of Manager Title in BFR is also questioned after Simon died as

to how Oppenheimer was elected Manager and acted in such capacity, without Members approving of such transfer. That Oppenheimer similarly transferred Manager Title to Theodore without requisite notice to Members (The Members of BFR are DANIEL BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006, JAKE BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006 and JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006 who own 33.3% of BFR each) and without their consent and approval as required under BFR's records, which state;

> "5.1.2 Initial Managers/Designation of Managers/Voting. The Members agree that the initial Manager of the Company is SIMON BERNSTEIN. Unless otherwise specifically agreed herein, business decisions of the Company shall be made by said Manager. The Members shall vote their Interests such that only the aforementioned person is Manager of the Company for so long as he is alive and not mentally disabled or incompetent. After proper notice, in the event of death or mental disability or incompetence of the Manager, the Members shall vote on and elect a new Manager."
> "5.7 Resignation. Any Manager of the Company may resign at any time by giving written notice to the Members of the Company. The resignation of any Manager shall take effect upon receipt of notice thereof or at such later date specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The resignation of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of a Member.
> "5.9 Vacancies. To the extent not expressly provided for in Section 5.1.2 "Voting Agreement of Members," and only to said extent, if any: Any vacancy occurring for any reason in the number of Managers of the Company may be filled by the affirmative vote of Members holding a majority of the Percentage Interests present at an election at a meeting of Members called for that purpose or by the Members' unanimous written consent. A Manager elected to fill a vacancy shall be elected for the unexpired term of their predecessor in office and shall hold office until the expiration of such term and until their successor shall be elected and qualified or until the Manager's earlier death, resignation or removal. A
> Manager chosen to fill a position resulting from an increase in the number of Managers shall hold office until his successor shall be elected and qualified, or until his earlier death, resignation or removal.
>
> From Bernstein Family Investments we find the following language,
> "6. Business and Purposes. The purpose and business of the Partnership shall be the ownership, investment, management and control of the Property and other investment properties (including, without limitation, investments in real property, loans, business enterprises, marketable securities, either directly or through interests in corporations, limited partnerships, limited liability companies, and other entities), to provide a means for the BERNSTEIN family to own investment property and preserve its assets, and to conduct such other activities as may be necessary or appropriate to promote such business and purposes, it being agreed that each of the foregoing is an ordinary part of the Partnership's business. In addition to the foregoing, or as part thereof, the Partnership shall accomplish among other things the following: (a) maintain control over BERNSTEIN family assets contributed to it, (b) consolidate fractional interests in BERNSTEIN family assets, (c) seek to increase BERNSTEIN family wealth, (d) establish a method by which gifts can be made without fractionalizing BERNSTEIN family assets, **(e) provide protection to BERNSTEIN family assets from future claims against members of the families,** (t) facilitate the administration and reduce the costs associated with the disability or probate of

the estate of members of the BERNSTEIN family, (g) provide a mechanism to resolve BERNSTEIN family disputes, and (h) if applicable, hold restricted securities until such securities become unrestricted and free of underwriting limitations of the Securities and Exchange Commission. The Partnership shall not engage in any other business without the prior consent of Limited Partners owning (in the aggregate) at least eighty (80%) percent of the limited partnership Interests owned by the Limited Partners."

61. That Petitioner does not recall a vote to transfer Manager Role to Janet Craig of Oppenheimer after Simon's death or from Janet Craig to Theodore on Spallina's direction in August of 2013 after the heat was on them. Janet Craig claims she transferred the Manager role to Theodore who volunteered for it and she obliged in transferring it to him, as stated in her email of August 28, 2013 that she copied both Theodore and Spallina on and wherein she states,

"Please be advised [Eliot] that we will not be paying bills during this transition period. Ted Bernstein has agreed to become the Managing Member of Bernstein Family Realty and all questions regarding the payment of household bills should be directed to him."

62. That Janet Craig at the time of this transfer knew that Petitioner was pursuing criminally and civilly both Theodore and Spallina and yet transferred Manager title to them despite knowledge of their adverse interests with Petitioner and she did this on the direction of Spallina and Theodore.

63. That by illegally gaining control over BFR, which receives all the bills for Petitioner's family and their home and which has paid them continuously, promptly and without interruption for almost seven years, both prior to Simon's and Shirley's passing and after, suddenly, when Theodore took charge almost four months ago, ALL the bills have become seriously past due and utilities, including phone, internet, etc. have been turned off with no notice to Petitioner and Theodore is further denying he has anything to do with paying

the bills or BFR to various parties as evidenced herein already @ http://www.iviewit.tv/20131229ElBResponseToTedBernsteinandDonaldTescherReEmergency Distributions.pdf and already included by reference in entirety herein.

64. That an example of what is going on to harm Petitioner's family through these games, is the recent loss of home security, which puts Petitioner's family at risk of theft, fire and more and may cause a lapse in Homeowners coverage or price increases without it on the home owned by BFR, in the following series of email communications,

From: Candice Bernstein [mailto:tourcandy@gmail.com]
Sent: Tuesday, December 31, 2013 9:08 AM
To: 'Sue Peterson'
Cc: 'Ted Bernstein'; 'Robert L. Spallina, Esq. ~ Attorney at Law @ Tescher & Spallina, P.A.'; 'Donald R. Tescher ~ Attorney at Law @ Tescher & Spallina, P.A.'; 'Hunt Worth ~ President @ Oppenheimer Trust Company '; 'William McCabe Esq. @ Oppenheimer Trust Company'; 'Mark R. Manceri, Esquere @ Mark R. Manceri, P.A.'; 'Janet Craig, CTFA ~ Senior Vice President & Compliance Officer @ Oppenheimer Trust Company '; 'Caroline Prochotska Rogers Esq.'; 'Michele M. Mulrooney ~ Partner @ Venable LLP'; 'Andrew R. Dietz @ Rock It Cargo USA'; 'Marc R. Garber Esq.'; 'Marc R. Garber, Esquire @ Flaster Greenberg P.C.'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'Lisa S. Friedstein'; 'Lisa'; 'Jill M. Iantoni'; 'Jill M. Iantoni'; 'Guy T. Iantoni @ GTI LIFE, Inc.'; 'Guy T. Iantoni'; 'Pamela Beth Simon'
Subject: RE: Si Bernstein old account

Hi Sue,

Below is a letter from Janet Craig, CTFA ~ Senior Vice President & Compliance Officer @ Oppenheimer Trust Company (Janet.Craig@opco.com) who was handing the bills for Bernstein Family Realty (BFR) as Manager since Simon died. Simon was Manager of BFR prior, which owns the house we live in. Janet has been paying your bills for the last year as Manager of BFR. As you can see from Janet's letter to Ted it is clear that Ted volunteered for the job of paying the bills of BFR a few months ago when your bills suddenly and unexpectedly began not to be paid. As I do not even get the bills for the last 7 or so years this all seems strange to me that Ted seems to not know he has assumed responsibility for BFR's bills when in fact, since Ted was copied on the Oppenheimer letter below and assumed responsibility as the letter indicates, I am not sure why he told you what he did not as it appears to be a lie. Perhaps you would like to call Janet Craig, CTFA ~ Senior Vice President & Compliance Officer @ Oppenheimer Trust Company (Janet.Craig@opco.com)the former Manager of BFR at (973) 245-4635 and check who is Manager of BFR and she has transferred the position to Ted yet or if she is still paying the bill. I do believe the BFR home owners insurance may also require your services to be on and she or Ted, whoever is handling these matters may want to notify the carrier of the lapse in service. You may also

want to contact Robert Spallina and Donald Tescher of Tescher & Spallina, P.A. law firm as they are also involved with Simon's estate and may know about the bills for BFR that Simon was paying for years and who and how is now paying them, since they I believe directed Janet to transfer the Manager role and bills to Ted.

I am very sorry for any confusion but as you can see from Janet's letter I really have nothing to do with the bills until we needed a battery and I made a call, which is about the extent of my involvement with your company in the many years of past service that has never been interrupted until recently when Ted took things over. I have never paid your bills I just live in the house that is owned by BFR and I guess if Ted is denying his involvement despite the evidence I too am unsure what to do and feel like I am caught in the middle to as I am not even on the account. I apologize for any problems this has caused you and understand your need to take actions against the appropriate parties, of which I am not one.

Candice

> From: Craig, Janet [mailto:Janet.Craig@opco.com]
> Sent: Wednesday, August 28, 2013 11:28 AM
> To: 'Eliot Ivan Bernstein (iviewit@gmail.com)'; 'Candice Bernstein (tourcandy@gmail.com)'
> Cc: 'Robert Spallina (rspallina@tescherspallina.com)'; 'Ted Bernstein (tbernstein@lifeinsuranceconcepts.com)'
>
> Subject: Bernstein Trust Terminations
>
> Dear Eliot and Candice,
>
> [omitted]...Please be advised that we will not be paying bills during this transition period. Ted Bernstein has agreed to become the Managing Member of Bernstein Family Realty and all questions regarding the payment of household bills should be directed to him...[omitted]
>
> Janet Craig, CTFA
> Senior Vice President & Compliance Officer
> Oppenheimer Trust Company
> 18 Columbia Turnpike
> Florham Park, NJ 07932
> Tel: 973-245-4635
> Fax: 973-245-4699
> Email: Janet.Craig@opco.com

This communication and any attached files may contain information that is confidential or privileged. If this communication has been received in error, please delete or destroy it immediately. Please go to www.opco.com/EmailDisclosures

From: Sue Peterson [mailto:speterson@yoursecurityconnection.com]
Sent: Monday, December 30, 2013 2:00 PM

To: tourcandy@gmail.com
Subject: FW: Si Bernstein old account

Hi Candice, this is truly a very unfortunate situation, and we are caught in the middle of it, we responded to your request for the battery and dropshipped it to you in good faith. I really do not understand why you would give me the wrong information.

We will cancel this account today and hand it over for collection, but I wanted you to know that Mr Ted Bernstein says he is not responsible for the account.

Thank you

Sue

From: Ted Bernstein [mailto:tbernstein@lifeinsuranceconcepts.com]
Sent: Monday, December 30, 2013 11:07 AM
To: 'Sue Peterson'
Subject: RE: Si Bernstein old account

Hi Sue,

Candice is mistaken. Sorry for the confusion.

From: Sue Peterson [mailto:speterson@yoursecurityconnection.com]
Sent: Monday, December 30, 2013 11:03 AM
To: Ted Bernstein
Cc: Lindsay Giles
Subject: Si Bernstein old account

Hi Ted,

The monitoring fees for this account has not been paid since 10/1/13, and we also sent out a battery in October when Candice called in and requested it. The invoice was sent to you because Candice advised us that the house is now part of Bernstein Family Realty, and you will process the invoices for payment.

The past due accounts are scheduled to be disabled today at close of business, and the monitoring discontinued. You may remedy the situation by bringing the account up to date before 3pm.

Thank you

Sue Peterson
Accounting Manager

65. That Reimbursements for food, medical needs and more have not been paid back to Petitioner's wife Candice since the day Theodore took over, as they have for years to provide

for Petitioner's family's life sustaining funds for food, medical, etc. and these acts have basically starved Petitioner and his family and thrown great economic disasters upon them with intent and scienter intensifying for the last three months since Moran's arrest and this Court's failure to remove them from fiduciary and legal capacities.

66. That school trust funds set aside for Petitioner's children and funded prior to the deaths of Simon and Shirley were then illegally misused to pay for Petitioner's expenses on the direction of Spallina who directed Oppenheimer to use the funds with no authority to do so and with the promise that he would replenish and replace them as needed from monies from the Estates if they were exhausted while he waited to receive monies in the Estates. When it came time to replace those funds, Spallina refused Oppenheimer's request and intentionally and with intent to harm Petitioner drained these funds and overnight has left Petitioner now with no school funds for his children, no funds for utilities and food three months that are past due three months without notice and which funds were supposed to have been available through their inheritances and all this misuse of funds was on the direction of Spallina, Tescher and Theodore with Oppenheimer. Where there would be no need for Emergency funds and distributions from anyone if it were not for all of these delays in the final distributions of the inheritances due to proven and alleged criminal acts and civil torts. Petitioner already has pled these matters to the Court in prior Motions filed that remain unheard in particular to these claims of Extortion as already exhibited herein.

67. That Your Honor at the September 13, 2013 Hearing did not think Petitioner's Motion was an Emergency because no one was without food, medical or utilities at that moment on that day. Despite at the Hearing Your Honor learning of FORGERIES,

FRAUDULENT NOTARIZATIONS, a FRAUD ON THE COURT by using a DEAD MAN TO CLOSE THE ESTATE AS IF ALIVE and FRAUD ON THE BENEFICIARIES, this Court surprisingly did not deem these criminal acts committed in Your Honor's court alone enough to constitute an Emergency in and of itself. However, since the Hearings, things have been worse every day and food monies and utilities have been shut off without notice by the fiduciaries Theodore, Spallina and Tescher, in attempts to further extort Petitioner to Play or Pay and take monies in the Estate to the improper parties despite knowing the Beneficiaries are going to have to now be litigated as learned at the October 28, 2013 hearing before Your Honor and this would amount to participating in illegal conversion of assets and Petitioner has refused to take monies that are from illegal transactions.

68. That Theodore and Spallina working together to seize BFR are now selectively and without notice ceasing payments of school, monies for food and medical, school trips and sporting events of the children, all without any prior notice to Petitioner and slowly starving the children and family, costing Petitioner large deposits to be lost, the children possibly removed from school shortly due to lack of payment for three months and more. For example, two of Petitioner's children have now missed, due to lack of final payment, an opportunity long in the making and in large part due to the efforts of Simon, to play with an International Israeli Lacrosse Team and travel to Poland and Israel and play in both countries with Professional Athletes and coached by Harvard's assistant coach Ben Smith & Florida's own Jeff Goldberg. This trip was already deposited for, plane tickets purchased nonrefundable, jersey's made and rosters completed, a final payment was due and the bill transitioned from Oppenheimer to Theodore, Spallina and Tescher and despite multiple written requests transmitted to all parties

requesting payment or knowledge as to what was happening with the bill, as the children were to lose their spots and deposits and tickets, they all failed to respond timely. After weeks of no response, hours after the expiration deadline and the children's spots given to other children, Theodore responded that he chose not pay the deposit as he did not think it prudent.

69. That had Petitioner and his children's inheritances not been intentionally and criminally delayed, in violation of Probate Rules and Statutes and Law and further interfered with from the onset, monies from the inheritances and Estates and Trusts of Simon and Shirley would have flowed properly into Trusts and Entities established for Petitioner and his children and the monies would have flowed seamlessly into BFR, BFI and BHL and directly to Petitioner and his children to fund their living expenses for many years to come as designed by Simon and Shirley without needing anyone to determine the prudence.

70. That Petitioner was to be Manager of these entities or elected Managers to work with him, further providing his family income from managing the assets in them and that Spallina, Tescher, Theodore and Manceri have instead illegally interfered with these entities and without authority to perpetrate this Extortion and to deny Petitioner and his family income and other assets that would have paid for their expenses.

71. That the Estates have enough liquid funds to release funds in the interim to cover these Emergency needs of Petitioner's family while these matters caused by the Fiduciaries and Counsel are being settled both civilly and criminally and the Beneficiaries determined by both courts.

72. That if or why Petitioner is employed to pay these expenses suddenly heaped upon his family due to the delay's caused wholly by others responsible for delaying these funds

being transferred to the proper Beneficiaries is irrelevant as this Court and the Fiduciaries are the ones who are responsible to the Beneficiaries for the damages being caused by the delays in the transference of the inheritances to the proper parties by Officers of this Court in part due to a Fraud in and upon this Court and the Beneficiaries. Where such delays will now be furthered while these criminal and civil matters are resolved as pointed out by Your Honor in the September 13, 2013 Hearing and yet, Your Honor allows them to continue to operate as Officers of this Court and as Fiduciaries despite their proven involvement in criminal acts that they are wholly liable for and allows them to further Extort and Harass Petitioner. Therefore, the need for EMERGENCY DISTRIBUTIONS due to these intentional delays and criminal acts by Officers of the Court and Fiduciaries appointed by the Court has now become life threatening to Petitioner and his family, including three minor children and this Court must order on its own Motion if necessary EMERGENCY INTERIM DISTRIBUTIONS and set up on its own Motion an EMERGENCY HEARING TO DO SO.

MOTION FOR FULL ACCOUNTING DUE TO ALLEGED THEFT OF ASSETS AND FALSIFIED INVENTORIES

73. That on January 11, 2013, two years after Shirley's death Petitioner received, an un-docketed with the Court, alleged Inventory of Shirley after years of it being denied to Petitioner from her date of death on December 08, 2010 to May 2012 when Petitioner finally learned he was a Beneficiary of the Estate, to January 2013 when he finally received it.

74. That Petitioner had to retain counsel to finally get piecemeal information requested from Tescher and Spallina, including the Inventory that were all legally due Petitioner but had been suppressed and denied with intent. Due to the repeated refusals of

Tescher and Spallina to turn over the records to Petitioner, in violation of Probate Rules and Statutes, which has already been pled ad nauseum to this Court in Petitioner's prior pleadings that are largely unheard at this time, Petitioner was forced to retain counsel and was threatened by Spallina as evidenced in prior pleadings that he would be treated unkindly if he did.

75. That an example will show how Petitioner's counsel was then abused by Spallina and Tescher, running up huge bills in order to secure records and information legally owed to Petitioner and his children and further show how Spallina and Tescher were forcing costly litigation, another tactic to bleed the Estates in legal fees from their intentional misconduct. Petitioner then retained Tripp Scott law firm and Christine Yates, Esq. as counsel to secure records after months of refusal by Spallina and Tescher to turn over ANY records or financial information to Petitioner regarding his family's inheritance. Further, after learning of conflicts forced upon Petitioner by a lost insurance policy and a lost insurance trust of Simon's that then put him and his children in conflict for the proceeds, Yates was forced to then separate her representation for only Petitioner's children and Petitioner then was representing himself Pro Se to avoid Petitioner's OBVIOUS conflicts caused by Spallina and Tescher's lack of care of marshaling the missing insurance policy and trust. After Yates repeatedly requested information due to Petitioner, the following letter exchange illustrates between Attorney at Law Yates and another Attorney at Law, Marc R. Garber, Esq. who consults Petitioner on his RICO and other matters, the adversarial role Spallina and Tescher to Petitioner and Petitioner's COUNSEL becomes even more evident and Petitioner quotes from their letter exchange,

From: marcrgarber@gmail.com
To: cty@trippscott.com

Subject: RE: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: FW: Bernstein - E/O Shirley Bernstein &
E/O Leon Bernstein: Status
Date: Thu, 13 Jun 2013 11:02:40 -0400

Christine:

I had difficulty sleeping, as I was sorting through our conversation. What troubles me has troubled me in prior situations. Spallina is not the first "bully lawyering" situation I have seen or heard about. "If you scream loud enough and pound the table hard and often, the other side will cave". It troubles me that many times this approach works. Sometimes it becomes a fee and time matter, other situations result in the good lawyer becoming tired of dealing with "hard headed" uncompromising opponent. I have heard some people actually seek out a bully lawyer for these reasons. The reasons include the fact that they win using this approach. Further, and as you implied, with all the time you expended, Spallina gave us very little, in terms of everything; from documents to involvement in the administration.
It truly troubles me that Spallina continues to spin his web of deceit, and I believe this conduct is further circumstantial evidence that "something is very wrong". I am very glad Eliot filed whatever he filed and I do hope he prevails. I also hope Spallina is removed and perhaps punished for all he is doing. It also troubles me that once he learns of your withdrawal, Spallina will celebrate his victory. If I was licensed in Florida, I would take this on pro bono. Simply out of principal, and I would make certain a probate judge learns of Spallina's behavior. Unfortunately, I am not a Florida lawyer. If Eliot is able to get his motions before a probate judge, I hope he asks and you agree to testify as to how Spallina treated you. A judge may take real notice of that testimony.

Thanks,
Marc

From: Christine Yates [mailto:cty@TrippScott.com]
Sent: Friday, June 7, 2013 11:57 AM
To: 'Eliot Ivan Bernstein'; 'Eliot Ivan Bernstein'
Cc: Ibis A. Hernandez

Subject: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Status

Eliot and Candace, first I am glad that you are feeling better Eliot.

I have made no progress with Spallina in regards to obtaining documents and in my last call with him and Mark Manceri, Mr. Spalllina reiterated his position that the mortgage on the property you are currently residing in was what your father wanted, and that any information regarding the trust of your father would have to be addressed to your brother as trustee.

At this time, in order to receive the information you want, I believe you will need to institute legal proceedings against the estate and trust. Since a new course of action will need to be undertaken, at this time, I will be withdrawing as counsel for your children, and believe that you should now hire separate litigation counsel for them. I will be happy to assist your new counsel in providing them with any information and thank you for the opportunity you gave me to assist you.

110 SE Sixth Street, Suite 1500
Fort Lauderdale, FL 33301
954-525-7500
Christine T. Yates
Director
Direct: (954) 760-4916
Fax: (954) 761-8475
cty@trippscott.com

76. That instead of the alleged Co-Personal Representatives of Simon's Estate, Spallina and Tescher paying for counsel to review their insurance trust scheme they proposed due to an alleged lost policy and trust scheme (and if you believe that I have a bridge) and instead Spallina was forcing the legal costs to come out of Pre Funded School Trust funds of Petitioner's children, along with the other BFR bills, etc. all on his direction with Oppenheimer, all without legal authority. As illustrated in the following correspondence regarding why Yates was resigning as counsel, Your Honor can see how they are forcing economic ruin with scienter upon Petitioner and his family further through more dubious and alleged illegal acts and intentionally caused large legal fees and costs,

Date: Thu, 13 Jun 2013 13:05:50 +0000
From: cty@TrippScott.com
Subject: RE: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: FW: Bernstein - E/O Shirley Bernstein &
E/O Leon Bernstein: Status
To: marcrgarber@gmail.com; iviewit@iviewit.tv; iviewit@gmail.com

Marc, it was nice to speak with you yesterday. As we discussed, the reasons for the the termination of my representation were due to the insufficiency of funds in the trust accounts and the the corresponding

increase in litigation that would need to be filed in order to move this case forward. It is always a difficult decision as an attorney to proceed with litigation, using all funds in a trust to do so without a guarantee of results. This leaves the attorney in a difficult position with the trust beneficiary, their client...[omitted]

Thank you again for you time in speaking with me yesterday.

110 SE Sixth Street, Suite 1500
Fort Lauderdale, FL 33301
954-525-7500
Christine T. Yates
Director
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Fax: (954) 761-8475
cty@trippscott.com

77. That at the October 28, 2013 hearing Theodore claimed while testifying that to the best of his knowledge, his mother Shirley was only worth in Personal Property not allocated in trusts, USD $25,000.00. It should be noted that this was the last year unlimited marital transfers were allowed and therefore it would have benefited Simon to have inventoried and listed as many assets in Shirley's name, knowing no tax on the transfer would take place on any amount. Being a sophisticated Pioneer in estate planning tools almost his entire life, Simon would not have hid any assets or lowered their values to get them under a taxable amount as there was no fear of taxation and listing them in full was the advantage.

78. That on October 28, 2013 in an Evidentiary Hearing before this Court, Petitioner received an Inventory in the Estate of Simon electronically filed on June 11, 2013 (10 months after his DOD) unsealed by Your in Honor from Judge French's court and given to Petitioner for the first time. That again, this Inventory had been suppressed and denied from the Beneficiaries and Interested Parties in violation of Probate Rules and Statutes up until the Evidentiary Hearing, over a year after Simon's passing.

79. That on December 30, 2013 Petitioner received a NEW Amended Inventory of Simon, after this Court unsealed the previous one in the October 28, 2013 Evidentiary Hearing

and suddenly the amount of Simon's personal properties flourished with many new assets making the amount TEN TIMES what it was when the first one was allegedly done, illustrating the further failure to marshal the assets properly, as some of the new additions like a Promissory Note on Petitioner's children's home is listed. That Spallina and Tescher knew of this Promissory Note because they drafted and had executed the document and knew it was to be tossed in the garbage when Simon died but now apparently to threaten Petitioner that they (his siblings) are planning on stealing the home his children own and divvying it up between them using this Note have conveniently have added it to the Amended Inventory. The children's home and how it was being protected through the Promissory Note is further detailed in the May 2013 Petition filed with this Court and the question now becomes if Spallina and Tescher knew of this $365,000 Promissory Note to Simon as an asset from day one, why did they fail to list it on his inventory for 15 months, until now that they are adverse to Petitioner for having one of their own arrested and hostile in fact knowing they may be next.

80. This Amended Inventory in Simon also added some other items that Spallina and Tescher should have known about from day one, including bank accounts and more and appear to be added after realizing through Petitioner's pleadings and the creditor Stansbury's pleading in Simon's Creditor action against the Estate of Simon, which notified the Courts and Authorities that assets were missing from the Inventory of Simon and therefore this Amended Inventory of Simon is a Cover Your Butt attempt to plug holes and further Extort Petitioner, amended sixteen months after Simon's death. It should be noted here that Simon's Estate was ordered closed by Judge French by October 02, 2013 and the deadline for closing was missed and no extensions filed, in further violation of Probate Rules and Statutes. Again, no

Inventories or Accountings have been provided for the Trusts in either the Estate of Shirley or Simon at this time, also in violation of Probate Rules and Statutes and making accurate accounting of the Estate impossible by Beneficiaries.

81. That after reviewing the Inventories, it has become apparent that Personal Property assets of Shirley were not listed in the Inventories of Shirley and Simon. That these missing assets, once properly accounted for and inventoried would have then transferred to Simon but instead the items PETITIONER DISCOVERED were wholly excluded from both Inventories, as if they vanished into thin air and did not exist at all. That for Simon to have done anything with these assets of Shirley's he would have first had to legally inventory them on her Personal Property list and then have them transferred tax free through the estate plans to himself.

82. That full audits of the Estates are now needed due to these findings by Petitioner, by forensic experts that should include tax returns for 10 years personally and for any/all corporate entities they owned, ten years of bank accounts of Simon and Shirley and all other information owed to Beneficiaries and Interested Parties under Probate Rules and Statutes. The reason bank accounts are necessary now is because evidence was presented in the May 2013 Petition filed with this Court and largely unheard at this time, that Spallina and Tescher were found directing others to use Simon Bernstein's bank account for BFR months after his death and where when Legacy Bank discovered that Simon was dead and no one had notified them and people were using the account who were not authorized to use the account, well they FROZE the accounts of Simon and demanded to speak to the Personal Representative. Spallina was not a Manager of BFR at this time as Simon had died and no

successor was voted in per the bylaws until Spallina nominated with no authority Janet Craig to the Manager position and directed her actions forward with no authority to take over BFR.

83. That Petitioner has requested and repeatedly been denied the full accounting of the BFR accounts at Legacy Bank that were frozen and allegedly funds were transferred to Oppenheimer to a new BFR account in order to see how much money was in the Legacy Bank account when Simon died and how much transferred over once the account was frozen months after his death, due to the FELONY MISUSE of a bank account under FL laws under, all under the direction of Spallina knowingly and acting as the fiduciary to use a DEAD Simon's account for months in a company BFR that he had no legal authority to act in any way under.

84. That with the damning evidence of PROVEN AND ADMITTED FORGERY, FRAUD ON THE BENEFICIARIES, FRAUD ON THE COURT and more, this Court should have already called in the cavalry and made arrests from evidence the Court has that Officers of the Court are involved in criminal acts worthy of being read their Miranda Rights by Your Honor and then this Court should have instantly ordered a seizure of all original documents, records and assets and demanded full forensically audited financials and forensic document verification and simultaneously notified the proper authorities of ALL the crimes this Court now has knowledge of. Further, this Court should force restitutions to the victims instantly and further forcing bonding and surety and payment of all Petitioner's and other injured parties legal costs by those who caused the costs and the Court should be acting on its own Motions after taking Judicial Notice of FORGERY AND FRAUDULENTLY NOTARIZED DOCUMENTS, FRAUD ON THE COURT, FRAUD ON THE BENEFICIARIES and more, to achieve protection of the Estates and Beneficiaries and certainly not waiting for Petitioner who

is Pro Se to plead all this correctly, as these crimes proven and admitted were done by Officers of Your Court, the Fiduciaries of the Estates YOU APPROVED and YOU are allowing to continue to operate in YOUR Court and their contracted and supervised employees who they are wholly liable for under FL Law.

85. That anything that ANY of these parties who were acting in anyway in the commissioning of these crimes have done in the past is questionable and anything they do in trying to remedy these situations now, after the fact that they have been caught, are not trusted by Petitioner due to, including but not limited to;

i. the Forgery and Fraudulent Notarization of Petitioner's name on documents filed with the Court that they all participated in,

ii. the POST MORTEM Forgery and POST MORTEM Fraudulent Notarization of Petitioner's father name on documents filed with the Court that they all participated in,

iii. the fact that they then illegally used Simon's identity Post Mortem to file a series of documents to close the Estate of Shirley and then allegedly attempted to change the Beneficiaries of Shirley's with other documents that appear legally deficient and alleged Fraudulent and Forged in Simon's Estate,

iv. the Fraud on the Court and Beneficiaries already proven committed by Officers of this Court,

v. the Bank fraud alleged in the misuse of a dead persons accounts knowingly and with intent,

vi. the Violations of Petitioner's family Entities and alleged criminal acts

thereunder, and,

vii. the ongoing alleged, Insurance Fraud, Fraud on a Federal Court, Theft of Assets, Violation after Violation of Probate Rules and Statutes and Law, Extortion and more, as previously pled also in Petitioner's Motions and Petitions already languishing for months before this Court and exhibited herein.

86. That Petitioner has recently come into possession of an American Home Assurance Company Policy containing a Private Collection Coverage Policy Number PCG0001332360, Effective date August 10, 2009, containing a schedule of Shirley's Jewelry insured for a value of $613,932.00, evidenced herein as EXHIBIT 1, which Petitioner alleges is a fraction of the value of her total Jewelry owned at that time and at the time of her death that is now missing from both Estates and was not inventoried as her personal property and does not show up in Simon's personal property either. Even if it is alleged Simon gave it away or ate it, for him to have done so the items would have to have been listed on Shirley's Inventory and then transferred legally to him to do as he pleased. If he gifted them later, gift tax returns and more would have to have been filed and still would have been listed as Shirley's personal properties first before the gifts were made by Simon.

87. That Petitioner alleges that Tescher, Spallina and Theodore knew about this Policy and its contents insured thereunder that were Personal Property of Shirley and that they have intentionally and with scienter suppressed and denied this information from both the Court Petitioner and left these items off the Inventories intentionally to steal off with the assets.

88. That there are also alleged to be Appraisals done for Shirley's Jewelry shortly

before her death for various items that also appears to have gone missing from the Estate records that were kept with each item that further confirm the value of many of Shirley's jewels. That if these jewels were added as her Personal Property, then Theodore and Spallina's testimony in the October 28, 2013 Hearing before this Court that she had only $25,000.00 in personal property would be grossly off in just in the missing Jewelry alone. Again, the advantage for Simon at the time with no taxable transfer was to list it all on Shirley's Inventory, which being an expert Estate planner he would have done.

89. That Shirley's Jewelry does not appear in the Inventories and where Petitioner's father and mother had stated that bequeathments of various items were to be distributed with certain items going to individual Beneficiaries and others but those too appear missing from the Estate documents and Petitioner claims these too are being suppressed and denied, in violation of Probate Rules and Statutes.

90. That it is alleged that after Shirley died, on a visit to see Simon, Petitioner's sisters, Pamela Simon ("P. Simon"), Jill Iantoni ("Iantoni") and Lisa Friedstein ("Friedstein") removed from the Estate Shirley's Personal Properties, while their father thought they were cleaning out her closets and organizing things. Instead they overnight took off with and shipped boxes and boxes of Shirley's Personal Effects and took all of her Jewelry, Minks, Art and other valuable objects of hers.

91. On information and belief this removal of the property was claimed by P. Simon, Iantoni and Friedstein in order to prevent theft of the items from Simon's assistant, Rachel Walker and later his companion and friend, Maritza Rivera Puccio ("Puccio"), who they claimed were going to rob Simon of Shirley's personal properties and therefore they were

taking them to Chicago to their homes to protect them.

92. That later when Petitioner questioned Spallina and Tescher and his siblings on where the items were, as some were told to Petitioner by his Mother that they were being bequeathed to him, his wife and children, they attempted to then claim these were gifts to them by Simon and that they have no records of what they removed or inventories of the items that were allegedly now gifted to them.

93. That the problem with this story is that they were Shirley's Personal Property on the day she died and therefore had to be legally listed on her Inventory first before they could become Simon's to gift and Simon would not have committed tax evasion or other criminal acts to improperly transfer assets to himself. Petitioner and his children have not received one item of the Personal Property of Shirley's or the missing Jewelry, despite being Beneficiaries to either a 1/3 or 1/5 of the items depending on the ultimate beneficiaries determined by the courts.

94. That Petitioner has requested to see the Tax Returns of Simon and Shirley to confirm that at minimum, this $613,932.00 of Jewelry was ever gifted legally but he and his children's former counsel were denied all such requests for information.

95. That Petitioner is aware of a Bentley automobile paid for in full as a gift from Simon to Shirley, owned and titled to Shirley and driven exclusively by Shirley for several years prior to her death that is also not listed on the Inventory of Shirley as Personal Property, again just vanishing into thin air, no accounting of it, no inventorying of it, poof. Again, even if Simon had later sold the car or ate it, he would have first had to inventory the item as an asset of her Estate.

96. That Petitioner has checked the Inventory of Simon and the items missing from Shirley's Inventory that are on the insurance policy do appear listed on Simon's Inventory or his recently Amended Inventory either.

97. That in fact, on December 20, 2013 Petitioner received an Amended Inventory of Simon that also failed to include the missing Jewelry and automobile but was amended to add a ten time increase in assets, as discussed already herein.

98. That these missing and unaccounted for assets of Shirley and Simon's Estates that appear to have gone missing from the Inventories, despite whether they were gifted, sold or ate, remain wholly unaccounted for, evidencing further foul play and egregious bad faith in marshaling the assets of the Estates, in violation of Probate Rules and Statutes and Law. Further, complaints have recently been lodged criminally for the alleged Theft of these assets, as claims will have to be filed with the insurance companies to collect on the stolen items or have them returned in toto or accounted for if they were sold or otherwise transacted.

99. That Petitioner is requesting now that the Estate of Shirley is reopened, a full and forensic accounting and inventorying of Shirley and Simon's Estates and Trusts, including ALL DOCUMENTS and RECORDS filed in the Court by any Party and an auditing of the Court records and files to further determine the extent of the criminal acts uncovered.

100. That due to these new discoveries in the Estate Inventories, FULL accounting is necessary and it was learned in the October 28, 2013 hearing that Spallina claimed that he did no inventorying of Shirley's Personal Property assets at all and relied only an alleged phone call with Simon to assess her worth, where Simon allegedly stated she was only worth $25,000.00 to his counsel Spallina. That Simon then allegedly signed this inventory and in so

doing was committing fraud as he knew of the Jewelry and auto of Shirley, as did Robert Spallina, Tescher and Theodore.

101. That this Court must now overturn its prior Order to not deal with documents in Shirley's estate that were filed by Simon to close the Estate while he was "serving" as Personal Representative while alive and this Inventory of Shirley's that was ALLEGEDLY FILED while Simon was alive must now be evaluated and investigated further and is now challenged as to its authenticity based on this new information of missing assets, despite when it was alleged filed by Simon either alive or dead.

102. That this is NOT one of the documents that were served illegally for Simon by Tescher and Spallina Post Mortem upon the Court, used as if he were alive and "serving" them to the Court while he was dead and while legally one cannot serve anything while dead as Personal Representative, this is allegedly one of the documents Simon signed while allegedly alive. This would appear as possible tax evasion and theft of assets for no reason committed by Simon and Spallina in preparing this Inventory falsely and therefore the document becomes suspect and where items are then found missing that everyone had knowledge of and possession of and distributions were made between certain family members (not a single item to Petitioner) and all this information concealed from the Courts and Petitioner, which again should sound a FIRE ALARM IN THE COURT to take further instant action to call in the cavalry and FREEZE THE ESTATES and REMOVE THE PERSONAL REPRESENTATIVES AND COUNSEL and more.

103. That now with proven factual evidence of Post Mortem Forgery of Simon's name on documents submitted on his behalf while dead and now this Inventory which appears

to be falsified, there is need to review ALL the documents of Shirley and Simon's Estates forensically and call in the Attorney General or State Attorney to investigate all the documents used to perpetrate the Fraud on the Court, who prepared what and when, who signed what and when, who docketed what and when and more. Further this Court must now turn over any logs and records of the Courts for injured parties to have discovery on and determine who exactly was involved and if the documents are legitimate and properly entered into the record and therefore no documents pre or post Simon's death filed and served on his behalf with the Court or ANY documents should be excluded at this time from further investigation and they should instead be opened widely for inspection by Petitioner and the Authorities. Again, this Court should force the costs and legal expenses be burdened to the responsible parties and not come from the victimized Estates or victimized Beneficiaries and Interested Parties.

104. That this Court should take further Judicial Notice of the crimes, proven admitted and alleged in this case thus far and again act on its own Motions as required by Judicial Cannons and Law to report all those Attorneys at Law and Officers of this Court involved thus far in any way and the criminal matters of Fraud on the Court and Fraud on the Beneficiaries to the proper authorities and cease their ability to further harm and damage Petitioner and his family.

105. That for all these reasons Petitioner's Motion for Full and Formal Forensic Accounting and Document Analysis be granted and paid for by those parties who have caused these problems through criminal acts and more and the costs should not be burdened further on the victims or the Estates or the Court.

MOTION TO NOT CONSOLIDATE THE ESTATE CASES OF SIMON AND SHIRLEY BUT POSSIBLY INSTEAD DISQUALIFY YOUR HONOR AS A MATTER OF LAW DUE TO DIRECT INVOLVEMENT IN FORGED AND FRAUDULENTLY NOTARIZED DOCUMENTS FILED BY OFFICERS OF THIS COURT AND APPROVED BY YOUR HONOR DIRECTLY

106. That the six documents that are proven FORGED and FRAUDULENTLY NOTARIZED presented to Your Honor's Court and additionally regarding the multiple documents from September 13, 2012 to January 2013 that were filed illegally Post Mortem for Simon used to close the Estate. Your Honor and his court officials had direct involvement in and may be called as material and factual witnesses regarding these matters. As Your Honor admitted these FORGED and FRAUDULENTLY NOTARIZED documents to the record to close the Estate and had direct involvement in the Fraud on the Court that was perpetrated on the Court and Beneficiaries, including Petitioner and his three minor children, Your Honor's role in these events becomes directly inter-related and thus conflict arise and possible adverse interest arise as Your Honor may want to hurry this under the rug as it all occurred in your Court and it could be alleged that you are biased or covering up the acts of not only the guilty but your Court officers involved. Not to say that this is the case but that now it COULD be and on that ground Your Honor's handling of this case further may be improper under Judicial Cannon's and more.

107. That Petitioner requests that this Motion to Disqualify Judge Colin in Shirley's estate be heard by a non-conflicted Justice, due to Judge Colin's direct involvement in the matters, the direct involvement of Officers of his Court in FORGERIES, FRAUDULENTLY NOTARIZED DOCUMENTS and FRAUD ON THE COURT AND BENEFICIARIES and the fact that all of these Criminal Acts proven and those alleged have occurred in and upon his

Court and these conflict Judge Colin from handling the matters further without the possibility of bias or prejudice or more to Petitioner who has exposed this massive Fraud on the Court.

108. That as Petitioner is the one who has exposed these Frauds on the Courts and had them prosecuted and could lead to others arrest, including Officers and Fiduciaries of the Court directly involved causes possible Adverse Interests against Petitioner who has exposed these crimes occurring in the Court, committed by Officers of the Court and the Fiduciaries that Judge Colin approved to the record and allows to continue as Officers of the Court and Fiduciaries despite his firsthand knowledge of criminal acts they are involved in alleged violation of Judicial Cannon's and Law.

109. That this puts Judge Colin now in the uncomfortable position as Witness at minimum to what occurred and how his name and his courtroom were used to enable the frauds, but nonetheless, Judge Colin will be deposed by Petitioner regarding his signatures on the fraudulent documents in the record and his direct and personal knowledge regarding the Fraud on his Court and how exactly the crimes occurred and who was involved, crimes he himself observed on the record in both hearings, that led him to declare twice on the record in a September 13, 2013 hearing, that he had enough evidence of fraud on the court to read Tescher, Spallina, Theodore and Manceri their Miranda Warnings but inexplicably has not read them to them yet and has further enabled their criminal activities to continue and flourish. Why Judge Colin has failed to then report these felony frauds on his Court to all the proper authorities or have them arrested and instead gave the guilty parties opportunity to continue to operate as Fiduciaries and Officers of his Court and pollute the record further will also be questioned and perhaps new Judges will read them their Miranda Rights as Colin should have done but did not,

as of the date of this Pleading.

110. That any state or federal investigators that Judge Colin has had contact with to this point must also be removed from further investigation and new investigators who have not had ex parte conversations with Judge Colin must be introduced to investigate the matters without any prejudice that may have occurred in those conversations that may have impeded Petitioner's due process rights to file further complaints, including against the Officers of his Court that perpetrated the criminal Fraud on the Court or obstructed justice in any way.

111. That after speaking with Detective Ryan Miller of the Palm Beach County Sheriff who investigated the crimes of Moran, Judge Colin made it clear to him that he would be in charge of filing any criminal complaints regarding crimes permitted in his Court by Officers of his Court, Tescher, Spallina, Manceri and Ted (as an alleged Fiduciary). If Judge Colin were to fail to take the necessary actions and Petitioner was blocked of his due process and procedural rights from filing criminal complaints this could cause Petitioner to run into Statute of Limitations issues from the obstruction.

112. That Petitioner does not seek Disqualification out of disrespect or dispute with Your Honor at this time but because it now becomes the only legally justified action for Your Honor to take now that Felony Crimes have been committed in and upon Your Court and the Beneficiaries you are custodian for, including three minor children, and Your direct involvement can be questioned. Where this Court, whether intentionally or not, has allowed these FORGED and FRAUDULENTLY NOTARIZED documents to become part of the record of the Estate, polluting the record and trust in any documents filed by the Fiduciaries and Counsel of Record with the Court and therefore if Judge Colin is disqualified all orders and all

records, including all Original documents filed with and by the Court should become open to inspection by the injured parties.

113. That these acts of Officers of the Court, were approved and entered into the record by Your Honor and the Estate closed illegally with Your Honor's stamp of Approval on all of the questionable documents including those filed by Moran but many others as listed already herein done by Spallina and Tescher, which may prove later to be done without malice by Your Honor and other members of the Court but as fraud was committed upon Your Honor by Court Officers already puts Your Honor in conflict and with possible adverse interests to Petitioner inherently and partiality cannot be assured any longer and Disqualification, not recusal is sought for these reasons.

114. That instead of ruling further on Petitioner's Motions and Petitions that have languished before the Court since May 2013 virtually denying Petitioner's due process rights wholly, the Court has instead accepted new inappropriately filed motions by the opposing counsel and ruled on them despite that they were filed inappropriately by Officers of the Court and Fiduciaries who have admitted to and acknowledged Fraud on the Court and Beneficiaries. These motions filed were much later than Petitioners, almost eight months later and were filed in a cover their butt and pepper the record approach to cover up the crimes through further harassment and abuse of process in the Courts against Petitioner, which the Court may or may not be found to have been complacent in.

115. That the fact that the Court is no longer an independent Court involved directly in the criminal activity, whether innocently or not, the cases should not be merged and consolidated between the two Judges who are already involved but should instead instantly be

transferred to two new Judges of the Court, who are prescreened for Conflicts with Petitioner and all prior rulings stricken and all pleadings of counsel investigated for further fraud and reheard entirely free of conflict or adverse interest with Petitioner, as he is the one who has exposed these Frauds in the Court committed by Officers of the Court and the Fiduciaries.

116. That all Fiduciaries and Officer of the Court acting as counsel must also be disqualified instantly for their involvement in the criminal acts and all their pleadings stricken and further their records and all assets held of the Estates should immediately be seized by the new Judges hearing these matters forward and frozen and admitted as evidence.

117. That for all these reasons Petitioner's request to not consolidate the cases of Simon and Shirley at this time and if it is determined that they should be consolidated it should not be with either Judge French or Judge Colin for the obvious conflicts and adverse interest now created.

118. That Title 42 United States Code standard 1983, Entitles Petitioner to NOT have his RIGHTS Deprived as a matter of law. As does the rules of procedure, Florida Law, the Bill of Rights, the Constitution of the United States, UCC Codes, and Rules of Administrative Procedure.

119. That upon knowledge and belief, Petitioner alleges that Case Law states that when a judge acts as a trespasser of the law , when a judge does not follow the law, she then loses subject matter jurisdiction and the Judges orders are void ,of no legal force or effect . Judicial immunity is lost when a Judge lacks jurisdiction.

MOTION FOR THE COURT TO SET AN EMERGENCY HEARING ON ITS OWN MOTION DUE TO PROVEN FRAUD AND FORGERY IN THE ESTATE OF SHIRLEY CAUSED IN PART BY OFFICERS OF THE COURT AND THE DAMAGING AND DANGEROUS FINANCIAL EFFECT IT IS HAVING ON PETITIONER, INCLUDING THREE MINOR CHILDREN AND IMMEDIATELY HEAR ALL PETITIONER'S PRIOR MOTIONS IN THE ORDER THEY WERE FILED

120. That Petitioner requests an Emergency Hearing be set on this Court's own Motion with new Judges to hear ongoing allegations of continued Extortion by Officers of this Court and Fiduciaries who are directly involved in the proven criminal acts thus far committed on the Court and Beneficiaries. These Extortionary acts are in efforts by the guilty parties to shut down Petitioner and his family immediately through life threatening calamities brought on by these same guilty Respondents acting still as Fiduciaries and Counsel to cause intentional harm against Petitioner, his wife Candice and their three minor children, by those guilty parties who now all have Adverse Interests as Fiduciaries and Counsel in these matters with Petitioner who is trying to have them further prosecuted and tried for additional ongoing criminal acts to those already proven and admitted.

121. That Petitioner respectfully requests that the new Judges hold immediate Emergency hearings on their own Motion to release EMERGENCY funds for Petitioner and his family, within 48 hours, as their lives are at risk as already defined herein and in prior unheard Motions and Petitions, due to the delay in inheritances being distributed to them caused in part by the crimes proven and those alleged herein, including criminal acts of Officers of the Court in and upon the Court and the Beneficiaries, including targeting Petitioner and his children who have exposed the Frauds, Forgeries, Fraud on two Courts, Fraud on a Federal Court, Theft of Assets and more with intent to harm them in dangerous financial ways without notice or

warning.

122. That Petitioner requests the new Judges hearing these matters also schedule further Emergency Hearings to investigate and call in State Prosecutors to investigate the ongoing alleged criminal frauds in the Estates and ongoing in the courts of Judge French and Colin, as defined at length in Petitioners previously unheard Motions and Petitions referenced herein that have been filed since May 2013 and virtually unheard in particular to the many Motions therein, languishing without adjudication that denies Petitioner's due process rights and is alleged to Obstruct Justice of Petitioner in violation of Judicial Cannons, Attorney Conduct Codes and Law.

Eliot Bernstein, Pro Se and as legal guardian
on behalf of his minor three children

X_____

CERTIFICATE OF SERVICE

I, ELIOT IVAN BERNSTEIN, HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by email to all parties on the following Service List, January 02, 2013.

Eliot Bernstein, Pro Se and as legal guardian
on behalf of his minor three children

X_____

SERVICE LIST

Respondents sent US Mail and Email

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JACOB NOAH ARCHIE BERNSTEIN (ELIOT MINOR CHILD)
DANIEL ELIJSHA ABE OTTOMO BERNSTEIN (ELIOT MINOR CHILD)
ALEXANDRA BERNSTEIN (TED ADULT CHILD)
ERIC BERNSTEIN (TED ADULT CHILD)
MICHAEL BERNSTEIN (TED ADULT CHILD)
MATTHEW LOGAN (TED'S SPOUSE ADULT CHILD)
MOLLY NORAH SIMON (PAMELA ADULT CHILD)
JULIA IANTONI – JILL MINOR CHILD
MAX FRIEDSTEIN – LISA MINOR CHILD
CARLY FRIEDSTEIN – LISA MINOR CHILD

EXHIBIT 1 – SHIRLEY PERSONAL JEWELRY POLICY - AMERICAN HOME ASSURANCE COMPANY PRIVATE COLLECTION COVERAGE POLICY NUMBER PCG0001332360, EFFECTIVE DATE AUGUST 10, 2009

COLLECTIONS

American Home Assurance Co.
Name of Issuing Company

Renewal Declarations Page

Declarations Page

Your Declarations Page shows at a glance the coverage you have and your premium. Your Declarations Page is part of your policy. Please read your policy carefully, including your Declarations Page and any attached Endorsements, for a description of your coverage.

Policy Number:
PCG 0001332360

Policy Period: 08/10/2009 08/10/2010
At 12:01 A.M. standard time at your mailing address shown below

Name of Insured and Mailing Address:
Simon & Shirley Bernstein
7020 Lions Head Lane
Boca Raton, FL 33496

Agency Name, Address, Phone # & Code:
MarketScout Corporation-IL
40 W222 LaFox Rd Suite Q2
St. Charles, IL 60175

(630) 377-9430 0053923

YOU WILL BE BILLED SEPARATELY FOR ANY PREMIUM DUE.

The kind of losses that are covered and any special limits or deductibles that apply are explained in detail in your Policy.

Summary of Coverage

Class	Scheduled Items Amount of Coverage	Blanket Items Amount of Coverage	Blanket Items Single Article Limit	Premium
JEWELRY				

Citizens Property Insurance Corporation Emergency Assessment: $80.00

Total Premium: $8,061.00

ENDORSEMENTS ATTACHED TO THIS POLICY:
PCP (03/06), PCG GLSA (03/06), PCP AEFL (03/06)

PCP DEC-FL (09/07)

Schedule of Items

Endorsement Effective Date : 08/10/09

Policy Number: PCG 0001332360

JEWELRY

	Item Description	Amount Insured
1	1 LDS 18K YG DIA BANGLE BRACELET 4.70 CT	$22,045
missing 2	LDS 18K YG ROLEX WATCH PRESIDENT MODEL	$12,175
3	LDS 18K YGDIAMOND AND PEARL RING	$14,995
4	1 PR 18K YG DIAMOND & PEARLEARRINGS 1.50 CTS	$16,406
5	18K YG & WG DIAMOND RING	$13,087
6	18K WG DIAMOND & JADE RING SET	$4,357
7	18K YG & PLAT DIAMOND RUBY SAPP EMERALD RING	$16,406
8	18K YG LAPIS & DIAMOND MARQUISE SHAPE	$3,460
9	18K YG PLAT DIA DOME RING 71 ROUND DIAMONDS	$9,869
10	PR 18K YG DIAMOND HOOP EARRINGS 4.48 CTS	$13,842
11	18K YG AND WG MOBE PEARL & DIAMOND RING	$2,320
12	18K YG PLAT MULTI COLOR DIAMOND CLUSTER RING	$30,503
13	14K YG PLAT DIAMOND CLUSTER RING 2.25 CTS	$6,023
14	18K YG & WG BLACK OPAL & DIAMOND RING	$23,454
15	18K YG 3/8" WIDE DOG COLLAR NECKLACE 38.5 DWT	$3,717
16	18K YG GARNET & DIAMOND PENDANT	$13,202
17	18K YG COMMEMORATIVE ISRAEL MEDALLION PEND WATCH	$8,587
18	18K WG CHOPARD LDS DIA BANGLE BRACELET WATCH	$17,302
19	18K YG & DIAMOND W/ GREEN ENAMEL BANGLE BRACELET	$7,691
20	18K YG BANGLE BRACELET SET W/ OPALS RUBY SAP DIA	$8,587
21	18K YG 27" OVAL AND TWIST LINK NECKLACE	$3,460
22	18K YG TWISTED LINK& ROPE BAR LINK NKLC 15 1/2	$3,844
23	18K YG & WG 36" DOUBLE ROPE CIRCLE WG ROPE SQUARE	$4,486
24	1 JADE BEAD NECKLACE 1 JADE PENDANT	$6,153
25	LADIES DIAMOND RING 1 ROUND 4.77 CT & 2 TAPERED BAGUETTE .60 TOTAL WEIGHT SET INPLATINUM	$51,652
26	ONE PAIR DIA/PLATINUM EARRINGS 2.07 CTW H/SI	$17,174
27	18K DIAMOND NECKLACE	$12,303
28	18KT LADIES DIAMOND NECKLACE SET WITH ROUND BRILLIANT CUT PAVE DIAMONDS 5.81 CTSVS1 CLARITY, F G COLOR	$13,072
29	RING SET IN PLATINUM, MTG RECTANGLE CUT DIAMOND 7.17 CARAT WEIGHT, COLOR H, CLARITY SI 2, WITH TWO TRILLIANTS DIAMONDS 1.45 CARAT	$247,250

TOTAL JEWELRY AMOUNT COVERED $613,932

PRIVATE CLIENT GROUP

CHARTIS

NOTICE

To report a claim, please contact:

1-888-760-9195

POLICYHOLDER NOTICE

Thank you for purchasing insurance from a member company of Chartis Inc. (Chartis). The Chartis member companies generally pay compensation to brokers and independent agents, and may have paid compensation in connection with your policy. You can review and obtain information about the nature and range of compensation paid by Chartis member companies to brokers and independent agents in the United States by visiting our website at www.aigproducercompensation.com or by calling Chartis at 1-800-706-3102.

PRIVATE CLIENT GROUP

YOUR PRIVATE COLLECTIONS COVERAGE

QUICK REFERENCE

COVERAGE IS PROVIDED BY THE CHARTIS INC.
MEMBER COMPANY NAMED ON THE DECLARATIONS PAGE.
EACH IS A STOCK COMPANY.
(REFERRED TO IN THE POLICY AS THE COMPANY.)

POLICY PROVISIONS		Beginning on Page
Section I	Definitions	2
Section II	Coverages	2
Section III	Payment of Loss	2
Section IV	Exclusions	3
Section V	General Conditions	4

The Policy together with the Declarations Page and Endorsements, if any, complete the policy.

However, if the **market value** of the scheduled item immediately before the loss exceeds the amount of scheduled coverage for that item or the **market value** of the item after restoration, we will pay its **market value**, up to 150% of the amount scheduled. The most we will pay in any one loss is the policy limit per class.

B. **Blanket Coverage**

We shall pay the amount required to repair or replace the property, whichever is less, without deduction for depreciation, for a covered loss to **valuable articles** with blanket coverage as shown on the Declarations Page. If the restored value of the item is less than the **market value** immediately prior to the loss, we shall pay the difference. We will not pay more than the blanket limit per item for loss to any one item as shown on the Declarations Page, or, in the absence of a per item limit, we will not pay more than the amount of blanket coverage for that class.

C. **Pair or Set**

For a covered loss to a pair or set, you may elect to:

1. Repair or replace any part to restore the pair or set to its condition immediately before the loss;
2. Be paid the lesser of:
   a. The difference in the **market value** of the pair or set immediately before and after the loss; or
   b. The difference between the amount of coverage and the **market value** of the pair or set after the loss.
3. Surrender the undamaged items of the pair or set to us, in which case you will be paid the lesser of:
   a. The amount of the blanket coverage of the pair or set; or
   b. The **market value** of the pair or set immediately prior to the loss.

In no event shall the payment exceed:

1. 150% of the amount of scheduled coverage for that pair or set.
2. The blanket limit for loss to any one item as shown on the Declarations Page.

SECTION IV - EXCLUSIONS

The following exclusions shall apply to claims for Valuable Articles coverage:

A. **Stamps and Coins**

We do not cover any loss to stamps and coins caused by fading, creasing, handling, denting, scratching, tearing, thinning, color transfer, aridity, dampness, or extreme temperature fluctuations.

B. **Collectibles**

We do not cover any loss to **collectibles** caused during use other than as a **collectible**.

C. **Reparation and Restoration**

We do not cover any loss or damage to **fine arts**, stamps, coins, musical instruments, cameras or **collectibles** caused by or resulting from reparation, restoration or retouching, unless approved by endorsement.

D. **Wear and Tear**

We do not cover any loss caused by:

1. Wear and tear, gradual deterioration;
2. Inherent vice and latent defect;
3. Smog, rust or other corrosion;
4. Mold, wet or dry rot; or
5. Birds, vermin, rodents or insects.

E. **Breakdown**

We do not cover any loss caused by electrical or mechanical breakdown, with the exception of any loss to wine caused by temperature extremes or changes in temperature resulting from the failure of a climate control system.

F. **Intentional Act**

An intentional act is one whose consequences could have been foreseen by a reasonable person.

We do not cover any loss caused by any intentional act committed:

1. By or at the direction of you or a **family member**; and
2. With the intent to cause a loss.

G. **Dishonest Acts**

We do not cover any loss caused by any dishonest or criminal act(s) by or at the direction of you or any **family member**.

H. **War**

We do not cover any loss caused by:

1. Undeclared war, civil war, insurrection, rebellion or revolution;
2. Warlike act by a military force or military personnel; or
3. Destruction or seizure of property for a military purpose.

L. **Packing/Unpacking**

To the best of your ability, you will provide for the insured property to be packed and unpacked by competent packers and handlers.

M. **Your Duties After a Loss**

If you suffer a covered loss, you must perform these duties:

1. **Notification** - You must immediately notify us or your agent of your loss. In case of theft or accident, you must also notify the police or similar competent authority within 90 days of the loss.

2. **Protect Property** - You must protect property from further damage; and make any repairs that are necessary to protect the property; and keep an accurate record of your expenses. We will pay the reasonable costs of protecting the property from further damage. This will not increase the amount of coverage that applies.

3. **Prepare an Inventory** - In the event of blanket coverage, you must prepare an inventory of the damaged personal property. It should describe the property in full, then show in detail the amount insured under this policy and actual amount of the loss. You must attach bills, receipts, and other documents to support your inventory.

4. **Display Property** - You must show us the damaged property when requested.

5. **Examination Under Oath** - We have the right to examine under oath as often as we may reasonably require, you and your family members. We may also ask you to give us a signed description of the circumstances surrounding a loss and your interest in it, and to produce all records and documents we request and permit us to make copies.

N. **Insurable Interest**

We will not pay for any loss to property in which you or a family member does not have an insurable interest at the time of the loss.

O. **Abandoning Property**

You cannot abandon any property to us, or a third party, unless we agree to accept it.

P. **Carrier and Bailees**

We will not make any payments under this policy to the benefit of any carrier or other bailee of damaged property.

Q. **Legal Action Against Us**

You agree not to bring legal action against us unless you have first complied with all conditions of this policy. You also agree to bring any action against us within one year after a loss occurs, but not until thirty (30) days after proof of loss has been filed and the amount of loss has been determined.

R. **Vaulted Jewelry**

Scheduled jewelry described on the Declarations Page as "vaulted" must be kept in a bank vault. There is no coverage while these items are out of a vault, unless we receive notice in advance of the removal.

S. **Appraisals**

If you and we fail to agree on the amount of loss, either party may make a written demand that each selects an independent appraiser. In this event, the parties must notify each other of their selection within twenty (20) days. The independent appraisers will select an arbitrator within fifteen (15) days. If an arbitrator is not agreed upon within that time, either party may request the arbitrator be selected by a judge. The independent appraisers will then appraise the loss and submit any differences to the arbitrator. A decision in writing agreed to by the two appraisers or either appraiser and the arbitrator will be binding. Each appraiser will be paid by the party that has selected him. You and we will share the expenses of the arbitrator equally.

T. **Inspection and Surveys**

We have the right but are not obligated to:

1. Make inspections and surveys at any time;
2. Give you reports on the conditions we find; and
3. Recommend changes.

U. **Examination of Your Books and Records**

We may examine and audit your books and records as they relate to this policy at any time during the Policy Period and up to three years afterward.

V. **Salvage**

When we pay for a total loss, we may keep all or part of the damaged property.

W. **Recoveries**

In the event we pay for a covered loss to property and the property is recovered, we agree to offer you an opportunity to buy it back.

X. **Cancellation**

1. **Your Cancellation**

You may cancel this policy or any part of it at any time by notifying us in writing of the

PRIVATE CLIENT GROUP

CHARTIS

American Home Assurance Co.
Name of Issuing Company

This Privacy Policy relates only to policyholders who have purchased personal insurance such as private passenger automobile, homeowners, collection and personal umbrella liability insurance. If you have purchased another type of policy from another Chartis member company not listed above, please contact that company to receive a copy of the relevant privacy policy.

PRIVACY NOTICE

The member companies of Chartis Inc. (Chartis) that provide personal auto, home, collection and umbrella insurance policies recognize the importance of respecting the privacy of our policyholders and want to make sure that you know the steps we take to protect the privacy of the customer information we collect and, in some cases, disclose.

We encourage you to read the following information about how we collect, disclose and protect your information. No action is required on your part.

1. What information do we collect?

The member companies of Chartis that underwrite the insurance products listed above and its agencies collect only information necessary to underwrite and provide accurate insurance rates, and to maintain and improve customer service and claims handling for our policyholders. We obtain nonpublic personal information about you, our policyholder, from you in your request for a quotation of rates, applications, policy transactions, including claims, and other interactions with us, as well as from credit reporting agencies, motor vehicle departments, claim history reporting agencies and other third parties. For property insurance, we may send someone to inspect your property and verify information about the value and condition of your property. The information collected may include, for example, your name, address, birth date, phone number, e-mail address, driver's license number, accident/violation history, information about vehicle operators, mortgages, lien/lease holders, vehicle information, credit card information, credit report information, occupation and whether you own or rent your home. We obtain and use this information only in accordance with state and federal law.

2. How do we use collected information?

The information we gather helps us identify who you are, manage our relationship with you, develop products and services that meet your needs, provide you with accurate rates and provide excellent customer service. We do not sell your information to other companies for any reason.

3. What information do we disclose?

We may disclose information to affiliates and unaffiliated third parties for the purpose of servicing customers' insurance needs, performing business services for us or as otherwise permitted or required by law. For example, at times we disclose information about our policyholders such as name, address, telephone number, policy number and coverages to service providers for the provision of specific services such as inspections and appraisals after a claim and marketing our insurance products. For purposes of fraud prevention, we also participate in several insurance industry supported databases of reported claims and additional driver information. We may disclose information to organizations conducting actuarial or research studies and to companies that perform research and marketing services on our behalf.

Amendatory Endorsement - Florida

With respect to coverage provided by this endorsement, all provisions and conditions of the policy apply unless they are changed by this endorsement.

Section V - GENERAL CONDITIONS. Legal Action Against Us is deleted and replaced by the following:

Legal Action Against Us

You agree not to bring legal action against us unless you have first complied with all conditions of this policy. You also agree to bring any action against us within five years after a loss occurs, but not until thirty (30) days after proof of loss has been filed and the amount of loss has been determined.

Section V - GENERAL CONDITIONS, Cancellation, Item 2. Our Cancellation is deleted and replaced by the following:

2. Our Cancellation

We may cancel this policy subject to the following provisions:

A. When this policy has been in effect for ninety (90) days or less:

1. We may cancel immediately with no written notice if there has been a material misstatement or misrepresentation or failure to comply with underwriting requirements.
2. We may cancel with twenty (20) days notice for any reason, except we may not cancel:

(a.) On the basis of property insurance claims that are the result of an Act of God, unless we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the covered property; or

(b.) On the basis of filing of claims for partial loss caused by sinkhole activity damage or clay shrinkage, the total of such property claim payments for this policy exceeds the current policy limits of coverage for property damage; or

(c.) You have failed to repair the structure in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based.

B. When this policy has been in effect for more than ninety (90) days, we may cancel with ninety (90) days notice:

1. If there has been a material misstatement;
2. If the risk has changed substantially since the policy was issued;
3. In the event of failure to comply with underwriting requirements established by us within ninety (90) days of the effective date of coverage;
4. If the cancellation is for all insureds under policies of this type for a given class of insureds;
5. On the basis of property insurance claims that are the result of an Act of God, if we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the covered property; or

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NO. _____
PROBATE DIVISION
DIVISION: JUDGE COLIN

TED S. BERNSTEIN, as Successor Trustee of the Shirley Bernstein Trust Agreement dated May 20, 2008; DONALD TESCHER and ROBERT SPALLINA, as co-Successor Trustees of the Simon L. Bernstein Amended and Restated Trust Agreement dated July 25, 2012,

Plaintiffs,

vs.

ELIOT BERNSTEIN; and
CANDICE BERNSTEIN,

Defendants.
_____/

COMPLAINT FOR APPOINTMENT OF GUARDIAN OR TRUSTEE FOR GRANDCHILDREN OF SETTLOR

Plaintiffs, Ted S. Bernstein, as Successor Trustee of the Shirley Bernstein Trust Agreement dated May 20, 2008 ("Shirley Trust"), and Donald Tescher and Robert Spallina, as co-Successor Trustees of the Simon L. Bernstein Amended and Restated Trust Agreement dated July 25, 2012 ("Simon Trust") sue Defendants, Eliot Bernstein, Individually ("Eliot"), and Candice Bernstein, Individually ("Candice"), and state:

INTRODUCTION

1. This is an action seeking the appointment of a guardian or trustee to administer certain trusts created for the benefit of Eliot's and Candice's three minor children, each of whom is

a grandchild of the Simon and Shirley Bernstein and a beneficiary of the Simon Trust. The trust language designates Eliot as the trustee of the newly created trusts, but Eliot has demonstrated that he is incapable of exercising any fiduciary duty and that he will use the children's inheritance for his own personal wants. The problems dealing with Eliot are magnified because his parents' testamentary documents disinherit him. Indeed, in the Simon Trust and in the Last Will of Simon L. Bernstein, Simon left no part of his residuary estate or Trust to Eliot.

2. Now, despite the fact that neither Eliot nor Candice is a beneficiary of either of the Trusts, and despite the fact that neither Eliot or Candice has any employment or earnings, they have made outrageous demands against the Trusts for cash payments, including demanding that the trusts reimburse them: (i) $9,000 per month ($108,000 annually) for items which are necessary for their survival and not luxuries; (ii) $80,000-plus per year for private school; (iii) thousands per month for household expenses, interest, taxes, insurance, electricity, phone, etc.;[1] (iv) $38,000 for legal fees; and much more. For example, Eliot and Candice have demanded that the Trust pay ~~$7,600~~ for a "necessary" lacrosse trip to Israel over the recent winter break, so that their sons could play lacrosse.

3. Conservatively, Eliot and Candice are demanding to be paid nearly $250,000 per year to live a grandiose Boca Raton lifestyle, which is impossible given the fact that Eliot received no inheritance and has not maintained a real job for as long as anyone can remember.

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[1] Simon "bought" Eliot's family a house in Boca Raton, but did not give Eliot any ownership or other rights with respect to this home. The house is owned by Bernstein Family Realty, LLC, which is beneficially owned by trusts benefitting Eliot's children, but their are two mortgages – one held by Simon's estate – which exceed the market value of the house. While he was alive, apparently Simon individually or through trusts arranged for payment of all housing expenses for Eliot. There was nothing left after Simon's death for Eliot or to pay the expenses of the house.

4. Since Simon's death, Eliot and Candice already have wasted the assets of three intervivos trusts created by Simon, for the benefit of his three grandchildren who are Eliot's sons. No doubt some of that money has benefitted the real beneficiaries, but neither Eliot nor Candice appear capable of making rational financial decisions – moving to a smaller home; putting children in public schools; eating at home instead of eating in or taking out from restaurants; or otherwise living within their personal means. In addition, Eliot throws out challenges in one form or another to everything done in regard to the estate planning, will and trust, with no regard for the expense or the damage he is doing to the other beneficiaries.[2]

5. In one sense, Eliot has nothing so he acts as if he has nothing to lose, but in the process he is harming the interests of his own children and jeopardizing the value of their sizeable, but not enormous, inheritances. Plaintiffs believe that if Eliot is left at the helm of these newly created trusts, Eliot would deplete them entirely within two or three years. Simon did not wish to leave anything to Eliot or Candice – not even their personal residence – and purposely did not name Candice as a replacement trustee. Thus, it is imperative that a neutral, experienced, third-party be appointed by the Court as a guardian or trustee to look after the best interests of Eliot's children.

6. Making matters worse, Eliot and Candice have accompanied their outrageous demands with the threat that if the demands are not met, Eliot would engage in a campaign to attack,

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[2] By way of example, there is a separate insurance trusts which is the named beneficiary of a $1.6 million life insurance policy. Eliot should receive 1/5 of that money, but he has refused it and challenged the distributions. This is causing delay in the release of the funds – they have been interplead in Illinois federal court. This is causing everyone except Eliot, who is *pro se*, to spend money on professionals. Eliot is taking these actions despite the fact that Simon explained his estate plan to all five of his children, including Eliot, and advised that the five children each would receive 1/5 of the insurance proceeds, and the remainder of his estate/trust would be left equally to his ten grandchildren.

extort, threaten and tarnish the reputations of the Trustees and professionals administering these Trusts and the related Estates of Shirley Bernstein and Simon Bernstein. In an email dated January 3, 2014, Eliot demanded that the requested amounts be paid immediately "or further actions will continue to be taken both civilly and criminally against you for your part in what is alleged already in civil and criminal complaints as EXTORTION and more."

7. As demonstrated below, Eliot has made good on many of these threats by publishing false statements on the internet and by "suing" or "naming as respondents" every professional, including every counsel who appears for the current fiduciaries. He has accused everyone of committing fraudulent and criminal acts, and has suggested that his father was murdered. Eliot's actions are intentionally designed to intimidate and cause financial harm to his victims. His conduct includes, among other things, re-publishing various court documents with lurid commentary and misleading headlines such as:

- Kimberly Moran Florida Notary Public, Tescher and Spallina Law Firm (Robert Spallina and Donald Tescher), Ted Bernstein of Life Insurance Concepts and the Bernstein Family Foundation are involved in Estate Fraud, Insurance Schemes, Fraud on the Courts, Forgery, Possible Murder and other illegal and unethical behavior. The Judge in the Case is Judge Martin H. Colin. http://tedbernsteininsurance.blogspot.com

- In March of 2012 Donald Tescher was awarded by the "MITZVAH SOCIETY" for allegedly being a "CARING ESTATE PLANNING PROFESSIONALS". Yet it is clear from the court documents above, that Donald Tescher and TESCHER & SPALLINA, P.A will do as they please after you die, regardless of what your TRUE wishes are and regardless of how much you pay him, or to what lengths, efforts and legal means you go to prepare your ESTATE to be handled per your wishes. www.attorneycorruption.com

- Ted Bernstein, Life Insurance Concepts involved in Fraud on the Court, Forgery, Yet wants you to TRUST him with your Insurance

Needs??? www.facebook.com/pages/Life-Insurance-Concepts-Ted-Bernstein-Boca-Raton-1399218733656570?ref=stream

8. Indeed, Eliot wrote to the undersigned counsel on January 3, 2014, threatening to sue or advising that a suit has been filed:

> In light of these issues I would not sweat the small name formality stuff as this is the wild west of the Internet and people even abbreviate the strangest of things. However, I will spell out clearly that I would like a reply to my repeated request to know if you have notified your liability carrier(s) of your involvement in the case as Respondent and your conflicting and alleged inappropriate representations of others thus far and possible involvement in criminal activity and a mass of torts. I have requested several times that you please provide me with your carrier information and contact and you refuse.

9. This story sounds comical, and might be if it were not true. It is not clear whether Eliot is clinically ill or simply enjoys playing a game of sabotage against persons who do not do what he demands, but this is not the first time he has behaved this way. Among the prior targets of Eliot over the years are: Proskauer Rose LLP, and, all of its Partners and attorneys (who allegedly stole a 13 trillion dollar invention and tried to murder Eliot); Foley & Lardner LLP and all of its Partners and attorneys; the State of Florida, The Florida Bar and all seven Florida Supreme Court Judges; and countless others. Essentially, anyone whose path crosses Eliot's, including the current fiduciaries, will be sued by him. At some point, this nonsense must end and that time has arrived.

10. There is a real and immediate need on part of Plaintiffs for intervention by this Court, guidance and instructions, an order appointing someone other than Eliot to oversee his children's inheritances, and injunctive relief to protect the current fiduciaries and the court-appointed guardian/trustee.

11. Accordingly, for the reasons set forth below, Plaintiffs request that the Court: (i) replace Eliot as "Designated Trustee" of certain Trusts created under the Simon L. Bernstein Amended and Restated Trust Agreement dated July 25, 2012 for the Benefit of Daniel Bernstein, Jacob Bernstein and Joshua Bernstein (the "Grandchildren Trusts"); (ii) determine that Eliot lacks standing to pursue any claims or raise any issues in the Probate estates or this Trust matter; (iii) enjoin Eliot from publishing false statements or using the internet as a means of harassing and intimidating this Court's fiduciaries; and (iv) enter such other orders as are necessary to protect the best interests of the beneficiaries of the Trusts.

FACTUAL BACKGROUND

12. For many years before their deaths, Simon and Shirley Bernstein (the "Parents") provided substantial financial support to just Eliot and his family, consisting of his wife Candice and three minor boys, Daniel, Jacob and Joshua ("Eliot's Family"). While the Parents were alive, they provided to Eliot's family more than $100,000 per year in support, including through the creation of certain trusts. Although this largesse was altruistic, it also was used as a means to control Eliot.[3]

13. Over the course of many years, Eliot's family spent and spent and spent money, and expected the Parents to cover the bills. That the Parents did cover many bills helps explain, in part, why their estates and trusts were not larger. Indeed, the principal cause of difficulty in this case is

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[3] On August 15, 2007, Eliot and Candice entered into a written agreement with the Parents as part of the Parents' supposed estate planning. Under the terms of that agreement, the Parents would pay $100,000 per year, spread out monthly, as an advance against Eliot's inheritance. The payments would cover all health insurance premiums for Eliot's Family and the balance could be used for living expenses. Per the terms of this agreement, the payments would reduce, dollar-for-dollar, "the amount you will ultimately inherit." As a condition of receiving the $100,000, Eliot had to agree to harass or threaten to sue or initiate litigation with any member of the family. He also had to allow the Parents to see their grandchildren at least four times per year. Eliot and his wife Candice signed the agreement.

that Eliot believes that his parents left an estate valued between $40 million and $100 million, and made elaborate and special plans just for his family. In reality, the total left behind by both Parents was much closer to $4 million, and Eliot was completely disinherited in the testamentary documents. The only elaborate estate plan provides for Eliot to receive a portion of a $1.6 million life insurance policy (of which Eliot may receive $300,000 if he *loses* the Illinois interpleader lawsuit or nothing if he *wins* that lawsuit). There is nothing else for Eliot. And, Eliot's children are beneficiaries of the pour-over estate and a trust, but only to the extent of one-tenth each (the monies are split equally between 10 grandchildren). Thus, Eliot's Family is maxed out at $1 million or so, on a best case basis.

14. The Successor Trustee could make an interim distribution to Eliot's three children, into trusts, but Eliot is the Designated Trustee. First, Eliot is refusing to accept any distribution, which is somehow "tainted" and "corrupt." Moreover, even if he would set up the trust account and allow his children to receive their interim distribution, Eliot is not competent or capable of administering the money for the best interests of his children. Indeed, since both Parents died – Shirley in 2010 and Simon in 2012 – Eliot's family has continued their spendthrift ways, quickly burning through $250,000 in three children's trusts. Having depleted entirely those trusts administered by Oppenheimer, who want to resign due to the fact that there is nothing left to administer, Eliot now expects that it is the burden of the Successor Trustee to fulfil their every need or desire, regardless of the cost, and presumably for the rest of their lives, which is not a trustee's duty.

15. When Ted Bernstein, as Trustee, refuses a request, he is personally attacked and he is extorted to pay monies, primarily by a relentless assault on his character and on his counsel. The

attacks are not only against Ted but his insurance business, and consist of vicious and false materials being disseminated onto the internet. Transcripts of these proceedings and pleadings filed in this Court are being published and editorialized with sensationalism by an internet blogger of ill-repute working with Eliot. One headline, on December 10, 2013, reads: "Ted Bernstein, Life Insurance Concepts involved in Fraud on the Court, Yet wants you to TRUST him with your Insurance Needs????"

16. These false accusations of theft are serious and have the potential to harm Simon's trusted son, Ted, in the pursuit of his insurance business. Ted and his father were both involved in the insurance industry, and for the period from 2003 to his death, worked together in at least several business. The fruits of Ted's and Simon's business efforts helped sustain Eliot's Family, but now that there is no cash flowing to Eliot, he is back to his old ways of harassing, threatening to sue and initiating litigation with members of the family.

17. Eliot is interfering with the Trustee's job as a fiduciary, and is demanding ever more money to try to keep an unsustainable lifestyle going. Although it sounds like an exaggeration – and would be if it did not come directly from Candice – Eliot's Family needs free housing plus more than $250,000 per year just to get by:

> Attached are the home and family expenses many past due now for three months for my family. As you are all well aware, these expenses have been paid through Bernstein Family Realty LLC (BFR) by Rachel Walker and then Oppenheimer since my father died and were paid for 6 years prior by my father and mother while they were alive. These expenses for our family's living expenses were to be paid for through my family's inheritance monies when my father and mother died, as set up in elaborate estate plans they did together exclusively for my family, due to our special circumstances. There was to be no interruption in these life sustaining payments for my family after they died. Now that Oppenheimer has somehow, almost

> three months ago, transferred our family bills and expenses to Ted and Robert to handle, without our consent and then resigned as Manager of BFR and anointed Ted as successor, a company owned by my children that has been paying the expenses for almost 8 years, acting on the advice of Spallina, the bills suddenly and without warning are now not being paid. These bills include payment of reimbursements to Candice for food and other daily living expenses for the boys, monies we have advanced from our limited monies and have always been reimbursed for to pay for the next month's groceries, etc. This failure by the alleged fiduciaries of the estates put us desperately and dangerously low on food for the kids and other essential medical and other needs. Since Ted and Robert have taken control of my family's bills and their payments, utilities have been shut off already for the first time ever, without any notice they were intending on discontinuing them to either the provider or my family, causing extreme hardships on our family.

18. Candice appears to be just as delusional as Eliot, given that ~~he~~ her list of "essentials" includes approximately $9,000 per month on credit cards just for the basics, as Candice confirmed in an email dated November 21, 2013:

> We don't spend frivolously and don't think our requests to maintain basic needs are unreasonable, considering there is substantial funds available for these purposes due our family from the estates. Until things can be sorted in the courts . . . we hope you maintain as a fiduciary a level of continuity in regards to our family's best interest and their overall needs for their health, education, maintenance, and support, as were the wishes of Mom and Dad in their estate plans.

19. Eliot's Family lives in a home owned by ~~the~~ Bernstein Family Realty, LLC, and ~~are~~ to pay nothing toward the two mortgages totaling $475,000, or the taxes, insurance, utilities, etc., all of which is supposed to be covered by their Parents. There unpaid 2013 property taxes are $5,569.25. Eliot cannot pay his Comcast bill ($504.59); his Verizon phone bill ($925.68); or the FPL electric bill. For humanitarian reasons, for the past few months Ted Bernstein, as Trustee, has paid these essential bills to keep the lights on. There are monies available which ultimately will be

distributed Eliot's three children, but the Trustee cannot do more without guidance from this Court.

20. In addition to the housing expenses, and approximately $108,000 spent on credit cards per year, just for the bare essentials, all three of Eliot's children attend St. Andrews School, an elite and expensive private school in Boca Raton. Neither Eliot nor Candice – neither of whom is currently employed – can possibly afford this school. From that school's website, it reports that for this school year the tuition is $24,275 for the one child in middle school and $26,280 each for the two in the upper school, for a total cost of at least $80,000, not including extra-curriculars, sports, private lacrosse lessons, etc.

21. To date, Eliot and his wife have burned through untold sums given to them by the Parents and, since the Parents' deaths, more than $250,000 from the children's prior trusts, the one administered by Oppenheimer. Now, they are demanding that the Successor Trustee continue to pay for their children to attend school: "Any delay to payment on your behalf will only cause un-necessary late fees, interest charges and possible litigation as we are half way through the school year. Delaying payments for their education is not 'saving' money it is merely costing more money in fees. Being that Josh is close to graduating there is no benefit or savings in refusing payment to them, other than if your intention is to cause immediate harm to three minor children."

22. If Eliot and Candice can afford to keep their children in a school such as St. Andrews, that is their decision. But obviously they cannot if they cannot pay for basic food and shelter, or tuition. In the Trustee's view, and recognizing that it is not his decision, Eliot should seek financial assistance from the school or consider moving the children to Palm Beach County Public Schools.

23. Eliot and Candice also demanded another $8,000 to send their boys on a lacrosse trip to Israel for two of ~~your~~ their sons to play in a few games over the Christmas break. The Trustee, a

respected businessman and member of the community, was advised that if he did not give in to these demands there would be repercussions:

> If you fail to respond within 24 hours, we will begin to notify all interested parties (i.e. schools, utility companies, the Jewish Federation and others who are injured as a result) of the reasons and causes why they are not being paid, including noticing them all of the fraud and forgery in the estate of my mother and who is responsible, including but not limited to, Tescher, Spallina, Moran, Lindsay Baxley and Ted, in hopes they may understand the situation and work with us due to these extreme circumstances that have been created by your unclean hands as fiduciaries and until we can resolve all the matters both civilly and criminally.

24. Against this backdrop, the Trustees seeks guidance and direction from the Court as to how to respond to these requests as a fiduciary; requests that the Court appoint a trustee or guardian who can oversee and administer the monies available for distribution to Eliot's children; and requests that the Court direct all parties and beneficiaries to litigate the issues in this case in the courtroom, not through extortion and a smear campaign when Eliot does not get his way. The Trustees are fiduciaries of this Court, as are the counsel for the Trustees, and this Court is the appropriate forum to address issues when someone threatens that fiduciary.

GENERAL ALLEGATIONS

25. This is an action for equitable relief pursuant to Florida Statutes Chapters 86 and 736, including but not limited to Florida Statute 86.041 and Florida Statute 736.0201.

26. This Court has subject matter jurisdiction over this action pursuant to Palm Beach County Administrative Order No. 6.102 and Florida Statute 736.0203.

27. Venue is proper in Palm Beach County, Florida pursuant to Florida Statute 736.0204, as all of the named Defendants reside in Palm Beach County, Florida.

28. Plaintiff, Ted S. Bernstein is a son of Shirley Bernstein; Ted S. Bernstein is sui juris and is a resident of Palm Beach County, Florida.

29. Ted S. Bernstein is the currently serving Successor Trustee of the Shirley Bernstein Trust Agreement dated May 20, 2008. Ted S. Bernstein became the Successor Trustee of the Shirley Bernstein Trust as a result of the death of his father, Simon L. Bernstein, on September 13, 2012.

30. Simon L. Bernstein began serving as Successor Trustee of the Shirley Bernstein Trust as a result of Shirley Bernstein's death on December 8, 2010. Simon L. Bernstein continuously served as Successor Trustee until his death. A true copy of the Shirley Bernstein Trust Agreement dated May 20, 2008 is attached hereto as Exhibit "A" and incorporated herein by reference.

31. The Last Will and Testament of Simon L. Bernstein dated July 25, 2012 has been admitted to probate in Palm Beach County, Florida under Case No. 502012CP004391XXXXSB. A copy of said Will is attached hereto as Exhibit "B" and incorporated herein by reference.

32. Pursuant to Article II. of the Last Will and Testament of Simon L. Bernstein dated July 25, 2012, Simon L. Bernstein exercised the special power of appointment granted to him under Article II, E.1 of the Shirley Bernstein Trust.

33. As a result of Simon L. Bernstein's exercise of the special power of appointment, the remaining assets under the Shirley Bernstein Trust are to be added to the assets of the Simon L. Bernstein Amended and Restated Trust Agreement dated July 25, 2012. A copy of said Trust Agreement is attached hereto as Exhibit "C" and incorporated herein by reference.

34. Pursuant to Article II. B. of Simon Bernstein Trust, the remaining Trust assets (inclusive of the assets appointed from the Shirley Bernstein Trust) pass to Trusts for the benefit of Simon Bernstein's ten grandchildren.

35. Pursuant to Article IV, C.2.b., of the Simon Bernstein Trust the parent of each grandchild that is a child of Simon L. Bernstein shall serve as Trustee of such grandchild's Trust.

36. Defendant, Eliot Bernstein, is a son of Simon L. Bernstein. Eliot Bernstein is a resident of Palm Beach County, Florida. Eliot is the natural father of Daniel Bernstein, Jacob Bernstein and Joshua Bernstein who are all grandchildren of Simon L. Bernstein. Daniel Bernstein was born on November 26, 2003. Jacob Bernstein was born on January 1, 1999. Joshua Bernstein was born on August 27, 1997. Thus, Eliot is the putative designee under the Simon Trust to serve as Trustee for Daniel, Jacob and Joshua.

37. Eliot is not currently serving in the United States military.

38. Defendant, Candice Bernstein, is a resident of Palm Beach County, Florida.

39. Candice is the spouse of Eliot and natural mother of Daniel, Jacob and Joshua.

40. Candice is not currently serving in the United States military.

41. Pursuant to Article IV, C.2b., of the Simon Bernstein Trust, Eliot is the designated or nominated Trustee of the separate Trusts for the benefit of Daniel Bernstein, Jack Bernstein and Joshua Bernstein. However, there are serious concerns as to Eliot's ability to serve in that role, including the fact that he and Candice already have burned through enormous sums and, in part, because many years ago Eliot was diagnosed as having a paranoid personality with a constant thought of revenge against those he feels are against him. The persons who are now most against him are the Plaintiffs and their counsel.

42. Eliot's refusal to accept that he was disinherited entirely, and that these estates and trusts contain a very limited pool of money for the benefit of his children. and his erratic/threatening behavior cause Plaintiffs to question his capacity to serve as trustee for his children's trusts.

43. All conditions precedent to bringing this action have been met, satisfied or waived.

44. Plaintiffs have retained Mark R. Manceri, P.A. to represent ~~him~~ them in these proceedings and ~~has~~ have agreed to pay a reasonable fee for its services.

COUNT I

DECLARATORY RELIEF

45. Plaintiffs restate paragraphs 1 through 44 above are hereby restated as if specifically set forth herein.

46. Plaintiffs, in particular the Successor Trustee of the Shirley Trust, holds assets which, as a result of Simon Bernstein's exercise of the special power appointment, are to be distributed by him in newly created Trusts for the benefit of Daniel Bernstein, Jacob Bernstein and Joshua Bernstein. The estimated value of each Trust at the time of their initial funding is ~~$250,000.00~~ $100,000.

47. Eliot has demonstrated that he is not qualified or capable of acting as Trustee of the Trust solely in the best interests of his children.

48. Eliot does not have any meaningful or gainful employment nor has he had such employment over at least the last ten years. Indeed, Eliot has not produced any meaningful earned income over the last ten years.

49. Upon information and belief, Candice Bernstein is currently unemployed nor has she produced any material earned income over the last 3 years.

50. Eliot announced in open Court on September 13, 2013 that he has a conflict of interest with Daniel, Jacob and Joshua in that he believes the Trust funds left for the benefit of his children should have been devised to him. Copies of pages 63, 64 and 65 of the Hearing transcript are attached hereto as Composite Exhibit "D" and incorporated herein by reference.

51. Eliot has demonstrated a pattern of demanding the Trust funds established for the benefit of Daniel, Jacob and Joshua be applied to cover his and Candice 's obligations and expenses. As an example, Daniel, Jacob and Joshua are beneficiaries of separate Trusts for their benefit, each titled the Simon Bernstein Irrevocable Trust Agreement dated September 7, 2006. A copy of said Trust Agreement is attached hereto as Exhibit "E" and incorporated herein by reference.

52. Attached hereto as Composite "F" are recent disbursement schedules for each of the foregoing Trusts.

53. As can be seen, the total "Household Expenses" disbursed cumulatively from the Trusts is approximately $150,000.00.

33. These "Household Expenses" include virtually every personal expense incurred by Eliot and Candice. Upon information and belief, this would include but not be limited to groceries, automobile related expenses, travel, entertainment, dining and expenses to maintain and operate the home they live in.

54. Additionally, Daniel, Jacob and Joshua are enrolled at the St. Andrew's School at a combined tuition of approximately $80,000 per year. Eliot and Candice have paid no portion of said tuition payments.

55. Eliot and Candice have also demanded exorbitant, improper distributions from the Trusts, including $8,000 to ~~play~~ pay for a trip to Israel by Joshua and Jacob to play a few games of lacrosse. A further demand was made for an additional $1,100.00 to pay on a local lacrosse "travel" team.

56. Eliot has also exhibited a pattern of irrational behavior. Eliot Bernstein's irrational behavior is demonstrated by threats, criminal prosecution and liable and slanderous statements in

an attempt to extort what would otherwise be improper Trust distributions for his personal benefit, as opposed to the benefit of Daniel, Jacob and Joshua.

57. Eliot's behavior has reached to such a deplorable level that he continuously accuses the persons appointed by his parents, Simon and Shirley Bernstein, to serve in fiduciary roles under their respective estate plans of fraud and criminal behavior, in order to disparage them personally and professionally in their local communities. The information is also disseminated over the internet without many regard the negative impact such information may have.

58. Nonetheless, in deference to Simon and Shirley Bernstein, those involved have steadfastly continued to exercise the fiduciary duties and responsibilities owed to Daniel, Jacob and Joshua with the goal of insulating and protecting them from the reckless and irresponsible behavior of their father, Eliot.

59. Based on all of the above, there is a real and immediate concern that Eliot is not qualified and is incapable of properly exercising his fiduciary duties solely for the benefit of Daniel, Jacob and Joshua.

60. Rather, there is a real danger based on what has taken place that Eliot will use the Trust funds under his control for his personal benefit to the financial detriment of Daniel, Jacob and Joshua. Plaintiffs, and in particular Ted Bernstein, as Trustee, is very concerned that his nephews will not exclusively benefit from the Trust funds established by Shirley Bernstein.

61. This is particularly so, in light of the fact that Eliot has not and does not have any real, substantive employment nor any real income, while embarking to a work-free life style of a person with significant means.

62. Eliot should not exercise control over the Trusts for the exclusive benefit of Daniel, Jacob and Joshua, and if allowed to do so it is likely that those funds would be improperly depleted and exhausted for his own personal gain in a relatively short time.

63. This Court needs to appoint an independent trustee or guardian ad litem to hold, manage and represent the beneficial interests of Daniel, Jacob and Joshua or take such other action the Court deems just, proper and appropriate to financially protect Daniel, Jacob and Joshua.

64. This Court also should protect the fiduciaries who are trying to fulfill the intent of the testamentary and trust documents from improper and unnecessary interference by Eliot, who is not even a beneficiary of the estates or the trusts.

WHEREFORE, for the reasons set forth below, Plaintiffs request that the Court: (i) replace Eliot as "Designated Trustee" of certain Trusts created under the Simon L. Bernstein Amended and Restated Trust Agreement dated July 25, 2012 for the Benefit of Daniel Bernstein, Jacob Bernstein and Joshua Bernstein (the "Grandchildren Trusts"); (ii) determine that Eliot lacks standing to pursue any claims or raise any issues in the Probate estates or this Trust matter; (iii) enjoin Eliot from publishing false statements or using the internet as a means of harassing and intimidating this Court's fiduciaries; and (iv) enter such other orders as are necessary to protect the best interests of the beneficiaries of the Trusts.

Dated this ___ day of January, 2014.

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By: _____
Mark R. Manceri, Esq.
Florida Bar No. 444560

Donald Tescher

From: Donald Tescher
Sent: Thursday, December 26, 2013 3:57 PM
To: 'tourcandy@gmail.com'
Cc: Robert Spallina; tbernstein@lifeinsuranceconcepts.com
Subject: Bernstein Estates

Candice - we have responded to both you and Eliot several times and have repeatedly requested meetings to resolve issues both through your attorneys and the two of you directly to no avail over the last year. For whatever reason you continue to believe that your children's trust monies are there to obviate your obligation to support your children which is simply not the case. You have an obligation to support them and Judge Colin made that clear at the very first hearing. All of this was brought on by yourselves based on Eliot's belief that your in laws were substantially wealthier than they were. Eliot is using the courts and other legal authorities in a way that is clearly frivolous and wasteful of everyone's time and money. This is not retaliation but the position we have been placed in due to Eliot's repeated attacks, slanderous accusations, misunderstandings and repeated mistrust. There is a substantial claim filed in Si's estate by Stansbury that takes precedence at this time (who Eliot has made a bedfellow for whatever reason). As a result, we have made no distributions to anyone. Ted as trustee of Shirley's trust did make some partial distributions and that issue was also addressed at the first hearing where Judge Colin again addressed Eliot on the proper course of action. Despite Eliot's refusal to open up trust accounts for your boys, Ted has paid necessities for your family (since the Oppenheimer trusts were depleted by your actions) to keep the house running. Notwithstanding that, how long will the two of you believe that your kids trusts have an obligation to support your family? You have interfered with the distribution of the insurance monies in Illinois which are available to you. Again, Eliot's desire to have the monies distributed to the estate to receive 10% more through your kids trusts as beneficiaries of the estate is nonsensical where Stansbury has a claim pending. Eliot continues to challenge every aspect of his parents estates with no basis other than the irregularities with the closing documents in Shirley's estate which has been ruled on by the court at this time. Your email below is additional posturing on your part in an attempt to prove we have not been proactive or attempted to resolve the issues. We have asked the two of you numerous times to sit down to reach a resolution. Eliot is and has always been the only impediment to receiving what your parents directed to your children's trusts and him individually. Until such time as we meet to get all the issues resolved there will be no bullying of us or Ted to make support payments to your children's trusts or to either of you for expenses which fall squarely on you as parents. You took your Volvo in for repair. It is your obligation to pay for that repair and not your children's trusts. Please advise a time to meet so that we can resolve the pending issues and move forward with all of our lives. We are ready to meet and are hopeful that the two of you are as well. Thank you.

Donald R. Tescher, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
dtescher@tescherspallina.com

If you would like to learn more about TESCHER & SPALLINA, P.A., please visit our website at www.tescherspallina.com

Pursuant to the provisions of Internal Revenue Service Circular 230 that apply to written advice provided by Federal Tax practitioners, please be advised (a) that if any advice herein relating to a Federal tax issue would, but for this disclaimer, constitute a "reliance opinion" within the meaning of Circular 230, such advice is not intended or written to be used, and cannot be used by the affected taxpayer, for the purpose of avoiding penalties that may be imposed on the taxpayer, and (b) any written statement contained herein relating to any Federal tax issue may not be used by any person to support the promotion or marketing of, or to recommend, any

Federal tax transaction(s) or matter(s) addressed herein. We would be happy to discuss the effect of this disclaimer, and alternatives to this disclaimer, with you if desired.

The information contained in this message is legally privileged and confidential information intended only for the use of the individual or entity named above. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. If you have received this communication in error, please immediately notify us by e-mail or telephone. Thank you.

Donald Tescher

From: Candice Bernstein [tourcandy@gmail.com]

Sent: Thursday, December 26, 2013 9:59 AM

To: 'Ted Bernstein'; 'Janet Craig, CTFA ~ Senior Vice President & Compliance Officer @ Oppenheimer Trust Company '; 'Ted Bernstein'; Robert Spallina; Donald Tescher; 'Hunt Worth ~ President @ Oppenheimer Trust Company '; 'William McCabe Esq. @ Oppenheimer Trust Company'; 'Mark R. Manceri, Esquere @ Mark R. Manceri, P.A.'

Cc: 'Caroline Prochotska Rogers Esq.'; 'Michele M. Mulrooney ~ Partner @ Venable LLP'; 'Andrew R. Dietz @ Rock It Cargo USA'; 'Marc R. Garber Esq.'; 'Marc R. Garber, Esquire @ Flaster Greenberg P.C.'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'Lisa S. Friedstein'; 'Lisa'; 'Jill M. Iantoni'; 'Jill M. Iantoni'; 'Guy T. Iantoni @ GTI LIFE, Inc.'; 'Guy T. Iantoni'; 'Pamela Beth Simon'; iviewit@gmail.com

Subject: RE: Urgent reply requested re: interim emergency funds necessary

Ted, Robert and Don,

As alleged fiduciaries are you planning on not even responding to my letter below or are you planning on continuing to put our family at greater risk now not having a car or groceries? At the very least we are asking for an emergency interim distribution and there are various ways you can distribute some money and language in the trust documents and the operating agreements of Bernstein Family Realty, Bernstein Family Investments and Bernstein Holdings to accommodate our immediate emergency needs, especially since none of the recent court findings that now delay final distributions are our fault. We need you to take responsibility and stop your retaliation against our family that is forcing us to waste the courts time with your constant breaches of duties and harassment and provide us with the requested information and immediate funds that are necessary to support our family. Please reply and note that I have already sent you wire instructions to my account to transfer the funds and resolve these issues immediately. Also I asked you for a meeting time 3 weeks ago to resolve these matters and again have heard no response?

Currently for reimbursements for food, medical and home expenses etc that I have paid out of my personal monies for the kids for the last three months that I am owed back, respond with which of those you deem necessary, as I have already told you that the credit card bills are not my personal expenses but were reimbursable expenses of food, medical, and home needs for the kids and which have been reimbursed for almost seven years monthly, until you started handling our affairs three months ago. Please pay immediately all of the following,

For three months of previously unpaid reimbursements	26,093.44
For Legal Fees we have incurred to date	31,766.37
Volvo Service to Get our Car Out ASAP	3,400.00

Candice

From: Candice Bernstein [mailto:tourcandy@gmail.com]
Sent: Monday, December 23, 2013 12:15 PM
To: 'Ted Bernstein'; 'Janet Craig, CTFA ~ Senior Vice President & Compliance Officer @ Oppenheimer Trust Company '; 'Ted Bernstein'; 'Robert L. Spallina, Esq. ~ Attorney at Law @ Tescher & Spallina, P.A.'; 'Donald R. Tescher ~ Attorney at Law @ Tescher & Spallina, P.A.'; 'Hunt Worth ~ President @ Oppenheimer Trust Company '; 'William McCabe Esq. @ Oppenheimer Trust Company'; 'Mark R. Manceri, Esquere @ Mark R. Manceri, P.A.'
Cc: 'Caroline Prochotska Rogers Esq.'; 'Michele M. Mulrooney ~ Partner @ Venable LLP'; 'Andrew R. Dietz @ Rock It Cargo USA'; 'Marc R. Garber Esq.'; 'Marc R. Garber, Esquire @ Flaster Greenberg P.C.'; 'Marc R. Garber Esq. @

Flaster Greenberg P.C.'; 'Lisa S. Friedstein'; 'Lisa'; 'Jill M. Iantoni'; 'Jill M. Iantoni'; 'Guy T. Iantoni @ GTI LIFE, Inc.'; 'Guy T. Iantoni'; 'Pamela Beth Simon'; 'iviewit@gmail.com'
Subject: Urgent reply requested re: interim emergency funds necessary

Ted,
Please find the attached invoice from Volvo. In the past, Bernstein Family Realty LLC through your dad and then Janet Craig at Oppenheimer paid for all auto expenses from Bernstein Family Realty. It is necessary at this time for you to make a payment directly to them today and they can send you a credit card authorization form as needed. We will not be able to get the car out of the repair shop and will have no transportation for the children if you do not act quickly. We have MD appointments for the kids, as well as, court dates as you know scheduled tomorrow and next week that we will need transportation for. Please advise quickly the best way for you to pay as the car is ready to pick up and will start to incur fees for the rental loaner car. Please reply as to how you would like to handle.
In addition if you can please release funds for the reimbursements submitted to you for household expenses including medical bills repayments submitted to you as those funds are desperately needed for the welfare of the children and were also used to buy food and other necessities as has been done in the past and always reimbursed. Again if you need to pay from Shirley Trust account or from Simon Trust account and deduct at a later time when things and the ultimate beneficiaries get sorted out in the courts and investigators please do so as interim emergency funds are desperately needed at this point due to the delays caused in final distributions caused by the Criminal FORGERIES and FRAUDULENTLY NOTARIZED documents and Frauds on the Courts that have taken place in the estates. Also please send over accountings and the other information requested of you regarding BFR over the last three months as we are looking for transparency in these matters you are currently handling since Janet turned them over to you directly over three months ago.
Candice

Kimberly Moran

From: Kimberly Moran
Sent: Tuesday, December 24, 2013 12:00 PM
To: 'tbernstein@lifeinsuranceconcepts.com'
Cc: 'lindsay@lifeinsuranceconcepts.com'
Subject: Bernstein - invoices

Hi Mr. Bernstein:

Attached are several invoices sent to us by Mr. Manceri with regard to your mother's Estate.

Hope you and your family have a very Happy New Year!

Sincerely,

Kimberly

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

Mark R. Manceri, P.A.

ATTORNEY AND COUNSELOR AT LAW
2929 EAST COMMERCIAL BOULEVARD - SUITE 702
FORT LAUDERDALE, FLORIDA 33308

MARK R. MANCERI

FLORIDA BAR BOARD CERTIFIED
WILLS, TRUSTS AND ESTATES

WEB SITE: WWW.ESTATEPROBATELITIGATION.COM

TELEPHONE (954) 491-7099
FACSIMILE (954) 771-0545

December 19, 2013

Donald R. Tescher, Esq.
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431

Re: Estate of Shirley Bernstein/Eliot Bernstein v. Tescher, et. al.
Case No.: 50211CP000653XXXXSB

Dear Don:

Enclosed are the following invoices from Empire Legal Reporting:

1. Invoice dated 11/26/13 in the amount of $110.00. Please remit payment in the amount of $110.00 directly to Empire Legal Reporting.

2. Invoice dated 11/7/13 in the amount of $109.50. Please remit payment in the amount of $109.50 directly to Empire Legal Reporting.

3. Invoice dated 9/22/13 in the amount of $693.85. Please remit payment in the amount of $693.85 directly to Empire Legal Reporting.

4. Invoice dated 10/30/13 in the amount of $205.00. Please remit payment in the amount of $205.00 directly to Empire Legal Reporting.

Should you have any questions, concerns or comments regarding the foregoing, please do not hesitate to contact me.

Yours truly,

Mark R. Manceri, Esq.

MRM/mmp
Enclosures

INVOICE

EMPIRE
LEGAL REPORTING
401 E. Las Olas Blvd, Suite 1400
Fort Lauderdale, FL 33301
Phone: 954-241-1010 - Fax: 954-241-1011

Invoice No.	Invoice Date	Job No.
11568	11/26/2013	13836
Job Date	**Case No.**	
11/19/2013	50 2011 CP 000653 XXXXSB	
Case Name		
IN RE: THE ESTATE OF SHIRLEY BERNSTEIN		
Payment Terms		
Net 15		

Mark Manceri, Esq.
Law Office of Mark Manceri, P.A.
2929 East Commercial Boulevard
Suite 702
Ft. Lauderdale, FL 33308

TAKEN BUT NOT TRANSCRIBED HEARING BEFORE:
Judge Martin H. Colin

Appearance Fee for Court Reporter	110.00	110.00
TOTAL DUE >>>		**$110.00**

Thank you for your order. You can view our current locations from our website.
www.EmpireLegalSupport.com

(-) Payments/Credits:	0.00
(+) Finance Charges/Debits:	0.00
(=) New Balance:	**$110.00**

Tax ID: 27-0245088 Phone: 954 491 7099 Fax:

Please detach bottom portion and return with payment.

Mark Manceri, Esq.
Law Office of Mark Manceri, P.A.
2929 East Commercial Boulevard
Suite 702
Ft. Lauderdale, FL 33308

Invoice No. : 11568
Invoice Date : 11/26/2013
Total Due : $110.00

Remit To: **Empire Legal Support, Inc.**
401 East Las Olas Boulevard
Suite 1400
Ft. Lauderdale, FL 33301

Job No. : 13836
BU ID : S. Florida
Case No. : 50 2011 CP 000653 XXXXSB
Case Name : IN RE: THE ESTATE OF SHIRLEY BERNSTEIN

INVOICE

EMPIRE
LEGAL REPORTING
401 E. Las Olas Blvd, Suite 1400
Fort Lauderdale, FL 33301
Phone: 954-241-1010 - Fax 954-241-1011

Invoice No.	Invoice Date	Job No.
11402	11/7/2013	13204
Job Date	**Case No.**	
10/28/2013	50 2011 CP 000653 XXXXSB	
Case Name		
IN RE: THE ESTATE OF SHIRLEY BERNSTEIN		
Payment Terms		
Net 15		

Mark Manceri, Esq.
Law Office of Mark Manceri, P.A.
2929 East Commercial Boulevard
Suite 702
Ft. Lauderdale, FL 33308

ORIGINAL AND 1 CERTIFIED COPY OF TRANSCRIPT OF:				
Judge Martin H. Colin - EXCERPT JUDGE'S RULING	10.00 pages	@	5.95	59.50
e-transcript/pdf Package			35.00	35.00
Shipping & Handling			15.00	15.00
		TOTAL DUE >>>		**$109.50**

Thank you for your order. You can view our current locations from our website.
www.EmpireLegalSupport.com

(-) Payments/Credits:	0.00
(+) Finance Charges/Debits:	0.00
(=) New Balance:	**$109.50**

Tax ID: 27-0245088

Phone: 954 491 7099 Fax:

Please detach bottom portion and return with payment.

Mark Manceri, Esq.
Law Office of Mark Manceri, P.A.
2929 East Commercial Boulevard
Suite 702
Ft. Lauderdale, FL 33308

Invoice No. : 11402
Invoice Date : 11/7/2013
Total Due : **$109.50**

Remit To: **Empire Legal Support, Inc.**
401 East Las Olas Boulevard
Suite 1400
Ft. Lauderdale, FL 33301

Job No. : 13204
BU ID : S. Florida
Case No. : 50 2011 CP 000653 XXXXSB
Case Name : IN RE: THE ESTATE OF SHIRLEY BERNSTEIN

INVOICE

EMPIRE
LEGAL REPORTING
401 E. Las Olas Blvd, Suite 1400
Fort Lauderdale, FL 33301
Phone: 954-241-1010 - Fax: 954-241-1011

Invoice No.	Invoice Date	Job No.
10911	9/22/2013	12819
Job Date	**Case No.**	
9/13/2013	50 2011 CP 000653 XXXXSB	
Case Name		
IN RE: THE ESTATE OF SHIRLEY BERNSTEIN		
Payment Terms		
Net 15		

Mark Manceri, Esq.
Law Office of Mark Manceri, P.A.
2929 East Commercial Boulevard
Suite 702
Ft. Lauderdale, FL 33308

ORIGINAL AND 1 CERTIFIED COPY OF TRANSCRIPT OF:				
Judge Martin H. Colin	73.00 pages	@	5.95	434.35
5 Day Service Charge for Original & 1 Copy				109.50
Court Reporter Attendance Fee			85.00	85.00
Word Index & Condensed Transcript			15.00	15.00
CD & e-transcript Package			35.00	35.00
Shipping & Handling			15.00	15.00
	TOTAL DUE >>>			**$693.85**

Thank you for your order. You can view our current locations from our website.
www.EmpireLegalSupport.com

(-) Payments/Credits:	0.00
(+) Finance Charges/Debits:	0.00
(=) New Balance:	**$693.85**

Tax ID: 27-0245088

Phone: 954 491 7099 Fax:

Please detach bottom portion and return with payment.

Mark Manceri, Esq.
Law Office of Mark Manceri, P.A.
2929 East Commercial Boulevard
Suite 702
Ft. Lauderdale, FL 33308

Invoice No. : 10911
Invoice Date : 9/22/2013
Total Due : $693.85

Remit To: **Empire Legal Support, Inc.**
401 East Las Olas Boulevard
Suite 1400
Ft. Lauderdale, FL 33301

Job No. : 12819
BU ID : S. Florida
Case No. : 50 2011 CP 000653 XXXXSB
Case Name : IN RE: THE ESTATE OF SHIRLEY BERNSTEIN

INVOICE

EMPIRE
LEGAL REPORTING
401 E. Las Olas Blvd. Suite 1400
Fort Lauderdale, FL 33301
Phone: 954-241-1010 - Fax 954-241-1011

Invoice No.	Invoice Date	Job No.
11324	10/30/2013	13204
Job Date	**Case No.**	
10/28/2013	50 2011 CP 000653 XXXXSB	
Case Name		
IN RE: THE ESTATE OF SHIRLEY BERNSTEIN		
Payment Terms		
Net 15		

Mark Manceri, Esq.
Law Office of Mark Manceri, P.A.
2929 East Commercial Boulevard
Suite 702
Ft. Lauderdale, FL 33308

TAKEN BUT NOT TRANSCRIBED HEARING BEFORE:
Judge Martin H. Colin

Appearance Fee for Court Reporter	110.00	110.00
Court Reporter Appearance - Commencing After Hours	95.00	95.00
TOTAL DUE >>>		**$205.00**

Thank you for your order. You can view our current locations from our website.
www.EmpireLegalSupport.com

(-) Payments/Credits:	0.00
(+) Finance Charges/Debits:	0.00
(=) New Balance:	**$205.00**

Tax ID: 27-0245088 Phone: 954 491 7099 Fax:

Please detach bottom portion and return with payment.

Mark Manceri, Esq.
Law Office of Mark Manceri, P.A.
2929 East Commercial Boulevard
Suite 702
Ft. Lauderdale, FL 33308

Invoice No. : 11324
Invoice Date : 10/30/2013
Total Due : $205.00

Remit To: **Empire Legal Support, Inc.**
401 East Las Olas Boulevard
Suite 1400
Ft. Lauderdale, FL 33301

Job No. : 13204
BU ID : S. Florida
Case No. : 50 2011 CP 000653 XXXXSB
Case Name : IN RE: THE ESTATE OF SHIRLEY BERNSTEIN

Mark R. Manceri, P.A.

ATTORNEY AND COUNSELOR AT LAW
2929 EAST COMMERCIAL BOULEVARD - SUITE 702
FORT LAUDERDALE, FLORIDA 33308

MARK R. MANCERI

FLORIDA BAR BOARD CERTIFIED
WILLS, TRUSTS AND ESTATES

WEB SITE: WWW.ESTATEPROBATELITIGATION.COM

TELEPHONE (954) 491-7099
FACSIMILE (954) 771-0545

December 10, 2013

Donald R. Tescher, Esq.
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431

Re: Estate of Shirley Bernstein/Eliot Bernstein v. Tescher, et. al.
Case No.: 50211CP000653XXXXSB

Dear Don:

Enclosed is a **past due** Statement dated December 9, 2013 from Advantage Messenger & Process. Please remit payment in the amount of $120.00 directly to Advantage Messenger & Process.

Should you have any questions, concerns or comments regarding the foregoing, please do not hesitate to contact me.

Yours truly,

Mark R. Manceri, Esq.

MRM/mmp
Enclosure

Advantage Messenger & Process
7378 W Atlantic Blvd
Ste 113
Margate, FL 33063
Phone: (954) 818-6555
Fax: (954) 597-6850

STATEMENT

12/9/2013

Mark Manceri
Mark R Manceri, PA
2929 E Commercial Blvd
Ste 702
Ft Lauderdale, FL 33308

Phone: (954) 491-7099
Fax: (954) 771-0545

Statement covers Unpaid Invoices through 12/9/2013.

Invoice	Inv. Date	Person Served			Amount	Status
2013003458	**10/10/2013**	**Bernstein, Candice**			**80.00**	**Past 30**
Eliot Ivan Bernstein, Pro Se Tescher & Spallina, P.A., (and all parties associates and of counsel); Robert L. Spallina; et al						
Service Fee (Local) PERSONAL SERVICE			1.00	80.00	80.00	
2013003459	**10/10/2013**	**Bernstein, Eliot Ivan**			**40.00**	**Past 30**
Eliot Ivan Bernstein, Pro Se Tescher & Spallina, P.A., (and all parties associates and of counsel); Robert L. Spallina; et al						
Service Fee (Local)			1.00	40.00	40.00	

TOTAL CHARGES:	$120.00
TOTAL PAYMENTS:	$0.00
TOTAL AMOUNT DUE:	**$120.00**

Current: $0.00 Past 30: $120.00 Past 60: $0.00 Past 90: $0.00 Past 120: $0.00

WE ACCEPT CREDIT CARDS

Mark R. Manceri, P.A.

ATTORNEY AND COUNSELOR AT LAW
2929 EAST COMMERCIAL BOULEVARD - SUITE 702
FORT LAUDERDALE, FLORIDA 33308

MARK R. MANCERI

FLORIDA BAR BOARD CERTIFIED
WILLS, TRUSTS AND ESTATES

TELEPHONE (954) 491-7099
FACSIMILE (954) 771-0545

November 29, 2013

FOR SERVICES RENDERED THROUGH DATE OF STATEMENT

Donald R. Tescher, Esq.
Robert L. Spallina, Esq.
Tescher and Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton FL 33431

RE: ESTATE OF SHIRLEY BERNSTEIN
CASE NO.: 502011CP000653XXXXSB

CURRENT CHARGES:

		Hours	*Amount*
11/01/2013	Receipt and review e-mails from Brandon Pratt, Esq.; prepare proposed Order; instructions to Legal Assistant; receipt and review e-mails from Robert Spallina, Esq.; prepare e-mail to Robert Spallina, Esq.; telephone conference with Robert Spallina, Esq.; receipt and review e-mails from Ted Bernstein; receipt and review First Request to Produce; receipt and review First Set of Interrogatories.	0.80	328.00
11/05/2013	Telephone conference with Ted Bernstein.	0.30	123.00
11/07/2013	Travel and attendance at meeting with Ted Bernstein and Robert Spallina, Esq.; receipt and review Hearing Transcript; revise Order; instructions to Legal Assistant; receipt and review e-mails from Brandon Pratt, Esq.	3.00	1,230.00
11/08/2013	Telephone conference with Robert Spallina, Esq.	0.20	82.00
	Receipt and review correspondence from Brandon Pratt, Esq.; receipt and review Motion to Withdraw; receipt and review Notice of Hearing; instructions to Legal Assistant; prepare correspondence to Judge Colin.	0.40	164.00
11/10/2013	Review file; draft Complaint.	1.50	615.00

		Hours	*Amount*
11/13/2013	Receipt and review e-mail from Ted Bernstein; prepare e-mail to Ted Bernstein.	0.20	82.00
11/14/2013	Telephone conference with Ted Bernstein and Robert Spallina, Esq.; receipt and review e-mails from Robert Spallina, Esq.; receipt and review e-mail from Ted Bernstein.	0.30	123.00
11/15/2013	Telephone conference with Ted Bernstein.	0.20	82.00
11/18/2013	Receipt and review e-mail from Ted Bernstein; receipt and review Order; review File; prepare for 11/19/13 Hearing.	0.30	123.00
11/19/2013	Travel and attendance at Hearing; prepare e-mail to Ted Bernstein; receipt and review e-mail from Brandon Pratt, Esq.; prepare correspondence to Ted Bernstein.	2.00	820.00
11/21/2013	Work on Complaint; receipt and review e-mail from Ted Bernstein; conference call with Ted Bernstein, Alan Rose, Esq. and Robert Spallina, Esq.	0.80	328.00
	ATTORNEY'S FEES AT $410.00 PER HOUR:	***10.00***	***$4,100.00***
	ADVANCED CLIENT COSTS:		
	Photocopying Charges		65.00
	Postage		24.00
	Fax Fee/Incoming & Outgoing		2.00
	TOTAL ADVANCED CLIENT COSTS:		***$91.00***
	TOTAL CURRENT CHARGES:		***$4,191.00***
	PREVIOUS BALANCE		***$12,510.50***
	TOTAL NOW DUE		***$16,701.50***

PLEASE REVIEW THIS STATEMENT CAREFULLY AND COMPLETELY. IF YOU HAVE AN OBJECTION(S) TO ANY ENTRY, YOU ARE TO ADVISE US, IN WRITING, WITHIN TEN (10) DAYS OF YOUR RECEIPT OF THIS STATEMENT. IF WE DO NOT RECEIVE ANY SUCH OBJECTION(S) WE WILL ASSUME THIS STATEMENT MEETS WITH YOUR APPROVAL.

ALL BALANCES DUE MORE THAN THIRTY (30) DAYS WILL ACCRUE INTEREST AT 1.5% PER MONTH
THANK YOU.

Mark R. Manceri, P.A.

ATTORNEY AND COUNSELOR AT LAW
2929 EAST COMMERCIAL BOULEVARD - SUITE 702
FORT LAUDERDALE, FLORIDA 33308

MARK R. MANCERI

FLORIDA BAR BOARD CERTIFIED
WILLS, TRUSTS AND ESTATES

WEB SITE: WWW.ESTATEPROBATELITIGATION.COM

TELEPHONE (954) 491-7099
FACSIMILE (954) 771-0545

December 9, 2013

Donald R. Tescher, Esq.
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431

Re: Estate of Shirley Bernstein/Eliot Bernstein v. Tescher, et. al.
Case No.: 50211CP000653XXXXSB

Dear Don:

Enclosed is a Statement dated November 26, 2013 from Empire Legal Reporting. Please remit payment in the total amount of $110.00 directly to Empire Legal Reporting.

Should you have any questions, concerns or comments regarding the foregoing, please do not hesitate to contact me.

Yours truly,

Mark R. Manceri, Esq.

MRM/mmp
Enclosure

INVOICE

EMPIRE
LEGAL REPORTING
401 E. Las Olas Blvd. Suite 1400
Fort Lauderdale, FL 33301
Phone: 954-241-1010 - Fax: 954-241-1011

Invoice No.	Invoice Date	Job No.
11568	11/26/2013	13836
Job Date	**Case No.**	
11/19/2013	50 2011 CP 000653 XXXXSB	
Case Name		
IN RE: THE ESTATE OF SHIRLEY BERNSTEIN		
Payment Terms		
Net 15		

Mark Manceri, Esq.
Law Office of Mark Manceri, P.A.
2929 East Commercial Boulevard
Suite 702
Ft. Lauderdale, FL 33308

TAKEN BUT NOT TRANSCRIBED HEARING BEFORE:
Judge Martin H. Colin

Appearance Fee for Court Reporter	110.00	110.00
TOTAL DUE >>>		**$110.00**

Thank you for your order. You can view our current locations from our website.
www.EmpireLegalSupport.com

Tax ID: 27-0245088 Phone: 954 491 7099 Fax:

Please detach bottom portion and return with payment.

Mark Manceri, Esq.
Law Office of Mark Manceri, P.A.
2929 East Commercial Boulevard
Suite 702
Ft. Lauderdale, FL 33308

Invoice No. : 11568
Invoice Date : 11/26/2013
Total Due : **$110.00**

Remit To: **Empire Legal Support, Inc.**
401 East Las Olas Boulevard
Suite 1400
Ft. Lauderdale, FL 33301

Job No. : 13836
BU ID : S. Florida
Case No. : 50 2011 CP 000653 XXXXSB
Case Name : IN RE: THE ESTATE OF SHIRLEY BERNSTEIN

Mark R. Manceri, P.A.

ATTORNEY AND COUNSELOR AT LAW
2929 EAST COMMERCIAL BOULEVARD - SUITE 702
FORT LAUDERDALE, FLORIDA 33308

MARK R. MANCERI

FLORIDA BAR BOARD CERTIFIED
WILLS, TRUSTS AND ESTATES

WEB SITE: WWW.ESTATEPROBATELITIGATION.COM

TELEPHONE (954) 491-7099
FACSIMILE (954) 771-0545

December 19, 2013

Donald R. Tescher, Esq.
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431

Re: Estate of Shirley Bernstein/Eliot Bernstein v. Tescher, et. al.
Case No.: 50211CP000653XXXXSB

Dear Don:

Enclosed is a copy of a First Request to Produce Directed to Eliot Ivan Bernstein dated December 19, 2013.

Should you have any questions, concerns or comments regarding the foregoing, please do not hesitate to contact me.

Yours truly,

Mark R. Manceri, Esq.

MRM/mmp
Enclosure

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF SHIRLEY BERNSTEIN,	PROBATE DIVISION
Deceased.	CASE NO: 502011CP000653XXXXSB
ELIOT IVAN BERNSTEIN, PRO SE	DIVISION: COLIN

Petitioner

vs.

TESCHER & SPALLINA, P.A., (and all parties associates and of counsel); ROBERT L. SPALLINA (both personally & professionally); DONALD R. TESCHER (both personally & professionally); THEODORE STUART BERNSTEIN (as alleged personal representative, trustee, successor trustee) (both personally and professionally); and JOHN and JANE DOE'S (1-5000),

Respondents.

FIRST REQUEST TO PRODUCE DIRECTED TO ELIOT IVAN BERNSTEIN

COME NOW, Theodore Stuart Bernstein a/k/a Ted Bernstein, as Successor Personal Representative; Donald R. Tescher and Robert L. Spallina, by and through their undersigned counsel and hereby files this their Request to Produce Directed to Eliot Ivan Bernstein a/k/a Eliot I. Bernstein a/k/a Eliot Bernstein and in support thereof state, as follows:

Respondents, Theodore Stuart Bernstein a/k/a Ted Bernstein, as Successor Personal Representative; Donald R. Tescher and Robert L. Spallina, request that the Petitioner, Eliot Ivan Bernstein produce the following documents, data, papers, etc. at the office of Mark R. Manceri, P.A., 2929 East Commercial Boulevard, Suite 702, Fort Lauderdale, Florida 33308, on or before

thirty (30) days after the Service of this Request, for inspection and/or photocopying:

I. INTRODUCTION

The documents requested in paragraphs 1 through 6 below shall be deemed directed toward each of the following named entities (letters A through M, inclusive).

A. Iviewit Holdings, Inc. - DL

B. Iviewit Holdings, Inc. - DL

C. Iviewit Holdings, Inc. - FL

D. Iviewit Techologies, Inc. - DL

E. Uviewit Holdings, Inc. - DL

F. Uviewit.com, Inc. - DL

G. Iviewit.com, Inc. - FL

H. Iviewit.com, Inc. - DL

I. I.C., Inc. - FL

J. Iviewit.com LLC. - DL

K. Iviewit Corporation. - FL

L. Iview, Inc. - FL

M. Iviewit, Inc. - DL

II. ENTITY DOCUMENTS TO BE PRODUCED

1. Copies of all tax returns (state or federal) filed with any taxing authority.

2. Copies of all corporate books and records, including any filings with federal,

state or local governmental agency.

3. Copies of all bank records, checkbooks, cancelled checks or bank statements.

4. Copies of all documents relating to any capital contribution(s).

5. Copies of all documents relating to any shareholder distributions or dividends.

6. Copies of all documents relating to any loan(s), whether as a debtor or creditor.

III. INDIVIDUAL DOCUMENTS TO BE PRODUCED

7. Copies of all tax returns (state or federal) filed by Eliot Ivan Bernstein, whether in the name of Eliot Ivan Bernstein individually or jointly with any other person.

8. The current C.V. (curriculum vitae) or resume of Eliot Ivan Bernstein.

9. All financial books and records (i.e. brokerage statements, bank statements, cancelled checks, credit card receipts, credit card statements and loan documents) relating to Eliot Ivan Bernstein, whether individually or jointly with any other person.

10. All documents relating to any form of communications by and between Eliot Ivan Bernstin and William Stansbury (including any of his attorneys or other agents) relating to Simon Bernstein, Shirley Bernstein, Theodore Bernstein, the Estate of Simon Bernstein, the Estate of Shirley Bernstein or any business entity in which Simon Bernstein had an ownership interest.

IV. INSTRUCTIONS

1. Unless otherwise specified, the time period covered by this Request to Produce ("Request") is the period from January 1, 2004 to and through the date of your response to this Request.

2. Unless otherwise specified, the documents covered by this Request are limited to those that were prepared, sent, received, dated or in effect at any time during the period from January

1, 2004 to and through the date of your response to this Request.

3. For each document for which objection to copying is made, be prepared to file a Privilege Log with Court setting forth:

(a) The name and title of the author;

(b) The name and title of each person to whom the document was addressed;

(c) The names and titles of those to whom copies of the document were sent;

(d) The date;

(e) The number of pages;

(f) A brief description of the subject matter;

(g) The nature of the claimed privilege;

(h) The paragraph to which the document is otherwise responsive; and

(i) The exact location where the original and each copy were kept as of the date of receipt of this Request.

V. DEFINITION OF TERMS

1. A communication or document "relating" to any given subject means any communication or document that constitutes, contains, embodies, reflects, identifies, states, refers to, or is in any way pertinent to that subject, including, without limitation, documents concerning the preparation of other documents.

2. The word "document(s)" shall mean any written or graphic matter or other means of preserving thought or expression, and all tangible things from which information can be processed or transcribed, including the original and all non-identical copies, whether different from the original by reason of any notation made on such copy or otherwise, including, but not limited to, correspondence, memoranda, notes, messages, letters, telegrams, teletype, telefax bulletins, e-mails, meetings, or other communications, interoffice and intra-office telephone calls, diaries, chronological data, minutes, books, reports, charts, ledgers, invoices, worksheets, receipts, returns, computer printouts, prospectuses, financial statements, schedules, affidavits, contracts, cancelled checks, transcripts, statistics, surveys, magazine or newspaper articles, releases (and

any and all drafts, alterations and modifications, changes and amendments of any of the foregoing), graphs or oral records or representations of any kind, including without limitation, photographs, charts, graphs, microfiche, microfilm, videotape, recordings, motion pictures and electronic, mechanical or electric records or representations of any kind (including without limitations, tapes, cassettes, discs and recordings).

VI. DESTROYED DOCUMENTS

If any documents responsive to this Request were at one time in existence, but have been lost or destroyed, a list should be provided of the documents so lost or destroyed, stating the following information for each such document: (a) the type of document; (b) the date on which it ceased to exist and circumstances of its loss or destruction; (c) the identify of all persons having knowledge of the circumstances of its loss or destruction; and (d) the identify of all persons having knowledge of its contents.

VII. MANNER OF PRODUCTION

Pursuant to Rule 1.350, you shall produce the original documents in the form, order and manner in which they are maintained in your files or other persons under your control. In this connection, and for the purposes of illustration, documents are to be produced in the file folders and file cartons in which they have been maintained or stored, clipped, stapled, or otherwise arranged in the same form and manner as they were found. In the alternative, you shall segregate all documents according to the specifications of this Request, and shall organize and label each group of documents with the appropriate specification prior to production. If any document is responsive to more than one specification of this Request, it should be labeled to reflect each specification to which it is responsive.

MARK R. MANCERI, P.A.
2929 East Commercial Blvd., Suite 702
Ft. Lauderdale, FL 33308
Telephone: (954) 491-7099
E-mail: mrmlaw@comcast.net
mrmlaw1@gmail.com

By: _____
Mark R. Manceri, Esq.
Florida Bar No. 444560

CASE NO: 502011CP000653XXXXSB

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by U.S. mail to the persons listed on the attached Service List, this 19th day of December, 2013.

Mark R. Manceri, Esq.

SERVICE LIST

Eliot Bernstein
2753 NW 34th Street
Boca Raton, Florida 33434

Lisa Sue Friedstein
2142 Churchill Lane
Highland Park, IL 60035

Pamela Beth Simon
950 North Michigan Avenue, Suite 2603
Chicago, IL 60611

Jill Iantoni
2101 Magnolia Lane
Highland Park, IL 60035

Mark R. Manceri, P.A.

ATTORNEY AND COUNSELOR AT LAW
2929 EAST COMMERCIAL BOULEVARD - SUITE 702
FORT LAUDERDALE, FLORIDA 33308

MARK R. MANCERI

FLORIDA BAR BOARD CERTIFIED
WILLS, TRUSTS AND ESTATES

WEB SITE: WWW.ESTATEPROBATELITIGATION.COM

TELEPHONE (954) 491-7099
FACSIMILE (954) 771-0545

December 13, 2013

Donald Tescher, Esq.
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431

Re: Estate of Simon Bernstein, Case No.: 502012CP004391XXXXSB

Dear Don:

Enclosed is a copy of a Notice of Filing dated December 13, 2013.

Should you have any questions, concerns or comments regarding the foregoing, please do not hesitate to contact me.

Yours truly,

Mark R. Manceri, Esq.

MRM/mmp
Enclosure

Electronically Filed 12/13/2013 01:36:53 PM ET

IN THE CIRCUIT COURT FOR
PALM BEACH COUNTY, FLORIDA

PROBATE DIVISION
FILE NO.: 502012CP004391XXXXSB
DIVISION: FRENCH

IN RE: ESTATE OF

SIMON BERNSTEIN

Deceased.
_____/

NOTICE OF FILING

PLEASE TAKE NOTICE that the following copies of which are attached hereto, have been filed of record with the Clerk of this Court.

1. Summary of docket entries in the Estate of Simon Bernstein relating to pleadings or other papers filed by or relating to Eliot Ivan Bernstein, attached hereto as Exhibit "A" and incorporated herein by reference.

2. Summary of docket entries in the Estate of Shirley Bernstein, Case No. 502011CP000653XXXXSB relating to pleadings or other papers filed by or relating to Eliot Ivan Bernstein, attached hereto as Exhibit "B" and incorporated herein by reference.

MARK R. MANCERI, P.A.● 2929 East Commercial Blvd.● Suite 702 ● Fort Lauderdale, FL 33308 ● (954) 491-7099

FILE NO.: 502012CP004391XXXXSB

MARK R. MANCERI, P.A.
Attorney for Donald R. Tescher and Robert L. Spallina, as Co-Personal Representatives
2929 East Commercial Blvd., Suite 702
Ft. Lauderdale, FL 33308
Telephone: (954) 491-7099
E-mail: mrmlaw@comcast.net
mrmlaw1@gmail.com

By: _____
Mark R. Manceri, Esq.
Florida Bar No. 444560

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by e-mail to the designated address(es) and U.S. mail to all parties on the following Service List, this 13th day of December, 2013.

_____
Mark R. Manceri, Esq.

FILE NO.: 502012CP004391XXXXSB

SERVICE LIST

Peter M. Feaman, Esq.
Peter M. Feaman, P.A.
3615 West Boynton Beach Blvd.
Boynton Beach, Florida 33436

Eliot Bernstein
2753 NW 34th Street
Boca Raton, Florida 33434

Theodore Stuart Bernstein
Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, Florida 33487

Lisa Sue Friedstein
2142 Churchill Lane
Highland Park, IL 60035

Pamela Beth Simon
950 North Michigan Avenue, Suite 2603
Chicago, IL 60611

Jill Iantoni
2101 Magnolia Lane
Highland Park, IL 60035

Estate of Simon L. Bernstein - Case No. 502012CP004391XXXXSB

Filing Date: 06-May 6, 2013
Filing Party: Elliot Ivan Bernstein
Docket Text: Emergency Petition To: Freeze Estate Assets, Appoint New Personal Representatives, Investigate Forged and Fraudulent Documents Submitted to this Court and Other Interested Parties, Rescind Signature of Eliot Bernstein in Estate of Shirley Bernstein and More, F/b: Eliot Ivan Bernstein

Filing Date: May 8, 2013
Filing Party: Judge Colin
Docket Text: Order Denying Emergency Petition To: Freeze Estate Assets, Appoint New Personal Representatives, Investigate Forged and Fraudulent Documents Submitted to this Court and Other Interested Parties, Rescind Signature of Eliot Bernstein in Estate of Shirley Bernstein and More Signed by Judge M. Colin

Filing Date: May 9, 2013
Filing Party: Judge Colin
Docket Text: Order Denying Emergency Petition To: Freeze Estate Assets, Appoint New Personal Representative Investigate Forged and Fraudulent Documents Submitted to this Court and Other Interested Parties, Rescind Signature of Eliot Bernstein in Estate of Shirley Bernstein and More F/b: Judge Martin H Colin

Filing Date: May 14, 2013
Filing Party: Eliot Ivan Bernstein
Docket Text: Proof of Service of Emergency Petition To: Freeze Estate Assets, Appoint New Personal Representatives, Investigate Forged and Fraudulent Documents Submitted to this Court and Other Interested Parties, Rescind Signature of Eliot Bernstein in Estate of Shirley Bernstein and More

Filing Date: May 29, 2013
Filing Party: Eliot Ivan Bernstein
Docket Text: Renewed Emergency Petition by Eliot Ivan Bernstein

Filing Date: May 30, 2013
Filing Party: French, Judge David E
Docket Text: Order Denying Renewed Emergency Petition To: Freeze Estate Assets, Appoint New Personal Representatives, Investigate Forged and Fraudulent Documents Submitted to this Court and Other Interested Parties, Rescind Signature of Eliot Bernstein in Estate of Shirley Bernstein and More - Denied as an Emergency

EXHIBIT "A"

Filing Date: June 26, 2013
Filing Party: Eliot Ivan Bernstein
Docket Text: Motion To: Consider in Ordinary Course the Emergency Petition to Freeze Estate Assets, Appoint New Personal Representatives, Investigate Forged and Fraudulent Documents Submitted to this Court and Other Interested Parties, Rescind Signature of Eliot Bernstein in Estate of Simon Bernstein and More Filed by Petitioners, F/b: Eliot Bernstein

Filing Date: July 15, 2013
Filing Party: Eliot Ivan Bernstein
Docket Text: Motion to Respond to the Petitions by the Respondents, F/b: Eliot Ivan Bernstein

Filing Date: July 24, 2013
Filing Party: Eliot Ivan Bernstein
Disposition Amount:
Docket Text: Motion to Remove Personal Representatives, F/b: Eliot Bernstein

Filing Date: August 28, 2013
Filing Party: Eliot Ivan Bernstein
Docket Text: Notice of Motion For: Interim Distribution for Beneficiaries Necessary Living Expenses, Family Allowance, Legal Counsel Expenses to Be Paid by Personal Representatives and Reimbursement to Beneficiaries School Trust Funds

Filing Date: September 4, 2013
Filing Party: Eliot Ivan Bernstein
Docket Text: Notice of Emergency Mot. To Freeze Estates of Simon Bernstein Due to Admitted & Acknowledged Notary Public Forgery, Fraud & More by the Law Firm of Tescher & Spallina, P.a., Robert Spallina and Donald Tescher Acting as Alleged PRs and Their Legal Assistant and Notary Public, Kimberly Moran: Mot. For Interim Distribution Due to Extortion by Alleged PRs and Other; Mot. To Strike the Motion of Spallina to Reopen the Estate Of Shirley; Continued Mot. For Removal of Alleged PR and Alleged Successor Trustee F/b Eliot Ivan Bernstein

Filing Date: September 9, 2013
Filing Party: Judge French
Docket Text: Order Denying Petitioner's Emergency Motion Filed September 4, 2013, Judge David E French

Estate of Shirley Bernstein - Case No. 502011cp000653xxxxsb

Filing Date: May 6, 2013
Filing Party: Eliot Ivan Bernstein
Docket Text: Emergency Petition To: Freeze Estate Assets, Appoint New Personal Representatives, Investigate Forged and Fraudulent Documents Submitted to this Court and Other Interested Parties, Rescind Signature of Eliot Bernstein in Estate of Shirley Bernstein and More F/b: Eliot Ivan Bernstein

Filing Date: May 8, 2013
Filing Party: Colin, Judge Martin H
Docket Text: Order Denying Emergency Petition To: Freeze Estate Assets, Appoint New Personal Representatives, Investigate Forged and Fraudulent Documents Submitted to this Court and Other Interested Parties, Rescind Signature of Eliot Bernstein in Estate of Shirley Bernstein and More

Filing Date: May 14, 2013
Filing Party: Eliot Ivan Bernstein
Docket Text: Proof of Service of Emergency Petition To: Freeze Estate Assets, Appoint New Personal Representatives, Investigate Forged and Fraudulent Documents Submitted to this Court and Other Interested Parties, Rescind Signature of Eliot Bernstein in Estate of Shirley Bernstein and More

Filing Date: May 29, 2013
Filing Party: Eliot Ivan Bernstein
Docket Text: Renewed Emergency Petition - Eliot Ivan Bernstein

Filing Date: May 31, 2013
Filing Party: Judge Colin
Docket Text: Order Denying Renewed Emergency Petition To: Freeze Estate Assets. Appoint New Personal Representatives, Investigate Forged and Fraudulent Documents Submitted to this Court and Other Interested Parties, Rescind Signature of Eliot Bernstein in Estate of Shirley and More- Proof of Service to All Interested Parties Served in Accordance with this Court Order, Judge Martin H Colin

Filing Date: June 26, 2013
Filing Party: Eliot Ivan Bernstein
Docket Text: Motion To: Consider in Ordinary Course the Emergency Petition to Freeze Estate Assets, Appoint New Personal Representatives, Investigate Forged and Fraudulent Documents Submitted to this Court and Other Interested Parties, Rescind Signature of Eliot Bernstein in Estate of Shirley Bernstein and More Filed by Petitioner, F/b: Eliot Bernstein

EXHIBIT "B"

Filing Date: July 15, 2013
Filing Party: Eliot Ivan Bernstein
Docket Text: Motion to Respond to the Petitions by the Respondents, F/b: Eliot Ivan Bernstein

Filing Date: July 24, 2013
Filing Party: Eliot Ivan Bernstein
Docket Text: Motion to Remove Personal Representatives, F/b: Eliot Bernstein

Filing Date: August 28, 2013
Filing Party: Eliot Ivan Bernstein
Docket Text: Notice of Motion For: Interim Distribution for Beneficiaries Necessary Living Expenses, Family Allowance, Legal Counsel Expenses to Be Paid by Personal Representatives and Reimbursement to Beneficiaries School Trust Funds, F/b: Eliot Ivan Bernstein

Filing Date: September 4, 2013
Filing Party: Eliot Ivan Bernstein
Docket Text: Notice of Emergency Mot. To Freeze Estates of Shirley Bernstein Due to Admitted & Acknowledged Notary Public Forgery, Fraud & More by the Law Firm of Tescher & Spallina, P.a., Robert Spallina and Donald Tescher Acting as Alleged PRS and Their Legal Assistant and Notary Public, Kimberly Moran: Mot. For Interim Distribution Due to Extortion by Alleged PRs and Other; Mot. To Strike the Motion of Spallina to Reopen the Estate; Continued Mot. For Removal of Alleged P.R. and Alleged Successor Trustee F/b Eliot Ivan Bernstein

Filing Date: September 25, 2013
Filing Party: Judge Colin
Docket Text: Order on Notice of Emergency Motion to Freeze Estates, Judge Martin H Colin

Estate of Simon L. Bernstein - Case No. 502012CP004391XXXXSB

Filing Date: 06-May 6, 2013
Filing Party: Elliot Ivan Bernstein
Docket Text: Emergency Petition To: Freeze Estate Assets, Appoint New Personal Representatives, Investigate Forged and Fraudulent Documents Submitted to this Court and Other Interested Parties, Rescind Signature of Eliot Bernstein in Estate of Shirley Bernstein and More, F/b: Eliot Ivan Bernstein

Filing Date: May 8, 2013
Filing Party: Judge Colin
Docket Text: Order Denying Emergency Petition To: Freeze Estate Assets, Appoint New Personal Representatives, Investigate Forged and Fraudulent Documents Submitted to this Court and Other Interested Parties, Rescind Signature of Eliot Bernstein in Estate of Shirley Bernstein and More Signed by Judge M. Colin

Filing Date: May 9, 2013
Filing Party: Judge Colin
Docket Text: Order Denying Emergency Petition To: Freeze Estate Assets, Appoint New Personal Representative Investigate Forged and Fraudulent Documents Submitted to this Court and Other Interested Parties, Rescind Signature of Eliot Bernstein in Estate of Shirley Bernstein and More F/b: Judge Martin H Colin

Filing Date: May 14, 2013
Filing Party: Eliot Ivan Bernstein
Docket Text: Proof of Service of Emergency Petition To: Freeze Estate Assets, Appoint New Personal Representatives, Investigate Forged and Fraudulent Documents Submitted to this Court and Other Interested Parties, Rescind Signature of Eliot Bernstein in Estate of Shirley Bernstein and More

Filing Date: May 29, 2013
Filing Party: Eliot Ivan Bernstein
Docket Text: Renewed Emergency Petition by Eliot Ivan Bernstein

Filing Date: May 30, 2013
Filing Party: French, Judge David E
Docket Text: Order Denying Renewed Emergency Petition To: Freeze Estate Assets, Appoint New Personal Representatives, Investigate Forged and Fraudulent Documents Submitted to this Court and Other Interested Parties, Rescind Signature of Eliot Bernstein in Estate of Shirley Bernstein and More - Denied as an Emergency

Filing Date: June 26, 2013
Filing Party: Eliot Ivan Bernstein
Docket Text: Motion To: Consider in Ordinary Course the Emergency Petition to Freeze Estate Assets, Appoint New Personal Representatives, Investigate Forged and Fraudulent Documents Submitted to this Court and Other Interested Parties, Rescind Signature of Eliot Bernstein in Estate of Simon Bernstein and More Filed by Petitioners, F/b: Eliot Bernstein

Filing Date: July 15, 2013
Filing Party: Eliot Ivan Bernstein
Docket Text: Motion to Respond to the Petitions by the Respondents, F/b: Eliot Ivan Bernstein

Filing Date: July 24, 2013
Filing Party: Eliot Ivan Bernstein
Disposition Amount:
Docket Text: Motion to Remove Personal Representatives, F/b: Eliot Bernstein

Filing Date: August 28, 2013
Filing Party: Eliot Ivan Bernstein
Docket Text: Notice of Motion For: Interim Distribution for Beneficiaries Necessary Living Expenses, Family Allowance, Legal Counsel Expenses to Be Paid by Personal Representatives and Reimbursement to Beneficiaries School Trust Funds

Filing Date: September 4, 2013
Filing Party: Eliot Ivan Bernstein
Docket Text: Notice of Emergency Mot. To Freeze Estates of Simon Bernstein Due to Admitted & Acknowledged Notary Public Forgery, Fraud & More by the Law Firm of Tescher & Spallina, P.a., Robert Spallina and Donald Tescher Acting as Alleged PRs and Their Legal Assistant and Notary Public, Kimberly Moran: Mot. For Interim Distribution Due to Extortion by Alleged PRs and Other; Mot. To Strike the Motion of Spallina to Reopen the Estate Of Shirley; Continued Mot. For Removal of Alleged PR and Alleged Successor Trustee F/b Eliot Ivan Bernstein

Filing Date: September 9, 2013
Filing Party: Judge French
Docket Text: Order Denying Petitioner's Emergency Motion Filed September 4, 2013, Judge David E French

Estate of Shirley Bernstein - Case No. 502011cp000653xxxxsb

Filing Date: May 6, 2013
Filing Party: Eliot Ivan Bernstein
Docket Text: Emergency Petition To: Freeze Estate Assets, Appoint New Personal Representatives, Investigate Forged and Fraudulent Documents Submitted to this Court and Other Interested Parties, Rescind Signature of Eliot Bernstein in Estate of Shirley Bernstein and More F/b: Eliot Ivan Bernstein

Filing Date: May 9, 2013
Filing Party: Colin, Judge Martin H
Docket Text: Order Denying Emergency Petition To: Freeze Estate Assets, Appoint New Personal Representatives, Investigate Forged and Fraudulent Documents Submitted to this Court and Other Interested Parties, Rescind Signature of Eliot Bernstein in Estate of Shirley Bernstein and More

Filing Date: May 14, 2013
Filing Party: Eliot Ivan Bernstein
Docket Text: Proof of Service of Emergency Petition To: Freeze Estate Assets, Appoint New Personal Representatives, Investigate Forged and Fraudulent Documents Submitted to this Court and Other Interested Parties, Rescind Signature of Eliot Bernstein in Estate of Shirley Bernstein and More

Filing Date: May 29, 2013
Filing Party: Eliot Ivan Bernstein
Docket Text: Renewed Emergency Petition - Eliot Ivan Bernstein

Filing Date: May 31, 2013
Filing Party: Judge Colin
Docket Text: Order Denying Renewed Emergency Petition To: Freeze Estate Assets. Appoint New Personal Representatives, Investigate Forged and Fraudulent Documents Submitted to this Court and Other Interested Parties, Rescind Signature of Eliot Bernstein in Estate of Shirley and More- Proof of Service to All Interested Parties Served in Accordance with this Court Order, Judge Martin H Colin

Filing Date: June 26, 2013
Filing Party: Eliot Ivan Bernstein
Docket Text: Motion To: Consider in Ordinary Course the Emergency Petition to Freeze Estate Assets, Appoint New Personal Representatives, Investigate Forged and Fraudulent Documents Submitted to this Court and Other Interested Parties, Rescind Signature of Eliot Bernstein in Estate of Shirley Bernstein and More Filed by Petitioner, F/b: Eliot Bernstein

Filing Date: July 15, 2013
Filing Party: Eliot Ivan Bernstein
Docket Text: Motion to Respond to the Petitions by the Respondents, F/b: Eliot Ivan Bernstein

Filing Date: July 24, 2013
Filing Party: Eliot Ivan Bernstein
Docket Text: Motion to Remove Personal Representatives, F/b: Eliot Bernstein

Filing Date: August 28, 2013
Filing Party: Eliot Ivan Bernstein
Docket Text: Notice of Motion For: Interim Distribution for Beneficiaries Necessary Living Expenses, Family Allowance, Legal Counsel Expenses to Be Paid by Personal Representatives and Reimbursement to Beneficiaries School Trust Funds, F/b: Eliot Ivan Bernstein

Filing Date: September 4, 2013
Filing Party: Eliot Ivan Bernstein
Docket Text: Notice of Emergency Mot. To Freeze Estates of Shirley Bernstein Due to Admitted & Acknowledged Notary Public Forgery, Fraud & More by the Law Firm of Tescher & Spallina, P.a., Robert Spallina and Donald Tescher Acting as Alleged PRS and Their Legal Assistant and Notary Public, Kimberly Moran: Mot. For Interim Distribution Due to Extortion by Alleged PRs and Other; Mot. To Strike the Motion of Spallina to Reopen the Estate; Continued Mot. For Removal of Alleged P.R. and Alleged Successor Trustee F/b Eliot Ivan Bernstein

Filing Date: September 25, 2013
Filing Party: Judge Colin
Docket Text: Order on Notice of Emergency Motion to Freeze Estates, Judge Martin H Colin

See att
per RLS. Please
give him a call.
cc: Myra

Kimberly Moran

From: Kimberly Moran
Sent: Wednesday, December 04, 2013 4:03 PM
To: 'tbernstein@lifeinsuranceconcepts.com'
Subject: Estate of Shirley Bernstein

DOC120413.pdf
(37 KB)

Hi Mr. Bernstein:

Attached is a statement from Empire Legal Reporting with a balance of $314.50. Please pay them directly.

Best regards,

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

Mark R. Manceri, P.A.

ATTORNEY AND COUNSELOR AT LAW
2929 EAST COMMERCIAL BOULEVARD - SUITE 702
FORT LAUDERDALE, FLORIDA 33308

MARK R. MANCERI

FLORIDA BAR BOARD CERTIFIED
WILLS, TRUSTS AND ESTATES

WEB SITE: WWW.ESTATEPROBATELITIGATION.COM

TELEPHONE (954) 491-7099
FACSIMILE (954) 771-0545

December 2, 2013

Donald R. Tescher, Esq.
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431

Re: Estate of Shirley Bernstein/Eliot Bernstein v. Tescher, et. al.
Case No.: 50211CP000653XXXXSB

Dear Don:

Enclosed is a Statement dated November 19, 2013 from Empire Legal Reporting. Please remit payment in the total amount of $314.50 directly to Empire Legal Reporting.

Should you have any questions, concerns or comments regarding the foregoing, please do not hesitate to contact me.

Yours truly,

Mark R. Manceri, Esq.

MRM/mmp
Enclosure

STATEMENT

EMPIRE
LEGAL REPORTING
401 E. Las Olas Blvd, Suite 1400
Fort Lauderdale, FL 33301
Phone: 954-241-1010 - Fax: 954-241-1011

Account No.	Date
F11347	11/19/2013

Current	30 Days	60 Days
[redacted]	$0.00	$0.00
90 Days	**120 Days & Over**	**Total Due**
$0.00	$0.00	[redacted]

Accounts Payable
Law Office of Mark Manceri, P.A.
2929 East Commercial Boulevard
Suite 702
Ft. Lauderdale, FL 33308

Invoice Date	Invoice No.	Balance	Job Date	Witness	Case Name
10/30/2013	11324	205.00	10/28/2013	Judge Martin H. Colin	IN RE: THE ESTATE OF SHIRLEY BERNSTEIN
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
11/7/2013	11402	109.50	10/28/2013	Judge Martin H. Colin - EXCERPT JUDGE'S RULING	IN RE: THE ESTATE OF SHIRLEY BERNSTEIN

Tax ID: 27-0245088 Phone: 954 491 7099 Fax:

Please detach bottom portion and return with payment.

Accounts Payable
Law Office of Mark Manceri, P.A.
2929 East Commercial Boulevard
Suite 702
Ft. Lauderdale, FL 33308

Account No. : F11347
Date : 11/19/2013
Total Due : [redacted]

Remit To: **Empire Legal Support, Inc.**
401 East Las Olas Boulevard
Suite 1400
Ft. Lauderdale, FL 33301

Kimberly Moran

From: Kimberly Moran
Sent: Monday, December 02, 2013 4:24 PM
To: 'tbernstein@lifeinsuranceconcepts.com'
Subject: Shirley Bernstein Trust

DOC120213.pdf
(16 KB)

Hi Mr. Bernstein:

I hope you and your family had a wonderful Thanksgiving!

Attached is an invoice from CBIZ for services rendered on the Shirley Bernstein Trust. Please pay them directly.

As always, if you have any questions, please do not hesitate to contact us.

Best regards,

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

CBIZ MHM, LLC

Shirley Bernstein Trust
c/o Tescher & Spallina, P.A.
Attn: Robert Spallina
4855 Technology Way, Suite 720
Boca Raton, FL 33431

Invoice No. 112670
Date 11/27/2013
Client No. 4001350.100
Total Amount Due $ 1,538.00

TO INSURE PROPER CREDIT, PLEASE WRITE INVOICE NUMBER ON CHECK

Professional Services Rendered Through October 31, 2013

Accumulation and analysis of information and preparation of U.S. Fiduciary Tax Return (Form 1041) for 2012.	$ 1,152.00
Previous Balance	386.00
Total Amount Due	$ 1,538.00

0 - 30	31- 60	61 - 90	91 - 120	Over 120	Balance
1,152.00	0.00	0.00	0.00	386.00	1,538.00

Invoice Due Upon Receipt
Payments Received Are Posted Through Above Invoice Date

Client Name: Shirley Bernstein Trust
Invoice No.: 112670

Client No: 4001350
Invoice Date: 11/27/2013

Make check payable to: CBIZ MHM, LLC
Remit payment to: PO Box 953152, St. Louis, MO 63195-3152
Ph: 561.994.5050 ~ F: 561.241.0071 ~ www.cbizsouthflorida.com

A finance charge of 1.5% per month will be added to any unpaid balance over 60 days from invoice date.

Kimberly Moran

From: Kimberly Moran
Sent: Tuesday, November 26, 2013 3:40 PM
To: 'tbernstein@lifeinsuranceconcepts.com'
Cc: Robert Spallina
Subject: Estate of Shirley Bernstein

DOC112613.pdf
(75 KB)

Dear Mr. Bernstein:

Attached is an invoice from Mark Manceri for services rendered through October 31, 2013. Please pay them directly.

Hope you and your family have a Happy Thanksgiving!

Best regards,

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

Mark R. Manceri, P.A.

ATTORNEY AND COUNSELOR AT LAW
2929 EAST COMMERCIAL BOULEVARD - SUITE 702
FORT LAUDERDALE, FLORIDA 33308

MARK R. MANCERI

FLORIDA BAR BOARD CERTIFIED
WILLS, TRUSTS AND ESTATES

TELEPHONE (954) 491-7099
FACSIMILE (954) 771-0545

October 31, 2013

FOR SERVICES RENDERED THROUGH DATE OF STATEMENT

Donald R. Tescher, Esq.
Robert L. Spallina, Esq.
Tescher and Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton FL 33431

RE: ESTATE OF SHIRLEY BERNSTEIN
CASE NO.: 502011CP000653XXXXSB

CURRENT CHARGES:

		Hours	*Amount*
10/02/2013	Instructions to Legal Assistant; prepare correspondence to Eliot Bernstein.	0.20	82.00
10/03/2013	Telephone conference with Robert Spallina; prepare Witness Subpoena(s) (2); prepare correspondence to Advantage Process Service.	0.70	287.00
10/04/2013	Receipt and review e-mails from Robert Spallina, Esq.	0.20	82.00
10/07/2013	Receipt and review e-mails from Kimberly Moran; telephone conference with Ted Bernstein; conference call; receipt and review e-mail from Robert Spallina, Esq.; receipt and review e-mails from Advantage Messenger.	1.50	615.00
10/10/2013	Receipt and review e-mail from Robert Spallina, Esq.	0.10	41.00
	Receipt and review e-mails from Eliot Bernstein; prepare e-mail to Robert Spallina, Esq.; receipt and review e-mail from Robert Spallina, Esq.	0.50	205.00
10/11/2013	Telephone conference with Ted Bernstein; receipt and review e-mail from Robert Spallina, Esq.; instructions to Legal Assistant; review file.	0.50	205.00
10/14/2013	Telephone conference with Ted Bernstein; receipt and review e-mails from Robert Spallina, Esq.; receipt and review e-mails from Ted Bernstein; receipt and review	0.50	205.00

		Hours	*Amount*
	Return of Service (2).		
10/15/2013	Receipt and review e-mail from Robert Spallina; receipt and review e-mail from Ted Bernstein; receipt and review e-mail from Donna Rocco.	0.30	123.00
10/16/2013	Prepare Notice of Filing.	0.20	82.00
10/18/2013	Legal research; receipt and review e-mail from Donald Tescher, Esq.; receipt and review e-mail from Robert Spallina, Esq.; prepare e-mail to Robert Spallina, Esq.	2.00	820.00
10/21/2013	Legal research; receipt and review e-mails from Robert Spallina; prepare e-mail to Robert Spallina; prepare for 10/23/13 Hearing; instructions to Legal Assistant regarding Notice of Appearance.	2.50	1,025.00
10/23/2013	Travel and attendance at meeting with Ted Bernstein; prepare correspondence to Donald Tescher; receipt and review e-mail from Robert Spallina; telephone conference with Robert Spallina; prepare e-mail to Robert Spallina; receipt and review e-mail from Ted Bernstein; prepare e-mail to Ted Bernstein.	3.40	1,394.00
10/24/2013	Prepare e-mail to Robert Spallina, Esq.; receipt and review e-mail from Kimberly Moran; prepare for 10/28/13 Hearing; instructions to Legal Assistant.	0.80	328.00
10/25/2013	Telephone conferences with Robert Spallina, Esq.; telephone conference call with Ted Bernstein; instructions to Legal Assistant.	0.40	164.00
10/28/2013	Legal research; telephone conference call with Ted Bernstein; travel and attendance at meeting at Robert Spallina's office; travel and attendance at Hearing.	4.00	1,640.00
10/30/2013	Receipt and review e-mail from Brandan Pratt, Esq.; telephone conference with Robert Spallina, Esq.	0.30	123.00
	Receipt and review e-mail from Brandan Pratt, Esq.; prepare e-mail to Robert Spallina, Esq.; telephone conference with Robert Spallina, Esq.	0.30	123.00

		Hours	*Amount*
10/31/2013	Telephone conference with Ted Bernstein.	0.20	82.00
	ATTORNEY'S FEES AT $410.00 PER HOUR:	***18.60***	***$7,626.00***
	ADVANCED CLIENT COSTS:		
	Witness Fees		14.00
	Photocopying Charges		166.00
	Postage		15.00
	TOTAL ADVANCED CLIENT COSTS:		***$195.00***
	TOTAL CURRENT CHARGES:		***$7,821.00***
	PREVIOUS BALANCE		***$4,689.50***
	TOTAL NOW DUE		***$12,510.50***

PLEASE REVIEW THIS STATEMENT CAREFULLY AND COMPLETELY. IF YOU HAVE AN OBJECTION(S) TO ANY ENTRY, YOU ARE TO ADVISE US, IN WRITING, WITHIN TEN (10) DAYS OF YOUR RECEIPT OF THIS STATEMENT. IF WE DO NOT RECEIVE ANY SUCH OBJECTION(S) WE WILL ASSUME THIS STATEMENT MEETS WITH YOUR APPROVAL.

ALL BALANCES DUE MORE THAN THIRTY (30) DAYS WILL ACCRUE INTEREST AT 1.5% PER MONTH
THANK YOU.

Kimberly Moran

From: Kimberly Moran
Sent: Thursday, November 21, 2013 12:12 PM
To: 'tbernstein@lifeinsuranceconcepts.com'
Subject: Estate of Shirley Bernstein

DOC112113.pdf
(17 KB)

Dear Mr. Bernstein:

Attached is an invoice from Empire Legal Reporting. Please pay them directly.

As always, if you should have any questions, please do not hesitate to contact us.

Best regards,

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

Mark R. Manceri, P.A.

ATTORNEY AND COUNSELOR AT LAW
2929 EAST COMMERCIAL BOULEVARD - SUITE 702
FORT LAUDERDALE, FLORIDA 33308

MARK R. MANCERI

FLORIDA BAR BOARD CERTIFIED
WILLS, TRUSTS AND ESTATES

WEB SITE: WWW.ESTATEPROBATELITIGATION.COM

TELEPHONE (954) 491-7099
FACSIMILE (954) 771-0545

November 18, 2013

Donald R. Tescher, Esq.
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431

Re: Estate of Shirley Bernstein/Eliot Bernstein v. Tescher, et. al.
Case No.: 50211CP000653XXXXSB

Dear Don:

Enclosed is an invoice dated November 7, 2013 from Empire Legal Reporting. Please remit payment in the amount of $109.50 directly to Empire Legal Reporting.

Should you have any questions, concerns or comments regarding the foregoing, please do not hesitate to contact me.

Yours truly,

Mark R. Manceri, Esq.

MRM/mmp
Enclosure

INVOICE

EMPIRE
LEGAL REPORTING
401 E. Las Olas Blvd. Suite 1400
Fort Lauderdale, FL 33301
Phone: 954-241-1010 - Fax: 954-241-1011

Invoice No.	Invoice Date	Job No.
11402	11/7/2013	13204
Job Date	**Case No.**	
10/28/2013	50 2011 CP 000653 XXXXSB	
Case Name		
IN RE: THE ESTATE OF SHIRLEY BERNSTEIN		
Payment Terms		
Net 15		

Mark Manceri, Esq.
Law Office of Mark Manceri, P.A.
2929 East Commercial Boulevard
Suite 702
Ft. Lauderdale, FL 33308

ORIGINAL AND 1 CERTIFIED COPY OF TRANSCRIPT OF:				
Judge Martin H. Colin - EXCERPT JUDGE'S RULING	10.00 pages	@	5.95	59.50
e-transcript/pdf Package			35.00	35.00
Shipping & Handling			15.00	15.00
	TOTAL DUE >>>			**$109.50**

Thank you for your order. You can view our current locations from our website.
www.EmpireLegalSupport.com

Tax ID: 27-0245088 Phone: 954 491 7099 Fax:

Please detach bottom portion and return with payment.

Mark Manceri, Esq.
Law Office of Mark Manceri, P.A.
2929 East Commercial Boulevard
Suite 702
Ft. Lauderdale, FL 33308

Invoice No. : 11402
Invoice Date : 11/7/2013
Total Due : $109.50

Remit To: **Empire Legal Support, Inc.**
401 East Las Olas Boulevard
Suite 1400
Ft. Lauderdale, FL 33301

Job No. : 13204
BU ID : S. Florida
Case No. : 50 2011 CP 000653 XXXXSB
Case Name : IN RE: THE ESTATE OF SHIRLEY BERNSTEIN

Mark R. Manceri, P.A.

ATTORNEY AND COUNSELOR AT LAW
2929 EAST COMMERCIAL BOULEVARD - SUITE 702
FORT LAUDERDALE, FLORIDA 33308

MARK R. MANCERI

FLORIDA BAR BOARD CERTIFIED
WILLS, TRUSTS AND ESTATES

WEB SITE: WWW.ESTATEPROBATELITIGATION.COM

TELEPHONE (954) 491-7099
FACSIMILE (954) 771-0545

November 19, 2013

Theodore Stuart Bernstein
Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, Florida 33487

Re: Bernstein v. Bernstein

Dear Ted:

Enclosed are copies of the following documents:

1. Order Granting Motion to Withdraw dated November 19, 2013 entered by Judge Colin.

2. Order dated November 14, 2013 entered by Judge Colin.

Should you have any questions, concerns or comments regarding the foregoing, please do not hesitate to contact me.

Yours truly,

Mark R. Manceri, Esq.

MRM/mmp
Enclosures

cc: Donald R. Tescher, Esq. (w/enclos.)

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL
CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF

SHIRLEY BERNSTEIN
_____/

File No.502011CP000653XXXXSB

Division: IY

ORDER GRANTING MOTION TO WITHDRAW

THIS CAUSE having come before the Court on the Motion to Withdraw As Counsel filed by **Huth & Pratt**, counsel for **Eliot Bernstein**, the Court having reviewed the file and being otherwise duly advised in the premises, it is hereby:

ORDERED and ADJUDGED that the motion is granted. The law firm **Huth & Pratt** is herewith withdrawn as counsel for **Eliot Bernstein** in this matter. Copies of all documents filed in this action shall be served on Eliot Bernstein, 2753 N.W. 34th St., Boca Raton, Florida 33434-3459, 561-886-7628, iviewit@gmail.com.

DONE AND ORDERED in Delray Beach, Palm Beach County, Florida on this ____ day of November, 2013.

_____
Circuit Court Judge

Copies furnished to:
Brandan J. Pratt, Esq.
Mark Manceri, Esq.
Robert Spallina, Esq.
Eliot Bernstein

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF SHIRLEY BERNSTEIN,	PROBATE DIVISION
Deceased.	CASE NO: 502011CP000653XXXXSB
ELIOT IVAN BERNSTEIN, PRO SE	DIVISION: COLIN

Petitioner

vs.

TESCHER & SPALLINA, P.A., (and all parties associates and of counsel); ROBERT L. SPALLINA (both personally & professionally); DONALD R. TESCHER (both personally & professionally); THEODORE STUART BERNSTEIN (as alleged personal representative, trustee, successor trustee) (both personally and professionally); and JOHN and JANE DOE'S (1-5000),

Respondents.

ORDER

THIS CAUSE came before the Court on October 28, 2013 pursuant to the Order of the Court dated September 24, 2013, and the Court having reviewed the file, having heard argument of Brandan Pratt, Esq.; Mark R. Manceri, Esq. and David Roth, Esq., and being otherwise fully advised on the premises it is hereby, ORDERED AND ADJUDGED, as follows:

1. The Estate shall remain open pending the filing of a Petition for Discharge by Ted Bernstein, as Successor Personal Representative and any disposition thereof pursuant to probate rules & statutes.

2. The Court has determined that it will take no action regarding the form of the pleadings or other documents that were submitted to the Court to close the Estate while Simon

Bernstein was serving as Personal Representative.

3. The Court reserves ruling on and retains jurisdiction to tax attorney's fees and costs and any other possible sanction upon the filing of a Motion and proper notice.

DONE AND ORDERED in Chambers, at Delray Beach, Palm Beach County, Florida, this 14 day of November, 2013.

HONORABLE MARTIN H. COLIN
CIRCUIT COURT JUDGE

Copies furnished to:
Mark R. Manceri, Esq.
Brandan J. Pratt, Esq.
David Roth, Esq.
All Interested Persons

Robert Spallina

From: Brandan Pratt [bpratt@huthpratt.com]
Sent: Tuesday, November 19, 2013 10:22 AM
To: 'Mark Manceri, Esq.'; Robert Spallina
Cc: 'Liza Hernandez'
Subject: Bernstein

Gentlemen,

I just want to clarify that I consider myself completely withdrawn from all representation of Eliot Bernstein in any capacity and in any lawsuit. My Notice of Appearance and every document that I filed were in 11CP653. In addition, the transcript from the hearing from September 13th, 2013 and the resulting orders (which set the hearing for October 28th, 2013) also use the 11CP653 case number. The Order on the October 28th hearing also uses the 11CP653 case number and so does the Order on my Motion to Withdraw. Therefore, I haven't appeared in any other cases that might be going on. Thank you.

Brandan

Brandan J. Pratt, Esq.

HUTH & PRATT
ATTORNEYS AT LAW
2101 NW Corporate Blvd., Suite 400
Boca Raton, Florida 33431
Ph: (561) 392-1800
Fax: (561) 392-3535
Email: bpratt@huthpratt.com
Web: www.huthpratt.com

The information in this e-mail message is intended for the confidential use of the addressees only. The information is subject to the attorney-client privilege and/or may be attorney work-product. Recipients should not file copies of this e-mail with publicly accessible records. If you are not an addressee or an authorized agent responsible for delivering this e-mail to a designated addressee, you have received this e-mail in error, and any further review, dissemination, distribution, copying or forwarding of this e-mail is strictly prohibited. If you received this e-mail in error, please notify us immediately at (561) 392-1800 or send an e-mail message to the sender. Thank you.

The contact information listed above shall not be considered a signature pursuant to Florida Rule of Judicial Administration 2.505 or any other purpose. This email message shall not be deemed to constitute a settlement or waiver of any claim, defense, or privilege. I do not have the authority to enter into settlement or other substantive agreements on behalf of my client (orally or in writing), and any settlement or other substantive agreement must be in writing and signed by my client to be valid. This email message is inadmissible as evidence in any proceeding.

Circular Disclaimer Disclosure. To ensure compliance with requirements imposed by the IRS in Circular 230, we inform you that any tax advice contained in this communication (including any attachments that does not explicitly state otherwise) is not intended or written to be used, and cannot be used, for purposes of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

Kimberly Moran

From: Kimberly Moran
Sent: Tuesday, November 19, 2013 11:16 AM
To: 'tbernstein@lifeinsuranceconcepts.com'
Cc: Robert Spallina
Subject: Estate of Shirley Bernstein

DOC111913.pdf
(17 KB)

Dear Mr. Bernstein:

Attached is an invoice from Empire Legal Reporting. Please pay them directly.

As always, if you should have any questions, please do not hesitate to contact us.

Best regards,

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

Mark R. Manceri, P.A.

ATTORNEY AND COUNSELOR AT LAW
2929 EAST COMMERCIAL BOULEVARD - SUITE 702
FORT LAUDERDALE, FLORIDA 33308

MARK R. MANCERI

FLORIDA BAR BOARD CERTIFIED
WILLS, TRUSTS AND ESTATES

WEB SITE: WWW.ESTATEPROBATELITIGATION.COM

TELEPHONE (954) 491-7099
FACSIMILE (954) 771-0545

November 6, 2013

Donald R. Tescher, Esq.
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431

Re: Estate of Shirley Bernstein/Eliot Bernstein v. Tescher, et. al.
Case No.: 50211CP000653XXXXSB

Dear Don:

Enclosed is an invoice dated October 30, 2013 from Empire Legal Reporting. Please remit payment in the amount of $205.00 directly to Empire Legal Reporting.

Should you have any questions, concerns or comments regarding the foregoing, please do not hesitate to contact me.

Yours truly,

Mark R. Manceri, Esq.

MRM/mmp
Enclosure

INVOICE

EMPIRE
LEGAL REPORTING
401 E. Las Olas Blvd, Suite 1400
Fort Lauderdale, FL 33301
Phone: 954-241-1010 - Fax: 954-241-1011

Invoice No.	Invoice Date	Job No.
11324	10/30/2013	13204
Job Date	**Case No.**	
10/28/2013	50 2011 CP 000653 XXXXSB	
Case Name		
IN RE: THE ESTATE OF SHIRLEY BERNSTEIN		
Payment Terms		
Net 15		

Mark Manceri, Esq.
Law Office of Mark Manceri, P.A.
2929 East Commercial Boulevard
Suite 702
Ft. Lauderdale, FL 33308

TAKEN BUT NOT TRANSCRIBED HEARING BEFORE:
Judge Martin H. Colin

Appearance Fee for Court Reporter	110.00	110.00
Court Reporter Appearance - Commencing After Hours	95.00	95.00
TOTAL DUE >>>		**$205.00**

Thank you for your order. You can view our current locations from our website.
www.EmpireLegalSupport.com

Tax ID: 27-0245088 Phone: 954 491 7099 Fax:

Please detach bottom portion and return with payment.

Mark Manceri, Esq.
Law Office of Mark Manceri, P.A.
2929 East Commercial Boulevard
Suite 702
Ft. Lauderdale, FL 33308

Invoice No. : 11324
Invoice Date : 10/30/2013
Total Due : $205.00

Remit To: **Empire Legal Support, Inc.**
401 East Las Olas Boulevard
Suite 1400
Ft. Lauderdale, FL 33301

Job No. : 13204
BU ID : S. Florida
Case No. : 50 2011 CP 000653 XXXXSB
Case Name : IN RE: THE ESTATE OF SHIRLEY BERNSTEIN

Kimberly Moran

From: April L. Matteini, G.G. [april@amatteini.com]
Sent: Monday, November 18, 2013 3:37 PM
To: Kimberly Moran
Subject: Re: Bernstein Appraisal

Thank you very much.

On 11/18/13 3:29 PM, Kimberly Moran wrote:
> Hi April,
>
> I spoke with Mr. Spallina and he said it is OK to go ahead and verify
> the appraisal.
>
> Thank you.
>
> Best regards,
>
> Kimberly Moran, Legal Assistant
> Tescher & Spallina, P.A.
> 4855 Technology Way, Suite 720
> Boca Raton, FL 33431
> Tel: (561) 997-7008
> Fax: (561) 997-7308
>
> -----Original Message-----
> From: April L. Matteini, G.G. [mailto:april@amatteini.com]
> Sent: Monday, November 18, 2013 2:41 PM
> To: Kimberly Moran
> Subject: Bernstein Appraisal
>
> Dear Kimberly,
>
> I have been requested to verify the authenticity of the Simon
> Bernstein Estate Appraisal by Mr. Eliot Bernstein.
>
> Since your office engaged my services, I would like to confirm that he
> received the appraisal from you and I have permission to verify the
> appraisal.
>
> Thank you very much.
>
> Best,
>
> April
>
>

--
April L. Matteini, GG (GIA)
A. Matteini & Co. LLC
(561) 613-3387

An important disclaimer applies to this message: amatteini.com/p/disclaimer.html

HUTH & PRATT

ATTORNEYS AT LAW

ROBERT A. HUTH, JR., J.D., LL.M.
Board Certified - Wills, Trusts & Estates
bob@huthpratt.com

BRANDAN J. PRATT, J.D
bpratt@huthpratt.com

2101 N.W. CORPORATE BOULEVARD
SUITE 400
BOCA RATON, FLORIDA 33431-7343

TELEPHONE (561) 392-1800
FACSIMILE (561) 392-3535

November 11th, 2013

The Hon. Martin H. Colin
South County Courthouse
Probate Division, Suite 160
200 West Atlantic Avenue
Delray Beach, Florida 33444-3664

Re: Estate of Shirley Bernstein
Case No.:502011CP0000653XXXXSB

Dear Judge Colin:

In preparation for the UMC hearing which is scheduled for November 19th, 2013 at 8:45 a.m., I enclose courtesy copies of the following with regard to the above-captioned matter:

1. Amended Notice of Hearing;
2. Motion to Withdraw as Counsel

Thank you for your attention to this matter, and please do not hesitate to contact me if you have any questions.

Sincerely,

Brandan J. Pratt, Esq.

BJP/lh
Enclosure

Copies Furnished To: Mark Manceri, Esq., *via email*
Robert Louis Spallina, Esq., *via email*

Electronically Filed 11/11/2013 11:37:51 AM ET

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL
CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF File No.: 502011CP000653XXXXSB

SHIRLEY BERNSTEIN Division: IY

_____/

AMENDED NOTICE OF UMC HEARING
(Resets UMC Hearing Previously Set November 14th, 2013)

YOU ARE HEREBY NOTIFIED that the undersigned attorney will call up for hearing before The Honorable Martin H. Colin on **Tuesday November 19th, 2013 at 8:45 A.M.** in Courtroom 8, South Palm Beach County Courthouse, 200 West Atlantic Avenue, Delray Beach, Florida 33444, or as soon thereafter as counsel may be heard, on:

MOTION TO WITHDRAW

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that a true a copy of the foregoing was furnished via email or via the Florida Courts eFiling Portal to Mark Manceri, Esq., Robert Louis Spallina, Esq., and Eliot Bernstein this 11th day of November, 2013.

HUTH & PRATT
2101 N.W. Corporate Boulevard, Suite 400
Boca Raton, Florida 33431
Telephone: (561) 392-1800
Facsimile: (561) 392-3535

/s/ Brandan J. Pratt
Brandan J. Pratt, Esq.
Florida Bar No. 010745
Primary E-Mail: bpratt@huthpratt.com
Secondary E-mail: liza@huthpratt.com

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL
CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF File No.: 502011CP000653XXXXSB

SHIRLEY BERNSTEIN Division: IY

_____/

AMENDED NOTICE OF UMC HEARING
(Resets UMC Hearing Previously Set November 14th, 2013)

YOU ARE HEREBY NOTIFIED that the undersigned attorney will call up for hearing before The Honorable Martin H. Colin on **Tuesday November 19th, 2013 at 8:45 A.M.** in Courtroom 8, South Palm Beach County Courthouse, 200 West Atlantic Avenue, Delray Beach, Florida 33444, or as soon thereafter as counsel may be heard, on:

MOTION TO WITHDRAW

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that a true a copy of the foregoing was furnished via email or via the Florida Courts eFiling Portal to Mark Manceri, Esq., Robert Louis Spallina, Esq., and Eliot Bernstein this 11th day of November, 2013.

HUTH & PRATT
2101 N.W. Corporate Boulevard, Suite 400
Boca Raton, Florida 33431
Telephone: (561) 392-1800
Facsimile: (561) 392-3535

/s/ Brandan J. Pratt
Brandan J. Pratt, Esq.
Florida Bar No. 010745
Primary E-Mail: bpratt@huthpratt.com
Secondary E-mail: liza@huthpratt.com

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL
CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF File No.502011CP000653XXXXSB

SHIRLEY BERNSTEIN Division: IY

_____/

MOTION TO WITHDRAW AS COUNSEL

COMES NOW, **Huth & Pratt**, pursuant to Rule 2.505(f) of the Florida Rules of Judicial Administration, and hereby moves to withdraw as counsel for **Eliot Bernstein** and in support thereof avers the following:

1. **Huth & Pratt** is currently attorney of record for **Eliot Bernstein** in this action.

2. There are certain irreconcilable differences that preclude Huth & Pratt from representing **Eliot Bernstein**.

3. The last known address for **Eliot Bernstein** is 2753 NW 34th Street, Boca Raton, Florida 33434.

4. It would create an unreasonable burden for Huth & Pratt to further represent **Eliot Bernstein**, in this matter.

5. WHEREFORE, **Huth & Pratt**, requests entry of an Order permitting its withdrawal and discharge as attorneys for **Eliot Bernstein** in this action, and asks this Court to award him such other and further relief as this court deems just and proper under the circumstances.

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that a true a copy of the foregoing was furnished via email or via the Florida Courts eFiling Portal to Mark Manceri, Esq., Robert Louis Spallina, Esq., and Eliot Bernstein this 8th day of November, 2013.

HUTH & PRATT
2101 N.W. Corporate Boulevard, Suite 400
Boca Raton, Florida 33431
Telephone: (561) 392-1800
Facsimile: (561) 392-3535

/s/ Brandan J. Pratt
Brandan J. Pratt, Esq.
Florida Bar No. 010745
Primary E-Mail: bpratt@huthpratt.com
Secondary E-mail: liza@huthpratt.com

Mark R. Manceri, P.A.

ATTORNEY AND COUNSELOR AT LAW
2929 EAST COMMERCIAL BOULEVARD - SUITE 702
FORT LAUDERDALE, FLORIDA 33308

MARK R. MANCERI

FLORIDA BAR BOARD CERTIFIED
WILLS, TRUSTS AND ESTATES

WEB SITE: WWW.ESTATEPROBATELITIGATION.COM

TELEPHONE (954) 491-7099
FACSIMILE (954) 771-0545

November 1, 2013

Donald R. Tescher, Esq.
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431

Re: Estate of Shirley Bernstein/Eliot Bernstein v. Tescher, et. al.
Case No.: 50211CP000653XXXXSB

Dear Don:

Enclosed is a Statement dated October 31, 2013 from Advantage Messenger & Process. Please remit payment in the amount of $120.00 directly to Advantage Messenger & Process.

Should you have any questions, concerns or comments regarding the foregoing, please do not hesitate to contact me.

Yours truly,

Mark R. Manceri, Esq.

MRM/mmp
Enclosure

Advantage Messenger & Process
7378 W Atlantic Blvd
Ste 113
Margate, FL 33063
Phone: (954) 818-6555
Fax: (954) 597-6850

STATEMENT

10/31/2013

Mark Manceri
Mark R Manceri, PA
2929 E Commercial Blvd
Ste 702
Ft Lauderdale, FL 33308

Phone: (954) 491-7099
Fax: (954) 771-0545

Statement covers Unpaid Invoices through 10/31/2013.

Invoice	Inv. Date	Person Served			Amount	Status
2013003458	**10/10/2013**	**Bernstein, Candice**			**80.00**	**Current**
Eliot Ivan Bernstein, Pro Se Tescher & Spallina, P.A., (and all parties associates and of counsel); Robert L. Spallina; et al						
Service Fee (Local) PERSONAL SERVICE			1.00	80.00	80.00	
2013003459	**10/10/2013**	**Bernstein, Eliot Ivan**			**40.00**	**Current**
Eliot Ivan Bernstein, Pro Se Tescher & Spallina, P.A., (and all parties associates and of counsel); Robert L. Spallina; et al						
Service Fee (Local)			1.00	40.00	40.00	

TOTAL CHARGES:	$120.00
TOTAL PAYMENTS:	$0.00
TOTAL AMOUNT DUE:	**$120.00**

Current: $120.00 Past 30: $0.00 Past 60: $0.00 Past 90: $0.00 Past 120: $0.00

WE ACCEPT CREDIT CARDS

Robert Spallina

From: Eliot Ivan Bernstein [iviewit@iviewit.tv]
Sent: Thursday, October 24, 2013 12:57 PM
To: 'Craig, Janet'; 'Worth, Hunt'
Cc: Robert Spallina; 'Ted Bernstein'; 'Caroline Prochotska Rogers Esq.'; 'Michele M. Mulrooney ~ Partner @ Venable LLP'; 'Andrew R. Dietz @ Rock It Cargo USA'; tourcandy@gmail.com
Subject: RE: Bernstein Children Phones, Internet, Email and School Work Accounts all turned off today.

Can I please have your legal counsel name and number? Eliot

-----Original Message-----
From: Craig, Janet [mailto:Janet.Craig@opco.com]
Sent: Thursday, October 24, 2013 12:09 PM
To: Eliot Ivan Bernstein; Worth, Hunt
Cc: Robert L. Spallina, Esq. ~ Attorney at Law @ Tescher & Spallina, P.A.; Ted Bernstein; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA
Subject: RE: Bernstein Children Phones, Internet, Email and School Work Accounts all turned off today.

Eliot,

Oppenheimer Trust Company has informed you on several occasions that there are no funds available to pay the family bills. We have also informed you that there is no agreement between the Trusts and your parents' estates for reimbursement of funds paid over the past year.

Please make other arrangements for payment of these bills.

Janet Craig, CTFA
Senior Vice President & Compliance Officer
18 Columbia Turnpike
Florham Park, NJ 07932
Phone: (973) 245-4635
Fax: (973) 245-4699
Janet.Craig@opco.com

From: Eliot Ivan Bernstein [iviewit@iviewit.tv]
Sent: Wednesday, October 23, 2013 3:54 PM
To: Craig, Janet; Worth, Hunt
Cc: Robert L. Spallina, Esq. ~ Attorney at Law @ Tescher & Spallina, P.A.; Ted Bernstein; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA
Subject: Bernstein Children Phones, Internet, Email and School Work Accounts all turned off today.

Janet and Hunt, not sure who is in charge of the bills and billings and who is responsible for the bills and management of Bernstein Family Realty, LLC and who is responsible as Trustee of the trust and the payment of the children's home expenses. All fiduciary responsibilities appear to have been abducted by the trustees and managers and bills are left unpaid and accounts appear not transferred to anyone who is handling them and all of this has put the children at extreme risk and danger. Of course, we still not have complete documentation on any of these entities and what has transpired that are wholly executed documents and therefore have no idea where anything is going. As of today, Internet, phones,

television, school work accounts, etc. have all been shut off for lack of payment on the bill.
As you have stopped responding to prior requests as Trustee of the trust and last manager of the LLC regarding these matters, I can only take it that you are refusing to respond to requests made on the children's behalf relating to these entities.

Please have someone from your offices or legal counsel contact me ASAP as to this email and the last two you have not responded to.

Eliot I. Bernstein
Inventor
Iviewit Holdings, Inc. - DL
2753 N.W. 34th St.
Boca Raton, Florida 33434-3459
(561) 245.8588 (o)
(561) 886.7628 (c)
(561) 245-8644 (f)
iviewit@iviewit.tv<mailto:iviewit@iviewit.tv>
http://www.iviewit.tv<http://www.iviewit.tv/>

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Robert Spallina

From: Eliot Bernstein [iviewit@gmail.com]
Sent: Monday, October 07, 2013 1:01 PM
To: 'Craig, Janet'; Robert Spallina; 'Ted Bernstein'
Cc: tourcandy@gmail.com; 'Michele M. Mulrooney ~ Partner @ Venable LLP'; 'Worth, Hunt'; Caroline Prochotska Rogers Esq.; Andrew R. Dietz @ Rock It Cargo USA
Subject: RE: EMERGENCY OCTOBER Bernstein Expenses and Reimbursements

Yes I understand what you have said but I do not think you are listening carefully to what I have said, in that much of these transactions can be construed as part of a larger fraud and where Spallina is involved in documents in the estate that are admitted fraudulent and alleged forged, well, anything he was directing you to do and all documents tendered by him to you, are suspect at this time. Further, that both you and I were led to believe that Spallina would be replacing and replenishing the SCHOOL trusts that were used at his direction to pay living expenses and now that he is not living up to that unless I participate in fraudulent transactions in the estate, well you best work out with him these problems. There are also problems with his statements to the court regarding the transfer of the Legacy account and more to Oppenheimer that may indicate further fraud.
Also, it was discovered at the hearing that Ted was not the trustee to the estate of Shirley as he claimed, as none had been elected since SIMON died as the PR and Trustee and no one informed the court of his death and filed documents as if he were alive so no successors were ever granted Letters and therefore any transfer of fiduciary to Ted or Spallina with this knowledge seems a breach of fiduciary duties and trust. I also recommended to you that you seek a court order for what you were doing with Spallina and Ted in attempting to close the accounts and transfer fiduciary titles and management titles and more and I have not signed any release papers until these matters can be rectified. Have you informed your legal department of the massive fiduciary liabilities that may result from these actions and do you have a contact for me to notify them as I do not think the legal department for Oppenheimer is copied on this email?

Again, as I do not have control over any of these accounts or trusts or Bernstein Family Realty LLC that you were in charge of as alleged trustee for my children, well, all I can say is that between the parties handling these trusts and matters as trustees or any other fiduciary role presumed, I would suggest you figure out together how to now protect the minor beneficiaries you have exposed to massive immediate life threatening risks and foreclosure (from incompetence and false statements to a note holder) in order to fulfill your fiduciary obligations legally and protect the beneficiaries you have exposed.

Please let me know as soon as possible regarding the requested information herein. Eliot

-----Original Message-----
From: Craig, Janet [mailto:Janet.Craig@opco.com]
Sent: Monday, October 7, 2013 11:15 AM
To: 'Eliot Ivan Bernstein (iviewit@gmail.com)'; 'Robert Spallina (rspallina@tescherspallina.com)'; 'Ted Bernstein (tbernstein@lifeinsuranceconcepts.com)'
Cc: 'tourcandy@gmail.com'; 'Michele M. Mulrooney ~ Partner @ Venable LLP (mmulrooney@Venable.com)'; Worth, Hunt
Subject: FW: EMERGENCY OCTOBER Bernstein Expenses and Reimbursements

Eliot,

As I have told both you and Candice previously, there are no funds available in the boys' Trusts to pay any expenses. The only assets that remain in the Trust are the shares of Bernstein Family Realty LLC and LIC Holdings, neither of which are liquid assets. I have

been informed that no further funds will be coming to these Trusts and new Trusts will be set up for the boys once the Estate administration of your parents is allowed to proceed.

Please make other arrangements for the payment of these invoices.

Janet Craig, CTFA
Senior Vice President & Compliance Officer Oppenheimer Trust Company
18 Columbia Turnpike
Florham Park, NJ 07932
Tel: 973-245-4635
Fax: 973-245-4699
Email: Janet.Craig@opco.com

-----Original Message-----
From: Eliot Bernstein [mailto:iviewit@gmail.com]
Sent: Friday, October 04, 2013 4:46 PM
To: Craig, Janet; Worth, Hunt
Cc: tourcandy@gmail.com; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA
Subject: EMERGENCY OCTOBER Bernstein Expenses and Reimbursements

Hi Janet and Hunt ~ I have attached in the pdf file the list of all the monthly bills and expenses for the children and invoices and receipts for each to be paid by the trustee of the three children's trust and Manager of Bernstein Family Realty LLC, which I believe is still you, I have received no paperwork to show any changes. The total amount we paid was $5,966.20 for reimbursement and there is now $27,000.39 outstanding bills that must be paid immediately in certain cases some are due within 72 hours (see report attached notes section on first page). As we are unclear of who is now in charge of the trusts and the LLC and how the changed occurred or why, please make sure that these get paid by whomever you designated and however you designated them, as far as I am concerned Oppenheimer still appear as the trustee and manager. I have sent you transcripts of a probate court hearing whereby SPALLINA and TED where told by the Judge that he should read them their Miranda Rights, based on the admitted and acknowledged crime of fraudulently notarized and forged documents in the estate, a fraud on the Court whereby my father Simon, who was deceased, notarized documents and closed an estate months after he passed. In light of this and the fact that you sent me unsigned trust agreements repeatedly and court orders on certain of the accounts authorizing Oppenheimer that are improperly notarized, well it is all starting to look a bit suspicious of what is going on. Further, we were contacted by Walt Sahm who has been owed interest on the home owned by Bernstein Family Realty LLC that you allegedly are Manager for and that has not been paid for months while you were in charge (similar to months that you let the home go without homeowners insurance, especially in light of Mr. Sahm's loan with Bernstein Family Realty LLC, forcing this man to get counsel and begin to foreclose on the home for interest unpaid and no one at Bernstein Family Realty LLC responding to his repeated oral and written demand for payment on his loan. As you can see from his letters attached from Mr. Sahm in the bill section of the attached PDF file he has been trying to get paid by SPALLINA and TED who claim instead to be Bernstein Family Realty LLC trustees for now several months to him, which contradicts your claim and it appears bizarre that you as trustee are not in possession and knowledge of this impending foreclosure and loan on the LLC you manage for the 3 minor children, all this appears furthered by your mismanagement as trustees. The other issues about using these school trust funds to pay living expenses until Spallina was to replenish and replace any funds and then your abandoning them when Spallina refused to repay the trusts seems also careless mismanagement but may also be construed as Willful, Wanton, Reckless, and Grossly Negligent behavior in disregard of law by alleged fiduciaries of the trusts, managers of the LLC and trust and LLC counsel. I am presuming that since you are taking orders from Spallina for unknown reasons in using the children's school trust funds that Tescher and Spallina P.A. authorized that you are also using them as your counsel in these matters, as they have authorized and directed you according to your letters on how to spend and manage

the funds, etc. Since these bills are now coming past due from this month and last month and the refusal to replenish and replace them is causing a CRISIS, if these problems are not rectified instantly by the trustees of the trusts and managers of Bernstein Family Realty LLC, which until an unknown time was Oppenheimer we will have to notify the Courts and criminal authorities of your further involvement in attempting to bleed these funds and leave three minor children without SCHOOL, LIVING EXPENSES and MORE based on your actions and in conjunction with Spallina and Ted Bernstein that are suspect and perhaps criminal.
Please let me know instantly what your intent is.

Thanks, Eliot

Eliot I. Bernstein
Inventor
Iviewit Holdings, Inc. - DL
2753 N.W. 34th St.
Boca Raton, Florida 33434-3459
(561) 245.8588 (o)
(561) 886.7628 (c)
(561) 245-8644 (f)
iviewit@iviewit.tv
http://www.iviewit.tv

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Sept 01-Sept 30

Expense	Vendor	Actual Billed	Amount Paid	Notes
Trust Pays Direct				
Pool	Aquatic Isles	$160.00		**PAST DUE 80**
Electric	FPL	$528.86		
Water	City of Boca	$229.50		
Landscape	CM Landscaping	$80.00		
School Boys Expenses				
Josh	St. Andrews	$2,337.25		
School Boys Expenses				
Jacob	St. Andrews	$2,377.00		
School Boys Expenses				
Danny	St. Andrews	$1,793.95		
Swordfish Lax		$1,100.00		
Josh Jake Israel				
Lacrosse		$8,000.00		Deposits Due / 4k Jake 4k Josh
Josh Jake Israel				
Lacrosse Expenses		$1,000.00		Travel monies
Cell Phone	Verizon	$463.66		
Cable+Phone	Comcast	$317.01		**62.00 PAST DUE**
Homeowners Ins	Massey			WHEN IS THIS DUE?
Providence Health				
Services		$35.00		Jake
Property Taxes				HAVE THESE BEEN PAID?
Taxes				HAVE THESE BEEN PAID?
Blue Cross Health				**OVERDUE DID TRUST NOT PAY LAST**
Insurance		$3,878.16		**MONTH?????? 1939.08**
				Interest on Bernstein Family Realty Home owed since June 03, 2013 and NOT PAID OR RESPONDED TO LOAN HOLDER!!!!! MAY CAUSE FORECLOSURE IF NOT INSTANTLY RECTIFIED BY MANAGER OF LLC MUST BE PAID IN 72 HOURS TO HOLD SPOT SEE EMAIL Josh college recruiting
Walter Sahm		$3,800.00		
National Invitational				
175		$900.00		
Eliot Candice Paid				
Auto Insurance	State Farm	$159.73	$159.73	
Home Supplies		$1,087.47	$1,087.47	
Gas Food Lodging		$3,372.84	$3,372.84	
Home Services	Gizella Housekeeping	$80.00	$80.00	
School Supplies		$197.39	$197.39	School Clothes Supplies new year
Sport Supplies		$140.02	$140.02	
Sports Supplies			$0.00	
SuperCuts		$18.00	$18.00	
Postage		$71.15	$71.15	
Volvo Maintenance		$33.45	$33.45	
Kids Cash/Ent				
Expenses		$197.64	$197.64	
Legal Expenses		$608.51	$608.51	
Total Expenses		**$32,966.59**	**$5,966.20**	
Trust Payments				
Reimbursements			**$5,966.20**	
Balance Bills To Be Paid By Trustee			$27,000.39	

/ 27 41185311150311568825000000

Please request changes on the back.
Notes on the front will not be detected.

The amount enclosed includes the following donation:
FPL Care To Share $ _____

B 3,8 4118 5

AUTO **C0 3408
095885

THE BERNSTEIN FAMILY REALTY
LLC
2753 NW 34TH ST
BOCA RATON FL 33434-3459

Make check payable to FPL in U.S. funds and mail along with this coupon to:

FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001

Account number	Total amount you owe	New charges due by	Amount enclosed
53111-50311	**$528.86**	**Oct 17 2013**	**$**

Your electric statement

Account number: 53111-50311

For: Aug 27 2013 to Sep 26 2013 (30 days)
Customer name: THE BERNSTEIN FAMILY REALTY
Service address: 2753 NW 34TH ST

Statement date: Sep 26 2013
Next meter reading: Oct 25 2013

Amount of your last bill	Payments (-)	Additional activity (+ or -)	Balance before new charges (=)	New charges (+)	Total amount you owe (=)	New charges due by
521.65	521.65 CR	0.00	0.00	528.86	**$528.86**	**Oct 17 2013**

Meter reading - Meter ACD7936

Current reading	20429
Previous reading	- 16087
kWh used	**4342**

Energy usage

	Last Year	This Year
kWh this month	3803	4342
Service days	28	30
kWh per day	136	145

****The electric service amount includes the following charges:**

Customer charge:	$7.24
Fuel:	$147.74
(First 1000 kWh at $0.026330)	
(Over 1000 kWh at $0.036330)	
Non-fuel:	$286.82
(First 1000 kWh at $0.058090)	
(Over 1000 kWh at $0.068440)	

Amount of your last bill		521.65
Payment received - Thank you		521.65CR
Balance before new charges		$0.00
New charges (Rate: RS-1 RESIDENTIAL SERVICE)		
Electric service amount	441.80**	
Storm charge	4.65	
Gross receipts tax	11.45	
Franchise charge	26.56	
Utility tax	36.58	
Late payment charge	7.82	
Total new charges		$528.86
Total amount you owe		**$528.86**

- Payments received after **October 17, 2013** are considered late; a late payment charge, the greater of $5.00 or 1.5% of your past due balance will apply. Your account may also be billed a deposit adjustment.
- Make saving energy and money your "pet project" and save up to $250 a year. We can help you change the current way you use energy and make your bill even lower at: FPL.com/PetProject.

MS 9-30-13
Ticket # 5 days
0541
3 days

Please have your account number ready when contacting FPL.

Customer service:	(561) 994-8227
Outside Florida:	1-800-226-3545
To report power outages:	1-800-4OUTAGE (468-8243)
Hearing/speech impaired:	711 (Relay Service)
Online at:	**www.FPL.com**

9/22/13

Dear Clint and Candy (Candace),

As we discussed on Friday evening, my calling you makes me very uncomfortable. This situation would never have transpired had Si not passed away.

You confirm that he paid the first Renewal interest as of June 2012. The hand-written letter to Ted is self-explanatory. I forwarded the enclosed to him in early June, 2013. He told me he would refer everything to Spallina (Tescher (Sp?)). We've heard nothing. Our attorney, John Cappeller, has left two phone messages of inquiry asking in essence, what they are doing to honor this mortgage terms. Apparently Nothing!

For your edification, I've instructed Mr Cappeller to take no action, @ this time until we see if there is any movement on their part to honor the mortgage terms. What is a shame is that your mom put $ 90,000+ of renovations into your home & now this insane greed & intra-familial in-fighting is occurring. I feel very badly for you both & for your family. Simply Shirley would be mortified.

Eventually, I'll have to take some action; however, it won't happen until I've given you a "heads-up" before doing so. I hope you get your problems legally resolved. What a bitch you're going through!

Best regards & wishes,
Walt Flahm for Pat Saba
as well
(Cell) 561-373-1125
(H) 352-751-2632

6/3/13

Mr. Ted Bernstein, Pres
Life Insurance Concepts, Inc
950 Peninsula Corporate Circle, #3010
Boca Raton, FL 33487

Copy

Dear Ted,

We hope that you, Debra and your family are all doing well and that all of your kids are striving forward in their academic and/or vocational pursuits. Several must be graduated from College by now.

If you'll recall, we spoke one evening before the election re: what I was to do going forward in the protocol to be followed in future mortgage renewals between us (Walt and Pat) and Bernstein Family Realty, LLC.

At that time, you told me that all financial matters are now handled by the attorneys for the Shirley and Simon Bernstein estates. Do I still send the mortgage note renewal to you and, then, you'll send it on to the estate Representative? I'll presume that this is the case.

This is the next-to-last renewal statement that we'll be sending. Next year, if not sooner, we'd like to have the balloon payment plus any accrued interest paid in full. Do you feel that Elliott and Candy will be able to obtain a mortgage if necessary? It was originally Si's stated intention to utilize his and your mother's personal annual exclusions payable to Candy, Elliott and their three children over two years to provide the $110,000 to retire the mortgage balance.

Perhaps you might shed some light on this issue. Are you now the successor "Manager" of the Bernstein Family Realty, LLC? One last request, Ted. Would you have the estate Representative mail us a copy of the current "Proof of Insurance"? Thanks for your attention to this request. Stay healthy!

Best wishes,
Walt
Pat Laws@embargmail.com
[illegible]
(H) 352-751-2632

JC 159

CFN 20120143493
OR BK 25132 PG 1051
RECORDED 04/12/2012 09:21:00
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1051 - 1054; (4pgs)

Prepared by and return to:

John M. Cappeller, Jr.
Cappeller Law
John M. Cappeller, Jr.
350 Camino Gardens Blvd., Suite 303
Boca Raton, FL 33432

AMENDMENT TO MORTGAGE AND PROMISSORY NOTE

This AMENDMENT TO MORTGAGE AND PROMISSORY NOTE (this "Amendment") is entered into effective the 15 day of February, 2012, among **BERNSTEIN FAMILY REALTY, LLC**, a Florida limited liability company, having an address at 950 Peninsula Corporate Circle, Suite 3010, Boca Raton, FL 33487 (the "Mortgagor"), and **WALTER E. SAHM and PATRICIA SAHM**, having an address at 8230 SE 177th Winterthru Loop, The Villages, FL 32162 ("Mortgagee").

WITNESSETH

WHEREAS, Mortgagee granted Mortgagor a purchase money mortgage in the amount of $110,000.00, evidenced by that certain Promissory Note dated June 20, 2008, (the "Promissory Note"); and

WHEREAS, the Promissory Note is secured, inter alia, by that certain Mortgage dated June 20, 2008 from Mortgagor in favor of Mortgagee, recorded on June 26, 2008 in Official Records Book 22723, Page 691, of the Public Records of Palm Beach County, Florida (the "Mortgage"); and

WHEREAS, Mortgagor has asked Mortgagee to extend the term of the Mortgage and the Promissory Note (the "Amendment"); and

WHEREAS, to document the Amendment, Mortgagor is executing and delivering to Mortgagee this Amendment to Mortgage and Promissory Note;

DOCUMENTARY STAMP TAXES AND INTANGIBLE TAXES ON THE ORIGINAL INDEBTEDNESS OF $110,000.00 WERE PAID IN FULL UPON THE RECORDING OF THE MORTGAGE AND SECURITY AGREEMENT DATED JUNE 20, 2008 AND RECORDED ON JUNE 26, 2008 IN OFFICIAL RECORDS BOOK 22723 PAGE 691, IN THE PUBLIC RECORDS OF PALM BEACH, FLORIDA.

6/3/13

_____, Representative Copy

Bernstein Family Realty, LLC
950 Peninsula Corporate Circle, # 3010
Boca Raton, Fl 33487

RE: Second Anniversary of Mortgage and Promissory Note Amendment on Residence at 2253 N.W. 34th St., Boca Raton, FL Effective June 19, 2014.

Dear Sirs

Referencing the amendment to the original note, we offer the (3) options:

1.) ☐ Pay the Loan balance of $110,000 + (1) one year's interest ($110,000 X .035 = $3850 = $113,850);

2.) ☐ Pay the interest due for this renewal year only ($110,000 X .035) = $3850.

3.) ☐ Pay no (zero) interest on principal this year and allow the interest to accrue and compound until the final balloon payment is due: June 19, 2014.

If you wish to pay the balloon plus interest prematurely, I'll direct our attorney, John Cappeller, who prepared the mortgage amendment, to draw up a "Satisfaction of Mortgage" document. Would you please check the box that represents the option that you are currently choosing, sign it and return a copy to us in the enclosed, self-addressed, stamped envelope? Please print your name clearly under your signature.

Thank you,

X _____ Mortgagee
Walter E. Sahm, Jr

X _____ Mortgagee
Patricia A. Sahm

X _____ Representative
_____ Print Name
Bernstein Family Realty, LLC

SAINT ANDREW'S SCHOOL

3900 JOG ROAD
BOCA RATON, FLORIDA 33434
(561) 210-2030

9/6/2013

Page 1

Daniel E. Bernstein

ACCOUNT OF:

Mrs. Candice Bernstein
2753 NW 34th St
Boca Raton, FL 33434-3459

11983 fifth

AMOUNT DUE	$1793.95
AMOUNT ENCLOSED	

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR REMITTANCE

DATE	TYPE	REFERENCE	CHARGE	CREDIT
		Daniel E. Bernstein		
		Balance Forward 8/1/2013	$1716.00	
8/16/2013	Payment	Check 25321		$1716.00
8/25/2013	Charge	Tuition Saint Andrew's Special	$1716.00	
8/31/2013	Charge	Bookstore Charges	$77.95	
		Subtotal - Daniel E. Bernstein	**$1793.95**	

STATEMENT

Current	31-60	61-90	over 90	TOTAL
$ 1793.95	$ 0.00	$ 0.00	$ 0.00	$ 1793.95

ALL OUTSTANDING BALANCES ARE DUE UPON RECEIPT. PAYMENTS MUST BE RECEIVED NO LATER THAN 10/5/13. PAST DUE BALANCES AT THAT TIME WILL BE SUBJECT TO LATE CHARGES AT THE RATE OF 1½% MONTHLY.

SAINT ANDREW'S SCHOOL

3900 JOG ROAD
BOCA RATON, FLORIDA 33434
(561) 210-2030

9/6/2013

Jacob N. Bernstein

ACCOUNT OF:

Mrs. Candice Bernstein
2753 NW 34th St
Boca Raton, FL 33434-3459

11987 ninth

AMOUNT DUE	$2377.00
AMOUNT ENCLOSED	

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR REMITTANCE

DATE	TYPE	REFERENCE	CHARGE	CREDIT
		Jacob N. Bernstein		
		Balance Forward 8/1/2013	$2099.00	
8/16/2013	Payment	Check 25320		$2099.00
8/25/2013	Charge	Tuition Saint Andrew's Special	$2099.00	
8/31/2013	Charge	Bookstore Charges	$278.00	
		Subtotal - Jacob N. Bernstein	**$2377.00**	

STATEMENT

Current	31-60	61-90	over 90	TOTAL
$ 2377.00	$ 0.00	$ 0.00	$ 0.00	$ 2377.00

ALL OUTSTANDING BALANCES ARE DUE UPON RECEIPT. PAYMENTS MUST BE RECEIVED NO LATER THAN 10/5/13.
PAST DUE BALANCES AT THAT TIME WILL BE SUBJECT TO LATE CHARGES AT THE RATE OF 1½% MONTHLY.

SAINT ANDREW'S SCHOOL

3900 JOG ROAD
BOCA RATON, FLORIDA 33434
(561) 210-2030

9/6/2013

Page 1

Joshua E. Bernstein

ACCOUNT OF:

Mrs. Candice Bernstein
2753 NW 34th St
Boca Raton, FL 33434-3459

11988 eleventh

AMOUNT DUE	$2337.25
AMOUNT ENCLOSED	

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR REMITTANCE

DATE	TYPE	REFERENCE	CHARGE	CREDIT
		Joshua E. Bernstein		
		Balance Forward 8/1/2013	$2099.00	
8/16/2013	Payment	Check 25319		$2099.00
8/25/2013	Charge	Tuition Saint Andrew's Special	$2099.00	
8/31/2013	Charge	Bookstore Charges	$238.25	
		Subtotal - Joshua E. Bernstein	**$2337.25**	

STATEMENT

Current	31-60	61-90	over 90	TOTAL
$ 2337.25	$ 0.00	$ 0.00	$ 0.00	$ 2337.25

ALL OUTSTANDING BALANCES ARE DUE UPON RECEIPT. PAYMENTS MUST BE RECEIVED NO LATER THAN 10/5/13. PAST DUE BALANCES AT THAT TIME WILL BE SUBJECT TO LATE CHARGES AT THE RATE OF 1½% MONTHLY.

Shalom Mrs. Bernstein,

It was wonderful to connect, I am excited by your enthusiasm for this opportunity and I know it will be transformative and enriching for your boys in many ways.

Attached is an official letter and detailed look at the trip. I am confident that your sons will flourish in this experience where we will integrate top level lacrosse, service learning, and Jewish education.

Please send in the $500 deposits each to the New York Office, the address is on the letter. Thank you and feel free to call me for any reason, I look forward to coaching your sons.

Sincerely,

Noah

Shalom Aleichem,

Noah Miller, MS
Program Development Director
Israel Lacrosse Association

$ 500 FOR JOSH DEPOSIT

$ 500 FOR JAKE DEPOSIT

* DUE IMMEDIATELY TO HOLD SPOTS

BALANCE

$ 3500.00 FOR JOSH

$ 3500.00 FOR JAKE

MAIL TO ADDRESS IN NY ON LETTER

$500 DEPOSIT FOR JOSH
$500 DEPOSIT FOR JAKE
DUE IMMEDIATELY TO HOLD

$3500 BALANCE FOR JOSH
$3500 BALANCE FOR JAKE

From: Noah Miller [mailto:noah@lacrosse.co.il]
Sent: Thursday, September 26, 2013 5:13 PM
To: tourcandy@gmail.com
Subject: U-19 Team Israel Information

Shalom Mrs. Bernstein,

It was wonderful to connect, I am excited by your enthusiasm for this opportunity and I know it will be transformative and enriching for your boys in many ways.

Attached is an official letter and detailed look at the trip. I am confident that your sons will flourish in this experience where we will integrate top level lacrosse, service learning, and Jewish education.

Please send in the $500 deposits each to the New York Office, the address is on the letter. Thank you and feel free to call me for any reason, I look forward to coaching your sons.

Sincerely,

Noah

Shalom Aleichem,

Noah Miller, MS
Program Development Director
Israel Lacrosse Association

"Sport has the power to change the world…it has the power to inspire. It has the power to unite people in a way that little else does. It speaks to youth in a language they understand. Sport can create hope where once there was only despair." -Nelson Mandela

Donate Now to Noah Miller's efforts to facilitate social change through the sport of lacrosse.

From: Noah Miller [mailto:noah@lacrosse.co.il]
Sent: Thursday, September 26, 2013 1:51 PM
To: tourcandy@gmail.com
Subject: Fwd: U-19 Team Israel Opportunity

Hello Josh,

My name is Noah Miller and I am the head coach of the Israel Lacrosse U-19 program. You have been recommended to me as a player who would be a great addition to our program. I would like to discuss this opportunity in greater detail, in which you will have the chance to play against two European national teams, tour Israel, and visit Jewish sites in two countries.

Please let me know if you would like to discuss this opportunity. We need to speak ASAP to reserve your spot on the roster. Call me or we can schedule a time to talk.

Sincerely,

Coach Noah Miller

Shalom Aleichem,

Noah Miller, MS
Program Development Director
Israel Lacrosse Association

"Sport has the power to change the world…it has the power to inspire. It has the power to unite people in a way that little else does. It speaks to youth in a language they understand. Sport can create hope where once there was only despair." -Nelson Mandela

Donate Now to Noah Miller's efforts to facilitate social change through the sport of lacrosse.

ISRAEL LACROSSE
לקרוס ישראל

1501 Broadway, 21st Floor, New York, NY 10036
10 Shalom Alechem, #9, Tel Aviv, Israel 63432

Dear Parent,

The Federation of International Lacrosse has encouraged us to compete in several international events as the worldwide lacrosse community prepares for the 2014 Men's World Lacrosse Championships next July in Denver, Colorado.

While our Senior team will be participating in many of these tournaments, the Israel Lacrosse Association will be dispatching our first ever Israel U-19 National Team to compete in an event in Warsaw, Poland this winter. The team, which will be comprised of both Jewish-American and Israeli players, will train for one week at the Wingate Institute for Sport – Israel's Official Olympic training facility in Netanya – before traveling to compete against the Slovakia and Poland men's national lacrosse teams.

During training camp, the team will visit Israeli sites such as Masada, the Dead Sea, Yad Vashem, and the Western Wall. They will teach lacrosse to young Israeli athletes, as well as play as a loaner for either the Jerusalem or Tel Aviv club team. Your son will also receive high-level instruction from players and coaches of the Israel Senior National Team, including Jewish MLL pros such as Jake Deane, Casey Cittadino and Adam Crystal.

We are able to offer a participant package which includes all housing, transportation (including group flight from New York to Warsaw/Tel Aviv), food, apparel (including Israel and club team uniforms, team helmet, gloves, and more), touring, insurance, and intangibles for $4,000 USD. While we understand this is a significant expense, we are in the process of developing several fundraising programs to help alleviate the cost. That being said, we do not receive any government support, and thus the expense for this trip must be 100% self-funded.

I have included a copy of the trip itinerary on the next page. Please note the Israel Lacrosse Association is a 501(c)3 non-profit organization in New York State, and all financial contributions made in support of the Israel U-19 team are tax deductible.

Please do not hesitate to contact me if you have any questions, and let me know if you would like to set up a call to discuss this opportunity further.

Thank you,

Noah Miller
Head Coach
Israel U-19 National Team

Aquatic Isles Pool Service

100 NW 4th Street
Boca Raton, Florida 33432
(561) 367-7946

STATEMENT

10/01/13

ACCT: MM3 BERN V4

CANDICE BERNSTEIN
2753 NW 34TH ST
BOCA RATON FL 33434

Total Due $ 160.00

Amount Paid: $ _____

PLEASE RETURN THIS PORTION WITH PAYMENT

RE : 2753 NW 34 STREET

REFERENCE	CHARGES	CREDITS	BALANCE
PREVIOUS BALANCE	80.00		80.00
October Service Charge	80.00		80.00

CHARGES DUE UPON RECEIPT.

IF YOU HAVE ANY QUESTIONS, PLEASE CALL (561) 367-7946.
WE ACCEPT VISA, MASTERCARD AND AMERICAN EXPRESS

160.00
PLEASE PAY THIS AMOUNT

Thank You

ADP COBRA Services
P.O. Box 2998
Alpharetta, GA 30023-2998

Please read the enclosed letter for requirements relating to remittance of premium payments. This information is critical to your on-going continuation of coverage.
Following is your payment coupon from ADP COBRA Services. This coupon was printed on 09/08/13 for coverage from 10/1/2013 to 10/31/2013.
In order to expedite the processing of your payment, please tear the coupon along the perforation.

Note: If you fail to make a payment for a coverage period before the end of the grace date for that coverage period, you will lose all rights to continuation coverage under the plan. Any letters or coupons you receive after failure to timely pay for any coverage period will not extend your grace date for any payment.

Please send the coupon below with your payment

BENEFITS CONTINUATION COUPON — **Rock-It Cargo USA LLC** - Coupon #1

Payment Due:	10/1/13
Coverage Period:	10/1/13 - 10/31/13
Grace Date:	10/31/13

Amt Due	**Plan**
$143.99	Aetna Dental Plan
$1,795.09	Independence Blue Cross Medical Plan
$1,939.08	Past Due (Due by 10/01/2013)
$3,878.16	**Total Due**

Send correspondence other than payments & coupons to:
ADP COBRA Services
P.O. Box 2998
Alpharetta, GA 30023-2998

BL-18175353
Candice Bernstein
2753 NW 34TH STREET
BOCA RATON, FL 33434

Send Payment with Coupon to:

ADP COBRA SERVICES
P.O. BOX 7247-0367
PHILADELPHIA, PA 19170-0367

1201310310002147918175353003878160000514204

Janet,

Please send $1100 for travel lacrosse teams to RJ Dawson at address below.

South Florida Swordfish
18422 Spanish Isles Place
Boca Raton, FL 33496

Candice,

For Danny and Josh, it will be $1000.

I know that Jake is limited, and I am not sure if he wants a uniform. If he wants the "gear", it will be $1100 total

The address is:

South Florida Swordfish
18422 Spanish Isles Place
Boca Raton, FL 33496

Thanks,

RJ

Comcast

Account Number	01638 567818-02-7
Billing Date	09/09/13
Unpaid Balance	**$116.94 - Due Now**
New Charges	$239.27 - Due 10/01/13
Total Amount Due	$356.21

Contact us: www.comcast.com 1-561-COMCAST

LLC BERNSTEIN

For service at:
2753 NW 34TH ST
BOCA RATON FL 33434-3459

News from Comcast

Our records show that we have not received payment for last month's Comcast service(s). The amount past due is listed as Unpaid Balance. To avoid a possible loss of service, please pay this bill immediately. If you have already paid your previous balance, please disregard this notice and pay the New Charges on your statement. Thank you.

Sign up now to go paperless with Comcast Ecobill, an environmentally friendly way to view and pay your bill online Check out Comcast.com/ecobill for more information today.

Buenas noticias, a partir del 23 de julio podrás recibir tu factura en español. Solo tienes que llamar para pedir este cambio al 1-800-COMCAST (266-2278).
Good news, starting July 23 your bill will be available in Spanish. You just need to call 1-800-COMCAST (266-2278) to request this change.

Previous Balance	116.94
Payments - received by 09/09/13	0.00
Unpaid Balance - Due Now	**116.94**
New Charges - Due by10/01/13 *see below for more information*	239.27
Total Amount Due	**$356.21**

XFINITY Bundled Services	159.99
Additional XFINITY TV Services	50.76
Additional XFINITY Voice Services	8.14
Taxes, Surcharges & Fees	20.38
Total New Charges	$239.27

009732 1/2

pd 9-26-13 +54.69 pd.
AUG - -116.94 due
BAL: 62.25
TOTAL = 317.01

1 6

Detach and enclose this coupon with your payment. Please write your account number on your check or money order. Do not send cash.

Comcast

7201 N FEDERAL HWY
BOCA RATON FL 33487

AV 01 009732 41166B 27 A**5DGT
LLC BERNSTEIN
2753 NW 34TH ST
BOCA RATON FL 33434-3459

Account Number	**01638 567818-02-7**
Payment Due by	**Due Now**
Total Amount Due	**$356.21**
Amount Enclosed	**$** _____

Make checks payable to Comcast

COMCAST
PO BOX 105184
ATLANTA GA 30348-5184

01638 567818 02 7 3 0035621 10

verizonwireless

PO BOX 4005
ACWORTH, GA 30101–9006

Manage Your Account & View Your Usage Details	Account Number	Date Due
My Verizon at www.verizonwireless.com	470547806–00002	Past Due
Address Changed? – go to vzw.com/changeaddress	Invoice Number	1225514108

200051135 02 MB 0.402 **AUTO T2 0 4520 33434-345953 1 E NCNV2004

[redacted]
2753 NW 34TH ST
BOCA RATON, FL 33434-3459

Quick Bill Summary

Aug 21 – Sep 20

Previous Balance *(see back for details)*	$500.92
No Payment Received	$.00
Balance Forward Due Immediately	**$500.92**
Account Charges and Credits	
Includes Late Fee of $7.51	$7.51
Monthly Charges	$413.07
Usage and Purchase Charges	$.20
Verizon Wireless' Surcharges and Other Charges & Credits	$10.80
Taxes, Governmental Surcharges & Fees	$32.08
Total Current Charges Due by October 15, 2013	**$463.66**

REC'D 9-26-13

Total Amount Due ~~$964.58~~

Introducing VERIZON EDGE
Discover the newest way to upgrade. Get the phone you want, when you want it. No down payment. No finance charges or upgrade fees. Visit go.vzw.com/edgeinfo for details.

Our records indicate your account is past due. Please send payment now to avoid service disruption.

Pay from Wireless	Pay on the Web	Questions:
#PMT (#768)	My Verizon at www.verizonwireless.com	1.800.922.0204 or *611 from your wireless

VW

verizonwireless

Bill Date	September 20, 2013
Account Number	470547806–00002
Invoice Number	1225514108

[redacted]
2753 NW 34TH ST
BOCA RATON, FL 33434–3459

Total Amount Due

Make check payable to Verizon Wireless.
Please return this remit slip with payment.

$964.58

$☐☐☐.☐☐

PO BOX 660108
DALLAS, TX 75266–0108

☐ Check here and fill out the back of this slip if your billing address has changed or you are adding or changing your email address.

12255141080104705478060000200004636600000964580

NOTICE: Bank account and routing numbers will be retained to enable future payments by phone or online. To opt out, call 1–866–544–0401.

City of Boca Raton

UTILITIES PROCESSING CENTER
P.O. Box 660927
Dallas, TX 75266-0927

FINANCIAL SERVICES DEPARTMENT

Account Statement

WATER BILL
For Inquiries Call: (561) 393-7750
201 W. Palmetto Park Road
8:00 A.M. - 4:45 P.M. Monday-Friday

ACCOUNT INFORMATION

ACCOUNT:	144235-6496
SERVICE ADDRESS:	2753 NW 34 ST
BILLING DATE:	9/24/13

PREVIOUS BALANCE	.00
TOTAL CURRENT CHARGES	229.50
TOTAL AMOUNT DUE	229.50

Balance is due when rendered. A late fee of $15.00 is charged on payments not received within 30 days of billing date.

AUTO5-DIGIT 33434 6 P5S B3019AA24-A-1
1202 1 AV 0.360

FAMILY REAL ESTATE BERNSTEIN
2753 NW 34TH ST
BOCA RATON FL 33434-3459

BI06920

DETAIL INFORMATION

CYCLE/ROUTE : 70/02 RATE CLASS : SINGLE FAMILY
Last payment amount/date: 274.89 8/14/13

	Service Period		Days	Meter Number	Units	Current	Previous
WA	7/23/13	9/19/13	58	093459693	TNGL	238797	231869

Service		Consumption	Charge	Total
WA	CUSTOMER CHARGE		5.76	
WA	CAPACITY CHARGE		19.77	
WA	COMMODITY CHARGE	69.28	108.36	133.91
SW	SEWER CHARGE		43.07	43.07
GB	CURBSIDE COLLECTION		33.00	33.00
ST	STORMWATER-SINGL/FAM		6.13	6.13
	UTILITY TAX		13.39	13.39

Payment Coupon

PLEASE FOLD ON PERFORATION BEFORE TEARING - RETURN BOTTOM PORTION WITH YOUR PAYMENT
MAKE CHECKS PAYABLE TO THE CITY OF BOCA RATON

ACCOUNT INFORMATION

ACCOUNT:	**144235-6496**
SERVICE ADDRESS:	2753 NW 34 ST
SERVICE PERIOD:	7/23/13 to 9/19/13
BILLING DATE:	9/24/13

FAMILY REAL ESTATE BERNSTEIN
2753 NW 34TH ST
BOCA RATON FL 33434-3459

INDICATE MAILING ADDRESS CHANGE BELOW:

_____

_____

_____

AMOUNT DUE

TOTAL AMOUNT DUE 229.50

AMOUNT ENCLOSED

ALL PAYMENTS MUST BE MADE IN U.S. FUNDS

Mail Payment To:

CITY OF BOCA RATON
UTILITIES PROCESSING CENTER
PO BOX 660927
DALLAS TX 75266-0927

1 00014423500000649600000229501

00024035002435010100

PROVIDENCE Health & Services

PROVIDENCE MED INST
PO BOX 4717
PALM DESERT CA 92661

THIS IS A BILL

Important Message Date: 09/23/13
Total Balance: $35.00

****PAST DUE****

This is your past due notice. Please make payment immediately. If unable to pay in full, payment options are listed on the reverse side. Balances of $250 or greater may qualify for a prompt pay discount if paid in full online or by phone.

Customer Service

PAY ONLINE: California.Providence.org/paymybill
Phone: 855-809-4953
Hours: MONDAY - FRIDAY: 8:00 AM - 4:30 PM

CANDACE BERNSTEIN
2753 NW 34TH STREET
BOCA RATON, FL 33434

Uninsured patients may qualify for free or reduced cost medical care. Contact us for more information.

Guarantor Account ID: 719785

Date of Service	Description	Charges	Insurance Pmts/Adjs	Patient Pmts/Adjs	Insurance Balance	Patient Balance
ACCT#: 900000437595 **Patient:** Jake Bernstein **Status:** Past Due Balance **Place:** PMI MANHATTAN BEACH **DOS:** 08/04/2013 - 08/04/2013 **Type:** Outpatient						
08/04/13	OFFICE OUTPATIENT NEW LEVEL 3	159.00				
	BCBS CA Adjustments		-56.88			
	BCBS CA Payments		-52.12			
	Total Guarantor Payments			-15.00		
	Totals	**159.00**	**-109.00**	**-15.00**	0.00	**35.00**
	Patient Balance					35.00
				Balance Due		35.00

Total Balance: $35.00

Detach coupon and return with your payment. Include the Guarantor Account ID on the memo line of your check.

Responsible Party
CANDACE BERNSTEIN
Guarantor Account ID: 719785
Due Date: 10/14/13

CURRENT PAYMENT DUE	TOTAL BALANCE	PAYMENT AMOUNT
$35.00	$35.00	

☐ VISA ☐ MasterCard ☐ DISCOVER ☐ AMERICAN EXPRESS

CARD NUMBER | EXP. DATE (REQ)

CARD HOLDER NAME

SIGNATURE

California.Providence.org/paymybill
To Pay By Phone: Call Customer Service
Checks -Make Payable to: **Providence Medical Institute Of LCM**
Check any that apply and complete information on reverse

PROVIDENCE Health & Services

☐ Address Change.

☐ See Reverse For Minimum Payment Amount.
I Want To Pay The Minimum Amount.

REMIT TO:

Providence Medical Institute Of LCM
PO BOX 511370
LOS ANGELES CA 90051-7925

10142013 000719785 0000003500 0

378553 4/13

Eliot Ivan Bernstein

From: Candice Bernstein <tourcandy@gmail.com>
Sent: Friday, October 4, 2013 3:44 PM
To: Eliot I. Bernstein
Subject: Fwd: Congratulations! You Are Invited!

Sent from my iPhone

Begin forwarded message:

From: National Invitational 175 <no-reply@www.natinvite175.com>
Date: October 4, 2013, 11:47:09 AM EDT
To: tourcandy@gmail.com
Subject: Congratulations! You Are Invited!
Reply-To: no-reply@www.natinvite175.com

Eva Shafer (National Invitational 175) sent you a message.

CONGRATULATIONS

We are very pleased to tell you that you have been selected and are being invited to the National Invitational 175 Summer Showcase on July 28 -30th, 2014 being held in upstate NY at the college campus of RPI in Troy, NY. The overall demand for the summer 2014 showcase has been tremendous and we have been very pleased with the interest shown for this lacrosse recruiting showcase.

We believe that the opportunity to showcase your skills in front of many of the top college lacrosse coaches in the country will be a great experience for each player attending and we are excited to be able to offer you this opportunity. This past summer, we had a great coaches' turnout. While we cannot guarantee who will be there this upcoming summer, you can certainly review which coaches attended last summer, listed on our website. Internally, we believe that 2014 will offer an even greater turnout, now that we have established over the past 2 years that we have many of the strongest student athletes in the country seeking to attend this showcase.

Below is a link that will allow you to register and pay to confirm your spot at the showcase. This invitation, however, is NOT open for an infinite or long period of time. As mentioned on our website, you will have 72 hours to go to the website and sign up.

Eliot Ivan Bernstein

From: Candice Bernstein <tourcandy@gmail.com>
Sent: Friday, October 4, 2013 3:42 PM
To: Eliot I. Bernstein
Subject: Fwd: Josh Bernstein

Sent from my iPhone

Begin forwarded message:

> **From:** "Info @natinvite175" <info@natinvite175.com>
> **Date:** October 4, 2013, 2:10:13 PM EDT
> **To:** Candice Bernstein <tourcandy@gmail.com>
> **Subject: Re: Josh Bernstein**
>
> Greetings, as stated in the email, there is a 72 hour window to register and pay.
>
> On Fri, Oct 4, 2013 at 2:07 PM, Candice Bernstein <tourcandy@gmail.com> wrote:
> Hi! Thank you so much for the opportunity! I am eager to reserve this spot for Josh Bernstein, however wanted to be clear when the latest deadline to submit payment is? Is it possible to get at least a week to pay or can you call me?
>
> Thanks! Candice Bernstein 561-886-7627
>
> Sent from my iPhone

After that period, you may forfeit your spot. We sincerely want everyone invited to attend but we cannot hold open a spot, if you are not accepting, within this timeframe. As you can imagine, there are a great many players who genuinely want to attend and are highly skilled, but the decision process resulted in you being selected. It is our hope that you register and sign up in the allotted time period.

Players attending will receive "stuff." We would encourage you to go to that section on the website titled, "What Will Attending Players Receive?" to see what players will receive.

Once again CONGRATULATIONS ON BEING INVITED AND WE LOOK FORWARD TO SEEING YOU THIS SUMMER.

NATIONAL INVITATIONAL 175

Link to register: https://natinvite175.sportngin.com/register/form/540235830

Password: summerlax

Please click on the link above and on the Welcome page, please scroll all the way to the bottom and make sure to log into your NGIN account first. Once you are logged in, there will be a continue button at the bottom of the page. Complete the next registration steps and put in the above password when prompted.

Please be sure to read the website thoroughly and if you have any questions, email us at info@natinvite175.com.

You are receiving this email because you are a registered member of the National Invitational 175 website.

You can access this message online at http://www.natinvite175.com/message/show/246128
To control which emails you receive from National Invitational 175, go to:
http://www.natinvite175.com/account

This email has been sent on behalf of National Invitational 175 by Sport Ngin.

Our mailing address is:
Sport Ngin
1400 Van Buren St Ne Ste 200
Minneapolis, MN 55413

Copyright (C) 2013 Sport Ngin. All rights reserved.

usbank

Close Window

To print this page, use your browser's print command.

Checking

Account ending in 2457

ACCOUNT BALANCE · AVAILABLE BALANCE

[redacted]

CHECK CARD AUTHORIZATIONS [redacted]

Recent Transactions

DATE	CHECK #	DESCRIPTION	DEPOSIT	WITHDRAWAL	ACCOUNT
09/03/13		Visa Purchase (Non-pin) Original Pancakeboca Raton Fl		[redacted]	
09/03/13		Visa Purchase (Non-pin) Original Pancakeboca Raton Fl			
09/03/13		Visa Purchase (Non-pin) 0009 Delray Revodelray Beachfl Atm Fee		$102.37	
09/03/13		[redacted]			
09/03/13		Atm Withdrawal 14775 Lyons Rd Delray Beachflus1		$103.00	
09/03/13		[redacted]			
09/03/13		Purchase With Pin Publix Super Marboca Raton Fl		$37.29	
09/03/13		Visa Purchase (Non-pin) Japango Inc Boca Raton Fl		$76.03	
09/03/13		Visa Purchase (Non-pin) Rotelli Pizza Anboca Raton Fl		$42.38	
09/03/13		Visa Purchase (Non-pin) Myfloridacounty.877-3268689 Fl		$9.32	
[redacted]					
08/30/13		[redacted]		[redacted]	
08/30/13					
08/30/13					
08/30/13					
08/30/13					
08/30/13					
08/30/13					

09/04/13	Boca Raton Fl	$62.89
09/04/13	Visa Purchase (Non-pin) Chipotle 0721 Boca Raton Fl	$20.78

[redacted]

Close Window

[redacted]

usbank.

Close Window

To print this page, use your browser's print command.

Checking

Account ending in 2457

ACCOUNT BALANCE [redacted] AVAILABLE BALANCE [redacted]

CHECK CARD AUTHORIZATIONS [redacted]

Recent Transactions

DATE	CHECK #	DESCRIPTION	DEPOSIT	WITHDRAWAL	ACCOUNT BALANCE
09/10/13		[redacted]			
09/10/13					
09/10/13					
09/09/13					
09/09/13		Visa Purchase (Non-pin) Redbox*dvd Rent866-733-2693il		$1.27	
09/09/13		Visa Purchase (Non-pin) Redbox*dvd Rent866-733-2693il		$6.36	
09/09/13		Visa Purchase (Non-pin) Redbox*dvd Rent866-733-2693il		$3.82	
09/09/13		Visa Purchase (Non-pin) Laspadas Boca Raton Fl		$18.09	
09/09/13		Visa Purchase (Non-pin) Moe's Sw Grill 1boca Raton Fl		$24.22	
09/06/13		Purchase With Pin Publix Super Marboca Raton Fl		$21.27	
09/06/13		Purchase With Pin Publix Super Marboca Raton Fl		$19.36	
09/06/13		Purchase With Pin Whole Foods Markboca Raton Fl		$67.83	
09/06/13		Visa Purchase (Non-pin) Original Pancakeboca Raton Fl		$36.01	
09/06/13		Visa Purchase (Non-pin) P.f. Chang's Chibaca Raton Fl		$60.00	
09/05/13		Visa Purchase (Non-pin) Toojay's West Boboca Raton Fl		$18.97	
09/04/13		Visa Purchase (Non-pin) Redbox*dvd Rent866-733-2693il		$3.82	
09/04/13		Purchase With Pin Publix Super Marboca Raton Fl		$48.79	
		Purchase With Pin Sun Gas Bp			

Close Window

To print this page, use your browser's print command.

Checking

Account ending in 2457

ACCOUNT BALANCE AVAILABLE BALANCE

[redacted]

CHECK CARD AUTHORIZATIONS [redacted]

Recent Transactions

DATE	CHECK #	DESCRIPTION	DEPOSIT	WITHDRAWAL	ACCOUNT BALANCE
09/16/13		Purchase With Pin Costco Whse #034boca Raton, Fl		$267.79	
09/16/13		Purchase With Pin Costco Whse #034boca Raton, Fl		$61.79	
09/16/13		Visa Purchase (Non-pin) Original Pancakeboca Raton Fl		$59.47	
[redacted]					
09/16/13		Cash Back Amount $20.00 Purchase With Pin Publix Super Marboca Raton Fl		$145.26	
09/16/13		Purchase With Pin Publix Super Marboca Raton Fl		$32.16	
09/16/13		Purchase With Pin Publix Super Marboca Raton Fl		$229.12	
[redacted]					
09/16/13		Visa Purchase (Non-pin) Rocco S Taco & Tboca Raton Fl		$81.02	
09/16/13		Visa Purchase (Non-pin) Boca Bagelworks Boca Raton Fl		$9.72	
09/16/13		Visa Purchase (Non-pin) Office Depot #91boca Raton Fl		$47.90	
09/16/13		Visa Purchase (Non-pin) Subway 00boca Raton Fl		$13.78	
[redacted]					
09/13/13		Visa Purchase (Non-pin) Stir Crazy#005 Boca Raton Fl		$32.07	
09/13/13		Purchase With Pin Macy's 757 Boca Raton Fl		$22.26	
09/13/13		Purchase With Pin Macy's 757 Boca Raton Fl		$20.27	
09/13/13		Purchase With Pin Macy's 757 Boca Raton Fl		$62.52	

09/13/13	Visa Purchase (Non-pin) Chevron 00305973boca Raton Fl	$61.45
09/13/13	Visa Purchase (Non-pin) Boca Bagelworks Boca Raton Fl	$20.12
09/12/13	Purchase With Pin	
09/12/13		
09/12/13	Purchase With Pin Office Depot 00 Boca Raton Fl	$77.81
09/12/13	Visa Purchase (Non-pin) Toojay's West Boboca Raton Fl	$24.27
09/12/13	Visa Purchase (Non-pin) Jimmy John's # 2boca Raton Fl	$24.14
09/11/13	Purchase With Pin	
09/11/13	Anthony's Coal Fboca Raton Fl	$67.92
09/10/13	Visa Purchase (Non-pin) Backstage Music 5614774800 Fl	$24.36
09/10/13	Visa Purchase (Non-pin) Chevron 00352703boca Raton Fl	$46.66

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Checking

Account ending in 2457

ACCOUNT BALANCE AVAILABLE BALANCE

[redacted]

CHECK CARD AUTHORIZATIONS [redacted]

Recent Transactions

DATE	CHECK #	DESCRIPTION	DEPOSIT	WITHDRAWAL	ACCOUNT
09/23/13		Purchase With Pin Target T2092 Deerfield Befl		$22.24	[redacted]
09/23/13		Purchase With Pin Lowe's #1069 Boca Raton Fl		$12.19	
09/23/13		Purchase With Pin Target T0638 Boca Raton Fl Your Cash Back Amount $40.00		$123.71	
09/23/13		Visa Purchase (Non-pin) Cannoli Kitchen Boca Raton Fl		$47.19	
09/23/13		Visa Purchase (Non-pin) Paypal *gulnazad402-935-7733ca		$250.00	
09/23/13		Visa Purchase (Non-pin) Deck 84 Delray Beachfl		$88.15	
09/23/13		Visa Purchase (Non-pin) Chipotle 0721 Boca Raton Fl		$21.47	
[redacted]					
09/20/13		Purchase With Pin Publix Super Marboca Raton Fl		$32.36	
09/20/13		[redacted]			
09/20/13					
09/20/13		Visa Purchase (Non-pin) Subway 00boca Raton Fl		$10.60	
09/19/13		Visa Purchase (Non-pin) Toojay's West Boboca Raton Fl		$18.97	
09/19/13		Visa Purchase (Non-pin) Empire Legal Sup954-241-1010fl		$266.85	
09/19/13		Visa Purchase (Non-pin) Apl*apple Itunes866-712-7753ca		$0.99	
09/19/13		Visa Purchase (Non-pin) Myfloridacounty.877-3268689 Fl		$24.84	
09/19/13		Visa Purchase (Non-pin) Fedex 803745843800-4633339 Tn		$33.45	
09/19/13		[redacted]			
09/18/13		Visa Purchase (Non-pin) Anthony's Coal Fboca Raton Fl		$85.34	

09/18/13	Visa Purchase (Non-pin) Jimmy The Greek Boca Raton Fl	$14.20	[redacted]
09/17/13	Electronic Withdrawal State Farm Ro 27	$159.73	
09/17/13	[redacted]		
09/17/13	Visa Purchase (Non-pin) Vcn*15thjudicial866-255-1857fl	$25.00	
09/17/13	Visa Purchase (Non-pin) Vcn*85272 Servic866-255-1857fl	$2.50	
09/17/13	[redacted]		
09/17/13			
09/17/13			
09/16/13	Purchase With Pin Marshalls Marshaboca Raton Fl	$11.10	
09/16/13	Visa Purchase (Non-pin) Mcdonald's F1261boca Raton Fl	$3.38	
09/16/13	Purchase With Pin Costco Gas #0345boca Raton Fl	$36.04	

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Checking

Account ending in 2457

ACCOUNT BALANCE AVAILABLE BALANCE

[redacted]

CHECK CARD AUTHORIZATIONS [redacted]

Recent Transactions

DATE	CHECK #	DESCRIPTION	DEPOSIT	WITHDRAWAL	ACCOUNT BALANCE
09/27/13		Purchase With Pin Publix Super Marboca Raton Fl		$31.46	[redacted]
09/27/13		Visa Purchase (Non-pin) City Fish Marketboca Raton Fl		$144.78	
09/27/13		Visa Purchase (Non-pin) Chipotle 0721 Boca Raton Fl		$21.63	
09/26/13	1631	Check view		$80.00	
[redacted]					
09/26/13		[redacted]			
09/26/13		Purchase With Pin Publix Super Marboca Raton Fl		$24.83	
09/26/13		Visa Purchase (Non-pin) Chevron 00305973boca Raton Fl		$40.20	
09/26/13		Purchase With Pin Whole Foods Markboca Raton Fl		$11.58	
09/26/13		Purchase With Pin Bedbath&beyond# Boca Raton Fl		$156.84	
09/26/13		Visa Purchase (Non-pin) Chipotle 0721 Boca Raton Fl		$14.58	
09/25/13		Visa Purchase (Non-pin) Japango Inc Boca Raton Fl		$98.11	
[redacted]					
09/25/13		Visa Purchase (Non-pin) Pineland Nurserydelray Beachfl		$86.77	
09/25/13		Visa Purchase (Non-pin) Shake Shack Boca Raton Fl		$37.21	
09/24/13		Purchase With Pin [redacted]			
09/24/13		Supercuts Boca Raton Fl		$18.00	
09/23/13		Purchase With Pin Usps 1108560234 Boca Raton Fl		$71.15	
09/23/13		[redacted]			
09/23/13		Purchase With Pin Delray Bp Delray Beachfl		$30.19	
		Visa Purchase (Non-pin)			

09/23/13	Lemongrass Rpp Boca Raton Fl	$160.00
09/23/13	[redacted]	
09/23/13	Visa Purchase (Non-pin) Domino's 5065 561-826-0883fl	$31.69
09/23/13	Visa Purchase (Non-pin) Original Pancakeboca Raton Fl	$43.75
09/23/13	Visa Purchase (Non-pin) Redbox *dvd Rent866-733-2693il	$17.81
09/23/13	Purchase With Pin Publix Super Marboca Raton Fl	$97.97
09/23/13	Purchase With Pin Office Depot 00 Boca Raton Fl	$28.62
09/23/13	Visa Purchase (Non-pin) Jimmy The Greek Boca Raton Fl	$47.01
09/23/13	Visa Purchase (Non-pin) Office Depot #91boca Raton Fl	$115.44
09/23/13	Visa Purchase (Non-pin) Chipotle 1689 Boca Raton Fl	$30.16

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Checking

Account ending in 2457

ACCOUNT BALANCE [redacted] AVAILABLE BALANCE

CHECK CARD AUTHORIZATIONS [redacted]

Recent Transactions

DATE	CHECK #	DESCRIPTION	DEPOSIT	
10/2/13		Lacrosse Monkey		140.02
10/02/13		Purchase With Pin Pin COSTCO		$28.52 (pending) ☑
10/02/13		Purchase With Pin Pin COSTO		$67.71 (pending) ☑
10/02/13		Purchase With Pin Pin PUBLIX		$5.49 (pending) ☑
10/01/13		Purchase With Pin Macy's 757 Boca Raton Fl		$30.73
10/01/13		Visa Purchase (Non-pin) Redbox *dvd Rent866-733-2693il		$3.82
10/01/13	[redacted]			
10/01/13				
10/01/13				
09/30/13		Purchase With Pin Publix Super Marboca Raton Fl		$112.12
09/30/13	[redacted]			
09/30/13				
09/30/13		Visa Purchase (Non-pin) Msft *xbox Livbill.xbox.cowa		$3.99
09/30/13		Purchase With Pin Wal-mart #1589 Delray Beachfl		$51.93
09/30/13		Visa Purchase (Non-pin) Msft *xbox Livbill.xbox.cowa		$3.99
09/30/13		Visa Purchase (Non-pin) Msft *billing Bill.ms.net Wa		$2.99
09/30/13		Visa Purchase (Non-pin) Chipotle 0721 Boca Raton Fl		$6.63
09/30/13	[redacted]	Purchase With Pin Publix Super		$67.06
09/30/13				[redacted]
09/30/13		Visa Purchase (Non-pin) Chevron 00352703boca Raton Fl		$79.99
09/30/13		Purchase With Pin Gamestop		$63.59

09/30/13	#4348 6boca Raton Fl Visa Purchase (Non-pin) Ghost Armor Bocaboca Raton Fl		$26.15
09/30/13	Visa Purchase (Non-pin) Chipotle 0721 Boca Raton Fl		$6.63
09/30/13	Visa Purchase (Non-pin) First Watch #082boca Raton Fl		$18.21
09/30/13	Visa Purchase (Non-pin) Subway 00boca Raton Fl		$7.69
09/30/13	Visa Purchase (Non-pin) Maoz Vegetarian Boca Raton Fl		$27.14
09/27/13 1630	[redacted]		
09/27/13			
09/27/13	Purchase With Pin Publix Super Marboca Raton Fl Your Cash Back Amount $60.00		$120.89
09/27/13	Purchase With Pin Publix Super Marboca Raton Fl Your Cash Back Amount $100.00		$102.65
09/27/13	Purchase With Pin Publix Super Marboca Raton Fl		$30.26

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Robert Spallina

From: Craig, Janet [Janet.Craig@opco.com]
Sent: Friday, September 27, 2013 3:22 PM
To: 'Candice Bernstein (tourcandy@gmail.com)'; 'Eliot Ivan Bernstein (iviewit@gmail.com)'
Cc: Robert Spallina; 'Ted Bernstein (tbernstein@lifeinsuranceconcepts.com)'; Worth, Hunt
Subject: FW: Bernstein bills
Attachments: 20130927 Bills for Oppenheimer.pdf

Candice,

As you are aware, we have sent you all the funds available in the boys' accounts. There is a small reserve in the Bernstein Family Realty account to cover accounting and legal fees.

You will have to get funds for the payment of these bills from another source.

Janet Craig, CTFA
Senior Vice President & Compliance Officer
Oppenheimer Trust Company
18 Columbia Turnpike
Florham Park, NJ 07932
Tel: 973-245-4635
Fax: 973-245-4699
Email: Janet.Craig@opco.com

From: Candice Bernstein [mailto:tourcandy@gmail.com]
Sent: Friday, September 27, 2013 3:12 PM
To: Craig, Janet
Subject: Bernstein bills

Hi Janet- I hope this note finds you well. Please find the attached invoices. I am not sure what is paid and not paid, but these need to be paid. Thanks! Candice

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Simon and Shirley Bernstein Estate
Estate Analysis
As of 10/28/13 (assets diminishing rapidly as a result of EB)

Shirley & Simon ESTATE & TRUST ASSETS/LIABILITIES	ASSET VALUES	EXPENSES LIABILITIES	NAV at 10/28	Assets under Wills Children are Beneficiaries of Persona Property					Grandchildren as Trust Beneficiaries (all other assets of Shirley and Simon Trusts)									
				Ted	Pam	Lisa	Jill	Eliot	Alexandra	Eric	Michael	Molly	Carly	Max	Julia	Josh	Jake	Daniel
JPM - Bernstein LLLP	545,948	-	545,948						54,595	54,595	54,595	54,595	54,595	54,595	54,595	54,595	54,595	54,595
JPM - Simon Estate	67,402	(66,870)	532						53	53	53	53	53	53	53	53	53	53
JPM - Simon Trust	99,000	(33,756)	65,244						6,524	6,524	6,524	6,524	6,524	6,524	6,524	6,524	6,524	6,524
JPM - Shirley Trust	1,515,574	(463,000)	1,052,574						105,257	105,257	105,257	105,257	105,257	105,257	105,257	105,257	105,257	105,257
7020 Lionshead	1,350,000	-	1,350,000						135,000	135,000	135,000	135,000	135,000	135,000	135,000	135,000	135,000	135,000
Note Receivable (Note 1)	365,000	-	365,000						36,500	36,500	36,500	36,500	36,500	36,500	36,500	36,500	36,500	36,500
Jewelry	63,000	-	63,000	12,600	12,600	12,600	12,600	12,600	6,300	6,300	6,300	6,300	6,300	6,300	6,300	6,300	6,300	6,300
Furniture & Furnishings	50,000	-	50,000	10,000	10,000	10,000	10,000	10,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
IRA	17,575	-	17,575						1,758	1,758	1,758	1,758	1,758	1,758	1,758	1,758	1,758	1,758
LIC Shares (33%) (assumes no value)	-	-	-						-	-	-	-	-	-	-	-	-	-
Wells Fargo Loan (7020)	-	(530,000)	(530,000)						(53,000)	(53,000)	(53,000)	(53,000)	(53,000)	(53,000)	(53,000)	(53,000)	(53,000)	(53,000)
TOTAL FOR DISTRIBUTION	**4,073,499**	**(1,093,626)**	**2,979,873**	**22,600**	**22,600**	**22,600**	**22,600**	**22,600**	**297,987**	**297,987**	**297,987**	**297,987**	**297,987**	**297,987**	**297,987**	**297,987**	**297,987**	**297,987**

OUTSIDE OF ESTATE
Insurance 1,600,000 (divided equally among Ted, Pam, Lisa, Jill and Eliot)

Note 1 - requires that Eliot obtain financing on home to pay off loans owed to Walt Sahm (first mortgage) and then Estate (second mortgage) by Bernstein Family Realty. If not, then Estate must foreclose on property to collect on Note.

Robert Spallina

From: Robert Spallina
Sent: Wednesday, October 23, 2013 6:07 PM
To: Ted Bernstein
Cc: 'Craig, Janet'; 'Worth, Hunt'; Donald Tescher; 'Mark Manceri, Esq.'
Subject: RE: Bernstein Children Phones, Internet, Email and School Work Accounts all turned off today.

Ted – as discussed and in the interest of your nephews' welfare, please pay the electric (FPL), water (City of Boca), pool, Comcast, Verizon, medical (Cobra), and alarm monitoring (it was not on the 10/7 list of bills sent to Janet that we went through but the one he sent Monday at 8:50PM to Janet and us - for Your Security Service $74). Until there is a resolution with your brother, this is what should be done to avoid his potential claim that you or I are being punitive/negligent/reckless in administering the trust or estate despite the fact that he has never reached out to either of us directly to pay anything or arranged for his kids trusts to be funded. He continues to make demands of and threaten litigation on Janet and Hunt at Oppenheimer despite their advising him that there are no monies left in the trust or Realty account. I think this is what your parents would have wanted and for now is the moral thing to do. I know that you do not want to set precedent but perhaps this can lead to some sort of resolution with him going forward. I am, however, not optimistic.

Thank you

Robert L. Spallina, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
E-mail: rspallina@tescherspallina.com

If you would like to learn more about TESCHER & SPALLINA, P.A., please visit our website at www.tescherspallina.com

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From: Eliot Ivan Bernstein [mailto:iviewit@iviewit.tv]
Sent: Wednesday, October 23, 2013 3:54 PM
To: Janet Craig, CTFA ~ Senior Vice President & Compliance Officer @ Oppenheimer Trust Company ; Hunt Worth ~ President @ Oppenheimer Trust Company
Cc: Robert Spallina; Ted Bernstein; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA
Subject: Bernstein Children Phones, Internet, Email and School Work Accounts all turned off today.

Janet and Hunt, not sure who is in charge of the bills and billings and who is responsible for the bills and management of Bernstein Family Realty, LLC and who is responsible as Trustee of the trust and the payment of the children's home expenses. All fiduciary responsibilities appear to have been abducted by the trustees and managers and bills are left unpaid and accounts appear not transferred to anyone who is handling them and all of this has put the children at extreme risk and danger. Of course, we still not have complete documentation on any of these entities and what has transpired that are wholly executed documents and therefore have no idea where anything is going. As of today,

Internet, phones, television, school work accounts, etc. have all been shut off for lack of payment on the bill. As you have stopped responding to prior requests as Trustee of the trust and last manager of the LLC regarding these matters, I can only take it that you are refusing to respond to requests made on the children's behalf relating to these entities.

Please have someone from your offices or legal counsel contact me ASAP as to this email and the last two you have not responded to.

Eliot I. Bernstein
Inventor
Iviewit Holdings, Inc. – DL
2753 N.W. 34th St.
Boca Raton, Florida 33434-3459
(561) 245.8588 (o)
(561) 886.7628 (c)
(561) 245-8644 (f)
iviewit@iviewit.tv
http://www.iviewit.tv

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Robert Spallina

From: Jill Iantoni [jilliantoni@gmail.com]
Sent: Wednesday, October 23, 2013 1:04 PM
To: Robert Spallina
Subject: Re: FW: Bernstein - Waivers

Hi,
Not to worry, it's my signature on the document being overnighted to you!
thanks

On Wed, Oct 23, 2013 at 9:46 AM, Robert Spallina <rspallina@tescherspallina.com> wrote:

Please call me

From: Jill Iantoni [mailto:jilliantoni@gmail.com]
Sent: Wednesday, October 23, 2013 10:43 AM
To: Robert Spallina
Cc: Guy Iantoni

Subject: Re: FW: Bernstein - Waivers

It is being notarized and Fed X to you today. thanks

On Wed, Oct 23, 2013 at 9:34 AM, Robert Spallina <rspallina@tescherspallina.com> wrote:

Jill - We have not received your waiver and release. Has it been sent. We have all the others.

From: Guy Iantoni [mailto:guy@GTILife.net]
Sent: Friday, October 18, 2013 11:20 AM
To: Robert Spallina; Jill Iantoni

Subject: RE: FW: Bernstein - Waivers

Yes I have the form

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Friday, October 18, 2013 10:20 AM
To: Guy Iantoni; Jill Iantoni
Subject: RE: FW: Bernstein - Waivers

No problem. Just have them cross out Florida and write in Illinois. You have the form correct?

From: Guy Iantoni [mailto:guy@GTILife.net]
Sent: Friday, October 18, 2013 10:51 AM
To: Jill Iantoni
Cc: Robert Spallina
Subject: RE: FW: Bernstein - Waivers

Robert, is it ok if the notary is in IL not FL as stated on the document? Please advise. Thanks Guy

From: Jill Iantoni [mailto:jilliantoni@gmail.com]
Sent: Friday, October 18, 2013 9:35 AM
To: Guy Iantoni; Jill Iantoni
Subject: Fwd: FW: Bernstein - Waivers

Here is the Fed X number to use. 409441343

---------- Forwarded message ----------
From: **Robert Spallina** <rspallina@tescherspallina.com>
Date: Fri, Oct 11, 2013 at 10:19 AM
Subject: FW: Bernstein - Waivers
To: Pamela Beth Simon <psimon@stpcorp.com>, Lisa <lisa.friedstein@gmail.com>, Ted Bernstein <tbernstein@lifeinsuranceconcepts.com>, Jill Iantoni <jilliantoni@gmail.com>
Cc: Donald Tescher <dtescher@tescherspallina.com>, "Mark Manceri, Esq." <mrmlaw@comcast.net>

Pursuant to our conversation, attached are the Waivers for your mother's estate which require notarization. Please execute in front of a notary ASAP and send them to our office at the address below. Please contact me with any questions.

Thank you,

Robert L. Spallina, Esq.

TESCHER & SPALLINA, P.A.

4855 Technology Way, Suite 720

Boca Raton, Florida 33431

Telephone: 561-997-7008

Facsimile: 561-997-7308

E-mail: rspallina@tescherspallina.com

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From: Kimberly Moran
Sent: Friday, October 11, 2013 10:28 AM
To: Robert Spallina
Subject: Bernstein - Waivers

Kimberly Moran, Legal Assistant

Tescher & Spallina, P.A.

4855 Technology Way, Suite 720

Boca Raton, FL 33431

Tel: (561) 997-7008

Fax: (561) 997-7308

Robert Spallina

From: Ted Bernstein [tbernstein@lifeinsuranceconcepts.com]
Sent: Thursday, October 17, 2013 9:48 AM
To: 'Craig, Janet'; Robert Spallina
Subject: RE: Bernstein School Bills

Thanks Janet, that was my assumption, that they would not speak with you, or any of us, about the invoices. That will likely change once they realize they are not getting tuition without facilitating any possibility of us doing so.

Take care,

Ted

From: Craig, Janet [mailto:Janet.Craig@opco.com]
Sent: Wednesday, October 16, 2013 12:20 PM
To: Ted Bernstein; 'Robert Spallina (rspallina@tescherspallina.com)'
Subject: RE: Bernstein School Bills

Hi Ted,

We had the name/address changed on the invoices third quarter of last year when we took over the payment of bills. If I remember correctly we started paying the school bills prior to paying the household expenses.

I have not been in contact with Eliot since my last email to him and I do not intend to respond to any further requests. I have not been in contact with the school as they would not take direction from to change the billing address. That request would have to come from whomever is paying the bills going forward. They have not called me about the late payment, though I believe they have my phone number.

Please let me know if I can be of assistance in any way.

Janet Craig
973-245-4635

From: Ted Bernstein [mailto:tbernstein@lifeinsuranceconcepts.com]
Sent: Wednesday, October 16, 2013 11:24 AM
To: Craig, Janet; 'Robert Spallina (rspallina@tescherspallina.com)'
Subject: RE: Bernstein School Bills

Thank you Janet.

On the invoice, the account name is in the name of Oppenheimer. Has it always been that way or is this something new and if so, can I assume that either Eliot or Candice instructed the school to put your name there? Please advise.

Also, are you going to respond to Eliot or the school? I am not suggesting you do, only verifying that you do not intend to respond to these types of requests any longer, per your last email to Eliot.

Sincerely,

Ted

From: Craig, Janet [mailto:Janet.Craig@opco.com]
Sent: Wednesday, October 16, 2013 11:14 AM
To: 'Robert Spallina (rspallina@tescherspallina.com)'; Ted Bernstein
Subject: Bernstein School Bills

The attached school bills arrived yesterday for Daniel, Jake and Josh.

Janet Craig, CTFA
Senior Vice President & Compliance Officer
Oppenheimer Trust Company
18 Columbia Turnpike
Florham Park, NJ 07932
Tel: 973-245-4635
Fax: 973-245-4699
Email: Janet.Craig@opco.com

This communication and any attached files may contain information that is confidential or privileged. If this communication has been received in error, please delete or destroy it immediately. Please go to www.opco.com/EmailDisclosures
This communication and any attached files may contain information that is confidential or privileged. If this communication has been received in error, please delete or destroy it immediately. Please go to www.opco.com/EmailDisclosures

Tower Hill® Insurance

Preferred Risk Flood Insurance Quote

Date	Type	Tracking Number	EffectiveDate	Expiration Date	Waiting Period
01/25/2013	New	0000127386	02/24/2013	02/24/2014	Standard 30 Day Wait

PropertyAddress
2753 NW 34TH ST
BOCA RATON, FL 33434-3459

Insured Name(s)
BERNSTEIN FAMILY REALTY LLC

Mailing Address and Phone
2753 NW 34TH ST
BOCA RATON, FL 33434-3459

Home Phone:
Work Phone:
Cell Phone:
Email:

Agency Name, Address, and Phone
MASSEY CLARK FISCHER INC
400 EXECUTIVE CENTER DR STE 205
WEST PALM BEACH, FL 33401-2922
Phone Number: (561) 478-1600
Producer Code: FL0966
Email: info@masseyclarkfischer.com

Flood Zone and Community Information
CommunityName: BOCA RATON, CITY OF
Current Flood Zone: B
Community Number: 120195
Map Panel Suffix: C
Map Panel: 0005
FIRM Date: 08/01/1978
Program Status: Active and participating
County: PALM BEACH

Occupancy Information
Occupancy Type: Single Family

Foundation Information
Foundation: Slab on Grade

Risk Rating Method: *PRP*
Post-FIRM: No
Pre-FIRM, Rated As Post-FIRM: No

Coverage/Rate Information

Deductible: $1,000 / $1,000

Premium Information

** Quote Only, Not An Application * Quote Only, Not An Application **

Coverage	Premium
$100000 / $40000	$310
$125000 / $50000	$332
$150000 / $60000	$354
$200000 / $80000	$388
$250000 / $100000	**$412**

** Quote Only, Not An Application * Quote Only, Not An Application **

Massey, Clark, Fischer, Inc.
400 Executive Ctr Dr, Ste 205
West Palm Beach, FL 33401
Phone : 561-478-1660 Fax : 561-478-6876

INVOICE# 20224 Page 1

ACCOUNT NO.	OP	DATE
BERNFAM	LF	01/31/13

POLICY INFORMATION

COMPANY
Lexington Insurance Company

PRODUCER
Eric J. Fischer, CLU

EFFECTIVE	EXPIRATION	BALANCE DUE ON
01/31/13	01/31/13	01/31/13

Bernstein Family Realty LLC
2753 N.W. 34th Street

Itm #	Eff Date	Trn	Description		Amount
214125	01/31/13	NEW	Homeowners Policy	$	7,673.00
214126	01/31/13	CFE	Company fee	$	714.79
			Invoice Balance:	$	8,387.79

Please make check payable to Massey, Clark, Fischer, Inc.

4124141241

Craig, Janet

From: Lynne Freedman <lynne@masseyclarkfischer.com>
Sent: Thursday, January 31, 2013 2:30 PM
To: 'Eliot Ivan Bernstein'
Cc: Craig, Janet; Judi Harden
Subject: RE: Application & Invoice for Lexington Homeowners Policy & Tower Hill Preferred Flood Insurance Proposal

The policy cannot be paid quarterly. We need the full annual premium. Whoever has an insurable interest in Bernstein Family Realty LLC should sign the application.

To expedite matters, you can complete and sign the application and return it to me today via e-mail with a copy of your check made payable to Massey, Clark, Fischer Inc. for $8,387.79 but make sure you put the check in the mail to us.

Please let me know if you have any further questions.

Thank you.

Please note we are a FULL SERVICE Agency and we can provide Life, Health, Disability, Long Term Care, Bonds, Auto, Home, Flood, complete Business Insurance coverages including Property/Liability/Auto/Workers Compensation, 401(k) Retirement Plans and Employee Group Health/Dental/Life. Please let us know if we can show you any of these other plans we offer.

Lynne Freedman
Marketing

Massey,Clark, Fischer, Inc.
Insurance & Financial Services
Since 1958

Phone: (561) 478-1660
Direct Phone: (561) 296-3761
Direct Fax: (561) 296-5210
Email: lynne@masseyclarkfischer.com
Address: 400 Executive Center Drive., Ste. 205
West Palm Beach, FL 33401

Visit our virtual insurance office at www.masseyclarkfischer.com.

From: Eliot Ivan Bernstein [mailto:iviewit@iviewit.tv]
Sent: Thursday, January 31, 2013 2:08 PM
To: 'Lynne Freedman'
Subject: RE: Application & Invoice for Lexington Homeowners Policy & Tower Hill Preferred Flood Insurance Proposal

Janet, who should fill this out and sign? We should put a deposit down and pay quarterly on this so we can get it in force today or tomorrow if possible due to potential liabilities. eb

From: Lynne Freedman [mailto:lynne@masseyclarkfischer.com]
Sent: Thursday, January 31, 2013 1:28 PM

To: iviewit@iviewit.tv
Cc: janet.craig@apco.com; Judi Harden
Subject: Application & Invoice for Lexington Homeowners Policy & Tower Hill Preferred Flood Insurance Proposal

Hi Eliot!

Please read, complete, sign and return pages 2, 3, 4, 5, 6, 7, 8, and 9 of the attached application where indicated along with a check made payable to Massey, Clark, Fischer Inc. for $8,387.79. Once I receive all, I will request that you coverage be bound.

Also attached is a Tower Hill Preferred Flood Insurance Proposal. I will need a check made payable to Tower Hill Preferred Insurance Company for $412. Your coverage would take effect after a 30 day waiting period from the time we receive your check as per the FEMA guidelines.

Should you have any questions, I will be in the office for the rest of today and will return on Tuesday, Feb. 5th.

Thank you.

Please note we are a FULL SERVICE Agency and we can provide Life, Health, Disability, Long Term Care, Bonds, Auto, Home, Flood, complete Business Insurance coverages including Property/Liability/Auto/Workers Compensation, 401(k) Retirement Plans and Employee Group Health/Dental/Life. Please let us know if we can show you any of these other plans we offer.

Lynne Freedman
Marketing

Massey,Clark, Fischer, Inc.
Insurance & Financial Services
Since 1958

Phone: (561) 478-1660
Direct Phone: (561) 296-3761
Direct Fax: (561) 296-5210
Email: lynne@masseyclarkfischer.com
Address: 400 Executive Center Drive., Ste. 205
West Palm Beach, FL 33401

Visit our virtual insurance office at www.masseyclarkfischer.com.

For the Account of: *BERNSTEIN FAMILY REALTY LLC CUSTODY ACCOUNT*
OPPENHEIMER TRUST COMPANY, CUSTODIAN

Account Number: *65 00 0919 3 03*

Report Date: *10/15/2013 11:31 AM*
Previous Close Date: *10/14/2013*
Period: *2/1/2013 to 2/1/2013*

Transaction History

* Indicates changed from beginning of day

Description Block	Posting Date	CUSIP #	Shares/Par Change	Income Cash	Principal Cash	Investment Cost Basis	Inventory
DISTRIBUTIONS							
MASSEY, CLARK, FISCHER INC. NEW HOMEOWNER'S INSURANCE POLICY PER INVOICE DATED 1/31/13 CHECK NUMBER 23998	02/01/2013		0.0000	0.00	-8,387.79	0.00	0.00
TOWER HILL PREFERRED INSURANCE COMPANY NEW FLOOD IINSURANCE POLICY PER INVOICE DATED 1/25/13 CHECK NUMBER 23999	02/01/2013		0.0000	0.00	-412.00	0.00	0.00
TOTAL DISTRIBUTIONS			0.0000	0.00	-8,799.79	0.00	0.00
ASSET INCREASES							
PURCHASE ADVANTAGE BANK DEPOSIT	02/01/2013	00758Z908	6,000.0000	0.00	-6,000.00	6,000.00	6,000.00
TOTAL ASSET INCREASES			6,000.0000	0.00	-6,000.00	6,000.00	6,000.00
ASSET DECREASES							
REDEEM ADVANTAGE BANK DEPOSIT	02/01/2013	00758Z908	-8,799.7900	0.00	8,799.79	-8,799.79	-8,799.79
TOTAL ASSET DECREASES			-8,799.7900	0.00	8,799.79	-8,799.79	-8,799.79
			-2,799.7900	0.00	-6,000.00	-2,799.79	-2,799.79

TS006955

Robert Spallina

From: Craig, Janet [Janet.Craig@opco.com]
Sent: Wednesday, October 16, 2013 12:58 PM
To: Robert Spallina
Subject: RE: Bernstein School Bills
Attachments: Bernstein Family Realty Ins.pdf

Yes... and I think the check went out yesterday.

I was just writing you an email. For the check to Walter Sahm. Did you want me to send it directly to Cappeller's office or send it to you first?

I've attached the information I had in the file regarding the Homeowner's and Flood insurance. I also included a sheet with transactions showing that they were paid. That's the best I could come up with.

Janet Craig
973-245-4635

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Wednesday, October 16, 2013 12:30 PM
To: Craig, Janet
Subject: RE: Bernstein School Bills

Thank you Janet. Did you receive our bill for payment?

From: Craig, Janet [mailto:Janet.Craig@opco.com]
Sent: Wednesday, October 16, 2013 12:20 PM
To: 'Ted Bernstein'; Robert Spallina
Subject: RE: Bernstein School Bills

Hi Ted,

We had the name/address changed on the invoices third quarter of last year when we took over the payment of bills. If I remember correctly we started paying the school bills prior to paying the household expenses.

I have not been in contact with Eliot since my last email to him and I do not intend to respond to any further requests. I have not been in contact with the school as they would not take direction from to change the billing address. That request would have to come from whomever is paying the bills going forward. They have not called me about the late payment, though I believe they have my phone number.

Please let me know if I can be of assistance in any way.

Janet Craig
973-245-4635

From: Ted Bernstein [mailto:tbernstein@lifeinsuranceconcepts.com]
Sent: Wednesday, October 16, 2013 11:24 AM
To: Craig, Janet; 'Robert Spallina (rspallina@tescherspallina.com)'
Subject: RE: Bernstein School Bills

Thank you Janet.

On the invoice, the account name is in the name of Oppenheimer. Has it always been that way or is this something new and if so, can I assume that either Eliot or Candice instructed the school to put your name there? Please advise.

Also, are you going to respond to Eliot or the school? I am not suggesting you do, only verifying that you do not intend to respond to these types of requests any longer, per your last email to Eliot.

Sincerely,

Ted

From: Craig, Janet [mailto:Janet.Craig@opco.com]
Sent: Wednesday, October 16, 2013 11:14 AM
To: 'Robert Spallina (rspallina@tescherspallina.com)'; Ted Bernstein
Subject: Bernstein School Bills

The attached school bills arrived yesterday for Daniel, Jake and Josh.

Janet Craig, CTFA
Senior Vice President & Compliance Officer
Oppenheimer Trust Company
18 Columbia Turnpike
Florham Park, NJ 07932
Tel: 973-245-4635
Fax: 973-245-4699
Email: Janet.Craig@opco.com

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Mark R. Manceri, P.A.

ATTORNEY AND COUNSELOR AT LAW
2929 EAST COMMERCIAL BOULEVARD - SUITE 702
FORT LAUDERDALE, FLORIDA 33308

MARK R. MANCERI

FLORIDA BAR BOARD CERTIFIED
WILLS, TRUSTS AND ESTATES

WEB SITE: WWW.ESTATEPROBATELITIGATION.COM

TELEPHONE (954) 491-7099
FACSIMILE (954) 771-0545

October 15, 2013

Donald R. Tescher, Esq.
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431

Re: Estate of Shirley Bernstein/Eliot Bernstein v. Tescher, et. al.
Case No.: 50211CP000653XXXXSB

Dear Don:

Enclosed are two (2) invoices dated October 10, 2013 from Advantage Messenger & Process. Please remit payment in the total amount of $120.00 directly to Advantage Messenger & Process.

Should you have any questions, concerns or comments regarding the foregoing, please do not hesitate to contact me.

Yours truly,

Mark R. Manceri, Esq.

MRM/mmp
Enclosures

Advantage Messenger & Process
7378 W Atlantic Blvd
Ste 113
Margate, FL 33063
Phone: (954) 818-6555
Fax: (954) 597-6850

INVOICE

Invoice #AMV-2013003459
10/10/2013

Mark Manceri
Mark R Manceri, PA
2929 E Commercial Blvd
Ste 702
Ft Lauderdale, FL 33308

Case Number: Palm Beach 502011CP000653XXXXSB

Plaintiff:
Eliot Ivan Bernstein, Pro Se

Defendant:
Tescher & Spallina, P.A., (and all parties associates and of counsel); Robert L. Spallina; et al

Received: 10/3/2013 Served: 10/10/2013 8:42 am SUBSTITUTE - RESIDENTIAL
To be served on: Eliot Ivan Bernstein

ITEMIZED LISTING

Line Item	Quantity	Price	Amount
Service Fee (Local)	1.00	40.00	40.00
TOTAL CHARGED:			$40.00
BALANCE DUE:			**$40.00**

Please Include The Last 4 Digits Of The Invoice Number On Payment.
WE NOW ACCEPT CREDIT CARDS.

Copyright © 1992-2011 Database Services, Inc. - Process Server's Toolbox V6.5n

Advantage Messenger & Process
7378 W Atlantic Blvd
Ste 113
Margate, FL 33063
Phone: (954) 818-6555
Fax: (954) 597-6850

INVOICE

Invoice #AMV-2013003458
10/10/2013

Mark Manceri
Mark R Manceri, PA
2929 E Commercial Blvd
Ste 702
Ft Lauderdale, FL 33308

Case Number: Palm Beach 502011CP000653XXXXSB

Plaintiff:
Eliot Ivan Bernstein, Pro Se

Defendant:
Tescher & Spallina, P.A., (and all parties associates and of counsel); Robert L. Spallina; et al

Received: 10/3/2013 Served: 10/10/2013 8:42 am INDIVIDUAL/PERSONAL
To be served on: Candice Bernstein

ITEMIZED LISTING

Line Item	Quantity	Price	Amount
Service Fee (Local) PERSONAL SERVICE	1.00	80.00	80.00
TOTAL CHARGED:			$80.00
BALANCE DUE:			**$80.00**

Please Include The Last 4 Digits Of The Invoice Number On Payment.
WE NOW ACCEPT CREDIT CARDS.

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Kimberly Moran

From: Kimberly Moran
Sent: Monday, October 14, 2013 2:37 PM
To: 'tbernstein@lifeinsuranceconcepts.com'
Cc: Robert Spallina
Subject: Bernstein - invoices

Dear Mr. Bernstein:

Attached are two invoices: one for Marc Manceri for services rendered through September 30, 2013, and the second for Empire Legal Reporting for a copy of the transcript for the hearing on September 13, 2013. Please pay them directly.

If you should have any questions, please do not hesitate to contact us.

Best regards,

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

Mark R. Manceri, P.A.

ATTORNEY AND COUNSELOR AT LAW
2929 EAST COMMERCIAL BOULEVARD - SUITE 702
FORT LAUDERDALE, FLORIDA 33308

MARK R. MANCERI

FLORIDA BAR BOARD CERTIFIED
WILLS, TRUSTS AND ESTATES

TELEPHONE (954) 491-7099
FACSIMILE (954) 771-0545

September 30, 2013

FOR SERVICES RENDERED THROUGH DATE OF STATEMENT

Donald R. Tescher, Esq.
Robert L. Spallina, Esq.
Tescher and Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton FL 33431

RE: ESTATE OF SHIRLEY BERNSTEIN
CASE NO.: 502011CP000653xxxxsb

CURRENT CHARGES:

		Hours	*Amount*
07/30/2013	Receipt and review fax (63 pgs) from Robert Spallina, Esq.	1.00	395.00
09/10/2013	Receipt and review e-mails from Donald Tescher, Esq.; prepare e-mails to Donald Tescher, Esq.	0.40	158.00
09/11/2013	Receipt and review e-mails from Donald Tescher, Esq.; prepare e-mails to Donald Tescher, Esq.; receipt and review e-mails from Robert Spallina, Esq.; prepare e-mail to Robert Spallina, Esaq.; telephone conference with Ted Bernstein; prepare Notice of Appearance.	0.90	355.50
09/13/2013	Prepare for 9/13/13 Hearing; receipt and review e-mail from Robert Spallina, Esq.; telephone conference with Robert Spallina, Esq.; travel and attendance at Hearing.	3.80	1,501.00
09/16/2013	Prepare Notice of Filing; review file.	0.30	118.50
09/18/2013	Receipt and review Transcript of 9/13/13 Hearing; receipt and review e-mails from Robert Spallina, Esq.; prepare e-mail to Robert Spallina, Esq.; instructions to Legal Assistant; receipt and review e-mail from Eliot Bernstein; prepare e-mails to Eliot Bernstein.	1.50	592.50
09/19/2013	Receipt and review e-mails from Robert Spallina, Esq.; prepare e-mails to Robert Spallina, Esq.; instructions to Legal Assistant; prpeare proposed Order; prepare e-mails to Eliot Bernstein; receipt and review e-mails from Eliot Bernstein; receipt and review e-mails from Ted Bernstein;	1.00	395.00

		Hours	*Amount*
	prepare correspondence to Judge Colin.		
09/20/2013	Travel and attendance at meeting at Robert Spallina's office; receipt and review e-mails from Eliot Bernstein.	1.20	474.00
09/23/2013	Receipt and review e-mails from Eliot Bernstein; receipt and review e-mails from Donald Tescher, Esq.; telephone conference with Ted Bernstein; receipt and review e-mail from Ted Bernstein.	0.80	316.00
09/25/2013	Receipt and review e-mail from Kimberly Moran.	0.40	158.00
09/27/2013	Receipt and review Orders.	0.10	39.50
09/30/2013	Telephone conference with Robert Spallina; instructions to Legal Assistant; receipt and review e-mail from Ted Bernstein.	0.30	118.50
	ATTORNEY'S FEES AT $395.00 PER HOUR:	***11.70***	***$4,621.50***
	ADVANCED CLIENT COSTS:		
	Photocopying Charges		46.00
	Postage		22.00
	TOTAL ADVANCED CLIENT COSTS:		***$68.00***
	TOTAL CURRENT CHARGES:		***$4,689.50***
	TOTAL NOW DUE		***$4,689.50***

PLEASE REVIEW THIS STATEMENT CAREFULLY AND COMPLETELY. IF YOU HAVE AN OBJECTION(S) TO ANY ENTRY, YOU ARE TO ADVISE US, IN WRITING, WITHIN TEN (10) DAYS OF YOUR RECEIPT OF THIS STATEMENT. IF WE DO NOT RECEIVE ANY SUCH OBJECTION(S) WE WILL ASSUME THIS STATEMENT MEETS WITH YOUR APPROVAL.

PLEASE NOTE :

ATTORNEY'S FEES ARE CHARGED AT $395.00 PER HOUR FOR TIME EXPENDED PRIOR TO OCTOBER 1, 2013 AND AT THE NEW RATE OF $410.00 PER HOUR FOR TIME EXPENDED COMMENCING OCTOBER 1, 2013.

ALL BALANCES DUE MORE THAN THIRTY (30) DAYS WILL ACCRUE INTEREST AT 1.5% PER MONTH
THANK YOU.

INVOICE

EMPIRE
LEGAL REPORTING
401 E. Las Olas Blvd. Suite 1400
Fort Lauderdale, FL 33301
Phone: 954-241-1010 - Fax 954-241-1011

Invoice No.	Invoice Date	Job No.
10911	9/22/2013	12819
Job Date	**Case No.**	
9/13/2013	50 2011 CP 000653 XXXXSB	
Case Name		
IN RE: THE ESTATE OF SHIRLEY BERNSTEIN		
Payment Terms		
Net 15		

Mark Manceri, Esq.
Law Office of Mark Manceri, P.A.
2929 East Commercial Boulevard
Suite 702
Ft. Lauderdale, FL 33308

ORIGINAL AND 1 CERTIFIED COPY OF TRANSCRIPT OF:

Judge Martin H. Colin	73.00 pages	@	5.95	434.35
5 Day Service Charge for Original & 1 Copy				109.50
Court Reporter Attendance Fee			85.00	85.00
Word Index & Condensed Transcript			15.00	15.00
CD & e-transcript Package			35.00	35.00
Shipping & Handling			15.00	15.00
	TOTAL DUE >>>			**$693.85**

Thank you for your order. You can view our current locations from our website.
www.EmpireLegalSupport.com

Tax ID: 27-0245088 Phone: 954 491 7099 Fax:

Please detach bottom portion and return with payment.

Mark Manceri, Esq.
Law Office of Mark Manceri, P.A.
2929 East Commercial Boulevard
Suite 702
Ft. Lauderdale, FL 33308

Invoice No. : 10911
Invoice Date : 9/22/2013
Total Due : $693.85

Remit To: **Empire Legal Support, Inc.**
401 East Las Olas Boulevard
Suite 1400
Ft. Lauderdale, FL 33301

Job No. : 12819
BU ID : S. Florida
Case No. : 50 2011 CP 000653 XXXXSB
Case Name : IN RE: THE ESTATE OF SHIRLEY BERNSTEIN

Mark R. Manceri, P.A.

ATTORNEY AND COUNSELOR AT LAW
2929 EAST COMMERCIAL BOULEVARD - SUITE 702
FORT LAUDERDALE, FLORIDA 33308

MARK R. MANCERI

FLORIDA BAR BOARD CERTIFIED
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WEB SITE: WWW.ESTATEPROBATELITIGATION.COM

TELEPHONE (954) 491-7099
FACSIMILE (954) 771-0545

October 7, 2013

Donald R. Tescher, Esq.
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431

Re: Estate of Shirley Bernstein/Eliot Bernstein v. Tescher, et. al.
Case No.: 50211CP000653XXXXSB

Dear Don:

Enclosed is an invoice dated September 22, 2013 from Empire Legal Support, Inc. Please remit payment in the amount of $693.85 directly to Empire Legal Support, Inc.

Should you have any questions, concerns or comments regarding the foregoing, please do not hesitate to contact me.

Yours truly,

Mark R. Manceri, Esq.

MRM/mmp
Enclosure

Robert Spallina

From: Worth, Hunt [Hunt.Worth@opco.com]
Sent: Monday, October 07, 2013 5:25 PM
To: Robert Spallina; Craig, Janet
Subject: Re: Eliot Bernstein

Thank you.

From: Robert Spallina <rspallina@tescherspallina.com>
To: Worth, Hunt; Craig, Janet
Sent: Mon Oct 07 17:23:53 2013
Subject: Eliot Bernstein

Hunt/Janet – as discussed, this email will confirm that Eliot Bernstein's rants with respect to his children's trusts that you are administering as Trustee are completely unfounded. The trusts have an administration provision that allow distributions under a HEMS standard and the way in which you have administered the trusts since Si Bernstein's death comports with those terms. There has never been an agreement or an arrangement for the estate(s) to reimburse the trusts for expenses that you have paid from the trusts. Unfortunately, Mr. Bernstein feels the need to perpetuate lies and make threats to whomever crosses his path. I would cease all communication with him going forward.

Robert L. Spallina, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
E-mail: rspallina@tescherspallina.com

If you would like to learn more about TESCHER & SPALLINA, P.A., please visit our website at www.tescherspallina.com

The information contained in this message is legally privileged and confidential information intended only for the use of the individual or entity named above. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. If you have received this communication in error, please immediately notify us by e-mail or telephone. Thank you.

From: Worth, Hunt [mailto:Hunt.Worth@opco.com]
Sent: Monday, October 07, 2013 1:42 PM
To: Robert Spallina
Cc: Craig, Janet
Subject: Bernstein

I left you a message...Janet and I hope to speak when you are able.

Thank you.

Hunt
215-656-2815

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Mark R. Manceri, P.A.

ATTORNEY AND COUNSELOR AT LAW
2929 EAST COMMERCIAL BOULEVARD - SUITE 702
FORT LAUDERDALE, FLORIDA 33308

MARK R. MANCERI

FLORIDA BAR BOARD CERTIFIED
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WEB SITE: WWW.ESTATEPROBATELITIGATION.COM

TELEPHONE (954) 491-7099
FACSIMILE (954) 771-0545

October 2, 2013

Eliot Bernstein
2753 NW 34th Street
Boca Raton, Florida 33434

Re: Estate of Shirley Bernstein/Eliot Bernstein v. Tescher, et. al.
Case No.: 50211CP000653XXXXSB

Dear Mr. Bernstein:

In furtherance of the Order on Notice of Emergency Motion to Freeze Estates dated September 24, 2013 entered by Judge Colin, please be advised that the October 28, 2013 evidentiary Hearing is now scheduled to begin at 4:00 p.m. per Judge Colin's instructions.

Should you have any questions, concerns or comments regarding the foregoing, please do not hesitate to contact me.

Yours truly,

Mark R. Manceri, Esq.

MRM/mmp

cc: Theodore Bernstein
Lisa Sue Friedstein
Pamela Beth Simon
Donald R. Tescher, Esq.
Robert L. Spallina, Esq.

Robert Spallina

From: Eliot Bernstein [iviewit@gmail.com]
Sent: Thursday, September 19, 2013 4:10 PM
To: 'Ted Bernstein'; 'Pamela Beth Simon'; 'Jill M. Iantoni'; 'Lisa'; 'Lisa S. Friedstein'
Cc: Robert Spallina; Donald Tescher; mrmlaw@comcast.net; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA
Subject: RE: Estate of Shirley Bernstein
Attachments: 20130913 TRANSCRIPT Emergency Hearing Colin Spallina Tescher Ted Manceri.pdf

Ted, if you need a full transcript I have attached one for your review. What the judge said to all of you collectively (you Ted, Tescher, Spallina, Tescher & Spallina and Mark Manceri0, was far worse and indicated that criminal acts had been committed and Miranda Warnings should be read to all of you now for the fraud on the court that he saw with his own eyes that took place in his court and upon him personally and where he said it twice. I am surprised you were not arrested on the spot but he did not say he would not do that next time, he just indicated he should do it right then. Not just due to Tescher & Spallina Law Firm and Moran's admittedly fraudulent and alleged forged documents but the fraud on the court and failure to notify the court of dad's passing while depositing these felonious official records in official proceedings. I hope the transcript frees up your recollection.

I do believe that much of these costs will not be paid by the estate or the beneficiaries in the end but by those guilty of committing these crimes and in fact the judge can offer broad relief in these situations to the victims, especially with forensic costs, etc. caused by others bad behavior. I believe there will be bonding and other reliefs that will be ordered by the judge to bear the burdens caused here by you, Tescher and Spallina and others trying to thwart dad's desires and intents and substituting them with your own using felonious documents. Has Robert and Donald reported this to their insurance companies yet? Has Kimberly reported these matters and admissions to her bonding company? I do believe all damages caused by a Notary Public in the employ of a Law Firm while doing business are fully covered by the Law Firm under Florida law. I note Robert and Donald and Mr. Manceri are included in this email and I ask each of you who are you policies with and to please send all parties in this email the carriers, policy numbers, etc. and demand that you report these matters and the litigations that will result, as Ted astutely points out in his letter. Robert do you have the bonding information for Kimberly's carrier? if so please forward that and her policy number too. I would advise all of you involved in the estate to now get counsel in whatever alleged fiduciary, legal or other roles you are claiming. I also note that it was determined in the hearing that Dad died as the Personal Representative and Trustee of Mom's estate and no successors were chosen and approved by the court due to the fraud on the court. I have tax forms and other forms you filed for the sale of the Condo Ted where you were signing as Personal Representative and Successor Trustee of the estate, I just want to clarify exactly what roles you have and are representing yourself in. I did note in the transcript you claimed to the Judge that you were there as Trustee of the Estate of mom, yet how can that be true in light of what we learned in the hearings? I believe you, Spallina, Tescher, Moran and others attempting to perpetrate this fraud are the ones costing the estates and will bear all of the damages for your improper and unlawful actions.

My answer to the Judge's advice to meet with you was plain and clear and the whole of the conversation is in the transcript and relates to my refusal to meet and participate in any ongoing frauds. If you would like to meet it would be best after you, Tescher, Spallina and Manceri have all resigned from any fiduciary or legal roles you have in the estates, turn over all documents, records and assets to counsel I will secure at that time you comply with this request. Then we can meet and discuss the matter with all of parties and their representative counsel to discuss any settlements. Once again, I caution you that each and every action that you and Robert and Donald and others do in the estate may result in further criminal and civil liabilities against you.

I am confused as to who is representing you at this point or are you representing yourself still individually and as alleged and mistaken "Trustee of the Estate" and "Personal Representative" of mom's estate? With your children now as potential alleged beneficiaries of mom's estate based on legally defective documents that appear to have been done after dad's passing and you acting as their trustee, you may have conflicts and other problems in acting in

any fiduciary capacity in the estate and you should not be elected in any fiduciary capacities, especially without counsel. Let me know what your attorney says?

Eliot

From: Ted Bernstein [mailto:tbernstein@lifeinsuranceconcepts.com]
Sent: Thursday, September 19, 2013 3:04 PM
To: 'Eliot Bernstein'; Pamela Beth Simon; Jill M. Iantoni; Lisa; Lisa S. Friedstein
Cc: ROBERT SPALLINA (rspallina@tescherspallina.com); Donald R. Tescher (dtescher@tescherspallina.com); 'mrmlaw@comcast.net'
Subject: RE: Estate of Shirley Bernstein

Eliot > I believe this is a gross misrepresentation of what happened in court on Friday. From my recollection, the judge was quite specific about what he intends to hear on the 28th.

I am also concerned about the way in which the transcripts are being diced. It appears as if there are words being inserted that were not on the record and only partial statements being pasted into your emails. I would ask that you cease from continuing these distortions. Admittedly, I have not yet seen the transcript but I am almost certain that Robert Spallina said more than what you pasted in an earlier email:

12 MR. SPALLINA: I'm sorry?

13 THE COURT: Are you involved in the

14 transaction?

15 MR. SPALLINA: I was involved

I am fairly certain that Robert continued that sentence and explained to Judge Colin, in detail, how he and his firm, including Kim Moran (whom Mom and Dad were both very fond of), were involved in the notary matter addressed by Judge Colin. I believe his explanation was rather lengthy, yet your email would lead one to believe he answered by saying, "I was involved". Maybe this was an oversight on your part so I shall give you the benefit of the doubt. However, you appear to be adept at the use of cut and paste so I would ask that you try to be more cautious if you intend to continue down this path.

I remind you again that you are causing the assets of the trusts, as well as Dad's estate, to diminish. The money used for hearings, analysis and preparation of your allegations and petitions comes directly from trust and estate assets. As a result, the amount of money that will ultimately be paid to the beneficiaries is going to be less.

I believe the Judge advised you to meet with us. If you would like to do so, please email me and Robert and we can arrange to meet with you at a time that is convenient for you.

Take care,

Ted

From: Eliot Bernstein [mailto:iviewit@gmail.com]
Sent: Thursday, September 19, 2013 2:25 PM
To: Ted Bernstein; Pamela Beth Simon; Jill M. Iantoni; Lisa; Lisa S. Friedstein
Subject: FW: Estate of Shirley Bernstein

From: Eliot Bernstein [mailto:iviewit@gmail.com]
Sent: Thursday, September 19, 2013 2:16 PM
To: 'Myra'
Cc: Caroline Prochotska Rogers Esq. (caroline@cprogers.com); Michele M. Mulrooney ~ Partner @ Venable LLP (mmulrooney@Venable.com); Andrew R. Dietz @ Rock It Cargo USA
Subject: RE: Estate of Shirley Bernstein

I do not agree with your Order at all. Again, I think estate counsel Tescher & Spallina should resign immediately as counsel to the estate for the Fraud on the Court already identified and admitted to at the hearing as the transcripts clearly show.

My response,

1. The proposed Order is false and misleading in the first part of your draft order, as the Emergency Motion was not denied in toto and there are many parts to it and the remainder to be heard on the 28th or whatever date the judge selects, according to the Judge. From the hearing transcript,

   18 **It's only really that there's**

   19 no emergency here. Everything everyone raises

   20 on the 28th.

   21 MR. MANCERI: Very good, Judge. Do you

   22 think we can do it in an hour, Judge?

   23 THE COURT: We'll try.

   The hearing cannot be solely on Shirley's estate as the matters in Shirley's estate pertain to Simon's estate. I do understand that Simon's estate is administered by Judge French and orders in that estate will come from him. Have you thought of inviting him to attend the hearings as they relate to Simon's estate?

2. I thought the judge wanted the evidentiary hearing moved up from the 10/28/13 to mid-September.
3. I would add that the hearing will also be in regard to any documents or issues in Simon's estate that relate to the closing of Shirley's estate or any documents or issues that effected both estates, including beneficiary changes in either estate and all the documents that effectuated any changes to their 2008 estate plans that appear properly signed and executed.
4. Again, I believe you should advise your clients to withdraw as counsel to the estate as all of these issues relate to their alleged fraudulent acts and their legal assistant, Kimberly Moran and their admitted fraudulent notarizations that are alleged forged and this puts them in conflict now. Finally, I am not sure how the judge is to allow them to continue to represent any parties in these matters until all of the ongoing investigations both criminally and civilly against them are rectified in light of the fact that they have already committed Fraud upon the Court and more and admitted to it in the hearing.

Your cover email states that you will "advise Judge Colin that you do not agree with the provisions of the Agreed Order and will be submitting your own Orders to the Court for its consideration" and instead I would prefer if you not only advise the Judge but submit my entire replies to your proposed orders, including this email and my last,

with the original proposed orders I reviewed to the Judge, along with any other advice you will be giving him. If you do not intend on complying with this request please let me know so that I may send them in if I have to file my own proposed orders, either way, did not want to burden the Court with the same documents.

Thank you,

Eliot

Eliot I. Bernstein
Inventor
Iviewit Holdings, Inc. – DL
2753 N.W. 34th St.
Boca Raton, Florida 33434-3459
(561) 245.8588 (o)
(561) 886.7628 (c)
(561) 245-8644 (f)
iviewit@iviewit.tv
http://www.iviewit.tv

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From: Myra [mailto:mrmlaw1@gmail.com]
Sent: Thursday, September 19, 2013 11:53 AM
To: iviewit@gmail.com
Cc: rspallina@tescherspallina.com
Subject: Estate of Shirley Bernstein

Robert Spallina

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From: Myra [mailto:mrmlaw1@gmail.com]
Sent: Thursday, September 19, 2013 11:53 AM
To: iviewit@gmail.com
Cc: rspallina@tescherspallina.com
Subject: Estate of Shirley Bernstein

Dear Mr. Bernstein,

I am in receipt of your e-mail dated September 18, 2013 regarding the Agreed Order to Reopen Estate and Appointing Successor Personal Representatives. I do not agree with your comments, changes as they do not comport with the Order of the Court.

I am attaching a draft Order on Notice of Emergency Motion to Freeze Estates for your review, comments, etc., which I will need to receive from you by noon (12:00 PM) tomorrow. If I do not hear from you, I will submit both Orders to the Court and advise Judge Colin that you do not agree with the provisions of the Agreed Order and will be submitting your own Orders to the Court for its consideration.

Mark R. Manceri, Esq.

Mark R. Manceri, P.A.
2929 E. Commercial Blvd., Suite 702
Fort Lauderdale, Florida 33308
E-mail: mrmlaw@comcast.net
(954) 491-7099
(954) 771-0545 (fax)

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Robert Spallina

From: Myra [mrmlaw1@gmail.com]
Sent: Thursday, September 19, 2013 11:53 AM
To: iviewit@gmail.com
Cc: Robert Spallina
Subject: Estate of Shirley Bernstein
Attachments: Estate of Shirley Bernstein - Draft Order on Emergency Motion to Freeze Estates.pdf

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Mark R. Manceri, Esq.

Mark R. Manceri, P.A.
2929 E. Commercial Blvd., Suite 702
Fort Lauderdale, Florida 33308
E-mail: mrmlaw@comcast.net
(954) 491-7099
(954) 771-0545 (fax)

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IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF SHIRLEY BERNSTEIN, PROBATE DIVISION

Deceased. CASE NO: 502011CP000653XXXXSB

/

ELIOT IVAN BERNSTEIN, PRO SE DIVISION: COLIN

Petitioner

vs.

TESCHER & SPALLINA, P.A., (and all parties associates and of counsel); ROBERT L. SPALLINA (both personally & professionally); DONALD R. TESCHER (both personally & professionally); THEODORE STUART BERNSTEIN (as alleged personal representative, trustee, successor trustee) (both personally and professionally); and JOHN and JANE DOE'S (1-5000),

Respondents.

/

DRAFT
9/19/13

ORDER ON NOTICE OF EMERGENCY MOTION TO FREEZE ESTATES

THIS CAUSE came before the Court on September 13, 2013, on the Emergency Motion to Freeze Estates filed by Eliot Bernstein and the interested persons having been duly noticed and in attendance at the Hearing were Eliot Bernstein; Candice Bernstein; Mark R. Manceri, Esq., as counsel for Robert L. Spallina and Donald R. Tescher; Robert L. Spallina and Theodore S. Bernstein, and the Court having heard the argument(s) of the parties and being otherwise fully advised in the premises, it is hereupon, ORDERED AND ADJUDGED, as follows:

1. The Court finds that no emergency currently exists. As such, the Emergency Motion is denied.

2. The Hearing time currently reserved for October 28, 2013 will be conducted as an evidentiary Hearing solely regarding the Estate of Shirley Bernstein.

3. The purpose of the evidentiary Hearing shall be for the Court to address any alleged improprieties or defects in the form of the pleadings or other documents submitted to the Court in furtherance of closing the Estate of Shirley Bernstein.

4. Pursuant to the request of Counsel for Robert L. Spallina and Donald R. Tescher the time of the evidentiary Hearing on October 28, 2013 has been moved from 10:00 a.m. to _____ p.m. One hour has been reserved.

DONE AND ORDERED in Chambers, at Delray Beach, Palm Beach County, Florida, this _____ day of September, 2013.

DRAFT

_____
HONORABLE MARTIN H. COLIN
CIRCUIT COURT JUDGE

Copies furnished to:
Mark R. Manceri, Esq.
Eliot Bernstein
All Interested Persons

Robert Spallina

From: Myra [mrmlaw1@gmail.com]
Sent: Thursday, September 19, 2013 10:15 AM
To: Robert Spallina
Subject: Re: Estate of Shirley Bernstein

Mr. Spallina,

Pursuant to Mr. Manceri's instructions, Empire Legal Support, Inc. stated that Eliot's wife ordered a copy of the Hearing Transcript and paid for it.

Thank you.

Myra

Mark R. Manceri, P.A.
2929 E. Commercial Blvd., Suite 702
Fort Lauderdale, Florida 33308
E-mail: mrmlaw@comcast.net
(954) 491-7099
(954) 771-0545 (fax)

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Robert Spallina

From: Ted Bernstein [tbernstein@lifeinsuranceconcepts.com]
Sent: Thursday, September 19, 2013 8:49 AM
To: Robert Spallina
Subject: FW: Estate of Shirley Bernstein - Draft Agreed Order
Attachments: Estate of Shirley Bernstein - Draft Agreed Order, etc.pdf

Ted
561-988-8984
Tbernstein@lifeinsuranceconcepts.com

Sent via Mobile Device

-------- Original message --------
From: Eliot Bernstein <iviewit@gmail.com>
Date: 09/18/2013 5:03 PM (GMT-05:00)
To: Ted Bernstein <tbernstein@lifeinsuranceconcepts.com>,Pamela Beth Simon <psimon@stpcorp.com>,"Jill M. Iantoni" <jilliantoni@gmail.com>,"Jill M. Iantoni" <Iantoni_jill@ne.bah.com>,Lisa <lisa.friedstein@gmail.com>,"Lisa S. Friedstein" <Lisa@friedsteins.com>
Subject: FW: Estate of Shirley Bernstein - Draft Agreed Order

For your records the attached adobe pdf and letter below to Mr. Manceri. Are any of you going to be represented in these matters of the newly opened estate of Shirley by counsel, if so, please provide the name and address for me to serve papers on. Thank you, Eliot

From: Eliot Bernstein [mailto:iviewit@gmail.com]
Sent: Wednesday, September 18, 2013 4:31 PM
To: 'Myra'
Cc: Caroline Prochotska Rogers Esq. (caroline@cprogers.com); Michele M. Mulrooney ~ Partner @ Venable LLP (mmulrooney@Venable.com); Andrew R. Dietz @ Rock It Cargo USA
Subject: RE: Estate of Shirley Bernstein - Draft Agreed Order

Mr. Manceri and Myra,

First, Ted Bernstein should not be appointed as Successor Trustee or Personal Representative as there are conflicts of interest and more with Ted and myself and beneficiaries of the estate. The judge should determine who will be the new Personal Representative and it should be left open for him to decide after the evidentiary hearing. Hopefully, after he reviews the gross negligence and misconduct and more by Tescher & Spallina, Robert Spallina, Donald Tescher & Ted Bernstein discovered in the hearing, he will also demand new estate counsel. After stating he should read you all your Miranda Rights now at the hearing due to the fraud on the court in having dead men sign and notarize documents to close the estate and then failing to contact the court to notify him he was deceased when filing them, well I am not sure we can rely on your client's advice or services any longer. Ted has several other conflicts which are well defined in my 7 Petitions/Motions. I am surprised to learn after Ted claimed in court that he was there as 'trustee for the estate" that Ted who misrepresented himself at the hearing as already appointed would be someone you would elect as a fiduciary, especially after learning there was no Personal Representative or

Successor Trustee approved by the Court for months after Simon died, while the estate was still open and then the estate was closed with Simon's and others fraudulently notarized documents after Simon's death. Simon's admittedly fraudulent and allegedly forged signature was used on a recreated document after his death and where these felonious documents were learned at the hearing to have been sent from your client Tescher & Spallina's office all the beneficiaries have cause for concern. Your clients are responsible for the acts of their Notary Public Kimberly Moran under Florida law. I also think your client Tescher & Spallina, P.A. should resign immediately as estate counsel and you should ask the judge to appoint new estate counsel as well. In fact, from the following statement of the judge at the hearing, I am not sure if you too should be seeking personal and professional representative counsel. The court testimony regarding my comments above below,

"6 THE COURT: So let me tell you because I'm

7 going to stop all of you folks because I think

8 you need to be read your Miranda warnings.

9 MR. MANCERI: I need to be read my Miranda

10 warnings?

11 THE COURT: Everyone of you [Tescher, Spallina, Tescher & Spallina, P.A., Ted Bernstein and you Mr. Manceri] might have to

12 be.

13 MR. MANCERI: Okay."

And then

5 MR. MANCERI: Okay.

6 THE COURT: All right, so stop, that's

7 enough to give you Miranda warnings. Not you

8 personally --

9 MR. MANCERI: Okay.

10 THE COURT: Are you involved? Just tell

11 me yes or no.

12 MR. SPALLINA: I'm sorry?

13 THE COURT: Are you involved in the

14 transaction?

15 MR. SPALLINA: I was involved

We should leave all these items open for the Judge to approve and appoint after the Evidentiary Hearing and after the determination if he will read your Miranda Rights to you and your clients and then arrest you. If you would like me to edit your draft more appropriately let me know but those are my comments thus far. Please let me know your response before any draft is sent to the court. I do not approve of Ted for any fiduciary capacity, nor do I think Spallina & Tescher P.A. should be nominating anyone at this time and resigning and if you would like to put someone in this document you can feel free to elect me Personal Representative. Is Ted your client yet, as you mentioned at the hearing you may be representing him in the proceedings too?

Thanks

Eliot I. Bernstein
Inventor
Iviewit Holdings, Inc. – DL
2753 N.W. 34th St.
Boca Raton, Florida 33434-3459
(561) 245.8588 (o)
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From: Myra [mailto:mrmlaw1@gmail.com]
Sent: Wednesday, September 18, 2013 2:03 PM
To: iviewit@gmail.com
Subject: Re: Estate of Shirley Bernstein - Draft Agreed Order

Eliot,

Pursuant to Judge Colin's instructions, attached is a draft Agreed Order from the Hearing on September 13, 2013. Please provide any Objection(s), comments to me by 12:00 p.m. tomorrow. If I do not receive anything from you, I will forward the Agreed Order to Judge Colin for signature.

Thank you.

Mark R. Manceri, Esq.

Mark R. Manceri, P.A.
2929 E. Commercial Blvd., Suite 702
Fort Lauderdale, Florida 33308
E-mail: mrmlaw@comcast.net
(954) 491-7099
(954) 771-0545 (fax)

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IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN, File No. _____

Deceased.

AGREED ORDER TO REOPEN ESTATE AND APPOINT SUCCESSOR PERSONAL REPRESENTATIVES

On the motion of Tescher & Spallina, PA for administration of the Estate of Shirley Bernstein, deceased, and pursuant to an agreement announced in open Court on the record by the persons in attendance at a hearing on September 13, 2013 regarding the estate of the decedent, the Court finding that the decedent died on December 8, 2010, that the personal representative of the estate, Simon Bernstein, died on September 13, 2012, and that Ted S. Bernstein is entitled to appointment as personal representative by reason of being named in the decedent's Will dated May 20, 2008 as successor personal representatives, it is:

ADJUDGED that the estate shall be reopened and that Ted S. Bernstein is appointed as successor personal representative of the estate of the decedent, and that upon taking the prescribed oaths, filing designations and acceptances of resident agent, and entering into bond in the sum of $___ _____, Successor Letters of Administration shall be issued.

DONE and ORDERED in Delray Beach, Palm Beach County, FL, on _____, 2013.

_____
Circuit Judge

cc: Mark Manceri, Esq.

Bar Form No. P-3.0100
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Reviewed October 1, 1998

Robert Spallina

From: Mark Manceri, Esq. [mrmlaw@comcast.net]
Sent: Wednesday, September 18, 2013 12:02 PM
To: Robert Spallina
Subject: RE:

Robert,

Yes. I will handle it.

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Wednesday, September 18, 2013 11:55 AM
To: Mark Manceri, Esq.
Subject: FW:

Mark – attached is the revised order. Do you need to send it to Eliot for approval? The judge said to get him a copy. His email address is iviewit@gmail.com

From: Lauren Galvani
Sent: Wednesday, September 18, 2013 11:31 AM
To: Robert Spallina
Subject: RE:

See revised attachment.

Lauren A. Galvani, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
E-mail: lgalvani@tescherspallina.com

If you would like to learn more about TESCHER & SPALLINA, P.A., please visit our website at www.tescherspallina.com

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From: Robert Spallina
Sent: Wednesday, September 18, 2013 11:18 AM
To: Lauren Galvani
Subject: FW:

From: Mark Manceri, Esq. [mailto:mrmlaw@comcast.net]
Sent: Wednesday, September 18, 2013 11:17 AM
To: Robert Spallina
Subject: RE:

Robert,

Put that the agreement was announced in open Court on the record by the persons in attendance and add the date of the Will.

Mark Manceri

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Wednesday, September 18, 2013 10:52 AM
To: Mark Manceri, Esq.
Cc: Donald Tescher
Subject: FW:

Please take a look at the attached agreed order. Thanks

From: Lauren Galvani
Sent: Wednesday, September 18, 2013 10:52 AM
To: Robert Spallina
Subject:

Lauren A. Galvani, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
E-mail: lgalvani@tescherspallina.com

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Bernstein Hearing 9/13/13

- Agreed Order To Re-open Estate
- No Emergency - Ordered
- Documents May Have Taint But Nothing May Be Wrong w/ Estate

Dear Mr. Bernstein,

I am in receipt of your e-mail dated September 18, 2013 regarding the Agreed Order to Reopen Estate and Appointing Successor Personal Representatives. I do not agree with your comments, changes as they do not comport with the Order of the Court.

I am attaching a draft Order on Notice of Emergency Motion to Freeze Estates for your review, comments, etc., which I will need to receive from you by noon (12:00 PM) tomorrow. If I do not hear from you, I will submit both Orders to the Court and advise Judge Colin that you do not agree with the provisions of the Agreed Order and will be submitting your own Orders to the Court for its consideration.

Mark R. Manceri, Esq.

Mark R. Manceri, P.A.
2929 E. Commercial Blvd., Suite 702
Fort Lauderdale, Florida 33308
E-mail: mrmlaw@comcast.net
(954) 491-7099
(954) 771-0545 (fax)

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-

Robert Spallina

From: Jill Iantoni [jilliantoni@gmail.com]
Sent: Thursday, September 12, 2013 10:59 AM
To: Robert Spallina
Cc: Donald Tescher; <tbernstein@lifeinsuranceconcepts.com>; Pam Simon; Lisa Friedstein
Subject: Re: Estate of Shirley Bernstein

Sounds good.
Thanks

Jill Iantoni
Jilliantoni@gmail.com
(312) 804-2318

On Sep 12, 2013, at 9:47 AM, "Robert Spallina" <rspallina@tescherspallina.com> wrote:

> Jill - I have requested a report from JP Morgan that will list the activity in your mother's trust since your father passed. The account at JP Morgan is the only account and should reflect all the activity most of which relates to the carrying costs of both the condo and Lionshead. He usually turns things around pretty quickly so we should have it shortly.
>
> **From:** Jill Iantoni [mailto:jilliantoni@gmail.com]
> **Sent:** Thursday, September 12, 2013 10:44 AM
> **To:** Donald Tescher
> **Cc:** tbernstein@lifeinsuranceconcepts.com; Robert Spallina; Pam Simon; Lisa Friedstein
> **Subject:** Re: Estate of Shirley Bernstein
>
> Thanks Don. Ted, can you share the information with us on behalf of Mom's estate?
> this way we will have it:)
> Thanks
> Jill
>
> On Thu, Sep 12, 2013 at 8:04 AM, Donald Tescher <dtescher@tescherspallina.com> wrote:
> Jill: Your mother's probate estate only consisted of her tangible personal property (clothing, jewelry, etc.) which passed to your father under her will. All other assets were either in her Revocable Trust or passed to your father by operation of law. Consequently, there really is no accounting to be prepared for Shirley's probate estate. Ted, as the successor trustee of the trust for benefit of your father under Shirley's Revocable Trust, would be responsible for providing an accounting of that trust.
>
> Donald R. Tescher, Esq.
> TESCHER & SPALLINA, P.A.
> 4855 Technology Way, Suite 720
> Boca Raton, FL 33431
> Telephone: 561-997-7008
> Facsimile: 561-997-7308
> **dtescher@tescherspallina.com**
>
> If you would like to learn more about TESCHER & SPALLINA, P.A., please visit our website at www.tescherspallina.com
>
> Pursuant to the provisions of Internal Revenue Service Circular 230 that apply to written advice provided by Federal Tax practitioners, please be advised (a) that if any advice herein relating to a Federal tax issue would, but for this disclaimer, constitute a "reliance opinion" within the meaning of Circular 230, such advice is not intended or written to be used, and cannot be used by the affected taxpayer, for the purpose of avoiding penalties that may be imposed on the taxpayer, and (b) any written statement contained herein relating to any Federal tax issue may not be used by any person to support the

promotion or marketing of, or to recommend, any Federal tax transaction(s) or matter(s) addressed herein. We would be happy to discuss the effect of this disclaimer, and alternatives to this disclaimer, with you if desired.

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From: Jill Iantoni [mailto:jilliantoni@gmail.com]
Sent: Thursday, September 12, 2013 8:50 AM
To: Donald Tescher
Cc: Pam Simon; Lisa; Ted Bernstein; Robert Spallina; Iantoni, Jill (MBO Partners)
Subject: Re: Estate of Shirley Bernstein

Hi Don,
If you can please forward the accounting/inventory of Shirley Bernstein's estate, since we are closing it for the second time & I have never rec'd any of this information.

Thanks so much,
Jill

On Wed, Sep 11, 2013 at 1:05 PM, Donald Tescher <dtescher@tescherspallina.com> wrote:
Dear Pam, Lisa, Jill and Ted:

As you are aware from your conversations with Robert, and your receipt of pleadings that were filed by us and by Eliot and the Notice of Hearing set by Judge Colin, we will be appearing in court on this Friday for a 30 minute hearing during which Eliot must establish to the satisfaction of the court that an emergency exists and the nature of the emergency. In addition, we have specially set a hearing for October 28 before Judge Colin to clear up the issue of the Waivers filed on your behalfs to close out Shirley's estate.

Attached is an Affidavit we have prepared for your consideration and execution. Naturally, if you have any questions about either the content or the need for filing these affidavits, please contact me. You MUST arrange for execution before a Notary. Please return the fully executed Affidavit to us for presentation to the court.

Thank you for your help

Donald R. Tescher, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
dtescher@tescherspallina.com

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Pursuant to the provisions of Internal Revenue Service Circular 230 that apply to written advice provided by Federal Tax practitioners, please be advised (a) that if any advice herein relating to a Federal tax issue would, but for this disclaimer, constitute a "reliance opinion" within the meaning of Circular 230, such advice is not intended or written to be used, and cannot be used by the affected taxpayer, for the purpose of avoiding penalties that may be imposed on the taxpayer, and (b) any written statement contained herein relating to any Federal tax issue may not be used by any person to support the promotion or marketing of, or to recommend, any Federal tax transaction(s) or matter(s) addressed herein. We would be happy to discuss the effect of this disclaimer, and alternatives to this disclaimer, with you if desired.

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Donald Tescher

From: Donald Tescher
Sent: Wednesday, September 11, 2013 2:05 PM
To: Pam Simon; Jill Iantoni; Lisa; 'Ted Bernstein'
Cc: Robert Spallina
Subject: Estate of Shirley Bernstein

Dear Pam, Lisa, Jill and Ted:

As you are aware from your conversations with Robert, and your receipt of pleadings that were filed by us and by Eliot and the Notice of Hearing set by Judge Colin, we will be appearing in court on this Friday for a 30 minute hearing during which Eliot must establish to the satisfaction of the court that an emergency exists and the nature of the emergency. In addition, we have specially set a hearing for October 28 before Judge Colin to clear up the issue of the Waivers filed on your behalfs to close out Shirley's estate.

Attached is an Affidavit we have prepared for your consideration and execution. Naturally, if you have any questions about either the content or the need for filing these affidavits, please contact me. You MUST arrange for execution before a Notary. Please return the fully executed Affidavit to us for presentation to the court.

Thank you for your help

Donald R. Tescher, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
dtescher@tescherspallina.com

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9/11/2013

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN File No. 502011CP000653XXXXSB

Deceased.

AFFIDAVIT OF TED S. BERNSTEIN

Before me, the undersigned Notary, personally appeared TED S. BERNSTEIN, who, after being duly sworn under oath, deposes and states:

1. I am an adult son of Shirley Bernstein and reside at 880 Berkeley Street, Boca Raton, FL 33487.

2. My father, Simon Bernstein, was the Personal Representative of the estate and the sole devisee under the will as the sole probate assets consisted of tangible personal property specifically devised to him.

3. On or about May 12, 2012 and again on or about August 1, 2012 I received from the offices of Tescher & Spallina, P.A. a Waiver of Accounting and Portions of Petition For Discharge; Waiver of Service of Petition For Discharge; and Receipt of Beneficiary and Consent to Discharge (the "Waiver"), a copy of which is attached as Exhibit "A" to this Affidavit.

4. I freely and voluntarily signed the Waiver on August 1, 2012 and returned it to the offices of Tescher & Spallina, P.A. for filing in connection with the completion of my mother's probate.

5. It is my understanding that the Waivers filed on behalf of myself and others were rejected by the Court because of the lack of a notarization.

6. It is my understanding that the subsequently filed Waivers were not personally signed by me or the other heirs.

7. In order to permit my mother's estate to be closed without any question of the validity of my Waiver, I hereby state under oath that the attached Exhibit "A" is my free and voluntary act as if the Waiver had been originally executed in conformity with the requirements of the Court.

Signed on this _____ day of September, 2013.

_____

TED S. BERNSTEIN, Affiant

STATE OF FLORIDA

COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, appeared **TED S. BERNSTEIN**, personally known to me or _____ provided the following identification_____, to be the person described in and who executed the foregoing Affidavit, and he acknowledged under oath before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid, this ____ day of _____, 2013.

(SEAL) _____
NOTARY PUBLIC

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN File No. 502011CP000653XXXXSB

Deceased.

AFFIDAVIT OF JILL IANTONI

Before me, the undersigned Notary, personally appeared JILL IANTONI, who, after being duly sworn under oath, deposes and states:

1. I am an adult daughter of Shirley Bernstein and reside at 2101 Magnolia Lane, Highland Park, Illinois.

2. My father, Simon Bernstein, was the Personal Representative of the estate and the sole devisee under the will as the sole probate assets consisted of tangible personal property specifically devised to him.

3. On or about May 12, 2012 and again on or about August 1, 2012 I received from the offices of Tescher & Spallina, P.A. a Waiver of Accounting and Portions of Petition For Discharge; Waiver of Service of Petition For Discharge; and Receipt of Beneficiary and Consent to Discharge (the "Waiver"), a copy of which is attached as Exhibit "A" to this Affidavit.

4. I freely and voluntarily signed the Waiver on October 1, 2012 and returned it to the offices of Tescher & Spallina, P.A. for filing in connection with the completion of my mother's probate.

5. It is my understanding that the Waivers filed on behalf of myself and others were rejected by the Court because of the lack of a notarization.

6. It is my understanding that the subsequently filed Waivers were not personally signed by me or the other heirs.

7. In order to permit my mother's estate to be closed without any question of the validity of my Waiver, I hereby state under oath that the attached Exhibit "A" is my free and voluntary act as if the Waiver had been originally executed in conformity with the requirements of the Court.

Signed on this _____ day of September, 2013.

_____
JILL IANTONI, Affiant

STATE OF ILLINOIS

COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, appeared **JILL IANTONI**, personally known to me or _____ provided the following identification_____, to be the person described in and who executed the foregoing Affidavit, and she acknowledged under oath before me that she executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid, this ____ day of _____, 2013.

(SEAL) _____
NOTARY PUBLIC

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN File No. 502011CP000653XXXXSB

Deceased.

AFFIDAVIT OF LISA S. FRIEDSTEIN

Before me, the undersigned Notary, personally appeared LISA S. FRIEDSTEIN, who, after being duly sworn under oath, deposes and states:

1. I am an adult daughter of Shirley Bernstein and reside at 2142 Churchill Lane, Highland Park, Illinois.

2. My father, Simon Bernstein, was the Personal Representative of the estate and the sole devisee under the will as the sole probate assets consisted of tangible personal property specifically devised to him.

3. On or about May 12, 2012 and again on or about August 1, 2012 I received from the offices of Tescher & Spallina, P.A. a Waiver of Accounting and Portions of Petition For Discharge; Waiver of Service of Petition For Discharge; and Receipt of Beneficiary and Consent to Discharge (the "Waiver"), a copy of which is attached as Exhibit "A" to this Affidavit.

4. I freely and voluntarily signed the Waiver on August 21, 2012 and returned it to the offices of Tescher & Spallina, P.A. for filing in connection with the completion of my mother's probate.

5. It is my understanding that the Waivers filed on behalf of myself and others were rejected by the Court because of the lack of a notarization.

6. It is my understanding that the subsequently filed Waivers were not personally signed by me or the other heirs.

7. In order to permit my mother's estate to be closed without any question of the validity of my Waiver, I hereby state under oath that the attached Exhibit "A" is my free and voluntary act as if the Waiver had been originally executed in conformity with the requirements of the Court.

Signed on this _____ day of September, 2013.

_____

LISA S. FRIEDSTEIN, Affiant

STATE OF ILLINOIS

COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, appeared **LISA S. FRIEDSTEIN**, personally known to me or _____ provided the following identification_____, to be the person described in and who executed the foregoing Affidavit, and she acknowledged under oath before me that she executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid, this ____ day of _____, 2013.

_____

(SEAL) NOTARY PUBLIC

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN File No. 502011CP000653XXXXSB

Deceased.

AFFIDAVIT OF PAMELA B. SIMON

Before me, the undersigned Notary, personally appeared PAMELA B. SIMON, who, after being duly sworn under oath, deposes and states:

1. I am an adult daughter of Shirley Bernstein and reside at 950 North Michigan Avenue, Suite 2603, Chicago, Illinois.

2. My father, Simon Bernstein, was the Personal Representative of the estate and the sole devisee under the will as the sole probate assets consisted of tangible personal property specifically devised to him.

3. On or about May 12, 2012 and again on or about August 1, 2012 I received from the offices of Tescher & Spallina, P.A. a Waiver of Accounting and Portions of Petition For Discharge; Waiver of Service of Petition For Discharge; and Receipt of Beneficiary and Consent to Discharge (the "Waiver"), a copy of which is attached as Exhibit "A" to this Affidavit.

4. I freely and voluntarily signed the Waiver on August 8, 2012 and returned it to the offices of Tescher & Spallina, P.A. for filing in connection with the completion of my mother's probate.

5. It is my understanding that the Waivers filed on behalf of myself and others were rejected by the Court because of the lack of a notarization.

6. It is my understanding that the subsequently filed Waivers were not personally signed by me or the other heirs.

7. In order to permit my mother's estate to be closed without any question of the validity of my Waiver, I hereby state under oath that the attached Exhibit "A" is my free and voluntary act as if the Waiver had been originally executed in conformity with the requirements of the Court.

Signed on this _____ day of September, 2013.

_____

PAMELA B. SIMON, Affiant

STATE OF ILLINOIS

COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, appeared **PAMELA B. SIMON**, personally known to me or _____ provided the following identification_____, to be the person described in and who executed the foregoing Affidavit, and she acknowledged under oath before me that she executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid, this ____ day of _____, 2013.

(SEAL) _____
NOTARY PUBLIC

Robert Spallina

From: Donald Tescher
Sent: Tuesday, September 10, 2013 1:48 PM
To: Kimberly Moran; 'lisa@friedsteins.com'; 'tbernstein@lifeinsuranceconcepts.com'; 'jilliantoni@gmail.com'; 'psimon@stpcorp.com'; 'mrmlaw@comcast.net'
Cc: Robert Spallina
Subject: RE: Estate of Simon Bernstein

Please note that this Order was issued by Judge French in Simon's estate. We still have the 30 minute hearing before Judge Colin in the Shirley estate on Friday.

Donald R. Tescher, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
dtescher@tescherspallina.com

If you would like to learn more about TESCHER & SPALLINA, P.A., please visit our website at www.tescherspallina.com

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From: Kimberly Moran
Sent: Tuesday, September 10, 2013 1:44 PM
To: lisa@friedsteins.com; tbernstein@lifeinsuranceconcepts.com; jilliantoni@gmail.com; psimon@stpcorp.com; mrmlaw@comcast.net
Cc: Donald Tescher; Robert Spallina
Subject: Estate of Simon Bernstein

Attached is a copy of the Order Denying Petitioner's Emergency Motion Filed September 4, 2013.

If you have any questions, please do not hesitate to contact us.

Best regards,

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

Robert Spallina

From: Eliot Ivan Bernstein [iviewit@iviewit.tv]
Sent: Wednesday, September 04, 2013 12:31 PM
To: Robert Spallina; Donald Tescher; Ted Bernstein; Pamela Beth Simon; Jill M. Iantoni; Jill M. Iantoni; Lisa; Lisa S. Friedstein
Subject: SERVICE OF MOTION - ESTATE OF SIMON BERNSTEIN CASE NO. 502012CP004391XXXXSB
Attachments: 20130904 FINAL SIGNED PRINTED FILED Motion to Freeze Estates of Simon Due to Admitted Notary Fraud low.pdf

Please accept the attached PDF file as service of the "NOTICE OF EMERGENCY MOTION TO FREEZE ESTATES OF SIMON BERNSTEIN DUE TO ADMITTED AND ACKNOWLEDGED NOTARY PUBLIC FORGERY, FRAUD AND MORE BY THE LAW FIRM OF TESCHER & SPALLINA, P.A., ROBERT SPALLINA AND DONALD TESCHER ACTING AS ALLEGED PERSONAL REPRESENTATIVES AND THEIR LEGAL ASSISTANT AND NOTARY PUBLIC, KIMBERLY MORAN: MOTION FOR INTERIM DISTRIBUTION DUE TO EXTORTION BY ALLEGED PERSONAL REPRESENTATIVES AND OTHERS; MOTION TO STRIKE THE MOTION OF SPALLINA TO REOPEN THE ESTATE OF SHIRLEY; CONTINUED MOTION FOR REMOVAL OF ALLEGED PERSONAL REPRESENTATIVES AND ALLEGED SUCCESSOR TRUSTEE" submitted IN THE CIRCUIT COURT OF THE FIFTEEN JUDICIAL CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA. If you have any trouble with this email or the attached file please notify the sender and a new copy will be forwarded, for a printable copy please visit the URL www.iviewit.tv/20130904MotionFreezeEstatesSimonDueToAdmittedNotaryFraud.pdf

Thank you,

Eliot

Eliot I. Bernstein
Inventor
Iviewit Holdings, Inc. – DL
2753 N.W. 34th St.
Boca Raton, Florida 33434-3459
(561) 245.8588 (o)
(561) 886.7628 (c)
(561) 245-8644 (f)
iviewit@iviewit.tv
http://www.iviewit.tv

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Robert Spallina

From: Eliot Ivan Bernstein [iviewit@iviewit.tv]
Sent: Wednesday, September 04, 2013 12:58 PM
To: Robert Spallina; Donald Tescher; Ted Bernstein; Pamela Beth Simon; Jill M. Iantoni; Lisa; Lisa S. Friedstein
Subject: SERVICE OF MOTION - ESTATE OF SHIRLEY BERNSTEIN CASE NO. 502011CP000653XXXXSB
Attachments: 20130904 FINAL SIGNED PRINTED FILED Motion to Freeze Estates of Shirley Due to Admitted Notary Fraud low.pdf

Please accept the attached PDF file as service of the "NOTICE OF EMERGENCY MOTION TO FREEZE ESTATES OF SHIRLEY BERNSTEIN DUE TO ADMITTED AND ACKNOWLEDGED NOTARY PUBLIC FORGERY, FRAUD AND MORE BY THE LAW FIRM OF TESCHER & SPALLINA, P.A., ROBERT SPALLINA AND DONALD TESCHER ACTING AS ALLEGED PERSONAL REPRESENTATIVES AND THEIR LEGAL ASSISTANT AND NOTARY PUBLIC, KIMBERLY MORAN: MOTION FOR INTERIM DISTRIBUTION DUE TO EXTORTION BY ALLEGED PERSONAL REPRESENTATIVES AND OTHERS; MOTION TO STRIKE THE MOTION OF SPALLINA TO REOPEN THE ESTATE; CONTINUED MOTION FOR REMOVAL OF ALLEGED PERSONAL REPRESENTATIVES AND ALLEGED SUCCESSOR TRUSTEE" submitted IN THE CIRCUIT COURT OF THE FIFTEEN JUDICIAL CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA. If you have any trouble with this email or the attached file please notify the sender and a new copy will be forwarded. For a printable copy please visit URL www.iviewit.tv/20130904MotionFreezeEstatesShirleyDueToAdmittedNotaryFraud.pdf

Thank you,

Eliot

Eliot I. Bernstein
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Robert Spallina

From: Ted Bernstein [tbernstein@lifeinsuranceconcepts.com]
Sent: Tuesday, September 03, 2013 9:06 AM
To: Burbrink, Dave
Cc: Robert Spallina
Subject: Re: Simon Bernstein

Hi David - good speaking with you last week and reminiscing. I have copied Robert Spallina in this email. As the executor of my father's estate, he can help you with the $8000 paid up policy.

Take care,

Ted Bernstein
561-988-8984
tbernstein@lifeinsuranceconcepts.com

On Aug 29, 2013, at 4:57 PM, "Burbrink, Dave" <David_Burbrink@cinfin.com> wrote:

> Ted.
>
> I left you a message today. However, I also wanted to follow up with this email.
>
> During an audit of our records, we came across an old policy for your father, Simon Bernstein.
>
> Please give me a call so we can discuss it.
>
> Thanks..David.
>
> David Burbrink
> Vice President - LFS/LPS
> The Cincinnati Life Insurance Company
> david_burbrink@cinfin.com
> 513-870-2226
> Fax: 513-881-8101
>
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Robert Spallina

From: Ted Bernstein [tbernstein@lifeinsuranceconcepts.com]
Sent: Friday, August 30, 2013 11:35 AM
To: Eliot Bernstein (iviewit@gmail.com)
Subject: FW: Bernstein Grandchildren's trusts
Attachments: Simon L. Bernstein Amended and Restated Trust Agreement dtd 7-25-2012.pdf

Eliot,

Please let me know when you have opened the accounts that would need to be open before any potential distributions could be made to the children's trusts. Once you have done so, notify me with the information and I will need to forward you a standard release and refunding agreement that will need to be signed before any distributions can be made. Feel free to call me with any questions or concerns.

Ted

From: Kimberly Moran [mailto:kmoran@tescherspallina.com]
Sent: Thursday, August 22, 2013 12:09 PM
To: Ted Bernstein; lisa.friedstein@gmail.com; psimon@stpcorp.com; Jill Iantoni; iviewit@gmail.com
Cc: Robert Spallina
Subject: Bernstein Grandchildren's trusts

Dear Ladies and Gentlemen:

We know that some of you are in the process of opening the subtrust accounts, so attached is a copy of the Simon L. Bernstein Amended and Restated Trust Agreement dated July 25, 2012, together with a list of the trusts with their respective EIN numbers and titling suggestions, although some brokerage firms or banks may title the accounts in their own way. The trusts are as follows:

1. Eliot Bernstein, Trustee f/b/o Joshua Bernstein under the Simon L. Bernstein Trust dtd 09-13-2012 (EIN: 30-6348368)
2. Eliot Bernstein, Trustee f/b/o Daniel Bernstein under the Simon L. Bernstein Trust dtd 09-13-2012 (EIN: 30-6348373)
3. Eliot Bernstein, Trustee f/b/o Jake Bernstein under the Simon L. Bernstein Trust dtd 09-13-2012 (EIN: 30-6348374)

If you have any questions, please do not hesitate to contact us.

Best regards,

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

Robert Spallina

From: Eliot Bernstein [iviewit@gmail.com]
Sent: Friday, August 30, 2013 10:26 PM
To: 'Ted Bernstein'
Cc: Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Pamela Beth Simon; Jill M. Iantoni; Jill M. Iantoni; Lisa; Lisa S. Friedstein; Robert Spallina; Donald Tescher
Subject: RE: Bernstein Grandchildren's trusts
Attachments: 20130828 Motion to Reopen Estate and Set Evidentiary Hearing.pdf

Ted, responding to your letter below, attached is a Motion to Reopen Mom's estate filed by Spallina in the Probate court on August 28th 2013 for "irregularities" aka Admitted and Acknowledged Notary Forgery and Fraud of documents used in the closing documents in mom's estate. Your feign of confusion does not bid well with me now, as I have clearly articulated my points in the Motions and Petitions filed in both mom and dad's estates over the last several months alleging that documents were forged and fraudulent and other crimes you are central figure in and you are a named Respondent in those matters and Motions and Petitions, one that continues to fail to respond to them while acting in purported ignorance and continuing to violate Fiduciary roles and commit alleged crimes. You need counsel both legal and psychological it appears and again I ask are you representing yourself in your presumed fiduciary roles in the estates or do you have counsel? I have reported these criminal and civil matters to the proper authorities and after reviewing the materials in the Petitions and other documents I have served you, again, my advice would be to meet with criminal investigators and discuss the allegations against you in light of the ADMITTED AND ACKNOWLEDGED forged and fraudulent documents in the estates.

Mom and Dad would be ashamed of your actions and your actions may in fact at this stage be viewed as criminal in nature and they certainly did not raise us in that manner. They would be shamed how you have acted since their passing, I know Dad was ashamed after Mom passed of your behavior then and now I think he would get out of the wall and slap you upside the head for what you are doing. What you are doing to my children from Josh's car to the attempt to abscond with their school trust funds and insurance funds, to missing investment funds, lost insurance trusts, missing beneficiaries, missing accounts and items from the estate to selling assets behind my and my children's counsel backs is horrific and you bring much shame upon our family and maim the image of both mom and dad and our family by violating that first commandment and others. I have no intention of meeting with you without criminal authorities present and/or judicial authorities in court. In the interim I cannot sign anything or authorize any distribution until these civil and criminal matters are wholly resolved as to do so would be to be participating in fraud, words of caution to you to. In fact, these documents that were fraudulently submitted to the court are the documents alleged to have given those in charge their fiduciary powers. I am not getting into a letter writing campaign with you, you can make your points in court and feign ignorance there or with investigators and I suggest you should immediately turn over any information or knowledge you have regarding these crimes already admitted by Spallina & Tescher to investigators in the matters and fully confess any and all roles you may have played in this macabre scene you have created and continue to take part in.

I pray you have a good explanation for your actions and that is the best I can do for you now. I am glad to see after a year after dad's passing and just days after Spallina's admissions and his Notary Public confession to crimes, including but not limited to, Forgery, Fraud, Fraud on the Court, Mail and Wire Fraud and more, you are trying to contact me and not having further secreted meetings on how to move assets around me without my knowledge or consent. From this point forward however please have your counsel contact me if you have retained counsel for any of the conflicting roles you are assuming under presumed powers. Finally, I suggest you cancel any and all transactions made, including any sales or distribution of any kind and return all properties you or others have removed from the estates without my consent or knowledge in some cases. I know you are bitter that you were cut out of mom and dad's estates entirely, yet nothing can justify what you are doing with your new best friend Spallina to my family and the other beneficiaries at this point.

G-dbless you,

Eliot

From: Ted Bernstein [mailto:tbernstein@lifeinsuranceconcepts.com]
Sent: Friday, August 30, 2013 7:42 PM
To: 'Eliot Bernstein'
Cc: Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Pamela Beth Simon; Jill M. Iantoni; Jill M. Iantoni; Lisa; Lisa S. Friedstein; Robert L. Spallina, Esq. ~ Attorney at Law @ Tescher & Spallina, P.A.; Donald R. Tescher ~ Attorney at Law @ Tescher & Spallina, P.A.
Subject: RE: Bernstein Grandchildren's trusts

Eliot > I am not sure that I am following you. I do not understand how you arrive at the conclusions you have reached about criminal wrongdoing. Who is acting criminally and to what end? I honestly can not follow the path you are pursuing and what you are trying to achieve here. Maybe we should all get together to discuss the issues and you can shed light on who is acting improperly, what they should be doing to act properly, what you feel you have not received that you are entitled to receive, and why. I often find that much more gets accomplished when all the interested parties come together in one place. It is my understanding that you are representing yourself in these matters so you should be able to easily articulate your position. I know with certainty that all the interested parties here would like to put an end to the apparent confusion so that unnecessary time, effort and money can stop being wasted, money that will ultimately lessen the amount each beneficiary will receive. Please let me know if you would like me to arrange a meeting for all of us to meet.

I do not think that Mom and Dad wanted this to be the manner in which their assets were distributed. I think they left very clear instruction through carefully planned documentation, created by very competent professionals. I have not seen anything to suggest the contrary but you should feel free to bring the information you have to a meeting where these things can be made aware to the appropriate people who have been charged with these responsibilities.

In the interim, please send me the bank account information that I will need in the event that distributions are made. Once you have given me that information, I will send you the release and refund agreement that I will require before I can make a distribution.

Ted

From: Eliot Bernstein [mailto:iviewit@gmail.com]
Sent: Friday, August 30, 2013 2:06 PM
To: Ted Bernstein
Cc: Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Pamela Beth Simon; Jill M. Iantoni; Jill M. Iantoni; Lisa; Lisa S. Friedstein; Robert L. Spallina, Esq. ~ Attorney at Law @ Tescher & Spallina, P.A.; Donald R. Tescher ~ Attorney at Law @ Tescher & Spallina, P.A.
Subject: RE: Bernstein Grandchildren's trusts

Ted, please see the email below copied to you earlier and I advise again you take the same advice I gave Spallina and Tescher and cease and desist in any actions with the estates. Already, with the new admissions that the estate of Shirley was closed using ADMITTEDLY FORGED AND FRAUDULENT DOCUMENTS, for example, the real estate sale and other transactions you are doing may result in criminal charges against you as they were done only after these Forged and Fraudulent documents caused the closing of the estate. I am surprised that in whatever capacity(ies) you are writing to me for whichever estate you are representing below that you have not retained legal counsel to represent you in each fiduciary capacity you are acting in. As you know, these are most serious issues and crimes and to transact sales and distributions on knowingly forged and fraudulent documents that I have notified you of for months of may be construed as fraud. I am unaware of and have received no documents regarding trusts and have authorized no distributions or sales and have several times advised you not to act until these matters of Forged and Fraudulent documents in the

estates of mom and dad could be resolved by state and federal criminal actions filed and state and federal civil actions. I would also advise you or any other party putting back ALL assets of the estates of mom and dad until a court can properly dispose of them to the proper parties. Your continued rush to sell off assets behind my back, in meetings held with others and without me with intent is most egregious and perhaps criminal! Again I suggest getting counsel in these matters before further acting in any capacity in either estate; I am surprised your good pal Spallina is not also represented by counsel at this point, especially after admitting his firm sent knowingly forged and fraudulent documents to a state probate court and other documents used to change beneficiaries and appoint Spallina as Personal Representatives also appear to be legally void due to further fraud and more.

Eliot

From: Eliot Ivan Bernstein [mailto:iviewit@iviewit.tv]
Sent: Friday, August 30, 2013 8:54 AM
To: Janet Craig, CTFA ~ Senior Vice President & Compliance Officer @ Oppenheimer Trust Company (Janet.Craig@opco.com)
Cc: Caroline Prochotska Rogers Esq. (caroline@cprogers.com); Michele M. Mulrooney ~ Partner @ Venable LLP (mmulrooney@Venable.com); Andrew R. Dietz @ Rock It Cargo USA
Subject: FW: Bernstein Grandchildren's trusts

Janet, I have attached below correspondence sent to Tescher & Spallina P.A. regarding their Admitted and Acknowledged Forgery and Fraud in the estates of my parents. After reviewing the attached herein letter to Spallina et al and the "NOTICE OF MOTION FOR: INTERIM DISTRIBUTION FOR BENEFICIARIES NECESSARY LIVING EXPENSES, FAMILY ALLOWANCE, LEGAL COUNSEL EXPENSES TO BE PAID BY PERSONAL REPRESENTATIVES AND REIMBURSEMENT TO BENEFICIARIES SCHOOL TRUST FUNDS" I filed with the Probate Court regarding these Criminal Acts that I will forward shortly to you, I would suggest you rethink your prior correspondence to me regarding your cessation of funding the necessary life sustaining expenses for the minor children with virtually no notice of your dire actions, after you and Spallina had recent conversations to make these sudden and catastrophic changes if I did not release you from your fiduciary duties and hand over the remaining trust values to my brother Ted who is also alleged in the Motions to the Court to be acting in criminal conspiracy with Spallina to steal estate assets and now it appears steal my children's trust fund. In what capacity and on whose behalf was Spallina acting in directing your actions? This sign and transfer the fund OR ELSE no funding starting instantly for the children's living expenses appears an attempt to extort me to make these changes under duress and with knowledge of Criminal Acts committed by Spallina against the Beneficiaries. Due to these new revelations of Criminal Acts by Tescher & Spallina in submitting Fraudulent Documents in the estates, I will not be signing any documents or releasing any fiduciaries until the completion of state and federal investigations and determinations are made in state and federal civil actions already filed, as defined herein and in the documents that will be forwarded shortly.

I will be sending over the bills and expense reimbursements due as we have been for almost a year and anticipate that until you get a Court order approving your and Spallina's new plan to cease funding necessary living expenses that these expenses will continue to be paid without severing life sustaining funding that you are fully aware of its essential nature and know the catastrophic events that this will cause the minor children in your care. I will be sending you a more formal letter hopefully early next week detailing more of what is going on and how we should best protect the children during this new crises caused by Tescher & Spallina.

Thank you,

Eliot

Eliot I. Bernstein
Inventor
Iviewit Holdings, Inc. – DL

2753 N.W. 34th St.
Boca Raton, Florida 33434-3459
(561) 245.8588 (o)
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From: Eliot Bernstein [mailto:iviewit@gmail.com]
Sent: Tuesday, August 27, 2013 8:11 AM
To: 'Kimberly Moran'; Robert L. Spallina, Esq. ~ Attorney at Law @ Tescher & Spallina, P.A. (rspallina@tescherspallina.com); Donald R. Tescher ~ Attorney at Law @ Tescher & Spallina, P.A. (dtescher@tescherspallina.com)
Cc: Ted Bernstein; Pamela Beth Simon (psimon@stpcorp.com); Jill M. Iantoni (jilliantoni@gmail.com); Jill M. Iantoni (Iantoni_jill@ne.bah.com); Lisa (lisa.friedstein@gmail.com); Lisa S. Friedstein (Lisa@friedsteins.com); Caroline Prochotska Rogers Esq. (caroline@cprogers.com); Michele M. Mulrooney ~ Partner @ Venable LLP (mmulrooney@Venable.com); Marc R. Garber Esq. @ Flaster Greenberg P.C. (marcrgarber@verizon.net); Andrew R. Dietz @ Rock It Cargo USA
Subject: RE: Bernstein Grandchildren's trusts

Tescher & Spallina, P.A., Robert Spallina, Donald Tescher and Ms. Kimberly Moran,

Ms. Moran, Robert Spallina & Donald Tescher,

Ms. Moran, in reply to your employers letter below and your letter dated August 23, 2013 re "Estate of Simon Bernstein – Disposition of Jewelry", I am advising you personally and your employer Tescher & Spallina PA and its partners to refrain from any further actions in the estates of Simon and Shirley Bernstein until the probate court and state criminal authorities can make determinations regarding the ultimate beneficiaries of the estates, due to your admitted and acknowledged criminal fraud and forgery on documents submitted by Tescher & Spallina, Spallina, Tescher and yourself

to the courts in the estates. Your admission and acknowledgement to the Florida Governor's Notary Public investigation of the complaints I filed against you and your employer, of your having committed Notary Fraud and Forgery in documents submitted to the courts in the estates, acting on behalf of your employer Spallina & Tescher, Robert Spallina and Donald Tescher, null and voids many, if not all, of the documents in the estates. Many other documents than the six you have admittedly forged and fraudulently notarized, also appear to have been improperly and allegedly signed and notarized improperly, including those giving powers to your employers as Personal Representatives via now legally invalid Wills and Trusts and thus negate their fiduciary duties and legal right to sell and distribute assets in the estates. Many documents requested are still being suppressed by your offices from several of the beneficiaries and interested parties and all of these documents will need to be examined for further evidence of Forgery and Fraud before any action with any assets can now legally be taken.

Each and every action you and your employers are taking with these fraudulently obtained fiduciary powers and admittedly forged and fraudulent documents will be further reported to state and/or federal authorities as further alleged criminal acts enabled by your admitted fraud and forgery with the documents and fraud upon the Probate Court and Beneficiaries. I am personally surprised and offended that you are contacting me at all on behalf of your employers while you are both aware that you are being investigated by state agencies in ongoing investigations of you and your employer and where you have already admitted and acknowledged Fraud and Forgery in my parents' estates. Since the ultimate beneficiaries cannot be determined until these matters and matters with the courts are fully resolved, any sales or distributions appear to be further criminal acts and I advise both you and your employers to instead immediately turn over all documents, records and assets in my parents estates to the Probate Court and then turn yourselves in to criminal authorities and further beg for mercy as you have already done with the Florida Governor's office for leniency for your admitted and acknowledged crimes against my family. A word of caution Ms. Moran, next time you attempt to confess to crimes you should be more truthful in your statements under penalty of perjury, for I will now be filing charges of alleged perjury for your misleading statements to the Governor's Office Notary Public investigators. Remember a confession should be without blemish and your statements are fraught with further lies and alleged criminal perjury leaving you instead with "unclean hands."

Below is a list of submissions to the Probate Court I have made in my mother's estate, similar documents were filed in my father's estate with the court that further reveal the crimes being alleged against you and your employer and I advise you and your employers to respond to the Petitions prior to our 1 hour hearing that has been approved by the judge and to be soon scheduled to hear the matters. IMMEDIATELY CEASE AND DESIST ANY FURTHER ACTIONS IN THE ESTATES OF SIMON AND SHIRLEY BERNSTEIN.

A. May 06, 2013, Docket #34, "EMERGENCY PETITION TO: FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SHIRLEY BERNSTEIN AND MORE"

1. www.iviewit.tv/20130506PetitionFreezeEstates.pdf 15th Judicial Florida Probate Court and
2. www.iviewit.tv/20130512MotionRehearReopenObstruction.pdf US District Court Pages 156-582

B. May 29, 2013, Docket #37 "RENEWED EMERGENCY PETITION"

1. www.iviewit.tv/20130529RenewedEmergencyPetitionShirley.pdf

C. June 26, 2013, Docket #39 "MOTION TO: CONSIDER IN ORDINARY COURSE THE EMERGENCY PETITION TO FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SHIRLEY BERNSTEIN AND MORE FILED BY PETITIONER"

1. www.iviewit.tv/20130626MotionReconsiderOrdinaryCourseShirley.pdf

D. July 15, 2013, Docket #40 "MOTION TO RESPOND TO THE PETITIONS BY THE RESPONDENTS"

1. www.iviewit.tv/20130714MotionRespondPetitionShirley.pdf

E. July 24, 2013 Docket #41 "MOTION TO REMOVE PERSONAL REPRESENTATIVES" for insurance fraud and more.

1. www.iviewit.tv/20130724ShirleyMotionRemovePR.pdf

Thank You,
Eliot

From: Kimberly Moran [mailto:kmoran@tescherspallina.com]
Sent: Thursday, August 22, 2013 12:09 PM
To: tbernstein@lifeinsuranceconcepts.com; lisa.friedstein@gmail.com; psimon@stpcorp.com; Jill Iantoni; iviewit@gmail.com
Cc: Robert Spallina
Subject: Bernstein Grandchildren's trusts

Dear Ladies and Gentlemen:

We know that some of you are in the process of opening the subtrust accounts, so attached is a copy of the Simon L. Bernstein Amended and Restated Trust Agreement dated July 25, 2012, together with a list of the trusts with their respective EIN numbers and titling suggestions, although some brokerage firms or banks may title the accounts in their own way. The trusts are as follows:

1. Jill Iantoni, Trustee f/b/o Julia Iantoni under the Simon Bernstein Trust dtd 09-13-2012 (EIN: 30-6348369)
2. Ted Bernstein, Trustee f/b/o Alexandra Bernstein under the Simon L. Bersntein Trust dtd 09-13-2012 (EIN: 30-6348370)
3. Ted Bernstein, Trustee f/b/o Eric Bernstein under the Simon L. Bernstein Trust dtd 09-13-2012 (EIN: 30-6348371)
4. Ted Bernstein, Trustee f/b/o Michael Bernstein under the Simon L. Bernstein Trust dtd 09-13-2012 (EIN: 30-6348372)
5. Eliot Bernstein, Trustee f/b/o Joshua Bernstein under the Simon L. Bernstein Trust dtd 09-13-2012 (EIN: 30-6348368)
6. Eliot Bernstein, Trustee f/b/o Daniel Bernstein under the Simon L. Bernstein Trust dtd 09-13-2012 (EIN: 30-6348373)
7. Eliot Bernstein, Trustee f/b/o Jake Bernstein under the Simon L. Bernstein Trust dtd 09-13-2012 (EIN: 30-6348374)
8. Pam Simon, Trustee f/b/o Molly Simon under the Simon L. Bersntein Trust dtd 09-13-2012 (EIN: 30-6372583)
9. Lisa Friedstein, Trustee f/b/o Max Friedstein under the Simon L. Berstein Trust dtd 09-13-2012 (EIN: 30-6372584)
10. Lisa Friedstein, Trustee f/b/o Carly Friedstein under the Simon L. Bernstein Trust dtd 09-13-2012 (EIN: 30-6372585)

If you have any questions, please do not hesitate to contact us.

Best regards,

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008

Fax: (561) 997-7308

From: Ted Bernstein [mailto:tbernstein@lifeinsuranceconcepts.com]
Sent: Friday, August 30, 2013 11:35 AM
To: Eliot Bernstein (iviewit@gmail.com)
Subject: FW: Bernstein Grandchildren's trusts

Eliot,

Please let me know when you have opened the accounts that would need to be open before any potential distributions could be made to the children's trusts. Once you have done so, notify me with the information and I will need to forward you a standard release and refunding agreement that will need to be signed before any distributions can be made. Feel free to call me with any questions or concerns.

Ted

From: Kimberly Moran [mailto:kmoran@tescherspallina.com]
Sent: Thursday, August 22, 2013 12:09 PM
To: Ted Bernstein; lisa.friedstein@gmail.com; psimon@stpcorp.com; Jill Iantoni; iviewit@gmail.com
Cc: Robert Spallina
Subject: Bernstein Grandchildren's trusts

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1. Eliot Bernstein, Trustee f/b/o Joshua Bernstein under the Simon L. Bernstein Trust dtd 09-13-2012 (EIN: 30-6348368)
2. Eliot Bernstein, Trustee f/b/o Daniel Bernstein under the Simon L. Bernstein Trust dtd 09-13-2012 (EIN: 30-6348373)
3. Eliot Bernstein, Trustee f/b/o Jake Bernstein under the Simon L. Bernstein Trust dtd 09-13-2012 (EIN: 30-6348374)

If you have any questions, please do not hesitate to contact us.

Best regards,

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

Robert Spallina

From: Donald Tescher
Sent: Friday, August 30, 2013 9:25 AM
To: Ted Bernstein; Pam Simon; Jill Iantoni; Lisa
Cc: Robert Spallina
Subject: Estates and Trusts of Shirley & Simon Bernstein and Related Entities

All –

Sorry for the delay in getting this to you as I had promised when I participated on our recent conference call. It takes me a little longer to turn around matters as I work from Cape Cod in the Summer.

In reviewing our billings to date, which encompass virtually a year, over the year we have billed your father's estate and trust a total of $105,000 from Sep 2012 thru Aug 2013. For this purpose, the estate and trust includes unreimbursed fees on the Shirley Trust (approximately $ 15-20K), the 1995 Insurance Trust (approximately $20-25K) and Bernstein Family Realty, LLC ($10,000). As a result, our fees on Si's estate and trust matters over the last year have been approximately $50K-$60K. In that regard we have opened the estate and filed the relevant documents, have consulted and met with outside counsel on the Stansbury litigation (and Eliot matters) and on another claim in litigation, dealt with Eliot and his counsel on all of his matters, worked with the accountants on tax return matters and related items, worked with JP Morgan on the asset management and loan matters, dealt with creditor issues, dealt with appraisers and potential purchaser of the jewelry, and communicated with Ted on a very regular basis as liaison for all of you in addition to our conference calls and individual calls over the last year. Unfortunately, your father's affairs were not left in the best order and the business litigation has spilled over to the trusts and estate making normal administration more difficult. Furthermore, his decision to by-pass you children in favor of his grandchildren has exhasperated the issues in trying to deal with Eliot which has become a continuing, ongoing process with no resolution in site. I believe that we have adequately expressed our concerns in this regard to you.

As we discussed, under normal circumstances the Shirley Trust assets would have already been distributed to the Grandchildren's Trusts created under Si's Trust (based upon the exercise of his power of appointment under his will) but for the fact that the Shirley Trust is still a party in the Stansbury litigation and as to distributions to trusts for Eliot's children, we have advised Ted that the trustee of those trusts needs to sign off on a Receipt, Release and Refunding Agreement (or alternatively, Ted needs to prepare a formal accounting and serve it on all to commence the running of the 6 month statute of limitations to cut off a beneficiary's right to sue him).

It is not our usual practice to serve as fiduciaries for our clients; however, in certain limited situations we have undertaken that role. Under the Florida Statutes, an attorney serving as a Personal Representative or Trustee can be compensated for both legal and fiduciary fees. We have not, nor do we intend to bill for Personal Representative fees or Trustee fees and have been conservative in our billing of the estate out of respect for your parents with whom we enjoyed a very nice relationship, and have attempted to minimize duplication of Robert's and my time. At the appropriate time we will provide a complete accounting of our fees and all estate expenses to date.

Having said that, we need to reign your brother in before he single handedly depletes the estate and trust assets with all of his nonsense. The amount of time, energy and effort that he is expending and the lies he is telling are incredible. We don't necessarily have an answer for this yet but we hope that somehow that one or more of you is able to reason with him and put an end to this. Your parents would certainly not appreciate the mockery he has made of their estates.

Again, sorry for the delay in getting this information to you. Going forward we will provide you with monthly bills so there is no further misunderstanding and better transparency.

Donald R. Tescher, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
dtescher@tescherspallina.com

If you would like to learn more about TESCHER & SPALLINA, P.A., please visit our website at www.tescherspallina.com

Pursuant to the provisions of Internal Revenue Service Circular 230 that apply to written advice provided by Federal Tax practitioners, please be advised (a) that if any advice herein relating to a Federal tax issue would, but for this disclaimer, constitute a "reliance opinion" within the meaning of Circular 230, such advice is not intended or written to be used, and cannot be used by the affected taxpayer, for the purpose of avoiding penalties that may be imposed on the taxpayer, and (b) any written statement contained herein relating to any Federal tax issue may not be used by any person to support the promotion or marketing of, or to recommend, any Federal tax transaction(s) or matter(s) addressed herein. We would be happy to discuss the effect of this disclaimer, and alternatives to this disclaimer, with you if desired.

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LAW OFFICES
TESCHER & SPALLINA, P.A.

BOCA VILLAGE CORPORATE CENTER I
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FLORIDA 33431

ATTORNEYS
DONALD R. TESCHER
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TOLL FREE: 888-997-7008
WWW.TESCHERSPALLINA.COM

SUPPORT STAFF
DIANE DUSTIN
KIMBERLY MORAN
SUANN TESCHER

August 29, 2013

The Honorable Martin H. Colin
Attn: Sherri, Judicial Assistant
Palm Beach South County Courthouse
200 W. Atlantic Avenue
Delray Beach, FL 33444

Re: Estate of Shirley Bernstein
Case No. 502011CP000653XXXXSB

Dear Sherri:

Please see the enclosed Notice of Hearing on the Motion to Reopen Estate and Set Evidentiary Hearing. The hearing is set for Monday, October 28, 2013 at 11:00 A.M., and has been served on all interested parties.

If you have any questions regarding the foregoing, please do not ~~hesitate to~~ contact me.

Sincerely,

ROBERT L. SPALLINA

RLS/km

Enclosures

Robert Spallina

From: Eliot Bernstein [iviewit@gmail.com]
Sent: Wednesday, August 28, 2013 9:56 PM
To: Robert Spallina; Donald Tescher; Ted Bernstein; Pamela Beth Simon; Jill M. Iantoni; Jill M. Iantoni; Lisa; Lisa S. Friedstein
Subject: SERVICE OF MOTION - ESTATE OF SIMON BERNSTEIN CASE NO. 2012CP004391 IX
Attachments: 20130828 FINAL SIGNED PRINTED Motion for Family Allowance Simon Low.pdf

Please accept the attached PDF file as service of the "NOTICE OF MOTION FOR: INTERIM DISTRIBUTION FOR BENEFICIARIES NECESSARY LIVING EXPENSES, FAMILY ALLOWANCE, LEGAL COUNSEL EXPENSES TO BE PAID BY PERSONAL REPRESENTATIVES AND REIMBURSEMENT TO BENEFICIARIES SCHOOL TRUST FUNDS" submitted IN THE CIRCUIT COURT OF THE FIFTEEN JUDICIAL CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA. If you have any trouble with this email or the attached file please notify the sender and a new copy will be forwarded. Petitioner will call to confirm receipt of this email and the attachments and if no response is made from you to either this email or the call it will be assumed that you have received this Service of Motion.

Thank you,

Eliot

Eliot I. Bernstein
Inventor
Iviewit Holdings, Inc. – DL
2753 N.W. 34th St.
Boca Raton, Florida 33434-3459
(561) 245.8588 (o)
(561) 886.7628 (c)
(561) 245-8644 (f)
iviewit@iviewit.tv
http://www.iviewit.tv

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Robert Spallina

From: Eliot Bernstein [iviewit@gmail.com]
Sent: Wednesday, August 28, 2013 9:56 PM
To: Robert Spallina; Donald Tescher; Ted Bernstein; Pamela Beth Simon; Jill M. Iantoni; Jill M. Iantoni; Lisa; Lisa S. Friedstein
Subject: SERVICE OF MOTION - ESTATE OF SHIRLEY BERNSTEIN CASE NO. 20I2CP004391 IX
Attachments: 20130828 FINAL SIGNED PRINTED Motion for Family Allowance Shirley Low.pdf

Please accept the attached PDF file as service of the "NOTICE OF MOTION FOR: INTERIM DISTRIBUTION FOR BENEFICIARIES NECESSARY LIVING EXPENSES, FAMILY ALLOWANCE, LEGAL COUNSEL EXPENSES TO BE PAID BY PERSONAL REPRESENTATIVES AND REIMBURSEMENT TO BENEFICIARIES SCHOOL TRUST FUNDS" submitted IN THE CIRCUIT COURT OF THE FIFTEEN JUDICIAL CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA. If you have any trouble with this email or the attached file please notify the sender and a new copy will be forwarded. Petitioner will call to confirm receipt of this email and the attachments and if no response is made from you to either this email or the call it will be assumed that you have received this Service of Motion.

Thank you,

Eliot

Eliot I. Bernstein
Inventor
Iviewit Holdings, Inc. – DL
2753 N.W. 34th St.
Boca Raton, Florida 33434-3459
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Robert Spallina

From: Eliot Bernstein [iviewit@gmail.com]
Sent: Tuesday, August 27, 2013 8:11 AM
To: Kimberly Moran; Robert Spallina; Donald Tescher
Cc: Ted Bernstein; Pamela Beth Simon; Jill M. Iantoni; Jill M. Iantoni; Lisa; Lisa S. Friedstein; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Andrew R. Dietz @ Rock It Cargo USA
Subject: RE: Bernstein Grandchildren's trusts

Tescher & Spallina, P.A., Robert Spallina, Donald Tescher and Ms. Kimberly Moran,

Ms. Moran, Robert Spallina & Donald Tescher,

Ms. Moran, in reply to your employers letter below and your letter dated August 23, 2013 re "Estate of Simon Bernstein – Disposition of Jewelry", I am advising you personally and your employer Tescher & Spallina PA and its partners to refrain from any further actions in the estates of Simon and Shirley Bernstein until the probate court and state criminal authorities can make determinations regarding the ultimate beneficiaries of the estates, due to your admitted and acknowledged criminal fraud and forgery on documents submitted by Tescher & Spallina, Spallina, Tescher and yourself to the courts in the estates. Your admission and acknowledgement to the Florida Governor's Notary Public investigation of the complaints I filed against you and your employer, of your having committed Notary Fraud and Forgery in documents submitted to the courts in the estates, acting on behalf of your employer Spallina & Tescher, Robert Spallina and Donald Tescher, null and voids many, if not all, of the documents in the estates. Many other documents than the six you have admittedly forged and fraudulently notarized, also appear to have been improperly and allegedly signed and notarized improperly, including those giving powers to your employers as Personal Representatives via now legally invalid Wills and Trusts and thus negate their fiduciary duties and legal right to sell and distribute assets in the estates. Many documents requested are still being suppressed by your offices from several of the beneficiaries and interested parties and all of these documents will need to be examined for further evidence of Forgery and Fraud before any action with any assets can now legally be taken.

Each and every action you and your employers are taking with these fraudulently obtained fiduciary powers and admittedly forged and fraudulent documents will be further reported to state and/or federal authorities as further alleged criminal acts enabled by your admitted fraud and forgery with the documents and fraud upon the Probate Court and Beneficiaries. I am personally surprised and offended that you are contacting me at all on behalf of your employers while you are both aware that you are being investigated by state agencies in ongoing investigations of you and your employer and where you have already admitted and acknowledged Fraud and Forgery in my parents' estates. Since the ultimate beneficiaries cannot be determined until these matters and matters with the courts are fully resolved, any sales or distributions appear to be further criminal acts and I advise both you and your employers to instead immediately turn over all documents, records and assets in my parents estates to the Probate Court and then turn yourselves in to criminal authorities and further beg for mercy as you have already done with the Florida Governor's office for leniency for your admitted and acknowledged crimes against my family. A word of caution Ms. Moran, next time you attempt to confess to crimes you should be more truthful in your statements under penalty of perjury, for I will now be filing charges of alleged perjury for your misleading statements to the Governor's Office Notary Public investigators. Remember a confession should be without blemish and your statements are fraught with further lies and alleged criminal perjury leaving you instead with "unclean hands."

Below is a list of submissions to the Probate Court I have made in my mother's estate, similar documents were filed in my father's estate with the court that further reveal the crimes being alleged against you and your employer and I advise you and your employers to respond to the Petitions prior to our 1 hour hearing that has been approved by the judge and to be soon scheduled to hear the matters. IMMEDIATELY CEASE AND DESIST ANY FURTHER ACTIONS IN THE ESTATES OF SIMON AND SHIRLEY BERNSTEIN.

A. May 06, 2013, Docket #34, "EMERGENCY PETITION TO: FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SHIRLEY BERNSTEIN AND MORE"

1. www.iviewit.tv/20130506PetitionFreezeEstates.pdf 15th Judicial Florida Probate Court and
2. www.iviewit.tv/20130512MotionRehearReopenObstruction.pdf US District Court Pages 156-582

B. May 29, 2013, Docket #37 "RENEWED EMERGENCY PETITION"

1. www.iviewit.tv/20130529RenewedEmergencyPetitionShirley.pdf

C. June 26, 2013, Docket #39 "MOTION TO: CONSIDER IN ORDINARY COURSE THE EMERGENCY PETITION TO FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SHIRLEY BERNSTEIN AND MORE FILED BY PETITIONER"

1. www.iviewit.tv/20130626MotionReconsiderOrdinaryCourseShirley.pdf

D. July 15, 2013, Docket #40 "MOTION TO RESPOND TO THE PETITIONS BY THE RESPONDENTS"

1. www.iviewit.tv/20130714MotionRespondPetitionShirley.pdf

E. July 24, 2013 Docket #41 "MOTION TO REMOVE PERSONAL REPRESENTATIVES" for insurance fraud and more.

1. www.iviewit.tv/20130724ShirleyMotionRemovePR.pdf

Thank You,
Eliot

From: Kimberly Moran [mailto:kmoran@tescherspallina.com]
Sent: Thursday, August 22, 2013 12:09 PM
To: tbernstein@lifeinsuranceconcepts.com; lisa.friedstein@gmail.com; psimon@stpcorp.com; Jill Iantoni; iviewit@gmail.com
Cc: Robert Spallina
Subject: Bernstein Grandchildren's trusts

Dear Ladies and Gentlemen:

We know that some of you are in the process of opening the subtrust accounts, so attached is a copy of the Simon L. Bernstein Amended and Restated Trust Agreement dated July 25, 2012, together with a list of the trusts with their respective EIN numbers and titling suggestions, although some brokerage firms or banks may title the accounts in their own way. The trusts are as follows:

1. Jill Iantoni, Trustee f/b/o Julia Iantoni under the Simon Bernstein Trust dtd 09-13-2012 (EIN: 30-6348369)
2. Ted Bernstein, Trustee f/b/o Alexandra Bernstein under the Simon L. Bersntein Trust dtd 09-13-2012 (EIN: 30-6348370)
3. Ted Bernstein, Trustee f/b/o Eric Bernstein under the Simon L. Bernstein Trust dtd 09-13-2012 (EIN: 30-6348371)
4. Ted Bernstein, Trustee f/b/o Michael Bernstein under the Simon L. Bernstein Trust dtd 09-13-2012 (EIN: 30-6348372)
5. Eliot Bernstein, Trustee f/b/o Joshua Bernstein under the Simon L. Bernstein Trust dtd 09-13-2012 (EIN: 30-6348368)
6. Eliot Bernstein, Trustee f/b/o Daniel Bernstein under the Simon L. Bernstein Trust dtd 09-13-2012 (EIN: 30-6348373)
7. Eliot Bernstein, Trustee f/b/o Jake Bernstein under the Simon L. Bernstein Trust dtd 09-13-2012 (EIN: 30-6348374)

8. Pam Simon, Trustee f/b/o Molly Simon under the Simon L. Bersntein Trust dtd 09-13-2012 (EIN: 30-6372583)
9. Lisa Friedstein, Trustee f/b/o Max Friedstein under the Simon L. Berstein Trust dtd 09-13-2012 (EIN: 30-6372584)
10. Lisa Friedstein, Trustee f/b/o Carly Friedstein under the Simon L. Bernstein Trust dtd 09-13-2012 (EIN: 30-6372585)

If you have any questions, please do not hesitate to contact us.

Best regards,

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

Robert Spallina

From: Ted Bernstein [tbernstein@lifeinsuranceconcepts.com]
Sent: Monday, August 19, 2013 3:10 PM
To: Robert Spallina
Subject: RE: Need to speak with you

OK, will be late today or after 4 tomorrow? If you would like me to reach you before 4 tomorrow, let me know and I will make sure it's today.

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Monday, August 19, 2013 2:59 PM
To: Ted Bernstein
Subject: Need to speak with you

Robert L. Spallina, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
E-mail: rspallina@tescherspallina.com

If you would like to learn more about TESCHER & SPALLINA, P.A., please visit our website at www.tescherspallina.com

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TIME : JUL-26-2013 02:34PM
TEL NUMBER : +5619977308
NAME : TESCHER & SPALLINA

FILE NUMBER	:	627
DATE	:	JUL-26 02:23PM
TO	:	19547710545
DOCUMENT PAGES	:	065
START TIME	:	JUL-26 02:23PM
END TIME	:	JUL-26 02:34PM
SENT PAGES	:	065
STATUS	:	OK

FILE NUMBER : 627 *** SUCCESSFUL TX NOTICE ***

Mark R. Manceri, Esq.

Fax No. 954-771-0545

FAX

DATE: Friday, July 26, 2013

FROM: Robert L. Spallina, Esq.
Tescher & Spallina, P.A.
Boca Village Corporate Center 1
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
(561) 997-7008/(800) 997-7008
(561) 997-7308 (fax)
E-mail:RSPALLINA@TESCHERSPALLINA.COM
-or- WWW.TESCHERSPALLINA.COM

FILE NO.: Estate of Simon Bernstein/11187.006

WE ARE TRANSMITTING 63 PAGE(S), INCLUDING THIS COVER SHEET. IF YOU DO NOT RECEIVE ALL THE PAGES, PLEASE CONTACT US AS SOON AS POSSIBLE.

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Mark R. Manceri, Esq.

Fax No. 954-771-0545

FAX

DATE: Friday, July 26, 2013

==========

FROM:
Robert L. Spallina, Esq.
Tescher & Spallina, P.A.
Boca Village Corporate Center I
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
(561) 997-7008/(800) 997-7008
(561) 997-7308 (fax)
E-mail:RSPALLINA@TESCHERSPALLINA.COM
-or- WWW.TESCHERSPALLINA.COM

FILE NO.: **Estate of Simon Bernstein/11187.006**

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Kimberly Moran

From: Kimberly Moran
Sent: Monday, May 20, 2013 2:55 PM
To: 'mrmlaw@comcast.net'
Cc: Robert Spallina
Subject: Bernstein Estate

Attachments: DOC052013.pdf

DOC052013.pdf
(647 KB)

Dear Mr. Manceri:

Please see the attached which we received via U.S. Mail from Eliot Bernstein.

Please call Mr. Spallina with any questions.

Best regards,

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

May 17, 2012

Robert L. Spallina, Esq.
Tescher & Spallina, P.A.
Boca Village Corporate Center I
4855 Technology Way
Suite 720
Boca Raton, FL 33431

Hi Robert ~ attached is the Waiver of Accounting and Portions of Petition For Discharge; Waiver of Service of Petition for Discharge; and Receipt of Beneficiary and Consent to Discharge. As I mentioned in the phone call, I have not seen any of the underlying estate documents or my mother's will at this point, yet I sign this document after our family call so that my father can be released of his duties as Personal Representative and put whatever matters that were causing him stress to rest. For my trustees I would like the following individuals in the following order to be trustees:

1. Caroline Prochatska Rogers, Esq.
   3500 North Lake Shore Drive
   17th Floor
   Chicago, IL 60657
   (773) 804-9400 ext 19
   caroline@cprogers.com

2. Michele M. Mulrooney, Esq.
   mmulrooney@Venable.com
   (will get new address shortly)

3. Andrew & Donna Dietz
   2002 Circle Drive
   Hermosa Beach, California 90254
   (310) 410-0936 ext1271
   andyd@rockitcargo.com

Please send copies of all estate documents to Caroline and Michele and if my dad would like them to keep the information private and confidential, including from me, until some later point in time, you can arrange that with them directly with my approval granted herein. Please also reply to this email to confirm receipt, a hard copy of my signed document will be sent via mail. Thank you for your efforts on behalf of my family ~ Eliot

Eliot I. Bernstein
Inventor
Iviewit Holdings, Inc. – DL
Iviewit Holdings, Inc. – DL (yes, two identically named)
Iviewit Holdings, Inc. – FL
Iviewit Technologies, Inc. – DL
Uviewit Holdings, Inc. - DL
Uview.com, Inc. – DL
Iviewit.com, Inc. – FL
Iviewit.com, Inc. – DL
I.C., Inc. – FL
Iviewit.com LLC – DL

[redacted]

Estate of Shirley Bernstein
Litigation Pleadings

11187.005

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

10-25-13 10:00A
RL 755

IN RE: ESTATE OF

SHIRLEY BERNSTEIN,

Deceased.

PROBATE DIVISION

Case No.: 502011CP000653XXXXSB

/

SUBPOENA FOR HEARING

THE STATE OF FLORIDA:

TO: Robert Louis Spallina
Tescher & Spallina, P.A.
4855 Technology Way Ste 720
Boca Raton, Florida 33431

YOU ARE COMMANDED to appear at the hearing set before The Honorable Martin H. Colin at the South Palm Beach County Courthouse, courtroom 8, 200 W. Atlantic Ave., Delray Beach, Florida 33444, commencing on the 28th day of October, 2013 at 4:00 p.m. and to continue for one (1) hour to testify in this action. If you fail to appear, you may be held in contempt of court.

You are subpoenaed to appear by the following attorney, and unless excused from this subpoena by this attorney or the court, you shall respond to this subpoena as directed.

DATED this 24th day of October, 2013.

For the Court

HUTH & PRATT
2101 N.W. Corporate Boulevard, Suite 400
Boca Raton, Florida 33431
Telephone: (561) 392-1800
Facsimile: (561) 392-3535

Brandan J. Pratt, Esq.
Florida Bar No. 010745
Primary E-Mail: bpratt@huthpratt.com
Secondary E-mail: liza@huthpratt.com

Any minor subpoenaed for testimony shall have the right to be accompanied by a parent or guardian at all times during the taking of testimony notwithstanding the invocation of the rule of sequestration of Section 90.616, Florida Statutes, except upon a showing that the presence of a parent or guardian is likely to have a material, negative impact on the credibility or accuracy of the minor's testimony, or that the interests of the parent or guardian are in actual or potential conflict with the interests of the minor.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Krista Garber, ADA Coordinator in the Administrative Office of the Court, Palm Beach County Courthouse, 205 North Dixie Highway, Room 5.2500, West Palm Beach, Florida 33401; telephone number 561-355-4380 within two (2) working days of receiving this notice; if you are hearing or voice impaired, call 1-800-955-8770.

IN THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased

CASE NO. 50 2011 CP 000653 XXXX SB

Judge: MARTIN H. COLIN
Room #:
Telephone: 561-330-1750
Clerk's Office Tel.: 561-274-1588
(For **Ex Parte**, request file by **10:00 a.m.**)

DOD: **12/08/2010**
SS#: **347-30-9749**
Estate ID: **30-6283128**
Trust ID: **46-6235212**
www.15thcircuit.com/probate

FOR EX PARTE: Request file by 10:00 a.m. the day prior online at www.15thcircuit.com/probate

Our File No. **11187.005**

No.	Description	Filing Date
18.	Eliot Bernstein's First Set of Interrogatories Propounded on Theodore S. Bernstein	November 1, 2013
19.	Amended Notice of UMC Hearing (re: David Pratt Motion to Withdraw)	November 11, 2013
20.	Order (from Judge Colin)	November 14, 2013
21.	Motion to Tax Attorney's Fees and Costs	December 2, 2013
22.	Motion to Tax Attorney's Fees and Costs and Impose Sanctions	December 10, 2013
23.	Beneficiary and Interested Party Eliot Bernstein Objections to Successor Personal Representative's Objections to First Set of Interrogatories and First Request for Production of Documents and Things Propounded by Eliot Bernstein	December 10, 2013

IN THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased

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Our File No. **11187.005**

No.	Description	Filing Date
	Appoint New Personal Representatives, Investigate Forged and Fraudulent Documents Submitted to This Court and Other Interested Parties, Rescind Signature of Eliot Bernstein in Estate of Shirley Bernstein and More	
9.	Motion to: Consider In Ordinary Course the Emergency Petition to Freeze Estate Assets, Appoint New Personal Representatives, Investigate Forged and Fraudulent Documents Submitted to This Court and Other Interested Parties, Rescind Signature of Eliot Bernstein in Estate of Shirley Bernstein and More Filed by Petitioner	June 26, 2013
10.	Motion to Respond to the Petitions by the Respondents	July 15, 2013
11.	Motion to Remove Personal Representatives	July 24, 2013
12.	Notice of Motion for: Interim Distribution for Beneficiaries Necessary Living Expenses, Family Allowance, Legal Counsel Expenses to be Paid by Personal Representatives and Reimbursement to Beneficiaries School Trust Funds	July 24, 2013
13.	Motion to Reopen Estate and Set Evidentiary Hearing	August 28, 2013
14.	Notice of Emergency Motion to Freeze Estates of Shirley Bernstein Due to Admitted and Acknowledged Notary Public Forgery, Fraud and More...	Sept. 4, 2013
15.	Order Setting Hearing (Friday September 13, 2013)	September 4, 2013
16.	Notice of Filing	October 16, 2013
17.	Eliot Bernstein's First Request for Production of Documents and Things Propounded on Theodore S. Bernstein	November 1, 2013

IN THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased

CASE NO. 50 2011 CP 000653 XXXX SB

Judge: Martin H. Colin
Room #:
Telephone: 561-330-1750
Clerk's Office Tel.: 561-274-1588
For **Ex Parte**, request file at www.15thcircuit.com/probate **by 2:00 the day prior of UMC**

DOD: **12/08/2010**
SS#: **347-30-9749**
Estate ID: **30-6283128**
Trust ID: **46-6235212**

Our File No. **11187.005**

No.	Description	Filing Date
1.	Will of Shirley Bernstein dtd. May 20, 2008	February 10, 2011
2.	Shirley Bernstein Trust Agreement dated May 20, 2008	
3.	Proof of Service of Emergency Petition to: Freeze Estate Assets, Appoint New Personal Representatives, Investigate Forged and Fraudulent Documents Submitted to this Court and Other Interested Parties, Rescind Signature of Eliot Bernstein in Estate of Shirley Bernstein and More	May 6, 2013
4.	Order Denying Proof of Service of Emergency Petition to: Freeze Estate Assets, Appoint New Personal Representatives, Investigate Forged and Fraudulent Documents Submitted to this Court and Other Interested Parties, Rescind Signature of Eliot Bernstein in Estate of Shirley Bernstein and More	May 8, 2013
5.	Amended Order Denying Proof of Service of Emergency Petition to: Freeze Estate Assets, Appoint New Personal Representatives, Investigate Forged and Fraudulent Documents Submitted to this Court and Other Interested Parties, Rescind Signature of Eliot Bernstein in Estate of Shirley Bernstein and More	May 8, 2013
6.	Proof of Service of Emergency Petition to: Freeze Estate Assets, Appoint New Personal Representatives, Investigate Forged and Fraudulent Documents Submitted to this Court and Other Interested Parties, Rescind Signature of Eliot Bernstein in Estate of Shirley Bernstein and More	May 14, 2013
7.	Renewed Emergency Petition to: Freeze Estate Assets, Appoint New Personal Representatives, Investigate Forged and Fraudulent Documents Submitted to This Court and Other Interested Parties, Rescind Signature of Eliot Bernstein in Estate of Shirley Bernstein and More	May 30, 2013
8.	Order Denying Renewed Emergency Petition to: Freeze Estate Assets,	May 31, 2013

TO REORDER CALL 954-846-9399

RECYCLED PAPER

LEGAL OFFICE PRODUCTS & SUPPLIES on ALL-STATE LEGAL company since 1977

[redacted]

TO REORDER CALL 954-846-9399

RECYCLED PAPER

LEGAL OFFICE PRODUCTS & SUPPLIES an ALL-STATE LEGAL company SINCE 1977

IN THE CIRCUIT COURT OF THE FIFTEEN JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: THE ESTATE OF
SHIRLEY BERNSTEIN,
Deceased
/

CASE NO. 502011CP000653XXXXSB

HON. JUDGE MARTIN H. COLIN

ELIOT IVAN BERNSTEIN, PRO SE
PETITIONER,

V.

COPY
SOUTH COUNTY BRANCH OFFICE
ORIGINAL RECEIVED
DEC 10 2013
SHARON R. BOCK
CLERK & COMPTROLLER
PALM BEACH COUNTY

TESCHER & SPALLINA, P.A., (AND ALL PARTNERS, ASSOCIATES AND OF COUNSEL),
ROBERT L. SPALLINA, ESQ., PERSONALLY,
ROBERT L. SPALLINA, ESQ., PROFESSIONALLY,
DONALD R. TESCHER, ESQ., PERSONALLY,
DONALD R. TESCHER, ESQ., PROFESSIONALLY,
THEODORE STUART BERNSTEIN, INDIVIDUALLY,
THEODORE STUART BERNSTEIN, AS ALLEGED PERSONAL REPRESENTATIVE,
THEODORE STUART BERNSTEIN, AS ALLEGED TRUSTEE AND SUCCESSOR TRUSTEE PERSONALLY,
THEODORE STUART BERNSTEIN, AS ALLEGED TRUSTEE AND SUCCESSOR TRUSTEE, PROFESSIONALLY
JOHN AND JANE DOE'S (1-5000)

RESPONDENTS
/

ADDITIONAL RESPONDENTS TO BE ADDED BY THIS COURT

THEODORE STUART BERNSTEIN, AS TRUSTEE FOR HIS CHILDREN,
LISA SUE FRIEDSTEIN, INDIVIDUALLY AS A BENEFICIARY,
LISA SUE FRIEDSTEIN, AS TRUSTEE FOR HER CHILDREN,
JILL MARLA IANTONI, INDIVIDUALLY AS A BENEFICIARY,

JILL MARLA IANTONI, AS TRUSTEE FOR HER CHILDREN,
PAMELA BETH SIMON, INDIVIDUALLY,
PAMELA BETH SIMON, AS TRUSTEE FOR HER CHILDREN,
MARK MANCERI, ESQ., PERSONALLY,
MARK MANCERI, ESQ., PROFESSIONALLY,
MARK R. MANCERI, P.A. (AND ALL PARTNERS, ASSOCIATES AND OF COUNSEL)

BENEFICIARIES/INTERESTED PARTIES TO BE ADDED BY THIS COURT

JOSHUA ENNIO ZANDER BERNSTEIN (ELIOT MINOR CHILD)
JACOB NOAH ARCHIE BERNSTEIN (ELIOT MINOR CHILD)
DANIEL ELIJSHA ABE OTTOMO BERNSTEIN (ELIOT MINOR CHILD)
ALEXANDRA BERNSTEIN (TED ADULT CHILD)
ERIC BERNSTEIN (TED ADULT CHILD)
MICHAEL BERNSTEIN (TED ADULT CHILD)
MATTHEW LOGAN (TED'S SPOUSE ADULT CHILD)
MOLLY NORAH SIMON (PAMELA ADULT CHILD)
JULIA IANTONI – JILL MINOR CHILD
MAX FRIEDSTEIN – LISA MINOR CHILD
CARLY FRIEDSTEIN – LISA MINOR CHILD

/

BENEFICIARY AND INTERESTED PARTY ELIOT BERNSTEIN OBJECTIONS TO SUCCESSOR PERSONAL REPRESENTATIVE' S OBJECTIONS TO FIRST SET OF INTERROGATORIES AND FIRST REQUEST FOR PRODUCTION OF DOCUMENTS AND THINGS PROPOUNDED BY ELIOT BERNSTEIN

COMES NOW, Eliot Ivan Bernstein ("Petitioner"), as Beneficiary and Interested Party both for himself personally and for his three minor children who may also be Beneficiaries and Interested Parties of the Estate of Shirley Bernstein ("Shirley"), PRO SE, and hereby files this

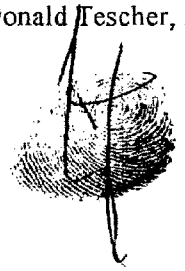
his Objections to the Objections to First Set of Interrogatories and First Request for Production of Documents and Things propounded by Eliot Bernstein dated November 1, 2013 and in support thereof states, as follows:

1. On November 1, 2013, Petitioner served his First Set of Interrogatories and First Request for Production of Documents and Things (hereinafter the "Discovery") on the Personal Representative.

2. The Personal Representative has objected to the propounded Discovery, after failing to timely reply and now claims Petitioner is not a beneficiary / interested person in these proceedings and has no standing to conduct the propounded Discovery, according to Florida Statute 731.201(23).

3. That Petitioner claims that Under Florida Statute 731.201 and 731.201(23) he and/or his three minor children, or both, are factually beneficiaries / interested parties of the estate of Shirley and he is legal Guardian of his children, so either way he would be due all Discovery requested.

4. That evidence of Petitioner and his minor children standing was given to this Court in a hearing on September 13, 2013 and in an Evidentiary Hearing on October 28, 2013, and this Court has already determined that the beneficiaries / interested parties have all been called into question in the trust and estate of Shirley Bernstein but that Petitioner and/or his children are beneficiaries either way. The question of the beneficiaries / interested parties having arisen in part due to, FORGED and FRAUDULENT documents tendered to the Court by Tescher & Spallina P.A., Donald Tescher, Esq. ("Tescher"), Robert Spallina, Esq. ("Spallina")



and allegedly created by their legal assistant/notary public, a one Kimberly Moran ("Moran"). Separate and distinct crimes from those committed by Moran, are crimes committed by Spallina and Tescher in closing the estate by using the Personal Representative, Shirley's husband Simon Bernstein ("Simon") while dead, to serve documents to this Court as if alive for four months to close the estate in January 2013, where Simon had passed away on September 13, 2012. After closing the estate with a dead Personal Representative they attempted to use documents that also are alleged fraudulent from Simon's estate to allegedly change the beneficiaries of Shirley's estate Post Mortem.

5. That all this Fraud and Forgery is due to the fact that Simon and Shirley never changed their beneficiaries from the 2008 Wills and Trusts they did together and where Theodore Bernstein ("Theodore") and his sister Pamela Simon (P. Simon) were wholly excluded from both of the estates with their lineal descendants in the 2008 estate plans and were so outraged as to attempt to change the desires and intent of both Simon and Shirley by changing the beneficiaries post mortem, through forged and fraudulent documents in order to convert estate assets to themselves and their lineal descendants.

6. That all of this fraud and forgery to achieve these fraudulent changes was aided and abetted by Theodore's close personal and business associates, Spallina and Tescher, who have even made claims that they were going to try and go against the wishes of Simon and Shirley to get Theodore and Pamela benefits that they were not entitled to.

7. That Moran has been arrested for FRAUD and admitted to the Palm Beach County Sheriff's office the crime of FORGERY in six separate Waiver documents for six

separate people in the estate of Shirley, including one forged post mortem for Simon and Florida Law makes Tescher & Spallina P.A., Spallina and Tescher wholly responsible and liable for all damages for the actions of their notary public.

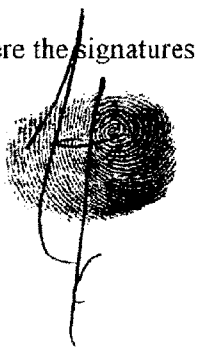
8. That from Moran's statements to the Palm Beach County Sheriff it is now factually learned that the Waivers on file in the court are FORGED, that Petitioner, ELIOT IVAN BERNSTEIN, DID NOT SIGN any Waiver that was filed and docketed with this Court ever. Yet, the Personal Representative, Spallina, Tescher and their counsel Mark Manceri ("Manceri"), are asserting repeatedly to this Court that Waivers were filed by Petitioner with the Court. Factually Waivers were not filed and docketed with the Court by Petitioner, Petitioner's siblings or his deceased father Simon when the estate was closed, as Moran has admitted to signing the Waivers that are on file with the Court on wholly recreated documents. Nor have any of the alleged grandchildren beneficiaries signed a Waiver and therefore no legal Waivers are on file with this Court by any interested parties or beneficiaries when the estate was illegally closed.

9. That the Waivers that are on file with the Court are therefore entirely worthless, as they are FORGED and fraudulent and proven so by Moran's admission that she **"traced" aka forged** the signatures on all six Waiver documents filed with the court, including one for Petitioner's deceased father POST MORTEM, as evidenced in the Sheriff's report. In that report Moran states to authorities **"Moran stated that at this time, she took it upon herself to <u>trace</u> [aka FORGE] each signature of the six members of the Bernstein family onto another copy of the original waiver document. She**

then notarized them and resubmitted them to the courts." The problem here is the alleged "original" waivers were never filed and docketed in this Court and Moran then resubmitted to the Court wholly forged and fraudulent documents with her signature on them and those are the only Waivers that were on file with this Court at the time the estate was closed. There have been recent attempts to cure the forgery by some of the alleged beneficiaries whose names were forged and obviously Simon cannot cure his as he remains deceased and Petitioner and his children will not sign Waivers in light of the forgery and fraud already proven.

10. That Moran's statement to the Sheriff's office contradicts her prior statement to the Governor's Notary Public office in a sworn statement under penalty of perjury, where she claimed the documents and signatures she resubmitted to the Court, were identical with Waivers that were kicked back by the Court for failure to have a notarization and allegedly signed by the original parties, other than her having fraudulently affixed her notary stamp to the already signed documents and contradiction now constitutes new crimes of false statements in official proceedings and perjury in official sworn statement. These new criminal allegation are being pursued with authorities by Petitioner currently. This Court should take Judicial Notice and act on its own motions regarding this new evidence of perjury and false statements in official proceeding.

11. That the false statements that the Waivers filed were not FORGED was also echoed by Spallina and Manceri in the September 13, 2013 hearing in statements made to Your Honor when Spallina knowingly lied to Your Honor and claimed the signatures on file with the court were not forged and where the signatures of the alleged parties that signed them.



Therefore, despite repeated attempts to claim the Waivers filed with the Court were Waivers of Petitioner or any of the other signors it is now proven factually untrue and these statements to the Court by Attorneys at Law in official proceedings violates Attorney Conduct Codes and Law. Under Judicial Cannon's and Law it is Your Honor's duty to report the criminal activities of Attorneys at Law to all of the proper authorities, especially where Your Honor had enough evidence at the September 13, 2013 hearing of fraud on the court and beneficiaries and more to have the Attorneys at Law, Spallina and Tescher read their Miranda's at that time.

12. As now Waivers have NOT been signed previously and filed with this Court by any beneficiaries or interested parties that are legally valid in any way and the estate has been newly reopened, all beneficiaries / interested parties are due all documents legally due to them (ie accountings, financial records, bank and credit card statements for five years, inventories, attorney billings, tax returns, estate bank account accountings, inventories, etc.), before any attempts are made to close the newly reopened estate of Shirley and further attempt to keep all this Discovery further a secret from the beneficiaries / interested parties who have been denied all of this Discovery ILLEGALLY for now three years in Shirley's estate.

13. That additionally the estate of Shirley cannot be closed until all of the beneficiaries and interested parties are first determined by both the judges in the estates, due to other factors than just the Fraud and Forgery that have called the beneficiaries into question. This questioning of the beneficiaries / interested parties results from the fact that Shirley's beneficiaries were attempted to be changed POST MORTEM in Shirley's estate (and Simon's), by legally flawed documents of Simon's used in Shirley's estate, including documents with yet

another notary public, a one Lindsay Baxley, now under investigation by Florida Governor Rick Scott's Notary Public division for alleged fraudulent and improper notarizations, and for these reasons that cause the beneficiaries / interested parties to be in dispute, the estate must remain open and all requested Discovery and other discovery if necessary be produced.

14. That if there is nothing to hide and nothing there, as the other side claims, then why are they trying so desperately to dodge the Discovery to any party entitled to it? Petitioner requests that the Discovery documents and accounting be produced by independent parties that are not conflicted with the matters due to personal involvement in the crimes and that Petitioner be awarded the right to have forensic experts examine all documents tendered by Tescher & Spallina, P.A., Tescher and Spallina, for further evidence of fraud or forgery, as nothing they have done or will do can be trusted by certain of the beneficiaries / interested parties due to their involvement in Fraud and Forgery and Fraud on the Court and more already.

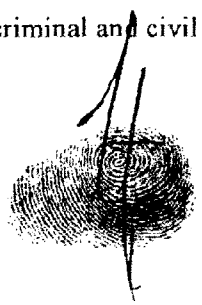
15. That as with Moran's documents already admitted FORGED and FRAUDULENT, the documents in the estate of Simon used to try and change beneficiaries in Shirley's estate POST MORTEM, primarily a Will and Amended and Restated Trust done allegedly weeks before Simon died, are also alleged fraudulently notarized, witnessed and drafted by Spallina (who gains fiduciary powers and interests in the estate of Simon through them, making them further illegally executed), Moran (who nothing she has signed can be trusted any longer) and Baxley (who is under investigation for these documents) and the Court should note these are separate documents than those Moran is being prosecuted for.

16. That allegations are that Simon and Shirley never made changes to their estate

beneficiaries and through a series of forged and fraudulent documents done post mortem for both Simon and Shirley by the alleged perpetrators of these frauds and forgeries, the beneficiaries were attempted to be changed post mortem and against the last wishes and desires of Simon and Shirley as so stated in their prior estate plans on file from 2008. These crimes have been caused primarily by Spallina, Tescher and Theodore, in efforts to seize dominion and control of the estates illegally and put Theodore and his lineal descendants back into the estates against the express wishes and desires of Simon and Shirley who wholly disinherited Theodore and his sister P. Simon along with their lineal descendants.

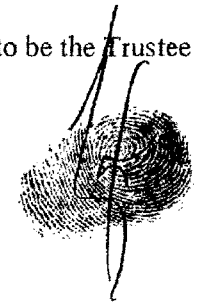
17. That while Simon had considered making changes to the beneficiaries, if Petitioner's siblings would agree to let him see their children and stop abusing him in May 2012, the abuses never stopped and Simon never made the changes all the way to the day he died in September 2012 and so it is alleged those changes were made for him and Shirley using a series of bogus and fraudulent documents, including those already admittedly Forged and Fraudulent, including forged post mortem documents for Simon.

18. That the crimes of Fraud on the Court and Fraud on the Beneficiaries in presenting these Forged and Fraudulently Notarized Documents in both estates has not been fully investigated at this point and criminal charges filed yet. From the hearings new evidences of Perjury and False Statements by both Moran and Spallina to this Court and state authorities have been uncovered, which will require further criminal investigations and throw everything they have stated thus far into question and that this Court has relied upon in determining orders and more. Additionally, new criminal and civil complaints are being lodged by Petitioner both



state and federally for newly discovered alleged criminal acts by Spallina, Tescher, Theodore, Moran and now others, wholly separate from the crimes of Moran that she was arrested for and far more serious in nature.

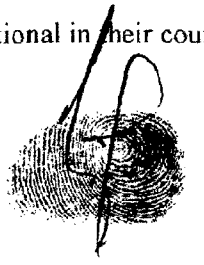
19. For instance, Spallina, Theodore and Moran are alleged to have committed Insurance Fraud and when that scheme failed, Theodore and others then are alleged to have committed Fraud on US Federal Court, as more fully described in a recent motion to disqualify the attorney at law in that case, Adam Simon (Pamela Simon's brother in law) filed on December 08, 2013 by Eliot Bernstein, titled "(1) MOTION TO STRIKE PLEADINGS AND REMOVE ADAM SIMON FROM LEGAL REPRESENTATION IN THIS LAWSUIT OTHER THAN AS DEFENDANT FOR FRAUD ON THE COURT AND ABUSE OF PROCESS AND (2) MOTION TO REMOVE ADAM SIMON FROM LEGAL REPRESENTATION ON BEHALF OF ANY PARTIES IN THIS LAWSUIT OTHER THAN AS A DEFENDANT PRO SE or REPRESENTED BY INDEPENDENT NON-CONFLICTED COUNSEL," which can be found at www.iviewit.tv/20131208MotionStrikePleadingAdamSimonForFraudOnCourt.pdf , fully incorporated by reference herein, along with all other pleadings, rulings, etc. in Case No. 13-cv-03643 IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT COURT ILLINOIS EASTERN DIVISION (SIMON BERNSTEIN IRREVOCABLE INSURANCE TRUST DTD 6/21/95, Plaintiff, v. HERITAGE UNION LIFE INSURANCE COMPANY Defendant. That it should be noted that allegations have been asserted that Spallina and Theodore have both acted in false fiduciary capacities in those matter with Spallina claiming to be the Trustee of a "lost" "Simon Bernstein Irrevocable Insurance



Trust dtd 6/21/95" when filing the insurance claim with the carrier Jackson National. Then amazingly, in a US Federal Court Breach of Contract Lawsuit filed by Adam Simon, for failure to pay the fraudulent claim filed by Spallina that was denied by the carrier, Theodore files a breach of contract lawsuit for the carriers failure to pay Spallina's fraudulent claim, with Theodore now suddenly acting as the alleged Trustee of the "lost" "Simon Bernstein Irrevocable Insurance Trust dtd 6/21/95" and where Mickey Mouse could be the trustee of the "lost" trust as no one has a copy of the "lost" trust allegedly. Petitioner alleges the "lost" trust is another suppressed document to attempt to abscond with an insurance policy of the estates and convert those assets from the true and proper beneficiaries to benefit Theodore and P. Simon directly, aided by Spallina.

20. That in the insurance fraud scheme alleged, again Spallina and Theodore are acting in false fiduciary capacities for a "lost" trust they claim to have no copies of, in order to change beneficiaries of a life insurance policy to the disadvantage of certain of the estate beneficiaries and to directly benefit Theodore and P. Simon who were wholly disinherited from the estates of Simon and Shirley and would therefore not have received a penny if the proceeds came to the estate or to the proper beneficiaries of the policy. That Spallina, as an Attorney at Law, knew at all times that he was not the Trustee of the "lost" trust, even claiming he had never seen a copy in written letters exhibited in that US Federal court case and so did Theodore know he was not the Trustee when filing they filed the fraudulent claim and abuse of process legal action.

21. That Jackson National in their counter complaint in that lawsuit claims that



Theodore was advised by counsel prior to filing the lawsuit that he had no basis to file the action.

22. That Petitioner would never have been notified of the lawsuit if Jackson National did not sue him as a third party defendant, alerting him to the attempt to defraud the insurance companies and estate beneficiaries.

23. That in the insurance lawsuit above, a creditor of the estate of Simon, a one William Stansbury ("Stansbury"), has moved to intervene in that lawsuit alleging that that lawsuit is improper as well. Claiming that when there is a lost beneficiary of a policy, as is claimed by Theodore and Spallina, Florida law states the benefits are paid to the insured's estate and thus Stansbury claims the lawsuit is a way to move the asset from the estate to evade him as a creditor, further reinforcing Petitioner's claim to that federal court that they fraudulently filed the insurance claim and the subsequent lawsuit to deny the beneficiaries of the estates their interests.

24. That Petitioner, Eliot Bernstein, is and was always a beneficiary and interested party of Shirley's estate or why would the estate counsel ask to have him sign a Waiver in the first place to close the estate? If the beneficiaries of Shirley's estate are the grandchildren, as alleged by Spallina et al., why were Waivers never sought for them in Shirley's estate and still have not been sought and why are they not represented or even present in these matters. The grandchildren have never been notified of their alleged interests in the estate and if the beneficiaries were changed, the old ones and new ones were never notified.

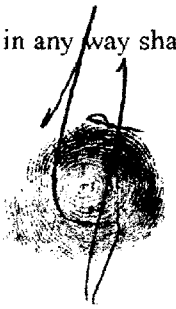
25. That if the alleged fraudulent Will and Amended and Restated Trust of Simon

survive, Petitioner would still be entitled to all the Discovery, as he is guardian/trustee for his children, again only if they are determined to be beneficiaries after all the criminal acts are fully resolved and they are deemed beneficiaries by the courts. Therefore, either way, Petitioner would be due all the legally required Discovery and interrogatories requested now that the estate has been reopened as qualified beneficiaries and interested parties.

26. That all ten grandchildren are now alleged potential beneficiaries / interested parties of the estate and yet they are not represented as interested parties and/or beneficiaries in the matters before the Court, in alleged violation of fiduciary duties of the Personal Representatives and Law. That this court must have each and every party that is an interested party or beneficiary represented in these matters and to date this has not been the case and is a fundamental flaw in these proceedings from the start.

27. That Manceri stated in the September 13, 2013 hearing that Petitioner was a beneficiary until the so called alleged changes were made by Simon to Shirley's beneficiaries post mortem, which changes appear nowhere in the record of Shirley's estate and until this Court determines the beneficiaries, Petitioner either is or is not a beneficiary / interested and either way he is an interested party to these matters under law, due to the very fact that he is questioned as one.

28. That Petitioner, Eliot Bernstein and his three minor children will not be waiving any rights in the estate to close the estate now that it is reopened and they have never had a Waiver filed in this court that was not a forged and fraudulently notarized and therefore not a document filed by Petitioner in any way shape or form. As such Petitioner and his children are



requesting,

i. a final and FULL accounting,

ii. all previous accounting by the prior Personal Representative Simon and the newly appointed Personal Representative Theodore,

iii. five years of bank statements, credit card statements and tax records, sent directly from the institutions,

iv. a Petition for Discharge that includes the amount of compensation paid to the personal representatives, attorneys, accountants, appraisers, or other agents employed by the personal representatives, and the manner of determining that compensation,

v. all rights to all information legally required under probate rules and statutes,

vi. a receipt of complete distribution of the share of the estate to which the Petitioner and/or his children are entitled,

vii. copies of the accountings for the trusts of Shirley to ensure that all assets were properly accounted for and transferred from the estate to the trusts and as these accounting and inventories, etc. were due to the beneficiaries of the trusts for the last three years and have never been tendered in violation of fiduciary duties and law, these must be ordered by this Court to be turned over as they relate to the closing of the estate,

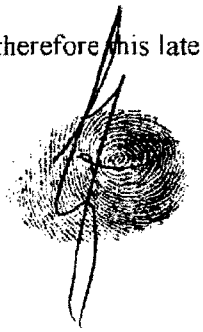
viii. the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents, as Petitioner

has NOT agreed to the amount and manner of determining such compensation and has NOT waived,

- the payment of such compensation,
- a plan of distribution,
- a Petition for Discharge of the personal representative and all notice thereof upon the Petitioner,
- a receipt of complete distribution of the share of the estate to which the Petitioner and/or his children are entitled and
- does not consent to any order discharging the personal representative without notice, hearing or waiting period and without accounting.

29. That all Discovery requested by Eliot Bernstein is within Florida Statutes and Probate Rules and therefore legally due to the beneficiaries and interested parties. Any claims by the Personal Representatives that any of this information is not discoverable based on claims that Petitioner and his children are not qualified as beneficiaries / interested parties, the work product doctrine, the accountant-client privilege and/or the attorney-client privilege are challenged herein and any documents marked as such and approved by this court as such must be presented to the beneficiaries as marked in such manner and the confidential information redacted, if this court so sees fit. Again, if nothing to hide, why all the hiding?

30. That the deadline to respond to the interrogatories and requests for Discovery was not timely responded to and therefore this late grandstanding effort to get out of production



through their Objection should be stricken and sanctions implied for even filing their baseless and vexatious objections to further waste time and resources of the injured parties and this Court.

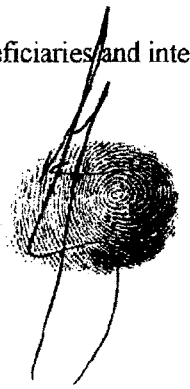
31. That this Court has also recently appointed Theodore as Personal Representative of the estate of Shirley, a fiduciary role he was acting under prior to the appointment for over a year and was transacting assets of the estate and trusts of Shirley while not being appointed and further he has made false fiduciary representations before this Court in the September 13, 2013 and the October 28, 2013 hearing as already evidenced to this Court by motion, which motion can be found @ www.iviewit.tv/20131010MotionCompelFreezeYouHavetheRighttoRemainSilent.pdf .

32. That Theodore, as Personal Representative and his counsel Spallina have conflicts of interest and adverse interests to beneficiaries now, especially to Petitioner and his family for numerous reasons already defined herein, including that Petitioner is the one who has uncovered their fraudulent schemes involving forgery, fraud, fraud on this Court, fraud on the beneficiaries and more and has caused the arrest of one of them already for felony crime. Obviously, due to Petitioner's efforts to expose their crimes, they have absolute adverse interests that conflict and prohibit them from further being fiduciaries or counsel in these matters. That Petitioner claims that Theodore, Spallina and Tescher are and will do everything to harm him and his family versus help him as would be obligatory as fiduciaries in other normal circumstances.

33. That Petitioner has already motioned this court regarding extortion type

behavior against him, to shut him and his family down and further extortionary acts have taken place since the filing of that motion that will soon be filed with this Court and authorities.

Wherefore, this Court order all accountings, interrogatories and other information requested herein, as required by probate rules and statutes that are due to the beneficiaries and interested parties and further remove the Personal Representative Theodore and counsel Tescher & Spallina P.A., Spallina and Tescher, from serving in any capacities in the estate IMMEDIATELY to prevent further harm and damages, nothing they say or do any longer can be trusted for their already admitted and acknowledged breaches of fiduciary duties and serious violations of Law. Further, due to newly discovered information regarding personal property assets of Shirley Bernstein that are not listed in her or Simon's inventories and appear to have vanished into thin air, totaling approximately two million dollars, Discovery production now is essential. Therefore, Petitioner again requests a FULL accounting in Shirley's estate. Since NO trust or estate accountings have ever been provided to the beneficiaries in either Simon's case for over a year and three years in Shirley's case, further violations of probate rules, statutes and fiduciary duties, this request for Discovery appears well within reason and law. Evidence of the missing items in the inventories are being submitted to state authorities in criminal complaints being filed presently and will be presented to the court within a timely manner after filing. That all of this Willful, Wanton, Reckless and Grossly Negligent behavior in violation of Law are cause for this Court to demand these remedies herein immediately, as it has been almost three months since the estate has been reopened and not a single document has been forthcoming from the Personal Representatives to further delay and cause damages to the beneficiaries and interested parties and bleed the estate of



resources. Petitioner hereby request that this Honorable Court enter an Order consistent with the relief requested herein, and award of attorney's fees and costs, impose sanctions and any other relief this Honorable Court deems just, equitable and proper.

Eliot Bernstein, Pro Se and as legal guardian on behalf of his minor three children

CERTIFICATE OF SERVICE

I, ELIOT IVAN BERNSTEIN, HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by email to all parties on the following Service List, December 10, 2013.

Eliot Bernstein, Pro Se and as legal guardian on behalf of his minor three children

SERVICE LIST

Respondents sent US Mail and Email

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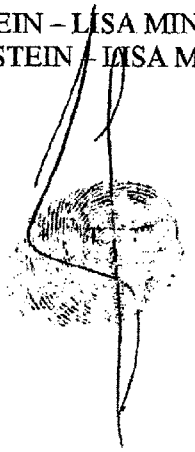
JOSHUA ENNIO ZANDER BERNSTEIN (ELIOT MINOR CHILD)
JACOB NOAH ARCHIE BERNSTEIN (ELIOT MINOR CHILD)
DANIEL ELIJSHA ABE OTTOMO BERNSTEIN (ELIOT MINOR CHILD)
ALEXANDRA BERNSTEIN (TED ADULT CHILD)
ERIC BERNSTEIN (TED ADULT CHILD)
MICHAEL BERNSTEIN (TED ADULT CHILD)
MATTHEW LOGAN (TED'S SPOUSE ADULT CHILD)
MOLLY NORAH SIMON (PAMELA ADULT CHILD)
JULIA IANTONI – JILL MINOR CHILD
MAX FRIEDSTEIN – LISA MINOR CHILD
CARLY FRIEDSTEIN – LISA MINOR CHILD



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LEGAL OFFICE PRODUCTS & SUPPLIES ON ALL STATE LEGAL company SINCE 1977

IN THE CIRCUIT COURT OF THE FIFTEEN JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: THE ESTATE OF
SHIRLEY BERNSTEIN,
Deceased
/

CASE NO. 502011CP000653XXXXSB

HON. JUDGE MARTIN H. COLIN

ELIOT IVAN BERNSTEIN, PRO SE
PETITIONER,

V

TESCHER & SPALLINA, P.A., (AND ALL PARTNERS, ASSOCIATES AND OF COUNSEL),
ROBERT L. SPALLINA, ESQ., PERSONALLY,
ROBERT L. SPALLINA, ESQ., PROFESSIONALLY,
DONALD R. TESCHER, ESQ., PERSONALLY,
DONALD R. TESCHER, ESQ., PROFESSIONALLY,
THEODORE STUART BERNSTEIN, INDIVIDUALLY,
THEODORE STUART BERNSTEIN, AS ALLEGED PERSONAL REPRESENTATIVE,
THEODORE STUART BERNSTEIN, AS ALLEGED TRUSTEE AND SUCCESSOR TRUSTEE PERSONALLY,
THEODORE STUART BERNSTEIN, AS ALLEGED TRUSTEE AND SUCCESSOR TRUSTEE, PROFESSIONALLY
JOHN AND JANE DOE'S (1-5000)

RESPONDENTS
/

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ADDITIONAL RESPONDENTS TO BE ADDED

THEODORE STUART BERNSTEIN, AS TRUSTEE FOR HIS CHILDREN,
LISA SUE FRIEDSTEIN, INDIVIDUALLY AS A BENEFICIARY,
LISA SUE FRIEDSTEIN, AS TRUSTEE FOR HER CHILDREN,
JILL MARLA IANTONI, INDIVIDUALLY AS A BENEFICIARY,
JILL MARLA IANTONI, AS TRUSTEE FOR HER CHILDREN,

PAMELA BETH SIMON, INDIVIDUALLY,
PAMELA BETH SIMON, AS TRUSTEE FOR HER CHILDREN,
MARK MANCERI, ESQ., PERSONALLY,
MARK MANCERI, ESQ., PROFESSIONALLY,
MARK R. MANCERI, P.A. (AND ALL PARTNERS, ASSOCIATES AND OF COUNSEL)

BENEFICIARIES/INTERESTED PARTIES TO BE ADDED

JOSHUA ENNIO ZANDER BERNSTEIN (ELIOT MINOR CHILD)
JACOB NOAH ARCHIE BERNSTEIN (ELIOT MINOR CHILD)
DANIEL ELIJSHA ABE OTTOMO BERNSTEIN (ELIOT MINOR CHILD)
ALEXANDRA BERNSTEIN (TED ADULT CHILD)
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JULIA IANTONI – JILL MINOR CHILD
MAX FRIEDSTEIN – LISA MINOR CHILD
CARLY FRIEDSTEIN – LISA MINOR CHILD
_____/

MOTION TO TAX ATTORNEY' S FEES AND COSTS AND IMPOSE SANCTIONS

COME NOW, Eliot Ivan Bernstein ("Petitioner"), as Beneficiary and Interested Party both for himself personally and as Guardian for his three minor children who may also be Beneficiaries and Interested Parties of the Estate of Shirley Bernstein ("Shirley"), PRO SE, and hereby files this Motion to Tax Attorney's Fees and Costs and Impose Sanctions and in support thereof state, as follows:

1. On November 14, 2013, the Court entered an Order reserving ruling to tax

attorney's fees and costs.

2. Petitioner on behalf of himself and as Guardian/Trustee for his three minor children hereby request that the Court tax their attorney's fees and costs against the following parties, as all of these fees and costs are a direct result of criminal acts proven in this court already of FORGERY, Fraud on the Court and Fraud on the Beneficiaries / Interested Parties, through the presentation of a series of documents to the Court to close the estate by Tescher & Spallina P.A., Robert Spallina ("Spallina") and Donald Tescher ("Tescher") on behalf of a dead Personal Representative, Petitioner's father Simon Bernstein ("Simon") as if he were alive, for four months after he was dead, which caused this Court to fraudulently close the estate and once crimes were discovered and admitted to, forcing its reopening. For all of the following parties involved directly in the crimes proven this far, the costs and legal fees incurred thus far by Petitioner should be awarded as damages and further bonding and surety be required by all those involved in the criminal activities who have caused all these problems and the reopening of the estate, as follows;

i. The Law Firm Tescher & Spallina, P.A., Spallina and Tescher, as they are wholly responsible and liable for the acts of their employed legal assistant/notary public under Florida Law, a one Kimberly Moran ("Moran"), who has admitted to Forgery and Fraudulently notarizing documents, including a post mortem forged Waiver for Simon and five other FORGED Waivers for other beneficiaries / interested parties. That Moran was employed at the time by Tescher & Spallina, P.A. and therefore despite any alleged reasons for her acts, Tescher & Spallina,

P.A., Tescher and Spallina are wholly liable for her acts and damages caused. Moran has now been arrested for FRAUDULENT NOTARIZATIONS and ADMITTED TO FORGING SIX SIGNATURES ON WAIVERS, including one for Simon Post Mortem.

From her statements to the Palm Beach County Sheriff's office, "Moran stated that at this time, she took it upon herself to **trace [aka FORGE]** each signature of the six members of the Bernstein family onto another copy of the original waiver document. She then notarized them and resubmitted them to the courts."

ii. Spallina and Tescher should also bear all costs, as they are wholly responsible for separate crimes, including but not limited to, Fraud on the Court and Fraud on Beneficiaries / Interested Parties, as discovered by Your Honor in the September 13, 2013 hearing, for presenting, over a four month period after Simon's death, documents that were used fraudulently crafted and forged and filed in these official proceedings, as if Simon were alive and using Simon to serve as Personal Representative while dead to close the estate of Shirley without notification to the Court that he was dead or seeking successors. Further while still deceased, it is alleged Simon then tried to change beneficiaries of the estate of both he and Shirley POST MORTEM and all of these crimes have caused the true and proper beneficiaries to become disputed. That the criminal acts of Moran and those separate and distinct crimes by Tescher and Spallina personally, warranted Your Honor to state in the September 13, 2013 hearing that you had enough evidence to

read Theodore Bernstein ("Theodore"), Spallina, Tescher and Mark Manceri ("Manceri") their Miranda's and Petitioner is still confused why this Court has not had them arrested yet and if Your Honor has reported these additional felony crimes of Tescher and Spallina that were committed upon this Court to the proper authorities. That new problems now exist in whom the beneficiaries of the estates are of both Simon and Shirley as learned in the hearings that will now further delay final distributions in the estate and trusts, further injuring the beneficiaries and interested parties and costing a large amount of monies and damages to the already injured parties due to these criminal acts.

iii. Attorney Manceri for continuing to perpetrate a Fraud on this Court and where it will be evidenced that both he and Spallina have made false statements to this Court in both hearings.

iv. Kimberly Moran, the notary public who has acted under her employer Tescher & Spallina, PA and has forged and fraudulently notarized official records in these proceedings, including forging Simon's signature post mortem.

v. Theodore, as he knowingly has acted in fiduciary capacities in the estate and trusts of Shirley which he did not have prior to September 2013 as proven in the hearings before this court and previously evidenced in Petitioner's motions before the court. All actions Theodore took prior to this Court appointing him Personal Representative from September 13, 2012 to September 2013 were done knowing that Petitioner had challenged his fiduciary authorities to act as Personal

Representative with no Letters issued and having never taken any actions according to Probate Rules and Statutes to notify beneficiaries he was a fiduciary in any capacity of Shirley's trusts or the estate. In fact, Theodore continued to act in these capacities and rushed to liquidate assets in self-dealing transactions without notice to beneficiaries of the transactions, after Petitioner notified him May 2013 that his, his deceased father's and his siblings signatures had been forged and that fraudulent documents existed in the estates, all transactions were hurried and without notifying the courts or authorities of these facts. Not until Moran was being investigated and this Court scheduled a hearing on September 13, 2013 did Theodore come forward and notify this Court that he was aware of the criminal acts he had concealed for months, including that his own signature was forged. These are not the actions of a trust worthy and responsible Personal Representative acting with legal authority, they are Willful, Wanton, Reckless and Grossly Negligent acts in violation of Law and breaching fiduciary duties and causing a loss of trust and therefore reasons for this Court to instantly retract its Letters to Theodore and sanction him. As further indicated herein Theodore also is involved in an insurance fraud scheme in the US District Court, again acting in false fiduciary capacities, in that matter acting as Trustee of a "lost" trust, to move assets from Simon's estate and convert them to himself directly and without notice to the beneficiaries. That Petitioner could go on and on about the reasons Theodore should be removed as Personal Representative but has already done so in

ALL prior motions filed by Petitioner with the Court since May 2013 and all of those reasons and reliefs submitted to this Court thus far must now be heard as none of Petitioner's motions have been heard other than there request to be heard as an Emergency, not anything else germane in them since May 2013 has been litigated in this Court.

3. Current legal bills and time lost from other work suffered by Petitioner and his minor children thus far from the crimes proven and breaches of fiduciary duties and trust, should be immediately repaid by those parties responsible for causing all these current, past and future legal costs and expenses and delaying inheritances through these crimes to the true and proper beneficiaries and should not be taken from the estates or beneficiaries and further cause them hardships and damages from these criminal acts. Petitioner's expenses thus far, are

Tripp Scott	$9,183.00
Huth & Pratt	$5,000.00
Paralegal Services	$2,583.37
Patricia Fitzmaurice, L.C.S.W., P.A.	$875.00 Expert Witness for October 28, 2013 hearing
Petitioner Time	$100,000 for time and expenses over 1 year to bring the fraud and forgery charges to the attention of the court, state and federal authorities and the beneficiaries. Petitioner spent virtually all of his time that could have been spent in his job, instead protecting the rights and interests of the beneficiaries of the estate and exposing the crimes committed by the Personal Representative and estate counsel.
TOTAL	**$117,641.37**

4. That Petitioner finds it laughable, if not so sad that those who caused these problems through criminal acts are further trying to apportion the fees (for exposing crimes committed by them) to the injured beneficiaries and interested parties, while insane and

vexatious this attempt to shift the cost of their crimes to their victims is telling. Further, Petitioner finds it odd that this Court can allow any of these parties to continue to act in these matters as fiduciaries or counsel, as they are all directly involved in either Moran's crimes or those crimes of identity theft, fraud on the court and fraud on the beneficiaries, identified by Your Honor as committed by Spallina, Tescher, Theodore and possibly Manceri, in closing of the estate with a dead person four months after he was deceased as if he were alive and acting as Personal Representative and then failing to ever notice the Court he was dead and elect any successors. Where these crimes and prosecutions have now caused adverse interests and conflicts with Petitioner and Theodore and his close personal bedfellows, Tescher and Spallina.

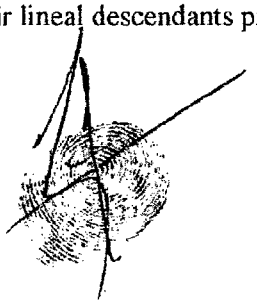
5. From a recent email sent by Theodore to Petitioner one can see the adverse interests and hostilities towards Petitioner by Theodore and his friends that exists, quote,

> "You pursued and caused to be arrested a paralegal that our parents loved and without ill-intent, only tried to help a situation along because of dad's death, and it now appears that you are in the process of trying that again with my assistant who has done nothing wrong. You continue to drag Don and Robert through the mud, both of whom our parents were very fond of and who did very good work for our family, notwithstanding your relentless and slanderous accusations."

6. That from this exchange it is apparent that Theodore is upset with Petitioner that he has exposed the fraud, forgery and arrest of Moran, protecting those who have committed crimes in efforts to change his father and mother's estate plans done together in 2008 and in fact is fond of those who committed these criminal acts and somehow feels that Simon

and Shirley would be proud of these people for their criminal acts and bizarrely has adverse feelings and interests toward Petitioner, his brother, further these adverse interests to Petitioner and his three minor children are cause for his immediate removal from any fiduciary capacities in the estate and trusts of Shirley. The Court should note that Theodore and Tescher and Spallina are very close personal friends and business associates that share clients and commissions, etc. and this conflicts Theodore as he will not take actions against his close friends, even if they commit HORRIFIC crimes against his father and mother and brother, as their criminal actions directly benefit him and his sister P. Simon, who were wholly disinherited from the estates and trusts to the disadvantage of the beneficiaries and interested parties, all in opposite of Simon and Shirley's last desires and wishes and estate plans they did together while alive.

7. Petitioner's father Simon was used dead as if alive before the Court to close the estate of Shirley, as he had died before closing the estate and making any alleged changes to the beneficiaries that would benefit Theodore, P. Simon and their lineal descendants and therefore to make these Post Mortem changes they needed to fraud this Court and the beneficiaries with documents that were created and filed Post Mortem for Simon, as indicated in part by the Moran FORGED and FRAUDULENTLY NOTARIZED waiver of Simon and other documents used while he was not "serving" as Personal Representative since he was dead at the time and could not be "serving" in any capacity dead. This whole fraud is due to the fact that Simon and Shirley never changed their beneficiaries and Theodore and his sister P. Simon who are wholly excluded from the estates with their lineal descendants prior to these attempted fraudulent



changes, were so outraged that Simon and Shirley never changed their beneficiaries to include them, so they attempted, with the aid of Spallina, Tescher, Moran and others to change the desires and intent of Simon and Shirley post mortem through these crimes to satisfy their desires to be included and abscond with the estate assets. All of this fraud and forgery to achieve these fraudulent changes was aided and abetted by Theodore's close personal and business associates, Spallina and Tescher et al., who have even claimed they were going to try and go against the wishes of Simon and Shirley to get Theodore and Pamela benefits.

8. That Petitioner further requests the Court now force bonding and surety for the parties responsible for these crimes in an amount no less than $5,000,000.00 for now, for legal fees, forensic accountings and document analysis, (as every document must now be analyzed and with each document recently discovered new improprieties are found.) All of these costs should not be incurred by the injured parties, approximately 16 potential beneficiaries and interested parties, including at this time adult and minor children, to now close the estate legally and resolve the ongoing criminal and civil matters and determine who the ultimate beneficiaries will be and more, all caused by criminal misconduct by attorneys at law for the estate and their employees, the personal representatives and others, as already identified herein.

9. That Petitioner requests that before further proceedings in this matter are adjudicated, all parties to this action, including each interested party, beneficiary or other party, in each and every capacity they are representing, now be represented by independent and non-conflicted counsel. For those parties that have not been represented or even included in these matters thus far, including minor children, Petitioner requests that the Court act on its own

motions to join them in the action as required by law and have their interests legally represented. That each injured parties legal fees and costs be paid by those who have caused these costs to be incurred.

10. That Petitioner seeks Sanctions by this Court on all parties involved in the criminal activity thus far, including but not limited to, reporting the crimes to the Florida State Bar for disbarment of those attorneys involved and criminal authorities for further prosecution for the felony crimes. Further, this Court should impose sanctions on Moran and Theodore Bernstein for their direct involvement in the crimes thus far and to stop further alleged crimes from taking place. That this Court should note that the crimes proven already are only the tip of the iceberg and new evidence from the hearings and elsewhere has recently surfaced revealing far more criminal activity ongoing. The Court should also report all of these crimes to the proper authorities for further criminal investigations, including those that it is already aware of that took place in this Court.

11. That the Palm Beach County Sheriff office has stated that after speaking with Your Honor about the Moran Forgery and Fraud, they did not want to take new criminal complaints from Petitioner, against Spallina, Tescher, Moran, Theodore and others for NEW CRIMES, as they stated that Your Honor is responsible for those filings of these new alleged criminal acts with the authorities. However, if Your Honor were to fail to follow Judicial Cannons and Law to report these criminal matters, including those committed by Attorneys at Law acting as Officers of this Court, then Petitioner could jeopardize his statutes of limitations rights by failing to report the crimes timely and Petitioner seeks clarification from Your Honor

as to how to proceed on reporting the new crimes discovered and who will be reporting them and to what authorities. These crimes are not the crimes Moran admitted to already, of FORGERY and FRAUDULENT NOTARIZATIONS, and that she has been arrested for but are other crimes committed by other parties, some occurring in the hearings in fact. The Court must now state if the Court is going to notify the authorities or if Petitioner should. If this Court determines it is Petitioner's job to file the criminal complaints, this Court will have to contact the Sheriff's department to remove the block created through Your Honor's conversations with them in regards to reporting the new crimes against other perpetrators than Moran for other crimes, including the Fraud upon the Court that has taken place.

12. That additionally, new criminal and civil complaints are being lodged both state and federally for newly discovered criminal acts by Spallina, Tescher, Theodore, Lindsay Baxley ("Baxley") and others, wholly separate from the crimes of Moran and far more serious in nature. For instance, Spallina, Theodore and Moran are alleged to have worked together again to commit an Insurance Fraud and Theodore and others then are alleged to have committed Fraud on a US Federal Court, as more fully described in a recent filing on December 08, 2013 by Eliot Bernstein in that federal court, which can be found at www.iviewit.tv/20131208MotionStrikePleadingAdamSimonForFraudOnCourt.pdf , fully incorporated by reference herein, along with all other pleadings, rulings, etc. in Case No. 13-cv-03643 IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT COURT ILLINOIS EASTERN DIVISION (SIMON BERNSTEIN IRREVOCABLE INSURANCE TRUST DTD 6/21/95, Plaintiff, v. HERITAGE UNION LIFE INSURANCE

COMPANY Defendant.)

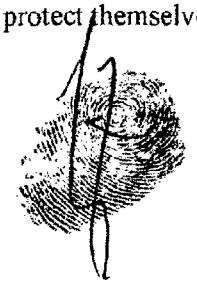
13. That there is no way that Theodore Bernstein, Spallina or Tescher can now be impartial and fair as fiduciaries or counsel to Petitioner and his children as beneficiaries/interested parties, as Petitioner is the one having them complained of and prosecuted for multiple state and federal crimes and attempting to have them imprisoned for such. That these adverse interests have now led to allegations of extortion by the fiduciaries and counsel of Petitioner and his family in direct retaliation for Petitioners actions to have them prosecuted, as motioned to this court in a September 04, 2013 motion titled, "NOTICE OF EMERGENCY MOTION TO FREEZE ESTATES OF SIMON BERNSTEIN DUE TO ADMITTED AND ACKNOWLEDGED NOTARY PUBLIC FORGERY, FRAUD AND MORE BY THE LAW FIRM OF TESCHER & SPALLINA, P.A., ROBERT SPALLINA AND DONALD TESCHER ACTING AS ALLEGED PERSONAL REPRESENTATIVES AND THEIR LEGAL ASSISTANT AND NOTARY PUBLIC, KIMBERLY MORAN: **MOTION FOR INTERIM DISTRIBUTION DUE TO EXTORTION BY ALLEGED PERSONAL REPRESENTATIVES AND OTHERS**; MOTION TO STRIKE THE MOTION OF SPALLINA TO REOPEN THE ESTATE OF SHIRLEY; CONTINUED MOTION FOR REMOVAL OF ALLEGED PERSONAL REPRESENTATIVES AND ALLEGED SUCCESSOR TRUSTEE." That since having their notary public arrested, Tescher and Spallina, in conspiracy with Theodore have further extorted Petitioner, in addition to those claims already made in the motion and Petitioner will be filing criminal charges for these actions as well.

14. From Theodore's recent email dated December 06, 2013, the following delusional and threatening language also imparts that Theodore and the "we" he represents (Tescher and Spallina) will not act kindly towards Petitioner, "Seriously Eliot, how many more people are you going to involve in this family matter? How much more of the estate will you waste in professional fees carrying on like this? Trying to extort money out of me with threats that you will drag my name through the mud is counter-productive, unnecessary and intentionally malicious. **We** [emphasis added] will not continue to ignore these threats and the damage you are inflicting...Please advise as we have no intentions of being bullied by either of you [Petitioner's wife Candice referenced] any longer.

15. That Theodore is alleged to be very close friends, after the car bombing of Petitioner's family minivan, with many of the defendants in a RICO complaint involved in the theft of Petitioner's Intellectual Properties by primarily his Intellectual Property attorneys. That these defendants include members of the Sir Robert Allen Stanford Ponzi (which Petitioner alleges is largely a money laundering scheme to launder his illegally converted IP royalties and not so much a Ponzi) and Proskauer Rose law firm, the alleged main culprit in the IP thefts. Proskauer is currently being sued by the Federal Court Appointed Receiver in the Stanford Ponzi SEC action ongoing for conspiracy and more in architecting the whole Stanford Ponzi. Proskauer also claimed to have the most Bernard Madoff victims in public statements made after the Madoff Ponzi was exposed and now many of the so called victims and feeder funds are alleged not to be victims but instead criminal conspirators and both Ponzi's have led to severe financial ruin to many South Florida residents and CHARITIES. That Theodore is close friends

with members of Proskauer and former employees of the Stanford Bank, both of whom he and Spallina and Tescher have involved in the estate matters. That due to these strange bedfellows of Theodore who are Petitioner's adversaries in alleged RICO crimes, and again due to Petitioner's continuing efforts to have these people all prosecuted for their crimes, further adverse interests with Theodore, Spallina and Tescher exist with Petitioner and his children, already fully defined in Petitioner May 2013 motion that are further cause for Theodore to have never accepted the appointment as Personal Representative in September 2013 by Your Honor in the first place and further cause for Your Honor to see the gravity of having Theodore serving in any capacity in these matters further for his adverse interests and hostilities towards beneficiaries / interested parties.

16. That it cannot be expected that these fiduciaries and counsel who are involved in anyway thus far in the crimes, including Manceri, will not further act adversely to Petitioner and his minor children to stop them from having them prosecuted. Further, they will take NO actions to aid Petitioner's efforts as a beneficiary/interested party to have them prosecuted further for their crimes and may in fact take further injurious actions to stop Petitioner, such as further delaying his inheritance and extorting him, etc. Since it cannot be expected that the fiduciaries and counsel act against themselves to the benefit of the beneficiaries they are responsible for and since they should have all voluntarily resigned any fiduciary or legal capacities in both estates (and their liability carriers should have demanded such termination) for the crimes already admitted to and proven , they will not take any such actions to protect the beneficiaries but only actions to protect themselves and thus this Court must take actions to have

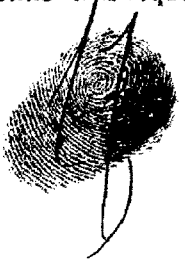


them all thrown out instantly to preclude further harms to the beneficiaries/interested parties they have already been caused so much injury and damages from their criminal actions.

17. That due to the crimes alleged, the beneficiaries are now in question in both estates and must be resolved by the probate courts acting in the estate matters and as a direct result disputes amongst beneficiaries have been caused from the criminal acts of those defined already herein and others, again increasing costs and pain and suffering to the injured parties.

18. There are two applicable statutes authorizing this Court to enter a personal judgment against the Attorneys and Personal Representative's for Petitioner's attorney's fees and costs. Fla. Stat. 733.106(1) provides, "In all probate proceedings costs may be awarded as in chancery actions." Fla. Stat 733.609 (1) uses the stronger mandatory "shall", providing, in pertinent part, "In all actions for breach of fiduciary duty or challenging the exercise of our failure to exercise a personal representative's powers, the court shall award taxable costs as in chancery actions, including attorney's fees." This action is one "challenging the exercise of .....a personal representative's powers" within the meaning of 733.609 (1). The phrase "as in chancery actions" refers to the rule that "a court of equity may, as justice requires, order that costs follow the results of the suit, apportion the costs between parties, or require all costs be paid by the prevailing party." Dayton v. Conger, 448 So.2d 609, 612 (Fla. App. 1984). A judgment for attorney's fees and costs may be awarded against a fiduciary that has breached it's duty. See First Union National Bank v. Turney, 839 So.2d 774, 778-779 (Fla. App. 2003) (affirming an attorney's fee award against a corporate trustee under the parallel section of the Trust Code).

19. Accordingly, Petitioner is requesting that the Court order the Personal



Representative and Attorneys at Law, Spallina, Tescher and Manceri and their agents personally responsible to (i) pay his attorney fees and costs and (ii) reimburse the Estate for any attorney fees that have been paid on behalf in the defense of these actions. And awarding Petitioner's attorney fees and costs for bringing his Petition's pursuant to Florida Probate Rule 1.080, Section 733.106, Florida Statutes (2002), Section 733.6171, Florida Statutes (2002), Section 733.6175, Florida Statutes (2002), and Section 733.3101, Florida Statutes (2002) and others.

20. Petitioner files the instant Motion to insure timely compliance with Florida Rule of Civil Procedure 1.525.

WHEREFORE, Petitioner hereby request that this Honorable Court enter an Order consistent with the relief requested herein, and award of attorney's fees and costs, impose severe and harsh sanctions for damages already caused, including to minor children, and any other relief this Honorable Court deems just, equitable and proper.

Eliot Bernstein, Pro Se and as legal guardian
on behalf of his minor three children

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by email to all parties on the following Service List on December 10, 2013.

Eliot Bernstein, Pro Se and as legal guardian
on behalf of his minor three children

SERVICE LIST

Respondents sent US Mail and Email

Robert L. Spallina, Esq.
Tescher & Spallina, P.A.
Boca Village Corporate Center I
4855 Technology Way
Suite 720
Boca Raton, FL 33431
rspallina@tescherspallina.com

Donald Tescher, Esq.
Tescher & Spallina, P.A.
Boca Village Corporate Center I
4855 Technology Way
Suite 720
Boca Raton, FL 33431
dtescher@tescherspallina.com

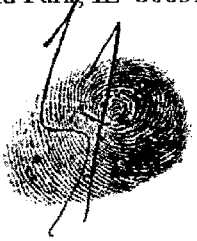
Theodore Stuart Bernstein
Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, Florida 33487
tbernstein@lifeinsuranceconcepts.com

Mark R. Manceri and
Mark R. Manceri, P.A.
2929 East Commercial Boulevard
Suite 702
Fort Lauderdale, FL 33308
mrmlaw@comcast.net

Interested Parties and Trustees for Beneficiaries

Lisa Sue Friedstein
2142 Churchill Lane
Highland Park IL 60035
Lisa@friedsteins.com
lisa.friedstein@gmail.com

Jill Marla Iantoni
2101 Magnolia Lane
Highland Park, IL 60035

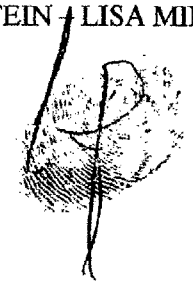


jilliantoni@gmail.com
Iantoni_jill@ne.bah.com

Pamela Beth Simon
950 North Michigan Avenue
Suite 2603
Chicago, IL 60611
psimon@stpcorp.com

Eliot Ivan Bernstein
2753 NW 34th St.
Boca Raton, FL 33434
iviewit@iviewit.tv
iviewit@gmail.com

JOSHUA ENNIO ZANDER BERNSTEIN (ELIOT MINOR CHILD)
JACOB NOAH ARCHIE BERNSTEIN (ELIOT MINOR CHILD)
DANIEL ELIJSHA ABE OTTOMO BERNSTEIN (ELIOT MINOR CHILD)
ALEXANDRA BERNSTEIN (TED ADULT CHILD)
ERIC BERNSTEIN (TED ADULT CHILD)
MICHAEL BERNSTEIN (TED ADULT CHILD)
MATTHEW LOGAN (TED'S SPOUSE ADULT CHILD)
MOLLY NORAH SIMON (PAMELA ADULT CHILD)
JULIA IANTONI – JILL MINOR CHILD
MAX FRIEDSTEIN – LISA MINOR CHILD
CARLY FRIEDSTEIN – LISA MINOR CHILD



TO REORDER CALL 954-846-9399

RECYCLED PAPER

LEGAL OFFICE PRODUCTS & SUPPLIES on ALLSTATE LEGAL company SINCE 1977

Electronically Filed 12/02/2013 04:46:23 PM ET

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF SHIRLEY BERNSTEIN, **PROBATE DIVISION**

Deceased. **CASE NO: 502011CP000653XXXXSB**

_____/

ELIOT IVAN BERNSTEIN, PRO SE **DIVISION: COLIN**

Petitioner

vs.

TESCHER & SPALLINA, P.A., (and all parties associates and of counsel); ROBERT L. SPALLINA (both personally & professionally); DONALD R. TESCHER (both personally & professionally); THEODORE STUART BERNSTEIN (as alleged personal representative, trustee, successor trustee) (both personally and professionally); and JOHN and JANE DOE'S (1-5000),

Respondents.

_____/

MOTION TO TAX ATTORNEY'S FEES AND COSTS

COME NOW, Theodore Stuart Bernstein a/k/a Ted Bernstein, as Successor Personal Representative; Donald R. Tescher and Robert L. Spallina (hereinafter the "Movants"), by and through his undersigned counsel and hereby files this their Motion to Tax Attorney's Fees and Costs and in support thereof state, as follows:

1. On November 14, 2013, the Court entered an Order reserving ruling to tax attorney's fees and costs. A copy of said Order is attached hereto as Exhibit "A" and incorporated herein by reference.

2. The Movants hereby request that the Court tax their attorney's fees and costs

MARK R. MANCERI, P.A.● 2929 East Commercial Blvd.● Suite 702 ● Fort Lauderdale, FL 33308 ● (954) 491-7099

against Eliot Ivan Bernstein, individually or any beneficial interest he may have or acquire.

3. Movants are filing the instant Motion to insure timely compliance with Florida Rule of Civil Procedure 1.525.

WHEREFORE, the Movants hereby request that this Honorable Court enter an Order consistent with the relief requested herein and award of attorney's fees and costs and any other relief this Honorable Court deems just, equitable and proper.

MARK R. MANCERI, P.A.
2929 East Commercial Blvd., Suite 702
Ft. Lauderdale, FL 33308
Telephone: (954) 491-7099
E-mail: mrmlaw@comcast.net
mrmlaw1@gmail.com

By: _____
Mark R. Manceri, Esq.
Florida Bar No. 444560

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by U.S. mail to all parties on the following Service List, this 2nd day of December, 2013.

_____
Mark R. Manceri, Esq.

CASE NO.: 502011CP000653XXXXSB

SERVICE LIST

Eliot Bernstein
2753 NW 34th Street
Boca Raton, Florida 33434

Lisa Sue Friedstein
2142 Churchill Lane
Highland Park, IL 60035

Pamela Beth Simon
950 North Michigan Avenue, Suite 2603
Chicago, IL 60611

Jill Iantoni
2101 Magnolia Lane
Highland Park, IL 60035

[redacted]

TO REORDER CALL 954-846-9399

RECYCLED PAPER

LEGAL OFFICE PRODUCTS & SUPPLIES since 1977 an ALL STATE LEGAL company

[redacted]

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased. / PROBATE DIVISION

CASE NO: 502011CP000653XXXXSB

DIVISION: COLIN

ELIOT IVAN BERNSTEIN, PRO SE

Petitioner

vs.

TESCHER & SPALLINA, P.A., (and all parties associates and of counsel); ROBERT L. SPALLINA (both personally & professionally); DONALD R. TESCHER (both personally & professionally); THEODORE STUART BERNSTEIN (as alleged personal representative, trustee, successor trustee) (both personally and professionally); and JOHN and JANE DOE'S (1-5000),

Respondents. /

ORDER

THIS CAUSE came before the Court on October 28, 2013 pursuant to the Order of the Court dated September 24, 2013, and the Court having reviewed the file, having heard argument of Brandan Pratt, Esq.; Mark R. Manceri, Esq. and David Roth, Esq., and being otherwise fully advised on the premises it is hereby, ORDERED AND ADJUDGED, as follows:

1. The Estate shall remain open pending the filing of a Petition for Discharge by Ted Bernstein, as Successor Personal Representative AND ANY DISPOSITION THEREOF PURSUANT TO PLAINTIFF RIGHTS + INTERESTS.

2. The Court has determined that it will take no action regarding the form of the pleadings or other documents that were submitted to the Court to close the Estate while Simon

EXHIBIT "A"

Bernstein was serving as Personal Representative.

3. The Court reserves ruling on and retains jurisdiction to tax attorney's fees and costs and any other possible sanction upon the filing of a Motion and proper notice.

DONE AND ORDERED in Chambers, at Delray Beach, Palm Beach County, Florida, this 14 day of November, 2013.

HONORABLE MARTIN H. COLIN
CIRCUIT COURT JUDGE

Copies furnished to:
Mark R. Manceri, Esq.
Brandan J. Pratt, Esq.
David Roth, Esq.
All Interested Persons

[redacted]

TO REORDER CALL 954-846-9399

RECYCLED PAPER

LEGAL OFFICE PRODUCTS & SUPPLIES ON ALLSTATE LEGAL COMPANY SINCE 1977

Electronically Filed 11/11/2013 11:37:51 AM ET

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL
CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF File No.: 502011CP000653XXXXSB

SHIRLEY BERNSTEIN Division: IY

_____/

AMENDED NOTICE OF UMC HEARING
(Resets UMC Hearing Previously Set November 14th, 2013)

YOU ARE HEREBY NOTIFIED that the undersigned attorney will call up for hearing before The Honorable Martin H. Colin on **Tuesday November 19th, 2013 at 8:45 A.M.** in Courtroom 8, South Palm Beach County Courthouse, 200 West Atlantic Avenue, Delray Beach, Florida 33444, or as soon thereafter as counsel may be heard, on:

MOTION TO WITHDRAW

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that a true a copy of the foregoing was furnished via email or via the Florida Courts eFiling Portal to Mark Manceri, Esq., Robert Louis Spallina, Esq., and Eliot Bernstein this 11th day of November, 2013.

HUTH & PRATT
2101 N.W. Corporate Boulevard, Suite 400
Boca Raton, Florida 33431
Telephone: (561) 392-1800
Facsimile: (561) 392-3535

/s/ Brandan J. Pratt
Brandan J. Pratt, Esq.
Florida Bar No. 010745
Primary E-Mail: bpratt@huthpratt.com
Secondary E-mail: liza@huthpratt.com

Electronically Filed 11/08/2013 12:40:59 PM ET

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL
CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF — File No.502011CP000653XXXXSB

SHIRLEY BERNSTEIN — Division: IY

_____/

NOTICE OF UMC HEARING

YOU ARE HEREBY NOTIFIED that the undersigned attorney will call up for hearing before The Honorable Martin H. Colin on Thursday **November 14, 2013 at 8:45 A.M.** in Courtroom 8, South Palm Beach County Courthouse, 200 West Atlantic Avenue, Delray Beach, Florida 33444, or as soon thereafter as counsel may be heard, on:

MOTION TO WITHDRAW

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that a true a copy of the foregoing was furnished via email or via the Florida Courts eFiling Portal to Mark Manceri, Esq., Robert Louis Spallina, Esq., and Eliot Bernstein this 8th day of November, 2013.

HUTH & PRATT
2101 N.W. Corporate Boulevard, Suite 400
Boca Raton, Florida 33431
Telephone: (561) 392-1800
Facsimile: (561) 392-3535

/s/ Brandan J. Pratt
Brandan J. Pratt, Esq.
Florida Bar No. 010745
Primary E-Mail: bpratt@huthpratt.com
Secondary E-mail: liza@huthpratt.com

Electronically Filed 11/08/2013 12:40:59 PM ET

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL
CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF — File No.502011CP000653XXXXSB

SHIRLEY BERNSTEIN — Division: IY

_____/

MOTION TO WITHDRAW AS COUNSEL

COMES NOW, **Huth & Pratt**, pursuant to Rule 2.505(f) of the Florida Rules of Judicial Administration, and hereby moves to withdraw as counsel for **Eliot Bernstein** and in support thereof avers the following:

1. **Huth & Pratt** is currently attorney of record for **Eliot Bernstein** in this action.

2. There are certain irreconcilable differences that preclude Huth & Pratt from representing **Eliot Bernstein**.

3. The last known address for **Eliot Bernstein** is 2753 NW 34th Street, Boca Raton, Florida 33434.

4. It would create an unreasonable burden for Huth & Pratt to further represent **Eliot Bernstein**, in this matter.

5. WHEREFORE, **Huth & Pratt**, requests entry of an Order permitting its withdrawal and discharge as attorneys for **Eliot Bernstein** in this action, and asks this Court to award him such other and further relief as this court deems just and proper under the circumstances.

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that a true a copy of the foregoing was furnished via email or via the Florida Courts eFiling Portal to Mark Manceri, Esq., Robert Louis Spallina, Esq., and Eliot Bernstein this 8th day of November, 2013.

HUTH & PRATT
2101 N.W. Corporate Boulevard, Suite 400
Boca Raton, Florida 33431
Telephone: (561) 392-1800
Facsimile: (561) 392-3535

/s/ Brandan J. Pratt
Brandan J. Pratt, Esq.
Florida Bar No. 010745
Primary E-Mail: bpratt@huthpratt.com
Secondary E-mail: liza@huthpratt.com

TO REORDER CALL 954-846-9399

RECYCLED PAPER

LEGAL
OFFICE PRODUCTS & SUPPLIES
ON RELIABLE LEGAL CATALOGS

Electr ally Filed 11/01/2013 10:43:07 AM ET

IN THE CIRCUIT COURT OF THE FIFTEENTH
JUDICIAL CIRCUIT OF FLORIDA, IN AND FOR
PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF
SHIRLEY BERNSTEIN

Case No.: 502011CP000653XXXXSB
Division: IY

Deceased.
_____/

ELIOT BERNSTEIN'S FIRST SET OF INTERROGATORIES PROPOUNDED ON THEODORE S. BERNSTEIN

COMES NOW, ELIOT BERNSTEIN, pursuant to Florida Rule of Civil Procedure Rule 1.340, and hereby propounds this First Set of Interrogatories on **THEODORE S. BERNSTEIN** in his capacity as Personal Representative of the estate and requests **THEODORE S. BERNSTEIN** to answer the Interrogatories under oath, in writing, on or before the thirtieth (30th) day after service of this request:

INSTRUCTIONS

1. In answering these interrogatories, you are required to furnish information not only within your own knowledge or obtainable by you, but also any information or knowledge in the possession of or obtainable by your attorneys, representatives, agents or anyone acting on your behalf or on their behalf.

2. If after exercising due diligence to secure the information, you are unable to answer the questions in full, answer as completely as possible and then explain the reason you are unable to answer more fully, and identify any person or persons able to supply the information.

3. In lieu of identifying any documents a true and correct copy thereof may be annexed to and incorporated in the answers to these Interrogatories. If any such document has already been furnished to the undersigned, only on reference to such document is necessary so as

to enable the undersigned to identify it.

4. If any requested information claimed to be privileged or immune from discovery, please list the following for each item claimed to be privileged;

a. a brief description of the nature and contents of the matter claimed to be privileged or immune;

b. the name, occupation and capacity of the individual from whom the privilege or immune matter emanated;

c. the name, occupation and capacity of the individual to whom the allegedly privileged or immune matter was directed;

d. the date the item bears; and

f. the privilege or immunity claimed.

DEFINITIONS

As used in these interrogatories and in all subsequent written discovery, the following definitions shall apply:

1. The terms "document" and "documents" shall include, but are not limited to, all paper material of any kind, whether written, typed, printed, punched, filmed or marked in any way; recording tape or wires; film, photographs, movies or any graphic matter however produced or reproduced; all mechanical or electronic sound recordings or transcripts thereof in the actual or constructive possession, custody or control of Defendant, or his representatives of which he or his representatives have knowledge.

2. The term "person" includes a corporation, partnership, other business association or entity, a natural person, and any government or governmental body, commission, board or

agency.

3. The terms "communication" and "communications" mean the act or fact of communicating, whether by correspondence, telephone, meeting or any occasion of joint or mutual presence, as well as the transfer of any document from one person to another.

4. The terms "identify" and "identification" when used in reference to any individual person mean to state his or her full name, present or last known address, and his or her present or last known employment position and business affiliation. When used in reference to a person other than an individual person, identify or identification mean to state whether such person is a corporation, partnership or other entity and its name, present or last known address and principal place of its business. Once any person has been identified properly, it shall be sufficient thereafter when identifying that same person to state his, her or its name only.

5. The terms "identify" and "identification" when used in reference to a document or documents mean to state the date, the author (or, if different, the signer or signers), the addressee, type of document (e.g. letter, email, memorandum, telegram, statement, check, chart, sketch, etc.), and any other means of identifying with sufficient particularity to meet the requirements for its inclusion in a Request for Production pursuant to Rule 1.350, Florida Rules of Civil Procedure. If any such document is no longer in your possession, or subject to your control, state what disposition was made of it and the reason for such disposition.

6. The term "identify written communication" shall include the name and address of the person signing the writing, the name and address of the addressee, the date of the writing, and the person or persons having possession of same in addition to the information requested in Paragraph 5.

7. The term "identify oral communication" shall include the nature of said communication, the date of said communication, the name and address of the person making said communication, the name and address of the person receiving said communication and the contents of said communication.

8. As used in this interrogatory, "life functions and activities of daily living" shall mean the things human beings normally do in daily living including: seeing, talking, walking, breathing, writing, reading, hearing, preparing meals, eating, drinking, bathing, dressing, undressing, transferring from bed to chair and back, control over urinary and fecal discharge, using the toilet, grooming, homemaking, leisure, shopping for groceries and supplies, using the telephone, managing money and taking medications.

9. The terms "you" and "yours" refer to **THEODORE S. BERNSTEIN**, his or her agents, employees, representatives and attorneys.

10. The term "Decedent" shall refer to **SHIRLEY BERNSTEIN**, his or her agents, employees, representatives and attorneys

11. The term "Estate" shall refer to **ESTATE OF SHIRLEY BERNSTEIN**.

12. The term "Trust" shall refer to **TRUST OF SHIRLEY BERNSTEIN**.

13. Unless otherwise specified in the interrogatory, the time period for the requested response shall be limited to **Date May 20, 2008** through the present.

INTERROGATORIES

1. Identify all pieces of jewelry that that belonged to the Decedent at any point in time during the last two years of her death. Please include in your answer a description of the jewelry, the estimated value of the jewelry, whether the jewelry was included in the estate. If the jewelry was not included in the Decedent's estate please explain how the jewelry was transferred prior to death. Please also include the names of any witnesses who have knowledge of the statements made in this answer.

ANSWER:

2. Did the Decedent own or rent a lock box, bank box, or safe deposit box? If so, for each box, please state the name and address of the bank or financial institution where the box was located, the box number or account number, the time period that the Decedent owned or rented the box, the contents of the box, the names of the people who had access to the box, the time period that the people had access to the box, an itemization of the items that were in the box during the last two years of the Decedent's life, and an itemization of the items that were in the box on the dated that the Decedent died.

ANSWER:

3. Did the Decedent have an insurance policy that insured her jewelry or any other personal property? If so, for each policy, please state the name and address of the insurer, the policy number, and the time period that the Decedent held the policy.

ANSWER:

4. Please describe all distributions or disbursements that were paid by or on behalf of the Estate, even if the distribution or disbursement was made by the Decedent's Trust on behalf of the Estate. Please be sure to identify all creditor's claims and any fees and costs that were paid.

ANSWER:

I AM AWARE THAT ANY MATERIALLY FALSE STATEMENT KNOWINGLY MADE WITH THE INTENT TO DEFRAUD OR MISLEAD SHALL SUBJECT ME TO THE PENALTY OF PERJURY AND MAY BE CONSIDERED A FRAUD UPON THE COURT.

_____
THEODORE S. BERNSTEIN

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared TED S. BERNSTEIN, who, after being first by me duly sworn, deposes and states that he is the person described in and who executed the attached or foregoing instrument, and he acknowledged before me that the facts contained therein are true and correct to the best of his knowledge and belief.

WITNESS my hand and official seal at the State and County aforesaid, this _____ day of _____, 2013.

_____
NOTARY PUBLIC, State of Florida

My Commission Expires

____ Personally known

____ Produced Identification- Type of Identification Produced _____

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing was furnished this 1st, day of November, 2013 via e-mail to Mark Manceri, Esq., via-email address: mrmlaw@comcast.net and to Robert Louis Spallina, Esq., via-email address: rspallina@tescherspallina.com.

Huth & Pratt
2101 N.W. Corporate Boulevard, Suite 400
Boca Raton, Florida 33431
Telephone: (561) 392-1800
Facsimile: (561) 392-3535

/s/ Brandan J. Pratt
Brandan J. Pratt, Esq.
Florida Bar No. 010745
Primary E-Mail: bpratt@huthpratt.com
Secondary E-mail: liza@huthpratt.com

Mark R. Manceri, P.A.

ATTORNEY AND COUNSELOR AT LAW
2929 EAST COMMERCIAL BOULEVARD - SUITE 702
FORT LAUDERDALE, FLORIDA 33308

MARK R. MANCERI

FLORIDA BAR BOARD CERTIFIED
WILLS, TRUSTS AND ESTATES

WEB SITE: WWW.ESTATEPROBATELITIGATION.COM

TELEPHONE (954) 491-7099
FACSIMILE (954) 771-0545

November 4, 2013

Donald Tescher, Esq.
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431

Re: Estate of Shirley Bernstein, Case No.: 50211CP000653XXXXSB

Dear Don:

Enclosed are copies of the following documents dated November 1, 2013 I received from Brandan J. Pratt, Esq.:

1. Eliot Bernstein's First Set of Interrogatories Propounded on Theodore S. Bernstein.

2. Eliot Bernstein's First Request for Production of Documents and Things Propounded on Theodore S. Bernstein.

Should you have any questions, concerns or comments regarding the foregoing, please do not hesitate to contact me.

Yours truly,

Mark R. Manceri, Esq.

MRM/mmp
Enclosures

cc: Robert Spallina, Esq. (w/enlo.)
Ted Bernstein (w/enclo.)

[redacted]

TO REORDER CALL 954-846-9399
RECYCLED PAPER
LEGAL OFFICE PRODUCTS & SUPPLIES an ALL-STATE LEGAL company SINCE 1977

Electronically Filed 11/01/2013 10:43:07 AM ET

IN THE CIRCUIT COURT OF THE FIFTEENTH
JUDICIAL CIRCUIT OF FLORIDA, IN AND FOR
PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF
SHIRLEY BERNSTEIN

Case No.: 502011CP000653XXXXSB
Division: IY

Deceased.
_____/

ELIOT BERNSTEIN'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS AND THINGS PROPOUNDED ON THEODORE S. BERNSTEIN

COMES NOW, ELIOT BERNSTEIN, pursuant to Florida Rule of Civil Procedure 1.350 and hereby requests **THEODORE S. BERNSTEIN** in his capacity as Personal Representative of the estate to produce the following at the offices of Huth & Pratt, 2101 NW Corporate Blvd., Suite 400, Boca Raton, Florida 33431 on or before the thirtieth (30th) day after service of this request:

DEFINITIONS

As used in this Request to Produce, "documents" and "tangible things" shall include, but is not limited to, writings of any kind; graphic, photographic or actual records or representations of any kind; electronic, mechanical, electrical or computer records or representations of any kind; including e-mail and other data compilations from which information can be obtained, translated, if necessary, by you through detection devises into a reasonably usable form; including original, reproductions, drafts, identical copies and non-identical copies, whether different from original by reason of notation made on the copy of otherwise.

As used in this Request to Produce, "persons" shall include natural persons, proprietorships, corporations, public corporations, municipal corporations, state governments, local governments, governmental agencies, political subdivisions, partnerships, groups, associations or other business or pubic organizations.

As used in this Request to Produce, "property" shall include real property, personal property, tangible property, intangible property, and property of any type or kind.

If any document called for by this Request for Production is withheld because you claim that information is contained in a document, tangible thing or communication protected by the attorney-client privilege, work product privilege, or other recognized privilege, you are requested to so state, specify for each such document, tangible thing or communication, its title, subject matter, sender, author, recipients of copies, each person to whom the original or any copy was circulated, the parties to the communication, the persons present during the communication, the purpose of the communication, the basis upon which the privilege is claimed, and the Request to Produce to which the document, tangible thing or communication is responsive.

As used in this Request to Produce, the term "Decedent" shall refer to **SHIRLEY BERNSTEIN.**

As used in this Request to Produce, the term "Estate" shall refer to **ESTATE OF SHIRLEY BERNSTEIN.**

As used in this Request to Produce, the term "Trust" shall refer to **TRUST OF SHIRLEY BERNSTEIN.**

REQUESTS FOR PRODUCTION

1. Please produce all documents and all physical evidence that evidence or relate to pieces of jewelry that that belonged to the Decedent at any point in time during the last two years of her death.

2. Please produce all documents and all physical evidence that evidence or relate any lock box, bank box, or safe deposit box that the Decedent owned (whether individually or jointly with any other person) during the last two years of her life. Please be sure to include any rental contracts, lease agreements, account opening forms, inventories, and logs associated with any such box.

3. Please produce all documents and all physical evidence that evidence or relate to any insurance policy that the Decedent had on any personal property that she owned during

the last two years of her life. Please be sure to include any personal property riders on any home owner's insurance policy.

4. Please produce all documents and all physical evidence that evidence or relate to any distributions or disbursements that were paid by or on behalf of the Estate, even if the distribution or disbursement was made by the Decedent's Trust on behalf of the Estate. Please be sure to produce documents related to any creditor's claims and any fees and costs that were paid.

5. Please produce any and all fee arrangements, fee agreements, retainer agreements, bills, account statements and settlement sheets that for any attorney who has been paid for rendering services to the Estate.

6. Please produce all separate writings or any other document in which the Decedent indicates where she wants her personal property to go upon her death.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing was furnished this 1st, day of November, 2013 via e-mail to Mark Manceri, Esq., via-email address: mrmlaw@comcast.net and to Robert Louis Spallina, Esq., via-email address: rspallina@tescherspallina.com.

Huth & Pratt
2101 N.W. Corporate Boulevard, Suite 400
Boca Raton, Florida 33431
Telephone: (561) 392-1800
Facsimile: (561) 392-3535

/s/ Brandan J. Pratt
Brandan J. Pratt, Esq.
Florida Bar No. 010745
Primary E-Mail: bpratt@huthpratt.com
Secondary E-mail: liza@huthpratt.com

Kimberly Moran

From: Robert Spallina
Sent: Friday, November 01, 2013 11:18 AM
To: Kimberly Moran
Subject: FW: SERVICE OF COURT DOCUMENT - CASE NUMBER 502011CP000653XXXXSB
Please print for file

From: eservice@myflcourtaccess.com [mailto:eservice@myflcourtaccess.com]
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Subject: SERVICE OF COURT DOCUMENT - CASE NUMBER 502011CP000653XXXXSB

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Court:
Fifteenth Judicial Circuit in and for Palm Beach County, Florida

Case #:
502011CP000653XXXXSB

Case Style:
IN RE: Estate of Not Available

Document Title:
Request
Notice

Filer:
Brandan J. Pratt 561-392-1800

Notice has been electronically mailed to:

Name	Primary Email	Alternate Email 1
Brandan J. Pratt	bpratt@huthpratt.com	luanne@huthpratt.com
Mark R Manceri	mrmlaw@comcast.net	mrmlaw1@gmail.com
Peter M. Feaman	service@feamanlaw.com	mkoskey@feamanlaw.cc
Robert L. Spallina	rspallina@tescherspallina.com	kmoran@tescherspallina

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16

Electronically Filed 10/16/2013 01:40:21 PM ET

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF SHIRLEY BERNSTEIN, **PROBATE DIVISION**

Deceased. **CASE NO: 502011CP000653XXXXSB**

/

ELIOT IVAN BERNSTEIN, PRO SE **DIVISION: COLIN**

Petitioner

vs.

TESCHER & SPALLINA, P.A., (and all parties associates and of counsel); ROBERT L. SPALLINA (both personally & professionally); DONALD R. TESCHER (both personally & professionally); THEODORE STUART BERNSTEIN (as alleged personal representative, trustee, successor trustee) (both personally and professionally); and JOHN and JANE DOE'S (1-5000),

Respondents.

/

NOTICE OF FILING

PLEASE TAKE NOTICE that the following copies of which are attached hereto, have been filed of record with the Clerk of this Court.

1. Return of Service dated October 10, 2013 (Candice Bernstein).

2. Return of Service dated October 10, 2013 (Eliot Ivan Bernstein).

MARK R. MANCERI, P.A. • 2929 East Commercial Blvd. • Suite 702 • Fort Lauderdale, FL 33308 • (954) 491-7099

CASE NO.: 502011CP000653XXXXSB

MARK R. MANCERI, P.A.
2929 East Commercial Blvd., Suite 702
Ft. Lauderdale, FL 33308
Telephone: (954) 491-7099
E-mail: mrmlaw@comcast.net
mrmlaw1@gmail.com

By: _____
Mark R. Manceri, Esq.
Florida Bar No. 444560

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by U.S. mail to all parties on the following Service List, this 16th day of October, 2013.

_____
Mark R. Manceri, Esq.

CASE NO.: 502011CP000653XXXXSB

SERVICE LIST

Theodore Stuart Bernstein
Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, Florida 33487

Eliot Bernstein
2753 NW 34th Street
Boca Raton, Florida 33434

Lisa Sue Friedstein
2142 Churchill Lane
Highland Park, IL 60035

Pamela Beth Simon
950 North Michigan Avenue, Suite 2603
Chicago, IL 60611

Jill Iantoni
2101 Magnolia Lane
Highland Park, IL 60035

RETURN OF SERVICE

State of FL **County of Palm Beach** **Circuit Court**

Case Number: 502011CP000653XXXXSB Court Date: 10/28/2013 4:00 pm

Plaintiff:
Eliot Ivan Bernstein, Pro Se

vs.

Defendant:
Tescher & Spallina, P.A., (and all parties associates and of counsel); Robert L. Spallina; et al

For:
Mark Manceri
Mark R Manceri, PA
2929 E Commercial Blvd
Ste 702
Ft Lauderdale, FL 33308

Received by Advantage Messenger & Process on the 3rd day of October, 2013 at 3:00 pm to be served on **Candice Bernstein, 2753 NW 34th Street, Boca Raton, FL 33434.**

I, Donna M Rocco, do hereby affirm that on the **10th day of October, 2013 at 8:42 am, I:**

INDIVIDUALLY/PERSONALLY served by delivering a true copy of the **Witness Subpoena and a witness fee check in the amount of $7.00** with the date and hour of service endorsed thereon by me, to: **Candice Bernstein** at the address of: **2753 NW 34th Street, Boca Raton, FL 33434**, and informed said person of the contents therein, in compliance with state statutes.

Additional Information pertaining to this Service:
10/5/2013 10:15 am Attempted Service. Out to breakfast per son.
10/5/2013 1:47 pm Attempted Service. No response. Car in driveway tag# BGF C36.

Description of Person Served: Age: 50, Sex: F, Race/Skin Color: White, Height: 5' 7", Weight: 140, Hair: Blonde, Glasses: N

I certify that I am over the age of 18, have no interest in the above action, and am a Certified Process Server, in good standing, in the jurisdiction which the process was served. Under penalty of perjury, I declare that I have read the foregoing Affidavit of Service and that the facts stated in it are true. NOTARY NOT REQUIRED PURSUANT TO F.S.92.525(2).

Donna M Rocco

Advantage Messenger & Process
7378 W Atlantic Blvd
Ste 113
Margate, FL 33063
(954) 818-6555
Our Job Serial Number: AMV-2013003458

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RETURN OF SERVICE

State of FL **County of Palm Beach** **Circuit Court**

Case Number: 502011CP000653XXXXSB Court Date: 10/28/2013 4:00 pm

Plaintiff:
Eliot Ivan Bernstein, Pro Se

vs.

Defendant:
Tescher & Spallina, P.A., (and all parties associates and of counsel); Robert L. Spallina; et al

For:
Mark Manceri
Mark R Manceri, PA
2929 E Commercial Blvd
Ste 702
Ft Lauderdale, FL 33308

Received by Advantage Messenger & Process on the 3rd day of October, 2013 at 3:00 pm to be served on **Eliot Ivan Bernstein, 2753 NW 34th Street, Boca Raton, FL 33434.**

I, Donna M Rocco, do hereby affirm that on the **10th day of October, 2013** at **8:42** am, I:

SUBSTITUTE served by delivering a true copy of the **Witness Subpoena and a witness fee check in the amount of $7.00** with the date and hour of service endorsed thereon by me, to: **Candice Bernstein as Co-Resident** at the address of: **2753 NW 34th Street, Boca Raton, FL 33434**, the within named person's usual place of **Abode**, who resides therein, who is fifteen (15) years of age or older and informed said person of the contents therein, in compliance with state statutes.

Additional Information pertaining to this Service:
10/5/2013 10:15 am Attempted Service. Out to breakfast per son.
10/5/2013 1:47 pm Attempted Service. No response. Car in driveway tag# BGF C36.

Description of Person Served: Age: 50, Sex: F, Race/Skin Color: White, Height: 5' 7", Weight: 140, Hair: Blonde, Glasses: N

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Donna M Rocco

Advantage Messenger & Process
7378 W Atlantic Blvd
Ste 113
Margate, FL 33063
(954) 818-6555
Our Job Serial Number: AMV-2013003459

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Case: 1:13-cv-03643 Document #: 258-7 Filed: 08/27/16 Page 898 of 1000 PageID #:11338

Kimberly Moran

From: eservice@myflcourtaccess.com
Sent: Wednesday, October 16, 2013 1:40 PM
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Notice of Electronic Filing

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Court:	Fifteenth Judicial Circuit in and for Palm Beach County, Flc
Case #:	502011CP000653XXXXSB
Case Style:	IN RE: Estate of Not Available
Document Title:	Notice Of Filing
Filer:	Mark R Manceri 954-491-7099

Notice has been electronically mailed to:

Name	Primary Email	Alternate Email 1
Mark R Manceri	mrmlaw@comcast.net	mrmlaw1@gmail.co
Robert L. Spallina	rspallina@tescherspallina.com	kmoran@tescherspa.com

Notice is not sent to:

Name	Primary Email	Alternate Email 1
No Matching Entries		

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IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA
PROBATE /GUARDIANSHIP DIVISION "IY"

CASE NO. 502011CP000653XXXXSB

IN RE: THE ESTATE OF:
SHIRLEY BERNSTEIN,
Deceased
_____/

ELIOT IVAN BERNSTEIN, PRO SE
Petitioner,

v.

TESCHER & SPALLINA, P.A., (AND ALL PARTNERS, ASSOCIATES AND OF COUNSEL); ROBERT L. SPALLINA (BOTH PERSONALLY & PROFESSIONALLY); DONALD R. TESCHER (BOTH PERSONALLY & PROFESSIONALLY); THEODORE STUART BERNSTEIN (AS ALLEGED PERSONAL REPRESENTATIVE, TRUSTEE, SUCCESSOR TRUSTEE) (BOTH PERSONALLY AND PROFESSIONALLY); AND JOHN AND JANE DOE'S (1-5000),
Respondents.
_____/

ORDER SETTING HEARING

THIS MATTER came before the Court on the Notice of Emergency Motion to Freeze Estates. Upon consideration, it is hereby

ORDERED AND ADJUDGED that:

This case is hereby set for a hearing on **Friday, September 13, 2013 @ 1:30 p.m. for 30 minutes before Judge Martin H. Colin** in Courtroom 8, 200 W. Atlantic Avenue, Delray Beach, FL 33444. This matter is set for a 30 minute oral argument only (1) whether this matter is an Emergency and (2) what type of evidentiary hearing, if any, needs to be held.

DONE AND ORDERED in chambers, at Delray Beach, Palm Beach County, Florida this 4th day of September, 2013.

MARTIN H. COLIN
Circuit Court Judge

Copies furnished:
Robert L. Spallina, Esquire
Boca Village Corporate Center 1
4855 Technology Way, Suite 720
Boca Raton, Fl. 33431

Donald Tescher, Esquire
Boca Village Corporate Center 1
4855 Technology Way, Suite 720
Boca Raton, Fl. 33431

Theodore Stuart Bernstein
Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, Fl. 33487

Eliot Bernstein
2753 NW 34th Street
Boca Raton, Fl. 33434

Lisa Sue Friedstein
2142 Churchill Lane
Highland Park, IL 60035

Jill Marla Iantoni
2101 Magnolia Lane
Highland Park, IL 60035

Pamela Beth Simon
950 North Michigan Avenue, Suite 2603
Chicago, IL 60611

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA
PROBATE /GUARDIANSHIP DIVISION "IY"

CASE NO. 502011CP000653XXXXSB

IN RE: THE ESTATE OF:
SHIRLEY BERNSTEIN,
Deceased

_____/

ELIOT IVAN BERNSTEIN, PRO SE
Petitioner,

v.

TESCHER & SPALLINA, P.A., (AND ALL PARTNERS, ASSOCIATES AND OF COUNSEL); ROBERT L. SPALLINA (BOTH PERSONALLY & PROFESSIONALLY); DONALD R. TESCHER (BOTH PERSONALLY & PROFESSIONALLY); THEODORE STUART BERNSTEIN (AS ALLEGED PERSONAL REPRESENTATIVE, TRUSTEE, SUCCESSOR TRUSTEE) (BOTH PERSONALLY AND PROFESSIONALLY); AND JOHN AND JANE DOE'S (1-5000),
Respondents.

_____/

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MARTIN H. COLIN
Circuit Court Judge

Copies furnished:
Robert L. Spallina, Esquire
Boca Village Corporate Center I
4855 Technology Way, Suite 720
Boca Raton, Fl. 33431

Donald Tescher, Esquire
Boca Village Corporate Center I
4855 Technology Way, Suite 720
Boca Raton, Fl. 33431

Theodore Stuart Bernstein
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950 Peninsula Corporate Circle, Suite 3010
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Highland Park, IL 60035

Jill Marla Iantoni
2101 Magnolia Lane
Highland Park, IL 60035

Pamela Beth Simon
950 North Michigan Avenue, Suite 2603
Chicago, IL 60611

[redacted]

[redacted]

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IN THE CIRCUIT COURT OF THE FIFTEEN JUDICIAL CIRCUIT

IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: THE ESTATE OF	CASE NO. 502011CP000653XXXXSB
SHIRLEY BERNSTEIN,	NOTICE OF MOTION
Deceased	JUDGE MARTIN H. COLIN

_____/

ELIOT IVAN BERNSTEIN, PRO SE

PETITIONER,

V.

TESCHER & SPALLINA, P.A., (AND ALL PARTNERS, ASSOCIATES AND OF COUNSEL); ROBERT L. SPALLINA (BOTH PERSONALLY & PROFESSIONALLY); DONALD R. TESCHER (BOTH PERSONALLY & PROFESSIONALLY); THEODORE STUART BERNSTEIN (AS ALLEGED PERSONAL REPRESENTATIVE, TRUSTEE, SUCCESSOR TRUSTEE) (BOTH PERSONALLY AND PROFESSIONALLY); AND JOHN AND JANE DOE'S (1-5000)

RESPONDENTS.

_____/

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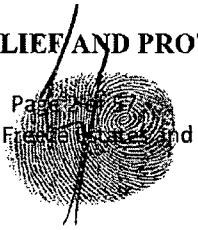
CLERK & COMPTROLLER
PALM BEACH COUNTY

NOTICE OF EMERGENCY MOTION TO FREEZE ESTATES OF SHIRLEY BERNSTEIN DUE TO ADMITTED AND ACKNOWLEDGED NOTARY PUBLIC FORGERY, FRAUD AND MORE BY THE LAW FIRM OF TESCHER & SPALLINA, P.A., ROBERT SPALLINA AND DONALD TESCHER ACTING AS ALLEGED PERSONAL REPRESENTATIVES AND THEIR LEGAL ASSISTANT AND NOTARY PUBLIC, KIMBERLY MORAN: MOTION FOR INTERIM DISTRIBUTION DUE TO EXTORTION BY ALLEGED PERSONAL REPRESENTATIVES AND OTHERS; MOTION TO STRIKE THE MOTION OF SPALLINA TO REOPEN THE ESTATE;

CONTINUED MOTION FOR REMOVAL OF ALLEGED PERSONAL REPRESENTATIVES AND ALLEGED SUCCESSOR TRUSTEE

PLEASE TAKE NOTICE that upon the accompanying affirmation; Pro Se Petitioner Eliot Ivan Bernstein will move this Court before the Honorable Judge Martin H. Colin, Circuit Judge, at the South County Courthouse, 200 West Atlantic Ave., Delray Beach, FL 33401, at a date and time to be determined by the Court, for an order to **(i) FREEZE ESTATES OF SHIRLEY BERNSTEIN DUE TO ADMITTED AND ACKNOWLEDGED NOTARY PUBLIC FORGERY, FRAUD AND MORE BY THE LAW FIRM OF TESCHER & SPALLINA, P.A., ROBERT SPALLINA AND DONALD TESCHER ACTING AS ALLEGED PERSONAL REPRESENTATIVES AND THEIR LEGAL ASSISTANT AND NOTARY PUBLIC, KIMBERLY MORAN (ii) FOR INTERIM DISTRIBUTION DUE TO EXTORTION BY ALLEGED PERSONAL REPRESENTATIVES AND OTHERS (iii) TO STRIKE THE MOTION OF SPALLINA TO REOPEN THE ESTATE and (iv) CONTINUED MOTION FOR REMOVAL OF ALLEGED PERSONAL REPRESENTATIVES AND ALLEGED SUCCESSOR TRUSTEE** and such other relief as the Court may find just and proper. That due to extraordinary circumstances defined herein that will cause an immediate lights out situation on Petitioner's family, including three minor children who are Beneficiaries of the estate, due to Admitted and Acknowledged Forgeries and Fraud by the alleged Personal Representatives and their Licensed Notary Public, Kimberly Moran ("Moran") submitted to the Florida Governor's Office Notary Public Investigations Division regarding documents of the estate filed with this Court, Petitioner requests this Court not wait for a hearing to be scheduled but instead act on its own motion immediately to stop these now **LIFE THREATENING EMERGENCIES** and to stop further crimes from being committed and order **EMERGENCY RELIEF AND PROTECTION** to the Beneficiaries to



curtail an attempted Extortion of Petitioner, as described herein. Note that the **ADMITTED FRAUD AND FORGERIES OF DOCUMENTS WAS SUBMITTED AS PART OF FRAUD ON THIS COURT DIRECTLY TO THIS COURT** and therefore these Admitted and Acknowledged Felony crimes detailed herein have been committed directly against this Court in addition to Petitioner, Beneficiaries and Interested Parties. This Court should therefore take immediate Judicial Notice of the facts contained herein, including but not limited to, Admitted and Acknowledged Forgeries and Fraud and take immediate corrective measures.

Dated: Palm Beach County, FL

08 Sept 2019

X

Eliot L. Bernstein
2753 NW 34th St.
Boca Raton, FL 33434
(561) 245-8588

To:

Respondents sent US Mail, Fax and Email

Robert L. Spallina, Esq.
Tescher & Spallina, P.A.
Boca Village Corporate Center I
4855 Technology Way
Suite 720
Boca Raton, FL 33431
rspallina@tescherspallina.com

Donald Tescher, Esq.
Tescher & Spallina, P.A.
Boca Village Corporate Center I
4855 Technology Way
Suite 720
Boca Raton, FL 33431
dtescher@tescherspallina.com

Theodore Stuart Bernstein

Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, Florida 33487
tbernstein@lifeinsuranceconcepts.com

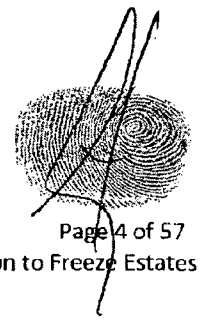
Interested Parties and Trustees for Beneficiaries

Lisa Sue Friedstein
2142 Churchill Lane
Highland Park IL 60035
Lisa@friedsteins.com
lisa.friedstein@gmail.com

Jill Marla Iantoni
2101 Magnolia Lane
Highland Park, IL 60035
jilliantoni@gmail.com
Iantoni_jill@ne.bah.com

Pamela Beth Simon
950 North Michigan Avenue
Suite 2603
Chicago, IL 60611
psimon@stpcorp.com

Eliot Ivan Bernstein
2753 NW 34th St.
Boca Raton, FL 33434
iviewit@iviewit.tv
iviewit@gmail.com



IN THE CIRCUIT COURT OF THE FIFTEEN JUDICIAL CIRCUIT

IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF	CASE NO. 502011CP000653XXXXSB
SHIRLEY BERNSTEIN,	PROBATE DIVISION
DECEASED	JUDGE MARTIN H. COLIN

ELIOT IVAN BERNSTEIN, PRO SE

AFFIRMATION

PETITIONER,

V.

TESCHER & SPALLINA, P.A., (AND ALL PARTNERS, ASSOCIATES AND OF COUNSEL); ROBERT L. SPALLINA (BOTH PERSONALLY & PROFESSIONALLY); DONALD R. TESCHER (BOTH PERSONALLY & PROFESSIONALLY); THEODORE STUART BERNSTEIN (AS ALLEGED PERSONAL REPRESENTATIVE, TRUSTEE, SUCCESSOR TRUSTEE) (BOTH PERSONALLY AND PROFESSIONALLY); AND JOHN AND JANE DOE'S (1-5000)

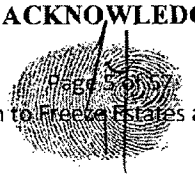
RESPONDENTS.

_____/

AFFIRMATION

I, Eliot Ivan Bernstein, make the following affirmation under penalties of perjury:

I, Eliot Ivan Bernstein, am the Pro Se Petitioner ("Petitioner") in the above entitled action, and respectfully move this Court to issue an order to, Freeze the Estate of Shirley Bernstein ("Shirley") due to **ADMITTED AND ACKNOWLEDGED CRIMINAL ACTS,**



INCLUDING BUT NOT LIMITED TO, FORGERY, NOTARY PUBLIC FRAUD, FRAUD ON THIS COURT, FRAUD ON THE BENEFICIARIES AND INTERESTED PARTIES AND INTERSTATE MAIL & WIRE FRAUD and such other relief as the Court may find just and proper. These Criminal Acts were committed in the estate by the Law Firm of Tescher & Spallina, P.A. ("TSPA"), Robert Spallina ("Spallina") and Donald Tescher ("Tescher") acting as alleged Personal Representatives, acting further as Employer to their Legal Assistant and Licensed Notary Public, Kimberly Moran ("Moran") and finally acting in collusion with Theodore Bernstein ("Ted"), all acting under alleged Fiduciary Powers illegally gained through alleged Fraud as evidenced herein.

The reasons why I am entitled to the relief I seek are the following, based on information and belief:

INTRODUCTION

1. That on May 6, 2013 Petitioner filed Docket #34 an "**EMERGENCY PETITION TO: FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SHIRLEY BERNSTEIN AND MORE**" ("Petition 1").

   i. www.iviewit.tv/20130506PetitionFreezeEstates.pdf 15th Judicial Florida Probate Court and

   ii. www.iviewit.tv/20130512MotionRehearReopenObstruction.pdf US District Court Pages 156-582

2. That on May 29, 2013, Petitioner filed Docket #37 **"RENEWED EMERGENCY PETITION"** ("Petition 2")

   i. www.iviewit.tv/20130529RenewedEmergencyPetitionShirley.pdf

3. That on June 26, 2013, Docket #39 Petitioner filed a **"MOTION TO: CONSIDER IN ORDINARY COURSE THE EMERGENCY PETITION TO FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SHIRLEY BERNSTEIN AND MORE FILED BY PETITIONER"** ("Petition 3")

   i. www.iviewit.tv/20130626MotionReconsiderOrdinaryCourseShirley.pdf

4. That on July 15, 2013, Petitioner filed Docket #40 **"MOTION TO RESPOND TO THE PETITIONS BY THE RESPONDENTS"** ("Petition 4")

   i. www.iviewit.tv/20130714MotionRespondPetitionShirley.pdf

5. That on July 24, 2013, Petitioner filed Docket #41 **"MOTION TO REMOVE PERSONAL REPRESENTATIVES" for insurance fraud and more.** ("Petition 5")

   i. www.iviewit.tv/20130724ShirleyMotionRemovePR.pdf

6. That on August 28, 2013, Petitioner filed Docket #TBD "**NOTICE OF MOTION FOR: INTERIM DISTRIBUTION FOR BENEFICIARIES NECESSARY LIVING EXPENSES, FAMILY ALLOWANCE, LEGAL COUNSEL EXPENSES TO BE PAID**

BY PERSONAL REPRESENTATIVES AND REIMBURSEMENT TO BENEFICIARIES SCHOOL TRUST FUNDS" ("Petition 6")

i. www.iviewit.tv/20130828MotionFamilyAllowanceShirley.pdf

MOTION TO FREEZE ESTATES OF SHIRLEY BERNSTEIN DUE TO ADMITTED AND ACKNOWLEDGED NOTARY PUBLIC FRAUD BY THE LAW FIRM OF TESCHER & SPALLINA, P.A., ROBERT SPALLINA AND DONALD TESCHER ACTING AS ALLEGED PERSONAL REPRESENTATIVES AND THEIR LEGAL ASSISTANT AND NOTARY PUBLIC, KIMBERLY MORAN

7. That in the aforesaid Petitions 1-6, Petitioner prayed to this Court already to Freeze the Estates of both Simon Bernstein ("Simon") and Shirley on various grounds of alleged criminal activity claimed in Petitions 1-6. Petitioner requests this Court to consider allegations stated in those Petitions as part of this Motion and now reconsider them in light of the newly **ADMITTED AND ACKNOWLEDGED CRIMINAL ACTS, INCLUDING BUT NOT LIMITED TO, FORGERY[1], NOTARY PUBLIC FRAUD[2], FRAUD ON THIS COURT[3], FRAUD ON THE BENEFICIARIES AND INTERESTED PARTIES[4] AND INTERSTATE MAIL AND WIRE FRAUD[5].**

[1] 831.02 Uttering forged instruments.—Whoever utters and publishes as true a false, forged or altered record, deed, instrument or other writing mentioned in s. 831.01 knowing the same to be false, altered, forged or counterfeited, with intent to injure or defraud any person, shall be guilty of a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.
History.—s. 2, ch. 1637, 1868; RS 2480; GS 3360; RGS 5208; CGL 7326; s. 2, ch. 59-31; s. 2, ch. 61-98; s. 960, ch. 71-136.

[2] 117.105 False or fraudulent acknowledgments; penalty.-A notary public who falsely or fraudulently takes an acknowledgment of an instrument as a notary public or who falsely or fraudulently makes a certificate as a notary public or who falsely takes or receives an acknowledgment of the signature on a written instrument is guilty of a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

[3] "Fraud on the Court as a Basis for Dismissal with Prejudice or Default: An Old Remedy Has New Teeth"

TO REORDER CALL 954-846-9399

RECYCLED PAPER

LEGAL OFFICE PRODUCTS & SUPPLIES since 1977 an ALLSTATE LEGAL company

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN File No. 502011CP000653XXXXSB

Deceased.

MOTION TO REOPEN ESTATE AND SET EVIDENTIARY HEARING

Comes now the undersigned, counsel to the captioned estate, and alleges as follows:

1. The Estate was closed and an Order of Discharge was entered on January 3, 2013.

2. The Personal Representative of the Estate, Simon Bernstein, died on September 13, 2012 and his probate estate is currently being administered before this Court.

3. It was recently brought to the attention of the Petitioner that certain irregularities occurred in connection with the execution of the Waivers filed in connection with the closing of this Estate.

4. In order to remove any issues regarding the rights of the surviving spouse and the five adult children of Simon and Shirley Bernstein, and as officers of the Court, it is our obligation to bring this matter to the attention of the Court and to all persons impacted by the actions, and to give these persons the opportunity to cure the irregularities.

5. We believe that the appropriate procedure is to notify the persons affected by the irregularities and to hold a hearing before this Court so that they have the opportunity, if they wish, to seek appropriate relief.

WHEREFORE, the undersigned seek an Order reopening the Shirley Bernstein probate for the sole purpose of presenting evidence regarding the irregularities and permitting the affected persons the opportunity to be heard.

Dated as of this 26 day of August, 2013.

Respectfully Submitted,

TESCHER & SPALLINA, P.A.

By: _____

ROBERT L. SPALLINA, ESQUIRE
Florida Bar No. 497381
4855 Technology Way, Ste. 720
Boca Raton, FL 33431
561-997-7008
rspallina@tescherspallina.com

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA
PROBATE DIVISION

IN RE: ESTATE OF

SHIRLEY BERNSTEIN,

File No. 502011CP000653XXXXSB

Deceased.

NOTICE OF HEARING
(1 Hour Reserved)

YOU ARE HEREBY NOTIFIED that the undersigned will call up for hearing before the Honorable Martin Colin, Judge of this Court, in the Chambers at the South Palm Beach County Courthouse, the address of which is 200 West Atlantic Avenue, Delray Beach, Florida, on the 28th day of October, at 11:00 a.m., or as soon thereafter as Counsel may be heard, the following:

1) **MOTION TO REOPEN ESTATE AND SET EVIDENTIARY HEARING (copy attached)**

PLEASE GOVERN YOURSELVES ACCORDINGLY.

I CERTIFY that a true and correct copy of the foregoing has been furnished via email and by U.S. Mail to the following:

NAME	EMAIL	ADDRESS
Ted S. Bernstein	tbernstein@lifeinsuranceconcepts.com	880 Berkeley Street Boca Raton, FL 33487
Pamela B. Simon	psimon@stpcorp.com	950 North Michigan Avenue, Suite 2603 Chicago, IL 60606
Eliot Bernstein	iviewit@iviewit.tv	2753 NW 34th St. Boca Raton, FL 33434
Jill Iantoni	jilliantoni@gmail.com	2101 Magnolia Lane Highland Park, IL 60035

Lisa S. Friedstein lisa@friedsteins.com

2142 Churchill Lane
Highland Park, IL 60035

on this 29th day of August 2013.

Respectfully Submitted,

ROBERT L. SPALLINA, ESQ.
Florida Bar No. 497381
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Telephone: (561) 997-7008
Fax: (561) 997-7308
Primary: rspallina@tescherspallina.com
Secondary: dtescher@tescherspallina.com

In accordance with the Americans with Disabilities Act, persons in need of a special accommodation to participate in this proceeding shall, within a reasonable time prior to any proceeding, contact the Court, the address of which is:
200 West Atlantic Avenue, Delray Beach, Florida. Telephone Number: (561) 355-2431.

[redacted]

12

TO REORDER CALL 954-846-9399

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[redacted]

IN THE CIRCUIT COURT OF THE FIFTEEN JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF
SHIRLEY BERNSTEIN,
DECEASED

CASE NO. 2012CP004391 IX
PROBATE DIVISION

JUDGE MARTIN H. COLIN

ELIOT IVAN BERNSTEIN, PRO SE
PETITIONER,

V.

NOTICE OF MOTION

TESCHER & SPALLINA, P.A., (AND ALL PARTNERS, ASSOCIATES AND OF COUNSEL), ROBERT L. SPALLINA (BOTH PERSONALLY & PROFESSIONALLY), DONALD R. TESCHER (BOTH PERSONALLY & PROFESSIONALLY), THEODORE STUART BERNSTEIN, AS PERSONAL REPRESENTATIVES ET AL., TRUSTEES, SUCCESSOR TRUSTEES AND ESTATE COUNSEL AND JOHN AND JANE DOES,

RESPONDENTS.
_____/

COPY
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AUG 28 2013
SHARON R. BOCK
CLERK & COMPTROLLER
PALM BEACH COUNTY

NOTICE OF MOTION FOR: INTERIM DISTRIBUTION FOR BENEFICIARIES NECESSARY LIVING EXPENSES, FAMILY ALLOWANCE, LEGAL COUNSEL EXPENSES TO BE PAID BY PERSONAL REPRESENTATIVES AND REIMBURSEMENT TO BENEFICIARIES SCHOOL TRUST FUNDS

PLEASE TAKE NOTICE that upon the accompanying affirmation; Pro Se Petitioner Eliot Ivan Bernstein will move this Court before the Honorable Judge Martin H. Colin, Circuit Judge, at the South County Courthouse, 200 West Atlantic Ave., Delray Beach, FL 33401, at a date and time to be determined by the Court, for an order for:

i. Family Allowance;

IN THE CIRCUIT COURT OF THE FIFTEEN JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF SHIRLEY BERNSTEIN, DECEASED	CASE NO. 2012CP004391 IX PROBATE DIVISION JUDGE MARTIN H. COLIN
ELIOT IVAN BERNSTEIN, PRO SE PETITIONER,	**NOTICE OF MOTION**
V.	
TESCHER & SPALLINA, P.A., (AND ALL PARTNERS, ASSOCIATES AND OF COUNSEL), ROBERT L. SPALLINA (BOTH PERSONALLY & PROFESSIONALLY), DONALD R. TESCHER (BOTH PERSONALLY & PROFESSIONALLY), THEODORE STUART BERNSTEIN, AS PERSONAL REPRESENTATIVES ET AL., TRUSTEES, SUCCESSOR TRUSTEES AND ESTATE COUNSEL AND JOHN AND JANE DOES,	
RESPONDENTS.	

NOTICE OF MOTION FOR: INTERIM DISTRIBUTION FOR BENEFICIARIES NECESSARY LIVING EXPENSES, FAMILY ALLOWANCE, LEGAL COUNSEL EXPENSES TO BE PAID BY PERSONAL REPRESENTATIVES AND REIMBURSEMENT TO BENEFICIARIES SCHOOL TRUST FUNDS

PLEASE TAKE NOTICE that upon the accompanying affirmation; Pro Se Petitioner Eliot Ivan Bernstein will move this Court before the Honorable Judge Martin H. Colin, Circuit Judge, at the South County Courthouse, 200 West Atlantic Ave., Delray Beach, FL 33401, at a date and time to be determined by the Court, for an order for:

i. Family Allowance;

ii. Interim Distributions for Beneficiaries immediate needs of School Tuition and Living Expenses;

iii. Legal Counsel Expenses to be paid by Spallina & Tescher, Robert Spallina and Donald Tescher (collectively herein the "Personal Representatives"), as all of these needs are a result of their misconduct and violations of law;

iv. Reimbursement of the beneficiaries school trust funds due to depletion of these funds caused by further fraud by the Personal Representatives; and

v. Such other relief as the Court may find just and proper.

Dated: Palm Beach County, FL

28th, 2013

X

Eliot I. Bernstein
2753 NW 34th St.
Boca Raton, FL 33434
(561) 245-8588

To:

Respondents served Email

Robert L. Spallina, Esq.
Tescher & Spallina, P.A.
Boca Village Corporate Center I
4855 Technology Way
Suite 720
Boca Raton, FL 33431
rspallina@tescherspallina.com

Donald Tescher, Esq.
Tescher & Spallina, P.A.
Boca Village Corporate Center I
4855 Technology Way
Suite 720
Boca Raton, FL 33431
dtescher@tescherspallina.com

Theodore Stuart Bernstein
Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, Florida 33487
tbernstein@lifeinsuranceconcepts.com

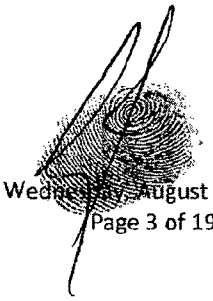
Interested Parties and Trustees for Beneficiaries

Lisa Sue Friedstein
2142 Churchill Lane
Highland Park IL 60035
Lisa@friedsteins.com

Jill Marla Iantoni
2101 Magnolia Lane
Highland Park, IL 60035
jilliantoni@gmail.com

Pamela Beth Simon
950 North Michigan Avenue
Suite 2603
Chicago, IL 60611
psimon@stpcorp.com

Eliot Ivan Bernstein
2753 NW 34th St.
Boca Raton, FL 33434
iviewit@iviewit.tv



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LEGAL OFFICE PRODUCTS & SUPPLIES an ALSTATE LEGAL company since 1977

IN THE CIRCUIT COURT OF THE FIFTEEN JUDICIAL CIRCUIT

IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF	CASE NO. 502011CP00653XXXXSB
SHIRLEY BERNSTEIN,	PROBATE DIVISION
DECEASED	JUDGE MARTIN H. COLIN

ELIOT IVAN BERNSTEIN, PRO SE

PETITIONER,

V.

TESCHER & SPALLINA, P.A., (AND ALL PARTNERS, ASSOCIATES AND OF COUNSEL), ROBERT L. SPALLINA (BOTH PERSONALLY & PROFESSIONALLY), DONALD R. TESCHER (BOTH PERSONALLY & PROFESSIONALLY), THEODORE STUART BERNSTEIN, AS PERSONAL REPRESENTATIVES ET AL., TRUSTEES, SUCCESSOR TRUSTEES AND ESTATE COUNSEL AND JOHN AND JANE DOES,

RESPONDENTS.

_____/

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CLERK & COMPTROLLER
PALM BEACH COUNTY

MOTION TO REMOVE PERSONAL REPRESENTATIVES

PLEASE TAKE NOTICE that upon the accompanying affirmation; Pro Se Petitioner Eliot Ivan Bernstein will move this Court before the Honorable Judge Martin H. Colin, Circuit Judge, at the South County Courthouse, 200 West Atlantic Ave., Delray Beach, FL 33401, at a date and time to be determined by the Court, for an order to remove the Personal Representatives Tescher & Spallina P.A., Donald Tescher & Robert Spallina as Personal Representatives and Theodore

Bernstein as Trustee, Successor Trustee, Personal Representative and any other capacity they may have claimed in the estates of Simon and Shirley ("Estates") and have them immediately deliver all Estates assets, records, accountings, inventories, documents, papers, and other property of or concerning the Estates in the removed Personal Representatives and Trustees possession or control to the remaining Personal Representative or successor fiduciary or this Court. That this Court then turn all relevant documents over to the appropriate state and federal authorities for further investigation of alleged Forgery and Fraud and other violations of state and federal law and for such other relief as the Court may find just and proper.

Dated: Palm Beach County, FL

_____, 2013

X_____
Eliot I. Bernstein
2753 NW 34th St.
Boca Raton, FL 33434
(561) 245-8588

To: Respondents sent Certified Mail

Robert L. Spallina, Esq.
Tescher & Spallina, P.A.
Boca Village Corporate Center I
4855 Technology Way
Suite 720
Boca Raton, FL 33431

Donald Tescher, Esq.
Tescher & Spallina, P.A.
Boca Village Corporate Center I
4855 Technology Way
Suite 720
Boca Raton, FL 33431

Theodore Stuart Bernstein
880 Berkley Street
Boca Raton, FL 33487

Page 13 of 62
07/24/2013
Motion to Remove PR

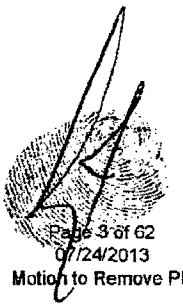
Interested Parties and Trustees for Beneficiaries

Lisa Sue Friedstein
2142 Churchill Lane
Highland Park IL 60035

Jill Marla Iantoni
2101 Magnolia Lane
Highland Park, IL 60035

Pamela Beth Simon
950 North Michigan Avenue
Suite 2603
Chicago, IL 60611

Eliot Ivan Bernstein
2753 NW 34th St.
Boca Raton, FL 33434



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IN THE CIRCUIT COURT OF THE FIFTEEN JUDICIAL CIRCUIT

IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: THE ESTATE OF

SHIRLEY BERNSTEIN,

Deceased

_____/

CASE NO. 502011CP00653XXXXSB

ELIOT IVAN BERNSTEIN, PRO SE

PETITIONER,

V.

TESCHER & SPALLINA, P.A., (AND ALL PARTNERS, ASSOCIATES AND OF COUNSEL), ROBERT L. SPALLINA (BOTH PERSONALLY & PROFESSIONALLY), DONALD R. TESCHER (BOTH PERSONALLY & PROFESSIONALLY), THEODORE STUART BERNSTEIN, AS PERSONAL REPRESENTATIVES ET AL., TRUSTEES, SUCCESSOR TRUSTEES AND ESTATE COUNSEL AND JOHN AND JANE DOES,

RESPONDENTS.

_____/

COPY
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JUL 15 2013
SHARON R. BOCK
CLERK & COMPTROLLER
PALM BEACH COUNTY

MOTION TO RESPOND TO THE PETITIONS BY THE RESPONDENTS

NOW COMES the undersigned, Pro Se Petitioner Eliot Ivan Bernstein, and hereby moves for an Order of this Court requiring the Respondents to respond to the Petitions filed by Petitioner on May 06, 2013 and June 26, 2013, and already timely served to Respondents, within 20 days from service of this Motion to Respond to the Respondents. Petitioner being Pro se was not aware to

include and had not included Notice to provide response within certain days to be included with the Petition. Hence this motion is filed.

THEREFORE, the undersigned respectfully requests that this Court grant an Order requiring the Respondents to respond to the Petition filed by Petitioner on May 06, 2013 and June 26, 2013, within 20 days from service of this Motion.

Dated: Palm Beach County, FL

July 15, 2013

X _____

Eliot I. [redacted], Pro Se
2753 NW 34th St.
Boca Raton, FL 33434
(561) 245-8588

PROOF OF SERVICE BY MAIL

I, Eliot Ivan Bernstein, the Petitioner, certify that I served this notice by mailing a copy to:

Respondents
Robert L. Spallina, Esq.
Tescher & Spallina, P.A.
Boca Village Corporate Center I
4855 Technology Way
Suite 720
Boca Raton, FL 33431
Donald Tescher, Esq.
Tescher & Spallina, P.A.
Boca Village Corporate Center I
4855 Technology Way
Suite 720
Boca Raton, FL 33431

Theodore Stuart Bernstein
880 Berkley Street
Boca Raton, FL 33487

Interested Parties and Trustees for Beneficiaries

Lisa Sue Friedstein
2142 Churchill Lane
Highland Park IL 60035

Jill Marla Iantoni
2101 Magnolia Lane
Highland Park, IL 60035

Pamela Beth Simon
950 North Michigan Avenue
Suite 2603
Chicago, IL 60611

and depositing the same in the U.S. Priority Mail on the 15 day of July 2013, with proper postage prepaid.

Date July 15, 2013

Eliot Ivan Bernstein, Pro Se

[redacted]

9

[redacted]

TO REORDER CALL 954-846-9399

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LEGAL OFFICE PRODUCTS & SUPPLIES an ALL-STATE LEGAL company since 1977

IN THE CIRCUIT COURT OF THE FIFTEEN JUDICIAL CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA PROBATE/GUARDIANSHIP DIVISION "IY"

IN RE: THE ESTATE OF

SHIRLEY BERNSTEIN,

Deceased

_____/

CASE NO. 502011CP00653XXXXSB

ELIOT IVAN BERNSTEIN, PRO SE

PETITIONER,

V.

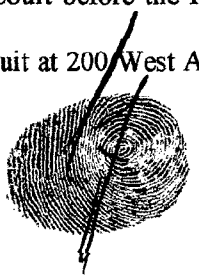
TESCHER & SPALLINA, P.A., (AND ALL PARTNERS, ASSOCIATES AND OF COUNSEL), ROBERT L. SPALLINA (BOTH PERSONALLY & PROFESSIONALLY), DONALD R. TESCHER (BOTH PERSONALLY & PROFESSIONALLY), THEODORE STUART BERNSTEIN, AS PERSONAL REPRESENTATIVES ET AL., TRUSTEES, SUCCESSOR TRUSTEES AND ESTATE COUNSEL AND JOHN AND JANE DOES,

RESPONDENTS.

_____/

MOTION TO: CONSIDER IN ORDINARY COURSE THE EMERGENCY PETITION TO FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SHIRLEY BERNSTEIN AND MORE FILED BY PETITIONER

PLEASE TAKE NOTICE that upon the accompanying affirmation; Pro Se Petitioner Eliot Ivan Bernstein will move this Court before the Honorable Judge Martin H. Colin, Circuit Judge, at The Fifteenth Judicial Circuit at 200 West Atlantic Ave. Delray Beach, FL 33444, at a date and



time to be determined by the Court, for an order to consider in ordinary course the Renewed Emergency Petition filed on May 29th 2013, Docket # 37 by the Petitioner to freeze Estate Assets, appoint new personal representatives, investigate forged and fraudulent documents submitted to the court and other interested parties, rescind signature of Eliot Bernstein in Estate of Shirley and more and for such other relief as the Court may find just and proper.

Dated: Palm Beach County, FL

_____, 2013

X _____
Eliot I. Bernstein
2753 N.W. 34th St.
Boca Raton, FL 33434
(561) 245-8588

To: Respondents
Served Priority Mail to:

Respondents

Robert L. Spallina, Esq.
Tescher & Spallina, P.A.
Boca Village Corporate Center I
4855 Technology Way
Suite 720
Boca Raton, FL 33431

Donald Tescher, Esq.
Tescher & Spallina, P.A.
Boca Village Corporate Center I
4855 Technology Way
Suite 720
Boca Raton, FL 33431

Theodore Stuart Bernstein
880 Berkley Street
Boca Raton, FL 33487

Interested Parties and Trustees for Beneficiaries

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Highland Park IL 60035

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2101 Magnolia Lane
Highland Park, IL 60035

Pamela Beth Simon
950 North Michigan Avenue
Suite 2603
Chicago, IL 60611

Eliot Ivan Bernstein
2753 NW 34th St.
Boca Raton, FL 33434

IN THE CIRCUIT COURT OF THE FIFTEEN JUDICIAL CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA PROBATE/GUARDIANSHIP DIVISION "IY"

IN RE: THE ESTATE OF CASE NO. 502011CP00653XXXXSB

SHIRLEY BERNSTEIN,

Deceased

_____/

ELIOT IVAN BERNSTEIN, PRO SE

PETITIONER,

V.

TESCHER & SPALLINA, P.A., (AND ALL PARTNERS, ASSOCIATES AND OF COUNSEL), ROBERT L. SPALLINA (BOTH PERSONALLY & PROFESSIONALLY), DONALD R. TESCHER (BOTH PERSONALLY & PROFESSIONALLY), THEODORE STUART BERNSTEIN, AS PERSONAL REPRESENTATIVES ET AL., TRUSTEES, SUCCESSOR TRUSTEES AND ESTATE COUNSEL AND JOHN AND JANE DOES,

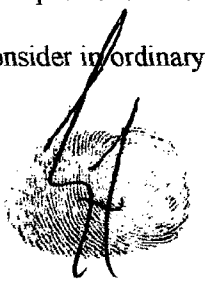
RESPONDENTS.

_____/

MOTION TO: CONSIDER IN ORDINARY COURSE THE EMERGENCY PETITION *TO FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES,* INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SHIRLEY BERNSTEIN AND MORE FILED BY *PETITIONER*

I, Eliot I. Bernstein, make the following affirmation under penalties of perjury:

I, Eliot I. Bernstein, am the pro se petitioner in the above entitled action, and respectfully move this court to issue an order to consider in ordinary course the Renewed Emergency Petition filed



by the Petitioner to freeze Estate Assets, appoint new personal representatives, investigate forged and fraudulent documents submitted to the court and other interested parties, rescind signature of Eliot Bernstein in Estate of Shirley and more and for such other relief as the Court may find just and proper.

The reasons why I am entitled to the relief I seek are the following:

I. INTRODUCTION:

1. That on May 29th 2013, Docket # 37 this Petitioner had filed a Renewed Emergency Petition to freeze Estate Assets, appoint new personal representatives, investigate forged and fraudulent documents submitted to the court and other interested parties, rescind *signature of Eliot Bernstein in Estate of Shirley and more.*

2. That on 31st May 2013, the Honorable Judge Martin H. Colin gave a judgment on the Emergency Petition stating "Renewed Emergency Petition is hereby denied as an emergency. This matter may be set in the ordinary course"- **Exhibit 1**

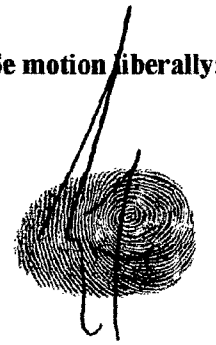
II. ARGUMENT:

1. ***To consider the Renewed Emergency Petition filed by Petitioner in ordinary course:***

As per order of Court this Petitioner intends to proceed with the petition in ordinary course and requests this court to consider the Renewed Emergency Petition in ordinary course.

2. **To construe this Pro Se motion liberally:**

   i. **Relevant Law:**

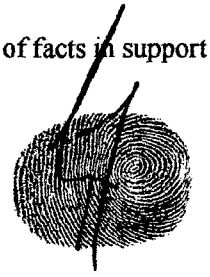


Judiciary Act of September 24, 1789, Section 342, FIRST CONGRESS, Sess. 1, ch.20, 1789 states that:

> "Pleadings of the Plaintiff SHALL NOT BE dismissed for *lack of form or failure of process. All the pleadings* are as any reasonable man/woman would understand, and:
> ""And be it further enacted. That no summons, writ, declaration, return, process, judgment, or other proceedings in civil cases in any of the courts or the United States, shall be abated, arrested, quashed or reversed, for any defect or want of form, but the said courts respectively shall proceed and give judgment according as the right of the cause and matter in law shall appear unto them, without regarding any imperfections, defects or want of form in such writ, declaration, or other pleading, returns process, judgment, or course of proceeding whatsoever, except those only in cases of demurrer, which the party demurring shall specially sit down and express together with his demurrer as the cause thereof. And the said courtsively shall and may, by virtue of this act, from time to time, amend all and every such imperfections, defects and wants of form, other than those only which the party demurring shall express as aforesaid, and may at any, time, permit either of the parties to amend any defect in the process of pleadings upon such conditions as the said courts respectively shall in their discretion, and by their rules prescribe (a)"'

Court errs if court dismisses pro se litigant without instructions of how pleadings are deficient and how to repair pleadings. *Plaskey v CIA*, 953 F .2nd 25

It is settled law that the allegations of such a complaint, "however inartfully pleaded" are held "to less stringent standards than formal pleadings drafted by lawyers, see *Haines v. Kerner*, 404 U.S. 519, 520 (1972). See also *Maclin v. Paulson*, 627 F.2d 83, 86 (CA7 1980); *French v. Heyne*, 547 F.2d 994, 996 (CA7 1976); *Estelle v. Gamble*, 429 U.S.97, 106 (1976). Such a complaint should not be dismissed for failure to state a claim unless it appears beyond doubt that the plaintiff can prove no set of facts in support of his claim which would entitle him to relief.



Haines, supra, at 520-521. And, of course, the allegations of the complaint are generally taken as true for purposes of a motion to dismiss. *Cruz v. Beto,* 405 U.S. 319, 322 (1972).

Recognizing that transsubstantive pleading standards do not sufficiently account for the capability differential between represented and unrepresented litigants, the Supreme Court fashioned a rule of special solicitude for pro se pleadings. See Robert Bacharach & Lyn Entzeroth, Judicial Advocacy in Pro Se Litigation: A Return to Neutrality, 42 IND. L.REV. 19, 22-26 (2009)

The Court granted such leniency, or "liberal construction," to pro se pleadings against the backdrop of Conley v. Gibson's undemanding "no set of facts" standard. See *Conley v. Gibson,* 355 U.S. 41, 45-46 (1957) "[A] complaint should not be dismissed for failure to state a claim unless it appears beyond doubt that the plaintiff can prove no set of facts in support of his claim which would entitle him to relief.", abrogated by *Bell Atl. Corp. v. Twombly,* 550 U.S. 544, 561-63 (2007). This standard epitomized the notice-pleading regime envisioned by the drafters of the Federal Rules, who emphasized discovery as the stage at which a claim's true merit would come to light, rather than pleading. See *Christopher M. Fairman,* The Myth of Notice Pleading, 45 ARIZ. L. REV. 987, 990 (2003).

ii. <u>Discussion:</u>

In this action, the Petitioner appears Pro se. Hence, this motion should be construed liberally. It should not be dismissed for failure to state a claim. It should be decided on true merit, rather than pleading.

III. Prayer for Relief

WHEREFORE, for the reasons set forth in detail herein, Petitioner respectfully requests that this Court in the interest of justice consider in ordinary course the Renewed Emergency Petition filed by the Petitioner to freeze Estate Assets, appoint new personal representatives, investigate forged and fraudulent documents submitted to the court and other interested parties, rescind signature of Eliot Bernstein in Estate of Shirley and more and grant such other relief as the Court may find just and proper.

Respectfully submitted,

Dated: Palm Beach County, FL

, 2013

Eliot I. Bernstein
2753 NW 34th St.
Boca Raton, FL 3343
(561) 245-8588

Exhibit 1

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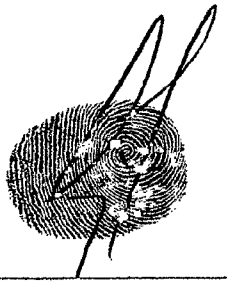


IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA
PROBATE /GUARDIANSHIP DIVISION "IY"

CASE NO. 502011CP000653XXXXSB

13 MAY 31 AM 9:53
SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CTY BRANCH-FILED

IN RE: **THE ESTATE OF**
SHIRLEY BERNSTEIN,
Deceased
_____/

ELIOT IVAN BERNSTEIN, PRO SE
Petitioner,

v.

TESCHER & SPALLINA, P.A., (AND ALL PARTNERS, ASSOCIATES AND OF COUNSEL), ROBERT L. SPALLINA *(BOTH PERSONALLY & PROFESSIONALLY)*, DONALD R. TESCHER (BOTH PERSONALLY & PROFESSIONALLY), THEODORE STUART BERSTEIN, AS PERSONAL REPRESENTATIVES ET AL., TRUSTEES, SUCCESSOR TRUSTEES AND ESTATE COUNSEL AND JOHN AND JANE DOES,
Respondents.
_____/

ORDER DENYING RENEWED EMERGENCY PETITION TO: FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, *INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED* TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SHIRLEY AND MORE-PROOF OF SERVICE TO ALL INTERESTED PARTIES SERVED IN ACCORDANCE WITH THIS COURT ORDER

UPON CONSIDERATION of the Renewed Emergency Petition to: Freeze Estate Assets, Appoint New Personal Representatives, Investigate Forged and Fraudulent Documents Submitted to this Court and Other Interested Parties, Rescind Signature of Eliot Bernstein in Estate of Shirley and More-Proof of Service to all Interested Parties Served in Accordance with this Court Order, it is hereby

ORDERED AND ADJUDGED that Renewed Emergency Petition is hereby

Rec'd by Eliot 6/13/13

Denied as an emergency. This matter may be set in the ordinary course.

DONE AND ORDERED in chambers, at Delray Beach, Palm Beach County, Florida this 31st day of May, 2013.

MARTIN H. COLIN
Circuit Court Judge

Copies furnished:
Robert L. Spallina, Esquire
Boca Village Corporate Center 1, Suite 720
4855 Technology Way
Boca Raton, Fl. 33431

Donald Tescher, Esquire
Boca Village Corporate Center 1, Suite 720
4855 Technology Way
Boca Raton, Fl. 33431

Theodore Stuart Bernstein
880 Berkley Street
Boca Raton, Fl. 33487

Lisa Sue Friedstein
2142 Churchill Lane
Highland Park, IL. 60035

Jill Maria Iantoni
2101 Magnolia Lane
Highland Park, IL. 60035

Pamela Beth Simon
950 North Michigan Avenue, Suite 2603
Chicago, IL. 60611

Eliot Bernstein, Pro Se.
2753 NW 34th Street
Boca Raton, Fl 33434

IN THE CIRCUIT COURT OF THE FIFTEEN JUDICIAL CIRCUIT

IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: THE ESTATE OF

SHIRLEY BERNSTEIN,

Deceased

_____/

CASE NO. 502011CP00653XXXXSB

ELIOT IVAN BERNSTEIN, PRO SE

PETITIONER,

V.

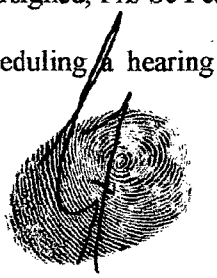
TESCHER & SPALLINA, P.A., (AND ALL PARTNERS, ASSOCIATES AND OF COUNSEL), ROBERT L. SPALLINA (BOTH PERSONALLY & PROFESSIONALLY), DONALD R. TESCHER (BOTH PERSONALLY & PROFESSIONALLY), THEODORE STUART BERNSTEIN, AS PERSONAL REPRESENTATIVES ET AL., TRUSTEES, SUCCESSOR TRUSTEES AND ESTATE COUNSEL AND JOHN AND JANE DOES,

RESPONDENTS.

_____/

MOTION TO SET HEARING FOR AN ORDER ON PETITIONER'S MOTION TO CONSIDER IN ORDINARY COURSE THE EMERGENCY PETITION TO FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN *ESTATE OF SHIRLEY BERNSTEIN* AND MORE

NOW COMES the undersigned, Pro Se Petitioner Eliot Ivan Bernstein, and hereby moves for an Order of this Court scheduling a hearing on his Motion to consider in ordinary course the



Renewed Emergency Petition filed by the Petitioner to freeze Estate Assets, appoint new personal representatives, investigate forged and fraudulent documents submitted to the court and other interested parties, rescind signature of Eliot Bernstein in Estate of Shirley and more, which was filed with this court on May 29th 2013, Docket # 37.

THEREFORE, the undersigned respectfully requests that this Court grant an Order for a hearing on his Motion consider the Renewed Emergency Motion in ordinary course.

Dated: Palm Beach County, FL

2013

X
Eliot I. Bernstein
2753 NW 34th St.
Boca Raton, FL 33434
(561) 245-8588

Sent Priority Mail to:

Respondents

Robert L. Spallina, Esq.
Tescher & Spallina, P.A.
Boca Village Corporate Center I
4855 Technology Way
Suite 720
Boca Raton, FL 33431

Donald Tescher, Esq.
Tescher & Spallina, P.A.
Boca Village Corporate Center I
4855 Technology Way
Suite 720
Boca Raton, FL 33431

Theodore Stuart Bernstein
880 Berkley Street
Boca Raton, FL 33487

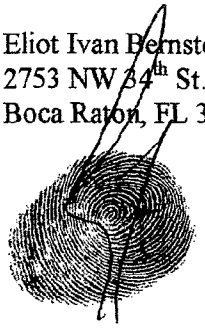
Interested Parties and Trustees for Beneficiaries

Lisa Sue Friedstein
2142 Churchill Lane
Highland Park IL 60035

Jill Marla Iantoni
2101 Magnolia Lane
Highland Park, IL 60035

Pamela Beth Simon
950 North Michigan Avenue
Suite 2603
Chicago, IL 60611

Eliot Ivan Bernstein
2753 NW 34th St.
Boca Raton, FL 33434



[redacted]

8

[redacted]

TO REORDER CALL 954-846-9399

RECYCLED PAPER

LEGAL

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA PROBATE /GUARDIANSHIP DIVISION "IY"

CASE NO. 502011CP000653XXXXSB

IN RE: **THE ESTATE OF SHIRLEY BERNSTEIN,**
Deceased
_____/

ELIOT IVAN BERNSTEIN, PRO SE
Petitioner,

V.

TESCHER & SPALLINA, P.A., (AND ALL PARTNERS, ASSOCIATES AND OF COUNSEL), ROBERT L. SPALLINA (BOTH PERSONALLY & PROFESSIONALLY), DONALD R. TESCHER (BOTH PERSONALLY & PROFESSIONALLY), THEODORE STUART BERSTEIN, AS PERSONAL REPRESENTATIVES ET AL., TRUSTEES, SUCCESSOR TRUSTEES AND ESTATE COUNSEL AND JOHN AND JANE DOES,
Respondents.
_____/

ORDER DENYING RENEWED EMERGENCY PETITION TO: FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SHIRLEY AND MORE-PROOF OF SERVICE TO ALL INTERESTED PARTIES SERVED IN ACCORDANCE WITH THIS COURT ORDER

UPON CONSIDERATION of the Renewed Emergency Petition to: Freeze Estate Assets, Appoint New Personal Representatives, Investigate Forged and Fraudulent Documents Submitted to this Court and Other Interested Parties, Rescind Signature of Eliot Bernstein in Estate of Shirley and More-Proof of Service to all Interested Parties Served in Accordance with this Court Order, it is hereby

ORDERED AND ADJUDGED that Renewed Emergency Petition is hereby

Denied as an emergency. This matter may be set in the ordinary course.

DONE AND ORDERED in chambers, at Delray Beach, Palm Beach County, Florida this 31st day of May, 2013.

SIGNED & DATED
MAY 31 2013
JUDGE MARTIN H. COLIN

MARTIN H. COLIN
Circuit Court Judge

Copies furnished:

Robert L. Spallina, Esquire
Boca Village Corporate Center 1, Suite 720
4855 Technology Way
Boca Raton, Fl. 33431

Donald Tescher, Esquire
Boca Village Corporate Center 1, Suite 720
4855 Technology Way
Boca Raton, Fl. 33431

Theodore Stuart Bernstein
880 Berkley Street
Boca Raton, Fl. 33487

Lisa Sue Friedstein
2142 Churchill Lane
Highland Park, IL. 60035

Jill Marla Iantoni
2101 Magnolia Lane
Highland Park, IL. 60035

Pamela Beth Simon
950 North Michigan Avenue, Suite 2603
Chicago, IL. 60611

[redacted]

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[redacted]

TO REORDER CALL 954-846-9399

RECYCLED PAPER

LEGAL

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN,

FILE NO. 502011CP000653XXXXSB

DECEASED

HON. MARTIN H. COLIN

RENEWED EMERGENCY PETITION

ELIOT IVAN BERNSTEIN, PRO SE
PETITIONER,

V.

TESCHER & SPALLINA, P.A., (AND ALL PARTNERS, ASSOCIATES AND OF COUNSEL), ROBERT L. SPALLINA (BOTH PERSONALLY & PROFESSIONALLY), DONALD R. TESCHER (BOTH PERSONALLY & PROFESSIONALLY), THEODORE *STUART BERNSTEIN, AS PERSONAL* REPRESENTATIVES ET AL., TRUSTEES, SUCCESSOR TRUSTEES AND ESTATE COUNSEL AND JOHN AND JANE DOES,

RESPONDENTS.

RENEWED EMERGENCY PETITION TO: FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SHIRLEY BERNSTEIN AND MORE – PROOF OF SERVICE TO ALL INTERESTED PARTIES SERVED IN ACCORDANCE WITH THIS COURT ORDER

This Entire Petition is written, filed upon the knowledge, information and belief of Eliot Ivan Bernstein ("Petitioner"):

1. That in compliance with this Court's Order dated May 08, 2013 the original "EMERGENCY PETITION TO: FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SHIRLEY BERNSTEIN AND MORE." [1] has been served to all Respondents and interested parties/persons to whom the Petition is directed, Theodore Bernstein, Pamela Simon, Jill Iantoni and Lisa Friedstein and as Trustees for their children .
2. That on May 14th 2013 Proof of Service on all Respondents and interested parties/persons of the original Emergency Petition was filed with the Court and Petitioner now moves this Court to adjudicate this Renewed Emergency Petition immediately as to prevent further alleged Criminal Activity and theft of *assets of the estate to cease.*
3. That during such time that this Court has requested proper service of the Petition, it has come to Petitioner's attention that assets of the estate are being sold or otherwise disbursed of without proper notification to Petitioner and Interested Parties by the Respondents.
4. That the Court and all Officers of the Court handling this matter have been requested to Sign a Conflict of Interest Disclosure ("COI") that was attached in the original Emergency Motion and where prior to ANY decisions or orders or rulings or pleadings submitted by any Officer of the Court, Petitioner is requesting a signed COI to ensure fair and impartial due process.
5. That it has come to the attention of Petitioner that the Justices handling the *estates of Simon and Shirley Bernstein are different and that the Justices* handling the cases are signing orders in each other's case and Petitioner

[1] A Copy of the original Petition served on the Respondents and Interest parties and this Court is again provided herein for this Court, at the Court Clerk's request and an additional $200.00 in printing and copying costs.

requests clarification as to who is adjudicating each case and who will be signing orders in each case. This has also confused both the Court Clerks and the Justices assistants and delayed this Emergency Petition from being heard by the Court, again allowing more time for Respondents to continue perpetrating Fraud on this Court and more.

—Under penalties of perjury, I declare that I have read the foregoing, and the facts alleged are true, to the best of my knowledge and belief.

Dated: _____, 2013

Respectfully submitted,

Eliot I. Bernstein, Pro Se
2753 NW 34th St.
Boca Raton, FL 33434
(561) 245-8588

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN,

FILE NO. 502011CP000653XXXXSB

DECEASED

PROOF OF SERVICE OF: RENEWED EMERGENCY PETITION TO: FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SHIRLEY BERNSTEIN AND MORE – PROOF OF SERVICE TO ALL INTERESTED PARTIES SERVED IN ACCORDANCE WITH THIS COURT ORDER

I CERTIFY that on May 29, 2013 a copy of the "**RENEWED EMERGENCY PETITION TO: FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL *REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT* DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SHIRLEY BERNSTEIN AND MORE – PROOF OF SERVICE TO ALL INTERESTED PARTIES SERVED IN ACCORDANCE WITH THIS COURT ORDER**" was mailed by United States Priority Mail to the entities on the attachment hereto.

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true, to the best of my knowledge and belief.

Signed on May 29th 2013

By: _____

Eliot I. Bernstein, Pro Se
2753 NW 34th St.
Boca Raton, FL 33434
(561) 245-8588

Sent Priority Mail on May 29, 2013 to:

Respondents

Robert L. Spallina, Esq.
Tescher & Spallina, P.A.
Boca Village Corporate Center I
4855 Technology Way
Suite 720
Boca Raton, FL 33431

Donald Tescher, Esq.
Tescher & Spallina, P.A.
Boca Village Corporate Center I
4855 Technology Way
Suite 720
Boca Raton, FL 33431

Theodore Stuart Bernstein
880 Berkley Street
Boca Raton, FL 33487

Interested Parties and Trustees for Beneficiaries

Lisa Sue Friedstein
2142 Churchill Lane
Highland Park IL 60035

Jill Marla Iantoni
2101 Magnolia Lane
Highland Park, IL 60035

Pamela Beth Simon
950 North Michigan Avenue
Suite 2603
Chicago, IL 60611

[redacted]

6

[redacted]

TO REORDER CALL 954-846-9399

RECYCLED PAPER

GTS LEGAL

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON BERNSTEIN,

FILE NO. 502012CP004391XXXXSB

DECEASED

PROOF OF SERVICE OF EMERGENCY PETITION TO: FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SHIRLEY BERNSTEIN AND MORE

I CERTIFY that on May 06, 2013 and May 14, 2013, a copy of the "**EMERGENCY PETITION TO: FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SHIRLEY BERNSTEIN AND MORE**" was mailed by United States Priority Mail to the entities on the attachment hereto.

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true, to the best of my knowledge and belief.

Signed on _____, 2013

By: _____
Eliot I. Bernstein, Pro Se
2753 NW 34th St.
Boca Raton, FL 33434
(561) 245-8588

Sent Priority Mail on May 06, 2013 to:

Robert L. Spallina, Esq.
Tescher & Spallina, P.A.
Boca Village Corporate Center I
4855 Technology Way
Suite 720
Boca Raton, FL 33431

Donald Tescher, Esq.
Tescher & Spallina, P.A.
Boca Village Corporate Center I
4855 Technology Way
Suite 720
Boca Raton, FL 33431

Theodore Stuart Bernstein
880 Berkley Street
Boca Raton, FL 33487

Sent Priority Mail on May 14, 2013 to:

Lisa Sue Friedstein
2142 Churchill Lane
Highland Park IL 60035

Jill Marla Iantoni
2101 Magnolia Lane
Highland Park, IL 60035

Pamela Beth Simon
950 North Michigan Avenue
Suite 2603
Chicago, IL 60611

Following are proof of service receipts from the United States Post Office Service Center.

5

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TO REORDER CALL 954-846-9399

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA
PROBATE /GUARDIANSHIP DIVISION "IY"

CASE NO. 502012CP004391XXXXSB

IN RE: **THE ESTATE OF**
SIMON BERNSTEIN,
Deceased.
_____/

AMENDED ORDER DENYING EMERGENCY PETITION TO: FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SHIRLEY BERNSTEIN AND MORE

(This Amended Order replaces the original order entered by this court on May 8, 2013)

UPON CONSIDERATION of the Emergency Petition to: Freeze Estate Assets, Appoint New Personal Representatives, Investigate Forged and Fraudulent Documents Submitted to the Court and other Interested Parties, Rescind Signature of Eliot Bernstein in Estate of Shirley Bernstein and More, it is hereby

ORDERED AND ADJUDGED that the Emergency Petition is hereby **Denied** as an emergency. The Respondent, Eliot Bernstein, is required to serve his petition properly and in accordance with the Rules of Procedure on all interested parties/persons to whom his petition is directed. No further action will be taken on this matter until the foregoing is complied with.

DONE AND ORDERED in chambers, at Delray Beach, Palm Beach County, Florida this 8th day of May, 2013.

_____
MARTIN H. COLIN
Circuit Court Judge

Copies furnished:
Robert L. Spallina, Esquire
4855 Technology Way, Suite 720
Boca Raton, Fl. 33431

Eliot Bernstein, Pro Se
2753 NW 34th Street
Boca Raton, Fl. 33434

[redacted]

4

TO REORDER CALL 954-846-9399

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LEGAL

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA
PROBATE /GUARDIANSHIP DIVISION "IY"

CASE NO. 502012CP004391XXXXSB

IN RE: **THE ESTATE OF**
SIMON BERNSTEIN,
Deceased.
_____/

ORDER DENYING EMERGENCY PETITION TO: FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SHIRLEY BERNSTEIN AND MORE

UPON CONSIDERATION of the Emergency Petition to: Freeze Estate Assets, Appoint New Personal Representatives, Investigate Forged and Fraudulent Documents Submitted to the Court and other Interested Parties, Rescind Signature of Eliot Bernstein in Estate of Shirley Bernstein and More, it is hereby

ORDERED AND ADJUDGED that the Emergency Petition is hereby **Denied** as an emergency. This matter may be set in the ordinary course.

DONE AND ORDERED in chambers, at Delray Beach, Palm Beach County, Florida this 8th day of May, 2013.

_____
MARTIN H. COLIN
Circuit Court Judge

Copies furnished:
Peter M. Feaman, Esquire
3615 W. Boynton Beach Blvd.
Boynton Beach, Fl. 33436

Robert L. Spallina, Esquire
4855 Technology Way, Suite 720
Boca Raton, Fl. 33431

[redacted]

3

[redacted]

TO REORDER CALL 954-846-9399

RECYCLED PAPER

LEGAL OFFICE PRODUCTS & SUPPLIES ON ALL STATE LEGAL company SINCE 1977

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON BERNSTEIN,

FILE NO. 502012CP004391XXXXSB

Deceased

AND

IN RE: ESTATE OF PROBATE DIVISION

FILE NO. 502011CP000653XXXXSB

SHIRLEY BERNSTEIN,

Deceased

PROOF OF SERVICE OF EMERGENCY PETITION TO: FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SHIRLEY BERNSTEIN AND MORE

I CERTIFY that on May 06, 2013, a copy of the attached notice of **PROOF OF SERVICE OF EMERGENCY PETITION TO: FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SHIRLEY BERNSTEIN AND MORE** was mailed by United States Registered or Certified Mail, return receipt requested, postage prepaid, to the entities on the attachment hereto.

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true, to the best of my knowledge and belief.

Signed on May 06, 2013

By:

Eliot I. Bernstein,
2753 NW 34th St.
Boca Raton, FL 33434
(561) 245-8588

Sent Priority Mail on May 06, 2013 to:

Robert L. Spallina, Esq.
Tescher & Spallina, P.A.
Boca Village Corporate Center I
4855 Technology Way
Suite 720
Boca Raton, FL 33431

Donald Tescher, Esq.
Tescher & Spallina, P.A.
Boca Village Corporate Center I
4855 Technology Way
Suite 720
Boca Raton, FL 33431

Theodore Stuart Bernstein
880 Berkley Street
Boca Raton, FL 33487

Sent Priority Mail on May 14, 2013 to:

Lisa Sue Friedstein
2142 Churchill Lane
Highland Park IL 60035

Jill Marla Iantoni
2101 Magnolia Lane
Highland Park, IL 60035

Pamela Beth Simon
950 North Michigan Avenue
Suite 2603
Chicago, IL 60611

Following are proof of service receipts from the United States Post Office Service Center.

TO REORDER CALL 954-846-9399

RECYCLED PAPER

LEGAL OFFICE PRODUCTS & SUPPLIES SINCE 1977 OF ALLIGART LEGAL company

SHIRLEY BERNSTEIN

TRUST AGREEMENT

Prepared by:

Tescher & Spallina, P.A.
2101 Corporate Blvd., Suite 107, Boca Raton, Florida 33431
(561) 998-7847
www.tescherlaw.com

TESCHER & SPALLINA, P.A.

SHIRLEY BERNSTEIN

TRUST AGREEMENT

This Trust Agreement is dated this 20 day of MAY, 2008, and is between SHIRLEY BERNSTEIN, of Palm Beach County, Florida referred to in the first person, as settlor, and SHIRLEY BERNSTEIN, of Palm Beach County, and SHIRLEY BERNSTEIN's successors, as trustee (referred to as the "***Trustee***," which term more particularly refers to all individuals and entities serving as trustee of a trust created hereunder during the time of such service, whether alone or as co-trustees, and whether originally serving or as a successor trustee). Said Trustee acknowledges receipt of the property described in the Attachment to this Agreement, and agrees to hold said property and all additions, in trust, as provided in this Agreement.

ARTICLE I. DURING MY LIFE AND UPON MY DEATH

A. **Rights Reserved**. I reserve the right (a) to add property to this trust during my life or on my death, by my Will or otherwise; (b) to withdraw property held hereunder; and (c) by separate written instrument delivered to the Trustee, to revoke this Agreement in whole or in part and otherwise modify or amend this Agreement. However, after my spouse's death I may not exercise any of said rights with respect to property added by my spouse upon my spouse's death by my spouse's Will or otherwise.

B. **Payments During My Life**. If income producing property is held in the trust during my life, the Trustee shall pay the net income of the trust to me or as I may direct. However, during any periods while I am Disabled, the Trustee shall pay to me or on my behalf such amounts of the net income and principal of the trust as is proper for my Welfare, and also may in its discretion pay to my spouse such amounts of said net income and principal as is proper for his Welfare. Any income not so paid shall be added to principal.

C. **Gifts**. If I am Disabled, I authorize the Trustee to make gifts from trust property during my lifetime for estate planning purposes, or to distribute amounts to my legally appointed guardian or to my attorney-in-fact for those purposes, subject to the following limitations:

1. Recipients. The gifts may be made only to my spouse and my lineal descendants or to trusts primarily for their benefit, and in aggregate annual amounts to any one such recipient that do not exceed the exclusion amount provided for under Code Section 2503(b).

2. Trustee Limited. When a person eligible to receive gifts is serving as Trustee, the aggregate of all gifts to that person during the calendar year allowable under the preceding subparagraph 1. shall thereafter not exceed the greater of Five Thousand Dollars ($5,000), or five percent

SB

(5%) of the aggregate value of the trust estate. However, gifts completed prior to a recipient's commencing to serve as Trustee shall not be affected by this limitation.

3. Charitable Pledges. The Trustee may pay any charitable pledges I made while I was not Disabled (even if not yet due).

D. Upon My Death. Upon my death the Trustee shall collect and add to the trust all amounts due to the trust under any insurance policy on my life or under any death benefit plan and all property added to the trust by my Will or otherwise. After paying or providing for the payment from the augmented trust of all current charges and any amounts payable under the later paragraph captioned "Death Costs," the Trustee shall hold the trust according to the following provisions.

ARTICLE II. AFTER MY DEATH

A. Disposition of Tangible Personal Property. If any non-business tangible personal property other than cash (including, but not limited to, my personal effects, jewelry, collections, household furnishings, and equipment, and automobiles) is held in the trust at the time of my death, such items shall be promptly distributed by the Trustee of the trust to such person or persons, including my estate, as to the item or items or proportion specified, as I may appoint, and to the extent that any such items are not disposed of by such appointment, such items shall be disposed of by the Trustee of the trust in exactly the same manner as such items would have been disposed of under the terms and provisions of my Will (including any Codicil thereto, or what the Trustee in good faith believes to be such Will and Codicil) had such items been included in my probate estate. Any such items which are not effectively disposed of pursuant to the preceding sentence shall pass with the other trust assets.

B. Specific Cash Devise. The Trustee shall set aside in a separate trust the sum of Two Hundred Thousand ($200,000.00) Dollars for MATTHEW LOGAN, and said separate trust shall be administered as provided in Subparagraph II.F below. If MATTHEW LOGAN does not survive me this devise shall lapse.

C. Marital Deduction Gift. If my spouse survives me:

1. Family Trust. The Trustee shall hold as a separate "***Family Trust***" (i) all property of the trust estate as to which a federal estate tax marital deduction would not be allowed if it were distributed outright to my spouse, and (ii) after giving effect to (i), the largest pecuniary amount which will not result in or increase any federal or state death tax otherwise payable by reason of my death. In determining the pecuniary amount the Trustee shall assume that none of this Family Trust qualifies for a federal estate tax deduction, and shall assume that all of the Marital Trust hereinafter established (including any part thereof disclaimed by my spouse) qualifies for the federal estate tax marital deduction. I recognize that the pecuniary amount may be reduced by certain state death taxes and administration expenses which are not deducted for federal estate tax purposes.

2. Marital Trust. The balance of the trust remaining after the establishment of the Family Trust shall be held as a separate "***Marital Trust.***"

3. Disclaimer. Any part of the Marital Trust my spouse disclaims shall be added to the Family Trust. My spouse shall not be deemed to have predeceased me for purposes of such addition. I suggest that my spouse or my spouse's fiduciaries consider an appropriate partial disclaimer to minimize the death taxes due upon both of our deaths.

If my spouse does not survive me, the entire trust shall be held as the Family Trust without regard to the provisions of Subparagraph II.B.1 describing or limiting which assets shall be held thereunder.

D. During Spouse's Life. Commencing with the date of my death the Trustee shall,

1. Marital Trust. Pay to my spouse from the Marital Trust, the net income, and such amounts of principal as is proper for my spouse's Welfare; and

2. Family Trust. Pay to my spouse from the Family Trust, the net income, and such amounts of principal as is proper for my spouse's Welfare. I request (but do not require) that no principal be paid to my spouse from the Family Trust for my spouse's Welfare unless the Marital Trust has been exhausted by use, consumption, distribution, or otherwise or is not reasonably available.

E. Disposition of Trusts Upon Death of Survivor of My Spouse and Me. Upon the death of the survivor of my spouse and me,

1. Limited Power. My spouse (if my spouse survives me) may appoint the Marital Trust and Family Trust (except any part added by disclaimer from the Marital Trust and proceeds of insurance policies on my spouse's life) to or for the benefit of one or more of my lineal descendants and their spouses;

2. Disposition of Balance. Any parts of the Marital Trust and the Family Trust my spouse does not or cannot effectively appoint (including any additions upon my spouse's death), or all of the Family Trust if my spouse did not survive me, shall be divided among and held in separate Trusts for my lineal descendants then living, *per stirpes*. Any assets allocated under this Subparagraph II.D. to my children (as that term is defined under this Trust), shall be distributed to the then serving Trustees of each of their respective Family Trusts, established by my spouse as grantor on even date herewith (the "***Family Trusts***" which term includes any successor trust thereto), to be held and administered as provided under said Trusts. The provisions of the Family Trusts are incorporated herein by reference, and if any of the Family Trusts are not then in existence and it is necessary to accomplish the foregoing dispositions, the current Trustee of this Trust is directed to take such action to establish or reconstitute such applicable trust(s), or if the Trustee is unable to do so, said assets shall be held in separate trusts for such lineal descendants and administered as provided in Subparagraph II.E. below. Each of my lineal descendants for whom a separate Trust is held hereunder shall hereinafter be referred to as a "***beneficiary***," with their separate trusts to be administered as provided in Subparagraph II.E. below.

F. **Trusts for Beneficiaries**. The Trustee shall pay to a beneficiary the net income of such beneficiary's trust. The Trustee shall pay to the beneficiary and the beneficiary's children, such amounts of the principal of such beneficiary's trust as is proper for the Welfare of such individuals. After a beneficiary has reached any one or more of the following birthdays, the beneficiary may withdraw the principal of his or her separate trust at any time or times, not to exceed in the aggregate 1/3 in value after the beneficiary's 25th birthday, 1/2 in value (after deducting any amount previously subject to withdrawal but not actually withdrawn) after the beneficiary's 30th birthday, and the balance after the beneficiary's 35th birthday, provided that the withdrawal powers described in this sentence shall not apply to any child of mine as beneficiary of a separate trust. The value of each trust shall be its value as of the first exercise of each withdrawal right, plus the value of any subsequent addition as of the date of addition. The right of withdrawal shall be a privilege which may be exercised only voluntarily and shall not include an involuntary exercise. If a beneficiary dies with assets remaining in his or her separate trust, upon the beneficiary's death the beneficiary may appoint his or her trust to or for the benefit of one or more of my lineal descendants and their spouses (excluding from said class, however, such beneficiary and such beneficiary's creditors, estate, and creditors of such beneficiary's estate). Any part of his or her trust such beneficiary does not effectively appoint shall upon his or her death be divided among and held in separate Trusts for the following persons:

1. for his or her lineal descendants then living, *per stirpes*; or

2. if he or she leaves no lineal descendant then living, *per stirpes* for the lineal descendants then living of his or her nearest ancestor (among me and my lineal descendants) with a lineal descendant then living who is also a lineal descendant of my spouse.

A trust for a lineal descendant of mine shall be held under this paragraph, or if a trust is then so held, shall be added to such trust.

G. **Termination of Small Trust**. If at any time after the death of the survivor of my spouse and me in the opinion of the Trustee a separate trust holds assets of a value of less than $50,000.00 and is too small to justify the expense of its retention, and termination of such trust is in the best interests of its current income beneficiary, the Trustee in its discretion may terminate such trust and pay it to said beneficiary.

H. **Contingent Gift**. If at any time property of a trust held under this Agreement is not disposed of under the other provisions of this Agreement, it shall be paid, as a gift made hereunder, to such persons and in such shares as such property would be distributed if my spouse and I had each then owned one-half of such property and had each then died solvent, unmarried and intestate domiciled in the State of Florida, according to the laws of inheritance of the State of Florida then in effect.

I. **Protective Provision**. No beneficiary of any trust herein created shall have any right or power to anticipate, transfer, pledge, sell, alienate, assign or encumber in any way his or her interest in the income or principal of such trust. Furthermore, no creditor shall have the right to attach, lien, seize or levy upon the interest of a beneficiary in this trust (other than myself) and such interest shall not be

liable for or subject to the debts, liabilities or obligations of any such beneficiary or any claims against such beneficiary (whether voluntarily or involuntarily created), and the Trustee shall pay directly to or for the use or benefit of such beneficiary all income and principal to which such beneficiary is entitled, notwithstanding that such beneficiary has executed a pledge, assignment, encumbrance or in any other manner alienated or transferred his or her beneficial interest in the trust to another. This paragraph shall not preclude the effective exercise of any power of appointment granted herein or the exercise of any disclaimer.

J. **Maximum Duration**. Regardless of anything in this Agreement to the contrary, no trust interest herein created shall continue beyond three hundred sixty (360) years as provided in F.S. § 689.225(2)(a)(2), nor shall any power of appointment be exercised in such manner so as to delay vesting of any trust beyond such period. Immediately prior to the expiration of such period, all such trusts then in existence shall terminate, and the assets thereof shall be distributed outright and in fee to then beneficiaries of the current income and in the proportions in which such persons are the beneficiaries, and if such proportions cannot be ascertained, then equally among such beneficiaries.

K. **Florida Homestead Possessory Rights**. Notwithstanding anything herein to the contrary, if any portion of any Florida improved residential real estate (excluding commercial multi-unit rental property) is an asset of the Marital Trust, my spouse shall have the exclusive and continuous present right to full use, occupancy and possession of such real estate for life. It is my intention that my spouse's interest in such property shall constitute a "beneficial interest for life" and "equitable title to real estate" as contemplated by Section 196.041(2) of Florida Statutes, as amended from time to time or any corresponding provision of law.

ARTICLE III. GENERAL

A. **Disability**. Subject to the following Subparagraph captioned "Subchapter S Stock," while any beneficiary (other than my spouse as beneficiary of the Marital Trust) is Disabled, the Trustee shall pay to him or her only such portion of the income to which he or she is otherwise entitled as is proper for his or her Welfare, and any income not so paid shall be added to the principal from which derived. While any beneficiary is Disabled, income or principal payable to him or her may, in the discretion of the Trustee, be paid directly to him or her, without the intervention of a guardian, directly to his or her creditors or others for his or her sole benefit or to an adult person or an eligible institution (including the Trustee) selected by the Trustee as custodian for a minor beneficiary under the Uniform Transfers to Minors Act or similar law. The receipt of such payee is a complete release to the Trustee.

B. **Timing of Income Distributions**. The Trustee shall make required payments of income at least quarterly.

C. **Substance Abuse**.

1. In General. If the Trustee reasonably believes that a beneficiary (other than myself) of any trust:

a. routinely or frequently uses or consumes any illegal substance so as to be physically or psychologically dependent upon that substance, or

b. is clinically dependent upon the use or consumption of alcohol or any other legal drug or chemical substance that is not prescribed by a board certified medical doctor or psychiatrist in a current program of treatment supervised by such doctor or psychiatrist,

and if the Trustee reasonably believes that as a result the beneficiary is unable to care for himself or herself, or is unable to manage his or her financial affairs, all mandatory distributions (including distributions upon termination of the trust) to the beneficiary, all of the beneficiary's withdrawal rights, and all of the beneficiary's rights to participate in decisions concerning the removal and appointment of Trustees will be suspended (excluding, however, mandatory income rights under the Marital Trust). In that event, the following provisions of this Subparagraph III.C will apply.

2. Testing. The Trustee may request the beneficiary to submit to one or more examinations (including laboratory tests of bodily fluids) determined to be appropriate by a board certified medical doctor and to consent to full disclosure to the Trustee of the results of all such examinations. The Trustee shall maintain strict confidentiality of those results and shall not disclose those results to any person other than the beneficiary without the prior written permission of the beneficiary. The Trustee may totally or partially suspend all distributions otherwise required or permitted to be made to that beneficiary until the beneficiary consents to the examination and disclosure to the Trustee.

3. Treatment. If, in the opinion of the examining doctor, the examination indicates current or recent use of a drug or substance as described above, the examining doctor will determine an appropriate method of treatment for the beneficiary (for example, counseling or treatment on an in-patient basis in a rehabilitation facility) that is acceptable to the Trustee. If the beneficiary consents to the treatment, the Trustee shall pay the costs of treatment directly to the provider of those services from the distributions suspended under this Subparagraph III.C.

4. Resumption of Distributions. The Trustee may resume other distributions to the beneficiary (and the beneficiary's other suspended rights will be restored) when, in the case of use or consumption of an illegal substance, examinations indicate no such use for 12 months and, in all cases, when the Trustee in its discretion determines that the beneficiary is able to care for himself or herself and is able to manage his or her financial affairs.

5. Disposition of Suspended Amounts. When other distributions to the beneficiary are resumed, the remaining balance, if any, of distributions that were suspended may be distributed to the beneficiary at that time. If the beneficiary dies before distribution of those suspended amounts, the Trustee shall distribute the balance of the suspended amounts to the persons who would be the alternate

takers of that beneficiary's share (or takers through the exercise of a power of appointment) as otherwise provided in this Trust Agreement.

6. Exoneration. No Trustee (or any doctor retained by the Trustee) will be responsible or liable to anyone for a beneficiary's actions or welfare. The Trustee has no duty to inquire whether a beneficiary uses drugs or other substances as described in this Subparagraph III.C. The Trustee (and any doctor retained by the Trustee) is to be indemnified from the trust estate and held harmless from any liability of any nature in exercising its judgment and authority under this Subparagraph III.C, including any failure to request a beneficiary to submit to medical examination, and including a decision to distribute suspended amounts to a beneficiary.

7. Tax Savings Provision. Despite the provisions of this Subparagraph III.C, the Trustee cannot suspend any mandatory distributions or withdrawal rights that are required for that trust to become or remain a Qualified Subchapter S Trust (unless the Trustee elects for the trust to be an Electing Small Business Trust), or to qualify for any federal transfer tax exemption, deduction, or exclusion allowable with respect to that trust.

D. Income on Death of Beneficiary. Subject to the later paragraph captioned "Subchapter S Stock," and except as otherwise explicitly provided herein, upon the death of any beneficiary, all accrued or undistributed income of such deceased beneficiary's trust shall pass with the principal of his or her trust but shall remain income for trust accounting purposes.

E. Definitions. In this Agreement,

1. Children, Lineal Descendants. The terms "***child,***" "***children***" and "***lineal descendant***" mean only persons whose relationship to the ancestor designated is created entirely by or through (a) legitimate births occurring during the marriage of the joint biological parents to each other, (b) children and their lineal descendants arising from surrogate births and/or third party donors when (i) the child is raised from or near the time of birth by a married couple (other than a same sex married couple) through the pendency of such marriage, (ii) one of such couple is the designated ancestor, and (iii) to the best knowledge of the Trustee both members of such couple participated in the decision to have such child, and (c) lawful adoptions of minors under the age of twelve years. No such child or lineal descendant loses his or her status as such through adoption by another person. Notwithstanding the foregoing, as I have adequately provided for them during my lifetime, for purposes of the dispositions made under this Trust, my children, TED S. BERNSTEIN ("***TED***") and PAMELA B. SIMON ("***PAM***"), and their respective lineal descendants shall be deemed to have predeceased the survivor of my spouse and me, provided, however, if my children, ELIOT BERNSTEIN, JILL IANTONI and LISA S. FRIEDSTEIN, and their lineal descendants all predecease the survivor of my spouse and me, then TED and PAM, and their respective lineal descendants shall not be deemed to have predeceased me and shall be eligible beneficiaries for purposes of the dispositions made hereunder.

2. Code. "***Code***" means the Internal Revenue Code of 1986, as amended, and in referring to any particular provision of the Code, includes a reference to any equivalent or successor provision of a successor federal tax law.

3. Disabled. "***Disabled***" or being under "***Disability***" means, as to any applicable individual: (1) being under the age of 21 years, (2) having been adjudicated by a court of competent jurisdiction as mentally or physically incompetent or unable to manage his or her own property or personal affairs (or a substantially similar finding under applicable state or national law), or (3) being unable to properly manage his or her personal or financial affairs, or a trust estate hereunder as to a Trustee hereunder, because of a mental or physical impairment (whether temporary or permanent in nature). A written certificate executed by an individual's attending physician or attending psychiatrist confirming that person's impairment will be sufficient evidence of Disability under item (3) above, and all persons may rely conclusively on such a certificate.

4. Education. The term "***education***" herein means vocational, primary, secondary, preparatory, theological, college and professional education, including post-graduate courses of study, at educational institutions or elsewhere, and expenses relating directly thereto, including tuition, books and supplies, room and board, and travel from and to home during school vacations. It is intended that the Trustee liberally construe and interpret references to "education," so that the beneficiaries entitled to distributions hereunder for education obtain the best possible education commensurate with their abilities and desires.

5. My Spouse. "***My spouse***" is SIMON L. BERNSTEIN ("***SIMON***").

6. Needs and Welfare Distributions. Payments to be made for a person's ***"Needs"*** means payments for such person's support, health (including lifetime residential or nursing home care), maintenance and education. Payments to be made for a person's ***"Welfare"*** means payments for such person's Needs, and as the Trustee determines in its sole discretion also for such person's advancement in life (including assistance in the purchase of a home or establishment or development of any business or professional enterprise which the Trustee believes to be reasonably sound), happiness and general well-being. However, the Trustee, based upon information reasonably available to it, shall make such payments for a person's Needs or Welfare only to the extent such person's income, and funds available from others obligated to supply funds for such purposes (including, without limitation, pursuant to child support orders and agreements), are insufficient in its opinion for such purposes, and shall take into account such person's accustomed manner of living, age, health, marital status and any other factor it considers important. Income or principal to be paid for a person's Needs or Welfare may be paid to such individual or applied by the Trustee directly for the benefit of such person. The Trustee may make a distribution or application authorized for a person's Needs or Welfare even if such distribution or application substantially depletes or exhausts such person's trust, without any duty upon the Trustee to retain it for future use or for other persons who might otherwise benefit from such trust.

7. Per Stirpes. In a division "***per stirpes***" each generation shall be represented and counted whether or not it has a living member.

8. Person Related or Subordinate Party. A "***Related or Subordinate Party***" to a trust describes a beneficiary of the subject trust or a related or subordinate party to a beneficiary of the trust as the terms "related or subordinate party" are defined under Code Section 672(c).

9. Spouse. A person's "***spouse***" includes only a spouse then married to and living as husband and wife with him or her, or a spouse who was married to and living as husband and wife with him or her at his or her death. The following rules apply to each person who is a beneficiary or a permissible appointee under this Trust Agreement and who is married to a descendant of mine. Such a person will cease to be a beneficiary and will be excluded from the class of permissible appointees upon:

a. the legal termination of the marriage to my descendant (whether before or after my death), or

b. the death of my descendant if a dissolution of marriage proceeding was pending when he or she died.

10. Gender, Number. Where appropriate, words of any gender include all genders and the singular and plural are interchangeable.

F. Powers of Appointment. Property subject to a power of appointment shall be paid to, or retained by the Trustee or paid to any trustee under any will or trust agreement for the benefit of, such one or more permissible appointees, in such amounts and proportions, granting such interests, powers and powers of appointment, and upon such conditions including spendthrift provisions as the holder of such power (i) in the case of a power exercisable upon the death of such holder, appoints in his or her will or in a trust agreement revocable by him or her until his or her death, or (ii) in the case of a power exercisable during the life of such holder, appoints in a written instrument signed by such holder, two witnesses and a notary public, but in either case only if such will, trust agreement, or instrument specifically refers to such power.

G. Limitations on Powers of Trustee. Regardless of anything herein to the contrary, no Trustee shall make or participate in making any distribution of income or principal of a trust to or for the benefit of a beneficiary which would directly or indirectly discharge any legal obligation of such Trustee or a donor of such trust (as an individual, and other than myself as donor) to support such beneficiary; and no Trustee (other than myself and other than my spouse as Trustee of the Marital Trust) shall make or participate in making any discretionary distribution of income or principal to or for the benefit of himself or herself other than for his or her Needs, including by reason of a determination to terminate a trust described herein. For example, if a Trustee (other than myself and other than my spouse as Trustee of the Marital Trust) has the power to distribute income or principal to himself or herself for his or her own Welfare, such Trustee (the "restricted Trustee") shall only have the power to make or participate in making a distribution of income or principal to the restricted Trustee for the restricted Trustee's Needs, although any co-Trustee who is not also a restricted Trustee may make or participate in making a distribution of income or principal to the restricted Trustee for such restricted Trustee's Welfare without the participation or consent of said restricted Trustee.

H. **Presumption of Survivorship**. If my spouse and I die under circumstances which make it difficult or impracticable to determine which one of us survived the other, I direct that my spouse shall be deemed to have survived me for purposes of this Agreement (except in regard to any property passing hereunder that became part of this trust solely by reason of passage to my probate estate or this trust from the probate estate of or a revocable trust established by my spouse in which case the opposite presumption shall apply), notwithstanding any provisions of law which provide for a contrary presumption. If any person other than my spouse shall be required to survive another person in order to take any interest under this Agreement, the former person shall be deemed to have predeceased the latter person, if such persons die under circumstances which make it difficult or impracticable to determine which one died first.

I. **Governing Law**. This Agreement is governed by the law of the State of Florida.

J. **Other Beneficiary Designations**. Except as otherwise explicitly and with particularity provided herein, (a) no provision of this trust shall revoke or modify any beneficiary designation of mine made by me and not revoked by me prior to my death under any individual retirement account, other retirement plan or account, or annuity or insurance contract, (b) I hereby reaffirm any such beneficiary designation such that any assets held in such account, plan, or contract shall pass in accordance with such designation, and (c) regardless of anything herein to the contrary, any of such assets which would otherwise pass pursuant to this trust due to the beneficiary designation not having met the requirements for a valid testamentary disposition under applicable law or otherwise shall be paid as a gift made hereunder to the persons and in the manner provided in such designation which is incorporated herein by this reference.

K. **Mandatory Notice Required by Florida Law**. The trustee of a trust may have duties and responsibilities in addition to those described in the instrument creating the trust. If you have questions, you should obtain legal advice.

L. **Release of Medical Information.**

1. Disability of Beneficiary. Upon the written request of a Trustee (with or without the concurrence of co-Trustees) issued to any current income or principal beneficiary (including discretionary beneficiaries) for whom a determination of Disability is relevant to the administration of a trust hereunder and for whom a Trustee (with or without the concurrence of co-Trustees) desires to make such a determination, such beneficiary shall issue to all Trustees (who shall be identified thereon both by name to the extent known and by class description) a valid authorization under the Health Insurance Portability and Accountability Act of 1996 and any other applicable or successor law authorizing all health care providers and all medical sources of such requested beneficiary to release protected health information of the requested beneficiary to all Trustees that is relevant to the determination of the Disability of the requested beneficiary as Disability is defined hereunder. The period of each such valid authorization shall be for six months (or the earlier death of the requested beneficiary). If such beneficiary (or his or her legal representative if such beneficiary is a minor or legally disabled) refuses within thirty days of receipt of the request to provide a valid authorization, or

at any time revokes an authorization within its term, the Trustee shall treat such beneficiary as Disabled hereunder until such valid authorization is delivered.

2. Disability of Trustee. Upon the request to a Trustee that is an individual by (a) a co-Trustee, or if none, (b) the person or entity next designated to serve as a successor Trustee not under legal incapacity, or if none, (c) any adult current income or principal beneficiary not under legal incapacity, or in any event and at any time (d) a court of competent jurisdiction, such Trustee shall issue to such person and all persons, courts of competent jurisdiction, and entities (who shall be identified thereon both by name to the extent known and by class description), with authority hereunder to determine such requested Trustee's Disability, a valid authorization under the Health Insurance Portability and Accountability Act of 1996 and any other applicable or successor law authorizing all health care providers and all medical sources of such requested Trustee to release protected health information of the requested Trustee to such persons, courts and entities, that is relevant to the determination of the Disability of the requested Trustee as Disability is defined hereunder. The period of each such valid authorization shall be for six months (or the earlier death or resignation of the requested Trustee). If such requested Trustee refuses within thirty days of receipt of the request to deliver a valid authorization, or at any time revokes an authorization within its term, such requested Trustee shall thereupon be treated as having resigned as Trustee hereunder.

3. Authorization to Issue Certificate. All required authorizations under this paragraph shall include the power of a physician or psychiatrist to issue a written certificate to the appropriate persons or entities as provided in Subparagraph III.E.3 hereof.

ARTICLE IV. FIDUCIARIES

A. **Powers of the Trustee**. During my life except while I am Disabled, the Trustee shall exercise all powers provided by law and the following powers, other than the power to retain assets, only with my written approval. While I am Disabled and after my death, the Trustee shall exercise said powers without approval, provided that the Trustee shall exercise all powers in a fiduciary capacity.

1. Investments. To sell or exchange at public or private sale and on credit or otherwise, with or without security, and to lease for any term or perpetually, any property, real and personal, at any time forming a part of the trust estate (the "***estate***"); to grant and exercise options to buy or sell; to invest or reinvest in real or personal property of every kind, description and location; and to receive and retain any such property whether originally a part of any trust herein created or subsequently acquired, even if the Trustee is personally interested in such property, and without liability for any decline in the value thereof; all without limitation by any statutes or judicial decisions whenever enacted or announced, regulating investments or requiring diversification of investments, it being my intention to give the broadest investment powers and discretion to the Trustee. Any bank, trust company, or other corporate trustee serving hereunder as Trustee is authorized to invest in its own common trust funds.

2. Special Investments. The Trustee is expressly authorized (but not directed) to retain, make, hold, and dispose of investments not regarded as traditional for trusts, including interests or investments in privately held business and investment entities and enterprises, including without limitation stock in closely held corporations, limited partnership interests, joint venture interests, mutual funds, business trust interests, and limited liability company membership interests, notwithstanding (a) any applicable prudent investor rule or variation thereof, (b) common law or statutory diversification requirements (it being my intent that no such duty to diversify shall exist) (c) a lack of current cash flow therefrom, (d) the presence of any risk or speculative elements as compared to other available investments (it being my intent that the Trustee have sole and absolute discretion in determining what constitutes acceptable risk and what constitutes proper investment strategy), (e) lack of a reasonable rate of return, (f) risks to the preservation of principal, (g) violation of a Trustee's duty of impartiality as to different beneficiaries (it being my intent that no such duty exists for this purpose), and (h) similar limitations on investment under this Agreement or under law pertaining to investments that may or should be made by a Trustee (including without limitation the provisions of Fla.Stats. §518.11 and successor provisions thereto that would characterize such investmentsas forbidden, imprudent, improper or unlawful). The Trustee shall not be responsible to any trust created hereunder or the beneficiaries thereof for any loss resulting from any such authorized investment, including without limitation loss engendered by the higher risk element of that particular entity, investment, or enterprise, the failure to invest in more conservative investments, the failure to diversify trust assets, the prudent investor rule or variant thereof. Notwithstanding any provisions for distributions to beneficiaries hereunder, if the Trustee determines that the future potential investment return from any illiquid or closely held investment asset warrants the retention of that investment asset or that sufficient value could not be obtained from the sale or other disposition of an illiquid or closely held investment asset, the Trustee is authorized to retain that asset and if necessary reduce the distributions to beneficiaries due to lack of sufficient liquid or marketable assets. However, the preceding provisions of this Subparagraph shall not be exercised in a manner as to jeopardize the availability of the estate tax marital deduction for assets passing to or held in the a trust for my surviving spouse or that would otherwise qualify for the estate tax marital deduction but for such provisions, shall not override any express powers hereunder of my surviving spouse to demand conversion of unproductive property to productive property, or reduce any income distributions otherwise required hereunder for a trust held for the benefit of my surviving spouse or a "qualified subchapter S trust" as that term is defined in Code Section 1361(d)(3).

3. Distributions. To make any division or distribution pro rata or non-pro rata, in cash or in kind, and to allocate undivided interests in property and dissimilar property (without regard to its tax basis) to different shares.

4. Management. To manage, develop, improve, partition or change the character of an asset or interest in property at any time; and to make ordinary and extraordinary repairs, replacements, alterations and improvements, structural or otherwise.

5. Borrowing. To borrow money from anyone on commercially reasonable terms, including entities owned in whole or in part by the trust, a Trustee, beneficiaries and other persons who may have a direct or indirect interest in a Trust; and to mortgage, margin, encumber and pledge real and

personal property of a trust as security for the payment thereof, without incurring any personal liability thereon and to do so for a term within or extending beyond the terms of the trust and to renew, modify or extend existing borrowing on similar or different terms and with the same or different security without incurring any personal liability; and such borrowing from a Trustee may be with or without interest, and may be secured with a lien on trust assets.

6. Lending. To extend, modify or waive the terms of any obligation, bond or mortgage at any time forming a part of a trust and to foreclose any such mortgage; accept a conveyance of encumbered property, and take title to the property securing it by deed in lieu of foreclosure or otherwise and to satisfy or not satisfy the indebtedness securing said property; to protect or redeem any such property from forfeiture for nonpayment of taxes or other lien; generally, to exercise as to such bond, obligation or mortgage all powers that an absolute owner might exercise; and to loan funds to beneficiaries at commercially reasonable rates, terms and conditions.

7. Abandonment of Property. To abandon any property or asset when it is valueless or so encumbered or in such condition that it is of no benefit to a trust. To abstain from the payment of taxes, liens, rents, assessments, or repairs on such property and/or permit such property to be lost by tax sale, foreclosure or other proceeding or by conveyance for nominal or no consideration to anyone including a charity or by escheat to a state; all without personal liability incurred therefor.

8. Real Property Matters. To subdivide, develop or partition real estate; to purchase or sell real property and to enter into contracts to do the same; to dedicate the same to public use; to make or obtain the location of any plats; to adjust boundaries; to adjust differences in valuations on exchange or partition by giving or receiving consideration; and, to grant easements with or without consideration as the fiduciaries may determine; and to demolish any building, structures, walls and improvements, or to erect new buildings, structures, walls and improvements and to insure against fire and other risks; and to protect and conserve, or to lease, or to encumber, or otherwise to manage and dispose of real property to the extent such power is not otherwise granted herein or otherwise restricted herein.

9. Claims. To enforce, compromise, adjust, arbitrate, release or otherwise settle or pay any claims or demands by or against a trust.

10. Business Entities. To deal with any business entity or enterprise even if a Trustee is or may be a fiduciary of or own interests in said business entity or enterprise, whether operated in the form of a corporation, partnership, business trust, limited liability company, joint venture, sole proprietorship, or other form (all of which business entities and enterprises are referred to herein as "***Business Entities***"). I vest the Trustee with the following powers and authority in regard to Business Entities:

a. To retain and continue to operate a Business Entity for such period as the Trustee deems advisable;

b. To control, direct and manage the Business Entities. In this connection, the Trustee, in its sole discretion, shall determine the manner and extent of its active participation in the operation and may delegate all or any part of its power to supervise and operate to such person or persons as the Trustee may select, including any associate, partner, officer or employee of the Business Entity;

c. To hire and discharge officers and employees, fix their compensation and define their duties; and similarly to employ, compensate and discharge agents, attorneys, consultants, accountants, and such other representatives as the Trustee may deem appropriate; including the right to employ any beneficiary or fiduciary in any of the foregoing capacities;

d. To invest funds in the Business Entities, to pledge other assets of a trust as security for loans made to the Business Entities, and to lend funds from a trust to the Business Entities;

e. To organize one or more Business Entities under the laws of this or any other state or country and to transfer thereto all or any part of the Business Entities or other property of a trust, and to receive in exchange such stocks, bonds, partnership and member interests, and such other securities or interests as the Trustee may deem advisable;

f. To treat Business Entities as separate from a trust. In a Trustee's accounting to any beneficiary, the Trustee shall only be required to report the earnings and condition of the Business Entities in accordance with standard business accounting practice;

g. To retain in Business Entities such net earnings for working capital and other purposes of the Business Entities as the Trustee may deem advisable in conformity with sound business practice;

h. To sell or liquidate all or any part of the Business Entities at such time and price and upon such terms and conditions (including credit) as the Trustee may determine. My Trustee is specifically authorised and empowered to make such sale to any person, including any partner, officer, or employee of the Business Entities, a fiduciary, or to any beneficiary; and

i. To guaranty the obligations of the Business Entities, or pledge assets of a trust to secure such a guaranty.

11. Principal and Income. To allocate items of income or expense between income and principal as permitted or provided by the laws of the State of Florida but without limiting the availability of the estate tax marital deduction, provided that the Trustee shall not be required to provide a rate of return on unproductive property unless otherwise provided in this instrument.

12. Life Insurance. With respect to any life insurance policies constituting an asset of a trust, to pay premiums; to apply dividends in reduction of such premiums; to borrow against the cash values thereof; to convert such policies into other forms of insurance, including paid-up insurance; to

exercise any settlement options provided in any such policies; to receive the proceeds of any policy upon its maturity and to administer such proceeds as a part of the principal of the Trust; and in general, to exercise all other options, benefits, rights and privileges under such policies.

13. Continuing Power. To continue to have or exercise, after the termination of a trust, in whole or in part, and until final distribution thereof, all title, power, discretions, rights and duties conferred or imposed upon the Trustee by law or by this Agreement or during the existence of the trust.

14. Exoneration. To provide for the exoneration of the Trustee from any personal liability on account of any arrangement or contract entered into in a fiduciary capacity.

15. Agreements. To comply with, amend, modify or rescind any agreement made during my lifetime, including those regarding the disposition, management or continuation of any closely held unincorporated business, corporation, partnership or joint venture, and including the power to complete contracts to purchase and sell real estate.

16. Voting. To vote and give proxies, with power of substitution to vote, stocks, bonds and other securities, or not to vote a security.

17. Combination of Shares. To hold the several shares of a trust or several Trusts as a common fund, dividing the income proportionately among them, to assign undivided interests to the several shares or Trusts, and to make joint investments of the funds belonging to them. For such purposes and insofar as may be practicable, the Trustee, to the extent that division of the trust estate is directed hereby, may administer the trust estate physically undivided until actual division thereof becomes necessary to make distributions. The Trustee may hold, manage, invest and account for whole or fractional trust shares as a single estate, making the division thereof by appropriate entries in the books of account only, and may allocate to each whole or fractional trust share its proportionate part of all receipts and expenses; provided, however, this carrying of several Trusts as a single estate shall not defer the vesting in possession of any whole or fractional share of a trust for the beneficiaries thereof at the times specified herein.

18. Reimbursement. To reimburse itself from a trust for reasonable expenses incurred in the administration thereof.

19. Reliance Upon Communication. To rely, in acting under a trust, upon any letter, notice, certificate, report, statement, document or other paper, or upon any telephone, telegraph, cable, wireless or radio message, if believed by the Trustee to be genuine, and to be signed, sealed, acknowledged, presented, sent, delivered or given by or on behalf of the proper person, firm or corporation, without incurring liability for any action or inaction based thereon.

20. Assumptions. To assume, in the absence of written notice to the contrary from the person or persons concerned, that a fact or an event, by reason of which an interest or estate under

a trust shall commence or terminate, does not exist or has not occurred, without incurring liability for any action or inaction based upon such assumption.

21. Service as Custodian. To serve as successor custodian for any beneficiary of any gifts that I may have made under any Transfer to Minors Act, if at the time of my death no custodian is named in the instrument creating the gift.

22. Removal of Assets. The Trustee may remove from the domiciliary state during the entire duration of a trust or for such lesser period as it may deem advisable, any cash, securities or other property at any time in its hands whether principal or not, and to take and keep the same outside the domiciliary state and at such place or places within or outside the borders of the United States as it may determine, without in any event being chargeable for any loss or depreciation to the trust which may result therefrom.

23. Change of Situs. The situs and/or applicable law of any trust created hereunder may be transferred to such other place as the Trustee may deem to be for the best interests of the trust estate. In so doing, the Trustee may resign and appoint a successor Trustee, but may remove such successor Trustee so appointed and appoint others. Each successor Trustee may delegate any and all fiduciary powers, discretionary and ministerial, to the appointing Trustee as its agent.

24. Fiduciary Outside Domiciliary State. In the event the Trustee shall not be able and willing to act as Trustee with respect to any property located outside the domiciliary state, the Trustee, without order of court, may appoint another individual or corporation (including any employee or agent of any appointing Trustee) to act as Trustee with respect to such property. Such appointed Trustee shall have all of the powers and discretions with respect to such property as are herein given to the appointing Trustee with respect to the remaining trust assets. The appointing Trustee may remove such appointed Trustee and appoint another upon ten (10) days notice in writing. All income from such property, and if such property is sold, exchanged or otherwise disposed of, the proceeds thereof, shall be remitted to the appointing Trustee, to be held and administered by it as Trustee hereunder. Such appointed Trustee may employ the appointing Trustee as agent in the administration of such property. No surety shall be required on the bond of the Trustee or agent acting under the provisions of this paragraph. No periodic court accounting shall be required of such appointed Trustee, it being my intention to excuse any statutory accounting which may ordinarily be required.

25. Selection of Assets for Marital Trust. The Trustee shall have sole discretion to determine which assets shall be allocated to the Marital Trust; provided, if possible no assets or the proceeds of any assets which do not qualify for the federal estate tax marital deduction shall be allocated to the Marital Trust. To the extent that other assets qualifying for the marital deduction are available, the Trustee shall not allocate to the Marital Trust any assets with respect to which a credit for foreign taxes paid is allowable under the Code, nor any policy of insurance on the life of my spouse. Any allocation of assets among the Family Trust and the Marital Trust shall, with respect to each such trust, be comprised of assets having an aggregate market value at the time of such allocation fairly representative of the net appreciation or depreciation in the value of the property available for such

allocation between the date of valuation for federal estate tax purposes and the date or dates of said allocation and selection.

26. Additions. To receive and accept additions to the Trusts in cash or in kind from donors, executors, administrators, Trustee or attorneys in fact, including additions of my property by the Trustee or others as my attorneys in fact.

27. Title and Possession. To have title to and possession of all real or personal property held in the Trusts, and to register or hold title to such property in its own name or in the name of its nominee, without disclosing its fiduciary capacity, or in bearer form.

28. Dealing with Estates. To use principal of the Trusts to make loans to my estate, with or without interest, and to make purchases from my estate or my spouse's estate.

29. Agents. To employ persons, including attorneys, auditors, investment advisers, and agents, even if they are the Trustee or associated with the Trustee, to advise or assist the Trustee in the performance of its administrative duties and to pay compensation and costs incurred in connection with such employment from the assets of the Trust; to act without independent investigation upon their recommendations; and, instead of acting personally, to employ one or more agents to perform any act of administration, whether or not discretionary.

30. Tax Elections. To file tax returns, and to exercise all tax-related elections and options at its discretion, without compensating adjustments or reimbursements between any of the Trusts or any of the trust accounts or any beneficiaries.

B. Resignation. A Trustee may resign with or without cause, by giving no less than 30 days advance written notice, specifying the effective date of such resignation, to its successor Trustee and to the persons required and in the manner provided under Fla.Stats. §§736.0705(1)(a) and 736.0109. As to any required recipient, deficiencies in fulfilling the foregoing resignation requirements may be waived in a writing signed by such recipient. Upon the resignation of a Trustee, such Trustee shall be entitled to reimbursement from the trust for all reasonable expenses incurred in the settlement of accounts and in the transfer of assets to his or her successor.

C. Appointment of Successor Trustee.

1. Appointment. Upon a Trustee's resignation, or if a Trustee becomes Disabled or for any reason ceases to serve as Trustee, I may appoint any person or persons as successor Trustee, and in default of such appointment by me, SIMON and TED, one at a time and successively in that order, shall serve as successor Trustee. Notwithstanding the foregoing, if a named Trustee is not a U.S. citizen or resident at the time of commencement of his term as Trustee, such Trustee should give due consideration to declining to serve to avoid potential adverse U.S. income tax consequences by reason of the characterization of a trust hereunder as a foreign trust under the Code, but shall not be construed to have any duty to so decline if such Trustee desires to serve.

2. Specific Trusts. Notwithstanding the preceding provisions of this Subparagraph IV.C, subsequent to my death I specifically appoint the following person or persons as Trustee of the following Trusts under the following described circumstances:

a. Trustee of the Marital Trust. SIMON and TED, one at a time and successively in that order, shall serve as Trustee of the Marital Trust. While serving as Trustee, my spouse may designate a co-Trustee to serve with my spouse and my spouse may remove and/or replace such co-Trustee from time to time.

b. Trustee of the Family Trust. SIMON and TED, one at a time and successively in that order, shall serve as Trustee of the Family Trust. While serving as Trustee, my spouse may designate a co-Trustee that is not a Related or Subordinate Party to serve with my spouse and my spouse may remove and/or replace such co-Trustee with another that is not a Related or Subordinate Party from time to time.

c. Trustee of Separate Trusts for My Children. Each child of mine shall serve as sole Trustee of his or her separate trust. While serving alone as Trustee, a child of mine may designate a co-Trustee that is not a Related or Subordinate Party to serve with such child and such child may remove and/or replace such co-Trustee with another that is not a Related or Subordinate Party from time to time.

d. Trustee of Separate Trusts for My Lineal Descendants Other Than My Children. In regard to a separate trust held for a lineal descendant of mine other than a child of mine which lineal descendant is the sole current mandatory or discretionary income beneficiary, each such lineal descendant shall serve as co-Trustee, or sole Trustee if the preceding described Trustees cease or are unable to serve or to continue to serve, of his or her separate trust upon reaching age twenty-five (25) years.

e. Trustee of Separate Trust for MATTHEW LOGAN. In regard to a separate trust held MATTHEW LOGAN, his mother, DEBORAH BERNSTEIN ("***DEBORAH***"), shall serve as Trustee until MATTHEW attains age 25 years, at which time he shall serve as a co-Trustee with DEBORAH of such separate trust.

3. Successor Trustees Not Provided For. Whenever a successor Trustee or co-Trustee is required and no successor or other functioning mechanism for succession is provided for under the terms of this Trust Agreement , the last serving Trustee or the last person or entity designated to serve as Trustee of the applicable trust may appoint his or her successor, and if none is so appointed, the following persons shall appoint a successor Trustee (who may be one of the persons making the appointment):

a. The remaining Trustees, if any; otherwise,

b. A majority of the permissible current mandatory or discretionary income beneficiaries, including the natural or legal guardians of any beneficiaries who are Disabled.

A successor Trustee appointed under this subparagraph shall not be a Related or Subordinate Party of the trust. The appointment will be by a written document executed by such person in the presence of two witnesses and acknowledged before a notary public delivered to the appointed Trustee and to me if I am living and not Disabled or in a valid last Will. Notwithstanding the foregoing, a designation under this Subparagraph of a successor trustee to a corporate or entity trustee shall be limited to a corporate or entity trustee authorized to serve as such under Florida law with assets under trust management of no less than one billion dollars.

4. Power to Remove Trustee. Subsequent to my death, the age 25 or older permissible current mandatory or discretionary income beneficiaries from time to time of any trust established hereunder shall have the power to unanimously remove a Trustee of such trust at any time with or without cause, with the successor Trustee to be determined in accordance with the foregoing provisions.

D. Method of Appointment of Trustee. Any such appointment of a successor Trustee by a person shall be made in a written instrument executed by such person in the presence of two witnesses and acknowledged before a notary public which is delivered to such appointed Trustee during the lifetime of the person making such appointment, or any such appointment of a successor Trustee by a person may be made under the last Will of such person.

E. Limitations on Removal and Replacement Power. Any power to remove and/or replace a trustee hereunder that is granted to an individual (including such power when reserved to me) is personal to that individual and may not be exercised by a guardian, power of attorney holder, or other legal representative or agent.

F. Successor Fiduciaries. No Trustee is responsible for, nor has any duty to inquire into, the administration, acts or omissions of any executor, administrator, Personal Representative, or trustee or attorney-in-fact adding property to these Trusts, or of any predecessor Trustee. Each successor Trustee has all the powers, privileges, immunities, rights and title (without the execution of any instrument of transfer or any other act by any retiring Trustee) and all the duties of all predecessors.

G. Liability and Indemnification of Trustee.

1. Liability in General. No individual Trustee (that is, a Trustee that is not a corporation or other entity) shall be liable for any of his or her actions or failures to act as Trustee, even if the individual Trustee is found by a court to have been negligent or in breach of fiduciary duty, except for liability caused by his or her actions or failures to act done in bad faith or with reckless indifference to the purposes of the trust or the interests of the beneficiaries. Each Trustee that is a corporation or other entity will be liable for its actions or failures to act that are negligent or that breach its fiduciary duty, without contribution by any individual Trustee.

2. Indemnification of Trustee. Except in regard to liabilities imposed on a Trustee under Subparagraph IV.G.1, each Trustee shall be held harmless and indemnified from the assets of the trust for any liability, damages, attorney's fees, expenses, and costs incurred as a result of its service as Trustee. A Trustee who ceases to serve for any reason will be entitled to receive reasonable security from the assets of the trust to protect it from liability, and may enforce these provisions for indemnification against the current Trustee or against any assets held in the trust, or if the former Trustee is an individual and not a corporation or other entity, against any beneficiary to the extent of distributions received by that beneficiary. This indemnification right extends to the estate, personal representatives, legal successors and assigns of a Trustee.

3. Indemnification of Trustee - Additional Provisions. I recognize that if a beneficiary accuses a Trustee of wrongdoing or breach of fiduciary duty, the Trustee may have a conflict of interest that ordinarily would prevent it from paying legal fees and costs from the trust estate to defend itself. I do not want to put a financial burden on any individual named to serve as a Trustee. Just as important, I do not want an individual who has been selected to serve as a Trustee to be reluctant to accept the position, or while serving to be intimidated in the performance of the Trustee's duties because of the threats of lawsuits that might force the Trustee to pay fees and costs from the Trustee's personal resources. For this reason, I deliberately and intentionally waive any such conflict of interest with respect to any individual serving as Trustee so that he or she can hire counsel to defend himself or herself against allegations of wrongdoing or if sued for any reason (whether by a beneficiary or by someone else) and pay all fees and costs for his or her defense from the trust estate until the dispute is resolved. I understand and agree that a court may award, disallow or allocate fees and costs in whole or in part after the dispute is resolved, as provided by law. The Trustee will account for all such fees and costs paid by it as provided by law. This provision shall not apply to any Trustee that is a corporation or other entity.

H. Compensation, Bond. Each Trustee is entitled to be paid reasonable compensation for services rendered in the administration of the trust. Reasonable compensation for a non-individual Trustee will be its published fee schedule in effect when its services are rendered unless otherwise agreed in writing, and except as follows. Any fees paid to a non-individual Trustee for making principal distributions, for termination of the trust, and upon termination of its services must be based solely on the value of its services rendered, not on the value of the trust principal. During my lifetime the Trustee's fees are to be charged wholly against income (to the extent sufficient), unless directed otherwise by me in writing. Each Trustee shall serve without bond.

I. Maintenance of Records. The Trustee shall maintain accurate accounts and records. It shall render annual statements of the receipts and disbursements of income and principal of a trust upon the written request of any adult vested beneficiary of such trust or the guardian of the person of any vested beneficiary and the approval of such beneficiary shall be binding upon all persons then or thereafter interested in such trust as to the matters and transactions shown on such statement. The Trustee may at any time apply for a judicial settlement of any account. No Trustee shall be required to file any statutory or other periodic accountings of the administration of a trust.

J. **Interested Trustee**. The Trustee may act under this Agreement even if interested in these Trusts in an individual capacity, as a fiduciary of another trust or estate (including my estate) or in any other capacity. The Trustee may in good faith enter into a sale, encumbrance, or other transaction involving the investment or management of trust property for the Trustee's own personal account or which is otherwise affected by a conflict between the Trustee's fiduciary and personal interests, without liability and without being voidable by a beneficiary. The Trustee is specifically authorized to make loans to, to receive loans from, or to sell, purchase or exchange assets in a transaction with (i) the Trustee's spouse, (ii) the Trustee's children or grandchildren, siblings, parents, or spouses of such persons, (iii) an officer, director, employee, agent, or attorney of the Trustee, or (iv) a corporation, partnership, limited liability company, or other business entity in which the Trustee has a financial interest, provided that in any transaction the trusts hereunder receive fair and adequate consideration in money or money's worth. The Trustee may renounce any interest or expectancy of a trust in, or an opportunity to participate in, specified business opportunities or specified classes or categories of business opportunities that are presented to the Trustee. Such renunciation shall not prohibit the Trustee from participating in the Trustee's individual capacity in such opportunity or expectancy.

K. **Third Parties**. No one dealing with the Trustee need inquire into its authority or its application of property.

L. **Merger of Trusts**. If the Trustee is also trustee of a trust established by myself or another person by will or trust agreement, the beneficiaries to whom income and principal may then be paid and then operative terms of which are substantially the same as those of a trust held under this Agreement, the Trustee in its discretion may merge either such trust into the other trust. The Trustee, in exercising its discretion, shall consider economy of administration, convenience to the beneficiaries, tax consequences and any other factor it considers important. If it is later necessary to reestablish the merged trust as separate trusts, it shall be divided proportionately to the value of each trust at the time of merger.

M. **Multiple Trustees**. If two Trustees are serving at any time, any power or discretion of the Trustees may be exercised only by their joint agreement. Either Trustee may delegate to the other Trustee the authority to act on behalf of both Trustees and to exercise any power held by the Trustees. If more than two Trustees are serving at any time, and unless unanimous agreement is specifically required by the terms of this Trust Agreement, any power or discretion of the Trustees may be exercised only by a majority. The Trustees may delegate to any one or more of themselves the authority to act on behalf of all the Trustees and to exercise any power held by the Trustees. Trustees who consent to the delegation of authority to other Trustees will be liable for the consequences of the actions of those other Trustees as if the consenting Trustees had joined the other Trustees in performing those actions. A dissenting Trustee who did not consent to the delegation of authority to another Trustee and who has not joined in the exercise of a power or discretion cannot be held liable for the consequences of the exercise. A dissenting Trustee who joins only at the direction of the majority will not be liable for the consequences of the exercise if the dissent is expressed in writing delivered to any of the other Trustees before the exercise of that power or discretion.

ARTICLE V ADDITIONAL TAX AND RELATED MATTERS

A. **GST Trusts.**

1. **Family Trust**. I direct (a) that the Trustee shall divide any trust other than the Marital Trust to which there is allocated any GST exemption into two separate Trusts (each subject to the provisions of this Trust Agreement relating to the trust that is being divided) so that the generation-skipping tax inclusion ratio of one such trust is zero.

2. **Marital Trust**. I direct that, if possible, (a) the Trustee shall divide the Marital Trust into two separate Marital Trusts (each subject to the provisions hereof concerning the Marital Trust) so that through allocation of my GST exemption remaining unallocated at my death and not otherwise allocated to transfers occurring at or by reason of my death (including allocations to the Family Trust), if any, the generation-skipping tax inclusion ratio of one such Marital Trust is zero (the GST Marital Trust), (b) my Personal Representative to exercise the election provided by Code Section 2652(a)(3) as to the GST Marital Trust, and (c) that upon the death of my spouse the total amount recoverable by my spouse's estate from the property of the Marital Trusts under Code Section 2207A shall first be recoverable in full from the non-GST Marital Trust to the extent thereof.

3. **Misc**. I direct that (a) upon the death of the survivor of me and my spouse, any property then directed to be paid or distributed which constitutes a direct skip shall be paid first from property then exempt from generation-skipping taxation (by reason of the allocation of any GST exemption) to the extent thereof, (b) property exempt from generation-skipping taxation (by reason of the allocation of any GST exemption) and not directed to be paid or distributed in a manner which constitutes a direct skip shall be divided and distributed as otherwise provided herein and held for the same persons designated in Trusts separate from any property then also so divided which is not exempt from generation-skipping taxation, and (c) if upon the death of a beneficiary a taxable termination would otherwise occur with respect to any property held in trust for him or her with an inclusion ratio greater than zero, such beneficiary shall have with respect only to such property a power to appoint such fractional share thereof which if included in such beneficiary's gross estate for federal estate tax purposes (without allowing any deduction with respect to such share) would not be taxed at the highest federal estate tax rate and such fractional share of such property shall be distributed to such persons including only such beneficiary's estate, spouse, and lineal descendants, in such estates, interests, and proportions as such beneficiary may, by a will specifically referring to this general power appoint, and any part of a trust such beneficiary does not effectively appoint shall be treated as otherwise provided for disposition upon his or her death, provided, if upon his or her death two or more Trusts for his or her benefit are directed to be divided among and held or distributed for the same persons and the generation-skipping tax inclusion ratio of any such trust is zero, the amount of any other such trust to which there is allocated any of such beneficiary's GST exemption shall be added to the Trusts with generation-skipping tax inclusion ratios of zero in equal shares. I request (but do not require) that if two or more Trusts are held hereunder for any person, no principal be paid to such person from the Trusts with the lower inclusion ratios for generation-skipping tax purposes unless the trust with the highest inclusion ratio has been exhausted by use, consumption, distribution, or otherwise or is not reasonably available.

Notwithstanding any other provision of this Trust Agreement, for purposes of funding any pecuniary payment or trust division to which there is allocated any GST exemption, such payment or trust division allocation shall be satisfied with cash or property which fairly represents appreciation and depreciation (occurring between the valuation date and the date of distribution) in all of the assets from which such distribution or allocation could be made, and any pecuniary payment made before a residual transfer of property to which any GST exemption is allocated shall be satisfied with cash or property which fairly represents appreciation and depreciation (occurring between the valuation date and the date of distribution) in all of the assets from which such pecuniary payment could be satisfied and shall be allocated a pro rata share of income earned by all such assets between the valuation date and the date of payment. In regard to the division or severance of a trust hereunder, including the Marital Trust, such division or severance shall be made in a manner that all resulting trusts are recognized for purposes of Chapter 13 of the Code, including without limitation complying with the requirements of Treas.Regs. §26.2654-1(b). Except as otherwise expressly provided herein, the valuation date with respect to any property shall be the date as of which its value is determined for federal estate tax purposes with respect to the transferor thereof, and subject to the foregoing, property distributed in kind in satisfaction of any pecuniary payment shall be selected on the basis of the value of such property on the valuation date. All terms used in this Article which are defined or explained in Chapter 13 of the Code or the regulations thereunder shall have the same meaning when used herein. The Trustee is authorized and directed to comply with the provisions of the Treasury Regulations interpreting the generation skipping tax provisions of the Code in severing or combining any trust, creating or combining separate trust shares, allocating GST exemption, or otherwise, as necessary to best accomplish the foregoing allocations, inclusion ratios, combinations, and divisions, including, without limitation, the payment of "appropriate interest" as determined by the Trustee as that term is applied and used in said Regulations.

B. **Individual Retirement Accounts**. In the event that this trust or any trust created under this Agreement is the beneficiary of an Individual retirement account established and maintained under Code Section 408 or a qualified pension, profit sharing or stock bonus plan established and maintained under Code Section 401 (referred to in this paragraph as "IRA"), the following provisions shall apply to such trust:

1. I intend that the beneficiaries of such trust shall be beneficiaries within the meaning of Code Section 401(a)(9) and the Treasury Regulations thereunder. All provisions of such trust shall be construed consistent with such intent. Accordingly, the following provisions shall apply to such trust:

a. No benefits from any IRA may be used or applied for the payment of any debts, taxes or other claims against my estate as set forth in the later paragraph captioned "Taxes", unless other assets of this trust are not available for such payment.

b. In the event that a beneficiary of any trust created under this Agreement has a testamentary general power of appointment or a limited power of appointment over all or any portion of any trust established under this Agreement, and if such trust is the beneficiary of any benefits from any IRA, the beneficiary shall not appoint any part of such trust to a charitable organization or to

a lineal descendant of mine (or a spouse of a lineal descendant of mine) who is older than the beneficiary whose life expectancy is being used to calculate distributions from such IRA.

2. The Trustee shall deliver a copy of this Agreement to the custodian of any IRA of which this trust or any trust created under this Agreement is the named beneficiary within the time period prescribed Code Section 401(a)(9) and the Treasury Regulations thereunder, along with such additional items required thereunder. If the custodian of the IRA changes after a copy of this Agreement has been provided pursuant to the preceding sentence, the Trustee shall immediately provide a copy of this Agreement to the new custodian. The Trustee shall request each custodian to complete a receipt of the Agreement and shall attach such receipt to this Agreement. The Trustee shall provide a copy of each amendment of this Agreement to the custodian and shall obtain a receipt of such amendment.

C. **Gift Transfers Made From Trust During My Lifetime**. I direct that all gift transfers made from the trust during my lifetime be treated for all purposes as if the gift property had been first withdrawn by (or distributed to) me and then transferred by me to the donees involved. Thus, in each instance, even where title to the gift property is transferred directly from the name of the trust (or its nominee) into the name of the donee, such transfer shall be treated for all purposes as first a withdrawal by (or distribution of the property to) me followed by a gift transfer of the property to the donee by me as donor, the Trustee making the actual transfer in my behalf acting as my attorney in fact, this paragraph being, to that extent, a power of attorney from me to the Trustee to make such transfer, which power of attorney shall not be affected by my Disability, incompetence, or incapacity.

D. **Death Costs**. If upon my death the Trustee hold any United States bonds which may be redeemed at par in payment of federal estate tax, the Trustee shall pay the federal estate tax due because of my death up to the amount of the par value of such bonds and interest accrued thereon at the time of payment. The Trustee shall also pay from the trust all of my following death costs, but if there is an acting executor, administrator or Personal Representative of my estate my Trustee shall pay only such amounts of such costs as such executor, administrator or Personal Representative directs:

1. my debts which are allowed as claims against my estate,

2. my funeral expenses without regard to legal limitations,

3. the expenses of administering my estate,

4. the balance of the estate, inheritance and other death taxes (excluding generation-skipping transfer taxes unless arising from direct skips), and interest and penalties thereon, due because of my death with respect to all property whether or not passing under my Will or this Agreement (other than property over which I have a power of appointment granted to me by another person, and qualified terminable interest property which is not held in a trust that was subject to an election under Code Section 2652(a)(3) at or about the time of its funding) and life insurance proceeds on policies insuring my life which proceeds are not held under this trust or my probate estate at or by reason of my death), and

5. any gifts made in my Will or any Codicil thereto.

The Trustee may make any such payment either to my executor, administrator or Personal Representative or directly to the proper party. The Trustee shall not be reimbursed for any such payment, and is not responsible for the correctness or application of the amounts so paid at the direction of my executor, administrator, or Personal Representative. The Trustee shall not pay any of such death costs with any asset which would not otherwise be included in my gross estate for federal or state estate or inheritance tax purposes, or with any asset which otherwise cannot be so used, such as property received under a limited power of appointment which prohibits such use. Further, no payment of any such death costs shall be charged against or paid from the property disposed of pursuant to the prior paragraphs captioned "Disposition of Tangible Personal Property", "Specific Cash Devise" nor from the Marital Trust.

E. **Marital Trust**. I intend the maximum obtainable reduction of federal estate tax due by reason of my death by use of the federal estate tax marital deduction, and qualification of all property of the Marital Trust for the marital deduction. This Agreement shall be construed and all powers shall be exercised consistent with such intent. For example, the Trustee shall not allocate any receipt to principal or any disbursement to income if such allocation understates the net income of the Marital Trust under Florida law; and upon the written demand of my spouse, the Trustee shall convert unproductive or underproductive property of said trust into productive property within a reasonable time notwithstanding any other provision hereunder. The foregoing not withstanding, if my spouse survives me but dies within six months after my death, the Marital Trust provided in Subparagraph II.B will be reduced to that amount, if any, required to obtain for my estate an estate tax marital deduction resulting in the lowest combined estate taxes in my estate and my spouse's estate, on the assumption that my spouse died after me on the date of my death, that my spouse's estate is valued on the same date and in the same manner as my estate is valued for federal estate tax purposes, and that elections in my spouse's estate were made that would be consistent with minimizing taxes. The purpose of this provision is to equalize, insofar as possible, our estates for federal estate tax purposes, based on the above assumptions.

F. **Subchapter S Stock**. Regardless of anything herein to the contrary, in the event that after my death the principal of a trust includes stock in a corporation for which there is a valid election to be treated under the provisions of Subchapter S of the Code, the income beneficiary of such a trust is a U.S. citizen or U.S. resident for federal income tax purposes, and such trust is not an "electing small business trust" under Code Section 1361(e)(1) in regard to that corporation, the Trustee shall (a) hold such stock as a substantially separate and independent share of such trust within the meaning of Code Section 663(c), which share shall otherwise be subject to all of the terms of this Agreement, (b) distribute all of the income of such share to the one income beneficiary thereof in annual or more frequent installments, (c) upon such beneficiary's death, pay all accrued or undistributed income of such share to the beneficiary's estate, (d) distribute principal from such share during the lifetime of the income beneficiary only to such beneficiary, notwithstanding any powers of appointment granted to any person including the income beneficiary, and (e) otherwise administer such share in a manner that qualifies it as a "qualified Subchapter S trust" as that term is defined in Code Section 1361(d)(3), and shall otherwise

manage and administer such share as provided under this Agreement to the extent not inconsistent with the foregoing provisions of this paragraph.

G. **Residence as Homestead**. Regardless of anything herein to the contrary, while any residential real property located in Florida is owned by a trust, I, or my spouse if I am not then living and such trust is the Marital Trust, shall have the right to use, possess and occupy such residence as a personal residence so that such right shall constitute a possessory right in such real property within the meaning of Florida Statute Section 196.041.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Trust Agreement on the date first above written.

SETTLOR and TRUSTEE:

SHIRLEY BERNSTEIN

This instrument was signed by SHIRLEY BERNSTEIN in our presence, and at the request of and in the presence of SHIRLEY BERNSTEIN and each other, we subscribe our names as witnesses on this 20 day of May, 2008:

Print Name: ROBERT L. SPALLINA
Address: 7387 WISTERIA AVENUE
PARKLAND, FL 33076

Print Name: TRACI KRATISH
Address: 16068 GLENCREST AVENUE
DELRAY BEACH, FL 33446

STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20 day of May, 2008, by SHIRLEY BERNSTEIN.

NOTARY PUBLIC-STATE OF FLORIDA
Kimberly Moran
Commission #DD766470
Expires: APR. 28, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

[Seal with Commission Expiration Date]

Kimberly Moran
Signature - Notary Public-State of Florida

Print, type or stamp name of Notary Public

Personally Known ✓ or Produced Identification _____
Type of Identification Produced _____

F:\WPDATA\drt\Bernstein, Shirley & Simon\2008 Estate Planning\Shirley Bernstein Trust Agreement.wpd [05 15:11 19 08]

ATTACHMENT

The following property has been delivered in trust under this Agreement:

One Dollar ($1.00) Cash

During my life, the Trustee has no duty to maintain, invest, review, insure, account for, or any other responsibility with respect to trust property other than income producing property, or any duty to pay premiums on life insurance payable to the trust, and shall receive no fee for its services as Trustee based on any trust property other than income producing property.

SHIRLEY BERNSTEIN, Settlor and Trustee

[redacted]

TO REORDER CALL 954-846-9399

RECYCLED PAPER

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CLERK & COMPTROLLER
PALM BEACH COUNTY

WILL OF

SHIRLEY BERNSTEIN

Prepared by:

Tescher & Spallina, P.A.
2101 Corporate Blvd., Suite 107, Boca Raton, Florida 33431
(561) 998-7847
www.tescherlaw.com

TESCHER & SPALLINA, P.A.

WILL OF

SHIRLEY BERNSTEIN

I, SHIRLEY BERNSTEIN, of Palm Beach County, Florida, hereby revoke all my prior Wills and Codicils and make this Will. My spouse is SIMON L. BERNSTEIN ("***SIMON***"). My children are TED S. BERNSTEIN ("***TED***"), PAMELA B. SIMON, ELIOT BERNSTEIN, JILL IANTONI and LISA S. FRIEDSTEIN.

ARTICLE I. TANGIBLE PERSONAL PROPERTY

I give such items of my tangible personal property to such persons as I may designate in a separate written memorandum prepared for this purpose. I give to SIMON, if SIMON survives me, my personal effects, jewelry, collections, household furnishings and equipment, automobiles and all other non-business tangible personal property other than cash, not effectively disposed of by such memorandum, and if SIMON does not survive me, I give this property to my children who survive me, divided among them as they agree, or if they fail to agree, divided among them by my Personal Representatives in as nearly equal shares as practical, and if neither SIMON nor any child of mine survives me, this property shall pass with the residue of my estate.

ARTICLE II. RESIDENCES

I give to SIMON, if SIMON survives me, my entire interest in any real property used by us as a permanent or seasonal residence, subject to any mortgage or other lien. If SIMON does not survive me, such interest shall pass with the residue of my estate.

ARTICLE III. RESIDUE OF MY ESTATE

I give all the residue of my estate to the Trustee then serving under my revocable Trust Agreement dated today, as may be amended and restated from time to time (the "***Existing Trust***"), as Trustee without bond, but I do not exercise any powers of appointment held by me except as provided in the later paragraph titled "Death Costs." The residue shall be added to and become a part of the Existing Trust, and shall be held under the provisions of said Agreement in effect at my death, or if this is not permitted by applicable law or the Existing Trust is not then in existence, under the provisions of said Agreement as existing today. If necessary to give effect to this gift, but not otherwise, said Agreement as existing today is incorporated herein by reference.

Shirley Bernstein

TESCHER & SPALLINA, P.A.

ARTICLE IV. PERSONAL REPRESENTATIVES

1. **Appointment and Bond.** I appoint SIMON and TED, one at a time and successively in that order, as my Personal Representative (the "***fiduciary***"). Each fiduciary shall serve without bond and have all of the powers, privileges and immunities granted to my fiduciary by this Will or by law, provided, however, that my fiduciary shall exercise all powers in a fiduciary capacity.

2. **Powers of Personal Representatives.** My fiduciary may exercise its powers without court approval. No one dealing with my fiduciary need inquire into its authority or its application of property. My fiduciary shall have the following powers:

a. Investments. To sell or exchange at public or private sale and on credit or otherwise, with or without security, and to lease for any term or perpetually, any property, real and personal, at any time forming a part of my probate estate (the "***estate***"); to grant and exercise options to buy or sell; to invest or reinvest in real or personal property of every kind, description and location; and to receive and retain any such property whether originally a part of the estate, or subsequently acquired, even if a fiduciary is personally interested in such property, and without liability for any decline in the value thereof; all without limitation by any statutes or judicial decisions, whenever enacted or announced, regulating investments or requiring diversification of investments.

b. Distributions or Divisions. To distribute directly to any beneficiary who is then entitled to distribution under the Existing Trust; to make any division or distribution pro rata or non-pro rata, in cash or in kind; and to allocate undivided interests in property and dissimilar property (without regard to its tax basis) to different shares, and to make any distribution to a minor or any other incapacitated person directly to such person, to his or her legal representative, to any person responsible for or assuming his or her care, or in the case of a minor to an adult person or an eligible institution (including a fiduciary) selected by my fiduciary as custodian for such minor under the Uniform Transfers to Minors Act or similar provision of law. The receipt of such payee is a complete release to the fiduciary.

c. Management. To manage, develop, improve, partition or change the character of or abandon an asset or interest in property at any time; and to make ordinary and extraordinary repairs, replacements, alterations and improvements, structural or otherwise.

d. Borrowing. To borrow money from anyone on commercially reasonable terms, including a fiduciary, beneficiaries and other persons who may have a direct or indirect interest in the estate; and to mortgage, margin, encumber and pledge real and personal property of the estate as security for the payment thereof, without incurring any personal liability thereon and to do so for a term within or extending beyond the terms of the estate and to renew, modify or extend existing borrowing on similar or different terms and with the same or different security without incurring any personal liability; and such borrowing from my fiduciary may be with or without interest, and may be secured with a lien on the estate assets or any beneficiary's interest in said assets.

e. Lending. To extend, modify or waive the terms of any obligation, bond or mortgage at any time forming a part of the estate and to foreclose any such mortgage; accept a conveyance of encumbered property, and take title to the property securing it by deed in lieu of foreclosure or otherwise and to satisfy or not satisfy the indebtedness securing said property; to protect or redeem any such property from forfeiture for nonpayment of taxes or other lien; generally, to exercise as to such bond, obligation or mortgage all powers that an absolute owner might exercise; and to loan funds to beneficiaries at commercially reasonable rates, terms and conditions.

f. Abandonment of Property. To abandon any property or asset when it is valueless or so encumbered or in such condition that it is of no benefit to the estate. To abstain from the payment of taxes, liens, rents, assessments, or repairs on such property and/or permit such property to be lost by tax sale, foreclosure or other proceeding or by conveyance for nominal or no consideration to anyone including a charity or by escheat to a state; all without personal liability incurred therefor.

g. Real Property Matters. To subdivide, develop or partition real estate; to dedicate the same to public use; to make or obtain the location of any plats; to adjust boundaries; to adjust differences in valuations on exchange or partition by giving or receiving consideration; and, to grant easements with or without consideration as they may determine; and to demolish any building, structures, walls and improvements, or to erect new buildings, structures, walls and improvements and to insure against fire and other risks.

h. Claims. To enforce, compromise, adjust, arbitrate, release or otherwise settle or pay any claims or demands by or against the estate.

i. Business Entities. To deal with any business entity or enterprise even if a fiduciary is or may be a fiduciary of or own interests in said business entity or enterprise, whether operated in the form of a corporation, partnership, business trust, limited liability company, joint venture, sole proprietorship, or other form (all of which business entities and enterprises are referred to herein as "***Business Entities***"). I vest the fiduciary with the following powers and authority in regard to Business Entities:

i. To retain and continue to operate a Business Entity for such period as the fiduciary deems advisable;

ii. To control, direct and manage the Business Entities. In this connection, the fiduciary, in its sole discretion, shall determine the manner and extent of its active participation in the operation and may delegate all or any part of its power to supervise and operate to such person or persons as the fiduciary may select, including any associate, partner, officer or employee of the Business Entity;

iii. To hire and discharge officers and employees, fix their compensation and define their duties; and similarly to employ, compensate and discharge agents, attorneys, consultants, accountants, and such other representatives as the fiduciary may deem appropriate; including the right

to employ any beneficiary or fiduciary in any of the foregoing capacities;

iv. To invest funds in the Business Entities, to pledge other assets of the estate or a trust as security for loans made to the Business Entities, and to lend funds from my estate or a trust to the Business Entities;

v. To organize one or more Business Entities under the laws of this or any other state or country and to transfer thereto all or any part of the Business Entities or other property of my estate or a trust, and to receive in exchange such stocks, bonds, partnership and member interests, and such other securities or interests as the fiduciary may deem advisable;

vi. To treat Business Entities as separate from my estate or a trust. In a fiduciary's accounting to any beneficiary, the fiduciary shall only be required to report the earnings and condition of the Business Entities in accordance with standard business accounting practice;

vii. To retain in Business Entities such net earnings for working capital and other purposes of the Business Entities as the fiduciary may deem advisable in conformity with sound business practice;

viii. To sell or liquidate all or any part of the Business Entities at such time and price and upon such terms and conditions (including credit) as the fiduciary may determine. My fiduciary is specifically authorised and empowered to make such sale to any person, including any partner, officer, or employee of the Business Entities, a fiduciary, or to any beneficiary; and

ix. To guaranty the obligations of the Business Entities, or pledge assets of the estate or a trust to secure such a guaranty.

j. Life Insurance. With respect to any life insurance policies constituting an asset of the estate to pay premiums; to apply dividends in reduction of such premiums; to borrow against the cash values thereof; to convert such policies into other forms of insurance including paid-up insurance; to exercise any settlement options provided in any such policies; to receive the proceeds of any policy upon its maturity and to administer such proceeds as a part of the principal of the estate or trust; and in general, to exercise all other options, benefits, rights and privileges under such policies; provided, however, no fiduciary other than a sole fiduciary may exercise any incidents of ownership with respect to policies of insurance insuring the fiduciary's own life.

k. Reimbursement. To reimburse itself from the estate for all reasonable expenses incurred in the administration thereof.

l. Voting. To vote and give proxies, with power of substitution to vote, stocks, bonds and other securities, or not to vote a security.

m. Ancillary Administration. To appoint or nominate, and replace with or without

cause, any persons or corporations, including itself, as ancillary administrators to administer property in other jurisdictions, with the same powers, privileges and immunities as my fiduciary and without bond.

n. Tax Elections. To file tax returns, and to exercise all tax-related elections and options at their discretion, without compensating adjustments or reimbursements between any accounts or any beneficiaries.

3. **Survivorship.** A beneficiary is not deemed to survive me unless he or she survives me by five days.

4. **Death Costs.** My fiduciary shall pay (a) from the residuary estate my debts which are allowed as claims against my estate, (b) from the residuary estate my funeral expenses without regard to legal limitations, (c) from the residuary estate the expenses of administering my estate and (d) from the residuary estate other than the portion of the residuary estate qualifying for the marital deduction under the laws then in effect, without apportionment, all estate, inheritance and succession taxes (excluding generation-skipping taxes other than with respect to direct skips), and interest and penalties thereon, due because of my death and attributable to all property whether passing under this Will or otherwise and not required by the terms of the Existing Trust to be paid out of said trust. However, such taxes, penalties and interest payable out of my residuary estate shall not include taxes, penalties and interest attributable to (i) property over which I have a power of appointment granted to me by another person, (ii) qualified terminable interest property held in a trust of which I was the income beneficiary at the time of my death (other than qualified terminable interest property held in a trust for which an election was made under Code Section 2652(a)(3)), and (iii) life insurance proceeds on policies insuring my life which proceeds are not payable to my probate estate. My fiduciary shall not be reimbursed for any such payment from any person or property. However, my fiduciary in its discretion may direct that part or all of said death costs shall be paid by my Trustee as provided in the Existing Trust, and shall give such direction to the extent necessary so that the gifts made in Articles I and II of this Will and the gifts made in any codicil hereto shall not be reduced by said death costs.

5. **Reimbursement for Debts and Expenses**. My fiduciary shall promptly reimburse my friends and members of my family who have disbursed their own funds for the payment of any debts, funeral expenses or costs of administration of my estate.

6. **Expenses of Handling Tangible Personal Property**. All expenses incurred by my fiduciary during the settlement of my estate in appraising, storing, packing, shipping, delivering or insuring an article of tangible personal property passing under this Will shall be charged as an expense of administering my estate.

7. **Dealing with Estate**. Each fiduciary may act under this Will even if interested in my estate in an individual capacity, as a fiduciary of another estate or trust (including any trust identified in this Will or created under the Existing Trust) or in any other capacity. Each fiduciary may in good faith buy from, sell to, lend funds to or otherwise deal with my estate.

8. **Spouse**. The term "***spouse***" herein means, as to a designated individual, the person to whom that individual is from time to time married.

9. **Other Beneficiary Designations**. Except as otherwise explicitly and with particularity provided herein, (a) no provision of this Will shall revoke or modify any beneficiary designation of mine made by me and not revoked by me prior to my death under any individual retirement account, other retirement plan or account, or annuity or insurance contract, (b) I hereby reaffirm any such beneficiary designation such that any assets held in such account, plan, or contract shall pass in accordance with such designation, and (c) regardless of anything herein to the contrary, any of such assets which would otherwise pass pursuant to this Will due to the beneficiary designation not having met the requirements for a valid testamentary disposition under applicable law or otherwise shall be paid as a gift made hereunder to the persons and in the manner provided in such designation which is incorporated herein by this reference.

[remainder of page intentionally left blank]

I have published and signed this instrument as my Will at Boca Raton, Florida, on the 20 day of MAY, 2008.

SHIRLEY BERNSTEIN

This instrument, consisting of this page numbered 7 and the preceding typewritten pages, was signed, sealed, published and declared by the Testatrix to be the Testatrix's Will in our presence, and at the Testatrix's request and in the Testatrix's presence, and in the presence of each other, we have subscribed our names as witnesses at Boca Raton, Florida on this 20 day of MAY, 2008.

[Witness Signature] residing at 7357 Wisteria Ave
[Witness Address]
Parkland, FL 33076
[Witness Address]

[Witness Signature] residing at 23415 Boca Trace Dr
[Witness Address]
Boca Raton, FL 33433
[Witness Address]

State Of Florida

SS.

County Of Palm Beach

I, SHIRLEY BERNSTEIN, declare to the officer taking my acknowledgment of this instrument, and to the subscribing witnesses, that I signed this instrument as my will.

SHIRLEY BERNSTEIN, Testatrix

We, Robert L. Spallina and Diana Banks, have been sworn by the officer signing below, and declare to that officer on our oaths that the Testatrix declared the instrument to be the Testatrix's will and signed it in our presence and that we each signed the instrument as a witness in the presence of the Testatrix and of each other.

Witness

Witness

Acknowledged and subscribed before me, by the Testatrix, SHIRLEY BERNSTEIN, who is personally known to me or who has produced _____ (*state type of identification*) as identification, and sworn to and subscribed before me by the witnesses, Robert L. Spallina, who is personally known to me or who has produced _____ (*state type of identification*) as identification, and Diana Banks, who is personally known to me or who has produced _____ (*state type of identification*) as identification, and subscribed by me in the presence of SHIRLEY BERNSTEIN and the subscribing witnesses, all on this 20 day of May, 2008.

NOTARY PUBLIC-STATE OF FLORIDA
Kimberly Moran
Commission # DD766470
Expires: APR. 28, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

[Seal with Commission Expiration Date]

Kimberly Moran
Signature - Notary Public-State of Florida

Print, type or stamp name of Notary Public

F:\WPDATA\drt\Bernstein, Shirley & Simon\2008 Estate Planning\Will of Shirley Bernstein.wpd [08 15.36 41 5 19]

Estate of Simon Bernstein
Litigation Pleadings

11187.006

IN THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF SIMON BERNSTEIN, Deceased

CASE NO. 50 2012 CP 004391 IZ XXXX SB

Judge: MARTIN H. COLIN
Room #:
Telephone: 561-330-1750
Clerk's Office Tel.: 561-274-1588
(For **Ex Parte**, request file by **10:00 a.m.**)

DOD: **09/13/2012**
SS#: **371-32-5211**
Estate ID: **30-6329442**
Trust ID: **30-6329441**
www.15thcircuit.com/probate

FOR EX PARTE: Request file by 10:00 a.m. the day prior online at www.15thcircuit.com/probate

Our File No. **11187.006**

No.	Description	Filing Date
	Appoint New Personal Representatives, Investigate Forged and Fraudulent Documents Submitted to This Court and Other Interested Parties, Rescind Signature of Eliot Bernstein in Estate of Shirley Bernstein and More	
9.	Inventory	June 11, 2013
10.	Motion to: Consider In Ordinary Course the Emergency Petition to Freeze Estate Assets, Appoint New Personal Representatives, Investigate Forged and Fraudulent Documents Submitted to this Court and Other Interested Parties...	June 26, 2013
11.	Motion to Respond to the Petitions by the Respondents	July 15, 2013
12.	Motion to Remove Personal Representatives	July 24, 2013
13.	Notice of Motion for: Interim Distribution for Beneficiaries Necessary Living Expenses, Family Allowance, Legal Counsel Expenses to be Paid by Personal Representatives and Reimbursement to Beneficiaries School Trust Funds	August 28, 2013
14.	Notice of Emergency Motion to Freeze Estates of Simon Bernstein Due to Admitted and Acknowledged Notary Public Forgery, Fraud and More...	Sept. 4, 2013
15.	Order Denying Petitioner's Emergency Motion Filed September 4, 2013	Sept. 6, 2013
16.	Petition to Determine and Release Title of Exempt Property	October 10, 2013

IN THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF SIMON BERNSTEIN, Deceased

CASE NO. 50 2012 CP 004391 IZ XXXX SB

Judge: David French
Room #:
Telephone: 561-330-1750
Clerk's Office Tel.: 561-274-1588
For **Ex Parte**, request file at www.15thcircuit.com/probate **by 2:00 the day prior of UMC**

DOD: **09/13/2012**
SS#: **371-32-5211**
Estate ID: **30-6329442**
Trust ID: **30-6329441**

Our File No. **11187.006**

No.	Description	Filing Date
1.	Will of Simon Bernstein dtd. July 25, 2012	October 2, 2012
2.	Simon L. Bernstein Amended and Restated Trust Agreement dated July 25, 2012	
3.	Proof of Service of Emergency Petition to: Freeze Estate Assets, Appoint New Personal Representatives, Investigate Forged and Fraudulent Documents Submitted to this Court and Other Interested Parties, Rescind Signature of Eliot Bernstein in Estate of Shirley Bernstein and More	May 6, 2013
4.	Order Denying Proof of Service of Emergency Petition to: Freeze Estate Assets, Appoint New Personal Representatives, Investigate Forged and Fraudulent Documents Submitted to this Court and Other Interested Parties, Rescind Signature of Eliot Bernstein in Estate of Shirley Bernstein and More	May 8, 2013
5.	Amended Order Denying Proof of Service of Emergency Petition to: Freeze Estate Assets, Appoint New Personal Representatives, Investigate Forged and Fraudulent Documents Submitted to this Court and Other Interested Parties, Rescind Signature of Eliot Bernstein in Estate of Shirley Bernstein and More	May 8, 2013
6.	Proof of Service of Emergency Petition to: Freeze Estate Assets, Appoint New Personal Representatives, Investigate Forged and Fraudulent Documents Submitted to this Court and Other Interested Parties, Rescind Signature of Eliot Bernstein in Estate of Shirley Bernstein and More	May 14, 2013
7.	Renewed Emergency Petition to: Freeze Estate Assets, Appoint New Personal Representatives, Investigate Forged and Fraudulent Documents Submitted to this Court and Other Interested Parties, Rescind Signature of Eliot Bernstein in Estate of Shirley Bernstein and More	May 29, 2013
8.	Order Denying Renewed Emergency Petition to: Freeze Estate Assets,	May 30, 2013

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OCT 10 2013
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CLERK & COMPTROLLER
PALM BEACH COUNTY

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF	PROBATE DIVISION
SIMON L. BERNSTEIN	FILE NO. 502012CP004391XXXXSB
DECEASED	DIVISION: FRENCH

PETIONER

ELIOT BERNSTEIN

PRO SE

PETITION TO DETERMINE AND RELEASE TITLE OF EXEMPT PROPERTY

Petitioner, Eliot Ivan Bernstein alleges:

1. Petitioner, whose address is 2753 NW 34th Street, Boca Raton, FL 33434, is the son of the decedent who, on the date of death, was domiciled in Florida.
2. That Petitioner is the father of the minor who is entitled by law to the exempt property is:

   Joshua Bernstein, whose address is 2753 NW 34th Street, Boca Raton, FL 33434, and the grandson of Simon L. Bernstein, whose birthday is August 27, 1997 and is a minor.

3. This petition is filed within the time permitted by Section 732.402(6) of the Florida Probate Court.
4. Petitioner alleges the exempt property and the basis on which it is claimed to be exempt are as follows:

That on August 25, 2012, Simon Bernstein purchased, titled, insured and registered an automobile, in his name, from Delray Kia, 2255 S. Federal Hwy, in Delray Beach FL, for the benefit of his grandson, Joshua Bernstein and paid for the car, title and tags in full. The car is described as:

Silver, 2013 Kia Soul, VIN # KNDJT2A50D7497193, license plate # BGFC36

That on August 26, 2012, after Sunday Brunch together, Simon Bernstein, dressed the car in balloons, and gave the car to his grandson Joshua for his birthday as a surprise, of which, there are several witnesses, pictures and a birthday video. The car was then driven home to Joshua and Petitioner's place of residence and driven for the benefit of Joshua thereafter. This was the last time Joshua saw his grandfather alive and will always be a special memory in his heart forever.

That Simon's intentions were to transfer the title of ownership to Joshua when he received the car title via US Postal mail. That on September 13, 2012, Simon Bernstein passed away. Given the short time (2 weeks) in between the two events and the original title to the car not being received in the mail yet, on the date of Simon's death the car was still in his Simon's name and not transferred to Joshua.

Petitioner notified Robert Spallina, the alleged Personal Representative of the Estate of Simon Bernstein, the circumstances and was guaranteed the issue would be resolved.

That at midnight on December 2, 2012 the issue was still not resolved and the registration for the vehicle expired. Petitioner again contacted Robert Spallina and was informed that for no specified reason the postal mail belonging to Simon Bernstein was being forwarded to Joshua's uncle, Ted Bernstein at 880 Berkeley Street in Boca Raton, Florida and to contact him regarding the title and the expired registration notices that were sent in the mail. Immediately after Simon's death, Ted Bernstein took control and possession of all Simon Bernstein's mail, took control and possession of all Simon Bernstein's files, including personal and business related files, including those related to the purchase of the car and is tampering, suppressing and denying them the same. Ted Bernstein refuses to forward the above information to Petitioner after several requests and is in control, refusing to forward, tampering and suppressing the above information to the alleged Personal Representatives, Robert Spallina and Donald Tescher and their law firm Tescher & Spallina, P.A.

That as of this date, October 10, 2013, and beginning on December 2, 2012, the above mentioned gifted automobile has been sitting on the street at 2753 NW 34th Street, Boca Raton, Florida, unregistered, uninsured (at risk to the estate of the Simon Bernstein) and un-drivable by the rightful owner Joshua Bernstein against the wishes of his grandfather, the decedent, Simon Bernstein. That a sixteen year old boy, Joshua Bernstein, has to walk by his automobile every day and be remembered of his grandfather's special gift and those responsible for preventing him from having it, namely his uncle, Ted Bernstein, who ironically shares the same birthday as Joshua, and Robert Spallina and Donald Tescher.

That Robert Spallina, as Personal Representative and counsel for the estate, has refused to resolve this issue and continues to put the estate at risk and breach their fiduciary duties. Due to the Personal Representatives lack of duty and care and abuse of powers that allow Ted Bernstein control and tampering of Simon Bernstein's mail and documents and therefore aiding in suppression, tampering and mis-handling of original documents and titles is causing severe damages and injury to the beneficiaries of the decedent. This seems to be a conspired effort by Ted Bernstein and the Personal Representatives to interfere with the administration of the estate, create disputes among the beneficiaries, generate more legal fees, and cause harm to all involved as other documents are missing as well, including a Life Insurance Trust that is a beneficiary of a life insurance policy currently in litigation in the State of Illinois where Ted Bernstein is trying to convert the proceeds to himself against the insurers request to get a court order from this court. Other documents have been admittedly forged and fraudulent in the administration of the estate of Shirley Bernstein and Fraud on the Court before Hon Judge Martin H. Colin and continues by these same named fiduciary conspirators. From all these actions, Petitioner has lost all trust and faith and comes to this court to remedy these wrong-doings as no other option is available.

Petitioner prays that this Court can rectify the above matter and resolve this issue and demand the original car title be transferred to Joshua Bernstein so that the automobile can be properly titled, registered, insured and drivable by the rightful owner, Joshua Bernstein and stop the anguish and harm these actions are causing, again to a sixteen year old boy.

Petitioner requests that all current fiduciaries including but not limited to Personal Representatives, Estate Counsel and Trustees be removed for this willful, wanton, reckless, and gross negligent behavior and disregard of law by the alleged fiduciaries of the estate and estate counsel.

Petitioner requests that a court order be entered determining the persons entitled to the above-described property as exempt property under Section 732.402 of the Florida Probate Code and authorizing and directing the Personal Representatives to deliver and transfer the title of ownership.

Under penalties of perjury, I declare that I have read the foregoing, and the facts alleged are true, to the best of my knowledge and belief.

Signed on October 10, 2013

Petitioner

Eliot Bernstein

PRO SE

I CERTIFY that a copy hereof has been furnished to:

Ted Bernstein

Donald Tescher Co-Personal Representative of the Estate of Simon Bernstein

Robert Spallina, Co-Personal Representative of the Estate of Simon Bernstein

Robert Spallina c/o Tescher & Spallina, P.A. counsel for the Estate of Simon Bernstein

By _____, on October 10, 2013

[redacted]

TO REORDER CALL 954-846-9399

RECYCLED PAPER

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[redacted]

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY FLORIDA

IN RE THE ESTATE OF:
SIMON BERNSTEIN,

Deceased,
_____/

CASE NO.: 2012CP004391 IX

ELIOT IVAN BERNSTEIN, PRO SE,
Petitioner,

And

TESCHER & SPALLINA, P.A., (AND ALL PARTNERS, ASSOCIATES AND OF COUNSEL); ROBERT L. SPALLINA (BOTH PERSONALLY & PROFESSIONALLY); DONALD R. TESCHER (BOTH PERSONALLY & PROFESSIONALLY); THEODORE STUART BERNSTEIN (AS ALLEGED PERSONAL REPRESENTATIVE, TRUSTEE, SUCCESSOR TRUSTEE) (BOTH PERSONALLY AND PROFESSIONALLY); AND JOHN AND JANE DOE'S (1-5000)
Respondents,
_____/

ORDER DENYING PETITIONER'S EMERGENCY MOTION FILED SEPTEMBER 4, 2013

THIS CAUSE submitted to the Court on September 4, 2013, the Petitioner's Emergency Motion, filed September 4, and the Court having carefully considered said Motion and the Court file, finds:

The Court hereby determines only that the Motion is legally insufficient. Accordingly, it is

ORDERED AND ADJUDGED that the Motion is **DENIED**.

DONE AND ORDERED in Chambers this ____ day of September, 2013 at West Palm Beach, Palm Beach County, Florida.

SIGNED & DATED
SEP 06 2013

_____
DAVID F. FRENCH
CIRCUIT JUDGE

CIRCUIT JUDGE
DAVID F. FRENCH

cc:

Robert L. Spallina, Esq.
Tescher & Spallina, P.A.
Boca Village Corporate Center I
4855 Technology Way, Suite 720
Boca Raton, FL 33431

Donald Tescher, Esq.
Tescher & Spallina, P.A.
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Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, Florida 33487

Lisa Sue Friedstein
2142 Churchill Lane
Highland Park IL 60035

Jill Marla Iantoni
2101 Magnolia Lane
Highland Park, IL 60035

Pamela Beth Simon
950 North Michigan Avenue
Suite 2603
Chicago, IL 60611

Eliot Ivan Bernstein
2753 NW 34th St.
Boca Raton, FL 33434

Eliot I. Bernstein
2753 NW 34th St.
Boca Raton, FL 33434

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY FLORIDA

IN RE THE ESTATE OF:
SIMON BERNSTEIN,

Deceased,

_____/

ELIOT IVAN BERNSTEIN, PRO SE,
Petitioner,

And

TESCHER & SPALLINA, P.A., (AND ALL PARTNERS, ASSOCIATES AND OF COUNSEL); ROBERT L. SPALLINA (BOTH PERSONALLY & PROFESSIONALLY); DONALD R. TESCHER (BOTH PERSONALLY & PROFESSIONALLY); THEODORE STUART BERNSTEIN (AS ALLEGED PERSONAL REPRESENTATIVE, TRUSTEE, SUCCESSOR TRUSTEE) (BOTH PERSONALLY AND PROFESSIONALLY); AND JOHN AND JANE DOE'S (1-5000)
Respondents,

_____/

CASE NO.: 2012CP004391 IX

ORDER DENYING PETITIONER'S EMERGENCY MOTION FILED SEPTEMBER 4, 2013

THIS CAUSE submitted to the Court on September 4, 2013, the Petitioner's Emergency Motion, filed September 4, and the Court having carefully considered said Motion and the Court file, finds:

The Court hereby determines only that the Motion is legally insufficient. Accordingly, it is

ORDERED AND ADJUDGED that the Motion is **DENIED**.

DONE AND ORDERED in Chambers this ____ day of September, 2013 at West Palm Beach, Palm Beach County, Florida.

SIGNED & DATED
SEP 06 2013
CIRCUIT JUDGE
DAVID E. FRENCH

_____
DAVID FRENCH
CIRCUIT JUDGE

cc:

Robert L. Spallina, Esq.
Tescher & Spallina, P.A.
Boca Village Corporate Center I
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Boca Raton, FL 33431

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Eliot Ivan Bernstein
2753 NW 34th St.
Boca Raton, FL 33434

Eliot I. Bernstein
2753 NW 34th St.
Boca Raton, FL 33434

[redacted]

TO REORDER CALL 954-846-9399

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LEGAL OFFICE PRODUCTS & SUPPLIES ON ALL STATE LEGAL CONTRACTS SINCE 1977

[redacted]

IN THE CIRCUIT COURT OF THE FIFTEEN JUDICIAL CIRCUIT

IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: THE ESTATE OF	CASE NO. 502012CP004391XXXXSB
SIMON BERNSTEIN,	NOTICE OF MOTION
Deceased	JUDGE DAVID E. FRENCH

_____/

ELIOT IVAN BERNSTEIN, PRO SE

PETITIONER,

V.

TESCHER & SPALLINA, P.A., (AND ALL PARTNERS, ASSOCIATES AND OF COUNSEL); ROBERT L. SPALLINA (BOTH PERSONALLY & PROFESSIONALLY); DONALD R. TESCHER (BOTH PERSONALLY & PROFESSIONALLY); THEODORE STUART BERNSTEIN (AS ALLEGED PERSONAL REPRESENTATIVE, TRUSTEE, SUCCESSOR TRUSTEE) (BOTH PERSONALLY AND PROFESSIONALLY); AND JOHN AND JANE DOE'S (1-5000)

RESPONDENTS

_____/

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CLERK & COMPTROLLER
PALM BEACH COUNTY

NOTICE OF EMERGENCY MOTION TO FREEZE ESTATES OF SIMON BERNSTEIN DUE TO ADMITTED AND ACKNOWLEDGED NOTARY PUBLIC FORGERY, FRAUD AND MORE BY THE LAW FIRM OF TESCHER & SPALLINA, P.A., ROBERT SPALLINA AND DONALD TESCHER ACTING AS ALLEGED PERSONAL REPRESENTATIVES AND THEIR LEGAL ASSISTANT AND NOTARY PUBLIC, KIMBERLY MORAN: MOTION FOR INTERIM DISTRIBUTION DUE TO EXTORTION BY ALLEGED PERSONAL REPRESENTATIVES AND OTHERS; MOTION TO STRIKE THE MOTION OF SPALLINA TO REOPEN THE ESTATE OF

SHIRLEY; CONTINUED MOTION FOR REMOVAL OF ALLEGED PERSONAL REPRESENTATIVES AND ALLEGED SUCCESSOR TRUSTEE

PLEASE TAKE NOTICE that upon the accompanying affirmation; Pro Se Petitioner Eliot Ivan Bernstein will move this Court before the Honorable Judge David E. French, Circuit Judge, at the South County Courthouse, 200 West Atlantic Ave., Delray Beach, FL 33401, at a date and time to be determined by the Court, for an order to (i) **FREEZE ESTATES OF SIMON BERNSTEIN DUE TO ADMITTED AND ACKNOWLEDGED NOTARY PUBLIC FORGERY, FRAUD AND MORE BY THE LAW FIRM OF TESCHER & SPALLINA, P.A., ROBERT SPALLINA AND DONALD TESCHER ACTING AS ALLEGED PERSONAL REPRESENTATIVES AND THEIR LEGAL ASSISTANT AND NOTARY PUBLIC, KIMBERLY MORAN (ii) FOR INTERIM DISTRIBUTION DUE TO EXTORTION BY ALLEGED PERSONAL REPRESENTATIVES AND OTHERS (iii) TO STRIKE THE MOTION OF SPALLINA TO REOPEN THE ESTATE OF SHIRLEY and (iv) CONTINUED MOTION FOR REMOVAL OF ALLEGED PERSONAL REPRESENTATIVES AND ALLEGED SUCCESSOR TRUSTEE** and such other relief as the Court may find just and proper. That due to extraordinary circumstances defined herein that will cause an immediate lights out situation on Petitioner's family, including three minor children who are Beneficiaries of the estate, due to Admitted and Acknowledged Forgeries and Fraud by the alleged Personal Representatives and their Licensed Notary Public, Kimberly Moran ("Moran") submitted to the Florida Governor's Office Notary Public Investigations Division regarding documents of the estate filed with this Court, Petitioner requests this Court not wait for a hearing to be scheduled but instead act on its own motion immediately to stop these now **LIFE THREATENING EMERGENCIES** and to stop further crimes from being committed and order **EMERGENCY RELIEF AND PROTECTION** to the Beneficiaries to

curtail an attempted Extortion of Petitioner, as described herein. Note that the **ADMITTED FRAUD AND FORGERIES OF DOCUMENTS WAS SUBMITTED AS PART OF FRAUD ON THIS COURT DIRECTLY TO THIS COURT** and therefore these Admitted and Acknowledged Felony crimes detailed herein have been committed directly against this Court in addition to Petitioner, Beneficiaries and Interested Parties. This Court should therefore take immediate Judicial Notice of the facts contained herein, including but not limited to, Admitted and Acknowledged Forgeries and Fraud and take immediate corrective measures.

Dated: Palm Beach County, FL

September 04, 2013

Eliot I. Bernstein
2753 NW 34th St.
Boca Raton, FL 33434
(561) 245-8588

To:

Respondents sent US Mail, Fax and Email

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Interested Parties and Trustees for Beneficiaries

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lisa.friedstein@gmail.com

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IN THE CIRCUIT COURT OF THE FIFTEEN JUDICIAL CIRCUIT

IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF	CASE NO. 502012CP004391XXXXSB
SIMON BERNSTEIN,	PROBATE DIVISION
DECEASED	JUDGE DAVID E. FRENCH

ELIOT IVAN BERNSTEIN, PRO SE

AFFIRMATION

PETITIONER,

V.

TESCHER & SPALLINA, P.A., (AND ALL PARTNERS, ASSOCIATES AND OF COUNSEL); ROBERT L. SPALLINA (BOTH PERSONALLY & PROFESSIONALLY); DONALD R. TESCHER (BOTH PERSONALLY & PROFESSIONALLY); THEODORE STUART BERNSTEIN (AS ALLEGED PERSONAL REPRESENTATIVE, TRUSTEE, SUCCESSOR TRUSTEE) (BOTH PERSONALLY AND PROFESSIONALLY); AND JOHN AND JANE DOE'S (1-5000)

RESPONDENTS.

_____/

AFFIRMATION

I, Eliot Ivan Bernstein, make the following affirmation under penalties of perjury:

I, Eliot Ivan Bernstein, am the Pro Se Petitioner ("Petitioner") in the above entitled action, and respectfully move this Court to issue an order to, Freeze the Estate of both Simon Bernstein ("Simon") and Shirley Bernstein ("Shirley") due to **ADMITTED AND ACKNOWLEDGED**

CRIMINAL ACTS, INCLUDING BUT NOT LIMITED TO, FORGERY, NOTARY PUBLIC FRAUD, FRAUD ON THIS COURT, FRAUD ON THE BENEFICIARIES AND INTERESTED PARTIES AND INTERSTATE MAIL & WIRE FRAUD IN SHIRLEY'S ESTATE DOCUMENTS and such other relief as the Court may find just and proper. These Criminal Acts were committed in the estate by the Law Firm of Tescher & Spallina, P.A. ("TSPA"), Robert Spallina ("Spallina") and Donald Tescher ("Tescher") acting as alleged Personal Representatives, acting further as Employer to their Legal Assistant and Licensed Notary Public, Kimberly Moran ("Moran") and finally acting in collusion with Theodore Bernstein ("Ted"), all acting under alleged Fiduciary Powers illegally gained through alleged Fraud as evidenced herein.

The reasons why I am entitled to the relief I seek are the following, based on information and belief:

INTRODUCTION

1. That on May 6, 2013 Petitioner filed Docket #23 an "**EMERGENCY PETITION TO: FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SHIRLEY BERNSTEIN AND MORE**" ("Petition 1").

   i. www.iviewit.tv/20130506PetitionFreezeEstates.pdf 15th Judicial Florida Probate Court and

ii. www.iviewit.tv/20130512MotionRehearReopenObstruction.pdf US District Court Pages 156-582

2. That on May 29, 2013, Petitioner filed Docket #28 "**RENEWED EMERGENCY PETITION**" ("Petition 2")

   i. www.iviewit.tv/20130529RenewedEmergencyPetitionSimon.pdf

3. That on June 26, 2013, Docket #31 Petitioner filed a "**MOTION TO: CONSIDER IN ORDINARY COURSE THE EMERGENCY PETITION TO FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SHIRLEY BERNSTEIN AND MORE FILED BY PETITIONER**" ("Petition 3")

   i. www.iviewit.tv/20130626MotionReconsiderOrdinaryCourseSimon.pdf

4. That on July 15, 2013, Petitioner filed Docket #32 "**MOTION TO RESPOND TO THE PETITIONS BY THE RESPONDENTS**" ("Petition 4")

   i. www.iviewit.tv/20130714MotionRespondPetitionSimon.pdf

5. July 24, 2013 Docket #33 "**MOTION TO REMOVE PERSONAL REPRESENTATIVES**" for insurance fraud and more. ("Petition 5")

   i. www.iviewit.tv/20130724SimonMotionRemovePR.pdf

6. That on August 28, 2013, Petitioner filed Docket #TBD "**NOTICE OF MOTION FOR: INTERIM DISTRIBUTION FOR BENEFICIARIES NECESSARY LIVING EXPENSES, FAMILY ALLOWANCE, LEGAL COUNSEL EXPENSES TO BE PAID BY PERSONAL REPRESENTATIVES AND REIMBURSEMENT TO BENEFICIARIES SCHOOL TRUST FUNDS**" ("Petition 6")

   i. www.iviewit.tv/20130828MotionFamilyAllowanceShirley.pdf

MOTION TO FREEZE ESTATES OF SHIRLEY BERNSTEIN DUE TO ADMITTED AND ACKNOWLEDGED NOTARY PUBLIC FRAUD BY THE LAW FIRM OF TESCHER & SPALLINA, P.A., ROBERT SPALLINA AND DONALD TESCHER ACTING AS ALLEGED PERSONAL REPRESENTATIVES AND THEIR LEGAL ASSISTANT AND NOTARY PUBLIC, KIMBERLY MORAN

7. That in the aforesaid Petitions 1-6, Petitioner prayed to this Court already to Freeze the Estates of both Simon and Shirley on various grounds of alleged criminal activity claimed in Petitions 1-6. Petitioner requests this Court to consider allegations stated in those Petitions as part of this Motion and now reconsider them in light of the newly **ADMITTED AND ACKNOWLEDGED CRIMINAL ACTS, INCLUDING BUT NOT LIMITED TO, FORGERY[1], NOTARY PUBLIC FRAUD[2], FRAUD ON THIS COURT[3], FRAUD ON**

[1] 831.02 Uttering forged instruments.—Whoever utters and publishes as true a false, forged or altered record, deed, instrument or other writing mentioned in s. 831.01 knowing the same to be false, altered, forged or counterfeited, with intent to injure or defraud any person, shall be guilty of a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.
History.—s. 2, ch. 1637, 1868; RS 2480; GS 3360; RGS 5208; CGL 7326; s. 2, ch. 59-31; s. 2, ch. 61-98; s. 960, ch. 71-136.

[2] 117.105 False or fraudulent acknowledgments; penalty.-A notary public who falsely or fraudulently takes an acknowledgment of an instrument as a notary public or who falsely or fraudulently makes a certificate as a notary public or who falsely takes or receives an acknowledgment of the signature on a written instrument is guilty of a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

[3] "Fraud on the Court as a Basis for Dismissal with Prejudice or Default: An Old Remedy Has New Teeth"

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13

IN THE CIRCUIT COURT OF THE FIFTEEN JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF
SIMON BERNSTEIN,
DECEASED

CASE NO. 2012CP004391 IX
PROBATE DIVISION

JUDGE DAVID E. FRENCH

ELIOT IVAN BERNSTEIN, PRO SE
PETITIONER,

NOTICE OF MOTION

V.

TESCHER & SPALLINA, P.A., (AND ALL PARTNERS, ASSOCIATES AND OF COUNSEL), ROBERT L. SPALLINA (BOTH PERSONALLY & PROFESSIONALLY), DONALD R. TESCHER (BOTH PERSONALLY & PROFESSIONALLY), THEODORE STUART BERNSTEIN, AS PERSONAL REPRESENTATIVES ET AL., TRUSTEES, SUCCESSOR TRUSTEES AND ESTATE COUNSEL AND JOHN AND JANE DOES,

RESPONDENTS.
_____/

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CLERK & COMPTROLLER
PALM BEACH COUNTY

NOTICE OF MOTION FOR: INTERIM DISTRIBUTION FOR BENEFICIARIES NECESSARY LIVING EXPENSES, FAMILY ALLOWANCE, LEGAL COUNSEL EXPENSES TO BE PAID BY PERSONAL REPRESENTATIVES AND REIMBURSEMENT TO BENEFICIARIES SCHOOL TRUST FUNDS

PLEASE TAKE NOTICE that upon the accompanying affirmation; Pro Se Petitioner Eliot Ivan Bernstein will move this Court before the Honorable Judge David E. French, Circuit Judge, at the South County Courthouse, 200 West Atlantic Ave., Delray Beach, FL 33401, at a date and time to be determined by the Court, for an order for:

i. Family Allowance;

IN THE CIRCUIT COURT OF THE FIFTEEN JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF
SIMON BERNSTEIN,
DECEASED

CASE NO. 2012CP004391 IX
PROBATE DIVISION

JUDGE DAVID E. FRENCH

ELIOT IVAN BERNSTEIN, PRO SE
PETITIONER,

NOTICE OF MOTION

V.

TESCHER & SPALLINA, P.A., (AND ALL PARTNERS, ASSOCIATES AND OF COUNSEL), ROBERT L. SPALLINA (BOTH PERSONALLY & PROFESSIONALLY), DONALD R. TESCHER (BOTH PERSONALLY & PROFESSIONALLY), THEODORE STUART BERNSTEIN, AS PERSONAL REPRESENTATIVES ET AL., TRUSTEES, SUCCESSOR TRUSTEES AND ESTATE COUNSEL AND JOHN AND JANE DOES,

RESPONDENTS.
_____/

NOTICE OF MOTION FOR: INTERIM DISTRIBUTION FOR BENEFICIARIES NECESSARY LIVING EXPENSES, FAMILY ALLOWANCE, LEGAL COUNSEL EXPENSES TO BE PAID BY PERSONAL REPRESENTATIVES AND REIMBURSEMENT TO BENEFICIARIES SCHOOL TRUST FUNDS

PLEASE TAKE NOTICE that upon the accompanying affirmation; Pro Se Petitioner Eliot Ivan Bernstein will move this Court before the Honorable Judge David E. French, Circuit Judge, at the South County Courthouse, 200 West Atlantic Ave., Delray Beach, FL 33401, at a date and time to be determined by the Court, for an order for:

i. Family Allowance;

Wednesday, August 28, 2013

ii. Interim Distributions for Beneficiaries immediate needs of School Tuition and Living Expenses;

iii. Legal Counsel Expenses to be paid by Spallina & Tescher, Robert Spallina and Donald Tescher (collectively herein the "Personal Representatives"), as all of these needs are a result of their misconduct and violations of law;

iv. Reimbursement of the beneficiaries school trust funds due to depletion of these funds caused by further fraud by the Personal Representatives; and

v. Such other relief as the Court may find just and proper.

Dated: Palm Beach County, FL

August 1st, 2013

X

Eliot I. Bernstein
2753 NW 34th St.
Boca Raton, FL 33434
(561) 245-8588

To:

Respondents sent ~~US Mail, Fax and~~ Email

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Tescher & Spallina, P.A.
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Theodore Stuart Bernstein
Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, Florida 33487
tbernstein@lifeinsuranceconcepts.com

Interested Parties and Trustees for Beneficiaries

Lisa Sue Friedstein
2142 Churchill Lane
Highland Park IL 60035
Lisa@friedsteins.com

Jill Marla Iantoni
2101 Magnolia Lane
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jilliantoni@gmail.com

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Eliot Ivan Bernstein
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[redacted]

TO REORDER CALL 954-846-9399

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IN THE CIRCUIT COURT OF THE FIFTEEN JUDICIAL CIRCUIT

IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF	CASE NO. 2012CP004391 IX
SIMON BERNSTEIN,	PROBATE DIVISION
DECEASED	JUDGE DAVID E. FRENCH

ELIOT IVAN BERNSTEIN, PRO SE

PETITIONER,

V.

TESCHER & SPALLINA, P.A., (AND ALL PARTNERS, ASSOCIATES AND OF COUNSEL), ROBERT L. SPALLINA (BOTH PERSONALLY & PROFESSIONALLY), DONALD R. TESCHER (BOTH PERSONALLY & PROFESSIONALLY), THEODORE STUART BERNSTEIN, AS PERSONAL REPRESENTATIVES ET AL., TRUSTEES, SUCCESSOR TRUSTEES AND ESTATE COUNSEL AND JOHN AND JANE DOES,

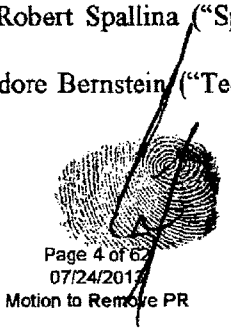
RESPONDENTS.

_____/

MOTION TO REMOVE PERSONAL REPRESENTATIVES

I, Eliot Ivan Bernstein, make the following affirmation under penalties of perjury:

I, Eliot Ivan Bernstein, am the Pro Se Petitioner in the above entitled action, and respectfully move this Court to issue an order to remove the Personal Representatives, Tescher & Spallina P.A., Donald Tescher ("Tescher") & Robert Spallina ("Spallina"), collectively herein as the ("Personal Representatives") and Theodore Bernstein ("Ted") as purported Trustee, Successor



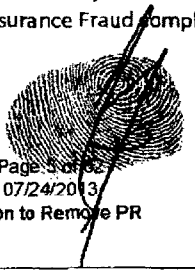
Trustee, Personal Representative and any other fiduciary capacities they claim to have in the estates of Simon Bernstein ("Simon") and Shirley Bernstein ("Shirley"). Further, this Court should have them all immediately deliver all Estates assets, records, documents, accountings, inventories, papers, and other property of or concerning the Simon and Shirley Estates in the removed Personal Representatives, Trustees, Successor Trustees possession or control to the next Personal Representative or Successor Fiduciary and this Court. That this Court then turn all *relevant original documents over to the appropriate state and federal authorities* for further investigation of alleged Forgery and Fraud[1] and now Insurance Fraud (as defined herein) and for such other relief as the Court may find just and proper.

The reasons why I am entitled to the relief I seek are the following:

I. INTRODUCTION:

1. That due to, including but not limited to, all of the following reasons, Breach of Trust and Fiduciary Responsibilities, Conflict of Interests, Self-Dealings, Violating Court Orders, Committing Crimes including Forgery, Fraud, Insurance Fraud, Mishandling of Estate Assets, Failing to Provide Accounting to Beneficiaries and this Court, Hiding Assets, Not Handling Duties in Proper Legal Matters which have resulted in Financial Losses to the Estate and Concealing Financial Information from Beneficiaries and Interested Parties as fully described in the May 06, 2013 Petition filed by Petitioner and additionally herein, the *Personal Representatives and other acting Fiduciaries should immediately be removed and* sanctioned by this Court.

[1] Formal Criminal Complaints have been filed with the Florida Governor Notary Public Division and the Palm Beach County Sheriff's Office. The Palm Beach County Sheriff claimed jurisdiction since the Forged and Fraudulent documents were submitted to this Court directly in the Del Ray Beach courthouse as part of a Fraud on the Court and the Beneficiaries. Petitioner will also be filing Insurance Fraud complaints based on the evidence presented herein.



2. That on May 6, 2013 Petitioner filed an **EMERGENCY PETITION TO: FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SHIRLEY BERNSTEIN AND MORE** ("Petition") to appoint new personal representatives, investigate Forged and Fraudulent documents submitted to the Court by the Personal Representative to the Beneficiaries and other Interested Parties and to rescind the signature of Eliot Bernstein on documents that are alleged Forged and part of a larger series of Frauds against the Estates of Shirley and Simon.

3. That in the aforesaid Petition, Petitioner prayed to this Court already to remove the Personal Representatives on multiple legal grounds stated in said Petition. In addition to the grounds stated in the Petition known at that time, the Petitioner has recently found new grounds and evidence to immediately remove the purported Personal Representatives and any purported Trustees to preserve assets and reduce the chance for further criminal acts to take place.

II. NEW EVIDENCE OF FIDUCIARY BREACHES AND ALLEGED CRIMINAL ACTS BY PURPORTED PERSONAL REPRESENTATIVES AND SUCCESSOR TRUSTEES:

A. Insurance Fraud and More

4. That without notice and knowledge of Petitioner and other Beneficiaries, Simon's son Ted, claims to be the "Trustee" of a lost trust, **The Simon Bernstein Irrevocable Insurance Trust Dtd 6/21/95** ("Simon Trust") and filed a lawsuit in such presumed fiduciary capacity, Case No. 13 cv 3643 in the United States District Court for the Northern District of Illinois

Eastern Division, against Heritage Union Life Insurance Company ("Heritage"), in efforts to claim the benefits of Simon L. Bernstein's Insurance Policy No. 1009208 ("Policy"). Simon Bernstein's daughter, Pamela Simon ("Pam") and her husband David Simon ("David") and his brother Adam Simon ("Adam") through the Simon Law Firm ("SLF"), believed to be Adam and David Simon's firm, worked with Ted and Spallina to attempt to get the life insurance benefits of the Policy paid to a post mortem trust they created and named themselves as partial beneficiaries by claiming the Simon Trust was lost and the new trust and new beneficiaries would replace the unknown ones. The Simon Trust that Tescher & Spallina, Spallina, Tescher, Ted and Pam were responsible for keeping, Tescher & Spallina who did the estate planning work concerning the Policy and Ted and Pam because they too had possession of the Simon Trust, as the Bernstein family insurance agency sold the Policy and administered trusts concerning the Policy and now suddenly everyone claims it to be missing. Petitioner instead alleges that Spallina & Tescher, Ted and Pam have **suppressed** said Simon Trust because Ted and Pam are excluded as beneficiaries of the Policy, as they were wholly excluded from the estates of Simon and Shirley. The Personal Representatives have worked exclusively with Ted and Pam who are both wholly excluded from benefits of the Estates and have completely shut out all of the true Beneficiaries and Interested from ALL administration, information and assets of the Simon and Shirley estates for over two years in the Shirley Estate and eleven months in the Simon estate.

5. That since claiming the Simon Trust is "lost/suppressed" they are demanding in their lawsuit that Heritage pay the benefits to a newly created post mortem trust that Tescher & Spallina, Spallina, David, Pam and Ted created and whereby they are electing new beneficiaries after Simon has passed, yes, a post mortem trust designating new beneficiaries.

That the insurance carrier has rejected their claim, stating they cannot prove the assertions made as to whom the beneficiaries are claimed to be. Whereby Ted claims in the lawsuit to be the "purported" Trustee of the missing Simon Trust but cannot prove such claim causing the carrier to counter sue and not pay the claim until a court decides. Ted is misusing his "alleged" legal powers in the estate of Shirley, as already described in the Petition with this Court and now Ted makes efforts to assume fiduciary powers in handling assets of Simon's estate in an attempt to obtain all the benefits of the Heritage Policy by deceiving Beneficiaries, attempting to deceive an insurance company and now perpetrating a Fraud on not only this Court but the US District Court in Illinois.

6. That Tescher & Spallina, Spallina, SLF, Pam, David, Adam and Ted have filed this lawsuit without proper notice to all of the potential beneficiaries of their US District Court lawsuit. Both SLF and Ted have conflicts of interest in acting in any legal capacities in the lawsuit, since Ted would be getting benefits directly to himself while acting as the "purported" Trustee of the missing Simon Trust and Pam would get benefits directly to her from the efforts of her husband's law firm SLF's efforts if they are successful. Neither Ted nor Pam *would gain any benefits of the Policy without their attempted scheme. If the Policy benefits* were paid to the Estate due to the missing/suppressed named Beneficiary, the Simon Trust and then tendered to this Probate Court, the benefits would be paid to either three of five of Simon and Shirley's children (Eliot Bernstein, Jill "Bernstein" Iantoni and Lisa "Bernstein" Friedstein) or to Simon and Shirley's ten grandchildren in equal shares, the Beneficiaries will be determined by this Court's ruling on if the Forged and Fraudulent documents exhibited in the Petition stand or fail. In either scenario, NO benefits would go to Ted and Pam, only their adult children and only if the near deathbed Forged and Fraudulent

documents created weeks before Simon passed prevail in this Court. It should be noted again that without the Forged and Fraudulent documents submitted to this Court, Tescher & Spallina, Spallina, Tescher and Ted would have NO legal capacities to act as Personal Representatives or otherwise over any estate assets and Ted and Pam and their children would be wholly excluded from the estates of Simon and Shirley. The legal course in the event of a missing Beneficiary(ies) appears to be that the death benefits of the Policy would *flow to this Court as part of the probate estate to be divided amongst the estate* Beneficiaries.

7. That the problem created is that the Simon Trust that is claimed to be lost by Tescher & Spallina, Spallina, Ted, Pam and David, is now the plaintiff in the US District Court lawsuit and where it seems impossible that the plaintiff suing the carrier could be a missing/suppressed Simon Trust, as apparently there is no such Simon Trust existing, as they themselves claim. Since the Simon Trust is lost/suppressed, Ted in his unfounded suit claims to be Trustee of the lost/suppressed Simon Trust based on his self-professed claim that he recalls seeing it once upon a time and remembers he was the Trustee. Petitioner claims since Pam, Ted and David were involved in the creation, implementation and control of the Simon Trust at various times, in capacities with Fiduciary Responsibilities and Liabilities, they have chosen instead to **suppress** the documents and thereby hide the true and proper Beneficiaries from the insurance carriers and the Beneficiaries since allegedly they were wholly excluded from the policy, as they were wholly excluded from any interests in the estates of Simon and Shirley.

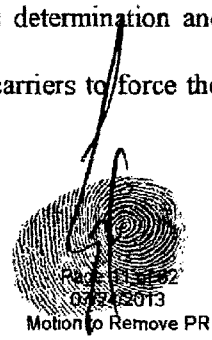
8. That Ted, Pam, David and Adam all are in the life insurance business, are life insurance agents and inherited ALREADY in part the Simon insurance businesses, agencies that wrote

the Simon Trust and issued the policy and administered the VEBA Trust that controlled the Policy and know this lawsuit is an unprecedented attempt to convert Policy proceeds to a purported Trustee of a missing/suppressed Simon Trust that is being replaced by a post mortem trust **created after Simon's death and designating new beneficiaries** to receive the benefits that now includes them as direct beneficiaries and trustees. The attempt to deceive the insurance carrier via Ted acting as a self-purported "Trustee" of the missing Simon Trust, attempts also to have the Policy proceeds circumvent this Court and the Beneficiaries of the Simon Trust and get the Policy benefits paid to the new post mortem trust whose beneficiaries are presumably Ted, Pam, Eliot, Lisa and Jill, instead of the Estates Beneficiaries of either Eliot, Jill and Lisa or the ten grandchildren. The newly created trust is presumably the same trust that was exhibited in the Petition, as part of a proposed Settlement and Mutual Agreement between the estate Beneficiaries that would have created this post mortem trust to pay new Beneficiaries. In the Petition (Pages 34-41 under Section VII. INSURANCE PROCEED DISTRIBUTION SCHEME) the proposed settlement agreement that creates a new trust is contained in the Petition on Pages 173-179 "Settlement Agreement and Mutual Release ("SAMR"), see Exhibit 7 [of the Petition] - Settlement Agreement and Mutual Release, drafted on or about December 06, 2012 by an unknown Attorney at Law or Law Firm, as no law firm markings are again on the pages.") The new trust that was to be created if the SAMR was signed is termed hereinafter as the ("SAMR Trust") and would be the first of its kind post mortem insurance trust created. That the SAMR was never signed by Petitioner and without knowledge of any of the other Beneficiaries and Petitioner rejected such SAMR and SAMR Trust as a scheme that constituted Insurance Fraud and more and therefore refused to sign the SAMR. In the

Petition the SAMR is alleged to be an attempt by Ted and Pam to redirect the Policy proceeds from their very own adult children to themselves, as they were excluded if it flowed through the estate and all of these acts were aided by the purported Personal Representatives.

9. That upon the first attempt to have the benefits paid without proper proof of beneficial interests, Reassure America Life Insurance Company informed Tescher & Spallina P.A. (who originally created the SAMR and SAMR Trust), Robert Spallina, Ted, Pam and David to get **a court order** from this Court stating whom to release the funds to, after determining who the true and proper Beneficiaries were, as the **Simon Trust** was declared missing from the estate of Simon. Petitioner herewith produces the said letter dated January 08, 2013 from Reassure America Life Insurance Company Letter, as **Exhibit 1**. The attempt to release the funds to their proposed post mortem SAMR Trust scheme due to **their** losing the *Simon Trust that was the named beneficiary, is all a result of Tescher & Spallina P.A.*, Tescher and Spallina failing to legally document the beneficiaries of the Policy, then losing/suppressing the missing Simon Trust while they were the Estates lawyers and is more fully defined already in the Petition filed with this Court.

10. That instead of seeking this Court's determination of the beneficiaries by order as demanded by the carrier, and knowing that Petitioner refused to sign the SAMR, Ted and Pam with the aid initially of Tescher & Spallina P.A., Spallina and Tescher and then later in the US District Court with Adam Simon, Esq., replacing Tescher & Spallina P.A., they attempted an end around of this Court, its determination and the estate Beneficiaries, by filing an undisclosed lawsuit against the carriers to force them to pay the SAMR Trust. First they



first filed the lawsuit with a Cook County, Illinois state court and then re-filed said suit with the Federal US District Court Northern Illinois.

11. That Petitioner was only notified of this new lawsuit to convert the death benefits through this scheme when he received a summons regarding this lawsuit from the Attorney at Law for Jackson National Life Insurance Company ("JNL"), successor in interest to Heritage, and where Petitioner was added as a Counter Defendant in the Counter Complaint[2] filed by the carrier. Petitioner herewith produces JACKSON'S (1) ANSWER TO COMPLAINT AND (2) COUNTERCLAIM AND THIRD-PARTY COMPLAINT FOR INTERPLEADER, as **Exhibit 2**. Many interesting facts are presented in the Answer and Counter Complaint *filed by JNL that support Petitioner's claims of foul play, including* but not limited to,

    i. JNL counter sues Ted and defines him using the following language "TED BERNSTEIN, individually **and as purported Trustee** of the Simon Bernstein Irrevocable Insurance Trust Dtd. 6121/95." It is evident that Ted has not proven his capacity to act as Trustee of the missing Simon Trust to the carrier either and is claimed instead to be a "purported Trustee."

    ii. The suit claims "Heritage has breached its obligations under the Policy by refusing and failing to pay the Policy's death benefits to the Bernstein Trust as beneficiary of the Policy despite Heritage's receipt of due proof of the Insured's death."

[2] Docket Entries from US District Court Northern District of Illinois

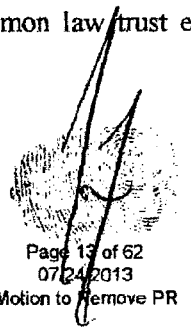
06/26/2013 18 NOTICE by Heritage Union Life Insurance Company re answer to complaint, third party complaint, counterclaim, (Marks, Alexander) (Entered: 06/26/2013)
06/26/2013 17 SUMMONS Issued as to Third Party Defendants Bank of America, Eliot Bernstein, Ted Bernstein, First Arlington National Bank, Simon Bernstein Trust, N.A., United Bank of Illinois (ym,) (Entered: 06/26/2013)

"ANSWER: Jackson lacks sufficient information and knowledge to form a belief as to the true beneficiary of the Policy, resulting in it tendering the death benefit funds to the Court and fling its interpleader counterclaim and third-party complaint, and thus it denies the allegation of this paragraph."

iii. JNL states, "Jackson admits it, as a successor to Heritage, is obligated to pay the death benefits to the beneficiary(ies) of the Policy, but denies that the remainder of paragraph 13 accurately and fully states the obligations of a beneficiary in submitting a claim under the Policy" clearly showing that there is no legal validity to the claimed beneficiaries assertion and that the beneficial interests were not proven based on the claim filed.

iv. JNL states, "Ted S. Bernstein is a resident and citizen of Florida. **He is alleged** in the underlying suit to be the "trustee" of the Bernstein Trust. Ted Bernstein is further, individually, upon information and belief a beneficiary of the Bernstein Trust (as Simon Bernstein's son)."

v. JNL states in Paragraph 9 of the counter complaint, "The 'Simon Bernstein Trust' is, upon information and belief, the Bernstein Trust listed in paragraph 3, above, and was a named contingent beneficiary of the Policy. **However, based on the variance in title, to the extent it is a separate trust from the Bernstein Trust referenced above, it is named separately**." Paragraph 3 states, "The Simon Bernstein Irrevocable Insurance Trust Dtd 6/21/95 (the Bernstein Trust") is alleged in the underlying suit to be a "common law trust established in Chicago, Illinois by the



settlor, Simon L. Bernstein, and was formed pursuant to the laws of the state of Illinois."

This Court should note that this variance in the titles of the trust(s) is alleged herein **not to be** the same trust but that through a crafty name game appears similar but instead is two separate trusts with confusingly similar names. Petitioner states the "Bernstein Trust" referenced and listed in Paragraph 3 is the missing/suppressed "Simon Bernstein Irrevocable Insurance Trust Dtd 6/21/95" and that the "Simon Bernstein Trust" is the **POST MORTEM CREATED** SAMR Trust that is being substituted for the Simon Trust, with a similar name as the missing Simon Trust, so as to confuse the carrier, which obviously according to the carrier, as evidenced further herein, such efforts have worked in confusing them enough to deny the claim and counter sue. Again, the SAMR Trust is believed to be a post mortem trust created by Tescher & Spallina P.A., Robert Spallina, Donald Tescher, Ted, Pam, David and Adam with no legal standing to make a claim to the proceeds of the Policy as it is legally invalid, as it was created after the Policy owner's death. The fact that this "Simon Bernstein Trust" is claimed to have been a "contingent beneficiary" elected by Simon in the Policy would appear impossible if the "Simon Bernstein Trust" aka SAMR Trust was not created until after Simon had died. Dead men do not assign new contingent beneficiaries, yet we also find in the estates of Simon and Shirley that the same dead man also notarizes and signs documents months after being deceased that make major near changes to long established estate plans, while under extreme physical and emotional duress and then present them to this Court, as exhibited

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already in the Petition[3]. This Simon Bernstein Trust aka SAMR Trust scheme may represent Insurance Fraud and more.

vi. JNL states on Page 8 Paragraph 18 of the Answer and Counter Complaint, "Subsequent to the Insured's death, Ted Bernstein, through his Florida counsel **(who later claimed Bernstein did not have authority to file the instant suit in Illinois on behalf of the Bernstein Trust and withdrew representation),** submitted a claim to Heritage seeking payment of the Death Benefit Proceeds, **purportedly as the trustee** of the Bernstein Trust. Ted Bernstein claimed that the Lexington Trust was voluntarily dissolved in 1998, **leaving the Bernstein Trust as the purported sole surviving Policy beneficiary** at the time of the Decedent's death."

That Petitioner is flabbergasted by this claim that Ted was advised by counsel, presumably Tescher & Spallina P.A., Tescher and Spallina acting as Personal Representatives who concocted this scheme originally, whom suddenly withdrew as counsel in the lawsuit and had ADVISED Ted that he did not have authority or basis to file this suit and yet Ted, David, Pam, SLF and Adam then pursued the Federal lawsuit, despite Estate Counsel/Personal Representatives advice?

This brings up several fascinating questions, such as why is the estate counsel again legally advising Ted as if he were his personal counsel while retained by the estate as counsel and purported Personal Representative? Then the question becomes if estate

[3] Petition Pages 44-47 Section, "IX. FORGED AND FRAUDULENT DOCUMENTS FILED IN THE EST ATE OF SHIRLEY IN THIS COURT BY TESCHER AND SPALLINA CONSTITUTING A FRAUD ON THIS COURT AND THE BENEFICIARIES AND MORE" and In the Petition Pages47-48 Section, "X. INCOMPLETE NOTARIZATION IN THE ALLEGED 2012 AMENDED TRUST OF SIMON AND MORE" and in the Petition Pages 48-49 "XI. INCOMPLETE NOTARIZATION IN THE 2012 WILL OF SIMON AND MORE."

counsel and Personal Representatives Tescher & Spallina P.A., Tescher and Spallina were aware that this lawsuit was being filed on an assets of the Estate, why have they not filed a response on behalf of the Beneficiaries of the estate to protect their interests??? The conflicting relationship between Tescher, Spallina and Ted has already been exposed in the Petition already filed with this Court, Pages 88-94, Section "XIX. CONFLICTS OF INTEREST BY PERSONAL REPRESENTATIVES, ESTATE COUNSEL AND TRUSTEES DISCOVERED" and this adds additional circumstantial evidence of a special relationship that exists between Ted and Tescher & Spallina P.A., Tescher and Spallina, whereby they are acting in alleged criminal conspiracy in all of the alleged crimes taking place.

vii. JNL states, "However, Ted Bernstein could not locate (nor could anyone else) a copy of the Bernstein Trust. Accordingly, on January 8, 2013, Reassure, successor to Heritage, responded to Ted Bernstein's counsel [Tescher & Spallina P.A.] stating: In as much as the above policy provides a large death benefit in excess of $1.6 million dollars and the fact that the trust document cannot be located, we respectfully request a court order to enable us to process this claim." That on the first FAILED attempt to convert the benefits through this type of scheme, Tescher & Spallina P.A., Tescher, Spallina, Ted and Pam proposed the SAMR scheme for the Beneficiaries to sign and then they stated they would file the SAMR Trust with this Court for approval and an order to then take to the carrier. Petitioner and Petitioner's children counsel refused to sign the SAMR without first having a copy of the Policy, a copy of the trusts involved, a copy of all loans against the policies and more, yet Petitioner and Petitioner's children counsel were both refused these documents by Tescher & Spallina, Tescher,

Spallina, Pam, Ted and Heritage despite repeated requests, therefore Petitioner never executed a signature on the SAMR and believed the issue was dropped.

viii. JNL further states, "Presently, the Bernstein Trust still has not been located. Accordingly, **Jackson is not aware whether the Bernstein Trust even exists**, and if it does whether its title is the 'Simon Bernstein Insurance Trust dated 6/21/1995, Trust,' as captioned herein, or the 'Simon Bernstein Trust, N.A.', as listed as the Policy's contingent beneficiary (or otherwise), **and/or if Ted Bernstein is in fact its trustee.** In conjunction, **Jackson has received conflicting claims as to whether Ted Bernstein had authority to file the instant suit on behalf of the Bernstein Trust.**"

ix. JNL states, "In addition, it is not known whether "LaSalle National Trust, N.A. was intended to be named as the primary beneficiary in the role of a trustee (of the Lexington and/or Bernstein Trust), or otherwise. **Jackson also has no evidence of the exact status of the Lexington Trust, which was allegedly dissolved.**

x. JNL states, "Due to: (a) the inability of any party to locate the Bernstein Trust and uncertainty associated thereunder; (b) the uncertainty surrounding the existence and status of 'LaSalle National Trust, N.A.' (the primary beneficiary under the Policy) and the Lexington Trust; and (c) the potential conflicting claims under the Policy, Jackson is presently unable to discharge its admitted liability under the Policy."

xi. JNL states, "Justice and equity dictate that Jackson should not be subjected to disputes between the defendant parties and competing claims **when it has received a non-substantiated claim for entitlement to the Death Benefit Proceeds by a trust that has yet to be located, nor a copy of which produced.**" Here we see that as they

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were unable to produce satisfactory evidence to Petitioner and Petitioner's children counsel showing a clear path to the beneficial interest, they too could not prove their claims to the carrier to claim the benefits.

12. That only after receiving said lawsuit from JNL was Petitioner informed about the case filed by Tescher & Spallina, Spallina, Ted, Pamela, David and Adam Simon. This is new prima facie evidence of a **Breach of Fiduciary Duty and Law** by the Personal Representatives and Ted, representing possible further, **Fraud on the Beneficiaries, Fraud on courts and now Insurance Fraud**. All of these problems are due to the lack of duty and care and alleged criminal and civil violations of law by Tescher & Spallina, Spallina and Tescher in *failing to protect the rightful Beneficiaries of the Policy and delineating a clear legal path to* the Policy proceeds for them in preparing the estate of Simon and Shirley. The loss/suppression of an insurance trust, insurance policy, etc. with no documentation to show reason for such failure to document the Beneficiaries or retain a copy of the trust included in the estate plans of Simon and Shirley that they paid top dollar to have executed and now claim to have missing essential pieces of the estates by Tescher & Spallina that expose all the Beneficiaries to liabilities represents further incomprehensible errors, alleged violations of law and further intentional torts. Therefore, all legal costs and other costs resulting from the acts described in the Petition and herein, encumbered by any/all parties, should therefore be paid for by Tescher & Spallina, Spallina and Tescher and NOT from the estate proceeds or individually by the Beneficiaries or Interested Parties. That any financial losses to the Estates and Beneficiaries be recovered from the Personal Representatives and Successor Trustee as they are both personally and professionally liable. These costs are all a result of

the failures of the Estate Counsel and Personal Representatives and appear to have been done with scienter.

B. Abuse of Attorney / Abuse of Legal Process

13. That Christine P. Yates, Esq., ("Yates") is a Partner at Tripp Scott law firm and the attorney initially for the Eliot Bernstein family and then later, due to conflicts caused by the lost Simon Trust and the new beneficiaries created, which caused Petitioner and his children to have conflicting interests, from that point forward, Yates represented only Petitioner's children and Petitioner has been unable to secure counsel for reasons already explained in the Petition. Recently, Tripp Scott has resigned as counsel to the children, for all of the *following reasons:*

    i. the inability to gain documents from Tescher & Spallina, Tescher and Spallina after extensive efforts to obtain such documents and doubling their anticipated costs in merely trying to get information necessary to ascertain the beneficial interests of Petitioner's children,

    ii. the enormous billings caused as a result of Tescher & Spallina, Tescher and Spallina's evasions, suppressed/lost documents, Forged and Fraudulent documents, lost/suppressed trusts and an insurance Policy and more,

    iii. the guilt of finding that Tripp Scott billings were being paid by a school trust account. From a letter to another Attorney at Law, Yates claimed, "the reasons for the termination of my representation were due to the insufficiency of funds in the trust accounts..." That this statement refers to depleting all of the trust funds to pay for

legal counsel. To be more specific to this Court, the trust funds Yates refers to are Petitioner's children school trust funds that have been depleted through further Fraud by Spallina to pay Petitioner's living expenses. Where these school trusts were set up several years prior to the death of Simon and Shirley and were funded to pay for Petitioner's children school tuitions. Initially after Simon passed, Spallina took possession of a Legacy Bank of Florida account that Simon had been paying Petitioner's family expenses of $100,000.00 per year for approximately 6 years per an agreement between Petitioner and Simon, as fully exhibited already in the Petition (Pages 86-89 Section "XVI. THE ADVANCED INHERITANCE AGREEMENT ("AIA")", which was for $100,000.00 per year. Simon paid the home expenses per the AIA for the home purchased by Petitioner's children through the Legacy account. The home was purchased outright through Petitioner's children's already established and funded investment trust accounts at that time.

Several months after Simon passed Spallina directed Eliot and Candice "Candice" Bernstein to take over the Legacy Bank account and write checks for expenses out of it. Petitioner refused such request to write checks from an account that was Simon's without first getting authorization from Legacy Bank. Eliot and Rachel Walker ("Walker") (Simon's assistant who was handling the Legacy Account but who was fired by Spallina and therefore turning the account over to Eliot and Candice at Spallina's request) called Legacy Bank together and Legacy claimed that not only was Walker not authorized to sign checks or listed in any capacity on the account or Petitioner but that Legacy was shocked that no one had notified them that Simon had

passed, that his bank accounts were being used post mortem and therefore Legacy instantly froze the account. Spallina was the only person they could talk to further.

Spallina then directed Candice to send over the Legacy Account checkbooks, credit cards, etc. to Janet Craig ("Craig") at Oppenheimer and that she would now be paying the expenses, replacing the recently fired Walker. Craig stated that the funds had been unfrozen by Legacy to Spallina and she would now be paying the expenses. That only later was it learned that the Legacy Bank funds were not paying the expenses but that somehow the funds were now coming out of school trust funds of Petitioner's children, trusts that Spallina had not shown Petitioner and therefore he had to get them from Craig. That all these actions were directed by Spallina, who had told Petitioner at that time not to worry that the expenses were covered in the estate plans and trusts for the children and it would take a few weeks before they were funded and there would be no discontinuity in the monthly expenses as Simon and Shirley had planned for the special circumstances of Petitioner's family, as fully defined in the Petition. That Spallina is now claiming that there is no money in the estates and telling Petitioner he will receive virtually nothing in inheritance and is further executing a foreclosure on the Petitioner's children's home in another complete Fraud and Hoax, as more fully defined in the Petition, Section "XIII. THREATENED FORECLOSURE ON SIMON'S GRANDCHILDREN'S HOME BYSIMON'S ESTATE POST MORTEM", Pages 52-55. There is now virtually no money left in the school trust funds and at the burn rate of the living expenses for the children and their school expenses being depleted for these, one can see the calamity this will cause Petitioner and his family in a few days, the children will be forced out of the school and without

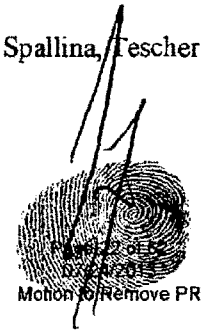
necessary and fundamental living expenses. This is quite to the opposite of what Simon and Shirley intended for Petitioner and Petitioner's children, if actions are not taken instantly by this Court to protect and preserve the assets and Beneficiaries. Petitioner Exhibits herein a recent letter from Janet Craig of Oppenheimer describing the emergency this presents to Petitioner and his family caused by Spallina with scienter, as **Exhibit 3**. As with Craig, Yates recently became aware that the funds for school and living expenses are almost wholly exhausted by Spallina and that her legal bill for problems almost wholly created by Spallina were being paid from these school accounts and this is truly an uncompromising position. That Spallina was not even paying legal costs encumbered by Petitioner and Petitioner's children caused by his failures, including but far from limited to,

iv. the lost/suppressed Simon Trust and need for counsel caused by his failures to maintain a clear path to the beneficial interest in the Policy,

v. two sets of lawyers needed, independent counsel for Petitioner and a separate counsel for Petitioner's children, due to the conflicting beneficial interests created by the lost Simon Trust and the costs to legally analyze the SAMR scheme they concocted to replace such "lost" or suppressed trust,

vi. the need for counsel to Revoke a Forged and Fraudulent signature in the estate of Shirley,

vii. the cost of counsel to analyze Fraudulent and Legally Deficient documents in the estates created by Tescher & Spallina, Tescher and Spallina



viii. the cost in failed efforts by Yates for months to get documents and information from Tescher & Spallina and Spallina. As Yate's states in her letters exhibited herein,

ix. the need for counsel now as Yates claims in her letters that both the Petitioner and his children would now have to litigate Spallina and the estates.

x. Further in correspondences between Yates and Attorney at Law Marc Garber who referred Yates to Petitioner, claims are made that Spallina must be reported to the Court and more. Petitioner herewith produces the email of Yates and Garber as **Exhibit 4.** In the said emails Marc states,

a. "Further, and as you [Christine Yates, Esq.] implied, with all the time you expended, Spallina gave us very little, in terms of everything; from documents to involvement in the administration." This statement clearly indicates that in spite of repeated request and continuous efforts made by Yates, Spallina did not provide documents to Yates who is counsel to certain Beneficiaries. This is clear evidence of breach of Fiduciary duty.

b. "I had difficulty sleeping, as I was sorting through our conversation. What troubles me has troubled me in prior situations. Spallina is not the first 'bully lawyering' situation I have seen or heard about."

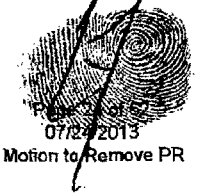
c. "It truly troubles me [Marc Garber, Esq.] that Spallina continues to spin his web of deceit, and I believe this conduct is further circumstantial evidence that "something is very wrong". I am very glad Eliot filed whatever he filed and I do hope he prevails. I also hope Spallina is removed and perhaps punished for all he is doing."

C. Improper Sale of Real Estate Property

14. That without the knowledge and notice to Petitioner and other Beneficiaries, Ted acting in his presumed capacity as purported Successor Trustee in the estate of Shirley has sold a condominium owned by the estates of Simon and Shirley (it remains unclear due to missing documents suppressed by Spallina which estate the real estate was in at the time of their deaths) a property located at 2494 S Ocean Blvd APT C5, Boca Raton, FL 33432 ("Condo"). Petitioner and other Beneficiaries had rights in this Condo and Ted had no beneficial interest in the property. Yet, Ted has sold it at major price reduction of approximately 30% below market value without consent of the Beneficiaries or even *notification to the Beneficiaries of any details of the transaction. In fact, until all the* original estate documents can be analyzed for further evidence of Fraud and Forgeries, all these fiduciaries acting in the estates are suspect. Finally, Petitioner and other Beneficiaries not only do not have any information about the said transaction but also where the sale funds have gone. Petitioner herewith produces the Zillow estimate of the properties immediately after the sale showing an increase in value of $500,000 over the purchase price days after sale as **Exhibit 5,** which clearly shows sale of said Condo far below market value and the realtor who sold the property is not revealed.

15. That the real estate was removed from the listing agent Nestler Poletto Sotheby's International Realty after months of them listing the property for Simon, two weeks prior to the sale and then brokered by an unknown party.

16. That prior to the sale Petitioner and Petitioner's children counsel Tripp Scott had requested that any transactions of any properties of the estates be transacted only after first notifying



the Beneficiaries of all terms and conditions and instead this sale was done behind the backs of Petitioner, Beneficiaries and Petitioner's children counsel Yates and without any prior notice.

D. Exposing Estate to Potential Liabilities from Failure to Distribute Automobile

17. That the estate remains at risk due to the retained ownership of an automobile fully paid for that was given as a gift from Simon to his grandson Joshua for his 15th birthday, two week before Simon's passing[4]. As more fully described in the Petition, Spallina has known this automobile was in the possession of 15 year old Joshua as a gift and that the paperwork to transfer title and ownership was in the process of being completed when Simon passed suddenly and unexpectedly. That since the time of Simon's passing Spallina has refused to tender the title and make proper transfer and to Petitioner's knowledge maintain insurance on the vehicle or even maintain the vehicle for the estate. Instead Spallina has left the entire estate at risk, as in the State of Florida if the car for any reason were involved in accident of any sort the estate could be liable for damages and without proper insurance this further could be damaging to the Beneficiaries of the estate.

III. CONCLUSION

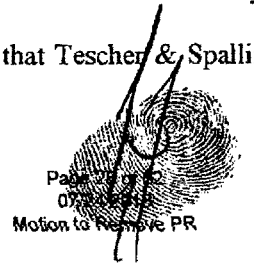
[4] http://statewideprobate.com/blog/comments/move-cars-out-of-estate-quickly
Under Florida law the owner of a vehicle is normally liable for accidents caused by the car, and that liability is not limited to the car insurance limits. So an estate with $200,000 in stocks and bonds can see all of that disappear in the event of an auto accident claim exceeding policy limits. Given that many auto owners carry liability coverage of $300,000 or less, many serious personal injury claims can exceed the coverage and threaten the estate assets. "Move Cars Out of Estate Quickly" Posted by Bruce McDonald September 12, 2011

That Tescher & Spallina for all the reason stated herein and in the Petition have failed to properly administer the Estates and have instead worked with adverse interest to the Beneficiaries to keep them in the dark while various assets appear to go missing with every turn. That Tescher & Spallina have already tendered Forged and Fraudulent documents in the Estates of Simon and Shirley. Documents that enabled their powers as Personal Representatives and therefore all actions they have done may have been executed with legal powers that were gained through Forged documents as part of a Fraud on this Court and the Beneficiaries. That it appears that every minute this Court delays in removing Personal Representatives and Successor Trustees a new theft of Estate assets is taking place.

IV. ARGUMENTS

FLORIDA ESTATE RULES

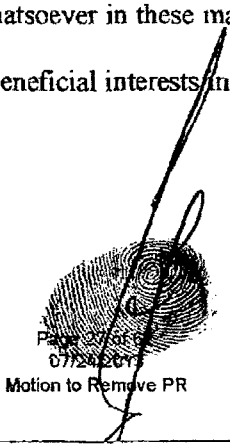
1. Under RULE 5.310. DISQUALIFICATION OF PERSONAL REPRESENTATIVE: NOTIFICATION, since Tescher & Spallina P.A., Donald Tescher and Robert Spallina all appear to be acting Personal Representatives and Ted acting as purported "Successor Trustee" and where Petitioner claims none of them were qualified to act at the time of appointment and whose appointments were made through Fraudulent and Forged and incomplete documentation submitted to this Court and Petitioner as described herein and in the Petition. Petitioner believes none of them would be qualified for appointment at that time, this time or any time. That Petitioner files and serves herein on all parties this notice describing why the Personal Representatives and Successor Trustee should be removed due to the alleged unlawful acts and violations of fiduciary responsibilities evidenced herein and in the Petition, which show that Tescher & Spallina, Spallina and Tescher were not



qualified at the time of appointment to be Personal Representatives for the Estates. For the reasons already stated herein and in the Petition these Personal Representatives would not be qualified for appointment if application for appointment were again made based on the recently uncovered facts and evidence contained herein and in the Petition. That the Court should instantly remove and replace these Personal Representations and grant Petitioner immediate monetary and injunctive relief that this Court deems just in light of the damages already done described herein and in the Petition and any other relief this Court deems just.

2. This Court should sanction and report to the appropriate authorities all those alleged to have gained fiduciary powers through a series of Forged and Fraudulent documents tendered to this Court as part of a Fraud on this Court and any subsequent transactions of the assets using such illegally gained fiduciary powers as evidence of further civil and criminal violations of law in the administration of the estate.

3. Under RULE 5.320. OATH OF PERSONAL REPRESENTATIVE, the Court should note that at no time before the granting of letters of administration, did Ted, one of the "acting" Personal Representatives/Successor Trustee in the Estates, file an oath to faithfully administer the estate of the decedents with this Court or to the Beneficiaries or the Trustees for the Beneficiaries and this Court should take all steps necessary to remedy this failure, including but not limited to making null and void any actions or sales of Ted as Personal Representative/Successor Trustee in Shirley's estate or as Personal Representative in Simon's estate or any capacity whatsoever in these matters and any other relief this Court sees fit. Ted and Pam have NO beneficial interests in the estates and in fact have adverse and conflicting interests.



4. Under RULE 5.235. ISSUANCE OF LETTERS, BOND, due to the problems caused by the Personal Representatives, Estate Counsel and Ted with the missing/lost/suppressed Simon Trust, the Forged and Fraudulent documentation already exhibited in the Petition to this Court in the Estates and unlawful activities alleged and evidenced herein and in the Petition, Petitioner requests the Court consider requiring the Personal Representatives to give bond to require additional surety great enough to cover all potential losses and all immediate legal fees to the Beneficiaries and other Interested Parties.

5. Under RULE 5.340. INVENTORY, the Personal Representatives, Tescher & Spallina P.A., Tescher and Spallina have failed to serve a copy of the inventory and all supplemental and amended inventories to each heir at law, each residuary beneficiary and did not serve a copy to Petitioner who requested it both orally and in writing for the Estates and acting as Guardian and Trustee for his children. Therefore, this Court should take appropriate actions for this violation and demand all inventories prepared by the Personal Representatives, Goldstein Lewin/CBIZ MHM, LLC, Ted or any other party that has made or maintains an inventory of any assets of the Estates, be instantly turned over to this Court and that all inventories submitted to this Court that may be sealed or marked confidential in any way in the Estates be turned over to Petitioner and all Beneficiaries and Interested Parties.

6. There is an inventory for the personal property of Simon and Shirley that was submitted by Ted to Pam, Jill, Lisa and Petitioner, whereby Ted was acting in an unauthorized capacity as a Personal Representative in the estate of Simon. That this inventory was not verified by the Personal Representatives, Tescher and Spallina that were supposedly designated by Simon in the Amended Trust and therefore this Court should take appropriate actions for

this failure of the Personal Representatives to verify this inventory and discard the inventory by Ted and have these items re-evaluated by a new firm and new Personal Representative(s).

7. That there is an inventory list of Jewelry that was removed from the Estates by Pamela, Jill and Lisa along with millions of dollars of Jewelry and these properties and inventories should be immediately secured by this Court from any parties in possession and all assets returned to the Court for proper distribution to the proper Beneficiaries.

8. Under RULE 5.341. ESTATE INFORMATION, the Personal Representatives Tescher, Spallina and Theodore have failed on reasonable and numerous requests in writing, to provide interested persons, including but not limited to, Petitioner and Petitioner's children's counsel, information about the Estates and its administration and therefore this Court should take all actions necessary to rectify this violation and force them to immediately turn over *all* records in the Estates of Simon and Shirley and all of their records regarding any party named herein, in entirety, to review by this Court and Petitioner for further evidence of Fraud, Theft, Forgery and more.

9. Under RULE 5.341. ESTATE INFORMATION, records this Court should demand and tender to Petitioner and Petitioner's children's counsel, include but are not limited to,

   a. 1995 Insurance Trust / Simon Trust

   b. 2008 Trust of Simon that was executed prior to the 2012 Amended Trust that was completed with Forged and Fraudulent Documents immediately prior to Simon's death as evidenced in the Petition.

c. Full documentation for Proskauer Rose's Will Exhibit in the Will of Simon Bernstein and all estate work Proskauer has for Simon and Shirley their children and grandchildren and Petitioner and Candice and their children and grandchildren.

d. All trusts created by any party named herein for the Beneficiaries, children or grandchildren of the decedents Simon and Shirley.

e. All records for both Estates, including but not limited to, banking, investment, business, accounting, real estate, transfers, titles, deeds, insurance, IRA's, pensions, retirement plans and any other records necessary to ascertain the assets in the Estates.

f. All investment account records from Stanford, JP Morgan, Legacy and Oppenheimer and any banking accounts or other asset accounts, with any beneficiary designations for Transfer on Death "TOD" accounts.

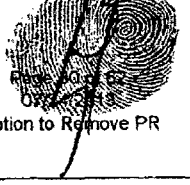
g. All medical records of Simon and Shirley from all doctors involved in their care for the years 2007-2012.

h. All post mortem medical records, coroner records and hospital records.

10. Under Title XLII ESTATES AND TRUSTS Chapter 733 PROBATE CODE: ADMINISTRATION OF ESTATES 733.509 this Court enter an order removing the Personal Representatives and have them immediately deliver all Estates assets, records, documents, papers, and other property of or concerning the Estates in the removed personal representative's possession or control to the remaining personal representative or successor fiduciary or this Court and this Court turn relevant documents over to the appropriate state and federal authorities for further investigation of alleged Forgery and Fraud.

V. PRAYER FOR RELIEF

WHEREFORE, for the reasons set forth in detail herein, Petitioner respectfully requests that this Court in the interest of justice issue an immediate order to remove the Personal Representatives, Tescher & Spallina P.A., Tescher & Spallina and Ted as Trustee, Successor



Trustee, Personal Representative and any other capacity they claim in the estates of Simon and Shirley and have them immediately deliver all Estates assets, records, inventories, accountings, documents, papers, and other property of or concerning the Estates in the removed Personal Representatives possession or control to a new personal representative or successor fiduciary or this Court. Then this Court then turn the relevant documents over to the appropriate state and federal authorities for further investigation of alleged Forgery and Fraud and for such other relief as the Court may find just and proper.

Respectfully Submitted,

Dated: Palm Beach County, FL

_____, 2013

Eliot I. Bernstein
2753 NW 34th St.
Boca Raton, FL 33434
(561) 245-8588

PROOF OF SERVICE BY MAIL

I, Eliot Ivan Bernstein, the Petitioner, certify that I served this notice by mailing a copy to

Robert L. Spallina, Esq.
Tescher & Spallina, P.A.
Boca Village Corporate Center I
4855 Technology Way
Suite 720
Boca Raton, FL 33431

Donald Tescher, Esq.
Tescher & Spallina, P.A.
Boca Village Corporate Center I
4855 Technology Way
Suite 720
Boca Raton, FL 33431

Theodore Stuart Bernstein
880 Berkley Street
Boca Raton, FL 33487

Interested Parties and Trustees for Beneficiaries

Lisa Sue Friedstein
2142 Churchill Lane
Highland Park IL 60035

Jill Marla Iantoni
2101 Magnolia Lane
Highland Park, IL 60035

Pamela Beth Simon
950 North Michigan Avenue
Suite 2603
Chicago, IL 60611

Eliot Ivan Bernstein
2753 NW 34th St.
Boca Raton, FL 33434

and depositing the same in the U.S. Mail on the 24th day of

_____, 2013

with proper postage prepaid.

Date 7/24/2013

X

Signature

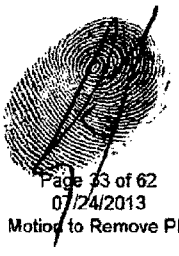
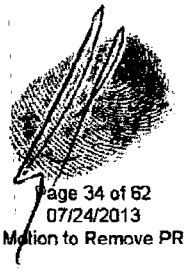


EXHIBIT 1

JANUARY 08, 2013 REASSURE AMERICA LIFE INSURANCE COMPANY LETTER RE SIMON BERNSTEIN POLICY



Rightfax 1 5/2013 11:49:58 AM PAGE 7002 Fax Server

JAN. 8. 2013 10:13AM NO. 603 P. 1

Reassure America Life Insurance Company

J. L. McDonald, ALHC, LTCP
Vice President

12750 Merit Drive
Suite 500
Dallas, TX 75251

Telephone (972) 778-8535
Fax (260) 435-8773

January 8, 2013

Mr. Robert Spallina
Attorney at Law
Tescher & Spallina, P.A.
Boca Village Corporate Center I
4855 Technology Way, Suite 720
Boca Raton, FL 33431

Re: Simon Bernstein, Dec's
Policy # 1009208

Dear Mr. Spallina:

This will acknowledge your letters the most recent of which is dated December 21, 2012.

In as much as the above policy provides a large death benefit in excess of $1.6 million dollars and the fact that the trust document cannot be located, we respectfully request a court order to enable us to process the claim.

Please let us know how we may assist you in this process.

Sincerely,

Jim McDonald, ALHC, LTCP
Vice President
Claims Oversight

FAX

To: Robert Spallina
Company:
Fax: 915619977308

From: Kellie Walker
Phone:

NOTES:

Insured Simon Bernstein #1009208

CONFIDENTIALITY
This fax and any attachments are confidential and may also be privileged. If you are not the named recipient, or have otherwise received this communication in error, please notify the sender immediately, and do not disclose its contents to any other person, use them for any purpose, or store or copy them in any medium. Thank you for your cooperation.

Date and time of transmission: Tuesday, January 15, 2013 11:49:30 AM

Number of pages including this cover sheet: 02

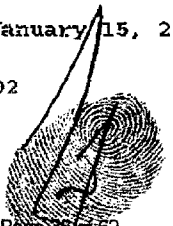
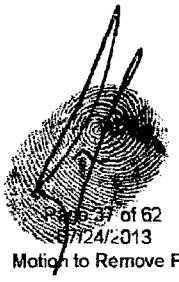


EXHIBIT 2

JACKSON'S (1) ANSWER TO COMPLAINT AND (2) COUNTERCLAIM

AND THIRD-PARTY COMPLAINT FOR INTERPLEADER



BURKE, WARREN, MACKAY & SERRITELLA, P.C.

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TELEPHONE (312) 840-7000
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ALEXANDER DAVID MARKS
DIRECT DIAL NUMBER
(312) 840-7022
amarks@burkelaw.com

July 1, 2013

VIA FEDEX REQUIRING SIGNATURE RECEIPT

Eliot Bernstein
2753 N.W. 34th Street
Boca Raton, FL 33434

Re: Simon Bernstein Irrevocable Insurance Trust Dtd 6/21/95 v. Heritage Union Life Insurance Company, et al.
Case No. 2013 cv 03643

Dear Mr. Bernstein:

We represent Jackson National Life Insurance Company, successor in interest to Heritage Union Life Insurance Company in the above-matter. Please find enclosed a copy of a *counterclaim and third-party complaint that was filed on June 26, 2013 in the United States* District Court for the Northern District of Illinois under the case number shown above. You were named as a party in this suit because of a potential interest you have in an insurance policy of which Simon Bernstein was the insured.

Why are you getting this?

This is not a summons, or an official notice from the court. It is a request that, to avoid expenses, you waive formal service of a summons by signing and returning the enclosed waiver. To avoid these expenses, you must return the signed waiver within 30 days from the date shown above, which is the date this notice was sent. Two copies of the waiver form are enclosed, along with a stamped self-addressed envelope or other prepaid means for returning one copy. You may keep the other copy.

What happens next?

If you return the signed waiver, I will file it with the court. The action will then proceed as if you had been served on the date the waiver is filed, but no summons will be served on you and you will have 60 days from the date this notice is sent (see the date above) to answer the third-party complaint.

If you do not return the signed waiver within the time indicated, I will arrange to have the summons and complaint served on you. And I will ask the court to require you to pay the expenses of making service.

Please read the enclosed statement about the duty to avoid unnecessary expenses.

I certify that this request is being sent to you on the date above.

Very truly yours,

Alexander D. Marks/sc

Alexander D. Marks

Enclosures
cc: Frederic A. Mendelsohn
1449378.1

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

SIMON BERNSTEIN IRREVOCABLE INSURANCE TRUST DTD 6/21/95, Plaintiff, v. HERITAGE UNION LIFE INSURANCE COMPANY, Defendant.	Case No. 13 cv 3643 Honorable Amy J. St. Eve Magistrate Mary M. Rowland
HERITAGE UNION LIFE INSURANCE COMPANY, Counter-Plaintiff, v. SIMON BERNSTEIN IRREVOCABLE INSURANCE TRUST DTD 6/21/95, Counter-Defendant, and, FIRST ARLINGTON NATIONAL BANK, as Trustee of S.B. Lexington, Inc. Employee Death Benefit Trust, UNITED BANK OF ILLINOIS, BANK OF AMERICA, successor in interest to LaSalle National Trust, N.A., SIMON BERNSTEIN TRUST, N.A., TED BERNSTEIN, individually and as purported Trustee of the Simon Bernstein Irrevocable Insurance Trust Dtd. 6/21/95, and ELIOT BERNSTEIN, Third-Party Defendants.	

JACKSON'S (1) ANSWER TO COMPLAINT AND (2) COUNTERCLAIM AND THIRD-PARTY COMPLAINT FOR INTERPLEADER

Defendant, Jackson National Life Insurance Company ("Jackson"), as successor in interest to Reassure America Life Insurance Company, successor in interest to Heritage Union

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Life Insurance Company, makes the following (1) answer to Plaintiff's complaint and (2) counterclaim and third-party complaint for interpleader:

ANSWER

1. At all relevant times, the Bernstein Trust was a common law trust established in Chicago, Illinois by the settlor, Simon L. Bernstein, and was formed pursuant to the laws of the State of Illinois.

ANSWER: Jackson lacks sufficient information and knowledge to form a belief as to the truth of the allegations of this paragraph and therefore denies the same.

2. Ted S. Bernstein is the Trustee of the Bernstein Trust.

ANSWER: Jackson lacks sufficient information and knowledge to form a belief as to the truth of the allegations of this paragraph and therefore denies the same.

3. At all relevant times, the Bernstein Trust was a beneficiary of a life insurance policy insuring the life of Simon L. Bernstein, and issued as policy number 1009208 (the "Policy").

ANSWER: Jackson lacks sufficient information and knowledge to form a belief as to the truth of the allegations of this paragraph and therefore denies the same.

4. The Policy was originally purchased by the S.B. Lexington, Inc 501(c)(9) VEBA Trust (the "VEBA") from Capital Bankers Life Insurance Company ("CBLIC") and was delivered to the original owner in Chicago, Illinois on or about December 27, 1982.

ANSWER: Jackson lacks sufficient information and knowledge to form a belief as to the truth of the allegations of this paragraph and therefore denies the same.

5. At the time of issuance and delivery of the Policy in 1982, CBLIC was an insurance company licensed and doing business in the State of Illinois, and the insured, Simon L. Bernstein, was a resident of the state of Illinois.

Motion to Remove PR

ANSWER: Jackson lacks sufficient information and knowledge to form a belief as to the truth of the allegations of this paragraph and therefore denies the same.

6. Heritage subsequently assumed the Policy from Capital Bankers and thus became the successor to CBLIC as "Insurer" under the Policy.

ANSWER: Jackson lacks sufficient information and knowledge to form a belief as to the truth of the allegations of this paragraph and therefore denies the same.

7. In 1995, the VEBA, as owner of the Policy, executed a beneficiary change form naming LaSalle National Trust, N.A., as Trustee of the VEBA, as primary beneficiary of the Policy, and the Bernstein Trust as the contingent beneficiary.

ANSWER: Jackson lacks sufficient information and knowledge to form a belief as to the truth of the allegations of this paragraph and therefore denies the same.

8. S.B. Lexington, Inc. and the VEBA were voluntarily dissolved on or about April 3, 1998

ANSWER: Jackson lacks sufficient information and knowledge to form a belief as to the truth of the allegations of this paragraph and therefore denies the same.

9. Upon the dissolution of the VEBA in 1998, the Policy ownership was assigned and transferred from the VEBA to Simon L. Bernstein, individually.

ANSWER: Jackson lacks sufficient information and knowledge to form a belief as to the truth of the allegations of this paragraph and therefore denies the same.

10. At the time of his death, Simon L. Bernstein was the owner of the Policy, and the Bernstein Trust was the sole surviving beneficiary under the Policy.

ANSWER: Jackson lacks sufficient information and knowledge to form a belief as to the truth of the allegations of this paragraph and therefore denies the same

11. The insured under the Policy, Simon L. Bernstein, passed away on September 13, 2012, and on that date the Policy remained in force.

ANSWER: Jackson admits the allegation of this paragraph.

12. Following Simon L. Bernstein's death, the Bernstein Trust, by and through its counsel in Palm Beach County, FL, submitted a death claim to Heritage under the Policy including Simon L. Bernstein's death certificate and other documentation.

ANSWER: Jackson admits the allegation of this paragraph.

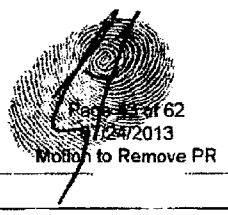
13. The Policy, by its terms, obligates Heritage to pay the death benefits to the beneficiary of the Policy upon Heritage's receipt of the due proof of the insured's death.

ANSWER: Jackson admits it, as a successor to Heritage, is obligated to pay the death benefits to the beneficiary(ies) of the Policy, but denies that the remainder of paragraph 13 accurately and fully states the obligations of a beneficiary in submitting a claim under the Policy, and/or when the obligation for Jackson to make such payment becomes due and therefore denies the same.

14. Heritage has breached its obligations under the Policy by refusing and failing to pay the Policy's death benefits to the Bernstein Trust as beneficiary of the Policy despite Heritage's receipt of due proof of the Insured's death.

ANSWER: Jackson lacks sufficient information and knowledge to form a belief as to the true beneficiary of the Policy, resulting in it tendering the death benefit funds to the Court and filing its interpleader counterclaim and third-party complaint, and thus it denies the allegation of this paragraph.

15. Despite the Bernstein Trust's demands Heritage has not paid out the death benefits on the policy to the Bernstein Trust.



ANSWER: Jackson lacks sufficient information and knowledge to form a belief as to the true beneficiary of the Policy, resulting in it tendering the death benefit funds to the Court and filing its interpleader counterclaim and third-party complaint, and thus it denies the allegation of this paragraph.

16. As a direct result of Heritage's refusal and failure to pay the death benefits to the Bernstein Trust pursuant to the Policy, Plaintiff has been damaged in an amount equal to the death benefits of the Policy plus interest, an amount which exceeds $1,000,000.

ANSWER: Jackson denies the allegation of this paragraph.

WHEREFORE, Defendant, Jackson National Life Insurance Company, as successor in interest to Reassure America Life Insurance Company, successor in interest to Heritage Union Life Insurance Company, respectfully requests that it be dismissed from this lawsuit, and requests such other and further relief as the Court deems just and proper.

COUNTER-CLAIM AND THIRD-PARTY COMPLAINT FOR INTERPLEADER

INTRODUCTION

1. Jackson National Life Insurance Company ("Jackson") brings this counter-claim and third-party complaint for Interpleader pursuant to 28 U.S.C. § 1335(a) and Federal Rule of Civil Procedure 14, as it seeks a declaration of rights under a life insurance policy for which it is responsible to administer. The proceeds from the policy (the "Death Benefit Proceeds") have been tendered to this Court.

PARTIES AND VENUE

2. Jackson, successor in interest to Reassure America Life Insurance Company ("Reassure"), successor in interest to Heritage Union Life Insurance Company ("Heritage"), is a corporation organized and existing under the laws of the State of Michigan, with its principal place of business located in Lansing, Michigan. Jackson did not originate or administer the

subject life insurance policy, Policy Number 1009208 (the "Policy"), but inherited the Policy and the Policy records from its predecessors.

3. The Simon Bernstein Irrevocable Insurance Trust Dtd 6/21/95 (the "Bernstein Trust") is alleged in the underlying suit to be a "common law trust established in Chicago, Illinois by the settlor, Simon L. Bernstein, and was formed pursuant to the laws of the state of Illinois."

4. Ted S. Bernstein is a resident and citizen of Florida. He is alleged in the underlying suit to be the "trustee" of the Bernstein Trust. Ted Bernstein is further, individually, upon information and belief, a beneficiary of the Bernstein Trust (as Simon Bernstein's son).

5. Eliot Bernstein is a resident and citizen of Florida. He has asserted that he and/or his children are potential beneficiaries under the Policy as Simon Bernstein's son, presumably under the Bernstein Trust.

6. First Arlington National Bank is, upon information and belief, a bank in Illinois that was, at one point, and the purported trustee for the "S.B. Lexington, Inc. Employee Death Benefit Trust" (the "Lexington Trust"). The Lexington Trust was, upon information and belief, created to provide employee benefits to certain employees of S.B. Lexington, Inc., an insurance agency, including Simon Bernstein, but it is unclear if such trust was properly established.

7. United Bank of Illinois is, upon information and belief, a bank in Illinois that was, at one point, a named beneficiary of the Policy. To date, Jackson has not determined the current existence of this bank.

8. Bank of America, N.A., is a national banking association with its principal place of business in Charlotte, North Carolina. Bank of America, N.A. is the successor in interest to LaSalle National Trust, N.A., which was a named beneficiary of the Policy.

9. The "Simon Bernstein Trust" is, upon information and belief, the Bernstein Trust listed in paragraph 3, above, and was a named contingent beneficiary of the Policy. However, based on the variance in title, to the extent it is a separate trust from the Bernstein Trust referenced above, it is named separately.

10. Subject matter jurisdiction is proper in accordance with 28 U.S.C. § 1335(a).

11. Personal jurisdiction is proper over Ted Bernstein because he, purportedly as Trustee of the Bernstein Trust, caused this underlying suit to be filed in this venue.

12. Personal jurisdiction is proper over First Arlington National Bank, United Bank of Illinois, and Bank of America in accordance with 735 ILCS 5/2-209(a)(1) because each, upon information and belief, transacts business in Illinois.

13. Personal jurisdiction is proper over Ted and Eliot Bernstein in accordance with 735 ILCS 5/2-209(a)(13) as each are believed to have an ownership interest in the Bernstein Trust, which is alleged in the underlying complaint to exist underneath laws of and to be administered within this State.

14. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) in that a substantial part of the events giving rise to this interpleader action occurred in this District.

FACTS

15. On December 27, 1982, upon information and belief, Capitol Bankers Life Insurance Company issued the Policy, with Simon L. Bernstein as the purported insured (the "Insured").

16. Over the years, the Policy's owner(s), beneficiary(ies), contingent beneficiary(ies) and issuer changed. Among the parties listed as Policy beneficiaries (either primary or contingent) include: "Simon Bernstein"; "First Arlington National Bank, as Trustee of S.B. Lexington, Inc. Employee Death Benefit Trust"; "United Bank of Illinois"; "LaSalle National

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Trust, N.A., Trustee"; "LaSalle National Trust, N.A."; "Simon Bernstein Insurance Trust dated 6/21/1995, Trust"; and "Simon Bernstein Trust, N.A."

17. At the time of the Insured's death, it appears "LaSalle National Trust, N.A." was the named primary beneficiary of the Policy, and the "Simon Bernstein Trust, N.A." was the contingent beneficiary of the Policy. The Policy's Death Benefit Proceeds are $1,689,070.00, less an outstanding loan.

18. Subsequent to the Insured's death, Ted Bernstein, through his Florida counsel (who later claimed Bernstein did not have authority to file the instant suit in Illinois on behalf of the Bernstein Trust and withdrew representation), submitted a claim to Heritage seeking payment of the Death Benefit Proceeds, purportedly as the trustee of the Bernstein Trust. Ted Bernstein claimed that the Lexington Trust was voluntarily dissolved in 1998, leaving the Bernstein Trust as the purported sole surviving Policy beneficiary at the time of the Decedent's death.

19. However, Ted Bernstein could not locate (nor could anyone else) a copy of the Bernstein Trust. Accordingly, on January 8, 2013, Reassure, successor to Heritage, responded to Ted Bernstein's counsel stating:

> In as much as the above policy provides a large death benefit in excess of $1.6 million dollars and the fact that the trust document cannot be located, we respectfully request a court order to enable us to process this claim.

20. Presently, the Bernstein Trust still has not been located. Accordingly, Jackson is not aware whether the Bernstein Trust even exists, and if it does whether its title is the "Simon Bernstein Insurance Trust dated 6/21/1995, Trust," as captioned herein, or the "Simon Bernstein Trust, N.A.", as listed as the Policy's contingent beneficiary (or otherwise), and/or if Ted Bernstein is in fact its trustee. In conjunction, Jackson has received conflicting claims as to whether Ted Bernstein had authority to file the instant suit on behalf of the Bernstein Trust.

21. In addition, it is not known whether "LaSalle National Trust, N.A." was intended to be named as the primary beneficiary in the role of a trustee (of the Lexington and/or Bernstein Trust), or otherwise. Jackson also has no evidence of the exact status of the Lexington Trust, which was allegedly dissolved.

22. Further, Jackson has received correspondence from Eliot Bernstein, attached as *Exhibit 1*, asserting that he and/or his children are potential beneficiaries under the Policy, (presumably under the Bernstein Trust, but nonetheless raising further questions as to the proper beneficiaries of the Policy), and requesting that no distributions of the Death Benefit Proceeds be made.

COUNT I- INTERPLEADER

23. This is an action of interpleader brought under Title 28 of the United States Code, Section 1335.

24. Jackson does not dispute the existence of the Policy or its obligation to pay the contractually required payment Death Benefit Proceeds under the Policy, which it has tendered into the registry of this Court.

25. Due to: (a) the inability of any party to locate the Bernstein Trust and uncertainty associated thereunder; (b) the uncertainty surrounding the existence and status of "LaSalle National Trust, N.A." (the primary beneficiary under the Policy) and the Lexington Trust; and (c) the potential conflicting claims under the Policy, Jackson is presently unable to discharge its admitted liability under the Policy.

26 Jackson is indifferent among the defendant parties, and has no interest in the benefits payable under the Policy as asserted in this interpleader other than to pay its admitted liability pursuant to the terms of the Policy, which Jackson has been unable to do by reason of uncertainty and potential competing claims.

Page 9 of 11
07/24/2013
Motion to Remove PR

27. Justice and equity dictate that Jackson should not be subject to disputes between the defendant parties and competing claims when it has received a non-substantiated claim for entitlement to the Death Benefit Proceeds by a trust that has yet to be located, nor a copy of which produced.

WHEREFORE, counter- and third-party plaintiff Jackson National Life Insurance Company respectfully requests pursuant to 28 U.S.C. 1335 that this Court enter an Order:

a. That counter-defendants be temporarily enjoined during the pendency of this suit and thereafter permanently and perpetually enjoined from commencing any proceedings or prosecuting any claim against Jackson in any state or federal court or other forum with respect to the Policy;

b. That judgment be entered in favor of Jackson on the Complaint in Interpleader;

c. That upon determination that the proper parties have been made subject to this suit, Jackson be excused from further attendance upon this case, be dismissed from this case with an express finding of finality pursuant to Rule 54(b) of the Federal Rules of Civil Procedure;

d. That Jackson be awarded actual court costs and reasonable attorneys' fees incurred in connection with this interpleader action to be paid out of the admitted liability deposited by it with the Clerk of the Court; and

e. That Jackson be granted such other and further relief as this Court deems just and appropriate.

JACKSON NATIONAL LIFE INSURANCE COMPANY,
By: /s/ Alexander D. Marks
One of Its Attorneys

Frederic A. Mendelsohn (ARDC No. 6193281)
Alexander D. Marks (ARDC No. 6283455)
Burke, Warren, MacKay & Serritella, P.C.
330 N. Wabash Ave., 22nd Floor
Chicago, Illinois 60611
312-840-7000
312-840-7900 (facsimile)

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CERTIFICATE OF SERVICE

The undersigned, an attorney, states that on June 26, 2013 he caused a copy of the foregoing Answer to Complaint and Counter-Claim and Third-Party Complaint for Interpleader to be filed electronically with the Northern District of Illinois electronic filing system, and electronically served upon the following:

Adam M. Simon
The Simon Law Firm
303 E. Wacker Drive, Suite 210
Chicago, IL 60601

/s/ Alexander D. Marks

1434759 1

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Friday, May 3, 2013

Reassure America Life Insurance Company
J. L. McDonald, ALHC LTCP
Vice President
12750 Merit Drive
Suite 600
Dallas, TX 75251
Telephone (972) 776-8535
Fax (260) 436-8773

RE: URGENT RE Policy #1009208

Dear Mr. McDonald,

I, Eliot I. Bernstein, son of Simon L. Bernstein, and my children have been notified that we are possible beneficiaries of the life insurance policy on my deceased father. I am in receipt of your attached letter and I have retained counsel, Christine Yates at Tripp Scott in FL, for my children's interests in the policy and am currently seeking counsel regarding my interest in the policy and request that you send me and Yates a copy of the policy and all pertinent policy information immediately at the addresses below

I have been told by the estate planning attorney, Robert Spallina, that he does not have a copy of the policy, schedules, riders, loans, attachments etc. and that he is also missing a trust document that may have been the beneficiary. I am requesting that your company make NO distribution of any policy proceeds without both my written personal consent and my children's counsel consent, to any party. I am aware of claims that there is also a missing trust of Simon that may have been a Beneficiary and any information you maintain regarding the beneficiaries would be helpful in trying to establish who the rightful beneficiaries are. I, nor my children have consented to any agreements for distribution and have no proper paperwork to rely on.

I have been informed that parties are attempting to make distribution without my or my children's counsel knowledge and consent.

Please contact me at your earliest convenience so that we may discuss this further or you can write or email at my addresses below.

Address information for Christine Yates,

Christine P. Yates
Tripp Scott
110 Southeast 6 Street
Fort Lauderdale, FL 33301
(954) 525-7500
CTY@trippscott.com

Thank you for your cooperation in these matters,

Eliot I. Bernstein
Inventor
2753 N.W. 34th St.
Boca Raton, Florida 33434-3459
(561) 245.8588 (o)
(561) 886.7628 (c)
(561) 245-8644 (f)
iviewit@iviewit.tv

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NOTE: When the print dialogue box appears, be sure to uncheck the Annotations option.

AO 399 (Rev 05/00)

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF ILLINOIS

Waiver of Service of Summons

TO: Alexander D. Marks, attorney for Jackson National Life Insurance Company
(NAME OF PLAINTIFF'S ATTORNEY OR UNREPRESENTED PLAINTIFF)

I, _____, acknowledge receipt of your request
(DEFENDANT NAME)

that I waive service of summons in the action of Simon Bernstein Insurance Trust Dtd 6/21/95 v. Heritage Union Life Insurance Company, et al.,
(CAPTION OF ACTION)

which is case number 13-cv-03643 in the United States District Court
(DOCKET NUMBER)

for the Northern District of Illinois.

I have also received a copy of the complaint in the action, two copies of this instrument, and a means by which I can return the signed waiver to you without cost to me.

I agree to save the cost of service of a summons and an additional copy of the complaint in this lawsuit by not requiring that I (or the entity on whose behalf I am acting) be served with judicial process in the manner provided by Rule 4.

I (or the entity on whose behalf I am acting) will retain all defenses or objections to the lawsuit or to the jurisdiction or venue of the court except for objections based on a defect in the summons or in the service of the summons.

I understand that a judgment may be entered against me (or the party on whose behalf I am acting) if an answer or motion under Rule 12 is not served upon you within 60 days after July 1, 2013,
(DATE REQUEST WAS SENT)

or within 90 days after that date if the request was sent outside the United States.

_____ _____
(DATE) (SIGNATURE)

Printed/Typed Name: _____

As _____ of _____
(TITLE) (CORPORATE DEFENDANT)

Duty to Avoid Unnecessary Costs of Service of Summons

Rule 4 of the Federal Rules of Civil Procedure requires certain parties to cooperate in saving unnecessary costs of service of the summons and complaint. A defendant located in the United States who, after being notified of an action and asked by a plaintiff located in the United States to waive service of summons, fails to do so will be required to bear the cost of such service unless good cause be shown for its failure to sign and return the waiver.

It is not good cause for a failure to waive service that a party believes that the complaint is unfounded, or that the action has been brought in an improper place or in a court that lacks jurisdiction over the subject matter of the action or over its person or property. A party who waives service of the summons retains all defenses and objections (except any relating to the summons or to the service of the summons), and may later object to the jurisdiction of the court or to the place where the action has been brought.

A defendant who waives service must within the time specified on the waiver form serve on the plaintiff's attorney (or unrepresented plaintiff) a response to the complaint and must also file a signed copy of the response with the court. If the answer or motion is not served within this time, a default judgment may be taken against that defendant. By waiving service, a defendant is allowed more time to answer than if the summons had been actually served when the request for waiver of service was received.

Page 88 of 202
Motion to Remove PR

N[illegible]: When the print dialogue box appears, be sure to uncheck the Annotations option.

AO 399 (Rev. 05/00)

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF ILLINOIS

Waiver of Service of Summons

TO: Alexander D. Marks, attorney for Jackson National Life Insurance Company
(NAME OF PLAINTIFF'S ATTORNEY OR UNREPRESENTED PLAINTIFF)

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(DEFENDANT NAME)

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I have also received a copy of the complaint in the action, two copies of this instrument, and a means by which I can return the signed waiver to you without cost to me.

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or within 90 days after that date if the request was sent outside the United States.

_____ _____
(DATE) (SIGNATURE)

Printed/Typed Name: _____

As _____ of _____
(TITLE) (CORPORATE DEFENDANT)

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Motion to Remove PR

EXHIBIT 3

LETTER FROM JANET CRAIG OF OPPENHEIMER DESCRIBING THE EMERGENCY

Eliot Bernstein

From:	Craig, Janet <Janet.Craig@opco.com>
Sent:	Tuesday, July 16, 2013 1:56 PM
To:	'Robert Spallina (rspallina@tescherspallina.com)'; 'Eliot Ivan Bernstein (iviewit@gmail.com)'; 'Candice Bernstein (tourcandy@gmail.com)'
Cc:	Worth, Hunt; Sigalos, Janet; Vereb, Patricia
Subject:	Bernstein Family Realty

Robert, Eliot and Candice,

As you are aware, during his lifetime, Simon Bernstein paid the household expenses for Eliot and Candace. Upon his death those funds were frozen and the only funds available to pay the household expenses were the education trusts that Simon set up for Daniel, Jacob and Joshua.

We are now at a point where the education trusts have insufficient assets to pay the 2013/2014 tuition for the three boys and will soon be depleted to the point where the household expenses cannot be paid. The market values of the four accounts are listed below.

Please let me know as soon as possible if the Estate of Simon Bernstein intends to reimburse the education trusts for the household expenses paid to date. If this is not possible, for any reason, Oppenheimer Trust Company will have no recourse but to Resign as Trustee in favor of Eliot and Candice Bernstein and to name them as the Successor Manager of Bernstein Family Realty. At that point we will present an Accounting for all the trusts, request a Release and Receipt for our period of administration and transfer all funds to the management of the Successor Trustee and Manager and terminate the trusts.

Please note I will be out of the office from July 20th through July 29th. I will be addressing this matter upon my return.

S. Bernstein Trust fbo Daniel	$19,465.15
S. Bernstein Trust fbo Jacob	$19,267.41
S. Bernstein Trust fbo Joshua	$ 9,268.52
Bernstein Family Realty	$12,311.94
Total	$60,313.02

Thank you for your prompt attention to this matter.

Janet Craig, CTFA
Senior Vice President & Compliance Officer
Oppenheimer Trust Company
18 Columbia Turnpike
Florham Park, NJ 07932
Tel: 973-245-4635
Fax: 973-245-4699
Email: Janet.Craig@opco.com

This communication and any attached files may contain information that is confidential or privileged. If this communication has been received in error, please delete or destroy it immediately. Please go to www.opco.com/EmailDisclosures

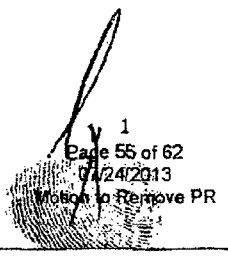


EXHIBIT 4

EMAIL BETWEEN YATES AND MARC

From: marcrgarber@gmail.com
To: cty@trippscott.com
Subject: RE: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: FW: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Status
Date: Thu, 13 Jun 2013 11:02:40 -0400

Christine:

I had difficulty sleeping, as I was sorting through our conversation. What troubles me has troubled me in prior situations. Spallina is not the first "bully lawyering" situation I have seen or heard about. "If you scream loud enough and pound the table hard and often, the other side will cave". It troubles me that many times this approach works. Sometimes it becomes a fee and time matter, other situations result in the good lawyer becoming tired of dealing with "hard headed" uncompromising opponent. I have heard some people actually seek out a bully lawyer for these reasons. The reasons include the fact that they win using this approach. Further, and as you implied, with all the time you expended, Spallina gave us very little, in terms of everything; from documents to involvement in the administration.

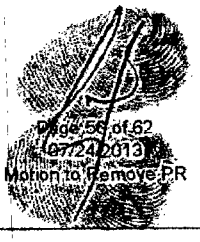
It truly troubles me that Spallina continues to spin his web of deceit, and I believe this conduct is further circumstantial evidence that "something is very wrong". I am very glad Eliot filed whatever he filed and I do hope he prevails. I also hope Spallina is removed and perhaps punished for all he is doing. It also troubles me that once he learns of your withdrawal, Spallina will celebrate his victory. If I was licensed in Florida, I would take this on pro bono. Simply out of principal, and I would make certain a probate judge learns of Spallina's behavior. Unfortunately, I am not a Florida lawyer. If Eliot is able to get his motions before a probate judge, I hope he asks and you agree to testify as to how Spallina treated you. A judge may take real notice of that testimony.

Thanks,

Marc

Regards,

MARC R. GARBER



Date: Thu, 13 Jun 2013 13:05:50 +0000
From: cty@TrippScott.com
Subject: RE: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: FW: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Status
To: marcrgarber@gmail.com; iviewit@iviewit.tv; iviewit@gmail.com

Marc, it was nice to speak with you yesterday. As we discussed, the reasons for the the termination of my representation were due to the insufficiency of funds in the trust accounts and the the corresponding increase in litigation that would need to be filed in order to move this case forward. It is always a difficult decision as an attorney to proceed with litigation, using all funds in a trust to do so without a guarantee of results. This leaves the attorney in a difficult position with the trust beneficiary, their client. Also, I was concerned that attorney/client communications via email were being filed in court proceedings by Eliot in his case. I want to be able to be assured that information on behalf of my client's remains confidential.

Thank you again for you time in speaking with me yesterday.

110 SE Sixth Street, Suite 1500
Fort Lauderdale, FL 33301
954-525-7500

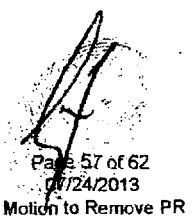
Christine T. Yates
Director

Direct: (954) 760-4916
Fax: (954) 761-8475
cty@trippscott.com

From: Marc Garber [mailto:marcrgarber@gmail.com]
Sent: Saturday, June 08, 2013 11:15 AM
To: Christine Yates
Subject: Fwd: FW: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Status

Christine please call me about this. Marc Garber. 856 236 6567

---------- Forwarded message ----------
From: "Eliot Ivan Bernstein" <iviewit@iviewit.tv>
Date: Jun 8, 2013 10:12 AM
Subject: FW: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Status
To: "Marc R. Garber, Esquire @ Flaster Greenberg P.C." <marc.garber@flastergreenberg.com>, "Marc R. Garber Esq. @ Flaster Greenberg P.C." <marcrgarber@verizon.net>, "Marc R. Garber Esq." <marcrgarber@gmail.com>
Cc:



What is going on here? Give me a call when you get a sec.

From: Christine Yates [mailto:cty@TrippScott.com]
Sent: Friday, June 7, 2013 11:57 AM
To: 'Eliot Ivan Bernstein'; 'Eliot Ivan Bernstein'
Cc: Ibis A. Hernandez
Subject: Bernstein - E/O Shirley Bernstein & E/O Leon Bernstein: Status

Eliot and Candace, first I am glad that you are feeling better Eliot.

I have made no progress with Spallina in regards to obtaining documents and in my last call with him and Mark Manceri, Mr. Spalllina reiterated his position that the mortgage on the property you are currently residing in was what your father wanted, and that any information regarding the trust of your father would have to be addressed to your brother as trustee.

At this time, in order to receive the information you want, I believe you will need to institute legal proceedings against the estate and trust. Since a new course of action will need to be undertaken, at this time, I will be withdrawing as counsel for your children, and believe that you should now hire separate litigation counsel for them. I will be happy to assist your new counsel in providing them with any information and thank you for the opportunity you gave me to assist you.

110 SE Sixth Street, Suite 1500
Fort Lauderdale, FL 33301
954-525-7500

Christine T. Yates
Director

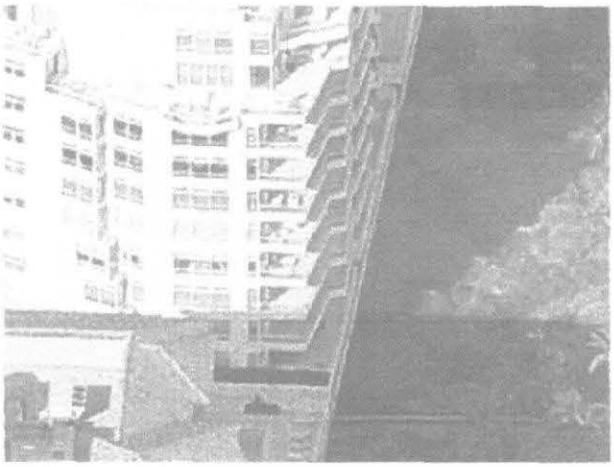
Direct: (954) 760-4916
Fax: (954) 761-8475
cty@trippscott.com

EXHIBIT 5

ZILLOW LIST

Zillow

2494 S Ocean Blvd APT C5, Boca Raton, FL 33432



Sold on 5/6/13:

$1,600,000

Zestimate® $2,125,592

Est. Mortgage $5,364/mo

Bedrooms:	3 beds
Bathrooms:	4 baths
Single Family:	3,764 sq ft
Lot:	43,560 sq ft
Year Built:	1996
Last Sold:	May 2013 for $1,600,000
Heating Type:	Other

Description

ESTATE SALE. Renovated and updated residence, located in the SE corner of the south tower, has one of the most desirable locations in the building. Private elevator comes directly into a private entry and secured foyer. Transitionally contemporary interiors are accented with neutral marble flooring throughout all the walkway areas, with carpeted bedrooms. Direct east, south, and west views of the ocean. Full living room...

Cooling	Parking	Basement Type
Central	Garage - Attached	Unknown
Fireplace	**Floor Covering**	**Attic**
Unknown	Unknown	Unknown

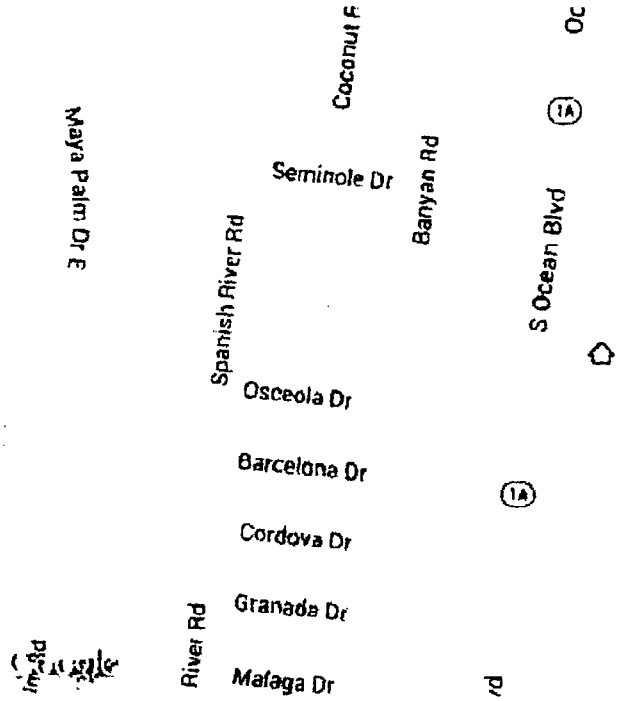
Other

Appliances Included
Dishwasher, Dryer, Microwave, Range / Oven, Refrigerator, Washer

Covered Parking Spaces	**Laundry**	**Parcel #**
0	In Unit	[illegible]
Price/sqft	**Roof Type**	**Structure Type**
$425	Other	Other

Unit Count	View	Zillow Home ID
1	Water	46731264

Map

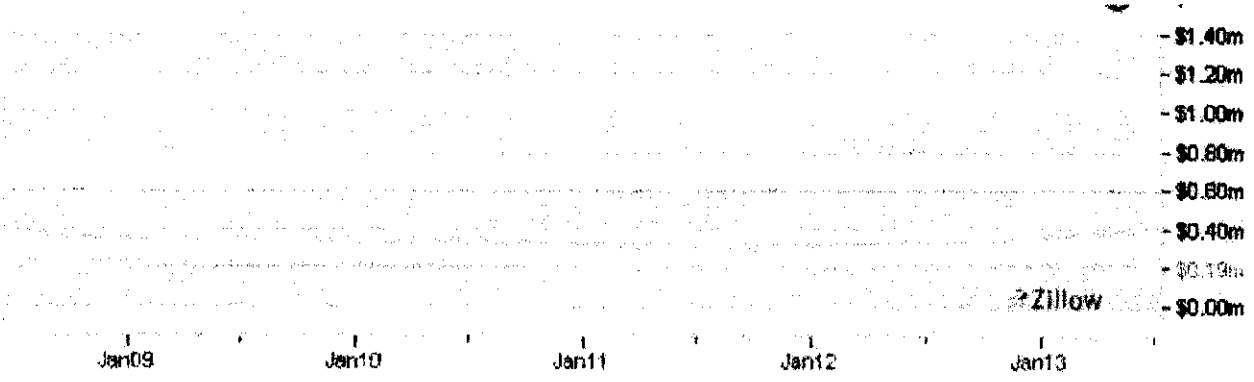


Zestimates

	Value	Range	30-day change	$/sqft	Last updated
Zestimate	$2,125,592	$1.81M – $2.51M	+$89,350	$564	07/11/2013
Rent Zestimate	$7,579/mo	$5.1K – $14K/mo	-$427	$2.01	07/08/2013

Owner tools

Market guide Zillow predicts 33432 home values will increase 3.4% next year compared to a 3% increase for Boca Raton as a whole. Among 33432



This home

Price History

Date	Description	Price	Change	$/sqft	Source
05/06/2013	Sold	$1,600,000	-20.0%	$425	Public Record
04/13/2013	Listing removed	$1,999,000	--	$531	Nestler Poletto Sotheby's International Realty
09/30/2012	Price change	$1,999,000	-8.9%	$531	Nestler Poletto Sotheby's International Realty
02/01/2012	Listed for sale	$2,195,000	37.2%	$583	Nestler Poletto Sotheby's International Realty
07/13/2004	Sold	$1,600,000	--	$425	Public Record

Tax History

Year	Property taxes	Change	Tax assessment	Change
2012	$22,883	15.1%	$1,127,500	10.0%

[redacted]

TO REORDER CALL 954-846-9399

RECYCLED PAPER

LEGAL OFFICE PRODUCTS & SUPPLIES ON ALL-STATE LEGAL CATALOG SINCE 1977

IN THE CIRCUIT COURT OF THE FIFTEEN JUDICIAL CIRCUIT

IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: THE ESTATE OF

SIMON BERNSTEIN,

Deceased

_____/

CASE NO. 2012CP004391 IX

MOTION TO SET HEARING

COPY
SOUTH COUNTY BRANCH OFFICE
ORIGINAL RECEIVED
JUL 15 2013
SHARON R. BOCK
CLERK & COMPTROLLER
PALM BEACH COUNTY

ELIOT IVAN BERNSTEIN, PRO SE

PETITIONER,

V.

TESCHER & SPALLINA, P.A., (AND ALL PARTNERS, ASSOCIATES AND OF COUNSEL), ROBERT L. SPALLINA (BOTH PERSONALLY & PROFESSIONALLY), DONALD R. TESCHER (BOTH PERSONALLY & PROFESSIONALLY), THEODORE STUART BERNSTEIN, *AS PERSONAL REPRESENTATIVES ET AL., TRUSTEES*, SUCCESSOR TRUSTEES AND ESTATE COUNSEL AND JOHN AND JANE DOES,

RESPONDENTS.

_____/

MOTION TO RESPOND TO THE PETITIONS BY THE RESPONDENTS

NOW COMES the undersigned, Pro Se Petitioner Eliot Ivan Bernstein, and hereby moves for an Order of this Court requiring the Respondents to respond to the Petitions filed by Petitioner on May 06, 2013 and June 26, 2013 and already timely served to the Respondents, within 20 days from service of this Motion to Respond to the Respondents. Petitioner being Pro se was not

aware to include and had not included Notice to provide response within certain days to be included with the Petitions. Hence this motion is filed.

THEREFORE, the undersigned respectfully requests that this Court grant an Order requiring the Respondents to respond to the Petitions filed by Petitioner on May 06, 2013 and June 26, 2013 and already timely served on the Respondents, within 20 days from service of this Motion.

Dated: Palm Beach County, FL

July 15, , 2013

X

Eliot [illegible]n, Pro Se
2753 NW 34th St.
Boca Raton, FL 33434
(561) 245-8588

PROOF OF SERVICE BY MAIL

I, Eliot Ivan Bernstein, the Petitioner, certify that I served this notice by mailing a copy to:

Respondents
Robert L. Spallina, Esq.
Tescher & Spallina, P.A.
Boca Village Corporate Center I
4855 Technology Way
Suite 720
Boca Raton, FL 33431
Donald Tescher, Esq.
Tescher & Spallina, P.A.
Boca Village Corporate Center I
4855 Technology Way
Suite 720
Boca Raton, FL 33431

Theodore Stuart Bernstein
880 Berkley Street
Boca Raton, FL 33487

Interested Parties and Trustees for Beneficiaries

Lisa Sue Friedstein
2142 Churchill Lane
Highland Park IL 60035

Jill Marla Iantoni
2101 Magnolia Lane
Highland Park, IL 60035

Pamela Beth Simon
950 North Michigan Avenue
Suite 2603
Chicago, IL 60611

and depositing the same in the U.S. Priority Mail on the 15th day of July 2013, with proper postage prepaid.

Date July 15th, 2013

Eliot Ivan Bernstein, Pro Se

[redacted]

10

[redacted]

TO REORDER CALL 954-846-9399

RECYCLED PAPER

LEGAL
OFFICE PRODUCTS & SUPPLIES
ON ALL-STATE LEGAL COMPANY
SINCE 1977

IN THE CIRCUIT COURT OF THE FIFTEEN JUDICIAL CIRCUIT

IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: THE ESTATE OF CASE NO. 2012CP004391 IX

SIMON BERNSTEIN,

Deceased

_____/

ELIOT IVAN BERNSTEIN, PRO SE

PETITIONER,

V.

TESCHER & SPALLINA, P.A., (AND ALL PARTNERS, ASSOCIATES AND OF COUNSEL), ROBERT L. SPALLINA (BOTH PERSONALLY & PROFESSIONALLY), DONALD R. TESCHER (BOTH PERSONALLY & PROFESSIONALLY), THEODORE STUART BERNSTEIN, AS PERSONAL REPRESENTATIVES ET AL., TRUSTEES, SUCCESSOR TRUSTEES AND ESTATE COUNSEL AND JOHN AND JANE DOES,

RESPONDENTS.

_____/

MOTION TO: CONSIDER IN ORDINARY COURSE THE EMERGENCY PETITION TO FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SIMON BERNSTEIN AND MORE FILED BY PETITIONER

PLEASE TAKE NOTICE that upon the accompanying affirmation; Pro Se Petitioner Eliot Ivan Bernstein will move this Court before the Honorable Judge David E. French, Circuit Judge, at

The Fifteenth Judicial Circuit at 200 West Atlantic Ave. Delray Beach, FL 33444, at a date and time to be determined by the Court, for an order to consider in ordinary course the Renewed Emergency Petition filed on May 29th, 2013, Docket #28 by the Petitioner to freeze Estate Assets, appoint new personal representatives, investigate forged and fraudulent documents submitted to the court and other interested parties, rescind signature of Eliot Bernstein in Estate of Simon and more and for such other relief as the Court may find just and proper.

Dated: Palm Beach County, FL

_____, 2013

X _____
Eliot I. Bernstein
2753 NW 34th St.
Boca Raton, FL 33434
(561) 245-8588

To: Respondents
Served Priority Mail to:

Respondents

Robert L. Spallina, Esq.
Tescher & Spallina, P.A.
Boca Village Corporate Center I
4855 Technology Way
Suite 720
Boca Raton, FL 33431

Donald Tescher, Esq.
Tescher & Spallina, P.A.
Boca Village Corporate Center I
4855 Technology Way
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Theodore Stuart Bernstein
880 Berkley Street
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Interested Parties and Trustees for Beneficiaries

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Jill Marla Iantoni
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Pamela Beth Simon
950 North Michigan Avenue
Suite 2603
Chicago, IL 60611

Eliot Ivan Bernstein
2753 NW 34th St.
Boca Raton, FL 33434

IN THE CIRCUIT COURT OF THE FIFTEEN JUDICIAL CIRCUIT

IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: THE ESTATE OF CASE NO. 2012CP004391 IX

SIMON BERNSTEIN,

Deceased

_____/

ELIOT IVAN BERNSTEIN, PRO SE

PETITIONER,

V.

TESCHER & SPALLINA, P.A., (AND ALL PARTNERS, *ASSOCIATES AND OF COUNSEL*), *ROBERT L.* SPALLINA (BOTH PERSONALLY & PROFESSIONALLY), DONALD R. TESCHER (BOTH PERSONALLY & PROFESSIONALLY), THEODORE STUART BERNSTEIN, AS PERSONAL REPRESENTATIVES ET AL., TRUSTEES, SUCCESSOR TRUSTEES AND ESTATE COUNSEL AND JOHN AND JANE DOES,

RESPONDENTS.

_____/

MOTION TO: CONSIDER IN ORDINARY COURSE THE EMERGENCY PETITION TO FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SIMON BERNSTEIN AND MORE FILED BY PETITIONER

I, Eliot I. Bernstein, make the following affirmation under penalties of perjury:

I, Eliot I. Bernstein, am the pro se petitioner in the above entitled action, and respectfully move this court to issue an order to consider in ordinary course the Renewed Emergency Petition

filed by the Petitioner to freeze Estate Assets, appoint new personal representatives, investigate forged and fraudulent documents submitted to the court and other interested parties, rescind signature of Eliot Bernstein in Estate of Simon and more and for such other relief as the Court may find just and proper.

The reasons why I am entitled to the relief I seek are the following:

I. INTRODUCTION:

1. That on May 29, 2013, this Petitioner had filed a Renewed Emergency Petition to freeze Estate Assets, appoint new personal representatives, investigate forged and fraudulent documents submitted to the court and other interested parties, rescind signature of Eliot Bernstein in Estate of Simon and more.

2. That on 30th May 2013, the Honorable Judge David E. French gave a judgment on the Emergency Petition stating that "Motion is hereby denied as an Emergency, the moving party is directed to address said Motion in the ordinary course"- **Exhibit 1**

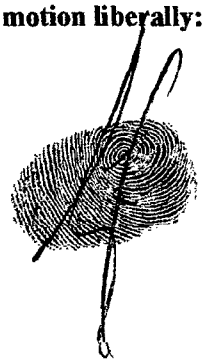
II. ARGUMENT:

1. **To consider the Renewed Emergency Petition filed by Petitioner in ordinary course:**

   As per order of Court this Petitioner intends to proceed with the petition in ordinary course and requests this court to consider the Renewed Emergency Petition in ordinary course.

2. **To construe this Pro Se motion liberally:**

   i. **Relevant Law:**

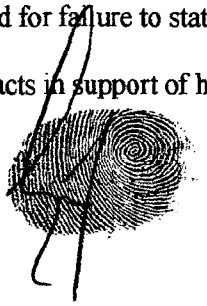


Judiciary Act of September 24, 1789, Section 342, FIRST CONGRESS, Sess. 1, ch.20, 1789 states that:

> "Pleadings of the Plaintiff SHALL NOT BE dismissed for lack of form or failure of process. All the pleadings are as any reasonable man/woman would understand, and:
> "'And be it further enacted. That no summons, writ, declaration, return, process, judgment, or other proceedings in civil cases in any of the courts or the United States, shall be abated, arrested, quashed or reversed, for any defect or want of form, but the said courts respectively shall proceed and give judgment according as the right of the cause and matter in law shall appear unto them, without regarding any imperfections, defects or want of form in such writ, declaration, or other pleading, returns process, judgment, or course of proceeding whatsoever, except those only in cases of demurrer, which the party demurring shall specially sit down and express together with his demurrer as the cause thereof. And the said courtsively shall and may, by virtue of this act, from time to time, amend all and every such imperfections, defects and wants of form, other than those only which the party demurring shall express as aforesaid, and may at any, time, permit either of the parties to amend any defect in the process of pleadings upon such conditions as the said courts respectively shall in their discretion, and by their rules prescribe (a)'"

Court errs if court dismisses pro se litigant without instructions of how pleadings are deficient and how to repair pleadings. *Plaskey v CIA*, 953 F .2nd 25

It is settled law that the allegations of such a complaint, "however inartfully pleaded" are held "to less stringent standards than formal pleadings drafted by lawyers, see *Haines v. Kerner*, 404 U.S. 519, 520 (1972). See also *Maclin v. Paulson*, 627 F.2d 83, 86 (CA7 1980); *French v. Heyne*, 547 F.2d 994, 996 (CA7 1976); *Estelle v. Gamble*, 429 U.S.97, 106 (1976). Such a complaint should not be dismissed for failure to state a claim unless it appears beyond doubt that the plaintiff can prove no set of facts in support of his claim which would entitle him to relief.



Haines, supra, at 520-521. And, of course, the allegations of the complaint are generally taken as true for purposes of a motion to dismiss. *Cruz v. Beto*, 405 U.S. 319, 322 (1972).

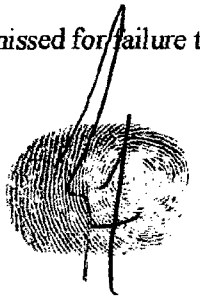
Recognizing that transsubstantive pleading standards do not sufficiently account for the capability differential between represented and unrepresented litigants, the Supreme Court fashioned a rule of special solicitude for pro se pleadings. See Robert Bacharach & Lyn Entzeroth, Judicial Advocacy in Pro Se Litigation: A Return to Neutrality, 42 IND. L.REV. 19, 22-26 (2009)

The Court granted such leniency, or "liberal construction," to pro se pleadings against the backdrop of Conley v. Gibson's undemanding "no set of facts" standard. See *Conley v. Gibson*, 355 U.S. 41, 45-46 (1957) "[A] complaint should not be dismissed for failure to state a claim unless it appears beyond doubt that the plaintiff can prove no set of facts in support of his claim which would entitle him to relief.", abrogated by *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 561-63 (2007). This standard epitomized the notice-pleading regime envisioned by the drafters of the Federal Rules, who emphasized discovery as the stage at which a claim's true merit would come to light, rather than pleading. See *Christopher M. Fairman*, The Myth of Notice Pleading, 45 *ARIZ. L. REV. 987, 990 (2003)*.

ii. <u>Discussion:</u>

In this action, the Petitioner appears Pro se. Hence, this motion should be construed liberally. It should not be dismissed for failure to state a claim. It should be decided on true merit, rather than pleading.

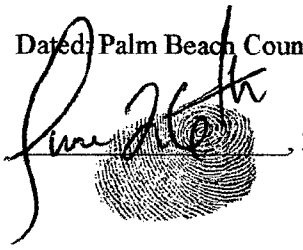
III. Prayer for Relief



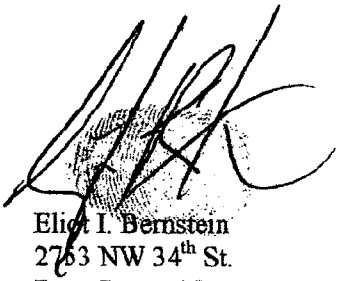
WHEREFORE, for the reasons set forth in detail herein, Petitioner respectfully requests that this Court in the interest of justice consider in ordinary course the Renewed Emergency Petition filed by the Petitioner to freeze Estate Assets, appoint new personal representatives, investigate forged and fraudulent documents submitted to the court and other interested parties, rescind signature of Eliot Bernstein in Estate of Simon and more and grant such other relief as the Court may find just and proper.

Respectfully submitted,

Dated: Palm Beach County, FL



_____, 2013



Eliot I. Bernstein
2753 NW 34th St.
Boca Raton, FL 3343
(561) 245-8588

Exhibit 1

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IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NUMBER: 2012CP004391 IX

IN RE: THE ESTATE OF
SIMON BERNSTEIN,
Deceased,
_____/

ORDER DENYING RENEWED EMERGENCY PETITION TO: FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SHIRLEY BERNSTEIN AND MORE

THIS CAUSE submitted to the Court on May 30, 2013 the Renewed Emergency Petition to: Freeze Estate Assets, Appoint New Personal Representatives, Investigate Forged and Fraudulent Documents Submitted to the Court and other Interested Parties, Rescind Signature of Eliot Bernstein in *Estate of Shirley Bernstein and More*, filed May 29, 2013, and the Court having fully reviewed said Motion, and the Court file, it is hereby

ORDERED AND ADJUDGED that said Motion is hereby DENIED as an Emergency, the moving party is directed to address said Motion in the ordinary course.

DONE AND ORDERED in West Palm Beach, Palm Beach County, Florida this 30th day of May, 2013.

SIGNED & DATED
MAY 30 2013
CIRCUIT JUDGE
DAVID E. FRENCH

CIRCUIT JUDGE DAVID E. FRENCH

Copies to:

Peter M. Feaman, Esquire
3615 W. Boynton Beach Blvd.
Boynton Beach, Fl. 33436

Eliot Bernstein
2753 34th St.
Boca Raton, FL 33434

Robert L. Spallina, Esquire
4855 Technology Way, Suite 720
Boca Raton, Fl. 33431

IN THE CIRCUIT COURT OF THE FIFTEEN JUDICIAL CIRCUIT

IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: THE ESTATE OF	*CASE NO. 2012CP004391 IX*
SIMON BERNSTEIN,	MOTION TO SET HEARING
Deceased	

_____/

ELIOT IVAN BERNSTEIN, PRO SE

PETITIONER,

V.

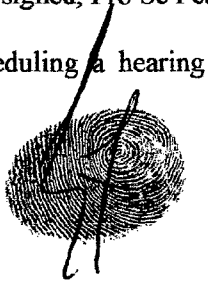
TESCHER & SPALLINA, P.A., (AND ALL PARTNERS, ASSOCIATES AND OF COUNSEL), ROBERT L. SPALLINA (BOTH PERSONALLY & PROFESSIONALLY), DONALD R. TESCHER (BOTH PERSONALLY & *PROFESSIONALLY), THEODORE STUART BERNSTEIN,* AS PERSONAL REPRESENTATIVES ET AL., TRUSTEES, SUCCESSOR TRUSTEES AND ESTATE COUNSEL AND JOHN AND JANE DOES,

RESPONDENTS.

_____/

MOTION TO SET HEARING FOR AN ORDER ON PETITIONER'S MOTION CONSIDER IN ORDINARY COURSE THE EMERGENCY PETITION TO FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SIMON BERNSTEIN AND MORE

NOW COMES the undersigned, Pro Se Petitioner Eliot Ivan Bernstein, and hereby moves for an Order of this Court scheduling a hearing on his Motion to consider in ordinary course the



Renewed Emergency Petition filed by the Petitioner to freeze Estate Assets, appoint new personal representatives, investigate forged and fraudulent documents submitted to the court and other interested parties, rescind signature of Eliot Bernstein in Estate of Simon and more, which was filed with this court on May 29th, 2013, Docket #28.

THEREFORE, the undersigned respectfully requests that this Court grant an Order for a hearing on his Motion consider the Renewed Emergency Motion in ordinary course.

Dated: Palm Beach County, FL

_____, 2013

Eliot Bernstein
2753 NW 34th St.
Boca Raton, FL 33434
(561) 245-8588

Served Priority Mail to:

Respondents

Robert L. Spallina, Esq.
Tescher & Spallina, P.A.
Boca Village Corporate Center I
4855 Technology Way
Suite 720
Boca Raton, FL 33431

Donald Tescher, Esq.
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Pamela Beth Simon
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Suite 2603
Chicago, IL 60611

Eliot Ivan Bernstein
2753 NW 34th St.
Boca Raton, FL 33434

[redacted]

9

[redacted]

TO REORDER CALL 954-846-9399

RECYCLED PAPER

LEGAL OFFICE PRODUCTS & SUPPLIES ON ALL-STATE LEGAL COMPANY SINCE 1977

*** FILED: PALM BEACH COUNTY, FL SHARON BOCK, CLERK. ***

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON BERNSTEIN File No. 502012CP004391IZXXXXSB

Deceased.

INVENTORY

The undersigned co-personal representatives of the estate of SIMON BERNSTEIN, deceased, who died on September 13, 2012, and whose social security number is XXX-XX-5211, submits this inventory of all the property of the estate, that has come into the hands, possession, control, or knowledge of these personal representatives:

REAL ESTATE IN FLORIDA – Exempt (Protected) Homestead:

Description
NONE

REAL ESTATE IN FLORIDA – Non-Exempt Homestead:

Description	Estimated Fair Market Value
NONE	

(Whether homestead property is exempt from the claims of creditors, whether it is properly devised and whether it is a probate asset may have to be determined by appropriate proceedings.)

OTHER REAL ESTATE IN FLORIDA:

Description	Estimated Fair Market Value
NONE	$
Total Real Estate in Florida – Except Exempt (Protected) Homestead	$

Bar Form No. P-5.0100
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Reviewed October 1, 1998

Estate of Simon Bernstein
File No. 502012CP004391IZXXXX SB
INVENTORY

PERSONAL PROPERTY WHEREVER LOCATED:

Description	Estimated Fair Market Value
Legacy Bank of Florida - Acct. Ending 2587	$384.25
Wells Fargo - Acct. Ending 1945	1,599.49
Sabadell Bank - Acct. Ending 9414	15,153.18
LIC Holdings, Inc. (33% ownership)	UNDETERMINED
Furniture, furnishings, household goods and personal effects	51,135.00
Jewelry	$ 63,205.00
TOTAL OF ALL PERSONAL PROPERTY AND FLORIDA REAL ESTATE	$ 131,476.92

All real estate located outside the State of Florida owned by the decedent of which the personal representative is aware, if any, is described on a schedule attached hereto. [If none, so indicate]

NONE

NOTICE: Each residuary beneficiary in a testate estate or heir in an intestate estate has the right to request a written explanation of how the inventory value of any asset was determined, including whether the personal representative obtained an independent appraisal for that asset and from whom the appraisal was obtained. Any other beneficiary may request this information regarding all assets distributed to or proposed to be distributed to that beneficiary.

Bar Form No. P-3.0100
© Florida Lawyers Support Services, Inc.
Reviewed October 1, 1998

Under penalties of perjury, I declare that I have read the foregoing, and the facts alleged are true to the best of my knowledge and belief.

Signed on this 11 day of June, 2013.

ROBERT L. SPALLINA, Esq.
Attorney for Personal Representative
Florida Bar No. 497381
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Telephone: (561) 997-7008
Primary: rspallina@tescherspallina.com
Secondary: kmoran@tescherspallina.com

ROBERT L. SPALLINA, Co-Personal Representative

DONALD R. TESCHER, Co-Personal Representative

[redacted]

8

[redacted]

TO REORDER CALL 954-846-9399

RECYCLED PAPER

LEGAL

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NUMBER: 2012CP004391 IX

IN RE: THE ESTATE OF
SIMON BERNSTEIN,
Deceased,
_____/

ORDER DENYING RENEWED EMERGENCY PETITION TO: FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SHIRLEY BERNSTEIN AND MORE

THIS CAUSE, submitted to the Court on May 30, 2013 the Renewed Emergency Petition to: Freeze Estate Assets, Appoint New Personal Representatives, Investigate Forged and Fraudulent Documents Submitted to the Court and other Interested Parties, Rescind Signature of Eliot Bernstein in Estate of Shirley Bernstein and More, filed May 29, 2013, and the Court having fully reviewed said Motion, and the Court file, it is hereby

ORDERED AND ADJUDGED that said Motion is hereby DENIED as an Emergency, the moving party is directed to address said Motion in the ordinary course.

DONE AND ORDERED in West Palm Beach, Palm Beach County, Florida this 30th day of May, 2013.

SIGNED & DATED
MAY 30 2013
CIRCUIT JUDGE
DAVID E. FRENCH

CIRCUIT JUDGE DAVID E. FRENCH

Copies to:

Peter M. Feaman, Esquire
3615 W. Boynton Beach Blvd.
Boynton Beach, Fl. 33436

Eliot Bernstein
2753 34th St.
Boca Raton, FL 33434

Robert L. Spallina, Esquire
4855 Technology Way, Suite 720
Boca Raton, Fl. 33431

TO REORDER CALL 954-846-9399

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LEGAL OFFICE PRODUCTS & SUPPLIES an ALL-STATE LEGAL company

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON BERNSTEIN,

FILE NO. 502012CP004391XXXXSB

DECEASED

HON. DAVID E. FRENCH

ELIOT IVAN BERNSTEIN, PRO SE

RENEWED EMERGENCY PETITION

PETITIONER,

V.

TESCHER & SPALLINA, P.A., (AND ALL PARTNERS, ASSOCIATES AND OF COUNSEL), ROBERT L. SPALLINA (BOTH PERSONALLY & PROFESSIONALLY), DONALD R. TESCHER (BOTH PERSONALLY & PROFESSIONALLY), THEODORE STUART BERNSTEIN, AS PERSONAL REPRESENTATIVES ET AL., TRUSTEES, SUCCESSOR TRUSTEES AND ESTATE COUNSEL AND JOHN AND JANE DOES,

RESPONDENTS.

RENEWED EMERGENCY PETITION TO: FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SHIRLEY BERNSTEIN AND MORE – PROOF OF SERVICE TO ALL INTERESTED PARTIES SERVED IN ACCORDANCE WITH THIS COURT ORDER

This Entire Petition is written, filed upon the knowledge, information and belief of Eliot Ivan Bernstein ("Petitioner"):

1. That in compliance with this Court's Order dated May 08, 2013 the original "EMERGENCY PETITION TO: FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SHIRLEY BERNSTEIN AND MORE." [1] has been served to all Respondents and interested parties/persons to whom the Petition is directed, *Theodore Bernstein, Pamela Simon, Jill Iantoni and Lisa Friedstein and as* Trustees for their children .
2. That on May 14th 2013 Proof of Service on all Respondents and interested parties/persons of the original Emergency Petition was filed with the Court and Petitioner now moves this Court to adjudicate this Renewed Emergency Petition immediately as to prevent further alleged Criminal Activity and theft of *assets of the estate to cease.*
3. That during such time that this Court has requested proper service of the Petition, it has come to Petitioner's attention that assets of the estate are being sold or otherwise disbursed of without proper notification to Petitioner and Interested Parties by the Respondents.
4. *That the Court and all Officers of the Court handling this matter have been* requested to Sign a Conflict of Interest Disclosure ("COI") that was attached in the original Emergency Motion and where prior to ANY decisions or orders or rulings or pleadings submitted by any Officer of the Court, Petitioner is requesting a signed COI to ensure fair and impartial due process.
5. That it has come to the attention of Petitioner that the Justices handling the estates of Simon and Shirley Bernstein are different and that the Justices handling the cases are signing orders in each other's case and Petitioner

[1] A Copy of the original Petition served on the Respondents and Interest parties and this Court is again provided herein for this Court, at the Court Clerk's request and an additional $200.00 in printing and copying costs.

requests clarification as to who is adjudicating each case and who will be signing orders in each case. This has also confused both the Court Clerks and the Justices assistants and delayed this Emergency Petition from being heard by the Court, again allowing more time for Respondents to continue perpetrating Fraud on this Court and more.

—Under penalties of perjury, I declare that I have read the foregoing, and the facts alleged are true, to the best of my knowledge and belief.

Dated: 2013

Respectfully submitted,

Eliot I. Bernstein, Pro Se
2753 NW 34th St.
Boca Raton, FL 33434
(561) 245-8588

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON BERNSTEIN,

FILE NO. 502012CP004391XXXXSB

DECEASED

PROOF OF SERVICE OF: RENEWED EMERGENCY PETITION TO: FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SHIRLEY BERNSTEIN AND MORE – PROOF OF SERVICE TO ALL INTERESTED PARTIES SERVED IN ACCORDANCE WITH THIS COURT ORDER

I CERTIFY that on May 29, 2013 a copy of the "RENEWED EMERGENCY PETITION TO: FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL *REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS* SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SHIRLEY BERNSTEIN AND MORE – PROOF OF SERVICE TO ALL INTERESTED PARTIES SERVED IN ACCORDANCE WITH THIS COURT ORDER" was mailed by United States Priority Mail to the entities on the attachment hereto.

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true, to the best of my knowledge and belief.

Signed on May 29, 2013

By: _____

Eliot I. Bernstein, Pro Se
2753 NW 34th St.
Boca Raton, FL 33434
(561) 245-8588

Sent Priority Mail on May 29, 2013 to:

Respondents

Robert L. Spallina, Esq.
Tescher & Spallina, P.A.
Boca Village Corporate Center I
4855 Technology Way
Suite 720
Boca Raton, FL 33431

Donald Tescher, Esq.
Tescher & Spallina, P.A.
Boca Village Corporate Center I
4855 Technology Way
Suite 720
Boca Raton, FL 33431

Theodore Stuart Bernstein
880 Berkley Street
Boca Raton, FL 33487

Interested Parties and Trustees for Beneficiaries

Lisa Sue Friedstein
2142 Churchill Lane
Highland Park IL 60035

Jill Marla Iantoni
2101 Magnolia Lane
Highland Park, IL 60035

Pamela Beth Simon
950 North Michigan Avenue
Suite 2603
Chicago, IL 60611

[redacted]

6

[redacted]

TO REORDER CALL 954-846-9399

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GTS LEGAL

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON BERNSTEIN,

FILE NO. 502012CP004391XXXXSB

DECEASED

PROOF OF SERVICE OF EMERGENCY PETITION TO: FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SHIRLEY BERNSTEIN AND MORE

I CERTIFY that on May 06, 2013 and May 14, 2013, a copy of the "**EMERGENCY PETITION TO: FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SHIRLEY BERNSTEIN AND MORE**" was mailed by United States Priority Mail to the entities on the attachment hereto.

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true, to the best of my knowledge and belief.

Signed on May 14, 2013

By: _____
Eliot I. Bernstein, Pro Se
2753 NW 34th St.
Boca Raton, FL 33434
(561) 245-8588

Sent Priority Mail on May 06, 2013 to:

Robert L. Spallina, Esq.
Tescher & Spallina, P.A.
Boca Village Corporate Center I
4855 Technology Way
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Donald Tescher, Esq.
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Theodore Stuart Bernstein
880 Berkley Street
Boca Raton, FL 33487

Sent Priority Mail on May 14, 2013 to:

Lisa Sue Friedstein
2142 Churchill Lane
Highland Park IL 60035

Jill Marla Iantoni
2101 Magnolia Lane
Highland Park, IL 60035

Pamela Beth Simon
950 North Michigan Avenue
Suite 2603
Chicago, IL 60611

Following are proof of service receipts from the United States Post Office Service Center:

[redacted]

5

[redacted]

TO REORDER CALL 954-846-9399

RECYCLED PAPER

LEGAL OFFICE PRODUCTS & SUPPLIES AN ALLSTATE LEGAL COMPANY SINCE 1977

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA
PROBATE /GUARDIANSHIP DIVISION "IY"

CASE NO. 502012CP004391XXXXSB

IN RE: **THE ESTATE OF**
SIMON BERNSTEIN,
Deceased.
_____/

AMENDED ORDER DENYING EMERGENCY PETITION TO: FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SHIRLEY BERNSTEIN AND MORE

(This Amended Order replaces the original order entered by this court on May 8, 2013)

UPON CONSIDERATION of the Emergency Petition to: Freeze Estate Assets, Appoint New Personal Representatives, Investigate Forged and Fraudulent Documents Submitted to the Court and other Interested Parties, Rescind Signature of Eliot Bernstein in Estate of Shirley Bernstein and More, it is hereby

ORDERED AND ADJUDGED that the Emergency Petition is hereby **Denied** as an emergency. The Respondent, Eliot Bernstein, is required to serve his petition properly and in accordance with the Rules of Procedure on all interested parties/persons to whom his petition is directed. No further action will be taken on this matter until the foregoing is complied with.

DONE AND ORDERED in chambers, at Delray Beach, Palm Beach County, Florida this 8th day of May, 2013.

_____
MARTIN H. COLIN
Circuit Court Judge

Copies furnished:
Robert L. Spallina, Esquire
4855 Technology Way, Suite 720
Boca Raton, Fl. 33431

Eliot Bernstein, Pro Se
2753 NW 34th Street
Boca Raton, Fl. 33434

TO REORDER CALL 954-846-9399

RECYCLED PAPER

LEGAL

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA
PROBATE /GUARDIANSHIP DIVISION "IY"

CASE NO. 502012CP004391XXXXSB

IN RE: **THE ESTATE OF**
SIMON BERNSTEIN,
Deceased.
_____/

ORDER DENYING EMERGENCY PETITION TO: FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SHIRLEY BERNSTEIN AND MORE

UPON CONSIDERATION of the Emergency Petition to: Freeze Estate Assets, Appoint New Personal Representatives, Investigate Forged and Fraudulent Documents Submitted to the Court and other Interested Parties, Rescind Signature of Eliot Bernstein in Estate of Shirley Bernstein and More, it is hereby

ORDERED AND ADJUDGED that the Emergency Petition is hereby **Denied** as an emergency. This matter may be set in the ordinary course.

DONE AND ORDERED in chambers, at Delray Beach, Palm Beach County, Florida this 8th day of May, 2013.

MARTIN H. COLIN
Circuit Court Judge
JUDGE MARTIN H. COLIN

Copies furnished:
Peter M. Feaman, Esquire
3615 W. Boynton Beach Blvd.
Boynton Beach, Fl. 33436

Robert L. Spallina, Esquire
4855 Technology Way, Suite 720
Boca Raton, Fl. 33431

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA
PROBATE /GUARDIANSHIP DIVISION "IY"

CASE NO. 502011CP000653XXXXSB

IN RE: **THE ESTATE OF**
SHIRLEY BERNSTEIN,
Deceased.
_____/

ORDER DENYING EMERGENCY PETITION TO: FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SHIRLEY BERNSTEIN AND MORE

UPON CONSIDERATION of the Emergency Petition to: Freeze Estate Assets, Appoint New Personal Representatives, Investigate Forged and Fraudulent Documents Submitted to the Court and other Interested Parties, Rescind Signature of Eliot Bernstein in Estate of Shirley Bernstein and More, it is hereby

ORDERED AND ADJUDGED that the Emergency Petition is hereby **Denied** as an emergency. The Respondent, Eliot Bernstein, is required to serve his petition properly and in accordance with the Rules of Procedure on all interested parties/persons to whom his petition is directed. No further action will be taken on this matter until the foregoing is complied with.

DONE AND ORDERED in chambers, at Delray Beach, Palm Beach County, Florida this 8th day of May, 2013.

MARTIN H. COLIN
Circuit Court Judge JUDGE MARTIN H. COLIN

Copies furnished:
Robert L. Spallina, Esquire
Attorney for Simon L. Berstein
4855 Technology Way, Suite 720
Boca Raton, Fl. 33431

Eliot Bernstein, Pro Se
2753 NW 34th Street
Boca Raton, Fl. 33434

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN,

FILE NO. 502011CP000653XXXXSB

DECEASED

PROOF OF SERVICE OF EMERGENCY PETITION TO: FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SHIRLEY BERNSTEIN AND MORE

I CERTIFY that on May 06, 2013 and May 14, 2013, a copy of the "**EMERGENCY PETITION TO: FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SHIRLEY BERNSTEIN AND MORE**" was mailed by United States Priority Mail to the entities on the attachment hereto.

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true, to the best of my knowledge and belief.

Signed on May 17, 2013

By:

Eliot I. Bernstein, Pro Se
2753 NW 34th St.
Boca Raton, FL 33434
(561) 245-8588

TO REORDER CALL 954-846-9399

RECYCLED PAPER

LEGAL
OFFICE PRODUCTS & SUPPLIES
SINCE 1977

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SIMON BERNSTEIN,

FILE NO. 502012CP004391XXXXSB

Deceased

AND

IN RE: ESTATE OF PROBATE DIVISION

FILE NO. 502011CP000653XXXXSB

SHIRLEY BERNSTEIN,

Deceased

PROOF OF SERVICE OF EMERGENCY PETITION TO: FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES, INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SHIRLEY BERNSTEIN AND MORE

I CERTIFY that on May 06, 2013, a copy of the attached notice of **PROOF OF SERVICE OF *EMERGENCY PETITION TO: FREEZE ESTATE ASSETS, APPOINT NEW PERSONAL REPRESENTATIVES,* INVESTIGATE FORGED AND FRAUDULENT DOCUMENTS SUBMITTED TO THIS COURT AND OTHER INTERESTED PARTIES, RESCIND SIGNATURE OF ELIOT BERNSTEIN IN ESTATE OF SHIRLEY BERNSTEIN AND MORE** was mailed by United States Registered or Certified Mail, return receipt requested, postage prepaid, to the entities on the attachment hereto.

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true, to the best of my knowledge and belief.

Signed on May 06, 2013

By: _____
Eliot I. Bernstein
2753 NW 34th St
Boca Raton, FL 33434
(561) 245-8588

TO REORDER CALL 954-846-9399

RECYCLED PAPER

LEGAL

SIMON L. BERNSTEIN

AMENDED AND RESTATED TRUST AGREEMENT

Prepared by:

Tescher & Spallina, P.A.
4855 Technology Way, Suite 720, Boca Raton, Florida 33431
(561) 997-7008
www.tescherspallina.com

LAW OFFICES
TESCHER & SPALLINA, P.A.

SIMON L. BERNSTEIN

AMENDED AND RESTATED TRUST AGREEMENT

This Amended and Restated Trust Agreement is dated this 25 day of July, 2012, and is between SIMON L. BERNSTEIN, of Palm Beach County, Florida referred to in the first person, as settlor, and SIMON L. BERNSTEIN, of Palm Beach County, Florida and SIMON L. BERNSTEIN's successors, as trustee (referred to as the "***Trustee***," which term more particularly refers to all individuals and entities serving as trustee of a trust created hereunder during the time of such service, whether alone or as co-trustees, and whether originally serving or as a successor trustee).

WHEREAS, on May 20, 2008, I created and funded the SIMON L. BERNSTEIN TRUST AGREEMENT (the "***Trust Agreement,***" which reference includes any subsequent amendments of said trust agreement);

WHEREAS, Paragraph A. of Article I. of said Trust Agreement provides, inter alia, that during my lifetime I shall have the right at any time and from time to time by an instrument, in writing, delivered to the Trustee to amend or revoke said Trust Agreement, in whole or in part.

NOW, THEREFORE, I hereby amend and restate the Trust Agreement in its entirety and the Trustee accepts and agrees to perform its duties and obligations in accordance with the following amended provisions. Notwithstanding any deficiencies in execution or other issues in regard to whether any prior version of this Trust Agreement was a valid and binding agreement or otherwise created an effective trust, this amended and restated agreement shall constitute a valid, binding and effective trust agreement and shall amend and succeed all prior versions described above or otherwise predating this amended and restated Trust Agreement.

ARTICLE I. DURING MY LIFE AND UPON MY DEATH

A. **Rights Reserved**. I reserve the right (a) to add property to this trust during my life or on my death, by my Will or otherwise; (b) to withdraw property held hereunder; and (c) by separate written instrument delivered to the Trustee, to revoke this Agreement in whole or in part and otherwise modify or amend this Agreement.

B. **Payments During My Life**. If income producing property is held in the trust during my life, the Trustee shall pay the net income of the trust to me or as I may direct. However, during any periods while I am Disabled, the Trustee shall pay to me or on my behalf such amounts of the net income and principal of the trust as is proper for my Welfare. Any income not so paid shall be added to principal.

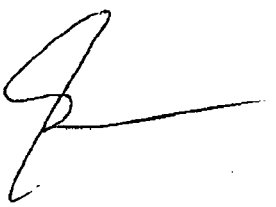
C. **Upon My Death**. Upon my death the Trustee shall collect and add to the trust all amounts due to the trust under any insurance policy on my life or under any death benefit plan and all property added to the trust by my Will or otherwise. After paying or providing for the payment from the augmented trust of all current charges and any amounts payable under the later paragraph captioned "Death Costs," the Trustee shall hold the trust according to the following provisions.

ARTICLE II. AFTER MY DEATH

A. **Disposition of Tangible Personal Property**. If any non-business tangible personal property other than cash (including, but not limited to, my personal effects, jewelry, collections, household furnishings, and equipment, and automobiles) is held in the trust at the time of my death, such items shall be promptly distributed by the Trustee of the trust to such person or persons, including my estate, as to the item or items or proportion specified, as I may appoint, and to the extent that any such items are not disposed of by such appointment, such items shall be disposed of by the Trustee of the trust in exactly the same manner as such items would have been disposed of under the terms and provisions of my Will (including any Codicil thereto, or what the Trustee in good faith believes to be such Will and Codicil) had such items been included in my probate estate. Any such items which are not effectively disposed of pursuant to the preceding sentence shall pass with the other trust assets.

B. **Disposition of Trust Upon My Death**. Upon my death, the remaining assets in this trust shall be divided among and held in separate Trusts for my then living grandchildren. Each of my grandchildren for whom a separate trust is held hereunder shall hereinafter be referred to as a "***beneficiary***" with the separate Trusts to be administered as provided in Subparagraph II.C.

C. **Trusts for Beneficiaries**. The Trustee shall pay to the beneficiary and the beneficiary's children, such amounts of the net income and principal of such beneficiary's trust as is proper for the Welfare of such individuals. Any income not so paid shall be added to principal each year. After a beneficiary has reached any one or more of the following birthdays, the beneficiary may withdraw the principal of his or her separate trust at any time or times, not to exceed in the aggregate 1/3 in value after the beneficiary's 25th birthday, 1/2 in value (after deducting any amount previously subject to withdrawal but not actually withdrawn) after the beneficiary's 30th birthday, and the balance after the beneficiary's 35th birthday, provided that the withdrawal powers described in this sentence shall not apply to any grandchild of mine as beneficiary of a separate trust. The value of each trust shall be its value as of the first exercise of each withdrawal right, plus the value of any subsequent addition as of the date of addition. The right of withdrawal shall be a privilege which may be exercised only voluntarily and shall not include an involuntary exercise. If a beneficiary dies with assets remaining in his or her separate trust, upon the beneficiary's death the beneficiary may appoint his or her trust to or for the benefit of one or more of any of my lineal descendants (excluding from said class, however, such beneficiary and such beneficiary's creditors, estate, and creditors of such beneficiary's estate). Any part of his or her trust such beneficiary does not effectively appoint shall upon his or her death be divided among and held in separate Trusts for the following persons:



1. for his or her lineal descendants then living, *per stirpes*; or

2. if he or she leaves no lineal descendant then living, *per stirpes* for the lineal descendants then living of his or her nearest ancestor (among me and my lineal descendants) with a lineal descendant then living.

A trust for a lineal descendant of mine shall be held under this paragraph, or if a trust is then so held, shall be added to such trust.

D. Termination of Small Trust. If at any time after my death in the opinion of the Trustee a separate trust holds assets of a value of less than $50,000.00 and is too small to justify the expense of its retention, and termination of such trust is in the best interests of its current income beneficiary, the Trustee in its discretion may terminate such trust and pay it to said beneficiary.

E. Contingent Gift. If at any time property of these Trusts is not disposed of under the other provisions of this Agreement, it shall be paid, as a gift made hereunder, to such persons and in such shares as such property would be distributed if I had then owned such property and had then died solvent, unmarried and intestate domiciled in the State of Florida, according to the laws of inheritance of the State of Florida then in effect.

F. Protective Provision. No beneficiary of any trust herein created shall have any right or power to anticipate, transfer, pledge, sell, alienate, assign or encumber in any way his or her interest in the income or principal of such trust. Furthermore, no creditor shall have the right to attach, lien, seize or levy upon the interest of a beneficiary in this trust (other than myself) and such interest shall not be liable for or subject to the debts, liabilities or obligations of any such beneficiary or any claims against such beneficiary (whether voluntarily or involuntarily created), and the Trustee shall pay directly to or for the use or benefit of such beneficiary all income and principal to which such beneficiary is entitled, notwithstanding that such beneficiary has executed a pledge, assignment, encumbrance or in any other manner alienated or transferred his or her beneficial interest in the trust to another. This paragraph shall not preclude the effective exercise of any power of appointment granted herein or the exercise of any disclaimer.

G. Maximum Duration. Regardless of anything in this Agreement to the contrary, no trust interest herein created shall continue beyond three hundred sixty (360) years after the date of creation of this Agreement, nor shall any power of appointment be exercised in such manner so as to delay vesting of any trust beyond such period. Immediately prior to the expiration of such period, all such trusts then in existence shall terminate, and the assets thereof shall be distributed outright and in fee to then beneficiaries of the current income and in the proportions in which such persons are the beneficiaries, and if such proportions cannot be ascertained, then equally among such beneficiaries.

ARTICLE III. GENERAL

A. **Disability**. Subject to the following Subparagraph captioned "Subchapter S Stock," while any beneficiary is Disabled, the Trustee shall pay to him or her only such portion of the income to which he or she is otherwise entitled as is proper for his or her Welfare, and any income not so paid shall be added to the principal from which derived. While any beneficiary is Disabled, income or principal payable to him or her may, in the discretion of the Trustee, be paid directly to him or her, without the intervention of a guardian, directly to his or her creditors or others for his or her sole benefit or to an adult person or an eligible institution (including the Trustee) selected by the Trustee as custodian for a minor beneficiary under the Uniform Transfers to Minors Act or similar law. The receipt of such payee is a complete release to the Trustee.

B. **Timing of Income Distributions**. The Trustee shall make required payments of income at least quarterly.

C. **Substance Abuse**.

1. In General. If the Trustee reasonably believes that a beneficiary (other than myself)of any trust:

a. routinely or frequently uses or consumes any illegal substance so as to be physically or psychologically dependent upon that substance, or

b. is clinically dependent upon the use or consumption of alcohol or any other legal drug or chemical substance that is not prescribed by a board certified medical doctor or psychiatrist in a current program of treatment supervised by such doctor or psychiatrist,

and if the Trustee reasonably believes that as a result the beneficiary is unable to care for himself or herself, or is unable to manage his or her financial affairs, all mandatory distributions (including distributions upon termination of the trust) to the beneficiary, all of the beneficiary's withdrawal rights, and all of the beneficiary's rights to participate in decisions concerning the removal and appointment of Trustees will be suspended. In that event, the following provisions of this Subparagraph III.C will apply.

2. Testing. The Trustee may request the beneficiary to submit to one or more examinations (including laboratory tests of bodily fluids) determined to be appropriate by a board certified medical doctor and to consent to full disclosure to the Trustee of the results of all such examinations. The Trustee shall maintain strict confidentiality of those results and shall not disclose those results to any person other than the beneficiary without the prior written permission of the beneficiary. The Trustee may totally or partially suspend all distributions otherwise required or permitted to be made to that beneficiary until the beneficiary consents to the examination and disclosure to the Trustee.

3. Treatment. If, in the opinion of the examining doctor, the examination indicates current or recent use of a drug or substance as described above, the examining doctor will determine an appropriate method of treatment for the beneficiary (for example, counseling or treatment on an

in-patient basis in a rehabilitation facility) that is acceptable to the Trustee. If the beneficiary consents to the treatment, the Trustee shall pay the costs of treatment directly to the provider of those services from the distributions suspended under this Subparagraph III.C.

4. Resumption of Distributions. The Trustee may resume other distributions to the beneficiary (and the beneficiary's other suspended rights will be restored) when, in the case of use or consumption of an illegal substance, examinations indicate no such use for 12 months and, in all cases, when the Trustee in its discretion determines that the beneficiary is able to care for himself or herself and is able to manage his or her financial affairs.

5. Disposition of Suspended Amounts. When other distributions to the beneficiary are resumed, the remaining balance, if any, of distributions that were suspended may be distributed to the beneficiary at that time. If the beneficiary dies before distribution of those suspended amounts, the Trustee shall distribute the balance of the suspended amounts to the persons who would be the alternate takers of that beneficiary's share (or takers through the exercise of a power of appointment) as otherwise provided in this Trust Agreement.

6. Exoneration. No Trustee (or any doctor retained by the Trustee) will be responsible or liable to anyone for a beneficiary's actions or welfare. The Trustee has no duty to inquire whether a beneficiary uses drugs or other substances as described in this Subparagraph III.C. The Trustee (and any doctor retained by the Trustee) is to be indemnified from the trust estate and held harmless from any liability of any nature in exercising its judgment and authority under this Subparagraph III.C, including any failure to request a beneficiary to submit to medical examination, and including a decision to distribute suspended amounts to a beneficiary.

7. Tax Savings Provision. Despite the provisions of this Subparagraph III.C, the Trustee cannot suspend any mandatory distributions or withdrawal rights that are required for that trust to become or remain a Qualified Subchapter S Trust (unless the Trustee elects for the trust to be an Electing Small Business Trust), or to qualify for any federal transfer tax exemption, deduction, or exclusion allowable with respect to that trust.

D. Income on Death of Beneficiary. Subject to the later paragraph captioned "Subchapter S Stock," and except as otherwise explicitly provided herein, upon the death of any beneficiary, all accrued or undistributed income of such deceased beneficiary's trust shall pass with the principal of his or her trust but shall remain income for trust accounting purposes.

E. Definitions. In this Agreement,

1. Children, Lineal Descendants. The terms "***child***," "***children***," "***grandchild***," "***grandchildren***" and "***lineal descendant***" mean only persons whose relationship to the ancestor designated is created entirely by or through (a) legitimate births occurring during the marriage of the joint biological parents to each other, (b) children born of female lineal descendants, and (c) children and their lineal descendants arising from surrogate births and/or third party donors when (i) the child is

raised from or near the time of birth by a married couple (other than a same sex married couple) through the pendency of such marriage, (ii) one of such couple is the designated ancestor, and (iii) to the best knowledge of the Trustee both members of such couple participated in the decision to have such child. No such child or lineal descendant loses his or her status as such through adoption by another person. Notwithstanding the foregoing, for all purposes of this Trust and the dispositions made hereunder, my children, TED S. BERNSTEIN, PAMELA B. SIMON, ELIOT BERNSTEIN, JILL IANTONI and LISA S. FRIEDSTEIN, shall be deemed to have predeceased me as I have adequately provided for them during my lifetime.

2. Code. "***Code***" means the Internal Revenue Code of 1986, as amended, and in referring to any particular provision of the Code, includes a reference to any equivalent or successor provision of a successor federal tax law.

3. Disabled. "***Disabled***" or being under "***Disability***" means, as to any applicable individual: (1) being under the age of 21 years, (2) having been adjudicated by a court of competent jurisdiction as mentally or physically incompetent or unable to manage his or her own property or personal affairs (or a substantially similar finding under applicable state or national law), or (3) being unable to properly manage his or her personal or financial affairs, or a trust estate hereunder as to a Trustee hereunder, because of a mental or physical impairment (whether temporary or permanent in nature). A written certificate executed by an individual's attending physician or attending psychiatrist confirming that person's impairment will be sufficient evidence of Disability under item (3) above, and all persons may rely conclusively on such a certificate.

4. Education. The term "***education***" herein means vocational, primary, secondary, preparatory, theological, college and professional education, including post-graduate courses of study, at educational institutions or elsewhere, and expenses relating directly thereto, including tuition, books and supplies, room and board, and travel from and to home during school vacations. It is intended that the Trustee liberally construe and interpret references to "education," so that the beneficiaries entitled to distributions hereunder for education obtain the best possible education commensurate with their abilities and desires.

5. Needs and Welfare Distributions. Payments to be made for a person's ***"Needs"*** means payments necessary for such person's health (including lifetime residential or nursing home care), education, maintenance and support. Payments to be made for a person's ***"Welfare"*** means discretionary payments by the Trustee, from time to time, for such person's Needs and also for such person's advancement in life (including assistance in the purchase of a home or establishment or development of any business or professional enterprise which the Trustee believes to be reasonably sound), happiness and general well-being. However, the Trustee, based upon information reasonably available to it, shall make such payments for a person's Needs or Welfare only to the extent such person's income, and funds available from others obligated to supply funds for such purposes (including, without limitation, pursuant to child support orders and agreements), are insufficient in its opinion for such purposes, and shall take into account such person's accustomed manner of living, age, health, marital status and any other factor it considers important. Income or principal to be paid for a person's Needs or Welfare may be paid to

such individual or applied by the Trustee directly for the benefit of such person. The Trustee may make a distribution or application authorized for a person's Needs or Welfare even if such distribution or application substantially depletes or exhausts such person's trust, without any duty upon the Trustee to retain it for future use or for other persons who might otherwise benefit from such trust.

6. Per Stirpes. In a division "***per stirpes***" each generation shall be represented and counted whether or not it has a living member.

7. Related or Subordinate Party. A "***Related or Subordinate Party***" to a trust describes a beneficiary of the subject trust or a related or subordinate party to a beneficiary of the trust as the terms "related or subordinate party" are defined under Code Section 672(c).

8. Spouse. A person's "***spouse***" includes only a spouse then married to and living as husband and wife with him or her, or a spouse who was married to and living as husband and wife with him or her at his or her death. The following rules apply to each person who is a beneficiary or a permissible appointee under this Trust Agreement and who is married to a descendant of mine. Such a person will cease to be a beneficiary and will be excluded from the class of permissible appointees upon:

a. the legal termination of the marriage to my descendant (whether before or after my death), or

b. the death of my descendant if a dissolution of marriage proceeding was pending when he or she died.

The trust will be administered as if that person had died upon the happening of the terminating event described above.

9. Gender, Number. Where appropriate, words of any gender include all genders and the singular and plural are interchangeable.

F. Powers of Appointment. Property subject to a power of appointment shall be paid to, or retained by the Trustee or paid to any trustee under any will or trust agreement for the benefit of, such one or more permissible appointees, in such amounts and proportions, granting such interests, powers and powers of appointment, and upon such conditions including spendthrift provisions as the holder of such power (i) in the case of a power exercisable upon the death of such holder, appoints in his or her will or in a trust agreement revocable by him or her until his or her death, or (ii) in the case of a power exercisable during the life of such holder, appoints in a written instrument signed by such holder, two witnesses and a notary public, but in either case only if such will, trust agreement, or instrument specifically refers to such power.

G. Limitations on Powers of Trustee. Regardless of anything herein to the contrary, no Trustee shall make or participate in making any distribution of income or principal of a trust to or for the benefit of a beneficiary which would directly or indirectly discharge any legal obligation of such

Trustee or a donor of such trust (as an individual, and other than myself as donor) to support such beneficiary; and no Trustee (other than myself) shall make or participate in making any discretionary distribution of income or principal to or for the benefit of himself or herself other than for his or her Needs, including by reason of a determination to terminate a trust described herein. For example, if a Trustee (other than myself) has the power to distribute income or principal to himself or herself for his or her own Welfare, such Trustee (the "restricted Trustee") shall only have the power to make or participate in making a distribution of income or principal to the restricted Trustee for the restricted Trustee's Needs, although any co-Trustee who is not also a restricted Trustee may make or participate in making a distribution of income or principal to the restricted Trustee for such restricted Trustee's Welfare without the participation or consent of said restricted Trustee.

H. **Presumption of Survivorship**. If any person shall be required to survive another person in order to take any interest under this Agreement, the former person shall be deemed to have predeceased the latter person, if such persons die under circumstances which make it difficult or impracticable to determine which one died first.

I. **Governing Law**. This Agreement is governed by the law of the State of Florida.

J. **Other Beneficiary Designations**. Except as otherwise explicitly and with particularity provided herein, (a) no provision of this trust shall revoke or modify any beneficiary designation of mine made by me and not revoked by me prior to my death under any individual retirement account, other retirement plan or account, or annuity or insurance contract, (b) I hereby reaffirm any such beneficiary designation such that any assets held in such account, plan, or contract shall pass in accordance with such designation, and (c) regardless of anything herein to the contrary, any of such assets which would otherwise pass pursuant to this trust due to the beneficiary designation not having met the requirements for a valid testamentary disposition under applicable law or otherwise shall be paid as a gift made hereunder to the persons and in the manner provided in such designation which is incorporated herein by this reference.

K. **Release of Medical Information**.

1. Disability of Beneficiary. Upon the written request of a Trustee (with or without the concurrence of co-Trustees) issued to any current income or principal beneficiary (including discretionary beneficiaries and myself if a beneficiary) for whom a determination of Disability is relevant to the administration of a trust hereunder and for whom a Trustee (with or without the concurrence of co-Trustees) desires to make such a determination, such beneficiary shall issue to all Trustees (who shall be identified thereon both by name to the extent known and by class description) a valid authorization under the Health Insurance Portability and Accountability Act of 1996 and any other applicable or successor law authorizing all health care providers and all medical sources of such requested beneficiary to release protected health information of the requested beneficiary to all Trustees that is relevant to the determination of the Disability of the requested beneficiary as Disability is defined hereunder. The period of each such valid authorization shall be for six months (or the earlier death of the requested

beneficiary). If such beneficiary (or his or her legal representative if such beneficiary is a minor or legally disabled) refuses within thirty days of receipt of the request to provide a valid authorization, or at any time revokes an authorization within its term, the Trustee shall treat such beneficiary as Disabled hereunder until such valid authorization is delivered.

2. Disability of Trustee. Upon the request to a Trustee that is an individual by (a) a co-Trustee, or if none, (b) the person or entity next designated to serve as a successor Trustee not under legal incapacity, or if none, (c) any adult current income or principal beneficiary not under legal incapacity, or in any event and at any time (d) a court of competent jurisdiction, such Trustee shall issue to such person and all persons, courts of competent jurisdiction, and entities (who shall be identified thereon both by name to the extent known and by class description), with authority hereunder to determine such requested Trustee's Disability, a valid authorization under the Health Insurance Portability and Accountability Act of 1996 and any other applicable or successor law authorizing all health care providers and all medical sources of such requested Trustee to release protected health information of the requested Trustee to such persons, courts and entities, that is relevant to the determination of the Disability of the requested Trustee as Disability is defined hereunder. The period of each such valid authorization shall be for six months (or the earlier death or resignation of the requested Trustee). If such requested Trustee refuses within thirty days of receipt of the request to deliver a valid authorization, or at any time revokes an authorization within its term, such requested Trustee shall thereupon be treated as having resigned as Trustee hereunder.

3. Ability to Amend or Revoke. The foregoing provisions of this paragraph shall not constitute a restriction on myself to amend or revoke the terms of this trust instrument under paragraph I.A hereof, provided I otherwise have legal capacity to do so.

4. Authorization to Issue Certificate. All required authorizations under this paragraph shall include the power of a physician or psychiatrist to issue a written certificate to the appropriate persons or entities as provided in Subparagraph III.E.3 hereof.

ARTICLE IV. FIDUCIARIES

A. **Powers of the Trustee**. During my life except while I am Disabled, the Trustee shall exercise all powers provided by law and the following powers, other than the power to retain assets, only with my written approval. While I am Disabled and after my death, the Trustee shall exercise said powers without approval, provided that the Trustee shall exercise all powers in a fiduciary capacity.

1. Investments. To sell or exchange at public or private sale and on credit or otherwise, with or without security, and to lease for any term or perpetually, any property, real and personal, at any time forming a part of the trust estate (the "***estate***"); to grant and exercise options to buy or sell; to invest or reinvest in real or personal property of every kind, description and location; and to receive and retain any such property whether originally a part of any trust herein created or subsequently acquired, even if the Trustee is personally interested in such property, and without liability for any

decline in the value thereof; all without limitation by any statutes or judicial decisions whenever enacted or announced, regulating investments or requiring diversification of investments, it being my intention to give the broadest investment powers and discretion to the Trustee. Any bank, trust company, or other corporate trustee serving hereunder as Trustee is authorized to invest in its own common trust funds.

2. Special Investments. The Trustee is expressly authorized (but not directed) to retain, make, hold, and dispose of investments not regarded as traditional for trusts, including interests or investments in privately held business and investment entities and enterprises, including without limitation stock in closely held corporations, limited partnership interests, joint venture interests, mutual funds, business trust interests, and limited liability company membership interests, notwithstanding (a) any applicable prudent investor rule or variation thereof, (b) common law or statutory diversification requirements (it being my intent that no such duty to diversify shall exist) (c) a lack of current cash flow therefrom, (d) the presence of any risk or speculative elements as compared to other available investments (it being my intent that the Trustee have sole and absolute discretion in determining what constitutes acceptable risk and what constitutes proper investment strategy), (e) lack of a reasonable rate of return, (f) risks to the preservation of principal, (g) violation of a Trustee's duty of impartiality as to different beneficiaries (it being my intent that no such duty exists for this purpose), and (h) similar limitations on investment under this Agreement or under law pertaining to investments that may or should be made by a Trustee (including without limitation the provisions of Fla.Stats. §518.11 and successor provisions thereto that would characterize such investmentsas forbidden, imprudent, improper or unlawful). The Trustee shall not be responsible to any trust created hereunder or the beneficiaries thereof for any loss resulting from any such authorized investment, including without limitation loss engendered by the higher risk element of that particular entity, investment, or enterprise, the failure to invest in more conservative investments, the failure to diversify trust assets, the prudent investor rule or variant thereof. Notwithstanding any provisions for distributions to beneficiaries hereunder, if the Trustee determines that the future potential investment return from any illiquid or closely held investment asset warrants the retention of that investment asset or that sufficient value could not be obtained from the sale or other disposition of an illiquid or closely held investment asset, the Trustee is authorized to retain that asset and if necessary reduce the distributions to beneficiaries due to lack of sufficient liquid or marketable assets. However, the preceding provisions of this Subparagraph shall not be exercised in a manner as to jeopardize the availability of the estate tax marital deduction for assets passing to or held in the a trust for my surviving spouse or that would otherwise qualify for the estate tax marital deduction but for such provisions, shall not override any express powers hereunder of my surviving spouse to demand conversion of unproductive property to productive property, or reduce any income distributions otherwise required hereunder for a trust held for the benefit of my surviving spouse or a "qualified subchapter S trust" as that term is defined in Code Section 1361(d)(3).

3. Distributions. To make any division or distribution pro rata or non-pro rata, in cash or in kind, and to allocate undivided interests in property and dissimilar property (without regard to its tax basis) to different shares.

4. Management. To manage, develop, improve, partition or change the character of an asset or interest in property at any time; and to make ordinary and extraordinary repairs, replacements, alterations and improvements, structural or otherwise.

5. Borrowing. To borrow money from anyone on commercially reasonable terms, including entities owned in whole or in part by the trust, a Trustee, beneficiaries and other persons who may have a direct or indirect interest in a Trust; and to mortgage, margin, encumber and pledge real and personal property of a trust as security for the payment thereof, without incurring any personal liability thereon and to do so for a term within or extending beyond the terms of the trust and to renew, modify or extend existing borrowing on similar or different terms and with the same or different security without incurring any personal liability; and such borrowing from a Trustee may be with or without interest, and may be secured with a lien on trust assets.

6. Lending. To extend, modify or waive the terms of any obligation, bond or mortgage at any time forming a part of a trust and to foreclose any such mortgage; accept a conveyance of encumbered property, and take title to the property securing it by deed in lieu of foreclosure or otherwise and to satisfy or not satisfy the indebtedness securing said property; to protect or redeem any such property from forfeiture for nonpayment of taxes or other lien; generally, to exercise as to such bond, obligation or mortgage all powers that an absolute owner might exercise; and to loan funds to beneficiaries at commercially reasonable rates, terms and conditions.

7. Abandonment of Property. To abandon any property or asset when it is valueless or so encumbered or in such condition that it is of no benefit to a trust. To abstain from the payment of taxes, liens, rents, assessments, or repairs on such property and/or permit such property to be lost by tax sale, foreclosure or other proceeding or by conveyance for nominal or no consideration to anyone including a charity or by escheat to a state; all without personal liability incurred therefor.

8. Real Property Matters. To subdivide, develop or partition real estate; to purchase or sell real property and to enter into contracts to do the same; to dedicate the same to public use; to make or obtain the location of any plats; to adjust boundaries; to adjust differences in valuations on exchange or partition by giving or receiving consideration; and, to grant easements with or without consideration as the fiduciaries may determine; and to demolish any building, structures, walls and improvements, or to erect new buildings, structures, walls and improvements and to insure against fire and other risks; and to protect and conserve, or to lease, or to encumber, or otherwise to manage and dispose of real property to the extent such power is not otherwise granted herein or otherwise restricted herein.

9. Claims. To enforce, compromise, adjust, arbitrate, release or otherwise settle or pay any claims or demands by or against a trust.

10. Business Entities. To deal with any business entity or enterprise even if a Trustee is or may be a fiduciary of or own interests in said business entity or enterprise, whether operated in the form of a corporation, partnership, business trust, limited liability company, joint venture, sole

proprietorship, or other form (all of which business entities and enterprises are referred to herein as "***Business Entities***"). I vest the Trustee with the following powers and authority in regard to Business Entities:

a. To retain and continue to operate a Business Entity for such period as the Trustee deems advisable;

b. To control, direct and manage the Business Entities. In this connection, the Trustee, in its sole discretion, shall determine the manner and extent of its active participation in the operation and may delegate all or any part of its power to supervise and operate to such person or persons as the Trustee may select, including any associate, partner, officer or employee of the Business Entity;

c. To hire and discharge officers and employees, fix their compensation and define their duties; and similarly to employ, compensate and discharge agents, attorneys, consultants, accountants, and such other representatives as the Trustee may deem appropriate; including the right to employ any beneficiary or fiduciary in any of the foregoing capacities;

d. To invest funds in the Business Entities, to pledge other assets of a trust as security for loans made to the Business Entities, and to lend funds from a trust to the Business Entities;

e. To organize one or more Business Entities under the laws of this or any other state or country and to transfer thereto all or any part of the Business Entities or other property of a trust, and to receive in exchange such stocks, bonds, partnership and member interests, and such other securities or interests as the Trustee may deem advisable;

f. To treat Business Entities as separate from a trust. In a Trustee's accounting to any beneficiary, the Trustee shall only be required to report the earnings and condition of the Business Entities in accordance with standard business accounting practice;

g. To retain in Business Entities such net earnings for working capital and other purposes of the Business Entities as the Trustee may deem advisable in conformity with sound business practice;

h. To sell or liquidate all or any part of the Business Entities at such time and price and upon such terms and conditions (including credit) as the Trustee may determine. My Trustee is specifically authorised and empowered to make such sale to any person, including any partner, officer, or employee of the Business Entities, a fiduciary, or to any beneficiary; and

i. To guaranty the obligations of the Business Entities, or pledge assets of a trust to secure such a guaranty.

11. Principal and Income. To allocate items of income or expense between income and principal as permitted or provided by the laws of the State of Florida but without limiting the availability of the estate tax marital deduction, provided, unless otherwise provided in this instrument, the Trustee shall establish out of income and credit to principal reasonable reserves for depreciation, obsolescence and depletion, determined to be equitable and fair in accordance with some recognized reasonable and preferably uncomplicated trust accounting principle and; provided, further that the Trustee shall not be required to provide a rate of return on unproductive property unless otherwise provided in this instrument.

12. Life Insurance. With respect to any life insurance policies constituting an asset of a trust, to pay premiums; to apply dividends in reduction of such premiums; to borrow against the cash values thereof; to convert such policies into other forms of insurance, including paid-up insurance; to exercise any settlement options provided in any such policies; to receive the proceeds of any policy upon its maturity and to administer such proceeds as a part of the principal of the Trust; and in general, to exercise all other options, benefits, rights and privileges under such policies.

13. Continuing Power. To continue to have or exercise, after the termination of a trust, in whole or in part, and until final distribution thereof, all title, power, discretions, rights and duties conferred or imposed upon the Trustee by law or by this Agreement or during the existence of the trust.

14. Exoneration. To provide for the exoneration of the Trustee from any personal liability on account of any arrangement or contract entered into in a fiduciary capacity.

15. Agreements. To comply with, amend, modify or rescind any agreement made during my lifetime, including those regarding the disposition, management or continuation of any closely held unincorporated business, corporation, partnership or joint venture, and including the power to complete contracts to purchase and sell real estate.

16. Voting. To vote and give proxies, with power of substitution to vote, stocks, bonds and other securities, or not to vote a security.

17. Combination of Shares. To hold the several shares of a trust or several Trusts as a common fund, dividing the income proportionately among them, to assign undivided interests to the several shares or Trusts, and to make joint investments of the funds belonging to them. For such purposes and insofar as may be practicable, the Trustee, to the extent that division of the trust estate is directed hereby, may administer the trust estate physically undivided until actual division thereof becomes necessary to make distributions. The Trustee may hold, manage, invest and account for whole or fractional trust shares as a single estate, making the division thereof by appropriate entries in the books of account only, and may allocate to each whole or fractional trust share its proportionate part of all receipts and expenses; provided, however, this carrying of several Trusts as a single estate shall not defer the vesting in possession of any whole or fractional share of a trust for the beneficiaries thereof at the times specified herein.

18. Reimbursement. To reimburse itself from a trust for reasonable expenses incurred in the administration thereof.

19. Reliance Upon Communication. To rely, in acting under a trust, upon any letter, notice, certificate, report, statement, document or other paper, or upon any telephone, telegraph, cable, wireless or radio message, if believed by the Trustee to be genuine, and to be signed, sealed, acknowledged, presented, sent, delivered or given by or on behalf of the proper person, firm or corporation, without incurring liability for any action or inaction based thereon.

20. Assumptions. To assume, in the absence of written notice to the contrary from the person or persons concerned, that a fact or an event, by reason of which an interest or estate under a trust shall commence or terminate, does not exist or has not occurred, without incurring liability for any action or inaction based upon such assumption.

21. Service as Custodian. To serve as successor custodian for any beneficiary of any gifts that I may have made under any Transfer to Minors Act, if at the time of my death no custodian is named in the instrument creating the gift.

22. Removal of Assets. The Trustee may remove from the domiciliary state during the entire duration of a trust or for such lesser period as it may deem advisable, any cash, securities or other property at any time in its hands whether principal or not, and to take and keep the same outside the domiciliary state and at such place or places within or outside the borders of the United States as it may determine, without in any event being chargeable for any loss or depreciation to the trust which may result therefrom.

23. Change of Situs. The situs and/or applicable law of any trust created hereunder may be transferred to such other place as the Trustee may deem to be for the best interests of the trust estate. In so doing, the Trustee may resign and appoint a successor Trustee, but may remove such successor Trustee so appointed and appoint others. Each successor Trustee may delegate any and all fiduciary powers, discretionary and ministerial, to the appointing Trustee as its agent.

24. Fiduciary Outside Domiciliary State. In the event the Trustee shall not be able and willing to act as Trustee with respect to any property located outside the domiciliary state, the Trustee, without order of court, may appoint another individual or corporation (including any employee or agent of any appointing Trustee) to act as Trustee with respect to such property. Such appointed Trustee shall have all of the powers and discretions with respect to such property as are herein given to the appointing Trustee with respect to the remaining trust assets. The appointing Trustee may remove such appointed Trustee and appoint another upon ten (10) days notice in writing. All income from such property, and if such property is sold, exchanged or otherwise disposed of, the proceeds thereof, shall be remitted to the appointing Trustee, to be held and administered by it as Trustee hereunder. Such appointed Trustee may employ the appointing Trustee as agent in the administration of such property. No surety shall be required on the bond of the Trustee or agent acting under the provisions of this

paragraph. No periodic court accounting shall be required of such appointed Trustee, it being my intention to excuse any statutory accounting which may ordinarily be required.

25. Additions. To receive and accept additions to the Trusts in cash or in kind from donors, executors, administrators, Trustee or attorneys in fact, including additions of my property by the Trustee or others as my attorneys in fact.

26. Title and Possession. To have title to and possession of all real or personal property held in the Trusts, and to register or hold title to such property in its own name or in the name of its nominee, without disclosing its fiduciary capacity, or in bearer form.

27. Dealing with Estates. To use principal of the Trusts to make loans to my estate, with or without interest, and to make purchases from my estate.

28. Agents. To employ persons, including attorneys, auditors, investment advisers, and agents, even if they are the Trustee or associated with the Trustee, to advise or assist the Trustee in the performance of its administrative duties and to pay compensation and costs incurred in connection with such employment from the assets of the Trust; to act without independent investigation upon their recommendations; and, instead of acting personally, to employ one or more agents to perform any act of administration, whether or not discretionary.

29. Tax Elections. To file tax returns, and to exercise all tax-related elections and options at its discretion, without compensating adjustments or reimbursements between any of the Trusts or any of the trust accounts or any beneficiaries.

B. **Resignation**. A Trustee may resign with or without cause, by giving no less than 30 days advance written notice, specifying the effective date of such resignation, to its successor Trustee and to the persons required and in the manner provided under Fla.Stats. §§736.0705(1)(a) and 736.0109. As to any required recipient, deficiencies in fulfilling the foregoing resignation requirements may be waived in a writing signed by such recipient. Upon the resignation of a Trustee, such Trustee shall be entitled to reimbursement from the trust for all reasonable expenses incurred in the settlement of accounts and in the transfer of assets to his or her successor.

C. **Appointment of Successor Trustee**.

1. Appointment. Upon a Trustee's resignation, or if a Trustee becomes Disabled or for any reason ceases to serve as Trustee, I may appoint any person or persons as successor Trustee, and in default of such appointment by me, ROBERT L. SPALLINA and DONALD R. TESCHER shall serve together as successor co-Trustees, or either of them alone as Trustee if either of them is unable to serve. Notwithstanding the foregoing, if a named Trustee is not a U.S. citizen or resident at the time of commencement of his term as Trustee, such Trustee should give due consideration to declining to serve to avoid potential adverse U.S. income tax consequences by reason of the characterization of a trust

hereunder as a foreign trust under the Code, but shall not be construed to have any duty to so decline if such Trustee desires to serve.

2. Specific Trusts. Notwithstanding the preceding provisions of this Subparagraph IV.C, subsequent to my death I specifically appoint the following person or persons as Trustee of the following Trusts under the following described circumstances provided that the foregoing appointments shall apply when and to the extent that no effective appointment is made below:

a. Trustee of Separate Trusts for My Grandchildren. Each grandchild of mine shall serve as co-Trustee with the immediate parent of such grandchild which parent is also a child of mine as to all separate trusts under which such grandchild is the sole current mandatory or discretionary income beneficiary upon attaining the age of twenty-five (25) years, and shall serve as sole Trustee of such trusts upon attaining the age of thirty-five (35) years. While serving alone as Trustee, a grandchild of mine may designate a co-Trustee that is not a Related or Subordinate Party to serve with such grandchild and such grandchild may remove and/or replace such co-Trustee with another that is not a Related or Subordinate Party from time to time.

b. Trustee of Separate Trusts for My Lineal Descendants Other Than My Grandchildren. In regard to a separate trust held for a lineal descendant of mine other than a grandchild of mine which lineal descendant is the sole current mandatory or discretionary income beneficiary, each such lineal descendant shall serve as co-Trustee, or sole Trustee if the preceding described Trustees cease or are unable to serve or to continue to serve, of his or her separate trust upon attaining age twenty-five (25) years. While serving alone as Trustee, a lineal descendant of mine other than a grandchild of mine may designate a co-Trustee to serve with such lineal descendant and such lineal descendant may remove and/or replace such co-Trustee with another from time to time.

3. Successor Trustees Not Provided For. Whenever a successor Trustee or co-Trustee is required and no successor or other functioning mechanism for succession is provided for under the terms of this Trust Agreement , the last serving Trustee or the last person or entity designated to serve as Trustee of the applicable trust may appoint his or her successor, and if none is so appointed, the following persons shall appoint a successor Trustee (who may be one of the persons making the appointment):

a. The remaining Trustees, if any; otherwise,

b. A majority of the permissible current mandatory or discretionary income beneficiaries, including the natural or legal guardians of any beneficiaries who are Disabled.

A successor Trustee appointed under this subparagraph shall not be a Related or Subordinate Party of the trust. The appointment will be by a written document executed by such person in the presence of two witnesses and acknowledged before a notary public delivered to the appointed Trustee and to me if I am living and not Disabled or in a valid last Will. Notwithstanding the foregoing, a designation under this Subparagraph of a successor trustee to a corporate or entity trustee shall be limited to a corporate or

entity trustee authorized to serve as such under Florida law with assets under trust management of no less than one billion dollars.

4. Power to Remove Trustee. Subsequent to my death, the age 35 or older permissible current mandatory or discretionary income beneficiaries from time to time of any trust established hereunder shall have the power to unanimously remove a Trustee of such trust at any time with or without cause, other than a named Trustee or successor Trustee designated hereunder, or a Trustee appointed by me during my lifetime or under my Will or otherwise at the time of my death, with the successor Trustee to be determined in accordance with the foregoing provisions.

D. Method of Appointment of Trustee. Any such appointment of a successor Trustee by a person shall be made in a written instrument executed by such person in the presence of two witnesses and acknowledged before a notary public which is delivered to such appointed Trustee during the lifetime of the person making such appointment, or any such appointment of a successor Trustee by a person may be made under the last Will of such person.

E. Limitations on Removal and Replacement Power. Any power to remove and/or replace a trustee hereunder that is granted to an individual (including such power when reserved to me) is personal to that individual and may not be exercised by a guardian, power of attorney holder, or other legal representative or agent.

F. Successor Fiduciaries. No Trustee is responsible for, nor has any duty to inquire into, the administration, acts or omissions of any executor, administrator, Personal Representative, or trustee or attorney-in-fact adding property to these Trusts, or of any predecessor Trustee. Each successor Trustee has all the powers, privileges, immunities, rights and title (without the execution of any instrument of transfer or any other act by any retiring Trustee) and all the duties of all predecessors.

G. Liability and Indemnification of Trustee.

1. Liability in General. No individual Trustee (that is, a Trustee that is not a corporation or other entity) shall be liable for any of his or her actions or failures to act as Trustee, even if the individual Trustee is found by a court to have been negligent or in breach of fiduciary duty, except for liability caused by his or her actions or failures to act done in bad faith or with reckless indifference to the purposes of the trust or the interests of the beneficiaries. Each Trustee that is a corporation or other entity will be liable for its actions or failures to act that are negligent or that breach its fiduciary duty, without contribution by any individual Trustee.

2. Indemnification of Trustee. Except in regard to liabilities imposed on a Trustee under Subparagraph IV.G.1, each Trustee shall be held harmless and indemnified from the assets of the trust for any liability, damages, attorney's fees, expenses, and costs incurred as a result of its service as Trustee. A Trustee who ceases to serve for any reason will be entitled to receive reasonable security from the assets of the trust to protect it from liability, and may enforce these provisions for indemnification against the current Trustee or against any assets held in the trust, or if the former Trustee is an individual

and not a corporation or other entity, against any beneficiary to the extent of distributions received by that beneficiary. This indemnification right extends to the estate, personal representatives, legal successors and assigns of a Trustee.

3. Indemnification of Trustee - Additional Provisions. I recognize that if a beneficiary accuses a Trustee of wrongdoing or breach of fiduciary duty, the Trustee may have a conflict of interest that ordinarily would prevent it from paying legal fees and costs from the trust estate to defend itself. I do not want to put a financial burden on any individual named to serve as a Trustee. Just as important, I do not want an individual who has been selected to serve as a Trustee to be reluctant to accept the position, or while serving to be intimidated in the performance of the Trustee's duties because of the threats of lawsuits that might force the Trustee to pay fees and costs from the Trustee's personal resources. For this reason, I deliberately and intentionally waive any such conflict of interest with respect to any individual serving as Trustee so that he or she can hire counsel to defend himself or herself against allegations of wrongdoing or if sued for any reason (whether by a beneficiary or by someone else) and pay all fees and costs for his or her defense from the trust estate until the dispute is resolved. I understand and agree that a court may award, disallow or allocate fees and costs in whole or in part after the dispute is resolved, as provided by law. The Trustee will account for all such fees and costs paid by it as provided by law. This provision shall not apply to any Trustee that is a corporation or other entity.

H. Compensation, Bond. Each Trustee is entitled to be paid reasonable compensation for services rendered in the administration of the trust. Reasonable compensation for a non-individual Trustee will be its published fee schedule in effect when its services are rendered unless otherwise agreed in writing, and except as follows. Any fees paid to a non-individual Trustee for making principal distributions, for termination of the trust, and upon termination of its services must be based solely on the value of its services rendered, not on the value of the trust principal. During my lifetime the Trustee's fees are to be charged wholly against income (to the extent sufficient), unless directed otherwise by me in writing. Each Trustee shall serve without bond.

I. Maintenance of Records. The Trustee shall maintain accurate accounts and records. It shall render annual statements of the receipts and disbursements of income and principal of a trust upon the written request of any adult vested beneficiary of such trust or the guardian of the person of any vested beneficiary and the approval of such beneficiary shall be binding upon all persons then or thereafter interested in such trust as to the matters and transactions shown on such statement. The Trustee may at any time apply for a judicial settlement of any account. No Trustee shall be required to file any statutory or other periodic accountings of the administration of a trust.

J. Interested Trustee. The Trustee may act under this Agreement even if interested in these Trusts in an individual capacity, as a fiduciary of another trust or estate (including my estate) or in any other capacity. The Trustee may in good faith enter into a sale, encumbrance, or other transaction involving the investment or management of trust property for the Trustee's own personal account or which is otherwise affected by a conflict between the Trustee's fiduciary and personal interests, without liability and without being voidable by a beneficiary. The Trustee is specifically authorized to make loans to, to receive loans from, or to sell, purchase or exchange assets in a transaction with (i) the

Trustee's spouse, (ii) the Trustee's children or grandchildren, siblings, parents, or spouses of such persons, (iii) an officer, director, employee, agent, or attorney of the Trustee, or (iv) a corporation, partnership, limited liability company, or other business entity in which the Trustee has a financial interest, provided that in any transaction the trusts hereunder receive fair and adequate consideration in money or money's worth. The Trustee may renounce any interest or expectancy of a trust in, or an opportunity to participate in, specified business opportunities or specified classes or categories of business opportunities that are presented to the Trustee. Such renunciation shall not prohibit the Trustee from participating in the Trustee's individual capacity in such opportunity or expectancy.

K. **Third Parties**. No one dealing with the Trustee need inquire into its authority or its application of property.

L. **Merger of Trusts**. If the Trustee is also trustee of a trust established by myself or another person by will or trust agreement, the beneficiaries to whom income and principal may then be paid and then operative terms of which are substantially the same as those of a trust held under this Agreement, the Trustee in its discretion may merge either such trust into the other trust. The Trustee, in exercising its discretion, shall consider economy of administration, convenience to the beneficiaries, tax consequences and any other factor it considers important. If it is later necessary to reestablish the merged trust as separate trusts, it shall be divided proportionately to the value of each trust at the time of merger.

M. **Multiple Trustees**. If two Trustees are serving at any time, any power or discretion of the Trustees may be exercised only by their joint agreement. Either Trustee may delegate to the other Trustee the authority to act on behalf of both Trustees and to exercise any power held by the Trustees. If more than two Trustees are serving at any time, and unless unanimous agreement is specifically required by the terms of this Trust Agreement, any power or discretion of the Trustees may be exercised only by a majority. The Trustees may delegate to any one or more of themselves the authority to act on behalf of all the Trustees and to exercise any power held by the Trustees. Trustees who consent to the delegation of authority to other Trustees will be liable for the consequences of the actions of those other Trustees as if the consenting Trustees had joined the other Trustees in performing those actions. A dissenting Trustee who did not consent to the delegation of authority to another Trustee and who has not joined in the exercise of a power or discretion cannot be held liable for the consequences of the exercise. A dissenting Trustee who joins only at the direction of the majority will not be liable for the consequences of the exercise if the dissent is expressed in writing delivered to any of the other Trustees before the exercise of that power or discretion.

ARTICLE V. ADDITIONAL TAX AND RELATED MATTERS

A. **GST Trusts**. I direct (a) that the Trustee shall divide any trust to which there is allocated any GST exemption into two separate Trusts (each subject to the provisions hereof) so that the generation-skipping tax inclusion ratio of one such trust is zero, (b) any property exempt from generation-skipping taxation shall be divided as otherwise provided herein and held for the same persons

designated in Trusts separate from any property then also so divided which is not exempt from generation-skipping taxation, and (c) if upon the death of a beneficiary a taxable termination would otherwise occur with respect to any property held in trust for him or her with an inclusion ratio greater than zero, such beneficiary shall have with respect only to such property a power to appoint such fractional share thereof which if included in such beneficiary's gross estate for federal estate tax purposes (without allowing any deduction with respect to such share) would not be taxed at the highest federal estate tax rate and such fractional share of such property shall be distributed to such persons including only such beneficiary's estate, spouse, and issue, as such beneficiary may appoint, and any part of a trust such beneficiary does not effectively appoint shall be treated as otherwise provided for disposition upon his or her death, provided, if upon his or her death two or more Trusts for his or her benefit are directed to be divided among and held or distributed for the same persons and the generation-skipping tax inclusion ratio of any such trust is zero, the amount of any other such Trust to which there is allocated any of such beneficiary's GST exemption shall be added to the Trusts with generation-skipping tax inclusion ratios of zero in equal shares. For purposes of funding any pecuniary payment to which there is allocated any GST exemption, such payment shall be satisfied with cash or property which fairly represents appreciation and depreciation (occurring between the valuation date and the date of distribution) in all of the assets from which such distribution could be made, and any pecuniary payment made before a residual transfer of property to which any GST exemption is allocated shall be satisfied with cash or property which fairly represents appreciation and depreciation (occurring between the valuation date and the date of distribution) in all of the assets from which such pecuniary payment could be satisfied and shall be allocated a pro rata share of income earned by all such assets between the valuation date and the date of payment. Except as otherwise expressly provided herein, the valuation date with respect to any property shall be the date as of which its value is determined for federal estate tax purposes with respect to the transferor thereof, and subject to the foregoing, property distributed in kind in satisfaction of any pecuniary payment shall be selected on the basis of the value of such property on the valuation date. All terms used in this paragraph which are defined or explained in Chapter 13 of the Code or the regulations thereunder shall have the same meaning when used herein. I request (but do not require) that if two or more Trusts are held hereunder for any person, no principal be paid to such person from the Trusts with the lower inclusion ratios for generation-skipping tax purposes unless the trust with the highest inclusion ratio has been exhausted by use, consumption, distribution or otherwise or is not reasonably available. The Trustee is authorized and directed to comply with the provisions of the Treasury Regulations interpreting the generation skipping tax provisions of the Code in severing or combining any trust, creating or combining separate trust shares, allocating GST exemption, or otherwise, as necessary to best accomplish the foregoing allocations, inclusion ratios, combinations, and divisions, including, without limitation, the payment of "appropriate interest" as determined by the Trustee as that term is applied and used in said Regulations.

B. **Individual Retirement Accounts**. In the event that this trust or any trust created under this Agreement is the beneficiary of an Individual retirement account established and maintained under Code Section 408 or a qualified pension, profit sharing or stock bonus plan established and maintained under Code Section 401 (referred to in this paragraph as "IRA"), the following provisions shall apply to such trust:

1. I intend that the beneficiaries of such trust shall be beneficiaries within the meaning of Code Section 401(a)(9) and the Treasury Regulations thereunder. All provisions of such trust shall be construed consistent with such intent. Accordingly, the following provisions shall apply to such trust:

a. No benefits from any IRA may be used or applied for the payment of any debts, taxes or other claims against my estate as set forth in the later paragraph captioned "Taxes", unless other assets of this trust are not available for such payment.

b. In the event that a beneficiary of any trust created under this Agreement has a testamentary general power of appointment or a limited power of appointment over all or any portion of any trust established under this Agreement, and if such trust is the beneficiary of any benefits from any IRA, the beneficiary shall not appoint any part of such trust to a charitable organization or to a lineal descendant of mine (or a spouse of a lineal descendant of mine) who is older than the beneficiary whose life expectancy is being used to calculate distributions from such IRA.

2. The Trustee shall deliver a copy of this Agreement to the custodian of any IRA of which this trust or any trust created under this Agreement is the named beneficiary within the time period prescribed Code Section 401(a)(9) and the Treasury Regulations thereunder, along with such additional items required thereunder. If the custodian of the IRA changes after a copy of this Agreement has been provided pursuant to the preceding sentence, the Trustee shall immediately provide a copy of this Agreement to the new custodian. The Trustee shall request each custodian to complete a receipt of the Agreement and shall attach such receipt to this Agreement. The Trustee shall provide a copy of each amendment of this Agreement to the custodian and shall obtain a receipt of such amendment.

C. **Gift Transfers Made From Trust During My Lifetime**. I direct that all gift transfers made from the trust during my lifetime be treated for all purposes as if the gift property had been first withdrawn by (or distributed to) me and then transferred by me to the donees involved. Thus, in each instance, even where title to the gift property is transferred directly from the name of the trust (or its nominee) into the name of the donee, such transfer shall be treated for all purposes as first a withdrawal by (or distribution of the property to) me followed by a gift transfer of the property to the donee by me as donor, the Trustee making the actual transfer in my behalf acting as my attorney in fact, this paragraph being, to that extent, a power of attorney from me to the Trustee to make such transfer, which power of attorney shall not be affected by my Disability, incompetence, or incapacity.

D. **Gifts**. If I am Disabled, I authorize the Trustee to make gifts from trust property during my lifetime for estate planning purposes, or to distribute amounts to my legally appointed guardian or to my attorney-in-fact for those purposes, subject to the following limitations:

1. Recipients. The gifts may be made only to my lineal descendants or to trusts primarily for their benefit, and in aggregate annual amounts to any one such recipient that do not exceed the exclusion amount provided for under Code Section 2503(b).

2. Trustee Limited. When a person eligible to receive gifts is serving as Trustee, the aggregate of all gifts to that person during the calendar year allowable under the preceding subparagraph 1. shall thereafter not exceed the greater of Five Thousand Dollars ($5,000), or five percent (5%) of the aggregate value of the trust estate. However, gifts completed prior to a recipient's commencing to serve as Trustee shall not be affected by this limitation.

3. Charitable Pledges. The Trustee may pay any charitable pledges I made while I was not Disabled (even if not yet due).

E. Death Costs. If upon my death the Trustee hold any United States bonds which may be redeemed at par in payment of federal estate tax, the Trustee shall pay the federal estate tax due because of my death up to the amount of the par value of such bonds and interest accrued thereon at the time of payment. The Trustee shall also pay from the trust all of my following death costs, but if there is an acting executor, administrator or Personal Representative of my estate my Trustee shall pay only such amounts of such costs as such executor, administrator or Personal Representative directs:

1. my debts which are allowed as claims against my estate,

2. my funeral expenses without regard to legal limitations,

3. the expenses of administering my estate,

4. the balance of the estate, inheritance and other death taxes (excluding generation-skipping transfer taxes unless arising from direct skips), and interest and penalties thereon, due because of my death with respect to all property whether or not passing under my Will or this Agreement (other than property over which I have a power of appointment granted to me by another person, and qualified terminable interest property which is not held in a trust that was subject to an election under Code Section 2652(a)(3) at or about the time of its funding) and life insurance proceeds on policies insuring my life which proceeds are not held under this trust or my probate estate at or by reason of my death), and

5. any gifts made in my Will or any Codicil thereto.

The Trustee may make any such payment either to my executor, administrator or Personal Representative or directly to the proper party. The Trustee shall not be reimbursed for any such payment, and is not responsible for the correctness or application of the amounts so paid at the direction of my executor, administrator, or Personal Representative. The Trustee shall not pay any of such death costs with any asset which would not otherwise be included in my gross estate for federal or state estate or inheritance tax purposes, or with any asset which otherwise cannot be so used, such as property received under a limited power of appointment which prohibits such use. Further, no payment of any such death costs shall be charged against or paid from the tangible personal property disposed of pursuant to the prior paragraph captioned "Disposition of Tangible Personal Property."

F. **Subchapter S Stock**. Regardless of anything herein to the contrary, in the event that after my death the principal of a trust includes stock in a corporation for which there is a valid election to be treated under the provisions of Subchapter S of the Code, the income beneficiary of such a trust is a U.S. citizen or U.S. resident for federal income tax purposes, and such trust is not an "electing small business trust" under Code Section 1361(e)(1) in regard to that corporation, the Trustee shall (a) hold such stock as a substantially separate and independent share of such trust within the meaning of Code Section 663(c), which share shall otherwise be subject to all of the terms of this Agreement, (b) distribute all of the income of such share to the one income beneficiary thereof in annual or more frequent installments, (c) upon such beneficiary's death, pay all accrued or undistributed income of such share to the beneficiary's estate, (d) distribute principal from such share during the lifetime of the income beneficiary only to such beneficiary, notwithstanding any powers of appointment granted to any person including the income beneficiary, and (e) otherwise administer such share in a manner that qualifies it as a "qualified Subchapter S trust" as that term is defined in Code Section 1361(d)(3), and shall otherwise manage and administer such share as provided under this Agreement to the extent not inconsistent with the foregoing provisions of this paragraph.

G. **Residence as Homestead**. I reserve the right to reside upon any real property placed in this trust as my permanent residence during my life, it being the intent of this provision to retain for myself the requisite beneficial interest and possessory right in and to such real property to comply with Section 196.041 of the Florida Statutes such that said beneficial interest and possessory right constitute in all respects "equitable title to real estate" as that term is used in Section 6, Article VII of the Constitution of the State of Florida. Notwithstanding anything contained in this trust to the contrary, for purposes of the homestead exemption under the laws of the State of Florida, my interest in any real property in which I reside pursuant to the provisions of this trust shall be deemed to be an interest in real property and not personalty and shall be deemed my homestead.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Amended and Restated Trust Agreement on the date first above written.

SETTLOR and TRUSTEE:

SIMON L. BERNSTEIN

This instrument was signed by SIMON L. BERNSTEIN in our presence, and at the request of and in the presence of SIMON L. BERNSTEIN and each other, we subscribe our names as witnesses on this 21 day of July, 2012:

Print Name: Robert L. Spallina
Address: 7387 Wisteria Avenue
Parkland, FL 33076

Print Name: Kimberly Moran
Address: 6362 Las Flores Drive
Boca Raton, FL 33433

STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 25 day of July, 2012, by SIMON L. BERNSTEIN.

Signature - Notary Public-State of Florida

Lindsay Baxley
Print, type or stamp name of Notary Public

[Seal with Commission Expiration Date]

NOTARY PUBLIC-STATE OF FLORIDA
Lindsay Baxley
Commission # EE092282
Expires: MAY 10, 2015
BONDED THRU ATLANTIC BONDING CO., INC.

Personally Known _____ or Produced Identification _____

Type of Identification Produced _____

TO REORDER CALL 954-846-9399

RECYCLED PAPER

LEGAL OFFICE PRODUCTS & SUPPLIES ON ALL-STATE LEGAL COMPANY SINCE 1977

WILL OF

SIMON L. BERNSTEIN

Prepared by:

Tescher & Spallina, P.A.
4855 Technology Way, Suite 720, Boca Raton, Florida 33431
(561) 997-7008
www.tescherspallina.com

LAW OFFICES
TESCHER & SPALLINA, P.A.

WILL OF

SIMON L. BERNSTEIN

I, SIMON L. BERNSTEIN, of Palm Beach County, Florida, hereby revoke all my prior Wills and Codicils and make this Will. I am a widower, but in the event that I marry subsequent to the execution of this Will, I specifically make no provision for my spouse. My children are TED S. BERNSTEIN, PAMELA B. SIMON, ELIOT BERNSTEIN, JILL IANTONI and LISA S. FRIEDSTEIN.

ARTICLE I. TANGIBLE PERSONAL PROPERTY

I give such items of my tangible personal property to such persons as I may designate in a separate written memorandum prepared for this purpose. I give to my children who survive me, divided among them as they agree, or if they fail to agree, divided among them by my Personal Representatives in as nearly equal shares as practical my personal effects, jewelry, collections, household furnishings and equipment, automobiles and all other non-business tangible personal property other than cash, not effectively disposed of by such memorandum, and if no child of mine survives me, this property shall pass with the residue of my estate.

ARTICLE II. EXERCISE OF POWER OF APPOINTMENT

Under Subparagraph E.1. of Article II. of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008, (the "***Shirley Trust***"), I was granted a special power of appointment upon my death to direct the disposition of the remaining assets of the Marital Trust and the Family Trust established under the Shirley Trust. Pursuant to the power granted to me under the Shirley Trust, upon my death, I hereby direct the then serving Trustees of the Marital Trust and the Family Trust to divide the remaining trust assets into equal shares for my then living grandchildren and distribute said shares to the then serving Trustees of their respective trusts established under Subparagraph II.B. of my Existing Trust, as referenced below, and administered pursuant to Subparagraph II.C. thereunder.

ARTICLE III. RESIDUE OF MY ESTATE

I give all the residue of my estate, including my homestead, to the Trustee then serving under my revocable Trust Agreement dated May 20, 2008, as amended and restated from time to time and on even date herewith (the "***Existing Trust***"), as Trustee without bond, but I do not exercise any powers of appointment held by me except as provided in Article II., above, and in the later paragraph titled "Death Costs." The residue shall be added to and become a part of the Existing Trust, and shall be held under

the provisions of said Agreement in effect at my death, or if this is not permitted by applicable law or the Existing Trust is not then in existence, under the provisions of said Agreement as existing today. If necessary to give effect to this gift, but not otherwise, said Agreement as existing today is incorporated herein by reference.

ARTICLE IV. PERSONAL REPRESENTATIVES

1. **Appointment and Bond.** I appoint ROBERT L. SPALLINA and DONALD R. TESCHER to serve together as my co-Personal Representatives, or either of them alone as Personal Representative if either of them is unable to serve (the "***fiduciary***"). Each fiduciary shall serve without bond and have all of the powers, privileges and immunities granted to my fiduciary by this Will or by law, provided, however, that my fiduciary shall exercise all powers in a fiduciary capacity.

2. **Powers of Personal Representatives.** My fiduciary may exercise its powers without court approval. No one dealing with my fiduciary need inquire into its authority or its application of property. My fiduciary shall have the following powers:

a. Investments. To sell or exchange at public or private sale and on credit or otherwise, with or without security, and to lease for any term or perpetually, any property, real and personal, at any time forming a part of my probate estate (the "***estate***"); to grant and exercise options to buy or sell; to invest or reinvest in real or personal property of every kind, description and location; and to receive and retain any such property whether originally a part of the estate, or subsequently acquired, even if a fiduciary is personally interested in such property, and without liability for any decline in the value thereof; all without limitation by any statutes or judicial decisions, whenever enacted or announced, regulating investments or requiring diversification of investments.

b. Distributions or Divisions. To distribute directly to any beneficiary who is then entitled to distribution under the Existing Trust; to make any division or distribution pro rata or non-pro rata, in cash or in kind; and to allocate undivided interests in property and dissimilar property (without regard to its tax basis) to different shares, and to make any distribution to a minor or any other incapacitated person directly to such person, to his or her legal representative, to any person responsible for or assuming his or her care, or in the case of a minor to an adult person or an eligible institution (including a fiduciary) selected by my fiduciary as custodian for such minor under the Uniform Transfers to Minors Act or similar provision of law. The receipt of such payee is a complete release to the fiduciary.

c. Management. To manage, develop, improve, partition or change the character of or abandon an asset or interest in property at any time; and to make ordinary and extraordinary repairs, replacements, alterations and improvements, structural or otherwise.

d. Borrowing. To borrow money from anyone on commercially reasonable terms, including a fiduciary, beneficiaries and other persons who may have a direct or indirect interest in the

estate; and to mortgage, margin, encumber and pledge real and personal property of the estate as security for the payment thereof, without incurring any personal liability thereon and to do so for a term within or extending beyond the terms of the estate and to renew, modify or extend existing borrowing on similar or different terms and with the same or different security without incurring any personal liability; and such borrowing from my fiduciary may be with or without interest, and may be secured with a lien on the estate assets or any beneficiary's interest in said assets.

e. Lending. To extend, modify or waive the terms of any obligation, bond or mortgage at any time forming a part of the estate and to foreclose any such mortgage; accept a conveyance of encumbered property, and take title to the property securing it by deed in lieu of foreclosure or otherwise and to satisfy or not satisfy the indebtedness securing said property; to protect or redeem any such property from forfeiture for nonpayment of taxes or other lien; generally, to exercise as to such bond, obligation or mortgage all powers that an absolute owner might exercise; and to loan funds to beneficiaries at commercially reasonable rates, terms and conditions.

f. Abandonment of Property. To abandon any property or asset when it is valueless or so encumbered or in such condition that it is of no benefit to the estate. To abstain from the payment of taxes, liens, rents, assessments, or repairs on such property and/or permit such property to be lost by tax sale, foreclosure or other proceeding or by conveyance for nominal or no consideration to anyone including a charity or by escheat to a state; all without personal liability incurred therefor.

g. Real Property Matters. To subdivide, develop or partition real estate; to dedicate the same to public use; to make or obtain the location of any plats; to adjust boundaries; to adjust differences in valuations on exchange or partition by giving or receiving consideration; and, to grant easements with or without consideration as they may determine; and to demolish any building, structures, walls and improvements, or to erect new buildings, structures, walls and improvements and to insure against fire and other risks.

h. Claims. To enforce, compromise, adjust, arbitrate, release or otherwise settle or pay any claims or demands by or against the estate.

i. Business Entities. To deal with any business entity or enterprise even if a fiduciary is or may be a fiduciary of or own interests in said business entity or enterprise, whether operated in the form of a corporation, partnership, business trust, limited liability company, joint venture, sole proprietorship, or other form (all of which business entities and enterprises are referred to herein as "***Business Entities***"). I vest the fiduciary with the following powers and authority in regard to Business Entities:

i. To retain and continue to operate a Business Entity for such period as the fiduciary deems advisable;

ii. To control, direct and manage the Business Entities. In this connection, the fiduciary, in its sole discretion, shall determine the manner and extent of its active participation in the

operation and may delegate all or any part of its power to supervise and operate to such person or persons as the fiduciary may select, including any associate, partner, officer or employee of the Business Entity;

iii. To hire and discharge officers and employees, fix their compensation and define their duties; and similarly to employ, compensate and discharge agents, attorneys, consultants, accountants, and such other representatives as the fiduciary may deem appropriate; including the right to employ any beneficiary or fiduciary in any of the foregoing capacities;

iv. To invest funds in the Business Entities, to pledge other assets of the estate or a trust as security for loans made to the Business Entities, and to lend funds from my estate or a trust to the Business Entities;

v. To organize one or more Business Entities under the laws of this or any other state or country and to transfer thereto all or any part of the Business Entities or other property of my estate or a trust, and to receive in exchange such stocks, bonds, partnership and member interests, and such other securities or interests as the fiduciary may deem advisable;

vi. To treat Business Entities as separate from my estate or a trust. In a fiduciary's accounting to any beneficiary, the fiduciary shall only be required to report the earnings and condition of the Business Entities in accordance with standard business accounting practice;

vii. To retain in Business Entities such net earnings for working capital and other purposes of the Business Entities as the fiduciary may deem advisable in conformity with sound business practice;

viii. To sell or liquidate all or any part of the Business Entities at such time and price and upon such terms and conditions (including credit) as the fiduciary may determine. My fiduciary is specifically authorised and empowered to make such sale to any person, including any partner, officer, or employee of the Business Entities, a fiduciary, or to any beneficiary; and

ix. To guaranty the obligations of the Business Entities, or pledge assets of the estate or a trust to secure such a guaranty.

j. Life Insurance. With respect to any life insurance policies constituting an asset of the estate to pay premiums; to apply dividends in reduction of such premiums; to borrow against the cash values thereof; to convert such policies into other forms of insurance including paid-up insurance; to exercise any settlement options provided in any such policies; to receive the proceeds of any policy upon its maturity and to administer such proceeds as a part of the principal of the estate or trust; and in general, to exercise all other options, benefits, rights and privileges under such policies; provided, however, no fiduciary other than a sole fiduciary may exercise any incidents of ownership with respect to policies of insurance insuring the fiduciary's own life.

k. Reimbursement. To reimburse itself from the estate for all reasonable expenses incurred in the administration thereof.

l. Voting. To vote and give proxies, with power of substitution to vote, stocks, bonds and other securities, or not to vote a security.

m. Ancillary Administration. To appoint or nominate, and replace with or without cause, any persons or corporations, including itself, as ancillary administrators to administer property in other jurisdictions, with the same powers, privileges and immunities as my fiduciary and without bond.

n. Tax Elections. To file tax returns, and to exercise all tax-related elections and options at their discretion, without compensating adjustments or reimbursements between any accounts or any beneficiaries.

3. **Survivorship.** A beneficiary is not deemed to survive me unless he or she survives me by five days.

4. **Death Costs.** My fiduciary shall pay (a) from the residuary estate my debts which are allowed as claims against my estate, (b) from the residuary estate my funeral expenses without regard to legal limitations, (c) from the residuary estate the expenses of administering my estate and (d) from the residuary estate other than the portion of the residuary estate qualifying for the marital deduction under the laws then in effect, without apportionment, all estate, inheritance and succession taxes (excluding generation-skipping taxes other than with respect to direct skips), and interest and penalties thereon, due because of my death and attributable to all property whether passing under this Will or otherwise and not required by the terms of the Existing Trust to be paid out of said trust. However, such taxes, penalties and interest payable out of my residuary estate shall not include taxes, penalties and interest attributable to (i) property over which I have a power of appointment granted to me by another person, (ii) qualified terminable interest property held in a trust of which I was the income beneficiary at the time of my death (other than qualified terminable interest property held in a trust for which an election was made under Code Section 2652(a)(3)), and (iii) life insurance proceeds on policies insuring my life which proceeds are not payable to my probate estate. My fiduciary shall not be reimbursed for any such payment from any person or property. However, my fiduciary in its discretion may direct that part or all of said death costs shall be paid by my Trustee as provided in the Existing Trust, and shall give such direction to the extent necessary so that the gifts made in Article I of this Will and the gifts made in any codicil hereto shall not be reduced by said death costs. If the amount of the above-described taxes, and interest and penalties arising by reason of my death (without regard to where payable from under the terms of this paragraph or applicable law) is increased because of the power of appointment granted to me under Subparagraph II.E.1. of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008, I hereby appoint to my probate estate from the property subject to such power (to the extent allowable under such power) the amount of such increase (calculating such increase at the highest applicable marginal rates) and exercise such power to this extent only, and notwithstanding the other provisions of this paragraph further direct my fiduciary to make payment of such increase in taxes,

interest and penalties to the appropriate taxing authorities from the appointed property or the proceeds thereof . Any trustee holding such appointive property may pay to my fiduciary the amount which my fiduciary certifies as due under this paragraph and is not responsible for the correctness or application of amounts so paid.

5. **Reimbursement for Debts and Expenses**. My fiduciary shall promptly reimburse my friends and members of my family who have disbursed their own funds for the payment of any debts, funeral expenses or costs of administration of my estate.

6. **Expenses of Handling Tangible Personal Property**. All expenses incurred by my fiduciary during the settlement of my estate in appraising, storing, packing, shipping, delivering or insuring an article of tangible personal property passing under this Will shall be charged as an expense of administering my estate.

7. **Dealing with Estate**. Each fiduciary may act under this Will even if interested in my estate in an individual capacity, as a fiduciary of another estate or trust (including any trust identified in this Will or created under the Existing Trust) or in any other capacity. Each fiduciary may in good faith buy from, sell to, lend funds to or otherwise deal with my estate.

8. **Spouse**. The term "***spouse***" herein means, as to a designated individual, the person to whom that individual is from time to time married.

9. **Other Beneficiary Designations**. Except as otherwise explicitly and with particularity provided herein, (a) no provision of this Will shall revoke or modify any beneficiary designation of mine made by me and not revoked by me prior to my death under any individual retirement account, other retirement plan or account, or annuity or insurance contract, (b) I hereby reaffirm any such beneficiary designation such that any assets held in such account, plan, or contract shall pass in accordance with such designation, and (c) regardless of anything herein to the contrary, any of such assets which would otherwise pass pursuant to this Will due to the beneficiary designation not having met the requirements for a valid testamentary disposition under applicable law or otherwise shall be paid as a gift made hereunder to the persons and in the manner provided in such designation which is incorporated herein by this reference.

[remainder of page intentionally left blank]

I have published and signed this instrument as my Will at Boca Raton, Florida, on the 24 day of July, 2012.

SIMON L. BERNSTEIN

This instrument, consisting of this page numbered 7 and the preceding typewritten pages, was signed, sealed, published and declared by the Testator to be the Testator's Will in our presence, and at the Testator's request and in the Testator's presence, and in the presence of each other, we have subscribed our names as witnesses at Boca Raton, Florida on this 24 day of July, 2012.

[Witness Signature] residing at ROBERT L. SPALLINA
7387 WISTERIA AVENUE
PARKLAND, FL 33076
[Witness Address]

[Witness Signature] residing at Kimberly Moran
6362 Las Flores Drive
Boca Raton, FL 33433
[Witness Address]

State Of Florida

SS.

County Of Palm Beach

I, SIMON L. BERNSTEIN, declare to the officer taking my acknowledgment of this instrument, and to the subscribing witnesses, that I signed this instrument as my will.

SIMON L. BERNSTEIN, Testator

We, Robert L. Spallina and Kimberly Moran, have been sworn by the officer signing below, and declare to that officer on our oaths that the Testator declared the instrument to be the Testator's will and signed it in our presence and that we each signed the instrument as a witness in the presence of the Testator and of each other.

Witness

Kimberly Moran

Witness

Acknowledged and subscribed before me, by the Testator, SIMON L. BERNSTEIN, who is personally known to me or who has produced _____ (*state type of identification*) as identification, and sworn to and subscribed before me by the witnesses, Robert L. Spallina, who is personally known to me or who has produced _____ (*state type of identification*) as identification, and Kimberly Moran, who is personally known to me or who has produced _____ (*state type of identification*) as identification, and subscribed by me in the presence of SIMON L. BERNSTEIN and the subscribing witnesses, all on this 25 day of July, 2012.

Signature - Notary Public-State of Florida

Lindsay Baxley

Print, type or stamp name of Notary Public

[Seal with Commission Expiration Date]

NOTARY PUBLIC-STATE OF FLORIDA
Lindsay Baxley
Commission # EE092282
Expires: MAY 10, 2015
BONDED THRU ATLANTIC BONDING CO, INC.

IN THE CIRCUIT COURT OF THE FIFTEEN JUDICIAL CIRCUIT

IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: THE ESTATE OF

SIMON BERNSTEIN,

Deceased

_____/

CASE NO. 2012CP004391 IX

MOTION TO SET HEARING

ELIOT IVAN BERNSTEIN, PRO SE

PETITIONER,

V.

TESCHER & SPALLINA, P.A., (AND ALL PARTNERS, ASSOCIATES AND OF COUNSEL), ROBERT L. SPALLINA (BOTH PERSONALLY & PROFESSIONALLY), DONALD R. TESCHER (BOTH PERSONALLY & PROFESSIONALLY), THEODORE STUART BERNSTEIN, AS PERSONAL REPRESENTATIVES ET AL., TRUSTEES, SUCCESSOR TRUSTEES AND ESTATE COUNSEL AND JOHN AND JANE DOES,

RESPONDENTS.

_____/

MOTION TO RESPOND TO THE PETITIONS BY THE RESPONDENTS

NOW COMES the undersigned, Pro Se Petitioner Eliot Ivan Bernstein, and hereby moves for an Order of this Court requiring the Respondents to respond to the Petitions filed by Petitioner on May 06, 2013 and June 26, 2013 and already timely served to the Respondents, within 20 days from service of this Motion to Respond to the Respondents. Petitioner being Pro se was not

aware to include and had not included Notice to provide response within certain days to be included with the Petitions. Hence this motion is filed.

THEREFORE, the undersigned respectfully requests that this Court grant an Order requiring the Respondents to respond to the Petitions filed by Petitioner on May 06, 2013 and June 26, 2013 and already timely served on the Respondents, within 20 days from service of this Motion.

Dated: Palm Beach County, FL

July 15, 2013

X

Eliot [illegible], Pro Se
2753 NW 34th St.
Boca Raton, FL 33434
(561) 245-8588

PROOF OF SERVICE BY MAIL

I, Eliot Ivan Bernstein, the Petitioner, certify that I served this notice by mailing a copy to:

Respondents
Robert L. Spallina, Esq.
Tescher & Spallina, P.A.
Boca Village Corporate Center I
4855 Technology Way
Suite 720
Boca Raton, FL 33431
Donald Tescher, Esq.
Tescher & Spallina, P.A.
Boca Village Corporate Center I
4855 Technology Way
Suite 720
Boca Raton, FL 33431

Theodore Stuart Bernstein
880 Berkley Street
Boca Raton, FL 33487

Interested Parties and Trustees for Beneficiaries

Lisa Sue Friedstein
2142 Churchill Lane
Highland Park IL 60035

Jill Marla Iantoni
2101 Magnolia Lane
Highland Park, IL 60035

Pamela Beth Simon
950 North Michigan Avenue
Suite 2603
Chicago, IL 60611

and depositing the same in the U.S. Priority Mail on the 15th day of July 2013, with proper postage prepaid.

Date July 15th, 2013

Eliot Ivan Bernstein, Pro Se

IN THE CIRCUIT COURT OF THE FIFTEEN JUDICIAL CIRCUIT

IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: THE ESTATE OF

SHIRLEY BERNSTEIN,

Deceased

_____/

CASE NO. 502011CP00653XXXXSB

ELIOT IVAN BERNSTEIN, PRO SE

PETITIONER,

V.

TESCHER & SPALLINA, P.A., (AND ALL PARTNERS, ASSOCIATES AND OF COUNSEL), ROBERT L. SPALLINA (BOTH PERSONALLY & PROFESSIONALLY), DONALD R. TESCHER (BOTH PERSONALLY & PROFESSIONALLY), THEODORE STUART BERNSTEIN, AS PERSONAL REPRESENTATIVES ET AL., TRUSTEES, SUCCESSOR TRUSTEES AND ESTATE COUNSEL AND JOHN AND JANE DOES,

RESPONDENTS.

_____/

MOTION TO RESPOND TO THE PETITIONS BY THE RESPONDENTS

NOW COMES the undersigned, Pro Se Petitioner Eliot Ivan Bernstein, and hereby moves for an Order of this Court requiring the Respondents to respond to the Petitions filed by Petitioner on May 06, 2013 and June 26, 2013, and already timely served to Respondents, within 20 days from service of this Motion to Respond to the Respondents. Petitioner being Pro se was not aware to

include and had not included Notice to provide response within certain days to be included with the Petition. Hence this motion is filed.

THEREFORE, the undersigned respectfully requests that this Court grant an Order requiring the Respondents to respond to the Petition filed by Petitioner on May 06, 2013 and June 26, 2013, within 20 days from service of this Motion.

Dated: Palm Beach County, FL

July 15, 2013

X _____

Eliot I. Bernstein Pro Se
2753 NW 34th St.
Boca Raton, FL 33434
(561) 245-8588

PROOF OF SERVICE BY MAIL

I, Eliot Ivan Bernstein, the Petitioner, certify that I served this notice by mailing a copy to:

Respondents
Robert L. Spallina, Esq.
Tescher & Spallina, P.A.
Boca Village Corporate Center I
4855 Technology Way
Suite 720
Boca Raton, FL 33431
Donald Tescher, Esq.
Tescher & Spallina, P.A.
Boca Village Corporate Center I
4855 Technology Way
Suite 720
Boca Raton, FL 33431

Theodore Stuart Bernstein
880 Berkley Street
Boca Raton, FL 33487

Interested Parties and Trustees for Beneficiaries

Lisa Sue Friedstein
2142 Churchill Lane
Highland Park IL 60035

Jill Marla Iantoni
2101 Magnolia Lane
Highland Park, IL 60035

Pamela Beth Simon
950 North Michigan Avenue
Suite 2603
Chicago, IL 60611

and depositing the same in the U.S. Priority Mail on the 15 day of July 2013, with proper postage prepaid.

Date July 15, 2013

Eliot Ivan Bernstein, Pro Se

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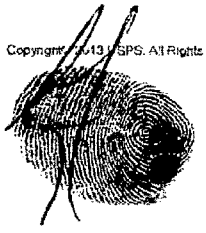

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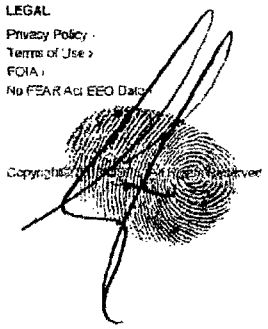

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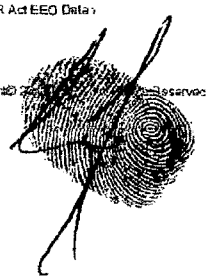

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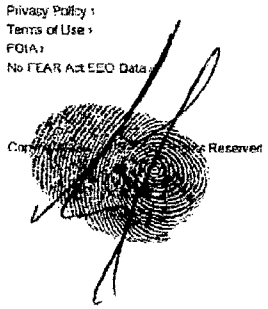

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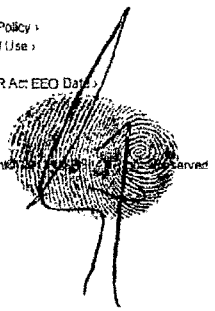

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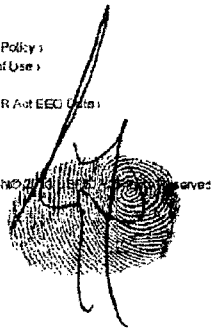

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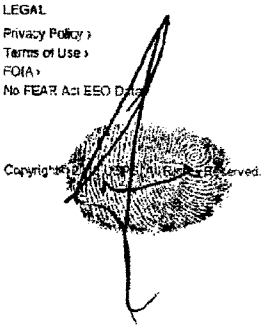

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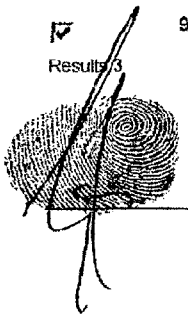

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IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

SIMON BERNSTEIN IRREVOCABLE INSURANCE TRUST DTD 6/21/95, Plaintiff, v. HERITAGE UNION LIFE INSURANCE COMPANY, Defendant, HERITAGE UNION LIFE INSURANCE COMPANY Counter-Plaintiff v. SIMON BERNSTEIN IRREVOCABLE INSURANCE TRUST DTD 6/21/95 Counter-Defendant and, FIRST ARLINGTON NATIONAL BANK as Trustee of S.B. Lexington, Inc. Employee Death Benefit Trust, et al. Third-Party Defendants, and ELIOT IVAN BERNSTEIN, Cross-Plaintiff v. TED BERNSTEIN, individually et al.	**Case No. 13 cv 3643** **Honorable John Robert Blakey** **Magistrate Mary M. Rowland** **<u>RESPONSE TO PLAINTIFFS' STATEMENT OF UNDISPUTED MATERIAL FACTS</u>** **Filers:** Eliot Ivan Bernstein, Third-Party Defendant and Counter-Plaintiff.

Third-Party Defendants_)
)
BRIAN M. O'CONNELL, as Personal Representative of the Estate of Simon L. Bernstein,)
)
Intervenor.)
_____/

LOCAL RULE 56.l(b)(3) RESPONSE TO PLAINTIFFS' STATEMENT OF Undisputed MATERIAL FACTS AND LOCAL RULE 56.l(b)(3)(C) STATEMENT OF ADDITIONAL FACTS REQUIRING THE DENIAL OF PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT

COMES NOW Eliot Ivan Bernstein ("Eliot"), a Third Party Defendant, Pro Se and files this "Response to Summary Judgement" and states under information and belief as follows:

THE PARTIES

1. Simon Bernstein Irrevocable Insurance Trust Dated 6/21/95 (the "Bernstein Trust"), is an irrevocable life insurance trust formed in Illinois as further described below. The Bernstein Trust is the original Plaintiff that first filed this action in the Circuit Court of Cook County. The Insurer then filed a notice of removal to the Northern District of Illinois. The Bernstein Trust has also been named as a Counterdefendant to Eliot's Claims. The Bernstein Trust is represented by counsel, Adam M. Simon. (Ex. 30, Aff. of Ted Bernstein, ¶21).

ANSWER There is no executed legally valid 95 Legally Nonexistent Unexecuted Trust that can act as Plaintiff in this matter and as an alleged Contingent Beneficiary. The insurance carrier HERITAGE already declined to pay the proceeds to the legally nonexistent 95 Legally Nonexistent Unexecuted Trust for failure to produce an executed copy of the said trust. Counsel, A. Simon cannot represent a legally non-existent trust. TED cannot act as alleged "Trustee" of a legally non-existent trust.

2. Bank of America, N.A. ("Bank of America"), was named a party to Heritage's counterclaim for Interpleader. Bank of America was terminated as a co-Plaintiff on January 13, 2014, and the Insurer voluntarily dismissed Bank of America as a Third-Party Defendant on February 14, 2014. (Dkt. #97; Ex. 30, Aff. of Ted Bernstein, ¶22)

ANSWER Undisputed

3. Eliot Bernstein ("Eliot") was named a Party by virtue of Heritage's counterclaim for Interpleader, and Eliot filed third-party claims against several Parties described herein making Eliot a Third-Party Plaintiff as well ("Eliot's Claims"). Eliot is the third adult child of Simon Bernstein. Eliot is representing himself, and/or his children, pro se in this matter. (Ex. 30, Aff. of Ted Bernstein, ¶23)

ANSWER Undisputed

4. United Bank of Illinois, now known as PNC Bank, was named as a Third-Party Defendant in Heritage's counterclaim for Interpleader. PNC Bank was served on August 5, 2013, and has never filed an appearance or answer. (Dkt. #25; Ex. 30, Aff. of Ted Bernstein, ¶24)

ANSWER This failure to answer is cause for further discovery. I, Eliot Bernstein, should be granted Court Ordered Discovery as I a cannot gain discovery to United Bank of Illinois since I am not an Executor/Personal Representative or Trustee.

5. Simon Bernstein Trust. N.A." was named a Party to Heritage's counterclaim for interpleader. "Simon Bernstein Trust, N.A.", however, is merely a misnomer by the Insurer as a result of a data entry error in the database of the Insurer. There is no evidence that any entity exists or was formed under the name "Simon Bernstein Trust. N.A." No one submitted a claim to the Policy Proceeds with the Insurer on behalf of an entity named "Simon Bernstein Trust, N.A." (Ex. 29, Aff. of Don Sanders, ¶69 and ¶78).

ANSWER The claim that the Contingent Beneficiary is a mistake and/or data entry error is made by affiant Don Sanders who is working for an insurance carrier that has lost the legally nonexistent "Policy" that is the subject contract of this Breach of Contract Lawsuit filed by the Plaintiff and where Sanders testimony could be construed as efforts to cover up for said liabilities resulting from losing an insurance policy, an unheard of event in insurance that would expose the carrier Jackson National Life to a variety of liabilities to beneficiaries and others.

There is evidence in production that shows that Simon Bernstein requested and was given the exact name of the beneficiaries, which were the Primary as LASALLE and the Contingent as Simon Bernstein Trust, NA in 2010 and Simon did not respond to the names as incorrect and the

insurance carrier referred to no truncation or abbreviation of the Contingent Beneficiaries name in their letter. SANDER'S statement that the name "Simon Bernstein Irrevocable Insurance Trust Dated 6/21/95" was truncated by a computer system due to length or entered in error by an employee and thus was transformed into "Simon Bernstein Trust, N.A." does not fit any known computer system software that truncates data strings by eliminating the end of strings after the maximum character recognition is exceeded. Where the name of the beneficiary is not subject to interpretation by employees as the beneficiaries name must be exact and the beneficiary forms must be attached to the executed policy contract, which at this time no legally valid insurance contract has been produced to confirm SANDER'S claims and thus needs further discovery and litigation.

That there are frauds that have already been proven in the Estate and Trusts of Simon and Shirley Bernstein and there are missing trusts and other documents in the Estates and Trusts of Simon and Shirley Bernstein and Ted Bernstein according to his deposition testimony does not know what he did with a mass of dispositive documents brought to him minutes after his father died and these documents may have additional information that is intentionally being secreted from beneficiaries, the insurance carrier and this Court for Plaintiffs to attempt to steal off with the insurance proceeds deposited with the Court.

6. Ted Bernstein, as Trustee, of the Bernstein Trust retained Plaintiff's counsel and initiated the filing of this Action. Ted Bernstein, is also a co-Plaintiff, individually, and has been named as a Third-Party Defendant to Eliot's Claims. Ted Bernstein is the eldest of the five adult children of Simon Bernstein. Ted Bernstein is represented by counsel, Adam M. Simon. (Ex. 30, Aff. of Ted Bernstein, ¶25)

ANSWER TED is not a valid "Trustee" of the 95 Legally Nonexistent Unexecuted Trust as there is no legally executed and binding trust document produced. No retainer of A. Simon's services has been produced to beneficiaries. Since there is no 95 Legally Nonexistent

Unexecuted Trust produced, the acts of the alleged Trustee and his counsel are legally invalid and where neither the alleged Trustee or his alleged Counsel are acting within the law.

TED retained SPALLINA as his counsel to file the fraudulent claim to the insurance carrier, whereby SPALLINA claimed to be the "Trustee" of the 95 Legally Nonexistent Unexecuted Trust and the claim was DECLINED by the carrier leading to this Breach of Contract lawsuit and then TED retained A. Simon as his counsel and with no notice to the alleged beneficiaries became suddenly the "Trustee" of the 95 Legally Nonexistent Unexecuted Trust.

That TED was advised by his own counsel SPALLINA that he had no standing to file this lawsuit. TED then retained his sister Pam's husband's brother, Adam Simon, to represent him as the new Trustee. Where Adam Simon is partner with his brother David Simon in a law firm that primarily worked for Simon Bernstein in his offices since each graduated college and where David Simon and his firm stand to benefit directly from this action not only from legal fees but D. Simon will get with his wife Pamela 1/5th of the proceeds if this lawsuit is successful for Plaintiffs. Similar to TED, is his sister Pamela Bernstein-Simon, who both were considered predeceased in the Estates and Trusts of Simon and Shirley Bernstein and if the monies are paid to the Estate or other vehicles and not the 95 Legally Nonexistent Unexecuted Trust, both stand to get nothing for them or their families. Their children may be beneficiaries but that is still to be determined via ongoing probate and trust actions due to the FRAUD that has occurred by TED and his counsel TESCHER and SPALLINA and others.

7. First Arlington National Bank was named as a Third-Party Defendant by virtue of Heritage's counterclaim for Interpleader. First Arlington National Bank was never served by Heritage, and instead Heritage served JP Morgan Chase Bank as First Arlington Bank's alleged successor and JPMorgan Chase Bank was substituted as a party in place of First Arlington National Bank on 10/16/2013. (Dkt. #44; see also JP Morgan Chase Bank at Par. 12 below; Ex. 30, Aff. of Ted Bernstein, ¶26)

ANSWER The fact that Plaintiffs claim that JP Morgan Chase Bank is an "alleged" successor calls for further discovery in these matters.

8. Lisa Sue Friedstein is a co-Plaintiff and has been named as a Third-Party Defendant to Eliot's Claims. Lisa Sue Friedstein is the fifth adult child of Simon Bernstein. Lisa Sue Friedstein is represented by counsel, Adam M. Simon. (Ex. 34, Aff. of Lisa Friedstein, ¶2, ¶3, ¶6 and ¶23)

ANSWER Undisputed

9. Jill Marla Iantoni is a co-Plaintiff and has been named as a Third-Party Defendant to Eliot's Claims. Jill Marla Iantoni is the fourth adult child of Simon Bernstein. Jill Marla Iantoni is represented by counsel, Adam M. Simon. (Ex. 33, Aff. of Jill Iantoni, ¶2, ¶3, ¶6 and ¶23)

ANSWER Undisputed

10. Pamela Beth Simon is a co-Plaintiff and has been named as a Third-Party Defendant to Eliot's Claims. Pamela Beth Simon is the second adult child of Simon Bernstein. Pamela Beth Simon is represented by counsel, Adam M. Simon. (Ex. 31, Aff. of Pam Simon, ¶2, ¶3, ¶6 and ¶38.)"

ANSWER Undisputed

11. Heritage is the successor Insurer to Capitol Banker Life Insurance Company that originally issued the Policy in 1982. Heritage was terminated as a party on February 18, 2014 when the court granted Heritage's motion to dismiss itself from the Interpleader litigation after having deposited the Policy Proceeds with the Registry of the Court pursuant to an Agreed Order. The amount of the Policy Proceeds (plus interest) on deposit with the Registry exceeds $1.7 million. (Dkt. #101 and Ex. 30, Aff. of Ted Bernstein, ¶30 and Ex. 2.)

ANSWER From the Idaho Department of Insurance @ http://www.doi.idaho.gov/insurance/Succession.aspx?AID=1315

The Certificate of Authority #1315 belongs to an active company with former names.

Start	End	Former Names
12/29/1980	12/12/2000	CAPITOL BANKERS LIFE INSURANCE COMPANY
12/12/2000	8/29/2008	ANNUITY & LIFE REASSURANCE AMERICA, INC.
8/29/2008		HERITAGE UNION LIFE INSURANCE COMPANY (1315)

That information from Annuity & Life Reassurance America has not been obtained in this lawsuit and they may have retained copies of the missing insurance policy and thus need for

further discovery. Eliot cannot obtain this information as he is not an Executor/Personal Representative of the Estate and Trusts of Simon. JACKSON is believed to have then acquired HERITAGE and entered this case on behalf of HERITAGE and then suddenly disappeared after depositing funds in the court registry. HERITAGE when interpleading the funds to this Court misled this Court to believe that there was a valid binding life insurance policy with "Policy Proceeds" equal to the amount interpled, when factually they failed to produce such policy showing that this in fact was the correct amount stated in the legally binding contract that remains missing. There can be no "Policy Proceeds" without a legally binding policy produced and this is misleading. There are conflicting evidences of the amount of insurance of the missing policy[1.]

12. J.P. Morgan Chase Bank, N.A., ("J.P. Morgan") was named as a Third-Party Defendant by virtue of Heritage's counterclaim for Interpleader. In its claim for Interpleader, Heritage named J.P. Morgan, as a successor to First Arlington National Bank (described above). J.P. Morgan filed an appearance and answer to Heritage's counterclaim for Interpleader in which it disclaimed any interest in the Policy Proceeds. J.P. Morgan then filed a motion for judgment on the pleadings to have itself dismissed from the litigation, and the court granted the motion. As a result, J.P. Morgan was terminated as a party on March 12, 2014. (Dkt. #105; Ex. 30, Aff. of Ted Bernstein, ¶31)

ANSWER Undisputed

13. William Stansbury filed a motion to intervene in this action, but his motion to intervene was denied, and he was terminated as a non-party intervenor on January 14, 2014. (Dkt. #74; Ex. 30, Aff. of Ted Bernstein, ¶32)

ANSWER Undisputed

14. Adam M. Simon is counsel for the Bernstein Trust and four of the five adult children of Simon Bernstein. Adam M. Simon is not counsel for the fifth adult child, Eliot Bernstein whom has chosen to represent himself Pro Se in this matter. Adam M. Simon was named a Third-Party Defendant to Eliot's Claims. Adam M. Simon is the brother-in-law of Pam Simon, and the brother of David B. Simon. (Ex. 30, Aff. of Ted Bernstein, ¶33)

[1] HERITAGE application to increase Death Benefit from 2 to 3 Million.
http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/Heritage3MillionDeathBenefit.pdf

ANSWER That Adam Simon representing the Trustee and the beneficiaries appears conflicted.

15. National Service Association, Inc. (of Illinois) was a corporation owned by the decedent, Simon Bernstein. According to the public records of the Secretary of State of Illinois, National Service Association, Inc. (of Illinois) was dissolved in October of 2006. There is no record of Eliot having obtained service of process upon National Service Association, Inc. because it is dissolved and has been for over 7 years. (Ex. 30, Aff. of Ted Bernstein, ¶34; Ex. 21)

ANSWER Undisputed

16. Donald R. Tescher, Esq. was named a Third-Party Defendant to Eliot's Claims. Donald R. Tescher is a partner of in the firm of Tescher & Spallina. Donald R. Tescher was terminated as a party to this matter when the court granted his motion to dismiss as to Eliot's claims on March 17, 2014. (Dkt. #106; Ex. 30, Aff. of Ted Bernstein, ¶35)

ANSWER Undisputed

17. Tescher and Spallina, P.A. is a law firm whose principal offices are in Palm Beach County, FL. Tescher and Spallina, P.A. was named a Third-Party Defendant to Eliot's Claims. Tescher & Spallina, P.A. Donald R. Tescher was terminated as a party to this matter when the court granted his motion to dismiss as to the Eliot's Claims. (Dkt. #106; Ex. 30, Aff. of Ted Bernstein, ¶36)

ANSWER Undisputed

18. The Simon Law Firm was named a Third-Party Defendant to Eliot's Claims. The Simon Law Firm is being represented by counsel, Adam M . Simon.

ANSWER Undisputed

19. David B. Simon is the husband of Pam Simon, and the brother of counsel, Adam M. Simon and was named a Third-Party Defendant to Eliot's Claims. David B. Simon is being represented by counsel, Adam M. Simon. (Ex. 32, Aff. of David Simon, ¶20 and ¶29)

ANSWER Undisputed

20. S.B. Lexington, Inc. was a corporation formed by Simon Bernstein. According to the records of the Secretary of State of Illinois, S.B. Lexington, Inc. was dissolved on April 3, 1998. (Ex. 30, Aff. of Ted Bernstein ¶39; Ex. 35; Dep. of David Simon, p. 51:13-18 and Ex. 9)

ANSWER Undisputed

21. S.B. Lexington, Inc. Employee Death Benefit Trust (the "VEBA Trust") was named a Third-Party Defendant by virtue of Eliot's Claims, and was a Trust formed by Simon Bernstein in his role as principal of S.B. Lexington, Inc. The VEBA Trust was formed pursuant to I.R.S. Code Sec. 501(c)(9) as a qualified Employee Benefit Plan designed to provide a death benefit to certain key employees of S.B. Lexington, Inc. The VEBA was dissolved in 1998 concurrently with the dissolution of S.B. Lexington, Inc. (Ex. 35, Dep. of David Simon, p. 51:13-18 and Ex. 9; Ex. 30, Aff. of Ted Bernstein, ¶40)

ANSWER The Primary Beneficiary LASALLE was the trustee and administrator for the VEBA plan that the missing policy is a part of according to the records produced and thus LASALLE or its Successors must be contacted by the carrier as they remain the Primary Beneficiary.

What happened on dissolution of the VEBA to the assets of the VEBA, including any insurance benefits and policies, where the insured's chosen beneficiaries of the policies issued for the VEBA were defined through the VEBA plan not by the missing policy's named beneficiaries, which was LASALLE and Simon Bernstein Trust, NA. The VEBA plan trust must be produced to know the plan beneficiaries and what happens to the VEBA trust assets upon dissolution and this needs further discovery or litigation to determine.

22. Robert Spallina, Esq. was named a Third-Party Defendant to Eliot's Claims. Robert Spallina is a partner of in the firm of Tescher & Spallina, P.A. Robert Spallina was terminated as a party to this matter when the court granted his motion to dismiss as to Eliot's Claims on March 17, 2014. (Dkt. #106; Ex. 30, Aff. of Ted Bernstein, ¶41)

ANSWER Undisputed

23. S.T.P. Enterprises, Inc. was named a Third-Party Defendant to Eliot's Claims. S.T.P. Enterprises, Inc. has filed an appearance and responsive pleading and is represented by counsel, Adam M. Simon. (Dkt. #47; Ex. 31, Aff. of Pam Simon, ¶25)

ANSWER Undisputed

24. According to the records of the Secretary of State of Florida, National Service Association, Inc. (Florida) was a Florida corporation formed by Simon L. Bernstein. National Service Association, Inc. (Florida) was named a Third-Party Defendant in Eliot's Claims. According to the records of the Secretary of State of Florida, National Service Association, Inc. (Florida) dissolved in 2012. (Ex. 30, Aff. of Ted Bernstein, ¶42; Ex. 22)

ANSWER It appears that this corporation was dissolved by TED immediately after his father died and no records of this entity have been turned over to beneficiaries of the Estates and Trusts of Simon and Shirley Bernstein in Florida and thus further discovery needs to take place or further litigation to determine what assets were in this entity.

25. Benjamin Brown as Curator of The Estate of Simon Bernstein filed a motion to intervene in this litigation. The court granted the motion to intervene on July 28, 2014, and as a result the Estate became a third-party claimant in the litigation. (Dkt. #121). Subsequently, Brian O'Connell as successor Curator and Administrator Ad Litem of the Estate of Simon Bernstein filed a motion to substitute for Benjamin Brown, and the court granted the motion November 3, 2014. For purposes of this motion, Movants refer to this party as the "Estate of Simon Bernstein" or the "Estate". (Dkt. #126; Ex. 30, Aff. of Ted Bernstein ¶43-¶44)

ANSWER That Adam Simon represented Ted Bernstein as an alleged trustee of the 95 Legally Nonexistent Unexecuted Trust and filed opposition pleadings to block the entry of the Estate of Simon from intervening in this lawsuit. This was done in conflict and with improper representation as TED was simultaneously acting as Trustee for a Simon Bernstein Trust in Florida that would also possibly receive the proceeds and where Ted alleges to be a beneficiary of the 95 Legally Nonexistent Unexecuted Trust who stands to gain 20% of any proceeds paid and where TED and/or his children may get nothing if the proceeds are paid to the Estate and Trust beneficiaries in Florida, once those beneficiaries are determined. In no event will TED receive benefits if not paid through the 95 Legally Nonexistent Unexecuted Trust scheme in this Action.

That this conflict of TED'S that led him to file opposition papers to the Estate being joined in these matters has caused delays in the Estate being represented in these matters, compounding the delays in inheritances caused by TED'S prior counsel and the prior fiduciaries of the Estate of Simon, Co-Executors/Personal Representatives and Co-Trustees, TESCHER and SPALLINA, who intentionally blocked the Estate and Trust of Simon from entering this case

(working against the interest of the Estate and Trust beneficiaries), as they were working as TED's counsel to convert the proceeds through the 95 Legally Nonexistent Unexecuted Trust scheme whereby TESCHER and SPALLINA filed the fraudulent insurance claim that led to this Breach of Contract Lawsuit in efforts to defeat their clients they represented in the Estate of Simon to benefit TED instead. Where the claim asserted by the Plaintiff is that the insurance company breached the missing insurance contract terms by failing to pay the fraudulent death benefit claim submitted by TESCHER and SPALLINA and where SPALLINA represented that he was the trustee of the 95 Legally Nonexistent Unexecuted Trust that TED now claims to be the alleged Trustee of in this lawsuit.

That due to these intentional delays and interferences with expectancies both Eliot and the Estate have been denied proper time to fully complete discovery and thus discovery must be extended, especially where it was intentionally interfered with to attempt to close this Action before allowing known possible beneficiaries to participate. At this time, none of the grandchildren, including minor children are represented in this case by counsel, except Eliot's children who are represented Pro Se by Eliot.

THE POLICY AND POLICY PROCEEDS

26. In 1982, Simon Bernstein, as Insured, applied for the purchase of a life insurance policy from Capitol Bankers Life Insurance Company, issued as Policy No. 1009208 (the "Policy"). A specimen policy and a copy of the Schedule Page of the Policy are included in Movant's Appendix to the Statement of Facts. (Ex. 29, Aff. of Don Sanders at ¶38, ¶39, ¶48, ¶52; Ex. 5). The amount of the Policy Proceeds (plus interest) on deposit with the Registry of the Court exceeds $1.7 million. (Dkt. #101 and Ex. 30, Aff. of Ted Bernstein, ¶30 and Ex. 2.)

ANSWER A specimen policy was provided, which is not a legally valid executed and legally binding copy of the actual insurance policy that is subject of this lawsuit. A specimen policy is an insurance carrier policy submitted to each state the policy is being applied for in as a sample of what a policy will look like for a consumer.

There is no policy presently produced or proven by Plaintiffs so no "Policy Proceeds" can be determined from a specimen and the attempt to define the specimen as the actual "Policy" on Simon is misleading to the Court and requires further discovery as to where the actual policy is.

That the affidavit of SANDER'S states that the specimen policy amount of insurance is not the correct amount and would not be the amount stated in the missing life insurance contract and this is cause for further discovery and litigation into what exactly the missing policy death benefit amount is.

That the Specimen policy also contains no beneficiaries of the missing policy as the beneficiaries are not defined thereunder.

27. The Capitol Bankers Life Insurance Application, dated March 2, 1982 designates Simon Bernstein, as the Insured and lists S.B. Lexington as his employer. On page one of the Application, the Owner of the Policy is designated as follows: "First Arlington National Bank, Trustee of S.B. Lexington Employee Death Benefit Trust". (Ex. 29, Aff. Don Sanders, ¶48; Ex. 3)

ANSWER The application is not complete as submitted in production as parts appear missing, a verified copy would need to be obtained showing the entire document and cause for further discovery. Don Sanders affidavit is in question due to conflicts and adversity.

There is alleged evidence that shortly before his death Simon's policy lapsed and was reinstated, a new application was taken and appears missing from the records which may also contain new application information pertinent to this lawsuit and the reinstatement should have caused a new or reinstated policy to be produced as indicated in letters to Simon by HERITAGE and this lack of a reinstated policy is highly suspect that this information is missing from the carriers production.

28. Also, on page one of the Application the beneficiary was designated as follows: "First Arlington National Bank, Trustee of S.B. Lexington Employee Death Benefit Trust". (See Ex. 3--Part 1 of application); and (ii) Premium notices were to be sent to S.B. Lexington Inc. Employee Death Benefit Plan and Trust c/o National Service Association, Inc., 9933 Lawler Ste. 210,

Skokie, IL 60077; and (iii) Simon Bernstein's occupation was listed as an Executive with S.B. Lexington, Inc.; (iv) Simon Bernstein was the insured and on the application his residence address was in Glencoe, Illinois and he was a citizen of the state of Illinois; and (v) Simon Bernstein was the listed as the selling agent on the application; (vi) the application was signed in Illinois; and (vii) the Policy would have been delivered by the Insurer via its agent to the initial Policy Owner. (Ex. 29, Aff. Don Sanders, ¶48, Ex. 31; Aff. Pam Simon, ¶¶21-¶23; Ex. 3)

ANSWER This application is not known to be the actual application of the policy as no policy is produced at this time proving what application is attached to the policy, especially after alleged re-issue and where insurance contracts, policies, have attached to them the policy applications as part of the legally required contractual documents attached to the issued policy. Therefore, this evidence is questionable and needs further discovery to determine if in fact this application was the defining application of the original issued policy. The final application is required to be attached to the policy. (ii) The records and policies for the VEBA plan participants are sent to Simon's companies and office location at that time, as the policies were sold by Simon and the VEBA was administered with many other VEBA policies he sold through the trust company he established (Simon was the founder of death benefit VEBA programs and the leading broker nationwide in such sales.) (iii) Simon Bernstein was an executive and leading insurance salesman nationwide who brokerage sold billions of dollars of life insurance premium. (iv) Undisputed (v) Undisputed (vi) Undisputed (vii) This would indicate that the missing policy should be with the original owner or its successors and would require additional discovery to determine where it is, although it is the ultimate responsibility of the insurance carrier to maintain a copy of the actual policy and policy records according to law and underwriting and administrative procedures, as well as would be required by any reinsurers that risk was ceded to.

THE S.B. LEXINGTON EMPLOYEE DEATH BENEFIT TRUST THE " V E B A")

29. The S.B. Lexington Employee Death Benefit Trust was a Voluntary Employee Benefit Trust ("VEBA") established by S.B. Lexington, Inc. to provide death benefits to the beneficiaries of its employees. The Policy was purchased by the VEBA, with the VEBA listed as both owner

and beneficiary of the Policy on the application. The Policy would have been delivered by the agent (Simon Bernstein) to the Owner at the offices of its Bank trustee in Illinois. (Ex. 3; Ex. 31, Aff. Pam Simon, ¶21-¶23); Ex. 30, Aff. Ted Bernstein, ¶56 and ¶57; Ex. 29, Aff. Don Sanders ¶48)

ANSWER That the VEBA information is critical to the payment of any proceeds of any policy once one is found, as LASALLE being the Trustee for the primary beneficiary of the VEBA plan would then have specific duties to pay beneficiaries determined in the VEBA plan by the employees to their named plan beneficiaries.

That if LASALLE dissolved the VEBA the benefits would be allocated according to law and the terms of the VEBA trust and again why further discovery is necessary to determine the role of the Primary Beneficiary and its obligations under the VEBA plan upon dissolution.

That the VEBA information and copies of the trust should be maintained as well by Pam and David Simon who ultimately controlled the administration of the many VEBA plans sold by Simon Bernstein and thus should have been produced in these matters but have not been.

It is alleged that the VEBA plan or its Successor plan may have had over $50,000,000.00 of assets in it as late as 20092.

30. Part 1 of the application for the Policy indicates that First Arlington National Bank, was acting as Trustee of the VEBA. As part of the application and underwriting process, a company named Equifax conducted an interview with Simon Bernstein about his application for the Policy. The Equifax report states that Simon Bernstein told the investigator the Policy would be owned by the VEBA, that (i) the insurance [benefits] would be paid to the VEBA, (ii) the VEBA would determine to whom the benefits are paid, and (iii) the benefits are normally paid to family members. (Ex. 29, Aff. Don Sanders ¶48, ¶74-¶75; Ex. 3 and Ex. 20)

ANSWER This statement contradicts Plaintiffs' own claims that a contingent beneficiary (with a different name than the insurance company's own records which claim the contingent to be Simon Bernstein Trust, NA) should be paid while the primary beneficiary LaSalle National

[2] S B Lexington Inc Death Benefit Plan United Bank Of Illinois N A showing 50 Million + of assets in 2009 http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/SBLexingtonDeathBenefitPlanUnitedBankOfIllinois.pdf

Trust, NA is according to the carrier of the nonexistent policy the Primary Beneficiary and where Equifax was told the VEBA would be responsible for paying the insurance benefits.

31. On June 5, 1992, Sandy Kapsa (an employee of S.B. Lexington and an affiliated company, National Service Association, Inc.) submitted a letter to Capitol Bankers Life Insurance Company informing them that LaSalle National Trust was being appointed successor trustee of the VEBA. On June 17, 1992, the Insurer acknowledged the change of trustee listing the owner of the Policy as LaSalle National Trust, N.A., as Successor Trustee. (Ex. 31, Aff. of Pam Simon, ¶31, and Ex. 7)

ANSWER Undisputed

32. On August 26, 1995, Simon L. Bernstein, as a Member of the VEBA, named the Bernstein Trust as the "person(s) to receive at my death the Death Benefit stipulated in the S.B. Lexington, Inc. Employee Death Benefit and Trust and Adoption Form adopted by my Employer." (Ex. 31, Aff. of Pam Simon, ¶35; Ex. 30, Aff. of Ted Bernstein, ¶65-¶67; Ex. 4)

ANSWER That while this may have been the initial VEBA plan beneficiary designated by Simon there is evidence, including a 2000 Insurance Trust and the subsequent Simon Bernstein Trust NA that would suggest that Simon had changed the beneficiary of the VEBA plan and this would need discovery from LASALLE through its successor, Chicago Title to determine who the VEBA plan beneficiary now is.

33. On or about November 27, 1995, Capitol Bankers received a "Request Letter" signed by LaSalle National Trust, N.A. in their capacity as Trustee of the VEBA which owned the Policy, and the following policy changes were made a part of the Policy by way of endorsement issued by the Company: LaSalle National Trust, N.A. as Trustee (the "VEBA") was designated as the Primary Beneficiary of the Policy; and The Simon Bernstein Irrevocable Insurance Trust dated June 21, 1995 (the "Bernstein Trust") was designated the contingent beneficiary. According to the Insurer's records, the VEBA and the Bernstein Trust were the primary and contingent beneficiaries of record on the date of death of the Insured. (Ex. 29, Aff. of Don Sanders, ¶56, ¶64 and Ex. 8)

ANSWER According to the Insurance records the Primary beneficiary was LASALLE and the contingent beneficiary was not the "Bernstein Trust" aka 95 Legally Nonexistent Unexecuted Trust as alleged by Plaintiffs but in fact the Simon Bernstein Trust, NA.

Again with a legally existent Primary Beneficiary the Contingent Beneficiary does not even become a viable recipient of the death benefit, which could make Summary Judgement more fraud if the Contingent is paid while the parties all knew of an existing Primary Beneficiary. At death the VEBA was the Primary Beneficiary according to this account.

34. On November 27, 1995, Capitol Bankers sent correspondence acknowledging the change in beneficiary referenced above in Par. 33, and that correspondence was sent to "LaSalle National Trust, N.A., as Successor Trustee". (Ex. 29, Aff. of Don Sanders, ¶60 and Ex. 8)

ANSWER SANDER'S affidavit has claimed to be steeped in conflict as his employer JACKSON has a vested interest in the outcome of the litigation, especially if they have lost the insurance contract and are exposed to liabilities resulting from such loss.

35. The records above establish that First Arlington National Bank, N.A., and LaSalle National Trust, N.A. were original and successor trustees of the VEBA, respectively. This is confirmed by Pamela B. Simon who worked on the VEBA insurance program for both S.B. Lexington and NSA. (Ex. 31, Aff. of Pam Simon, ¶22 and ¶31)

ANSWER Undisputed

36. On April 3, 1998, S.B. Lexington, Inc. was voluntarily dissolved by its shareholder(s), and the VEBA was likewise terminated at this time. (Ex. 9). As a part of the dissolution, ownership of the Policy was changed from the VEBA to Simon Bernstein, individually. (Ex. 31, Aff. of Pam Simon, ¶36; Ex. 9 and Ex. 10)

ANSWER The dissolution papers are missing to confirm the veracity of Pam's affidavit which violates the Il Dead Man's Act as it relates to the "shareholders" of which Simon was one.

While it is claimed that the owner was changed from LASALLE it is not claimed that the Primary Beneficiary was changed from LASALLE and again this would make LASALLE the beneficiary of the proceeds of the missing/lost/suppressed contract.

37. Neither First Arlington National Bank nor LaSalle National Trust, N.A. have made any claim to the Policy proceeds. First Arlington National Bank's successor-in-interest, J.P. Morgan Bank filed a responsive pleading and then a motion for judgment on the pleadings disclaiming any interest in the Policy Proceeds and requesting to be dismissed from the litigation. J.P. Morgan's motion was granted and it was dismissed as a party on March 12, 2014. (Dkts. #60 and 105)

ANSWER Note that no efforts were made to contact LaSalle National Trust NA or its Successor by HERITAGE or any party to this lawsuit and thus further discovery and litigation of these matters is still necessary and the insurance company must be rejoined as an indispensable party and this Court demand they answer why they have failed to contact the Primary Beneficiary.

38. None of the Bank Parties whose names appear on the docket have tendered a claim to the Insurer for the Policy proceeds. (Ex. 29, Aff. of Don Sander, ¶77(b))

ANSWER The only party with claims to the benefits of the missing policy would according to insurance company records would be the primary beneficiary LaSalle National Trust, NA.

That documents are missing in the Estate and Trusts of Simon Bernstein and thus it is highly probable that like the 2000 Insurance Trust that was secreted from this Court the alleged Contingent Beneficiary by HERITAGE, the Simon Bernstein Trust NA is also being suppressed and secreted by Plaintiffs in their efforts to fraudulently convert the monies.

39. The docket also reflects that none of the Bank Parties whose names appear on the docket in this matter have filed a claim in this litigation for the Policy Proceeds.

ANSWER LASALLE or its successors would appear to be the only financial institutions with claims to the litigation proceeds and the carrier nor any parties in this litigation have notified LASALLE or its successors they are the Primary Beneficiary of an alleged insurance policy death benefit.

MOVANTS' CLAIMS TO THE POLICY PROCEEDS

40. On or about June 21, 1995, Simon Bernstein as Grantor formed the Simon Irrevocable Insurance Trust dtd 6/21/95. Simon Bernstein, appointed his wife, Shirley Bernstein, as Trustee of the Trust. (Ex. 32, Aff. of David B. Simon, ¶30; Ex. 19)

ANSWER Even if this were the case, this 95 Legally Nonexistent Unexecuted Trust would be only a Contingent Beneficiary and there is still a Primary Beneficiary and then there is the

2000 Proskauer Trust that supersedes the 95 Legally Nonexistent Unexecuted Trust and then there is a Simon Bernstein Trust, NA that supersedes the 95 Legally Nonexistent Unexecuted Trust as Contingent Beneficiary as of the year 2010 and confirmed by Simon Bernstein as such.

41. On June 21, 1995, the date of the Trust Agreement, David Simon assisted Shirley Bernstein to obtain a tax identification number for the Bernstein Trust. The tax identification number for the Bernstein Trust is X5-XXXX916. In order to obtain the tax identification number David Simon completed an IRS SS-4 form. Shirley Bernstein is identified as trustee of the Bernstein Trust and Shirley's signature, and the name of the Bernstein Trust also appear on this SS-4 form. (Ex. 32, Aff. of David Simon at ¶30; Ex. 19)

ANSWER That this new information leads one to need discovery to get all the tax records regarding the VEBA trust and tax records for the missing 95 Legally Nonexistent Unexecuted Trust and tax records for all of the other trusts involved.

It should be noted that the Curator of the Estate of Simon who replaced TESCHER and SPALLINA, attorney at law Benjamin Brown, Esq. ("Brown") had requested from the IRS over a year ago tax returns for Simon and Shirley individually and for entities they owned and only days after he stated he thought he had received them, he unexpectedly died at age 49 from a heart attack. Upon receiving records from Brown, O'CONNELL the Personal Representative that replaced Brown stated the long anticipated tax returns were not with the records Brown turned over. Several months ago O'CONNELL stated his firm had ordered new "certified" copies of the tax returns and they would be produced shortly but as of this date they have not been produced to any parties. This is further reason that discovery should be continued as the tax returns will provide valuable information that may influence the outcome of this litigation.

42. On August 26, 1995, Simon L. Bernstein, as a Member of the VEBA, named the Bernstein Trust as the "person(s) to receive at my death the Death Benefit stipulated in the S.B. Lexington, Inc. Employee Death Benefit and Trust and Adoption Form adopted by my Employer." Simon Bernstein's signature and the name of the Bernstein Trust appear on this document. (Ex. 31, Aff. of Pam Simon, ¶35; Ex. 30, Aff. of Ted Bernstein, ¶65-¶67; Ex. 4)

ANSWER This may be true at that time in 1995 but again this would only show that the VEBA controls whom the beneficiary would be and with LASALLE still the Primary Beneficiary this indicates that even if the VEBA had been dissolved as alleged, the VEBA trust provided that LASALLE or its Successor would pay the former VEBA plan participants benefits after dissolution of the VEBA.

That again even if proved that the 95 Legally Nonexistent Unexecuted Trust existed and were valid it would still be only a Contingent Beneficiary. Again, there are competing claims that the Contingent Beneficiary was changed by Simon to the Simon Bernstein Trust NA.

43. As of August 26, 1995, the VEBA was the owner and primary beneficiary of the Policy, and on August 26, 1995, Simon Bernstein's execution of the VEBA Beneficiary Designation form evidenced his intent that the Policy proceeds flow through the VEBA to the Bernstein Trust. (Ex. 31, Aff. of Pam Simon, ¶32 and ¶35; Ex. 30, Aff. of Ted Bernstein; ¶65-¶67; Ex. 4)

ANSWER Here the Plaintiffs are claiming the benefits are paid to the VEBA Trust through LASALLE as the Primary Beneficiary to then be paid by LASALLE to the VEBA and the administrator would then pay the VEBA plan participant's beneficiary election, which they claim is the missing 95 Legally Nonexistent Unexecuted Trust. In this scenario, the 95 Legally Nonexistent Trust would not be listed as the Contingent Beneficiary on the insurance contract, as apparently, according to the records produced it has never been named as the Contingent Beneficiary on the missing contract.

44. The next Policy change in November of 1995, as described in Par. 32 above, again confirmed Simon Bernstein's intent with regard to the death benefit proceeds. The primary beneficiary he named was the VEBA and Simon Bernstein's beneficiary of the VEBA was the Bernstein Trust. In addition, the Bernstein Trust was designated as contingent beneficiary of the Policy. (Ex. 29, Aff. of Don Sanders, ¶56, ¶57 and ¶62; Ex. 8). Movants have included a diagram, explained in the Aff. of Ted Bernstein illustrating Simon Bernstein's intent with regard to the ultimate beneficiaries of the Policy Proceeds. (Ex. 30, Aff. of Ted Bernstein ¶106; Ex. 17).

ANSWER Simon's intent changed over time and at the time of his death he had removed Ted and Pam from receiving any benefits of the Estate planning Trusts of Simon and they were considered predeceased.

Simon Bernstein's intent as of 2000 was more defined in the 2000 Proskauer Insurance Trust that at that time would have been the beneficiary and the 95 Legally Nonexistent Unexecuted Trust would have replaced it.

Simon Bernstein's intent as of 2010 was more defined when he confirmed with HERITAGE that the Contingent Beneficiary was the Simon Bernstein Trust NA.

45. The Policy Records indicate that on April 23, 2010, Heritage sent Simon Bernstein a letter in response to Simon Bernstein having contacted Heritage. (Ex. P. 36). The letter provides confirmation to Simon Bernstein that the primary beneficiary is the VEBA, listed as LaSalle National Trust as Trustee, and the letter states that the contingent beneficiary is "Simon Bernstein Trust, N.A."

ANSWER This evidence contradicts Plaintiffs claims that the missing policy Contingent Beneficiary is the 95 Legally Nonexistent Unexecuted Trust.

46. According to the Policy records as confirmed by the testimony of Don Sanders, the misnomer "Simon Bernstein Trust, N.A." was an error or abbreviation of the name of the actual Contingent Beneficiary, "Simon Bernstein Insurance Trust dated 6/21/95". Don Sanders also confirmed that there is no change of beneficiary in the Policy records that was submitted by an Owner designating Simon Bernstein Trust, N.A. as a primary or contingent beneficiary of the Policy. (Aff. of Don Sanders, ¶71-¶72, and Ex. P. 36)

ANSWER SANDERS statement is made on hearsay evidence as he does not claim to be the party responsible for the error in entering the full formal name of the beneficiary. SANDERS also states that it is common practice for the insurance carrier to rename a beneficiary to an entirely different name and retain no formal evidence of the actual name of the contingent beneficiary.

That SANDERS statements are based on the records he reviewed but it is OBVIOUS that the records reviewed are missing key pertinent records, including but not limited to, THE

ACTUAL POLICY, copies of the trusts and more and so his statements are based on an incomplete set of records.

Simon Bernstein allegedly requested confirmation of the beneficiaries and the letter was sent indicating the Contingent Beneficiary as the Simon Bernstein Trust, NA, which to Eliot's knowledge, no one has conducted investigation to see if this trust exists and there are ongoing investigations into missing and suppressed and fraudulent and altered estate documents ongoing that may materially affect the outcome of this case and make Summary Judgement Premature when records are released that are being withheld or suppressed.

47. In 2011, the Policy had lapsed for non-payment of premium, and Simon Bernstein executed the paperwork necessary and paid the required premium to the Insurer to reinstate the Policy without making any change to the beneficiary of the Policy. (Ex. 29, Aff. of Don Sanders,¶56, ¶57 and ¶62; Ex. 30, Aff. of Ted Bernstein, ¶91-¶93; Ex. 13 and Ex. 14)

ANSWER Movants Exhibit 14 indicates that a NEW POLICY COPY was issued by the carrier and sent to Simon's home address. This would indicate that insurer would have had a recent COPY of the missing policy available at that time but did not retain a copy with their letter sent to Simon or produce the letter with the copy sent at that time.

The reinstated policy may differ than any other earlier policy in key areas such as face amount, beneficiaries, health ratings, etc., which could materially affect the outcome of this lawsuit.

If the Primary Beneficiary did not change at this time then LASALLE is the receiver of any monies resulting from this lawsuit or the policy if it is found at some point through further discovery.

48. That no party to this litigation, including movants and the Insurer, have been able to locate an executed original or copy of the Bernstein Trust Agreement. However, two unexecuted drafts of the Bernstein Trust have been located and produced by Movants in this litigation. (Ex. 30, Aff. of Ted Bernstein, ¶97-¶98; Ex. 32, Aff. of David Simon, ¶28 and ¶29; Ex. 31, Aff. of Pam Simon, ¶37; Ex. 15 and Ex. 16)

ANSWER That a death benefit claim and this instant legal Action were both filed with NO DRAFT COPY in the possession of the alleged trustees of the 95 Legally Nonexistent Unexecuted Trust for over a year until they magically appeared when the Court was demanding that an executed copy be found to give Plaintiffs standing.

That these unexecuted drafts are not legally binding in any way and thus do not give standing in this lawsuit and do not qualify to be paid beneficiaries, as indicated when the insurance carrier DECLINED the death benefit request filed by SPALLINA who could not produce an executed trust as required by the carrier.

49. In 1995, David B. Simon, Ted S. Bernstein, Pam Simon, and Simon L. Bernstein all shared common office space at 600 West Jackson Blvd., Ste. 800, Chicago, IL 60606, and all were engaged in the life insurance business. Simon Bernstein was a licensed life insurance agent for at least 30 years and owned and operated several insurance brokerages. (Ex. 30, Aff. of Ted Bernstein, ¶88; Ex. 32, Aff. of David Simon, ¶19, ¶20, and ¶24; Ex. 31, Aff. of Pam Simon, ¶33)

ANSWER Undisputed

50. In 1995, David and Pamela Simon created irrevocable insurance trusts with the assistance of attorneys from the Chicago firm of Hopkins and Sutter. (Ex. 31, Aff. of Pam Simon. ¶34, Ex. 32, Aff. of David Simon, ¶23; Ex. 35, Dep. Of David Simon, p.41:7-41:10)

ANSWER Undisputed

51. David B. Simon and Simon Bernstein discussed Simon Bernstein's desire to form a similar irrevocable insurance trust to protect his family. (Ex. 32, Aff. of David Simon, ¶24)

ANSWER Illinois Dead Man rule disqualifies this affidavit statements relating to conversations or events involving Simon.

52. One unexecuted draft of what would become The Simon Bernstein Irrevocable Trust dated 6/21/95 include David Simon's handwritten notations which he made to show Simon Bernstein where his name and others would go in the trust. According to David Simon, Simon Bernstein went to the firm of Hopkins and Sutter and executed the Bernstein Trust Agreement. (Ex. 32, Aff. of David Simon, ¶28; Ex. 35, Dep. Of David Simon, p.40:17-41:1, and Ex. 16)

ANSWER The draft has no law firm markings and is wholly unexecuted and is disputed as to its legal validity in toto and nothing within the document can therefore be relied upon.

Why would David Simon handwrite in names to show Simon where names go in the trust? What significance does this have?

53. According to the terms of this draft of the Bernstein Trust Agreement, the proceeds in the trust were to be split into as many separate Trusts as there were "children of mine who survive me and children of mine who predecease me leaving descendants who survive me." (Ex. 32, Aff. of David Simon, ¶28; Ex. 16 at §7)

ANSWER The terms of this draft are not binding if they are in fact a draft of the 95 Legally Nonexistent Unexecuted Trust that to date does not exist in the Court record.

54. On David Simon's law firm database, David and Adam Simon located a computer file named "SITRUST" and the file date on the metadata for the file is June 21, 1995, the date of the Bernstein Trust. This draft contains virtually identical language to Ex. 16, and also directs that all proceeds be split by the surviving children of Simon Bernstein. (Ex. 32, Aff. of David Simon, ¶29; Ex. 15 at §7)

ANSWER This document is an alleged draft on the date of the trust and yet no law firm has markings upon the document. There are other problems with the datafile that put it in dispute as a valid document. The File Created date is September 03, 2004. The file Modified date is June 21, 1995? How was it modified in 1995 when it was created in 2004? Accessed "Today, September 30, 2013."

55. On September 13, 2012, the date of Simon Bernstein's death, he had five adult children whom survived him, Ted S. Bernstein, Pamela B. Simon, Eliot I. Bernstein, Jill Iantoni, and Lisa Friedstein. (Ex. 30, Aff. of Ted Bernstein, ¶102)

ANSWER Undisputed

56. Simon Bernstein's five children had a total of ten children of their own, so Simon Bernstein had ten grandchildren that survived him, whose names and year of birth are set forth in Ted Bernstein's Affidavit. (Ex. 30, Aff. of Ted Bernstein, ¶103)

ANSWER Ted Bernstein has a stepson making it 11 grandchildren if included.

57. In Ex. 16, Simon Bernstein names his wife Shirley Bernstein, as Trustee, and he was going to name either David Simon, or Ted Bernstein or Pam Simon as successor trustee. (Ex. 32, Aff. of David Simon, ¶25; Ex. 16)

ANSWER The fact is disputed in their own statement above as to who the trustee of this alleged draft of the 95 Legally Nonexistent Unexecuted Trust was going to be, which makes this a disputed fact.

58. At a meeting in 1995 prior to Simon Bernstein executing the trust, David Simon recalls discussing the fact that for various reasons involving family dynamics, Ted Bernstein should be the first successor trustee to Shirley Bernstein rather than David Simon. (Ex. 32, Aff. of David Simon, ¶25)

ANSWER The Illinois Dead Man rule prohibits this affidavit and statements contained therein relating to conversations with Simon Bernstein by David Simon who has in interest in the outcome of this action.

59. On or about June 21, 1995, David Simon assisted his mother-in-law, Shirley Bernstein, as Trustee of the Bernstein Trust, with obtaining a tax identification number from the Internal Revenue Service. Prior to obtaining the Tax Identification number, David Simon saw the executed Bernstein Trust Agreement with Simon Bernstein's signature on it. By this time, David Simon also confirmed that Shirley was the initial Trustee and Ted Bernstein was the successor trustee. I then completed an SS-4 form indicating the name of the trust, and the tax identification number issued by the Internal Revenue Service. The SS-4 document contains the signature of Shirley Bernstein, as trustee of the Bernstein Trust. (Ex. 32, Aff. of David Simon, ¶30, Ex. 35, Dep. of David Simon, p.42:6-p.43:9, p. 88:17-89:22; Ex. 19)

ANSWER The Illinois Dead Man rule prohibits this affidavit and statements contained therein relating to conversations with Simon Bernstein by David Simon who has in interest in the outcome of this action.

60. The executed Bernstein Trust Agreement like the drafts referenced above designated the five surviving children of Simon Bernstein as the beneficiaries to the Trust in equal shares. (Ex. 32, Aff. of David Simon, ¶25, ¶26, ¶28, ¶29 and ¶30; Ex. 15 at §7; Ex. 16 at §7)

ANSWER The "executed Bernstein Trust Agreement" does not exist and thus it is unknown what it would say if it existed.

61. Four of five of the adult children (the "Consenting Children") have executed Affidavits indicating their stipulation to the following:

That Simon Bernstein formed the Bernstein Trust on June 21, 1995;

a. That the five surviving children of Simon Bernstein were named as beneficiaries;

b. That Ted S. Bernstein is authorized to act as Trustee of the Bernstein Trust, and with the assistance of counsel, Adam Simon, Ted Bernstein is authorized to cause the release and distribution of the Policy proceeds from the Registry of the Court for deposit to The Simon Law Firm, and to distribute the Policy proceeds (less legal fees and costs associated with this litigation) to the five adult children of Simon Bernstein in equal shares, and to obtain vouchers of receipt therefore"

ANSWER a) Undisputed b) Undisputed c) There is no "Bernstein Trust" that exists and thus again TED has no standing to act as a Trustee. Adam Simon should be sanctioned for attempting to claim that TED is a legally valid Trustee of a trust that does not exist and filing this lawsuit as Fraud on this Court. Adam Simon and the Plaintiffs should be reported for this Fraud on this Court to the proper authorities by this Court.

62. Prior to his death, Simon Bernstein was also the insured under a separate Policy of insurance issued by Lincoln Benefit Life Insurance Company, as Policy No. U0204204 (the "Lincoln Policy"). (Ex. 30, Aff. of Ted Bernstein, ¶108; Ex. 31, Aff. of Pam Simon, ¶26-¶27)

ANSWER That the Lincoln Benefit Life Insurance Company policy should also have a copy any 95 Legally Nonexistent Unexecuted Trust and the Lincoln Benefit policy and this is hearsay evidence from interested parties to the litigation.

The Lincoln Benefit Life contract or any evidence suggesting the veracity of the claims made has not been produced by Plaintiffs.

63. The Lincoln Policy lapsed in 2006 six years prior to Simon Bernstein's death. (Ex. 30, Aff. of Ted Bernstein, ¶108; Ex. 31, Aff. of Pam Simon, ¶27)

ANSWER No proof that a lapse occurred is presented.

64. While the Lincoln Policy was in force and less than two months after the formation of the Bernstein Trust, Simon Bernstein, as Lincoln Policy owner transferred his ownership interest in the Lincoln Policy to the Simon Bernstein Irrevocable Insurance Trust on August 8, 1995. This form contains the name of the Bernstein Trust, the same tax identification number that appears of the IRS Form SS-4 form signed by the trustee, the name and address of the trustee, Shirley Bernstein, and the signature of Simon Bernstein. (Ex. 31, Aff. of Pam Simon, ¶27; Ex. 18)

ANSWER This Lincoln Policy also is controlled by the 2000 Proskauer Rose Irrevocable Trust and supersedes any alleged 95 Legally Nonexistent Unexecuted Trust interest.

ELIOT' S CLAIMS

65. Eliot Bernstein filed counterclaims, third-party claims and cross-claims in this litigation the ("Eliot's Claims"). (Ex. 26)

ANSWER That until Eliot's counterclaims, third party claims and cross claims are heard Summary Judgement is premature.

66. The pleading setting forth Eliot's Claims—not including exhibits—is seventy-two pages long and consists of one hundred and sixty-three separate paragraphs. (Ex. 26)

ANSWER Undisputed

67. No Owner of the Policy ever submitted any change of beneficiary forms which were received by the Insurer that designated Eliot, or any of Eliot's children as a beneficiary of the Policy. (Ex. 29, Aff. of Don Sanders, ¶65-¶68)

ANSWER Eliot never submitted a claim form to the carrier claiming he or his children were named beneficiaries.

INTEVENOR CLAIMS BY ESTATE OF SIMON BERNSTEIN

68. In its intervenor complaint, the Estate of Simon Bernstein, asserts that it has an interest in the policy because "Plaintiff cannot prove the existence of a Trust document; cannot prove that a trust was ever created; thus, cannot prove the existence of the Trust nor its status as purported beneficiary of the Policy. In the absence of a valid Trust and designated beneficiary, the Policy Proceeds are payable to the Petitioner [Estate]…..". (Ex. 26 at ¶12)

ANSWER Agree as Florida law provides that when no beneficiary can be proven at the time of death the estate is the beneficiary.

69. The Estate of Simon Bernstein produced no documents pursuant to Fed. R. Civ. P. 26 indicating that the Estate of Simon Bernstein was ever designated as a beneficiary of the Policy.

ANSWER Florida law provides that when no beneficiary can be proven at the time of death the estate is the beneficiary.

70. The Policy Records contain no documents indicating that the Estate of Simon Bernstein was ever designated a beneficiary or contingent beneficiary of the Policy. (Ex. 29, Aff. of Don Sanders, ¶70)

ANSWER Agree as Florida law provides that when no beneficiary can be proven at the time of death the estate is the beneficiary.

71. The Will of Simon L. Bernstein which was duly executed on July 25, 2012 and has been admitted to Probate in Palm Beach County, Florida. The Will of Simon L. Bernstein was filed in this action as an Exhibit to William Stansbury's motion to intervene (See Dkt. #56-2). A true and correct copy of the Will of Simon L. Bernstein is included in Movant's Appendix to their Statement of Undisputed facts as (Ex. 24.) A true and correct copy of the Palm Beach County Death Certificate for Simon Bernstein is included in Movant's Appendix of Exhibits. (Ex. 30, Aff. of Ted Bernstein, ¶96; Ex. 12)

ANSWER The 2012 Will of Simon Bernstein has been challenged on its validity and there are pending motions and petitions filed regarding the validity and the construction that remain unheard.

The Florida Governor Rick Scott's Notary Public Division has determined that the Will is improperly notarized by TED's assistant, Lindsay Baxley. The document is under ongoing investigation and challenged on validity and construction in the probate case.

72. A copy of Plaintiff's Amended Complaint is included in Movant's Appendix to its Statement of Undisputed Facts as (Ex. 25.)

ANSWER Undisputed

73. A copy of the Estate of Simon Bernstein's Intervenor Complaint is included in Movant's Appendix to its Statement of Undisputed Facts attached hereto as (Ex. 27.)

ANSWER Undisputed

74. A copy of Eliot's Counterclaims, Cross-claims and Third-Party Claims is included in Movant's Appendix to its Statement of Undisputed Facts as (Ex. 26.)

ANSWER Eliot's counter/cross/third party claims present evidence that confutes and puts into dispute the Plaintiffs arguments herein and thus make Summary Judgement premature and litigation necessary.

THE INSURER' S INTERPLEADER ACTION

75. A copy of the Insurer's Interpleader Action is included in Movant's Appendix to its Statement of Undisputed Facts as (Ex. 28). In its Interpleader Action, the Insurer alleges that it failed to pay the Bernstein Trust's death claim because the claimants could not produce an original or copy of an executed trust agreement, and because the Insurer received a letter from Eliot setting forth a conflicting claim. (Ex. 28 at ¶22)

ANSWER The reason the carrier declined the SPALLINA filed death benefit claim was because an executed copy of the alleged 95 Legally Existent Trust was not produced and thus is the same reason this Court should not pay the claim to the alleged 95 Legally Nonexistent Unexecuted Trust.

LOCAL RULE 56.l(b)(3)(C) STATEMENT OF ADDITIONAL FACTS

1. The fact is there is no actual insurance contract comprising a bona fide policy produced by Plaintiffs and thus the contract or alleged "Policy" at the heart of this breach of contract lawsuit is disputed as to its very existence and has not been proven as to its terms, conditions, history, amount, ownership, beneficiaries including both primary and contingent, and thus there are genuine issues and disputes of material facts as to the underlying claims by Plaintiffs and fundamental existence of said contract and thus these issues are in genuine dispute at this stage of litigation.

2. All references by Plaintiffs to the "Policy" are improper as a policy has not been produced or proven and therefore all references are disputed as to all terms and conditions as these come from a general generic "Specimen Policy" not the actual contract of the deceased Simon Bernstein with the actual provisions specifically for Simon Bernstein provided, proven or produced and thus again all these material issues relating to the "Policy" are in genuine dispute. .

3. Summary Judgement is inappropriate at this stage of litigation as further Discovery needs to be ordered and expanded to find the actual policy, Trusts and records of deceased Simon

Bernstein ("Simon") including but not limited to further document and record production from Heritage Union Life Insurance Company ("HERITAGE"), Jackson National Life Insurance Company ("JACKSON"), LaSalle National Trust, NA ("LASALLE") in the entirety as ironically the Plaintiffs and those acting in concert with Plaintiffs have failed to contact and bring in records from LASALLE which should be a glaring genuine issue of material fact and area of inquiry for this Court, and further ordering a continued EBT of Theodore Stuart Bernstein ("TED"), EBTs of Pamela Beth Simon ("PAM"), David Simon ("D. SIMON"), Robert L. Spallina, Esq. ("SPALLINA"), Donald R. Tescher, Esq. ("TESCHER") and Don Sanders ("SANDERS") at minimum.

4. It is noted for this Court that Judge Martin Colin ("COLIN") of the Florida Palm Beach County probate court was moved for Disqualification as a necessary material fact witness in numerous instances of document fraud and fraud upon that court at minimum involving the Office of attorneys TESCHER and SPALLINA and there is evidence of coordinated action between those attorneys and the Plaintiffs and filings in this case thereby intertwining the scheme of fraud between both this Court and the Florida probate court cases involving Simon Bernstein.

5. Further, that despite the detailed motion for Disqualification of Judge Colin as a material fact witness, Judge Colin initially entered a Denial saying the motion was "legally insufficient" but within 24 hours thereafter entered a Recusal Order recusing himself from all related cases wherein such Order by its own terms shows COLIN spoke about the case to the other local judges who declined to take the case resulting in the case being assigned and recommended by COLIN to a different court with Judge Coates ("COATES") where it is now on the calendar for June 4th, 2015.

6. The Disqualification motion[3] in Florida demonstrates the level to which the attorneys and parties have engaged in fraud in these matters which itself raises questions of material fact in these proceeding due to proven coordination and collusion of the parties.

7. Plaintiffs have moved for Summary Judgment on an alleged insurance policy which has not been produced further claiming that a Simon Bernstein Irrevocable Insurance Trust Dtd 6/21/95" ("95 Legally Nonexistent Unexecuted Trust") which also has not been produced or proven is a contingent beneficiary of the unproven policy such that proceeds should be paid to Plaintiffs, all material facts of which are in genuine dispute.

8. The fact is there is no executed "Simon Bernstein Irrevocable Insurance Trust Dtd 6/21/95" document provided by Plaintiffs nor is there any draft of such trust document performed by any law firm that has been provided by Plaintiffs and the parole evidence provided is insufficient in the first instance, suspect based upon conflicts of interests and other factors and appears fraudulent in many respects and thus all such involved facts are material and genuinely disputed.

9. What the Court has been provided by Plaintiffs at this stage is two varied alleged drafts of the 95 Legally Nonexistent Unexecuted Trust wholly blank and unexecuted with differing terms that was not produced for over a year after filing of the lawsuit. Therefore, all claims regarding the 95 Legally Nonexistent Unexecuted Trust are disputed as there is no legally executed document.

10. The fact is that even if Plaintiffs could prove the 95 Legally Nonexistent Unexecuted Trust to be a qualified CONTINGENT BENEFICIARY of a policy, by the Plaintiffs

[3] COLIN Disqualification Motion
http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/20150514%20FINAL%20Motion%20for%20Disqualification%20Colin%20Large.pdf

own admissions and document submissions before this Court, there is a PRIMARY BENEFICIARY, LaSalle National Trust, NA that is undisputed at this time and the existence of this Primary Beneficiary negates any payment to the Contingent Beneficiary at least not at this stage of litigation and is a basis to deny Plaintiffs' Summary Judgment itself at this time. See Plaintiffs' Summary Judgement Motion page 456 document dated April 23, 2010 by Heritage Life demonstrating LaSalle National Trust, NA as the Primary beneficiary again by Plaintiffs' own document submissions.

11. It is undisputed that such Primary Beneficiary LASALLE, demonstrated by Plaintiffs' own document submissions have not been brought in as a party in these proceedings by Plaintiffs nor is there any statement or affidavits from any authorized representative of LASALLE and this itself creates sufficient issues of material facts to deny Summary Judgement at this time.

12. The fact is that TED, himself, is disputed as an alleged Trustee of the unexecuted 95 Legally Nonexistent Unexecuted Trust and it is alleged that TED therefore has no legal standing to bring an action under an unexecuted legally nonexistent trust with no legal standing.

13. That within the first 30 days after the death of Simon Bernstein and prior to this action being filed where Plaintiff TED was making statements immediately prior to his father's death at the Hospital[4] and immediately after the time of death suspecting murder and seeking an autopsy and subsequently reported same to the Palm Beach County Sheriffs who responded to the home the morning Simon died to investigate the possible murder claims on the night in question, TED'S friend, business associate and attorney at law SPALLINA is already acting

[4] Simon Hospital Records from Date of Death September 13, 2012 Pages 2-3
http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/20150113%20Simon%20Bernstein%20Hospital%20Medical%20Records.pdf

illegally and fraudulently by communicating with the insurance carrier as Trustee of LASALLE and trying to get funds and properties of Simon Bernstein illegally transferred despite having no authority to act for LASALLE whatsoever.

14. The office of Spallina & Tescher then begin a pattern and practice of filing fraudulent documents in the Florida probate court of COLIN on or about Oct. 2012 before this action was filed where subsequently major frauds go unchecked for nearly 2.5 years in that court until COLIN just recently Sua Sponte "recuses" after being faced with a detailed, specific Disqualification motion showing COLIN and at least certain court Officers as material fact witnesses to the frauds committed by TESCHER and SPALLINA'S law offices and ongoing since at least Oct. 2012. See, Colin Disqualification Motion already exhibited herein and COLIN Recusal Order[5].

15. Attorney SPALLINA then diverts from acting illegally as the Trustee of LASALLE and now acting as the Trustee of the 95 Legally Non Existent Trust proceeds to sign a death benefit claim[6] in such capacity with the HERITAGE weeks before TED filed this lawsuit claiming that instead of SPALLINA, he, TED, was now the "Trustee" of the 95 Legally Nonexistent Unexecuted Trust.

16. TED acts as the Successor Trustee to SPALLINA of the Legally Nonexistent Trust for the instant legal lawsuit ("Action") filed for breach of contract and the Action is based

[5] COLIN Recusal Order
http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/20150519ColinSuaSponteRecusalSimonEstate.pdf

[6] Heritage Union Claim Form - Page 6 - SPALLINA signs as Trustee of 95 Legally Nonexistent Unexecuted Trust
http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/20121101%20Heritage%20Claim%20Form%20Spallina%20Insurance%20Fraud.pdf

on the carrier denial[7] of the death benefit claim filed by the law firm Tescher & Spallina PA, with SPALLINA acting as Trustee and the denial was based on the failure to produce an executed legally valid trust to pay a claim on.

17. That in documents alleged to be drafts of the 95 Legally Nonexistent Unexecuted Trust submitted by Plaintiffs over a year after filing this Action there is no mention of SPALLINA as a Trustee and thus it appears from Plaintiff's own account, that SPALLINA acted fraudulently in attempting to make the claim to HERITAGE acting as Trustee.

18. TED is conflicted in these matters and can't be Trustee for this litigation if there were a trust as TED stands to get 20% of any settled amount through this Action as an alleged beneficiary of the 95 Legally Nonexistent Unexecuted Trust and simultaneously TED is acting as Trustee for a Simon Bernstein Trust in Florida where he gets 0% if the benefits go to the Estate of Simon and rolls over into the Florida Simon Trust where TED is considered predeceased for all purposes of that Florida Simon Trust.

19. TED has already acted in conflict in this lawsuit and filed opposition pleadings to preclude the Estate / Trust from intervening in this lawsuit to the detriment of the Estate / Trust beneficiaries that TED alleges to be a fiduciary for in those matters. This self dealing in conflict breaches TED'S alleged fiduciary duties to parties in this lawsuit and to parties in the Florida Simon Trust action. Removal and Sanctions are warranted.

20. The fact is there is a Primary Beneficiary in existence LASALLE that SPALLINA also fraudulently misrepresented himself for months to HERITAGE acting as Trustee for

[7] Reassure America Life Insurance Company Decline Letter
http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/20130108%20Reassure%20America%20Life%20Insurance%20Company%20letter%20to%20Spallina%20re%20court%20order.pdf

LASALLE when filing his death benefit claim[8], while also falsely misrepresenting to HERITAGE that he was Trustee for the 95 Legally Nonexistent Unexecuted Trust, a capacity he signed the death benefit claim form under.

21. In this insurance fraud scheme, where HERITAGES records produced to this Court allege that the Primary Beneficiary was LASALLE and Plaintiff's allege the Contingent Beneficiary is the 95 Legally Nonexistent Unexecuted Trust (where HERITAGE'S records produced contradict that claim and state the Contingent Beneficiary is the Simon Bernstein Trust, NA), SPALLINA had two bases covered for attempting to claim the Policy by acting as the Trustee for LASALLE and as Trustee for 95 Legally Nonexistent Unexecuted Trust.

22. There is also the fact that there is a fully executed 2000 Life Insurance Trust done by Proskauer Rose, LLP[9] that supersedes the alleged 95 Legally Nonexistent Unexecuted Trust and where the Proskauer Trust is funded by the HERITAGE/Capitol Bankers (original issuer) missing policy contract and this too contradicts Plaintiff's claim that the Contingent Beneficiary is the 95 Legally Nonexistent Unexecuted Trust and therefore the Contingent Beneficiary is challenged on this ground and disputed.

23. Genuine issues of material fact are present and the need for further Discovery demonstrated by the coordinated and collusive actions of SPALLINA and the Plaintiffs by

[8] HERITAGE Letters to Spallina Addressed as Trustee of LaSalle National Trust, NA, the Primary Beneficiary http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/20121009%20Heritage%20Union%20to%20Spallina%20as%20Trustee%20of%20LaSalle%20National%20Trust.pdf

[9] 2000 Simon Bernstein Life Insurance Trust – Proskauer http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/20000815%20Proskauer%20Insurance%20Trust.pdf

secreting and withholding from this Court and the insurance carrier the 2000 Proskauer Trust[10] and sanctions or a sanctions hearing should be granted and further Discovery allowed.

24. That fact that insurance company records produced list the Contingent Beneficiary in 2010 and at the time of Simon's death as the Simon Bernstein Trust, NA (See Movant Exhibit 36) contradicts Plaintiff's claims that the 95 Legally Nonexistent Unexecuted Trust is the Contingent Beneficiary at the time of Simon's death and therefore their claim is challenged on this ground and disputed.

25. The fact that insurance company records are directly contradictory to evidence submitted by Plaintiffs such as Movant Exhibit 36 of their Summary Judgement, which claims as of the April 23, 2010 that the Primary Beneficiary is LASALLE and Movant Exhibit 29, Affidavit of Don Sanders, VP Jackson National, Paragraph #62, that claims at time of death the Primary Beneficiary was,

> "After reviewing Jackson's records on the Policy, I can confirm on behalf of Jackson that on the date of death of Simon Bernstein, the Owner of the Policy was Simon Bernstein, **the primary beneficiary was designated as LaSalle National Trust, N.A. [emphasis added]** as Successor Trustee…,"

and thus this creates further genuine dispute of material facts to prevent Summary Judgment as the contingent beneficiary cannot be paid when there is a primary beneficiary in existence at time of death.

[10] TED'S Deposition - Exhibits 1, 2 and 23 and Testimony Pages 37-53. 82-87 Regarding Secreting the 2000 Insurance Trust http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/20150506%20Ted%20Bernstein%20Deposition.pdf

26. That if Simon was the owner of the policy at the time of death the 95 Legally Nonexistent Trust would not be a qualified Contingent Beneficiary as the incident of ownership would make it legally invalid as a qualified trust and the Estate would be the beneficiary.

27. There are serious new changes in the Florida Estate and Trust cases regarding Simon and Shirley Bernstein due to the recent recusal of COLIN on May 19, 2015[11] from six cases after his denial of Eliot's Petition for Disqualification[12] as "Legally Insufficient" on May 18, 2015[13], which alleged a massive Fraud on the Court, Fraud in the Court and Fraud by Court that was orchestrated by COLIN'S acting outside the Color of Law, due to his failure to mandatorily disqualify when he became a material and fact witness to felony criminal acts in his court committed by the Officers and Fiduciaries of his court and more.

28. It is alleged that COLIN denied the disqualification to attempt to not have his Orders voided due to the FRAUD in, on and by his court and then after recusing steered the cases to the new Judge, Hon. Howard K. Coates, Jr. ("COATES") by interfering and having a hand in the reassignment, post recusal for all six Estate and Trust cases[14] of the Bernstein family.

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[11] Judge Colin's Sudden Sua Sponte Recusal One Day After Denying a Disqualification Motion as "Legally Insufficient
http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/20150519ColinSuaSponteRecusalSimonEstate.pdf

[12] Petition for Disqualification of Judge Martin Colin
http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/20150514%20FINAL%20Motion%20for%20Disqualification%20Colin%20Large.pdf

[13] Judge Colin Denial of Disqualification
http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/20150518ORDERDenyingDisqualificationColin.pdf

[14] Case # 502012CP004391XXXXSB – Simon Bernstein Estate, Case # 502011CP000653XXXXSB – Shirley Bernstein Estate, Case # 502014CP002815XXXXSB – Oppenheimer v. Bernstein Minor Children, Case # 502014CP003698XXXXSB – Shirley Trust Construction, Case # 502015CP001162XXXXSB – Eliot Bernstein v. Trustee Simon Trust Case OLD CASE # 502014CA014637XXXXMB, Case # TBD – Creditor Claim – Eliot v. Estate of Simon

29. The Florida Estate and Probate cases over the last two years have been stymied and delayed by these frauds and lack of action taken to prosecute them and have since led to the removal from the cases of COLIN, TED'S counsel, friends and business associates, TESCHER and SPALLINA, TED'S Counsel Mark Manceri, Esq. ("MANSERI"), TED'S Counsel Greenberg Traurig's Jon Swergold, Esq. ("SWERGOLD") and TED'S Counsel John J. Pankauski, Esq. ("PANKAUSKI"). The only remnants to the frauds on the court of COLIN and FRENCH left are TED'S current counsel Alan B. Rose, Esq. ("ROSE") and TED acting as an alleged fiduciary in Simon and Shirley's Florida trusts and Shirley's Estate. There are several Petitions for removal of TED and ROSE that were pending in the COLIN court at the time of his recusal/disqualification that COLIN had evaded again and again allowing TED to continue to act despite knowing of his involvement in the Frauds.

30. Further, as of May 21 2015 new information regarding Estate and Trust documents that had been suppressed were suddenly discovered by ROSE and now alleged by him to be in his "custody," where there are allegedly boxes of unaccounted for newly discovered Estate and Trust documents found by ROSE that have relevant information to this case. The existence of these unproduced, unreviewed and untested boxes of documents records and evidence of Smon Bernstein's business dealing in a case where several years of delay, years of fraud, missing and incomplete documents is already shown should itself be a further basis to preclude Summary Judgment to Plaintiffs at this stage of litigation until further discovery is awarded.

31. Further, upon an Order issued by COLIN for inventorying of Simon's Personal Property at his office, including all of his business and other records, it has been learned that apparently none of the items are there and are missing from his Estate records with the Personal

Representative, Brian O'Connell, Esq. ("O'Connell"). These missing documents, records, computer data and more may also have suppressed and denied dispositive documents and other data related to this case. These items have been inappropriately coveted by TED and ROSE who have no standing to possess any of Simon's Personal Properties.

32. The Estate and Trust cases need to be settled on several levels before an estate beneficiary is determined and what dispositive documents are at play needs to be settled and the result of this will have bearing on this case and who the beneficiaries of any policy proceeds may ultimately be.

33. The carrier should be brought back into the action to determine the proper beneficiary to pay, which at the moment is LASALLE who they should have contacted immediately upon learning of Simon's death and to conduct a proper investigation of the Fraudulent Application submitted by SPALLINA.

34. The matters need to be investigated by the carrier as a possible murder of Simon[15]which was first advanced by Plaintiff Ted Bernstein at the hospital on the night of death, yet which he failed to report to HERITAGE, as this information could materially affect who would get paid in the event of foul play, as HERITAGE was not informed by TED or SPALLINA when they filed a death benefit claim, nor did they notify this Court of the allegations of the murder of Simon reported to the Palm Beach County Sheriff and the Palm Beach County Medical Examiner by TED at the same time they were attempting to make a fraudulent death benefit claim.

[15] Deposition of TED Pages 101-104
http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/20150506%20Ted%20Bernstein%20Deposition.pdf

35. There are Petitions that were unheard by COLIN'S court at the time of his recent recusal to remove TED and ROSE as fiduciaries and counsel in these matters and to then recover records that have been suppressed and denied beneficiaries and interested parties due to the ongoing frauds which were continued in COLIN'S court by allowing TED, ROSE and others involved in the frauds on the court to continue to act despite their involvement and where the records once recovered may also reveal further information regarding the missing insurance policy and the unknown beneficiaries.

36. The Affidavits submitted in the Summary Judgement by Bernstein family members are made by conflicted parties whose testimonies conflict with factual evidence and heavily rely on statements made to the parties by Simon Bernstein and allegedly witness events involving Simon despite the Illinois Dead Man's Act ttp://www.hg.org/article.asp?id=6446 , which according to the hornbook definition, "the Act is an evidentiary rule barring testimony by someone with an interest in litigation about any conversation with or event occurring in the presence of a decedent" and thus making most of the statements moot.

37. There are important documents, records, written materials and facts with third parties that Eliot cannot obtain without Court Order as he is not the decedent's Personal Representative or Trustee and the prior Personal Representatives and Trustees in the Estate of Simon have intentionally neglected to obtain these records or have secreted them from the beneficiaries and the courts to conceal their fraudulent activities, including but not limited to,

a. Records from insurers and reinsurers,

b. Records from the Primary Beneficiary LaSalle National Trust, NA,

c. Records regarding a VEBA 501(c)(9) plan that was the beneficiary of the missing policy,

d. Records from Law Firms who are stated to have created various of the trust instruments involved in these matters, and,

e. Records regarding the carriers stated Contingent Beneficiary, the missing Simon Bernstein Trust, NA.

38. There is need for further affidavits, declaration and further discovery after TED'S deposition that opens new discovery including the fact that TED claimed in deposition that he maintained a fully executed copy of the insurance contract[16].

DATED: June 08, 2015

Respectfully submitted by,

/s/ Eliot Ivan Bernstein

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on June 08, 2015 I electronically filed the foregoing with the Clerk of the Court using CM/ECF. I also certify that the foregoing is being served this day on all counsel of record identified below via transmission of Notices of Electronic Filing generated by CM/ECF or in some other authorized manner.

[16] TED Deposition Pages 116-118
http://www.iviewit.tv/Simon%20and%20Shirley%20Estate/20150506%20Ted%20Bernstein%20Deposition.pdf

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